



**CITY OF YPSILANTI
CITY COUNCIL MEETING
AUGUST 9, 2022 @ 7:00 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. PUBLIC COMMENT (3 MINUTES)

VI. PRESENTATIONS

- A. Presentation from Government Consulting Services Inc (GCSI) - Desmond Miller, GCSI

VII. ORDINANCES FIRST READING

4 - 12

- A. Ordinance 1395, an ordinance entitled "PILOT for 845 Clark Rd." **Postponed July 12, 2022**
1. Resolution No. 2022-154, determination
 2. Public Hearing
 3. Resolution No. 2022-155, closing the public hearing
- [Supporting Documents - Pdf](#)

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- B. Ordinance 1396, an ordinance entitled "PILOT for 945 Clark Rd." **Postponed July 12, 2022**
1. Resolution No. 2022-156, determination
 2. Public Hearing
 3. Resolution No. 2022-157, closing the public hearing
- [Supporting Documents - Pdf](#)

21 - 26

- C. Ordinance 1397, an ordinance entitled "an ordinance to impose a moratorium on the issuance of marihuana business permits within the City of Ypsilanti for a period of 180 Days".
1. Resolution No. 2022-177, determination
 2. Public Hearing
 3. Resolution No. 2022-178, closing the public hearing

VIII. RESOLUTIONS/MOTIONS/DISCUSSIONS

- 27 - 36** A. Resolution No. 2022-179, approving the minutes of July 26, 2022.
[2022-179 - Pdf](#)
- 37** B. Resolution No. 2022-139, appointing Valory Brown to the Downtown Development Authority.
[2022-139 Postponed - Pdf](#)
- 38 - 51** C. Resolution No. 2022-180, approving a purchase agreement for 220 N Park with Renovare Development Inc.
[2022-180 - Pdf](#)
- 52 - 56** D. Resolution No. 2022-181, approving 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. **(Second Reading)**
[2022-181 - Pdf](#)
- 57** E. Resolution No. 2022-182, opposing the installation, or use of red-light license plate readers in the City of Ypsilanti and neighboring communities.
[2022-182 - Pdf](#)
- 58 - 88** F. Resolution No. 2022-183, approving MDOT Contract #22-5296 Rehabilitation of Structure #11090 - Forest St. Bridge.
[2022-183 - Pdf](#)
- 89 - 100** G. Resolution No. 2022-184, accepting an MNRTF Grant for completion of the Frog Island Trailhead Accessibility Project.
[2022-184 - Pdf](#)
- 101 - 102** H. Resolution No. 2022-185, approving a nomination policy for boards and commissions.
[2022-185 - Pdf](#)
- 103** I. Resolution No. 2022-186, approving appointments to boards and commissions.
[2022-186 - Pdf](#)

IX. BOARD AND COMMISSION - NOMINATIONS

- 104 - 105** A. **Human Relations Commission**
Kira Mather Crowner
10 Hemphill Street
Ypsilanti, MI 48198
[Application](#)

X. 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
9. Bicentennial Committee

XI. LIAISON REPORTS

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

XII. COUNCIL PROPOSED BUSINESS

XIII. COMMUNICATIONS FROM THE MAYOR

XIV. COMMUNICATIONS FROM THE CITY MANAGER

XV. COMMUNICATIONS

XVI. PUBLIC COMMENT (3 MINUTES)

XVII. REMARKS FROM THE MAYOR

XVIII. ADJOURNMENT

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- A. Resolution No. 2022-187, adjourning the City Council Meeting.
[2022-187 - 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.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Joe Meyers
DATE: August 9, 2022
SUBJECT: Clark Road Development - Community Benefits Agreement and
Emergency Services Agreements

DESCRIPTION:

Clark Road Development - Community Benefits Agreement and Emergency Services Agreements

SUMMARY:

The City of Ypsilanti passed a Community Benefits Ordinance, currently located at Section 30-500 of the Ypsilanti City Code which provided for the appointment of a Citizen Committee to negotiate with a Developer who has requested public support from the Community, namely in terms of a PILOT (Payment in Lieu of Taxes) of 3% of Annual Shelter Rents. After reviewing the information staff is recommending approving a pilot with a nominal fee and adopting Emergency Service Agreements (ESA) with the amount of the agreement tied to the percentage of the pilot to allow for the city to collect the funds paid by the developer.

On June 21, 2022 the City Council approved the CBA for 845 and 945 Clark Rd with the understanding that the PILOT payment be covered under the ESA and the PILOT be set at a nominal fee of \$100 per development.

RECOMMENDED ACTION:

Approve the PILOT Ordinance.

ATTACHMENTS:

- A. Two PILOT ordinances for 845 and 945 Clark Rd.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-154
August 9, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "City of Ypsilanti Tax Exemption Ordinance – 845 W. Clark." be approved 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 9 day of August 2022

#Resolution No. 2022-154



CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1395
TAX EXEMPTION ORDINANCE

An ordinance to provide for a service charge in lieu of taxes for a housing project for low income elderly persons and households to be financed with a federally-aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended MCL 125.1401, *et seq*) (the “Act”).

THE CITY OF YPSILANTI ORDAINS

SECTION 1. This Ordinance shall be known and cited as the “City of Ypsilanti, Michigan Tax Exemption Ordinance – 845 W. Clark”

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low-income elderly persons and households and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Ypsilanti (the “City”) is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income elderly persons and households is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of housing projects that are constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City acknowledges that Clark Road Senior Limited Dividend Housing Limited Partnership (the “Sponsor”) has offered subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority (the “Authority”), to construct, own and operate an elderly housing project identified as 845 W Clark on certain property located at 845 W Clark Road in the City to serve low income elderly persons and households, and that the

Sponsor has offered to pay the City on account of this housing development an annual service charge for public services in lieu of all *ad valorem* property taxes.

SECTION 3. Definitions.

All terms shall be defined as set forth in the State Housing Development Authority Act of 1966, being Public Act 346 of 1966 of the State of Michigan, as amended, except as follows:

A. Act means the State Housing Development Authority Act, being Public Act 346 of 1966 of the State of Michigan, as amended.

B. Annual Shelter Rent means the total collections during an agreed annual period from all occupants of a housing development or any amount paid to the Sponsor on behalf of any occupant representing rent or occupancy charges, exclusive of charges for gas, electricity, heat, or other utilities furnished to the occupants.

C. Authority means the Michigan State Housing Development Authority, a public body, corporate and politic of the State of Michigan.

D. Elderly means a single person who is 55 years of age or older, or a household in which at least one member is 55 years of age or older.

E. Housing Development means a project which contains a significant element of housing for low income elderly persons and households and such elements of other housing, commercial, recreational, industrial, communal, and educational facilities as the Authority determines improve the quality of the project as it related to housing for low income elderly person and households.

F. Housing for the Elderly means housing occupied by a single person who is 55 years of age or older, or housing occupied by a family and/or household in which at least one member is 55 years of age or older.

G. LIHTC Program means the Low Income Housing Tax Credit Program administered by the Authority pursuant to Section 42 of the Internal Revenue Code of 1986, as amended.

H. Mortgage Loan means a loan that is federally-aided or a loan or grant made to the Sponsor, or such entity formed by the Sponsor to own the Housing Development, for the construction, rehabilitation, acquisition and/or permanent financing of a Housing Development and secured by a mortgage on the Housing Development.

I. Sponsor means person(s) or entity, which has or will apply to the Authority for an allocation under the LIHTC Program to construct, own and operate a Housing Development. The Sponsor means Clark Road Senior Limited Dividend Housing Association Limited Partnership

and any entity that receives or assumes a mortgage loan and is an eligible mortgagor under the Act.

J. Utilities mean gas, water, sanitary sewer service, electrical service, and other utilities furnished to the occupants which are paid by the Housing Development.

SECTION 4. Class of Housing Developments.

It is determined that the class of Housing Developments to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be Housing for the Elderly that are financed with a Mortgage Loan. It is further determined that 845 W Clark is of this class.

SECTION 5. Establishment of Annual Service Charge.

The Housing Development identified as 845 W Clark and the property on which it is located shall, subject to the limitations and conditions of this Ordinance, be exempt from all *ad valorem* property taxes from and after the commencement of construction of the project. The City acknowledges that that Sponsor and Authority have established the economic feasibility of the Housing Development in reliance upon the enactment and continuing effect of this Ordinance and qualification of the Housing Development for exemption from all property taxes and a payment in lieu of taxes as established in this Ordinance. In consideration of the Sponsor's offer, subject to receipt of an allocation under the LIHTC Program from the Authority, to construct, own and operate the Housing Development, the City agrees to accept payment of an annual service charge or public services in lieu of all *ad valorem* property taxes. The annual service charge shall be \$100.

SECTION 6. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the Housing Development that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes that would be paid on that portion of the Housing Development if the Housing Development were not tax exempt.

The term "low income" as used herein shall be the same as found in Section 15(a)(7) of the Act.

SECTION 7. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act, to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance, However, nothing contained in this Ordinance shall

constitute a waiver of any rights the City may possess or exercise under the provisions of Section 15(a)(2) of the Act, provided the exercise of such rights does not, in the opinion of the Authority, impair the economic feasibility of the Housing Development.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes, as determined under this Ordinance, shall be payable to the City and distributed to the several units levying the general property tax in accordance with Section 15a(4) of the Act. The annual payment for each operating year shall be paid on or before April 15th of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

SECTION 9. Documentation Supplied.

On or before April 1 of each year, the Sponsor shall file with the City audited financial statement showing all revenues for the Housing Development, including but not limited to rent or occupancy charges and subsidies received from the Housing Development and expenses, including utilities. The City shall determine the applicable service charge in accordance with Section 5. The City may require such other or further financial information as may be necessary to accurately determine the service charge due pursuant to this Ordinance. The City shall submit a statement for the service charges for each year by September 1. Failure of the City to provide such statement or failure of Sponsor to receive such statement shall not invalidate any service charge owed pursuant to this Ordinance.

SECTION 10. Duration.

Provided that the Sponsor acquires the Property and construction of the Housing Development commences within eighteen (18) months of the effective date of this Ordinance, this Ordinance shall remain in effect and shall not terminate, except as provided in this Section 10, for such period as the Authority or other governmental entity has any interest in the property; provided, however, that City may terminate the PILOT, upon written notice and opportunity to cure, in the event the Annual Service Charge is not paid or the Project is in material violation of the City Code, the Building Code, or any related codes. .

SECTION 11. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by an court of competent jurisdiction to be unconstitutional or invalid, the same shall not affect the validity of the Ordinance as a whole or any section or provision of this Ordinance other than the section or provision so declared to be unconstitutional or invalid.

SECTION 12. Effective Date.

This ordinance shall become effective on _____ or as otherwise provided in the Charter.

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

Andrew Hellenga, City Clerk

Attest

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

Andrew Hellenga, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting of the City Council held on the _____ day of _____, _____.

Andrew Hellenga, City Clerk

Notice Published:

First Reading:

Second Reading:

Published:

Effective Date:



Resolution No. 2022-155
August 9, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Public Hearing for an Ordinance entitled "City of Ypsilanti Tax Exemption Ordinance – 845 W. Clark." 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
9 day of August 2022

#Resolution No. 2022-155



Resolution No. 2022-156
August 9, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "City of Ypsilanti Tax Exemption Ordinance – 945 W. Clark." be approved 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
9 day of August 2022

#Resolution No. 2022-156



CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1396
TAX EXEMPTION ORDINANCE

An ordinance to provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended MCL 125.1401, *et seq*) (the "Act").

THE CITY OF YPSILANTI ORDAINS

SECTION 1. This Ordinance shall be known and cited as the "City of Ypsilanti, Michigan Tax Exemption Ordinance – 945 W. Clark"

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low-income citizens and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Ypsilanti (the "City") is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of housing projects that are constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City acknowledges that Clark Road Family Limited Dividend Housing Association Limited Partnership (the "Sponsor") has offered, on behalf of itself and an entity to be formed to own the Housing Development and subject to receipt of an

allocation under the LIHTC Program by the Michigan State Housing Development Authority (the "Authority"), to construct, own and operate a housing project identified as 945 W Clark on certain property located at 945 W Clark Road in the City to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing development an annual service charge for public services in lieu of all *ad valorem* property taxes.

SECTION 3. Definitions.

All terms shall be defined as set forth in the State Housing Development Authority Act of 1966, being Public Act 346 of 1966 of the State of Michigan, as amended, except as follows:

A. Act means the State Housing Development Authority Act, being Public Act 346 of 1966 of the State of Michigan, as amended.

B. Annual Shelter Rent means the total collections during an agreed annual period from all occupants of a housing development or any amount paid to the Sponsor on behalf of any occupant representing rent or occupancy charges, exclusive of charges for gas, electricity, heat, or other utilities furnished to the occupants.

C. Authority means the Michigan State Housing Development Authority, a public body, corporate and politic of the State of Michigan.

D. Contract Rents means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a Housing Development during an agreed annual period, exclusive of Utilities.

E. Housing Development means a project which contains a significant element of housing for low income persons and families and such elements of other housing, commercial, recreational, industrial, communal, and educational facilities as the Authority determines improve the quality of the project as it related to housing for persons of low income and families.

F. Low Income Persons and Families means persons and families eligible to move into a housing project in accordance with the Act as found in Section 15(a)(7) of the Act.

G. LIHTC Program means the Low Income Housing Tax Credit Program administered by the Authority pursuant to Section 42 of the Internal Revenue Code of 1986, as amended.

H. Mortgage Loan means a loan that is federally-aided or a loan or grant made to the Sponsor, or such entity formed by the Sponsor to own the Housing Development, for the construction, rehabilitation, acquisition and/or permanent financing of a Housing Development and secured by a mortgage on the Housing Development.

I. Sponsor means person(s) or entity, which has or will apply to the Authority for an allocation under the LIHTC Program to construct, own and operate a Housing Development. The Sponsor means Clark Road Family Limited Dividend Housing Association Limited Partnership and any entity that receives or assumes a mortgage loan and is an eligible mortgagor under the Act.

J. Utilities mean gas, water, sanitary sewer service, electrical service, and other utilities furnished to the occupants which are paid by the Housing Development.

SECTION 4. Class of Housing Developments.

It is determined that the class of Housing Developments to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be Housing Developments for Low Income Persons and Families that are financed with a Mortgage Loan. It is further determined that 945 W Clark is of this class.

SECTION 5. Establishment of Annual Service Charge.

The Housing Development identified as 945 W Clark and the property on which it is located shall, subject to the limitations and conditions of this Ordinance, be exempt from all *ad valorem* property taxes from and after the commencement of construction of the project. The City acknowledges that that Sponsor and Authority have established the economic feasibility of the Housing Development in reliance upon the enactment and continuing effect of this Ordinance and qualification of the Housing Development for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. In consideration of the Sponsor's offer, subject to receipt of an allocation under the LIHTC Program from the Authority, to construct, own and operate the Housing Development, the City agrees to accept payment of an annual service charge or public services in lieu of all property taxes. The annual service charge shall be \$100..

SECTION 6. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the Housing Development that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes that would be paid on that portion of the housing project if the housing project were not tax exempt.

The term "low income" as used herein shall be the same as found in Section 15(a)(7) of the Act.

SECTION 7. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act, to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance. However, nothing contained in this Ordinance shall constitute a waiver of any rights the City may possess or exercise under the provisions of Section 15(a)(2) of the Act, provided the exercise of such rights does not, in the opinion of the Authority, impair the economic feasibility of the Housing Development.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes, as determined under this Ordinance, shall be payable to the City and distributed to the several units levying the general property tax in accordance with Section 15a(4) of the Act. The annual payment for each operating year shall be paid on or before April 15th of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

SECTION 9. Documentation Supplied.

On or before April 1 of each year, the Sponsor shall file with the City audited financial statement showing all revenues for the Housing Development, including but not limited to rent or occupancy charges and subsidies received from the Housing Development and expenses, including utilities. The City shall determine the applicable service charge in accordance with Section 5. The City may require such other or further financial information as may be necessary to accurately determine the service charge due pursuant to this Ordinance. The City shall submit a statement for the service charges for each year by September 1. Failure of the City to provide such statement or failure of

Sponsor to receive such statement shall not invalidate any service charge owed pursuant to this Ordinance.

SECTION 10. Duration.

Provided that the Sponsor acquires the Property and construction of the Housing Development commences within eighteen (18) months of the effective date of this Ordinance, this Ordinance shall remain in effect and shall not terminate, except as provided in this Section 10, for such period as the Authority or other governmental entity has any interest in the property; provided, however, that City may terminate the PILOT, upon written notice and opportunity to cure, in the event the Annual Service Charge is not paid or the Project is in material violation of the City Code, the Building Code, or any related codes.

SECTION 11. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by an court of competent jurisdiction to be unconstitutional or invalid, the same shall not affect the validity of the Ordinance as a whole or any section or provision of this Ordinance other than the section or provision so declared to be unconstitutional or invalid.

SECTION 12. Effective Date.

This ordinance shall become effective on _____ or as otherwise provided in the Charter.

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

Andrew Hellenga, City Clerk

Attest

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

Andrew Hellenga, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting
of the City Council held on the ____ day of _____, _____.

Andrew Hellenga, City Clerk

Notice Published:

First Reading:

Second Reading:

Published:

Effective Date:



Resolution No. 2022-157
July 12, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Public Hearing for an Ordinance entitled "City of Ypsilanti Tax Exemption Ordinance – 945 W. Clark." 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
12 day of July 2022

#Resolution No. 2022-157



REQUEST FOR LEGISLATION
AUGUST 9, 2022

For: Mayor and City Council

From: Joe Meyers, Director of Economic Development and Administrative Services.

Subject: Marihuana Moratorium

SUMMARY & BACKGROUND:

Over the past few years, the city and state have made various changes to the ordinances relating to the issuance of permits for marihuana retailers within the city. During this time, the city has need to consistently update these ordinances to ensure the facilities located in the city could continue to operate while allowing for new facilities to open. Due to the ever-changing nature of the rules and regulations, the city has found a need to reevaluate current ordinances to ensure they are meeting the communities vision, business needs, and staff time constraints. With this in mind, staff is recommending a pause in the issuance of new marihuana retail and microbusiness permits and new marihuana special land use permits.

Staff Recommendation: Staff recommends approval of the emergency ordinance to impose a moratorium on marijuana business permits in section 7 of the city code and the zoning ordinance.

ATTACHMENTS: Emergency ordinance

RECOMMENDED ACTION: approval of the emergency ordinance

CITY MANAGER APPROVAL: _____ **COUNCIL AGENDA DATE:** _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. -
August 9, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, City Council determines that further review and study of the marihuana business permit ordinances, Chapter 7 of the city code, number and location and buffers, and the Ypsilanti Zoning Ordinance is necessary, and

WHEREAS, City Council determines that an emergency moratorium prohibiting permits or licenses for 180 days is necessary for the public peace, health, safety and welfare, and

WHEREAS, City Council determines that the moratorium should be given immediate effect as an emergency ordinance under City Charter Section 2.11,

NOW THEREFORE BE IT RESOLVED that an ordinance entitled **An ordinance to impose a moratorium on the issuance of marihuana permits under Chapter 7 and Chapter 122 of the Ypsilanti City Code for a period of 180 days** is adopted and given immediate effect.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Ordinance No. 2022-_____

An ordinance to impose a moratorium on the issuance of marihuana business permits within the City of Ypsilanti for a period of 180 days

WHEREAS the City of Ypsilanti has ordinances allowing granting of permits for marihuana business, and

WHEREAS, a number of marihuana business licenses have been granted, and

WHEREAS State laws have rules have changed over time, and

WHEREAS, the Michigan courts have issued several opinions and court orders concerning marihuana and a number of other cases are moving through the court system, and

WHEREAS, the City of Ypsilanti has been involved in marihuana business licensing litigation, and

WHEREAS, there is legislation proposed in the State legislature that could have an impact on Michigan marihuana licensing, and

WHEREAS, the city is reviewing the number of permits and licenses and location and buffers of permits allowed in the city, and

WHEREAS The City needs to further study the number and location of marihuana business permits in depth, and the City of Ypsilanti Zoning Ordinance to ascertain and determine the best and safest path, method, legislation and action to continuing compliance with the Michigan Marihuana Law in order to protect the public health, safety, and welfare; and

WHEREAS City staff estimates and requests 180 days to continue and complete the review and study, and

WHEREAS the City Council determines that it is desirable to immediately and temporarily suspend the issuance of marihuana business permits until such further review, study and legislation is completed, and

WHEREAS Council is empowered to enact ordinances with immediate necessity for the public health, safety, and welfare, and to be adopted at a session at which it is first introduced and the City Council determines that the following ordinance satisfies that requirement, and

WHEREAS, Council declares this ordinance to be an emergency ordinance necessary for the immediate preservation of the public peace, health, safety or welfare for the facts and circumstances set forth above:

1. THE CITY OF YPSILANTI ORDAINS That a moratorium is hereby imposed on the issuance of any and all marihuana business permits for a period of 180 days.

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

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

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

5. **Copies to be available.** Copies of the Ordinance are available at the office of the city clerk for inspection by, and distribution to, the public during normal office hours. A complete copy of the ordinance is also available for inspection on the City's website, www.cityofypsilanti.com.

6. **Publication and Effective Date.** The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published by printing the same in the publication of record. This Ordinance shall become effective after publication at the expiration of 30 days after adoption.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____
DAY OF _____, 2022.

Andrew Hellenga, City Clerk

Attest

I do hereby confirm that the above Ordinance No. ____ was published in
_____, 2022. on the _____ day of _____

Andrew Hellenga, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at
the regular meeting of the City Council held on the _____ day of _____,
2022.

Andrew Hellenga, City Clerk

Notice Published: _____

First Reading: _____

Second Reading: _____

Published: _____

Effective Date: _____

_____, 2022

Resolution ____ - 2022

RESOLUTION ADOPTING EMERGENCY MORATORIUM PROHIBITING
ISSUANCE OF MARIHUANA BUSINESS PERMITS FOR 180 DAYS

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, City Council determines that further review and study of the marihuana business permit ordinances, Chapter 7 of the city code, number and location and buffers, and the Ypsilanti Zoning Ordinance is necessary, and

WHEREAS, City Council determines that an emergency moratorium prohibiting permits or licenses for sixty days is necessary for the public peace, health, safety and welfare, and

WHEREAS, City Council determines that the moratorium should be given immediate effect as an emergency ordinance under City Charter Section 2.11,

NOW THEREFORE BE IT RESOLVED that an ordinance entitled **An ordinance to impose a moratorium on the issuance of marihuana permits under Chapter 7 and Chapter 122 of the Ypsilanti City Code for a period of 180 days** is adopted and given immediate effect.

OFFERED BY: _____

SUPPORTED By: _____

AYES

NAYS

ABSENT

VOTE



Resolution No. 2022-179
August 9, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of July 26, 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
9 day of August 2022

#Resolution No. 2022-179



MINUTES REGULAR COUNCIL Meeting

6:30 PM - Tuesday, July 26, 2022
Council Chambers

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, July 26, 2022, at 6:30 PM, in the Council Chambers, with the following members present:

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

ABSENT: Council Member Steven Wilcoxon

I CALL TO ORDER

The meeting was called to order at 6:30 pm

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

Mayor Pro-Tem Brown moved, seconded by Mr. Jones-Chance to approve the agenda. On a voice vote, the motion carried, and the agenda was approved.

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

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

Mayor Pro-Tem Nicole Brown moved, seconded by Council Member Brian Jones-Chance, to adjourn to Closed Session

Meeting Adjourned to Closed Session at 6:32 pm

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

Council Member Brian Jones-Chance moved, seconded by Mayor Pro-Tem Nicole Brown, to reconvene to Open Session

Meeting reconvened at 7:08 pm

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

VI PUBLIC COMMENT (3 MINUTES)

Two members of the public spoke

VII PRESENTATIONS

- a) MACP/MLEAC Presentation of the City of Ypsilanti Accreditation Credentials.
- b) UMS Freighthouse PILOT Programing Presentation

VIII ORDINANCES FIRST READING

- 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

Council Member Evan Sweet moved, seconded by Council Member Brian Jones-Chance, to approve Resolution 2022-168

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.

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

Council Member Evan Sweet moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2022-167

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.

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

IX CONSENT AGENDA

- a) Resolution No. 2022-169, approving the Consent Agenda.

Council Member Jennifer Symanns moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2022-169

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.**

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

- b) Resolution No. 2022-170, approving the minutes of the July 12, 2022 City Council Meeting.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of July 12, 2022 be approved.

- c) Resolution No. 2022-171, approving the use of pyrotechnics on EMUs campus during the live concert event.

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.

- d) Resolution No. 2022-172, approving the declaration to Turn the Town Teal for ovarian cancer awareness.

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.

X RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) ~~Resolution No. 2022-139, approving the appointment of Valory Brown to the Downtown Development Authority. (Postponed June 7th)~~ **Postponed until August 9th**
- b) Resolution No. 2022-173, approving a temporary Art Installation at Prospect Park between August 6, 2022 and October 8, 2022.

Mayor Pro-Tem Nicole Brown moved, seconded by Council Member Annie Somerville, to approve Resolution No. 2022-173

RESOLVED BY THE CITY 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 that City 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.

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

- c) Resolution No. 2022-174, approving an amendment to the Memorandum of Understanding with UMS.

Council Member Jennifer Symanns moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2022-174

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Error! Hyperlink reference not valid.

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.

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

- d) Resolution No. 2022-175, approving the application for a grant for the purchase of 96 gallon recycling carts.

Council Member Brian Jones-Chance moved, seconded by Council Member Evan Sweet, To approve Resolution No. 2022-175

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.

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

XI BOARD AND COMMISSION - NOMINATIONS

- a) **Parks and Recreation Commission**
Julia Collins - Reappointment (Exp. 7/1/2025)
206 Oak Street
Ypsilanti, MI 48197

b) **Bicentennial Committee**

Arieona Klaus
208 Ballard St. #1
Ypsilanti, MI 48197

XII BOARD AND COMMISSION - LIAISON REPORTS

1. Police Advisory Commission.- **None**
2. Human Relations Commission.- **Meeting is tomorrow**
3. Arts Commission.- **None**
4. Parks and Recreation Commission. - **Stated that the Commission is moving forward with the Fall River Days. The Commission has restructured leadership as a result of his leaving the commission.**
5. Sustainability Commission.- **None**
6. Historic District Commission.- **None**
7. Planning Commission.- **(See motions under Mr. Jones-Chance Proposed Business)**
8. Zoning Board of Appeals - **None**

XIII LIAISON REPORTS

1. SEMCOG Update
2. Washtenaw Area Transportation Study - **None**
3. Urban County - **None**
4. Ypsilanti Downtown Development Authority - **None**
5. Friends of Rutherford Pool - **None**

XIV COUNCIL PROPOSED BUSINESS

a) **Mr. Jones-Chance**

- Stated there has been speeding issues on S. Park and South Streets. He requested that speed control measures be added to that location.
- Asked that the Freighthouse be considered to house drug counseling services during the times of the warming and cooling centers.

Council Member Brian Jones-Chance moved, seconded by Mayor Pro-Tem Nicole Brown, moved to hold a joint meeting with the Planning Commission on September 13, 2022.

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

Council Member Brian Jones-Chance moved, seconded by Mayor Pro-Tem Nicole Brown, moved to direct staff to create a moratorium on Adult-Use Recreational Retail Facilities to appear on the August 9th Agenda for Council Approval.

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

Council Member Brian Jones-Chance moved, seconded by Council Member Annie Somerville, moved to direct staff to schedule a joint meeting the Ypsilanti Community Schools Board.

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

b) Sommerville

- Stated there there are are speeding issues in Ward 3 and asked that staff review what speed control options are available for residents.
- Thanked staff for responding to a complaint over the weekend regarding trash in a city park.
- Informed Council that the official date of the Bicentennial is August 19, 2023.

c) Brown

- Thanks DPS Director Ron Akers for his service to the City and wished him well in his future pursuits.

d) Symanns

- Stated she has received speeding concerns from residents on Douglas and requested the speed monitors be installed.
- Thanks DPS Director Ron Akers for his service to the city.

e) Sweet

- None

XV COMMUNICATIONS FROM THE MAYOR

a) Richardson

- The Heritage Park Neighborhood Association is holding on event this Saturday, July 30th from 11 am until 3pm.
- Thanks DPS Director Ron Akers for his service.

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

a) Resolution No. 2022-176, adjourning the City Council Meeting.

The meeting adjourned at 8:46 pm

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.



Resolution No. 2022-139 Postponed
August 9, 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 9 day of August 2022

#Resolution No. 2022-139 Postponed



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Joe Meyers
DATE: August 9, 2022
SUBJECT: Approval of Land Contract for 220 Park Street

DESCRIPTION:

Approval of Land Contract for 220 Park Street

SUMMARY:

The subject property was owned by John Gilbert by 1859. John Gilbert constructed the existing mansion on the northern adjoining property at 227 N. Grove Street during his ownership and appears to have maintained the subject property as undeveloped grounds around the mansion until the mansion was vacated around 1928. The Gilbert mansion was briefly occupied by Arm of Honor Fraternity in the 1930s. In 1938, City of Ypsilanti acquired the subject property and Gilbert mansion through tax foreclosure and subsequently maintained the subject property as a recreational park. The Boys Club of Ypsilanti (later the Boys and Girls Club) appears to have begun using and/or maintaining the subject property by 1963. In the early 1970s, the Boys and Girls Club constructed the original portion of the former Club building, which was expanded in the 1990s. The Boys and Girls Club continued to occupy and maintain the subject property until vacating the former building in 2010. The former building and exterior basketball court and baseball diamond features were demolished in 2016.

On October 5, 2021, the city entered into an option agreement to enter into a land contract. The option was for 12 months and the developer has worked collaboratively to negotiate the terms during that time. In January 2022, the city received an official request to purchase the property via the community benefits ordinance process and requested a brownfield plan as part of this project. On June 19, 2022, the city council approved the Community Benefits Agreement, which sets the purchase price of the property as 1.00.

Staff Recommendation: Staff recommends approval of the Brownfield Plan. Should the City approve the Plan, the final adoption of the Brownfield Plan will be by the Washtenaw County Board of Commissioners.

ATTACHMENTS: Land Contract

RECOMMENDED ACTION: Approval of the land contract.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-180
August 9, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti owns the 220 N. Park property and is in the process of working with Renovare Development to redevelop the site; and

WHEREAS, Public Engagement Sessions happened on the conceptual site plan in June 2021; and

WHEREAS, the Ypsilanti City Council approved the development concept proposed by Renovare Development and directed staff to enter into negotiations with the developer in July 2021; and

WHEREAS, the city entered into an option agreement on October 5, 2021, for the property; and

WHEREAS, the city approved Community Benefits Agreement with the developer after 3 months of public meetings to discuss the public benefits agreement that would be granted to the community from this development.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the Land contract for the sale of 220 North Park Street with Renovare Ypsilanti Homes LLC and directs the Mayor and City Clerk to sign the Land Contract.

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 9 day of August 2022

#Resolution No. 2022-180

LAND CONTRACT

This Land Contract ("Agreement") is made on August __, 2022 ("Effective Date"), between City of Ypsilanti ("Seller") whose address is 1 South Huron Street, Ypsilanti, Michigan, 48197 and Renovare Ypsilanti Homes, LLC ("Buyer") whose address is 42 Watson, Detroit, MI 48201 on the following terms and conditions.

1. **Description of the Premises.** Seller agrees to sell the real estate described on Exhibit A together with all improvements, appurtenances, tenements, and hereditaments located on the real estate (the "Premises"), subject to easements and restrictions of record and zoning laws and ordinances affecting the Premises.
2. **Price and Terms.** Buyer agrees to purchase the Premises from Seller and to pay a purchase price of \$0. The consideration for the transfer of the Premises is Buyer's commitment to build single family affordable homes in compliance with the Community Benefits Agreement (the "CBA") adopted by the Seller on June 21, 2022, attached as Exhibit B, and the Planned Unit Development Agreement (the "PUD") attached as Exhibit C.
3. **Possession.** Buyer shall receive possession of the Premises at the execution of this Agreement and is entitled to retain possession only so long as there is no default by Buyer in carrying out the terms and conditions of this Agreement until the earliest of (i) closing of the project financing or (ii) Buyer's notice to Seller that site condominium documents are prepared and ready to be filed and shall be recorded immediately after the deed is transferred, at which time title shall be conveyed to Buyer and a mortgage including the provisions outlined in Paragraph 8 shall be recorded. Such mortgage shall be subordinate to all construction financing lenders, and Seller shall sign a subordination agreement(s) and any other documentation reasonably requested by any project financing lender to effectuate such subordination.
4. **Development or Change of Premises.** Seller has approved of the development of the Premises as shown on the attached Exhibit D (the "Plans") and Buyer is authorized to proceed to alter and develop the Premises as shown on the Plans. Any substantial alteration of the Plans shall require Seller's prior written approval.
5. **Taxes.** Buyer shall pay all property taxes and special assessments on the Premises that become due and payable during the term of this Agreement, before they become subject to penalties, and shall produce written

evidence of the payment to Buyer within fifteen (15) business days of payment.

6. Insurance.

- a. Buyer shall obtain and keep in force all types of insurance and at limits generally maintained for similar developments, including but not limited to builder's risk. Seller shall be named as an additional insured on all such policies and Buyer shall deliver to Seller copies of ACORD certificates and proof of payment of premiums within fifteen (15) business days of the receipt of the policy or payment of the premium.
- b. All insurance policies obtained under this contract shall provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage or injury covered by the policy.

7. Disposition of Insurance Proceeds. If there is a loss, Buyer shall give prompt notice to the insurance carrier and to Seller. The insurance proceeds shall be applied to the restoration or repair of the damaged Premises.

8. Seller Rights to Record Mortgage. Seller shall convey legal title to Buyer contemporaneously with the earlier to occur of (i) Buyer's notice to Seller that it is prepared to take possession and immediately condominiumize the Premises; or (ii) the closing on Buyer's construction financing. At that time, Buyer shall execute and Seller shall be entitled to record a mortgage for the purpose of ensuring Buyer commences the project within 36 months of conveyance and that it is completed within five years time. This mortgage shall be subordinate to, and Seller hereby agrees to subordinate to, all entities providing construction financing. The mortgage will provide that if Buyer fails to commence the project within the 36 month period, and complete it within five years, seller may recover a pro rata amount of up to \$250,000 as outlined in a mortgage to be recorded from Buyer and if the required recovery is not received may foreclose on any remaining Property of Borrower.

9. Assignment and Release of Units. Buyer shall not assign, sell, or convey all or any portion of Buyer's interest in the Premises or in this Agreement without Seller's prior written consent, except that Buyer, with or without Seller's consent, may assign, sell, or convey all or any portion of Buyer's interest in the Premises or under this Agreement to:

- a. a partnership, corporation, or other business entity in which Buyer, at the time of transfer and at all times after, has a controlling interest;
 - b. any person or entity contemplated by subsections (1)–(8) of Section 341(d) of the Garn–St. Germain Depository Institutions Act of 1982 (Pub L No 97-210).
 - c. Sale of a parcel to a third-party purchaser as contemplated by the Development Agreement.
10. **Buyer's Acceptance of Title.** Buyer agrees to accept as merchantable the title disclosed at closing to the Premises and accepts the Premises as is. Seller has made no warranties or representations regarding the Premises. Buyer has made its own independent investigation of the title to the Premises and has investigated the surface and subsurface of the Premises, including any desired investigation with respect to environmental issues that might arise from any pollution of the soil or groundwater to its satisfaction and waives and releases Seller from any and all claims by Buyer, whether environmental or otherwise, regarding the condition of the Premises.
11. **Conveyance.** Upon sale of a parcel to a third party purchaser pursuant to the CBA, Seller shall release the Mortgage with respect to such parcel, and upon sale of the last housing unit, shall record a discharge of the mortgage.
12. **Enforcement of Defaults.** If Buyer fails to perform any of the covenants or conditions in this Agreement, Seller, in addition to any other rights Seller may have, may give Buyer a written notice specifying the default and informing Buyer that if the default continues for thirty days after service of notice, Seller may, without further notice, declare the entire balance due and payable, obtain a money judgment against Buyer under the common law or the statutes of the state of Michigan, or both or not declare the entire balance due and payable and proceed under the common law or the statutes of the state of Michigan, including but not limited to the right of Seller to declare a forfeiture in consequence of the nonpayment of any money required to be paid under this Agreement or any other breach of this Agreement, but if Seller elects to proceed under this subparagraph, Seller shall give Buyer a written notice of forfeiture specifying the default that has occurred and shall give Buyer thirty days after service of the notice of forfeiture to cure the default.
13. **Service of Notice.** Any and all notices or demands are sufficient when served:

- a. by personal service on the party or
 - b. three days after depositing the notice or demand with the U.S. Postal Service with postage fully prepaid by first-class mail, addressed to the party at the party's last known address.
14. **Time of Essence.** It is understood and agreed that time is deemed of the essence of this Agreement.
15. **Binding Effect.** The covenants and agreements of this Agreement shall bind the heirs, assigns, and successors of the respective parties.
16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and is deemed to supersede and cancel any other agreement between the parties relating to the transaction contemplated in this Agreement. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of the agreement leading up to its signing and not set forth in this Agreement shall be used by any of the parties to construe or affect the validity of this Agreement. Each party acknowledges that no representation, inducement, or condition not set forth in this Agreement has been made or relied on by either party.
17. **Governing Law; Venue.** This Agreement is governed by and interpreted in accordance with the laws of the state of Michigan. If any provision of this Agreement conflicts with any Michigan statute or rule of any law or is otherwise unenforceable for any reason, that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this Agreement. Venue for any action brought under this Agreement shall lie in Washtenaw, Michigan.
18. **Amendments.** This Agreement may be amended or modified only by a document in writing signed by each of the parties to this Agreement.
19. **Memorandum.** The parties shall sign and deliver to each other a memorandum of this contract, and either party may record the memorandum with the Washtenaw County Register of Deeds.
20. **Effective date.** The parties have signed this Agreement in duplicate, and it is effective as of the Effective Date.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES
ON FOLLOWING PAGES]**

Seller Signature Page to Land Contract for 220 North Park Street

SELLER

CITY OF YPSILANTI

[Typed name of authorized signer]

Its: [Title of authorized signer]

Acknowledged before me in Washtenaw County, Michigan, on [date], by
[name of person acknowledged].

[Notary public's name, as it appears on application for commission]

Notary public, State of Michigan, County of [county].

My commission expires [date].

[If acting in county other than county of commission: Acting in the County of
[county].]

Buyer Signature Page to Land Contract for 220 North Park Street

BUYER

RENOVARE YPSILANTI HOMES, LLC

[Typed name of authorized signer]

Its: [Title of authorized signer]

Acknowledged before me in _____ County, Michigan, on [date], by [name
of person acknowledged].

[Notary public's name, as it appears on application for commission]

Notary public, State of Michigan, County of [county].

My commission expires [date].

[If acting in county other than county of commission: Acting in the County of
[county].]

Exhibit A
Property Description

Exhibit B
Community Benefits Agreement

Exhibit C
Planned Unit Development

Exhibit D
The Plans



Resolution No. 2022-181
August 9, 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 Second and Final 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 9 day of August 2022

#Resolution No. 2022-181

PART II - CODE OF ORDINANCES
Chapter 10 - AMUSEMENTS AND ENTERTAINMENTS
ARTICLE VI. - EVENTS
DIVISION 2. PERMITS

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.

-
- (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;

-
- (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. 2022-182
August 9, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The installation or use of installation or use of electronic license plate scanning devices by local, county and state law enforcement is opposed for the following reasons:

- 1. installation or use of electronic license plate scanning devices are an invasion of privacy.**

THEREFORE, the Ypsilanti City Council opposes the installation or use of electronic license plate scanning devices in the City of Ypsilanti and all neighboring municipalities and respectfully requests a careful review of the studies and literature before any action. And if action is contemplated, that the question be put to a vote of the people.

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 9 day of August 2022

#Resolution No. 2022-182



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler
DATE: August 9, 2022
SUBJECT: Michigan Department of Transportation Contract #22-5296, Forest Avenue Bridge Rehabilitation

DESCRIPTION:

Michigan Department of Transportation Contract #22-5296, Forest Avenue Bridge Rehabilitation

SUMMARY:

Funding has been programed in the Washtenaw County Transportation Improvement Program (TIP) for rehabilitation work on the Forest Avenue Bridge over the Huron River, using Local Bridge funding. This work will include deck patching, shallow concrete deck overlay, pier cap replacement, bearing replacement at pier, approach reconstruction, guardrail replacement, slope paving repairs, and sidewalk (including sidewalk widening on the south side to accommodate the Border to Border Trail), as well as necessary related work.

This construction work is estimated to cost a total of \$1,504,500; \$1,354,050 (90%) will be covered from State competitive grants using Federal formula funding sources, and the City responsible for the remaining 10% (\$150,450). Pricing is still dynamic, and although the City's participation is capped at 10%, that may be a larger dollar amount. Once this contract is approved, MDOT will let the project; once the bids are in, OHM will present us with a proposal for construction engineering (CE) services. CE services are generally 15% of the construction amount.

Staff will bring any needed budget amendments to Council before construction, as well as the construction engineering proposal. This project is currently planned for a September 2nd bid letting, with construction in 2023.

	Account	Resolution	Amount Budgeted	Amount Anticipated
Design Engineering	202-7-9075-975-00	2020-270	\$79,500 (approved) + \$3,200 (change order)	unchanged

	Account	Resolution	Amount Budgeted	Amount Anticipated
Construction Engineering	202-7-9075-975-02	<i>Not yet submitted</i>	\$187,500	\$225,675
Construction	202-7-9075-975-01	<i>Not yet bid</i>	\$125,000	\$150,450
Total Anticipated Cost to City				\$458,825
Total Anticipated Cost of Project				\$1,812,875

RECOMMENDED ACTION: Approval

ATTACHMENTS: Michigan Department of Transportation Contract #22-5296, Forest Avenue Bridge Rehabilitation

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-183
August 9, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the rehabilitation of the Forest Avenue Bridge is programmed for construction year 2023 in the current 3-year TIP; and

WHEREAS, it is necessary to enter into a contract with the Michigan Department of Transportation for the implementation of this project; and,

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti City Council approves the Michigan Department of Transportation Contract No. 19-5640; and

FURTHERMORE, THAT the Mayor and City Clerk are authorized to sign this contract, subject to approval by the City Attorney, and any change orders may be approved by the City Manager to facilitate completion of this work.

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 9 day of August 2022

#Resolution No. 2022-183

LOCAL BRIDGE
FEDERAL

CAB

Control Section	BHT 81000
Job Number	212304CON
Project	22A0640
Structure	#11090
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	22-5296

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF Ypsilanti, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Ypsilanti, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated June 23, 2022, attached hereto and made a part hereof:

The rehabilitation of the structure #11090, which carries East Forest Avenue over the Huron River, Section 4, T03S, R07E, City of Ypsilanti, Washtenaw County, Michigan; including deck patching, shallow concrete deck overlay, pier cap replacement, bearing replacement at pier, approach reconstruction, guardrail replacement, slope paving repairs and sidewalk; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal and State law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal funds under the following Federal program:

SECTION 144 OF TITLE 23 USC
(HIGHWAY BRIDGE REPLACEMENT AND REHABILITATION PROGRAM)

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WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Local Bridge Fund pursuant to Section 10(5) of Act 51, Public Acts of 1951, as amended, for the state Local Bridge Program; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the project including advertising and awarding the construction contract for the PROJECT. Such administration shall be in accordance with PART II Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

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- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

5. The PROJECT COST shall be met in part by Federal Funds and by state Local Bridge Funds. Upon final settlement of costs, Federal Funds will be applied to the eligible items of PROJECT COST. The state Local Bridge Funds will be applied to the balance of the PROJECT COST, after deduction of Federal Funds, such that the Federal Funds and state Local Bridge Funds shall equal 90 percent of those PROJECT COSTS eligible for participation with such funds. The remaining 10 percent of the eligible items of PROJECT COST, as well as any ineligible items of PROJECT COST, shall be paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds or paid by state Local Bridge Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds and State Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the approaches being constructed as a part of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

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9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code and/or State Funds.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, and any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds.

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Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway or bridge structure(s) and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway or bridge structure(s), described as the PROJECT, for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving construction claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be reasonable and necessary and shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto; upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF YPSILANTI

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



June 23, 2022

EXHIBIT I

CONTROL SECTION BHT 81000
JOB NUMBER 212304CON
PROJECT 22A0640
STRUCTURE #11090

	<u>TOTAL ESTIMATED COST</u>	<u>FEDERAL FUNDS (EST 80%)</u>	<u>STATE LOCAL BRIDGE FUNDS (EST 10%)</u>	<u>TOTAL FEDERAL & STATE AID</u>	<u>BALANCE REQ. PARTY'S SHARE</u>
<u>STRUCTURE AND APPROACHES</u>					
Construction (Contracted)	\$1,504,500	\$1,203,600	\$150,450	\$1,354,050	\$150,450

NO DEPOSIT REQUIRED

09/06/90 SCBFED.FOR 7/21/22

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

03-15-93

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SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III
ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler
DATE: August 9, 2022
SUBJECT: Natural Resource Trust Fund Grant Acceptance

DESCRIPTION:

Natural Resource Trust Fund Grant Acceptance

SUMMARY:

The City has been awarded a grant in the amount of \$300,000 from the Michigan Department of Natural Resources (DNR) Trust Fund Grant program for the Frog Island Trailhead Accessibility project.

The aim of this project is to make the amenities at the north end of Frog Island, including a canoe/kayak launch and fishing location on the Huron River Water Trail, the Iron Belle/Border to Border Trail, and the Frog Island playing field and track accessible to users of all abilities. This includes both accessibility improvements within the park itself as well as paving the northern portion of the parking lot and providing barrier-free parking spaces. This project is anticipated to increase the amount of formal parking within the Depot Town area. Match is provided from the County Parks and Recreation Commission, Washtenaw County Water Resources Commission, the Huron River Watershed Council, and the City's own funds.

The DNR requires that the City formally accept this grant.

RECOMMENDED ACTION: Approval

ATTACHMENTS: AGREEMENT

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-184
August 9, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The City of Ypsilanti, Michigan, does hereby accept the terms of the project agreement for TF21-0187, Frog Island Trailhead Accessibility, as received from the Michigan Department of Natural Resources (DEPARTMENT), and that the City of Ypsilanti does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide One Hundred and Fifty-Six Thousand Dollars (\$156,000) dollars to match the grant authorized by the DEPARTMENT.

WHEREAS, the applicant commits \$44,000 of said local match from its own resources and additional confirmed funds from the following sources:

- Washtenaw County Parks and Recreation, \$100,000
 - Huron River Watershed Council \$4,800 cash and \$4,800 in-kind
 - Washtenaw County Water Resources, \$2,000 in-kind
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
 3. To construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.
 4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
 5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

OFFERED BY: _____

#Resolution No. 2022-184

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

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

#Resolution No. 2022-184

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

MNRTF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF21-0187** uploaded to MiGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **07/20/2022** through **07/31/2024**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
5. The words "project facilities" shall mean the following individual components, as further described in the application.

Access Pathway 6' wide or more
Bike Rack(s)
Canoe/Kayak Launch or Ramp
Fishing Pier or Dock
Paved Parking Lot
Rain Garden with Native Plants

6. The DEPARTMENT will:
 - a. grant to the GRANTEE a sum of money equal to **Sixty-Six percent (66%) of Four Hundred and Fifty-Six Thousand dollars (\$456,000.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Thousand dollars (\$300,000.00)**.
 - b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as

follows:

- i. Payments will be made on a reimbursement basis at **Sixty-Six percent (66%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
- ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **One Hundred and Fifty-Six Thousand dollars (\$156,000.00)** in local match. This sum represents **Thirty-Four percent (34%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all new utilities within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services

- as shall be necessary to provide such adequate maintenance.
- e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2022** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 10/31/2024**. If the GRANTEE fails to submit a complete final request for reimbursement by **10/31/2024**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.
12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the

general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.

13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
- Received an exemption from the DEPARTMENT before the execution of this Agreement, and
 - Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
 - Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
- The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
 - Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
- The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project

- facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
- c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.
19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
or
- b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:

- a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program; and/or
 - d. Require repayment of grant funds already paid to GRANTEE; and/or
 - e. Require specific performance of the Agreement.
29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
31. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
33. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
35. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$ _____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

COUNTY OF _____) ss

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

Date



Resolution No. 2022-185
August 9, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS; during the November 3, 2020 General Election two Charter Amendments were approved extended the ability to nominate to boards and commission from only the Mayor to the Mayor or two Council Members; and

WHEREAS; a policy is needed so that the Open Meetings Act is adhered to and action of the public body is done in open session.

NOW THEREFORE IT BE RESOLVED, That the City Council of the City of Ypsilanti approve the following nominating process for boards and commissions:

APPOINTMENT OF BOARDS AND COMMISSIONS

- 1. Nominations for appointment to boards and commissions by the mayor or two members of City Council shall be submitted to the City Clerk.**
- 2. In accordance with the Open Meetings Act, nominations and request for support shall not be published or circuited by e-mail.**
- 3. Council members shall secure the approval on at least one other Council member before submitting a nomination to the City Clerk.**
- 4. The City Clerk shall put notice of the nomination on the next regular Council agenda.**
- 5. A confirmation vote on the nomination shall occur at the next regular City Council meeting after the notice meeting.**
- 6. An affirmative vote of at least 4 Council members is needed to confirm the appointment.**

OFFERED BY: _____

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

#Resolution No. 2022-185

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

#Resolution No. 2022-185



Resolution No. 2022-186
August 9, 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>
Julia Collins (Reappointment) 206 Oak Street Ypsilanti, MI 48197	Parks and Recreation	7/1/2025
Arieona Klaus Bicentennial (New Appointment) 208 Ballard Ypsilanti, MI 48197	Bicentennial Committee	Until

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
9 day of August 2022

#Resolution No. 2022-186

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	Kira Mather Crowner
------	---------------------

Email Address	
---------------	--

Address	710 Hemphill st
---------	-----------------

City	Ypsilanti
------	-----------

State	Michigan
-------	----------

Zip Code	48198
----------	-------

Phone Number	
--------------	--

Number of Years in the Community	9
----------------------------------	---

Ward You Live In	3
------------------	---

Education	High School and some college
-----------	------------------------------

Occupation	STAHM
------------	-------

Employer	Field not completed.
----------	----------------------

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:

Human Relations Commission, Art Commission

Party Affiliation

Field not completed.

Field not completed.

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

To help my community be more amazing.

Work/volunteer experience related to the board or commission:

Field not completed.

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

Yes

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

Yes

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



Resolution No. 2022-187
August 9, 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
9 day of August 2022

#Resolution No. 2022-187