

1. Council Meeting Agenda

Documents:

[04-17-18 REVISED FINAL AGENDA.PDF](#)

2. Council Meeting Packet

Documents:

[APRIL 17TH COUNCIL MEETING PACKET.PDF](#)

3. Council Action Minutes

Documents:

[ACTION MINUTES 04-17-18.PDF](#)



Revised 4-16-18

**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, APRIL 17, 2018
6:00 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. CLOSED SESSION -

Closed session to discuss collective bargaining strategy pursuant to OMA 15.268, Section (8)(c)

VII. INTRODUCTIONS

VIII. PRESENTATIONS –

IX. AUDIENCE PARTICIPATION –

X. REMARKS BY THE MAYOR –

XI. ORDINANCES – FIRST READING –

Ordinance No. 1307

1. Ozone House Planned Unit Development (PUD) for 1600 Huron River Drive (Huron/Superior vacant lot)
 - A. Resolution No. 2018-082, determination
 - B. Open public hearing
 - C. Resolution No. 2018-083, close public hearing

Ordinance No. 1308

1. Bell-Kramer Well Prohibition
 - A. Resolution No. 2018-084, determination
 - B. Open public hearing
 - C. Resolution No. 2018-085, close public hearing

2. Former City Landfill Well Prohibition
 - A. Open public hearing
 - B. Resolution No. 2018-086, close public hearing

XII. CONSENT AGENDA –

Resolution No. 2018-088

1. Resolution No. 2018-089, approving minutes of April 3, 2018
2. Resolution No. 2018-090, approving contract with Carr’s Outdoor Services, Inc. for the 2018 City of Ypsilanti Pavement Maintenance Program

XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2018-042, approving the issuance of revenue notes for the Eastern Michigan University Parking System ***(Postponed 3/6/2018)***
2. Resolution No. 2018-091, regarding the China Trip Investigation Report
3. Resolution No. 2018-092, regarding the China Trip Investigation Report
4. Resolution No. 2018-093, approving contract with Complus Data Innovations, Inc. (CDI) for parking services
5. Resolution No. 2018-094, approving the Rental Inspection Fee Schedule Update
- ~~6. Resolution No. 2018-094A, approving Pre-payment of Rental Fees~~
7. Resolution No. 2018-095, confirming the City Manager’s reappointment of City Attorney for an additional one-year term and approval of an extension of the City Attorney Service Agreement
8. Resolution No. 2018-096, approving the rejection of Bid for Prospect/Maus Intersection Improvement Project
9. Resolution No. 2018-097, approving application to Local Bridge Program for Forest Avenue Bridge
10. Resolution No. 2018-098, approving application to Local Bridge Program for Factory and LeForge Street Bridges
11. Resolution No. 2018-099, approving application to State and Federal Bridge Program for Cross Street Bridge
12. Resolution No. 2018-100, approving Bike Sharing Pilot with the Ypsilanti Housing Commission and EMU at New Parkridge
13. Resolution No. 2018-101, authorizing the expenditure of an amount not to exceed \$8,500 from the Capital Park Fund for the purchase of Mulch and Matting for Prospect Park

XIV. LIAISON REPORTS –

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Urban County
- D. Ypsilanti Downtown Development Authority
- E. Eastern Washtenaw Safety Alliance

- F. Friends of Rutherford Pool
- G. Housing Equity Leadership Team

XV. COUNCIL PROPOSED BUSINESS –

XVI. COMMUNICATIONS FROM THE MAYOR –

XVII. COMMUNICATIONS FROM THE CITY MANAGER –

XVIII. COMMUNICATIONS –

XX. AUDIENCE PARTICIPATION –

XXI. REMARKS FROM THE MAYOR –

XXII. ADJOURNMENT –

Resolution No. 2018-102, adjourning the City Council meeting



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XX. AUDIENCE PARTICIPATION –

XXI. REMARKS FROM THE MAYOR –

XXII. ADJOURNMENT –

Resolution No. 2018-102, adjourning the City Council meeting



REQUEST FOR LEGISLATION

12 April 2018

From: Bonnie Wessler, City Planner

Subject: Ozone House Planned Unit Development

SUMMARY & BACKGROUND

The City currently owns a parcel at the northwest corner of Huron River Drive and Superior Road, and has entered into a purchase agreement with Ozone House on said property. Ozone House has completed its due diligence and site design, and has applied for a Planned Unit Development. Planning Commission reviewed this application on March 21st and recommends that City Council approve the Planned Unit Development zoning and agreement.

Ozone House is proposing to consolidate many of their services to Ypsilanti at this location; they provide supportive services to homeless and at-risk youth. At this site they plan to house their administrative offices; provide emergency shelter, medical support, and potentially job training and education to youths; and provide supportive housing for youths (both under 18 and young adults up to age 24). Phase 1 of the site includes all site improvements and the main building; phase 2 would provide additional supportive housing for young adults. Due to the complexity of the site and the variety and type of uses proposed, this project is proposed as a Planned Unit Development. This enables the City to review the uses in line with those permissible under HHS, HC, NC, and C per §122-701; it also permits exceptions to the dimensional requirements with findings in support per §122-706.

All conditions put forth by Planning Commission that could be addressed in this planset were addressed, and were largely landscaping changes. Planning Commission has recommended that any Phase 2 be reviewed administratively, unless altered such that the Phase 2 would be considered a "major revision" under §122-708, in which case it would be reviewed per §122-705, requiring both Planning Commission and Council review and action. As further conditions of approval, Planning Commission recommends the applicant grant the City a 15' conservation easement along the bank of the Huron River; and engineering review requires an appropriate easement over the stormwater drain on the east portion of the property. Both easements may be further described and granted prior to issuance of a Certificate of Occupancy, as is prior practice.

RECOMMENDED ACTION: Approval.

ATTACHMENTS: Staff Review (March 2018)

Planning Commission Draft Minutes (March 2018)

Site Plan set, revision date 03-28-18

Planned Unit Development Agreement

Public feedback received between 03-22-18 and 04-12-2018

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2018 - 082
April 17, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City of Ypsilanti supports the provision of adequate social services for its residents, particularly youth; and

Whereas, Ozone House is a reputable provider of such social services; and

Whereas, Ozone House has proposed to consolidate many of their services to a newly constructed site at 1600 Huron River Drive; and

Whereas, the Planning Commission has reviewed the application for a Planned Unit Development, and has recommended approval.

Now therefore be it resolved that the Ypsilanti City Council adopt the ordinance entitled "Ozone House Planned Unit Development" and approve the associated Planned Unit Development Agreement on First Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

An Ordinance Entitled "Ozone House Planned Unit Development"

THE CITY OF YPSILANTI ORDAINS:

That the property with the address 1600 Huron River Drive, tax identification code 11-11-05-240-003;

BE REZONED FROM NEIGHBORHOOD CORRIDOR TO PLANNED UNIT DEVELOPMENT.

MADE, PASSED, AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____ DAY OF _____, 2018

Frances McMullan, City Clerk

Attest

I do hereby confirm that the above Ordinance No. _____ was published in the Washtenaw Legal News on the _____ day of _____, 2018.

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 _____, 2018.

Frances McMullan, City Clerk

Notice Published: _____

First Reading: _____

Second Reading: _____

Published: _____

Effective Date: _____



Resolution No. 2018 - 083
April 17, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Public Hearing for "Ozone House Planned Unit Development" be officially closed.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



City of Ypsilanti
Community & Economic Development Department

March 12, 2018

Staff Review of Planned Unit Development Application
Ozone House
1600 N Huron River Drive

GENERAL INFORMATION

Applicant: Ozone House
1705 Washtenaw
Ann Arbor, MI 48104

Project: Ozone House PUD

Application Date: February 20, 2018

Location: Northwest corner of Huron River Drive and Superior Rd

Zoning: NC-Neighborhood Corridor

Staff Recommendation: Approval

PROJECT

Ozone House is proposing to consolidate many of their services to Ypsilanti at this location. Ozone House provides supportive services to homeless and at-risk youth, primarily in Washtenaw County. At this site they are currently planning to house their administrative offices; provide emergency shelter, medical support, and potentially job training and education to youths; and provide supportive housing for youths (both under 18 and young adults up to age 24). Phase one of the site includes all site improvements and the main building; phase 2 would potentially provide additional supportive housing for young adults.

The site is currently City-owned, and has been on the market since approximately 2006. It was the site of a former YCUA well, and continues to be the site of a YCUA pumping station. An open storm drain runs along the east side of the property. DTE lines traverse the north quarter of the property, and are present at both the east and the south sides as well. There are steep slopes on site, complicated by sandy soil, and the Huron River (and FEMA floodplain) bounds the site to the north. The combination of the pumping station, DTE lines, storm drain, floodplain, and steep slopes effectively preclude development along the east half of the parcel and much of the north.

Due to the complexity of the site and the variety and type of uses proposed, this project is being proposed as a Planned Unit Development. This enables the City to review the uses in line with those permissible under HHS, HC, NC, and C per 122-701; it also permits exceptions to the dimensional requirements with findings in support per 122-706.

SITE DESCRIPTION

The subject property, 1600 N Huron River Drive, parcel # 11-11-05-240-003 consists of 5.48 acres at the northwest corner of Huron River Drive and Superior Rd. The current entrance to the site is off of Superior Rd with a gravel drive leading the YCUA pump station in the southeast section of the parcel. YCUA holds an easement on the east end of the property for the pump station and the access drive to it. A drain runs north-south is on the eastern half of the parcel; the City will hold a drainage easement over this area. The City will also hold a conservation easement over the 20' of the parcel adjacent to the river.

The site has steep slopes, areas within the regulatory floodplain, unbuildable areas due to easements, and is heavily wooded. The site and its surrounds appear heavily disturbed in a 1940 aerial (see figure 2), with little vegetation present in the proposed development area, and thus the natural features that are present are highly unlikely to be significant.

The applicant is proposing to build a 7855 sf footprint multipurpose building, with associated parking and outdoor recreation areas (decks and walkouts as well as a basketball court). This building would have a mix of storage, office, and housing. On the lower level, there are eight bedrooms with a shared kitchen, study area, and bathrooms, as well as a shared living area with walkout deck proposed, as well as storage, laundry, and a recreation room. On the ground/main floor, there are office spaces, work areas, meeting rooms, storage, medical offices, childcare spaces, and multipurpose rooms. The upper story has two large multipurpose rooms, as well as another eight-bedroom unit with shared living, dining, toileting, and recreation/learning areas. This unit also has access to the outdoors via a screened porch. The building is a total of approximately 19,066 square feet.

The applicant also has a potential Phase 2 of a two-story 8-10 unit apartment block, proposed just north of the basketball court, with a footprint of approximately 3500 sf. In the event of development, this court would become parking to serve the new housing.

Figure 1: Site Location and Context

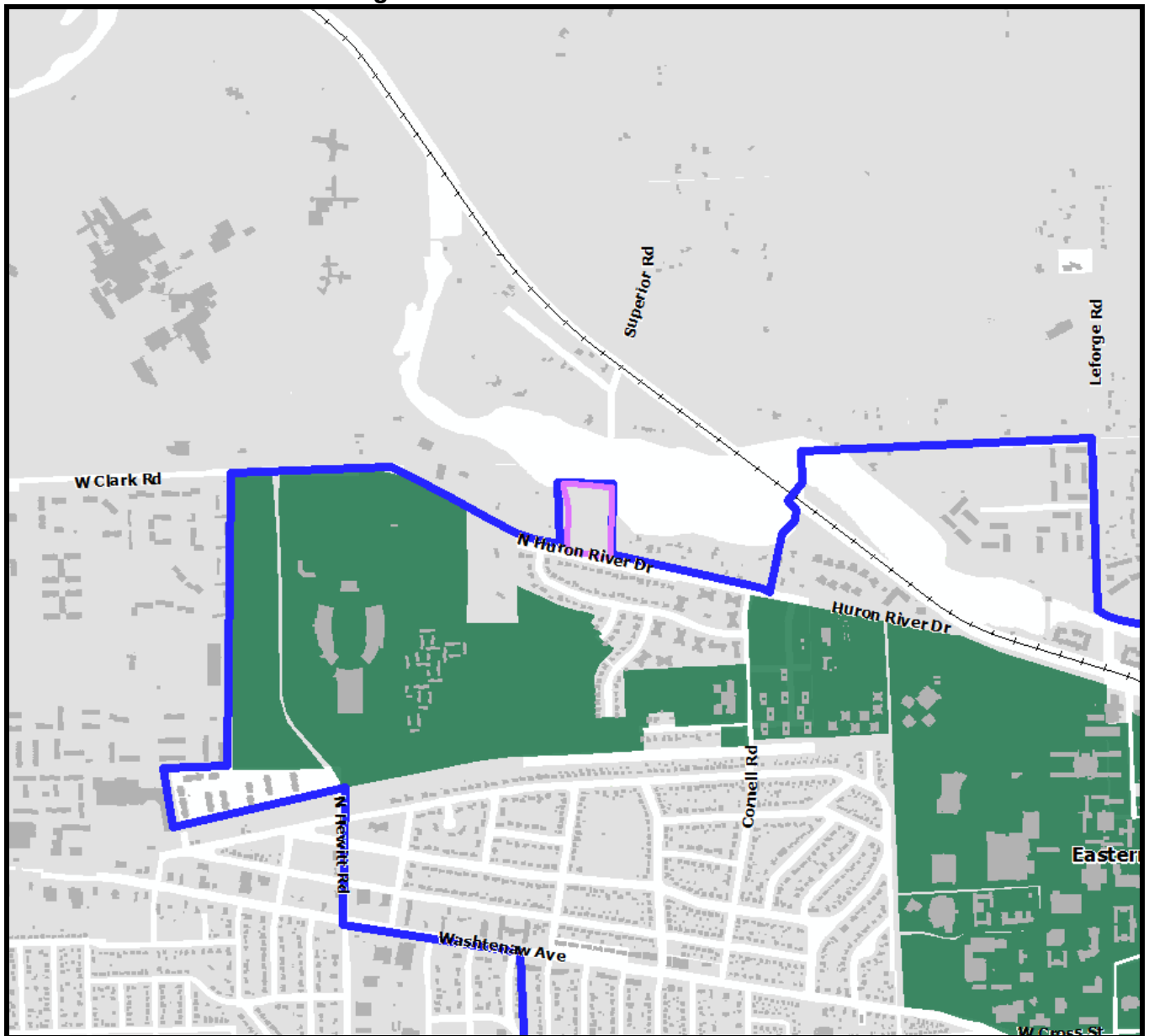


Figure 2: Site Aerial (1940)



Figure 3: Site Aerial (2015)



Figure 4: Site Aerial (2015) with 2 ft contours (LiDAR, older)



Figure 5: Site Survey (provided by applicant)

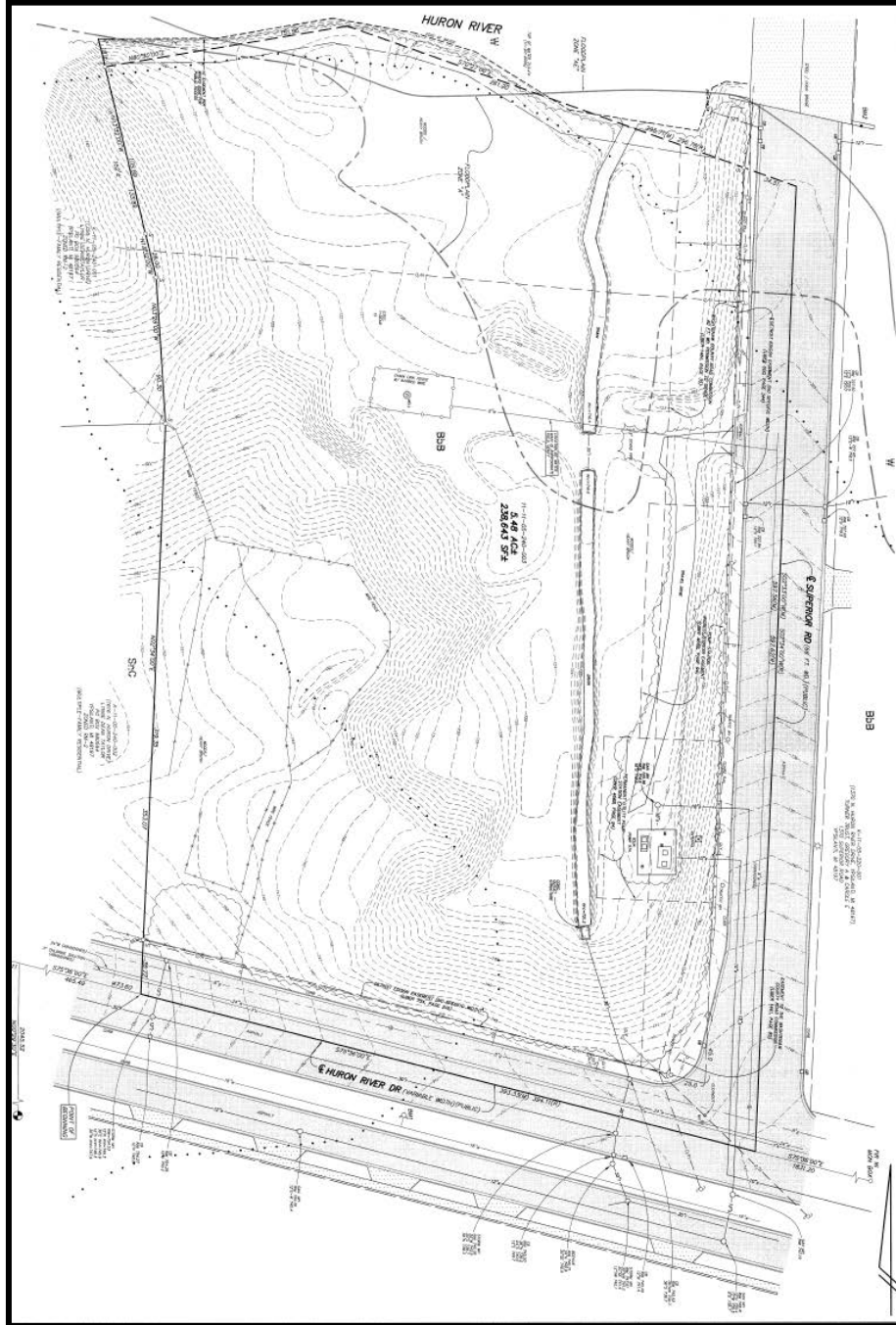


Figure 6: View from corner of Huron River Drive and Superior looking NW (google maps)



Figure 7: Bird's-eye from southeast (Bing maps)

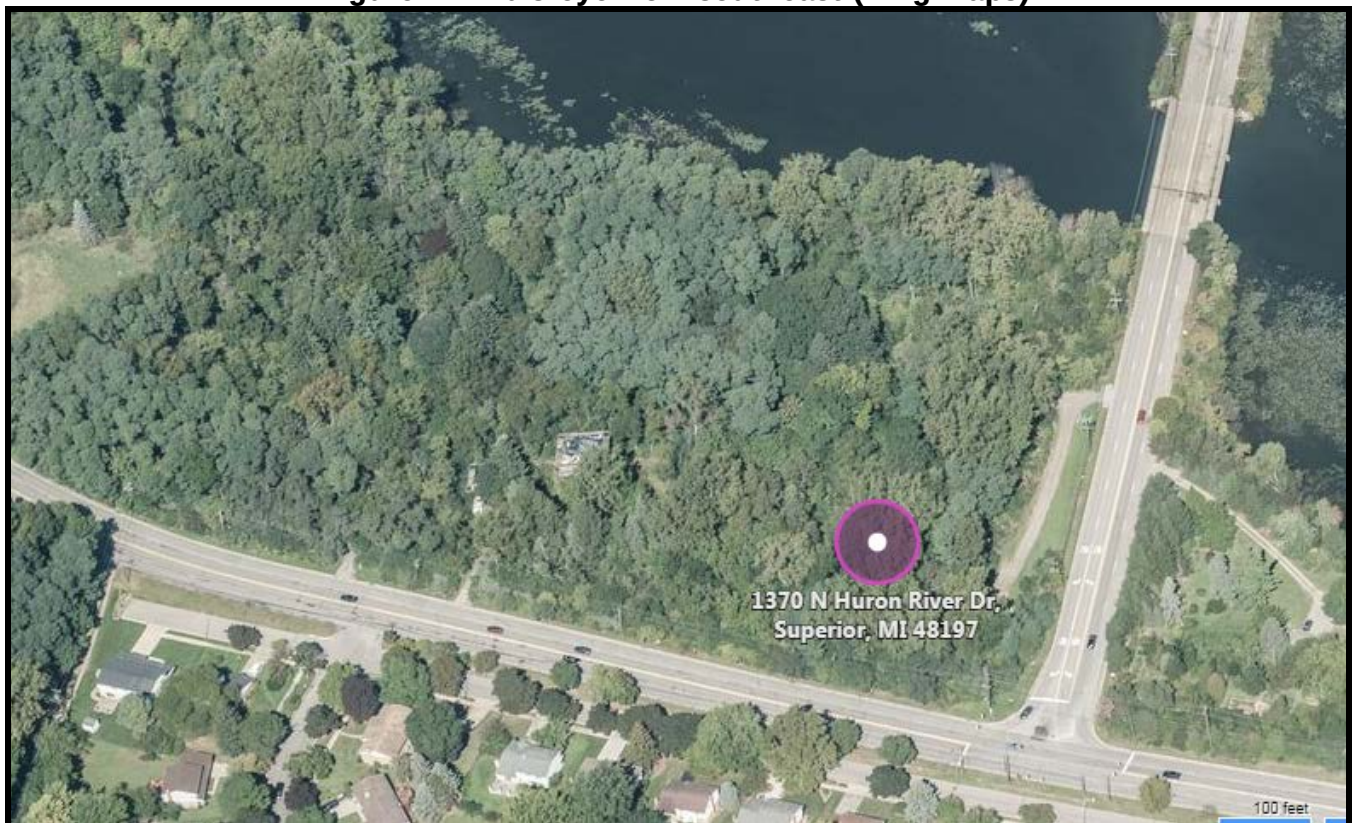


Figure 8: Land Use and Zoning of Surrounding Area

	LAND USE	ZONING
NORTH	Waterfront	--
EAST	Multifamily & single family residential	MD, R-3 (twp)
SOUTH	Single Family residential	R-1
WEST	Single-family & multi-family residential	R-1, RM-2 (twp)

PLANNED UNIT DEVELOPMENT: PURPOSE**§122-700**

- (a) *It is the purpose of this article to provide guidelines for development or redevelopment which is planned as a unit. Toward this end, it is the intent of these regulations to allow flexibility in the regulation of land development; encourage innovation in land use and variety in design, layout, and type of structures constructed; achieve economy and efficiency in the use of land, energy, public services, and utilities; encourage useful open space; provide better housing, employment, shopping opportunities, compatibility of design, and use between neighboring properties; facilitate the preservation and reuse of historic structures; and encourage development that is consistent with the City's master land use plan.*
- (b) *The approval of a planned unit development application requires an amendment to this chapter to revise the Zoning Map and designate the subject property as "PUD, planned unit development." An approval granted under this article, including all aspects of the final site development plan and conditions imposed on it, constitutes an inseparable part of this chapter.*
- (c) *The provisions of this article are not intended as a device for ignoring this chapter, the specific standards set forth in this chapter, or the planning upon which it has been based. Provisions of this article are intended to result in land development substantially consistent with the zoning standards generally applied to the proposed uses, allowing for modifications and departures from generally applicable standards in accordance with the guidelines of this article to insure appropriate, fair, and consistent decision-making.*

PLANNED UNIT DEVELOPMENT: REQUIREMENTS**§122-702**

- (a) *Unified Control. Unified control. The proposed development must be under single ownership or control such that there is a single person or entity having responsibility for completing the project in conformity with this chapter. The applicant must provide legal documentation of a single ownership or control in the form of agreements, contracts, covenants, and deed restrictions which indicate that the development can be completed as shown on the plans, and further, that all portions of the development that are not to be maintained or operated at public expense will continue to be operated and maintained by the developers or their successors.*

COMMENTS: The site will be under single ownership.

- (b) *Minimum size. The minimum size of a planned unit development in the Walkable Urban Districts is one half-acre of contiguous land. The minimum size of a planned unit development in the Use Based Districts is one acre of contiguous land.*

COMMENTS: This is met.

- (c) *Applicable base regulations. Unless waived or modified in accordance with the procedures and standards set forth in this article, the yard, bulk, parking, loading, landscaping, lighting, general provisions, and all other standards set forth in this chapter for the uses listed below must be applicable for uses proposed as part of a planned unit development:*

- (1) Multiple-family residential uses must comply with the regulations applicable in the MD multiple dwelling residential district.*
- (2) Commercial and office uses must comply with the regulations applicable in the C - Center district.*
- (3) Manufacturing uses must comply with the regulations applicable in the PMD - Production, Manufacturing, and Distribution district.*
- (4) Mixed uses must comply with the regulations applicable for each individual use, as outlined above, except that if conflicts exist between provisions, the regulations applicable to the most dominant use must apply.*
- (5) To encourage flexibility and creativity in development consistent with the planned development concept, departures from compliance with the base regulations may be granted by the City Council, upon recommendation of the Planning Commission, as a part of the approval of the planned development. For example, such departures may include modifications of lot dimensional standards, setback requirements, density standards, parking and landscaping requirements, and similar requirements. Such departures may be approved only on the condition that they will result in a higher quality of development than would be possible using conventional zoning standards.*

COMMENTS: This is a mixed use of offices, education, emergency shelter (homeless shelter), supportive housing, childcare, and medical. HHS is the most appropriate zoning district. Each use will be evaluated per its specific standards.

- (d) Street Access. Each lot, main building, and principal use within a Planned Development district shall have vehicular access to a public street. Adequate provision shall be made for dedications of land for streets and essential services.*

COMMENTS: No new streets will be constructed as part of this development. Both buildings will be served by a single drive and parking.

- (e) Usable Open Space. The proposed development shall contain at least as much open space as would otherwise be required by the existing underlying zoning.*

COMMENTS: Extensive open space will be preserved. Less than a quarter of the site will be developed.

- (f) Landscaping and Maintenance of Common Areas. All required yards and common areas shall be landscaped and adequately and permanently maintained by the property owner, tenant, or organization responsible for maintaining common areas. Through an irrevocable conveyance, such as deed restrictions or covenants that run with the land, the developer shall assure that all yards and common areas will be developed in accordance to the site plan and not changed to another use.*

COMMENTS: The owner will be responsible for all maintenance.

- (7) Additional Considerations. During review of a proposed planned development, the Planning Commission shall take into account the following considerations which may be relevant to a particular project:*

- perimeter setbacks and screening;*
- thoroughfares, drainage, as provided for in best management practices as appropriate, and utility design;*
- underground installation of utilities;*
- insulating pedestrian circulation from vehicular thoroughfares and ways;*
- achievement of an integrated development with respect to signage, lighting, landscaping and building materials;*
- and noise reduction mechanisms, particularly in cases where non-residential uses adjoin off-site residentially-zoned property.*

COMMENTS: See the section of this review entitled "Site Plan: Standards for Approval."

PLANNED UNIT DEVELOPMENT: PROCESS

§122-705

In broad strokes, the initial approval/denial process consists of four steps.

- 1) Pre-application conference
- 2) Planned Unit Development Application
- 3) Planning Commission review, public hearing, and recommendation to Council (*we are here*)
- 4) City Council Action

SITE PLAN: STANDARDS FOR APPROVAL**§122-311****STANDING****§122-311(a)**

The applicant is legally eligible to apply for site plan review, and all required information has been provided.

REQUIREMENTS**§122-311(b)**

"The proposed site plan conforms with all the provisions and requirements, as well as the spirit and intent of this chapter and the Master Plan. The proposed development will meet all the regulations of the zoning district in which it is located."

Due to easements in place, a drain on site and elevation changes within the site that make the east side of the property problematic to utilize, staff has eliminated the eastern 115' of the property from the review for requirements.

Figure 9: Requirements

ORDINANCE REFERENCE		REQUIRED		EXISTING CONDITIONS	PROPOSED
NC: §122-479 MB	BUILDING TYPE	Determined by lot size		Vacant	Multiple Story Building
	LOT REQUIREMENTS				
	Width ft	Min 120	Max block		230'
	Depth ft	Min --	Max 500		409.65'
	Area sf	Min --	Max 150,000		94,219.50 sf
	Coverage %	Min -	Max 90%	7,855/94,219.5= 11,375/94,219.5=	Phase I-8.3% Phase II-12.1%
BUILDING ENVELOPE AND HEIGHT					
	Street setback ft	Min 5	Max 25		Phase I-12'-15' Phase II-240' (exception requested)
	Side setback ft	Min 0	Max --		East side Phase I--20' Phase II-127' West side Phase I-70' Phase II-28'
	Rear setback ft	Min 10 (25' adjacent to single-family)	Max --		Phase I-439' Phase II-250'
	Frontage buildout %	Min 50	Max 100		107/230-46.5 % exception requested due to the physical challenges of the site

ORDINANCE REFERENCE	REQUIRED		EXISTING CONDITIONS	PROPOSED
Height stories	Min 2	Max 6		2, meets
PARKING PROVISIONS	Location: side, street side and rear yards			Side and rear yard, meets
PRIVATE FRONTAGES	Required: commercial			Main entry on west side
Distance between openings (ft)	Min --	Max 2		0.5'-19.5' exception requested
Door recess	Min --	Max 5		2'10 ½"
Ground floor transparency (%)	Min 60	Max --		165 / 1230.5 = 13.5 % exception requested
Height to bottom of window (ft)	Min --	Max 2.5		2' – 2.5'
Yard Requirements	Must be landscaped/pervious with a path at least 6' wide connecting the building entrance to the sidewalk			Phase I: 7' path only from door on Huron River Drive, Phase II: 7' path only in front of building, does not fully connect to sidewalk in ROW exception requested due to site constraints
§122-442 (d) et seq	SIGNAGE		None provided	Applicant to provide sign details with sign permit application
§122-521	Child Care Centers and Group Day Care Homes	(a) All child care centers and group day care homes must be registered with or licensed by the state department of social services and must comply with the minimum state standards for such facilities. (b) The square footage of outdoor recreation area required by the Building Code and licensing agency must be provided in the rear, side, or street side yard. Such outdoor space must be fenced and screened from any adjacent lot.		This is met. Applicant is licensed as a child care center in other locations and will pursue licensure here.

ORDINANCE REFERENCE	REQUIRED	EXISTING CONDITIONS	PROPOSED
§122-528 Homeless Shelter	(a) The facility must be operated by a recognized human service agency, incorporated by the state, and which is not for profit. (b) Resident manager and support services must be provided 24 hours a day, 7 days a week. (c) No such facility may be located within 1,000 feet of a similar facility.		Ozone House is a non-profit human service agency. They will provide onsite services 24 hours per day, 7 days per week. There is no similar facility within more than 1,000 feet. This is met.

ORDINANCE REFERENCE	REQUIRED	EXISTING CONDITIONS	PROPOSED
§122-548 Supportive Housing	(a) The maximum number of persons served per the facility shall not exceed 8. (b) On-site services shall be for residents of the facility only. (c) If the owner of the property does not reside on the premises, the owner must appoint a resident manager, who resides on the premises. The property owner must provide the name and contact information of this person upon request by the City. (d) For each adult cared for, the square footage of outdoor recreation or relaxation area required by the Building Code must be provided in the rear, side, or street side yard. Such outdoor space must be fenced and screened from any adjacent lot. (e) All new construction or additions to existing buildings shall be compatible with the scale and character of the surroundings, and exterior building materials shall be harmonious with other buildings in the neighborhood. (f) Screening in accordance with §122-634 shall be provided along all rear and side yard boundaries between the proposed use and property either zoned or used for single-family and two-family purposes.		(a) The facility would like the ability to serve more than eight supportive housing clients at a time, potentially up to fifty residents with the Phase 2 expansion. Exception requested. (b) On-site services will not be limited to residents, but will be limited to the client population of youth and young adults up to age 25. Exception requested. (c) This will be met and made part of the PUD agreement. (d) This is met. (e) The neighborhood as a whole is diverse with regards to structures. West, before Hewitt, are medical offices and EMU's facilities. East, there are some homes, then many multifamily developments. To the north, across the river, are luxury homes and utilities. The south elevation of the building reflects a multifamily "feel" which staff feels is not inconsistent with the diversity of the area. (f) This has been met.

Items to be Addressed:

- *Exception requested from front setback requirement for Phase 2 apartment building of §122-479(e), due to the constraints of the site.*
- *Exception requested from frontage buildout percentage requirements of §122-479(h), due to the constraints of the site.*
- *Exception requested from Private Frontage requirement of §122-484, due to the lack of a retail or commercial presence on the first floor open to the general public.*
- *Exception requested from §122-548(a), in the social interest of being able to serve more clients.*
- *Exception requested from §122-548(b), in the social interest of being able to serve a more clients.*

BUILDING LOCATION AND SITE ARRANGEMENT

§122-311(c)

"All elements of the site or sketch plan shall be harmoniously and efficiently organized in relation to the character of the proposed use, the size and type of lot, the size and type of buildings, and the character of the adjoining property. The site shall be so developed as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this chapter."

The plans indicate two buildings will be placed on the western portion of the site. The main building will be located close to the street, with an east and west wing. The west wing is primarily assembly space and only one level. The east wing and main body of the building are three levels; a garden level, partially below-grade; a first floor; and a second floor. The garden level and second floor are primarily residential; the first floor is home to most business operations. A second building may be placed, in a potential phase 2, to the north of the basketball court, which will be made available to parking at that time. Parking will be located to the east and north of the main building, as will the dumpster enclosure.

Items to be Addressed: *None.*

SITE ACCESS, TRAFFIC, AND PARKING**§122-311(d)**

"With respect to vehicular and pedestrian circulation on the site, including walkways, interior drives, and parking; circulation shall to the extent possible create potential cross-and joint-access to adjacent parcels and the existing block layout. Special attention shall be given to the location, number and spacing of ingress and egress points; general interior circulation including turnaround areas; adequate provisions for delivery of services (trash removal, school buses, mail and parcel delivery); separation of pedestrian and vehicular traffic; avoidance of building corners next to access drives; identification of addresses; storage of plowed snow; and arrangement of parking areas that are safe and convenient, and insofar as practicable, do not detract from the design of the proposed buildings and structures, neighboring properties, pedestrian and bicyclist safety, access to transit and flow of traffic on adjacent streets. All buildings or groups of buildings shall be so arranged as to permit adequate access by emergency vehicles as required by the City building code."

Note: The applicant is proposing construction of a crosswalk across Huron River Drive and the service drive to the south, in addition to the sidewalk along the south frontage, which also serves to provide a safe, accessible space for people to wait for the bus, as well as access the bus.

Figure 10: Parking Layout

ORDINANCE REFERENCE	REQUIRED	EXISTING CONDITIONS	PROPOSED
NC: §122-670 CIRCULATION STANDARDS	Sites of 1 acre or more requires a circulation plan		No circulation plan is provided. None requested by staff due to a single access drive.
§122-685 PARKING Dimensions	• 9'x18' minimum, exceptions if adjacent to wall or overhang provided • May have 20% small car (8'x16', signed) • May have 10% motorcycle (5x8', signed)	Vacant	-40 spaces total -30 spaces at 9' x 18' & 9' x 20' proposed, meets -8 spaces at 8' x 16' for compact, meets, requires signs -2 barrier free, meets
§122-683 Access	5' walkway from parking lot to parks, commercial, transit, walkways, institutions; raised/marked crosswalks within parking lot		Phase I: 5' – 7' paths, meets Phase II: no walkway shown. Applicant to address with administrative review prior to construction of phase 2.
Ingress & Egress	• Aligned across ROW, or offset by 25' • >50' from intersection • 20'-30' driveway		-meets -250', meets -26', meets
Internal Maneuvering	10' (one-way), 20' (two-way)		-22', meets

Surfacing	durable bonded material in accordance with accepted engineering standards, or alternative surfacing materials		Meets, see engineering review
Drainage	shall be graded and drained to public storm sewers		Meets, see engineering review
Setback from street	Parking lot setbacks are designated by the zoning district		Meets
Setback from adjacent lot	Parking areas are required to be 10' from any adjacent lot.		Meets
Striping	For parking lots containing five or more spaces, all spaces shall be outlined with three-inch wide strips of white or yellow paint, except that barrier-free spaces shall be blue, with a symbol of compliance in blue, and signed in accordance with the State Barrier-Free Code.		Striping indicated on plans, meets
Wheel Stops	For parking lots containing five or more spaces or accessory to commercial uses, wheel stops or curbing shall be provided for all parking spaces to prevent any vehicle from projecting beyond the parking lot area, bumping any wall or fence, or encroaching upon any landscaping. In all cases where parking lots abut public or private sidewalks, continuous concrete curbing or bumper stops, at least six inches high, shall be placed so that a motor vehicle cannot be driven or parked on, or hang over, any part of any sidewalk.		Curbing proposed, meets
Lighting	With the exception of multiple-family dwellings on individual lots containing no more than four units, parking and loading facilities utilized during night-time hours shall be artificially illuminated. All such outdoor lighting shall meet the requirements of §122-609.		Lighting indicated on plans and photometric, meets

Screening & Landscaping (internal) 122-684	1 tree per 8 spaces		40/8=5 required, 5 proposed, meets	
	1 landscape island for each 16 spaces		2 proposed, meets	
	Islands w trees: 9' wide min and 160' sf Islands w 5' min walkway: 11' wide min Islands: curbed or used for stormwater		-meets -n/a -meets	
	All aisle-ends & corners protected w curbed island		Meets	
	3' between curb and planting (5' if vehicle overhang)		Meets	
	Screening & Landscaping (perimeter)	Screened in accordance with 634 if abutting R1, MD, CN, CN-Mid, CN-SF		6' privacy fence west of parking lot meets
		3'-4' screen 80% opacity where visible from ROW		Meets
		Landscaped areas, walls, structures, walks- must be protected by curbing		Meets
	§122-691 Motor spaces	Phase 1: group residence/roominghouse: 1 per bedroom or sleeping room, plus 1 per each employee.	2 units, 2 staff: 4 spaces.	30 spaces required in phase 1; 31 provided. 46 spaces required (total) in phase 2; 40 provided. Waiver for 14% of required spaces requested for Phase 2 parking, due to proximity of bus stop and site constraints.
Phase 1: Business and professional offices, 1 per 300 sf usable area		8,000sf /300=26		
Phase 2: Multiple-family dwellings, including townhouses 1.5 for each dwelling unit, plus 1 for each 10 dwelling units for guest parking.		10 units maximum; 16 spaces.		
NOTE: Staff did not calculate "child care center" standards, as the children cared for will be residents and incorporated into the office uses of the site, thus falsely duplicating estimated parking demand.				
Bicycle spaces		1 per 5 motor spaces, minimum of 2	40/5=8 required	14 spaces, meets
§122-692 Parking discounts	Transit	AAATA bus route 3 has stop at corner of HRD and Superior, w/in 100 '	20% of 80=16 spaces	
	Alternative Vehicles	n/a		
	Bicycle	No covered spaces proposed		
	PC discretion, special circumstances not listed above	Up to 20% for special circumstances		

§122-672	SIDEWALKS	provide a sidewalk or shared-use path		5'-7' on HRD, meets None proposed on Superior Rd. Exception requested; Superior Rd is under control of WCRC, whom generally does not require sidewalks. Sidewalks are not anticipated north of the development, and due to site constraints, would be prohibitively expensive to construct.
§122-675	TRAFFIC VISIBILITY	Maintain shrubs/other obstructions lower than 30" and trees/other obstructions higher than 8': At driveway: within a 10'x10' triangle formed by the street ROW line and the edge of the driveway At intersection: within a 25' x 25' triangle formed by an extension of the property lines, as measured from the pavement edges.		Eastern arborvitae southwest of the drive is in the 10 x 10 triangle due to the expanded right-of-way. Recommend replacing arborvitae with low evergreen shrubs and a deciduous tree.

Items to be Addressed:

- Applicant to provide compact car signage for the eight compact car parking spaces.
- Applicant to provide a fully connected 5' or wider walkway from the phase II apartment building to the sidewalk on Huron River Drive; to be reviewed administratively at point of construction.
- Waiver for 14% of the vehicle parking requested under 122-691 due to site constraints and proximity of bus stop.
- Exception requested from sidewalk requirement per 122-672 along Superior Drive.
- Applicant to review landscaping at southwest corner of site adjacent to drive and propose alternate plantings to meet both off-street parking screening requirements and traffic visibility requirements.

ENGINEERING & STORMWATER**§122-311(f), §122-311(g)**

(6) Adequate services and utilities including sanitary sewers shall be available or provided, with sufficient capacity to properly serve the development. Appropriate measures will be taken to ensure that site drainage will not adversely affect adjoining properties or the capacity of the public storm drainage system, or nearby bodies of water. Provisions shall be made to accommodate stormwater and prevent soil erosion. All stormwater management facilities, including but not limited to storm sewers and detention/retention facilities, shall be designed in accordance with the "Rules of the Washtenaw County Water Resources Commissioner," together with any special provisions established by the city.

(7) Natural resources will be protected to the maximum feasible extent. The proposed development will not cause soil erosion or sedimentation problems, and will respect floodways or floodplains on or in the vicinity of the subject property.

Engineering plan review is required for this development as impervious surface is being added, and grade changes are present on the site.

Items to be Addressed: See engineering review. Engineer sees no impediment to approval.

SCREENING

§122-311(h)

"The site plan shall provide reasonable visual and sound privacy for all dwelling units on or adjacent to the property. Fences, walks, barriers, and landscaping shall be used, as appropriate, for protection and enhancement of the property. All outdoor storage of materials, loading and unloading areas, and refuse containers shall be screened or located so as not to be a nuisance. Outdoor lighting shall be shielded so as to not adversely affect neighboring properties or traffic on adjacent streets."

Figure 11: Screening

ORDINANCE REFERENCE	REQUIRED	EXISTING CONDITIONS	PROPOSED
§122-609 Lighting	• Dark Sky compliant; may be full cutoff where affecting residential uses • not >0.5 fc @ lot line • not >16' in height • not < 0.3 fc		-meets -meets -proposed @ 25', exception requested due to the extensive tree cover surrounding the site minimizing offsite impacts and site constraints in locating additional lighting. -meets
§122-608 Refuse Containers	masonry enclosure 1' taller than dumpster (no less than 6'), in rear yard, 80% opaque swing door, on a concrete pad		Applicant to provide more details on dumpster enclosure prior to construction.
§122-631 Landscape plan			Included
§122-634 Screening Between Land Uses <i>if conflicting use</i>	visual buffer of at least 80% opacity and 6' height		6' vinyl fence on west side of property proposed, meets

ORDINANCE REFERENCE	REQUIRED	EXISTING CONDITIONS	PROPOSED
§122-636 Street Trees	1 tree per 30' of lineal frontage, centered between sidewalk and back of curb.	230 of street frontage in area considered $230/30=8$	Only 7 street trees in the 230' considered, 10 proposed on entire frontage with 11 required. Applicant to evaluate ability to allow existing trees to remain where possible, or add additional tree on east side of site.
§122-638 Site Landscaping	10%	$94,219.5 \times .10 = 9,422$	~14,000 proposed, meets
§122-640 Exterior Electrical	Screen when visible from any primary visual exposure area		n/a
§122-632 Landscape Elements	Quality, composition, berms, spacing, species		Replace Callery Pear with a less invasive ornamental species.
§122-633 (d)(e) Maintenance	Readily available and acceptable water supply; may install underground sprinkler system		Maintenance addressed in plans

Items to be Addressed:

- *Exception requested from maximum pole height in 122-609(c) due to the character of the site and the site constraints in locating additional fixtures.*
- *Applicant to provide details for the dumpster enclosure for administrative review.*
- *Applicant to evaluate ability to allow existing trees to remain where possible, or add additional tree on east side of site.*
- *Applicant to replace Callery Pear trees with similar trees with less invasive habit.*

PHASING**§122-311(i)**

"Separate phases of development shall be in logical sequence, and each phase shall stand alone so that no one phase will depend upon a subsequent phase for adequate access, public utility services, drainage, or other improvements."

The applicant proposes the initial construction of the main office building; with potential construction of additional apartments at some undetermined date in the future. As PUD agreements are often challenging to revisit, staff has advised applicant to apply for both phases at this time.

OTHER DEPARTMENT AND AGENCY APPROVALS

§122-311(j)

"Site plans shall conform to all applicable requirements of state and federal statutes, including health and pollution laws, fire or explosion hazards, toxic and hazardous materials, and barrier-free requirements. Site plan approval may be conditioned on the applicant receiving necessary county, state, or federal permits before a local building permit or occupancy permit is granted."

FIRE DEPARTMENT

As applicant is requesting a curb cut opening and a new parking lot, Fire Department review and approval is required. Fire Department to review fire suppression and hydrant location.

WASHTENAW COUNTY ROAD COMMISSION

The applicant is responsible for obtaining permits from the Washtenaw County Road Commission before beginning work on any portion of the County right-of-way, including sidewalks, curbs, and driveways on Huron River Drive and Superior Rd. A 15' ROW on HRD has been requested by the WCRC.

MASTER PLAN CONSIDERATIONS

§122-311(k)

"An objective of site plan review shall be to protect and promote public health, safety, sustainability and general welfare. It is also the intent of site plan review to improve the quality of existing developments as they are expanded, contracted, or redeveloped in keeping with sound site development standards of this chapter and city master plan."

Safety comes first. This development would help to secure safe housing for at-risk and homeless youth, and work to provide them with valuable life skills to help ensure that they can stay safe in the future.

Diversity is our strength. This development would serve a diverse youth population, an important segment of Ypsilanti's population.

Anyone, no matter what age or income, can find a place to call home in Ypsilanti. This development would provide temporary and supportive housing to at-risk and homeless youth, who may have no income.

Anyone can easily walk, bike, drive or take transit from anywhere in Ypsilanti and to anywhere else in Ypsilanti and beyond. This is located on the #3 bus route, which runs regularly to connect UM, UM hospital, WCC, St Joe's, EMU, and downtown Ypsilanti. This is also quite near the Border-to-Border trail.

We can only achieve our vision by building a community amongst ourselves and with our neighbors.

Please see the decision-making rubric on pages 8-11 of the Master Plan.

PLANNED UNIT DEVELOPMENT: STANDARDS FOR APPROVAL

§122-706

In considering any application for a planned unit development, the Planning Commission and City Council must make their determinations based on the standards for site plan approval in §122-311 and the following standards:

(a) Conformance with the planned development concept. The overall design and all uses proposed in connection with a planned unit development must be consistent with and promote the intent of this article, as well as with specific project design standards set forth in this chapter.

COMMENTS: The overall use of the site aligns with the Master Plan. The design of the building and parking/circulation areas strive to conform with the dimensional standards of the zoning ordinance, but are challenged by the difficult layout of the site. This is an economic use of land, as it combines many far-flung services into one location. This use puts the site to a public purpose while also preserving the natural resources, utility functionality, and stormwater benefits of the site.

(b) Recognizable benefits. The planned development will result in recognizable and substantial benefits to the ultimate users of the project and to the community in general where such benefits would otherwise be unfeasible or unlikely to be achieved.

COMMENTS: Ozone House has had a long history in the community of providing needed services to area youth.

(c) *Compatibility with adjacent uses. The proposed planned unit development must be designed with due regard to its relationship with development on surrounding properties and uses thereon, including building heights, setbacks, density, parking, circulation, landscaping, views, and other layout features. In particular, consideration must be given to the following:*

- (1) *The bulk, placement, architecture, and types of materials used in construction of proposed structures.*
- (2) *The location and screening of vehicular circulation and parking areas in relation to surrounding development.*
- (3) *The location and screening of outdoor storage, outdoor activity or work areas, and mechanical equipment in relation to surrounding development.*
- (4) *The hours of operation of the proposed uses.*
- (5) *Landscaping, preservation of historic features, and other site amenities.*

COMMENTS: The building is larger than those in the immediate area, however, the scale is aligned with multifamily and office buildings a short distance away, both east and west. The vehicle access and circulation is adequate to serve the buildings proposed; there is no future development potential to consider on the site due to the extreme challenges. Screening to the east is more than adequate due to existing vegetation; screening to the west is provided through a mix of landscaping and fencing. Operation, by nature of the mission of the organization, will be 24 hours, 7 days a week; this likewise aligns with other uses along this corridor. The site will remain largely open space.

(d) *Impact of traffic. The planned development must be designed to minimize any adverse impact of traffic generated by the proposed development. Consideration must be given to the following:*

- (1) *Estimated traffic to be generated by the proposed development.*
- (2) *Access to major thoroughfares.*
- (3) *Proximity and relation to intersections.*
- (4) *Adequacy of driver sight distances.*
- (5) *Location of and access to off-street parking.*
- (6) *Required vehicular turning movements.*
- (7) *Provisions for pedestrian traffic.*
- (8) *Access to loading and unloading areas.*

COMMENT: The site is located along a major thoroughfare, and is not expected to generate much traffic. Many clients will arrive via bus; still others will take the new provided sidewalk and crosswalk from other points within the City and beyond. Vehicle provisions are adequate.

(e) *Public services. The proposed type and density of use must not result in a material increase in the need for public services, facilities, and utilities; including but not necessarily limited to water and sewer services, public roads, fire and police protection, and schools. The proposal must not place an undue burden upon the subject or surrounding land or property owners and occupants or the natural environment.*

COMMENT: No such increase in demand is anticipated. The services provided at this location generally decrease the overall need for public safety and health services throughout the area.

(f) *Compatibility with master plan and this chapter. The proposed development must be compatible with the adopted City master plan and with the spirit and intent of this chapter.*

COMMENT: See earlier discussion. Staff believes this development to be consistent with the Master Plan.

(g) *Economic impact. The proposed development must not result in an unreasonable negative economic impact upon surrounding properties.*

COMMENT: Such is not anticipated.

(h) *Compliance with applicable regulations. The proposed development must be in compliance with all applicable federal, state, county, and local laws and regulations.*

COMMENT: Such compliance will be required prior to any issuance of Certificates of Occupancy.

(i) *Phasing. Where a project is proposed for construction in phases, the project must be so designed that each phase, when completed, must be capable of standing on its own in terms of the presence of services, facilities, and open space; and must contain the necessary components to ensure protection of natural resources and the health, safety, and welfare of the users of the planned unit development and the occupants of the surrounding area.*

COMMENT: The phases are indeed so constructed.

STAFF RECOMMENDATIONS

Staff recommends the Planning Commission recommend that City Council **approve** the Ozone House Planned Unit Development at 1600 Huron River Drive with the following findings, waivers, exceptions, and conditions:

Findings

1. The application substantially complies with §122-311, §122-702, and §122-706.

Waivers

1. For a reduction of 14% in the required vehicle parking under 122-691 due to site constraints and proximity of bus stop.

Exceptions

1. From the front setback requirement for Phase 2 apartment building of §122-479(e), due to the constraints of the site.
2. From the frontage buildout percentage requirements of §122-479(h), due to the constraints of the site.
3. From the Private Frontage requirement of §122-484, due to the lack of a retail or commercial presence on the first floor open to the general public.
4. From the §122-548(a), limiting the number of supportive housing residents, in the social interest of being able to serve more clients.
5. From §122-548(b), limiting provision of supportive services to residents only, in the social interest of being able to serve a more clients.
6. From sidewalk requirement of §122-672 along Superior Drive, with the finding that the site constraints and future connectivity make such construction impractical and undesirable, and the additional finding that provision of a crosswalk across Huron River Drive and the service drive to the south provide a superior benefit.
7. From the maximum light pole height in §122-609(c) due to the character of the site and the site constraints in locating additional fixtures.

Conditions

1. Applicant to provide compact car signage for the eight compact car parking spaces.
2. Applicant to provide a fully connected 5' or wider walkway from the phase II apartment building to the sidewalk on Huron River Drive; to be reviewed administratively at point of construction.
3. Applicant to review landscaping at southwest corner of site adjacent to drive and propose alternate plantings to meet both off-street parking screening requirements and traffic visibility requirements.
4. Applicant to provide details for the dumpster enclosure for administrative review.
5. Applicant to evaluate ability to allow existing trees to remain where possible, or add additional tree on east side of site.
6. Applicant to replace Callery Pear trees with similar trees with less invasive habit.
7. All site improvements related to construction of the Phase 2 building shall be reviewed administratively and in accordance with the PUD agreement. Any changes to the location or increases in the intensity of use of the building will be subject to the provisions of §122-708.

Bonnie Wessler, AICP
City Planner, Community & Economic Development Department

Cynthia Kochanek
Preservation Planner, Community & Economic Development Department

4. **Planned Unit Development – 1600 Huron River Drive**

Planner Wessler gave a brief presentation stating that this is a request for a Planned Unit Development (PUD) for Ozone House. It is a city owned parcel on the corner of Superior and Huron River Drive and is the site of a former YCUA well and current site of a YCUA pumping station. YCUA holds an easement over the east portion of the site and there will be a future drainage over the east site of the site. DTE has two easements over the property and roads are covered by Washtenaw County. There are steep slopes on site, complicated by sandy soil, which preclude development along the east half of the parcel and much of the north.

They are proposing a multipurpose building, with associated parking and outdoor recreation areas (decks and walkouts as well as a basketball court). This building would have a mix of storage, office and housing. On the lower level, there are eight bedrooms with a shared kitchen, study area and bathrooms, as well as a shared living area with walkout deck proposed, as well as storage, laundry and a recreation room. On the ground/main floor, there are office spaces, work areas, meeting rooms, storage, medical offices, childcare spaces and multipurpose rooms. The upper story has two large multipurpose rooms, as well as another eight bedroom unit with shared living, dining, toileting, and recreation/learning areas. This unit also has access to the outdoors via screened porch. The building is a total of approximately 19,066 sq. ft.

PUD's are difficult to amend therefore Planning Department is trying to include as much administrative approvals as possible through this process. A PUD gives us the flexibility to approve exceptions.

The applicant also has a potential Phase 2 of a two-story 8-10 unit apartment block, proposed just north of the basketball court, with a footprint of approximately 3,500 sq. ft. In the event of development, this court would become parking to serve the new housing. Staff is recommending approval.

Commissioner Zuellig moved to open the public portion of the hearing (Support: P. Hollifield) and the motion carried unanimously.

Krista Girty, Exec. Director of Ozone House – was accompanied by Joe Maynard, from Washtenaw Engineering, and Jan Culbertson, from A3C Collaborative Architecture. Ozone House is 49 years old and they work with people in crisis in many ways. They've outgrown their office and are moving from their properties in Ann Arbor consolidating their services. This will be an L-shaped building. There will be two housing groups – one for juveniles 10-17 year olds and one for 18-21 year olds who can live there for up to 18 months, helping them to be skilled and live on their own. The lower level will be separate from the 10-17 year olds with their own outside space. One building will be for training, counseling, health, etc. They will also have a future expansion wing that can be used for more living space if necessary. She feels that 50 people is reasonable.

They reviewed the proposed drawings of the property, including sidewalks, buildings, landscaping, and storm water with rain garden. He noted the location of the bus stop. They have water services coming on site as well as a fire hydrant.

Patrick Gaulier, 1613 Gregory – is not only a resident but is an employee of Ozone House. He added there have been several neighborhood meetings with personnel from Ozone House and they approve of the potential project and its use.

Planner Wessler added that five emails that had been received in support of the project as well as one packet of information.

Commissioner Zuellig moved to close the public portion of the hearing (Support: T. Dennis) and the motion carried unanimously.

Commissioner Zuellig comments that this is one of the best site plans that she had seen – it is very thoughtful, architecturally great and she is very supportive.

Commissioner Dennis moved that the Planning Commission recommend that City Council approve the Ozone House Planned Unit Development at 1600 Huron River Drive with the following find, waiver, exceptions and conditions:

Findings

1. The application substantially complies with Sec 122-311, Section 122-702 and Sec 122-706.

Waiver

1. For a reduction of 14% in the required vehicle parking under Sec 122-691 due to site constraints and proximity of bus stop.

Exceptions

1. From the front setback requirement for Phase 2 apartment building of Sec 122-479(e) due to the constraints of the site.
2. From the frontage build-out percentage requirements of Sec 122-479(h), due to the constraints of the site.
3. From the private Frontage requirement of Sec 122-484, due to the lack of a retail or commercial presence on the first floor open to the general public.
4. From the Sec 122-548(a), limiting the number of supportive housing residents, in the social interest of being able to serve more clients.
5. From Sec 122-548(b), limiting provision of supportive services to residents only, in the social interest of being able to serve a more clients.
6. From sidewalk requirement of Sec 122-672 along Superior Drive, with the finding that the site constraints and future connectivity make such construction impractical and undesirable, and the additional finding that provision of a crosswalk across Huron River Drive and the service drive to the south provide a superior benefit.
7. From the maximum light pole height in Sec 122-609(c) due to the character of the site and the site constraints in locating additional fixtures.

Conditions

1. Applicant to provide compact car signage for the eight compact car parking spaces.
2. Applicant to provide a fully connected 5' or wider walkway from the Phase II apartment building to the sidewalk on Huron River Drive; to be reviewed administratively at point of construction.

3. Applicant to review landscaping at southwest corner of site adjacent to drive and propose alternate plantings to meet both off-street parking screening requirements and traffic visibility requirements.
4. Applicant to provide details for the dumpster enclosure for administrative review.
5. Applicant to evaluate ability to allow existing trees to remain where possible, or add additional tree on east side of site.
6. Applicant to replace Callery pear trees with similar trees with less invasive habit.
7. All site improvements related to construction of the Phase 2 building shall be reviewed administratively and in accordance with the PUD agreement. Any changes to the location or increases in the intensity of use of the building will be subject to the provisions of Sec 122-708.

The motion was supported by Commissioner Madigan. A roll call vote was taken and carried unanimously 6:0.

5. **Code Enforcement**

At previous meetings, there have been many people attending who complain about code enforcement in the city. Because of this, City Planner Wessler asked the Code Enforcement Office to give a presentation to the Board in an effort for the members to have a better understanding of his position and responsibilities.

James Jackson, Code Enforcement Officer – stated that he is the only person that has the authority to write civil infractions that are done in the city. He does nothing on commercial buildings, or city property. He covers sidewalks, noise, animals, graffiti, snow removal, litter, signage in wrong places. He ensure that anything that is in the city code is enforced and that property owners are aware of what they can/cannot have.

He also does all the paperwork on a daily basis, five days a week. He also gets complaints to check out through See Click Fix for the City, Manager's Office and other avenues.

Commissioner Dennis asked about uneven sidewalks and Mr. Jackson responded that if it is a city sidewalk, he contacts the Department of Public Services. Commissioner Zuellig asked how he covered the city and Mr. Jackson responded that he tends to do the high priority areas first, i.e. downtown, around schools, then go to the neighborhoods. With regard to trash/litter, he waits until after the trash pick-up day for the neighborhood then he goes out and does a sweep. One of the biggest violators is the city itself with regard to street litter. He also stated that the parking lots are also a problem with litter.

VI. **NEW BUSINESS**

1. Resolution from the Housing Affordability and Access subcommittee

Planner Wessler stated that we have a subcommittee of the Planning Commission that is currently in the discovery phase of drafting either a Master Plan amendment or a sub-plan for the Master Plan regarding housing. They met for the second time at the beginning of this

OZONE HOUSE

SUPERIOR ROAD

PARCEL ID # 11-11-05-240-003

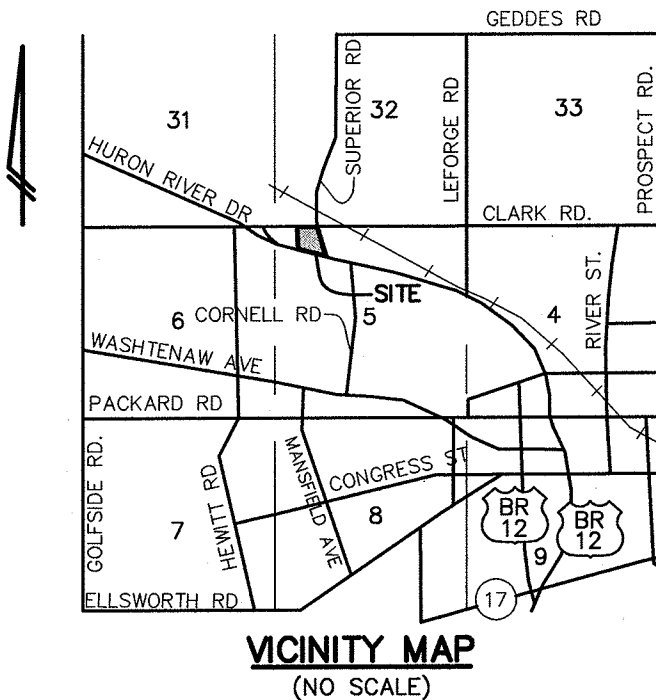
A PART OF THE NORTHWEST 1/4 SECTION 5, T3S, R7E,
CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN

SITE PLAN

FOR:
OZONE HOUSE

1600 NORTH HURON RIVER DRIVE
ANN ARBOR, MI 48104
734-662-2265

FEBRUARY 2018



VICINITY MAP
(NO SCALE)

CONSTRUCTION NOTES:

- ALL WORK SHALL CONFORM TO CITY OF YPSILANTI AND THE W.C.R.C. SPECIFICATIONS.
- ALL WORK NOT COVERED BY THE ABOVE WILL BE IN ACCORDANCE WITH THE 2012 MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, PROPOSED SPECIFICATIONS AND THE CONTRACT DOCUMENTS.
- IT IS ESSENTIAL THAT THE CONTRACTOR FAMILIARIZE HIMSELF WITH THE SITE PRIOR TO SUBMITTING PROPOSAL.
- IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY AND/OR OBTAIN ANY INFORMATION NECESSARY REGARDING THE PRESENCE OF UNDERGROUND UTILITIES WHICH MIGHT AFFECT THIS JOB.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO AND THE REPAIR OF ANY EXISTING UTILITY LINE IN THE CONSTRUCTION ZONE.
- AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL CALL "MISS DIG" (1-800-482-7171) FOR UTILITY LOCATIONS.
- LOCATION OF EXISTING UTILITIES WERE TAKEN FROM EXISTING PLANS. LOCATIONS WERE FIELD VERIFIED WHERE POSSIBLE.
- CONTRACTOR MUST OBTAIN AN EROSION CONTROL PERMIT FROM THE WASHTENAW COUNTY WATER RESOURCES COMMISSIONER PRIOR TO BEGINNING EARTH MOVING. CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO BEGINNING CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REMOVAL OF ALL TEMPORARY EROSION CONTROL MEASURES PER THIS APPROVED PLAN.
- ANY CONDITIONS EXISTING ON THE SITE THAT ARE NOT CONSISTENT WITH THE PLANS OR SOIL EROSION SEDIMENTATION PERMIT WILL RESULT IN A STOP WORK ORDER AND REVOCATION OF THE SOIL EROSION SEDIMENTATION CONTROL PERMIT.
- ALL FILL MATERIAL MUST BE PLACED IN LIFTS NOT EXCEEDING 12 INCHES AND COMPACTED TO 95% OF THE MAXIMUM UNIT WEIGHT.
- THE CONTRACTOR WILL BE REQUIRED TO PROOF ROLL (WITH A HEAVY RUBBER TIRED VEHICLE) ALL FILL AREAS PRIOR TO PLACING ADDITIONAL FILL AND ALL CUT AREAS UPON COMPLETION OF THE CUT AND PRIOR TO PLACING SUBBASE MATERIAL. IF THE PROOF ROLLING INDICATES UNSTABLE AREAS THE UNSTABLE MATERIAL MUST BE REMOVED AND REPLACED WITH MATERIAL MATCHING THE ADJACENT SOILS TO THE ELEVATION OF THE SUB-GRADE.
- THE FINISHED SUBGRADE MUST BE GRADED WITHIN A TOLERANCE OF ± 0.1 FEET OF DESIGN GRADE COMPACTED TO NOT LESS THAN 95% OF THE MAXIMUM UNIT WEIGHT TO A DEPTH OF 9 INCHES AND APPROVED BY THE OWNERS REPRESENTATIVE PRIOR TO PLACEMENT OF THE SUBBASE.
- THE FINISHED SUBBASE MUST BE GRADED WITHIN A TOLERANCE OF $\pm 3/4$ INCH OF THE DESIGN GRADE AND APPROVED BY THE OWNERS REPRESENTATIVE PRIOR TO PLACEMENT OF THE AGGREGATE BASE. FINE GRADING PRIOR TO THE PLACEMENT OF THE AGGREGATE BASE MATERIAL SHALL BE INCLUDED IN THE COST OF FURNISHING AND PLACING THE SUBBASE.
- THE WORK OF CONSTRUCTING AN AGGREGATE BASE COURSE SHALL CONFORM TO MDT SPECIFICATION 302 EXCEPT THAT FINE GRADING PRIOR TO PLACEMENT OF THE BITUMINOUS SURFACING SHALL BE INCLUDED IN THE COST OF FURNISHING AND PLACING THE AGGREGATE BASE.
- ALL PAVEMENT GRADES SHOWN REPRESENT TOP OF PAVEMENT UNLESS OTHERWISE NOTED.
- THERE ARE TO BE NO STOCKPILES OF TOPSOIL ON-SITE. ANY EXCAVATED TOPSOIL IS TO BE REMOVED PROMPTLY BY THE CONTRACTOR.

OWNER

CITY OF YPSILANTI
ONE SOUTH HURON STREET
YPSILANTI, MI 48197
TEL: 734-483-1100

APPLICANT

OZONE HOUSE
1705 WASHTENAW AVE.
ANN ARBOR, MI 48104
ADMIN. & OFFICE: 734-662-2265

CIVIL ENGINEERING

WASHTENAW ENGINEERING COMPANY
3526 W. LIBERTY RD., SUITE 400
ANN ARBOR, MI 48106
OFFICE: 734-761-8800

ARCHITECT

A3C COLLABORATIVE ARCHITECTURE
115 1/2 EAST LIBERTY STREET
ANN ARBOR, MI 48104
OFFICE: 734-663-1910

SITE DATA TABLE

	EXISTING	PHASE 1	PHASE 2	REQUIRED	TOTAL PROPOSED
ZONING	NC	PUD	PUD	PUD	PUD
LOT AREA	5.48 AC± (238,643SF)	5.48 AC± (238,643SF)	5.48 AC± (238,643SF)	5.48 AC± (238,643SF)	5.48 AC± (238,643SF)
GROUND FLOOR AREA	0 SF±	7,855 SF±	3,520 SF±	—	11,375 SF±
GROUND FLOOR COVERAGE	0%	3.3%	1.4%	10% (OVERALL PROP.)	4.8%
TOTAL FLOOR AREA	0 SF±	19,066 SF±	7,040 SF±	—	26,106 SF±
FLOOR AREA RATIO	0%	8.0%	2.9%	10% (OVERALL PROP.)	10.9%
SETBACKS					
FRONT	15 FT	15 FT (12.3 TO VEST)	15 FT (12.3 TO VEST)	15 FT	15 FT (12.3 TO VEST)
REAR	35 FT	445.1 FT	28.5 FT	35 FT	244.8 FT
SIDE	10 FT	69.9 FT	244.86 FT	10 FT	28.5 FT
MIN. WIDTH	—	126.87 FT	801 FT	100.00	126.87 FT
NUMBER OF BUILDINGS	0	1	1	—	1
HEIGHT	—	(2) STORIES, 27' FT. 3"	(2) STORIES, 34 FT	(4) STORIES, 35 FT	(2) STORIES, 34 FT
PARKING	0 TOTAL 0 REGULAR 0 BARRIER FREE	40 TOTAL 38 REGULAR 2 BARRIER FREE (2 VAN)	0 TOTAL 0 REGULAR 0 BARRIER FREE	—	0 TOTAL 0 REGULAR 0 BARRIER FREE

NC — NEIGHBORHOOD CORRIDOR
PROPOSED USE — PUD

Site Analysis Statement

This project is a proposed office building and associated site improvements located in the City of Ypsilanti at the north west corner of N. Huron River Drive and Superior Road. The proposed use is for a youth center consistent with a business park setting. The traffic study is not required for this site per the Washtenaw County Road Commission and City of Ypsilanti preliminary meetings. This site drains directly to the Huron River. Storm water for the developed areas of the site will be directed to a dry detention basin and will outlet to an existing ditch on the property that discharges directly to the Huron River.

Uses:

Medical & Professional Office, Education, Child Care/Day Care Institution, Supportive Housing, Homeless Shelter, future 8-10 unit apartment building. Total projected maximum residents on site (incl. future building): 40
Typical Hours of Office Operation: M-TH 9am-8pm and Friday 9-5

Proposed Parking:

40 spaces based on projected staff and residents. 9 spaces double as a basketball court. Residents rely on public transportation and the Ozone House van. Staff and visitor parking (maximum use is 9-5 M-F): 17 Staff, 4 volunteers, 8 visitors/deliveries, drop in staff, Ozone Van = 30 spaces
This allows 10 spaces for growth and accommodates off hours "all staff" meetings and training events.

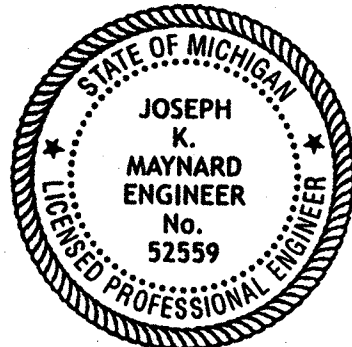
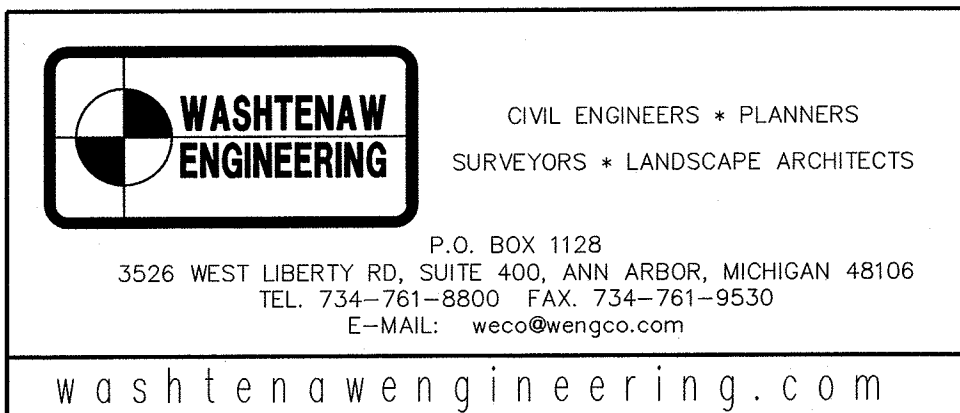
SHEET TITLE

SHEET NO.

COVER 1
BOUNDARY & TOPOGRAPHICAL SURVEY 2
REMOVAL PLAN 3
SITE PLAN 4
GRADING PLAN 5
UTILITY PLAN 6
STORM WATER MANAGEMENT — EXISTING DRAINAGE PLAN 7
STORM WATER MANAGEMENT — PROPOSED DRAINAGE PLAN 8
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DETAILS 10
FIRE PROTECTION AND TURNING TEMPLATE PLAN 11
HURON DRIVE ENTRENCE DETAIL 12
LANDSCAPE PLAN 13
LANDSCAPE DETAILS 14
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EXTERIOR ELEVATIONS A3.02 . . . 21



PREPARED BY

JOSEPH K. MAYNARD P.E., MICH No. 52559

REVISED: 03-28-18
ORIGINAL: 02-21-18

OZONE HOUSE

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DESCRIPTION

Land situated in the City of Ypsilanti, County of Washtenaw, State of Michigan described as follows:
Commencing at the West 1/4 corner of Section 5, Town 3 South, Range 7 East, Ypsilanti Township (now City of Ypsilanti), Washtenaw County, Michigan; thence North 00 degrees 29 minutes 30 seconds East 2045.52 feet along the West line of said section; thence South 75 degrees 36 minutes East 465.49 feet to a Place of Beginning; thence North 02 degrees 34 minutes East 353.07 feet; thence North 03 degrees 28 minutes West 90.30 feet; thence North 13 degrees 32 minutes West 133.89 feet; thence North 80 degrees 30 minutes East 151.96 feet; thence South 70 degrees 27 minutes East 296.78 feet; thence South 02 degrees 34 minutes West 597.62 feet along the centerline of Superior Road; thence North 75 degrees 36 minutes West 394.11 feet along the centerline of Huron River Drive to the Place of Beginning.

Also, that land lying between the North line of the above described land and the Huron River described as follows:
Commencing at the West 1/4 corner of Section 5, Ypsilanti Township (now City of Ypsilanti), Washtenaw County, Michigan; thence North 00 degrees 29 minutes 30 seconds East 2045.52 feet along the West line of said section; thence South 75 degrees 36 minutes East 859.60 feet along the centerline of Huron River Drive; thence North 02 degrees 34 minutes East 597.62 feet along the centerline of Superior Road for a Place of Beginning; thence North 70 degrees 27 minutes West 151.96 feet; thence North 13 degrees 32 minutes West to the South bank of the Huron river; thence Easterly along the South bank of the Huron River to a point which lies North 02 degrees 34 minutes East of the Place of Beginning; thence South 02 degrees 34 minutes West to the Place of Beginning.

Described by the assessing authority as:

Commencing at the West 1/4 post of Section 5, Town 3 South, Range 7 East; Thence North 00 degrees 29 minutes 30 seconds East 2045.52 feet; thence South 75 degrees 36 minutes East 465.49 feet to the Point of Beginning; thence North 02 degrees 34 minutes East 353.07 feet; thence North 03 degrees 28 minutes West 90.30 feet; thence North 13 degrees 32 minutes West 133.89 feet; thence North 80 degrees 30 minutes East 151.96 feet; thence South 70 degrees 27 minutes East 296.78 feet; thence South 02 degrees 34 minutes West 597.62 feet; thence North 75 degrees 36 minutes West 394.11 feet to the Point of Beginning. Also land commencing at the West 1/4 post of Section 5; thence North 00 degrees 29 minutes 30 seconds East 2045.52 feet; thence South 75 degrees 36 minutes East 859.60 feet; thence North 02 degrees 34 minutes East 597.62 feet to the Point of Beginning; thence North 70 degrees 27 minutes West 151.96 feet; thence South 80 degrees 31 minutes West 151.96 feet; thence North 13 degrees 32 minutes West to the Huron River; thence Easterly along the south bank of the river to a point North 02 degrees 34 minutes East of the Point of Beginning; thence South 02 degrees 34 minutes West to the Point of Beginning.

- LEGEND**
- | | | | | |
|------------------|------------|------------------|----------------|--------------------------|
| ☆ = LIGHT POLE | SPOT ELEV. | TC = TOP OF CURB | --- = GRAVEL | --- = EXISTING STORM |
| ⊙ = UTILITY POLE | POST | TW = TOP OF WALL | --- = FENCE | --- = EXISTING SANITARY |
| ⊙ = GUY ANCHOR | GATE VALVE | ○ = MANHOLE | --- = CONCRETE | --- = EXISTING WATER |
| ⊙ = HYDRANT | SIGN | ○ = CATCH BASIN | --- = ASPHALT | --- = EXISTING GAS |
| | | ○ = END SECTION | | --- = EXISTING ELECTRIC |
| | | | | --- = EXISTING TELEPHONE |

BENCHMARK BM1 - ARROW ON HYDRANT S. SIDE OF HURON RIVER DRIVE, WEST OF SUPERIOR ROAD. ELEVATION = 751.81' NAVD 88
BM2 - FOUND BRASS DISK IN EAST END OF SOUTH ABUTMENT OF SUPERIOR ROAD BRIDGE OVER HURON RIVER. ELEVATION = 721.99' NAVD 88

REVISIONS 2018-03-28 REVISED

WASHTENAW COUNTY SOIL SURVEY CLASSIFICATION

BbB - BLOUNT LOAM, 2 TO 6 PERCENT SLOPES
SnC - SISSON FINE SANDY LOAM, 6 TO 12 PERCENT SLOPES
StC - ST. CLAIR CLAY LOAM, 6 TO 12 PERCENT SLOPES
StE - ST. CLAIR CLAY LOAM, 18 TO 35 PERCENT SLOPES
W - WATER

..... SOILS BOUNDARY

SOILS ARE BASED ON USDA SOIL SURVEY OF WASHTENAW COUNTY.

SCALE 0 15 30 60
SCALE: 1"=30'

PREPARED BY *Thomas L. Sutherland*
THOMAS L. SUTHERLAND P.S., MICH No. 24620

BOUNDARY & TOPOGRAPHICAL INFORMATION
BASED ON TOPOGRAPHIC SURVEY PERFORMED BY ARBOR LAND CONSULTANTS, INC. JOB NO. 12705, DATED 12-19-05.



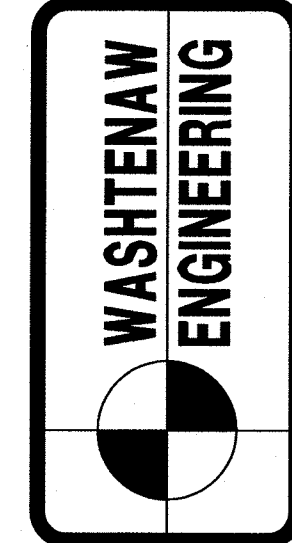
Know what's below.
Call before you dig.



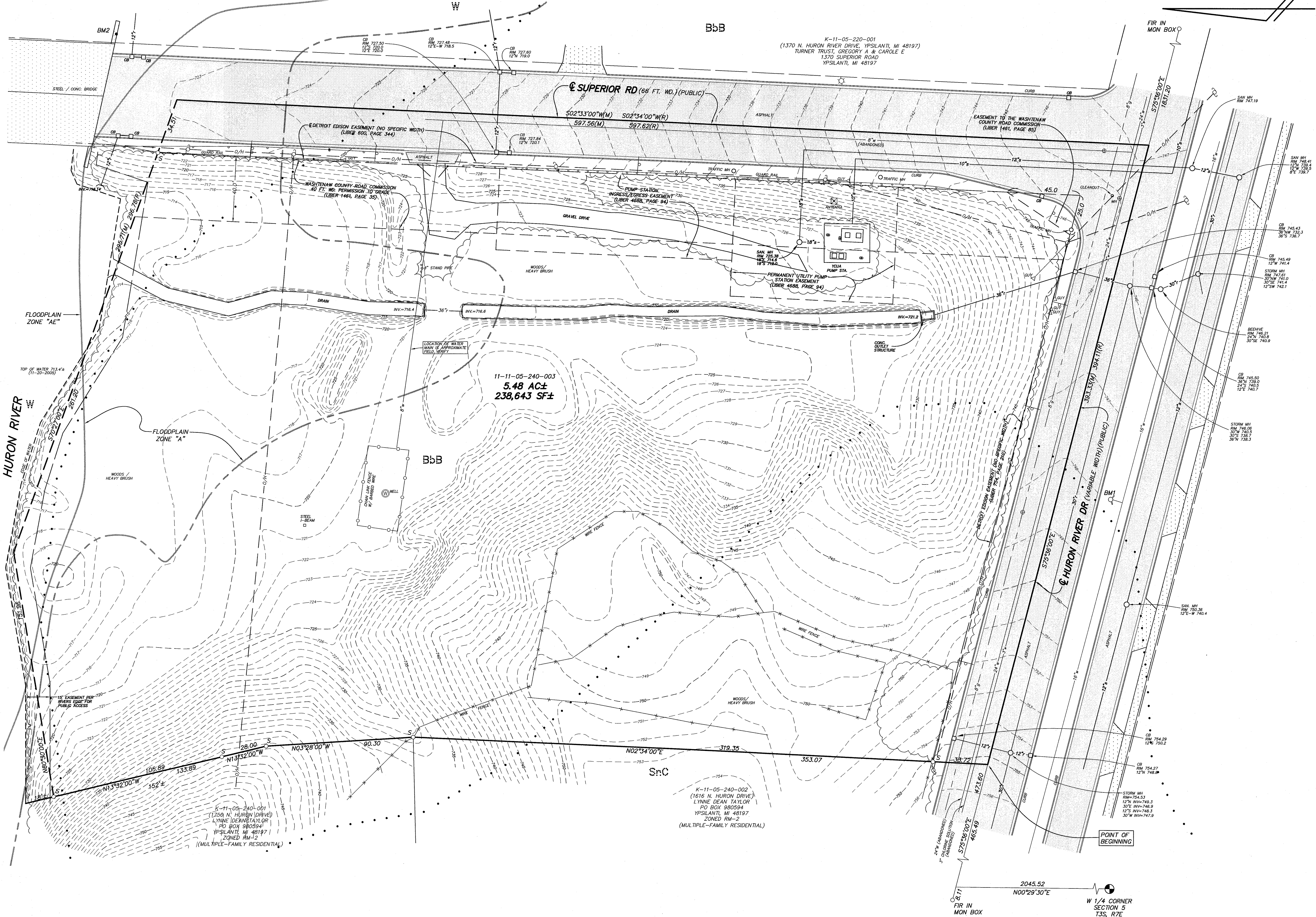
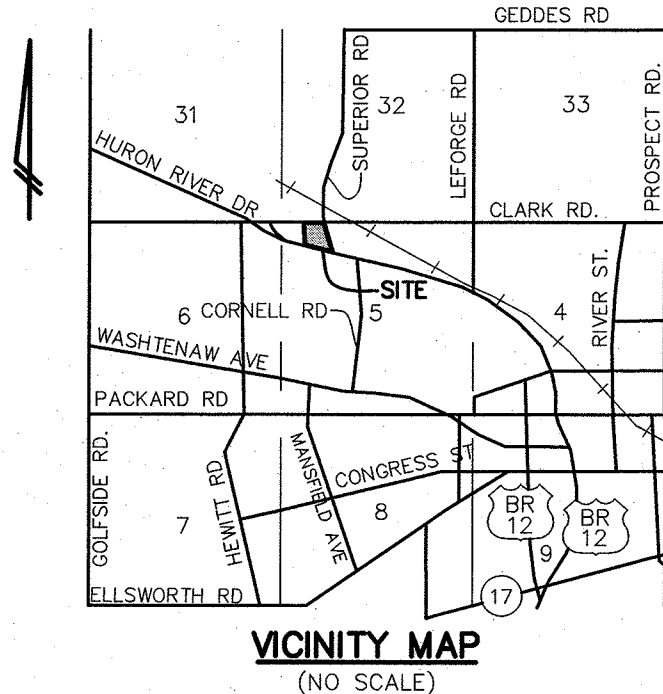
SECTION	5	TOWN	3	SOUTH	RANGE	7	EAST
PROJECT	OZONE HOUSE SUPERIOR ROAD						
CITY OF	YPSILANTI						
WASHTENAW COUNTY	MICHIGAN						
DATE	02-21-2018	JOB NO.	32289	DWG NO.	x-289-tpo	FIELD BOOK	NONE
SHEET	2	FILE NO.	10406				

**BOUNDARY AND
TOPOGRAPHICAL SURVEY**

A3C
115 1/2 E. LIBERTY
ANN ARBOR, MI, 48104
(734) 663-0710
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LEGEND		LEGEND	
	== LIGHT POLE		--- GRAVEL
	== UTILITY POLE		--- FENCE
	== GUY ANCHOR		--- CONCRETE
	== HYDRANT		--- ASPHALT
	== SPOT ELEV.		--- EXISTING STORM
	== POST		--- EXISTING SANITARY
	== GATE VALVE		--- EXISTING WATER
	== SIGN		--- EXISTING GAS
	== MANHOLE		--- EXISTING ELECTRIC
	== CATCHBASIN		--- EXISTING TELEPHONE
	== END SECTION		

TC = TOP OF CURB
TW = TOP OF WALL
o = MANHOLE
w = CATCHBASIN
- = END SECTION

--- GRAVEL
--- FENCE
--- CONCRETE
--- ASPHALT

--- EXISTING STORM
--- EXISTING SANITARY
--- EXISTING WATER
--- EXISTING GAS
--- EXISTING ELECTRIC
--- EXISTING TELEPHONE

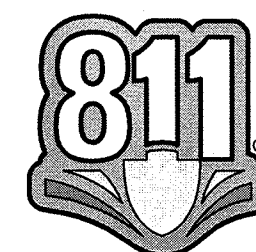
BENCHMARK BM1 - ARROW ON HYDRANT S. SIDE OF HURON RIVER DRIVE, WEST OF SUPERIOR ROAD. ELEVATION = 751.81' NAVD 88
BM2 - FOUND BRASS DISK IN EAST END OF SOUTH ABUTMENT OF SUPERIOR ROAD BRIDGE OVER HURON RIVER. ELEVATION = 721.99' NAVD 88

REVISIONS 2018-03-28 REVISED

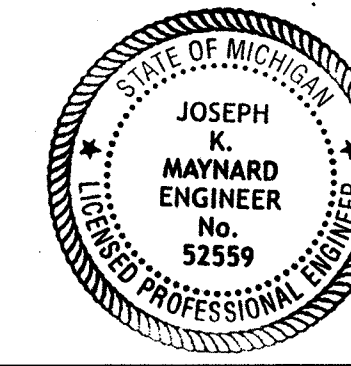
SCALE
0 15 30
SCALE: 1"=30'

PREPARED BY
JOSEPH K. MAYNARD P.E., MICH No. 52559

BOUNDARY & TOPOGRAPHICAL INFORMATION
BASED ON TOPOGRAPHIC SURVEY PERFORMED
BY ARBOR LAND CONSULTANTS, INC. JOB NO.
12705, DATED 12-19-05.



Know what's below.
Call before you dig.



SECTION	TOWN	RANGE	EAST
3	5	3	7
CITY OF YPSILANTI WASHTENAW COUNTY • MICHIGAN			
DATE 02-21-2018	JOB NO. 32289	DWG NO. x-289-rem	FIELD BOOK NONE
			FILE NO. 10406
3 SHEET			

OZONE HOUSE SUPERIOR ROAD

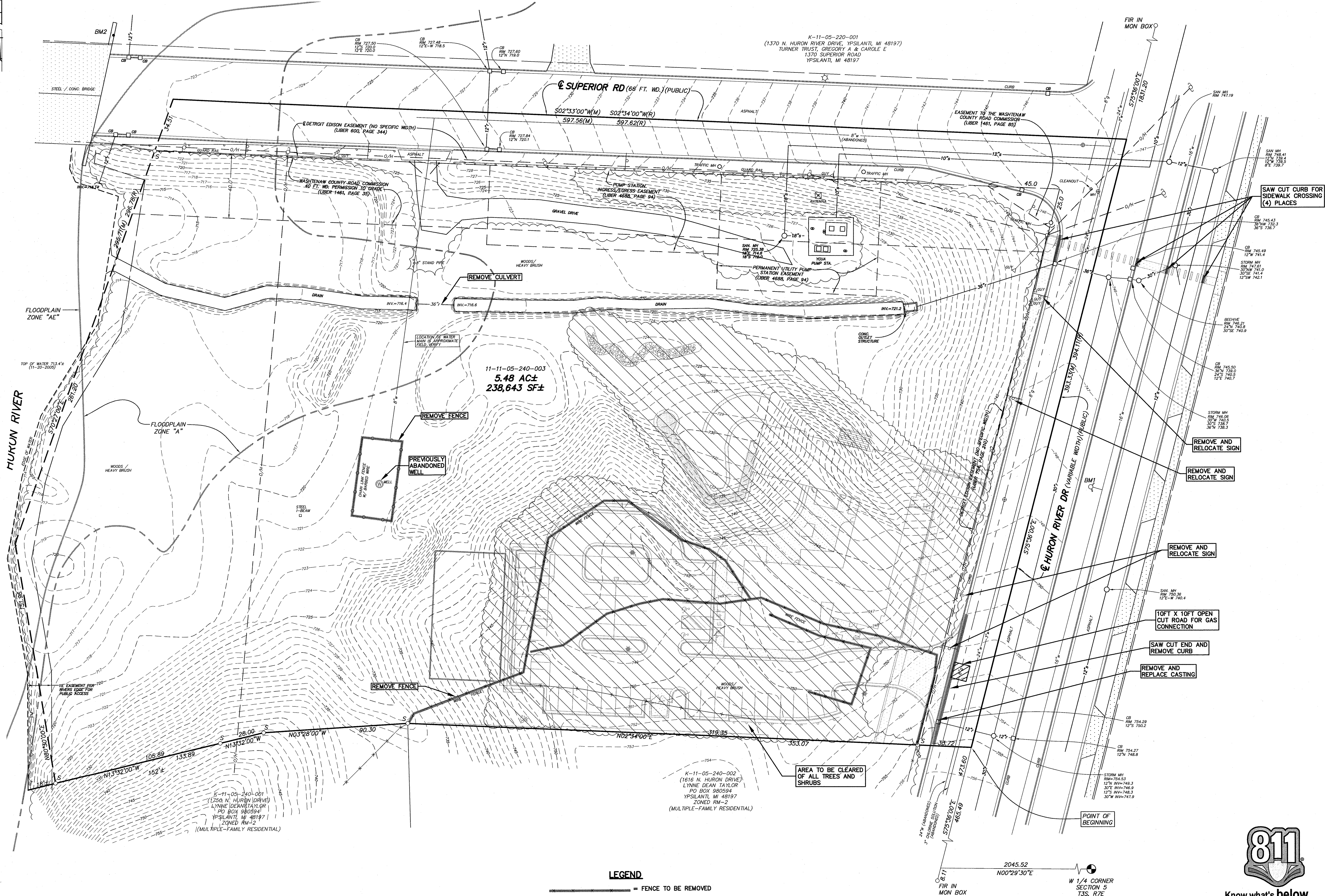
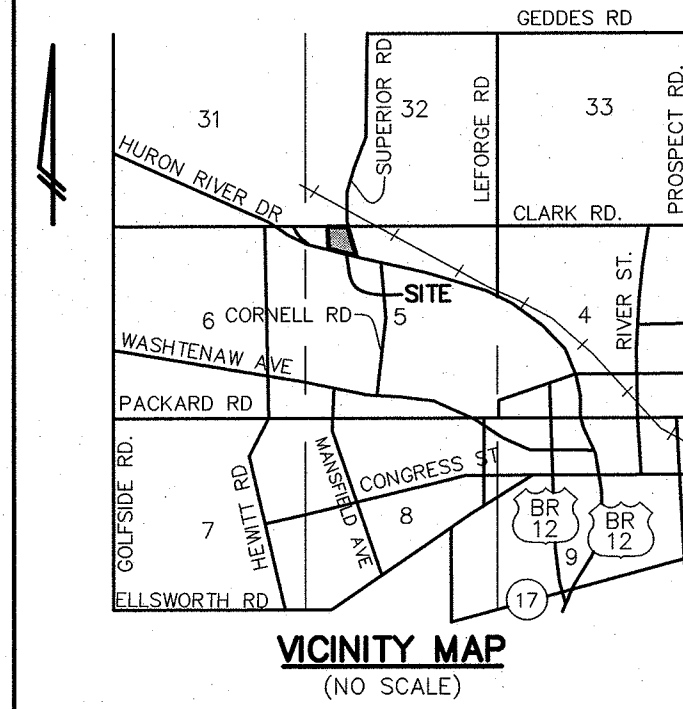
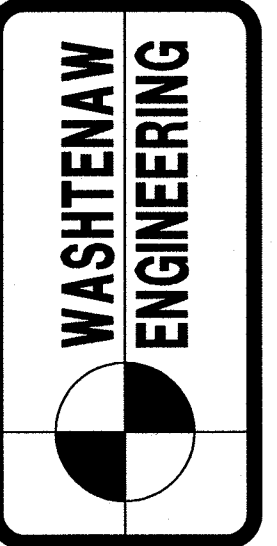
SHEET

REMOVAL PLAN

CLIENT

A3C
115 1/2 E. LIBERTY
ANN ARBOR, MI. 48104
(734) 663-1910
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SUITE 400 48103
ANN ARBOR MI 48106
TEL: 734-761-8900
FAX: 734-761-8530
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LEGEND

--- FENCE TO BE REMOVED

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LEGEND
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--- = EXISTING STORM
--- = EXISTING SANITARY
--- = EXISTING WATER
--- = EXISTING GAS
--- = EXISTING ELECTRIC
--- = EXISTING TELEPHONE

NOTES:

- FUTURE BUILDING SHALL HAVE A FULLY CONNECTED 5 FT WIDE WALKWAY FROM EXISTING BUILDING TO BE REVIEWED ADMINISTRATIVELY AT POINT OF CONSTRUCTION.
- ALL SITE IMPROVEMENTS RELATED TO CONSTRUCTION OF PHASE 2 BUILDING SHALL BE REVIEWED ADMINISTRATIVELY AND IN ACCORDANCE WITH THE P.U.D. AGREEMENT. ANY CHANGES TO THE LOCATION OR INCREASES IN THE INTENSITY OF USE OF A BUILDING WILL BE SUBJECT TO THE PROVISIONS OF SECTION 122-708.

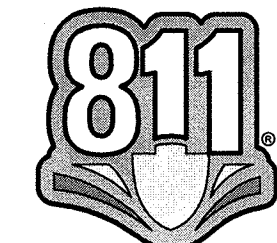
BENCHMARK BM1 - ARROW ON HYDRANT S. SIDE OF HURON RIVER DRIVE, WEST OF SUPERIOR ROAD. ELEVATION = 751.81' NAVD 83
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REVISIONS 2018-03-28 REVISED

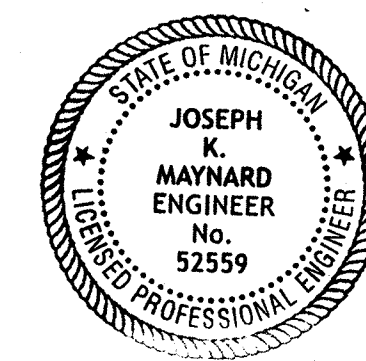
SCALE
0 15 30
SCALE: 1"=30'

PREPARED BY *Joseph K. Maynard*
JOSEPH K. MAYNARD P.E., MICH No. 52559

BOUNDARY & TOPOGRAPHICAL INFORMATION
BASED ON TOPOGRAPHIC SURVEY PERFORMED
BY ARBOR LAND CONSULTANTS, INC. JOB NO.
12705, DATED 12-19-05.



Know what's below.
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PROJECT
SECTION 5 TOWN 3 SOUTH RANGE 7 EAST
CITY OF YPSILANTI
WASHTENAW COUNTY • MICHIGAN
DATE 02-21-2018
JOB NO. 32289
DWG NO. X-289-site
FIELD BOOK NONE
FILE NO. 10406
4 SHEET

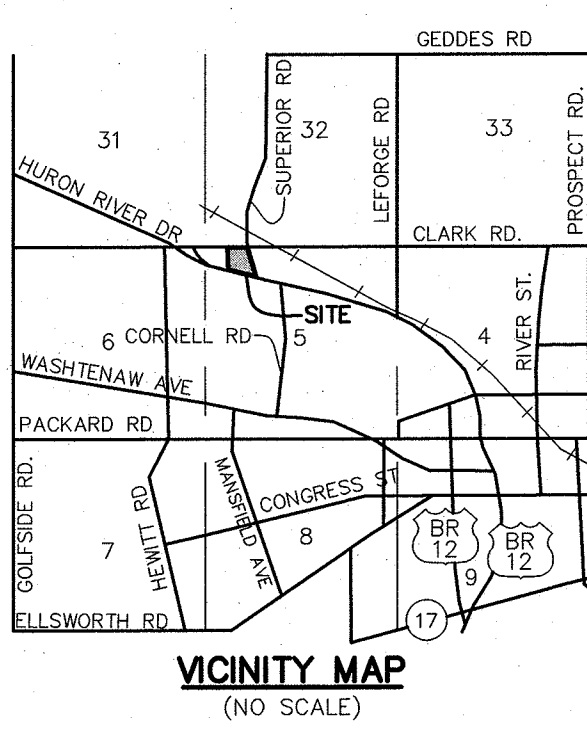
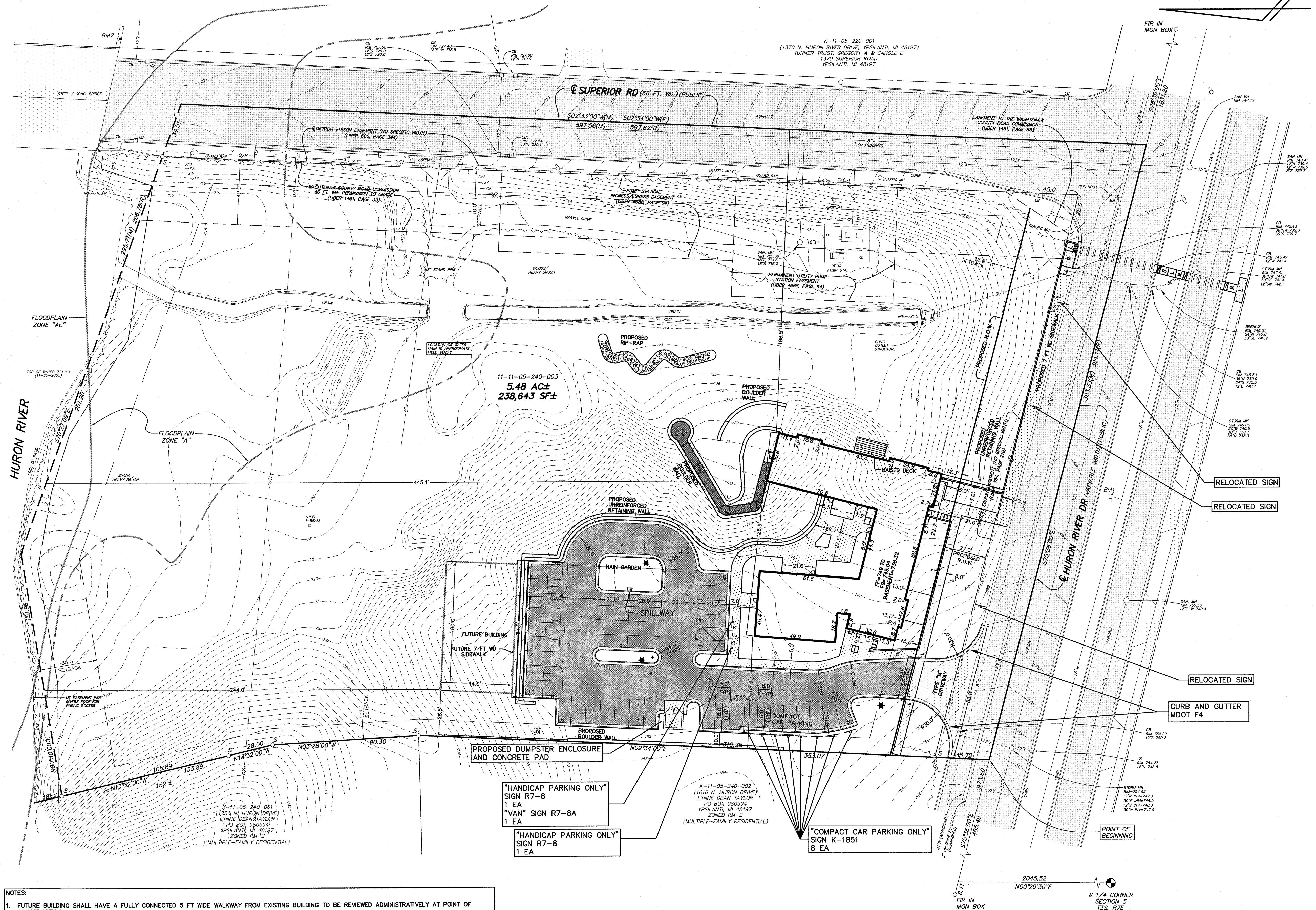
**OZONE HOUSE
SUPERIOR ROAD**

SHEET

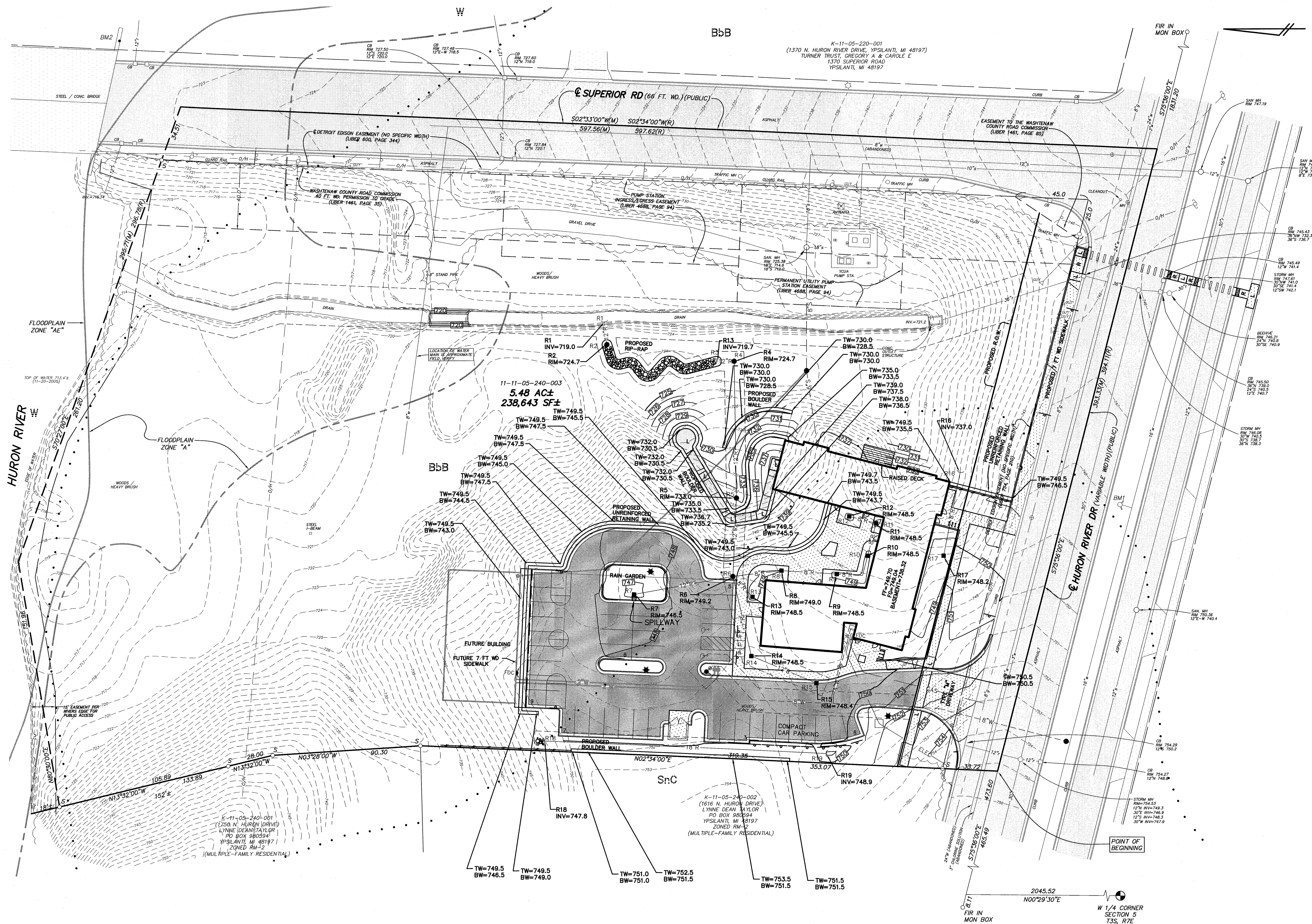
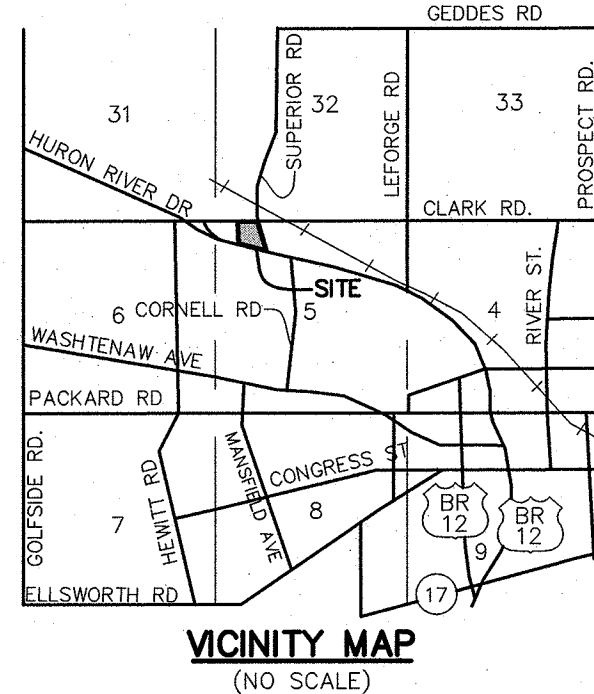
SITE PLAN

A3C
115 1/2 E. LIBERTY
ANN ARBOR, MI. 48104
(734) 683-1970
WWW.A3C.COM

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ENGINEERING**
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FAX 734-761-8930
WWW.WASHTENAWENGINEERING.COM



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WASHTENAW COUNTY SOIL SURVEY CLASSIFICATION

BbB	- BLOUNT LOAM, 2 TO 6 PERCENT SLOPES
SsC	- SISSON FINE SANDY LOAM, 6 TO 12 PERCENT SLOPES
StC	- ST. CLAIR CLAY LOAM, 6 TO 12 PERCENT SLOPES
StE	- ST. CLAIR CLAY LOAM, 18 TO 35 PERCENT SLOPES
W	- WATER
. - SOILS BOUNDARY	

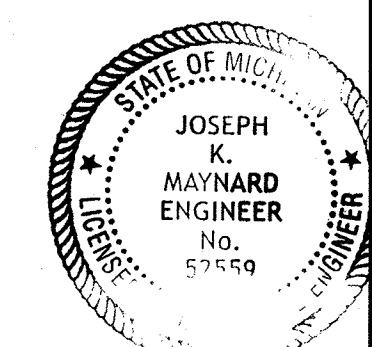
NOTES:

1. PROPOSED BOULDER WALL 1.5 FT HEIGHT (TYPICAL).
2. GRADES SHOWN FOR UNREINFORCED RETAINING WALL ARE TO FINISHED GRADE AT TOP AND BOTTOM OF WALL. THE TOP OF THE WALL IS TO BE 18" ABOVE THE FINISHED GRADE.

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12705, DATED 12-19-05.

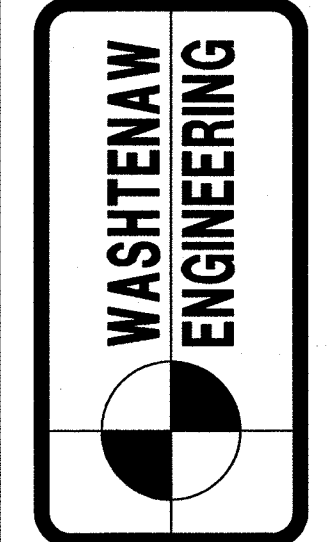


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GRADING PLAN

OZONE HOUSE
SUPERIOR ROAD

SECTION	TOWN	SOUTH	RANGE	7	FAST	PROJECT
5	3					

SECTION 5 TOWN 3 SOUTH RA
CITY OF YPSILANTI

DATE 02-21-2018	JOB NO. 32288	WASHTENAW COUNTY * MICHIGAN
	DWG NO. X-2899	

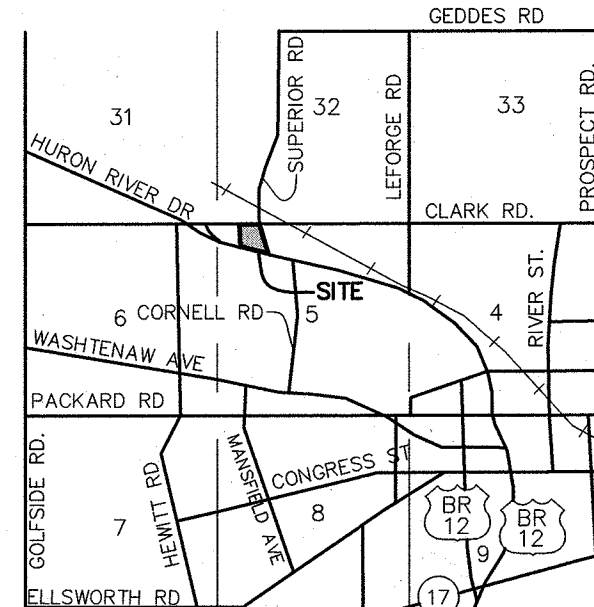
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VICINITY MAP
(NO SCALE)

EXISTING DRAINAGE NAME	IMPERVIOUS			PERVIOUS TYPE B, >8%			PERVIOUS TYPE C, 4-8%			PERVIOUS TYPE D, 4-8%			PERVIOUS TYPE D, >8%			WATER			TOTAL AREA		WEIGHTED C
	SFT	ACRE	C	SFT	ACRE	C	SFT	ACRE	C	SFT	ACRE	C	SFT	ACRE	C	SFT	ACRE	C	SFT	ACRE	
DRN1	3000	0.07	0.95	210768	4.84	0.35	15993	0.36	0.35	2117	0.05	0.45	18295	0.42	0.55	0	0	1.00	250173	5.74	0.37
DRN2	607	0.01	0.95	7224	0.17	0.35	101481	2.33	0.35	0	0	0.45	0	0	0.55	9593	0.22	1.00	118905	2.73	0.40
DRN3	0	0	0.95	26797	0.62	0.35	0	0	0.35	0	0	0.45	0	0	0.55	0	0	1.00	26797	0.62	0.35
DRN4	3308	0.08	0.95	29090	0.67	0.35	53060	1.22	0.35	0	0	0.45	0	0	0.55	2022	0.04	1.00	58390	2.01	0.39

LEGEND
* = LIGHT POLE
o = UTILITY POLE
o = GUY ANCHOR
H = HYDRANT
SPOT ELEV.
POST
GATE VALVE
SIGN

TC = TOP OF CURB
TW = TOP OF WALL
o = MANHOLE
o = CATCHBASIN
o = END SECTION

--- = GRAVEL
--- = CONCRETE
--- = ASPHALT

--- = EXISTING STORM
--- = EXISTING SANITARY
--- = EXISTING WATER
--- = EXISTING GAS
--- = EXISTING ELECTRIC
--- = EXISTING TELEPHONE

BENCHMARK BM1 - ARROW ON HYDRANT S. SIDE OF HURON RIVER DRIVE, WEST OF SUPERIOR ROAD. ELEVATION = 751.81' NAVD 88
BM2 - FOUND BRASS DISK IN EAST END OF SOUTH ABUTMENT OF SUPERIOR ROAD BRIDGE OVER HURON RIVER. ELEVATION = 721.99' NAVD 88

REVISIONS 2018-03-28 REVISED

SCALE
0 30 60 120
SCALE: 1"=60'

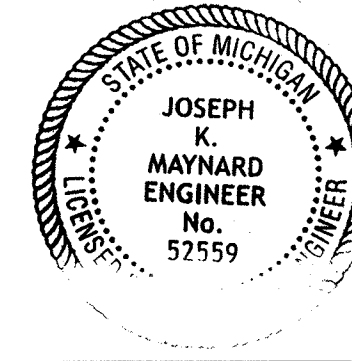
PREPARED BY

JOSEPH K. MAYNARD P.E., MICH No. 52559

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CITY OF YPSILANTI	WASHTENAW COUNTY • MICHIGAN					
DATE 02-21-2018	JOB NO. 32289					
DWG NO. X-289-stm-dm-cv	FIELD BOOK NONE					
SHEET	7					
FILE NO.	10406					

PROJECT

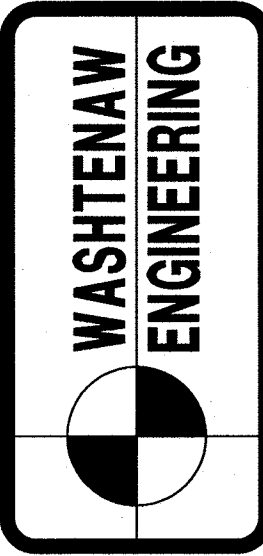
OZONE HOUSE
SUPERIOR ROAD

SHEET

STORM WATER MANAGEMENT
DRAINAGE AREA PLAN
EXISTING

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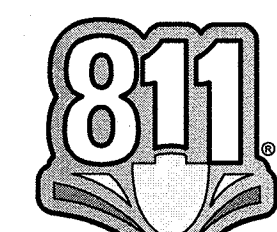
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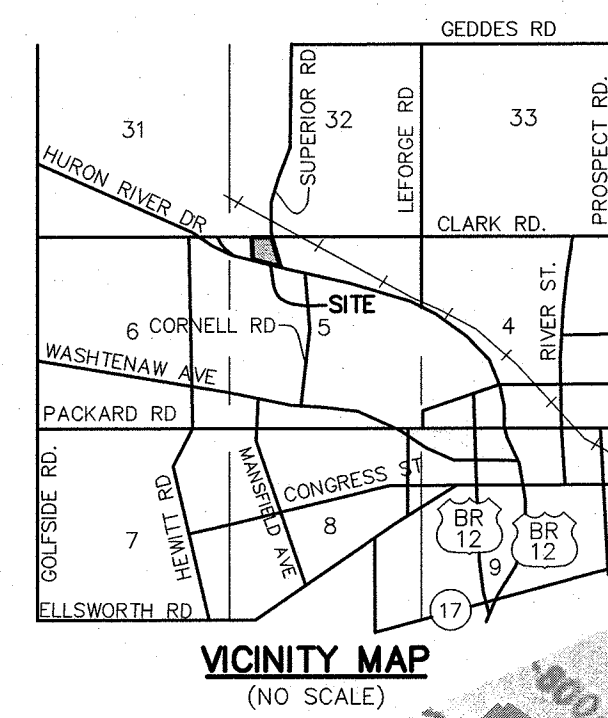
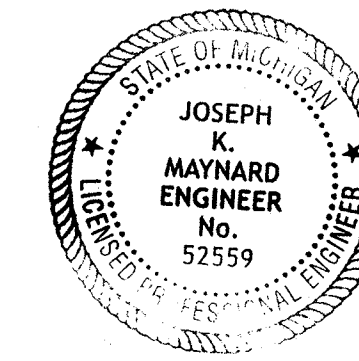
REVISIONS 2018-03-28 REVISED

SCALE
0 30 60 120
SCALE: 1"=60'

PREPARED BY
JOSEPH K. MAYNARD P.E., MICH No. 52559



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EXISTING DRAINAGE NAME	IMPERVIOUS			PERVIOUS TYPE B, >8%			PERVIOUS TYPE C, 4-8%			PERVIOUS TYPE D, 4-8%			PERVIOUS TYPE D, >8%			WATER			TOTAL AREA		WEIGHTED
	SET	ACRE	C	SET	ACRE	C	SET	ACRE	C	SET	ACRE	C	SET	ACRE	C	SET	ACRE	C	SET	ACRE	
DRN1	3000	0.07	0.95	210768	4.84	0.35	15993	0.36	0.35	2117	0.05	0.45	16295	0.42	0.55	0	0	0	250173	5.74	0.37
DRN2	607	0.01	0.95	153	0.01	0.35	88888	2.04	0.35	0	0	0.45	0	0	0.55	9593	0.22	1.00	99241	2.28	0.42
DRN3	0	0	0.95	25476	0.58	0.35	0	0	0.35	0	0	0.45	0	0	0.55	0	0	1.00	25476	0.58	0.35
DRN4	3309	0.08	0.95	0	0	0.35	29910	0.68	0.35	0	0	0.45	0	0	0.55	0	0	1.00	35241	0.81	0.45
DRN5	0	0	0.95	554	0.01	0.35	0	0	0.35	0	0	0.45	0	0	0.55	0	0	1.00	554	0.01	0.35
DRN6	0	0	0.95	493	0.01	0.35	0	0	0.35	0	0	0.45	0	0	0.55	0	0	1.00	493	0.01	0.35
DRN7	0	0	0.95	764	0.02	0.35	0	0	0.35	0	0	0.45	0	0	0.55	0	0	1.00	764	0.02	0.35
DRN8	1484	0.03	0.95	857	0.02	0.35	0	0	0.35	0	0	0.45	0	0	0.55	0	0	1.00	2341	0.05	0.71
DRN9	4529	0.10	0.95	1346	0.03	0.35	0	0	0.35	0	0	0.45	0	0	0.55	0	0	1.00	5875	0.13	0.81
DRN10	1258	0.03	0.95	1288	0.03	0.35	0	0	0.35	0	0	0.45	0	0	0.55	0	0	1.00	2546	0.06	0.65
DRN11	358	0.01	0.95	0	0	0.35	0	0	0.35	0	0	0.45	0	0	0.55	0	0	1.00	358	0.01	0.95
DRN12	0	0	0.95	1208	0.03	0.35	189	0.01	0.35	0	0	0.45	0	0	0.55	0	0	1.00	1397	0.04	0.35
DRN13	673	0.02	0.95	200	0.00	0.35	0	0	0.35	0	0	0.45	0	0	0.55	0	0	1.00	873	0.02	0.95
DRN14	632	0.01	0.95	60	0.00	0.35	0	0	0.35	0	0	0.45	0	0	0.55	0	0	1.00	692	0.01	0.95
DRN15	651	0.02	0.95	147	0.00	0.35	0	0	0.35	0	0	0.45	0	0	0.55	0	0	1.00	798	0.02	0.95
DRN16	1855	0.04	0.95	298	0.01	0.35	0	0	0.35	0	0	0.45	0	0	0.55	0	0	1.00	2147	0.05	0.83
DRN17	576	0.02	0.95	96	0.00	0.35	0	0	0.35	0	0	0.45	0	0	0.55	0	0	1.00	770	0.02	0.95
DRN18	1252	0.03	0.95	1109	0.03	0.35	0	0	0.35	0	0	0.45	0	0	0.55	0	0	1.00	2361	0.06	0.65
DRN19	280	0.01	0.95	168	0.00	0.35	0	0	0.35	0	0	0.45	0	0	0.55	0	0	1.00	448	0.01	0.95
DRN20	3723	0.09	0.95	3152	0.07	0.35	16614	0.38	0.35	0	0	0.45	0	0	0.55	0	0	1.00	23489	0.54	0.45
DRN21	18734	0.43	0.95	1466	0.03	0.35	1047	0.03	0.35	0	0	0.45	0	0	0.55	0	0	1.00	21247	0.49	0.88

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**STORM WATER MANAGEMENT
DRAINAGE AREA PLAN
PROPOSED**

SHEET

**OZONE HOUSE
SUPERIOR ROAD**

PROJECT

SECTION 5 TOWN 3 SOUTH RANGE 7 EAST

DATE 02-21-2018

JOB NO. 32289

DWG NO. x-289-stm-dm-pro

FIELD BOOK NONE

FILE NO. 10406

8

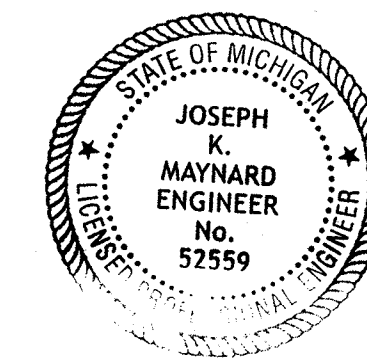
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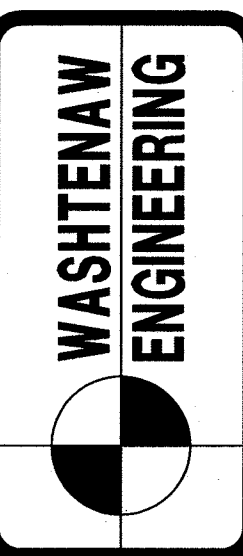

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EXISTING CONDITIONS
THIS PROJECT SITE IS LOCATED AT THE NORTH WEST CORNER OF NORTH HURON RIVER DRIVE AND DIRECTOR ROAD, CITY OF YPSILANTI, WASHINGTON COUNTY, MICHIGAN. THE SITE IS LOCATED DIRECTLY ADJACENT TO THE HURON RIVER. THE PROPERTY WAS PREVIOUSLY OWNED BY THE CITY OF YPSILANTI. THE EXISTING DRAIN RUNS FROM NORTH HURON RIVER DRIVE ACROSS THE PROPERTY TO THE RIVER. AN EXISTING SANITARY SEWER PUMP STATION IS PRESENT IN THE SOUTH EAST SECTION OF THE PROPERTY. AN EXISTING WELL IS SHOWN ON THE TOPOGRAPHY, HOWEVER IT HAS ALREADY BEEN REMOVED. THERE IS AN EXISTING NATURAL FEATURE OF STEEP SLOPES ON THE SITE. THE EXISTING FLOW OF WATER IS FROM SOUTH TO NORTH ACROSS THE SITE.

THE PROPOSED PROJECT IS TO CONSTRUCT A BUILDING AND PARKING AREA FOR OZONE HOUSE. THE SITE LAYOUT IS BASED ON THE EXISTING STEEP SLOPES AND IS TO PRESERVE THE STEEP SLOPES AS MUCH AS POSSIBLE, WHILE STILL BEING DEVELOPED. WALLS ARE BEING UTILIZED TO MINIMIZE DISTURBANCE TO THE STEEP SLOPES.

THE FIRST FLUSH STORM WATER FROM THE DEVELOPED AREAS IS TO BE COLLECTED AND TREATED FOR SEDIMENT REMOVAL BEFORE BEING DISCHARGED TO THE DRAIN GOING ACROSS THE PROPERTY AND OUTLETING TO THE HURON RIVER TO THE NORTH. THE EXISTING STORM WATER FLOW AT THE SOUTH WEST CORNER OF THE SITE IS BEING DIRECTED TO THE NORTH AROUND THE DEVELOPED AREA AND WILL NOT BE TREATED. A RAIN GARDEN IS PROPOSED IN A TRAFFIC ISLAND ON THE EAST SIDE OF THE PARKING LOT. A SEDIMENT REMOVAL/FIRST FLUSH TREATMENT STRUCTURE IS PROPOSED AT THE NORTH EAST CORNER OF THE BUILDING. A MEANDERING CHANNEL LINED WITH RIP-RAP WILL DIRECT THE STORM WATER TO THE OUTLET DRAIN.

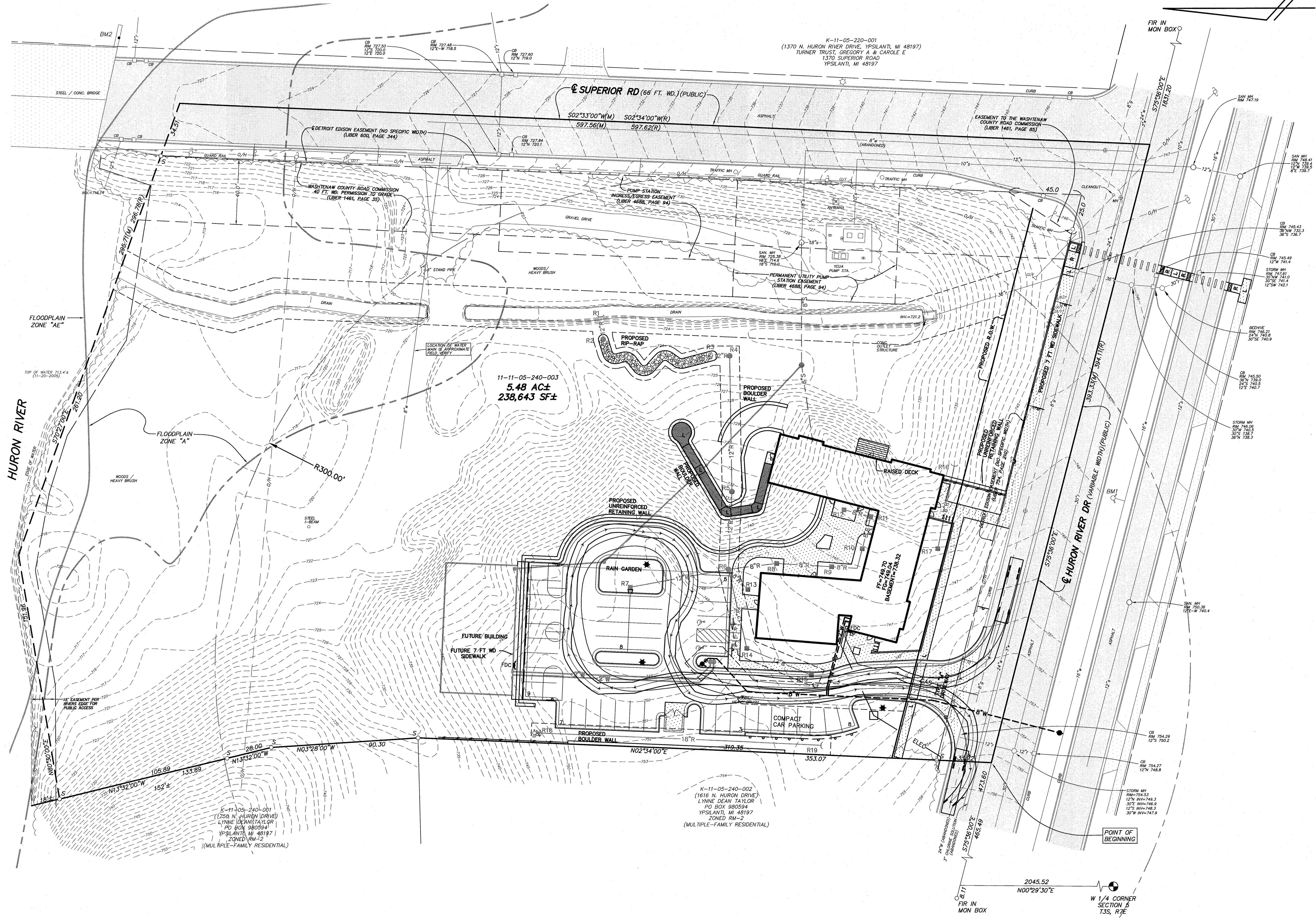
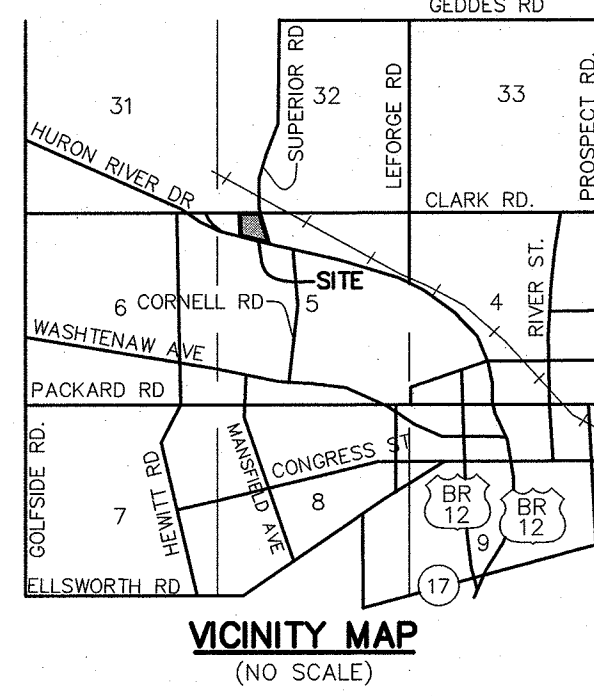
THERE IS A 100 YEAR FLOOD PLAN ON THIS SITE. THE FLOOD ELEVATION ON THE FEMA FIRM MAP IS 719. THE PROPOSED DEVELOPMENT WILL NOT IMPACT THE FLOOD PLAIN AREA. THE PROPOSED DEVELOPMENT WILL NOT INCREASE OR DECREASE THE CHANCE OF FLOODING OF DOWNSTREAM PROPERTIES.

[illegible]

SEDIEMNT/FIRST FLUSH TREATMENT UNIT DETAIL
(NOT TO SCALE)

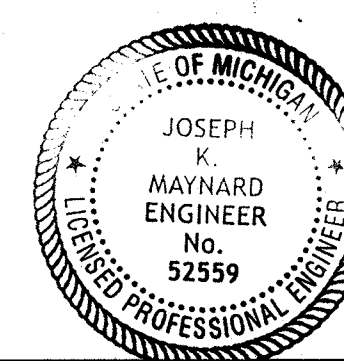
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SECTION <u>5</u>	TOWN <u>3</u>	SOUTH	RANGE <u>7</u>	EAST
CITY OF YPSILANTI WASHENAW COUNTY • MICHIGAN				
DATE <u>02-21-2018</u>		JOB NO. <u>32289</u>		
		DWG NO. <u>x-289-fire</u>		
		FIELD BOOK <u>NONE</u>		
		FILE NO. <u>10406</u>		

FIRE PROTECTION AND
TURNING TEMPLATE PLAN

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○ = POST
○ = GATE VALVE
○ = SIGN
TC = TOP OF CURB
TW = TOP OF WALL
○ = MANHOLE
○ = CATCHBASIN
○ = END SECTION
--- = GRAVEL
--- = FENCE
--- = CONCRETE
--- = ASPHALT
--- = EXISTING STORM
--- = EXISTING SANITARY
--- = EXISTING WATER
--- = EXISTING GAS
--- = EXISTING ELECTRIC
--- = EXISTING TELEPHONE

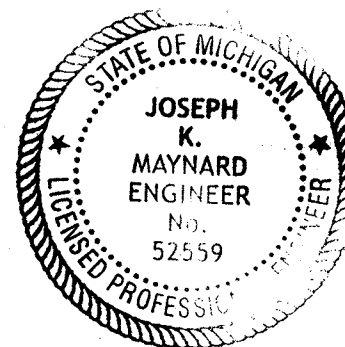
BENCHMARK BM1 - ARROW ON HYDRANT S. SIDE OF HURON RIVER DRIVE, WEST OF SUPERIOR ROAD. ELEVATION = 751.81' NAVD 88
BM2 - ROUND BRASS DISK IN EAST END OF SOUTH ABUTMENT OF SUPERIOR ROAD BRIDGE OVER HURON RIVER. ELEVATION = 721.99' NAVD 88

REVISIONS 2018-03-28 REVISED

SCALE
0 15 30 60
SCALE: 1"=30'

PREPARED BY *Joseph K. Maynard*
JOSEPH K. MAYNARD P.E., MICH No. 52559

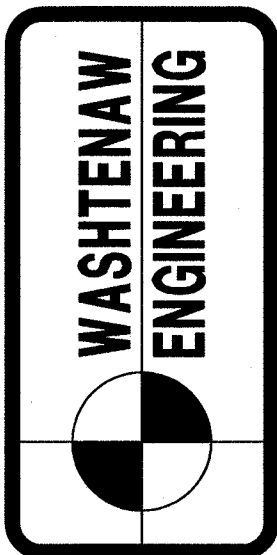
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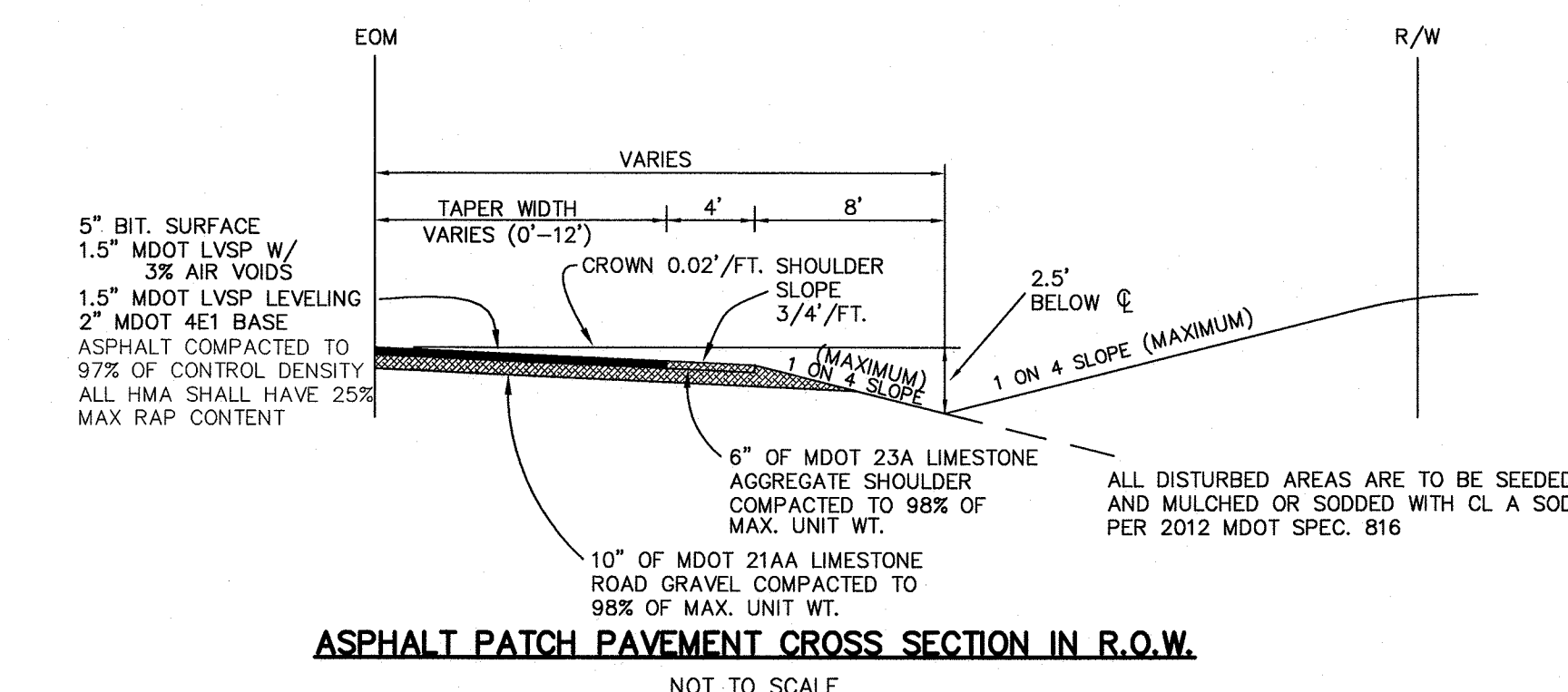
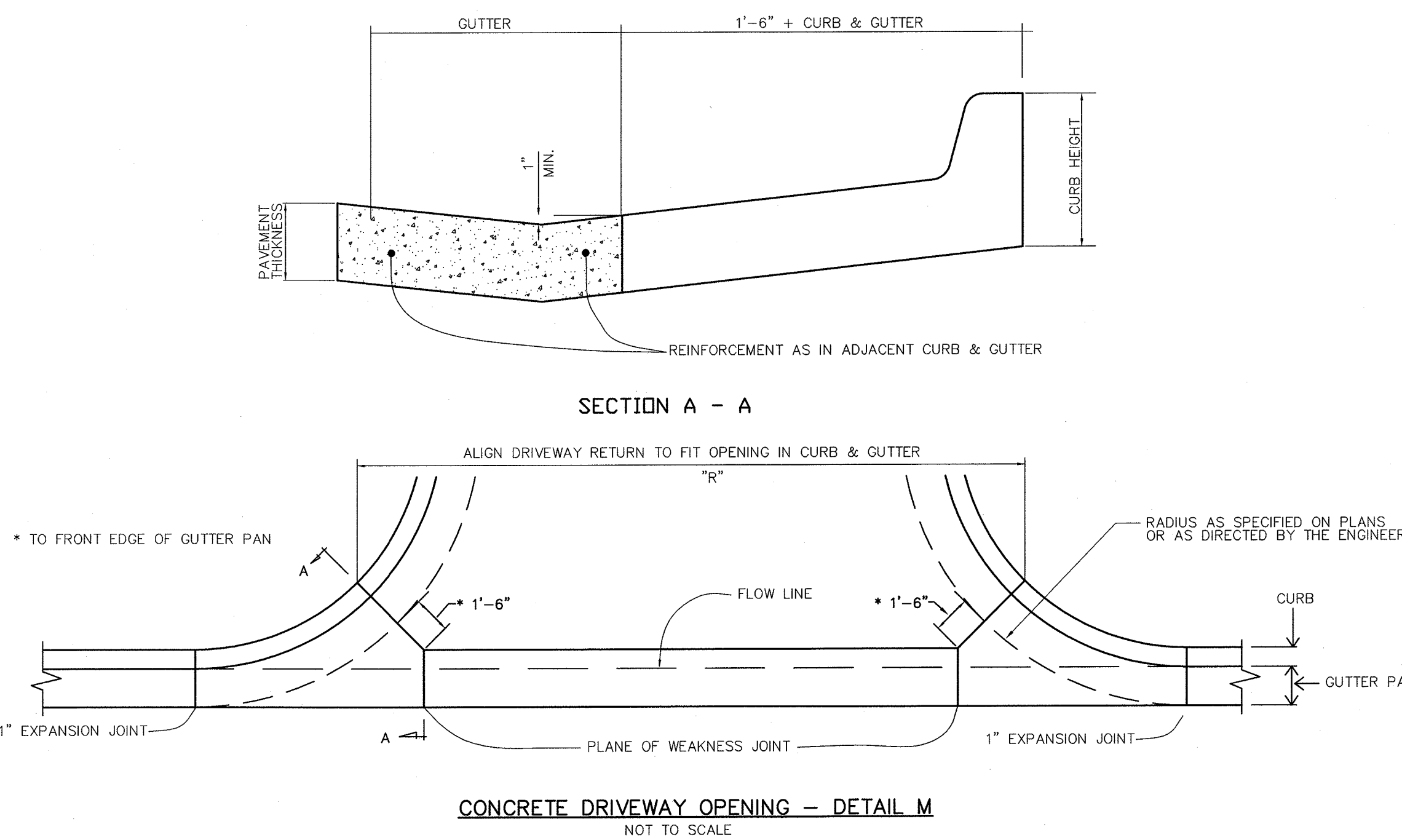
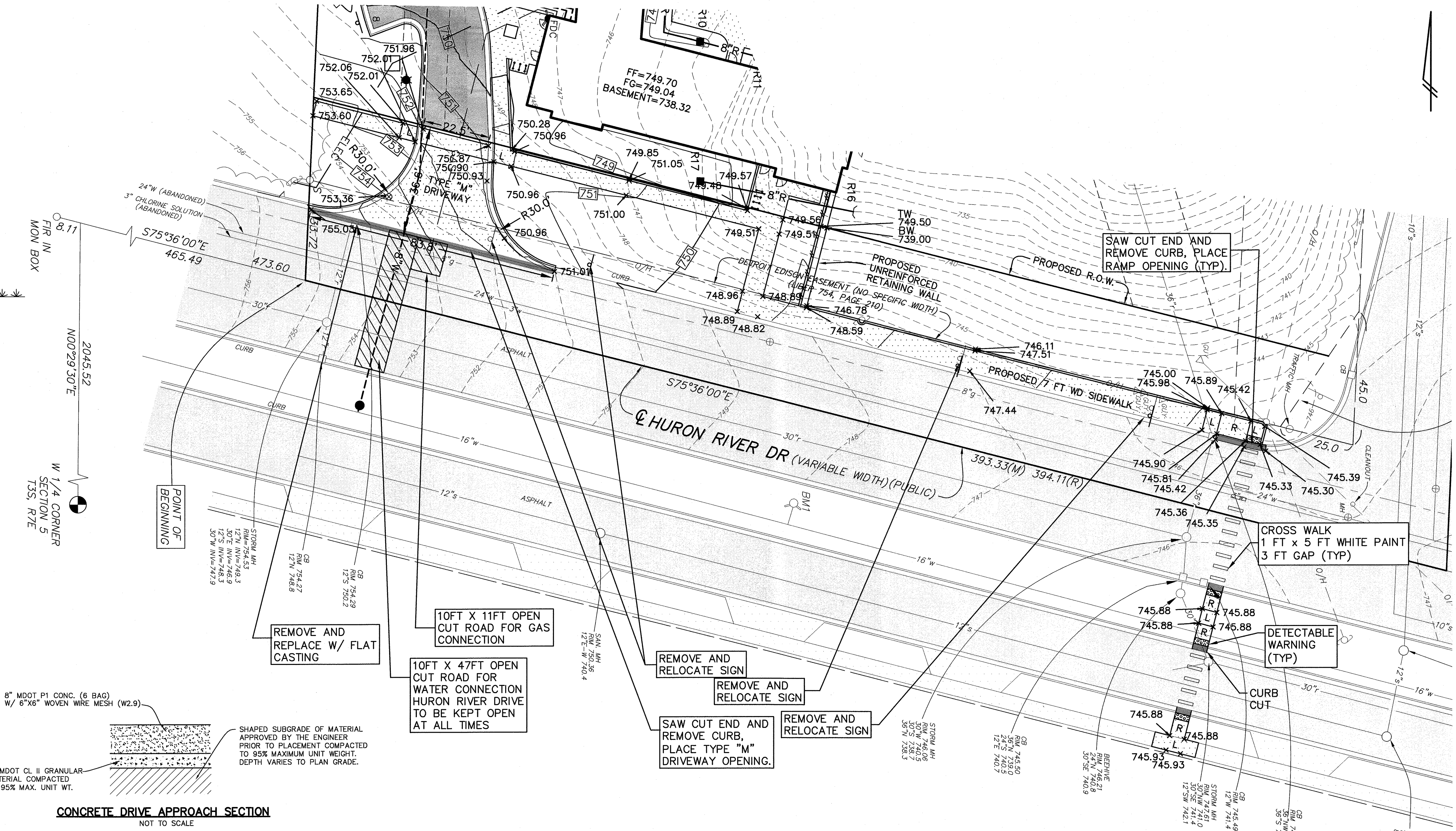
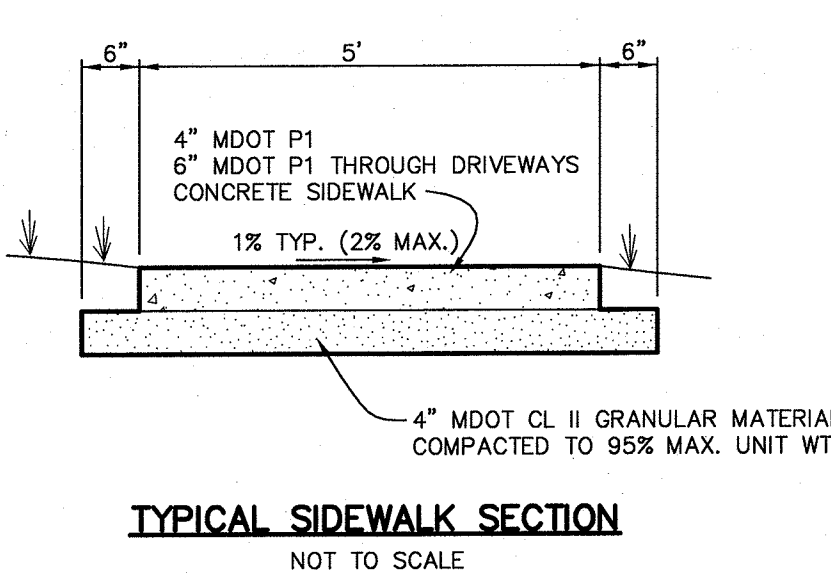
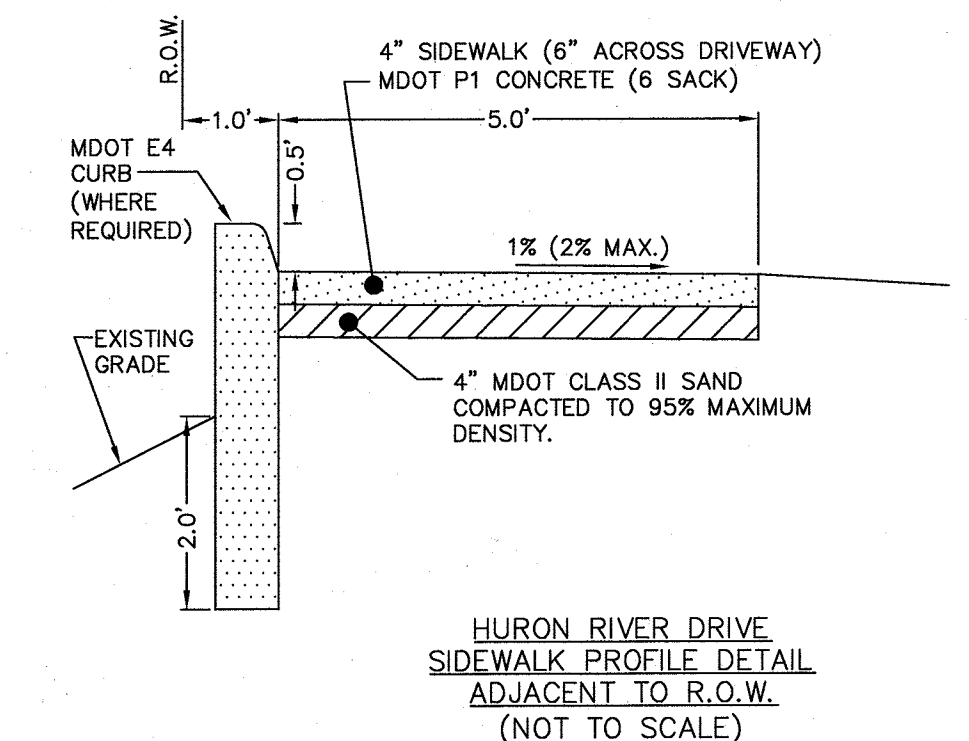
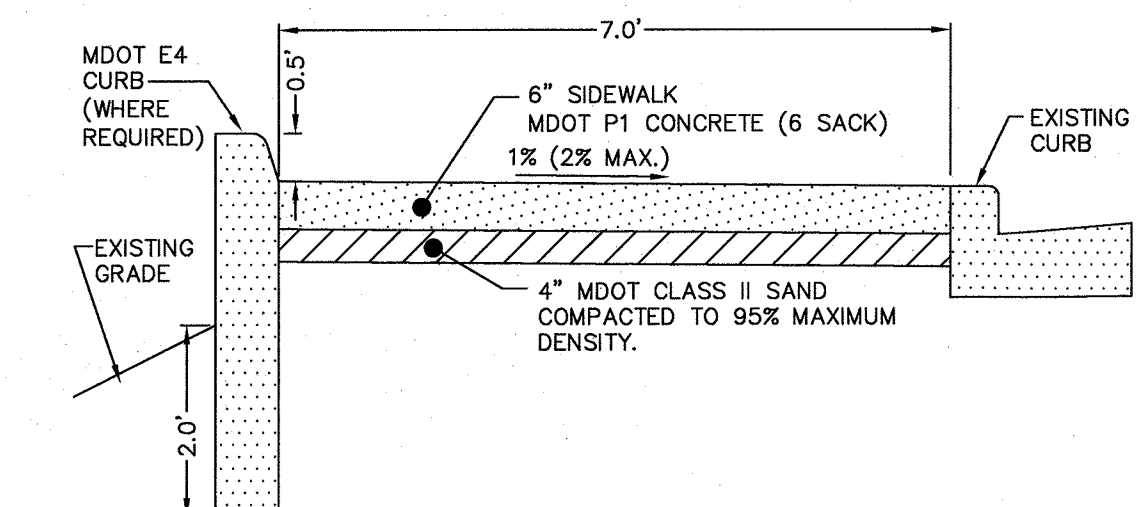
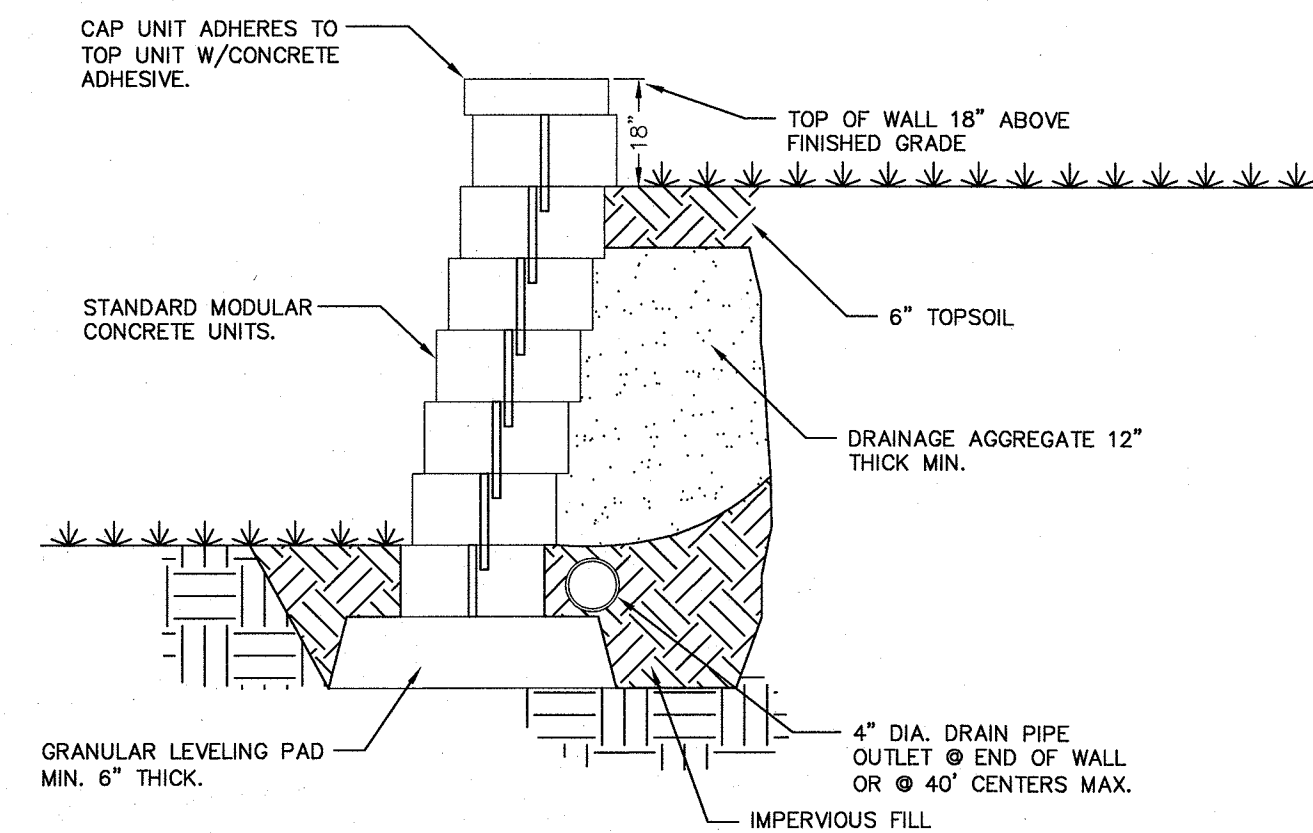
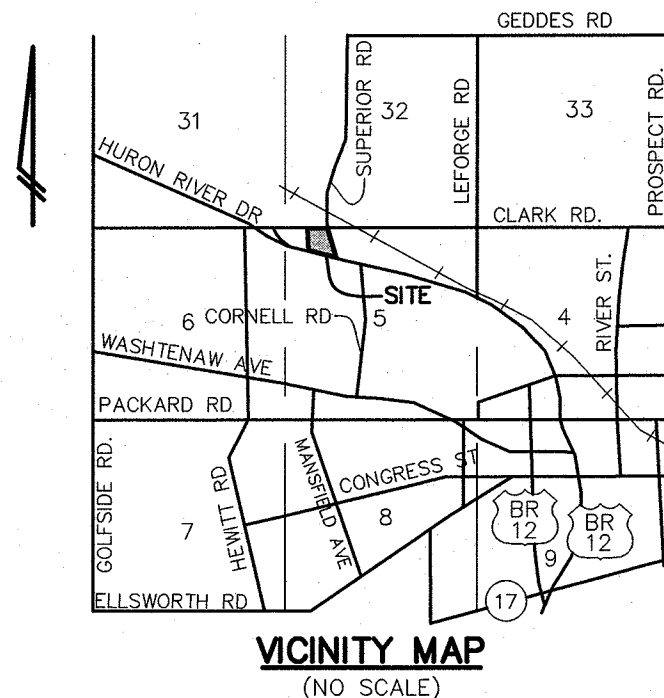
SECTION 5 **TOWN** 3 **SOUTH** **RANGE** 7 **EAST**
PROJECT OZONE HOUSE SUPERIOR ROAD
DATE 02-21-2018
JOB NO. 32289
DWG NO. X-289-100m
FIELD BOOK NONE
FILE NO. 10406
12 SHEET

HURON RIVER DRIVE ENTRENCE DETAIL

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(734) 663-1970
WWW.A3C.COM

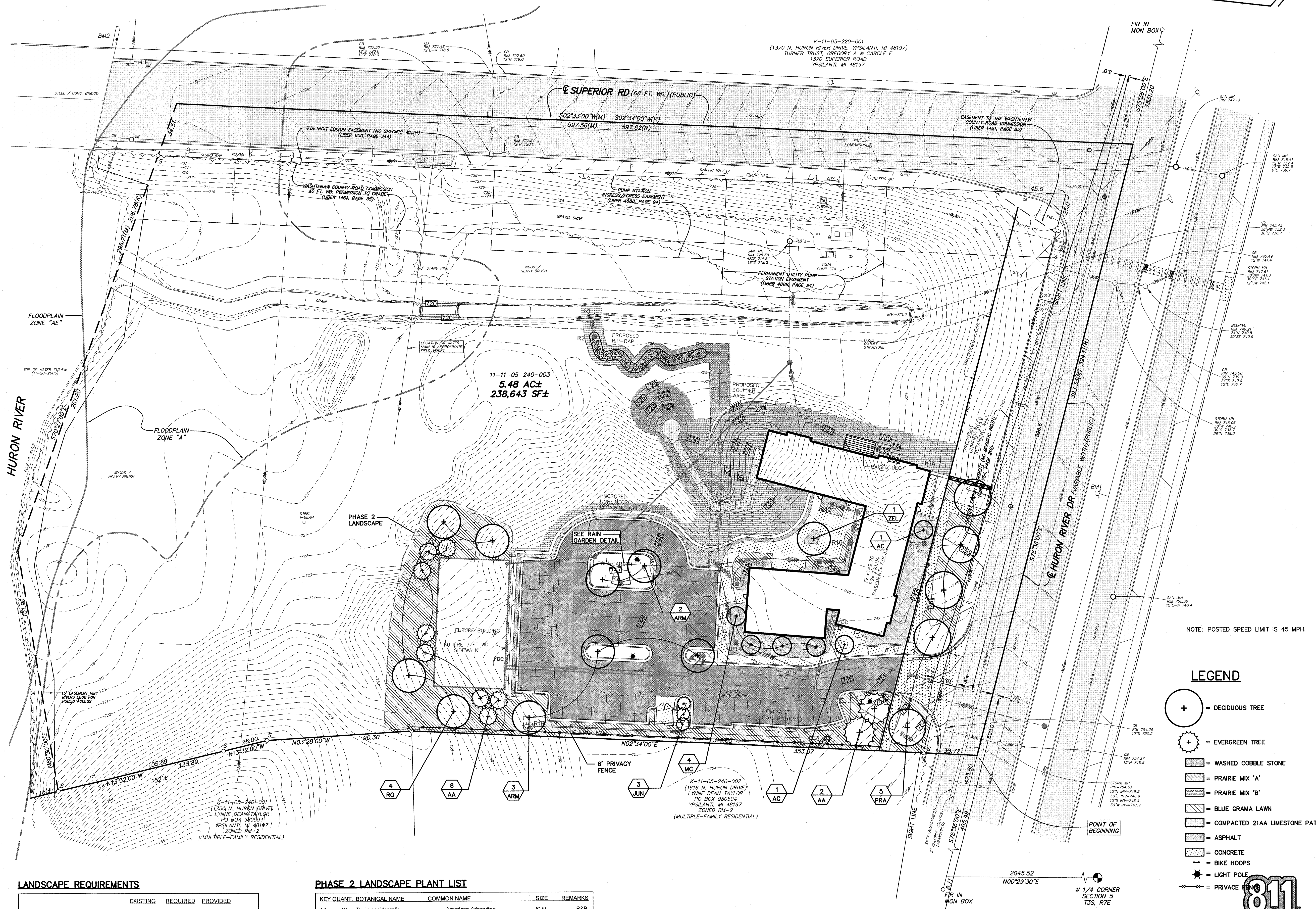
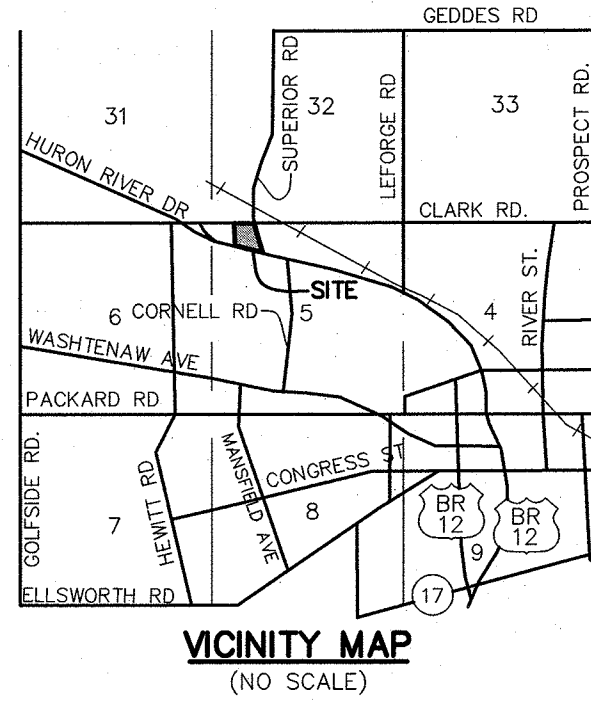


CIVIL ENGINEERS
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3526 W. LIBERTY RD.
SUITE 400 48103
ANN ARBOR, MI 48103
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FAX. 734-761-8530
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NOTES:
1. SITE DISTANCE 610FT+ BOTH EAST AND WEST ALONG EARTHART RD.
2. PROPOSED DRIVE IS PERPENDICULAR(90°) TO EARTHART RD.

THE OTHER SHALL NOT USE OR AUTHORIZE ANY OTHER PERSONS TO USE THE DRAWINGS, SPECIFICATIONS, ELECTRONIC DATA AND/OR INSTRUMENTS OF SERVICE ON ANY OTHER PROJECTS FOR ADDITIONS TO THIS PROJECT OR FOR COMPLETION OF THE PROJECT BY OTHERS WITHOUT THE WRITTEN CONSENT OF THE OTHER. THE OTHER SHALL BE IN DEFAULT UNDER THIS AGREEMENT. THE REUSE WITHOUT MACHETAN ENGINEERING COMPANY (MECO) IS NOT ALLOWED TO BE IN DEFAULT UNDER THIS AGREEMENT. THE OTHER SHALL INDEMNIFY AND HOLD HARMLESS MECO, MECO'S CONSULTANTS AND AGENTS AND EMPLOYEES OF ANY OF THEM FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, ARISING OUT OF OR FROM THIS AGREEMENT.



LANDSCAPE REQUIREMENTS

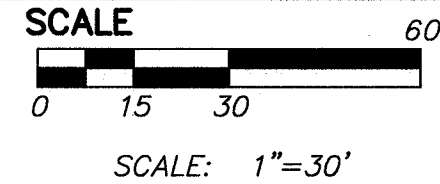
	EXISTING	REQUIRED	PROVIDED
CONFLICTING LANDUSE SCREEN	none	yes	8' int.privacy fence
STREET TREES			
HURON RIVER DRIVE	325 LF	10.83	10
SUPERIOR ROAD	373.56 LF	12.45	0
BUILDING FOUNDATION			
HURON RIVER DRIVE	107 LF	21.4	20
INTERNAL PARKING LOT	85 LF	17	20
RAIN GARDEN	0	N/A	760 SF
PARKING LOT TREES (40 spaces)	0	5	5
DUMPSTER SCREEN		1' higher	3 evergreens

PHASE 2 LANDSCAPE PLANT LIST

KEY	QUANT.	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
AA	10	Thuja occidentalis	American Arborvitae	6' ht.	B&B
RO	4	Quercus rubra	Red Oak	2.5" cal.	B&B

BENCHMARK BM1 - ARROW ON HYDRANT S. SIDE OF HURON RIVER DRIVE, WEST OF SUPERIOR ROAD. ELEVATION = 751.81' NAVD 88
BM2 - FOUND BRASS DISK IN EAST END OF SOUTH ABUTMENT OF SUPERIOR ROAD BRIDGE OVER HURON RIVER. ELEVATION = 721.99' NAVD 88

REVISIONS 2018-03-28 REVISED



BOUNDARY & TOPOGRAPHICAL INFORMATION
BASED ON TOPOGRAPHIC SURVEY PERFORMED
BY ARBOR LAND CONSULTANTS, INC. JOB NO.
12705, DATED 12-19-05.

PREPARED BY GERALD J. SOSNOWSKI RLA, MICH No. 982



Know what's **below**.
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LANDSCAPE PLAN

OZONE HOUSE
SUPERIOR ROAD

SECTION	5	TOWN	3	SOUTH	RANGE	7	EAST
CITY OF YPSILANTI							
WASHTENAW COUNTY • MICHIGAN							
DATE		02-21-2018		JOB NO.		32289	
				DWG NO.		x-289-land	
				FIELD BOOK		NONE	
				FILE NO.		10406	



**WASHTENAW
ENGINEERING**

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(734) 663-1910
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SUITE 400
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TEL. 734-761-8800
FAX. 734-761-9530
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OTHER INSTRUMENTS OF SERVICE ON OTHER PROJECTS. FOR ADDONS TO THIS PROJECT OR FOR COMPLETION OF THE PROJECT BY OTHERS SO LONG AS WASTENAW ENGINEERING COMPANY (WECO) IS NOT ADDUCED TO BE IN DEFAULT UNDER THIS AGREEMENT, WITHOUT WECO'S PROFESSIONAL INVOLVEMENT WILL BE AT THE OWNER'S SOLE RISK AND WITHOUT LIABILITY TO WECO. THE OWNER SHALL INDEMNIFY AND HOLD HARMLESS WECO, WECO'S CONSULTANTS AND AGENTS AND EMPLOYEES OF ANY OF THEM FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, ARISING OUT OF OR FROM ANY UNAUTHORIZED USE OF DRAWINGS, SPECIFICATIONS, ELECTRONIC DATA OR OTHER INSTRUMENTS OF SERVICE.

BENCHMARK BM1 - ARROW ON HYDRANT S. SIDE OF HURON RIVER DRIVE, WEST OF SUPERIOR ROAD. ELEVATION = 751.81' NAVD 88
BM2 - FOUND BRASS DISK IN EAST END OF SOUTH ABUTMENT OF SUPERIOR ROAD BRIDGE OVER HURON RIVER. ELEVATION = 721.99' NAVD 88

PREPARED BY JOSEPH K. MAYNARD P.E., MICH No. 52559

SECTION 5

TOWN 3

SOUTH

RANGE 7

EAST

DATE 02-21-2018

16

SHEET

CITY OF YPSILANTI

WASHTENAW COUNTY • MICHIGAN

JOB NO. 32289

DWG NO. 289-sidewalk-detail

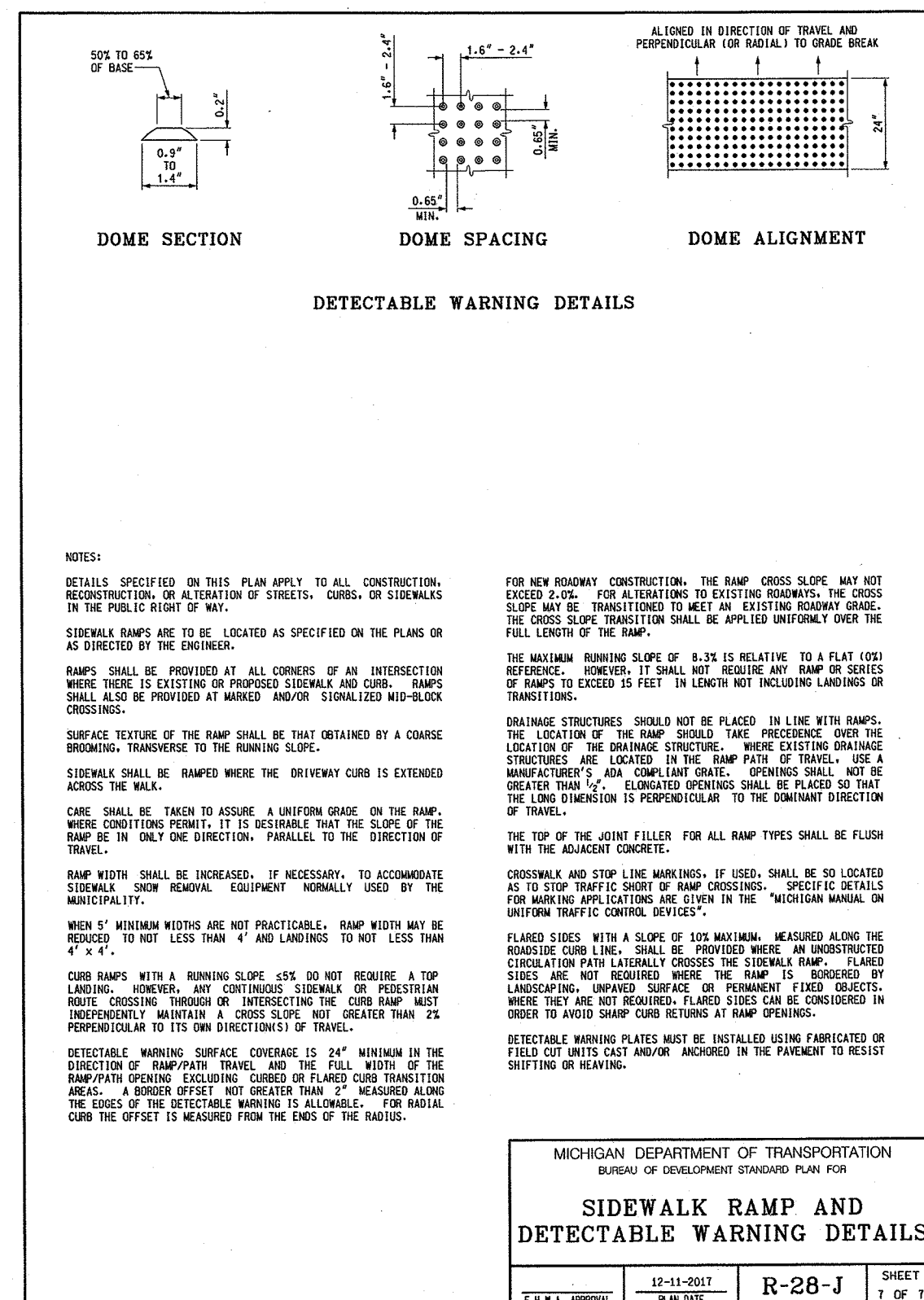
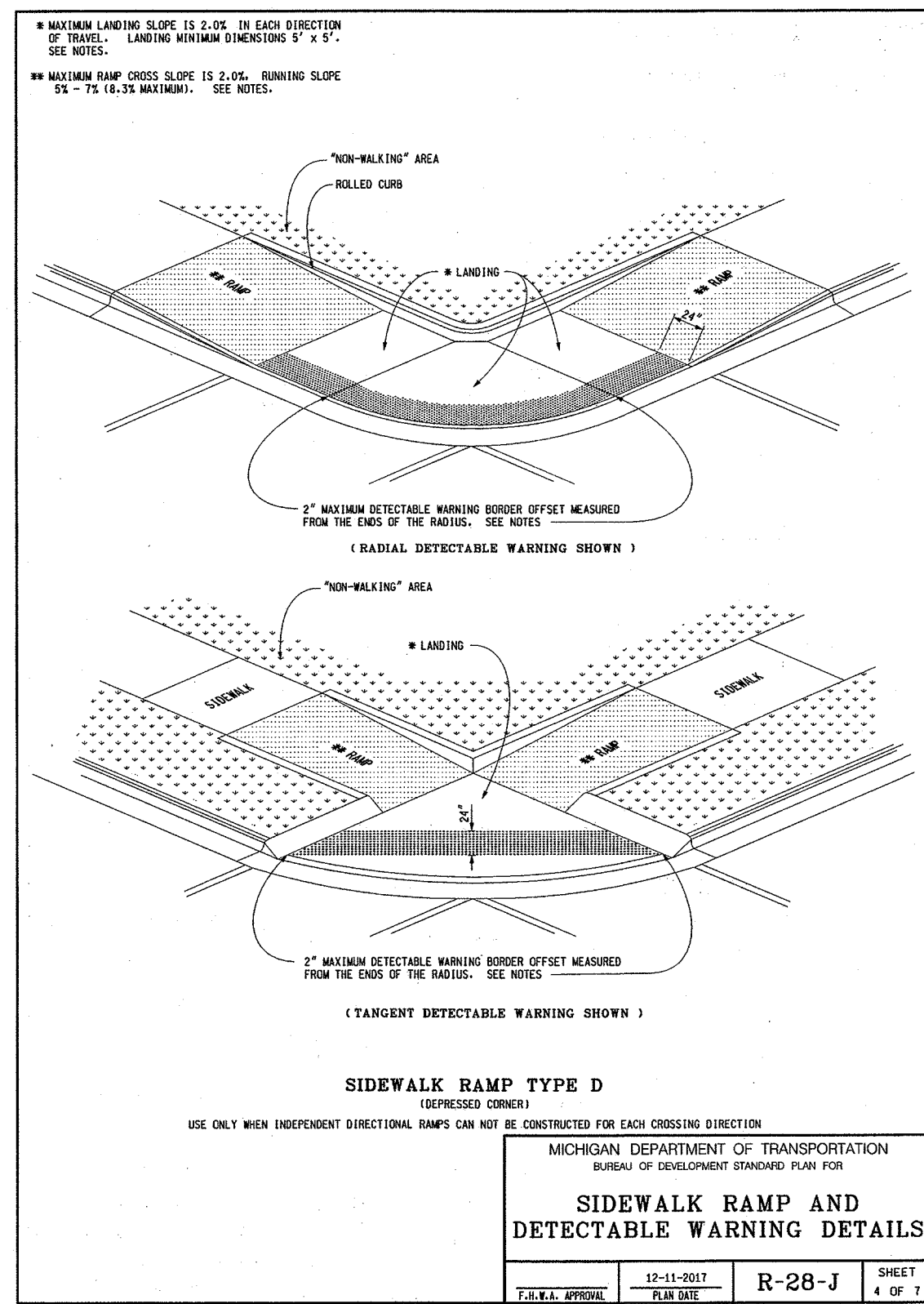
FIELD BOOK NONE

FILE NO. 10406

OZONE HOUSE
SUPERIOR ROAD

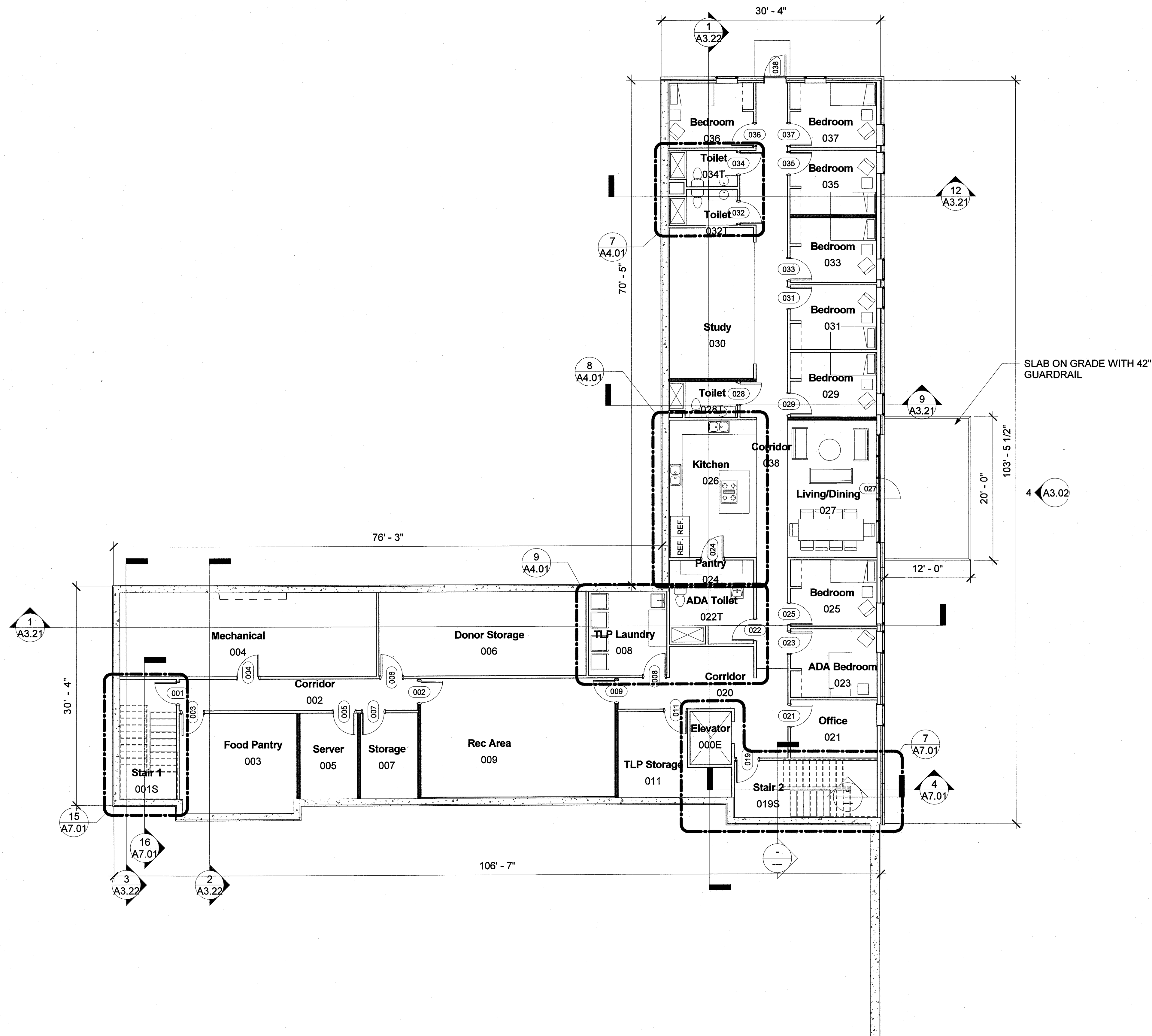
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3/28/2018 10:40:48 AM



LOWER FLOOR PLAN

Scale: 1/8" = 1'-0"
Ref'd From: A3.01

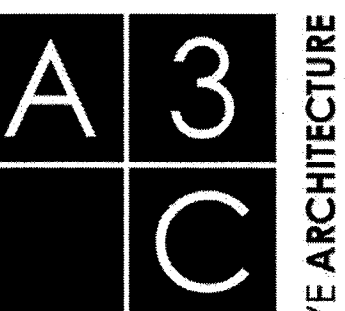
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Project Number 17043

Issue	Date
Site Plan Submittal	02.21.18
Site Plan Submittal	03.28.18

Drawn: NJP Checked: JKC

Ozone House
1600 Huron River Drive
Ypsilanti, MI
LOWER FLOOR PLAN

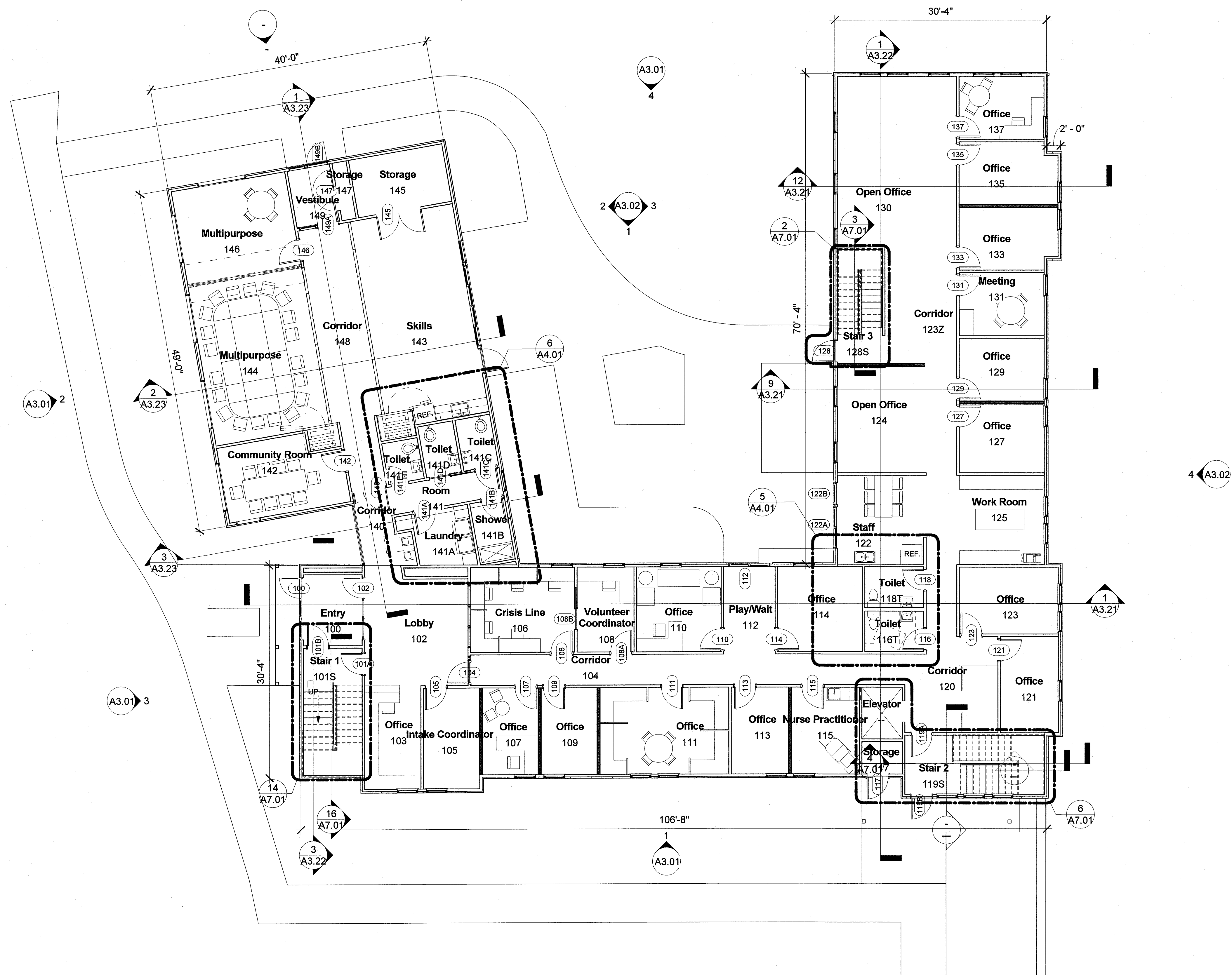


115 1/2 E. LIBERTY STREET
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F: (866) 732-2168
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Sheet

A2.00

3/28/2018 10:40:51 AM



MAIN FLOOR PLAN

Scale: 1/8" = 1'-0"
Ref'd From: A3.01

1

Project Number 17043

Issue	Date
Site Plan Submittal	02.21.18
Site Plan Submittal	03.28.18

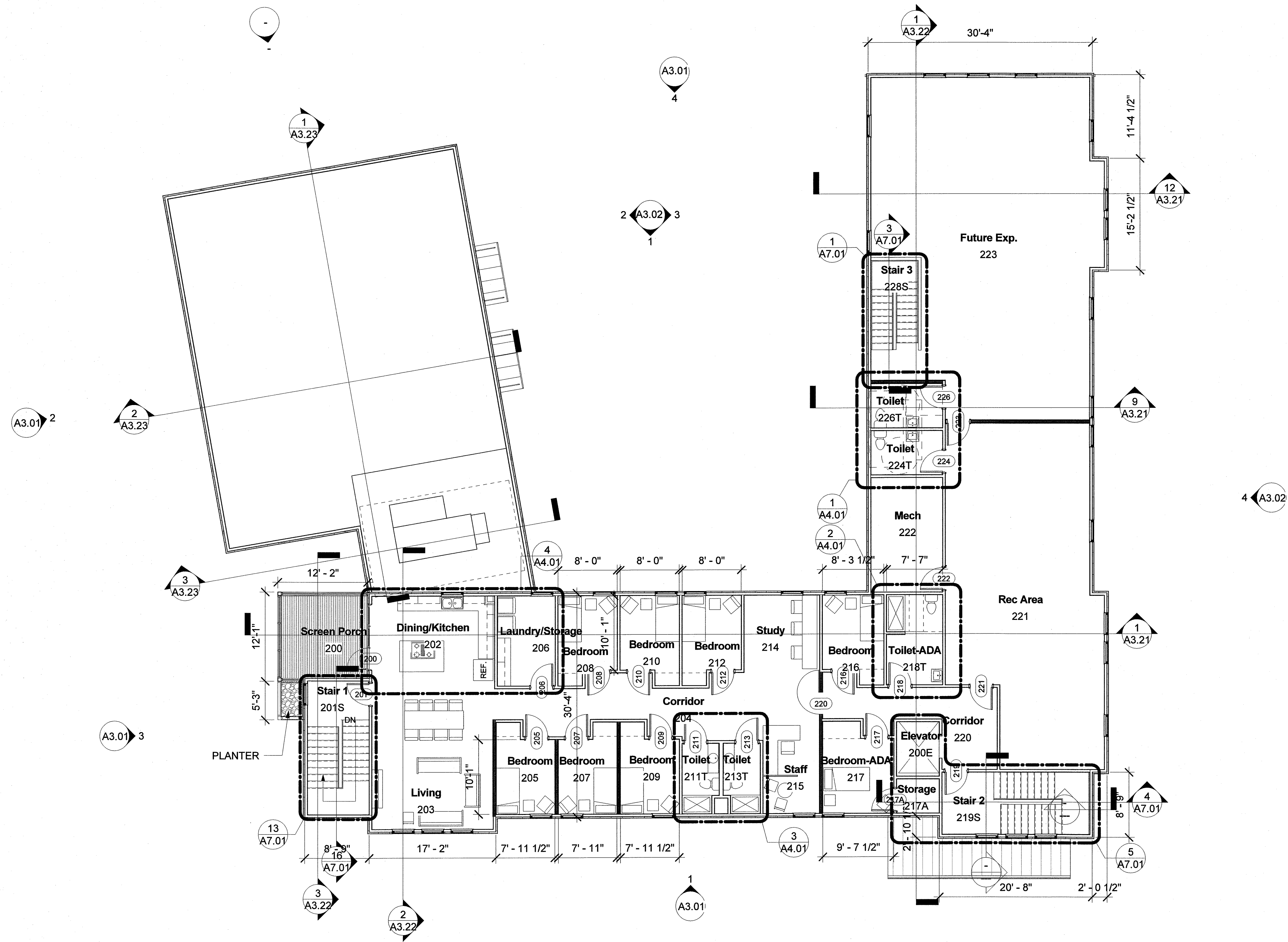
Drawn: NJP Checked: JKC

Ozone House
1600 Huron River Drive
Ypsilanti, MI
MAIN FLOOR PLAN

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Sheet A2.01

3/28/2018 10:40:52 AM



SECOND FLOOR PLAN

Scale: 1/8" = 1'-0"
Ref'd From: A3.01

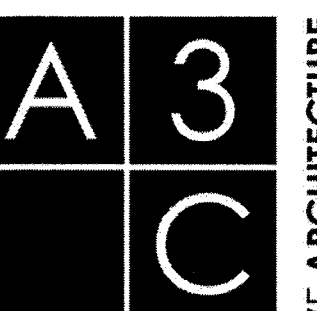
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Project Number 17043

Issue	Date
Site Plan Submittal	02.21.18
Site Plan Submittal	03.28.18

Drawn: NJP Checked: JKC

Ozone House
1600 Huron River Drive
Ypsilanti, MI
SECOND FLOOR
PLAN



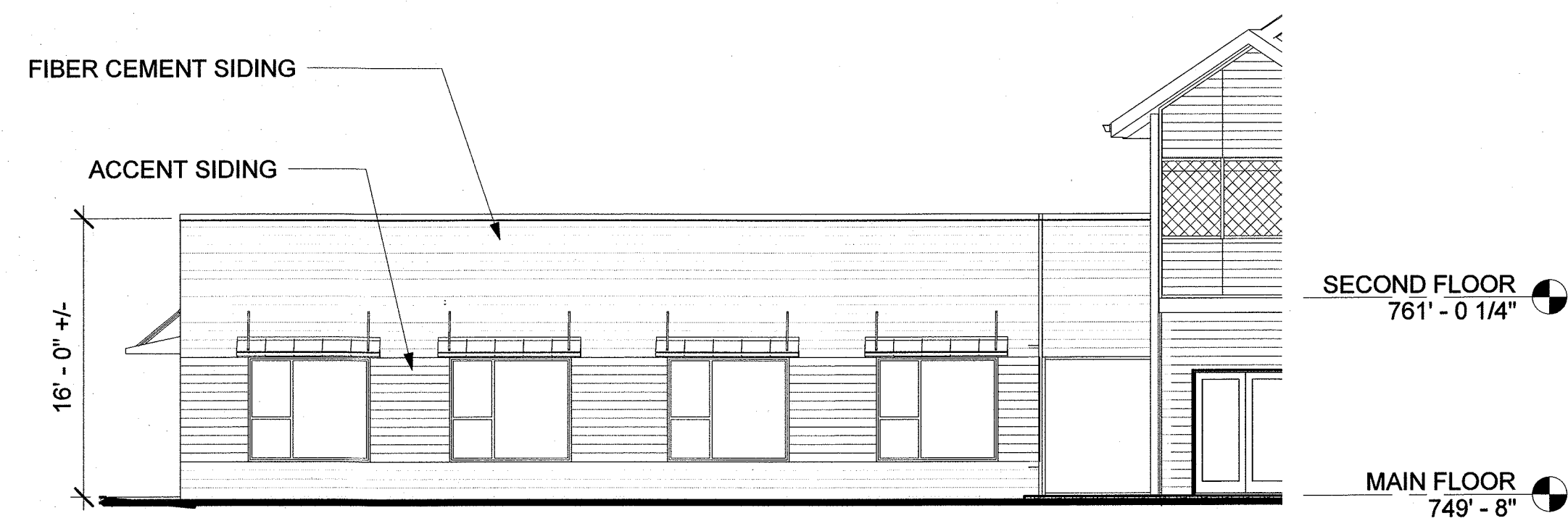
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Sheet

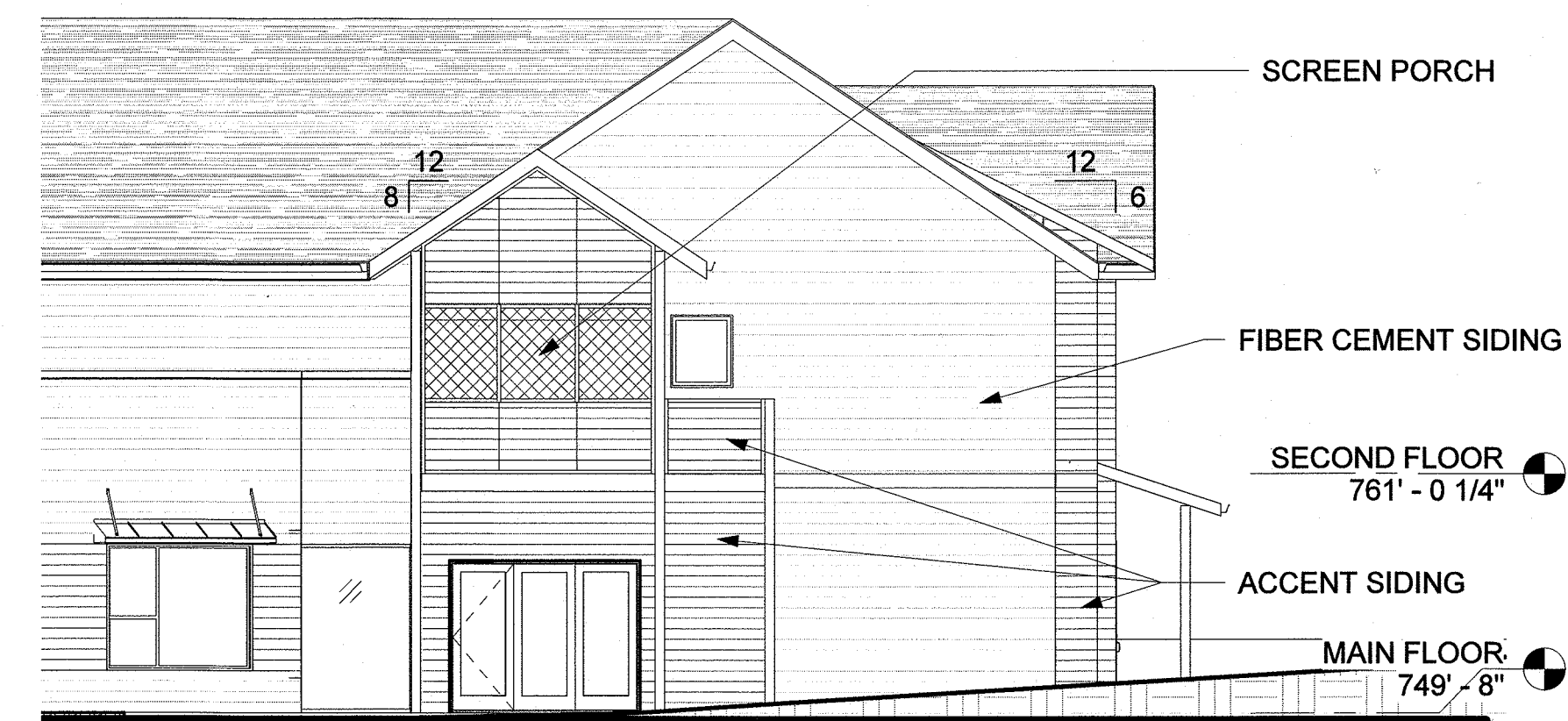
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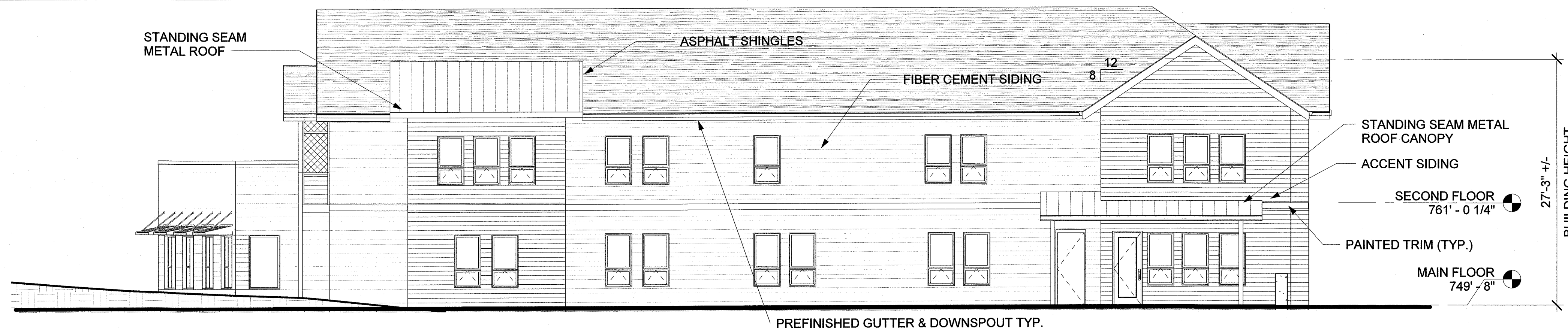
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MULTIPURPOSE ELEVATION WEST Scale: 1/8" = 1'-0" Ref'd From: A2.01 **2**



PARTIAL WEST ELEVATION Scale: 1/8" = 1'-0" Ref'd From: A2.01 **3**



SOUTH ELEVATION Scale: 1/8" = 1'-0" Ref'd From: A2.01 **1**

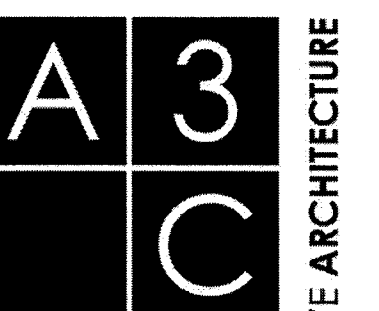
Project Number **17043**

Issue	Date
Site Plan Submittal	02.21.18
Site Plan Submittal	03.28.18

Drawn: NJP Checked: JKC

Ozone House
1600 Huron River Drive
Ypsilanti, MI

EXTERIOR ELEVATIONS



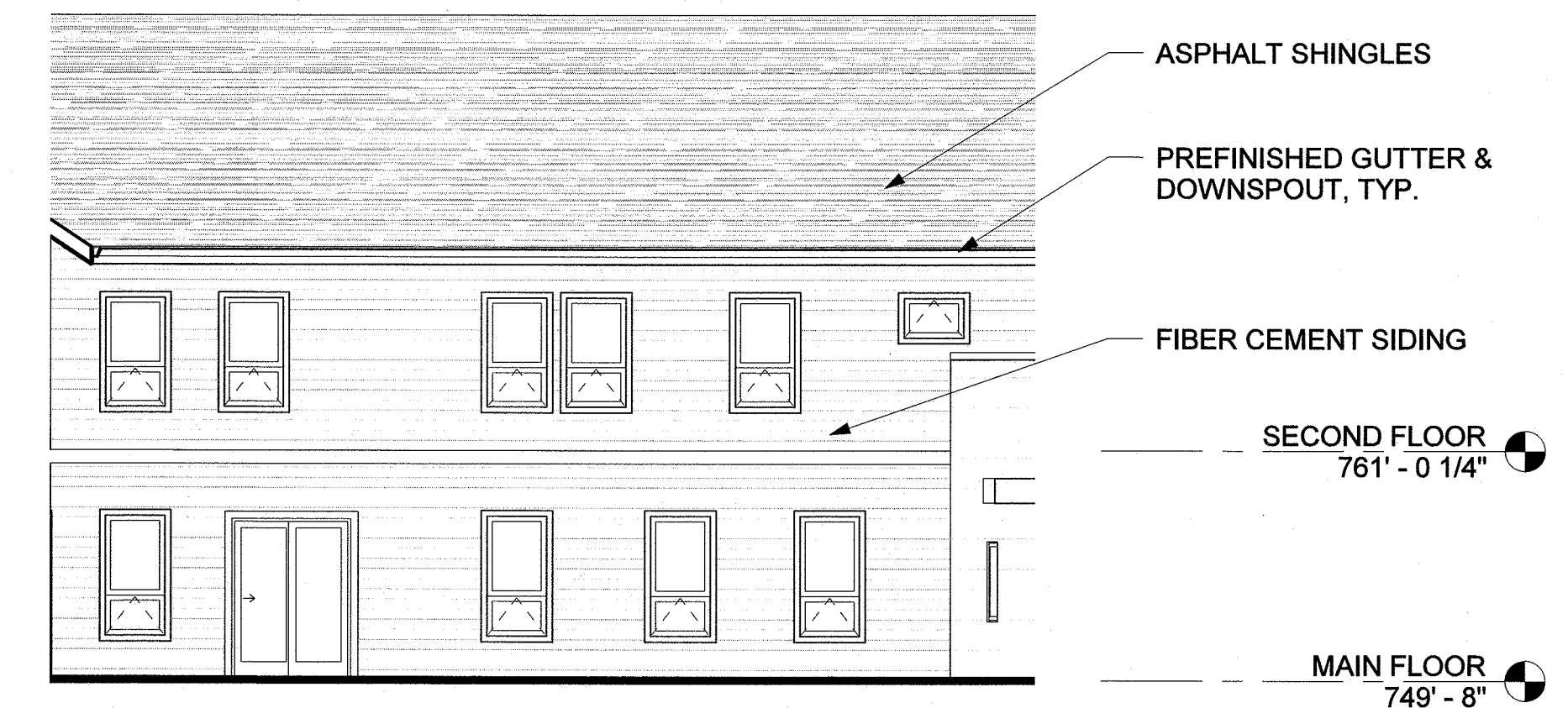
115 1/2 E. LIBERTY STREET
ANN ARBOR, MI 48104
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Sheet **A3.01**

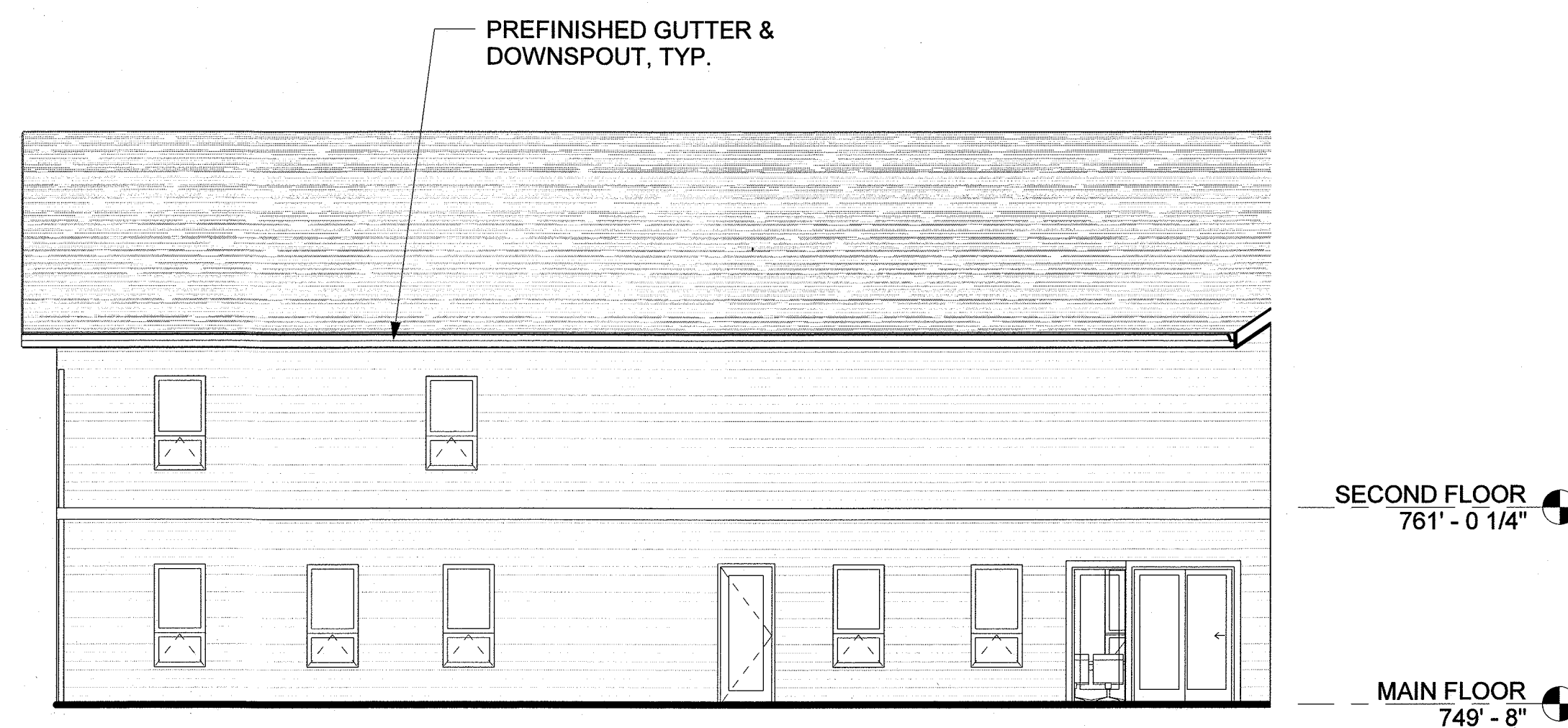
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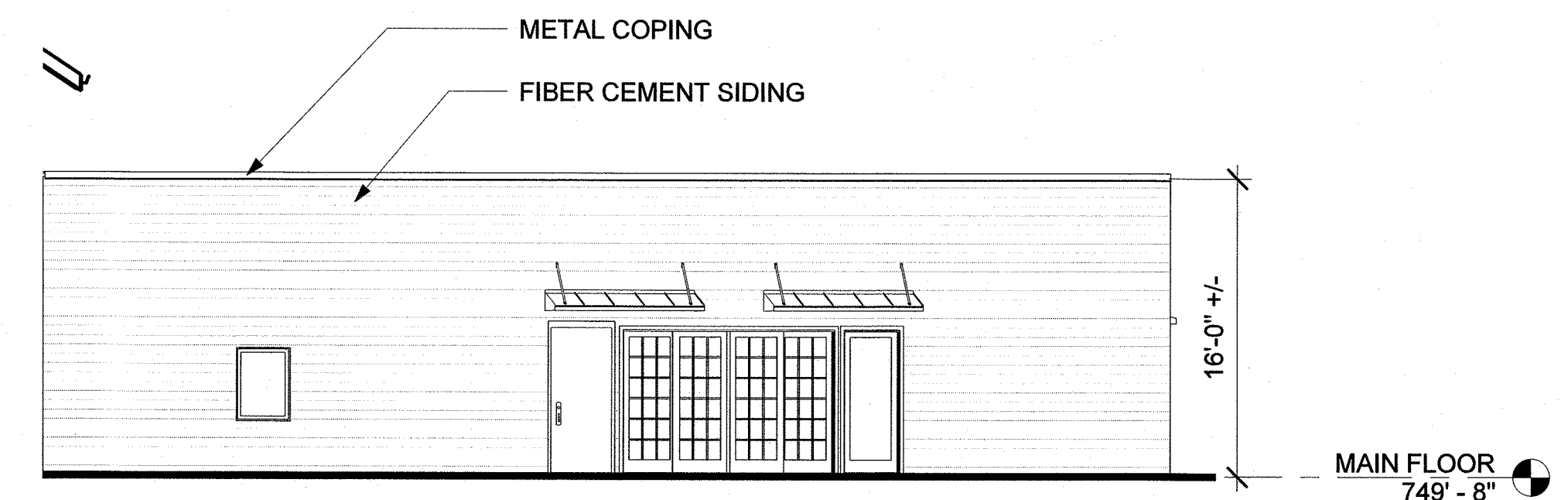
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WEST COURTYARD ELEVATION Scale: 1/8" = 1'-0" Ref'd From: A2.01 **3**



EAST COURTYARD ELEVATION Scale: 1/8" = 1'-0" Ref'd From: A2.01 **2**

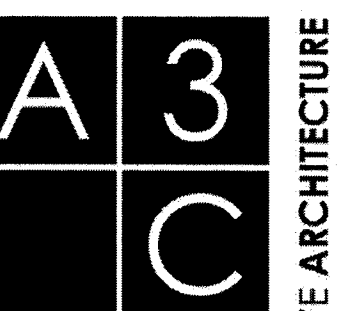
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Project Number **17043**

Issue	Date
Site Plan Submittal	02.21.18
Site Plan Submittal	03.28.18

Drawn: NJP Checked: JKC

Ozone House
1600 Huron River Drive
Ypsilanti, MI
EXTERIOR ELEVATIONS



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Sheet **A3.02**

STATE OF MICHIGAN

COUNTY OF WASHTENAW

CITY OF YPSILANTI

OZONE HOUSE PLANNED UNIT DEVELOPMENT AGREEMENT

This Planned Unit Development (“PUD”) Agreement (the “Agreement”) is by and between **OZONE HOUSE, INC.**, a Michigan nonprofit corporation (“Developer”), whose address is 1705 Washtenaw, Ann Arbor, MI 48104, and **THE CITY OF YPSILANTI**, a Michigan home rule city (“City”), whose address is One South Huron Street, Ypsilanti, Michigan 48197.

RECITATIONS

City is the fee owner of the property described on the attached and incorporated EXHIBIT A (the “Property”), located in the City of Ypsilanti, Washtenaw County, Michigan. Developer, or Developer’s assigns, desires to purchase and develop the property so described for a combination of medical and professional offices; child care; educational facilities; indoor recreation; supportive housing and homeless shelter for up to 50 individuals.

Developer voluntarily proposed rezoning and development of the Property as a PUD. Accordingly, Developer has applied for approval of an amendment to the Ypsilanti Zoning Ordinance granting a rezoning of the Property to PUD, with the zoning on the Property to be known as the Ozone House Planned Unit Development (“OZPUD”). Developer is the developer and proprietor of the OZPUD.

As part of the application and approval process, Developer has offered and agreed to make the improvements and to proceed with the undertakings as described in the PUD Documents (as defined in Section A below), which Developer and City agree are necessary and roughly proportional to the burden imposed in order to (1) ensure that the public services and facilities affected by the OZPUD will be capable of accommodating increased service and facility loads caused by the OZPUD, (2) protect the natural environment and conserve natural resources, (3) ensure compatibility with adjacent uses of land, (4) promote use of the Property in a socially and economically desirable manner,

and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq.

For the purpose of confirming the rights and obligations in connection with the improvements, development, and other obligations to be undertaken on the Property once it has been rezoned, the parties have entered into this Agreement to be effective on the effective date of the City's Zoning Ordinance amendment granting rezoning of the Property to the OZPUD ("Granting Ordinance").

Now, therefore, as an integral part of the rezoning of the Property and approval of the development on the Property, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

A. Development as PUD. The Property shall be developed and improved only in accordance with the following (referred to collectively as the PUD Documents):

1. Article VII, Division 1 of the Ypsilanti Zoning Ordinance, as amended.
2. The approved PUD plans for the OZPUD, as attached to the Permit Conditions, and as approved by the Ypsilanti City Council (PUD Plans).
3. The Permit Conditions.
4. This Agreement.
5. Deed restrictions covering all property within the PUD, to be approved and recorded in the manner set forth in this Agreement.
6. The Conservation Easement for the OZPUD, to be approved and recorded in the manner set forth in this Agreement.
7. All applicable City ordinances and all design standards for the City of Ypsilanti, except those which have been approved as part of the PUD Plan approval.
8. Any and all conditions of the approval of the Ypsilanti City Council and Planning Commission pertaining to the OZPUD as reflected in the official minutes of such meetings.
9. Recordation with the Washtenaw County Register of Deeds office of an affidavit by the owner of the Property on the effective date of the rezoning, approved by the City Attorney, containing the legal description of the Property, specifying the date of approval of the OZPUD, and declaring that all future development of the Property has been authorized, restricted, and required to be carried out only in accordance with the Granting Ordinance and the PUD Documents referenced in that Ordinance.

10. The Granting Ordinance.

11. Any and all other easements and restrictions of record.

Furthermore, all development, use, and improvement of the Property shall be subject to and in accordance with all applicable City ordinances and shall also be subject to and in accordance with all other approvals and permits required under applicable City ordinances, the PUD Documents, and state laws for the respective components of the OZPUD. To the extent that there are conflicts or discrepancies between respective provisions of the PUD Documents, or between provisions of the PUD Documents and City ordinances, interpretation shall be based on the more strict regulation of the Property and interpretation shall be subject to the reasonable discretion of the Ypsilanti City Council.

B. Effect of PUD Approval. The Granting Ordinance amends the zoning of the Property and constitutes the land use authorization for the Property, and all use and improvement of the Property shall be in conformity with such Ordinance and this Agreement.

C. Land Use. Within the OZPUD, all buildings and site amenities shall be laid out, situated, and designed as described on the approved PUD Plan. The permitted density and land use mix shall be as described in detail in the permit conditions in the Granting Ordinance (“Permit Conditions”).

D. Water and Sanitary Sewer Systems. Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems. All of the foregoing improvements shall be designed and constructed in accordance with the approved PUD Plan and all applicable standards, codes, regulations, ordinances, and laws. Such water and sanitary sewer service facilities (including any on-site and off-site facilities), extensions (including a downstream relief sewer), and easements to reach the area to be served shall be provided by and at the sole expense of Developer, and shall be completed, approved, and dedicated to City (as required by City in its discretion) to the extent necessary to fully service all proposed and existing facilities, structures, and uses within the OZPUD to be served by those facilities, extensions, and easements, prior to issuance of any building permits for any building in the OZPUD, other than building permits issued prior to the date of this Agreement.

E. Signage. This Agreement shall not govern signage. Article VI, Division 5, Signs, of the Zoning Code of Ordinance, as amended, shall govern signage. For the purposes of this section, the Property shall be considered as zoned Health and Human Services. In the case that a future zoning code has changed substantially and no longer contains such a zone, the City Planner shall make a determination as to which zoning district currently in effect is substantially similar in permitted form and use to the Health and

Human Service District as it existed on the effective date of the City's Zoning Ordinance amendment granting rezoning of the Property to the OZPUD.

F. Drives and Parking Lots.

1. All drives and parking lots within and for the Property shall be designed, situated, and constructed in accordance with all requirements and applicable ordinances of City, the PUD Documents, and the approved PUD Plan.
2. Developer shall use its best efforts and diligently pursue the necessary easements over adjoining properties in order to provide access to the Property.
3. Developer and any assigns and transferees of Developer shall be responsible for maintenance and repairs of the drives, entranceways, and parking lots during the period of construction and, except for any drives that have been dedicated to City or to the Road Commission for Washtenaw County at the time of recording of the respective deed restrictions, Developer shall incorporate provisions in the deed restrictions providing for perpetual maintenance obligations by the owners of the Property in the manner more particularly set forth in the Permit Conditions.
4. Prior to completion of the paving of the roads, drives, and parking lots, Developer shall apply dust palliative to and otherwise maintain such areas as necessary to keep them in good repair and minimize problems for adjacent property owners and the motoring public at large. Developer shall also keep all existing public streets and roads free of debris and repair any damage caused by construction activities on or for the Property and use of such roads for construction purposes. If Developer fails to maintain and repair the roads, drives, parking lots, and/or streets as required by this Section G, in addition to any enforcement authorization or remedy provided in the deed restrictions or any other agreement, City may issue stop work orders and/or withhold issuance of further approvals, permits, and occupancy certificates for the Development until such failure is cured to the reasonable satisfaction of City.
5. For purposes of the maintenance obligations set forth in this Section G, the terms *maintenance*, *maintain*, and *maintained* shall mean and include regular inspections; grading and other earth-moving; removing dirt, debris, and any obstacles; repairing potholes and cracks; adding new materials; providing for drainage; constructing any needed structures (e.g., without limitation, to provide lateral support, curbing, drainage, etc.); graveling; sealing; resurfacing; and such other action as necessary or expedient to provide structural integrity and substantially continuous, unobstructed, and safe vehicular passage, and providing unobstructed drainage as necessary and required.

G. Storm Water Drainage. Developer, at its sole expense, shall construct and maintain an on-site storm water drainage system, in accordance with the PUD Plans, PUD Documents, and all applicable ordinances, laws, codes, standards, and regulations.

H. Walkways. Developer shall pay for the installation, construction, maintenance, and repair of an 8-foot-wide sidewalk along Huron River Drive, which shall connect to an internal privately-owned system of walkways and related amenities as depicted on the approved PUD Plans and in the PUD Documents. The internal and external walkways shall be maintained and repaired in a safe, unobstructed, and passable condition by Developer and Developer's successor owners of the Property, at their sole expense, pursuant to terms and provisions to be included in the deed restrictions in the manner more particularly set forth in Section ____ of this Agreement. Developer shall repair any damage to, and clear all debris that accumulates on, the internal and external walkways described in this Section as a result of any construction activities on or for the Property. If Developer fails to maintain and repair the internal and external walkways as required by this Section, in addition to any enforcement authorization or remedy provided in the deed restrictions or any other agreement, City may issue stop work orders and/or withhold issuance of further approvals, permits, and occupancy certificates for the Property until such failure is cured to the reasonable satisfaction of City.

I. Deed Restrictions. Developer shall submit to City proposed deed restrictions applicable to the Property. The deed restrictions shall be on a document entitled "Declaration of Covenants, Conditions, Easements, and Restrictions," which shall be applicable to all components of the development of the Property. The deed restrictions shall be subject to review by the City Attorney and approval by City prior to recording. As part of such deed restrictions, there shall be provisions obligating Developer and all future successor owners of the applicable portion of the Property to maintain and preserve all roads, drives, entranceways, parking lots, walkways, screening walls, landscaping, lighting, signage, greenbelts, open areas, pedestrian walkways and open area amenities (including the proposed Open Space), setbacks, storm drainage, detention and retention facilities and easements, and any other private common elements and improvements for or within the Property in good working order and appearance at all times and in accordance with the PUD Documents. Additionally, the deed restrictions shall identify and make reference to the PUD Documents and the regulations of the land provided in the Documents.

J. Conservation Easement. A conservation easement shall be granted to City for certain property proposed as open space, as shown on the approved PUD Plans, which shall be subject to the review and approval of the City Attorney and recorded prior to the issuance of any building permits.

K. City Enforcement. In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with the PUD Documents, City may serve written notice on Developer setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the City Council, or such other Council, body, or official delegated by the City Council, to allow Developer an opportunity to be heard as to why City should not proceed with the correction of the deficiency or obligation

that has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event City determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the City Council, or the other Council, body, or official designated to conduct the hearing, determines that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by City in its discretion, City shall then have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under City ordinances and/or state laws:

1. Enter the Property, or cause its agents or contractors to enter the Property, and perform such obligation or take such corrective measures as reasonably found by City to be appropriate. The cost and expense of making and financing such actions by City, including notices by City and legal fees incurred by City, plus an administrative fee in an amount equivalent to 25 percent of the total of all such costs and expenses incurred, shall be paid by Developer within 30 days of a billing to Developer. The payment obligation under this Section shall be secured by a lien against the Property, which lien shall be deemed effective as of the date of the initial written notice of deficiency provided to Developer pursuant to this Section or, in emergency circumstances, the date at which City incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing that has been unpaid by Developer for more than 30 days on the delinquent tax rolls of City relative to such portion of the Property, to accumulate interest and penalties, and to be deemed and collected, in the same manner as for collection of delinquent real property taxes. In the discretion of City, such costs and expenses may be collected by suit initiated against Developer and, in such event, Developer shall pay all court costs and attorney fees incurred by City in connection with such suit if City prevails in collecting funds.
2. Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the PUD Documents. Except in emergency circumstances, Developer shall be provided notice of the deficiencies from City and shall be afforded an opportunity to timely correct. In the event City obtains any relief as a result of such litigation, Developer shall pay all court costs and attorney fees incurred by City in connection with such suit.
3. Issue a stop work order as to any or all aspects of the Development, deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development, regardless of whether Developer is the named applicant for such permit or certificate of occupancy, and suspend further inspections of any or all aspects of the Development.

L. Enforcement; Severability. Any failure or delay by City to enforce any provision contained in this Agreement shall in no event be deemed, construed, or relied on as a

waiver or estoppel of the right to eventually do so in the future. This Agreement is intended to establish zoning ordinance regulations applicable to the Property and shall be enforceable as a contract with contract remedies. Each provision and obligation contained in this Agreement shall be considered to be an independent and separate covenant and agreement and, in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.

M. Agreement Jointly Drafted. Developer has negotiated with City the terms of the PUD Documents and such documentation represents the product of the joint efforts and mutual agreements of Developer and City. Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of the PUD Documents, and Developer shall not be permitted in the future to claim that the effect of the PUD Documents results in an unreasonable limitation on uses of all or a portion of the Property or claim that enforcement of the PUD Documents causes an inverse condemnation, other condemnation, or taking of all or any portion of the Property. Furthermore, it is agreed that the improvements and undertakings described in the PUD Documents are necessary and roughly proportional to the burden imposed, and are necessary in order to (1) ensure that public services and facilities necessary for and affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development; (2) protect the natural environment and conserve natural resources; (3) ensure compatibility with adjacent uses of land; (4) promote use of the Property in a socially, environmentally, and economically desirable manner; and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq. It is further agreed and acknowledged that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property and all such improvements without exception are clearly and substantially related to City's legitimate interests in protecting the public health, safety, and general welfare.

N. Ambiguities and Inconsistencies. Where there is a question with regard to applicable regulations for a particular aspect of the Property or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Documents that apply, City, in the reasonable exercise of its discretion, shall determine the regulations of City's Zoning Ordinance, as that Ordinance may have been amended, or other City ordinances that are applicable, provided such determination is not inconsistent with the nature and intent of the PUD Documents. In the event of a conflict or inconsistency between two or more provisions of the PUD Documents, or between the PUD Documents and applicable City ordinances, the more restrictive provision, as determined in the reasonable discretion of City, shall apply.

O. Warranty of Ownership. City warrants that it is the owner in fee simple of the Property.

P. Running with the Land; Governing Law. This Agreement shall run with the land constituting the Property and shall be binding on and inure to the benefit of City and its successors, Developer, all future owners, developers, and builders of any part of the Property, all undersigned parties, and all of their respective heirs, successors, assigns, and transferees. An affidavit providing notice of the rezoning of the Property, the PUD Documents, this Agreement, and the general obligations relating to the PUD shall be executed by the property owners and may be recorded by any of the undersigned parties following the execution of this Agreement. This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in Michigan courts. The parties understand and agree that this Agreement is consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable law.

Q. Single Ownership and/or Control of PUD Property. City represents and warrants that the single ownership and/or control of the Property has been vested solely in City in accordance with and for all purposes necessary to satisfy Section **122-702(a)** of City Zoning Ordinance, and City is fully authorized and empowered to rezone and develop the Property in accordance with and pursuant to the PUD Documents and all other documents, agreements, plans, dedications, ordinances, and recordings applicable to the Ozone House Planned Unit Development as submitted to and as approved by the Ypsilanti City Council.

This Agreement was executed by the respective parties on the date specified with the notarization of their signatures and shall be considered to be dated and take effect on the effective date of the Granting Ordinance.

[Signature page follows]

By: _____
Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

_____, Notary Public
_____, County, Michigan
My commission expires: _____

9

Amanda Edmonds
Mayor

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

_____, Notary Public
_____, County, Michigan
My commission expires: _____

Frances McMullan
Clerk

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

_____, Notary Public
_____ County, Michigan
My commission expires: _____

EXHIBIT A
(legal description of the Property)

DRAFT

**Public Input for Ozone House PUD,
received between 03-22-18 and 04-12-2018**

Bonnie Wessler

From: [REDACTED]
Sent: Wednesday, April 11, 2018 2:08 PM
To: Bonnie Wessler
Subject: Ozone House PUD Proposal

Although I am not an Ypsilanti resident, I do hope that Ozone House is able to go ahead with their plans for the property at N. Huron River Dr. and Superior. It sounds like a good use of the property, long unsold, and Ozone House does very good work. Since the Planning Commission seems to have OKed the plans, I hope the City Council will follow through and approve them.

Mary Browning
Ann Arbor resident

Bonnie Wessler

From: Linda Edwards-Brown
Sent: Wednesday, April 11, 2018 9:10 AM
To: Amanda Edmonds; Pete Murdock; Nicole Brown; Brian Robb; Daniel Vogt; Beth Bashert; loiserich@hotmail.com
Cc: Bonnie Wessler; Krista Girty
Subject: Support for the consolidation of Ozone House to a single facility in Ypsilanti

Dear Ypsilanti City Council Members,

I am pleased to offer my strong support for the consolidation of Ozone House's Ann Arbor facilities to a single site in the City of Ypsilanti. This consolidation would provide much needed resources to all of the young people in our county, but more specifically, to those in the eastern part of the county where resources are needed most. By consolidating their administrative offices, emergency shelter, supportive housing and medical support under one roof, this consolidation will remove some of the barriers young people face when trying to access services. This consolidation could also serve as a model to be disseminated to other youth serving organizations/agencies across Michigan.

This is truly a courageous move with the potential to significantly improve outcomes for our youth. I applaud the steps taken by Ozone House and welcome the opportunity for the Washtenaw County Juvenile Court to continue to partner with Ozone House in our shared mission of helping young people to lead safe, healthy and productive lives.

Sincerely,
Linda Edwards-Brown

"It is easier to build strong children than to repair broken men."
— Frederick Douglass, abolitionist and statesman

Linda Edwards-Brown, MSW, LMSW
Washtenaw County Trial Court/Juvenile Division | Juvenile Court Administrator
101 E. Huron, PO Box 8645 | Ann Arbor, MI 48107-8645



Bonnie Wessler

From: Derrick Jackson
Sent: Wednesday, April 11, 2018 3:39 PM
To: Bonnie Wessler
Subject: Ozone House

Hi Bonnie,

I wanted to take a few moments to let you know how excited I am at the prospect of Ozone House consolidating services in Ypsilanti. I haven't worked at Ozone in years, but that's where I began my professional career. In fact, I ran the Drop-in Center when it was over on Huron and I've always wanted to see even more of a commitment to the Ypsi area from them. I only left once we committed to that shift by purchasing the property that the Drop-in Center is currently in. I personally worked years to raise money, set the plan, and work with downtown businesses for that move to happen so of course I have a particular interest in seeing this new transition. I believe Ozone has been great neighbors in Ypsilanti and I know there was fear when we first embarked on that endeavor. I have no doubt that the future plans will find them as the same great neighbors.

I now work in law enforcement and understand the intersectionality of providing support, holding people accountable, and changing systems. I really do believe that Ozone House is a great way to help us do that and I wouldn't be writing if I didn't think that it really was the best thing for the young people of our city.

Thanks for taking the time to consider my thoughts.

Derrick L. Jackson

Washtenaw County Sheriff's

Director of Community Engagement



2201 Hogback Rd.
Ann Arbor, MI 48105

Bonnie Wessler

From: [REDACTED]
Sent: Wednesday, April 11, 2018 7:40 PM
To: Bonnie Wessler
Subject: Support for Ozone House new site

Dear Ypsilanti City Council Members,

I am pleased to offer my strong support for the consolidation of Ozone House's Ann Arbor facilities to a single site in the City of Ypsilanti. This consolidation would provide much needed resources to all of the young people in our county, but more specifically, to those in the eastern part of the county where resources are needed most. By consolidating their administrative offices, emergency shelter, supportive housing and medical support under one roof, Ozone House is removing barriers that young people face when trying to access services.

This is truly a courageous move with the potential to significantly improve outcomes for our youth. I applaud the steps taken by Ozone House and welcome the opportunity for continued partnership with Ozone House in our shared mission of helping young people to lead safe, healthy and productive lives.

Kind regards,
Dawn Keech

Bonnie Wessler

From: [REDACTED]
Sent: Wednesday, April 11, 2018 4:02 PM
To: Bonnie Wessler
Subject: Support of Ozone House's PUD Request

Good afternoon, Bonnie and Ypsilanti City Council Members,

I am pleased to offer my strong support for the consolidation of Ozone House's Ann Arbor facilities to a single site in the City of Ypsilanti to better support young people in our community. As the Coordinator for the Washtenaw Alliance for Children and Youth (WACY) since 2014, I have worked closely with Ozone House and have seen how their deep knowledge of working with young people has positively impacted youth in our community. I highly value the expertise and leadership that Ozone House not only brings to the school-age youth cross-sector network of collaborative partners that I lead, but to our greater community.

Their consolidation to a single site in the City of Ypsilanti would provide much needed resources to all of the young people in Washtenaw County, but more specifically, to those in the eastern part of Washtenaw where resources are most needed. By consolidating their administrative offices, emergency shelter, supportive housing and medical support under one roof, Ozone House is removing barriers that young people face when trying to access critical services. Access to these vital services can oftentimes be pivotal to a young person's success. **I have no doubt that this is a truly courageous move with the potential to significantly improve outcomes for our youth.** I applaud the steps taken by Ozone House and welcome the opportunity for continued partnership with Ozone House in our shared mission of helping young people lead safe, healthy, and productive lives.

Thank you for your time and this consideration.

Best,

Ashley Kryscynski, MSW
(Pronouns: she/her/hers)
akryscynski@washtenawisd.org

[REDACTED]
[Washtenaw Alliance for Children and Youth \(WACY\)](#) &
[Washtenaw Futures College Access Network](#)

To share resources & information to the WACY listserv, email wacy@googlegroups.com.
To share resources & information to the Washtenaw Futures listserv, email washtenawfutures@googlegroups.com.

