1. Council Meeting Agenda

    Documents:

        REVISED 11-27-18 FINAL AGENDA.PDF

2. Council Meeting Packet

    Documents:

        NOVEMBER 27TH CITY COUNCIL MEETING PACKET.PDF

Revised 11-27-18

CITY OF YPSILANTI
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS - ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, NOVEMBER 27, 2018
7:00 p.m.

I. CALL TO ORDER –

II. ROLL CALL –

Council Member Brown	P A	Council Member Symanns	P A
Council Member Morgan	P A	Mayor Bashert	P A
Council Member Murdock	P A	Vacancy (Ward 2)	
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 –

OHM Park Restrooms Evaluation Report

Resolution No. 2018-299, directing administration to proceed with planning and implementation of a comprehensive park restroom repair or replacement program; and that the City Manager include appropriations from the appropriate funding sources in the appropriate fiscal year budgets.

VIII. AUDIENCE PARTICIPATION –

IX. REMARKS BY THE MAYOR –

X. ORDINANCES – FIRST READING –

Ordinance No. 1330

An ordinance entitled "An ordinance to Amend Section 7-4 of the Ypsilanti City Code to require state pre-qualification of any application for a city marijuana permit".

A. Resolution No. 2018-295, determination
B. Open public hearing

C. Resolution No. 2018-296, close public hearing

XI. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2018-297, approving minutes of November 12, 2018.

2. Resolution No. 2018-298, approving the Huron River Watershed Council Professional Services Contract – Middle Huron Partnership.

3. Resolution No.-2018-300, adopting schedule of civil fines for Municipal Civil Infractions: Section 74-212(a) Possession of marihuana paraphernalia.

4. Resolution No. 2018-301, establishing a Town Hall meeting for December 12, 2018 at the Riverside Arts Center for a presentation of the Rail Feasibility Study.

5. Resolution No. 2018-303, approving the purchase of the Washington Street Parking Lot from Eastern Michigan University. **(added)**

XII. LIAISON REPORTS –

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

XIII. COUNCIL PROPOSED BUSINESS –

XIV. COMMUNICATIONS FROM THE MAYOR –

- Nomination:

  Parks and Recreation Commission
  Evan Sweet (reappointment)
  731 Charles St.
  Ypsilanti, MI 48198

- Discuss date for Council/Staff Retreat

XV. COMMUNICATIONS FROM THE CITY MANAGER –

XVI. COMMUNICATIONS –

XIX. AUDIENCE PARTICIPATION –

XX. REMARKS FROM THE MAYOR –

XXI. ADJOURNMENT –

Resolution No. 2018-302, adjourning the City Council meeting.

Revised 11-27-18

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REQUEST FOR LEGISLATION
November 27, 2018

To: Honorable Mayor and Ypsilanti City Council

From: Darwin D. P. McClary, City Manager

Subject: **PRESENTATION ON PARK RESTROOMS EVALUATION REPORT – OHM ADVISORS**

SUMMARY & BACKGROUND:

Council is scheduled to receive a presentation from the city's engineers, OHM Advisors, on its recently completed park restrooms evaluation report. The report was prepared in response to a request from city council for an evaluation and estimate of costs to restore the bathrooms to functionality in each park.

Administration is requesting that city council provide direction on how or whether administration proceeds with this project. If council wishes to proceed with the project, direction will be needed on the phasing and funding allocations for the project.

PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

None to receive a presentation on the report findings. The estimated total cost to repair or replace all park restroom facilities is $645,900.

RECOMMENDED ACTION:

Receive the presentation and provide direction to administration on whether to proceed with the project and how.

ATTACHMENTS:

City of Ypsilanti Park Restroom Evaluation Study Report – OHM Advisors, October 10, 2018

CITY MANAGER APPROVAL: DDPM **COUNCIL AGENDA DATE:** 11/27/18

CITY MANAGER COMMENTS: Receive the presentation from OHM Advisors and provide direction to administration on whether to proceed with the project, project phasing, and funding sources.

FISCAL SERVICES DIRECTOR APPROVAL: _____

Resolution No. 2018 – 299
November 27, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the city council requested an evaluation of the conditions of the existing park restroom facilities and a cost estimate on repairs or replacement of the facilities; and

WHEREAS, OHM Advisors has completed a report on the conditions of the restrooms and cost estimates for repairs or replacement, with the total cost estimated to be $645,900; and

WHEREAS, the city council received a presentation on the report at its November 27, 2018, regular meeting

NOW THEREFORE BE IT RESOLVED BY THE CITY OF YPSILANTI that the city council does hereby receive and approve the City of Ypsilanti Park Restroom Evaluation Study Report prepared by OHM Advisors on October 10, 2018; and

BE IT FURTHER RESOLVED that the city council does hereby direct administration to proceed with the planning and implementation of a comprehensive park restroom repair or replacement program in accordance with the recommendations of the Park Restroom Evaluation Study Report; and

BE IT FUREHER RESOLVED that the city council does hereby direct that the project implementation be phased according to the following schedule:
_____; and

BE IT FURTHER RESOLVED that the city council does hereby direct the City Manager to include appropriations from the following funding sources and amounts in the appropriate fiscal year budgets of the city to complete this project:
_____.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

City of Ypsilanti
Park Restroom Evaluation Study

OHM # 0094-18-0110
October 10, 2018

Purpose

The purpose of this report is evaluate the existing conditions at several park facilities, provide recommendations to make operational again, and provide an opinion of probable cost of the work required to correct the condition for the City's use in future planning efforts.

At the invitation of the City, representatives from OHM Advisors visited the City Park's restroom facilities, on various dates in August and September 2018, to observe the existing conditions; no architectural or structural drawings were available for these structures.

The following report includes the observations of the existing conditions, recommendations for improvements, and an estimate for these improvements. An estimate for each facility is provided, and the overall cost for all facilities is included at the end. Photos and video were taken at each site, however, for the purposes of this study, only a few photos at each location are included. An overall aerial map is provided below, with a blow up of each park included in the individual report of each restroom inspected. Upon request, the photos and videos documenting the conditions at the time of inspection are available.

Opinion of Probable Costs

The opinion of probable costs represent reasonable expectations of the cost of the work based upon OHM Advisors' experience as a design professional involved with similar work. The cost does not reflect detailed quantity take-offs or actual bids from suppliers or contractors. The line item approach is used to more accurately determine the total cost. Each option also includes a contingency for unanticipated conditions and new information that may surface between now and the actual bidding.

City of Ypsilanti - Park Restroom Evaluation Study - Total Estimated Probable Construction Cost

SITE	TOTAL ESTIMATE
Prospect Park	$86,400.00
Candy Cane Park	$116,500.00
Parkridge Park	$114,800.00
Riverside Park	$111,000.00
Peninsular Park	$83,300.00
Recreation Park	$133,900.00
Total	**$645,900.00**

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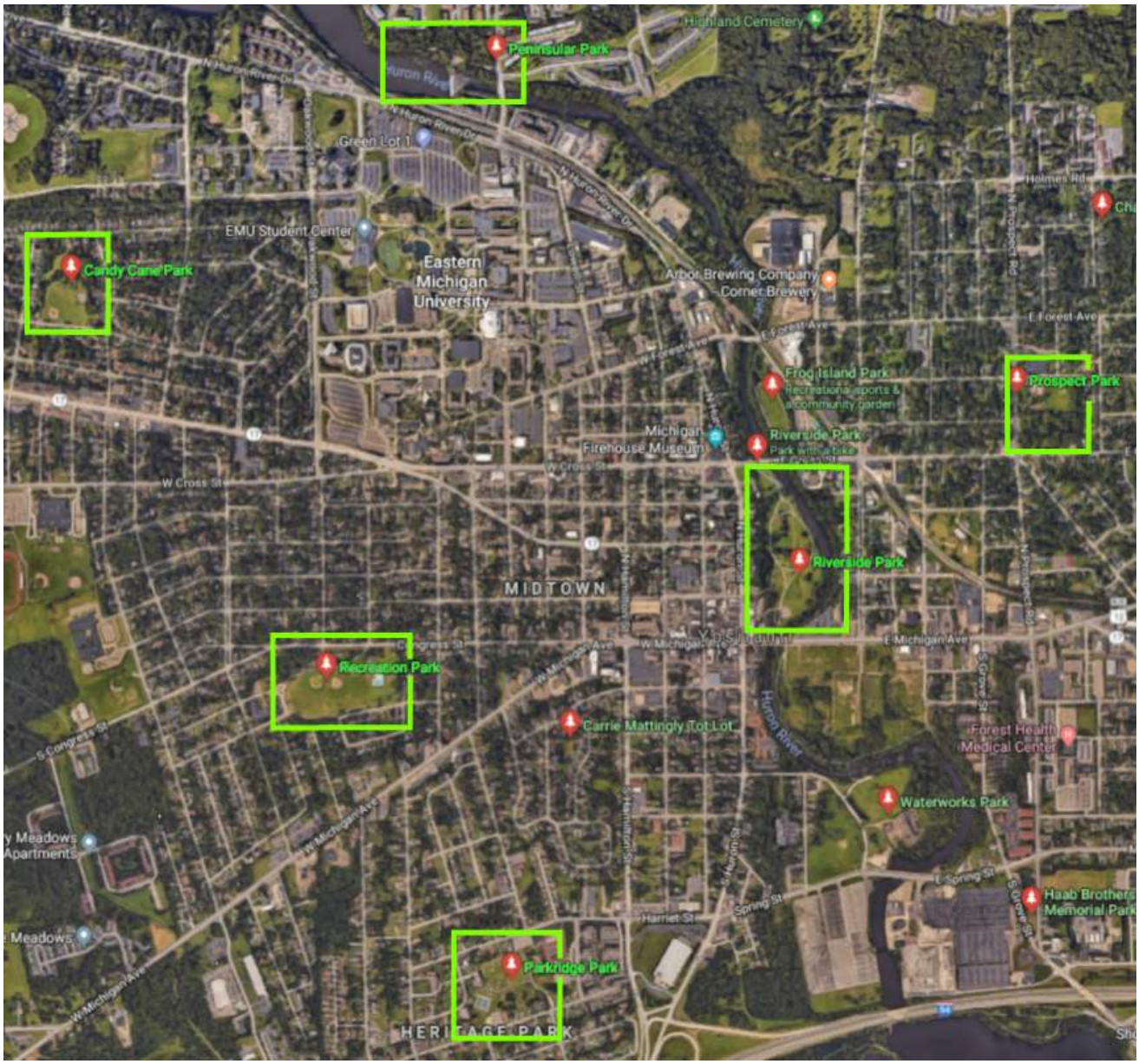
Map of Parks Inspected by OHM Advisors



Parks Inspected by OHM Advisors

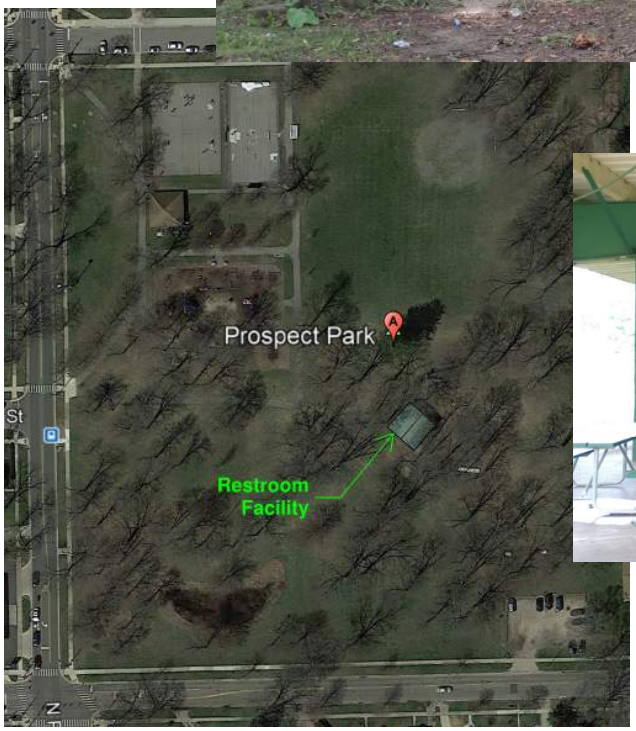
Prospect Park – Inspected on August 9, 2018
Candy Cane Park – Inspected on September 25, 2018
Parkridge Park – Inspected on September 25, 2018
Riverside Park – Inspected on September 26, 2018
Peninsular Park – Inspected on September 27, 2018
Recreation Park – Inspected on September 27, 2018

City of Ypsilanti
Prospect Park Restroom Evaluation Study

August 31, 2018

Background

The Prospect Park restroom building is constructed of single-wythe masonry walls, concrete floor slab, and metal roof. The roof extends from the building to cover a concrete slab on grade picnic area adjacent to the building. The building itself consists of two single occupant toilet rooms on either side of a storage area. Each restroom has a louvered opening to allow natural ventilation, and a glass block window for natural light. Restroom fixtures are stainless steel.



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Existing Conditions and Recommendations

The masonry walls are structurally in good condition but they need to be repainted and coated with a graffiti resistant material. The underside of the roof needs to be repainted also. The paint on the purlins supporting the roof is deteriorating and causing the purlins to rust. The rust needs to be removed from the steel and the purlins need to be repainted. The concrete pad at the picnic area is in acceptable shape. Exterior lighting should be replaced with LED fixtures.

All the hollow metal doors are in poor condition and need to be replaced. The ventilation louvers are bent and damaged and need to be replaced. The glass block windows are missing much of the glazing due to vandalism and should be replaced with a more vandle resistant glazing option.

All restroom fixtures are damaged and need to be replaced, however, the plumbing and electrical infrastructure is in good condition. Interior lighting should be replaced with LED fixtures. The interior plaster walls are in in good condition but need to be repainted and coated with a graffitti resistant material. The concrete floor slab in both of the bathrooms and storage room is in good condition but should be sealed. The plaster ceiling in the bathrooms needs to be repainted.

Opinion of Probable Costs

City of Ypsilanti - Prospect Park Restroom Evaluation - Estimated Probable Construction Cost

ITEM	QTY	UNIT	ESTIMATED COST	TOTAL ITEM
Construction staging and security	1	Allowance	$2,000.00	**2,000**
Replace hollow metal doors and frames (16 ga)	3	EA	$4,000.00	**12,000**
Replace metal Louver	2	EA	$500.00	**1,000**
Replace glass block w/ impact resistant glazed window	2	EA	$3,000.00	**6,000**
Exterior Masonry Paint w/ graffiti resistant coating		960	$4.00	**3,900**
Exterior steel paint w/ graffiti resistant coating (columns)		500	$4.00	**2,000**
Exterior Steel Paint (underside of roof)		1600	$3.00	**4,800**
Interior Plaster Paint w/ graffiti resistant coating		700	$4.00	**2,800**
Interior Concrete Sealant		250	$1.50	**400**
Restroom Fixtures	2	EA	$4,500.00	**9,000**
Exterior Lighting	6	EA	$600.00	**3,600**
Interior Lighting	4	EA	$500.00	**2,000**
Site Restoration and clean up	1	Allowance	$5,000.00	**5,000**
Subtotal				**54,500**
Design Fees				**6,500**
General Conditions (5%)				**2,800**
OH & P (12%)				**6,600**
Bond (3%)				**1,700**
Permits	1	Allowance	$3,000.00	**3,000**
Contingency (15%)				**11,300**
Total				**86,400**

City of Ypsilanti
Candy Cane Park - Restroom Evaluation Study

September 25, 2018

Background

The Candy Cane Park restroom building is constructed of single-wythe masonry walls, concrete floor slab, wood roof trusses, and an asphalt shingle roof. The roof extends from the building to cover a concrete slab on grade in the covered picnic area adjacent to the building. The building itself consists of two single occupant toilet rooms on the far side (west) of the L-shaped storage area that abuts the pavilion.

It is known from the City Road program in 2003 that a new 1" service is in Roosevelt Street onto the Property in the SW corner of the park where a new curb stop and box was placed and connected to the 1" steel service that then changed to plastic. It is also known from that same City program that 30 feet of the Orangeburg sewer lead was replaced in the Right Of Way to the property line in the SW corner of the park. It is anticipated that the sanitary lead is Orangeburg through the park based on the history of the College Heights Subdivision.

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Existing Conditions and Recommendations

The masonry walls show signs of foundation settlement along the south wall and the south slab in the pavillion area. There are diagonal cracks on the East wall inside the pavillion starting at the top in the Southeast corner extending downward to the North and in the Southwest corner along the south wall. The slab in the pavillion did not have contraction joints when it was poured, and has now formed contraction cracks with the Southeast slab settling on the south edge, therby lifting up its north edge creating a one inch trip hazard. The masonry wall on the inside of the pavillion (East wall) needs the two diagonal cracks pointed up with mortar and needs to be repainted and coated with a graffiti resistant material. The concrete pad in the picnic area is in marginal shape. If the slab is not removed and replaced, it is recommended to have the trip hazard ground down (15 ft of grinding) and the cracks routered and sealed (65 ft). The masonry around the building has cracks on all sides that need to be routered and pointed, then needs to be repainted and coated with a graffiti resistant material.

The underside of the roof in the pavillion needs to be repainted. The paint on the steel posts supporting the roof are in good conditon, however, could use repainting as part of its regular maintanance. The column in the NE corner of the pavillion has been bent. It either needs to be replaced or repaired. The plywood underside of the roof in the pavillon has two holes for light fixtures that are boarded up. Exterior lighting should be added under the pavillion and on the outside of the structure on four sides with LED fixtures. The West and East side lighting could be added at the top of the roof peak to provide better coverage and to deter vandalism.

The West side has a hole in the masonry where a drinking fountain was mounted that needs to be patched. It also has a drain coming out through the wall that needs to be cut back and capped before patching. The new free standing drinking fountain appears to be in good conditon. As there is no water meter installed, it is not anticipated that it is in working order.

All the hollow wood doors are in poor condition and need to be replaced, as well as the hinges and frames. The four windows are boarded up and need to be replaced with glass block windows that are vandal resistant.

The pavilion has a boarded up window into the storage area and a wood hollow core door. Each restroom has a boarded over opening that used to allow natural light and ventilation. One restroom is boarded up and we did not have access. The storage room was locked and we were not provided access. Restroom fixtures (toilet, sink, and urinal) in the north restroom are ceramic.

All restroom fixtures are damaged and need to be replaced, however, the plumbing and electrical infrastructure appears to be in good condition. The shut off gate valve on the water service coming through the floor in the North bathroom needs to be replaced (1" L copper coming through the floor). It is recommended that a ball valve be installed and a security box be put over the water meter. We could not access the electric panel on the inside of the storage room. Interior lights (2) in the bathrooms should be replaced with LED fixtures as well as any lights located in the storage room. All lights should be put on countdown timers. The interior masonry walls are in good condition but need to be pointed up and repainted and coated with a graffiti resistant material. The concrete floor slab in both of the bathrooms is in good condition but should have the cracks routered and sealed and a floor paint applied. The ceilings in the bathrooms need to be repainted.

The weather head for the electric needs to have the wires entering from a vertical angle so as to ensure water is not traveling into the weatherhead. The drains (floor, toilet, urinal, and sink) should be augered and televised to insure they are open and functional. Televising could verify if Orangeburg was in the first 90 feet outside the building to determine if sewer replacement needs to occur through the park.The storage room will likely need many of the same things, however, without access that is unclear.

Opinion of Probable Costs

City of Ypsilanti – Candy Cane Park – Restroom Evaluation Study - Estimated Probable Construction Cost

ITEM	QTY	QTY (SF)	PRICE (/SF)	TOTAL ITEM
Construction staging and security	1	Allowance	$2,000.00	**2,000**
Replace wood doors and frames (heavy ga)	3	EA	$4,000.00	**12,000**
Replace glass block w/ impact resistant glazed window	4	EA	$2,000.00	**8,000**
Point up masonry	1	Lump Sum	$2,000.00	**2,000**
Exterior masonry paint w/ graffiti resistant coating		700	$4.00	**2,800**
Exterior steel paint w/ graffiti resistant coating (posts)		50	$4.00	**200**
Exterior wood paint		1000	3	**3,000**
Interior wood paint w/ graffiti resistant coating		400	$4.00	**1,600**
Concrete slab crack route and seal	165	LFT	$15.00	**2,475**
Concrete trip hazard grinding	20	LFT	$30.00	**600**
Interior concrete sealant		400	$1.50	**600**
Clean and televise drains	1	Lump Sum	$700.00	**700**
Replace sanitary lead - 4" PVC	386	LFT	$35.00	**13,510**
Restroom Fixtures	2	EA	$4,500.00	**9,000**
Security box for water meter	1	EA	$500.00	**500**
Exterior Lighting	6	EA	$600.00	**3,600**
Interior Lighting	4	EA	$500.00	**2,000**
Electrical upgrades	1	Lump Sum	$400.00	**400**
Site Restoration and clean up	1	Allowance	$5,000.00	**5,000**
Subtotal				**69,990**
Design Fees				**5,000**
General Conditions (5%)				**3,500**
OH & P (5%)				**3,500**
Bond (3%)				**2,100**
Permits	1	Allowance	$3,000.00	**3,000**
Contingency (12%)				**10,460**
Total				**97,550**

City of Ypsilanti
Parkridge Park - Restroom Evaluation Study

September 25, 2018

Background

The Parkridge Park restroom building is constructed of CMU walls with brick facade, concrete floor slab, wood roof trusses, and an asphalt shingle roof. The supporting columns have been capped in a brick façade before the column connects to the engineered beams. The roof extends from the building to cover a concrete slab on grade in the covered picnic area adjacent to the building. The building consists of two toilet rooms in the Southeast and Southwest corner of the building and a storage room. There is a utility cavity between the two bathrooms. The two bathrooms and the storage room have 36" steel doors. Each restroom has a glass block window with vent to allow natural light and ventilation. Restroom fixtures are steel. One bathroom consists of a toilet with a partition, sink, paper towel dispenser/garbage container, and urinal. The other bathroom has a sink, a toilet with partition, a plated appurtenance, and paper dispenser/garbage container. The pavilion has a fireplace at the far end.

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Existing Conditions and Recommendations

The masonry walls are in good conditon when veiwed from the inside. There is a gap opening up between the inside CMU, that has a maintanance cavity between the bathrooms for sewer and water, and the outside masonry wall (south). The brick façade is in excellent conditon. There is a brick repair needed inside the pavillion on the building wall.

Although the fireplace will require some brick work on the face above the opening, generally the fireplace brick is in good conditon outside and inside starting at the corbel working its way up to chimney . In the body of the firebox, below the corbel, pointing up needs to occur. The flue appears to have at least one cracked liner piece, however, its joint is tight. Not all of the flue is accesible for inspection and will need to be carefully televised to determine the repairs necessary. The fireplace should be inspected by an expert for recommended repairs. The fireplace flue should have a cap installed.

The roof appears to have new sheathing and and new shingles. It is anticipated that they are from the 2007 renovation. The fascia board needs to be sheathed or painted. It is beginning to show signs of deterioration. Mold and staining is present along the outside and the bottom edge where it is exposed to water. The truss cavity has a plywood block installed between the sheathing and the top of the CMU walls on the outside and under the pavillion. In many places it has shifted or fallen. The wood blocking appears to have prevent birds and other animals from sheltering in the bathroom, storage room, or the plumbing cavity.

The concrete on grade around the building needs to be removed and replaced. It has heaved or settled in some locations, and the remaining is heavily broken up. At one point by the NW corner of the buidling, between settlement and heaving, there is a five inch lip at the building (See pic above). Expansion should be installed between the building and the slab on grade, then ripped down and sealed with polyurethane upon completion of the work.

The underside of the roof in the pavillon has two lights that are abandoned. Exterior lighting should be added under the pavillion and on the outside of the structure on four sides with LED fixtures. The North and South side lights could be added at the top of the gable peak to provide better coverage and to deter

vandalism. The Southeast column supporting the truss header has some damage to the brick façade at its base. That should be routered and tuck pointed along with the other work – some routering and tuck pointing on the brick façade above the mens bathroom door, the repair inside the pavillion on the building wall, and the brick work on the fireplace. The brick façade has graffiti that has been painted over in many locations. It is recommended that the paint be removed and a brick sealer installed that is graffiti resistant.

All the metal doors are in poor condition and need to be replaced as well as the hinges and frame. The two windows are damaged and need to be replaced with glass block windows that are vandle resistant.

All restroom fixtures need to be assessed as they may be salvagable with new piping and appurtanances (sloan valve, faucet, etc). The stall walls need to be replaced with something more heavy duty as the old ones are loose and are coming out of the wall and floor. The mirrors (one of which is the access to the plumbing and electrical piping cavity), the paper towel holders/garbage cans, and urinal all need replacement. In the East bathroom, there appears to be a plated spot where a urinal used to be, with a push button above the plate.

The plumbing and electrical infrastructure appears to be in decent condition. The shut off gate valve on the 2” plastic water service coming through the floor in the service cavity needs to be replaced. It is recommended that all the galvanized piping be removed before and after the meter horn, replaced with copper, and new ball valves be installed. There appears to be Studer type vents on the plumbing inside the wall cavity that have had the tops removed. These need to be assessed more closely and possibly repaired. The electric panel on the inside of the storage room needs assessment by an electrician, however, it appears to be in working order. Some of it’s wiring may need tidying up and a new face put on it that can be locked. There is a large feed to an external stage/entertainment area by the baseball diamond, per the DPW.

Interior lights (3) in the bathrooms and storage should be replaced with LED fixtures. All lights should be put on countdown timers. The interior masonry walls are in good condition, but need to be repainted and coated with a graffiti resistant material. The concrete floor slab in both of the bathrooms and storage room is in good condition but should be sealed with a floor paint. The plywood ceilings in the bathrooms need to be repainted. The floor drains, the toilet, urinal, and sink should be augered and televised to insure they are open and functional. Televising could verify if the sanitary outside the building is in good conditon. YCUA should be coordinated with to establish if the sewer lead in the ROW is in usable condition.

Opinion of Probable Costs

City of Ypsilanti - Parkridge Park Evaluation Study - Estimated Probable Construction Cost

ITEM	QTY	UNIT	ESTIMATED COST	TOTAL ITEM
Construction staging and security	1	Allowance	$2,000.00	**2,000**
Replace hollow metal doors and frames (16 ga)	3	EA	$4,000.00	**12,000**
Replace metal louver in bathroom ceiling into roof trusses	2	EA	$500.00	**1,000**
Replace glass block w/ impact resistant glazed window	2	EA	$3,000.00	**6,000**
Exterior paint removal from brick	250	SFT	$8.00	**2,000**
Exterior brick sealer w/ graffiti resistant coating	1800	SFT	$4.00	**7,200**
Exterior steel paint w/ graffiti resistant coating	200	SFT	$4.00	**800**
Exterior paint (fascia and trusses)	350	SFT	3	**1,050**
Interior wood paint w/ graffiti resistant coating	250	SFT	$4.00	**1,000**
Interior masonry wall paint w/ graffiti resistant coating	1100	SFT	$4.00	**4,400**
Interior concrete sealant	275	SFT	$3.00	**850**
Brick work	1	Allowance	$2,000.00	**2,000**
4" concrete removal and replacement	2100	SFT	$5.00	**10,500**
General electrical	1	Allowance	$500.00	**500**
Fireplace repairs	1	Allowance	$4,000.00	**4,000**
Clean and televise sanitary	1	Allowance	$700.00	**700**
Restroom Fixtures	2	EA	$4,500.00	**9,000**
Exterior Lighting	6	EA	$600.00	**3,600**
Interior Lighting	3	EA	$500.00	**1,500**
Site Restoration and clean up	1	Allowance	$5,000.00	**5,000**
Subtotal				**75,100**
Design Fees				**6,500**
General Conditions (5%)				**3,800**
OH & P (12%)				**9,100**
Bond (3%)				**2,300**
Permits	1	Allowance	$3,000.00	**3,000**
Contingency (15%)				**15,000**
Total				**114,800**

City of Ypsilanti
Riverside Park Restroom Evaluation Study

September 26, 2018

Background

The Riverside Park restroom building is constructed of single-wythe masonry walls, concrete floor slab, and metal roof. The roof extends from the building to cover a concrete slab on grade picnic area adjacent to the building. The building itself consists of two toilet rooms on the north side of a storage area. Each restroom has a louvered opening to allow natural ventilation. Restroom fixtures were likely ceramic.

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Existing Conditions and Recommendations

The masonry walls are structurally in good condition but they need to be repainted and coated with a graffiti resistant material. The underside of the roof needs to be repainted also. In some areas the paint on the metal posts supporting the roof is deteriorating and causing rust. The rust needs to be removed from the steel and the posts need to be spot painted, at a minimum.

The concrete pad at the picnic area is in acceptable shape. It is recommended that the joints be blown out and sealed, and the cracks routered and sealed. There is a 3' wide concrete perimeter slab around the building and pavillion that has settled and shifted in places. It could be removed and not replaced or removed and replaced. There needs to be a hard surface installed from the bike path to the pavillion. Exterior lighting should be replaced with LED fixtures. There is a block missing on the north wall for the photo-eye sensor which is located inside the storage room. This could be moved outside and blocked up, or insect screen installed over the opening.

All the hollow metal doors, hinges, and frames are in poor condition and need to be replaced. The bathroom doors are not 3' wide and need to be opened up for ADA access. The ventilation louvers are either damaged or missing, and need to be replaced. The insect screening in many places is damaged and needs to be replaced in the following places – the louvered ventilation, steel beams for access to ventilation above the bathroom ceilings, inside the storage room to the outside, and to the ventilation cavity above the bathroom ceilings. Glass block windows for natural light would be a valuable addition to the bathrooms.

All restroom fixtures are damaged and need to be replaced. ADA accessible fixtures and toilet rooms will provide only one accessible fixture per existing room. The plumbing and electrical infrastructure appears to be in good condition. Interior lighting should be replaced with LED fixtures. The interior masonry walls are in good condition, but need to be repainted and coated with a graffiti resistant material. The concrete floor in both of the bathrooms and storage room is in good condition, but should be sealed. The ceiling in the bathrooms needs to be repainted.

There are two pinholes in the metal roof that show in the storage room. The metal roof was unable to be viewed from the ground, it should be assessed from above for any other repairs.

The water service for the buildiing comes in from Cross street. DPW states that it is plastic pipe in the road and is shallow. It is stated that the service has broken twice in recent years in the road and had to repaired when it froze and broke. The curb stop at the Cross street property line is old style and DPW reports YCUA has had difficulty finding and operating it. There is a new curb stop box located outside the north wall. DPW reports that when that is turned off and the buidling side is drained, the line from Cross street to the new curb stop(between buidling and ROW) freezes and breaks because it is shallow. The DPW has YCUA turn off the box that is out by the road(ROW), they pull the water meter each fall, and gravity drains the serivce through the park. It is recommended that the City work with YCUA to renew the service in Cross Street to the property line, then install a new service to the buidling below the frost depth.

The water service leaves the building and feeds a network of fountains within the park. It is unclear the condition of this service or the fountains.

The electric service appears to come in underground, go up the north side of the building, leave the conduit in a weather head, then enter a conduit at the peak. The conduit entering the peak to the panel appears to need a weather head installed to keep water out and prevent it from entering the panel.

It is assumed that the sewer leaves the buidling and ties into the YCUA interceptor that passes through the park. The drains (floor, toilet, urinal, and sink) should be augered and televised to insure they are open and functional. Televising could verify if the sanitary outside the building to the interceptor (assumed) is in good conditon. This work should be coordinated with YCUA for the televising within the YCUA easement through the park.

Opinion of Probable Costs

City of Ypsilanti - Prospect Park Restroom Evaluation Study - Estimated Probable Construction Cost

ITEM	QTY	UNITS	ESTIMATED COSTS	TOTAL ITEM
Construction staging and security	1	Allowance	$2,000	**2,000**
Replace hollow metal doors and frames (heavy ga), widen door for 3'-0" opening	3	EA	$5,500	**16,500**
Replace metal Louver	3	EA	$500	**1,500**
Add glass block w/ impact resistant glazed window	2	EA	$3,000	**6,000**
Exterior Masonry Paint w/ graffiti resistant coating	1000	SFT	$4.00	**4,000**
Exterior steel paint w/ graffiti resistant coating (columns and beams)	600	SFT	$4.00	**2,400**
Exterior Steel Paint spot treat (underside of roof)	400	SFT	3	**1,200**
Interior Concrete wall Paint w/ graffiti resistant coating	550	SFT	$4.00	**2,200**
Interior Concrete floor Sealant - bath and storage	225	SFT	$1.50	**300**
Restroom Fixtures - Replace with 2 ADA Toilet Rooms	2	EA	$5,000.00	**10,000**
Exterior Lighting	6	EA	$600.00	**3,600**
Interior Lighting	4	EA	$500.00	**2,000**
Electrical upgrades - three countdown timers, repair weather head	1	Lump sum	$400.00	**1,000**
Concrete crack route and seal	165	LFT	$15.00	**2,500**
Concrete 4" removal and replacement - new connection to bike path	600	SFT	$5.00	**3,000**
Seal expansion between old concrete and new three foot sidewalk	150	LFT	$10.00	**1,500**
Water service replacement	1	EA	$7,000.00	**7,000**
Clean and televise sanitary	1	Allowance	$700.00	**700**
Site Restoration and clean up	1	Allowance	5,000	**5,000**
Subtotal				**72,400**
Design Fees				**6,500**
General Conditions (5%)				**3,700**
OH & P (12%)				**8,700**
Bond (3%)				**2,200**
Permits	1	Allowance	3,000.00	**3,000**
Contingency (15%)				**14,500**
Total				**111,000**

City of Ypsilanti
Peninsular Park Restroom Evaluation Study

September 27, 2018

Background

The Peninsular Park restroom building is constructed of single-wythe masonry walls, concrete floor slab, steel frame supports and steel beams, and a tongue and groove roof with asphalt shingles. The roof extends from the building to cover a concrete slab on grade picnic area adjacent to the building. The roof appears to have been redone in the last couple of years and a patch completed in the tongue and groove sheathing. The building itself consists of two single occupant toilet rooms. Each restroom has a louvered opening on two sides to allow natural ventilation. Restroom fixtures are ceramic. The fixtures have been carefully winterized with the traps blown out and the sloan valves disassembled.

Existing Conditions and Recommendations

The masonry walls are structurally in good condition but need to be repainted with a graffiti resistant material. The underside of the roof in the pavillion needs to be repainted. The paint on the steel frame supports is deteriorating in a few areas, causing the supports to rust. The spot rust needs to be removed from the steel and repainted with a graffiti resistant paint. The concrete pad at the picnic area is in acceptable shape. The joints should be sealed with a polyurethane sealer. Exterior lighting should be replaced with LED fixtures. The plastic coated steel picnic tables are in decent conditon, however, rust removal and painting is required. The interior floor in both bathrooms needs to be sealed.

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Both hollow metal doors are in poor condition and need to be replaced along with the hinges and frame. The wooden ventilation louvers need to be sanded and painted, or replaced. The insect screens are intact, however, to address the louvers, they will need to be removed and thus should be replaced. Glass block windows should be added to the walls for natural light. The stall dividers either need to be replaced or painted with graffti resistant paint.

All restroom fixtures are antiquated, however, the plumbing and electrical infrastructure appears to be in good condition. The sloan valves, water supply lines, and fixtures should be replaced. It's possible that the ceramic fixtures could be reused and replumbed. The interior masonry walls are in in good condition, but need to be repainted and coated with a graffiti resistant material. The concrete floor slab in both of the bathrooms and storage room is in good condition but should be sealed. The original wood tongue and groove ceiling in the bathrooms needs to be painted.

Interior lighting should be replaced with LED fixtures. The electrical wiring needs to be assessed by an electrician, and the switches updated. The electrical panels need to be locking boxes.

Opinion of Probable Costs

City of Ypsilanti - Peninsular Park Restroom Evaluation Study - Estimated Probable Construction Cost

ITEM	QTY	UNIT	ESTIMATED COST	TOTAL ITEM
Construction staging and security	1	Allowance	$2,000.00	**2,000**
Replace hollow metal doors and frames (16 ga)	2	EA	$4,000.00	**8,000**
Repair hole in external masonry wall	1	Allowance	$200.00	**200**
Paint wood louvers	4	EA	$500.00	**2,000**
install glass block w/ impact resistant glazed window	2	EA	$3,000.00	**6,000**
Exterior Masonry Paint w/ graffiti resistant coating	575	SFT	$4.00	**2,300**
Exterior steel paint w/ graffiti resistant coating	300	SFT	$4.00	**1,200**
Exterior wood Paint	650	SFT	3	**1,950**
Interior masonry Paint w/ graffiti resistant coating	700	SFT	$4.00	**2,800**
Interior wood Paint	300	SFT	3	**900**
Interior floor Concrete Sealant	300	SFT	$1.50	**450**
Seal concrete joints with polyurethane	400	LFT	$8.00	**3,200**
Restroom Fixtures	2	EA	$4,500.00	**9,000**
Exterior Lighting	6	EA	$600.00	**3,600**
Interior Lighting	4	EA	$500.00	**2,000**
General electrical	1	Allowance	$1,000.00	**1,000**
Clean and televise sanitary	1	Allowance	$700.00	**700**
Site Restoration and clean up	1	Allowance	$5,000.00	**5,000**
Subtotal				**52,300**
Design Fees				**6,500**
General Conditions (5%)				**2,700**
OH & P (12%)				**6,300**
Bond (3%)				**1,600**
Permits	1	Allowance	$3,000.00	**3,000**
Contingency (15%)				**10,900**
Total				**83,300**

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City of Ypsilanti
Recreation Park Restroom Evaluation Study

September 25, 2018

Background

Recreation Park does not currently have a restroom building. The existing covered picnic area is constructed of a concrete floor slab, metal columns and beams, and a metal roof. The roof has been damaged, likely by a tree. The roof covers a concrete slab on grade with picnic tables. It appears there used to be a building, based on evidence on the concrete slab. There are signs of walls that were removed, and utilities coming up through the floor. It looks as if there were two single occupant toilet rooms on either side of a storage or utility area. At this time all that remains are the floor drains (3), the toilet drops (4), the sink drops inside walls (2), and what is likely a sanitary clean out headed for Congress Street.

Existing Conditions and Recommendations

The paint on the roof (top and bottom), columns, and beams is flaking and rust is beginning to damage the steel. There are holes caused by rust at the base of the columns. The roof appears to have been damaged by a tree. Two roof support beams, four roof panels, and one angle support have been damaged. The rust needs to be removed from the steel, the holes will have to be soldiered with plates, and the structure needs

to be repainted. Those areas that are reachable need to have graffiti resisitant paint. There are two cross members that are loose and need to be tightened or likely replaced if rusted through. One half of the structure does not have cross member support, which will need to be installed. One angle brace is bent and should be repaired and reinforced. The concrete pad within the picnic area is in acceptable shape, and will need the joints sealed. It appears the bathrooms were removed before the steel roof was put up as the roof does not have a ventilation port.

It is recommended that this site have a prefabricated bathroom unit installed. It will need the sanitary line cleaned and televised, and the sanitary relocated to the new buidling pad. The water service will need to be located and installed into the building pad, and ADA access provided. The prefabricated building could be located next to the existing structure, as it likely could not be installed within the structure. The drains in the current structure should be abandoned, or removed if a new slab is poured in those areas.

Opinion of Probable Costs

City of Ypsilanti - Recreation Park Restroom Evaluation Study - Estimated Probable Construction Cost

ITEM	QTY	UNIT	ESTIMATED COST	TOTAL ITEM
Construction staging and security	1	Allowance	$2,000.00	**2,000**
Curb remove and replace with ramp drop	20	LFT	$40.00	**800**
Remove asphalt, replace with concrete ADA ramp	450	SFT	$8.00	**3,600**
Metal paint removal	1	Allowance	$5,000.00	**5,000**
Metal repairs	2	EA	$2,000.00	**4,000**
Paint columns with graffiti resistant paint	1	Allowance	$2,000.00	**2,000**
Paint underside of roof, beams, and roof support beams	1	Allowance	$4,000.00	**4,000**
Paint top of roof	1	Allowance	$2,000.00	**2,000**
Seal joints with polyurethane	500	LFT	$8.00	**4,000**
*Prefabricated bathroom structure	1	Allowance	$50,000.00	**50,000**
Clean and televise sanitary	1	Allowance	$1,000.00	**1,000**
Site work for prefab bathroom	1	Allowance	$5,000.00	**5,000**
Site Restoration and clean up	1	Allowance	$5,000.00	**5,000**
Subtotal				**88,400**
Design Fees				**7,100**
General Conditions (5%)				**4,500**
OH & P (12%)				**10,700**
Bond (3%)				**2,700**
Permits	1	Allowance	$3,000.00	**3,000**
Contingency (15%)				**17,500**
Total				**133,900**

*Please note that the estimate for a prefabricated bathroom structure was information received provided by Stan Kirton. Further research will be required to determine appropriate structure size and cost.

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

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

REQUEST FOR LEGISLATION

DATE: October 24, 2018

FROM: John M. Barr

SUBJECT: Amend Medical Marijuana Ordinance to require state pre-qualification

SUMMARY/BACKGROUND

Staff is working to stay in step with the actions of the State regarding marijuana. Current marijuana permits will expire December 31, 2018. Applications for new permits or renewal will be received after January 1, 2019. Staff wants to make sure that all applicants have state pre-qualification before accepting or processing applications.

The attached amendment to the marijuana ordinance requires pre-qualification. It also removes the requirement that applicants submit a copy of their State application as part of the City application; that is made unnecessary with the requirement for prequalification.

ATTACHMENTS: Proposed Ordinance

RECOMMENDED ACTION: Adoption of the ordinance to amend the marijuana ordinance to require prior state pre-qualification

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DATE RECEIVED:_____ AGENDA ITEM NO.

CITY MANAGER COMMENTS:
~~~~~~~

FOR AGENDA OF:_____ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:

Resolution No. 2018-295
November 27, 2018

Resolution to amend Section 7-4 of the Ypsilanti City Code to
Require state pre-qualification for any city marijuana permit application

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT an ordinance entitled "An ordinance to Amend Section 7-4 of the Ypsilanti City Code to require state pre-qualification of any application for a city marijuana permit." be adopted on First Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1330

An ordinance to amend Chapter 7 "Medical Marijuana" of the Code of Ordinances of the City of Ypsilanti with an update pursuant to State licensing practices.

1. **THE CITY OF YPSILANTI HEREBY ORDAINS** That section 7-5 of the Ypsilanti City Code is hereby amended as follows:

   a. to remove the following sub-section 7-4(1)(h):

      ~~h. A copy of the application for the State Operating License.~~

   b. to add the following sub-section (12):

      (12) A copy of the letter of prequalification from the state of Michigan, issued to the applicant. The valid prequalification from the State is required before a permit for the Marihuana Facility can be granted.

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. A complete copy of the ordinance is also available for inspection on the City's website, www.cityofypsilanti.com.

6. Publication and Effective Date. The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published by printing the same in the publication of record. 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 in The Ypsilanti Courier 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. 2018-296
November 27, 2018

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

That the public hearing for an ordinance entitled "An ordinance to Amend Section 7-4 of the Ypsilanti City Code to require state pre-qualification of any application for a city marijuana permit" **Be officially closed.**

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Resolution No. 2018 - 297
November 27, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of November 12, 2018 be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

CITY OF YPSILANTI
ORGANIZATIONAL COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
MONDAY, NOVEMBER 12, 2018
7:00 P.M.

I. CALL TO ORDER –

The meeting was called to order at 7:05 p.m.

II. ROLL CALL –

Council Member Bashert	Present	Council Member Robb	Present
Mayor Pro-Tem Brown	Present	Council Member Vogt	Present
Council Member Murdock	Present	Mayor Edmonds	Absent
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. APPROVAL OF AGENDA –

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

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

VI. INAUGURATION CEREMONY – *Oath of Office*

Mayor – Beth Bashert
Ward 1 – Nicole A. Brown
Ward 2 – Jennifer Symanns
Ward 3 – Anthony Morgan

City Clerk Frances McMullan provided the Oath of Office to the new members of Council.

Mayor Elect Bashert thanked those leaving office for their service to this city.

Council Member Murdock read aloud a thanks to the former Council Member Robb for his service to Ward 3 and the City of Ypsilanti.

Council Member Richardson read aloud a thanks to the former Council Member Vogt for his service to Ward 2 and the City of Ypsilanti.

Mayor Pro-Tem Brown read aloud a thanks to the former Mayor Edmonds for her service to the City of Ypsilanti.

The meeting recessed at 7:15 p.m.

The meeting reconvened at 7:30 p.m.

VII. SEATING OF NEW COUNCIL -

VIII. ROLL CALL –

Council Member Brown	Present	Council Member Symanns	Present
Council Member Morgan	Present	Mayor Bashert	Present
Council Member Murdock	Present	Ward 2 Vacancy	
Council Member Richardson	Present		

IX. PRESENTATIONS –

X. AUDIENCE PARTICIPATION –

1. Ka'Ron Gaines, 810 Monroe, stated he has a positive feeling about the new Council. He expects the new Council to do great things, and thanked them for their hard work.

2. Madeline Beyer, 330 Chidester #418, stated Ypsilanti has become her home since she moved here six years ago, and she loves it. However, she would like have better access to recycling.

XI. REMARKS BY THE MAYOR –

— Thanked all for their positive words.

— She commended Ms. Beyer on her determination regarding recycling, and that providing recycling to this city's residents is and has been a goal of Council.

XII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2018-273, adopting "ROBERT'S RULES OF ORDER 10th EDITION".

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Ypsilanti City Council adopts "ROBERT'S RULES OF ORDER, 10TH EDITION" as the official rules of order for procedures of the Ypsilanti City Council meetings.

For the purpose of Council rules, each separate meeting of City Council shall constitute a "session" as that term is used in Robert's Rules of Order.

A motion for reconsideration of a motion may be made and considered at the same session or in the next immediate session.

A motion may be amended by a "friendly amendment" if both the member making the motion and the member supporting (seconding) the motion agree.

OFFERED BY: Council Member Brown
SECONDED BY: Council Member Richardson

On a roll call, the vote to approved Resolution No. 2018-273 was as follows:

Council Member Brown	Yes	Council Member Symanns	Yes
Council Member Morgan	Yes	Mayor Bashert	Yes
Council Member Murdock	Yes	Ward 2 Vacancy	
Council Member Richardson	Yes		

VOTE:

YES: 6 NO: 0 ABSENT: 0 VACANCY: 1 (Ward 2) VOTE: Carried

2. Resolution No. 2018-274, setting the day, time and frequency of Council meetings.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That regular Council meetings shall be held on the first and third Tuesdays of the month. When a Council meeting falls on a holiday or an Election Day, the next day after said holiday or Election Day will be the meeting day for the regular meeting, except when Council designates another day. Such a change will be given public notice.

Further, that all regular meetings of the Ypsilanti City Council shall be held at 7:00 p.m. in the City Council Chambers, located at One South Huron Street, except when the Council designates another time and location. Such a change will be given public notice.

Further, that all Council meetings end by 10:00 p.m., unless Council agrees by majority vote to extend the deadline.

OFFERED BY: Council Member Symanns
SECONDED BY: Council Member Brown

Council Member Brown clarified that Council will continue the policy of a 10:00 p.m. end time, unless there is a motion to extend.

On a roll call, the vote to approved Resolution No. 2018-275 was as follows:

Council Member Brown	Yes	Council Member Symanns	Yes
Council Member Morgan	Yes	Mayor Bashert	Yes
Council Member Murdock	Yes	Ward 2 Vacancy	
Council Member Richardson	Yes		

VOTE:

YES: 6 NO: 0 ABSENT: 0 VACANCY: 1 (Ward 2) VOTE: Carried

3. Resolution No. 2018-275, approving the procedure for transaction of Council business.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the procedure for transaction of business shall be that business raised by at least one Council Member, supported by a second Council Member, under Council Proposed Business be referred to the next regular meeting for transaction. This procedure may be waived by the consent of two-thirds (2/3) vote of Council.

OFFERED BY: Council Member Morgan
SECONDED BY: Council Member Brown

On a roll call, the vote to approved Resolution No. 2018-275 was as follows:

Council Member Brown	Yes	Council Member Symanns	Yes
Council Member Morgan	Yes	Mayor Bashert	Yes
Council Member Murdock	Yes	Ward 2 Vacancy	
Council Member Richardson	Yes		

VOTE:

YES: 6 NO: 0 ABSENT: 0 VACANCY: 1 (Ward 2) VOTE: Carried

4. Resolution No. 2018-276, approving procedure for audience participation during Council meeting.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

With regard to audience participation, citizens are urged, but not required, to present requests or complaints in writing to the Administration before meetings, along with indications of desire to address Council. General audience participation normally shall be held to one hour maximum, with three (3) minutes granted to individuals.

A. <u>Acceptable Conduct</u>
- **a. Speakers shall not share, loan or borrow time.**
- **b. Comments from speakers must be civil and respectful. Comments on physical appearance or character not related to job performance will not be tolerated. Infractions <u>will</u> result in <u>the</u> loss of remaining time, by order of the Chair, after one warning.**
- **c. Members of the audience are expected to respect the views of others and not <u>interrupt</u> or harass speakers. Persons not following this rule may be expelled from the building by order of the Chair after one warning.**

B. <u>Audience Participation.</u> Audience participation shall be set at the beginning of the agenda, after Presentations.
- **a. In order to designate priority in speaking, citizens shall sign up in person prior to the start of Audience Participation.**
- **b. Each speaker may speak a maximum of three (3) minutes.**

c. A maximum of sixty (60) minutes will be allowed for Audience Participation.
d. Following signed in speakers, others who wish to speak will be recognized by a show of hands.

C. <u>Public Hearings</u>
a. Speakers' remarks are limited to the subject of the public hearing.
b. Speakers are allowed a maximum of three (3) minutes.

OFFERED BY: Council Member Murdock
SECONDED BY: Council Member Richardson

Mayor Bashert stated when comments are made during audience participation without a response feels like it creates a distance between the public and Council. She would like to add that after each comment Council can state it will address that issue at the conclusion of Audience Participation. Council Member Richardson stated she proposed that some years ago, but it was changed to 'Remarks by the Mayor'. However, if Council responds after each comment Audience Participation would take a great deal of time. Ms. Bashert agreed, and explained she would inform the speaker their comment would be addressed once Audience Participation concludes so the speaker knows to wait. Ms. Richardson responded if that is stated at the beginning of Audience Participation it should have the same affect. Council Member Brown agreed, and mentioned pausing after each comment would lengthen Audience Participation unnecessarily. Ms. Bashert replied speakers feeling of disconnect have been consistent despite being informed their comments would be addressed once Audience Participation concludes. The question is if the role of Council is to leave things as they are, or to inform the speaker their comments will be addressed. Council Member Brown agreed a speaker might feel disconnected, but the greater good is for Council to be able to move through the agenda.

On a roll call, the vote to approved Resolution No. 2018-276 was as follows:

Council Member Brown	Yes	Council Member Symanns	Yes
Council Member Morgan	Yes	Mayor Bashert	Yes
Council Member Murdock	Yes	Ward 2 Vacancy	
Council Member Richardson	Yes		

VOTE:

YES: 6 NO: 0 ABSENT: 0 VACANCY: 1 (Ward 2) VOTE: Carried

5. Resolution No. 2018-277, naming an official newspaper of record.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That *Washtenaw County Legal News* be designated as the official newspaper of the City of Ypsilanti, for placement of all required publication notices and display advertisements.

OFFERED BY: Council Member Richardson
SECONDED BY: Council Member Brown

Mayor Bashert noted Washtenaw County Legal News is the only newspaper the city has access to. There is little other recourse to notify the public of city functions.

On a roll call, the vote to approved Resolution No. 2018-277 was as follows:

Council Member Brown	Yes	Council Member Symanns	Yes
Council Member Morgan	Yes	Mayor Bashert	Yes
Council Member Murdock	Yes	Ward 2 Vacancy	
Council Member Richardson	Yes		

VOTE:

YES: 6 NO: 0 ABSENT: 0 VACANCY: 1 (Ward 2) VOTE: Carried

6. Resolution No. 2018-278, adopting the Council Protocol for City staff.

RESOLVED, by the Ypsilanti City Council that the Council Protocol for City Staff shall be as follows.

COUNCIL PROTOCOL FOR CITY STAFF

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff, who analyze problems and issues, make recommendations, implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

I. Conduct Toward Staff
Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

II. Channels of Communication
Questions of City staff and/or requests for additional background information should be directed only to the City Manager, Assistant City Manager, City Attorney, City Clerk, or Department Heads. The City Manager should be copied on any request to Department Heads. Council Members should not set up meetings with department staff directly, but work through Department Heads, who will attend any meetings with Council Members. When in doubt about what staff contact is appropriate, Council Members should ask the City Manager for direction.

III. Equal Access to Information
Materials and information supplied to a Council Member in response to a request will be made available to all members of the Council so that all have equal access to information. The City Manager should ensure that such access is provided when appropriate.

IV. Public Criticism of Employees
Council should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation.

Involvement in Administrative Functions
Do not get involved in administrative functions. Council Members must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

Attendance at Staff Meetings
Do not attend staff meetings unless requested by staff. Even if the Council Member does not say anything, the Council Member's presence may imply support, show partiality, intimidate staff, or hampers staff's ability to do its job objectively.

Requests for staff support.
It shall require two members of Council to request staff support through the City Manager, who is responsible for allocating City resources in order to maintain a professional, well-run City government. It is up to the City Manager to ensure that staff resources are allocated in accordance with overall Council priorities. Research or preparation of material by the City Attorney may be requested directly by the Mayor, or two Council Members.

Response to Citizen Complaints
Depend upon the staff to respond to citizen complaints and concerns. It is the role of Council Members to pass on concerns and complaints on behalf of their constituents. It is not, however, appropriate to pressure staff to solve a problem in a particular way. Refer citizen complaints to the City Manager, who will follow up with appropriate staff. The staff should respond to all approved requests for information in an agreed upon timeframe. It is appropriate for Council Members to follow up with the Manager to determine how the concerns were resolved.

OFFERED BY: Council Member Richardson
SECONDED BY: Council Member Brown

Mayor Bashert informed Council City Manager McClary has three suggested edits, which were provided to Council. The City Manager suggests under 'Channels of Communication' instead of flowing through department heads they flow through him to request meetings. Council Member Murdock interjected unless a motion is made there should be no discussion regarding the amendment.

Mayor Bashert stated City Manager McClary is suggesting in Section 5, 'Involvement in Administrative Functions' add to the end "…or executing the policy directives of City Council." She asked if Council would like to make a motion.

Mayor Bashert stated City Manager McClary is suggesting under 'Attendance at Staff Meetings' amending the first sentence to state "do not attend staff meetings unless requested by the City Manager".

Council Member Morgan moved, seconded by Council Member Brown to amend 'Attendance at Staff Meetings' to read "do not attend staff meetings unless requested by the City Manager".

Council Member Brown asked for background of why the amendment is being suggested. City Manager McClary responded his reasoning for this change, and the other changes, is because it is important for the City Manager to understand and know what communications are occurring between staff and Council. There have been comments made stating the City Manager is responsible for everything, and the City Manager can only be responsible for everything if he or she knows what is occurring. The City Manager

needs to determine if resources can be appropriated for staff to meet with Council Members, and he should be aware of those meetings and communications that might occur. He agrees the City Manager is responsible for managing the city and carrying out the directives of Council. If the City Manager is not kept in the loop that becomes impossible. Council Member Symanns responded she doesn't disagree, but does not want to limit Council's access to staff. She suggested to amend the amendment to read "do not attend unless requested by staff, or the City Manager".

Mayor Bashert stated there has been some communication of whom is talking to whom, and adding these sentences the City Manager is attempting to establish clear boundaries.

Council Member Murdock stated these rules have served the Council for decades fairly well, and does not see a need to change them. The City Manager appears to be recommending less Council involvement, and increasing his authority and control. He is responsible to administer the directives of Council, but Council is accountable to the public. He suggested leaving the original resolution stand unchanged as it has been done for decades. Council Member Richardson agreed, and this policy has worked for decades. She added sometimes it is difficult to reach the City Manager in a timely fashion. There are things that come to Council that need to be addressed immediately. That is not specific to this City Manager, it is for any City Manager.

Council Member Morgan asked what negative effects of this policy have spurred this desire for its amendment. Mr. McClary responded he has been with the city nearly two years, in that time there have been instances that Council members have attended administrative meetings. There have been times he has not been aware of communications occurring between staff and Council, which have caused him to be cut off guard during Council meetings. In order for him to be affective as City Manager he needs to know what is happening between staff and Council. Things have improved since he has arrived, and he commends Council for being more sensitive to that. However, by addressing this in Council rules it would help to clarify things for staff, Council, and himself.

Council Member Brown understands where the City Manager is coming from, but direct communication between staff and Council facilitates a quicker resolution to the issue. Some years ago there was discussion regarding training for internal communications, which would help to resolve this be creating a clear line of communication. She does not believe limiting all access to staff is the most effective route to take. Council Member Richardson agreed.

Council Member Symanns asked if a happy medium could be agreed. Mayor Edmonds responded training suggested by Council Member Brown is already in discussion, and will be a benefit to this Council.

Council Member Morgan asked if it would be the department head or the Council Member to follow up with the City Manager. Mayor Bashert responded it would be the responsibility of the department head.

On a roll call, the vote to ammend Resolution No. 2018-278 was as follows:

Council Member Brown	No	Council Member Symanns	No
Council Member Morgan	No	Mayor Bashert	No
Council Member Murdock	No	Ward 2 Vacancy	
Council Member Richardson	No		

VOTE:

YES: 0 NO: 6 (Bashert, Richardson, Murdock, Brown, Symanns, Morgan) ABSENT: 0
VACANCY: 1 (Ward 2) VOTE: Failed

On a roll call, the vote to approved Resolution No. 2018-278 was as follows:

Council Member Brown	Yes	Council Member Symanns	Yes
Council Member Morgan	Yes	Mayor Bashert	Yes
Council Member Murdock	Yes	Ward 2 Vacancy	
Council Member Richardson	Yes		

VOTE:

YES: 6 NO: 0 ABSENT: 0 VACANCY: 1 (Ward 2) VOTE: Carried

7. Resolution No. 2018-279, adopting policy for appointments to Boards and Commissions.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That City Council adopts the following City Council Boards and Commission Appointment Procedure:

NOTICE

That the City Clerk shall provide the City Council, monthly, a report consisting of all council appointees, their address and contact information, the committee or commission appointed to, and the date of the expiration of their term for all appointees who terms expire within the next sixty (60) days.

That the Mayor or any City Staff person shall notify the City Council and City Clerk of any vacancy or pending vacancy occurring in any committee or commission as soon as it becomes known.

Notice shall be posted to the City Web sites soliciting nominations for those positions mentioned above at the time of the report or notice to City Council

PROCEDURE

That any Mayoral nomination for appointment shall be submitted to City Council under the Mayor's reports at one Council meeting and held for action until the following Council meeting.

Nominations shall include a letter of interest from and resume of the nominee.

VACANCY IN OFFICE

A vacancy in office shall occur when the current appointee discontinues membership by death, resignation, or removal from office; by not seeking

reappointment in writing prior to the expiration of his or her term; or by not being reappointed by the appointing authority

TERM OF OFFICE

Members of Boards and Commissions of the City shall serve for the terms specifically stated in the charter or in the law or ordinance creating the office

With the consent of two-thirds of the Council, an appointee may continue provisionally, in office, after the expiration of their term of office, until a successor has been elected or appointed and has qualified for and assumed the duties of the office. No member of any board or commission shall be allowed to hold over for more than 60 days beyond the term of office fixed by ordinance whether or not a successor has been appointed.

QUALIFICATIONS

Appointees to City Boards and Commission shall meet the affiliation qualification requirements of the City Code, Section 2-111, below, as well as any specific qualifications required by City Ordinance or State Statute.

Sec. 2-111. Applicability of section.

(a) Except as otherwise specifically provided, members of boards and commissions shall be affiliated with the city. This requirement shall be fulfilled in the following ways:
(1) An individual shall have been a resident of the city for a minimum of two years; or
(2) An individual shall demonstrate ownership/interest for a minimum of two years in a business established in the city for a minimum of two years.

(b) Exceptions to subsections (a)(1) and (2) of this section shall only be permitted if it is determined by the city council that a board or commission requires the membership of an individual with a specific position, knowledge, experience or expertise not available in another individual who may otherwise comply with the terms of subsections (a)(1) and (2) of this section.

OFFERED BY: Council Member Brown
SECONDED BY: Council Member Richardson

Council Member Richardson moved, seconded by Council Member Brown to add another section requiring training to be provided for commission members.

Council Member Symanns stated it is a great idea to include that requirement, but the city needs to ensure it has the resources to provide said training. Council Member Richardson responded the process

needs to be developed, but it is a disservice to Commission and Board members to not be given the tools to complete their jobs.

Council Member Murdock agreed, and mentioned the city does that to some degree. However, this resolution is about the appointment procedure not training. Council Member Symanns supports training, but she agrees it might not necessarily belong in this resolution. Council Member Richardson stated it might not belong in this resolution, but she felt it needed to be brought to the attention of this Council.

Mayor Bashert stated she benefited greatly from the training provided by the City Attorney's Office, and suggested making it a part of the normal entrance to a board or commission.

Council Member Richardson withdrew her motion.

Council Member Brown withdrew her second.

On a roll call, the vote to approved Resolution No. 2018-279 was as follows:

Council Member Brown	Yes	Council Member Symanns	Yes
Council Member Morgan	Yes	Mayor Bashert	Yes
Council Member Murdock	Yes	Ward 2 Vacancy	
Council Member Richardson	Yes		

VOTE:

YES: 6 NO: 0 ABSENT: 0 VACANCY: 1 (Ward 2) VOTE: Carried

8. Resolution No. 2018-280, setting meeting dates for 2019.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The Ypsilanti City Council will hold Regular Meetings at 7:00 p.m. in the City Council Chambers, located at One South Huron Street, Ypsilanti, Michigan 48197, for the year 2019 on the following dates:

January 8	**July 2**
January 22	**July 16**
February 5	**August 6**
February 19	**August 27**
March 5	**September 10**
March 19	**September 24**
April 2	**October 1**
April 16	**October 15**
May 7	**November 5**
May 21	**November 19**
June 4	**December 3**
June 18	**December 17**

The City of Ypsilanti encourages persons with disabilities to participate and will provide necessary reasonable auxiliary aids and services, such as signed for the hearing impaired,

Limited English Proficiency (LEP) services, and audios of printed materials being considered at the meeting to individuals with disabilities upon two (2) days notice to the City. Individuals with disabilities requiring auxiliary aids or services should contact the City by writing or calling the following:

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

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

OFFERED BY: Council Member Symanns
SECONDED BY: Council Member Morgan

Council Member Murdock stated in the past the meeting times in August were spread out to provide a gap for vacations. He suggested the dates in August be the 6th and 27th, and September meetings to be held on the 10th and 24th.

Council Member Murdock moved, seconded by Council Member Richardson to amend the scheduled dates to August 6th and 27th, and September 10th and 24th.

On a roll call, the vote to amend Resolution No. 2018-280 was as follows:

Council Member Brown	Yes	Council Member Symanns	Yes
Council Member Morgan	Yes	Mayor Bashert	Yes
Council Member Murdock	Yes	Ward 2 Vacancy	
Council Member Richardson	Yes		

VOTE:

YES: 6 NO: 0 ABSENT: 0 VACANCY: 1 (Ward 2) VOTE: Carried

On a roll call, the vote to approved Resolution No. 2018-280 was as follows:

Council Member Brown	Yes	Council Member Symanns	Yes
Council Member Morgan	Yes	Mayor Bashert	Yes
Council Member Murdock	Yes	Ward 2 Vacancy	
Council Member Richardson	Yes		

VOTE:

YES: 6 NO: 0 ABSENT: 0 VACANCY: 1 (Ward 2) VOTE: Carried

XII. NOMINATION AND ELECTION OF MAYOR PRO-TEM –

Mayor Bashert thanked Council Member Brown for her service as Mayor Pro-Tem during these past two years.

Council Member Symanns asked if this could be postponed until the vacancy in Ward 2 is filled. City Attorney John Barr responded in the affirmative.

Council Member Symanns moved, seconded by Council Member Morgan to postpone the nomination and election of Mayor Pro-Tem until the Ward 2 vacancy is filled on December 4th.

Council Member Murdock stated if the new member is selected their oath of office would be given immediately.

Mayor Bashert stated it is possible that another member of Council might be absent when Council is ready to select its Mayor Pro-Tem.

On a roll call, the vote to postpone the nomination and election of Mayor Pro-Tem until the Ward 2 vacancy is filled. was as follows:

Council Member Brown	No	Council Member Symanns	Yes
Council Member Morgan	Yes	Mayor Bashert	No
Council Member Murdock	No	Ward 2 Vacancy	
Council Member Richardson	No		

VOTE:

YES: 2 NO: 4 (Bashert, Richardson, Murdock, Brown) ABSENT: 0 VACANCY: 1 (Ward 2)
VOTE: Carried

Mayor Bashert called for nominations for Mayor Pro-Tem.

Council Member Morgan nominated Council Member Richardson.

Council Member Symanns nominated Council Member Murdock.

On a roll call, the vote to select Mayor Pro-Tem was as follows:

Council Member Brown	Richardson	Council Member Symanns	Abstain
Council Member Morgan	Richardson	Mayor Bashert	Murdock
Council Member Murdock	Murdock	Ward 2 Vacancy	
Council Member Richardson	Richardson		

VOTE:

RICHARDSON: 3 MURDOCK: 2 ABSTAIN: 1 (Symanns) ABSENT: 0 VACANCY: 1 (Ward 2) VOTE: No selection

Council Member Morgan nominated Council Member Richardson

Council Member Symanns nominated Council Member Brown

Council Member Murdock nominated himself.

On a roll call, the vote to select Mayor Pro-Tem was as follows:

Council Member Brown	Richardson	Council Member Symanns	Brown
Council Member Morgan	Richardson	Mayor Bashert	Murdock
Council Member Murdock	Murdock	Ward 2 Vacancy	
Council Member Richardson	Richardson		

VOTE:

RICHARDSON: 3 MURDOCK: 2 BROWN: 1 ABSENT: 0 VACANCY: 1 (Ward 2) VOTE: No selection

Council Member Morgan nominated Council Member Richardson.

Council Member Murdock nominated himself.

On a roll call, the vote to select Mayor Pro-Tem was as follows:

Council Member Brown	Richardson	Council Member Symanns	Murdock
Council Member Morgan	Richardson	Mayor Bashert	Murdock
Council Member Murdock	Murdock	Ward 2 Vacancy	
Council Member Richardson	Richardson		

VOTE:

RICHARDSON: 3 MURDOCK: 3 ABSENT: 0 VACANCY: 1 (Ward 2) VOTE: No selection

Council Member Richardson asked for clarification regarding the process. Mr. Barr believes the Charter requires four votes, but he is reviewing the Charter to verify.

Council Member Brown nominated Council Member Richardson.

Council Member Murdock nominated himself.

On a roll call, the vote to select Mayor Pro-Tem was as follows:

Council Member Brown	Richardson	Council Member Symanns	Richardson
Council Member Morgan	Richardson	Mayor Bashert	Richardson
Council Member Murdock	Murdock	Ward 2 Vacancy	
Council Member Richardson	Richardson		

VOTE:

RICHARDSON: 5 MURDOCK: 1 ABSENT: 0 VACANCY: 1 (Ward 2)
VOTE: Mayor Pro-Tem Richardson

Mayor Pro-Tem Richardson thanked all for their support.

Council Member Brown stated her support for Mayor Pro-Tem Richardson is not only due to her experience, but also because her job calls her out of the community regularly.

XIII. DISCUSSION OF WARD 2 COUNCIL APPOINTMENT PROCESS

Council Member Brown clarified the date the new member must be seated, and the deadline for application renewal matches the deadline for Council ranking of applicants. City Clerk Frances McMullan responded she will amend the deadline matrix.

Council engaged in discussion regarding possible edits.

Council Member Morgan asked what form should the rankings be submitted. Ms. McMullan responded email.

Council Member Murdock stated he is not a fan of the ranking system. The filling of a vacancy is a political decision made by Council, and he suspects any of the candidates interested in this position will be reaching out to each Council Member. Mayor Bashert asked if the suggestion is to eliminate the ranking part of the process. Mr. Murdock stated it is not a part he is interested. Ms. Bashert agreed the ranking system can be tricky. Council Member Symanns stated ranking is arbitrary unless there is selection criteria.

Council Member Symanns asked if this is the same procedure used in 2014. Ms. McMullan responded in the affirmative.

Council Member Richardson asked if Council will receive all the applications from the Clerk's Office. Ms. McMullan responded in the affirmative. Ms. Richardson recommended Council select the top five applicants for interview. From the interviews select the top three based on the interviews and deliberate based on those three applicants.

Council Member Morgan stated he prefers a ranking system. An application does not clearly tell who a person is, however, after reviewing all applications he would be able to rank based on the information provided. Criteria can be selected to best suit this process.

Council Member Murdock stated in 2014 he does not believe a ranking system was employed. During that process he believes everyone was interviewed. Mayor Bashert stated there were only three applicants.

Council Member Symanns suggested select the top three, and send those to the Clerk Department. Council Member Brown agreed, and suggested the top six be interviewed at maximum.

Mayor Bashert suggested leaving the number of applicants to be interviewed until applications have been submitted. Mr. Barr suggested the ranking be completed in an open meeting, to ensure the Open Meetings Act is not violated.

IX. AUDIENCE PARTICIPATION –

1. Sue Melke, 330 Chidester #409, asked if Council Members are only required to live in the city for thirty days.

X. REMARKS BY THE MAYOR –

- 2019 City Hall Holiday Closings Public Notice

XI. ADJOURNMENT –

Resolution No. 2018-281, adjourning the Organizational Council meeting.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or three (3) members of Council.

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

On a voice vote, the motion carried, and the meeting adjourned at 9:05 p.m.

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Karl A. Barr
Daniel J. DuChene

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

REQUEST FOR LEGISLATION

DATE: November 13, 2018

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Contract with Huron River Watershed Council

SUMMARY/BACKGROUND

The Huron River Watershed Council (HRWC) is a group of municipalities and agencies devoted to clean and protect the Huron River. The HRWC web site provides the following history:

In 1965, seventeen governmental units petitioned the Water Resources Commission to establish the Huron River Watershed Council (HRWC). The petition was granted and in April 1965 the first Watershed Council in Michigan was formed. The office was moved from the County Building to 415 W. Washington in Ann Arbor and Jerome Fulton, a UM graduate student, was hired as a part-time Executive Secretary.

Members of our first Council included twenty-four units of government. Its function was to: 1) conduct studies; 2) give reports; 3) request the Water Resources Commission to survey the watershed to establish minimum levels of stream flow; 4) recommend establishment of a River Management District when needed; 5) advise agencies of problems and needs of the watershed; 6) cooperate with federal, state, and local agencies; 7) employ an executive secretary and other personnel as needed and within budget; 8) form sub-committees or advisory committees, and 9) seek special project funds…

Since our inception, the Huron River Watershed Council has been a respected voice in the watershed's 73 communities with a history of working creatively and cooperatively to tackle a variety of issues facing the basin…

Today, HRWC's staff coordinates several programs and hundreds of volunteers who serve on our boards, committees, and in other volunteer activities. HRWC's efforts fall into four major

categories: Study, Restore, Protect, and Connect. Our programs cover pollution prevention and abatement, hands-on citizen education and river monitoring, natural resource planning, mass media education and information, and wetland and floodplain protection…

The HRWC is requesting the City of Ypsilanti support to enable it to continue to work to clean and protect the Huron River and help communities meet state and federal requirements to reduce pollution in the Huron River, and especially MDEQ Stormwater permits.

The proposed contract with HRWC is for five (5) years and in the amount of $$44,073.00 payable over five (5) years with the first payment in the amount of $6,611.00.

The proposed resolution of approval, contract, our addendum and the HRWC Five-year Work Plan and Budget is included in the materials.

RECOMMENDED ACTION: Review and decision

DATE RECEIVED:_____ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF:_____ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:

Resolution No. 2018-298
November 27, 2018

RESOLUTION TO APPROVE PROFESSIONAL SERVICES CONTRACT WITH HURON RIVER WATERSHED COUNCIL FOR PROFESSIONAL ASSISTANCE IN MEETING STATE AND FEDERAL REQUIREMENTS TO REDUCE HURON RIVER POLLUTION

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:

A 5 year contract, not to exceed $44,073,00, payable in installments over 5 years with the Huron River Watershed Council for professional services to assist the City of Ypsilanti in cooperation with other municipalities and agencies in reducing Huron River pollution and meeting state and federal requirements and securing stormwater permits,

Be and hereby is approved, and the Mayor and City Clerk are authorized to sign the contract for and on behalf of the City of Ypsilanti, subject to the approval of the City Attorney.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Huron River Watershed Council

October 23, 2018

The Honorable Amanda Edmonds
Mayor of Ypsilanti
One South Huron St.
Ypsilanti, MI 48197

RE: 2019-23 Contracts for the Middle Huron Partnership

Dear Mayor Edmonds:

For the past two decades, the Huron River Watershed Council (HRWC) has provided support to partner municipalities and agencies through the Middle Huron Partnership to address stormwater and other pollution sources to the Huron River system. The Middle Huron Partnership has been the forum for watershed partners to work together to successfully meet state and federal requirements to reduce pollution in the middle Huron River and its tributaries. For most of this time, the effort has been funded by the partners themselves who see the value in working collaboratively and demonstrate their commitment to the goals of the Partnership through financial support.

In 2009, some of these partners came together to additionally form the Stormwater Advisory Group (SAG) to comply with requirements under the Stormwater Permits (Phase I and II) issued by the Michigan Department of Environmental Quality (DEQ). HRWC has provided services for both efforts since 2006, and now refers to the entire effort as the Partnership. These services include preparation of regulatory compliance products for the entire group, development and implementation of monitoring and education programs, group representation in discussions with the DEQ, and leveraged implementation projects. A five-year work plan (see enclosed) covering the calendar years 2019 through 2023 (the Stormwater Permit cycle) was developed and reviewed by partner representatives. Ongoing support from the partners is essential if we are to continue pollution reduction efforts to the Huron River and its tributaries, such as Mill, Boyden, Honey, Malletts, Allens, Traver, Fleming, Swift and Millers creeks.

In order to fulfill these services, HRWC is requesting the financial support of the City in the amount of $6,611.00 starting in 2019 for services to be performed over the five-year period. Other organizations also are being asked to contribute to this partnership (see enclosed budget allocation). Included you will find a contract to support these services, the 5-year work plan, the work plan "not to exceed" budget, Partner budget allocation, and an invoice schedule. Your organization or agency will be invoiced in early 2019 for the first year's assessment. If you wish, you may request a proportional quarterly invoice instead.

Please review and sign both copies of the enclosed service agreement and return one copy to me (the other is for your records). If you have any questions or concerns, please contact me directly or your designated representative. Thank you for your past support, as well as your efforts to improve the water quality of the Huron River and the wellbeing of our region.

Sincerely,

Ric Lawson
Middle Huron Partnership Coordinator
rlawson@hrwc.org
734.769.5123 ext. 609

enclosures

CC: Mr. Darwin McClary, City Manager
Mr. Brad Holman, Acting Director of Public Services
Mr. Wade Rose, Engineering Technician, OHM Advisors

TO: Middle Huron Partners and Stormwater Advisory Group
FROM: Ric Lawson, Watershed Planner
RE: **Five-year Work Plan and Budget**
DATE: September 4, 2018

HRWC is currently providing joint services to municipalities and agencies within the Huron River Watershed in Washtenaw County for projects with similar missions: the Middle Huron Stormwater Advisory Group (SAG) to address watershed-wide compliance with state stormwater regulations, and the Middle Huron Partnership (Partnership) to reduce phosphorus contributions to meet the Total Maximum Daily Load (TMDL) for Ford and Belleville Lakes. Collectively, the combined group is referred to as the Middle Huron Partners (Partners). The current services provided were agreed to under a 6-year work plan with contracts that expire at the end of calendar year 2018.

The Partners have worked cooperatively to save effort and minimize costs, to more broadly share lessons and ideas, and to more comprehensively meet the goals of the permits and stormwater management. The proposed work plan includes activities that are essential to fulfilling the expectations set forth in the original Cooperative Agreement for the Partnership and Phase I or II Stormwater Permit regulations. The work plan is for five years, which is consistent with a five-year permit cycle for stormwater regulations.

All stormwater-regulated organizations in the Huron River Watershed submitted permit applications to the Michigan DEQ in 2013. At this time, only one permit has been issued. All other municipalities and agencies are operating on permits issued from 2003.

Timeline: This proposed work plan begins January 1, 2019 and ends December 31, 2023.

Work Plan Tasks:

Task 1: **Coordinate and facilitate Partner meetings and implement Public Participation Plan**
Rationale: Public meetings are required for the stormwater permits and are necessary for planning and coordination.
Description: The Partners meet bi-monthly to report on progress toward meeting permit requirements, phosphorus reduction goals, and implement priority activities from the Middle Huron Watershed Management Plan. Subcommittee work groups may form and meet as needed. HRWC will prepare communications for the meetings including agenda, agenda item materials, and follow-up items; facilitate meetings; and coordinate with guest speakers. Partners rotate as meeting hosts. HRWC will also post and distribute materials for Partners in compliance with the Public Participation Plan.

Task 2: **Prepare program reports for Partners**
Description: Biennial progress reports are required for the stormwater permit. HRWC will work with Partners to develop a template for progress reports to DEQ. The template will be updated to remain compliant with DEQ requirements. HRWC will compile and summarize relevant information as needed for Partner stormwater reports. Some specific Partner information will need to be added to complete reports before submittal. All reports will be published and distributed through the HRWC website.

A broader report is being developed for efforts made to address the TMDL. HRWC drafted an online framework for TMDL success reporting. HRWC will improve the framework and begin populating it for publication in 2019 and subsequent years.

Rationale: Biennial reports are required for Partner permits. Regular reporting of progress toward TMDL targets will help Partners justify expenditures and investments. The reports also provide the basis for measuring and reporting progress, in general.

Task 3: Conduct water chemistry, macroinvertebrates and flow monitoring

Description: Water quality monitoring is required to provide an overall assessment of the health of the watershed and identify areas of success and in need of greater attention. HRWC will work with the Partners to plan and execute monitoring and stormwater investigation for the field seasons (April to September). Macroinvertebrate collections will take place in January, April and October. Monitoring will rotate among sites each year to minimize cost and maintain continuity of data. HRWC will work with Partners to integrate monitoring with Illicit Discharge Elimination Programs (IDEP). Work will generally include: measuring stream discharge at long-term monitoring sites (currently 10) during dry and wet weather conditions; monitor key water quality indicators at long-term sites and additional stormwater investigative sites during dry and wet weather conditions; collect a survey of macroinvertebrate diversity twice per year, with an additional winter stonefly target collection; collect targeted chemistry samples through rain events; obtain and maintain equipment; train field crews; deliver water samples to a lab; obtain lab results and enter into database; analyze and synthesize data; communicate monitoring results in report form for a general audience; present results annually at a Partner meeting; incorporate results into progress reports and other promotional media; and disseminate monitoring reports to Partners and post on HRWC website.

Rationale: Monitoring of TMDL areas is required by the stormwater permits. It is necessary to help determine pollutant hot spots and assess progress. The monitoring results are the primary indicators of success.

Task 4: Update and revise Watershed Management Plans (WMPs)

Description: A master (Middle Huron) WMP provides an assessment of conditions and problem areas in the watershed and provides an action plan for improving conditions. That provides the basis for grant applications and other project development. It was last finalized and approved in 2011. The plan needs to be revised to update information and re-evaluate project priorities. HRWC currently is in the process of implementing a strategy to update the WMP in three sections. The first (middle) section is being updated with a grant from MDEQ, and a proposal was submitted for the second (upper) section. HRWC will work with all necessary stakeholders to revise the WMP to meet requirements, and will finalize and submit revised plans to MDEQ, as necessary. While it is anticipated that most of the revision work will be covered by grant funding, time is budgeted in the work plan to cover proposal development and the required 10% match funding.

Rationale: WMP revision is not required by stormwater permits, but is necessary to facilitate coordinated management and provides the basis for securing external project funding.

Task 5: **Develop priority implementation projects**

Description: Building on past successful grant projects, HRWC will work with Partners to secure funding for priority projects that are consistent with WMP and other Partners' priorities. Funds for this task may also be used to participate in relevant implementation projects per guidance from the Partners. This may include advising or participating, upon request, in projects initiated by individual member organizations.

Rationale: Successful proposals will leverage the budget and keep overall costs down. Projects will help to achieve Partner goals and address permit commitments.

Task 6: **Provide technical assistance to Partners on permit compliance and watershed management issues**

Description: HRWC will provide support and technical assistance to Partners throughout the five-year cycle. HRWC will consult with Partner members on an as-needed basis to provide advice, information and assistance with all aspects of the stormwater permit. Further, HRWC will provide support to Partners on other non-stormwater, watershed management issues that may arise. If audited, HRWC staff will meet with state auditors regarding permit-related watershed activities. Though not known at this time, it is anticipated that new applications will be required during this 5-year period. HRWC will facilitate discussion and development of watershed-wide permit application templates and other materials. HRWC will also represent Partners at statewide meetings or relevant watershed management discussions.

Rationale: The Partners submitted jointly developed plans and documents as part of their stormwater permit applications. Joint planning can be more efficient, reduce costs, and meet overall goals more effectively. HRWC is regularly asked to provide Partner permittee support.

Task 7: **Continue to implement the Public Education Plans (PEP)**

Description: HRWC will develop and execute tasks to meet the PEP requirements. Major tasks include regular development and distribution of an annual calendar, implementation of the Adopt-a-Stormdrain program, development of digital and print advertising, representation at and participation in regional public events, development of other educational watershed management content for local distribution and use, and redevelopment and implementation of an evaluation survey. Details on specific task items can be found in the PEP. A detailed budget is included (appended) for PEP subtasks.

Rationale: PEP implementation is required by the stormwater permit and Partners submitted a joint PEP to MDEQ. Joint watershed education is more consistent and effective at a lower overall cost.

Budget: A task budget (appended) was prepared for the complete 5-year work plan. A budget allocation (appended) was also prepared to allocate the budget across stakeholders based on jurisdictional area and population in the watershed.

Middle Huron Partners Work Plan Budget (2019-2023)

Task	Description	Item	Year 2019	2020	2021	2022	2023	Totals
Watershed Activities								
1	Meeting preparation and facilitation	Staff	$ 5,850	$ 6,084	$ 6,327	$ 6,580	$ 6,844	$ 31,685
		Direct						$ -
		Total	$ 5,850	$ 6,084	$ 6,327	$ 6,580	$ 6,844	$ 31,685
2	Progress reporting	Staff	$ 9,100	$ 1,352	$ 3,515	$ 1,462	$ 3,802	$ 19,232
		Direct						$ -
		Total	$ 9,100	$ 1,352	$ 3,515	$ 1,462	$ 3,802	$ 19,232
3	Water quality and flow monitoring	Staff	$ 66,300	$ 68,952	$ 71,710	$ 74,578	$ 77,562	$ 359,102
		Direct	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 7,500
		Lab costs	$ 21,600	$ 21,600	$ 21,600	$ 21,600	$ 21,600	$ 108,000
		Total	$ 89,400	$ 92,052	$ 94,810	$ 97,678	$ 100,662	$ 474,602
4	WMP Revisions	Staff	$ 3,900	$ 4,056	$ 4,218	$ 4,387	$ 760	$ 17,322
		Direct						$ -
		Total	$ 3,900	$ 4,056	$ 4,218	$ 4,387	$ 760	$ 17,322
5	Priority Implementation projects	Staff	$ 4,225	$ 4,394	$ 4,570	$ 4,753	$ 4,943	$ 22,884
		Direct						$ -
		Total	$ 4,225	$ 4,394	$ 4,570	$ 4,753	$ 4,943	$ 22,884
6	Technical Assistance	Staff	$ 2,080	$ 2,163	$ 2,250	$ 2,340	$ 8,364	$ 17,197
		Direct						$ -
		Total	$ 2,080	$ 2,163	$ 2,250	$ 2,340	$ 8,364	$ 17,197
7	Public Participation and Education	Staff	$ 41,080	$ 42,723	$ 44,432	$ 46,209	$ 48,058	$ 222,503
		Direct	$ 66,350	$ 54,039	$ 55,119	$ 56,222	$ 64,845	$ 296,575
		Total	$ 107,430	$ 96,762	$ 99,551	$ 102,431	$ 112,903	$ 519,078
	Subtotal		$ 221,985	$ 206,863	$ 215,241	$ 219,632	$ 238,278	$ 1,101,999
	Administration	@ 5%	$ 11,099	$ 10,343	$ 10,762	$ 10,982	$ 11,914	$ 55,100
	Total		**$ 233,084**	**$ 217,207**	**$ 226,004**	**$ 230,614**	**$ 250,192**	**$ 1,157,099**

(1) Budget is "not to exceed" total. Annual carryover will be used to adjust Partner assessments.

(2) Direct monitoring costs include cost of equipment purchase and maintenance

(3) Lab costs included in total. Previously donated by City of Ann Arbor.

(4) Budget based on production of an annual calendar

5-year average	**$ 231,419.89**
Previous annual average	$ 144,351
From outside sources	$ 35,539
Previous billed annually	$ 108,812

2019-2023 Budget and Allocation Criteria Explanation

A new work plan and budget for work to support the Middle Huron Partners was distributed prior to the meeting on June 7. No significant budget changes were suggested, so HRWC developed an allocation of the budget across all the Partners. The complete budget includes a five year period and totals $1,072,191 in effort and expenses. See the work plan and budget for details.

The budget allocation table allocates the total budget to each municipality or agency according to several important characteristics:

1. There are two types of Partner organizations: municipalities and agencies (including counties, schools and universities). For this budget, 65% is allocated to municipalities, and 35% is allocated to agencies. Municipal allocations were determined by the combined area and population percentages in the watershed. Agency allocations were based on general size and scope of the agency.

2. The Partnership effort addresses a wide variety of watershed issues. Most of the work done by the partners is generally beneficial to the watershed across the board. 55% of the budget is allocated across all partners, using the criteria in point 1.

3. Some efforts are particularly beneficial to stormwater improvement and compliance, so that part of the budget should be allocated differently. 35% of the budget was allocated to Partners covered by stormwater regulations. This was also allocated according to criteria in point 1.

4. There are also 4 point sources (waste water treatment plants) that are addressed by Partnership activities. 10% of the budget is allocated to Partners with point sources.

5. The final budget allocations are compiled by adding the general watershed, stormwater and point source allocations.

6. The final allocation is divided into annual assessments, which will eventually be used for invoicing, starting in 2019. A minimum assessment of $750 per year was set and adjustments were made to all other allocations.

HRWC will make every effort to gather support and participation from all community partners listed on the budget allocation, and a few others. However, if individual Partner organizations choose not to participate, those assessments will need to be reallocated, or, if new Partners are added, assessments would be reduced. Thus, the current allocation should be considered an estimate.

Middle Huron Partnership
Proposed Cost Allocation
HRWC 2019-23 Work Plan

Total Budget		**$ 1,157,099**			
Stormwater	**35%**	**$ 404,985**	**Municipal**	**65%**	
Point Sources	**10%**	**$ 115,710**	**Agencies**	**35%**	
General Watershed	**55%**	**$ 636,404**			

Municipal/Agency Name	Total Area (acres)	Total Population	% Area in Watershed	Population of community in watershed	Area of community in watershed (acres)	% Total Watershed Population	% Total Watershed Area	%Population and Land Area (1) (3)	% General	% Storm	% Point	General Assessment	Stormwater Assessment	Point Source Assessment	Total Raw Assessment	Total 5-year Adjusted Assessment	Annual Assessment
Ann Arbor	17,490	122,011	99.6	121,544	17,423	54.1	16.9	35.5	23%	32.9%	50%	$ 146,746	$ 133,200	$ 57,855	$ 337,801	$ 337,585	$ 67,516.99
Ann Arbor Twp	11,398	4,368	99.5	4,347	11,344	1.9	11.0	6.5	4%			$ 26,748	$ -	$ -	$ 26,748	$ 26,532	$ 5,306.32
Barton Hills		335	100.0	335		0.1	0.0	0.1	0%	0.1%		$ 308	$ 280	$ -	$ 588	$ 3,750	$ 750.00
Belleville	746	4,037	43.7	1,764	326	0.8	0.3	0.6	0%			$ 2,277	$ -	$ -	$ 2,277	$ 3,750	$ 750.00
Chelsea	1,487	5,056	100.0	5,056	1,487	2.2	1.4	1.8	1%		20%	$ 7,633	$ -	$ 23,142	$ 30,775	$ 30,558	$ 6,111.68
Dexter	931	4,290	100.0	4,290	931	1.9	0.9	1.4	1%	1.3%	20%	$ 5,813	$ 5,277	$ 23,142	$ 34,232	$ 34,015	$ 6,803.10
Dexter Twp	21,174	6,809	30.1	2,052	6,382	0.9	6.2	3.6	2%			$ 14,686	$ -	$ -	$ 14,686	$ 14,470	$ 2,893.94
Lodi Twp	22,070	6,012	22.6	1,360	4,992	0.6	4.8	2.7	2%			$ 11,262	$ -	$ -	$ 11,262	$ 11,045	$ 2,209.05
Northfield Twp	23,470	8,345	8.6	717	2,017	0.3	2.0	1.1	1%			$ 4,705	$ -	$ -	$ 4,705	$ 3,750	$ 750.00
Pittsfield Twp	17,870	39,730	15.7	6,219	2,797	2.8	2.7	2.7	2%	2.5%		$ 11,329	$ 10,284	$ -	$ 21,613	$ 21,396	$ 4,279.29
Scio Twp	21,187	17,918	99.9	17,907	21,174	8.0	20.5	14.2	9%		10%	$ 58,934	$ -	$ 11,571	$ 70,505	$ 70,289	$ 14,057.79
Superior Twp	22,734	13,324	54.8	7,296	12,449	3.2	12.1	7.7	5%			$ 31,677	$ -	$ -	$ 31,677	$ 31,460	$ 6,292.03
Van Buren Twp	23,084	29,595	32.7	9,687	7,556	4.3	7.3	5.8	4%			$ 24,064	$ -	$ -	$ 24,064	$ 23,847	$ 4,769.46
Webster Twp	22,941	6,384	16.1	1,026	3,687	0.5	3.6	2.0	1%			$ 8,338	$ -	$ -	$ 8,338	$ 8,121	$ 1,624.23
Ypsilanti	3,027	21,091	91.1	19,224	2,759	8.5	2.7	5.6	4%	5.2%		$ 23,216	$ 21,073	$ -	$ 44,290	$ 44,073	$ 8,814.67
Ypsilanti Twp	20,187	56,888	38.7	22,020	7,814	9.8	7.6	8.7	6%	8.1%		$ 35,926	$ 32,610	$ -	$ 68,536	$ 68,320	$ 13,663.92
Municipal Subtotal	**229,796**	**346,193**		**224,844**	**103,138**	**100**	**100**	**100**									
WCWRC								42.5	15%	21.2%		$ 94,665	$ 85,927	$ -	$ 180,592	$ 180,375	$ 36,075.05
WCRC								42.5	15%	21.2%		$ 94,665	$ 85,927	$ -	$ 180,592	$ 180,375	$ 36,075.05
Ann Arbor Schools					770		0.7	6.0	2%	3.0%		$ 13,364	$ 12,131	$ -	$ 25,495	$ 25,279	$ 5,055.76
University of Michigan					3,178		3.1	9.0	3%	4.5%		$ 20,136	$ 18,277	$ -	$ 38,413	$ 38,196	$ 7,639.28
Totals								**100.0**	**100%**	**100.0%**	**100%**	**$ 636,494**	**$ 404,985**	**$ 115,710**	**$ 1,157,188**	**$ 1,157,188**	**$ 231,438**

Data sources:
Population estimates were provided by SEMCOG in July 2017 and are based on the 2010 US Census
Areas are based on a GIS analysis of municipality and Middle Huron Watershed boundaries by the Huron River Watershed Council

Middle Huron Partnership
Proposed Budget Billing Schedule*
2019-2023

Municipal/Agency Name	2013-18 Annual Assessment	Mean Annual Assessment	2019	2020	2021	2022	2023
Ann Arbor	$ 33,743.83	$ 67,516.99	$ 50,637.74	$ 59,077.36	$ 67,516.99	$ 75,956.61	$ 84,396.23
Ann Arbor Twp	$ 763.00	$ 5,306.32	$ 3,979.74	$ 4,643.03	$ 5,306.32	$ 5,969.61	$ 6,632.90
Barton Hills	$ 303.50	$ 750.00	$ 562.50	$ 656.25	$ 750.00	$ 843.75	$ 937.50
Belleville	$ 250.00	$ 750.00	$ 562.50	$ 656.25	$ 750.00	$ 843.75	$ 937.50
Chelsea	$ 1,278.83	$ 6,111.68	$ 4,583.76	$ 5,347.72	$ 6,111.68	$ 6,875.64	$ 7,639.60
Dexter	$ 2,345.33	$ 6,803.10	$ 5,102.32	$ 5,952.71	$ 6,803.10	$ 7,653.49	$ 8,503.87
Dexter Twp	$ 402.50	$ 2,893.94	$ 2,170.46	$ 2,532.20	$ 2,893.94	$ 3,255.69	$ 3,617.43
Lodi Twp	$ 307.17	$ 2,209.05	$ 1,656.79	$ 1,932.92	$ 2,209.05	$ 2,485.19	$ 2,761.32
Northfield Twp	$ 250.00	$ 750.00	$ 562.50	$ 656.25	$ 750.00	$ 843.75	$ 937.50
Pittsfield Twp	$ 2,298.50	$ 4,279.29	$ 3,209.47	$ 3,744.38	$ 4,279.29	$ 4,814.20	$ 5,349.11
Scio Twp	$ 2,245.00	$ 14,057.79	$ 10,543.34	$ 12,300.56	$ 14,057.79	$ 15,815.01	$ 17,572.23
Superior Twp	$ 919.67	$ 6,292.03	$ 4,719.02	$ 5,505.53	$ 6,292.03	$ 7,078.53	$ 7,865.04
Van Buren Twp	$ 693.17	$ 4,769.46	$ 3,577.10	$ 4,173.28	$ 4,769.46	$ 5,365.65	$ 5,961.83
Webster Twp	$ 218.00	$ 1,624.23	$ 1,218.17	$ 1,421.20	$ 1,624.23	$ 1,827.26	$ 2,030.29
Ypsilanti	$ 4,751.33	$ 8,814.67	$ 6,611.00	$ 7,712.83	$ 8,814.67	$ 9,916.50	$ 11,018.33
Ypsilanti Twp	$ 7,556.67	$ 13,663.92	$ 10,247.94	$ 11,955.93	$ 13,663.92	$ 15,371.91	$ 17,079.90
WCWRC	$ 21,855.83	$ 36,075.05	$ 27,056.29	$ 31,565.67	$ 36,075.05	$ 40,584.44	$ 45,093.82
WCRC	$ 21,855.83	$ 36,075.05	$ 27,056.29	$ 31,565.67	$ 36,075.05	$ 40,584.44	$ 45,093.82
Ann Arbor Schools	$ 4,346.17	$ 5,055.76	$ 3,791.82	$ 4,423.79	$ 5,055.76	$ 5,687.73	$ 6,319.70
University of Michigan	$ 2,427.67	$ 7,639.28	$ 5,729.46	$ 6,684.37	$ 7,639.28	$ 8,594.19	$ 9,549.10
Totals	**$ 108,812.00**	**$ 231,437.62**	**$ 173,578.21**	**$ 202,507.92**	**$ 231,437.62**	**$ 260,367.32**	**$ 289,297.02**

* Actual assessments will be reduced by any previous year carryover

PROFESSIONAL SERVICE CONTRACT

Project: Middle Huron Partnership

Agreement is made this twenty-third of October, 2018 by the City of Ypsilanti, City Hall, One South Huron St., Ypsilanti, MI, 48197 (Partner), and the Huron River Watershed Council (Council), 1100 North Main, Suite 210, Ann Arbor, Michigan, 48104.

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

ARTICLE I – SCOPE OF SERVICES

The Council will provide services as described in the Statement of Work (Middle Huron Partnership Work Plan).

ARTICLE II – COMPENSATION

From January 1, 2019 through December 31, 2023, the Partner will pay the Council for watershed management services (Management Services) an amount not to exceed $44,073.00 over the five-year life of the contract, payable in five installments according to the schedule attached hereto (Billing Schedule). The initial installment shall be $6,611.00. Each installment shall be payable within 20 days from the date of the invoice of Management Services.

ARTICLE III – REPORTING OF CONSULTANT

Section 1 - The Council is to coordinate activities with the Partner and will cooperate and confer with individuals as necessary to ensure satisfactory work.

Section 2 – When applicable, the Council will submit annual reports and a final written report to the Partner.

ARTICLE IV – TERM

This contract begins on January 1, 2019 and ends on December 31, 2023.

ARTICLE V – PERSONNEL

The parties agree that the Council is neither an employee nor an agent of the Partner for any purposes.

ARTICLE VI – INSURANCE REQUIREMENTS

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

1. Worker's Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of $100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of $1,000,000 each occurrence for bodily injury and property damage.
3. Council will indemnify the Partner and its officers, employees and agents from all liability of any sort that may result from injury or death to any person or loss or damage to any property in the performance of any services funded in whole or in part under this Agreement.

ARTICLE VIII – COMPLIANCE WITH LAWS AND REGULATIONS

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

ARTICLE IX- EQUAL EMPLOYMENT OPPORTUNITY

The Council will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status,

veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of business).

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

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

ARTICLE X – ASSIGNS AND SUCCESSORS

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

ARTICLE XI – TERMINATION OF CONTRACT

Either party may terminate the contract by giving thirty (30) days written notice to the other party. In the event of termination of contract by either party, any Partner funds not disbursed at that time will be returned by the Council to the Partner.

ARTICLE XII – EQUAL ACCESS

The Council shall provide the services set forth in the Statement of Work without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIII – OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public.

ARTICLE XIV – PAYROLL TAXES

The Council is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the Partner against such liability.

ARTICLE XV – CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the Partner and the Council will be incorporated into this contract by written amendments signed by both parties.

City of Ypsilanti

By: _____
_____, (date)
Mayor

By: _____
_____, (date)
City Clerk

Huron River Watershed Council

By: [redacted] 0/23/2018
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ADDENDUM TO PROFESSIONAL SERVICES CONTRACT
WITH HURON RIVR WATERSHED COUNCIL

This Addendum shall be a part of a certain Agreement between the CITY OF YPSILANTI, a Michigan municipal Home-rule corporation of One South Huron Street, Ypsilanti, Michigan 48197 referred to as "CITY", and HURON RIVER WATERSHED COUNCIL of 1100 North Main, Suite 210, Ann Arbor, Michigan, 48104, referred to as "COUNCIL" for the furnishing of consulting and other services as described in the Five-year Work Plan and Budget, Work Plan Task (Statement of Work) to help CITY and other municipalities and agencies address stormwater pollution and to meet state and federal requirements to reduce pollution in the Huron River.

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

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

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

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

4. The parties agree that time is of the essence in the performance of this Contract by the COUNCIL.

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

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

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

8. Waiver of Liability. The COUNCIL hereby waives any claim against the CITY and agrees not to hold the CITY liable for any personal injury or damage incurred by it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious intentional conduct of any employee of the CITY acting within the scope of their employment. It further agrees to hold the CITY harmless from any such claim by its employees or associates.

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

10. The following Indemnification Agreement shall be, and is hereby, a provision of the Contract:

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

11. Insurance.

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

b. Each certificate or policy shall require that, thirty days prior to cancellation or material change in the policies, notice thereof shall be given to the CITY by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the COUNCIL and identify the contract number.

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

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

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

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

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

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

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

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

h. Automobile Liability insurance with minimum limits of liability, per occurrence, of $1 Million Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated in the "Special Conditions" of the Contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

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

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

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

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

l. If at any time any of the foregoing policies shall be or become unsatisfactory to the CITY to form or substance, or if a company insuring any such policy shall be or become unsatisfactory to the CITY, the COUNCIL shall upon notice to that effect from the CITY promptly obtain a new policy, submit the same to the City Manager for approval and submit a certificate thereof as herein provided. Upon failure of the COUNCIL to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the CITY may be forthwith declared suspended, discontinued or terminated. Failure of the COUNCIL to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the COUNCIL from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the COUNCIL concerning indemnification.

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

13. Contingent Fees. The COUNCIL warrants it has not employed or retained any company or person other than bonafide employees working solely for the COUNCIL, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, or person, other than a bonafide employee working solely for the COUNCIL, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Contract. For breach or violation of this

warranty, the CITY shall have the right to annul the Contract without liability or, at its discretion, to deduct from the fees due the COUNCIL, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

14. The COUNCIL further agrees to perform this Contract in accord with all federal, state and local laws, including the Ypsilanti City Code and Procurement Policy, including:

a. Local preference. In the purchase of supplies, materials, equipment, services or construction work the *purchasing* officer or city council shall give preference to a local bidder if the bids are substantially the same.

b. COUNCILs shall take affirmative action to ensure that applicants are employed and that employees are treated during employment in the manner which provides equal employment opportunity and tends to eliminate inequity based upon race, national origin, religion, sex, sexual orientation, age or marital status.

c. During the performance of a contract, the COUNCIL agrees as follows: The COUNCIL will not discriminate against any employee or applicant for employment because of race, national origin, religion, sex, sexual orientation, age or marital status. The COUNCIL shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, national origin, religion, sex, sexual orientation, age or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The COUNCIL agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause per Presidential Executive Order Number 11246, Sub/Part B(i).

D. The COUNCIL shall make good faith efforts to employ local persons so as to enhance the local economy.

15. The COUNCIL will not discriminate against, or give preferential treatment to, any person on the basis of race, sex, sexual orientation, color, national origin, religion, handicap status, heights, weight, marital status, or other criteria which is not relevant to the particular job.

16. The COUNCIL further agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability as set forth in the American's With Disability Act, Michigan PWDA, age, height, weight, or marital status (except insofar as it relates to a bonafide or occupational

qualification reasonably necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Agreement.

18. Living Wage.

a. (1) Living Wages shall be paid according to the Ypsilanti Living Wage Ordinance, as provided in Chapter 2, Article VI, Division 4 of the Code of Ordinances for the City of Ypsilanti (The Ordinance); and

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

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

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

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

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

19. Iran Economic Sanctions Act 517 of 2013. Pursuant to the Iran Economic Sanctions act, MCL 129.211, before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Provider, the Provider must first certify that it is not an "Iran Linked Business" as defined by that law."

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

21. In accordance with PA 517 of 2012, COUNCIL must certify that COUNCIL is not an Iran linked business, as set forth in the act. Signing this addendum is such certification.

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

IN WITNESS WHEREOF, the undersigned have set their hands this _____ day of _____, 2018.

HURON RIVER WATERSHED COUNCIL

By: _____

CITY OF YPSILANTI, a Michigan
Municipal Home-rule City

BY: _____
Beth Bashert, Mayor

BY:_____
Frances McMullan, City Clerk

APPROVED AS TO FORM:

_____
JOHN M. BARR P10475
Ypsilanti City Attorney

Summary of Changes to Middle Huron Partners Work Plan

September 4, 2018

Following is a summary of changes to the 5-year work plan from the last cycle and the total annual budget impact. All tasks include small staffing cost increases. A brief discussion of Partner options is included at the end of the document.

Task 1: Coordinate and facilitate Partner meetings and implement Public Participation Plan

Changes: Partners suggested more frequent meetings (bi-monthly, compared to quarterly), but with shorter, focused agendas. Public Participation activities were moved into this task from the Public Education task.

Budget Impact: Task budget increased $2,977 due to increased meetings.

Task 2: Prepare program reports for Partners

Changes: Initial development of reporting platform. Efficiencies with an online platform will reduce costs over the long term. DEQ reporting will be similar to the previous cycle.

Budget Impact: Task budget increased $1,344

Task 3: Conduct water chemistry, macroinvertebrates and flow monitoring

Changes: Macroinvertebrate sampling was added to present a more complete water quality analysis. Additional effort is added to the budget to continue to build out the storm sampling network. Lab costs were included this cycle, at the request of the City of Ann Arbor. They were previously donated. The City indicated that they may be able to phase in these costs over 5 years to ease the budget impact. It should be noted that the overall cost of running these monitoring programs is far below the cost of professionally contracted sampling and analysis. DEQ recognizes benthic monitoring as the first order of environmental screening and they employ it through Procedure 51 to determine stream impairments. It is very useful in justifying project proposals and is a critical piece of information to establish Watershed Management Plan recommendations. It is useful for evaluating progress, and would be critical for showing progress toward meeting bethic TMDLs, like in Swift and Malletts Creeks. It is NOT explicitly required for stormwater regulatory compliance, however. Without Partner funding both monitoring programs would not happen.

Budget Impact: Task budget increased $67,259. This increase is due to the following:

- Addition of macroinvertebrate sampling: $35,152
- Addition of lab costs: $21,600
- Increase in chemistry and flow monitoring costs: $10,507

Task 4: **Update and revise Watershed Management Plans (WMPs)**

Changes: Decrease in budget from the previous cycle due to HRWC securing partial grant funding and the likelihood of full grant funding, but required match funding is included.

Budget Impact: Task budget increased $875

Task 5: **Develop priority implementation projects**

Changes: Effort consistent with the previous cycle. Budget increase as a result of staff rate increase.

Budget Impact: Task budget increased $1,403

Task 6: **Provide technical assistance to Partners on permit compliance and watershed management issues**

Changes: Permit application support hours were reduced based on experience from the last cycle. General technical support time remains consistent with the previous cycle.

Budget Impact: Task budget increased $891

Task 7: **Implementation the Public Education Plans (PEP)**

Changes: Partners requested a strategy for annual calendars rather than biennial calendars. Other costs are consistent with PEP commitments but add effort and cost. HRWC is also working with municipalities outside of the Middle Huron to co-produce educational materials and reduce the cost to Partners.

Budget Impact: Task budget increased $43,675. The Budget impact of moving to an annual calendar from a biennial calendar is an increase of $15,834. The remainder of the increase is from added program costs and new commitments. PEP details can be viewed in a separate budget breakdown.

Other Changes

In the previous work plan, a task was included to update the Cooperative Agreement for the Middle Huron Initiative. The Partners' determined that the Agreement had served its purpose and was no longer necessary, so that task was eliminated.

Budget Impact: Task budget decreased $1,655

Administration charge at 5% of total budget, same as previous.

Budget impact: Task budget increased $5,838

Total Annual Budget impact: Increase of $122,608

Work Plan Options

The Partners have several options for how to proceed. Once a final work plan is approved at the Partners meeting, HRWC will distribute the work plan, budget and contracts to Partner signatories.

Option 1: Proceed with the work plan as presented along with its budget and allocation.

Option 2: Keep the work plan as it is and adjust Partner allocation procedures.

Option 3: Eliminate one or more items from the work plan to reduce the overall budget and subsequent Partner allocations. This could be complete tasks or parts of tasks. This option may have implications related to program function or stormwater permit compliance.

Resolution No. 2018 –300
November 27, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Ypsilanti City Council has passed Ordinance No. 1327 which amends Section 74-212 of the City Code to make the possession of marihuana paraphernalia under Section 74-212(a) a municipal civil infraction,

Whereas, the Ypsilanti City Council desires to establish civil fines for the infraction which will become effective 30 days after publication of the adopted ordinance.

NOW THEREFORE BE IT RESOLVED that the City of Ypsilanti hereby adds the following to its schedule of civil fines for Municipal Civil Infractions:

Section 74-212(a) Possession of marihuana paraphernalia
First Violation: $
First Repeat Violation: $
Second or Subsequent Repeat Violation: $

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Resolution No. 2018-301
November 27, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS there is great interest in a train stop in Ypsilanti; and

WHEREAS the City has received the train stop feasibility study; and

WHEREAS the City is at a decision point; and

WHEREAS our decision based on certain assumptions will impact our City development, neighborhoods and budget; and

WHEREAS there is need for transparency and community input.

NOW THEREFORE BE IT RESOLVED that the City Council establish a Town Hall meeting for December 12, 2018 at the Riverside Arts Center; and

FURTHER RESOLVED that staff arrange for the consultants and other relevant persons to give a presentation of the feasibility study and answer questions from Town Hall participants.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

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

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e-mail: jbarr@barrlawfirm.com

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

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

REQUEST FOR LEGISLATION

DATE: November 26, 2018

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Purchase of Washington Street Parking Lot from EMU

SUMMARY/BACKGROUND

Eastern Michigan University (EMU) owns a parking lot on the corner of Washington Street and Pearl Street, tax ID number 11-11-40-483-004 and 11-11-40-483-017 and has determined that the property is surplus and is willing to sell the property to the City of Ypsilanti for one dollar ($1).

EMU furnished a purchase agreement that is approved as to form and is attached to this RFL. EMU under the agreement will quit claim the property to the City for $1. The agreement requires the property to remain a parking lot for 10 years.

The property would be a useful addition to the City and I recommend approval of the purchase.

ATTACHMENTS: Proposed Purchase Agreement, Resolution of approval

RECOMMENDED ACTION: Approve the Purchase Agreement

DATE RECEIVED:_____ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

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

COUNCIL ACTION TAKEN:

Resolution No. 2018-303
November 27, 2018

RESOLUTION TO PURCHASE WASHINGTON STREET PARKING LOT FROM EASTERN MICHIGAN UNIVERSITY

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

WHEREAS, Eastern Michigan University owns a parking lot in the City of Ypsilanti on the corner of Washington Street and Pearl Street with common address of 114 N. Adams Street and 137 N. Washington Street, and

WHEREAS, EMU is willing to sell the parking lot to the City of Ypsilanti for the sum of $1, and the purchase is in the best interest of the City of Ypsilanti, and

WHEREAS, the City Attorney has reviewed the proposed purchase agreement, attached hereto and approve it as to legal form,

NOW THEREFORE, the purchase agreement is approved and the City of Ypsilanti agrees to the terms thereof and the said purchase and the payment to EMU of the $1 purchase price, and the closing of the purchase within 10 days, and the Mayor and City Clerk are authorized and directed to sign the purchase agreement, subject to the approval of the City Attorney, for and on behalf of the City of Ypsilanti and to close the transaction within 10 days of this date.

AND FURTHER, the Mayor is authorized to sign an affidavit that the City of Ypsilanti is not a "foreign person" as defined in section 1445 of the IRS code of 1986 as amended,

AND FURTHER, IT IS CERTIFIED that the City of Ypsilanti, the purchaser, has full power to enter into the purchase agreement and authority to perform its obligations under the agreement.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of November 27, 2018 (the "Effective Date"), by and between **EASTERN MICHIGAN UNIVERSITY,** a public body corporate organized and existing under the laws and Constitution of the State of Michigan, whose address is 101 Welch Hall, Ypsilanti, Michigan 48197, as seller ("Seller"), and **CITY OF YPSILANTI**, a Michigan municipal corporation, whose address is 1 South Huron Street, Ypsilanti, Michigan 48197, as purchaser ("Purchaser").

A. Seller is the owner of certain real property, interests, and improvements located in the City of Ypsilanti, County of Washtenaw, State of Michigan, commonly known as 137 N Washington Street and 114 N Adams Street and more particularly described in attached **Exhibit A** (the "Property"); and

B. Purchaser currently occupies and operates as a parking lot pursuant to arrangements with Seller; and

B. Seller is desirous of selling and Purchaser is desirous of purchasing said real property, interests, and improvements upon the terms and conditions stated in this Agreement; and

C. Transferring ownership of the Property will benefit both Purchaser, which wishes to own and operate the real property as a parking lot, and Seller, because it substantially underutilizes the real property and no longer wishes to undertake the property's maintenance and repair work.

NOW, THEREFORE, with consideration for the following mutual covenants, agreements and benefits, the receipt and adequacy of which are mutually acknowledged, Seller and Purchaser agree as follows:

1. PROPERTY. The Property includes: (a) any and all improvements, tenements, hereditaments, privileges, and appurtenances thereto belonging or in any way appertaining to the Property; (b) any and all of Seller's right, title and interest in any and all streets, roads or avenues, open or proposed, abutting, adjacent, contiguous, or adjoining the Property, to the center line thereof; and (c) the right to make all divisions retained by Seller regarding the Property.

2. SALE AND CONVEYANCE. On the terms and subject to the conditions set forth in this Agreement, Seller agrees to sell, quitclaim and convey to Purchaser by quitclaim deed, and Purchaser agrees to buy from Seller, the Property, for the Purchase Price as hereinafter defined, and on the terms provided herein.

3. PURCHASE PRICE. The purchase price for the Property shall be One and 00/100 Dollars ($1.00), plus the agreement of Purchaser to repair and maintain the Property as a public parking lot for a period of not less than ten (10) years from the date of Closing (as defined below) (together, the "Purchase Price"). Seller and Purchaser acknowledge and agree that the Purchase Price represents fair market consideration for the Property, given the condition of the Property and other relevant circumstances.

4. TITLE AND SURVEY.

4.1 Purchaser may, at Purchaser's sole cost and expense, order a commitment for an owner's policy of title insurance (the "Title Commitment") and/or procure a survey of the Property and all buildings, structures, and improvements thereon prepared by a registered land surveyor licensed in the State of Michigan (the "Survey"). Purchaser acknowledges that Seller has previously provided it with a copy of the Informational Title Report for the Property dated March 4, 2018 prepared by Amrock Inc. ("Title Company"). Notwithstanding the foregoing, Seller shall have no obligation to address any liens, encumbrances, mortgages, restrictions, encroachments or other exceptions to title shown on the Title Commitment and/or the Survey, and Purchaser is deemed to have accepted the condition of title as of the Effective Date, and as shown on the Title Commitment.

5. INSPECTION PERIOD.

5.1 Subject to the limitations set forth in this Section 5.1, Purchaser and Purchaser's agents, employees, contractors, and consultants shall have a period terminating at 5pm local time on the day that is thirty (30) days after the Effective Date, to conduct such inspections, investigations, appraisals, tests, and determinations (collectively, "Investigations") of the Property as Purchaser shall desire in order to determine, in Purchaser's sole opinion, that the condition of the Property is acceptable and that the Property is suitable for Purchaser's intended use (the "Inspection Period"). The cost of any and all such Investigations shall be paid for by the Purchaser. Notwithstanding anything contained in this Section 5.1 to the contrary, Purchaser may not conduct any invasive testing, including but not limited to soil borings, on or about the Property without the prior written consent of Seller. Prior to entering upon the Property for the purposes of any Investigations, Purchaser shall obtain, maintain and provide Seller, or shall cause any consultant, contractor or other person entering the Property to obtain, maintain and provide Seller, with proof of comprehensive general liability insurance in the amount of at least $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, naming Seller as an additional insured and with coverages reasonably satisfactory to Seller. Purchaser shall indemnify, defend and hold Seller, its officers, regents, directors, agents and employees, harmless for, from and against any and all claims, damages, costs, liabilities and losses (including from construction liens, property damage and personal injury, including death) arising out of or resulting from any entry onto the Property by Purchaser or its agents, consultants, contractors, designees or representatives in connection with its Investigations, whether such liability arises from activities before or after the Effective Date. This indemnity obligation of Purchaser shall survive any termination of this Agreement.

5.2 At any time during the Inspection Period, Purchaser may, in Purchaser's sole opinion, determine that the condition of the Property is not acceptable or that the Property is not suitable for Purchaser's intended use by providing Seller with written notice thereof. Thereupon, Purchaser may, in Purchaser's sole discretion, terminate this Agreement, in which event this Agreement shall thereafter be of no further force or effect. If Purchaser shall fail to provide such written notice to Seller prior to the expiration of the Inspection Period, Purchaser shall be deemed to have accepted the condition of the Property and Purchaser shall be obligated to proceed with Closing in accordance with the other terms and conditions of this Agreement.

6. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Purchaser as of the date of this Agreement that:

6.1 To Seller's actual knowledge, there are no actions, suits, claims or proceedings affecting the Property at law or in equity or before any federal, state, or local governmental department or agency.

6.2 Seller has duly and validly authorized and executed this Agreement and Seller has full power and authority to enter into and perform its obligations under this Agreement.

6.3 Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and Seller is not categorized as a "specially designated national" by the Office of Foreign Assets Control.

The foregoing representations and warranties shall be deemed extinguished as of the Closing. As used in this Section, Seller's actual knowledge shall mean the actual knowledge of items 6.1, 6.2 and 6.3 above.

7. WARRANTIES AND REPRESENTATIONS OF PURCHASER. Purchaser represents and warrants to Seller as of the date of Closing that Purchaser shall have duly and validly authorized and executed this Agreement or ratified its earlier execution via a resolution of the Ypsilanti City Council (the "Resolution") and that Purchaser has full power and authority to enter into and perform its obligations under this Agreement. If Purchaser has not approved the Resolution on or before December 31, 2018, Seller may, upon written notice to Purchaser, terminate this Agreement, whereupon this Agreement shall thereafter be of no further force or effect.

8. CLOSING. The consummation of the sale and purchase of the Property (the "Closing") shall take place within ten (10) days of the approval of the Resolution. The Closing shall be held at the offices of the Title Company or such other place as the parties may mutually select.

8.1 The Closing shall be consummated by the following:

(a) The execution and delivery by Seller to Purchaser of a quitclaim deed containing a covenant running with the Property that Purchaser shall be obligated to repair and maintain the Property as a public parking lot for a period of at least ten (10) years from the date of Closing.

(b) The execution and delivery by Seller to Purchaser of an affidavit certifying that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, which shall include Seller's federal employer identification number.

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

(d) The execution and delivery by Seller to Purchaser of a bill of sale.

9. PRORATIONS AND ADJUSTMENTS.

9.1 No prorations or adjustments are applicable. The Property is and will be tax exempt after the Closing, and Purchaser is currently in possession of the Property and responsible for any and all assessments, water, sewer and other charges chargeable to the Property prior to Closing.

10. CONDEMNATION OF PROPERTY BEFORE CLOSING. If, at any time before Closing, any authority having the right of eminent domain shall commence any legal action for the permanent taking or acquisition of all or any material part of the Property, Seller shall immediately give written notice thereof to Purchaser.

11. DAMAGE OR DESTRUCTION OF PROPERTY BEFORE CLOSING. If, at any time before Closing, all or any material part of the Property is damaged or destroyed by any casualty or loss costing more than One Hundred Thousand and 00/100 ($100,000.00) Dollars to repair, Purchaser shall immediately notify Seller in writing of such damage, and either Seller or Purchaser shall have the right, upon providing written notice thereof to the other, to terminate this Agreement.

12. INDEMNITY. Purchaser shall indemnify, defend, and hold Seller and its regents, officers, directors, members, managers, employees, agents and assigns harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, and damages (including reasonable attorney fees) arising out of, resulting, or relating in any manner from Purchaser's ownership and occupancy of the Property after Closing or Purchaser's default under this Agreement.

13. DEFAULT.

13.1 If Purchaser defaults under this Agreement, provided Seller is also not in default, then Seller's sole and exclusive remedy, after notice to Purchaser and reasonable opportunity to cure, shall be to terminate this Agreement by giving written notice thereof to Purchaser, or seek the specific performance of this Agreement by Purchaser in a court of equity and neither party shall have any further liability or obligation to the other, except for Purchaser’s indemnity obligations under Sections 5.1, 12, and 15 herein.

13.2 If Seller defaults under this Agreement, provided Purchaser is also not in default, then Purchaser's sole and exclusive remedy shall be to either terminate this Agreement by written notice to Seller, or seek specific performance of this Agreement by Seller in a court of equity. In no event shall Seller have any liability for damages, consequential or otherwise.

14. AS-IS, WHERE-IS Transaction; Seller Release. PURCHASER ACKNOWLEDGES AND AGREES THAT WILL HAVE AN OPPORTUNITY TO INSPECT THE PROPERTY AND THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION COMPLIANCE

WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS OR ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. ADDITIONALLY, PURCHASER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND AGREES TO ACCEPT THE PROPERTY AT THE CLOSING AND WAIVE AND RELEASE ALL OBJECTIONS, SUITS, CAUSES OF ACTION, DAMAGES, LIABILITIES, LOSSES, DEMANDS, PROCEEDINGS, EXPENSES AND CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS SUBSTANCES ON THE PROPERTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. THE PROVISIONS OF THIS SUBSECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF.

15. BROKERS. Seller represents and covenants to Purchaser that Seller has not utilized and will not during the term of this Agreement utilize the services of any broker or finder in connection with the sale or purchase of the Property. Purchaser represents and covenants to Seller that Purchaser has not utilized and will not during the term of this Agreement utilize the services of any broker or finder in connection with the purchase or purchase of the Property. To the extent allowable under Michigan law, Seller and Purchaser shall each indemnify, defend and hold harmless the other and their regents, officers, directors, members, managers, employees and agents harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, and damages (including reasonable attorney fees) for any and all such commissions or fees related to its breach of the foregoing representation.

16. GENERAL PROVISIONS.

16.1 Integration and Merger. This Agreement, together with the attached schedules and exhibits, constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any prior discussions, negotiations, agreements and understandings.

16.2 Choice of Law. This Agreement shall be governed and controlled in all respects by the laws of the State of Michigan, including as to interpretation, enforceability, validity, and construction without giving effect to any choice or conflict of law provision or rule (whether of the state of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Michigan.

16.3 Choice of Forum. The parties submit to the exclusive jurisdiction in Michigan for all disputes under this Agreement. Additionally, the parties stipulate that the venue of the Circuit Court for the County of Washtenaw, State of Michigan, or if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan is convenient with respect to any action arising, directly or indirectly, out of this Agreement. Notwithstanding anything contained in this Section 16.3 to the contrary, the

Michigan Court of Claims shall have exclusive jurisdiction with respect to any claim(s) against Seller arising, directly or indirectly, out of this Agreement.

16.4 Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient if delivered personally, mailed by certified or registered mail, return receipt requested, or sent via email if receipt is acknowledged, to the addresses set forth below. Notice shall be deemed to have been given when personally delivered, two business days after having been mailed by certified or registered mail, return receipt requested, or one business day after the date emailed.

If to Seller:
Eastern Michigan University
Attn: Mr. Michael Valdes
101 Welch Hall
Ypsilanti, Michigan 48197
Email: mvaldes@emich.edu

With a copy to:
Eastern Michigan University
Attn: Lauren M. London, General Counsel
11 Welch Hall
Ypsilanti, Michigan 48197
Email: llondon2@emich.edu

With a copy to Seller's Counsel:
Cameron H. Piggott, Esq.
Dykema Gossett PLLC
400 Renaissance Center
Detroit, Michigan 48243
Email: cpiggott@dykema.com

If to a Purchaser:
City of Ypsilanti
Attn: Darwin McClary, City Manager
1 South Huron Street
Ypsilanti, MI 48197
Email: dmcclary@cityofypsilanti.com

With a copy to Purchaser's Counsel:
John M. Barr - P10475
105 Pearl Street
Ypsilanti, MI 48197
Email: jbarr@barrlawfirm.com

16.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If any provision is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16.6 Amendment. The terms of this Agreement may not be varied or modified in any manner, except in a subsequent writing executed by both parties.

16.7 Assignment. Neither Purchaser nor Seller shall have the right to assign any of their rights, duties or obligations under this Agreement without the consent of the other party.

16.8 Counterparts. This Agreement may be executed in one or more counterparts (including electronically or by facsimile), each of which shall be deemed an original, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

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

16.10 Construction of Document. Purchaser and Seller acknowledge that this document shall not be construed in favor of or against the drafter.

16.11 Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any third party other than the parties to this Agreement and their respective successors and permitted assigns.

16.12 Time. Time is of the essence in this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SELLER:

Eastern Michigan University

By: _____
Name:_____
Its: _____

PURCHASER:

City of Ypsilanti

By: _____
Frances McMullan, City Clerk

By: _____
Beth Bashert, Mayor

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Certain real estate located in the City of Ypsilanti, County of Washtenaw, State of Michigan, described as follows*:

(1) Lots 97, 94, and the North ten feet of Lot 93, of Howard's Original Plat of the Village (now City) of Ypsilanti, Washtenaw County, Michigan; more commonly known as Assessor's ID # 11-11-40-483-017

(2) Lot 96 of Howard's Original Plat of the Village (now City) of Ypsilanti, Washtenaw County, Michigan; more commonly known as Assessor's ID # 11-11-40-483-004

Commonly known as: 137 N Washington Street and 114 N Adams Street, Ypsilanti, Michigan

Property ID Nos.: 11-11-40-483-017 and 11-11-40-483-004

*****Subject to verification after receipt of the title commitment and survey.

CITY OF YPSILANTI, MICHIGAN

AFFIDAVIT THAT CITY OF YPSILANT IS NOT A FOREIGN PERSON AND

THAT THE CITY OF YPSILANTI HAS FULL POWER AND AUTHORITY TO ENTER INTO A PURCHASE AGREEMENT

STATE OF MICHIGAN

COUNTY OF WASHTENAW

Beth Bashert, being duly sworn, deposes and says as follows:

1. I am the Mayor of the City of Ypsilanti, Michigan
2. This affidavit is signed under the authority of a resolution of Ypsilanti City Council and my authority as Mayor of the City of Ypsilanti.
3. The City of Ypsilanti is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986 as amended.
4. The City of Ypsilanti has full power and authority to enter into and perform the obligations under the agreement of the City of Ypsilanti to purchase the Washington Street Parking lot owned by Eastern Michigan University, with common address of 137 N. Washington Street and 114 N. Adams Street, Ypsilanti, Michigan with tax codes of 11-11-40-483-017 and 11-1140-483-004.

Dated: November 27, 2018

_____

Beth Bashert, Mayor City of Ypsilanti

Subscribed and sworn before me this 27th day of November, 2018 in the City of Ypsilanti, Washtenaw County, Michigan, by Beth Bashert, who stated that she is the Mayor of the City of Ypsilanti and this affidavit is signed with full power and authority of her office as Mayor and the resolution of Ypsilanti City Council.

_____

Notary Public, Washtenaw County, Michigan

Acting in Washtenaw County, Michigan

My commission expires: _____

Frances McMullan

From: noreply@civicplus.com
Sent: Tuesday, November 20, 2018 7:00 PM
To: Frances McMullan; Andrew Hellenga
Subject: Online Form Submittal: Citizen Advisory Boards and Commissions Participation Resume

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	Evan Sweet
Email Address	[redacted]
Address	[redacted]
City	Ypsilanti
State	MI
Zip Code	48198
Phone Number	[redacted]
Fax Number	*Field not completed.*
Number of Years in the Community	3
Ward You Live In	3
Education	Bachelors of Science in Public Administration and Recreation & Park Management from Eastern Michigan University
Occupation	Parks & Recreation Professional
Employer	Canton Township
Are you applying for youth membership?	No
I would like to be considered and could	Parks and Recreation Commission

devote sufficient time to serve on the following board or commission:	
Party Affiliation	*Field not completed.*
	Field not completed.
Why are you interested in serving on these boards/commissions?	I am very interested in supporting our park system and recreation programming offered to city residents. I also enjoy helping forge partnerships among recreation providers to offer great services to city residents.
Work/volunteer experience related to the board or commission:	Current Work Experience: - Canton Township Leisure Services Department - Facility Specialist. Assisting with operations of a 95,000 sq foot recreation facility, including programming, staff, and general operations. Previous Work Experience: - City of Ann Arbor Parks & Recreation - GIVE 365 Volunteer Program - Assistant Volunteer & Outreach Coordinator - Oakland County Parks & Recreation - Mobile Recreation Division - Ann Arbor Public Schools - Community Education & Recreation Division Volunteer Experience - City of Ypsilanti Parks & Recreation Commission Chair - Ypsilanti Senior Center - Board of Directors. - Ypsilanti Proud Day - Planning Committee
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.

Resolution No. 2018-302
November 27, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or three (3) members of Council.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE: