



**CITY OF YPSILANTI  
REGULAR COUNCIL MEETING  
Tuesday, November 7, 2023 @ 6:30 PM  
Council Chambers  
One South Huron, Ypsilanti, MI 48197  
[Launch Meeting - Zoom](#)**

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**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

- A. I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.

**IV. AGENDA APPROVAL**

**V. CLOSED SESSION**

- A. MCL 15.268 (d) to consider the purchase of property

**VI. PUBLIC COMMENT (3 MINUTES)**

**VII. PRESENTATIONS**

- A. Avalon Housing CBA Public Hearing
1. Resolution 2023-209, Closing the public hearing for Avalon Housing CBA.

**VIII. CONSENT AGENDA**

- A. Resolution 2023-210, Approving the Consent Agenda.
- B. Resolution 2023-211, Approving the minutes of the October 17th, 2023 meeting.
- C. Resolution 2023-212, Approving the bylaws of the Parks and Arts Commission.
- D. Resolution 2023-213, Approving Ordinance 1421, an ordinance entitled, "Removing the Open Meetings Act Requirements from the Ypsilanti Police Advisory Commission."  
**(Second reading)**
- E. Resolution 2023-214, Approving an updated Memo of Understanding for Overnight Shelter at St. Luke's.
- F. Resolution 2023-215, Approving Bonnie Wessler and Gary Burchwell as WRRMA delegate and alternate.

## **IX. RESOLUTIONS/MOTIONS/DISCUSSIONS**

- A. Resolution 2023-216, Approving the purchase of 599 S. Mansfield. **Amended**
- B. Resolution 2023-217, Approving a budget amendment for the purchase of 599 S. Mansfield. **Amended**
- C. Resolution 2023-218, Approving the Middle Huron Partners contract.
- D. Resolution 2023-219, Approving the Water Street Services Proposal from Carlisle Wortman.
- E. Discussion of the Carlisle Wortman audit of the Planning Department.
- F. Resolution 2023-220, Appointing Randolph T. Barker as the Assistant Ypsilanti City Attorney.
- G. Resolution 2023-221, Approving regulations for advisory bodies.
- H. Discussion of Youth Mini Grant Applicants.
- I. Resolution 2023-222, Affirming support and solidarity with the Palestinian people of Gaza.

## **X. BOARD AND COMMISSION - LIAISON REPORTS**

- A. Police Advisory Commission
- B. Human Relations Commission
- C. Parks and Arts Commission
- D. Sustainability Commission
- E. Historic District Commission
- F. Planning Commission
- G. Zoning Board of Appeals

## **XI. LIAISON REPORTS**

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Urban County
- D. Ypsilanti Downtown Development Authority
- E. Friends of Rutherford Pool
- F. Bicentennial Committee

**XII. COMMUNICATIONS**

- A. WRRMA Budget and Summary of Activities

**XIII. COUNCIL PROPOSED BUSINESS**

**XIV. COMMUNICATIONS FROM THE MAYOR**

**XV. COMMUNICATIONS FROM THE CITY MANAGER**

**XVI. PUBLIC COMMENT (3 MINUTES)**

**XVII. ADJOURNMENT**

- A. Resolution No. 2023-223, adjourning the City Council Meeting.
- B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



**CITY OF YPSILANTI**  
**206-210 N WASHINGTON CBO MEETING**  
**JUNE 13, 2023 @ 6:00 PM**  
**COUNCIL CHAMBERS - CITY HALL**  
**One South Huron, Ypsilanti, MI 48197**  
[VIRTUAL ACCESS](#)

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**I. CALL TO ORDER**

**II. INTRODUCTION OF PROJECT**

*(5 minutes)*

**III. PROJECT DETAILS**

*(20-30 minutes)*

**IV. COMMUNITY QUESTIONS**

*(15 minutes)*

**V. COMMUNITY DISCUSSION**

*(30 minutes)*

**VI. COMMITTEE NOMINATIONS**

*(10 minutes)*

**VII. CLOSING**



June 13, 2023

City of Ypsilanti Community Benefits Community Meeting  
Re: 206/210 N. Washington St.



“

*Avalon's mission is  
to build healthy, safe and  
inclusive supportive housing  
communities as a **long-term**  
solution to homelessness.*

## 206/210 North Washington St.



Current condition: vacant, blighted, fire-damaged



Rendering of site-plan approved redevelopment

## Timeline—Planning & Due Diligence Process

- **2017:** Building suffers extensive fire damage while under private ownership.
- **2017 – 2019:** Building sits vacant, subject to “demolition by neglect,” owner falls behind on taxes and is foreclosed on for back taxes by Washtenaw County
- **2019:** City of Ypsilanti purchases property from the County for back taxes.
- **June 2020:** City issues Request for Proposals (RFP) for redevelopment.
- **September 2020:** City Council selects Avalon as development partner and enters into Letter of Intent with Avalon.
- **May 2021:** Avalon and City of Ypsilanti sign Purchase Agreement for redevelopment of site:
  - Purchase Agreement includes Due Diligence Period that extends through August 2022—signed off by Avalon on August 12, 2022.
  - Purchase Agreement includes Financing Period extending for one year after end of Due Diligence Period, with up to 2 extensions allowed for LIHTC application rounds.
- **May 2022:** After extensive due diligence by architect and structural engineer, Avalon informs City Council of plan for demolition and new construction.



## Timeline—Public Entitlement Process

- **December 2022:** Variances granted at Zoning Board of Appeals.
- **February 2023:** Plan for demolition approved by Historic District Commission.
- **February 2023:** Site plan approved by Planning Commission.
- **April 2023:** PILOT approved by City Council.
- **May/June 2023:** City commences Community Benefits process

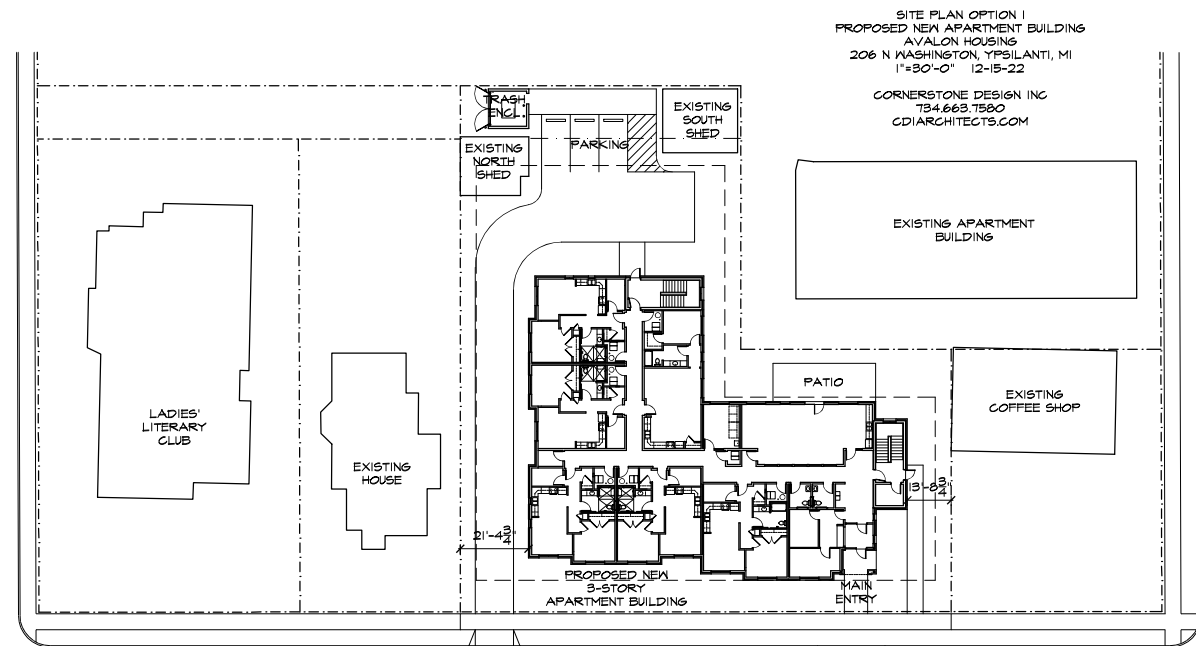
## Timeline—Financing Process

- **February 2022:** Avalon applies for HOME funds through Washtenaw Urban County.
- **February 2023:** Avalon applies for HOME funds through Washtenaw Urban County.
- **April 2023:** Avalon applies for Low Income Housing Tax Credits (LIHTC) through the Michigan State Housing Development Authority (MSHDA).
- **May 2023:** Avalon applies for HOME-ARP funds through MSHDA.
- **Future Financing Opportunities:**
  - Affordable Housing Program of the Federal Home Loan Bank
  - Brownfield Funding through the Washtenaw Brownfield Redevelopment Authority
  - RAP funding through the Michigan Economic Development Corporation



# Redevelopment Proposal

- 22 1-bedroom apartments
- Common amenities including:
  - On-site laundry
  - Community Room
  - Property Management/Services Offices
- 2 Historic outbuildings to be preserved

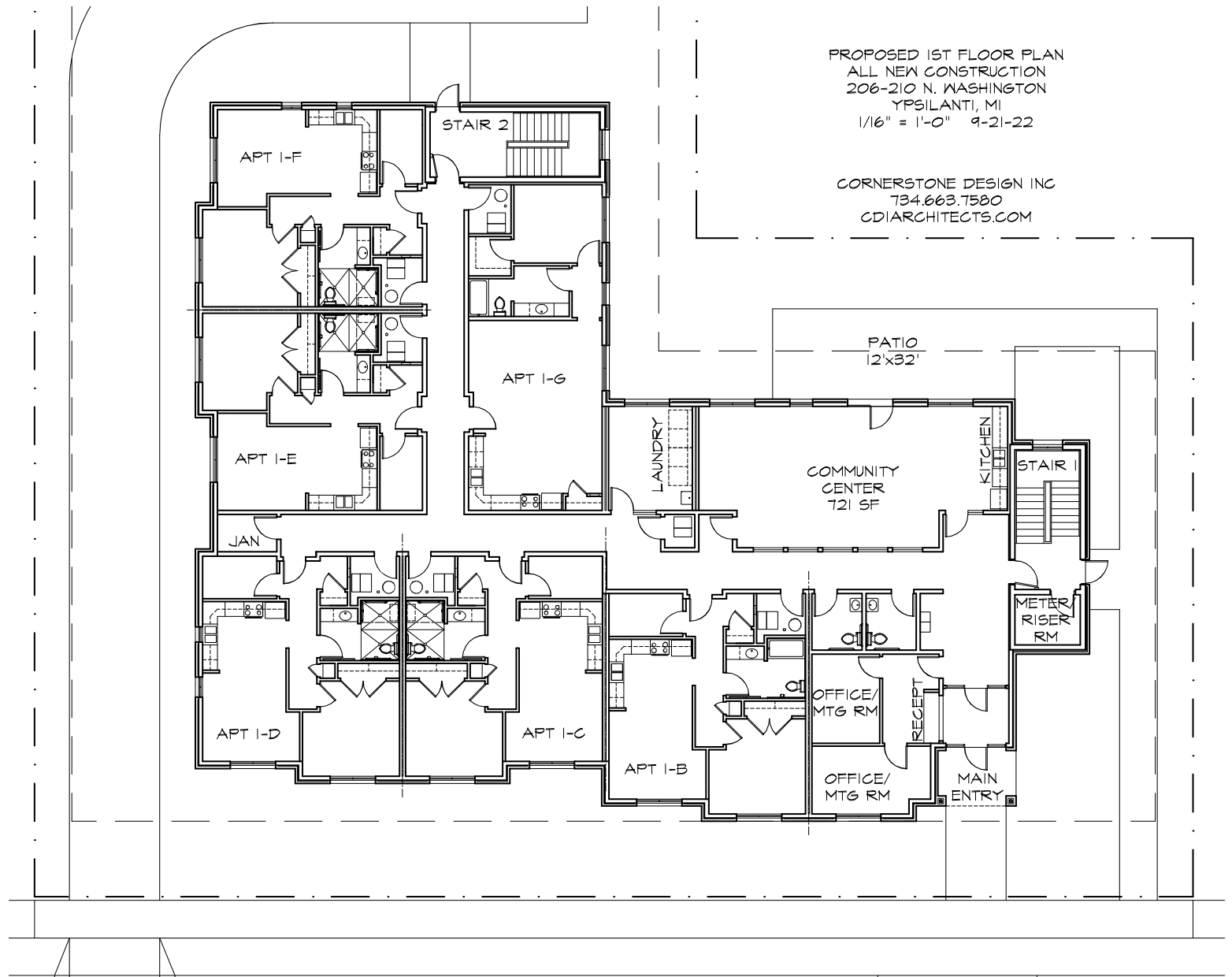


NOTE: ADJOINING PARCELS AND BUILDINGS SHOWN PER PUBLIC RECORDS, NOT FIELD VERIFIED.

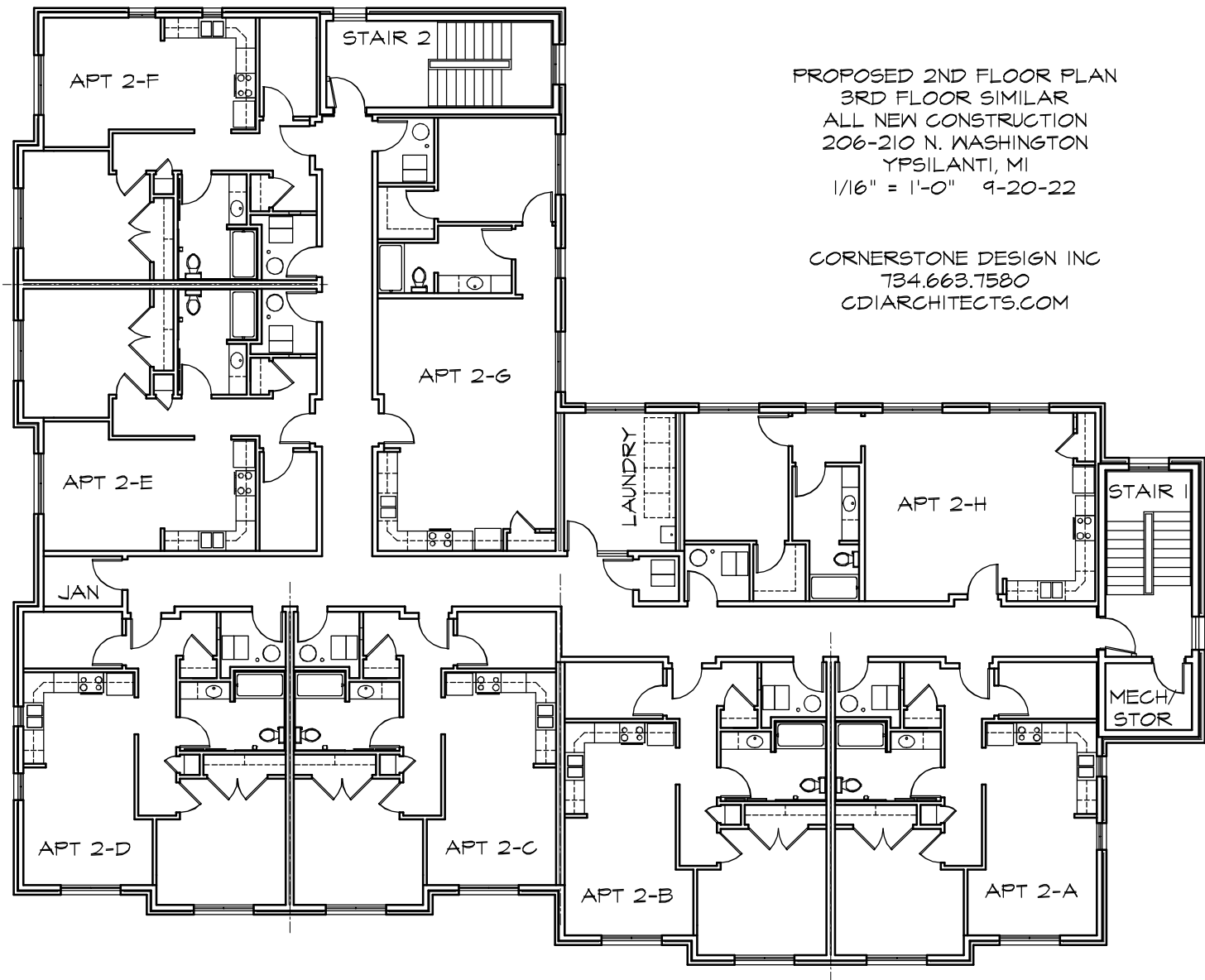


PROPOSED 1ST FLOOR PLAN  
ALL NEW CONSTRUCTION  
206-210 N. WASHINGTON  
YPSILANTI, MI  
1/16" = 1'-0" 9-21-22

CORNERSTONE DESIGN INC  
734.663.7580  
CDIARCHITECTS.COM



**AVALON**  
HOUSING



PROPOSED 2ND FLOOR PLAN  
 3RD FLOOR SIMILAR  
 ALL NEW CONSTRUCTION  
 206-210 N. WASHINGTON  
 YPSILANTI, MI  
 1/16" = 1'-0" 9-20-22

CORNERSTONE DESIGN INC  
 734.663.7580  
 CDIARCHITECTS.COM

# Redevelopment Proposal

- 8 units are set aside as supportive housing:
  - Residents referred from Housing Access of Washtenaw County, local referral agency for homeless households
  - Will pay 30% of income as rent using project-based vouchers
  - Maximum income is 30% of Area Median Income (AMI), currently \$26,040 annually for a 1-person household
- 14 units will be rented with only income requirements:
  - Anticipate site-specific wait list to be maintained by Avalon Housing
  - These units will be set aside for households with maximum incomes at or below 40% - 60% of Area Median Income (AMI), currently \$34,720 - \$52,080 annually for a 1-person household. (Maximum allowable rent: \$930/month - \$1,395/month)
  - Current projections set rents for all 14 of these units at \$750/month.



## Avalon Housing

- Avalon Housing was founded in 1992.
- Avalon develops, owns, and manages affordable, supportive housing and provides supportive housing services.
- We currently own and manage 388 apartments located at 29 locations—27 in Ann Arbor, 1 in Chelsea and 1 in Dexter
- We provide support services to our residents, to clients living in public housing, and to clients with rental assistance living in privately-owned units.

## Avalon & Supportive Housing

- Avalon is committed to a permanent end to homelessness for individuals and families who've had repeated episodes of homelessness. Key principles:
  - Housing First approach
  - Harm reduction for high-needs, high-risk individuals who may have an untreated mental illness or may be actively using drugs or alcohol
  - Focus on self-determination



## Avalon & Supportive Housing (continued)

- Avalon provides a wide range of support services. All Avalon services, policies, and practices are trauma-informed. Services include:
  - Individual case management and crisis intervention
  - Family-based interventions/youth services
  - Substance use and recovery services
  - Peer support
  - Mental health and chronic disease management
  - Older adult support services
  - Home health aides
  - Criminal legal system
  - Care coordination with MI Community Care (MiCC)
  - Food assistance: Coordination with SOS/Food Gatherers





AVALON HOUSING

Thank you!

1327 Jones Dr., Suite 102  
Ann Arbor, MI 48105  
734-663-5858

Wendy Carty-Saxon, Director of Real Estate Development  
[wcarty-saxon@avalonhousing.org](mailto:wcarty-saxon@avalonhousing.org)

Michael Appel, Senior Developer  
[mappel@avalonhousing.org](mailto:mappel@avalonhousing.org)



**CITY OF YPSILANTI**  
**Community Benefits Ordinance Ad Hoc Committee -**  
**206 N. Washington MEETING**  
**Thursday, July 20, 2023 @ 6:00 PM**  
**Council Chambers**  
**One South Huron, Ypsilanti, MI 48197**

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**I. CALL TO ORDER**

**II. ROLL CALL**

Erin Bultema  
Katherine Layton  
Yvonne Cudney  
Jason Cloutier  
Jenny Rose Ryan  
Charlene Weir  
Hayden Pendergrass  
Marie St. Peter

**III. AGENDA APPROVAL**

**IV. PUBLIC COMMENT (3 MINUTES)**

**V. COMMITTEE INTRODUCTIONS**

**VI. OPERATING PROCEDURES FOR THE COMMITTEE**

- A. Approve Committee Structure
- B. Approve Committee Rules of Operation

**VII. REVIEW PROJECT HISTORY & DOCUMENTS / DISCUSSION**

<https://cityofypsilanti.com/888/206-N-Washington>

- A. [Community Benefits Ordinance](#)
- B. [Project Timeline and Actions](#)
- C. [PILOT Information at City Council Meeting](#)
- D. [Avalon Housing's Presentation at the Community Benefits Ordinance Kick-Off Meeting](#)

**VIII. COMMUNITY BENEFITS**

[206 N Washington CBO Guide](#)

**IX. COMMITTEE PROPOSED BUSINESS**

**X. COMMUNICATION**

A. Next Meeting - August 9, 2023 - 6 pm - 8 pm

B. Additional Meeting Dates/Times

**XI. ADJOURNMENT**



# **ACTION MINUTES**

## **206-210 N Washington**

### **Community Benefits Kickoff Meeting**

**6:00 PM - Tuesday, June 13, 2023**  
Council Chambers

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The 206-210 N Washington Community Benefits Kickoff Meeting of the City of Ypsilanti was called to order on Tuesday, June 13, 2023, at 6:00 PM, in the Council Chambers.

#### **I CALL TO ORDER**

**Council Member Evan Sweet Council the meeting to order at 6:00 pm**

#### **II INTRODUCTION OF PROJECT**

*(5 minutes)*

#### **III PROJECT DETAILS**

*(20-30 minutes)*

#### **IV COMMUNITY QUESTIONS**

**five members of the community spoke**

#### **V COMMUNITY DISCUSSION**

**Sixteen members of the community spoke**

#### **VI COMMITTEE NOMINATIONS**

**Four members in attendance submitted applications to sit on the committee.**

#### **VII CLOSING**

**The meeting adjourned at 7:23 pm**

On December 5, 2022, the Zoning Board of Appeals approved the request for three variances—one related to supportive housing and two related to parking.

On January 10, 2023, the HDC found Avalon’s demolition application complete.

On February 14, 2023, the HDC approved demolishing the three-story apartment building and the attached one-story office.

On February 15, 2023, the Planning Commission approved with conditions the Site Plan Review and Special Use Permit for Residential Housing at the site. I believe a revised plan set showing that these conditions have been met still needs to be submitted.



## REQUEST FOR LEGISLATION

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

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**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

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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

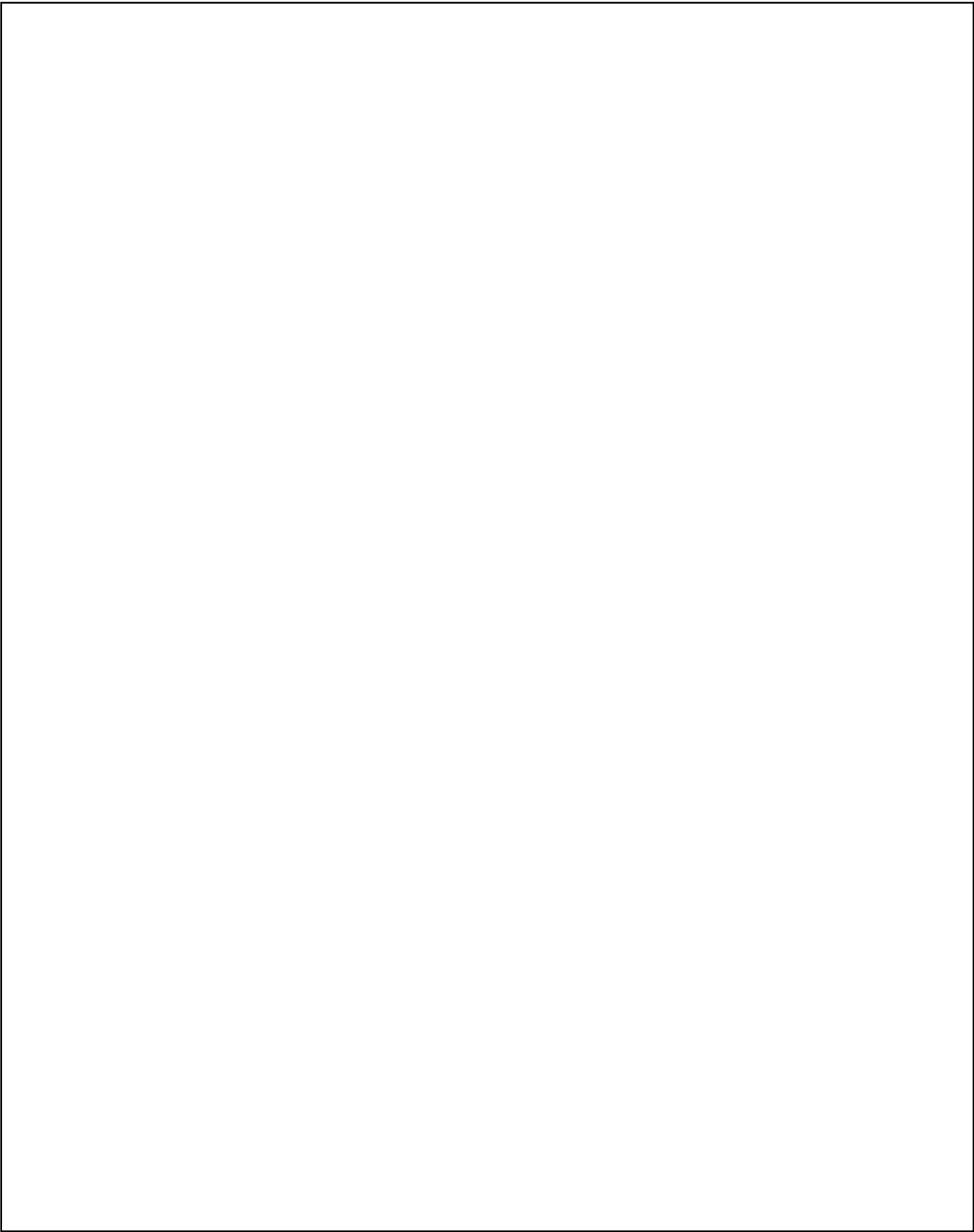
Notice Published:

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 |

| <b>DEVELOPMENT BUDGET</b>      | TOTAL<br>COST     | PER UNIT<br>COST |
|--------------------------------|-------------------|------------------|
| <b>Acquisition</b>             |                   |                  |
| Land and building              | \$ 105,000        | \$4,773          |
| <b>TOTAL ACQUISITION COSTS</b> | <b>\$ 105,000</b> | <b>\$4,773</b>   |

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

|                                                     |                     |                  |
|-----------------------------------------------------|---------------------|------------------|
| <b>III. Soft Costs</b>                              |                     |                  |
| 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              |
| <b>TOTAL SOFT COSTS:</b>                            | <b>\$ 2,348,008</b> | <b>\$106,728</b> |
| <b>TOTAL DEVELOPMENT COSTS (I+II+III)</b>           | <b>\$ 8,727,055</b> | <b>\$396,684</b> |

|                                           |                     |                  |
|-------------------------------------------|---------------------|------------------|
| <b>SOURCES OF FINANCING</b>               |                     |                  |
| 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              |
| <b>TOTAL</b>                              | <b>\$ 8,727,055</b> | <b>\$396,684</b> |
| 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    |
|----------------------------------|-----------|-----------|-----------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| <b>INCOME</b>                    |           |           |           |            |            |            |            |            |            |            |            |            |            |            |            |            |
| 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  |
| <b>EXPENSES</b>                  |           |           |           |            |            |            |            |            |            |            |            |            |            |            |            |            |
| 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        | \$0        |
| Deferred Fee Owed                | \$0       | \$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        | \$0        |
| Deferred Fee Balance             | \$0       | \$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 .<br>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 |

## **206 N Washington CBO Guide**

The proposed Avalon development at 206 N Washington is considered a Tier 2 Project defined as any project, development, or redevelopment in which the developer is requesting public support in the form of a financial incentive in an amount greater than \$250,000.00 or in the form of the sale or lease of city-owned land.

Tier 2 Projects must comply with all of the requirements of tier 1 projects and provide for at least two community benefits contained in section 30-515(b) of this division. Projects may provide for direct funding, to the City of Ypsilanti or other relevant stakeholders, for the purposes of meeting community benefits requirements.

The following is a non-exhaustive list of potential community benefits that could be included in a community benefits agreement:

(a) Tier 1:

(1) Providing, either on-site or off-site, additional recreational activities, parks, open space, public service enhancements, or public infrastructure improvements for the City of Ypsilanti and its residents. This includes public transportation services and infrastructure.

(2) Incorporation of green or sustainable energy elements into the project or the promotion of such investments throughout the city.

(3) Unbundling of construction work into bid sizes that will allow local small businesses level competition, without restricting the project timelines. Assistance with access to bonding, lending, insurance, access to capital, procurement, and other types of capacity-related assistance where necessary and when available.

(b) Tier 2:

(1) Work with Michigan Works, the SBDC, and other similarly situated organizations to help provide training, development, and preparation for potential contractual and hiring opportunities for local small businesses, minority-owned business enterprises, women-owned business enterprises, and other relevant business organizations and chambers.

(2) Providing or supporting educational and/or mentoring activities that provide or enhance employment opportunities for local residents and youth through the Ypsilanti Community Schools, Washtenaw Community College, or other educational programs.

(3) Creation or financial support of, either on-site or off-site, mixed or low-income housing units.

The Ypsilanti City Council has the discretion to approve a community benefits agreement that provides for one or more community benefit not described in section 30-515 of this division in substitution for one or more community benefit that is so described. If exercising its discretion under this section, city council shall determine under which tier in section 30-515 the alternative community benefit would qualify. City council may accept, reject, or amend a proposed community benefits agreement by resolution.

The following procedure is required for the development of community benefits agreements for all projects.

