1. City Council Regular Meeting Agenda

   Documents: 7-17-12 AGENDA FRANCES EDITS (4TH).PDF

2. City Council Regular Meeting Packet

   Documents: 7-17-12 PACKET.PDF

CITY OF YPSILANTI
COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, JULY 17, 2012
6:00 p.m. - Work Session
7:00 p.m. – Open session

I. CALL TO ORDER –

II. ROLL CALL –

Council Member Bodary	P A	Council Member Robb	P A
Council Member Jefferson	P A	Council Member Vogt	P A
Council Member Murdock	P A	Mayor Schreiber	P A
Mayor Pro-Tem Richardson	P A		

III. INVOCATION –

IV. PLEDGE OF ALLEGIANCE –

"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."

V. INTRODUCTIONS –

VI. AGENDA APPROVAL –

VII. WORK SESSSION – 6:00 – 7:00 p.m.

Parkridge Expansion – Teresa Gillotti, Planner II

VIII. PRESENTATIONS –

1. Washtenaw County Health Initiative- Tom Biggs, Washtenaw Health Initiative Volunteer
2. City of Ypsilanti Climate Action Plan – Richard Murphy, Michigan Suburbs Alliance
3. MDOT Road Diet on Huron and Hamilton relating to recent speed limit changes - Teresa Gillotti, Planner II

VIII. PUBLIC HEARINGS-

1. Resolution to approve a Class C Downtown Development (DDA) Redevelopment Liquor License for "Mix on Michigan Avenue" located at 128-130 W. Michigan Ave.

   A. Resolution No. 2012-143, determination.
   B. Open the public hearing.
   C. Resolution No. 2012-144, close public hearing.

IX. AUDIENCE PARTICIPATION-

X. REMARKS BY THE MAYOR –

XI. MINUTES –

Resolution No. 2012-145 approving the minutes of June 19, 2012

XII. CONSENT AGENDA- Resolution No. 2012-146

1. Resolution 2012-147, approving amendments to the City Code of Ordinances relative to peddler's and solicitors. ***(Ordinance No. 1179) (Second Reading)***

2. Resolution 2012-148, approving appointments to Boards and Commissions.

3. Resolution No. 2012-149, adopting the Climate Action Plan.

4. Resolution No. 2012-150, approving SRF Bond for the Factory Street Pump Station. ***(Ordinance # 1180, 940-M)***

5. Resolution No. 2012-151, approving a contract with Washtenaw County for Master Plan and Zoning updates.

6. Resolution No. 2012-152, approving City enforcement of MDOT Sidewalk Café standards on trunk lines.

7. Resolution No. 2012-153, approving the amended CDBG Grant Senior Center Improvements.

8. Resolution 2012-154, approving Friends of Ypsilanti Police Department as a recognized non-profit organization operating in the City of Ypsilanti.

XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2012-155, adopting Municipal Employees' Retirement System (MERS) of Michigan Defined Benefit Program for City Manager.

2. Resolution No. 2012-156, supporting revocation of Brandy's Party Store Liquor License.

XIV. LIASON REPORTS -

A. SEMCOG Update
B. Washtenaw Area Transportation Study
C. Washtenaw Metro Alliance
D. Urban Counties
E. Freight House

XV. COUNCIL PROPOSED BUSINESS –

XVI. COMMUNICATIONS FROM THE MAYOR –

XVII. COMMUNICATIONS FROM THE CITY MANAGER –

XVIII. AUDIENCE PARTICIPATION -

XIX. REMARKS FROM THE MAYOR –

XX. REPORTS SUBMITTED-

XXI. CLOSED SESSION -

Closed Session to discuss pending litigation - OMA 15.268, Section 8(e).

XXII. ADJOURNMENT –

1. Resolution 2012-157, adjourning the City Council meeting.

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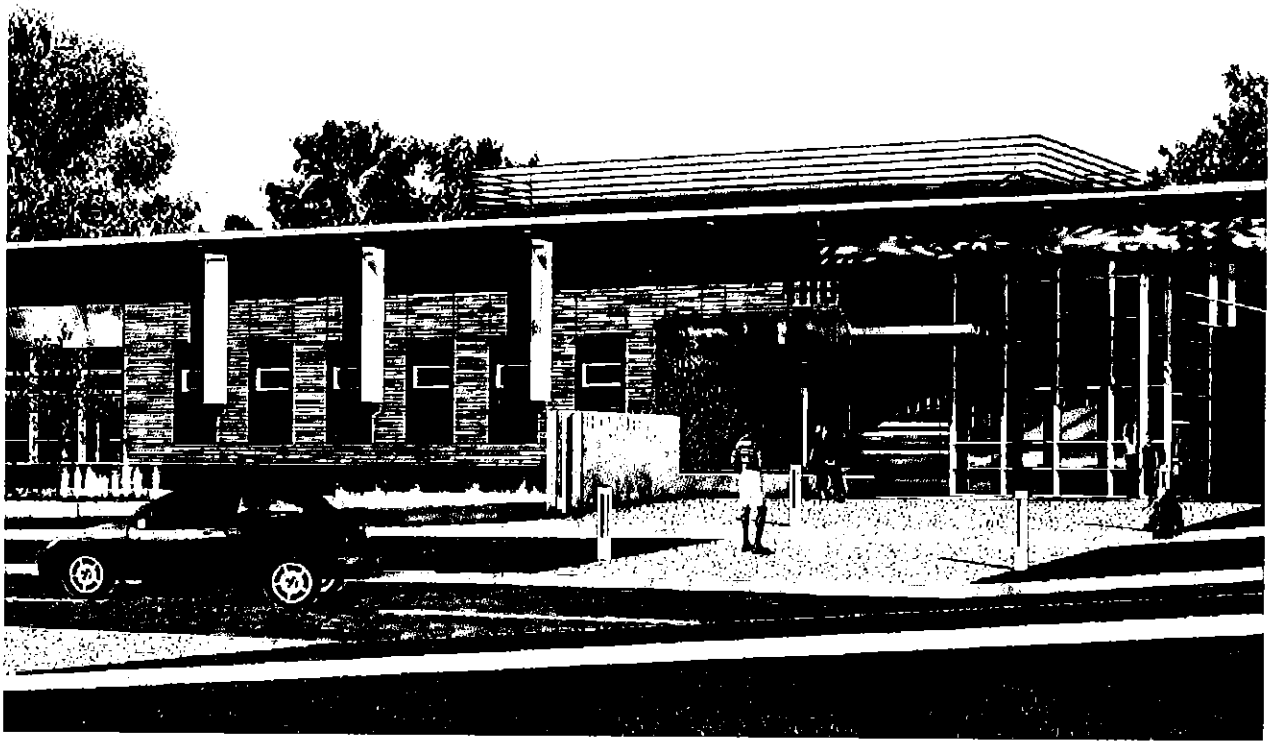
FY 2012 Business Plan

WORK SKILLS CORPORATION

Parkridge Cultural and Job Training Center



FY 2012 Business Plan

Executive Summary

The Parkridge Cultural and Job Training Center will be a joint venture between Work Skills Corporation and the Parkridge Community Center formed to expand service delivery to the Greater Ypsilanti Area. The plan centers on a 12,000 square foot expansion of the Parkridge Community Center, located at 591 Armstrong Drive, Ypsilanti, MI 48197. 6,000 square feet will be dedicated to housing the Work Skills Corporation Employment Services staff presently located in Ann Arbor Michigan. The other 6,000 square feet will be used for the Paul Collins Art Museum which will feature original Paul Collins artwork. The estimated project cost is $1,800,000 - $2,000,000. Additional Education and Job Training programs and services will be developed to augment the wide range of services presently offered by the Parkridge Community Center.

As we work toward the construction phase of the project, we will also be working with another strong community partner, The Community of God church. The church has a school building that previously housed the Victory Academy. The facility, now the Davis Community and Educational Center, is located on church property near the Parkridge Community Center. WSC leased the facility and beginning this fall, will be operating the WSC Academy, Ypsilanti Campus, an Alternative High School chartered by the Michigan Department of Education.

This business plan has been developed as a tool to guide the expansion of the Parkridge Community Center, the development of the Parkridge Cultural and Job Training Center and the WSC Academy, Ypsilanti Campus.

WSC Overview

In 1973, Work Skills Corporation (WSC) was founded to provide rehabilitation services to people with disabilities. We have since broadened our mission to include a full range of employment and training programs and services to anyone who can benefit.

WSC can be characterized as a quality provider of employment and training services to the community-at-large and quality support services to the manufacturing/business community.

We are a private 501-C3 non-profit Michigan Corporation. We chose the non-profit status to ensure our ability to serve people with more severe disabilities and difficult to serve populations.

Our business headquarters is located at 100 Summit, Brighton. We also have operations located at 3820 Packard, Ann Arbor, 420 Nine Mile Road, Hazel Park, 111 West Street, Brighton, 10355 Citation Drive, Brighton and 740 Advanced Street, Brighton.

WSC serves over 1,500 people annually with an operating budget averaging $13,000,000.

WSC Mission

The mission of Work Skills Corporation is to optimize human potential.

FY 2012 Business Plan

Vision Statement

WSC's team of talented people are motivated to provide world-class employment and training in every venue we choose to compete in, while supplying superior services that address community and global needs; are customer driven; high-quality and innovative.

Core Values

- We value and respect the dignity and individualism of people
- We value teamwork, continuous improvement and customer satisfaction
- We value entrepreneurship and innovation, combined with fiscal responsibility
- We value our commitment and responsibility to the communities we serve

Employee Satisfaction

Recognizing that our most important asset is our human resource, we focus on expanding and enhancing employee satisfaction through training, appreciation and recognition.

Project Overview

The Parkridge Community Center is a small recreation center located in Ypsilanti, Michigan. Established in 1943, the "Center" as it is affectionately known, had been a stable resource in the community for a number of years. A place where community youth and teens gathered to interact with one another in a safe environment, Parkridge "was the place to be." Many local residents recall a time when everyone had to learn how to play pool or chess.

It's where dances were held and you got help with your homework. It's also where the community gathered when there were important issues to discuss. An addition in the early 1980's expanded the center and provided more space for the growing community.

In 2003 due to an already shrinking budget the City of Ypsilanti was forced to eliminate recreation. As one of the city's three recreation facilities, Parkridge was slated to be closed. In response to closure the community rallied behind an effort to keep the facility open as an after school safe haven. Today Parkridge is surviving through partnerships and donations.

Lead by the efforts of an advisory group, Parkridge Community center has developed a programming partnership with Washtenaw Community College. Through this partnership an array of community activities for residents of all ages has started to take place. A grant from the Corporation of National and Community Services has placed three volunteers to help develop and sustain the program. Support from the local universities in placing students as graduate and undergraduate interns have also proven to be an invaluable transference of experience and resource development.

Consultation with community leaders and residents has led to many new programs including art, health education, fitness programming, youth leadership, academic enrichment, sports and recreation activities. Some much needed repairs to the facility – new signage; a fresh coat of paint, beautiful landscaping and a ground swell of support has the Parkridge Community buzzing.

FY 2012 Business Plan

Project Direction

Parkridge is heading into a new direction with renewed energy and focus. The Parkridge Community understands how vital education, training, entrepreneurship and community improvement is in changing how a community or individual views itself. It is these programs and principals we would like to address as we look to develop the Parkridge Cultural and Job Training Center. As a state of the art Cultural and Training Center, Parkridge will partner with existing programs and services and expanding opportunities with the theme of entrepreneurship.

The project begins with a 12,000 square foot addition to the Parkridge Community Center; 6,000 square feet will be dedicated to housing the Work Skills Corporation Employment Services staff presently located in Ann Arbor Michigan. The other 6,000 square feet will be used for the Paul Collins Art Museum which will feature original Paul Collins artwork. A new 501 (c) 3 entity, The Parkridge Cultural and Job Training Center, will be formed as a joint venture between Work Skills Corporation and The Parkridge Community Center. WSC will be the managing partner responsible for the ongoing management of the new facility and its operations. WSC will develop a menu of programs and services that can be delivered immediately and will begin the process of working with community members and groups in identifying services that need to be developed to augment the many services presently offered by the Parkridge Community Center and its affiliates.

As we work toward the construction phase of the project, we will also be working with another strong community partner, The Community of God church. The church has a school building that previously housed the Victory Academy. The facility, now the Davis Community and Educational Center, is located on church property near Parkridge Community Center. WSC leased the facility and beginning this fall, will be operating the WSC Academy, Ypsilanti Campus, an Alternative High School chartered by the Michigan Department of Education.

Initial services offered:

- Vocational Exploration
- Vocational Assessment
- Job Training
- Job Seeking Skills Training
- Job Placement
- Placement Follow-up

Services to be developed:

- Alternative High School
- GED Preparation
- Occupational Skills Training; focused on entrepreneurship

Objectives

WSC provided a full range of education and job training services to the Ypsilanti community from our Willow Run location until we were forced to close that facility and move to our present

location in Ann Arbor in 2008. Our primary client population continues to be located in the Greater Ypsilanti Area which is where WSC should relocate our offices.

The Parkridge Education and Job Training Center presents WSC the opportunity to return to the community of our client population. To accomplish this, we will:

- Relocate our Ann Arbor office to the Parkridge Center to include; Vocational Assessment, Job Training and Job Placement services
- Develop a GED preparation program
- Develop Alternative High School
- Develop a Social Media/Entrepreneurial program with a Computer Lab
- Develop a manufacturing operation in Ypsilanti to augment Job Training Programs
- Establish a Community Advisory Board to provide input on community need and future program direction

Product Life Cycles

The programs and services offered by WSC vary from community to community based on target populations, expressed needs of the community and the composition of the local employer base. We attempt to keep program content fresh and relevant by surveying our customer base and paying attention to trends in the labor market. We also understand the importance of staying abreast of, and training with the latest technology.

Useful Features/Benefits

Services at WSC are client centered. The client customer plays a prominent role in designing individual service plans and choosing vocational objectives and potential employers. WSC functions as a client advocate, especially in the placement process. We focus on the client and select employers that match client needs.

Return on Investment

It is the intent of WSC to recover the full costs of providing products and services with a positive return on investment. While new programs and services are often developed utilizing grant funds, it is the practice of WSC to develop a fee for service to ensure the ongoing success of our offerings.

Relationship with Government Representatives

WSC enjoys a longstanding positive relationship with our local, state and federal representatives. We interact with the community on many levels from boards, committees, focus groups, and civic groups.

Trends

The economy continues to be weak with high unemployment and lower wages and benefits. Focusing on entrepreneurship is consistent with the national trend toward self employment and/or creating additional sources of income as jobs become more difficult to secure.

Labor Market

The top five expanding industry sectors in Washtenaw County (as measured by employment growth) are utilities, professional/scientific/technical, educational services, real estate, and administrative support. The region hosts a wide variety of private- and public-sector employers, including the University of Michigan, University of Michigan Health Centers, St. Joseph Mercy Hospital, Ford Motor Company, Eastern Michigan University, Veterans Hospital, and Toyota Technical Center among many others. Newly announced employers include Google, Toyota Research Institute, and Aernnova Engineering. It is home to the corporate headquarters of Borders Group and Dominos Pizza. Between 2000 and 2007, the county expanded in population by 7.3% (23,690 residents)—dramatic growth compared to the state (2.2%), but about the same as the nation (7.0%). Caritas estimates indicate growth of 4.3% between 2007 and 2012, reflecting a net population increase of almost 15,000 residents. The county's average annual unemployment rate in 2007 was 4.8%, which was lower than the state average (7.2%), an equal to the national average. In February 2008 the rate was 5.0% versus 7.8% for the state and 4.8% for the nation. The county's labor participation rate in 2007 was 69.50%, above the Michigan average (64.9%) and national average (64.1%).

Washtenaw County has the strongest employment environment in Michigan with an unemployment rate that matches the national average. The county's unemployment rate historically has been below the national average. In 2007 the rate rose to match the national average. Much of the increase is due to downsizings in the transportation and supporting sectors.

Market Definition

Our market area will be Washtenaw County with a focus on the Greater Ypsilanti Area.

Customer Profile

Our customer will be anyone in the community that can benefit from educational support to complete high school and/or take advantage of job training and job seeking services to maximize employment opportunities. Populations that we serve are:

- People with disabilities
- Young Adults (age 20-25) without a High School diploma
- Youth working on High School completion or GED; Job Training
- Unemployed or underemployed citizens
- Adults with criminal records transitioning back into the community

Competition

WSC considers competition in this project to be "friendly competition" in that the groups and agencies that typically provide services in the community might provide similar services in some areas. Our task is to eliminate any duplication of services by partnering whenever possible to maximize service delivery.

Risk

The top business risks that the Parkridge Education and Job Training Center faces are:

- A volatile economy
- Reduction in case service funds in government agencies
- Maintaining sufficient working capital

Key Customer Service Successes/Issues

We schedule routine contacts with customers to solicit feedback and determine their specific business needs.

Relationship with Key Referral Sources

WSC has a longstanding relationship with the groups and agencies that provide the resources to support services to the Ypsilanti population. We will involve each and every source in building the partnerships that strengthen community services.

Several key WSC staff will maintain ongoing customer communication. This helps ensure that referral sources have a connection with more than one staff should turnover occur. Relationships tend to be strong and are typically two-sided. In addition to regular contact, we survey all customers according to specific schedules. Staff is also available all hours by cell phone to ensure customers can reach us pending an emergency.

Financial Plan

Sources of Revenue

The Parkridge Cultural and Job Training Center will have three distinct entities; Work Skills Corporation, Employment & Training; Parkridge Community Center, Recreation & Education; Museum Operations. WSC has a fee for service schedule for all services provided. That revenue will support Employment and training programs and services. Operating expenses for the Parkridge Community Center and the museum will initially be derived through grants and donations. WSC has hired a Chief Development Officer who will be responsible for developing and executing an annual giving plan with an overall objective of establishing an endowment that will support the operations of the Parkridge Cultural and Job Training Center. WSC has also hired additional sales staff to support and expand our staffing service and manufacturing/production operations. Revenue from these business operations will be used for the ongoing expenses in conjunction with grants and WSC Foundation support.

(Attached)

Parkridge Cultural Job Training Center - Initial 12 Months

	E&T	Parkridge	Museum	Total	2012	2013	2014
REVENUE:							
E & T - AA ASSESS	50,079			50,079		12,520	50,079
E & T - AA EMPLOY	154,781			154,781		38,695	154,781
E & T - AA TRAIN	338,276			338,276		84,569	338,276
CRP GRANT	11,602			11,602		2,901	11,602
STAFFING GRANT	43,500			43,500		10,875	43,500
SALES - GIFT SHOP			3,000	3,000		3,750	3,000
GRANTS - OTHER	51,000	80,000	53,000	184,000	28,000	179,000	184,000
UPLIFT PARKRIDGE PROJECT		40,160		40,160	40,000	50,200	40,160
TOTAL REVENUE	**649,238**	**120,160**	**56,000**	**825,398**	**68,000**	**382,510**	**825,398**
COST OF SALES:							
ACTION ASSOCIATES EXPENSE	61,274			61,274		15,319	61,274
ART COMMISSIONS			1,200	1,200		1,500	1,200
DIRECT LABOR - BENEFITS				-		-	-
DIRECT LABOR - FICA	8,303			8,303		2,076	8,303
DIRECT LABOR - WAGES	108,540			108,540		27,135	108,540
DIRECT LABOR - WORKER COMP	4,949			4,949		1,237	4,949
TOTAL COST OF SALES	**178,117**	-	**1,200**	**179,317**	-	**46,029**	**179,317**
GROSS MARGIN	**471,121**	**120,160**	**54,800**	**646,081**	**68,000**	**336,480**	**646,081**
GROSS MARGIN %	**72.6%**	**100.0%**	**97.9%**	**78.3%**	**100.0%**	**88.0%**	**78.3%**
EXPENSES:							
ADVERTISING			3,000	3,000		3,750	3,000
BANK CHARGES				-	-	-	-
BENEFIT EXPENSE	49,035			49,035		12,259	49,035
CONFERENCE & TRAINING	540			540		135	540
DUES/SUBSCRIPTIONS			1,000	1,000		1,250	1,000
ELECTRIC/GAS	2,925	4,000	3,000	9,925	4,000	9,481	9,925
INSURANCE EXPENSE				-	-	-	-
INTEREST EXPENSE				-	-	-	-
MAINTENANCE/REPAIR BLDG.	2,160	10,000	2,000	14,160	10,000	15,540	14,160
MAINTENANCE/REPAIR EQUIP.	1,800	1,000		2,800	1,000	1,700	2,800
MAINTENANCE/REPAIR GROUNDS	1,000	3,000	1,000	5,000	3,000	5,250	5,000
MILEAGE REIMBURSEMENT	11,610	1,000	500	13,110	-	4,778	13,110
OPERATING SUPPLIES	2,645	12,000	500	15,145	12,000	16,286	15,145
POSTAGE/SHIPPING	180	500	500	1,180	500	1,295	1,180
PRINTING	360	500	500	1,360	500	1,340	1,360
PROFESSIONAL FEES-OTHER	5,279			5,279	-	1,320	5,279
REFUSE DISPOSAL	1,000	1,500		2,500	1,500	2,125	2,500
STAFF WAGES	216,026	45,160	17,160	278,346	30,160	131,906	278,346
STAFF FRINGE BENEFITS	40,034	4,314	2,746	47,093	1,914	18,833	47,093
TELEPHONE	9,310	2,000		11,310	2,000	4,828	11,310
TUITION REIMBURSEMENT	2,500			2,500	-	625	2,500
VEHICLE EXPENSE	4,428			4,428	-	1,107	4,428
WATER/SEWER	800	1,200		2,000	1,200	1,700	2,000
TOTAL EXPENSES	**351,631**	**86,174**	**31,906**	**469,710**	**67,774**	**235,507**	**469,710**
OTHER EXPENSES:							
ADMINISTRATIVE ALLOCATION	89,900	6,894	2,552	99,346		34,283	99,346
DEPRECIATION	30,303	26,667	20,000	76,970		65,909	76,970
TOTAL OTHER EXPENSE	**120,203**	**33,561**	**22,552**	**176,316**	-	**100,192**	**176,316**
TOTAL EXPENSES	**471,835**	**119,734**	**54,458**	**646,027**	**67,774**	**335,699**	**646,027**
NET INCOME	**(713)**	**426**	**342**	**54**	**226**	**781**	**54**

BYLAWS
OF
PARKRIDGE CULTURAL AND JOB TRAINGING CENTER

ARTICLE I
OFFICES

1.01 *Principal Office.* The principal office of the corporation shall be at such place within the state of Michigan as the board of trustees may determine from time to time.

1.02 *Other Offices.* The board of trustees may establish other offices in or outside the state of Michigan.

ARTICLE II
MEMBERS

There shall be no members.

ARTICLE III
BOARD

3.01 *General Powers.* The business, property, and affairs of the corporation shall be managed by the board of directors, which may also be referred to as a board of trustees.

3.02 *Number.* There shall be not less than five nor more than seven trustees on the board as shall be fixed from time to time by the board of trustees.

3.03 *Election of Trustees.* The initial board of trustees shall be comprised of five members. One trustee shall be designated by the City of Ypsilanti, one trustee shall be designated by Bartech Corporation, or its successor or assign, and the remaining trustees shall be appointed by Work Skills Corporation. Each trustee shall hold office until the trustee's death, resignation, or removal.

3.04 *Resignation.* Any trustee may resign at any time by providing written notice to the Corporation. The resignation will be effective on receipt of the notice or at a later time designated in the notice. A successor shall be appointed as provided in section 3.06 of the bylaws.

3.05 *Removal.* Any trustee may be removed and replaced by the entity designated in 3.03 that nominated such trustee, or by the remaining directors on the board for cause.

3.06 *Board Vacancies.* A vacancy on the board will be filled with a person selected by entity that originally appointed the departing trustee, as set forth in section 3.03.

3.07 *Annual Meeting.* An annual meeting shall be held each year on a date and at a time set by the Board. If the annual meeting is not held at that time, the board shall cause the meeting to be held as soon thereafter as is convenient.

3.08 *Regular Meetings.* Regular meetings of the board may be held at the time and place as determined by resolution of the board without notice other than the resolution.

3.09 *Special Meetings.* Special meetings of the board may be called by the president or any two trustees at a time and place as determined by those persons authorized to call special meetings. Notice of the time and place of special meetings shall be given to each trustee in any manner at least three days before the meeting.

3.10 *Statement of Purpose.* Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in the notice for that meeting.

3.11 *Waiver of Notice.* The attendance of a trustee at a board meeting shall constitute a waiver of notice of the meeting, except where a trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. In addition, the trustee may submit a signed waiver of notice that shall constitute a waiver of notice of the meeting.

3.12 *Meeting by Telephone or Similar Equipment.* A trustee may participate in a meeting by conference telephone or any similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

3.13 *Quorum.* A majority of the trustees then in office constitutes a quorum for the transaction of any business at any meeting of the board. Actions voted on by a majority of trustees present at a meeting where a quorum is present shall constitute authorized actions of the board.

3.14 *Consent to Corporate Actions.* Any action required or permitted to be taken pursuant to authorization of the board may be taken without a meeting if, before or after the action, all trustees consent to the action in writing. Written consents shall be filed with the minutes of the board's proceeding.

ARTICLE IV
COMMITTEES

4.01 *General Powers.* The board, by resolution adopted by a vote of a majority of its trustees, may designate one or more committees, each committee consisting of one or more trustees. The board may also designate one or more trustees as alternate committee members who may replace an absent or disqualified member at a committee meeting. If a committee member is absent or disqualified from voting, members present at a meeting who are not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint an alternate committee member to act at the committee meeting in place of the absent or disqualified member. All committees designated by the board shall serve at the pleasure of the board.

A committee designated by the board may exercise any powers of the board in managing the corporation's business and affairs to the extent provided by resolution of the board. However, no committee shall have the power to

(a) amend the articles of incorporation;

(b) adopt an agreement of merger or consolidation;

(c) amend the bylaws of the corporation;

(d) fill vacancies on the board; or

(e) fix compensation of the trustees for serving on the board or on a committee.

4.02 *Meetings.* Committees shall meet as directed by the board, and their meetings shall be governed by the rules provided in article III for meetings of the board. Minutes shall be recorded at each committee meeting and shall be presented to the board.

4.03 *Consent to Committee Actions.* Any action required or permitted to be taken pursuant to authorization of a committee may be taken without a meeting if, before or after the action, all members of the committee consent to the action in writing. Written consents shall be filed with the minutes of the committee's proceedings.

ARTICLE V
OFFICERS

5.01 *Number.* The officers of the corporation shall be appointed by the board. The officers shall be a president, a secretary, and a treasurer. There may also be a chairperson, vice president, and such other officers as the board deems appropriate. The president shall be a voting member of the board. Two or more offices may be held by the same person, but such person shall not execute, acknowledge, or verify an instrument in more than one capacity if the instrument is required by law or by the president or by the board to be executed, acknowledged, or verified by two or more officers.

5.02 *Term of Office.* Each officer shall hold office for the term appointed and until a successor is appointed and qualified. An officer may resign at any time by providing written notice to the corporation. Notice of resignation is effective on receipt or at a later time designated in the notice.

5.03 *Removal.* An officer appointed by the board may be removed with or without cause by vote of a majority of the board. The removal shall be without prejudice to the person's contract rights, if any. Appointment to an office does not of itself create contract rights.

5.04 *Vacancies.* A vacancy in any office for any reason may be filled by the board.

5.05 *President.* The president shall be the chief executive officer of the corporation and shall have authority over the general control and management of the business and affairs of the corporation. The president shall have power to appoint or discharge employees, agents, or independent contractors, to determine their duties, and to fix their compensation. The president shall sign all corporate documents and agreements on behalf of the corporation, unless the president or the board instructs that the signing be done with or by some other officer, agent, or employee. The president shall see that all actions taken by the board are executed and shall perform all other duties incident to the office. This is subject, however, to the president's right and the right of the board to delegate any specific power to any other officer of the corporation.

5.06 *Vice President.* The vice president, if any, shall have the power to perform duties that may be assigned by the president or the board. If the president is absent or unable to perform his or her duties, the vice president shall perform the president's duties until the board directs otherwise. The vice president shall perform all duties incident to the office.

5.07 *Chairperson.* The chairperson, if elected, shall preside at all board meetings. The chairperson shall have the power to perform duties as may be assigned by the board. If the president is absent or unable to perform his or her duties, the chairperson shall perform the president's duties until the board directs otherwise. The chairperson shall perform all duties incident to the office.

5.08 *Secretary.* The secretary shall (a) keep minutes of board meetings; (b) be responsible for providing notice to each trustee as required by law, the articles of incorporation, or these bylaws; (c) be the custodian of corporate records; (d) keep a register of the names and addresses of each officer and trustee; and (e) perform all duties incident to the office and other duties assigned by the president or the board.

5.09 *Treasurer.* The treasurer shall (a) have charge and custody over corporate funds and securities; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation at

such depositories in the corporation's name that may be designated by the board; (d) complete all required corporate filings; and (e) perform all duties incident to the office and other duties assigned by the president or the board.

ARTICLE VI
CORPORATE DOCUMENT PROCEDURE

No corporate documents (including stocks, bonds, agreements, insurance and annuity contracts, qualified and nonqualified deferred compensation plans, checks, notes, disbursements, loans, and other debt obligations) shall be signed by any officer, designated agent, or attorney-in-fact unless authorized by the board or by these bylaws.

ARTICLE VII
INDEMNIFICATION

7.01 *Nonderivative Actions.* Subject to all of the other provisions of this article, the corporation shall indemnify any person who was or is a party, or is threatened to be made a party to, any threatened, pending, or completed action, suit, or proceeding. This includes any civil, criminal, administrative, or investigative proceeding, whether formal or informal (other than an action by or in the right of the corporation). Such indemnification shall apply only to a person who was or is a trustee or officer of the corporation or who was or is serving at the request of the corporation as a trustee, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not for profit. The person shall be indemnified and held harmless against expenses (including attorney fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation. With respect to any criminal action or proceeding, the person must have had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or on a plea of *nolo contendere* or its equivalent, shall not by itself create a presumption that (a) the person did not act in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, or (b) with respect to any criminal action or proceeding, the person had reasonable cause to believe that his or her conduct was unlawful.

7.02 *Derivative Actions.* Subject to all of the provisions of this article, the corporation shall indemnify any person who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor because (a) the person was or is a trustee or officer of the corporation or (b) the person was or is serving at the request of the corporation as a trustee, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise,

whether or not for profit. The person shall be indemnified and held harmless against expenses (including actual and reasonable attorney fees) and amounts paid in settlement incurred by the person in connection with the action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation. However, indemnification shall not be made for any claim, issue, or matter in which the person has been found liable to the corporation unless and only to the extent that the court in which the action or suit was brought has determined on application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for the expenses that the court considers proper.

7.03 *Expenses of Successful Defense.* To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in sections 7.01 or 7.02 of this article, or in defense of any claim, issue, or matter in the action, suit, or proceeding, the person shall be indemnified against expenses (including actual and reasonable attorney fees) incurred in connection with the action and in any proceeding brought to enforce the mandatory indemnification provided by this article.

7.04 *Contract Right; Limitation on Indemnity.* The right to indemnification conferred in this article shall be a contract right and shall apply to services of a trustee or officer as an employee or agent of the corporation as well as in such person's capacity as a trustee or officer. Except as provided in section 7.03 of this article, the corporation shall have no obligations under this article to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by the board.

7.05 *Determination That Indemnification Is Proper.* Any indemnification under sections 7.01 or 7.02 of this article (unless ordered by a court) shall be made by the corporation only as authorized in the specific case. The corporation must determine that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in sections 7.01 or 7.02, whichever is applicable. The determination shall be made in any of the following ways:

(a) By a majority vote of a quorum of the board consisting of trustees who were not parties to such action, suit, or proceeding.

(b) If the quorum described in clause (a) above is not obtainable, by a committee of trustees who are not parties to the action. The committee shall consist of not less than two disinterested trustees.

(c) By independent legal counsel in a written opinion.

7.06 *Proportionate Indemnity.* If a person is entitled to indemnification under sections 7.01 or 7.02 of this article for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the corporation shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

7.07 *Expense Advance.* Expenses incurred in defending a civil or criminal action, suit, or proceeding described in sections 7.01 or 7.02 of this article may be paid by the corporation in advance of the final disposition of the action, suit, or proceeding, on receipt of an undertaking by or on behalf of the person involved to repay the expenses, if it is ultimately determined that the person is not entitled to be indemnified by the corporation. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made, but it need not be secured.

7.08 *Nonexclusivity of Rights.* The indemnification or advancement of expenses provided under this article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the corporation. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

7.09 *Indemnification of Employees and Agents of the Corporation.* The corporation may, to the extent authorized from time to time by the board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the corporation to the fullest extent of the provisions of this article with respect to the indemnification and advancement of expenses of trustees and officers of the corporation.

7.10 *Former Trustees and Officers.* The indemnification provided in this article continues for a person who has ceased to be a trustee or officer and shall inure to the benefit of the heirs, executors, and administrators of that person.

7.11 *Insurance.* The corporation may purchase and maintain insurance on behalf of any person who (a) was or is a trustee, officer, employee, or agent of the corporation or (b) was or is serving at the request of the corporation as a trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise. The insurance may protect against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have power to indemnify against liability under this article or the laws of the state of Michigan.

7.12 *Changes in Michigan Law.* If there are any changes in the Michigan statutory provisions applicable to the corporation and relating to the subject matter of this

article, the indemnification to which any person shall be entitled shall be determined by the changed provisions, but only to the extent that the change permits the corporation to provide broader indemnification rights than the provisions permitted the corporation to provide before the change.

ARTICLE VIII
CONFLICTS OF INTEREST

A conflict of interest can arise whenever a trustee or officer or a member of his or her family: (1) has an existing or potential interest which impairs or might appear to impair his or her independent judgment in the discharge of responsibilities to the corporation or (2) may receive a material benefit from knowledge of information which is confidential to the corporation. Members of the board of trustees and officers have a clear fiduciary obligation to the corporation in connection with their service in such capacities. At all times they shall act in a manner consistent with this fiduciary obligation and shall exercise particular care that no detriment to the interests of the corporation (or appearance of such detriment) may result from a conflict between those interests and any personal interests which the individual trustee or officer may have. The board of trustees shall adopt a policy for trustees and officers to follow in the event of conflicts, and for the annual reporting of any conflicts. All trustees and officers shall adhere to the conflict policies adopted by the board of trustees from time to time.

ARTICLE IX
COMPENSATION

When authorized by the board, a person shall be reasonably compensated for services rendered to the corporation as an officer, trustee, employee, agent, or independent contractor, except as prohibited by these bylaws.

ARTICLE X
FISCAL YEAR

The fiscal year of the corporation shall end on December 31st of each year.

ARTICLE XI
AMENDMENTS

The board of trustees at any regular or special meeting may amend or repeal these bylaws, or adopt new bylaws by vote of a majority of the trustees, if notice setting forth the terms of the proposal has been given in accordance with any notice requirement for the meeting of the board.

WORK SKILLS CORPORATION
100 SUMMIT
BRIGHTON, MI 48116
PH: (800) 966-9616 FAX: (810) 227-1344

February 16, 2012

Mr. John Barfield

Re: The Parkridge Cultural and Job Training Center

The Parkridge Cultural and Job Training Center (PCJTC) will be a joint venture between Work Skills Corporation and the Parkridge Community Center formed to expand service delivery to the Greater Ypsilanti Area. The plan centers on expansion of the Parkridge Community Center, located at 591 Armstrong Drive, Ypsilanti, MI 48197, to initially house the Work Skills Corporation Employment Services staff presently located in Ann Arbor, Michigan. Additional educational and job training programs and resources will be developed to augment the wide range of services presently offered by the Parkridge Community Center.

The Parkridge Cultural and Job Training Center is intended to provide a place that is affordable, safe, and sustainable so that families and individuals can connect to share experiences, learn from each other, and improve their quality of life. The more popular recommended uses, as identified in the series of community focused conversations and the Ypsilanti Community Needs Assessment survey, are as follows: job training and placement; after school and between terms youth engagement activities; educational or training events; group meeting space such as nonprofit and civic organization meetings; holiday parties; social activities; nonprofit office and administrative space; community board meetings; youth gathering and leadership activities; local artists displays, exercise or stretching classes, health education; committee meetings, nonprofit fundraising events; gatherings on topics of interest such as book clubs, gardening, recreational opportunities; library/resource center; gaming area; self-development activities and training on entrepreneurship.

The Parkridge Cultural and Job Training Center is heading into a new direction with renewed energy and focus. The PCJTC understands how vital education, training, entrepreneurship and community improvement is to changing how a community or individual views itself. It is these programs and principals that have fostered this partnership with the Work Skills Corporation.

In 1973, Work Skills Corporation (WSC) was founded to provide rehabilitation services to people with disabilities. We have since broadened our mission to include a full range of employment services to anyone who can benefit. WSC can be characterized as a quality service and support provider to the community-at-large. We are a private 501-C3 non-profit Michigan Corporation. We chose the non-profit status to ensure our ability to serve people with more severe disabilities and difficult to serve populations. Initial services that will be

provided by Work Skills Corporation Employment Services staff include: career counseling, job seeking skills training, job placement and follow-up as well as an extension of our home health care division.

The Parkridge Education and Job Training Center presents WSC the opportunity to return to the community that we have served for many years. To accomplish this, we will relocate our Ann Arbor office to the Parkridge Center; develop a Social Media/Entrepreneurial program with a Computer Lab and establish a Community Advisory Board to provide input on community need and future program direction.

The PCJTC has established a mission of community capacity building and collaboration with other businesses and organizations, both private and nonprofit and encourages volunteerism for full community participation to maximize resources and minimize service duplications.

PCJTC commits to maintaining long-standing partnerships with the Washtenaw County Employment Training and Community Services Group, the Washtenaw Intermediate School District (WISD), Eastern Michigan University Gear-U and the Business Side of Youth (B. Side) programs, Washtenaw Community College and the Ypsilanti School District.

PCJTC intends to interface with local, state and federal trade associations and professional groups including Ann Arbor/Ypsilanti Chamber of Commerce, MARO Employment and Training Association, Greater Ann Arbor Society for Human Resource Management, the Economic Development Corporation, NISH, the American Staffing Association and the National Veteran Owned Business Association.

We appreciate this opportunity to enhance current delivery of services and resources within the Parkridge Community and surrounding areas. We look forward to working collaboratively with area service providers and educational institutions. We look to the community and its members for guidance as PCJTC moves forward.

Sincerely,

Anita Gibson
Vice President
Work Skills Corporation
anitag@wskills.com
810-534-6116

Resolution No. 2012 -143
July 17, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Mix On Michigan Avenue Corporation has applied to the City of Ypsilanti requesting a new Redevelopment Liquor License to be located at 128/130 W. Michigan Ave., Ypsilanti, MI. 48197 in accordance with MCL 436.1531a (1)(b); and

WHEREAS, the proposed location of the license is within the Ypsilanti Downtown Development Authority area and Downtown Redevelopment Liquor License Area created by Resolution 200-143 of the Ypsilanti City Council on July 15, 2008; and

WHEREAS, a public hearing to consider the request was duly noticed and held on July 17, 2012

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the request of Mix On Michigan Avenue Corporation, for a new Class C Liquor License to be issued under MCL 436.1521a (1) (b) with Sunday Sales Permit, Dance and Entertainment Permit, and Outdoor Service Permit (1 area) for the location at 128/130 W. Michigan Ave., Ypsilanti, MI. 48197 be approved above all others.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

June 28, 2012
2012-08

Downtown Development Authority of the
City of Ypsilanti
County of Washtenaw, State of Michigan
RESOLUTION TO RECOMMEND APPROVAL OF A REDEVELOPMENT LIQUOR LICENSE REQUEST FOR THE MIX ON MICHIGAN AVENUE

The following preamble and resolution were offered by Member L. French and supported by Member S. French.

WHEREAS, the Ypsilanti Downtown Development Authority (YDDA) approved a formal policy to review and recommend approval of applications for Redevelopment Liquor Licenses (RLL) in accordance with Public Act 501 of 2006 in December 2009 and amended the policy in January 2011; and

WHEREAS, the Mix on Michigan Avenue (the Mix) has applied for an RLL through the City of Ypsilanti; and

WHEREAS, consistent with the YDDA's formal policy, the City of Ypsilanti has forwarded the RLL application to the YDDA's Economic Restructuring and Design Committee for a formal recommendation of the request; and

WHEREAS, using the approved process the YDDA's Economic Restructuring and Design Committee has reviewed the application for an RLL for the Mix; and

WHEREAS, it is the belief of the Economic Restructuring and Design Committee that the approval of an RLL for the Mix will meet the following criteria; the proposed license will leverage significant investment at the proposed location and will likely improve the value and marketability of the property; the proposed business will increase the number of jobs available in the DDA; and the proposed use will add to the vibrancy and mix of types of businesses and support existing establishments by increasing the number of visitors to the DDA; and

WHEREAS, the Economic Restructuring and Design Committee has reviewed the application for an RLL and has found that the application to be complete and consistent with the guidelines for approval of the license;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The YDDA formally recommends that the Ypsilanti City Council approve the request for an RLL by the Mix pending all other City of Ypsilanti requirements for approval are met.

2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are and the same hereby are rescinded.

AYES: A. Edmonds, L. French, S. French, D. Gendich, L. Greden, K. Hill and P. Schreiber

NAYS: none

YES: 7 NO: 0 ABSENT: 2 VOTE: affirmed

City of Ypsilanti
Office of the City Clerk

APPLICATION FOR NEW
OR
TRANSFER LIQUOR LICENSE

Full Name: MIX ON MICHIGAN AVENUE CORPORATION **Date of Birth:**_____

Home address: 128/130 W. MICHIGAN AVENUE **Apt.#**_____

City/State/Zip code: YPSILANTI, MI. 48197

Home phone:(____) _____ **Business Phone:**(734) 961-8704

Email address (optional):_____

NAMES OF ALL PARTNERS OF THE APPLICANT, IF ANY:

EDWARD G. PERET — LESLIE LELAND

BONNIE L. PERET — MARKEL LELAND

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

Address of place for a Liquor License: 200 WEST MICHIGAN AVENUE,
(Attach legal description of the premises)

YPSILANTI, MI. 48197

Name and Address of Premise Owner: MARKOR MANAGEMENT & PROPERTIES

35 SOUTH SUMMIT, YPSILANTI, MI, 48197
Address **City/State/Zip code**

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

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

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

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

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

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

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

My signature acknowledges the following:

- I have read the above application and am submitting this completed application for consideration of a new or transfer liquor license in the City of Ypsilanti.

- I have (either in hardcopy or on line) received a copy of ordinance number 926, (as amended and codified in section 6-31 et sec) and have read and understand the City's ability to request revocation of the license upon violation of the ordinance terms, and/or breach of any agreement with the City.

- Council Approval **DOES NOT** take the place of or avoid any permitting process of the City, including, but not limited to Building, Zoning, Fire, ADA, etc. Significant issues with regards to non-conforming uses may arise after applicant properly submits detailed plans for such construction and/or use permits.

- Redevelopment Applicants:
    - I affirm that I have attempted to purchase an available on-premise escrowed license or quota license within the city, and that one was not readily available as defined in the Liquor Control Code (MCL 436.1521a).
    - I affirm that the premises described above will be a dining, entertainment, or recreation business open at least 5 days per week and open to the general public at least 10 hours a day.
    - I affirm that I have invested $75,000 in the real property within the last 5 years, or I will invest $75,000 prior to issuance of the license. This provision may be enforced by the City as a breach of contract. In the event I fail to make the required investment and the City is required to enforce this provision, I agree to pay the City's actual attorney fees arising from the breach of contract.

- I affirm that at least $75,000 was invested or will be invested in the property by SEE AFFADAVIT LETTER FROM INSURER MGMT. MIXON MICHEAL AVE LLC CORPORATION, and that the liquor license may issue on or after that date.

Signature of Applicant: _____

Signature of Applicant: _____

Signature of Applicant: _____

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

Signature of Current License Holder: (NOT APPLICABLE) _____
Date

For the City Clerk's Office Staff only:

Date application submitted: _____ Staff's Initials: _____

Routed for approval by the following departments: Date: _____

For Department Approval:

_____Building _____Zoning _____Fire Dept. _____ Police Dept.

_____Assessor _____Treasurer _____City Attorney _____ DDA/DTDDA

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

MAURER MANAGEMENT & PROPERTIES, INC.

AGREEMENT OF LEASE made this _19____ day of January, 2012, between **Maurer Management & Properties, Inc.**, hereinafter referred to as "Landlord", whose address for the purpose of notices hereunder is 35 S. Summit, Ypsilanti, Michigan 48197 and _Mix-Marketplace_____, hereinafter referred to as "Tenant", whose address for the purpose of notices hereunder is _____200 West Michigan Avenue Ypsilanti MI 48197_____
_____.

W I T N E S S E T H:

The Landlord hereby leases to the Tenant and the Tenant hereby hires and takes from Landlord premises situated in the City of Ypsilanti, Washtenaw County, Michigan.

PREMISES: Containing _____4000_____ square feet consisting of that portion commonly known as 200 W. Michigan Avenue, Ypsilanti, Michigan 48197. See attached Exhibit "A"

FIRST TERM: One (1) year
Beginning Date: January 19, 2012
EndingDate: December 31, 2012_____
Option Period No. 1: Term - six (6) months 2500/month
Option Period No. 2: Term - six (6) months 4000/month
Option Period No. 3: Term - four (4) years 4000/month adjusted to inflation

RENT: Total for first term; successive periods subject to change per paragraph 23: $__39,000_____
Monthly payment: Base rent of $__2500_____ for the first 6 months and Base rent of $4000 for the second six months
First payment due upon commencement of first term
Late Charges: (See General Terms and Conditions, paragraph 3)
Special rental provisions: see Special Provisions Addendum

INITIAL SECURITY DEPOSIT: $0

UTILITIES: (Provided and paid by)	Landlord	Tenant (Mark with an "X")
Gas	_____	X
Electricity	_____	X
Water/Sewer prorated	_____	X
Snow Removal	_____	X

INSURANCE: Liability Limits (minimum): $1,000,000.00 per occurrence; $2,000,000.00 annual aggregate combined single limit; $100,000.00 property damage

CONTACT PERSON:
Landlord: Karen Maurer Telephone No.734-487-7182
Tenant:_____ Telephone No._____

USES: (Check all that apply) Industrial [ ] storage [ ] manufacturing [ ] office[ ] research [x] other (define): restaurant

WITNESSES:

_____ Landlord: Kea Maura

W I T N E S S E T H:

The Landlord hereby leases to the Tenant and the Tenant hereby hires and takes from Landlord premises situated in the City of Ypsilanti, Washtenaw County, Michigan.

PREMISES: Containing _____4000_____ square feet consisting of that portion commonly known as 200 W. Michigan Avenue, Ypsilanti, Michigan 48197. See attached Exhibit "A"

FIRST TERM: One (1) year
Beginning Date: January 19, 2012
EndingDate:_December 31, 2012_____
Option Period No. 1: Term - six (6) months 2500/month
Option Period No. 2: Term - six (6) months 4000/month
Option Period No. 3: Term - four (4) years 4000/month adjusted to inflation

RENT: Total for first term; successive periods subject to change per paragraph 29: $___39,000_____
Monthly payment: Base rent of $__2500_____ for the first 6 months and Base rent of $4000 for the second six months
First payment due upon commencement of first term
Late Charges: (See General Terms and Conditions, paragraph 3)
Special rental provisions: see Special Provisions Addendum

INITIAL SECURITY DEPOSIT: $0

UTILITIES:

(Provided and paid by)	Landlord	Tenant (Mark with an "X")
Gas	_____	X
Electricity	_____	X
Water/Sewer prorated	_____	X
Snow Removal	_____	X

INSURANCE: Liability Limits (minimum): $1,000,000.00 per occurrence; $2,000,000.00 annual aggregate combined single limit; $100,000.00 property damage

CONTACT PERSON:
Landlord: Karen Maurer Telephone No.734-487-7182
Tenant:_____ Telephone No._____

USES: (Check all that apply) Industrial [ ] storage [ ] manufacturing [ ] office[ ] research [x] other (define): restaurant

WITNESSES:

_____ Landlord: Kara Maurer
By: Vice President

_____ Tenant: [illegible]
By: MIX SOCTY./TREAS.

Attachments:
1. General Terms and Conditions
2. Exhibit "A"
3. Addendums
   [x] Additional Improvements to Premises
   [ ] Guarantor for Tenant
   [ ] Special Provisions Addendum

MAURER
MANAGEMENT & PROPERTIES INC

Making history your home

April 4, 2012

35 South Summit Street
Ypsilanti
Michigan
48197
tel 734-487-7182
fax 734-487-2644

To whom it may concern,

Maurer Management & Properties states:

1.) There are no leins at 200 West Michigan, it's ground floor or lower level contents, and
2.) The $200,000 dollar amount has been invested in both exterior and interior building rehabilitation at 200 West Michigan since 2007 by Maurer Management, including $150,000 to rehabilitate the ground floor and lower level for occupancy.

Signed,

Karen Maurer
Maurer Management & Properties

mix on michigan avenue corporation

128/130 West Michigan Avenue
Ypsilanti, MI 48197
(734) 961-8704
mixonmichigan@comcast.net

TO: City of Ypsilanti
Office of the City Clerk
1 South Huron Street
Ypsilanti, MI 48197

Date: March 12, 2012

RE: Application for a DDA Redevelopment Liquor License

STATEMENT

To Whom It May Concern:

The Applicant, Mix on Michigan Avenue Corporation and its undersigned officers, shareholders and directors hereby say:

1 – That the applicant, Mix On Michigan Avenue Corporation, shall not violate any laws of the State of Michigan or the ordinances of the City of Ypsilanti in the conduct of the business where the liquor license will be used and that a violation on the premises may be cause for the City objecting to renewal of the license or requesting revocation of the license. And …

2 – That the applicant, Mix On Michigan Avenue Corporation, understands that the City of Ypsilanti has an ordinance prohibiting public nudity, and a violation of the ordinance on the premises where the liquor license is used will be cause for objecting to renewal of the license, or for requesting revocation of the license.

Sincerely,

Edward G. Penet, Secty./Treas.
Mix On Michigan Avenue Corporation

(Rev. 12/05)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES

Date Received	(FOR BUREAU USE ONLY)
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name
BONNIE PENET

Address
130 W. MICHIGAN

City: YPSILANTI | State: MI | ZIP Code: 48197

Effective Date:

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

587150

ARTICLES OF INCORPORATION

For use by Domestic Profit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

MIX ON MICHIGAN AVENUE CORPORATION

ARTICLE II

The purpose or purposes for which the corporation is formed is to engage in any activity within the purposes for which corporations may be formed under the Business Corporation Act of Michigan.

RETAILER STORE

ARTICLE III

The total authorized shares:

1. Common Shares 60,000

   Preferred Shares _____

2. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

ARTICLE IV

1. The address of the registered office is:

   130 W. MICHIGAN (Street Address) YPSILANTI (City), Michigan 48197 (ZIP Code)

2. The mailing address of the registered office, if different than above:

   _____ (Street Address or P.O. Box) _____ (City), Michigan _____ (ZIP Code)

3. The name of the resident agent at the registered office is: BONNIE PENET

ARTICLE V

The name(s) and address(es) of the incorporator(s) is(are) as follows:

Name	Residence or Business Address
BONNIE PENET	130 W. MICHIGAN AVE
LESLIE LELAND	130 W. MICHGIAN AVE
EDWARD PENET	130 W. MICHIGAN AVE
MARK LELAND	130 W. MICHIGAN AVE.

ARTICLE VI (Optional, Delete if not applicable)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or an application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE VII (Optional, Delete if not applicable)

Any action required or permitted by the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. A written consent shall bear the date of signature of the shareholder who signs the consent. Written consents are not effective to take corporate action unless within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents dated not more than 10 days before the record date and signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who would have been entitled to notice of the shareholder meeting if the action had been taken at a meeting and who have not consented to the action in writing. An electronic transmission consenting to an action must comply with Section 407(3).

le space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I, (We), the incorporator(s) sign my (our) name(s) this 19 day of JANUARY, 2010.

BP	Bonnie Penet	BONNIE PENET
EP	Edward Penet	EDWARD PENET
LL	Leslie A Leland	Leslie A Leland
	Mark Leland	MARK Leland

CUT ALONG THIS LINE

164 (Rev. 4-06)

STATE OF MICHIGAN

DEPARTMENT OF TREASURY

MIX ON MICHIGAN AVEUE CORP
130 WMICHIGAN AVE
YPSILANTI MI 48197

Sales Tax License

ACCOUNT NUMBER
B 27-1665432

EXPIRATION DATE
SEP 30, 2011

Tax Codes	Type	Co-City		K	Loc.	Seas. Months	Fiscal	F
100000	532	81-00	02	42	001	- 12		Q

Issued under authority of P.A. 167 of 1933, as amended.

*** 145 ***

mix on michigan avenue corporation
128-130 W. Michigan Avenue
Ypsilanti, Michigan 48197
(734) 961-8704
mixonmichigan@comcast.net

City Clerk
City of Ypsilanti
1 South Huron Street
Ypsilanti, Michigan 48197

RE: Research Into Available Licenses

Dear City Clerk:

Our on-line research at the State of Michigan Liquor Control Commission site for available liquor licenses revealed that a total of thirty-three (33) various licenses are available in Washtenaw County. More than half were licenses for stores and/or markets.

Only sixteen (16) matched our requirements for a Class C license, including those with Class C Resort designation. We attempted to contact all sixteen by phone or email. Some of the resort licenses were not transferable. Some of the contact information was not available or unlisted. Some of the locations were represented by attorneys, whom we emailed without response. Some were listed with a Michigan LLC contact, which we called for details.

Of the remaining handful, we were quoted from $40,000 to $70,000, which is two to three times the cost of an Ypsilanti DDA Redevelopment license, which fits the scope and purpose of our Ypsilanti downtown development concept for a restaurant/cafe/market/wine & cocktail bar entertainment venue.

As a result, Mix On Michigan Avenue Corporation shall continue to press our application for an Ypsilanti DDA Redevelopment Liquor License.

Sincerely,

E. G. Penet, Secretary/Treasurer
Mix On Michigan Avenue Corporation

mix on michigan avenue corporation
128/130 West Michigan Avenue
Ypsilanti, MI 48197
(734) 961-8704
mixonmichigan@comcast.net

TO: Ypsilanti Downtown Development Authority
Economic Development and Design Committee
32 North Washington / Suite 14
Ypsilanti, MI 48197

Date: May 7, 2012

RE: Application for a DDA Redevelopment Liquor License

Dear Economic Development and Design Committee Members:

Mix On Michigan Avenue Corporation is pleased to clarify the Committee's questions.

1 – With regard to liquor license availability, our research has indicated a limited availability of escrowed licenses. Some of the licenses were either not available or for sale and/or have liens on them. Of those that are available, as we had researched and stated in our application, costs range from $40,000 to $75,000.

Importantly, the committee should be aware that we had negotiated a firm sale price for the existing J. Neil's Class C license for $28,000 in October/November of 2011, and that we had an investor/partner at that price. Had we been able to conclude the purchase, we could have been open within a few weeks. However, during a several week delay on the part of the seller and his attorney, we discovered that the escrowed license "no longer existed" (in direct calls with the MLCC). With that, we lost our partner/ backer, who has since decided to develop another property.

At the same time, we inquired about the Pub 13/Savoy license and we were told both by the realtor and the successor bank that the license was not available separately from the sale of the building. As you may know, the license was, in fact, recently sold in a tax auction by the State of Michigan and transferred to Ann Arbor, sale price is unknown.

In any case, the originally negotiated $28,000 was near the top of our investor's range and our business plan parameters. The reasonableness of the DDA Redevelopment license fee, on the other hand, will allow us to invest in other necessary business equipment and improvements at 200 West Michigan.

2 – Regarding the discussion of site development versus downtown economic development, clearly the 200 West Michigan site has received a thorough historic preservation/restoration effort to-date, plus significant renovation from Maurer Management and also Mr. Curtis. The Maurer Management economic investment statement was part of our original application. Mr. Curtis's private investments on the ground and lower floors is not to be underestimated, helping make it virtually "ready for operation." The site is a fabulous venue for our multipurpose business plan.

This is not to say there isn't more to be done with the building or the site. Working with Maurer Management, the Mix On Michigan Corporation and its anchor partners will be redeveloping the kitchen and opening a new restaurant, Bona Sera Cafe, in early July of this year. Not only will the Bona Sera Cafe offer public dining five to six days a week, but it is intended to be an incubator for local cottage food producers, enabling them to create and build retail food products.

With regard to site improvements, a new flooring system is scheduled to be installed in mid-June of 2012. Carpeting will be removed, new sub-flooring and acoustic material will be installed, and a new finished commercial vinyl tile floor will be laid down. At the same time, lower level maintenance and improvements will be made to the foundation of the Washington Street and Michigan Avenue walls. Other Spring/Summer planned improvements will include exterior and interior painting, plus new signage. Near term plans also include further development of the lower level cocktail bar and entertainment space for upscale adult enjoyment and events, including bar equipment upgrades, lighting and sound improvements

Future business plans by the Mix On Michigan Corporation partners include a downtown market/deli to serve downtown residents, and a ground floor wine bar/beverage bar/patisserie, limited space to introduce new local cottage food vendors' products, plus outdoor seating. It goes without saying that the continued maintenance of current building systems and various projected upgrades will be required for efficient operation and to sustain building and health codes.

In Summary, Mix On Michigan Corporation trusts these responses will help to satisfy your committee's important concerns, and that our cooperation will lead to approval for our redevelopment liquor license. If the committee has any further questions or requires further detail, we would be pleased to respond by letter or in person.

Sincerely,

Edward G. Penet, Secty./Treas.
Mix On Michigan Avenue Corporation

City of Ypsilanti Downtown Development Authority

To: Economic Restructuring and Design Committee

From: Tim Colbeck, Executive Director

Subject: Redevelopment Liquor License Application – the Mix

Date: April 23, 2012

Background

Act 501 of 2006 authorizes the Michigan Liquor Control Commission (MLCC) to issue Redevelopment Project Area and Development District or Area Liquor Licenses (RLL), copy of legislation provided. That legislation addresses how to establish and what is considered a redevelopment project area. It also outlines the procedures to request an RLL and the specific qualifications that an applicant must meet to be eligible for consideration.

In the legislation it states that applicants must demonstrate the following:

- The establishment provides dining, entertainment or recreation not less than 5 days per week.
- The establishment is open to the public not less than 10 hours per day, 5 days per week.

In addition to these requirements, the applicant must also demonstrate:

- The amount expended for the rehabilitation or restoration of the building that houses the licensed premises **shall not be less than $75,000** over a period of the preceding 5 years or a commitment for a capital investment of at least that amount in the building that houses the licensed premises, which **must be expended before the issuance of the license**.
- The licensed business is engaged in dining, entertainment or recreation, that is open to the general public, with a seating capacity of not less than 25 persons.

The legislation also highlights the following items:

- The initial license fee for an RLL is $20,000
- A licensee may transfer ownership of the license; however, an RLL may **not be transferred** to another location.
- If the licensee goes out of business, the licensee shall surrender the license to the MLCC.

- The individual signing the application shall state and demonstrate that they attempted to secure an appropriate on-premises escrowed licenses or quota license which may be available within the local unit of government in which the applicant proposes to operate.

Using the requirements of PA 501 of 2006 as a guideline, the YDDA has approved a Policy for Redevelopment Liquor License Request in December of 2009 and amended that policy in January 2011. In the official YDDA policy states how the YDDA shall be notified by the City of Ypsilanti when an RLL application is submitted and how we will review the requests and make recommendations to the City.

The YDDA policy states that the DDA is permitted to make findings that issuing an RLL would prevent deterioration and promote economic growth. The DDA is guided to use the following criteria for that determination:

- The applicant, whether for a proposed or existing business, must document that they have a real property interest within the DDA, as evidenced by deed, lease, purchase agreement or the like.
- The applicant must meet all of the requirements of PA 501.
- For an existing business, the applicant must demonstrate how issuance of a license would prevent further deterioration in the DDA and promote economic growth. The following factors will be considered:
    - The business, an existent asset in the district, will be supported by the license and maintain its occupancy of the existing space.
    - The business, with the new license, will contribute to the mix of dining/drinking, entertainment and recreational establishments already existing.
    - The business demonstrates that neither an on-premise escrowed license or quota license is readily available under a standard of economic feasibility, **as applied to the specific circumstances of the applicant**, that can include, but not be limited to the following:
        - The fair market value of the license if determinable.
        - The size and scope of the proposed operation.
        - The existence of mandatory contractual restrictions or inclusions attached to the sale of a license.
- For a proposed business, the applicant must demonstrate how issuance of a license would prevent further deterioration in the DDA and promote economic growth. The following factors will be considered:
    - The proposed business is described in a business plan.
    - The proposed business represents a desired land use as determined by the DDA.

    - The proposed business would promote economic growth by:
        - Creating new employment opportunities.
        - Adding tax value through the purchases of new equipment.
        - Generating significant tax value in the building improvements.
- The applicant must:
    - Demonstrate that the business will locate in, and remain in, the DDA while possessing an RLL.
    - Acknowledge that the license is not transferable to **another location**.
- The DDA may decline to recommend the issuance of a license if it determines, based upon factors such as density of similar establishments, that the applicant may have a negative impact on the public health, safety and welfare of the district and surrounding neighborhoods.

<u>Ongoing Questions and/or Concerns</u>

During the discussions of the current applications, several items have come up for discussion and clarification. These items are as follows:

- How do we determine the "fair market value" of an existing license and what is a reasonable standard of economic feasibility to purchase one:
    - In an email dated April 27th from Andy Schor, Assistant Director of State Affairs for the Michigan Municipal League, he stated that he has recently asked this specific question to the Chairman of the MLCC said "the statute gives significant discretion to the Commission when tasked with making this determination. When we have an application for a license of the type that requires the Commission to consider whether one is readily available, this particular Commission considers "fair market value" is pretty vague in itself. In regard to these types of requests, we are now making an inquiry to the Treasury on how much, should they conduct an auction for a license, they would reasonably expect to sell a license for. This is far from precise, and of course not entirely conclusive of all the factors we may consider."
    - In subsequent phone calls to the MLCC offices, employees have verified that the determination of "fair market" value and a reasonable attempt to purchase are to be determined by the local municipality.
    - In a phone call with attorney Terry Conlin who specializes in liquor license transactions, he confirmed that the current "fair market value is approximately $45,000.
- What is the quota for RLL's for the YDDA area?

    - Per the MLCC we have a quota of 28 RLL's, with 27 currently available after the award of a license to Red Rock Barbecue.
- How if at all is an RLL transferable?
    - The RLL may never be transferred from the location that it has been awarded for. The license must remain in its original use for three years before the ownership may be sold/transferred. If at any time within the first three years the business closes, the license will become void and the quota of available RLL's will go back up. After three years the license is available for sale or transfer of ownership but only for use at the original location.
- What type of license is the RLL considered?
    - An RLL can either be considered a standard Class "C" or Tavern license. This has to be determined at the time of purchase. The licensee is eligible to purchase additional permits such as Sunday Sales.

It appears that the main determining factors regarding the consideration of awarding of an RLL would be:

- Has the DDA leveraged a significant investment in the proposed location that will likely improve the value and marketability of the property?
- Will the proposed use increase the number of jobs available in the DDA districts?
- Will the proposed use add to the vibrancy and mix of the types of businesses and support the existing establishments by increasing the number of visitors to the DDA districts?

<u>Application for the Mix</u>

The City of Ypsilanti has received an application for an RLL from the Mix on Michigan Avenue located at 200 W. Michigan Ave. and forwarded the request to the YDDA's Economic Restructuring & Design Committee as stipulated in our Redevelopment Liquor License Policy. The application included the following info:

- Written evidence that the applicant has the right to possess the premises in the form of an executed lease.
- Written statement that the applicant will not violate any laws of the State of Michigan or ordinances of the City of Ypsilanti.
- Written statement of understanding that the City of Ypsilanti has an ordinance prohibiting public nudity.
- Supplied documentation that at least $75,000 has been invested in the property for the rehabilitation or restoration of the building over a period of the preceding five years or will commit a capital investment before the license is issued.

- Written explanation of an attempt to purchase an available on-premise escrowed license or quota license within the City and one was not readily available as defined by the MLCC.

Per the City application, the following additional items must be provided which have not been provided to date:

- Zoning permit or clearance from the Zoning Administrator.
- Certificate of Occupancy or other clearance from the Building Official.
- Written evidence from the City Treasurer that all real and personal property taxes and utility bills are paid.

These issues should not impact the YDDA's ability to make a recommendation based on the intended use of the applicant, since they will have to be addressed before the final application can be taken to City Council for approval.

It is also not specified if the proposed business will have a seating capacity of at least 25 persons, however it would appear that this is the case based on previous uses at the proposed location.

Ypsilanti
DOWNTOWN
DEVELOPMENT
AUTHORITY

May 29, 2012

Edward G. Penet
Mix on Michigan Avenue Corp.
128-130 W. Michigan Ave.
Ypsilanti, MI 48197

RE: APPLICATION FOR A REDEVELOPMENT LIQUOR LICENSE

Dear Mr. Penet,

The Ypsilanti DDA's Economic Restructuring and Design Committee has reviewed your application for a Redevelopment Liquor License (RLL) for Mix on Michigan Avenue Corp. At the ay 24, 2012 committee meeting it was determined that there are still some items required from you before a formal recommendation can be made. At this time the committee is requesting the following items to continue the review process.

- A copy of the Mix on Michigan Avenue Corporation's business plan – this is being requested for consideration of the financial feasibility of purchasing a "market rate" existing liquor license for your business as opposed to an RLL.
- A detailed list of whom you have contacted regarding the purchase of a "market rate" liquor license and the status of each.
- A letter clarifying the seating capacity of the proposed establishment. Public Act 501 requires that a RLL applicant provide seating for not less than 25 persons.

The Economic Restructuring and Design Committee has scheduled a special meeting for Wednesday, June 6th, 1:00 at SPARK East, 215 W. Michigan Ave. to make a final recommendation to the full YDDA Board. Please provide the above referenced items as well as any additional information that you would like the committee to consider in its deliberations by Monday, June 4th so that they may be shared with all of the committee members in advance of this meeting. Also, please try to attend the meeting to answer any direct questions that may arise.

The YDDA is very committed to supporting the increased business development of our distinct districts and looks forward to continue working with you on this and other projects. If you have any questions, please contact me at 734-482-1410 or by email at tcolbeck@ypsilantidda.org.

32 North Washington St.
Suite 14
Ypsilanti, Michigan 48197
(734) 482-1410
Fax: 888-255-4467
www.ypsilantidda.org

Tim Colbeck, Executive Director

Ypsilanti Downtown Development Authority

mix-marketplace corporation

200 W. Michigan Avenue
Ypsilanti, Michigan 48197
(734) 961-8704
mix-marketplace@hotmail.com

Ypsilanti DDA
Economic Development Subcommittee
32 N. Washington, Suite 14
Ypsilanti, MI 48197

Dear Committee Members:

This letter and the accompanying documents are sent in response to your May 29, 2012 letter requesting further information about our plans at the Mix-Marketplace, 200 West Michigan Avenue, Ypsilanti, MI 48197. In that letter, you requested the following three things:

– .A copy of the Mix on Michigan Avenue Corporation business plan … for consideration of the financial feasibility of purchasing a "market rate" existing liquor license for your business as opposed to an RLL.
– A detailed list of whom you have contacted regarding the purchase of a "market rate" liquor license and the status of each.
– A letter clarifying the seating capacity of the proposed establishment. Public Act 501 requires that an RLL applicant provide seating for not less than 25 persons.

Regarding our Business Plan …

The accompanying Mix-Marketplace Vision and Start-up Projections documents clearly describe the intent, scope, and initial investment of the Mix Partners. In our personal efforts to promote economic development and job creation in downtown Ypsilanti, the Mix Partners have created an environment within which several capable businesses can partner to provide food, beverage and entertainment products and services. In addition, we will provide opportunity for non-professional food vendors and crafters to develop their products and businesses at the Marketplace. Our plan does not rely on any one of these "anchor tenant" businesses, but creates a synergy that serves each and also serves downtown residents and surrounding neighborhoods. The plan is already functioning well, and was recently declared a county "Food Victory."

Note, too, that the Mix-Marketplace Vision clearly describes the seating/service capacities for each of the "anchor tenant" spaces, and also that the City has permitted us occupancy in excess of 200 persons, which far exceeds the minimum of 25 for a Redevelopment Liquor License.

Regarding our MLCC Research …

First, some history. As we wrote earlier, we pursued the purchase of the J. Neil's Mongolian license for more than 45 days at an agreed upon so-called “market” price. We had a business partner at the time, who agreed to help secure the license with us. However, after on again/off again talks with Mr. Curtis … and after research at the MLCC … it was determined that that license no longer existed. We have since lost that business partner to another venture. In a subsequent call to the MLCC, we were advised that the “simplest thing to do is apply for a Redevelopment license.

As you requested, accompanying this letter is a list of the 30-plus escrowed licenses in Washtenaw County which we researched from mid-April through mid-May at your request. We attempted to contact all of those with Class C licenses either by the provided email addresses or by phone. The results of our attempts are shown. We are also registered with the MLCC and Michigan Treasury should further opportunities arise. Since we did our research, the license at the Pub 13, which had not been for sale, was sold and transferred to Ann Arbor. In addition to escrow and MLCC research, we have attempted to contact two other active license holders. One of these licenses, in fact, sold during the winter, it turns out, and at a “distressed” price. The other is is held by an out-of-the-country owner and is not for sale.

Be aware that “Market Value” is just that: what the market will bear. There is no set price for a Class C liquor license in Michigan, other than the “floor” of $20,000 established by the MLCC for a Redevelopment Liquor License, qualifications for which not only include the application fees and cost of the license, and any add-ons; but also the satisfaction of local vetting and other local standards. Clearly the MLCC's current policy is to emphasize local control for redevelopment and economic growth, and not to create an auction environment for liquor licenses. That fits precisely with our plans. Our desire is not a transferable license. For us, the 200 West Michigan location is everything. Besides, what business reason is there to pay more for a license, if an RLL meets our exact needs? Rather, our effort is toward downtown redevelopment and the establishment of a venue that serves the retail “food product desert” that exists in downtown, and which also may help to kickstart other risk takers to further the redevelopment of the Washington Street “pedestrian ghost town” that has been allowed to exist for over three years. To accomplish all of this, as we have done with Mix New & Used at 130 West Michigan for the last three years, who suffers as we are risk our own capital, time, effort and creativity? With the Mix-Marketplace success to-date, we might also ask, has Ypsilanti benefitted?

In Summary …

The Mix Partners remain ready to answer any other appropriate questions which may arise as we pursue our Redevelopment Liquor License.

Sincerely,

E. G. Penet/Mix Partners
Secty.-Treas./Mix-Marketplace Corporation

5-YEAR VISION STATEMENT

MIX Marketplace, 200 W. Michigan Avenue, Ypsilanti, Michigan

The Past

Located in downtown Ypsilanti along Michigan Avenue (US-12) with 30,000 vehicles per month passing by, the MIX Marketplace has developed into a truly unique food lover's destination within southeastern lower Michigan, pulling in travelers from throughout the Great Lakes and central Midwestern United States as well.

The dark shell of a failed restaurant/lower level martini bar concept adjacent to our MIX New & Used store appeared to the MIX partners to be a "must" for development. What started with a "we'll commit" to the landlord, almost immediately became a pop-up craft and artisan food experience in mid-November 2011, an exciting three-day experience two weeks prior to Christmas in December, then a two-day weekly market launched in January 2012.

As demand grew, the market expanded into the daily delight it has become for downtown loft residents, local neighborhoods and traveling explorers. In a real sense, what we created was a retail food and craft incubator, out of which grew our current "permanent" cast of food partners. The weekend market continued through May, then closed for kitchen construction and other interior renovations. Events and catering, however, continued in the lower level.

The growth process over the last five years on the ground and lower floors of the MIX Marketplace was organic, financially "bootstrapped" one anchor partner at a time and event at a time. As the original MIX New & Used partners proceeded, vendors came and went, the better products survived over time, food artisans developed their businesses, the kitchen was transformed and exciting chef activity grew. The vendor-style open market morphed into a more stable Deli/Home Goods/Floral indoor/outdoor shopping experience. In short, the expansion process needed only the test of time and, of course, the tastes and the demands of our shoppers. What didn't work was dropped. What worked was built upon.

What IS today hardly resembles what WAS five years ago.

MIX Marketplace 5-year Vision Statement – Continued.

The Present

MIX Marketplace is a food, beverage and entertainment showcase. Mix-Marketplace comprises 3000 square feet (Capacity 125 persons) on the street level and 3000 square feet (Capacity 125 persons) on the lower level. MIX Marketplace on the street level is anchored by three "partnering" businesses open six-to-seven days a week:

To the eye, MIX Marketplace is colorful, warmly lit, with an immediate welcoming scent that conveys old world charm, mouth-watering freshness, earthy, savory yet delicate. It *feels* good to walk into MIX Marketplace. People tell us they love the colors, the textures, the smells, the music. "It feels successful." "It feels comfortable." "I feel healthy and hopeful." Customers are doing something good for themselves, for their families, with their friends. Most proudly, other feedback we receive is that MIX Marketplace has contributed to a downtown revitalization.

A **MIX Wine Market/ Wine Bar** (Noon – Midnight, 7 days) seats 25 at a horseshoe tasting bar, plus a few tables and plush love seats, and offers wines for tasting, sale by the bottle or by the glass/paired with food served by **Bona Sera Cafe**. Our "star" sommelier has built the Marketplace "cellar" and acts as the host at all tastings and important events. He works with the kitchen to pair wines with the current menu. And he trains counter personnel and servers. His unique selections span the entire Mediterranean basin from the Provence and Italy to North Africa, and from the Fertile Crescent to Gibraltar. Small vintners in other parts of the world are featured as well from time to time.

A **Mediterranean Patisserie/Deli** (8am – Midnight, 7 days) offers over 1,200 square feet of bakery products, packaged meats and other savories from local sources with roots throughout the Mediterranean. The items, packaging, and price points all reflect their local character, distinctively different from items in a national grocery chain or local market. Everyday items bakery, dairy, eggs and in-season produce and beverage products are available. Bright, clean, attractive stainless shelving and counter tops display daily necessities. Cold cases offer cured meats, cheeses, olives, juices, eggs, dairy, and features local produce in-season. There's also a selection of healthy ready-to-eat foods for busy people on the go.

The **Bona Sera Cafe** (11am – 12am, 6 days, seating 80+) is the third "anchor" concept. Operating from their redesigned commercial kitchen, the **Bona Sera Cafe's** team prepares and serves their famed in-house gourmet breakfasts, lunches and dinners, signature deserts and small plate meals for sit-down enjoyment or as fresh or frozen to-go. In addition, they cater in-house and remote events. They also make their commercial kitchen available to cottage food artisans. Guest Chef specialties are also welcome for a pop-up brunch, a catered dinner, or a special event.

MIX Marketplace 5-year Vision Statement – Continued.

To help preserve the artisan/cottage food flavor of the MIX Marketplace, the remaining 10% (300 sf.) of the first floor is made available to feature one or two independent food artisans or food-related crafters to personally sell their wares, offer samples, even to create demonstrations.

The **MIX Lounge & Showbar** (Tuesday – Sunday, 4pm – 12am) occupies the lower level of MIX Marketplace and operates as a high-end lounge, entertainment and event venue. Our target market is mature entertainment-seekers, likely married w/children or older w/grown children, as well as our downtown loft-residing neighbors, who want upscale food, drink, entertainment in a conversational-stimulating gathering place that does not smell like pizza and beer. For drinks, they'd prefer mixed cocktails, moderately-priced wines, crafted bottled beers. For food, they'd prefer select small plate entrees, unique appetizers, and luscious desserts, even a premium cup of coffee … all prepared by our Bona Sera Cafe team.

Staff is always in tuxedo shirts and ties. And on Thursday, Friday and Saturday evenings from 8pm to closing, even the patrons are dress up at minimum in work casual attire, or for special entertainment events, men in jackets and women in their best. Entertaining them is upscale cabaret entertainment. Tuesdays and Wednesday our "house combo" provides cool jazz and pop background. Thursdays, Fridays and Saturdays, we feature variety, including: solo and small combo performances, comedy and other performing artists. Price varies from a cover at the door or a higher ticket price for a "star" event. On off-days (Mondays) and during off-hours (8am – 3pm), the MIX Lounge can be commandeered for special events such as meetings, receptions, and private parties. (Private events or special uses at other times can be arranged.) Seating includes: 30 at the bar for, 15 two-top tables, 10 tall round tables w/tall chairs, plus four plush couches.

Spring, Summer and Fall, the MIX Marketplace expands its colorful themes and well-lit look and feel out-of-doors with overhead swag lights, patio seating under colorful umbrellas and product displays; including food, beverage and home goods. Even seasonal produce, gardening accessories and cut flowers are available. The mood is festive and links with the spirit of our adjacent MIX New & Used and helping to set a party tone for the many summer happenings and Crossroads concerts along North Washington Street.

Future outdoor plans for MIX Marketplace along N. Washington Street include: a three-season tent with heaters, tables, chairs and string lighting and lanterns, expanding local entertainment opportunities and also attracting passers-by along Michigan Avenue.

The growth and success of The MIX Marketplace is due to the acceptance and support of our downtown loft residents, who visit us daily, sometimes two or three times a day, plus our close-in historic neighborhood residents, who surround the Ypsilanti downtown and

now enjoy walking rather than driving for their basic food needs as well as for the specialty items and food services we offer. Whether it's a half-pint of half-and-half, a bottle of fine wine, a three-star frozen entree or a leisurely four-star meal, or a relaxing late night nightcap with live music in the background … MIX Marketplace will continue to endeavor to provide Ypsilanti with what they have always longed for: a … higher-end neighborhood shopping and entertainment experience.

We owe our current and future success to them.

mix-marketplace corporation

200 W. Michigan Avenue
Ypsilanti, Michigan 48197
(734) 961-8704
mix-marketplace@hotmail.com

FOR IMMEDIATE RELEASE

Mix Marketplace, 200 W. Michigan Avenue, Ypsilanti, MI 48197 is offering the following professional audio equipment for immediate sale:

2 - 12” SHURE subwoofers in HD wood cases w/metal facing screens. (22”Hx22”Dx291/2”W)

5 - JBL EON 1500 speakers with attached mounting brackets.

2 - Yamaha CP33 Stage Piano Electric Grand Piano keyboards. (As is. No cords or other accessories.)

1 - 4' tall upholstered sound cabinet, loaded with:

- . 1 Midas/Venice 160 mixing board with 8 mono/4 stereo channels
- . 4 QSC Stereo Amps
- . 1 DOD R816 Reverb module
- . 1 Behringer DOD SR 231x dimmer/equalizer
- . 1 electronic crossover module

1 milk crate stuffed with various RCA cables and patch cords

CONTACT: Ed @ 734-355-1332 during normal business hours

MIX Marketplace - Financial Projections

Pre-Opening Facility Tasks/Budgets

Exterior

Signboards & Trim Design
- Design & execute layouts for exterior MIX Marketplace signboards, color, lighting treatments.
- Coordinate with anchor partners for identity inclusion. . Budget: $1,000/2,000

HDC Reviews & Fees
- Schedule and present signage, color & exterior lighting designs to HDC. Fees: $100

Electronic Signage Demolition
- Schedule demolition of Mongolian signage. Budget: $Landlord

Signboard & Trim Painting
- Schedule and execute approved painting, trim & signage. Budget: $2,000

Signage Design & Installation
- Manufacture & install new signage. Budget: $2,000

Window Signage Design & Installation
- Design and schedule installation of window signage, if any. Budget: $500 + $1000

Exterior Lighting Design
- Coordinate installation with building owner of any exterior lighting treatment
- Budget: $Landlord, plus $500
-

Exterior Lighting Installation
- Coordinate installation with building owner and contractor. Budget: $1,000
-

Sidewalk Sales & Fencing Permits
- Obtain City and HDC permits. Budget: $400

Sidewalk Fencing Installation
- Purchase materials and installation from supplier. Budget: $1,000
- Coordinate installation with building owner and contractor

Page 1 Total: $9,500

Interior – Ground Floor

Interior Marketplace Layout
- Coordinate design and location of wine bar and seating with Supper Club & Deli
- Coordinate changes with building owner and contractor(s). Budget: $n/c

Electrical Upgrades
- Coordinate electrical upgrades for Supper Club & Deli with building owner. Budget: $n/c

Demolition
-Coordinate flooring, tile and other structural Supper Club/Deli/Wine Bar demolition/changes with building owner. Budget: $Landlord

Repairs
- Create punch list for building owner for repairs. Budget: $Landlord

New Construction
- Prepare design plans coordinated through Supper Club/Deli. Budget: $n/c
- Coordinate materials and construction with building owner and contractor. Budget: $n/c

Flooring Demolition
  - Coordinate carpeting removal and disposal with building owner/contractor.
  - Budget: $Landlord

Flooring Insulation
  - Coordinate subfloor repair and surface insulation prior to new flooring installation.
  - Budget: $Landlord

Flooring Installation
- Coordinate new flooring installation with building owner and contractor
  - Coordinate installation with Supper Club/Deli and Wine Bar
  - Budget: $Landlord

Security Systems
- Contact consultants for recommendations and costs. Budget: %50/50
- Coordinate with Supper Club/Deli regarding costs and installation. Budget: $3,000+
- Coordinate with building owner regarding keys, codes and access. Budget: $n/c

Cleaning & Sanitizing
- Following construction/installations, clean and sanitize. Budget: $TBD

Interior Lighting
- Create specs for table, product and work lighting with Supper Club/Deli
  - Obtain and install new fixtures and lamps as required
  - Budget: $1,000-2,000

Page 2 Total: $9,500+

Interior – Lower Level

General Cleaning
- Collect and dispose of trash, bottle/cans
- Dust, dry mop, wet mop, sanitize bathrooms. Initial Budget: $500

Electrical Upgrade
- Review current electrical grid and prepare upgrade plan for submission to building owner
- Inventory lighting fixture and lamp requirements. Budget: $1,000

Demolition/Repairs (See Repairs .above)
- Create punch list for building owner regarding repairs, demolition and minor construction
- Coordinate repairs and other necessary work with building owner and contractor

New Construction
- Create designs for ADA-capable elevator entry vestibule, new secure storage areas
- Create specs for additional electrical outlets, coordinate installation with building owner
- Coordinate with building owner additional ceiling sound insulation
- Coordinate with building owner building out studs/drywall in office and along Michigan Avenue wall
- Secure back bar rear shelves and entry from patrons. Budget: $500-1,000

Security Systems
- Obtain recommendations for door locks/hidden hinge pins and electronic coverage for entry/exit doors, storage, back bar and office area security. Budget: Landlord/$1,000
- Coordinate install with building owner, including keys and access codes. n/c
- Obtain keys for electrical panel locks or otherwise secure them. n/c
- Obtain estimate for office safe re-keying/re-programming. Budget: $250

Sound System
- Check electrical system and wiring system for exterior, first floor and lower level sound system capabilities. Budget: $TBD
- Run sound check of leftover equipment, including sound board, keyboards, speakers and cables. n/c
- Investigate repair costs or system substitutions required to make keyboards, system board fully operable. (Sale budget: $8,000)
- Investigate other A/V requirements and accessories to possibly be supplied in-house. n/c

Furnishings
- Inventory current furnishings and create a list of replacement table tops, bases and other required furnishings. Trash broken bases and tops. Budget: $500
- Clear other unnecessary large debris from behind the bar. Incl. above.

Page 3 Total: $3,500

Pre-Opening Business-Related Tasks/Budgets

Licensing & Permits

- DDA Liquor License	$20,000	
- HDC Permits (Paint, signs)	$ 500	
- City Business License	$ 85/Paid	
- City Occupancy Review	$ 55/Paid	
- Health Department Inspection	$ n/c	
- General Business Insurance	$ 500/Westfield/Annual	
- Liquor Liability Package	$ 5,000	
- Incorporation	$ 300/Akers/One time	
- Bank Account	$ 100/initial deposit	
- Accounting	$ 150/Akers/mo	

Payroll & Related

- Facility Manager	$ tbd	
- Event Manager	$ Partner/Contract	
- A/V Manager	$ Hourly	
- Liquor Manager	$ tbd	
- Wine Sommelier	$ tbd	
- Wine Bartender(s)	$ Partner/Contract	
- Lounge Bartender(s)	$ Partner/Contract	
- Workman's Comp./Operating	$ tbd	
- Payroll Systems/Accounting	$ tbd	
- Janitorial Service	$ tbd	weekly
- Duct/Filter Cleaning Service	$ tbd	semi annual
- Exterminator Service	$ tbd	as required
- HVAC/Air Handling Maintenance	$ tbd	annual

Office Set-up

- Construction	$ 2,000	
- Safe/Security	$ 250	
- Desk(s) & Chair(s) (2)	$ 0	
- Filing Cabinets(s)	$ 0	
- Office Supplies	$ 500	
- Printer(s)/Fax (1)	$ 500	
- Computer(s) (2)	$ 1,000	
- Phone(s)	$ 200	
- Cable/Internet	$ 300	
- Cleaning Supplies	$ 1,000	
- 2) POS Registers/Bank Trays	$ 8,000	
- Stationary	$ 2,000	
- DTE Electric	$ 2,000/mo.	
- DTE/Gas/Heating	$ 7 50/mo.	

Page 4 Total: $42,690 + Contract/Personnel

Opening Inventories

	Current	Needed	Cost
Ground Floor			
- 4-top Tables	40		$50
- 4-top Table Bases	36		$35
- Chairs	189		$50
- Tall Round Tables	11		$45
- Tall Round Bases	11		$40
- Tall Chairs	51		$45
- Booster Seats	4	0	
- High Chairs	6	0	
- 2' Hanging Track Bars	24	0	$
- Lighting Fixtures (2-4/Bar)			$
- 50w Halogen Lamps			$
- 75w Halogen Lamps			$
- Chandeliers	3	0	$
- Pendants			$
Lower Level			
- 2-top Tables	incl.		$
- 2-Top Table Bases	incl.		$
- Chairs	incl.		$
- Tall Round Tables	incl.		$
- Tall Round Bases	incl.		$
- Tall Chairs	incl.		$
- Sofas	4	0	$
- 4' Track Bars	24	0	$
- Lighting Fixtures (2-4/Bar)		2doz.	$
- 50w Halogen Lamps		3doz.	$
- 75w Halogen Lamps		3doz	$
- Chandeliers	3	0	$
- Pendants	12		$
- Sound Board	1	0	
- Keyboards	2	0	
- Speakers	5lg./8sm.	0	
- 6x6 Screen	1	0	
- Flat Screen Monitors			$
- RCA A/V Cables			
- Coax			
- HD Speaker Wires			
- CD/DVD Player	0		
- DVD Projector	0		

Page 5 Total: $n/a

Wine & Cocktail Inventories

	Current	Needed	Cost
Wine Bar Inventory		50 cases	$ 5000
- Reds		24cases	
- Whites		12 cases	
- Desserts		8 cases	
- Sherries		2 cases	
- Champagnes		2 cases	
- Specialty Liqueurs		2 cases	
- Red Wine Glasses		10doz.	$ 250
- White Wine Glasses		10doz	$ 250
- Champagne Glasses		4doz	$ 100
- Brandy Glasses		4doz	$ 100
- Liqueur Goblets		4doz	$ 150
Cocktail Bar Wine Inventory		25 cases	$ 2500
- Reds		12 cases	
- Whites		6 cases	
- Desserts		4 cases	
- Sherries		1 case	
- Champagnes		1 case	
- Specialty Liqueurs		1 case	
- Red Wine Glass		5doz.	$ 125
- White Wine Glass		15doz	$ 125
- Champagne Glass		4doz	$ 50
- Brandy Glass		4doz	$ 50
- Liqueur Goblet		4doz	$ 75
Cocktail Bar Liquor Inventory			$ 3300
- Well Inventory		5 cases	$ 600
- Call Inventory		5 cases	$ 900
- Specialty Inventory		3 cases	$ 600
- Bottle Beer		20 cases	$ 1200
- Rocks Glass		10doz	$ 120
- Hi-Ball Glass		10doz	$ 150
- Water Glass		30doz	$ 600
- Pilsner Glass		20doz	$ 300
- Martini Glass		10doz	$ 150

Page 6 Total: $13,395

Opening Summaries

- Corporate Set-up	$ 25000
- Repairs	$ 5000
- New Construction	$ 5000
- Equipment Check/Prep	$ 1500
- Office Set-up	$ 17900
- House Bank	$ 5000
- Wine Bar Staff	$ Contract
- Wine Bar Inventory	$ 5850
- Wine Bar Bank	$ 2000
- Cocktail Bar Staff	$ Contract
- Cocktail Bar Inventory	$ 2925
- Cocktail Bar Bank	$ 3000
- POS (Wine/Cocktails)	$ 10000
- Cable/Phone/Internet	$ 500
- Utilities	$ 2750
	$ 86,425 - $78,585

Projected Fixed: $50,000 - $60,000 minus Anchor Subleases, Expenses, Utilities
Projected Variable: $36,425 - $18,585

mix-marketplace
Liquor License Research Details

The numbered licenses below were applicable Class C licenses listed by the MLCC/Michigan Treasury in escrow. The sixteen numbered licenses were contacted both by email and phone. Responses if any are shown. Following this research, I contacted the MLCC and Treasury to be placed on their mailing lists for future notices of available licenses. As of May 29, 2012, I have received no contacts.

1 – Pacific Burrito/Class C/40K-75K/Treasury Lien/Matt – N/A

Pizza Hut/Tavern/Franchise/No number available

Huckleberry/Distrib./Desig.Merch.

Bottle & Basket Market/Desig.Distrib./Desig.Merch.

Ypsi Family Market/Desig.Merch.

2 – Cottage Inn/Class C/Desig.Merch. - No response

3 – Elbow Room/Class C/Des.Merch./Sunday/Dance – Sell with building

4 – Club Divine/Class C/Entertain./Dance//Treasury Lien – Sell with building according to realtor and bank (See NOTE Page 2)

Round Bottle Market/Desig.Dist./Desig.Merch.

Superior Party Store/Desig.Dist./Desig.Merch.

5 - Bistro Bar & Grille/Class C/Sundays/Joe – Discontinued

Perry Drugs/Company store/NFS

6 – Chatters/Resort/NFS

7 - Emerald City/Class C/Sunday Sales/Specified Food/NFS

Campfire – Milan/Non-transferrable

8 – Northpoint Steak – Dexter/Class C/Sunday Sales/Food Specified – No response

License Research – Continued.

Pamiba Merchants/No response

M&B Liquor & Deli/Desig.Dist./Desig.Merchant – No response

9 – Blue Wolverine/Class C/Dance/Entertainment/Sundays/Food/Special Merch. - Not Available

10 – OZ/Class C/Dance Entertain./Food/ - NFS

11 – Legenda/5th Quarter/Class C/Dance Entertain./Sundays/Add. Bar/ - NFS

Tower Mini Market/Desig.Distrib./Desig.Merch.

Bello Vino Market – Desig.Distrib./Desig.Merch.

Apex Drugs/Rite Aide – NFS

-Joe Barbat/Desig.Merch.

12 – Packard Pub/Restort/ NFS

13 – Champion House/Class C/Sundays/Food – NFS

14 – Vintage/Sundays/Dance Entertain./Food Service/NFS

15 – Xando Cosi/Class C/Sundays/Food – Contact Unavailable

16 – Bennigans/Class C – Resorts/Sundays/Entertain./Food – w/Franchise Only/$70K

NOTE: Just recently, mid-May, Michigan Commerce Bank sold the Club Divine license and it was transferred to Ann Arbor.

Resolution No. 2012 -144
July 17, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the public hearing to consider the proposed resolution entitled "Mix on Michigan Avenue DDA Redevelopment Liquor License" be **officially closed.**

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Resolution No. 2012 145
July 17, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Minutes of June 19, 2012 be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

CITY OF YPSILANTI
COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, JUNE 19, 2012
7:00 P.M.

I. CALL TO ORDER –

The meeting was called to order at 7:07 P.M.

II. ROLL CALL –

Council Member Bodary	Present	Council Member Rob	Present
Council Member Jefferson	Present	Council Member Vogt	Present
Council Member Murdock	Present	Mayor Schreiber	Present
Mayor Pro-Tem Richardson	Present		

III. INVOCATION –

IV. PLEDGE OF ALLEGIANCE –

"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."

V. INTRODUCTIONS –

The Mayor introduced Director of Public Services, Stan Kirton, Fire Chief, Jon Ichesco, First Lt. Thad Peterson, and Representative from MDOT, Kari Martin

VI. AGENDA APPROVAL –

Council Member Murdock requested to move Resolution 2012-138, approving a contract from MDOT. to the Consent Agenda.

Council Member Robb removed Resolution 2012-133 from the Consent Agenda and placed under Resolutions/Motions/Discussions.

Mayor Schreiber moved Resolution 2012-136 from Resolutions/Motions/Discussions and placed as a Closed Session right before Adjournment.

On a voice vote the vote to approve the amended agenda was unanimous.

VII. PRESENTATIONS –

1. MDOT Speed Study, First Lieutenant Thad Peterson

For a copy of the MDOT Speed Study , please visit our website at www.cityofypsilanti.com or contact the City Clerk's office.

Mayor Pro-Tem Richardson commented if speed limits are increased then people who speed will go faster.

Lt. Thad commented the purpose of the traffic study is to set speed limits so that everyone can drive at a normal speed.

Council Member Bodary commented he posted about the speed increase on Facebook and Twitter, and he received a negative response from everyone who commented about increasing speed limits.

Lt. Thad commented that people don't understand the how the process works and he understand that most people will have reservations about increasing speed limits.

Lt. Thad explained that the process is to take what most drivers are doing safely and straighten out the flow of traffic. He said that crash and fatality rates tend go down when speed limits are set at what 85% of most drivers drive.

Mayor Pro-Tem Richardson commented that 85% of the complaints she receives are that drivers are driving too fast.

Lt. Thad commented that when the numbers on the speed limit sign are sent correctly then the flow of traffic balances out and studies find that there is a reduction in maximum speed.

Council Member Jefferson commented that driving with the flow of traffic is best.

Council Member Murdock commented that there are issues with speed when driving in an urbanized area. He said adding some pedestrian friendly things would be a suggestion.

Council Member Murdock asked would HAWK signals slowing down traffic.

Kari Martin, MDOT Representative commented HAWK traffic signals seem to be working for pedestrians. She said MDOT will be doing some pedestrian traffic analysis and looking at locations where HAWK devices can go.

Mayor Pro-Tem Richardson commented that the City of Ypsilanti went thru a great expense and put the medians on Michigan Ave. to slow traffic.

Council Member Robb asked MDOT and LT. Thad to come back and do a presentation on explaining traffic calming and slowing down traffic. He said by putting in the median, the city calmed traffic.

VIII. ORDINANCES FIRST READING –

Ordinance No. 1179

1. An ordinance to approve amendments to the City Code of Ordinances relative to peddlers and solicitors.

   A. Resolution No. 2012-126 determination.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance to amend municipal civil infraction penalties, entitled "AN ORDINANCE TO AMEND CHAPTER 22 OF THE YPSILANTI CITY CODE, ENTITLED "BUSINESSES," SECTION 22-161 'DEFINITIONS'" be approved on first reading.

Ordinance No. 1179

AN ORDINANCE TO AMEND THE FOLLOWING SECTIONS OF THE YPSILANTI CITY CODE: CHAPTER 22, ENTITLED "BUSINESSES," SECTIONS 22-161 "DEFINITIONS" AND 22-176 "REQUIRED;" CHAPTER 78, ENTITLED "PARKS AND PUBLIC PROPERTY," SECTION 78-100 "OTHER PROHIBITED ACTIVITIES;" AND TO AMEND AND RETITLE CHAPTER 94, ENTITLED "STREETS, SIDEWALKS AND CERTAIN OTHER PUBLIC PLACES," SECTION 94-191 "MERCHANDISE ON THE SIDEWALKS."

THE CITY OF YPSILANTI HEREBY ORDAINS:

Section 1: Amendments, additions, and deletions to Chapter 22, "Businesses," of the Code of Ordinances, City of Ypsilanti, Michigan.

That Chapter 22, "Businesses," of the Ypsilanti City Code, Section 22-161, "Definitions," be amended as follows:

Sec. 22-161. - Definitions

The following words, terms and phrases when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

***Peddler* means any person who travels by foot, motor vehicle or any other type of conveyance, from place to place, buying, selling or offering for purchase or sale goods or services.**

***Solicitor* means any person traveling either by foot, motor vehicle or any other type of conveyance, from place to place seeking to obtain orders for the purchase or sale of goods or services for future delivery or performance, or seeking donations of money or goods.**

***Conducting business* means to manage, direct, lead, have direction, or carry on commercial activity or enterprise for gain, benefit, advantage, or livelihood.**

Sec. 22-176. Required

It shall be unlawful for any person to conduct business in the public right-of-way, or carry on the business of a solicitor, peddler, or transient merchant ~~to engage in such business~~ within the corporate limits of the city without first obtaining a license therefore in compliance with the provisions of this article.

That Chapter 78, "Parks and Public Property," of the Ypsilanti City Code, Section 78-100, "Other prohibited activities," be amended as follows:

Sec. 78-100. – Other prohibited activities.

While in a city park, city owned property or open area, no person shall:

(12) Sell, offer to sell, show, hawk, display, or distribute any goods, wares, merchandise or refreshments, or conduct business of any kind, without a peddler's license or special events permit.

That Chapter 94, "Streets, Sidewalks and Certain Other Public Places," of the Ypsilanti City Code, Section 94-191, "Merchandise on sidewalks," be retitled and amended as follows:

Sec. 94-191 – Merchandise ~~on the sidewalks~~ in the public right-of-way.

No person shall keep, maintain, ~~or~~ sell, or purchase ~~on any~~ in the public ~~sidewalk~~ right-of-way, any goods, wares, or merchandise, vegetables, or fruits, except under license granted by the state liquor control commission, or by permit under article V of chapter 22 of this Code, or by special permit from the city manager.

Section 2. Severability.

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

Section 3. Repeal.

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

Section 4. Savings Clause.

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

OFFERED BY: Mayor Pro Tem Richardson
SUPPORTED BY: Council Member Vogt

Attorney John Barr received a call from the City of Ypsilanti Police Officer in regards about a problem at Ned's bookstore. He said the officer said that a truck was out in front of Ned's bookstore and students from EMU were selling their books to the person in this truck.

Attorney Barr said that he is tightening up the ordinance.

Council Member Robb commented that if he went to Pease Auditorium and asked to purchase tickets, does he need a peddler's license for that.

Attorney Barr commented it depends on what a non-profit is doing but that does not exempt them from needing to get a Peddler's license.

Mayor Schreiber asked if the Ypsilanti Farmer's market need a peddler's license.

Attorney Barr commented no, the Farmer's Market paid for a permit.

Mayor Pro-Tem Richardson commented so the students at EMU were buying rather than selling books.

Attorney Barr commented yes and taking away from local merchants.

B. Open the public hearing.

Mayor Schreiber read the rules for audience participation

Bob Levy, 2504 Eagle Circle, commented if a person sales then they are a peddler and if a person purchases, they are a customer. He does not know where the issue is. He said should students have a peddler's license to buy back books.

Attorney Barr commented that this ordinance regulates commercial activity.

C. Resolution No. 2012-127, close public hearing.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Public Hearing to consider an ordinance to amend municipal civil infraction penalties, entitled "AN ORDINANCE TO AMEND CHAPTER 22 OF THE YPSILANTI CITY CODE, ENTITLED "BUSINESSES," SECTION 22-161 'DEFINITIONS'" be officially closed.

On a voice vote, the vote to approve Resolution 2012-127 to close the public hearing was unanimous.

On a roll call vote, the vote to approve Resolution No. 2012- was as follows:

Council Member Bodary	Yes	Council Member Robb	No
Council Member Jefferson	Yes	Council Member Vogt	Yes
Council Member Murdock	Yes	Mayor Schreiber	Yes
Mayor Pro-Tem Richardson	Yes		

VOTE:

Yes: 6 No: 1 (Robb) Absent: 0 Vote: Carried

IX. AUDIENCE PARTICIPATION-

Mayor Schreiber read the rules of audience participation.

Hal Wolfe, 2045 McKinley, commented about mistreatment from Stadium Towing. He expressed his displeasure with how they handled his towing incident.

IX. REMARKS BY THE MAYOR –

Mayor Schreiber commented that he is glad that Mr. Wolfe is working with staff to resolve this issue.

X. MINUTES –

Resolution No. 2012-128, approving minutes of June 5, 2012.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Minutes of June 5, 2012 be approved.

On a voice vote the vote to approve Resolution 2012-128 was unanimous.

XI. CONSENT AGENDA – **Resolution No. 2012-129**

1. Resolution No. 2012-130, approving Budget Appropriations by Department and Major Organizational Unit for 2011-2012 Fiscal Year
   (Ordinance No. 1176) (Second Reading)

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled, "An Ordinance to Amend Budget Appropriations by Department and Major Organizational Unit for the Fiscal Years 2011-2012", be approved on Second and Final Reading.

		FY 2011-2012	
Description	**Fund**	**Revenue**	**Expenditures**
General Fund	**101**	**14,433,743**	**14,323,307**
Major Street Fund	**202**	**1,568,624**	**1,568,624**
Local Street Fund	**203**	**558,219**	**558,219**
Garbage & Rubbish Collection Fund	**226**	**1,155,049**	**1,155,049**
Community Development Block Grant Fund	**252**	**11,245**	**11,245**
Police Special Revenue Fund	**265**	**217,163**	**217,163**
Depot Town DDA Fund	**275**	**269,213**	**252,018**
2010 GOUT REF Bond $3.83 M	**303**	**698,791**	**698,791**
2002 General Obligation Capital Imp. Debt Fund $400,000	**316**	**34,193**	**34,193**
2003 General Obligation Unlimited Tax Debt Fund $8.465 M	**341**	**730,077**	**730,077**
2002B Water & Sewer Debt Fund $485,000 DWRF	**364**	**32,697**	**32,697**
2001 Water & Sewer Debt Fund $4 M	**365**	**114,481**	**114,481**
2002A Water & Sewer Bonds Debt Fund $5 M	**366**	**143,238**	**143,238**
2002C Water Supply & Sewage Disposal Revenue $8.66 M	**367**	**435,947**	**435,947**
2003A Water Supply & Sewage Fund $4.8 M	**368**	**582,701**	**582,701**
Brownfield Redevelopment Authority Fund	**399**	**34,553**	**34,553**
Land Revolving Fund	**412**	**111,526**	**111,526**
Downtown Development Authority Fund	**413**	**407,127**	**407,127**
Capital Improvement Fund	**414**	**372,685**	**306,865**
Economic Development Corporation Fund	**415**	**1,490**	**1,490**
2003D Water Supply & Sewage Const. Fund $5.3 M DWRF	**469**	**338,241**	**338,241**
2003B Water Supply & Sewage Construction Fund $1.5 M	**470**	**91,616**	**91,616**
2003C Water Supply & Sewage $785,000 DWRF	**471**	**48,872**	**48,872**
2004A Water & Sewer Revenue $2.7 M	**472**	**167,059**	**167,059**
2004A DDA Construction Fund $995,000	**473**	**79,681**	**79,660**

		FY 2011-2012	
Description	**Fund**	**Revenue**	**Expenditures**
2004B Water Supply & Sew $6.33M DWRF	**474**	**390,628**	**390,628**
2006 GO LTD Taxable Capital Refunding $15.74 M	**477**	**1,272,201**	**1,272,201**
2006 Water Supply & Sewage Refunding $9.85 M	**478**	**421,963**	**421,963**
2007 W & S Revenue DWRF $375,000	**479**	**15,497**	**15,497**
2008 W & S DISP. REV $435,000	**480**	**29,731**	**29,731**
2009 W & S Bonds 7249-01 $260,000	**481**	**8,089**	**8,089**
Sidewalk Improvement Fund	**495**	**114,089**	**114,089**
Public Transit Fund	**588**	**295,031**	**262,817**
Motor Pool Fund	**641**	**2,012,114**	**2,012,114**
Workers Compensation Fund	**677**	**320,547**	**320,547**
Fire and Police Pension Fund	**732**	**4,496,390**	**4,496,390**
Retiree Health Care Fund	**736**	**1,097,779**	**1,073,611**
Totals	**All**	**33,112,290**	**32,862,436**

Further, that in accordance with Section 19(2) of Public Act 621 of 1978, also known as the Uniform Budgeting and Accounting Act, parameters are hereby given to allow transfers between appropriation accounts and within fund totals.

2. Resolution No. 2012-131, approving Budget Appropriations by Department and Major Organizational Unit for the 2012-2013 and 2013-2014 Fiscal Years
(Ordinance No. 1177) (Second Reading)

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled, "An Ordinance to Adopt Budget Appropriations by Department and Major Organizational unit for the Fiscal Years 2012-2013 and 2013-2014", be approved on Second and Final Reading.

		FY 2012-2013		FY2013-2014	
Description	**Fund**	**Revenue**	**Expenditures**	**Revenue**	**Expenditures**
General Fund	**101**	**13,745,671**	**13,558,658**	**13,955,217**	**13,350,354**
Major Street Fund	**202**	**1,781,320**	**1,781,320**	**1,215,414**	**1,215,414**
Local Street Fund	**203**	**487,745**	**487,745**	**541,931**	**541,931**
Garbage & Rubbish Collection Fund	**226**	**1,163,664**	**1,163,664**	**1,176,331**	**1,176,331**
Community Development Block Grant Fund	**252**	**51,245**	**51,245**	**51,245**	**51,245**

		FY 2012-2013		FY2013-2014	
Description	**Fund**	**Revenue**	**Expenditures**	**Revenue**	**Expenditures**
Police Special Revenue Fund	**265**	**220,373**	**220,373**	**223,546**	**223,546**
Depot Town DDA Fund	**275**	**159,045**	**138,513**	**91,520**	**89,973**
2010 GOUT REF Bond $3.83M	**303**	**708,485**	**693,225**	**692,671**	**690,725**
2002 General Obligation Capital Imp. Debt Fund $400,000	**316**	**38,105**	**38,105**	**36,890**	**36,890**
2003 General Obligation Unlimited Tax Debt Fund $8.465 M	**341**	**746,541**	**721,063**	**726,384**	**724,163**
2002B Water & Sewer Debt Fund $485,000 DWRF	**364**	**32,072**	**32,072**	**31,447**	**31,447**
2001 Water & Sewer Debt Fund $4 M	**365**	**116,510**	**116,510**	**128,040**	**128,040**
2002A Water & Sewer Bonds Debt Fund $5 M	**366**	**154,129**	**154,129**	**169,179**	**169,179**
2002C Water Supply & Sewage Disposal Revenue $8.66 M	**367**	**434,907**	**434,907**	**438,407**	**438,407**
2003A Water Supply & Sewage Fund $4.8 M	**368**	**573,641**	**573,641**	**543,561**	**543,561**
Brownfield Redevelopment Authority Fund	**399**	**-**	**-**	**-**	**-**
Land Revolving Fund	**412**	**60,735**	**60,000**	**735**	**-**
Downtown Development Authority Fund	**413**	**383,307**	**383,307**	**340,686**	**340,686**
Capital Improvement Fund	**414**	**260,932**	**259,432**	**230,303**	**228,803**
Economic Development Corporation Fund	**415**	**1,490**	**1,490**	**1,490**	**1,490**
2003D Water Supply & Sewage Const. Fund $5.3 M DWRF	**469**	**341,991**	**341,991**	**340,553**	**340,553**
2003B Water Supply & Sewage Construction Fund $1.5 M	**470**	**90,216**	**90,216**	**93,728**	**93,728**
2003C Water Supply & Sewage $785,000 DWRF	**471**	**52,934**	**52,934**	**51,934**	**51,934**
2004A Water & Sewer Revenue $2.7 M	**472**	**164,662**	**164,662**	**162,212**	**162,212**
2004A DDA Construction Fund $995,000	**473**	**82,994**	**82,973**	**81,094**	**81,073**
2004B Water Supply & Sew $6.33M DWRF	**474**	**394,359**	**394,359**	**392,931**	**392,931**
2006 GO LTD Taxable Capital Refunding $15.74 M	**477**	**1,308,618**	**1,308,618**	**1,341,778**	**1,341,778**
2006 Water Supply & Sewage	**478**				

		FY 2012-2013		FY2013-2014	
Description	**Fund**	**Revenue**	**Expenditures**	**Revenue**	**Expenditures**
Refunding $9.85 M		421,025	421,025	420,056	420,056
2007 W & S Revenue DWRF $375,000	**479**	20,232	20,232	19,913	19,913
2008 W & S DISP. REV $435,000	**480**	29,231	29,231	28,731	28,731
2009 W & S Bonds 7249-01 $260,000	**481**	8,163	8,163	8,038	8,038
Sidewalk Improvement Fund	**495**	114,212	114,212	114,267	114,267
Public Transit Fund	**588**	308,901	308,901	266,313	266,313
Motor Pool Fund	**641**	1,740,125	1,740,125	1,759,516	1,759,516
Workers Compensation Fund	**677**	195,721	195,721	196,130	196,130
Fire and Police Pension Fund	**732**	4,143,747	4,143,747	3,824,425	3,824,425
Retiree Health Care Fund	**736**	1,222,187	1,197,887	1,353,395	1,328,995
Totals	**All**	31,759,235	31,484,396	31,050,011	30,412,778

Further, that in accordance with section 19(2) of Public Act 621 of 1978, also known as the Uniform Budgeting and Accounting Act, parameters are hereby given to allow transfers between appropriation accounts and within total funds.

3. Resolution No. 2012-132, approving 2012-2013 Tax Levy Ordinance
(Ordinance 1178) (Second Reading)

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the proposed ordinance entitled "2012-2013 Tax Levy Ordinance", be approved on Second and Final Reading.

Ordinance No. 1178

2012-2013 TAX LEVY ORDINANCE

THE CITY OF YPSILANTI ORDAINS THAT:

A general operating millage rate of 19.0211 mills (.0190211 cents per $1) of the Taxable Value, according to the assessment roll of the last preceding year is approved and authorized; and

The City Clerk is authorized to certify to the City Treasurer and City Assessor the total amount to be levied and restriction for the City of Ypsilanti is:

GENERAL OPERATING	**19.0211**
POLICE & FIRE PENSION	**7.4003**
SANITATION	**2.7814**
STREET IMPROVEMENT (VOTED DEBT 2001 Bonds refunded in 2010)	**2.4466**
STREET IMPROVEMENT (VOTED DEBT 2003 Bonds)	**2.5777**
PUBLIC TRANSIT	**0.9789**
TOTAL	**35.2060**

Made, passed and adopted by the Ypsilanti City Council this 19th day of June, 2012.

4. ~~Resolution No. 2012-133, approving appointments to Boards & Commissions~~
(***MOVED TO RESOLUTIONS/MOTIONS/DISCUSSIONS)***

5. Resolution No. 2012-134, approving delegates to attend the MERS Convention

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Municipal Employees' Retirement System of Michigan covers all full-time City employees excluding Fire and Police Pension system Members, and

WHEREAS, the Municipal Employees' Retirement System is holding its annual meeting October 3 - 5, 2012 in Grand Rapids, MI and

WHEREAS, the Municipal Employees' Retirement System allows two delegates to be selected to attend this meeting, one an employee delegate elected by secret ballot and one an officer delegate selected by the City Manager, and

WHEREAS, the employees have elected Gregory Swafford from the Parking Enforcement Department as delegate with David Blakley from the Department of Public Works as the alternate, and

WHEREAS, the City Manager has appointed Marilou Uy, Finance Director, as the officer delegate and Bradford Holman, DPS General Superintendent, as the alternate,

THEREFORE, BE IT RERESOLVED, that these employees be appointed as employee and officer delegates and alternates.

6. Resolution No. 2012-135, approving the appointment of Receiving Boards Election Commission for the August 7th and November 6th elections

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Receiving Boards of Election Inspectors help increase efficiency and accuracy while processing election results and materials as they are returned to the City Clerk's office on election night; and

WHEREAS, City Council has the authority to provide for the use of Receiving Boards of Election Inspectors and the City Election Commission has the authority to appoint members to such Boards prior to each election.

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council provides that one or more Receiving Boards of Election Inspectors be appointed for the August 7 and November 6, 2012 elections.

7. Resolution No. 2012-138, approving MDOT Contract No. 12-5258 for 2012 West Cross Street Project.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Federal Surface Transportation Program - Urban funding has been programmed in the Washtenaw County Transportation Improvement Program for improvements to West Cross Street between Wallace Street and Washtenaw Ave. in the year 2012 construction season; and

WHEREAS, it is necessary to enter into a contract with the Michigan Department of Transportation for the implementation of this project;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the Michigan Department of Transportation Contract No. 12-5258; and

THAT the Mayor and City Clerk are authorized to sign this contract and any change orders, subject to approval by the City Attorney, to facilitate the completion of this work.

OFFERED BY: Council Member Robb
SUPPORTED BY: Council Member Vogt

On a voice vote, the vote to approve Resolution 2012-129 was unanimous.

XII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

~~1. Resolution No. 2012-136, approving the tentative settlement agreement between the City and the Command Officers' Association of Michigan~~
(MOVED TO CLOSED SESSION BEFORE ADJOURNMENT.)

2. Resolution No. 2012-137, adopting the 2012-2013 fee schedule

OFFERED BY: Council Member Jefferson
SUPPORTED BY: Council Member Bodary

On a roll call vote, the vote to approve Resolution No. 2012-137 was as follows:

Council Member Jefferson	Yes	Council Member Vogt	Yes
Council Member Murdock	Yes	Mayor Schreiber	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Bodary	Yes
Council Member Robb	Yes		

VOTE:

Yes: 7 No: 0 Absent: 0 Vote: Carried

3. Resolution No. 2012-133, approving appointments to Boards & Commissions

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the following individuals be appointed to the Boards and Commissions as indicated below:

NAME	BOARD	TERM TO EXPIRE
Kevin Hill (reappointment) **108 Washtenaw #4** **Ypsilanti, MI 48197**	**YDDA**	**7/7/2016**
Karen Maurer (reappointment) **35 S. Summit** **Ypsilanti, MI 48197**	**YDDA**	**7/7/2016**
Rois Savvides **1834 Collegewood** **Ypsilanti, MI 48197**	**YDDA**	**7/7/2015**
Rod Johnson **310 N. Grove** **Ypsilanti, Michigan 48198**	**ZBA (*Planning Commission Appt.*)***	**5/1/2015**

OFFERED BY: Council Member Robb

SUPPORTED BY: Council Member Jefferson

Council Member Robb commented that members are being appointed to the DDA when those members have spoken publicly about being opposed to the DDA.

Council Member Robb commented this is why he took off the consent agenda.

Mayor Schreiber commented that members appointed to the DDA are not opposed to the DDA.

On a roll call vote, the vote to approve Resolution No. 2012-133 was as follows:

Council Member Murdock	Yes	Mayor Schreiber	Yes
Mayor Pro Tem Richardson	Yes	Council Member Bodary	Yes
Council Member Robb	No	Council Member Jefferson	Yes
Council Member Vogt	Yes		

VOTE:

Yes: 6 No: 1 (Robb) Absent: 0 Vote: Carried

XIII. LIASON REPORTS -

A. SEMCOG Update –Mayor Pro-Tem Richardson- Meeting at Ford Field 6-28-12 @ 2:00 p.m.
B. Washtenaw Area Transportation Study-Council Member Murdock-Meeting 6-20-12.
C. Washtenaw Metro Alliance –Council Member Robb- Has not heard back from Conan.
D. Urban Counties-Council Member Bodary- Nothing
E. Freight House-Council Member Murdock- Nothing

XIV. COUNCIL PROPOSED BUSINESS –

Mayor Pro-Tem Richardson commented about work being done on Harriet Street. She asked is the work being done from Perry to Burton Ct. In addition she said the work was nice.

Public Services Director, Stan Kirton, commented that Harriet Street was filled in and cleaned up.

Mayor Pro-Tem Richardson commented that she had attended a prior MML Convention. She said at that convention a planner spoke about a development project that was similar to our Water Street development. She said that OHM brought in a planner, who has now developed the area. Furthermore she stated that a trip has been arranged for any council person who would like to attend and see the developed area in Gahanna, Ohio. She said the date is set for July 13, 2012.

Mayor Pro-Tem Richardson commented a community meeting will be held at 7:00 p.m. at Parkridge Senior Center and will focus on the new voter suppression laws.

Council Member Jefferson asked how the project on Michigan Ave. and Hamilton Street was coming.

Public Services Director, Stan Kirton, commented that the Northwest quad is drawn up and has been sent to MDOT.

Council Member Robb commented he will send correspondence to David Kowal about ordinance enforcement that had been sent to his predecessor in the past.

Council Member Bodary commented that he has communicated with Frank Daniels about code enforcement issues and is waiting to hear back from him.

Council Member Bodary thanked Police Chief Amy Walker, for a fast response time during a break-in, on Emmitt street.

XV. COMMUNICATIONS FROM THE MAYOR –

Mayor Schreiber nominated Tom Roach t o the ZBA Board.

Council Member Jefferson commented that a long time business owner Victor Roach's son has been drafted to play Major League Baseball.

XVI. COMMUNICATIONS FROM THE CITY MANAGER –

XVII. AUDIENCE PARTICIPATION -

There was not audience participation.

XVIII. REMARKS FROM THE MAYOR –

XIX. CLOSED SESSION (ADDED)

1. Resolution No. 2012-136, approving the tentative settlement agreement between the City and the Command Officers' Association of Michigan

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the current collective bargaining agreement ("CBA") between the City and the Command Officers' Association of Michigan ("COAM") expires on June 30, 2012; and

WHEREAS, representatives from the City and the COAM have been negotiating the terms of a new CBA since March of year; and

WHEREAS, the parameters set by general consensus of City Council following several meetings relating thereto were subsequently pursued by City staff during the course of negotiations with the COAM; and

WHEREAS, the proposed Tentative Settlement Agreement ("TSA") between the City and the COAM includes all outstanding issues that were under negotiation; and

WHEREAS, the negotiation teams for the City and the COAM agree to the attached settlement agreement, and have agreed to recommend ratification to their respective principal parties.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council does hereby approve the Tentative Settlement Agreement by and between

the City and the Command Officers' Association of Michigan for the period commencing July 1, 2012 and concluding June 30, 2014, and does hereby further authorize and direct the Mayor and City Clerk to enter into the Tentative Settlement Agreement by and between the City and the Command Officers' Association of Michigan for the period commencing July 1, 2012 and concluding June 30, 2014.

OFFERED BY: Council Member Murdock
SUPPORTED BY: Council Member Robb

On a roll call vote, the vote to adjourn to a closed session per OMA section 8 (c)) was as follows:

Mayor Pro-Tem Richardson	Yes	Council Member Bodary	Yes
Council Member Robb	Yes	Council Member Jefferson	Yes
Council Member Vogt	Yes	Council Member Murdock	Yes
Mayor Schreiber	Yes		

VOTE:

Yes: 7 No: 0 Absent: 0 Vote: Carried

***** City Council returned from a closed session at 9:45 p.m.**

On a roll call vote, the vote to approve Resolution No. 2012-136 was as follows:

Council Member Robb	Yes	Council Member Jefferson	Yes
Council Member Vogt	Yes	Council Member Murdock	Yes
Mayor Schreiber	Yes	Mayor Pro-Tem Richardson	Yes
Council Member Bodary	Yes		

VOTE:

Yes: 7 No: 0 Absent: 0 Vote: Carried

XI. ADJOURNMENT –

Resolution No. 2012-139, adjourning the City Council meeting.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or two (2) members of Council.

On a voice vote the vote to adjourn the City Council meeting was unanimous.

The meeting was adjourned at 9:50 p.m.

Resolution No. 2012 – 146
July 17, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2012-147, approving amendments to the City Code of Ordinances relative to peddler's and solicitors.
   (Ordinance No. 1179) (Second Reading)

2. Resolution No. 2012-148, approving appointments to Boards and Commissions.

3. Resolution No. 2012-149, adopting the Climate Action Plan.

4. Resolution No. 2012-150, approving SRF Bond for the Factory Street Pump Station. ***(Ordinance No. 1180; 940-M)***

5. Resolution No. 2012-151, approving a contract with Washtenaw County for Master Plan and Zoning update.

6. Resolution No. 2012-152 approving City enforcement of MDOT Sidewalk Café standards on trunk lines.

7. Resolution 2012-153, approving the amended CDBG Grant Senior Center Improvements.

8. Resolution 2012-154, recognizing the Friends of the Ypsilanti Police Department as a non-profit organization operating in the City of Ypsilanti.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Resolution No. 2012-147
July 17, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance to amend municipal civil infraction penalties, entitled "AN ORDINANCE TO AMEND CHAPTER 22 OF THE YPSILANTI CITY CODE, ENTITLED "BUSINESSES," SECTION 22-161 'DEFINITIONS'" be adopted on second reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

The City of Ypsilanti

Ordinance No. 1179

AN ORDINANCE TO AMEND THE FOLLOWING SECTIONS OF THE YPSILANTI CITY CODE: CHAPTER 22, ENTITLED "BUSINESSES," SECTIONS 22-161 "DEFINITIONS" AND 22-176 "REQUIRED;" CHAPTER 78, ENTITLED "PARKS AND PUBLIC PROPERTY," SECTION 78-100 "OTHER PROHIBITED ACTIVITIES;" AND TO AMEND AND RETITLE CHAPTER 94, ENTITLED "STREETS, SIDEWALKS AND CERTAIN OTHER PUBLIC PLACES," SECTION 94-191 "MERCHANDISE ON THE SIDEWALKS."

THE CITY OF YPSILANTI HEREBY ORDAINS:

Section 1: Amendments, additions, and deletions to Chapter 22, "Businesses," of the Code of Ordinances, City of Ypsilanti, Michigan.

That Chapter 22, "Businesses," of the Ypsilanti City Code, Section 22-161, "Definitions," be amended as follows:

Sec. 22-161. - Definitions

The following words, terms and phrases when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Peddler means any person who travels by foot, motor vehicle or any other type of conveyance, from place to place, **buying,** selling or offering for **purchase or** sale goods or services.

Solicitor means any person traveling either by foot, motor vehicle or any other type of conveyance, from place to place seeking to obtain orders for the purchase **or sale** of goods or services for future delivery or performance, or seeking donations of money or goods.

***Conducting business* means to manage, direct, lead, have direction, or carry on commercial activity or enterprise for gain, benefit, advantage, or livelihood.**

Sec. 22-176. Required

It shall be unlawful for any **person to conduct business in the public right-of-way, or carry on the business of a** solicitor, peddler, or transient merchant ~~to engage in such business~~ within the corporate limits of the city without first obtaining a license therefor**e** in compliance with the provisions of this article.

That Chapter 78, "Parks and Public Property," of the Ypsilanti City Code, Section 78-100, "Other prohibited activities," be amended as follows:

Sec. 78-100. – Other prohibited activities.

While in a city park, city owned property or open area, no person shall:

(12) Sell, offer to sell, show, hawk, display, or distribute any goods, wares, merchandise or refreshments**, or conduct business of any kind,** without a peddler's license or special events permit.

That Chapter 94, "Streets, Sidewalks and Certain Other Public Places," of the Ypsilanti City Code, Section 94-191, "Merchandise on sidewalks," be retitled and amended as follows:

Sec. 94-191 – Merchandise ~~on the sidewalks~~ in the public right-of-way.

No person shall keep, maintain**,** ~~or~~ sell, **or purchase** ~~on any~~ **in the** public ~~sidewalk~~ **right-of-way**, any goods, wares, or merchandise, vegetables, or fruits, except under license granted by the state liquor control commission, or by permit under article V of chapter 22 of this Code, or by special permit from the city manager.

Section 2. Severability.

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

Section 3. Repeal.

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

Section 4. Savings Clause.

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

Section 5. Copies to be available.

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

Section 6. Publication and Effective Date.

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

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS 19th DAY OF JUNE, 2012.

_____
Paul Schreiber, Mayor

_____
Frances McMullan, City Clerk

Attest

I do hereby confirm that the above Ordinance No. 1179 was published in the Ypsilanti Courier on the 7th day of June, 2012.

_____
Frances McMullan, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting of the City Council held on the 19th day of June, 2012.

_____
Frances McMullan, City Clerk

Notice Published: June 7, 2012

First Reading: June 19, 2012

Second Reading: July 17, 2012

Published: July 26, 2012

Effective Date: August 26, 2012

Resolution No. 2012- 148
July 17, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the following individuals be appointed to the Boards and Commissions as indicated below:

NAME	**BOARD**	**TERM TO EXPIRE**
Tom Roach 912 Pearl Ypsilanti, MI. 48197	Zoning Board of Appeals	5/1/2014

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Statement

Tom Roach Experience:
As a new member of the Zoning Board of Appeals, I would like to summarize my experience: I have been a high-school science teacher in Detroit Public Schools for the past 25 years, and have served two terms on the Huron River Watershed Council. I have been a resident of Ypsilanti for the past 22 years. Prior to teaching, I worked as a technician for the Alaska Dept. of Fish & Game.

Tom Roach Statement of Goals:
I am honored by your request for me to sit on the Zoning Board of Appeals. As a 22 year resident of Ypsilanti, I would like to help the City of Ypsilanti in any way I can. By becoming a member of the Zoning Board of Appeals, I will be able to provide some service as a citizen volunteer. I look forward to attending any available inservice or training to better prepare myself for the responsibilities of the position.

