



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, April 16, 2024 @ 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. PUBLIC COMMENT (3 MINUTES)

VI. PRESENTATIONS

- A. Update on the ongoing work for the removal of the Peninsular Dam - HRWC Daniel Brown
- B. ~~Update on the activities of the Washtenaw Regional Resource Management Authority (WRRMA) - Theo Eggermont, Washtenaw County Director of Public Works and Matt Best, WRRMA Chair/Pittsfield Township Director of Municipal Services~~ **(removed)**

VII. PUBLIC HEARINGS

- A. Resolution No. 2024-058, approving a small distiller license for use at 23 N Washington St.
Public Hearing
Resolution No. 2024-059, closing the public hearing.

VIII. ORDINANCES FIRST READING

- A. Ordinance 1424, an ordinance entitled "an emergency ordinance to impose a moratorium on the issuance of marihuana retail and microbusiness permits within the city for a period of 60 days".
Resolution No. 2024-060, determination.
Public Hearing
Resolution No. 2024-061, close the public hearing.
- B. Ordinance 1425, an ordinance entitled "an ordinance to amend Chapter 7 of the City Code Marijauna".

Resolution No. 2024-062, determination
Public Hearing
Resolution No. 2024-063, closing the public hearing.

IX. CONSENT AGENDA

- A. Resolution No. 2024-064, approving the consent agenda.
- B. Resolution No. 2024-065, approving the minutes of the April 2, 2024 City Council Meeting.
- C. Resolution No. 2024-066, approving Ordinance 1423, an ordinance entitled "Zoning Text Amendment provision in the zoning code to strengthen locational buffers for marihuana microbusinesses, marihuana retailers, and/or provisioning centers".
(Second Reading)

X. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. Resolution No. 2024-067, awarding the contract to Vinewood Preservations Planning for the Historic District Survey.
- B. Resolution No. 2024-068, approving appointments to boards and commissions.
- C. Resolution No. 2024-069, supporting the Protect MI Kids Bill Package (SB 647-654) and urge the Legislature to approve these bills to protect the well-being of MI residents,
- D. Resolution No. 2024-070, awarding the project bid for the Leforge Road mill and fill to Z Contractor's Inc.
- E. Resolution No. 2024-071, approving the extension of the solid waste contract to Stevens.
- F. Resolution No. 2024-072, approving a contract with Safebuilt to provide Building Official Services and Inspections.
- G. Discussion of relevant city codes, Chapter 94, Article VII "Sidewalks", Division 1 & 3 and Chapter 8, Article II, Section 86-34.

XI. 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

XII. LIAISON REPORTS

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

XIII. COUNCIL PROPOSED BUSINESS

XIV. COMMUNICATIONS FROM THE MAYOR

XV. COMMUNICATIONS FROM THE CITY MANAGER

XVI. COMMUNICATIONS

- A. Budget 1st Reading May 14, 2024 6:00 pm
Budget Departmental Presentation May 28, 2024 6:00 pm
Budget 2nd Reading June 4, 2024 6:00 pm

XVII. PUBLIC COMMENT (3 MINUTES)

XVIII. REMARKS FROM THE MAYOR

XIX. ADJOURNMENT

- A. Resolution No. 2024-073, 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.

Peninsular Paper Dam Removal and River Restoration Project Update

4/16/2024

Daniel Brown, watershed planner
Huron River Watershed Council
dbrown@hrwc.org

Project Site Overview

Superior Dam

Railroad Bridge

Superior Road
(auto) Bridge

Pen Park

Pen Dam

Project Partners

The project is at the discretion of City of Ypsilanti.

Supporting agencies and organizations

- Huron River Watershed Council
- Washtenaw County Water Resources Commission
- Michigan Department of Natural Resources
- Michigan Department of Environment, Great Lakes, and Energy
- U.S. Fish and Wildlife Service regional office
- Eastern Michigan University
- University of Michigan

Technical Consultants (Current and Past)

AECOM, LimnoTech, Inter-Fluve, ECT, Princeton Hydro



Past Project Timeline and Status

Timeframe	Tasks
9/2018	Feasibility Study completed
3/2019	Ypsilanti decided to remove Pen Dam
9/2020	MDNR awarded \$327K to project (COVID delay)
7/2021	MDNR awarded \$334K to project (2020 Cycle)
10/2023	Activities funded by MDNR completed
2023	USFWS awarded to City of Ypsilanti \$300K
2023	EGLE awarded to City of Ypsilanti \$3.8 million
Current	RFP for dam removal to be posted pending EGLE review

Future Project Timeline

Timeframe	Tasks
<i>Summer 2024</i>	Mussel survey efforts led by HRWC to be completed
<i>June 2024-June 2025</i>	Remaining permitting, plans, and designs
<i>Summer 2025</i>	Mussel relocation to be completed, site construction preparation
<i>Late Summer 2025</i>	Impoundment dewatering begins
<i>Fall 2025-Fall 2026</i>	Dam removal and primary river restoration completed
<i>2026 and beyond</i>	Refinement restoration and environmental monitoring

Project Funding Needs

Planning, Design, and Permitting	\$785,000
Dam Demolition and Removal	\$2,957,110
Restoration Activities and Sediment Management	\$10,304,180

The City's financial commitment of \$500,000 to the project remains unchanged from 2019. Any additional funds will need to be raised from external sources.

Princeton Hydro estimated the cost of removal at \$2.66M in 2018, including scour protection of two bridges. That component of project cost has remained relatively stable despite high construction-related inflation.

Based on community feedback, the location and visibility of the project, and the potential ecological value of this river stretch once restored, the project team has chosen to set a higher fundraising target with more active sediment management and restoration activities.

Project Funding Secured and Pending

Sources of Match and Secured Funding*	
EGLD Dam Risk Reduction Grant Program 2023	\$ 3,781,654
USFWS National Fish Passage Program 2023	\$ 300,000
City of Ypsilanti	\$ 415,000
Huron River Watershed Council (Walters Family Foundation Grant)	\$ 100,000
Total Funding Secured	\$ 4,596,654
Pending Funding Opportunities Not Yet Secured	
EGLD Dam Risk Reduction Grant Program 2024	\$ 4,000,000
FEMA High Hazard Dam Program	\$ 4,000,000
USFWS National Fish Passage Program BIL (2024 cycle)	\$ 800,000
MDNR Fisheries Habitat Grant Program (2023 cycle)	\$ 500,000
National Fish and Wildlife Foundation National Coastal Resilience Fund	\$ 7,500,000

**Does not include funding and match already applied in previous phases.*

Acknowledgements

Senator Jeff Irwin

Representative Jimmie Wilson Jr.

Congresswoman Debbie Dingell

Commissioner Annie Somerville

All provided support for fundraising efforts.

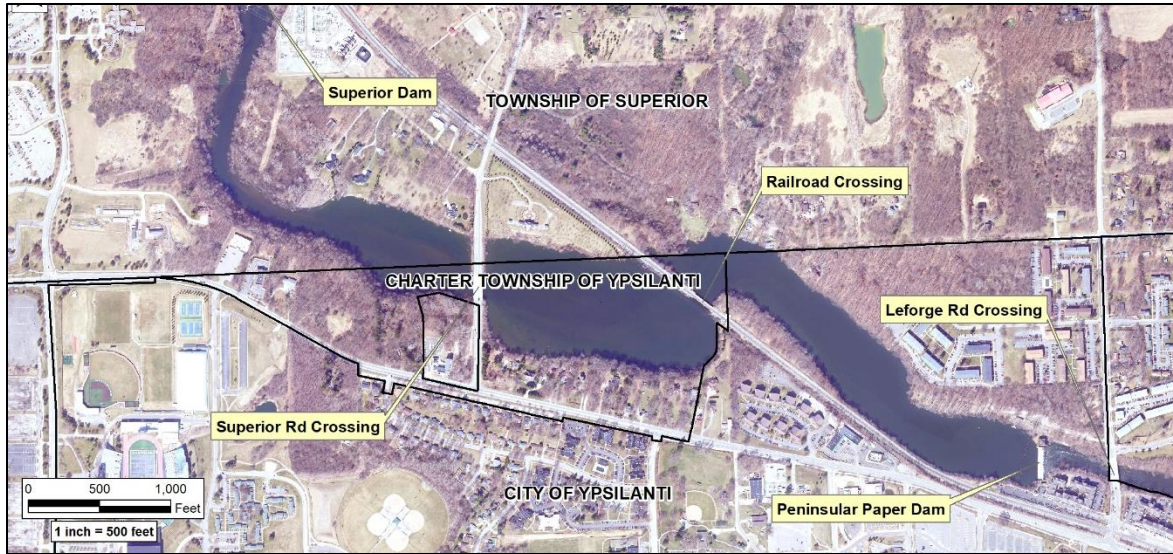
Walters Family Foundation provided direct financial assistance for HRWC to apply as fundraising match.

Peninsular Paper Dam Removal and Huron River Restoration

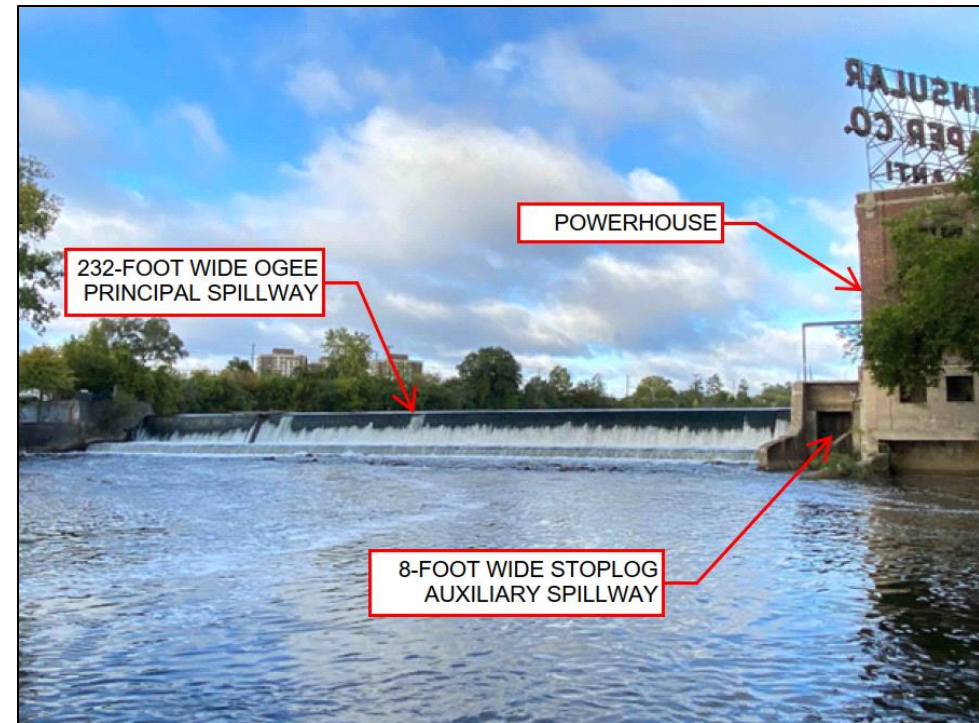
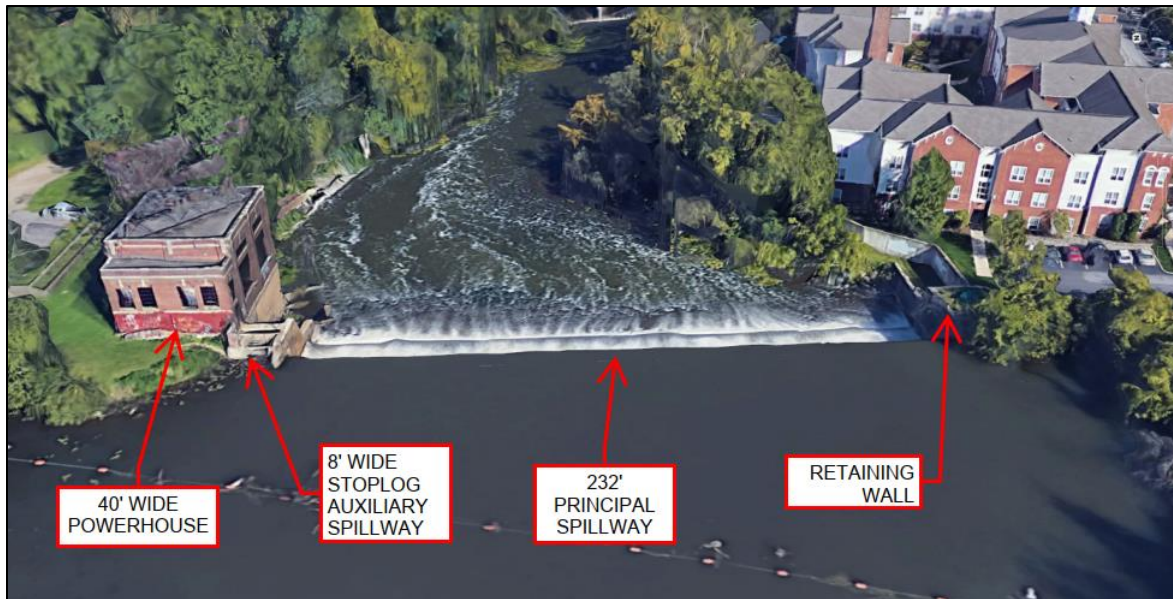
City of Ypsilanti City Council Meeting
April 16, 2024

Mario.Sebastiani@aecom.com

Background



- Originally constructed in 1867 and rebuilt in 1920
- High Hazard Potential Classified dam
- Maintains approximately 14 feet of water
- Creates a 66-acre impoundment extending approximately 1.25 miles



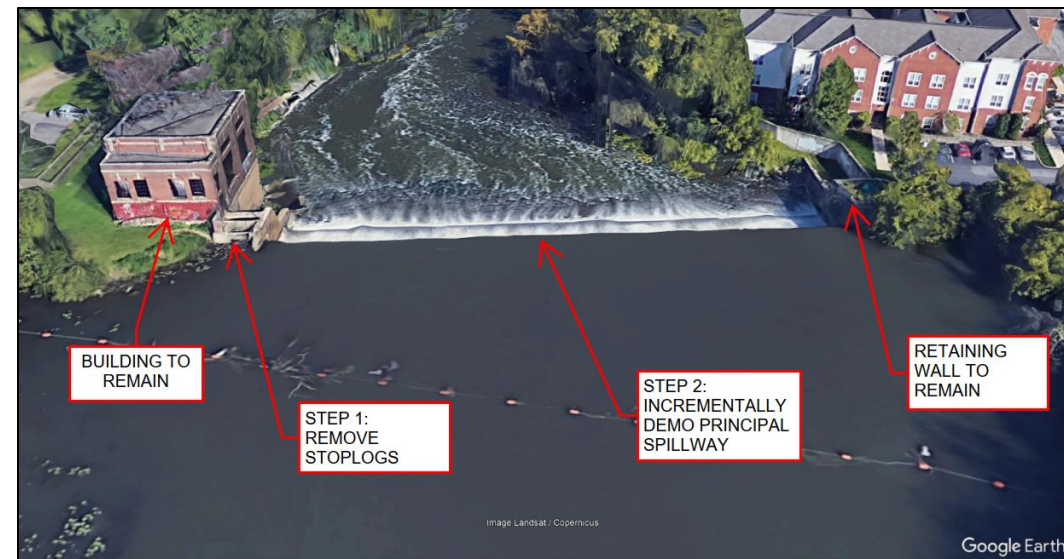
Project Objectives



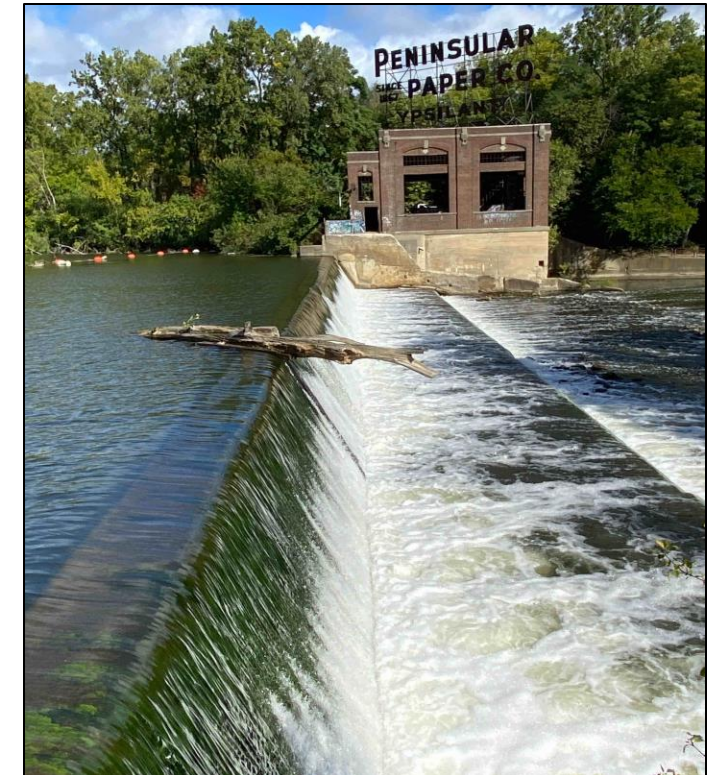
1. **Eliminate safety issues** involving the existing dam structure and potential dam failure.
2. **Re-establish connectivity** for fish, aquatic organisms, flow, sediment, and recreational users.
3. **Establish a stable channel form** which will pass flow and sediment delivered from upstream.
4. **Provide fish passage and river habitat** within the restored impoundment.
5. **Minimize impacts** to adjacent landowners, infrastructure, and sensitive slopes within the former impoundment as well as downstream reaches of the Huron River.
6. **Create a community amenity** for recreation and ecologic health.

Dam Demolition / Dewatering

1. Removing a dam is a slow, careful, and incremental process.
2. The maximum dewatering rate is half a foot per day (state regulation).
3. To people downstream of the dam during demolition, the additional flow is largely negligible. It may look like the river after a rain event.
4. The dewatering operation will need to be carefully coordinated with the sediment management activities upstream.
5. Once turbidity curtains and sediment traps are installed downstream of the dam to capture accumulated sediment and demolition debris, incrementally lower the impoundment by removing stoplog timbers from the auxiliary.
6. The remaining drawdown will occur by notching the principal spillway crest to lower the impoundment slowly and carefully. This can be accomplished by using an excavator-mounted hydraulic jack hammer.

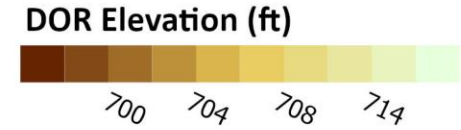
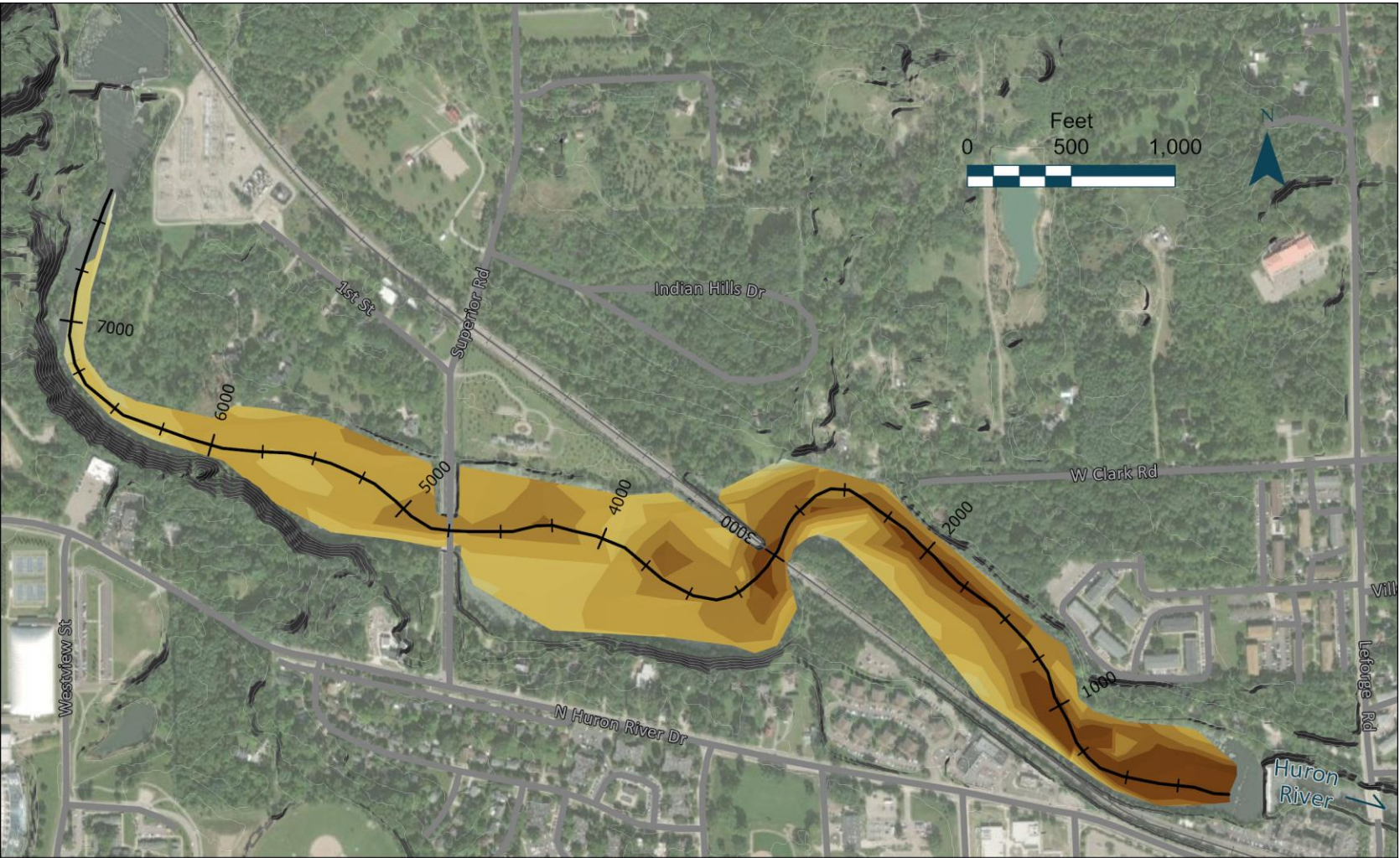


Stoplog Auxiliary Spillway



Principal Spillway

Historic Riverbed



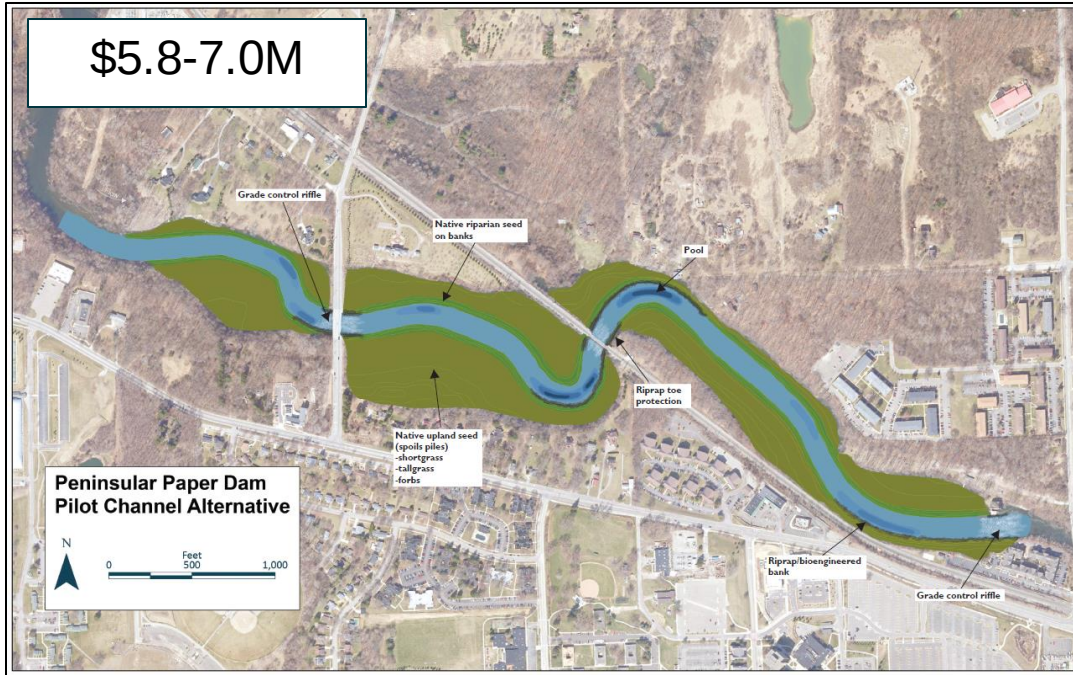
Notes:

- 1. 10 foot contours based on 1/9 Arcsecond NED DEM
- 2. Bathymetric and DOR data collected by Inter-Fluve Inc. May 10-14, 2021.
- 3. Horizontal Datum - HARN/MI Michigan State Planes, South Zone, Intl Foot Vertical Datum - NAVD88

Peninsular Paper Mill
Dam Impoundment
Huron River, Michigan

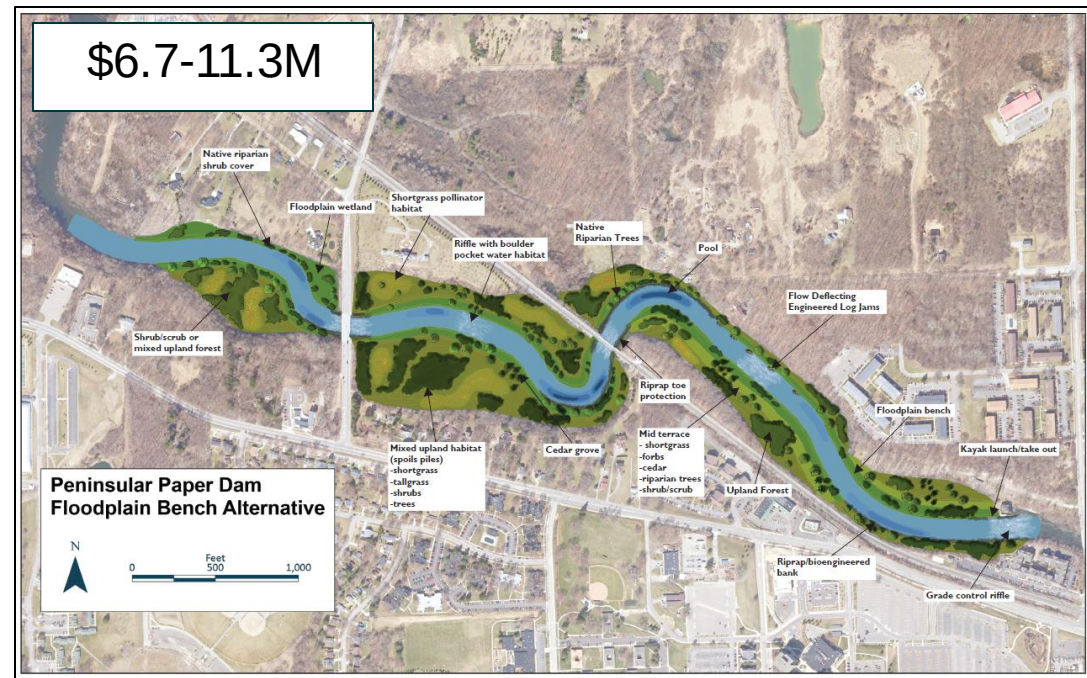
1. A key component of river restoration is restoring the pre-dam channel and floodplain.
2. Back in May 2021, Inter-Fluve collected bathymetric and depth-of-refusal (DOR) data in the impoundment to estimate the depth of sediment accumulated behind the dam and to determine the pre-dam channel alignment.
3. Our design focuses on returning the river as close to its pre-dam condition as possible within project and budget constraints.