*(a) The department shall coordinate with the developer and interested councilmembers to call and hold a community participation meeting, which shall be chaired by an interested councilmember. The purpose of this meeting shall be to inform the community about the project and to allow the community to discuss potential community benefits. Particularly, the scope of the request for public support, the information discussed in section 30-526 of this division, and the provisions and procedures of this article shall be shared with the community. There shall be time at this meeting for those present to ask questions, discuss and identify among themselves potential community benefits, and recommend resident members for the ad-hoc committee discussed in section 30-527(b) of this division. Applications for appointment shall be made available for resident members of the ad-hoc committee discussed in section 30-527(b) of this division. The developer shall be present at this meeting to present information and answer questions. Notice of this meeting shall be provided as required by this division no less than 30 days in advance. This meeting shall be subject to the Open Meetings Act and its records subject to the Freedom of Information Act. If this meeting is held on a weekday, it shall not begin prior to 6:00 p.m.*

*Following the meeting, City Council will establish an Ad Hoc Committee as prescribed in part (b) of this guide on June 20th*

(b) Within 15 days of the community participation meeting discussed in section 30-527(a) of this division, city council shall establish an ad-hoc committee consisting of one interested councilmember; and five to eight residents of the City of Ypsilanti. City council shall select the interested councilmember among themselves to serve on the committee. The mayor, subject to the approval of city council, shall appoint the remaining members of the committee with at least three members being selected from those recommended at the community participation meeting identified above. In making such appointments, the mayor and city council should be guided by the relevant community interests with regard to the specific aspects of the project. Such interests could include, but are not limited to, the geographic location of the project as well as relevant demographic and socio-economic factors. Residents who have competing affiliations or interests that may result in the perception or the reality of an increased risk of bias or poor judgment in upholding the committee member responsibility to prioritize the interests of community residents should be restricted from serving on the committee. This may include current or past employment affiliated with the developer. This committee is subject to the Open Meetings Act and its records subject to the Freedom of Information Act.

(c) Once established, the city manager shall designate a staff liaison to the committee described in section 30-527(b) of this division. Additionally, the city attorney's office should be available to advise and assist the committee. The staff liaison will provide ad hoc committee members with all documentation necessary for compliance with this article, as identified in section 30-526 of this division, within 48 hours of their selection. All other documents requested by the ad hoc committee during the process should be provided within 48 hours of such requests.

*\*\*\*Once City Council establishes the Ad Hoc Committee a schedule will be published with the dates the Ad Hoc Committee shall meet as prescribed below\*\*\**

(d) After the committee described in section 30-527(b) of this division is established, it shall meet at least twice within 60 days. The purpose of these meetings is to identify community benefits mutually agreed upon with the developer and make a recommendation to city council. Within these 60 days, the committee shall provide a recommended community benefits agreement for consideration by city

council. The developer may produce and deliver a response for consideration by city council within 15 days of the issuance of the recommendation. Upon the request of the committee or the developer, respectively, city council may grant an extension to the deadlines described herein. The city manager, in his or her sole discretion, may direct employees and departments of the city to review and report to the committee concerning specific aspects of a proposed community benefits agreement. Likewise, the city manager may direct employees and departments of the city to review a recommended community benefits agreement issued by the committee and report to city council. Notice for meetings of the committee shall be provided as required by this division no less than seven days in advance.

*\*\*\*\*This is the step we are currently on\*\*\*\**

### **Project Description**

The City of Ypsilanti will provide the community information regarding a proposed development at 206-210 N. Washington. The developer, Avalon Housing, has requested a PILOT for a 22-unit affordable housing development. This request triggered Article VII, Section 30-500 of the Ypsilanti City Code which provided for the appointment of a Citizen Committee to negotiate with a Developer who has requested public support from the Community, namely in terms of a PILOT (Payment in Lieu of Taxes) of 4% of Annual Shelter Rents.

If you have any questions, please Contact Economic Development and Equity Planner Katie Jones at [kjones@cityofypsilanti.com](mailto:kjones@cityofypsilanti.com)



**CITY OF YPSILANTI**  
**Community Benefits Ordinance Ad Hoc Committee -**  
**206 N. Washington MEETING**  
**Wednesday, August 9, 2023 @ 6:00 PM**  
**Council Chambers**  
**One South Huron, Ypsilanti, MI 48197**

Page

**I. CALL TO ORDER**

**II. ROLL CALL**

Erin Bultema  
Katherine Layton  
Yvonne Cudney  
Jason Cloutier  
Jenny Rose Ryan  
Charlene Weir  
Hayden Pendergrass  
Marie St. Peter

**III. AGENDA APPROVAL**

**IV. PUBLIC COMMENT (3 MINUTES)**

**V. DISCUSSION ITEMS**

**2 - 3**

- A. Approve minutes of July 20, 2023 meeting  
[July 20, 2023 Minutes](#)
- B. Presentation & Discussion of 206 N. Washington Development

**4 - 6**

- C. Potential Community Benefits  
[206 N Washington CBO Guide](#)

**VI. COMMITTEE PROPOSED BUSINESS**

**VII. NEXT MEETING DATES**

September 6, 2023 at 6 pm  
September 13, 2023 at 6 pm

**VIII. ADJOURNMENT**



# **MINUTES**

## **Community Benefits Ordinance Ad Hoc Committee - 206 N. Washington Meeting**

**6:00 PM - Thursday, July 20, 2023**  
Council Chambers

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The Community Benefits Ordinance Ad Hoc Committee - 206 N. Washington of the City of Ypsilanti was called to order on Thursday, July 20, 2023, at 6:00 PM, in the Council Chambers, with the following members present:

**PRESENT:**

**ABSENT:**

**1 CALL TO ORDER**

**2 ROLL CALL**

Erin Bultema - Present  
Katherine Layton - Present  
Yvonne Cudney - Present  
Jason Cloutier - Present  
Jenny Rose Ryan - Present  
Charlene Weir - Absent  
Hayden Pendergrass - Present  
Marie St. Peter - Present

**3 AGENDA APPROVAL**

Yvonne Cudney moved to approve the agenda. Hayden Pendergrass seconded the motion. Agenda approved.

**4 PUBLIC COMMENT (3 MINUTES)**

**5 COMMITTEE INTRODUCTIONS**

**6 OPERATING PROCEDURES FOR THE COMMITTEE**

A. Approve Committee Structure

B. Approve Committee Rules of Operation

Katherine Layton moved that the committee operate with a majority rules structure. Erin Bultema seconded the motion. Motion passed.

**7 REVIEW PROJECT HISTORY & DOCUMENTS / DISCUSSION**

<https://cityofypsilanti.com/888/206-N-Washington>

A. [Community Benefits Ordinance](#)

B. [Project Timeline and Actions](#)

C. [PILOT Information at City Council Meeting](#)

D. [Avalon Housing's Presentation at the Community Benefits Ordinance Kick-Off Meeting](#)

**8 COMMUNITY BENEFITS**

[206 N Washington CBO Guide](#)

**9 COMMITTEE PROPOSED BUSINESS**

**10 COMMUNICATION**

A. Next Meeting - August 9, 2023 - 6 pm - 8 pm

B. Additional Meeting Dates/Times

Jason Cloutier moved to extend the CBO ad hoc committee for 206 N. Washington an additional 30 days to meet. Hayden Pendegrass seconded the motion. Motion passed.

**11 ADJOURNMENT**

The meeting Adjourned at 8:07 pm.

### **206 N Washington CBO Guide**

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Tier 2 Projects must comply with all of the requirements of tier 1 projects and provide for at least two community benefits contained in section 30-515(b) of this division. Projects may provide for direct funding, to the City of Ypsilanti or other relevant stakeholders, for the purposes of meeting community benefits requirements.

The following is a non-exhaustive list of potential community benefits that could be included in a community benefits agreement:

(a) Tier 1:

(1) Providing, either on-site or off-site, additional recreational activities, parks, open space, public service enhancements, or public infrastructure improvements for the City of Ypsilanti and its residents. This includes public transportation services and infrastructure.

(2) Incorporation of green or sustainable energy elements into the project or the promotion of such investments throughout the city.

(3) Unbundling of construction work into bid sizes that will allow local small businesses level competition, without restricting the project timelines. Assistance with access to bonding, lending, insurance, access to capital, procurement, and other types of capacity-related assistance where necessary and when available.

(b) Tier 2:

(1) Work with Michigan Works, the SBDC, and other similarly situated organizations to help provide training, development, and preparation for potential contractual and hiring opportunities for local small businesses, minority-owned business enterprises, women-owned business enterprises, and other relevant business organizations and chambers.

(2) Providing or supporting educational and/or mentoring activities that provide or enhance employment opportunities for local residents and youth through the Ypsilanti Community Schools, Washtenaw Community College, or other educational programs.

(3) Creation or financial support of, either on-site or off-site, mixed or low-income housing units.

The Ypsilanti City Council has the discretion to approve a community benefits agreement that provides for one or more community benefit not described in section 30-515 of this division in substitution for one or more community benefit that is so described. If exercising its discretion under this section, city council shall determine under which tier in section 30-515 the alternative community benefit would qualify. City council may accept, reject, or amend a proposed community benefits agreement by resolution.

The following procedure is required for the development of community benefits agreements for all projects.

*(a) The department shall coordinate with the developer and interested councilmembers to call and hold a community participation meeting, which shall be chaired by an interested councilmember. The purpose of this meeting shall be to inform the community about the project and to allow the community to discuss potential community benefits. Particularly, the scope of the request for public support, the information discussed in section 30-526 of this division, and the provisions and procedures of this article shall be shared with the community. There shall be time at this meeting for those present to ask questions, discuss and identify among themselves potential community benefits, and recommend resident members for the ad-hoc committee discussed in section 30-527(b) of this division. Applications for appointment shall be made available for resident members of the ad-hoc committee discussed in section 30-527(b) of this division. The developer shall be present at this meeting to present information and answer questions. Notice of this meeting shall be provided as required by this division no less than 30 days in advance. This meeting shall be subject to the Open Meetings Act and its records subject to the Freedom of Information Act. If this meeting is held on a weekday, it shall not begin prior to 6:00 p.m.*

*Following the meeting, City Council will establish an Ad Hoc Committee as prescribed in part (b) of this guide on June 20th*

(b) Within 15 days of the community participation meeting discussed in section 30-527(a) of this division, city council shall establish an ad-hoc committee consisting of one interested councilmember; and five to eight residents of the City of Ypsilanti. City council shall select the interested councilmember among themselves to serve on the committee. The mayor, subject to the approval of city council, shall appoint the remaining members of the committee with at least three members being selected from those recommended at the community participation meeting identified above. In making such appointments, the mayor and city council should be guided by the relevant community interests with regard to the specific aspects of the project. Such interests could include, but are not limited to, the geographic location of the project as well as relevant demographic and socio-economic factors. Residents who have competing affiliations or interests that may result in the perception or the reality of an increased risk of bias or poor judgment in upholding the committee member responsibility to prioritize the interests of community residents should be restricted from serving on the committee. This may include current or past employment affiliated with the developer. This committee is subject to the Open Meetings Act and its records subject to the Freedom of Information Act.

(c) Once established, the city manager shall designate a staff liaison to the committee described in section 30-527(b) of this division. Additionally, the city attorney's office should be available to advise and assist the committee. The staff liaison will provide ad hoc committee members with all documentation necessary for compliance with this article, as identified in section 30-526 of this division, within 48 hours of their selection. All other documents requested by the ad hoc committee during the process should be provided within 48 hours of such requests.

*\*\*\*Once City Council establishes the Ad Hoc Committee a schedule will be published with the dates the Ad Hoc Committee shall meet as prescribed below\*\*\**

(d) After the committee described in section 30-527(b) of this division is established, it shall meet at least twice within 60 days. The purpose of these meetings is to identify community benefits mutually agreed upon with the developer and make a recommendation to city council. Within these 60 days, the committee shall provide a recommended community benefits agreement for consideration by city

council. The developer may produce and deliver a response for consideration by city council within 15 days of the issuance of the recommendation. Upon the request of the committee or the developer, respectively, city council may grant an extension to the deadlines described herein. The city manager, in his or her sole discretion, may direct employees and departments of the city to review and report to the committee concerning specific aspects of a proposed community benefits agreement. Likewise, the city manager may direct employees and departments of the city to review a recommended community benefits agreement issued by the committee and report to city council. Notice for meetings of the committee shall be provided as required by this division no less than seven days in advance.

*\*\*\*\*This is the step we are currently on\*\*\*\**

**Project Description**

The City of Ypsilanti will provide the community information regarding a proposed development at 206-210 N. Washington. The developer, Avalon Housing, has requested a PILOT for a 22-unit affordable housing development. This request triggered Article VII, Section 30-500 of the Ypsilanti City Code which provided for the appointment of a Citizen Committee to negotiate with a Developer who has requested public support from the Community, namely in terms of a PILOT (Payment in Lieu of Taxes) of 4% of Annual Shelter Rents.

If you have any questions, please Contact Economic Development and Equity Planner Katie Jones at [kjones@cityofypsilanti.com](mailto:kjones@cityofypsilanti.com)

# Affordable Housing Subsidies & Avalon Properties

(prepared for Ypsilanti CBO Committee 8/7/23)



# Rental Subsidies

## Definitions

**HUD Subsidized Housing:** Also known as government-subsidized housing, this is a general term used to refer to any housing paid for in part by the local, state, or federal government. Subsidized housing allows the tenant to pay rent that is less than market rent – often based on a percentage of the tenant's income.

**HUD Subsidized Rent:** The rent is based on income, and the local housing authority or HUD pays the remaining portion. A resident pays 30 percent of their monthly income on rent. Each resident in a subsidized unit must be recertified annually to determine continued eligibility for the program. If a household's income changes, they must let the proper authority know for the rent amount to adjust accordingly.

**Market Rent:** These apartments are the same as renting an apartment through a private landlord. The landlord sets the rents at market rate units based on how much the unit is worth in the market (i.e., units that are not subsidized or discounted).

**Below-Market Rent:** Housing where rents are lower than market rent. Rent is generally based on a specified percentage of the area's median income, and a tenant may have to be within a specific income range to live there.

# Rental Subsidies @ Avalon

- **Project Based Vouchers (~30% Income)**
  - Subsidy attached to a unit within Avalon housing stock
- **Tenant Based Vouchers (~30% Income)**
  - Subsidy attached to the individual that is placed on a unit that does not have another subsidy tied to it
- **Base Rent Units (Self-Paid)**
  - When clients do not have access to a subsidy, rental amount is set to “Avalon Base Rent”

# Avalon Properties

**1. 201 W. William St.**

1925 wood frame house.  
Acquired 1992.  
6 efficiency apartments.



**2. 532 N. Main St.**

1900 brick house.  
Acquired 1992.  
1 one-bedroom apartment & 6 sleeping rooms.



**3. 518, 520, 522 S. Division St.**

1900, 1910 & 1930 wood frame houses.  
Acquired 1993.  
10 sleeping rooms & 3 efficiencies & 2 one-bedroom apartments & 1 two-bedroom apartments.



**4. 211 E. Davis St.**

1940 concrete and stucco building.  
Acquired 1994.  
14 efficiency apartments & 1 one-bedroom  
Pilot Light tenants organization unit.



**5. Stimson Apartments**

1959 & 1960 wood frame and brick veneer  
buildings.  
Acquired 1994.  
18 one-bedroom units & 5 two-bedroom units



**6. 610 W. Summit**

1900 wood frame house.  
Acquired 1995.  
5 efficiency apartments & 1 one-bedroom  
apartment



# Avalon Properties

## 7. 125 & 127 Allen

1963 block and wood frame duplexes.  
Acquired 1995/6.  
4 two-bedroom apartments.



## 8. 1217 W. Huron

1869 wood frame house.  
Acquired 1996.  
5 efficiency apartments & 2 one-bedroom apartments.



## 9. 115 & 119 N. Glendale

1963 block and wood frame duplexes.  
Acquired 1997.  
4 two-bedroom apartments



## 10. Arbordale Apartments

1957 wood frame and brick veneer buildings.  
Acquired 1998.  
34 one-bedroom apartments & 5 two bedroom apartments & 1 two-bedroom service provision unit



## 11. 411 N. Ashley

1900 wood frame house.  
Acquired 1998.  
6 sleeping rooms & basement service provision office space.



## 12. 1305 – 1313 Pontiac Trail

1968 wood frame & brick veneer duplexes.  
Acquired 2000.  
4 two-bedroom apartments.



# Avalon Properties

## 13. 517 W. Summit

1992 wood frame duplex.  
Acquired 2003.  
2 three-bedroom apartments.



## 14. Carrot Way Apartments

New construction wood frame buildings.  
Completion 2005.  
6 one-bedroom, 16 two-bedroom & 8 three-bedroom units with an on-site community building.



## 15. 426 S. First

1966 Two-level, wood-frame building.  
Acquired 2006.  
6 one-bedroom, 1 two-bedroom units.



## 16. 819 Third Street

1930 wood-frame brick veneer building.  
Acquired 2007.  
2 Efficiency, 4 one-bedroom units.



## 17. 1675/1677 Broadway

1928 wood-frame, brick veneer building.  
Acquired 2007.  
2 one-bedroom, 1 two-bedroom and 1 three-bedroom units



## 18. Pear St. Apartments

1960's block apartment building.  
Acquired 2008.  
20 one-bedroom apartments.



# Avalon Properties

## 19. 701 Miller

1965 wood frame apartment block with stucco veneer.  
Acquired 2011.  
22 two-bedroom units and 1 Efficiency plus a Community Center.



## 22. Sharon Ann Apartments, Chelsea

1901 wood frame triplexes.  
Acquired 2017.  
14 one-bedroom apartments, plus an onsite Community Center.



## 20. Pauline Apartments

2013 wood frame buildings.  
6 one-bedroom units, 14 two-bedroom units, and 12 three-bedroom, plus a Community Center.



## 23. 100/102 & 112/114 Glendale

Two 1960's wood frame, brick veneer duplexes.  
Acquired 2017.  
4 two-bedroom apartments.



## 21. 815/821 Gott Street

1901 wood frame triplexes.  
Acquired 2016.  
1 efficiency, 4 one-bedroom, 1 two-bedroom apartments.



## 24. 1911/1913 Dexter

One 1960's wood frame, brick veneer duplex.  
Acquired 2017.  
2 one-bedroom apartments.



# Avalon Properties

## 25. 104/106 & 124/126 Glendale

Two 1960's wood frame, brick veneer duplexes.  
Acquired 2018.

2 two-bedroom apartments and 2 three-bedroom apartments.



## 26. 108/110 Glendale

1965 wood frame, brick veneer duplex.  
Acquired 2020.

2 two-bedroom apartments.



## 29. Hilltop View Apartments

New construction, wood frame building.

8 one-bedroom units; 10 two-bedroom units; and 3 three-bedroom units, plus a Community Center and Food Pantry.



## 27. Hickory Way Apartments Phase I

New Construction wood frame building.

34 one-bedroom units, elevator and an on-site Community Center, Clinic and Fitness Area.



## 28. Hickory Way Apartments Phase II

New Construction wood frame building.

36 one-bedroom units, elevator and use of HWA I Community Center, Clinic and Fitness Area.



# Supportive Housing

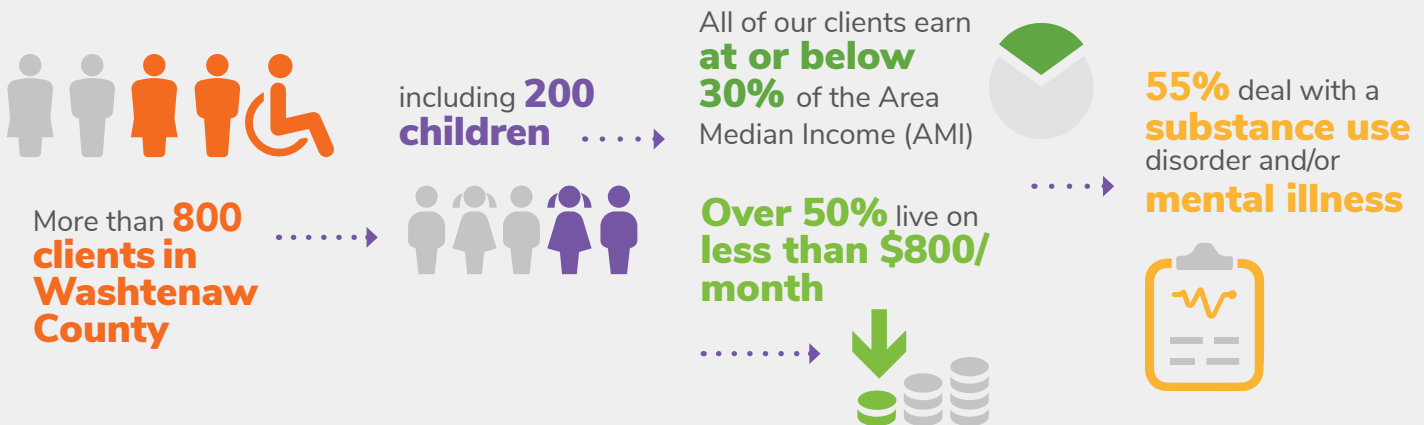
The combination of permanently **affordable housing** and **support services** that help people live more stable and productive lives.



At Avalon, housing is a basic human right. Our mission is to build healthy, safe and inclusive supportive housing communities as a long-term solution to homelessness.

A nonprofit founded in 1992, Avalon provides supportive housing for people who are homeless and who have behavioral and physical health challenges, including mental illness and substance use disorders. Today, Avalon owns and operates 388 apartments at 29 sites throughout Washtenaw County. We provide support services to our tenants and to people living in public housing or in units owned by private landlords.

## Who we serve



## How Avalon Supportive Housing works

### Housing First



We first offer housing to those who need it. We then provide a **broad array of support services** to help people stay in their homes. We practice harm reduction to engage and support people on their path to recovery. As a nonprofit real estate developer, Avalon owns and/or manages supportive housing units in Ann Arbor, Chelsea and Dexter. Properties are financed with a mix of sources, including Low Income Housing Tax Credits, federal grants and rent subsidies, to reduce debt and guarantee permanent affordability.

### Enhanced Property Management



At Avalon, our property management and services teams have the same goal – **preventing eviction**. They work together to creatively engage our tenants, support them and keep them in their homes. Our property management teams provide periodic unit inspections, payment plans, community meetings and close coordination with support services.



## Community-building



Over 29 years of experience have taught us that building community is one of the most important parts of our work. We believe in the power of community to **reduce isolation, foster hope and increase self-determination.**

Avalon has a wide range of programs to engage residents and support at-risk youth.



On-site community resource centers

Recovery groups, parenting support, financial management and enrichment programs

Food pantries

Onsite community gardens

Employment support

VOCAL (Voices of Community Advocates and Leaders) resident leadership program

Youth programs

## Supportive Housing Services

All supportive housing residents are eligible to receive a wide variety of one-on-one supports and to participate in our community programs. Individualized supports help tenants address behaviors and challenges that may lead to eviction and a return to homelessness. **Essential supports include:**

Case management: assessment, goal setting and action plans

24/7 on-call crisis response

Assistance with basic needs and maintaining a safe and healthy household

Advocacy and support with health care, substance abuse and mental health systems

Primary medical care with our Packard Health partners

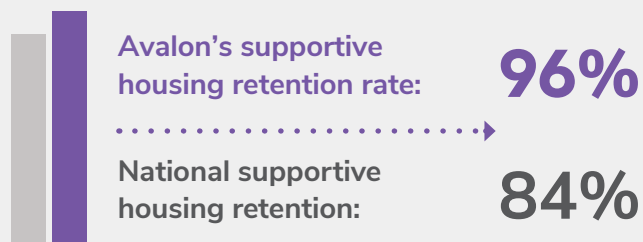
Medication management and transportation to critical appointments

Support and advocacy around parenting and child welfare issues

Peer support programs

## Impact

Supportive housing is nationally recognized as the most effective long-term solution to homelessness. The combination of affordable housing and support services prevents evictions, increases stability and provides opportunities for recovery. With greater stability, people have the chance to realize their full potential.



**"No one wants to be homeless. Supportive Housing works." CSH**



**AVALON HOUSING**

1327 Jones Drive, Suite 102  
Ann Arbor, MI 48105



(734) 663-5858



info@avalonhousing.org



@AvalonHousing



avalonhousing.org



**CITY OF YPSILANTI**  
**Community Benefits Ordinance Ad Hoc Committee -**  
**206 N. Washington MEETING**  
**Wednesday, September 6, 2023 @ 6:00 PM**  
**Council Chambers**  
**One South Huron, Ypsilanti, MI 48197**

Page

**I. CALL TO ORDER**

**II. ROLL CALL**

Erin Bultema  
Katherine Layton  
Yvonne Cudney  
Jason Cloutier  
Jenny Rose Ryan  
Charlene Weir  
Hayden Pendergrass  
Marie St. Peter

**III. AGENDA APPROVAL**

**IV. PUBLIC COMMENT (3 MINUTES)**

**V. DISCUSSION ITEMS**

**2 - 3**

- A. Approve Minutes  
[August 9, 2023 - Minutes](#)
- B. Discuss Community Benefits

**VI. COMMITTEE PROPOSED BUSINESS**

**VII. ADJOURNMENT**



# MINUTES

## Community Benefits Ordinance Ad Hoc Committee - 206 N. Washington Meeting

6:00 PM - Wednesday, August 9, 2023  
Council Chambers

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### 1. CALL TO ORDER

### 2. ROLL CALL

Erin Bultema - Present  
Katherine Layton - Present  
Yvonne Cudney - Present  
Jason Cloutier - Present  
Jenny Rose Ryan - Present  
Charlene Weir - Absent  
Hayden Pendergrass - Present  
Marie St. Peter - Absent

### 3. AGENDA APPROVAL

Hayden Pendegrass moved to approve the agenda. Yvonne Cudney seconded the motion. Motion passed.

### 4. PUBLIC COMMENT (3 MINUTES)

### 5. DISCUSSION ITEMS

- a) Approve minutes of July 20, 2023 meeting

Jenny Rose Ryan moved to approve the minutes. Erin Bultema seconded the motion. Motion passed.

[July 20, 2023 Minutes](#)

- b) Presentation & Discussion of 206 N. Washington Development

[Avalon Housing Slides for 8.9.23 Meeting](#)  
[Supportive Housing Handout](#)

- c) Potential Community Benefits  
[206 N Washington CBO Guide](#)

**6. COMMITTEE PROPOSED BUSINESS**

**7. NEXT MEETING DATES**

September 6, 2023 at 6 pm  
September 13, 2023 at 6 pm

**8 ADJOURNMENT**

Yvonne motioned to adjourn the meeting at 7:48 pm. Erin Bultema seconded the motion. Motion passed to adjourn at 7:48 pm.



**CITY OF YPSILANTI**  
**Community Benefits Ordinance Ad Hoc Committee -**  
**206 N. Washington MEETING**  
**Wednesday, September 13, 2023 @ 6:00 PM**  
**Council Chambers**  
**One South Huron, Ypsilanti, MI 48197**

Page

**I. CALL TO ORDER**

**II. ROLL CALL**

Erin Bultema  
Katherine Layton  
Yvonne Cudney  
Jason Cloutier  
Charlene Weir  
Hayden Pendergrass  
Marie St. Peter

**III. AGENDA APPROVAL**

**IV. PUBLIC COMMENT (3 MINUTES)**

**V. APPROVAL OF MINUTES**

**2 - 3**

A. Minutes  
[September 6, 2023 - Minutes](#)

**VI. COMMUNITY BENEFITS**

A. Recap of Community Benefits Agreement Process

**4 - 6**

B. Discussion of CBA Recommendations & Additions  
[Community Benefits Agreement 206 Washington Draft](#)

C. Next Steps

**VII. SECOND PUBLIC COMMENT (3 MINUTES)**

**VIII. ADJOURNMENT**



# **MINUTES**

## **Community Benefits Ordinance Ad Hoc Committee - 206 N. Washington Meeting**

**6:00 PM - Wednesday, September 6, 2023**  
Council Chambers

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The Community Benefits Ordinance Ad Hoc Committee - 206 N. Washington of the City of Ypsilanti was called to order on Wednesday, September 6, 2023, at 6:00 PM, in the Council Chambers, with the following members present:

**PRESENT:** Katherine Layton, Yvonne Cudney, Jason Cloutier, Hayden Pendergrass,  
Marie St. Peter - Left at 7 pm

**ABSENT:** Erin Bultema, Charlene Weir

**1 CALL TO ORDER**

**2 ROLL CALL**

**3 AGENDA APPROVAL**

Yvonne Cudney moved to approve the agenda. Hayden Pendegrass seconded the motion. Motion passed.

**4 PUBLIC COMMENT (3 MINUTES)**

**5 DISCUSSION ITEMS**

**a) Approve Minutes**

Katherine Layton moved to approve the minutes and Hayden Pendegrass seconded the motion. Motion passed.

**b) Discuss Community Benefits**

Jason Cloutier motioned to add a second public comment before the committee voted on any community benefits. Katherine Layton seconded the motion. Motion passed.

Yvonne Cudney motioned to approve the following benefits:

1) Avalon will affirmatively market the units at 206 N. Washington St. so that populations that often find it difficult to obtain affordable and supportive housing will have access to these units including seniors.

2) Avalon will affirmatively market and prioritize the units at 206 N. Washington St. to previously incarcerated individuals.

3) Avalon will lose the Pilot on an individual unit if the tenant has a higher income than 60% AMI for that calendar year.

4) Avalon will commit itself to continuing its mission by using its guiding principles throughout the duration of the PILOT.

5) Avalon will collaborate with community partners to offer appropriate programs that are available to the wider community in the community space at 206 N. Washington St.

6) Avalon shall commit to Green Standards included in its County HOME agreement and in its MSHDA agreement, including Enterprise Green Communities and National Green Building Standards

7) Should an excess of funding exist after the project is complete, then Avalon will use any additional funds to add renewable components to the building (solar; etc.)

Hayden Pendegrass seconded the motion. Motion passed.

## **6 COMMITTEE PROPOSED BUSINESS**

## **7 ADJOURNMENT**

Jason Cloutier motioned to adjourn the meeting. Yvonne Cudney seconded the motion. Motion Passed. The meeting adjourned at 8:06 p.m.

206 North Washington Street, Ypsilanti, MI 48197

### Community Benefit Agreement

This agreement is made by and between the City of Ypsilanti, a Michigan Home Rule City of 1 South Huron Street, Ypsilanti, MI (City) and Avalon Housing a Michigan Nonprofit Corporation of 1327 Jones Dr. Ann Arbor MI 48105 (Avalon), collectively the parties.

### Background

The City acquired property at 206 N. Washington, Ypsilanti Mi, 48197 that consists of an older burned-out multi-unit apartment building. The City is interested in providing affordable housing and requested proposals to rehabilitate the building for that purpose. Avalon provided a proposal that was approved by the City. After due diligence inspection by experts Avalon determined that the building cannot be reasonably saved and provided a new proposal for a new building. The City accepted the new proposal and agreed to sell the property to Avalon to develop affordable housing in a new building. (The Project)

The City agreed to a Payment in Lieu of Taxes ordinance for Avalon and The Project.

Avalon has been pursuing The Project and actively seeking funding.

The City and Avalon have agreed that the City form a citizen's ad-hoc "Community Benefits Committee" to discuss items of local concern with Avalon, and Avalon has agreed to work with the committee to include items in a contract that are mutually agreeable to City and Avalon concerning The Project.

Avalon and the Citizen's Community Benefits Committee have met and discussed the issues and agree to set down their agreements in this contract and agreement.

Avalon and the City further agree that this Agreement will be binding between the City and a future Limited Dividend Housing Association owner of the property affiliated with Avalon.

### Agreement

This agreement by and between the parties sets forth expectations of the parties as to some legal requirements of The Project, but shall not be interpreted and shall not relax or eliminate any provision of the City Code of Ordinances, the Building Code or any other related codes.

Avalon agrees to provide the following community benefits to the City as part of The Project. The community benefits shall be a legal responsibility of Avalon and may be legally enforced by the City.

Avalon agrees to:

- Avalon will affirmatively market the units at 206 N. Washington St. so that populations that often find it difficult to obtain affordable and supportive housing will have access to these units including seniors and others identified in the Project's Affirmative Fair Marketing Housing Plan.
- Avalon will affirmatively market and prioritize supportive housing units at 206 N. Washington St. to previously incarcerated individuals, consistent with the local Coordinated Entry process.
- Avalon will lose the PILOT on an individual unit for a year if the tenant has an income that exceeds 60% AMI .
- Avalon will commit itself to continuing its mission by using its guiding principles throughout the duration of the PILOT.
- Avalon will collaborate with community partners to offer appropriate programs that are available to the wider community in the community space at 206 N. Washington St.
- Avalon shall commit to Green Standards included in its County HOME agreement and in its MSHDA agreement, including Enterprise Green Communities and/or National Green Building Standards
- Should an excess of development funding exist after the project is complete, then Avalon will use any additional funds to add renewable components to the building (solar; etc.)

So Agreed.



# MINUTES

## Community Benefits Ordinance Ad Hoc Committee - 206 N. Washington Meeting

6:00 PM - Wednesday, September 13, 2023  
Council Chambers

---

The Community Benefits Ordinance Ad Hoc Committee - 206 N. Washington of the City of Ypsilanti was called to order on Wednesday, September 6, 2023, at 6:00 PM, in the Council Chambers, with the following members present:

**PRESENT:** Katherine Layton, Yvonne Cudney, Jason Cloutier, Hayden Pendergrass, Erin Bultema

**ABSENT:** Charlene Weir

### 1 CALL TO ORDER

### 2 ROLL CALL

### 3 AGENDA APPROVAL

Hayden Pendegrass moved to approve the agenda. Yvonne Cudney seconded the motion. Motion passed.

### 4 PUBLIC COMMENT (3 MINUTES)

### 5 DISCUSSION ITEMS

#### a) Approve Minutes

Yvonne Cudney moved to approve the minutes and Hayden Pendegrass seconded the motion. Motion passed.

#### b) Discuss Community Benefits

Yvonne Cudney motioned to approve the following benefits:

1) The City of Ypsilanti will amend Chapter 58 of the Human Relations Commission to further focus on housing affordability and accessibility.

2) The City of Ypsilanti will readopt a Community Benefits Ordinance

3) That for this pilot and subsequent pilots of this development this CBA will be readopted.

Katherine Layton seconded the motion.

Erin Bultema - Yes  
Katherine Layton - Yes  
Yvonne Cudney - Yes  
Jason Cloutier - Yes  
Charlene Weir - Absent  
Hayden Pendegrass - Yes  
Marie St. Peter - Absent

Motion passed.

Erin Bultema motioned to remove the third benefit above as City Manager Hellenga clarified that the pilot would follow along with the property at 206 N. Washington.  
Yvonne Cudney Seconded the motion.

Erin Bultema - Yes  
Katherine Layton - Yes  
Yvonne Cudney - Yes  
Jason Cloutier - Abstained from the Vote  
Charlene Weir - Absent  
Hayden Pendegrass - Yes  
Marie St. Peter - Absent

Motion passed.

Hayden Pendegrass moved to edit the benefit approved from the last meeting: Avalon will commit itself to continuing its mission by using its guiding principles throughout the duration of the PILOT. To say: Avalon will commit itself to continuing its mission and values throughout the duration of the PILOT. Yvonne Cudney seconded the motion.  
Motion passed.

Jason Cloutier moved that a community benefit will be that Avalon will install a bench in the front of the property.  
Katherine Layton seconded the motion.

Erin Bultema - Yes  
Katherine Layton - Yes  
Yvonne Cudney - Abstain  
Jason Cloutier - Yes  
Charlene Weir - Absent  
Hayden Pendegrass - Yes  
Marie St. Peter - Absent

Motion passed.

Katherine Layton motioned to approve that a community benefit will be that Avalon will maximize the use of the historic outbuildings for community benefits as space permits. Jason Cloutier seconded the motion.

Erin Bultema - Yes  
Katherine Layton - Yes  
Yvonne Cudney - Abstain  
Jason Cloutier - Yes  
Charlene Weir - Absent  
Hayden Pendegrass - Yes  
Marie St. Peter - Absent

Motion Passed.

The committee agreed that Katherine Layton, Jason Cloutier, and Hayden Pendegrass will present to council.

Meeting adjourned at 8:23 pm.

206 North Washington Street, Ypsilanti, MI 48197

## Community Benefit Agreement

This agreement is made by and between the City of Ypsilanti, a Michigan Home Rule City of 1 South Huron Street, Ypsilanti, MI (City) and Avalon Housing a Michigan Nonprofit Corporation of 1327 Jones Dr. Ann Arbor MI 48105 (Avalon), collectively the parties.

### Background

The City acquired property at 206 N. Washington, Ypsilanti Mi, 48197 that consists of an older burned-out multi-unit apartment building. The City is interested in providing affordable housing and requested proposals to rehabilitate the building for that purpose. Avalon provided a proposal that was approved by the City. After due diligence inspection by experts Avalon determined that the building cannot be reasonably saved and provided a new proposal for a new building. The City accepted the new proposal and agreed to sell the property to Avalon to develop affordable housing in a new building. (The Project)

The City agreed to a Payment in Lieu of Taxes ordinance for Avalon and The Project.

Avalon has been pursuing The Project and actively seeking funding.

The City and Avalon have agreed that the City form a citizen's ad-hoc "Community Benefits Committee" to discuss items of local concern with Avalon, and Avalon has agreed to work with the committee to include items in a contract that are mutually agreeable to City and Avalon concerning The Project.

Avalon and the Citizen's Community Benefits Committee have met and discussed the issues and agree to set down their agreements in this contract and agreement.

Avalon and the City further agree that this Agreement will be binding between the City and a future Limited Dividend Housing Association owner of the property affiliated with Avalon.

### Agreement

This agreement by and between the parties sets forth expectations of the parties as to some legal requirements of The Project, but shall not be interpreted and shall not relax or eliminate any provision of the City Code of Ordinances, the Building Code or any other related codes, regulations or laws.

Avalon agrees to provide the following community benefits to the City as part of The Project. The community benefits shall be a legal responsibility of Avalon and may be legally enforced by the City.

Avalon agrees to:

- Avalon will affirmatively market the units at 206 N. Washington St. so that populations that often find it difficult to obtain affordable and supportive housing will have access to these units including seniors and others identified in the Project's Affirmative Fair Marketing Housing Plan.
- Avalon will affirmatively market and prioritize supportive housing units at 206 N. Washington St. to previously incarcerated individuals, consistent with the local Coordinated Entry process.
- Avalon will lose the PILOT on an individual unit for a year if the tenant has an income that exceeds 60% AMI.
- Avalon will commit itself to continuing its mission throughout the duration of the PILOT.
- Avalon will collaborate with community partners to offer appropriate programs that are available to the wider community in the community room at 206 N. Washington St.
- Avalon shall commit to Green Standards included in its County HOME agreement and in its MSHDA agreement, including Enterprise Green Communities and/or National Green Building Standards
- Should an excess of funding exist after the project is complete, then Avalon will use any additional funds to add renewable components to the building (solar; etc.)
- Avalon agrees to assist its residents in acquiring a residential street parking pass, with proof of vehicle ownership.
- Avalon will install a bench in the front of the property.
- Avalon will maximize the use of the historic outbuildings for community benefit as space permits, subject to historic district restrictions, if any.

The City agrees to:

- Maintain the 4% PILOT on 206 N. Washington St. for the length of this agreement.
- Amend Chapter 58 of the Human Relations Commission to further focus on housing affordability and accessibility, however, failure of the City to amend Chapter 58 shall not limit the project's ability to receive a PILOT.
- Readopt a Community Benefits Ordinance, however, failure of the City to readopt a Community Benefits Ordinance shall not limit the project's ability to receive a PILOT

So, Agreed.

Dated: \_\_\_\_\_ 2023

Avalon Housing a Michigan Nonprofit Corporation

By: \_\_\_\_\_

City of Ypsilanti

By: \_\_\_\_\_

Nicole Brown, Mayor

By: \_\_\_\_\_

Aaron Smith, Interim City Clerk

Approved as to form:

\_\_\_\_\_

John M. Barr, Ypsilanti City Attorney





Resolution No. 2023-209  
November 7, 2023

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

THAT the public hearing to consider adopting a Community Benefits Agreement for 206 N. Washington be officially closed.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:



Resolution No. 2023-210  
November 7, 2023

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

That the following items be approved:

1. Resolution No. 2023-211, approving the minutes of the October 17, 2023, City Council meeting.
2. Resolution No. 2023-212, approving the bylaws of the Parks and Arts Commission.
3. Resolution No. 2023-213, approving Ordinance 1421, an ordinance entitled, "Removing the Open Meetings Act Requirements from the Ypsilanti Police Advisory Commission."  
**(Second reading)**
4. Resolution No. 2023-214, approving an updated Memo of Understanding for Overnight Shelter at St. Luke's.
5. Resolution No. 2023-215, approving Bonnie Wessler and Gary Burchwell as WRRMA delegate and alternate.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:



Resolution No. 2023-211  
November 7, 2023

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

THAT the minutes of the October 17th, 2023, City Council Meeting be approved.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:



**ACTION MINUTES  
REGULAR COUNCIL MEETING Meeting  
7:00 PM - Tuesday, October 17, 2023  
Council Chambers  
One South Huron, Ypsilanti, MI 48197**

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**I. CALL TO ORDER**

The meeting was called to order at 7:01 PM.

**II. ROLL CALL**

**Present:** Mayor Nicole Brown, Mayor Pro-Tem Steven Wilcoxon, Council Member Me'chelle King, Council Member Evan Sweet, Council Member Roland Tooson, Council Member Desirae Simmons, Council Member Jennifer Symanns.

**Absent:** None.

**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**

**Council Member J. Symanns moved to approve the agenda, seconded by Council Member Sweet. On a voice vote, the motion carried.**

**Yes - 7, No - 0**

**V. PUBLIC COMMENT (3 MINUTES)**

One member of the public made comments.

**VI. PRESENTATIONS**

- A. Amy Cell City Manager Search**

**VII. ORDINANCES FIRST READING**

- A. Ordinance 1421, an ordinance entitled, "Removing Open Meetings Act requirements from the Ypsilanti Police Advisory Commission."**

- 1. Resolution 2023-197, Determination.**
- 2. Public Hearing.**
- 3. Resolution 2023-198, Closing the public hearing.**

One member of the public made comments.

Council Member King moved to approve Resolution 2023-198, closing the public hearing for an ordinance entitled, "Removing Open Meetings Act requirements from the Ypsilanti Police Advisory Commission." Council Member D. Simmons seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Jennifer Symanns, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown

No: 0 None

Absent: (0)

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

**that the public hearing to consider an ordinance entitled, "Removing the Open Meetings Act Requirements from**

the Ypsilanti Police Advisory Commission" be officially closed.

Council Member King moved to approve Resolution 2023-197, approving an ordinance entitled, "Removing Open Meetings Act requirements from the Ypsilanti Police Advisory Commission," on first reading. Council Member J. Symanns seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Jennifer Symanns, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown

No: 0 None

Absent: (0)

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

that an ordinance entitled, "Removing the Open Meetings Act Requirements from the Ypsilanti Police Advisory Commission" be adopted on first reading.

**VIII. CONSENT AGENDA**

**A. Resolution 2023-199, approving the Consent Agenda.**

Council Member D. Simmons moved to approve Resolution 2023-199, approving the Consent Agenda, as presented. Mayor Pro-Tem Wilcoxen seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Jennifer Symanns, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown

No: 0 None

Absent: (0)

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

That the following items be approved:

- 1. Resolution No. 2023-200, approving the minutes of the October 3, 2023, City Council meeting.

- 2. Resolution No. 2023-201, approving the updated Early Voting Agreement.

**B. Resolution 2023-200, approving the minutes of the October 3rd, 2023 City Council Meeting.**

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

THAT the minutes of the October 3rd, 2023, City Council Meeting be approved.

**C. Resolution 2023-201, approving the updated Early Voting Agreement.**

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

- Whereas, City Council approved joining the Washtenaw County Early Voting Agreement on September 19<sup>th</sup>, 2023; and

- Whereas, the agreement has been altered to remove Ypsilanti Township as a participant; and

- Whereas, the changes to the agreement do not affect the city in any meaningful way.

- Now therefore be it resolved that

City Council approves signing the updated Early Voting Agreement with Washtenaw County.

**IX. RESOLUTIONS/MOTIONS/DISCUSSIONS**

**A. Resolution 2023-190, approving an ordinance entitled, "Troy Street Right of Way Vacation." (tabled)**

Council Member Tooson moved to untable Resolution 2023-190. Council Member J. Symanns seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Jennifer Symanns, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown

No: 0 None

Absent: (0)

Mayor Pro-Tem Wilcoxen moved to approve Resolution 2023-190, approving an ordinance entitled, "Troy Street Right of Way Vacation." Council Member Sweet seconded the motion.

Yes: (0) None

No: (7) Michelle King, Evan Sweet, Jennifer Symanns, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown

Absent: (0)

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

WHEREAS the City of Ypsilanti recognizes that Troy Street services a single-family residential area; and  
WHEREAS the City of Ypsilanti recognizes that this action creates no undue burden to traffic; and  
WHEREAS the City of Ypsilanti recognizes that vacating Troy Street is necessary to prevent traffic from traveling through the neighborhood to destinations outside the neighborhood or other safety factors such as speed of traffic, frequency of use, the size and condition of the street or alley; and  
WHEREAS this resolution to vacate Troy Street adheres to Article III: Development Procedures and Administration, Division 2: Permits, Subdivision III: Temporary Use Permits, Sec. 122-335 Requirements; and  
WHEREAS the City of Ypsilanti recognizes that the wishes and desires of the majority of the neighborhood are met by vacating Troy Street.

NOW THEREFORE BE IT RESOLVED THAT an ordinance entitled, "Troy Street Right of Way Vacation," be adopted on first reading.

**B. Resolution 2023-193, approving an updated Property Disposition Policy for city-owned properties. (tabled)**

Council Member J. Symanns moved to untable Resolution 2023-193. Council Member Tooson seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Jennifer Symanns, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown

No: 0 None

Absent: (0)

Council Member Sweet moved to approve Resolution 2023-193 approving an updated Property Disposition Policy for city-owned properties, as presented. Mayor Pro-Tem Wilcoxon seconded the motion.

Yes: (6) Evan Sweet, Jennifer Symanns, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown

No: 0 None

Abstain: (1) Michelle King

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

Whereas, The City of Ypsilanti has an interest in selling vacant properties and increasing the number of taxable properties within the City

Whereas, the city has a current Property Disposition Policy to sell vacant Residential and Commercial properties, and

Whereas, the policy needed to be updated to be effectively implemented when there are multiple interested parties in a residential property and the internal committee reviewing interest in commercial properties to reflect staff properly.

WHEREAS, the policy also needed to be updated to effectively be implemented for staff to make up the internal committee to review interest in commercial properties

Now therefore be it resolved that the City Council of the City of Ypsilanti approve the updated Property Disposition Policy of City Owned Properties.

**C. Resolution 2023-202, approving a Memorandum of Understanding for an Overnight Shelter with the Shelter Association of Washtenaw County.**

Council Member J. Symanns moved to approve Resolution 2023-202, approving a Memorandum of Understanding for an Overnight Shelter with the Shelter Association of Washtenaw County, as presented. Council Member Tooson seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Jennifer Symanns, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown

No: 0 None

Absent: (0)

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

-

Whereas, the City of Ypsilanti recognizes the importance of an overnight warming shelter during the cold harsh winter months in Michigan and seeks to assist our most vulnerable; and

WHEREAS, the City operates the Ypsilanti Freighthouse and generates revenue to help support the ongoing maintenance and community purpose of the space; and

WHEREAS, the investment in a warming center at the Freighthouse is part of a broader strategy to prioritize community health collaboration with community partners like the Shelter Association of Washtenaw County and Ypsilanti Downtown Development Authority; and

WHEREAS, St Luke's Episcopal Church has offered to host an overnight warming shelter at 120 N Huron St, and the Shelter Association of Washtenaw County will provide operational support as detailed in the following memorandum of understanding

Now therefore be it resolved that the Ypsilanti City Council approve the Memorandum of Understanding with the Shelter Association of Washtenaw County and the City of Ypsilanti and St Luke's Episcopal Church to jointly operate an overnight warming shelter at 120 N Huron beginning in November 2023 and ending by March 2024 and authorize the Mayor and City Clerk to sign on behalf of the city. Subject to City Attorney approval.

**D. Resolution 2023-203, approving a Memorandum of Understanding for a Daytime Warming Center.**

Council Member Tooson moved to approve Resolution 2023-203, approving a Memorandum of Understanding for a Daytime Warming Center, as presented. Council Member J. Symanns seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Jennifer Symanns, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown

No: 0 None

Absent: (0)

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

Whereas, the City of Ypsilanti recognizes the importance of a warming center during the cold harsh winter months in Michigan and seeks to assist our most vulnerable; and

WHEREAS, the City operates the Ypsilanti Freighthouse and generates revenue to help support the ongoing maintenance and community purpose of the space; and

WHEREAS, the investment in a warming center at the Freighthouse is part of a broader strategy to prioritize community health collaboration with community partners like the Shelter Association of Washtenaw County and Ypsilanti Downtown Development Authority; and

Now therefore be it resolved that the Ypsilanti City Council approve the Memorandum of Understanding with the Shelter Association of Washtenaw County to support the Warming Center operation beginning in November 2023 and ending in March 2024. Subject to City Attorney approval.

**E. Resolution 2023-204, approving a one-year contract with Blue Cross Blue Shield and Blue Care Network.**

Council Member King moved to approve Resolution 2023-204, approving a one-year contract with Blue Cross Blue Shield and Blue Care Network, as presented. Mayor Pro-Tem Wilcoxon seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Jennifer Symanns, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown

No: 0 None

Absent: (0)

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

Whereas, the Council of the City of Ypsilanti deems it to be in the best interest of the City to continue to keep health care costs in line with our budget; and

Whereas, the current Blue Cross Blue Shield and Blue Care Network Plans will continue to keep health care costs in line with our budget while still offering additional benefits to the active employees and retirees that are eligible to participate.

**NOW THEREFORE BE IT RESOLVED THAT,** the Council of the City of Ypsilanti approve a one-year contract from January 1, 2024, to December 31, 2024, to offer the following Blue Cross Blue Shield and Blue Care Network benefit plans to all eligible participating employees and retirees: Community Blue PPO, Simply Blue PPO 3000, BCN HMO H.S.A., and Medicare Advantage.

**FURTHER THAT,** the Council of the City of Ypsilanti approves a one-year contract with EHIM to administer the self-funded WRAP and prescription portions of the BCBS Community Blue PPO program and coordinate all benefits and costs with Blue Cross Blue Shield of Michigan.

**F. Resolution 2023-205, approving the Opt Out Option to comply with 2011 Public Act 152.**

Council Member D. Simmons moved to approve Resolution 2023-205, approving the Opt Out Option to comply with 2011 Public Act 152, as presented. Council Member King seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Jennifer Symanns, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown

No: 0 None

Absent: (0)

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

**Whereas**, the City Council of the City of Ypsilanti deems it necessary to comply with the State of Michigan 2011 Public Act 152, as amended; and

**Whereas**, the Act contains three options for complying with the requirements of the Act as follows:

1. Hard Cap Option, limits employer's total annual health care costs for employees based on coverage levels
2. 80%/20% Option, limits employer's share of total health care costs to not more than 80%, requires annual majority vote
3. Opt Out Option, the City may exempt itself from the requirements of the Act by an annual 2/3 vote; and

**Whereas**, the City Council has decided to adopt the Opt Out Option as its choice of compliance under the Act; **NOW THEREFORE BE IT RESOLVED THAT**, the Council of the City of Ypsilanti elects to comply with 2011 Public Act 152, by approving and adopting the Opt Out Option for the medical benefit plan coverage year 01/01/2024 through 12/31/2024.

**G. Resolution 2023-206, approving a Planning Services Proposal from Giffels Webster.**

Mayor Pro-Tem Wilcoxon moved to approve Resolution 2023-206, approving a Planning Services Proposal from Giffels Webster, as presented. Council Member Tooson seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Jennifer Symanns, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown

No: 0 None

Absent: (0)

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

Now therefore be it resolved that the Ypsilanti City Council approve Planning Services Proposal from Giffels Webster, subject to the approval by the City Attorney.

**H. Resolution 2023-207, approving applying for the Pathways to Removing Obstacles to Housing Grant in partnership with the city of Ann Arbor.**

Council Member Sweet moved to approve Resolution 2023-207, approving applying for the Pathways to Removing Obstacles to Housing Grant in partnership with the city of Ann Arbor, as presented. Council Member J. Symanns seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Jennifer Symanns, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown

No: 0 None

Absent: (0)

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

Whereas, The City of Ypsilanti has an interest in applying for grant funds to develop affordable housing for residents, and

Whereas, it is in the city's best interest to develop partnerships across Washtenaw County, and

Whereas, the US Department of Housing and Urban Development has developed a Grant that benefits these partnerships.

Now therefore be it resolved that the City Council of the City of Ypsilanti approve partnering with the City of Ann Arbor to apply for the Pathways to Removing Obstacles to Housing Grant through the US Department of Housing and Urban Development.

**X. BOARD AND COMMISSION - LIAISON REPORTS**

**A. Police Advisory Commission**

Next meeting is Thursday, October 26th, at 7 PM at city hall.

**B. Human Relations Commission**

There was a special meeting scheduled for Wednesday, October 25th, at 7 PM, but there is a scheduling conflict with the Planning Commission. Council Member King and Katie Jones discussed options for meeting virtually or other locations. Hopefully, the meeting will still occur.

**C. Parks and Arts Commission**

Their most recent meeting was October 16th. There were proposed changes to bylaws and the last officer election, and they are beginning to work on their annual report.

**D. Sustainability Commission**

The commission approved a Bee City resolution, naming the commission as the point people for anything related to Bee City. Commissioner Bryan Foley gave an update regarding the Parkridge Resilience Hub and expressed a desire to install video cameras in Parkridge Park. There was a presentation from Commissioner Collins regarding how to help beehives stay healthy. There was a proposal to form a subcommittee to establish a resiliency hub network.

**E. Historic District Commission**

No update.

**F. Planning Commission**

Next meeting is on October 25th.

**G. Zoning Board of Appeals**

No update.

**XI. LIAISON REPORTS**

**A. SEMCOG Update**

No update.

**B. Washtenaw Area Transportation Study**

The October meeting was cancelled, but there should be a meeting in November.

**C. Urban County**

No update.

**D. Ypsilanti Downtown Development Authority**

The DDA discussed support for the warming center and holiday plans. Next meeting is at the Ypsilanti Freighthouse at 8:30 on Thursday, October 19th.

**E. Friends of Rutherford Pool**

Last meeting was cancelled due to illnesses.

**F. Bicentennial Committee**

Volksmarch 5K/10K tour event scheduled for Saturday, October 21st.

**XII. COUNCIL PROPOSED BUSINESS**

- **Council Member Tooson** - No update.
- **Council Member J. Symanns** - No update.
- **Council Member Sweet** - No update.
- **Mayor Pro-Tem Wilcoxon** - DPS Director Wessler has been assessing the sinkhole issues around town, thank you to her. The sinkhole issue will be going out for bid soon. Conversations have been held regarding businesses closing downtown.
- **Council Member D. Simmons** - A resident reached out regarding not having batteries in her apartment's smoke detectors when she moved in. Conversations have been had with the Building and Fire Departments to get inspections going. The landlord tried to abdicate responsibility to the resident, which does not comport with city code. Asked for an update regarding Building Department manager John Roe's leave. Trucks going down Dwight Street are causing damage. Speed bumps and signage are not deterring truck drivers. City Manager Hellenga brought up the 2018 trucking ordinance and asked which company or companies are using Dwight Street. Will confirm if there is video and/or tickets issued for each truck.

October 17th is Black Poets Day. Council Member Simmons read an original poem entitled *Each One Counts* in honor of the day. Sending thoughts to civilians in Gaza, Palestine, and Israel who are suffering from the violence of colonialism, white supremacy, and patriarchal greed.

- **Council Member King** - Thank you Council Member D. Simmons for the beautiful poem. Asked DPS Director Wessler when the speed sign would be moved to Perry School. Director Wessler said Perry will be the next location in the rotation and that the sign is generally in the same place for two weeks at a time. Solutionary Circle meeting is at the Freighthouse on October 24th, 6-8 PM. Trunk or Treat at Parkridge Community Center in Parkridge Park on Saturday, October 28th, 3-6 PM.

### **XIII. COMMUNICATIONS FROM THE MAYOR**

- Attended the Ypsilanti Symphony Orchestra 25th Anniversary Show on Sunday, October 15th, as a narrator helping to tell the story of Ypsilanti. It was a great show.
- Went on a tour of YCUA last week with EPA administrator Michael Regan regarding clean water access and infrastructure. Congressional Representative Dingel and the EPA have structural issues regarding 100-year storms in the front of their minds.
- MML Convention starts tomorrow, October 18th. All of City Council will be attending.
- Meeting next week with county and business district representatives.
- October 28th Hooping for Hope Basketball Tournament 2-6 PM as a breast cancer awareness fundraiser at Ypsilanti Middle School. There will also be a Trunk or Treat. Open to all of the community, and the mayor is recruiting players as a basketball coach.

### **XIV. COMMUNICATIONS FROM THE CITY MANAGER**

Hope City Council enjoys the MML conference and comes back with great ideas to move the city forward.

### **XV. PUBLIC COMMENT (3 MINUTES)**

No comments were made.

### **XVI. CLOSED SESSION**

#### **A. MCL 15.268 (d) to consider the purchase of property**

Mayor Pro-Tem Wilcoxon moved to move to closed session citing MCL 15.268 (d) to consider the purchase of property. Council Member Tooson seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Jennifer Symanns, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown

No: 0 None

Absent: (0)

Mayor Brown returned the meeting to open session.

Council Member D. Simmons moved to approve the council's consensus recommendation from the closed session. Council Member King seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Jennifer Symanns, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown

No: 0 None

Absent: (0)

### **XVII. ADJOURNMENT**

#### **A. Resolution No. 2023-208, adjourning the City Council Meeting.**

The meeting was adjourned at 9:07 PM.

#### **B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.**



Resolution No. 2023-212  
November 7, 2023

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

THAT the bylaws of the Parks and Arts Commission be approved.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:



**THE RULES OF PROCEDURE AND BYLAWS**

**OF**

**THE PARKS AND ARTS COMMISSION**

**OF**

**THE CITY OF YPSILANTI, MICHIGAN**

As adopted

### **ARTICLE I – Name**

The name of the Commission shall be the Parks and Arts Commission of The City of Ypsilanti, hereinafter referred to as "Commission."

### **ARTICLE II – Objectives**

The objectives, purposes, powers, and duties of the Commission are those set forth by Chapter 80, "Parks and Art," of the City Code of Ordinances, and all subsequent amendments thereto, hereinafter "the Ordinance." Specifically, the purpose and powers of the Commission are as follows:

"The Commission shall investigate, review, study, examine and explore and debate all areas concerning the parks in the city and art in the city and provide recommendations to City Council on parks and art in the city.

The Commission shall have all the customary powers of an Ypsilanti Board or Commission to carry out its purpose, but no power to contract, hire or fire or direct any city employee or bind the city without city council approval."

The Commission will carry out its purpose by carrying out the following duties:

- Section 1. Make recommendations to staff and City Council concerning the recreation and city parks needs of the city, including how park improvement funds are used.
- Section 2. Make recommendations to staff and City Council concerning the solicitation and selection, funding, partnerships, and promotion of public art in public spaces and/or on City property, including how public art funds are used.
- Section 3. Update the City of Ypsilanti parks and recreation master plan.
- Section 4. Create and update an arts plan for the City with goals and vision regarding supporting and fostering arts within the City.
- Section 5. Review "Adopt-A-Park" applications.
- Section 6. Review applications for public art.
- Section 7. Expand park, recreation, and arts opportunities through commission sponsored events and programs when appropriate.
- Section 8. Draft its own rules and regulations for approval by City Council.
- Section 9. Report, at least annually, to City Council. This report shall include discussion of the Commission's activities, the status of any planning processes, priorities and recommendations to Council for the coming year, and any fiscal needs anticipated. This report shall be prepared prior to the preparation of the City's budget priorities.

### **ARTICLE III – Membership**

- Section 1. Membership of the Commission shall be as set forth in the Ordinance.
- Section 2. Members of the Commission shall be appointed or removed as provided for in Section 9.03 of the City Charter of the City of Ypsilanti.
- Section 3. The first priority of each member of the Commission shall be to represent and advocate what is best for the City of Ypsilanti as a whole, putting aside personal or special interests.

- Section 4. Term length and residency requirements shall be in accordance with the Ordinance and City Charter. Terms will be based on the City's fiscal year, from July 1 to June 30.
- Section 5. Each member of the Commission shall avoid conflicts of interest, including, but not limited to, deliberating on, voting on, or reviewing a case concerning the member; the immediate family or household of the member; property owned by or adjacent to property owned by the member; or a corporation or partnership in which the member has an ownership, employment, or other financial interest. Determination of a conflict of interest shall be in accordance with Chapter 46, Article III, of the City of Ypsilanti Code of Ordinances.
- Potential conflicts of interest should be identified by the member prior to deliberation of the case; if the Commission determines that a conflict exists, they shall remove themselves from the meeting room during deliberation of the case.
- Section 6. Any member may resign at any time by giving written notice of such resignation to the Chair of the Commission and to the Mayor through the Office of the Mayor.

#### **ARTICLE IV – Officers, and Their Duties**

- Section 1. The officers of the Commission shall be a Chairperson, Vice-Chairperson and Secretary. Such other officers, sub-committees, etc. as are deemed necessary and advisable for the conduct of business shall be appointed as required and provided for by the Commission.
- Section 2. The Chairperson shall preside at all meetings and hearings of the Commission and shall have the duties normally conferred by parliamentary usage on such officers.
- Section 3. The Secretary shall sign approved minutes of meetings and receive communications and petitions sent to the Commission.
- Section 4. The Vice-Chairperson shall preside and exercise all of the duties of the Chairperson in their absence. Should neither the Chairperson nor the Vice-Chairperson be present at a meeting, a temporary Chairperson shall be elected by the majority vote of the members present.
- Section 5. The Commission may designate a person who is not a member of the Commission to serve as Recording Secretary. The Recording Secretary shall prepare draft minutes for review by the Commission and shall perform such other duties as may be ordered by the Commission.
- Section 6. Nomination of officers shall be made from the floor at the annual organizational meeting which shall be the regular meeting in June each year, and the election shall be immediately thereafter.
- Section 7. A candidate receiving a majority vote of the entire Commission shall be declared elected and shall serve a term of one year or until their successor shall take the office.
- Section 8. Vacancies in office shall be filled immediately by regular election procedures.

- Section 9. The officers shall be members of the Commission, unless otherwise permitted under Section 5.

### **ARTICLE V – Meetings**

- Section 1. All regular and special meetings, hearings, deliberations, decisions, and records shall be open to the public and held in a location accessible per the ADA and publicly noticed.
- Section 2. The Commission shall hold a minimum of four regular meetings per year.
- Section 3. A special meeting of the Commission may be called by the Chairperson, or the Vice-Chairperson in the event the Chairperson is unavailable. Each member of the Commission must receive at least two days' notice as to the time, place, and purpose of the meeting.
- Section 4. All inquiries, applications, or matters requiring official action by the Commission shall be submitted in writing, be properly drafted on official forms necessary, and contain all relevant information regarding the matter upon which the Commission is requested to act. Further, any petitioners may withdraw a petition at any time by filing a written notice of withdrawal.
- Section 5. The normal order of business at meetings shall be as follows:
1. Call to order
  2. Roll call
  3. Approval of minutes
  4. Audience participation
  5. Old business
  6. New business
  7. Reports
  8. Adjournment
- Section 6. A quorum shall consist of a majority of the current Commissioners, but no less than as prescribed in the Ordinance or Charter.
- Section 7. All proceedings, decisions and resolutions of the Commission shall be initiated by motion.
- Section 8. An affirmative vote of a majority of those present shall be necessary to pass any motion involving the adoption or amending of plans, policy statements, or recommendations to the Council.
- Section 9. Voting shall be by voice vote and shall not be recorded as individual ayes or nays unless requested by a member of the Commission, in which case the Chairperson shall order the vote to be so recorded except that any member may abstain by so declaring prior to vote. An abstention may only be made in the case of a conflict of interest; it is otherwise the duty of all Commissioners present to participate in the vote.
- Section 10. Parliamentary procedure in Commission meetings shall be governed by Roberts Rules of Order, as amended. The Recording Secretary, or in their absence the Secretary, shall act as parliamentarian during Commission meetings.

- Section 11. Staff and other officials of the City may participate in the Commission's discussion, but shall not vote, introduce motions, be counted towards quorum, or initiate any other parliamentary action.

#### **ARTICLE VI – Committees**

- Section 1. The Commission or Chair may establish and appoint ad hoc committees for special purposes or issues, as deemed necessary. Less than a quorum may serve on an ad hoc committee at any given time.
- Section 2. The Commission or Chair may establish and appoint citizen committees with the consent of the Commission. Membership can be any number, so long as less than a quorum of the Commission serves on a citizen committee at any given time. The purpose of the citizen committee is to be able to use individuals who are knowledgeable or expert in a particular issue before the Commission or to better represent various interest groups.
- Section 3. All committees are subservient to the Commission and report their recommendations to the Commission for review and action. The Commission can overrule any action of any committee.
- Section 4. The same principles of these Bylaws for the Commission also apply to all committees of the Commission, including, but not limited to, making all meetings open to the public and keeping a record of all proceedings.

#### **ARTICLE VII – Commission Absences**

In order to maintain maximum participation of all appointed Commission members at all regularly scheduled meetings, the following attendance guide and Commissioner replacement policy for "excused" or "unexcused" should be implemented:

- Section 1. When appointed, each Commissioner should state their willingness and intention to attend each scheduled meeting of the Commission.
- Section 2. In the event of unplanned personal matters, business trips, family vacation trips, changed job requirements, sickness, or other physical disabilities that prohibit the commissioner from attending the scheduled meeting; the Commission, professional staff of the City, or the Commission Chairperson should be notified as early as possible prior to the start hour of their inability to attend the scheduled meeting. The Commission member upon this notification will receive an "excused absence" for the involved scheduled meeting.
- Section 3. There will be a limit of three (3) consecutive "excused absences" or two (2) consecutive "unexcused absences" for any member of the Commission. If any member exceeds the above criteria for consecutive absences, the Commissioner will be recommended for dismissal unless extenuating circumstances exist.
- Section 4. If any Commission member is absent, whether excused or not, from any five (5) scheduled monthly Commission meetings, whether consecutive or not, during any one year period, the commissioner will be recommended for dismissal unless extenuating circumstances exist.

- Section 5. The recommendation for dismissal as required will be initiated by City staff and forwarded on to the City Council for official action.

**ARTICLE VIII – Miscellaneous**

- Section 1. These Rules may be amended or altered during a regular meeting by the affirmative vote of two-thirds of the quorum present, provided notice of the proposed change is given to the Commission at a preceding regular meeting.
- Section 2. A copy of the meeting notice and proposed bylaw amendments must be furnished each member in writing by personal service, first-class mail, or e-mail.

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Moved by Commissioner \_\_\_\_\_ and Supported by Commissioner \_\_\_\_\_ that the Rules and Regulations of the Commission be adopted as presented on \_\_\_\_\_.

AYES: \_\_      NAYS: \_\_      ABSENT: \_\_



Resolution No. 2023-213  
November 7, 2023

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

the ordinance named "Removing the Open Meetings Act Requirements from the Ypsilanti Police Advisory Commission, " be approved on Second and Final Reading.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:



**CITY OF YPSILANTI  
NOTICE OF ADOPTED ORDINANCE  
Ordinance No. 1421**

An ordinance to amend City Code Chapter 2, Article IV, Division 6, Section 2-184 (1-3, 6) to remove the Open Meetings Act requirements from the Ypsilanti Police Advisory Commission.

**1. THE CITY OF YPSILANTI HEREBY ORDAINS**

That section 2-184 (1-3, 6) of Chapter 2, Article IV, Division 6 the Ypsilanti City Code is hereby amended to revise section 2-184 (1-3, 6) to remove Open Meetings Act requirements from the Ypsilanti Police Advisory Commission as follows:

• **Sec. 2-184. - Procedure.**

Procedure for the operation of the Ypsilanti police advisory commission shall be as follows:

- ~~1. A majority of the Ypsilanti police advisory commission members appointed shall constitute a quorum.~~
- ~~2. No meeting of the Ypsilanti police advisory commission shall commence or continue in the absence of a quorum.~~
3. A majority vote ~~of those forming a quorum~~ **of those present** shall be required for any action by the Ypsilanti police advisory commission, except where otherwise specified in this article, other city ordinances, or the city charter.
4. Regular meetings of Ypsilanti police advisory commission shall be held no less than quarterly. Any scheduled meeting may be rescheduled at the preceding regular meeting.
5. The records of the Ypsilanti police advisory commission shall be subject to the Freedom of Information Act, Act No. 442 of the Public Acts of Michigan of 1976 (MCL 15.231 et seq.), as amended.
- ~~6. All meetings of the Ypsilanti police advisory commission shall be subject to the Open Meetings Act, Act No. 267 of the Public Acts of Michigan of 1967 (MCL 15.261 et seq.), as amended.~~
7. The Ypsilanti police advisory commission shall provide an opportunity for public comment as to the business being conducted by the

Ypsilanti police advisory commission, pursuant to its established rules and by-laws.

(Ord. No. 1295, § 1, 11-14-2017; [Ord. No. 1362](#), § 1.1, 8-18-2020)

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

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

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

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

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

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 2023.

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Aaron Smith, Interim City Clerk

Attest

I do hereby confirm that the above Ordinance No. 1421 was published in Washtenaw Legal News on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Aaron Smith, Interim 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Aaron Smith, Interim City Clerk

Notice Published: October 5<sup>th</sup>, 2023

First Reading: October 17<sup>th</sup>, 2023

Second Reading:

Published:

Effective Date:



REQUEST FOR LEGISLATION  
November 7, 2023

For: Mayor and City Council

From: Katie Jones, Economic Development/Equity Coordinator

Subject: Resolution 2023-214, Approving an updated Memo of Understanding for Overnight Shelter at St. Luke's.

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**SUMMARY & BACKGROUND:** Council approved an MOU at the last meeting on 10/17/2023 per St. Luke's Episcopal Church's request; following that meeting, we made a few minor changes to the Memorandum of Understanding. The City of Ypsilanti will pay St. Luke's directly; this MOU clarifies that. Over the last few weeks, staff has ensured that all partners agree that this MOU will serve us well for the 2023-24 season.

**RECOMMENDED ACTION:** Staff is seeking Council to approve the Memorandum of Understanding with the Shelter Association of Washtenaw County, the City of Ypsilanti, and St. Luke's Episcopal Church.

**ATTACHMENTS:**

1. Res No 2023-214 Overnight Shelter
2. Overnight Warming Shelter MOU with SAWC and St Lukes Final\_signedStLukes

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CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: November 7, 2023

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2023-214  
November 7, 2023

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

WHEREAS, the City of Ypsilanti recognizes the importance of an overnight warming shelter during the cold harsh winter months in Michigan and seeks to assist our most vulnerable; and

WHEREAS, the City operates the Ypsilanti Freighthouse and generates revenue to help support the ongoing maintenance and community purpose of the space; and

WHEREAS, the investment in a warming center at the Freighthouse is part of a broader strategy to prioritize community health collaboration with community partners like the Shelter Association of Washtenaw County and Ypsilanti Downtown Development Authority; and

WHEREAS, St Luke's Episcopal Church has offered to host an overnight warming shelter at 120 N Huron St, and the Shelter Association of Washtenaw County will provide operational support as detailed in the following memorandum of understanding

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the Memorandum of Understanding with the Shelter Association of Washtenaw County and the City of Ypsilanti and St Luke's Episcopal Church to jointly operate an overnight warming shelter at 120 N Huron beginning in November 2023 and ending by March 2024 and authorize the Mayor and City Clerk to sign on behalf of the city..

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF YPSILANTI AND  
SHELTER ASSOCIATION OF WASHTENAW COUNTY AND THE PARISH OF ST. LUKE'S  
EPISCOPAL CHURCH IN THE CITY OF YPSILANTI, STATE OF MICHIGAN FOR THE  
OPERATION OF AN OVERNIGHT WARMING CENTER**

This Memorandum of Understanding ("MOU") is entered into on this 17th day of October, 2023 by the **City of Ypsilanti**, a Michigan Home Rule City located at 1 South Huron Street, Ypsilanti, MI 48197 (hereinafter "City") and **Shelter Association of Washtenaw County**, a non-profit located at 312 W Huron St, Ann Arbor, MI 48103 (hereinafter "SAWC"), and **The Parish of St. Luke's Episcopal Church in the City of Ypsilanti** located at 120 North Huron Street, Ypsilanti, MI 48197 (hereinafter St. Luke's).

**Purpose**

WHEREAS, the City seeks to provide a nighttime warming center location for those in need as well as ancillary support service; and

WHEREAS, SAWC specializes in providing temporary shelter and connections to services in a safe and caring environment and works with the community to allocate the necessary resources to meet the needs of people who are experiencing homelessness; and

WHEREAS, the City is interested in cooperating with SAWC and St. Luke's to provide staffing to support the nighttime warming center at St. Luke's Monday - Thursday from 7 pm to 8 am; and

WHEREAS, SAWC has provided a quote of \$50,000 to provide these services and St. Luke's will make use of part of its building (the premises), and the City of Ypsilanti has approved a budget amendment to support these costs;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the agreements of the Parties hereto, the City and SAWC, and St. Luke's mutually agree as follows:

**Agreement**

This MOU constitutes the entire agreement between the parties with respect to the subject matter expressed in this MOU. This MOU will not be modified or amended without the consent of each party hereto, which consent must be evidenced by an instrument in writing executed by each party or by their respective successors or permitted assigns.

As the service provider for the nighttime warming center at St. Luke's, SAWC agrees to:

1. Provide 2 full time staff Monday – Thursday from 7 pm to 8 am starting on or after November 6, 2023 and continuing through March 28, 2024.
2. Provide case management services in kind.
3. Provide for supplies used in normal business resulting from the operation of the nighttime warming center.
4. Clean and sanitize the premises after each use.
5. SAWC will indemnify, defend, and hold City and St. Luke's harmless from any and all liability arising out of or in any way related to SAWC performance of services.
6. Provide liability insurance for the operation of the warming center during these dates and times and name the City of Ypsilanti and St. Luke's additionally insured.
7. Provide transportation in the form of bus tokens to and from the Delonis Overnight Shelter.
8. Provide suitable bedding for the persons served and install and take down as needed.
9. Provide daily dinner up to 20 persons at the Ypsilanti Freighthouse.
10. Provide a variety of programming brokered by shelter staff.

11. Follow and enforce the rules of St. Luke's Building Policies and Regulations as listed in Exhibit A.
12. SAWC is responsible for all withholdings for all employees, payment of state or federal unemployment compensation contributions, worker's compensation, and all benefits paid to SAWC employees.

As the housing provider for the nighttime warming center, St. Luke's agrees to:

1. License the use to City and SAWC and make the portions of the church home-the premises consisting of the Great Hall, lesser hall, and adjacent bathrooms required for the contract as agreed by the parties (the premises), available for the nighttime warming center between the hours of 7 pm to 8 am.
2. Provide all necessary furniture and fixtures (except bedding) heat, light and sanitary facilities as presently existing at St. Luke's.
3. Make the premises available to the Shelter Association of Washtenaw County and provide its staff keys and training on the operation and building policies and regulation that govern activity at the premises.

As the entity responsible for providing payment for the services described herein, the City agrees to:

1. Pay \$47,500 to SAWC for the services described above.
2. Pay \$2,500 to St. Luke's for the use of part of its building (the premises)
3. The Parties will seek to work in good faith to ameliorate any disputes, issues, or challenges unforeseen with regard to the operation of the nighttime warming center and use the services of the Ann Arbor Dispute Resolution Center to mediate any such disputes, issues or challenges not solved by first negotiation of the parties.

This agreement is valid from October 17, 2023, to April 1, 2024. Any parties may withdraw from this MOU upon 15 days' written notice to the other parties or should the premises become uninhabitable. Any amount due upon the withdrawal will be prorated. An electronic signature obtained via DocuSign or an electronic copy of a physical signature may be accepted in lieu of original signatures.

This MOU has been duly authorized, executed, and delivered by the parties hereto and constitutes a legal, valid, and binding obligation of such parties, enforceable in accordance with its terms. Each individual's signatory hereto represents and warrants that the signatory is duly authorized to execute the MOU on behalf of the signatory's principal. This MOU may only be amended by a written amendment signed by the parties and their legal representatives.

Shelter Association of Washtenaw County

By: \_\_\_\_\_

Daniel Kelly, Executive Director

Date: \_\_\_\_\_

City of Ypsilanti

By: \_\_\_\_\_

Nicole Brown, Mayor

Date: \_\_\_\_\_

The Parish of St. Luke's Episcopal Church in the City of Ypsilanti

By: \_\_\_\_\_

Allison Echlin, Senior Warden

Date: **10/30/23** \_\_\_\_\_

By: \_\_\_\_\_

Aaron Smith, Interim Clerk City of Ypsilanti

Date: \_\_\_\_\_



**CITY  
WASHTENAW COUNTY, MICHIGAN  
RES NO. 2023-215**

**RESOLUTION TO APPOINT A DELEGATE AND ALTERNATE TO THE  
WASHTENAW REGIONAL RESOURCE MANAGEMENT AUTHORITY (WRRMA)**

November 7, 2023

At a regular meeting of the City Council of Ypsilanti, Washtenaw County, Michigan held at 1 S. Huron, Ypsilanti MI 48197 on November 7, 2023 at 7:00 PM.

Present:

Absent:

The following preamble and resolution were offered by \_\_\_\_\_ and supported by \_\_\_\_\_.

**WHEREAS**, the City of Ypsilanti is a member of the Washtenaw Regional Resource Management Authority; and

**WHEREAS**, the City Council has the authority to appoint a delegate as detailed in the WRRMA Articles of Incorporation; and

**WHEREAS**, the City Council has determined that the citizens of the community will be served well by the appointments of DPS Director Bonnie Wessler to the role of WRRMA Delegate and DPS Foreman Gary Burchwell to the role of WRRMA Alternate.

**NOW THEREFORE BE IT RESOLVED** that Bonnie Wessler is hereby appointed as WRRMA Delegate, and Gary Burchwell is hereby appointed as WRRMA Alternate; and

**BE IT FURTHER RESOLVED**, that the appointees shall serve in the role during the next fiscal year or until his/her successor is appointed by this Council.



REQUEST FOR LEGISLATION  
November 7, 2023

For: Mayor and City Council

From: John Barr

Subject: Resolution 2023-216, Approving the purchase of 599 S. Mansfield. **Amended**

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SUMMARY & BACKGROUND: Bonnie Wessler, DPS director discovered severe building defects and dangerous building conditions at the present DPS yard. Council was apprised, and with Council approval a property search was commenced with a buyer's agent to find suitable alternate property to house DPS operations. Property was located in the City at 580 South Mansfield in the Industrial Park that is suitable for DPS operations.

Staff recommends the purchase of 599 South Mansfield for the sum of \$3,700,000 to continue DPS operations.

RECOMMENDED ACTION: Staff recommends approval of purchase agreement and purchase of 599 South Mansfield for continued DPS operations.

ATTACHMENTS:

1. USE Resolution No 2023-216 580 S. Mansfield
2. USE CBOR - Commercial Purchase Agreement (version 5)
3. Copy of 231009 580 S Mansfield Inventory V1 Exhibit B
4. Copy of Industrial Sales
5. Inventory V1 Exhibit B

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CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: November 7, 2023

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2023-216  
November 7, 2023

RESOLUTION FOR PURCHASE OF  
599 SOUTH MANSFIELD

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

Whereas, the Ypsilanti Department of Public Service needs a new building to continue operations, and

Whereas, City Council authorized a property search by buyer's agent, and

Whereas, suitable property has been found at 599 South Mansfield, and

Whereas, City Council, after staff presentation and recommendation, finds it in the best interest of the City of Ypsilanti to purchase 599 South Mansfield for the sum of \$3,700,000 cash,

Now therefore, the purchase of 599 South Mansfield is approved and authorized and the Mayor and City Clerk are authorized to sign the proposed purchase agreement, copy attached hereto, and the City Manager and staff are authorized to implement the purchase agreement and do all things necessary to close the purchase, all subject to the approval of the City Attorney.

Further, the City Manager and staff are authorized to sell any and all of the unneeded personal property that goes with the sale by public or private sale, as allowed by law, and to retain auctioneers and sales agents as necessary.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:



## DISCLAIMER

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# COMMERCIAL PURCHASE AGREEMENT

**THIS COMMERCIAL PURCHASE AGREEMENT** is made and entered into this 3RD day of NOVEMBER, 2023, ("Effective Date") by and between SKY HOLDINGS GROUP LLC, a MI LIMITED LIABILITY CO. [entity type and state organized] ("Seller"), whose address is 191 HISCOCK ST, ANN ARBOR [municipality], Michigan, 48103 [zip], and THE CITY OF YPSILANTI, a MICHIGAN MUNICIPALITY [entity type and state organized], ("Purchaser"), whose address is 1 S HURON ST, YPSILANTI [municipality], MICHIGAN [State], 48197 [zip code], in the manner following:

1. **PROPERTY DESCRIPTION.** Purchaser offers and agrees to purchase the real property located in the ☒ City or ☐ Township or ☐ Village of YPSILANTI, County of WASHTENAW, Michigan, commonly known as 599 S MANSFIELD ST, tax parcel identification number(s) 11-11-37-230-012 and further described as: SEE SECTION 38 BELOW, or ☐ see attached legal description as **Exhibit A**, together with Seller's interest in all easements, appurtenances, land division rights, timber, air, oil, gas and mineral, subsurface, riparian, and all other rights and interests pertaining to such property, and together with all buildings, structures and other physical improvements situated on such property (collectively, the "Real Property").

Place an "X" in the appropriate box(es) below:

☒ Check here if sale includes any equipment or personal property and attach list as **Exhibit B**. A bill of sale will be executed at closing.

☐ Check here if sale includes any tenant leases and attach list and current rent roll as **Exhibit C**. An assignment of leases will be executed at closing.

☐ Check here if sale includes any licenses, permits or other intangible property and attach list as **Exhibit D**. An assignment will be executed at closing.

The Real Property, together with any of the foregoing are collectively the "Property."

2. **PURCHASE PRICE.** The purchase price ("Purchase Price") for the Property shall be THREE MILLION SEVEN HUNDRED THOUSAND (\$ 3,700,000.00) Dollars.

3. **PAYMENT OF PURCHASE PRICE.** The Purchase Price shall be paid as indicated by an "X" placed in the appropriate box below, with initials of Seller and Purchaser acknowledging Purchaser's method of payment, while the other unmarked terms of purchase shall not apply.

☒ **Cash.** Purchaser shall pay the full Purchase Price, including any adjustments and/or prorations contained herein, to Seller at closing by certified check or wire transfer of immediately available funds or another method acceptable to Seller and title company.

☐ **New Mortgage.** Purchaser shall obtain a mortgage from a financial institution to help finance the purchase and pay Seller at Closing the full Purchase Price, including any adjustments and/or prorations contained herein.

☐ **Land Contract.** Purchaser shall pay the full Purchase Price, including any adjustments and/or prorations contained herein, to Seller at Closing pursuant to a mutually acceptable Land Contract. The Land Contract shall provide for a down payment of \$\_\_\_\_\_ at closing and payment of the balance of \$\_\_\_\_\_ in monthly installments of \$\_\_\_\_\_, or more, at Purchaser's option, including interest at the rate of \_\_\_\_\_ percent (\_\_\_\_%) per annum, amortized over \_\_\_\_\_ (\_\_\_\_) years, with interest to start on the closing date. A final "balloon payment" consisting of the entire unpaid principal balance and all accrued and unpaid interest will become due and payable \_\_\_\_\_ (\_\_\_\_) months after closing.

4. **EARNEST MONEY DEPOSIT.** Within three (3) calendar days following the Effective Date of this Agreement, Purchaser shall deposit with N/A, Title Insurance Company (the "Title Company" or "Escrow Agent"), Purchaser's earnest money deposit in the amount of N/A (\$N/A) Dollars (the "Deposit"). If Purchaser fails to deliver the Deposit timely, Purchaser shall be in default and Seller may terminate this Agreement upon notice to Purchaser. The Deposit shall be refunded to Purchaser in the event this Agreement is properly terminated by Purchaser under the terms and conditions provided for herein; retained by Seller; or applied to the Purchase Price at Closing.

5. **DUE DILIGENCE CONTINGENCY.** Purchaser shall have 5 days after receipt of fully accepted copy of this Agreement executed by Seller ("Inspection Period") to inspect and obtain the following items (place an "X" next to all that apply):

- ☐ Purchaser's ability to obtain acceptable financing from a financial institution of its choice.
- ☐ Purchaser's physical inspection of all aspects of the Property which shall include but not be limited to: plumbing, electrical and HVAC systems, roof and any other portions of the Property.
- ☐ Purchaser's satisfaction with the results of an environmental site assessment.
- ☐ Purchaser making soil tests, borings and any other engineer and architectural tests Purchaser desires.
- ☐ Purchaser's satisfaction that the Property is properly zoned or can be rezoned to permit Purchaser's proposed development and use.
- ☐ Purchaser receiving preliminary site plan approval.
- ☐ Purchaser obtaining a survey of the Property ("Survey").

- ☐ Purchaser receiving and approving all leases and obtaining a satisfactory estoppel certificate from each tenant.
- ☐ Purchasing conducting any other due diligence desired by Purchaser.
- ☒ Purchaser obtaining any federal, state or other governmental approval or quasi-governmental environmental or tax incentives, inducements, allowances or similar benefits (by way of example, and not in limitation of the foregoing, any Brownfield classification or any Brownfield tax and/or grant reimbursements) with respect to the Property.

All due diligence shall be performed by Purchaser at Purchaser's sole expense. Prior to expiration of the Inspection Period, if Purchaser notifies Seller that, in Purchaser's sole discretion, the Property is unsuitable for Purchaser's intended purposes, then Seller and the Escrow Agent shall return the Deposit to Purchaser, and neither party shall have any further rights or obligations under this Agreement, except for any obligations which, by the terms of this Agreement are intended to survive termination. In the event Purchaser does not provide Seller with written notice of termination prior to the expiration of the Inspection Period, then the Deposit shall be non-refundable (unless Seller defaults), Purchaser shall be deemed to be satisfied with its inspections of the Property and this contingency shall be deemed fulfilled. Seller, at no expense to Seller, shall cooperate with Purchaser in providing reasonable access to the Property for Purchaser to perform its due diligence, and in obtaining all approvals desired or required from any federal, state or local government ("Governmental Approvals"), provided that no Governmental Approvals shall be binding upon Seller or the Property if Purchaser fails to close. Said Governmental Approvals shall be obtained during the Inspection Period unless the parties hereafter agree in writing that additional time is required to obtain them. Purchaser shall repair any damage to the Property caused by Purchaser or its agents, and Purchaser shall defend and indemnify and hold Seller harmless against any liability, loss, damage, cost or expense arising from any of Purchaser's due diligence activities; and these obligations of Purchaser shall survive termination of this Agreement. Within 5 business days after execution of this Agreement, Seller will provide Purchaser with copies of all title policies, surveys, leases, environmental reports, studies, site plans, certificates of occupancy and other documentation in the possession or control of Seller, which is material to Purchaser's decision whether to purchase the Property.

## 6. TITLE INSURANCE.

- (a) **Title Insurance:** Owner Policy of Title Insurance to be furnished hereunder, to be paid for by ☐ Seller or ☐ Purchaser. Within 10 days of the Effective Date of this Agreement, Seller shall order a commitment for an ALTA Owner's Policy of Title Insurance, ☐ with Standard Exceptions; or ☐ without Standard Exceptions (the "Title Commitment"), from the Title Company, and shall provide a copy of the same to Purchaser upon receipt. Purchaser in its sole and absolute discretion shall determine whether all matters of title and survey are satisfactory. The Title Commitment shall be accompanied by copies of all recorded exceptions to title referred to therein. At Closing, the Title Company shall deliver to Purchaser a satisfactorily "marked up" Title Commitment. The Title Insurance Policy to be issued pursuant to the marked up Title Commitment shall contain such endorsements as Purchaser may reasonably require, provided, however Purchaser shall be responsible for the cost of such endorsements.

- (b) **Objections to Title and Survey.** If Purchaser objects to any matters of title or survey and Purchaser so notifies Seller in writing of such objection(s) ("Objection Notice") before expiration of the Inspection Period, then Seller shall have 30 days from the date Seller receives the Objection Notice to either: (i) remedy the title and survey defects described in Purchaser's Objection Notice and obtain and deliver to Purchaser a revised Title Commitment and/or survey which reflects that all such defects have been remedied; or (ii) notify Purchaser and Escrow Agent that Seller is unable or unwilling to remedy the defects, in which event Purchaser shall, at its option, within five (5) business days after receipt of such notice from Seller, either terminate this Agreement and receive a full refund of the Deposit (subject to those obligations which by their terms survive termination) or waive Purchaser's title and survey objections, and proceed to Closing, subject to satisfaction or waiver of Purchaser's other pre-Closing contingencies. If Purchaser proceeds to Closing, all exceptions set forth in the Title Commitment, and all objectionable matters set forth in the Survey, shall be deemed "Permitted Exceptions."

## 7. ENVIRONMENTAL.

- (a) **Environmental.** To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State and local statutes and regulations, are present in quantities in violation of applicable law. No claim has been made against Seller with regard to hazardous substances or wastes with respect to the Property.
- (b) **Due Diligence.** Purchaser shall have the right at Purchaser's expense to conduct a Phase I environmental site assessment during the Inspection Period. If any Phase II subsurface investigation is required or recommended, Purchaser and Seller shall attempt to agree upon the nature and extent of any Phase II activities and which party shall bear the cost. If Purchaser and Seller are unable to agree within 10 days, then either party may, upon notice to the other, terminate the Agreement, in which event the Deposit shall be refunded to Purchaser and neither party shall have any further liability thereunder (except for those obligations which, by their terms, survive termination). Purchaser agrees to repair and restore any damage to the Property caused by Purchaser's investigations or testing, at Purchaser's sole expense. Purchaser shall defend, indemnify and hold Seller harmless from all costs, expenses and liabilities arising out of Purchaser's inspection of the Property, including that of Purchaser's employees, agents, consultants, or contractors performing said inspection.

8. **CLOSING AND CLOSING ADJUSTMENTS.** Closing shall take place at the offices of the Title Company or another mutually acceptable location at the earlier of: (i) 10 days following the expiration of the Inspection Period ; or (ii) upon Purchaser's written notification to Seller that all of the Purchaser's conditions precedent and contingencies have been satisfied or waived;

provided, however, in no event shall Closing occur later than 11/10/2023 (such date for Closing and performance being hereinafter sometimes referred to as the "Closing" or "Closing Date").

At Closing, Seller shall deliver to Purchaser a Warranty Deed conveying good and marketable fee simple title to the Property, subject to the Permitted Exceptions, and the lien of real estate taxes not yet due and payable, along with Seller's right to make any land divisions of the Property permitted to Seller, under the Michigan Land Division Act, MCL 560.101 *et seq* . Should any financial liens or encumbrances of a definite or ascertainable amount (such as a mortgage) be recorded against the Property, Seller shall pay and/or satisfy any such encumbrance prior to or simultaneously with the Closing. In addition, at Closing, Seller shall pay the base owner's title insurance policy premium, all state or county real estate transfer taxes, all outstanding water and sewer bills, and any other outstanding obligations which, if unpaid, may become a lien against the Property. The parties shall share equally all Title Company fees and expenses. Current real estate taxes (i.e. the most recent summer and winter tax bills issued) shall be prorated as of the date of the Closing on a "due date" basis as if paid in advance, with Seller receiving a credit for any prepaid taxes. All assessments, including, but not limited to any special assessments which have become a lien upon the land shall be paid in full by Seller. Each party shall pay their own attorney fees. At Closing, the Title Company may establish a water escrow, pending receipt of a final paid water bill for water and sewer charges incurred through Closing.

**9. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** Seller warrants, represents and covenants to Purchaser, as follows:

- (a) **Authority.** Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Purchaser in accordance with the terms and provisions of this Agreement. Before Closing, Seller shall provide the Title Company and Purchaser with satisfactory written evidence that all necessary and appropriate action has been taken by Seller authorizing and approving the execution, delivery and performance by Seller of this Agreement and all closing documents, and the performance by Seller of all other acts necessary or appropriate for the consummation of the purchase and sale of the Property as contemplated herein.
- (b) **Title.** Seller owns the Property in fee simple and has marketable and good title to the Property. Seller will not further encumber title to the Property before Closing without Purchaser's prior written consent, which consent shall not be unreasonably withheld.
- (c) **Conflicts.** The execution and entry into this Agreement by Seller, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of

Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, will not violate any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller or the Property is bound.

- (d) **Litigation.** There is no action, suit or proceeding pending or, to the best of Seller's knowledge, threatened by or against or affecting Seller or the Property which does or will involve or affect the Property or title thereto. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.
- (e) **No Violations.** To the best of Seller's knowledge, Seller has not received notice of any existing violations of state or federal laws, **municipal**, or county ordinances, or other legal requirements with respect to the Property. In the event Seller receives notice of any such violation affecting the Property prior to the Closing, Seller shall promptly notify Purchaser thereof.
- (f) **Foreign Ownership.** Seller is not a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations **promulgated** pursuant thereto, and Purchaser has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445). Seller shall furnish Purchaser with a non-foreign person affidavit at Closing.
- (g) **Construction Liens.** On the Closing Date, Seller will not be indebted to any contractor, laborer, materialmen, architect, or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the **Property** for which any person could claim a lien against the Property and shall execute a standard title company affidavit to this effect at Closing.

#### 10. **PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.**

- (a) **Authority.** Purchaser: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement. Before

Closing, Purchaser shall provide the Title Company and Seller with satisfactory written evidence that all necessary and appropriate action has been taken by Purchaser authorizing and approving the execution, delivery and performance by Purchaser of this Agreement, and all closing documents and the performance by Purchaser of all other acts necessary or as appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

- (b) **Conflicts.** The execution and entry into this Agreement by Purchaser, the execution and delivery of the documents and instruments to be executed and delivered by Purchaser on the Closing Date, and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, will not violate any contract, agreement or other instrument to which Purchaser is a party, or any judicial order or judgment of any nature by which Purchaser is bound.

11. **DAMAGE TO PROPERTY.** If between the Effective Date of this Agreement and the Closing Date, all or any part of the Property is damaged by fire or natural elements or other causes beyond the Seller's control, which Seller does not repair or agree to repair prior to the Closing Date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement with written notice to Seller within 15 days after the date Purchaser learns of such damage or taking, and receive a refund of the Deposit without further liability, except for those obligations of Purchaser which are intended to survive termination. If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award at Closing.

12. **AS IS.** Neither Seller nor any broker, nor any of their officers, directors, managers, members, employees or agents have made any representation, warranty or disclosure with respect to the Property, upon which Purchaser may rely, except as may be set forth in writing in this Agreement. By Closing, Purchaser agrees to accept the Property in "As Is" condition to the fullest extent permitted by law.

13. **SELLER'S CLOSING OBLIGATIONS.** At Closing, Seller shall execute and deliver the Warranty Deed, closing statement, standard title company owner's affidavit and all other usual and customary Title Company and other closing documents necessary or appropriate to consummate the sale.

14. **PURCHASER'S CLOSING OBLIGATIONS.** At closing, Purchaser shall pay to Seller the Purchase Price in the manner specified in Section 3 above, subject to agreed pro rations and adjustments, and execute and deliver a closing statement and all other usual and customary Title Company and other closing documents necessary or appropriate to consummate the sale.

15. **SECTION 1031 TAX-DEFERRED EXCHANGES.** Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to: (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e., the requesting parties' "replacement property" or "relinquished property"); or (c) agree to delay the Closing. However, should both parties wish to complete a tax-deferred exchange, the parties will each incur their own additional expenses related to their exchange and shall split any common costs which will benefit both parties by such a division.

16. **NOTICES.** Unless otherwise stated in this Agreement, a notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or sent via Federal Express, UPS or a similar nationally recognized overnight delivery service, or by certified mail, return receipt requested, addressed to the parties at their addresses specified below or by email. Any notices given by personal service shall be below or by e-mail effective upon delivery. Any notice given by Federal Express or UPS shall be deemed effective one business day after sending. Any notice given by certified mail, return receipt requested, shall be deemed given three business days after mailing, and any notice given by email shall be deemed effective upon receipt. Copies of all notices shall be made as follows:

☒ If to Purchaser:

|            |                               |
|------------|-------------------------------|
| Name:      | ANDREW HELLENGA, CITY MANAGER |
| Address:   | 1 S HURON ST                  |
| Address:   | YPSILANTI, MI 48197           |
| Telephone: | 734.483.1810                  |
| Facsimile: |                               |
| Email:     |                               |

With copy to:

|          |              |
|----------|--------------|
| Name:    | JOHN BARR    |
| Address: | 105 PEARL ST |

|            |                     |
|------------|---------------------|
| Address:   | YPSILANTI, MI 48197 |
| Telephone: | 734.781.1234        |
| Facsimile: |                     |
| Email:     |                     |

☐ If to Seller:

|            |  |
|------------|--|
| Name:      |  |
| Address:   |  |
| Address:   |  |
| Telephone: |  |
| Facsimile: |  |
| Email:     |  |

With copy to:

|            |  |
|------------|--|
| Name:      |  |
| Address:   |  |
| Address:   |  |
| Telephone: |  |
| Facsimile: |  |
| Email:     |  |

17. **ADDITIONAL ACTS.** Purchaser and Seller agree to execute and deliver such additional documents and perform such additional acts as may become necessary or appropriate to effectuate the transfers contemplated by this Agreement.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior oral and written negotiations and agreements have been merged into this Agreement.

19. **MICHIGAN LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles.

20. **AMENDMENTS.** This Agreement may be modified or amended only by written instrument signed by the Purchaser and Seller.

21. **EFFECTIVE DATE.** For purposes of this Agreement, the phrase "Effective Date" shall be the last date upon which this Agreement becomes fully executed, and delivered by both parties including any counter proposals or amendments counter-signed by the opposing party.

22. **BROKER.** Purchaser and Seller each acknowledge that: (i) Purchaser's real estate agent is JONES CHANCE & CO and is acting as: ☒ an agent of the Purchaser; or ☐ an agent of the Seller; or ☐ as a disclosed transaction coordinator, with written, informed consent of both Purchaser and Seller; and (ii) Seller's real estate agent is Siciliano Mychalowych & Van Dusen, PLC and is acting as: ☒ an agent of the Seller; or ☐ an agent of the Purchaser; or ☐ as a disclosed transaction coordinator, with written, informed consent of both Purchaser and Seller. Seller agrees to pay the real estate broker(s) involved in this transaction a combined brokerage fee of \$ AS AGREED, with \$ AS AGREED paid to Siciliano Mychalowych & Van Dusen, PLC and \$ 87,000.00 paid to JONES CHANCE & CO at Closing. The parties acknowledge that other than the parties' real estate agents disclosed herein, no other real estate brokers, salespersons, or agents are involved in this transaction and the parties hereby indemnify and hold each other harmless from any and all such claims for brokerage fees. All brokers and their agents specifically disclaim responsibility for the condition of the Property and performance of this Agreement. The parties each hereby, and by closing shall be deemed to, waive and release any and all claims and causes of action against all named brokers, their officers, directors, managers, members, employees and agents. The parties each hereby grant all named brokers the right to record a lien against the Property to secure payment of their commission including, without limitation, the right to record a lien under Michigan's Commercial Real Estate Broker Lien Act. All named brokers are third party beneficiaries of this Agreement.

23. **BROKER ENVIRONMENTAL DISCLAIMER.** The Purchaser and Seller agree that each broker and real estate agent has fully disclosed any knowledge that such broker and/or real estate agent has concerning possible toxic or hazardous material or substances or other adverse environmental conditions on or about the Property and the Purchaser acknowledges that Purchaser shall be given the opportunity to make a competent environmental inspection, and the Purchaser and Seller each do

hereby release each broker and real estate agent from any liability concerning toxic and hazardous material or substance or other adverse environmental conditions on or about the Property. The Purchaser and Seller each hereby expressly waive any claim whatsoever against each broker and real estate agent before or after the closing of this transaction arising out of or in connection with any of the foregoing.

**24. DEFAULT.**

(a) **Seller's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Purchaser shall as its sole remedy, elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Deposit, in which case this Agreement shall terminate in full, except for any provisions which by their terms, are intended to survive termination.

(b) **Purchaser's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Purchaser's default hereunder, Seller shall as its sole and exclusive remedy retain the Deposit amount as full and complete liquidated damages for such default of Purchaser. The parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages as Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Purchaser, is in addition to any liability of Purchaser with respect to its repair and indemnity obligations set forth above, which are intended to survive termination of this Agreement

**25. WAIVER.** The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

**26. DATE FOR PERFORMANCE.** If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

27. **FURTHER ASSURANCES.** The parties agree that they will each take such steps and execute such documents as may be reasonably required by the other party or parties to carry out the intent and purposes of this Agreement.

28. **SEVERABILITY.** In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

29. **SUCCESSORS AND ASSIGNS.** The designation Seller and Purchaser as used herein shall include said parties, their heirs, successors, and assigns; provided, however, Purchaser may not assign its interest in this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld..

30. **CONTACT WITH THIRD PARTIES.** During the pendency of this Agreement, Seller may discuss with, or receive the submission of written back up offers or letters of intent from any third party or entity relating to the purchase of the Property. Seller shall promptly notify Purchaser in the event Seller should receive a written offer or letter of intent, and Seller shall advise any such third party or entity of the existence and priority of this Agreement.

31. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties and shall become a binding and enforceable Agreement among the parties upon full and complete execution and delivery of this Agreement. No prior verbal or written Agreement shall survive the execution of this Agreement.

32. **AMENDMENT.** Any amendment to this Agreement shall be in writing and signed by all the parties in order to be binding and enforceable against the parties.

33. **RELATIONSHIP OF THE PARTIES.** Nothing contained herein shall be construed or interpreted as creating a partnership or joint venture between the parties. It is understood that the relationship is of arm's length and shall at all times be and remain that of Purchaser and Seller.

34. **NO RECORDING.** Neither this Agreement nor a memorandum hereof shall be recorded by either party or any of their representatives.

35. **CONFIDENTIALITY.** Subject to all other terms of this Agreement, each party agrees to maintain this Agreement, the information in this Agreement and all information delivered pursuant to this Agreement, as confidential, and each will not disclose any such information to any other person without the prior written consent of the other party. However, a party may disclose such confidential information to its legal counsel, to such party's lender, accountant, real estate broker, salesperson, or agent, to other professional advisors or agents of the party, provided the recipients of such information agree to keep such information confidential, and as required by law or legal process.

36. **35. COUNTERPARTS; ELECTRONIC TRANSMISSIONS.** This Agreement may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument. This Agreement may be executed and delivered by facsimile or electronic PDF signatures.

37. **OFFER.** This Agreement constitutes an offer by Purchaser to purchase the Property. The offer shall remain valid until 5 :00 pm. on 11/04/2023 and shall be deemed revoked if not accepted by Seller before such time and date.

38. **OTHER PROVISIONS.** In addition to the provisions outlined above, the following additional provisions shall apply to the transaction as contemplated herein.

PARCEL ID: LOT 12 YPSILANTI WEST INDUSTRIAL SUB #1 ALSO BEG SW COR OF LOT 12, TH 40.01 FT ALG CURVE RIGHT RAD 14127.27 FT, CH S 76-41-8 W 40.01 FT, TH N 14-35-49 W 534.05 FT, TH N 72-58-29 E 40.04 FT, TH SLY TO POB. BEING PART LOT 1 YPSILANTI WEST INDUSTRIAL PARK NO 2 AND ALL LOT 12 YPSILANTI WEST INDUSTRIAL SUB #1

SELLER AGREES TO TWO ONE-WEEK EXTENSIONS OF CLOSING DATE IF REQUIRED BY BUYER.

39. **ADVICE OF COUNSEL.** All parties are encouraged to seek the advice of independent legal counsel before executing this Agreement. Such independent counsel may help to determine the marketability of title; understand possible tax consequences; ascertain that the terms of the sale are adhered to before the transaction is closed; and provide advice with respect to all notices and other important matters related to this Agreement. Purchaser and Seller acknowledge the importance of obtaining advice from independent counsel and acknowledge that no broker and/or real estate agent is acting as an attorney or providing legal advice and no broker and/or real estate agent shall be responsible for any loss or damage resulting from the preparation of this Agreement or any addenda thereto.

**Purchaser's Acknowledgement of Offer:**

By signing below, Purchaser acknowledges having read and received a copy of this Purchase Agreement.

**For Purchaser:**

**Witnesses:**

By:

Its: \_\_\_\_\_

By:

Its: \_\_\_\_\_

**Seller's Acceptance:**

Seller accepts this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_(AM/PM) ☐ with the following conditions:

; or ☐ without qualification.

By signing below, Seller acknowledges having read and received a copy of this Agreement. If this Agreement is signed by Seller without any modification, the acceptance date stated herein shall be the Effective Date of the Agreement.

If additional conditions are stipulated herein, Seller gives Purchaser until the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ (AM/PM) to provide its written acceptance of the counter conditions stated herein.

**For Seller:**

**Witnesses:**

By:

Its: \_\_\_\_\_

By:

Its: \_\_\_\_\_

By:

Its: \_\_\_\_\_

**Purchaser's Acknowledgment of Seller's Acceptance:**

Purchaser acknowledges receipt of Seller's acceptance of Purchaser's offer. If the acceptance was subject to changes from Purchaser's offer, Purchaser agrees to accept those changes, with all other terms and conditions remaining unchanged. If this Agreement is signed by Purchaser without any modification, then the date stated as Purchase's Receipt of Acceptance shall then become the Effective Date of this Agreement.

Seller has accepted this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_(AM/PM)

**For Purchaser:**

**Witnesses:**

By:

Its: \_\_\_\_\_

By:

Its: \_\_\_\_\_

**Exhibits:**

The following exhibits are attached hereto and shall become part of this Agreement by reference

| <b>Exhibit<br/>Name</b> | <b>Exhibit Description</b>               | <b>Provided<br/>By<br/>(Purchaser or Seller)</b> | <b>Attached<br/>By<br/>(Date)</b> |
|-------------------------|------------------------------------------|--------------------------------------------------|-----------------------------------|
|                         |                                          |                                                  |                                   |
| Exhibit A               | Property Survey and/or Legal Description | Seller                                           |                                   |
| Exhibit B               | Personal Property                        | Seller                                           |                                   |
| Exhibit C               |                                          |                                                  |                                   |
| Exhibit D               |                                          |                                                  |                                   |
| Exhibit E               |                                          |                                                  |                                   |
| Exhibit F               |                                          |                                                  |                                   |
| Exhibit G               |                                          |                                                  |                                   |
|                         |                                          |                                                  |                                   |

## INVENTORY PER ROOM - MANSFIELD

[illegible]



| Parcel Number    | Street Address              | Community         | Sale Date  | Sale Price   |
|------------------|-----------------------------|-------------------|------------|--------------|
| 08-03-31-475-011 | 3515 BROAD ST               | DEXTER            | 08/10/21   | \$1,892,000  |
| 08-08-05-230-007 | 7850 SECOND ST              | DEXTER            | 05/26/22   | \$750,000    |
| 08-08-07-125-018 | 2362 BISHOP CIRCLE EAST     | DEXTER            | 11/18/22   | \$1,650,000  |
| 11-04-360-001    | 2-4 W Forest Ave            | CITY OF YPSILANTI | 12/3/2020  | \$200,000    |
| 11-11-04-360-003 | 626 N HURON                 | CITY OF YPSILANTI | 07/27/22   | \$1,225,000  |
| 11-11-04-461-002 | 12 E FOREST                 | CITY OF YPSILANTI | 02/28/23   | \$650,000    |
| 11-11-37-226-010 | 612 S MANSFIELD             | CITY OF YPSILANTI | 09/12/22   | \$435,000    |
| 11-11-37-226-013 | 663 S MANSFIELD             | CITY OF YPSILANTI | 03/02/22   | \$1,000,000  |
| 11-11-37-230-012 | 599 S MANSFIELD             | CITY OF YPSILANTI | 10/07/22   | \$1,100,000  |
| 11-11-39-330-010 | 576 S MANSFIELD             | CITY OF YPSILANTI | 03/31/23   | \$550,000    |
| 11-11-39-335-006 | 535 S MANSFIELD             | CITY OF YPSILANTI | 11/25/22   | \$3,175,000  |
| 18-12-31-210-025 | 960 WOODLAND DR EAST        | SALINE            | 03/01/23   | \$2,800,000  |
| 18-12-31-480-002 | 151 S INDUSTRIAL DR         | SALINE            | 04/09/21   | \$4,550,000  |
| B -02-06-200-022 | 777 W EIGHT MILE RD         | NORTHFIELD TWP    | 06/14/19   | \$1,000,000  |
| B -02-20-100-021 | 7050 JOMAR DR               | NORTHFIELD TWP    | 01/22/15   | \$1,050,000  |
| B -02-21-300-019 | 1081 E NORTH TERRITORIAL RD | NORTHFIELD TWP    | 07/06/15   | \$1,400,000  |
| CL0-116-2200-00  | 10555 TEC-CLINTON HWY       | CLINTON TWP       | 04/04/22   | \$3,000,000  |
| K -11-38-280-012 | 1476 SEAVER                 | YPSILANTI TWP     | 02/11/22   | \$10,500,000 |
| L -12-08-400-009 | 760 STATE CIR               | PITTSFIELD TWP    | 09/02/2022 | \$1,800,000  |
| L -12-16-300-019 | 4640 S STATE ST             | PITTSFIELD TWP    | 05/30/2023 | \$520,000    |
| L -12-29-400-005 | 6812 S STATE ST             | PITTSFIELD TWP    | 08/31/2023 | \$3,490,000  |

| Instr. | Terms of Sale                | Asd. when Sold | Yr Blt | Floor Area | Asd/Adj. Sale |
|--------|------------------------------|----------------|--------|------------|---------------|
| WD     | 03-ARM'S LENGTH              | \$763,800      | 0      | 9,861      | 40.37         |
| WD     | 03-ARM'S LENGTH              | \$491,700      | 0      | 45,000     | 65.56         |
| WD     | 03-ARM'S LENGTH              | \$472,500      | 0      | 18,770     | 28.64         |
| PTA    | Arms Length                  | \$112,500      | 1922   | 5,522      | 56.25         |
| PTA    | 03-ARM'S LENGTH              | \$233,900      | 0      | 15,952     | 19.09         |
| PTA    | 03-ARM'S LENGTH              | \$239,400      | 1830   | 53,936     | 36.83         |
| PTA    | 03-ARM'S LENGTH              | \$132,500      | 1986   | 8,060      | 30.46         |
| PTA    | 03-ARM'S LENGTH              | \$369,000      | 1997   | 17,200     | 36.90         |
| LC     | 03-ARM'S LENGTH              | \$231,600      | 1988   | 14,000     | 21.05         |
| PTA    | 03-ARM'S LENGTH              | \$150,100      | 1999   | 7,200      | 27.29         |
| PTA    | 03-ARM'S LENGTH              | \$518,700      | 1998   | 42,880     | 16.34         |
| WD     | 03-ARM'S LENGTH              | \$1,700,700    | 1980   | 85,160     | 60.74         |
| WD     | 03-ARM'S LENGTH              | \$2,126,400    | 2001   | 69,916     | 46.73         |
| WD     | 03-ARM'S LENGTH              | \$931,700      | 1952   | 80,547     | 93.17         |
| WD     | 03-ARM'S LENGTH              | \$700,100      | 2000   | 19,128     | 66.68         |
| LC     | 03-ARM'S LENGTH              | \$411,000      | 1986   | 24,570     | 29.36         |
| WD     | 19-MULTI PARCEL ARM'S LENGTH | \$620,700      | 0      | 192        | 20.69         |
| WD     | 03-ARM'S LENGTH              | \$2,934,400    | 2006   | 172,663    | 27.95         |
| CD     | 03-ARM'S LENGTH              | \$339,400      | 1966   | 16,000     | 18.86         |
| WD     | 03-ARM'S LENGTH              | \$116,300      | 1988   | 3,000      | 22.37         |
| CD     | 03-ARM'S LENGTH              | \$1,083,800    | 1981   | 45,700     | 31.05         |

| Cur. Appraisal | Cur. Assessed | Prev. Assessed | Land Value  | Net Acreage | Reason |
|----------------|---------------|----------------|-------------|-------------|--------|
| \$1,513,271    | \$0           | \$763,800      | \$69,240    | 1.20        |        |
| \$983,395      | \$491,700     | \$491,700      | \$111,760   | 1.76        |        |
| \$1,025,946    | \$513,000     | \$472,500      | \$136,840   | 2.20        |        |
| \$196,967      | \$98,500      | \$96,800       | \$84,017    | 1.23        | None   |
| \$529,790      | \$264,900     | \$254,500      | \$72,420    | 1.30        |        |
| \$525,094      | \$262,500     | \$259,300      | \$102,400   | 2.56        |        |
| \$278,748      | \$139,400     | \$137,700      | \$123,520   | 3.09        |        |
| \$812,690      | \$406,300     | \$400,600      | \$116,120   | 2.90        |        |
| \$507,254      | \$253,600     | \$248,100      | \$166,000   | 4.15        |        |
| \$324,941      | \$162,500     | \$160,200      | \$67,448    | 0.89        |        |
| \$1,172,271    | \$586,100     | \$567,100      | \$178,760   | 4.47        |        |
| \$3,401,421    | \$1,700,700   | \$1,459,300    | \$692,863   | 9.42        |        |
| \$4,252,807    | \$2,126,400   | \$1,736,200    | \$514,012   | 5.00        |        |
| \$2,089,171    | \$1,044,600   | \$1,011,400    | \$935,426   | 19.67       |        |
| \$1,797,339    | \$898,700     | \$878,900      | \$145,785   | 5.31        |        |
| \$1,255,078    | \$627,500     | \$620,000      | \$427,628   | 12.00       |        |
| \$1,249,425    | \$624,700     | \$620,700      | \$1,247,315 | 357.56      |        |
| \$6,818,689    | \$3,409,300   | \$3,361,900    | \$1,344,702 | 36.09       |        |
| \$773,676      | \$386,800     | \$380,900      | \$287,680   | 1.78        |        |
| \$236,480      | \$118,200     | \$116,300      | \$126,384   | 1.28        |        |
| \$2,206,457    | \$1,103,200   | \$1,083,800    | \$627,803   | 12.18       |        |

| Comments      | Gov. L Class | Neigh.     | L-4015 Type  | Grantor                          |
|---------------|--------------|------------|--------------|----------------------------------|
|               | 8            | 301 301    | Conventional | 3515 BROAD ST LLC                |
|               | 8            | 301 301    | Conventional | ADAIR PRINTING COMPANY           |
|               | 8            | 301 301    | Conventional | CHAMPION HOLDINGS LLC            |
|               | 11           | 301 62     | Conventional | Zamperia Brother LLC             |
|               | 11           | 301 00062  | Conventional | NORTH HURON HOLDINGS, LLC        |
|               | 11           | 301 00062  | Conventional | MICHIGAN LADDER PROPERTIES LLC   |
|               | 11           | 301 00062  | Conventional | SINGLE DAVID                     |
|               | 11           | 301 00062  | Conventional | HURON ADVERTISING CO., INC.      |
|               | 11           | 301 00062  | Conventional | CAD TAVERN, INC                  |
|               | 11           | 301 00062  | Conventional | HAMAMA, MARK                     |
|               | 11           | 301 00062  | Conventional | QC AMERICAN                      |
| ALSO 5513/649 | 18           | 301 30900  | Conventional | JAL ASSOCIATES                   |
|               | 18           | 301 30900  | Conventional | VARSITY DRIVE COMPANY INC        |
|               | B -02        | 301 301    | Conventional | 777 INVESTMENTS LLC              |
|               | B -02        | 301 301    | Conventional | NOHR & ASSOCIATES LLC            |
|               | B -02        | 301 301    | Conventional | MOEHRLE INC                      |
|               | CL0          | 301 201CL  | Conventional | CLINTON TECUMSEH AGGREGATES, LLC |
|               | 11           | 301 3700   | Conventional | ORPHIC YPSILANTI, LLC            |
|               | L -12        | 301 '3INWH | Conventional | RN & TJ CORPORATION              |
|               | L -12        | 301 '3INDW | Conventional | JEG PROPERTIES LLC               |
|               | L -12        | 301 '3INDW | Conventional | KALB-ANN ARBOR ASSOC             |

| Grantee                           | Verified by                 | Other Parcels in S# | A# | C |
|-----------------------------------|-----------------------------|---------------------|----|---|
| CITY OF DEXTER                    | BUYER/SELLER                |                     | 2  | 2 |
| CRYSTAL FLATS LLC                 | PROPERTY TRANSFER AFFIDAVIT |                     | 0  | 1 |
| SONG & CRANE LLC                  | DEED                        |                     | 0  | 1 |
| Monarch Acquisitions II LLC       | PTA                         |                     | 0  | 1 |
| PRESTIGE YPSILANTI STORAGE LLC    | PROPERTY TRANSFER AFFIDAVIT |                     | 0  | 4 |
| YPSILANTI WAREHOUSE LLC           | PROPERTY TRANSFER AFFIDAVIT |                     | 0  | 5 |
| ANS 2 LLC                         | PROPERTY TRANSFER AFFIDAVIT |                     | 0  | 2 |
| KINGDOM BROTHERS, LLC             | PROPERTY TRANSFER AFFIDAVIT |                     | 0  | 2 |
| SKY HOLDINGS GROUP LLC            | PROPERTY TRANSFER AFFIDAVIT |                     | 0  | 2 |
| RABIAH, SABAH                     | PROPERTY TRANSFER AFFIDAVIT |                     | 0  | 1 |
| 535 S MANSFIELD LLC               | PROPERTY TRANSFER AFFIDAVIT |                     | 0  | 2 |
| 960 WOODLAND DR LLC               | PROPERTY TRANSFER AFFIDAVIT |                     | 0  | 2 |
| BISHAR LAND COMPANY SALINE LLC    | DEED                        |                     | 0  | 1 |
| THERMBOND REAL ESTATE HOLDING INC | PROPERTY TRANSFER AFFIDAVIT |                     | 0  | 8 |
| ELY HOLDINGS LLC                  | PROPERTY TRANSFER AFFIDAVIT |                     | 1  | 1 |
| UNITED TECHNICAL HOLDINGS, LLC    | OTHER                       |                     | 0  | 2 |
| HOLLINGSHEAD MATERIALS LLC        | DEED                        | CL0-116-1305-00     | 0  | 1 |
| 1476 SEAVER WAY LLC               | PROPERTY TRANSFER AFFIDAVIT |                     | 0  | 1 |
| GFF760SC LLC                      | DEED                        |                     | 0  | 1 |
| WELT HOLDINGS LLC                 | DEED                        |                     | 0  | 1 |
| 6812 SOUTH STATE OWNER LLC        | DEED                        |                     | 0  | 1 |

| Occupancy                                | Class   | Sto | Zip Cod | Land Table                   |
|------------------------------------------|---------|-----|---------|------------------------------|
| Office Buildings                         | D,Frame | 1   | 48130   | INDUSTRIAL PARCELS           |
| Industrial - Light Manufacturing         | C       | 1   | 48130   | INDUSTRIAL PARCELS           |
| Industrial - Light Manufacturing         | C       | 1   | 48130   | INDUSTRIAL PARCELS           |
| Warehouse                                | C       | 1   | 48197   | 62                           |
| Warehouses - Storage                     | C       | 1   | 48197   | 62. INDUSTRIAL               |
| Industrial - Light Manufacturing         | D,Pole  | 1   | 48198   | 62. INDUSTRIAL               |
| Industrial - Light Manufacturing         | S       | 1   | 48197   | 62. INDUSTRIAL               |
| Industrial - Light Manufacturing         | C       | 1   | 48197   | 62. INDUSTRIAL               |
| Warehouses - Storage                     | S       | 1   | 48197   | 62. INDUSTRIAL               |
| Office Buildings                         | C       | 1   | 48197   | 62. INDUSTRIAL               |
| Industrial - Light Manufacturing         | C       | 1   | 48197   | 62. INDUSTRIAL               |
| Industrial - Light Manufacturing         | S       | 1   | 48176   | INDUSTRIAL                   |
| Warehouses - Storage                     | S       | 1   | 48176   | INDUSTRIAL                   |
| Industrial - Light Manufacturing         | S       | 1   | 48189   | 301.INDUSTRIAL               |
| Office Buildings                         | S       | 1   | 48189   | 301.INDUSTRIAL               |
| Industrial - Light Manufacturing         | C       | 1   | 48189   | 301.INDUSTRIAL               |
| Shed - Utility Light Commercial Building | D,Frame | 1   | 49286   | CL301 - INDUSTRIAL           |
| Industrial - Light Manufacturing         | S       | 1   | 48197   | INDUST THROUGH OUT TWP - 300 |
| Warehouses - Distribution                | C       | 1   | 48108   | WCIN2-IND                    |
| Industrial - Light Manufacturing         | C       | 1   | 48108   | WCIND-INDUSTRIAL             |
| Industrial - Light Manufacturing         | C       | 1   | 48176   | WCIND-INDUSTRIAL             |

## INVENTORY PER ROOM - MANSFIELD

[illegible]

11/11/2019



REQUEST FOR LEGISLATION  
November 7, 2023

For: Mayor and City Council

From: John Barr

Subject: Resolution 2023-217, Approving a budget amendment for the purchase of 599 S. Mansfield.  
**Amended**

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SUMMARY & BACKGROUND: Staff has recommended the purchase of 599 South Mansfield for the sum of \$3,700,000 for DPS operations. To complete the purchase funds will be needed to be transferred from the general fund to the capital improvement fund.

Staff recommends the transfer and that Council approve the transfer by resolution.

RECOMMENDED ACTION: Staff recommends adoption of the resolution.

ATTACHMENTS:

1. USE Resolution No 2023-217 Budget Amendment

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CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: November 7, 2023

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2023-217  
November 7, 2023

RESOLUTION TO AMEND THE GENERAL FUND BUDGET  
TO TRAHER \$3,700,000 TO CAPITAL IMPROVEMENT FUND  
FOR PURCHASE OF 599 SOUTH MANSFIELD

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

Whereas, City Council determines that the purchase of 599 South Mansfield, Ypsilanti, MI 48197 is necessary for the continued operation of the Ypsilanti Department of Public Service, and

Whereas, the property at 580 South Mansfield is suitable and available for purchase, and

Whereas, City Council has authorized the purchase of 599 Mansfield and a budget amendment is required to transfer funds for the purchase,

Now, therefore, Council authorizes a Budget Adjustment to transfer funds from the General Fund to the Capital Improvement Fund, account 414-2652-970-03 in the amount of Two Million, Nine Hundred Fifty Dollars (\$3,700,000) for the purchase of 599 South Mansfield, Ypsilanti, MI 48197.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:



REQUEST FOR LEGISLATION  
November 7, 2023

For: Mayor and City Council

From:

Subject: Resolution 2023-218, Approving the Middle Huron Partners contract.

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**SUMMARY & BACKGROUND:** The vast majority of the citizens of Ypsilanti live in the area known as the Middle Huron Watershed. The Middle Huron Partners have invested significant resources to reduce pollution entering the Huron River since 1995. Twenty municipalities and agencies participate in the Middle Huron Partners, including the City of Ypsilanti. The city's current contract with the Middle Huron Partners expires at the end of 2023, and a new contract has been offered for 2024-2028.

**RECOMMENDED ACTION:** Approval of the contract

**ATTACHMENTS:**

1. Res No 2023-218 Middle Huron Partnership
2. Middle Huron Partners Draft Contract 2024-28
3. Contract Package - MHP 2024-28
4. Middle Huron Partners Fact Sheet
5. Copy of MHP Contact Info - For Review

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CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: November 7, 2023

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2023-218  
November 7, 2023

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

THAT the contract with Middle Huron Partnership to provide services as described in their statement of work covering the period of January 1<sup>st</sup>, 2024 – December 31<sup>st</sup>, 2028 for an amount not to exceed \$63,244.20 be approved.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:

# PROFESSIONAL SERVICES CONTRACT

## *Project: Middle Huron Partnership*

Agreement is made this **7<sup>th</sup> Day of November 2023** by the **City of Ypsilanti**, (Partner) whose address is **1 S. Huron, Ypsilanti MI 48197**, and the Huron River Watershed Council (HRWC), 117 North First Street, Suite 100, Ann Arbor, Michigan, 48104.

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

### ARTICLE I – SCOPE OF SERVICES

HRWC will provide services as described in the Statement of Work (Middle Huron Partners Work Plan).

### ARTICLE II – COMPENSATION

From January 1, 2024 through December 31, 2028, the Partner will pay HRWC an amount not to exceed **\$63,244.20** over the five-year life of the contract, payable in five annual installments. The initial installment shall be **\$12,648.84**. Each installment shall be payable within 30 days from the date of the invoice.

### ARTICLE III – REPORTING OF CONSULTANT

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

Section 2 – When applicable, HRWC will submit quarterly reports to the Partner.

### ARTICLE IV – TERM

This contract begins on January 1, 2024 and ends on December 31, 2028. Either party may, with or without cause, terminate this Agreement by giving the other party at least ninety (90) days advance written notice. The parties may, by written agreement, extend this Agreement for additional time periods.

### ARTICLE V – PERSONNEL

The parties agree that HRWC is neither an employee nor an agent of the Partner for any purposes. It is the express intention of the parties that HRWC is an independent consultant and not an employee, agent, joint venture, or partner of the Partner. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between HRWC and the Partner. Both parties acknowledge that HRWC is not an employee under the laws or regulations of any government or governmental agency, including but not limited to, any federal, state, or local taxing authority.

### ARTICLE VI – INSURANCE REQUIREMENTS

HRWC will maintain at its own expense during the term of this contract, the following insurance, proof of which will be submitted to the Partner upon request:

1. Worker's Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.

## PROFESSIONAL SERVICES CONTRACT

### *Project: Middle Huron Partnership*

2. Comprehensive/Commercial General Liability/Professional Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage.

3. HRWC will indemnify the Partner and its officers, employees and agents from all liability of any sort that may result from injury or death to any person or loss or damage to any property in the performance of any services funded in whole or in part under this Agreement.

### ARTICLE VII – COMPLIANCE WITH LAWS AND REGULATIONS

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

### ARTICLE VIII EQUAL EMPLOYMENT OPPORTUNITY

If HRWC hires one or more employees, as regular employees or through subcontract, HRWC will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of business).

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

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

### ARTICLE IX – ASSIGNS AND SUCCESSORS

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

### ARTICLE X – EQUAL ACCESS

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

### ARTICLE XI – OWNERSHIP OF DOCUMENTS AND PUBLICATION

## PROFESSIONAL SERVICES CONTRACT

*Project: Middle Huron Partnership*

All documents developed as a result of this contract will be freely available to the public, other than those for which confidentiality is required, as jointly determined by HRWC and the Partner.

### ARTICLE XII – CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

City of Ypsilanti

HURON RIVER WATERSHED  
COUNCIL

By: \_\_\_\_\_  
Nicole Brown, 11-7-2023  
Mayor of Ypsilanti

By: \_\_\_\_\_  
Rebecca Esselman, (date)  
Executive Director

**DATE**

**ADDRESS**

**RE: 2024-28 Contracts for the Middle Huron Partnership**

Dear **NAME**:

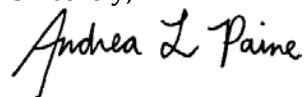
For nearly 30 years, the Huron River Watershed Council (HRWC) has provided support to partner municipalities and agencies through the Middle Huron Partners to address stormwater and other pollution sources into the Huron River system. The Middle Huron Partners has been the forum for watershed partners to work together to meet state and federal requirements and reduce pollution in the middle Huron River and its tributaries. This effort has largely been funded by the partners themselves who value working collaboratively and demonstrate their commitment to the goals of the Partnership through financial support.

In 2009, some of these partners came together to additionally form the Stormwater Advisory Group (SAG) to comply with requirements under the Stormwater Permits (Phase I and II) issued by the Michigan Department of Environment, Great Lakes, and Energy (EGLE). HRWC now provides services for both efforts and refers to the entire effort as the Middle Huron Partnership. These services include preparation of regulatory compliance products, development and implementation of monitoring and education programs, group representation in discussions with EGLE, and implementation projects. A five-year work plan (see enclosed) covering the calendar years 2024 through 2028 (the stormwater permit cycle) was developed and reviewed by partner representatives. Ongoing support from the partners is essential for continued pollution reduction efforts in the middle Huron River and its tributaries.

In order to fulfill these services, HRWC is requesting the financial support of the **COMMUNITY NAME** in the amount of **\$ ALLOCATION AMOUNT** starting in 2024 for services to be performed over the five-year period. Other organizations also are being asked to contribute to this partnership (see enclosed budget allocation). Included you will find a contract to support these services, the 5-year work plan, the work plan “not to exceed” budget, Partner budget allocation, and an invoice schedule. Your organization or agency will be invoiced in the spring of 2024 for the first year’s assessment.

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

Sincerely,



Andrea Paine  
Middle Huron Partnership Coordinator  
apaine@hrwc.org  
734-519-0354



TO: Middle Huron Partners  
FROM: Andrea Paine, Program Coordinator  
RE: Draft 2024-2028 Work Plan and Budget  
DATE: October 16, 2023

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HRWC provides joint services to municipalities and agencies within the Huron River Watershed in Washtenaw County to address watershed-wide compliance with state stormwater regulations and reduce phosphorus contributions to meet the Total Maximum Daily Load (TMDL) for Ford and Belleville Lakes. Collectively, the participating partners supporting these efforts are referred to as the Middle Huron Partners (Partners). The current services provided were agreed to under a 5-year work plan with contracts that expire on December 31, 2023.

The Partners work cooperatively to save effort and minimize costs, to share lessons and ideas, and to more comprehensively meet the goals of stormwater permits and management. The proposed work plan includes activities that are essential to fulfilling the expectations set forth in the original Cooperative Agreement for the Partnership and Phase I or II Stormwater Permit regulations. The work plan is for five years, which is consistent with a five-year permit cycle for stormwater regulations. However, most Partners are currently still operating on permits issued by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) in 2003 and waiting to hear back from EGLE on permit applications submitted in 2013.

**Timeline:** This proposed work plan begins January 1, 2024 and ends December 31, 2028.

## Work Plan Tasks:

### **Task 1: Coordinate and facilitate Partner meetings and implement the Public Participation Plan (PPP)**

**Description:** The Partners meet 3-6 times per year to report on progress toward meeting permit requirements, phosphorus reduction goals, and implement priority activities from the Middle Huron Watershed Management Plans. Subcommittee work groups may form and meet as needed. HRWC will prepare communications for the meetings including agenda, agenda item materials, and follow-up items; facilitate meetings; and coordinate with guest speakers. HRWC will also post and distribute materials for Partners in compliance with the Public Participation Plan. HRWC will develop a bi-monthly e-mail newsletter to provide Partners with relevant updates, Public Education Plan materials, news, funding opportunities, and learning/training opportunities. On a quarterly basis, usually in concert with Partner meetings, HRWC will prepare written progress reports to provide updates on completed and anticipated work plan and task activities. On an annual basis, HRWC will solicit Partner feedback on delivery of services and modify execution, as requested by Partners.

**Rationale:** Public meetings are required for Partner stormwater permits and are necessary for planning and coordinating collaborative activities.

### **Task 2: Prepare program reports for Partners**

**Description:** Currently, biennial progress reports are required for the stormwater permit. EGLE may move the frequency back to annually, however. HRWC will work with Partners to



develop a template for progress reports to EGLE. The template will be updated to remain compliant with changes to EGLE reporting requirements. HRWC will compile and summarize relevant information as needed for Partner stormwater reports. Some specific Partner information will need to be added to complete reports before submittal. All reporting materials will be published and distributed through email to Partners and via the HRWC website. A broader report is being developed for efforts made to address the TMDL (see Task 7). HRWC will use an online framework to reporting TMDL progress and success. HRWC will continue updating it on an annual basis.

Rationale: Biennial reports are required for Partner stormwater permits. Regular reporting of progress toward TMDL targets will help Partners justify expenditures and evaluate the impact of investments. The reports also provide the basis for measuring and reporting overall progress over time.

**Task 3: Conduct water chemistry, macroinvertebrates, and flow monitoring**

Description: Water quality monitoring is required to provide an overall assessment of the health of the watershed and identify areas of success and those in need of greater attention. HRWC will work with the Partners to plan and execute monitoring and stormwater investigation for the growing seasons (April to September). Macroinvertebrate collections will take place in January, April, and October. Macroinvertebrate monitoring will rotate among sites each year to minimize cost and maintain continuity of data. HRWC will work with Partners to integrate chemistry monitoring with Illicit Discharge Elimination Programs (IDEP). Work will generally include: maintain a network of water level/discharge sensors, including tracking USGS sensors; measuring stream discharge at 8 long-term monitoring sites during dry and wet weather conditions; monitor key water quality parameters at 11 long-term sites and additional investigative sites during dry and wet weather conditions; collect a survey of macroinvertebrate diversity twice per year, with an additional winter stonefly target collection; collect targeted chemistry samples through rain events; obtain and maintain equipment; recruit volunteers; train volunteers; deliver water samples to a lab; obtain lab results and enter into database; analyze and synthesize data; communicate monitoring results in report form for a general audience; present results annually at a Partner meeting; incorporate results into progress reports and other promotional media; and disseminate monitoring reports to Partners and post on HRWC website.

**Note:** *At this time, HRWC and Washtenaw County WRC are negotiating changes to the monitoring strategy requested by EGLE. The overall schedule and approach will likely change somewhat from the last cycle, but HRWC will endeavor to keep the monitoring budget similar to the previous budget.*

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

**Task 4: Develop priority implementation projects**

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

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

**Task 5: Provide technical assistance to Partners on permit compliance and watershed management issues**

Description: HRWC will provide support and technical assistance to Partners throughout the five-year contract period. HRWC will consult with Partners on an as-needed basis to provide advice, information, and assistance with all aspects of the stormwater permit. Further, HRWC will provide support to Partners on other non-stormwater, watershed management issues that may arise. If audited, HRWC staff will meet and communicate with EGLE auditors regarding permit-related watershed activities. It is anticipated that new applications will be required during this 5-year period. HRWC will facilitate discussion and development of permit application templates and other collaborative permit materials. HRWC will also represent Partners at statewide meetings or relevant watershed management discussions.

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

**Task 6: Continue to implement the Public Education Plans (PEP)**

Description: HRWC will develop and execute tasks to meet the PEP requirements. The PEP includes ten collaborative activities and strategies to address nine stormwater topics identified by EGLE. Tasks include regular development and distribution of an educational calendar (permit requires biennial distribution in even calendar years but the MHP has opted for voluntary annual distribution in the past), implementation of the Adopt-a-Storm-Drain program, development of digital and print advertising, representation at and participation in regional public events, development of other educational watershed management content for local distribution and use, and redevelopment and implementation of an evaluation survey. Details on specific task items can be found in the PEP.

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

**Task 7: Total Maximum Daily Load (TMDL) Implementation Plan Priority Activities**

Description: Stormwater permits now require activities to address TMDLs within management areas. HRWC submitted a TMDL Implementation Plan on behalf of the partners (currently being negotiated with EGLE) that included a number of specific activities. HRWC will support development of a green stormwater infrastructure (GSI) strategy and program along with partners (TMDL Implementation Plan Priority Activity 1). Major tasks include developing a process to incorporate available geographic, aerial and other remotely collected information, to map and identify opportunities for GSI projects in the Middle Huron River watershed. HRWC will work with MS4s to identify target locations that combine TMDL critical areas and available opportunities for GSI retrofit designs along key roads or other publicly-owned properties, as well as large business properties. HRWC will also provide leadership in coordinating partner responses and communications regarding new phosphorus discharge permit applications in the Middle

Huron River watershed in an effort to limit any additional sources (TMDL Implementation Plan Priority Activity 2). Activities may include requesting and analyzing information from EGLE, attending public meetings, developing public comments on behalf of Partners, or verbal delivering public comments. Lastly, to support TMDL Implementation Plan Priority Activity 3 HRWC will work with Partners to conduct bacterial source identification in priority areas as determined by ambient annual monitoring efforts outlined in Task 3 as well as supplemental genetic analyses. Key activities include conducting microbial source tracking (MST) monitoring at targeted outfalls, analyzing data to evaluate priority areas for fecal indicator bacteria sourcing, identifying suspect stormwater outfalls, and communicating with Partners Illicit Discharge Elimination Programs (IDEP) for additional screening. As needed, HRWC will assist Partners in communicating with property owners to remediate any failing septic systems, and HRWC will seek funding to support remedial efforts.

Rationale: To comply with stormwater permit requirements, HRWC and Partners developed a suite of Best Management Practices in spring 2023 as part of a revised TMDL Implementation Plan. The plan reflects a suite of 8 project priorities that will be implemented to collectively by MS4s and HRWC to make progress towards achieving TMDL pollutant load reduction targets for phosphorus, sediments, and bacteria, which is a key measure of success requested by EGLE.

**Note:** *EGLE recently requested significant additional effort beyond the initial draft plan. HRWC and Washtenaw County WRC are negotiating to clarify what will be required, so the plan is currently not finalized and a budget for this task is a rough estimate.*

#### **Additional Proposed Tasks**

Following are potential additional activities that HRWC could engage to assist Partners in stormwater permit compliance or general watershed improvement.

- A. **School Stormwater Program:** Over the course of this contract HRWC would like to slowly expand our successful storm drain program. In 2024 we will add mapping functionality for residents to identify locations that need to be adopted. In addition, we will be piloting a school-campus storm drain awareness and civic engagement program at 2 local schools in 2024. Based on an evaluation of this pilot, HRWC will approach the Middle Huron Partners to potentially augment the contract with options to expand this program, thus improving youth engagement in stormwater management.

**Budget:** A task budget and budget allocation (appended) were prepared to accompany the 5-year work plan. The budget allocation is determined by jurisdictional area, population in the watershed, and specific Partner permit requirements.

## 2024-2028 Middle Huron Partners Budget and Allocation Criteria Explanation

A proposed work plan and budget for efforts to support the Middle Huron Partners was distributed prior to the August 17, 2023 meeting. An updated budget and proposed budget allocation based on feedback from Partners and new EGLE permit requirements were shared prior to the October 19, 2023 meeting. The complete budget includes a five-year period from 2024 through 2028 and totals \$1,428,537 in effort and expenses. See the work plan and budget for details.

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

1. There are two types of Partner organizations: municipalities and agencies (including counties, school districts, and universities). 65% is allocated to municipalities and 35% is allocated to agencies. Municipal allocations were determined by the combined area and population percentages in the watershed. Agency allocations were based on general size and scope of the agency.
2. The Partnership effort addresses a wide variety of watershed, stormwater, and point source pollution issues. 50% of the budget was allocated to Partners covered by stormwater regulations, given many of the tasks are particularly beneficial to stormwater improvement and compliance. Some of the work is generally beneficial to the watershed across the board. 40% of the budget is allocated across all Partners. There are also four point sources (wastewater treatment plants) that are addressed by Partnership efforts. 10% of the budget is allocated to Partners with point sources. The final budget allocations are compiled by adding the stormwater, general watershed, and point source allocations.
3. The final allocation is divided into annual assessments, which will be used for invoicing starting in 2024.

HRWC will make every effort to gather support and participation from all community partners in the Middle Huron watershed, including those not current participating in the Partnership. The current allocation only includes currently participating Partners. If new Partners opt into the next contract period, assessments would be reduced. Thus, the current allocation should be considered an estimate.

## 2024-2028 Middle Huron Partners Budget Overview

| Task No. | Task Name                                  | Item   | 2024         | 2025         | 2026         | 2027         | 2028         | TOTAL          |
|----------|--------------------------------------------|--------|--------------|--------------|--------------|--------------|--------------|----------------|
| 1        | Facilitation and coordination              | Staff  | \$9,520.00   | \$9,805.60   | \$10,099.77  | \$10,402.76  | \$10,714.84  | \$ 50,542.97   |
|          |                                            | Direct | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -           |
|          |                                            | Total  | \$9,520.00   | \$9,805.60   | \$10,099.77  | \$10,402.76  | \$10,714.84  | \$ 50,542.97   |
| 2        | Progress reporting                         | Staff  | \$5,440.00   | \$5,603.20   | \$5,771.30   | \$5,944.43   | \$6,122.77   | \$ 28,881.70   |
|          |                                            | Direct | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -           |
|          |                                            | Total  | \$5,440.00   | \$5,603.20   | \$5,771.30   | \$5,944.43   | \$6,122.77   | \$ 28,881.70   |
| 3        | Water monitoring                           | Staff  | \$88,400.00  | \$91,052.00  | \$93,783.56  | \$96,597.07  | \$99,494.98  | \$ 469,327.61  |
|          |                                            | Direct | \$ 25,292.00 | \$ 25,306.00 | \$ 25,320.00 | \$ 25,334.00 | \$ 25,348.00 | \$ 126,600.00  |
|          |                                            | Total  | \$113,692.00 | \$116,358.00 | \$119,103.56 | \$121,931.07 | \$124,842.98 | \$ 595,927.61  |
| 4        | Develop priority implementation projects   | Staff  | \$6,800.00   | \$7,004.00   | \$7,214.12   | \$7,430.54   | \$7,653.46   | \$ 36,102.12   |
|          |                                            | Direct | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -           |
|          |                                            | Total  | \$6,800.00   | \$7,004.00   | \$7,214.12   | \$7,430.54   | \$7,653.46   | \$ 36,102.12   |
| 5        | Technical assistance and permit compliance | Staff  | \$4,760.00   | \$4,902.80   | \$5,049.88   | \$5,201.38   | \$5,357.42   | \$ 25,271.49   |
|          |                                            | Direct | \$ 52.80     | \$ 54.40     | \$ 56.00     | \$ 57.60     | \$ 59.20     | \$ 280.00      |
|          |                                            | Total  | \$4,812.80   | \$4,957.20   | \$5,105.88   | \$5,258.98   | \$5,416.62   | \$ 25,551.49   |
| 6        | Public education plan implementation       | Staff  | \$57,800.00  | \$59,534.00  | \$61,320.02  | \$63,159.62  | \$65,054.41  | \$ 306,868.05  |
|          |                                            | Direct | \$60,000     | \$63,000     | \$66,150     | \$69,457     | \$72,929     | \$331,536      |
|          |                                            | Total  | \$117,800.00 | \$122,534.00 | \$127,470.02 | \$132,616.62 | \$137,983.41 | \$ 638,404.05  |
| 7        | TMDL implementation plan activities        | Staff  | \$6,800.00   | \$7,004.00   | \$7,214.12   | \$7,430.54   | \$7,653.46   | \$ 36,102.12   |
|          |                                            | Direct | \$ 3,399.00  | \$ 3,402.00  | \$ 3,405.00  | \$ 3,408.00  | \$ 3,411.00  | \$ 17,025.00   |
|          |                                            | Total  | \$10,199.00  | \$10,406.00  | \$10,619.12  | \$10,838.54  | \$11,064.46  | \$ 53,127.12   |
|          | TOTAL                                      |        | \$268,263.80 | \$276,668.00 | \$285,383.77 | \$294,422.95 | \$303,798.54 | \$1,428,537.06 |

### 2024-2028 Middle Huron Partners Proposed Cost Allocation

|                   |      |             |           |     |
|-------------------|------|-------------|-----------|-----|
| Total Budget      | 100% | \$1,428,537 |           |     |
| Stormwater        | 50%  | \$714,269   | Municipal | 65% |
| Point Sources     | 10%  | \$142,854   | Agencies  | 35% |
| General Watershed | 40%  | \$571,415   |           |     |

| Municipal/Agency Name      | Total Area (Acres) | Total Population | % Area in Middle Huron Watershed | Estimated Population in Middle Huron Watershed | Area in Middle Huron Watershed (Acres) | Estimated % Total Middle Huron Watershed Population | Estimated % Total Middle Huron Watershed Area | % Population and Land Area | % General   | % Storm     | % Point     | General Assessment | Stormwater Assessment | Point Source Assessment | Total Raw Assessment | Average Annual Assessment |
|----------------------------|--------------------|------------------|----------------------------------|------------------------------------------------|----------------------------------------|-----------------------------------------------------|-----------------------------------------------|----------------------------|-------------|-------------|-------------|--------------------|-----------------------|-------------------------|----------------------|---------------------------|
| Ann Arbor                  | 17,490             | 121,367          | 99.6                             | 120,902                                        | 17,423                                 | 57.6                                                | 22.1                                          | 39.8                       | 25.9%       | 34.3%       | 50%         | \$ 147,834         | \$ 245,233            | \$ 71,427               | \$ 464,494           | \$ 92,898.88              |
| Ann Arbor Twp              | 11,398             | 4,527            | 99.5                             | 4,506                                          | 11,344                                 | 2.1                                                 | 14.4                                          | 8.3                        | 5.4%        |             |             | \$ 30,649          | \$ -                  | \$ -                    | \$ 30,649            | \$ 6,129.72               |
| Barton Hills               | 500                | 306              | 100.0                            | 306                                            | 500                                    | 0.1                                                 | 0.6                                           | 0.4                        | 0.3%        | 0.3%        |             | \$ 1,446           | \$ 2,398              | \$ -                    | \$ 3,844             | \$ 768.84                 |
| Belleville                 | 746                | 3,802            | 43.7                             | 1,661                                          | 326                                    | 0.8                                                 | 0.4                                           | 0.6                        | 0.4%        | 0.5%        |             | \$ 2,235           | \$ 3,708              | \$ -                    | \$ 5,943             | \$ 1,188.54               |
| Chelsea                    | 1,487              | 5,283            | 100                              | 5,283                                          | 1,487                                  | 2.5                                                 | 1.9                                           | 2.2                        | 1.4%        |             | 20%         | \$ 8,166           | \$ -                  | \$ 28,571               | \$ 36,736            | \$ 7,347.28               |
| Dexter                     | 931                | 4,605            | 100                              | 4,605                                          | 931                                    | 2.2                                                 | 1.2                                           | 1.7                        | 1.1%        | 1.5%        | 20%         | \$ 6,259           | \$ 10,383             | \$ 28,571               | \$ 45,213            | \$ 9,042.66               |
| Pittsfield Twp             | 17,870             | 38,938           | 16                               | 6,095                                          | 2,797                                  | 2.9                                                 | 3.5                                           | 3.2                        | 2.1%        | 2.8%        |             | \$ 11,962          | \$ 19,844             | \$ -                    | \$ 31,806            | \$ 6,361.22               |
| Scio Twp                   | 21,187             | 17,806           | 100                              | 17,795                                         | 21,174                                 | 8.5                                                 | 26.8                                          | 17.6                       | 11.5%       |             | 10%         | \$ 65,504          | \$ -                  | \$ 14,285               | \$ 79,789            | \$ 15,957.78              |
| Superior Twp               | 22,734             | 14,976           | 55                               | 8,201                                          | 12,449                                 | 3.9                                                 | 15.8                                          | 9.8                        | 6.4%        |             |             | \$ 36,513          | \$ -                  | \$ -                    | \$ 36,513            | \$ 7,302.54               |
| Ypsilanti                  | 3,027              | 21,472           | 91                               | 19,571                                         | 2,759                                  | 9.3                                                 | 3.5                                           | 6.4                        | 4.2%        | 5.5%        |             | \$ 23,786          | \$ 39,458             | \$ -                    | \$ 63,244            | \$ 12,648.84              |
| Ypsilanti Twp              | 20,187             | 54,642           | 38.7                             | 21,151                                         | 7,814                                  | 10.1                                                | 9.9                                           | 10.0                       | 6.5%        | 8.6%        |             | \$ 37,066          | \$ 61,486             | \$ -                    | \$ 98,551            | \$ 19,710.26              |
| <b>Municipal Subtotal</b>  | <b>117,557</b>     | <b>287,724</b>   |                                  | <b>210,075</b>                                 | <b>79,004</b>                          | <b>100</b>                                          | <b>100</b>                                    | <b>100</b>                 |             |             |             |                    |                       |                         |                      |                           |
| WCWRC                      |                    |                  |                                  |                                                |                                        |                                                     |                                               | 42.0                       | 14.7%       | 19.5%       |             | \$ 83,998          | \$ 139,339            | \$ -                    | \$ 223,337           | \$ 44,667.36              |
| WCRC                       |                    |                  |                                  |                                                |                                        |                                                     |                                               | 42.0                       | 14.7%       | 19.5%       |             | \$ 83,998          | \$ 139,339            | \$ -                    | \$ 223,337           | \$ 44,667.36              |
| Ann Arbor Schools          |                    |                  |                                  |                                                | 770                                    |                                                     | 1.0                                           | 5.0                        | 1.8%        | 2.3%        |             | \$ 10,000          | \$ 16,588             | \$ -                    | \$ 26,588            | \$ 5,317.54               |
| University of Michigan     |                    |                  |                                  |                                                | 3,178                                  |                                                     | 4.0                                           | 10.0                       | 3.5%        | 4.6%        |             | \$ 20,000          | \$ 33,176             | \$ -                    | \$ 53,175            | \$ 10,635.09              |
| VA Ann Arbor Health System |                    |                  |                                  |                                                |                                        |                                                     |                                               | 1.0                        | 0.4%        | 0.5%        |             | \$ 2,000           | \$ 3,318              |                         | \$ 5,318             | \$ 1,063.51               |
| <b>Totals</b>              |                    |                  |                                  |                                                |                                        |                                                     |                                               | <b>100.0</b>               | <b>100%</b> | <b>100%</b> | <b>100%</b> | <b>\$ 571,415</b>  | <b>\$ 714,269</b>     | <b>\$ 142,854</b>       | <b>\$ 1,428,537</b>  | <b>\$ 285,707.41</b>      |

#### Sources:

Population estimates were provided by SEMCOG in 2022 and are based on the 2020 US Census

Areas are based on a GIS analysis of municipality and Middle Huron Watershed boundaries by the Huron River Watershed Council

# Middle Huron by the Numbers



The Middle Huron Partners have invested significant resources to reduce pollution entering the Huron River. Since 1995 they have worked together to develop stronger soil erosion controls for construction projects, enact ordinances that protect shoreline plant buffers and that restrict the use of phosphorus fertilizer on lawns, restore eroding streambanks, protect wetlands and natural areas, and build stormwater systems using green stormwater infrastructure (GSI) techniques to catch and infiltrate polluted runoff.

500

=

Residents who volunteered with HRWC's Chemistry and Flow Monitoring Program to sample the Middle Huron since the program's launch in 2003



99%



Number of residents in the Middle Huron who took at least one action individually to protect water or the environment in the last 12 months, with 78% avoiding the use of fertilizers and chemicals on their lawn and garden.

29%



Reduction in phosphorus loading into the Middle Huron River since monitoring began in 2003



9% =

Reduction in E. coli bacteria in the Huron River since 2018. E. coli counts in the Middle Huron River through Ann Arbor are now meeting state water quality standards



The size and duration of algae blooms are declining in Ford and Belleville Lakes due to two factors: phosphorus levels in the Huron River at Ford Lake have been substantially reduced, and Ypsilanti Township has regulated bottom chemistry with their dam operation

20



Municipalities and agencies participating in the Middle Huron Partners



28

=

Years of intermunicipal, multiagency collaboration on stormwater and pollution reduction via the Middle Huron Partners



OVER 7,000 =

Water samples collected in the Middle Huron watershed since monitoring began in 2003

850+

=

Rain gardens constructed in the Middle Huron River watershed, filtering over 10 million gallons of runoff water a year

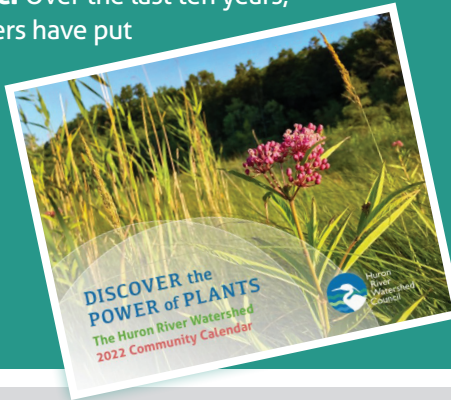


Huron  
River  
Watershed  
Council

# Middle Huron Partners Accomplishments



**Educating the Public:** Over the last ten years, the Middle Huron Partners have put 330,000 stormwater pollution prevention calendars in the hands of watershed residents. Calendars feature photography and tips that inspire people to protect water quality.

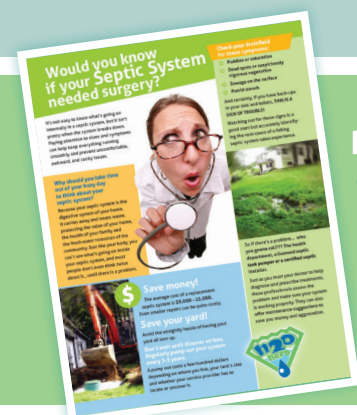


**Partnering with Farmers to Reduce Phosphorus:** From 2017 to 2022, the Huron River Watershed Council (HRWC) in collaboration with the Washtenaw County Conservation District, and the Washtenaw County Water Resources Commissioner's Office worked with farmers in the Middle Huron watershed to reduce phosphorus runoff and soil erosion from agricultural lands. The project enabled farmers to reduce fertilization rates and increase fertilizer cost savings while preventing nearly a ton of phosphorus from entering the Huron River annually.



**Catching Stormwater:** A 2018 project funded by the Michigan Department of Environment, Great Lakes, and Energy and the U.S. Environmental Protection Agency installed large-scale green stormwater infrastructure (GSI) features on public and community properties and small-scale GSI to capture and filter stormwater runoff near Swift Run. The GSI features annually capture and treat over 1.65 million gallons, resulting in an annual load reduction of 2.5 pounds of phosphorus, 10 pounds of nitrogen, and a half-ton of sediment.

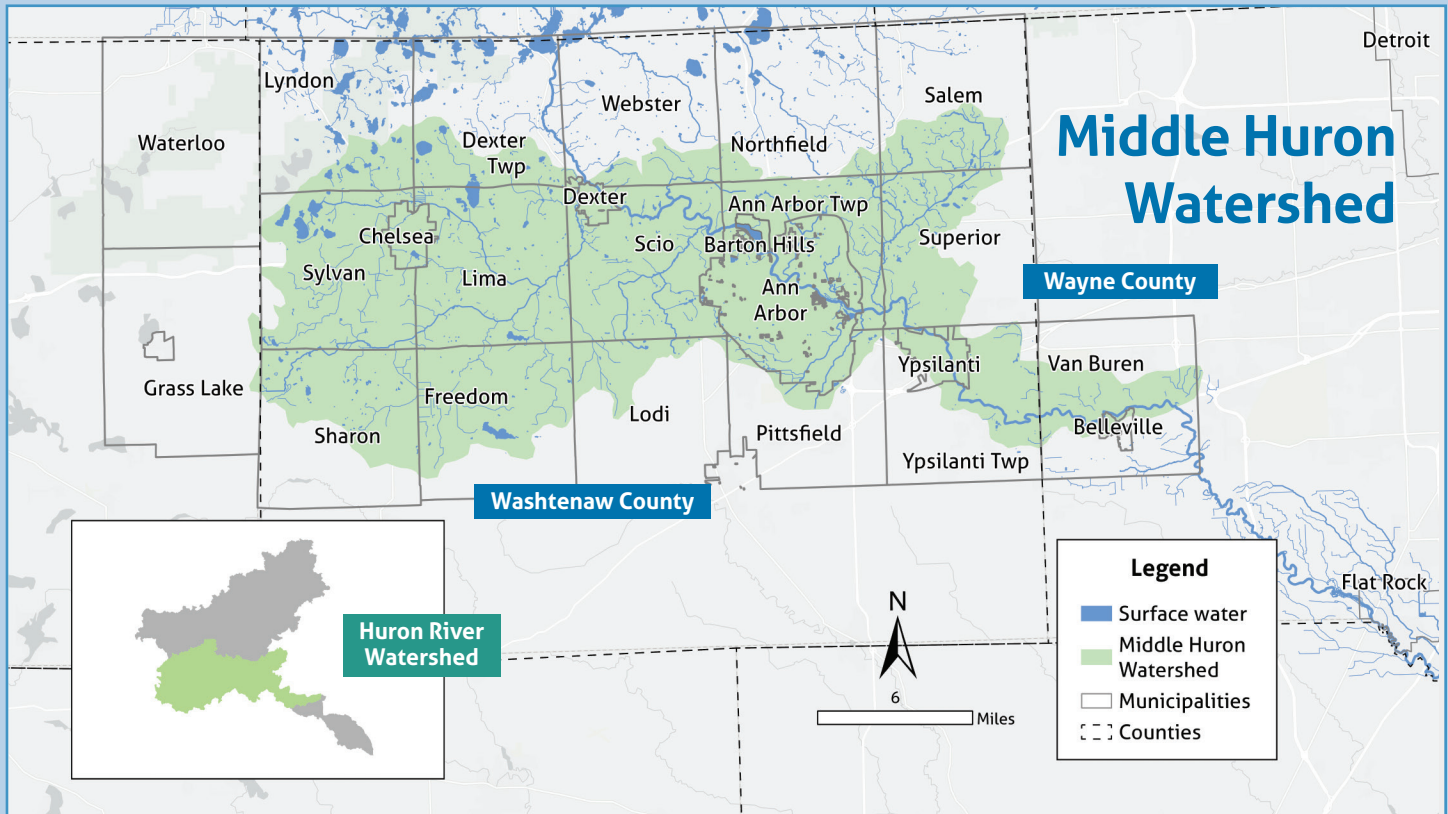
**Assessing Watershed Health and Planning for Restoration:** Partners worked collaboratively to develop three new watershed management plans for the Middle Huron River watershed. The plans characterize watershed health, prescribe recommendations for future watershed protection and restoration, and provide the basis for securing state and federal project funding.



**Reducing Bacteria in Honey Creek:** To address bacterial contamination within Honey Creek and reduce inputs from this tributary to the Huron River downstream, Partners conducted bacteria source tracking, local education, a pet waste reduction campaign, and homeowner outreach to identify and remedy failing septic systems. Certified sewage detection canines helped investigate pollution sources.



# About the Middle Huron Partners



**The Middle Huron Partners are local governments and agencies cooperatively working together to reduce pollution and improve stormwater management in the middle section of the Huron River watershed from the Dexter area to Belleville Lake.**

*Partner communities work together to:*

- Research and monitor the river's water quality, with a focus on nutrient sources
- Educate residents on how to protect local water at home and in their communities
- Assist landowners, businesses, and local governments in curbing the amount of phosphorus and other pollutants entering the river
- Advocate for stronger policies that reduce phosphorus
- Pilot innovative technology and stormwater management strategies

## Participating Partners

City of Ann Arbor  
Ann Arbor Public Schools  
Ann Arbor Charter Township  
Barton Hills Village  
City of Belleville  
City of Chelsea  
City of Dexter  
Eastern Michigan University  
Pittsfield Charter Township  
Scio Township  
Superior Charter Township  
University of Michigan  
VA Ann Arbor Healthcare System  
Washtenaw County Road Commission  
Washtenaw County Water Resources Commissioner's Office  
City of Ypsilanti  
Charter Township of Ypsilanti



**The Huron River Watershed Council coordinates the Middle Huron Partner. For additional information contact Andrea Paine, [apaine@hrwc.org](mailto:apaine@hrwc.org); or go to [www.HRWC.org/MiddleHuronPartners](http://www.HRWC.org/MiddleHuronPartners).**

Middle Huron Principal Contacts

| Last Name  | First Name | Title         | Title 2 | Position                                  | Affiliation                                            | Municipality                     | Email                            | Community Type  | Street Address                                 | Address 1            | Address 2 | City       | S<br>T | Zip        | Telephone #          | CC                                                                                                             | CC Email                                                |
|------------|------------|---------------|---------|-------------------------------------------|--------------------------------------------------------|----------------------------------|----------------------------------|-----------------|------------------------------------------------|----------------------|-----------|------------|--------|------------|----------------------|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| O'Connell  | Diane      | Ms.           | Ms.     | Supervisor                                | Ann Arbor Charter Township                             | Ann Arbor Charter Township       | supervisor@aatwp.org             | Township        | 3752 Pontiac Trail, Ann Arbor, MI 48105        | 3792 Pontiac Trail   |           | Ann Arbor  | MI     | 48105      | 734-663-7303         | Mr. Rick Judkins, Utilities Director<br>Mr. Eric Humesky, Municipal Engineer, Stantec                          | rickjudkins@aatwp.org,<br>Eric.Humesky@stantec.com      |
| Lauzzana   | Emile      | Mr.           | Mr.     | Executive Director of Physical Properties | Ann Arbor Public Schools                               | Ann Arbor Public Schools         | lauzzanae@aaaps.k12.mi.us        | School District | 2555 South State St., Ann Arbor, MI 48104      | 255 S. State St.     |           | Ann Arbor  | MI     | 48104      | 734-994-8118         | Mr. Bernie Rice                                                                                                | riceb@aaaps.k12.mi.us                                   |
| Conlin     | Chris      | Mr.           | Mr.     | President                                 | Barton Hills Village                                   | Barton Hills Village             | bhvcclerk@bartonhillsvillage.org | Village         | 199 Barton Shore Dr., Ann Arbor, MI 48105-1021 | 199 Barton Shore Dr. |           | Ann Arbor  | MI     | 48105-1021 | 734-222-5209         | Ms. Lacey Krecko, Deputy Clerk                                                                                 | bhvcclerk@bartonhillsvillage.org                        |
| Stegiltz   | Brian      | Mr.           | Mr.     | Public Services Administrator             | City of Ann Arbor                                      | City of Ann Arbor                | bstegiltz@a2gov.org              | City            | 301 E. Huron St., Ann Arbor, MI 48104          | 301 E. Huron St.     |           | Ann Arbor  | MI     | 48104      | 734.794.6000 x43102  | Ms. Jennifer Lawson, Water Quality Manager                                                                     | jlawsong@a2gov.org                                      |
| Rutherford | Rick       | Mr.           | Mr.     | Director of Public Services               | City of Belleville                                     | City of Belleville               | building@bellevilleonthelake.com | City            | 6 Main St., Belleville, MI 48111               | 6 Main St.           |           | Belleville | MI     | 48111      | 734-697-9323 x. 7026 | Ms. Briana Hootman, Clerk                                                                                      | clerk@bellevilleonthelake.com                           |
| Pacheco    | Jane       | The Honorable | Mayor   | Mayor                                     | City of Chelsea                                        | City of Chelsea                  | jpacheco@city-chelsea.org        | City            | 305 S. Main St., Ste. 100, Chelsea, MI 48118   | 305 S. Main St.      | Ste. 100, | Chelsea    | MI     | 48118      | 734-475-1771 x. 212  | Mr. Martin Colburn, City Manager<br>Mr. Jason Freeman, Wastewater Superintendent                               | mcolburn@city-chelsea.org,<br>jfreeman@city-chelsea.org |
| Keough     | Shawn      | The Honorable | Mayor   | Mayor                                     | City of Dexter                                         | City of Dexter                   | skeough@dexterMI.gov             | City            | 8140 Main St., Dexter, MI 48130                | 8140 Main St.        |           | Dexter     | MI     | 48130      | 734-580-2234         | Mr. Justin Breyer, City Manager                                                                                | jbreyer@dextermi.gov                                    |
| Brown      | Nicole     | The Honorable | Mayor   | Mayor                                     | City of Ypsilanti                                      | City of Ypsilanti                | nbrown@cityofypsilanti.com       | City            | One South Huron St., Ypsilanti, MI 48197       | One South Huron St.  |           | Ypsilanti  | MI     | 48197      | 734-483-1100         | Ms. Bonnie Wessler, Director of Public Services                                                                | wesslerb@cityofypsilanti.com                            |
| Grewal     | Mandy      | Ms.           | Ms.     | Supervisor                                | Pittsfield Charter Township                            | Pittsfield Charter Township      | supervisor@pittsfield-mi.gov     | Township        | 6201 W. Michigan Ave, Ann Arbor, MI 48108      | 6201 W. Michigan Ave |           | Ann Arbor  | MI     | 48108      | 734-822-3135         | Mr. Matthew Best, Municipal Services Director<br>Mr. Eric Humesky, Municipal Engineer, Stantec                 | bestm@pittsfield-mi.gov,<br>Eric.Humesky@stantec.com    |
| Hathaway   | Will       | Mr.           | Mr.     | Supervisor                                | Scio Township                                          | Scio Township                    | WHathaway@ScioTownship.org       | Township        | 827 N. Zeeb Rd, Ann Arbor, MI 48103            | 827 N. Zeeb Rd       |           | Ann Arbor  | MI     | 48103      | 734-665-2123         | Ms. Joyce Parker, Manager                                                                                      | jparker@sciotownship.org                                |
| Schwartz   | Ken        | Mr.           | Mr.     | Supervisor                                | Superior Charter Township                              | Superior Charter Township        | kenschwartz@superior-twp.org     | Township        | 3040 N. Prospect Rd., Ypsilanti, MI 48198      | 3040 N. Prospect Rd. |           | Ypsilanti  | MI     | 48198      | 734-482-6099         | Ms. Laura Bennett, Planning and Zoning Administrator                                                           | planning@superior-twp.org                               |
| O'Reilly   | Stephen    | Mr.           | Mr.     | Manager, EHS Env. Protection & Permitting | University of Michigan - EHS                           | University of Michigan           | soreilly@umich.edu               | University      | 1239 Kipke Rd, Ann Arbor, MI 48109-1010        | 1239 Kipke Rd        |           | Ann Arbor  | MI     | 48109-1010 | 734-763-4642         | Mr. John Kosco, Environmental Compliance Specialist<br>Ms. Dana Wilkinson, Stormwater Specialist               | jkosco@umich.edu,<br>danawilk@umich.edu                 |
| Siddall    | Sheryl     | Ms.           | Ms.     | Managing Director                         | Washtenaw County Road Commission                       | Washtenaw County Road Commission | siddalls@wcroads.org             | County          | 555 N. Zeeb Rd, Ann Arbor, MI 48103            | 555 N. Zeeb Rd       |           | Ann Arbor  | MI     | 48103      | 734-327-6687         | Mr. Matt MacDonell, Director of Engineering<br>Mr. Aaron Berkholz, Senior Manager                              | macdonellm@wcroads.org                                  |
| Pratt      | Evan       | Mr.           | Mr.     | Water Resources Commissioner              | Washtenaw County Water Resources Commissioner's Office | Washtenaw County Water Resources | prattee@ewashtenaw.org           | County          | 705 N. Zeeb Rd, Ann Arbor, MI 48103            | 705 N. Zeeb Rd       |           | Ann Arbor  | MI     | 48103      | 734-222-6833         | Ms. Heather Rice, Senior Environmental Planner<br>Mr. Harry Sheehan, Chief Deputy Water Resources Commissioner | riceh@washtenaw.org,<br>sheehan@washtenaw.org           |



REQUEST FOR LEGISLATION  
November 7, 2023

For: Mayor and City Council

From: Andrew Hellenga, Interim City Manager

Subject: Resolution 2023-219, Approving the Water Street Services Proposal from Carlisle Wortman.

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**SUMMARY & BACKGROUND:** Carlisle Wortman has been working with city staff in coordination with AKT Peerless on the Water Street remediation. The intent is to now begin to solicit interest from potential developers

The attached agreement provides a four-stage process to solicit a developer. It includes the drafting of a Request for Qualifications (RFQ), a robust public engagement process, review of the development application, and assistance in determining which proposal will be most suitable for the City of Ypsilanti

The total cost for total implementation of this strategy would be \$80,000.

**RECOMMENDED ACTION:** Approval

**ATTACHMENTS:**

1. Resolution 2023- CW Prop
2. City of Ypsilanti Water Street Assistance Proposal 10.2.23

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**CITY MANAGER APPROVAL:**

**COUNCIL AGENDA DATE:** November 7, 2023

**CITY MANAGER COMMENTS:**

**FISCAL SERVICES DIRECTOR APPROVAL:**



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

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the Water Street Services Proposal from Carlisle Wortman, subject to the approval by the City Attorney.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:



**Carlisle | Wortman**  
ASSOCIATES, INC.

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

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October 2, 2023

Andrew Hellenga  
City Manager

Re: Water Street CWA Services Proposal

Dear Mr. Hellenga

Thank you for the opportunity to present a proposal for services to assist the City of Ypsilanti in the development of the Water Street site. We have been pleased to be a part of this project since the beginning of 2023 and look forward to continuing and expanding those services as the project matures.

Thank you for meeting with us on September 15, 2023. As discussed at that meeting, below are the services identified for the next phase of the project.

- RFQ Drafting
- Community Engagement
- Development Application Review
- Selection Assistance

Attached are details pertaining to the budget and deliverables for these items. We believe that these costs are TIF eligible and would not have to come out of the City general fund. It is projected that these services will be provided over the next twelve (12) to eighteen (18) months.

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

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*

## **SCOPE OF SERVICES**

### **RFQ Drafting, Review, and Solicitation (Sept 2023 – July 2024)**

CWA will fully facilitate the drafting, review, and solicitation of the RFQ with constant input and feedback to the City Council, staff, and community. CWA will provide monthly memos and attend meetings with city staff, AKT and any other stakeholders. Community, city and developer goals/criteria will be created to help inform the RFQ draft. Reviews of environmental reports and information as it relates to potential development scenarios will be conducted. RFQ drafts will be generated using best practices and industry knowledge and shared with city staff to ensure all items are addressed. Upon finalization, the RFQ will be published. CWA will assist with managing applicant communications and/or meetings.

#### **Deliverables:**

- Correspondence with city staff, City Council, and contractors
- Drafting and finalization of City development criteria / goals
- Review and assist in generalization of environmental information for RFQ
- RFQ drafting including incorporation of community engagement (see community engagement section)
- Finalize RFQ and assist with publishing and soliciting responses
- Assist with management of applicant communication

**Budget: \$22,000**

### **Community Engagement (Jan 2024 – Feb 2024)**

CWA will work with city staff to design, hold and document community engagement activities. The purpose of the community engagement is to consult with the public on their priorities for private development of the Water Street area. The public's contributions could directly influence the content of the RFQ and the parameters of a future community benefits agreement. In all options, CWA staff will produce a report for City Council and to be posted on the City's website. The estimates below are for staff time and refreshments, but do not account for renting of space.

Below are the following options for community engagement as well as the price to generate three (3) general site layout and development options for review during community engagement:

- Option 1: Six (6) Focus Groups

December 2023 - February 2024

Deliverables:

- Preparation, design, implementation and documentation of six (6) focus groups.
- Provide two CWA staff, a planner and a principal, to lead focus groups and work with staff to book locations and send invitations.
- Facilitation of focus groups either in person, via Zoom, or a combination thereof.

Budget: \$7,000

- Option 2: Single Community Meeting

January - February 2024

Deliverables:

- Preparation, design, implementation and documentation of community meeting, up to two (2) hours in duration.
- Provide three (3) CWA staff, with City staff, to lead the community meeting, train and assist small group moderators drawn from City staff and officials, and work with staff to book the location and send invitations.
- Facilitate a virtual component for an additional cost.

Budget: \$ 5,000 (additional \$2,000 for a virtual component)

- Option 3: Charette

December 2023 – February 2024

Deliverables:

- Preparation, design, implementation and documentation of three (3) day design charrette.
- With city staff, CWA personnel would book the venue, design invitation materials and assist with outreach.
- Charrette will include an open studio with up to four (4) CWA staff assisting, an opening presentation and community activity, walking tour, up to six (6) interviews or focus groups with a virtual option, public meeting to present initial concepts, and a closing presentation.
- Report documenting results of community engagement to be provided to City Council.

Budget: \$15,000

- Layout / Development Options

December 2023 – January 2024

Deliverables:

- Working with City Council, staff and AKT, CWA will develop up to three (3) general site layouts and potential uses. These visual aids will assist in facilitating community engagement conversations about the goals and expectations for the site.

Budget: \$5,000

### **Development Application Review (July 2024 – Sept 2024)**

CWA will review proposals with city staff, AKT and other vested parties to assess applications. Top proposals will be identified, and firms will be engaged with questions, clarifications and potential interviews. Select applicants will be updated with the most recent environmental information and efforts. Please note that this line item will vary based on the number of applications received.

#### **Deliverables:**

- Assist with updating applicants with current environmental information and cleanup progress
- Assist with proposal review to identify top applications, and narrowing list of potential developers
- Assist in engaging selected firms with questions and clarifications
- Interview selected firms

Budget: \$15,000

### **Selection Assistance (Oct 2024 – Dec 2024)**

Coordination will be provided between city staff, the city attorney and other stakeholders on reviewing final proposals and recommending the most qualified application(s). CWA will support coordination and communication efforts with the selected applicant as well as provide additional capacity for timely execution of necessary documents or reviews.

#### **Deliverables:**

- Coordinate between city staff and support consultants to conduct a final review of top proposals based on primary and supplemental information
- Assist communication with selected applicant
- Provide detailed report and make recommendation to City Council
- Provide capacity for review and execution of development agreement

Budget: \$11,000

## **PERSONNEL**

This work will be performed by Ben Carlisle, President, Megan Masson-Minnick, Principal, and Matteo Passalacqua, Associate Planner. Other personnel may be assigned as agreed upon.



**Carlisle | Wortman**  
ASSOCIATES, INC.

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

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**CITY OF YPSILANTI, MICHIGAN**

**Organization and Staffing Audit of the Planning and Economic  
Development Department**

**October 23, 2023**

**Prepared By:**  
**Carlisle Wortman, Inc.**

*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*



**Carlisle | Wortman**  
ASSOCIATES, INC.

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

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October 23, 2023

Andrew Hellenga  
Interim City Manager  
City of Ypsilanti

Dear Mr. Hellenga:

Pursuant to the approved contract and scope of work with Carlisle | Wortman Associates, we submit our organization and staffing audit of the Planning and Economic Development Department of the City of Ypsilanti. The purpose of the audit is to evaluate the organizational structure, staffing, and workflow processes of the Department and make recommendations for improvements, efficiencies, and staffing needs.

We would like to thank your office for your assistance and facilitation, as well as the Planning and Economic Development Department staff for their cooperation with this internal audit.

Respectfully submitted,

CARLISLE/WORTMAN ASSOC., INC  
Megan Masson-Minock, AICP  
Principal

**TABLE OF CONTENTS**

BACKGROUND ..... 1

OBSERVATIONS ..... 1

RECOMMENDATIONS ..... 3

APPENDIX ..... 6

## **BACKGROUND**

Carlisle|Wortman Associates, Inc. (CWA) as engaged to perform an audit of the City of Ypsilanti Planning and Economic Development Department. The purpose of the audit was to evaluate the organizational structure, staffing, and workflow processes of the Department. The scope of work included recommendations for improvements, efficiencies, and staffing needs. CWA was asked to perform this audit as the manager of the Department had resigned in August 2023 and reorganization could be undertaken with new leadership. During the audit, the City Manager positioned changed, creating further opportunities for changes beyond the Planning and Economic Development Department.

CWA requested that each employee complete a questionnaire designed to assess daily workflow functions, identify potential obstacles to success, and identify opportunities for improvement. The questionnaire is attached in the appendix of this report. CWA subsequently met with each employee to discuss their input and followed-up on areas of interest.

In addition, CWA reviewed the City's fee schedule, job descriptions for Planning and Economic Development staff, and recent development proposal reports.

### *Organization and Staffing*

During our audit, the Department had four employees: Interim Planning and DDA Director, Preservation Planner, City Planner, and Economic Development and Equity Coordinator. With the exception of one staff member, department employees have been with the City for two years or less. The longest serving staff member has been with the City for five years and has moved from an administrative post to a management position.

The Department had six employees at the start of the fiscal year and was under a single manager, Mr. Meyers. In early 2023, the department was reorganized so that Mr. Meyers oversaw economic development and Mr. Jacobs oversaw planning functions. Mr. Meyers resigned from the City in March 2023 and Mr. Jacobs then oversaw all planning and economic development functions. Mr. Jacobs resigned from the City in August 2023.

The division of the department into two entities in January 2023 caused turmoil within the department and between it and other departments. . With the changes in City staff over the summer, the department has begun to function more constructively in a collaborative fashion, both internally and externally. However, Ms. Andrews has recently submitted her resignation, which will soon leave a gap in the City Planner position.

## **OBSERVATIONS**

The findings of the audit are organized below by topic:

### *Department Qualifications*

- Staff have significant experience and education for their appropriate for their positions. Both the Preservation Planner and City Planner have decades of experience in their fields. However, there is currently a gap in experience with the recent resignations.
- Staff are enthusiastic about their work and passionate about their service to the City.
- While the staff have experience and education suitable for their positions, none have extensive experience in reviewing planning applications such as site plans, special land uses, rezonings, and planned unit developments or in drafting zoning language.
- Training, mentorship, and guidance in economic development, planning, and zoning is desired by the staff. Mr. Meyers previously provided support to the staff in technical areas where they lacked experience or confidence.

### *Department Efficiency*

- The Interim Planning and DDA Director has little time for management of employees due to the myriad of duties assigned to the position.
- The reports produced by staff for the Planning Commission and the Historic District Commission are technically sound but lack detail
- Department members spend a substantial amount of time on short-term tasks which leaves little time for undertaking broader initiatives that could aid in the City's economic, community, and preservation goals. Many of those tasks do not fall under the traditional purview of community and economic development, such as the IT liaison tasks listed in the job description for the Director of Economic Development.
- The filing system consumes substantial time and physical space. Staff are unsure as to justification for filing documents and do not consistently use many of the files stored in their offices or on the City server.
- Processes are not formalized and have not been consistent. The lack of formalized, consistent processes both within the CEDP department and between other departments – namely the Building Department – contributes to inefficiencies and inconsistencies that are frustrating to both City employees and community members.
- The intake of applications is not efficient since these applications must be filed as both hard copies and electronic copies. Application forms managed by the Department are available on-line as PDFs but cannot be submitted on-line.
- The fee schedule is adequate but if the City were to use consultants for more complex applications – such as planned unit developments – the fees would likely not be adequate.

### *Department Needs*

- The staff needs consistent communication within the department, between other departments, and with the City Manager's office.
- The relationships, communication, and work flows between the department, the building department, and code enforcement were strained or broken under recent leadership. In order to facilitate the development of projects from concept to the certificate of occupancy, these entities must work well together.
- The department has limited capacity for the following functions:
  - Customer service, including planning and economic development inquiries
  - Zoning enforcement for both zoning and historic district violations
  - Coordination with City staff involved in the development process as well as outside agencies

### *Department Functions*

- The department staffs up to nine monthly meetings: the Planning Commission, the Historic District Commission (meets twice a month), the Zoning Board of Appeals, the Downtown Development Authority (DDA), the three committees of the DDA, the Human Relations Committee, and the Parks and Arts Committee (staff every other month). The department produces packets and minutes for seven of those groups.
- The number of development reviews for the City Planner is limited and not a high volume as compared to some other communities.
- Critical planning documents, listed below, are due to be updated now or in the near future. While consultants may be engaged to assist, the update of each of these documents will take significant staff time:
  - The DDA TIF plan update needs to be completed by 2026 and work on that document should begin as soon as possible.
  - The survey of the historic district is scheduled to be updated in 2024.
  - The Master Plan must be reviewed in 2026.

## **RECOMMENDATIONS**

Our recommendations are organized below by topic:

### *Staffing Needs*

- The department needs both management and support positions. We recommend that the department be reorganized with a single Community and Economic Development Director to whom the City Planner, Preservation Planner and DDA Director report. The Economic Development and Equity Coordinator should transition to a support position

for the Director and a clerk position should be added to provide administrative support to the entire department.

- The Community and Economic Development Director could also manage the Building and Code Enforcement departments. The City of Ann Arbor has a Community Services Area Administrator who oversees planning, parks and recreation, and building, rental and inspection services. This position would need to be a new hire, likely from outside of current City staff, and necessitate an annual salary of \$100,000.
- Outside consultants will temporarily fill the City Planner position. When hiring for this position, we recommend that City recruit a candidate with a bachelor's or master's degree in urban planning, and 3-5 years of experience in planning and zoning administration. Ideally, the candidate would have administrated a form-based zoning code, similar to the City's zoning ordinance.
- Time and budget should be allocated for continuing education for all positions within the department. The Michigan Association of Planning, Michigan State Extension, the Community Economic Development Association of Michigan, Michigan Economic Development Association, and the Michigan Historic Preservation Network offer training and publications that would help the City's staff.

#### *Efficiencies*

- Examine how the department, the Building Department, and code enforcement can work together to create efficiencies in the development process and enforcement functions. While a manager of the three entities would lead to this synergy, steps should be taken in the short-term, such as regular meetings with the entire 3<sup>rd</sup> floor to discuss ongoing development and code enforcement issues.
- Place a consultant on a limited monthly retainer to provide technical support to the City Planner in the first three months of their City employment , particularly if a Community and Economic Development Director has not been hired yet or if the Director does not have zoning administration experience. We suggest a retainer so that the City Planner does not feel limited in reaching out to the consultant for assistance.
- Institutionalize consistent communication. Staff suggested semi-regular meetings with all of City Hall staff, an internal newsletter to provide updates on projects/programs that impact multiple departments, and inclusion of multiple city staff members in maintaining relationships with important City partners.

#### *Improvements*

- Explore electronic options for application intake and filing management. Many municipalities have public-facing options for their permitting software, such as BS&A and Energov, allowing the public to submit applications and/or fees. Others will permit

submissions via email or web-based portal. Electronic submissions cut down on staff time, as applications and plans do not need to be scanned and saved. In addition, software like BS&A and Energov, can produce and/or send standard communications to applicants. While time is needed to create and upload templates and processes, these functions can later save staff time on a daily basis.

- Undertake a systematic overhaul of the filing system. An intern can be hired to assist with this process.
- Consider adding an escrow deposit to more complicated zoning applications, such as Planned Unit Developments or Rezoning, to allow for a planning consultant or other consultants to be used in extraordinary cases.
- Draft policy and procedure statements for all department functions and activities. These policy and procedure statements will assist in understanding job responsibilities and allow for smooth transition during periods of staff turnover and loss of institutional knowledge.

## **APPENDIX**

Carlisle-Wortman Associates, Inc. is assisting the Ypsilanti City Manager with an assessment of the Community Development Department. You are an important member of the department, and your input is crucial to the assessment process. Your input will be anonymous with only an aggregate summary provided to management. We are interested in knowing the actual functions of the department and learning about day-to-day operations from your perspective. Please take time to review this survey and provide your thoughtful input.

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1. How would you describe the goals or mission of your role?

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2. Please list the major tasks or work activities that you undertake, listed in order of the time you spend on each task, ranked from the most time to the least time.

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3. How much do you agree with the following statement: I feel that I have enough time to do my job properly. (Select one option)

- ☐ Strongly agree  
☐ Somewhat agree  
☐ Neither agree nor disagree  
☐ Somewhat disagree  
☐ Strongly disagree

4. Please describe the situation that contributed to your answer to question 3.

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5. How much do you agree with the following statement: I feel that I have the adequate equipment to do my job properly. (Select one option)

- ☐ Strongly agree  
☐ Somewhat agree  
☐ Neither agree nor disagree  
☐ Somewhat disagree  
☐ Strongly disagree

6. Please describe the situation that contributed to your answer to question 5.

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7. How much do you agree with the following statement: I feel that I receive adequate training to do my job properly.  
(Select one option)

- ☐ Strongly agree
- ☐ Somewhat agree
- ☐ Neither agree or disagree
- ☐ Somewhat disagree
- ☐ Strongly disagree

8. Please describe the situation that contributed to your answer to question 7.

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Carlisle-Wortman Associates, Inc. is assisting the Ypsilanti City Manager with an assessment of the Community Development Department. You are an important member of the department, and your input is crucial to the assessment process. Your input will be anonymous with only an aggregate summary provided to management. We are interested in knowing the actual functions of the department and learning about day-to-day operations from your perspective. Please take time to review this survey and provide your thoughtful input.

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9. Are there any duties or activities that you would eliminate or reduce from your job and why?

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10. Are there any duties or activities that you would add to your job and why?

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11. How much do you agree with the following statement: I have difficulty carrying out the functions of my job due to problems with other departments. (Select one option)

- ☐ Strongly agree
- ☐ Somewhat agree
- ☐ Neither agree nor disagree
- ☐ Somewhat disagree
- ☐ Strongly disagree

12. Please describe the situation that contributed to your answer to question 11.

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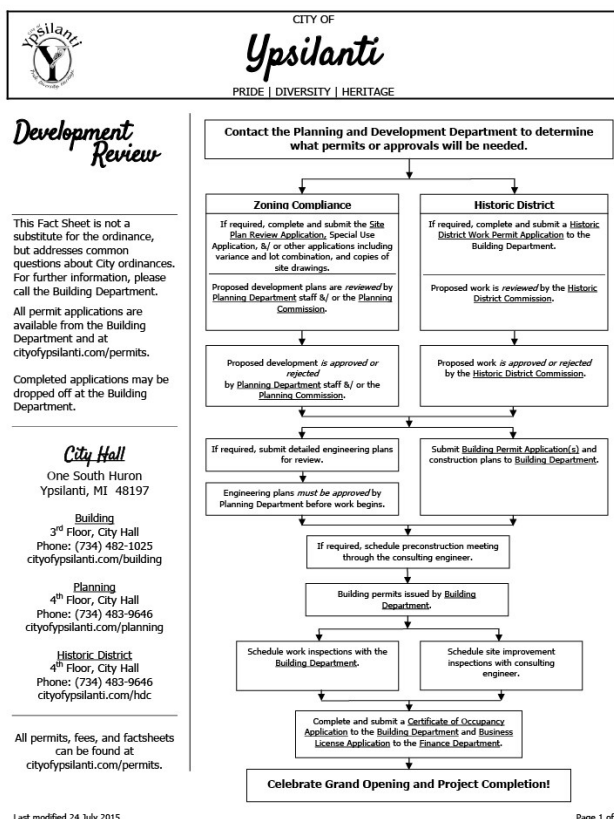
13. What problems, if any, do you experience with your records or files; the emailing system; the telephone system; or any computer-automated functions? What should be done to eliminate these problems? (Please be specific).

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Carlisle-Wortman Associates, Inc. is assisting the Ypsilanti City Manager with an assessment of the Community Development Department. You are an important member of the department, and your input is crucial to the assessment process. Your input will be anonymous with only an aggregate summary provided to management. We are interested in knowing the actual functions of the department and learning about day-to-day operations from your perspective. Please take time to review this survey and provide your thoughtful input.



The Department published a Development Flow Chart in 2015, shown above and accessible [here](#).

14. Does the Department follow the development flow chart? (Select one option)

- ☐ Yes
- ☐ No
- ☐ Somewhat

15. If you answered "No" or "Somewhat" to question 14, please provide details.

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16. Please provide any comments on the City's organizational structure for development approval/permit processes. Provide any suggestions for improvement or changes.

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17. What would help you perform your specific duties more effectively and efficiently?

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18. Are there any problems in providing good service to applicants? If so, please list them and give recommendations to solve these problems.

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19. Are there any other topics that you would like the consultants to consider or suggestions you have for your department or the City? Take your time and be as expansive as possible.

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REQUEST FOR LEGISLATION  
November 7, 2023

For: Mayor and City Council

From: John Barr

Subject: Resolution 2023-220, Appointing Randolph T. Barker as the Assistant Ypsilanti City Attorney.

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SUMMARY & BACKGROUND: In order to continue to provide timely and effective legal service to the City I have added Conlin, McKenny & Philbrick PC and attorney Randolph T. Barker to our firm as Of Counsel. Attorney Barker lives in the area and has excellent municipal law skill and experience. His resume is attached.

Please approve Randolph T. Barker as Assistant City Attorney.

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Res No 2023-220 Assistant City Attorney
2. Randolph Barker Resume 10.2023

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CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: November 7, 2023

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2023-220  
November 7, 2023

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

That upon the recommendation of John M. Barr, Ypsilanti City Attorney, attorney Randolph T. Barker is hereby appointed Assistant Ypsilanti City Attorney.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:

## RANDOLPH T. BARKER

Cell: (734) 657-2442

Email: [randolph.barker74@gmail.com](mailto:randolph.barker74@gmail.com)

LinkedIn: <https://www.linkedin.com/in/attorneybarker>

### SUMMARY

Tenacious and results-driven attorney with both in-house and large law firm partner-level experience representing management, business and government interests in (i) labor, employment, and civil rights matters, including employment discrimination claims, intellectual property protection, regulatory compliance, civil rights and law enforcement liability claims, and benefits plan development, (ii) real estate transactions and related litigation, and (iii) litigation of complex commercial matters, including mergers & acquisitions, collections, unfair competition, and corporate governance issues.

### KEY PROFESSIONAL ACCOMPLISHMENTS

- Management Problem Solving: Provide counsel and solutions on many employee relations and confidential executive-level issues for private and public sector employers; partner with CEOs, general counsel, business group leaders, elected and appointed officials, and human resource personnel regarding key business relationships, commercial transactions, hiring practices, benefit and compensation plans, personnel policies, employer-union relations, intellectual property protection and noncompetition agreements, real estate matters, marketing, procurement, service contracts, corporate development, financing, technology and business licensing matters.
- Compliance: Assist both public and private sector clients with investigating and resolving issues of employee misconduct, discrimination claims, risk management issues and regulatory compliance matters. Design and assist with implementation and administration of employee benefit plans and record retention and security protocols regarding critical business records, protected health information (HIPAA) and non-public financial records (GLBA), including the electronic storage and delivery of those records.
- Extensive Municipal Law Experience: Assist elected and appointed officials and agency personnel regarding employment practices and defense of employment discrimination, whistleblower, and wrongful termination claims; labor relations, collective bargaining agreement negotiations, and defense of grievance arbitration matters; procurement and contracts; zoning, planning, and land use matters; Open Meetings Act and Freedom of Information Act issues; insurance defense in matters involving civil rights violations (\$1983 claims), automobile negligence, personal injury and property damage claims, and utility system defects; prosecution of criminal and civil cases, including zoning, traffic, and blight/public nuisance abatement matters; ordinance drafting; property tax appeals; departmental policy and record retention protocols; and eminent domain.
- First-Chair Litigation Experience: Extensive first chair trial role and appellate experience in multiple state and federal jurisdictions, administrative agencies, and arbitration tribunals. Represent management interests in all aspects of employment, labor and other complex commercial litigation matters, including defense of employment discrimination claims, breach of contract claims, insurance defense, \$1983 law enforcement defense, First Amendment issues, Uniform Commercial Code disputes, automotive supply chain issues, debt collection, creditor representation in bankruptcy matters, complex real estate disputes, restrictive covenants, trust and estate disputes, unfair competition, and trade secret misappropriation claims.
- Corporate and Transactional Proficiencies: Significant experience managing the full complement of legal strategies, functions, departmental operations, teams, contracts, and litigation matters within both in-house corporate and private law firm environments. Expertise negotiating and drafting agreements with client business partners and vendors in both domestic and international transactions, including procurement and distribution agreements, management of due diligence and structuring, negotiating, and closing mergers and acquisitions, and supervision of complex real estate acquisition, site planning and related activities.
- Alternative Dispute Resolution: Arbitrate disputes under commercial, employment and collective bargaining agreements; resolve various business disputes by voluntary facilitation or mediation, including serving as an appointed neutral facilitator and case evaluator to parties in pending litigation.
- Litigation Management and Cost Containment: Develop strategies with executives, elected officials and general counsel for early case resolution and minimizing outside legal fees.
- Leadership and Public Speaking: Frequently present seminar programs and on-site training sessions regarding various aspects of business, employment, real estate and municipal law issues for corporate clients, professional groups and continuing legal education organizations. Specialty programs and legal updates offered to law enforcement agencies.

## **RANDOLPH T. BARKER**

Cell: (734) 657-2442

Email: [randolph.barker74@gmail.com](mailto:randolph.barker74@gmail.com)

LinkedIn: <https://www.linkedin.com/in/attorneybarker>

### **EMPLOYMENT**

#### **Conlin, McKenney & Philbrick, P.C. – Ann Arbor, MI**

##### **Senior Counsel, 2022 - present**

- Member of the Firm's Business Law, Labor & Employment Law, Municipal Law, and Alternative Dispute Resolution groups, performing responsibilities outlined in Key Accomplishments, above.

#### **Abbott Nicholson, P.C. – Troy, MI**

##### **Senior Counsel, 2019 - 2022**

- Public and private sector employment, labor, real estate, law enforcement defense, and commercial law practice.

#### **Berry Moorman P.C. – Ann Arbor, MI**

##### **Shareholder, 2003 – 2019**

- Represented both public and private sector entities in commercial, employment, and civil rights litigation.
- Managed the Firm's Municipal Law, § 1983 Defense, and Real Estate teams.

#### **SoloHill Engineering, Inc. – Ann Arbor, MI**

##### **General Counsel and Director of Human Resources, 2009 – 2012**

- Managed all aspects of corporate governance and corporate legal functions, including domestic and international business transactions, grant funding and consortium agreements, distribution agreements, real estate matters, licensing, and intellectual property protection, managing outside counsel, and development and oversight of regulatory compliance protocols.
- Supervised all human resources and organizational development functions; developed and implemented workplace policies, strategic staffing and compensation plans, safety, and training programs.
- Structure and administer benefit programs including health, retirement, flexible spending, disability, and COBRA.
- Effectuated programs for manufacturing process improvement, cost reduction, ISO/cGMP quality systems, auditing, and risk analysis.

#### **Petrangelo & Bondy, P.C. – Monroe, MI**

##### **Associate Attorney. 2001 – 2003.**

- Municipal law practice with emphasis on ordinance enforcement and drafting, public planning, employment and labor matters, and related litigation.
- Represented a variety of business clients in planning, litigation, and transactional matters, including business formation, real estate transactions and disputes, construction law issues, and creditor rights in bankruptcy matters.

### **BAR ADMISSIONS AND PROFESSIONAL CERTIFICATIONS**

- State Bar of Michigan
- Ohio Supreme Court
- United States District Courts: Eastern and Western Districts of Michigan, and Northern District of Ohio
- United States Court of Appeals for the Sixth Circuit
- Licensed Michigan Real Estate Broker
- Certified Civil Court Mediator: Michigan State Court Administrator's Office (approved in multiple Michigan counties)
- Appointed Civil Case Evaluator (Commercial, Employment and Negligence panels in multiple Michigan counties)

### **EDUCATION**

#### **University of Toledo, College of Law – Toledo, OH**

Juris Doctor (Top 10%, Cum Laude).

#### **Eastern Michigan University – Ypsilanti, MI**

Bachelor of Arts (Political Science).

#### **Michigan State University – East Lansing, MI**

James Madison College.

## RANDOLPH T. BARKER

Cell: (734) 657-2442

Email: [randolph.barker74@gmail.com](mailto:randolph.barker74@gmail.com)

LinkedIn: <https://www.linkedin.com/in/attorneybarker>

### PROFESSIONAL AFFILIATIONS AND COMMUNITY INVOLVEMENT

- State Bar of Michigan – Governmental Law, Labor and Employment Law, Litigation and Real Property Law sections.
- Washtenaw County Bar Association – Current Director-at-Large; Member of Real Estate Law (former Chairperson), Labor, Employment & Civil Rights Law (former Chairperson), and Litigation sections.
- Oakland County Bar Association
- Ohio State Bar Association
- Detroit Association of Realtors – President (2021); Director-at-Large (2011-2020, 2023-present); Continuing Education and Professional Development Coordinator and Instructor (2005-present); Mediator, Arbitrator, and Grievance Administrator (2011-present); RealComp MLS shareholder representative (2017-2020); 2017 Detroit Realtor of the Year.
- Washtenaw 100 Club

### SAMPLING OF PUBLICATIONS, PROFESSIONAL ACTIVITIES, AND RECOGNITIONS

- Recognized in *Michigan Superlawyers*, *dBusiness Top Lawyers*, and *Michigan Leading Lawyers* (multiple years).
- “Warranties of Title: More than Meets the Eye?” - *Res Ipsa Loquitor* (Washtenaw County Bar Association), January 2022, Vol. 32, No. 1
- “Mediators’ Perspectives on Probate Litigation” – American Bar Association Dispute Resolution Journal, Winter 2023
- “Deposition Skills Workshop” - Institute for Continuing Legal Education (Faculty, 2017, 2019, 2021, and 2023)
- “COVID-19 and the Construction Industry: Drafting Considerations in Response to Supply Chain Disruptions and Labor Shortages” – *Res Ipsa Loquitor* (Washtenaw County Bar Association), January 2022, Vol. 31, No. 1
- Michigan Sheriff’s Association: Program Instructor – employment, labor, and civil rights law issues, and departmental governance.
- “The Intersection of COVID-19 & Real Estate Law: Current Issues & Trends” – *Res Ipsa Loquitor* (Washtenaw Co. Bar Association), January 2021: Vol. 30, No. 1
- “The New ‘Joint’ Tenancy: Rolling up to the Intersection of Marijuana and Real Property Law” – *Res Ipsa Loquitor*, January 2020; Vol. 49, No. 1.
- “Strategies for Using Social Media in Your Cases” – 44<sup>th</sup> Annual Labor & Employment Law Institute, Institute for Continuing Legal Education (Faculty, April 2019)
- “From No Pay to Play: Revisiting Good Faith in Mediation” – Michigan Bar Journal, February 2019, Vol. 98, No. 2
- “The Buzz Around Medical Marijuana in the Workplace” – *Res Ipsa Loquitor* (Washtenaw Co. Bar Association), July 2011; Vol. 41, No. 3.
- Counsel for *amicus curie* State Bar of Michigan, Real Property Law Section: *In re Smith Trust*, 480 Mich. 19 (2008).
- Michigan Nonprofit Management Manual, 5<sup>th</sup> Edition, Chapter 9: Record Retention: co-authored sections covering HIPAA/HITECH Act, Sarbanes Oxley, Personnel Records, Qualified Plans, Tax Records, and Litigation Preservation.



REQUEST FOR LEGISLATION  
November 7, 2023

For: Mayor and City Council

From: Aaron Smith, Interim City Clerk

Subject: Resolution 2023-221, Approving regulations for advisory bodies.

---

**SUMMARY & BACKGROUND:** At their October 3<sup>rd</sup>, 2023, City Council meeting, City Council decided to remove Open Meetings Act requirements from the city's advisory boards and commissions. The intention was to give advisory bodies more flexibility in their meetings while maintaining public transparency and participation. City Council requested a set of regulations for advisory bodies to ensure their meetings comply with the public-facing nature of the Open Meetings Act. The city staff who work most directly with the advisory bodies conferred to create the requested regulations.

**RECOMMENDED ACTION:** Approval

**ATTACHMENTS:**

1. Res No 2023-221 Advisory Body Regulations
2. Advisory Bodies Regulations

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**CITY MANAGER APPROVAL:**

**COUNCIL AGENDA DATE:** November 7, 2023

**CITY MANAGER COMMENTS:**

**FISCAL SERVICES DIRECTOR APPROVAL:**



Resolution No. 2023-221  
November 7, 2023

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

THAT the proposed regulations for advisory bodies be approved.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:

NO:

ABSENT:

VOTE:

## **Advisory Bodies Regulations**

1. Advisory bodies are defined (as of November 7, 2023) as the Human Relations Commission, Parks and Arts Commission, Police Advisory Commission, and Sustainability Commission.
2. Advisory body meetings will have time on their agendas for public comments.
3. Each advisory body will determine a schedule of meetings for the year that will be posted publicly at city hall no later than the third week of December in the preceding year. An annual schedule of meetings will be posted on the city website.
4. Each advisory body must meet in person at least once every three months. Other meetings may be in person or virtually at the commission's discretion.
5. The default in-person meeting location is Council Chambers of City Hall. Any other physical location must have prior approval by the clerk's office no later than three business days prior to the meeting.
6. Changing a meeting's location, time, or date must have a notice posted no later than two business days before the meeting. Cancellation has no time limit, but a cancellation notice should be posted as soon as possible once a decision has been made to cancel a meeting.
7. Commissioners may attend meetings in person or via Zoom, but they are heavily encouraged to attend non-virtual meetings in person.
8. Meetings have a quorum requirement of the majority of seated members, minimum three. If an advisory body has an even number of seated members, one more than half of the seated members need to be in attendance to be considered a majority.
9. Commissioners may discuss commission business outside of meetings, but the results of those discussions should be presented at public meetings. Decisions requiring a vote can only be made in public meetings.
10. Each advisory body will have a staff liaison and a council liaison. A staff liaison should attend every meeting. A council liaison should attend as many meetings as possible.
11. Each advisory body can elect a secretary or similar position to take notes and prepare meeting minutes. If they choose not to do so, action minutes will be prepared by the staff liaison. Minutes should be posted within two business days of the meeting's adjournment.
12. Each advisory body will prepare an annual report for City Council by the third week of each December.



Resolution 2023-222  
November 7, 2023

## **RESOLUTION AFFIRMING YPSILANTI'S SUPPORT AND SOLIDARITY WITH THE PALESTINIAN PEOPLE OF GAZA**

WHEREAS, the City of Ypsilanti stands in solidarity with the Palestinian people of Gaza, who are currently facing a campaign of ethnic cleansing and collective punishment by the state of Israel; and

WHEREAS, collective punishment is considered a war crime under international law, and refers to a form of sanction imposed on persons or a group of persons in response to a crime committed by one of them or a member of the group; and

WHEREAS, the state of Israel is engaging in collective punishment against the Palestinian people in Gaza in response to Hamas attacks on Israel; and

WHEREAS, this collective punishment of the Palestinian people includes shutting off all access to electricity, drinking water, food, and humanitarian aid; and

WHEREAS, the UN says approximately 2 million people in Gaza may soon run out of drinking water and all medical care; and

WHEREAS, ethnic cleaning refers to the creation of an ethnically homogenous geographic area through the elimination of unwanted ethnic groups by deportation, forcible displacement, or genocide; and

WHEREAS, Israel is now engaged in an ethnic cleansing campaign by explicitly requiring two million Palestinians to leave Gaza immediately or risk being bombed in their homes by the Israeli army; and

WHEREAS, the Gaza Strip, one of the most densely populated places on Earth, has been repeatedly referred to by human rights groups as "the world's largest open-air prison" even prior to this conflict; and

WHEREAS, Gaza is known as “the world’s largest open-air prison” due to ongoing, unbearable living conditions imposed by the state of Israel, including a full air, land and sea blockade, enclosure of its borders by concrete walls and barbed wire fences, and the strict prohibition of Palestinians from leaving and entering the territory freely; and

WHEREAS, this blockade on Gaza has caused a 42% unemployment rate, while 84% of the population relies on humanitarian aid, 41% of Palestinians have too little food, 60% of Palestinian children are anemic, and the Gazan population cannot count on more than 2-4 hours of continuous electrical power a day; and

WHEREAS, prior to this current water shortage, only 1% of Gaza population has access to safe drinking water, leaving Gaza’s population – half of whom are children – increasingly vulnerable to waterborne diseases, infections, and dehydration; and

WHEREAS, Israel has not allowed many common cancer diagnosis and treatment tools, including PET CT and radiotherapy, to enter Gaza since 2007; and

WHEREAS, pediatric cancer cases that are typically considered treatable are often fatal in the Gaza Strip, as a result of the lack of healthcare and restrictions on movement; and

WHEREAS, the state of Israel would not be able to maintain an apartheid regime without enormous military aid provided by the United States every year, thereby also depriving Americans of money for their own urgent needs;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YPSILANTI, that the City of Ypsilanti condemns antisemitism, Islamophobia, and ethno-nationalism in all its forms; and

BE IT FURTHER RESOLVED, the City of Ypsilanti urges the Michigan delegation, including Congresswoman Debbie Dingell, Senators Debbie Stabenow and Gary Peters, and Governor Gretchen Whitmer, to support H. Res. 786 calling for an immediate deescalation and cease-fire in Israel and occupied Palestine put forward by fellow Michigan Congresswoman Rashida Tlaib and others; and

BE IT FURTHER RESOLVED that the City of Ypsilanti calls for an immediate ceasefire and lifting of the siege on Gaza; and

BE IT FURTHER RESOLVED that the City of Ypsilanti calls for the safe return of all hostages held by Hamas, and all Palestinians extrajudicially detained by Israel; and

FINALLY, BE IT RESOLVED that the City of Ypsilanti advocates for the dignity and safety of residents in every community, regardless of what crimes its leadership may commit, and that peaceful diplomacy is the only way to achieve this safety and dignity.

OFFERED BY:

SUPPORTED BY:

YES:

NO:

ABSENT:

VOTE:



## **2023 Summary of Activities:**

WRRMA continued to move forward with the goal of increasing the quantity of high-quality recycling for WRRMA communities. The primary focus of 2023 has been pursuing jointly contracted curbside collection services. This year WRRMA pursued education internally for Board members and continued to provide external support through the Waste Wizard, a website plug in that residents can use to know what is and what is not recyclable.

WRRMA is making real progress towards jointly contracting for curbside services, including trash, recycling, and yard waste as a group of municipalities. Multiple interested WRRMA communities had Attorney Bob Davis at municipal meetings to present the concept and answer questions. The Cities of Ypsilanti and Saline and Townships of Pittsfield and Ypsilanti have agreed to be named in a request for proposal and have conveyed their feedback and specific considerations. The current draft aims to realize financial and additional goal-oriented benefits. To this end, the RFP includes a request for an alternate proposal that would result in an individual processor agreement with a Material Recovery Facility and a compost yard as well as a separate proposal for year-round compost collection. If the RFP is put out and favorable bids are received, the municipality would contract with WRRMA and WRRMA would contract with a service provider. Per WRRMA's Articles of Incorporation, consideration and approval from the respective municipal legislative body would be required prior to any contractual arrangement.

WRRMA learned about accepted materials at a local material recovery facility (MRF) and about an emerging technology that could replicate prior educational activities pursued through a grant. The Recycle Ann Arbor MRF Director of Operations provided a question-and-answer session and sorted through potentially recyclable materials the Board members brought. Later, the Board learned about an emerging technology that could advance the WRRMA goal of improving the quality of the recycling stream. The tech company Prairie Robotics has a digitized education and outreach process that can provide individualized direct feedback to residents. Furthermore, the Board stayed up to date on the progression of a proposed replacement Drop Off station owned by the City of Ann Arbor and anticipated to be operated by Recycle Ann Arbor. WRRMA had a preliminary conversation to determine if there was a desire to jointly contract for comprehensive drop off service entry for member communities.

An educational grant initiated in 2022 continued activities into 2023. A survey of residents who didn't put their recycling out to the curb or only did so infrequently found that: residents overwhelmingly agree that recycling has a positive impact and is worth the effort, residents would find it helpful to have more information about what is recyclable and information about what those materials are turned into, and that roughly 1/2 to 2/3 of respondents would take a brief educational class if there was a rebate. The survey results were not statistically significant.

A follow up sample audit of the recycling materials stream in February found that for WRRMA as a whole the overall contamination rate increased and reached close to 2021 results. In part due to a severe storm and resulting power outage, only 13 samples were able to be collected compared to 22 or more samples in prior audits. Unacceptable paper, including shredded, waxed, and soiled (such as dirty paper plates), and bagged waste and bagged recycling made up the highest percentage of contamination.



## **DRAFT Washtenaw County Regional Resource Management Authority (WRRMA) Fiscal Year 2024 Budget**

Washtenaw County Regional Resource Management Authority's fiscal year begins January 1 and ends December 31. The proposed budget is prepared, discussed, and per the Articles of Incorporation, sent to Authority member's legislative bodies for objections each October. The WRRMA Board will review and address objections received by December 1, and then set their budget at the December meeting. The members of the WRRMA are: The Charter Township of Ann Arbor, Pittsfield Charter Township, Scio Township, the Charter Township of Ypsilanti, the City of Ann Arbor, the City of Dexter, the City of Saline, and the City of Ypsilanti.

**Revenue:** Authority Members have agreed to provide membership dues to advance the goals and initiatives falling within the purposes of WRRMA. The membership dues are collected in arrears and invoiced in December. Eight municipal members contribute membership dues of \$5,000 each.

**Expenditures:** WRRMA has not applied for grants for FY2024 and no matching funds are anticipated. WRRMA's budget may change in 2024. If a multi-community joint contract for trash, recycling, and yard waste or other organics is finalized, WRRMA would likely hire staff and rent an office. The costs are expected to be discussed in the near future by the WRRMA Board. Until the scope of work is discussed and refined by the WRRMA Board, the 2024 budget will be based upon prior budgets. Should the annual membership dues change in 2024, an updated budget will be presented to legislative communities. Expenditures in 2024 are budgeted for \$40,000.

WRRMA anticipates having more than one year of operating expenses available at the beginning of FY2024. Should the Board desire to take on projects that are not budgeted for, they will need to be financed with reserves or go back to the Board with an updated budget.

Washtenaw County Staff time for administrative support includes staff time, overhead, and fringe. Staff time includes only work done on behalf of WRRMA. Time is tracked and reimbursed in accordance with the contract including coordination responsibilities, budget creation and tracking, contract creation, billing, grant application and coordination, meeting support, campaign creation, social media outreach and monitoring, website development, and any other education and outreach requirements requested by the Board. Contracted legal support provides legal advice and opinions, WRRMA meeting attendance, occasional municipal board attendance, material review, contract assistance, and any litigation. Printing budget includes printing required for meetings or drafted materials. Operating supplies provides support materials required for campaign costs. An annual audit is required and provided through the County as fiduciary.

(Revenue and expense details on the next page)

**WRRMA BUDGET FY2024**

| <b>Description</b>        | <b>Amount</b>   |        |
|---------------------------|-----------------|--------|
| <b>REVENUE</b>            | <b>Budgeted</b> |        |
| Member Contribution       | \$              | 40,000 |
| State Revenue             | \$              | -      |
| Local Revenue             | \$              | -      |
| Total Revenue 2024        | \$              | 40,000 |
| <b>EXPENDITURES</b>       | <b>Budgeted</b> |        |
| Salaried                  | \$              | 20,000 |
| Printing                  | \$              | 200    |
| Postage                   |                 | -      |
| Operating Supplies        | \$              | 550    |
| Auditing                  | \$              | 700    |
| Consultants and Contracts |                 | -      |
| Advertising and Outreach  | \$              | 4,550  |
| Project Costs             |                 | -      |
| Legal                     | \$              | 14,000 |
| Total Expenditures 2024   | \$              | 40,000 |



Resolution No. 2023-223  
November 7, 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: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE: