

1. Council Meeting Agenda

Documents:

[08-28-18 FINAL AGENDA.PDF](#)

2. Council Meeting Packet

Documents:

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



**CITY OF YPSILANTI
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS - ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, AUGUST 28, 2018
7:00 p.m.**

I. CALL TO ORDER –

II. ROLL CALL –

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

III. INVOCATION –

IV. PLEDGE OF ALLEGIANCE –

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

V. AGENDA APPROVAL –

VI. INTRODUCTIONS

VII. PRESENTATIONS –

VIII. AUDIENCE PARTICIPATION –

IX. REMARKS BY THE MAYOR –

X. ORDINANCES - FIRST READING –

Ordinance No. 1322

1. An ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances, City of Ypsilanti to adjust water service rates.

- A. Resolution No. 2018-210, determination
- B. Public Hearing
- C. Resolution No. 2018-211, close public hearing

Ordinance No. 1323

2. An ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances, City of Ypsilanti, to adjust sewage disposal rates.

- A. Resolution No. 2018-212, determination
- B. Public Hearing
- C. Resolution No. 2018-213, close public hearing.

Ordinance No. 1324

3. An ordinance to repeal Chapter 106, Article V, Section 106-499 of the City of Ypsilanti Code of Ordinances which provides for a restricted debt retirement and capital improvement fund surcharge on water service and sewage disposal bills, because said surcharge is now a part of and fully included in the readiness-to-serve and commodity rates established by the sewer rate ordinance at Chapter 106, Article V, Section 106-454(a) and established by the water rate ordinance at Chapter 106, Article V, Section 106-454(b), each rate ordinance being effective October 11, 2018.
 - A. Resolution No. 2018-214, determination
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 - C. Resolution No. 2018-215, close public hearing
4. Motion to Reconsider Ordinance No. 1320, to amend Chapter 58, Article IV, Division 1 of the Ypsilanti City Code of Ordinances to require that landlords share certain information with their tenants upon occupancy.

IX. CONSENT AGENDA –

Resolution No. 2018-216

1. Resolution No. 2018-217, approving minutes of August 14, 2018.
2. Resolution No. 2018-218, approving appointments to boards and commissions.
3. Resolution No. 2018-216A, approving Ordinance 1321 to amend Chapter 58, Article III, Division 1, Section 58-62 of the Ypsilanti City Code of Ordinances to provide further clarification of the definitions of the terms 'income' and 'disability' for the purposes of discrimination.
(Second Reading)

X. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Discussion regarding public recycling bins.
2. Resolution No. 2018-195, accepting City Manager performance review. **(8/14/18)**
3. Resolution No. 2018-203, approving 2% wage increase for City Manager Darwin McClary and City Clerk Frances McMullan effective this fiscal year (7/1/2018). **(8/14/18)**
4. Resolution No. 2018-197, approving Fireworks Display Permit Application from Andrew Espenshade of ACE Pyro, LLC on behalf of Eastern Michigan University to allow fireworks at Rynerson Stadium. **(8/14/18)**
5. Resolution No. 2018-219, approving non-resident appointment to the YDDA.
6. Resolution No. 2018-220, approving purchase agreement for 220 N. Park St.
7. Resolution No. 2018-221, waiving the 1% tax administrative fee.
8. Resolution No. 2018-222, authorizing signature administrator.

9. Resolution No. 2018-223, approving the request to be a sponsor of the 2018 Ypsi Family Read event in the amount of \$1695.
10. Discussion regarding request for funds for Police Advisory Commission.
11. Resolution No. 2018-224, approving the Intergovernmental Agreement for Recycling Drop-Off Services between the City and Township of Ypsilanti

XI. LIAISON REPORTS –

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Urban County
- D. Ypsilanti Downtown Development Authority
- E. Ypsilanti Youth Safety Collaborative
- F. Friends of Rutherford Pool
- G. Housing Equity Leadership Team

XII. COUNCIL PROPOSED BUSINESS –

XIII. COMMUNICATIONS FROM THE MAYOR –

Nomination:

AAATA Board

Jesse Miller (replacing Gillian Ream Gainsley)
93 Oakwood
Ypsilanti, MI 48197
Expiration: May 1, 2023

Sustainability Commission

Katherine Greenwald (EMU Seat – Non-Resident)
1150 W Clark Rd
Ypsilanti, MI 48198
Expiration: May 1, 2022

XIV. COMMUNICATIONS FROM THE CITY MANAGER –

XV. COMMUNICATIONS –

- 2017 Annual Report – Reimagine Washtenaw
- Resolution 2018-08-002 – Adoption of Public Recycling Bins Adjacent to All Public Trash Cans (Sustainability Commission)
- August 13, 2018 Sustainability Commission meeting minutes
- Ypsilanti Police Advisory Commission Update Overview

XX. AUDIENCE PARTICIPATION –

XXI. REMARKS FROM THE MAYOR –

XXII. ADJOURNMENT –

Resolution No. 2018-225, adjourning the City Council meeting



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Dedicated to Providing Top Quality, Cost Effective, and
Environmentally Safe Water and Wastewater Services to Our Customers

YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: 734-484-4600
WEBSITE: www.ycua.org

July 27, 2018

VIA EMAIL and USPS

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

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

Dear Frances:

Enclosed is a letter to City Council regarding a change to the water and sewer rate structure for City Division customers. Also included are the three ordinances requiring approval as well as supporting documentation. On August 22, 2018, the YCUA Board of Commissioners will be considering the recommendation to City Council for the adjustments indicated.

Please place these items on the City Council agenda for a first reading on August 28th and a second reading on September 11th so that the ordinances, if approved, can go into effect October 11, 2018.

Also, please forward to the City Council members the supporting documentation included for their use in considering these ordinance requests.

If you have any questions, please contact me.

Sincerely,

JEFF CASTRO, Director
Ypsilanti Community Utilities Authority

JC/kks

Enclosures

cc w/encl.: YCUA Board of Commissioners
Mr. Thomas E. Daniels
cc: Mr. Dwayne Harrigan
Ms. Venita Terry



Resolution No. 2018-210
August 28, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an Ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to increase water rates within the City of Ypsilanti be approved on First Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

ORDINANCE NO. 2018- 1322

An Ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances, City of Ypsilanti, to adjust water service rates.

BE IT ORDAINED BY THE CITY OF YPSILANTI, that:

Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances shall be amended as follows:

(b) For all billings rendered prior to October 11, 2018, existing water service rates shall prevail. For all billings rendered on or after October 11, 2018, water service rates shall be as follows, for each bi-monthly (two month) period:

(1) Readiness-to-serve rates based upon size of meter:

Meter Size (inch)	Sewage Rate
5/8-3/4	\$ 18.57
1	\$ 46.43
1-1/2	\$ 92.85
2	\$ 148.56
3	\$ 464.25
4	\$ 928.50
6	\$ 1,857.00
8	\$ 3,249.75
10	\$ 5,106.75
12	\$ 6,035.25

(2) Commodity rate: \$5.31 per 100 cubic feet

* * * * *

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

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

, Mayor

, City Clerk

ATTEST

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



Resolution No. 2018-211
August 28, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That a public hearing on an Ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to increase water rates within the City of Ypsilanti be officially closed.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2018-212
August 28, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT an Ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances, City of Ypsilanti, to adjust sewage disposal rates approved on First Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:

ORDINANCE NO. 2018- 1323

An Ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances, City of Ypsilanti, to adjust sewage disposal rates.

BE IT ORDAINED BY THE CITY OF YPSILANTI, that:

Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances shall be amended as follows:

(a) For all billings rendered prior to October 11, 2018, existing sewage disposal rates shall prevail. For all billings rendered on or after October 11, 2018, sewage disposal rates shall be as follows, for each bi-monthly (two month) period:

(1) Readiness-to-serve rates based upon size of meter:

Meter Size (inch)	Sewage Rate
5/8-3/4	\$ 16.41
1	\$ 41.02
1-1/2	\$ 82.03
2	\$ 131.25
3	\$ 410.17
4	\$ 820.33
6	\$ 1,640.67
8	\$ 2,871.17
10	\$ 4,511.83
12	\$ 5,332.17

(2) Commodity rate: \$2.93 per 100 cubic feet

* * * * *

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

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

, Mayor

, City Clerk

ATTEST

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



Resolution No. 2018-213
August 28, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT a public hearing on an Ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances, City of Ypsilanti, to adjust sewage disposal rates be officially closed.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



Resolution No. 2018-214
August 28, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT An Ordinance to repeal Chapter 106, Article V, Section 106-499 of the City of Ypsilanti Code of Ordinances which provides for a restricted debt retirement and capital improvement fund surcharge on water service and sewage disposal bills, because said surcharge is now a part of and fully included in the readiness-to-serve and commodity rates established by the sewer rate ordinance at Chapter 106, Article V, Section 106-454(a) and established by the water rate ordinance at Chapter 106, Article V, Section 106-454(b), each rate ordinance being effective October 11, 2018 be approved on First Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

ORDINANCE NO. 2018-1324

An Ordinance to repeal Chapter 106, Article V, Section 106-499 of the City of Ypsilanti Code of Ordinances which provides for a restricted debt retirement and capital improvement fund surcharge on water service and sewage disposal bills, because said surcharge is now a part of and fully included in the readiness-to-serve and commodity rates established by the sewer rate ordinance at Chapter 106, Article V, Section 106-454(a) and established by the water rate ordinance at Chapter 106, Article V, Section 106-454(b), each rate ordinance being effective October 11, 2018.

BE IT ORDAINED BY THE CITY OF YPSILANTI, that:

Effective October 11, 2018, Chapter 106, Article V, Section 106-499 of the Code of Ordinances is repealed.

* * * * *

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

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

_____, Mayor

_____, City Clerk

ATTEST

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



Resolution No. 2018-215
August 28, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT a public hearing on an Ordinance to repeal Chapter 106, Article V, Section 106-499 of the City of Ypsilanti Code of Ordinances which provides for a restricted debt retirement and capital improvement fund surcharge on water service and sewage disposal bills, because said surcharge is now a part of and fully included in the readiness-to-serve and commodity rates established by the sewer rate ordinance at Chapter 106, Article V, Section 106-454(a) and established by the water rate ordinance at Chapter 106, Article V, Section 106-454(b), each rate ordinance being effective October 11, 2018 be officially closed.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**Barr,
Anhut &
Associates, P.C.**

ATTORNEYS AT LAW

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

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

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

REQUEST FOR LEGISLATION

DATE: August 9, 2018

FROM: Daniel J. DuChene, Assistant Ypsilanti City Attorney

SUBJECT: An ordinance to amend Chapter 58, Article IV, Division 1 of the Ypsilanti City Code of Ordinances to require that landlords share certain information with their tenants upon occupancy

SUMMARY/BACKGROUND

City Council expressed an interest in requiring that landlords provide certain information to their tenants upon occupancy and directed this office to review similar requirements of the cities of Ann Arbor and East Lansing. After conducting this review, the attached ordinance is presented for consideration. The ordinance requires that certain information be prepared and approved by City Council, then made available to landlords at no cost for distribution to their tenants. Likewise, this information would also be made available to tenants at no cost, if they want to pick it up directly from the City. Drafts of this information have been circulated for review. Consideration of the specific material will be presented to City Council by resolution at a later meeting if the ordinance presented is adopted.

DATE RECEIVED: _____ **AGENDA ITEM NO.** Res. No. 2018-187

CITY MANAGER COMMENTS: _____

FOR AGENDA OF: 8/14/18 **FINANCE DIR. APPROVAL:** _____

COUNCIL ACTION TAKEN: _____



Resolution No. 2018-187
August 14, 2018
August 28, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "An ordinance to amend Chapter 58, Article IV, Division 1 of the Ypsilanti City Code of Ordinances to require that landlords share certain information with their tenants upon occupancy" be approved on First Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1320**

An ordinance to amend Chapter 58, Article IV, Division 1 of the Ypsilanti City Code of Ordinances to require that landlords share certain information with their tenants upon occupancy

- 1. THE CITY OF YPSILANTI HEREBY ORDAINS** that Chapter 58, Article IV, Division 1 of its Code of Ordinances be amended to add a new Section 58-123, to read as follows:

Sec. 58-123. – Information to be provided at occupancy.

At the time occupancy is given to a tenant of a residential premises, the landlord shall provide each tenant with specific information regarding voting and elections, discrimination, and tenants' rights and responsibilities in the City of Ypsilanti. Such specific information shall be approved by resolution of City Council. The City Clerk shall make the information approved by City Council available to local landlords and their agents to pick-up without charge for distribution by landlords to tenants. The City shall make available to landlords sufficient copies of the information to permit landlords to comply with this section. A landlord shall be deemed to have furnished a tenant a copy of the information if the landlord mails it to the tenant or gives a copy of the information to the tenant in person. Tenants and prospective tenants may also pick up a copy of the information at the City Clerk's office without charge.

The failure of a landlord to comply with this section shall not be construed to affect the validity of the lease or the enforcement of any provisions of a lease. A violation of this section shall be deemed a misdemeanor. The words, terms, and phrases used in this section shall have the meanings ascribed to them in Division 2, Section 58-136 of this Article, except where the context clearly indicates a different meaning.

Secs. 58-124 – 58-135. – Reserved.

- 2. Severability.** If any clause, sentence, section, paragraph, or part of this ordinance, or the application thereof to any person, firm, corporation, legal entity, or circumstances, shall be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not effect, impair, or invalidate the remainder of this Ordinance and the application of such provision to other persons, firms, corporations, legal entities, or circumstances by such judgment shall be confined in its operation to the clause, sentence, section, paragraph, or part of this Ordinance

thereof directly involved in the case or controversy in which such judgment shall have been rendered and to the person, firm, corporation, legal entity, or circumstances then and there involved. It is hereby declared to be the legislative intent of this body that the Ordinance would have been adopted had such invalid or unconstitutional provisions not have been included in this Ordinance.

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

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

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

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

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____ DAY OF _____, 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. 2018-216
August 28, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2018-217, approving minutes of August 14, 2018.
2. Resolution No. 2018-218, approving appointments to boards and commissions.
3. Resolution No. 2018-216A, approving Ordinance 1321 to amend Chapter 58, Article III, Division 1, Section 58-62 of the Ypsilanti City Code of Ordinances to provide further clarification of the definitions of the terms 'income' and 'disability' for the purposes of discrimination.
(Second Reading)

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2018 - 217
August 28, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of August 14, 2018 be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**CITY OF YPSILANTI
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS - ONE SOUTH HURON ST.
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TUESDAY, AUGUST 14, 2018
6:30 p.m.**

I. CALL TO ORDER –

The meeting was called to order at 6:36 p.m.

II. ROLL CALL –

Council Member Bashert	Present	Council Member Robb	Present
Mayor Pro-Tem Brown	Present	Council Member Vogt	Absent
Council Member Murdock	Present	Mayor Edmonds (8:46)	Present
Council Member Richardson	Present		

III. INVOCATION –

Mayor Pro-Tem Brown asked all to stand for a moment of silence.

IV. PLEDGE OF ALLEGIANCE –

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

V. AGENDA APPROVAL –

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

Council Member Murdock moved to remove Resolution Nos. 2018-191, 2018-195, and 2018-197 from the Consent Agenda and add to Section XII, Resolutions/Motions/Discussions.

Council Member Richardson asked if a resolution regarding the city granting support for the Parkridge Summer Festival and Joe Dulin Day was on the agenda. City Clerk Frances McMullan responded she received an application but not a resolution of support. Mr. Richardson asked how Council should move forward with the application. Ms. McMullan responded support for the festival is on the agenda, but a resolution was not provided to her. She suggested moving it from the floor once the meeting reaches that part of the agenda.

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

VI. CLOSED SESSION – 6:30-7:00 p.m.

Closed Session to discuss pending litigation Yapp v. City of Ypsilanti. OMA 15.268. Section 8(e).

Council Member Bashert moved, seconded by Council Member Richardson to adjourn to Closed Session.

On a roll call, the vote to adjourn to Closed Session was as follows:

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

VOTE:

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

The meeting adjourned to Closed Session at 6:42 p.m.

The meeting reconvened at 7:31 p.m.

VII. INTRODUCTIONS

None

VIII. PRESENTATIONS –

Chief DeGiusti provided an overview to why this resolutions is being submitted for approval.

Resolution No. 2018-186, recognizing the exemplary work done of K-9 Buky and Officer Schembri.

RESOLVED BY THE CITY COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti, Ypsilanti Police Department (YPD) has previously established a K-9 Unit; and

WHEREAS, the YPD K-9 Unit consists of certain Officers of the Ypsilanti Police Department and patrol service dogs; and

WHEREAS, the YPD K-9 Unit purchased a patrol service dog named “Buky” in 2007; and

WHEREAS, “Buky” has developed health issues due to his age preventing him from fully performing his duties with the YPD; and

WHEREAS, “Buky” should be retired from police work due to the aforesaid health issues; and

WHEREAS, “Buky” has rendered faithful performance and conducted himself in a mostly exemplary manner while serving as a member of the YPD K-9 Unit; and

WHEREAS, “Buky’s” handler is YPD Officer Anthony Schembri who has agreed to accept the donation of “Buky” and provide him with care and necessary upkeep, and release the City of Ypsilanti of all liability; and

WHEREAS, the Ypsilanti City Council is of the considered opinion that donation of “Buky” to his handler YPD Officer Schembri is in the best interests of all parties concerned;

NOW THEREFORE BE IT RESOLVED that the Ypsilanti City Council hereby commend the contributions made by K9 Buky, recognize his retirement from service and donate him to his handler, YPD Officer Schembri.

OFFERED BY: Council Member Bashert

SECONDED BY: Council Member Richardson

Mayor Pro-Tem Brown thanked Officer Schembri for the work he and Buky have done for Ypsilanti.

On a roll call, the vote to approve Resolution No. 2018-186 was as follows:

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

VOTE:

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

IX. AUDIENCE PARTICIPATION –

1. Tad Wysor, 610 N. Miami, represents Washtenaw Regional Organizing Coalition (WROC). WROC leadership have been working with mental health service providers and other members of the community to translate the clear need for the new dollars raised by the millage to address crisis in the county. The community has voiced its desire to quickly expand around the clock affordable mental health crisis services. To increase the capacity of law enforcement agency in the county to properly handle situations involving mental health crises. His organization is disappointed that funds raised by that millage were allocated for other projects. He asked Council, the City Manager, and Chief DeGiusti to consider a meeting with WROC to discuss reallocating funds for mental health issues.
2. Jim Anderson, 1655 Victor, supported the comments of Mr. Wysor and would appreciate Council to reconsider how the funds created by the millage are used.
3. Cindy Bodavis, 14108 E. Austin Rd., represents WROC and explained the organization got involved because faith based organizations became the center for mental health issues when governments began cutting programs from their budgets. Pastors are attempting to assist in mental health crises and are not trained professionals. Mental health and public safety are not just the county's issue. There are ways municipalities can assist in addressing the need for greater mental health issues, such as community policing. The City of Chelsea is using its funds to support suicide prevention. The city could strengthen its ordinance enforcement since there is a concentration of group homes in this community. There are many reasons to redirect funds to things very specific to Ypsilanti regarding mental health.
4. Roderick Casey, 521 Belmont Dr., stated over the summer he has spoken to many people who have expressed concern regarding mental health. He was disappointed that Council did not spend the funds on mental health issues. He said the community was deceived regarding the millage by funds being allocated for different projects.
5. John Hollingsworth, 4463 Hunt Club Dr. Apt 2B, member of WROC and would like to see the assist veterans and community youth. He would like to see individuals provided proper mental

health care rather than being incarcerated. He asked Council consider a public commitment to meet with WROC leadership.

6. Vivian Phillips, 8525 Geddes Rd, stated she is concerned with the proposed Ordinance to require landlords share certain information with their tenants upon occupancy. She is not certain what is hoped to be accomplished and she is not in favor of its approval.
7. Judy Gardner, 8301 Berkshire Dr., stated she is in support of WROC. She stated the City of Ypsilanti is under represented in many of the programs offered in the county. There are many educational programs offered at low cost, the solution comes from everyone especially families. She asked that Council reallocate funds created by the millage to fund family educational programs.
8. Anthony Williamson, 591 Armstrong, stated The Parkridge Community Center is doing well and the newly constructed Parkridge Homes are beautiful, but the area has an issue of speeding. There are many children in the area and it is very dangerous at that location. He asked for Council to discuss possible speed calming methods on Armstrong.
9. Rev. Jeff Harold stated his church has members that live throughout the county including Ypsilanti. As a member of WROC he would like to address the allocation of funds created by the county millage. His son is on the Autism Spectrum and will walk for miles, and at times has crossed three different law enforcement jurisdictions. Often when he is walking he has something in mind and is singularly focused, and unless you knew how to address him there would be a confrontation. He has seen law enforcement officers de-escalate the situation well and has seen officers poorly address the situation. Training in de-escalation and implicit bias is needed for the police department. When he voted to approve the millage he was voting for municipalities to use these funds for mental health issues.
10. Amber Fellows, Ward 3, encouraged Council to provide in house live streaming. She echoed what has been said be WROC, and she also felt that she was voting for mental health issues. She supports the creation of the affordable housing trust Council allocated funds to because housing and mental health go hand in hand. She supported the two ordinances regarding the protection of renters.
11. Les Heddle, Co-coordinator of the Heritage Festival, stated during the last Council meeting the festivals request was increased to \$5,000 in fees forgiven for the festival. This was to cover additional costs to support opening the festival to unaccompanied youth. There is universal support from the committee to remove the policy. However, the committee needs to find a way to pay for the extra cost. He thanked Council for putting this issue on tonight's agenda.