River Restoration Alternatives Considered

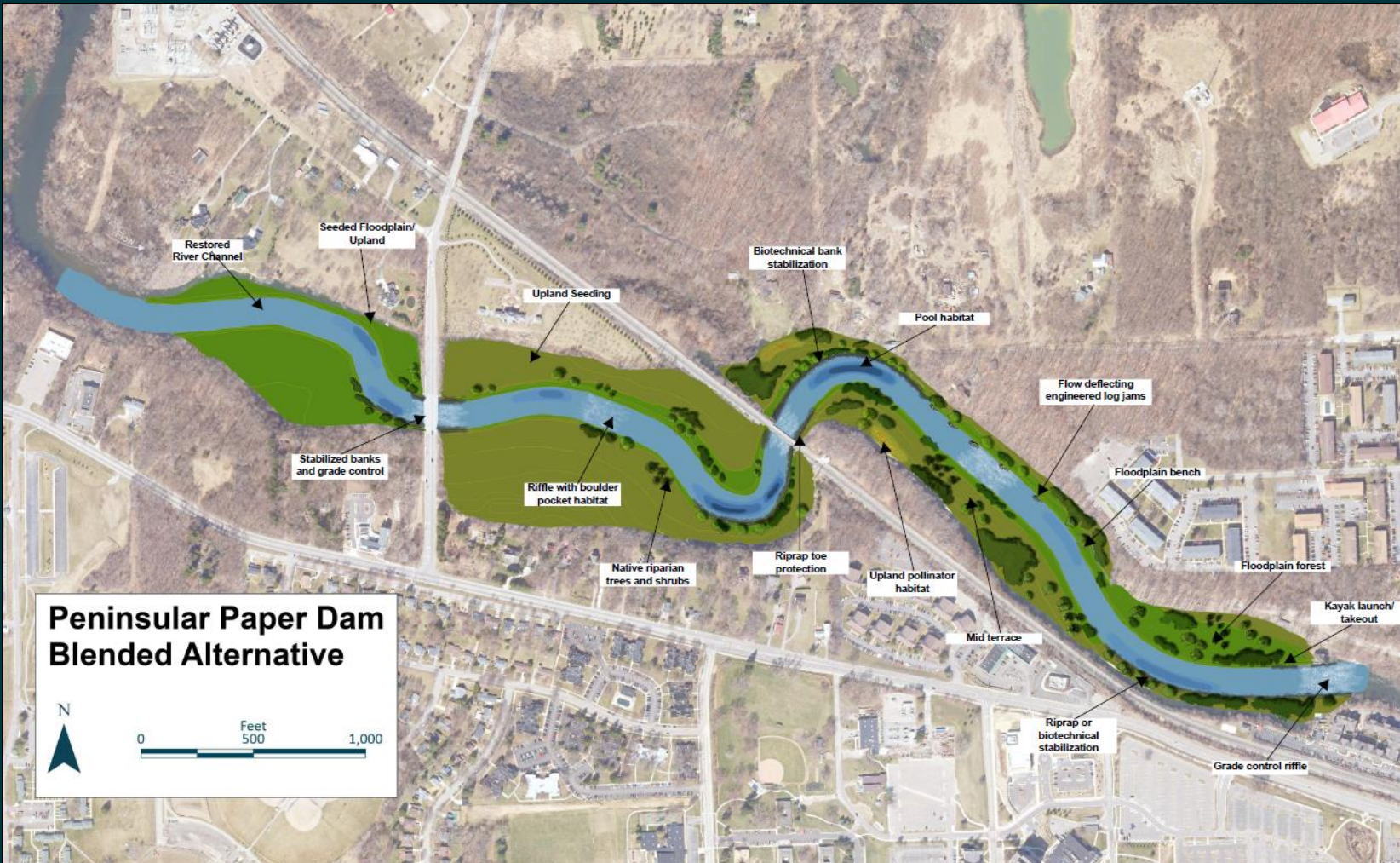


Proposed Channel Geometry:

- Top width of 143 feet
- Depth of 4.3 feet
- Slope of 0.19%



Huron River Restoration Rendering



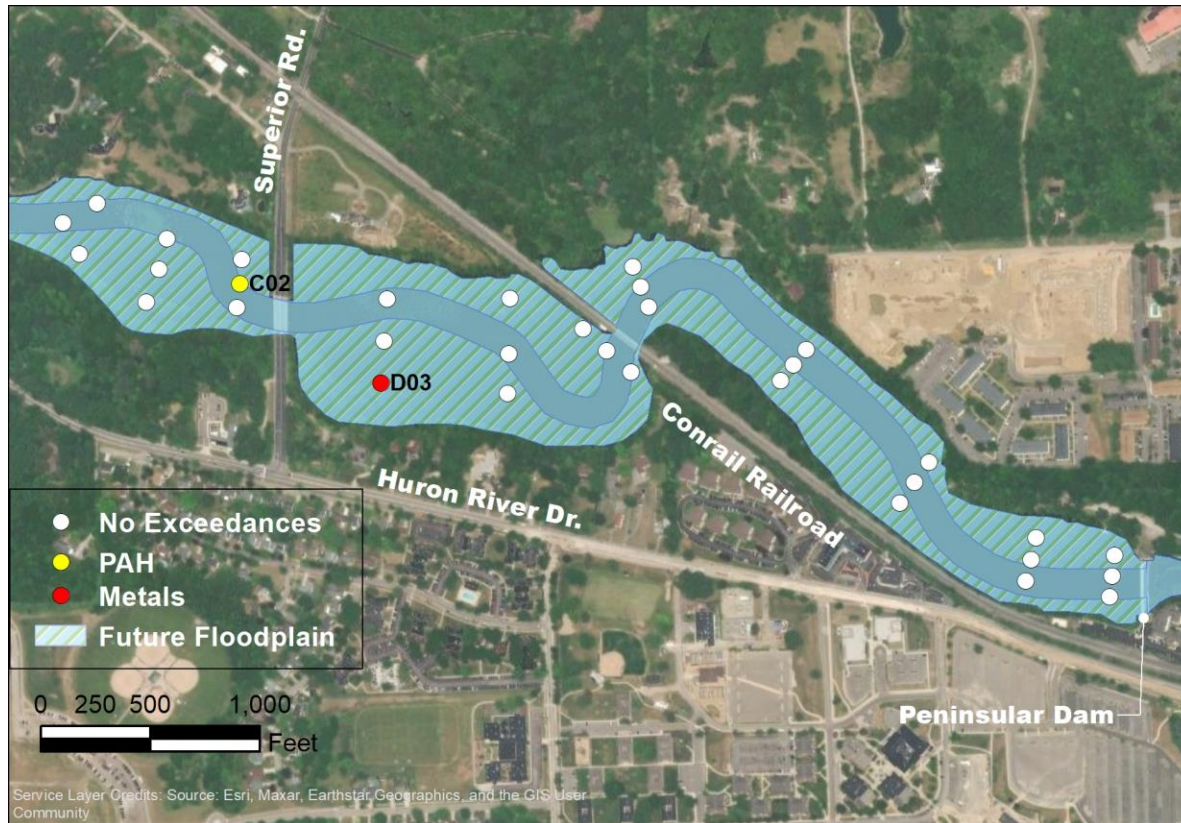
A “blended” alternative was ultimately selected for design:

1. Full dam removal of Pen Dam.
2. Full restoration of recovered lands in and adjacent to Pen Park on lands owned by the City of Ypsilanti.
3. Minimal alteration to recovered lands beyond a floodplain bench between the railroad bridge and Superior Road bridge.
4. Minimal alteration to recovered lands beyond the pilot channel upstream of the Superior Road bridge.

Example Renderings of River Restoration



Proposed Sediment Management Strategy



- To reduce impacts to downstream areas, we are proposing an active sediment management operation with primarily on-site disposal via hydraulic dredging or conventual excavation options.
- Contaminated sediments will be properly placed and capped in proposed floodplain areas.



PENINSULAR PAPER DAM

SEDIMENT SAMPLING RESULTS

APRIL 16, 2024



AECOM



SEDIMENT SAMPLING – WHY?

Evaluate whether there are pollutants present in the sediment that can harm public health or the natural ecosystem.

These measures are necessary to properly design and manage the sediment during dam removal and channel restoration.





Sediment Sample Cores





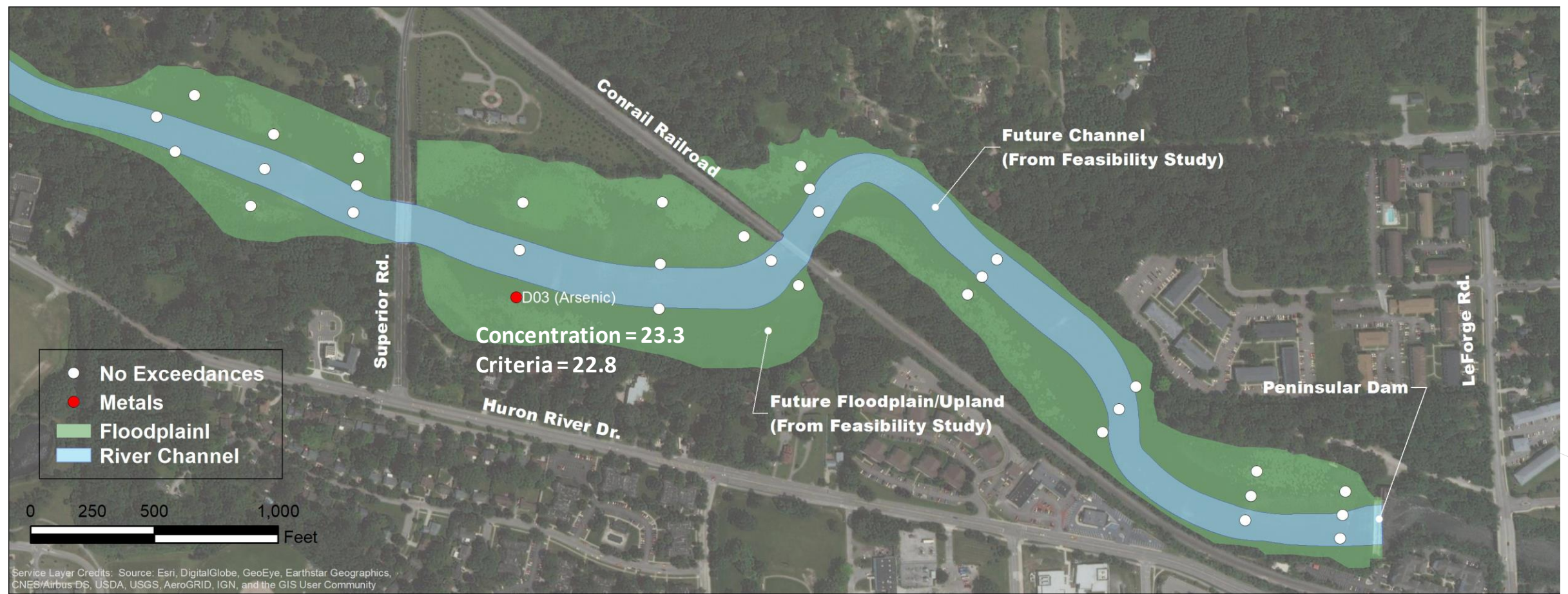
SEDIMENT QUALITY ANALYSIS

- Metals (Michigan 10 Required):
 - Arsenic
 - Barium
 - Cadmium
 - Chromium
 - Copper
 - Lead
 - Selenium
 - Silver
 - Zinc
 - Mercury
- Other
 - Phosphorus
 - Moisture Content
- PCBs (Ford Lake)
- Polycyclic aromatic hydrocarbons (PAHs)
 - Acenaphthene
 - Acenaphthylene
 - Anthracene
 - Benzo(a)anthracene
 - Benzo(a)pyrene
 - Benzo(b)fluoranthene
 - Benzo(g,h,i)perylene
 - Benzo(k)fluoranthene
 - Chrysene
 - Dibenz(a,h)anthracene
 - Fluoranthene
 - Fluorene
 - Indeno(1,2,3-cd)pyrene
 - Naphthalene
 - Phenanthrene
 - Pyrene
 - 1-Methylnaphthalene
 - 2-Methylnaphthalene



Peninsular Dam Impoundment

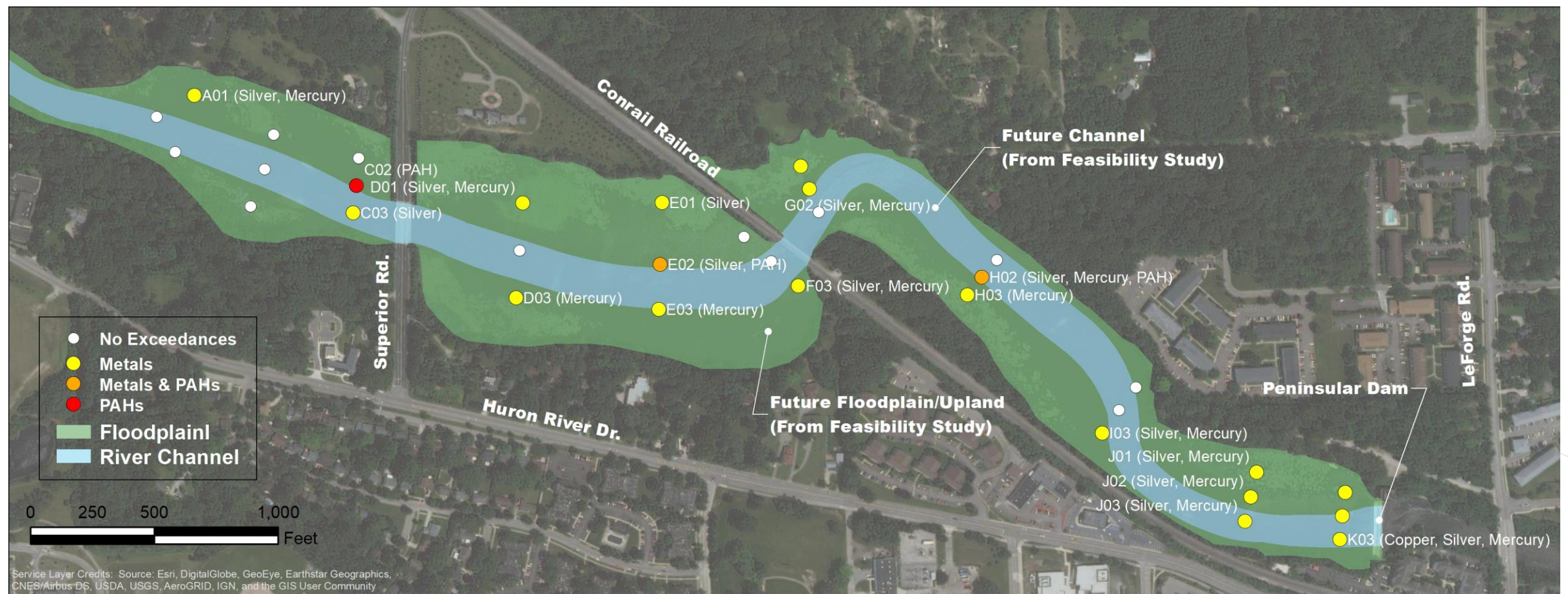
Human Contact Sediment Quality Criteria Exceedances



Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



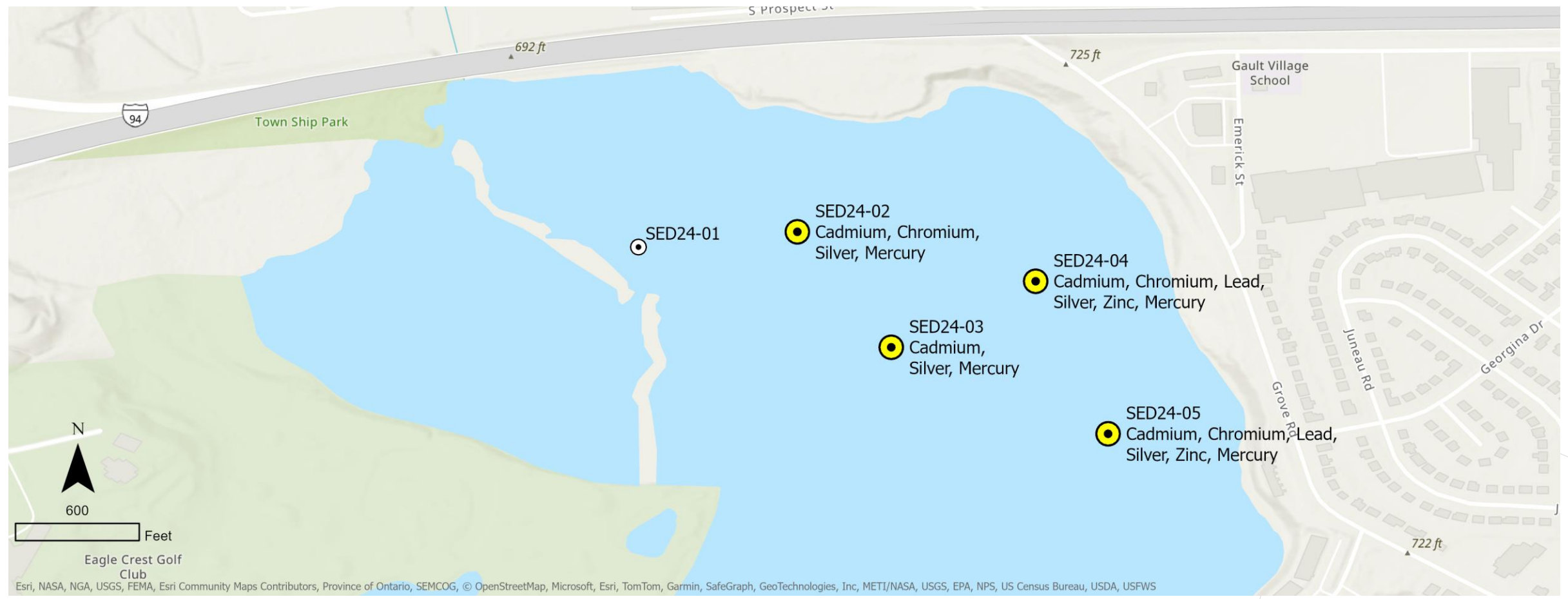
Peninsular Dam Impoundment Ecological Sediment Quality Criteria Exceedances





Ford Lake

Ecological Sediment Quality Criteria Exceedances - Metals





Ford Lake

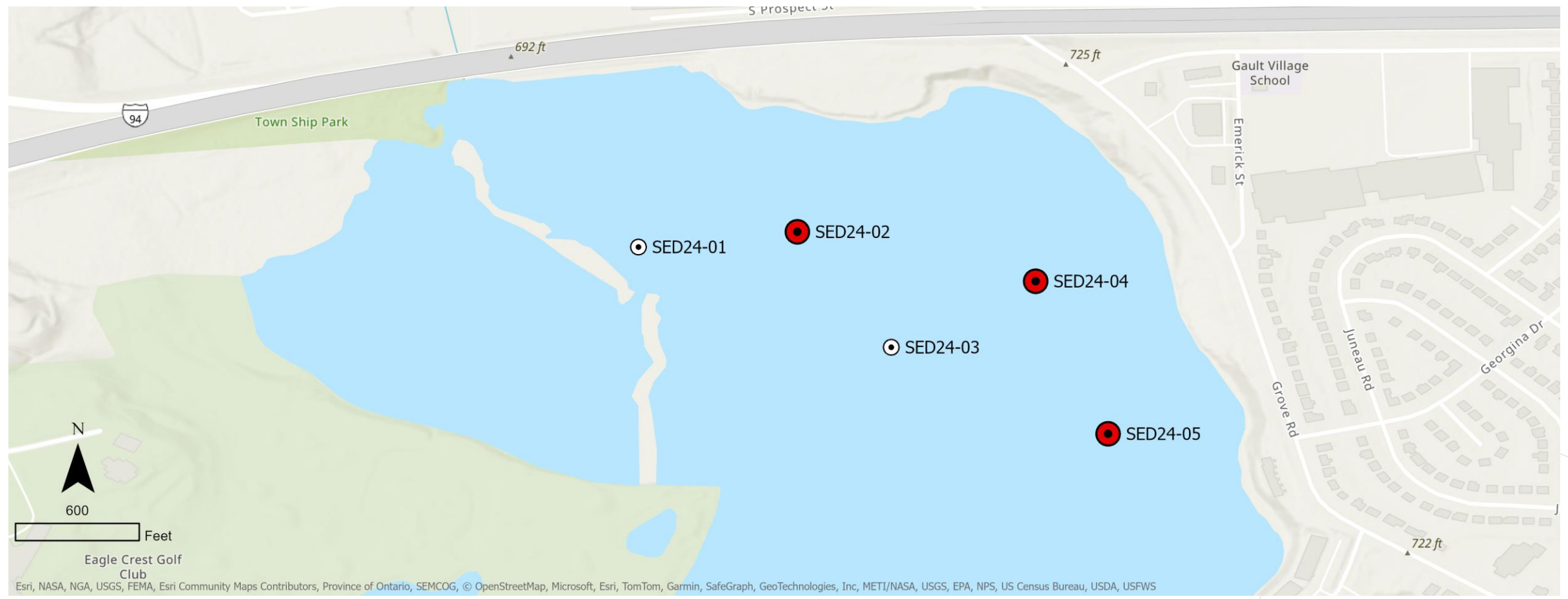
Ecological Sediment Quality Criteria Exceedances - PAHs





Ford Lake

Ecological Sediment Quality Criteria Exceedances - PCBs





Sediment Sampling Conclusions

- The Sediment Management Plan for the Peninsular Dam Removal and Channel Restoration requires active management for removal and disposal where sediment samples exceeded criteria for ecological protection and direct human contact.
- Confirms that the sediment at the upstream impoundment of Ford Lake have exceedances of sediment quality criteria for aquatic ecosystems
 - PAHs prevalent at site closest to the Huron River mouth into the impoundment
 - Metals exceedances at four (4) of the five sampling locations
 - PCBs exceeded sediment quality guidelines at 3 locations– further downstream likely where finer sediments are deposited.
- The sediment quality in the upstream portion of sampled in Ford Lake are generally worse than the sediment quality in the Peninsular Dam impoundment.
 - Active management of contaminated sediment during the removal of Peninsular Dam will reduce the likelihood of impacts downstream.



THANK YOU!

FOR MORE INFORMATION, VISIT: [HRWC.ORG/PENDAM](https://hrwc.org/pendamb)
OR EMAIL [DBROWN@HRWC.ORG](mailto:dbrown@hrwc.org)



AECOM





REQUEST FOR LEGISLATION
April 16, 2024

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Resolution No. 2024-058, approving a small distiller license for use at 23 N Washington St.
Public Hearing
Resolution No. 2024-059, closing the public hearing.

SUMMARY & BACKGROUND: Skott Schoonover and Charleen Maune have applied to the City of Ypsilanti and State of Michigan Liquor Control Commission (MLCC) for a Small Distiller License with an on-premises tasting room at 23 N Washington St, Ypsilanti, MI 48197

If approved by the City and MLCC a Small Distiller license would allow the applicant to manufacture spirit products that contain more than 10% alcohol by volume which manufactures 60,000 or fewer gallons of spirits a year. The MLCC cannot consider the approval of the reclassification without the approval of City Council.

RECOMMENDED ACTION:

Approval

ATTACHMENTS: Resolution
Application

RECOMMENDED ACTION:

ATTACHMENTS:

1. Resolution No. 2024-058
2. Application
3. Resolution No. 2024-059
4. Local Government Approval Form

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: April 16, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-058
April 16, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Water Tower Distilling Company LLC has applied to the City of Ypsilanti and Michigan Liquor Control Commission requesting the following:

Sall Distiller License, including entertainment, Sunday sales, and on-premises tasting room per MCL 436.1111(11) at 23 N Washington St, Ypsilanti, MI 48197, Washtenaw County; and

WHEREAS, a public hearing to consider the proposed transfer of a small distillers license for Water Tower Distilling Company LLC was duly noticed and held on April 16, 2024.

NOW, THEREFORE, BE IT RESOLVED THAT the request of Water Tower Distilling Company LLC for the property located at 23 N Washington St, Ypsilanti, MI 48197 be approved, contingent on Building Department and Health Department approval.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



City of Ypsilanti
Office of the City Clerk

APPLICATION FOR NEW
OR
TRANSFER LIQUOR LICENSE

Full Name: SKOTT SCHOONOVER Date of Birth: JAN 28, 1981
Home address: [REDACTED] Apt.#
City/State/Zip code: YPSILANTI, MI 48197
Home phone: [REDACTED] Business Phone: ()
Email address (optional): [REDACTED]

NAMES OF ALL PARTNERS OF THE APPLICANT, IF ANY:

CHARLEEN MAUNE

IF THE APPLICANT IS A CORPORATION: Supply a copy of the Articles of Incorporation, current corporation records disclosing the identity, address of all Directors, Officers, and Shareholders.

Address of place for a Liquor License: 23 N. WASHINGTON ST.
(Attach legal description of the premises)
YPSILANTI, MI 48197

Name and Address of Premise Owner: STEWART BEAL/BEAL PROPERTIES
23 N. WASHINGTON ST. YPSILANTI, MI 48197
Address City/State/Zip code

TYPE OF LICENSE APPLIED FOR (Class C, Tavern, B-Hotel, etc.):

Small Distiller

SPECIAL PERMITS APPLIED FOR (Dance, Entertainment, etc.):

ENTERTAINMENT, SUNDAY P.M., ON-PREMISES TASTING ROOM

SUPPLY WRITTEN EVIDENCE: That the Applicant has the right to possess the premises from the property owner.

SUPPLY ZONING PERMIT OR CLEARANCE FROM THE ZONING ADMINISTRATOR: That the location is in compliance with the Zoning Ordinance.

SUPPLY CERTIFICATE OF OCCUPANCY OR SIMILAR CLEARANCE FROM THE BUILDING OFFICIAL: That the structure and premises is in compliance with local code provisions.

SUPPLY WRITTEN EVIDENCE FROM THE CITY TREASURER: That all real and personal property taxes and City utility bills associated with the premises are paid and that all real and personal property taxes and City utility bills in the name of the applicant are paid.

SUPPLY A WRITTEN STATEMENT: That the applicant will not violate any laws of the State of Michigan or the ordinances of the City of Ypsilanti in conducting the business where the liquor license will be used and that a violation on the premises may be caused for the City objecting to renewal of the license or requesting revocation of the license.

SUPPLY A WRITTEN STATEMENT: That the applicant understands that the City of Ypsilanti has an ordinance prohibiting public nudity, and a violation of the ordinance on the premises where the liquor license is used will be caused for objecting to renewal of the license, or for requesting revocation of the license.

SUPPLY DOCUMENTATION (REDEVELOPMENT APPLICANTS ONLY): That the applicant has invested at least \$75,000 for the rehabilitation or restoration of the building over a period of the preceding five years, or documentation that the applicant has or will commit a capital investment of at least \$75,000 that will be expended for rehabilitation or restoration of the building before the license is issued.

My signature acknowledges the following:

- I have read the above application and am submitting this completed application for consideration of a new or transfer liquor license in the City of Ypsilanti.
- I have (either in hardcopy or on line) received a copy of ordinance number 926, (as amended and codified in section 6-31 et sec) and have read and understand the City's ability to request revocation of the license upon violation of the ordinance terms, and/or breach of any agreement with the City.
- Council Approval **DOES NOT** take the place of or avoid any permitting process of the City, including, but not limited to Building, Zoning, Fire, ADA, etc. Significant issues with regards to non-conforming uses may arise after applicant properly submits detailed plans for such construction and/or use permits.
- Redevelopment Applicants:
 - I affirm that I have attempted to purchase an available on-premise escrowed license or quota license within the city, and that one was not readily available as defined in the Liquor Control Code (MCL 436.1521a).
 - I affirm that the premises described above will be a dining, entertainment, or recreation business open at least 5 days per week and open to the general public at least 10 hours a day.
 - I affirm that I have invested \$75,000 in the real property within the last 5 years, or I will invest \$75,000 prior to issuance of the license. This provision may be enforced

by the City as a breach of contract. In the event I fail to make the required investment and the City is required to enforce this provision, I agree to pay the City's actual attorney fees arising from the breach of contract.

- o I affirm that at least \$75,000 was invested or will be invested in the property by _____, and that the liquor license may issue on or after that date.

Signature of Applicant: _____

Signature of Applicant: _____

Signature of Applicant: _____

IF THIS IS A LIQUOR LICENSE TRANSFER REQUEST, THE SIGNATURE OF THE CURRENT LICENSE HOLDER IS REQUIRED.

Signature of Current License Holder: _____

_____ Date

.....
For the City Clerk's Office Staff only:

Date application submitted: _____

Staff's Initials: _____

Routed for approval by the following departments: _____

Date: _____

For Department Approval:

____ Building

____ Zoning

____ Fire Dept.

____ Police Dept.

____ Assessor

____ Treasurer

____ City Attorney

____ DDA/DTDDA

Departments: Please conduct the appropriate review to ensure that the applicant does not have any outstanding issues within your department area. When you have completed your review, please report your findings to the City Clerk's Office, and initial on the line provided for your department.



Deposit Slip

CITY OF YPSILANTI

CITY OF YPSILANTI
CITY CLERK
CITY CLERK
CITY CLERK
CITY CLERK

CITY OF YPSILANTI
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CITY CLERK
CITY CLERK

CASH _____

CHECK _____

CREDIT CARD /

DATE: 3/8/24

AMOUNT: 500.00

CODE: 138

ACCOUNT: 101-4-0000-574-04

DESCRIPTION:

Liquor liscense Application
Water tower Distilling Company

SIGNATURE: _____

CITY OF YPSILANTI

REC#: 00085430 3/08/2024 11:41 AM
OPER: JT TERM: 004
REF#: 152482548

TRAN: LIQUOR LIQUOR LICENSE
LIQUOR LISCENSE APPLICATION
WATER TOWER DISTILLING COMPANY
S.S.R. LIQUOR LICEN 500.00CR

TENDERED: 500.00 CREDIT CARD
APPLIED: 500.00-

CHANGE: 0.00

Payment Entry Form

Result: Payment Authorized Confirmation Number: 152482548

Your payment has been authorized successfully and payment will be processed.

The City of Ypsilanti thanks you for your payment. For questions about your account, please call 734-483-1103 Thank you for using our bill payment services.

Please save or print a copy of this receipt for record keeping purposes.

My Bills

Description	Amount
Incode payment of \$500.00 on Description Liquor Liscense Payment	\$500.00
Subtotal:	\$500.00
Convenience Fee:	\$15.00
Total Payment:	\$515.00

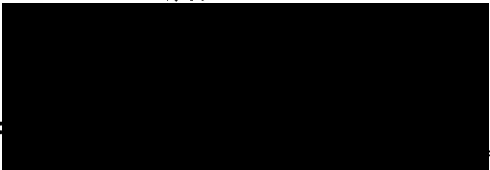
Customer Information

First Name: Scott
Last Name: Schonover
Address Line 1:
Address Line 2:
City:
State:
Zip Code:
Phone Number:
Email Address:

Payment Information

Payment Date: 03/08/2024
Card Type: Visa
Card Number: *****4741

Signature:
By signing



Date: 3, 8, 24
this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as City of Ypsilanti. If you have any questions about the charges please call 1-888-891-6064.

Official Written Statements from Water Tower Distilling Co.

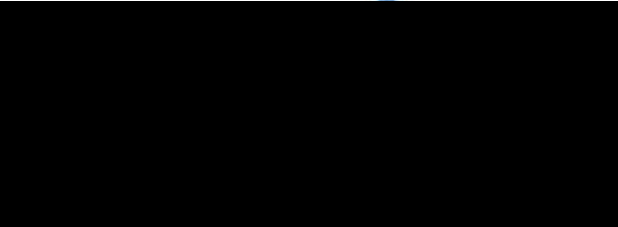
Water Tower Distilling Co.
23 N. Washington St.
Ypsilanti, MI 48197

March 24, 2024

This is to certify in writing that Water Tower Distilling Co. understands and agrees to the following:

1: That Water Tower Distilling Co. will not violate any laws of the State of Michigan or the ordinances of the City of Ypsilanti in conducting the business where the liquor license will be used and that a violation on the premises may be caused for the City objecting to renewal of the license or requesting revocation of the license.

2: That Water Tower Distilling Co. understands that the City of Ypsilanti has an ordinance prohibiting public nudity, and a violation of the ordinance on the premises where the liquor license is used will be caused for objecting to renewal of the license, or for requesting revocation of the license.



Charleen Maune / Member



City of Ypsilanti

Community and Economic Development

Skott Schoonover
9499 White Tail Drive
Ypsilanti, MI 48197

28 March 2024

Re: 23 N. Washington; Parcel ID # 11-11-40-484-022

Dear Mr. Schoonover,

This office is responsible for the administration of the building and zoning ordinances for the City of Ypsilanti, Michigan (the "City"), within which the above-referenced Property is located. We write to confirm to you the following:

1. The Property is presently zoned Center (C) under the City's zoning ordinance. To our office's knowledge, there are no pending rezonings or updates to the Zoning Ordinance that may affect the Property in the foreseeable future.
2. 23 N. Washington shares a parcel ID number with 17 N. Washington.
3. The Center zoning district approves microbrewers, small distillers, and small wine makers as permitted by-right in this location.
4. The Center zoning district approves microbrewers, small distillers, and small wine makers with carry-out sales *with proper licenses* as permitted by-right in this location.

This information was researched on March 28th, 2024, by the undersigned per request and as a public service. The undersigned certifies that the above information contained herein is believed to be accurate and is based upon or relates to the information supplied to the requestor. The authority assumes no liability for errors and omissions. All information was obtained from public records, which may be inspected during regular business hours. Please contact me at 734-482-9832 or jburns@cityofypsilanti.com with any questions. The full text of the zoning ordinance is available at cityofypsilanti.com/zoning.

Sincerely,

Joshua Burns
City Planner, Community & Economic Development Division
City of Ypsilanti

One South Huron Street
Ypsilanti, MI 48197

Tel (734) 483-9646
Fax (734) 483-7260

www.CityofYpsilanti.com

Official Written Statements from Water Tower Distilling Co.

Water Tower Distilling Co.
23 N. Washington St.
Ypsilanti, MI 48197

March 24, 2024

This is to certify in writing that Water Tower Distilling Co. understands and agrees to the following:

1: That Water Tower Distilling Co. will not violate any laws of the State of Michigan or the ordinances of the City of Ypsilanti in conducting the business where the liquor license will be used and that a violation on the premises may be caused for the City objecting to renewal of the license or requesting revocation of the license.

2: That Water Tower Distilling Co. understands that the City of Ypsilanti has an ordinance prohibiting public nudity, and a violation of the ordinance on the premises where the liquor license is used will be caused for objecting to renewal of the license, or for requesting revocation of the license.

Signed,

Skott Schoonover

Skott Schoonover / Member

Charleen Maune

Charleen Maune / Member



(1) This Lease made this 1/12/2024 by and between

Beal Properties, LLC the Lessor, hereinafter designated as the Landlord,
and **Wishbone Maple Holdings**, the Lessee, hereinafter designated as the Tenant.

Description of Premises (2) **WITNESSETH:** The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described premises situated at:

to wit: **23 N. Washington St. Ypsilanti, MI 48197**

Term (3) For a term of 10 Years 6 Months from and after 4/1/2024

For the rent of said premises for said term, the sum of FOUR HUNDRED EIGHTY ONE THOUSAND FOUR HUNDRED FORTY AND 00/100 DOLLARS \$481,440.00 in lawful money of the United States payable in monthly installments in advance, upon the first day of each and every month as follows:

	<u>Period</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Year 1	10/1/2024 - 9/30/2025	\$42,000.00	\$3,500.00
Year 2	10/1/2025 - 9/30/2026	\$43,260.00	\$3,605.00
Year 3	10/1/2026 - 9/30/2027	\$44,556.00	\$3,713.00
Year 4	10/1/2027 - 9/30/2028	\$45,888.00	\$3,824.00
Year 5	10/1/2028 - 9/30/2029	\$47,268.00	\$3,939.00
Year 6	10/1/2029 - 9/30/2030	\$48,684.00	\$4,057.00
Year 7	10/1/2030 - 9/30/2031	\$50,148.00	\$4,179.00
Year 8	10/1/2031 - 9/30/2032	\$51,648.00	\$4,304.00
Year 9	10/1/2032 - 9/30/2033	\$53,196.00	\$4,433.00
Year 10	10/1/2033 - 9/30/2034	\$54,792.00	\$4,566.00

Tenant Option (4)

Rent

(5) The Tenant hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Landlord at the dates and times mentioned, the rent above reserved.

Late Charge

(6) Rents received after the 3rd of the month it is due, will be accompanied by a \$50.00 late charge.

(7) All payments of rent or other sums to be made to the Landlord shall be made at such a place as the Landlord shall designate in writing from time to time.

Assignment

(8) The Tenant covenants not to assign or transfer this lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Landlord. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Landlord the right to terminate this lease and to reenter and repossess the leased premises.

Bankruptcy and Insolvency

(9) The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this lease may be canceled at the option of the Landlord.

Right to Mortgage

(10) The Landlord reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said premises and on the land and buildings of which the said premises are a part or upon any buildings hereafter placed upon the land of which the leased premises form a part. And the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees.

Use and Occupancy

(11) It is understood and agreed between the parties hereto that said premises during the continuance of this lease shall be used and occupied for office and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the premises for any other purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Landlord may at his option terminate this lease forthwith and reenter and repossess the leased premises through summary proceedings.

Fire

(12) It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good tenantable condition with reasonable dispatch, and the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to tenantable condition; provided however, that if the Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement or rental during the period of such resulting delay, and provides further that there shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Tenant, his agents or employees, and provided further that if the Tenant shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefor against the Tenant, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Landlord may at his option terminate this lease forthwith by a written notice to the Tenant.

Repairs

(13) The Landlord after receiving written notice from the Tenant and having reasonable opportunity thereafter to obtain the necessary workmen therefore agrees to keep in good order and repair the roof and the four outer walls of the premises including the exterior doors and exterior door frames, heating & air conditioning system, fire protection system.

The tenant agrees to maintain the electrical system that services the rental unit, and all window glass, window casings, window frames and windows, plumbing system, as necessary for the term of the lease.

Insurance

(14) The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, or on said leased premises from any cause whatsoever; with the exception of incidents caused by the gross negligence of the Landlord or its representatives and Tenant will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Landlord in the sum of \$1,000,000.00 for damages resulting to one person and \$1,000,000.00 for damages resulting from one casualty, and \$1,000,000.00 property damages insurance resulting from any one occurrence. Tenant shall deliver said policies to the Landlord and upon Tenant's failure so to do, the Landlord may at his option obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day. Landlord shall be named as an additional insured on the policies.

Alterations & Repairs

(15) The Tenant further covenants and agrees that he will, at his own expense, during the continuation of this lease, keep the said premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make any alterations, additions or improvements to said premises without the Landlord's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury, consistent with the foregoing. Provided, however, the Tenant may make certain de minimis improvements to the premises without Landlord's consent, such as painting and/or wall papering the interior of the premises. The Tenant covenants and agrees that if the demised premises consists of only a part of a structure owned or controlled by the Landlord, the Landlord may enter the demised premises at reasonable times and install or repair ductwork, shafts, pipes, wires and other appliances or make any repairs and/or alterations deemed by the Landlord essential to the use and occupancy of the other parts of the Landlord's building.

Care of Premises

(16) The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the building and shall keep premises clean and free of rubbish and dirt at all times, and shall further agree that if they do not comply with these provisions, the Landlord may enter upon said premises and have rubbish, dirt or other material removed, in which event the Tenant agrees to pay all charges that the Landlord shall pay for removing and hauling rubbish and dirt. Said charges shall be paid to the Landlord by the Tenant as soon as bill is presented to him and the Landlord shall have the same remedy as is provided in Paragraph 24 of this lease in the event of Tenant's failure to pay. Tenant shall be responsible for maintaining the front entrance area from the building to the street and to keep it clear of ice, snow, trash, and leaves. Tenant shall be responsible for maintaining the rear entrance from the building to the property line and to keep it clear of ice, snow, trash, and leaves and shall comply with all City ordinances regarding same.

(17) The Tenant shall at his own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.

(18) The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting to the Tenant or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, unless such damage shall be caused by the gross negligence of Landlord, its agents, representatives or employees.

Re-Renting

(19) The Tenant hereby agrees that for a period commencing 180 days prior to the termination of this lease, the Landlord may show the premises to prospective Tenants.

Holding Over

(20) The Tenant hold over rate is 125% of the current lease rate after the termination of this lease. Upon expiration of this lease, the tenancy shall be from month to month in the absence of a written agreement to the contrary.

Utilities

(21) The Tenant will pay all charges made against said leased premises for electric, gas and water & sewerage.

Advertising

(22) It is further agreed that all signs and advertising displayed in and about the premises, all which have exposure to common areas or the exterior of the building, shall be such only as to advertise the business carried on upon said premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of said building unless approved in writing by Landlord.

Access to Premises

(23) The Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. The Landlord shall contact or make every reasonable effort to notify Tenant of entry to leased premises in a timely manner before entry. If the Landlord deems any repairs necessary he may demand that the Tenant make said repairs if they are the responsibility of the Tenant, and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs the Tenant agrees that he will forthwith on demand pay to the Landlord the cost thereof with interest at 7% per annum, and if he shall make default in such payment the landlord shall have the remedies provided in Paragraph 24 hereof.

Re-entry

(24) In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Landlord, his attorney, heirs, representatives and assigns, to re-enter into, repossess the said premises and the Tenant and each and every occupant to remove and put out through appropriate summary proceedings with both Landlord and Tenant having the rights and remedies provided by Law.

Quiet Enjoyment

(25) The Landlord covenants that the said Tenant, on payment of all aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

Expenses, Damages, Reentry

(26) In the event that the Landlord shall, during the period covered by this lease, obtain possession of said premises by reentry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense caused by Tenant and only attributable to the remaining unexpired term, including attorney fees and costs, incurred in obtaining possession of said premises, and also all expenses and commissions which may be paid in and about the letting of the same.

Remedies not Exclusive

(27) It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

Waiver

(28) One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

Delay of Possession

(29) It is understood that if the Tenant shall be unable to enter into and occupy the premises hereby leased at the time above provided, by reason of the said premises not being ready for occupancy as a result of any actions or inactions by the Landlord, the Landlord shall not be liable in damages to the Tenant therefor, but during the period the Tenant shall be unable to occupy said premises as herein before provided, the rental therefor shall be abated and the Landlord is to be sole judge as to when the premises are ready for occupancy. If occupancy is delayed due to Tenant Improvements not completed, then rent shall be abated at Landlord's sole discretion and shall not unreasonably be denied so long as Tenant has proceeded with his scope of work as detailed in Exhibit E in a good faith manner and without unreasonable delay.

(30) Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at his last known Post Office address or at the leased premises and deposited in the mail with postage prepaid and if such notice to the Landlord is in writing addressed to the last known Post Office address of the Landlord and deposited in the mail with postage prepaid. Notice need be sent to only one Tenant or Landlord where the Tenant or Landlord is more than one person. Notices may also be deemed secured if hand delivered or telefaxed with written acknowledgment of proof of service by the receiving party.

(31) It is agreed that in this lease the word "he" shall be used as synonymous with the words "she", "it" and "they", and the word "his" synonymous with the words "her", "its" and "their".

(32) The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

Security Deposit

(33) The Landlord herewith acknowledges the receipt of **THREE THOUSAND FIVE HUNDRED AND 00/100 (\$3500)** which he is to retain as security for the faithful performance of all of the covenants, conditions and agreements of this lease, but in no event shall the Landlord be obliged to apply the same upon rents or other charges in arrears or upon damages for the Tenants' failure to perform the said covenants, conditions and agreements; the Landlord may so apply the security at his option; and the Landlord's right to the possession of the premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds this security.

The said sum if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of the Tenant's breach of the covenants, conditions and agreements of this lease is to be returned to the Tenant when this lease is terminated, according to these terms, and in no event is the said security to be returned until the Tenant has vacated the premises and delivered possession to the Landlord.

In the event that the Landlord repossesses himself of the said premises because of the Tenant's default or because of the Tenant's failure to carry out the covenants, conditions, and agreements of this lease, the Landlord may apply the said security upon all damages suffered to the date of said repossession and may retain the said security to apply upon such damages as may be suffered or shall accrue thereafter by reason of the Tenant's default or breach. The Landlord shall not be obliged to keep the said security as a separate fund, but may mix the said security with his own funds.

Lease Dissolution

(34) Tenant may dissolve at their option by giving 30 days written notice to the landlord should the Ypsilanti or the State of MI take action prohibiting tenant action within the space.

Exhibits

Exhibit A – Floor Plan

Exhibit B - Rules and Regulations

Exhibit C - Eminent Domain

Exhibit D – Landlord & Tenant Work

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

WITNESSED BY: **LANDLORD:**

05d048adfa14

1/12/2021 10:14:09 AM

Lance Eisenmann

l.eisenmann@gobeal.com

192.168.254.169

Beal Properties, LLC

TENANT:

05d048ad1a44 1/18/2024 1:38:43 PM	05d048ad1a44 1/18/2024 8:16:14 PM
<i>Skott Schoonover</i>	<i>Charleen Maune</i>
skotts@gmail.com 68.60.91.215	charleen.maune@gmail.com 68.60.91.215

Wishbone Maple Holdings

PERSONAL GUARANTY

Each of the following agrees to be jointly and severally liable to Landlord for any amount due under the terms of this Lease Agreement. Each signer acknowledges by his or her signature that the whole sum listed in Paragraph 3 is due specified and that there are no issues or facts that can or will be raised to defend or set off the amount due as stated in the Lease Agreement. Each of the following agrees to be personally obligated on the Lease Agreement as this is a guaranty of payment and agrees that each of them is legally responsible for payment pursuant to the terms of the Lease Agreement immediately on default. No action has to be taken against the business entity first for these guarantors to be liable and responsible. Any legal action may be taken simultaneously against the business entity as well as any guarantors. It is understood that this is an individual and personal guaranty.

