



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, December 17, 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 - 45 MINUTES TOTAL (3 MINUTES/EACH SPEAKER)

VI. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. Resolution No. 2024-276 Approving the minutes of the meeting of December 3, 2024.
- B. Resolution No. 2024-277 Approving the request to waive the noise permit fees for the 2024 Holifest in the amount of \$450, pursuant to the City's Special Events Policy.
- C. Resolution No. 2024-278 Appointing Evan Sweet to the Parks and Arts Commission, with a term ending July 1, 2027.
- D. Resolution No. 2024-279 Appointing Colton Babladelis to the Sustainability Commission, with a term ending May 1, 2027.
- E. Resolution No. 2024-280 Approving the amended contract with the Michigan Department of Environment, Great Lakes, and Energy and the amended MOU between the City of Ypsilanti and Huron River Watershed Council for the amount of \$5,980,716.20 for personnel and contractual services to remove Peninsular Dam, subject to the review of the City Attorney
- F. Resolution No. 2024-281 Approving the MOU between the City of Ypsilanti and Huron River Watershed Council for the amount of \$800,000 for personnel and contractual services to remove Peninsular Dam, subject to the review of the City Attorney.
- G. Resolution No. 2024-282 Authoring the city to enter into a Memorandum of Understanding with the University Musical Society for the use of the Freighthouse during April and September in 2025 and 2026.

- H. Resolution No. 2024-283 Approving the "Standard Interconnection Agreement" with Chart House Energy and authorizing the City Manager to sign the agreement on behalf of the City.
- I. Resolution No. 2024-284 Appointing Nicole Ajami and Andrew Sugerman as Assistant City Attorneys, upon the recommendation of Randolph Barker, the future Ypsilanti City Attorney.
- J. Resolution No. 2024-285 in conjunction with the Ypsilanti Police Advisory Commission, Authorizing to send support for House Bill 6121 labeled, "Reporting of Law Enforcement Officer Misconduct Privacy Act," and that a copy of this resolution be forwarded to our state representative, senator, and the governor.
- K. Discussion regarding Council Agenda process and deadlines, including discussions two weeks in advance of voting on resolutions and publishing the packet a week before our meetings.
- L. Discussion regarding responses and questions from the Sustainability Commission regarding Council requested grass and weeds Ordinance updates.

VII. 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

VIII. LIAISON REPORTS

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

IX. COUNCIL PROPOSED BUSINESS

X. COMMUNICATIONS FROM THE MAYOR

XI. COMMUNICATIONS FROM THE CITY MANAGER

XII. COMMUNICATIONS

XIII. PUBLIC COMMENT - CONTINUED (3 MINUTES)

XIV. REMARKS FROM THE MAYOR

XV. ADJOURNMENT

- A. Resolution 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.



REQUEST FOR LEGISLATION
December 17, 2024

For: Mayor and City Council

From: Tracey Boudreau, City Clerk

Subject: Resolution No. 2024-276 Approving the minutes of the meeting of December 3, 2024.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Resolution No 2024-276 Minutes
2. December 3, 2024 Council Meeting Minutes

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: December 17, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-276
December 17, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of the December 3, 2024 City Council Meeting be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**MINUTES
REGULAR COUNCIL MEETING
7:00 PM - Tuesday, December 3, 2024
Council Chambers
One South Huron, Ypsilanti, MI 48197**

I. CALL TO ORDER

Mayor Brown called the meeting to order at 7:01 p.m.

II. ROLL CALL

PRESENT at roll call were Mayor Brown, Mayor Pro-Tem Wilcoxon, Council Member King, Council Member McLean, Council Member Simmons, and Council Member Tooson. ABSENT: Council Member Fellows.

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. CLOSED SESSION

- A. Resolution to enter into a Closed Session, pursuant to MCL 15.268 Section 8 (e), for the purpose of discussing the pending litigation of City of Ypsilanti v Brent Yuchasz.**

Council Member Tooson moved to enter into a Closed Session, pursuant to MCL 15.268 Section 8 (e), for the purpose of discussing the pending litigation of City of Ypsilanti v Brent Yuchasz. Mayor Pro-Tem Wilcoxon seconded the motion.

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

No: 0 None

Absent: (1) Amber Fellows

Council moved to the basement Conference room for the closed session.

- B. Motion to leave the Closed Session.**

Council Member Tooson moved to leave the closed session and return to the open session of the meeting. Council Member Simmons seconded the motion and the motion passed upon a voice vote.

V. AGENDA APPROVAL

Mayor Pro Tem Wilcoxon and Council Member Tooson requested to add a Presentation regarding and Overview of the Retiree Health Care Plans.

Council Member McLean moved to Approve the AGENDA as amended. Council Member Tooson seconded the motion.

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

No: 0 None

Absent: (1) Amber Fellows

VI. PUBLIC COMMENT (3 MINUTES)

No members of the public spoke.

VII. PRESENTATIONS

Presentation of Overview of Retiree Healthcare Plans

VIII. ORDINANCES FIRST READING

IX. RESOLUTIONS/MOTIONS/DISCUSSIONS

A. Resolution No. 2024-272 Approving the minutes of the meeting of November 26, 2024.

Council Member McLean moved to Approve Resolution No. 2024-272 Approving the minutes of the meeting of November 26, 2024, as amended. Council Member Tooson seconded the motion.

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

No: 0 None

Absent: (1) Amber Fellows

B. Resolution No. 2024-273 Adopting Ordinance No. 1442 entitled "A Revised Sewer Ordinance" amending Chapter 106, Sections 140 through 450 of the Code of Ordinances, upon second and final reading.

Mayor Pro-Tem Wilcoxen moved to Approve Resolution No. 2024-273 Adopting Ordinance No. 1442 entitled "A Revised Sewer Ordinance" amending Chapter 106, Sections 140 through 450 of the Code of Ordinances, upon second and final reading. Council Member McLean seconded the motion.

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

No: 0 None

Absent: (1) Amber Fellows

C. Resolution No. 2024-274 Electing Council Member King as Liaison to the Senior Center.

Council Member McLean offered a friendly amendment by changing the resolution from "electing" to supporting the nomination of" and it was accepted.

Council Member Simmons moved to Approve Resolution No. 2024-274 supporting the nomination of Council Member King as Liaison to the Senior Center. Council Member McLean seconded the motion.

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

No: 0 None

Absent: (1) Amber Fellows

D. Resolution No. 2024-275 Removing the Pledge of Allegiance from the Council standing Agenda.

Council Member King moved to Approve Resolution No. 2024-275 Removing the Pledge of Allegiance from the Council standing Agenda. Council Member Simmons seconded the motion.

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

No: 0 None

Absent: (1) Amber Fellows

X. BOARD AND COMMISSION - LIAISON REPORTS

A. Police Advisory Commission

Council Member Tooson reported that the next meeting is Thursday, December 5th. They have their Annual Report complete and are still looking for a Ward 1 Commissioner.

B. Human Relations Commission

No report.

C. Parks and Arts Commission

Council Member McLean reported that the next meeting is December 16th.

D. Sustainability Commission

No report.

E. Historic District Commission

No report.

F. Planning Commission

Mayor Pro Tem Wilcoxen reported that there have been no meetings.

G. Zoning Board of Appeals

Mayor Pro Tem Wilcoxen reported that there have been no meetings.

XI. LIAISON REPORTS

A. SEMCOG Update

No report.

B. Washtenaw Area Transportation Study

No report.

C. Urban County

No report.

D. Ypsilanti Downtown Development Authority

No report.

E. Friends of Rutherford Pool

Mayor Pro Tem Wilcoxen reported that there is a meeting scheduled this month.

XII. COUNCIL PROPOSED BUSINESS

Council Member Tooson -

- Many thanks to the Blake Corum Foundation and the Supreme Felons for handing out over 600 Turkeys for Thanksgiving. Tooson hopes for the same generosity around Christmas.

No business from Council Member McLean.

Mayor Pro Tem Wilcoxen -

- Requesting repairs to the alley off Grant Street and fielding requests for snow removal.
- Planning to bring forward ways to change the schedule and structure of Council Meetings. Wilcoxen is hoping for more participation and discussion before voting on items. Wilcoxen would also like to get the Agenda packet a week ahead of the meeting.

Council Member Simmons -

- Agreed with Wilcoxen, but believes that other things need to change as well, such as how items are brought forward to Council.
- Requesting to add a discussion and/or resolution about reaching out to Washtenaw County with housing needs.
- Would like to have the Sustainability Commission look at ordinances and laws regarding lawns, weeds, and leaf blowers and then give recommendations.

Council Member Simmons moved to instruct the City Clerk to contact the Chair of the Sustainability Commission and instruct the commission to have a conversation regarding the questions, thoughts, and concerns they have for Council that will help them work on a review of the Lawn, Weed, and leaf blower ordinances. Council Member McLean seconded the motion.

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

No: 0 None

Absent: (0) Amber Fellows

Council Member Simmons continued -

- The commissions need guidance. Asking that the staff liaisons talk to their respective commissions and ask what they want and need from Council.

- Would like to have a discussion about creating a Dog Park in the City. Is there interest and is it viable? Simmons offered a motion to have this discussion sent to the Parks and Arts Commission, but withdrew after further discussion.
- Requesting to add a discussion about a possible competition to design a new City Flag.
- Received an email regarding car sharing and is that something that would go through the City? City Manager Hellenger noted that the City has tried that in the past and the cars sat in the Washington lot and were never used. DPW Director Wessler also noted that there was a program like this on the EMU campus from approximately 2016-2019.

Council Member King -

- Bringing forward resident concerns regarding smoking in Riverside Park. DPW Director Wessler noted that outdoor smoking is allowed, except in the Tot Lots and within 25 feet of a playground.
- Congratulations to Alyshia Dyer who was just sworn in as Washtenaw County Sheriff.
- King would like to see the Youth Mini-Grant Applications.
- Would like to see City be proactive in Juneteenth Sponsorship
- Would like to have a conversation about does staff bring forward items to the Council Agenda.

XIII. COMMUNICATIONS FROM THE MAYOR

- Attended the Domestic Violence Summit; it was powerful and engaging.
- Attended the Depot Town Tree Lighting; what a great example of our partnerships, like with the DDA.
- In 2025, wants to focus on the order and organization of meetings and how we prioritize things, with a commitment to balance.
- Offering public condolences to the family of Catherine McClary, barely retired, long time Washtenaw County Treasurer, who passed suddenly. She was a trailblazer and a big part of the Forclosure Prevention Program in the county.

XIV. COMMUNICATIONS FROM THE CITY MANAGER

- Echoing the sentiment of Mayor Brown regarding the sudden passing of Catherine McClary. She was just retiring after 50 years of public service and we are all saddened by the loss.
- Mayor and City Manager will meet with Dr. Milner to discuss how Council goal sessions will be facilitated and then City Manager will email Council with the directions. The dates are tentatively Dec. 17th and 19th, and/or Jan. 7th and 14th.
- Looking at open dates for a Council retreat.

XV. COMMUNICATIONS

XVI. PUBLIC COMMENT (3 MINUTES)

XVII. REMARKS FROM THE MAYOR

XVIII. ADJOURNMENT

Mayor Brown adjourned the meeting at 9:51 p.m.

A. Resolution 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.



REQUEST FOR LEGISLATION
December 17, 2024

For: Mayor and City Council

From: Wendy Estey

Subject: Resolution No. 2024-277 Approving the request to waive the noise permit fees for the 2024 Holifest in the amount of \$450, pursuant to the City's Special Events Policy.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. RFL- YDDA Holifest 12-7 through 12-21-2024 Fee Waiver Request
2. Resolution - YDDA Holifest Fee Waiver Request
3. Special Events Proposal - YDDA Holifest - City of Ypsilanti Parks Special Events_original
4. YDDA Holifest 12-7 through 12-21-2024 Fee Waiver Request
5. YDDA Holifest 12-7 through 12-21-2024 Noise Permit Application

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: December 17, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION
December 17, 2024

FROM: Wendy Estey, Special Events Coordinator

SUBJECT: Application for Fee Waiver for the 2024
Holifest along Michigan Ave. from Huron to Adams

SUMMARY & BACKGROUND:

The Ypsilanti Holifest event organizer, the Ypsilanti Downtown Development Authority, has requested that the city consider a waiver of noise permit fees for this year's series of events on December 7th, 14th and 21st. According to the City's Special Events Policy, "the City may, in its discretion, contribute the park rental fee to assist Special Events operated by non-profit organizations with good cause shown or hardship. For the purposes of this policy, good cause or hardship may be demonstrated by startup organizations, charitable events, or any other reasonable cause for lacking in operating capital. These events must meet all of the requirements of the Special Event Policy and must reimburse the City for any City costs in excess of this support level. The City will provide financial support to these events as determined in the annual budget appropriation."

The Ypsilanti Holifest is a promotional holiday event for downtown businesses that will provide holiday music in the streets, roaming Santa and carolers, visiting shoppers and gift-wrapping stations. Businesses are holding special events to participate.

This event benefits the City in that it supports small businesses ahead of the holiday season and prepares them for the slowest season (January through March). It also stimulates the local economy.

This resolution allows the City of Ypsilanti to lend support to the organizers of this Holifest event in their endeavors to promote the City of Ypsilanti as a friendly, safe and hospitable city with a long and notable historical heritage.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Proposed Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS:

FINANCE DIRECTOR APPROVAL: _____



Resolution No. 2024-277
December 17, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti adopted a Special Events Policy, and pursuant to the policy, the City may provide financial support for an event if it is of general interest to the public and advances the City's public image; and

WHEREAS, this year Holifest will take place Saturdays, December 7th, 14th and 21st along Michigan Ave. from Huron to Adams; and

WHEREAS, the Holifest's event organizer the Ypsilanti Downtown Development Authority is requesting that the City waive their noise permit fees for the 2024 series of events; and

WHEREAS, City Council agrees that waiving the noise permit fees for the 2024 Holifest would be in the general interest of the public and advance the City's public image;

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the request to waive the noise permit fees for the 2024 Holifest in the amount of \$450.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



YDDA Holifest

Saturday, December 7, 2024

PROPOSAL

ACCOUNT: City of Ypsilanti

CONTACT: Elize Jekabson

EMAIL: ejekabson@cityofypsilanti.com

PHONE: 7343550509

ADDRESS: 1 S. Huron
Ypsilanti, MI 48197

SALES MANAGER: Wendy Estey

EMAIL: westey@cityofypsilanti.com

PHONE: (734) 482-9825

EVENT SUMMARY

Location	Date	Time	Areas	Event Type	Guests
City of Ypsilanti Parks Special Events	12/7/2024	10:00 am – 10:00 pm	Noise Permit	Community Event	
City of Ypsilanti Parks Special Events	12/14/2024	10:00 am – 10:00 pm	Noise Permit	Community Event	
City of Ypsilanti Parks Special Events	12/21/2024	10:00 am – 10:00 pm	Noise Permit	Community Event	

ROOM RENTAL

Qty		Price	Total
3	Noise Permit (12/7, 12/14 and 12/21/2024)	\$150.00	\$450.00

ESTIMATED BILLING

	Total
Room Rental	\$450.00
Subtotal	\$450.00
Grand Total	\$450.00
Estimated Amount Due	\$450.00



Special Event Fee Waiver Request

Please complete the form below and submit to the Special Events Coordinator Wendy Estey at westey@cityofypsilanti.com for submission to and consideration by the City Manager.

The City may provide support to Special Events on the following basis:

1. The event is completely open and free to members of the public, with no entry fee charged.
2. If vendors can sell goods, the cost to participate may not be prohibitive. Priority must be given first to City of Ypsilanti residents and businesses. All opportunities to serve as a vendor must be advertised sufficiently in promotional materials and on the City website. The maximum rate at which vendors may be charged is \$10 per hour, and a financial report must be provided to the City proving what funds were raised and for what purpose specifically from vendor fees collected.
3. A public event shall not engage in hateful or derogatory speech including symbols of racism, homophobia, or violence. Weapons shall not be sold by vendors or any merchandise or goods which depicts these symbols of hate.
4. Religious services are not eligible community events under this policy.

Event Name: HoliFest

Event Start Date: Dec 7, 14, 21

Event Location: Downtown Ypsilanti

Event Organizer: Ypsilanti DDA

Event Contact Person: Elize Jekabson

? First Name: Elize Last Name: Jekabson

Phone Number: _____ Email: elize@ypsilantiddd.org

How is this event of general interest to the public?

Its a promotional holiday event for downtown businesses. we provide holiday music in the streets, roaming santa and carolers visiting shoppers and gift wrapping stations. Businesses are holding special events to participate.

List the benefits provided by the event to the City of Ypsilanti (e.g. advertisement materials, ticket sales, park improvements, etc.)

It supports small businesses ahead of the holiday season and prepares them for the slowest season (Jan-March). Stimulates local economy.

By typing my name below, I attest that this application represents my intent for the proposed event to the best of my knowledge. I am authorized to submit this application on behalf of the organization.

Elize Jekabson
Applicant Full Name

12-1-24
Date



NOISE PERMIT APPLICATION – GENERAL/NEIGHBORHOOD

Ypsilanti Police Department
505 W. Michigan Ave, Ypsilanti, MI 48197
(734) 483-8777

There is an application fee of \$100.00 due at least ten days prior to requested date.
Please attach check or money order payable to: City of Ypsilanti.

APPLICANT NAME: Ypsilanti Downtown Development Authority

APPLICANT ADDRESS: 1 S. HURON ST.

ADDRESS OR LOCATION FOR NOISE PERMIT (IF DIFFERENT): E. Michigan Ave From Huron to Adams

APPLICANT EMAIL ADDRESS: elize@ypsilantidda2.org

APPLICANT PHONE NUMBER (Day): 734 355 0509 (Evening): 734 355 0509

IF APPLICANT IS NOT PROPERTY OWNER, PROPERTY OWNER AUTHORIZATION FOR NOISE PERMIT IS REQUIRED:

PROPERTY OWNER NAME: N.A. ADDRESS: N.A.

PROPERTY OWNER PHONE NUMBER (Day): _____ (Evening): _____

REQUESTED TIME PERMIT IS TO BE IN FORCE: FROM: 10 (am/pm) TO: 10 (am/pm)

TYPE OF SOUND AT THIS EVENT: REQUESTED DATE PERMIT IS TO BE IN FORCE: Dec 7, 14, 21

☒ PA SYSTEM ☐ LIVE BAND ☐ STEREO EQUIPMENT OTHER: _____

THE NOISE WILL OCCUR: INSIDE DWELLING ☐ / ☒ OUTSIDE DWELLING (LAWN, ETC.)

IF OUTSIDE OF DWELLING – Describe proposed layout/set-up: Speakers lined up adjacent to light poles. will not obstruct foot traffic.

APPLICANT:

I understand that by signing this form I will be personally responsible for the actions of those attending the event. This permit may be revoked by any Police Officer if it is deemed necessary and I agree to stop all noise associated with my property/event immediately upon revocation. This permit does not allow the noise level to exceed 90db(A) from the property line at any time. I further understand that I am subject to a Civil Infraction and/or fines if any provisions of the permit are violated.

APPLICANT SIGNATURE: [Signature]

CITY USE ONLY

ZONING: R1 / R2 / R3 / OTHER

PERMIT GRANTED _____ DENIED _____

TIME PERMITTED: AS REQUESTED _____

REVISED: FROM _____ (am/pm) TO _____ (am/pm)

DATE ISSUED: _____ \$100.00 FEE PAID _____

ISSUED BY: KIRK MOORE
TONY DEGIUSTI

TITLE: CHIEF



REQUEST FOR LEGISLATION
December 17, 2024

For: Mayor and City Council

From: Nicole Brown, Mayor

Subject: Resolution No. 2024-278 Appointing Evan Sweet to the Parks and Arts Commission, with a term ending July 1, 2027.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Resolution 2024-278 Sweet Appointment
2. Evan Sweet App REDACTED

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: December 17, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-278
December 17, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, resident, Evan Sweet be appointed to the City of Ypsilanti Parks and Arts Commission, with a term expiring July 1, 2027.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Citizen Advisory Boards and Commissions Participation Resume

The people of Ypsilanti are involved in their City government and are an important part of the community's achievements. Individuals interested in receiving more information in regards to serving on an advisory board or commission are invited to contact the City Clerk's Office at 734-483-1100. Alternatively, citizens who would like to participate can submit their information in the form below. After you apply, nomination to a board or a commission under the City Charter either by the Mayor or by two Council Members, and is subject to the approval and confirmation by a majority vote of the City Council.

Qualifications

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

Name	Evan Sweet
------	------------

Email Address	[REDACTED]
---------------	------------

Address	731 Charles St
---------	----------------

City	Ypsilanti
------	-----------

State	MI
-------	----

Zip Code	48198
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Phone Number	[REDACTED]
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Number of Years in the Community	9 Years
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Ward You Live In	Ward 3
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Education	Bachelors of Science - Public Administration and Recreation & Park Management - Eastern Michigan University
Occupation	Community Enrichment Specialist
Employer	Charter Township of Canton
Are you applying for youth membership?	<i>Field not completed.</i>
Are you registered to vote in the City of Ypsilanti?	Yes
I would like to be considered and could devote sufficient time to serve on the following board or commission:	Arts and Parks Commission
Party Affiliation	<i>Field not completed.</i>
	<i>Field not completed.</i>
Why are you interested in serving on these boards/commissions?	I previously served on the Parks and Recreation Commission from 2015 - 2022. I would like to continue that service to the Ypsilanti Community. Also, having served as a previous City Council member, representing Ward 3, I have a great deal of knowledge about the city park system, it's needs, it's progress, and it's potential. Since my involvement on the Parks and Recreation Commission and time served on City Council, I have accomplished the following: - Directly secured over \$25,000 in grant funding from mParks and the mParks Foundation for park improvements in Riverside Park and recreation programming, including Fall River Day - Planed and coordinated the Ypsilanti Fall River Day event

since 2018 along the Huron River, having continued to grow the event footprint and event attendance (with recent years securing funding to offer FREE river trips)

- Proposed a successful change to city ordinance to prohibit tobacco smoking near a playground or pavilion to ensure healthy play by young families and children
- Proposed a successful addition to the city park system, to officially add "Huron Landing Park" as the City of Ypsilanti's newest park along the Huron River, to ensure maintained public access to the Huron River near the south end of the city.
- Developed an updated pavilion rental process via the city website, that was more customer friendly, that is still in use currently.
- Formed partnership with the Ann Arbor YMCA for outdoor fitness classes in the park system
- Worked with Ann Arbor YMCA to host community CPR/First Aid classes at the Senior Center
- Partnered with Ypsilanti Township Recreation Department during the COVID-19 pandemic to offer virtual recreation program offerings for adults and children.

I want to continue to do great work for the Ypsilanti park system, that benefits all residents.

Work/volunteer experience related to the board or commission:

Employed by Canton Township for the past eleven years in a few roles within the Leisure Services & Community Development Department.

I have spent eight years managing the operations of a 95,000 sq ft community recreation center that has over 1,000 visits per day. I have managed complex issues related to facility management and administration as well as recreation program management.

In my current role with Canton Township, I am leading and implementing a dozen special events, that are all outdoors in the Canton park system. In addition to that, leading a supervised playground program in the summer, and management of a new community center, that was once a Henry Ford factory.

I have a great deal of experience in event planning and

logistics, including evaluation of community events and programs. Also experience in recreation administration, municipal budgeting, and managing tax payer resources efficiently.

I currently hold a Certified Parks and Recreation Professional (CPRP) certification from the National Recreation and Park Association. The Certified Park and Recreation Professional (CPRP) certification is the national standard for all parks and recreation professionals.

In addition to my current role with Canton Township, I have worked in Parks and Recreation agencies, including: the City of Ann Arbor, Oakland County Parks, and the City of Taylor.

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

Yes

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

Yes

Email not displaying correctly? [View it in your browser.](#)



REQUEST FOR LEGISLATION
December 17, 2024

For: Mayor and City Council

From: Desirae Simmons, Council Member, Steve Wilcoxon, Mayor Pro-Tem

Subject: Resolution No. 2024-279 Appointing Colton Babladelis to the Sustainability Commission, with a term ending May 1, 2027.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Resolution 2024-279 Babladelis Appointment
2. Colton Babladelis App REDACTED

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: December 17, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-279
December 17, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, resident, Colton Babladelis be appointed to the City of Ypsilanti Sustainability Commission, with a term expiring May 11, 2027.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Citizen Advisory Boards and Commissions Participation Resume

The people of Ypsilanti are involved in their City government and are an important part of the community's achievements. Individuals interested in receiving more information in regards to serving on an advisory board or commission are invited to contact the City Clerk's Office at 734-483-1100. Alternatively, citizens who would like to participate can submit their information in the form below. After you apply, nomination to a board or a commission under the City Charter either by the Mayor or by two Council Members, and is subject to the approval and confirmation by a majority vote of the City Council.

Qualifications

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

Name	Colton Babladelis
Email Address	[REDACTED]
Address	1321 Collegewood Street
City	Ypsilanti
State	Michigan
Zip Code	48197
Phone Number	[REDACTED]
Number of Years in the Community	8.5
Ward You Live In	2
Education	BA - Environmental Science; MS - Environmental Science; MBA
Occupation	Sustainability Consultant
Employer	Positive Scenarios Consulting

Are you applying for youth membership?	No
Are you registered to vote in the City of Ypsilanti?	Yes
I would like to be considered and could devote sufficient time to serve on the following board or commission:	Sustainability Commission
Party Affiliation	<i>Field not completed.</i>
	<i>Field not completed.</i>
Why are you interested in serving on these boards/commissions?	I have a deep education in environmental science, and I work in sustainability, primarily in climate science, Greenhouse Gas accounting, and corporate sustainability strategy. I would like to get more involved in the community, and I would love to see Ypsilanti become a thriving example of what a sustainable community looks like.
Work/volunteer experience related to the board or commission:	Have almost 10 years experience working in various sustainability related roles/organizations. - Worked at UMich working in a sustainability institute doing program development and management - Worked at Domino's Pizza on their corporate sustainability team - Worked in sustainability consulting doing corporate strategy, carbon accounting, sustainability reporting
I understand that appointment to a City of Ypsilanti board or commission requires regular attendance at board meetings.	Yes
I hereby certify that all of the information above is true.	Yes



REQUEST FOR LEGISLATION
December 17, 2024

For: Mayor and City Council

From: Katie Jones, Economic Development/Equity Coordinator

Subject: Resolution No. 2024-280 Approving the amended contract with the Michigan Department of Environment, Great Lakes, and Energy and the amended MOU between the City of Ypsilanti and Huron River Watershed Council for the amount of \$5,980,716.20 for personnel and contractual services to remove Peninsular Dam, subject to the review of the City Attorney

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. 1-RFL for EGLE
2. 2-Amendment- 2023-DRRGP-002 Ypsilanti
3. 3-Pen Dam MOU HRWC Ypsi 2023 EGLE Dam Risk Reduction Grant - Amended 20241211 - HRWC signed
4. 4-Appendix A EGLE Dam Risk Reduction Grant Agreement

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: December 17, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION

Date: December 17, 2024

For: Mayor and City Council

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

Subject: Amended Agreement between HRWC and the City of Ypsilanti for EGLE Dam Risk Reduction Grant Program

SUMMARY & BACKGROUND:

With support from the Huron River Watershed Council, the city was awarded a second Grant from the Michigan Department of Environment, Great Lakes, and Energy to support the Dam removal in the amount of \$1,600,000.00, bringing the total of both awards to \$5,980,716.20. This amended agreement modifies the one approved in September 2023 to account for both the 2023 and 2024 grants awarded. The goal is to achieve a 100% risk reduction of dam failure by removing the Peninsular Dam in Ypsilanti and restoring the Huron River to a free-flowing waterway.

We recently got notification that we have additional funding from the National Fish and Wildlife Foundation in the amount of \$7,500,000.00, which brings us to the total of the anticipated project cost to remove the dam safely.

RECOMMENDED ACTION:

Staff recommends that the City Council approve the MOU with Huron River Watershed Council and execute the grant through EGLE to continue the efforts to remove Peninsular Dam.

ATTACHMENTS:

- A) EGLE Grant Agreement Amendment combining both the 2023 and 2024 Grants.
- B) Amended Agreement with HRWC to utilize the \$5,980,716.20 towards removing the Peninsular Dam.
- C) Appendix A with scope, budget, and timeline to reflect the new EGLE grant agreement and Amended agreement with HRWC

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 has an interest in removing Peninsular Dam

WHEREAS, the City has partnered with Huron River Watershed Council to both study the feasibility and work towards the removal of the dam, and

WHEREAS, the City has received a second grant totaling \$1,600,000 from the Michigan Department of Environment, Great Lakes, and Energy towards removing the dam.

WHEREAS, the City and Michigan Department of Environment, Great Lakes, and Energy would like to merge both grants into one, totaling \$5,980,716.20 to ease tracking and reporting throughout the project.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Ypsilanti approve the amended contract with the Michigan Department of Environment, Great Lakes, and Energy and the amended MOU between the City of Ypsilanti and Huron River Watershed Council for the amount of \$5,980,716.20 for personnel and contractual services to remove Peninsular Dam. Subject to the review of the City Attorney.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



EGLE Tracking Code/Project Number: 2023-DRRGP-002
Amendment Request Number: 001

**DAM RISK REDUCTION GRANT PROGRAM
GRANT AGREEMENT AMENDMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND THE
CITY OF YPSILANTI**

This Amendment modifies the Grant Agreement (Agreement) between the Michigan Department of Environment, Great Lakes, and Energy, Water Resources Division (State), and the City of Ypsilanti (Grantee) signed by the State on August 10, 2023, for the Removal of Peninsular Paper Dam project. This Amendment does not take effect until signed by both parties.

The revisions to the Agreement are limited to those specified below. All other provisions of the Agreement remain in effect. The State and Grantee agree to the revisions indicated below.

PROJECT SCOPE (WORK PLAN)

The project scope is largely the same as the current Agreement. The goal is to achieve a 100 percent risk reduction of dam failure by removing the Peninsular Paper Dam in Ypsilanti and restoring the Huron River to a free-flowing waterway. The dam is a high hazard dam in poor condition. The hazard of dam failure to people, property, and the ecosystem in the Ypsilanti area will be completely alleviated. The inherent safety hazards of the dam, such as drowning risk above and immediately below the dam, will be removed. Flood risk will also be reduced. Initial hydraulic and hydrology modeling indicates that flood risk to several homeowners on the impoundment will be reduced, and restoring the natural river channel and floodplain will reduce the risk of damaging floods to urban areas while improving environmental health. Community vulnerability to increasingly unpredictable flows due to climate change will be reduced.

In this project phase, the City of Ypsilanti, with close support from the Huron River Watershed Council, will administer contracted engineering professionals and coordinate subject matter experts to: complete final designs for the dam removal, prepare sediment management plans, finalize a restoration design for the impoundment, identify and secure the necessary permits, prepare the site for construction work, deconstruct the dam, and begin the primary restoration of the impoundment.

AGREEMENT PERIOD (END DATE)

In addition to the budget changes to incorporate the 2024 grant award, the grantee has requested that the period of performance be extended to allow for additional post dam removal monitoring. This extension is not expected to affect the timeline of the removal project. The State and Grantee agree to extend the end date of the Agreement from September 30, 2026, to September 30, 2027. The Grantee will complete all obligations under the Agreement no later than the amended end date. Costs incurred after the amended end date are not eligible for reimbursement under the Agreement.

COMPENSATION (BUDGET)

The Grantee was awarded an additional grant to complete the scope of work for the initial 2023-DRRGP-002 project. Through the 2024 Dam Risk Reduction Grant Program (DRRGP), the Grantee was awarded \$1,600,000.00 and will contribute a match of \$178,731.50. The purpose of this amendment is to integrate the 2024 award into the existing Agreement. The grant award now becomes \$5,381,653.86 with a match consideration of \$599,062.34 for a project total of \$5,980,716.20.

AUTHORIZED SIGNATURES

The individuals signing below certify by their signatures that they are authorized to sign this Amendment on behalf of their agencies and that the parties will fulfill the terms of this Amendment, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature

Date

Andrew Hellenga, City Manager

Name and Title

FOR THE STATE:

Signature

Date

Phil Argiroff, Acting Director

Name and Title

AMENDED AGREEMENT BETWEEN THE CITY OF YPSILANTI AND
THE HURON RIVER WATERSHED COUNCIL FOR COOPERATION TO REMOVE
PENINSULAR PAPER DAM IN ACCORDANCE WITH AN AGREEMENT BETWEEN THE
CITY OF YPSILANTI AND THE MICHIGAN DEPARTMENT OF ENVIRONMENT,
GREAT LAKES, AND ENERGY DAM RISK REDUCTION GRANT PROGRAM

This amendment modifies the attached agreement made between the City of Ypsilanti, a Michigan home rule city of One S. Huron Street, Ypsilanti, MI 48197 (“City”) and the Huron River Watershed Council, a Michigan public non-profit organization of 117 N. First Street, Suite 100, Ann Arbor, MI 48104 (“HRWC”) (collectively the parties) on the date signed by both parties (“Effective Date”).

The goals of the project have remained unchanged. This amendment 1) extends the agreement period and 2) updates the project budget following a modification of and incorporation thereto in the budget from the Grant Agreement between the Michigan Department of Environment, Great Lakes, and Energy Water Resources Division (EGLE) and the City signed by EGLE on August 10, 2023, for the Removal of Peninsular Paper Dam project.

The purpose of this amendment is to integrate the 2024 award into the existing agreement.

RECITALS:

- A. The City owns a parcel of land located at the northwest corner of the Huron River and Leforge Road in the City of Ypsilanti, County of Washtenaw, State of Michigan, having a parcel identification number of 11-11-05-100-013 (“Peninsular Park”).
- B. The City also owns the Peninsular Dam, which is adjacent to Peninsular Park and crosses and dams the Huron River.
- C. The City and HRWC are interested in the removal of Peninsular Paper Dam and related impoundment restoration activities (the goal).
- D. In furtherance of that goal the City and HRWC on December 19, 2017 first entered into a cooperative agreement to study the strategic removal of the Peninsular Dam and since then the City and HRWC have entered into cooperative agreements to conduct the necessary analysis of the potentially affected area in preparation for the removal of the dam.
- E. HRWC has previously supported a feasibility study, removal design, supporting analysis, and the pursuit of grant funds to advance removal of the dam, and the parties agree that the goal (removal of Peninsular Paper Dam) continues to be feasible and preferable.
- F. With support from HRWC, the City was awarded an additional grant to complete the scope of work for the initial 2023-DRRGP-002 project. Through the 2024 Dam Risk Reduction Grant Program (DRRGP), the Grantee was awarded \$1,600,000. The grant award now becomes \$5,381,653.86 for removal of the dam in response to grant applications to the Dam Risk Reduction Program managed by EGLE.. HRWC is named

as a supporting partner in the grant application and grant agreement between the City and EGLE. As amended, the awarded funds from the EGLE Dam Risk Reduction grant program require The Work to be completed by September 30, 2027, with extensions possible following review by EGLE.

- G. The City and HRWC desire to complete remaining phases of removal design, analysis, supporting assessments required by permitting entities, and construction activities to remove Peninsular Paper Dam from the Huron River and restore the current impoundment to a freely flowing river channel.
- H. The parties anticipate that the final removal designs will further explore the logistical and practical implications relating to the dam removal and the legal considerations between the City and property owners adjacent to relevant portions of the Huron River, deconstruction of the dam, the remediation of the impoundment and activities related to such work (The Work).
- I. The parties desire to identify qualified engineering firms and other necessary professional consultants to complete The Work.
- J. The parties agree that HRWC is in the best position to coordinate elements of The Work that is not directly related to construction activities or activities in which agreements between private property owners and their respective municipalities will be required. HRWC may coordinate efforts to identify qualified engineering firms and other necessary professional consultants consistent with advancing The Work.
- K. The City previously committed \$500,000 toward the removal of the Peninsular Dam.
- L. Including reimbursements already paid for work already completed under the existing agreement, the City agrees to provide in-kind match funding of \$24,084 and match of \$412,346.50. HRWC agrees to provide in-kind match funding of \$55,631.70. The parties agree to cooperate to secure any balance of funds required to complete The Work. Additional committed match from other external grant awards totals 107,000, for a total match commitment of \$599,062.34

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

- 1. HRWC shall, in close cooperation with the City, bid, obtain and administer contracts with qualified engineering firms or professional consultants to complete The Work except in cases where the elements of The Work in question will require construction activities or in which agreements between private property owners and their respective municipalities will be required.
- 2. The City shall, with consultation from HRWC, bid, obtain, and administer contracts with engineering firms and professional consultants for all elements of The Work that will require construction activities or agreements between private property owners and their

respective municipalities. The City may authorize HRWC to administer contracts for construction activities related to restoration efforts that do not include alterations to the dam, the Superior Road bridge, the railroad bridge that cross the project area or other significant municipal infrastructure.

3. HRWC shall provide administrative management, planning services and technical guidance in accordance with the EGLE Dam Risk Reduction grant agreement and as described herein. HRWC may also provide administrative management, planning services and technical guidance in accordance with relevant future public or private grants as agreed by the parties.
4. As it relates to the scope of the Work described herein, HRWC will collaborate with and continue to help City Council members and City staff establish, convene, and support necessary committees of subject matter experts, municipal officials, and area residents to advise progression toward the removal of the Peninsular Paper Dam and related restoration activities of the Peninsular Paper Dam impoundment (the goal) through at least January 8, 2028. HRWC may provide a continuation of these services beyond January 8, 2028 as agreed by the parties.
5. The budget shall be amended as follows: the City shall reimburse HRWC for personnel costs in an amount not to exceed \$125,120 (One hundred twenty-five thousand one hundred twenty dollars) which is increased from the previous agreement of an amount not to exceed \$80,000 (Eighty Thousand dollars). and for indirect expenses , as agreed to by the parties, toward completion of the approved scope of work in the EGLE Dam Risk Reduction grants described herein.
6. The City shall be the primary recipient of and responsible for the management of the awarded EGLE Dam Risk Reduction grant funds and additional related costs. HRWC and the City shall keep books and accounts of all such funds and costs and provide access, including copying the parties upon request.
7. All results, all supporting documentation, and all reports resulting from the scope of work related to the EGLE Dam Risk Reduction grant described herein will be owned jointly by the parties.
8. The parties shall use the results of the study to guide future discussion and decisions with regard to Peninsular Park, the Huron River through the City of Ypsilanti, and the Peninsular Paper Dam.
9. HRWC shall be a third-party beneficiary of the contract between the City and the Contractor(s). The parties agree that all contracts for the work shall contain provisions substantially similar to the attached contract addendum form (“Exhibit A”).
10. Both parties agree that they have insurance to protect their individual interests.
11. Neither party will indemnify the other.

12. HRWC agrees to abide by ordinances and policies of City, including but not limited to the Living Wage Ordinance and the non-discrimination policies and ordinances of City.
13. Both parties certify that they are not an “Iran Linked Business” as specified in MCL 129.211.
14. This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
15. This agreement, and its attachments, is the sole contract agreement between the parties. Any changes, additions, or deletions shall not be effective or actionable unless they are in writing and signed by the parties.

IN WITNESS THEREOF, the undersigned have set their hands this _____ day of _____, 2024.

HURON RIVER WATERSHED COUNCIL

BY: Rebecca Esselman
Rebecca Esselman
Executive Director

CITY OF YPSILANTI

BY: _____
Nicole Brown, Mayor

BY: _____
Andrew Hellenga, City Manager

Approved as to Form

John M. Barr
Ypsilanti City Attorney

Appendix A: Anticipated Activities to Complete the Removal of Peninsular Paper Dam on the Huron River, Ypsilanti, Michigan

Project Synopsis

This project was awarded funding to remove the Peninsular Paper Dam (Pen Dam) from the Huron River in Ypsilanti, Michigan, resulting in a 100% reduction of the risk associated with catastrophic dam failure. Pen Dam is a “high hazard” dam in poor condition due to the probable loss of life and severe damage to property if the dam were to fail. Removal will relieve the City of Ypsilanti of future financial liability related to the dam, will reduce flood risk to homeowners on the current impoundment, and will reduce flood risks associated with climate change while improving important fish and riparian habitat.

Project Location and Site Description

Pen Dam is located on the Huron River in Ypsilanti (42.256126, - 83.624146). The impoundment extends approximately 6,575 feet (1.25 miles) upstream of the dam to near Superior Dam and occupies sections of Ypsilanti, Ypsilanti Township, and Superior Township. Peninsular Park (Pen Park), owned and maintained by the city of Ypsilanti, occupies the parcel adjacent to the north end of the dam.

The dam is a concrete gravity dam with a structural height of 21 feet, a hydraulic height of 19.7 feet, and maintains approximately 14 feet of head. The crest length is 290 feet, of which 232 feet is the concrete spillway. The area physically altered by the structure of the dam and dam retaining walls extends from about 70 feet upstream to 170 feet downstream of the spillway. The directly affected project area includes the approximately 70-acre impoundment. Areas downstream of the dam, extending through Ypsilanti to Ford Lake, will not be directly affected but will be a part of the project area for sediment management, mussel relocation efforts, and environmental monitoring.

Project Description

The ultimate goal is to achieve a 100% risk reduction of dam failure by removing the Peninsular Paper Dam in Ypsilanti and restoring the Huron River to a free-flowing waterway. The dam is a high hazard dam in poor condition. The hazard of dam failure to people, property, and the ecosystem in the Ypsilanti area will be completely alleviated. The inherent safety hazards of the dam, such as drowning risk above and immediately below the dam, will be removed. Flood risk will also be reduced. Initial hydraulic and hydrology modeling indicates that flood risk to several homeowners on the impoundment will be reduced, and that restoring the natural river channel and floodplain will reduce the risk of damaging floods to urban areas while improving environmental health. Community vulnerability to increasingly unpredictable flows due to climate change will be reduced.

In this project phase, the City of Ypsilanti, with close support from the Huron River Watershed Council, will administer contracted engineering professionals and coordinate subject matter experts to: complete final designs for the removal of the dam, prepare sediment management plans, finalize a restoration design for the impoundment, identify and secure the necessary permits, prepare the site for construction work, deconstruct the dam, and begin the primary restoration of the impoundment.

Note that funding from this award totals \$3,781,654 of a request for \$4,320,000. A key milestone in this project is the dewatering of the impoundment. The project will not be able to move past the point of

dewatering the impoundment until funding for the full project cost is secured, as safely removing the dam, managing sediment, fortifying sensitive infrastructure, and completing primary restoration of the impoundment all require water levels to be lower, and it is within these final construction steps that much of the total project cost is concentrated.

Workplan

The anticipated project workplan can be summarized in four categories: 1) dam removal planning and preparation, 2) dam deconstruction, 3) community engagement, and 4) restoration and environmental monitoring.

1) Dam Removal Planning

- a) During the current phase, which ends in October 2023, and into the next phase, the removal design will be finalized with guidance from local, state, and federal permitting agencies. Dam removal will commence once all permits are secured and necessary preparations have been completed.
- b) The City of Ypsilanti, HRWC, and collaborating subject matter experts will select issue a request for proposals for qualified engineering firms to complete the removal of Pen Dam.
- c) Consultation on issues of permitting, public health, environmental health, and best practices will continue through this process and throughout the project. Staff from EGLE, USFWS, MDHHS, and MDNR will be consulted regularly.
- d) The removal design and sediment management plans will be finalized.

2) Dam Deconstruction

Contracted engineering teams will complete preliminary engineering plans and removal design. Sediment management alternatives presented publicly. Regularly and throughout the project, the project team will consult with EGLE and relevant agencies regarding sediment management strategy, removal design, and potential corrective actions.

- a) The selected engineering firm will secure all the necessary permits for deconstruction of the dam, reinforcement of existing infrastructure, and restoration of the impoundment.
- b) The project site will be prepared, following the finalized removal design, sediment management, and restoration plans.
- c) Implementation of Sediment management preparations will begin ahead of dewatering the impoundment.
- d) Impoundment dewatering will begin with removal of stoplogs at north end of the dam. Initial assessments indicate the water level can be lowered approximately halfway using only the stoplogs before spillway deconstruction must begin.
- e) The spillway will be removed. Necessary infrastructure and sensitive areas will be reinforced or protected from scour as a pilot channel is cut.
- f) Bank erosion, stability, and assessments of scour will continue until after primary restoration is complete.
- g) Sediment management will require regular monitoring throughout primary restoration of the impoundment.

3) Community Engagement

- a) Public meetings to review sediment management options and removal design will be required and will be informed by a private parcel boundary survey and investigation.
- b) Provide public progress reports to local officials will be provided.
- c) Pen Dam is moderate-sized, concrete spillway similar to many obsolete dams throughout Michigan. The project partners will document its removal and resulting benefits and share what we learn to facilitate dam removal and risk reduction throughout the region. Written and video media will be produced to explain the challenges we encounter and the solutions we implement.

4) River Restoration and Environmental Monitoring

The riparian corridor through the former impoundment will be restored in accordance with a restoration design and sediment management plan yet to be finalized. The river corridor will provide new habitat for fish and sensitive aquatic species. A network of experts at the University of Michigan, Eastern Michigan University, the Michigan DNR, the U.S. Fish and Wildlife Service, and the HRWC will evaluate the ecological health of the impoundment before, during, and after dam removal, and update the Restoration Plan to advise the engineering design team.

As funding and property owners permit, floodplain benches and wetlands may be built or restored within the impoundment area. Erosion control, sour prevention, active revegetation and invasive species management of the impoundment will immediately follow dewatering of the impoundment. The expected construction time in the impoundment is approximately one year. Fortification of bridges that cross the impoundment, along with bank stabilization measures near sensitive residential properties, will be required.

- a) The section of the Huron River is a Group 3 mussel stream. Threatened or endangered mussel species may be present. Mussel survey and relocation efforts will be completed. HRWC will coordinate with mussel survey experts, USFWS, MDNR, and academic experts to design a mussel survey and expected relocation effort following established best practices. A credentialed firm will be contracted.
- b) The Restoration Plan will be continuously revised with guidance from the Restoration Advisory Team.
- c) A certified mussel survey expert will be contracted to lead a mussel survey team (if possible, another funding source will cover the costs of this task). A mussel survey will be completed before dewatering of the impoundment. The mussel survey relocation efforts can be concurrent if necessary.
- d) Restoration, revegetation, invasive species management not requiring heavy equipment will be carried out by volunteers when feasible, safe, and appropriate. Invasive species management will begin with dewatering of the impoundment.
- e) Monitoring of water quality, aquatic habitat and environmental indicators has already begun and will continue throughout restoration of the impoundment.
- f) The project team does not believe that any sensitive species, with the exception of state-protected, and federally-endangered mussels, will be present. However, sensitive species surveys will begin the final preparation phase and continue throughout the initial restoration of the impoundment.

Timetable

See attached Project Timetable for anticipated task timeframes. Overall, the project timeline will be confined to seasonal conditions and project milestones. Most importantly, full impoundment restoration and impoundment dewatering cannot begin until full funding for the project has been secured.

Mussel survey and relocation efforts must take place when conditions are favorable for detecting, identifying and relocating mussels to prevent harm to sensitive species and provide a safe working environment for mussel survey teams. This work will need to take place during low-flow months and be timed with dewatering of the impoundment, presumably in August or September of a given year.

Construction within the impoundment is expected to take roughly a year from the point when dewatering begins to when active work concludes, though restoration, monitoring, and refinement activities will likely continue beyond that time.

Budget

This project was awarded substantial partial funding of \$3,781,654 of a request for \$4,320,000. The amounts below have been prorated or adjusted from our original proposal to prioritize project elements that can be completed prior to dewatering the impoundment. The project will not be able to move past the point of dewatering the impoundment until we secure the full amount of funds needed to safely remove the dam, manage sediment, fortify sensitive infrastructure, and begin primary restoration within the impoundment.

The total cost of restoration activities remains uncertain, and the information available suggests that with greater funding, greater ecological benefit will be realized. Some of the restoration work must be funded before removal can proceed, but much of the restoration effort may be pursued over the coming years and into later project phases, during and after the initial restoration of the impoundment.

Supplies, materials and equipment

Supply costs for this project will be primarily to distributing information materials, either printed or through digital promotion. \$2,000

Personnel costs

HRWC personnel costs for watershed planning, environmental monitoring, project coordination, community engagement, fundraising, volunteer coordination are estimated at \$123,059 with an anticipated in-kind match of \$43,059 for a request of \$80,000.

Ypsilanti personnel costs for community engagement coordination, record keeping, property boundary assessment will be covered by the City with an expected in-kind match of \$14,926.

Total personnel costs are expected to be \$137,985 with local match totaling \$57,985 for a request of \$80,000. (Figures rounded to nearest dollar)

Contractual costs

Contractual costs for a primary engineering team for dam removal, primary sediment management, river channel pilot cutting, initial restoration, support for securing permits, railroad bridge scour prevention, and Superior auto road bridge scour prevention (includes 30% contingency) are \$3,820,000 with match \$350,346 for a request of \$3,469,654.

Contractual costs for mussel survey and relocation efforts are expected to be \$210,000. (It's possible this may be completed with funding requests pending but unsecured. If that is the case, these funds will be prioritized toward other pre-removal activities such as, permitting sediment management preparation, site construction preparation, etc.) Contractual agreements with a qualified mussel survey expert and consultant team will be managed by the Huron River Watershed Council.

Additional property alignment assessments will likely be required and will be contracted to a credentialed firm. These efforts will be covered by the City of Ypsilanti with an expected match of \$12,000.

An independent, contracted engineering firm may be contracted for independent review of plans and permitting support, with an anticipated cost of \$5,000.

Indirect Costs

Indirect Costs are estimated to be approximately 10% of staffing costs, plus small amounts of approximately \$250 per contract to administer the above contracts, for a total of \$15,000 requested.

Total Budget: \$4,201,985

Secured Match: \$420,331

Request: \$3,781,654

Match Rate: 10%

See the attached budget form for additional details.



REQUEST FOR LEGISLATION
December 17, 2024

For: Mayor and City Council

From: Katie Jones, Economic Development/Equity Coordinator

Subject: Resolution No. 2024-281 Approving the MOU between the City of Ypsilanti and Huron River Watershed Council for the amount of \$800,000 for personnel and contractual services to remove Peninsular Dam, subject to the review of the City Attorney.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. RFL for USFish&WildLife
2. Pen Dam MOU HRWC Ypsi 2024 USFWS Bil Cycle - HRWC signed

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: December 17, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION

Date: December 17, 2024

For: Mayor and City Council

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

Subject: MOU for US Fish and Wildlife Services Grant – 2024 National Fish Passage Program Provided by the Bipartisan Infrastructure Law

SUMMARY & BACKGROUND:

With support from the Huron River Watershed Council, the city was awarded \$800,000 to support the Dam removal by the US Fish and Wildlife Service. It is the first dam above Ford Lake and segments a river that would otherwise provide rare and important fish habitat. Game fish species, such as smallmouth bass, walleye, and white bass, will benefit greatly from the increased access to prime spawning habitat, nursery areas, and likely cooler water temperatures that will result from the removal of the dam.

RECOMMENDED ACTION:

Staff recommends that the City Council approve the MOU with Huron River Watershed Council and execute the grant through the US Fish and Wildlife Services – National Fish Passage Program.

ATTACHMENTS:

- A) MOU with HRWC to utilize \$800,000 towards removing the Peninsular Dam.

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 has an interest in removing Peninsular Dam

WHEREAS, the City has partnered with Huron River Watershed Council to both study the feasibility and work towards the removal of the dam, and

Whereas, the City has received a grant totaling \$800,000 to remove the dam to restore the habitat of the Huron River.

NOW THEREFORE BE IT RESOLVED THAT the City Council of the City of Ypsilanti approve the MOU between the City of Ypsilanti and Huron River Watershed Council for the amount of \$800,000 for personnel and contractual services to remove Peninsular Dam. Subject to the review of the City Attorney.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

AGREEMENT BETWEEN THE CITY OF YPSILANTI AND
THE HURON RIVER WATERSHED COUNCIL FOR COOPERATION TO REMOVE
PENINSULAR PAPER DAM IN ACCORDANCE WITH AN AGREEMENT BETWEEN THE
CITY OF YPSILANTI AND UNITED STATES FISH AND WILDLIFE SERVICE
NATIONAL FISH PASSAGE PROGRAM PROVIDED BY THE BIPARTISAN
INFRASTRUCTURE LAW

This agreement is made between the City of Ypsilanti, a Michigan home rule city of One S. Huron Street, Ypsilanti, MI 48197 (“City”) and the Huron River Watershed Council, a Michigan public non-profit organization of 117 N. First Street, Suite 100, Ann Arbor, MI 48104 (“HRWC”) (collectively the parties) on the date signed by both parties (“Effective Date”).

RECITALS:

- A. The City owns a parcel of land located at the northwest corner of the Huron River and Leforge Road in the City of Ypsilanti, County of Washtenaw, State of Michigan, having a parcel identification number of 11-11-05-100-013 (“Peninsular Park”).
- B. The City also owns the Peninsular Dam, which is adjacent to Peninsular Park and crosses and dams the Huron River.
- C. The City and HRWC are interested in the removal of Peninsular Paper Dam and related impoundment restorative activities (the goal).
- D. In furtherance of that goal the City and HRWC on December 19, 2017 first entered into a cooperative agreement to study the strategic removal of the Peninsular Dam and since then the City and HRWC have entered into cooperative agreements to conduct the necessary analysis of the potentially affected area in preparation for the removal of the dam.
- E. HRWC has previously supported a feasibility study, removal design, supporting analysis, and the pursuit of grant funds to advance removal of the dam, and the parties agree that the goal (removal of Peninsular Paper Dam) continues to be feasible and preferable.
- F. With support from HRWC, the City was awarded \$800,000 to support the removal of the dam in response to a grant application to the National Fish Passage Program (“NFPP”) managed by the United States Fish and Wildlife Service (“USFWS”) with funds provided by the Bipartisan Infrastructure Law. HRWC is named as a supporting partner in the grant application and grant agreement between the City and USFWS.
- G. The City and HRWC desire to complete the remaining phases of removal design, analysis, supporting assessments required by permitting entities, and construction activities to remove Peninsular Paper Dam from the Huron River and restore the current impoundment to a freely flowing river channel.
- H. The parties anticipate that the final removal designs will further explore the logistical and practical implications relating to the dam removal and the legal considerations between

the City and property owners adjacent to relevant portions of the Huron River, deconstruction of the dam, the remediation of the impoundment and activities related to such work (The Work).

- I. The parties desire to identify qualified engineering firms and other necessary professional consultants to complete The Work.
- J. The parties agree that HRWC is in the best position to coordinate elements of The Work that is not directly related to construction activities or activities in which agreements between private property owners and their respective municipalities will be required. HRWC may coordinate efforts to identify qualified engineering firms and other necessary professional consultants consistent with advancing The Work.
- K. The City previously committed \$500,000 toward the removal of the Peninsular Dam.
- L. Multiple funding sources from multiple state, federal, and private entities have been applied and will be applied to this project. At the time of proposal submission, the City of Ypsilanti reported securing funding from the following entities that would applied to the project covering match obligations: City of Ypsilanti funding of \$415,000, a Michigan EGLE Dam Risk Reduction Program award of \$3,781,654, a previous U.S. Fish and Wildlife Service National Fish Passage Program award of \$300,000, and a private donor award to HRWC for \$100,000. The parties agree to cooperate to secure any balance of funding required to complete The Work.

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

- 1. HRWC shall, in close cooperation with the City, bid, obtain and administer contracts with qualified engineering firms or professional consultants to complete The Work except in cases where the elements of the Work in question will require construction activities or in which agreements between private property owners and their respective municipalities will be required.
- 2. The City shall, with consultation from HRWC, bid, obtain, and administer contracts with engineering firms and professional consultants for all elements of the Work that will require construction activities or agreements between private property owners their respective municipalities. The City may authorize HRWC to administer contracts for construction activities related to restoration efforts that do not include alterations to the dam, the Superior Road bridge, the railroad bridge that cross the project area or other significant municipal infrastructure.
- 3. HRWC shall provide administrative management, planning services and technical guidance in accordance with USFWS NFPP grant agreements and as described herein. HRWC may also provide administrative management, planning services and technical guidance in accordance with relevant future public or private grants as agreed by the parties.

4. HRWC will collaborate with and continue to help City Council members and City staff establish, convene, and support necessary committees of subject matter experts, municipal officials, and area residents to advise progression toward the removal of the Peninsular Paper Dam and related restoration activities of the Peninsular Paper Dam impoundment (the goal) through at least 12/31/2026. HRWC may provide a continuation of these services beyond 12/31/2026 as agreed by the parties.
5. The City shall reimburse HRWC for personnel costs not to exceed Thirty Thousand dollars (\$30,000) from the USFWS NFPP grant funds. The City may reimburse HRWC for additional administrative and indirect costs not to exceed ten thousand dollars (\$10,000) related to contractual work required to complete The Work, if the City directs HRWC to administer such relevant contracts.
6. The City shall be the primary recipient of and responsible for the management of the awarded USFWS NFPP grant funds and additional related costs. HRWC and the City shall keep books and accounts of all such funds and costs and provide access, including copying the parties upon request.
7. All results, all supporting documentation, and all reports resulting from the scope of work related to the USFWS NFPP grant described herein will be owned jointly by the parties.
8. The parties shall use the results of the study to guide future discussion and decisions with regard to Peninsular Park, the Huron River through the City of Ypsilanti, and the Peninsular Paper Dam.
9. HRWC shall be a third-party beneficiary of the contract between the City and the Contractor(s). The parties agree that all contracts for the work shall contain provisions substantially similar to the attached contract addendum form ("Exhibit A").
10. Both parties agree that they have insurance to protect their individual interests.
11. Neither party will indemnify the other.
12. HRWC agrees to abide by ordinances and policies of City, including but not limited to the Living Wage Ordinance and the non-discrimination policies and ordinances of City.
13. Both parties certify that they are not an "Iran Linked Business" as specified in MCL 129.211.
14. This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
15. This agreement, and its attachments, is the sole contract agreement between the parties. Any changes, additions, or deletions shall not be effective or actionable unless they are in writing and signed by the parties.

IN WITNESS THEREOF, the undersigned have set their hands this ____ day of _____, 2024.

HURON RIVER WATERSHED COUNCIL

BY: Rebecca Esselman
Rebecca Esselman
Executive Director

CITY OF YPSILANTI

BY: _____
Nicole Brown, Mayor

BY: _____
Andrew Hellenga, City Manager

Approved as to Form

John M. Barr
Ypsilanti City Attorney



REQUEST FOR LEGISLATION
December 17, 2024

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Resolution No. 2024-282 Authoring the city to enter into a Memorandum of Understanding with the University Musical Society for the use of the Freighthouse during April and September in 2025 and 2026.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. UMS Freighthouse MOU
2. UMS City of Ypsilanti - Ypsilanti Freighthouse Memorandum of Understanding SIGNED 8.3.2022
3. UMS FREIGHTHOUSE MOU 2024 no markup

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: December 17, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION
December 17, 2024

For: Mayor and City Council

From: Andrew Hellenga. City Manager

Subject: University Musical Society Memorandum of Understanding Amendment

Background:

UMS and the City of Ypsilanti have been partnering over the past several years to bring programming to the eastern side of Washtenaw County.

As a part of the MOU, UMS is responsible for providing funding for market staffing, operations, set-up, and tear-down, collecting fees, managing volunteers, and all other UMS activities.

UMS will compensate the City of Ypsilanti at \$4,800/week of residency. The total payment received annually is \$28,000. In addition, UMS will be responsible for utility payments amounting to \$1,000/month.

RECOMMENDED ACTION: Approval

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 owns the Ypsilanti Freighthouse Plaza, located at 100 Market Place; and

WHEREAS, the University Musical Society has established itself as a premier arts organization in southeast Michigan and expressed interest in an annual residency to offer 6 weeks of programming at the Ypsilanti Freighthouse in 2025 and 6 weeks in 2026; and

WHEREAS, the City is interested in cooperating with the University Musical Society to ensure equitable and prioritized access for Ypsilanti residents to enjoy programming during the proposed residency periods and the proposed agreement meets the financial interests of the City while protecting its priorities including the ability to generate revenue from private events, offer the Freighthouse as a daytime warming center, and organize community event programming during the months UMS is not in residency; and

NOW, THEREFORE, be it resolved that the city enter the attached Memorandum of Understanding with the University Musical Society for the use of the Freighthouse during April and September in 2025 and 2026.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF YPSILANTI AND UNIVERSITY MUSICAL SOCIETY FOR USE OF THE YPSILANTI FREIGHTHOUSE

This agreement is entered into on this 24th day of May 2022, by the City of Ypsilanti, a Michigan Home Rule City located at 1 South Huron Street, Ypsilanti, MI 48197 (hereinafter "City") and University Musical Society, a non-profit located at [fill in address here] (hereinafter "UMS").

WHEREAS, the City owns the Ypsilanti Freighthouse Plaza, located at 100 Market Place; and

WHEREAS, University Musical Society has established itself as a premier arts organization in southeast Michigan and expressed interest in a partnership to offer 5 1/2 weeks of programming at the Ypsilanti Freighthouse in 2023 and 8 weeks in 2024; and

WHEREAS, the City is interested in cooperating with University Musical Society to ensure equitable and prioritized access for Ypsilanti residents to enjoy programming during the proposed residency periods and the proposed agreement meets the financial interests of the City while protecting its priorities including the ability to generate revenue from private events, offer the Freighthouse as a daytime warming center, and organize community event programming during the months UMS is not in residency; and

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

2022 Memorandum of Understanding

**UNIVERSITY MUSICAL SOCIETY
&
CITY OF YPSILANTI**

As the renter of the Ypsilanti Freighthouse, UMS is wholly responsible for the following:

FUNDING

1. Providing and funding appropriate market staff for weekly management of the operations of the Freighthouse, set-up/ tear-down, collecting any fees, managing volunteers, etc.
2. UMS will provide the City \$4,500 per week (\$18,000 per four-week residency or \$36,000 annually assuming two, four-week residencies as a baseline).

OPERATIONS

1. Recruiting volunteers and performers, managing artist relations; development of all programming during residencies
2. Enforcing Freighthouse Building Policies and Regulations, including applicable local, state, & federal laws
3. Managing all finances related to the programming offered at the Freighthouse during residencies including operating supplies, payments to artists, etc.
4. Securing the facility between uses including locking and security alarm protocols.

5. UMS will prioritize access for Ypsilanti residents and we have been discussing a range of ways to achieve this, from special (low-cost) pricing for residents with a ceiling of \$10, to making all UMS offerings free to residents. UMS has communicated its core purpose in offering programming at the Freighthouse would be for the local community's benefit.
6. UMS will not rent the space to third parties during residencies. They plan to fully staff the Freighthouse during residency periods. UMS will work in partnership and collaboration with a variety of Ypsilanti based organizations from social service organizations to libraries to local business. As such, they may offer programming at other venues in the city in addition to work at the Freighthouse.

MARKETING AND EVALUATION

1. Developing and leading marketing strategy, including promotion of the programming offered at the Freighthouse during residency periods. City of Ypsilanti logo and name shall be featured on marketing materials for programming offered at the Freighthouse
2. Performing all program evaluation, including collection of data, surveys in order to report back to stakeholders, boards, artists and community on the state and impact of the pilot program.

COMMUNITY RELATIONS

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

Under this agreement, the City of Ypsilanti, will:

1. Provide the Freighthouse in April and September 2023 and 2024 for 8 weeks total each year assuming agreeable dates can be found and make keys and training available to UMS staff for properly locking and utilizing the space.
2. Pay all utilities during UMS residencies periods
3. 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 2023-2024 calendar years.

CITY OF YPSILANTI


Lois Allen-Richardson
Mayor of Ypsilanti


Andrew Hellenga
Clerk of the City of Ypsilanti

Dated:

7/26/22

7/26/22

UMS


Matthew VanBesien
President & CEO

Dated:

8/3/2022

Dated:

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF YPSILANTI AND UNIVERSITY
MUSICAL SOCIETY FOR USE OF THE YPSILANTI FREIGHTHOUSE 2025-2026**

This agreement is entered into on this _____, by the City of Ypsilanti, a Michigan Home Rule City located at 1 South Huron Street, Ypsilanti, MI 48197 (hereinafter “City”) and University Musical Society, a non-profit located at 881 N. University Ave., Ann Arbor, MI 48109 (hereinafter “UMS”).

WHEREAS, the City owns the Ypsilanti Freighthouse Plaza, located at 100 Market Place; and

WHEREAS, University Musical Society has established itself as a premier arts organization in southeast Michigan and expressed interest in a partnership to offer 6 weeks of programming at the Ypsilanti Freighthouse in 2025 and 6 weeks in 2026; and

WHEREAS, the City is interested in cooperating with University Musical Society to ensure equitable and prioritized access for Ypsilanti residents to enjoy programming during the proposed residency periods and the proposed agreement meets the financial interests of the City while protecting its priorities including the ability to generate revenue from private events, offer the Freighthouse as a daytime warming center, and organize community event programming during the periods UMS is not in residency; and

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

2024 Memorandum of Understanding

UNIVERSITY MUSICAL SOCIETY & CITY OF YPSILANTI

As the renter of the Ypsilanti Freighthouse, UMS is wholly responsible for the following:

FUNDING

1. Providing and funding appropriate market staff for weekly management of the operations of the Freighthouse, set-up/tear-down, collecting any fees, managing volunteers, etc.
2. UMS will provide the City \$4,800 per week (\$14,400 for a 3-week residency or \$28,800 annually assuming two three-week residencies as a baseline).

OPERATIONS

1. Recruiting volunteers and performers, managing artist relations; development of all programming during residencies.
2. Enforcing Freighthouse Building Policies and Regulations, including applicable local, state, & federal laws.
3. Managing all finances related to the programming offered at the Freighthouse during residencies including operating supplies, payments to artists, etc.
4. Securing the facility between uses including locking and security alarm protocols.
5. UMS will prioritize access for Ypsilanti residents. We have achieved this historically by creating a priority period for Ypsilanti residents to register for free events and utilize Pay-What-You-Wish pricing for ticketed events and plan to continue these strategies.. UMS has communicated its core purpose in offering programming at the Freighthouse would be for the local community's benefit.

6. UMS will not rent the space to third parties during residencies. They will fully staff the Freighthouse during residency periods. UMS will continue to work in partnership and collaboration with a variety of Ypsilanti based organizations from social service organizations to libraries to local businesses. As such, they may offer programming at other venues in the city in addition to work at the Freighthouse.

MARKETING AND EVALUATION

1. Developing and leading marketing strategy, including promotion of the programming offered at the Freighthouse during residency periods. City of Ypsilanti logo and name shall be featured on marketing materials for programming offered at the Freighthouse.
2. Performing all program evaluation, including collection of data, surveys in order to report back to stakeholders, boards, artists and community on the state and impact of the program.

COMMUNITY RELATIONS

1. Fostering relationships with Depot Town businesses to better support each other.
2. Apply for relevant permits from the City of Ypsilanti.
3. Providing liability insurance with the City of Ypsilanti named as additionally insured.

Under this agreement, the City of Ypsilanti will:

1. Provide the Freighthouse for three weeks in April and three weeks in September of 2025 and again in April and September, 2026 for 6 weeks total each year assuming agreeable dates can be found and make keys and training available to UMS staff for properly locking and utilizing the space. If mutually agreeable, an additional one-year extension can be granted.
2. Provide at the cost of \$1,000 per month all utilities during UMS residency periods.
3. Provide the necessary landscaping to ensure the plaza is safe for people of all ability levels to travel on.

This agreement is valid for the 2025-2026 calendar years with the potential to extend to 2027.

CITY OF YPSILANTI

Dated:

UMS

Dated:

Nicole Brown, Mayor

**Matthew VanBesien
President & CEO**

**Tracey Boudreau
Clerk of the City of Ypsilanti**



REQUEST FOR LEGISLATION
December 17, 2024

For: Mayor and City Council

From: Bonnie Wessler, DPS Director

Subject: Resolution No. 2024-283 Approving the "Standard Interconnection Agreement" with Chart House Energy and authorizing the City Manager to sign the agreement on behalf of the City.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. DPW interconnect- Council- RFL_Resolution
2. 03- eSignature_requestProject_DE-14634_-_DTE_EI_Redacted

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: December 17, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



From: Bonnie Wessler, DPW Director

Subject: DTE Interconnect Agreement

In 2018, solar panels were installed on the truckport roof in the Public Works yard in partnership with Chart House energy. In a review of the project, it was noted that an interconnection agreement was not completed at the time, however, one is needed for proper metering. This agreement has been approved as to form by legal counsel.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Agreement

2024 Goal Alignment

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



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City of Ypsilanti is a longstanding supporter of solar energy; and

Whereas, the City has had solar panels on the truckport of the Public Works Yard since 2018; and

Whereas, to resolve a metering issue related to these solar panels, it is necessary to execute an interconnection agreement;

Now therefore be it resolved that the Ypsilanti City Council approve the attached "Standard Interconnection Agreement" and authorize the City Manager to sign.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

**STANDARD INTERCONNECTION AGREEMENT
FOR LEVEL 1,2 AND 3 PROJECTS
(PROJECTS UP TO 550 kW WITH CERTIFIED EQUIPMENT)
BETWEEN DTE ELECTRIC COMPANY
AND
(DE-14634)**

This Interconnection Agreement (“Agreement”) is entered into on 12/9/2024 (insert last date from page 9) by DTE Electric Company (the “Utility”), City of Ypsilanti (the “Applicant”), and (if applicable under Paragraph 5) City of Ypsilanti (the “Property Owner”) with project number DE-14634 assigned by Utility. Utility and Applicant are sometimes also referred to in this Agreement collectively as “Parties” or individually as “Party.” Applicant shall be the “Project Developer” as used in and for purposes of the applicable Michigan Electric Utility Generator Interconnection Procedures (“Interconnection Procedures”) approved by the Michigan Public Service Commission (“Commission”).

I. RECITALS

A. Applicant is an electric service customer of Utility in good standing and has submitted a Generator Interconnection Application (“Application”) to Utility.

B. Applicant desires to interconnect an electric generating facility with a maximum DER capacity of 550 kW kilowatts (“kW”) or less (the “Applicant Facility”) utilizing Certified Equipment recognized by a certified Nationally Recognized Testing Laboratory in conformance with IEEE1547.1-2020 and UL1741 2021 edition or subsequent editions certifying advanced inverter functions with Utility’s electric distribution system and operate Applicant Facility in parallel with Utility’s distribution system, under the Utility’s Interconnection Procedures for Level 1,2 or 3 projects, as defined in the Electric Interconnection Standards approved by the Commission (the “Standards”), as applicable.

C. For purposes of this Agreement, “interconnect” means establishing a connection between a non-utility generating and/or storage resource (in this case, the “Applicant Facility”) and Utility’s distribution system. “Operate in parallel” means generating or dispatching electricity from a non-utility resource (in this case, the Applicant Facility) that is connected to Utility’s system. In all cases, terms shall have the meaning as defined in the Standards.

D. Interconnection of the Applicant Facility with Utility’s distribution system is subject to this Agreement, the Application, the Interconnection Procedures, the Standards and utility tariffs approved by the MPSC, as applicable. Interconnection of the Applicant Facility is also subject to local, county and state requirements for applicable permits, inspections and other requirements.

E. This Agreement does not address any purchase or sale of electricity between Utility and Applicant nor does it create any agency, partnership, joint venture or other business arrangement between or among Utility, Applicant and/or Property Owner.

II. AGREEMENT

NOW THEREFORE, in consideration of the above recitals, the mutual covenants contained herein and for good and valuable consideration, the Parties agree as follows:

1. Description of Applicant Facility

- 1.1 The Applicant Facility must be built with the following ratings, which shall not be changed without advance written notice of a material modification to the Utility and Utility Approval and according to the notice requirements herein and as depicted in Exhibit 1 – Interconnection Diagram and subject to any Utility required communications requirements, configuration and/or protection settings:

Approved System Output:	22.353	(AC) kW
Total DC Nameplate Output:	24.57	(DC) kW
Total AC Nameplate Output:	25	(AC) kW
Inverter Power Limited Output/Export Capacity:	N/A	(AC) kW
Photovoltaic/Solar (“PV”) Array Rating:	24.57	(DC) kW
Photovoltaic/Solar (“PV”) CEC Rating:	22.353	(AC) kW
Photovoltaic/Solar (“PV”) Inverter Nameplate Rating:	25	(AC) kW
Wind Turbine (WT) Rating:	0	(AC) kW
Hydroelectric Turbine (HT) Rating:	0	(AC) kW
Fuel Cell (FC) Rating:	0	(AC) kW
Other (specify type and rating):	0	(AC) kW
Storage System DC Output:	0	(DC) kW
Storage System AC Output:	0	(AC) kW
Stored Energy:	0	kWh
Power Control System Capable Modes:	☐	Import Only
	☐	Export Only
	☐	No Exchange
	☐	Unrestricted
Power Control System Set Mode:	N/A	

Service Type: Single Phase

Voltage Level: 240

Equipment Specifications:

PV System: Inverter: 1 x SolarEdge Technologies 5.0 kW (Model SE5000 (240V))

PV Module Array: 19 x SunPower 240W (Model SPR-X19-240-BLK)

Inverter: 2 x SolarEdge Technologies 10.0 kW (Model SE10000H-US (240V))

PV Module Array: 69 x SunPower 290W ([REDACTED])

Solar & Storage System Inverters:

Energy Storage System:

Battery: _

Inverter: _

1.2 Applicant Facility Location:

14 _____ W _____ Forest _____ Ave
Ypsilanti, MI 48197

If Applicant is not the owner of the property identified above, the Property Owner must sign this Agreement for the purposes indicated in Paragraph 5.

1.3 Applicant’s Utility service account number: [REDACTED]

Property Owner’s Utility service account number (if applicable): _____

1.4 The Applicant Facility is planned to be ready for parallel operation on or about: 11/15/2024

2. **Interconnection Facilities**

If it is necessary for Utility to install certain interconnection facilities (“Interconnection Facilities”) and make certain system modifications in order to establish an interconnection between the Applicant Facility and Utility’s distribution system, the Interconnection Facilities and modifications shall be described to the Applicant in the Construction Agreement attachment “A” to this agreement and agreed to by the Applicant.

3. **Design Requirements, Testing and Maintenance of Applicant Facility**

3.1 Applicant shall be responsible for the design and installation of the Applicant Facility and obtaining and maintaining any required governmental authorizations and/or permits, which may include, but shall not be limited to, easements to clear trees, and necessary rights-of-way for installation and maintenance of the Utility Interconnection Facilities.

3.2 Applicant shall, at its sole expense, install and properly maintain protective relay equipment and devices to protect its equipment and service, and the equipment and system of Utility, from damage, injury or interruptions, and will assume any loss, liability or damage to the Applicant Facility caused by lack of or failure of such protection. Such protective equipment specifications and design shall be consistent with the applicable Interconnection Procedures.

Prior to the Applicant Facility operating in parallel with Utility distribution system, Applicant shall provide satisfactory evidence to Utility that it has met the Interconnection Procedures, including but not limited to the receipt of approval from

the local building/electrical code inspector. The Utility's approval, or failure to approve, under this section shall in no way act as a waiver or otherwise relieve the Applicant of its obligations under this section.

- 3.3 At its own expense, Applicant shall perform operational testing at least five (5) days prior to the installation of any Interconnection Facilities by Utility. Utility may, but is not required to, send qualified personnel to the Applicant Facility to inspect the facility and observe the testing. Upon completion of such testing and inspection, and prior to interconnection, Applicant shall provide Utility with a written report explaining all test results, including a copy of the generator commissioning test report. The Utility required commissioning testing and inspection checklist is in Attachment "B" of this agreement, additional site specific instructions may be described in the Construction Agreement Attachment "A".

If necessary, as described in Attachment A, Applicant shall install and provision communications equipment. at its own expense, as specified by Utility. The maintenance and operations of which is at the sole expense of the Applicant. The Applicant acknowledges that initially Utility may not require communications be installed by Applicant, but that the Utility retains the right to add this requirement at a future date, and that Applicant has the obligation under this agreement to comply. Applicant shall configure the communications system to Utility specification. The Applicant is responsible for maintaining the communications software as set forth by Utility. The Applicant shall install and maintain needed cyber and physical security as specified by Utility. Failure to meet these requirements will result in disconnecting the interconnection. Current requirements are provided in Exhibit 2 of this document

Applicant shall test protective relay equipment in accordance with manufacturer's specifications, unless no testing interval is provided, in which case testing shall occur every two years (unless an extension is agreed to by Utility) to verify the calibration indicated on the latest relay setting document issued by Utility. The results of such tests shall be provided to Utility upon request. Utility may, at any time and at its sole expense, inspect and test the Applicant Facility to verify that the required protective equipment is in service, properly maintained, and calibrated to provide the intended protection. This inspection may also include a review of Applicant's pertinent records. Inspection, testing and/or approval by Utility or the omission of any inspection, testing and/or approval by Utility pursuant to this Agreement shall not relieve the Applicant of any obligations or responsibility assumed under this Agreement.

- 3.4 Applicant shall operate and maintain the Applicant Facility in a safe and prudent manner and in conformance with all applicable laws and regulations. Applicant shall obtain or maintain any governmental authorizations and permits required for construction and operation of the Applicant Facility.

- 3.5 As described in Attachment "A", Applicant shall install and provision communications equipment. at its own expense, as specified by Utility. The maintenance and operations of which is at the sole expense of the Applicant. The Applicant acknowledges that

initially Utility may not require communications be installed by Applicant, but that Utility retains the right to add this requirement at a future date, and that Applicant has the obligation under this agreement to comply. Applicant shall configure the communications system to Utility specification. The Applicant is responsible for maintaining the communications software as set forth by Utility. The Applicant shall install and maintain needed cyber and physical security as specified by Utility. Failure to meet these requirements will result in disconnecting the interconnection. Current requirements are provided in Exhibit 2 of this document

4. Parallel Operation of the Project With DTE's Distribution System

Parallel operation of the Project with DTE's distribution system shall only begin after the following conditions have been satisfied and confirmed in writing by DTE to Project Developer:

1. Both Parties have declared their Interconnection Facilities ready for service.
2. If facilities upgrades or modifications were needed, all items in Attachment A, are complete.
3. DTE Electric has accepted and reviewed any inspection documents, configuration documents, test reports and has either conducted a witness test or waived its right to do so.
4. DTE Electric has provided an Authorization of Parallel operation to the project

5. Disconnection

Utility shall be entitled to disconnect the Applicant Facility from Utility's distribution system, or otherwise refuse to connect the Applicant Facility, if: (a) Applicant has not complied with any one of the technical requirements contained in the applicable Interconnection Procedures, (b) the electrical characteristics, configuration, or communications of the Applicant Facility are not compatible with the electrical characteristics of Utility's distribution system, (c) an emergency condition exists on Utility's distribution system, (d) Applicant's protective relay equipment fails, (e) Utility determines that the Applicant Facility is disrupting service to any other Utility Customer, (f) disconnection is required to allow for construction, installation, maintenance, repair, replacement, removal, investigation, inspection or testing of any part of Utility's facilities, (g) if a required installation fails or becomes incapacitated and is not repaired in a timely manner, as determined by Utility, or (h) Applicant commits a material breach of this Agreement. (i) Operating in parallel without prior written authorization from the electric utility as provided for in Michigan Rule 460.968. (j) An electric utility may disconnect electric service, where applicable, pursuant to Michigan Rule 460.136. Failure of the interconnection customer to bring a DER into compliance pursuant to R 460.976(1). (k) Failure of the interconnection customer to pay costs of remedy pursuant to Michigan Rule 460.976

When reasonable and appropriate, the Utility will attempt to notify Applicant and coordinate its actions under this Paragraph with Applicant. This paragraph applies only to Utility actions with respect to Applicant Facility. Utility shall promptly re-connect

the Applicant Facility to the Utility's distribution system as soon as the reason for disconnection has been remedied.

6. Access to Property

- 6.1 At its own expense, Applicant shall make the Applicant Facility site available to Utility. The site shall be free from hazards and shall be adequate for the operation and construction of the Interconnection Facilities. Utility, its agents and employees, shall have full right and authority of ingress and egress at all reasonable times on and across the property at which the Applicant Facility is located, for the purpose of installing, operating, maintaining, inspecting, replacing, repairing, and removing the Interconnection Facilities. The right of ingress and egress shall not unreasonably interfere with Applicant's or (if different) Property Owner's use of the property and does not include the right to enter applicant's residence or other enclosed structure on the property where the Applicant Facility is located, except on reasonable notice where the Interconnection Facilities are located within the residence or other enclosed structure.
- 6.2 Utility may enter the property on which the Applicant Facility is located to inspect, at reasonable hours, Applicant's protective devices and read or test meters. Utility will use reasonable efforts to provide Applicant or Property Owner, if applicable, at least 24 hours' notice prior to entering said property, in order to afford Applicant or Property Owner the opportunity to remove any locks or other encumbrances to entry; *provided, however*, that Utility may enter the property without notice (removing, at Applicant's expense, any lock or other encumbrance to entry) and disconnect the Interconnection Facilities if Utility believes that disconnection is necessary to address a hazardous condition and/or to protect persons, Utility's facilities, or the property of others from damage or interference caused by Applicant Facility.
- 6.3 By executing this Agreement, Applicant and Property Owner consent to and agree to provide access to its property, including all rights of ingress and egress, on which the Applicant Facility is located to Utility as described in this section, but does not assume or guarantee other performance obligations of the Applicant under this Agreement.

7. Liability

- 7.1 As between the Parties, unless caused by the sole negligence or intentional wrongdoing of the other Party, each Party to this Agreement shall at all times assume all liability for, any and all damages, losses, claims, demands, suits, recoveries, costs, legal fees, and expenses to the extent caused by its directors, officers, employees, and agents: (a) for injury to or death of any person or persons whomsoever occurring on its own system, and/or (b) for any loss, destruction of or damage to any property of third persons, firms, corporations or

other entities occurring on its own system, including environmental harm or damage arising out of or resulting from, either directly or indirectly, the Interconnection Facilities or the Applicant Facilities, or arising out of or resulting from, either directly or indirectly, any electric energy furnished to it hereunder after such energy has been delivered to it by such other Party.

7.2 The provisions of this Section 7 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

7.3 Notwithstanding anything in this Section, or any other provision of this Agreement to the contrary, any liability of a Party to the other Party shall be limited to direct actual damages, and all other damages at law or in equity are hereby waived. Under no circumstances shall a Party be liable to the other Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits.

7.4 The obligations and limits on liability in this Section 7 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement, with respect to any event or condition giving rise to an obligation that occurred prior to such expiration or termination.

7.5 Nothing in this Section 7 waives or limits, or shall be construed to waive or limit, the governmental immunity of a Party.

7.6 Nothing in this Section 7 shall imply, or be construed to imply indemnification of any Party by the State of Michigan, its department, and agencies, or by other governmental customers that are restricted from entering into indemnification provisions by law.

8. Subcontractors

Either Party may contract with a subcontractor to perform its obligations under this Agreement and shall incorporate the obligations of this Agreement into its respective subcontracts, agreements and purchase orders. Each Party shall remain liable to the other Party for the performance of such subcontractor under this Agreement subject to the provisions of Section 7.

9. Force Majeure

Neither Party shall be liable for failure to perform any of its obligations hereunder, to the extent due to fire, flood, storm, other natural disaster, national emergency or war (referred to

collectively as “Force Majeure”), and not due to labor problems, inability to obtain financing, negligence or other similar condition of such party, provided that either party has given the other prompt notice of such occurrence. The Party affected shall exercise due diligence to remove such Force Majeure with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

10. Breach and Default

A breach of this Agreement (“Breach”) shall occur upon the failure of a Party to perform or observe any material term or condition of this Agreement. Upon a Breach by one Party, the non-breaching Party shall give written notice of such Breach to the breaching Party. The Party in Breach shall have thirty (30) days from the date of the written notice to cure the Breach. If a Breach is not cured within the thirty (30) day period provided for herein, the party in Breach shall be deemed in default (“Default”). If the Breach is not cured within 30 business days, the Utility, at its sole discretion, may apply a remedy and bill the Applicant. The Applicant shall pay this bill within 5 business days. The non-defaulting Party shall then have the right to terminate this Agreement by written notice, shall be relieved of any further obligations hereunder, and may pursue any and all remedies available to it at law or in equity.

11. Retirement

Upon termination or cancellation of this Agreement or at such time after any of the Utility Interconnection Facilities described herein are no longer required, the Parties shall mutually agree upon the retirement of the Interconnection Facilities, which may include without limitation (i) dismantling, demolition, and removal of equipment, facilities, and structures, (ii) security, (iii) maintenance and (iv) disposing of debris. The cost of such removal shall be borne by the Utility.

Removal of facilities constructed by the Applicant shall be done by the Applicant at the Applicant’s sole expense.

12. Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of Michigan.

13. Amendment, Modification or Waiver

Any amendments or modifications to this Agreement shall be in writing and agreed to by both Parties. The failure of any Party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

14. **Notices**

Any notice required under this Agreement shall be in writing and mailed or personally delivered to the Party at the address below. Written notice is effective within 3 days of depositing the notice in the United States mail, first class postage prepaid. Personal notice is effective upon delivery. Written notice of any address changes shall be provided. All written notices shall refer to the Applicant’s Utility account number, as provided in Section 1 of this Agreement. All written notices shall be directed as follows:

Notice to Utility:

DTE Electric Corporation
One Energy Plaza, 490SB
Detroit, MI 48226
[REDACTED]
[REDACTED]

Notice to Applicant:

City _____ of _____ Ypsilanti
(734) _____ 483-1421
[REDACTED]
1 _____ S _____ Huron _____ St
Ypsilanti, MI 48197

Notice to Property Owner (if different than Applicant):

City _____ of _____ Ypsilanti
(734) _____ 483-1421
[REDACTED]
1 _____ S _____ Huron _____ St
Ypsilanti, MI 48197

15. **Term of Agreement and Termination**

This Agreement shall become effective upon execution by all Parties and, if applicable, the Property Owner, and it shall continue in full force and effect until terminated upon thirty (30)

days' prior notice by the Applicant, upon Default of either Party as set forth in Section 9, or upon mutual agreement of the Parties. The Utility may terminate the agreement on reasonable notice for reasons consistent with existing law, regulations and tariffs.

16. Entire Agreement

This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof and constitutes the entire agreement between the Parties hereto.

17. No Third Party Beneficiary

The terms and provisions of this Agreement are intended solely for the benefit of each Party, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity.

18. Assignment and Binding Effect

This Agreement shall not be assigned by a Party without the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempt to assign this Agreement without consent will be void. Subject to the preceding, this Agreement is binding upon, inures to the benefit of, and is enforceable by the Parties and their respective successors and assigns. Applicant agrees to notify Utility in writing upon the sale or transfer of the Applicant Facility. This Agreement shall terminate upon such notice unless Utility consents to an assignment in writing.

19. Severability

If any provision of this Agreement is determined to be partially or wholly invalid, illegal, or unenforceable, then such provision shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding, and enforceable; or, if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding or enforceable, then such provision shall be deemed to be excised from this Agreement and the validity, binding effect, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any manner.

20. Signatures

The Parties to this Agreement hereby agree to have two originals of this Agreement executed by their duly authorized representatives (three originals are necessary if the Property Owner signs this Agreement) or valid and verifiable Electronic signatures through a mechanism provided by the Utility. This Agreement is effective as of the later (or latest) of the dates set forth below.

21. Counterparts and Electronic Documents

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

UTILITY

By: _____
(Duly Authorized Signature)

David Wiecha
(Print or Type Name)

Title: Manager of Interconnections

Date: 12/9/2024

City of Ypsilanti
(Property Owner, if applicable)

By: _____
(Duly Authorized Signature)

City of Ypsilanti
(Print or Type Name)

Title: _____

Date: 12/9/2024

City of Ypsilanti
(Applicant)

By: _____
(Duly Authorized Signature)

City of Ypsilanti
(Print or Type Name)

Title: _____

Date: 12/9/2024

EXHIBIT 1
INTERCONNECTION DIAGRAM

(Insert the One-Line Diagrams (PDF file) for the various size and type of generator that will be installed.)



REQUEST FOR LEGISLATION
December 17, 2024

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Resolution No. 2024-284 Appointing Nicole Ajami and Andrew Sugerman as Assistant City Attorneys, upon the recommendation of Randolph Barker, the future Ypsilanti City Attorney.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. RFL ACAs
2. RES for ACAs
3. Nicole Ajami CV
4. Andrew Sugerman

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: December 17, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION
December 17, 2024

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Appointment of Assistant City Attorneys for Prosecution

SUMMARY & BACKGROUND:

During the November 12, 2024 City Council Meeting Council approved a contract with Conlin, McKenny, and Philbrick P.C., with Randolph Barker to serve as City Attorney. The Contract will commence in the new year and current City Attorney John Barr's contract will have concluded.

Under the current contract, Jesse O'Jack administers all city prosecution. At the beginning of the new year, newly appointed City Attorney Barker recommends Andrew Sugerman as the lead prosecutor for the Administrative Hearings Bureau and Nicole Ajami as the lead prosecutor in district court.

Resumes are attached for review

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resumes and Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2024-284
December 17, 2024

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that upon the recommendation of Randolph Barker, the future Ypsilanti City Attorney, the appointment of Nicole Ajami and Andrew Sugerman as Assistant City Attorneys are hereby confirmed and ratified.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Nicole M. Ajami

EDUCATION

University of Detroit Mercy School of Law

Juris Doctor, *cum laude*

GPA: 3.33

Detroit, MI

May 2021

- Honors: CALI Awards, Applied Legal Theory and Analysis II & National Security Law
Second Place Brief & Quarter-Finalist, 2020 Keenan Appellate Advocacy Competition
Semi-Finalist, 2019 Moot Court Junior Competition
Frank S. Sengstock School of Law Endowed Scholarship
- Activities: Member, *University of Detroit Mercy Law Review*
Associate Board Member, Moot Court Board of Advocates
Competitor, 2021 National Appellate Advocacy Competition
Private Tutor, Property Law & Legal Research and Writing
Mentor, First Year Mentorship Program
- Teaching Assistant: Torts, Applied Legal Theory and Analysis I & II, Property Law

University of Michigan

Bachelor of Arts in Psychology | Minor: Arab & Muslim American Studies

Ann Arbor, MI

December 2017

LEGAL EXPERIENCE

Conlin, McKenney & Philbrick, PC

Attorney

Ann Arbor, MI

November 2024– present

- Practice concentration in municipal law and litigation of real estate, commercial, and probate disputes.

Law Offices of Aaron D. Cox, PLLC

Attorney

Taylor, MI

February 2024–October 2024

- Litigation of real estate and commercial matters and property tax appeals.
- Represented residential landlords on large summary proceedings docket

Schenk & Bruetsch PLC

Attorney

Detroit, MI

November 2021–February 2024

- Municipal law practice focused on property tax appeals, election law issues, real estate matters, and prosecution of misdemeanor and civil infraction cases on behalf of the City of Inkster.
- Administered probate estates and trusts on behalf of appointed fiduciaries.
- Real estate practice emphasis on litigation of title and boundary disputes, construction contract matters, and commercial lease transactions.

U.S. District Court for the Eastern District of Michigan

Judicial Intern to the Honorable Gershwin A. Drain

Detroit, MI

Summer 2019

OTHER PROFESSIONAL EXPERIENCE

City of Dearborn Heights – Board of Review

Board Member

Dearborn Heights, MI

January 2023–present

- Evaluate merits of appeals concerning assessed values of residential and commercial property.
- Authorize changes upon, in addition to, or corrections to the assessment roll when appropriate.

Prospect Appraisal

Limited Real Estate Appraiser

Dearborn, MI

June 2015–May 2020

- Performed thorough walkthroughs of residential properties and composed detailed appraisal reports of same
- Generated and analyzed comparative market analyses of residential properties to determine value

BAR ADMISSIONS

State Bar of Michigan – 2021

U.S. District Court, EDMI – 2022

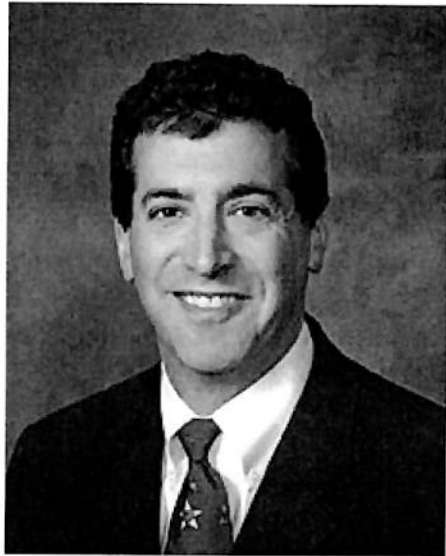
OTHER PROFESSIONAL LICENSES (MI)

Limited Real Estate Appraiser, January 2018

Real Estate Salesperson, April 2021



**LAW OFFICES OF
CONLIN, MCKENNEY & PHILBRICK, P.C.**



Contact:

Phone: (734) 997-2176

Phone 2: (734) 761-9000

Fax: (734) 761-9001

Email: sugerman@cmplaw.com

[vCard](#)

Mr. Sugerman is a civil litigator who has successfully tried cases in every county in Southeast Michigan. Mr. Sugerman began his legal career and obtained extensive trial experience as a Senior Public Defender in New York City. Mr. Sugerman returned to Michigan and has maintained an active civil litigation practice, prevailing in over a hundred trials, in his focused areas of personal injury defense, general tort and negligence liability, insurance coverage actions and commercial litigation. In addition to an active trial practice Mr. Sugerman has prevailed in both the Michigan Court of Appeals and the Michigan Supreme Court.

Mr. Sugerman has lectured at the request of the Washtenaw County Bar Association Trial Lawyers Section and the Automobile Club Insurance Association on effective trial advocacy in the defense of personal injury actions.

Education

- Washington College of Law of The American University, J.D. (1988)
- James Madison College at Michigan State University, B.A. (1985)

Bar Admissions

- State Bar of New York (1989)
- District of Columbia (1991)
- State Bar of Michigan (1992)
- U.S. District Court for the Eastern District of New York (1992)
- U.S. District Court for the Eastern District of Michigan (2000)

Professional and Civic Involvement

- American Bar Association
- State Bar of Michigan
- Washtenaw County Bar Association
Case Evaluation Committee
- Case Evaluator in Washtenaw and Lenawee Counties
- Co-Chair of the School Improvement Teams for the Bryant and Pattengill Public Schools

Practice Areas:

- Personal injury law and litigation
- Tort and negligence law and litigation
- Insurance law and litigation
- Commercial and general law and litigation

Contact Us

Name *(Required)*

First

Last

Email *(Required)*

Phone *(Required)*

Message



REQUEST FOR LEGISLATION
December 17, 2024

For: Mayor and City Council

From: Roland Tooson, Council Member, Steve Wilcoxon, Mayor Pro-Tem

Subject: Resolution No. 2024-285 in conjunction with the Ypsilanti Police Advisory Commission, Authorizing to send support for House Bill 6121 labeled, "Reporting of Law Enforcement Officer Misconduct Privacy Act," and that a copy of this resolution be forwarded to our state representative, senator, and the governor.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. YPAC RFL
2. HB6121 resolution
3. 2024-HIB-6121

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: December 17, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION
December 17, 2024

For: Mayor and City Council

From: The Police Advisory Commission, Council Member Tooson & Mayor Pro Tem Wilcoxen

Subject: Resolution Supporting House Bill 6121

SUMMARY & BACKGROUND:

The Ypsilanti Police Advisory Commission reviewed the contents of the proposed House Bill 6121 labeled "Reporting of Law Enforcement Officer Misconduct Privacy Act".

It is understood that anonymity during the police complaint process is of concern for many people and for many reasons. The City of Ypsilanti Police Department's complaint process already has an option for anonymity, and a push for police officer complaint anonymity across the police departments in the state of Michigan could further citizen engagement in their respective police departments.

The Ypsilanti Police Advisory Commission requests that City Council send support for House Bill 6121 labeled, "Reporting of Law Enforcement Officer Misconduct Privacy Act," and that a copy of this resolution be forwarded to our state representative, senator, and the governor.

RECOMMENDED ACTION: Approval

ATTACHMENTS Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2024-285
December 17, 2024

WHEREAS, The Ypsilanti Police Advisory Commission reviewed the contents of the proposed House Bill 6121 labeled "Reporting of Law Enforcement Officer Misconduct Privacy Act" and,

WHEREAS, It is understood that anonymity during the police complaint process is of concern for many people and for many reasons, and

WHEREAS, The City of Ypsilanti Police Department's complaint process already has an option for anonymity, and a push for police officer complaint anonymity across the police departments in the state of Michigan could further citizen engagement in their respective police departments; now therefore, be it

RESOLVED, That the council of the City of Ypsilanti and the Ypsilanti Police Advisory Commission send support for House Bill 6121 labeled, "Reporting of Law Enforcement Officer Misconduct Privacy Act," and that a copy of this resolution be forwarded to our state representative, senator, and the governor.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

HOUSE BILL NO. 6121

November 14, 2024, Introduced by Reps. McKinney and Aiyash and referred to the Committee on Criminal Justice.

A bill to protect the privacy of individuals who report certain incidents of law enforcement officer misconduct; to prohibit the disclosure of the identity of individuals who report certain incidents of law enforcement officer misconduct; to provide exceptions to the prohibition from disclosure; and to prescribe civil sanctions.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 Sec. 1. This act may be cited as the "reporting of law
2 enforcement officer misconduct privacy act".

3 Sec. 3. As used in this act:

1 (a) "Law enforcement agency" means an entity that is
2 established and maintained in accordance with the laws of this
3 state and is authorized by the laws of this state to appoint or
4 employ law enforcement officers.

5 (b) "Law enforcement officer" means that term as defined in
6 section 2 of the Michigan commission on law enforcement standards
7 act, 1965 PA 203, MCL 28.602.

8 (c) "Misconduct" means the performance of a law enforcement
9 officer's duty that is unauthorized, unlawful, negligent, reckless,
10 or injurious.

11 (d) "Person" means a law enforcement agency, the department of
12 state police, the department of the attorney general, an individual
13 who knows the identity of the complainant, an attorney receiving a
14 misconduct complaint under this act, or any other body or
15 individual authorized to receive or investigate misconduct
16 complaints against law enforcement officers.

17 Sec. 5. Except as provided in this act or otherwise required
18 by law, if requested by the individual who filed a misconduct
19 complaint to keep the individual's identity confidential, a person
20 shall not knowingly disclose information in a misconduct complaint
21 filed against a law enforcement officer that personally identifies
22 the individual who filed the misconduct complaint.

23 Sec. 7. Information in a misconduct complaint filed against a
24 law enforcement officer that personally identifies the individual
25 who filed the misconduct complaint may be disclosed only in 1 or
26 more of the following circumstances:

27 (a) By the individual who filed the misconduct complaint.

28 (b) With the written permission of the individual who filed
29 the misconduct complaint.

1 (c) Pursuant to a court order.

2 (d) To a defendant, defense attorney, or prosecutor if
3 criminal charges are filed.

4 (e) To an arbitration panel, if the misconduct complaint is
5 subpoenaed in an arbitration proceeding.

6 (f) To an administrative judge, if the misconduct complaint is
7 subpoenaed in an administrative hearing.

8 (g) To a person designated by a law enforcement agency to
9 receive and investigate misconduct complaints.

10 (h) To a law enforcement officer, if necessary for an internal
11 investigation.

12 Sec. 9. A person that violates this act is responsible for a
13 state civil infraction and may be ordered to pay a civil fine of
14 not more than \$500.00.



REQUEST FOR LEGISLATION
December 17, 2024

For: Mayor and City Council

From: Steve Wilcoxon, Mayor Pro-Tem, Desirae Simmons, Council Member

Subject: Discussion regarding Council Agenda process and deadlines, including discussions two weeks in advance of voting on resolutions and publishing the packet a week before our meetings.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION:

ATTACHMENTS:

1. 2025 Council Meeting Agenda Due Dates

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: December 17, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



December 16, 2024

PROPOSAL

For: Mayor and City Council

From: Tracey Boudreau, City Clerk

Subject: Possible Schedule for Agenda Due Dates

City Council has expressed an interest in having more time to review the Agenda packet before meetings. Currently, the deadline to submit items and the deadline to publish the Agenda packet are the same – Friday before the meeting at 1pm. To get the packet to Council sooner, the deadline to submit items must also be moved up. I offer, for discussion, the proposed schedule below. The deadline to submit items for the Agenda would be moved to Tuesday, one week before the meeting. The deadline to publish the agenda would be moved up one day, from Friday to Thursday. The only exception is the first meeting of the year, due to the holiday closures.

Council Meeting Date	Agenda Published	Agenda Items Due
Tuesday, January 7	Friday, January 3, 1:00pm	Thursday, January 2
Tuesday, January 21	Thursday, January 16, 4:00pm	Tuesday, January 14
Tuesday, February 4	Thursday, January 30, 4:00pm	Tuesday, January 28
Tuesday, February 18	Thursday, February 13, 4:00pm	Tuesday, February 11
Tuesday, March 4	Thursday, February 27, 4:00pm	Tuesday, February 25
Tuesday, March 18	Thursday, March 13, 4:00pm	Tuesday, March 11
Tuesday, April 1	Thursday, March 27, 4:00pm	Tuesday, March 25
Tuesday, April 15	Thursday, April 10, 4:00pm	Tuesday, April 8
Tuesday, May 6	Thursday, May 1, 4:00p,	Tuesday, April 29
Tuesday, May 20	Thursday, May 15, 4:00pm	Tuesday, May 13
Tuesday, June 3	Thursday, May 29, 4:00pm	Tuesday, May 27
Tuesday, June 17	Thursday, June 12, 4:00pm	Tuesday, June 10
Tuesday, July 1	Thursday, June 26, 4:00pm	Tuesday, June 24
Tuesday, July 15	Thursday, July 10, 4:00pm	Tuesday, July 8
Tuesday, August 12	Thursday, August 7, 4:00pm	Tuesday, August 5
Tuesday, September 9	Thursday, September 4, 4:00pm	Tuesday, September 2
Tuesday, September 23	Thursday, September 18, 4:00pm	Tuesday, September 16
Tuesday, October 7	Thursday October 2, 4:00pm	Tuesday, September 30
Tuesday, October 21	Thursday, October 16, 4:00pm	Tuesday, October 14
Tuesday, November 4	Thursday, October 30, 4:00pm	Tuesday, October 28
Tuesday, November 18	Thursday, November 13, 4:00pm	Tuesday, November 11
Tuesday, December 9	Thursday, December 4, 4:00pm	Tuesday, December 2



REQUEST FOR LEGISLATION
December 17, 2024

For: Mayor and City Council

From: Desirae Simmons, Council Member

Subject: Discussion regarding responses and questions from the Sustainability Commission regarding Council requested grass and weeds Ordinance updates.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION:

ATTACHMENTS:

1. Sustainability Comm Response to Council

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: December 17, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



December 16, 2024

RESPONSE FROM COMMISSION

For: Mayor and City Council

From: Sustainability Commission, Council Member Simmons

Subject: Response to Questions Posed to Commission by Council Re: Weeds & Grass Ordinance

1. Questions from the Sustainability Commission to help with the Council conversation about our lawn/blight ordinances:
 - a. why do we have what we currently have?
 - b. what powers sit with the City to regulate?
 - c. why Council didn't take up the ordinance update that the Sustainability Commission had previously worked on? How would this be different?