X. REMARKS BY THE MAYOR PRO-TEM –

— Mayor Pro-Tem Brown thanked all those who spoke.

Council Member Richardson encouraged Council to respond to WROC's request for a meeting. Mayor Pro-Tem Brown agreed, and asked Council if they would agree to meet. Council Member Robb stated he is willing to meet with anyone, however, he doesn't think a Council meeting should be held for this purpose. He suggested meeting with the organization individually. Council Member Bashert stated if more than three Council Members are present a special meeting would need to be noticed. She has been to WROC meetings and would love to meet with the organization. Ms. Richardson stated she does not believe WROC was requesting a Council meeting be scheduled, she believes they were asking to meet with Council individually.

Council Member Bashert stated this is not the first time she has been approached regarding speeding on Armstrong. There is most definitely an issue and it needs to be addressed. Council Member Richardson added Armstrong is a new street and is very smooth, which attracts speeders. There needs to be something that offsets the temptation to speed on that street. City Manager McClary stated the Chief and Traffic Review Committee will be examining this issue. Council Member Murdock stated the city should have known that would be a problem, and the street could have been designed with permanent speed bumps. Moving forward the city should keep that in mind when it is constructing roads.

Council Member Murdock stated he is always open to meet with anyone, and would meet with WROC. The mental health millage created \$5.4 million which is held by the county, which no one is aware to how that is being allocated. The city needs to put its effort into getting the county to inform the jurisdictions inside of it how those funds will be spent. The city needs to ensure the county will be putting those resources in this part of the county. That is far more important than the funds that were allocated to the city. The city is more than willing to partner with outside organizations to provide facilities such as a warming center, but it does not have the capacity to do it alone. He thinks some people are looking at the city's budget short sided. The city added police officers, additional training for officers, and funds for youth mental health services. Some people take issue with allocating funds to parks, but there is a lot of research that good neighborhood parks contribute to the mental health of the community. The Housing Trust Fund will also help to combat mental health issues. He does not think the city avoided mental health issue. More could be done, but the majority should be done at the county level.

Council Member Bashert stated it was clear from the beginning that the mental health funds were not allocated to the city. That does not mean the city does not care deeply about the mental health issues in this city. However, the city does not have either the tools or funds to address these issues properly. The way the millage was constructed is the county would be allocated funds for mental health issues.

XI. ORDINANCES - FIRST READING –

Ordinance No. 1313

1. An ordinance to prohibit the removal of artifacts, digging-up of public lands or possession or use of metal detectors in public parks or public lands, ***(postponed 7/17/18)***

A. Resolution No. 2018-139, determination

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the proposed ordinance entitled "An ordinance to prohibit the removal of artifacts, digging-up of public lands (treasure hunting) or possession or use of metal detectors in public parks or public lands without permission be approved on First Reading.

OFFERED BY: Council Member Murdock

SECONDED BY: Council Member Bashert

Assistant City Attorney Dan DuChene provided a synopsis to why this is being submitted for approval.

Council Member Bashert stated during the last time this was submitted to Council she explained what she would support, and this is not that. She would support was a permit based system. Mr. DuChene stated the ordinance reads 'without city approval'. Ms. Bashert responded she also expected to see what parts of the park system would be excluded in the ordinance. That would protect the artifacts this ordinance is intending to protect. Mr. DuChene asked if Council would like to see the bureaucratic permit system listed in the ordinance. Ms. Bashert

City Council Meeting Minutes

August 14, 2018

responded to an extent, but the ordinance should list what parks this activity is prohibited. Mr. DuChene stated he would not want the ordinance to expand on the reasons why metal detecting would be prohibited. He explained if the ordinance lists there could possibly be artifacts in a certain park it could insight the very thing the ordinance wishes to stop. Ms. Bashert suggested the ordinance list where metal detection would be allowed. Mr. DuChene responded that might be a better way to address it. Mr. McClary interjected the only problem he sees is he is not sure a comprehensive inventory of what parks could contain artifacts. Mr. DuChene replied an inventory to the degree could come with a heavy cost. He cautioned Council the intent should be the public would ask permission first prior to treasure hunting and to prohibit this activity until the proper mechanism is in place. Ms. Bashert stated in July she asked staff if there had been damage to the park system, and staff did not provide any information. This is a problem that cannot be quantified. Mr. McClary stated the city's policy now is it does not allow or disallow treasure hunting. If the city adopts an ordinance to permit the activity it would increase the activity.

Council Member Murdock stated when this first came before Council a memo was provided by the DPS Director and did not include concern regarding artifacts. He sent out several regulatory systems regarding parks system that employee a permit system, or prohibition of treasure hunting. He believes there should be a system to allow this and if there is a park the city does not want this activity to occur. This ordinance does not create a permit system. Mr. McClary responded the state has more resources at its disposal, including the State Historic Preservation Office (SHPO) to provide a permitting system for this activity. The city does know it has a rich history that goes well beyond European settlement and it comes down to the question of what the city's sentiments of protecting what might be here. He explained the DPS Director's concerns were regarding maintaining the park system because that is his role. Mr. McClary stated he is concerned with protecting possible artifacts in the park systems.

Council Member Murdock asked if changes are made to the proposed ordinance would the city need to hold another public hearing. Mr. DuChene responded it depends on how substantive the changes are. Mr. Murdock stated as the ordinance is currently drafted he would not support it.

Council Member Robb stated the city requires permits for geo caching but does not have an ordinance. Somehow the city has a permitting process without an ordinance. Mr. DuChene replied he is not certain and is unable to address that. Mr. Robb stated geo caching is a similar practice to permit an activity in the parks, and is not entirely certain there needs to be an ordinance. Mr. DuChene stated his understanding of geo caching is something is left in a park and people attempt to locate it. If it is not permitted it would likely be thrown away. In the case of metal detection if there is not an ordinance there is little reason for a person to acquire a permit. Mr. Robb asked why the city has a permit for geo caching. Mr. DuChene replied he is uncertain, but he thinks it is to notify the city they are there and to remove them. Mr. McClary added geo caching is a different practice than treasure hunting. Mr. Robb stated there is an issue with staff having the capacity to provide a permitting system for treasure hunting, or to enforce the ordinance. He asked if this is a social justice ordinance for Council to make a statement, or is it an ordinance to solve and prevent a problem.

Mr. McClary stated if a resident informs the city of a person digging in a park the city would enforce the ordinance. This ordinance would provide penalties the city could assess, allowing the city to take action is the issue. Council Member Bashert asked if a person is digging in a park now what could the city do. Mr. DuChene responded there is no prohibition for that practice. Council Member Robb stated there is a no prohibition of damaging city property. Mr. DuChene replied the city could make that argument, but there is no prohibition.

Council Member Bashert stated she would not support the ordinance as it is currently drafted.

Mayor Pro-Tem Brown stated the base issue for her is no one knows what is under the ground in the parks. She asked how a determination is made to where and where not people can treasure hunt.

Council Member Richardson stated as the ordinance is proposed any person that would like to treasure hunt in a city park would be required to get a permit. Mr. Duchene responded in the affirmative, and added currently there is nothing prohibiting the activity in city parks.

Council Member Murdock moved to Call the Question.

On a roll call, the vote to Call the Question was as follows:

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

VOTE:

YES: 4 NO: 1 (Robb) ABSENT: 2 (Edmonds, Vogt) VOTE: Carried

On a roll call, the vote to approve Resolution No. 2018-139 was as follows:

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

VOTE:

YES: 3 NO: 2 (Murdock, Bashert) ABSENT: 2 (Edmonds, Vogt) VOTE: Failed

Ordinance No. 1320

2. An ordinance to amend Chapter 58, Article IV, Division 1 of the Ypsilanti City Code of Ordinances to require that landlords share certain information with their tenants upon occupancy.

A. Resolution No. 2018-187, determination

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "An ordinance to amend Chapter 58, Article IV, Division 1 of the Ypsilanti City Code of Ordinances to require that landlords share certain information with their tenants upon occupancy" be approved on First Reading.

OFFERED BY: Council Member Robb

SECONDED BY: Council Member Bashert

Mr. DuChene provided an overview to why this resolution has been submitted for approval.

B. Public Hearing

1. Virginia, resident, asked what council is trying to accomplish with this ordinance.

C. Resolution No. 2018-188, close public hearing

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing on an ordinance to amend Chapter 58, Article IV, Division 1 of the Ypsilanti City Code of Ordinances to require that landlords share certain information with their tenants upon occupancy” be officially closed.

OFFERED BY: Council Member Robb

SECONDED BY: Council Member Bashert

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

Council Member Robb stated it makes no sense to add this to Section 58 of the Code of Ordinances. Section 58 is about living conditions, and conditions of the property not about information. He doesn't necessarily disagree with the ordinance, but does not believe an information requirement belongs in Section 58. He asked why this only requires those renting their property and not realtors selling properties required to provide this information. Every new resident should be entitled to this information. Mr. DuChene responded the direction of Council was to provide this information to potential tenants, which is why it is located in that section of the code. If Council would like to expend this requirement that home purchasers know tenant's rights, or voter information he would need to research the city's authority to require that.

Council Member Murdock stated the intent of the ordinance is that a tenant would be provided this information at the time of entering into a lease. It is unfortunate the voter registration information section of this amendment was not complete for the Primary Election.

Mayor Pro-Tem Brown supports the ordinance because tenants need this information. The city can address home buyers being given this information at another time. Council Member Robb asked why it is more important for tenants to have this information than home buyers. Ms. Brown responded she does not think it is more important. Mr. Robb replied this ordinance only applies to tenants, if there is a need for one group to have information all people should have that same information. Council Member Murdock replied if someone purchases a home with the intent to live in it there is no need to provide them with information regarding tenant's rights. If the purchaser decides to lease the property then they would be subject to this ordinance.

Council Member Richardson stated she is not in favor of this ordinance. She explained landlords should be encouraged to provide this information. To charge them with a misdemeanor for not providing it is going too far.

Council Member Bashert stated renters move more often and may or may not remember to register to vote. Often renters are a part of a lower voting demographic and this may encourage everyone to vote which is better for democracy. This is simple for landlords to provide and is very important in a city with a high renting population. She is surprised there is objection to this amendment. Council Member Richardson replied she supports the ordinance until a landlord could be charged with a misdemeanor.

On a roll call, the vote to approve Resolution No. 2018-187 was as follows:

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

VOTE:

YES: 0 NO: 5 (Murdock, Brown, Richardson, Bashert, Robb) ABSENT: 2 (Edmonds, Vogt) VOTE: Failed

Ordinance No. 1321

3. An ordinance to amend Chapter 58, Article III, Division 1, Section 58-62 of the Ypsilanti City Code of Ordinances to provide further clarification of the definitions of the terms 'income' and 'disability' for the purposes of discrimination."

A. Resolution No. 2018-204, determination

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "An ordinance to amend Chapter 58, Article III, Division 1, Section 58-62 of the Ypsilanti City Code of Ordinances to provide further clarification of the definitions of the terms 'income' and 'disability' for the purposes of discrimination." be approved on First Reading.

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

Mr. DuChene provided an overview to why this resolution has been submitted for approval.

B. Public Hearing

None

C. Resolution No. 2018-205, close public hearing

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing on an ordinance entitled "An ordinance to amend Chapter 58, Article III, Division 1, Section 58-62 of the Ypsilanti City Code of Ordinances to provide further clarification of the definitions of the terms 'income' and 'disability' for the purposes of discrimination." be officially closed.

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

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

Council Member Murdock stated this resulted from an intent to clarify source of income. He added he thought it was clear before, but now it is much clearer.

On a roll call, the vote to approve Resolution No. 2018-204 was as follows:

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

VOTE:

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

XII. CONSENT AGENDA –

Resolution No. 2018-189

1. Resolution No. 2018-190, approving minutes of July 17, 2018.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of July 17, 2018 be approved.

- ~~2. Resolution No. 2018-191, approving appointments to boards and commissions. (Moved to Section XIII)~~
3. Resolution No. 2018-192, approving Ordinance No. 1317, to amend Chapter 46, Article II, Sections 46-31 and 46-32 of the Ypsilanti City Code of Ordinances to allow employees of governmental units other than the City of Ypsilanti to serve on the Board of Ethics, and to allow members to serve multiple terms. *(Second Reading)*

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "An ordinance to amend Chapter 46, Article II, Sections 46-31 and 46-32 of the Ypsilanti City Code of Ordinances to allow employees of governmental units other than the City of Ypsilanti to serve on the Board of Ethics, and to allow members to serve multiple terms" be approved on Second and Final Reading.

4. Resolution No. 2018-193, approving the recommendation from the Ypsilanti Senior Center Board of Directors to increase the rental rate for the Ypsilanti Senior Center.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Ypsilanti Senior Center Board of Directors has re-evaluated the facility rental fees for the senior center, including conducting extensive research and comparison between the fees levied by the city and those of other comparable facilities across Washtenaw County and some in Wayne County; and

WHEREAS, as a result of the review of fees, the Board of Directors is recommending to the City Council that the hourly rental rate for the Ypsilanti Senior Center be increased;

NOW THEREFORE BE IT RESOLVED BY THE CITY OF YPSILANTI that the city council does hereby accept and approve the recommendation from the Ypsilanti Senior Center Board of Directors to increase the hourly rental rate for the Ypsilanti Senior Center from \$50.00

per hour to \$60.00 per hour effective August 15, 2018, through December 31, 2018, and to increase the hourly fee by \$2.00 on January 1 of each year thereafter.

5. Resolution No. 2018-194, approving Ordinance No. 1319, to amend Chapter 7, "Medical Marijuana" of the Code of Ordinances of the City of Ypsilanti to provide for State Licensing deadlines as determined by the Administrative Rules set by the State of Michigan. **(Second Reading)**

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "An ordinance to amend Chapter 7 "Medical Marijuana" of the Code of Ordinances of the City of Ypsilanti to provide for state licensing deadlines as determined by the administrative rules set by the State of Michigan" be approved on Second and Final Reading.

- ~~6. Resolution No. 2018-195, accepting City Manager performance review. **(Moved to Section XIII)**~~

7. Resolution No. 2018-196, declaring the month of September as, "Turn the Town Teal" in the City of Ypsilanti and approving teal ribbons be placed in observance of the campaign to create awareness of ovarian cancer.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, *Turn the Town Teal* is a national campaign to create awareness of ovarian cancer and its symptoms;

WHEREAS, ovarian cancer is the deadliest of gynecologic cancers and a leading cause of cancer-related death in women. There is no early detection test for ovarian cancer; It is referred to as "The Silent Disease"; and

WHEREAS, each year the Michigan Ovarian Cancer Alliance (MIOCA), a nonprofit and partner member of the Ovarian Cancer National Alliance, sponsors "*Turn the Towns Teal*", a national campaign to create awareness of ovarian cancer; and

WHEREAS, this event is held in conjunction with National Ovarian Cancer Awareness Month, from September 1 to September 30; and

WHEREAS, the Michigan Ovarian Cancer Alliance would like to tie teal ribbons throughout the city, post awareness posters at establishments, and distribute information cards; and

WHEREAS, the Michigan Ovarian Cancer Alliance (MIOCA), will cover all expenses incurred by this campaign and there will be no cost to the city.

THEREFORE BE IT RESOLVED THAT the Mayor and City Council supports this national campaign and approves of teal ribbons being tied throughout the city September 1st - September 30, 2018, along with lawn signs, awareness posters and information cards being provided for establishments that are interested.

- ~~8. Resolution No. 2018-197, approving Fireworks Display Permit Application from Andrew Espenshade of ACE Pyro, LLC on behalf of Eastern Michigan University to allow fireworks at Rynerson Stadium. **(Moved to Section XIII)**~~

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

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

XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2018-198, approving non-resident appointment to the YDDA.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>NAME</u>	<u>BOARD</u>	<u>EXPIRATION</u>
Yolanda Portis (replacing Diana Wong) 8763 Trillium Drive Ypsilanti, MI 48197	YDDA	7/1/2019
<u>Danielle Milner Brehmer</u> <u>731 W. Cross</u> <u>Ypsilanti, MI 48197 (added)</u>	YDDA	7/1/2022

OFFERED BY: Council Member Richardson
SECONDED BY: Mayor Edmonds

Council Member Murdock moved a friendly amendment to add the nomination of Danielle Brehmer to the Downtown Development Authority to Resolution No. 2018-198.

Council Member Richardson accepted the friendly amendment.

On a roll call, the vote to approve Resolution No. 2018-198 was as follows:

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

VOTE:

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

2. Resolution No. 2018-191, approving appointments to boards and commissions. (added)

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>
Kayia Robinson 36 N. Washington St. Ypsilanti, MI 48197	YDDA	7/1/2022
Danielle Milner Brehmer 731 W. Cross Ypsilanti, MI 48197 (Moved to Resolution No. 2018-198)	YDDA	7/1/2022
Yolanda Portis 8763 Trillium Drive Ypsilanti, MI 48197 (Removed)	YDDA (replacing Diana Wong)	7/1/2019
Ashanti Proffit 444 Second Ypsilanti, MI 48197	Sustainability Commission (youth appointment)	5/1/2019
Bill Riccobono (vacancy) 503 Roosevelt Ypsilanti, MI 48197 (Removed)	Police Advisory Commission	2/1/2021
Lisa Voelker (vacancy) 117 Pearl St Ypsilanti, MI 48197	Parks and Recreation	7/1/2021
Delois Wilson (reappointment) 418 Ainsworth Ypsilanti, MI 48197	Parks and Recreation	7/1/2021
Cherisa Allen 450 Burton Ct. Ypsilanti, MI 48197	Parks and Recreation	7/1/2021

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

Council Member Murdock moved, seconded by Council Member Robb to Split the Question by removing the nomination of Bill Riccobono to the Police Advisory Commission.

On a roll call, the vote to Split the Question was as follows:

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

VOTE:

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

On a roll call, the vote to approve Resolution No. 2018-198 as amended was as follows:

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

VOTE:

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

Council Member Murdock stated he split the question because the Police Advisory Board is not representative of all three wards in the city. He explained there is not representation from Ward 3 and no one representing the area north of Michigan Avenue and east of Summit. Those areas are where a lot of police activity takes place. Nor is there an active representative from the south side of the city. Mayor Edmonds stated she has worked on to have a balance of representation on this Commission. There is over representation from Ward 1, and the nomination of Herman Humes from Ward 2 would create greater balance. Mr. Murdock agreed, but the ordinance requires a member from each ward. Council Member Bashert stated Mr. Riccobono is a highly talented individual, but will have to vote against his nomination because of lack of representation from Ward 3. Mayor Edmonds responded there is a representative from Ward 3. Mr. Murdock replied that individual has not attend one meeting. Ms. Bashert replied if a person is not showing up to meetings that is not representation. Mr. Murdock suggested tabling the resolution instead of voting against it.

Council Member Murdock moved, seconded by Council Member Bashert to table the nomination of Bill Riccobono.

On a roll call, the vote to table the appointment of Bill Riccobono was as follows:

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

VOTE:

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

3. Resolution No. 2018-199, approving the Clean and Green Pilot Program.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti has been working to find creative solutions to improve our neighborhoods; and

WHEREAS, staff has been working with Washtenaw County to create programs that benefit our residents in the SOMA area; and

WHEREAS, Left over CDBG Funding from the city's 2014/15 Tot Lot and the 2016/17 ADA Ramp and County's program income was available; and

WHEREAS, 47 residents applied for the program and 17 residents income qualify.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council authorizes the Mayor to sign an Agreement with Washtenaw County for the Clean & Green Program.

OFFERED BY: Council Member Richardson

SECONDED BY: Council Member Bashert

Interim Economic Development Director Joe Meyers provided an overview to why this resolution has been submitted for approval.

Mayor Edmonds stated it would be beneficial to of the Office of Community and Economic Development (OCED) provide a presentation regarding this program. Mr. Meyers stated staff will work with Interim Director Gilotti to schedule a presentation.

Council Member Murdock stated Council first heard of this program when it received this meeting's agenda. Mr. Meyers responded a letter was sent to all homeowner occupied houses in the district. The program has existed about a year and he assumed Council had heard of it. Council Member Richardson replied she lives in that district and has never received a notice. Mr. Meyers replied this is a pilot program and staff is hoping to expand the program. Ms. Richardson asked if Mayor Pro-Tem Brown had received notification. Mayor Pro-Tem Brown replied she believes she received a card about the program. Council Member Bashert stated at least 47 residents received the notice. Mayor Edmonds asked how many owner occupied homes there are in the NEZ. Mr. Meyers replied he is not certain. Ms. Brown understood mailings can be costly but it might be helpful to send more than one. Mr. Meyers stated staff is working to improve its processes. Ms. Brown asked if the program is on the website. Mr. Meyers responded no, because it is only targeted program to that neighborhood.

Council Member Murdock asked if the county developed a selection process. Mr. Meyers replied the county took the applications and is funding anyone who qualifies. Mr. Murdock asked for a list of available projects. Mr. Meyers responded he can supply that to Council. Mr. Murdock stated the resolution states the Mayor signs the contract, and asked if the Clerk should be included in the resolution. Mr. Meyers responded this is a Washtenaw County proposed program and would be signed by their Clerk. Mr. DuChene stated the Mayor and Clerk should sign the document.

Council Member Murdock moved a friendly amendment for the resolution to add the clerk's signature.

Council Member Richardson accepted the friendly amendment.

Council Member Bashert accepted the friendly amendment.

Council Member Richardson stated the resolution states there is leftover CDBG funds from the city's tot lots. Last year there was a request for new equipment in the Carrie Mattingly Tot Lot and she is not sure if new equipment was installed. She would like to make sure it was prior to using those funds for this program. Mr. Meyers replied staff will look into that. DPS Director Stan Kirton interjected Carrie Mattingly has all new equipment.

Council Member Robb asked when the city learned it had leftover CDBG funds, and if the remaining funds for ADA ramps could be applied to this year's program. Mr. Meyers replied he believes the county controls the funds and the city can use it as projects develop. Mr. Robb stated the city is given CDGB funds for the city to program projects, and asked if it can be used for any eligible programs. Mr. Meyers responded in the affirmative. Mr. Robb stated the city had a surplus of \$400,000 and allocated it to various projects, and the city had \$22,000 in CDGB funds that could have also been allocated. It is frustrating that Council is unaware these funds are available to spend. Council Member Richardson agreed, and stated there are still ADA ramps that need to be repaired and asked why these funds were not used for that purpose. Mr. Kirton replied there was very little money left from the ramp program. Mr. Robb stated the memo is dated from April and Council completed the budget in May and this was not included, and that is problematic.

Mr. McClary asked for an explanation of the process for the CDGB funds. Mayor Edmonds stated the Urban County has different formulas for what is allocated to each member community. There are priority projects that are decided upon as a body, as things change some funds go back into the pool. The county really manages the funding and Urban County does not complete an annual application. Mr. McClary stated the frustration among some Council Members is decisions are made by someone other than this body. Meaning that the full information does not come back to Council for review, discussion, and approval. Ms. Edmonds stated the funding does not follow the city's Fiscal Year, it follows that of the federal government. She does not have a sense that the other members allocation is decided on by their governing body. Council Member Robb responded this is basic budgeting, if there is a surplus it should be reflected in the budget. Mr. McClary stated these funds operate on a reimbursement basis, the city first must expend the money prior to receiving the funds. Council Member Bashert interjected this is a separate question from the original question. It appears staff has found additional funds and is trying to help the community with those funds. If there is a question regarding the budgeting process a meeting should be scheduled to have that discussion. She would now like to have a discussion on this issue, and if Council wants to spend the money on this project or not.

Council Member Bashert moved, Mayor Edmonds seconded to Call the Question.

On a roll call, the vote to Call the Question was as follows:

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

VOTE:

YES: 1 NO: 5 (Robb, Richardson, Murdock, Brown) ABSENT: 1 (Vogt) VOTE: Carried

Council Member Murdock stated it does matter that Council was not made aware of the available funds. Council just received a report from the Road Commission that they were looking for \$75,000 to see if they could install ADA Ramps. If Council was aware of those funds there could have been a discussion regarding that possibility. He said of course he will support this program, but Council not being informed of those funds is relevant to this discussion. Council Member Bashert replied it is relevant but not a discussion for this time. Council Member Richardson stated it is relevant and is important to this discussion. She said she will support this program but Council should have known about these funds. The process is just as important as the individual project. Council Member Robb agreed, and stated this is about setting budget priorities. As far as he knows staff did not think this was a budget priority, and now it is becoming a budget priority. That is why this is not separate from the budget because the budget is a result of Council goals for that Fiscal Year. Mayor Edmonds stated neighborhood stabilization and housing security has been an expressed goal of Council.

She feels like this is entirely in line with the goals that Council set in this most recent goal setting sessions, and past sessions. Ms. Richardson stated if staff new about the program during budget sessions Council should have been made aware. Mr. Meyers apologized, and send this should have been brought to Council prior, and he was under the impression that it was.

On a roll call, the vote to approve Resolution No. 2018-199 was as follows:

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

VOTE:

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

4. Resolution No. 2018-200, approving the Sub-Award Agreement with Washtenaw County for use of CDBG funding to purchase a playscape for Riverside Park.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti has been working for over three years to study and promote the idea of a play scape at Riverside Park; and

WHEREAS, City Council directed staff to release an RFP for a play scape on June 19, 2018; and

WHEREAS, an RFP was released on July 9, 2018 and due on July 30, 2018 and three responses were received; and

WHEREAS, the city has obtained funding of 163,776 from Washtenaw County Urban County; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council accepts the Bid from Sinclair Recreation in the amount of \$157,748 and directs the City Manager and Legal Counsel to draft a contract and agreement, and signed by the Mayor and City Clerk.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the Ypsilanti City Council approve the Sub-award agreement with Washtenaw County for use of CDBG funding, and authorize the Mayor and City Clerk to sign the agreement.

OFFERED BY: Council Member Murdock
SECONDED BY: Mayor Edmonds

Interim Economic Development Director Joe Meyers provided an overview to why this resolution has been submitted for approval.

Council Member Richardson asked if the playscape will be ADA accessible. Mr. Meyers responded in the affirmative.

Mayor Pro-Tem Brown stated the sensory features are a need and a lot of community children will benefit from it.

Mayor Edmonds asked if there will be funds available for the dedication signage. Mr. Meyers responded in the affirmative. Ms. Edmonds asked for comment from the DPS Director regarding this project. Mr. Kirton stated there will need to be an accessible path to access the equipment, which he has already mentioned to Mr. Meyers.

Council Member Bashert asked how the labor cost is so much lower than all the other bids. Mr. Meyers responded this is a CDBG project of over \$100,000 and must abide by every federal requirement and all workers will be paid according to those guidelines, he does not know what caused the difference in cost.

Council Member Murdock stated the resolution actually is approving two things; the agreement with the county and awarding the bid to Sinclair. Mr. DuChene clarified the resolution and stated these necessary changes; 'RFP' should be changed to 'bid' in the second to last paragraph, add this language to the end of the second to last paragraph 'and directs the City Manager and Legal Counsel to draft a contract and agreement, and signed by the Mayor and City Clerk', and authorize the Mayor and City Clerk to sign the agreement.

Council Member Murdock accepted the friendly amendment.

Mayor Edmonds accepted the friendly amendment.

Council Member Murdock asked if the sub-agreement would need to be modified. Mr. DuChene responded legal counsel is comfortable with the sub-agreement.

On a roll call, the vote to approve Resolution No. 2018-200 was as follows:

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

VOTE:

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

5. Resolution No. 2018-201, approving bid for purchase of an A770 T4 Bobcat All-Wheel Steer Loader with 84" Snow Blower and Scraper Attachments and awarding contract to Diuble Equipment, Inc.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Funds have been programmed in the 2018-2019 FY-Budget to purchase a A770 T4 Bobcat All-Wheel Steer Loader; and

WHEREAS, the City of Ypsilanti is a member of the MI Deal State Coop and eligible to receive State Purchase Pricing; and

WHEREAS, Diuble Equipment, Inc. holds the State Contract for this equipment; and

WHEREAS, Diuble Equipment, Inc. has submitted a purchase proposal the amount of \$68,800.84; and

WHEREAS, this purchase will be expended from account number 641-7-9320-987-10.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the purchase proposal submitted by Diuble Equipment, Inc.

FURTHER THAT the City Manager is authorized to sign the purchase proposal.

OFFERED BY: Council Member Robb

SECONDED BY: Council Member Bashert

DPS Director Stan Kirton provided an overview to why this resolution has been submitted for approval.

On a roll call, the vote to approve Resolution No. 2018-201 was as follows:

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

VOTE:

YES: 5 NO: 0 ABSENT: 2 (Murdock, Vogt) VOTE: Carried

- Resolution No. 2018-202, approving bid for South Huron Municipal Parking Lot Project and awarding contract to Best Asphalt, Inc.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Funds have been programmed in the 2018-2019 FY-Budget for Improvements to the South Huron Parking Lot; and

WHEREAS, bids were solicited on BidNet for the pavement improvements identified for this project; and

WHEREAS, two sealed bids were received and reviewed; and

WHEREAS, Staff recommends accepting the bid submitted by Best Asphalt, Inc., Romulus, MI for the amount of \$47,553; and

WHEREAS, the construction and engineering services will be expended from account number 101-7-4442-818-00; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the bid submitted by Best Asphalt, Inc.

FURTHER THAT the City Manager is authorized to approve the bid and to sign any change orders that may be needed to maintain the project's schedule, and authorize the Mayor and City Clerk to sign the agreement.

OFFERED BY: Council Member Robb

SECONDED BY: Council Member Bashert

DPS Director Stan Kirton provided an overview to why this resolution has been submitted for approval.

Mayor Edmonds stated the city needs to give notice to the community regarding this project. She requested the project not begin on Tuesday because of the Farmer's Market vendors need for that lot.

City Council Meeting Minutes

August 14, 2018

Council Member Bashert asked why the cement blocks around the dumpster so large. Council Member Murdock stated the enclosure used to hold more dumpsters. Ms. Bashert suggested rebuilding the enclosure during the construction of that lot. Council Member Robb responded the enclosures cost \$150,000 when the DDA built them fourteen years ago.

Council Member Murdock asked if there was a contribution from the DDA for this project. Mr. Kirton responded no. Mr. Murdock stated the resolution needs to include 'and authorize the Mayor and City Clerk to sign the agreement'.

Council Member Robb accepted the friendly amendment.

Council Member Bashert accepted the friendly amendment.

On a roll call, the vote to approve Resolution No. 2018-202 was as follows:

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

VOTE:

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

Council Member Bashert moved, seconded by Council Member Richardson to extend the meeting until 10:45 p.m.

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

7. Resolution No. 2018-203, approving 2% wage increase for City Manager Darwin McClary and City Clerk Frances McMullan effective this fiscal year (7/1/2018).

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City Clerk and City Manager reports directly to the City Council and is supervised by the governing body; and

WHEREAS, the City Council has approved the fiscal year budget effective July 1st 2018 that all employees receive a 2% increase to their base salaries.

NOW THEREFORE, BE IT RESOLVED that the City Manager, Darwin McClary and Clerk, Frances McMullan receive each their 2% wage increase effective this fiscal year (7/1/2018).

OFFERED BY: Council Member Richardson

SECONDED BY: Council Member Bashert

Mayor Edmonds stated she was asked by staff to sign the change order, but felt this should come before Council.

Council Member Murdock stated he would be more comfortable to postpone this item until after the City Manager evaluation is approved. Council Member Richardson stated she would not have objection to that.

Council Member Murdock moved, seconded by Council Member Richardson to postpone Resolution No. 2018-203 until after hearing Resolution No. 2018-195, accepting the City Manager's performance review.

City Council Meeting Minutes

August 14, 2018

On a roll call, the vote to postpone Resolution No. 2018-203 was as follows:

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

VOTE:

YES: 4 NO: 2 (Edmonds, Bashert) ABSENT: 1 (Vogt) VOTE: Carried

8. Resolution No. 2018-206, appointing delegate and alternate to the Michigan Municipal League Annual Convention to be held September 20-22, 2018 in Grand Rapids, Michigan.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT Council Member Richardson be appointed as Delegate and _____ be appointed as Alternate for the Annual Convention of the Michigan Municipal League to be held in Grand Rapids, Michigan, September 20-22, 2018.

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

On a roll call, the vote to approve Resolution No. 2018-206 was as follows:

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

VOTE:

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

9. Resolution No. 2018-208, approving request for sponsorship for the Parkridge Summer Festival and Joe Dulin Community Day **(added)**

Council Member Richardson provided an overview to why this is being submitted for approval.

Council Member Richardson moved, seconded by Council Member Bashert to grant the request of Parkridge Summer Festival and sponsor the festival in the amount of \$5,000.

Mayor Edmonds stated she was contacted this morning regarding the festival, and felt this is appropriate. The other festivals sponsored by the city have traditionally had fees waived, however, this festival only incurs fees through park rental. She suggested a cash contribution, which would still be in line with the policy.

Washtenaw County Commissioner Ricky Jefferson stated the festival has minimal fees other than food, park rental, and tents. He asked how the funds would be allocated. Mayor Edmonds responded that is unclear, it may be used to reimburse the county for the cost it incurs by the festival. Mr. Jefferson added there is also a cost for

security that could be funded by the sponsorship. He is concerned with how the funds will be distributed. Ms. Edmonds asked who the fiduciary is for the festival. Mr. Jefferson responded there is not a single entity acting as fiduciary. Mr. McClary stated he would have to consult with the Finance Department for the best way to distribute funds. Council Member Richardson stated when she held a fundraiser for Parkridge the City Attorney suggested the city be the fiduciary, she stated this could be a similar practice. Ms. Edmonds stated she would like to have Council decide on the policy and allow staff to figure out the best course of action to distribute funds.

Council Member Murdock asked if the city would be reimbursing for expenses, and he hopes the plan is to not reimburse the county for its expenses. Council Member Richardson stated the county is providing one of the tents for the festival. She cannot say specifically what the funds are used for, but they are needed and any funds not expended would be returned.

Council Member Robb stated the policy in place is that the city would reimburse the fees it charged for the festival. He is concerned with setting a precedent of giving cash to festivals. Mayor Edmonds replied she reviewed the policy and it only mentions financial contribution. Mr. Robb stated the city would do that if it co-sponsored the event, which is different than this. Mayor Pro-Tem Brown stated the city just needs to be named as a sponsor not included in the title of the event. Mr. Robb stated a co-sponsor would be in equal standing. Ms. Edmonds replied the event has many co-sponsors.

Council Member Bashert stated this is difficult because there is not much time, and the city was not provided information on what costs the funds would reimburse. It is also an event that is very important to many people in the city, and she wants to contribute. Mayor Edmonds suggested stipulating the contribution would be up to \$5,000 none of which would be paid to the county. Mr. DuChene is concerned with if there are uncovered expenses and what that would mean.

Council Member Murdock asked what the city fees are for the festival. Mayor Edmonds responded only the park rental fee. Mr. Murdock asked what the amount of the fees is. Mr. Jefferson responded roughly \$610.

Mr. McClary stated the easiest way to manage the contribution would be to approve a supplemental appropriation to the account in the General Fund for Parkridge. The vendors could send the invoices to the city directly to be paid as long as they are reasonable.

Council Member Robb asked if this would push the city into the red concerning the budget. Mr. McClary replied when the budget was passed there was a \$100,000 in surplus. Mr. Robb stated the last numbers he sent to the Finance Director was the surplus was \$55,500, which did not include the \$25,000 for the mini grant. Mr. McClary stated there is a certain amount of money in the General Fund that has not been allocated, but he would have to check with the Finance Department to get that amount. If the surplus is exhausted the city would pull from General Fund reserves. Council Member Murdock asked does the city know what it will do with the Heritage Festival. Council Member Bashert stated that is the next agenda item.

Mayor Edmonds moved, seconded by Council Member Bashert to approve a supplemental allocation to the Parkridge Fund for reimbursement of reasonable expenses approved by staff up to \$5,000 for the festival.

Council Member Richardson accepted the friendly amendment.

Council Member Bashert accepted the friendly amendment.

On a roll call, the vote to approve Resolution No. 2018-208 was as follows:

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

VOTE:

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

10. Discussion regarding the Heritage Festival Policing Cost.

Council Member Bashert stated she met with the Heritage Festival and developed a mediocre idea of how to include unaccompanied youth in the festival. There is not enough activities for community youths in the city and to deny them entry into the festival that has the name of the city is insulting. She found the festival committee open to ideas in allowing unaccompanied youth, but budget constraints, caused by previous festival organizers, make it difficult to fund the additional police presence needed for security.

Chief DeGiusti provided an overview of the Police Department's stance on how to fund security for the festival.

Mayor Edmonds stated her frustration is last month Council approved funding, which would have provided four additional weeks for planning. A week or so later it was found out that plan had changed, after the public had been informed. Chief DeGiusti replied after the meeting he spoke with Les Heddle and came to realize the issue was not resolved.

Council Member Richardson stated she also thought the matter had been settled. The contingency was the gift from the city was based on unaccompanied youths are to be admitted. If that is not followed through upon she is not in favor of increasing the gift to the Heritage Festival. She asked if the fight in front of Sidetrack in 2013 involved youth. Chief DeGiusti responded in the affirmative. Ms. Richardson stated it is interesting those problems do not occur at the Summerfest, and she has not noticed a security presence. The city needs to investigate what is causing these issues at the festival.

Council Member Bashert stated she is also frustrated it has taken this long to get to this point. She is disappointed there is a division between Council and the Police Department. Her understanding that in 2013 and 2014 the fight occurred at the time the High Schools were merging which caused tension. That is no longer an issue and she is not necessarily sure she would, and asked what could be done to allow unaccompanied youth. She asked how it can be made affordable to allow unaccompanied youth. Chief DeGiusti replied there is not a division between Council and the Police Department. The department is more than willing to cooperate, but it is his job to provide public safety. He believes that is also the goal of Council. He is willing to work on a plan to move this forward, but to simply open the festival without a plan in place would be ill advised. The staffing levels that would be needed are the same that were used during the years prior to the fight in 2013, he is not padding the numbers. Council Member Bashert asked what the attendance was for the heritage festival for the years prior to 2013. Mr. Heddle replied possible around 20,000, the numbers decreased in 2014 because the festival was a much smaller scale. In 2017 the festival was expanded and it will be further expanded this year. Ms. Bashert asked what the projected attendance is for this year. Mr. Heddle replied possibly 20,000 to 30,000.

Council Member Bashert moved, Council Member Robb seconded by to extend the meeting to 11:30 pm.

On a roll call, the vote to extend the meeting until 11:30 pm was as follows:

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

VOTE:

YES: 3 NO: 3 (Edmonds, Richardson, Murdock) ABSENT: 1 (Vogt) VOTE: Failed

Council Member Bashert moved, seconded by Mayor Edmonds to extend the meeting until 11:00 p.m.

On a roll call, the vote to extend the meeting until 11:00 pm was as follows:

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

VOTE:

YES: 5 NO: 1 (Murdock) ABSENT: 1 (Vogt) VOTE: Carried

Council Member Bashert asked if the department is staffing at levels to manage an attendance of 20,000 to 30,000 people. Chief DeGiusti replied he is basing staffing at the levels of past festivals. Ms. Bashert is not certain there is a need for staffing at that level. She asked if there is a compromise that can be made with lower staffing levels. Chief DeGiusti replied he does not believe a compromise should be made when considering public safety. Ms. Bashert asked what would be the estimated charge for police services. Chief DeGiusti replied the charge in 2014 was \$12,038. Ms. Bashert asked what the police charge is for this year. Chief DeGiusti replied the estimate was the same as 2014. Ms. Bashert asked what the charge is without allowing unaccompanied youth. Mr. Heddle replied \$7,556. Ms. Bashert stated that amount is already built into the budget, and if unaccompanied youth are allowed it would increase by roughly \$5,000. Mayor Edmonds interjected she was under the impression the \$5,000 in forgiven fees was to cover the additional police charge. Ms. Bashert stated the original ask was for \$3,000 which would cover some of the fees for park rental, and other fees. Council added an additional \$2,000 to cover the additional cost for police services. Mayor Pro-Tem Brown asked if the department would be able to increase staff levels at this point. Chief DeGiusti replied it would be a struggle, but the department would make due.

Council Member Bashert asked the cost per hour for police staffing. Chief DeGiusti responded the cost for a normal patrol officer for an hour is \$53. Ms. Bashert stated that would account for 95 hours for police services. Chief DeGiusti replied the difference between this year and 2014 is 75.5 hours. Ms. Bashert asked if it could be done for 45 hours. Chief DeGiusti responded no.

Council Member Murdock asked if they plan to close the site to limit access points. Mr. Heddle responded in the affirmative. Mr. Murdock stated the resolution Council passed granting \$5,000 if unaccompanied youth are allowed is not enough to cover cost. Mr. Heddle responded in the affirmative, the original ask was for sponsorship for park fees. Even with the additional \$2,000 the festival would still be \$3,000 over budget.

Mayor Edmonds moved, seconded by Council Member Bashert to increase the sponsorship from \$5,000 to \$8,000 if unaccompanied youth are permitted.

Mayor Edmonds stated this is the city's largest festival, over three days, and this is more than appropriate.

Council Member Bashert stated she believes all of the constituency want youth to be able to participate in the festival.

Council Member Richardson stated the people she spoke with were opposed to increasing the sponsorship past \$5,000. She believes a precedent would be set, she would like youth to be allowed at the festival but cannot support the additional funds.

Council Member Robb stated the city needs to not continue deficit spending. There are other programs that could better benefit the city from that could be funded by that money.

Council Member Bashert stated the city could use the mini grant funds for this situation. Mayor Pro-Tem responded she isn't certain this would fit that program.

Council Member Murdock stated he is satisfied with the resolution that Council has already approved.

On a roll call, the vote to increase the sponsorship from \$5,000 to \$8,000 if unaccompanied youth are permitted was as follows:

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

VOTE:

YES: 3 NO: 3 (Murdock, Richardson, Brown) ABSENT: 1 (Vogt) VOTE: Failed

Mayor Edmonds asked what this means for the festival's policy of not allowing unaccompanied youth. Mr. Heddle responded the committee will not be removing the restriction.

11. Resolution No. 2018-195, accepting City Manager performance review. (added)

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the performance review of City Manager Darwin D.P. McClary conducted on July 17, 2018 be accepted.

Meeting adjourned prior to this item being heard.

12. Resolution No. 2018-197, approving Fireworks Display Permit Application from Andrew Espenshade of ACE Pyro, LLC on behalf of Eastern Michigan University to allow fireworks at Rynerson Stadium. (added)

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Andrew Espenshade of ACE Pyro, LLC, on behalf of the Eastern Michigan University Athletic Department has applied for a fireworks permit to allow a firework display at Eastern Michigan University Rynerson Stadium located at 799 North Hewitt Rd. on the following dates at approximately 7:00 pm: August 31, 2018, September 29, 2018, October 13, 2018, October 27, 2018, November 3, 2018 and November 10, 2018; and

WHEREAS, ACE Pyro, LLC will operate the display and has obtained public liability insurance in the amount of \$10,000,000 and has added the City of Ypsilanti as an additional insured.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the Fireworks Display Permit to allow the requested display of fireworks on August 31, 2018, September 29, 2018, October 13, 2018, October 27, 2018, November 3, 2018 and November 10, 2018, subject to the inspection and approval of the Ypsilanti Fire Department.

Meeting adjourned prior to this item being heard.

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 –

Nominations:

Planning Commission

Jessica Donnelly (replacing Chris Madigan)
757 Mildred
Ypsilanti, MI 48197

Georgina Hickey (alternate) **(added)**
1001 Pearl St.
Ypsilanti, MI 48197

Ypsilanti Downtown Development Authority

Andrew French, **non-resident** (one-year term)
6138 Vineyard Ave.
Ann Arbor, MI 48108

Janette Rook (one-year term)
200 W. Michigan Ave.
Ypsilanti, MI 48197

Police Advisory Commission

Herman Humes, Jr. (filling vacancy)
1104 Grant S.
Ypsilanti, MI 48197

XVII. COMMUNICATIONS FROM THE CITY MANAGER –

XVIII. COMMUNICATIONS –

- Memo from City Attorney John Barr regarding the Community Benefits Ordinance (CBO) scheduled for a Special Meeting on August 29, 2018.
- June 19th Traffic Review Committee Minutes
- July 26th Traffic Review Committee Draft Minutes
- Amended HRC Annual Report

XX. AUDIENCE PARTICIPATION –

XXI. REMARKS FROM THE MAYOR –

XXII. ADJOURNMENT –

Resolution No. 2018-207, 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 Bashert

SECONDED BY: Mayor Edmonds

On a voice vote, the motion carried, and the meeting adjourned at 11:00 p.m.



Resolution No. 2018 – 218
August 28, 2018

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>
Jessica Donnelly 757 Mildred Ypsilanti, MI 48197 (replacing Chris Madigan)	Planning Commission	May 1, 2021
Georgina Hickey (alternate) 1001 Pearl St. Ypsilanti, MI 48197	Planning Commission	May 1, 2021
Janette Rook (one-year term) 200 W. Michigan Ave. Ypsilanti, MI 48197	Planning Commission	May 1, 2021
Herman Humes, Jr. (vacancy) 2021 1104 Grant S. Ypsilanti, MI 48197	Police Advisory Commission	February 1,

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



Resolution No. 2018-216A
August 28, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "An ordinance to amend Chapter 58, Article III, Division 1, Section 58-62 of the Ypsilanti City Code of Ordinances to provide further clarification of the definitions of the terms 'income' and 'disability' for the purposes of discrimination." be approved on Second and Final Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1321**

An ordinance to amend Chapter 58, Article III, Division 1, Section 58-62 of the Ypsilanti City Code of Ordinances to provide further clarification of the definitions of the terms "income" and "disability" for the purposes of discrimination.

1. THE CITY OF YPSILANTI HEREBY ORDAINS that Chapter 58, Article III, Division 1, Section 58-62 of the Ypsilanti City Code of Ordinances be amended to read as follows:

Sec. 58-62. - Definitions.

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

Age means chronological age.

Contractor means a person who by contract furnishes services, materials or supplies. The term "contractor" does not include persons who are merely creditors or debtors of the city, such as those holding the city's notes or bonds or persons whose notes, bonds or stock is held by the city.

Disability means, with respect to an individual: a physical or mental impairment that substantially limits one or more major life activities of such individual, a record of such impairment, or being regarded as having such an impairment. ~~A disability under the Americans with Disabilities Act, 42 U.S.C §12102, shall qualify as a disability under this article a functional limitation that interferes with a person's ability to see, walk, lift, hear or learn. It may refer to a physical, sensory or mental condition unrelated to one's ability to safely perform the work involved in jobs or positions available to such person for hire or promotion or a limitation of physical capabilities unrelated to one's ability to acquire, rent and maintain property. Impairment refers to loss or abnormality of an organ or body mechanism, which may result in disability.~~

Discriminate means to subject anyone to different or separate treatment, based in whole or in part, 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, educational association, height, or weight. Discrimination based on sex includes sexual harassment, which

means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature when:

- (1) Submission to such conduct or communication is made a term or condition either explicitly or implicitly to obtain employment, public accommodations or housing.
- (2) Submission to or rejection of such conduct or communication by an individual is used as a factor in decisions affecting such individual's employment, public accommodations or housing.
- (3) Such conduct or communication has the purpose or effect of substantially interfering with an individual's employment, public accommodations or housing, or creating an intimidating, hostile, or offensive employment, public accommodations, or housing environment.
- (4) Prohibited conduct constitutes sexual harassment whether it occurs between people of the same or opposite sex.

Educational association means the fact of being enrolled or not enrolled at any educational institution.

Employer means a person employing five or more persons.

Familial status means the state of being related by blood or affinity to the fourth degree.

Housing facility means any dwelling unit or facility used for a person to regularly sleep and keep personal belongings including, but not limited to, a house, apartment, roominghouse, housing cooperative, hotel, motel, tourist home, retirement home or nursing home.

Income means, without limitation, any of the following:

- (1) Commissions, earnings, salaries, wages, and other income due or to be due in the future to an individual from his employer and successor employers.
- (2) A payment due or to be due in the future to an individual from a profit-sharing plan, a pension plan, an insurance contract, an annuity, social security, unemployment compensation, supplemental unemployment benefits, or worker's compensation.
- (3) An amount of money that is due to an individual as a debt of another individual, partnership, association, or private or public corporation, the United States or a federal agency, the state or a political subdivision of the state, another state, or another legal entity that is indebted to the individual.
- (4) Housing vouchers issued to an individual by the government of the United States, a federal agency, the State of Michigan, or any political subdivision thereof. This shall include, without limitation, vouchers issued by the United States Department of Housing and Urban Development pursuant to 42 USC §1437f.

(5) Student loans, grants, or scholarships provided to an individual by any legal entity.

Marital status means the state of being married, unmarried, divorced, separated or widowed.

Place of public accommodation means an educational, governmental, health, day care, entertainment, cultural, recreational, refreshment, transportation, financial institution, accommodation, business or other facility of any kind, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold or otherwise made available to the public, or which receives financial support through the solicitation of the general public or through governmental subsidy of any kind.

Sexual orientation shall mean, emotional, romantic, and/or sexual attractions, or the absence thereof, to people. Sexual orientation also refers to a person's sense of identity based on those attractions, related behaviors, and membership in a community of others who share those attractions.

Gender identity shall mean, shall be defined as, an individual's internal sense of their own sex and a defining component of sex.

Gender expression shall be defined as, a gender-based appearance, expression, or behavior of an individual, regardless of the individual's assigned sex at birth.

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

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

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

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

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

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____ DAY OF _____, 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. 2018-195
August 14, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the performance review of City Manager Darwin D.P. McClary conducted on July 17, 2018 be accepted.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



Resolution No. 2018-203
August 14, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City Clerk and City Manager reports directly to the City Council and is supervised by the governing body; and

WHEREAS, the City Council has approved the fiscal year budget effective July 1st 2018 that all employees receive a 2% increase to their base salaries.

NOW THEREFORE, BE IT RESOLVED that the City Manager, Darwin McClary and Clerk, Frances McMullan receive each their 2% wage increase effective this fiscal year (7/1/2018).

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



REQUEST FOR LEGISLATION
August 14, 2018

To: Mayor and Council

From: Frances McMullan, City Clerk

Subject: Fireworks Display Permit Application from Eastern Michigan University

On August 6, 2018, a request for a Fireworks Display Permit was received from Andrew Espenshade of ACE Pyro, LLC, on behalf of the Eastern Michigan University Athletic Department. The University would like to have a fireworks display at Rynerson Stadium 799 North Hewitt Rd. on the following dates at approximately 7:00 pm:

August 31, 2018
September 29, 2018
October 13, 2018
October 27, 2018
November 3, 2018
November 10, 2018

Attached is proof of public liability insurance for the proposed display with coverage set at \$10, 000,000 and with the City being added as an additional insured.

The City Clerk's office recommends approval of the application subject to inspection and approval of the Ypsilanti Fire Department.

RECOMMENDED ACTION: Approval

ATTACHMENTS: fireworks packet

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: 8/14/18

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2018 - 197
August 14, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Andrew Espenshade of ACE Pyro, LLC, on behalf of the Eastern Michigan University Athletic Department has applied for a fireworks permit to allow a firework display at Eastern Michigan University Rynerson Stadium located at 799 North Hewitt Rd. on the following dates at approximately 7:00 pm: August 31, 2018, September 29, 2018, October 13, 2018, October 27, 2018, November 3, 2018 and November 10, 2018; and

WHEREAS, ACE Pyro, LLC will operate the display and has obtained public liability insurance in the amount of \$10,000,000 and has added the City of Ypsilanti as an additional insured.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the Fireworks Display Permit to allow the requested display of fireworks on August 31, 2018, September 29, 2018, October 13, 2018, October 27, 2018, November 3, 2018 and November 10, 2018, subject to the inspection and approval of the Ypsilanti Fire Department.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

EMU August 31, 2018 Football Proximate Pyrotechnics Display

Display Date & Time:

- August 31, 2018, approximately 6:30pm

Display Location:

- Rynearson Stadium, 799 North Hewitt Road, Ypsilanti, MI 48197
- Pyrotechnics will be fired from 4 rooftop positions at south end of stadium-see attached diagram

Display Description:

- Pyrotechnics will be employed for EMU team intro and touchdowns
- Duration will be 10 seconds for EMU team intro and 1 instantaneous group of effects for each touchdown

Type of Fireworks:

- Display will consist entirely of products certified UN0431, 1.4G Articles Pyrotechnic
- Pyrotechnics are designed for use on buildings, stages, and other proximate environments
- Pyrotechnics specifically designed to produce no fallout debris and low smoke

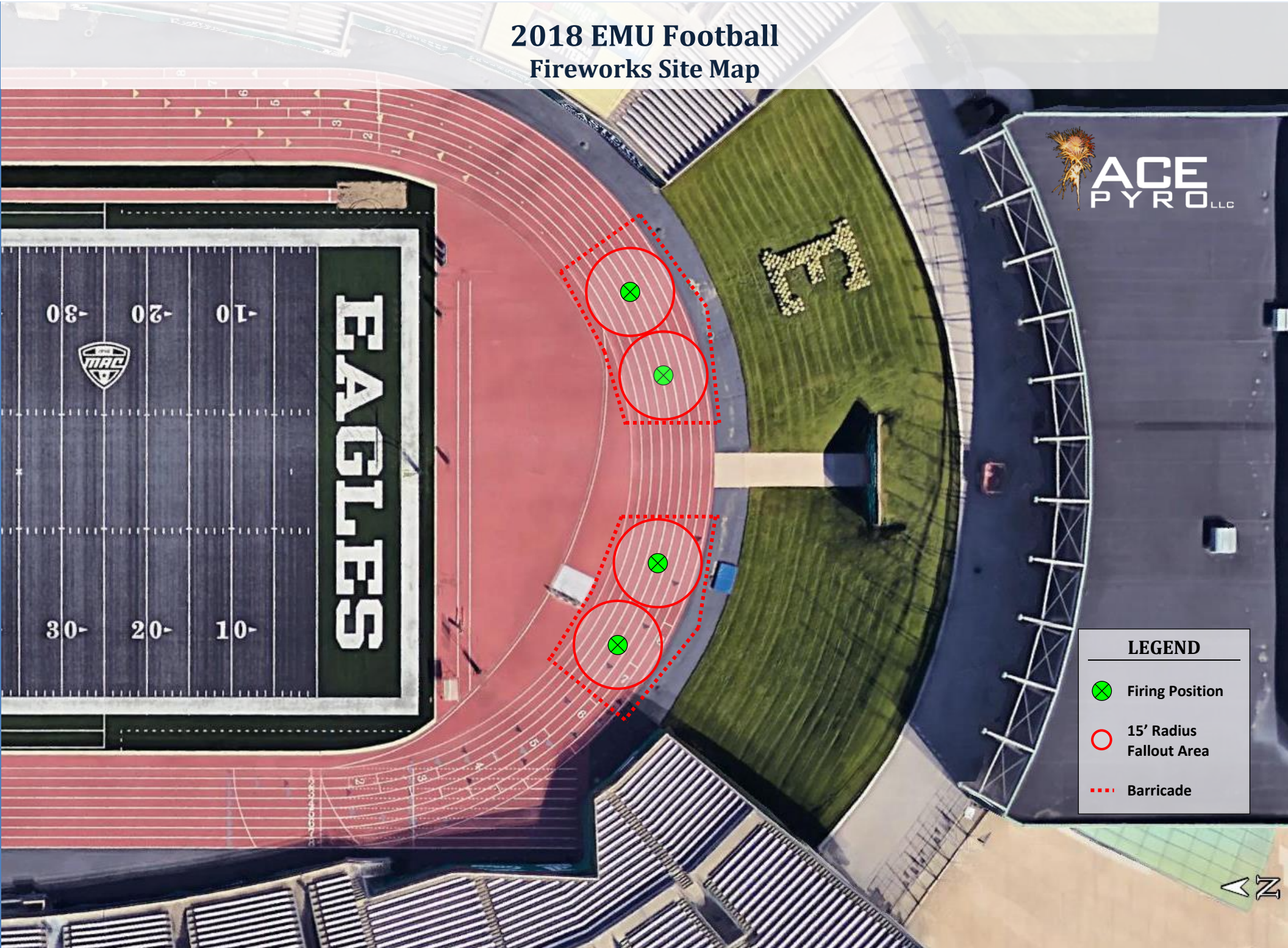
Display Operator Qualifications:

- Display Sales & Production Manager ACE Pyro, LLC
- Certified by the Pyrotechnics Guild International 'Display Operator Certification Course'
- Pyrotechnic Operator License – City of Detroit, Michigan
- Display choreographer
- System developer and industrial engineer – StarFire digital firing system
- 10+ years of experience on 100+ professional fireworks displays

Safety Precautions:

- Compliance with NFPA 1126: Standard for the Use of Pyrotechnics Before a Proximate Audience
- Firing positions will be barricaded to prevent unauthorized access
- Pyrotechnic materials will be attended at all times once on site
- Pyrotechnics will be fired using a computer controller digital firing system
- ABC and water firing extinguishers will be pre-positioned on display site

2018 EMU Football Fireworks Site Map



LEGEND

-  Firing Position
-  15' Radius
Fallout Area
-  Barricade

2018 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
------------------------	---

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes) ☐ Agricultural or Wildlife Fireworks ☒ Articles Pyrotechnic ☐ Display Fireworks ☒ Public Display ☐ Private Display ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY. PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)	
NAME OF PERSON PERMIT ISSUED TO Drew Espenshade		AGE (18 YEARS OR OLDER) ☒ YES ☐ NO	
ADDRESS OF PERSON PERMIT ISSUED TO 9700 Burmeister Rd, Saline, MI 48176			
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION ACE Pyro, LLC			
ADDRESS 9700 Burmeister Rd, Saline, MI 48176			
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) Approximately 50 - Close Proximity Articles Pyrotechnic Effects			
EXACT LOCATION OF DISPLAY OR USE Rynearson Stadium 799 North Hewitt Road, Ypsilanti, MI 48197			
CITY, VILLAGE, TOWNSHIP Ypsilanti		DATE 8/31/2018	TIME 6:30 PM
BOND OR INSURANCE FILED ☒ YES ☐ NO			AMOUNT \$10,000,000

Issued by action of the Legislative Body of a ☐ City ☐ Village ☐ Township of _____ on the _____ day of _____	
(Signature and Title of Legislative Body Representative)	

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Partners Group Ltd 11225 SE 6th St., Suite 110 Bellevue WA 98004		CONTACT NAME: Janet Nau PHONE (A/C, No, Ext): 425-455-5640 E-MAIL ADDRESS: Jnau@tpgrp.com		FAX (A/C, No): 425-455-6727
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : T.H.E. Insurance Company		12866
INSURED Ace Pyro, LLC 13001 E. Austin Rd Manchester MI 48158		14372		
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1572495774**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	Y		CPP010442903	11/1/2017	11/1/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ N/A
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			CPP010772903	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			ELP001174703	11/1/2017	11/1/2018	EACH OCCURRENCE	\$ 9,000,000
							AGGREGATE	\$ 9,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A			WCP0005331002	11/1/2017	11/1/2018	☒ WC STATUTORY LIMITS ☐ OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The following are Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured, as required by written contract:

Additional Insured: City of Ypsilanti and Eastern Michigan University
Event Location: Rynearson Stadium, 799 North Hewitt Road, Ypsilanti, MI 48197
Event Date(s): 8/31/2018, 9/29/2018, 10/13/2018, 10/27/2018, 11/3/2018, 11/10/2018

CERTIFICATE HOLDER**CANCELLATION**

City of Ypsilanti 1 S Huron Street Ypsilanti MI 48197	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

ATF Form 5400.14/5400.15 Part I
Revised October 2011

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FELC
Correspondence To 244 Needy Road
 Martinsburg, WV 25405-9431

License/Permit
Number **4-MI-161-20-0D-12625**

Chief, Federal Explosives Licensing Center (FELC)
[Redacted]
Expiration
Date **April 1, 2020**

Name
ACE PYRO LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**13001 E AUSTIN RD
MANCHESTER, MI 48158-**

Type of License or Permit

20-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

**ACE PYRO LLC
13001 E AUSTIN RD
MANCHESTER, MI 48158-**

Printed Name

Date

Previous Edition is Obsolete

ACE PYRO LLC: 13001 E AUSTIN RD: 48158-4 MI: 161-20-0D-12625: April 1, 2020: 20 MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **ACE PYRO LLC**

Business Name:

License/Permit Number: **4-MI-161-20-0D-12625**

License/Permit Type: **20-MANUFACTURER OF EXPLOSIVES**

Expiration: **April 1, 2020**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



Resolution No. 2018 – 219
August 28, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>NAME</u>	<u>BOARD</u>	<u>EXPIRATION</u>
Andrew French, non-resident 6138 Vineyard Ave. Ann Arbor, MI 48108	YDDA	9/1/2019

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



REQUEST FOR LEGISLATION
August 28, 2018

To: City Manager, Mayor, and Council

From: Joe Meyers, Interim Director of Community and Economic Development

Subject: 220 N. Park – Purchase and Sale Agreement

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

Staff and the review committee have recommended Norfolk Development Corporation as the qualified developer for the property.

The original Purchase Agreement proposed had a due diligence period and proceeded to closing if there were no objections to the diligence. This was unacceptable to Council. Since the last meeting, Assistant City Attorney Dan DuChene worked with Norfolk group attorney to create language to require a Development Agreement prior to closing. The 90-day purchase agreement allows the developer to complete due diligence and prepare a site plan to be reviewed by Council prior to the Planning process. The governmental approval period remains at 12 months.

In February 2018, the developer requested a 60 day extension which was granted.

In the following months, staff has been in communication with the developer to negotiate the terms of a developer agreement. When the purchase agreement lapsed, it was the opinion of the attorneys and staff that we combine a purchase agreement and developer agreement into one document now known as the Purchase and Sales Agreement with an attachment on development terms and conditions. The agreement spells out the following:

1. The cost of purchase will be \$1,000 per residential unit with a price to be no less than \$25,000.
2. The city will have the ability to repurchase the property at the purchase price if no work is completed within 24 months of the purchase.
3. The development will be submitted via PUD to ensure City Council will have a chance to see the site plan prior to final approval.
4. The development will contain no fewer than 25 and no more than 55 residential dwelling units unless the City Council approves more Units

5. The developer will offer extra cost options to purchasers of the residential units that will help to decrease the energy consumption of the occupants of the Units, or which will help to decrease the consumption of fossil fuels within the local environment. These options shall include, without limitation, wall and ceiling insulation with a greater "R-Value", Garage Doors with a higher "R-Value", Tankless water heaters, Furnaces and appliances with higher efficiency ratings if available, in-garage charging connections for electric and hybrid vehicles, and may include solar electricity generation systems. Any multi-family residential building constructed as part of the Development shall offer on-site recycling collection services at the sole cost and expense of the owner(s) of such multi-family residential building(s), which owner(s) shall engage third-party service providers to pick up, remove, and process such materials to be recycled.
6. The Purchaser shall exert commercially reasonable efforts to ensure that qualified sub-contractors and construction material suppliers based within the limits of the City of Ypsilanti (the "City"), or within the boundaries of Washtenaw County, have the opportunity to provide labor and materials for the construction of the infrastructure and the Units within the Development, which efforts shall include, without limitation, publicly soliciting bids for such labor and materials in local newspapers and trade publications and delivering written notice of each bid solicitation to the Seller. In addition, the Purchaser will exert commercially reasonable efforts to hire, and cause its contractors to hire, qualified residents of the City that are seeking employment in the construction field in connection with the construction of improvements within the Development, which efforts shall include, without limitation, publicly soliciting for such employment to such qualified residents in local newspapers and trade publications, hosting a job fair in the City, and delivering written notice of employment solicitations to the City. The Purchaser acknowledges that it is the intent of this provision that if two similarly qualified applicants apply for employment with the Purchaser and one of the applicants is a resident of the City and one is not a resident of the Seller, the applicant who is the resident of the City shall be given preference for the position. Promptly following the request of the Seller, from time to time, the Purchaser shall deliver to the Seller reasonably satisfactory evidence of the Purchaser's compliance.

RECOMMENDED ACTION: Staff recommends of the approval of the Purchase and Sale Agreement with Norfolk Group, LLC and directs the Mayor and City Clerk sign the agreement for the property at 220 N. Park Street.

ATTACHMENTS: Updated Purchase and Sale Agreement.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2018-220
August 28, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

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

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

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

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

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

OFFERED BY:

SUPPORTED BY:

YES: NO: ABSENT: VOTE:

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into as of the _____ day of _____, 2018 by, and between City of Ypsilanti ("Seller"), having an address at City of Ypsilanti, City Hall, One South Huron Street, Ypsilanti, Michigan 48197 and Norfolk Development Corporation, a Michigan corporation, on behalf of an entity to be formed, ("Purchaser"), having an address at 8178 Jackson Road, Suite D, Ann Arbor, Michigan 48103.

RECITALS:

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

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

C. Seller and Purchaser did previously execute a Purchase and Sale Agreement dated December 7, 2017 for the Property ("Prior Agreement"), which prior Agreement terminated.

D. The parties have had further discussions since the termination of the Prior Agreement and now wish to proceed to execute this Agreement pursuant to which Purchaser agrees to buy and Seller agrees to sell the Property in accordance with the terms and conditions hereinafter set forth.

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

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

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

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

3. Purchase Price. The purchase price for the Property shall be One Thousand and 00/100 (\$1,000.00) Dollars per residential unit approved for development on the Property pursuant to Section 5(c) hereof and the Development Terms (as defined below) set forth on Exhibit "C", but in no event, not less than Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars, plus or minus the net amount of prorations and adjustments as required pursuant to this

Agreement ("Purchase Price"). The Purchase Price shall be paid at Closing in wire transferred funds.

4. Deposit. Within ten (10) days of full execution of this Agreement by Seller and Purchaser, Purchaser shall deliver to Liberty Title Company ("Escrow Agent") the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) representing the earnest money deposit hereunder (the "Deposit"), the receipt of which the Escrow Agent shall acknowledge by its execution of this Agreement. The Deposit shall be held by the Escrow Agent and shall be paid as provided below in this Agreement, or otherwise refunded to Purchaser as provided for in this Agreement. At Closing (as defined below) Purchaser shall receive a credit against the Purchase Price for the full amount of the Deposit. Seller and Purchaser acknowledge that the Escrow Agent is acting in that capacity as an accommodation to the parties, and agree to hold the Escrow Agent harmless from any liability or claim with respect to the Deposit, other than claims for gross negligence or willful misconduct. Seller and Purchaser agree that in the event of any dispute with respect to the Deposit, Escrow Agent may tender the Deposit to the Clerk of the Circuit Court for Washtenaw County, Michigan, pursuant to an interpleader action and Escrow Agent shall thereafter be relieved of all obligations with respect thereto.

5. Inspection Period/Approval Period.

(a) Intentionally Omitted.

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

If Purchaser's environmental investigation during the Inspection Period uncovers conditions that warrant additional testing and/or a requirement for a due care plan, Purchaser

shall have the option of extending the Inspection Period by an additional ninety (90) days ("Extended Inspection Period") by delivering to the Seller, prior to the expiration of the initial Inspection Period written notice of Purchaser's intention to extend the Inspection Period and One Thousand and 00/100 (\$1,000.00) Dollars to the Escrow Agent as an additional, non-refundable Deposit. At Closing (as hereinafter defined), Purchase shall receive a credit against the Purchase Price for the full amount of this additional, non-refundable Deposit. If Purchaser fails to proceed to close for any reason other than Seller's default, the Additional Deposit shall be released to the Seller.

If Purchaser terminates this Agreement as provided in this paragraph 5(b) then prior to the return to Purchaser of the Deposit, Purchaser shall provide to the City true and complete copies of any and all material third-party documentation and reports of the physical and environmental condition of the Property that Purchaser has obtained or caused to be produced prior to the date Purchaser elects to terminate this Agreement within ten (10) business days of such termination. Failure of Purchaser to so perform shall be considered a default of Purchaser and Seller shall be entitled to the full amount of the Deposit from Seller.

(c) Approval Period. Purchaser shall, as soon as reasonably possible after full execution of this Agreement, but in no event later than 60 days after the expiration of the Inspection Period or the Extended Inspection Period, whichever is applicable, make application to the City of Ypsilanti for approval of a concept development plan for Purchaser's intended use of the Property as a mixture of cottage, single family and multi-family development with the total number of units being not less than 25 ("Purchaser's Intended Use") The parties agree that Purchaser will pursue establishing the Property as a Planned Unit Development under the City of Ypsilanti Zoning Ordinance for the purpose of developing the Property as proposed by Purchaser. The Property shall be developed in accordance with the terms hereof and any agreement between the parties executed in connection with establishing the Property as a Planned Unit Development. Nothing contained in this Agreement shall be deemed to be an approval by the City as to any matter, including, but not limited to, site plan approval or an approval with respect the historical designation of any structure or other improvement. The Purchaser shall be required to follow the process for obtaining all approvals contained in the applicable City zoning or other ordinances and Purchaser shall comply with the terms and the conditions set forth on Exhibit "C", which obligations shall survive the Closing. Purchaser shall have twelve (12) months from expiration of either the Inspection Period or the Extended Inspection Period, whichever is applicable, to obtain the requisite governmental approvals, for Purchasers Intended use which includes without limitation Final PUD Site Plan Approval, Final Engineering Approval including Washtenaw County Water Resources Commission approval if required, and Historic District Commission approval of the building elevations and exterior materials ("Approval Period"). If Purchaser obtains requisite governmental approvals for Purchaser's Intended Use during the Approval Period, Purchaser shall proceed with purchase of the Property pursuant to the terms of this Agreement. If Purchaser is unable to obtain requisite governmental approvals within the Approval Period, Purchaser shall have the option of terminating this Agreement and upon such event, Purchaser shall receive a prompt refund of the refundable portion of the Deposit and this Agreement shall be deemed null and void.

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

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

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

(d) Right of Entry. Seller shall extend, at no cost to Seller, all reasonable cooperation to Purchaser, its agents and employees, to facilitate such inspections, investigations, appraisals and tests. Seller hereby grants to Purchaser, Purchaser's attorneys, engineers, employees, contractors and subcontractors, the right during the term of the Inspection Period to gain entry to the Property to survey and inspect the Property and to perform such soil and other engineering tests and studies thereon as Purchaser reasonably deems necessary or desirable, including without limitation soil borings. Purchaser shall give Seller reasonable advance notice whenever it desires to inspect the Property, and Seller shall have the right to be present whenever such inspections occur.

Purchaser shall not commit waste or otherwise damage or destroy or alter the Property in obtaining such inspections, investigations, appraisals and tests and shall promptly restore the Property and make any necessary repairs thereto caused by its inspections, investigations, appraisals and tests and shall indemnify, defend and hold the Seller harmless from and against any and all loss, cost liability or damage of any kind or nature arising out of Purchaser's inspections, investigations, appraisals, and tests. Prior to and during the pendency of any entry upon the Property, Purchaser shall obtain liability insurance against damage to persons or property in or about the Property in an amount of not less than One Million (\$1,000,000.00) Dollars, which policy shall list Seller as an insured party and, on request, provide Seller with an insurance binder showing the existence of the insurance and Seller as an insured party.

6. Title and Survey.

(a) Title. As evidence of title, Purchaser, at Seller's expense, shall request as soon as reasonably possible, but in no event later than ten (10) days after the date of this Agreement, a title insurance commitment from a title company underwritten for Liberty Title Company ("Title Insurer") an ALTA Owners Title Policy-Form B to be issued at Closing, without standard exceptions (with Purchaser responsible for providing any survey), and, at Purchaser's option may, include a standard zoning endorsement 3.0, access and all other endorsements Purchaser deems appropriate, in the amount of the Purchase Price, naming Purchaser as the insured (the "Title Commitment"). Purchaser shall be responsible for the cost of all endorsements and special coverages. The Title Commitment shall be accompanied by copies of any instruments

of record or other instruments concerning title reflected in the commitment. If the Title Commitment shall contain any encumbrances or exceptions which, in the opinion of Purchaser and/or Purchaser's counsel, may interfere with Purchaser's Intended Use of the Property or if they do not match the Property depicted on Exhibit "A" attached, Purchaser shall notify Seller of such exceptions in writing within twenty (20) business days of the date on which Purchaser has received both the Title Commitment and the Survey (as defined below) but in no event later than forty-five (45) days after the date hereof, and Seller shall have ten (10) business days from the date of such notification to cure or eliminate such encumbrances or exceptions. Seller shall have no obligation, but may in its sole discretion, undertake the effort to eliminate such encumbrances or exceptions. With respect to any such encumbrances or exceptions which Seller shall fail to eliminate within the aforesaid period, Purchaser shall within 5 days of Seller's failure or deemed refusal to eliminate any item objected to by Purchaser, Purchaser shall provide written notice to Seller of Purchaser's election to either:

(i) waive its objections to and accept title subject to such encumbrances or exceptions; or

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

Encumbrances or exceptions to title shown on the Title Commitment to which Purchaser does not object, or which with Purchaser's consent are waived and accepted or insured over and the Seller's repurchase rights described in Section 14(k) below (which shall be contained in the deed given by Seller) are referred to as the "Permitted Exceptions". At closing, Seller shall deliver to Title Insurer a form of owner's affidavit reasonably acceptable to Seller. Purchaser shall be responsible for providing any survey required to delete the survey exception. The Title Commitment shall be endorsed by the Title Insurer as of the date of each Closing. Concurrently with Closing, Seller shall pay for a policy of title insurance to be issued pursuant to the Title Commitment, in the full amount of the Purchase Price for the Property as provided herein, insuring Purchaser's interest in the Property, subject only to the Permitted Exceptions.

(b) Survey. Purchaser reserves the right to cause to have prepared at Purchaser's sole cost and expense, by a surveyor selected by Purchaser that is licensed in the State, an ALTA/ACSM survey meeting the minimum standard detail requirements and classifications for urban surveys as adopted by the American Land Title Association and American Congress on Surveying and Mapping, 1992 certified to Purchaser and the Title Insurers (the "Survey"). If the Survey shall contain any information that may, in Purchaser's sole discretion, interfere with Purchaser's Intended Use of the Property, Purchaser shall notify Seller of such objections in writing within twenty (20) days of the later (i) the date on which Purchaser has received the Title Commitment and copies of all recorded documents affecting the Property which constitute encumbrances against the Property or exceptions to the Seller's title, and (ii) the date on which Purchaser receives the Survey, but in no event later than forty-five (45) days after the Effective Date, and Seller shall have twenty (20) business days from the date of such notification to eliminate such objections. Seller shall have the obligation to eliminate such objections, but may do so in its sole discretion. If Seller shall fail to eliminate the objections within the aforesaid period, Purchaser shall, at Purchaser's option, within 5 days of Seller's refusal or deemed refusal to cure provide written notice to Seller of Purchaser's election to either:

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

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

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

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

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

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

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

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

(f) Except as disclosed in the Seller Deliverables, there are no contracts or agreements, written or oral, affecting the Property that will bind Purchaser or the Property after Closing.

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

8. Closing.

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

toxic under federal, state or local laws or regulations (collectively, "Hazardous Materials"), on, under, or about the Property provided such Hazardous Materials are first disclosed after the expiration of the Inspection Period and result from acts and/or omissions of parties other than Purchaser first occurring after the Inspection Period.

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

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

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

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

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

(v) Delivery by Seller of payment for title policy premium and all documents required by this Agreement to be delivered by Seller to the Title Insurer.

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

(c) At Closing, Purchaser agrees to enter into a five (5) year agreement with Seller, on terms acceptable to Seller, wherein Purchaser agrees to compensate Seller an additional One Thousand and 00/100 (\$1,000.00) Dollars per additional residential unit that is approved by all requisite governmental entities for development on Property that is not otherwise considered in the Purchase Price (as described in paragraph 3 of this Agreement) at Closing (Post Closing Agreement). This Post Closing Agreement shall be entered by and between the parties at Closing and be recorded against the Property. The obligations of this Post Closing Agreement shall survive closing.

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

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

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

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

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

to terminate this Agreement upon written notice to Seller and the refundable portion of the Deposit shall be returned to Purchaser.

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

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

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

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

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

11. Default.

(a) If Purchaser defaults hereunder, then provided Seller is not in default hereunder, Seller may terminate this Agreement as provided in this subparagraph. The Seller shall give the Purchaser written notice of the occurrence of the event, but no such notice and cure right shall apply to Purchaser's failure to timely close. The Purchaser shall have thirty (30) days from the date of the notice to correct its failure to perform the obligation(s) which gave Seller the right to terminate this Agreement. If Purchaser corrects the failure to perform its obligation(s) within the thirty (30) day period, the Seller shall no longer have the right to terminate this Agreement because of that event. If the Purchaser does not correct its failure to perform the obligation(s) within the thirty (30) day period, the Seller shall have the option to terminate this Agreement in which event it shall give the Purchaser and the Escrow Agent written notice that this Agreement is terminated and this Agreement shall terminate on the day such notice is sent, and the Deposit shall be released to, or retained by, Seller as liquidated damages, as Seller's sole and exclusive remedy on account of such default hereunder by Purchaser, and neither party shall have any further liability or obligation to the other, except for those obligations which expressly survive the termination of this Agreement. The parties acknowledge and agree that actual damages in such event are uncertain in amount and difficult to ascertain and that said amount of liquidated damages was reasonably determined.

(b) If Seller defaults hereunder, then provided Purchaser is not in default hereunder, Purchaser may elect in its discretion either to: (i) Terminate this Agreement whereupon the Deposit shall be promptly returned to Purchaser, and to be reimbursed by Seller for Purchaser's actual out-of-pocket costs and expenses incurred in connection with this transaction (provided in no event will Seller's obligation to reimburse Purchaser exceed the sum of Twenty-Five Thousand and 00/100 (\$25,000) Dollars; or (ii) Seek judgment against Seller for specific performance of this Agreement, provided any election to specifically enforce this Agreement must be filed and served on Seller within thirty (30) days of such Seller default.

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

13. Offer Termination. Purchaser's offer to buy the Property shall remain valid until _____, 2018, and if not accepted by Seller, the Deposit shall be returned to Purchaser.

14. General Provisions.

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

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

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

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

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

If to Purchaser:

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

With a copy to:

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

If to Seller:

City of Ypsilanti
City Hall
One South Huron Street
Ypsilanti, Michigan 48197
Attn: Joseph Meyers

With a copy to:

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

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

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

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

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

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

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

(k) Purchaser represents to Seller that Purchaser is not now nor shall it be at any time prior to or at the Closing an individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity (collectively, a "Person") with whom a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories (collectively, a "U.S. Person"), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC ("Specially Designated Nationals and Blocked Persons")) or otherwise. Neither Purchaser nor any Person who owns an interest in Purchaser (collectively, a "Purchaser Party") is now nor shall be at any time prior to or at the Closing a Person with whom a U.S. Person, including a "financial institution" as defined in 31 U.S.C. 5312 (a)(z), as periodically amended ("Financial Institution"), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC (including those executive orders and lists published by OFAC with respect to Specially Designated Nationals and Blocked Persons) or otherwise.

(l) In the event that Purchaser does not commence construction of its improvements within the Property within twenty-four (24) months from the Closing date, the City shall have the option to re-purchase the Property from Purchaser for a purchase price equal to the Purchase Price. The City shall exercise its option to re-purchase the Property by providing written notice of the exercise of such option, if at all, within thirty (30) days after the expiration of such twenty-four (24) month period. If the City does not exercise its option to re-purchase the Property within such thirty (30) day period, the City's right to re-purchase the Property shall expire and be of no further force and effect. At the closing for any such re-purchase of the Property by the City, Purchaser shall be responsible for the payment of all transfer taxes payable in connection with such transaction, if any, and the title insurance premium for a title insurance policy issued by the Title Company, subject only to the Permitted Exceptions and any other matters that have been approved by the City prior to such closing. The City's right to repurchase the Property set forth in this Section 14(l), shall survive Closing and shall be contained in the deed by which title to the Property is conveyed. Such deed will provide that the City's rights to repurchase shall be void and of no further force and effect if the City has not made its election within the time periods provided above.

(m) Notwithstanding anything contained herein to the contrary, Seller's obligation to close on the sale of the Property shall be contingent on Purchaser providing to Seller, at closing, reasonable evidence that Purchaser has sufficient funds available to pay all costs to install all required roads and utilities necessary for the Development approved by the Seller pursuant to Section 5(c) above and as referenced in the PUD Agreement it being agreed that such evidence may include a firm and detailed commitment for financing from a third party.

15. Assignment. Purchaser's rights hereunder may be assigned upon written consent of Seller, such consent shall not be unreasonably withheld and without consent if assignment is to an entity that is controlled by James A. Franke. Except as otherwise stated above, no assignment by either party of its rights and duties hereunder shall be effective unless approved in writing by the other party, which approval shall not be unreasonably withheld or delayed, except that the Seller may withhold its approval, in its sole and absolute discretion, to any proposed assignment of this Agreement by the Purchaser at any time prior to the final completion of the Development, as such final completion is evidenced by the completion of all Site Improvements and the completion and sale of all Units in accordance with the terms of this Agreement and the Approved Site Plan and Approved Plans. The Purchaser shall be entitled to collaterally assign its rights hereunder, as well as any Approved Site Plan for the Property, to an institutional lender as additional collateral security in connection with any construction loan made to the Purchaser and secured by the Property. This Agreement shall be binding upon the parties hereto and their respective successors and assigns, including, without limitation, all subsequent owners of the Property or any portion thereof, and shall run with the land described in the attached Exhibit "A". At the sole option of the Seller, either this Agreement or a memorandum of this Agreement may be recorded in the office of the Washtenaw County Register of Deeds, the cost of which recording shall be borne by the Purchaser.

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

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

(SIGNATURE PAGE(S) FOLLOWS)

Exhibit List:

- A - Legal Description of Real Estate
- B - Purchaser's Response to Seller's RFQ
- C - Development Terms and Conditions

(SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT)

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

WITNESSES:

PURCHASER:

NORFOLK DEVELOPMENT CORPORATION
on behalf of an entity to be formed

By: _____
James A. Franke, President

Dated: _____

WITNESSES:

SELLER:

CITY OF YPSILANTI

By: _____
Amanda Edmonds, Mayor

Dated: _____

By: _____
Frances McMullen, City Clerk

Dated: _____

ESCROW AGENT RECEIPT

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

LIBERTY TITLE COMPANY

By: _____

Dated: _____, 201____

EXHIBIT A

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

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

EXHIBIT B

Purchaser's Response to Seller's RFQ

**EXHIBIT C ATTACHED TO AND MADE A PART OF THE
PURCHASE AND SALE AGREEMENT (“PSA”) BETWEEN THE CITY OF
YPSILANTI, AS SELLER, AND NORFOLK DEVELOPMENT CORP., AS
PURCHASER,
DATED _____, 2018**

DEVELOPMENT TERMS AND CONDITIONS

The terms and conditions set forth in this Exhibit are made a part of the PSA and shall be binding on Purchaser and Seller and shall survive closing. In the event of a conflict between this Exhibit C and the PSA, this Exhibit C shall govern and control.

I. OBLIGATIONS OF THE COMPANY

1. **Minimum Investment in the Development.** The Purchaser agrees that it will submit its plans for the development of the Property to the City of Ypsilanti as a Planned Unit Development pursuant to Sec. 122-700 et seq. (“Site Plan”).
2. **The Density (Units per Acre) and the Location of Units.** The Purchaser agrees that the Site Plan it will submit to the Seller for approval will contain no fewer than 25 and no more than 55 residential dwelling units (each, a “Unit” and collectively, the “Units”), unless the City Council of the City of Ypsilanti (the “City Council”) approves more Units. The resulting range of the Density of the Units on the 4.4 acres will be 5.7 to 12.5 units per Acre. The Purchaser further agrees that the Site Plan will depict Units fronting on Park, High and Grove Streets as well as on newly constructed internal drives and street(s) to be constructed on the Property (collectively, the “Development”).
3. **Affordable Housing Requirements; No Tax Incentives.** The Purchaser will not be offering affordable housing units. The Purchaser acknowledges that the Seller has not and will not agree to provide any real property tax abatements or other tax incentives, including, without limitation, any payment in lieu of taxation agreement.
4. **Sustainability and the Use of “Green Energy”.** The Purchaser will offer extra cost options to purchasers of the residential units that will help to

decrease the energy consumption of the occupants of the Units, or which will help to decrease the consumption of fossil fuels within the local environment. These options shall include, without limitation, wall and ceiling insulation with a greater “R-Value”, Garage Doors with a higher “R-Value”, Tankless water heaters, Furnaces and appliances with higher efficiency ratings if available, in-garage charging connections for electric and hybrid vehicles, and may include solar electricity generation systems. Any multi-family residential building constructed as part of the Development shall offer on-site recycling collection services at the sole cost and expense of the owner(s) of such multi-family residential building(s), which owner(s) shall engage third-party service providers to pick up, remove, and process such materials to be recycled.

5. **The Search for and Selection of Local Contractors.** The Purchaser shall exert commercially reasonable efforts to ensure that qualified sub-contractors and construction material suppliers based within the limits of the City of Ypsilanti (the “City”), or within the boundaries of Washtenaw County, have the opportunity to provide labor and materials for the construction of the infrastructure and the Units within the Development, which efforts shall include, without limitation, publicly soliciting bids for such labor and materials in local newspapers and trade publications and delivering written notice of each bid solicitation to the Seller. In addition, the Purchaser will exert commercially reasonable efforts to hire, and cause its contractors to hire, qualified residents of the City that are seeking employment in the construction field in connection with the construction of improvements within the Development, which efforts shall include, without limitation, publicly soliciting for such employment to such qualified residents in local newspapers and trade publications, hosting a job fair in the City, and delivering written notice of employment solicitations to the City. The Seller may provide any names of sub-contractors, material suppliers or residents of the City seeking employment in the construction field to the Purchaser for consideration of their qualifications to participate in the development to be built on the Property. The Purchaser acknowledges that it is the intent

of this provision that if two similarly qualified applicants apply for employment with the Purchaser and one of the applicants is a resident of the City and one is not a resident of the Seller, the applicant who is the resident of the City shall be given preference for the position. Promptly following the request of the Seller, from time to time, the Purchaser shall deliver to the Seller reasonably satisfactory evidence of the Purchaser's compliance with the terms and conditions of this Section 5.

6. Infrastructure Improvements to Serve Development.

(a) The Purchaser acknowledges and agrees that all costs related to the acquisition, construction and financing of the portion of the sanitary sewer system and water system constructed within the Property to provide service within the Property for the Property's benefit shall be performed and paid by the Purchaser. The Purchaser shall be required to pay sanitary sewer or water tap fees with respect to the residential equivalent units constructed on the Property; it shall pay sanitary sewer and water tap fees for such Units at the rates prevailing at the time of such connections.

(b) The Purchaser acknowledges and agrees that all costs related to the acquisition, construction and financing of driveways, walkways, and private and public roads now or hereafter constructed within the Property, and the construction thereof, shall be the sole responsibility of the Purchaser. The Purchaser, or subsequently its assignees, shall be solely responsible, at its sole cost and expense, for the repair, maintenance, replacement, and reconstruction of all driveways, walkways, and private roadways now or hereafter constructed within the Property, including, without limitation, the plowing, salting, and removal of snow and ice from such driveways, walkways, and roadways. The Purchaser further acknowledges that the Approved Site Plan and Approved Plans (as defined below) may require that any extension of Locust Street through the Development be dedicated as a public right of way following the Purchaser's construction thereof.

(c) The Purchaser shall prepare and submit to the City Council or other applicable divisions of the City for approval plans and specifications (collectively, "Plans") prepared by a registered professional engineer for construction of water

and sanitary sewer mains, storm water management systems, streets, sidewalks and streetlights (collectively, the "Site Improvements"), provided that no work on said Site Improvements shall be commenced until the Plans have been approved by the Seller. The Plans for the Site Improvements, Units, or any other portion of the Development, if and when approved by the Seller in accordance with the terms of this Agreement, are collectively referred to herein as the "Approved Plans".

(d) The Purchaser shall construct all Site Improvements in accordance with the Approved Site Plan and Approved Plans therefor and shall otherwise cause all Site Improvements to be constructed in a lien-free and good and workmanlike manner using new and first-class materials and in accordance with all applicable laws, ordinances, codes, regulations, and rules as well as prevailing industry standards and best practices and the Purchaser shall repair all defects in the Site Improvements that are discovered during the warranty period, following the construction thereof. Without limitation of the foregoing, all such construction shall be properly and adequately fenced and cordoned off and performed only during normal business hours (i.e. 7:00 a.m. to 6:00 p.m.), Monday through Saturday, and no construction shall be performed outside of normal business hours without the express prior written consent of the Seller. If the Purchaser fails to construct the Site Improvements in accordance herewith, or if following the completion thereof fails to maintain, repair, and replace such Site Improvements in accordance herewith, the Seller may send notice via first class mail to the Purchaser at the address listed above requiring it to commence and complete the Site Improvements, or such repair maintenance, and replacement, described in the notice within the time set forth in the notice. Thereafter the Seller may (but shall have no obligation to) cause the construction of the Site Improvements to be completed at the cost and expense of the Purchaser if the Purchaser does not complete the work within the time set forth in the notice. Every owner of a portion of the Property or Development, including owners of any condominium units, shall be jointly and severally liable for such costs and expenses incurred by the Seller, which shall be a lien on the Property and Development and may be collected and foreclosed in the same manner as a lien for real property taxes and assessments.

(e) Purchaser shall furnish to the Seller, within 30 days of following completion of the Site Improvements, and as an additional condition precedent to the Seller's issuance of building permits, an engineer's certificate certifying that the construction of the Site Improvements has been completed in accordance with the Approved Site Plan and Approved Plans for the Site Improvements.

(f) The Purchaser shall provide, prior to and as a condition to the issuance of building permits, a signing plan to the Ypsilanti Fire Department and install all street name signs according to City specifications and to provide and install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public.

(g) Prior to and as a condition to the issuance of building permits for any condominium units, the Purchaser shall install condominium unit monuments and condominium unit corners or provide escrow funds to ensure placement of monuments and condominium unit corners in accordance with section 125 of Public Act No. 288, Subdivision Control Act, for all condominium units and assign condominium unit numbers in the master deed that conform to those on the Approved Site Plan.

(h) For the benefit of the residents of the City, and in addition to the Purchase Price, at Closing the Purchaser shall pay and contribute to the City the amount of \$200 per Unit (including any individual condominium Units) to the Seller to be used by the Seller for offsite public purposes, as determined by the Seller in its sole and absolute discretion, which may include, without limitation, for improvements to parks or public transpiration facilities or for affordable housing purposes.

7. **Dedication of Public Infrastructure Improvements**. At the request of the Seller, the Purchaser shall dedicate to the Ypsilanti Community Utility Authority ("YCUA"), or to such public agency designated by the Seller, at no cost or expense to the Seller, YCUA, or other public agency, through the grant of an easement for the use, maintenance and repair thereof, and delivery of a bill of sale for the particular improvement, the sanitary sewer,

storm sewer, and/or water improvements constructed on the Property. Additionally, at the request of the Seller, the Purchaser shall dedicate to the Seller, or to such public agency designated by the Seller, by deed or through the grant of an easement or right-of-way any streets, roads, alleys, sidewalks, or pathways constructed on the Property. Any such dedication shall be made at no cost or expense to the Seller (except for nominal consideration in an amount not to exceed \$10), provided, that following the acceptance thereof by the Seller or such other designated public agency, the Seller or such other public agency shall be responsible for the maintenance and repair of any such Site Improvements that are publicly dedicated and accepted by the Seller or applicable governmental agency. For the avoidance of doubt, unless expressly assumed by a duly authorized and enacted resolution of the Seller Council, in no event shall the Seller have any obligation or liability with respect to any storm or sanitary sewer improvements, water service improvements, roadways, driveways, sidewalks or any other improvements constructed at the Development, including, without limitation, the Site Improvements.

8. **Accessibility.** Not less than ten percent (10%) of the Units shall be fully accessible to individuals with disabilities, which shall include, without limitation, accessible configurations and entrance ramps.

9. **Construction and Marketing of Units.**

(a) Notwithstanding anything to the contrary contained in this Agreement, the Approved Site Plan, or the Approved Plans, the Seller shall not be obligated to issue any building permits or approval for the commencement of the construction of any Units in the Development (including Model Units (as defined below)) unless and until the Purchaser shall have completed the construction of all Site Improvements in accordance with this Agreement, the Approved Site Plan, and the Approved Plans therefor and shall have delivered the engineer's certificate required under Section 6(f) above.

(b) The Purchaser shall cause all Units to be constructed in accordance with the Approved Plans therefor and shall otherwise cause all Units to be

constructed in a lien-free and good and workmanlike manner using new and first-class materials and in accordance with all applicable laws, ordinances, codes, regulations, and rules as well as prevailing industry standards and best practices. Without limitation of the foregoing, all such construction shall be properly and adequately fenced and cordoned off and performed only during normal business hours (i.e. 7:00 a.m. to 6:00 p.m.), Monday through Saturday, and no construction shall be performed outside of normal business hours without the express prior consent of this City. The Purchaser shall cause each Unit to be fully constructed (subject to the later completion of minor interior punch-list items) and ready for occupancy within 18 months following the commencement of construction of each such Unit.

(c) Unless otherwise expressly approved by the Seller as part of its approval of the Approved Site Plan and/or Approved Plans for the Units, in no event shall the street frontage of any garage exceed more than 50% of the total street frontage of a Unit.

(d) The Purchaser covenants and agrees it shall maintain at its expense until the completion of construction of the final Unit, the following insurance (and thereafter as provided below):

(i) Workers' compensation insurance for its employees that meets Michigan's statutory requirements and Employers' Liability insurance with minimum limits of \$500,000 each accident.

(ii) Professional liability (error and omission) insurance for any professionals in its employ or with whom it has contracted, with minimum limits of \$1,000,000 each occurrence.

(iii) Comprehensive general liability insurance with minimum limits of \$5,000,000 combined single limit, each occurrence, for bodily injury, property damage, products, completed operations and blanket contractual liability for all written agreements. Required limits may be satisfied through a combination of primary and umbrella/excess policies and

be provided by insurance company(s) with an A.M. Best rating of A- or better.

(iv) Property Damage / Builder's Risk in an amount appropriate for the full replacement cost of the Development (excepting the cost to replace any Units that have been sold to third-parties).

The Purchaser agrees that it will make best efforts to obtain a similar covenant with respect to the above insurance requirements from any consultant, contractor, subcontractor, or any other party engaged by Purchaser and the agents and employees of said parties engaged by Purchaser to undertake any of the activities associated with the performance of the activities contemplated by this Agreement.

The insurance policies shall name Purchaser as the insured and include Seller as an additional insured with respect to liability coverages and shall, to the extent obtainable, be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days' prior notice to the Seller. As to the additional insureds, the insurance provided shall be primary and non-contributory. Certificates of insurance evidencing such coverage shall be submitted to the Seller prior to the commencement of construction of the Site Improvements and thereafter renewal certificates evidencing such renewed coverage shall be delivered on an annual basis prior to the expiration of the then expiring coverage.

(e) The Purchaser shall not, at any time, record any master deed, declaration of covenants, conditions, and restrictions, reciprocal easement agreement, or similar document or instrument encumbering the Property or any portion thereof without first submitting a draft of the same to the Seller for the Seller's review and prior written approval. Without limitation of the preceding sentence, any master deed recorded against the Property or any portion thereof shall be subject to the terms and conditions of this Exhibit C and shall include a provision disclosing the existence of this Exhibit C and incorporating the terms and conditions of this Exhibit C therein by reference. Additionally, and without limitation of any provisions of this Exhibit C, any master deed recorded against the Property

or any portion thereof shall expressly authorize the Seller to levy liens against the individual unit owners created thereby in connection with the Seller's enforcement of the Purchaser's obligations under this Exhibit C.

10. **Indemnification.**

(a) The Purchaser shall indemnify, defend, and hold the Seller harmless from any claims, losses, liabilities, damages or expenses (including reasonable attorney fees and costs) suffered or incurred by the Seller based upon or resulting from any acts or omissions of the Purchaser, its employees, agents, contractors, subcontractors, invitees, or licensees in the design, construction, maintenance or repair of any of the Site Improvements or Units under this Agreement, the Approved Site Plan, or the Approved Plans, or otherwise arising in connection with the Development.

II. OBLIGATIONS OF THE CITY – In connection with the Purchaser's efforts to obtain the necessary permits and approvals for the development of the Property, the Seller agrees as follows:

1. The Seller will reasonably cooperate with the Purchaser in efforts to cause the YCUA to provide adequate water and sewer service to the Development; provided, however, that the Seller shall not be obligated to incur any cost, expense, or liability in connection therewith. For the avoidance of doubt, in no event shall the Seller, YCUA, or any other public agency or body have any obligation to update or improve, or incur any cost or expense to update or improve, any public utility systems or facilities in connection with the Development. Should any such upgrades or improvements be necessary or desirable in order to provide service to the Development, the Purchaser shall be solely responsible for the cost and expense thereof and for obtaining all entitlements and approvals with respect thereto.
2. The Seller will reasonably cooperate with the Purchaser to assist the Purchaser in obtaining title to, or easements across, any adjacent property that will enhance the Property, such as the no longer used street ROW's at

the closed railroad crossings on Park and Grove Streets, the MDOT ROW between the Property and Cross Street, and the MDOT owned parcel to the West; provided, however, that the Seller shall not be obligated to incur any cost, expense, or liability in connection therewith.

3. The Seller will reasonably cooperate with the Purchaser to pursue any Brownfield Development funds or other similar fund sources if site development activity on the Property uncovers environmental contamination not identified in the Phase 1 Environmental Site Assessment conducted by AKT Peerless for the Seller dated October 9, 2015; provided, however, that the Seller shall not be obligated to incur any cost, expense, or liability in connection therewith.
4. **No Third Party Beneficiaries.** This Agreement does not create any contractual rights in any third parties.
5. **Amendment to Purchase Agreement.** Notwithstanding anything to the contrary contained in the Purchase Agreement to which this Exhibit C is attached, the Seller shall have no obligation to proceed to closing thereunder or otherwise sell or convey the Property to the Purchaser unless and until the Purchaser delivers to the Seller evidence, reasonably satisfactory to the Seller, that (i) the Purchaser has obtained all entitlements necessary to permit the construction of the Development.
6. **City's Remedies.**

(a) Failure of the Purchaser to construct, repair and/or maintain the Development, or any portion thereof, in accordance with the Approved Site Plan and Approved Plans and/or failure of the Purchaser to comply with any of this Agreement's terms and conditions shall constitute a material breach of this Exhibit C and the Seller shall have all remedies in law and/or in equity necessary to ensure that the Purchaser complies with the Approved Site Plan and/or the terms and conditions of this Agreement. The Purchaser shall be responsible for all costs and expenses including reasonable attorney fees and costs incurred by the Seller in enforcing the terms and conditions of the Approved Site Plan, Approved Plans, and/or this Exhibit C.

(b) In addition to any other remedy set forth in this Exhibit C or in law or equity, if the Purchaser fails to make any payment to the Seller as and when required under this Agreement, then the owners of the Units (whether the Purchaser or third-parties) shall be jointly and severally liability therefor and any unpaid amount(s) shall become a lien against the Property and may be placed on the Seller's tax roll either as a single lot assessment covering the entire Property or as an assessment of each individual Unit.

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REQUEST FOR LEGISLATION

**FROM: MARILOU T. UY
FINANCE DIRECTOR**

**SUBJECT: WAIVE THE 1% ADMINISTRATIVE FEE FOR THE WATER STREET BOND 2016
A MILLAGE**

DATE: AUGUST 28, 2018

During the preparation of the 2018 Summer Tax bills, Staff discovered that the one-percent administrative fee that the city levies against all tax collections was not applied to the new Water Street Debt 2016A millage. City Manager McClary immediately informed Council about the omission. Staff requested the City Attorney to determine if the City can re-bill or waive the administrative fee. Two Council members and the City Attorney agreed in waiving the fees for a total of \$6,744.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Proposed Resolution

CITY MANAGER APPROVAL: _____

COUNCIL AGENDA DATE: August 28, 2018

CITY MANAGER COMMENTS:

FINANCE DIRECTOR APPROVAL: _____



Resolution No. 2018 - 221
August 28, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That, pursuant to its discretion under Section 44 of the General Property Tax Act, Public Act 206 of 1893 (MCL 211.44(4)), the one-percent property tax administration fee for the collection of the Water Street Bond Payment Millage is waived for 2018 summer taxes.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



REQUEST FOR LEGISLATION

FROM: MARILOU T. UY, FINANCE DIRECTOR

SUBJECT: AUTHORIZED PERSONS TO SIGNED ALL CITY BANK ACCOUNTS AND CHECK SIGNORS

DATE: AUGUST 28, 2018

Due to the retirement of City Treasurer, Kimberly Teamer, the City needs to update the authorized persons to sign all city bank accounts and check signers. Attached is the resolution for Council approval.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Proposed Resolution

CITY MANAGER APPROVAL: _____

COUNCIL AGENDA DATE: August 28, 2018

CITY MANAGER COMMENTS:

FINANCE DIRECTOR APPROVAL: _____



Resolution No. 2018 - 222
August 28, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that the following persons are authorized to sign on all City bank accounts:

Marilou T. Uy, Finance Director/Treasurer

Darwin D. P. McClary, City Manager

And

Frances McMullan, City Clerk, in the event that either of the above are unavailable or no longer in the employ of the City;

Further, that the Mayor and City Clerk are authorized to sign all bank account resolutions, subject to the approval of the City Attorney;

Further, that all checks, warrants, drafts, notes, or orders drawn against the City accounts shall be signed by two signors.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



REQUEST FOR LEGISLATION
August 21, 2018

FROM: Wendy Estey, Special Events Coordinator
SUBJECT: Application for Co-Sponsorship for the 2018
Ypsilanti District Library Family Read

SUMMARY & BACKGROUND:

The Ypsilanti District Library has requested that the city co-sponsor this year's Ypsi Family Read event. According to the City's Special Events Policy, "the City may jointly sponsor certain events with other organizations when City Council determines that the event is of general interest to the public and advances the City's public image. The City will provide financial support to these events as determined in the annual budget appropriation. These events must meet the other requirements of the Special Events Policy, and must reimburse the City for any costs in excess of the support level authorized by the budget appropriation."

In the past, the Ypsilanti District Library has had several book groups for kids, most mostly avid readers participate. To reach more young readers and encourage families to read together, both important to raise reading scores and literacy rates, the Library is trying a new approach. Each semester they will choose one book and promote it in the schools and community. They will host supporting programs to encourage kids with varied interests to read the book and engage in conversations.

This season, the Library chose to promote *Ghost* by Jason Reynolds. It is the first book in a 4 part series of track stories. To tie into the track theme, they want to have a field day and read aloud for families in Frog Island on October 13 from 2-4 p.m. Ypsi Running will coordinate the field day events and races, Black Men Read and Blackstone Bookstore will coordinate the read aloud of the book at the park's amphitheater.

As with all library events, the field day will be free and open to the public.

This resolution allows the City of Ypsilanti to lend support to this year's Ypsilanti District Library Ypsi Family Read in their endeavors to promote the City of Ypsilanti as a family-friendly, safe and hospitable city.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Proposed Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: 8/28/2018

CITY MANAGER COMMENTS:

FINANCE DIRECTOR APPROVAL: _____



Resolution No. 2018 - 223
August 28, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti adopted a Special Events Policy, and pursuant to the policy, the City may co-sponsor an event if it is of general interest to the public and advances the City's public image; and

WHEREAS, this year Ypsilanti District Library's Family Read will take place October 13th in Frog Island Park; and

WHEREAS, Ypsilanti District Library is requesting that the City be a co-sponsor of the 2018 Family Read; and

WHEREAS, City Council agrees that becoming a co-sponsor of the 2018 Ypsi Family Read would be in the general interest of the public and advance the City's public image.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the request to be a sponsor of the 2018 Ypsi Family Read in the amount of \$1695.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:

Special Events Sponsorship & Financial Hardship Request



Please complete the form below. The City may provide support to Special Events on the following basis:

- Merit of the request
- Request is received no less than 30 days prior to the event
- Funds are budgeted and available to support the event

Event Name

Ypsi Family Read

Event Start Date

10/13/2018

Event Location

Frog Island

Event Organizer

Ypsilanti District Library

Event Contact Person

First name:

Jodi

Last name:

Krahnke

Phone number:

734-482-4110 x1340

E-mail:

jodi@ypsilibrary.org

Is your organization a non-profit or public tax-exempt organization as defined under Section 501(c)(3) of the Internal Revenue Code?

☒ Yes

☐ No

How is this event of general interest to the public?

In the past, the library has had several book groups for kids, but mostly avid readers participate. To reach more young readers and encourage families to read together, both important to raise reading scores and literacy rates, we are trying a new approach. Each semester we will choose one book and promote it in the schools and community. We'll host supporting programs to encourage kids with varied interests to read the book and engage in conversations.

This season we chose to promote Ghost by Jason Reynolds. It is the first book in a 4 part series of track stories. To tie into the track theme, we want to have a field day and read aloud for families in Frog Island on October 13, 2-4pm. Ypsi Running will coordinate the field day events and races, Black,

Is your organization requesting City Co-Sponsorship or a Financial Hardship waiver?

- ☒ City Co-Sponsorship
☐ Financial Hardship Waiver

City Co-Sponsorship: The City may jointly sponsor certain events with other organizations when City Council determines that the event is of general interest to the public and advances the City's public image. The City will provide financial support to these events as determined in the annual budget appropriation. These events must meet the other requirements of the Special Events Policy, and must reimburse the City for any costs in excess of the support level authorized by the budget appropriation [reference City of Ypsilanti Special Events Policy, Section 1.3(b)]

Financial Hardship Waiver (only applicable for non-profit corporations): City may, in its discretion, contribute the park rental fee to assist other Special Events operated by non-profit organizations with good cause shown or hardship (See City Code Section 10-270). For the purposes of this policy, good cause or hardship may be demonstrated by startup organizations, charitable events, or any other reasonable cause for lacking in operating capital.

Park fee contributions must be approved by City Council no less than 30 days prior the event. City Council may, in its discretion, waive park rental on a per day basis, up to three (3) days. City Council may also impose conditions and/or require repayment terms after completion of the event. These events must meet the all requirements of the Special Event Policy, and must reimburse the City for any City costs in excess of this support level. Non-Profit Organizations must submit a current IRS 501 C3 Statement.

List the benefits provided by the event to the City of Ypsilanti (e.g., advertisement materials, ticket sales, park improvements, etc...)

This inclusive event will provide free fitness opportunities for youth and families, promote reading, and build community connections between families and Ypsilanti businesses and organizations.

How many days of park rental are requested to be waived?

1

Please describe the financial hardship (may include a list of the major operating expenses, financial obligations, etc...)

The estimated fee of \$695 is about 1/6 of the annual budget for the youth department's programs, which is used to pay for art supplies and presenter fees not covered by the Friends of the Library donations throughout the year.

When do you need to receive the funds?

09/01/2018

By typing my name below, I attest that this application represents my intent for the proposed event to the best of my knowledge. I am authorized to submit this application on behalf of the organization:

Applicant Full Name

Jodi Krahne

Date

07/31/2018



REQUEST FOR LEGISLATION

August 28, 2018

To: Honorable Mayor and Ypsilanti City Council

From: Darwin D. P. McClary, City Manager

Subject: INTERGOVERNMENTAL AGREEMENT FOR RECYCLING DROP OFF SERVICES –
YPSILANTI CHARTER TOWNSHIP

SUMMARY & BACKGROUND:

City Manager McClary is requesting that the city council approve an intergovernmental agreement with the Charter Township of Ypsilanti to permit city residents to use the township recycling drop off center located at 2600 East Clark Road. The city is closing its recycling drop off center effective Sunday, August 26, 2018, due to property conversion issues and noncompliance with state recreation grant regulations. Approximately 135 households utilize the city's facility, although the facility is available for all to use. The intergovernmental agreement would permit city residents to use the township facility under the following conditions:

- The city would pay 50% of the cost of the drop off center attendant costs
- The city would pay 100% of the cost for the placement and servicing of a separate single-stream roll off container for city recyclable materials

The township center does not accept motor oil, Styrofoam, or electronics, and city residents would need to find alternative means on their own of disposing of these items for recycling. City residents would benefit from expanded drop off hours during the mild months of the year, but hours are limited to Saturdays only during the winter months.

Administration will be engaging in discussions with AFSCME on the impact of this collaborative effort on the terms and conditions of employment under the AFSCME collective bargaining agreement, although no reduction in force is planned as part of this service change. Affected employees will be reassigned to other DPS duties.

PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

The total estimated annual cost to the city for township recycling drop off services is \$25,000 (\$13,000 for attendant costs; \$12,000 for roll off container services).

RECOMMENDED ACTION:

Approve the intergovernmental agreement between the city and Ypsilanti Township to permit city residents to use the township recycling drop off center.

ATTACHMENTS:

CITY MANAGER APPROVAL: DDPM

COUNCIL AGENDA DATE: 08/28/18

CITY MANAGER COMMENTS: Recommend approval of the intergovernmental agreement as presented.

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2018 - 224
August 28, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti current provides recycling drop off services at its facility located on Rice Street; and

WHEREAS, due to property conversion issues and noncompliance with state recreation grant regulations, the city is required to completely cease recycling drop off center operations at the Frog Island Park location by August 31, 2018; and

WHEREAS, the city will be ceasing recycling center drop off operations at the Frog Island Park facility on August 26, 2018; and

WHEREAS, the city desires to enter into a collaborative arrangement with the Charter Township of Ypsilanti to permit city residents to use the township's recycling center drop off facility;

NOW THEREFORE BE IT RESOLVED BY THE CITY OF YPSILANTI that the city council does hereby approve the Intergovernmental Agreement for Recycling Drop-Off Services between the City and Township of Ypsilanti to permit city residents to use the township's recycling drop off center, with the city to pay 50% of the cost of facility attendant labor and 100% of the cost of placement and servicing of a city roll off container for single-stream recycling services at an estimated total annual cost of \$25,000; and

BE IT FURTHER RESOLVED that the city council does hereby authorize the Mayor and City Clerk to execute the agreement on behalf of the city after approval by the City Attorney as to form.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

INTERGOVERNMENTAL AGREEMENT FOR RECYCLING DROP-OFF SERVICES
BETWEEN THE CITY AND TOWNSHIP OF YPSILANTI

This Intergovernmental Agreement for Recycling Drop-Off Services (the "Agreement") is entered into by and between the City of Ypsilanti, a Michigan home rule city of 1 S. Huron Street, Ypsilanti, MI 48197 (the "City") and the Charter Township of Ypsilanti, a Michigan charter township of 7200 S Huron River Drive, Ypsilanti, MI 48197 (the "Township") pursuant to Public Act 8 of 1967 (MCL 124.531 et seq) and Public Act 35 of 1951 (MCL 124.1 et seq).

WHEREAS, the City currently operates a recycling drop-off center free of charge for its residents on lands owned by the City (651 Rice Street), but desires to close this facility permanently; and

WHEREAS, the Township currently operates a recycling drop-off center free of charge for its residents on lands owned by the Township (2600 E. Clark Road) (the "Drop-Off Site"); and

WHEREAS, the City is interested in providing a replacement recycling drop-off center for its residents; and

WHEREAS, the Township is interested in cooperating with the City to provide use of its Drop-Off Site for such a replacement center;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Township shall provide, at the City's cost and benefit, as described below, a roll-off recycling container (the "Container") at the Drop-Off Site for use by City residents.
2. The City shall be responsible for providing passes to its residents interested in the use of the Container, and the Township shall not charge individuals for such a pass.
3. The appropriate staff of the parties' administration shall coordinate to ensure the effective validity and efficiency of such passes.
4. The use of the Container by City residents as described herein shall be available during the normal operating hours of the Drop-Off Site:
 - April through November
 - Monday through Friday: 8 a.m. to 4 p.m.
 - Saturday: 9 a.m. to 4 p.m.
 - Sunday Closed
 - December through March
 - Saturdays only: 9 a.m. to 4 p.m.

5. If an emergency occurs that requires a reasonable temporary change to the hours of operation of the Drop-Off Site, the Township shall provide advanced notice to the City Manager for purposes of informing the public.
6. The Township shall continue to operate and staff the Drop-Off Center at its sole cost. All employees of the Drop-Off Center shall remain employees of the Township and the Township shall be fully responsible for the salaries, benefits, workers compensation, unemployment compensation, transportation, and transportation expenses (including motor vehicle insurance) of its employees. Likewise, the Township shall have sole authority and supervision over its employees with regard to the employees of the Drop-Off Center.
7. The City shall own all the material inserted in the Container by its residents, which shall be recycled through the Township's contract with Waste Management. The City shall be responsible for any charge and shall benefit from any credit for the recycling of such material by Waste Management.
8. The City shall promptly pay monthly invoices from the Township based on the following:
 - a. The City shall compensate the Township for staffing of the Drop-Off Center by reimbursing the Township for half (50%) of the gross wages of the attendant(s) of the Drop-Off Center. It is estimated that this amount (compensation by the City to the Township) will equal approximately \$10,500 per year.
 - b. The City shall compensate the Township for providing the Container by reimbursing the Township for its actual costs in providing the Container. This amount will equal the costs and fees associated with the Container less any amount received as a credit for recycled material. Costs, fees, and credits shall be according to the unit pricing under the Township's contract with Waste Management.

Invoices submitted by the Township, as discussed herein, shall provide sufficient detail of the costs requested to be reimbursed by the City. Upon receipt of such an invoice, the City may request more information from the Township within 14 days by written notice, to which the Township must respond in writing within 14 days. Within 14 days upon such a response from the Township, or immediately if no response is received, the City may dispute some or all of the charges invoiced by the Township by written notice. If there is no request for information or dispute to the charges is made by the City, invoices issued to the City are due to the Township within 30 days.

9. This Agreement constitutes the entire understanding between the parties. There are no oral understandings, terms, or conditions and no party has relied on any representation, express or implied, not contained herein. This Agreement may be modified or terminated at any time by the mutual written Agreement of the parties. This Agreement may be terminated at any time by either party upon not less than 30 days advance written notice. The City shall pay the Township for all services rendered before the effective date of any termination. If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.
10. All notices under this Agreement shall be in writing and addressed to the clerk of the other party at the address indicated above.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, is to be performed in Washtenaw County, and all legal venue shall exclusively lie therein.
12. Each party shall be responsible for their own legal liability and neither party shall indemnify the other.
13. Each party shall comply with all relevant state, federal, and local laws, regulations, and/or ordinances, including but not limited to those related to non-discrimination and compensation of employees.
14. This Agreement shall become effective after approval of the governing bodies of the City and Township, execution by the authorized officials of the parties, and a copy of this Agreement is filed with the Secretary of State.

CITY OF YPSILANTI

CHARTER TOWNSHIP OF YPSILANTI

Amanda Edmonds
Mayor
Dated: _____

Brenda Stumbo
Supervisor
Dated: _____

Frances McMullan
Clerk
Dated: _____

Karen Lovejoy Roe
Clerk
Dated: _____

Approved as to form:

John M. Barr
City Attorney

Approved as to form:

William D. Winters
Township Attorney

SINGLE STREAM RECYCLING ACCEPTABLE MATERIALS GUIDE



OFFICIAL
RECYCLING PARTNER



PAPER

Office Paper
Junk Mail
Newspaper
Phone Books
Paper Bags
Magazines



CARDBOARD

Pieces 2' x 2' or Smaller:
Plain and Corrugated
Cardboard Boxes
Food Boxes
Shipping/Moving Boxes



PLASTIC

Clean, Empty and Rinsed:
Plastic Containers #1, 2, 4, 5 & 7
Jugs & Bottles
Mixed Rigid



METAL

Clean, Empty and Rinsed:
Aluminum
Metal Can
Pots & Pans
Clean Foil & Trays



GLASS

Clean, Empty and Rinsed:
Glass Jugs
Glass Bottles
Glass Jars



CARTONS

Clean, Empty and Rinsed:
Aseptic Containers
Milk and Juice Cartons
Juice Boxes
Soup Cartons

THE FOLLOWING ITEMS SHOULD **NOT** BE INCLUDED IN SINGLE STREAM

Scrap Metal
Window Panes Or Mirrors
Ceramics Or Dishware
Bio-Hazardous Waste
Unmarked Plastics, #3, or #6

Electronic Waste
Paint, Pesticides, Oil
Food Or Yard Waste
Fabrics Or Clothing
Waxed Paper

Waxed Cardboard
Polystyrene
VCR/VHS Tapes
Plastic Cd Cases
Hoses

**NO PLASTIC BAGS OF ANY
KIND (GROCERY OR TRASH)
NO PIZZA BOXES
NO STYROFOAM**

COLLECTION PARTNER



Waste Management
1-800-796-9696



YPSILANTI TOWNSHIP CURBSIDE-RECYCLING INFORMATION



Recycle collection occurs every other week on your trash day (see recycle magnet for schedule).

- **Waste Management provides an unlimited single-stream system for curbside recycling; you may combine all your recyclables into one or more bins.**
- Recycle collection occurs every-other week on your trash day (see magnet for schedule).
- Recycle container(s) must be placed within 4 ft. (unobstructed) of the roadway and 4 ft. from other curbside items by 6:00 a.m. on collection day and not earlier than 6:00 p.m. on the day before collection; items remaining must be removed from roadway by 6:00 a.m. on the day after collection.
- **A 32-gallon size container (with handles & recycle stickers) may be used for recyclables. Recycle stickers must be on can (not just lid) so it will be identified as recycling.** Container & contents may not exceed 50 pounds. Containers over the 32-gallon size (with the exception of the pre-paid 96-gallon Waste Management Toter-Cart) will not be collected. When using a WM 96-gallon Toter-Cart, the lid must be able to close. No fabricated containers, drums, cardboard boxes or stacked containers allowed.
- **Unacceptable items: Batteries, tires, concrete, food, paint cans, garbage, Styrofoam material, propane tanks, medical waste (syringes/needles), flammable liquids, household cleaners/chemicals, wood items, garden hose, electrical cords, VCR/VHS tapes or plastic CD cases.**
- Recycle stickers are available (free) in the lobby of the Township Civic Center, the Rec. Center or by mail; call 484.0073.
- Recycle bins (\$10.00) & lids (\$5.00) are available (for purchase) from the Township Civic Center.

RECYCLE GUIDELINES

- **Acceptable Plastic:** Look for the # inside the "recyclable triangle" on the bottom of the container. Only emptied/rinsed household bottles, jugs & containers that are #1, 2, 4, 5 & 7 are recyclable with the lids/caps included.
 - **Unacceptable Plastic:** Unmarked plastics, #3 or #6. No Plastic Bags. Hazardous-type bottles (antifreeze/motor oil).
- **Acceptable Glass:** Emptied, rinsed household bottles, jugs and jars; the labels may be left on.
 - **Unacceptable Glass:** Broken glass, beverage glasses, light bulbs, ceramic dishware or windows.
- **Acceptable Aluminum & Tin:** Non-deposit & deposit cans, cookware, metal pots/pans, disposable pie tins and baking trays.
 - **Unacceptable Aluminum & Tin:** Scrap metal or wire hangers.
- **Acceptable Paper:** Corrugated cardboard must be 2'x2', flattened, bundled with duct tape or twine. Place inside or on top of recycle bin, shredded paper placed in brown grocery bags, pizza boxes, junk mail, brown paper bags, paperboard (i.e. cereal, tissue & shoe boxes), newspapers, glossy inserts, magazines, catalogs, paperback & hardcover books, telephone books, paper egg cartons, canned beverage cases & paper towel roll.
 - **Unacceptable Paper:** Tissue-paper products, paper towels, napkins, cups, plates, waxed paper/cardboard.
- Residents of residential dwellings may dispose of recycle items (free of charge - proof of residency required) at the Compost Site. Location: 2600 E. Clark Rd., Ypsilanti, MI 48198. Phone: 734.482.6681 - Hours of Operation: April - November
 - Monday - Friday 8:00 a.m. to 4:00 p.m., Saturday - 9:00 a.m. to 4:00 p.m.
 - Sunday - Closed
- **Winter hours: December - March: Saturdays ONLY - 9:00 a.m. - 4:00 p.m.**



Citizen Advisory Boards and Commissions Participation Resume

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

Name	Jesse Miller
Email Address	
Address	
City	Ypsilanti
State	MI
Zip Code	48197
Phone Number	
Fax Number	Field not completed.
Number of Years in the Community	12
Ward You Live In	2
Education	BA from Earlham College
Occupation	Media Consultant
Employer	University of Michigan
Are you applying for youth membership?	No
I would like to be considered and could devote sufficient time to serve on the following board or commission:	Ann Arbor Area Transit Authority
Party Affiliation	Democrat

Field not completed.

Why are you interested in serving on these boards/commissions?

I am a daily bus rider and have been for most of my life. I started riding the bus in the early 90s when the then-AAATA provided hourly service from my hometown of Dexter to Ann Arbor. Since I began working at the University of Michigan in 2004, I have used the bus for nearly every commute, proximity to a bus line always being a significant criteria for where I chose to live. Currently I ride Route 4 every weekday, the most heavily utilized route in the AAATA system. I have directly benefited from the expansion of service between Ypsilanti and Ann Arbor and see on a daily basis the dividends reaped by the wider Ypsilanti community. I also see how service needs to be further improved, with major issues of accessibility, equity, and overcrowding in need of addressing. I have read the proposed strategic plan for the AAATA and in it I see many signs for optimism and enthusiasm. I believe Ypsilanti will need intelligent and tenacious representation in order to make sure our community's needs are forefront in the minds of the board and CEO as services are not only maintained but improved over the coming years. Expansion of service, improvement of existing facilities, and development of a new Ypsilanti Transit Center will be my primary focus as board member. I believe I am particularly suited to this position because of my core ethics of cooperation coupled with dogged determination. Ypsilanti and Ann Arbor are dependent on each other; one can not succeed while the other struggles. Transit is a vital service which enables the communities to serve each other, but stewardship of an effective system relies on clear communication and understanding of each other's needs. My guiding principle as board member would be to engage, communicate, and advocate with the aim of achieving empathetic understanding to promote a transit system that truly serves the entire community. As I hope is clear in this message, I am extremely enthusiastic about this opportunity to serve my community. I would appreciate the opportunity to discuss this with you in further detail. Please let me know how you would like to proceed!

Work/volunteer experience related to the board or commission:

NA

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

Yes

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

Yes

Email not displaying correctly? [View it in your browser.](#)

Print**Citizen Advisory Boards and Commissions Participation Resume - Submission #228****Date Submitted: 1/26/2017**

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

Name*

Katherine Greenwald

Email Address*

[REDACTED]

Address

[REDACTED]

City

Ypsilanti

State

MI

Zip Code

48198-____

Phone Number*

[REDACTED]

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

6.5

Ward You Live In

Superior Twp

Education

Ph.D. in Evolution, Ecology & Organismal Biology (specialization in Conservation Biology)

Occupation

Professor of Biology

Employer

Eastern Michigan University

I would like to be considered and could devote sufficient time to serve on the following board or commission:

- | | | |
|---|--|---|
| ☐ Board of Review | ☐ Economic Development Corporation/Brownfield Redevelopment Authority | ☐ Property Maintenance Construction Board of Appeals |
| ☐ Board of Ethics | ☐ Historic District Commission | ☐ Parks and Recreation Commission |
| ☐ Civil Service Commission | ☐ Housing Commission | ☐ Ann Arbor Transit Authority |
| ☐ YCUA | ☐ Human Relations Commission | ☐ Police and Fire Pension Board |
| ☐ Ypsilanti Downtown Development Authority | ☐ Planning Commission | ☒ Sustainability Commission |

Why are you interested in serving on these boards/commissions?*

After teaching Conservation Biology last semester, I wanted to start doing a better job "walking the walk" in my own community. I am interested in helping to plan projects that will improve the sustainability of Ypsilanti, while also creating additional benefits for biodiversity conservation.

Work/volunteer experience related to the board or commission:

I have a B.S. in Biology (Brown University), a Ph.D. in Evolution, Ecology & Organismal Biology (Ohio State University), and I am in my seventh year as a professor at Eastern Michigan University. I am a conservation biologist, and have conducted research projects on a wide variety of organisms, predominantly amphibians and reptiles. Many of my research projects involve looking at how landscape change (agriculture, development, etc.) affects animals' populations. I believe this gives me a unique perspective on how best to manage our landscape for both human use and biodiversity.

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

☒ Yes

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

☒ Yes



OFFICE OF COMMUNITY &
ECONOMIC DEVELOPMENT

Collaborative solutions for a promising future



Amanda Edmonds
Mayor
City of Ypsilanti
1 S. Huron
Ypsilanti, MI 48197

August 14th, 2018

RE: 2017 Annual Report

Dear Mayor Edmonds,

We are pleased to attach the 2017 Relmagine Washtenaw Annual Report. Incremental achievements continue to make seemingly small improvements add up to make a real difference in the appearance, safety, and function of the corridor. Where people previously walked through grass and mud east of Carpenter Road to access essential needs like transit and shopping, or to simply access their homes, they now enjoy a more suitable sidewalk to find their way. Where they had to sprint across a five-lane thoroughfare, they can now cross at a marked crossing while traffic is stopped at Glencoe Hills Drive.

These and other short-term improvements are intended to *retrofit* the auto-oriented corridor for safer multi-modal use, and are critical for setting the stage for eventual grander changes planned for the corridor – adding bike lanes, landscaped medians, and narrower vehicle travel lanes, and developing special “nodes” along the corridor with dense, mixed-use buildings built to the street. New transit-oriented neighborhoods will be built that create new, special places where commerce, transportation, and urban living come together, encouraging social interaction, active streetscapes, and walking and biking, all with a real sense of place.

We know that the future is bright for communities that can provide compelling places to live, shop and gather, as well as access to varied types of housing, sense of neighborhood, interesting commercial uses, and options for walking, biking, and public transit. Once Relmagine Washtenaw is fully realized, we will experience a thriving corridor that finds a healthy balance between providing access for all modes of transportation and providing a place where people want to be. The four communities along Washtenaw Avenue will find increased tax revenue from denser, mixed-use buildings, and a new example will be set for what is possible with true corridor transformation - from an unsafe, one-dimensional, low-value, sprawling corridor, to a vibrant, pleasant, active corridor that meets a diversity of needs for living, transportation, and quality of life.

Washtenaw County remains committed and enthusiastic in leading Relmagine Washtenaw forward. It is our hope that you equally believe in the achievable plans for this corridor.

Understanding the need for long-term commitment for this 20-year vision, we are requesting a two-year commitment from partner communities, for 2019 and 2020. The next few years will be key in completing the sidewalk network and developing an actionable plan to improve transit timeliness and efficiency. This request is

made with full recognition that, while resources are limited, much work remains to be done. We believe Washtenaw County's leadership and coordination will continue to be of value in moving this project ahead.

Regards,

A black rectangular redaction box covering the signature of Nathan Voght. A small handwritten mark, possibly a checkmark or the letter 'V', is visible to the right of the box.

Nathan Voght, AICP
Project Manager
ReImagine Washtenaw
Washtenaw County Office of Community and Economic Development



OFFICE OF COMMUNITY &
ECONOMIC DEVELOPMENT

Collaborative solutions for a promising future

2017 Annual Report

REIMAGINE WASHTENAW

BACKGROUND

Relmagine Washtenaw is a collaborative regional planning effort that began in 2009, with clear goals to transform the Washtenaw Avenue corridor from a sprawling, auto-oriented corridor, into a vibrant, multi-modal, mixed-use corridor that more efficiently moves people within the Ann Arbor/Ypsilanti urbanized areas. Washtenaw County Office of Community & Economic Development (OCED) provides leadership and project management in conjunction with the Cities of Ann Arbor and Ypsilanti, and Pittsfield and Ypsilanti Charter Townships. Other key partners include the Ann Arbor Area Transportation Authority, Michigan Department of Transportation, Washtenaw County Road Commission, and the Washtenaw Area Transportation Study.

CORRIDOR IMPLEMENTATION

The 2014 Washtenaw Avenue [Corridor Improvement Study](#) contains the communities' vision for the corridor as well as implementation steps to achieve that vision. OCED provided technical assistance to update land use plans and zoning codes, and to develop and adopt detailed [Design Guidelines](#) as part of those plans and codes. This work ensures that the walkable, lively, and attractive neighborhoods envisioned are achieved. OCED has also been instrumental in executing several physical improvements in the corridor, from sidewalk infill to traffic signals. While there is still work to be done to ensure all local governmental partners have the tools to realize the corridor vision, all partners continue to dedicate resources to advance the project.

Sidewalk Infill

In the fall of 2017, Pittsfield Charter Township completed a large sidewalk infill project, along the south side of Washtenaw Avenue, between Carpenter and Golfside. This project used Community Development Block Grant funding through the Urban County and OCED, bridging the largest sidewalk gaps in the corridor. Additional infill along the corridor is planned for 2018.

Pedestrian Safety Improvement Study

The area east of Carpenter Road in Pittsfield Township is near multi-family housing, the County Service Center, commercial and retail services, and a neighborhood anchored by an elementary school. This area lacks facilities to allow the high number of pedestrians to safely cross Washtenaw Avenue. In 2016 Relmagine stakeholders, including Pittsfield Township, Washtenaw County, The Ride, Michigan Department of Transportation, and Washtenaw County Road Commission conducted a pedestrian/transit user/bicyclist survey to verify the area requires pedestrian safety infrastructure. The results of the study not only demonstrated the need for a mid-block crossing at the County Service Center, but also a new traffic signal at Glencoe Hills Drive (described below). The mid-block crossing would complement a public transit Super Stop adjacent to the County Service Center, which has been planned since 2013 when the County partnered with The Ride to establish a 12-space Park and Ride within the reconstructed parking lot. The advancement of a mid-block crossing near the County Service Center continues



to be actively explored by a coalition of MDOT, Washtenaw Area Transportation Study (WATS), Pittsfield Charter Township, and OCED. It is anticipated the mid-block crossing might be constructed in 2019 and 2020, with the intent to coordinate with The Ride for installation of a new Super Stop.

Glencoe Hills Drive Traffic Signal

The Michigan Department of Transportation (MDOT) increased the scope of the 2016 mid-block pedestrian/bicycle/transit user survey to include a study of this intersection for a possible traffic signal. MDOT determined that a signal was warranted, and was able to include the new signal installation as part of an existing contract for the region, advancing it quickly for 2017 construction. These efforts reflect MDOT's recognition of the importance of the Washtenaw Avenue corridor and support of the local multi-jurisdictional initiative and local commitment. The mast-arm design utilized was a higher design standard option, given the long term development plans and importance of the corridor, but required a substantial local match for the upgrade. Additional local funding was secured from Pittsfield Township and The Ride, and the project was quickly completed in the fall of 2017. Three new pedestrian crossings with high visibility crosswalk striping were included, and now provide a safe route for hundreds of residents and transit users daily.



Regional Transit Planning

While the Regional Transit Authority's (RTA) millage did not pass in November 2016, some important corridor transportation planning was completed as part of the RTA's Master Plan. The Relmagine Washtenaw Project Manager and Joint Technical Committee were involved with the RTA's development of the Michigan Avenue Corridor Master Plan, which encompassed Bus Rapid Transit (BRT) Elements along the Washtenaw Avenue corridor. In 2018, the Ann Arbor Area Transportation Authority began a planning study called "BRT Lite" to advance key aspects of the BRT plan, including Queue Jump Lanes, Super Stop Prioritization, Transit Signal Priority, and an updated corridor transit service analysis.

OPPORTUNITIES FOR IMPLEMENTATION

While project partners have accomplished much to advance and implement the Relmagine Washtenaw plans, there are ongoing opportunities to be considered to safeguard the collective vision that has resulted from years of tireless efforts to truly transform the corridor:

ZONING IMPLEMENTATION

Each community belonging to the Relmagine Washtenaw coalition should adopt a basic set of zoning requirements that will result in land use patterns that reinforce the agreed upon corridor character:

Zero Lot Line Development at Nodes: For those areas designated as "nodes," all future development should be required to be placed at the future/planned right-of-way line to provide for a walkable district. A maximum setback of 10 feet should be adopted.

Minimum height/density at Nodes: Any redevelopment should require a minimum of two-story development within “nodes,” with required retail on the ground floor, and parking on the side or rear.

Minimum Frontage: For redevelopment plans at “nodes,” a minimum of 70 to 90% of the frontage should be required to be building frontage. In order to create a walkable district, there need to be continuous building storefronts to generate sufficient street level activity and critical massing of building.

Design Guidelines: The Detailed [Design Guidelines](#) developed in 2014 should be referenced in local development standards, with all new developments and significant building alterations being required to meet a minimum set of design criteria. Without good design, effective place-making and walkable, vibrant transit-oriented districts will not be achieved.

FUTURE RIGHT-OF-WAY EASEMENT ACQUISITION

The 2014 Corridor Improvement Study provides a comprehensive survey of the corridor, and exact dimensional future public easement acquisition needs, in order to achieve the [Complete Street cross-sections](#) planned for the corridor. Communities should work with the ReImagine Washtenaw Project Manager to coordinate acquisition of these additional public easement areas as properties are redeveloped or expanded, as these are appropriate times to seek necessary easements that will allow the implementation of the long-term vision. This will ensure that, over time, adequate future right-of-way is assembled. The Project Manager will assist the local planner with determining required easements referencing the 2014 Study.

PUBLIC ART AT SUPER STOPS

Super Stops are bus stops with modern transit amenities that will provide for an enhanced transit experience. Refined Super Stop [specifications were published on August 17, 2016](#), which are being further refined with the current BRT Lite study, and will serve as the guiding design document for the construction of Super Stops. While The Ride will be primarily responsible for construction of Super Stops, local commitments to additional enhancements, such as public art, will be encouraged. Local governments should consider possible funding sources for public art in the community. The Ann Arbor Arts Alliance was involved in early public art planning for the corridor, and may be a resource to determine strategies for public art funding.

REIMAGINE WASHTENAW PROJECT SUSTAINABILITY

Washtenaw County OCED has provided project management staff for the ReImagine Washtenaw initiative over the last 9 years, and remains very committed to its success. Due to the long-term vision for the corridor, a more sustained financial program should be considered from all partners. Regional planning and transportation initiatives are often best led by a regional partner. Equally important are the local partners where land use and infrastructure investment decisions are made. OCED looks forward to more consistent and long-term financial support to continue to advance the ReImagine Washtenaw project. OCED plans to continue to provide the staffing required for the long-term implementation of the vision, and for it to be a continued part of the overall regional economic development strategy. A longer term investment commitment from ReImagine Washtenaw partners to support key staffing for this work will provide the necessary stability for the position and ensures the regional coordination necessary to bring this critical vision to life.

**CITY OF YPSILANTI SUSTAINABILITY COMMISSION RESOLUTION
FOR THE ADOPTION OF
PUBLIC RECYCLING BINS ADJACENT TO ALL PUBLIC TRASH CANS**

RESOLUTION 2018-08-002 - ADOPTION OF PUBLIC RECYCLING BINS ADJACENT TO ALL PUBLIC TRASH CANS

WHEREAS, to increase the recycling rate of the City of Ypsilanti per the the Climate Action Plan;
and

WHEREAS, to increase visibility and education for the City of Ypsilanti recycling program; and

WHEREAS, each ton of waste diverted to recycling rather than to a landfill saves 2.87 metric tons CO₂e; and

WHEREAS, reducing the amount of waste landfilled can save the City money;

NOW THEREFORE BE IT RESOLVED that the Sustainability Commission urges City Council to direct staff:

1. To evaluate and ensure the current footprint of public trash bins provide adequate coverage of public pedestrian spaces;
2. To request multiple quotes for the cost of adding recycling bins;
3. To place recycling bins adjacent to all public trash cans by May 2019;
4. To schedule regular pickup and maintenance of public recycling bins .

Meeting Minutes

City of Ypsilanti Sustainability Commission

Regular Meeting City Hall Council Chambers – 1 South Huron St. Ypsilanti, MI 48197

Monday, August 13, 2018 – 7:00 p.m.

I. CALL TO ORDER: 7:00pm

II. ROLL CALL:

Commissioner Michalowski	Present
Commissioner Drennen	Present
Commissioner Heine	Present
Commissioner Sampson	Present
Commissioner Zeuner	Absent
Commissioner Bayha	Present
Commissioner Foley	Present
Commissioner McKee	Present

Also Present: Council Liaison Beth Bashert
City Manager Darwin McClary
Nancy Hare-Dickerson, Commission Secretary

III. AGENDA APPROVAL:

Foley (Second Drennen) moved to approve the Agenda as submitted.
Vote: Unanimous Motion: Carried

IV. PRESENTATIONS:
None

V. AUDIENCE PARTICIPATION:
None

VI. CONSENT AGENDA
A. Approval of July 9, 2018 Minutes

Bayha (Second Foley) moved to approve the Consent Agenda as follows:

Approval of the July 9, 2018 minutes as submitted.

Vote: Unanimous

Motion: Carried

VII. RESOLUTIONS/MOTIONS/DISCUSSIONS

A. EMU Sustainability Commission Liaison and Formal Communication Discussion

Commissioner Michalowski indicated that EMU will soon have their own sustainability commission, which will be headed up for the first year by Tom Kovacs and that Mayor Edmonds suggested that the City and EMU commissions interact and work together. He asked commissioners to ponder ways to best formulate the relationship; i.e., a commission member willing to attend the EMU commission meetings and give reports, and vice versa.

Commissioner Michalowski further indicated that there is an open seat on the City of Ypsilanti Sustainability Commission, with a link on the City website for those who wish to apply.

B. Public Recycle Bins Resolution

Commissioner Michalowski explained that he put together a resolution for presentment to City Council in the interest of providing recycling access to the community. He expressed that he thought it would be a good idea to propose placing a recycling bin adjacent to each garbage can in order to expose people to recycling, to give people access to it and to educate people on the idea that they can in fact recycle quite a bit of the waste that they have.

[Discussion ensued as to possible locations, temporary/permanently affixed bins, cost and overhead expenses involved, increased staff demands and educational awareness]

City Manager McClary suggested that in addition to adopting the Resolution, that the Commission remand it to DPS for review and recommendation on how the program could be implemented before being placed on the City Council agenda.

Commissioner Bayha expressed that this is an important step to increasing the visibility of what the Commission is all about.

Council Liaison Bashert further expressed that with the major recycling changes occurring in the City, the implementation of this program would help to show the community that the City continues to move forward and grow in their commitment to recycling.

[Discussion continued re: effective ways for moving the program forward in a timely manner]

Bayha (Second Foley) moved to approve Resolution 2018-08-002 - Adoption of Public Recycling Bins Adjacent to All Public Trash Cans.

In response to a question by Commissioner McKee, City Manager McClary expressed that he has no concern with the Commission recommendation that implementation be established by May 2019. He explained that the Resolution will go to City Council, who will provide the directive to administration and determine whether the date is feasible and all of the parts that would have to come together for it to be feasible.

Voice Vote: Unanimous

Motion: Carried

C. Resilience Discussion

Commissioner Michalowski explained that the Resilience information provided is additional reference material on the subject of resilience strategy and planning that he referred to at the previous Commission meeting.

Council Liaison Bashert suggested dividing the material into separate parts to aid in discussing different aspects of it in order to help decide if the Commission wants to take on a resilience strategy.

Commissioner Drennen shared thoughts related to strategies being done for heat island effect and pavement, looking at it through an equity lens.

Council Liaison Bashert initiated discussion regarding urban forestry – looking into the number of trees the City has and if more need to be planted for shade and shelter.

Commissioner Michalowski indicated that a tree canopy cover is something the Commission will be looking closer at as work is done going through the next level of the MGC. He stated that possibly the idea of resilience can be tucked in and as work is done to help move forward the MGC categories, through developing ordinances and resolutions, the Commission will, in turn, be supporting this principle.

Commissioner Bayha initiated discussion regarding City areas which might benefit from reforestation after construction. She also shared that homeowners who become members of the Arbor Day Foundation receive ten free tree seedlings to plant.

Commissioner Sampson asked if a vulnerability assessment is contained in the Climate Action Plan for Ypsilanti, as it is important to identify where people are going to be most vulnerable in the next 30-50 years for some of these issues.

Commissioner Michalowski asked commissioners to ponder if there is interest in acting on this; i.e., putting together a group to further explore the subject and see where the Commission might benefit from it.

VIII. LIAISON REPORTS

A. Sustainability Plan Subcommittee

Commissioner Michalowski shared a concern regarding the lack of forward movement in working to write a sustainability plan.

Commissioner McKee agreed with the concern and expressed that a fair amount of help; i.e., a consultant to assist in guiding the process, would be needed to help make the goal obtainable.

City Manager McClary cautioned commissioners about possibly trying to take on too many other tasks; that it might be helpful to refocus on some key areas. He advised the Commission to stay focused on the Sustainability Plan because that is the key task that has to be accomplished.

Council Liaison Bashert offered that waiting until the consultant is on board and then possibly planning a retreat with the consultant to do commission-deep work in a short-term amount of time together, might be a good way to refocus.

[Discussion continued re: budget/resource questions, possible topics to pursue with the consultant, and timeline for consultant coming on board]

City Manager McClary indicated that once a draft is in place for the consultant, then it can be published after the Chair has reviewed it and the Commission is comfortable with it.

Commissioner Michalowski indicated that he will share the draft with the subcommittee and then reply after the draft is provided.

[Commission Consensus to focus the sustainability plan discussion, for the next few agendas, on the consultant process until the consultant is in place]

B. MGC Challenge Subcommittee

Commissioner Michalowski indicated that after much follow up, he was able to learn that the MGC data was acknowledged and he received verbal confirmation that bronze status was achieved. He stated that a formal statement of such will follow within the next few weeks and he expressed kudos to everyone who worked on the subcommittee.

[Discussion ensued re: data requirements to obtain MGC silver/gold status and possible ways to retrieve the information]

Commissioner McKee shared that the MGC awards presentation will be held Thursday, September 20th, from 9:30-4:30 in Grand Rapids and that registration is free for City officials. Commissioner Drennen indicated that she will be in attendance.

Commissioner Michalowski indicated that he will share the awards presentation information with Mayor Edmonds and invite her to attend.

C. Outreach Subcommittee

Commissioners Bayha and Foley provided an overview of plans for the Joe Dulin Day Parkridge Summerfest event, to be held August 25th.

Commissioner Michalowski discussed time/resource constraints and being unable to implement zero waste or the “Bigbelly” idea for the Parkridge event.

Commissioner Foley indicated that there will be recycling boxes at the Parkridge event and that individual vendors are required to provide their own waste disposal and recycling.

[Discussion ensued re: commissioner availability for the Parkridge Summerfest event to help increase a sustainability presence]

D. Housing Affordability & Access Committee of the Planning Commission

Commissioner Foley updated the Commission that the last presentation was completed and the committee is now ready to join the larger group and move forward with the City Master Plan.

IX. COMMUNICATIONS

A. Zero Waste Events Update

Commissioner Michalowski updated the Commission that he was able to make contact with Recycle Ann Arbor who indicated that because there is a 3-6 month period of planning to prepare for a zero waste event, that they would be happy to help facilitate 2019 events once the Commission has been part of a presentation and has spent time working with them. He stated that he also has an additional contact with Washtenaw County who he will contact and see if he can get something to occur sooner. He indicated that he will continue follow up and would expect to have a presentation at least by December of this year.

Council Liaison Bashert suggested selecting one event to start with and choosing someone from the Commission to be a liaison as the zero-waste advocate to that event and to begin early planning.

Commissioner Foley suggested engaging the Parkridge Summerfest. He stated that the Commission could educate further into the community and through Parkridge Community Center on the importance of recycling.

Commissioner Michalowski stated that he will bring it up at the next meeting and the Commission can discuss any ideas about direction at that time.

B. Big Belly Update

Commissioner Michalowski gave an overview of the “Big Belly” system and indicated that he is pursuing having a representative give a presentation to the Commission. He stated that he learned through his research that “Big Belly” is more for long-term use, rather than for individual events and that perhaps the City would consider running a pilot program.

City Manager McClary indicated that he attended a “Big Belly” presentation in the past and expressed that it is a wonderful program and is something the City may seriously want to look at in moving toward being smarter in how our waste and recyclable materials are managed in the downtown areas.

[Discussion ensued re: rentals, type of receptacles/containers, cost and public recycling access]

City Manager McClary added that another aspect of “Big Belly” is that, at additional cost, they can also be Wi-Fi hotspots.

Council Liaison Bashert further added that the City could charge for advertising placed on the “Big Belly” containers.

Commissioner Michalowski stated that he will set up a presentation which would provide more information and help to answer any questions; after which, the Commission could then decide if they would like to propose a pilot program.

C. Recycling Program Status Update

Commissioner Michalowski shared an idea of possibly locating a recycling center in the picnic area of the vacant former Ford plant on Spring Street.

[Discussion ensued re: the idea of a recycling drop-off center at the former Ford plant location]

City Manager McClary indicated that an agreement is being worked out with Ypsilanti Township to use their recycling drop-off center on Clark Road for City residents to use. The City would contribute toward the cost of Township attendant personnel and would provide their own roll-off container service. He expressed his appreciation for the Township being willing to work with the City in this regard.

In response to a question by Commissioner Bayha, City Manager McClary indicated that no job losses will result from the temporary re-location of the City recycling drop-off center.

D. Peninsular Dam Status Update

Commissioner Michalowski asked if the survey has been completed.

City Manager McClary responded that the draft report has not yet been completed; that due to weather issues in the Spring, there was a delay in completing the work that needed to be done. He indicated that he is still waiting to hear from HRWC as to when the final work group meeting will be held. He stated that at that meeting, the work group will be hopefully reviewing a draft of the report, providing input and making whatever final changes are needed to the report before it is put in final form and submitted to the City Council.

X. AUDIENCE PARTICIPATION

None

XI. PROPOSED BUSINESS

A. Opportunity Zones

Commissioner Michalowski explained that information was initially sent to him by Commissioner Drennen regarding opportunity zones. He stated

that he located information about it on the Ypsilanti Township website but that the City of Ypsilanti is also included in those opportunity zones.

Commissioner Drennen expressed that she thought it would be interesting to learn more about them at some point.

Commissioner Michalowski stated that he sent off a request for a possible presentation, or at least more information.

- XII. NEXT MEETING DATE:**
Monday, September 10, 2018

- XIII. ADJOURNMENT:** 8:46pm

Foley (second Heine) moved to adjourn the meeting of the Sustainability Commission.

Vote: Unanimous

Motion: Carried

Y-PAC Report To Council

A. Brief Review

B. Y-PAC Attendance Policy

C. Removal Request: Michael Stone-Richard

D. Police Complaint Form: Suggestions

E. Funding for Y-PAC



Resolution No. 2018-225
August 28, 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: