



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, November 12, 2024 @ 7:00 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. Proclamation honoring Jane Schmiedeke.
- B. FedUp Ministries update and report, per agreement with the City of Ypsilanti.
- C. WATER STREET PCB Site Characterization and Cleanup Plan Update.

VII. ORDINANCES FIRST READING

- A. Ordinance No. 1441 - An Ordinance to Amend Chapter 80, Entitled "Parks and Arts" of the Code of Ordinances.
Public Hearing Resolution No. 2024-242, close the public hearing.
Resolution No. 2024-243, determination.

VIII. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. PUBLIC HEARING to allow for public comment regarding the USEPA Clean Up Grant Application.
Resolution No. 2024-244, close the public hearing.
- B. Resolution No. 2024-245 Approving the minutes of the Regular and Special Council Meetings of October 15, 2024.
- C. Resolution No. 2024-246 honoring the First United Methodist Church of Ypsilanti on its Bicentennial Anniversary.

- D. Resolution No. 2024-247 Approving the contract for legal services with Conlin, McKenny, and Philbrick, P.C. and of Randolph T Barker as City Attorney, and Allen J. Philbrick, W. Daniel Troyka, Stephen K. Postema, Marjorie M Dixon, and John M. Barr as Assistant City Attorneys, and Randolph T Barker as FOIA Coordinator and Jennifer Healy as Deputy FOIA Coordinator.
- E. Resolution No. 2024-248 Approving the Memorandum of Understanding with the Shelter Association of Washtenaw County to support the warming center at the Freighthouse.
- F. Resolution No. 2024-249 Approving the Memorandum of Understanding with the Shelter Association of Washtenaw County, the City of Ypsilanti, and St. Luke's Episcopal Church.
- G. Resolution No. 2024-250 Approving the updated Memorandum of Understanding with Growing Hope for their Farmers Market.
- H. Resolution No. 2024-251 Approving changes to the Fee Schedule for the Department of Public Works, as presented.
- I. Resolution No. 2024-252 Approving vehicle purchases for DPW in the total amount of \$524,598 to be expended from the appropriate motorpool capital accounts, with any change orders to be approved by the City Manager.
- J. Discussion Regarding Conflict Resolution and a Commitment to Conflict Resolution.
- K. Discussion Regarding the City Council Organizational Meeting.
- L. Discussion Regarding Youth Mini Grants.

IX. 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

X. LIAISON REPORTS

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Urban County

D. Ypsilanti Downtown Development Authority

E. Friends of Rutherford Pool

XI. COUNCIL PROPOSED BUSINESS

XII. COMMUNICATIONS FROM THE MAYOR

XIII. COMMUNICATIONS FROM THE CITY MANAGER

XIV. COMMUNICATIONS

A. A Summary of Activities and a Draft Budget from the Washtenaw Regional Resource Management Authority (WRRMA).

XV. PUBLIC COMMENT (3 MINUTES)

XVI. REMARKS FROM THE MAYOR

XVII. ADJOURNMENT

A. Resolution No. 2023-, 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.



PROCLAMATION

WHEREAS, the City of Ypsilanti wishes to acknowledge and pay tribute to exceptional individuals that greatly contribute to our community and quality of life; and

WHEREAS, Jane Bird Schmiedeke was an Ypsilanti resident from 1955 until her passing September 11, 2024, and was a strong advocate for Ypsilanti's historic buildings; and

WHEREAS, in 1971 Jane Schmiedeke joined with Nathalie Edmunds and successfully petitioned a developer to halt plans for razing five historic structures on North Huron Street just north of St. Luke's Episcopal Church; and

WHEREAS, in 1972 Jane Schmiedeke was appointed to chair the Historic District Study Committee that researched and surveyed the city; and

WHEREAS, in 1974 Jane Schmiedeke co-founded the Ypsilanti Heritage Foundation that recognizes and supports historic preservation efforts throughout the city; and

WHEREAS, Jane Schmiedeke researched and lobbied for the Ypsilanti Historic District Ordinance that was unanimously passed by Ypsilanti City Council in 1978, thereby establishing the local historic district; and

WHEREAS, Jane Schmiedeke served continuously as a member of the Historic District Commission for 41 years, including 34 continuous years as chair, guiding and mentoring many along the way; and

WHEREAS, Jane Schmiedeke's historic preservation efforts extended to the protection of Michigan's architectural heritage as a founding member and board member of the Michigan Historic Preservation Network, which awarded her with its Lifetime Achievement Award; and

WHEREAS, Jane Schmiedeke's tireless historic preservation efforts over more than 50 years have resulted in a City of Ypsilanti that is known for its wealth of historic buildings, and the city's residents, business owners, and visitors enjoy an improved quality of life and an enhanced sense of shared history, continuity, and community because of her efforts.

NOW, THEREFORE, I, NICOLE BROWN, MAYOR of the City of Ypsilanti, on behalf of the City Council, do hereby thank Ms. Jane Bird Schmiedeke for her lifetime of advocacy and unparalleled leadership in historic preservation in the City of Ypsilanti, and we celebrate her life as we extend heartfelt condolences to her family and friends for their loss.

Given under my hand and seal of the
City of Ypsilanti,

Nicole Brown
Mayor

WATER STREET

PCB Site Characterization and Cleanup Plan Update

November 2024



Funding Sources

Site Characterization/Assessment & Cleanup Funding Sources

Michigan Economic Development Corporation (MEDC):

- Environmental investigation and cleanup grant (expires December 2025)
- Has funded 2023-2024 PCB site characterization and waste characterization activities; will fund 2025 PCB cleanup activities

United States Department of Housing and Urban Development (HUD):

- Economic Development Initiative (EDI) Community Project Funding (expires 2031)
- Will fund further assessment activities in 2025 and beyond

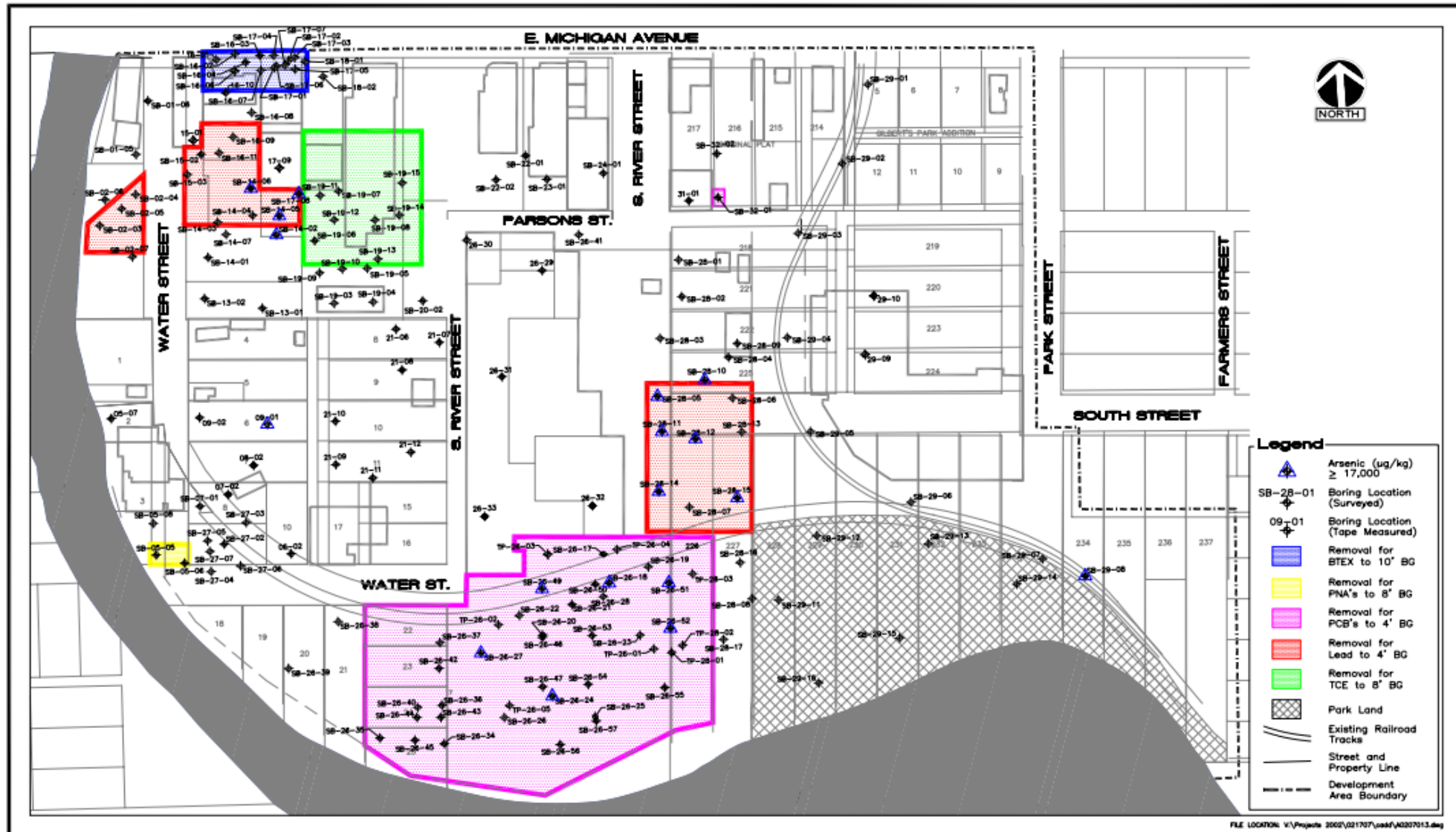
United States Environmental Protection Agency (USEPA) Cleanup Grant Application:

- USEPA Cleanup Grant Application to be submitted November 2024
- If awarded, USEPA Cleanup Grant funds would be used to conduct cleanup activities for up to a four-year period

The background of the slide is a faded, blue-tinted photograph of a large building being demolished. Several cranes are visible, with their long jibs extending upwards. The building's structure is partially dismantled, showing internal floors and walls. The entire scene is overlaid with a semi-transparent blue rectangle that serves as a backdrop for the title.

Cleanup Approach

Status of Spatially Extensive Areas of Contamination, ca. 2002



Status of Spatially Extensive Areas of Contamination, ca. 2023

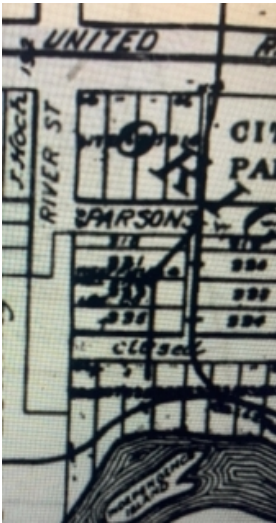
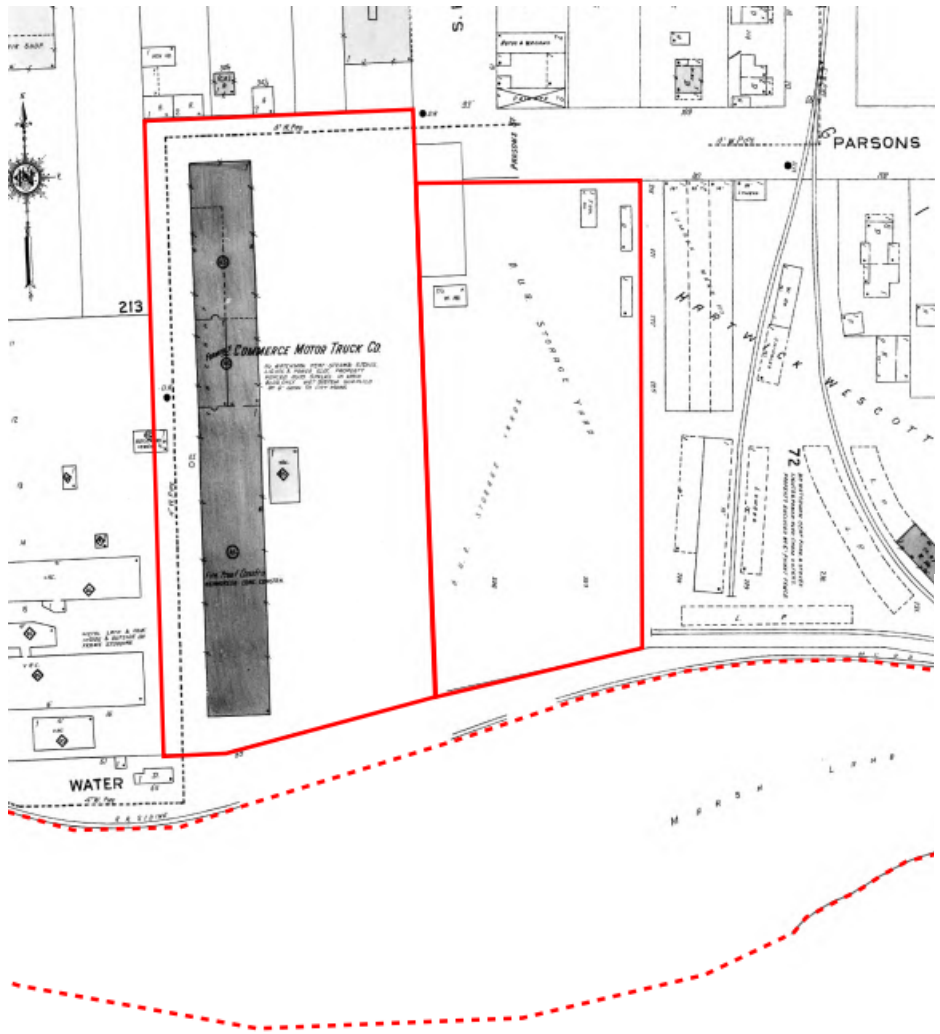


- Spatially extensive areas of contamination on northern/western portions of site remediated to extent feasible from 2004-2011
- Limited PCB soil cleanup on central portion of site conducted in 2011
- Former DUR storage yard, western marsh, and former manufacturing facility footprint were proposed for extensive PCB site characterization activities in 2023
- Former eastern marsh was proposed for limited PCB site characterization activities in 2023, with a noted likely need for additional site characterization activities in the future

The background of the slide is a dark blue overlay on a photograph of a multi-story building under construction. Several large tower cranes are visible, their lattice structures extending upwards. The building's facade shows signs of active construction, with some windows and structural elements visible. The overall scene is industrial and focused on urban development.

PCB Focus, 2021-Present

Potential PCB Source Areas



4.1.1 Railroad (On-board) Transformers

The category of electrical equipment most stringently regulated by EPA is Railroad (on-board) Transformers. Table 4-1 contains a list of Railroad Transformers owned by railroad organizations.

In addition to complying with marking requirements listed in 40 CFR, Part 761.40, Railroad Transformers containing PCB dielectric fluid must comply with the following summarized provisions.

USE RESTRICTIONS:

- o All owners of Railroad Transformers containing PCB dielectric fluid must reduce the PCB concentration levels contained therein according to timetables established by EPA in January, 1983.
- a) PCB concentrations must be reduced to 60,000 ppm by July 1, 1984.

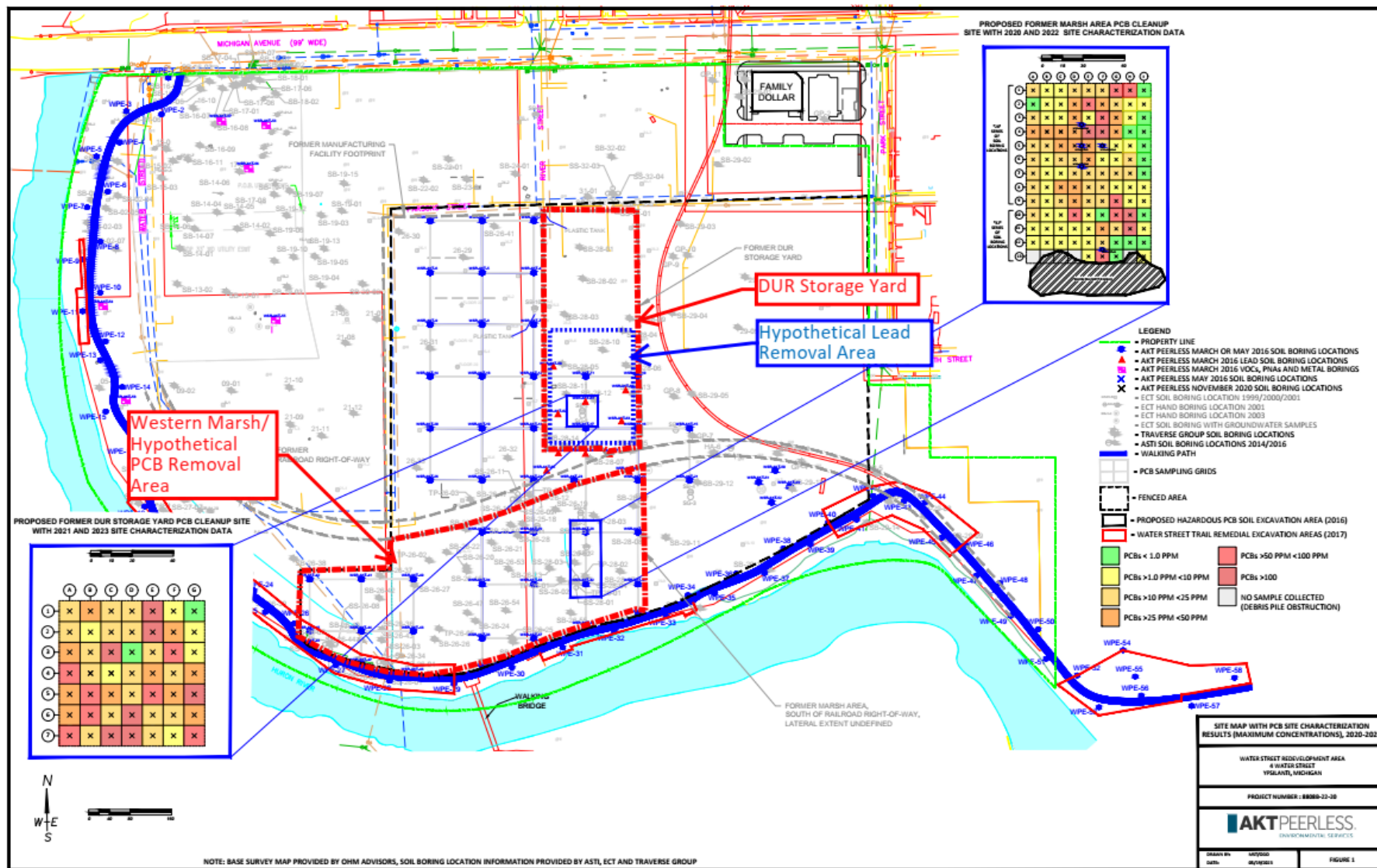
3.7 FILL MATERIALS

Historical documentation indicated that the Subject Property was formerly a marsh area along the river. During the conduct of a subsurface investigation, evidence was encountered that indicated imported fill materials and debris was used to fill the property. The origin of

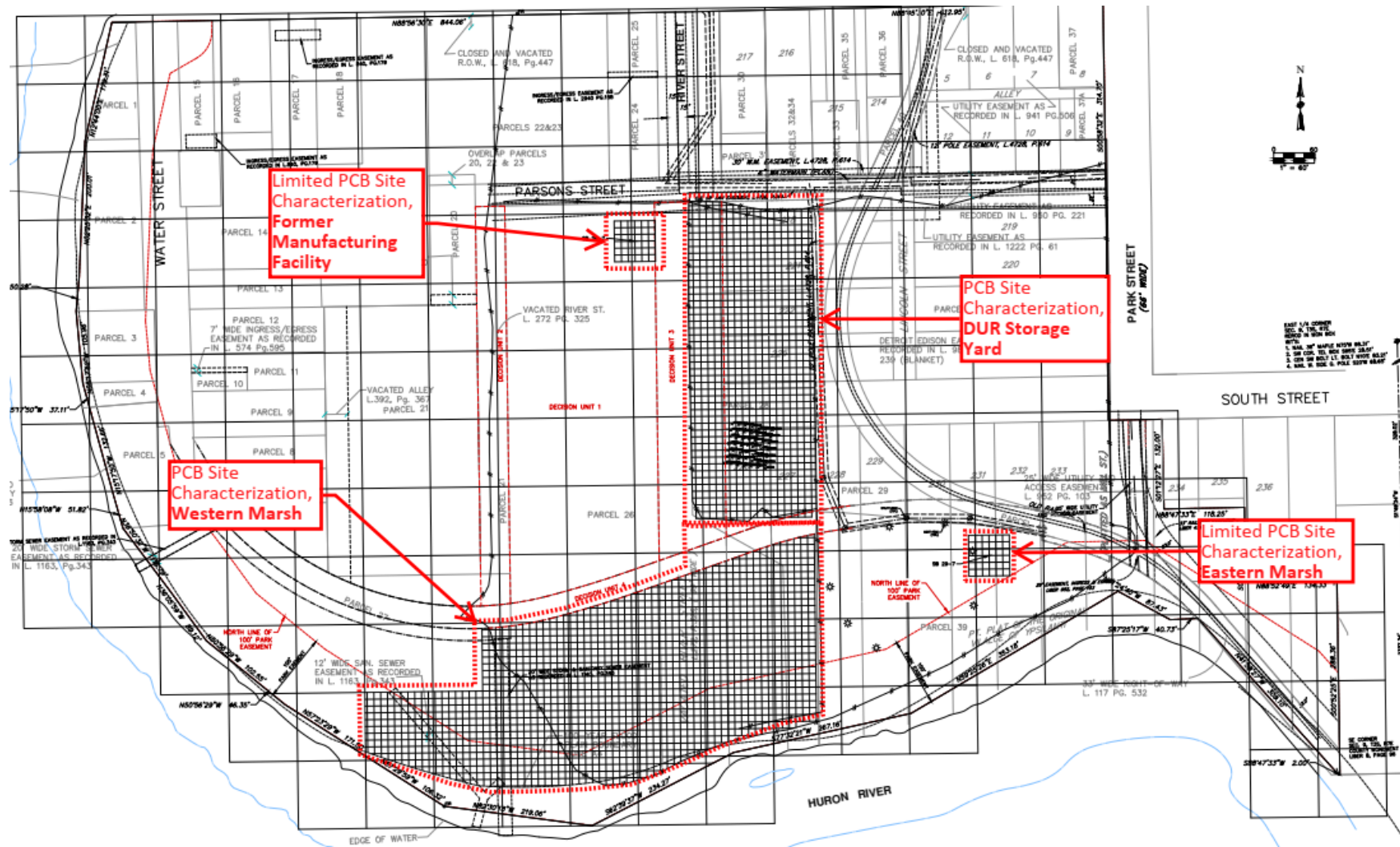
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Draft

this fill material is unknown; however, it appears to be construction and/or demolition debris.

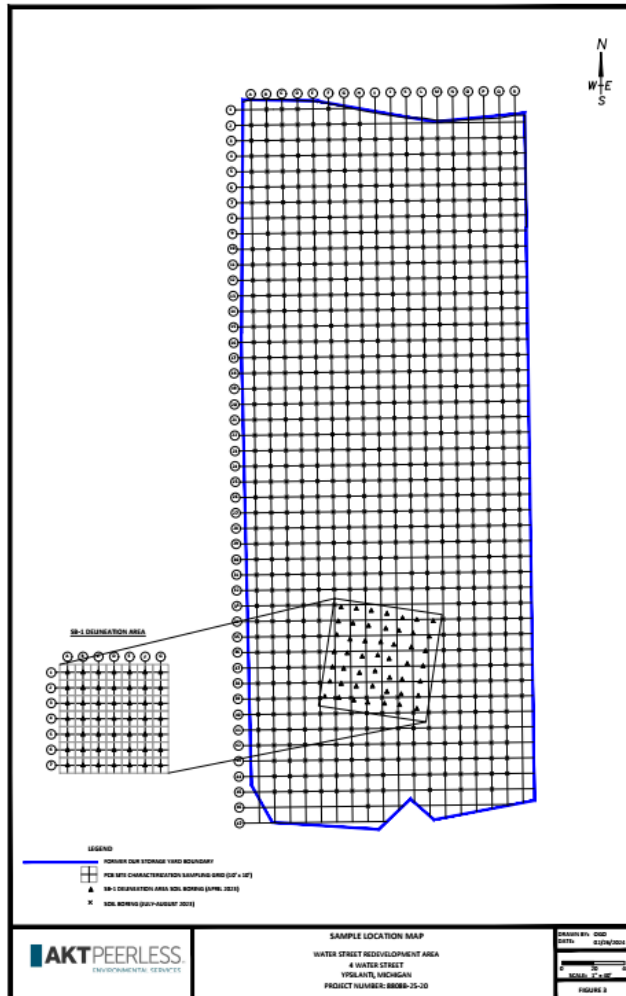
PCBs in the Hypothetical PCB & Lead Removal Areas, Early 2023



2023 PCB Site Characterization Activities

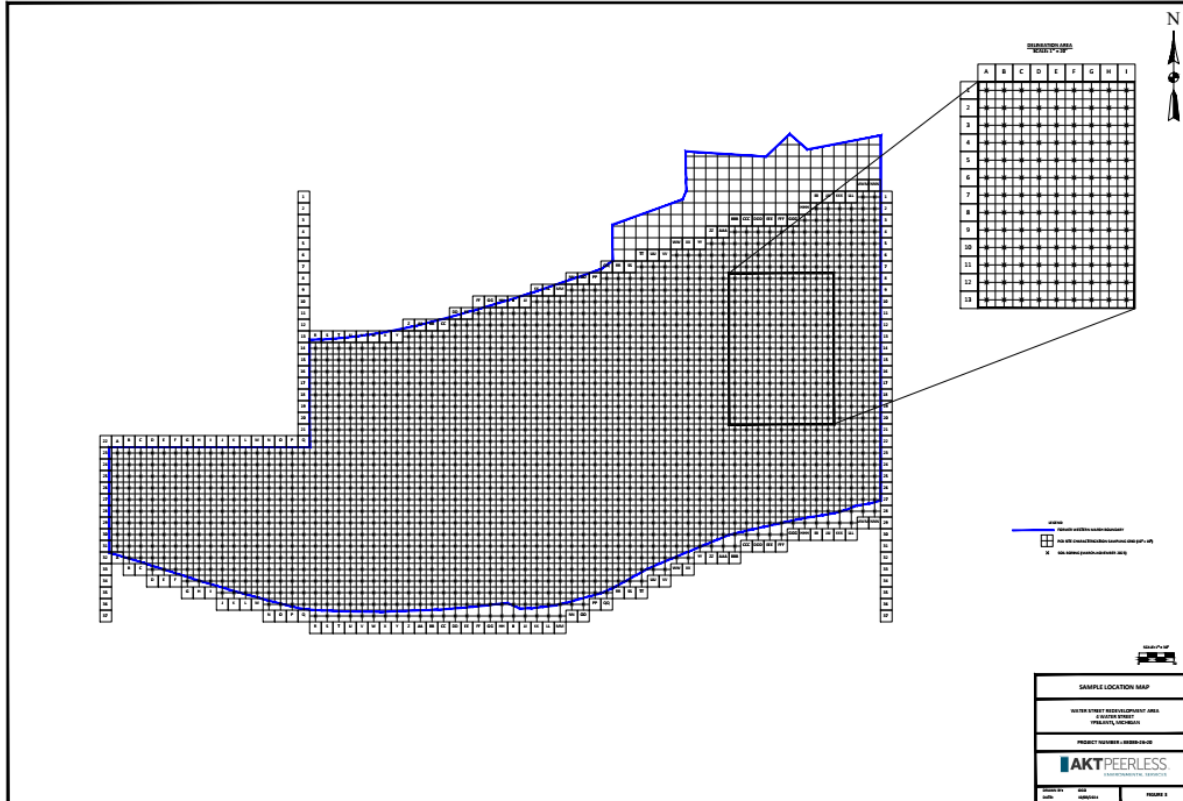


DUR Storage Yard



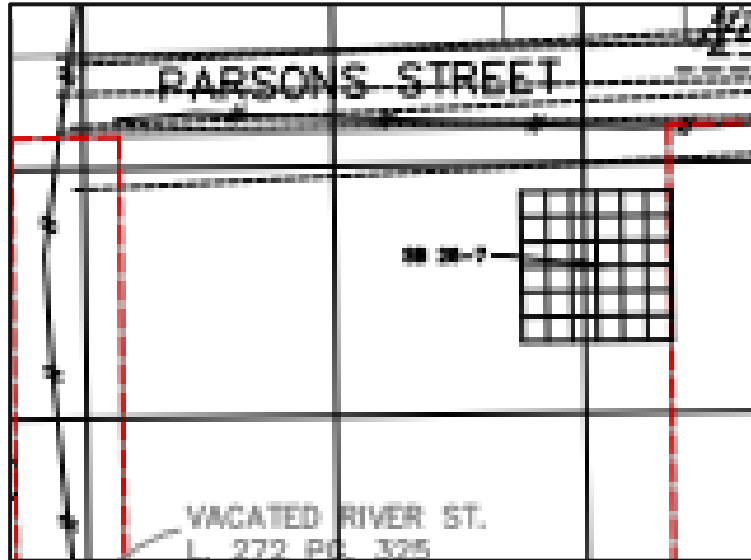
- More than 750 soil borings
- More than 2,300 soil samples submitted for PCBs analysis
- Electromagnetic induction (EMI) survey
- Resource Conservation and Recovery Act (RCRA) waste characterization sampling

Western Marsh



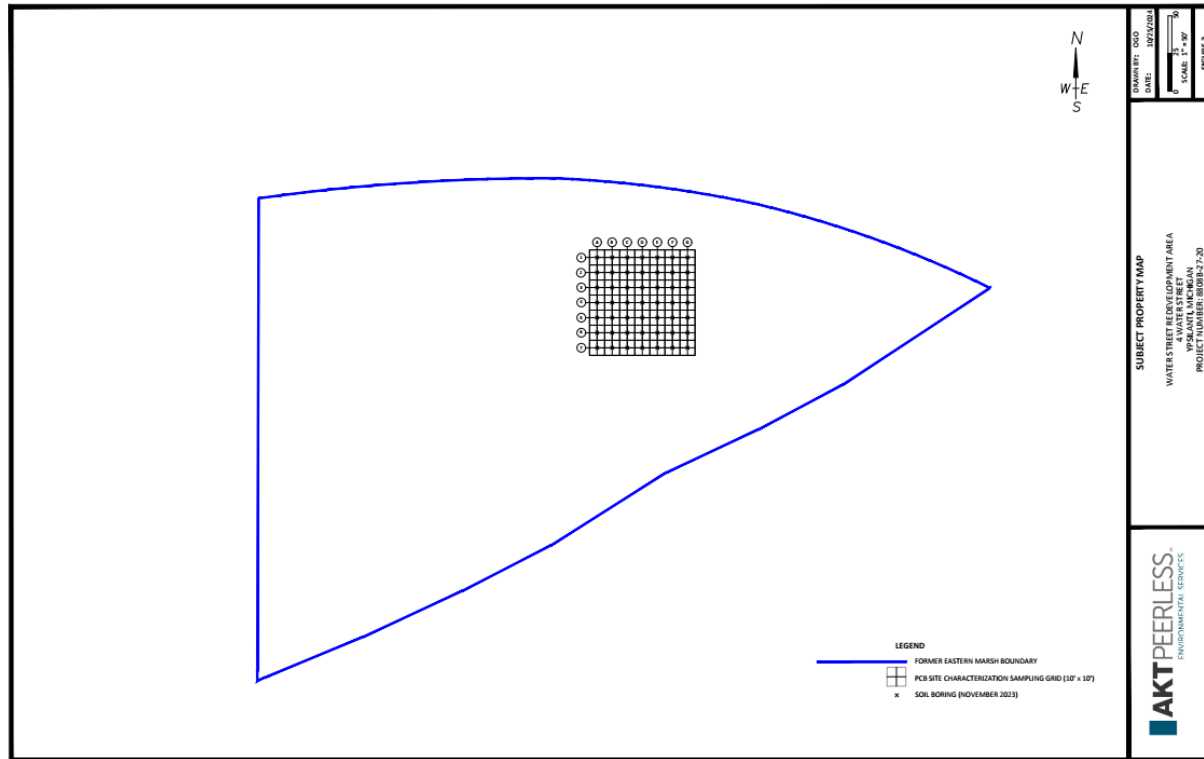
- More than 1,000 soil borings
- More than 6,000 soil samples submitted for PCBs analysis

Former Manufacturing Facility (Limited)

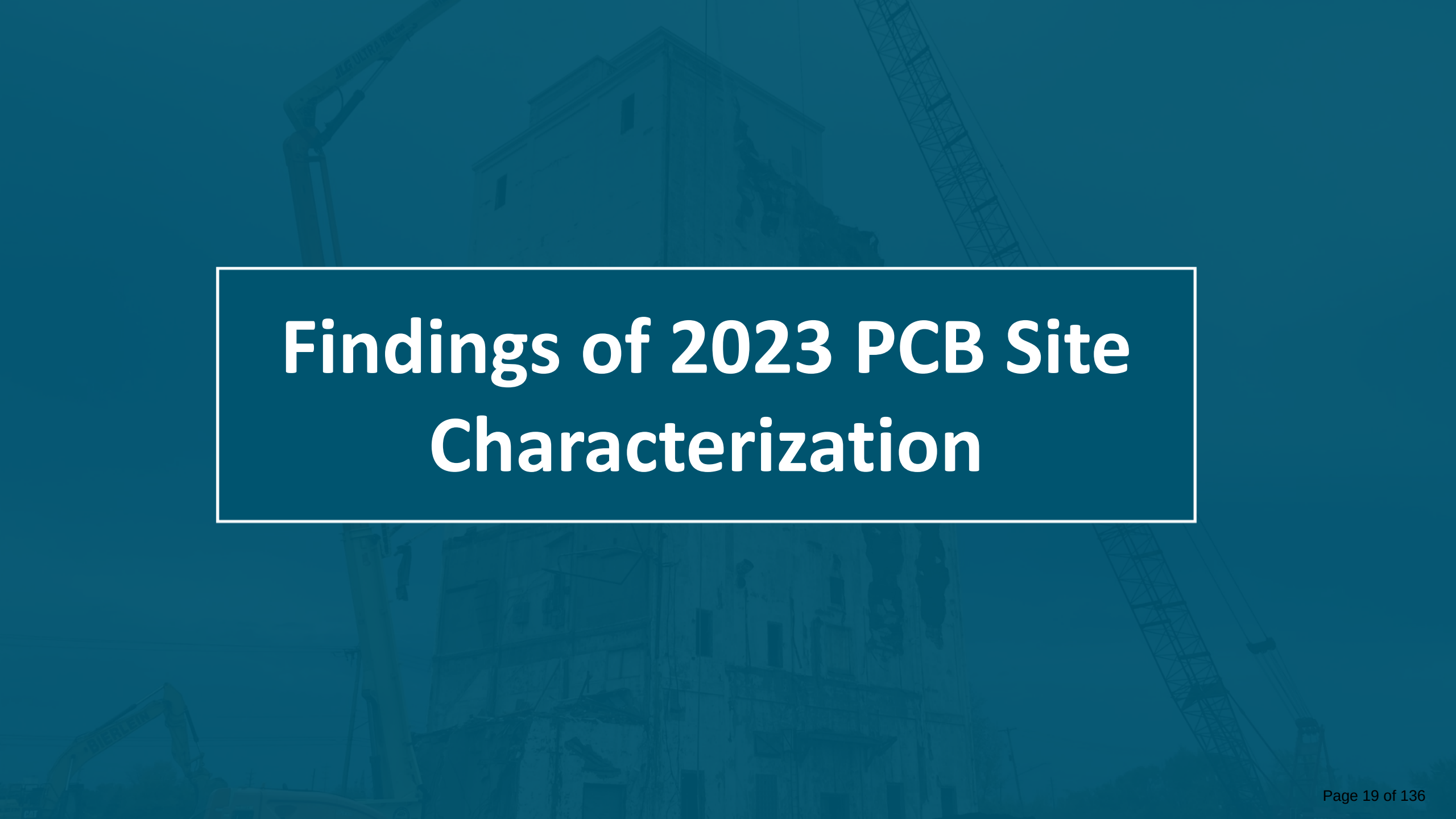


- 49 soil borings
- 170 soil samples submitted for PCBs analysis

Eastern Marsh (Limited)

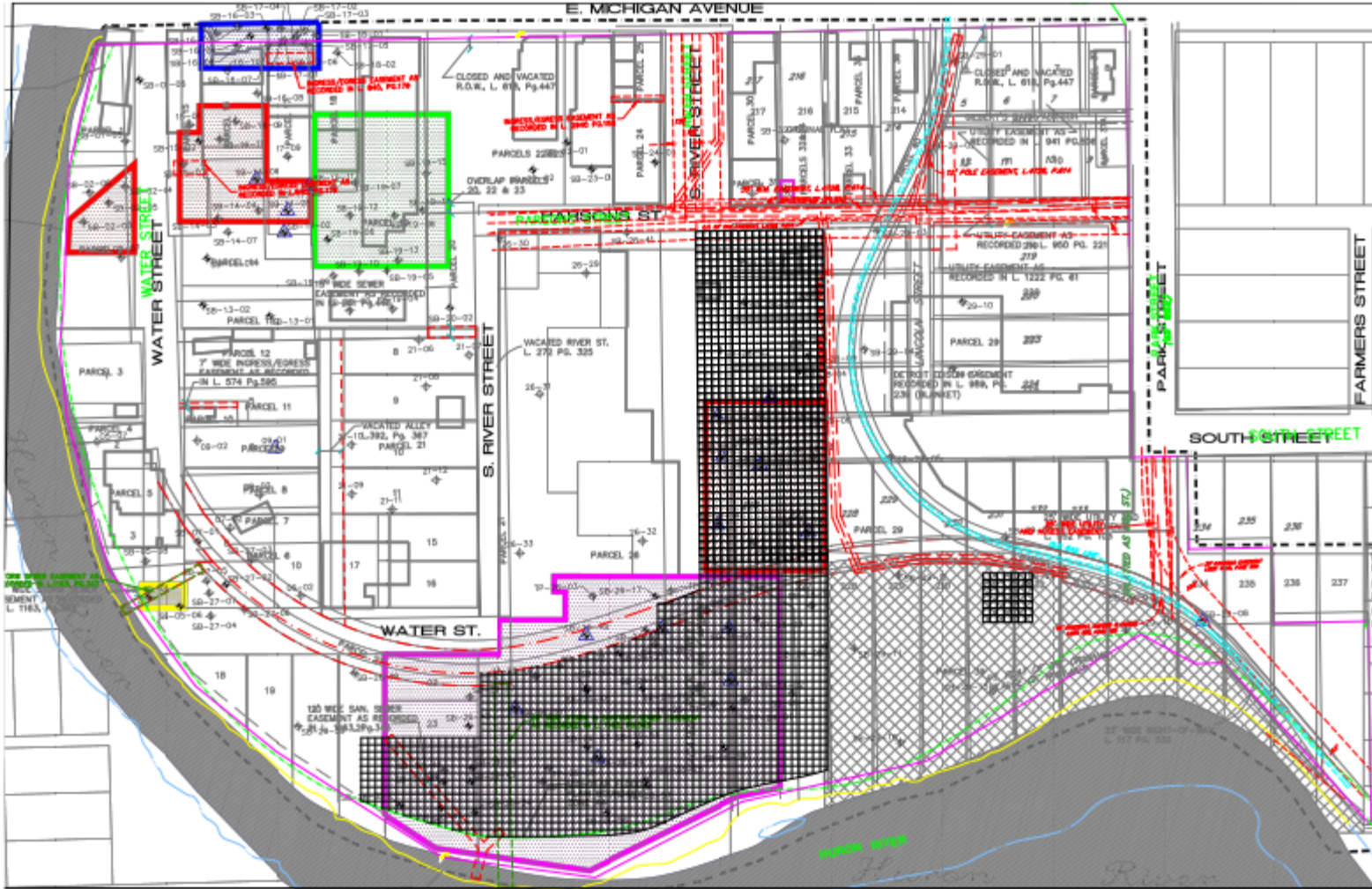


- 49 soil borings
- 784 soil samples submitted for PCBs analysis

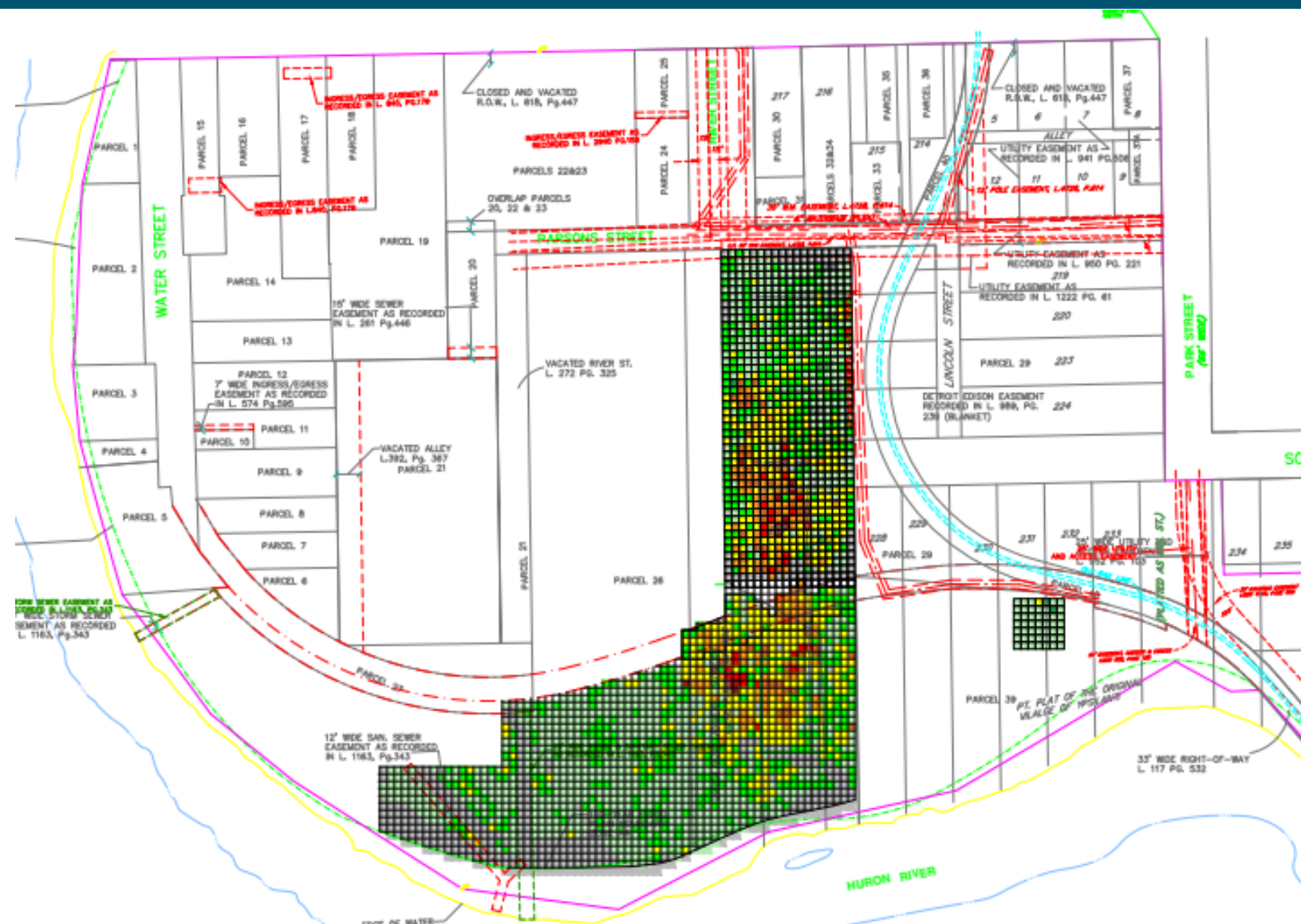
The background of the slide is a faded, blue-tinted photograph of a large building being demolished. Several cranes are visible, with one crane arm prominently in the upper left and another in the upper right. The building's structure is partially dismantled, showing internal floors and walls. The entire scene is overlaid with a semi-transparent blue rectangle that contains the title text.

Findings of 2023 PCB Site Characterization

Hypothetical PCB & Lead Removal Areas, ca. 2002



PCB & Lead Removal Areas (DUR Storage Yard, Western Marsh), 2024



Detroit United Railway Legacy Contamination

PCB Site Characterization Findings:

- Southwestern half of former DUR storage yard heavily impacted with PCBs at ground surface (i.e., surface spillage)
- Eastern portion of western marsh (i.e., due south of DUR storage yard) impacted with PCBs throughout non-native fill material extending to up to eight feet below ground surface

RCRA Waste Characterization Findings:

- Lead toxicity characteristic results positively correlated with PCB concentrations in former DUR storage yard

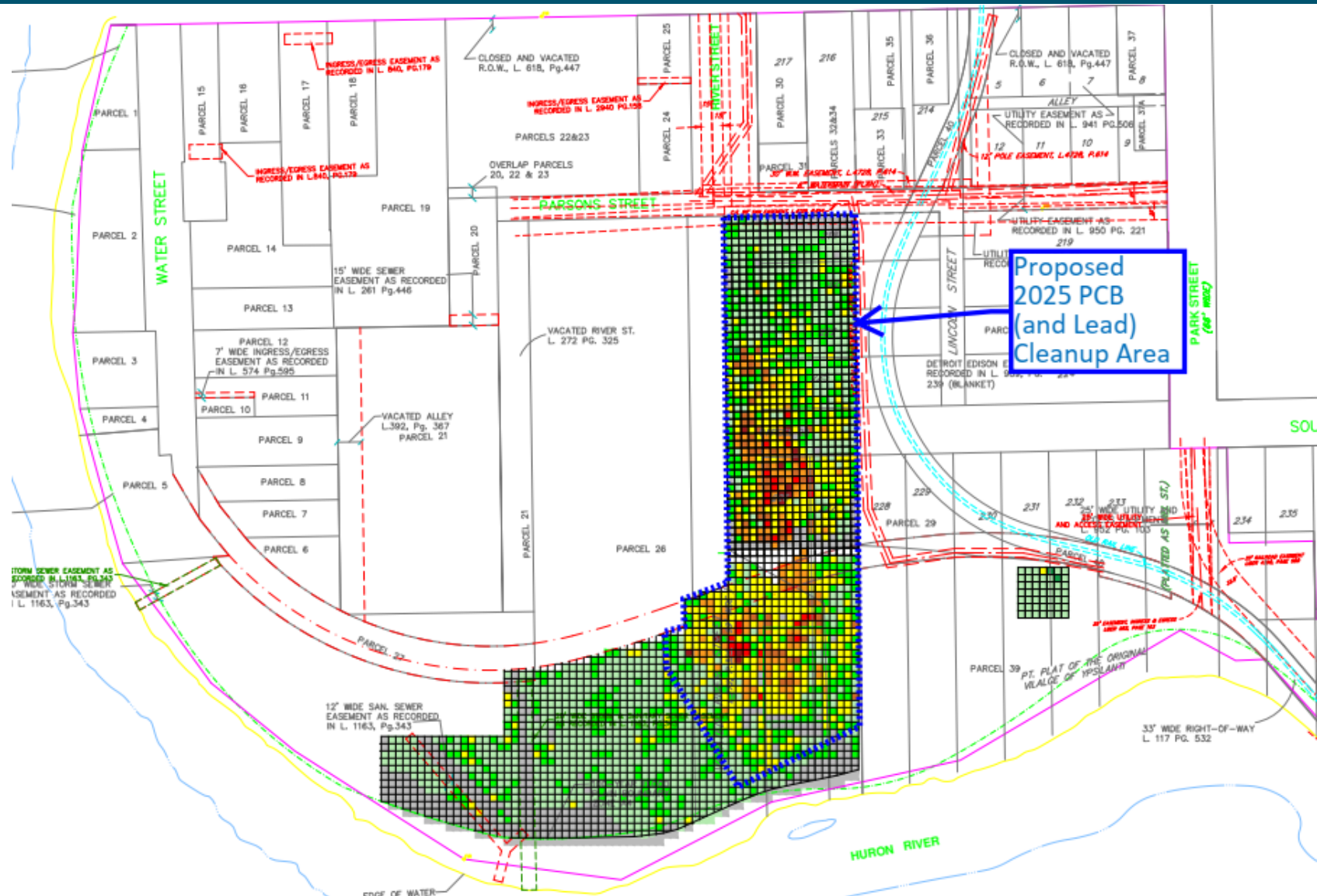
Physical Observation Findings:

- Paint debris evident in pockets of soil boring locations on southern portion of former DUR storage yard and adjacent portion of western marsh to the south

Multiple Lines of Evidence Conclusions:

- DUR rail car painting/stripping and on-board transformer service operations were likely conducted together on southwestern half of the former DUR storage yard
- Dielectric fluid-soiled material (PCBs) and paint debris (lead) likely accumulated in the DUR storage yard and were dumped in the marsh area to the south in the late 1920s and early 1930s

PCB & Lead Removal Areas (DUR Storage Yard, Western Marsh), 2024



Former Manufacturing Facility

Limited PCB Site Characterization Findings:

- PCBs were identified at detectable concentrations in 20% of soil samples submitted for analysis
- Only 2% of soil samples contained PCBs at concentrations > 1 ppm, with a maximum concentration of 1.5 ppm

General Conclusions:

- Based on historical research, previous subsurface investigations, and previous limited PCB cleanup activities, concentrations of PCBs within the former manufacturing facility footprint are still expected to present relatively low exposure risk and pose relatively low additional cleanup cost
- To maximize use of remaining MEDC funding, incremental sampling methodology (ISM) investigation for former manufacturing facility footprint to be conducted with HUD funding

Eastern Marsh

Limited PCB Site Characterization Findings:

- PCBs were identified at detectable concentrations in 11% of soil samples submitted for analysis
- Approximately 4% of soil samples contained PCBs at concentrations > 1 ppm
- Approximately 0.25% of soil samples contained PCBs at concentrations > 50 ppm
- Most of the PCB-impacted fill material is buried more than five feet below ground surface

Physical Observation Findings:

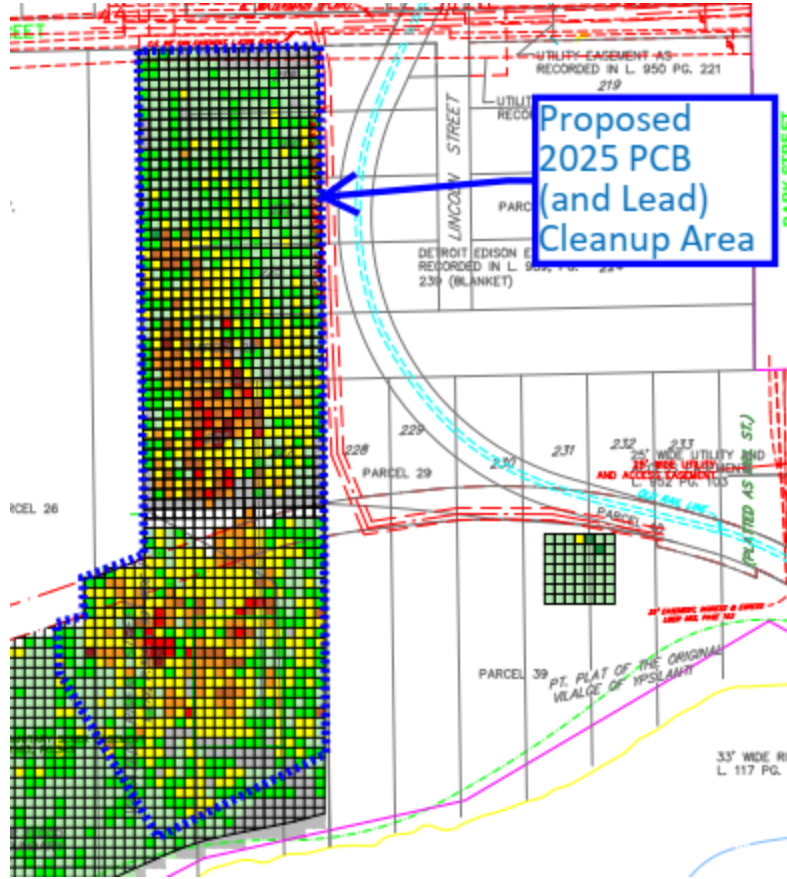
- Non-native fill material was identified to depths of 16 feet below ground surface in the study area

General Conclusions:

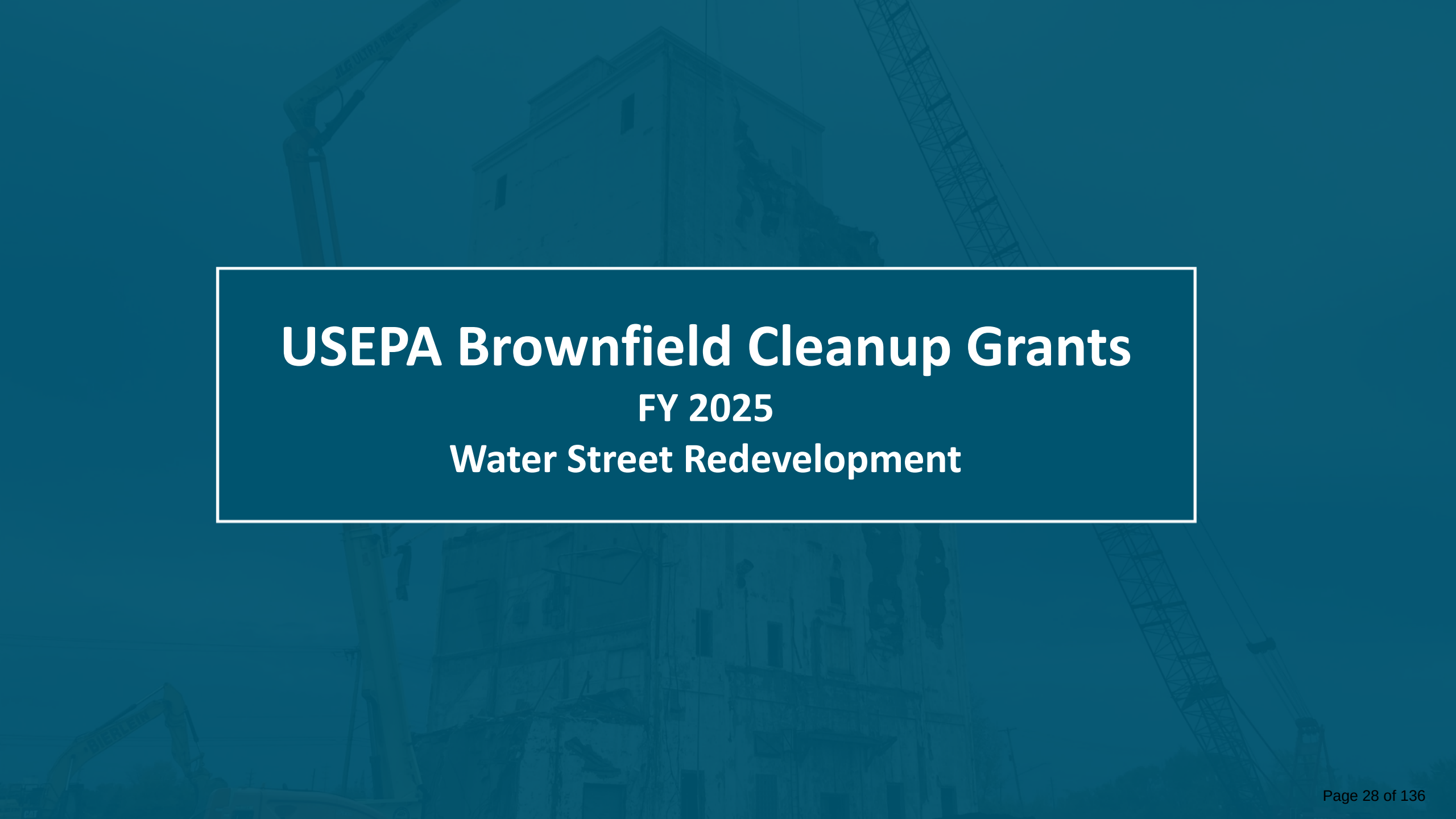
- The eastern marsh/former Gilbert Park was likely mined and subsequently landfilled before the western marsh
- The source of PCBs in the eastern marsh may be separate and distinct from DUR storage yard operations and the horizontal and vertical extent of PCB impact is not fully defined
- Further assessment of the eastern marsh to be conducted with HUD funding

2025 PCB Cleanup Plan

2025 PCB Cleanup Plan for DUR Legacy Contamination



- Remediate surface and shallow subsurface PCB and lead contamination in DUR storage yard to PCB concentrations < 1 ppm
- Remediate heaviest PCB (and potentially lead) contamination in the adjacent portion of the western marsh until MEDC funding exhausted
- If awarded, supplement MEDC-funded PCB cleanup of marsh (eastern and western) with USEPA Cleanup Grant funds



USEPA Brownfield Cleanup Grants

FY 2025

Water Street Redevelopment

Grant Basics

- No match required
- Nationwide competition
 - Estimated **\$100 million** available
 - Approximately **63 grants**
- City is eligible to apply
- Applications due November 14, 2024
- Winning applicants notified by the end of May 2025

Up to
\$4,000,000
Per project

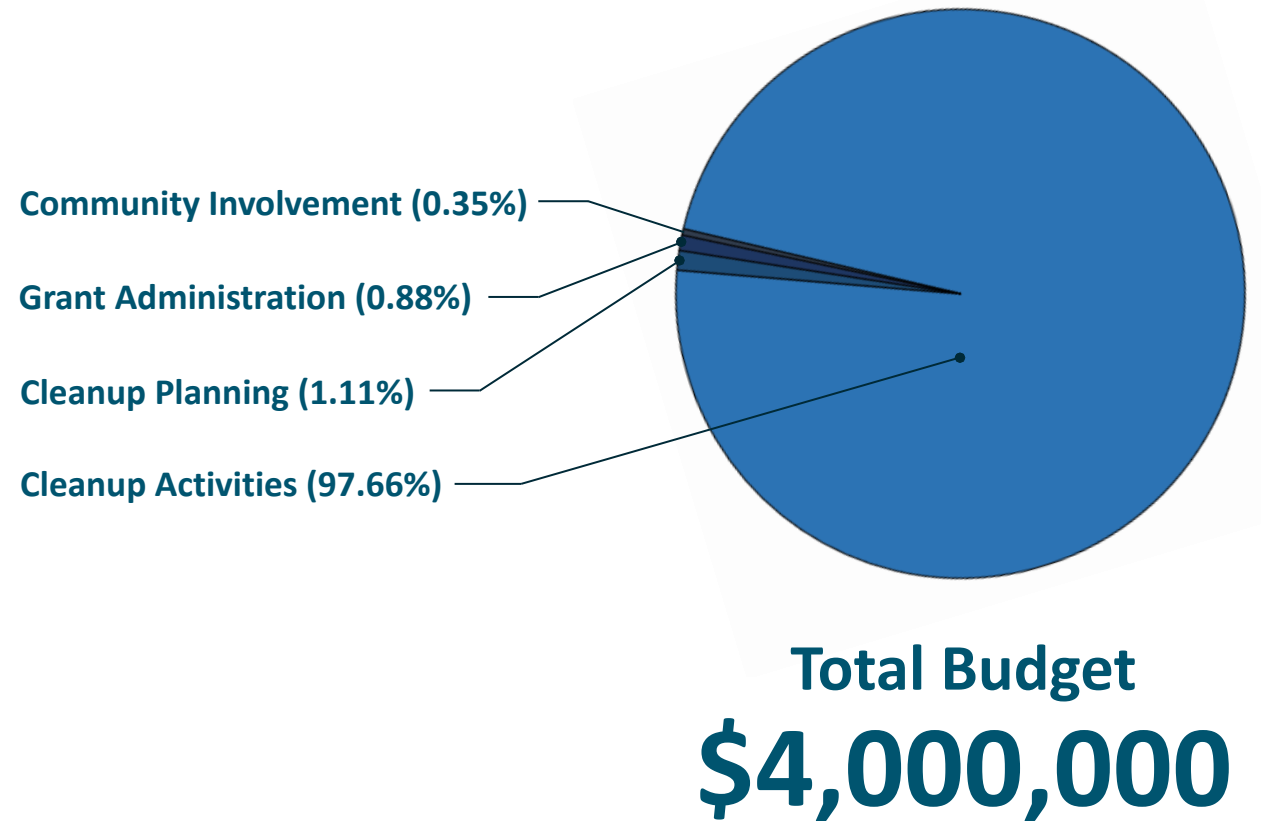
Grant Focus

- Eastern Marsh of the Water Street Redevelopment Area
- Targeted cleanup of PCB contaminated soil
- Other grant activities
 - Community Involvement
 - Cleanup planning and work plan development
 - Grant administration

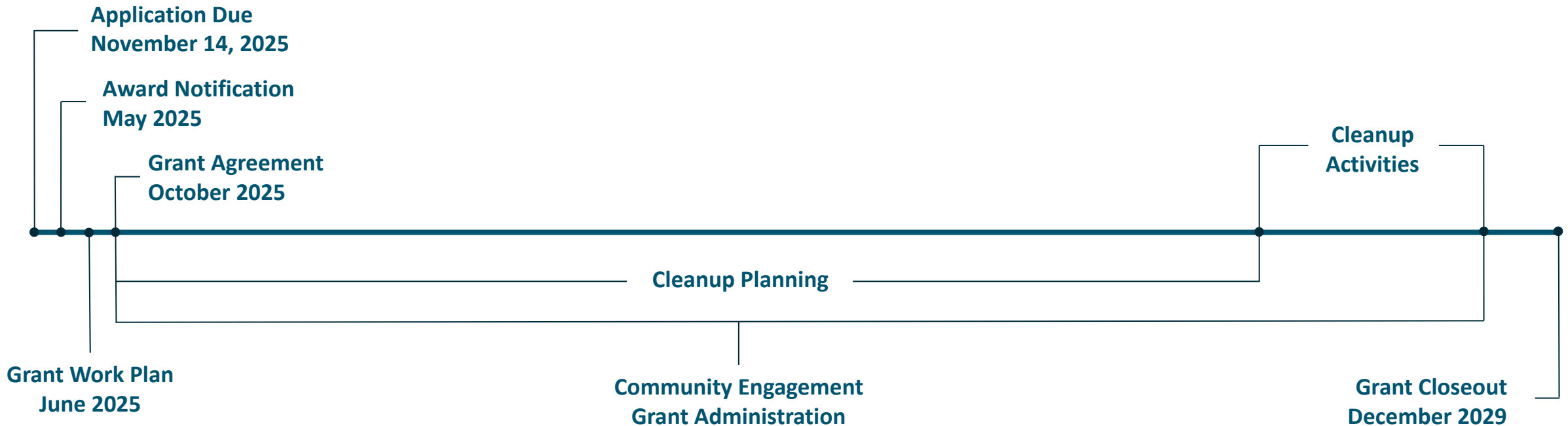


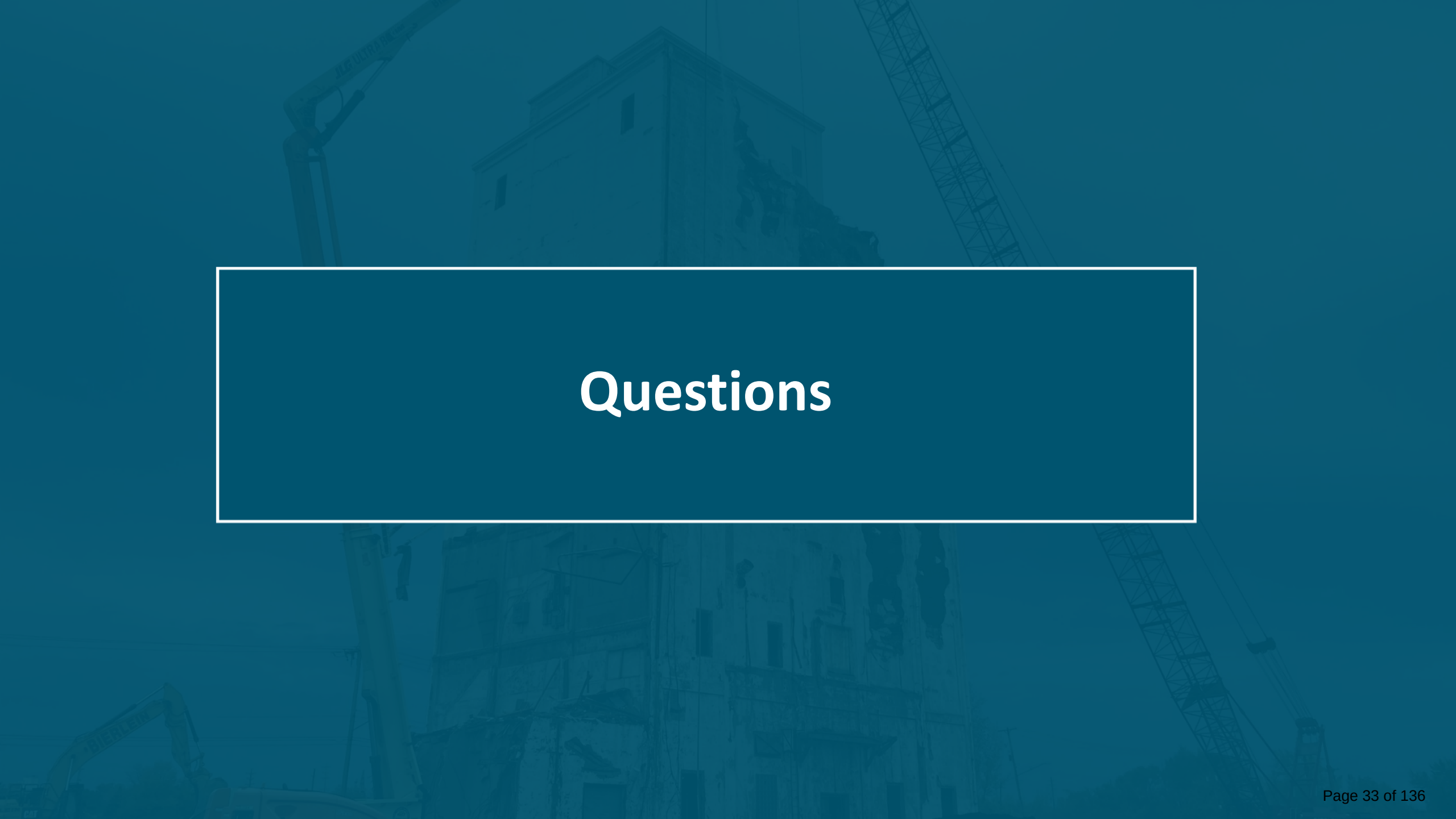
Grant Budget

- **Community Involvement**
 - Public meetings, project updates
- **Cleanup Planning**
 - EPA TSCA Approved Work Plan
 - Compliance with other Federal laws
 - Bid Specifications
- **Cleanup Activities**
 - Targeted removal of highest concentrations of PCB contaminated soil
 - Backfill
- **Grant Administration**
 - Reporting



Grant Timeline



The background of the slide is a faded, blue-tinted photograph of a multi-story building under construction. Several large tower cranes are visible, their lattice structures extending upwards. The building's facade shows signs of active construction, with some windows and structural elements visible. The overall scene is industrial and urban.

Questions

Water Street PCB Cleanup Update – September 2024

The City of Ypsilanti received a grant in December 2022 to investigate and clean up environmental issues at the Water Street site. This work is aimed at making the site more attractive for redevelopment by addressing PCB (chemicals requiring excavation for certain development) contamination.

Contaminated Areas

The cleanup focuses on three key areas:

1. **Former Detroit United Railway (DUR) Storage Yard:** The central part of the site with heavy PCB contamination, mostly the southern half.
2. **Former Marsh Areas:** Areas filled with non-native material. The western marsh has the highest contamination, while the eastern marsh has less contamination, but it has not yet been fully investigated.
3. **Former Manufacturing Facility:** PCBs found here are much lower than in other areas, but the evaluation is incomplete.

Progress and Findings (Feb 2023 - May 2024)

1. DUR Storage Yard:

- High PCB levels were found mostly on the southern half, decreasing with depth.
- Some soil is hazardous due to both PCBs and lead, likely from railcar service activities.
- PCBs have been delineated for a cleanup goal of “high occupancy” future land use through excavation.
- No evidence of buried rail sidings was found, but it could be through excavation.

2. Western Marsh:

- The highest contamination is in a 1.4-acre area south of the DUR storage yard.
- PCBs decrease as you move west, with contamination mostly limited to 20 locations along the edges, reducing the overall footprint.

3. Eastern Marsh:

- PCBs were found in 11% of 780 soil samples, with most showing low levels.
- Two samples contained high concentrations of PCBs, but more investigation is needed.

Delays and Future Plans

The city faced delays in starting the cleanup due to waiting for a \$3 million grant. This caused a hold on excavation work. In June 2024, the issues were resolved, and the city extended the project deadline to 2025.

Recommendations and Next Steps

- Combine the cleanup of the DUR storage yard, western marsh, and nearby areas into one project starting in spring 2025.
- Remove a planned investigation of the manufacturing area from the current project and plan to fund it through a different grant.
- Conduct more tests in the eastern marsh by early 2025 to better define contamination levels.
- Apply for an EPA cleanup grant to fund future cleanup of the eastern and western marsh areas.

This approach will allow the city to maximize its existing funds and address the most contaminated areas first. In early 2025 the city will have three community engagement sessions led by Carlisle Wortman & Associates. This will prepare the community to see site work beginning in the spring of 2025.



REQUEST FOR LEGISLATION

November 12, 2024

From: Bonnie Wessler, Director of Public Works

Subject: Parks and Arts Ordinance Adoption

When the Parks and Recreation Commission and the Arts Commission were merged, council abbreviated their ordinances in order to accommodate the change, and tasked the new Commission with updating the ordinance for the new body. That ordinance is attached.

RECOMMENDED ACTION: Approval

ATTACHMENTS:

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

NOW THEREFORE BE IT RESOLVED, THAT the attached ordinance entitled "Parks and Arts," amending Chapter 80, sections 1-7, be adopted, upon first reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

ORDINANCE NO. 1441

An Ordinance to Amend Chapter 80, Entitled “Parks and Art”

PARKS AND ARTS

Sec. 80-1. Intent.

The intent of this section is to ~~combine the functions of the Ypsilanti Parks Commission and the Art Commission into one commission named the Ypsilanti Parks and Art Commission~~ describe the powers and duties of the Parks and Art Commission.

Sec. 80-2. Ypsilanti Parks and Art Commission.

The Ypsilanti Parks and Art Commission Is hereby established.

Sec. 80-3 Advisory.

The Ypsilanti Parks and Art Commission is strictly advisory. The commission does not have the power to exercise governmental or proprietary authority or perform a governmental or proprietary function and is not subject to the Michigan Open Meetings Act.

Sec. 80-4. Composition.

The Ypsilanti Parks and Art Commission shall consist of not less than three nor more than 11 members, with no more than three two (2) nonresidents ~~nominated by the mayor or two council members and approved by at least five members of city council,~~ to be appointed in accordance with the City Charter.

Sec. 80-5. Term of office.

Members shall serve terms of three years. Terms shall be staggered ~~so at least three member terms are rotated each year.~~

Sec. 80-6. By-laws.

The commission shall set its own by-laws, subject to the approval of city council. By-laws shall include ~~as a minimum of at least three members present to make decisions,~~ provisions for officers, meetings, minutes, posting of minutes, procedure and an annual in-person report to city council. Commission by-laws shall be posted on the city web site.

Sec. 80-7. Purpose and powers.

~~The commission shall investigate, review, study, examine and explore and debate all areas concerning the parks in the city and art in the city and provide recommendations to city council on parks and art in the city.~~

The Commission shall act as an advisory body addressing the city parks system, public recreation, and art in public spaces in the City of Ypsilanti.

The Commission shall have the powers as outlined:

1. Guide the update of the City of Ypsilanti master plans for parks, recreation and arts, and provide review and comment on other proposed plans and updates for the City..

-
2. Make recommendations to the City Council regarding all matters pertaining to the parks system, recreation, and artworks within the City.
 3. Study, formulate, and recommend updated standards and general policies on parks infrastructure, public art, art events, and recreation services on city property and advise on the suitability of related City programs, organization, and financial support.
 4. Review publicly proposed projects related to the city parks, recreation, and artwork, including Adopt-A-Park applications.
 5. Assess and inventory the needs in the parks system, recreational opportunities, and park property and make recommendations for improvements to the City Council and for inclusion in planning documents.
 6. Recommend and review public artworks in parks, with capital projects, City property and facilities, and in other public spaces in the City.
 7. Interpret the objectives of the Parks and Arts Commission to the public and report annually to City Council.
 8. Work with public and private partners to expand arts and recreation opportunities.
 9. The commission shall have all the customary powers of an Ypsilanti board or commission to carry out its purpose, but no power to contract, hire or fire or direct any city employee or bind the city without city council approval.



Resolution No. 2024-243
November 12, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI –

That the public hearing to Amend Chapter 80, Entitled “Parks and Art” be officially closed.

OFFERED BY

SECONDED BY

YES:

NO:

ABSENT:

VOTE:



REQUEST FOR LEGISLATION
11/12/2024

For: Mayor and City Council

From: Katie Jones, Community, Economic Development & Equity Manager

Subject: USEPA Brownfield Cleanup Grants FY 2025

SUMMARY & BACKGROUND:

In the Spring of 2025, the City will remediate the DUR Storage Yard and the adjacent western marsh area until the current MEDC funding is exhausted. Then we will use the HUD EDI through Washtenaw County to fund further investigation of the former manufacturing facility and eastern marsh. Ultimately if awarded final PCB cleanup of the marsh (eastern and western) would take place with USEPA Cleanup Grant funds. The grant is a nationwide competition and applications are due on November 14th, and winning applicants are notified by the end of May 2025. Projects can be awarded up to 4M per project and that is the amount that we have submitted in our application.

RECOMMENDED ACTION: Staff is seeking Council to hold a public hearing for public comment on the draft EPA Brownfield Cleanup grant.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



City of Ypsilanti

Community Services

1. **Application Information:** The City of Ypsilanti with the address of One South Huron Street, Ypsilanti, Michigan 48197.
2. **Website URL:** www.cityofypsilanti.com
3. **Funding Requested:**
 - a. **Grant Type:** Single Site Cleanup
 - b. **Federal Funds Requested:** \$4,000,000
4. **Location:** Ypsilanti, Washtenaw County, Michigan
5. **Property Information:** 4 Water Street, Ypsilanti, Washtenaw County, Michigan 48197 (see attached map)
6. **Contacts:**
 - a. **Project Director:** Mr. Andrew Hellenga, City Manager, City of Ypsilanti, will serve as the Project Director for this proposal. Mr. Hellenga's contact information is as follows:
Phone: (734) 483-1810, Email: ahellenga@cityofypsilanti.com,
Address: One South Huron Street, Ypsilanti, Michigan 48197.
 - b. **Chief Executive/ Highest Ranking Elected Official:** Ms. Nicole Brown serves as the Mayor of the City. Ms. Brown's contact information is as follows:
Phone: (734) 888-4044, Email: nbrown@cityofypsilanti.com,
Address: One South Huron Street, Ypsilanti, Michigan 48197.
7. **Population:** 20,204 (ACS 2022)
8. **Other Factors:**

Other Factors	Page
Community population is 15,000 or less.	
The applicant is, or will assist, a federally recognized Indian Tribe or United States Territory.	
The proposed brownfield site(s) is impacted by mine-scarred land.	
Secured firm leveraging commitment ties directly to the project and will facilitate completion of the remediation/reuse; secured resource is identified in the Narrative and substantiated in the attached documentation.	4
The proposed site(s) is adjacent to a body of water (i.e., the border of the proposed site(s) is contiguous or partially contiguous to the body of water or would be contiguous or partially contiguous with a body of water but for a street, road, or other public thoroughfare separating them.	2, 3
The proposed site(s) is located in a federally designated flood plain.	3
The reuse of the proposed cleanup site(s) will facilitate renewable energy from wind, solar, or geothermal energy.	

The reuse of the proposed cleanup site(s) will incorporate energy efficiency measures.	
The proposed project will improve local climate adaptation/mitigation capacity and resilience to protect its residents and community investments.	3, 4
The target area(s) is impacted by a coal-fired power plant that has recently closed (2014 or later) or is closing.	

DRAFT

1. PROJECT AREA DESCRIPTION AND PLANS FOR REVITALIZATION

a. Target Area and Brownfields

i. Overview of Brownfield Challenges and Description of Target Area

The City of Ypsilanti (population: 20,204, 2022 Census data) is in Washtenaw County in the southeast portion of Michigan's lower peninsula. It was the second city to incorporate in the State of Michigan and has the fifth largest historic district in the state. Through the 19th and early 20th century, the establishment of the Chicago Road and Michigan Central Railroad transportation corridors was the driving force of the city's industrial growth, and the founding of Eastern Michigan University (EMU) in 1849. EMU would eventually become the city's largest tax-exempt landowner and continue to be a major employer and economic driver. In the 20th century, the city's establishment as a regional industrial hub eventually led to the construction of the Willow Run Air Force Plant by the Ford Motor Company in 1942, which manufactured the Consolidated B-24 Liberator heavy bomber. Additionally, the construction of Interstate 94 and US Highway 23 connected the city to other regional population centers that include the City of Detroit, Flint, and Ann Arbor, Michigan, Toledo, Ohio, and the City of Chicago, which tied the city's manufacturing economy to the automotive and transportation industries.

However, the City's economy has fundamentally changed with the decline of the automotive industry and manufacturing sectors. Regionally, over 44,000 manufacturing-based jobs (BLS) were lost regionally as a result of the Great Recession with Ypsilanti losing an estimated 1,600 manufacturing jobs since 2001. The region has since been on a steady path of economic recovery; however, the region is now faced with new challenges from a changing economy. According to a jobs forecast published by the Southeast Michigan Council of Governments (SEMCOG), **the elimination of an additional 71,000 manufacturing jobs** will occur between 2015-2045 as the result of the transition from production-based industries to knowledge-based industries that focus on the trade of services over physical goods. The increase in vacant and underutilized industrial spaces has reduced the city's ability to grow its tax revenue, compounded by the usage of approximately 40% of the city's land area by tax exempt property owners.

Today, Ypsilanti's economy is evolving, having seen new growth in the small manufacturing, craft production, and renewable energy sectors. The city is also developing a reputation as a hot spot for both every day and destination restaurants. Ypsilanti and its residents pride itself on being a diverse community and a leader in civil rights. It was the first city in Michigan to pass a living wage ordinance as well as an ordinance banning discrimination in housing, employment and public accommodation based on sexual orientation, gender identity/transgender status, or body weight, making Ypsilanti one of the top 5 LGBTQ-friendly Michigan cities.

Recent changes in demographics, housing markets, and the local economy have prompted the city to devise new strategies to address critical housing and commercial retail needs. Although the city has established neighborhoods and a downtown area, the city lacks new, single-family, workforce housing stock. According to census data, approximately 36% of the city's housing stock are detached single-family homes (58% in Washtenaw County by comparison), of which 92% are occupied. In addition, there has been a sharp increase in property values in the nearby Ann Arbor housing market (approximately 10 miles west of Ypsilanti) to unaffordable levels, creating a higher demand for new, affordable housing stock in the communities surrounding the City of Ann Arbor. As such, the city identified the **Water Street Redevelopment Area** (the target property), a former industrial property of 37.15 acres, as a prime development opportunity to meet these demands.

Historically consisting of as many as 40 smaller individual tax parcels, the Water Street Redevelopment Area has several unique historical land uses, many of which have contributed to environmental contamination at the site (see Section 1.a.ii below). Contamination of the target area from past uses is well documented and is the primary reason the target property has generated no significant redevelopment interest. In addition to the overall cost associated with redeveloping the target property, the added expense of addressing the contamination has made redevelopment of the property financially prohibitive. To assist in leveraging funding opportunities for cleanup and redevelopment, the City passed a bond in 1998, which allowed them to acquire the target area properties and combine them into the current single tax identification parcel.

ii. Description of Proposed Brownfield Site

The Water Street Redevelopment Area is located within Census Tract 26161410800 at 4 Water Street and consists of a single parcel of approximately 37.15 acres. The property was originally developed in the late 1800s and formerly consisted of dozens of individual tax identification parcels. Between the 1880s and 1980s, land use included residential dwellings, foundries, lumber yards and mills, bulk petroleum, and coal storage, a Detroit United Railway (DUR) storage yard later used as a metal junk yard, manufacturing, railroads and sidings, former gravel pit(s) and/or marshland infilled with non-native material, automobile service and repair, dry cleaners, printers, restaurants, grocers, and public parks (e.g., Gilbert Park), etc. Several Environmental Site Assessments (ESAs) have been conducted on the property over the past two decades, which have identified concentrations of volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), metals, and polychlorinated biphenyls (PCBs) above state and/or federal regulatory criteria.

To encourage the cleanup and redevelopment of brownfields, Michigan enacted a statute allowing brownfield tax increment financing (TIF) to offset a portion of cleanup costs. However, the estimated cleanup cost exceeds the revenue

that would be leveraged using Michigan’s brownfield tax increment financing programs. After acquiring the target area properties in 1998, the City acquired and consolidated the parcels to leverage additional funding opportunities. Over the past 25 years, the City has been successful in procuring funds to conduct targeted environmental assessments and relatively small cleanup projects. However, the target property has remained vacant for over three decades, has not significantly contributed to tax revenues, is an eyesore, and presents an environmental risk.

The target property has been broken into three focus areas for management purposes, Areas 1 through 3. Area 1 comprises approximately 24.79 acres primarily impacted by VOCs, semi-volatile organic compounds SVOCs, arsenic, and lead above the state’s generic cleanup criteria (GCC). Several targeted cleanup projects have been conducted in Area 1 to address the contaminated areas that have been most impacted. Although contamination is present within Area 1, the use of brownfield TIF is now sufficient to address the remaining remediation and/or mitigation costs that are needed to support future redevelopment activities.

Area 2 comprises approximately 6.13 acres and includes the vacant land formerly operated as the Commerce Motor Truck Company manufacturing facility and Detroit United Railway (DUR) Storage Yard/metal junkyard. Investigations conducted within the footprint of the former Commerce Motor Truck Company manufacturing facility identified soils contaminated with PCBs at concentrations typically greater than 1 part per million (ppm) and less than 10 ppm within four feet of the existing grade. The source is consistent with incidental releases, likely from former PCB-containing transformers, hydraulic equipment, and/or PCB-containing oil used as a dust suppressant exterior to the former building. Within the former DUR storage yard/metal junk yard, PCBs have been detected in soil samples collected from various locations at concentrations greater than 50 ppm within two feet of the existing grade. The source is consistent with surface spillage, likely from leaking on-board (i.e., rail car) transformers and potentially on-site bulk storage of dielectric fluid. The presence of paint debris in the soil profile and elevated lead levels within areas with the highest PCB impact suggest that rail car painting/stripping activities were conducted in the same general location as on-board transformer service activities. The southern half of the former DUR storage yard has previously been described as the “lead removal area” prior to the discovery of the extensive PCB soil contamination across the DUR storage yard. It is one of two extensive areas of contamination that cleanup activities have not yet addressed.

Area 3 comprises 6.23 acres of former marshland adjacent to the former manufacturing facility and DUR storage yard to the north and the Water Street Trail (a portion of Washtenaw County’s Border-to-Border, or “B2B,” Trail) and the Huron River to the south. This area was historically mined for sand and gravel to support the construction of local railroads around 1900. Based on previous subsurface investigation activities, the marsh area was filled with unknown fill material up to depths of approximately 16 feet. The eastern portion of the former marshland was used as a construction/demolition debris dump, while part of the western portion of the former marshland appears to have been used for disposal of debris/soil generated at the DUR storage yard. PCBs have been detected in soil samples collected from various locations across the former marshland, including concentrations greater than 50 ppm. The western portion of the former marsh land has been identified as a “PCB removal area” based on recent site characterization activities that strongly suggest PCB (and potentially lead) contamination is associated with former DUR storage yard operations and is the second of two spatially extensive areas of contamination that cleanup activities have not yet been addressed.

To address the PCB contamination in Areas 2 and 3, the city has procured assessment and cleanup funding from the Michigan Economic Development Corporation (MEDC) and the US Department of Housing and Urban Development (HUD) to conduct additional environmental assessments and perform PCB Cleanup activities. However, the funding is only sufficient to address the PCB contamination for a portion of Area 2 (i.e., the former DUR storage yard) and the western portion of Area 3 (the portion of the former marsh due south of the DUR storage yard). Therefore, Area 3 has been subdivided into the Western Marsh (2 acres) and the Eastern Marsh (4.23 acres). The referenced portions of Area 2 and Area 3 have been adequately assessed using MEDC funds, and PCB Cleanup activities are scheduled to begin in Spring 2025. For the Eastern Marsh of Area 3, an additional assessment is scheduled to be completed in the winter of 2024/2025 using the funding procured from HUD, with the use of the MEDC funds to address cleanup activities for the Western Marsh. Cleanup of the Western Marsh is expected to exhaust the HUD and MEDC funds, leaving no funding for cleanup activities in the Eastern Marsh. Therefore, the **targeted area for this cleanup grant request is the Eastern Marsh of the Water Street Redevelopment Area**. Funding from an EPA Brownfield Cleanup Grant to address the contamination of the Eastern Marsh will supplement the MEDC funding to address contamination in the Eastern Marsh, build on the momentum generated by the MEDC and HUD funding sources, and represent the final piece of the City’s 26-year effort to clean up the areas of contamination within the Water Street Redevelopment Area, and enables the City to position the site for redevelopment.

b. Revitalization of the Target Area

i. Reuse Strategy and Alignment with Revitalization Plans

The Water Street Redevelopment Area has been identified in the City’s Master Plan as a prime opportunity to address the lack of new “missing middle” housing stock, including condo and townhome developments, duplexes, and other

multifamily housing options. The redevelopment of the target property into missing middle housing resonates with several of the Master Plan's goals, including: 1) *responsibly dealing with the legacy of polluted sites*, 2) *protecting the watershed from further contamination*, 3) *creating diverse and accessible housing options*, 4) *integrating placemaking and streetscape design features*, and 5) *creating opportunities to make the area more accessible by foot or bike to connect to nearby services*. The project also addresses the Ypsilanti Economic Development Action Plan goal of improving the general environment and quality of life by 1) *prioritizing vacant, underutilized nonresidential properties for redevelopment that use innovative design concepts consistent with smart growth principles* and 2) *remediating potential brownfield sites to make land available for redevelopment*. The target property is located within a federally designated floodplain.

On a regional scale, the project resonates with objectives outlined in the Comprehensive Economic Development Strategy for Southeast Michigan (SEMOG, 2021), which include: 1) *creating and marketing quality places through connecting people to the places they live and supporting the growth of dynamic, diverse places to live, work, and visit*, and 2) *anticipating demands for land use by encouraging sustainable development of diverse and desirable housing options, considering regional needs and economic conditions, and prioritizing infill development*.

Over the past 5 years, the city has conducted several public engagement events to explore reuse scenarios for the target property consistent with these planning initiatives and incorporate community feedback. Preliminary conceptual plans include 54 single-family homes, 60 affordable townhome units, 180 apartment units over a single 5-story building, 42,500 square feet of retail and restaurant space, and 40,800 square feet of mixed-use commercial office space. Developing the conceptual site plan was the first step in determining the maximum potential reuse of the site, which facilitates the development of a cleanup plan. While the anticipated reuse of the target property is largely residentially based, the conceptual site plan is intended to be a living document with the specific uses that can be adapted to accommodate the changing needs of the community. As such, the city will continue to provide opportunities for community input into the redevelopment and planning process and evaluate redevelopment options and specific uses for the site.

ii. Outcomes and Benefits of Reuse Strategy

The redevelopment of the target area brownfield will achieve the goals of regional and local planning initiatives by providing affordable, missing-middle workforce housing, attracting new residents and developing a workforce to serve multiple sectors of the city, and creating spaces that provide a walkable connection to Ypsilanti's downtown and depot town districts and parks for residents.

Target Area Reuse	Outcomes and Benefits	Tax Implications
Commercial Retail/ Office Space	- Two retail spaces totaling an estimated 42,500 square feet 40,800 of new office space - Creation of 98 new jobs*	Est. Taxable Value Increase: \$6.1 million Annual Tax Revenue Increase: \$505,000
Missing Middle Housing	60 affordable townhome units 54 single-family homes - An additional 145 new residents	Est. Taxable Value Increase: \$13.9 million Annual Tax Revenue Increase: \$1.2 million
Multi-Family Housing	180 affordable apartment units - An additional 225 new residents	Est. Taxable Value Increase: \$8.1 million Annual Tax Revenue Increase: \$675,000

*According to data provided by the Energy Information Administration

The redevelopment will also include a stormwater detention area designed using sustainable best management practices intended to offset the effects of climate change. Specifically, the detention area will reduce the effects of peak stormwater discharges during wet-weather rain events, reducing the effects of channel degradation of the nearby Huron River. In addition, the basin will be stabilized with native wetland vegetation that has high transpiration rates, provides habitat for area wildlife, and a water quality benefit by filtering non-point source pollutants commonly associated with urban stormwater runoff. Preliminary estimates approximate the detention area could store 600,000 gallons of stormwater.

Redevelopment of the target area will also improve local climate adaptation capacity and resilience, which will protect residents and community investments by reducing levels of atmospheric greenhouse gases. According to the US Department of Agriculture's (USDA) I-Tree estimation tool, the inclusion of tree canopy can significantly impact energy consumption related to heating and cooling, reducing carbon dioxide emissions. In conjunction with carbon sequestration from the tree's life cycle, the redevelopment of the priority brownfield sites can improve climate adaptation capacity at the local level by reducing and removing carbon dioxide emissions.

Target Area Reuse	Estimate of Carbon Dioxide Reductions (lbs/year)			
	Trees Planted (estimated)	Energy Reduction from Heating/Cooling	Carbon Sequestration	Total*
Commercial Retail/ Office Space	30	91 lbs.	594 lbs.	685 lbs.
Missing Middle Housing	115	333 lbs.	2,180 lbs.	10,723 lbs.

Multi-Family Housing	16	49 lbs.	317 lbs.	366 lbs.
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* Treetools.com – Totals are calculated for the first year of planting only, using 2.5” caliper, balled and burlap trees. Totals do not account for carbon reductions over the lifetime of the trees.

c. Strategy for Leveraging Resources

i. Resources Needed for Site Characterization, ii. Resources Needed for Site Remediation, iii. Resources Needed for Site Reuse

Name of Resource	Is the Resource for (1.c.i.) Assessment, (1.c.ii) Remediation, (1.c.iii) Reuse Activities?	Is the Resource Secured or Unsecured?	Additional Details or Information About the Resource
Michigan Economic Development Corporation (MEDC)	Assessment, Remediation	Secured	MEDC awarded a grant in the amount of \$4,381,000 to support environmental site characterization and remediation activities for the project.
US Department of Housing and Urban Development (HUD)	Assessment, other Soft Costs	Secured	\$3,000,000 in funding was secured as Community Project Funding (SPF) via the Consolidated Appropriations Act of 2023.
Tax Increment Financing (TIF)	Remediation	Unsecured	Michigan enables local governments to issue TIF plans for the cleanup and redevelopment of brownfields. Tax revenue generated from brownfield redevelopment creates the tax increment, which is reimbursed to the developer over time to assist in the cost of cleanup activities.
Michigan Department of Environment, Great Lakes and Energy (EGLE) Grant and Loans	Remediation	Unsecured	State funding is available for environmental assessment and cleanup of properties with known contamination. Local units of government can apply for the funding. Funding is limited to \$1 million in grants and loans per applicant per year.
EGLE Refined Petroleum Fund (RPF)	Remediation	Unsecured	The RPF establishes an environmental protection regulatory fee that funds the cleanup. Eligible properties include properties where soils are contaminated by releases from registered underground storage tanks (USTs), there are non-liable parties, and planned redevelopment in place.
Tax Abatements	Reuse	Unsecured	Michigan has several tax abatement programs available to encourage the rehabilitation of obsolete commercial, and industrial properties. The type, amount, and length of the tax abatement is dependent upon the property history and need for assistance.

iv. Use of Existing Infrastructure

The target site is adjacent to Ypsilanti’s downtown district and has access to readily available utilities that include natural gas, electricity, water, sewer, and fiber optic lines that are sufficient to support redevelopment and reuse without significant additional resource investment. In addition, the city has already invested in creating the Water Street Trail, which provides a recreational connection of the target property to Riverside Park and, by extension, a multitude of recreational opportunities like walking, biking, canoeing, and fishing along the Huron River. Regionally, the target area has direct access to an established regional infrastructure, providing many advantages that include access to a world-class transportation network of highways, rail, airports, and waterways.

2. COMMUNITY NEED AND COMMUNITY ENGAGEMENT

a. Community Need

i. The Community’s Need for Funding

The city’s rising operational costs and stagnation of state revenue share are the primary reasons why the city does not have the ability to completely fund the cleanup activities that are needed to redevelop the target property. Although the city has experienced an increase of approximately 6.4% in revenue over the past year, it is not enough to offset an overall 10.2% increase in city expenditures related to a 27.2% increase in expenses related to highways, streets, and bridges, and a 39.4% increase in expenses related to governmental operations. Despite these challenges, the city has maintained its fiscal responsibility through the budget planning process and effective management of its general fund. Within Census Tract 4108, the presence of the target area brownfield has likely had a negative impact on nearby residential properties. The average value of residential properties within Census Tract 4108 is approximately 26.5% below the City’s average and less than half of the County-wide average. The population within this area is of low income and has a median household income (\$33,854)

that is approximately \$17,600 less than the City’s average (\$59,542), less than half of the County’s average (\$84,245), and approximately \$26,100 less than the State’s average (\$62,965) (ACS, 2022). The poverty rate within the target area census tract is 6.9% higher than the rest of the County with 18.1% of households receiving public assistance compared to 7.2% of the County. Large tracts of developable land are not available except for the target area site, which has reduced opportunities to increase property tax revenues from new development within the City. The City’s revenues are required to maintain existing services to support a growing population (1.8% over the past 8 years). Therefore, the City is unable to generate enough funding to fully fund cleanup activities at the target property without help from an EPA Brownfield Cleanup Grant.

ii. Threats to Sensitive Populations

1. Health or Welfare of Sensitive Populations

There is a disproportionate minority and low-income population present within a quarter mile of the target area property, making these populations more susceptible to the effects of contamination exposures. The following table shows the percentage of minority, low-income, and senior populations located within a quarter-mile radius of the priority brownfield sites compared to the percentages of the census tract, City, County, and state (EPA Environmental Justice Mapper).

	¼ Mile of Site	Tract 4108	City	County	State
Percent Minority Population	46%	44%	42%	31%	26%
Percent of Low-Income Population	62%	58%	48%	26%	31%
Percent of Population Aged 65+	16%	15%	9%	15%	18%

The target area brownfield is the last, large tract of undeveloped land and is the City’s last remaining opportunity to address the need for affordable missing middle housing. Cleanup of the target area brownfield site will reduce environmental exposures, reduce the negative health impacts associated with exposure to contamination to this segment of the population, and position the property for redevelopment.

2. Greater than Normal Incidence of Disease and Adverse Health Conditions

According to the International Agency for Research on Cancer (IARC), PCBs are known carcinogens that impact the liver, skin, and reproductive system, suggesting that segments of the population that are exposed to these contaminants are more vulnerable to experiencing more severe health effects. In addition, the IARC has determined that a correlation exists between long-term PCB exposure and non-Hodgkin lymphoma. Data published by the Michigan Department of Health and Human Services (MDHHS) indicates that the cancer-related mortality rate (per 100,000 persons) in Washtenaw County has increased by 1.1% compared to a decrease at the State level (-3.9%) since 2015. Specifically, the age group that has experienced the highest increase is individuals between the ages of 50 and 74. Since 2015, cancer mortality for individuals within this age group has risen by 12.2% compared to an increase of 4.0% at the state level. Although the incidence of liver-related cancer in Washtenaw County is consistent with the State, the incidence of non-Hodgkin lymphoma per 100,000 persons between 2017 and 2021 is 9.8% higher than the state’s rate.

3. Environmental Justice

a. Identification of Environmental Justice Issues

The economic decline of the target area has significantly impacted the residential areas immediately adjacent to the target area. As stated in Section 2.a.i the value of the residential properties within Census Tract 4108 are some of the lowest in the City, while Census Tract 4108 has an elevated poverty rate and has a percentage of minority populations that is higher than the city and state averages. The poverty rate is indicative of disproportionate impacts towards individuals of color as the poverty rate among minority populations is double (51%) compared to Caucasian populations (25.6%) experiencing similar conditions (ACS, 2022). According to data from the Climate and Economic Justice Screening Tool (CEJST), populations within Census Tract 4108 rank over the 90th percentile for people diagnosed with asthma, low life expectancy, low median income, poverty rate, and location within 1,500 feet of an active underground storage tank (UST) release. Furthermore, the population ranks over the 65th percentile for low-income and above the 10th percentile for people ages 25 years or older whose education is less than a high school diploma.

b. Advancing Environmental Justice

Industries that once served as an economic resource for the city have created liabilities that unfairly impose health and safety hazards upon minority and low-income populations. This grant will assist the city in eliminating environmental hazards by remediating contamination, which negatively impacts the health of residents, depresses property values, and stagnates economic growth. As noted in Section 1.b.ii – Outcomes and Benefits of the Reuse Strategy, the redevelopment of the target property will address the needs of the surrounding underserved communities by creating additional “missing middle” housing options, and commercial retail spaces that will create approximately 98 new jobs. Furthermore, the redevelopment of the target property will not displace current residents or businesses as it consists of vacant land.

b. Community Engagement

i. Project Involvement, ii. Project Roles

The table below summarizes the roles of local organizations and groups that will provide technical assistance to the city and provide critical input into the cleanup and redevelopment process to ensure that the highest and best use of the target area property is determined.

List of Organizations, Entities, Groups & Roles

Name of Organization, Entity, or Group	Entity's Mission	Point of Contact (name & email)	Specific Involvement in the Project or Assistance Provided
Southeast Michigan Council of Governments (SEMCOG)	SEMCOG supports local planning efforts by providing technical assistance, regional data, and intragovernmental resources.	Kevin Johnson johnson@semcog.org	SEMCOG will assist the city by providing economic data pertaining to housing demand, trends, and other economic data.
Huron River Watershed Council (HWRC)	An organization dedicated to the health and improvement of the Huron River through the use of technical data, stewardship, and citizen involvement	Rebecca Esselman resselman@hrwc.org	HRWC will advise the city to identify opportunities to improve the quality, natural habitat, and recreational value of the Huron River (the target area's southern border).
Washtenaw County Brownfield Redevelopment Authority (WCBRA)	WCBRA administers the Washtenaw County's brownfield program and manages brownfield tax increment financing plans and administers the local brownfield revolving fund.	Nathan Voght voght@ewashtenaw.org	WCBRA will provide technical assistance for local brownfield planning initiatives.
Ypsilanti Downtown Development Authority (YDDA)	YDDA's goal is to contribute to the City's vibrancy by fueling development and growth that benefits business and residents	Elize Jekabson elize@ypsilantidda.org	YDDA will provide the City with identifying the needs of current and future business owners that could potentially benefit from the redevelopment of the target area.
Border to Border Trail (B2B)	A citizen group that manages and organizes events for the 35-mile trailway traversing Washtenaw County	Patricia Tupacz Scribner info@B2BTrail.org	B2B will advise the City to identify and recommend trail improvements for the section of trail that traverses the target area property.
Ann Arbor/Ypsilanti Regional Chamber of Commerce	The chamber's mission is to foster greater regional economic success, community prosperity, and improved quality of life by advocating for, and supporting, the Ann Arbor/Ypsilanti business community.	Diane Keller dkeller@a2chamber.org	The chamber will serve as a liaison to the City for local business owners that are affected by the project and advise the City on the long-term uses of the target property that involve commercial uses.

iii. Incorporating Community Input

Communication with the target area and surrounding community will be conducted in various ways to ensure all stakeholders are involved in the planning and implementation of the project. The community will receive notifications through postings at the city offices as well as on the city's website and Facebook pages. The city has retained a planning consultant to prepare and present three community presentations for the project, all of which will be held in the winter and spring of 2025. The goal of the meetings will be to educate the public about the history of the project site, the environmental challenges that are preventing its successful redevelopment, and the role of brownfield planning can play in cleanup and redeveloping of the property. Input from these meetings will facilitate discussion among the stakeholders and public, which will then be incorporated into the decision-making process to further refine best reuses for the target property. Public meetings will also be utilized to present potential redevelopment opportunities to interested developers and provide technical assistance regarding additional financial incentives that can be potentially leveraged for the planned redevelopment.

Once the grant is awarded, a "kickoff" announcement meeting will be held, followed by public meetings to update the public on the cleanup and redevelopment status of the project. These meetings will provide a platform for residents to provide input regarding health, safety, and community disruption posed by the project. The city will record these concerns

to make decisions on improving the process and performance under the grant. Community input will be appropriately responded to by the grant manager or environmental consultant. To reach residents who may not attend public meetings, communication regarding grant updates will be posted on the city’s website, social media platforms, community-wide emails, or mailers, and an option to provide comments electronically or attend virtually will be made available.

3. TASK DESCRIPTIONS, COST ESTIMATES, AND MEASURING PROGRESS

a. Proposed Cleanup Plan

The selected cleanup alternative involves utilizing a self-implementing cleanup approach for the PCB contamination based on the intended reuse of the property using the TSCA Subpart D Cleanup Standards for low occupancy uses. With respect to the location of the Eastern Marsh area (the target area) directly adjacent to the Huron River, the conceptual reuse of the area includes passive uses that include stormwater management areas, walking trails, parks, green space, and common areas, which are considered low occupancy uses (albeit adjacent to proposed high occupancy use areas to the north). Before the commencement of cleanup activities, a self-implementing TSCA PCB Cleanup work plan will be prepared for EPA review and approval (the state of Michigan does not have its own TSCA program). Based on preliminary sampling data collected from the Eastern Marsh, cleanup activities are expected to include the disposal of approximately 43,900 tons of non-hazardous contaminated soil (along with isolated quantities of hazardous contaminated soil), and the import and placement of approximately 65,850 tons of clean backfill material. Additional data (available by June 15, 2025) will be used to further characterize the horizontal and vertical extent of the PCB soil contamination and refine preliminary hazardous and non-hazardous contaminated soil volume estimates. Contaminated materials will be transported to a licensed facility that meets applicable disposal requirements. In addition, cleanup activities include environmental sampling and oversight by an environmental consultant to ensure all applicable regulations are followed.

b. Description of Tasks/Activities and Outputs

Task 1: Community Involvement	
i.	<i>Project Implementation:</i> Includes the implementation of the Community Involvement Plan (see Task 2), which identifies community participation activities that include resident notification of the project, cleanup schedules, project progress, and a direct line of communication to voice concerns and submit questions. At a minimum, three public meetings will be held (pre, interim, and post) to solicit input, educate, and update the community on cleanup progress. This task also includes the attendance of two staff members at the EPA National Brownfield Conference in Chicago, Illinois, in 2025. Note that the development of the Community Involvement Plan is included in Task 2 below.
ii.	Anticipated Project Schedule: Quarters 2, 7, 12
iii.	Task/Activity Lead: City of Ypsilanti with support from the environmental consultant.
iv.	Outputs: Community involvement meetings, presentation materials, meeting minutes documenting the outcomes of each meeting.
Task 2: Cleanup Planning	
i.	<i>Project Implementation:</i> Includes the finalization of the Analysis of Brownfield Cleanup Alternatives (ABCA), the preparation of a Section 106 Historical Review, a Section 7 Threatened and Endangered Species Review, and Community Involvement Plan, the development and approval of a self-implementing TSCA PCB Cleanup work plan for low occupancy (or, if feasible, high occupancy) uses, preparation of bids and specifications, solicitation of competitive pricing, and the development of a Quality Assurance Project Plan (QAPP). The self-implementing TSCA PCB Cleanup work plan will include updated cleanup volume calculations incorporating the additional site assessment data that will be completed by June 15, 2025. It is anticipated that the approval process of the self-implementing TSCA PCB Cleanup work plan will take approximately one year and require the submittal of several drafts and ongoing correspondence with EPA TSCA staff before final approval is issued. Attendance of a pre-bid meeting and site walkover will be mandatory for qualified contractors to submit competitive pricing. Retaining a qualified contractor will abide by EPA Guidelines and the City’s established procurement process.
ii.	<i>Anticipated Project Schedule:</i> Community Involvement Plan: Quarter 2, Final ABCA: Quarter 3, Section 106 and Section 7 Review: Quarter 3, QAPP: Quarter 4, Self-Implementing TSCA PCB Cleanup Work Plan: Quarters 2-7, Plans, Specifications, Competitive Pricing: Quarter 8
iii.	<i>Task/Activity Lead:</i> City of Ypsilanti with support from the environmental consultant.
iv.	<i>Outputs:</i> Approved Community Involvement Plan, Final ABCA, Section 106 and Section 7 review, Self-Implementing TSCA PCB Cleanup Work Plan, QAPP, Pre-Bid Meeting/Site Walkover Attendance List, Bid Tabulation and Recommendation to Award.
Task 3: Cleanup Activities	

i. <i>Project Implementation:</i> Activities include the implementation of the self-implementing TSCA PCB Cleanup work plan that involves the excavation, transport and disposal of contaminated soil at an approved disposal facility, the import and placement of clean fill material and environmental sampling and oversight, and the installation and maintenance of appropriate surface cover.
ii. <i>Anticipated Project Schedule:</i> Quarters 8-10
iii. <i>Task/Activity Lead:</i> City of Ypsilanti with support from the environmental consultant.
iv. <i>Outputs:</i> 1) Removal and disposal of approximately 43,900 tons of non-hazardous PCB contaminated soil, and the placement of approximately 65,850 tons of clean backfill (quantity imported). Other outputs include daily observation reports, project photos, and disposal documentation.
Task 4: Grant Administration
i. <i>Project Implementation:</i> Includes the preparation and submittal of required quarterly progress reports, input of project data into ACRES, and preparation and submittal of a final project report.
ii. <i>Anticipated Project Schedule:</i> Progress reports will be submitted quarterly over the course of the cooperative agreement. A final project report will be prepared and submitted prior to the end of the agreement.
iii. <i>Task/Activity Lead:</i> City of Ypsilanti with support from the environmental consultant.
iv. <i>Outputs:</i> Quarterly progress report (maximum of 16, less if the project is completed early), final project report.

c. Cost Estimates

Budget Categories		Project Tasks (\$4,000,000)				Total
		Task 1	Task 2	Task 3	Task 4	
		Community Involvement	Cleanup Planning	Cleanup Activities	Grant Management	
Direct Costs	Personnel	\$0	\$0	\$0	\$0	\$0
	Fringe Benefits	\$0	\$0	\$0	\$0	\$0
	Travel	\$4,900	\$0	\$0	\$0	\$4,900
	Equipment	\$0	\$0	\$0	\$0	\$0
	Supplies	\$0	\$0	\$0	\$0	\$0
	Contractual	\$9,100	\$44,500	\$3,906,500	\$35,000	\$3,995,100
	Construction	\$0	\$0	\$0	\$0	\$0
	Other	\$0	\$0	\$0	\$0	\$0
Total Direct Costs		\$14,000	\$44,500	\$3,906,500	\$35,000	\$4,000,000
Indirect Costs		\$0	\$0	\$0	\$0	\$0
Total Budget (Total Direct Costs + Indirect Costs)		\$14,000	\$44,500	\$3,906,500	\$35,000	\$4,000,000

Task 1 – Community Involvement:

Contractual Costs: The cost of preparing presentations and holding three community outreach meetings, which includes the preparation of handout materials and flyers and consultant time to assist the city with these tasks. \$2,600/meeting, 20 hrs./meeting at an average rate of \$130/hr. = \$7,800. A total of \$4,900 is budgeted for attendance at the EPA Brownfield Training Conference in Chicago, Illinois, in 2025 for two City staff. This includes registration fees (\$350/person), a day per-diem (\$450/person over four days), lodging (\$1,300/person over 3 nights) and air travel (\$350/person). Personnel costs incurred by the City will be provided as in-kind services.

Task 2 – Cleanup Planning:

Contractual Costs: The total estimated cost to complete cleanup planning activities, which includes finalizing the ABCA, preparing a self-implementing TSCA PCB Cleanup Work Plan, a Section 106 Historical Review, a Section 7 Threatened and Endangered Species Review, a Community Involvement Plan, and specification and competitive bidding the project is \$44,500. The cost of finalizing the ABCA is estimated to require 20 hours, at an average rate of \$130/hr., for an estimated cost of \$2,600. The cost of preparing and submitting a TSCA PCB Cleanup Work Plan for EPA TSCA approval is estimated to require approximately 174 hours, at an average rate of \$130/hr. for an estimated cost of \$22,600. The preparation and submittal of a Section 106 Historical Review is estimated to require 50 hours, at an average rate of \$130/hr. for an estimated cost of \$6,500. The preparation and submittal of a Section 7 Threatened and Endangered Species Review is estimated to require 23 hours, at an average rate of \$130/hr. for an estimated cost of \$3,000. Preparing and submitting a Community Involvement Plan is estimated to require approximately 16 hours, at an average rate of

\$130/hr., for an estimated cost of \$2,000. The cost of scoping, bidding, and selecting a qualified contractor to complete the cleanup activities is estimated to require 60 hours, at an average rate of \$130/hr. for an estimated cost of \$7,800. The environmental consultant will complete the cost of preparing the QAPP as an in-kind service.

Task 3 – Cleanup Activities:

Contractual Costs: The estimated cost of cleanup activities (to be overseen by the environmental consultant) is \$3,906,500, which will be paid with grant funds. Based on preliminary estimates, the excavation, transportation, and disposal cost of non-hazardous PCB contaminated soil is estimated to be \$1,756,000 based on a unit cost of \$40/ton and a preliminary estimate of 43,900 tons of soil. The cost of environmental verification of cleanup sampling and project oversight is estimated to be approximately \$175,000, which is generally 10% of the total cost for the excavation, transportation, and disposal of the contaminated soil. The import and placement of clean backfill is estimated to be \$1,975,500 based on a cost of \$30/ton and a preliminary estimate of 65,850 tons. Note that these costs will be refined based on additional sampling data that will be available by June 15, 2025.

Task 4 – Grant Management:

The city will oversee this task, with reporting assistance from the environmental consultant. The estimated cost for this task will not exceed 5% of the total EPA requested funds and is estimated to be \$35,000 over the life of the grant. This cost assumes that 16 quarterly reports will be prepared throughout the grant, submitting regular updates to EPA ACRES, preparing a final project report, and additional EPA forms. Costs include environmental consultant support (approximately 200 hours at \$140/hr.). Personnel costs incurred by the City will be provided as in-kind services.

d. Plan to Measure and Evaluate Environmental Progress and Results

The City will track several metrics to evaluate the outputs and outcomes of the grant to determine if the grant is fulfilling its intended purpose. The city will measure progress by holding monthly progress meetings throughout the grant. Progress will be tracked during cleanup activities by preparing daily observation reports and site photos. The City and environmental consultant will plan on daily measured progress. They will also include short-term outputs such as the number of community involvement meetings and attendance at each. Long-term outputs will include the excavated and disposed of quantities of contaminated materials, the number of temporary jobs created related to cleanup activities, and the preparation of a closeout report that will document cleanup activities. Long-term outputs that include the number of acres made ready for reuse, temporary construction jobs created, new residents that have relocated to the site, and total dollars leveraged from other funding sources and private investment will be reported; however, it is anticipated that these outcomes may not be available until after the cooperative agreement has expired.

4. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

a. Programmatic Capability

i. Organizational Structure and ii. Description of Key Staff

Ms. Katie Jones, the City's Community, Economic Development Manager, & Equity Manager will conduct project management, grant administration, and financial responsibilities. Ms. Jones has over 13 years of experience and has secured and managed millions of dollars from federal, state, and private funding sources. She oversees the entire grant lifecycle, from proposal writing and budgeting to compliance monitoring and reporting. She ensures that all projects meet their goals and deliver tangible benefits to the communities served. She holds a master's degree in public affairs from the University of Michigan Ford School of Public Policy and is a lifelong resident of Ypsilanti. Mr. Andrew Hellenga, the City Manager will provide support to Ms. Jones as needed over the course of the grant. In this role, Mr. Hellenga is responsible for the day-to-day management and execution of all city government functions. Before stepping into the role of City Manager, Mr. Hellenga held key positions within the City of Ypsilanti, including City Clerk, Deputy City Clerk, and Downtown Development Coordinator. These roles provided him with extensive knowledge of municipal operations and a comprehensive understanding of effectively serving the public. Mr. Hellenga holds a master's degree in public administration, complemented by graduate certificates in public management and land-use planning.

iii. Acquiring Additional Resources

Once EPA has approved a project work plan and has entered into a cooperative agreement with the city, the city will immediately begin the procurement process to retain a qualified environmental consultant. The desired consultant will be experienced in conducting various types of brownfield cleanup activities specific to those outlined within our cleanup plan, and community outreach, and familiarity with state and federal regulations. Additionally, the consultant will be expected to prepare the Generic Quality Assurance Project Plan (GQAPP) within the first 60 days of the grant so that the proposed sampling activities in support of cleanup activities are not delayed. Procurement of the qualified environmental consultant will be conducted per the EPA's selection protocol, and the established City's purchasing and procurement policies. This includes publishing a Request for Proposal that will be issued to qualified firms with allotted guidelines and deadlines. The

city will review each response, select the most qualified candidate, and enter into a master services agreement with the selected consultant.

b. Past Performance and Accomplishments

i. Currently Has or Previously Received an EPA Brownfields Grant

1. Accomplishments

In FY 2009, the city was awarded an EPA Brownfield Cleanup grant totaling \$600,000. The grant was subdivided into three separate cooperative agreements of \$200,000 each, all located in the Water Street Development Project Area. The first project funded cleanup activities at the former parcel located at 103 S. River Street. In addition to a subgrant provided by the Downriver Community Conference (DCC), the grant outputs and outcomes included the demolition of a concrete floor slab, which provided access for the cleanup of approximately 1,030 tons of contaminated soil. The second project funded cleanup activities at the former parcel located at 20 E. Michigan Avenue and included the cleanup of 5,268 tons of contaminated soil and 11,000 gallons of contaminated groundwater. The third project funded cleanup activities at the former parcels located at 34, 38, and 40 E. Michigan Avenue and 14 S. River Street and included the removal of approximately 520 tons of contaminated soil and building debris from the site. The outputs and outcomes for all three projects are reflected in the Assessment, Cleanup, and Redevelopment Exchange System (ACRES) (ACRES IDs: 109285, 109141, and 109284). Please note that these projects occurred in Areas 1 and 2 described in Section I.a.ii and are not included in the target Area 3 that, which is subject to this grant request. No cleanup activities, funded by an EPA Brownfield Cleanup Grant or otherwise, have occurred in the target area identified in this grant request.

2. Compliance with Grant Requirements

Grant funds previously awarded to the city were successfully managed and completed in FY 2011. The city successfully complied with all grant requirements by submitting on-time approved work plans, schedules, quarter, final, and ACRES reporting. All grant funds were expended when the grants were closed.

DRAFT

DRAFT ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES

USEPA Brownfield Cleanup Grant Application
Water Street Redevelopment Area
Ypsilanti, Michigan

PREPARED FOR The City of Ypsilanti
1 South Huron Street
Ypsilanti, Michigan 48197

DATE November 2024

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FIGURES

Figure 1	Topographic Location Map
Figure 2	Sample Location Map

DRAFT ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES

Water Street Redevelopment Area

1.0 Introduction

This draft Analysis of Brownfield Cleanup Alternatives (ABCA) was prepared by AKT Peerless for the Water Street Redevelopment Area Project. It is a required element of the United States Environmental Protection Agency (USEPA) Brownfield Cleanup Grant application that the City of Ypsilanti, Michigan (the City) is submitting.

The Water Street Redevelopment Area consists of a single parcel totaling approximately 37.15-acres located on the eastern end of the City of Ypsilanti's Central Business District. It is bordered to the north by East Michigan Avenue, to the east by Park Street, and the west and south by the Huron River in Ypsilanti, Washtenaw County, Michigan (the subject property). If awarded, the proposed environmental cleanup activities conducted at the subject property will be funded, in part, under the USEPA Brownfield Cleanup grant.

In preparing this draft ABCA for the Project, AKT Peerless and the City (property owner) considered environmental factors, various site characteristics, surrounding property use, land use restrictions, potential future uses of the subject property and surrounding area, and applicable cleanup goals for the Project.

This draft ABCA provides a comparative analysis of the cleanup alternatives being considered using the criteria of effectiveness, ability to implement, and the cost of each alternative. This draft ABCA recommends the most appropriate cleanup alternative, which will position the subject property for redevelopment for commercial and residential use, which is a direct benefit to the public.

2.0 Background

2.1 Site Description

The subject property consists of a single parcel of land that is in Section 9, Township 3 South, Range 7 East), Washtenaw County, Michigan. The subject property is located on the eastern end of the City of Ypsilanti's Central Business District. It is bordered to the north by East Michigan Avenue, to the east by Park Street, and the west and south by the Huron River.

Subject Property Identifiers

Address	Tax Identification Number	Approximate Acreage
4 Water Street	11-11-09-170-031	37.15

The subject property is currently undeveloped gravel, grassy, and vegetated land with no structures or connected utilities. Remnants of former roads/driveways are present throughout the subject property.

Refer to Figure 1 for a topographic site location map. See Figure 2 for a site map.

2.2 Site History

The subject property was originally developed in the 1800s and formerly consisted of dozens of individual tax identification parcels. Between the 1880s and 1980s, land use included residential dwellings, foundries, lumber yards and mills, bulk petroleum, and coal storage, a Detroit United Railway (DUR) storage yard later used as a metal junk yard, manufacturing, railroads and sidings, former gravel pit(s) and/or marshland infilled with non-native material, automobile service and repair, dry cleaners, printers, restaurants, grocers, and public parks. The City began acquiring and combining individual parcels and demolishing on-site structures to facilitate eventual sale and redevelopment in the late 1990s. The demolition of structures formerly located at the subject property was completed around 2011. Environmental due diligence activities conducted during this period revealed the presence of subsurface (i.e., soil, groundwater) contamination from: (1) volatile organic compounds (VOCs); (2) semi-volatile organic compounds (SVOCs)/polynuclear aromatic hydrocarbons (PNAs); (3) heavy metals (e.g., arsenic, lead); and (4) polychlorinated biphenyls (PCBs).

2.3 Previous Environmental Investigations

Several environmental consultants have completed dozens of environmental investigations on the subject property since 1999. Generally, Environmental Consulting and Technology, Inc. (ECT) conducted environmental due diligence and subsurface investigations on behalf of the City of Ypsilanti during the City's property acquisition in the late 1990s and early 2000s, while The Traverse Group (2002) and ASTI Environmental (ASTI, 2014) are among the consultants that have subsequently conducted supplemental investigations related to potential redevelopment activities. In addition, AKT Peerless has conducted several supplemental subsurface investigations at the subject property since 2016 on behalf of the City of Ypsilanti.

As the proposed environmental cleanup activities conducted at the subject property under the USEPA Brownfield Cleanup grant, if awarded, involves PCB soil contamination, AKT Peerless notes the following known environmental investigations that have been conducted at the subject property as they pertain to PCB soil contamination.

- In September 1999, ECT advanced approximately 32 soil borings across historical parcel nos. 2, 3, 20, 26, 29, 31, and 34 of the subject property and submitted 63 samples for laboratory analyses, including PCBs.
- In October 2001, ECT advanced three more soil borings on historical parcel no. 15 of the subject property and submitted six soil samples for laboratory analyses, including PCBs.
- In July and August 2002, the Traverse Group sampled approximately 85 soil locations (i.e., soil borings or surface soil sampling locations) across historical parcel nos. 1, 5, 6, 7, 8, 9, 13, 14, 15, 16, 17, 20, 21, 26, 27, 28, 31, and 32 of the subject property and submitted 114 soil samples for laboratory analyses including PCBs. Sixty-one of these soil samples were collected from 37 sampling locations on historical parcel no. 26.
- Between July and October 2010, ECT advanced 26 soil borings within the footprint of the former industrial building on historical parcel no. 26 and submitted 29 soil samples for laboratory analyses of PCBs. PCBs were identified at concentrations greater than 1 ppm and less than 10 ppm in some soil samples. Following the removal of soil impacted with PCBs at concentrations less than 10 ppm from the southern portion of the former building footprint, ECT collected and

submitted eight verification of soil remediation (VSR) samples for laboratory analyses of PCBs in December 2010.

- In March 2014, ASTI advanced 14 soil borings across the southeastern portion of historical parcel no. 26 and an adjacent area to the east at the subject property and submitted 23 soil samples for laboratory analyses, including PCBs. Two of these soil borings (i.e., SB-5 and SB-6) appear to have been advanced along the northern edge of the proposed PCB cleanup site.
- In May 2016, ASTI advanced 19 soil borings on the northern portion of the subject property fronting E. Michigan Avenue and collected 31 soil samples for laboratory analyses, including PCBs.
- In March 2016, AKT Peerless advanced 52 soil borings across the central and south-central portions of the subject property (including historical parcel no. 26 and the proposed PCB cleanup site) and submitted 128 soil samples for laboratory analyses, including PCBs. PCBs were identified at concentrations greater than 50 ppm in two soil samples [i.e., 65 ppm at WSR-AKT-28 (1'-2') and 52 ppm at WSR-AKT-32 (2'-3')] collected from the proposed PCB cleanup site.
- In May 2016, AKT Peerless (1) advanced 58 soil borings along Water Street Trail and submitted 58 soil samples for laboratory analyses, including PCBs, and (2) advanced an additional 15 soil borings within the proposed PCB cleanup site and submitted an additional 45 soil samples for laboratory analyses of PCBs to roughly delineate the extent of PCB contamination at concentrations greater than 50 ppm. PCBs were identified at concentrations greater than 50 ppm in three soil samples [i.e., 61 ppm at WSR-AKT-28-1 (0.5'-1'), 330 ppm at WSR-AKT-28-3 (2'-3'), and 96 ppm at WSR-AKT-28-5 (1'-2')] collected from the proposed PCB cleanup site.
- Between July and August 2017, AKT Peerless collected and submitted (among other VSR samples) nine VSR samples for laboratory analyses, including PCBs, following excavation/off-site disposal of contaminated soil along Water Street Trail.
- In November 2020, AKT Peerless advanced 104 soil borings on a ten-foot (i.e., three-meter) sampling grid across the southeastern portion of historical Parcel 26 and submitted 118 soil samples for laboratory analyses of PCBs to reasonably satisfy TSCA site characterization standards in advance of eventual excavation, transportation, and off-site disposal of the previously identified hazardous PCB soil contamination. PCBs were identified at concentrations greater than 50 ppm in five soil samples collected from the southeastern portion of historical Parcel 26.

Copies of the above-referenced reports are on file with AKT Peerless and the City and are available for review upon request.

As of the date of this draft ABCA, PCB site characterization reports are being prepared for the former DUR storage yard, western marsh, and a portion of the eastern marsh.

2.4 Current Environmental Concerns

The Water Street Redevelopment Area portion targeted for proposed cleanup activities under the USEPA Brownfield Cleanup grant consists of roughly the eastern half of the former marshland. Current environmental concerns related to the "Eastern Marsh" are described below.

Due diligence and subsurface investigations conducted within the Eastern Marsh by ECT between March 1999 and 2000 were specific to former Gilbert Park, which was described as former marshland that had been subject to historical landfilling/dumping with construction/demolition debris before its use as a public park. ECT advanced three soil borings in the Eastern Marsh, which identified up to 16 feet of

construction/demolition fill material and identified the presence of PCBs in each of the seven soil samples submitted, including a maximum concentration of 33 ppm at a depth of 13' to 14' below ground surface at soil boring location 29-7.

In August 2002, The Traverse Group conducted a supplemental subsurface investigation in the Eastern Marsh, including the advancement of six soil borings for visual observation of subsurface geology only (i.e., to verify the horizontal extent of the former landfill/dump in the eastern marsh). No soil or groundwater samples were collected for laboratory analysis. The Traverse Group indicated that, based on the findings of the supplemental subsurface investigation, the former landfill/dump extended to each of the boundaries of former Gilbert Park.

In March 2014, ASTI advanced two soil borings in the Eastern Marsh and submitted four soil samples for laboratory analyses, including PCBs. PCBs were not detected in three of the four soil samples. PCBs in the fourth sample were detected at a concentration of < 1 ppm.

In April 2016, AKT Peerless advanced five soil borings in the Eastern Marsh, four of which were advanced in the area surrounding ECT's previous soil boring location, and 14 soil samples were collected for laboratory analysis of PCBs. PCBs were identified at detectable concentrations in 50% of the soil samples, including at concentrations > 1 ppm (maximum concentration 3.8 ppm) in 14%.

In November 2023, AKT Peerless advanced 49 soil borings in the Eastern Marsh on a 60' by 60' three-meter grid centered on ECT's previous boring soil location and collected 784 soil samples (i.e., one sample per one-foot depth interval per boring through the 16' depth of construction/demolition fill material) for laboratory analysis of PCBs. PCBs were identified at detectable concentrations in 11% of the soil samples, including at concentrations >1 ppm but < 10 ppm in 3.2% of the soil samples; > 10 ppm but < 25 ppm in 0.13% of the soil samples; > 25 ppm but <50 ppm in 0.26% of the soil samples; and > 50 ppm in 0.26% of the soil samples (maximum concentration 171 ppm). Most (90%) of the soil samples with detectable PCB concentrations, including those with PCB concentrations > 25 ppm, were collected from greater than 5' below the ground surface.

Refer to Figure 1 for a topographic location map and Figure 2 for a site map with sample locations.

3.0 Proposed Cleanup Objectives

The City intends to market and sell the property to a developer once cleanup activities have been completed. Preliminary conceptual plans include 196 single-family homes, 60 affordable townhome units, 180 apartment units over a single 5-story building, 42,500 square feet of retail and restaurant space, and 40,800 mixed-use commercial office space. Within the Eastern Marsh Area (the target area), a stormwater detention basin will be constructed using sustainable best management practices intended to offset climate change effects. Specifically, the detention area will reduce the effects of peak stormwater discharges during wet-weather rain events, reducing the effects of channel degradation of the nearby Huron River. In addition, the basin will be stabilized with native wetland vegetation that has high transpiration rates, provides habitat for area wildlife, and a water quality benefit by filtering non-point source pollutants commonly associated with urban stormwater runoff.

Proposed subsurface activities associated with the Eastern Marsh portion of this development include basin grading, the installation of a detention basin liner, the establishment of native wetland vegetation, and the installation of subsurface storm sewer inlets and outlet control structures.

Specific cleanup activities to accomplish brownfield redevelopment for this Project include:

- Preparing the required grant documentation which includes the finalization of the analysis of brownfield cleanup alternatives, preparation of a community involvement plan, the conducting of an endangered species and historic property review, the establishment of an administrative record, and the preparation of a self-implementing TSCA Subpart D cleanup plan.
- The excavation, transportation, and disposal of PCB contaminated soil
- Backfill and compaction
- Field oversight, sampling, and reporting to verify and document the achievement of cleanup goals and objectives
- Final reporting

Response activities are necessary given the site conditions, the nature of the hazardous substances on-site, and the proposed redevelopment plan. Actual or threatened releases of hazardous substances at the property, if not addressed by implementing the response action(s) proposed below, may present an imminent and substantial endangerment to public health, welfare, and/or the environment.

3.1 Applicable Regulations and Cleanup Standards

Laws and regulations that apply to this cleanup include the Federal Small Business Liability Relief and Brownfields Revitalization Act, the Brownfields Utilization, Investment, and Local Development (BUILD) Act, and the Federal Davis-Bacon Act. Federal, state, and local laws regarding the procurement of contractors to conduct the cleanup will be followed. As described herein, all cleanup activities will be in accordance with TSCA Subpart D Cleanup Standards and the State of Michigan regulations, as applicable. All applicable permits and documentation will be obtained before the work commences, and all work will be conducted in accordance with the conditions for approval.

Remediation activities will be undertaken in a manner compliant with protocols established by EGLE pursuant to Part 201 of NREPA, federal Occupational Safety and Health Administration (OSHA), and/or Michigan Occupational Safety and Health Administration (MIOSHA), as applicable.

Soil impacts were identified at the subject property and compared to TSCA Subpart D standards. These standards are:

Standard	Criteria	No Action	Cap with Deed Restriction	Removal Required
High-Occupancy	Greater than 335 hours annually	Less than 1 ppm	Greater than 1 ppm, less than 10 ppm	Greater than 10 ppm
Low-Occupancy	Less than 335 hours annually	Less than 25ppm (with deed restriction)	Greater than 25 ppm, less than 100 ppm	Greater than 100 ppm

3.2 Cleanup Alternatives

To verify that the use of the USEPA Brownfield Cleanup Grant funds for the Project is appropriate and warranted, the City of Ypsilanti and AKT Peerless conducted an evaluation of the proposed development activities to ensure that they are the best and appropriate environmental activities based on a combination of efficacy, implementation, and cost.

Remedial alternatives included in this portion of the ABCA were developed based on the nature and extent of contamination, planned development activities and schedule, and technological feasibility.

3.2.1 Alternative No. 1 – No Action

The “no action” alternative is included as a baseline comparison to other remedial alternatives. The “no action” alternative assumes no action is taken and is not a valid option for the subject property.

A “no action” alternative would be the lowest cost; however, the “no action” option does not reduce the threat of potential undue exposure to the identified contamination and potential additionally identified soil contamination encountered during site redevelopment activities. Therefore, the “no action” option is not recommended, as it is not compatible with due care obligations and the needs of development and reuse of the subject property.

Effectiveness

The “no action” option is not appropriate for this project. Contaminated soil generated during site development activities must be managed in accordance with all applicable rules and regulations. In addition, if contaminated soil is not removed from the site and/or the exposures are controlled, it infers that no special management is required. This does not protect public health, the community or workers at the site, or the environment.

Ability to Implement

This alternative would be the simplest to implement; however, is not technically feasible because residuals generated during the redevelopment activities would not be managed in a manner which: (1) conforms to Federal, State, and local solid waste and environmental response laws; (2) protects workers and the general public from unacceptable exposure to the residuals; and (3) reduces the potential for exacerbation of environmental conditions at the subject property. Further, concentrations of mercury may represent a concern for vapor intrusion.

Cost

There are no direct costs associated with this alternative; however, due care responsibilities would not be addressed, which may result in additional management costs during development and future use.

3.2.2 Alternative No. 2 – Cleanup of PCB Contaminated Soils

This alternative involves removal of all PCB contaminated soil via excavation, transport, and offsite disposal at an appropriate landfill facility for soil that exceeds TSCA Subpart D Standards for High Occupancy uses. Additionally, the excavation area would be backfilled with clean imported backfill, compacted, and graded to match surrounding grades. This removal option would eliminate the presence of PCB soil contamination within the Eastern Marsh cleanup area and facilitate target area redevelopment.

Effectiveness

The removal of PCB contaminated soil to the high occupancy standard would eliminate the presence of contaminated soils within the Eastern Marsh target area and would allow redevelopment activities to proceed. This alternative would also be protective of public health, the community, or workers at the site and would improve the general environmental quality of the Eastern Marsh target area by removing the contaminated media; however, this alternative has some drawbacks over the other alternatives, including (1) creating potential off-site safety concerns associated with transportation of waste materials and (2) using landfill capacity.

The removal and disposal of all PCB contaminated soils to the high occupancy standard will mitigate the threat to human health and the environment, will not require long term operation and maintenance, and will support future development of the subject property. Therefore, this alternative is the most effective option for this Project.

Ability to Implement

Aspects of this alternative are routinely used and easily implemented. The Eastern Marsh target area is accessible for field equipment and personnel, disposal facilities that are licensed to accept the contaminated soil are located a reasonable distance from the subject property, and based on the results of the previous investigations, the disposal will likely be non-hazardous (greater than 50ppm). This alternative can be completed in a timely manner; however, additional health and safety concerns will need to be addressed for management, monitoring, and construction worker exposure to the contaminated soil. In addition, open excavations will need to be properly maintained and barricaded to protect the surrounding areas and prevent undue access to the property.

Cost

The volume of contaminated soil that would need to be removed from the Eastern Marsh target area is estimated at 155,000 tons based on a 4-acre area at an excavation depth of 16 feet (based on available sampling data). The estimated cost of excavation, transportation, and disposal of the contaminated soil at a licensed facility, in addition to the import of clean backfill and the requisite management, sampling, and monitoring activities, is estimated to be between \$13.5 million and \$14 million, which exceeds the total funding the City has procured for this project.

3.2.3 Alternative No. 3 – Targeted Cleanup of all PCB Contaminated Soils

This alternative involves targeted removal of PCB contaminated soil via excavation, transport, and offsite disposal at an appropriate landfill facility for soil that meets the TSCA Subpart D Standards for low occupancy uses. Cleanup to the low occupancy standard would facilitate the reuse of the target area as a retrofitted stormwater detention basin and natural area. Once the contaminated soil has been removed, an impervious geotextile clay liner will be installed under two feet of clean, imported backfill before the basin is planted with native wetland vegetation. For the areas not used for stormwater detention, a geotextile demarcation barrier will be installed under two feet of clean backfill and stabilized with native vegetation.

Effectiveness

The targeted removal of PCB contaminated soil to the low occupancy standard and subsequent backfill with clean imported fill would significantly reduce the presence of contaminated soils within the Eastern Marsh target area. Although achieving the low occupancy standard would not be sufficient to redevelop

the Eastern Marsh target area for high occupancy uses (i.e., residential dwellings), it would be sufficient to facilitate the redevelopment of the target area for passive, low occupancy uses. This alternative would still be protective of public health, the community, or workers at the site. It would improve the general environmental quality of the Eastern Marsh for the area's planned reuse as a retrofitted stormwater detention basin and natural area. However, the option would not be sufficient to redevelop the Eastern Marsh for high occupancy uses.

Like Alternative No. 2, drawbacks include: (1) creating potential off-site safety concerns associated with transportation of waste materials and (2) using landfill capacity. In addition, the engineering controls implemented (the detention basin liner and demarcation barrier) would require periodic inspection and long-term operation and maintenance.

Ability to Implement

Aspects of this alternative are routinely used and implemented. The Eastern Marsh target area is accessible for field equipment and personnel, disposal facilities that are licensed to accept the contaminated soil are located a reasonable distance from the subject property, and based on the results of the previous investigations, the disposal will likely be non-hazardous (greater than 50ppm). This alternative can be completed in a timely manner; however, additional health and safety concerns will need to be addressed for management, monitoring, and construction worker exposure to the contaminated soil. In addition, open excavations will need to be properly maintained and barricaded to protect the surrounding areas and prevent undue access to the property.

Cost

The estimated cost of excavating, transporting, and disposing of the contaminated soil at a licensed facility, in addition to the import of clean backfill, installation of the detention basin liner and demarcation barrier, and the requisite management, sampling, and monitoring activities is between \$3 and \$4 million and dependent on the results of additional sampling efforts scheduled for the winter of 2024/2025.

4.0 Recommended Cleanup Alternatives

The Cleanup Alternatives for environmental activities related to contaminated soil at the subject property were evaluated based on effectiveness, ability to implement, cost, and the proposed redevelopment of the subject property. The results of the analyses of each of these factors for each option were evaluated as a whole and between options to arrive at the recommendation presented below.

The "no action" alternative was included in this ABCA for comparative purposes only and is not a feasible option for managing soil contamination at the subject property. It does not address concerns to human health, safety, welfare and the environment. Further, the proposed property redevelopment cannot be completed without remediation measures. Consequently, the "no action" option was eliminated from further discussion.

With respect to cost feasibility, the recommended alternative is Alternative 3: Targeted Cleanup of all PCB Contaminated Soils, which will achieve the low-occupancy standards under TSCA Subpart D. The costs associated with Alternative 2 are not economical as the total remediation costs are estimated to be greater than the property's value. The targeted cleanup of PCB contaminated soil to TSCA Risk-Based

Low-Occupancy Standards would utilize EPA Brownfield Cleanup funding to address some remedial activities needed, allowing the leveraging of state brownfield TIF incentives to redevelop the site. Neither program would provide enough funding to fully address the PCB contamination's cleanup and due care response activities on their own. Following the implementation of cleanup activities, The City will submit a TSCA Closure Report to EPA documenting compliance with TSCA subpart D. It is understood that the Closure Report will need to include requirements for post-closure actions, including inspections and operation and maintenance activities, as applicable.

5.0 Signatures of Environmental Professionals

This ABCA was prepared by the following individuals:

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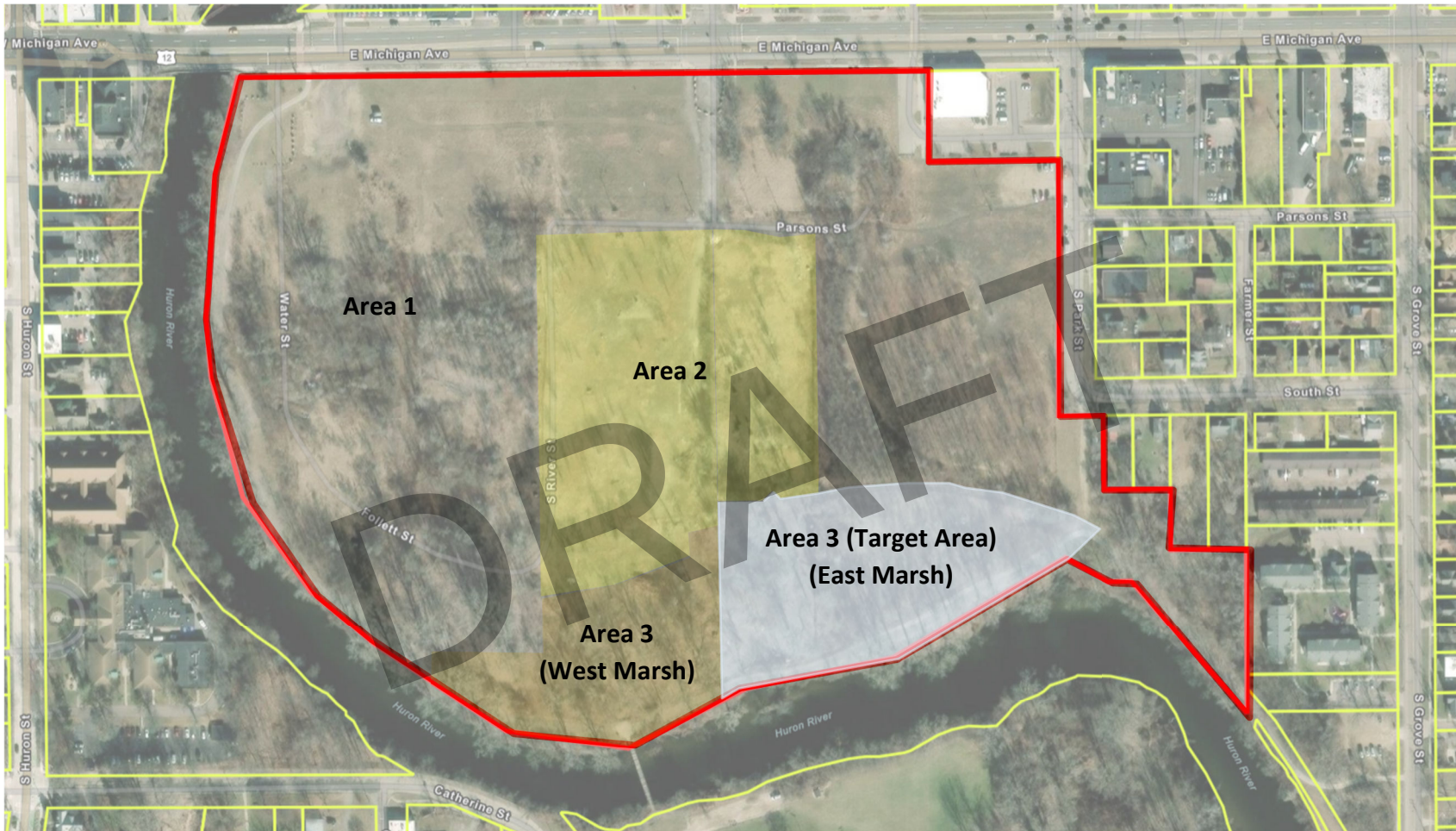
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Figures

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Ypsilanti—FY 2025 EPA Brownfield Cleanup Grant Application

Water Street Redevelopment Area





RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the public hearing to consider public comment for the US EPA Cleanup Grant be officially closed.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2024-245
November 12, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of the October 15, 2024, City Council Meeting and Special City Council Meeting be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2024-246
November 12, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, a Methodist circuit rider named Elias Pattee rode into Ypsilanti in May 1825 to conduct the first church service in the fledgling Ypsilanti community, and

Whereas, that first church service had five people in attendance. Eventually, churchgoers gathered in a one-room schoolhouse on Sundays. As the congregation grew, a brick building was constructed on North River Street in the 1830s. In time, that building became too small for the still-growing congregation, and

Whereas, in 1843 congregants purchased a lot at North Washington Street and Washtenaw Avenue. A framed wood structure, painted white, was built along the lines of a New England meeting house and contained 100 pews for seating 600 people, and

Whereas, by the latter 1880s, the church had again outgrown its sanctuary, and a new edifice, with a bell tower, was erected. This building was dedicated in 1892 and has served the church ever since and,

Whereas, the First United Methodist Church of Ypsilanti has served its community for two hundred years, adding to the spiritual life of the community, and

Whereas, in those two hundred years, the church and its members have contributed to local, national, and international efforts to alleviate hunger, poverty, and inequality and have provided a place for like-minded people to worship according to the tenets of their faith; therefor be it

RESOLVED, that the City of Ypsilanti is pleased to honor the First United Methodist Church of Ypsilanti on its Bicentennial, highlighting its ongoing work to provide members a spiritual haven and support good works, here and in the broader community.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION

To: Ypsilanti City Council

From: Andrew Hellenga, City Manager

Re: City Attorney Contract

SUMMARY-BACKGROUND

During the September 3, 2024, City Council Meeting, City Council selected the recommendation of staff Conlin, McKenny, and Philbrick P.C. The City Attorney was then directed to draft a contract for City Council's Final Approval.

The contract is for a three-year term with a retainer of \$300,000 to be provided in twelve increments over a year.

RECOMMENDED ACTION: Review and adoption of Resolution

DATE RECEIVED: _____ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF: _____ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:

ATTORNEY SERVICES AGREEMENT

The parties to this agreement are the City of Ypsilanti, a Michigan home rule city having an address of 1 S. Huron Street, Ypsilanti, MI 48197 (hereinafter "City"), and Conlin, McKenney & Philbrick, P.C., a Michigan professional corporation, having an address of 350 South Main Street, Suite 400, Ann Arbor, Michigan 48104 (hereinafter "Firm").

Background

Article IV, Section 4.07 of the City Charter provides that the City is to have a legal officer appointed by the City Manager, subject to the confirmation by the City Council. This section of the Charter further provides that the legal officer is to serve as chief legal adviser to the City Council, the City Manager, and all City departments, offices, and agencies; represent the City in all legal proceedings; and perform any other duties prescribed by the laws of the State of Michigan, by ordinance, or by resolution.

The City Manager recommends and appoints Randolph T. Barker of Conlin, McKenney & Philbrick, P.C., as Ypsilanti City Attorney.

In consideration of the mutual agreements expressed herein, the Parties do hereby agree as follows:

Agreement

1. The City, by its duly constituted City Council, has passed a resolution confirming the appointing of Randolph T. Barker as City Attorney, and Allen J. Philbrick, Daniel Troyka, Stephen K. Postema, Marjorie M. Dixon, and John M. Barr (and such other persons as the City Attorney may in the future seek to appoint with City Council approval) as Assistant City attorneys, pursuant to the terms of this agreement and has appropriated funds by budget resolution.
2. Scope of Services: The Firm agrees to provide city attorney services in accordance with the terms of the Charter of the City of Ypsilanti, particularly Section 4.07, the City Code of Ordinances and Rules and Regulations of the City Council.

The scope of legal services is in three categories: general retainer, prosecution, and litigation. Matters before the Administrative Hearings Bureau ("AHB") are included in the prosecution category. The parties thus agree that prosecution shall include:

- 1) All City prosecution of 14A-2 District Court misdemeanor, civil infraction, and municipal civil infraction cases at the 14A-2 District Court,
- 2) Settlement Conferences for those cases at the 14A-2 District Court,
- 3) The prosecution of AHB Formal Hearings,

The Parties further agree that Litigation/hourly billing is in addition to the retainer and includes all other litigation, including cases commenced on behalf of or against the City in Circuit Court, Court of Appeals, Supreme Court, Federal Court and pre- and post-litigation matters, matters involving an attorney, appeals and cases before courts and tribunals other than those set forth above, and matters in federal courts and/or before state and/or federal administrative agencies, real estate matters, and any other assignment requested of the City Attorney not specifically included within the scope of the general retainer.

The Parties further agree that the Firm will act as general employment and labor counsel as part of the retainer services. Arbitration, mediation, collective bargaining, fact finding proceedings, court and administrative proceedings, state and/or federal agency investigations and responses, Michigan Employment Relations Commission matters, conduct and/or coordination of internal investigations for employment and labor matters are not included within the retainer services and shall be deemed part of the litigation services.

The Parties further agree that this agreement does not and was not intended to cover the services provided by other attorneys for legal services outside the scope set forth in the RFP. Special counsel may be retained for environmental and other specialized matters. The City Attorney will monitor all outside counsel.

Freedom of Information Act Coordinator services are included in the Scope of Services under the general retainer account. The City appoints Jennifer Healy (Merritt) as Freedom of Information Act Coordinator.

3. Compensation: The parties agree to an annual, fixed amount of \$300,000 for both general and prosecution legal services (the "Retainer"), to be invoiced and paid in 12 monthly installments. Further, in addition the parties agree to an attorney hourly rate of \$175, a litigation paralegal hourly rate of \$100, and a legal assistant/clerical hourly rate of \$75. Additional charges for additional costs reimbursable to the Firm will be in accordance with the rate sheet of the firm attached. The Parties hereby agree to this compensation.

4. Term: This contract is effective and the term will begin on January 1, 2025, unless an earlier start date is agreed by the parties, and shall continue for three years, or such longer period on such terms as the parties may agree. Either party may terminate this contract at will and must give 120 days written notice of termination, except as otherwise required by the Michigan Rules of Professional Conduct. The Firm shall be compensated for legal services rendered through the date of termination and completion of specific cases at the request of the City. Any termination by the Firm shall be subject to the Firm's obligations under the Michigan Rules of Professional Conduct to ensure that the City's interests are adequately protected.
5. Firm Composition: Except for the City Attorney, the Firm reserves the right to vary or amend the composition, employees and structure of the Firm.
6. Political Involvement: The Parties further agree that an express condition of this Agreement is that the City Attorney, all Assistant City Attorneys, and the Firm and employees of the Firm, may not become involved in the advocacy of any political campaign of any political candidate for election to the City Council. Said City Attorney and Assistant City Attorneys may not be requested to, nor may they make, contribution to any political campaign for an individual seeking election to the Ypsilanti City Council. The City Attorney, Assistant City Attorneys, and the Firm (and any Firm employees) further may not be requested to, nor may they make, any contribution to any campaign, movement, or cause concerning the payment or collection of taxes in the City of Ypsilanti, or the changing of any of the Charter or Code of Ordinances of the City of Ypsilanti. Nothing contained herein, however, is meant to prevent, in any way, the City Attorney or Assistant City Attorneys from giving legal advice, counsel or recommendations as required and provided for herein.
7. Liability Insurance: The City shall include the Firm, the City Attorney and all Assistant City Attorneys as named insureds under City's Officers' Errors and Omissions insurance policy with the City insurance carrier and provide proof of such coverage upon request. The Firm shall maintain professional liability insurance at an amount of no less than of \$1,000,000 per claim.
8. The Firm may recommend to the City Council the retention of special legal counsel to handle special legal matters as deemed necessary by the City Attorney.

9. The Firm is granted all power and authority customarily granted to attorneys by clients, including the authority to control the nature, direction, and strategy concerning court actions; the authorization to schedule and adjourn all court hearings and other matters concerning court proceedings; assign personnel to perform services required by this Agreement; and authority to discuss facts, information, and issues and to disclose any such information which is beneficial to the City in the course of negotiation, pretrial, or discussion with opposing counsel, the court, or others. The Firm will discuss and consult with the City Manager, City Council, and Department heads concerning actions in progress, and provide regular reports (at least quarterly) to the City Manager as may reasonably be requested.
10. The Firm 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 based on race, sex, sexual orientation, color, national origin, religion, handicap status, heights, weight, marital status, or other legally protected class or other criteria which is not relevant to the job.

Except in amounts less than \$20 million, the Firm 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 recourses, or nuclear power in Iran.

11. This Agreement is to be governed by and construed in accordance with the laws of the State of Michigan, and the legal venue lies exclusively within Washtenaw County.
12. Each provision of this Agreement is to 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 will not affect the rest of the Agreement, which will remain in full force and effect.
13. This Agreement and its attachments are the sole Contract between the Parties. Any changes, additions, or deletions are not effective or actionable unless they are in writing and signed by the parties.

***Remainder of page intentionally blank. Signatures begin on next page. ***

In witness whereof, the Parties hereto set their hands.

By the duly authorized representatives of the City of Ypsilanti:

Mayor, Nicole Brown

Date

Clerk, Tracey Boudreau

Date

**By the duly authorized representative of Conlin, McKenney & Philbrick,
P.C.:**

Responsible Attorney, Randolph T. Barker

Date

Pursuant to the City Charter I have appointed Conlin, McKenney & Philbrick, P.C., and Randolph T. Barker as Ypsilanti City Attorney and request that City Council, as required by the City Charter, confirm the appointment.

City Manager, Andrew Hellenga

Date

peter@letzmann.com

Raising the Standards of Government

October 14, 2024

Andrew Hellenga, City Manager
City of Ypsilanti, Michigan
1 S. Huron Street
Ypsilanti, MI 48197

Legal Opinion re:
Proposed City Attorney Contract
with Randolph T. Barker

I have asked to give my legal opinion regarding the attached proposed City Attorney Contract with Randolph T. Barker.

Having reviewed the proposed Contract, I approve it as to form.

Very truly yours,

A handwritten signature in blue ink that reads "Peter A. Letzmann". The signature is fluid and cursive, with the first name "Peter" and last name "Letzmann" clearly visible.

Peter A. Letzmann

/pal

1

4250 Valley Hollow Dr NE, Grand Rapids, MI 49525

Cell 248 705.9901

peter@letzmann.com www.letzmann.com

ATTORNEY SERVICES AGREEMENT

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The City Manager recommends and appoints Randolph T. Barker of Conlin, McKenney & Philbrick, P.C., as Ypsilanti City Attorney.

In consideration of the mutual agreements expressed herein, the Parties do hereby agree as follows:

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- 3) The prosecution of AHB Formal Hearings,

The Parties further agree that Litigation/hourly billing is in addition to the retainer and includes all other litigation, including cases commenced on behalf of or against the City in Circuit Court, Court of Appeals, Supreme Court, Federal Court and pre- and post-litigation matters, matters involving an attorney, appeals and cases before courts and tribunals other than those set forth above, and matters in federal courts and/or before state and/or federal administrative agencies, real estate matters, and any other assignment requested of the City Attorney not specifically included within the scope of the general retainer.

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Freedom of Information Act Coordinator services are included in the Scope of Services under the general retainer account. The City appoints Jennifer Healy (Merritt) as Freedom of Information Act Coordinator.

3. Compensation: The parties agree to an annual, fixed amount of \$300,000 for both general and prosecution legal services (the "Retainer"), to be invoiced and paid in 12 monthly installments. Further, in addition the parties agree to an attorney hourly rate of \$175, a litigation paralegal hourly rate of \$100, and a legal assistant/clerk hourly rate of \$75. Additional charges for additional costs reimbursable to the Firm will be in accordance with the rate sheet of the firm attached. The Parties hereby agree to this compensation.

Invoicing shall be rendered to the City by the Firm according to its normal business practices.

4. Term: This contract is effective, and the term will begin on January 1, 2025, unless an earlier start date is agreed by the parties, and shall continue for three years, or such longer period on such terms as the parties may agree. Either party may terminate this contract at will and must give 120 days written notice of termination, except as otherwise required by the Michigan Rules of Professional Conduct. The Firm shall be compensated for legal services rendered through the date of termination and completion of specific cases at the request of the City. Any termination by the Firm shall be subject to the Firm's obligations under the Michigan Rules of Professional Conduct to ensure that the City's interests are adequately protected.
5. Firm Composition: Except for the City Attorney, the Firm reserves the right to vary or amend the composition, employees and structure of the Firm.
6. Political Involvement: The Parties further agree that an express condition of this Agreement is that the City Attorney, all Assistant City Attorneys, and the Firm and any employees of the Firm, may not become involved in the advocacy of any political campaign of any political candidate for election to the City Council. Said City Attorney and Assistant City Attorneys may not be requested to, nor may they make, contribution to any political campaign for an individual seeking election to the Ypsilanti City Council. The City Attorney, Assistant City Attorneys, and the Firm (and any Firm employees) further may not be requested to, nor may they make, any contribution to any campaign, movement, or cause concerning the payment or collection of taxes in the City of Ypsilanti, or the changing of any of the Charter or Code of Ordinances of the City of Ypsilanti. Nothing contained herein, however, is meant to prevent, in any way, the City Attorney or Assistant City Attorneys from giving legal advice, counsel or recommendations as required and provided for herein.
7. Liability Insurance: The City shall include the Firm, the City Attorney and all Assistant City Attorneys as named insureds under City's Officers' Errors and Omissions insurance policy with the City insurance carrier and provide proof of such coverage upon request. The Firm shall maintain professional liability insurance at an amount of no less than of \$1,000,000 per claim.
8. The Firm may recommend to the City Council the retention of special legal counsel to handle special legal matters as deemed necessary by the City Attorney.

9. The Firm is granted all power and authority customarily granted to attorneys by clients, including the authority to control the nature, direction, and strategy concerning court actions; the authorization to schedule and adjourn all court hearings and other matters concerning court proceedings; assign personnel to perform services required by this Agreement; and authority to discuss facts, information, and issues and to disclose any such information which is beneficial to the City in the course of negotiation, pretrial, or discussion with opposing counsel, the court, or others. The Firm will discuss and consult with the City Manager, City Council, and Department heads concerning actions in progress, and provide regular reports (at least quarterly) to the City Manager as may reasonably be requested.
10. The Firm 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 based on race, sex, sexual orientation, color, national origin, religion, handicap status, heights, weight, marital status, or other legally protected class or other criteria which is not relevant to the job.

Except in amounts less than \$20 million, the Firm 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 recourses, or nuclear power in Iran.

11. This Agreement is to be governed by and construed in accordance with the laws of the State of Michigan, and the legal venue lies exclusively within Washtenaw County.
12. Each provision of this Agreement is to 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 will not affect the rest of the Agreement, which will remain in full force and effect.
13. This Agreement and its attachments are the sole Contract between the Parties. Any changes, additions, or deletions are not effective or actionable unless they are in writing and signed by the parties.

***Remainder of page intentionally blank. Signatures begin on next page. ***

In witness whereof, the Parties hereto set their hands.

By the duly authorized representatives of the City of Ypsilanti:

Mayor, Nicole Brown

Date

Clerk, Tracey Boudreau

Date

By the duly authorized representative of Conlin, McKenney & Philbrick, P.C.:

Responsible Attorney, Randolph T. Barker

Date

Pursuant to the City Charter I have appointed Randolph T. Barker of Conlin, McKenney & Philbrick, P.C. as Ypsilanti City Attorney, and that such appointment has been confirmed by City Council, as required by the City Charter.

City Manager, Andrew Hellenga

Date



RESOLUTION NO. 2024-247
November 12, 2024

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that upon the recommendation of Andrew Hellenga, Ypsilanti City Manager, as provided in Section 4.07 of the Ypsilanti City Charter, the contract for legal services with Conlin, McKenny, and Philbrick, P.C. and of Randolph T Barker as City Attorney, and Allen J. Philbrick, W. Daniel Troyka, Stephen K. Postema, Marjorie M Dixon, and John M. Barr as Assistant City Attorneys, and Randolph T Barker as FOIA Coordinator and Jennifer Healy as Deputy FOIA Coordinator is hereby confirmed and ratified.

BE IT FURTHER RESOLVED, That the City Council of the City of Ypsilanti, approve the contract for legal services and authorize the Clerk and Mayor to sign it on the city's behalf.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
11/12/2024

For: Mayor and City Council

From: Katie Jones, Community, Economic Development & Equity Manager

Subject: Freighthouse Warming Center

SUMMARY & BACKGROUND:

First in 2022 and then again in 2023, The City of Ypsilanti and the Shelter Association of Washtenaw County partnered to provide a daytime warming center at the Freighthouse in Depot Town. This year's MOU resembles a renewal for your consideration. Each year the Freighthouse has been transformed into a safe space for those most vulnerable in our community.

City Staff has met with the Washtenaw County Shelter Association to discuss the logistics, the tremendous need, and how the Shelter Association was able to help meet this need last winter. For your consideration, the MOU provides robust services four (4) days a week between 8 a.m. - 6 p.m. November through March. This cost estimate aimed to ensure the day shelter times are adequate to facilitate the transition from day to overnight shelter elsewhere. This budget also provides for programs brokered by day shelter staff and meals with existing partners.

The cost of this proposal is proposed considering additional funding contributed by the Washtenaw County Board of Commissioners. It is requested at up to \$50,000 based on estimates from the Shelter Association of Washtenaw County.

RECOMMENDED ACTION: Staff is seeking Council to approve the Memorandum of Understanding with the Shelter Association of Washtenaw County to support the warming center at the Freighthouse.

ATTACHMENTS:
Freighthouse MOU

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2024-248
November 12, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

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

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

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the Memorandum of Understanding with the Shelter Association of Washtenaw County to support the Warming Center operation beginning in November 2024 and ending in March 2025. Subject to City Attorney approval.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF YPSILANTI AND SHELTER ASSOCIATION OF WASHTENAW COUNTY FOR THE OPERATION OF THE DAYTIME WARMING CENTER AT THE FREIGHTHOUSE

This Memorandum of Understanding ("MOU") is entered into on this 13th day of November 2024, by the City of Ypsilanti, a Michigan Home Rule City located at 1 South Huron Street, Ypsilanti, MI 48197 (hereinafter "City") and Shelter Association of Washtenaw County, a non-profit located at 312 W Huron St, Ann Arbor, MI 48103 (hereinafter "SAWC").

Purpose

WHEREAS, the City seeks to provide a daytime cold weather warming center location for those in need as well as ancillary support services such as food and transportation; and

WHEREAS, the City owns the Freighthouse, an historic building located at 100 Market Street, Ypsilanti, MI 48197 and desires to use the Freighthouse for a daytime warming center; and

WHEREAS, SAWC specializes in providing warming centers and temporary shelter and connections to services in a safe and caring environment and works with the community to allocate the necessary resources to meet the needs of people who are experiencing homelessness and is willing to work with the City in providing warming center services for the City, and

WHEREAS, the City is interested in working with SAWC for SAWC to provide staffing to support a daytime warming center at the Freighthouse Monday-Thursday from 8am-6pm; and

WHEREAS, SAWC has provided a quote of up to \$50,000 to provide Freighthouse warming center services and the City of Ypsilanti is agreeable to pay SAWC to support this cost;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the agreements of the Parties hereto, the City and SAWC mutually agree as follows:

Agreement

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

As the service provider for the daytime warming center at the Ypsilanti Freighthouse, SAWC agrees to:

1. Provide adequately trained and qualified staffing along with ongoing volunteer and management support Monday-Thursday between 8am-6pm starting on November 13, 2024 through March 31, 2025.

2. Provide case management services to participants in the warming center program.
3. Provide all supplies used in normal operation of the daytime warming center.
4. SAWC will indemnify, defend, and hold City harmless from all liability arising out of or in any way related to SAWC performance of services.
5. Provide \$1 million liability insurance for the SAWC operation of the warming center and name the City of Ypsilanti as additional primary insured.
6. Provide transportation in the form of bus tokens to and from the Delonis Overnight Shelter or through the Shelter's company van.
7. Provide daily lunch for up to 30 persons.
8. Provide variety of programming brokered by day shelter staff and volunteers.
9. Follow and enforce the rules of the Freighthouse Building Policies and Regulations as listed in Exhibit A.
10. SAWC will use its best efforts to protect and preserve the physical structure and all fixtures and equipment of the Freighthouse at all times.
11. SAWC is an independent contractor and responsible for its own employees and for all withholdings for all employees, payment of state or federal unemployment compensation contributions, worker's compensation, and all benefits paid to SAWC employees.

The parties agree:

12. The parties understand and agree that either party may terminate this MOU at any time with 15 days' notice. In such event SAWC will be compensated for work already completed.
13. This MOU is to be performed in Washtenaw County, Michigan, and all legal venue shall exclusively lie therein.
14. The parties agree that time is of the essence in the performance of this MOU by SAWC.
15. Each provision of this MOU shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any provision of this MOU is invalid or illegal, such decision shall not affect the rest of the MOU which shall remain in full force and effect.
16. This MOU shall be governed by and construed in accordance with the laws of Michigan.
17. Independent Contractor. The relationship of SAWC 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 MOU.
18. Waiver of Liability. SAWC hereby waives any claim against the CITY and agrees not to hold the CITY liable for any personal injury or damage incurred by it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious intentional conduct of any employee of the CITY acting within the scope of their employment. It further agrees to hold the CITY harmless from any such claim by its employees or associates.

19. For the purpose of the hold harmless indemnity and insurance provisions contained in this MOU, 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.

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

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

21. Insurance. SAWC prior to commencing work shall provide at his own cost and expense insurance to the CITY in insurance companies licensed and/or approved in the State of Michigan, which insurance shall be evidenced by certificates and/or policies as determined by the CITY. All policies and certificates of insurance shall be approved by the Department of City Manager of the CITY prior to the inception of any work.

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

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

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

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

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

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

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

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

YES ____	NO ____	1)	Comprehensive General Liability
YES ____	NO ____	2)	Automobile Liability

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

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

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

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

- (a) Independent Contractor and Subcontractors
- (b) Broad Form Contractual
- (c) Broad Form Liability Endorsement

Automobile Liability insurance with minimum limits of liability, per occurrence, of \$1 Million Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated in the "Special Conditions" of the Contract specifications.

This insurance shall include for bodily injury and property damage the following coverages:

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

Protective Liability Insurance: Owners and Contractors. SAWC shall provide the original and duplicate policy of insurance to the City Manager. This insurance contract shall name the CITY as the insured and remain in effect until the contract is accepted by the CITY.

The insurance shall provide minimum limits of liability per occurrence of \$500,000. Combined Single Limit. Said insurance shall provide that the term "Owner" or CITY

shall be deemed to include all authorities, boards, bureaus, commissions, divisions, departments, districts and offices of the CITY and the individual members, employees and agents thereof in their official capacities.

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

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

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

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

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

22. Conflict of Interest. SAWC covenants that SAWC (individually, or if a corporation, trust, limited liability company or partnership, "the entity") nor any officer, principal, partner, agent or employee of the entity has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the Contract. Further that if any such conflict of interest develops and exists during the term of the

contract that SAWC 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.

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

24. SAWC further agrees to perform this MOU 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.

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

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

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

27. Living Wage.

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

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

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

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

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

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

28. 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."

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

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

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

The City agrees:

32. City will pay SAWC up to \$50,000 for the services described above as invoiced.

33. City will provide keys and make the Freighthouse available to the SAWC and provide its staff keys and training on the operation and building policies and regulation that govern activity at the facility. All keys shall be numbered and be returned to the City at the termination or expiration of this agreement. SAWC shall pay City the sum of \$100 each for any keys not returned within 15 days of the expiration or termination of this agreement.

34. The City will make tables, chairs, and other amenities on site at the Frieighthouse available to SAWC for the operation of the daytime warming center

35. The City will provide twice weekly cleaning services to help ensure a sanitary environment at the Freighthouse.

36. The City will provide for the utility costs associated with operation of the warming center at the Freighthouse.

37. The City will seek to work with SAWC in good faith to ameliorate any disputes, issues, or challenges unforeseen with regard to the operation of the daytime warming center at the Freighthouse.

38. Term. This agreement is valid from November 13, 2024 to March 31, 2025. An electronic signature obtained via docusign or an electronic copy of a physical signature may be accepted in lieu of original signatures.

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

City of Ypsilanti

Shelter Association of Washtenaw County

By: _____

Nicole Brown,
Mayor of the City of Ypsilanti

By: _____

Daniel Kelly,
Executive Director

Date: _____

Date: _____

By:

Tracey Boudreau, Clerk of the City of
Ypsilanti

Date: _____

Exhibit A

Ypsilanti Historic Freighthouse
100 Market Pl, Ypsilanti, MI 48198
Freighthouse@CityofYpsilanti.com

Ypsilanti Historic Freighthouse Building Policies and Regulations

RULES

Overview - The private rental fee, as detailed in the Renter Contract, includes use of facility tables and chairs, and the presence of an Event Coordinator during the event. The Ypsilanti Freighthouse may be reserved up to 16 months in advance for private rentals. Renter may bring their own additional tables and chairs but must abide by fire code capacity limits. Delivery, set-up, and tear down may only occur within the contracted rental time.

Reservation Process - The Ypsilanti Freighthouse is reserved on a first-come, first-served basis. Those interested in reserving a date may contact Wendy Estey via phone (734-482-9825) or email (Freighthouse@CityofYpsilanti.com). Dates at the Ypsilanti Freighthouse are considered reserved once the Building Policies and Regulations with the Renter and a Rental Contract have been signed, and full payment of the rental fee, trash fee, and security deposit has been received.

Cancellations – Cancellations must be made three (3) months in advance of the rental date, for a 50% refund of the rental fee and a full refund of the damage deposit. Cancellations made less than three (3) months in advance of the rental date are non-refundable.

- a. Cancellations or changes of date must be in writing to Wendy Estey.

Use of Property – Rental of the site includes the use of the spaces listed on the Rental Contract in addition to the restroom facilities.

1. **Building Access** – The Ypsilanti Freighthouse will only be open for entry during the contracted rental times. The Freighthouse Event Manager will be present only during these times. All deliveries and arrivals of service providers must take place during the contracted rental time. Early access by a service provider will result in double the hourly rate, deducted from the damage deposit. If extra time is required, please contact Wendy Estey two (2) weeks prior to your event about purchasing additional hours for your event day. All cleaning, tear down, etc., must be completed within the contracted time set forth in the Rental Contract.
2. Please leave rental space(s) as found upon arrival. Tables and chairs returned to original locations; countertops and tables wiped clean; floors swept clean of any food or other debris following all events.
3. Please **do not drag items across any floors** in the Ypsilanti Freighthouse.

Excess Time Fees - Rental Fees are based on the stated actual Start/End Times, which includes food service, DJ set-up and tear down time. If Renter, their guests, or service providers exceed the block Start/End Times set forth in the Rental Contract for any reason, unless such excess is agreed to in writing by the Freighthouse Coordinator in advance, an excess time fee will result in **double the hourly rate**, deducted from the damage/policy deposit, and billed in 1/2 hour increments.

Open Flame – No cooking is allowed on premises. Buffet lines are allowed.

- All Catering companies must be self-contained with hot boxes or have the ability to prepare and cook meals within self-contained kitchen/trailers.
- Kitchen trailers/vendors are allowed to park in the designated parking spaces only.
- The use of propane heaters inside the building or outside on the deck is prohibited.
- Fire extinguishers are placed throughout the building. All vendors are required to have knowledge of use. If your vendor is not on our "preferred vendor list," please have them contact our office.
- **Candles** - The Freighthouse does not allow candles or torches anywhere on premises, including outdoor areas.
- No fireworks are allowed on property, inside or out, including sparklers.

- Please contact the Freighthouse Coordinator regarding unity candles for ceremonies.

Parking/Shuttle Requirements – The **City of Ypsilanti requires renters and their guests to abide by the parking plan as provided by the Event Manager. Shuttle or valet service is required for parties over 150 guests and those plans must be approved in writing no fewer than 30 days before an event at the risk of cancellation.**

- Parking is not allowed off asphalt, on bike trails, in the circle drive in front of main building, or on the one lane road that is considered a fire lane and must be kept clear at all times except for loading and unloading of items.
- **For parties of more than 150 people – shuttle transportation or valet services are required.**
- Limousines must enter through Aubree's Restaurant parking lot.
- All parties must submit a parking plan, regardless of party size, to the Freighthouse Coordinator thirty (30) days prior to the event.

Tables and Chairs - All tables and chairs that belong to the Freighthouse must remain in the building. Table coverings and linens are not provided. Outdoor/outside furniture is permitted but not provided by the Freighthouse.

Decorations – All Decorations must be approved by the Event Coordinator.

- No tape, nails, or staples can be used on building surfaces. No tape of any kind is allowed on the wood floors.
- Scotch 3M Quick Release plastic hooks or similar type of product that will not damage paint or walls is permissible.
- The City of Ypsilanti does not allow candles or torches anywhere on premises, including outdoor areas. Battery operated tea lights are recommended.
- No loose substances, such as rice, confetti, birdseed, potpourri, glitter, flower petals etc. may be thrown or scattered during an event. Flower petals may be used for decorating purposes on tables only and must be cleaned up entirely at the end of the event. Use of such decorations on floor is prohibited under all circumstances, including in conjunction with the use of a floor runner.
- Non-Helium balloons and floral decorations are permitted for events. **Helium balloons are prohibited.** Balloons must be disposed of properly (deflated and placed in trash receptacles). Use of helium balloons will result in termination of your event and loss of security deposit.
- Signs directing guests are permissible and must be disposed of immediately after the event.
- No additional lighting fixtures or lights are allowed on the property without prior written approval by the Freighthouse Coordinator. If approved, additional lighting fixtures may only make use of existing outlets. No alteration or use of the fuse box or other electrical systems for additional lighting will be allowed.

Disc Jockey, Live Music, and Noise - Live bands and DJs are permitted.

- Amplified music must be maintained at a reasonable volume and is only allowed inside the building.
- The Renter will provide contact information and entertainment details to the Freighthouse Coordinator at least one (1) month prior to event.
- A representative from the DJ or band must introduce themselves on the day of the event to the Event Manager.
- Please inform bands or DJs of the contracted rental time so they allow time to break down their equipment. Recommended break down time is one hour. If the DJ or band stays past the contracted rental time, double the hourly rate will be deducted from the damage/policy deposit, as discussed herein.
- The Event Manager is authorized to lower sound provided by Band or DJ if deemed, in his or her sole discretion, to be too loud.
- Renter is responsible for any costs, fees, or fines issued for violation of the City of Ypsilanti Code of Ordinances regarding noise.
- Renter may, at his or her sole cost and expense, obtain a permit from the City of Ypsilanti with regard to noise.

Electrical Needs - Please provide a list of additional electrical needs at least 30 days prior to your event. All electrical needs including appliances and lighting are not allowed on the property unless first approved by the Event Manager. If approved, additional lighting and/or appliances may be brought in as long as fixtures can be plugged into existing outlets. No alteration or use of the fuse box or other electrical systems for additional lighting will be allowed.

Smoking – Vendors, staff, and guests must follow the smoking policy.

- No smoking is allowed inside the building or on the deck areas. Smoking is prohibited within 30 feet of the **deck area**.
- Smoking materials may not be distributed to guests inside the building or out on the deck.
- Anyone found smoking in the no smoking areas will be advised of the no smoking policy. The Renter will be notified as well. **If guests or the Renter have to be told a second time, the Renter will lose the entirety of their 50% refundable security deposit, and it may result in termination of the event.**

Alcohol - Beer, wine, liquor, and champagne are permissible for consumption at the Ypsilanti Freighthouse.

- Kegs and ice must be placed in containers that do not sweat or develop condensation. Also, a floor covering must be placed under the containers to prevent water damage to the floor.
- **If there is a liquid spill or leakage, please notify the Event Manager on-site so it is cleaned up as soon as possible.**
- Renter and/or Renter's guests shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated. Renter and/or Renter's guests shall require proof of age of all persons prior to serving them alcohol.
- The Event Manager is authorized to close the bar down if, in his or her sole discretion, alcohol consumption becomes a dangerous situation and is the cause of damage to the property.
- If renter will furnish or serve alcohol at the Event, Renter will procure and maintain, at its sole cost and expense, liquor liability insurance in which the City of Ypsilanti are additional insureds with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Freighthouse Coordinator with a certificate of insurance at least 30 days prior to the Event.
- If Renter will contract with a caterer or third party to furnish or serve alcohol at the Event, such caterer or third party shall procure and maintain, at its sole cost and expense, comprehensive general liability insurance with combined single limit coverage \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and liquor liability coverage insurance with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. The City of Ypsilanti and Renter shall be named as additional insureds. Renter will furnish the Freighthouse Coordinator with a certificate of such insurance at least 30 days prior to the Event.

Trash and Recycle Disposal - Cleaning up after each event is critical to ensuring return of your full security deposit. Renters will dispose of all trash in the provided bins and bags. A trash removal fee of \$500 is charged for each event, by which the Event Manager will dispose of all trash following the event. Renter may also choose to take the trash away to have this \$500 fee refunded. The Freighthouse will provide trash bags.

- **Note: If Renter does not pay the additional trash removal fee and fails to properly remove ALL trash from the premises, a \$700 fee will be deducted from the security deposit.**
- Vendors/Renters may use sinks to dispose of water-based organic liquids and food juices only (no oils). There are no garbage disposals.

Pets – Due to the nature of the historic building, no pets of any kind are allowed inside the Great Hall at the Ypsilanti Freighthouse. Service animals are excluded. The City of Ypsilanti follows State of Michigan service animal legislation. Exceptions to this rule may be negotiated. [State of Michigan Registered Service Animals FAQ](#).

VENDOR POLICIES

Due to the historic and sensitive nature of the Ypsilanti Freighthouse Great Hall, vendors are required to sign and execute our "Vendor Agreement Policy," required by the City of Ypsilanti to help protect and preserve this historic building. Once a vendor has so signed and executed this policy, they will be kept in our files for the season and are not required to sign again until renewal.

If your chosen vendor has not signed this policy, please have them contact us prior to being booked by you. Renter is fully responsible for non-approved vendors regarding clean up, garbage removal, conduct and damage or excessive cleaning for staff.

By the City of Ypsilanti listing a vendor as "approved," it is not endorsing that vendor or making any statement or determination regarding that vendor's qualifications, skill, or the quality of its products or services. The City of Ypsilanti is not responsible to Renter for any vendor, whether approved or not, in a vendor fulfilling contracts, obligations, refunds, or conduct with regard to any agreement between Renter and any vendor. Please make sure to read each vendor contract carefully and that they have fulfilled the requirements to work at the Ypsilanti Freighthouse.

Preferred Catering Vendors – All catering vendors MUST contact Freighthouse@CityofYpsilanti.com at least sixty (60) days prior to the event to review and agree to separate terms and conditions protecting and preserving the historic site.

Deliveries and Pickup – All rental items and vendor equipment must be delivered and removed during the party's rental hours.

- The fire lane directly in front of the building may be used for loading and unloading.
- Keys must be left in vehicles at all times while in the loading zone, in case of emergencies.
- Loading and unloading is restricted to 15 minutes.

RESPONSIBILITY, INDEMNITY, WAIVER

Conduct - The conduct of all Event participants, spectators, service providers and volunteers while on the premises shall be the responsibility of the Renter. Renter also accepts all responsibility for any injury to person(s) or property, or loss of or damage to property or theft of personal property or literary or artistic content on the premises during the rental period, or resulting therefrom. Failure by any individual or group to follow all applicable laws, rules and regulations, including without limitation the Guidelines will be cause for eviction. City of Ypsilanti retains the right to evict objectionable persons from the premises. Repeated violations may result in denial of future reservation requests.

Release - Renter, on behalf of itself, its assigns, subrogees, representatives and all other persons or entities acting for, by or through it, hereby releases and forever discharges the City of Ypsilanti, their respective trustees, directors, officers, agents, representatives, employees, and insurers, from any and all liability, claims, demands, actions or rights of action, of whatever nature, character or description, for personal injury, property damage or death that arise from, are related to or are in any way connected with Renter or its guests' or invitees' use of the Space or the premises ("Claims"), including without limitation and to the fullest extent permitted by law, any Claims in part or in whole arising from, related to or in any way connected with the alleged or in fact negligent acts or omissions of the City of Ypsilanti, its directors, agents, employees, officers, and representatives. In the event Renter suffers any loss to person or property, Renter shall look solely to its, his or her insurance coverage, if any, and shall make no claim whatsoever against the City of Ypsilanti.

Indemnity - Renter shall, to the fullest extent permissible under law, defend, indemnify and hold harmless the City of Ypsilanti, their respective trustees, directors, officers, agents, representatives, employees, contractors and licensees from and against any and all claims, actions, causes of action, demands, judgments, liabilities, losses, damages, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (i) any personal injury, property damage, death or other liabilities of whatever kind or nature, that arise from, are related to or are in any way connected with Renter or officers, employees, agents, contractors, guests or invitees use of the space or the premises ("Claims"), including without limitation and to the full extent permitted by law, any Claims in which it is asserted and/or proved that the City of Ypsilanti, their respective agents, employees, officers, directors, contractors and/or representatives, was itself negligent or otherwise at fault; or (ii) any breach of any of the representations, warranties, covenants, obligations or duties contained in this Agreement; or (iii) any violation of any federal, state or local laws, rules or regulations. The indemnification obligations hereunder shall not be limited by reason of the enumeration of any insurance coverage required under this Agreement. The indemnification obligations herein shall survive the termination of this Agreement.

Waiver - If the facility is damaged or otherwise unavailable because of unforeseen causes beyond the control of the City of Ypsilanti, including but not limited to, such acts of God, war, riots, strikes, fire, flood, epidemics, quarantines, lack of utilities, severe weather, or the like, then this Agreement shall terminate, Renter's damage deposit will be returned (less any monies expended or contracted for, and for which the City of Ypsilanti cannot cancel), and Renter waives all rights to any claims against the City of Ypsilanti. The City of Ypsilanti shall have no obligation to provide alternative facilities. Renter will be given at least three (3) months' notice, and full refund of the rental fee and damage deposit if the City is unable to accommodate the event due to unforeseen circumstances.



REQUEST FOR LEGISLATION
11/12/2024

For: Mayor and City Council

From: Katie Jones, Community, Economic Development & Equity Manager

Subject: Overnight Warming Shelter at St Luke's Episcopal Church

SUMMARY & BACKGROUND:

When approved in December of 2022, St. St Luke's was the first winterlong overnight warming shelter in the modern history of Ypsilanti. St. Luke's is among the oldest churches in the City of Ypsilanti, tracing its roots back to the 1830s. It is a natural fit for supporting this initiative because of its strong legacy of social justice in the community.

The daytime and overnight warming shelters in Ypsilanti are integrated with the Delonis Shelter in Ann Arbor, run by the Shelter Association of Washtenaw County. This allows both shelters in Ypsilanti to provide robust support, including meals, transportation, and case management. New this year, starting in December, 2nd Baptist Church will join this great partnership and provide overnight services Saturday-Sunday! Since the program started in 2022, providing overnight services 7 days a week has been a goal, and this year starting in December we can finally do so. Also, new to this year's partnership, First United Methodist will provide overnight shelter on Sundays in November. We will continue to work to find overnight shelter for Saturdays in November.

In summary, the daytime warming center at the Freighthouse will be open 8 am-6 pm Monday-Thursday. The overnight shelter will be open at St. Luke's 7 pm-8 am Monday - Friday. November through March. First United Methodist will provide overnight shelter on Sundays in November. Then, the overnight shelter at 2nd Baptist will open in December-March, Saturday-Sunday.

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

ATTACHMENTS:
Freighthouse MOU

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

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

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

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

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the Memorandum of Understanding with the Shelter Association of Washtenaw County and the City of Ypsilanti and St Luke's Episcopal Church to jointly operate an overnight warming shelter at 120 N Huron beginning in November 2024 and ending by March 2025 and authorize the Mayor and City Clerk to sign on behalf of the city. Subject to City Attorney approval.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

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

This Memorandum of Understanding ("MOU") is entered into on this 13th day of November, 2024 by the **City of Ypsilanti**, a Michigan Home Rule City located at 1 South Huron Street, Ypsilanti, MI 48197 (hereinafter "City") and **Shelter Association of Washtenaw County**, a non-profit located at 312 W Huron St, Ann Arbor, MI 48103 (hereinafter "SAWC"), and **The Parish of St. Luke's Episcopal Church in the City of Ypsilanti** located at 120 North Huron Street, Ypsilanti, MI 48197 (hereinafter St. Luke's).

Purpose

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

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

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

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

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

Agreement

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

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

1. Provide 2 full-time staff Monday – Friday from 7 pm to 8 am starting on or after November 12, 2024, and continuing through March 31, 2025.
2. Provide case management services in kind.
3. Provide for supplies used in normal business resulting from the operation of the nighttime warming center.
4. Clean and sanitize the premises after each use.
5. SAWC will indemnify, defend, and hold City and St. Luke's harmless from any and all liability arising out of or in any way related to SAWC performance of services.
6. Provide liability insurance for the operation of the warming center during these dates and times and name the City of Ypsilanti and St. Luke's additionally insured.
7. Provide transportation in the form of bus tokens to and from the Delonis Overnight Shelter.
8. Provide suitable bedding for the persons served and install and take down as needed.
9. Provide daily dinner up to 30 persons at the Ypsilanti Freighthouse.
10. Provide a variety of programming brokered by shelter staff.

11. Follow and enforce the rules of St. Luke's Building Policies and Regulations as listed in Exhibit A.
12. SAWC is responsible for all withholdings for all employees, payment of state or federal unemployment compensation contributions, worker's compensation, and all benefits paid to SAWC employees.
13. Pay \$3,000 to St. Luke's to cover increased utility and building costs during the Sheltering period.

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

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

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

1. Pay up to \$50,000 to SAWC for the services described above.
2. The Parties will seek to work in good faith to ameliorate any disputes, issues, or challenges unforeseen with regard to the operation of the nighttime warming center and use the services of the Ann Arbor Dispute Resolution Center to mediate any such disputes, issues or challenges not solved by first negotiation of the parties.

This agreement is valid from November 12th, 2024, to March 31st, 2025. Any parties may withdraw from this MOU upon 15 days written notice to the other parties or should the premises become uninhabitable. Any amount due upon the withdrawal will be prorated. An electronic signature obtained via DocuSign or an electronic copy of a physical signature may be accepted in lieu of original signatures.

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

Shelter Association of Washtenaw County

City of Ypsilanti

By: _____

By: _____

Daniel Kelly, Executive Director

Nicole Brown, Mayor of the City of Ypsilanti

Date: _____

Date: _____

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

By: _____

Tracey Boudreau, Clerk of the City of Ypsilanti

By: _____

Date: _____

Allison Echlin, Senior Warden

Date: _____



REQUEST FOR LEGISLATION
November 12, 2024

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Growing Hope MOU

Background: Memorandum of Understanding between Growing Hope and the City of Ypsilanti for operations of a Downtown Farmer's Market

In April of 2021 City Council approved an MOU with Growing Hope to operate a Farmer's Market in the Depot Town Freight House Plaza, which expires in November of 2025.

Over the past several months the Ypsilanti Downtown Development Authority has engaged with Fishbeck to engage with the public about future design of both the Freighthouse Plaza and River Street. Due to the foreseen closure of the Freighthouse Plaza Growing Hope is requesting to relocate the Saturday Farmer's Market to their property located at 16 S Washington.

The expiration of the MOU is unaltered by this addendum, however, it will require the section of S Washington to be closed during operations.

Attachments: Resolution, 2021 MOU, 2024 Addendum

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Growing Hope has been operating a Farmer’s Market in the Freighthouse Plaza since 2013; and

WHEREAS, in April of 2021, Growing Hope entered a Memorandum of Understanding for operations at the Freighthouse Plaza; and

WHEREAS, due to the projected construction of the Feighthouse Plaza, Growing Hope is interested in relocating its operations to their property at 16 S Washington; and

WHEREAS, as part of the addendum memorandum of understanding, Growing Hope requests that South Washington, between Michigan Ave and Ferris, be closed and all fees be waived.

NOW, THEREFORE, be it resolved that the City Council of the City of Ypsilanti enter the attached addendum to the 2021 Memorandum of Understanding with Growing Hope to use the S Washington St for the Saturday Farmers Market, and authorize the Mayor and City Clerk to sign on the City’s behalf, per review by the City Attorney.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF YPSILANTI AND GROWING HOPE FOR USE OF THE FREIGHTHOUSE PLAZA FOR THE SATURDAY DEPOT TOWN FARMERS MARKET

This agreement is entered into on this 20th day of April 2021, by the City of Ypsilanti, a Michigan Home Rule City located at 1 South Huron Street, Ypsilanti, MI 48197 (hereinafter "City") and Growing Hope, a non-profit located at 922 W. Michigan, Ypsilanti MI 48197 (hereinafter "Growing Hope").

WHEREAS, the City owns the Freight House Plaza, located adjacent to the Ypsilanti Freight House 100 Market Place in the City of Ypsilanti, State of Michigan (hereinafter "Plaza"); and WHEREAS, Growing Hope has operated a farmers market in the plaza since 2013 and has expressed interest in cooperating with the City to establish a long-term plan to continue the market; and

WHEREAS, the City is interested in cooperating with Growing Hope.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the agreements of the Parties hereto, the City and Growing Hope mutually agree as follows:

2021 Memorandum of Understanding

**GROWING HOPE
&
CITY OF YPSILANTI**

As the manager of the Ypsilanti Farmers Markets, Growing Hope is wholly responsible for the following:

FUNDING

1. Providing and funding appropriate market staff for weekly management of the operations of the market, set-up/ tear-down, collecting the vendor fees, managing volunteers, etc.
2. Soliciting and securing market sponsors

OPERATIONS

1. Recruiting vendors and manage vendor relations; determining make-up of types of vendors (produce versus crafts, etc).
2. Establishing and enforcing market rules and policies, including applicable local, state, & federal laws
3. Managing all market finances, including token system, vendor fees, food assistance, reimbursements to vendors, et al
4. Managing the Food Assistance programs at the market as well as running the EBT / CC machine and all token tracking associated
5. Managing partnerships with agencies/ others to bring more services and events to the market, including with Prescription for Health, WIC Project FRESH, Senior Project FRESH/Market FRESH, Double Up Food Bucks, et al
6. Provide tent and table rental service as a market amenity
7. Recruit and place volunteers to assist at the market
8. Determining and advertising market days and hours and season length

MARKETING AND EVALUATION

1. Developing and leading marketing strategy, including promotion of the market (along with the Downtown Ypsi Farmers Market) via web site, social media and printed materials-both will be marketed as Growing Hope markets
2. Performing all market evaluation, including collection of data (including weekly sales data from vendors), surveys in order to report back to funders, boards, vendors and community on the state and impact of the market

COMMUNITY RELATIONS

1. Fostering relationship with Depot Town businesses in order to better support each other.
2. Apply for relevant permits from the City of Ypsilanti
3. Providing Liability Insurance for the Depot Town Farmers Market, City of Ypsilanti is named as additionally insured.

Under this agreement, the City of Ypsilanti, will:

1. Provide outdoor space in the plaza for the market and ensure the space is appropriately secured for all market days per management agreement with the City of Ypsilanti
2. Inform Growing Hope of any special events or other possible impediments to the market at least one month in advance, including street or parking lot closure because of festivals
3. Allow for the placement of a portable toilet on the grounds of the Freighthouse Building
4. Allow access to an electrical plug for use of growing hope.
5. Provide the necessary landscaping to ensure the plaza is safe for people of all ability levels to walk on

This agreement is valid for the 2021-2025 farmers market season. The farmers market season runs every Saturday May-October.

CITY OF YPSILANTI

Dated:

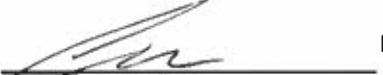
GROWING HOPE

Dated:



Lois Allen-Richardson
Mayor of Ypsilanti

Dayna Popkey



Dated:

Andrew Hellenga
Clerk of the City of Ypsilanti

ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF YPSILANTI AND GROWING HOPE FOR THE USE OF THE FREIGHTHOUSE PLAZA FOR THE SATURDAY DEPOT TOWN FARMERS MARKET

This Addendum modifies the agreement entered into on this 20th day of April 2021 by the City of Ypsilanti, a Michigan Home Rule City located at 1 South Huron Street, Ypsilanti, MI 48197 (hereinafter “City”), and Growing Hope, a 501(c)3 non-profit located at 922 W. Michigan, Ypsilanti, MI 48197 (hereinafter “Growing Hope”).

WHEREAS, the City owns the Freight House Plaza, located adjacent to the Ypsilanti Freight House at 100 Market Place in the City of Ypsilanti, State of Michigan (hereinafter “Plaza”);

WHEREAS, Growing Hope has operated a farmers market in the Plaza since 2013 and has expressed interest in cooperating with the City to establish a long-term plan to continue the market;

WHEREAS, Growing Hope currently operates under an agreement with the City that is valid throughout the 2025 farmers market season, and the Plaza is undergoing a redesign process with potential construction during the 2025 market season, which will render the Plaza unavailable for any events, including the farmers market, for the duration of the project;

WHEREAS, the City is interested in cooperating with Growing Hope.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the agreements of the Parties hereto, the City and Growing Hope mutually agree as follows:

1. Definitions

1.1 **"Parties"** refers to both the City and Growing Hope.

1.2 **"Market"** refers to the Ypsilanti Farmers Market operated by Growing Hope.

1.3 **"Construction Period"** refers to the time frame during which the Plaza is undergoing construction and will be unavailable for market operations.

2. Location

2.1 Growing Hope shall relocate the Ypsilanti Farmers Market to the Ypsilanti Farmers MarketPlace at 16 S Washington/16 Black Lives Matter Blvd and on S Washington/Black Lives Matter Blvd between Michigan Avenue and Ferris Street.

3. Operations

Growing Hope shall:

- Continue to be responsible for all operations and activities as outlined in the original Memorandum of Understanding (MOU) between the Parties.
- Place barriers supplied by the City to prevent traffic on S Washington/Black Lives Matter Blvd during market hours.
- Remove all trash and debris associated with the market and restore S Washington/Black Lives Matter Blvd to normal traffic by 4 PM on market days.

- Purchase any supplies, signage, or marketing materials necessitated by the change in location.

4. Community Relations

Growing Hope shall:

- Coordinate with the City, the Downtown Development Authority, and downtown businesses to foster relationships and better support one another.
- Apply for all relevant permits and fee waivers from the City of Ypsilanti.

5. Insurance

Growing Hope shall maintain public liability insurance covering its activities under this MOU and shall provide proof of such insurance to the City upon request.

6. City Responsibilities

The City shall:

- Allow the closure of S Washington/Black Lives Matter Blvd between Michigan Avenue and Ferris Street and provide appropriate barriers for road closure.
- Waive fees associated with the closure of S Washington/Black Lives Matter Blvd between Michigan Avenue and Ferris Street.
- Coordinate with Growing Hope to increase the Market's visibility with signage and/or banners, as permitted by applicable City ordinances.

7. Liability and Indemnification

Each Party shall indemnify and hold harmless the other Party from any and all claims, damages, losses, and expenses arising out of or resulting from the negligent acts or omissions of the indemnifying Party in connection with this Addendum.

8. Dispute Resolution

In the event of a dispute arising out of this Addendum, the Parties agree to first attempt to resolve the dispute through informal discussions. If unresolved, the Parties shall engage in mediation before seeking any legal remedy.

9. Governing Law

This Addendum shall be governed by and construed in accordance with the laws of the State of Michigan.

10. Validity

This agreement is valid for the 2025 market season. The outdoor farmers market operates every Saturday from May to October.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date first above written.

CITY OF YPSILANTI

GROWING HOPE

Nicole Brown, Mayor of the City of Ypsilanti
Date

Claire Austin, Farmers Market Co-Manager

Clerk of the City of Ypsilanti
Date

Julius Buzzard, Executive Director



REQUEST FOR LEGISLATION

November 12, 2024

From: Bonnie Wessler, Director of Public Works

Subject: Midyear Fee Schedule Update: Right of Way Permit: Commercial Alley Closing; Right of Way Permit: Sidewalk repair/replace; Right of Way Permit: Reinspection; additional recycle cans

The Department is proposing three fee schedule changes in advance of the new year.

First, it has come to light that there is not a separate fee item for closing a commercial alley, such as those downtown and in Depot Town. These alleys often serve as both utility corridors and delivery paths; in many cases there is no setback from the adjoining buildings from the alley making work on these buildings challenging. We propose a fee of \$1000 per week; by comparison, local streets are \$1,000 per lane per day. This is a separate fee from events, as these are generally multi-day, utilitarian closures. We are also proposing that this fee would include those "alley-like streets," such as Lincoln or Ninde just off East Cross.

Second, sidewalk repair permits are currently set at a flat \$50. This includes a pre-pour inspection and a final inspection. We propose that this be \$50 per 50', to offset the cost of inspection for longer sidewalk projects.

Third, we have had several right-of-way permit applications fail final inspection this year. Currently, we do not charge a re-inspection fee, unlike Building and Fire. We are proposing a \$50 fee for each reinspection after the first for all right-of-way permit types.

Fourth, we would like to reduce the price for second recycle wheelie bins. Currently, the price is set at \$75, which is cost. We have a large inventory and not much storage space; we would like to offer these at the reduced rate of \$25 to existing residential recyclers, with a maximum of two wheelie bins per unit.

RECOMMENDED ACTION: Approval

ATTACHMENTS:

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

NOW THEREFORE BE IT RESOLVED, THAT the fee schedule be updated with the following entries: Right-of-Way Permit Reinspection, each after the first reinspection, \$50; Right-of-Way Permit: Alley Closure, \$1,000 per week; Right-of-Way Permit: Sidewalk Repair/Replacement, \$50 for the first 50' and an additional \$50 per increment of 50' thereafter; Recycle Carts- each, \$25.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



From: David Blakley, General Foreman
Bonnie Wessler, Director of Public Works

Subject: Purchase of Public Works Vehicles

The Department of Public Works (DPW) has scheduled vehicle replacements in the budget to replace some of the aging vehicles in our fleet. We have deferred the purchase of several vehicles in years past due to supplier shortages and budget concerns. Those vehicles are listed in the table below. Purchase prices and specs were drawn from the State of Michigan MIDEal cooperative purchasing. \$25,000 of the snow plow truck purchase is offset by using the Domino's "Plowing for Pizza" grant received last winter. The increase in budget from the anticipated \$40,000 for the 103 replacement is due to switching from a ICE drivetrain to a hybrid drivetrain; the increase in capital cost is expected to be offset by a reduction in operating cost (fuel consumption).

Budget is drawn from Motorpool DPW Street Division current year capital (641-9320-987-01), currently budgeted with approximately \$720,000.

Vehicle #	Vehicle type	Year purchased	Replacement Reason	Budget Amount	Purchase Amount
102	Small pickup	2011	Beyond replacement date	\$40,000	\$31,433
103	1/2 ton pickup	2009	Beyond replacement date; recent crash	\$40,000	\$63,000
109	Class VII Dump Truck (Plow Truck)	2014	At replacement date	\$250,000	\$279,724
126	1-ton pickup, upfit (with front plow)	2014	Beyond replacement date	\$70,000	\$83,461
452	1-ton pickup, upfit	2011	Beyond replacement date	\$70,000	\$66,980
				\$470,000	\$524,598

RECOMMENDED ACTION: Approval

ATTACHMENTS:

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the operation of The Department of Public Works is an ongoing and important service offered to residents in the City of Ypsilanti; and,

WHEREAS, the City Council of the City of Ypsilanti had allocated funds in past budgets for these purchases; and,

WHEREAS, the purchase price of the vehicles is more than the originally budgeted amount;

WHEREAS, the remainder of the purchase price can be drawn from current year motorpool capital;

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti approves the purchases in the amount totaling \$524,598 to be expended from the appropriate motorpool capital accounts, with any change orders to be approved by the City Manager.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:







October 28, 2024

City of Ypsilanti
One South Huron Street, Ypsilanti, MI 48197
Attn: David Blakley, ph: (734) 483-1421
HQ0004618

Equipment Quotation

The following pricing will be based on City of Rochester Hills RFP-RH-20-023 contract awarded September 2020

Install Monroe 11' Radius Dump Spreader (RDS) Body including the following:

Overall length is 132", outside width is 96" and overall side height is 56" (8 cubic yard capacity)
Body shell is constructed of unpainted 3/16" 201 stainless steel
Body longitudinals are 1/4" 201 stainless steel
Auger trough is constructed of type 201 stainless steel
Dual auger discharge with 3.6:1 planetary gear boxes and 24.9 CI motors
Application rate sensor built into one motor, 100 pulse-type
Augers are 7" diameter and step-flighted
Augers include hard-surfaced auger flighting
Stainless steel bearing adjusters
Tailgate construction is 3/16" type 201 stainless steel
Air-operated tailgate release
Grease extension kit for rear bearings, tailgate pivot arms, front bearings and hoist trunnion
Hinged top screens 3/8" rods welded to form 2.5" squares, mild steel - powder Black
Extended single axle fender kit installed integrally to the body of 7-gauge 201 stainless steel
24" cabshield constructed of 10-gauge 201 stainless steel
3-hole 6" oval cutouts for lights in rear pillars
Mailhot-type double-acting lift cylinder with trunnion mounts on body
Install AR450 steel auger cover bolt-in plate (for summer operations)
Install one (1) 201 stainless steel fold-down ladder, rear driverside of dump
Install branch deflector on cabshield, curbside
Install body prop kit on each side of the frame
Mudflaps installed in front of and behind drive tires

Install Monroe model MS969-OW/DD-DD Rear Cross-Auger Undertailgate Spreader including the following:

201 stainless steel construction
Folding center lid, chute and unload door assembly for RDS connection, stainless steel
28 cubic inch direct-drive motor, 7-gauge trough with 1/4" endplates
Dual-discharge capability for right-hand and left-hand discharge
9" auger with 4" pitch one-way, left-hand flighting with motor on right-hand
Driver-side and passenger-side of the auger include a self-leveling 18" poly spinner assembly
All necessary hoses and fittings and stainless steel hydraulic couplers for disconnect

Install Roll-Rite 6200 Tarp System including the following:

Window-shade manual pull-style
Aluminum wind deflector and end plates
Mesh-type tarp cover
Install tarp hooks mounted rear of body

Install 30-gallon Slimline Hydraulic Oil Reservoir including the following:

Steel construction
Mounted behind cab and above frame

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Tank-mounted Zinga-type return filter
Suction strainer mounted in the tank
Ball valve shutoff on hydraulic tank
Low oil sensor mounted inside the tank
Tank is full of AW32 hydraulic oil
Solid-state float switch
Tank labels and sight gauge indicator included
Tank to be painted Black

Install Rexroth model A10VO100 Hydraulic Load-Sense Piston Pump including the following:

Pump is front-mounted with 100CC displacement
Spicer 1310 driveline with companion flange for easy removal
12-volt auto shutdown block
Low-oil shutdown valve and override circuit switch in-cab

Install Rexroth 8m4-12 Load-Sense Hydraulic Valve including the following:

Pressure-compensated flow controls for the following functions:
Air section for Dump Hoist with 500 PSI A-port load-sense limit DA
Air section for Scraper up/down with 500 PSI A-port load-sense limit DA
Air section for Scraper left/right DA
Air section for Front Plow up/down DA
Air section for Front Plow left/right DA
Air section for Wing Plow up/down DA
EPC section for Conveyor
EPC section for Cross Conveyor
EPC section for Spinner

Above valves mounted within frame-mounted stainless steel enclosure
Stainless steel pipe for hydraulic lines to rear
Stainless steel hydraulic couplers for spreader circuit

Install Apsco air-actuated control levers (ordered L-R from driver) in console:

- (#1) single-axis lever for scraper up/down
- (#2) single-axis lever for scraper left/right
- (#3) single-axis lever for plow up/down
- (#4) single-axis lever for plow left/right
- (#5) single-axis lever for wing up/down
- (#6) single-axis lever for hoist w/detent up/down

Install Rexroth CS630 Electric Salt Spreader Controller including the following:

Operation in closed-loop ground speed orientation, groundspeed triggered or manual modes
Push-button pause & blast features
3rd channel/dial for cross auger control

Install Monroe 34" Hustling Truck-portion Hitch including the following:

12" channel front bumper with tapered ends
3" DA lift cylinder with Socatri rod
Front tow hooks on kicker legs
All necessary supports and braces

Install Monroe 12' model MS4512 Underbody Scraper including the following:

20" x 1" moldboard
Grade 50 high tensile steel moldboard
½" thick hanger board with grease manifold brackets installed
2-½" O.D. hinge shaft
Two heavy-duty shock absorbers
Bolt-in trunnion caps for canisters; Outer arm remains bolt-on style

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Two, 3-1/2" x 10" actuating cylinders; Socatri rods

Cushion valve

1" solid circle with 5" centerpin

Centerpin is piloted into hanger board

Two, 4" x 12" reversing cylinders; Socatri rods

Three hinge anchor points

Hydraulic pipes

20.5" x 7" poly hold-down blocks

Mounting hardware & parts-installation manual

Hose kit and j-50 type relief valve

3/4" solid hanger plates

Remote grease line kit with manifolds

Scraper is powder-coated Black

Grease line kit with manifolds

Paint ends of moldboard Orange

Install Kennametal single-insert carbide cutting edges (three 4' sections)

Install one (1) Kennametal carbide curbguard on curbside of moldboard

Install serrated safety step on end of moldboard, streetside

Install Monroe 7' Paraglide Jr. Wing for single axle chassis including the following:

Moldboard inboard shall be 27" and outboard height to be 28"

Both inboard and outboard measurements include the 8" cutting edge installed

Moldboard shall be 3/16" A36 steel

Moldboard includes a 4" x 4" x 3/4" bottom angle

Top of moldboard shall be formed into a 2-3/4" x 1" channel for additional strength

Para-Glide style wing post mounted behind the scraper

Wing post shall be of a trailing-link style with 12" of lift and designed to allow the moldboard to float up a minimum of 8-12" when in the plowing position

Junior wing includes a heel cylinder that lifts off the banjo plate

Single, cushioned rear pusharm

Moldboard is powder-coated Orange

D-type rubber bumper stops

Safety chain at rear

5" x 7" rear cross tube for rear wing support

Sequencing valve with hoses and couplers

Install stainless steel bracket on end of wing moldboard with a flush-mounted SoundOff dual mPower

(mo. EMPSA0B0B-P) amber/green flasher light pointed rearward and an LED marker light pointed forward

Install one (1) 4" LED work light to illuminate wing

5/8" x 8" x 84" reverse-curve steel cutting edge

Install two (2) cast-iron TTWS moldboard shoes

Install one (1) curved carbide curbguard (TTS part# 4191060)

Stainless steel couplers for wing circuits

Install safety clamp for wing push-arm spring

Install Custom Lighting & Electrical including the following:

Chassis 6-pack of programmable switches for: flashers, scraper light & spreader light

Console switches (L-R) for:

1. Pump shutdown/override
2. Air Tailgate with safety cap

Indicator lights for: body-up, low-oil & pump shutdown

Truck-Lite front plow lights with aluminum mounting brackets

Four (4) SoundOff LED mPower (mo. EMPS20V38-P) amber/green flashers mounted in the following:

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- Two (2) on cabshield, front-facing
- Two (2) at bottom of cabshield, one each side-facing
- Rear corner posts 3-hole cutouts, each side including:
 - One (1) SoundOff LED nForce (mo. ENFSLSRV12) amber/green flashers in top holes
 - One (1) SoundOff LED STT light in middle holes
 - One (1) SoundOff LED backup lights in bottom holes
- Two (2) 4" Maxxima LED scraper work lights mounted one on each side
- Two (2) 4" Maxxima LED spreader work lights mounted at rear, one on each side
- LED dump body marker lights
- Proximity switch for dump body-up light
- Betts junction box mounted at the rear of the dump body
- Backup alarm
- Install Rear Hitch Plate ¾" Steel with side supports including the following:**
 - PH20 Pintle Hook, multi-drill pattern on hitch plate for adjustable mounting
 - Two (2) heavy-duty D-rings for safety chains
 - 7-way RV flat-pin trailer plug
 - Rear tow hooks outside of frame rails
- Install Electric Brake Controller**
- Install Minimizer Floor Mats for Freightliner 108 SD (mo. FKFRTL2B-MIN / 10002265)**
- Paint Bottom of the body, body hinge, body props, attaching hardware, front & rear hitch painted Black**

Above installed equipment pricing: **\$162,956.00 ea.**

HQO004622

Option #1 Install Roll-Rite Electric Tarp System in lieu of Manual Pull-style Tarp System including the following:

- Direct-drive motor/gear box assembly
- Aluminum wind deflector
- Aluminum tarp and tension bows
- 3-spring tarp arms
- Mesh-type tarp material
- Delete rear dump tarp hooks
- Install tarp control switch in console

Option #1 installed equipment pricing, add: \$1,696.00 ea.

HQO004623

Option #2 Install TTS Pneu-Logic multi-function single air-operated joystick in lieu of levers including:

- 6-button single joystick controller for front plow, scraper, wing plow & hoist operations
- Remote pause & blast buttons on joystick
- Heads-up display mounted on dash for indicating joystick functions
- Pneu-Logic armrest console switches (L-R) for: Pump shutdown/override & Air Tailgate with safety cap
- Heads-up Display indicator lights for: joystick functions, body-up, low-oil, pump shutdown & tailgate open
- Armrest console with base mount
- Color-coded air lines to valve sections

Option #2 installed equipment pricing, add: \$4,326.00 ea.

Option #3 Install Grease Line Manifold Kit for Paraglide Wing post (part# 00184730)

Option #3 installed equipment pricing, add: \$545.00 ea.

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HQO004624

Option #4 Install LaserLine model GL3000PMC Wing Plow Guidance Laser including the following:

- Green "ultra-bright" laser assembly enclosed in weatherproof housing
- Heated front window lens to reduce or eliminate icing
- Pneumatic air blast mechanism for lens, blasting every 5 seconds
- Control switch installed in-cab for laser on/off and air blast on/off
- Laser assembly installed on roof of cab

Option #4 installed equipment pricing, add: **\$3,500.00 ea.**

HQO004625

Option #5 Install Voyager Rearview Camera with Wash System including the following:

- System tying into chassis wiper fluid reservoir
- Chassis wiper controls for activating wash system, momentary in-cab switch for air puffer
- Air puffer & washer fluid tubing
- VCMS24B color camera, high performance and waterproof, location determined at build
- MSF5000 stainless steel camera box
- CEC34L1 loomed 34' main cable for monitor
- VOSHD6MNT double-knuckle monitor mount
- VOM719WP 7" LCD color monitor, waterproof

Option #5 installed equipment pricing, add: **\$1,895.00 ea.**

Chassis requirements to be confirmed prior to order entry:

- CA: 114"
- Highest ground clearance for scraper package
- Horizontal DPF and SCR mounted under the cab
- 6-gallon DEF tank mounted 48-52" back of cab
- Front of engine PTO provision
- Trailer pre-wiring to rear
- Front frame extension
- Delete OEM front bumper
- 50-gallon fuel tank mounted under the driver's door, raised mounting
- Stationary grille
- Plow light/Headlight switch and related OEM wiring
- Programmable 5-pack of switches

Minimum full 1-year warranty on parts and labor on all equipment.

Payment Terms: Net 30. Pricing effective for 30 days.

- Pricing does not include any of the Rochester Hills RFQ discounts that may be applicable.
- 2% discount off total taken at invoice if payment received within 30 days.

FOB: City of Ypsilanti

Delivery: 14 months ARO

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Brian Bouwman



107 S. Groesbeck • Mt. Clemens, MI 48043 • (586) 783-2444 FAX (586) 469-8054

10/8/2024

City of Ypsilanti
RE: RH Co-Op Chassis Pricing

Attn: Mr. David Blakely

The following is 2025 Model Year, Freightliner chassis pricing information per your request. Pricing and conditions are per the proposed Rochester Hills Co-op RFP-RH-20-023 agreement.

Single Axle 39,000 GVW Dump with wing plow

Chassis Model: 108SD Plus

Base Chassis Price:	\$84,993
2022 Model Year.....	900 add
2023 Model Year.....	1,000 add
2023 Model Year Surcharge.....	6,700 add
2024 Surcharges & Pricing	5,925 Add
2025 Surcharges & Pricing	1,500 Add
330 HP Cummins L9 in lieu of 300 HP	936 Add
Power Steering Cooler	120 add
Driver Controlled Traction Control	530 add
Hendrickson Primaax 26k upgrade.....	1,450 add
Fender extenders	50 add
Safety Package	187 add
Power Windows/doors	219 add
Driver's seat 3 chamber upgrade	134 add
6 pack of switches:	208 add
Cooling System Ext Warranty 5/100 (optional)	315 add
Delete Hood Hatches	361 Deduct

TOTAL: **\$ 104,806**

Steven Sexton
Municipal Sales Manager
Wolverine Truck Group





City of Ypsilanti DPS

Prepared For: David Blakley
(734) 483-1421
dblakley@cityofypsilanti.com

[Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck

TODD WENZEL CHEVROLET
3156 HIGHLAND DR, PO BOX 310
HUDSONVILLE, MI 49426

State of Michigan MiDeal Contract # 071B7700178
MiDeal Spec # 0101-MDT

City of Ypsilanti DPS Pricing (MiDeal Pricing)

2024 Chevrolet Silverado 3500HD Crew Cab 4x4 w/ Dump

14,000# GVWR	Diesel/Allison	Crew Cab w/ 9' Dump	
2024 Chevrolet Silverado 3500HD Crew Cab 60" CA			\$ 56,359.00
DMP – Godwin 9' Dump Package by STE Truck			\$ 13,757.00
6SB – 6" Rectangular Step Bars (Black, GMA)			\$ 825.00
Total			\$ 70,941.00

Options:

FLD – Option for Fold Down Sides on Dump Body	+ \$ 1,650.00
B9V – Boss 9'2" Power VXT Steel Plow w/ Deflector	+ \$ 8,886.00
MLP – Municipal LED Lighting Pkg (Green/Amber)	+ \$ 1,984.00

Prices Quoted are for a MiDeal Dealer Stock Purchase.
(3) Chassis on Ground, Available for Immediate Upfitting.
FOB Ypsilanti, MI



Todd Wenzel Buick-GMC and TW Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

[Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck (Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$51,200.00
Total Options	\$11,433.00
Vehicle Subtotal	\$62,633.00
Destination Charge	\$1,995.00
Grand Total	\$64,628.00

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Albert Li | (734) 713-1065 | ali@toddwenzel.com

[Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck (Complete)

Selected Model and Options

MODEL

CODE	MODEL
CK31043	2024 Chevrolet Silverado 3500HD CC 4WD Crew Cab 177" WB, 60" CA Work Truck

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS

CODE	DESCRIPTION
FE9	Emissions, Federal requirements
L5P	Engine, Duramax 6.6L Turbo-Diesel V8
MGM	Transmission, Allison 10-speed automatic
GU6	Rear axle, 3.42 ratio
1WT	Work Truck Preferred Equipment Group
PYW	Wheels, 17" (43.2 cm) painted steel
QZT	Tires, LT235/80R17E all-terrain, blackwall
ZZT	Tire, spare LT235/80R17E all-terrain
GAZ	Summit White
AZ3	Seats, front 40/20/40 split-bench
H2G	Jet Black, Vinyl seat trim
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo
PCV	WT Convenience Package
VYU	Snow Plow Prep Package
K05	Engine block heater
—	Battery, heavy-duty dual 730 cold-cranking amps/70 Amp-hr, maintenance-free
KW5	Alternator, 220 amps
NZZ	Skid Plates
K40	Exhaust brake
RVQ	LPO, Black tubular assist steps, 6" rectangular
BHP	Winter Grille Cover

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[Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck (Complete)

OPTIONS	
CODE	DESCRIPTION
DBG	Mirrors, outside power-adjustable vertical trailinging
AKO	Glass, deep-tinted
9L7	Upfitter switch kit, (5)
K34	Cruise control, electronic
C49	Defogger, rear-window electric
R9L	Deleted 3 Years of Remote Access
5N5	Rear Camera Kit.
8S3	Back-up alarm, 97 decibels.
Options Total	

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[Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck (Complete)

Standard Equipment

Mechanical
Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
Transmission, Allison 10-Speed automatic (STD)
Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
Auto-locking rear differential
Air filter, heavy-duty
Air filtration monitoring
Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)
Four wheel drive
Cooling, external engine oil cooler
Cooling, auxiliary external transmission oil cooler
Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
Trailer brake controller, integrated
Recovery hooks, front, frame-mounted, Black
Body, Chassis Cab
Frame, fully-boxed, hydroformed front section and an open "C" rear section
GVWR, 14,000 lbs. (6350 kg)
Suspension Package
Steering, Recirculating Ball with smart flow power steering system
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Fuel tank, front and rear, 63.5 gallon
Capped Fuel Fill

Exterior
Wheels, 17" (43.2 cm) painted steel
Tires, LT235/80R17E all-terrain, blackwall
Dual Rear Wheels
Wheel trim, painted center caps

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[Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck (Complete)

Exterior

- Bumpers, front, Black
- Bumper, rear, delete
- Moldings, beltline, Black
- Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)
- Headlamps, halogen reflector with halogen Daytime Running Lamps
- IntelliBeam, automatic high beam on/off
- Lamps, Smoked Amber roof marker, (LED)
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp with switch in bank on left side of steering wheel
- Mirrors, outside high-visibility vertical trailing lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not included on Regular Cab models.)
- Mirror caps, Black
- Glass, solar absorbing, tinted
- Door handles, Black grained

Entertainment

- Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
- Audio system feature, 6-speaker system (Requires Crew Cab model.)
- Bluetooth for phone, connectivity to vehicle infotainment system
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

- Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Vinyl seat trim
- Seat, rear 60/40 folding bench (folds up) 3-passenger, (includes child seat top tether anchor) (Requires Crew Cab model.)
- Floor covering, rubberized-vinyl
- Steering wheel, urethane
- Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

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[Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck (Complete)

Interior

- Compass, located in instrument cluster
- Driver Information Center, 3.5" diagonal monochromatic display
- Exterior Temperature Display located in radio display
- Rear Seat Reminder (Requires Crew Cab model.)
- Brake lining wear indicator
- Window, power front, drivers express up/down
- Window, power front, passenger express down
- Windows, power rear, express down (Not available with Regular Cab models.)
- Door locks, power
- Remote Keyless Entry, with 2 transmitters
- Power outlet, front auxiliary, 12-volt
- USB Ports, 2, Charge/Data ports located on instrument panel
- Air conditioning, single-zone
- Air vents, rear, heating/cooling (Not available on Regular Cab models.)
- Mirror, inside rearview, manual tilt
- Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
- Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
- Back-up alarm calibration. This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Not available with (8S3) Back-up alarm.)

Safety-Mechanical

- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
- Automatic Emergency Braking
- Front Pedestrian Braking

Safety-Exterior

- Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

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[Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck (Complete)

Safety-Interior

Following Distance Indicator

Forward Collision Alert

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

3 Years of Remote Access The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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1400 E. 14 Mile Road
Warren, MI 48092
www.hamiltonchevy.com

I

PURCHASE PROPOSAL FOR:	Buyer 1:	City of Ypsilanti				Date:	11/06/2024		
	DOB:		D.L.#:	Fleet # 803553		Sales Rep:	Scott		
	Buyer 2:					Stock#:	A6156		
	DOB:		D.L.#:			Wt. Fee:	51200		
Address:	One South Huron St					Make:	Chevrolet		
City:	Ypsilanti		State:	M	I	Zip:	48197	Model:	Silverado 3500
County:		Phone:	734-664-4188		Miles:		Plate #:	N/A	
Email:	dbalakley@cityofypsilanti.com				Used	RV	Year:	2024	
OPTIONS/UPGRADES					VIN#	1GB4YSE78RF269518			
					RETAIL PRICE				
					DISCOUNT				
					SALE PRICE	\$ 66,965.00			
					Options/Upgrades				
					Non-Taxable				
					Doc Fee				
					Total Sales Price	\$ 66,965.00			
					Trade Allowance				
					Payoff on Trade				
					Plate and Title Fee	\$ 15.00			
					Tax and State Fees				
					Subtotal				
					Deposit				
					Cash Down				
					BALANCE DUE	\$ 66,980.00			
					TRADE-IN INFORMATION				
TOTAL					Make:		Year:		
Leading the Way ***					Model:		Payoff:		
					VIN:				
Manager Approval					Lein :				
					Customer Signature				
					Customer Signature				



2024 Summary of Activities:

WRRMA continued to move forward with the goal of increasing the quantity of high-quality recycling for WRRMA communities. Board members have agreed upon a regular education and outreach method and cycle. The focus of 2024 continues to be developing a collective service contract which is anticipated to be released in early 2025. Finally, WRRMA staff provided updates on the Countywide Materials Management Planning process and proposed state legislation.

WRRMA provides a recycling search engine for residents to help them understand what is recyclable in their community. The “Waste Wizard” is incorporated into the front page of the WRRMA website. Several member municipalities incorporate the website into their waste and recycling page as a resource for residents. As of October 21, 2024, the Waste Wizard had 8,528 searches from 4,660 residents.

The Board discussed options for how they’d like to pursue education and outreach and agreed upon a regular three-year cycle. In the first year, WRRMA will collect data. A contamination audit is scheduled for mid-November of 2024. The results of the audit will be used to create messaging in 2025. In the final year of the cycle, WRRMA will deliver educational messaging about the recycling process with an aim to provide clarity and reduce confusion about how the recycling process works.

The largest initiative of 2023-2024 has been pursuing a collective service contract for trash, recycling, and yard waste with the same or better service level at a lower price than what could be obtained by an individual municipality. With an increased number of households serviced, the authority can leverage increased negotiating power and take advantage of increased efficiencies. WRRMA would manage the contract and resolve service issues. WRRMA released a request for proposals in December 2023, received competitive pricing for services, and partially negotiated a contract at which point it had to discontinue as two municipalities pursued a 1-year contract extension with their existing provider. Now, four interested members’ contracts will expire in September 2025. WRRMA is collecting member input and anticipates releasing an RFP in January 2025. Interested members are asked to sign a contract between WRRMA and the municipality for WRRMA to manage their materials conditional upon certain terms such as realizing cost savings.

The manner that waste and recycling are managed will change. The State of Michigan has amended Act 451 to require counties to have a Materials Management Plan. County staff contracted by WRRMA provide regular updates on the initial stages of the planning process as it develops. County staff also provide updates on legislative bills that can impact member municipalities such as waste tip fee surcharges, extended producer responsibility bills for packaging which would fund recycling, and bills that would enable the County to regulate single use plastics commonly referred to as the “bag ban ban.”



**DRAFT Washtenaw County Regional Resource Management Authority (WRRMA)
Fiscal Year 2025 Budget**

Washtenaw County Regional Resource Management Authority's fiscal year begins January 1 and ends December 31. The proposed budget is prepared, discussed, and per the Articles of Incorporation, sent to Authority member's legislative bodies for objections each October. The WRRMA Board will review and address objections received by December 1, and then set their budget at the December meeting. The members of the WRRMA are: The Charter Township of Ann Arbor, Pittsfield Charter Township, Scio Township, the Charter Township of Ypsilanti, the City of Ann Arbor, the City of Dexter, the City of Saline, and the City of Ypsilanti.

Revenue: Authority Members have agreed to provide membership dues to advance the goals and initiatives falling within the purposes of WRRMA. The membership dues are collected in arrears and invoiced in December. Eight municipal members contribute membership dues of \$5,000 each.

Expenditures: WRRMA has not applied for grants for FY2025 and no matching funds are anticipated. WRRMA's budget may change in 2025. If a multi-community joint contract for trash, recycling, and yard waste or other organics is finalized, WRRMA would hire staff to provide services. Funding for additional costs incurred, such as insurance, and work performed to administer and execute a collective service contract will be paid for by members who are part of the contract. Until the scope of work is discussed and refined by the WRRMA Board, the 2025 budget will be based upon prior budgets. Expenditures in 2024 are budgeted for \$40,000.

Washtenaw County Staff time for administrative support includes staff time, overhead, and fringe. Staff time includes only work done on behalf of WRRMA. Time is tracked and reimbursed in accordance with the contract including coordination responsibilities, budget creation and tracking, contract creation, billing, grant application and coordination, meeting support, campaign creation, social media outreach and monitoring, website development, and any other education and outreach requirements requested by the Board. Contracted legal support provides legal advice and opinions, WRRMA meeting attendance, occasional municipal board attendance, material creation review, negotiations, contract assistance, and any litigation. Operating supplies provides support materials required for campaign costs.

(Revenue and expense details on the next page)

WRRMA BUDGET FY2025

Description	Amount
REVENUE	Budgeted
Member Contribution	\$40,000
State Revenue	\$ -
Local Revenue	\$ -
Total Revenue 2024	\$ 40,000
EXPENDITURES	Budgeted
Salaried	\$18,000
Printing	\$200
Postage	-
Operating Supplies	\$550
Auditing	\$700
Consultants and Contracts	-
Advertising and Outreach	\$4,550
Project Costs	-
Legal	\$ 16,000
Total Expenditures 2024	\$ 40,000