



City of Ypsilanti
SUSTAINABILITY COMMISSION MEETING
One South Huron Street
Ypsilanti, Michigan 48197

Monday, July 8, 2019
7:00 P.M.

I. CALL TO ORDER

II. ROLL CALL

Keith Michalowski	P	A	Nancy Heine	P	A
Emily Drennen	P	A	Julia Bayha	P	A
Bryan Foley	P	A	Katy Greenwald	P	A
Christian Cannon	P	A	Beth Gibbons	P	A
Takunia Collins	P	A	Councillor Wilcoxon	P	A

III. INTRODUCTIONS

IV. AGENDA APPROVAL

V. PRESENTATIONS

- A. Zero Waste presentation with Lauren Koloski, Environmental Supervisor
- B. Non-Motorized Advisory Committee with Bob Krzewinski, Chair

VI. AUDIENCE PARTICIPATION

VII. CONSENT AGENDA

- A. Approval of June 10, 2019 minutes

VIII. WORKING SESSION

- A. Sustainability Plan Framework
 - 1. ICLEI membership Resolution and ClearPath
- B. 2019-2020 Commission goals

IX. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. WCRC roadside herbicide spraying discussion

X. COMMUNICATIONS

XI. LIAISON REPORTS

- A. Housing Affordability & Accessibility Committee report (Foley)
- B. EMU Sustainability Commission report (Greenwald)
- C. MGC Challenge report (Heine)
- D. Plan Steering Committee report (Foley/Michalowski)
- E. Perry School solar power project report (Cannon)

XII. COMMISSIONER REPORTS

- A. Commissioner Heine
- B. Commissioner Drennen
- C. Commissioner Bayha
- D. Commissioner Foley
- E. Commissioner Greenwald
- F. Commissioner Cannon
- G. Commissioner Gibbons
- H. Commissioner Collins
- I. Commissioner Michalowski

XIII. AUDIENCE PARTICIPATION

XIV. PROPOSED BUSINESS

XV. NEXT MEETING DATE

Monday, August 12, 2019

XVI. ADJOURNMENT



Zero Waste Events

Lauren Koloski

Environmental Supervisor, Washtenaw County Water Resources



What is “Zero Waste”?

- A philosophy of eliminating the generation of materials that have no viable or economic option for end-of-use management
 - Reducing, reusing, recycling, or taking appropriate action to prevent waste through design and engineering solutions
 - Planning ahead is key
- The average participant of a public event generates 2.5 pounds of waste per day



Before Starting a Zero Waste Journey

- Understand and determine the current waste streams and approximate volumes
 - Will you have enough space?
 - Can it be composted?
 - Can it be recycled?
 - Establish Goals for waste diversion
 - What can you accomplish?
 - First events we like to set reasonable expectations
 - Where will the materials go after the event?
 - Recycling
 - Compost
 - Trash
 - Do you have the cost to take on Zero Waste?
 - Purchasing waste receptacles
 - Staffing
 - Disposal
 - Materials
- 



Purchasing

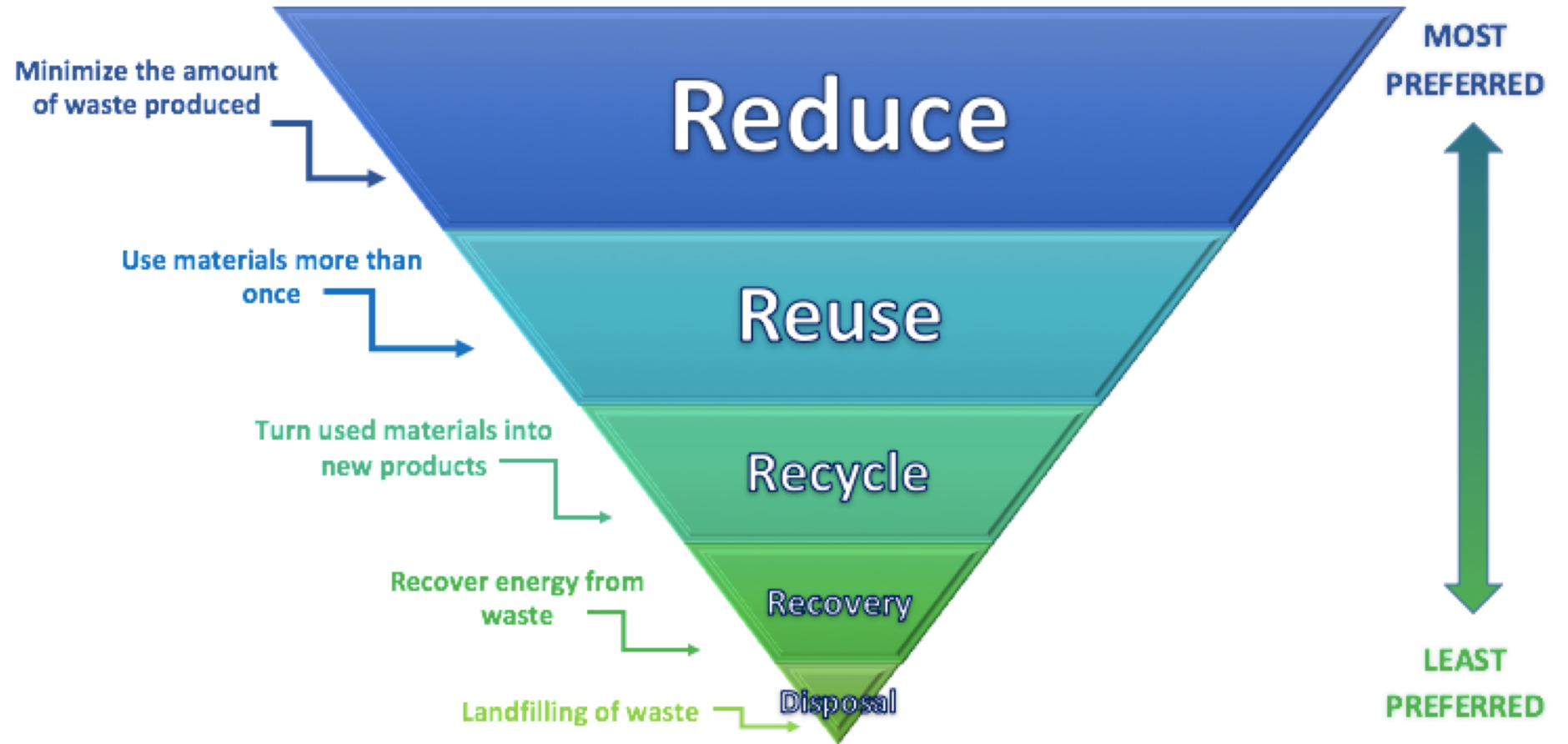


- Do you have the correct materials?
 - BPI Certified Compostable
 - Non-Plastic Coated Paper Materials
 - Reusable Materials
 - Clean Recycling
- Purchasing is key to having a successful event. Contamination can send your entire bag of compost or recycling right to the landfill.

Supporting Factors

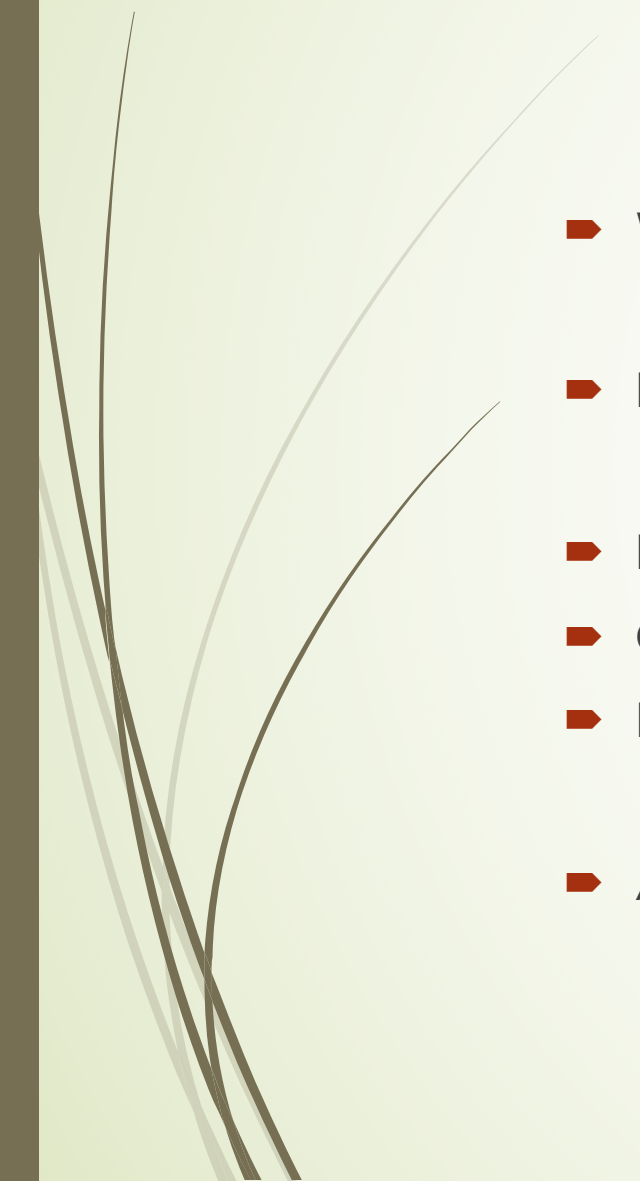
- Are the vendors and participants at your event going to purchase the correct materials?
- Do you have volunteers to stand at your stations to help sort the materials?
- Do you have clear signage that is easy to read?







Planning the Event



- Work with your vendors
 - Require them to be compliant
- Evaluate your infrastructure
 - Do you have space?
- Determine how many zero-waste stations you will need and map them out
- Communicate with your exhibitors and vendors
- Recruit volunteers
 - 1 volunteer at each station will give you the best results
- Allocate Funds where needed



MINUTES

City of Ypsilanti SUSTAINABILITY COMMISSION MEETING One South Huron Street Ypsilanti, Michigan 48197

Monday, June 10, 2019
7:00 P.M.

I. **CALL TO ORDER:** 7:01 p.m.

II. **ROLL CALL**

Keith Michalowski	Present	Nancy Heine	Present
Emily Drennen	Present	Julia Bayha	Absent
Bryan Foley	Present	Katy Greenwald	Present
Christian Cannon	Present	Beth Gibbons	Present
Takunia Collins	Present		

Also Present: Council Liaison Steve Wilcoxen
Council Member Annie Somerville
Commission Recording Secretary Nancy Hare-Dickerson

III. **INTRODUCTION**

A. Commissioner Takunia Collins

Takunia Collins, newly appointed commissioner, introduced himself and provided an overview of his background, work and interests.

IV. **AGENDA APPROVAL**

Commissioner Michalowski indicated that he received a cancellation notice for the Presentation – *Students for Sustainable Energy*, and it should be removed from the agenda.

Heine (Second Greenwald) moved to approve the Agenda as amended.

Voice Vote: Unanimous

Motion: Carried

V. **PRESENTATIONS**--none

VI. **AUDIENCE PARTICIPATION**

Annie Somerville, newly appointed Ward 3 City Council member, introduced herself and stated her appreciation for the work of the Sustainability Commission.

VII. **CONSENT AGENDA**

A. Approval of May 13, 2019 minutes

Greenwald (Second Heine) moved to approve the Minutes as submitted.

Voice Vote: Unanimous

Motion: Carried

VIII. WORKING SESSION

A. Sustainability Plan Framework Commissioner Component Proposals

Commissioner Michalowski: Stated that work has begun with the contractor who will be helping to draft the new Master Plan updates and the Sustainability Plan.

[In response to inquiry from Commissioners Gibbons and Collins, the Commission discussed vision, goals, timelines and previous efforts involved in work on the Sustainability Plan. Commissioners Gibbons and Collins offered thoughts and ideas as to moving forward with the Plan in a way that includes outreach, education and connection with the entire City community, which the Commission discussed as a whole.]

Foley (Second Collins) moved to close out the present discussion and continue to the next agenda item.

Council Liaison Wilcoxen: Discussed if the 6-month timeline presented at the kick-off meeting is realistic or should possibly be extended, considering that much of the outreach would have to be done in the summer when people are busy with vacation and other activities.

Commissioner Michalowski: Indicated that there is a Plan meeting tomorrow, to further discuss Greenhouse Gas Inventory, in which the contractor will also be in attendance. Stated that the meeting is from 3:15-4pm in Council Chambers, and that commissioners who are available are encouraged to attend. Suggested that a small group of commissioners meet, with a goal of being available to attend Plan meetings and to help iron out some of the details and concerns that were discussed.
[Commissioners Cannon, Gibbons, Foley and Collins volunteered for the group]

B. Commission 2019-2020 Goals Planning

Commissioner Michalowski: Asked for discussion as to what the Commission would like to accomplish over the next year. *[In response to inquiry from Commissioner Heine, Commissioner Michalowski summarized the list of Commission Goals for 2018]*

Commissioner Cannon: Indicated that he has grant writing experience and offered to assist with Sustainability grant opportunities.

Commissioner Gibbons: Discussed the desire to get other involved entities to participate in the grant writing process for dam removal.

[Discussion ensued re: Peninsular dam – the removal process, retaining history, clarifying sustainable goals with restoration and expected resulting outcomes of removal]

Council Liaison Wilcoxen: Explained that the resolution approved by the City was to go forward with removing the dam with the stipulation that the City would budget \$500,000 toward the removal and that the other monies would need to be raised from another source.

[Discussion continued re: the budget for dam removal, dam ownership]

Commissioner Michalowski: Indicated that the last listed 2018 goal was to increase outreach and educational efforts, which is ongoing. Stated that he will generate a similar list for the next meeting.
[Commissioners discussed items they would like to have added to the goals planning list]

IX. RESOLUTIONS/MOTIONS/DISCUSSIONS

A. Commission Annual Elections Discussion

Commissioner Michalowski: Suggested that with the time for elections approaching, for commissioners to think about any possible interests regarding nomination of chair/vice chair.

Foley (Second Drennen) moved to postpone the Commission Annual Elections Discussion to the July meeting.

Voice Vote: Unanimous

Motion: Carried

B. Resolution No. 2019-084 Ypsilanti Central Business District Parking Study and Strategy Discussion

Commissioner Michalowski: Asked for discussion in regards to the survey.

[Discussion ensued re: roads being made safer for bicycle riders; need for increased bike racks and bike lanes; bike safety information being made readily available; need for increased signage; syncing of traffic/crossing lights; problem street areas]

Commissioner Foley: Indicated that some of the concerns mentioned are currently being discussed by the office of Senator Jeff Irwin, the County commissioner and the County Road Commission.

Commissioner Michalowski: Asked Commissioner Foley to apprise the Commission of future road updates as they occur.

Council Liaison Wilcoxon: Indicated that as liaison for the Non-Motorized Advisory Commission, he will share future updates with the Sustainability Commission.

Commissioner Michalowski: Stated that he will contact Bob Krzewinski, Chair of the Non-Motorized Advisory Commission, to ask if he would be willing to come in and speak with the Commission.

X. COMMUNICATIONS

A. Resolution No. 2019-013 Banning Single Use Plastic

Commissioner Michalowski: Indicated that Resolution No. 2019-013 banning single use plastic was passed by City Council.

Council Liaison Wilcoxon: Indicated that the Resolution addresses City departments/offices and procurement.

B. Peninsular Dam Update

[Discussed during Working Session – B. Commission Goals Planning]

XI. LIAISON REPORTS

A. Housing Affordability & Accessibility Committee Report

Commissioner Foley: Indicated that a meeting will be held Thursday, June 27th, 7pm, at the Riverside Arts Center. *[In response to inquiry by Commissioner Collins, Commissioner Foley explained the purpose of the committee and work currently being done]*

B. EMU Sustainability Commission Report
Commissioner Greenwald: Indicated no new updates.

C. MGC Challenge Report
Commissioner Heine: Indicated that access issues were resolved and data entry is completed.

D. Plan Steering Committee Report
[Discussed during Working Session – A. Sustainability Plan Framework]

E. Perry School Solar Power Project Report
Commissioner Cannon: Updated the Commission regarding external sources he reached out to for support for the solar project and to discuss interest in supporting community-based projects; and a source which would be an assist with grant opportunities. Indicated also exploring the pros/cons of just solar and integrating solar & battery storage. Offered to collaborate with Commissioner Collins to create a gardening aspect to the solar project as a complementary addition.

XII. COMMISSIONER REPORTS

- A. Commissioner Heine — none
- B. Commissioner Drennen — none
- C. Commissioner Bayha — absent
- D. Commissioner Foley — none
- E. Commissioner Greenwald — none
- F. Commissioner Cannon — none
- G. Commissioner Gibbons — none
- H. Commissioner Collins: Asked if the Commission offers anything about rain barrel gardening/collecting rain water. Stated that he would be interested in teaching people how to collect rain water and how to hold and use rain water properly, which would be of help economically and with water conservation.
- I. Commissioner Michalowski — none

XIII. AUDIENCE PARTICIPATION--none

XIV. PROPOSED BUSINESS—no additional

XV. NEXT MEETING DATE
Monday, July 8, 2019

XVI. ADJOURNMENT: 9:12 p.m.

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

Voice Vote: Unanimous

Motion: Carried

Sustainability/Master plan contract agreement

AGREEMENT FOR PROFESSIONAL SERVICES
City of Ypsilanti Master Plan Update and Sustainability Plan
Project Number: **201961**

An Agreement entered by and between:

Beckett & Raeder Inc.
535 West William, Suite 101
Ann Arbor, MI 48103
734.663.2622

City of Ypsilanti
1 N. Huron Street
Ypsilanti, MI 48189
734.483.1100

For project known as: City of Ypsilanti Master Plan Update and Sustainability Plan

Description of Work:

Preparation of a Master Plan Update and Sustainability Plan, with recommended additional community engagement options. Scope of Work is attached.

Compensation: Client agrees to compensate Consultant as follows:

Agreement Amount: \$29,000.00

Invoice Basis:

- ☒ Fixed Fee: Invoiced monthly on a Percentage of Completion.
☐ Time & Material: Invoiced monthly based Actual Time and Materials
☐ Time & Material: Not to exceed Agreement Amount - Invoiced Monthly
☐ Percentage of Construction: Invoiced monthly based on
X.X.X% of an estimated Construction Value of \$XX,XXX,XXX

Acknowledgements:

Beckett & Raeder Inc.

Client

JOHN IACONTE, PRINCIPAL
Print Name and Title (Authorized Signature)

Frances McMullan, City Manager
Print Name and Title

Date:

4-26-2019

Date:

5/10/2019

Ypsilanti City Attorney:

ADDENDUM TO AGREEMENT FOR SERVICES

This Addendum shall be a part of a certain Agreement between the CITY OF YPSILANTI, a Michigan municipal home-rule corporation of One South Huron Street, Ypsilanti, Michigan 48197 referred to as "CITY", and Beckett & Raeder, Inc., a Michigan profit corporation, of 535 West William, Suite 101, Ann Arbor, MI 48103 referred to as "CONTRACTOR".

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

2. 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.

3. 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

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

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

6. 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.

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

8. 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.

9. Waiver of Liability. The CONTRACTOR hereby waives any claim against the CITY and agrees not to hold the CITY liable for any personal injury or damage incurred by it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious

intentional conduct of any employee of the CITY acting within the scope of their employment. It further agrees to hold the CITY harmless from any such claim by its employees or associates.

10. 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.

11. The following Indemnification Agreement shall be, and is hereby, a provision of the Contract and shall be endorsed on the reverse sides of all certificates of insurance:

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

12. Insurance.

a. The CONTRACTOR 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.

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

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

d. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State in which the work is performed and shall have a financial

rating not lower than XI and a policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Certificates of insurance shall note A.M. Best's Rating. Companies with ratings lower than B+:XI will be acceptable only upon written consent of the CITY.

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

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

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

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

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

YES _____	NO _____	1) Comprehensive General Liability
YES _____	NO _____	2) Automobile Liability
YES _____	NO _____	3) Owners Contractors Protective Liability

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

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

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

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

- (a) Premises - Operations
- (b) Independent Contractor and Subcontractors
- (c) Products and Completed Operations
- (d) Broad Form Contractual
- (e) Broad Form Liability Endorsement

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

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

(4) Protective Liability Insurance: Owners and Contractors. The CONTRACTOR shall provide the original and duplicate policy of insurance to the City

Manager. This insurance contract shall name the CITY as the insured and remain in effect until the contract is accepted by the CITY.

The insurance shall provide minimum limits of liability per occurrence of \$500,000. Combined Single Limit. Said insurance shall provide that the term "Owner" or CITY shall be deemed to include all authorities, boards, bureaus, commissions, divisions, departments, districts and offices of the CITY and the individual members, employees and agents thereof in their official capacities.

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

(6) Disability Benefits: The CONTRACTOR shall provide proof of compliance with the Disability Benefits Law. (If applicable).

(7) Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.

g. If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the CONTRACTOR 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 CONTRACTOR.

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

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

j. Certificate of Insurance; required language. The Certificate of Insurance obtained by the CONTRACTOR shall contain the following language: "The City of Ypsilanti, Michigan, its elected officials, officers, employees, boards, commission, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget, including the City of Ypsilanti, are named as additional insured, and such coverage shall be considered to be the primary coverage rather than any policies and insurance or self insurance retention owned or maintained by the City of Ypsilanti."

13. 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.

14. 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.

15. 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 based on the person's actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, age, marital status, disability status, gender expression, familial status, education association, height, weight, or other criteria which is not relevant to the particular job. Breach of this provision may be regarded as material breach of the Agreement.

The CONTRACTOR further agrees not to discriminate against any employee or applicant for employment based on a person's actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, age, marital status, disability status, gender expression, familial status, education association, height, or weight (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.

21. Living Wage.

A. (1) If this contract involves \$10,000, or more, Living Wages shall be paid according to the Ypsilanti Living Wage Ordinance (The Ordinance), being Chapter 2, Article VI, Division 4 of the City Code; 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.

22. Minimum Wage.

A. (1) The CONTRACTOR must pay minimum wages to all employees according to the Minimum Wage Ordinance (The Ordinance), being Chapter 2, Article III, Division 3 of the City Code.

(2) The CONTRACTOR must post suitable notices in the work place.

(3) The CONTRACTOR must provide evidence of compliance, including payroll records, 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 Minimum 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.

23. 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.

24. Except in amounts less than \$20 million, CONTRACTOR certifies that it, its successor, its parent company, or any of its subsidiaries or subunits does not engage in the practice of committing or contributing funds or property, extending credit, or contract for goods or services to develop petroleum resources, natural gas resources, or nuclear power in Iran.

25. Equal Employment Opportunity. If this Contract is funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

26. Copeland "Anti-Kickback" Act. If this Contract in excess of \$2000 for construction or repair, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

27. Contract Work Hours and Safety Standards Act. If this is a construction contract in excess of \$2000 or contract that involves the employment of mechanics or laborer in excess of \$2500, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

28. Rights to Inventions Made Under a Contract or Agreement. If this is a contract for the performance of experimental, developmental, or research work, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR agrees to rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

29. 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 10th day of May, 2019.

CONTRACTOR

BY:

Print: JOHN PACOANGELI
Its: PRINCIPAL

CITY OF YPSILANTI

BY:

Frances McMullan
City Manager

APPROVED AS TO FORM:

18-19
JOHN M. BARR P-10475
Ypsilanti City Attorney



8 July 2019

SUSTAINABILITY PLAN:

Plan Creation Goals

- Outreach: (robust) people of all ages
- Final conclusions: Comparison of no change in path, ecological and affordable path, and the ideal world scenario

Plan Target Components:

- Resilience and climate change
- Water cleanliness and safety
- Increase natural environments footprint
- Transit availability and safety
- Support and promote home ownership and small businesses
- Youth and Student environmental education
- Food and housing security
- Local sourcing of food
- Community Networks



imagine

Work Approach and Timeframe

WORK PLAN: ORGANIZATION

The planning effort will begin with a clear understanding of the process, schedule, and desired outcomes. This phase establishes our effective working relationship with the City, and defines the Plan's stakeholders, technical advisory committee, and community outreach activities.

City Tasks

- Assemble Steering Team
- Provide relevant documents and data
- Review and affirm Program Management Plan

Deliverables

- Program Management Plan

Meetings (1)

- Kick Off meeting (1)

Timeframe

- 2-4 weeks

Working with City staff, the consultant team will prepare a Program Management Plan indicating a timeline for work task milestones and key decision-making points to be submitted to the Department of Economic Development for approval. The plan will clearly define work tasks, timing, and content of deliverables.

The City will assemble a Steering Team comprised of department heads and representatives. The Steering Team will provide information pertaining to operations and management of municipal resources; identify potential partnerships within City Hall to accomplish goals within the Plan; provide the Consultant with information pertaining to major stakeholders; and review the applicability of proposed best programs, policies, and practices that will assist the City in achieving its goals. City staff will provide all pertinent reports, data, studies, and background information.

A kickoff meeting will be held with key representatives from City departments and the Commissions, to review major issues facing the City and to clarify priorities. We welcome a tour of the City at this time.

WORK PLAN: COMMUNITY ENGAGEMENT

The City and our team are committed to a transparent and inclusive process with meaningful and useful community and resident involvement.

City Tasks

- Strategy discussion
- Outreach and promotion
- Event attendance

Deliverables

- Community engagement summary of findings

Meetings

- TBD

Timeframe

- 1 Month at beginning of project
- 1-2 Meetings toward end of project

This proposal presents a menu of community engagement options and anticipates a robust discussion with the Steering Team to design a program that meets the needs of the Master Plan Update and Sustainability Plan.

A combination of the two most cost-effective methods for engagement provide the baseline strategy. An online component consisting of an interactive web map or a traditional survey reaches those on the younger and more mobile side of the "digital divide." This is complemented by a site-based component designed to take the process directly to harder-to-reach populations, which could consist of feedback walls, hard-copy surveys, and "meeting-in-a-box" setups. A hybrid approach could see Steering Team volunteers administering surveys on-site, in "intercept" fashion.

Town Hall and charrette-style meetings are the gold standard for offering qualitative interactions between City and citizen. They are also resource-intensive and can be somewhat risky, in that their value depends heavily on turnout, which can be quite unpredictable. BRI Will work closely with the City to determine whether and when these types of events will best benefit the Master Plan Update and Sustainability Plan processes, and to leverage all available channels to encourage attendance.

Stakeholder participation is critical to implementation. In recognition of this key role, all master plan and sustainability plan stakeholders who have been identified throughout the process will be invited to a meeting to roll out the Implementation Matrices, and to collect final feedback before the plans are adopted.



WORK PLAN: DATA ANALYSIS

Current, targeted data will be assembled and analyzed to form the basis of the recommendations in the Master Plan and Sustainability Plan.

City Tasks

Review and ground-truth all data

Deliverables

- Demographic update
- Housing market review
- Economic review
- Transportation update
- Guiding Values sweep
- Sustainability inventory
- Environmental challenges assessment
- Regional sustainability review

Meetings (2, optional)

- Master Plan data review meeting
- Sustainability Plan data review meeting

Timeframe

1-2 Months

As noted in the Statement of Understanding, the City's current Master Plan is eminently updatable. This task will provide the most current numbers to assess changes to the City's demographic composition and housing market by Census tract. An economic review will update the employer, taxpayer, and budget data, as well as investigate changes in the focus industries of small manufacturing, creative enterprises, renewable energy, and local food. A transportation update will concentrate on assessing the effect of changes to AAATA services since the 2013 plan, updating reconfiguration projects, and continuing to support the potential for rail service.

As part of this data review, we will conduct a "sweep" of data mentioned in the plan's Guiding Values rubric, which loosely suggests metrics which may be used to measure progress toward implementing the values. It is the purpose of this activity to add an additional measure of functionality to this valuable tool.

An inventory of existing conditions and policies affecting sustainability will form the baseline data for the Sustainability Plan. This includes the Master Plan and Zoning Ordinance, with suggestions to be implemented in the Plan Update and recorded in the revised Zoning Plan. Environmental challenges within the City will be identified, including past and ongoing efforts to address them. A regional component will note environmental issues of external origin and local impact, and may highlight best practices from other communities.

WORK PLAN: GHG INVENTORY

A Greenhouse Gas inventory and optional benchmarking bring updated results of the 2012 Climate Action Plan into the Sustainability Plan.

City Tasks

Review drafts

Deliverables

GHG Report
12-month benchmarks by measure (optional)

Meetings (2)

Feedback meeting
Finalization meeting

Timeframe

1-2 Months

A greenhouse gas (GHG) emissions inventory for government and community emissions will efficiently update the original GHG inventory completed by EcoWorks for the 2012 Climate Action Plan based on revising aggregated current municipal energy use and any changes in usage, industry, and/or community demographics.

An expanded option includes this inventory, and also benchmarks energy use and GHG emissions for each municipal facility for at least 12 months of most recent data including walk through assessments. This option produces a quantified analysis of each clean energy and GHG reduction measure.

WORK PLAN: MASTER PLAN

BRI will provide the City with an updated Implementation Matrix and will oversee the process of adopting the Master Plan Update pursuant to PA 33 of 2008.

City Tasks

Assemble all implementation stakeholders
Schedule presentations on agendas

Deliverables

Implementation Matrix
Notices
Resolution of adoption

Meetings (3)

Presentation to Planning Commission
Presentation to Council
Public Hearing

Timeframe

3-4 Months, including required 63-day review

Drawing from the goal statements, objectives, and data, we will update the Implementation Matrix in the Master Plan, including funding resources, potential lead agencies, and benchmarks.

Once the Implementation Strategy has been finalized and ratified by the stakeholders, BRI will guide the process of adopting the update per PA 33 of 2008. This includes making one presentation to the Planning Commission as well as to City Council, attending the public hearing, incorporating all revisions, and drafting and sending all required notices.

WORK PLAN: SUSTAINABILITY PLAN

The City's first Sustainability Plan!

City Tasks

Assemble all implementation stakeholders

Deliverables

Implementation Matrix

Draft report

Final report

Meetings (1 plus 2 optional)

Draft review meeting (optional)

Presentation (optional)

Adoption

Timeframe

1 Month

The Ypsilanti Sustainability Plan will have three components. The first will be an introduction to sustainability in Ypsilanti, summarizing the results of the inventory of conditions and policies as well as the regional review.

The second component will focus on the GHG recommendations. It will include a summary of progress made since 2012 Climate Action Plan and an Implementation Action Plan with recommendations related to

- Prioritized GHG emissions reduction measures.
- Prioritized energy efficiency measures including specific alignment with the nearly completed Ypsilanti Energy Plan.
- Funding and financing resources,
- Key agency accountabilities, and
- Targets and milestone benchmarks for use in ongoing monitoring.

The third component will bring these broad and specific analyses into a set of overarching goals and strategies addressing the following four categories as outlined by the City:

- Economy & Jobs: Create equitably shared prosperity and access to quality jobs in Ypsilanti
- Education, Arts & Community: Empower a vibrant, educated, connected and diverse Ypsilanti.
- Equity & Empowerment: Ensure equity, inclusion, and access to opportunity for all community members in Ypsilanti.
- Health & Safety: Strengthen Ypsilanti to be a healthy, resilient, and safe place for residents and businesses.

The plan will be assembled into a professional and engaging document and presented to the Commission. The best practice would be to present it with the Master Plan Update at a joint meeting of the two commissions. This proposal contemplates tree-free electronic delivery of the final plan.



Keith Michalowski <kmichalowski@gmail.com>

Fw: CDP and ICLEI's unified reporting system: Invitation to participate

Keith Michalowski <kmichalowski@gmail.com>

Thu, Jun 27, 2019 at 3:20 PM

To: Andrew Hellenga <ahellenga@cityofypsilanti.com>

Cc: Beth Bashert <mayor@cityofypsilanti.com>, Frances McMullan <fmcnullan@cityofypsilanti.com>

Hi Andrew,

My request to purchase this membership was a result of our contract advisor from EcoWorks stating the membership provides access to software for monitoring GHG. They said this software would allow them to use a template to generate the report allowing them more time to spend on data. This would also allow staff to have a standard way to track and update GHG information to avoid having to hire a contractor each time we do an assessment. Beth, also sent Frances and I an email before all this asking our thoughts on membership. However, there seems to be concerns about who will actually keep this up to date and what feels like some pushback on the idea. I have no desire to push and fund software that is unwanted and/or will go unused. I also believe a vote of the Sustainability Commission would result in a preference to allocate our budget on our Earth Day event since we have not had a budget for this event in the past. Given GHG assessment is contracted out now, at this time I believe I will let them proceed per the original contract that I am told did not include this expense. Either way, I'll discuss it at our next meeting and update you if anything changes.

Also, can I please get a copy of the Sustainability/Master plan contract agreement for reference. It seems things have changed a lot since Council originally voted to fund a consulting just for the Sustainability Plan. I'd like to understand exactly what was agreed upon.

Thanks for your time,
Keith

On Thu, Jun 27, 2019 at 2:37 PM Andrew Hellenga <ahellenga@cityofypsilanti.com> wrote:

Good afternoon Mayor,

I did some following up with staff regarding this software; the Sustainability Commission has been budgeted \$1,000 for membership,s and by resolution can approve to purchase this software. Staff has also informed me there should be no issue in waiting until after the next Sustainability Commission meeting on July 8th.

Best,

Andrew Hellenga

City Clerk

City of Ypsilanti

1 South Huron

ahellenga@cityofypsilanti.com

(734) 483-1100

From: Beth Bashert
Sent: Wednesday, June 26, 2019 1:56 PM
To: Andrew Hellenga <ahellenga@cityofypsilanti.com>; Frances McMullan <fmcmullan@cityofypsilanti.com>
Cc: Keith Michalowski <kmichalowski@gmail.com>
Subject: Fw: Fw: CDP and ICLEI's unified reporting system: Invitation to participate

Andrew and Frances;

The Sustainability Commission wants to spend \$600 on the software outlined below.

Threading between all the acronyms, this will allow us to track our greenhouse gas emissions, moving us up the ladder in our climate action plan, as well as qualifying for metrics for various awards with grants attached.

Tracking greenhouse gas emissions has been a goal of mine for some time now. If you can approve this expense and help him move forward on it, that would be fabulous.

See the info below from Keith and let me know if I can help in any way.

Thank you!

Beth Bashert

Mayor

CITY OF YPSILANTI

1 South Huron Street

Ypsilanti, MI 48197

(734) 483-9644 - Office

(734) 483-7260 - Fax

(734) 368-3573 - Cell

www.cityofypsilanti.com

From: Keith Michalowski <kmichalowski@gmail.com>
Sent: Wednesday, June 26, 2019 12:32 PM
To: Beth Bashert
Subject: Fwd: Fw: CDP and ICLEI's unified reporting system: Invitation to participate

Hi Beth,

It appears that your email covers the bulk of the proposal to join ICLEI so we can get access to their reporting software for EcoWorks (see below).

Description of organization:

<http://icleiusa.org/about-us/who-we-are/>

Service we will be using:

GHG inventory software. EcoWorks will use it's templates to generate our GHG inventory report. And then staff will maintain the Inventory with the software.

Contact info for the organization:

Membership Inquires - Contact Kale Roberts, Program Officer, at kale.roberts@iclei.org.

<http://icleiusa.org/about-us/get-involved/contact/>

Annual membership fee: \$600

<http://icleiusa.org/membership/join-iclei/>

Due date: ASAP; EcoWorks said they would need this sooner than our next Sustainability meeting.

Please direct any questions to me and I will do my best to resolve them.

Thanks!

Keith

----- Forwarded message -----

From: **Beth Bashert** <mayor@cityofypsilanti.com>

Date: Tue, Apr 16, 2019 at 12:54 PM

Subject: Fw: CDP and ICLEI's unified reporting system: Invitation to participate

To: kmichalowski@gmail.com <kmichalowski@gmail.com>

Cc: Frances McMullan <fmcmullan@cityofypsilanti.com>

Keith:

Good afternoon, Keith.

Can you look at this and let me know what this is, if it is of interest to the city, and what is involved with this? Just an initial kind of take on it would be helpful.

Thank you.

Beth Bashert

Mayor

CITY OF YPSILANTI

1 South Huron Street

Ypsilanti, MI 48197

(734) 483-9644 - Office

(734) 483-7260 - Fax

(734) 368-3573 - Cell

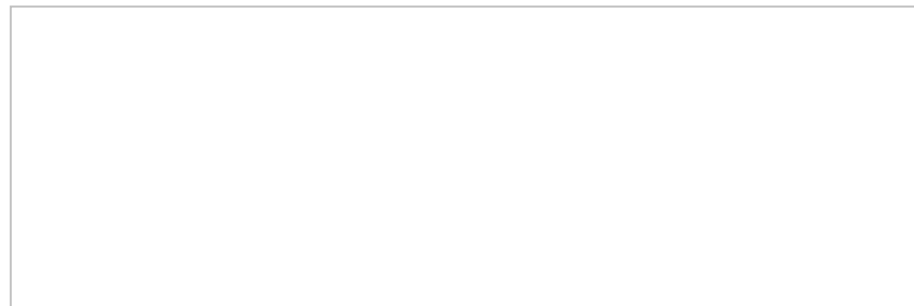
www.cityofypsilanti.com

From: carbonn - Bonn Center for Local Climate Action and Reporting <carbonn@iclei.org>

Sent: Tuesday, April 16, 2019 6:51 AM

To: Beth Bashert

Subject: CDP and ICLEI's unified reporting system: Invitation to participate



Dear city representative,

We are pleased to announce the launch of the 2019 reporting cycle and invite the City of Ypsilanti, MI to continue driving the transition to a low-carbon and resilient economy. By reporting your local climate action in 2018, your city joined nearly 1500 cities and other sub-national governments, and over 7,000 companies around the world that shared their climate related data.

The reporting process continues to allow you to measure your impact and progress towards your goals while showcasing your action to engage citizens, businesses, investors and the global community in the transition to a sustainable economy

Next steps:

1. Please contact CDP at cities@cdp.net - keeping ICLEI in copy via carbonn@iclei.org - to express your city's interest to report in 2019. CDP will enable your registration.
2. Fill out the [online questionnaire](#) in one of six available languages.
3. Submit the questionnaire before **10 July 2019**.

One unified reporting system

To make it easier, from 2019 onwards, cities that had previously reported through **ICLEI's carbonn Climate Registry** will be asked to report climate action data through our unified reporting system. Data reported through CDP's platform will be automatically shared with ICLEI. Cities will now be able to receive support and services from both ICLEI and CDP.

Cities wishing to take part in **WWF's One Planet City Challenge** can now also report through CDP's platform, WWF and ICLEI will support participating cities through the reporting process.

Our unified reporting system is also recognized by the **Global Covenant of Mayors for Climate & Energy** (GCoM). This means that the online questionnaire reflects the GCoM's reporting framework and you can report your climate action data to the GCoM through us.

More information about reporting through CDP's platform and how our unified reporting system may affect your city can be [found here](#).

Support and scoring

CDP and ICLEI will be co-hosting several webinars in the coming weeks to provide you with useful information and tips. [Click here to register](#). Recordings will be made available.

The methodology describing how CDP will be **evaluating and scoring** your response in 2019 will be available through the dashboard and [the CDP website](#) shortly after the platform opens.

ICLEI – Local Governments for Sustainability is a global network of more than 1,750 local and regional governments committed to sustainable urban development. Active in 100+ countries, we influence sustainability policy and drive local action for low emission, nature-based, equitable, resilient and circular development.

CDP is a mission-driven not-for-profit organization. Our vision is a sustainable global economy that works for people and planet, with vibrant resilient cities. We look forward to working with you to make that vision a reality.

Participation in our unified reporting system is entirely free.

Please do not hesitate to contact cities@cdp.net, carbonn@iclei.org, or your regional contact with any questions or for more information.

Kind regards,

CDP Cities and ICLEI- Local Governments for Sustainability



Keith Michalowski <kmichalowski@gmail.com>

FW: Visioning Promotional Flyer

Keith Michalowski <kmichalowski@gmail.com>

Thu, Jun 27, 2019 at 3:31 PM

To: Bonnie Wessler <wesslerb@cityofypsilanti.com>

Cc: Steve Wilcoxon <swilcoxon@cityofypsilanti.com>, "Matthew Dunwoodie (dunwoodiematt@gmail.com)" <dunwoodiematt@gmail.com>, Joe Meyers <jmeyers@cityofypsilanti.com>

Hi Bonnie,

As for my question about targeted Sustainability Plan meetings, I am unclear on your response. I ask this because the flyer for the first town hall says nothing about the Sustainability Plan.

I understand your desire to have a model. This is why our Commission agreed to the idea of a contract advisor. We wanted them to help guide us to establish a framework. I had expected the contractor would hold town halls and do sustainability and resilience studies of our city to help guide us towards a framework to discuss and base the plan off of. I do not believe meeting you this Friday will shed any new light on the matter. Our original Sustainability plan members are no longer on the Commission and did not manage much progress. And then it was put it on hold for many months waiting for the contract to be sorted out. Give we have several new members and a absence of answers I recommend you instead join us at our next meeting to have a two way discussion with all of us. I'll provide everyone with example Plans and again ask them to bring in their view of what should be in the plan.

Have a good day,
Keith

On Wed, Jun 26, 2019 at 6:24 PM Bonnie Wessler <wesslerb@cityofypsilanti.com> wrote:

Michelle and I talked it over a bit more. The Master Plan and the Sustainability Plan are pretty entwined, and the sustainability plan is to ultimately be part of the master plan – a chapter- that can also stand alone if need be. However, since the master plan is so recent- and, presumably, the visions won't need much updating- we can focus a bit more on sustainability explicitly. It's a pretty easy shift, given the vast overlap.

Keith, I think it might be beneficial for you and I to sit down and talk about what you/the SC want to see in a sustainability plan that's different from the master plan, &/or what you consider a model to work towards. (I've looked over the SC's minutes, and can't find much guidance beyond "a sustainability plan," so that's what I worked from when drafting the RFP.) The master plan already has some pretty strong statements about sustainability ("diversity is our strength," "Ypsilanti is sustainable," "anyone can easily walk, bike, drive or take transit from anywhere in Ypsilanti and to anywhere in Ypsilanti and beyond," "Ypsilanti is a great place to do business, especially the green and creative kind," with drilldowns for each), so it'd be valuable to know what holes you- and the sustainability commission as a whole- see need to be filled that the master plan (and other adopted plans) haven't yet. I'm pretty open this Friday, and am around and fairly available next week (Monday through Wednesday, at least). Shall we grab a coffee over a stack of plans? Once we have a pretty solid idea to start from, we'll get steering committee input and Sustainability Commission input to make sure we're all on the same page.

Thanks,

Bonnie

--

Bonnie Wessler, AICP

City Planner

Community Development Division, City of Ypsilanti

734/483.9646 (office)

bwessler@cityofypsilanti.com

she/her/hers

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--

From: Keith Michalowski [<mailto:kmichalowski@gmail.com>]

Sent: Wednesday, 26 June, 2019 09:30

To: Bonnie Wessler <wesslerb@cityofypsilanti.com>

Cc: Steve Wilcoxon <swilcoxon@cityofypsilanti.com>; Matthew Dunwoodie (dunwoodiematt@gmail.com) <dunwoodiematt@gmail.com>; Joe Meyers <jmeyers@cityofypsilanti.com>

Subject: Re: FW: Visioning Promotional Flyer

Hi Bonnie,

Will there be meetings for the Sustainability Plan itself as well?

Thanks,

Keith

On Wed, Jun 26, 2019 at 8:42 AM Bonnie Wessler <wesslerb@cityofypsilanti.com> wrote:

It will touch on the sustainability plan, but the master plan will be the primary focus.

--

Bonnie Wessler, AICP

City Planner

Community Development Division, City of Ypsilanti

734/483.9646 (office)

bwessler@cityofypsilanti.com

she/her/hers

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From: Keith Michalowski [<mailto:kmichalowski@gmail.com>]

Sent: Tuesday, 25 June, 2019 10:18

To: Bonnie Wessler <wesslerb@cityofypsilanti.com>
Cc: Steve Wilcoxon <swilcoxon@cityofypsilanti.com>; Matthew Dunwoodie
(dunwoodiematt@gmail.com) <dunwoodiematt@gmail.com>; Joe Meyers
<jmeyers@cityofypsilanti.com>
Subject: Re: FW: Visioning Promotional Flyer

Hi Bonnie,

To confirm, this meeting is just for the Master plan or is this also including the Sustainability Plan? It does not appear to be the case based on the flyer.

Thanks,

Keith

On Thu, Jun 20, 2019 at 12:45 PM Bonnie Wessler <wesslerb@cityofypsilanti.com> wrote:

Hi Steering Committee-

We've got a draft date, time, and flier for the in-person visioning session. I've defaulted to City Hall Chambers because it's central and people know where it is; I've defaulted to evening also because we tend to have a pretty good turnout there.

I'd love to be able to provide childcare if anyone has any resources there?

I'm putting together a page on the website with more information about the planning process/contact info (and getting that link/contact info on the flier).

Anything else we're missing for this meeting? Other thoughts before we start publicizing it?

Thanks,

Bonnie

--

Bonnie Wessler, AICP

City Planner

Community Development Division, City of Ypsilanti

734/483.9646 (office)

bwessler@cityofypsilanti.com

she/her/hers

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--

From: Michelle Bennett [<mailto:mbennett@bria2.com>]
Sent: Wednesday, 19 June, 2019 17:02

To: Bonnie Wessler <wesslerb@cityofypsilanti.com>
Subject: Visioning Promotional Flyer

Hi Bonnie,

I've attached a single flyer (postcard size) that best for uploading, and then a sheet of 4 in case you want to print and distribute them.

If you have any suggestions for edits, let me know and we can make them.

Have a great evening!

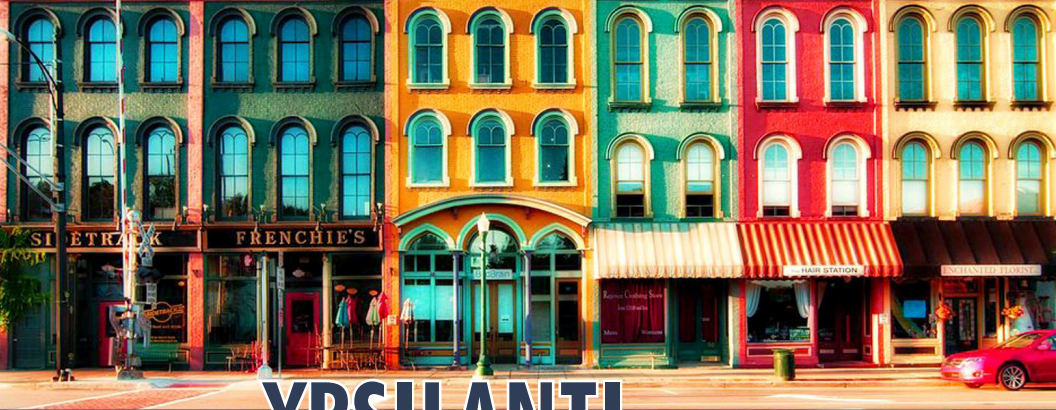
Michelle Bennett, AICP
Senior Planner

Beckett&Raeder, Inc.
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535 West William St Suite 101
Ann Arbor, MI 48103

734.663.2622

Direct Line: 734.239.6614



THE CITY OF **YPSILANTI**
WANTS TO HEAR FROM YOU!

cityofypsilanti.com/plan2019



The City is updating its Master Plan and adding a new Sustainability Plan. The City needs your input, so please join us for a **VISIONING** session to help plan the City's future!

THURSDAY, JULY 11TH

CITY HALL AT 7 PM

1 S. Huron St. Ypsilanti, MI 48197



seeds



City of Ypsilanti Community Engagement Plan

Revised July 2019

Visioning Session

July 11; BRI led with City support

The first visioning session would be towards the beginning of the community engagement series and lean heavily on the previous plan. Because the plan is relatively recent, an entirely new vision is likely not warranted, but rather refining the vision based on what the City has accomplished in the last five years. This session is usually a sit-down, group-based interactive session where broader questions about what direction the City should pursue over the next ten years. One place to start is to provide the attendees with the 10 guiding values from the previous master plan and grading the City's progress toward those values over the past five years, using Plickers.

Much of the time will be spent on sustainability. This process will look a bit different here than in traditional visioning sessions, because the City already has a robust set of adopted action items. What it does not have is a succinct, memorable, relevant sustainability vision – a “slogan,” even. The main driver of this communication process will be finding ways to make the technical actions of the City and others really connect with the citizens. We want to know the answers to the following questions:

LEARN	What is the most useful and interesting information to you about sustainability in Ypsilanti?
SUPPORT	What actions can the City take that you would consider a worthwhile investment in sustainability?
USE	What public investments that advance sustainability will you participate in and benefit from?
PROMOTE	What sustainability actions can the City take that you would be excited enough to tell your friends about over dinner?
DO	What actions are you personally willing to commit to in order to advance sustainability in Ypsilanti?

Site Installations

July 25-August 8; Parkridge, Downtown, Depot Town, EMU Campus; BRI led with City support

Four site installations will address substantially the same questions as the Visioning Session, reformatted to suit the collector. The site installations are a cost-effective way for the City to go to the community. Boards can be displayed in strategic locations where harder-to-reach demographics may



frequent- our hope is to find the youth, renters, lower-income families when its more convenient for them to answer questions for the master plan. The City will check on these installations twice per week, photographing the results and adding fresh supplies as needed.

Web-based Survey

July 25-August 25; target 500 responses; BRI led with City support

Surveys are a cost-effective way to reach the largest number of people. This survey will be hosted in surveymonkey and can therefore be used on an ipad to “intercept” residents at large local events. While attending additional events is not a part of the budget, the City and BRI can arrange to use ipads to survey people at popular summer venues to boost response numbers. Questions for the survey will be developed using the results of the Visioning Session.

Council and Commission Work Sessions

July 25-August 25; City activity

The City will hold internal meetings to present issues and interim findings, and to establish priorities. Results and outcomes of these meetings will be transmitted to BRI.

Joint Implementation Meeting

October 8 at time TBD by City; BRI led

City Council, the Planning Commission, and the Sustainability Commission will meet jointly to review the findings of both plans and the proposed Implementation Matrices. Feedback from this meeting will inform the final plan recommendations.

Charette-Style Open House

October 17; BRI led

The purpose of this meeting is to share major findings with the public and receive targeted input. This meeting can be set up as an exchange where the public is educated on the plan’s updates and then also asked to respond to specific ideas the team has come up with to address any issues that have emerged during this process.



Memo

To: Sustainability Commission

From: Bonnie Wessler, City Planner

Date: 3 July 2019

Subject: ICLEI Membership / Greenhouse Gas Inventory Process for Sustainability Plan

As part of the Sustainability Plan process, we're doing a greenhouse gas (GHG) inventory. Our consultants have indicated to us that the "gold standard" of report formats is the International Council for Local Environmental Initiatives (ICLEI) format, and they have available for their members a software tool (ClearPath) that makes this reporting very easy, saving hours of their time and thus enabling them to spend more time getting better data, rather than formatting and processing a report; membership also includes ICLEI expert review of the GHG to see if we might have missed anything, if our numbers are "off," etc. Additionally, this is the schema used the last time we did a GHG inventory (Climate Action Plan 2012), so the numbers will be fairly apples-to-apples. ICLEI membership has other benefits as well, including promotional material around sustainability efforts; collaboration on joint grant proposal or other funding opportunities; and trainings. I believe that ICLEI membership would be beneficial for the City's sustainability efforts going forward, and help proceed towards the goals of both currently-adopted plans and likely the Sustainability Plan (once adopted).

The Sustainability Commission has a budget item (General Fund: Sustainability Com: Expenditures: 101-7-7290-958-00 MEMBERSHIPS AND DUES) that could be used to bear the expense of membership. It was previously used to fund a membership to STAR Communities; they have since been absorbed by the USGBC and does not currently offer memberships. There is \$1,000 budgeted; ICLEI membership is \$600. Staff recommends that the Sustainability Commission pass the attached resolution to proceed with ICLEI membership.

RESOLVED BY THE SUSTAINABILITY COMMISSION OF THE CITY OF YPSILANTI:

Whereas, the City is proceeding with a Greenhouse Gas Inventory, and;

Whereas, the ICLEI makes available a software for use in creating such inventories to its membership, amongst other benefits; and

Now therefore be it resolved that the Sustainability Commission authorizes \$600 to be expended from account 101-7-7290-958-00 (General Fund: Sustainability Commission: Memberships and Dues) for ICLEI membership.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2019-07-002
7 July 2019

RESOLVED BY THE SUSTAINABILITY COMMISSION:

WHEREAS, the Sustainability Commission of the City of Ypsilanti, Michigan, does hereby defines the 2019-2020 goals of the Sustainability Commission as follows:

- Approve a Sustainability Plan for the city of Ypsilanti
- Achieve Silver level on the MGC Challenge
- Improved Earth Day event
- Facilitate a Zero Waste event
- Identify grant opportunities for the City of Ypsilanti
- Increase outreach and educational efforts

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

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Roadside Vegetation

[Home](#) / Roadside Vegetation Control

The roadside right-of-way serves many purposes– it provides space to escape crashes, creates a sense of openness that contributes to driving ease, improves sight distances, provides space for maintenance activities, such as snow removal and storage, and provides an area that allows for proper road drainage. However, overhanging trees, brush and weeds can grow into a serious safety concern for road users, especially in and around power and telephone lines, highway medians and along the roadside.

The Washtenaw County Road Commission (WCRC) has developed a **Roadside Vegetation Control Program** to help keep the roadside right-of-way reasonably clear. This four-prong approach is designed to contain roadside vegetation that could obstruct motorists' vision, obstruct the traveled portion of the roadway, create drainage problems or cause snow/ice problems if left unchecked, and includes the following actions:

ROADSIDE MOWING

WCRC uses a subcontractor to perform roadside mowing. Per their contract, they will mow along paved county roads twice and unpaved county roads once throughout the season. They do not mow along subdivision roads. The contractor is responsible for the scheduling of mowing to mow through the county most efficiently. They generally work on a township-by-township basis. [Click here to read more about WCRC's roadside mowing program.](#)

MECHANICAL BRUSH MOWING (BOOM MOWING)

WCRC crews use a specially designed brush mower to cut back roadside brush. This equipment will focus on clearing brush that is 2" in diameter or less. This mowing will be done year-round, whenever the weather allows. Over the past decade, WCRC has not had the resources to continuously brush mow. Fortunately, with increases to road funding from the state, WCRC is finally able to restart its mechanical brush mowing program.

HERBICIDES

Specifically trained, licensed and experienced professionals selectively apply the herbicides to specific vegetation that could create a driving hazard. Spraying along county guardrails takes place each spring. Spraying along rural road right-of-way is done on a rotating basis in one quarter of the county each August. WCRC's contractor applies [Tordon K](#), [Escort](#), and [NU-Film-IR](#) (a drift control additive). This operation is **not** a continuous broadcast spray – only those areas in the rural road right-of-way with encroaching vegetation will be sprayed. Herbicide spraying **does not** take place in subdivisions, adjacent to bodies of water, along mowed lawns or along officially designated county "Natural Beauty Roads". [Click here for a flyer describing the program.](#)

[Click here for the "No Treatment Zone" Request Application](#) (due to WCRC by July 15, 2019)



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- When will you be working on my road?

Roadside mowing – WCRC uses a subcontractor to perform roadside mowing. Per their contract, they will mow along paved county roads twice and unpaved county roads once throughout the season. They do not mow along subdivision roads. The contractor is responsible for the scheduling of mowing to mow through the county most efficiently. They generally work on a township-by-township basis.

Mechanical brush mowing – WCRC conducts this work year-round, whenever the weather allows.

Herbicide spraying – Spraying along county guardrails takes place each spring. Roadside herbicide spraying along rural road right-of-way takes place in approximately one-quarter of the county in the late summer. A given area will only be sprayed once every four years. The schedule for roadside spraying over the next four years is as follows:

- 2019 – Webster, Dexter, Lyndon, Sylvan, and Lima
- 2020 – Salem, Northfield, Scio, Ann Arbor, and Superior
- 2021 – Sharon, Freedom, Manchester, Bridgewater and Saline
- 2022 – Ypsilanti, Pittsfield, Lodi, York, and Augusta

WCRC's contractor, G & T Services is obligated to begin this work on or after August 1 each year. Herbicide operations are weather sensitive, so WCRC cannot determine the exact date the contractor will spray on any given road but the work is expected to be completed by the end of September each year.

Hand trimming – Hand trimming is usually part of a larger road improvement project.

- Overgrown brush is making it difficult for me to safely exit my driveway. Will WCRC come out to remove this brush?

WCRC does **not** mow or clear brush for driveway sight distance. Driveway sight distance is the responsibility of the property owner per the terms of the driveway permit. WCRC will mow the road edges throughout the season which may help with driveway sight distance.

If a resident feels they still can't see safely when pulling out of their driveway, they should clear the appropriate vegetation in order to be safe.

WCRC will work to clear overgrown brush near county road intersections that are blocking sight distance. [If you know of an intersection that needs to be addressed, please click here to report the issue.](#)



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WCRC considers roadside maintenance a team effort and is pleased to have property owners as partners in this vital safety program. This is why the WCRC is eager to accommodate property owners who prefer to handle vegetation control themselves. This kind of joint effort benefits both WCRC and the property owners.

- What herbicides will be used and how safe are they?

WCRC's contractor, G & T Services, applies [Tordon K](#), [Escort](#) and [NU-Film-IR](#) (a drift control additive). These chemicals have all been approved by both the Michigan Department of Agriculture and the U.S. Environmental Protection Agency.

Toxicological studies of both long-term and short-term, high-level exposures have shown these chemicals to be safe – in fact, in terms of lethal dosage, safer than substances like caffeine and aspirin.

- Why doesn't WCRC just mow the roadside without using herbicides?

WCRC hires a contractor every summer to mow along the roadsides but this is not an appropriate solution for every brush problem.

Roadside mowing can be unsafe in certain circumstances and results in a wholesale reduction in vegetation, rather than just invasive or undesirable plants. Mowing also does not prevent re-growth; it is only a short term solution and requires frequent, ongoing mowing to keep vegetation under control. Brush will often re-sprout into many more stems than were originally cut, actually causing brush to become more dense.

Due to these challenges, WCRC uses a variety of tools within the **Roadside Vegetation Control Program** to keep the road right-of-way safe.

- Can I "opt-out" of the herbicide spraying part of this program?

As a property owner, you do have a choice regarding the use of herbicides in the road right-of-way abutting your property. If you prefer that your property not be included in the herbicide portion of the Roadside Vegetation Control Program, you can opt out by completing the following steps before **July 15, 2019**.

1. [Click here for the "No Treatment Zone" Request Application](#). Return completed form in person, mail or email to WCRC's office no later than **July 15, 2019**.
2. Clear the road right-of-way abutting your property of weed growth and brush on an annual basis. The area to be maintained is to be a minimum distance of 14 feet off the traveled portion of the road and 14 feet above the road surface.



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- How do I know if my area is targeted for spraying this year?

All county guardrails are sprayed annually in the spring. Approximately one-quarter of the rural county road right-of-way is sprayed annually. A given area will only be sprayed once every four years. The schedule for spraying over the next four years is as follows:

- 2019 – Webster, Dexter, Lyndon, Sylvan, and Lima
- 2020 – Salem, Northfield, Scio, Ann Arbor, and Superior
- 2021 – Sharon, Freedom, Manchester, Bridgewater and Saline
- 2022 – Ypsilanti, Pittsfield, Lodi, York, and Augusta

WCRC's contractor, G & T Services is obligated to begin this work on or after August 1 each year. Herbicide operations are weather sensitive, so WCRC cannot determine the exact date the contractor will spray on any given road but the work is expected to be completed by the end of September each year. Further information is available through WCRC by contacting Adam Lape at (734) 327-6697, or lapea@wcroads.org.

- How does your contractor prevent over-spray onto my property?

Our contractor is required to monitor wind conditions and will not spray if winds are above the designated threshold.

- Is it safe for me to walk my pets after an application has taken place?

Yes. It is safe to come into contact with areas after the herbicide has dried.

If pets tend to lick their feet after walking, it is advisable to rinse their feet with water if they have walked through an affected area, although the application rate presents very little risk to pets or people.

- Is WCRC the only road agency to use herbicides along its road ways?

The Michigan Department of Transportation (MDOT) applies herbicide to state trunkline (highway) routes statewide. In addition to MDOT, multiple county road commissions apply herbicides to roadsides to manage roadside vegetation, including Muskegon, Kalamazoo, Clinton, Eaton, Tuscola, Saginaw, Hillsdale, and Delta Counties.



Washtenaw County Road Commission

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EMPLOYEE CENTRAL





Keith Michalowski <kmichalowski@gmail.com>

Roadside Herbicide Spraying

Kizer, Emily <KizerE@wcroads.org>

Mon, Jul 1, 2019 at 8:49 AM

To: "kmichalowski@gmail.com" <kmichalowski@gmail.com>

Cc: "Lape, Adam" <lapea@wcroads.org>

Good Morning Keith,

Thank you for your email. We have all the information about our roadside vegetation control program, including the roadside herbicide program here: <https://www.wcroads.org/roadside-vegetation-control/> Herbicide spraying is part of our four-pronged approach to maintaining vegetation along county road rights-of-way. We are required by state law to maintain this area for the safety of motorists and other road users. This includes control of roadside vegetation to keep the right-of-way reasonably clear and ensure safety, clear vision, prevent obstructions to the traveled portion of the roadway, maintain proper drainage and accommodate winter maintenance operations. The herbicides that our licensed contractor uses are approved by the Michigan Department of Agriculture and the US Environmental Protection Agency.

We do not have jurisdiction over roads in the City of Ypsilanti and therefore will not ever be spraying herbicide within the city limits. We will be spraying along rural roadways in five Washtenaw County townships this year – Lyndon, Dexter, Webster, Sylvan and Lima Townships. As you know, we do allow property owners within these townships to opt-out of the program if they follow the process by July 15, 2019. The opt-out process and application are also available on our website.

We are not available to attend the meeting on July 8, but please feel free to share information provided on our website with the commission.

Thanks.

**Emily Kizer**

Communications Manager

Washtenaw County Road Commission

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