



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Thursday, November 9, 2023 @ 6:00 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197
[Launch Meeting - Zoom](#)**

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. PRESENTATIONS

- A. Needs of the Department of Public Services

VI. PUBLIC COMMENT (3 MINUTES)

VII. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. Reconsideration of Resolution 2023-216, Approving the purchase of 599 S. Mansfield.
- B. Reconsideration of Resolution 2023-217, Approving a budget amendment for the purchase of 599 S. Mansfield.

VIII. PUBLIC COMMENT (3 MINUTES)

IX. ADJOURNMENT

- A. Resolution No. 2023-224, adjourning the Special 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.

Public Services Relocation

In 2022 and 2023, a number of urgent issues were identified with the existing Department of Public Services yard and its buildings at 14 West Forest. Options to mitigate these issues, including relocation, were explored from late 2022 onward. In October of 2023, the yard was closed to the public.

14 West Forest Conditions

The City purchased the property at 14 W Forest in 1914 from the Michigan Gas Company. Both the Michigan Gas Company and the City have operated it as an industrial site. This site is considered a brownfield and is undergoing a Phase I evaluation.

The central building dates from the 1800s, originally constructed as an unoccupied coal barn, and later converted for use as a service garage. Wings were added to the building in the early 1960s and again in the late 1960s, one timber and steel and the other concrete block. All three portions of the building (central building and two wings) have interrelated roof structures. The building requires extensive work to be brought into compliance with modern building safety codes; full teardown and replacement is considered to be more economical given the significant challenges in doing so.

The administrative building was constructed in the 1880s as an unoccupied industrial building, and converted to an administrative space some time later. This building underwent extensive renovations in the 1990s, but cannot serve the current workforce and would require extensive work to be brought into compliance with modern building codes.

The salt barn was constructed in the 1990s and has outlived its design life; a full replacement is required. The pole barn at the north end of the property requires a paved floor and to be relocated due to its location atop the Owen Drain. Additional enclosed storage is needed to support services, as well as aggregate material storage.

The expected cost for building renovation exceeds \$3.5M; remediation costs equal or exceed that amount. The building and site work would significantly disrupt operations for the duration, likely leading to a temporary reduction in services and contracting out services at a disadvantage and/or a full relocation of staff and operations. Estimated costs to rehab the existing property would exceed \$9M.

Alternatives

The City has identified a property in the City's Mansfield industrial park as a potential site for relocation. This facility would be able to accommodate many of the DPS operations immediately, particularly service garage needs as well as other daily needs. The facility currently lacks a salt barn, vector pad, and aggregate materials storage; this site does have room to accommodate

those additional uses as well as an expansion of the administrative area for the necessary staff. The estimated cost of these improvements is expected to be approximately \$3.35M in construction costs and minimize the transition period and the costs associated therewith.

Other locations and alternatives were considered, including constructing a wholly new facility on the Water Street property. There is not yet a plan for the future of 14 W Forest.



PUBLIC SERVICES YARD

7 November 2023



AGENDA

- Goals
- DPS functions
- DPS facility
- Options
- Next steps



2020 MASTER PLAN GUIDING VALUES

- Safety comes first
- Diversity is our strength
- Ypsilanti is sustainable.
- Communication is key
- Anyone, no matter what age or income, can find a place to call home in Ypsilanti
- Anyone can easily walk, bike, drive, or take transit from anywhere in Ypsilanti and to anywhere else in Ypsilanti and beyond
- Ypsilanti is a great place to do business, especially the green and creative kind
- Everyone in the region knows Ypsilanti has great things to do in great places that are in great shape
- Ypsilanti is an asset of Eastern Michigan University, and Eastern Michigan University is an asset of Ypsilanti
- We can only achieve our vision by building a community amongst ourselves and with our neighbors

2023 COUNCIL GOALS (RES. 2023-016)

RETAIN AND ATTRACT STAFF

Retain and attract staff by ensuring they have the tools necessary to do their jobs well and by providing performance incentives.

COMMUNITY MENTAL HEALTH

Identify community partnerships to achieve the goal of a regional non-emergency response plan and facilitate the creation of a response team.

COMMUNITY ENGAGEMENT

Engage our residents through commissions, neighborhood hubs, communications, outreach tools, events and activities to sustain our community.

INVEST IN INFRASTRUCTURE

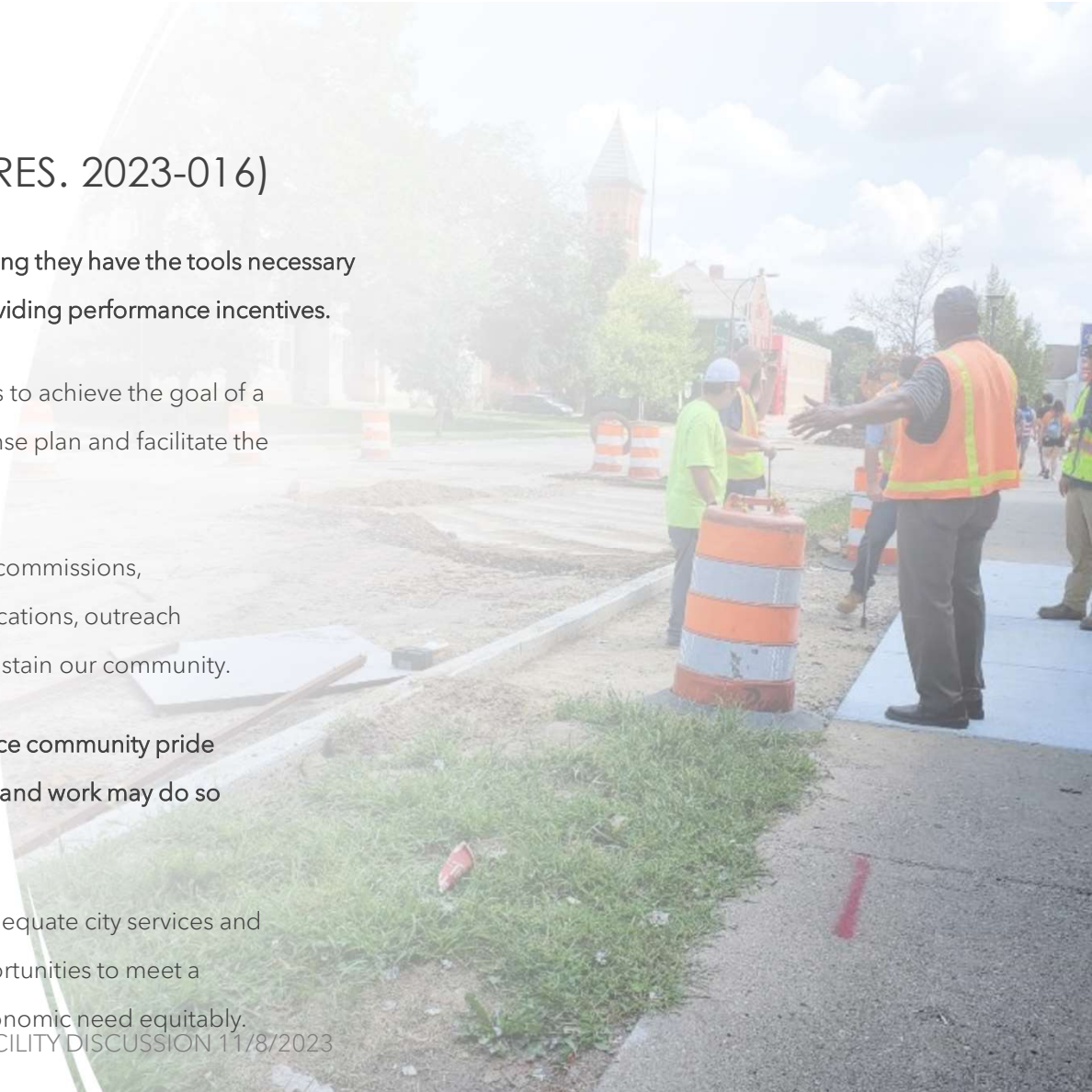
Invest in infrastructure to enhance community pride and ensure those that live, play, and work may do so safely.

REVENUE GENERATION AND HOUSING

Generate revenue to provide adequate city services and examine different housing opportunities to meet a multigenerational need and economic need equitably.

11/8/2023

DPS FACILITY DISCUSSION 11/8/2023

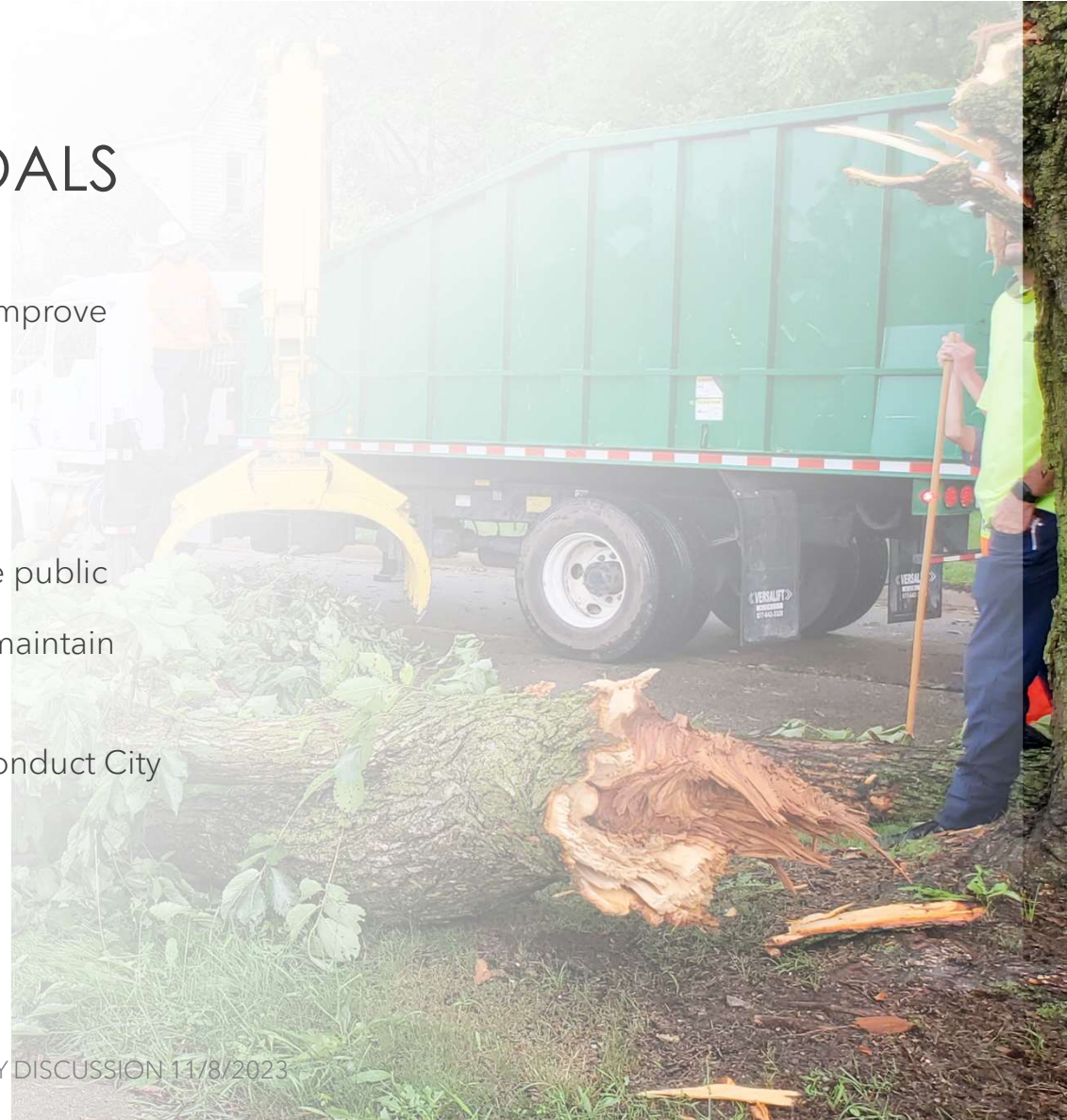


2023 PUBLIC SERVICES GOALS

- Continue to improve recruitment and retention: improve worker safety
- Provide emergency/after-hours response
- Provide timely and efficient fleet services
- Provide continuous and predictable service to the public
- Prevent additional damage to infrastructure and maintain existing level of maintenance
- Provide functional and safe facilities in which to conduct City business
- Continue to provide solid waste services

11/8/2023

DPS FACILITY DISCUSSION 11/8/2023



GOALS

RETAIN AND ATTRACT STAFF

Retain and attract staff by ensuring they have the tools necessary to do their jobs well and by providing performance incentives.



11/8/2023

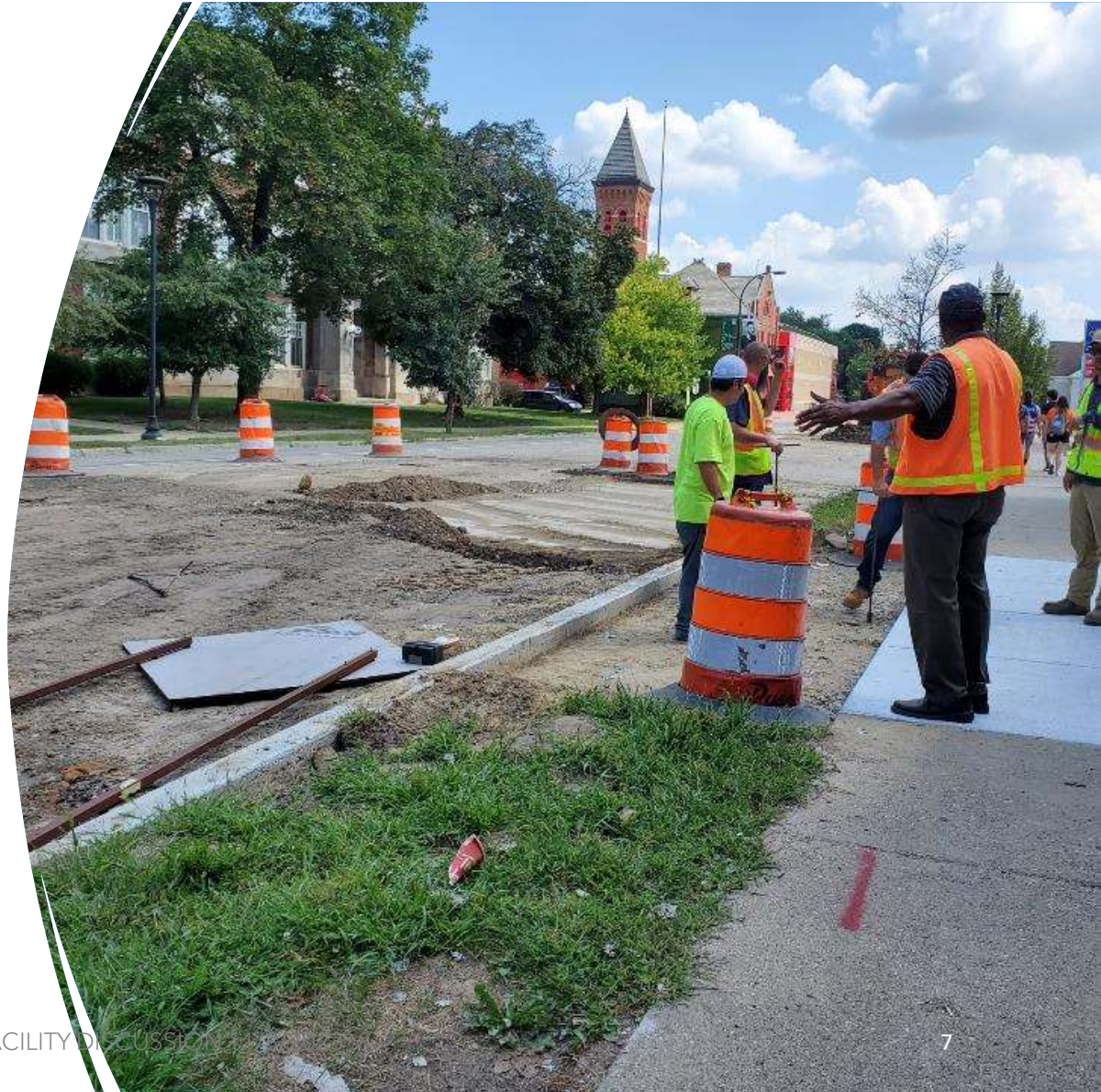
DPS FACILITY DISCUSSION 11/8/2023

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GOALS

INVEST IN INFRASTRUCTURE

Invest in infrastructure to enhance community pride and ensure those that live, play, and work may do so safely.

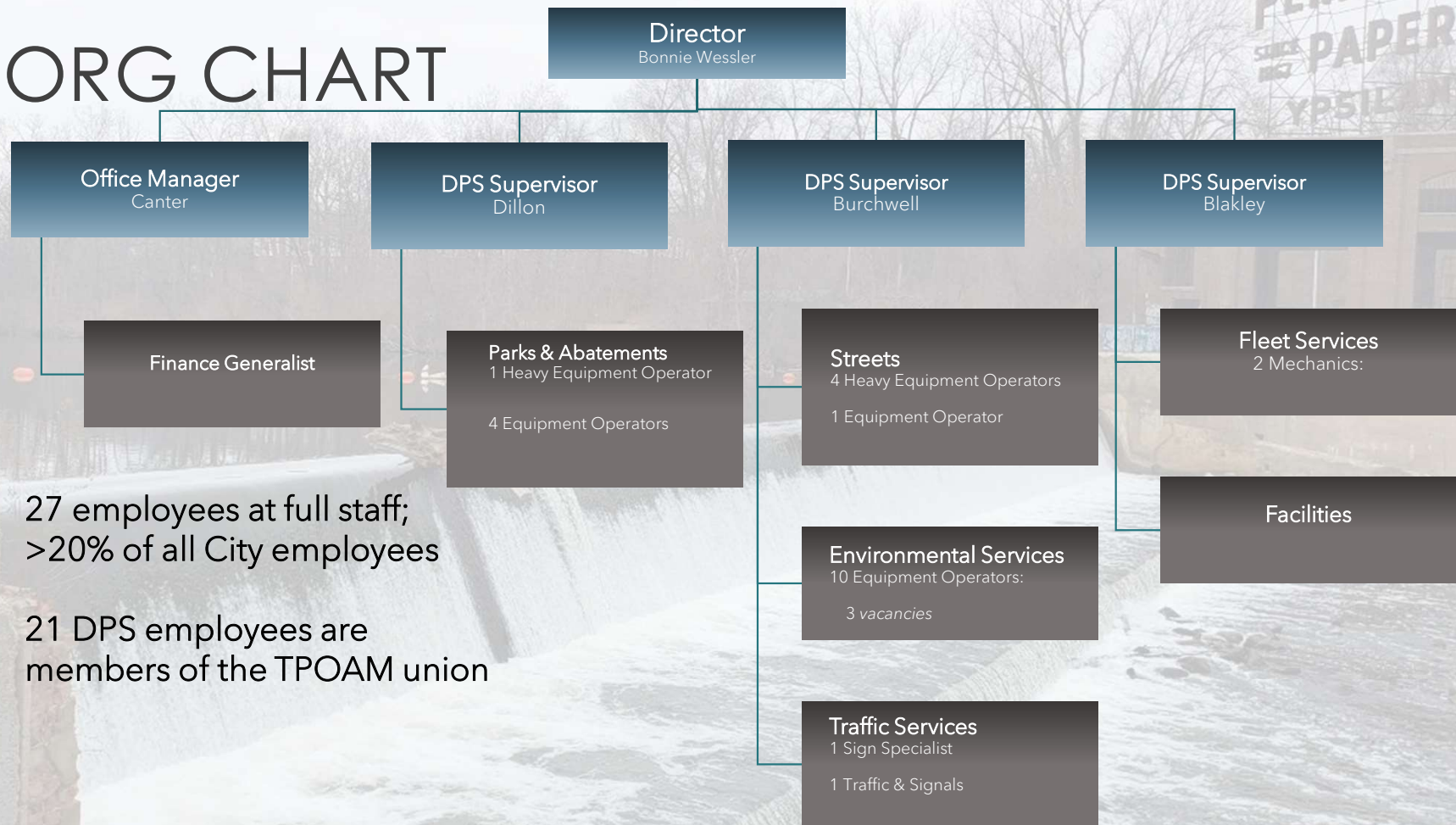




AGENDA

- Goals
- DPS functions
- DPS facility
- Options
- Next steps

DPS ORG CHART



11/8/2023

DPS FACILITY DISCUSSION 11/8/2023

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DPS RESPONSIBILITIES

Solid Waste Management

- Trash contract
- Recycling
- Yard waste & composting
- Downtown & parks public trash can trash/recycling pickup

Parks

- Maintenance (routine & capital)
- Adopt-a-Park
- Special Events
- Dam safety & maintenance

Administration

- Capital Improvement Plan
- Transportation planning
- Sustainability Commission
- Parks & Arts Commission (shared)
- Grants
- Project Management

Right-of-Way Management

- Permits
- Urban forest
- Roads
- Traffic
- Storm sewer
- Streetlighting contract

Emergency Planning & Response

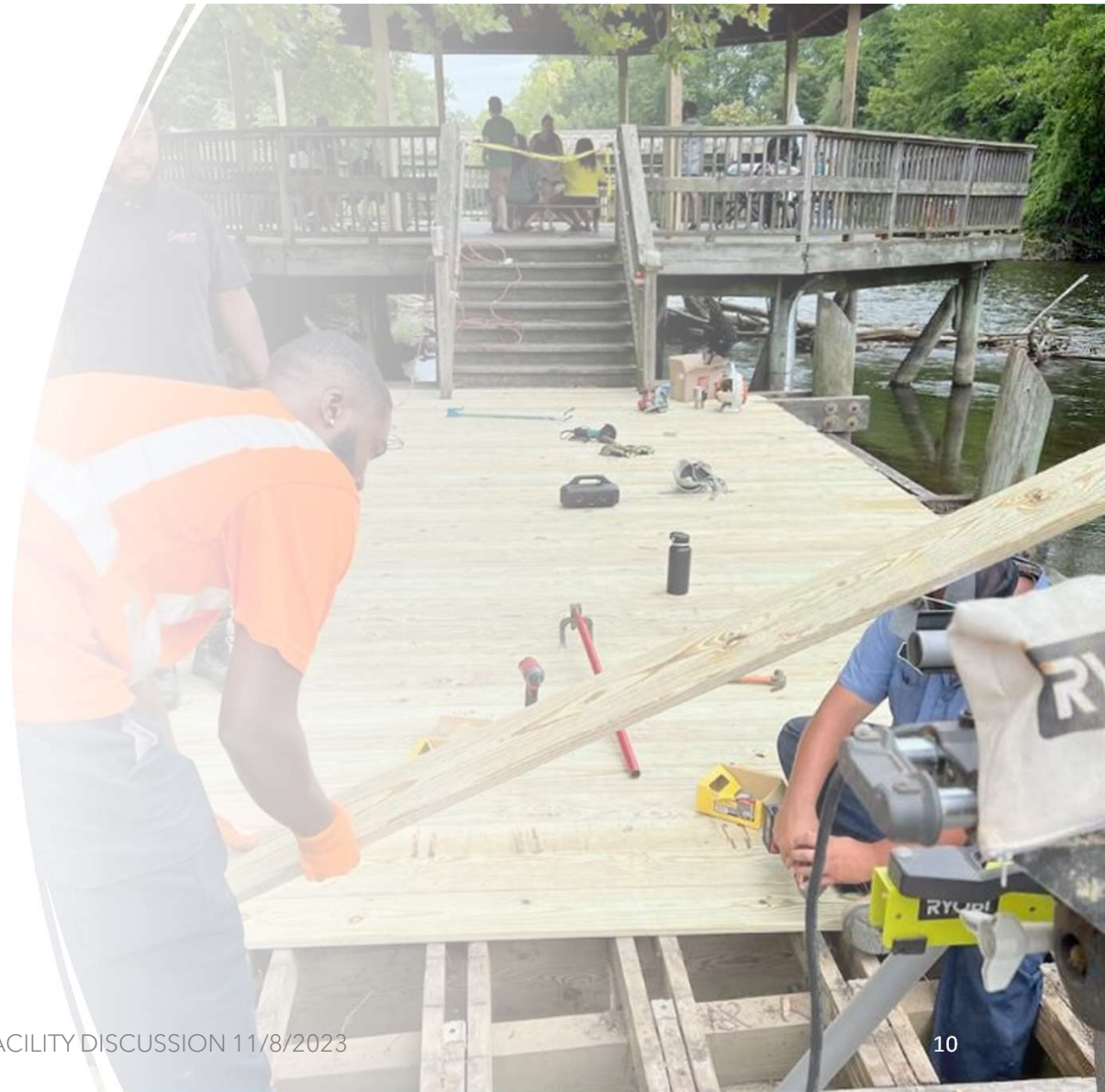
- Snow emergencies
- Disaster response
- Dam EAP

Facilities

- Maintenance (routine & capital)

Fleet

- Acquisition
- Maintenance
- Disposition



11/8/2023

DPS FACILITY DISCUSSION 11/8/2023

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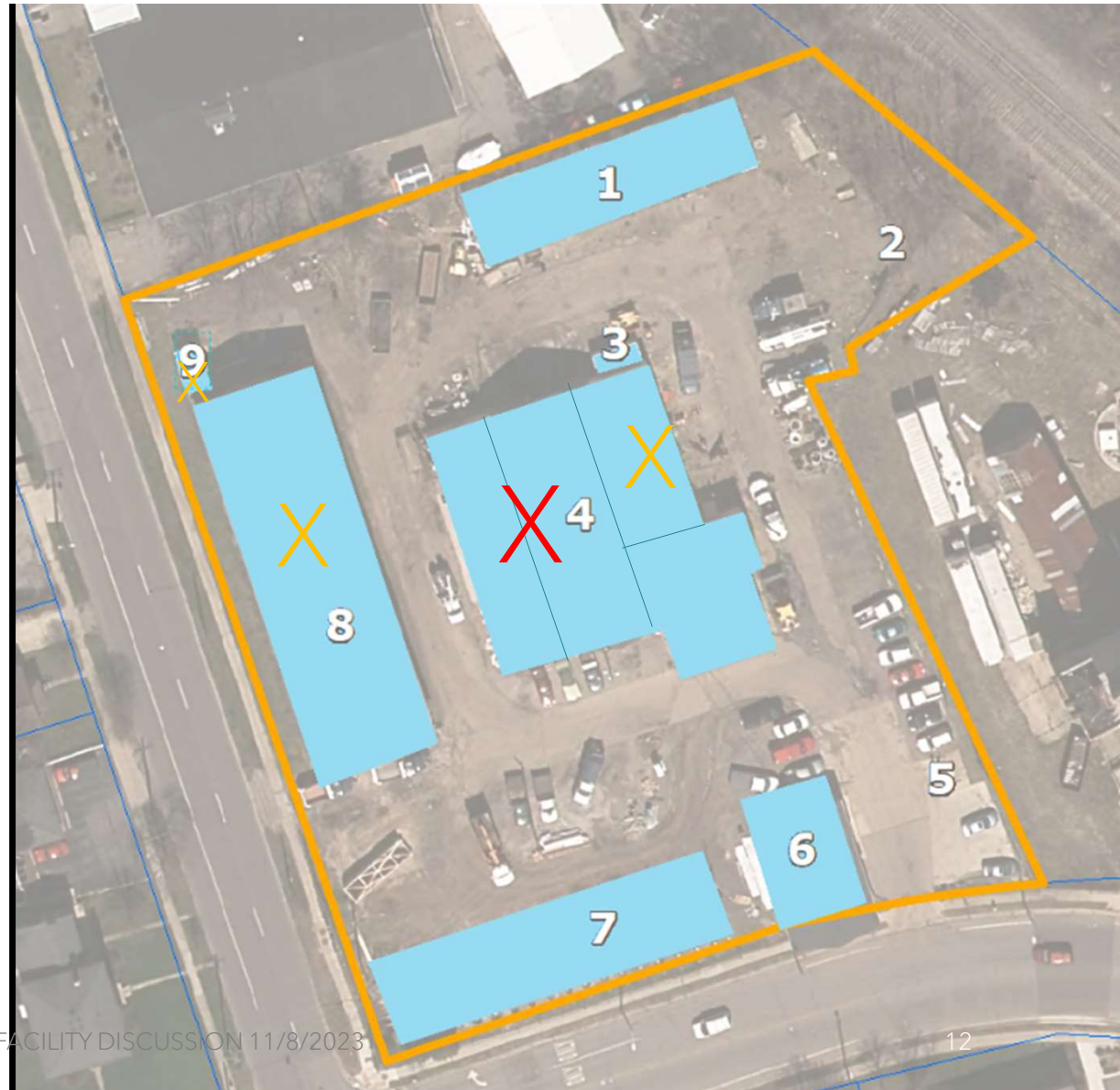
AGENDA

- Goals
- DPS functions
- DPS facility
- Options
- Next steps

FACILITIES

14 West Forest Ave, 2.4 ac

1. Pole Barn
2. Vactor pad
3. Shipping container
4. Main building
 - A. Garage (main bay)
 - B. Cold patch
 - C. Traffic control
 - D. Garage (center bay; closed)
 - E. Welding bay
 - F. Wash bay
 - G. Sign shop (closed)
 - H. Parks department (closed)
5. Fuel pumps
6. Office
7. Truckport
8. Salt Barn
9. Shed



11/8/2023

DPS FACILITY DISCUSSION 11/8/2023

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FACILITIES

14 West Forest Ave, 2.4 ac

High-priority

immediate need

- 4. Main Building
- 5. Fuel pumps
- 8. Salt Barn

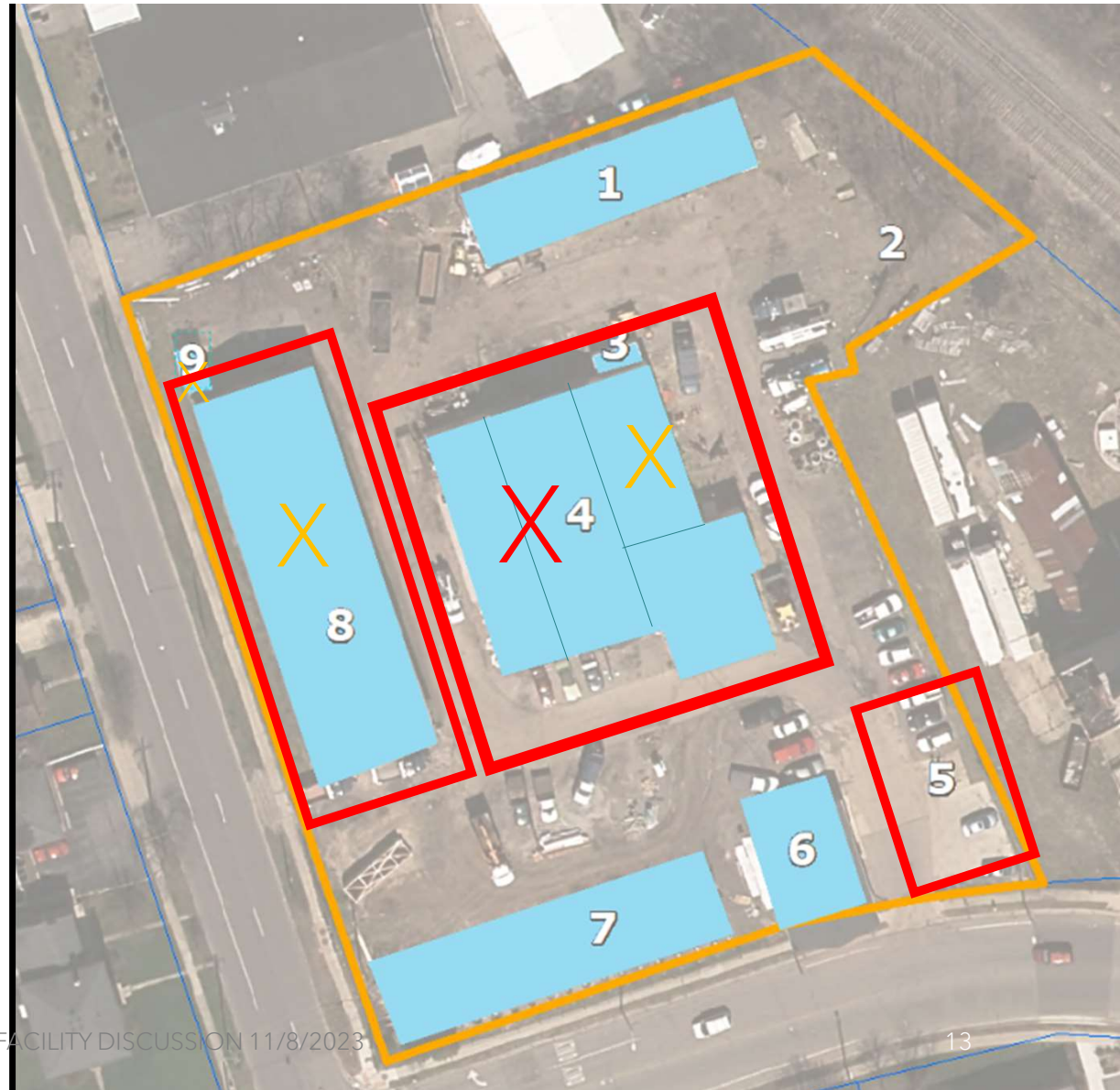
Deficient but serviceable

address w/in 5 years

- 1. Pole Barn
- 6. Office
- 7. Truckport

11/8/2023

DPS FACILITY DISCUSSION 11/8/2023



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FACILITIES

4. Main building

- Consists of a central bay (1800s), three additions
- CMU addition (late 1960s) in best condition
- Houses vehicle & equipment service, signs/signals/parking meter maintenance and operation, parks/facilities carpentry and storage, welding shop



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DPS FACILITY DISCUSSION 11/8/2023

14

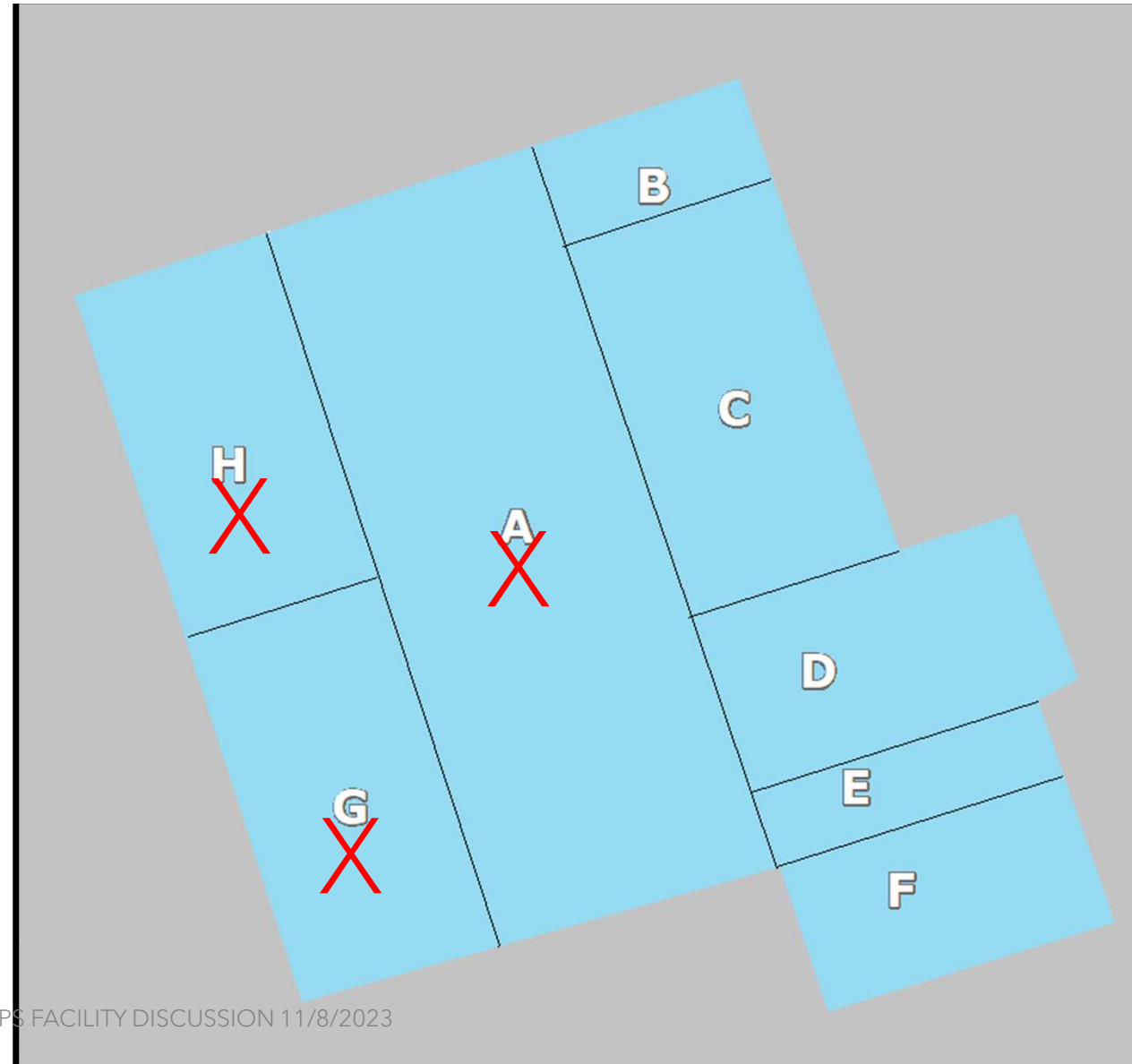
FACILITIES

4. Main building

- A. Garage (main bay; closed)
- B. Cold patch
- C. Traffic control storage
- D. Garage
- E. Welding bay
- F. Wash bay
- G. Sign shop (closed)
- H. Parks department (closed)

Not up to modern code

- No fire suppression; smoke/vapor detection; exhaust fans or other vapor/fume/contaminant control
- Inadequate emergency exits; inadequate emergency lighting
- No restrooms or emergency shower
- No backup generator



11/8/2023

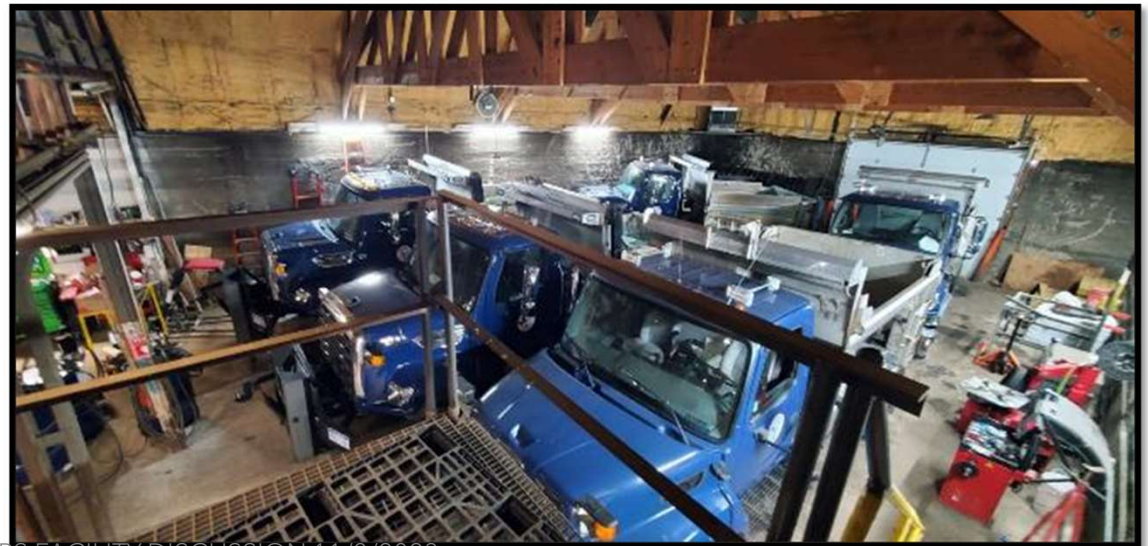
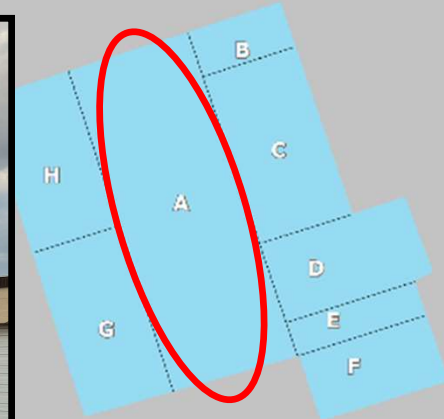
DPS FACILITY DISCUSSION 11/8/2023

FACILITIES

4. Main building A. Garage (main bay)

History/Purpose

- Constructed in 1800s for coal storage; expanded/adapted since that time
- Potentially/likely adapted to DPS use in 1960s/70s; presumably continuously used since then
- Most recently served as service garage for passenger vehicles and equipment; parts storage, mechanics' office, and equipment storage/workspace



11/8/2023

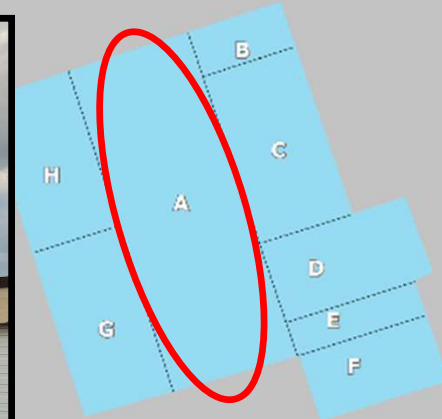
DPS FACILITY DISCUSSION 11/8/2023

FACILITIES

- 4. Main building
- A. Garage (main bay)

Immediate issues

- Two structural engineers have assessed the building three times; noted severe deficiency in roof structure
- Roof structure is interconnected with roofs of east and west additions as well as the CMU addition to a lesser extent
- Vacated as of 30 October in advance of snow season.



11/8/2023

DPS FACILITY DISCUSSION 11/8/2023

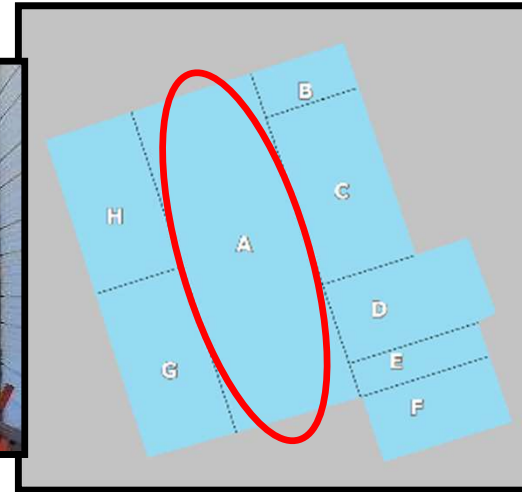
FACILITIES

4. Main building

A. Garage (main bay)

Shortfalls to address

- Coal dust embedded in walls & structure is a constant nuisance; affects air quality and lighting/visibility
- Concrete floor significantly uneven due to three different surfaces; pitting and spalling filled with cold patch; presents tripping hazard
- Storage loft has very low beams, not conducive to access
- Garage doors barely able to accommodate taller vehicles; not able to accommodate future vehicles
- Struggle to fit the plow trucks inside during winter
- Hoists for smaller vehicles limit through access

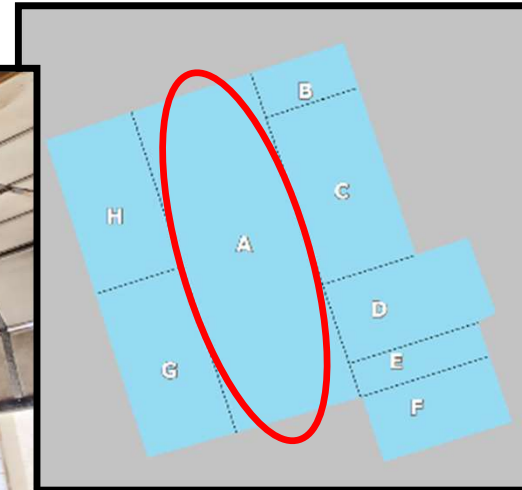


11/8/2023

DPS FACILITY DISCUSSION 11/8/2023

FACILITIES

- 4. Main building
- A. Garage (main bay)
 - (more photos)

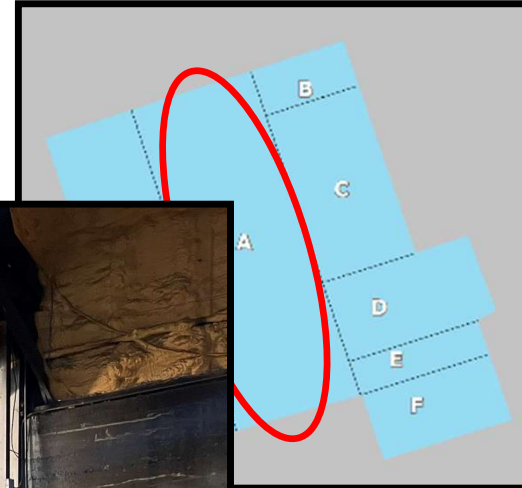


11/8/2023

DPS FACILITY DISCUSSION 11/8/2023

FACILITIES

- 4. Main building
- A. Garage (main bay)
 - (more photos)



11/8/2023

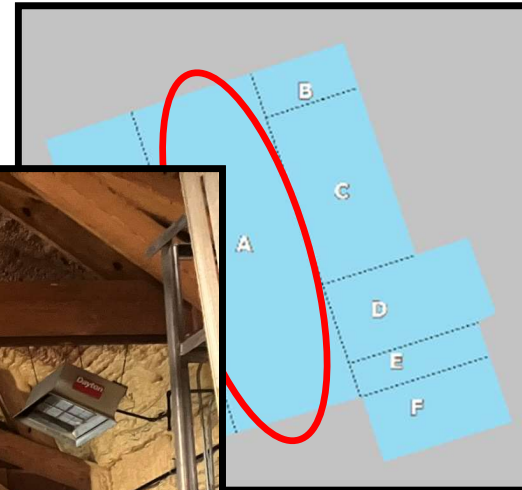
DPS FACILITY DISCUSSION 11/8/2023

FACILITIES

4. Main building

A. Garage (main bay)

- (more photos)



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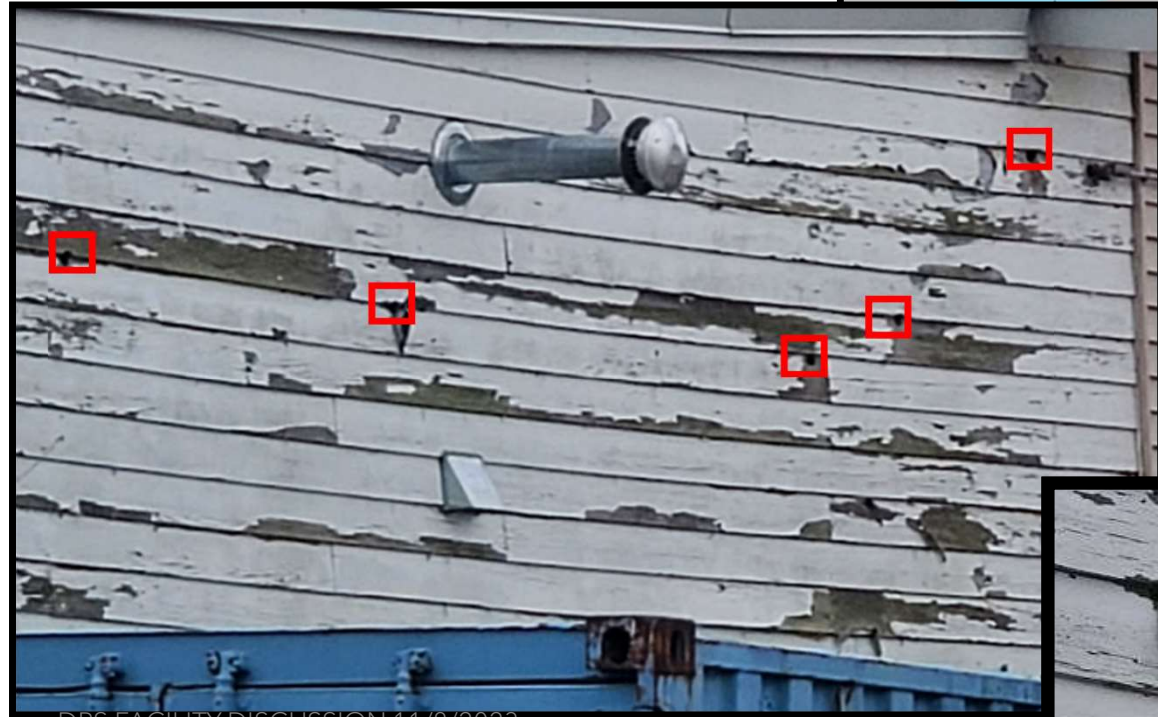
DPS FACILITY DISCUSSION 11/8/2023

FACILITIES

4. Main building

B. Cold Patch

- Part of east wing addition; roof interrelated with main bay
- Birds nest in north wall, between siding and sprayfoam insulation; have broken through insulation and nest in door tracks.



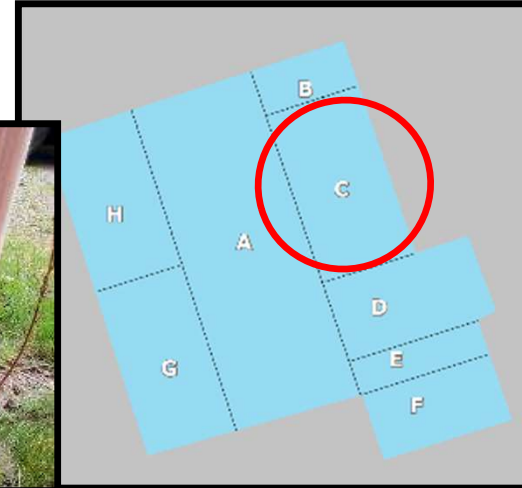
DPS FACILITY DISCUSSION 11/8/2023

FACILITIES

4. Main building

C. Traffic Control Storage

- Part of east wing addition; roof interrelated with main bay
- Structural posts rusted completely through at the base; persistent roof leaks
- No functional lighting



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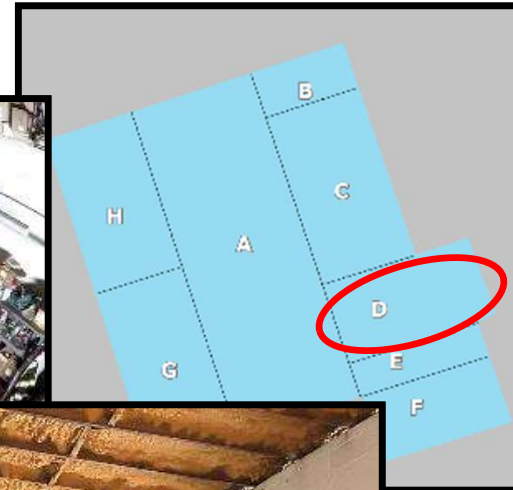
DPS FACILITY DISCUSSION 11/8/2023

FACILITIES

4. Main building

D. Garage

- Part of CMU addition; roof interrelated but less than west & east
- Currently occupied due to need to maintain operations
- Hoist capable of lifting 50,000lbs; cannot handle new refuse trucks
- Little/no maneuvering room



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DPS FACILITY DISCUSSION: 11/8/2023

FACILITIES

4. Main building E. Welding bay/fab bay

- Part of CMU addition; roof interrelated but less than west & east
- Currently occupied due to need to maintain operations; currently used as work area for parks & signs as well.
- No dedicated ventilation



11/8/2023

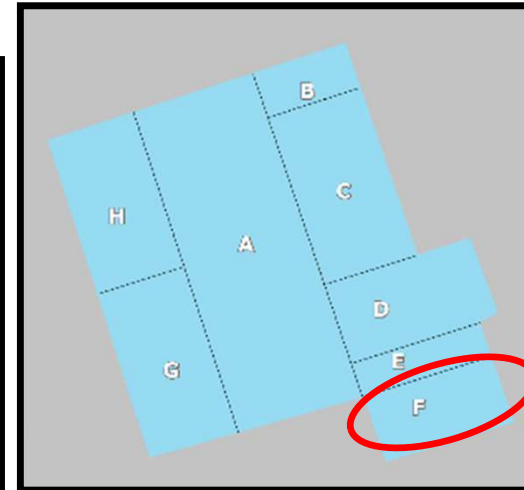
DPS FACILITY DISCUSSION 11/8/2023

FACILITIES

4. Main building

F. Wash rack

- Part of CMU addition; roof interrelated but less than west & east
- Required to wash out vehicles like sweeper, vactor; clean salt trucks & plows; part of routine vehicle maint
- Currently occupied due to need to maintain operations
- Not wide enough to comfortably wash the CMVs



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DPS FACILITY DISCUSSION 11/8/2023

FACILITIES

4. Main building

H. Parks

- Part of west wing addition; roof interrelated with main bay
- Houses lawnmowers in summer; sidewalk snow removal in winter
- Storage for facility and park maintenance equipment
- Workbench for equipment repair and carpentry/furniture repair
- Vacated due to roof concerns
- Serviceable but small



11/8/2023

DPS FACILITY DISCUSSION 11/8/2023

FACILITIES

4. Main building

G. Sign shop

- Part of west wing addition; roof interrelated with main bay
- Storage of sign stock, parking meter stock, traffic counter/speed signs, signals
- Repair/alteration of same
- Assemble unique signs (such as street signs); order some standard/complex
- Vacated due to roof concerns
- Serviceable



11/8/2023

FACILITY DISCUSSION 11/8/2023

FACILITIES

5. Fuel pumps

History and Purpose

- Completely replaced recently (<5 years) due to leaking
- Dispense diesel and gasoline to DPS and City Hall fleet

Immediate need

- Frequently stop working on hot days

Shortfalls to address

- Paper "ticket" system to track dispensing
- When power is lost to DPS, power is lost to the pumps & control system; no backup generator. Takes several days to restore full function to pumps after outage.



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DPS FACILITY DISCUSSION 11/8/2023

FACILITIES

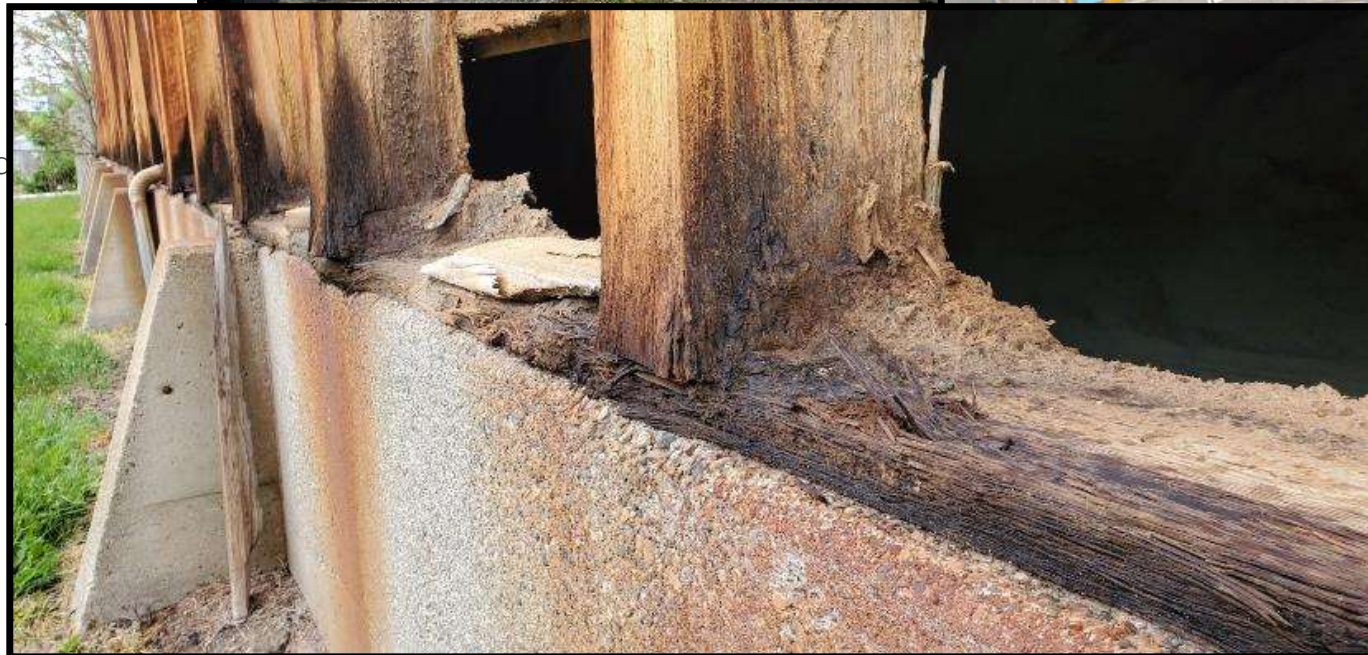
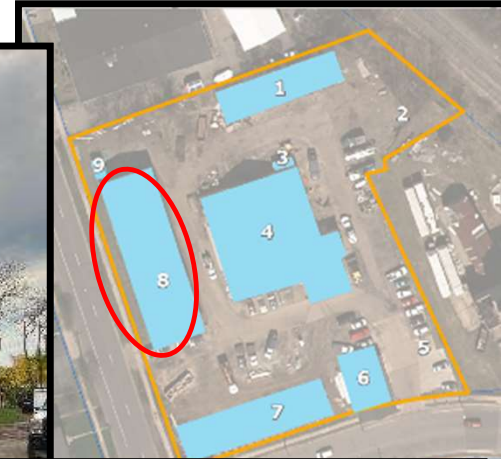
8. Salt barn

History & purpose

- Constructed in ~1990s
- Holds salt stock

Immediate issues

- Structural assessment performed July 2022 by one firm, May 2023 by another.
- Full replacement recommended.



11/8/2023

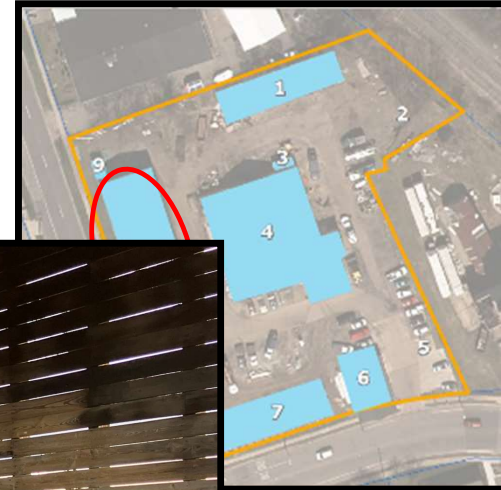
DPS FACILITY DISCUSSION 11/8/2023

FACILITIES

8. Salt barn

Shortfalls to address

- Placement makes salt deliveries and loading awkward; cannot relocate w/o relocating other buildings
- No space to accommodate brine



FACILITIES

14 West Forest Ave, 2.4 ac

High-priority

immediate need

- 4. Main Building
- 5. Fuel pumps
- 8. Salt Barn

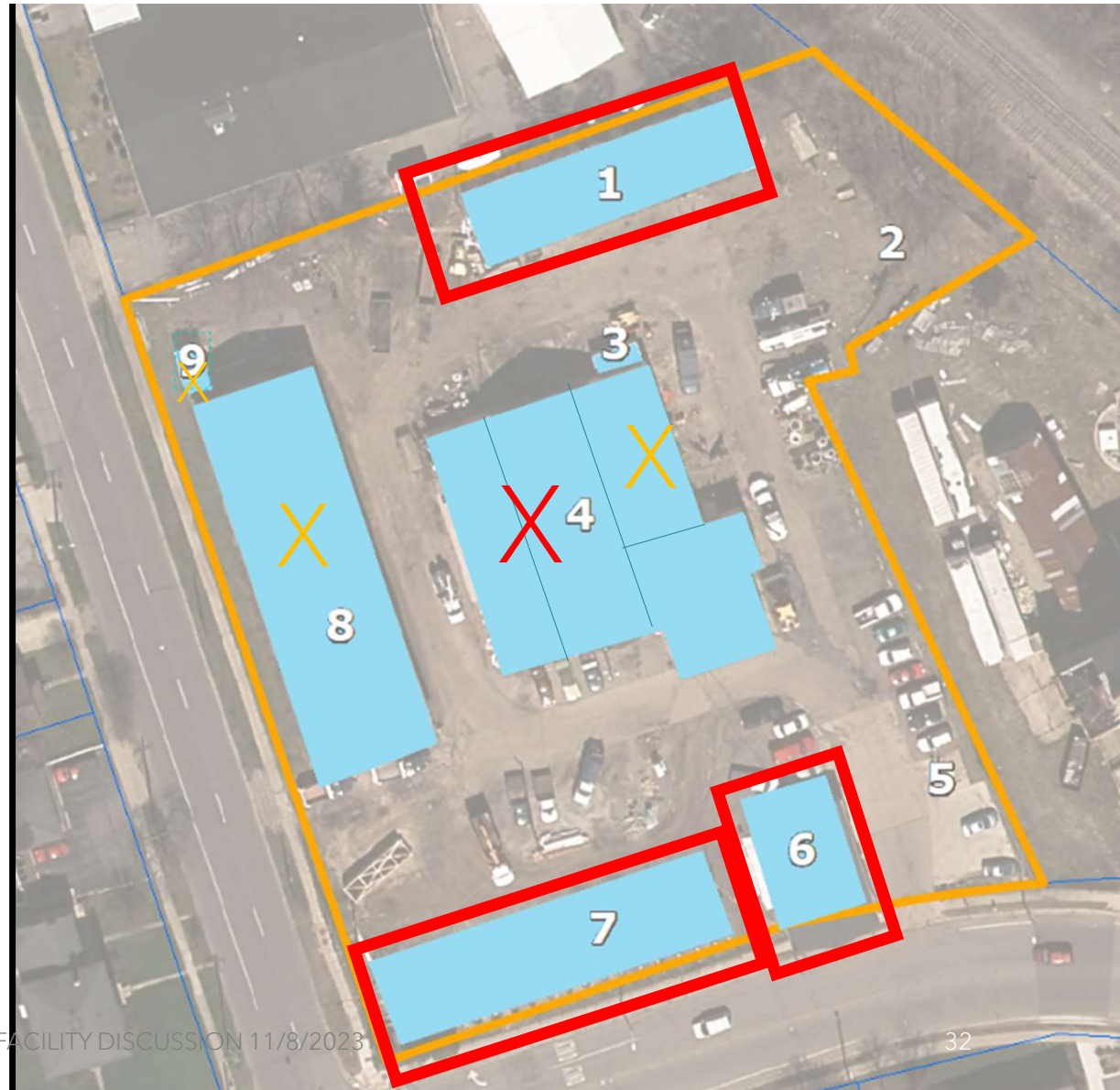
Deficient but serviceable

address w/in 5 years

- 1. Pole Barn
- 6. Office
- 7. Truckport

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DPS FACILITY DISCUSSION 11/8/2023



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FACILITIES

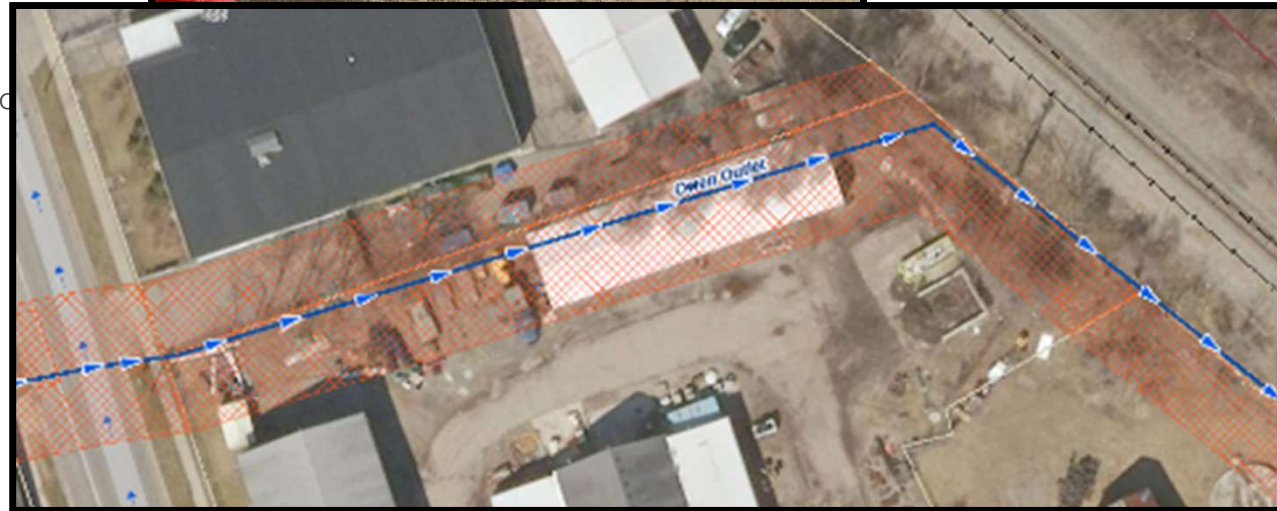
1. Pole Barn

History & purpose

- Constructed in the 1980s
- Storage of equipment and materials

Shortfalls to address

- Constructed atop Owen Drain easement; no opportunity to reconstruct, expand
- Dirt floor; issues with mud tracking/ponding potentially with vapor intrusion
- Issues with dampness, animal nests (racoons)
- Space at rear difficult to access for maintenance
- Small



11/8/2023

DPS FACILITY DISCUSSION 11/8/2023

FACILITIES

6. Office building

History & purpose

- Consists of breakroom/locker room/meeting room; entryway; main office; director office/server room with utility closet; men's room with shower; ladies' room/storage closet

Shortfalls to address

- No room for separate breakroom/locker room facilities
- Not enough locker space for current employees
- No separate utility room/closet; breaker panel adjacent to uniform storage
- No storage space



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FACILITIES

7. Truckport

History & purpose

- Constructed 2015
- Area to keep trucks plugged in and shielded from inclement weather for timely response and extending useful service life
- Hosts solar panels

Shortfalls to address

- Siding on ends (east & west) added after initial construction; needs paved floor and fire suppression
- Too short to fully house longer (and higher-value) trucks, such as vactor and hi-ranger
- No heating to melt snow/ice from trucks in use
- Solar panels; no batteries and cannot provide backup power
- Spacing of support posts, location relative to utility pole and hydrant make maneuvering challenging

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FACILITIES

Pros

- Good to have entrances from two streets
- Good location for access to the City overall, especially snow removal and mowing
- On a separate DTE circuit & water main from other emergency facilities (PD & FD)

Cons (current capacity)

- High risk of structural failure; leads to effectively unlimited risk in terms of worker safety
- Fuel pumps intermittently fail in summer
- No standby generator for emergencies/power outages; necessary for fuel pumps, gate, hoists, etc
- History of use as an industrial site since the 1800s makes significant redevelopment challenging and current use problematic; Phase I analysis underway
- Motorized gate intermittently fails in winter
- Humidity issues in storage buildings (pole barn, storage cont, etc)
- Hydrant and utility pole placed in the center of the main maneuvering area for trucks
- No safe and convenient storage for storm drain repair material; & other misc material

Cons (future capacity)

- No place to locate propane fueling tanks or electric chargers; service garage cannot safely accommodate service needs of either
- Cannot serve as emergency response center in most common emergencies
- Unable to add staff due to limitations of locker/break rooms, parking limitations
- Unable to add equipment (ex, sweeper for permeable pavement) due to space limitation



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DPS FACILITY DISCUSSION 11/8/2023

FACILITIES

Summary

- Fixing each repairable issue is technically possible but would not address underlying issues of layout/space limitations or contamination, and scale of repairs would require temporary relocation (1-2 years), incurring significant and unknown costs.
- Testing and remediating/performing due care of expected contamination issues would require significant work and investment, and at least temporary relocation (1-2 years), incurring significant and unknown costs.
- Correcting layout/space limitations would require significant work and investment, and relocation (2-3 years), would trigger the due care/remediation, and incur significant unknown costs.
- Relocating DPS as soon as possible, either temporarily or permanently, is the only option to continue operations regardless of course of action regarding current location.





AGENDA

- Goals
- DPS functions
- DPS facility
- Options
- Next steps



RELOCATION OPTIONS

Site Requirements

- All functions on one site
- Safe, code-compliant buildings
- Within the City or immediately adjacent
- Service garage & wash bay (heavy trucks, passenger vehicles, equipment; 7.5k sf ±)
- Workspace (signs, parks/carpentry, welding/mechanical; 5k sf ±)
- Storage spaces for vehicles & equipment
- Storage space for material – enclosed (salt, cold patch, etc; 8k sf+)
- Storage & disposal space for material – open (aggregate, vector pad, etc; 2.5k sf±)
- Admin & staff space (restrooms, locker rooms, parking, office, breakroom, meeting, etc; 2.5k sf±)
- Fueling (diesel & gas)

Timelines

- To construct new, 2-5 years depending on location
- To move, less than a year; timeline varies depending on how many alterations to site & building; if move in can be phased, etc

RELOCATION OPTIONS

Search Process

- Initial structural assessment in July 2022; brought to light in late fall 2022 due to staffing change
- Working on alternatives since late fall 2022
- Second structural assessment in May 2023; second opinion as well
- Searching for alternative property since May; working with a broker since the end of August.

Options

- Lease
 - Most commercial leases would be between 3-5 years; would have to put significant money into most properties and not be able to recoup investment
- Purchase
 - Could resell if move were temporary, potential to recoup some investment

DPS FACILITY DISCUSSION 11/8/2023

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RELOCATION OPTIONS

Cost Considerations: Cost of Alternatives

1. Remain in current DPS yard indefinitely (“do nothing”)

- High unknown cost due to worker safety issues
- Loss of ability to provide direct services
 - Can contract out some work but not all, due to nature of work;
 - Contracting work would trigger issues with union contract. Could not lay off workers while using contractors to perform union work; effectively will be paying union labor atop contractors’ costs &/or entering into arbitration/litigation.
 - Likely untenable in the long term due to costs and delays in service.
- Direct services would slow and potentially be suspended from time to time due to increased issues with mechanical failures
- Increased costs and both worker and public frustration, employee turnover



RELOCATION OPTIONS

Cost Considerations: Cost of Alternatives

2. Remain in current DPS yard while a new yard is constructed elsewhere
 - All downsides of option 1 apply, but duration presumably limited
 - Round figure of \$3M/year in transfer/delay costs
 - Cost to construct new likely between \$7-15M, depending on setting
 - Likely only buildable location is Water Street; infrastructure would need to be constructed and site carefully selected; potential public process as well

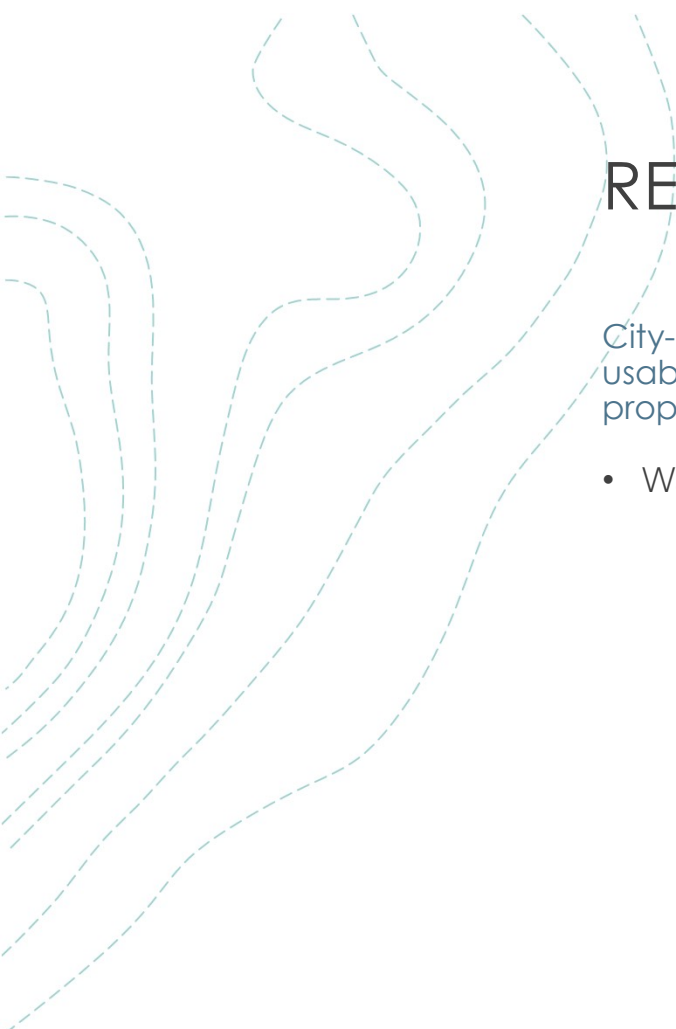


RELOCATION OPTIONS

Cost Considerations: Cost of Alternatives

3. Move DPS yard ASAP

- Downsides of option 1 may apply in limited extent during time of moving/buildout; best outcome for worker safety
- Cost to modify expected to be significantly less than that to construct new
- Can be a temporary or permanent move; same modifications would likely need to be made to site regardless.



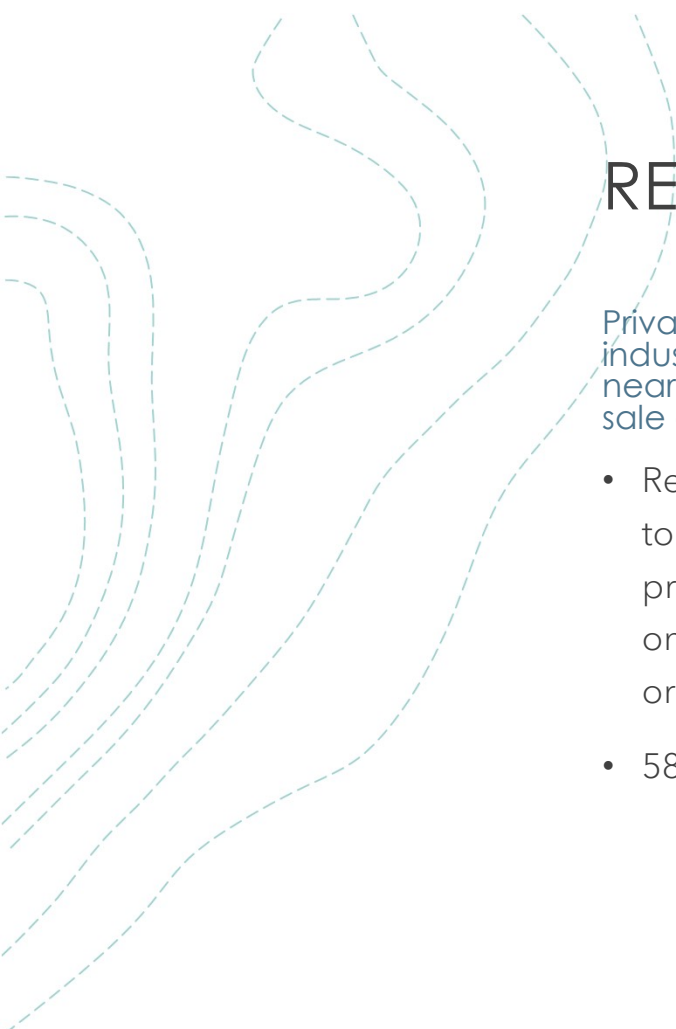
RELOCATION OPTIONS

City-owned potentially
usable vacant/buildable
properties

- Water Street

City-owned NOT usable
vacant/buildable
properties

- Floodway/plain
 - Waterworks Park/compost yard
 - Railroad St
- Size/access
 - 326 E Michigan
 - 731 W Michigan
 - 206 N Grove
 - Former landfill
- Parks



RELOCATION OPTIONS

Privately-owned industrial facilities in or near the City listed for sale or lease

- Researched and/or toured several properties no longer on the market for sale or for lease
- 580 S Mansfield

Privately-owned vacant land in or near the City listed for sale and suitable for industrial use

- Researched and eliminated several properties outside the City limits
- No suitable privately owned vacant land within the City

Privately-owned industrial facilities or vacant land in or near the City not listed for sale or lease

- Did not approach private property owners who did not list their properties for sale or lease.
- Approached by 599 S Mansfield after 30 October.



RELOCATION OPTIONS

Partnerships

- Eastern Michigan University: currently space-constrained. If exploring partnership, would need to be new build. Willing to partner on some services, materials; case by case.
- Ypsilanti Community Schools: Did not approach. Majority of school facilities are out of the City.
- Ypsilanti Township: Did not approach. Challenges with taking Township land off their tax rolls; they do not have an equivalent facility.
- Washtenaw County Road Commission: willing to partner for short time (materials storage) and on future items (such as brine); did not consult regarding longer-term partnership

Note: DPS is expected to play a significant role in emergency response, particularly for weather events, and to provide timely response in other urgent (non-emergent) situations. Autonomy and location are significant considerations.

RELOCATION OPTIONS

14 W Forest ("do nothing" – but repair everything)

Repair main building and bring to modern code

- Remediation/due care: unknown, approx. \$4-5M
- Approx \$2M to replace roof with improved, functional version
- Approx \$1M for fire suppression and life safety
- Approx \$250k for admin building expansion & life safety improvements
- Approx \$750k for salt barn replacement
- Approx \$50k for fuel pump improvements
- Approx \$100k for hoist improvements
- Approx \$3M delay/transition costs

Total: at least \$4.15M, plus delay/transition and remediation costs (\$8.5M+); still unlikely to be able to accommodate future needs of City due to space constraints

RELOCATION OPTIONS

Water Street (build new)

- Extensive timeline (3+ years)
- Public involved in site selection and design
- Develop remediation plan/due care
- Potentially bring utilities, roadway, to site
- Design
- Construct

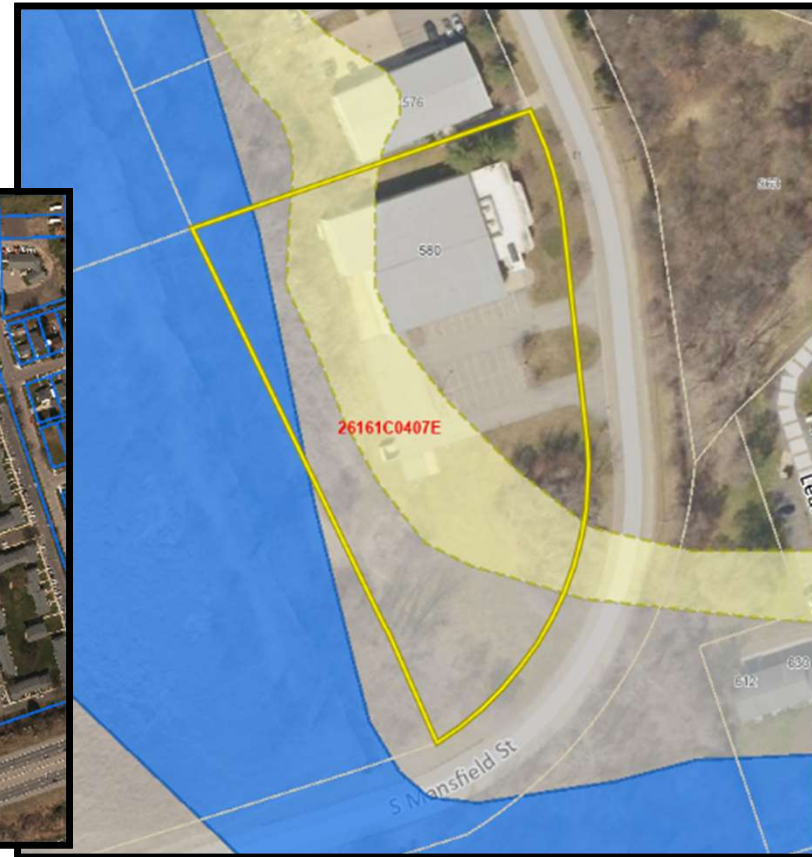
Potential cost: minimum of \$7M, plus delay costs (>\$9M); total of >\$16M

RELOCATION OPTIONS

580 S Mansfield (move ASAP; some construction prerequisite)

- Change use of building
 - Remove existing partial buildout (break even with sale of material)
 - Add fire suppression (\$250k)
 - Add hoists, add door, add exhaust (\$150k)
- Add fence/gate x2 (\$500k), pavement (\$500k), salt barn (750K), storage buildings (\$1.5M), outdoor storage (\$250k), fuel
- Letter of Map Amendment necessary for new construction
 - ACE joint permit possibly needed for portions of new construction depending on location, LOMA
- City-owned site across Mansfield necessary to use for storage, outbuildings
 - Directly adjacent to low-income housing
- Total cost likely \$10M+ including acquisition (\$3.1M), transition (\$3M+), construction (\$3.9M+); space limitations will still likely hinder support of long-term City goals

580 S MANSFIELD



11/8/2023

DPS FACILITY DISCUSSION 11/8/2023

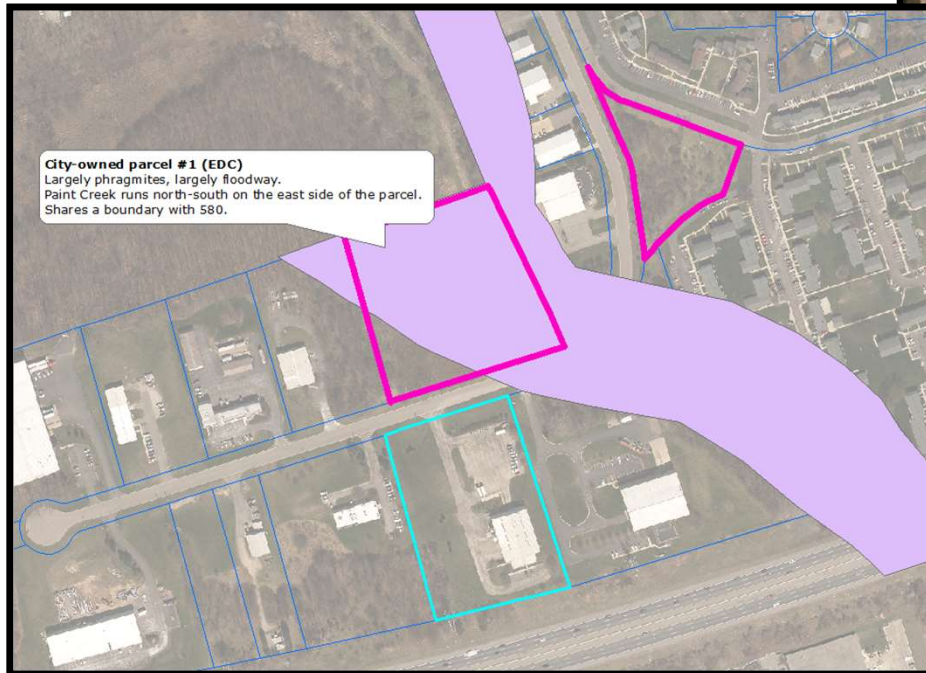
50

RELOCATION OPTIONS

599 S Mansfield (move ASAP; some construction prerequisite)

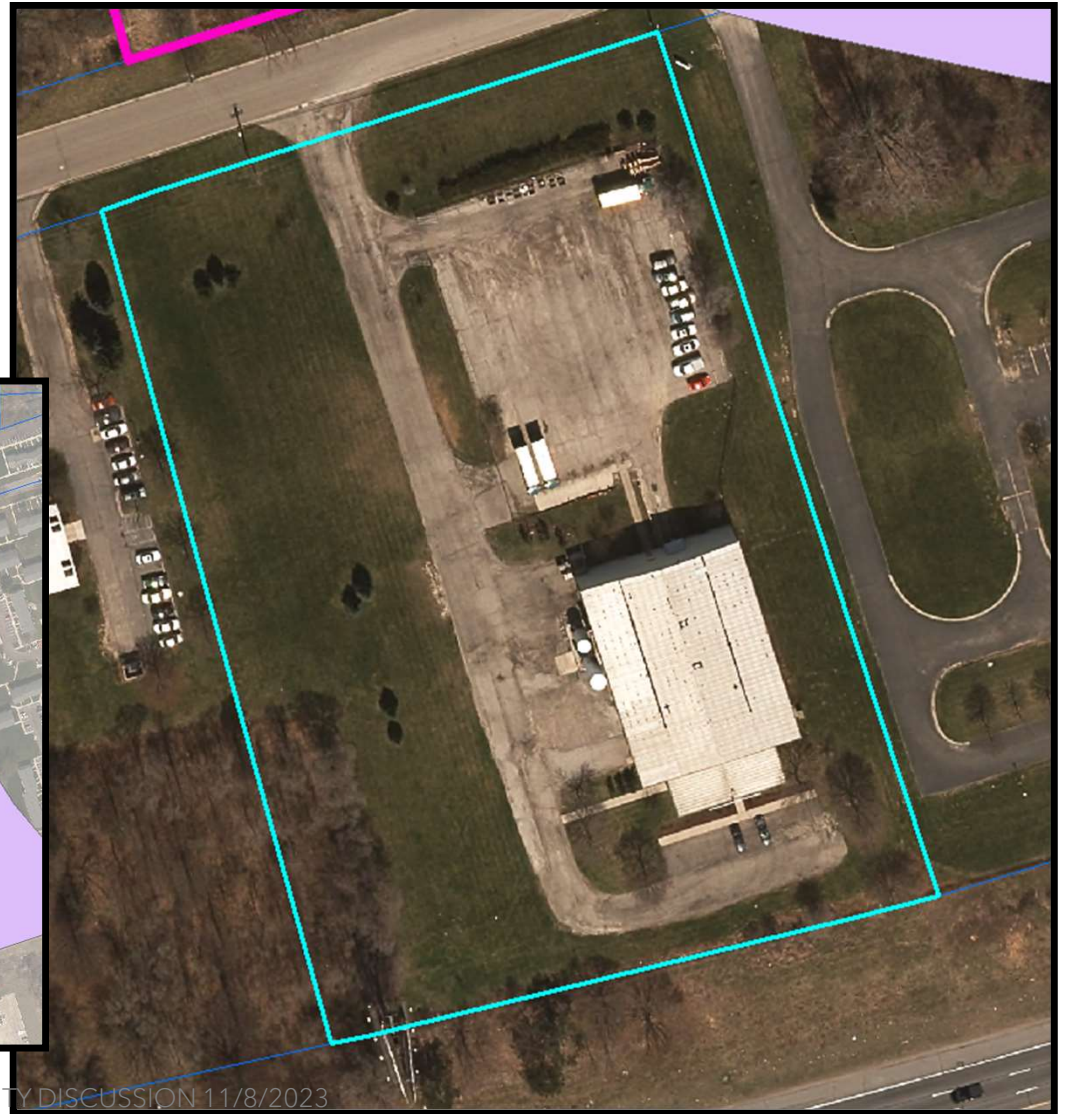
- Minor building updates needed immediately (conversion of space to locker & breakrooms (\$150k); adequate vehicle hoists (\$100k)
 - A small addition for admin/operations will be required for full compliance (\$250k)
- Salt barn needed ASAP (\$750k)
 - Storage building, etc will be required but not immediately (\$1.5M)
- Total cost likely \$7.5M including acquisition (\$3.8M), transition (\$1M), construction (\$2.75M).

599 S MANSFIELD



11/8/2023

DPS FACILITY DISCUSSION 11/8/2023



COMPARISON OF OPTIONS

	14 W FOREST	WATER STREET	580 S MANSFIELD	599 S MANSFIELD
Purchase cost	\$0	\$0	\$3.1M	\$3.8M
Construction cost	\$4.15M+	\$7M+	\$3.9M+	\$2.75M
Remediation cost	Unknown, high (\$5M)	Unknown, location/design dependent, assume \$1M	None anticipated	None anticipated
Transition cost	1.5 years (\$4.5M)	3+ years (\$9M)	6-12 months (\$3M+)	1-3 months (\$1M)
Non-monetary Risks	Remediation/due care	Public process, remediation/due care, infrastructure	FIRM amendment; use of additional parcel	None known
TOTAL	\$13.65M+	\$17M+	\$10M	\$7.55M

11/8/2023

DPS FACILITY DISCUSSION 11/8/2023

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From: Eric Ronewicz <ERonewicz@poam.net>

Sent: Monday, November 6, 2023 1:56 PM

To: Evan Sweet <ESweet@cityofypsilanti.com>; Desirae Simmons <DSimmons@cityofypsilanti.com>; Wilcoxon, Steve <swilcoxon@cityofypsilanti.com>; Symanns, Jennifer <jsymanns@cityofypsilanti.com>; Roland Tooson <rtooson@cityofypsilanti.com>; Michelle King <mking@cityofypsilanti.com>; Brown, Nicole <nbrown@cityofypsilanti.com>; Hellenga, Andrew <ahellenga@cityofypsilanti.com>; Scott Cooper <scott_cooper@comcast.net>

Subject:

Attention: This email was sent to the City of Ypsilanti from an external source. Please be extra vigilant when opening attachments or clicking links.

Mr. Hellenga, Mayor Brown and esteemed council members,

I am Eric Ronewicz and I am the business representative (TPOAM) for the Ypsilanti Public Employers Association. I am informing you of our (TPOAM/Ypsilanti PEA) support for resolutions 2023-216 and 2023-217.

These resolutions will resolve the current unacceptable working conditions that the City of Ypsilanti employee's must endure daily while performing their specific job assignments for the City. From my understanding, there are plethora of safety and hazardous working conditions ranging from unsafe buildings (two mechanics bays are deemed as unsafe (condemned) and not usable as well as safety/structural issues to the salt storage building) to various fire code issues (lack of fire suppression, proper alternative exits etc.) as well as electrical and functionality problems with the current department of public services buildings.

I encourage each and every member of council inspect the current state of the DPS buildings and yards for themselves in order to inspect the conditions that our City employee's work within.

The current DPS yard has outlived its functionality, space and immediate action to address the problems is much needed. I do not believe it is feasible for the City to rehabilitate the current facility as unfortunately age and use has taken its toll on it. It is time for the City to upgrade the DPS yard and the current resolutions would allow for that with the purchase of a new site and budgeting.

I was a City resident in the past and my home had a rental dwelling attached to it. My rental unit would undergo rental inspections which pointed out issues of the home and what was needed to address said deficiencies. If I did not update them, I would lose the certificate of occupancy for my rental unit. I do not currently believe the current state of the DPS yard would pass structural and fire inspections etc. If the DPS buildings would not pass an inspection, why are we subjecting City employee's to the current conditions? Why are we allowing the City to be exempt from their own policies, ordinances as well as state and federal laws?

I worked at the City of Ann Arbor and they had a similar issue with their DPS yards as well as the police department. As for the cities DPW yard, they built a brand new facility that fit their need to combine public services at one specific location. This is similar to our request to pass resolution 2023-216 which would enable to the City, as soon as practical, to move specific department classifications to the new space in order to continue to perform their City service. In the near future, the rest of the department then could move to the property to have one central DPS yard.

Again, we support the resolution for the purchase of the property for the Department of Public Services and if we can be of any assistance, please let us know.

Thank you,

Eric Ronewicz- TPOAM Business Agent



REQUEST FOR LEGISLATION
November 9, 2023

For: Mayor and City Council

From: John Barr

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

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 599 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. 2023-216 599 Purchase S Mansfield
2. Copy of Industrial Sales
3. USE CBOR - Commercial Purchase Agreement (version 5)

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: November 9, 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: Mayor Pro-Tem Steven Wilcoxon

SUPPORTED BY: Council Member Evan Sweet

YES: 5 NO: 0 ABSENT: 1 (J. Symanns) ABSTAIN: 1 (King) VOTE: Carried

I do hereby certify that the above resolution is a true and correct copy of Resolution 2023-216 as passed by the Ypsilanti City Council at their meeting held on November 7, 2023.

Aaron Smith, Interim City Clerk

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



DISCLAIMER

These forms are not intended to be a substitute for the legal advice of competent counsel. The user has the responsibility to determine whether the forms are appropriate or effective in a particular situation. The user should make certain that the form complies with current law, both state and federal. The authors and CBOR and its employees disclaim any liability arising from the use of the forms. Any user of the form waives and releases all possible claims against the authors and CBOR and its employees. The authors and CBOR wish to acknowledge the prior contribution of H. William Freeman in creating this form.



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Fax 248-489-4156

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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

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



REQUEST FOR LEGISLATION
November 9, 2023

For: Mayor and City Council

From: john barr

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

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. 2023-217 Budget Amendment S Mansfield

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: November 9, 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 599 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: Mayor Pro-Tem Steven Wilcoxen

SUPPORTED BY: Council Member Roland Tooson

YES: 5 NO: 0 ABSENT: 1 (J. Symanns) ABSTAIN: 1 (King) VOTE: Carried

I do hereby certify that the above resolution is a true and correct copy of Resolution 2023-217 as passed by the Ypsilanti City Council at their meeting held on November 7, 2023.

Aaron Smith, Interim City Clerk



Resolution No. 2023-224
November 9, 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: