



**CITY OF YPSILANTI
CITY COUNCIL MEETING
JULY 26, 2022 @ 6:30 PM
COUNCIL CHAMBERS - CITY HALL
One South Huron, Ypsilanti, MI 48197
[VIRTUAL ACCESS](#)**

Page

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

- A. 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.

IV. AGENDA APPROVAL

V. CLOSED SESSION - 6:30 PM TO 7:00 PM

- A. To discuss pending litigation MCL 15.268(e) - City of Ypsilanti v Anderson.

VI. PUBLIC COMMENT (3 MINUTES)

VII. PRESENTATIONS

- A. MACP/MLEAC Presentation of the City of Ypsilanti Accreditation Credentials.

4 - 15

- B. UMS Freighthouse PILOT Programing Presentation
[Presentation](#)

VIII. ORDINANCES FIRST READING

16 - 43

- A. Ordinance 1397, an ordinance to amend Chapter 10, an ordinance entitled "**An Ordinance to amend Chapter 10 – Amusements and Entertainments, Article VI – Events, Division 2 - Permits of the City Code of Ordinances**"
1. Resolution No. 2022-167, determination
 2. Public Hearing
 3. Resolution No. 2022-168, closing the public hearing
- [Supporting Documents - Pdf](#)

IX. CONSENT AGENDA

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- A. Resolution No. 2022-169, approving the Consent Agenda.
[2022-169 - Pdf](#)

- 45 - 54** B. Resolution No. 2022-170, approving the minutes of the July 12, 2022 City Council Meeting.
[2022-170 - Pdf](#)
- 55 - 66** C. Resolution No. 2022-171, approving the use of pyrotechnics on EMUs campus during the live concert event.
[2022-171 - Pdf](#)
- 67 - 70** D. Resolution No. 2022-172, approving the declaration to Turn the Town Teal for cervical cancer awareness.
[2022-172 - Pdf](#)

X. RESOLUTIONS/MOTIONS/DISCUSSIONS

- 71 - 73** A. Resolution No. 2022-139, approving the appointment of Valory Brown to the Downtown Development Authority. **(Postponed June 7th)**
[2022-139 - Pdf](#)
- 74 - 83** B. Resolution No. 2022-173, approving a temporary Art Installation at Prospect Park between August 6, 2022 and October 8, 2022.
[2022-173 - Pdf](#)
- 84 - 87** C. Resolution No. 2022-174, approving an amendment to the Memorandum of Understanding with UMS.
[2022-174 - Pdf](#)
- 88 - 107** D. Resolution No. 2022-175, approving the application for a grant for the purchase of 96 gallon recycling carts.
[2022-175 - Pdf](#)

XI. BOARD AND COMMISSION - NOMINATIONS

- 108 - 109** A. **Parks and Recreation Commission**
Julia Collins - Reappointment (Exp. 7/1/2025)
206 Oak Street
Ypsilanti, MI 48197
[Application](#)
- 110 - 111** B. **Bicentennial Committee**
Arieona Klaus
208 Ballard St. #1
Ypsilanti, MI 48197
[Application](#)

XII. BOARD AND COMMISSION - LIAISON REPORTS

1. Police Advisory Commission.
2. Human Relations Commission.

3. Arts Commission.
4. Parks and Recreation Commission.
5. Sustainability Commission.
6. Historic District Commission.
7. Planning Commission.
8. Zoning Board of Appeals

XIII. LIAISON REPORTS

1. SEMCOG Update
2. Washtenaw Area Transportation Study
3. Urban County
4. Ypsilanti Downtown Development Authority
5. Friends of Rutherford Pool

XIV. COUNCIL PROPOSED BUSINESS

XV. COMMUNICATIONS FROM THE MAYOR

XVI. COMMUNICATIONS FROM THE CITY MANAGER

XVII. COMMUNICATIONS

- A. Potential Dates for Council Meeting on EMU Campus
 - September 13th
 - September 27th
 - October 4th
 - October 18th

XVIII. PUBLIC COMMENT (3 MINUTES)

XIX. REMARKS FROM THE MAYOR

XX. ADJOURNMENT

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- A. Resolution No. 2022-176, adjourning the City Council Meeting.
[2022-176 - Pdf](#)
- B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.

YPSILANTI FREIGHTHOUSE + UMS “RESIDENT ARTS PARTNER”

July 27, 2022



Ypsi
FREIGHTHOUSE

WITH RESIDENT ARTS PARTNER  **Cums**

Topics to Cover

1. About UMS
2. How We Approach This Partnership
3. Next Steps & Questions

UMS MISSION

To inspire individuals and enrich communities by connecting audiences and artists in uncommon and engaging experiences

Yo-Yo Ma's 2019 two-day visit and "Day of Action" concluded with a celebration of Flint in a community cultural showcase.

First 'Arts Presenter' based at a major university in US

Affiliated with U-M, but an independent non-profit org

We engage Ann Arbor and the University of Michigan, and communities of Ypsilanti, Dearborn, Flint, and Detroit

Expansive range of arts in music, theatre, and dance

2014 Recipient of the National Medal of Arts



Highlights from UMS 2021-22 Season

HOW WE APPROACH THIS PARTNERSHIP



Ypsilanti Freighthouse, Ypsilanti

Ypsilanti Freighthouse + UMS Partnership: Why?

- Helps animate a historic venue with enormous upside potential in the region
- Contributes to vibrancy of community by developing a wide range of programming - driven by community and learning
- Builds stronger connections and engagement across the Ypsi community as a collaborative partner
- Utilizes UMS brand to highlight local & regional artists as well as visiting companies
- UMS becomes known part of the fabric of Ypsilanti through bi-annual residencies
- Gives UMS an opportunity to explore new ways of working

UMS as Resident Arts Partner at Ypsi Freighthouse

- Seasonal, “Resident Arts Partner” for 8 weeks/year
- Initial residency to encompass 10 days in early Spring 2023; then 4 weeks for each residency, beginning Fall 2023
- UMS and City of Ypsilanti MOU on rental terms and residency periods; UMS drives all operations and activities during rental periods
- Partner in seeking funds for capital improvements in venue
- Prioritizes access for Ypsilanti residents
- Programming priorities identified through relationships with local organizations, public meetings, and input from an advisory group
- Range of activities anticipated to include smaller-scale performances, participatory arts experiences, family programming, community wellness initiatives, local artist nights, and more

**John E.
Lawrence
Summer Jazz
Concert Series**



ums
DE PRESENT



NEXT STEPS & QUESTIONS



**Together UMS and the
Ypsilanti community can further energize
YPSI FREIGHTHOUSE as an artistic, educational,
and cultural DESTINATION
for Ypsilanti, the region, and beyond!**





REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Christopher Jacobs
DATE: July 26, 2022
SUBJECT: Special Events Policy Update

DESCRIPTION:

Special Events Policy Update

SUMMARY:

The Freighthouse adopted a community events policy in August 2021. Since the policy was adopted, we have hosted blood drives, COVID-19 vaccination pop ups, a free thanksgiving community meal, the depot town tree lighting ceremony, the Frog Island Jazz Series, Ypsi Glow, a ten-week disc golf putting league, First Fridays, a resident organized holiday market, a city staff holiday party, and the daytime warming center between November and March. This policy has simplified the process for residents and organizers to hold public meetings and community events at the Freighthouse, especially compared to the hardship fee waiver policy we use in the parks system where each decision must be taken to City Council.

As we consider the best use of our limited financial resources in lieu of a parks and recreation department that can internally develop community programming, the free use of our parks system and city facilities becomes one of the most effective tools we have at our disposal to encourage such programming with external partners.

The City Manager has established the following criteria to waive fees at the Freighthouse so to encourage community event programming:

1. The event is completely open and free to members of the public, an entry fee may not be charged under any circumstances.
2. If vendors can sell goods, the cost to participate may not be prohibitive. Priority must be given first to City of Ypsilanti residents and businesses. All opportunities to serve as a vendor must be advertised sufficiently in promotional materials and on the City website. The maximum rate at which vendors may be charged is \$10 per hour and a financial

report must be provided to the City proving what funds were raised and for what purpose specifically from vendor fees collected.

3. A public event shall not engage in hateful or derogatory speech including symbols of racism, homophobia, or violence. Weapons shall not be sold by vendors or any merchandise or goods which depicts these symbols of hate.

4. Religious Services are not eligible community events under this policy.

Recently, City Council has directed staff to develop more community programming in the parks system and promote the events happening around the city with our community partners. This directive requires staff to consider how this important community event policy could be applied in our parks system to better meet this directive. If this policy is adopted and one of our community partners or a member of the public wishes for the City to promote their public event and it complies with our policy, the City Manager may choose to waive fees in the park system or City Facility, and we will share the event on social media and send out a newsflash on the City website.

If one or more of the criteria is not met per the policy, the event will still be listed in a central calendar on the Parks and Recreation Division page of the city website but the parks system or city facility will not be made free of charge. Moving forward, City Staff will seek to proactively develop additional community programming with our community partners and identify gaps in the calendar and types of events offered to ensure members of the community are informed and provided the opportunity to participate as attendees or organizers.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-167
July 26, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, City Council wishes to encourage community event programming in our parks system and city facilities; and

WHEREAS, the City does not have a Parks and Recreation Department dedicated to developing such community event programming internally; and

WHEREAS, a community events policy has been successful in utilizing the Freighthouse for free community event programming developed by external partners; and

WHEREAS, the hardship fee waiver process has not been effective for reviewing these requests over the last several years; and

NOW THEREFORE BE IT RESOLVED THAT City Council amends Chapter 10 – Amusements and Entertainments, Article VI – Events, Division 2 – Permits of the City Code of Ordinances on First Reading.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 26 day of July 2022

#Resolution No. 2022-167

City of Ypsilanti
Notice of Adopted Ordinance
Ordinance No. 1397

DIVISION 2. PERMITS

Sec. 10-266. Municipal civil infraction.

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

(Ord. No. 1077, § 1, 2-5-2008)

Sec. 10-267. Permits required.

No person shall organize, advertise or publicize any event to be held in a park, city-owned property or open area for which more than 50 people will be expected to attend without first receiving an events permit from the city manager or his designee.

(Code 1983, § 3.6; Ord. No. 1077, § 1, 2-5-2008)

Sec. 10-268. Events applications, fees and other requirements.

An event applicant shall apply for an events permit as follows:

- (1) The person or organization requesting such a permit shall supply the city with all of the information requested in the application by the deadlines set forth in the application.
- (2) The events permit application fee shall be as set by resolution of the city council per class of event and is nonrefundable.
- (3) *Fees for service.* Permit holders shall pay the city for the full costs of public services utilized for events. Costs shall be set by resolution of city council and shall include (but are not limited to): police, public works, mowing, clean up, etc.
- (4) Insurance is required and proof of insurance shall be supplied to the city as set forth in the application in advance of the event.
- (5) The events permit shall not be issued until all the information has been submitted to the city manager (or his or her designee), the appropriate fees paid to the city, and the application has been approved by the city manager (or his or her designee).
- (6) All fees, information, insurance certificates, and other information required shall be tendered to the city not less than two weeks (or more as outlined in the application) before the event date. Upon default the events permit will be considered withdrawn.

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- (7) Copies of any additional permits.
 - (8) A deposit shall be required as set by resolution of the city council per event class. Said deposit is for the purpose of defraying any costs to the city, including, but not limited to clean up costs.

(Code 1983, §§ 3.41 App. B, 7.13(2), (3); Ord. No. 898, 7-20-1999; Ord. No. 1077, § 1, 2-5-2008)

Sec. 10-269. Issuance; denial.

When an events permit is required by this article, it may be issued by the city manager or designee if adequate sanitary and safety precautions will be taken, that the activity will not unreasonably interfere with the use of the parks, city owned property, or open area, and of neighborhood property by others, and that there is adequate security against damages to the city or others.

An events permit shall be denied to any applicant in default to the city from a prior events application and permit.

(Code 1983, § 3.7; Ord. No. 898, 7-20-1999; Ord. No. 1077, § 1, 2-5-2008)

Sec. 10-270. Waiver.

- (a) The city council may, on good cause shown, or for individual case of hardship, waive any of the fees for an events permit.
- (b) Any such request for waiver must be in writing and be submitted to the city manager who shall include the item on the next regularly scheduled agenda of the city council occurring not sooner than one week from the date the request is submitted, together with the recommendation of the city manager concerning the request for waiver.
- (c) The City may, in its discretion, waive the park rental fee to encourage community events that advance interests of equity, public recreation, arts, and entertainment. The City Manager may exercise this discretion to support Community Events free of charge using the facility and has directed staff to apply the following criteria to determine if a community event is eligible for fee waiver.

1. The event is completely open and free to members of the public, an entry fee may not be charged under any circumstances.

2. If vendors can sell goods, the cost to participate may not be prohibitive. Priority must be given first to City of Ypsilanti residents and businesses. All opportunities to serve as a vendor must be advertised sufficiently in promotional materials and on the City website. The maximum rate at which vendors may be charged is \$10 per hour and a financial report must be provided to the City proving what funds were raised and for what purpose specifically from vendor fees collected.

3. A public event shall not engage in hateful or derogatory speech including symbols of racism, homophobia, or violence. Weapons shall not be sold by vendors or any merchandise or goods which depicts these symbols of hate.

4. Religious Services are not eligible community events under this policy.

(Code 1983, § 3.44; Ord. No. 1077, § 1, 2-5-2008)

Sec. 10-271. Vendor permit.

- (a) No peddler, solicitor or transient merchant shall engage in peddling, soliciting or selling during events in the locations designated or within a three-block radius in the enabling determination without a vendor permit issued by the respective event permit holder. An event permit holder may charge a reasonable fee for the issuance of permits. The fee must be approved by the city manager in advance. The fee charged by the city to the event permit holder for vendor permits shall be as set by resolution of the city council.
- (b) If events are managed by the city, no peddler, solicitor or transient merchant shall engage in peddling, soliciting or selling at any time or location for which the city council has determined that the permits are invalid, without a special permit issued by the city clerk at the rate determined by council in its resolution.

(Code 1983, §§ 7.8(3), 7.13(4)—(6); Ord. No. 898, 7-20-1999; Ord. No. 1077, § 1, 2-5-2008)

Sec. 10-272. Exceptions from special event fees.

Special event application fees, as specified in section 10-268, do not apply to the Ypsilanti Memorial Day Procession, or to the Ypsilanti Fourth of July Parade, when such event is sponsored by a regularly chartered and organized veteran's organization. Other provisions of this article shall apply to both events.

(Ord. No. 920, 8-29-2000; Ord. No. 1077, § 1, 2-5-2008)

Sec. 10-273. Film permits.

Except as provided herein, an approved film permit shall be required for the filming of any motion picture, television production, commercial production, educational production or other video production within the city. The city manager's office shall provide guidelines and regulations for filming and make applications available at the city clerk's office in city hall. The city manager may make administrative changes to the guidelines and regulations, including the fee schedule, as circumstances and costs change. The special events coordinator shall evaluate applications and issue permits pursuant to the guidelines and regulations.

Filming without a permit shall be considered a misdemeanor and the film's producer and/or director may be subject to penalties pursuant to section 74-320 of this Code.

A film permit is not required for the following production activities:

- (1) Filming current news;
- (2) Filming for private or family use;
- (3) Filming for use in a school project;
- (4) Filming conducted by the city's public, education and government access organizations, or by or at the direction of the city;

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- (5) Filming for the transmission of live entertainment to large-screen monitors within a live entertainment venue;
 - (6) Filming within a legally established commercial motion picture, television, radio or photography studio, so long as city resources are not required for such filming; or
 - (7) Video or multimedia broadcast on the internet so long as city resources are not required for such filming.

(Ord. No. 1105, 10-6-2009; Ord. No. 1343 , 9-24-2019)

Editor's note(s)—With the repeal of Div. 4, Heritage Festival, by Ord. No. 1343 , adopted Sept. 24, 2019, section 10-312, pertaining to film permits, has been moved, at the discretion of the editor, to this Div. 2 and renumbered as § 10-273. The historical notation has been retained for reference purposes.

Secs. 10-274—10-285. Reserved.



Resolution No. 2022-168
July 26, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing for an ordinance to amend Chapter 10 – Amusements and Entertainments, Article VI – Events, Division 2 – Permits of the City Code of Ordinances be officially closed.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 26 day of July 2022

#Resolution No. 2022-168



City of Ypsilanti

Special Events Policy

Applicant,

Thank you for your interest in selecting the City of Ypsilanti to organize your Special Event! Please read this Special Events Policy carefully, as it will help you determine the classification, permit and fee requirements for your event.

By submitting a Special Event Application, you and/or your organization agree to the following:

- The terms outlined in the Special Events Policy
- To comply with all other ordinances, laws and City requirements that may apply to Special Events
- That a fee will be billed for ALL Special Events

Thank you!

Section 1 – Overview

This policy statement on Special Events covers all Special Events, including the commercial filming of locations and events in the City of Ypsilanti ("City"). Any individual or organization wishing to sponsor or hold a Special Event in the City will be required to complete [City of Ypsilanti Special Events Application](#). Any Special Event within the City that will be conducted on the streets, parks or other public areas is required to be approved by City Administration.

1.1. Organizing Special Events

The City of Ypsilanti Special Events season is May 1 through October 31. If you are planning an event that falls outside these dates, please contact the Special Events Coordinator prior to filling out any application materials. Limited exceptions may be made on a case by case basis.

Note: City Code Section 10-288(c) prohibits the following within the event area: dogs (except service dogs), horses, farm animals, uncaged domestic animals, snakes, exotic animals, bicycles, skateboards, roller skates, rollerblades, and glass containers.

1.2 Special Events Coordinator

The Special Events Coordinator is the primary contact for all planning and organizing of Special Events in the City of Ypsilanti. The Special Events Coordinator will facilitate inter-departmental communications, permits, planning meetings and all other necessary activities to execute your event.

Special Events Coordinator: Wendy Estey
(734) 482-9825
westey@cityofypsilanti.com

1.3 City Services Related to Special Events – The City will provide support to Special Events on the following basis:

a. City Organized Events: The City may operate its own Special Events and may contract with one or more organizations to perform Special Event services.

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

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

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

c. Community Events Policy: The City may, in its discretion, waive the park rental fee to encourage community events that advance interests of equity, public recreation, arts, and entertainment. The City Manager may exercise this discretion to support Community Events free of charge using the facility and has directed staff to apply the following criteria to determine if a community event is eligible for fee waiver.

1. The event is completely open and free to members of the public, an entry fee may not be charged under any circumstances.

2. If vendors can sell goods, the cost to participate may not be prohibitive. Priority must be given first to City of Ypsilanti residents and businesses. All opportunities to serve as a vendor must be advertised sufficiently in promotional materials and on the City website. The maximum rate at which vendors may be charged is \$10 per hour and a financial report must be provided to the City proving what funds were raised and for what purpose specifically from vendor fees collected.

3. A public event shall not engage in hateful or derogatory speech including symbols of racism, homophobia, or violence. Weapons shall not be sold by vendors or any merchandise or goods which depicts these symbols of hate.

4. Religious Services are not eligible community events under this policy.

d. For-Profit Events: The City will allow Special Events operated by for-profit sponsors so long as they are beneficial to the City and the public. For-Profit events must pay 100% of all City costs related to the event and a 15% administrative fee. These events must meet all other requirements of the Special Event Policy, and must reimburse the City for any City costs in addition to the payment of the established rent.

• **Films:** For instructions and regulations for obtaining a film permit in the City of Ypsilanti, please contact the Special Events Coordinator Wendy Estey at (734) 482-9825 or by email at westey@cityofypsilanti.com.

e. Political or Ballot Issue Events: The City will allow Political or Ballot Issue events providing that the political party, candidate or political organization pay 100% of all costs, including a minimum rental/usage/facility fee of \$250.00 per day.

1.4 Insurance

Special Events and/or facility rentals have prerequisite insurance requirements that are listed, where applicable, in this policy. Please submit only the Certificate of Liability/Property Damage insurance page of the policy with your application. **TIP:** Prior to purchasing a new insurance policy, check with your insurance carriers (business, organization, auto, renters, home owners, etc.) to see if they will extend your coverage to the special event.

Section 2 – Special Event Application

Applications to conduct a Special Event must be made in writing to the Special Events Coordinator. Applications must be submitted electronically. If, for some reason, you are unable to submit an online application, please contact the Special Events Coordinator to obtain an application.

2.1 Event Applicant/Organizer

The Event Applicant/Organizer must be the chief officer or a representative who has been authorized by the organization to complete the special event application. The contact person(s) listed on the event application must be the primary contact for all event planning meetings as well as follow up communications, as needed. Persons listed on the application must also be authorized to amend the event plan and approve expenditures on behalf of the event sponsor(s)

2.2 Event Details

Event Details must be as comprehensive as possible at the time the application is submitted. The Special Events Coordinator will process the application and formulate a billing estimate for the event based on the application materials that are submitted. The more accurate the Event Details, the more accurate the billing estimate will be.

2.3 Annual and Recurring Events

Annual Events

For annual events, the Application may reserve a date for the following year. Although not required, preference will be given to Applicants who reserve the following year's event date at the time of completing the application. The proposed date may be amended once within six (6) months.

Recurring Events

If an event will run recurrently, the City may issue one permit per month so long as the event will run for 30 days or longer (for weekly events), 60 days or longer (for biweekly events), or 90 days or longer (for monthly events). The Applicant must specify on the application that the event is recurring in order to qualify to receive one permit per month in accordance with the fee schedule permit fee. This section does not apply to Special Events that occur on consecutive days.

2.4 Application Deadlines

Application deadlines have been incorporated into this policy, where applicable. Late or incomplete applications will not be processed.

2.5 Application Fees

For all Special Events, applicants are required to complete a [Special Events Application](#). The application fee is \$35, which includes processing the application form, reserving the date and time of the event, preparing an estimate of costs and fees, and if necessary, a pre-event planning meeting. Additionally, all permit applications have a fee. Application fees are nonrefundable, but in some instances may be applied to the final billing statement.

2.6 Security Deposit

A cash deposit, performance bond or other security acceptable to the City will be required in an amount equal to an estimate by the City to be billed for City Fees. The amount of the security deposit depends on the event classification. Security deposits are refundable and may be applied to the final billing statement for the event. Arrangements for the deposit, or other acceptable security, are to be made by event organizers not less than fourteen (14) working days before the start of the event.

Note: Fees listed are only estimates; actual fees may be higher or lower.

2.7 City Approval of Special Events

Upon receipt of all mandatory application materials, permit fees, and the security deposit, written approval will be forwarded to the individual or organization requesting the event by the Special Events Coordinator. The Special Events Coordinator will also provide an Estimate of City Fees and any special conditions that must be met. A sample approval letter is included as Attachment A to this policy. A sample Estimate of City Fees is included as Attachment B to this policy.

Two or More Applications for the Same Event Date: In the instance that two or more completed Special Event Applications are received for the same date and time, and prior to the final approval of either event, the date and time that each application was received by the City will determine the order of preference. For the purposes of this policy, an event has received final approval once an Approval Letter has been issued (Attachment A). Once the event is approved, it shall be the policy of the City to not award further permits for the same date, time and general location.

2.8 Pre-event Planning Meeting

The Special Events Coordinator will determine whether the event requires a Pre-Event Planning Meeting. If required, the fees for the meeting are included in the application fee. It is mandatory for the event organizer(s) to attend the Pre-Event Planning Meeting with City staff in order to gather all information and determine the need for services and cost estimates. If additional planning meetings are required or requested, the applicant will be billed for staff costs to attend.

Section 3 – Special Event Classifications

Review this section to determine the proper classification and permit requirements for your Special Event. Rental fees, city services and equipment are billed separately from the event classification permits.

- 3.1 Class 1 Events –** (Low Hazard) involves no physical activity by participants and no severe exposure to spectators; Class 1 events are not open to the public. Examples of events in this category include, but are not limited to: meetings, seminars, social gatherings, block parties, family reunions, and weddings.

Application deadline:	15 days prior to event
Non-Refundable application fee:	\$35
Permit fee:	\$100
Security Deposit:	\$100
Application deadline with Street Closure:	30 days prior to event
Security Deposit with Street Closure:	\$100 + \$500 + permit fee, per street, per day

Class 1 Insurance Requirements

Insurance will be required for all Class 1 Events in the amount of \$250,000 per occurrence, naming the City of Ypsilanti as additionally insured **if any of the following instances are planned:**

- Planned/Organized athletic event.
- Any commercial service being provided, including but not limited to:
 - Setting up of tents/canopies, such as at family reunions, weddings, etc.
 - A hired act – magician, animal rides, band, etc.
 - A hired service, such as caterers, portable toilets, moonwalks, rides, etc.

Note: Property Damage insurance may be required up to \$5,000.

- 3.2 Class 2 Events –** (Moderate Hazard) involves limited physical activity by participants and no severe exposure to spectators; Class 2 events are open to the public. Events in this category include, but are not limited to: amateur team sports, dances, animal shows, political rallies, flea markets, farm markets, picnics, and parades with no floats.

Application deadline:	30 days prior to event
Non-Refundable application fee:	\$35
Permit fee:	\$200
Security Deposit:	\$500
Security Deposit with Street Closure:	\$500 + \$500 + permit fee, per street, per day

Class 2 Insurance Requirements

Insurance will be required for all Class 2 Events in the amount of \$250,000 per occurrence, naming the City of Ypsilanti as additionally insured. Property Damage insurance may be required up to \$5,000.

- 3.3 Class 3 Events –** (High Hazard) involves major participation by participants and/or moderate exposure to spectators; also involves sale of tickets or donations. Events in this category include but are not limited to: parades with floats, marathons or races, car shows, circus/carnivals/festivals, and semi-pro team sporting events.

Application deadline:	150 days prior to event
Non-refundable application fee:	\$35
Permit fee:	\$400/day
Capital Park Improvement Fee:	\$750/day
Security Deposit:	\$1000
Security Deposit with Street Closure:	\$1000 + \$500 + permit fee, per street, per day

- **Class 3a –** A Class 3 Event involving the distribution or sale of alcohol

Permit fee:	\$600/day
Capital Park Improvement fee:	\$1500/day
Security deposit:	\$2000
Security Deposit w/Street Closure:	\$3000 + \$500 + permit fee, per street, per day

Class 3 Insurance Requirements

Insurance will be required for all Class 3 Events in the amount of \$1,000,000 per occurrence, naming the City of Ypsilanti as additionally insured. Property Damage insurance may be required up to \$15,000.

- 3.4 Class 4 Events –** (Severe Hazard/High Volume) involves severe exposure to spectators and/or participants. Examples of events in this category include, but are not limited to: rock concerts,

fireworks displays, ice carving events, professional or collegiate sporting events, and events involving 10,000 or more participants within a day.

Application deadline:	150 days prior to event
Non-refundable application fee:	\$35
Permit Fee:	\$600/day
Capital Park Improvement fee:	\$1500/day
Security Deposit:	\$5000
Security Deposit with Street Closure:	\$5000 + \$500 + permit fee, per street, per day

- **Class 4a** – A Class 4 Event involving the distribution or sale of alcohol

Permit fee:	\$750/day
Capital Park Improvement fee:	\$1500/day
Security deposit:	\$6000
Security Deposit w/Street Closure:	\$6000 + \$500 + permit fee, per street, per day

Class 4 Insurance Requirements

Insurance will be required for all Class 4 Events in the amount of \$1,000,000 per occurrence, naming the City of Ypsilanti as additionally insured. Property Damage insurance may be required up to \$20,000.

3.5 Food Permit

If any food will be prepared, distributed, or sold at the event, each vendor must apply for and receive a permit from the [Washtenaw County Environmental Health Department](#), located at 705 Zeeb Road, PO Box 8645, Ann Arbor, MI 48103, phone (734) 222-3800.

3.6 Alcohol

Alcohol is strictly prohibited in any City Street and/or any Public Property pursuant to City Code Section 6-4(a) without a license. A special license to sell alcohol at your event may be obtained through this application process; however applicants are required to apply with the [Michigan Liquor Control Commission](#). If the sales are on a street (trunklines), the State of Michigan requires proof that the sale has been approved by the City.

You must attach a copy of a Liquor Control Permit, Event Plan/Map indicating where alcohol sales will take place (See Section 4.1), and proof of liquor liability insurance in the amount of \$1,000,000, naming the City of Ypsilanti as additionally insured is required. [Certificate of Liability Insurance](#). All documentation must be finalized and submitted within fourteen (14) days of the event.

Note: The City requires that all event staff handling alcoholic beverages receive appropriate training. The event plan must include how event staff will be trained, who will perform the training and how persons of legal drinking age will be identified.

Note: The City requires that all events handling alcoholic beverages pay an alcohol security deposit and per day Capital Park Improvement fee (See Sections 3.3 and 3.4).

3.7 Street Closure Permit

A Street Closure Permit is required for any street closure/blockading within the city limits of Ypsilanti. A Street Closure Permit shall not be issued until the application has been reviewed and approved by the City Manager's designee according to City Code Section 10-268.

Street Closure Permit Deadlines:

- Application, 30 days prior to event date
- Street closure map (See Section 4.1), 30 days prior to event date
- ***If you are closing a state trunkline***, applications are due 45 days prior to the event date because both the city and state are required to approve the permit.

Street Closure Permit Fees:

- Each major street: \$1,000/day
- Each local street: \$200/day
- \$500 security deposit

To submit a street closure permit application, please use the online [Special Events Application](#).

Street Closure Insurance Requirements

Insurance will be required for all Street Closures in the amount of \$250,000 per occurrence, naming the City of Ypsilanti as additionally insured.

3.8 Noise Permit

Event coordinators are responsible for monitoring noise levels and ensuring compliance with the stated noise policy for events.

1. Permissible Noise Levels – Maximum decibel levels shall not exceed 80 dB (A) from the hours of 10 a.m. through 10 p.m. Maximum decibel levels shall not exceed 75 dB (A) from the hours of 10 p.m. through 10 a.m. These measurements shall be taken from the Right of Way along the perimeters of the parks. Events in violation will be given (1) warning to correct violations. If a second violation occurs, then the event will be shut down. Event holders are responsible for any cost incurred to the Ypsilanti Police Department in this respect.
2. No obscene language or racial epithets shall be allowed during stage productions.
3. The Ypsilanti Police Department reserves the right to cancel any production for any violation of item (1) or (2). No refunds shall be given and additional costs may be deducted from the security deposit.

[Noise Permit Application](#)

3.9 Right of Way (ROW) Permit

A Right of Way (ROW) permit is required for each location that a Special Event will use public rights of way (e.g. sidewalks, public alleys).

[Right of Way Permit Application](#)

Section 4 – Other Event Requirements

4.1 Event Map

Event maps are required for events serving alcohol, using streets and/or sidewalks (walk, run, etc.), and/or the event will use multiple locations. Please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots requested to be blocked off. Event maps must be submitted within thirty (30) days of the event.

- **Traffic Control Plan & Street Closures** – Event maps must include a traffic control plan for the event that includes the placement of signs, barricades, etc. In addition, major and local street closures must be specified in the plan. In the event the applicant has not prepared a traffic control plan, the City will prepare one and charge an administrative fee that will be added to the final billing (see fee schedule).
- **Vendors** – Event maps must include a detailed description of where all approved vendors will be placed, including licensed alcohol and/or food vendors.
- **Parking** – Event maps must include a detailed description of the parking available in the area surrounding the event, and how attendees will be directed to parking (signage is recommended).

Public Lots: The City does not permit private parties to rent parking spaces in public lots without prior authorization (see City Code Section 22-176). Parking spaces in designated lots can be rented/reserved by event organizers on a per-day basis (see fee schedule.)

Capped Meters: Applicants requesting capped meters or unlimited parking for an event must specify in the Special Events Application why unlimited parking is being requested, and note the locations on the event map.

Private Lots: Written authorization from the property owner(s) is required and must be attached if using school, church, or private parking lots.

- **Temporary Apparatus** – Event maps must list and include the placement of all apparatus to be used for the special event (e.g. staging, fencing, bleachers, benches, tents, etc.).
- **Restrooms** – If the event requires restroom facilities, the Event Map must include the placement of all portable restrooms and how many will be supplied for the event. **Note:** City parks do not have restroom facilities.
- **Trash Receptacles & Disposal Plan** – If event organizers will be providing trash receptacles, the Event Plan must include the number of receptacles and trash disposal plan for the event. Penalties will be assessed for the event site not being restored to its original condition. If trash or other event-related debris is left anywhere but inside a designated trash receptacle, a charge may be incurred for site clean-up.

4.2 Event Signs

The Special Event Application shall include a description of the advertising signs that are proposed to be used for the event. The use of signs shall conform to the description contained in the application, or as modified by the City. Event signs erected prior to the first day of the event shall be approved by the City and may be subject to restrictions or a permit. The City ordinances do not allow posting of flyers on any poles (utility or otherwise) within the City limits, nor does it allow posting of signs in any public right of way (space between street and sidewalk) without express permission.

[Sidewalk Sign Fact Sheet and Application](#)

[Sign Fact Sheet](#)

4.3 Security

Security requirements vary widely, depending on the hazard level for the event. The Ypsilanti Police Department has the authority to recommend the level of security deemed necessary. For example, the Police Department may require private bonded security for select events. The City will also assign police officers, as necessary, and charge the permit holder for these services. The need for private security and/or police officers should be determined at, or before, the pre-event planning meeting (See Section 2.7).

If you plan to provide your own security for the event, please specify who will administer the security services for the event (e.g. event volunteers, private security). If private security, please attach a copy of the contract.

The following numbers will be determined by the Ypsilanti Police Department:

- Private security officers required
- Police officers required
- Volunteer service corps members required

4.4 Site Restoration

Site restoration and equipment removal are required by 1:00 p.m. the day after the event, unless prior arrangements have been made. Event organizers are required to restore the event location(s) to the condition that it was found. A fee of \$200 will be billed for every day the site is not restored. In the event the City has to restore the site, the City will bill a minimum of \$200, plus labor and fringes, and actual costs to restore the site.

Section 5 – City Services & Fees

5.1 City Services

The City of Ypsilanti provides a variety of facilities and public services for events, including, but not limited to: Parade Routes, Traffic Control Plans, Walk/Run Routes, Site Improvement, Building Inspections and Fire Inspections. Please contact the Special Events Coordinator if you are interested in one or more City Services. Fees are listed in the fee schedule.

5.2 City Parks & Facilities

Riverside & Frog Island Park – Rental fees for Riverside and Frog Island Park are merged into Class 3 and 4 permit application fees and are subject to additional Capital Park Improvement and/or Administrative Fees for coordinating public park use, per day of the event. Capital Park Improvement fees do not apply on set-up or take-down days for events. However, rental charges may apply.

Weddings – Private weddings that take place in Riverside & Frog Island Park may not be subject to Capital Park Improvement fees if, aside from the ceremony, no additional activity will take place in the park (such as the reception, a dance floor, tents/canopies, etc.).

Special Event applicants shall reimburse the City for actual costs of cleanup required (including but not limited to Public Works employees) if applicant fails to comply with site restoration. Employee and equipment costs shall be reimbursed at hourly rate plus 10% for non-profit events, or plus 15% for for-profit events.

Riverside Park Key Fee - Driveway gates at Riverside Park are locked when the park is closed. To ensure that you have access to the park during the hours on the approved application, you can pick up a key for your event at the DPS office at 14 W. Forest any time Monday through Friday between 9 a.m.-4 p.m. for a \$25 key deposit. The deposit is 100% refundable after the key is returned.

City Parks and Facilities

Pavilion/Field Rental: Pavilions and fields may be reserved for special events on an hourly basis. Pavilions are located in Candy Cane Park, Frog Island, Parkridge Park, Peninsular Park, Prospect Park, Recreation Park and Waterworks Park. Fields are located at Candy Cane Park, Frog Island Park, Parkridge Park, Prospect Park, Recreation Park and Waterworks Park. Pavilion and field rental fees are non-refundable. A security deposit is required for all pavilions and fields, but will be refunded, minus any expenses incurred to the facility. The amount of the security deposit will depend on the classification of the event. Utility charges may be applicable, depending on the event size and classification.

Rental Fee Resident:	\$75 first 2 hours / \$35 each additional hour
Rental Fee Non-Resident:	\$90 first 2 hours / \$35 each additional hour

Pavilion/Field Rental Insurance Requirements

Insurance will be required in the amount of \$250,000 per occurrence, naming the City of Ypsilanti as additionally insured if any of the following instances are planned:

- Event is open to the public
- Any commercial service being provided, including but not limited to:
 - Setting up of tents/canopies, stages, etc.
 - A hired act, such as a band, etc.
 - A hired service, such as caterers, portable toilets, etc.

Rental Fee Resident:	\$75 first 2 hours / \$35 each additional hour
Rental Fee Non-Resident:	\$90 first 2 hours / \$35 each additional hour

Reserve a Pavilion or Field by filling out the online [Park Pavilion/Field Rental Application](#).

Gazebo Rental: The Gazebo may be reserved for special events on an hourly basis. The Gazebo is located in Riverside Park. The Gazebo rental fee is non-refundable. A security deposit is required for the Gazebo, but will be refunded, minus any expenses incurred to the facility.

Rental Fee: \$150 first 2 hours / \$35 each additional hour

~~Gazebo/Pavilion/Park Field Rental Insurance Requirements~~

Insurance will be required in the amount of \$250,000 per occurrence, naming the City of Ypsilanti as additionally insured if any of the following instances are planned:

- Event is open to the public
- Any commercial service being provided, including but not limited to:
 - Setting up tents/canopies, stages, etc.
 - A hired act, such as a band, etc.
 - A hired service, such as caterers, portable toilets, etc.

If you are interested in holding an event in a city park, please notify the Special Events Coordinator to determine the appropriate rental/facility fees.

Reserve the Gazebo at Riverside Park by filling out the online [Park Pavilion/Field Rental Application](#).

5.3 City Equipment — City Equipment may be rented for Special Events. Please see Attachment C for a list of Special Event fees related to equipment. The City will also bill for any City Equipment used to execute or coordinate the event.

5.4 Fees for Special Events

Event permit holders shall reimburse the City for 100% of the cost of services provided. The fees and rates herein are for informational purposes only and do not constitute a written or implied contract. The need for services and cost estimates will be determined at the pre-event meeting between the event permit applicant and City staff.

Fees should be submitted with the application and may be paid via cash, check or money order payable to **"City of Ypsilanti."** If the actual costs differ from the amount paid, the City or the permit holder must refund or pay the difference within 30 days after the event. Penalties and interest will be charged for late payments. The penalty for late payments is 3.0% of the outstanding balance. The interest charge for late payments is 0.5% of the outstanding balance each month until paid in full. These rates are subject to change without notice and will change annually on July 1.

Fees shall be charged for City services provided to Special Events as follows (See Attachment C for a detailed fee schedule):

- a. **Hourly Rate** shall be the hourly cost for any employee working on a Special Event as established by the City Administration. Please note that these rates are reviewed and adjusted annually. Please refer to Attachment C to confirm rates. Hourly Rate shall include

all expenses related to the employee working on your event, including fringe benefits and overhead.

- b. Purchased or Rented Materials** shall include all direct costs for all materials purchased or rented by the City of Ypsilanti for use at the event. An Administrative Fee of 10% shall be added to all purchased or rented material to cover costs related to order processing and vendor payment.
- c. Equipment Charges** shall be the current equipment rental rates charged by the City of Ypsilanti.
- d. Replacement Costs** will be billed for missing/damaged equipment/supplies/landscaping.
- e. Administrative Fee** will be billed to cover costs related to coordinating the special event, including, but not limited to: order processing, vendor payments, coordinating police/fire personnel, city equipment usage/rental, coordinating public services, and coordinating event planning meetings.

Administrative fees will be applied to the subtotal of Municipal Services, Municipal Service Employee time, Police Employee time, Fire Department time, Equipment Charges, Purchased Materials and/or Rented Materials. Administrative fees are not applied to facility or park rental fees.

- 10% administrative fee will be added to Not-For-Profit Events
- 15% administrative fee will be added to For-Profit Events

5.5 Billing for Special Events

Special Event billings by the City shall be itemized as follows (See Attachment B for a sample Estimate of City Fees):

Municipal Services	\$
Municipal Services Employee Time	\$
Police Employee Time	\$
Fire Department Time	\$
Equipment Charges	\$
Purchased Materials	\$
Rented Materials	\$
Missing/Damaged Equipment/Supplies	\$
Sub-Total	\$
Administrative Fee	\$+
Rent/Facility Fee if applicable	\$+
Less amount of City Support	\$-
Less amount of security deposit (if applicable)	\$-
NET/TOTAL BILLING	\$



**APPLICATION APPROVAL / DENIAL
LETTER Attachment A**

Date
Applicant Name
Address
City, State, Zip

RE: (Event Name)

Dear Applicant,

This is to inform you that your recent Special Event Application has been Approved / Denied by the City of Ypsilanti on _____/_____/20____.

If "Approved" is indicated above, please be advised that there may be charges for City Services in accordance with the Special Events Policy and Fee Schedule. Special Events fees can be found in the Special Events Policy as well as the website. In addition, we have provided an Estimate of Fees, which estimates the potential costs, if any, that you will incur for your event and lists possible additional restrictions and/or requirements for your event. Please be advised that this cost is only an initial estimate, and your actual costs may be substantially higher depending on your need for services.

For events requiring certificates of insurance, the City requires a copy of your certificate of insurance, and it must list the City of Ypsilanti as an additional insured on your policy. The City cannot accept documentation that shows the City as a certificate holder, unless it also states that the certificate holder is an additional insured on the policy.

If "Denied" is indicated above, or if you have any additional questions regarding your application status, please contact me at (734) 482-9825.

Sincerely,

Wendy Estey
Special Events Coordinator

Enclosures

Estimate of City Fees for Special Events

Today's Date:

Event Name:

Event Date:

Event Category

- ☐ City Co-Sponsored
- ☐ Not-for-Profit
- ☐ For-Profit

Event Classification

- ☐ Class I – Low Hazard
- ☐ Class II – Moderate Hazard
- ☐ Class III – High Hazard
- ☐ Class IV – Severe Hazard

Note: The following fees are estimates and can increase upon assessment of services after completion of the event.

Security Deposit:

Permit Fees:

MUNICIPAL SERVICES:

Regular Time Costs: \$

Overtime Costs: \$

Equipment & Materials Costs: \$

POLICE:

Regular Time Costs: \$

Overtime Costs: \$

Equipment & Materials Costs: \$

FIRE:

Regular Time Costs: \$

Overtime Costs: \$

Department of Public Services:

Regular Time Costs: \$

Overtime Costs: \$

Equipment & Materials Costs: \$

Administrative Fee:

Facility / Equipment Rental Charges:

TOTAL BILLING ESTIMATE:

**City of Ypsilanti
Event Permit**

Event Title: _____

Event Date(s): _____ Event Hours: _____

ATTESTATION

As applicable to event, applicant understands and agrees to comply with City ordinances and rules governing events and agrees to make final payment within thirty (30) days after the scheduled event invoice is received for any additional services required. Failure to comply within thirty (30) days shall place the applicant in default status. Further, it is understood that in the event a permit holder is placed in default status, the permit holder will be denied any other event permit(s) for a period of at least eighteen (18) months from the date of final payment and/or default resolution.

I hereby agree to comply with all Federal and State Statutes and with all City of Ypsilanti Ordinances, including the curfew and noise ordinances. I understand and agree that in the event any nuisance or disturbances are caused by the individuals attending the event, the use of the location may be terminated without prior notice by the Police Chief or the City Manager or their designee. I authorize the Fire Marshal to determine the maximum number of persons who may attend this event based on available space. Further, I understand and agree to abide by any additional City requirements that may be deemed necessary to safely operate the proposed event.

This application represents my intent for the proposed event to the best of my knowledge. I am authorized to sign on behalf of the organization:

Applicant Name (printed) Signature Date

Department Approval Name (printed) Approved? Date

Public Works _____ _____ _____

Ypsilanti Police

City Manager's Designee

A permit shall not be issued until all information has been submitted, application and security deposit fees paid and approved by the City Manager's designee according to the City Code Section 10.268.



REQUEST FOR LEGISLATION
06/21/2022

For: Parks and Recreation Commission

From: Christopher Jacobs, Community Development Manager

Subject: Special Events Policy Update

SUMMARY & BACKGROUND:

The Freighthouse adopted a community events policy in August 2021. Since the policy was adopted, we have hosted blood drives, COVID-19 vaccination pop ups, a free thanksgiving community meal, the depot town tree lighting ceremony, the Frog Island Jazz Series, Ypsi Glow, a ten-week disc golf putting league, First Fridays, a resident organized holiday market, a city staff holiday party, and the daytime warming center between November and March. This policy has simplified the process for residents and organizers to hold public meetings and community events at the Freighthouse, especially compared to the hardship fee waiver policy we use in the parks system where each decision must be taken to City Council.

As we consider the best use of our limited financial resources in lieu of a parks and recreation department that can internally develop community programming, the free use of our parks system and city facilities becomes one of the most effective tools we have at our disposal to encourage such programming with external partners.

The City Manager has established the following criteria to waive fees at the Freighthouse so to encourage community event programming:

1. The event is completely open and free to members of the public, an entry fee may not be charged under any circumstances.
2. If vendors can sell goods, the cost to participate may not be prohibitive. Priority must be given first to City of Ypsilanti residents and businesses. All opportunities to serve as a vendor must be advertised sufficiently in promotional materials and on the City website. The maximum rate at which vendors may be charged is \$10 per hour and a financial report must be provided to the City proving what funds were raised and for what purpose specifically from vendor fees collected.
3. A public event shall not engage in hateful or derogatory speech including symbols of racism, homophobia, or violence. Weapons shall not be sold by vendors or any merchandise or goods which depicts these symbols of hate.
4. Religious Services are not eligible community events under this policy.

Recently, City Council has directed staff to develop more community programming in the parks system and promote the events happening around the city with our community partners. This directive requires staff to consider how this important community event policy could be applied in our parks system to better meet this directive. If this policy is adopted and one of our community partners or a member of the public wishes for the City to promote their public event and it complies with our policy, the City Manager may choose to waive fees in the park system or City Facility, and we will share the event on social media and send out a newsflash on the City website.

If one or more of the criteria is not met per the policy, the event will still be listed in a central calendar on the Parks and Recreation Division page of the city website but the parks system or city facility will not be made free of charge. Moving forward, City Staff will seek to proactively develop additional community programming with our community partners and identify gaps in the calendar and types of events offered to ensure members of the community are informed and provided the opportunity to participate as attendees or organizers.

RECOMMENDED ACTION:

ATTACHMENTS:

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. -
07/18/2022

RESOLVED BY THE PARKS AND RECREATION COMMISSION OF THE CITY OF YPSILANTI:

WHEREAS, the City wishes to encourage community event programming in our parks system and city facilities; and

WHEREAS, the City does not have a Parks and Recreation Department dedicated to developing such community event programming internally; and

WHEREAS, a community events policy has been successful in utilizing the Freighthouse for free community event programming developed by external partners; and

WHEREAS, the hardship fee waiver process has not been effective for reviewing these requests over the last several years; and

NOW THEREFORE BE IT RESOLVED THAT the Parks and Recreation Commission recommends amending the Special Events Policy section 1.3c to allow the City Manager to waive fees in the park system that comply with the community events policy.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2022-169
July 26, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. **Resolution No. 2022-170, approving the minutes of the July 12, 2022 City Council Meeting.**
2. **Resolution No. 2022-171, approving the use of pyrotechnics on EMUs campus during the live concert event.**
3. **Resolution No. 2022-172, approving the declaration to Turn the Town Teal for cervical cancer awareness.**

OFFERED BY: _____

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 26 day of July 2022

#Resolution No. 2022-169



Resolution No. 2022-170
July 26, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of July 12, 2022 be approved.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
26 day of July 2022

#Resolution No. 2022-170



MINUTES REGULAR COUNCIL Meeting

7:00 PM - Tuesday, July 12, 2022
Council Chambers

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, July 12, 2022, at 7:00 PM, in the Council Chambers, with the following members present:

PRESENT: Council Member Jennifer Symanns, Council Member Steven Wilcoxon, Mayor Pro-Tem Nicole Brown, Mayor Lois Richardson, Council Member Annie Somerville, Council Member Brian Jones-Chance, and Council Member Evan Sweet

ABSENT: None

I. CALL TO ORDER

The meeting was called to order at 7:00 PM

II. ROLL CALL

Council Member Steve Wilcoxon moved, seconded by Mayor Pro-Tem Nicole Brown to excuse Mr. Brian Jones-Chance. On a voice vote, the motion carried.

III. PLEDGE OF ALLEGIANCE

- A. 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.

IV. AGENDA APPROVAL

- A. Agenda amendment

Council Member Steven Wilcoxon moved, seconded by Council Member Jennifer Symanns, to postpone Ordinances 1395 and 1396 until August 9th.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Steven Wilcoxon, Lois Richardson, and Evan Sweet
NAYS:	Nicole Brown and Annie Somerville
ABSENT:	Brian Jones-Chance

- B. Mayor Pro-Tem Nicole Brown moved, seconded by Council Member Jennifer Symanns to approved the agenda as amended. On a voice vote, the motion carried.

V. PUBLIC COMMENT (3 MINUTES)

15 members from the public spoke.

VI. PRESENTATIONS

- A. Parks and Recreation Programming/Facilities Update - Christopher Jacobs,
Community Development Director

VII. ORDINANCES FIRST READING - POSTPONED UNTIL 8/9/2022

- A. ~~Ordinance 1395, an ordinance entitled "PILOT for 845 Clark Rd."~~
1. ~~Resolution No. 2022-154, determination.~~
2. ~~Public Hearing.~~
3. ~~Resolution No. 2022-155, closing the public hearing.~~
- B. ~~Ordinance 1396, an ordinance entitled "PILOT for 945 Clark Rd."~~
1. ~~Resolution No. 2022-156, determination.~~
2. ~~Public Hearing.~~
3. ~~Resolution No. 2022-157, closing the public hearing.~~

VIII. CONSENT AGENDA

- A. Resolution No. 2022-158, approving the Consent Agenda.

**Council Member Brian Jones-Chance moved, seconded by Mayor Pro-Tem
Nicole Brown, to approve Resolution No. 2022-158**

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2022-159, approving the minutes of June 21st and
July 7th, 2022.
2. Resolution No. 2022-160, approving Ordinance 1395, and Ordinance
entitled "Planned Unit Development: Financial Services Use at 611
W. Cross St. (Second Reading)
3. Resolution No. 2022-161, adding an additional entity to the
Community Benefits Agreement/Emergency Services Agreement for
845 and 945 Clark Road.

RESULT:	CARRIED.
MOVER:	Council Member Brian Jones-Chance
SECONDER:	Mayor Pro-Tem Nicole Brown
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Annie Somerville, Brian Jones-Chance, and Evan Sweet

- B. Resolution No. 2022-159, approving the minutes of June 21, 2022.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of June 21st and July 7th 2022 be approved.

- C. Resolution No. 2022-160, approving Ordinance 1395, and Ordinance entitled "Planned Unit Development: Financial Services Use at 611 W. Cross St. (Second Reading)

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City has an interest in protecting the health, safety, and welfare of the community; and

WHEREAS, the City has a Master Plan that reflects the policy goals of the City, including the guiding value that Ypsilanti is a "great place to do business, especially the green and creative;" and

WHEREAS, the applicant, Eastern Michigan University Credit Union, intends to provide public benefits in this development; and

WHEREAS, the Planning Commission recommends the City Council approve the Planned Unit Development; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council adopt the ordinance entitled "EMUCU Planned Unit Development" and approve the associated Planned Unit Development Agreement on Second and Final Reading.

- D. Resolution No. 2022-161, adding an additional entity to the Community Benefits Agreement/Emergency Services Agreement for 845 and 945 Clark Road.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, The City of Ypsilanti passed a community benefits ordinance in 2018 to allow the community to negotiate benefits when an incentive is requested; and

Whereas, an incentive was requested in November 2021 by Lincoln Avenue Capital; and

Whereas, the CBO Committee met five times over the past two months to negotiate a community benefits with the developer; and

Whereas, a public hearing was held on May 24, 2022 on the Community Benefits Agreement; and

Now therefore be it resolved that the City Council of the City of Ypsilanti approve Community Benefits Agreement and Emergency Services agreement for 845-945 Clark Rd with Clark Road Senior Limited Dividend Housing Association Limited Partnership and Clark Road Family Limited Dividend Housing Association Limited Partnership and direct the Mayor and City Clerk to sign the agreements.

IX. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. Resolution No. 2022-150, approving the Fee Schedule for Fiscal Year 2022-2023. (Tabled June 21st)

Council Member Steve Wilcoxon moved, seconded by Council Member Jennifer Symanns to remove Resolution No. 2022-150 from the table. On a voice vote, the motion carried.

Council Member Steven Wilcoxon moved, seconded by Council Member Brian Jones-Chance, to approve Resolution No. 2022-150

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the attached fee schedule is adopted pursuant to the Ypsilanti City Code, and the following fees relating to various sections of the City Code and activities of the City are hereby established, and the various City Departments are authorized to charge and collect such fees effective immediately.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Brian Jones-Chance
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Annie Somerville, Brian Jones-Chance, and Evan Sweet

- B. Resolution No. 2022-162, approving the request to waive park rental fees for the 2022 Ypsilanti Fire Truck Muster.

Council Member Jennifer Symanns moved, seconded by Council Member Brian Jones-Chance, to approve Resolution No. 2022-162

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City of Ypsilanti adopted a Special Events Policy, and pursuant to the policy, the City may provide financial support for an event if it is of general interest to the public and advances the City's public image; and

Whereas, this year the Ypsilanti Fire Truck Muster will take place Saturday, August 27th at Riverside Park; and

Whereas, the Ypsilanti Fire Truck Muster event organizer is requesting that the City waive their park rental fees for the 2022 event; and

WHEREAS, City Council agrees that waiving the park rental fees for the 2022 Ypsilanti Fire Truck Muster would be in the general interest of the public and advance the City's public image;

Now therefore be it resolved that the Ypsilanti City Council approves the request to waive the park rental fees for the 2022 Ypsilanti Fire Truck Muster in the amount of \$1,185.

RESULT:	CARRIED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Council Member Brian Jones-Chance
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Annie Somerville, Brian Jones-Chance, and Evan Sweet

- C. Resolution No. 2022-163, approving the 2022-2023 Property and Liability Insurance Renewal.

Council Member Jennifer Symanns moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2022-163

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the premium for the Property and Liability insurance renewal for the City of Ypsilanti effective August 1, 2022-2023 with the Michigan Municipal League (MML) Liability and Property Pool be approved in the amount of \$394,860.00 be approved.

BE IT FURTHER RESOLVED THAT the City Manager is authorized to sign and approve payment of the invoice.

RESULT:	CARRIED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Mayor Pro-Tem Nicole Brown
AYES:	Jennifer Symanns, Nicole Brown, Steven Wilcoxon, Lois Richardson, Annie Somerville, Brian Jones-Chance, and Evan Sweet

- D. Resolution No. 2022-164, approving a contract with Government Consulting Services Inc.

Council Member Annie Somerville moved, seconded by Council Member Steven Wilcoxon to amend the agreement at the term of \$36,000. - Motion Withdrawn

Council Member Annie Somerville moved, seconded by Council Member Steven Wilcoxon, to postpone Resolution No. 2022-164 until 1st meeting in August

RESULT:	CARRIED.
MOVER:	Council Member Annie Somerville
SECONDER:	Council Member Steven Wilcoxon
AYES:	Steven Wilcoxon, Annie Somerville, Jennifer Symanns, Nicole Brown, Lois Richardson, and Evan Sweet
NAYS:	Brian Jones-Chance

- E. Resolution No. 2022-165, approving appointments to boards and commissions.

Council Member Steven Wilcoxon moved, seconded by Council Member Brian Jones-Chance, to approve Resolution No. 2022-165

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>NAME</u>	<u>BOARD</u>	<u>EXPIRATION</u>
<u>Shannon Baer</u> <u>(New Appointment)</u> <u>1212 N Congress St.</u> <u>Ypsilanti, MI 48197</u>	<u>Sustainability</u>	<u>5/1/2025</u>

<u>Lola Malmer</u> <u>(Youth Member)</u> <u>913 Pleasant Drive</u> <u>Ypsilanti, MI 48197</u>	<u>Parks and Recreation</u>	<u>7/1/2023</u>
--	-----------------------------	-----------------

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Brian Jones-Chance
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Annie Somerville, Brian Jones-Chance, and Evan Sweet

X. BOARD AND COMMISSION - NOMINATIONS

A. Bicentennial Committee

Madelynne Brown
108 Babbitt Street
Ypsilanti, MI 48198

B. Parks and Recreation

Tarik Fermin - **Youth Seat (Exp. 7/1/2023)**
2116 Roosevelt Street
Ypsilanti, MI 48197

Dillon Navarre - **Reappointment (Exp. 7/1/2025)**
10 S Huron #2S
Ypsilanti, MI 48197

Blake Harrity - New Appointment (Exp. 7/1/2025) (Added 7/12/22)
322 Vinewood Ct.
Ypsilanti, MI 48198

Council Member Steven Wilcoxon moved, seconded by Council Member Jennifer Symanns, to reappointment Dillon Navarre

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Annie Somerville, Brian Jones-Chance, and Evan Sweet

Council Member Brian Jones-Chance moved, seconded by Mayor Pro-Tem Nicole Brown, to nominate Tarik Fermin to Parks and Recreation Commission

RESULT:	CARRIED.
MOVER:	Council Member Brian Jones-Chance
SECONDER:	Mayor Pro-Tem Nicole Brown
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Annie Somerville, Brian Jones-Chance, and Evan Sweet

Council Member Steven Wilcoxon moved, seconded by Council Member Jennifer Symanns, to nominate Blake Harrity (Parks and Recreation Commission) and Eric Mohamed (Police Advisory Commission)

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Annie Somerville, Brian Jones-Chance, and Evan Sweet

Council Member Annie Somerville moved, seconded by Council Member Steven Wilcoxon, to nominate Madelynne Brown to the Bicentennial Committee

RESULT:	CARRIED.
MOVER:	Council Member Annie Somerville
SECONDER:	Council Member Steven Wilcoxon
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Annie Somerville, Brian Jones-Chance, and Evan Sweet

- C. **Police Advisory Commission (added 7/11/22)**
Eric Diamond Mohamed - New Appointment (Exp. 2/1/2025)
1470 Kingwood St
Ypsilanti, MI 48197

XI. BOARD AND COMMISSION - COMMUNICATIONS

- A. Police Advisory Commission Resolution No. 2022-001, requesting council become a member of The National Association for Civilian Oversight of Law Enforcement (NACOLE)

XII. BOARD AND COMMISSION - LIAISON REPORTS

1. Police Advisory Commission. **None**
2. Human Relations Commission. **None**
3. Arts Commission. **None**
4. Parks and Recreation Commission. **None**
5. Sustainability Commission. **None**
6. Historic District Commission. **None**
7. Planning Commission. **None**
8. Zoning Board of Appeals **None**

XIII. LIAISON REPORTS

1. SEMCOG Update **A meet up on Thursday and a tour of downtown Port Huron**
2. Washtenaw Area Transportation Study **Meeting next week**
3. Urban County **None**
4. Ypsilanti Downtown Development Authority **None**
5. Friends of Rutherford Pool **None**

XIV. COUNCIL PROPOSED BUSINESS

Jones-Chance

- **Questioned postponed the Clark Rd development**
- **Need a report on how much the city will lose. More info on the financial impact of the development also report**

Wilcoxon

- **None**

Somerville

- **Asked question about potential date for having the 845 & 945 Clark Rd development. Deeply disappointed this was tabled.**

Symanns

- **She would be shocked if the developers walks away if there is postponed for 2 meetings**

Brown

- **None**

Symanns

- **Thanked DPS and City Manger for their assistance in the past rainfall**
- **Get the employee reviews to her ASAP**

Sweet

- **Thanked Council for appointing him**

XV. COMMUNICATIONS FROM THE MAYOR

- **Encouraged everyone to attend the jazz festival**

XVI. COMMUNICATIONS FROM THE CITY MANAGER

XVII. COMMUNICATIONS

- A. Potential dates for Council Meeting on EMU Campus
- September 13th
 - September 27
 - October 4th
 - October 18
- B. City Council and Police Advisory Commission Joint Meeting, Thursday, July 28, 2022

XVIII. PUBLIC COMMENT (3 MINUTES)

1 member from the public spoke

XIX. REMARKS FROM THE MAYOR

XX. ADJOURNMENT

Council Member Annie Somerville moved, seconded by Mayor Pro-Tem Nicole Brown to adjourn the meeting. On a voice vote, the motion carried. The meeting was adjourned at 9:11 PM

- A. Resolution No. 2022-166, adjourning the City Council Meeting.
- B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Andrew Hellenga
DATE: July 26, 2022
SUBJECT: Fireworks Display Permit Application from Eastern Michigan University

DESCRIPTION:

Fireworks Display Permit Application from Eastern Michigan University

SUMMARY:

A request for a Fireworks Display Permit was received from Jennifer Nelson of FFP Effects, Inc, on behalf of Greta Van Fleet. The applicant is requesting indoor pyrotechnics at the EMU Convocation Center, 799 N. Hewitt Road, on September 14, 2022.

Council approved this originally during the March 1, 2022 Meeting. However, the concert needed to be cancelled due to illness.

Attached is proof of public liability insurance for the proposed display with coverage set at \$6,000,000 and with the City being added as an additional insured.

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

RECOMMENDED ACTION: Approval

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-171
July 26, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Jennifer Nelson of FFX Effects Inc, on behalf of the Greta Van Fleet Concert has applied for a fireworks permit to allow indoor pyrotechnics at the Eastern Michigan Convocation Center; and

WHEREAS, FFX Effects will operate the display and has obtained public liability insurance in the amount of \$6,000,000 and has added the City of Ypsilanti as an additional insured.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves indoor pyrotechnics to be displayed on September 14, 2022 at the EMU Convocation Center, subject to the inspection and approval of the Ypsilanti Fire Department.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 26 day of July 2022

#Resolution No. 2022-171



GRETA GIVANT FLEET

Dreams In Gold Tour

North America Leg 1

SFX booklet (v2 February 17 2022)

table of contents

2	download links
3	show dates & local requirements
4	list of effects
5	plots
6-7	ffp tech curriculum vitae
8	proof of insurance



Download links

Use Download links below for:

Pyro Plot:

https://www.dropbox.com/s/kluiwuqzz6pc300/Greta_ffp_DreamsInGold_2022_V1.pdf?dl=0

G-Flame flame units:

http://data.ffp-fx.net/Flame_Units/G-Flame_ENGLISH.pdf

Maintenance reports for flame units:

https://www.dropbox.com/s/vckjd676negp79h/Maintenance%20report%202021_41-101-E_ffp_120321.pdf?dl=0

MSDS Rothenber:

http://data.ffp-fx.net/MSDS/MSDS_Multigas_300.pdf

MSDS Evolution Pyro products:

http://data.ffp-fx.net/MSDS/MSDS_evolution

Technician training certs & licenses:

<https://www.dropbox.com/sh/utfjzv8if61xcgp/AACLaaotGmIyejgfv9HH3Xja?dl=0>



Show Dates & Venues

<i>Date</i>	<i>City</i>	<i>Venue</i>
3/3/2022 thru 3/7/2022	Tupelo, MS	Bandcorp South Arena (Rehearsals - Without Audience)
3/9/2022 & 3/10/2022	Kalamazoo, MI	Wings Event Center March 9 th - Load In / Rehearsal Day March 10 th - Show Day
3/12/2022	Grand Rapids, MI	DeltaPlex
3/13/2022	Saginaw, MI	Dow Event Center
3/16/2022	Flint, MI	Dort Federal Credit Center
3/17/2022	Ypsilanti, MI	EMU Convocation Center
3/19/2022	Huntington, WV	Big Sandy Arena
3/22/2022	Madison, WI	Kohl Center
3/23/2022	Green Bay, WI	Resch Center
3/25/2022	Omaha, NE	CHI Health Center
3/26/2022	Peoria, IL	Civic Center
3/29/2022	Cincinnati, OH	Heritage Bank Arena
3/30/2022	Hershey, PA	Giant Center
4/1/2022 & 4/2/2022	Atlantic City, NJ	Hard Rock Live at Etes Arena (2 Nights)

local requirements

Please provide the following at load in:

- A secure lockable prep room with electricity & electrical outlets
- Six 4 foot tables and chairs.
- 6x Co2 fire extinguishers
- 2x H2O fire extinguishers
- 10x 15lb Propane Tanks
- 200 lbs Dry Ice (Brick Or Blocks Please - **NO POWDER!**)
- 1x 200A 3-phase service camlock on stage right

Crew etc:

John Arrowsmith +1 805 275 6197

For any queries please email info@ffp-fx.net or call +1 310 600 6571

ffp effects, Inc. – 1319 Mono St. Los Angeles, CA 90033
p: +1 310 600 6571 E-Mail: info@ffp-fx.net
Web: www.fff-fx.net



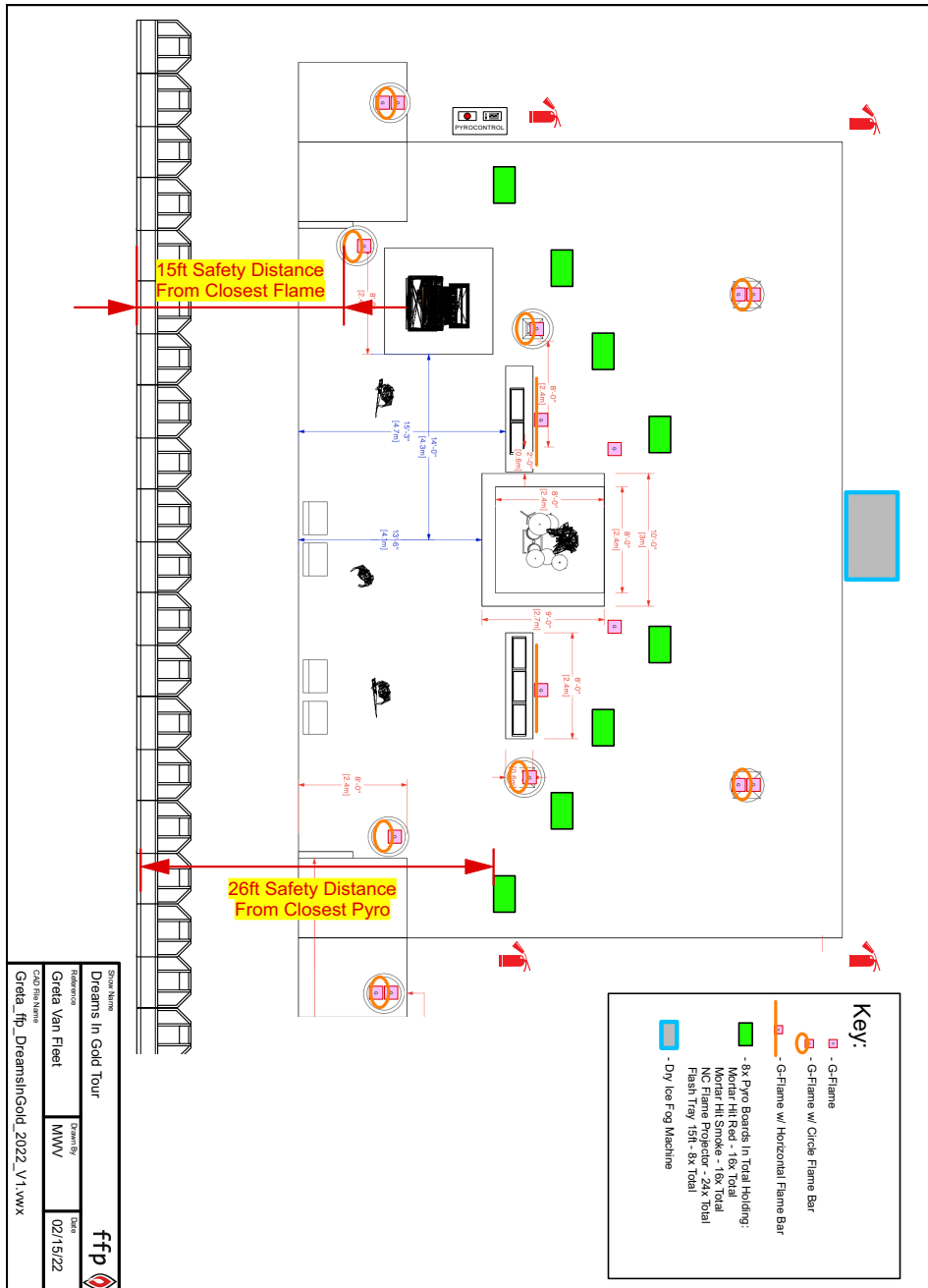
list of effects

pcs	FX (Pyrotechnics)	Position	Manufacturer
16	65mm Mortar Hit - Smoke Only	Stage	Evolution
16	65mm Mortar Hit - Red	Stage	Evolution
24	NC Flame Projectors	Stage	Evolution
8	Flash Tray 18" Yellow 15ft	Stage	Evolution

pcs	FX (Flames & Low Fog)	Position	Manufacturer
10	G-Flames with Flame Bars Attached	Stage & Cauldrons	Galaxis
6	G-Flame with Power Upgrade	Stage & Cauldrons	Galaxis
1	Dry Ice Giga	Backstage	ffp effects, Inc.

qty	FX (Consumables)	Position	Manufacturer
10x	15lb Propane Tanks	Floor & Stage	n/a
200 lbs	Dry Ice	Floor	n/a
24	Aerosol Carts	6 positions across the stage	Rothenberger

Plots





ffp shooter - curriculum vitae

John Arrowsmith

email: arrowsmith@extern-ffp-fx.net

PROFESSIONAL EXPERIENCE

2022

- Kanye West - Donda Experience - Miami, FL
- Try Guys - Blow Sh*t Up - Video Shoot

2021

- Kanye West - Los Angeles Memorial Coliseum Free Larry Hoover
- Slander - Forgotten Souls
- KISS Tribeca Film Festival 2021 - Battery Park NYC
- KISS End of the Road Tour 2021

2020

- KISS 2020 Goodbye - New Years Eve Dubai
- KISS - End of The Road North American Tour Leg 3 - 2020

2019

- Bring Me The Horizon Tour
- KISS End of the Road Tour 2019
- Staind Reunion One Offs 2019

2018

- Shinedown US Tour
- Bruno Mars 24K World Tour 2016 - 2018

2015

- Rush R40 North America Tour
- Usher The UR Experience Tour 2014-2015

2013

- Rihanna Diamonds World Tour
- Rush Time Machine Tour 2012-2013
- 1996 - 2012

Rush 2002-2011, Prince 2010-2011, Tina Turner 2008-2009, My Chemical Romance 2007 & 2009, KISS Tour 2000 through 2009, Shania Twain Come On Over Tour 1998-1999 & UP! Tour 2003, Motley Crue vs. The Earth Tour 1996

CERTIFICATIONS

- Canada - Special Effect Pyrotechnician Fireworks Operator Certificate
- Nevada - Nevada State Fire Marshal Special Effect & Propane Operator License

LANGUAGES

English



Jason Wakefield

Email jason@extern-ffp-fx.net

2022

- Kanye West - Donda Experience - Miami, FL
- Try Guys - Blow Sh*t Up - Video Shoot

2021

- Kanye West - Los Angeles Memorial Coliseum Free Larry Hoover
- Slander - Forgotten Souls
- KISS End of the Road Tour 2021
- KISS Tribeca Film Festival 2021 - Battery Park NYC
- Corey Taylor - Rock Fest 2021 - Cadott, WI

2020

- KISS 2020 Goodbye - New Years Eve Dubai
- KISS - End of The Road North American Tour Leg 3 - 2020

2019

- KISS -End of The Road World Tour 2019
- Disturbed - North America Evolution Tour 2019

PROFESSIONAL EXPERIENCE

- "Josh Groban" tour
- "Fantasia" tour
- "Lee Brice" tour
- "Sam Hunt" tour
- "Chris Stapleton" tour
- "Disturbed" tour
- KISS US 2019 "End of the Road" Tour

CERTIFICATIONS

- Nevada - Nevada State Fire Marshal Special Effect & Propane Operator License

LANGUAGES

English



Proof of insurance

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 12/21/21			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER DRAYTON INSURANCE BROKERS INC 2500 Center Point Rd #301 Birmingham, AL 35215			CONTACT NAME: PHONE: (205) 854-5806 FAX: (205) 854-5899 E-MAIL: georgine@draytonins.com ADDRESS:				
INSURED ffp effects, Inc. 1319 Mono Street Los Angeles, CA 90033			INSURER(S) AFFORDING COVERAGE INSURER A: ADMIRAL INSURANCE COMPANY NAIC# 24856 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INS LTR	TYPE OF INSURANCE	ADOL INSO	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		CA000040254-02	12/16/21	12/16/22	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Anyone person) \$ NONE PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/PO/ AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA000040254-02	12/16/21	12/16/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
PROOF OF INSURANCE							
CERTIFICATE HOLDER TO WHOM IT MAY CONCERN				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

ACORD 25 (2016/03)

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ffp effects, Inc. - 1319 Mono St. Los Angeles, CA 90033
p: +1 310 600 6571 E-Mail: info@ffp-fx.net
Web: www:ffp-fx.net



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/22/22

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

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

PRODUCER DRAYTON INSURANCE BROKERS INC 2500 Center Point Rd #301 Birmingham, AL 35215		CONTACT NAME: PHONE (A/C No. Ext): (205) 854-5806 FAX (A/C No.): (205) 854-5899 E-MAIL: georgine@draytonins.com ADDRESS:		
INSURED ffp effects, Inc. 1319 Mono Street Los Angeles, CA 90033		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: ADMIRAL INSURANCE COMPANY		24856
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X		CA000040254-02	12/16/21	12/16/22	EACH OCCURRENCE \$ 5,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Anyone person) \$ NONE						
	PERSONAL & ADV INJURY \$ 5,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 6,000,000
							PRODUCTS - COMP/OP AGG \$ 6,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY			CA000040254-02	12/16/21	12/16/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE \$
	DED ☐ RETENTION \$						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Knot Touring LLC, City of Ypsilanti MI, Live Nation Worldwide, Inc. and their respective parents, members, partners, affiliates, divisions, subsidiaries, officers, directors & employees, when acting in their capacity as such, are included as Additional Insureds, as required by written contract, in respect of liability caused by the Named Insureds operations. Coverage does not apply to liability caused by the Additional Insureds negligent acts or omissions.

CERTIFICATE HOLDER

CANCELLATION

EMU Convocation Center 799 N Hewitt Rd Ypsilanti, MI 48197	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REP
---	--

2022 Permit for Fireworks Other than Consumer or Low Impact

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

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

TYPE OF PERMIT(S) (Select all applicable boxes) ☐ Agricultural or Wildlife Fireworks ☒ Articles Pyrotechnic ☐ Display Fireworks ☐ Public Display ☐ Private Display ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY. PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION) 3/18/2022
NAME OF PERSON PERMIT ISSUED TO Jennifer Nelson		AGE (18 YEARS OR OLDER) ☒ YES ☐ NO
ADDRESS OF PERSON PERMIT ISSUED TO 1319 Mono St, Los Angeles CA 90033		
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION ffp effects, Inc		
ADDRESS 1319 Mono St, Los Angeles CA 90033		
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) See Attached Product List		
EXACT LOCATION OF DISPLAY OR USE 799 N Hewitt		
CITY, VILLAGE, TOWNSHIP Ypsilanti, MI 48197	DATE 3/17/2022	TIME 2pm demo, show 9pm
BOND OR INSURANCE FILED ☒ YES ☐ NO		AMOUNT

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

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT



Resolution No. 2022-172
July 26, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

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

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

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

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

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

THEREFORE BE IT RESOLVED THAT the Mayor and City Council supports this national campaign and approves of teal ribbons being tied throughout the city September 1st - September 30, 2022, along with lawn signs, awareness posters and information cards being provided for establishments that are interested.

OFFERED BY: _____

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

#Resolution No. 2022-172

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
26 day of July 2022

#Resolution No. 2022-172



Dear Administrator:

Tie Michigan Teal is a statewide campaign, designed to promote awareness of ovarian cancer and its symptoms. Teal is the color representing ovarian cancer. Ovarian cancer is the deadliest of the gynecologic cancers and one of the five leading cancer related deaths among women in the United States. Each year approximately 22,000 women are diagnosed with the disease and 15,000 women die. Women diagnosed with ovarian cancer have on average a five year survival rate of 45%. Unlike other cancers, there is no early detection test for ovarian cancer, and because the symptoms are often subtle and mimic other diseases, awareness of the symptoms is the key to early diagnosis.

The ***Tie Michigan Teal*** campaign is sponsored by the Michigan Ovarian Cancer Alliance and consists of volunteers tying teal ribbons on lamp posts, benches and businesses in the downtown areas and distributing awareness information to local businesses to display. The event will be held during the month of September, which has been declared National Ovarian Cancer Awareness Month. There is no cost to the city and the ribbons will be taken down at the end of the month.

I am asking you to grant permission for our volunteers to tie ribbons throughout your town/city this September, 2022. Please sign on the bottom of this letter and return the signed letter to the volunteer whose name and contact information is below. Thank you for your support of our efforts to save women's lives. If you have any questions or concerns, please contact us at: info@mioca.org.

Sincerely,

Diann Glaza-Helbling

Tie Michigan Teal Coordinator

MAYOR/TOWN OFFICIAL

TOWN/STATE

Please return the signed letter to the volunteer listed below. She/he is responsible for the Tie the Michigan Teal Campaign in your city/town.

VOLUNTEER NAME

CONTACT INFORMATION

[REDACTED]

[REDACTED]



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Andrew Hellenga
DATE: July 26, 2022
SUBJECT: Appointment of Council Member Family Member to a Board or Commission

DESCRIPTION:

Appointment of Council Member Family Member to a Board or Commission

SUMMARY:

During the May 24th City Council Meeting a nomination was made to the Ypsilanti Downtown Development Authority. The nominee is a family member of a sitting Council Member. Article XI of the City Charter reads as follows:

11.05. - Anti-nepotism.

Unless the Council shall by unanimous vote, which vote shall be recorded as part of its official proceedings as determining that the best interest of the City shall be served, the following relatives of any elective or appointive officer, City Manager, or department head with respect to that department, are disqualified from holding any appointive office or employment during the term of which said elective or appointive officer was elected or appointed: spousal equivalent, child, parent, grandchild, grandparent, brother, sister, half-brother, half-sister, or the spousal equivalent of any of them. All relationships shall include those arising from adoption. This Section shall in no way disqualify such relatives or the spousal equivalent who are bona fide appointive officers or employees for the City at the time of the election or appointment of said official.

Per Article XI of the City Charter. Council may only appoint with unanimous consent of the body.

ATTACHMENTS: Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-139 Postponed
July 26, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>NAME</u>	<u>BOARD</u>	<u>EXPIRATION</u>
Valory Brown (New Appointment) 453 Ainsworth Circle Ypsilanti, MI 48197	DDA	7/1/2025

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 26 day of July 2022

#Resolution No. 2022-139 Postponed



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Christopher Jacobs
DATE: July 26, 2022
SUBJECT: MJ's Mushroom Installation at Prospect Park

DESCRIPTION:

MJ's Mushroom Installation at Prospect Park

SUMMARY:

Early this summer staff was contacted about a proposal at Prospect Park for a temporary 3D art installation by Artist Jessica Reitmeyer. Jessica has included examples of the artwork which can be simply described as colorful glass mushrooms. Prospect Park was chosen because there is a large dried up rain garden area named "Luna Lake" that would provide the perfect setting for the installation since the area needs to be relatively flat and this area of the park is not mowed.

The idea started as a way to recycle pieces of art that could not be sold because of slight imperfections. Jessica reheats and reworks the existing objects into a new, more organic form and the Mushroom emerged. This was at the start of the Covid-19 pandemic when art was disappearing, museums were closing, and folks were engaging in outdoor spaces more. This inspired Jessica to create art that is accessible, outside, and free for all to find. This evolved into the idea of putting one glass mushroom in a publicly accessible area in every state in the US. There are currently 48 mushroom installations completed across the United States, US territories and internationally as well. There are 11 more US States to be installed, and Jessica has individuals who have volunteered in each of those states to install them. An unexpected benefit of this project is the act of collaboration. People have begun interacting with Jessica's art, moving mushrooms and sharing them with others both in real life and on instagram. This has generated a diverse following on social media, with individuals from around the world reaching out to volunteer to install in their local community.

In summary, MJ's Mushrooms will culminate with a large-scale installation project of ~100 rainbow-colored mushrooms installed in Prospect Park August 6, 2022 to October 8, 2022. They will be placed as if they were organically coming out of the earth in an 8ft by 8ft block of ground. The installation also includes a placard at the installation that explains the project and describes safety precautions to take around glass art.

RECOMMENDED ACTION: Approve

ATTACHMENTS: Mushroom photos

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-173
July 26, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City Council has determined that the creation and presence of public art will advance the interests of the city, improve the aesthetic quality of public spaces and structures, provide cultural and recreational opportunities, contribute to the local heritage, and promote the general welfare of the community.

WHEREAS, The City Council wishes to encourage and promote art in the city, cultivate a community culture and environment that embraces and nurtures artistic and creative assets, and promote the city policy of pride, diversity and heritage; **and**

WHEREAS, as tasked by City Council §79-3(c) of the City of Ypsilanti Code of Ordinances, the Arts Commission has reviewed the proposed art installation and finds it satisfactory with the Commissions review guidelines, and compliant with the City of Ypsilanti's Public Art Policy.

NOW THEREFORE BE IT RESOLVED THATCity Council approves the temporary Public Art Installation, MJ's Mushrooms, by artist Jessica Reitmeyer in Prospect Park between August 6, 2022 and October 8, 2022.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 26 day of July 2022

#Resolution No. 2022-173















07/14/2022

RESOLVED BY THE ARTS COMMISSION OF THE CITY OF YPSILANTI:

WHEREAS, The Arts Commission has determined that the creation and presence of public art will advance the interests of the city, improve the aesthetic quality of public spaces and structures, provide cultural and recreational opportunities, contribute to the local heritage, and promote the general welfare of the community.

WHEREAS, The Arts Commission wishes to encourage and promote art in the city, cultivate a community culture and environment that embraces and nurtures artistic and creative assets, and promote the city policy of pride, diversity and heritage; and

WHEREAS, Arts Commission has reviewed the proposed art installation and finds it satisfactory with the Commissions review guidelines, and compliant with the City of Ypsilanti's Public Art Policy

NOW THEREFORE BE IT RESOLVED THAT The Arts Commission approves the temporary Public Art Installation, MJ's Mushrooms, by artist Jessica Reitmeyer in Prospect Park between August 6, 2022 and October 8, 2022 and recommends approval by City Council or the City Manager.

OFFERED BY: Commissioner McAtee

SUPPORTED BY: Commissioner Wolfe

YES: 4

NO: 0

ABSENT: 1 (Seagraves)

VOTE: Passes



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Christopher Jacobs
DATE: July 26, 2022
SUBJECT: University Musical Society Memorandum of Understanding Amendment

DESCRIPTION:

University Musical Society Memorandum of Understanding Amendment

SUMMARY:

City Council approved a Memorandum of Understanding between University Musical Society and the City of Ypsilanti regarding the Ypsilanti Freighthouse on May 24, 2022 and the following changes have been proposed for amending that agreement.

RECOMMENDED ACTION: Approval of attached resolution and MOU

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-174
July 26, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City owns the Ypsilanti Freighthouse Plaza, located at 100 Market Place; and

WHEREAS, University Musical Society has established itself as a premier arts organization in southeast Michigan and expressed interest in an annual residency to offer 5.5 weeks of programming at the Ypsilanti Freighthouse in 2023 and 8 weeks in 2024; and

WHEREAS, the City is interested in cooperating with University Musical Society to ensure equitable and prioritized access for Ypsilanti residents to enjoy programming during the proposed residency periods and the proposed agreement meets the financial interests of the City while protecting its priorities including the ability to generate revenue from private events, offer the Freighthouse as a daytime warming center, and organize community event programming during the months UMS is not in residency; and

NOW, THEREFORE, be it resolved that the city enter the attached Memorandum of Understanding with University Musical Society for use of the Freighthouse during the months of April and September in 2023 and 2024.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 26 day of July 2022

#Resolution No. 2022-174

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF YPSILANTI AND UNIVERSITY MUSICAL
SOCIETY FOR USE OF THE YPSILANTI FREIGHTHOUSE**

This agreement is entered into on this 24th day of May 2022, by the City of Ypsilanti, a Michigan Home Rule City located at 1 South Huron Street, Ypsilanti, MI 48197 (hereinafter "City") and University Musical Society, a non-profit located at [fill in address here] (hereinafter "UMS").

WHEREAS, the City owns the Ypsilanti Freighthouse Plaza, located at 100 Market Place; and

WHEREAS, University Musical Society has established itself as a premier arts organization in southeast Michigan and expressed interest in a partnership to offer 5 1/2 weeks of programming at the Ypsilanti Freighthouse in 2023 and 8 weeks in 2024; and

WHEREAS, the City is interested in cooperating with University Musical Society to ensure equitable and prioritized access for Ypsilanti residents to enjoy programming during the proposed residency periods and the proposed agreement meets the financial interests of the City while protecting its priorities including the ability to generate revenue from private events, offer the Freighthouse as a daytime warming center, and organize community event programming during the months UMS is not in residency; and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the agreements of the Parties hereto, the City and UMS mutually agree as follows:

2022 Memorandum of Understanding

**UNIVERSITY MUSICAL SOCIETY
&
CITY OF YPSILANTI**

As the renter of the Ypsilanti Freighthouse, UMS is wholly responsible for the following:

FUNDING

1. Providing and funding appropriate market staff for weekly management of the operations of the Freighthouse, set-up/ tear-down, collecting any fees, managing volunteers, etc.
2. UMS will provide the City \$4,500 per week (\$18,000 per four-week residency or \$36,000 annually assuming two, four-week residencies as a baseline).

OPERATIONS

1. Recruiting volunteers and performers, managing artist relations; development of all programming during residencies
2. Enforcing Freighthouse Building Policies and Regulations, including applicable local, state, & federal laws
3. Managing all finances related to the programming offered at the Freighthouse during residencies including operating supplies, payments to artists, etc.
4. Securing the facility between uses including locking and security alarm protocols.

5. UMS will prioritize access for Ypsilanti residents and we have been discussing a range of ways to achieve this, from special (low-cost) pricing for residents with a ceiling of \$10, to making all UMS offerings free to residents. UMS has communicated its core purpose in offering programming at the Freighthouse would be for the local community's benefit.
6. UMS will not rent the space to third parties during residencies. They plan to fully staff the Freighthouse during residency periods. UMS will work in partnership and collaboration with a variety of Ypsilanti based organizations from social service organizations to libraries to local business. As such, they may offer programming at other venues in the city in addition to work at the Freighthouse.

MARKETING AND EVALUATION

1. Developing and leading marketing strategy, including promotion of the programming offered at the Freighthouse during residency periods. City of Ypsilanti logo and name shall be featured on marketing materials for programming offered at the Freighthouse
2. Performing all program evaluation, including collection of data, surveys in order to report back to stakeholders, boards, artists and community on the state and impact of the pilot program.

COMMUNITY RELATIONS

1. Fostering relationships with Depot Town businesses to better support each other.
2. Apply for relevant permits from the City of Ypsilanti
3. Providing Liability Insurance for the City of Ypsilanti is named as additionally insured.

Under this agreement, the City of Ypsilanti, will:

1. Provide the Freighthouse in April and September 2023 and 2024 for 8 weeks total each year assuming agreeable dates can be found and make keys and training available to UMS staff for properly locking and utilizing the space.
2. Pay all utilities during UMS residencies periods
3. Provide the necessary landscaping to ensure the plaza is safe for people of all ability levels to walk on

This agreement is valid for the 2023-2024 calendar years.

CITY OF YPSILANTI

Dated:

UMS

Dated:

Lois Allen-Richardson
Mayor of Ypsilanti

Matthew VanBesien
President & CEO

Dated:

Andrew Hellenga
Clerk of the City of Ypsilanti



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: July 26, 2022
SUBJECT: Recycling Partnership and the City of Ypsilanti for the purchase of recycling carts and educational and outreach programs.

DESCRIPTION:

Recycling Partnership and the City of Ypsilanti for the purchase of recycling carts and educational and outreach programs.

SUMMARY:

The City of Ypsilanti has been awarded two grants for the purchase of recycling carts for eligible households in the City. The first grant agreement was for an EGLE Recycling and Infrastructure Grant. This grant was for \$252,870 and the agreement for it was approved in April by City Council. The second grant was a grant from the non-profit organization, the Recycling Partnership, for a projected amount of \$80,840. The grant will provide no more than \$15 per cart purchased and up to \$1 per housing unit for supporting education and outreach materials. The recycling carts have to meet certain specifications as listed in the grant contract and there are requirements for public outreach prior to the carts being delivered. This public engagement includes, informational mailers, the creation of an informational packet to be delivered with the carts, and implementation of anti-contamination strategies if they are found to be necessary. We may also utilize their in kind services to expand outreach by developing items such as refrigerator magnets, public activation events, and social media boosting.

We requested funding in this grant for the purchase of additional carts for spares and for the implementation of an opt in program for multifamily parcels with 5 to 8 housing units. This option can be discussed further at a later meeting. Also included in the scope of work is the option for the city to move from weekly collection to collection every two (2) weeks. This can be implemented as a cost savings measure in the future and should be considered.

The scope of the grant includes the purchase of 96 gallon recycling carts for all properties eligible for our curbside collection program. This includes properties with one to four housing units on the parcel. This proposal also includes the purchase of additional carts for an opt in multifamily program for properties with up to eight (8) housing units. Upon approval staff will

be working with the recycling partnership regarding outreach and a cart manufacturer regarding the logistics of the manufacture and delivery of these carts.

This grant agreement has been reviewed and approved to form by the City Attorney.

RECOMMENDED ACTION:

Staff recommends City Council authorizes the City Manager to sign the grant agreement between the City of Ypsilanti and the Recycling Partnership for the purchase of recycling carts and to provide educational and outreach efforts in support of this purchase.

ATTACHMENTS: Grant agreement, award letter

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-175
July 26, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti has been awarded a grant for the purchase of recycling carts for eligible properties in the city from the non-profit, the Recycling Partnership; and,

WHEREAS, an agreement has been provided to identify the roles and responsibilities of the City and the Recycling Partnership; and,

WHEREAS, the grant will allow the city to purchase recycling carts, furthering the city's goal to increase the volume of recycling within the community;

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti authorizes the City Manager to sign the grant agreement, subject to review by the City Attorney.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 26 day of July 2022

#Resolution No. 2022-175



125 Rowell Court
Falls Church, VA 22046
864.760.8828
RECYCLINGPARTNERSHIP.ORG

RECYCLING PARTNERSHIP GRANT AGREEMENT

This Grant Agreement is hereby made and entered into on the last date of execution below (“Effective Date”), by and between The Recycling Partnership, Inc. (“The Partnership”) and City of Ypsilanti, Michigan (“Grantee”), which are referred to collectively herein as the “Parties” and individually as a “Party.”

1. Grant Agreement Documents; Entire Agreement: This Grant Agreement consists of this document and its attachments: (a) Terms and Conditions (Attachment A), and (b) Work Plan (Attachment B). This Grant Agreement comprises the entire agreement between the Parties and supersedes any and all previous and contemporaneous agreements and representations, whether oral or written.

2. Term: The Grant Agreement shall be effective during the Grant Period, which begins on the Effective Date and ends on January 31, 2024 unless the Parties agree to amend the Grant Agreement as provided in Paragraph 8.

Commented [VL1]: A&D is anticipated for Nov 2022. Term extends a full year beyond A&D and cart-based collections to ensure adequate time for quarterly reporting requirements and final grant close-out.

3. Grantee’s Duties: Subject to Paragraph 10 hereof, the Grantee shall take reasonable and appropriate steps to substantially complete the Work Plan as set out in Attachment B and under the conditions set forth in Attachment A.

4. Duties of Partnership and Grantee: The Partnership shall make cash grants to the Grantee in an amount not to exceed EIGHTY THOUSAND EIGHT HUNDRED FORTY DOLLARS (\$80,840) to support the purchase of recycling carts and educational and outreach efforts with the goal of improving and enhancing Grantee’s residential curbside recycling program (“Cash Grants”). The details of the Cash Grants and the anticipated costs and expenditures associated with this grant project are detailed in the section f, Project Budget and Grant Funding, of Attachment B.

In addition to the Cash Grants, during the Grant Period The Partnership shall also provide the Grantee with access to resources, Partnership staff time, and other in-kind services with an estimated value of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000). The purpose of these in-kind services is to support the Grantee’s public recycling program through the provision of technical support for strategic planning, program assessment, and recycling education and outreach including graphic design customization. The amounts set forth below represent The Partnership’s intended distribution of

in-kind resources to the Grantee.

Description of In-Kind Resources from The Recycling Partnership	Projected Value
Access to Recycling Partnership educational campaign materials	Up to \$100,000
Dedicated technical assistance and outreach campaign design support from Partnership staff	Up to \$25,000
Total projected value of in-kind assistance and support	Up to \$125,000

In exchange for the Cash Grants and in-kind resources from The Partnership, the Grantee will (i) commit staff time and resources for the planning and implementation of the project that is the subject of this Grant Agreement, including producing and distributing educational materials, conducting recycling program operations, supporting research and program analysis, and providing additional support as the project requires in the Work Plan as set out in Attachment B, and under the conditions set forth in Attachment A.

Subject to Paragraph 10 hereof, the Grantee will take reasonable and appropriate steps to substantially complete the Work Plan in accordance with the Anticipated Implementation Timeline described in the Work Plan.

5. Distribution Provisions: The Partnership shall distribute Cash Grants to the Grantee to reimburse the Grantee for actual allowable expenditures the Grantee has made or otherwise incurred during the Grant Period (collectively, “Allowable Expenditures” and individually, an “Allowable Expenditure”). An Allowable Expenditure is one associated with work performed or goods or services acquired to complete the Work Plan as set out in Attachment B as determined by The Partnership in its sole and absolute discretion. Excluding the final Cash Grant, The Partnership shall make such distributions to the Grantee within thirty (30) days of receiving from the Grantee invoices prepared as described in Paragraph 6 hereof documenting Allowable Expenditures. Total Cash Grants from The Partnership will not exceed ninety percent (90%) of reimbursable costs until the submittal of a final project report; the remaining ten percent (10%) of reimbursable expenses shall be paid upon final report submittal. Cash Grants may be distributed to the Grantee by check or direct deposit, as the Grantee and The Partnership shall mutually agree prior to the distribution of a Cash Grant.

6. Invoices: As described in section v, Reimbursement, of Attachment A, the Grantee shall submit reimbursement requests to The Partnership, which shall include copies of invoices for Allowable Expenditures for which the Grantee is seeking reimbursement. The Grantee’s final invoices must be received by The Partnership with the Grantee’s Final Report, as described in section u, Reporting and Additional Post Award Requirements, of Attachment A. With respect to all invoices submitted to The Partnership, the Grantee shall provide reasonable and appropriate evidence for The Partnership to determine the actual amounts paid by the Grantee for work and services associated with Allowable Expenditures, and documentation that provides evidence of payment by the Grantee for all Allowable

Expenditures submitted. In addition to supporting documentation, the Grantee shall provide a summary of the expenses paid by the Grantee in a table or spreadsheet outlining the expense, vendor, and the purpose of the expense. Upon delivery of such invoices and documentation, the Grantee will then be eligible for reimbursement of up to ninety percent (90%) of the amount of the Cash Grants to be provided by The Recycling Partnership for Allowable Expenditures and with the final ten percent (10%) available as detailed in Paragraph 5 above.

7. Grant Contacts: Contacts for purposes of this Grant Agreement are set forth below.

Partnership Chief Community Strategy Officer:	Partnership Project Manager:	Grantee Project Manager:
Cody Marshall Telephone: (919) 612-7127 Email: cmarshall@recyclingpartnership.org	Cassandra Ford, Community Program Manager Telephone: (785) 840-4048 Email: cford@recyclingpartnership.org	Ronald Akers, Public Services Director Telephone: (734) 483-1421 Email: rakers@cityofpysilanti.com

8. Changes, Amendments, and COVID-19 Matters: Any change to this Grant Agreement that increases or decreases the amount of the Cash Grants is not effective until approved in writing by the Chief Community Strategy Officer of The Partnership and the Grantee. This Grant Agreement may be amended only in a writing signed by both of the Parties.

As of the Effective Date, each Party intends to undertake all activities detailed in the Grant Agreement. The Parties, however, recognize the uncertainties caused by the COVID-19 pandemic and resulting public health emergency ("Health Emergency") may impact their respective performance hereunder. The Grantee plans to meet all Grantee funded activities in the Grant Agreement and will undertake all reasonable good faith efforts to do so; however, the Grantee cannot guarantee resources will be available. Similarly, The Partnership plans to meet all of its obligations hereunder and will undertake all reasonable good faith efforts to do so; however, The Partnership cannot guarantee that the Health Emergency will not impact its performance hereunder. By way of illustration, but not limitation, The Partnership has adopted various safety protocols, which are intended to ensure that services conducted by third party vendors can be performed safely and which may be more stringent than applicable local, state and/or federal rules, regulations and/or guidelines and/or Centers for Disease Control and Prevention ("CDC") and/or World Health Organization ("WHO") recommendations related to the Health Emergency. Such safety protocols adopted by The Partnership may require that one or more of the activities contemplated herein be suspended and/or terminated. Moreover, one or more third-party vendors may be unable to provide services as contemplated hereunder due to local, state and/or federal social distancing rules, regulations and/or guidelines or CDC and/or WHO recommendations, or if operational impacts due to the Health Emergency make it not feasible for one or more of such services to be conducted by such vendor. Furthermore, due to social distancing guidelines and other operational impacts related to the Health Emergency, the Grantee cannot guarantee that all activities in the Grant

Agreement will be feasible. If either Party or a third-party vendor is unable to meet its responsibilities under the Grant Agreement, or if operational impacts due to the Health Emergency do not make activities of a Party or a third-party vendor set out in the Grant Agreement feasible, such Party or The Partnership on behalf of a third-party vendor, as the case may be, will immediately notify the other Party in writing. At such time, The Partnership can terminate the Grant Agreement or the Parties can mutually agree to modify this Grant Agreement. If the Grant Agreement is terminated by The Partnership, all reimbursable expenses incurred by the Grantee up to the termination date and incurred in good faith to fulfill the Grantee's obligations hereunder may be reimbursed to the Grantee by The Partnership pursuant to Paragraph 5 hereof.

9. Signature Warranty: Each of the undersigned represents and warrants that he or she is authorized to execute this Grant Agreement.

10. Appropriations Limitation: All expenditures and other performance by the Grantee under this Grant Agreement are subject to appropriations by the City Council of the Grantee. Consequently, this Grant Agreement shall bind the Grantee only to the extent the Grantee appropriates sufficient funds for the Grantee to perform its obligations hereunder.

[The balance of this page is intentionally left blank.]

The parties have executed this Grant Agreement as of the Effective Date.

Commented [VL2]: Please update with whomever will have the authority to sign on behalf of the City. If the City needs the signature page to be formatted differently then we are open to adjustments.

The Recycling Partnership, Inc.

By: _____

Rob Taylor, Senior Director of Grants and Community Development

DATE: _____

City of Ypsilanti, Michigan

By: _____

Frances McMullan, City Manager

DATE: _____

Attachment A: Terms and Conditions

a. Termination: Either Party may terminate the Grant Agreement in writing with thirty (30) days' notice to the other Party. If the Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, The Partnership may provide written notice to the Grantee of its intent to terminate the Grant Agreement. Such notice shall specify the reasons for termination and allow the Grantee thirty (30) days to mitigate any specified reasons. If the Grantee fails to cure, as determined by The Partnership in its sole discretion, The Partnership may terminate this Grant Agreement by giving written notice to the Grantee of such termination and the effective date of such termination. In such event, the Grantee may receive Cash Grants equal to the total amount of actual Allowable Expenditures paid or entered into in good faith and subject to the other terms and conditions of this Grant Agreement that were incurred by the Grantee prior to receipt of a notice of termination from The Partnership and submitted for reimbursement within thirty (30) days of such receipt date in accordance with Paragraphs 5 and 6 of this Grant Agreement.

b. Notices: All notices required by the terms of this Grant Agreement to be sent to The Partnership must be delivered by email with a read receipt requested to cmarshall@recyclingpartnership.org with a copy to cford@recyclingpartnership.org.

Commented [VL3]: Please add others here as needed

All notices required by the terms of this Grant Agreement to be sent to the Grantee must be delivered by email with a read receipt requested to the Grantee's Project Manager, Ronald Akers, at rakers@cityofypsilanti.com.

c. Recycled Paper: The Partnership encourages the Grantee, if cost effective, to have all publications produced as a result of this Grant Agreement be printed double-sided on recycled-content paper with minimal thirty percent (30%) post-consumer recycled content.

d. Lobbying: The Grantee shall not use or appropriate any Cash Grant to carry on propaganda or otherwise attempt to influence legislation.

e. Compliance with Work Plan: The Grantee shall substantially adhere to the timeline and objectives detailed in the Work Plan as set out in Attachment B and strive to make sufficient progress toward fulfilling such timeline and objectives.

f. Extensions: The Partnership may grant extensions of time for the Grantee to perform its obligations hereunder, but such extensions are not guaranteed. If the Grantee desires an extension, the Grantee shall submit a written request to the Chief Community Strategy Officer of The Partnership at least sixty (60) days prior to the end of the Grant Period.

g. Retroactive Costs: Costs incurred before the Grant Period are not eligible for reimbursement unless approved in writing by the Chief Community Strategy Officer of The Partnership.

h. Travel Expenses: Cash Grants from The Partnership may not be used for travel expenses without prior written approval from the Chief Community Strategy Officer of The Partnership.

i. Technical Assistance: The Grantee agrees to work with The Partnership during the design, implementation and monitoring of the program improvements, both educational and operational, during the Grant Period.

j. Collection Frequency: The Grantee must provide residents with a recycling program under which recyclables are collected on a weekly or every other week basis. Collection frequency impacts cart size as follows:

- Weekly collection: minimum of 64+ gallon recycling cart is required.
- Every other week collection: 93+ gallon recycling cart size is required.

The Grantee, at its discretion, may distribute recycling carts that are smaller than required above but such carts will not be eligible for grant funding.

k. Cart Distribution: The Grantee must distribute carts for recycling collection free of additional charge to residents beyond standard monthly utility rate for waste and recycling services and in accordance with existing policies and procedures of the Grantee. The distribution of recycling carts for residences within structures containing one (1) to four (4) housing units (“Single-Family Households”) shall be automatic and comprehensive, whereas the Grantee will support the distribution of recycling carts for residences within structures containing five (5) to eight (8) housing units (“Small Multi-Family Households”) on an opt-in basis. Property managers of Small Multi-Family Household structures will have the opportunity to opt into the Grantee’s curbside recycling collection program on behalf of the housing units within their structures. Individual residences within Small Multi-Family Households will not be expected or required to opt into the curbside recycling program individually.

Grantee has established policies about recycling cart distribution that limit the number of recycling carts that may be distributed to Single-Family Households in structures with more than one housing unit per structure and to Small Multi-Family Households. These policies and the resultant impact on the projected number of carts distributed and thus the amount of Cash Grants are described in greater detail in section f, Project Budget and Grant Funding, of Attachment B.

l. RFID (Radio Frequency Identification) Tags: The Grantee must acquire and distribute

recycling carts with embedded RFID tags.

m. Recycled Content Requirement: The Grantee must acquire and distribute recycling carts that have been manufactured with a minimum of five percent (5%) residential post-consumer recycled plastic content based on the weight of the entire mass of the body, lid, and wheels. To qualify as residential post-consumer content, the reclaimed plastic must have been generated by a household and collected for recycling by a curbside or drop-off recycling program. This content requirement cannot be met through the use of post-industrial plastics or plastic sourced from end-of-life carts or bins.

n. Material Collection and Management of Recyclable Materials: The Grantee shall provide a listing of the materials currently accepted for recycling. After a review by The Partnership of recycling materials already accepted by the Grantee, the Grantee shall work with its Materials Recovery Facility ("MRF"), hauler (if applicable) and The Partnership and/or a contractor hired at The Partnership's expense to evaluate the current mix of recycling materials collected residentially and consider the inclusion of other recyclable materials as appropriate in curbside collection.

The Parties agree that recyclable materials meeting reasonable contamination standards established by the Grantee and Grantee's MRF operator that are collected for recycling by the program benefitted by Cash Grants made pursuant to this Grant Agreement will be delivered to a reputable processor for recycling and recovery. The Grantee shall work in good faith with The Partnership to address any issues related to the recycling and/or recovery of such materials with the goal that properly prepared recyclable materials collected by the Grantee's program will be managed responsibly.

o. Educational Best Practices: When working with communities that are distributing recycling carts The Partnership utilizes a behavior change approach to recycling education that consists of three main components. The key three (3) behavior change educational components include: 1) a direct-to-resident information card/hanger informing them that recycling carts are coming; 2) a kit of information delivered with the recycling cart, which includes an acceptable materials information card/magnet/sticker, an introductory letter, service calendar, etc.; and 3) a plan for the use of oops/congrats tags or other anti-contamination strategies to reinforce correct recycling behavior after carts have been delivered. At a minimum, The Partnership requires that Cash Grants allocated for education and outreach be used for the procurement of these key three (3) items unless otherwise agreed in writing by the Parties. To support an effective campaign, The Partnership encourages the Grantee to select at least two (2) additional awareness communication components, such as digital and/or print advertisements, festival/event kit, billboards, truck signage, etc. Finally, The Partnership requires the Grantee to update its website to communicate the basics of the cart roll out to its citizens and community and that such website include at a minimum a listing of acceptable materials and how to get additional

information about the recycling collection schedule.

p. Publicity and Press Events: The Grantee may make information regarding this Grant Agreement and the associated grant project public at any time after the agreement has been fully executed and in a manner which it deems appropriate. This requirement is not intended to limit or otherwise restrict Grantee's public information obligations or requirements, and is instead intended to allow the Parties to coordinate around public announcements about the project. Grantee agrees to cooperate with reasonable efforts by The Partnership to publicize the grant, including, but not limited to designating a suitable representative to appear on behalf of Grantee at publicity events, providing relevant and pertinent information to include in press releases and distributions, and responding as appropriate to relevant and pertinent press inquiries. The Partnership agrees to give reasonable notice to the Grantee's Grant Contacts regarding any such publicity / press events.

q. Graphic Design Edits: The Partnership will work with the Grantee to customize educational materials to fit the needs of the Grantee's campaign in accordance with the timeline established by the Parties. The Grantee must give at least five (5) days' notice for any edits or changes to educational materials that are to be conducted by The Partnership. If the Grantee uses a third-party service provider for the design of education and outreach materials, The Partnership will cooperate with the third-party service provider by providing access to Partnership tools, artwork, and images for use by such third-party provider. The Partnership will not, however, provide customized design services to such a third-party service provider. The Partnership will work with the Grantee on campaign materials and will provide two (2) rounds of edits to the graphic design of these materials. Additional rounds of editing on graphic design materials may be provided by mutual agreement between the Parties. The project timeline may be delayed if there are approval delays during the two rounds of edits. This may result in the extension of the deadline of project completion. It is a best practice to have one Grantee staff member serve as the point of contact for the Grantee and collect all approvals and edits to educational materials to give back to The Partnership for graphic design completion. Print buying and approvals are the sole responsibility of the Grantee.

r. Logo Usage: The Grantee shall use The Partnership logo with the phrase "Funded in part by" on all education materials associated with the project that is the subject of this Grant Agreement, unless otherwise prohibited by law. When a Partnership project is funded by one or more other funders, then, in addition to The Partnership logo, such funders may also need to be acknowledged by the Grantee in communications materials with the "Funded in part by" language, and the use of one or more funder logos may be requested, with the final acknowledgment to be developed by mutual agreement between the Parties. Prior to finalization, The Partnership requires proof review of any campaign materials developed by the Grantee or a third party that uses campaign images, graphics or logos of The

Partnership and any other funders. Upon presentation of materials for review, The Partnership agrees to review proofs and provide feedback within five (5) business days, or it shall lose the right to require the use of The Partnership logo, and the logos of any additional funders and associated use of the “Funded in part by” phrasing. The Partnership understands that under no circumstances may the Grantee appear to be endorsing or advertising on behalf of a private business.

s. Compliance with Patent, Trademark and Copyright Laws: The Parties agree that all work performed under this Grant Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes. The Parties further agree that neither will use any protected patent, trademark or copyright in performance of their respective work unless a Party has obtained proper permission and all releases and other necessary documents.

t. Electronic Signatures and Electronic Records: The Partnership consents to the use of electronic signatures by the Grantee. The Grant Agreement, and any other documents requiring a signature under the Grant Agreement, may be signed electronically by the Grantee in the manner specified by the Grantee. The Parties agree not to deny the legal effect or enforceability of the Grant Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Grant Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

u. Reporting and Additional Post-Award Requirements: The Grantee shall comply with reporting requirements, including:

- The Grantee shall provide The Partnership, within fifteen (15) days of the Effective Date, a notice as set out in section b hereof with the Grantee’s employer identification number, as that term is defined in Treasury Regulations section 301.7701-12, and was assigned to the Grantee by the Internal Revenue Service pursuant to (i) Code Section 6011(b), (ii) corresponding provisions of prior law, or (iii) Code Section 6109, and which consists of nine digits separated by a hyphen in the following format: 00-0000000.
- In order to establish a baseline for measurement of project success, the Grantee shall provide The Partnership with monthly waste and recycling tonnage data for at least the twelve (12) month period immediately before the project that is the subject of this Grant Agreement is initiated. If such data is not available, then Grantee agrees to work with The Partnership to help develop estimates for waste and recycling tonnage data for the baseline period.
- The Grantee shall deliver to The Partnership monthly waste and recycling data reports on a quarterly basis for the later of (i) through the end of the Grant Period as defined in Paragraph 2 of the Grant Agreement and (ii) one (1) calendar year beyond the date of the implementation of the project that is

the subject of this Grant Agreement. Such reports shall be submitted electronically to The Partnership via a reporting system and format established by The Partnership.

- The Grantee shall establish an account with the Municipal Measurement Program (“MMP”) system for annual reporting. Reporting in the MMP system is free and involves entering annual tonnage data and answering questions about waste and recycling programs and services through a web-based analytical tool. The Grantee, upon finalization of this Grant Agreement, shall submit waste and recycling data about their most recently completed annual period into the MMP system, and to aid in the tracking of the long-term impacts of the work conducted, the Grantee commits to reporting annually in the MMP system for five (5) years following the term of this Grant Agreement.
- The Grantee shall submit to The Partnership for review a draft Final Report at least thirty (30) days prior to the end of the Grant Period. The Partnership will provide the required format for the Final Report and will provide feedback to the Grantee about the draft Final Report, including necessary changes and points of clarification, within fourteen (14) days of receipt of the draft Final Report, and a Final Report is required to be submitted within sixty (60) days of the end of the Grant Period.
- The Grantee shall submit to The Partnership documentation from the Grantee’s cart manufacturer providing assurance that the recycling carts purchased with the assistance of Cash Grants have been manufactured with a minimum of five percent (5%) residential post-consumer recycled plastic content meeting the standard described in section m, Recycled Content Requirement.
- Additional reporting requirements may be included in Work Plan set out in Attachment B.

v. Reimbursement: As set out in Paragraph 5 of the Grant Agreement, Cash Grants will be distributed by The Partnership on a reimbursement basis. When seeking reimbursement for grant related expenditures, the Grantee must utilize the format provided by The Partnership. When submitting reimbursement requests, the Grantee must include a copy of any invoices or receipts for which the Grantee seeks reimbursement from The Partnership. All invoices should be accompanied by associated proof that the Grantee made payment for the invoices in question. Acceptable proof of payment includes copies of canceled checks or Grantee finance system reports showing that the payment was made.

The Partnership shall reimburse the Grantee for actual Allowable Expenditures with The Partnership retaining ten percent (10%) of the amount of the Cash Grants until all grant related activities are completed and all reports are received and accepted. The remaining ten percent (10%) of reimbursable expenses shall be paid upon completion of a satisfactory Final Report as described in section u, Reporting and Additional Post-Award Requirements.

The Partnership may withhold making Cash Grants if the Grantee does not meet its reporting obligations as set out in section u, Reporting and Additional Post-Award Requirements.

Attachment B: Work Plan

a. Background: Grantee currently operates a curbside recycling program with collection and transportation of recyclables conducted by Grantee staff and vehicle fleet. This recycling program provides 25-gallon bins to all curbside-eligible Single-Family Households, which number approximately 5,085 housing units across 4,059 structures, and runs on a weekly collection frequency. Materials collected by this program are currently sent to the Recycle Ann Arbor MRF in Ann Arbor, Michigan. Grantee staff estimate that the curbside recycling program serving the Grantee's residents collects approximately 548 tons of recyclables annually.

In an effort to modernize and expand the Grantee's curbside recycling collection program, the Grantee intends to distribute 96-gallon recycling carts to all curbside-eligible Single-Family Households in its jurisdiction. Additionally, Grantee intends to allow curbside-eligible Small Multi-Family Households, which number approximately 755 housing units across 122 structures, to opt into the recycling collection program and receive 96-gallon recycling carts. The Grantee also plans to adjust the program's collection frequency to every-other-week for all curbside-eligible households. The purpose of this grant is to support the Grantee's implementation of cart-based curbside recycling in the fall and winter of 2022.

b. Project Description: With the support of grant funding and assistance from The Partnership, the Grantee will distribute recycling carts to all curbside-eligible Single-Family Households within the Grantee's jurisdiction and implement an every-other-week cart based curbside recycling system that will be automatically available to these residences. Grantee will also expand curbside recycling collection eligibility to Small Multi-Family Households whose property managers opt into the upgraded cart-based curbside recycling system. The Grantee will distribute recycling carts as set out in section k, Cart Distributions, of Attachment A and as further set out in section f, Project Budget and Grant Funding, below. The goal is for Grantee to broadly adopt a uniformly sized recycling cart as the standard while accommodating those households and citizens with special needs. In addition, with support from The Partnership, the Grantee will implement a jurisdiction-wide education and outreach campaign to support its curbside recycling program.

c. Measurement Plan: The Grantee will implement a system for tracking the number of Single-Family Households eligible to receive curbside recycling service along with the number of Single-Family Households that have been issued a recycling cart. Grantee will separately track the total number of Small Multi-Family Households within its jurisdiction, the number of recycling carts issued to structures containing Small Multi-Family Households, and the number of individual housing units receiving recycling collection as a result of its Small Multi-Family Household opt-in system. As possible, Grantee will work to measure the curbside recycling set out rate for each of the recycling

routes serving its jurisdiction, and as this data is available Grantee shall share it with The Partnership. The Grantee will also implement a system for tracking monthly tonnage data for municipal solid waste and curbside recyclables, with the particular goal of measuring waste and recyclables generated by and collected from curbside recycling eligible households. Required reports transmitting the number of households receiving curbside recycling services, monthly tonnage data and other project elements will be provided to The Partnership as outlined in section u, Reporting and Additional Post-Award Requirements, of Attachment A.

To the degree possible and as opportunities arise and resources allow, the Grantee will also work with The Partnership and the Grantee's MRF operator to evaluate contamination and capture rates of recovered materials and this data will be shared with The Partnership when and if it becomes available. It is further possible, but not required, that The Partnership may present the Grantee with the opportunity to collaborate in a Partnership-funded study to assess pre and post implementation capture rates for individual recyclable materials. Such a study, if conducted, will be planned in collaboration with Grantee, and Grantee will have access to results of this measurement work.

d. Public Outreach Plan: The Grantee will work closely with The Partnership to develop and implement an effective education and outreach campaign in support of the Grantee's curbside recycling program utilizing the approach outlined in section o, Educational Best Practices, of Attachment A. Technical support will be provided by The Partnership as set out in this Grant Agreement. The Grantee will partner closely with The Partnership to maximize the educational efforts and materials developed during this campaign.

This educational effort will focus on educating residents about how to recycle with carts and will also work to ensure that residents are informed of what is acceptable and not acceptable in the recycling carts. A heavy emphasis of this campaign will be around how to prepare materials for recycling collection and ensuring that residents know their curbside recycling collection schedule and service day given the change in collection frequency. The Grantee will also conduct a campaign to inform the property managers of structures containing Small Multi-Family Households and the residents of Small Multi-Family Households about the option to opt-in to recycling collection services. The recycling educational effort will target all curbside recycling households in the Grantee's service jurisdiction, including those residents of Small Multi-Family Households whose property managers do not opt into the curbside recycling collection program, and will at a minimum utilize these supporting tools:

- Direct to resident "Carts are Coming" informational mailers for all Single-Family Households
- Specific instructions for residents living in Small Multi-Family Households who are interested in their structures opting into the recycling program;
- A packet of information about recycling to be delivered with the recycling cart to all residences that receive a recycling cart; and

- The implementation of anti-contamination strategies, as needed, to reinforce correct recycling behavior.

In addition, and as agreed upon by the Parties, outreach efforts may be expanded to include some or all of the following outreach elements:

- Refrigerator magnets with information about recycling service and collection day,
- Public activation event to drive citizen engagement in recycling;
- Social media boosting;
- Paid advertisements; and/or
- Other strategies determined effective by the Parties.

e. Anticipated Implementation Timeline: The Parties agree to develop and maintain a detailed Project Timeline providing milestones in the implementation of the project. The anticipated key dates in the project are as follows:

- June 2022– Initiate planning for education and outreach campaign and support the implementation planning of cart-based curbside recycling;
- September / October 2022– Begin public-facing education and outreach efforts to support the launch of cart-based curbside recycling collection and encourage property managers of buildings with Small Multi-Family Households to opt into the curbside recycling collection program;
- November 2022– Launch and complete distribution of recycling carts and information packets to all eligible residences;
- December 2022- Implement jurisdiction-wide cart-based curbside recycling collection.

The Parties acknowledge the difficulty of predicting the exact dates for implementation of the various elements of this project. With this in mind, the above dates are intended as milestones, and with the understanding that if unanticipated changes or delays in the above schedule occur, then the Parties agree to revisit the timeline and adjust as necessary to pursue the successful implementation of the project as described in section b, Project Description, above. In addition, and as necessary, the Parties may modify the Grant Period as set out in Paragraph 2 of the Grant Agreement.

f. Project Budget and Grant Funding: The Partnership’s Residential Curbside Recycling Cart Grant Program provides grant funding of no more than \$15.00 per qualifying curbside recycling cart and up to \$1.00 per housing unit for supportive education and outreach materials. Qualifying recycling carts meet the conditions defined in sections j, k, l and m of Attachment A. The actual amount of Cash Grants may vary based on the actual number of carts distributed as well as the total number of residences served by the curbside recycling program as determined at the time of cart distribution and as verified by the Grantee’s staff and documents provided pursuant to Paragraph 6 of the Grant Agreement.

As described in section k, Cart Distributions, of Attachment A, Grantee has established policies about recycling cart distribution that limit the number of recycling carts that may be distributed to Single-Family and Multi-Family Households. In the case of Single-Family Households with more than one housing unit within a single structure, Grantee limits recycling cart distribution and requires structure-sharing residences to also share recycling carts. For Small Multi-Family Households, Grantee limits recycling carts to the distribution of one (1) recycling cart for every two (2) housing units located within an individual curbside recycling eligible Small Multi-Family Household structure. Table 1 below illustrates the intended cart distribution schedule for different structures that the Grantee means to execute over the course of this project that is the subject of this Grant Agreement:

Table 1 – Cart Distribution Schedule for Different Structures				
Structure Classification	Number of Housing Units per Structure	Number of Curbside-eligible Structures	Number of Curbside-eligible Housing Units	Recycling Carts per Structure Eligible as Allowable Expenditures
Single-Family Households	One (1)	3,441	3,441	1
	Two (2)	342	684	1
	Three (3)	144	432	2
	Four (4)	132	528	2
Small Multi-Family Households	Five (5)	37	185	3
	Six (6)	44	264	3
	Seven (7)	22	154	4
	Eight (8)	19	152	4

Cash Grants paid for recycling carts will be based on the number of recycling carts distributed to Single-Family Households and participating Small Multi-Family Households, and shall not exceed the amount specified in Table 2 below. Cash Grants for recycling outreach shall be paid at a rate not to exceed \$1.00 per residence and will be based on the total number of curbside-eligible residences served by the curbside recycling program, including those residences of Small Multi-Family Households whose property managers do not opt into the curbside recycling collection program, as verified by the Grantee. The budget for Cash Grants as illustrated below assumes the provision of recycling carts to 5,000 residences across both Single-Family Household and Small Multi-Family Household structures and supportive education and outreach to 5,840 curbside-eligible residences by the Grantee.

The amounts set forth in Table 2 below represent The Partnership's intended distribution of Cash Grants to the Grantee:

Table 2 – Intended Distribution of Cash Grants		
Grant Element	Description	Grant Amount
Recycling Carts for Single-Family Households	Grant funding to support the purchase and distribution of qualifying recycling carts by the Grantee to all curbside-eligible Single-Family Households for automatic every-other-week curbside recycling	\$67,500

	collection services.	
Recycling Carts for Small Multi-Family Households	Grant Funding to support the purchase and distribution of qualifying recycling carts by the Grantee to all Small Multi-Family Households structures that have opted into every-other-week curbside recycling collection services	\$7,500
Education and Outreach Support	Grant funding to implement a recycling education and outreach campaign in support of curbside recycling.	\$5,840
Total		\$80,840

All costs associated with project implementation beyond the direct grant funding from The Partnership will be the responsibility of the Grantee. It is understood that Cash Grants for recycling carts may be combined with local funding as well as grant funding from other sources to purchase and distribute recycling carts. It is also understood that actual expenses may vary depending on a variety of factors, including the number of recycling carts distributed, the number of households served by the curbside recycling program, and the actual expenses associated with the Grantee's education and outreach effort. Upon mutual agreement of the Parties, the final allocation of Cash Grants may be adjusted between expense categories as necessary. The actual amount of Cash Grants will be based on actual reimbursable Allowable Expenditures as outlined in section v, Reimbursement, of Attachment A, and the total amount of Cash Grants shall not exceed the amount specified in Paragraph 4 of the Grant Agreement. Any Cash Grants to the Grantee are subject to the requirements set out in Paragraph 10 of the Grant Agreement. The Grantee shall only invoice and receive reimbursement for actual Allowable Expenditures incurred.



125 Rowell Court
Falls Church, VA 22046

RECYCLINGPARTNERSHIP.ORG

Ronald Akers
City of Ypsilanti, Michigan
1 South Huron Street
Ypsilanti, Michigan 48197

March 7, 2022

Dear Ron Akers,

On behalf of The Recycling Partnership funders and staff I would like to congratulate the City of Ypsilanti on being selected as a Residential Curbside Recycling Cart Grant recipient. As a part of this grant, Ypsilanti will receive direct financial assistance from The Recycling Partnership in the projected amount of \$80,840. In addition to this grant funding, Ypsilanti will also receive a wide range of technical assistance and in-kind support from The Recycling Partnership as we work to support your implementation of community-wide cart-based curbside recycling.

By accepting this grant, Ypsilanti will join a distinguished and growing list of communities that have successfully taken advantage of grant funding from The Recycling Partnership to improve their public recycling programs. At The Recycling Partnership we work hand in hand with communities and our funders to transform recycling for good, and the close partnerships that we develop with our grantee communities are living examples of this collaborative approach. We couldn't be more excited about the opportunity to work with the City of Ypsilanti as your community finalizes its plans to implement this important investment in your public recycling system.

In the coming weeks I will be sending you a draft grant contract agreement for review and eventual signature. The contract will have an anticipated term that begins as soon as the agreement is executed and extends for a full year beyond the implementation of recycling with carts. Moving forward, I will work with you to finalize the grant agreement, and as we get closer to your planned implementation a team of Recycling Partnerships staff will engage with key Ypsilanti personnel to fine tune the project timeline and begin detailed planning for our work together.

I will be in touch again soon, though please feel free to reach out if you have any questions in the meantime. Thank you very much, and again, congratulations!

Sincerely,

Vincent Leray, Grant Development Manager
The Recycling Partnership
Email: vlaray@recyclingpartnership.org
Phone: 662.640.8571

Board and Commission Application for Reappointment

First Name	Julia
Last Name	Collins
Address	206 Oak Street
City	
State	MI
Zip Code	48198
Phone Number	
Email Address	
Board or Commission of Reappointment	Parks & Recreation
Number of Terms Served	1
Did you hold a Position of Leadership?	No
During your time, how did you assist your Board or Commission to achieve its purpose as stated in the enabling legislation?	I attended the meetings & voted on every action that required voting.
How will you continue to assist your Board or Commission to achieve its purpose if reappointed?	I will attend every meeting that I possibly can & vote whenever required.
Number of absences	3
If you had over 3 absences in a calendar year please explain? (this information will not be made available to the public)	When I missed meetings it was due to my new job.
Electronic Signature Agreement	I agree.

Electronic Signature

Julia Ann Collins

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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.

Qualifications

Must be a resident/business owner in the city for at least two years. Or Council must determine your expertise is essential and not available in an applicant that meets the qualifications above. Must be eligible to vote in the state if not applying for youth membership.

Name	Arieona
Email Address	
Address	208 Ballard st. apt 1
City	Ypsilanti
State	MI
Zip Code	48197
Phone Number	
Number of Years in the Community	5
Ward You Live In	Field not completed.
Education	Social Work BSW EMU
Occupation	Social Work Program Aide for Low Income Household Water Assistance Program
Employer	Washtenaw County OCED
Are you applying for youth membership?	No
Are you registered to vote in the City of Ypsilanti?	Yes

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

Sustainability Commission, Bicentennial Committee

Party Affiliation

Field not completed.

Field not completed.

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

I love Ypsilanti and want to connect more with the community and preserve Ypsilanti's history.

Work/volunteer experience related to the board or commission:

I've worked in community development in Ypsilanti for 1 year and 3 years volunteering ion the community.

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

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Resolution No. 2022-176
July 26, 2022

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: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
26 day of July 2022

#Resolution No. 2022-176