05d048ad1a44 1/18/2024 1:38:50 PM	05d048ad1a44 1/18/2024 8:16:19 PM
<i>Skott Schoonover</i>	<i>Charleen Maune</i>
skotts@gmail.com 68.60.91.215	charleen.maune@gmail.com 68.60.91.215

Skott Schoonover, Charleen Maune, Wishbone Maple Holdings

EXHIBIT A

[illegible]

EXHIBIT B

RULES AND REGULATIONS

This Lease is subject to the following Rules and Regulations, which are made a part hereof and **shall be uniformly and consistently applied to all occupants of the building:**

FIRST. Tenants, their agents, employees or visitors, shall not in any way obstruct the sidewalks, entry passages, corridors, halls, stairways or elevators, or use the same in any other way than as a means of passage to and from their respective premises, nor permit anything to be done in the premises, nor bring nor keep anything therein, which may in any way increase or tend to increase the rate of fire insurance for the Building, or which may obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or which may conflict with the regulations of the Fire Department or with any rules or ordinances established by the Board of Health; and they shall not make or permit any offensive noises or odors, nor smoke in the elevators or other places designated to be smoke-free, nor throw substances of any kind out of the windows or doors, or down passage ways, nor bring into nor keep within the Building any dogs, cats, or animals of any kind (other than properly-trained leader dogs).

SECOND. Tenants may not install, leave, or store equipment, supplies, furniture or trash in the common areas of the Building (i.e., outside their Leased Premises).

THIRD. Tenant shall not place any merchandise, fixtures or any other thing whatsoever so as to be exposed through the exterior windows of the Leased Premises. Tenant shall not allow anything to be placed against or near any glass in the partitions between the Leased Premises and the halls and corridors. If Tenant is provided with show windows opening either on the street or on the halls, lobbies or corridors of the Building, Tenant shall at all times keep the same in a neat and attractive condition, with a display of goods containing nothing which Landlord shall consider objectionable, and shall keep said display sufficiently illuminated during ordinary business hours whenever and wherever such illumination is necessary for the purpose of the proper and attractive exhibition of such display.

FOURTH. The lavatory facilities shall not be used for and purpose other than that which they were constructed, and no rubbish, ashes, newspapers, tobacco or any other substances of any kind shall be thrown into them.

FIFTH. Tenant shall not use signs or displays in or about the Building except as are specifically in writing approved by Landlord as to character, size form, quality and location.

SIXTH. When electric wiring of any kind is used in the Leased Premises it must be connected as directed by Landlord, and no boring or cutting for the wires will be allowed except with the consent of the Landlord.

SEVENTH. Landlord may prescribe the maximum weight and size of all safes and other heavy equipment brought into the Building. All safes and heavy equipment shall stand on supports of such size as shall be designated by Landlord.

EIGHTH. All keys shall be returned by Tenant upon termination of tenancy. No additional lock or locks shall be placed by Tenant on any door in the Leased Premises or Building unless written consent of the Landlord shall have first been obtained, and if so obtained Tenant shall provide to Landlord (to permit emergency access) two (2) extra keys for each additional lock.

NINTH. The Landlord shall contact or make every reasonable effort to notify tenant of entry to leased premises in a timely manner before entry. Landlord shall have the right to enter the Leased Premises at all reasonable hours to perform necessary services or to make such repairs or alterations as shall be deemed necessary for the safety or preservation of the Building, and also at any time during the last six months of any tenancy, to exhibit the Leased Premises to prospective tenants.

TENTH. The Lease Premises shall be used only for purposes as described in Paragraph 10. "Use and Occupancy", of this Lease.

ELEVENTH. Landlord (or Landlord's property manager) will not be liable or responsible for lost or stolen money, jewelry or other personal property from any Tenants Leased Area or public areas of the Building unless occasioned by the gross negligence or willful misconduct of Landlord, its agents or employees.

TWELFTH. Tenant shall provide Landlord's property manager with names and telephone numbers of individuals who should be contacted in an emergency.

THIRTEENTH. Landlord reserves the right to make such other or further reasonable rules and regulations as in its judgment many from time to time be necessary or desirable for the safety, care and cleanliness of the Building, and for the preservation of good order therein.

FOURTEENTH. Landlord may prescribe reasonable security measures for the Building and Tenant shall cooperate with Landlord's security personnel. Landlord may issue passes to Tenant and its employees and may deny access to the Building to **persons not authorized by the Tenant** after customary business hours and on weekends. The customary business hours of the Building shall be 8:00 a.m. until 5:00 p.m.

FIFTEENTH. Landlord reserves the right, but shall not be held obligated, to eject from the Building any or all solicitors, and also other persons who conduct themselves in such a manner as in the opinion of Landlord to be an annoyance to any of the tenants of the Building or to interfere with the operation of the Building.

SIXTEENTH. No smoking is allowed in the Premises or elsewhere in the building including other tenant spaces and common areas including hallways, stairwells, basement, and vestibules. Tenant shall notify its employees, clients and guests of this policy. Failure to enforce this policy will create a violation of Landlord's insurance regulations.

EXHIBIT C

EMINENT DOMAIN

If the whole or any substantial part of the Leased Premises shall be taken by any public authority under the power of eminent domain, under any similar power, or by any purchase in lieu thereof, then the term of this Lease shall cease on parts so taken as of the date possession of that part shall be required for public use, and, in the case of a partial taking, either Landlord or Tenant may terminate this Lease as to the balance of the Leased Premises upon thirty (30) days prior written notice to the other party, which notice shall be delivered within sixty (60) days following the date notice is received of such taking. In the event that neither party shall terminate this Lease, the Landlord shall make all necessary repairs to the Leased Premises and the Building to render and restore the same to a complete architectural unit, and Tenant shall continue in possession of the portion of the Leased Premises not taken for public use, and such possession shall be under the same terms and conditions as provided in this Lease, except that the Base Rent and Tenant's Share of Applicable Taxes, Operating Expenses and Utility Expenses, shall be adjusted to reflect such taking. All damages awarded for such taking shall belong to and be the property of Landlord, whether such damages be awarded as compensation for diminution in value of the Landlord shall not be entitled to any separated award (or payment) made to Tenant for removal and re-installation of Tenant's fixtures or moving expenses.

EXHIBIT D

LANDLORD & TENANT WORK

Tenant responsible for all work



Resolution No. 2024-059
April 16, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the public hearing to consider the proposed small distiller license with an on-premises tasting room for Water Tower Distilling Company LLC be **officially closed**.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
(regular or special) (township, city, village)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from _____
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): _____
(list specific licenses requested)

to be located at: _____

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____ (township, city, village)
(regular or special) (date)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059



Resolution No. 2024-060
April 16, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an emergency ordinance entitled "An ordinance to impose a moratorium on issuance of new marihuana permits for sale or dispensing of marihuana in the City of Ypsilanti for 60 days" be approved and given immediate effect.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1424**

An ordinance to impose an emergency moratorium on issuance of new marihuana permits for sale or dispensing of marihuana in the City of Ypsilanti for 60 days.

1. THE CITY OF YPSILANTI HEREBY ORDAINS that

Whereas pursuant to state law the City of Ypsilanti has issued permits for the sale and dispensing of marihuana in the City and concerns have arisen on number and location of future permits, and

Whereas City staff requires additional time to study the issues to ensure the preservation of public peace, health, safety and welfare and has requested a moratorium to study the issues, and

Whereas City Council finds it in the best interest of the City of Ypsilanti for additional staff study on the issues and that a moratorium is required for the public peace, health, safety and welfare,

Now therefore, an emergency moratorium is ordered and ordained on the issuance of new permits for the sale and dispensing of marihuana in the City of Ypsilanti for 60 days.

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

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

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

5. Copies to be available. Copies of the Ordinance are available at the office of the city clerk for inspection by, and distribution to, the public during normal office hours.

6. Publication and Effective Date. The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published according to Section 11.13 of the City Charter. This Ordinance as an emergency ordinance shall become effective immediately.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS 16th DAY OF April 2024.

Andrew Hellenga, City Clerk

Attest

I do hereby confirm that the above Emergency Ordinance No. was published according to Section 11.13 of the City Charter on the 16th day of April 2024.

Andrew Hellenga, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Emergency Ordinance passed at the regular meeting of the City Council held on the 16th day of April, 2024.

Andrew Hellenga, City Clerk

Notice Published:

First Reading:

Second Reading: Immediate

Published:

Effective Date: _____



Resolution No. 2024-061
April 16, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing for an emergency ordinance entitled "An ordinance to impose a moratorium on issuance of new marihuana permits for sale or dispensing of marihuana in the City of Ypsilanti for 60 days" be officially closed.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
April 16, 2024

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Ordinance 1425, an ordinance entitled "an ordinance to amend Chapter 7 of the City Code Marijauna".

Resolution No. 2024-062, determination

Public Hearing

Resolution No. 2024-063, closing the public hearing.

SUMMARY & BACKGROUND:

Per discussion of City Council during the April 2, 2024 staff adjusted the proposed Chapter 7 limiting licenses through caps.

Modifications have been made to create a process if a facility is found non-compliant during renewal with bringing the facility to compliance as the goal.

Language has been adjusted to make the ordinance clearer and provide for legal remedies if renewal applications are late and if reasonable progress is not being made in the opening of a new facility.

The Planning Department has provided maps indicating buffers for microbusinesses and designated consumption sites.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resolution, Ordinance

RECOMMENDED ACTION:

ATTACHMENTS:

1. Resolution No. 2024-062
2. Ordinance
3. Resolution No. 2024-063

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: April 16, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-062
April 16, 2024

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

The certain ordinance entitled: "An Ordinance to amend Chapter 7 – MARIJUANA" be adopted on first reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1425**

1. **THE CITY OF YPSILANTI HEREBY ORDAINS** That the Ypsilanti City Code is Chapter 7 -MARIJUANA, is hereby amended Which Chapter reads as follows:

Sec. 7-4.1. - Permit requirements

(a) No person shall own or operate a marihuana establishment in the City without first applying for and receiving a state license issued by the State of Michigan and permit issued by the City of Ypsilanti. ~~a permit from the city clerk's office, and a state license issued by the State of Michigan.~~

(b) Licenses The location of permits is transferrable upon state approval, city approval, and payment of the transfer fee. Transfers may only be granted upon the following:

1. All building improvements, as described in the application, will be completed, and approved at the originally applied location.
2. The facility has been awarded a state license at the originally stated location.

(c) Permit shall be valid from January 1 to December 31

(d) A Permit shall must be issued or renewed upon payment of the required fee, submission of a completed application in compliance with the provisions of this article, and compliance with all provisions and requirements of this article. Application to renew a permit shall be filed not later than November 15th, if November 15th falls on a weekend, applications are due not later than the following Monday. For each business day following the deadline a \$50 late fine will be assessed to the application cost. Such renewal shall be annual and shall be accompanied by the annual fee.

(e) Every applicant shall pay a fee at the time of the application for an initial or renewal permit, or location transfer of permit, which fee shall be set by council resolution. Said fee is non-refundable if the application is reviewed.

(f) The permit requirements set forth in this chapter shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, state or local law.

(g) The issuance of any permit pursuant to this chapter does not create an exception, defense or immunity to any person in regard to any potential civil or criminal liability under federal law.

Pursuant to the MRTMA, MMFLA, MMMA and MTA, the City of Ypsilanti authorizes the operation in the city of the following types and number of both medical and recreational ~~marijuana~~ marihuana facilities, provided they possess a state operating license issued under

the MRTMA and they comply with the additional requirements of this chapter, chapter 122 of this Code, and all other applicable laws and ordinances:

The number of facilities will be limited as follows:

- Medical marihuana provisioning centers. (2 max)
- Adult-Use Recreational Retail: 13 permits, that will decrease to 10 if a permit holder fails to renew, or the permit is revoked.
- Marihuana microbusiness. (1 max)
- Marihuana safety compliance facility.
- Marihuana secure transporter.
- Marihuana processor.
- Cultivation/Processing (3 max)
 - Class A marihuana grower authorizing cultivation of not more than 100 marihuana plants.
 - Class B marihuana grower authorizing cultivation of not more than 500 marihuana plants.
 - Class C marihuana grower authorizing cultivation of not more than 2,000 marihuana plants.
- Excess marihuana grower (1 max) ~~designated consumption establishment.~~
- Designated consumption establishment (1 max)

Sec. 7-4.2 5. - Application.

Every applicant for a ~~marijuana~~ marihuana establishment must file an application under oath with the city clerk's office upon a form provided by the city, which shall fulfill all of the requirements indicated on the form, including but not limited to:

- (a) The name, age, and address of applicant and operator
 - i. Name, age and address of the applicant and all partners of the applicant, including proof that the applicant and/or proposed employees are at least 21 years of age.
 - ii. Name, age and address of the operator of the facility in cases where this differs from the applicant.
 - iii. In the case of corporations, partnerships, non-profit organizations, or other business types, the applicant shall be the highest level official or employee of

the entity such as, Board President, Chief Executive Officer, Executive Director, or comparable position.

- iv. If the applicant is a corporation, a copy of the articles of incorporation and Current Corporation records disclosing the identity and residential addresses of all directors, officers, and shareholders. Include the address of the corporation itself, if different from the address of the ~~marijuana~~ marihuana establishment and the name and address of the resident agent for the corporation.
 - v. If the applicant is a partnership, the names and residence address of each of the partners and the partnership itself, if different from the address of the ~~marihuana~~ dispensary or Marijuana growing/manufacturing facility, and the name and address of the resident agent.
 - vi. Photo identification of the applicant and operator and/or driver's license
- (b) State or federally issued photo identification. Expired identification will not be accepted, and if provided the application will be considered incomplete ~~denied~~.
 - (c) Provide proof of ownership, copy of lease or letter of intent to lease. If a lease or letter of intent is provided and not current the application will be considered incomplete ~~and denied~~.
 - (d) If premises are leased, attached written permission from owner of the premises for the use specified in this application. If the letter is not current the application will be considered incomplete ~~and denied~~. If leased the operator of the facility must ensure the building owner is current with all real property taxes.
 - (e) Proof of insurance for fire damage in the amount of the value of the premises and liability insurance with minimum limits of \$1,000,000.
 - (f) Proof that all employees are over the age of 21.
 - (g) Describe storage facilities of all marihuana on site, including lotions, baked goods, usable, and all other forms.
 - (h) Describe storage facilities of all marihuana on site, including lotions, baked goods, usable, and all other forms (if applicable).
 - (i) Provide proof of compliance with statewide monitoring system (if in operation)

- (j) An area map, drawn to scale, indicating within a radius of one thousand feet (1,000) from the boundaries of the proposed marihuana facility dispensary or growing/manufacturing facility site, the proximity of the site to any school, existing dispensary, or existing growing facility zoning permit or similar clearance from the zoning administrator verifying the proposed use of the location at which the license will be utilized is in compliance with the zoning ordinance.
- (k) A copy of state license or prequalification letter.
- (l) Retailer/Microbusinesses/Designated Consumption Establishments only: Provide a description of the products and services to be provided by the establishment, including retail sales of food and/or beverages, if any, and any related accommodations or facilities.
- (m) Growing/Processing/Safety Compliance Facility applications only: Provide a description of the growing and processing procedures, including volatile chemicals stored or used on the premises.
- ~~(n) Provide copy of facility social equity plan as required by the State of Michigan.~~
- ~~(o) Volunteerism plan – provide a plan of community projects to be completed through the permit year. Plans could either be in the form of financial contribution or time given to specific community projects. All contributions must be undertaken in the City of Ypsilanti. Documentation of completion will be required upon renewal. If documentation is not provided the application will be considered incomplete and denied.~~

If the application includes errors or omissions the city will notify the applicant by certified mail and provide five business days to satisfy the requirement. If issues are not rectified, the applicant will either need to request an extension with cause, or the application will be denied.

Sec. 7-6. Approval of application.

The city manager or designee shall issue a permit for a marihuana establishment if inspections for safety, zoning compliance, state approval, and all other information available to the city verify that the applicant has submitted a full and complete application, paid the appropriate fee, and has made improvements to the business location consistent with the application and is prepared to operate the business with in compliance with this Code and any other applicable law, rule or regulation. The city manager or designee will deny any application that does not meet the requirements of this chapter or any other applicable law, rule or regulation or that contains any false or incomplete information.

Upon approval of the application a permit that is contingent on zoning and building department approval, will be provided. ~~The applicant will receive no more than 60 days to complete all work as listed in the application and be awarded all necessary permits/approvals for existing structures. Or the~~ The applicant will be provided no more than six months to complete all work as listed in the application and be awarded all necessary permits/approvals for new construction. Once the 60 days, or six months Once six months has expired the applicant will either be awarded a full permit, or have their permit revoked.

If multiple complete permit applications are submitted within the same zoning buffer, the first facility to receive site plan and special use permit (if applicable) approval will be granted the permit. The planning department will time stamp complete site plan and special use permit applications when submitted to their office.

Sec. 7-4.5 8. - Non-renewal or revocation.

The city manager shall choose to not renew or revoke a permit based on any of the following:

- (1) A failure to meet the conditions or maintain compliance with the standards established by this chapter in reference to applications for a new permit or the renewal of an existing permit;
- (2) One or more violations of any city ordinance on the premises that exceeds 90 days;
- (3) Maintenance of a nuisance on the premises that exceeds 90 days;
- (4) A demonstrated history of excessive calls for public safety (police, fire, and EMS) originating from the premises, being three or more calls in any 30-day period; or
- (5) Nonpayment of real and/or personal property taxes, fines, fees, or liens owed to the city.
- (6) Failure to be provided a state license.
- (7) Failure to be provided a Special Use Permit if one is required at that applied to location.
- (8) Failure to be provided site plan approval or the expiration of an approved site plan.
- (9) Failure to be provided building plan approval and certificate of occupancy within 6 months of permit issuance
- (910) If the facility ceases operations for 120 days. "Operations" refers to the regular running of the business type applied for and does not refer to the construction prior to opening.

~~If Applicants fail to apply for renewal by November 15th of each year their application will not be accepted, and they will not receive a permit. Said applicant may apply using the New Applicant Portal as described in Section 7.4-3 of this Ordinance.~~ **The city will not provide notice of renewal.**

Sec. 7-4.6 9.- Appeal process.

If an applicant is denied a permit, they may request a meeting with relevant staff and the City Manager to remedy deficiencies in an application. At that time the applicant and City Manager will sign a notarized affidavit, which will provide a timeline to complete all necessary items to cure deficiencies. If the applicant is unable to meet the timeline, the application will be denied, and a formal denial letter will be provided via first class mail.

If an applicant or permitted marihuana facility chooses. At that time the applicant may to appeal the denial of a permit or revocation of a permit, they can enter by entering in a written appeal to the clerk's office. The appeal should include the following: the appellant's signature, the requirement or decision from which the appeal is made and shall state the specific grounds on which the appeal is based item listed in the affidavit they were unable to complete and why they were unable to meet the deadline. The applicable fee shall be submitted with the notice of the appeal; such fee shall be nonrefundable. Appeals shall be filed within 30 days of the decision in question. City council shall consider the appeal within 30 days of receipt of the appeal. An appeal shall be considered an adjudication and outside the function of normal permit administration and enforcement.

Sec. 7-5 10. Social Equity Community Advocacy and Law Enforcement.

- 1) ~~The City Council and city staff will work to create a permit process to allow state social equity qualifiers to participate in businesses within the city limits. Permit numbers for these applicants are listed in Sec. 7.4.1.~~
- 2) \$1,000 from each permit fee will be used to promote social equity to negatively impacted communities by promoting advocacy around criminal justice issues related to marihuana prohibition, supporting youth who have been negatively impacted by the war on drugs as it relates to the prohibition of marihuana, and community education and outreach on adult-use marihuana in general.
- 3) ~~Good-faith effort in employment: any person or entity receiving more than \$10,000 in contract value or benefit from the city must use good-faith efforts in hiring employees who have been negatively impacted by marihuana prohibition. Adult-use recreational marihuana businesses should use good-faith efforts in hiring 25% employees who are low income or live in the area codes 48197 or 48198.~~
- 4) The City of Ypsilanti will not drug-test workers who are not in safety-sensitive jobs, without reasonable documented cause; random drug-testing is prohibited.
- 5) ~~Lowest law enforcement: This ordinance instructs and authorizes local law enforcement to de-prioritize marihuana investigations (except as conducted in conjunction with licensing authorities) and arrests. The possession or smell of marihuana will no longer~~

constitute probable cause for investigation or arrest. The investigation, citation, and arrest for marihuana law violations in the City of Ypsilanti shall have the lowest law enforcement priority. This does not apply to distribution to minors.

- 6) For the purpose of law enforcement in the City of Ypsilanti, the following shall not constitute reasonable articulable suspicion of a crime in the absence of other factors:
- a) The odor of burnt or unburnt marihuana
 - b) The possession of or suspicion of possession of marihuana that does not exceed the legal limit in Michigan.
 - c) The possession of multiple containers of marihuana without evidence of excess of the legal limit in Michigan.
 - d) Paraphernalia will be governed by Sec 74-197 of the City Code.
- 7) ~~The City of Ypsilanti shall make all reasonable efforts to create spaces for on-site consumption as allowed under state law.~~
- 8) ~~The City of Ypsilanti may add requirements that applicants enter Community Benefits Agreements, which may or may not apply to social equity applicants a well.~~

Sec. 7-6 11. 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 affect, 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 been included in this Ordinance.

Sec. 7-7 12 Repeal

All other Ordinances inconsistent with the provisions of this Ordinance are, to the extent of such inconsistency, hereby repealed.

Sec. 7-8 13. 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.

Sec. 7-9 14. Copies to be available.

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.

Sec 7-10 15. 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 1st DAY OF August, 2023.

Andrew Hellenga, City Clerk

Attest

I do hereby confirm that the above Ordinance No. 1408 was published in the Washtenaw Legal News on the 1st day of August, 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 1st day of August, 2023.

Andrew Hellenga, City Clerk

Notice Published:

First Reading:

Second Reading:

Published:

Effective Date:



Resolution No. 2024-063
April 16, 2024

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

That the public hearing for an ordinance entitled "An Ordinance to amend Chapter 7 – MARIJUANA" be officially closed.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2024-064
April 16, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2024-065, approving the minutes of the April 2, 2024, City Council meetings.
2. Resolution No. 2024-066, approving Ordinance 1423, an ordinance entitled "Zoning Text Amendment provision in the zoning code to strengthen vocational buffers for marihuana microbusinesses, marihuana retailers, and/or provisioning centers". **(Second Reading)**

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2024-065
April 16, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of the April 2, 2024, City Council Meetings be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



MINUTES
REGULAR COUNCIL MEETING
7:00 PM - Tuesday, April 2, 2024
Council Chambers
One South Huron, Ypsilanti, MI 48197

I. CALL TO ORDER

The meeting was called to order at 7:00 pm

II. ROLL CALL

PRESENT: Mayor Brown, Mayor Pro-Tem Wilcoxen, Council Member King, Council Member Tooson, Council Member McLean, Council Member Simmons, Council Member Sweet

III. PLEDGE OF ALLEGIANCE

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

IV. AGENDA APPROVAL

The agenda was approved as submitted.

V. PRESENTATIONS

- A. Presentation of the Sustainability Commission 2023 Annual Report - Chair Beth Gibbons
- B. **Drug Checking safety processes - Cornelius Williams (added)**

VI. PUBLIC COMMENT (3 MINUTES)

Eight members of the public spoke

VII. ORDINANCE - 1ST READING

- A. Ordinance 1422, an ordinance entitled "Zoning Text Amendment provision in the zoning ordinance to strengthen locational buffers for marihuana microbusinesses, marihuana retailers, and/or provisioning centers"
- a. Resolution No. 2024-049, Determination
 - b. Public Hearing
 - c. Resolution No. 2024-050, Close the Public Hearing

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas the City of Ypsilanti recognizes that the City has an interest in protecting the economic diversity and image of the community; and

WHEREAS the City of Ypsilanti recognizes that the City has an interest in promoting and supporting local businesses and their growth; and

WHEREAS the City of Ypsilanti recognizes that while the Planning Commission would prefer the City Council to enact a cap on marihuana facilities, the Planning Commission has recommended the City Council adopt the proposed ordinance change; and

Now therefore be it resolved that the Ypsilanti City Council approve the Zoning Text Amendment

provision in the zoning ordinance to strengthen the locational buffers for marihuana facilities.

This zoning text amendment applies to Article V Division 1, Section 122-537; and to Section 122-538.

Public Hearing - **None**

Council member Sweet moved to approve Resolution No. 2024-050, close the public hearing. Seconded by Mayor Pro-Tem Wilcoxon. On a voice vote the motion carried and the public hearing was closed.

Council Member Sweet moved to Approve the Ordinance 1422, an ordinance entitled "Zoning Text Amendment provision in the zoning ordinance to strengthen locational buffers for marihuana microbusinesses, marihuana retailers, and/or provisioning centers"

a. Resolution No. 2024-049, Determination

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

No: 0 None

Absent: (0)

b. Public Hearing - **None**

VIII. RESOLUTIONS/MOTIONS/DISCUSSIONS

A. Deliberation and vote to appoint the City Clerk of the City of Ypsilanti and to authorize the City Attorney to enter into negotiations with the selected candidate.

Council Member Simmons moved to extend an offer to Tracey Boudreau for City Clerk Council Member King seconded the motion.

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

No: 0 None

Absent: (0)

Council Member Sweet moved to offer a salary of \$82,000 plus benefits. Council Member King seconded the motion.

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

No: 0 None

Absent: (0)

B. Resolution No. 2024-046, banning the Ypsilanti Police Department from using secondary traffic stops.

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that to provide for equity in police traffic stops the following shall be observed by the Ypsilanti Police Department and all Ypsilanti Police Officers:

(1) No law enforcement officer employed by the Ypsilanti Police Department shall stop or detain an operator or occupant of a motor vehicle based on protected classes as listed in Chapter 58 of City Code.

(2) Except where an officer reasonably believes based on articulable facts that the violation is of a nature or magnitude that poses an immediate risk of harm to person(s) or property, or utilized by a specialized unit or team investigating a serious crime, a law enforcement officer employed by the Ypsilanti Police Department shall not initiate a traffic stop of a motor vehicle based solely on one of the following offenses:

(a) Cracked or chipped windshield.

(b) Tinted windows.

(c) Object hanging from rearview mirror.

(d) Cracked, broken or burned-out tail lamp where at least one tail lamp remains functional and properly illuminated.

(e) Registration plate lighting violations.

(f) Registration plate violations regarding plate height or attachment.

(g) Location of registration sticker.

(h) Location of temporary or paper registration plate, so long as it remains clearly visible from the rear of the vehicle.

(i) Registration expired less than 45 days prior to the date the officer observes the vehicle.

(3) Nothing in this resolution prohibits a law enforcement officer employed by the Ypsilanti Police Department from taking one or more of the following actions:

(a) Issuing a civil infraction citation to a parked or standing motor vehicle. (b) Mailing a civil infraction citation as permitted by law.

(4) If a law enforcement officer employed by the Ypsilanti Police Department has already conducted a traffic stop or made contact with a vehicle for another lawful purpose, they may issue a citation to, or request charges against, an operator or occupant of a motor vehicle for any of the offenses listed above.

(5) Except for the above, nothing in this resolution prevents a law enforcement officer from initiating a traffic stop for any infraction or criminal offense based on reasonable suspicion or probable cause as defined by applicable law.

(6) This resolution does not apply to commercial vehicle enforcement.

(7) Nothing in this resolution shall be deemed to create criminal or civil liability for a law enforcement officer who acts in good faith in the execution of their duties.

(8) When a law enforcement officer acts in good faith in making a traffic stop pursuant to this resolution, the City shall indemnify, defend, and hold the officer harmless as to any civil liability arising from that stop.

BE IT FURTHER RESOLVED that this resolution be shared with the Chief of EMU Police, The Washtenaw County Sheriff, the Washtenaw County Prosecutor, and the Cornol of the Michigan State Police.

Council Member Tooson moved to approve as amended Resolution No. 2024-046, banning the Ypsilanti Police Department from using secondary traffic stops. as presented. Council Member Sweet seconded the motion.

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

No: 0 None

Absent: (0)

C. Resolution No. 2024-051, approving the minutes of March 19th and 21st.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of the March 19th and March 21st, 2024, City Council Meetings be approved.

Council Member King moved to Approve Resolution No. 2024-051, approving the minutes of March 19th and 21st. as presented. Council Member Sweet seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Nicole Brown, Patrick McLean

No: 0 None

Absent: (1) Steve Wilcoxon

D. Resolution No. 2024-052, supporting the passage of HB 5097, "the Hunger-Free Campus Grant Act".

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Eastern Michigan University students and Ypsilanti community members continue to experience food insecurity

WHEREAS, Eastern Michigan University operates Swoops Food Pantry to assist with food insecurity

WHEREAS, Swoops Food Pantry would greatly benefit from the passing of Michigan House Bill No. 5097 "The Hunger-Free Campus Grant Act" to bring additional resources to the food pantry

NOW THEREFORE BE IT RESOLVED THAT, that the City of Ypsilanti City Council supports the passing of Michigan House Bill No. 5097 "The Hunger-Free Campus Grant Act"

BE IT FURTHER RESOLVED THAT, the City Clerk forward a certified copy of this resolution to the office of State Representative Jimmie Wilson Jr.

Council Member Sweet moved to Approve Resolution No. 2024-052, supporting the passage of HB 5097, "the Hunger-Free Campus Grant Act". as presented. Council Member Tooson seconded the motion.

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

No: 0 None

Absent: (0)

- E. Resolution No. 2024-053, approving the submission a Brownfield Grant and Loan Project Proposal for 220 N Park

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, The City of Ypsilanti has an interest in developing the property at 220 N. Park St, and has sold the site to Renovare Development for development; and

WHEREAS, the city has been working over the past year with Renovare, to develop Dorsey Estates, and the developer will need a state Brownfield Grant to remediate the site; and

Whereas, the city will be the applicant for the Brownfield funds from the state, and the city will have a development agreement with Renovare Development to reimburse them for costs associated with the remediation on the site at 220 N. Park;

Now therefore be it resolved that the City Council of the City of Ypsilanti approve the City of Ypsilanti to submit a Brownfield Grant and Loan Project Proposal for 220 N. Park St. to EGLE and to enter into an EGLE grant agreement with Renovare Development to be approved by the City Manager and City Attorney.

Mayor Pro-Tem Wilcoxon moved to Approve the Resolution No. 2024-053, approving the submission a Brownfield Grant and Loan Project Proposal for 220 N Park as presented. Council Member King seconded the motion.

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

No: 0 None

Absent: (0)

- F. Resolution No. 2024-054, approving the installation of the Embracing Our Differences in Riverside Park.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City has adopted a goal for 2024 of supporting more events and displays to engage the public

Now therefore be it resolved that The certain contract for art project in City parks with EMBRACING OUR DIFFERENCES SE MICHIGAN, INC., and the Mayor and City Clerk are authorized to sign for and on behalf of the City of Ypsilanti upon review and approval of the City Attorney.

Council Member Simmons moved to Approve Resolution No. 2024-054, approving the installation of the Embracing Our Differences in Riverside Park. as presented. Council Member Sweet seconded the motion.

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

No: 0 None

Absent: (0)

- G. Resolution No. 2024-055, approving the construction engineering for Leforge and Factory Bridges from OHM.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the Leforge and Factory Bridge preventative maintenance work is planned to begin in April 2024; and

Whereas, the construction oversight and associated engineering and testing services are required; and

Whereas, the City engineer OHM has prepared a proposal to provide construction phase engineering services; and,

Now therefore be it resolved that that the City of Ypsilanti approves the proposal from OHM for construction phase engineering services for an amount of \$139,800;

AND FURTHER THAT any change orders may be approved by the City Manager, to facilitate the completion of this work.

Council Member McLean moved to Approve the Resolution No. 2024-055, approving the construction engineering for Leforge and Factory Bridges from OHM. as presented. Council Member Tooson seconded the motion.

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

No: 0 None

Absent: (0)

H. Resolution No. 2024-056, supporting low mow May and delaying enforcement until June.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City Council of the City of Ypsilanti recognizes that pollinators are integral to pollination and survival of a diverse array of plant life, including both ornamental and utilitarian plants;

Whereas, pollinator populations and water resources are threatened due to habitat loss, pathogens, parasites, and irresponsible use of pesticides;

Whereas, research suggests that bees and other pollinators make use of less-intensively maintained lawn spaces;

Whereas, reduced frequency of mowing has been shown to have direct and indirect benefits to pollinator species, including: availability of more floral resources, less production of emissions from fossil fuel powered equipment, reduced noise from powered equipment, improved soil quality, and reduced compaction of soil, and associated improved stormwater infiltration;

Whereas, research suggests that pollinators and other invertebrates rely on fallen leaves and on hollow stems of native plants for cover and insulation from the elements during winter and early spring months;

Whereas, pollinators and floral resources have a positive relationship, in which an increase in pollinator populations can increase the amount of flora and food, and vice versa;

Whereas, the City of Ypsilanti is committed to its designation as Bee City, the mission of BEE CITY USA is to galvanize communities to sustain pollinators, responsible for the reproduction of almost 90% of the world's flowering plant species, by providing them with healthy habitat, rich in a variety of native plants and free to nearly free of pesticides;

THEREFORE BE IT RESOLVED, That City Council of the City of Ypsilanti directs the City Administrator to encourage property owners to reduce mowing frequency and to maintain lawn heights between 6 and 12 inches on their properties during the month of May, and to mow lawns no lower than 3 inches throughout the year;

RESOLVED, That City Council of the City of Ypsilanti directs the City Administrator to encourage property owners to mulch grass clippings and leaves into their lawns in lieu of using pesticides and fertilizers where appropriate.

RESOLVED, That City Council of the City of Ypsilanti directs the City Administrator to directs staff to not issue correction notices for long grass and weed violations under twelve inches for the month of May, permitting all residents to voluntarily delay lawn care until June, allowing pollinator species to emerge and early flowering grasses and flowers to establish, which may result in ground-cover exceeding established ordinance height restrictions.

RESOLVED, That City Council of the City of Ypsilanti directs the City Administrator to instruct the Department of Public Services and other departments which maintain city properties reduce

~~mowing frequency and to maintain lawn heights between 6 and 12 inches on City properties during the month of May, and to mow city owned lawns and properties no lower than 3 inches throughout the year.~~

Council Member Simmons moved to Approve the Resolution No. 2024-056, supporting low mow May and delaying enforcement until June, as presented. Council Member King seconded the motion.

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

No: 0 None

Absent: (0)

IX. BOARD AND COMMISSION - LIAISON REPORTS

A. Police Advisory Commission

Council Member Tooson informed Council that the Commission was unable to meet quorum, and encouraged the public to attend the next meeting on April 25th at 7:00 pm.

B. Human Relations Commission

Council Member King asked if the complaint process was put on the website. City Manager Hellenga responded a complaint form for the NDO has not been created. Council Member King asked if the process could be put on the website. Council Member King asked if the HRC page on the website could be updated and asked if the commission had been appropriated funds. City Manager Hellenga responded City Council has not appropriated funds for the commission.

C. Parks and Arts Commission

Council Member Sweet stated the Commission meets on April 15th.

D. Sustainability Commission

Council Member Simmons commented the Sustainability just provided its annual presentation.

E. Historic District Commission

Council Member McLean informed Council the next meeting is on April 9th at 7:00 pm.

F. Planning Commission

Mayor Pro-Tem Wilcoxon stated the Planning Commission stressed that Council should consider capping retail permits.

G. Zoning Board of Appeals

Mayor Pro-Tem Wilcoxon was selected as the Council Liaison for the Zoning Board of Appeals.

X. LIAISON REPORTS

A. SEMCOG Update

None

B. Washtenaw Area Transportation Study

None

C. Urban County

None

D. Ypsilanti Downtown Development Authority

Mayor Brown stated the Elize Jekabson has been selected as the DDA Director.

E. Friends of Rutherford Pool

None

XI. COUNCIL PROPOSED BUSINESS

McLean

1. Stated he met with City Manager Hellenga about scheduling the Finance Committee and a tentative plan for each meeting. The meetings will be held on April 9th at 5:15 pm, May 9th at 7:00 pm, and May 30th at

7:00 pm. The first meeting will be to go over the city's revenues and the other two will be for departmental expenditures.

Simmons

1. The first committee meeting to develop an Unarmed Response Team went well. There was conversation about the radius and time frame of the pilot's patrol. The second meeting will be via Zoom on April 19th and will focus on qualifications that should be held by the organization and the realm of service that would be provided. Through the conversation, the group was informed that the crime summaries are online for public consumption.
2. Stated residents have asked about the clear-cutting on Water Street. Economic Development and Equity Coordinator Jones responded that the clear-cutting is a part of the environmental sampling being performed by AKT Peerless. She asked when Council could expect a presentation regarding Water Street. Staff responded there has been a delay due to a delay in receiving federal dollars, but that appears to have been resolved.
3. Stated there was an issue with the approved minutes from the meeting on March 19th, the minutes attributed to the conversation regarding the Mayor of Baltimore had purchased hotel rooms for unhorsed individuals to the Mayor incorrectly. She wanted to make the clarification that it was her and not the Mayor that made these comments.

Sweet

1. Stated he is happy that the Forest Street Bridge is open, it makes travel easier for those on the eastside of the city.
2. He thanked DPS for their active work on the park system.
3. Stated he attended the oath of office for the new YPD officers. The event had a good turnout and it was good to see the support.
4. He attended the Easter egg hunt at Perry School and it was an excellent event.

Tooson

1. Stated that on Friday, April 12th an event called 'Ballin Ypsi' will be held, and encouraged families to attend.
2. he was able to provide the Good Morning Address at the Easter egg hunt in place of the Mayor, which had a great turnout. he was able to meet one of the new officers, who was very engaging.
3. Stated that CREAM Inc. has collected \$15,000 in crafts supplies, toys, and clothing which will be distributed to community groups. He stated to contact CREAM with inquiries please email cep@thecream.org.

King

1. Stated she recently spoke to residents of Chidester Place that requested handicap access of Chidester Rd outside of the building.
2. She attended the highway memorial sign dedication at the Vietnam Veteran Memorial and it was exciting to have a chance to honor the veterans that served.
3. She asked what should a resident do if they have a piece of cardboard too large for the recycling rollout. Director Wessler responded the box would need to be broken down or taken to Ann Arbor Recycling.
4. She informed City Attorney Barr to speak into the microphone so those attending virtually will be able to hear.

Wilcoxon

1. Thanked Cornilius Williams and Kat Layton for the attendance at meetings and their diligence in bringing things forward for Council review.
2. Asked about a person driveway, which is actually a city ally, that has been leveled by adding composite asphalt. The fill is creating flooding issues in her basement and asked if that could be fixed. Director Wessler responded she will reach out to the individual.
3. Stated he and Council Member McLean have been having coffee hour and Sunday's and encouraged residents to attend.
4. Thanked Commissioner Somerville for providing updates to the city.

XII. COMMUNICATIONS FROM THE MAYOR

1. Thanked Council Member Tooson for standing in for her at the Easter Egg Hunt. It is one of her favorite events and it was disappointing to miss it.
2. Stated Downtown Business owners have approached her about the downtown trash receptacles being used by residents which is causing them to overfill and causing spillage that they must clean. Director Wessler stated the bins are serviced three times a week, but residents use the bins rather than the landlords paying the fee to use the dumpsters.

XIII. COMMUNICATIONS FROM THE CITY MANAGER

XIV. COMMUNICATIONS

XV. PUBLIC COMMENT (3 MINUTES)
Two members of the public spoke

XVI. REMARKS FROM THE MAYOR

XVII. ADJOURNMENT

- A. Resolution No. 2024-057, adjourning the City Council Meeting.
On th call of Mayor Brown the meeting adjourned at 10:55 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. 2024-066
April 16, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS the City of Ypsilanti recognizes that the City has an interest in protecting the economic diversity and image of the community; and

WHEREAS the City of Ypsilanti recognizes that the City has an interest in promoting and supporting local businesses and their growth; and

WHEREAS the City of Ypsilanti recognizes that while the Planning Commission would prefer the City Council to enact a cap on marihuana facilities, the Planning Commission has recommended the City Council adopt the proposed ordinance change; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the Zoning Text Amendment provision in the zoning ordinance to strengthen the locational buffers for marihuana facilities.

This zoning text amendment applies to Article V Division 1, Section 122-537; and to Section 122-538, on second and final reading.

OFFERED BY _____

SUPPORTED BY _____

YES: _____

NO: _____

ABSENT: _____

VOTE: _____



City of Ypsilanti
Notice of Adopted Ordinance
Ordinance No. 1423

An Ordinance Entitled *Strengthening Locational Buffers for Marihuana Microbusinesses; Marihuana Retailers and/or Provisioning Centers*

THE CITY OF YPSILANTI ORDAINS that the Zoning Text Amendment provision in the zoning ordinance to strengthen locational buffers for marihuana microbusinesses, marihuana retailers, and/or provisioning centers

This zoning text amendment applies to Article V Division 1, Section 122-537; and Section 122-538.

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

_____ Andrew Hellenga, City Clerk

Attest

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

_____ Andrew Hellenga, City Clerk

CERTIFICATE OF ADOPTING

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

_____ Andrew Hellenga, City Clerk

Notice Published:
First Reading:
Second Reading:
Published:
Effective Date:



REQUEST FOR LEGISLATION
April 16, 2024

For: Mayor and City Council

From: Ellen Thackery, Preservation Planner

Subject: Resolution No. 2024-067, awarding the contract to Vinewood Preservations Planning for the Historic District Survey.

SUMMARY & BACKGROUND: In the 2021 *Updated Master Plan* for the City, one stated goal is to resurvey the historic district because the documents that established the district (the 1972 study committee report and the 1982 architectural survey) are no longer current or sufficient. A resurvey will allow an update to the 1972 local historic district study committee report, create a permanent record, and establish a basis for planning decisions for the coming decades.

January 24, 2023 (Resolution No. 2023-008): Council authorized staff to apply for a \$50,000 grant (on a reimbursable basis) from the National Park Service through Michigan's State Historic Preservation Office (SHPO) to resurvey our local historic district.

July 2023: the City was awarded the grant to hire an architectural historian to complete the resurvey; the City Manager signed the grant agreement.

January 2024: The preservation planner and city attorney prepared the Request for Proposals to hire the architectural historian. The RFP posted January 24.

February 29, 2024: All proposals were due. The City received four proposals.

March 2024: Preservation Planner reviewed and evaluated proposals received; made recommendation to SHPO. SHPO approved recommendation.

RECOMMENDED ACTION:

Staff seeks a Council resolution to approve Vinewood Preservation Planning as the 36 C.F.R. Part 61-qualified consultant to complete a survey update for the Ypsilanti Local Historic District.

ATTACHMENTS:

Resolution, Vinewood Preservation Planning's Proposal, and Tally Sheet

RECOMMENDED ACTION:

ATTACHMENTS:

1. Resolution No 2024-067
2. Proposal
3. Bid Tally Sheet

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: April 16, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City Of Ypsilanti included a goal in the City's 2021 Master Plan Update to resurvey the local historic district; and

WHEREAS, in January 2023, the City Council authorized staff to apply for a \$50,000 grant (on a reimbursable basis) from the National Park Service through Michigan's State Historic Preservation Office to resurvey the City's local historic district; and

WHEREAS, that grant application to hire an architectural historian to complete the resurvey was successful, and the grant was awarded in July 2023; and

WHEREAS, the Request for Proposals was issued on January 24 with a proposal due date of February 29, 2024, and the City of Ypsilanti received and evaluated four proposals; and

WHEREAS, two proposals were deemed qualified with Vinewood Preservation Planning being the lowest cost; and

NOW THEREFORE BE IT RESOLVED THAT the City of Ypsilanti approves Vinewood Preservation Planning, LLC as the 36 C.F.R. Part 61-qualified consultant to complete a survey update for the Ypsilanti Local Historic District, as per the signed grant agreement dated July 27, 2023, and that City Council authorize the City Clerk and Mayor to sign on approval of the City Attorney.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Proposal: Resurvey for the Local Historic District, City of Ypsilanti

Submitted to the City of Ypsilanti
February 27, 2024



Resources within the Ypsilanti Historic District. Left: Michigan Firehouse Museum. Center: Ladies' Library Building. Right: Follett House Hotel Building. Image credits: Michael Barera (left & right), CC-by-SA 4.0 and Dwight Burdette (center), CC-by-A 3.0.

Vinewood Preservation Planning

1068 Vinewood St., Detroit, MI 48216

Handwritten signature of Timothy Boscarino.

Timothy Boscarino, AICP
CEO and Principal Investigator

313-806-4031

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A: Writing Sample: Ferry Street Historic District National Register of
Historic Places Registration Form

B: Writing Sample: 721 Ferry Street Architectural Properties Identification
Form

C: Writing Sample: Roosevelt Park Cultural Landscape Identification Form

D: Resumes

I.0 PROFESSIONAL QUALIFICATIONS

Vinewood Preservation Planning (formerly Twosixfour LLC)
1068 Vinewood St.
Detroit, MI 48216
313-452-0264
www.vinewoodplanning.com

Timothy Boscarino, AICP
313-806-4031
timothy@vinewoodplanning.com

Michael F. Webb, PhD
313-452-0264
michael@vinewoodplanning.com

Vinewood Preservation Planning is a member-managed Michigan limited liability company. Its members are Timothy Boscarino and Michael F. Webb. Each member meets the Secretary of the Interior's Professional Qualifications Standards (36 CFR Part 61) for Historian. Mr. Boscarino also meets the Professional Qualifications Standards for Architectural Historian. We have provided historic preservation planning services for a variety of clients since 2012.

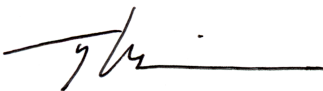
Timothy Boscarino will serve as Principal Investigator and Project Manager for the Resurvey for the Local Historic District, City of Ypsilanti, and will be responsible for all deliverables and public meetings, including the Survey Report and any community engagement opportunities. His experience includes nine successful local historic district studies (a process that includes historic resource survey) and the thematic Public Schools of Detroit Survey Report for the City of Detroit. He also served as co-author of the Niles, Michigan, Intensive-Level Survey Report and the Buchanan, Michigan, Reconnaissance-Level Survey Report, and has completed reconnaissance-level survey work in Jackson, Michigan, and two Indiana counties. He has authored or co-authored dozens of local historic district study committee reports and National Register of Historic Places nominations.

Michael Webb will serve as co-author of the Resurvey of the City of Ypsilanti's Local Historic District. He recently served as Principal Investigator and Project Manager of the Ferry Street Historic District, Niles, Michigan, Intensive-level Survey Report (substantially completed in 2023 and presently in revision) and National Register of Historic Places nomination. He has authored several National Register of Historic Places nominations and similar reports.

Timothy Boscarino and Michael Webb are key individuals physically based in Detroit, Michigan.

Writing samples are included as Attachments A, B, and C. Resumes detailing our prior experience are included with this proposal as Attachment D. We are looking forward to continuing to provide professional services exceeding the city's expectations.

Sincerely,



Timothy Boscarino, AICP
Principal Investigator

2.0 PAST INVOLVEMENT WITH SIMILAR PROJECTS

All staff possess the relevant experience to complete a successful and meaningful Resurvey of the City of Ypsilanti's Local Historic District, with extensive experience in National Register of Historic Places evaluation and both reconnaissance- and intensive-level historic resource surveys. Our past projects highlighted below, in combination with the individual experience of staff, illustrate a breadth of experience, technical skill, and enthusiasm for historic preservation and public engagement. Staff descriptions follow and expand upon our experience and qualifications.

2.1 Prior and Current Projects

Intensive-level Survey Report and National Register of Historic Places Nomination: Ferry Street Historic District, Niles, Michigan

February 2023–present (ongoing project) | Michael Webb and Timothy Boscarino | Vinewood Preservation Planning

Vinewood Preservation Planning is nearing completion of an intensive-level historic resource survey and National Register of Historic Places documentation for the Ferry Street Historic District in Niles, Michigan. It is significant under Criterion A as the social center of a prosperous African American community established in the late 1840s. Niles had a relatively large African American population among Michigan cities, even before the Great Migration drew large numbers of Black migrants northward, and the district was a nexus even to those not living in the neighborhood.

Client: Michigan State Historic Preservation Office

Contact: Amy Arnold, Preservation Planner
735 E. Michigan Ave.
Lansing, MI 48912
arnolda@michigan.gov
517-335-2729



National Register of Historic Places: Vaughn's Book Store

January 2022– | Michael Webb, Timothy Boscarino, and Melanie Markowicz | Vinewood Preservation Planning

The first Black-owned and Black-interest bookstore in Michigan, eligible under Criteria A and B, Vaughn's Book Store served as a meeting point for Black nationalist leaders and community activists throughout the 1960s and 1970s. Edward



Vaughn, its co-owner, helped organize and sponsor the First and Second Black Arts Conventions, gatherings that brought members of the Black Arts Movement and Black nationalists together.

Client: Michigan State Historic Preservation Office

Contact: Amy Arnold, Preservation Planner

735 E. Michigan Ave.

Lansing, MI 48912

arnolda@michigan.gov

517-335-2729

National Register of Historic Places: Orsel and Minnie McGhee

House

July 2021–October 2022 | Melanie Markowicz, Timothy Boscarino, and Michael Webb | Vinewood Preservation Planning

Vinewood Preservation Planning completed a National Register nomination for the McGhee House in Detroit, eligible under Criterion A for its role in the 1948 *Shelley v. Kraemer* Supreme Court decision striking down racially restrictive covenants nationwide.



Client: Michigan State Historic Preservation Office

Contact: Amy Arnold, Preservation Planner

735 E. Michigan Ave.

Lansing, MI 48912

arnolda@michigan.gov

517-335-2729

Study Committee Report: Robert and Erma Hayden House Historic District

January 2022–September 2022 | Timothy Boscarino and Michael Webb | Vinewood Preservation Planning

Vinewood Preservation Planning authored the Historic District Study Committee Report for the house, significant under Criterion B, of the famed poet and educator Robert Hayden.



Client: City of Ann Arbor

Contact: Jill Thacher, Historic Preservation Coordinator

301 N. Huron St.

Ann Arbor, MI 48104

jthacher@a2gov.org

734-794-6265

Roosevelt Park Redesign: Phase I and II
May 2021–March 2022 | Timothy Boscarino |
Vinewood Preservation Planning

As a subcontractor on a comprehensive redesign project, we identified contributing historic resources and character-defining features to be incorporated into a comprehensive redesign of the 1914 City Beautiful Movement landmark in Detroit, and advised the client on Historic District Commission review and environmental compliance issues.

Client: OHM Advisors
Contact: Patrick Droze
patrick.droze@ohm-advisors.com



National Register of Historic Places: Temple Baptist Church/King Solomon Baptist Church
September 2013–May 2015 | Timothy Boscarino and Michael Webb | Vinewood Preservation Planning

Based on a historic district study committee report originally conducted by Mr. Boscarino during his employment with the City of Detroit, we conducted additional research to expand the period of significance and argue for a national level of significance. Extensive use of primary sources identified associations and areas of significance that were not documented in secondary sources prior to Mr. Boscarino's research. The two-building resource is significant under Criteria A and B as the location of what is arguably the most significant address of Malcolm X's career, and under Criterion C as for its unique Tudor Revival and Arts and Crafts church building by J. Will Wilson.



Client: King Solomon Missionary Baptist Church
Contact: Rev. Charles E. Williams II, Pastor, thehistoricksmbc@gmail.com

Description and History: Highland Park Civic Center
October 2013–November 2013 | Timothy Boscarino and Michael Webb | Vinewood Preservation Planning

We provided HABS-format documentation of a two-resource historic district in the City of Highland Park, Michigan, to be submitted to the Michigan State Historic Preservation Office for recordation and mitigation purposes. We made extensive use of physical evidence to understand the evolution of the buildings and relied on primary sources to document their architectural significance. The resource is significant under criteria A and C.

Client: Steven C. Flum, Inc. and the City of Highland Park

National Register of Historic Places: William K. and Nellie (Harper) Sexton House
December 2012–May 2013 | Timothy Boscarino and Michael Webb | Vinewood Preservation Planning

Our firm produced a successful National Register of Historic Places nomination for a two-building private property in Livingston County, Michigan. The site was significant under Criterion B as the residence, guest house, and showroom of William K. Sexton, a cattle breeder who shaped the development of Livingston County, Michigan.



Client: Victoria Szubinski

Reconnaissance-level Survey Report: City of Buchanan, Michigan
June 2012–September 2012 | Timothy Boscarino and Denise McGeen | Vinewood Preservation Planning

Our team produced a historic resource survey identifying and documenting five National Register-eligible historic districts and numerous individual resources in Buchanan, Michigan. The survey report also described the history of the community from its founding to the present day, placing the resources in a historic context. The survey adhered to the SHPO's *Manual for Historic and Architectural Surveys in Michigan* and will be used by the Michigan Historic Preservation Network as a model for future surveys.

Client: Michigan Historic Preservation Network

Contact: Nancy Finegood; 313 E. Grand River Ave, Lansing MI 48096; 517-371-8080

2.2 Staff Experience and Roles

Timothy Boscarino, AICP (36 CFR Part 61 Historian and Architectural Historian)

Timothy Boscarino brings to our team over fifteen years' experience as a historic preservation planner, including thirteen with the City of Detroit, where he has authored and co-authored historic resource surveys, National Register of Historic Places nominations, and historic district study committee reports for the Historic Designation Advisory Board. Subsequently, at the city's General Services Department, he served as Project Director for Historic Fort Wayne, leading a community engagement and comprehensive planning process for this historic former military installation and future city park in Detroit.

Mr. Boscarino produced extensive primary source research and site visits, conducting a thematic, intensive-level survey and producing a Survey Report in support of the Public Schools of Detroit Multiple Property Submission, supporting the eligibility of approximately one hundred school buildings over several Areas of Significance at both the local and state levels of significance. He also authored or

co-authored a number of individual National Register of Historic Places nominations for that project. Mr. Boscarino also performed reconnaissance-level historic resource survey work for Indiana Landmarks, Beckett & Raeder, Inc., and Preservation Detroit.



Mr. Boscarino documented traditional gathering of manoomin at Rice Bay. Photo: National Register of Historic Places

As a graduate student and, subsequently, as a volunteer, he authored the National Register nomination for Rice Bay, an Ojibwe wild rice gathering site and the first Traditional Cultural Property (Traditional Cultural Place) so recognized in Michigan. The nomination is referenced in a forthcoming update to National Register Bulletin 38.

With a Master of Science in Historic Preservation, Timothy Boscarino meets federal qualifications standards for architectural history. With a Bachelor of Arts in History, plus “substantial contribution through research and publication to the body of scholarly knowledge in history,” Mr. Boscarino also meets federal professional qualifications standards for history.¹

Timothy Boscarino will serve as Project Manager and Principal Investigator for the Resurvey project. He will conduct field survey work and serve as co-author of the Survey Report, focusing in particular on the themes of Architecture and Landscape Architecture (see 3.2: Technical Scope of Work). He will also be responsible for all public meetings.

Michael F. Webb, PhD (36 CFR Part 61 Historian)

Dr. Webb served as Principal Investigator and Project Manager of an intensive-level historic resource survey and primary author of the National Register of Historic Places nomination form for the Ferry Street Historic District in Niles, Michigan. The district is significant as the social center of a prosperous African American community established in the Southwest Michigan village of Niles in the late 1840s. Dr. Webb combined oral interviews with archival research to discover the origins and growth of the significant institutions located within the district, including two Black churches and a Prince Hall Masonic lodge.

He was the co-author of the Orsel and Minnie McGhee House National Register nomination, and published an article in *Detroit Lawyer* about the house. In the 1940s the McGhee family defied a racial covenant that forbade African American residents. He was also the lead author for the Vaughn’s Bookstore National Register nomination in Detroit, a Black-interest bookstore integral to the 1960s Black Nationalist movement, as well as co-author of the Temple Baptist Church/King Solomon Baptist Church nomination; the church, located in Detroit and the site of speeches given by Malcolm X and Dr. Martin Luther King Jr., is an important landmark in African American Civil Rights Movement history.

Dr. Webb enriches our team with his expertise in the development of historic context narratives. Dr. Webb has not only worked extensively with published primary material, but with unpublished materials in archives in the United States and Europe. He has placed primary sources at the core of his other research projects. He also conducted oral interviews for these and other projects.

Dr. Webb received a Doctor of Philosophy in History in 2018 from the University of Toronto, where he was awarded a full University of Toronto fellowship and recognized with both the C. P. Stacey-Connaught Fellowship and a doctoral completion award. He also completed his Master of Arts in

¹ National Park Service, “Qualifications,” accessed February 2, 2014, <http://www.cr.nps.gov/local-law/gis/html/quals.html>.

History from the same institution, and received a Bachelor of Arts in History, with a minor in Art History, from the University of Michigan. Dr. Webb has taught history at the University of Toronto and US history at the Art Institute of Michigan.

With a Doctor of Philosophy in History, he meets the federal professional qualifications standards for history.

Dr. Webb will serve a co-author of the Survey Report, conduct field work, and research the themes of Exploration/Settlement, Commerce, Industry, Transportation, Ethnic Heritage, and Social History (see 3.2: Technical Scope of Work). He will also assist with public meetings.



Bird's-Eye View of Ypsilanti (Ruger Map, 1865).

3.0 PROPOSED WORK PLAN

Vinewood Preservation Planning proposes to provide all services described in the Professional Services to Complete the Resurvey for the Local Historic District, City of Ypsilanti RFP, including:

- Project kickoff meeting with the City of Ypsilanti and the State Historic Preservation Office
- Community engagement meeting with the public and other interested parties before beginning the survey work; a community meeting at the end of the project; and additional public meetings as needed
- Primary and secondary source research (including review of prior survey and National Register documentation) and writing to identify and describe the history of the Ypsilanti Historic District and the context themes within which the district and its component resources are significant
- Fieldwork resulting in completed photography, geographic data collection, and inventory/identification forms describing the physical evolution, significance under at least Criterion C, and important, character-defining features of each property within the historic

district; field data will be gathered in an electronic survey application approved by the City of Ypsilanti

- Evaluation of the district as a whole, as well as the eligibility of each resource within the district (whether on an individual basis or as a contributing or noncontributing resource within the broader district). Areas of significance and the period of significance from the 1983 Survey and 1989 National Register nomination are likely to be expanded.
- A Survey Report meeting *Michigan Above-Ground Survey Manual* (2018) requirements, including Architectural Properties Identification Forms (or other forms for other resource types, as applicable) for each resource of the district and for the district itself, incorporating the work products described above and presented to the City of Ypsilanti in drafts for revision as described in 3.3 Timeline and Deliverables
- A project closeout meeting with city staff and the State Historic Preservation Office

3.1 PROJECT UNDERSTANDING AND GENERAL PHILOSOPHY

Background

The Ypsilanti Historic District, 310 acres in area and roughly coterminous with the community's 1858 city limits, encompasses the core of the city's oldest buildings. The district includes many of Ypsilanti's most architecturally significant resources dating from the 1830s into the twentieth century. In addition to its nineteenth century and prewar architecture, the district likely possesses significance from several themes into the mid-twentieth century as well, to be determined by further evaluation, including Modern architecture and the continued development of the community in conjunction with its mid-century population growth and the economic importance of the Michigan Avenue thoroughfare. The district is also recognized by the National Register of Historic Places (though with slightly different boundaries); the Ladies' Literary Club building, located within the district, is also individually listed on the National Register.

In recognition of this significance, the City of Ypsilanti prepared a Historic District Study Committee survey and report in 1972 and formally established the historic district the following year. The 1972 report formed the basis for the subsequent National Register of Places listing in 1978. At the time, however, federal reviewers noted the existing documentation as inadequate; in the years that followed, a 1983 citywide architectural survey and a 1989 National Register nomination provided a more comprehensive analysis, including an exploration of the historical contexts in which Ypsilanti developed and a complete listing of contributing (historic) and noncontributing (non-historic) buildings. Beyond their informational value, these reports play a crucial role in informing the Historic District Commission as it regulates work performed on resources within the district and enables the State Historic Preservation Office to determine applicability of the Michigan Historic Preservation Tax Credit.

Project Objectives

Forty years later, the 1983 survey report warrants updating, both to reflect changing conditions (such as altered or demolished buildings and new construction) as well as evolving understandings of integrity and significance.

First, the current survey report does not meet current survey standards of the *Michigan Above-Ground Survey Manual* and the National Register Bulletin *How to Apply the National Register Criteria for Evaluation*.

The survey does not address National Register criteria or provide a period of significance and is unclear about areas of significance (the 1989 National Register nomination provides these, but they will almost certainly need to be expanded). The 1983 survey, even more critically, does not provide a list of contributing and noncontributing resources. Although the 1989 National Register documentation does provide such a list, it lists buildings only, and misses a large number of garages, carriage houses, and other outbuildings. It does not mention resources other than buildings, such as bridges or landscape features.

Second, the district, itself, has changed over time. Resources have since been altered, affecting their integrity. In some cases buildings have been demolished, while in others they have been greatly altered or even moved. Some resources that were only a few decades old in the 1980s have now aged to the point (i.e., the “fifty-year rule”) to warrant evaluation in a broader context—one example is the neighborhood of 1930s and 1940s houses just outside the western boundary of the district that the 1983 survey recommended to be evaluated at a later date. Another example are the buildings with Streamline Moderne storefronts and Modern-era false fronts often found on Michigan Avenue.



Left: southeast corner of Thompson Block, 400–410 N. River St. from the Ypsilanti Historic District National Register nomination; right, the same corner in 2020 (Google Street View). Built in 1861, it caught fire in 2009. Rehabilitation was completed in 2021.

An analysis of these topics will almost certainly result in an expanded period of significance and the recognition of additional areas of significance. The boundaries of the district as a whole may be recommended for adjustment to reflect areas where resources have been lost or where formerly noncontributing resources just outside the district have been reevaluated as contributing.

An updated Survey Report will provide several tangible benefits. Evaluations of National Register eligibility, contributing or noncontributing status, and descriptions of important character-defining features will help the Historic District Commission make consistent and meaningful decisions as it evaluates proposed work within the district. Photographs will provide an important baseline to evaluate how resources continue to evolve over time. The City of Ypsilanti also intends to use the updated survey as a basis for a new Historic District Study Committee report, required by the Michigan Local Historic Districts Act if changes to the boundaries are to be considered.

The Survey Report will also facilitate property owners in securing the highly competitive state rehabilitation tax credit, as the required Declaration of Location Form depends upon up-to-date information on the contributing status of individual properties. An updated report will satisfy the

requirement for Certified Local Government communities to engage in continued survey. Finally, the report will enhance recognition and public awareness, and stand alone as an informative and interesting summary of Ypsilanti's history and character.

3.2 TECHNICAL SCOPE OF WORK

The ultimate goal of our work is to prepare a Survey Report and inventory forms in accordance with the *Michigan Above-Ground Survey Manual* (2018). Chronologically, the methodology will proceed through the following steps, with some overlap in our research plan as each item will inform the others as they are developed concurrently.

Step One: Engage Local Stakeholders

Local stakeholders will provide valuable insight during the early stages of our research and throughout the entire project. We will begin by holding a public information meeting; we will follow up with interested individuals, the Ypsilanti Historical Society, and local historians to obtain additional information about the district.

Step Two: Literature Review and Historic Context Development

Our next step will be to delve into secondary and, when feasible,² primary sources to further identify themes central to the history of the Ypsilanti Historic District.

At the outset, we will consult the following bibliography, which we will expand as we uncover additional information throughout the course of our research:

- Basom, Erastus W. "History of Ypsilanti," 1909.
- Beakes, Samuel Willard. *Past and Present of Washtenaw County, Michigan*. Chicago: The S. J. Clarke Publishing Co., 1906.
- Bien, Laura. *Hidden History of Ypsilanti*. Charleston, SC: History Press, 2011.
- Charles C. Chapman & Co. *History of Washtenaw County, Michigan*. Chicago: Charles C. Chapman & Co., 1881.
- Christensen, Robert O. "National Register of Historic Places, Brinkerhoff-Becker House, Washtenaw County, Michigan, National Register No. 82002890," 1982.
- . "National Register of Historic Places, Highland Cemetery, Washtenaw County, Michigan, National Register No. 100005026," 2020.
- City of Ypsilanti Historic District Study Committee. "Preliminary Report of the Historic District Study Committee for the City of Ypsilanti," 1972.
- Colburn, Harvey C. *The Story of Ypsilanti*. s.l.: s.n., 1923.
- Cotman, Charles C. "National Register of Historic Places, Ypsilanti Water Works Stand Pipe, Washtenaw County, Michigan, National Register No. 81000318," 1981.
- Doll, Louis William, and Geneva Smithe. *Index of the History of Washtenaw County, Michigan, Published by Chas. C. Chapman and Company, 1881*. Ann Arbor, MI: s.n., 1948.

² The *Michigan Above-Ground Survey Manual* directs that "the primary difference between reconnaissance-level survey and intensive-level survey is that intensive-level survey includes in-depth historical research on each of the surveyed properties. Reconnaissance-level survey only records property-specific information from readily available sources." As such, our work will focus on visual survey combined with secondary-source research; however, primary sources will also be employed whenever possible.

- Dunbar, Willis F., and George S. May. *Michigan: A History of the Wolverine State*. 3rd ed. Grand Rapids, MI: William B. Eerdmans Publishing Company, 1995.
- Eastern Michigan University, Historic Preservation Program. "A Profile of Ypsilanti Properties," 2005.
- Eckert, Kathryn Bishop. *Buildings of Michigan*. Rev. Charlottesville, VA: University of Virginia Press, 2012.
- Ellis, Catherine B. "National Register of Historic Places, Ladies' Literary Club Building, Washtenaw County, Michigan, National Register No. 72000666," 1971.
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- Farmer, John. "Plat of the Village of Ypsilanti, A.B. Woodward, John Steward and William Harwood, Proprietors on a Scale of 16 Rods to an Inch." Detroit, 1825.
- Fine, Sidney. *Expanding the Frontiers of Civil Rights: Michigan, 1948–1968*. Detroit: Wayne State University Press, 2017.
- . "Michigan and Housing Discrimination, 1949–1968." *Michigan Historical Review* 23, no. 2 (1997): 81–114.
- Gillet, John R. "National Register of Historic Places, Starkweather Religious Center, Washtenaw County, Michigan, National Register No. 77000724," 1977.
- Hyde, Charles K. *Historic Highway Bridges of Michigan*. Detroit: Wayne State University Press, 1993.
- Isbell, Egbert R. *A History of Eastern Michigan University, 1849–1965*. Ypsilanti, MI: Eastern Michigan University Press, 1971.
- Jones, Jennifer Dominique, Eshe Sherley, Sarah McLusky, Cinda Nofziger, Brian Williams, Krista Albertins, Isabella Buzynski, Paige Hodder, Miriam Saperstein, and Bennett Walling. "'Hold Me Up': Narrative Histories of Black Community Building in Ann Arbor and Ypsilanti, 1920s–1970s." <https://storymaps.arcgis.com/stories/716234fc4cb24454b493446c2f734fbd>, n.d.
- Kern, John. "National Register of Historic Places, Ypsilanti Historic District, Washtenaw County, Michigan, National Register No. 78001515," 1978.
- . "National Register of Historic Places, Ypsilanti Historic District, Washtenaw County, Michigan, National Register No. 78001515," 1989.
- Krohn, Nancy H., and Mary L. Liskow, eds. *Washtenaw County, Michigan, Plat Maps 1856 and 1864: Reproduced from Wall Maps Published by Bechler & Wenig 1856 and Samuel Geil 1864*. Ann Arbor, MI: Genealogical Society of Washtenaw County, Michigan, 1997.
- Lendrum, James Thoburn. "The Early Architecture of Southeastern Michigan." M.S. thesis, University of Illinois, 1946.
- Macias, Richard, Malcolm L. Collins, Richard A. Newmann, Robert A. Schweitzer, and Robert O. Christensen. "National Register of Historic Places, Eastern Michigan University Historic District, Washtenaw County, Michigan, National Register No. 84000017," 1984.
- . "National Register of Historic Places, Pease Auditorium, Washtenaw County, Michigan, National Register No. 84000018," 1984.
- McCurdy, John, Bill Nickels, Evan Milan, and Sarah Zawacki, eds. *Ypsilanti Histories: A Look Back at the Last Fifty Years*. Ann Arbor, MI: Fifth Avenue Press, 2023.
- Michigan Department of Transportation. "Michigan's Railroad History: 1825–2014," 2015.

- Mull, Carole E. *The Underground Railroad in Michigan*. Jefferson, NC: McFarland & Co., 2010.
- Olmsted, Frederick Law, Jr., and John Charles. "Ypsilanti City Report," 1913.
- Putnam, Daniel. *A History of the Michigan State Normal School (Now Normal College) at Ypsilanti, Michigan, 1849–1899*. Ypsilanti, Mich: The Scharf Tag, Label & Box Co., 1899.
- R. L. Polk & Co.'s *Directory of Ann Arbor, Ypsilanti and Washtenaw County*. R.L. Polk & Co., various dates.
- Resource Design Group. "City-Wide Historical and Architectural Survey, Ypsilanti, Michigan," 1983.
- Roise, Charlene K., and Clayton B. Fraser. "National Register of Historic Places Multiple Property Documentation Form, Historic Highway Bridges of Michigan, 1875–1948," 1999.
- Ruger, A., and Chicago Lithographing Co. "Ypsilanti, Washtenaw County, Michigan." Chicago: Chicago Lithographing Co., 1865.
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- Warren, Francis H. *Michigan Manual of Freedmen's Progress*. Detroit: Secretary of Freedmen's Progress Commission, 1915.
- "Washtenaw County Register of Deeds, Ann Arbor," n.d.
- White, Louis S. *Portrait and Biographical Album of Washtenaw County, Michigan, Containing Biographical Sketches of Prominent and Representative Citizens, Together with Biographies of All the Governors of the State, and of the Presidents of the United States*. Chicago: Biographical Publishing co., 1891.
- Ypsilanti Gleanings*. Ypsilanti Historical Society, various dates.
- Ypsilanti Historical Museum and Archives, Ypsilanti Historical Society, various collections.

As our research progresses, we expect to explore the following context themes (at a minimum), with a particular focus on themes pertaining to Criterion C, as directed by the *Manual* and RFP:

Nineteenth Century and Prewar Architecture (Criterion C; Area of Significance: Architecture).

The 1983 survey report describes Ypsilanti as "one of Michigan's oldest communities."³ The city's early growth and prosperity—a result of its siting at the intersection of the Chicago Road and the Huron river, and later, the location of the 1838 railroad and 1848 Michigan State Normal School (Eastern Michigan University)—resulted in an impressive collection of mid-nineteenth century buildings, often of statewide or nationwide significance. Just as crucially, Ypsilanti resisted the mid-twentieth-century trends of Urban Renewal that were often responsible for the loss of such buildings elsewhere in Michigan. Prior survey reports and National Register nominations allude to a connection between the city's Greek

3 Page 63.



133 West Michigan Ave. was deemed noncontributing in 1989 due to extensive alterations. This building, like many others, has since been restored (Google Street View, 2023).

Revival architecture and a general 1920s atmosphere of Greek fervor within which the community honored its namesake, Demetrios Ypsilantis. The city's oldest houses often reflect local building traditions, such as examples of the hen-and-chicks form or buildings with cobblestone foundations. The reports also rank Ypsilanti's Italianate residential and commercial architecture among that of prominent Michigan examples such as Marshall and Ionia, and describe a wealth of Queen Anne residences corresponding with the growth of the university. Important Andrew Jackson Downing buildings exist at 118 College Place and 708 Congress and one Octagon house remains, though with diminished integrity.

Prior arguments for the significance of these buildings will be reassessed in their regional context. For one example, the importance of Ypsilanti's Italianate commercial architecture may have increased over time, as many facades have been rehabilitated or restored in

recent decades while, elsewhere in Michigan, such resources have often been lost.

Modern Architecture (Criterion C; Area of Significance: Architecture).

Though the not recognized as such in the 1970s and 1980s, many mid-twentieth-century or Modern buildings (or alterations to existing buildings) are likely to be significant. Streamline Moderne storefronts set within cage-frame Italianate buildings began to appear in the 1940s, especially after the creation of the Willow Run Expressway.

Although the 1983 survey report decries the prevalence of false-front commercial facades, especially on Michigan Avenue, these alterations are now likely to be seen as significant examples of Modern retail architecture. Though many of these applied aluminum facades have been removed in recent decades, the few remaining false fronts will thusly be evaluated. (On the other hand, in cases when they have been removed, the underlying facades have been restored to their prior appearance. Either way, these buildings are likely to be reclassified as contributing.)



This commercial building (6 South Washington St.) is one of several in the vicinity of Michigan Avenue with well preserved pigmented structural glass storefronts likely dating from the 1940s (Google Street View, 2020).

Parks and Public Spaces (Criterion C; Area of Significance: Landscape Architecture). The district includes both Riverside and Frog Island Parks, as well as smaller green and open spaces. As industrial mills ceased operation, Ypsilanti sought to make use of the neglected land along the Huron River and seek new ways in which to grow economically while providing its residents with healthy living spaces. In 1913 Ypsilanti hired Frederick Law Olmsted Jr. and his brother John Charles' landscape architecture firm to prepare a plan for the city's public spaces. Their proposals covered the entire city and included plans for Riverside



117–119 West Michigan Ave. was deemed noncontributing in 1989 due to the loss of its original Italianate features. With its formstone and enamel storefront, aluminum false front, and neon blade sign, this building would now be understood as a significant example of Modern commercial architecture (Google Street View, 2022).

Park to connect Cross Street and Michigan Avenue. To the extent features proposed by the Olmsted brothers were implemented and remain in place, they will be evaluated as potential contributing resources. The 1981 Tridge, though potentially a noncontributing resource outside the period of significance, will also be evaluated. The core parks have continued to be developed since the 1983 survey report, with, for example, the construction of Heritage Bridge in 2015 linking the east side of the city with Riverside Park.

Even when landscape features are not contributing resources in their own right, they may still be character-defining features meriting documentation.

Early Ypsilanti Settlement (Criterion A: Areas of Significance: Exploration/Settlement and Social History).

Many extant resources, in addition to being architecturally significant, will also reflect the early development of Ypsilanti and its status as an important commercial center. The settlement that became the city of Ypsilanti was begun by Benjamin J. Woodruff in 1823 and was soon followed by other settlers. The village was platted by Judge Augustus B.

Woodward, William W. Harwood, and John Stewart and a township was organized in 1829. Ypsilanti's location, where the Huron River met the Chicago Road (which began to be surveyed in 1825 and largely followed Native American trails, now Michigan Avenue) linking Detroit and Chicago, provided an ideal location for development.

Nineteenth-Century Development (Criterion A; Areas of Significance: Commerce and Industry).

Already by 1830 flour mills were constructed along the Huron River, contributing to the city's growth and developing the waterfront. Business districts developed on both the east side of the river near the mills along Cross Street, and the west along Michigan Avenue, with residential areas surrounding them. Paper mills were constructed in the 1860s. This industrial character survives in certain buildings in the district, including the Mill Works Building (now the Ypsilanti Food Co-Op) in Depot Town. Constructed in the 1840s through the 1860s, the Ypsilanti Machine Works Company manufactured machinery there



Left: 419 N. Hamilton from the Ypsilanti Historic District National Register nomination; right: the same house in 2020, showing extensive alterations made in 1977 (Google Street View)

for flour mills and other industrial uses. The homes of many of the industrialists from this period are found in in the district.

Railroad and Automobile Infrastructure (Criterion A; Area of Significance: Transportation). Along with the Chicago Road, the railroad connecting Detroit to Chicago, completed in 1852, had a significant impact on the city and the district. This includes not only the development of Depot Town and its remarkable collection of Italianate commercial architecture, but also transportation-related buildings and structures including the 1878 Michigan Central Freight house and the 1864 Michigan Central passenger station. The 1922 caboose located on siding rails along Rice Street will be evaluated as an object. Automobile industry buildings and auto dealerships, once prevalent in the district, have largely been demolished in recent decades. The transportation theme will assist in evaluating those that remain.

African American Settlement (Criterion A; Area of Significance: Ethnic Heritage). African Americans lived in Ypsilanti as early as the 1830s, with hundreds moving to the city after the Civil War. Most moved to the city's Southside area and the neighborhood centered around Adams and Buffalo Streets. While these are located just southwest of the Ypsilanti Historic District, there is some clear overlap that has not been previously addressed. For instance, the *Michigan Manual of Freedmen's Progress*, a 1915 volume prepared by the Freedmen's Progress Commission to celebrate fifty years of emancipation, noted that Dr. John H. Dickerson, an African American doctor, practiced at 309 Washington St. (still extant and within the district).⁴ African Americans also had businesses located on Michigan Ave. The impact of Black migration and the segregationist practices that kept African Americans in the southern areas of the city have hereto not been reflected in the prior survey or National Register documentation.

Mid-Twentieth Century Development (Criterion A; Areas of Significance: Commerce and Social History). Ypsilanti's largest population growth occurred during and shortly after World War II, largely as a result of the massive Willow Run manufacturing complex located to the east of the city. While much of the housing built in response to this sudden influx of people was on the city's east side or outside the city limits, the growth had an impact on buildings in the district. How and in what ways older buildings in the district were altered to meet the city's new needs has not been adequately studied. For instance, residential buildings that had been subdivided in response to this population growth, or commercial enterprises that have changed uses or expanded, may be contributing or significant under this theme. Alterations to commercial buildings are indicative of Ypsilanti's economic importance and a community that invested in its central commercial thoroughfare rather than adopt the strategies of Urban Renewal, as many other Michigan cities did during that era. Resources from the mid-twentieth century are likely also significant under the Architecture theme, as mentioned above.

Prehistoric and Historic Archaeology (Criterion D). Archaeology is outside the scope of this project. However, for the sake of completeness, existing information regarding archaeological potential will be briefly summarized.

Resources Individually Eligible. We will also research the histories of resources that appear to be, or are known to be, individually eligible for the National Register of Historic Places in order to uncover additional context themes.

Note that Vinewood Preservation Planning has proven adept at identifying and documenting significance outside of architecture; all of our prior projects (see 2.1 above) have included components of National Register of Historic Places Criteria A, B, or both.

⁴ Francis H. Warren, *Michigan Manual of Freedmen's Progress* (Detroit: Secretary of Freedmen's Progress Commission, 1915), 53.

Step Three: Prepare Historic Context Narrative

The historic context statement (to be incorporated as Section Two of the Survey Report, as described below), will include:

- Introductory Statement of Context identifying the themes and time periods described above, plus any additional context themes determined during our research
- Background History describing the large-scale trends and the development of the broader geographical area as it pertains to the district
- Definition of the Context establishing the temporal and geographic parameters of each theme
- Development of each theme in a local, statewide, or national context
- Discussion of Property Types found within the district
- Discussion of Physical Characteristics and Integrity Issues to be considered in evaluating resources
- Discussion of National Register Criteria under which the district and its component resources may be found significant and eligible
- Bibliography

Step Four: Reconnaissance-Level Historic Resource Survey

The next step will be to complete fieldwork, conducting a reconnaissance-level survey, with information gathered in the 1972 report, the 1983 survey, and the 1978 and 1989 National Register forms serving as a baseline, with information from these documents cross-checked when possible. Each resource in and around⁵ the defined project area will be reviewed in the light of the historic context narrative and the National Register of Historic Places evaluation criteria and Areas of Significance as described in *How to Apply the National Register Criteria for Evaluation*. The *Michigan Above-Ground Survey Manual* emphasizes National Register Criterion C (architectural significance) as determined through readily-available sources and field survey; other criteria will be applied based on the thematic research described above.

Physical inspection of buildings, including the study of foundation and cladding materials, overall form and massing, and defining architectural features, will assist us in dating buildings and understanding their evolution. Historic photographs, to the extent that we are able to locate them, will also be helpful. Sanborn Map Company fire insurance maps, available in chronological increments for the city, provide a visual depiction of the evolution of building footprints and uses over time. As the *Manual* directs, “City directories, newspapers, property deeds, and tax records are not commonly used in a reconnaissance-level survey, but may be helpful in some cases.” Understanding the physical evolution of the district, and the construction and alteration dates of its buildings and other resources, will help us connect each resource to the identified historic context themes and identify contributing and noncontributing resources.

⁵ The *Michigan Above-Ground Survey Manual* requires that “the boundaries of the potential historic district must include the full extent of the historic resources related to the applicable themes and time frames while excluding adjacent areas whose properties bear no strong relationship.” For this reason, we may survey a small number of surrounding properties in order to determine this relationship.

Field work will photograph, describe, and map (latitude and longitude, using Survey 123 or a similar application) each resource. Photographs will be taken in accordance with the *National Register Photograph Policy Factsheet* and the *Proposed Photo Policy Update* using a digital SLR camera exceeding the minimum resolution requirement. We will take all photographs in ideal lighting conditions and during times of day and times of the year when obstructions such as parked cars and foliage are minimized. Wide-angle photography will be avoided whenever possible to minimize perspective distortion, and perspective correction will be used if necessary. Contextual photos, such as streetscapes, or details of architectural features or significant interiors will be provided if warranted. Outbuildings and landscape features for each property will be photographed when visible.

We will complete the appropriate Architectural Resources Identification Form for each building or other resource type (including sites, such as parking lots and vacant lots), regardless of age or whether the resource appears to be contributing or noncontributing. When appropriate, the Architectural District/Complex Form and the Cultural Landscapes Identification Form will be used. (These forms are available from the State Historic Preservation Office, and will be used unless the City of Ypsilanti specifies a different format.)

Step Five: Evaluation

A reconnaissance-level survey requires that each resource within the Survey Area be evaluated in terms of its “integrity,” that is, “the ability of a property to convey its significance” through its location, setting, design, materials, workmanship, feeling, and association.⁶ This analysis will be used to determine a list of contributing and noncontributing resources at this phase of the project. In general, resources will be recommended as contributing if they retain most of the seven aspects of integrity, date from the period of significance, and bear a relationship to one or more of the identified context themes (most will relate to Architecture at a minimum, if not others).

Although high-integrity resources are often those that retain their original character and appearance, altered resources can retain integrity as well. This is often the case if alterations were made during the period of significance and reflect one of the applicable areas of significance, or if the alterations are relatively minor.

At the conclusion of our fieldwork, the construction or alteration dates of contributing buildings will be used to finalize a period of significance for the district. We will use mapped locations of contributing buildings to provide a boundary justification as directed by the National Register Bulletin *Defining Boundaries for National Register Properties*. The themes identified in the background research, combined with the conditions observed and data collected in field survey, will enable us to describe the full extent of resources related to the identified historic themes and retaining integrity, and exclude adjacent resources that lack this relationship.

Step Six: Survey Report

The completed Survey Report will be in three sections:

- Section One will introduce the project and provide an overview of its findings. We anticipate that this section will include an argument supporting the boundaries and continued National Register eligibility of the district as well as any resources identified as individually eligible. It will provide a period of significance, areas of significance, and applicable National Register criteria as determined by our research. Briefly, a Planning Needs and Recommendations subsection will

⁶ *How to Apply the National Register Criteria for Evaluation* (Washington, D.C.: National Park Service, 1995), 44.

identify any resources recommended for intensive-level study and connect the Ypsilanti Historic District to the recommendations of the Shape Ypsilanti Master Plan.

- Section Two will contain a descriptive, physical overview of the area, beginning with the big picture—geography, topography, and initial development of the district. It will then describe how the physical appearance of the district evolved over time through the period of significance and into the present day, including a discussion of lost resources. Finally, it will delineate and expound upon the context themes identified in our research. It will conclude with a bibliography.
- Section Three will include an index, map, and identification forms for each contributing and noncontributing resource in the district, regardless of age or significance.

Step Seven: Project Completion

We will host a final public meeting and provide physical and electronic copies of the Survey Report to the City of Ypsilanti and other parties.

3.3 TIMELINE AND DELIVERABLES

April 2024	Project Initiation Meeting
May 2024	Community Engagement Meeting, Begin Historic Context Research
June 2024	Begin Fieldwork and Evaluation
August 2024	Deliverable #1: Outline of Survey Report
December 2024	Deliverable #2: Survey Report, Draft I
March 2025	Deliverable #3: Survey Report, Revised Draft
June 2025	Deliverable #4: Final Survey Report
July 2025	Final Community Meeting
August 2025	Contract Closeout Meeting

3.4 BEST PRACTICES

The Survey Report will be prepared in accordance with current best practices and guidelines of the National Park Service and the Michigan State Historic Preservation Office, including those described in the National Register Bulletins *How to Apply the National Register Criteria for Evaluation*, *How to Complete the National Register Form*, *How to Improve the Quality of Photographs for National Register Nominations*, the *National Register Photograph Policy Factsheet*, the *National Register Draft Electronic Map Policy Factsheet*, the *Michigan State Historic Preservation Office Documentation Guidelines*, and the *Michigan Above-Ground Survey Manual*. We will also reference *The Components of a Historic Context: A National Register White Paper* by Barbara Wyatt.

All written products will follow the most recent edition of the *Chicago Manual of Style* except when

direction from the *Michigan State Historic Preservation Office Style Guide* or a National Register Bulletin indicates otherwise.

Work practices will be governed by the American Institute of Certified Planners Code of Ethics and Professional Conduct.

4.0 FEE PROPOSAL

The following fee proposal is inclusive of all labor and reimbursable expenses for Vinewood Preservation Planning and our team members for the Resurvey for the Local Historic District in Ypsilanti, Michigan. The proposed price is valid for ninety (90) days.

Fee Schedule

Timothy Boscarino, historian and architectural historian, 290 hours @ \$80/hour

Michael F. Webb, historian, 290 hours @ \$80/hour

Total labor: \$46,400

Detroit office to Ypsilanti travel expenses: \$850

Printing costs: \$250

TOTAL FEE not to exceed: \$47,500

5.0 AUTHORIZED NEGOTIATOR

Timothy Boscarino will manage the contract, if awarded, and is authorized to negotiate and expedite any proposed contract with the City of Ann Arbor. His contact information is as follows:

Timothy Boscarino
Vinewood Preservation Planning
1068 Vinewood St.
Detroit, MI 48216

timothy@vinewoodplanning.com
313-806-4031



Resolution No. 2024-068
April 16, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the following residents be appointed to the City of Ypsilanti Boards and Commissions as indicated below:

<u>Name</u>	<u>Board</u>	<u>Expiration</u>
Zachary Klaus 412 N Washington St #2 Ypsilanti, MI 48197	Parks & Arts	7/1/2027

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Print**Citizen Advisory Boards and Commissions Participation Resume - Submission #6402****Date Submitted: 3/8/2024**

The people of Ypsilanti are involved in their City government and are an important part of the community's achievements. Individuals interested in receiving more information in regards to serving on an advisory board or commission are invited to contact the City Clerk's Office at 734-483-1100. Alternatively, citizens who would like to participate can submit their information in the form below.

Qualifications

Must be a resident/business owner in the city for at least two years. Or Council must determine your expertise is essential and not available in an applicant that meets the qualifications above. Must be eligible to vote in the state if not applying for youth membership.

Name*

Zachary Klaus

Email Address*

[REDACTED]

Address*

412 N Washington St Apartment 2

City*

Ypsilanti

State*

MI

Zip Code*

48197

Phone Number*

[REDACTED]

Number of Years in the Community*

3

Ward You Live In

3

Education

Bachelors Degree in Art & Design

Occupation

Client Care Associate & Artist

Employer

Ypsilanti Meals on Wheels

Are you applying for youth membership?

Three Commission Allow Youth Membership (Sustainability, Arts and Parks, Police Advisory & Human Relations)

- ☐ Yes
☒ No

Are you registered to vote in the City of Ypsilanti?

- ☐ Yes
☒ No

I would like to be considered and could devote sufficient time to serve on the following board or commission:

- | | | |
|--|---|---|
| ☐ Review and Tax Assessment Board | ☐ Ypsilanti Housing Commission | ☒ Arts and Parks Commission |
| ☐ Board of Ethics | ☐ Human Relations Commission | ☐ Ann Arbor Area Transit Authority |
| ☐ Fire Civil Service Commission | ☐ Planning Commission | ☐ Police and Fire Pension Board |
| ☐ YCUA | ☐ Non-motorized Advisory Committee | ☐ Huron River Watershed Council |
| ☐ Ypsilanti Downtown Development Authority | ☐ Zoning Board of Appeals | ☐ Sustainability Commission |
| ☐ Economic Development Corporation/Brownfield Redevelopment Authority | ☐ Dangerous Buildings Officer | ☐ Police Advisory Commission |
| ☐ Historic District Commission | | |

Party Affiliation

If you are applying to serve on the Ethics Board or the Fire Civil Service Commission please provide your political affiliation

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

I am passionate about Art and engaging with the Community and looking for ways to get involved in local government. I believe that Art has the ability to unite communities and create positive social change,

Work/volunteer experience related to the board or commission:

I have been making art since childhood, worked almost 7 years as a Production Artist at Underground Printing before my current Part-Time work at Ypsilanti Meals on Wheels. I am in the process of starting to volunteer at Scrap, and also work part time at Glaze Studio. I have had one piece in a show at the Riverside Arts Center and look forward to contributing more pieces in when opportunities arise.

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

☒ Yes

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

☒ Yes



REQUEST FOR LEGISLATION
April 16, 2024

For: Mayor and City Council

From: Evan Sweet, Council Member, Desirae Simmons, Council Member

Subject: Resolution No. 2024-069, supporting the Protect MI Kids Bill Package (SB 647-654) and urge the Legislature to approve these bills to protect the well-being of MI residents,

SUMMARY & BACKGROUND:

Michigan is one of 12 states that make up "Tobacco Nation," a collection of states that have higher rates of adult and youth tobacco use, lower life expectancy, more "poor" health days, and earn nearly 25% less compared to the rest of the US. Tobacco use kills 16,200 Michiganders each year while smoking-related annual health care costs equal \$5.33 billion. Evidence-based tobacco policies could change this trajectory and help Michiganders live healthier lives while saving taxpayers millions in healthcare costs.

The Keep MI Kids Tobacco Free Alliance, a coalition of over 120 organizations, is currently working in partnership to pass a comprehensive set of bills to address tobacco use in Michigan. The legislative package includes proposals to:

- End the sale of flavored tobacco products, including menthol products, acknowledging the significance that flavored tobacco products play in enticing youth and young adult use (Senate Bills 649 and 650)
- Establish statewide tobacco retail licensing, which Michigan does not currently have and provide a mechanism to curb one of the highest sales to minors rates in the country. (SBs 651 and 652)
- Create an e-cigarette tax as well as increase the current tax on cigarettes and other tobacco products as increasing prices is the single most effective way to prevent initiation, reduce consumption and encourage people to quit smoking. (SB 648)
- Repeal the youth purchase, use, and possession (PUP) penalties that are ineffective at deterring youth tobacco use and shift the responsibility away from retailers profiting off tobacco sales. (SB 654 and SB 653)
- Remove language currently in state statute that limits local control of tobacco sales regulations, thereby allowing local municipalities to adequately address tobacco related issues in their communities. (SB 647)

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resolution

RECOMMENDED ACTION:

ATTACHMENTS:

1. Resolution No 2024-069

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: April 16, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, tobacco use is the leading cause of preventable disease, disability and death in Michigan and harms nearly every organ in the body. Most adults who smoke want to quit and wish the never would have started; and

WHEREAS, tobacco use imposes a terrible toll on families, businesses and government. Tobacco kills more than 16,200 Michiganders annually; and

WHEREAS, tobacco costs Michigan over \$5.33 billion in health care expenditures and more than \$11.5 billion in lost productivity each year; and

WHEREAS, Michigan is one of 12 states that make up "Tobacco Nation" where the smoking prevalence is significantly higher compared to the rest of the country. Tobacco Nation residents live shorter lives and face a higher risk of dying than other Americans, with an average life expectancy of 76 years compared to 79 years in the rest of the country.

WHEREAS, flavored tobacco products play a key role in youth initiation. In 2023, 90.3% of U.S. high school students and 87.1% of middle school students who currently use e-cigarettes reported using a flavored e-cigarette during that time.

WHEREAS, historically, cigarette companies have disproportionately marketed menthol products in predominantly Black communities by using culturally tailored advertising images and messages, and as a result 85% of African American adult smokers use menthol products, which is three times the rate of menthol use among white adult smokers. The continued availability of menthol cigarettes exacerbates tobacco-related health disparities; and

WHEREAS, if menthol cigarettes were no longer available, an estimated 32,500 additional adults in Michigan who smoke would quit smoking, including 13,700 Black adults; and

WHEREAS, the tobacco industry spends over \$300 million marketing its deadly products in Michigan each year while Michigan invests less than 2% of the Centers for Disease Control and Prevention recommended state spending on tobacco prevention programs; and

WHEREAS, Michigan state law prohibits local governments from enacting policies that regulate the sale and licensure of tobacco and nicotine products, keeping local communities from protecting kids' health; and

WHEREAS, despite being one of the most effective tobacco control interventions according to the U.S. Surgeon General, Michigan currently has no state tax on e-cigarettes or vaping products that contain nicotine and has not increased its tax on cigarettes in nearly 20 years; and

WHEREAS, Michigan is one of only ten states that does not require retailers to be licensed to sell tobacco making it almost impossible to know which stores are selling tobacco products and enforce laws like prohibiting tobacco sales to kids; and

WHEREAS, current state laws prohibiting and penalizing the possession, use, and purchase of tobacco products by minors, are ineffective as deterrents to youth smoking, are often enforced inequitably, and currently retailers are not held accountable for selling to minors; and

WHEREAS, Senate Bill 647 aims to restore local control and repeal state law prohibiting local governments from enacting ordinances and regulations pertaining to the sale or licensure of tobacco products, empowering local communities to pass stronger tobacco control measures to protect their residents, particularly youth, if they so choose; and

WHEREAS, Senate Bill 648 proposes to establish a new tax on e-cigarettes and increase taxes on cigarettes and other tobacco products, with revenue generated dedicated to tobacco prevention and cessation programs, and enforcement of tax and smoke-free air laws, aligning with evidence-based strategies to reduce tobacco use, especially among youth; and

WHEREAS, Senate Bills 649 and 650 aim to prohibit the sale of flavored tobacco products, including flavored e-cigarettes and menthol-flavored cigarettes, recognizing the significant role flavors play in driving tobacco-related inequities and youth initiation; and

WHEREAS, Senate Bills 651 and 652 seek to establish a statewide Tobacco Retail Licensing (TRL) program, requiring all establishments selling nicotine or tobacco products to obtain a license, thereby enhancing compliance with existing tobacco sales regulations and reducing youth initiation to nicotine and tobacco; and

WHEREAS, Senate Bills 653 and 654 repeal provisions in the Youth Tobacco Act that impose civil and criminal penalties on minors for purchasing, using or possessing tobacco products;

NOW THEREFORE BE IT RESOLVED, that the City of Ypsilanti supports the Protect MI Kids Bill Package (SB 647-654) and urge the Michigan Legislature to swiftly pass these critical bills in their entirety to protect the health and well-being of Michigan's residents, and

BE IT FURTHER RESOLVED, that the City of Ypsilanti City Council directs the City Clerk to send a certified copy of this resolution to State Representative Jimmie Wilson Jr, State Senator Jeff Irwin, and Governor Gretchen Whitmer.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
April 16, 2024

For: Mayor and City Council

From: Bonnie Wessler, DPS Director

Subject: Resolution No. 2024-070, awarding the project bid for the Leforge Road mill and fill to Z Contractor's Inc.

SUMMARY & BACKGROUND:

The City is working with MDOT on repairs to both Leforge and Factory St bridges. We have asked the prime contractor, Z Contractors, to provide pricing for a mill & overlay of the relatively short distance between the bridge and the railroad. No improvements other than the mill & overlay are proposed or planned. Z Contractors has proposed a price of \$175,178.50, for this work, not yet including a require MDOT Rail ROW permit for work adjoining that ROW.

This project was chosen as it takes advantage of the opportunity of the pricing obtained under the publicly, competitively bid bridge project, and provides for continuity of pavement between the soon to be repaired bridge and the newly reconstructed Huron River Drive. This also takes advantage of the existing CE/PM contract with OHM, maximizing economies of scale for a relatively small project.

This project will be funded largely via the Washtenaw County road millage; the City annually receives approximately \$140,000-\$150,000 per year, as reimbursement for eligible projects, for the duration of the millage. Several years ago Council reviewed and recommended a plan to spend those funds on 1-2 block mill & overlay projects; however, due to budget/cost issues only one of those projects (Oakwood) was completed. The funding has since been used to offset the City share of other similar projects.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Pricing from Z Contractors

2024 Goal Alignment

- **Strategic Goal 1: Capital Improvements and revitalization of city-owned facilities and spaces.**
- Strategic Goal 2: Staff retention and creating greater efficiencies.
- Strategic Goal 3: Community Engagement
- Strategic Goal 4: Community Development
- **Strategic Goal 5: Infrastructure and investment**

- **Strategic Goal 6: Financial Planning**

RECOMMENDED ACTION:

ATTACHMENTS:

1. Resolution No. 2024-070
2. Quote

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: April 16, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City has adopted goals to maintain and improve infrastructure in a fiscally sustainable manner; and

Whereas, the segment of Leforge Road between the railroad and the bridge has a PASER rating of 2, Poor; and

Whereas, work is being performed on the adjoining bridge and the City has obtained favorable pricing for a mill and overlay for this segment, prolonging its useful life; and

Whereas, Z Contractors, the contractor currently working on the adjoining LeForge bridge has presented competitive pricing for a mill and overlay of this area;

Now therefore be it resolved that that the City of Ypsilanti approves the proposal from Z Contractors for mill & overlay of Leforge for an amount of \$176,000;

AND FURTHER THAT any change orders may be approved by the City Manager, to facilitate the completion of this work.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



03/18/2024

OHM Advisors
355 South Zeeb Road, Suite A
Ann Arbor, MI 48103

Attn: Fraser Payne
Project Engineer

RE: MDOT JN: 81000-215136
Quote Request – Mill and Fill

Description	Unit	Unit Prices	Total
1 Mobilization, Max	1 LSUM	\$ 7,225.00	\$ 7,225.00
2 Cold Milling HMA Surface	1467 Syd	\$ 18.00	\$ 26,406.00
3 Hand Patching	22 Ton	\$ 105.00	\$ 2,310.00
4 HMA, 5EL	170 Ton	\$ 451.00	\$ 76,670.00
5 Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	100 Ft	\$ 15.75	\$ 1,575.00
6 Pavt Mrkg, Ovly Cold Plastic, Railroad Sym	2 Ea	\$ 446.25	\$ 892.50
7 Pavt Mrkg, Polyurea, 4 inch, White	300 Ft	\$ 3.68	\$ 1,104.00
8 Pavt Mrkg, Polyurea, 4 inch, Yellow	600 Ft	\$ 3.68	\$ 2,208.00
9 Dr structure Adjust	8 Ea	\$ 950.00	\$ 7,600.00
10 Minor Traffic	1 LSUM	\$ 7,000.00	\$ 7,000.00
11 Traffic Loop, Cut in hand hole	4 Ea	\$ 725.00	\$ 2,900.00
12 Traf loop, installation	4 Ea	\$ 3,655.00	\$ 14,620.00
13 RR Insurance	1 LSUM	\$ 14,677.00	\$ 14,677.00
14 RR permit	1 LSUM	\$ 10,000.00	\$ 10,000.00
TOTALS			\$ 175,187.50

Dear Mr. Payne,

Z Contractor's Inc. (ZCI) is pleased to provide the following unit prices to mill and fill Leforge Road to the additional limits specified on the above referenced project. Our quote is as follows:

Description	Qty	Unit	U.P
Mobilization	1	LS	\$7,225.00
Cold Milling HMA Surface	1467	SYD	\$18.00
Hand Patching	22	Ton	\$105.00
HMA, 5EL	170	Ton	\$451.00
Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	100	Ft	\$15.75
Pavt Mrkg, Ovly Cold Plastic, Railroad System	2	EA	\$446.25
Pavt Mrkg, Polyurea, 4 Inch, White	300	Ft	\$3.68
Pavt Mrkg, Polyurea, 4 inch, Yellow	600	Ft	\$3.68
_Dr Structure Adjust	8	Ea	\$950.00
Minor Traffic	1	LS	\$7,000.00
Traf Loop, Cut in Hand Hole	4	EA	\$725.00
Traf Loop, Installation	4	EA	\$3,655.00
Railroad Insurance	1	LS	\$14,677.00
Railroad Permit*	1	LS	\$10,000.00

*ZCI is currently working with Amtrak to secure a permit to complete this work due to ZCI being within their ROW. As of today, ZCI is unaware of an exact railroad permit cost and the quoted price may change.

Should you have any questions, comments, or concerns regarding this document, please contact our team.

Sincerely,

Z Contractors, Inc.
Scott Bishop, P.M.

50500 Design Lane

Shelby Township, MI 48315

Office: 586.625.8899

Fax: 586.726.8481

AA/Equal Opportunity Employer

Leforge Paving

Write a description for your map.

Legend

 Feature 1

Legend		
Description	Quantity	Unit





REQUEST FOR LEGISLATION
April 16, 2024

For: Mayor and City Council

From: Bonnie Wessler, DPS Director

Subject: Resolution No. 2024-071, approving the extension of the solid waste contract to Stevens.

SUMMARY & BACKGROUND: The City currently contracts with Stevens Disposal for its curbside residential trash pickup. This contract is currently set to expire in late September of this calendar year. As the City is in discussions with WRRMA regarding a regional waste hauling contract, the City requested a proposal from Stevens for a one-year renewal; Stevens has provided this as well as a five-year renewal proposal. Staff is recommending the one-year proposal.

RECOMMENDED ACTION: Approval

ATTACHMENTS: 2019 Contract with Stevens Disposal; one year proposal; rate comparison sheet
2024 Goal Alignment

- Strategic Goal 1: Capital Improvements and revitalization of City owned facilities and spaces.
- Strategic Goal 2: Staff retention and creating greater efficiencies.
- Strategic Goal 3: Community Engagement
- Strategic Goal 4: Community Development
- Strategic Goal 5: Infrastructure and investment
- **Strategic Goal 6: Financial Planning**

RECOMMENDED ACTION:

ATTACHMENTS:

1. Resolution No. 2024-071
2. Extension Option
3. Original Contract

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: April 16, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City has adopted goals to continue to provide services in a fiscally sustainable manner; and

Whereas, the contract for residential curbside trash removal service expires in September 2024; and

Whereas, the existing contract offers the option for a renewal or extension of services; and

Whereas, Stevens Disposal has provided a renewal proposal for either a one or a five-year extension of services;

Now therefore be it resolved that that the City of Ypsilanti accepts the proposal from Stevens Disposal for residential curbside trash removal service for a period of one year with rates as provided on the attached proposal;

And further that the Mayor and City Clerk are authorized to sign the contract for and on behalf of the City of Ypsilanti, subject to the approval of the City Attorney.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

STEVENS DISPOSAL & RECYCLING SERVICE, INC
STEVENS STOP & GO PORTABLE TOILETS

P.O. BOX 500
TEMPERANCE, MI 48182
Phone: 800-779-0344 Fax: 734-279-2383

April 11, 2024

RE: Curbside Trash Collection Agreement Renewal 2024

Attention: Andrew Hellenga & Bonnie Wessler

Good afternoon, Andrew & Bonnie

I am contacting you regarding the current agreement that is up for renewal on September 25, 2024. Stevens Disposal has provided the curbside trash collection for the City of Ypsilanti Michigan since October 1, 2019. We provided the city with a great savings over the previous providers agreement with exceptional service over the last five (5) years.

Stevens Disposal would like to exercise the option in the current agreement to Extend/Renew the current agreement with options of one (1) or a five (5)-year term. Our proposal would allow for keeping the current service level of 3/32-gallon containers or bags and one (1) bulk item weekly and the implementation of automation service to the city at year two of the term of the agreement. Stevens Disposal would provide a new wheeled cart to every residential unit in the city (size of cart determined by the city). This is a \$400,000.00 investment Stevens Disposal would be making to help the city advance and move towards making a cleaner environment. We would initiate the rate for the first year at \$8.40 per unit which is well below the current industry rate for the current service level. We would require automated cart collection to be installed by year two at the rate of 9.50 per unit and the annual increase for years two (2) through five (5) at 6%

This is an excellent option for the city as the current rate in a bid situation from our competitors in surrounding communities for the same service is exceeding \$12.00 per unit.

We value our relationship with the City of Ypsilanti, our goal is to keep the partnership moving forward well into the future and provide great service and value to Ypsilanti.

As I stated the current agreement expires on September 25, 2024 at midnight. If you choose to elect the full five (5) year term we will guarantee the year two (2) automation implementation rate of \$9.50 per unit and a 6% annual increase cap.

Respectfully

Kevin Shipman
Customer Relations Manager
Stevens Disposal & Recycling Inc.
kevin@stevensdisposal.com
O- 734 279 7230
C- 419 467 3067

"A LOCAL COMPANY"

SOLID WASTE COLLECTION AND DISPOSAL SERVICE AGREEMENT

CITY OF YPSILANTI, MICHIGAN AND STEVENS DISPOSAL & RECYCLING SERVICE, INC.

THIS AGREEMENT, is made and entered into this 16th day of September, 2019, by and between the CITY OF YPSILANTI, a Michigan municipal Home-rule corporation, whose address is One South Huron Street, Ypsilanti, Michigan 48197 (hereinafter referred to as "CITY"), and Stevens Disposal & Recycling Service, Inc. a Michigan profit corporation of 16929 Ida West Road, Petersburg, MI 49270, P.O. Box 500, Temperance, MI 48182, (hereinafter referred to as "Contractor").

1. Statement of Purpose.

On or about May 2019, the CITY issued a Request for Proposals for Solid Waste Collection, attached hereto as Appendix A and incorporated herein by reference as a part of this AGREEMENT (hereinafter referred to as "RFP"). In response to such RFP, CONTRACTOR submitted a proposal, attached hereto as Appendix B and incorporated herein by reference as a part of this AGREEMENT (hereinafter referred to as "PROPOSAL"), on or about July 1, 2019. Ypsilanti City Council selected CONTRACTOR's five-year PROPOSAL for solid waste collection services under the RFP on or about July 16, 2019 by City Council Resolution No. 2019-163. The CITY and CONTRACTOR have discussed and negotiated the terms and conditions of the PROPOSAL, pursuant to applicable law and the provisions of the RFP. The CITY, in reliance upon the PROPOSAL and discussion and negotiations with CONTRACTOR, now desires to contract with CONTRACTOR for curbside collection and disposal of solid waste for a five year period of September 23, 2019 through September 22, 2024, in accordance with the terms and provisions herein.

In consideration of the mutual agreements between the parties and to the public, the parties agree as follows:

2. Definitions

When not otherwise defined by context within this AGREEMENT, the following terms are defined as follows:

"Disposal" means the burial of refuse at a sanitary landfill or other solid waste facility that will ultimately be utilized for the disposal of refuse.

"Dumpster" means an all-weather container with lid, suitable for emptying into a vehicle with a lifting mechanism.

"Hazardous waste" means any waste as defined by the Resource Conservation and Recovery Act, 1976, 42 USC §6901 et seq, as amended.

"Unit" means any individual living unit in a single family dwelling, multiple family dwelling, or mixed use dwelling intended for or capable of being utilized for residential living or any individual commercial establishment.

"Yard waste" means compostable materials such as leaves, grass clippings, vegetables, or other garden debris, shrubbery, brush, or tree trimmings less than 4 feet in length and 2 inches in diameter that can be converted to compost humus. The term includes agricultural waste, animal waste, roots, sewage sludge, stumps, and treated wood.

"On Call Pickup" means CONTRACTOR special service when requested by the CITY for pick up and disposal of solid waste in the City, charged on a hourly basis. Mentioned as Alternative 2 in the materials furnished City Council.

3. Term.

The term of this AGREEMENT shall commence on September 23, 2019 and shall continue through September 22, 2024. The term of this AGREEMENT may be extended for additional periods of time thereafter, upon agreement of the CITY and CONTRACTOR.

4. Scope of Service.

CONTRACTOR will be responsible for curbside collection and disposal of refuse and bulky waste, consistent with the requirements of the RFP and the PROPOSAL (hereinafter referred to as "SERVICES"). SERVICES within this scope of this AGREEMENT are for that of the base proposal and do not include any of the alternate proposals, as provided for in the RFP and PROPOSAL.

These SERVICES include all residential homes and commercial store fronts. CONTRACTOR will also be responsible for serving properties larger than three units that abide by the bag limits as follows:

- Single Unit: three 32 gallon bags, one bulky item per week.
- Double Unit: six 32 gallon bags, two bulky items per week.
- Triple unit and larger within this limit: nine 32 gallon bags, three bulky items per week.
- Double-limit weeks: Two one-week long periods per year with double trash limits during Eastern Michigan University student move-in and move-out.
- Municipal buildings: Provide and service two 6 cubic-yard dumpsters and two 3 cubic-yard, wheeled, movable dumpsters that fit the enclosure for municipal buildings.

CONTRACTOR further warrants that routes and schedules used by CONTRACTOR in providing SERVICES will be such that residents' current regular days for pickup will not be changed.

On Call Pickup shall be performed by CONTRACTOR at an hourly rate of \$250 per hour in addition to the regular contract compensation. CONTRACTOR shall respond promptly to requests for service as provided in the RFP.

5. Contract Compensation.

CITY agrees to compensate CONTRACTOR for SERVICES as set forth in CONTRACTOR PROPOSAL, which provides:

- \$6.75/unit/month in year one (currently 5,337 units)
- \$7.02/unit/month in year two
- \$7.30/unit/month in year three
- \$7.59/unit/month in year four
- \$7.90/unit/month in year five
- **TOTAL CONTRACT AMOUNT OF \$2,341,300.06**

	Date	# of Units	Amount/Month Per Unit	Total Per Month	Total Per Year
YEAR 1	9/23/2019	5,337	\$ 6.75	\$ 36,024.75	\$ 432,297.00
YEAR 2	10/1/2020	5,337	\$ 7.02	\$ 37,465.74	\$ 449,588.88
YEAR 3	10/1/2021	5,337	\$ 7.30	\$ 38,960.10	\$ 467,521.20
YEAR 4	10/1/2022	5,337	\$ 7.59	\$ 40,507.83	\$ 486,093.96

YEAR 5	10/1/2023	5,337	\$ 7.90	\$ 42,162.30	\$ 505,947.60
					\$ 2,341,448.64

Such compensation is to be payable to CONTRACTOR after CONTRACTOR submits to CITY a completed and signed Form W-9 and within 30 days after CITY receives detailed invoices from CONTRACTOR. Such invoices are to be delivered by CONTRACTOR to CITY monthly. In no event may CONTRACTOR submit an invoice to CITY for more than ninety (90) days in arrears.

In the event of early termination of this AGREEMENT, CITY will pay CONTRACTOR for SERVICES performed, subject to the above limitations. In the event of any overpayment by CITY, CONTRACTOR will, upon request of the CITY, refund such overpayment to CITY within thirty (30) days after financial reconciliation.

6. Liquidated Damages.

CITY and CONTRACTOR agree, in addition to any other remedies available to the CITY, CONTRACTOR will make payments to the CITY in the amounts specified below as liquidated damages for failure of CONTRACTOR to fulfill its obligations as determined by the City:

1. Failure to clean up spilled refuse - \$25 per each incident.
2. Failure to collect solid waste within 24 hours after notification of a complaint - \$50 per each incident.
3. Failure to complete all routine pickups by 7:00 p.m. on the scheduled day - \$75 per each incident with each late pickup as a separate incident unless authorization is given by the Director of Public Works.
4. Failure by contractor to observe established collection amounts per household in accordance with aforementioned standards - \$75 per each incident.
5. Failure to maintain vehicle in operable condition and acceptable appearance after inspection and notice by CITY - \$200 per each incident.

The liquidated damages provided for herein are not considered as penalties and were not calculated in contemplation or anticipation that CONTRACTOR would default. In the event CONTRACTOR does default or otherwise abandon the project, the CITY reserves the right to collect from CONTRACTOR, or its surety, the actual damages incurred by the CITY as a result of the default or abandonment in addition to the liquidated damages. The assessment of liquidated damages shall be determined by the City Manager or the designee and deductions made from the payment each month to CONTRACTOR.

7. Contacts and Notices.

CITY hereby designates Joe Meyers, as its designated contact person under this AGREEMENT, at phone number 734-482-2974. Legal and other notices required under this AGREEMENT may be directed to the CITY at the address herein provided, with a copy to Frances McMullan, City Manager, 1 South Huron Street, Ypsilanti, MI 48197.

CONTRACTOR hereby designates Jim May, as its designated contact person under this AGREEMENT, at phone number 734-279-2611. Legal and other notices required under this AGREEMENT may be directed to CONTRACTOR at 16929 Ida West Road, Petersburg, MI 49270.

CONTRACTOR and CITY may designate an alternate or additional designated contact person from time to time, upon providing written notice to the other party.

8. Delegation and Assignment.

CONTRACTOR shall not delegate or assign this AGREEMENT, or any part thereof, nor shall the CONTRACTOR sub-contract this AGREEMENT, or any part thereof, without the prior written approval of the CITY, which shall not be unreasonably withheld. CONTRACTOR may not assign any parts of this AGREEMENT via sale, merger or acquisition of the CONTRACTOR's company without the prior written approval of the CITY, which shall not be unreasonably withheld.

9. Standard Terms and Conditions.

The parties hereby agree to the following terms and conditions:

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

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

9.3 The parties agree that time is of the essence in the performance of this AGREEMENT by the CONTRACTOR.

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

9.5 This AGREEMENT shall be governed by and construed in accordance with the laws of Michigan.

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

9.7 Waiver of Liability. The CONTRACTOR hereby waives any claim against the CITY and agrees not to hold the CITY liable for any personal injury or damage incurred by it, its employees or agents on this project which is not held by a court of competent jurisdiction to be attributable to the sole and/or gross negligence or willful misconduct of CITY or any employee, officer, or agent of the CITY acting within the scope of their employment or agency. It further agrees to hold the CITY harmless from any such claim by its own employees or agents.

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

9.9 The following Indemnification Agreement shall be, and is hereby, a provision of this AGREEMENT:

"The CONTRACTOR agrees to protect, defend, indemnify and hold the CITY and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands,

obligations, actions, proceedings or causes of action of every kind and character to the extent such are caused by the negligence or willful misconduct of CONTRACTOR, its employees or agents in the performance of the services under this AGREEMENT. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copy right (or application for any thereof) or any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent."

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

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

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

9.13 Discrimination. The contractor agrees to not discriminate against any employee or applicant for employment because of actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, gender expression, age, marital status, disability status, familial status, educational association, source of income, height or weight. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, gender expression, age, marital status, disability status, familial status, educational association, source of income, height or weight. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the

provisions of this nondiscrimination clause per Presidential Executive Order Number 11246, Sub/Part B(i).

9.14 Permits. The CONTRACTOR shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consumers, due and sufficient notice shall be served upon those so affected.

9.15 Living Wage.

A. (1) If this AGREEMENT involves \$25,000, or more, Living Wages shall be paid according to the Ypsilanti Living Wage Ordinance No. 892 (The Ordinance) and City Code Section 2-298(8); and

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

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

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

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

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

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

9.18 This AGREEMENT, and its attachments, is the sole contract and agreement between the parties. Any changes, additions or deletions shall not be effective or actionable unless they are in writing signed by the parties.

9.19 Except in amounts less than \$20 million, CONTRACTOR certifies that it, its successor, its parent company, or any of its subsidiaries or subunits does not engage in the practice of committing or

contributing funds or property, extending credit, or contract for goods or services to develop petroleum resources, natural gas resources, or nuclear power in Iran.

10. Insurance.

The parties agree that CONTRACTOR shall obtain and maintain during the life of this contract the insurance mentioned in the RPF and that last sentence of each of the sections of the RFP titled "Workers' Compensation Insurance," "Commercial General Liability Insurance," and "Motor Vehicle Liability" shall be amended to provide as follows: "The selected hauler understands and agrees that 60 days advance written notice of cancellation, non-renewable, reduction or material change in the insurance shall be sent to the address on file for the City of Ypsilanti."

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

In Witness whereof, the Parties hereto set their hands.

By the duly elected or appointed representatives of the

CITY OF YPSILANTI:

Mayor, Beth Bashert

8-27-19

Date

City Clerk, Andrew Hellenga

8-27-19

Date

BY THE DULY APPOINTED REPRESENTATIVES OF STEVENS DISPOSAL & RECYCLING SERVICE, INC.

CONTRACTOR acknowledges by his/her signature on this document that CONTRACTOR has received a copy of this AGREEMENT, including all attachments, and is in full agreement with the terms as imposed upon the CONTRACTOR by this AGREEMENT and that the CONTRACTOR will comply with those terms and conditions.

Jim May, Residential Sales Manager with full
Corporate Authority

9/16/2019

Date

Witness

9/16/19

Date

APPROVED AS TO FORM:



JOHN M. BARR P-10475
Ypsilanti City Attorney

ATTACHMENTS (In the event of a conflict between the language of this primary AGREEMENT and any attachments, the language and terms of this primary AGREEMENT take precedence):

Appendix A: CITY issued a Request for Proposals for Solid Waste Collection

Appendix B: CONTRACTOR submitted a proposal



REQUEST FOR LEGISLATION
April 16, 2024

For: Mayor and City Council

From: Joe Meyers, Community Services Director

Subject: Resolution No. 2024-072, approving a contract with Safebuilt to provide Building Official Services and Inspections.

SUMMARY & BACKGROUND:

The City of Ypsilanti began contracting with Pittsfield Township in 2007 to provide building official and inspection services. In January 2024, the township notified the city that, with the upcoming retirement of their building official, they would no longer be able to provide the service effective April 30, 2024. Since the notification, the city has begun getting quotes from three service companies. All three companies charge slightly different rates and types of rates, and all are qualified and provide services for multiple communities throughout the state. The companies we received quotes from were Carlisle Wartman, Safebuilt, and McKenna. The quotes are as follows:

McKenna	
Building Inspection/Official Services	75% of permit
Trade Fill in	\$102 per hour
Plan Review 0- 1 million	.003 of building value
Plan Review over 1 million	.00078 of building value over 1 million
Carlisle Wartman	
Building Inspections	\$75 per inspection
Building Official	\$10,000 per month retainer
Plan Review	\$130 per hour
Safebuilt	
Building Inspection Services	\$95 per hour (4 hour minimum)
Building Official	\$110 per hour (4 hour minimum)
Plan Review	\$95 per hour (1 hour minimum)

In reviewing an average of the past five years of permits, the estimated cost would be:

McKenna	
Building Inspection/Official Services	\$248,954.00

Carlisle Wartman	
Building Inspections	\$58,500.00
Building Official	\$120,000.00
Total	\$178,500.00
Safebuilt	
Building Inspection Services	\$59,280.00
Building Official	\$45,760.00
Total	\$105,040.00

In reviewing the quotes, staff feel that Safebuilt is qualified and the lowest cost option.

RECOMMENDED ACTION: Approve Safebuilt's quote for building inspection, plan review, and building official services to begin on May 1, 2024.

ATTACHMENTS: Safebuilt's draft contract

RECOMMENDED ACTION:

ATTACHMENTS:

1. Resolution No. 2024-072
2. Draft Agreement

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: April 16, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-073
April 16, 2024



Resolution No. 2024-072
April 16, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS the City of Ypsilanti operates a building department for issuance of building permits and inspections through the city; and

WHEREAS the City of Ypsilanti 's current provider has indicated that they no longer wish to provide the service effective May 1, 2024, and

WHEREAS the City of Ypsilanti obtained three quotes for service from McKenna, Carlisle Wartman, and Safebuilt; and

WHEREAS Safebuilt was the lowest cost qualified provider; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the draft agreement with Safebuilt to be approved by the city attorney and signed the Mayor and City Clerk.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF YPSILANTI, MICHIGAN
AND SAFEbuilt MICHIGAN, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between City of Ypsilanti, Michigan ("Municipality") and SAFEbuilt Michigan, LLC, a wholly owned subsidiary of SAFEbuilt, LLC ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that

request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED \$2,000,000.

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer,

recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100 % of the employee's annual salary including bonus and training certification.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:

Andrew Hellenga, Building Official
City of Ypsilanti, Michigan
One S. Huron Street
Ypsilanti, MI 48197
Email: ahellenga@cityofypsilanti.com

If to Consultant:

Joe DeRosa, CRO
SAFEbuilt, LLC
444 North Cleveland, Suite 444
Loveland, CO 80537
Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Michigan, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt Michigan, LLC

City of Ypsilanti, Michigan

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building Inspection Services

- Consultant utilizes an educational, informative approach to improve the customer's experience
- Perform code compliance inspections to determine that construction complies with approved plans
- Meet or exceed agreed upon performance metrics regarding inspections
- Provide onsite inspection consultations to citizens and contractors while performing inspections
- Return calls and emails from permit holders in reference to code and inspection concerns
- Identify and document any areas of non-compliance
- Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

Remote Plan Review Services

- Provide plan review services electronically or in the traditional paper format
- Review plans for compliance with adopted building codes, local building amendments or building ordinances
- Be a resource to applicants on submittal requirements and be available throughout the process
- Provide feedback to keep plan review process on schedule
- Communicate plan review findings and recommendations in writing
- Return a set of finalized plans and all supporting documentation
- Provide review of plan revisions and remain available to applicant after the review is complete

2. MUNICIPAL OBLIGATIONS

- Municipality will issue permits and collect all fees
- Municipality will provide Consultant with a list of requested inspections and supporting documents
- Municipality will intake plans and related documents for pick up by Consultant or submit electronically
- Municipality will intake plans and related documents and submit to Consultant electronically (TX)
- Municipality will provide a monthly activity report that will be used for monthly invoicing
- Municipality will provide zoning administration for projects assigned to Consultant
- Municipality will provide codes books for front counter use
- Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax
- Municipality to adopt commercial plan review fee schedule and obtain delegated status

3. TIME OF PERFORMANCE

- Consultant will perform Services during normal business hours excluding Municipal holidays
- Services will be performed on an as-requested basis
- Building Official or designated representative will be available at the Municipal offices mutually agreed upon
- Inspectors will be dispatched on an as-requested basis
- Inspectors will be dispatched daily or as-requested
- Consultant representative(s) will be on-site weekly based on activity levels
- Consultant representative(s) will be available by phone and email
- Consultant representative(s) will meet with the public by appointment
- Additional Inspectors will be dispatched on an as-needed basis

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	– Single-family within	5 business days	5 business days or less
	– Multi-family within	7 business days	7 business days or less
	– Small commercial within (under \$2M in valuation)	7 business days	7 business days or less
	– Large commercial within (over \$2M up to \$10M in valuation)	10 business days	10 business days or less
	– Over \$10M in valuation	Based on project complexity	Based on project complexity

REMOTE PLAN REVIEW DELIVERABLES			
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment via telephone		
TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	– Single-family within	7 business days	5 business days or less
	– Multi-family within	10 business days	7 business days or less
	– Small commercial within (under \$2M in valuation)	10 business days	7 business days or less
	– Large commercial within	15 business days	10 business days or less

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- Upon completion of the initial term and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	STANDARD HOURLY RATE*
Building Inspection Services	\$95.00 per hour – four (4) hour minimum
Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.	
*Services requested beyond normal business hours, Monday through Friday, will be invoiced at one-and-a-half times (1.5x) the standard rate with a two (2) hour minimum.	
Services requested on Saturdays, will be invoiced at one-and-a-half (1.5) times the standard rate with a four (4) hour minimum.	
Services requested on Sunday or US Federal holidays will be invoiced at two (2) times the standard rate with a four (4) hour minimum.	

Remote Plan Review Fee Schedule:	
Plan Review	\$95.00 per hour – one (1) hour minimum
Consultant costs for shipping/handling of paper plans will be assessed at invoice	

EXHIBIT C – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
 - ✓ Municipal technology point of contact information including name, title, email and phone number
 - ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

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Resolution No. 2024-073
April 16, 2024

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: