



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, April 4, 2023 @ 6:00 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197
[VIRTUAL MEETING](#)**

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

- 3 - 15** A. Water Street development presentation from Carlisle Wortman Associates Inc. and Resolution 2023-064 to approve the contract.
[2023-064 and Supporting Documents- Pdf](#)

VII. RESOLUTIONS/MOTIONS/DISCUSSIONS

- 16 - 23** A. Resolution No. 2023-065, approving the minutes of the March 21, 2023 City Council Meeting.
[2023-065 - Pdf](#)

- 24 - 37** B. Resolution No. 2023-066, approving Ordinance 1410, an ordinance entitled "206-210 N Washington PILOT". **(Second Reading)**
[2023-066-Supporting Documents - Pdf](#)

- 38 - 62** C. Resolution No. 2023-067, approving an Embracing our Differences art installation in Riverside Park.
[2023-067 and Supporting Documents - Pdf](#)

- 63 - 65** D. Resolution No. 2023-068, approving an amendment for the Bicentennial Budget.
[2023-068 and Supporting Documents - Pdf](#)

- 66 - 173** E. Resolution 2023-069, approving a request for proposal of 756 and 856 Harriet Street.

VIII. 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

IX. LIAISON REPORTS

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

X. COUNCIL PROPOSED BUSINESS

XI. COMMUNICATIONS FROM THE MAYOR

XII. COMMUNICATIONS FROM THE CITY MANAGER

XIII. COMMUNICATIONS

174 - 177 A. Police Advisory Commission Annual Report
[Police Advisory Commission 2022 Annual Report](#)

178 - 185 B. Planning Commission Annual Report
[Planning Commission 2022 Annual Report](#)

XIV. PUBLIC COMMENT (3 MINUTES)

XV. REMARKS FROM THE MAYOR

XVI. ADJOURNMENT

- 186** A. Resolution No. 2023-070, adjourning the City Council Meeting.
[2023-070 - 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: Frances McMullan
DATE: April 4, 2023
SUBJECT: Carlisle Wortman Proposal and Contract

DESCRIPTION:

Carlisle Wortman Proposal and Contract

SUMMARY:

SUMMARY/BACKGROUND The City is working to develop the Water Street Project and has received two proposals for development. The City Manager desires to employ the Carlisle/Wortman firm to assist in the Water Street process and to help evaluate the proposals. Bids are not required for professional services.

RECOMMENDED ACTION: Adopt resolution to approve the employment of Carlisle/Wortman to assist with evaluation of Water Street proposals and other work that may be requested.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-064
April 4, 2023

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:
that:**

WHEREAS, The City is desirous of developing the Water Street Property; and

WHEREAS, The City has received two development proposals; and

WHEREAS, The City Manager desires professional help in evaluating the proposals and has identified Carlisle/Wortman Associates, Inc. as a firm well suited to help evaluate the proposals and assist in the development process; and

WHEREAS, Carlisle Wortman has provided an acceptable proposal for the services.

NOW THEREFORE, The City Manager is authorized to enter a contract with Carlisle/ Wortman for professional services to evaluate development proposals for Water Street and other services as needed, and sign the contract, subject to the approval of the City Attorney.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
4 day of April 2023

#Resolution No. 2023-064

CONSULTING SERVICES AGREEMENT BETWEEN
CITY OF YPSILANTI AND CARLISLE WORTMAN, INC.

THIS AGREEMENT is made this ____day of April, 2023 between the CITY OF YPSILANTI, a Michigan Home-Rule Corporation, of One South Huron Street, Ypsilanti MI 48197, hereinafter referred to as "CITY" and CARLISLE WORTMAN, INC. a Michigan corporation, of 117 North First Street, Suite 70, Ann Arbor MI 48104, hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS CONSULTANT is able and willing to provide consulting services according to city policies,

NOW THEREFORE, in consideration of the promises and covenants set forth, the parties mutually AGREE as follows:

1. CONSULTING SERVICES. The CONSULTANT shall perform consulting services for the CITY pursuant to a Proposal for Services - Economic Development Support - Water Street, copy of which is attached hereto and made a part hereof and other work that may be requested by CITY.
2. PAYMENT. The CITY shall pay the CONSULTANT on an hourly rate as set forth in the proposal on a month-to-month basis.
3. TERM OF AGREEMENT. This agreement shall be on an as needed basis commencing on April ____, 2023. The term of this Agreement shall be for a period from (3 years), unless mutually extended.
4. STANDARD OF PERFORMANCE. The CONSULTANT shall perform the Contract faithfully and diligently and perform the services in a competent, professional, satisfactory and proper manner and during the Contract term or extensions thereof, use every best effort and endeavor to promote the interests of the CITY and devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently carry out and perform the Contract.
5. This Agreement may be terminated by either the CITY or CONSULTANT individually or jointly upon thirty (30) days written notice. In such event the CONSULTANT will be compensated for work already completed.
6. This Contract is to be performed in Washtenaw County, Michigan, and all legal venues shall exclusively lie therein.

7. The parties agree that time is of the essence in the performance of this Contract by the CONSULTANT.

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

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

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

11. WAIVER AND LIABILITY. The CONSULTANT hereby waives any claim against the CITY and agrees not to hold the CITY liable for any personal injury or damage incurred by it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious intentional conduct of any employee of the CITY acting within the scope of their employment.

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

13. LIMITATION OF LIABILITY

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold the CITY harmless from damages and losses arising from the negligent acts, errors or omissions of the CONSULTANT in the performance of professional services under this Agreement, to the extent that the CONSULTANT is responsible for such damages and losses on a comparative basis of fault and responsibility between the CONSULTANT and the CITY. The CONSULTANT is not obligated to indemnify the CITY for the CITY's own negligence.

14. INSURANCE. The CONSULTANT, prior to commencing work shall provide at his own cost and expense the following insurance to the CITY in insurance companies licensed and/or approved in the State of Michigan, which insurance shall be evidenced by certificates and/or policies as determined by the CITY. All policies and certificates of insurance shall be

approved by the Department of City Manager of the CITY prior to the inception of any work.

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

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

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

All policies and certificates of insurance of the CONSULTANT shall contain the following clauses:

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

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

Any and all deductibles in the above-described insurance policies shall be assumed by and be for the account of, and at the sole risk of the CONSULTANT.

The CITY (at its option) shall be listed as an Additional Named Insured on the following insurance coverages provided by the CONSULTANT.

YES ☒	NO ☐	1)	Comprehensive General Liability
YES ☒	NO ☐	2)	Automobile Liability
YES ☐	NO ☒	3)	Malpractice Insurance

The CONSULTANT shall maintain at its own expense during the term of this Contract the following insurance:

Worker's Compensation insurance with Michigan statutory limits and employers' liability insurance with minimum limits of \$100,000 each accident.

General Liability insurance with a minimum limit of liability per occurrence of \$1,000,000,000 Combined Single Limit (Bodily Injury/Property Damage).

This insurance shall indicate on the Certificate of Insurance the following coverages:

- (a) Premises - Operations
- (b) Independent CONSULTANT and Sub-CONSULTANTS
- (c) Products and Completed Operations
- (d) Broad Form Contractual
- (e) Broad Form Liability Endorsement

Automobile Liability insurance with minimum limits of liability, per occurrence, of \$500,000 Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated in the "Special Conditions" of the Contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

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

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

15. **DISABILITY BENEFITS.** The CONSULTANT shall provide proof of compliance with the Disability Benefits Law. (If applicable).

16. **CONFLICT OF INTEREST.** The CONSULTANT covenants that neither said corporation nor any officer, agent or employee of the corporation has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the Contract.

17. **CONTINGENT FEES.** The CONSULTANT warrants it has not employed or retained any company or person other than bonafide employees working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, the CITY shall have the right

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

18. EQUAL OPPORTUNITY. The CONSULTANT has knowledge of and agrees to comply with the provisions of the Ypsilanti City Ordinance 538, Affirmative Action.

19. The CONSULTANT agrees to perform this Contract in accord with all federal, state and local laws and will not discriminate against any person on the basis of race, sex, color, national origin, religion, handicap status, heights, weight, marital status, or other criteria which is not relevant to the particular job.

20. The CONSULTANT further agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability as set forth in the American's With Disability Act, age, height, weight, or marital status (except insofar as it relates to a bonafide or occupational qualification reasonable necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Agreement.

21. LIVING WAGE.

A. (1) Living Wages be paid according to the Ypsilanti Living Wage Ordinance No. 892 (The Ordinance) , and
(2) Suitable notices be posted in the work place; and
(3) Evidence of compliance including payroll records be provided to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.

22. This Contract and attachments hereto are the sole Contract and Agreement between the CONSULTANT and CITY. Any changes, additions or deletions shall not be effective or actionable unless they are in writing signed by the parties.

23. NOTICES. All notices concerning this Contract shall be deemed served on the party if sent to the party at the address shown at the beginning of this Contract, or such other address as has been endorsed to the Contract copy of the serving party in writing by the party so served and notified.

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

25. NOT IN DEFAULT TO CITY. The CONSULTANT hereby certifies that the CONSULTANT is not in default to the CITY, and that there are no unpaid taxes,

real or personal, owed to the CITY by the CONSULTANT, and the CONSULTANT has no other unfulfilled obligations to the CITY and is in compliance with all Ypsilanti City codes and ordinances. The parties understand that a breach of this provision is a material breach of the contract.

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

IN WITNESS WHEREOF, the undersigned have set their hands the day and year set out below. The parties signing all certify that they sign this agreement with full power and authority.

Carlisle Wortman, Inc.

By: Ben R. Carr

Dated: March 2nd, 2023.

CITY OF YPSILANTI, a Michigan
Municipal home-rule City

BY: _____
Frances McMullan, City Manager

APPROVED AS TO FORM:

John M. Barr
Ypsilanti City Attorney



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

March 27, 2023

Frances McMullan
City Manager
City of Ypsilanti
One South Huron Street
Ypsilanti, MI 48197

Via email: FMcmullan@cityofypslanti.com

Re: Proposal of Services – Economic Development Support-Waters Street

Dear Ms. McMullan,

Thank you for the opportunity to present a proposal for services to assist the City of Ypsilanti in the evaluation of the Waters Street development. To date, the city has considered two concept proposals for the site, one from J29:7 Planning and Development Corp. and another by Renovare Development.

Based on our conversation, the city is seeking assistance in evaluating the two teams and perspective proposals. Specifically, the City seeks our assistance to complete the following tasks:

- Create a process for developer and development evaluation.
- Evaluate the two development proposals, including consistency with City goals, City ordinances, planning best practices, and economic viability.
- Vet the two development teams including review of past projects.
- Work with various stakeholders in the process, including elected and appointed officials, city residents, and any identified special interest groups.
- Work with City staff throughout the process.
- Make a recommendation to the City regarding which development team to partner.
- Assist chosen development team in establishing a robust community engagement process to better refine their proposal and scope of development.

We recognize that additional tasks may arise through the process, and we are adept at adopting as necessary. Due to the evolving scope of the assignment, we think its best to charge the city at an agreed upon hourly rate. Our hourly rate schedule is attached to this proposal.

*Benjamin R. Carlisle, President Douglas J. Lewan, Executive Vice President John L. Enos, Vice President
David Scurto, Principal Sally M. Elmiger, Principal R. Donald Wortman, Principal
Paul Montagno, Principal, Megan Masson-Minock, Principal, Laura Kreps, Senior Associate
Richard K. Carlisle, Past President/Senior Principal*

Proposal of Services to City of Ypsilanti
Economic Development Tools – Waters Road

Thank you for the opportunity. Please do not hesitate to contact us at (734) 662-2200 if you have any questions.

Sincerely,



CARLISLE/WORTMAN ASSOC., INC
Benjamin R. Carlisle, AICP, LEED AP
President

Attachments:

- Firm Background
- Personal Assigned to Project
- Hourly Rate Schedule

Proposal accepted by:

_____ Signature	_____ Date
Frances McMullan City Manager, City of Ypsilanti	

_____ Signature	_____ Date
Benjamin R. Carlisle President, Carlisle/Wortman Associates	

Attachment 1: Firm Background

Carlisle | Wortman Associates, Inc. is well prepared and equally enthused to conduct the scope of services and service specifications as requested. Since 1988 Carlisle | Wortman Associates Inc. has been providing public sector clients with professional planning services. Our highly experienced professionals are forward thinking, both experienced and accomplished at finding sound and creative strategies to fit our clients' needs. Our core service is to act as an expert and extension of the City with the goal of building strong, attractive, and more livable communities. Our continuing success is a direct result of the philosophy to which we adhere: responsiveness, commitment, trust, and success.

We have been exclusively servicing Michigan for over thirty-five years. With a commitment to public service, we only provide services for governmental and non-profit entities ranging from townships, cities, and counties to community development organizations and public transit agencies. We take pride in the fact that Carlisle | Wortman Associates does not represent private developers, as we believe this creates a conflict of interest. The firm currently serves over 60 clients, the majority of which are centered on continuing planning services. Each client is personally represented by a principal of the firm.

Most importantly we know Ypsilanti and have a long working history with the city. We have assisted the city in drafting multiple Master Plans, numerous zoning ordinances rewrites, and continuing services including providing office hours.

City of Ypsilanti can rely on CWA for:

Responsiveness

We believe in constant contact with our clients via telephone, in person meetings, email, and mobile communication and at hours beyond standards business practice.

Commitment

We have been working with client communities for over 40 years.

Trust

We cherish long-term client-consultant relationships built by listening intently to client needs, maintaining clear and frequent contact, providing timely and responsive service, and exceeding expectations.

Success

We equip our clients for success by sharing our expertise, leadership, and creativity while educating communities to ensure successful solutions.

Attachment 2: Personnel Assigned to the Project

Richard Carlisle, Past President

President Richard K. Carlisle, FAICP has, by direct influence and example, shaped planning regulation, practices and perceptions for the state of Michigan. In his 46 years in private practice, he has developed plans and regulations that brought new life to established communities and shaped growing communities in sustainable ways that consciously served the best interests of people, businesses, the environment and the economy. He gives back to his profession and community serving on the boards of state and national professional associations and as a trainer, speaker and author. Dick has served as an expert witness in more than 100 zoning cases.

Ben Carlisle, President

Ben Carlisle, AICP has twenty years of experience working as a professional planner, including experience in zoning, land use and comprehensive planning, site planning, Tax Increment Financing, and economic development. With Carlisle/Wortman Associates, Mr. Carlisle serves as principal-in-charge to the Cities of Ann Arbor, Troy, Berkley, and Clarkston, and the Townships of Pittsfield, Superior, and Ypsilanti. Mr. Carlisle previously served as the Interim Planning Manager for the City of Ann Arbor.

Mr. Carlisle also serves as a planning and zoning trainer for the Michigan Municipal League, and is the former Region IV representative to the American Institute of Certified Planners Board of Commissioners.

Matteo Passalacqua, Associate

Matteo Passalacqua, MUP has over ten years of experience in the non-profit, for-profit and public Real Estate sector. His roles have included Leasing Manager, Property Manager and General Manager as it relates to the operations of office, retail, industrial and historic properties. During his career tenure, Mr. Passalacqua has used his planning education to utilize field practices in the development industry as it relates to sustainability, interactive environments, walkability, urban design and historic redevelopment.

Attachment 3: Hourly Rate Schedule

Personnel	2023 Hourly Rate	2024 Hourly Rate	2025 Hourly Rate
Past President / Senior Principal	\$150.00	\$155.00	\$160.00
President/Principal	\$140.00	\$145.00	\$150.00
Senior Associate	\$130.00	\$135.00	\$140.00
Associate	\$120.00	\$125.00	\$130.00
Community Planner/Landscape Architect	\$110.00	\$115.00	\$120.00
Graphics (GIS) Technician	\$93.00	\$98.00	\$103.00
Support Staff	\$78.00	\$83.00	\$88.00



Resolution No. 2023-065
April 4, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:
THAT the minutes of March 7, 2023 City Council Meeting 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
4 day of April 2023

#Resolution No. 2023-065



MINUTES REGULAR COUNCIL Meeting

6:00 PM - Tuesday, March 21, 2023
Council Chambers

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, March 21, 2023, at 6:01 PM, in the Council Chambers, with the following members present:

PRESENT: Council Member Jennifer Symanns(6:14), Mayor Pro-Tem Steven Wilcoxon, Mayor Nicole Brown, Council Member Evan Sweet, Council Member Roland Tooson, and Council Member Michelle King

ABSENT: Council Member Desirae Simmons

I CALL TO ORDER

The meeting was called to order at 6:01 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

The agenda was approved as amended

Change:

- Remove Resolution No. 2023-059 and place it on the April 18, 2023 agenda.
- Remove Ordinance No. 1408 and place it on the April 18, 2023 agenda.

V WORK SESSION 6:00 PM TO 7:00 PM

- a) Water Street development presentation, Derric L. Scott J29:7 Planning and Development Corporation
- b) Water Street development presentation, Renovare Development

VI PUBLIC COMMENT (3 MINUTES)

Five members of the public spoke.

VII ORDINANCES FIRST READING

- a) ~~Ordinance 1408, an Ordinance Entitled "Amending Chapter 7 of the Ypsilanti City Code".~~ **(Removed and postponed until April 18, 2023)**
1. Resolution No. 2023-041, determination
 2. Public Hearing

3. ~~Resolution No. 2023-042, closing the public hearing~~

- b) ~~Ordinance No. 1409 – An Ordinance entitled, "An ordinance to impose an emergency moratorium on issuance of new marihuana permits for sale or dispensing of marihuana in the City of Ypsilanti for 60 days". (Removed and postponed until April 18, 2023)~~

- ~~1. Resolution No. 2023-051, determination.~~
- ~~2. Open Public Hearing~~
- ~~3. Resolution No. 2023-052, close the public hearing~~

Mayor Pro-Tem Wilcoxon moved, seconded by Council Member Symanns to postpone this ordinance until April 18, 2023.

On a voice vote, the motion carried.

- c) Ordinance 1410, an Ordinance Entitled "206-210 N Washington PILOT".

1. Resolution No. 2023-053, determination
2. Public Hearing **Two members of the public spoke.**
3. Resolution No. 2023-054, closing the public hearing

Council Member Evan Sweet moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2023-054

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

That the public hearing for an ordinance entitled "City of Ypsilanti Tax Exemption Ordinance – 206 N Washington" be officially closed.

RESULT:	CARRIED.
MOVER:	Council Member Evan Sweet
SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Evan Sweet, Roland Tooson, and Michelle King
ABSENT:	Desirae Simmons

Council Member Evan Sweet moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2023-053

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

The certain ordinance entitled: "City of Ypsilanti Tax Exemption Ordinance – 206 N Washington" be adopted on first reading.

RESULT:	CARRIED.
MOVER:	Council Member Evan Sweet
SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Nicole Brown, Evan Sweet, Roland Tooson, and Michelle King
NAYS:	Steven Wilcoxon
ABSENT:	Desirae Simmons

VIII CONSENT AGENDA

- a) Resolution No. 2023-055, approving the Consent Agenda.

Council Member Michelle King moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2023-055

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

- 1. Resolution No. 2023-056, approving the minutes of the March 7, 2023 City Council Meeting.**
- 2. Resolution No. 2023-057, approving the tying of teal ribbons on city trees in the downtown during the month of April for Sexual Assault Awareness Month.**

RESULT:	CARRIED.
MOVER:	Council Member Michelle King
SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Evan Sweet, Roland Tooson, and Michelle King
ABSENT:	Desirae Simmons

- b)** Resolution No. 2023-056, approving the minutes of March 7, 2023 City Council Meeting Minutes.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of March 7, 2023 City Council Meeting be approved.

- c)** Resolution No. 2023-057, approving the tying of teal ribbons on city trees in the downtown during the month of April for Sexual Assault Awareness Month.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the 1970s saw a significant growth for prevention and awareness of sexual violence across the county, following the general trend of social activism throughout the decade;

WHEREAS, as early as 1976, Take Back the Night marches rallied women in organized protest against rape and sexual assault, these marches protested the violence and fear that women encountered walking the streets at night; and

Whereas, by the late 1990s many advocates began coordinating activities and events throughout the month of April, advancing the idea of a nationally recognized month for sexual violence awareness and prevention activities; and

Whereas, in 2001 April was first observed as Sexual Assault Awareness month; and

Whereas, the National Sexual Violence Resource Center (NSVRC) and the Resource Sharing Project (RSP) polled the preferred color for sexual assault awareness and prevention determining the color blue, the teal ribbon was then adopted as a symbol of sexual assault awareness and prevention; and

Whereas, the SafeHouse Center (SHC) was requested teal ribbons be tied to city trees in the downtown, with small cards attached providing statistics to raise awareness in our community at 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 to city trees throughout downtown from April 1st - April 30, 2023, to raise awareness of sexual assault.

IX RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Resolution No. 2023-058, approving the submission of a grant application for the construction of the Cross Street Bridge.

Council Member Evan Sweet moved, seconded by Mayor Pro-Tem Steven Wilcoxon, to approve Resolution No. 2023-058

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the bridge on Cross Street over the Huron River in the City of Ypsilanti needs superstructure replacement to extend the life of the bridge; and,

Whereas, OHM, consulting engineers for the City of Ypsilanti, completed the inspection of the bridges in the City and prepared inspection reports and other information on the above-mentioned bridge; and,

Whereas, based on the findings and recommendations of OHM, the Director of Public Services recommends that the City make application to the Michigan Department of Transportation's Local Bridge Program for superstructure replacement; and,

Whereas, the City of Ypsilanti has the 50% portion of the project financing available;

Now therefore be it resolved that that the City Council of the City of Ypsilanti authorizes the Director of Public Services and OHM to apply to the Michigan Department of Transportation's Local Bridge Program with the application seeking financial assistance to perform superstructure replacement on the Cross Street Bridge.

RESULT:	CARRIED.
MOVER:	Council Member Evan Sweet
SECONDER:	Mayor Pro-Tem Steven Wilcoxon
AYES:	Steven Wilcoxon, Nicole Brown, Evan Sweet, Roland Tooson, and Michelle King
ABSENT:	Jennifer Symanns and Desirae Simmons

- b) ~~Resolution No. 2023-059, giving tribute, honor, respect and appreciation to the City of Ypsilanti, the Ypsilanti Parks Commission, the Ypsi Arbor American Little League, the late league president William F. Anhut.~~ **(Removed and postponed until April 18, 2023)**
- c) Resolution No. 2023-049, approving a policy to govern the youth Mini-Grants provided by the city. **(Tabled 3-7-23)**

Council Member Roland Tooson moved, seconded by Council Member Evan Sweet, to approve Resolution No. 2023-049

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City of Ypsilanti wishes to provide financial assistance through mini-grants for local non-profits that work with youth; and

Whereas, for several Fiscal Years City Council has budgeted \$25,000, that would be allocated in \$5,000 increments to applicable organizations; and

WHEREAS, a written policy would both benefit the applicants and city officials in the allocation of these funds.

Now therefore be it resolved that the City Council of the City of Ypsilanti approves the attached policy with immediate effect.

RESULT:	CARRIED.
MOVER:	Council Member Roland Tooson
SECONDER:	Council Member Evan Sweet
AYES:	Steven Wilcoxon, Nicole Brown, Evan Sweet, Roland Tooson, and Michelle King
ABSENT:	Jennifer Symanns and Desirae Simmons

- d) Resolution No. 2023-060, approving the appointment of Tobias Lipski as Assist City Attorney.

Council Member Roland Tooson moved, seconded by Council Member Evan Sweet, to approve Resolution No. 2023-060

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that upon the recommendation of John M. Barr, Ypsilanti City Attorney, the appointment of Tobias J. Lipski as an Assistant City Attorney is hereby confirmed and ratified.

RESULT:	CARRIED.
MOVER:	Council Member Roland Tooson
SECONDER:	Council Member Evan Sweet
AYES:	Steven Wilcoxon, Nicole Brown, Evan Sweet, Roland Tooson, and Michelle King
ABSENT:	Jennifer Symanns and Desirae Simmons

- e) Resolution No. 2023-061, approving appointments to boards and commissions.

Council Member Roland Tooson moved, seconded by Council Member Evan Sweet, to approve Resolution No. 2023-061

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>
Brian Jones-Chance 504 Maus Ypsilanti, MI 48198	Ypsilanti Downtown Development Authority	7/1/2026

RESULT:	CARRIED.
MOVER:	Council Member Roland Tooson
SECONDER:	Council Member Evan Sweet
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Evan Sweet, Roland Tooson, and Michelle King
ABSENT:	Desirae Simmons

- f) Resolution No. 2023-062, approving the allocation of funds for the operation of the Earth Day Event on April 16, 2023. (added)

Mayor Pro-Tem Steven Wilcoxon moved, seconded by Council Member Evan Sweet, to approve Resolution No. 2023-062

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Annual Earth Day Event will be April 16, 2023; and

WHEREAS, members of the Sustainability Commission are requesting \$1,100 to assist in covering expenses of the event; and

WHEREAS, the funds will be used promotion, vendors, and prizes.

NOW THEREFORE BE IT RESOLVED, That the City Council of the City of Ypsilanti allocate \$1,100 to assist in covering costs for the event.

RESULT:	CARRIED.
MOVER:	Mayor Pro-Tem Steven Wilcoxon
SECONDER:	Council Member Evan Sweet
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Evan Sweet, Roland Tooson, and Michelle King
ABSENT:	Desirae Simmons

X BOARD AND COMMISSION - LIAISON REPORTS

1. Police Advisory Commission. - None
2. Human Relations Commission. - None
3. Arts Commission. - None
4. Parks and Recreation Commission. - Council Member Sweet state they have chosen a date for the Fall Days event at Frog Island. The Commission will also be accepting a Community Service award from Mparks.
5. Sustainability Commission. - None
6. Historic District Commission. None
7. Planning Commission. - Mayor Pro-Tem Wilcoxon stated the commission is moving forward with the site plan review of 599 S Mansfield. Dylan Goings informed the commission about the projects of the Non-Motorized Commission.
8. Zoning Board of Appeals - None

XI LIAISON REPORTS

1. SEMCOG Update - None
2. Washtenaw Area Transportation Study - None
3. Urban County - None
4. Ypsilanti Downtown Development Authority - Mayor Brown stated the DDA discussed beatification and overall landscaping of the downtown. They are also discussing how to become involved with the Bicentennial, potentially hanging banners from the downtown light poles.
5. Friends of Rutherford Pool - None
6. Bicentennial Committee - None

XII COUNCIL PROPOSED BUSINESS

- a) **King**
 - 1. None
- b) **Wilcoxon**
 - 1. Thanked DPS Director Wessler for providing a list of projects in the city to provide to Ypsilanti state leadership to earmark funds.
- c) **Sweet**
 - 1. None
- d) **Symanns**
 - 1. Stated it is important for the city to know how the development of Water Street would impact potential Native American artifacts on the site.
 - 2. Thanked DPS for their quick response to the storm through the collection of branches that felled as a result.
- e) **Tooson**
 - 1. None

XIII COMMUNICATIONS FROM THE MAYOR

- 1. Thanked DPS Director Wessler and Planning Department/DDA Director Jacobs for their acquisition of Community Development Block Grant funds.

XIV COMMUNICATIONS FROM THE CITY MANAGER

XV PUBLIC COMMENT (3 MINUTES) **one member of the public spoke.**

XVI REMARKS FROM THE MAYOR

XVII ADJOURNMENT

- a) Resolution No. 2023-063, adjourning the City Council Meeting.

The meeting adjourned at 8:13 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.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Christopher Jacobs
DATE: April 4, 2023
SUBJECT: 206/210 N Washington Avalon PILOT

DESCRIPTION:

206/210 N Washington Avalon PILOT

SUMMARY:

In 2019, the City of Ypsilanti purchased 206/210 N Washington using its Right of First Refusal from the County Treasurer and shortly thereafter we released an RFP aimed at redeveloping the property. In September 2020, City Council accepted a proposal from Avalon Housing for redevelopment as affordable housing. A purchase agreement for \$100,000 was signed and extended to allow for due diligence and over this period Avalon has identified the property to be unsalvageable due to extensive fire damage. Consequently, Avalon has submitted a proposal for the demolition of the existing building to the Historic District Commission and a proposal for the new construction to Planning Commission. Both commissions viewed the project favorably and granted the necessary approvals with conditions.

On February 2, 2023, Avalon made a formal request for a Payment in Lieu of Taxes (PILOT) and provided the necessary information to have the request considered. The requested PILOT is 4% of total shelter rents for the next 50 years which lines up with the application for LIHTC at MSHDA. Shelter rents proposed are \$750 at 22 units for a total of \$198,000. If approved, the payment in lieu of taxes would be \$7,920 annually. The City would collect a portion, but not all, of this payment in lieu of taxes.

The affordability of these units varies. 8 of these units will be supportive housing units, targeted to households with incomes at or below 30% AMI and will have project-based vouchers to assure affordability for extremely low-income households. The other 14 units will be target to households with incomes at or below 50% or 60% AMI. A proforma from Avalon was provided with the request and included with this RFL for your review. Additionally, Avalon is seeking MSHDA financing by April 3rd and states approval of a local PILOT strengthens the application.

Working with the City Assessor, staff estimated the annual tax to be \$55,615 without a PILOT. The PILOT is requested for a duration of 50 years, which makes the total value of the incentive \$2,384,750 (2,780,750 – 396,000). After reviewing the information staff is recommending approving a 4% pilot ordinance for the proposed development.

ATTACHMENTS:

Pilot Ordinance for 206 N Washington

Avalon Housing Proforma

PILOT Comparison and Table

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-066
April 4, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The certain ordinance entitled: "City of Ypsilanti Tax Exemption Ordinance – 206 N Washington" be adopted 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
4 day of April 2023

#Resolution No. 2023-066



CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE

Ordinance No. 1410

TAX EXEMPTION ORDINANCE

An ordinance to provide for a service charge in lieu of taxes for a housing project for low income 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 – 206 N Washington"

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 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 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 206 N Washington Limited Dividend Housing Association LLC (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 a low income housing project identified as 206 N Washington St on certain property located at 206-210 N Washington St in the City to serve low income

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 Gross Shelter Rent means the total collections during a calendar year 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. 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.

E. 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.

F. 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.

G. 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 206 N Washington Limited Dividend Housing Association LLC and any entity that receives or assumes a mortgage loan and is an eligible mortgagor under the Act.

H. 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 projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan. It is further determined that 206 N Washington Limited Dividend Housing Association LLC is of this class

SECTION 5. Establishment of Annual Service Charge.

The Housing Development identified as 206 N Washington and the property on which it is will be 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 the 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 for public services in lieu of all *ad valorem* property taxes. The annual service charge shall be equal to 4% of the Annual Gross Shelter Rents actually collected by the housing project during each operating year.

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 a 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 21 DAY OF March, 2023.

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 March, 2023.

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 March, 2023.

Andrew Hellenga, City Clerk

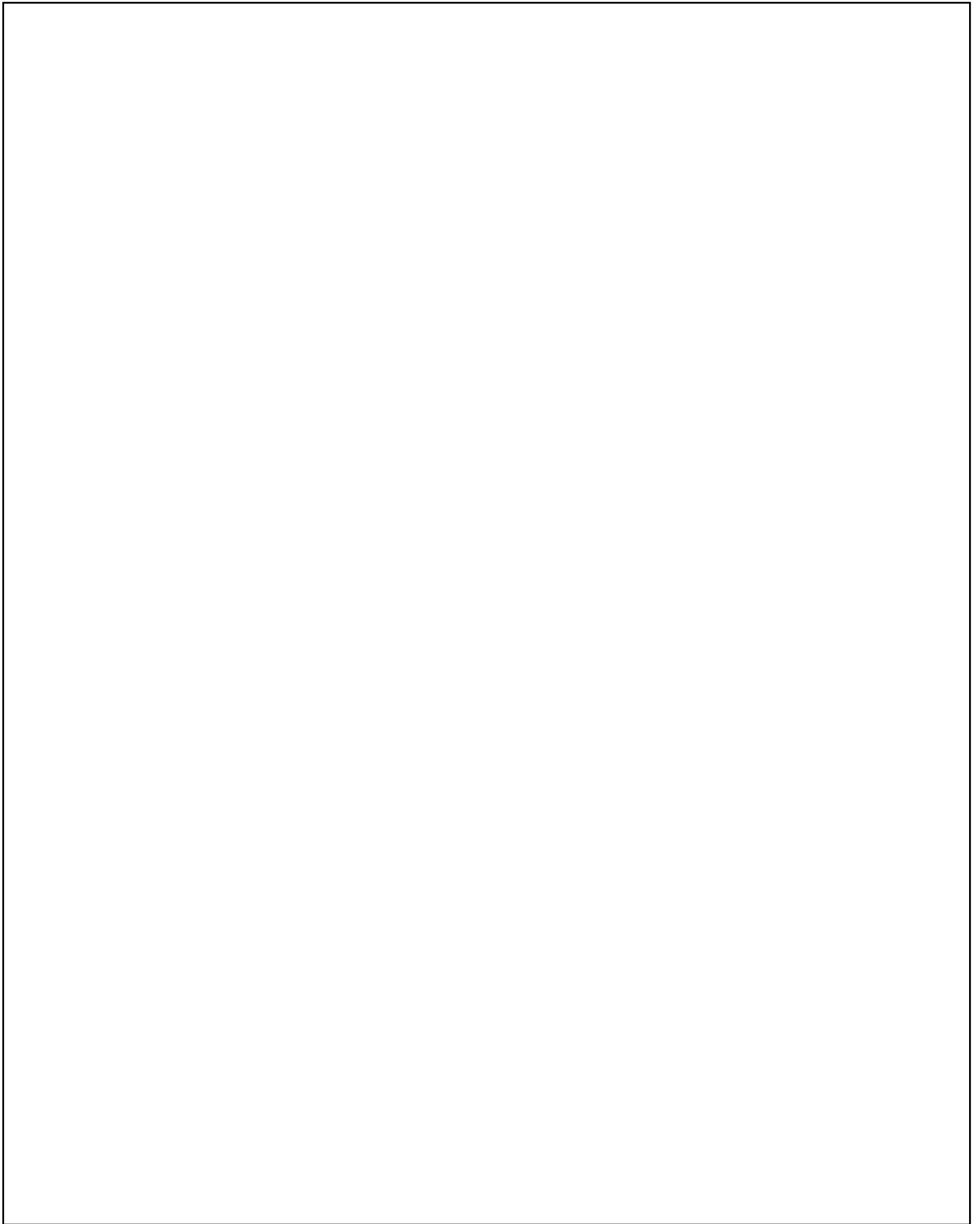
Notice Published:

First Reading:

Second Reading:

Published:

Effective Date:





To: Joe Meyers, Director of Economic Development

From: Wendy Carty-Saxon & Michael Appel, Avalon Housing

Re: 206/210 N. Washington St. redevelopment

Date: February 2, 2023

We are writing this memo to request that you begin the process of City consideration for providing our 206/210 N. Washington St. redevelopment project a PILOT.

We are proposing the new construction of a 22-unit supportive housing development with 1-bedroom apartments and common space for tenants, property management and services. This will include demolition of the existing, blighted residential structure and preservation of the two historic outbuildings. We currently anticipate that 8 of these units will be supportive housing units, will be targeted to households with incomes at or below 30% AMI, and will have project-based vouchers to assure affordability for extremely low-income households. The other 14 units will be targeted to households with incomes at or below 50% or 60% AMI, with rents projected at \$750/month.

We have attached our proposed proforma.

Our development is currently moving through the City's entitlement process with consideration at the Historic District Commission for demolition approval and at the Planning Commission for site plan approval later this month.

We anticipate applying for critical MSHDA financing in the coming months, either the 9% LIHTC round on April 3, or the MSHDA HOME-ARP round likely due shortly thereafter. For these applications, approval of a local PILOT strengthens the application.

We understand that this PILOT request will also provide for the commencement of the Community Benefits Ordinance process. We look forward to working with you on this.

PROJECT PROFORMA - 206, 210 N. Washington

TOTAL NUMBER OF UNITS	22
Efficiency	0
One-bedroom	22

DEVELOPMENT BUDGET	TOTAL COST	PER UNIT COST
Acquisition		
Land and building	\$ 105,000	\$4,773
TOTAL ACQUISITION COSTS	\$ 105,000	\$4,773

II. New Construction Costs		
New construction & rehab cost (estimated)	\$ 4,992,871	\$226,949
GRPO	\$710,808	\$32,309
New construction contingency (10%)	\$ 570,368	\$25,926
TOTAL CONSTRUCTION COSTS:	\$ 6,274,047	\$285,184

III. Soft Costs		
Survey/Engineering	\$ 50,000	\$2,273
Appraisal	\$ 6,000	\$273
Environmental	\$ 40,000	\$1,818
Architectural fees	\$ 150,000	\$6,818
City Site Plan Fees	\$ 7,500	\$341
Market study	\$ 6,500	\$295
Developer Fee (15%)	\$ 1,100,000	\$50,000
Commitment Fees	\$ -	\$0
Cost Certification and 10% carry over accounting	\$ 12,500	\$568
Legal fees	\$ 40,000	\$1,818
Perm loan origination fees	\$ -	\$0
Perm loan title	\$ -	\$0
Perm Loan Legal	\$ -	\$0
Bridge/Predev Loan orig and legal	\$ 500	\$0
Bridge/Predev Loan Interest	\$ -	\$0
Bridge Loan taxes and title	\$ -	\$0
Construction loan origination fee	\$ 32,020	\$1,455
Construction loan legal fees	\$ 40,000	\$1,818
Construction loan interest	\$ 175,000	\$7,955
Tax Credit fees, 6% plus app fee	\$ 46,804	\$2,127
Tax Credit Compliance fees	\$ 8,075	\$367
MSHDA loan commitment fees	\$ -	\$0
Inspection fees (Engineer/contractor)	\$ 12,500	\$568
Syndicator Legal fees	\$ 55,000	\$2,500
Title insurance/Recording fees, UCC fees	\$ 35,000	\$1,591
Contractor Cost Cert	\$ -	\$0
Building Permit and Bond	\$ 100,000	\$4,545
Permits, fees, incl w/s connxn, Footing drain disco	\$ 25,000	\$1,136
Construction period taxes	\$ 10,000	\$455
Construction period insurance	\$ 40,000	\$1,818
Construction period utilities	\$ 5,000	\$227
Relocation	\$ -	\$0
Equipment and Furnishings	\$ 41,500	\$1,886
One Month GRP	\$ -	\$0
Operating Reserve	\$ 104,109	\$4,732
Operating Deficit Reserve	\$ 205,000	\$9,318
Services reserve	\$ -	\$0
Additional Synd Op and Lender Reserve	\$ -	\$0
Replacement Reserve	\$ -	\$0
TOTAL SOFT COSTS:	\$ 2,348,008	\$106,728
TOTAL DEVELOPMENT COSTS (I+II+III)	\$ 8,727,055	\$396,684

SOURCES OF FINANCING		
LP Equity (LIHTC), anticipated	\$ 3,779,572	\$171,799
Urban County HOME Funds	\$ 350,000	\$15,909
Urban County HOME Funds	\$ 150,000	\$6,818
Washtenaw County Funding	\$ 350,000	\$15,909
Sponsor Loan--Brownfield	\$ 500,000	\$22,727
GP Capital	\$ 100	\$5
MSHDA HOME-ARP	\$ 3,574,835	\$162,493
Deferred fee	\$ -	\$0
Sponsor Loan--Brownfield (predevelopment)	\$ 22,548	\$1,025
	\$ -	\$0
TOTAL	\$ 8,727,055	\$396,684
Prepared by Avalon Housing		

sources - uses \$ (0)

**206/210 N. Washington Proforma
OPERATING PRO FORMA ***

No. of units:	22	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
INCOME																
Rental Income		\$226,608	\$228,874	\$231,163	\$233,474	\$235,809	\$240,525	\$245,336	\$250,243	\$255,247	\$260,352	\$265,559	\$270,871	\$276,288	\$281,814	\$287,450
other income		\$1,000	\$1,010	\$1,020	\$1,030	\$1,041	\$1,061	\$1,083	\$1,104	\$1,126	\$1,149	\$1,172	\$1,195	\$1,219	\$1,244	\$1,268
vacancy	7%	(12,697)	(16,021)	(16,181)	(16,343)	(16,507)	(16,837)	(17,174)	(17,517)	(17,867)	(18,225)	(18,589)	(18,961)	(19,340)	(19,727)	(20,122)
Effective gross rent		\$214,911	\$213,863	\$216,002	\$218,162	\$220,343	\$224,750	\$229,245	\$233,830	\$238,507	\$243,277	\$248,142	\$253,105	\$258,167	\$263,330	\$268,597
EXPENSES																
Maintenance Labor	\$750	16,500	\$16,995	\$17,505	\$18,030	\$18,571	\$19,128	\$19,702	\$20,293	\$20,902	\$21,529	\$22,175	\$22,840	\$23,525	\$24,231	\$24,958
Maintenance Supplies	\$375	8,250	\$8,498	\$8,752	\$9,015	\$9,285	\$9,564	\$9,851	\$10,146	\$10,451	\$10,764	\$11,087	\$11,420	\$11,763	\$12,115	\$12,479
Management Staff	\$1,700	37,400	\$38,522	\$39,678	\$40,868	\$42,094	\$43,357	\$44,658	\$45,997	\$47,377	\$48,799	\$50,262	\$51,770	\$53,323	\$54,923	\$56,571
Contractual Services	\$1,100	24,200	\$24,926	\$25,674	\$26,444	\$27,237	\$28,054	\$28,896	\$29,763	\$30,656	\$31,576	\$32,523	\$33,498	\$34,503	\$35,539	\$36,605
Electricity	\$1,100	24,200	\$25,168	\$26,175	\$27,222	\$28,311	\$29,160	\$30,035	\$30,936	\$31,864	\$32,820	\$33,804	\$34,818	\$35,863	\$36,939	\$38,047
Gas	\$0	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water & Sewer	\$300	6,600	\$6,930	\$7,277	\$7,640	\$8,022	\$8,423	\$8,845	\$9,287	\$9,751	\$10,239	\$10,751	\$11,288	\$11,853	\$12,445	\$13,068
Property taxes/PILOT (10%)	\$795	17,500	\$16,661	\$16,510	\$16,604	\$16,670	\$16,734	\$17,043	\$17,332	\$17,628	\$17,926	\$18,229	\$18,536	\$18,846	\$19,161	\$19,479
Insurance	\$800	17,600	\$18,128	\$18,672	\$19,232	\$19,809	\$20,403	\$21,015	\$21,646	\$22,295	\$22,964	\$23,653	\$24,363	\$25,093	\$25,846	\$26,622
Replacement reserves	\$300	6,600	\$6,798	\$7,002	\$7,212	\$7,428	\$7,651	\$7,881	\$8,117	\$8,361	\$8,612	\$8,870	\$9,136	\$9,410	\$9,692	\$9,983
Site Security	\$882	19,404	\$19,986	\$20,586	\$21,203	\$21,839	\$22,495	\$23,169	\$23,864	\$24,580	\$25,318	\$26,077	\$26,860	\$27,665	\$28,495	\$29,350
Administrative expenses	\$200	4,400	\$4,532	\$4,668	\$4,808	\$4,952	\$5,101	\$5,254	\$5,411	\$5,574	\$5,741	\$5,913	\$6,091	\$6,273	\$6,462	\$6,655
Accounting Fees	\$600	13,200	\$13,596	\$14,004	\$14,424	\$14,857	\$15,302	\$15,761	\$16,234	\$16,721	\$17,223	\$17,740	\$18,272	\$18,820	\$19,385	\$19,966
Management Fees	\$562	12,364	\$12,735	\$13,117	\$13,510	\$13,916	\$14,333	\$14,763	\$15,206	\$15,662	\$16,132	\$16,616	\$17,115	\$17,628	\$18,157	\$18,702
Total Expenses	9,464	208,218	\$213,475	\$219,619	\$226,213	\$232,992	\$239,706	\$246,873	\$254,234	\$261,822	\$269,642	\$277,701	\$286,006	\$294,567	\$303,390	\$312,483
NET OPERATING INCOME		\$6,693	\$388	(\$3,617)	(\$8,051)	(\$12,648)	(\$14,956)	(\$17,628)	(\$20,404)	(\$23,315)	(\$26,365)	(\$29,558)	(\$32,901)	(\$36,400)	(\$40,059)	(\$43,886)
Debt coverage ratio		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Net Cash Flow **		\$6,693	\$388	(\$3,617)	(\$8,051)	(\$12,648)	(\$14,956)	(\$17,628)	(\$20,404)	(\$23,315)	(\$26,365)	(\$29,558)	(\$32,901)	(\$36,400)	(\$40,059)	(\$43,886)
Possible Deferred Dev Fee		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Deferred Fee Owed		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Deferred Fee Paid		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Deferred Fee Balance		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash flow after deferred dev fee		\$6,693	\$388	(\$3,617)	(\$8,051)	(\$12,648)	(\$14,956)	(\$17,628)	(\$20,404)	(\$23,315)	(\$26,365)	(\$29,558)	(\$32,901)	(\$36,400)	(\$40,059)	(\$43,886)
Asset Mgt Fee		\$3,600	\$3,708	\$3,819	\$3,934	\$4,052	\$4,173	\$4,299	\$4,428	\$4,560	\$4,697	\$4,838	\$4,983	\$5,133	\$5,287	\$5,445
Cash flow after asset mgmt fee		\$3,093	(\$3,320)	(\$7,436)	(\$11,985)	(\$16,700)	(\$19,130)	(\$21,927)	(\$24,831)	(\$27,876)	(\$31,062)	(\$34,397)	(\$37,885)	(\$41,532)	(\$45,346)	(\$49,332)
Operating Deficit Reserve																
beginning balance		\$205,000	\$213,200	\$221,728	\$226,980	\$228,008	\$224,480	\$218,503	\$209,615	\$197,596	\$182,184	\$163,107	\$140,072	\$112,774	\$80,885	\$44,062
interest		\$8,200	\$8,528	\$8,869	\$9,079	\$9,120	\$8,979	\$8,740	\$8,385	\$7,904	\$7,287	\$6,524	\$5,603	\$4,511	\$3,235	\$1,762
withdrawal		\$0	\$0	(\$3,617)	(\$8,051)	(\$12,648)	(\$14,956)	(\$17,628)	(\$20,404)	(\$23,315)	(\$26,365)	(\$29,558)	(\$32,901)	(\$36,400)	(\$40,059)	(\$43,886)
ending balance		\$213,200	\$221,728	\$226,980	\$228,008	\$224,480	\$218,503	\$209,615	\$197,596	\$182,184	\$163,107	\$140,072	\$112,774	\$80,885	\$44,062	\$1,938

Notes

Assumes 7% vacancy rate

Assumes rent increases of 1%/year years 1-5, 2% per year thereafter

Assumes expense increases of 3%/year with electric rising at 4%/year in years 1-5 of the proforma; water 5%/year throughout the proforma

22 1-bedroom units, with PBV rents of \$1048 in year one, and remaining units at \$750/month.

The 22 units are anticipated to include a combination of supportive housing with project-based vouchers for households under 30% of AMI and units for households under 50% AMI

2022 PILOT	PILOT	SERVICE FEE	TOTAL	AVERAGE PER UNIT	ESTIMATE TRUE CASH VALUE	TAX	NOTE
Towne Center	\$ 24,551	\$ 20,000	\$ 44,551	\$ 262	\$ 11,100,000	\$ 470,000	4% pilot approved @170 units
Chidester	\$ 18,462	\$ 45,143	\$ 63,605	\$ 421	\$ 8,000,000	\$ 340,000	4% pilot approved @151 units
Parkridge	\$ 2,773		\$ 2,773				10% pilot approved
Strong Future							NET OPERATING LOSS
206 N Washington	\$ 7,920		\$ 7,920	\$ 360	\$ 1,300,000	\$ 55,615	22 units @ \$750
845/945 Clark Rd	\$ 100	\$ 120,821	\$ 120,921	\$ 393	\$ 12,270,000	\$ 524,920	152 units and 156 units . Increases 3% annually

206 N Washington Total Shelter Rents - \$198,000

1%	2%	3%	4%	5%	6%	7%	8%	9%	10%
\$1,980	\$3,960	\$5,940	\$7,920	\$9,900	\$11,880	\$13,860	\$15,840	\$17,820	\$19,800



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Christopher Jacobs
DATE: April 4, 2023
SUBJECT: Embracing Our Differences Art Installation at Riverside Park

DESCRIPTION:

Embracing Our Differences Art Installation at Riverside Park

SUMMARY:

In 2022, Riverside Park and Parkridge Park hosted the first Embracing Our Differences art installations featuring work from students at YCS and others selected by a competitive nationwide contest. These were mounted on Tripods and prominently displayed in locations that were approved by the Department of Public Services so to avoid park maintenance complications with mowing or conflicts with space used during popular events. This year Embracing our Differences is requesting to use Riverside Park and increase the total number of tripods at that location from three to five. This project was not reviewed in 2023 by the Arts Commission due to a lack of membership on that commission causing its inability to meet, however last year this process was reviewed and approved by both the Arts Commission and City Council. The program is detailed in the proposed contract and Embracing our Differences will be responsible for all the costs of the project.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-067
April 4, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:
that the certain contract for art project in City parks with EMBRACING OUR
DIFFERENCES SE MICHIGAN, INC., and the Mayor and City Clerk are authorized to
sign for and on behalf of the City of Ypsilanti

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
4 day of April 2023

#Resolution No. 2023-067

SERVICE CONTRACT BETWEEN **EMBRACING OUR DIFFERENCES SE MICHIGAN, INC .** and **THE CITY OF YPSILANTI, MICHIGAN**

AGREEMENT

This SERVICE CONTRACT is by and between **EMBRACING OUR DIFFERENCES SE MICHIGAN, INC .** ("Contractor") and **THE CITY OF YPSILANTI, MICHIGAN**, (City), (the parties) Witnesses as follows:

ARTICLE I – THE SERVICES

The Contractor will launch a program entitled Embracing Our Differences in the City of Ypsilanti (City). The program will display billboard size posters combined with an educational curriculum to celebrate Diversity, Equity and Inclusion. Embracing Our Differences will use the transformative power of art combined with an educational curriculum to celebrate diversity. The centerpiece is a juried, outdoor exhibit featuring billboard size images created by local, national and international artists, writers and students reflecting their interpretations of the theme "enriching our lives through diversity."

Contractor will provide Beautiful, breathtaking and insightful artwork on the themes of diversity, equity and inclusion are selected from submissions from around the world. They will be enlarged to billboard size, printed on 16' by 12' 13 oz vinyl posters, and will be installed at Riverside Park. Each installation has three sides to it and functions as a frame for three murals that are mounted into the ground. Embracing our differences will be responsible for hiring a contractor to install and remove the exhibits and shall own the exhibits. This project is set to begin in April 2023.

ARTICLE II - COMPENSATION

Any and all compensation to Contractor shall be paid by Embracing our Differences of SE Michigan under separate contract. The City shall have no monetary liability to Contractor. Consideration for this Service Contract is the mutual promises of the parties.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to **Christopher Jacobs** of the City and will cooperate and confer with him as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the City and County Administrator.

Section 4 - The City and County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - Contractor will submit a final, written report to the City Manager

ARTICLE IV – ADDITIONAL TERMS

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

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

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

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

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

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

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

8. Insurance. The City shall be listed as additionally insured by Embracing our Differences of SE Michigan.

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

10. Contingent Fees. The CONTRACTOR warrants it has not employed or retained any company or person other than bonafide employees working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, or person, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, the CITY shall have the right to annul the Contract without liability or, at its discretion, to deduct from the fees due the CONTRACTOR, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

11. The CONTRACTOR further agrees to perform this Contract in accord with all federal, state and local laws and will not discriminate against, or give preferential treatment to, any person on the basis of race, sex, sexual orientation, color, national origin, religion, handicap status, heights, weight, marital status, or other criteria which is not relevant to the particular job.

12. Non-Discrimination. The CONTRACTOR further agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability as set forth in the American's With Disability Act, Michigan PWDA, age, height, weight, or marital status (except insofar as it relates to a bonafide or occupational qualification reasonably necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Agreement.

And further, the Contractor agrees that it will not discriminate against any employee or applicant for employment with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, gender expression, age, marital status, disability status, familial status, educational association, source of income, height or weight that is unrelated to the individual's ability to perform the duties of a particular job or position and breach of the covenant may be regarded a material breach of this Contract.

The Contractor further agrees that it will, in all subcontracts relating to the performance of the work under this Contract, provide in its subcontracts that the Subcontractor will not discriminate against any employee or applicant for employment, to be employed in the performance of such Contract, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, gender expression, age, marital status, disability status, familial status, educational association, source of income, height or weight that is unrelated to the individual's ability to perform the duties of a particular job or position, and that breach of the covenant may be regarded as material breach of this Contract.

with the notice requirements of subdivision (A). The CITY may extend the time required for notice under subdivision (A).

(e)

20. Living Wage.

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

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

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

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

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

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

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

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

23. American's With Disabilities Act Compliance. If this contract alters or resurfaces any streets, intersections, sidewalks, or curb ramps, CONTRACTOR shall ensure that each portion of the project, to the maximum extent feasible, shall be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities. Each project shall comply with the American's With Disabilities

Act requirements, including 28 C.F.R. §§ 35.151(b),(c),(e)(1) and (e)(2) and 28 C.F.R. Part 36, App. A, the ADAAG.

Note: The City of Ypsilanti has chosen to follow the ADAAG standards rather than the UFAS standards. See United States Department of Justice ADA Title II Technical Assistance Manual, Section II-6.2100)

As used in this Section, the term "resurface" shall have the definition given by the United States Department of Justice Title II Technical Assistance Manual § II-6.6000 "Resurfacing beyond normal maintenance is an alteration. Merely filling potholes is considered to be normal maintenance."

As used in this Section, the term "to the maximum extent feasible" shall have the meaning set forth at 28 C.F.R. § 36.402(c).

As used in this Section, the term "readily accessible to and usable by persons with disabilities" shall have the meaning set forth at Section II-6.1000 of the US Department of Justice ADA Title II Technical Assistance Manual, and set forth at 28 CFR Appendix B Section 36.401.

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

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

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of _____, 2023.

CONTRACTOR

By: _____
Its: _____

CITY OF YPSILANTI

By: _____
Nicole Brown, Mayor

By: _____
Andrew Hellenga, City Clerk

JOHN M. BARR P10475

Ypsilanti City Attorney

Embracing Our Differences Michigan 2023

Proposed Art at Riverside Park

Regarding Brilliance Among Each Other

Artist: Ember Henderson
Ann Arbor, Michigan



Artist Statement:

I am a single mother, full-time artist, practicing an immersive blend of Buddhism, Taoism, Shamanism, and Manifestation, among others. I make my art in cycles with the moon and the seasons. I spend my free time in my home studio creating art with a hot cup of ginger tea and rifling through thrifted art history coffee-table books.

I love to create works of art that inspire a desired emotion though dreamy, romantic, and sometimes gloomy images, shapes, colors and textures.

I didn't want to self-destruct

Artist: Elleona Kristine
Ypsilanti, Michigan
High School - Arbor Preparatory Academy



My piece is about generational trauma within BiPOC communities. The left side has a darker and chaotic theme to it. It has symbols for death, racism, substance abuse and more. I wanted to convey the feeling of a bad memory or even a nightmare. I believe that unhealed trauma from the past is like a recurring nightmare. The more you try to ignore it, it just keeps coming back more vividly. Past trauma has held BiPOC communities back from progressing forward and it has held households hostage. For example slavery, racism and the crack epidemic still have a huge impact today.

The right side is simpler and brighter. It is more free to interpret. However there is a sobriety coin for 12 months to show healing over time. The left painting is showing healing growth and unity. I chose to use gold because gold is a color of achievement. I wanted the name to be applied to both paintings separately or as a whole. For example "I didn't want to self-destruct anymore so I got sober" or "I didn't want to self-destruct but I did" and "I didn't want to self-destruct but I did and now I'm healing. However the name is free to interpret.

In my personal life generational trauma has withheld important relationships from me and held me back. That's why as a community we need to recognize trauma within our own households and find a way to heal so we can all move forward.

Relationships (family & friends)

ILham Mahfouz
Ypsilanti/ Dearborn, MI.



Artist Statement:

We are all Children one big family
embracing our differences for a better life in
harmony and peace

Many Paths One Destination

Lillian Howard
Ypsilanti, Michigan



Artist Statement:

This painting was designed to show people coming together no matter what background or location they come from. We come from many paths in life we should come together to foster and celebrate our common goal of love, peace, justice and freedom in unity.

Random Forest

Artist: Sasmita Sahoo
Ypsilanti, MI.



"As an abstract artist, I am deeply inspired by the power of color to evoke emotions and shape perceptions. I am constantly exploring the use of bright and vibrant palettes in my art, using a diverse range of mediums such as acrylics, epoxy resin, and palette knife techniques to create pieces that are both visually striking and personally meaningful. My paintings serve as a creative outlet and a reflection of my passion for bold hues.

Through sharing my creative process via social media over the past 2 years, my art has evolved, and my understanding of color has deepened. For me, art is not only a form of self-expression but also a therapeutic tool for relaxation and clarity of mind. In my painting "Random Forest", I aim to celebrate nature and diversity. The predominant colors of red, yellow, and green evoke the hues of changing leaves and symbolize the richness and variety of human experiences. The painting showcases the unique qualities and characteristics of each element within the forest, just as Bob Ross famously said, "Trees are different, just like people", highlighting the importance of embracing inclusivity and celebrating differences. The process of creating this painting was one of experimentation and intuition, symbolizing the importance of an open mind and a positive attitude in fostering understanding and unity. I hope that this painting inspires viewers to appreciate the beauty and diversity of the world around them and strive for

Self/Perception

Artist: Kelley Kozloff
Ann Arbor, MI



Artist Statement

We are each a spectrum of experiences, beliefs and abilities.

However, perceptions are always skewed by the observer due to what we choose to conceal, what others reflect upon us, and what goes unnoticed completely.

This piece illustrates both the self and the experience of perception to remind both the individual and the observer that we are more than what is seen.

The artwork is an original oil and cold wax painting on a 24x30" canvas.

When Joy Comes

Tywree Bailey
Ypsilanti, MI



Artist Statement

I want my art to challenge perceptions and stereotypes of black life. I want people to see the wholeness of our blackness, our beauty and our humanity.

"When Joy Comes" was born out of the desire to see the joy that isn't seen nearly as much as black pain and struggle. It is also to remind us that joy always comes.

Love has no borders

Hedi Shelton
Brighton/Ypsilanti MI



Artist Statement:

As a family we spend a lot of time traveling to San Lucas Tolimán Guatemala to do mission work. We spend time meeting and truly getting to know the people. We have developed lifelong friendships with many of the Guatemalan people. Many friendships lasting for more than 15 years. Love truly has no borders. No one is useless in this world who lightens the burden of another. We all smile and love in the same language!

We ALL have special gifts to share

Perry Learning Center, YCS

Ypsilanti, MI.

Teacher: Heidi Shelton



Artist Statement:

We all have special gifts to share with the world. Love, kindness, acceptance and equality are never wasted. Spread your gifts wherever you go and leave the world better than you found it.

Autism is a Spectrum

YIES K-1 ASD Kiddos

Ypsilanti International Elementary School, YCS

Ypsilanti, MI

Teacher: Kathy Fisk



Artist Statement

Autism is a spectrum full of people with possibilities, dreams, desires, thoughts, goals, feelings, hopes, abilities but most of all presence.

People with autism are present and must be accepted in our society. They have so much to teach us and give to us.

The Big Umbrella Welcome
YIES First Grade
Ypsilanti International Elementary School- YCS
Ypsilanti, MI.
Best in show winner Teacher: Kathy Fisk



Artist Statement

The Big Umbrella is a beautiful and reassuring picture book by Amy June Bates and co written with Juniper Bates. This insightful story is about friendship, inclusiveness, and shelter from the rain. Told in very simple and clear sentences, we learn that this red umbrella likes to help, likes to give people shelter, and likes bringing people together. The umbrella also likes you just the way you are and wants you to come in from the rain. Don't worry about whether or not there will be enough room, there always will be.

Inspired by this story, YIES Kindergarten artists made small self portraits and put them under the umbrella, showing that they, too, are accepted just the way they are. You all are welcome to come in under the Big Umbrella, no matter who or what you are!

Me Time

Tekari G

Ypsilanti International Elementary School- YCS
Ypsilanti, MI. - Teacher: Kathy Fisk



Artist Statement

The words that are going on in her head are attributes that will make the world a better place by people acting them out so then we wouldn't have to worry about people showing hate to each other.

When I was drawing this picture I was thinking of a calm and zen feel and I want people to look at this and instantly think of calm thoughts. Calm and positive thoughts means a calm and positive world.

Equally Different

Lydia S.

High School Alexandroupolis, Greece,



Artist Statement

There is a Greek saying, “don’t judge so that you won’t be judged.” People go on criticizing each other all the time, but what we really should be doing is opening our minds. Diversity isn’t something that breaks a society apart. It keeps it together. There is no shame in being yourself. We are beautiful. We are different. We are unique. But most importantly, we are all equals. With this art piece I try to highlight this message and show that all people, regardless of their origin, gender, color, or characteristics must have equal opportunities and rights. If this is implemented, we will be able to cooperate and, through the different ideas and views, grow as a society. It starts with a step forward. Let’s take it.

Help Others
Glenn Zimmer
North Wales, Pennsylvania,



Artist Statement

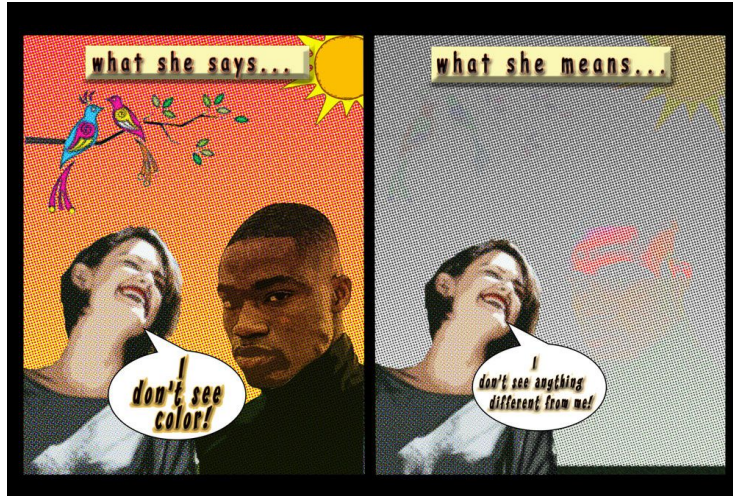
In these strange times that we are experiencing, children are exposed to the worst of our society. The internet, videos, television, and printed media put forth material where the concepts of character, honesty and compassion are nowhere to be found. As an illustrator I have had the great privilege to create art for the wonderful Bucket Filler books by Carol McCloud. In working with Carol, I have had the opportunity to experience her love of children, creative sincerity, and strength of character. Her books are all about building character and kindness in children. In my illustrations I aspire to support visually the importance of Carol's concepts utilizing bright color and interesting faces with visuals that are fun and humorous. I render the artwork in watercolor and enhance detail and texture using colored pencil.

The Truth About Color

Allegra Keys
Burien, Washington,

Artist Statement

This piece was inspired by the quote, “The different shades of colours represent cultural diversity,” by Lailah Gifty Akita. So often people say or imply that they are “colorblind” not understanding how that sounds to the person they’re saying it to. This world is unbelievably diverse and the answer to our problems isn’t the erasure of our differences; it’s the acknowledgement and respect of them.



Sponsors Banner



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Katie Jones
DATE: April 4, 2023
SUBJECT: Bicentennial Budget Amendment

DESCRIPTION:

Bicentennial Budget Amendment

SUMMARY:

The Bicentennial Committee is planning two upcoming events. One will take place on July 4, 2023, which will be a Time Capsule reveal and community-wide picnic. The final event will be the Bicentennial Celebration on August 19, 2023. The committee has raised \$50,000 and now will need to spend those funds on the upcoming events. The budget amendment is provided to begin spending money on supplies, vendors, or other expenses related to these events.

RECOMMENDED ACTION: Approval

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-068
April 4, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti has created a Bicentennial Commission for the purposes of planning the 2023 Bicentennial celebrations; and

WHEREAS, the Bicentennial Committee has identified several events that require a budget amendment to receive funds and expend funds; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the budget amendment as provided to support the Bicentennial Committee efforts.

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
4 day of April 2023

#Resolution No. 2023-068

CITY OF YPSILANTI, MICHIGAN

BUDGET ADJUSTMENT WORKSHEET

FISCAL YEAR: 2022/2023

FUND: 101 - General Fund

DEPT: Planning

REQUESTED BY: Katie Jones

DATE: 4/4/2023

AMENDMENT#:

ACCT#	ACCT NAME	ADOPTED	AMENDED	REVENUE CHANGE	EXPENDI TURE CHANGE	NEW AMENDED REVENUE BUDGET	NEW AMENDE D EXPENDI TURE BUDGET	REASON
101-7-7560-818-00	Contractual Services	5,000	20,000		30,000		50,000	Bicentennial Events
101-4-7560-587-00	Bicentennial Contribution	5,000	30,000	20,000		50,000		Bicentennial Contribution
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
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						0	0	
						0	0	

NET CHANGE IN BUDGET:	20,000	30,000	50,000	50,000
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Approved by City Manager: _____ Date: _____

Approved by City Council (if required): _____ Date: _____



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Katie Jones
DATE: April 4, 2023
SUBJECT: 756 and 856 Harriet Street Demolition

DESCRIPTION:

756 and 856 Harriet Street Demolition

SUMMARY:

The City of Ypsilanti has been conveyed ownership by the County of 756 and 856 Harriet. Both locations require the demolition of the residential structures on the properties, backfilling, grading, and seeding on the properties.

The goal of the RFP is for the demolition of the structures on the property. If approved, the RFP would be released on February 24, 2023, and bids are due on March 27, 2023. A public bid opening will be held on March 27, and a bid will be selected based on the lowest qualified bid. The staff has designed the RFP to limit the disruption to the neighborhood. Language in the RFP ensures that a qualified bidder will limit noise, dust, and work hours permitted to reduce the disruption to the neighborhood. When the demolition on both properties is finalized, the City will sell the properties through our side lot program.

RECOMMENDED ACTION: Staff recommends the release of an RFP for the demolition of residential structures at 756 and 856 Harriet.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-069

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Unsold properties 756 and 856 Harriet Street were conveyed by Washtenaw County to the City of Ypsilanti; and

WHEREAS, the unfinished foundations on these properties pose a health and safety risk, and the city is responsible for the demolition of these foundations to prepare them for sale in the sidelot program.

WHEREAS, the City is seeking to release the RFP and acquire qualified bidders for the demolition project and site restoration.

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council approves the release of the RFP for 756 and 856 Harriet Street.

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 day of

#Resolution No. 2023-069

**Bidding & Contract Documents
City of Ypsilanti
Demolition of Residential**



**REQUEST FOR PROPOSAL
Demolition of Residential Structures
City of Ypsilanti, Michigan
FOR
Department of Community and
Economic Development
4/5/2023**

Issued By:
City of Ypsilanti
Department of Economic Development 1
S. Huron
Ypsilanti, MI 48917

Katie Jones
Economic Development Coordinator
(734) 483-9646

Proposal Submitted by:

Bidding Company Name

Bidding & Contract Documents
City of Ypsilanti
Demolition of Residential

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SECTION I: INSTRUCTIONS TO BIDDERS

The City of Ypsilanti's Clerk's Office, on behalf of the Ypsilanti Department of Economic Development (OWNER), is issuing a sealed Request for Proposal (RFP) dated April 5, 2023, for the demolition of one (2) residential property located in the City of Ypsilanti. Minority and Women-Owned Business Enterprises and Section 3 Business Concerns seeking bid opportunities under this project are encouraged to respond.

Proposal Delivery:

The prospective bidder will deliver one electronic copy to:

City Clerk

City of Ypsilanti c/o Department of Economic Development
1 S. Huron
Ypsilanti, MI 48917

By 2:00 p.m. local time on Monday, May 3, 2023

Bids will immediately be opened and read aloud at the address listed above. Bids received after the above-cited date and time will be considered late and returned to the prospective bidder.

Mandatory Pre-bid Site Walkthrough:

A **Mandatory pre-bid site walkthrough** is scheduled for **9:00 a.m. local time, Friday, April 14, 2023, and must be attended by all Contractors who intend to submit a bid.** The mandatory pre-bid site walkthrough will be conducted at the following properties in the order presented.

1. 756 Harriet St. Ypsilanti, MI 48197
2. 856 Harriet St. Ypsilanti, MI 48197

The walk-through will consist of a review of the bid documents and allow for a one-time contractor pre-bid inspection of the structure.

Proposal Submission Requirements:

- Proposals must be submitted in a sealed envelope or package and clearly marked, *including FedEx & UPS package labels "Demolition of Residential Structures."*
- Please include two referrals from projects of similar demolition projects with your proposal.
- Direct purchasing and procedural questions regarding this RFP to Katie Jones via e-mail at kjones@cityofypsilanti.com or by phone at 734-483-9646.

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Demolition of Residential

SECTION II: BIDDING TERMS AND CONDITIONS

1. City of Ypsilanti (OWNER) reserves the right to reject any proposals received due to this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTOR's qualifications and capabilities to provide the specified service, and other factors that the OWNER may consider. The OWNER does not intend to award a contract entirely based on any response made to the proposal; the OWNER reserves the right to consider proposals for modifications at any time before a contract is awarded and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to meet the OWNER's specifications and needs best.
 2. The OWNER reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate the cost, terms, or conditions of any bid determined by the OWNER to be in the best interests of the OWNER even though not the lowest bid.
 3. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
 4. If it becomes necessary to revise any part of the RFP, addenda will be provided. The OWNER may adjust deadlines for submitting RFPs to allow for revisions. To be considered, **one (1) electronic copy** must be submitted to the OWNER as indicated on or before the time and date specified.
 5. Proposals should be prepared simply and economically, providing a straightforward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
 6. If the OWNER receives two or more bids from responsive, responsible bidders, one or more of whom are City Contractors, and the bids are substantially equal in price, quality, and service, the OWNER shall award the contract to the most responsive, responsible City Contractor. For purposes of this section, City Contractor means a company that has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box is not, in and of itself, sufficient to establish a company as a City Contractor. The OWNER shall have sole discretion under this section to determine if a company qualifies as a City Contractor and if two or more bids are substantially equal.
 7. Conflict of Interest. The contractor warrants that to the best of the contractor's knowledge, there exists no actual or potential conflict between the contractor and the OWNER and its Services under this request, and in the event of a change in either contractor's private interests or Services under this request, the contractor will inform the OWNER regarding possible conflict of interest which may arise because of the change. To the best of the contractor's knowledge, the contractor also affirms that no actual or potential conflict exists between an OWNER employee and the Contractor.
 8. Living Wage. OWNER has adopted Ordinance 892, which requires any person(s) receiving financial benefit from the City of Ypsilanti to pay their employees a Living Wage. Living Wage ordinance requirements and poster language are included in Appendix A.
 9. Bidder shall be responsible for all costs incurred in developing and submitting this response. OWNER assumes no contractual obligation because of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an acceptable response, or the selection of finalists. All proposals,
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including attachments, supplementary materials, addenda, etc., shall become OWNER's property and will not be returned to the bidder.

10. Any responses, materials, correspondence, or documents provided to OWNER under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

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SECTION III: BID FORM

Site: 756 Harriet St	
Mobilization / Demobilization	\$
Building Demolition	\$
Asbestos and Hazardous Materials/Universal Waste Abatement & Disposal	\$
Earthwork (soils that remain on site)	\$
Flatwork (e.g., driveways, sidewalks)	\$
Filling/Backfilling, seeding, and final grade	\$
Debris Disposal (non-asbestos)	\$
Total Cost	\$

Site: 856 Harriet St	
Mobilization / Demobilization	\$
Building Demolition	\$
Asbestos and Hazardous Materials/Universal Waste Abatement & Disposal	\$
Earthwork (soils that remain on site)	\$
Flatwork (e.g., driveways, sidewalks)	\$
Filling/Backfilling, seeding, and final grade	\$
Debris Disposal (non-asbestos)	\$
Total Cost	\$

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Demolition of Residential

Proposal Submitted

by: Bidding Company Name: _____

Address: _____

Total Bid Price: \$ _____

In Words: _____

Authorized Representative: _____

Telephone: _____

Authorized Signature: _____

Date: _____

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Demolition of Residential & Commercial Structures

TECHNICAL SPECIFICATIONS

Bidding & Contract Documents

City of Ypsilanti

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SECTION I: INTRODUCTION

The services required consist of Demolition and Hazardous/Regulated Materials Abatement activities for residential structures within the City of Ypsilanti Boundaries as directed by the City of Ypsilanti or its authorized agencies (hereafter, "OWNER"). The following protocol for demolition and abatement seeks to efficiently eliminate vacant, blighted, and hazardous structures in the City of Ypsilanti while protecting the health and safety of community residents, workers, and natural resources. This work aims to physically improve neighborhoods and the quality of life for Ypsilanti residents, prospective residents, and visitors.

All Demolition Projects will be conducted with the following specifications and performance requirements. The OWNER will identify structures for demolition and inspect the property for Hazardous/Regulated Materials. Structures and complete Hazardous/Regulated Materials Surveys will be assembled via RFP and provided to Contractors routinely. Emergency or Ordered Demolition activities will be assigned on an individual basis.

The OWNER reserves the right to revise these protocols over time to maximize efficiency and minimize demolition-associated hazards. The Contractor may make modifications through Change Orders authorized by the City of Ypsilanti or its authorized representatives. Definitions for capitalized terms and relevant regulations may be found at the end of this document. Contractors are responsible for understanding and executing the specifications referenced herein.

SECTION II: CONTRACTUAL REQUIREMENTS

Reference Appendix A – Agreement for Services, Living Wage Ordinance requirements, and Living Wage Poster.

SECTION III: SITE

PREPARATION Part 1: Notification and Safety

1. Demolition shall be executed orderly and carefully and shall not involve undue hazards to the public or unnecessary risks to workers. Demolition work may not take place between the hours of 6 pm and 7 am.
2. During the Work on the site, all Contractors and authorized Subcontractors must wear appropriate safety equipment, including hard hats, safety vests, and other personal protective equipment as work necessitates.
3. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent properties. Ensure safe passage of people around the demolition area and minimize exposure to dust and flying debris. The contractor shall adhere to the Michigan Manual for Uniform Traffic Control Devices for all vehicular and pedestrian detours around their construction zone.
4. At their expense, the Contractor shall procure all permits necessary for this work, including those where its operations may obstruct streets or parking areas. An application will be submitted to the

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City of Ypsilanti Building Department for a demolition permit by Section 105 of the 2006 Michigan Residential Code. All applicable inspections and requirements will be strictly adhered to.

5. The Contractor shall perform all Work to ensure maintenance of fences, warning signs, lights, and danger signals intended to protect life and property along all adjacent streets and walks. Signs must be posted during all phases of demolition to prevent trespassing.
6. Prohibit heat sources, flames, ignition sources, and smoking within or near adjacent properties.
7. Distribute OWNER-provided public health and safety instructions to all occupied adjacent properties and conduct door-to-door notification at least 14 days before the start of demolition activities, as directed by OWNER.

Part 2: Utilities and Existing Site Improvements

1. Schedule work for the most efficient operation. Coordinate with utility companies and/or local agencies to verify that shutting off and/or capping of utility services (electrical, gas, cable, water, storm, sanitary sewer, etc.) has been completed before the start of demolition.
 2. The Contractor will meet with representatives of utility service facilities and Inspectors to review work site operations if demolition would likely adversely impact existing systems, property, or persons before the commencement of operations. The OWNER or its Authorized Representative shall resolve any question regarding the necessity of the meeting.
 3. Any accidental damage or break of any live utility lines will be the Contractor's responsibility to contact the respective utility company and to provide for the immediate repair of such damage at the Contractor's expense.
 4. The Contractor shall protect all structures, conduits, wires, pipes, sewers, and drains that are to remain in place from damage. The Contractor will work with utility officials to ensure that all sewer lines connected to structures cleared are appropriately and securely capped; such lines do not have to be capped at the main. A concrete bulkhead shall be placed in all existing sewers encountered on the property unless waived by the OWNER or its authorized representative.
 5. Any existing surface drainage or drainage structures and improvements will not be obstructed or impaired in any manner.
 6. Contractors shall make all efforts to protect sidewalks from damage. The Contractor shall be held responsible for replacing any sidewalks damaged during the project unless otherwise specified by the OWNER.
 7. Protect existing site improvements, appurtenances, and landscaping to remain.
 8. Trees will only be disturbed by the Contractor if disturbance or removal is essential to clear the parcel. If questions arise as to what comprises a tree, a determination is to be made by the OWNER or its Authorized Representative. All trees of a Diameter Breast Height (DBH) of 6" or greater located outside of ten feet from the structure to be demolished shall be protected. Do not stockpile heavy materials or equipment within the remaining trees' drip line whenever possible. If such trees are damaged, the contractor shall replace the damaged tree as directed by the OWNER's Representative.
 9. Contractor must provide and maintain suitable and sanitary toilet facilities for all persons employed on the site and removed from the site upon completion or as directed by the OWNER or its authorized representative on extended projects. Any soil and material contaminated by the temporary toilet facilities shall
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be removed and replaced, at Contractor's cost, with fresh, clean material, and the site shall be left in a clean, sanitary condition.

SECTION IV: HAZARDOUS AND REGULATED MATERIALS

1. The OWNER will supply a copy of the site-specific Regulated Asbestos Containing Material (RACM) and Hazardous/Regulated Materials Survey and a summary of the identified materials when the Contractor is authorized to begin work on the site. See Appendix B.
 - A. The Survey will comply with NESHAP standard subpart M, Sec 61.145 (a) documenting the thorough inspection of the property for the presence of Asbestos Containing Materials (ACM), including Category I and Category II non-friable ACM and other Hazardous/Regulated Materials.
 - B. The survey will list (at a minimum) the type of each material/waste present, the location within the property, and the quantity of each material.
2. In addition to Regulated Asbestos Containing Material (RACM), Hazardous/Regulated Materials identified in the Survey, those that are present more than typical household quantities, and those that pose a hazard for explosion or combustion shall be removed for proper disposal before demolition.
 - A. According to these standards, the following Hazardous/Regulated Materials shall be removed and disposed of, including, but not limited to: gasoline; oil; solvents; aerosol cans; under and above-ground storage tanks; pesticides/insecticides; unlabeled containers; PCB-containing materials; CFC-containing materials; batteries; CRTs/TV screens/monitors; exit signs; flashing molds; leaded glass; solvents; paint cans; security alarms; security systems; solid waste; fluorescent light tubes; mercury-containing equipment and other hazardous/regulated materials.
 - B. Unless otherwise specified in the hazardous/regulated materials survey, typical household quantities of Hazardous/Regulated Materials do not require removal before demolition if the Contractor can provide evidence that all demolition waste and debris will be handled as Hazardous/Regulated Material and disposed of in a Type II Landfill.
 - C. Before proceeding with the authorized Work, the Contractor is encouraged to review the Hazardous/Regulated Materials Survey and to visit each site to arrive at a clear understanding of the conditions under which the work is to be done and to confirm the amount of Hazardous/Regulated Materials to be removed from the sites.
 - (1) Contractor will be held responsible for having compared the premises with the Hazardous/Regulated Materials Survey, drawings, specifications, or other provided items and to report any discrepancies affecting the execution of the work.
 - (2) If Hazardous/Regulated Materials are found to be more than the quantities identified in the Survey, Change Orders must be submitted to the OWNER before removal.
 - (3) Pay adjustments shall only be made with prior written authorization.

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3. Before proceeding with the removal and disposal, Contractor shall submit a work plan including the means, methods, and procedures proposed for the removal and disposal of all Hazardous/Regulated Materials and a contract-specific Health and Safety Plan (HASP).

A. The HASP must include the necessary precautions and safety procedures for removing and disposing of Hazardous/Regulated Materials at the addresses indicated by the Hazardous/Regulated Materials Surveys or OWNER-approved change orders.

B. Include detailed information regarding temporary controls, including lock-out/tag-out procedures, and Hazardous/Regulated Material handling. The HASP shall be based on applicable regulations, work experience, and the guidance provided in the Hazardous/Regulated Materials Surveys.

4. The Contractor shall provide approved containers, vehicles, equipment, signs, placards, labels, labor, manifests, permits, and other documents necessary to carry out the removal and disposal of Regulated Asbestos Containing Materials (RACM) and other Hazardous/Regulated Materials described in the Survey.

5. Personnel shall be trained as required and thoroughly familiar with the safety precautions, procedures, and equipment required to control the potential hazards associated with this work.

A. Provide verification that the Contractor, on-site supervisors, workers, subcontractors, and the independent testing laboratory performing Asbestos Abatement Activities are properly trained in safety procedures associated with handling Regulated Asbestos Containing Materials (RACM). The OWNER must approve using any asbestos abatement Subcontractors before starting work.

B. Work associated with Hazardous/Regulated Materials shall be performed at the appropriate Personal Protection Level as defined by the Michigan Occupational Safety and Health Administration (MIOSHA). At no time may any workers be exposed to lead over the permissible exposure limit (PEL) of 50 micrograms per cubic meter of air ($\mu\text{g}/\text{m}^3$).

C. Areas, where Asbestos Abatement Activities are conducted should be appropriately restricted. The contractor shall ensure that anyone with access to the work area has required asbestos training.

6. Contractor shall ensure that the project notification form (Notification of Intent to Renovate/Demolish), as required by the MDEQ and the MIOSHA Asbestos Program, is submitted at least ten working days in advance of asbestos abatement activities. Notifications to the MDEQ are to be submitted online using the Michigan Business One Stop system.

All required information on the form must be completed, and the inspection report from the 'Pre-Demolition Survey' should be reviewed and consulted in preparing the notification. If the information on the notification changes, it shall be the Contractor's responsibility to promptly ensure that revisions to the notification are submitted to the appropriate U.S. EPA, state, or local agencies.

7. Perform sampling and analysis for the airborne concentration of asbestos fibers by 29 CFR Part 1926.1101/MIOSHA Part 602. Collect personal air monitoring samples to represent the work activities for each shift, or at least two, whichever is greater. Results of the individual samples shall be posted at the job site and made available to the OWNER. The Contractor shall maintain a fiber concentration inside enclosed

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containment regulated work area equal to or less than 0.1 f/cc expressed as an 8-hour, Time Weighted Average (TWA) during Asbestos Abatement Activities. If fiber concentration rises above 0.1 f/cc, the Contractor will examine work procedures to determine the cause and work to implement corrective actions.

8. Disposal of Hazardous/Regulated Materials shall be by all Local, State, and Federal solid and Hazardous/Regulated Materials laws and regulations, including Resource Conservation and Recovery Act (RCRA).

A. The Contractor shall provide the OWNER with licenses, certifications, permits, agreements, manifests, a chain of custody records, weigh tickets, meter recordings, delivery tickets, and receipts required or issued for the disposal of materials as may be required by Federal, State, and local regulations, to show that Hazardous/Regulated Materials of all types were transported correctly, received, and disposed of in appropriate disposal facilities.

B. All Asbestos-Containing Waste Materials (ACWM) must be disposed of in a Type II Landfill, and the contractor must keep disposal receipts for two years. These receipts should also be submitted in the Request for Payment packet.

C. All tires shall be cut in half or quartered and disposed of with demolition debris or transported for proper off-site disposal or recycling.

9. Post-abatement (clearance) air monitoring will be the contractor's responsibility and will be completed by an independent third-party contractor. The post-abatement air monitoring check shall comply with Michigan Act 135, Section 338.3221.

10. In case of a discrepancy between the requirements of this specification, applicable laws, rules, criteria, ordinances, regulations, and referenced documents, the most stringent requirement as determined by the OWNER or Authorized Representative shall apply.

11. Contractors must comply with all federal, state, and local regulations and industry best practices related to the management and disposal of Hazardous/Regulated Materials to ensure that all work is performed in a safe and compliant manner.

SECTION V:

DEMOLITION Part 1: Execution

1. Completely remove buildings, standing structures, subsurface structures, facilities, and other debris from the property, including brush and fallen trees or logs.

2. The work area is limited to within the structure's property boundary. If additional workspace is required, the Contractor will, at their expense, make such arrangements as necessary with adjacent property OWNERS. The creation of a nuisance at the worksite is prohibited.

3. Conduct demolition operations to prevent injury to community residents and workers and damage to adjacent buildings and facilities.

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- A. Locate demolition equipment throughout the building and remove debris and materials to not impose excessive loads on supporting walls, floors, or framing.
 - B. Remove structural framing members to the ground to avoid free fall and prevent ground impact and dust generation. Claw bucket excavators are required for demolition activities.
 - C. Use of explosives is not permitted.
 - D. Intentional burning of wood, debris, or existing structures is not permitted
 - E. From the commencement of the Work until the completion of the Work, the Contractor shall ensure that no building or structure is left in a precarious or dangerous condition that may cause direct harm to nearby residents at any time.
 - F. Unless a lead inspection has confirmed that no lead-based paint is present in a structure, perform daily sampling and analysis for airborne concentrations of lead dust by 29 CFR Part 1926.62/ MIOSHA Part 603. Sampling will be required only during structure demolition and may be discontinued during load-out. A Negative Exposure Assessment (NEA) may be performed on the first day of a multi-day project. At no time may any workers be exposed to lead over the permissible exposure limit (PEL) of 50 micrograms per cubic meter of air ($\mu\text{g}/\text{m}^3$).
4. Completely remove all subsurface structures that may be present, including exterior basement walls, basement walls, basement foundations, footings, and slab-on-grade. Concrete, asphalt, and gravel driveways are to be removed. Sidewalks shall remain in place.
- A. Break up and remove concrete slabs on grade unless otherwise shown to remain
 - B. The contractor shall only cross sidewalks that are necessary for demolition. Contractors will make all provisions not to damage existing concrete and sidewalks.
 - C. No existing surfacing of streets or curbs shall be removed or damaged, and all streets shall be kept open and clear of debris and litter.
5. Prevent surface water and subsurface or groundwater from entering excavations, from ponding on prepared subgrades, or from flooding the Project site and surrounding area. Protect subgrades from softening and damage by rain or water accumulation.
6. At any time during the demolition process, when an open hole and debris pile must be left unattended, a 4' tall perimeter safety fence shall be erected and maintained around the entire circumference of the hole and debris pile.
- A. Safety barrier shall be 4' high and constructed of orange high-density polyethylene material with 1.75"x 1.75" mesh equal to Tenax Guardian Warning Barrier.
 - B. Safety fence shall be installed using pre-approved SPF kiln-dried or equivalent wooden stakes measuring at minimum 6'0" length, nominal 2" square width with a sharpened end.
 - C. Safety fence stakes shall be installed in the solid ground approximately three feet away from the edges of the open hole and debris pile and driven to a depth of 20" below grade with a minimum of 4' remaining above ground.
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- D. Fence must be supported by a stake at each corner, with additional stakes at intervals of 20' or less on each side.
- E. Securely attach a barrier fence to each stake using heavy-duty cable ties.
- F. Mend individual pieces of safety barrier fence together using cable ties at each row of mesh.
- G. Finished installation must yield a secure enclosure without noticeable sagging and provide a reasonable barrier to prevent trespassing or accidental injury.

7. Contractor shall preserve all surrounding buildings and property. The contractor should note the proximity of surrounding buildings. Promptly repair damages to adjacent facilities caused by demolition operations. The Contractor will repair any damage to surrounding buildings or property at their expense.

8. Only backhoes, excavators, dozers, crawlers, dumpers, compactors, or other gas or diesel-fueled equipment compliant with 40 CFR 89, 40 CFR 1039, and 40 CFR1068 shall be used on declared Ozone Action Days. Contractors are encouraged to enroll in the EPA's *EnviroFlash* system to receive six-day Air Quality Index (AQI) forecasts to anticipate Ozone Action Days and adjust demolition schedules as necessary.

Part 2: Dust Suppression

1. Contractor shall use all means necessary to control dust on and near the Work and on and near all off-site borrow areas if the Contractor's operations cause such dust during work performance or if it results from the condition in which the Contractor leaves the site. The Contractor should use water mist, temporary enclosures, and other suitable methods to prevent the spread of dust and dirt during all demolition activities.

2. The demolition contractor should keep all building components Adequately Wet during all phases of demolition and debris removal to prevent the release of particulates into the air and to minimize the spread of lead-containing dust. This must include water application during knockdown and load-out, also called "wet-wet" demolition.

3. Wetting may include using a cherry picker or bucket lift to ensure proper wetting of higher elevation surfaces before and during demolition and when the structure is unsafe to enter before demolition. Water must be applied directly to the point of impact to maximize dust control.

4. Contractors are responsible for p r o c u r i n g consistent water sources, such as a hydrant permit or water trucks, for the duration of demolition activities. Upon completion of the work, the Contractor shall remove all temporary water lines installed by the Contractor.

5. Direct water, use misting nozzles, and utilize erosion control measures to prevent displacement of soil discharge of soil-bearing water runoff or settled airborne dust onto adjacent properties, drives, and walkways. When using water, do not create hazardous or objectionable conditions, such as ice, flooding, and pollution.

6. The Project Manager is responsible for monitoring the dust generated from all the demolition activities at the site and implementing the dust suppression measures. Appropriate dust suppression measures must make every effort to prevent dust from traveling outside of the demolition property lines. If a

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complaint is received by any of the Contractor's staff concerning fugitive dust emissions; the process causing the concern shall be halted immediately until the issue is investigated and a satisfactory resolution can be implemented. If the problem becomes beyond resolution, the Contractor or designated representative shall contact the OWNER to assist in problem-solving.

7. The frequency of applying water may be reduced if precipitation events occur, the soil is frozen, or snow conditions are present, providing excess fugitive emissions are not observed. Demolition activity, which will create excess fugitive dust below freezing, must employ a mixture of water and other suppressant agents approved by the OWNER before use. Alternative dust suppressant agents and application procedures must comply with the February 2014 "MDEQ Guidelines for Selecting Dust Suppressants to Control Dust and Prevent Soil Erosion."

8. During high wind weather conditions (i.e., above 25 mph), the contractors shall limit work to those activities that generate minimal or no fugitive dust. Knock-down and earthwork activities should be avoided whenever possible.

SECTION VI: DEMOLITION WASTE AND DEBRIS REMOVAL

1. Unless otherwise authorized by OWNER on a site-specific basis, load-out of demolition debris shall be completed within forty-eight (48) hours after the knockdown.

2. All debris shall go to a licensed Type II sanitary landfill unless otherwise approved or directed by the OWNER. Copies of the landfill receipts for every load removed from the project site must be maintained daily and made available for inspection as requested. All generated materials and waste manifests shall be furnished to the OWNER or authorized representative.

3. Except for items indicated to remain on the property, demolished materials shall become the Contractor's property and be removed from the site and disposed of legally. On-site storage or sale of removed items is prohibited. There shall be no storage of materials or equipment on the street at any time.

4. All excess material (e.g., demolition rubbish, debris) and equipment (e.g., barricades, scaffolds, etc.) used by the Contractor shall be promptly removed from the premises when no longer required to complete the Work.

5. The Contractor shall cover all dumpsters after debris placement therein and ensure that all dumpsters remain covered when not in use. Full dumpsters shall be removed promptly and transported to the selected disposal site. Parking of roll-off bins and dump trucks is strictly prohibited in front of occupied houses and buildings during debris removal.

6. Demolition materials and debris shall be kept wet and covered during transport to eliminate dust and prevent the release of particulates into the air. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

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7. The Contractor shall be responsible for obtaining approval for the transportation and disposal of waste in compliance with applicable EPA, Federal, Michigan, and DOT regulations.
8. Clean adjacent buildings, driveways, and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing before the start of demolition.
9. The Contractor shall promptly remove any debris or sedimentation deposited in the road right-of-way at the Contractor's expense. No sedimentation on the road will be allowed.

After removing all demolition debris, vegetation, trash, topsoil, wet and unsatisfactory soil, and other deleterious materials from all disturbed ground surfaces, an Open Hole Inspection is required. All inspection requests must be made at least twenty-four (24) hours before the requested inspection date.

SECTION VII: SITE FINISHING

1. Backfill/fill the former basement/crawlspace, former drive/walkways, and any low areas or depressions related to the demolition work using a granular backfill material tested by an approved agency and verified as suitable for residential areas. The granular material may be a pit run or crusher run that will pass through a 3-inch sieve. This material will not contain bituminous particles, oversize stone, rock, or concrete fragments. Rough grade the area concurrent with the surrounding area.
2. After completion of the grading concurrent with the surrounding area, the Contractor shall place topsoil over any areas filled, graded, or otherwise disturbed by the work to a specified depth of four inches. The topsoil will be spread uniformly, then tamped or compacted. The topsoil will be graded even with the surrounding surfaces or slightly "crowned" to allow for settling. The Contractor shall rake all topsoil areas in preparation for seed placement. The top 2 inches shall be loose and allow for the topsoil shall be fertile loam, neither excessive acid nor alkaline, suitable for the growth of turf grasses. The Contractor shall provide proof that the soil has been tested and is acceptable for use in such an application.
3. The Contractor will then spread grass seed with the appropriate equipment to provide uniform coverage. The minimum application rate will be five pounds per one thousand square feet. The seed shall be sufficiently incorporated into the soil and then covered with paper mulch or hay. Hydroseeding is acceptable if it meets the specifications outlined above.
4. The Contractor will apply a starter fertilizer by the manufacturer's recommendations.

SECTION VIII: TIMELINE

1. Standard Demolition
 - A. Begin work within 15 days after receiving a notice to proceed from the OWNER. It is the Contractor's responsibility to notify the OWNER or its authorized representative within 24 hours if the site is not accessible.

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- B. Complete excavation and loading of debris within 48 hours after the knockdown.
 - C. Backfill open holes within 48 hours after Open Hole Inspection.
 - D. Complete all demolition activities by the scheduled date, including clean-up and site finishing.
2. If unforeseen circumstances arise or work must be performed outside of the Contractor's usual workweek, modifications to schedules may be requested, and written approval must be received in writing from the OWNER or an authorized representative.

SECTION IX: SUBMITTALS

Part 1: Notifications

1. Coordinate demolition and clearance activities, ensuring all approvals and permits are in place before starting work. As required, notify appropriate state or local agencies of structures containing asbestos and notify the OWNER or its authorized representative of the identification of other suspected hazardous materials or contaminants.
2. At least ten days before the start of any activities, the Contractor must file an electronic notification of Intent to Renovate/Demolish with the Michigan Department of Environmental Quality via the Michigan Business One Stop website (<http://www.michigan.gov/business>), with copies to the Michigan Occupational Health Division, Asbestos Program and the OWNER or its authorized representative.
3. Contractor shall notify the OWNER 72 hours in advance if a Subcontractor is to be employed for the project and provide the Subcontractor(s) company name, address, telephone & fax number if not provided at the time contract is signed.
4. Before proceeding with demolition activities, the Contractor shall submit to OWNER or OWNER'S Representative the following at least five days in advance of planned demolition:
 - A. Proof of 10-day notice of Intent to Renovate/Demolish with the Michigan Department of Environmental Quality.
 - B. Copies of Post-abatement (clearance) air monitoring results completed by an independent third-party contractor
 - C. Schedule of demolition activities, including a detailed sequence of demolition and removal work, with starting and ending dates for each activity.

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Demolition of Residential & Commercial Structures



WASHTENAW COUNTY LIVING WAGE ORDINANCE

Effective October 17, 2001 Resolution #01-234

D. Work plan includes the means, methods, and procedures proposed for removing and disposing of all hazardous/regulated material.

E. Contract-specific health and safety plan (HASP) that includes the necessary precautions and safety procedures proposed for the accomplishment of the removal and disposal work at the specific addresses requiring abatement as indicated in the Hazardous/Regulated Materials Survey. Include detailed information regarding temporary controls, including lock-out/tag-out procedures and hazardous material handling. The HASP shall be based on applicable regulations, work experience, and the Hazardous/Regulated Materials Survey guidance. Specify the use of any licensed subcontractors used for this project.

F. The OWNER or OWNER'S Representative may, at its discretion, conduct a final clearance inspection to confirm that all Asbestos and Hazardous/Regulated Materials have been removed from the site and that all asbestos in Occupancy. If final clearance is conducted and is not approved, the Contractor must return to the project site and complete any activities necessary to achieve a satisfactory clearance inspection that demonstrates that all asbestos and hazardous/regulated materials have been adequately removed.

G. The Contractor shall receive approval of its proposal in this regard from the OWNER before proceeding with demolition work.

5. Landfill receipts/waste manifests must be submitted to the OWNER with an invoice, within ten days of the completion of the project, or payment will not be processed.

Part 2: Request for Payment

1. All documentation must be submitted on the organization's letterhead.
- A. Request for Payment Packet must include:
- (1) A payment request includes a cover letter identifying individual billing by property address for each property.
 - (2) Schedule of Values and Sworn Statement for each property address as listed on the address Bid Forms.
 - (3) Conditional or Unconditional waivers of lien from yourself and all subcontractors listed on a sworn statement.
 - (4) Building Permit
 - (5) Ten-day Notification of Intent to Renovate/Demolish
 - (6) Final grade inspection receipt
 - (7) Documentation of abatement activities and hazardous/regulated waste disposal in compliance with the Environmental Inspection Report or authorized change orders.
- Authorization to reoccupy previously abated area, including copies of Post-abatement (clearance) air monitoring results completed by an independent third-party contractor,
 - Asbestos quantity sheet
 - Michigan Department of Natural Resources Air Quality Division / Waste Management Record

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- A copy of the disposal manifest and shipping papers used to dispose of materials/wastes from each disposal/recycling facility with load description and time stamps.
 - When applicable, a copy of the CFC recovery certificate signed and certified by the licensed CFC recovery professional.
 - When applicable, a copy of the scrap metals receipt for AST/USTs and other metals.
- (8) Documentation that any Subcontractors comply with the Michigan Workers' Disability Compensation Act requirements and are appropriately licensed.
- (9) Certified Payroll
- (10) Before and after photographs of the site (labeled)

SECTION X: ADJUSTMENTS TO BID

1. In the event a structure or structures itemized on this bid is destroyed or substantially destroyed by fire or another calamity beyond its present condition as determined by the OWNER, or environmental hazards are found at any time before actual demolition, the Authority reserves the right to remove the structure from the bid; or in the event of bid award, to remove the structure(s) from the award and reduce the price by the Contractors' bid for that structure(s).

2. If unforeseen circumstances arise or work must be performed outside of the Contractors' usual workweek, modifications to schedules may be requested, and written approval must be received in writing from the OWNER or its authorized representative.

3. The OWNER reserves the right to revise these protocols over time to maximize efficiency and minimize demolition-associated hazards. The contractor will be notified in writing of any revisions.

SECTION XI: DEFINITIONS

ADEQUATELY WET – Sprayed, misted, mixed, or penetrated with liquid to the extent that suppresses the release of visible emissions and particulate matter.

ASBESTOS CONTAINING MATERIAL (ACM) – Friable (i.e., easily crumbled or reduced to particles) asbestos-containing material or Class I non-friable asbestos-containing material.

ASBESTOS ABATEMENT ACTIVITIES – Any activity that involves the removal or renovation of the suspect or known asbestos-containing material by an asbestos-removal professional

AUTHORIZED REPRESENTATIVE – Another party granted the specific ability to speak or act on behalf of the OWNER.

BACKFILL – Material with which Open Holes shall be filled to Final Grade Level, previously approved for use according to Specifications.



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Demolition of Residential & Commercial Structures

BULLETINS – Any additional Contract provisions, changes, revisions, or clarifications of the Contract Documents issued in writing by the Director, on behalf of the City of Ypsilanti, to prospective proposers before the receipt of the proposals.

CATEGORY I NON-FRIABLE ACM – Asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy

CATEGORY II NON-FRIABLE ACM – Any material, excluding Category I nonfriable ACM, containing more than 1 percent asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

CHANGE ORDERS – Any material change to the overall scope of the Contract which requires prior approval by the DLBA. Example: changes in Contract price, which may result from changes in the Scope of Work requirements.

CLASS A LICENSE – Unrestricted wrecking Contractor's license authorizing the holder to wreck all types of buildings and structures, including wood frame masonry, steel frame, and reinforced concrete buildings and structures unlimited by height.

CLASS B LICENSE – Unrestricted wrecking Contractor's license authorizing the holder to wreck non- concrete or steel frame structures less than or equal to three (3) stories or thirty-five (35) feet in height.

WORK – Contractor's compliance with all licensing, permitting, safety, and environmental requirements as well as site clearance, demolition of all buildings to include exterior walls, basement walls, basement foundations, footings, and slab-on-grade, appurtenances, contiguous buildings, fences, concrete walks, drives, transportation of debris, and backfilling and finishing the site surface with a Final Grade.

CONTRACT or CONTRACT DOCUMENTS – All directions, requirements, standards, terms, and conditions of performance as specified in this RFP in addition to any additional Contract provisions, changes, revisions, or clarifications authorized by the Director or the Director's designee.

CONTRACTOR – The individual or legal entity contracting with DLBA to perform the prescribed Work.

DISHING – The sloping of the side walls of the Open Hole so a person could walk out of the depression

DLBA – The Detroit Land Bank Authority, a municipal corporation.

DRAWINGS or CONTRACT DRAWINGS – Those drawings specifically entitled, dated, and listed in this RFP, the Contract, or any Bulletin.

Bidding & Contract Documents

City of Ypsilanti

Demolition of Residential & Commercial Structures

EMERGENCY DEMOLITION – The demolition of any building of such questionable structural integrity that it is deemed in imminent danger of collapse as determined by a Detroit City Building Official.

EMERGENCY DESIGNATED STRUCTURES – Any building declared an Emergency awarded to the Contractor for demolition by these Specifications.

EXPERIENCED – The Proposer/Wrecking Company has at least three years of demolition experience and has demolished at least one hundred (100) residential and twenty (20) commercial structures.

EXTRA WORK – Work other than that expressly stated or implied in the Contract Documents at the time of execution of the Contract.

FINAL GRADE – Removing all excess material, rubbish, and debris from the premises and leveling the lot's surface to conform to the grade of the abutting properties. The leveling of the lot surface shall prevent excessive liquid runoff into the abutting street, alley, or adjacent properties and shall not cause pooling.

FOUNDATION – All parts of a demolished structure still existing in the ground after Knockdown and Load-out, including but not limited to basement walls, basement foundations, footings, and slab-on-grade foundations.

FUGITIVE DUST – All particulate matter caused by demolition activities that are suspended in the air and could spread to nearby areas.

HAZARDOUS/REGULATED MATERIALS – Any materials designated by the Hazardous/Regulated Materials Survey as necessary for removal from the property before beginning demolition activities. Includes Michigan Fire Prevention Code, Public Act 207 of 1941, and Title 48 CFR, Part 171.8, Part 172.101, 40 CFR 26.13, and 49 CFR 171.8.

HAZARDOUS/REGULATED MATERIALS SURVEY – A survey of a demolished property conducted by an independent third party and defines the quantity, types, condition, and locations of any materials to be removed from the property before beginning any demolition activities.

KNOCKDOWN – Physical demolition of the structure and placement of all debris into the basement area or in a single pile within the footprint of the former structure.

LOAD-OUT or LOAD-OUT PHASE – The wetting down and removal of demolition debris from the demolition site after Knockdown, occurring before the removal of the Foundation.

NATIONAL EMISSION STANDARDS FOR HAZARDOUS AIR POLLUTANTS (NESHAP) – Air quality standards issued under the Clean Air Act for emissions standards set by the United States Environmental Protection Agency (EPA) for an air pollutant not covered by The National Ambient Air Quality Standards (NAAQS) that may cause an increase in fatalities or serious, irreversible, or incapacitating illness.

Bidding & Contract Documents

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NOTICE – Written notice or documentation.

OPEN HOLE – A depression in the earth resulting from excavation and removal of all demolition debris and the Foundation of the structure after Knockdown.

OWNER – As used in these specifications, "OWNER" refers to the contracting entity, either the City of Ypsilanti or its agencies, and does not necessarily imply ownership of the real property.

PAYMENT BOND – Bond secured by the Contractor that assures payment as required by law to all persons supplying labor and material in the execution of the Work provided for in the Contract.

PERFORMANCE BOND – Bond executed in connection with a Contract to secure the fulfillment of all the Contractor's Contractual obligations.

PERSONAL PROTECTION LEVEL – Designated levels of skin, eye, and respiratory protection required for hazardous materials workers and as defined by MIOSHA.

PERMIT – Official certificate that authorizes the performance of a specified activity (i.e., construction, repair, demolition) issued by the approving authority with proper jurisdiction.

QUALIFIED BIDDER – A party that may be considered by Detroit Land Bank Authority for approval to conduct demolition.

REGULATED ASBESTOS CONTAINING MATERIALS (RACM) – All of the following: (a) friable asbestos material, (b) Category I nonfriable ACM that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

PAYMENT REQUEST – Invoice submitted by the Contractor for Work performed under the Contract according to the specifications outlined in Section IX, Part 2.

RESPONSIBLE PROPOSER – A Contractor possessing the demonstrated judgment, skill, ability, capacity, experience, and integrity requisite and necessary to perform the Work to standards and in the specified time, without regard to competing Contract commitments.

RESPONSIVE PROPOSAL – A proposal that conforms, in all material aspects, to the terms, conditions, specifications, and requirements of the solicitation.

SCOPE OF WORK – Encompasses all Contract performance requirements expressly stated or implied that are required to be furnished and completed by the Contractor to satisfy all Contract terms and conditions properly, except "Extra Work" as defined herein.

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SITE – The area bounded by the perimeter of the address supplied in the Contract or Notice to Proceed in which the Contractor has agreed to confine its operations. In special cases, this may include other adjacent areas as designated by the OWNER or Authorized Representative.

SPECIFICATIONS – Any directions, requirements, standards, terms, and performance conditions specified in this RFP and other Contract Documents.

SUBCONTRACTOR – A person, firm, corporation, or party other than the Contractor or its employees that Contracts with the Contractor to furnish labor; labor and materials; or labor and equipment at the site but shall not include any party who furnishes only materials or equipment. All subcontractors must be approved in advance by the Detroit Land Bank Authority.

SURETY BOND – As referred to in this document, includes a Performance and Payment Bond as defined above and shall satisfy the requirements of 24 CFR 85.36(h)(1)-(3).

TYPE II LANDFILL – Landfill that accepts municipal solid waste, including household waste and friable asbestos.

UTILITIES – All public or private utility companies such as DTE Energy, the Detroit Water and Sewerage Department, or the Detroit Public Lighting Department.

UNBALANCED PROPOSAL – A Proposal offer that contains a substantial variation in price to the extent that it affects the proposal process by giving the Proposer an advantage or benefit not allowed by other Proposers.

WET-WET – The water application to structure and debris during all phases of Knockdown and Load-Out.

WORK – The explicit and implicit Contract Requirements as defined in the Scope of Services.

SECTION XII: REFERENCES

The Contractor shall comply with all applicable laws, ordinances, rules, and regulations, whether stated or omitted from bidding documents, including, but not limited to, the following:

1. US EPA, 40 CFR Part 61, Subpart M: "National Emission Standards for Hazardous Air Pollutants"
2. OSHA, 29 CFR Part 1926.1101/MIOSHA Part 602: "Asbestos in Construction Standard"
3. OSHA 29 CFR Part 1926.62/ MIOSHA Part 603 "Lead in Construction Standard"
4. Michigan Public Act 154 of 1974: "Michigan Occupational Safety and Health Act"
5. Michigan Public Act 135 of 1986: "Asbestos Abatement Contractors Licensing Act"
6. Michigan Public Act 440 of 1988: "Asbestos Workers Accreditation Act"
7. US DOT, 49 CFR Parts 171 and 172: "Hazardous Materials Regulations"
8. US EPA, "Clean Air Act" Section 114 A
9. US EPA, NESHAP standard subpart M, Sec 61.145 (a): "Standard for Demolition and Renovation"
10. US EPA, 40 CFR 89: "Control of Emissions from New and In-Use Non-Road Compression Ignitions"
11. US EPA, 40 CFR 1039: "Control of Emissions from New and In-Use Non-Road Compression Ignitions"

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Demolition of Residential & Commercial Structures

12. US EPA, 40 CFR 1068: “General Compliance Provisions for Highway, Stationary, And Non-Road Programs”
13. MDEQ, Natural Resources, and Environmental Protection Act, Part 201: “Environmental Remediation:
Generic Cleanup Criteria for Unrestricted Residential Use”
14. OSHA, 29 CFR 1926 Subpart M: “Fall Protection”.
15. 40 CFR Part 257 and 40 CFR Part 258 - Non-Hazardous Waste
16. 40 CFR Part 261 – Identification and Listing of Hazardous Waste
17. 40 CFR Part 263 – Standards Applicable to Transporters of Hazardous Waste
18. 40 CFR Part 264 – Standards for Hazardous Waste Treatment, Storage, and Disposal Facilities.
19. 40 CFR Part 273 –Universal Waste Management
20. 40 CFR Part 279 – Standards for the Management of Used Oil
21. 40 CFR Part 745 - Lead-Based Paint Poisoning Prevention in Certain Residential Structures
22. 40 CFR Part 761 – Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and use Prohibitions
23. 49 CFR Part 171 – Department of Transportation (DOT) General Information, Regulations, and Definitions
24. 49 CFR Part 172 – DOT Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements.

**Bidding & Contract Documents
City of Ypsilanti
Demolition of Residential & Commercial Structures**

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Appendix A

Living Wage Ordinance and Poster Language



LIVING WAGE ORDINANCE COMPLIANCE REPORT

The City of Ypsilanti has adopted Ordinance 892, which requires any person(s) receiving financial benefits from the City of Ypsilanti to pay their employees a living wage. Financial benefit shall mean (1) any contract to primarily furnish services in the amount of \$10,000 or more in any 12-month period, or (2) the receipt of grant money, financial assistance, or a tax abatement in the amount of \$10,000, or more, in any 12-month period. Financial benefit does not include maintenance services purchased at the time of the purchase of equipment.

Every person that receives a financial benefit from or through the City of Ypsilanti shall pay a living wage to all persons who work on the contract or who work in (or whose base of employment is in) the workplace or location that receives the grant money, tax abatement, or financial assistance. Living Wage is defined as wages of \$14.07 per hour when health care is not provided and \$12.00 per hour when health care is provided. *

Please complete the sections listed below. **Section A is mandatory.**

By completing **Section B**, you certify that your contract or agreement with the city of Ypsilanti is not subject to Ordinance 892.

By completing **Section C**, you certify that your contract, agreement, or other form of financial assistance is subject to Ordinance 892. As a requirement of the Ordinance, the City's Human Resources Department may request proof of compliance with the Ordinance. **You are required to furnish the Human Resources Department with copies of payroll records within ten days of a written request. Failure to comply with the request may cause the contract to be modified or terminated to comply with the provision of the Living Wage Ordinance, including withholding of moneys in an amount equal to Living Wages not paid in accordance with this Ordinance, and the City may also take action to recover the amount of any contract provided to any person found to have violated the Ordinance.**

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day considered a separate violation. Additionally, The City of Ypsilanti has the right to modify, terminate, cancel, or suspend a contract if the Ordinance is violated.

SECTION A – COMPANY INFORMATION	
Company Name & Contact Person	Street Address, City, State, Zip Code
Telephone Number	Contract for:
Date Prepared	City Department



| | | |

SECTION B - NOT SUBJECT TO ORDINANCE 892

I hereby swear that this is a true and correct document, and I am an authorized company representative.

SIGNATURE:

DATE:

SECTION C - SUBJECT TO ORDINANCE 892

I hereby swear that this is a true and correct document, and I am an authorized company representative.

SIGNATURE:

DATE:

SECTION D – AUTHORIZED CITY REPRESENTATIVE CERTIFICATION (DEPARTMENT SUBMITTING CONTRACT)

I, _____, as the City Representative for the above contract, do hereby affirm that this was prepared in accordance with the City of Ypsilanti charter, ordinances, and bid specifications.

SIGNATURE:

DATE:

SECTION E – CERTIFICATION OF RECEIPT

I, _____ do hereby certify that I have received this notice for compliance with Ordinance 892, and if the Ordinance, in fact, applies to this contract, I will ensure compliance by requesting payroll records from the company once City Council approves the

SIGNATURE:

DATE:

SECTION F – CERTIFICATION OF COMPLIANCE

I, _____ do hereby certify that I requested and received payroll records from the company listed in Section A, and they do comply with the provision of Ordinance 892.

SIGNATURE:

DATE:

*Health Care Benefits include those paid for by the employer or making an employer contribution toward purchasing health care.

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Structures
Appendix B**



Appendix B Hazardous Materials Inspection Reports







PRE- DEMOLITION ASBESTOS SURVEY

756 Harriet Street Ypsilanti, Michigan 48197

Rent Licht

PREPARED
FOR

PROJECT # DATE





March 8, 2023

City of Ypsilanti

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PRE- DEMOLITION ASBESTOS SURVEY

756 Harriet Street Ypsilanti, Michigan 48197

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PREPARED
FOR

PROJECT # DATE





March 8, 2023

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PRE-DEMOLITION ASBESTOS SURVEY

756 Harriet Street Ypsilanti, Michigan 48197

EXECUTIVE SUMMARY

The City of Ypsilanti, retained AKT Peerless to conduct a Pre-Demolition Asbestos Survey of the structure located at 756 Harriet Street, Ypsilanti, Michigan 48197. This survey was conducted in accordance with AKT Peerless' Proposal Number PF-32074, dated February 15, 2023, and the terms and conditions of that agreement.

AKT Peerless performed an asbestos-containing materials (ACM) identification survey of the designated areas of the building. Suspect materials were identified and inventoried by a Michigan-accredited Asbestos Building Inspector. Based on the types and quantities of suspect materials discovered in the facility, bulk samples were collected to determine the asbestos content. Some suspect materials were not sampled but were assumed asbestos-containing because of safety concerns, access issues, and/or disruption of integrity requirements. Assumed asbestos materials are noted.

Asbestos-containing materials identified at the site during the February 20, 2023, sampling event included the following:

- **9" Floor Tiles, White w/ Mastic**

NEXT STEPS

ACM must be removed in advance of any demolition and/or renovation within the facility. Michigan Department of Environment, Great Lakes, and Energy (EGLE) and Michigan Occupational Safety and Health Administration (MIOSHA) Asbestos Program regulations require that removal and disposal of ACM must be performed according to specified practices and procedures by a licensed asbestos abatement contractor. Properly trained and state-accredited personnel must perform the abatement. If a bid specification scope of work/project design for removal of the ACM is developed, it must be developed by a state-accredited Asbestos Project Designer. Any ACM remaining in the building, whether confirmed by testing or assumed ACM, would be subject to a written Operations & Maintenance (O&M) program.

Air monitoring during abatement must be conducted to ensure asbestos contamination generated during abatement is contained within the regulated work areas. A visual inspection and final clearance air sampling in regulated abatement areas must be performed before being released for other subsequent construction activities.

1.0 Introduction

The City of Ypsilanti, retained AKT Peerless to conduct a Pre-Demolition Asbestos Survey of the structure located at 756 Harriet Street, Ypsilanti, Michigan 48197. This survey was conducted in accordance with AKT Peerless' Proposal Number PF-32074, dated February 15, 2023, and the terms and conditions of that agreement.

2.0 Purpose

The purpose of AKT Peerless' limited pre-Demolition asbestos survey is to (a) identify and locate suspect ACM, (b) establish a sampling plan, based on homogeneous and functional areas, to sample significant sources of friable and non-friable suspect ACM, (c) quantify the amount of asbestos ACM identified at the property, and (d) prepare a final report documenting confirmed ACM and Presumed Asbestos Containing Materials (PACM) quantities, locations, and laboratory results.

2.1 Scope of Work – Asbestos Sampling

The scope of work for AKT Peerless' limited pre-Demolition asbestos survey is based on the Asbestos Hazard Emergency Response Act (AHERA) inspection and management requirements for commercial and industrial buildings. Because the facility is slated for demolition, it is subject to Environmental Protection Agency (EPA) National Emission Standards for Hazardous Air Pollutants (NESHAP) standards.

Asbestos survey activities were completed in accordance with the following protocol:

- The inspection was performed to determine the extent and location of suspect ACM present in the subject building. This survey was quantitative in that an attempt was made to locate accessible friable and non-friable ACM areas, as well as estimate the quantity of ACM. Bulk samples of suspect ACM were collected by a Michigan-accredited Asbestos Building Inspector.
- Bulk samples were collected of each homogeneous material area encountered in accordance with EPA-recommended sampling guidelines. If a suspect material was not sampled, then it was presumed to be PACM.
- Samples of suspect ACM were analyzed by a National Voluntary Laboratory Accreditation Program (NVLAP)-accredited laboratory for analysis via Polarized Light Microscopy and dispersion staining (PLM) following the EPA Test Method (EPA-600/M4-82-020) and the National Institute of Standards and Technology (NIST) Bulk Asbestos Handbook.
- Laboratory analysis was performed using first positive stop analysis methodologies. First positive stop involves analyzing samples by homogeneous material groupings. Laboratory analyses proceeded sample by sample, within each homogeneous material grouping, until a sample was determined to be asbestos containing.
- Although PLM is currently the accepted and approved method for analysis, the method is limited in its ability to provide a quantitative result when asbestos represents a small fraction of the material. Current USEPA guidelines specify that when initial laboratory analysis of friable materials detects the presence of asbestos in a quantity between less than one percent (or trace) and less than ten percent, a verification analysis using the point counting analytical method may be considered. If the client does not exercise the option to conduct point counting, the material in question will be considered ACM as identified by PLM analysis.
- Upon completion of the field inspection and receipt of laboratory data, this report was prepared and includes: (a) a general description of the suspect ACM identified and non-suspect homogeneous materials that were visually evaluated, (b) a determination of the quantity of suspect materials observed, (c) laboratory testing results, and (d) quality control measures.

2.2 Clarifications and Exceptions

AKT Peerless uses trained and licensed inspectors in attempting to locate and identify materials potentially containing asbestos. AKT Peerless conducted invasive access to identify potential asbestos materials within the subject buildings; however, there may be additional asbestos materials that were not found because they were not accessible to the inspector. Asbestos was used in a variety of building

components and in many types of materials in the construction of buildings. In some of these components, asbestos may be present, not as an intentional ingredient, but as a contaminant.

During execution of this survey, the work was performed using commercially reasonable best efforts consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

QUANTITIES OF IDENTIFIED ACM REPORTED IN THIS DOCUMENT ARE PROVIDED FOR REFERENCE ONLY AND SHOULD NOT BE SOLELY RELIED UPON FOR ABATEMENT BIDDING PURPOSES. AKT Peerless strongly cautions against utilizing the reported material quantities without field verification. It is expected that contractors will utilize their own quantities when preparing bid pricing. Further, it should be anticipated that there will be other costs associated with the construction/asbestos abatement including engineering and testing fees. For planning purposes, AKT Peerless recommends an allowance of 20 percent for these costs.

AKT Peerless encountered the following building-specific limitations during the Asbestos Survey:

- Not all spaces/cavities enclosed by fixed-wall systems were accessed. Fixed wall systems included plaster walls with an underlying building structure and masonry cinder block. Only limited, representative inspection of fixed-wall spaces was performed.
- Lighting in the subject building was limited. Portable lighting and flashlights were used to increase visibility.
- The structure consists of a floor only, on a basement foundation. The floor limited observations of the basement and because the structure is not safe to enter, only those materials that could be readily observed from various openings, windows etc. were inventoried.

2.3 Previous Inspection Reports, Building Plans and Construction Specifications

AKT Peerless was not provided historical asbestos inspection information, site plans, drawings, or construction specifications.

The following sections of this survey outline the approach, procedures, and methods employed by AKT Peerless to conduct the ACM Survey of the subject property.

2.4 Description of Homogeneous Areas

AKT Peerless identified Homogeneous Areas (HA) based on appearances and type of materials observed. As defined under AHERA, a homogeneous area is an area (i.e., material) that appears similar throughout in terms of its color, texture, and date of material application.

In addition, building materials suspect for asbestos content are also described based on one of three following material classifications:

Surfacing Materials

A material that is sprayed-on, troweled-on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes. Glued-on ceiling panels are interpreted by the State of Michigan as a surfacing material.

Thermal System Insulation

A material that is applied to pipes, fittings, boilers, breeching, tanks, ducts, or other interior structural components to prevent heat lost or gain, or water condensation, or for other purposes.

Miscellaneous Materials

A building material on structural components, structural members or fixtures, such as floor and ceiling panels, and does not include surfacing material or thermal system insulation.

AKT Peerless identified homogeneous suspect ACM at the subject property for sampling or that were already characterized as asbestos-containing. These materials are described in detail in Appendix A.

2.5 Description of Functional Spaces

During the asbestos survey, AKT Peerless identified various Functional Spaces (FS) in the building. In general, functional spaces are defined as spatially distinct units or areas within the building, which contain identifiable populations of building occupants. Functional spaces can also include storage spaces, mechanical rooms, closets, and services areas, etc. However, a functional space can also be delineated based on general building layout, facility use factors, and can be assigned using various arbitrary factors that were useful in the completion of this survey.

Functional Space designations and numbers for the subject structure are listed in Appendix A.

2.6 Bulk Sample Material Inventory

Based on the homogeneous materials and functional spaces identified during this pre-demolition survey, AKT Peerless collected 10 bulk samples for analysis. In general, AKT Peerless' sampling protocol consisted of (a) wetting or misting the sample as appropriate, (b) extracting a sample with a clean knife, chisel, or coring tool and (c) placing the sample into a sealed polyethylene sample container.

The sampling protocol used to procure the appropriate number of samples for an identified homogeneous area of suspect ACM is based on sampling guidelines outlined under AHERA and is detailed as follows:

Surfacing Materials (SM)

Surfacing materials consist of building materials that have been spray-on, troweled-on, or otherwise applied to building surfaces for acoustical, fireproofing, or decorative purposes. Samples of suspect surfacing materials were collected using the following sampling guidelines:

Size of Sampling Area Number	USEPA Recommended of Samples to Collect	Minimum Number of Samples to Collect
Less than 1,000 square feet	9	3
Between 1,000 & 5,000 square feet	9	5

Greater than 5,000 square feet

9

7

Sample locations of friable surfacing materials selected were based on the EPA random number generation strategy and are representative of the entire material area.

Thermal System Insulation (TSI)

This category consists of insulation used to inhibit heat transfer or prevent condensation on mechanical system components. For thermal system insulation, the number of samples and the sample locations was dependent on access considerations and the likelihood of asbestos content.

Miscellaneous Materials (MM)

Miscellaneous materials consist of interior and exterior building components and are typically located on structural components, structural members, or fixtures, such as floor tiles, ceiling panels and roofing materials. Sampling of these materials was performed by delineation of homogeneous areas and functional spaces. Based on the number of different materials identified, suspect materials were analyzed based on multiple samples per material.

2.7 Laboratory Analytical Procedures

All samples collected were submitted to APEX Research, Inc. (APEX) of Whitmore Lake, Michigan for analysis. APEX is accredited by the American Industrial Hygiene Association (AIHA) and participates in NVLAP. Samples were submitted under chain-of-custody guidelines to ensure proper handling and delivery of the samples. The samples were analyzed using PLM with dispersion staining in accordance with the following USEPA guidance document Determination of Asbestos in Bulk Building Materials: EPA/600/R-93/116, dated July 1993.

The USEPA defines ACM as those materials that contain greater than one percent asbestos. Friable materials are defined as those that can be crumbled or reduced to powder by hand pressure. The asbestos NESHAP, dated November 1990, stipulates that any friable material identified as containing asbestos in concentrations greater than one percent must be considered ACM.

Materials containing one (1) percent or less asbestos are generally considered non-asbestos-containing and therefore are not regulated by NESHAP. The OSHA definition of ACM is similarly any material containing more than one (1) percent asbestos. However, specific work practices must be followed under OSHA regulations for materials containing less than one percent asbestos if an individual layer exceeds one percent. Under the PLM method, percentages and types of fibrous components in these samples were determined by visual estimation of the amount of fibrous materials versus the total amount of material present.

Current USEPA guidelines specify that when initial laboratory analysis of friable or non-friable materials regulated under NESHAP detects the presence of asbestos in a quantity between less than one percent (or trace) and less than ten percent, a verification analysis using the point counting analytical method should be considered or the material in question should be treated as ACM as identified by PLM analysis.

AKT Peerless utilized the “positive-stop” method of sample analyses. Following this method, the analyses of a homogeneous material is stopped on a group of samples once the first positive (e.g., greater than 1% asbestos) sample is analyzed. According to the USEPA, if one sample of a homogeneous material is identified to be asbestos-containing, the entire material must be considered asbestos-

containing.

Based on appearances and type of materials, suspect ACMs were grouped into homogeneous areas and functional spaces as appropriate based on apparent age and similarity in texture and color. Upon completion of these activities, representative bulk samples of the suspect materials were collected.

Bulk Sample Laboratory Reports with Chain-of-Custody records for each area are presented in Appendix B.

3.0 Asbestos Survey - Conclusions and Recommendations

AKT Peerless was retained to conduct a limited pre-Demolition Asbestos Survey of the structure located at 756 Harriet Street, Ypsilanti, Michigan 48197. The purpose of the survey was to the location of ACMs that will require special handling procedures or removal activities before general building demolition. The following sections of this report summarize the findings of the Asbestos Survey.

3.1 Summary of Identified Asbestos Containing Materials

HA#	Material Description	Material Location	Approx. Quantity	Friability
1	9" Floor Tiles, White w/ Mastic	FS-1	280 SF	Non-Friable
HA=Homogeneous Area FS=Functional Space SF=Square Feet *Assumed Material				

4.0 Limitations

The information and opinions obtained in this report are for the exclusive use of the City of Ypsilanti. No distribution to or reliance by other parties may occur without the express written permission of AKT Peerless. AKT Peerless will not distribute this report without your written consent or as required by law or by a Court order. The information and opinions contained in the report are given based on that assignment. The report must be reviewed and relied upon only in conjunction with the terms and conditions expressly agreed upon by the parties and as limited therein. Any third parties who have been extended the right to rely on the contents of this report by AKT Peerless (which is expressly required prior to any third-party release), expressly agrees to be bound by the original terms and conditions entered into by AKT Peerless and the City of Ypsilanti.

Subject to the above and the terms and conditions, AKT Peerless accepts responsibility for the competent performance of its duties in executing the assignment and preparing reports in accordance with the normal standards of the profession but disclaims any responsibility for consequential damages. Although AKT Peerless believes that results contained herein are reliable, AKT Peerless cannot warrant or guarantee that the information provided is exhaustive or that the information provided by the City of Ypsilanti, and its affiliates, subsidiaries, and their successors, assigns, and grantees, or third parties is complete or accurate.

5.0 Signatures

The following professionals prepared this report.

MIOSHA LARA CSHD Asbestos Inspector and Contractor/Supervisor Accreditation No. A36205

Carl Rogers

Project Coordinator

Southeast Michigan

Region Phone:

248.470.0875

MIOSHA LARA CSHD Asbestos Inspector Accreditation No. A45988

Colin Holsinger

Project Coordinator

Southeast Michigan Region

Phone: 248.615.1333

CDR

CDR

Appendix A

Homogeneous Area Summary

Functional Space Inventory

Bulk Sample Results

Summary

HOMOGENEOUS AREA SUMMARY

CLIENT: City of Ypsilanti
PROJECT NO: 18001f-1-190
PROJECT: 756 Harriet Street
 Ypsilanti, MI

HA No.	Material Description	Material Location(s)	Material Class	Approx. Quantity	Friability
1	9" Floor Tiles, White w/ Mastic	FS-1	MM	280 SF	Non-
Non-friable	Asphalt Shingle Siding	FS-1	MM	50 SF	Non-friable
3	Block/Mortar	FS-1	MM	Not Quantified	Non-friable
4	Black Tar on Foundation	FS-1	MM	150 SF	Non-friable
5	Gray Linoleum	FS-1	MM	40 SF	Friable

HA= Homogeneous Area
 FS = Functional Space
 SF= Square Feet
 NE = Not Estimated

MM = Miscellaneous Material
 SM = Surfacing Material
 TSI = Thermal System Insulation
Bold = Asbestos Material



FUNCTIONAL SPACE DESIGNATIONS

CLIENT: City of Ypsilanti
PROJECT NO: 18001f-1-190
PROJECT: 756 Harriet Street
Ypsilanti, MI

Functional Space (FS) No.	Description	Functional Space (FS) No.	Description	Functional Space (FS) No.	Description
FS-1	Floor/Foundation/Exterior				



LABORATORY RESULTS SUMMARY

CLIENT: City of
PROJECT NO: Ypsilanti
PROJECT: 18001f-1-190
 756 Harriet Street

HA No.	Material Description	Sample Number	Asbestos Content	Comments
1	9" Floor Tiles, White w/ Mastic	1.1	T = 5% CHR M = NAD	
		1.2	T = NA M = NAD	
2	Asphalt Shingle Siding	2.1	NAD	
		2.2	NAD	
3	Block/Mortar	3.1	Block = NAD Mortar = NAD	
		3.2	Block = NAD Mortar = NAD	
4	Black Tar Material on Foundation	4.1	NAD	
		4.2	NAD	
5	Gray Linoleum	5.1	NAD	
		5.2	NAD	

T = Tile
 M = Mastic
 PC = Point Count
 BB=Baseboard

Bold = Indicates asbestos material
 NA = Not Applicable
 GP=Glue Pod
 JC = Joint Cmpd D = Drywall



Appendix B Bulk Sample Laboratory Reports and Chain of Custody Record

Rent Jett



Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)



Project: 756 Harriet, Ypsi.
Project #: 18001F-1-190

Report To:

Mr. Carl Rogers / Mr. David Barnes
AKT Peerless
22725 Orchard Lake Rd.
Farmington, MI 48336

ARI Report # 23-103500
Date Collected: 03/02/23
Date Received: 03/02/23
Date Analyzed: 03/07/23
Date Reported: 03/07/23

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 103500 - 01 Cust. #: 1.1 Material: White 9" Floor Tile Location: Appearance: white, fibrous, homogenous Layer: 1 of 2	Asbestos Present: YES Chrysotile - 5%	Other - 95%
Lab ID #: 103500 - 01a Cust. #: 1.1 Material: Mastic Location: Appearance: black, nonfibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 103500 - 02 Cust. #: 1.2 Material: White 9" Floor Tile Location: Appearance: Layer: 1 of 2	Asbestos Present: NOT ANALYZED	

For Layered Samples, each component will be analyzed and reported separately.

A handwritten signature in black ink, appearing to read "Robert T. Letarte Jr.".

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. APEX Research Inc. is not responsible for the accuracy of the results for layered samples or samples comprising multiple materials. Liability limited to cost of analysis.



NVLAP Lab Code 102118-0

APEX Research Inc., 11054 Hi Tech Drive, Whitmore Lake, MI 48189
(734) 449-9990, Fax (734) 449-9991

Page 1 of 5

Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)



Project: 756 Harriet, Ypsi.
Project #: 18001F-1-190

Report To:

Mr. Carl Rogers / Mr. David Barnes
AKT Peerless
22725 Orchard Lake Rd.
Farmington, MI 48336

ARI Report # 23-103500
Date Collected: 03/02/23
Date Received: 03/02/23
Date Analyzed: 03/07/23
Date Reported: 03/07/23

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 103500 - 02a Cust. #: 1.2 Material: Mastic Location: Appearance: black,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 103500 - 03 Cust. #: 2.1 Material: Asphalt Shingle Siding Location: Appearance: black,fibrous,nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 40% Other - 60%
Lab ID #: 103500 - 04 Cust. #: 2.2 Material: Asphalt Shingle Siding Location: Appearance: black,fibrous,nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 40% Other - 60%

For Layered Samples, each component will be analyzed and reported separately.

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Robert T. Letarte Jr., Laboratory Director

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Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)



Project: 756 Harriet, Ypsi.
Project #: 18001F-1-190

Report To:

Mr. Carl Rogers / Mr. David Barnes
AKT Peerless
22725 Orchard Lake Rd.
Farmington, MI 48336

ARI Report # 23-103500
Date Collected: 03/02/23
Date Received: 03/02/23
Date Analyzed: 03/07/23
Date Reported: 03/07/23

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 103500 - 05 Cust. #: 3.1 Material: Block Location: Appearance: grey,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 103500 - 05a Cust. #: 3.1 Material: Mortar Location: Appearance: grey,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 103500 - 06 Cust. #: 3.2 Material: Block Location: Appearance: grey,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.

A handwritten signature in black ink, appearing to read "Robert T. Letarte Jr.".

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. APEX Research Inc. is not responsible for the accuracy of the results for layered samples or samples comprising multiple materials. Liability limited to cost of analysis.



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Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)



Project: 756 Harriet, Ypsi.
Project #: 18001F-1-190

Report To:

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AKT Peerless
22725 Orchard Lake Rd.
Farmington, MI 48336

ARI Report # 23-103500
Date Collected: 03/02/23
Date Received: 03/02/23
Date Analyzed: 03/07/23
Date Reported: 03/07/23

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 103500 - 06a Cust. #: 3.2 Material: Mortar Location: Appearance: grey,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 103500 - 07 Cust. #: 4.1 Material: Black Tar Material Location: Foundation Appearance: black,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 103500 - 08 Cust. #: 4.2 Material: Black Tar Material Location: Foundation Appearance: black,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.

A handwritten signature in black ink, appearing to read "Robert T. Letarte Jr.".

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APEX Research Inc., 11054 Hi Tech Drive, Whitmore Lake, MI 48189
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Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)



Project: 756 Harriet, Ypsi.
Project #: 18001F-1-190

Report To:

Mr. Carl Rogers / Mr. David Barnes
AKT Peerless
22725 Orchard Lake Rd.
Farmington, MI 48336

ARI Report # 23-103500
Date Collected: 03/02/23
Date Received: 03/02/23
Date Analyzed: 03/07/23
Date Reported: 03/07/23

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 103500 - 09 Cust. #: 5.1 Material: Grey Linoleum/Sheet Flooring Location: Appearance: grey, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 50% Other - 50%
Lab ID #: 103500 - 10 Cust. #: 5.2 Material: Grey Linoleum/Sheet Flooring Location: Appearance: black, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 60% Other - 40%
Lab ID #: Cust. #: Material: Location: Appearance: Layer: of	Asbestos Present:	

For Layered Samples, each component will be analyzed and reported separately.

A handwritten signature in black ink, appearing to read "Robert T. Letarte Jr.".

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. APEX Research Inc. is not responsible for the accuracy of the results for layered samples or samples comprising multiple materials. Liability limited to cost of analysis.



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Rant Jeth



PRE- DEMOLITION ASBESTOS SURVEY

856 Harriet Street Ypsilanti, Michigan 48197

Rent Loh

PREPARED
FOR

PROJECT # DATE





March 8, 2023

City of Ypsilanti

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Apex #

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APEX Research, Inc.

11054 Hi Tech Drive, Whitmore Lake, MI 48189. Phone: (734) 449 - 9990, Fax (734) 449 - 9991 www.ApexMI.com

Customer Name: AKT Peerless
 Address: 22725 Orchard Lake Rd
 City, St., Zip: Farmington, MI
 Phone: 248-470-0875 Fax: _____
 Turn Around Time: (circle one) 24 hour Terms and conditions on the other side.

Date of Survey: 3-2-23
 Project: 856 Harriet Ypsilanti
 Project # 18001F-1-190
 Contact Person: Carl Rogers / David B
 Email: rogersc@aktpeerless.com/barnes
 Circle analyses required, indicate type and quantity

Rush 24 hour Asbestos: Bulk X Wipe _____ Point Count 25
 48 hour 72 hour Lead / Cad / Chrome: Wipe ASTM E1792? circle YES or NO _____ Air _____ Pair
 Other: TTP, yes / no Mold: Bulk _____ Air/Zefon/AlergencoD _____ Bio
 Samples received after 8pm (not for positive) Bulk/NOB _____ NIOSH 7402 _____ EPA Level 1

PRE-DEMOLITION ASBESTOS SURVEY

Lab ID	Customer ID #	Material/Location	Volume	Area
		Block Mortar		
		"		
		Roofing		
		"		
		856 Harriet Street Ypsilanti Michigan 48197		
		Red / Rust Colored Coating on Foundation		
		"		
		Plaster		
		"		
		"		
		"		
		Transite Siding		
		"		
		Brick / Mortar		
		"		

Relinquished By: [Signature]
 Date: 3/2/23
 Revision R4 Date: May/2017

Received By: MAR 02
 Time/Date: BL 1147
 APEX RES.

Relinquished By: _____ Received
 Date: _____ Time/Date

Apex #

On the

Page
2

11054 Hi Tech Drive, Whitmore Lake, MI 48189. Phone: (734) 449 - 9990, Fax (734) 449 - 9991 www.ApexMI.com

Date of Survey: 3-2-2023

Project Name: 856 Harriet

Project #: 18001 F-1-190

Contact Person: CARL ROGER

Email: rogersc@ktoeels

Circle analyses required, indicate

24 Hour

3-5 Day

FTP yes / no

Same Day cut off: 3pm

Same (Test Till Positive)

Day Lead cut off: 10:30am

Asbestos: Bulk ☒ Air ☐ Other ☐

Lead / Cad / Chrome: Paint Air Wipe

Mold: Bulk Air Tape

Smoke/Soot/Char: Bulk Wipe Tape

Relinquished By: _____
Date: 3-2-23

Received By: BL 1147
Time/Date: APEX

Relinquished By: _____ Receive _____
Date: _____ Time/_____

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APPENDICES

Appendix A	Homogeneous Area Summary Functional Space Inventory Bulk Sample Results Summary
Appendix B	Bulk Sample Laboratory Reports and Chain of Custody Record

PRE-DEMOLITION ASBESTOS SURVEY

856 Harriet Street Ypsilanti, Michigan 48197

EXECUTIVE SUMMARY

The City of Ypsilanti, retained AKT Peerless to conduct a Pre-Demolition Asbestos Survey of the structure located at 856 Harriet Street, Ypsilanti, Michigan 48197. This survey was conducted in accordance with AKT Peerless' Proposal Number PF-32074, dated February 15, 2023, and the terms and conditions of that agreement.

AKT Peerless performed an asbestos-containing materials (ACM) identification survey of the designated areas of the building. Suspect materials were identified and inventoried by a Michigan-accredited Asbestos Building Inspector. Based on the types and quantities of suspect materials discovered in the facility, bulk samples were collected to determine the asbestos content. Some suspect materials were not sampled but were assumed asbestos-containing because of safety concerns, access issues, and/or disruption of integrity requirements. Assumed asbestos materials are noted.

Asbestos-containing materials identified at the site during the February 20, 2023, sampling event included the following:

- **Roofing**
- **Transite Siding**

NEXT STEPS

ACM must be removed in advance of any demolition and/or renovation within the facility. Michigan Department of Environment, Great Lakes, and Energy (EGLE) and Michigan Occupational Safety and Health Administration (MIOSHA) Asbestos Program regulations require that removal and disposal of ACM must be performed according to specified practices and procedures by a licensed asbestos abatement contractor. Properly trained and state-accredited personnel must perform the abatement. If a bid specification scope of work/project design for removal of the ACM is developed, it must be developed by a state-accredited Asbestos Project Designer. Any ACM remaining in the building, whether confirmed by testing or assumed ACM, would be subject to a written Operations & Maintenance (O&M) program.

Air monitoring during abatement must be conducted to ensure asbestos contamination generated during abatement is contained within the regulated work areas. A visual inspection and final clearance air sampling in regulated abatement areas must be performed before being released for other subsequent construction activities.

1.0 Introduction

The City of Ypsilanti, retained AKT Peerless to conduct a Pre-Demolition Asbestos Survey of the structure located at 856 Harriet Street, Ypsilanti, Michigan 48197. This survey was conducted in accordance with AKT Peerless' Proposal Number PF-32074, dated February 15, 2023, and the terms and conditions of that agreement.

2.0 Purpose

The purpose of AKT Peerless' limited pre-Demolition asbestos survey is to (a) identify and locate suspect ACM, (b) establish a sampling plan, based on homogeneous and functional areas, to sample significant sources of friable and non-friable suspect ACM, (c) quantify the amount of asbestos ACM identified at the property, and (d) prepare a final report documenting confirmed ACM and Presumed Asbestos Containing Materials (PACM) quantities, locations, and laboratory results.

2.1 Scope of Work – Asbestos Sampling

The scope of work for AKT Peerless' limited pre-Demolition asbestos survey is based on the Asbestos Hazard Emergency Response Act (AHERA) inspection and management requirements for commercial and industrial buildings. Because the facility is slated for demolition, it is subject to Environmental Protection Agency (EPA) National Emission Standards for Hazardous Air Pollutants (NESHAP) standards.

Asbestos survey activities were completed in accordance with the following protocol:

- The inspection was performed to determine the extent and location of suspect ACM present in the subject building. This survey was quantitative in that an attempt was made to locate accessible friable and non-friable ACM areas, as well as estimate the quantity of ACM. Bulk samples of suspect ACM were collected by a Michigan-accredited Asbestos Building Inspector.
- Bulk samples were collected of each homogeneous material area encountered in accordance with EPA-recommended sampling guidelines. If a suspect material was not sampled, then it was presumed to be PACM.
- Samples of suspect ACM were analyzed by a National Voluntary Laboratory Accreditation Program (NVLAP)-accredited laboratory for analysis via Polarized Light Microscopy and dispersion staining (PLM) following the EPA Test Method (EPA-600/M4-82-020) and the National Institute of Standards and Technology (NIST) Bulk Asbestos Handbook.
- Laboratory analysis was performed using first positive stop analysis methodologies. First positive stop involves analyzing samples by homogeneous material groupings. Laboratory analyses proceeded sample by sample, within each homogeneous material grouping, until a sample was determined to be asbestos containing.
- Although PLM is currently the accepted and approved method for analysis, the method is limited in its ability to provide a quantitative result when asbestos represents a small fraction of the material. Current USEPA guidelines specify that when initial laboratory analysis of friable materials detects the presence of asbestos in a quantity between less than one percent (or trace) and less than ten percent, a verification analysis using the point counting analytical method may be considered. If the client does not exercise the option to conduct point counting, the material in question will be considered ACM as identified by PLM analysis.
- Upon completion of the field inspection and receipt of laboratory data, this report was prepared and includes: (a) a general description of the suspect ACM identified and non-suspect homogeneous materials that were visually evaluated, (b) a determination of the quantity of suspect materials observed, (c) laboratory testing results, and (d) quality control measures.

2.2 Clarifications and Exceptions

AKT Peerless uses trained and licensed inspectors in attempting to locate and identify materials potentially containing asbestos. AKT Peerless conducted invasive access to identify potential asbestos materials within the subject buildings; however, there may be additional asbestos materials that were not found because they were not accessible to the inspector. Asbestos was used in a variety of building

components and in many types of materials in the construction of buildings. In some of these components, asbestos may be present, not as an intentional ingredient, but as a contaminant.

During execution of this survey, the work was performed using commercially reasonable best efforts consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

QUANTITIES OF IDENTIFIED ACM REPORTED IN THIS DOCUMENT ARE PROVIDED FOR REFERENCE ONLY AND SHOULD NOT BE SOLELY RELIED UPON FOR ABATEMENT BIDDING PURPOSES. AKT Peerless strongly cautions against utilizing the reported material quantities without field verification. It is expected that contractors will utilize their own quantities when preparing bid pricing. Further, it should be anticipated that there will be other costs associated with the construction/asbestos abatement including engineering and testing fees. For planning purposes, AKT Peerless recommends an allowance of 20 percent for these costs.

AKT Peerless encountered the following building-specific limitations during the Asbestos Survey:

- Not all spaces/cavities enclosed by fixed-wall systems were accessed. Fixed wall systems included plaster walls with an underlying building structure and masonry cinder block. Only limited, representative inspection of fixed-wall spaces was performed.
- Lighting in the subject building was limited. Portable lighting and flashlights were used to increase visibility.

2.3 Previous Inspection Reports, Building Plans and Construction Specifications

AKT Peerless was not provided historical asbestos inspection information, site plans, drawings, or construction specifications.

The following sections of this survey outline the approach, procedures, and methods employed by AKT Peerless to conduct the ACM Survey of the subject property.

2.4 Description of Homogeneous Areas

AKT Peerless identified Homogeneous Areas (HA) based on appearances and type of materials observed. As defined under AHERA, a homogeneous area is an area (i.e., material) that appears similar throughout in terms of its color, texture, and date of material application.

In addition, building materials suspect for asbestos content are also described based on one of three following material classifications:

Surfacing Materials

A material that is sprayed-on, troweled-on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes. Glued-on ceiling panels are interpreted by the State of Michigan as a surfacing material.

Thermal System Insulation

A material that is applied to pipes, fittings, boilers, breeching, tanks, ducts, or other interior

structural components to prevent heat lost or gain, or water condensation, or for other purposes.

Miscellaneous Materials

A building material on structural components, structural members or fixtures, such as floor and ceiling panels, and does not include surfacing material or thermal system insulation.

AKT Peerless identified homogeneous suspect ACM at the subject property for sampling or that were already characterized as asbestos-containing. These materials are described in detail in Appendix A.

2.5 Description of Functional Spaces

During the asbestos survey, AKT Peerless identified various Functional Spaces (FS) in the building. In general, functional spaces are defined as spatially distinct units or areas within the building, which contain identifiable populations of building occupants. Functional spaces can also include storage spaces, mechanical rooms, closets, and services areas, etc. However, a functional space can also be delineated based on general building layout, facility use factors, and can be assigned using various arbitrary factors that were useful in the completion of this survey.

Functional Space designations and numbers for the subject structure are listed in Appendix A.

2.6 Bulk Sample Material Inventory

Based on the homogeneous materials and functional spaces identified during this pre-demolition survey, AKT Peerless collected 15 bulk samples for analysis. In general, AKT Peerless' sampling protocol consisted of (a) wetting or misting the sample as appropriate, (b) extracting a sample with a clean knife, chisel, or coring tool and (c) placing the sample into a sealed polyethylene sample container.

The sampling protocol used to procure the appropriate number of samples for an identified homogeneous area of suspect ACM is based on sampling guidelines outlined under AHERA and is detailed as follows:

Surfacing Materials (SM)

Surfacing materials consist of building materials that have been spray-on, troweled-on, or otherwise applied to building surfaces for acoustical, fireproofing, or decorative purposes. Samples of suspect surfacing materials were collected using the following sampling guidelines:

Size of Sampling Area Number	USEPA Recommended of Samples to Collect	Minimum Number of Samples to Collect
Less than 1,000 square feet	9	3
Between 1,000 & 5,000 square feet	9	5
Greater than 5,000 square feet	9	7

Sample locations of friable surfacing materials selected were based on the EPA random

number generation strategy and are representative of the entire material area.

Thermal System Insulation (TSI)

This category consists of insulation used to inhibit heat transfer or prevent condensation on mechanical system components. For thermal system insulation, the number of samples and the sample locations was dependent on access considerations and the likelihood of asbestos content.

Miscellaneous Materials (MM)

Miscellaneous materials consist of interior and exterior building components and are typically located on structural components, structural members, or fixtures, such as floor tiles, ceiling panels and roofing materials. Sampling of these materials was performed by delineation of homogeneous areas and functional spaces. Based on the number of different materials identified, suspect materials were analyzed based on multiple samples per material.

2.7 Laboratory Analytical Procedures

All samples collected were submitted to APEX Research, Inc. (APEX) of Whitmore Lake, Michigan for analysis. APEX is accredited by the American Industrial Hygiene Association (AIHA) and participates in NVLAP. Samples were submitted under chain-of-custody guidelines to ensure proper handling and delivery of the samples. The samples were analyzed using PLM with dispersion staining in accordance with the following USEPA guidance document Determination of Asbestos in Bulk Building Materials: EPA/600/R-93/116, dated July 1993.

The USEPA defines ACM as those materials that contain greater than one percent asbestos. Friable materials are defined as those that can be crumbled or reduced to powder by hand pressure. The asbestos NESHAP, dated November 1990, stipulates that any friable material identified as containing asbestos in concentrations greater than one percent must be considered ACM.

Materials containing one (1) percent or less asbestos are generally considered non-asbestos-containing and therefore are not regulated by NESHAP. The OSHA definition of ACM is similarly any material containing more than one (1) percent asbestos. However, specific work practices must be followed under OSHA regulations for materials containing less than one percent asbestos if an individual layer exceeds one percent. Under the PLM method, percentages and types of fibrous components in these samples were determined by visual estimation of the amount of fibrous materials versus the total amount of material present.

Current USEPA guidelines specify that when initial laboratory analysis of friable or non-friable materials regulated under NESHAP detects the presence of asbestos in a quantity between less than one percent (or trace) and less than ten percent, a verification analysis using the point counting analytical method should be considered or the material in question should be treated as ACM as identified by PLM analysis.

AKT Peerless utilized the “positive-stop” method of sample analyses. Following this method, the analyses of a homogeneous material is stopped on a group of samples once the first positive (e.g., greater than 1% asbestos) sample is analyzed. According to the USEPA, if one sample of a homogenous material is identified to be asbestos-containing, the entire material must be considered asbestos-containing.

Based on appearances and type of materials, suspect ACMs were grouped into homogeneous areas and functional spaces as appropriate based on apparent age and similarity in texture and color. Upon

completion of these activities, representative bulk samples of the suspect materials were collected.

Bulk Sample Laboratory Reports with Chain-of-Custody records for each area are presented in Appendix B.

3.0 Asbestos Survey - Conclusions and Recommendations

AKT Peerless was retained to conduct a limited pre-Demolition Asbestos Survey of the structure located at 856 Harriet Street, Ypsilanti, Michigan 48197. The purpose of the survey was to the location of ACMs that will require special handling procedures or removal activities before general building demolition. The following sections of this report summarize the findings of the Asbestos Survey.

3.1 Summary of Identified Asbestos Containing Materials

HA#	Material Description	Material Location	Approx. Quantity	Friability
2	Roofing	FS-1	25 CF	Non-Friable
5	Transite Siding	FS-1	>1 CF	Non-Friable
HA=Homogeneous Area		FS=Functional Space	SF=Square Feet	*Assumed Material

4.0 Limitations

The information and opinions obtained in this report are for the exclusive use of the City of Ypsilanti. No distribution to or reliance by other parties may occur without the express written permission of AKT Peerless. AKT Peerless will not distribute this report without your written consent or as required by law or by a Court order. The information and opinions contained in the report are given based on that assignment. The report must be reviewed and relied upon only in conjunction with the terms and conditions expressly agreed upon by the parties and as limited therein. Any third parties who have been extended the right to rely on the contents of this report by AKT Peerless (which is expressly required prior to any third-party release), expressly agrees to be bound by the original terms and conditions entered into by AKT Peerless and the City of Ypsilanti.

Subject to the above and the terms and conditions, AKT Peerless accepts responsibility for the competent performance of its duties in executing the assignment and preparing reports in accordance with the normal standards of the profession but disclaims any responsibility for consequential damages. Although AKT Peerless believes that results contained herein are reliable, AKT Peerless cannot warrant or guarantee that the information provided is exhaustive or that the information provided by the City of Ypsilanti, and its affiliates, subsidiaries, and their successors, assigns, and grantees, or third parties is complete or accurate.

5.0 Signatures

The following professionals prepared this report.

MIOSHA LARA CSHD Asbestos Inspector and Contractor/Supervisor Accreditation No. A36205

Carl Rogers

Project Coordinator

Southeast Michigan

Region Phone:

248.470.0875

MIOSHA LARA CSHD Asbestos Inspector Accreditation No. A45988

Colin Holsinger

Project Coordinator

Southeast Michigan Region

Phone: 248.615.1333

Appendix A

Homogeneous Area Summary

Functional Space Inventory

Bulk Sample Results

Summary

HOMOGENEOUS AREA SUMMARY

CLIENT: City of Ypsilanti
PROJECT NO: 18001f-1-190
PROJECT: 856 Harriet Street
 Ypsilanti, MI

HA No.	Material Description	Material Location(s)	Material Class	Approx. Quantity	Friability
1	Block/Mortar	FS-1	MM	1,500 CF	Non-
2	Roofing	FS-1	MM	25 CF	Non-friable
3	Rust Colored Coating on Interior Foundation	FS-1	MM	300 SF	Non-friable
4	Plaster	FS-1	SM	>1 CF	Non-friable
5	Transite Siding	FS-1	MM	>1 CF	Non-friable
6	Brick/Mortar	FS-1	MM	75 CF	Non-friable
7	Vapor Paper	FS-1	MM	75 SF	Friable

HA= Homogeneous Area
 FS = Functional Space
 SF= Square Feet
 NE = Not Estimated

MM = Miscellaneous Material
 SM = Surfacing Material
 TSI = Thermal System Insulation
Bold = Asbestos Material

Page 1 of 1

CLIENT: City of Ypsilanti
PROJECT NO: 18001f-1-190
PROJECT: 856 Harriet Street
Ypsilanti, MI

FUNCTIONAL SPACE DESIGNATIONS

Functional Space (FS) No.	Description	Functional Space (FS) No.	Description	Functional Space (FS) No.	Description
FS-1	Foundation/Exterior				

LABORATORY RESULTS SUMMARY

CLIENT: City of
PROJECT NO: Ypsilanti
PROJECT: 18001f-1-190
856 Harriet Street
Ypsilanti, MI

HA No.	Material Description	Sample Number	Asbestos Content	Comments
1	Block and Mortar	1.1	Block = NAD Mortar = NAD	
		1.2	Block = NAD Mortar = NAD	
2	Roofing	2.1	Red Shingle = NAD Blue Shingle = NAD Green Shingle = NAD Felt = NAD Tar = 10% CHR	
		2.2	Red Shingle = NAD Blue Shingle = NAD Green Shingle = NAD White Shingle = NAD Fiberboard = NAD	
3	Rust Colored Coating on Foundation	3.1	NAD	
		3.2	NAD	
4	Plaster	4.1	NAD	
		4.2	NAD	
		4.3	NAD	
5	Transite Siding	5.1	10% CHR	
		5.2	NA	
6	Brick/Mortar	6.1	Brick = NAD	
		6.2	Brick = NAD Mortar = NAD	
		6.2		
7	Vapor Paper	7.1	NAD	
		7.2	NAD	

SF = Square Feet
NE = Not Estimated
PC = Point Count

Bold = Indicates asbestos material
NA = Not Applicable
GP=Glue Pod

Appendix B

**Bulk Sample Laboratory Reports and Chain of
Custody
Record**

Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: 856 Harriet, Ypsilanti
Project #: 18001F-1-190

Report To:

Mr. Carl Rogers / Mr. David Barnes
AKT Peerless
22725 Orchard Lake Rd.
Farmington, MI 48336

ARI Report # 23-103499
Date Collected: 03/02/23
Date Received: 03/02/23
Date Analyzed: 03/06/23
Date Reported: 03/07/23

Sample Information**Asbestos Type/Percent****Non-Asbestos Material**

Lab ID #: 103499 - 01
Cust. #: 1.1
Material: Block
Location:
Appearance: grey,nonfibrous,homogenous
Layer: 1 of 2

Asbestos Present: **NO**
No Asbestos Observed

Other - 100%

Lab ID #: 103499 - 01a
Cust. #: 1.1
Material: Mortar
Location:
Appearance: grey,nonfibrous,homogenous
Layer: 2 of 2

Asbestos Present: **NO**
No Asbestos Observed

Other - 100%

Lab ID #: 103499 - 02
Cust. #: 1.2
Material: Block
Location:
Appearance: grey,nonfibrous,homogenous
Layer: 1 of 2

Asbestos Present: **NO**
No Asbestos Observed

Other - 100%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. APEX Research Inc. is not responsible for the accuracy of the results for layered samples or samples comprising multiple materials. Liability limited to cost of analysis.

Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)

Project: 856 Harriet, Ypsilanti
Project #: 18001F-1-190

Report To:

Mr. Carl Rogers / Mr. David Barnes
AKT Peerless
22725 Orchard Lake Rd.
Farmington, MI 48336

ARI Report # 23-103499
Date Collected: 03/02/23
Date Received: 03/02/23
Date Analyzed: 03/06/23
Date Reported: 03/07/23

Sample Information

Asbestos Type/Percent

Non-Asbestos Material

Lab ID #: 103499 - 02a
Cust. #: 1.2
Material: Mortar
Location:
Appearance: grey, nonfibrous, homogenous
Layer: 2 of 2

Asbestos Present: **NO**
No Asbestos Observed

Other - 100%

Lab ID #: 103499 - 03
Cust. #: 2.1
Material: Roofing/Red Shingle
Location:
Appearance: black, fibrous, nonhomogenous
Layer: 1 of 5

Asbestos Present: **NO**
No Asbestos Observed

Fiberglass - 30%
Other - 70%

Lab ID #: 103499 - 03a
Cust. #: 2.1
Material: Blue Shingle
Location:
Appearance: black, fibrous, nonhomogenous
Layer: 2 of 5

Asbestos Present: **NO**
No Asbestos Observed

Cellulose - 40%
Other - 60%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Project: 856 Harriet, Ypsilanti
Project #: 18001F-1-190

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Farmington, MI 48336

ARI Report # 23-103499
Date Collected: 03/02/23
Date Received: 03/02/23
Date Analyzed: 03/06/23
Date Reported: 03/07/23

Sample Information

Asbestos Type/Percent

Non-Asbestos Material

Lab ID #: 103499 - 03b
Cust. #: 2.1
Material: Green Shingle
Location:
Appearance: black, fibrous, nonhomogenous
Layer: 3 of 5

Asbestos Present: **NO**
No Asbestos Observed

Cellulose - 40%
Other - 60%

Lab ID #: 103499 - 03c
Cust. #: 2.1
Material: Felt
Location:
Appearance: black, fibrous, homogenous
Layer: 4 of 5

Asbestos Present: **NO**
No Asbestos Observed

Cellulose - 60%
Other - 40%

Lab ID #: 103499 - 03d
Cust. #: 2.1
Material: Roof Tar
Location:
Appearance: black, fibrous, homogenous
Layer: 5 of 5

Asbestos Present: **YES**
Chrysotile - 10%

Cellulose - 10%
Other - 80%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Test Method, Polarized Light Microscopy (PLM)

Project: 856 Harriet, Ypsilanti
Project #: 18001F-1-190

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Farmington, MI 48336

ARI Report # 23-103499
Date Collected: 03/02/23
Date Received: 03/02/23
Date Analyzed: 03/06/23
Date Reported: 03/07/23

Sample Information**Asbestos Type/Percent****Non-Asbestos Material**

Lab ID #: 103499 - 04
Cust. #: 2.2
Material: Roofing/Red Shingle
Location:
Appearance: black, fibrous, nonhomogenous
Layer: 1 of 5

Asbestos Present: **NO**
No Asbestos Observed

Fiberglass - 30%
Other - 70%

Lab ID #: 103499 - 04a
Cust. #: 2.2
Material: Blue Shingle
Location:
Appearance: black, fibrous, nonhomogenous
Layer: 2 of 5

Asbestos Present: **NO**
No Asbestos Observed

Cellulose - 40%
Other - 60%

Lab ID #: 103499 - 04b
Cust. #: 2.2
Material: Green Shingle
Location:
Appearance: black, fibrous, nonhomogenous
Layer: 3 of 5

Asbestos Present: **NO**
No Asbestos Observed

Cellulose - 40%
Other - 60%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Project: 856 Harriet, Ypsilanti
Project #: 18001F-1-190

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Date Collected: 03/02/23
Date Received: 03/02/23
Date Analyzed: 03/06/23
Date Reported: 03/07/23

Sample Information

Asbestos Type/Percent

Non-Asbestos Material

Lab ID #: 103499 - 04c
Cust. #: 2.2
Material: White Shingle
Location:
Appearance: black, fibrous, nonhomogenous
Layer: 4 of 5

Asbestos Present: **NO**
No Asbestos Observed

Cellulose - 40%
Other - 60%

Lab ID #: 103499 - 04d
Cust. #: 2.2
Material: Fiberboard
Location:
Appearance: brown, fibrous, homogenous
Layer: 5 of 5

Asbestos Present: **NO**
No Asbestos Observed

Cellulose - 80%
Other - 20%

Lab ID #: 103499 - 05
Cust. #: 3.1
Material: Red/Rust Colored Coating/Red Paint
Location: Foundation
Appearance: red, nonfibrous, homogenous
Layer: 1 of 1

Asbestos Present: **NO**
No Asbestos Observed

Other - 100%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Date Collected: 03/02/23
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Date Analyzed: 03/06/23
Date Reported: 03/07/23

Sample Information**Asbestos Type/Percent****Non-Asbestos Material**

Lab ID #: 103499 - 06
Cust. #: 3.2
Material: Red/Rust Colored Coating/Red Paint
Location: Foundation
Appearance: red,nonfibrous,homogenous
Layer: 1 of 1

Asbestos Present: **NO**
No Asbestos Observed

Other - 100%

Lab ID #: 103499 - 07
Cust. #: 4.1
Material: Plaster
Location:
Appearance: grey,nonfibrous,homogenous
Layer: 1 of 1

Asbestos Present: **NO**
No Asbestos Observed

Other - 100%

Lab ID #: 103499 - 08
Cust. #: 4.2
Material: Plaster
Location:
Appearance: grey,nonfibrous,homogenous
Layer: 1 of 1

Asbestos Present: **NO**
No Asbestos Observed

Other - 100%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. APEX Research Inc. is not responsible for the accuracy of the results for layered samples or samples comprising multiple materials. Liability limited to cost of analysis.

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Date Analyzed: 03/06/23
Date Reported: 03/07/23

Sample Information

Asbestos Type/Percent

Non-Asbestos Material

Lab ID #: 103499 - 09
Cust. #: 4.3
Material: Plaster
Location:
Appearance: grey, nonfibrous, homogenous
Layer: 1 of 1

Asbestos Present: **NO**
No Asbestos Observed

Other - 100%

Lab ID #: 103499 - 10
Cust. #: 5.1
Material: Transite Siding
Location:
Appearance: grey, fibrous, homogenous
Layer: 1 of 1

Asbestos Present: **YES**
Chrysotile - 10%

Other - 90%

Lab ID #: 103499 - 11
Cust. #: 5.2
Material: Transite Siding
Location:
Appearance:
Layer: of

Asbestos Present:

NOT ANALYZED

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Date Received: 03/02/23
Date Analyzed: 03/06/23
Date Reported: 03/07/23

Sample Information

Asbestos Type/Percent

Non-Asbestos Material

Lab ID #: 103499 - 12
Cust. #: 6.1
Material: Brick
Location:
Appearance: red,nonfibrous,homogenous
Layer: 1 of 1

Asbestos Present: **NO**
No Asbestos Observed

Other - 100%

Lab ID #: 103499 - 13
Cust. #: 6.2
Material: Brick
Location:
Appearance: red,nonfibrous,homogenous
Layer: 1 of 2

Asbestos Present: **NO**
No Asbestos Observed

Other - 100%

Lab ID #: 103499 - 13a
Cust. #: 6.2
Material: Mortar
Location:
Appearance: grey,nonfibrous,homogenous
Layer: 2 of 2

Asbestos Present: **NO**
No Asbestos Observed

Other - 100%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. APEX Research Inc. is not responsible for the accuracy of the results for layered samples or samples comprising multiple materials. Liability limited to cost of analysis.

Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: 856 Harriet, Ypsilanti
Project #: 18001F-1-190

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ARI Report # 23-103499
Date Collected: 03/02/23
Date Received: 03/02/23
Date Analyzed: 03/06/23
Date Reported: 03/07/23

Sample Information**Asbestos Type/Percent****Non-Asbestos Material**

Lab ID #: 103499 - 14
Cust. #: 7.1
Material: Vapor Paper/Felt
Location:
Appearance: black, fibrous, homogenous
Layer: 1 of 1

Asbestos Present: **NO**
No Asbestos Observed

Cellulose - 60%
Other - 40%

Lab ID #: 103499 - 15
Cust. #: 7.2
Material: Vapor Paper/Felt
Location:
Appearance: black, fibrous, homogenous
Layer: 1 of 1

Asbestos Present: **NO**
No Asbestos Observed

Cellulose - 60%
Other - 40%

Lab ID #:
Cust. #:
Material:
Location:
Appearance:
Layer: of

Asbestos Present:

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. APEX Research Inc. is not responsible for the accuracy of the results for layered samples or samples comprising multiple materials. Liability limited to cost of analysis.





Ypsilanti Police Advisory Commission (YPAC) 2022 Annual Report

INTRODUCTION

The Ypsilanti Police Advisory Commission was created by ordinance 1295 in November 2017 (Chapter 2, Article 4, Division 6). The following is the purpose from Sec.2-181:

- To strengthen the relationship between the community of the City of Ypsilanti and the Ypsilanti Police Department.
- To serve as a liaison to enhance community and police relations and serve as an advocate for programs, ideas, and methods to improve the relations between the police and the community
- To Review police complaint investigatory findings, and report to council on the Commission's analysis of these findings
- To collect, review, and audit summary data and compile aggregate statistics relating to individual or community police complaints and other issues of importance
- To educate the public about complaint process, and ensure and recommend ways to make the process accessible to all
- To make recommendations to the City Manager about organizational matters and procedures.
- To participate in annual review of the Ypsilanti Police Department's Citizen Police Academy.
- To consult and advise the City Manager on the Ypsilanti Police Department's strategic plan.
- Per Chapter 78- 49(6), the Commission must provide an annual report to City Council.

OPERATIONS:

All boards and commissions were suspended January and February due to Covid. May YPAC did not have quorum. Joint City Council and YPAC meeting was in October at the Ypsilanti Senior Center.

MEMBERSHIP:

In 2022, the YPAC Commission's memberships was as follows:

- Gail Wolkoff Chair. - Exp. February 1, 2023
- Eric Mohamed - Exp. February 1, 2025
- Kathleen McCormick - Exp. February 1, 2024
- Herman Humes Jr. - Exp. February 1, 2024
- Anthony Morgan - Exp. February 1, 2025
- Renee Echols- resigned April

OVERVIEW OF THE MEMBERSHIP CHANGES:

- New Commissioner Member Eric Mohamed August
- New Commissioner Member Anthony Morgan October
- City Council liaisons: Council member Morgan left May, Council member Brown left November, Council member Tooson presently is the liaison.

MEETINGS:

Dates for 2023 Commission meetings are as follows:
January 26, February 23, March 23, April 27, May 25, June 22, July 27, August 24, September 28, October 26, November 16, December 21

MONTHLY PRESENTATIONS:

Monthly statistics for the Police Department by Chief DeGiusti or Lieutenant Yuchasz. These reports include:

- Activity report: statistics for the current period reflected by the past three months, Personnel updates which include hiring and the status of new officers as they progress to be a Full Time Officer
- Department Activity which includes meetings Chief DeGiusti and COPCRU attended
- Citizen Complaints which include a brief scenario, action taken, and status as either founded or unfounded.
- Use of force which includes a brief scenario
- Crime Stats
- Courts and Law Enforcement Management Information System, CLEMIS. The Crime stats compare the same month last year and year to date information. Arrest Stats include comparisons to same time last year and year to date for both adults and children.
- Relevant articles Chief DeGiusti share with the commission.
After the presentation there is a question-and-answer period concerning the monthly statistics and questions received from the community.
- Crime report and CLEMIS summary of Offenses

OTHER PRESENTATIONS:

1. License Plate Readers - What they Do and Don't Do - Chief DeGiusti
2. Traffic Stops in Washtenaw County- Alyshia Dyer, former road patrol officer, and community organizer with WeROC/MOSES and Susan Hooks-Brown, Birth to career advocate, and community organizer with WeROC
3. The RAC Firearm Storage and Security
4. City Manager Francis McMullen information concerning the hiring of the Police Chief.

ACCOMPLISHMENTS:

Resolutions, recommendations to council and City Manager, and other positive actions:

1. **Resolution No. 2022-001** May 26, 2022 requesting: That the commission urges city council by formal resolution to submit application and become a member of the National Association for Civilian Oversight of Law Enforcement's (NACOLE)
2. **Resolution No. 2022-002** May 26, 2022, requesting: That the commission invite an outside expert to present to the commission a balanced, evidence-based perspective on the benefits and possible harms, or risks of:
 - Cameras that aid in police investigations
 - Gunshot detectors.

3. **Email sent** to all members of the police department from Chief DeGiusti concerning the June presentation on Traffic Stops in Washtenaw County

"All,

A policy is being drafted regarding EIV=N messages from SOS. As I'm sure you are all aware any query of a license plate will return an Electronic Insurance Verification message. An EIV=N response should not be used as the sole reason to make a traffic stop. Although it is a requirement that all vehicles operated on Michigan roadways have insurance there are problems with the EIV system. The system is driven basically by the insurance industry and is reliant on the insurance company to submit the information through SOS. This brings about two very important issues: 1) the insurance company may make mistakes in coding the VIN of the vehicle and more importantly 2) insurance companies are only required to report new policies every two weeks so there could be significant delay from the policy being in effect and the actual entry into the system.

The good news is that I have looked at our traffic data and this does not appear to be a practice that YPD officers are engaging in. Although the courts have recognized that this is a legal stop we will be looking at this through a procedural justice lens, which means that we need to consider the difference between can we do something and should we do it. Until the formal policy is completed this email will serve as the guidance on this issue. To be clear a query of a license plate that returns an EIV=N message should not be used as the sole reason for a traffic stop. All other insurance violation should continue to be enforced as has been our past practice.

If you have any questions regarding this matter feel free to contact me.

*Tony DeGiusti
Chief of Police
City of Ypsilanti Police Department
505 West Michigan Avenue
Ypsilanti, MI 48197"*

4. **Discussion** and recommendations given to the City Manager on characteristics of the Police Chief to include in the Job Posting.
- Transparency
 - Commitment the community
 - True open door policy
 - Upper management experience
 - A desire for a diverse police force
 - Invested into breaking barriers, distrust, and biases
 - A person for all
 - Looking for the top people in the field and the statistics to prove it
 - Experience in a community the similar size of Ypsilanti
 - Experience with community policing and values the community knowing local officers
 - A person who is willing to attend community events, a personal individual
 - Believes in family and shows it through compassion
 - A true problem solver open to all ideas and suggestions
 - A person who knows the set the tone of the department

- Takes responsibility that officers are being heard and represented
- A leader that creates a positive work environment
- Willing to learn and understand the history and traditions of the community.
- Adaptive when trying to achieve goals

5. Discussion on the way YPAC would like to be involved in the selection of the Police Chief. This information was given to the City Manager and City Council.

- Equal representation for City Council and YPAC on the hiring committee.
- YPAC will have an opportunity to review and to add interview questions

6. Discussion regarding the Police Advisory Commission Merging with the Human Relations Commission

- Through a voice vote which carried the motion YPAC will maintain the autonomy from the Human Relations Commission in function and structure.

LOOKING FORWARD:

YPAC looks forward to future progress on the following projects and goals:

- Continue to have joint biannual meetings with City Council
- Communication in the City of Ypsilanti newsletter and other modes of sharing information about YPAC
- Increase the attendance and participation at YPAC monthly meetings
- Find commissioners from ward 3
- Build a stronger relationship between residents of Ypsilanti, the police department
- Discussion on public engagement throughout the hiring of the Police Chief.
 - Who are the key stakeholders?
 - How incorporate key stakeholders into the process?

Respectfully Submitted,

Gail Wolkoff, YPAC Chair

February 2023



2022 Annual Report Ypsilanti Planning Commission

INTRODUCTION

The Planning Commission of the City of Ypsilanti is governed by the Michigan Planning Enabling Act, State of Michigan Public Act 33 of 2008, and by the City of Ypsilanti's Zoning Ordinance.

In 2022, the Planning Commission's membership was as follows –

Matt Dunwoodie (Chair)	Jessica Donnelly (Liaison to the ZBA)
Michael Simmons (Vice Chair)	Phil Hollifield
Marc Arthur (Resigned August 2022)	Carl Schier
Eric Bettis	Amanda Smith (Joined May 2022 – 2025)
Mike Davis Jr.	Brian Jones-Chance (Joined December 2022 – 2024)

Under the Planning Enabling Act, the Commission must provide an annual report to City Council, as the legislative body of the City. This report discusses –

1. The operations of the Commission during the past year,
2. The status of any on-going planning activities,
3. Recommendations to the legislative body related to planning and development.

At the end of 2021, the City Planning Department cited the following work objectives for 2022. This report will show that the Planning Department and fellow City department projects made a great deal of progress outlined as objectives for 2022 –

- Implementation of more Master Plan policy recommendations, including goals of housing affordability, density, and sustainability.
- Implementation of Non-Motorized Transportation Plan policy recommendations.
- Re-development of Water Street, 220 N Park, 206-210 N Washington
- Members of Planning Commission have expressed interest in reviewing and potentially revising certain parking standards in the Zoning Ordinance.
- The Planning Commission will continue to provide review of the annual Capital Improvements Plan prior to adoption by City Council, per state act.

PLANNING COMMISSION OPERATIONS

The Planning Commission held 9 total meetings during 2022. In September, Andy Aamodt resigned his position as City Planner. The Planning Department hired Holli Andrews at the end of October to fulfill the duties of staff city planning.

Overall, Planning Commission acted on 32 items in 2022.

Applications

The Commission reviewed 9 site plan review-related applications – 3 as full site plan reviews, 2 sketch plans and 4 limited site plans. The Commission also reviewed seven special use permit applications. All but one site plan review and one special use permit applications were eventually approved; one was tabled first for more information or clarity, then approved.

There were five zoning ordinance text amendments. One was proposed by City staff to address “bug-fixes” in Chapter 122 sections 122-203, 122-416, 122-452, 122-518, 122-538, and 122-685(e) to include the following condition –

- To change the total width of two tiers of spaces plus maneuvering lane to 28 feet one-way, and 30 feet two-way in Section 122-685(e).

The other zoning text amendments in 2022 include –

- Section 122-441 | Childcare as permissible use in CN-SF, CN-Mid, and CN zoning districts.
- Sections 122-203, 122-446, and Article V Division 1 | Research and Development (and similar uses) as permissible uses in Center zoning district.
- Article III Development Procedures and Administration, Division 2 Permits, Subdivision III Temporary Use Permits, Section 122-335 | Temporary Mobile Healthcare Establishments as permissible use in Center, Parks, GC, NC, HHS, and PMD zoning districts.
- Section 122-451 and Article V Division 1 | Roominghouses as permissible use in HC zoning district.

Three **Planned Unit Developments** were approved this year. The PUD applications and plans launched the following actions –

- Planned Unit Developments
 1. Dorsey Estates at 220 N Park | Affordable Housing as Missing Middle Neighborhood
 2. 845-945 W Clark | Senior Housing
 3. 611 Cross Street
- Planned Unit Development Workshop
- Community Benefits Ordinance
 1. Drafted and adopted in 2018-2019.
 2. First used on 845 – 945 W Clark PUD.

Affordable Housing Developments rounded out 2022 in December –

- Ground-breaking event at the Freighthouse for Dorsey Estates. Media coverage.
- 206-210 N Washington | Avalon Housing variances application was approved with HDC’s work and support.

1. 122-556, Supportive Housing. The approved variance removes the limit of 8 occupants and the requirement for an on-site resident manager, due to low-income development fiscal budget feasibility.
2. 122-685, Parking dimensions. For 90-degree parking, this would require a 22' drive aisle width. The variance grants a 12' drive aisle width.
3. 122-691, Minimum and maximum number of parking spaces. This would require 1.5 spaces for each dwelling unit, plus guest spaces (1 per 10 units) which would require (35) parking spaces. The variance grants 2 parking spaces and one van accessible space.

Figure 1 Planning Applications by Type | Past Five Years

	2018	2019	2020	2021	2022
Site Plan Review	12	8	13	6	9
Site Plan Amendment	1	1	--	3	1
Special Use Permit	11	5	12	8	7
Zoning Map Amendment	4	--	--	--	1
Zoning Text Amendment	8	4	3	3	5
Master Plan Update/ Amendment	--	--	1	1	--
Planned Unit Development	1	--	--	--	3
Amend Approved PUD	--	--	--	--	1
Alley/Street Closure/Vacation	--	--	--	1	--
Change in Non-conforming Use	--	--	--	--	--
Capital Improvements Reviews	1	4	--	1	1
Special Topic Planning (begins 2010)	1	--	2	2	1
Study Item (begins 2010)	--	--	--	--	--
Conditional Rezoning	--	1	--	--	3
Total Applications / Deliberations	39	23	31	25	32

Figure 2 Planning Commission Actions by Year | Percent

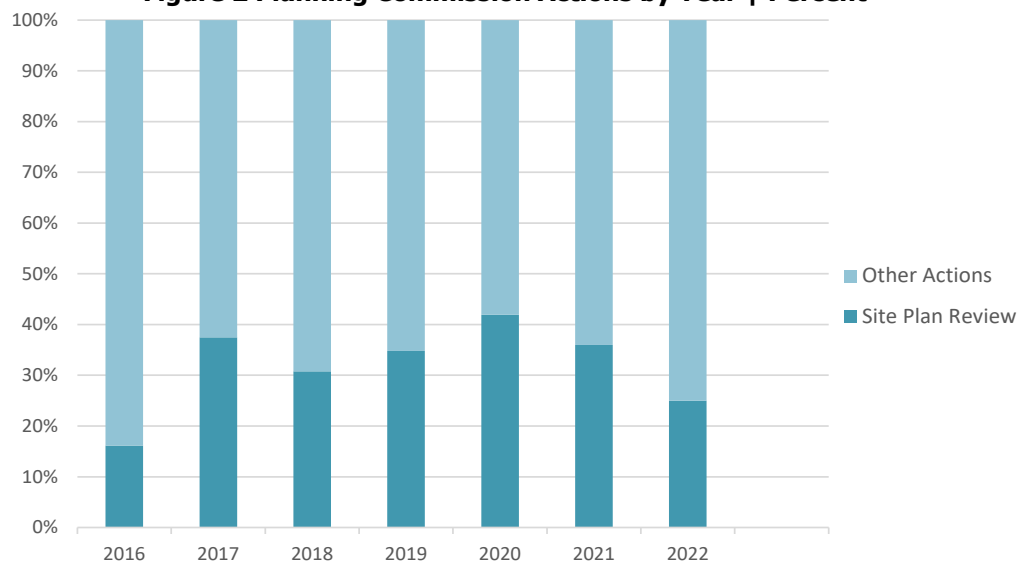


Figure 3 | Planning Decision Stats

Item	Decision/ Motion Date	Action	Key
Bug Fixes	Approved	ZTA	Orange
Childcare	Approved	ZTA	
Research and Development	Approved	ZTA	
Temp Mobile HC Establishments	Approved	ZTA	
Roominghouses	Approved	ZTA	
340 Ecorse	Approved	SUP	Red
300 W Michigan	Approved	SUP	
202-206 E Forest	Approved	SUP	
212 N Summit	Denied	Sketch	Blue
599 S Mansfield	Approved	Sketch	
845 & 945 Clark	Approved	PUD	Purple
220 N Park	Postponed April; Approved May	PUD	
611 W Cross	Approved	PUD	Dark Blue
340 Ecorse	Approved	LSP	
300 W Michigan	Approved	LSP	
202-206 E Forest	Approved	LSP	

Marijuana (MJ) Related

12 E Forest	Approved March; Amended June	MJ SUP	Red
539 S Huron	Denied	MJ SUP	
1420 Washtenaw	Approved	MJ SUP	
401 E Michigan	Approved	MJ SUP	
12 E Forest	Approved March; Amended June	MJ SPR	Blue
1420 Washtenaw	Approved	MJ SPR	
401 E Michigan	Approved	MJ SPR	
539 S Huron	Denied	MJ LSP	Dark Blue
Moratorium MJ Business Permits	Approved by Council Effect 8/18	MJ Emergency Ordinance	Yellow
Moratorium MJ Business Permits	Approved by Council Effect 9/22	MJ Emergency Ordinance	
Moratorium MJ Business Permits	Approved by Council Effect 10/26	MJ Emergency Ordinance	

Action	#Decisions	
Zoning Text Amendment (ZTA)	5	Orange
Special Use Permit (SUP)	7	Red
Special Planning Topic	3	Yellow
Sketch Plan	2	Blue
Site Plan Review (SPR)	3	Light Blue
Planned Unit Development (PUD)	3	Purple
Limited Site Plan Review (LSP)	4	Dark Blue

Total Items 27
Marijuana (Site Specific) 29.6%

Special Planning Topic | Marijuana Industry Management

In 2022, the Planning Commission and City Council worked together to slow the rapid growth of Ypsilanti's pioneering marijuana industry to gauge impacts, plan development, buffers and sustainability. A six-month moratorium on new marijuana business permits took effect on October 26, 2022 and will remain in place until April 23, 2023. During the moratorium planning process beginning midyear, new applications decelerated – allowing the City Planning Department to research other municipalities for caps and other management strategies. See Figure 3.

Master Plan Implementation

These goals and subtitles are taken directly from the Master Plan updates adopted May 2021. [Items implemented in 2022 – checked and in blue font.](#) On-going lists are in black.

Center

- Curbless “festival” street on Washington.
- Use vacant storefronts for temporary retail uses.
- Permanent year-round home for Depot Town Farmer’s Market.
- Increase walkability (2-way streets & raised intersections).
- Curbless “festival” street on River and Cross Streets.
- Create a public space at new train station.
- Separate Cross and Washtenaw.
- Create a “front door” for EMU with reconfiguration of Cross and Washtenaw.
- ✓ [YCUA Water Infrastructure](#)
The Ypsilanti Community Utilities Authority (YCUA) will be making improvements to both existing water and wastewater utilities within the M-17 and US-12 corridors in the City of Ypsilanti. The project will be completed over the course of the next 2 years with work starting in the vicinity of South Hamilton Street, South Huron Street, and Interstate 94 and proceeding northerly from there; ultimately the project encompasses Washtenaw (West Cross to Hamilton), Hamilton (Washtenaw to I-94), Huron (Cross to I-94) and Michigan (Ballard to the Huron River). The work will include water and sewer main replacements and water service line replacements. Up-to-date information will be posted at cityofypsilanti.com/RoadRenovation.
- ✓ [Continue and expand the number, type, and location of festivals and events.](#)
[First Fridays](#)
[Bicentennial Events Planning](#)
[NYE First Night](#)
[Summer Movie Series](#)
[Freighthouse Programs](#)
[Return of Beerfest](#)
[Post-pandemic Impacts on Events](#)

- ✓ Continued efforts to fill upper stories.
- ✓ Maintained and expanded transportation options.
- ✓ Drafted a business attraction plan for Downtown, Depot Town, and Cross Street.
- ✓ Encouraged business and event activity during the day and evening.
- ✓ Established a permanent year-round home for Downtown Farmer's Market.
- ✓ Created a marketing campaign for the City of Ypsilanti. Bicentennial events, branding and celebration.,

Neighborhoods

- Create "Eco-Districts" in neighborhood parks.
 - Assist continuation and expansion of EMU Live Ypsi program.
 - Revisit home occupation requirements and consider live-work space.
 - Revise family/occupancy caps.
 - Create visibility requirements.
-
- ✓ Re-survey of the Historic District
 - ✓ Consider new opportunities for accessory dwelling units.
 - ✓ Relax dwelling size, lot area, and lot dimensions requirements.
 - ✓ Allow for density increases in residential zoning districts for the purpose of housing affordability.
 - ✓ Continue and increase rental inspections and enforcement.
 - ✓ Preserve Bell-Kramer residential land uses.
 - ✓ Regulate the form of buildings to preserve the character of neighborhoods.

Corridors

- Designate the appropriate building form for each corridor based on existing patterns and vision for that corridor.
 - Require a pedestrian friendly building form while allowing a mix of uses for both students and residents along Huron River Drive, LeForge & Railroad corridors.
 - Coordinate regulations for Washtenaw Avenue with the Washtenaw County Re-Imagine Washtenaw Plan.
 - Restore Harriet Street as the Main Street of adjacent neighborhoods.
 - Restore two-way function to Cross, Huron, and Hamilton Streets.
-
- ✓ Huron River Drive (Cornell to LeForge)
The City is planning to reconstruct Huron River Drive in 2023. As part of this reconstruction, we plan to add sidewalks to the north side, upgrade crosswalks

at Cornell, Oakwood, and LeForge, and convert a travel lane to a center turn lane, resulting in safer travels for drivers, pedestrians, and bicyclists.

- ✓ Lane Reduction Project on Hamilton, Huron, and Washtenaw (M-17)
- ✓ MDOT Sidewalk Gap Infill, M-17
- ✓ MDOT will construct new sidewalk on Washtenaw Road (M-17) west of Anna, as well as install modern ADA ramps crossing Anna along the south side of Washtenaw, adjacent to Dom's Bakery. This project is complete.
- ✓ MDOT Pavement Rehabilitation; and Pedestrian Crossing of I-94.
Shortly after YCUA's project begins, the Michigan Department of Transportation (MDOT) will begin construction of a [pedestrian pathway over I-94](#) by converting the westernmost southbound lane of Huron to a shared-use path. MDOT will also follow YCUA's infrastructure work with a pavement maintenance and road diet project. MDOT will also be adding and updating many pedestrian crosswalk ramps, including on Michigan Avenue downtown. Once the pavement work is complete, the roadways will be restriped with bike lanes, improved crosswalks, and improved bus stop markings. For more information about the road diet project, please visit [here](#). Up-to-date information will be posted at cityofypsilanti.com/RoadRenovation.
- ✓ Retain the mix of uses within each corridor but allow them throughout the area.
- ✓ Reinforce preservation of historic buildings.
- ✓ Maintain River Street as a historic boulevard.

Districts

- Update regulations to create walkable areas at the border of the City and Campus.
- Create regulations that support the existing building form but assure access by all modes of transportation.
- Allow renewable energy facilities, such as solar panels, on industrial land.
- Reduce minimum lot size and width in the industrial park to create more opportunity.
- Align economic development incentives and programs to encourage emerging sectors that align with the Guiding Values and the employment potential of residents.
- Create "Welcome to Ypsilanti" packages for new EMU students, including web version.
- Encourage use or redevelopment of unused parking lots.
- Create a "front door" for EMU in the area created by the reconfiguration of Cross Street and Washtenaw Ave.

LOOKING FORWARD

At the end of 2022, these planning projects remain in progress:

- Implementation of more Master Plan policy recommendations, including goals of housing affordability, density, and sustainability.

- Implementation of Non-Motorized Transportation Plan policy recommendations.
- Re-development of Water Street.
- Developing policies surrounding marijuana regulation.
- Parking reduction standards in the Zoning Ordinance.
- Improving our lighting standards and enforcement policy by researching other municipalities.
- Approaching the end of the Marijuana Business Permits Moratorium in April with a plan in place to manage and regulate the zoning of marijuana operations for sustainability and business longevity.



Resolution No. 2023-070
April 4, 2023

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
4 day of April 2023

#Resolution No. 2023-070