Bonnie Wessler

From: [REDACTED]
Sent: Thursday, April 12, 2018 5:37 PM
To: Bonnie Wessler
Subject: Letter of Support for Ozone House

Dear Ypsilanti City Council Members,

I am pleased to offer my strong support for the consolidation of Ozone House's Ann Arbor facilities to a single site in the City of Ypsilanti. This consolidation would provide much needed resources to all of the young people in our county, but more specifically, to those in the eastern part of the county where resources are needed most. By consolidating their administrative offices, emergency shelter, supportive housing and medical support under one roof, Ozone House is removing barriers that young people face when trying to access services.

This is truly a courageous move with the potential to significantly improve outcomes for our youth. I applaud the steps taken by Ozone House and welcome the opportunity for continued partnership with Ozone House in our shared mission of helping young people to lead safe, healthy and productive lives.

My experience in working with Ozone House as a community partner has been exemplary. Not only do I applaud the irreplaceable work they do to serve our youth, but I also value their commitment, effectiveness, and excellence.

Please feel free to contact me with any questions or concerns.

Best regards,

Versell Smith, Jr.

Executive Director
Corner Health Center

The Corner's mission is to provide judgement-free, high-quality, affordable health services to young people aged 12 through 25.

[REDACTED] | www.cornerhealth.org



DISCLAIMER

This e-mail message is intended only for the personal use of the recipient(s) named above. This message may be an attorney-client communication and as such privileged and confidential. If you are not an intended recipient, you may not review, copy or distribute this message. If you have received this communication in error, please notify us immediately by e-mail and delete the original message.

Bonnie Wessler

From: Peri Stone-Palmquist <stonequist@gmail.com>
Sent: Wednesday, April 11, 2018 7:16 PM
To: Bonnie Wessler
Subject: To council

Dear Ypsilanti City Council Members,

I am pleased to offer my strong support for the consolidation of Ozone House's Ann Arbor facilities to a single site in the City of Ypsilanti. This consolidation would provide much needed resources to all of the young people in our county, but more specifically, to those in the eastern part of the county where resources are needed most. By consolidating their administrative offices, emergency shelter, supportive housing and medical support under one roof, Ozone House is removing barriers that young people face when trying to access services.

This is truly a courageous move with the potential to significantly improve outcomes for our youth. I applaud the steps taken by Ozone House and welcome the opportunity for continued partnership with Ozone House in our shared mission of helping young people to lead safe, healthy and productive lives.

Sincerely,

A Proud Ozone Supporter

Peri Stone-Palmquist

1008 W. Cross

Bonnie Wessler

From: Rhonda Weathers <rhondaw@soscs.org>
Sent: Thursday, April 12, 2018 9:11 AM
To: Bonnie Wessler
Subject: Support for the Ozone House site plan

Dear Ypsilanti City Council Members,

As the Executive Director of SOS Community Services in Ypsilanti, I am pleased to offer my strong support for the consolidation of Ozone House's Ann Arbor facilities to a single site in the City of Ypsilanti. This consolidation would provide much needed resources to all of the young people in our county, but more specifically, to those in the eastern part of the county where resources are needed most. By consolidating their administrative offices, emergency shelter, supportive housing and medical support under one roof, Ozone House is removing barriers that young people face when trying to access services.

This is truly a courageous move with the potential to significantly improve outcomes for our youth. I applaud the steps taken by Ozone House and welcome the opportunity for continued partnership with Ozone House in our shared mission of helping young people to lead safe, healthy and productive lives.

--

Rhonda Weathers

Executive Director

SOS Community Services

101 S. Huron Street, Ypsilanti, MI 48197

Office: 734-485-6184 | Cell: 734-489-5536

Fax: 734-485-8739 | website: www.soscs.org

Follow SOS...

[Facebook](#) [Twitter](#)

Bonnie Wessler

From: [REDACTED]
Sent: Friday, April 13, 2018 9:19 AM
To: Bonnie Wessler
Subject: YES to Ozone House

Dear Ypsilanti City Council Members,

I am pleased to offer my strong support for the consolidation of Ozone House's Ann Arbor facilities to a single site in the City of Ypsilanti. This consolidation would provide much needed resources to all of the young people in our county, but more specifically, to those in the eastern part of the county where resources are needed most. By consolidating their administrative offices, emergency shelter, supportive housing and medical support under one roof, Ozone House is removing barriers that young people face when trying to access services.

This is truly a courageous move with the potential to significantly improved outcomes for our youth. I applaud the steps taken by Ozone House and welcome the opportunity for continued partnership with Ozone House in our shared mission of helping young people to lead safe, healthy and productive lives.

When I first moved to Ypsilanti, I used to volunteer for Ozone House. Their organization is amazing and the youth they serve need this. I'm proud of Ypsilanti for being such an accepting city. Please don't let us down!

Respectfully,

[REDACTED]



I support Ozone House's proposal to consolidate many of their services to Ypsilanti at the Northwest corner of Huron River Drive and Superior Road.

I understand that at this site they are currently planning to house their administrative offices; provide clinical youth and family services, emergency shelter/respice (youth 10-17), medical support, job training and education to youths and provide supportive housing for youths (18-21). Phase one of the site includes all site improvements and the main building; phase 2 would potentially provide additional supportive housing for young adults.



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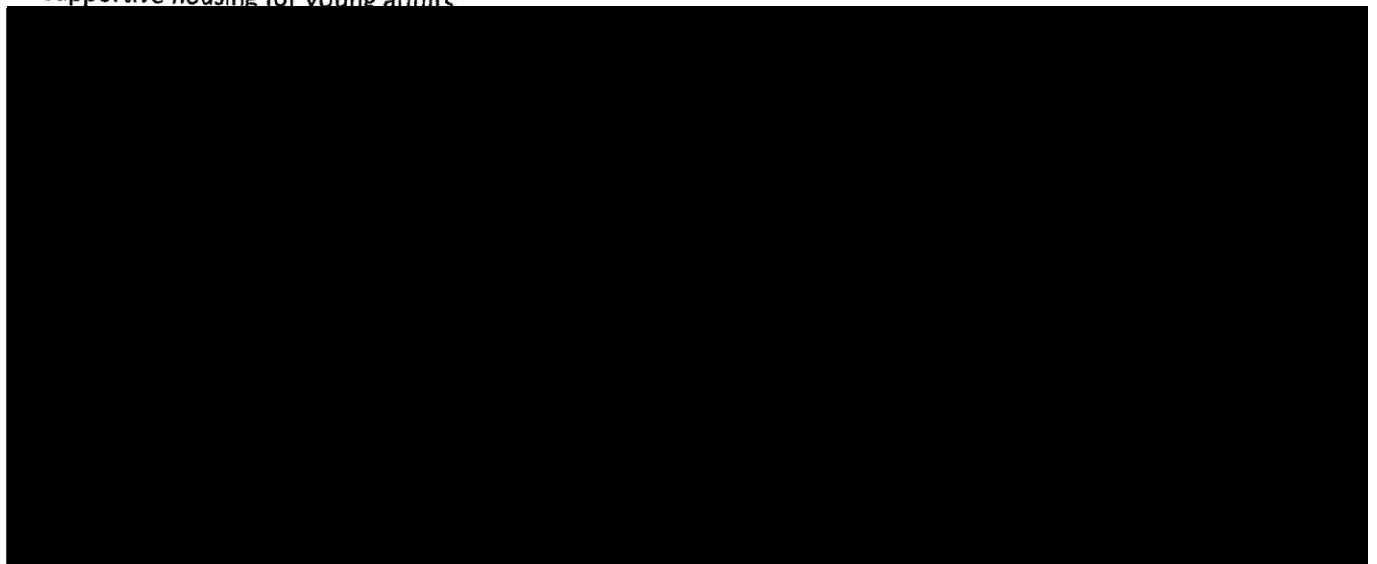
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Address

First and last name

Address

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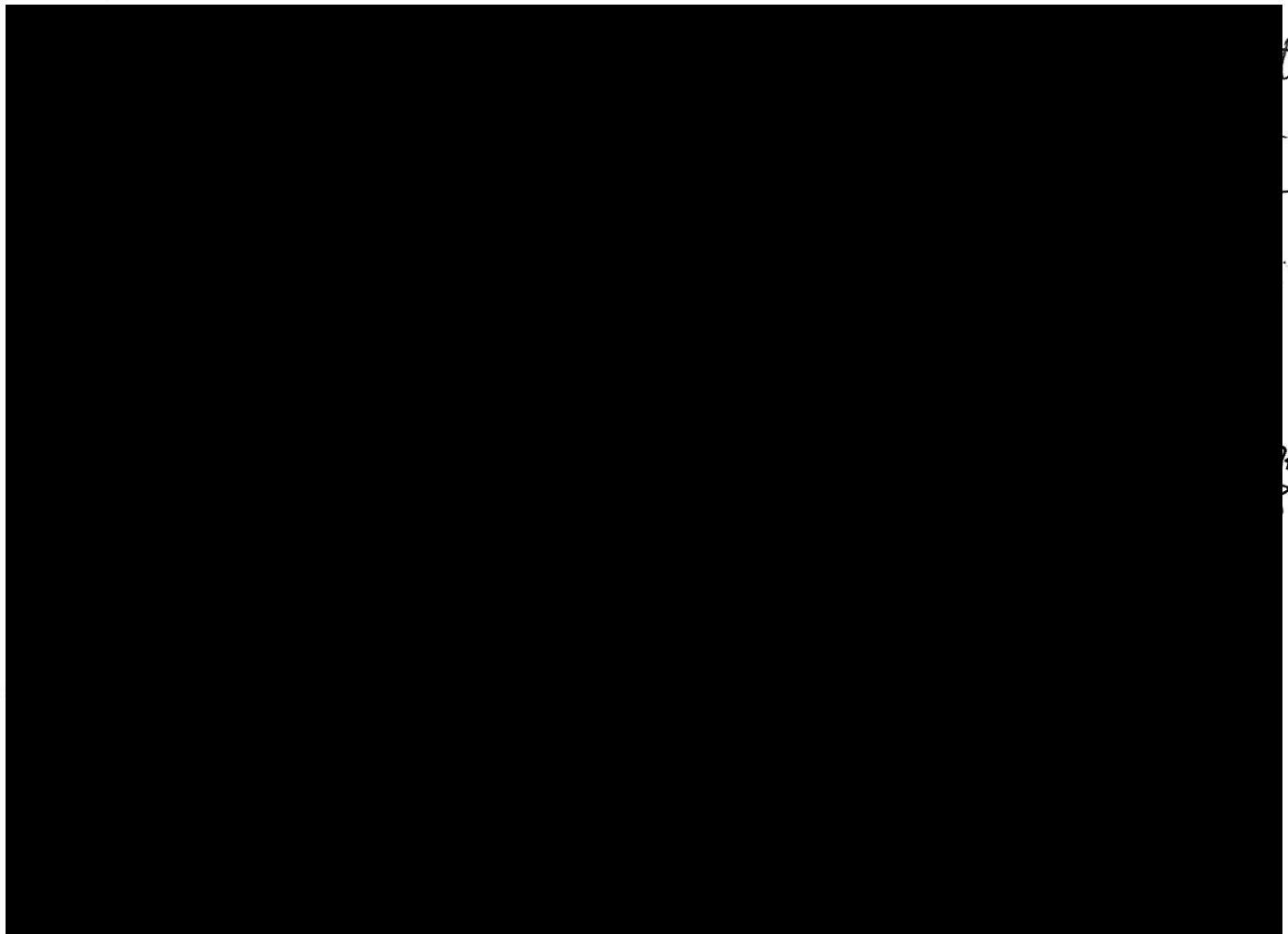
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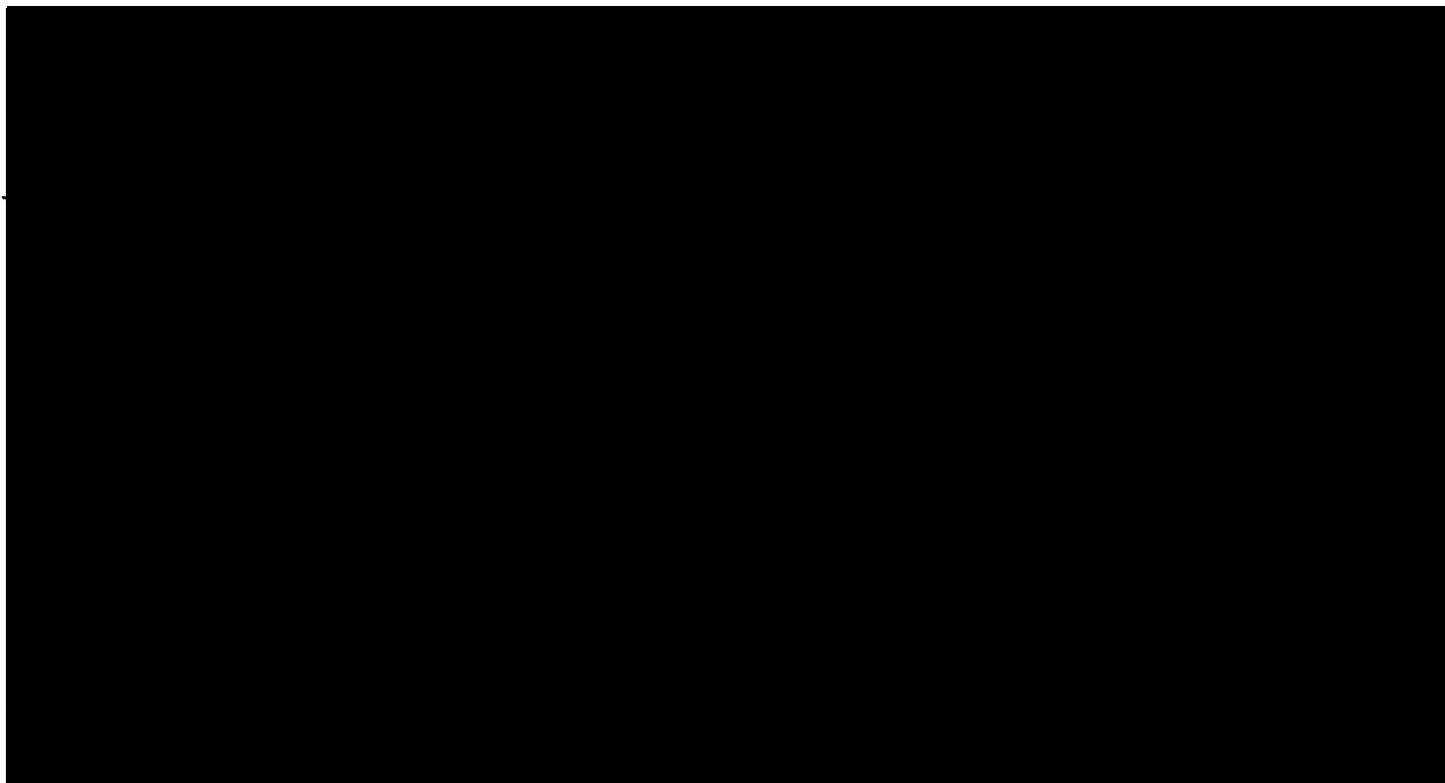
Main Office & Safe Stay: 1705 Washtenaw • Ann Arbor, MI 48104
tel: 734.662.2265 • fax: 734.662.9724 • www.OzoneHouse.org

Drop-In Center: 102 North Hamilton • Ypsilanti, MI 48197
tel: 734.485.2222 • fax: 734.485.8280



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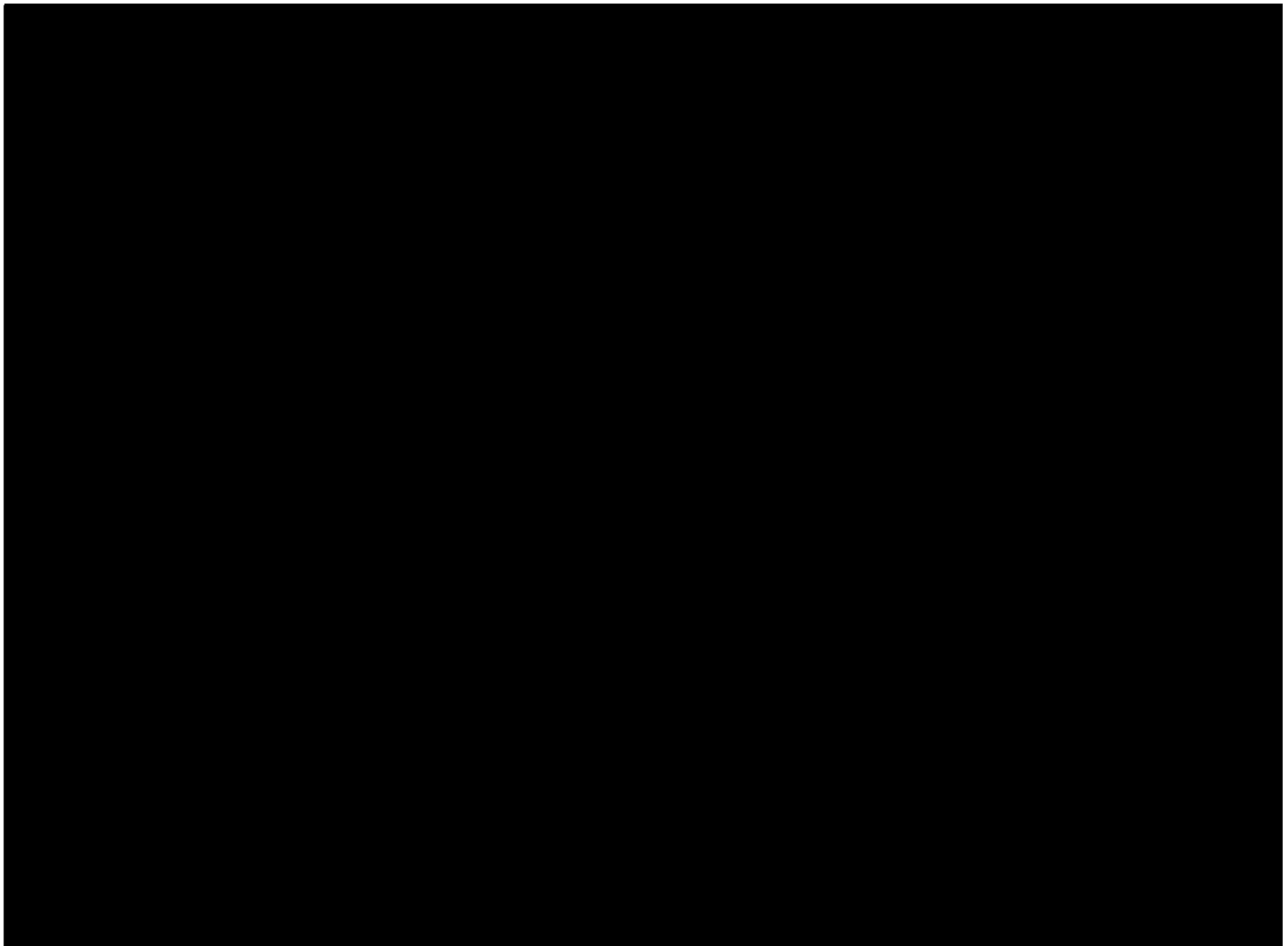
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4. The fourth part of the document discusses the implications of the findings for future research and practice. It suggests that the results could be used to inform policy decisions and to guide the development of new programs and initiatives.

5. The fifth part of the document provides a conclusion and a summary of the key points. It reiterates the importance of the study and the need for continued research in this area.

6. The sixth part of the document includes a list of references to the sources used in the study. It also includes a list of appendices that provide additional information and data.

7. The seventh part of the document is a list of figures and tables that are included in the study. It provides a brief description of each figure and table and explains how they are used to present the data.

8. The eighth part of the document is a list of footnotes that provide additional information and references. It also includes a list of abbreviations that are used throughout the document.

9. The ninth part of the document is a list of acknowledgments that thank the individuals and organizations that provided support and assistance during the study.

10. The tenth part of the document is a list of appendices that provide additional information and data. It includes a list of tables and figures that are not included in the main body of the document.



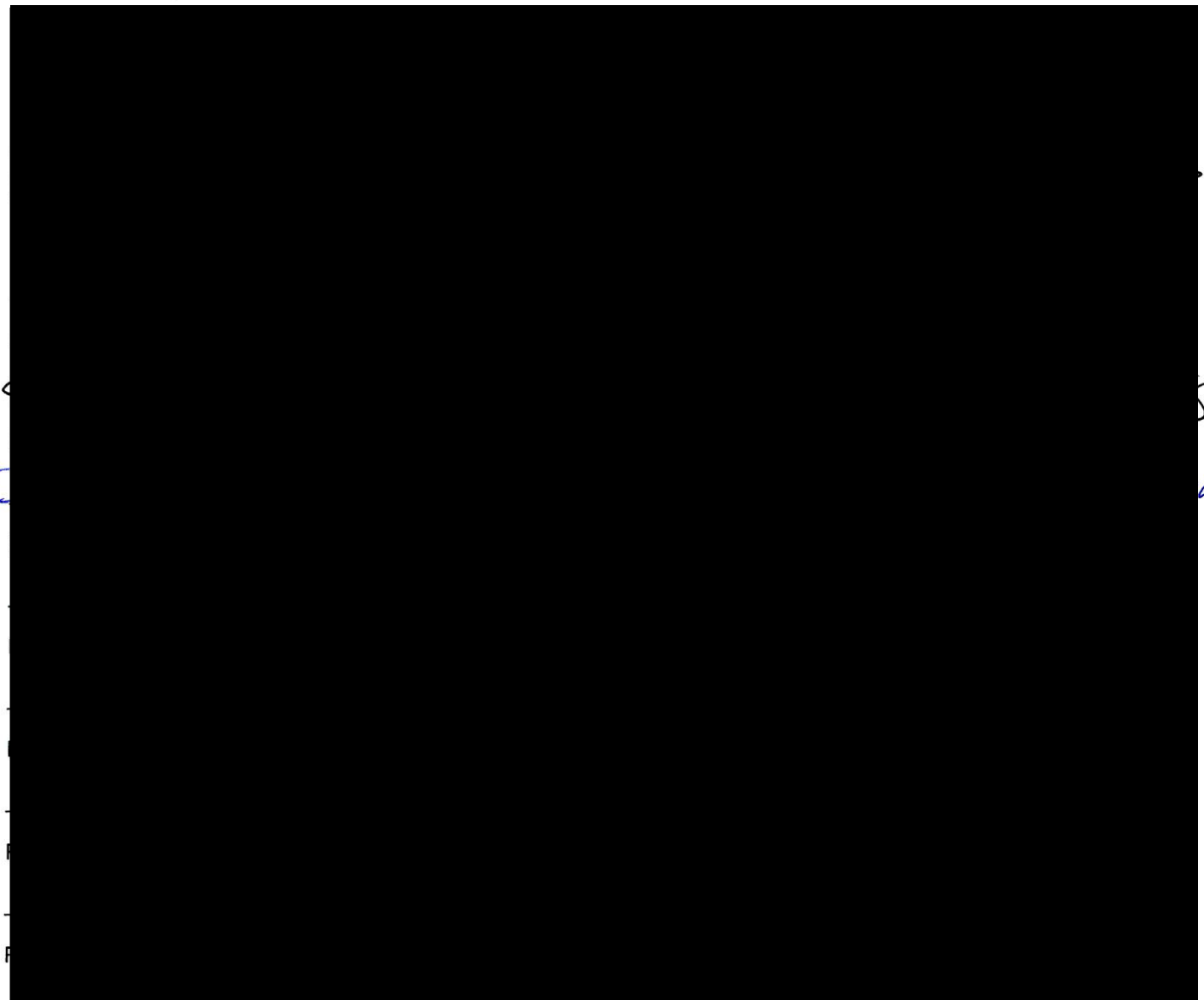
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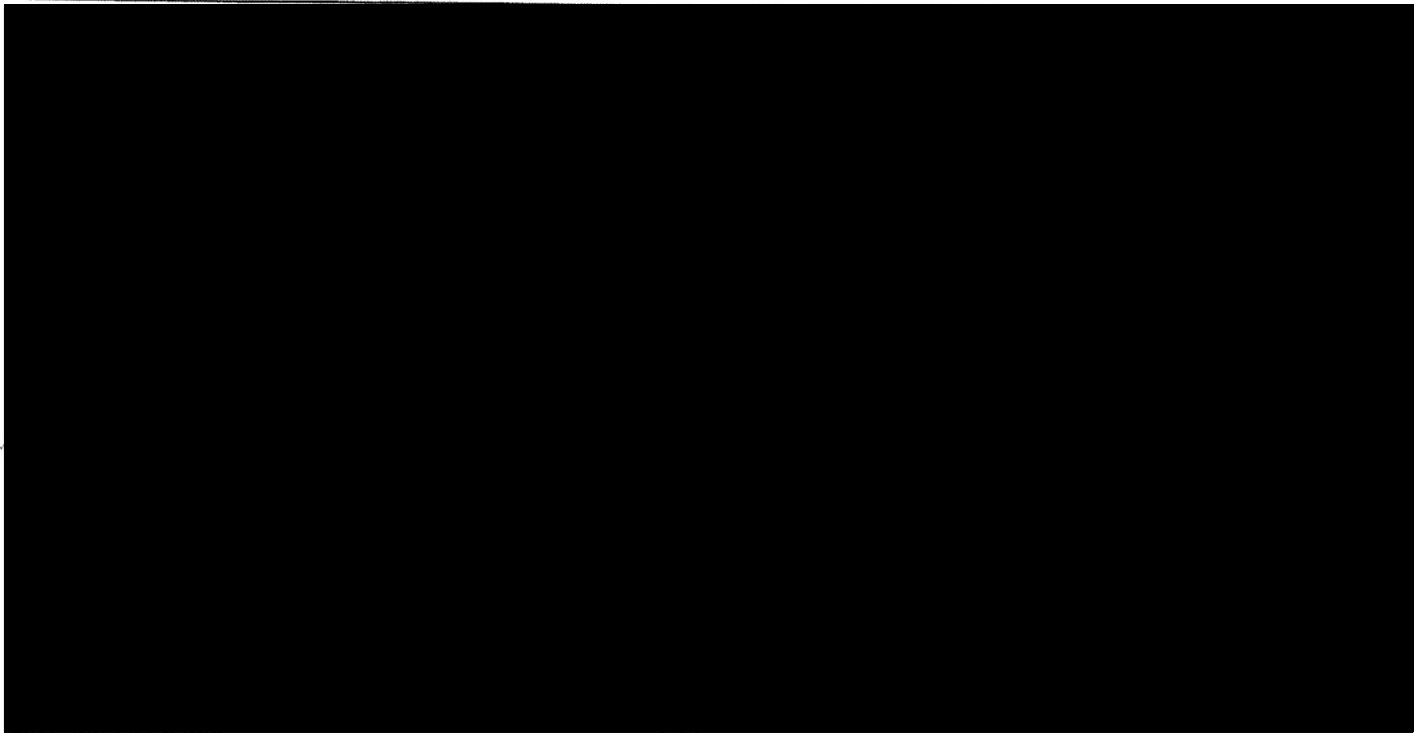
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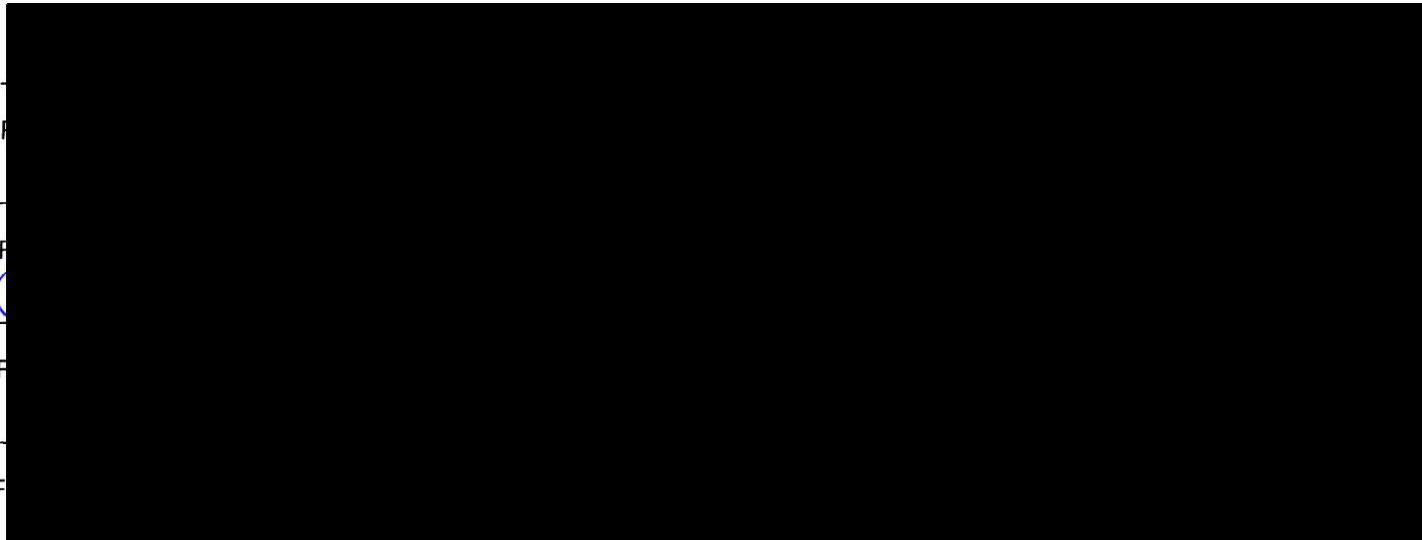
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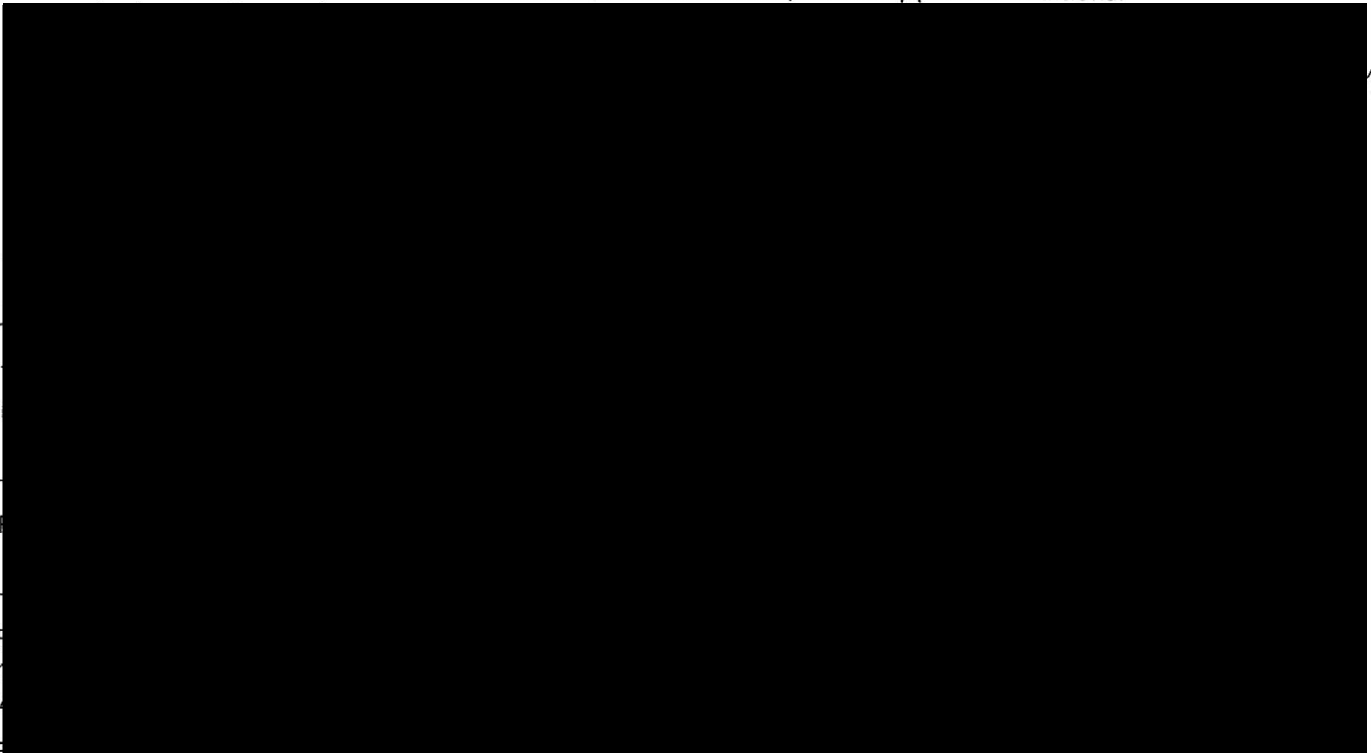
First and last name

Address



I support Ozone House's proposal to consolidate many of their services to Ypsilanti at the Northwest corner of Huron River Drive and Superior Road.

I understand that at this site they are currently planning to house their administrative offices; provide clinical youth and family services, emergency shelter/respite (youth 10-17), medical support, job training and education to youths and provide supportive housing for youths (18-21). Phase one of the site includes all site improvements and the main building; phase 2 would potentially provide additional



First and last name

Address

First and last name

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Address

First and last name

Address

Main Office & Safe Stay: 1705 Washtenaw • Ann Arbor, MI 48104
tel: 734.662.2265 • fax: 734.662.9724 • www.OzoneHouse.org

Drop-In Center: 102 North Hamilton • Ypsilanti, MI 48197
tel: 734.485.2222 • fax: 734.485.8280



I support Ozone House's proposal to consolidate many of their services to Ypsilanti at the Northwest corner of Huron River Drive and Superior Road.

I understand that at this site they are currently planning to house their administrative offices; provide clinical youth and family services, emergency shelter/respice (youth 10-17), medical support, job training and education to youths and provide supportive housing for youths (18-21). Phase one of the site includes all site improvements and the main building; phase 2 would potentially provide additional supportive housing for young adults.



First and last name

Address

First and last name

Address

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Big Brothers Big Sisters of Washtenaw County

11 West Michigan Avenue
Ypsilanti, MI 48197
www.bbbswashtenaw.org

Tel 734-975-0933
Fax 734-896-3953

BOARD OF DIRECTORS

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Jennifer Spitler,
Executive Director

April 13, 2018

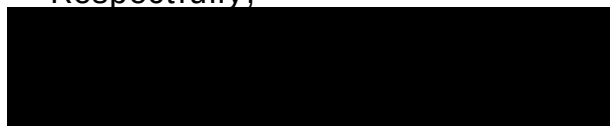
Ypsilanti City Council
City Hall
1 South Huron
Ypsilanti, MI 48197

Dear Members of Council,

I am writing in support of the consolidation of Ozone House's Ann Arbor facilities to a single site in the City of Ypsilanti. This consolidation would provide much needed resources to all of the young people in our county, but more specifically, to those in the eastern part of the county where resources are needed most. By consolidating their administrative offices, emergency shelter, supportive housing and medical support under one roof, Ozone House is removing barriers that young people face when trying to access services. In fact, Big Brothers Big Sisters moved our offices to 11 W. Michigan Avenue in late 2016, just for this reason. It's been a huge benefit to BBBS, our staff and our clients to be closer to them, as over 60% of the youth that we serve live the 48197 and 48198 zip codes.

We're very excited for Ozone House and our community, as they are one of the most respected and valuable resources our area has to serve young people.

Respectfully,



Jennifer Spitler, LMSW
Executive Director

2017 Event Dream & Magic Makers



Andrew Hellenga

From: Bonnie Wessler
Sent: Monday, April 16, 2018 6:03 PM
To: Andrew Hellenga
Subject: FW: Ozone House

--

Bonnie Wessler, AICP
City Planner
Community Development Division, City of Ypsilanti
734/483.9646 (office)
bwessler@cityofypsilanti.com

Sign up to receive City news and public notices here: <http://cityofypsilanti.com/list.aspx>

--

-----Original Message-----

Sent: Saturday, March 24, 2018 4:44 PM
To: Bonnie Wessler <wesslerb@cityofypsilanti.com>
Subject: Ozone House

I am writing that I am fully in support of Ozone House's new building.

Sincerely,

Joanna Gross
Sent from my iPhone

Andrew Hellenga

From: Bonnie Wessler
Sent: Monday, April 16, 2018 6:08 PM
To: Andrew Hellenga
Subject: FW: Support for Ozone House

--

Bonnie Wessler, AICP
City Planner
Community Development Division, City of Ypsilanti
734/483.9646 (office)
bwessler@cityofypsilanti.com

Sign up to receive City news and public notices here: <http://cityofypsilanti.com/list.aspx>

--

-----Original Message-----

From: susan allison [REDACTED]
Sent: Sunday, April 15, 2018 12:34 PM
To: Bonnie Wessler <wesslerb@cityofypsilanti.com>
Subject: Support for Ozone House

Ms. Wessler,

We are writing in support of Ozone House building a new site on Huron River Drive in Ypsilanti that will provide a safe place suitable to better care for the youth and families we serve. We have been donors and supporters of Ozone House (Susan also serves on the Board of Directors) since moving to Ann Arbor from Atlanta 7 years ago. We have always been impressed with the leadership and staff of Ozone House and have every confidence that the new site will allow Ozone House to provide much needed services to more youth in Washtenaw County. We know that Ozone House will be a great addition to the current neighborhood.

Susan & Richard Allison
Ann Arbor Township



Big Brothers Big Sisters of Washtenaw County

11 West Michigan Avenue
Ypsilanti, MI 48197
www.bbbswashtenaw.org

Tel 734-975-0933
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Sue Snyder

Jennifer Spitler,
Executive Director

April 13, 2018

Ypsilanti City Council
City Hall
1 South Huron
Ypsilanti, MI 48197

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We're very excited for Ozone House and our community, as they are one of the most respected and valuable resources our area has to serve young people.

Respectfully,



Jennifer Spitler, LMSW
Executive Director

2017 Event Dream & Magic Makers





REQUEST FOR LEGISLATION
11 April 2018

From: Bonnie Wessler, City Planner

Subject: Bell-Kramer Neighborhood and Former City Landfill Well Restriction Ordinance

SUMMARY & BACKGROUND

The Bell-Kramer neighborhood is located north of I-94, east of Huron, and south of Spring/Factory Street. In 2012-2013, testing was done on the former City landfill (599 S Huron) which indicated the presence of contaminants that had the potential to migrate to the north. Additional testing was performed in 2017. Test results indicate that a restriction on the placement of new wells should be enacted; although this ordinance would also require the discontinuation of any existing wells, none are known in this area at this time.

This is an ordinance to amend Chapter 106 of the Code of Ordinances, adding the residential portion of the Bell Kramer neighborhood as one restricted area, and the former City Landfill as another restricted area.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Draft Planning Commission Minutes (March)

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1308**

An ordinance to amend Chapter 106, Article III, Division 3 "Groundwater Wells" of the Ypsilanti City Code to regulate the use of groundwater in certain areas of the City.

1. THE CITY OF YPSILANTI HEREBY ORDAINS that Chapter 106, Article III, Division 3 "Groundwater Wells" of its Code of Ordinances be amended to read as follows:

DIVISION 3. - GROUNDWATER WELLS

Sec. 106-121. Findings

The City Council finds that the use of certain groundwater wells and water supplies from such wells for human consumption or other purposes may constitute a public health risk and endanger the safety of residents of the City. The identified public health risks affect premises that are located on or in the vicinity of sites that are the source or location of contaminated groundwater, or where there is a known and identified threat of contaminated groundwater. The City Council has determined that a well water restriction ordinance is necessary and appropriate to prohibit and/or otherwise restrict the use of wells to supply water in and from the affected areas in order to protect City residents by minimizing public health, safety and welfare risks and minimizing the potential for migration of contaminated groundwater into presently unaffected groundwater.

Sec. 106-122. - Definitions.

For the purposes of this division, the words and phrases listed below shall have the following meanings:

Affected Parcel means a parcel of land, any part of which is located within a Restricted Zone.

Applicant means a person who applies or applied for the establishment of a Restricted Zone pursuant to this Division.

City means the City of Ypsilanti.

City Property means any interest in real property owned or held by the City and shall include but not be limited to the following:

- i. Real property owned by the City;
- ii. Real property leased by the City as Lessee; and
- iii. City streets, alleys, or other City rights-of-way or easements.

Contaminated Groundwater means groundwater in which there is or may be present concentrations of materials that exceed drinking water criteria under the Safe Drinking Water Act, 1976 PA 399, as amended, or the residential drinking criteria established by the MDEQ in operational memoranda or rules promulgated pursuant to Part 201, Environmental Remediation (MCL 324.20101, et seq.) or Part 213, Leaking Underground Storage Tanks (MCL 324.21301a, et seq).

Domestic Use means the use of water for lawn, garden, or landscaping irrigation on a residential parcel of land. The term does not include water used for commercial, agricultural, or farm irrigation, except as specifically directed by the MDEQ.

Influential Well means a well outside the restricted zone that impacts the contaminated groundwater plume, whether by drawing contaminated water into the well or by merely changing the direction of groundwater flow.

MDEQ means the Michigan Department of Environmental Quality, or its successor agency.

Owner means the holder of record title for a parcel of land and also the occupant of a parcel of land in possession under a land contract or lease.

Person means any individual, partnership, corporation, association, club, joint venture, estate, trust, and any other group or combination acting as a unity, and the individuals consisting of that group or unit.

RAP means a remedial action plan under Part 201 of the Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("NREPA").

Restricted Zone means an area or areas legally described and incorporated within Section 106-123 of this division.

Well means an opening in the surface of the earth for the purpose of removing fresh water through non-mechanical or mechanical means for any purpose other than a public emergency or conducting response actions that are consistent with NREPA, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, or other applicable statute.

Sec. 106-123.2. - ~~Water well~~ Restricted Zones.

~~(a) —The following described areas in the City shall be is-the rRestricted Zones as defined under this division. A scaled map illustrating the restricted zone is shown as Exhibit A below. See Exhibit B below for legal description. They may be referred to by the names provided in the caption preceding their descriptions. Additional Restricted Zones, along with a map illustrating the Restricted Zone, may be added by amending this division in accordance with Section 106-131 and all other applicable laws. Within 30 days after the establishment of an additional Restricted Zone, the City shall record a Notice of Water Well Restriction with the Register of Deeds to be recorded against all parcels in the Restricted Zone. The Notice shall include a copy of the ordinance, as amended, and a map illustrating the Restricted Zone.~~

1. Downtown Restricted Zone. Described below and depicted in the map attached as Schedule 2.

~~(b) —Except as provided in section 106-125 of this division, and after the effective date hereof, no person or legal entity shall install or allow or permit or provide for the installation or utilization of a well on any property on which they have an ownership interest, or lessee or tenant interest, or control within the restricted zone. Property within the restricted zone shall be serviced only by public water supply.~~

Exhibit A Legal Description

~~Lots 1 and 2, and the East 40.0 feet of Lot 3, in Howard's Addition to the City of Ypsilanti, Washtenaw County, Michigan, according to the Plat thereof as recorded in Liber 60 of deeds, page 711, Washtenaw County Records.~~

~~Property Identification: 11 11 40 481 014~~

Exhibit B Legal Description

~~That area of the City of Ypsilanti, Michigan described as follows:~~

~~Commencing at the Southwest corner of the intersection of West Michigan Avenue and North Hamilton Street, thence northerly along the westerly right of way of North Hamilton Street to the northwest corner of North Hamilton Street and Pearl Street, thence east along the northerly right of way of Pearl Street to the northeast corner of Pearl Street and Washington Avenue, thence south along the easterly right of way of Washington Avenue to the southeast corner of Washington Avenue and West Michigan Avenue, thence west along the southerly right of way of West Michigan Avenue to the point of beginning.~~

2. Bell Kramer Neighborhood Restricted Zone. Legally described on the attached Schedule 1 and depicted in the map attached as Schedule 2.

3. Former City Landfill Restricted Zone. Legally described on the attached Schedule 1 and described in the map attached as Schedule 2.

Sec. 106-1243. - Wells affecting contaminated groundwater Prohibition.

Except as provided in Section 106-125, no person shall install or utilize, or allow, permit, or provide for the installation or utilization of a Well on any Affected Parcel. Any existing Well at the time of the enactment of a Restricted Zone on any Affected Parcel within that Restricted Zone shall be plugged/abandoned by a well driller licensed in the State of Michigan at the expense of the Applicant within 30-days passage of the ordinance or ordinance amendment for that particular Restricted Zone and as provided for in Section 106-126 and in accordance with applicable laws, regulations and ordinances, unless such existing Well falls within one of the exceptions listed in 106-125. Except as provided in Section 106-125, no person shall use any groundwater from an Affected Parcel.

No well may be used or installed at any place in the city if the use of the well will have the effect of causing the migration of contaminated groundwater or a contaminated groundwater plume to previously un-impacted groundwater, or adversely impacting any groundwater treatment system, unless the well is part of an MDEQ or United States Environmental Protection Agency approved groundwater monitoring or remediation system.

Sec. 106-1254. - Nonconforming wells Exceptions.

A person may install or utilize, or allow, permit, or provide for the installation or utilization of a Well in any Restricted Zone if any of the following exceptions applies and the requirements of the exception are complied with. The party proposing an exception to the Well prohibition shall conduct all appropriate inquiry and prepare a due care analysis pursuant to Part 201 of NREPA.

- (a) *Proof of No Influence.* If the MDEQ makes a recommendation based on information provided to it by the person seeking this exception that the use of a Well in a Restricted Zone will not exacerbate any existing groundwater contamination related to the former landfill adjacent to the affected area, facilitate the migration of groundwater into uncontaminated areas, and that water from the proposed Well will not be affected by Contaminated Groundwater, and proof of the recommendation is delivered to the City, the Well may be so used.
- (b) *Groundwater Monitoring/Remediation.* A Well may be used for groundwater monitoring and/or remediation as part of a response activity approved by the MDEQ or the United States Environmental Protection Agency.

- (c) Construction Dewatering. A Well may be used for construction dewatering if the following conditions are satisfied: (i) the use of the dewatering Well will not result in unacceptable exposure to Contaminated Groundwater, possible cross-contamination between saturated zones, or exacerbation of Contaminated Groundwater, as defined in Part 201 of NREPA; and (ii) the water generated by that activity is properly handled and disposed of in compliance with all applicable laws, rules, regulations, permit and license requirements, orders and directives of any governmental entity or agency of competent jurisdiction. Any exacerbation caused by the use of the Well under this exception shall be the responsibility of the person operating the de-watering Well, as provided in Part 201 or Part 213 of NREPA.
- (d) Processing Activities. If the MDEQ recommends that the use of a Well for non-contact heating, cooling, production, or processing involved in industrial or commercial activities will not cause migration or exacerbation of Contaminated Groundwater, and proof of that recommendation is delivered to the City, such use of the Well under terms and conditions specified by the MDEQ will be allowed. All information necessary for the MDEQ recommendation described in this subsection shall be provided by the person seeking this exception.
- (e) Public Emergencies. A Well may be used in the event of a public emergency. Notice of such use shall be provided to the MDEQ within a reasonable time thereafter.

~~Any existing well, the use of which is prohibited by this division shall be plugged or abandoned in conformance with all applicable laws, rules, regulations, permit and license requirements, orders and directives of any governmental entity or agency of competent jurisdiction, or, in the absence of an applicable law, rule, regulation, requirement, order, directive, in conformance with the protocol developed consistent with the American Standards for Testing and Materials Standard #D5299-92.~~

Sec. 106-1265. – Exceptions Sources of water supplied for Domestic Use and Irrigation Use.

- (a) For Affected Parcels that are not already connected to the City water system on the day of enactment of a Restricted Zone, the Applicant of the Restricted Zone shall be responsible for the costs to connect those Affected Parcels within that Restricted Zone to the City water system. Furthermore, for Affected Parcels that have a Well on the day of enactment of a Restricted Zone which is used primarily for Irrigation Uses, the Applicant of the Restricted Zone shall be responsible for the costs to connect the irrigation system on the Affected Parcel within that Restricted Zone to the City water system.

- (b) This Section shall not be deemed as affecting the rights and remedies of an Owner, or any other person or entity and/or of any federal, state or local government that may exist under any law, regulation, rule, ordinance, order, agreement and/or remedial action plan addressing groundwater within the City.
- (c) In no event shall the City be required to incur any expense or cost under this division, except as may otherwise be approved by the City Council for a public works project or by a separate agreement with the Applicant, Owner, other person or entity, or a governmental body or agency.
- ~~(a) Water service unavailable. If city water service is unavailable to a premises in the restricted zone, any well on that premises shall annually be tested by the city by a laboratory that is acceptable to and for chemical parameters specified by the Michigan Department of Environmental Quality Water Division (MDEQ). The results of that test shall be submitted to the MDEQ, or the Washtenaw County Health Department for review. If the MDEQ or the county health department determines that the well is safe and suitable for use, and proof of that determination is delivered annually to the city, that well may be used. No split or conveyance of property shall be effective to render city water services unavailable.~~
- ~~(b) Construction of de-watering wells. Wells in the restricted zone used for construction de-watering are not prohibited by this division, provided that the water generated by that activity is properly handled and disposed in compliance with all applicable laws and regulations. Any exacerbation caused by the use of wells under this exception shall be the responsibility of the person operating the de-watering well, as provided in Part 201 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.~~
- ~~(c) Groundwater monitoring and remediation wells. Wells used for groundwater monitoring and/or remediation as part of a response activity approved by the Michigan Department of Environmental Quality are not prohibited by this division.~~

Sec. 106-127. - Enforcement.

The City Manager, or his or her designee, shall be the official having the authority to enforce this division. After the enactment of a Restricted Zone, the enforcement official shall contact all Owners of Affected Parcels, which from the information available to the City, appear to have Wells prohibited under this division, giving written notice of the need to cease using such Wells and of the need for establishment of a Domestic Use water source as prescribed under Section 106-126, or to obtain approval or acknowledgment of an exception under 106-125. The Owner shall immediately take steps so as to comply with the provisions of this division with regard to provision of Domestic Use water within sixty (60) days from the date of such notice. Any existing Well in violation of this division shall then be plugged or abandoned in conformance with applicable legal requirements. Where, upon information available to the

enforcement official, it is suspected that a Well is being used on an Affected Parcel in violation of this division, the enforcement official may inspect such Affected Parcel and serve an appropriate notice and order of such violation requiring that action be taken promptly by the Owner to bring the Affected Parcel into compliance. If the Owner fails to act in accordance with such order, the enforcement official may seek remedies and penalties as provided in Section 106-128.

Sec. 106-128~~6~~. - Penalty.

Any person or legal entity who shall violate any provision of this division shall be deemed guilty of a misdemeanor offense punishable by imprisonment for not more than 90 days or by fine of not more than \$500.00 or both such fine and imprisonment in the discretion of the court.

In addition, the city may seek an order from a court of appropriate jurisdiction to restrain any person from violating this division, including the collection of costs and attorney fees associated with such enforcement action. Any well in violation of this division shall also be declared and deemed a nuisance, subject to abatement, and shall be immediately taken out of service and lawfully abandoned consistent with all applicable state and local regulations. Any person found to be in violation is subject to being ordered by a court of appropriate jurisdiction to properly and lawfully remove or abandon the well.

Sec. 106-129. - Building and zoning permits.

No permit for the construction or alteration of a building or structure nor any permit for any zoning approval shall be issued by the City Building and Zoning Administrator for any improvement on an Affected Parcel which has, or proposes, a water supply from a Well in violation of this division.

Sec. 106-130 - Administrative liability.

No officer, agent or employee of the City or member of the City Council shall render himself or herself personally liable for any damage which may occur to any person or entity as the result of any act or decision performed in the discharge of his or her duties and responsibilities pursuant to the division.

Sec. 106-131~~27~~. - Notification of intent to aAmendment or repeal.

The MDEQ, an Applicant, an Owner, an entity involved in performing remedial actions in order to seek approval of a Response Activity Plan or No Further Action Report under Part 201 or in performing corrective actions in order to seek approval of a Financial Assessment Report or Closure Report under Part 213, or other interested party may request of the City in writing to add parcels to or delete parcels from a Restricted Zone or to establish an additional Restricted Zone or to otherwise amend or repeal this division.

The City on its own motion may also take action to amend or repeal this division as it deems appropriate. The amendment or repeal of this division shall be by ordinance and any such action shall be in the sole legislative discretion of the City Council.

At least 30 days advance notice to prior to any amendment or repeal in whole or in part of this division, the City of Ypsilanti shall notify the MDEQichigan Department of Environmental Quality, or its successor agency, of its intent to so act is required before City Council consideration of an amendment or repeal of this division. In addition, the local health department which has jurisdiction over the installation of wells in the area of the Restricted Zone shall be notified in writing not less than five days in advance of the meeting of City Council for the consideration of the proposed Restricted Zone. The local health department must also be notified in writing of the passage of any amendment or repeal not less than five days before the effective date of the subject ordinance. The party requesting such a repeal or amendment under this section, or the City if on its own motion, must provide such advance notice and provide the reasons supporting such a request.

Sec. 106-132. - Reimbursement of additional City construction costs.

The Applicant of a Restricted Zone shall reimburse the City for the reasonable additional costs the City incurs for dewatering Contaminated Groundwater or disposing of soils impacted by Contaminated Groundwater in connection with construction activity undertaken by the City on City property in that Restricted Zone, provided that the City supplies the Applicant with documentation confirming the amount and necessity of such additional costs, including the extent to which they exceeded the cost of dewatering or disposing of materials not impacted by Contaminated Groundwater.

Sec. 106-133. Influential wells.

No Influential Well nor a well within the restricted zone may be used or installed if it will have the effect of exacerbating a contaminated groundwater plume, unless it is part of monitoring and/or remediation in conjunction with a response activity or corrective action approved by the MDEQ or the United States Environmental Protection Agency.

Sec. 106-134. Prohibition on using existing Restricted Zones for future closures.

Once a Restricted Zone has been established by this Division, future Applicants may not utilize existing Restricted Zones to achieve closure under Part 201 or Part 213 of NREPA. An Applicant must petition the City to add an additional Restricted Zone by amending the Ordinance as outlined in Section 106-131 in order to assure that the closures and their associated institutional controls remain separate and distinct in the event of the repeal of a portion of this Division.

Secs. 106-135~~28~~—106-139. - Reserved.

2. Severability. If any clause, sentence, section, paragraph, or part of this

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

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 _____, 2018.

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 _____, 2018.

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 _____, 2018.

Frances McMullan, City Clerk

Notice Published: _____

First Reading: _____

Second Reading: _____

Published: _____

Effective Date: _____



RESOLUTION NO. 2018-084
April 17, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "An ordinance to amend Chapter 106, Article III, Division 3 "Groundwater Wells" of the Ypsilanti City Code to regulate the use of groundwater in certain areas of the City." be approved on first reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



RESOLUTION NO. 2018-085
April 17, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing for "An ordinance to amend Chapter 106, Article III, Division 3
"Groundwater Wells" be officially closed.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

RESOLUTION NO. 2018-086
April 17, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing for "An ordinance to amend Chapter 106, Article III, Division 3
"Groundwater Wells" be officially closed.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

7. The dispensing of medical marijuana growing/manufacturing facility shall be prohibited.
8. There shall be no other accessory uses permitted within the same building.
9. Applicant to address all engineering conditions per the engineering review.
10. Applicant to submit photometric for administrative review and approval.

The motion was supported by Commissioner Bedogne. A roll call vote was taken and carried unanimously 6:0.

2. Bell-Kramer Neighborhood: Well Restriction Ordinance

City Planner Bonnie Wessler stated that this was discussed at the last meeting. At that time we did not fully comprehend all of the State Acts steps to approval. One of the steps for approval was that notice must be given in the same manner as zoning amendments. In an excess of caution, staff has also chosen to interpret this as requiring the same process of review. Therefore, staff is requesting that the Planning Commission review the ordinance that was included in the packet, which would restrict the drilling and use of wells in the Bell-Kramer neighborhood. The format has changed; rather than an addition whole into Chapter 106, it serves to modify an existing well restriction ordinance and add the bell-Kramer and landfill areas. This reduces redundancy and potential conflict. It is not substantially different than the ordinance which was presented to Planning Commission in February.

Commissioner Zuellig moved to open the public portion of the hearing (Support: P. Hollifield) and the motion carried unanimously. Since there was no input, Commissioner Hollifield moved to close the public portion of the hearing (Support: c. Madigan) and the motion carried unanimously.

Commissioner Hollifield moved that the Planning Commission recommend approval to City Council (Support: c. Zuellig) and the motion carried unanimously.

3. Medical Marijuana Provisioning Centers

City Planner Wessler stated that this is a request for the Planning Commission to recommend to City Council to approve a Text Amendment to Medical Marijuana dispensaries (recommended to become "Medical Marijuana provisioning Centers"), Sec 122-532(b)(3).

She stated that the Zoning Ordinance currently requires a 500' buffer between provisioning centers and growing facilities and 1000' around schools. One of the things that City Council has made very clear in their discussions about marijuana is that they are comfortable with the status quo and they don't see any reason for change. One of the items that we are seeing as far as patterns in development in the status quo is that there is approximately one provisioning center per business district. Downtown is a little bit of an outlier in that. We looked at ways to maintain that. One way is to increase the buffer between provisioning centers only from 500' to 1000'. This would have the effect of making two provisioning centers non-conforming, Third Coast and Herbal Solutions – they are approximately 996' between each other. However, it is the understanding of Planner Wessler that Herbal Solutions is planning to move two doors to the east which would resolve that situation quite nicely. Staff is recommending that Planning Commission recommend to City Council that they approve the increase in the buffer distance.

City of Ypsilanti Code of Ordinances
Chapter 106, Article III, Division 3 - Schedule 1

BELL KRAMER NEIGHBORHOOD RESTRICTED ZONE

11 Kramer Street

Real Estate situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, described as:

Lot 9, Plat of Clarksville, according to the Plat thereof, as recorded in Liber M, Page 1, Washtenaw County Records, except the East 82.5 thereof.

Commonly known as: 11 Kramer Street
Tax Identification No.: 11-11-37-105-002

15 Kramer Street

Real Estate situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, described as:

The West 89 feet of Lot 10, Plat of Clarksville, according to the Plat thereof, as recorded in Liber M, Page 1, Washtenaw County Records.

Commonly known as: 15 Kramer Street
Tax Identification No.: 11-11-37-105-003

30 Kramer Street

Real Estate situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, described as:

Lots 6 and 7, Plat of Clarksville, according to the Plat thereof, as recorded in Liber M, Page 1, Washtenaw County Records, and unplatted land commencing at the Northwest Corner of Lot 6, thence Westerly on the North Line of Lot 6 ext. 138.74 feet; thence Southeasterly to a point on the South line of Lot 7, ext. that is 41.38 feet Westerly of the Southwest corner of Lot 7, thence Northeasterly to the Southwest Corner of Lot 7, thence Northerly 132 feet to the point of beginning.

Commonly known as: 30 Kramer Street
Tax Identification No.: 11-11-37-101-003

50 Kramer Street

Real Estate situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, described as:

Lot 8, Plat of Clarksville, according to the Plat thereof, as recorded in Liber M, Page 1, Washtenaw County Records.

Commonly known as: 50 Kramer Street

Tax Identification No.: 11-11-37-101-004

45 Kramer Street & 128 Bell Street

Real Estate situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, described as:

Parcel II

The West 66 feet of Lot 13, Plat of Clarksville, according to the plat thereof, as recorded in Liber M, Page 1, Washtenaw County Records.

Commonly known as: 45 Kramer Street

Tax Identification No.: 11-11-37-101-010

Parcel I

The East 82-1/2 feet of Lot 13, Plat of Clarksville, according to the Plat thereof, as recorded in Liber M, Page 1, Washtenaw County Records.

Commonly known as: 128 Bell Street

Tax Identification No.: 11-11-37-101-011

21 Briggs Street

Real Estate situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, described as:

Lot 11, Plat of Clarksville, according to the Plat thereof, as recorded in Liber M, Page 1, Washtenaw County Records.

Commonly known as: 21 Briggs Street

Tax Identification No.: 11-11-37-105-004

110 Bell Road

Real Estate situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, described as:

The East 82.5 feet of Lot 9, Plat of Clarksville, according to the Plat thereof, as recorded in Liber M, Page 1, Washtenaw County Records.

Commonly known as: 110 Bell Road

Tax Identification No.: 11-11-37-105-001

111 Bell Road

Real Estate situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, described as:

Lot 16, Plat of Clarksville, according to the Plat thereof, as recorded in Liber M, Page 1, Washtenaw County Records.

Together with all right, title and interest in and to any streets or alleys adjoining or abutting the above described premises.

Commonly known as: 111 Bell Road
Tax Identification No.: 11-11-37-100-001

115 Bell Road

Real Estate situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, described as:

Lot 17, Plat of Clarksville, according to the Plat thereof, as recorded in Liber M, Page 1, Washtenaw County Records.

Commonly known as: 115 Bell Road
Tax Identification No.: 11-11-37-100-002

118 Bell Road

Real Estate situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, described as:

Lot 10, excepting the West 89 feet thereof, according to the Plat of Clarksville, as recorded in Liber M, Page 1 of Plats, Washtenaw County Records.

Also described as the East 76 feet of Lot 10, according to the Plat of Clarksville, as recorded in Liber M, Page 1 of Plats, Washtenaw County Records.

Commonly known as: 118 Bell Road
Tax Identification No.: 11-11-37-105-005

119 Bell Road

Real Estate situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, described as:

Lot 18, Plat of Clarksville, according to the Plat thereof, as recorded in Liber M, Page 1, Washtenaw County Records.

Commonly known as: 119 Bell Road
Tax Identification No.: 11-11-37-100-003

123 Bell Road

Real Estate situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, described as:

Lot 19, Plat of Clarksville, according to the Plat thereof, as recorded in Liber M, Page 1, Washtenaw County Records.

Commonly known as: 123 Bell Road

Tax Identification No.: 11-11-37-100-004

124 Bell Road

Real Estate situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, described as:

Lot 12, Plat of Clarksville, according to the Plat thereof, as recorded in Liber M, Page 1, Washtenaw County Records.

Commonly known as: 124 Bell Road
Tax Identification No.: 11-11-37-101-012

125 Bell Road

Real Estate situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, described as:

Lot 20, Plat of Clarksville, according to the Plat thereof, as recorded in Liber M, Page 1, Washtenaw County Records.

Commonly known as: 125 Bell Road
Tax Identification No.: 11-11-37-100-005

128 Bell Road

Real Estate situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, described as:

The East 82-1/2 feet of Lot 13, Plat of Clarksville, according to the Plat thereof, as recorded in Liber M, Page 1, Washtenaw County Records.

Commonly known as: 128 Bell Road
Tax Identification No.: 11-11-37-101-011

129 Bell Road

Real Estate situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, described as:

Lots 21 and 22, Plat of Clarksville, according to the Plat thereof, as recorded in Liber M, Page 1, Washtenaw County Records.

Commonly known as: 129 Bell Road
Tax Identification No.: 11-11-37-100-006

132 Bell Road

Real Estate situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, described as:

Lot 14, Plat of Clarksville, according to the Plat thereof, as recorded in Liber M, Page 1, Washtenaw County Records.

Commonly known as: 132 Bell Road
Tax Identification No.: 11-11-37-101-009

134 Bell Road

Real Estate situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, described as:

Lot 15, Plat of Clarksville, according to the Plat thereof, as recorded in Liber M, Page 1, Washtenaw County Records.

Commonly known as: 134 Bell Road
Tax Identification No.: 11-11-37-101-008

Bell Road

Real Estate situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, described as:

Beginning at the Southeast corner of Lot 8, Plat of Clarksville, according to the Plat thereof, as recorded in Liber M, Page 1, Washtenaw County Records; thence westerly along the Southerly line of Lot 8, 132.00 feet to the Southwest corner of Lot 8; thence Southerly deflecting 125 degrees 10 minutes to the left, 114.88 feet; thence Easterly deflecting 53 degrees 26 minutes to the left, 65.74 feet; thence northerly deflecting 91 degrees 20 minutes 30 seconds to the left, 95.50 feet to the point of beginning.

Commonly known as: Bell Road
Tax Identification No.: 11-11-37-101-013

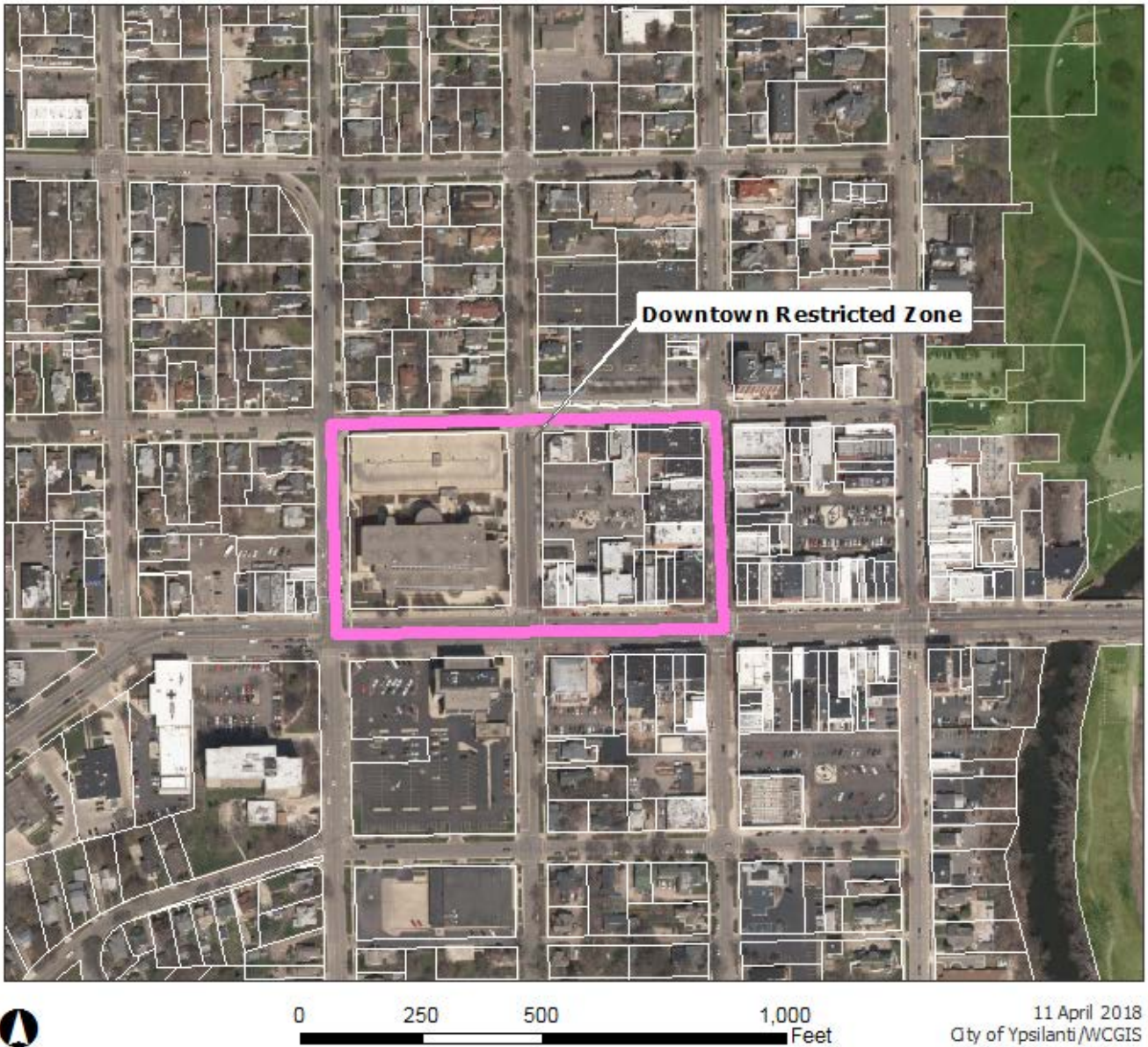
FORMER CITY LANDFILL RESTRICTED ZONE

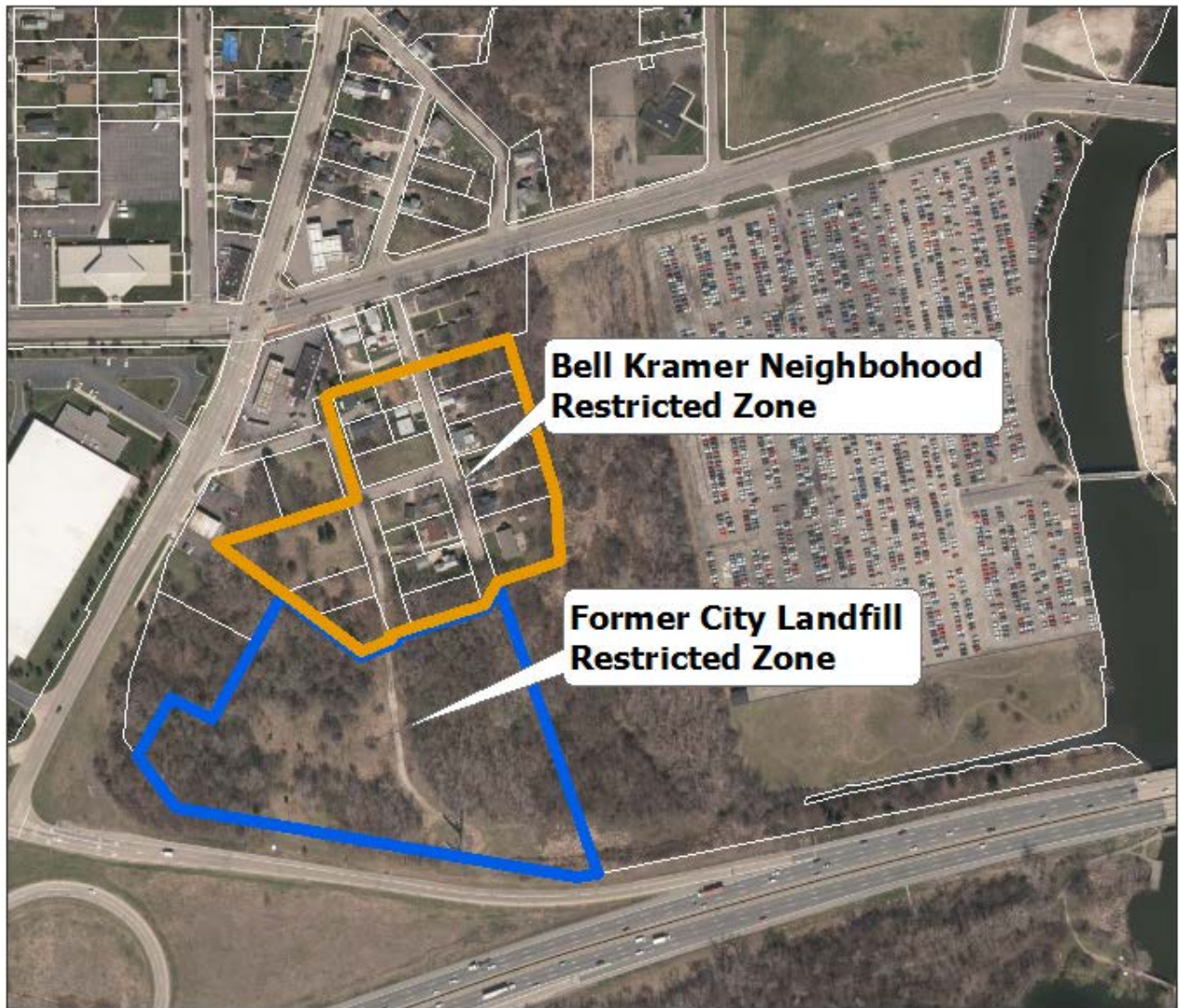
Real Estate situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, described as:

Commencing at a point on the city limits line 272.27 feet East of centerline of S. Huron Street; thence N 72°00'00" E 1,193 feet; thence NW'ly at right angle 56 feet to the Point of Beginning; thence N 12°51 '15" W (recorded as N 18°00'00" W) 530.80 feet; thence S 57°00'00" W 43.37 feet; thence S 72°00'00" W 175.24 feet; thence S 30°00'00" W 15.22 feet; thence S 74°00'00" W 67.50 feet; thence N 54°00'00" W 50.20 feet; thence N 38°00'00" W 126.90 feet; thence S 76°00'00" W 41.40 feet; thence N 50°00'00" W 4.50 feet; thence S 31°00'00" W 301.40 feet; thence N 59°00'00" W 86.0 feet; thence S 31°00'00" W 137.0 feet; thence S 27°38'50" E 63.0 feet; thence S 62°49'32" E 111.81 feet; thence S 80°14'53" E 510.46 feet; thence S 85°29'53" E 195.98 feet; thence N 70°45'41" E (recorded as N 84°00'00" E) 30.0 feet to the Point of Beginning.

Commonly known as: Former City Landfill
Tax Identification No.: 11-11-37-101-007

City of Ypsilanti Code of Ordinances
Chapter 106, Article III, Division 3 - Schedule 2





**Bell Kramer Neighborhood
Restricted Zone**

**Former City Landfill
Restricted Zone**



0 250 500 1,000
Feet

11 April 2018
City of Ypsilanti/WCGIS



Resolution No. 2018-088
April 17, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2018-089, approving minutes of April 3, 2018
2. Resolution No. 2018-090, approving contract with Carr's Outdoor Services, Inc. for the 2018 City of Ypsilanti Pavement Maintenance Program

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



Resolution No. 2018 - 089
April 17, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of April 3, 2018 be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, APRIL 3, 2018
7:00 p.m.**

I. CALL TO ORDER –

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

II. ROLL CALL –

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

Council Member Murdock moved, seconded by Council Member Vogt to excuse the absences of Mayor Pro-Tem Brown and Council Member Bashert.

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

III. INVOCATION –

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

IV. PLEDGE OF ALLEGIANCE –

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

V. AGENDA APPROVAL –

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

Council Member Murdock moved to remove Resolution No. 2018-079, SAFER Grant application from the Consent Agenda.

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

VI. INTRODUCTIONS

Mayor Edmonds introduced the following individuals; City Manager Darwin McClary, City Clerk Frances McMullan, City Attorney John Barr, Economic Development Director Beth Ernat, and Fire Chief Max Anthouard.

VII. PRESENTATIONS –

VIII. AUDIENCE PARTICIPATION –

1. Tom Bourque, 3769 Santa Fe Trail, Pittsfield, introduced himself as a candidate for a judgeship at 14-A district court. He will be on the ballot for 2018 for the position currently held by Judge Simpson. He has been practicing law for thirty-six years and practicing in Washtenaw County for twenty-five years. He specializes in civil law in a firm in Ann Arbor.
2. Sam Jones-Darling, 122 Phelps Hall, stated he is the Human Relations Commission Chair, and on behalf of that commission asked Council to approve Resolution No. 2018-080. The purpose of the resolution is to make sure the citizens of this city are engaged in budget preparation. Providing that opportunity would go a long way in reducing the tension in the community, and a chance to learn more about the process.
3. Gary Simmons, 416 Perrin St., stated he is a Journalism student at Eastern Michigan University and is interested in Water Street. He first heard of Water Street during the International Village discussions of last year. He understands many proposals fallen through over the past decade, and he hopes to have a greater understanding about this potential development. The development of this property could do a lot to revitalize the city and the greater region.
4. Wade DePaw, 263 Valley Drive, stated he is a member of the Little League Board in the city. The board is currently having the electrical restored to a project for one of the little league's facilities, and is having difficulty doing so.
5. Reza Rajabi, 110 N. Summit, stated he received a citation in 2017 for not removing snow from a city sidewalk. He paid the citation and he thought the matter was closed, however when doing his taxes \$200 had been assessed to his property. When he contacted the city he was informed the charges were for snow removal and administration fees. He feels the fees are not fair.

IX. REMARKS BY THE MAYOR –

— Asked City Manager McClary to follow up on the electrical issue of the little league facility.

X. PUBLIC HEARINGS -

None

XI. ORDINANCES – FIRST READING -

None

XII. ORDINANCES – SECOND READING –

1. Resolution No. 2018-071, approving Ordinance No. 1303: Bell-Kramer Rezoning of Residential parcels currently zoned PMD to CN-Mid

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City has an interest in protecting the health, safety, and welfare of its citizens; and

Whereas, the City has performed environmental testing in the Bell-Kramer neighborhood to address concerns regarding the former City Landfill site; and

Whereas, the test results indicate that the area can be returned to residential zoning; and

Whereas, the Planning Commission has affirmed that the rezoning is not consistent with the City Framework (Future Land Use Map) of the Master Plan, but new information regarding the area has been developed, thus changing the conditions since Master Plan adoption; and

Whereas, the Planning Commission has found that the residential zoning classification of CN-Mid most appropriately matches the pattern of existing development.

Now therefore be it resolved that the Ypsilanti City Council approves the ordinance entitled Rezoning of Bell Kramer Residential Parcels at Second and Final Reading.

OFFERED BY: Council Member Richardson

SECONDED BY: Council Member Vogt

Mayor Edmonds stated she is excited this is being brought to a close. She appreciates the neighborhood engagement during this process, and is happy it has been resolved for the residents.

Council Member Richardson stated she is happy the residents are satisfied with the outcome.

On a roll call, the vote to approve Resolution No. 2018-071 was as follows:

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

VOTE:

YES: 4 NO: 1 (Robb) ABSENT: 2 (Brown, Bashert) VOTE: Carried

Mayor Edmonds asked when the next rounds of seasonal testing will begin for contamination. Ms. Ernat responded end of May to early June, and will be the last test. Ms. Edmonds asked if the tests have been satisfactory. Ms. Ernat responded in the affirmative, there has been no changes in contamination.

XIII. CONSENT AGENDA –

Resolution No. 2018-072

1. Resolution No. 2018-073, approving minutes of March 20, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of March 20, 2018 be approved.

2. Resolution No. 2018-074, approving Ordinance No. 1304: Bell-Kramer Rezoning of city-owned vacant parcels currently zoned GC and PMD to P (Park)

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City has an interest in protecting the health, safety, and welfare of its citizens; and

Whereas, the City desires these parcels to remain low-intensity due to their environmental history and access-challenged location; and

Whereas, the Parks zoning district precludes many high-intensity uses; and

Whereas, the Planning Commission has affirmed that the rezoning is not consistent with the City Framework (Future Land Use Map) of the Master Plan, but new information regarding the area has been developed, thus changing the conditions since Master Plan adoption; and

Whereas, the zoning classification of Parks most appropriately matches the desired intensity.

Now therefore be it resolved that the Ypsilanti City Council approve the ordinance entitled Rezoning of Bell Kramer Vacant Parcels on Second and Final Reading.

3. Resolution No. 2018-075, approving Ordinance No. 1305: Medical Marijuana Text Amendments in response to MMFLA

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City has opted-in to the Medical Marijuana Facilities Licensing Act (MMFLA); and

Whereas, the City has existing zoning ordinances developed under the Michigan Medical Marihuana Act (MMA); and

Whereas, the existing zoning regulations must be updated to align with the MMFLA.

Now therefore be it resolved that the Ypsilanti City Council approve the amendment to Chapter 122, Sections 122-203, 122-446, 122-532, and 122-533 to better align the text of the Zoning Ordinance with the MMFLA be approved on Second and Final Reading.

4. Resolution No. 2018-076, approving Ordinance No. 1306: Medical Marijuana Text Amendment to permit Provisioning Centers in the General Corridor

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, there are several Provisioning Centers in the City; and

Whereas, the City wishes success for existing businesses in the recently changed market; and

Whereas, Provisioning Centers are considered nonconforming uses in the General Corridor zoning district.

Now therefore be it resolved that the Ypsilanti City Council approve the amendment to Chapter 122, Article IV, Section 451, to permit Provisioning Centers as a Special Use in the General Corridor zoning district be approved on Second and Final Reading.

5. Resolution No. 2018-077, approving appointments to Boards and Commissions

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>NAME</u>	<u>BOARD</u>	<u>EXPIRATION</u>
Jon Ichesco (Reappointment) 1218 Pearl Ypsilanti, MI 48197	YCUA	2/1/2022
Michael Stone-Richard (Ward 3) 844 Railroad Ypsilanti, MI 48197	Police Advisory Commission	2/1/2021
Andy Fanta (Ward 2) 1221 Westmoorland Ypsilanti, MI 48197	Police Advisory Commission	2/1/2019

6. Resolution No. 2018-078, authorizing the Fire Department to donate the 1996 KME fire truck to the Michigan Fire Museum for exhibition.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The Michigan Fire Museum wishes to restore part of the Ypsilanti Fire Department's nonoperational 1996 KME fire truck for exhibition.; and

WHEREAS, The Michigan Fire Museum would like to refurbish the cab area of the 1996 KME fire truck for children and adults to play; and

WHEREAS, The Ypsilanti Fire Department would like to donate the YFD's 1996 KME fire truck to enhance the museum's ability to promote fire safety education in our community.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council authorizes the fire department to donate the 1996 KME fire truck to the Michigan Fire Museum for exhibition.

OFFERED BY: Council Member Murdock

SECONDED BY: Council Member Vogt

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

~~7. Resolution No. 2018-079, authorizing the Fire Department to apply for the SAFER grant~~ **(Moved and heard during Section XIV)**

XIV. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2018-079, authorizing the Fire Department to apply for the SAFER grant

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The Fire Department qualifies to apply for a FEMA grant under the 2017 Staffing for Adequate Fire & Emergency Response (SAFER) Grants. The goal of SAFER is to enhance the local fire departments' ability to comply with the staffing, response, and operational standards established by the NFPA 1710; and

WHEREAS, this grant will replace positions lost by attrition in 2017 and increase suppression to desirable staffing; and

WHEREAS, total amount for the three year period is \$1,623,474. This amount is based on a firefighter first year salary and benefits which equates to \$90,193. There is a 25% match for the first and second years and a 65% match for the third year. The City participation for the 6 positions will be \$135,289 for the first and second years and \$351,752 for the third year; and

WHEREAS, with this grant we can expect a tremendous reduction of overtime.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council authorizes the Fire Department to apply for the grant.

OFFERED BY: Council Member Murdock

SECONDED BY: Council Member Richardson

Fire Chief Max Anthouard provided an explanation to why this resolution was submitted for approval.

Mayor Edmonds asked if the last application was docked points and denied because the city did not meet the minimum number of staffing. Chief Anthouard responded in the affirmative.

City Council Meeting Minutes

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Council Member Murdock asked how many positions are authorized by the budget. Council Member Robb responded sixteen. Chief Anthouard clarified fifteen fire suppression and one Chief. Mr. Murdock stated assuming the city is awarded the grant it would assist to finance six additional staff. He asked if the positions would be in addition to the staff level authorized, or replacing positions due to retirement. Chief Anthouard responded if the city is awarded the grant the department will need to hire an additional six fire suppression. Mr. Murdock stated the Fire Department will have staff that is retiring. Chief Anthouard responded those positions will need to be filled through the duration of the grant. Mr. Murdock stated when the grant expires the city will be responsible for the cost of staff, but will not need to maintain that level.

Mayor Edmonds asked if a Mutual Aid calls have been analyzed. Chief Anthouard responded in the affirmative, and explained Ypsilanti Township has greater staff levels, but also have more fires. Superior Township provides services at nine to one to the city. Ms. Edmonds asked if it balances out roughly. Chief Anthouard responded in the affirmative. Ms. Edmonds asked how many calls for services the city receives from Eastern Michigan University. Chief Anthouard responded roughly 20% of all calls, possible slightly less.

Council Member Robb stated if the City receives this grant it will need to match \$112,000. That amount, much like the pool, is being removed from the budget prior to the beginning of the budget process. Mayor Edmonds stated the amount would be \$135,289 for the first and second year. Ms. Edmonds asked if the amount will balance since the need for overtime will decrease. Chief Anthouard responded without overtime, the first year will cost \$14,000 for the six positions.

Council Member Robb stated the budget adopted by Council lists sixteen officers plus the Chief. Chief Anthouard replied a new hire will begin April 9th bringing staff levels to fifteen. Mr. Murdock replied that would leave an additional position to be hired. Mayor Edmonds asked if one of the firefighters is on long term injury. Chief Anthouard responded in the affirmative.

Council Member Murdock stated if the city is not awarded the grant, and still expand staff levels by six it will greatly increase the cost to the city. Chief Anthouard responded in the affirmative. Mr. Murdock stated the city will not know the outcome of the grant for six months. Chief Anthouard replied it should be quicker than six months. Mr. Murdock asked if during the budget process Council will be given two budgets; one with the grant awarded and one with the grant denied. City Manager McClary responded in the affirmative.

On a roll call, the vote to approve Resolution No. 2018-079 was as follows:

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

VOTE:

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

2. Resolution No. 2018-080, requesting City Council conduct a town hall style meeting on the budget and solicit feedback regarding FY 18-19 budget priorities

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, on March 26, 2018 the Human Relations Commission determined that the amount of public input and understanding of the city budget was unacceptably low; and

Whereas, the Human Relations Commission has expressed the need for the city to act more transparently regarding matters of public importance; and

Whereas, the city budget is a matter of extreme public importance and a profound reflection of what the city is now and will be into the future; and

Whereas, citizens have voiced concern over the budget process and city budget priorities in past years.

Be It Resolved that the Ypsilanti City Council will conduct a town hall style meeting to provide the community with knowledge on the budget and solicit feedback regarding FY 18-19 budget priorities before the city council budget work sessions conclude.

OFFERED BY: Council Member Vogt

SECONDED BY: Council Member Robb

Mayor Edmonds asked for a motion to remove "April" from the resolution, and replace "take place" with "conclude".

Council Member Vogt offered a friendly amendment to remove the word "April" from the last paragraph of the resolution, and replace "take place" with "conclude".

Council Member Robb agreed to the friendly amendment.

Mayor Edmonds stated she spoke with the Chair of the HRC, and will forward this to all board and commission chairs, that in the future Council must first review the minutes prior to an item being placed on an agenda.

Council Member Murdock stated he always view the budget is a constant process. Council will conduct three formal work sessions for the budget, following that there will be at least two more presentations of the budget, one including a public hearing. He is not certain what an additional meeting is going to accomplish. Mayor Edmonds responded there is so much information to absorb, and it would be helpful to distill the information down could be a great use to the public. Mr. Murdock stated Council will hold five meetings for the budget with the possibility of an additional meeting. That is a lot of opportunity for the public to learn the process, and he is not certain what adding another meeting will accomplish.

Council Member Richardson stated the budget sessions occur in open meetings, and often only attended by two to three people. As she was reading the resolution she can understand the need for a town hall meeting to discuss the budget. She said she will vote yes on this resolution.

Council Member Vogt stated during his tenure on Council he has never seen more than three people attend either goal setting, or budget sessions. He takes offense to the premises, that somehow Council is hiding something. However, he is not opposed to publicizing the budget sessions differently, possibly a public forum, but he is not in favor of additional sessions. Mayor Edmonds suggested possibly holding the town hall meeting at 6:00 p.m. prior to one of the budget sessions. Council Member Murdock agreed with Council Member Vogt that five meetings is ample time for the public to become acquainted with the budget.

Council Member Robb stated there need to be clear expectations of staff regarding this meeting. If every department head presents for ten minutes that would equal two hours. Added to an additional two hours of conversation following the presentations will equate to a four hour meeting. That would not allow much time for detail regarding departmental budgets. He doesn't know how this type of meeting can be completed in an hour. He does not want to set up a meeting that will be long and everyone leaves unhappy. Mayor Edmonds stated she is envisioning a meeting as an educational overview, and not a detailed departmental overview.

City Council Meeting Minutes

April 3, 2018

On a roll call, the vote to approve Resolution No. 2018-080 was as follows:

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

VOTE:

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

3. Water Street Marketing Plan Discussion

Ms. Ernat provided an update regarding the marketing of Water Street for development.

Ms. Ernat stated a marketing plan is premature until certain issues are resolved. She suggested having the property appraised and surveyed in order to market it properly.

Mayor Edmonds stated MSHDA is still not willing to fund affordable housing on Water Street. Ms. Ernat responded in the affirmative. Council Member Murdock interjected it is not that MSHDA will not fund a project on Water Street, it just won't fund small projects unless the entire site is cleaned. Ms. Ernat responded in the affirmative.

Council Member Murdock asked for clarification regarding student housing being permitted on Water Street, but not affordable housing. Ms. Ernat replied MSHDA would not approve an application for the site, which staff adamantly disagrees how the application was evaluated. Mayor Edmonds added Department of Environmental Quality also approved the development.

Mayor Edmonds stated she appreciated the memo provided to Council that an economically viable project needs to be identified in order for the property to be developed.

Council Member Vogt stated there is no middle ground between what is wanted and what works, there is only what works.

Council Member Murdock stated there is are still some things that are fairly constant; such as multi-use between residential and commercial. Once a community benefits ordinance is developed he would like the entire site to be marketed as a whole. He suggested releasing a request for qualifications for the development of the site. Ms. Ernat responded that is what staff is proposing. Mr. Murdock stated once the CBO and price valuation is complete when would a marketing strategy be developed. Ms. Ernat responded within the next six months staff will have recommendations, and a strategy should be developed three to four months after that.

Mayor Edmonds suggested future discussions of the community benefits ordinance should separate Water Street and other properties because of the project scale. If Water Street is developed by a master developer and not the entity that will own and operate what is developed, Council will need to consider how that will affect a community benefits agreement. Council Member Murdock interjected when Council considers the adoption of a community benefits ordinance Water Street should be distinguished between other city properties. Ms. Edmonds agreed.

Council Member Robb stated there are only two ways that Water Street is developed; by a corporate developer, with tremendous amount of funds, or a developer using external funding sources. He is nervous to create a marketing strategy for something that is unmarketable. His concerns are that the city should not give up on what type of development it wants, and the city should not allocate too many funds to market property. It is possible that could

change in the future, but based on the city's tax and water structure it makes a development unlikely. He added since the Water Street millage was approved and the debt is funded he is not in a rush to create a market strategy. Ms. Ernat replied she does not disagree, but does not know if she would recommend a single developer. There is a way to market things that would capture attention. Any development that is less than half the property would be extremely risky. Mayor Edmonds asked what size of development would propose. Ms. Ernat responded she would propose a development that uses half, or all of the site. However, she is not seeking to make that proposal, she is interested in knowing if there is a consensus of Council to seek an appraisal. Council Member Robb stated the site needs a gap analysis. Ms. Ernat agreed, and does not intend to seek out big box stores. Mr. Robb stated the city should not abandon the idea of a big box store.

4. Proposed Apartment Recycling Ordinance Discussion

Council Member Murdock stated he has been working with the City Attorney's Office to create a draft ordinance. The intent is to connect recycling services to the property maintenance code, which would apply to all rentals. It would require rentals provide recycling services to their tenants, and include a list of items that could be recycled. The ordinance would also require owners of rentals certify they provide that service.

Mayor Edmonds stated she agrees rentals should be providing recycling services, but believes this is pre-mature. Council Member Murdock stated this ordinance would not be tied to any information staff has been directed to provide Council. Ms. Edmonds stated there is a logistics issue with adding dumpsters to certain rental properties. Ms. Ernat stated the concern is community recycling containers are not allowed to be stored in rental buildings that would require an enclosure, for rentals over four units. Most four unit and over commercial rentals do not have room for a dumpster enclosure.

Council Member Murdock stated every waste hauler provides recycling services of some sort, the City of Ann Arbor provides recycling through Recycle Ann Arbor. Ms. Ernat responded yes, and single stream is picked up for commercial and residential. Mr. Murdock stated the ninety-six gallon cart should serve eight units. Ms. Ernat responded in the affirmative. Mr. Murdock stated most of the properties would have two ninety-six gallon bins, and the larger complexes would require an enclosure. Ms. Ernat responded in the affirmative, she added the larger complexes already provide the enclosures. Ms. Ernat stated her other immediate issue is regarding certification for compliance. Certification is done annually, and inspections bi-annually and the city does not have the staff to accomplish that certification. Mayor Edmonds stated it would make sense to determine if landlords are providing that service during inspections, unless a resident submits a complaint it. Ms. Ernat stated to accept a certification would be very labor intensive, and putting the entire certification process on the inspection department. Council Member Murdock stated this seems like a problem that could be fixed, and possible solutions need to be examined. Ms. Edmonds stated a solution should also make sense administratively. Mr. Murdock stated he is not opposed to what staff is suggesting, which is still tying a solution to the property maintenance code.

Mr. McClary stated staff is working on gathering information requested during the recycling work session. There are many pieces that need to be examined in terms of recycling equipment. Mr. Murdock responded if the City Manager is suggesting expanding the service he would not support it. The city can achieve its goal with the ordinance he is suggesting with some minor amendments. Mr. Murdock asked if any of Council would support the purchase of an additional truck other than the mayor. Mayor Edmonds responded she would support it because there are a number of streets that have a variety of single to multi-unit residential homes. The multi-family homes are already using the recycling service and it would make sense to expend services to those residents. Mr. McClary stated providing the service to residents on streets that are already serviced will not increase the cost too drastically. That is different than expanding service to larger commercial facilities, or simply requiring they provide recycling services. It is his understanding, from the directive given at the work session, staff is to examine both possibilities. Ms. Edmonds stated her questions are related to the scale of solutions for this issue.

Council Member Robb stated he would like to know how many addresses are serviced by the republic contract. The contract is for four units and below. Recently there was an issue with recycling not being picked up because residents

were using the wrong color bins, and now Council finds out recycling is being picked up at homes that are not supposed to be serviced. Council never created policy that the city would begin picking up recycling for commercial properties, and it is being made complicated because Council is getting into things it shouldn't. He agrees with Council Member Murdock this will give Council the opportunity to examine processes. In the early 2000s an ordinance was passed requiring dumpster enclosures in order to beautify the downtown. He said this might be an opportunity to amend the ordinance because it doesn't make sense to require a concrete structure for two ninety-six gallon recycling bins.

Mayor Edmonds asked when Council can expect to receive the information requested during the work session. Ms. McClary replied staff will have an initial report by the April 17th meeting.

Council Member Murdock stated the number of stops Republic makes will not make a difference for the lack of recycling service provided by the city.

Mayor Edmonds stated not every resident uses the recycling service, and asked how far below capacity the city is for pick-up. Council Member Murdock stated it is based on eligible households but he is not certain how exact it is. The Republic contract is based on number of stops a tipping fee is not included. Under the current contract increased recycling service would not decrease the cost of solid waste. Mr. McClary added the contract outlines how much waste each address is allowed. Ms. Edmonds asked if the city is aware of how many stops the recycling trucks are making. Council Member Robb replied that is difficult because there are a number of people that do not recycle. Mr. Murdock replied that data could be gathered. Ms. Edmonds stated she is curious if that data is being collected. Mr. Murdock stated if you were to drive around the neighborhoods early in the day you could get an idea of what neighborhoods are recycling.

Council Member Murdock asked where the drop-off station is going to be moved, and how it will function. Ms. Ernat responded initial drawings have been completed for a grant submitted in 2010 and during the train platform conversations. She added staff is currently engaged with some local partners on where it will be moved and what it will look like. Mr. McClary stated the people the city is engaged with need to get approval from their superiors prior to making it public. The direction staff needs is if another place cannot be located in the city what Council would want done with the recycling center. Mr. Murdock responded closing the center without expanded service is not something he would be willing to support. The problematic material the center collects, which is not collected anywhere else nearby, is Styrofoam. He is not certain how that would be resolved. Mayor Edmonds stated possibly once a month a truck could transport the Styrofoam to a center that would take it. Ms. Ernat replied the city would need a bailer. Mr. Murdock replied if there was a collection site it could be taken to Ann Arbor.

XV. LIAISON REPORTS –

- A. SEMCOG Update – Council Member Richardson stated SEMCOG recently celebrated their 50th anniversary. SEMCOG is also providing a water report and will provide that to Council.

Mayor Edmonds asked if Council Member Richardson had an update from the Michigan Municipal League (MML). Council Member Richardson responded it was a really interesting conference this year. The Michigan Black Caucus of Elected Officials introduced the "Raise the Age" program, which was a very moving workshop. One of the presentations discussed why the Regional Transportation Millage was not passed, and a reason that Amazon went to Cleveland rather than Detroit was because of its public transportation.

- B. Washtenaw Area Transportation Study - None
- C. Urban County - None
- D. Ypsilanti Downtown Development Authority – None
- E. Eastern Washtenaw Safety Alliance - None
- F. Friends of Rutherford Pool - None
- G. Housing Equity Leadership Team – Mayor Edmonds stated she has spoken with the County Office of Economic and Community Development regarding regional goals that would move toward greater

housing equity. She asked for a deeper examination of implementing a land bank in Washtenaw County. To date there has been political push back from the County.

XVI. COUNCIL PROPOSED BUSINESS –

Robb

- He asked if the city is not being cooperative concerning the little league facility electrical issue.

An audience member responded in the affirmative. Council Member Robb asked the City Manager to cooperate with the little league and get the issue resolved, and understand why the city is not cooperating. Prior to the old building being demolished the electricity was shut off and then the new building was constructed. Now they are waiting for the electric to be turned back on. They do not believe the delay is caused by DTE.

- He asked for an excel spreadsheet that includes the See.Click.Fix information.

Richardson

- She attended the National League of Congressional Cities Conference and it was a very positive experience. She met with both of Michigan Senators who are working to infrastructure and the protection of the Great Lakes.

- There was a house fire on South Grove and there is no fencing around the structure and it is dangerous. She asked for something to be done.

- The Harriet and Hamilton intersection is in poor condition and is getting worse day by day.

Mayor Edmonds stated it would be a good idea for OHM to come and examine the issue to avoid a potential sinkhole.

- She spoke with State Rep Rhabi and believes it would be wise to approve a resolution to send to the state legislature to continue a conversation on gun reform.

Murdock

- Stated notices were sent concerning the Corner Brewing rezoning request, which has peaked a lot of interest from the public. He asked if staff has additional information to provide Council.

Ms. Ernat responded staff has requested that ownership host an open meeting to inform the public relevant to zoning. Council Member Murdock replied a request has been made to him and Council Member Robb about setting up a meeting, but they do not have information to provide. Council Member Robb asked at what point of the process the applicant will provide a site plan. Ms. Ernat replied the first step is a zoning application and they will not prepare a site plan unless the zoning is approved. Mr. Robb stated once zoning is approved it will only require approval from the Planning Commission and won't come to Council. Ms. Ernat responded in the affirmative, it is difficult to ask someone to pay for a site plan prior to a change in zoning. Mr. Murdock stated it is not necessary to complete a site plan, but at least provide information regarding the proposed project. Ms. Ernat responded part of the problem is the project could change dependent on what the engineer determines. Mr. Robb understood, but minor information is important to disseminate to the public.

Ms. Ernat clarified the Corner Brewery is seeking to acquire property in the residential district because they cannot expand in the current location. The business use would not be extending into the residential, but the expansion requires additional parking and that will stretch into the

residential area. Mr. McClary stated an applicant for a rezone does not have to inform the Planning Department what they plan to do with the property. The application is part of a process of the Planning Commission to make a determination if the rezoning is appropriate.

- There is a public hearing scheduled for a demolition project at Huron and Forest.

Ms. Ernat responded the Keg and the building to the south are to be demolished the owners are interested in redeveloping the property. Council Member Murdock asked if this is a zoning issue. Ms. Ernat responded it is a site plan issue.

Council Member Robb asked if the parking is being blocked in the alley on Huron and Michigan Ave. Ms. Ernat responded the parties are involved in litigation that does not include the city. Mr. Robb stated public parking is being blocked and asked how the city allowed them to install barricades. Ms. Ernat responded it is a gate not barricades and they are on private property. Council Member Murdock stated there are multiple issues among the two parties, and the city is somewhat involved. He said one of the owners are throwing construction debris in the right-of-way and the ordinance officer stated he the individual is removing it slowly because they are unable to get a truck back there to remove it. Mr. McClary replied he would follow up with the ordinance officer.

- Asked for an update on the AFSCME and IAFF union negotiations.

Mr. McClary responded he is hoping Council is able to meet at 6:00 p.m. on April 17th for a Closed Session to discuss collective bargaining. He said five Council Members will need to be present in order to adjourn to Closed Session. Council Member Vogt stated he will be late to that meeting. Mayor Edmonds stated she will check availability of the absent Council Members.

- He was pleased to see the city and the Fire and Police Pension Board are not invested in gun manufacturers or private prisons.

XVII. COMMUNICATIONS FROM THE MAYOR –

- She attended an award ceremony in Kansas City with Dave Strenski, at which the city received an award for its solar program.
- She attended the Smart City Conference and it was very interesting to see the next level of governmental systems changed by new technologies.
- Requested a changing table be installed in one of the public bathrooms at City Hall.
- Requested a monthly one page bullet point be provided to Council by the city's lobbyist of high level issues.

Council Member Murdock stated at one point Mr. Profit provided that during the budget process.

- On April 16th is the next "A seat at the table" meeting held at schools that elected officials eat school lunches at local schools.
- Pitch Ypsi, and entrepreneurial competition, will begin soon and asked if anyone would like to be a part of it.

- She stated the Chief of Police voted against a bike share program at the Traffic Review Committee meeting and is curious what his concerns are.

Ms. Ernat replied his concerns are related to code enforcement, where the bikes will end up, and how long they will be in one location before they are brought back. Mayor Edmonds asked if the vote was regarding the EMU and WIHI program. Ms. Ernat responded she is uncertain if it is specific to that program. Ms. Edmonds stated that program is not available for other residents.

Council Member Richardson stated the Community Liaison for EMU is in the audience and asked for a synopsis. Assistant Director of Community Relations and Engagement Caroline Sanders stated the grant was written through New Parkridge through Washtenaw County Health Department. The program is a pilot and the funding began December 1st, and there is a delay pending the signatures for the Memorandum of Understanding from the Ypsilanti Housing Commission. The YHC is picking up the total cost of the program for their residents to utilize the bikes. She is scheduled to address Council on April 17th and she could bring the bike with her. She explained it is a dock less system that can be unlocked by an app. The bikes are GPS enabled in order to locate the bikes. Mayor Edmonds asked if non-YHC residents have the ability to borrow the bikes. Ms. Sanders responded no. Ms. Ernat stated recently the city has come to terms with the MOU.

- Stated there were around 1,000 people in attendance for the Easter Egg Hunt in Riverside Park.
- The Trans Flag will be raised this Friday, April 6th.

XVIII. COMMUNICATIONS FROM THE CITY MANAGER –

Traffic Review Committee Minutes of March 19, 2018
Report on Substance Abuse Protocols

- The Traffic Review Committee Minutes from March 19, 2018 were included in the packet and a report on substance abuse protocols.
- He provided a report regarding the city not having investments in gun manufacturers or private prisons.
- The budget sessions and the community benefits ordinance work session will be rescheduled.
- He provided an update on the train platform project.
- He noted the budget will be presented to Council on May 1st.
- He provided an update of the status of collective bargaining.
- He has been meeting with Ypsilanti Township to discuss the resurfacing of Emerick.
- The Peninsular Dam project had its first work group meeting regarding the data collection already completed.
- The Council Manager Meeting is scheduled April 10th and April 12th, he would love to see each meeting attended by three Council Members at each meeting.

- He will be bringing the Huron-Cross Intersection and Cross Street pedestrian improvements to Council.

Council Member Robb stated the new BS&A software went live on April 1st.

Council Member Vogt moved, seconded by Council Member Robb to extend the meeting until 10:30 p.m.

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

XIX. COMMUNICATIONS –

XX. AUDIENCE PARTICIPATION –

1. Amber Fellows, Ward 3, stated she appreciated the efficiency of the meeting and the discussion of the County Land Bank. Gun control issues have a direct effect on communities of people of color. Thanked Council for approving the HRC resolution to hold a town hall meeting regarding the budget. She hopes that a part of the market analysis of Water Street will partly focus on levels of pollution, which might not be as bad as originally assessed. She supports city staff working with community members to draft a community benefits ordinance. She supports a tier system for public land and Water Street. She advocates that even if a non-profit was to develop Water Street it should trigger a community benefits agreement.

XXI. REMARKS FROM THE MAYOR –

XXII. CLOSED SESSION –

~~Closed Session to discuss personnel evaluation pursuant to OMA 15.268, Section 8(a)~~

XXIII. ADJOURNMENT –

Resolution No. 2018-081, 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 Richardson

On a voice vote, the motion carried, and the meeting adjourned at 10:05 p.m.



REQUEST FOR LEGISLATION
April 17, 2018

From: Stan Kirton, Public Works Director

Subject: Contract with Carr's Outdoor Services, Inc. for the 2018 City of Ypsilanti Pavement Maintenance Program

SUMMARY & BACKGROUND:

Bids were solicited on BidNet (formerly MITN) for the 2018 City of Ypsilanti Pavement Maintenance (Pavement Crack Sealing) Program.

Four sealed bid (see attached bid tabulation) were received by April 4, 2018 deadline and publicly opened by the Deputy City Clerk. Scodeller Construction, Inc., 51722 Grand River, Wixom, Michigan 48393, submitted a bid in the amount of \$1.80 per pound; Carr's Outdoor Services, Inc.; 48910 Ford Road, Canton, MI 48187, submitted a bid in the amount of \$1.12 per pound; and Wolverine Sealcoating 3235 County Farm Rd., Jackson, MI 49201, submitted a bid in the amount of \$1.41 per pound; Midwest Pavement Contracting, Inc., 2530 E. Buno Rd., Milford, MI 48381, submitted a bid in the amount of \$2.20 per pound. The bids were reviewed for compliance with the City's advertised specifications.

City Staff recommends that the City Council award the 2018 City of Ypsilanti Pavement Maintenance Program Contract to Carr's Outdoor Services, Inc., 48910 Ford Road, Canton, MI 48187 for the amount of \$1.12 per pound.

Attachments: Resolution, Bid Tabulation, Proposal Sheet, Contract/Service Agreement

Recommended Action: Approval

Date Received: April 11, 2018 Agenda Item No.: 2018-090

For Agenda of April 17, 2018

City Manager Comments: _____

Finance Director Approval: _____

Council Action Taken: _____



Resolution No. 2018 - 090
April 17, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, bids were duly advertised for The City of Ypsilanti Pavement Maintenance Program;
and

Whereas, four (4) bids were publicly opened on Wednesday, April 21, 2018 at 2:00 p.m. and
reviewed for compliance with bidding qualifications and project specifications; and

WHEREAS, the bid submitted by Carr's Outdoor Services, Inc., 48910 Ford Road, Canton,
MI 48187 best meets the project specifications and qualifications and is in the best interests
of the City; and

Now Therefore Be It Resolved That the City Council awards the bid to Carr's Outdoor
Services Inc. in the amount of \$1.12 per pound for crack sealing services throughout the City
during the 2018-19 construction season; and

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

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

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:

Pavement Maintenance Program
Bid Opening – Tally Sheet
April 4, 2018
3:00 p.m.



**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YPSILANTI,
MICHIGAN, APPROVING THE ISSUANCE BY THE Arizona Industrial
Development Authority OF ITS REVENUE NOTES, IN ONE OR MORE SERIES, IN AN
AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$65,000,000, TO FINANCE
CERTAIN ACQUISITION COSTS RELATING
TO THE EASTERN MICHIGAN UNIVERSITY's PARKING SYSTEM FOR
Provident Group – EMU Properties LLC**

WHEREAS, Preston Hollow Capital, LLC (“PHC”) and the Board of Regents (the “Board”) of Eastern Michigan University (the “University”) are parties to the Concession Agreement for Eastern Michigan University Parking System, dated as of January 4, 2018 (the “Concession Agreement”), pursuant to which, in consideration of the concession payment (the “Concession Payment”) to be made by PHC to the University, and certain other consideration, and subject to the terms and conditions of the Concession Agreement, the Board will grant to PHC an exclusive and irrevocable right for and during the term of the Concession Agreement to operate the University's Parking System (as defined below) and to provide Parking System services in connection therewith;

WHEREAS, PHC and Provident Group – EMU Properties LLC (the “Borrower”), an Arizona limited liability company, are entering into an assignment and assumption agreement, pursuant to which all of the rights of PHC under the Concession Agreement will be assigned to, and all of the obligations of PHC under the Concession Agreement will be assumed by, the Borrower;

WHEREAS, the sole member of the Borrower is Provident Resources Group Inc., a Georgia nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code 1986, as amended (the “Code”);

WHEREAS, the Borrower has requested the assistance of the Arizona Industrial Development Authority (the “Authority”), an Arizona nonprofit corporation designated as a political subdivision of the State of Arizona, incorporated with the approval of the Arizona Finance Authority, pursuant to the provisions of the Constitution and law of the State of Arizona and the Industrial Development Financing Act, Title 35, Chapter 5, Articles 1 through 5, Arizona Revised Statutes, as amended (the “Act”), to issue its revenue notes, bonds or other obligations, in one or more series, in an aggregate principal amount not to exceed \$65,000,000 (the “Notes”), the proceeds of which will be used to make a loan to the Borrower to (a) finance the Concession Payment to use, operate, manage, maintain and rehabilitate the University's parking system, consisting of approximately 1,145 parking garage spaces, 8,309 parking lot spaces and any metered or permitted parking spaces designated as such by the University and located on the roadways and rights-of-ways within the University, including the parking system assets and improvements forming a part of and used in connection with the operation of such parking facilities (collectively, the “Parking System”), (b) finance other required amounts in connection with such acquisition, including certain permissible working capital costs, (c) fund certain reserves as may

be required, and (d) finance costs of issuance of the Notes (collectively, the “Project”);

WHEREAS, the Parking System, located in the City of Ypsilanti, County of Washtenaw, Michigan (the “City”), is presently is owned by the University and will be owned and/or operated by the Borrower (or its assignee) under and pursuant to the Concession Agreement exclusively for the benefit and support of the University and its students, faculty, visitors and staff, and assisting or otherwise supporting the educational mission of the University;

WHEREAS, pursuant to Section 147(f) of the Code, the financing of the Project and the issuance of the Notes by the Authority requires approval, following a public hearing, by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located;

WHEREAS, the City Council of the City (the “City Council”) is the elected legislative body of the City and is one of the applicable elected representatives eligible to approve the Notes and the financing of the Project under Section 147(f) of the Code;

WHEREAS, the Borrower has requested that the City Council approve the issuance of the Notes and the financing of the Project in order to satisfy the public approval requirement of Section 147(f) of the Code;

WHEREAS, the notice of the public hearing (the “TEFRA Notice”) was published in the Washtenaw County Legal News not less than 14 days prior to the date of the public hearing and the TEFRA Notice is attached hereto as Exhibit A;

WHEREAS, on March 6, 2018, a public hearing was held by the City Council at the time and place set forth in the TEFRA Notice with respect to the issuance by the Authority of the above-referenced Notes for the purpose of providing financing for the Project;

WHEREAS, such public hearing was conducted in a manner that provided a reasonable opportunity to be heard for persons with differing views on both the issuance of the Notes and the location and the nature of the Project which is to be financed by the Notes;

WHEREAS, attached hereto as Exhibit B are the minutes of the public hearing prepared by the City Clerk of the City (the “City Clerk”); and

WHEREAS, the City Council now desires to approve the issuance of the Notes and the financing of the Project for the purposes of Section 147(f) of the Code;

NOW, THEREFORE, IT IS RESOLVED, DETERMINED AND ORDERED by the City Council of the City of Ypsilanti, Michigan, as follows:

Section 1. It is the purpose and intent of the City Council that this resolution constitutes approval of the issuance of the Notes and the financing of the Project for the purposes of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) of the Code.

Section 2. The City Clerk and applicable officers of the City Council are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 3. Nothing in this resolution shall be construed to create any obligation or liability of the City in any respect whatsoever pertaining to the Notes. No statement, representation or recital herein shall be deemed to constitute a legal conclusion or determination that any particular action or proposed action is required, authorized or permitted under the laws of the State of Michigan, the State of Arizona or the United States. The Notes are not issued by the City or on behalf of the City but are issued by the Authority pursuant to the laws of the State of Arizona on behalf of the Borrower. The Notes shall never constitute an indebtedness or pledge of the City within the meaning of any constitutional or statutory provision, and the owners of the Notes shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other revenues of the City.

Section 4. The City Clerk shall forward a certified copy of this resolution to:

Orrick, Herrington & Sutcliffe LLP
777 South Figueroa Street, Suite 3200
Los Angeles, California 90017-5855
Attention: Sean Baxter

Section 5. This resolution shall take effect immediately upon its adoption on this 6th day of March, 2018.

PASSED AND DULY ADOPTED at a regular meeting of the City Council of Ypsilanti, Michigan on this 18th day of April, 2018.

CITY COUNCIL OF YPSILANTI, MICHIGAN

By: _____
Mayor

ATTEST:

By: _____
City Clerk

EXHIBIT A

TEFRA NOTICE

[see attached]

EXHIBIT B

MINUTES OF PUBLIC HEARING

[see attached]



EASTERN MICHIGAN
UNIVERSITY

FREQUENTLY ASKED QUESTIONS ABOUT EMU'S PARKING INITIATIVE

Financing

Q1. What is happening to the University's Parking system?

A: In May 2017, Eastern Michigan University (EMU) [announced](#) to the community that it planned to monetize its parking system. In December 2017, the EMU Board of Regents [approved](#) the plan to monetize the Parking system. Under this arrangement, a financing company will pay EMU a one-time up-front payment of \$55 million. In exchange for that payment, a third-party operator, [LAZ Parking](#), will begin operating EMU's Parking system, including incurring expenses and collecting revenues related to the Parking system.

Q2. Why is EMU taking these steps?

A: This partnership offers several financial and operational benefits to the University as well as students, faculty, and staff.

The \$55 million up-front payment will be deposited into EMU's reserves, which will more than double those reserves. This is an important step to increase EMU's reserves. In a recent accreditation report issued to EMU, the Higher Learning Commission (HLC) called on EMU to substantially increase its reserves as soon as possible.

The new Parking operator will invest significant capital to upgrade EMU's Parking facilities and technology. These improvements would not occur had EMU not entered this agreement.

As part of its routine capital spending initiatives, EMU plans to issue its own bonds this summer to fund important capital projects on campus, including renovations to Sill Hall, Rec/IM, Quirk, the Neuroscience Lab in Mark Jefferson, Warner, Hill, and the College of Business. The \$55 million up-front payment paid to EMU as part of the Parking initiative is critical to ensuring that the University has sufficient reserves to support that bond issuance; indeed, EMU cannot issue those bonds or launch these construction projects until after it receives the payment as part of the Parking initiative.

Q3: What is the source of the \$55 million that the third-party financing company will pay to EMU?

A: The financing company intends to issue tax-exempt bonds and use the proceeds from those bonds to pay EMU the one-time up-front payment of \$55 million.

Q4: How were the financing company and parking operator chosen?

A: The financing company and parking operator were selected by EMU administrators, and approved by the EMU Board of Regents, following an extensive competitive, multi-month, public Request for Proposal (RFP) process.

Q5: Have other universities pursued similar arrangements?

A: Yes. [Ohio State University](#) monetized its parking system in 2013.

Parking Operations

Q6: How will EMU Parking operations change as a result of this partnership?

A: Users will notice few changes to the Parking system. Students and employees will continue buying/obtaining parking permits on campus and, where applicable, payroll deductions will continue. The new Parking operator will invest over \$4 million in new facility improvements during the first three years of the agreement.

Q7: Will parking rates increase as a result of this arrangement?

A: No. ***On the contrary, the agreement caps parking rate increases at rates lower than have been implemented by EMU.*** Over the last six years, under EMU management, parking rates have increased 19% per year for non-union employees and 16% per year for students. The new parking agreement caps rate increases at 5% per year for the first five years of the agreement, and 4% per year or inflation (whichever is higher) thereafter. Parking rates that are set through collective bargaining agreements will continue to be determined through the collective bargaining process between EMU and the applicable unions.

Q8: How will Parking enforcement change as a result of this partnership?

A: Parking enforcement will remain virtually unchanged, except for improvements in technology which will make the system more user-friendly. Appeals regarding Parking citations will remain under the

exclusive control of EMU through the Parking Violations Bureau, and will be managed by an EMU employee.

Q9: What type of oversight will EMU have over the new Parking operator after this transition?

A: EMU will continue to own all parking garages, lots, and meters. Appeals regarding Parking citations will remain under the exclusive control of EMU and will be managed by an EMU employee. EMU and the parking operator will establish a Joint Parking Advisory Committee to facilitate communications and resolve issues that arise.

Q10: What will happen to emeritus faculty parking passes and privileges?

A: Emeritus Faculty and Staff will retain their parking privileges.

Q11: The Parking system funds SEEUS (the student-staffed Public Safety program that provides escorts to students at night). Will SEEUS funding be continued?

A: Yes. The money to fund SEEUS that is currently paid by the Parking system will continue to be paid by the University.

Employment

Q12: Will the full-time EMU employees who work in Parking be fired?

A: No. There are four full-time employees, all of whom are unionized, who work for EMU Parking.

- One employee will continue working for EMU overseeing Parking operations and appeals and will remain in the same bargaining unit.
- One employee will continue working for EMU in the Physical Plant and will remain in the same bargaining unit.
- One employee will continue working for EMU as a Police dispatcher and will remain in the same bargaining unit.
- The fourth employee accepted a full-time job offer with the new parking operator.

All four employees were offered full-time employment with the new Parking operator. Additionally, the new parking operator has hired all of the temporary employees who worked in EMU Parking at the time the agreement was signed.

The new parking operator will continue to hire EMU students and an on-campus job fair for students is planned.

Q13: I heard a rumor that EMU will eliminate union jobs, just as it did when it hired a new firm to manage Dining operations. Is this true?

A: No. As outlined above, three of the four unionized employees who work in Parking are remaining with EMU in unionized positions, and one employee accepted a position with the new Parking operator. Moreover, ***no union jobs were eliminated as part of EMU's third-party Dining Service partnership.*** In fact, 100% of the EMU employees who worked in Dining Services were retained as EMU employees with their same compensation, benefits, and union status.

Q14: I hear EMU recently laid off other employees. Is this true?

A: EMU is restructuring its budget to respond to a shrinking population of high school graduates and community college students, as well as cuts in State appropriations. These same challenges are faced by other regional public universities in Michigan, Wisconsin, Illinois, Pennsylvania, Maine, Missouri, and other areas. As part of this re-structuring process, EMU eliminated 60 staff positions in early-2018 which resulted in 16 layoffs (the remaining positions were vacant). No instructional positions were eliminated. These and other initiatives will allow the University to re-allocate resources to continue investing in dynamic high-demand academic programs, world-class facilities, and student success programs.

Communications

Q15: When was the EMU community notified about the Parking initiative?

A: EMU first [announced](#) to the community in May 2017 that it planned to monetize its parking system.

Q16: Were the applicable unions informed in advance?

A: Yes. There are two bargaining units impacted by these actions and they were notified in advance. As described above in Question #12, none of the unionized employees were laid off.

Q17: I'm concerned that EMU appears to be privatizing services. What is this about?

A: Public regional universities in the Midwest – including EMU – face significant challenges, including:

- The State of Michigan provides \$10 million per year less to EMU than it provided in 2003. That reduction is much larger when accounting for inflation.
- The number of high school graduates in Michigan has declined by nearly 15% since 2008, and is expected to decline by another 16% between 2018-2028.
- Student Credit Hours – the primary source of revenue for EMU – have declined by 14% since 2004.
- Over 40% of EMU's undergraduate students receive Pell Grants, yet the federal government has barely increased Pell Grant awards over the last several years.

EMU has taken many steps to respond to these challenges and focus on its core mission – educating Michigan students – by, among other things, partnering with experts to manage non-core operations.

Dining Services is a good example. EMU partnered with a third-party firm in 2016 to manage Dining Services. As noted above, 100% of the EMU employees who worked in Dining at the time of the transition were retained as EMU employees with no change to their compensation, benefits, or union status. A recent [survey](#) showed that student satisfaction increased in nearly every category after the third-party company assumed management of EMU's Dining Services. Based on those results, EMU's Student Government President and Vice President recently endorsed a five-year extension of the Dining Services third-party agreement.

Ypsilanti City Council

Q18: What is the Ypsilanti City Council being asked to vote on?

A: Under federal law, the issuance of certain tax exempt bonds – including the bonds that the financing company plans to issue to fund the \$55 million payment to EMU – must be approved by a governmental entity with jurisdiction over the assets that will be financed with the bonds. EMU asked the Ypsilanti City Council to approve the issuance of the tax exempt bonds at the Council's meeting on March 6, 2018, because all of the affected parking facilities are located in the City of Ypsilanti. Ypsilanti City Council is not, however, being asked to approve the Parking initiative. Indeed, City Council does not have authority to approve or disapprove the parking initiative. As described below in response to Question #20, the initiative will move forward regardless of the City Council's actions.

Q19: What happened at the March 2018 City Council meeting?

A: Leaders of the union representing EMU faculty (AAUP) attended the Ypsilanti City Council meeting on March 6, 2018, to express opposition to EMU's Parking initiative. In response, City Council postponed action on EMU's request for issuance of tax-exempt bonds. City Council will consider the question again on April 17, 2018.

As a result of the delay, EMU has suspended summer construction projects at several facilities – including Sill Hall, Rec/IM, Quirk, the College of Business, and Mark Jefferson – because those projects will be financed in large part by an EMU bond issuance which itself is supported by the issuance of the tax-exempt bonds for the Parking partnership. Historically, EMU's construction projects have been completed by union contractors.

Q20: What happens if the Ypsilanti City Council does not approve the tax-exempt bonds?

A: EMU's Parking partnership will proceed regardless of the City Council's actions, but if Council does not approve the tax-exempt bonds, then the financing company would have to issue taxable bonds instead. This would result in an up-front payment to EMU that is significantly less than \$55 million. Under that scenario, EMU will have fewer funds available for its reserves, and fewer funds available to support borrowing for important academic construction projects that historically have been occupied by union contractors.



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William F. Anhut ~ Of Counsel – Retired
Jennifer A. Healy ~ Legal Assistant

REQUEST FOR LEGISLATION

DATE: April 13, 2018

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Adopt Report of Special Counsel and Conclude investigation

SUMMARY/BACKGROUND

Councilmember Murdock, supported by councilmember Vogt requested that we prepare a resolution to adopt the report of special counsel, Ed Plato, on the China Trip Investigation and follow the report recommendation of referral to the Washtenaw County Prosecuting Attorney. We contacted the Washtenaw County Prosecuting Attorney and were advised to send the report to the Michigan State Police as the first step. The attached resolution is for council consideration for that action.

RECOMMENDED ACTION: Review and consideration

DATE RECEIVED: _____ AGENDA ITEM NO. Resolution No. 2018-091

CITY MANAGER COMMENTS: _____

FOR AGENDA OF: _____ FINANCE DIR. APPROVAL: _____

COUNCIL ACTION TAKEN: _____



Resolution No. 2018-091
April 17, 2018

RESOLUTION ADOPTING REPORT OF SPECIAL COUNSEL
AND CONCLUDING COUNCIL INVESTIGATION

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:

WHEREAS, City Council, pursuant to its authority under Article II, Section 2.07 of the City Charter, began an investigation on October 3, 2017, concerning the travel of several City officials to China and funding of such travel; and

WHEREAS, as part of this investigation, City Council authorized and directed the City Manager, with the help and aid of the City Attorney, to issue a request for proposals and hire a Michigan law firm to conduct a full and complete investigation of this matter and report to City Council; and

WHEREAS, pursuant to this direction, the City retained the services of the Plato Law Firm, PLLC on November 7, 2017; and

WHEREAS, in conducting its investigation, the Plato Law Firm took approximately 20 hours of sworn testimony from eight individuals and reviewed more than 1,500 pages of documents, and records; and

WHEREAS, the Plato Law Firm issued its complete report and attached exhibits on April 11, 2018; and

WHEREAS, City Council has read and reviewed this report, agrees with its findings, and wishes to adopt its opinions and recommendations;

NOW THEREFORE BE IT RESOLVED THAT: the report of the Plato Law Firm concerning the travel of Ypsilanti official to China be adopted by the City Council, and that the Council investigation into the matter is complete.

BE IT FURTHER RESOLVED THAT: the City Attorney is directed to forward this report to the First District Special Investigation Section of the Michigan State Police, as well as the recovered item of jewelry located in the office of the former economic development director.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



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William F. Anhut ~ Of Counsel – Retired
Jennifer A. Healy ~ Legal Assistant

REQUEST FOR LEGISLATION

DATE: April 13, 2018

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Resolution of Censure

SUMMARY/BACKGROUND

Councilmember Murdock, supported by councilmember Vogt, requested that we prepare legislation to censure Mayor Edmonds for her participation in the China Trip and the ethical violations mentioned in the Report of Special Counsel concerning the travel of several City officials to China and the funding of such travel. A censure resolution is attached.

RECOMMENDED ACTION: Review and consideration

DATE RECEIVED: _____ AGENDA ITEM NO. _____ Resolution No. 2018-092

CITY MANAGER COMMENTS: _____

FOR AGENDA OF: _____ FINANCE DIR. APPROVAL: _____

COUNCIL ACTION TAKEN: _____



RESOLUTION ADOPTING REPORT OF SPECIAL COUNSEL
AND CONCLUDING COUNCIL INVESTIGATION

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:

WHEREAS, City Council, pursuant to its authority under Article II, Section 2.07 of the City Charter, began an investigation on October 3, 2017, concerning the travel of several City officials to China and funding of such travel; and

WHEREAS, as part of this investigation, the City retained the services of the Plato Law Firm, PLLC on November 7, 2017; and

WHEREAS, the Plato Law Firm issued its complete report and attached exhibits on April 11, 2018; and

WHEREAS, City Council adopted the opinions and recommendations of this report and concluded its investigation; and

WHEREAS, Article II, Section 2.06 of the City Charter provides that City Council shall be the judge of the qualifications of its members and may provide for penalties as it deems appropriate for the violation of its standards of conduct; and

WHEREAS, the Preamble to the City Charter provides ethical principles for the government of the City of Ypsilanti, which generally state public servants should treat public office as a public trust, not to attain personal benefits or pursue any private interest incompatible with the public good, and decide all matters free from conflicts of interest and apparent improper influences; and

WHEREAS, Article IX, Section 9.01(a) of the City Charter gives the general admonition that "[t]he use of public office for private gain is prohibited" and requires that City Council "implement this prohibition by ordinance," including regulating "the acceptance of gifts and other things of value;" and

WHEREAS, Chapter 46, Article III, Section 46-76 of the Code of Ordinances for the City of Ypsilanti provides that "no [city officer] shall accept a gift... based on an agreement that the vote or the official action or decision of an officer... would be influenced thereby;" and

WHEREAS, misconduct in office under Michigan law includes non-feasance, or the failing to do an act required by the duties of the office; and

WHEREAS, the requirement for a showing of corrupt intent for misconduct in office does not necessarily require an intent for one to profit for oneself; and

WHEREAS, the office of Mayor of the City of Ypsilanti is a public office under the relevant Charter and Code provisions cited herein; and

WHEREAS, censure is a reprimand by City Council showing express, severe disapproval of an action or inaction; and

WHEREAS the findings of the report adopted by City Council as part of its investigation include the following actions and inactions of Mayor Amanda Edmonds:

1. She understood the provisions and policies of the City Charter and Code of Ordinances relative to ethics for City officers, she knew that she could not accept gifts valued more than \$25, and she knew a trip to China would well-exceed this amount.
2. As early as May 24, 2017, she knew that Amy Foster was an agent of Global Capital Group.
3. In August of 2017, she knew or had reason to know that Amy Foster was obtaining the Mayor's visa, she understood that obtaining such a visa is not free, and she did not question who was paying for the visa.
4. On September 7, 2017, she knew or should have known that the scholarship letter purportedly from the Wayne State CSSA was originally e-mailed from Ms. Foster and that she never received a scholarship letter directly from the Wayne State CSSA, signed by a member of the Wayne State CSSA, or even identifying a member of the Wayne State CSSA.
5. On September 10, 2017, she found contact Piefeng Li, a former member of the Wayne State CSSA, online and sent him both an e-mail and a LinkedIn message confirming the organization's funding for the scholarship because she anticipated public scrutiny on the issue.
6. Mr. Li responded to her LinkedIn message on September 12, 2017, and stating "It's worth noting that these 'scholarships' are mainly funds from a company called Global Capital Group LLC, based out of Michigan." This indicates, without question, that it was Ms. Foster providing the funding for travel.
7. While she denies seeing Mr. Li's response before she left for China, she does admit she was anticipating a response, she would usually receive an e-mail message alerting her that she received a message on LinkedIn, that she gets e-mails on her phone, and that she searched her e-mail on September 13, 2017, to respond to a FOIA request for "emails or other written documents that have anything to do with the City Council's travel to China regarding International Village, the Water Street in Ypsilanti since April 1, 2017.
8. She voted in favor of a resolution approving a purchase agreement with International Village, which was adopted by City Council on September 18, 2017.
9. She learned directly from Ms. Foster on September 19, 2017, that the Wayne State CSSA was a pass-through for funding of the trip, though at the time purportedly from the Chinese Consulate.
10. The flight to China was "business class," but she did not question the fact that it might not have been feasible or realistic for a student group to fly Ypsilanti officials "business class" to China.

11. Had she been diligent in reviewing the communications and documents that came to her, she should have realized the intimate involvement of Ms. Foster in financing the trip to China and should have recognized the acceptance of such a gift was an unethical breach of her fiduciary duties of her office as Mayor.
12. While there appears to be insufficient evidence that she intentionally used her public office for private gain, she was careless, neglectful, and lax in carrying out these duties.

NOW THEREFORE BE IT RESOLVED that the City Council for the City of Ypsilanti determines that the findings show the actions and inactions of the Mayor do not comport to the ethical standards of conduct laid out by the Charter and Code of Ordinances for the City of Ypsilanti.

BE IT FURTHER RESOLVED that City Council shall hold a hearing on _____ to allow the Mayor an opportunity to respond to these findings and show cause why she should not be censured by City Council.

BE IT FURTHER RESOLVED that this resolution shall serve as notice to Mayor Amanda Edmonds of the hearing and its purpose.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



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William F. Anhut ~ Of Counsel – Retired
Jane A. Slider ~ Legal Assistant

REQUEST FOR LEGISLATION

DATE: April 13, 2018

FROM: Dan DuChene, Assistant Ypsilanti City Attorney

SUBJECT: Complus Data Innovations, Inc. Parking Services Contract

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.

For these reasons, City Council authorized the issuance of an RFP, which was done on December 5, 2017. On February 20, 2018, City Council adopted Resolution No. 2018-033, which selected Complus Data Innovations (CDI) as the successful bid and directed staff to negotiate an agreement with CDI to present to City Council for final approval. This agreement is attached for consideration.

During discussion of Resolution No. 2018-033, councilmembers were interested in the specific numbers regarding the contract. Per Council direction, the contract's cost is based on a per-ticket basis. The thought in this direction was that the cost of the contract could be passed along with violations. So, the Bureau's data from the past year (March 2017 – March 2018) will be used.

There was a total of 13,963 tickets issued. Of these, 7,224 have been paid for revenue in the amount of \$186,595. Additionally, the City has been spending an average of \$6,333 for software services under the current system, which would be replaced and upgraded by CDI. A \$1.71/ticket compensation to CDI with these



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April 13, 2018
Page 2

figures results in an estimated annual payment of \$23,876.73. In addition, the estimated annual data costs for connection of the handhelds is \$1,080. Combining these figures, the overall estimated cost of this contract is \$18,623.73. The per-ticket amount to recoup these costs is an estimated \$2.58.

Keep in mind, however, that the enforcement abilities added to the bureau through the services in the contract should eventually increase the portion of tickets paid. This is both through information shared with the Secretary of State through the system as well as the eventual ability to coordinate with the 14A2 District Court for the issuance of citations and judgments.

Approval of the attached resolution would authorize the Mayor and Clerk to execute the agreement with CDI. If the City doesn't select a contract, the City would eventually be without a provider for such services once CLEMIS phases this out.

ATTACHMENTS: Proposed resolution and agreement.

RECOMMENDED ACTION: Adoption of the resolution

DATE RECEIVED: _____ AGENDA ITEM NO. Resolution No. 2018-093

CITY MANAGER COMMENTS: _____

FOR AGENDA OF: _____ FINANCE DIR. APPROVAL: _____

COUNCIL ACTION TAKEN: _____



Resolution No. 2018-093
April 17, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, City Council approved the publication of a Request for Proposal (RFP) to solicit bids for a third-party parking ticket processing service; and

WHEREAS, the City Clerk issued an RFP on December 5, 2017 at 8:00 a.m. with a closing date of January 16, 2018 at 3:00 p.m.; and

WHEREAS, the RFP was advertised on MITN and the city's website; and

WHEREAS, on February 20, 2018, City Council selected Complus Data Innovations, Inc. (CDI) as the successful bidder and directed staff to negotiate an agreement to present to City Council for final approval; and

WHEREAS, the attached agreement is the result of such negotiations; and

WHEREAS, the City is desirous of entering into an agreement with a contractor to provide services to the Parking Violations Bureau to improve the current software infrastructure and connectivity as well as replace the services that will be lost when CLEMIS phases out its parking hardware;

NOW, THEREFORE BE IT RESOLVED that the attached services agreement with CDI is approved and that the Mayor and City Clerk are authorized to sign the necessary contract documents on behalf of the City of Ypsilanti, subject to approval of the City Attorney.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:

AGREEMENT BY AND BETWEEN
YPSILANTI, MI (CLIENT)
AND
COMPLUS DATA INNOVATIONS, INC. (COMPLUS)

FASTTRACK™ SERVICES AGREEMENT

This **FastTrack™ Services Agreement** (this “Agreement”) is made and entered into on _____ day of _____, 2018 by and between Complus Data Innovations, Inc. (“COMPLUS”), a New York corporation with offices at 120 White Plains Road, Tarrytown, New York 10591, and City of Ypsilanti (“CLIENT”), a Michigan home rule city with offices at One South Huron Street, Ypsilanti, MI 48197.

RECITALS

WHEREAS, COMPLUS is the developer and provider of the **FastTrack™** Parking Ticket Management System, a password-protected software application for the processing of parking tickets and permit payments that COMPLUS makes available for client use through a network connection (“**FastTrack™**”);

- WHEREAS, COMPLUS is a provider of certain Equipment related to parking ticket processing;
- WHEREAS, COMPLUS is the developer and provider of certain Software related to the Equipment; and
- WHEREAS, CLIENT issued a Request for Proposals on December 5, 2017, including two attachments (“RFP”), which is attached hereto as Attachment 1 and incorporated by reference as if fully stated herein; and
- WHEREAS, COMPLUS submitted two questions to CLIENT, to which CLIENT responded on December 15, 2017, including three attachments (“RESPONSE”), which is attached hereto as Attachment 2 and incorporated by reference as if fully stated herein; and
- WHEREAS, COMPLUS timely submitted a proposal to CLIENT subsequent to the RFP and RESPONSE (“PROPOSAL”), which is attached hereto as Attachment 3 and incorporated by reference as if fully stated herein; and
- WHEREAS, CLIENT desires to access and use **FastTrack™** and use the Equipment and related Software.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Access Rights to **FastTrack™**.



- (a) Subject to and conditioned on CLIENT's compliance with the terms and conditions of this Agreement, COMPLUS hereby authorizes CLIENT to access and use **FastTrack™** through the Client Portal during the Term, solely in connection with CLIENT's business. FastTrack™ is authorized for use and is not sold to CLIENT. CLIENT acknowledges that **FastTrack™** is the sole property of COMPLUS and that nothing in this Agreement grants any right, title or interest in or to (including any license under) any intellectual property rights in or relating to **FastTrack™**, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to **FastTrack™** are and will remain with COMPLUS, including any changes, modifications or enhancements to **FastTrack™** that are requested by CLIENT during the Term.
- (b) COMPLUS shall use commercially reasonable efforts to provide CLIENT the services described on Schedule I of this Agreement in accordance with the terms and conditions hereof, including services related to hosting, managing, operating, maintaining and making **FastTrack™** available to CLIENT for remote electronic access and use by CLIENT. COMPLUS will provide CLIENT with remote access to **FastTrack™** through CLIENT's network connection to a specific Citrix-based portal (the "Client Portal"). The Client Portal may only be installed on a limited number of authorized machines as indicated on Schedule I of this Agreement ("Authorized Machines"). COMPLUS shall use commercially reasonable efforts to provide access to **FastTrack™** 23 1/2 hours per day, seven days a week. Notwithstanding the foregoing, **FastTrack™** will be unavailable daily from 2:00 a.m. until 2:30 a.m. Eastern Time due to daily maintenance. COMPLUS will not be responsible for any downtime arising in connection with the Internet service providers, utilities companies and/or CLIENT's internal network.
- (c) Use of the Client Portal is subject to the terms of this Agreement. Access to the Client Portal is for the sole purpose of providing CLIENT access to **FastTrack™**. Within the Client Portal, CLIENT may create user specific accounts ("User Accounts") for the individuals authorized by CLIENT to use **FastTrack™** through the Client Portal ("Authorized Users"). The number of Authorized Users that may access **FastTrack™** through the Client Portal at any one time shall be limited to the specific number of licensed **FastTrack™** sessions set forth on Schedule I of this Agreement ("Sessions").
- (d) CLIENT shall (i) be responsible for creating and managing User Accounts for the Authorized Users, (ii) be responsible for ensuring that all Authorized Users comply with the terms and conditions of this Agreement, (iii) be responsible for the accuracy, quality and legality of Client Data and the means by which CLIENT acquires Client Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Client Portal or **FastTrack™**, and notify COMPLUS promptly of any such unauthorized access or use and (v) use **FastTrack™** only in accordance with the terms of this Agreement and all applicable laws and government regulations.

2. Equipment and Software.

- (a) COMPLUS will provide to CLIENT all handhelds, phones or printers and other equipment (collectively, the "Equipment") and the associated pre-installed COMPLUS proprietary ticket issuance software ("Software"), each as listed on Schedule I of this Agreement. Subject to and conditioned on CLIENT's compliance with the terms and conditions of this Agreement, COMPLUS hereby grants CLIENT a limited

license to use the Software during the Term, solely in connection with CLIENT's use of the Equipment and **FastTrack™** and solely in connection with CLIENT's business. CLIENT acknowledges that the Equipment and the Software are the sole property of COMPLUS and that nothing in this Agreement grants any right, title or interest in or to (except for the limited license granted in this Section 2(a)) any intellectual property rights in or relating to the Equipment or the Software, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Equipment and the Software are and will remain with COMPLUS, including any changes, modifications or enhancements to the Equipment or the Software that are requested by CLIENT during the Term.

- (b) Upon receipt, CLIENT shall promptly acknowledge, on the form attached as Exhibit A, receipt of all such Equipment and Software and that such Equipment and Software are in good working order. CLIENT acknowledges that the Equipment and the Software are the property of COMPLUS, and CLIENT agrees to exercise reasonable care of the Equipment and the Software while such Equipment and Software are in CLIENT's possession.
- (c) COMPLUS will be responsible for the maintenance and repairs of the Equipment resulting from normal use. Repairs, which in the reasonable opinion of COMPLUS are required as a result of an accident, neglect or misuse of the Equipment (including, without limitation, a repair arising from or in connection with the use by CLIENT of software other than the Software provided by COMPLUS and/or use of the Equipment by CLIENT other than in connection with **FastTrack™**) shall be made at the sole expense of CLIENT. All costs and expenses related to the repair or replacement of the Equipment that is required as the result of an accident, neglect or misuse will be billed to CLIENT. This includes, but is not limited to, the actual cost of the repair or replacement of the Equipment, along with shipping expenses, travel expenses and labor costs (each, if required). Travel expenses, if required, must be pre-approved by CLIENT before repairs will be scheduled.
- (d) CLIENT shall (i) be responsible for ensuring that all CLIENT users of the Equipment and the Software comply with the terms and conditions of this Agreement, (ii) be responsible for the accuracy, quality and legality of Client Data and the means by which CLIENT acquires Client Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Equipment and the Software, and notify COMPLUS promptly of any such unauthorized access or use and (iv) use the Equipment and the Software only in accordance with the terms of this Agreement and all applicable laws and government regulations.

3. Authorization Limitations and Restrictions. CLIENT shall not, and shall not permit any other person to, access or use **FastTrack™**, the Equipment or the Software except as expressly permitted by this Agreement. All rights not expressly authorized or granted to CLIENT by this Agreement are reserved for COMPLUS. For purposes of clarity and without limiting the generality of the foregoing, CLIENT shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of **FastTrack™** or the Software;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available **FastTrack™** or the Software to any person, including on or in connection with the Internet or any time-

- sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of **FastTrack™** or the Software, in whole or in part;
 - (d) bypass or breach any security device or protection used by **FastTrack™** or the Software or access or use **FastTrack™** other than by an Authorized User through the use of his or her own then valid User Account;
 - (e) input, upload, transmit or otherwise provide to or through **FastTrack™** or the Software, any information or materials that are unlawful or injurious or contain, transmit or activate any harmful code;
 - (f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner **FastTrack™**, the Software or COMPLUS' provision of services to any third party, in whole or in part;
 - (g) remove, delete, alter or obscure any trademarks, specifications, documentation, EULA, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from **FastTrack™**, the Equipment or the Software;
 - (h) access or use **FastTrack™**, the Equipment or the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other COMPLUS client) or that violates any applicable law;
 - (i) access or use **FastTrack™** or the Software for purposes of competitive analysis of **FastTrack™** or the Software, the development, provision or use of a competing software service or product or any other purpose that is to COMPLUS' detriment or commercial disadvantage; or
 - (j) otherwise access or use **FastTrack™**, the Equipment or the Software beyond the scope of the authorization granted under this Agreement.

4. Equipment Repairs; Software Modifications. Repairs to the Equipment or re-installation and/or modification of the Software, which are required as a result of changes, modifications or enhancements made by the CLIENT or on behalf of CLIENT due to customization requests by the CLIENT, shall be made at the sole expense of CLIENT. This includes, but is not limited to, the actual cost of the repair or replacement of such Equipment, along with shipping expenses, travel expenses and labor costs (each, if required). Travel expenses, if required, must be pre-approved by CLIENT before repairs will be scheduled.

5. Additional Services. Additional services requested by CLIENT that are not described in this Agreement, the RFP, RESPONSE, OR PROPOSAL must be submitted in writing by CLIENT to COMPLUS. COMPLUS will prepare a statement of work along with a detailed cost estimate to be approved in writing by CLIENT prior to the implementation of said changes or additions. This includes, but is not limited to, requests for additional Equipment, installation of additional Sessions, CLIENT requested changes, modifications or enhancement to FastTrack™ or the Software or changes, modifications or enhancements and/or relocation of the Equipment or the Client Portal.

The parties agree that the Services described in this Agreement, the RFP, RESPONSE, and PROPOSAL are mutually agreed to by the parties and will be provided by COMPLUS to CLIENT at no additional cost. Particularly, and without limitation, COMPLUS shall convert and take over the processing of master files that make up the CLIENT's existing parking ticket database, provide for a system to automatically generate citations for issuance and export to the 14A2 District Court's management system, and ensure that all notices meet the minimum standards of the Rules and Regulations of the Parking Violations Bureau;

6. Exclusive Provider; Responsibilities. CLIENT will use COMPLUS as its exclusive provider for the processing of parking tickets. CLIENT will be responsible for (i) the entry of all handwritten parking tickets into the Client Portal, unless otherwise set forth on Schedule I of this Agreement, (ii) all other non-processing functions related to parking tickets, including the updating and disposition of parking tickets and (iii) the accuracy of the information and Client Data related to such tickets. For the avoidance of doubt, COMPLUS shall not be responsible or liable for the validity or accuracy of any Client Data or information provided to COMPLUS by CLIENT, including, without limitation, the information on the parking tickets. However, COMPLUS is responsible for the validity or accuracy of any information provided directly to COMPLUS by third-parties and for updating and relaying such information to CLIENT.

7. Compliance with Laws and Regulations COMPLUS agrees to maintain **FastTrack™** to conform in all material respects to all federal, state and local laws and regulations. COMPLUS shall use commercially reasonable efforts to perform nightly tape backups and to mirror its data center off-site for disaster recovery purposes.

8. Reporting.

- (a) COMPLUS will use commercially reasonable efforts to furnish CLIENT with or provide CLIENT access to digital copies of the reporting required by the RFP, which includes but is not limited to the following:
 - Aging of Account Receivables;
 - Officer and PEO Performance Reports;
 - Detail of Outstanding Tickets;
 - Citations issued and exported to Court;
 - Year to Date Paid Summary Report.
- (b) To the extent CLIENT desires additional reporting beyond the reports described in Section 8(a), CLIENT must submit a written request to COMPLUS describing CLIENT's additional reporting needs. COMPLUS will use good faith efforts to evaluate such request and, if applicable, will prepare a statement of work that will include what reporting/report(s) may be provided by COMPLUS, a cost estimate for any work required to create or implement such reporting/report(s) and an estimated schedule to perform such work. CLIENT must approve each such statement of work in writing prior to any work commencing to create or implement such reporting/report(s).

- (c) If requested by CLIENT, COMPLUS will prepare all Delinquent Notices and Notice of Violations for outstanding tickets issued to vehicles bearing State of Michigan plates and out-of-state plates (to the extent allowed by each state's DMV or SOS) to the last known registered owner(s). CLIENT will be responsible for postage of such notices. COMPLUS shall prepare and CLIENT shall approve any and all language contained in such notices. State agency approval will also be obtained where applicable. Such notices shall comply with state rules and regulations in all material respects.

9. **Training; Support.** Throughout the Term, COMPLUS will provide training at CLIENT's offices for **FastTrack™**, the Equipment and the Software. COMPLUS will provide reference manuals describing the features and operations of **FastTrack™**, the Equipment and the Software. COMPLUS will provide updates to the system as they become available. Throughout the Term, COMPLUS will provide support assistance from field supervisors and by telephone at no charge to CLIENT during the hours of 8:30 a.m. to 5:00 p.m. (Eastern Time) Monday through Friday (with the exception of all state and nationally recognized holidays).

10. **Indemnity.** The parties agree to the indemnity provisions as provided in the Addendum to this Agreement, which has been executed by both parties in conjunction with this Agreement ("ADDENDUM"), and is attached hereto as Attachment 4 and incorporated by reference as if fully stated herein.

11. **Fees.** CLIENT agrees to the fee schedule set forth on Schedule II of this Agreement, for the use of **FastTrack™**, the Equipment and the Software. Invoices will be submitted on a monthly basis, payable within thirty (30) days upon receipt.

12. **Payment Processing.** COMPLUS uses Parking Ticket Payment, LLC for all online credit card processing. Parking Ticket Payment, LLC is a Level 1 Service Provider solely dedicated to providing a method to collect online payments for all of COMPLUS' clients. COMPLUS shall not be responsible or liable for the security of cardholder data that is processed and transmitted through the Parking Ticket Payment, LLC web sites on CLIENT's behalf and for maintaining all applicable PCI DSS requirements.

13. Upon the execution by both parties of this Agreement, a ninety (90) day period for the implementation of the services described on Schedule 1 shall commence. This Agreement will remain in effect for a period of five (5) years beginning on the earlier of (i) the date on which the implementation of the Services is complete or (ii) the end of the ninety (90) day implementation period (such date, the "Effective Date", and such five (5) year term, the "Initial Term"). This Agreement may be renewed upon the mutual agreement of both parties.

This Agreement shall terminate, without notice, (i) upon the institution by or against COMPLUS of insolvency, receivership, bankruptcy proceedings, or any other proceedings for the settlement of COMPLUS' debts;

(ii) upon COMPLUS making an assignment for the benefit of creditors; or (iii) upon either party's dissolution or ceasing to do business.

In the event of termination, CLIENT will return to COMPLUS within ten (10) days of the termination of this Agreement all Equipment, peripherals, manuals and all other materials provided to CLIENT by COMPLUS, all of which shall be returned to COMPLUS in good working order. In the event of termination, and provided that there are no outstanding invoices and CLIENT has returned all equipment in good working order, CLIENT will be provided with, at no cost, a computer database containing all parking ticket information compiled for CLIENT by COMPLUS during the Term. Such database shall be in a general readable form that can be used by CLIENT in the operation of its Parking Violations Bureau.

14. Proprietary Rights

- (a) All right, title and interest in and to **FastTrack™**, the Equipment and the Software, including all intellectual property rights therein, are and will remain with COMPLUS. CLIENT has no right, license or authorization with respect to **FastTrack™**, the Equipment or the Software, except as expressly set forth in Section 1(a) or Section 2 of this Agreement. All other rights in and to **FastTrack™**, the Equipment or the Software are expressly reserved by COMPLUS.
- (b) As between CLIENT and COMPLUS, CLIENT is and will remain the sole and exclusive owner of all right, title and interest in and to all Client Data, including all intellectual property rights relating thereto, subject to the rights and permissions granted in Section 14(c).
- (c) CLIENT hereby irrevocably grants all such rights and permissions in or relating to Client Data: (i) to COMPLUS and COMPLUS' employees, agents or independent contractors as are necessary or useful to provide FastTrack™, the Equipment or the Software and (ii) to COMPLUS as are necessary or useful to enforce this Agreement or to exercise its rights and perform its obligations under this Agreement.

15. Confidentiality of Information.

- (a) Each of COMPLUS and CLIENT agrees to comply with state and federal regulations regarding the confidentiality of information. Each of COMPLUS and CLIENT further agrees that, except as otherwise expressly provided herein, the information provided by CLIENT and/or the DMV or SOS, including the names and addresses and associated information of persons and entities that have received tickets ("Client Data"), shall remain confidential and shall not be sold or shared with any other non-party, company or entity for any commercial purpose, including, but not limited to, marketing, sales, and/or solicitations. This Section 15 shall survive the termination of this Agreement.
- (b) As used herein, "Confidential Information" means all confidential information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of

the information and the circumstances of disclosure. Confidential Information of CLIENT shall include Client Data; Confidential Information of COMPLUS shall include **FastTrack™** and its related documentation and the Software; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by the Disclosing Party to the Receiving Party. Confidential Information (other than Client Data) shall not include information that (i) is or becomes generally known by the public without breach of any obligation owed to the Disclosing Party, (ii) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement, (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality or (iv) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

- (c) The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and agrees (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.
- (d) If the Receiving Party is required to disclose any Confidential Information by any law, regulation, subpoena, order, decree or decision or other process of law, the Receiving Party will provide the Disclosing Party with prior written notice and a reasonable opportunity to seek a protective order and the Receiving Party shall furnish only that portion of the Confidential Information that the Receiving Party is advised by counsel is required to be disclosed by all applicable laws and regulations.

16. Relationship of the Parties. COMPLUS is an independent contractor, and neither COMPLUS nor its staff shall be deemed to be employed by CLIENT.

18. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, email or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in writing. Notices delivered personally, by mail or by email shall be deemed communicated as of the date of actual receipt and notices sent by courier shall be deemed communicated as of the date one (1) business day after pick-up.

19. Tax Exemption. CLIENT is a tax exempt entity under the rules of the Internal Revenue Service and will provide COMPLUS with a copy of its tax exempt status upon request.

20. Disclaimer of Warranties. ACCESS TO **FastTrack™**, THE EQUIPMENT AND ANY RELATED MATERIALS (INCLUDING THE SOFTWARE) IS PROVIDED "AS IS" AND, TO THE EXTENT PERMITTED BY LAW, COMPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND COMPLUS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, COMPLUS MAKES NO WARRANTY OF ANY KIND THAT **FastTrack™**, THE EQUIPMENT OR ANY RELATED MATERIALS (INCLUDING THE SOFTWARE) OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

21. Limitations of Liability. Any claim that can be brought by CLIENT under or relating to this Agreement must be brought within one (1) year of the action or omission underlying such claim. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES OR LOST PROFITS OR LOST SAVINGS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY MATTER ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT OF THE FEES PAID BY CLIENT TO COMPLUS UNDER THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE REMEDIES PROVIDED HEREIN ARE THE PARTIES' SOLE AND EXCLUSIVE REMEDIES.

22. Entire Agreement. This instrument and its attachments contain the entire agreement between the parties as to the subject matter herein and supersedes all prior agreements, whether oral or written, between the parties hereto. In the event of a conflict between the provisions of this Agreement, the order or precedence for conflict resolution between documents shall be as follows:

1. The ADDENDUM
2. This Agreement
3. The RESPONSE
4. The RFP
5. The PROPOSAL

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

24. E-Sign Disclosure and Consent. If this Agreement is to be executed electronically, CLIENT hereby agrees as follows:

- (a) CLIENT hereby gives its affirmative consent to execute this Agreement and to receive any related records and communications electronically. By consenting, CLIENT also represents that it has full authority to execute this Agreement electronically under applicable local law and regulations, including any under any applicable municipal procurement requirements.
- (b) CLIENT may withdraw its consent to receive records and communications electronically by contacting COMPLUS in the manner described in Section 18 of this Agreement. CLIENT's withdrawal of consent will cancel CLIENT's agreement to receive electronic records and communications. Withdrawal of consent to future use of electronic signatures or receipt of records and communications electronically will not revoke electronic execution of this Agreement or any prior agreement or invalidate receipt of records in electronic format prior to such withdrawal. CLIENT may request a paper copy of any records and communications by contacting COMPLUS in the manner described in Section 18 of this Agreement.
- (c) CLIENT is responsible for providing COMPLUS with true, accurate and complete contact information, including an email address, and maintaining and updating promptly any changes in such contact information. CLIENT may update its contact information by contacting COMPLUS in the manner described in Section 18 of this Agreement.
- (d) COMPLUS reserves the right, in its sole discretion, to discontinue the provision of electronic records and communications, or to terminate or change the terms and conditions on which COMPLUS provides electronic records and communications. COMPLUS will provide CLIENT with notice of any such termination or change as required by law.
- (e) CLIENT acknowledges and agrees that CLIENT's consent to electronic records and communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the "Act"), and that CLIENT and COMPLUS both intend that the Act apply to the fullest extent possible to validate the parties' ability to conduct business by electronic means. CLIENT agrees that, in consenting to electronic signatures and records, CLIENT will not challenge the validity of this Agreement solely on the basis that it was executed electronically.

IN WITNESS WHEREOF, the parties have read, understand, and agree to the terms herein, having duly executed and delivered this Agreement on the day and year reference below. Each signor affirms that they are duly authorized to sign on behalf of their respective organization.

CITY OF YPSILANTI

Dated:_____

Amanda Edmonds
Mayor

Dated:_____

Frances McMullan
Clerk

COMPLUS DATA INNOVATIONS, INC.

Dated:_____

Ariel Kunar
Chief Executive Officer

APPROVED AS TO FORM:

John M. Barr P-10475
Ypsilanti City Attorney

SCHEDULE I TO THE *FASTTRACK*™ SERVICES AGREEMENT

SERVICES:

COMPLUS shall use commercially reasonable efforts to provide CLIENT the following services:

- Hosting, managing, operating, maintaining and making ***FastTrack***™ available to CLIENT for remote electronic access and use by CLIENT.
- Hosted portal to support online and phone payment options.
- Data Entry of handwritten tickets
- Payment processing for all mail in payments to a designated PO Box
- All other services provided in the Agreement, RFP, RESPONSE, and PROPOSAL
- Ongoing training and support
- Nationwide registered owner name retrieval
- Violation Noticing according to the Rules and Regulations of the Parking Violations Bureau
- Toll Free Customer Service Support line for CLIENT for parking ticket recipients

EQUIPMENT:

The following Equipment and Software will be provided to CLIENT for the sole purpose of parking ticket issuance and processing.

Name	QTY
Cash Register Drawer	1
Receipt Printer U950	1
Bar Code Reader	1
Crystal Reports Software License(s)	3
N5 with scanner & dock (including all required peripherals and data plans)	2
FastTrack Ticket Management Software License(s)	5

AUTHORIZED MACHINES: The Client Portal may only be installed on five (5) authorized machines.

SCHEDULE II TO THE *FASTTRACK*™ SERVICES AGREEMENT

FEE SCHEDULE

Description	Fee
Complus Parking Ticket Services & Collections	\$1.71 per ticket issued
Postage	reimbursable to Complus
Handheld Ticket Stock	reimbursable to Complus
Data Plans	reimbursable to Complus

DMV Fees: DMV and SOS Fees are paid for by COMPLUS. However, COMPLUS reserves the right, after the first (1st) year of this Agreement, to request that any increases charged by the various DMV or SOS agencies be passed along to the CLIENT.

COMPLUS and its affiliates have developed and programmed *FastTrack*™ and are solely responsible for its functionality, and to make any and all necessary changes to ensure it conforms to all federal, local and State of NY laws, rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment, including VISA, MASTERCARD and Discover.

Processing Fee Schedule for Online Payments:

- Ticket amount \$0-\$99: \$2.95 per parking ticket/code violation paid through COMPLUS' web interface.
- Ticket amount \$100 and up: 4% of parking ticket/code violation paid through COMPLUS' web interface.

The term "Processing Fee" as referenced in this Agreement a fee paid by the end user of the online payment service for parking ticket payment and permit payment transactions.

COMPLUS may request to change this processing fee schedule upon no less than thirty (30) days written notice to CLIENT, and CLIENT may terminate the credit card payment provisions of this Agreement if CLIENT notifies COMPLUS in writing prior to the effective date of such fee schedule change of its election to so terminate such provisions (which termination will be effective on such effective date).

COMPLUS will be the credit card merchant for these transactions and CLIENT will only be responsible for



allowing chargebacks to be withdrawn from the account in the event a cardholder requests to have the transaction reversed according to credit card rules, regulations and timetables and to allow for the chargeback fee to also be withdrawn from the account under the same rules, regulations and timetables. For chargeback transactions, any tickets that were paid for said transactions will be reinstated in ***FastTrack™*** and become subject to further collection efforts.

Equipment Fees:

Any handheld ticket writer that become lost or stolen will be the sole responsibility of the CLIENT and will be billed to the CLIENT at the cost \$4500 per unit.

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 COMPLUS DATA INNOVATIONS, INC., a New York corporation of 120 White Plains Road, Tarrytown, NY 10591, referred to as "CONTRACTOR."

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 <u> x </u>	NO <u> </u>	1)	Comprehensive General Liability
YES <u> x </u>	NO <u> </u>	2)	Automobile Liability
YES <u> </u>	NO <u> x </u>	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) 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 contact above \$100,000, and funded in whole or part by monies derived from the Federal government

(either directly or indirectly), CONTRACTOR certifies that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 and further agrees to disclosure of any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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____.

COMPLUS DATA INNOVATIONS, INC.

CITY OF YPSILANTI

BY: _____
Ariel Kunar
Chief Executive Officer

BY: _____
Amanda Edmonds
Mayor

BY: _____
Frances McMullan
City Clerk

APPROVED AS TO FORM:

JOHN M. BARR P-10475
Ypsilanti City Attorney



REQUEST FOR LEGISLATION
February 20, 2018

To: Mayor and City Council

From: Joe Meyers, Interim Director of Community and Economic Development

Subject: Rental Fees Update - 2018

SUMMARY & BACKGROUND:

The City of Ypsilanti operates a rental inspection program. In order to provide safe and properly maintained rental structures, rental properties are inspected every two years. There are over 8,500 rental units in the City. The Rental Inspection Division of the Building Department is staffed by a Department Manager, two full-time rental inspectors, and the department secretary. The last major update to the fee schedule was in 2009.

Rental inspections are performed by using the International Property Maintenance Code. Rental properties are in the form of single family and two-family homes, townhomes, duplexes, apartments, and apartment complexes. Each type of housing presents its own challenges. The average inspection time is less than one hour for single family and two-family homes and less than a half-hour for multi-family dwellings. The range of multi-family dwellings is particularly challenging as there can be three or more apartments in a single family type structure; a large ten story structure with 100 or more units; a small multi-family structure with four units, a condo-complex; or 12 buildings with 20 units. Because of the range of unit types, it is difficult to set a fee schedule that covers the cost of the inspection.

The inspection process is more than the physical inspection. The department secretary is the keeper of the two-year schedule for inspections. The department is currently about six months behind for scheduling due to staff turnovers. The department manager has been inspecting large complexes in order to catch up with the inspection schedule. Each property owner/landlord has to be notified of inspection 14 days prior to inspection, and each individual unit needs to be notified by the landlord 72 hours in advance of inspection. Once notification has been made, the inspector must review the property, prior violations and building permits pulled since the last inspection. In single family type structures, only the structure and exterior are inspected; in multi-family structures, all common areas must also be inspected. Once the inspection is complete, the rental inspector prepares an inspection report that includes any violations. Violations must be reinspected, the time frame varies by violation. During winter months, outdoor repairs cannot be made until the ground thaws; cracked tiles can be repaired within a week; and electric work may take 30 days or longer. Although it varies, typically 60 percent or more of units have violations that require a reinspection.

Once a reinspection is completed (when necessary), the department secretary prepares the certificate of compliance and files the reports.

In the past year, a major area of violation has been water heater and furnace certifications. This was an item that was discussed at an inspection seminar that is often overlooked and can be extremely dangerous in rental units. Landlords have expressed numerous concerns about the inspectors requiring maintenance certificates and proof of inspections. Although this has caused an increased number of violations this year, it is an important area of inspections.

A new fee has been added to the fee schedule, Administrative Review. The two rental inspectors have been in their positions for less than 18 months and are both new to the department. The previous inspectors were in their positions for over 15 years each. With new inspectors, and new eyes of properties, there has been an increase in violations reported with many inspections. This has resulted in the questioning of the rental inspection staff and an increase in the department manager being involved in inspections.

As requested, reinspections, and reviews of inspection reports, take significant time, which means time away from other duties, therefore, we are proposing an Administrative Review fee. This fee would be applied when a property owner/landlord requests a review from the supervisor of an inspection report or violation. The proposed fee would be prepaid and would be accompanied by a written request.

If it is found that the violation was issued in error, the applicant's money will be returned in full. If the violation is upheld, the fee will be processed.

In addition to regularly scheduled inspections and reinspections, the department manager and the rental inspectors respond to all rental complaints and inquiries. They also manage the dangerous and vacant building program and general building inspection program.

As designed by the Bolt (Bolt v. City of Lansing) ruling, and expressed by the City Council, the rental inspection program should be self-funded and should only have fees in relation to the cost of providing services. As described above, there are several salaries, office supplies, and equipment that go into providing the rental inspection program. On average, it costs the department approximately, \$36.48 an hour to operate the rental inspection program. This excludes the costs of vehicles and gas. The average time spent on inspections can range from five to 15 hours.

Current Fee Structure:

Dept./Div.	Ordinance Sec. No.	Shortcut Code for Treasury	G/L ACCT #	Type of Fee	Fee (\$)	Fee (\$)
Building	18-153			Certificate of Compliance Inspection Fees (rental inspection/per apt./unit/or as noted)		
				Multiple Family-3 or more dwelling units		
		100	101-4-3710-461-08	Initial certification inspection	50	
		100	101-4-3710-461-08	Re-certification inspection	42	
		100	101-4-3710-461-08	Re-inspection	40	
				Single Family and Duplex		
		100	101-4-3710-461-08	Initial certification inspection	75	
		100	101-4-3710-461-08	Re-certification inspection	65	
		100	101-4-3710-461-08	Re-inspection	55	
		100	101-4-3710-461-08	City scheduled inspection	42	
		100	101-4-3710-461-08	Search warrants obtained for inspection	65	
		100	101-4-3710-461-08	Rooming House - 1-3 sleeping rooms	55	
		100	101-4-3710-461-08	Rooming House - 4-7 sleeping rooms	100	
		100	101-4-3710-461-08	Rooming House - 8-11 sleeping rooms	160	
		100	101-4-3710-461-08	Rooming House - 12-15 sleeping rooms	210	
		100	101-4-3710-461-08	Rooming House - 16+ sleeping rooms	260	
		100	101-4-3710-461-08	Late cancellation or no-show inspection	55	
		100	101-4-3710-461-08	Commercial/residential certificate of occupancy	55	
		104	101-4-3710-461-00	After Hours Inspection (pre-approval required by inspector)		\$30 per .5 hours

Proposed Fee Structure:

Type of Fee	Fee (\$)
Certificate of Compliance Inspection Fees	
Single Family* – Initial Inspection and 1 st reinspection	\$200 per unit
Single Family* – Recertification (2-year) and 1 st reinspection	\$130 per unit
Single Family* - Recertification (3-year special circumstance**) and 1 st reinspection	\$180 per unit
Additional reinspections	\$55 per inspection
Multi-Family Building – Recertification (2-year) and 1 st reinspection up to half the units inspected	
25 or less units	\$90 per unit
26 or more units	\$85 per unit
Multi-Family Complex – Recertification (2-year) and 1 st reinspection up to half the units in each building	\$500 per building inspected plus \$42 per unit
Additional reinspection (if reinspections exceed half the units inspected or required 2 nd reinspections)	\$55 per inspection
Townhouse/Condo – recertification (2-year) and 1 st reinspection	\$90 per unit
Rooming House – recertification and 1 st reinspection	\$100 per structure
No Show Fee	\$85 per unit
Late Payment Fees	Original fee plus 1/2 the original fee
Lien Collection Fee	\$100
Administrative Review Fee	\$50 per unit
Search Warrants obtained for inspection	\$100 per unit
*single family includes one and two family dwellings as defined by the International Building Code	**3-year special circumstance certificate is available to single family rental properties that received an annual reinspection with less than 3 violations and no formal complaints during the last certification period

The proposed fee schedule has taken a different format than previous rental inspection fees. The entire inspection system was evaluated and the proposed fee categories were created to more accurately charge by type of inspection and what is involved in the inspection. For instance, single family houses take longer and are more extensive than ten unit apartment buildings, townhouses are more challenging than single family houses but less challenging than multi-family complexes, and multi-family complexes have common spaces that require more inspection than four unit multi-family buildings.

In reviewing other municipalities, and from our experience, 60 percent or more of the properties require at least one reinspection. It would streamline the administrative process to include one reinspection. While it seems fees have increased dramatically, the inclusion of the first reinspection will reduce paperwork for both the department and the property owner/landlord.

The addition of the three year special circumstance certificate is a pilot program to incentivize preparation for recertification inspection, and property owners/landlords that provide good maintenance of their rentals. This program is only being offered for single family and will be reviewed over the next year, after which it will either be extended to multi-family, kept just for single family or deleted in its entirety. Offering the three year special circumstance certificate will also allow for rental inspectors to get caught up with rental inspections. It will only be used for rentals that have less than three violations in a recertification inspection and have had no formal complaints filed on the property during the last inspection cycle.

It is very difficult to predict the revenue increase from the proposed fee schedule update. The factors for consideration are how many, and what type of inspections, are done within a fiscal year cycle, and the number of reinspections required. Below are a couple of scenarios to offer an example of how the proposed fee structure will impact the budget.

Single Family recertification with 1 reinspection:

Current:

Recertification - \$65 + reinspection \$55 = 120 total cost

Proposed:

Recertification and 1st reinspection = \$130 Total cost (increase of \$10 per unit)

Multi-Family building recertification, 64 units with 1 reinspection each of 32 units

Current:

Recertification - \$2688 + reinspection 1280 = \$3968 total cost

Proposed:

Recertification - \$5440 (increase of \$1472)

Multi-family complex with 6 buildings and 168 units with 1 reinspection each of 84 units

Current:

Recertification - \$42 each unit + 84 reinspections at \$40=\$10,416

Proposed:

Recertification - \$500 per building + \$42 per unit = \$13,056 (increase of \$2640)

Municipal Comparisons

Adrian:

Annual registration fee \$50/per building + \$10 additional units

Annual Inspection fee \$60 per building +\$10 additional units

Inspections include 1st reinspection, additional reinspections \$115 per unit

Kalamazoo:

16 month certifications/40 months/50 months

Annual registration - \$110 + \$1 per unit

Inspection fees - \$77 per unit

Enforcement letters - \$75 per letter

Alma:

Registration \$40 per unit + \$8/unit

Annual Inspection fee \$35 per building + \$35 reinspection

East Lansing:

Initial License \$1550

Renewal Licenses \$240

Annual Inspection \$165

Reinspection \$85

Dearborn:

Annual Registration \$200

Three-Year inspection \$200

Reinspection \$50

Mount Pleasant:

Annual Inspection \$66 + 19/unit

Reinspection 1/2 the base fee

RECOMMENDED ACTION: Staff recommends approval of the proposed new fee schedule to be effective April 1, 2018.

ATTACHMENTS: Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: 4/17/18

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2018 - 094
April 17, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti operates a rental inspection program; and

WHEREAS, City Council seeks to increase the fees associated with the rental inspection program in order to have a more complete cost recovery system for operations of the rental inspection department; and

WHEREAS, City staff has researched the cost of operations, the staff time associated with operations, and the comparable costs in similar communities.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the proposed Fee Schedule Update for the Rental Inspection Program to go into effect on April 1, 2018:

Type of Fee	Fee (\$)
Certificate of Compliance Inspection Fees	
Single Family* – Initial Inspection and 1 st reinspection	\$200 per unit
Single Family* – Recertification (2-year) and 1 st reinspection	\$130 per unit
Single Family* - Recertification (3-year special circumstance**) and 1 st reinspection	\$180 per unit
Additional reinspections	\$55 per inspection
Multi-Family Building – Recertification (2-year) and 1 st reinspection up to half the units inspected	
25 or less units	\$90 per unit
26 or more units	\$85 per unit
Multi-Family Complex – Recertification (2-year) and 1 st reinspection up to half the units in each building	\$500 per building inspected plus \$42 per unit
Additional reinspection (if reinspections exceed half the units inspected or required 2 nd reinspection)	\$55 per inspection
Townhouse/Condo – recertification (2-year) and 1 st reinspection	\$90 per unit
Rooming House – recertification and 1 st reinspection	\$100 per structure
No Show Fee	\$85 per unit
Late Payment Fees	Original fee plus 1/2 the original fee
Lien Collection Fee	\$100
Administrative Review Fee	\$50 per unit
Search Warrants obtained for inspection	\$100 per unit
*single family includes one and two family dwellings as defined by the International Building Code	**3-year special circumstance certificate is available to single family rental properties that received an annual reinspection with less than 3 violations and no formal complaints during the last certification period

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



REQUEST FOR LEGISLATION

April 17, 2018

To: Honorable Mayor and Ypsilanti City Council

From: Darwin D. P. McClary, City Manager

Subject: CONFIRMATION OF CITY MANAGER'S APPOINTMENT OF LEGAL OFFICER AND APPROVAL OF EXTENSION OF ATTORNEY SERVICES AGREEMENT

SUMMARY & BACKGROUND:

Pursuant to Section 4.07 of the Ypsilanti city charter, the City Manager is respectfully requesting that the city council confirm his reappointment of John Barr as legal officer (City Attorney) for the City of Ypsilanti for an additional one-year term commencing on July 1, 2018, and expiring on June 30, 2019. The City Manager is also requesting that the city council approve an extension of the City Attorney's contract for this additional term under the same terms and conditions as the existing contract.

Section 4.07 of the city charter states:

4.07. - Legal officer.

There shall be a legal officer of the City appointed by the City Manager subject to confirmation by the City Council and not subject to the requirements of the merit system. The legal officer shall serve as chief legal adviser to the Council, the Manager, and all City departments, offices, and agencies, shall represent the City in all legal proceedings, and shall perform any other duties prescribed by State law, by this Charter, by ordinance, or by resolution.

The City Manager and City Attorney will be available during Monday's meeting to answer any questions council may have regarding these matters. Administration appreciates city council's kind attention and consideration.

PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

The compensation for attorney services would include an annual fixed amount of \$220,000 for both general and prosecution legal services; an hourly rate of \$125 for the attorney and \$40 to \$90 for legal assistant and clerical services; and reimbursables.

RECOMMENDED ACTION:

Confirm the City Manager's reappointment of the City Attorney for an additional one-year term and approve the extension of the Attorney Services Agreement.

ATTACHMENTS: Letter from John Barr dated March 15, 2018, RE: City Attorney Contract

CITY MANAGER APPROVAL: DDPM

COUNCIL AGENDA DATE: 04/17/18

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Section 4.07 of the Ypsilanti city charter delegates to the City Manager the authority to appoint the legal officer of the city, subject to confirmation by the city council; and

WHEREAS, City Attorney John Barr's current term as legal officer will expire on June 30, 2018; and

WHEREAS, the City Manager desires to reappoint John Barr as legal officer for the City of Ypsilanti for an additional one-year term effective on July 1, 2018, and terminating on June 30, 2019, and requests that the Ypsilanti city council confirm the City Manager's appointment; and

WHEREAS, the City Attorney's compensation for services rendered is enumerated in the Attorney Services Agreement executed on July 21, 2015, and the City Manager desires to extend the agreement under the same terms and conditions for an additional one year period; and

WHEREAS, City Attorney John Barr desires to provide legal services to the city under the same terms and conditions for an additional one year;

NOW THEREFORE BE IT RESOLVED BY THE CITY OF YPSILANTI that the city council does hereby confirm the City Manager's reappointment of John Barr as legal officer for the City of Ypsilanti for an additional one-year term commencing on July 1, 2018, and terminating on June 30, 2019; and

BE IT FURTHER RESOLVED that the city council does hereby approve the extension of the Attorney Services Agreement dated July 21, 2015, under the same terms and conditions, so that the agreement shall expire on June 30, 2019, and authorizes the Mayor and City Clerk to execute the agreement extension on behalf of the city.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
April 17, 2018

From: Stan Kirton, Public Services Director

Subject: Rejection of Bid for Prospect/Maus Intersection Improvement Project

SUMMARY & BACKGROUND:

Bids were solicited on BidNet (formerly MTIN) for the Prospect/Maus Intersection Improvement Project. Bids were submitted by 2:00 pm on Wednesday, March 21st, 2018. Only one bid was submitted by Doan Construction Company for the amount of \$145,976.20. This bid is approximately 52% over the engineers estimated cost of \$95,600.

Staff recommends rejecting the bid submitted by Doan Construction Company for the amount of \$145,976.20.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resolution, Bid Tab, Letter from OHM

CITY MANAGER APPROVAL: _____ AGENDA DATE: April 17, 2018

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2018 - 096
April 17, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, bids were solicited to make accessibility improvements and pave the Prospect @ Maus intersection; and

WHEREAS, bids were duly solicited on BidNet for this project; and

WHEREAS, one bid was received from Doan Construction Company in the amount of \$145,976.20; and

WHEREAS; the bid submitted by Doan Construction Company, is approximately 52% over the engineers estimate of \$95,600 for this project; and

WHEREAS; staff recommends rejecting the bid submitted by Doan Construction Company; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council rejects the bid submitted by Doan Construction Company in the amount of \$145,976.20; and

THAT, council directs staff to rebid this project in the near future to keep this project on schedule for the upcoming construction season.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



ARCHITECTS. ENGINEERS. PLANNERS.

April 4, 2018

Mr. Stan Kirton
DPW Director
City of Ypsilanti
One South Huron Drive
Ypsilanti, Michigan 48197

Regarding:

OHM Job No. 0094-17-0050
Prospect and Maus Intersection Improvements
Bid Results

Dear Mr. Kirton:

A total of one (1) bid for the above-referenced project was received on March 21, 2018. The results of the bidder is listed below. A detailed bid tabulation is attached that includes the total bid price of the bidder as well as an itemized breakdown.

Contractor	Bid Amount
Doan Construction	\$145,976.20

With the receipt of only one (1) bidder a comparison bid was unavailable to refer too. In addition the unit prices provided by Doan were well above industry standards for unit prices.

It is our understanding that the City of Ypsilanti does not want to proceed with award due to these factors and that project will be re-bid.

If you have any questions or require additional information, please feel free to contact this office.

Sincerely,
OHM Advisors

Kent J. Early, P.E.

cc: Jessica Katers, OHM Project Manager

Phone: 734-323-3642

Item No.	Description	Estimated Quantity	Unit Price	Amount
1)	Mobilization, Max, 10%	1 LS	\$13,270.00	\$13,270.00
2)	Curb and Gutter, Rem	77 Ft	\$20.00	\$1,540.00
3)	Sidewalk, Rem	154 Syd	\$18.00	\$2,772.00
4)	Pavt, Rem, Modified	18 Syd	\$1.00	\$18.00
5)	Erosion Control, Inlet Protection, Fabric Drop	6 Ea	\$200.00	\$1,200.00
6)	Aggregate Base, 4 inch, Modified	34 Syd	\$25.00	\$850.00
7)	Sanitary Sewer Cover, Adj, Case 1	1 Ea	\$500.00	\$500.00
8)	Utility Structure Cover, Adj, Case 1	4 Ea	\$500.00	\$2,000.00
9)	Cold Milling HMA Surface	1145 Syd	\$11.00	\$12,595.00
10)	Hand Patching	3 Ton	\$330.00	\$990.00
11)	HMA, 13A	133 Ton	\$220.00	\$29,260.00
12)	Conc, Grade P1	9 Cyd	\$1.00	\$9.00
13)	Curb and Gutter, Conc, Modified	154 Ft	\$91.00	\$14,014.00
14)	Sidewalk, Conc, 4 inch	966 Sft	\$12.00	\$11,592.00
15)	Detectable Warning, Mod	45 Ft	\$40.00	\$1,800.00
16)	Sidewalk Ramp, 6 inch, ADA Modified	300 Sft	\$17.50	\$5,250.00
17)	Sidewalk Retaining Wall, Integral, Less than 6 inch Height	10 Sft	\$50.00	\$500.00
18)	Post, Steel, 3 lb	16 Ft	\$11.00	\$176.00
19)	Sign, Type III, Rem	2 Ea	\$27.50	\$55.00
20)	Sign, Type IIIA	4 Sft	\$27.50	\$110.00
21)	Pavt Mrkg, Polyurea, 4 inch, White	92 Ft	\$6.55	\$602.60
22)	Pavt Mrkg, Polyurea, 4 inch, Yellow	92 Ft	\$6.55	\$602.60
23)	Pavt Mrkg, Polyurea, 12 inch Cross Hatching, White	56 Ft	\$13.75	\$770.00
24)	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	288 Ft	\$2.20	\$633.60
25)	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	82 Ft	\$2.20	\$180.40
26)	Sign, Type B, Temp, Prismatic, Furn and Oper	232 Sft	\$5.50	\$1,276.00
27)	Channeling Device, 42 inch, Furn and Oper	60 Ea	\$22.00	\$1,320.00
28)	Lighted Arrow, Type B, Furn and Oper	2 Ea	\$605.00	\$1,210.00
29)	Surface Restoration, Modified	243 Syd	\$15.00	\$3,645.00
30)	Conduit, DB, 1, 1 1/2 inch	30 Ft	\$73.70	\$2,211.00
31)	Hh, Round	1 Ea	\$2,475.00	\$2,475.00
32)	Wood Pole, Fit Up, TS Cable Pole	1 Ea	\$621.50	\$621.50
33)	Pedestal, Alum	1 Ea	\$1,320.00	\$1,320.00
34)	Pedestal, Fdn	3 Ea	\$1,430.00	\$4,290.00
35)	Pedestal Fdn, Rem	1 Ea	\$330.00	\$330.00
36)	Pushbutton and Sign	4 Ea	\$852.50	\$3,410.00
37)	Pushbutton, Rem	3 Ea	\$93.50	\$280.50
38)	Pushbutton Pedestal, Alum	2 Ea	\$566.50	\$1,133.00
39)	Traf Loop	6 Ea	\$2,200.00	\$13,200.00
40)	TS, Pedestrian, Bracket Arm Mtd, Rem	3 Ea	\$110.00	\$330.00
41)	TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown	3 Ea	\$1,908.50	\$5,725.50
42)	TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown	1 Ea	\$1,908.50	\$1,908.50
TOTAL BID AMOUNT				<u>\$145,976.20</u>

ADDITIONAL BIDDERS

CORRECTIONS

1
2
3
4



REQUEST FOR LEGISLATION
April 17, 2018

From: Stan Kirton, Director of Public Services

Subject: Application to Local Bridge Program for Forest Avenue Bridge

SUMMARY & BACKGROUND:

The bridge located on Forest Avenue over the Huron River was constructed in 1964 and rehabilitated in 1995. The bi-annual bridge inspections conducted by Orchard, Hiltz and McCliment (OHM) in 2017 revealed significant deficiencies in the piers and slope protection. Also, noted were cracks developing in the concrete bridge deck. Over time, these cracks can allow moisture to penetrate and cause damage to the deck, routed joints and the beams. To increase the life of the structure it is recommended that an epoxy overlay be placed on the bridge deck to prevent moisture penetration.

Based on their bridge inspection OHM recommends that the City Council authorizes the Director of Public Services and Orchard, Hiltz and McCliment to submit application to the Michigan Department of Transportation to include the Forest Avenue Bridge on the State and Federal Local Bridge – 2018 Local Bridge Program as a priority preventative project. The City will apply for priority preventative maintenance as opposed to priority rehabilitation which will be a less costly project.

Staff concurs with OHM and recommends City Council authorizes the Public Services Director and OHM to submit application for the 2018 Local Bridge Program.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resolution, Program Application

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: April 17, 2018

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



REVISED
Resolution No. 2018 - 097
April 17, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the bridge on Forest Street over the Huron River in the City of Ypsilanti has deterioration and is in need of preventative maintenance repairs; and,

WHEREAS, Orchard, Hiltz & McCliment, Inc., Consulting Engineers for the City of Ypsilanti, completed the inspection of the bridge in the City and prepared Inspection Reports and other information on bridge that includes preventative maintenance repairs on the bridge; and,

WHEREAS, based on the findings and recommendations of the Consulting Engineers, the Director of Public Services recommends that the City Council authorize the Director of Public Services and OHM to make application to the Michigan Department of Transportation to include the bridge on the State and Federal Bridge Programs for bridge preventative maintenance; and

WHEREAS, the City of Ypsilanti has available their 5% portion of the project financing available,

NOW, THEREFORE, BE IT RESOLVED that the City of Ypsilanti is actively seeking financial participation to perform preventative maintenance repairs on Forest Street bridge over the Huron River and authorizes the Director of Public Services and OHM to make application to the Michigan Department of Transportation, to include the Forest Ave. Bridge on the State and Federal Bridge Programs list, and to make application for financial assistance from the State of Michigan and Federal government, and to do those things reasonably necessary or required in order to accomplish the maintenance repair work on the four bridges.

ON MOTION OF _____ SUPPORTED BY _____, the foregoing

Resolution was adopted by the following vote:

ROLL CALL:

AYE _____ NAY _____ ABSENT _____

I, Frances McMullan, Clerk for the City of Ypsilanti, hereby certify that the foregoing is a true and accurate copy of a Resolution adopted by the City Council for the City of Ypsilanti at a regular meeting held on the _____ day of _____, 2018, and that said meeting was conducted and public notice of said meeting was given pursuant to an in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been available as required by said Act.

Frances McMullan, City Clerk



REQUEST FOR LEGISLATION
April 17, 2018

From: Stan Kirton, Director of Public Services

Subject: Application to Local Bridge Program for LeForge and Factory Street Bridges

SUMMARY & BACKGROUND:

The bridge located on Factory Street over the Huron River was constructed in 1978 and rehabilitated in 2011. The bridge located on LeForge Street over the Huron River was constructed in 1983 and rehabilitated in 2009. The bi-annual bridge inspections conducted by Orchard, Hiltz and McCliment (OHM) in 2017 revealed that both bridges are in fair condition. The Factory Street Bridge will need deck, superstructure and substructure improvements in the near future. The LeForge Bridge will need the south joint sealed and some superstructure repairs in the near future.

Based on their bridge inspection OHM recommends that the City Council authorizes the Director of Public Services and Orchard, Hiltz and McCliment to submit application to the Michigan Department of Transportation to include the Factory Street and Leforge Street Bridges on the State and Federal Local Bridge – 2018 Local Bridge Program as a priority preventative project.

Staff concurs with OHM and recommends City Council authorizes the Public Services Director and OHM to submit application for the 2018 Local Bridge Program.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: April 17, 2018

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



REVISED
Resolution No. 2018 - 098
April 17, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the bridges on Leforge and Factory Streets, all over the Huron River in the City of Ypsilanti, all have varying needs for preventative maintenance repairs; and,

WHEREAS, Orchard, Hiltz & McCliment, Inc., Consulting Engineers for the City of Ypsilanti, completed the inspection of both bridges in the City and prepared Inspection Reports and other information on each bridge that includes the different needs for preventative maintenance repairs on each bridge; and,

WHEREAS, based on the findings and recommendations of the Consulting Engineers, the Director of Public Services recommends that the City Council authorize the Director of Public Services to make application to the Michigan Department of Transportation to include both bridges on the State and Federal Bridge Programs for bridge preventative maintenance; and

WHEREAS, the City of Ypsilanti has available their 5% portion of the project financing available,

NOW, THEREFORE, BE IT RESOLVED that the City of Ypsilanti is actively seeking financial participation to perform preventative maintenance repairs on Factory Street and Leforge Street bridges over the Huron River and authorizes the City Manager to make application to the Michigan Department of Transportation, to include both bridges on the State and Federal Bridge Programs list, and to make application for financial assistance from the State of Michigan and Federal government, and to do those things reasonably necessary or required in order to accomplish the maintenance repair work on the four bridges.

ON MOTION OF _____ SUPPORTED BY _____, the foregoing

Resolution was adopted by the following vote:

ROLL CALL:

AYE _____ NAY _____ ABSENT _____

I, Frances McMullan, Clerk for the City of Ypsilanti, hereby certify that the foregoing is a true and accurate copy of a Resolution adopted by the City Council for the City of Ypsilanti at a regular meeting held on the _____ day of _____, 2018, and that said meeting was conducted and public notice of said meeting was given pursuant to an in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been available as required by said Act.

Frances McMullan, City Clerk



REQUEST FOR LEGISLATION
April 17, 2018

From: Stan Kirton, Director of Public Services

Subject: Application to State and Federal Bridge Program for Cross Street Bridge

SUMMARY & BACKGROUND:

The bridge located on Cross Street over the Huron River was constructed in 1984. The bi-annual bridge inspections conducted by Orchard, Hiltz and McCliment (OHM) in 2017 revealed significant deficiencies in the deck surface, expansion joints and superstructure. The overall condition of the bridge is rated at 4, which is poor.

Based on their bridge inspection OHM recommends that the City Council authorizes the Director of Public Services and Orchard, Hiltz and McCliment to submit application to the Michigan Department of Transportation to include the Cross Street Bridge on the 2018 State and Federal Bridge Program as a priority project.

Staff concurs with OHM and recommends City Council authorizes the Public Services Director and OHM to submit application for the 2018 State and Federal Bridge Program.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: April 17, 2018

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



REVISED
Resolution No. 2018 - 099
April 17, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the bridge on Cross Street over the Huron River in the City of Ypsilanti has deterioration and is in need of replacement; and,

WHEREAS, Orchard, Hiltz & McCliment, Inc., Consulting Engineers for the City of Ypsilanti, completed the inspection of the bridge in the City and prepared Inspection Reports and other information on bridge that includes replacement of the bridge; and,

WHEREAS, based on the findings and recommendations of the Consulting Engineers, the Director of Public Services recommends that the City Council authorize the Director of Public Services to make application to the Michigan Department of Transportation to include the Cross Street Bridge on the State and Federal Bridge Programs for bridge replacement; and

WHEREAS, the City of Ypsilanti has available their 5% portion of the project financing available,

NOW, THEREFORE, BE IT RESOLVED that the City of Ypsilanti is actively seeking financial participation to perform preventative maintenance repairs on Forest Street bridge over the Huron River and authorizes the Director of Public Services to make application to the Michigan Department of Transportation, to include the Cross Street bridge on the State and Federal Bridge Programs list, and to make application for financial assistance from the State of Michigan and Federal government, and to do those things reasonably necessary or required in order to accomplish the maintenance repair work on the four bridges.

ON MOTION OF _____ SUPPORTED BY _____, the foregoing

Resolution was adopted by the following vote:

ROLL CALL:

AYE _____ NAY _____ ABSENT _____

I, Frances McMullan, Clerk for the City of Ypsilanti, hereby certify that the foregoing is a true and accurate copy of a Resolution adopted by the City Council for the City of Ypsilanti at a regular meeting held on the _____ day of _____, 2018, and that said meeting was conducted and public notice of said meeting was given pursuant to an in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been available as required by said Act.

Frances McMullan, City Clerk

March 20, 2018

Stan Kirton
Director of Public Works
City of Ypsilanti
One South Huron Street
Ypsilanti, MI 48197

RE: 2018 Local Bridge Program Applications

Dear Mr. Kirton:

OHM Advisors understands that the City of Ypsilanti would like to apply for funding for the replacement of Cross Street over the Huron River, multiple preventative maintenance project of Leforge Street and Factory Street over the Huron River, and preventative maintenance of Forest Avenue over the Huron River through the Local Bridge Program. OHM proposes to provide our professional services to prepare these applications for the 2018 Local Bridge Program Call for Projects. The Local Bridge Program funding is 95% State funds and 5% Local match funds. Projects selected in 2018 are for construction in 2021. Below is a summary of the general scope of work:

Bridge	Preliminary Scope of Work	Preliminary Estimated Construction Cost	Estimated 5% Local Match (City Responsibility)	Estimated PE/CE (City responsibility)
Cross Street	Replacement	\$6,334,000	\$316,700	\$1,580,000
Leforge Street	Deck patching Epoxy overlay Substructure patching Approach work	\$217,000	\$10,850	\$55,000
Factory Street	Sidewalk patching Joint and crack sealing	\$41,000	\$2,050	\$10,000
Forest Avenue	Deck patching Epoxy overlay Substructure patching with temporary supports Slope protection repair Approach work	\$1,225,000	\$61,250	\$306,000

SCOPE OF SERVICE

OHM Advisors will prepare the application of the structure mentioned above as required by the Local Bridge Program 2018 Call for Projects. We will visit the site to assess the most up to date condition and note any changes from the last inspection cycle. We will then prepare the application documents and cost estimates for City review. Once the City has reviewed the applications and provided Council resolution, OHM will submit the application to the MDOT Local Bridge Program staff.



SCHEDULE

We anticipate the field work will be completed in March or early April 2018, with the application complete and ready for City Council Resolution by early April. Council resolution to commit the 5% match funds is required for this funding package and needs to be in place prior to May 1, 2018. The application must be submitted online no later than May 1, 2018, and must include the Council Resolution. OHM can submit the application on behalf of the City if the City provides us with the Resolution in advance of the deadline. The Local Bridge Council meeting, where funding allocation is decided, is anticipated to be set in October or November of 2018.

COMPENSATION

The services outlined above will be performed on a lump-sum basis, for a total fee of four thousand nine hundred dollars (\$4,900.00). This amount is based on the assumptions listed above. The City will be invoiced for services on a monthly basis according to our percent complete on the project.

FURTHER CLARIFICATIONS AND ASSUMPTIONS

If any additional professional services not specifically described in the scope of work are requested by the City of Ypsilanti, OHM Advisors will provide a separate proposal for said services, prior to conducting any additional services. We thank you for the opportunity to provide professional engineering services to the City of Ypsilanti. If you have any questions or require additional information, please do not hesitate to contact myself at (734) 466-4454, or Adam Rychwalski at 734-466-4542.

Sincerely,
OHM Advisors


Kimberly O'Rear, PE
Structures Group Manager

Accepted for City of Ypsilanti

(Signature)

(Printed Name)

(Title)

(Date)

Encl: Standard Terms and Conditions

cc: Kent Early, PE, OHM



REQUEST FOR LEGISLATION

11 April 2018

From: Bonnie Wessler, City Planner

Subject: Dockless Bikeshare Agreement to Operate

SUMMARY & BACKGROUND:

Bike-sharing, which is essentially short-term bike rental, has been around for quite some time using a "docked" system, where bikes must begin and end their use at fixed docking stations. Generally, university communities and large cities were the first to adopt such systems, including Ann Arbor. However, due to technological advances allowing bikes to be locked and unlocked remotely, "dockless" bikeshare is now an option for communities who are interested in increasing the numbers of people with access to bikes, but without interest in investing in expensive docks.

Eastern Michigan University has been exploring dockless bikeshare on campus, and is in the process of negotiating an MOU with Spinbike, a dockless bikeshare operator, which would permit them to operate on campus under certain conditions and considerations; in return, EMU would exclude other bikeshare operators from campus. EMU has also been working, through their ENGAGE@EMU program, to improve transportation options for Ypsilanti Housing Commission residents. Seeing a natural connection, they applied for and were awarded a grant from the Washtenaw County Health Department to provide no-cost bikeshare rentals to YHC residents at New Parkridge Housing Community; this grant would also provide for the funding of an EMU graduate student and a local resident (with hiring preference given to residents of Hamilton Crossing or New Parkridge) to coordinate the retrieval-rebalancing, repair, and communication for the bike fleet. Tree Fort Bikes has been selected as the bike repair shop and storage location. EMU will provide the bike & helmet safety training module. It is anticipated that bikes will be placed in late April/early May; the grant cycle concludes in September. Thirty bikes would be placed at the outset.

However, as New Parkridge is located on City of Ypsilanti streets, staff recommends entering into an agreement with Spinbike similar to that planned by EMU. This agreement would require Spin to indemnify the City in case of a crash; require Spin to instruct their users on safe biking practice and bike parking etiquette; ensure that misplaced bikes are relocated in a timely fashion, and to provide for termination of the contract.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Draft agreement
Proposed agreement addendum

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2018 - 100
17 April 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City of Ypsilanti endeavors to be a leader in provision of active transportation;
and

Whereas, the City of Ypsilanti is a recognized Bike Friendly Community; and

Whereas, dockless bikeshare is an innovative new technology; and

Whereas, the City desires to ensure that the public right of way is kept safe for all users;

Now therefore be it resolved that the Ypsilanti City Council signs the "Stationless Bikeshare Pilot Program" agreement with Skinny Labs, Inc, dba Spin.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Ypsilanti, MI Stationless Bike Share Pilot Program

This Bike Sharing Services Agreement ("Agreement") is made by and between the City of Ypsilanti, a Michigan home rule city of One South Huron Street, Ypsilanti, MI 48197, ("City") and Skinny Labs, Inc. d.b.a. Spin, a Delaware corporation of 188 King Street #203, San Francisco, CA 94107, ("Spin"). City and Spin are each individually referred to as a "Party," and collectively, the "Parties."

RECITALS

- A. A goal of City is to provide safe and affordable multimodal transportation options to all residents, reduce traffic congestion, and maximize carbon-free mobility.
- B. Bike share services are a component to help the City achieve its transportation goals, and the City desires to make bike share services available to residents and those who work in the City.
- C. Spin proposes to operate a stationless bike share program within the City.
- D. Spin will abide by all City ordinances and rules governing the use of public right-of-way to efficiently and effectively provide bike share services.
- E. Spin possesses GPS, cell connectivity, and self-locking technology in its stationless bicycles such that its bicycles may be locked and unlocked by users with an app and tracked to provide for operations and maintenance ("Bike Fleet").
- F. The parties have also entered into an Addendum to this Agreement, which is attached hereto and incorporated by reference as if fully stated herein.

In consideration of the mutual covenants and representations set forth in this Agreement, City and Spin hereby agree to launch an exclusive pilot stationless bike share program as follows:

AGREEMENT

- 1. Pilot Program. Pursuant to the terms of this Agreement, the City hereby gives Spin a non-exclusive, revocable, and non-transferrable license to utilize the City public right-of-way in order to provide bike share services within the City. For purposes of this Agreement, the term public right-of-way ("ROW") refers to sidewalks, roads, and other pathways owned and maintained by the City. City hereby grants Spin the revocable right to operate a pilot stationless bikeshare program for term of this Agreement. City agrees that it will not enter into any other agreements for a similar program for the term of this Agreement.
- 2. License to Use City Right of Way. City authorizes Spin a non-exclusive license to use the ROW solely for the purposes of maintaining and offering its Bike Fleet for a stationless bike share program within the City. Authority to utilize the ROW for this Bike Fleet is dependent on compliance with all terms of this Agreement. This authorization is not a lease or an easement, and it is not intended and shall not be construed to transfer any real property interest in City property.
- 3. Permitted Use. Spin customers may use the ROW solely for riding and parking bicycles owned and maintained by Spin for use in the bike share program. Spin shall not place or construct any personal property, fixtures, or structures in the ROW without the prior written consent of City.

Use of the ROW, and Spin's operations within the City, shall, at a minimum:

- (a) not adversely affect the use or condition of the ROW;
- (b) not adversely affect the property of any third parties;
- (c) not inhibit pedestrian movement within the ROW; and
- (d) not create conditions which are a threat to public safety and security.

Upon termination of this Agreement by either party, Spin shall, at its sole cost and expense, immediately remove its property from the ROW.

4. Bike Parking.

- (a) Spin bikes may be parked in a legal manner in ROW, including public sidewalks, by individuals participating in the stationless bike sharing program. If Spin bikes are parked in a sidewalk, they must be parked to allow a five-foot clear path of travel. Bikes parked on private property will be allowed at the discretion of the private property owner. Spin will actively manage the Bike Fleet to ensure orderly parking and the free and unobstructed use of the ROW. The City, at its own discretion, may choose to support the bike sharing program with the installation of additional bike racks, painted bike parking spots, and/or recommended bike parking spots without racks or painting.
- (b) The City will notify Spin at support@spin.pm, through the customer service portal in the app, or by telephone 1-888-262-5189 for any bike that is parked, placed, or remaining in violation of this Agreement. Spin shall be responsible to correct improperly parked or placed bikes within 48 hours.
- (c) Spin shall deposit with the City Treasurer a performance bond in the amount of one thousand (\$1,000) dollars cash to be applied and defray any City costs in removing Spin bikes from the ROW, other City property, or private property upon the request of the property owner, when a bike is parked, placed, or remaining in violation of this Agreement and not corrected by Spin pursuant to paragraph 4(b). Spin shall replenish this bond to one thousand (\$1,000) dollars upon 24-hour notice by City by e-mail whenever the bond is less than five hundred (\$500) dollars.

5. Condition of City Right of Way.

- (a) City makes the ROW available to Spin in an "as-is" condition. City makes no representations or warranties concerning the condition of the ROW or its suitability for use by Spin or its customers, and it assumes no duty to warn either Spin or its customers concerning conditions that exist now or may arise in the future.
- (b) City assumes no liability for loss or damage to Spin's bikes or other property. Spin agrees that City is not responsible for providing security at any location where Spin's bikes are stored or located, and Spin hereby waives any claim against City in the event Spin's bikes or other property are lost or damaged.

6. Maintenance and Care of portion of City Right of Way. Spin expressly agrees to repair, replace, or otherwise restore any part or item of real or personal property that is damaged, lost, or destroyed as a result of Spin's and their customer's operation within the City. Should Spin fail to repair, replace, or otherwise restore such real or personal property, Spin expressly agrees to pay for the cost of making such repairs, replacements, or restorations. Spin agrees to protect, defend, and hold the City harmless from third-party claims pursuant to the provisions of the Addendum attached to this Agreement.

7. Operations and Maintenance. Spin shall be responsible for maintaining the Bike Fleet and be solely responsible for all maintenance and service costs in order to maintain the Bike Fleet and associated maintenance to a minimum level of service.
8. Compliance with Law. Spin, at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of the ROW and the operation of its stationless bike share program, including but not limited to laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for Spin's lawful use of the ROW or any portion thereof, Spin shall procure and maintain such license, permit, and/or governmental authorization throughout the term of this Agreement. City shall reasonably cooperate with Spin, at no additional cost to City, such that Spin can properly comply with this Section and be allowed to use the ROW.

Spin will take appropriate steps to ensure its customers are aware of and comply with all statutes, ordinances, regulations, and requirements for the operation of bicycles in the ROW, as discussed herein. This shall include, at a minimum, education and training when customers sign up with Spin for services as well as making such information available to customers upon request.

9. Required Reports. Spin shall provide reports to the City concerning utilization of its bikes and bike route usage not less than quarterly.
10. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or liability company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.
11. Term. This Agreement shall commence on the date it is and the attached Addendum are fully executed and delivered by both parties ("Effective Date"). The initial term of this Agreement shall continue for 12 months from the Effective Date unless terminated earlier pursuant to this Agreement ("Initial Term"). Unless terminated, this Agreement shall continue on a month-to-month basis ("Extended Term").
12. Termination. During the Initial Term, this Agreement may be terminated 30 days after delivery of written notice from City to Spin terminating this agreement for any reason, or for no reason. This Agreement may be terminated during the Extended Term, effective immediately, by either party upon written notice to the other. This Agreement is not transferrable or assignable and shall be terminated effective immediately upon any attempt to so transfer or assign.
13. Counterparts. This agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have read, understand, and agree to the terms herein, having duly executed and delivered this agreement on the day and year referenced below. Each signor affirms that they are duly authorized to sign on behalf of their respective organization.

CITY OF YPSILANTI

Amanda Edmonds
Mayor

Dated: _____

Frances McMullan
Clerk

Dated: _____

SKINNY LABS. INC. (D.B.A. "SPIN")



✓

Kyle Rowe
Head of Government Partnerships

Dated: 03/28/2018

APPROVED AS TO FORM:

John M. Barr P-10475
Ypsilanti City Attorney

ADDENDUM TO AGREEMENT

This Addendum shall be a part of a certain Agreement between the CITY OF YPSILANTI, a Michigan municipal home-rule city of One South Huron Street, Ypsilanti, Michigan 48197 referred to as "CITY", and Skinny Labs, Inc., a Delaware corporation of 188 King Street #203, San Francisco, CA 94107 referred to as "CONTRACTOR."

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.

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.

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

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

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.

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

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.

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.

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.

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."

Insurance.

The CONTRACTOR, prior to commencing operation, shall provide at its 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.

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.

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

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.

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

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

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.

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.

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

YES <u> X </u>	NO <u> </u>	1)	Comprehensive General Liability
YES <u> X </u>	NO <u> </u>	2)	Automobile Liability
YES <u> </u>	NO <u> X </u>	3)	Owners Contractors Protective Liability

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

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

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

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

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

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.

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, shall become due to the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

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."

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.

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.

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.

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.

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

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.

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.

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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have set their hands this 28th day of March, 2018.

CONTRACTOR



BY: _____

Kyle Rowe
Head of Government Partnerships

CITY OF YPSILANTI

BY: _____

Amanda Edmonds
Mayor

BY: _____

Frances McMullan
Clerk

APPROVED AS TO FORM:

JOHN M. BARR P-10475
Ypsilanti City Attorney

ADDENDUM TO AGREEMENT

This Addendum shall be a part of a certain Agreement between the CITY OF YPSILANTI, a Michigan municipal home-rule city of One South Huron Street, Ypsilanti, Michigan 48197 referred to as "CITY", and Skinny Labs, Inc., a Delaware corporation of 188 King Street #203, San Francisco, CA 94107 referred to as "CONTRACTOR."

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

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

5. 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.

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

7. 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.

8. 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.

9. 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.

10. 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."

11. Insurance.

a. The CONTRACTOR, prior to commencing operation, shall provide at its 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 <u> X </u>	NO <u> </u>	1)	Comprehensive General Liability
YES <u> X </u>	NO <u> </u>	2)	Automobile Liability
YES <u> </u>	NO <u> X </u>	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) Disability Benefits: The CONTRACTOR shall provide proof of compliance with the Disability Benefits Law. (If applicable).

(5) 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. 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, shall become due to the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

h. 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."

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13. 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.

14. 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.

15. 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.

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

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(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.

18. 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.

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

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.

[SIGNATURES ON NEXT PAGE]

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

CONTRACTOR

CITY OF YPSILANTI

BY: _____
Christopher King
Campus Partnerships Manager

BY: _____
Amanda Edmonds
Mayor

BY: _____
Frances McMullan
Clerk

APPROVED AS TO FORM:

JOHN M. BARR P-10475
Ypsilanti City Attorney



EMU & The City of Ypsilanti: Partners to Support Our Community

1. Public Safety

EMU's Department of Public Safety – with a Detective Bureau and canine unit – patrols off-campus every day to supplement Ypsilanti Police efforts. In 2017, EMU police:

- ✓ responded to over 3,300 calls for service in the City;
- ✓ provided canine unit services for a variety of City activities; and
- ✓ partnered with the City in numerous joint response activities.

2. The Family Empowerment Program (FEP)

The [FEP](#), housed and managed by EMU, is the largest service-providing organization for Ypsilanti Housing Commission (YHC) families. On-site social workers provide support for 270 YHC families by serving as a key resource for social, health and economic access, education and community navigation.

3. Ypsilanti Community Schools Partnerships

[Bright Futures](#) provides high quality out-of-school programs in all YCS early elementary, elementary, and middle schools, as well as Ypsilanti High School. Features include:

- ✓ after-school meetings for three hours per day, Monday through Thursday, 32 weeks during the school year and six (6) weeks in the summer;
- ✓ daily homework help, targeted academic assistance, and mentoring; and
- ✓ activities focusing on student interests in science, arts, technology, engineering, culinary, and physical fitness.

[EMU Upward Bound](#) has been part of the Ypsilanti community since 1967. Located in Ypsilanti High School, it provides academic support, leadership development, mentoring, and career & college exploration to students who desire a collegiate education by.

[School-Based Counseling Clinics \(SBCCs\)](#) are managed by EMU in partnership with YCS to offer free counseling services during the school day to students at Community High School (grades 9-12), Estabrook Learning Community (grades 2-8), WIMA (grades 6-8), and WIHi (grades 9-12).

[College Coaching Corps](#) helps middle- and high-school students pursue postsecondary educational opportunities. EMU College Coaches are Graduate Assistants who help students navigate the complex and costly steps toward college enrollment or other postsecondary education, with a focus on low-income, first generation students. College Coaching Corps is part of Ypsilanti High School and Ypsilanti Middle School.

[Athletic Support Academic Project \(ASAP\)](#) is a year-round mentoring/tutoring program for Ypsilanti High School's student athletes coordinated and funded by EMU. Trained EMU students facilitate the after-school sessions. Originally working with the Men's Football teams, ASAP has expanded its services to all sports teams. During its first year, ASAP student GPAs increased dramatically.

4. Community Work Study

The [Community Work-Study Program](#) partnered with 15 nonprofit or government organizations based in Ypsilanti between August 2016 and December 2017. 52 students were placed with these organizations during that time, working 4,879.5 hours. The value of student work placements was \$117,791.13 for all organizations in Ypsilanti. Recent examples include Riverside Arts Center and Ypsilanti Meals on Wheels.

5. LiveYpsi

[LiveYpsi](#) is funded by EMU and Washtenaw County to provide funds to EMU employees to buy homes in Ypsilanti. LiveYpsi has helped over 50 people buy homes in the area, thereby increasing the economic and neighborhood investment in the community.

6. The Collaborative Child Care Center

The Collaborative, a YMCA-operated early-childhood center, is scheduled to open in the former Chapelle Elementary School building in 2018. In partnership with YCS, EMU and YHC, The Collaborative will be the third accredited child care center in Ypsilanti with a focus on providing high quality, low-cost child care for EMU students with children, YCS families, and YHC families.

7. Black Ypsilanti: A History (Historical Signage Project)

This [project](#) gives voice to the dynamic, yet under-reported, history of the Black community in Ypsilanti. From the pre-Civil War period through the 1970s, Ypsilanti was home to one of the most vibrant African-American communities in Michigan - a community of trailblazers in early childhood education, civic life, and abolitionist activity.

8. Riverside Arts Center (RAC)

EMU faculty and students received a prestigious national design grant entitled for their [proposal](#) to transform the RAC from a rental space for arts events to a local community hub. The design team is creating branding materials for the RAC including a new logo, promotional street banners, building signage, and brochures.

9. Community Based-Learning (CBL) and Academic Service-Learning (AS-L)

An average of 25-30 CBL and AS-L [courses](#) are offered each semester that engage 600+ EMU students in collaborative project work with Ypsilanti non-profit groups including Ozone House, Corner Health, and the City of Ypsilanti.

10. Bike Share

EMU and the Ypsilanti Housing Commission (New Parkridge) received a grant to create and manage a bike sharing program for New Parkridge residents as well as EMU students and employees. The program is scheduled to launch in Fall 2018.

www.emich.edu/engage



5



Resolution No. 2018-101
April 17, 2018

WHEREAS, the Prospect Park playground is in great need of maintenance; and

WHEREAS, Ypsilanti Proud Day is Saturday, May 19, 2018; and

WHEREAS, The Friends of Prospect Park, YIES-PTO and the Ypsilanti Community Schools are partnering to re-mulch the Prospect Park playground on Ypsilanti Proud Day; and

WHEREAS, the City Parks and Recreation Commission has recommended that the Capital Park Fund be used to purchase the mulch and matting for an amount not to exceed \$8,500.

NOW THEREFORE IT BE RESOLVED THAT the City Council authorize the expenditure of an amount not to exceed \$8,500 from the Capital Park Fund for the purchase of mulch and matting for Prospect Park.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Park Capital Improvement Fees & Expenditures				
ACCT #: 101-4-7170-607-03, 101-7-7170-818-10 & 101-273-19				
AS OF 2/28/2018				
<u>Receipt Date</u>	<u>Description</u>	<u>Amount Received</u>	<u>Amount Spent</u>	<u>Balance Available</u>
	<u>FY 2010-2011</u>			
5/11/2011	Ypsilanti Heritage Festival	3,000.00		3,000.00
6/2/2011	Summer Beer Festival	2,000.00		5,000.00
6/8/2011	Mi Roots Jamboree	2,000.00		7,000.00
6/29/2011	Michigan Elvis Fest 7/8/11-7/9/11	2,000.00		9,000.00
	<u>FY 2011-2012</u>			
7/31/2012	Brewers guild	2,000.00		11,000.00
8/13/2012	Ypsilanti Heritage Festival	3,000.00		14,000.00
12/20/2012	Elvis Fest Inv # 201212031275 DTD 12/3/12	2,000.00		16,000.00
6/20/2013	Ton-up	1,000.00		17,000.00
6/20/2013	MI Brewers	2,000.00		19,000.00
	<u>FY 2012-2013</u>			
10/16/2012	Repair swing set at Prospect Park		730.00	18,270.00
11/27/2012	Candy Cane playground equipment upgrade		8,390.00	9,880.00
4/23/2013	Lumber for Tridge		723.48	9,156.52
4/23/2013	Lumber for Tridge		4,558.17	4,598.35
4/30/2012	Fasteners for Tridge		602.90	3,995.45
5/1/2013	Heanlok		134.95	3,860.50
5/7/2013	Fasteners for Tridge		1,326.38	2,534.12
5/29/2013	Fasteners for Tridge		49.00	2,485.12
6/11/2013	Supplies for Tridge		1,591.98	893.14
	<u>FY 2013-2014</u>			
7/2/2013	Elvis Fest	2,000.00		2,893.14
8/13/2013	Heritage Festival	3,000.00		5,893.14
8/22/2013	QVC Filming	1,250.00		7,143.14
4/1/2014	Vintage Volkswagon Festival	250.00		7,393.14
4/1/2014	Easter Egg Scramble	250.00		7,643.14
4/7/2014	Ypsi Area Street Pods	500.00		8,143.14
4/10/2014	Eastern MI Camaro Club	500.00		8,643.14
6/12/2014	Mid America Musical Bix	250.00		8,893.14
6/13/2014	Color Run	1,000.00		9,893.14
6/30/2014	Mic expenses		465.88	9,427.26
	<u>FY 2014-2015</u>			
7/7/2014	Michigan Brewers	2,000.00		11,427.26
7/7/2014	Elvis Fest	2,000.00		13,427.26
7/15/2014	Concrete mix for Charles Tot Lot		290.64	13,136.62
7/16/2014	Pitchfork for Charles Tot Lot		44.99	13,091.63
7/16/2014	Tools & Supplies for Charles Tot Lot		91.23	13,000.40

Park Capital Improvement Fees & Expenditures				
ACCT #: 101-4-7170-607-03, 101-7-7170-818-10 & 101-273-19				
AS OF 2/28/2018				
<u>Receipt Date</u>	<u>Description</u>	<u>Amount Received</u>	<u>Amount Spent</u>	<u>Balance Available</u>
7/16/2014	Playground Equipment for Charles Tot Lot		6,763.00	6,237.40
7/23/2014	Heritage Festival	3,000.00		9,237.40
8/5/2014	Swing Set-Candy Cane		1,508.00	7,729.40
9/17/2014	Ypsi Auto Heritage Museum-Orphan car show	250.00		7,979.40
10/28/2014	Playground Equipment Installation		400.00	7,579.40
10/28/2014	Concrete on Candy Cane		355.00	7,224.40
2/13/2015	Michigan Vintage VW Club	250.00		7,474.40
2/25/2015	2015 Muster	250.00		7,724.40
3/12/2015	Ypsi Garden Club	500.00		8,224.40
10/31/2014	Candy Cane		465.88	7,758.52
3/27/2015	Camaro Superfest	500.00		8,258.52
3/27/2015	Color Run June 2015	1,000.00		9,258.52
5/12/2015	Ypsi Pops Concert	250.00		9,508.52
5/12/2015	Kazoo Run	250.00		9,758.52
6/19/2015	Elvis Fest Fees	2,000.00		11,758.52
6/19/2015	Michigan Brewers Guild	2,500.00		14,258.52
6/26/2015	Heritage Festival	3,000.00		17,258.52
	<u>FY 2015-2016</u>			
11/25/2015	Camaro Super Fest	500.00		17,758.52
2/26/2016	ELEC & SIGNATURE & MASTER 2016	250.00		18,008.52
3/1/2016	ORPHAN CAR SHOW	250.00		18,258.52
3/16/2016	VINTAGE VOLKSWAGEN CLUB	500.00		18,758.52
4/13/2016	STEPS REPLACE AT RIVERSIDE PK		1,595.00	17,163.52
4/14/2016	YPSI AREA STREET ROD	500.00		17,663.52
4/21/2016	DECK REPAIR & REPLACE GAZEBO		2,400.00	15,263.52
5/23/2016	YPSILANTI PIPS CONCERT	250.00		15,513.52
5/26/2016	THE COLOR RUN	1,000.00		16,513.52
6/21/2016	THE ELVIS FEST	2,000.00		18,513.52
	<u>FY 2016-2017</u>			
7/1/2016	SUMMER BEER FESTIVAL	2,500.00		21,013.52
7/7/2016	ORPHAN CAR SHOW	250.00		21,263.52
7/8/2016	HERITAGE FESTIVAL	1,500.00		22,763.52
10/17/2016	PORT A JOHN		105.00	22,658.52
2/17/2017	EASTREN CAMARO CLUB	500.00		23,158.52
3/6/2017	MI VINTAGE VOLKSWAGEN	250.00		23,408.52
3/6/2017	COLOR RUN	250.00		23,658.52
3/16/2017	YPSI AREA STREET RODS SHOW	500.00		24,158.52
3/31/2017	FIRE TRUCK MUSTER	250.00		24,408.52
5/3/2017	YPSI POPS CONCERT	250.00		24,658.52
5/12/2017	2017 BREWERS GUILD BEER FEST	2,500.00		27,158.52

Park Capital Improvement Fees & Expenditures				
ACCT #: 101-4-7170-607-03, 101-7-7170-818-10 & 101-273-19				
AS OF 2/28/2018				
<u>Receipt Date</u>	<u>Description</u>	Amount Received	Amount Spent	Balance Available
5/15/2017	YPSI HERITAGE FESTIVAL	2,250.00		29,408.52
6/12/2017	ELVIS FEST	2,000.00		31,408.52
	<u>FY 2017-2018</u>			
9/11/2017	ORPHAN CAR SHOW	250.00		31,658.52
2/13/2018	REPAIR GAZEBO		215.00	31,443.52
S:\Clerk's Office\CITY COUNCIL MEETINGS\CITY COUNCIL MEETINGS\2018 City Council Meeting\04-17-18\Prospect				
4/13/18 3:48 PM				



Resolution No. 2018-102
April 17, 2018

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, APRIL 17, 2018
6:00 p.m.

I. CALL TO ORDER –

The meeting was called to order at 6:04 p.m.

II. ROLL CALL –

Council Member Bashert	Present	Council Member Robb	Present
Mayor Pro-Tem Brown	Absent	Council Member Vogt (7:45)	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

VI. CLOSED SESSION -

Closed session to discuss collective bargaining strategy pursuant to OMA 15.268, Section (8)(c)

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

Approved: Yes – 5; No – 0; Absent – 2 (Brown, Vogt)

Adjourned to Closed Session at 6:08 p.m.

Reconvened to Open Session at 7:07 p.m.

Council Member Bashert moved, seconded by Council Member Murdock to hear Resolutions No. 2018-082, Ozone House PUD, next on the agenda.

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

VII. ORDINANCES – FIRST READING –

Ordinance No. 1307

1. Ozone House Planned Unit Development (PUD) for 1600 Huron River Drive (Huron/Superior vacant lot)

A. Resolution No. 2018-082, determination

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

Approved: Yes – 5; No – 0; Absent – 2 (Brown, Vogt)

B. Open public hearing

C. Resolution No. 2018-083, close public hearing

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

Approved: Yes – 5; No – 0; Absent – 2 (Brown, Vogt)

VIII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2018-042, approving the issuance of revenue notes for the Eastern Michigan University Parking System (**Postponed 3/6/2018**)
Offered By: Council Member Murdock; Seconded By: Council Member Vogt
Approved: Yes – 4; No – 2 (Robb, Edmonds); Absent – 1 (Brown)

IX. INTRODUCTIONS

X. PRESENTATIONS –

XI. AUDIENCE PARTICIPATION –

XII. REMARKS BY THE MAYOR –

XIII. ORDINANCES – FIRST READING –

2. ~~Ozone House Planned Unit Development (PUD) for 1600 Huron River Drive (Huron/Superior vacant lot)~~
~~A. Resolution No. 2018-082, determination~~
~~B. Open public hearing~~
~~C. Resolution No. 2018-083, close public hearing~~
(Moved and Heard immediately following Section VI, Closed Session)
Ordinance No. 1307
1. Bell-Kramer Well Prohibition
A. Resolution No. 2018-084, determination
Offered By: Council Member Richardson; Seconded By: Council Member Bashert
Approved: Yes – 6; No – 0; Absent – 1 (Brown)
B. Open public hearing
C. Resolution No. 2018-085, close public hearing
Offered By: Council Member Richardson; Seconded By: Council Member Vogt
Approved: Yes – 6; No – 0; Absent – 1 (Brown)
Ordinance No. 1308
2. Former City Landfill Well Prohibition
A. Open public hearing
B. Resolution No. 2018-086, close public hearing
Offered By: Council Member Richardson; Seconded By: Council Member Vogt
Approved: Yes – 6; No – 0; Absent – 1 (Brown)

XIV. CONSENT AGENDA I –

Resolution No. 2018-088

1. Resolution No. 2018-089, approving minutes of April 3, 2018
Offered By: Council Member Robb; Seconded By: Council Member Vogt
Approved: Yes – 6; No – 0; Absent – 1 (Brown)
2. Resolution No. 2018-090, approving contract with Carr's Outdoor Services, Inc. for the 2018 City of Ypsilanti Pavement Maintenance Program
Offered By: Council Member Robb; Seconded By: Council Member Vogt
Approved: Yes – 6; No – 0; Absent – 1 (Brown)

XV. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. ~~Resolution No. 2018-042, approving the issuance of revenue notes for the Eastern Michigan University Parking System~~ **(Postponed 3/6/2018) (Moved and Heard immediately following Ordinance 1307)**
2. Resolution No. 2018-091, regarding the China Trip Investigation Report
Offered By: Council Member Vogt; Seconded By: Council Member Bashert
Approved: Yes – 4; No – 1 (Richardson); Abstain – 1 (Edmonds); Absent – 1 (Brown)
3. Resolution No. 2018-092, regarding the China Trip Investigation Report
Offered By: Council Member Vogt; Seconded By: Council Member Murdock
Failed: Yes – 3; No – 2 (Richardson, Robb); Abstain – 1 (Edmonds); Absent – 1 (Brown)

Council Member Robb moved, seconded by Council Member Murdock to add Resolution No. 2018-087, Consent Agenda II.
Approved: Yes – 6; No – 0; Absent – 1 (Brown)

XVI. CONSENT AGENDA II–

Resolution No. 2018-088A

1. Resolution No. 2018-093, approving contract with Complus Data Innovations, Inc. (CDI) for parking services
Offered By: Council Member Robb; Seconded By: Council Member Murdock
Approved: Yes – 5; No – 1 (Edmonds); Absent – 1 (Brown)
2. Resolution No. 2018-095, confirming the City Manager's reappointment of City Attorney for an additional one-year term and approval of an extension of the City Attorney Service Agreement
Offered By: Council Member Robb; Seconded By: Council Member Murdock
Approved: Yes – 5; No – 1 (Edmonds); Absent – 1 (Brown)
3. Resolution No. 2018-096, approving the rejection of Bid for Prospect/Maus Intersection Improvement Project
Offered By: Council Member Robb; Seconded By: Council Member Murdock
Approved: Yes – 5; No – 1 (Edmonds); Absent – 1 (Brown)
4. Resolution No. 2018-097, approving application to Local Bridge Program for Forest Avenue Bridge
Offered By: Council Member Robb; Seconded By: Council Member Murdock
Approved: Yes – 5; No – 1 (Edmonds); Absent – 1 (Brown)
5. Resolution No. 2018-098, approving application to Local Bridge Program for Factory and LeForge Street Bridges
Offered By: Council Member Robb; Seconded By: Council Member Murdock
Approved: Yes – 5; No – 1 (Edmonds); Absent – 1 (Brown)
6. Resolution No. 2018-099, approving application to State and Federal Bridge Program for Cross Street Bridge
Offered By: Council Member Robb; Seconded By: Council Member Murdock
Approved: Yes – 5; No – 1 (Edmonds); Absent – 1 (Brown)

XVII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2018-094, approving the Rental Inspection Fee Schedule Update
Offered By: Council Member Richardson; Seconded By: Council Member Vogt
Tabled (May 1, 2018): Yes – 5; No – 1 (Robb); Absent – 1 (Brown)
2. Resolution No. 2018-093, approving contract with Complus Data Innovations, Inc. (CDI) for parking services **(Moved to Consent Agenda II)**
3. Resolution No. 2018-094A, approving Pre-payment of Rental Fees
4. Resolution No. 2018-095, confirming the City Manager's reappointment of City Attorney for an additional one-year term and approval of an extension of the City Attorney Service Agreement **(Moved to Consent Agenda II)**
5. Resolution No. 2018-096, approving the rejection of Bid for Prospect/Maus Intersection Improvement Project **(Moved to Consent Agenda II)**
6. Resolution No. 2018-097, approving application to Local Bridge Program for Forest Avenue Bridge **(Moved to Consent Agenda II)**
7. Resolution No. 2018-098, approving application to Local Bridge Program for Factory and LeForge Street Bridges **(Moved to Consent Agenda II)**
8. Resolution No. 2018-099, approving application to State and Federal Bridge Program for Cross Street Bridge **(Moved to Consent Agenda II)**
9. Resolution No. 2018-100, approving Bike Sharing Pilot with the Ypsilanti Housing Commission and EMU at New Parkridge
Offered By: Council Member Bashert; Seconded By: Council Member Murdock
Approved: Yes – 6; No – 0; Absent – 1 (Brown)
10. Resolution No. 2018-101, authorizing the expenditure of an amount not to exceed \$8,500 from the Capital Park Fund for the purchase of Mulch and Matting for Prospect Park
Offered By: Council Member Murdock; Seconded By: Council Member Robb
Approved: Yes – 6; No – 0; Absent – 1 (Brown)
11. Resolution No. 2018-103, appointing Joe Meyers as Interim Economic Development Director.
Offered By: Council Member Richardson; Seconded By: Council Member Bashert
Approved: Yes – 6; No – 0; Absent – 1 (Brown)

XVIII. 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

XIX. COUNCIL PROPOSED BUSINESS –

XX. COMMUNICATIONS FROM THE MAYOR –

XXI. COMMUNICATIONS FROM THE CITY MANAGER –

XXII. COMMUNICATIONS –

XX. AUDIENCE PARTICIPATION –

XXI. REMARKS FROM THE MAYOR –

XXII. ADJOURNMENT –

Resolution No. 2018-102, adjourning the City Council meeting
The meeting adjourned at 12:05 a.m.