REQUEST FOR LEGISLATION
July 17, 2012

From: Teresa Gillotti, Planner II

Subject: Climate Action Plan Approval

Background
In 2010 the City of Ypsilanti, in collaboration with the Michigan Suburbs Alliance, received a grant from the Michigan Department of Resources and Environment to undertake a climate action planning process.

Since then, the Michigan Suburbs Alliance has let the process including data collection and the development of a greenhouse gas inventory for the city, extensive community participation and outreach, and development of short and long term goals for the City which are included in the plan.

A key feature to the process and the plan is the selection of goals and strategies that have auxiliary benefits (cost savings, community development) as well as reduction in greenhouse gases.

At the June 2012 City Council meeting, Council received a re-introduction to the process. Michigan Suburbs Alliance staff will be presenting the final draft of the Climate Plan at the July 17, 2012 meeting, and requesting adoption, as well as discussion implementation steps.

The final draft of the City of Ypsilanti Climate Action plan with appendices is attached. The file is fairly large, and is available through a link on the website at:
http://cityofypsilanti.com/Government/Departments/PlanningDepartment/CurrentUpcomingPlanningProjects/ClimateActionPlan

RECCOMMENDED ACTION: Approval

ATTACHMENTS:
- City of Ypsilanti Climate Action Plan final draft with appendices (2)
- Resolution

Please contact Teresa Gillotti at tgillotti@cityofyspialnti.com or 734-483-9646 with any questions.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

Resolution No. 2012-149
July 17, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti has applied for and received a 2010 grant from the Michigan Department of Natural Resources and Environment for the development of a Climate Action Plan; and

WHEREAS, The City has engaged Michigan Suburbs Alliance to coordinate and develop the plan on behalf of the City; and

WHEREAS, The development of the plan incorporates a Greenhouse Gas inventory for the City of Ypsilanti, extensive community input, best practices and other related climate and sustainability research;

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council adopts the City of Ypsilanti Climate Action Plan with the intent to works toward achievement of the short and longer goals therein.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE**:**

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

MICHIGAN: Ann Arbor
Detroit • Grand Rapids
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July 9, 2012

Via email and U.S. Mail

Ms. Frances McMullan
City Clerk
City of Ypsilanti
One South Huron Street
Ypsilanti, MI 48197-5453

Re: City of Ypsilanti State Revolving Fund Project
Water Supply and Sewage Disposal System Revenue Bonds, Series 2012

Dear Frances:

As we discussed, I have enclosed an Ordinance authorizing the issuance of the above-captioned Series 2012 Bonds to be considered for approval by the City Council at its meeting on Tuesday, July 17th. The Bonds are to be sold through the Michigan Finance Authority's ("MFA") State Revolving Fund Program scheduled to close on September 18th. The Ordinance authorizes the issuance of the Bonds in an amount not to exceed $2,900,000, which is the maximum bond size for this project. The actual size of the Bond issue will be based on the actual construction bids which have been received for the project.

The Ordinance authorizes the issuance of the Bonds, which are payable from the Net Revenues of the City's Water Supply and Sewage Disposal System. The Bonds will be sold to MMBA and issued in 20 principal installments at an interest rate of 2.50%. This is the same process that the City has followed in past bond issued sold through the MFA State Revolving Fund and Drinking Water Revolving Fund, most recently in 2009. The Bonds are junior in standing as to the Net Revenues with certain prior issues of revenue bonds and of equal standing as to the Net Revenues with the prior issues of junior lien revenue bonds delivered through the State Revolving Fund and Drinking Water Revolving Fund program. The Ordinance also authorizes various City officials to take the necessary actions to execute and deliver the Bonds and all related documents, approve the final size of the Bonds and contains the necessary items required by the

Revenue Bond Act, Act 94 of 1933. The Ordinance is similar in form to prior bond authorizing ordinances adopted by the City Council.

Pursuant to Section 6 of the Revenue Bond Act, the Ordinance may be adopted in one reading, regardless of any contrary provision in the City's charter ordinance procedures. The Ordinance is required to be published once in full in the *Ypsilanti Courier* after its adoption. Upon adoption by the City Council, I would appreciate receiving four (4) certified copies of the Ordinance and three (3) Affidavits of Publication of the Ordinance.

It is our understanding that the Michigan Department of Environmental Quality Order of Approval is expected to be issued around August 27th after the project bids have been received by the City and reviewed by DEQ. There will be a conference call with MFA, MDEQ and YCUA officials on August 15th or 16th to make final arrangements to coordinate the issuance of the Bonds. At that time, the final bond size will be established and we will prepare the necessary documents to be signed by various City officials shortly after that date.

I will be attending the Council meeting on July 17th to answer any questions from the City Council regarding the Ordinance and the Bonds.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: _____
Patrick F. McGow

Enclosures

Cc: (w/ Encl.)
David Kowal, Director of Administrative Services
Marilou Uy, Finance Director
Larry Thomas, YCUA Director
Paul Stauder
John Barr, Esq.

20,296,866.1\099368-00040

CITY OF YPSILANTI

ORDINANCE NO. 940-M

AN ORDINANCE TO PROVIDE FOR THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, EXTENSIONS AND IMPROVEMENTS TO THE EXISTING WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM OF THE CITY; TO PROVIDE FOR THE ISSUANCE AND SALE OF REVENUE BONDS OF JUNIOR AND SUBORDINATE STANDING TO CERTAIN REVENUE BONDS NOW OUTSTANDING TO PAY THE COST THEREOF; TO PROVIDE FOR THE RETIREMENT AND SECURITY OF THE BONDS HEREIN AUTHORIZED; AND TO PROVIDE FOR OTHER MATTERS RELATIVE TO THE SYSTEM AND THE BONDS, PURSUANT TO ORDINANCES NOS. 940, 940-A, 940-B, 940-C, 940-D, 940-E, 940-F, 940-G, 940-H, 940-J, 940-K, 1052 and AMENDED AND RESTATED ORDINANCE NO. 940-I OF THE CITY.

THE CITY OF YPSILANTI ORDAINS:

Section 1. Definitions. Whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:

(a) "Act 94" means Act 94, Public Acts of Michigan, 1933, as amended.

(b) "Authority" means the Michigan Finance Authority.

(c) "Authorized Officers" means the Mayor, the City Manager, City Clerk and the Finance Director of the Issuer.

(d) "Bonds" means the Outstanding Bonds, together with any additional bonds of equal standing with the Outstanding Bonds hereafter issued.

(e) "Issuer" or "City" means the City of Ypsilanti, County of Washtenaw, Michigan.

(f) "Series 2012 Bonds" means the bonds authorized by this Ordinance.

(g) "MDEQ" means the Michigan Department of Environmental Quality.

(h) "Outstanding Senior Bonds" means the Issuer's outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2001 in the outstanding principal amount of $940,000, outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2002A in the outstanding principal amount of $1,100,000, outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2002B in the outstanding principal amount of $280,000, outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2002C in the outstanding principal amount of

$3,535,000, outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2003A in the outstanding principal amount of $1,535,000, outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2003B in the outstanding principal amount of $1,280,000, outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2004A in the outstanding principal amount of $2,270,000 outstanding Water Supply and Sewage Disposal System Revenue Refunding Bonds, Series 2006 in the outstanding principal amount of $9,795,000.

(i) "Outstanding Junior Bonds" means the Issuer's outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2003C in the outstanding principal amount of $520,000, the Issuer's outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2003D in the outstanding principal amount of $3,490,000, the Issuer's outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2004B in the outstanding principal amount of $4,415,000, the Issuer's outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2007 in the outstanding principal amount of $254,000, the Issuer's outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2008 in the outstanding principal amount of $379,000 and the Issuer's outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2009 in the outstanding principal amount of $ 129,000.

(j) "Prior Ordinances" means Ordinances Nos. 940, 940-A, 940-B, 940-C, 940-D, 940-E, 940-H and 1052 authorizing the issuance of the Outstanding Senior Bonds and Ordinances Nos. 940-F, 940-G, 940-J, 940-K, 940-L and Amended and Restated Ordinance 940-I authorizing the Outstanding Junior Bonds.

(k) "Project" means the acquisition and construction of additions, extensions and improvements to the System consisting generally of improvements to the Factory Street Pump Station, together with all necessary appurtenances and attachments therefor as further described in plans prepared by the City's consulting engineers.

(l) "Revenues" and "Net Revenues" means the revenues and net revenues of the System and shall be construed as defined in Section 3 of Act 94, including with respect to "Revenues", the earnings derived from the investment of moneys in the various funds and accounts established by the Prior Ordinances and this Ordinance.

(m) "Series 2012 Bonds" means the Water Supply and Sewage Disposal System Revenue Bond, Series 2012, in the principal amount of not to exceed $2,900,000 issued pursuant to this Ordinance.

(n) "Sufficient Government Obligations" means direct obligations of the United States of America or obligations the principal and interest on which is fully guaranteed by the United States of America, not redeemable at the option of the issuer, the principal and interest payments upon which without reinvestment of the interest, come due at such times and in such amounts as to be fully sufficient to pay the interest as it comes due on the Series 2012 Bonds and the principal on the Bonds as it comes due whether on the stated maturity date or upon earlier redemption. Securities representing such obligations shall be placed in trust with a bank or trust company, and if any of the

Series 2012 Bonds are to be called for redemption prior to maturity, irrevocable instructions to call the Series 2012 Bonds for redemption shall be given to the paying agent.

(o) "System" means Water Supply and Sewage Disposal System of the Issuer, together with the Project, and all additions, extensions and improvements hereafter acquired.

Section 2. Necessity; Approval of Plans and Specifications. It is hereby determined to be a necessary public purpose of the Issuer to acquire and construct the Project in accordance with the plans and specifications prepared by the Issuer's consulting engineers, which plans and specifications are hereby approved. The Project qualifies for the State of Michigan State Revolving Fund financing program being administered by the MDEQ and the Authority, whereby bonds of the Issuer are sold to the Authority and bear interest at a fixed rate of not to exceed two and one-half percent (2.50%) per annum.

Section 3. Costs; Useful Life. The cost of the Project is estimated to be not to exceed Two Million Nine Hundred Thousand Dollars ($2,900,000), including the payment of incidental expenses as specified in Section 4 of this Ordinance, which estimate of cost is hereby approved and confirmed, and the period of usefulness of the Project is estimated to be not less than twenty-five (25) years.

Section 4. Payment of Cost; Bonds Authorized. To pay part of the cost of acquiring the Project, legal, engineering, financial and other expenses incident thereto and incident to the issuance and sale of the Series 2012 Bonds, the Issuer shall borrow the sum of not to exceed Two Million Nine Hundred Thousand Dollars ($2,900,000) and issue the Series 2012 Bonds therefore pursuant to the provisions of Act 94. The remainder of the cost of the Project, if any, shall be defrayed from funds on hand and legally available for such use.

Except as amended by or expressly provided to the contrary in this Ordinance, all of the provisions of the Prior Ordinances shall apply to the Series 2012 Bonds issued pursuant to this Ordinance, the same as though each of said provisions were repeated in this Ordinance in detail; the purpose of this Ordinance being to authorize the issuance of additional revenue bonds of junior and subordinate standing and priority of lien to the Outstanding Senior Bonds and of equal standing and priority of lien as to the Net Revenues with the Outstanding Junior Bonds, to finance the cost of acquiring additions, extensions and improvements to the System, additional bonds of junior and subordinate standing to the Outstanding Senior Bonds for such purpose being authorized by the provisions of the Prior Ordinances, upon the conditions therein stated, which conditions have been fully met.

Section 5. Issuance of Series 2012 Bonds; Details. The Series 2012 Bonds of the Issuer, to be designated **WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM REVENUE BONDS, SERIES 2012,** are authorized to be issued in the aggregate principal sum of not to exceed Two Million Nine Hundred Thousand Dollars ($2,900,000) as finally determined by order of the MDEQ for the purpose of paying the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Series 2012 Bonds. The Series 2012 Bonds shall be payable out of the Net Revenues, as set forth more fully in Section 8 hereof. The Series

2012 Bonds shall be in the form of a single fully-registered, nonconvertible bond of the denomination of the full principal amount thereof, dated as of the date of delivery, payable in principal installments serially as finally determined by the order of the MDEQ at the time of sale of the Series 2012 Bonds and approved by the Authority and an Authorized Officer. Final determination of the principal amount of the Series 2012 Bonds and the payment dates and amounts of principal installments of the Series 2012 Bonds shall be evidenced by execution of a Purchase Contract (the "Purchase Contract") between the Issuer and the Authority providing for sale of the Series 2012 Bonds and the Authorized Officers are authorized and directed to execute and deliver the Purchase Contract when it is in final form and to make the determinations set forth above; provided, however, that the first principal installment shall be due no earlier than October 1, 2013 and the final principal installment shall be due no later than October 1, 2034 and that the total principal amount shall not exceed $2,900,000.

The Series 2012 Bonds shall bear interest at a rate of not to exceed two and one-half percent (2.50%) per annum on the par value thereof or such other rate as evidenced by execution of the Purchase Contract, but in any event not to exceed the rate permitted by law, and the Authorized Officers shall deliver the Series 2012 Bonds in accordance with the delivery instructions of the Authority.

The Series 2012 Bonds principal amount is expected to be drawn down by the Issuer periodically, and interest on principal amount shall accrue from the date such principal amount is drawn down by the Issuer.

The Series 2012 Bonds shall not be convertible or exchangeable into more than one fully-registered bond. Principal of and interest on the Series 2012 Bonds shall be payable as provided in the Series 2012 Bonds form in this Ordinance.

The Series 2012 Bonds shall be subject to optional redemption by the Issuer with the prior approval of the Authority on any interest payment date on or after April 1, 2013 at par.

The Finance Director shall record on the registration books payment by the Issuer of each installment of principal or interest or both when made and the cancelled checks or other records evidencing such payments shall be returned to and retained by the Finance Director.

Upon payment by the Issuer of all outstanding principal of and interest on the Series 2012 Bonds, the Authority shall deliver the Series 2012 Bonds to the Issuer for cancellation.

Section 6. Execution of Series 2012 Bonds. The Series 2012 Bonds shall be signed by the manual signature of the Mayor and countersigned by the manual signature of the City Clerk and shall have the corporate seal of the Issuer impressed thereon. The Series 2012 Bonds bearing manual signatures of the Mayor and the City Clerk sold to the Authority shall require no further authentication.

Section 7. Registration and Transfer. Any Series 2012 Bonds may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the Series 2012 Bonds for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the transfer agent. Whenever any Series 2012

Bonds or Series 2012 Bonds shall be surrendered for transfer, the Issuer shall execute and the transfer agent shall authenticate and deliver a new Series 2012 Bonds or Series 2012 Bonds, for like aggregate principal amount. The transfer agent shall require payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The Issuer shall not be required (i) to issue, register the transfer of or exchange any Series 2012 Bonds during a period beginning at the opening of business 15 days before the day of the giving of a notice of redemption of Series 2012 Bonds selected for redemption as described in the form of Series 2012 Bonds contained in Section 14 of this Ordinance and ending at the close of business on the day of that giving of notice, or (ii) to register the transfer of or exchange any Series 2012 Bonds so selected for redemption in whole or in part, except the unredeemed portion of Series 2012 Bonds being redeemed in part. The Issuer shall give the transfer agent notice of call for redemption at least 20 days prior to the date notice of redemption is to be given.

The transfer agent shall keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Series 2012 Bonds, which shall at all times be open to inspection by the Issuer; and, upon presentation for such purpose, the transfer agent shall, under such reasonable regulations as it may prescribe, transfer or cause to be transferred, on said books, Series 2012 Bonds as hereinbefore provided.

If any Series 2012 Bonds shall become mutilated, the Issuer, at the expense of the holder of the Series 2012 Bonds, shall execute, and the transfer agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Series 2012 Bonds, upon surrender to the transfer agent of the mutilated Series 2012 Bonds. If any Series 2012 Bonds issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the transfer agent and, if this evidence is satisfactory to both and indemnity satisfactory to the transfer agent shall be given, and if all requirements of any applicable law including Act 354, Public Acts of Michigan, 1972, as amended ("Act 354"), being sections 129.131 to 129.135, inclusive, of the Michigan Compiled Laws have been met, the Issuer, at the expense of the owner, shall execute, and the transfer agent shall thereupon authenticate and deliver, a new Series 2012 Bonds of like tenor and bearing the statement required by Act 354, or any applicable law hereafter enacted, in lieu of and in substitution for the Series 2012 Bonds so lost, destroyed or stolen. If any such Series 2012 Bonds shall have matured or shall be about to mature, instead of issuing a substitute Series 2012 Bonds the transfer agent may pay the same without surrender thereof.

Section 8. Payment of Bonds; Security; Priority of Lien. Principal of and interest on the Series 2012 Bonds shall be payable from the Net Revenues. There is hereby recognized the statutory lien upon the whole of the Net Revenues created by this Ordinance which shall be a lien that is of junior standing and subordinate only as to the lien on the Outstanding Senior Bonds created by the Prior Ordinances and any bonds hereafter issued by the City of equal standing and priority of lien with the Outstanding Senior Bonds; such lien to continue until payment in full of the principal of and interest on all Series 2012 Bonds and all Outstanding Junior Bonds payable from the Net Revenues, or until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of all Series 2012 Bonds of a series then outstanding, principal and interest on such Series 2012 Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption

premium, if any. Upon deposit of cash or Sufficient Government Obligations, as provided in the previous sentence, the statutory lien shall be terminated with respect to the Series 2012 Bonds and the holders thereof shall have no further rights under the Prior Ordinances or this Ordinance, except for payment from the deposited funds, and the Series 2012 Bonds shall no longer be considered to be outstanding under the Prior Ordinances or this Ordinance.

Section 9. Junior Lien Bond and Interest Redemption Fund. There has been established and maintained pursuant to Ordinances Nos. 940-F, 940-G, 940-J, 940-K, 940-J and Amended and Restated Ordinance No. 940-I a separate depository fund designated "Junior Lien Bond and Interest Redemption Fund" (the "Junior Lien Fund"), the moneys on deposit therein from time to time to be used solely for the purpose of paying the principal of, redemption premiums (if any) and interest on the outstanding Junior Bonds and any bonds of equal standing with the outstanding Junior Bonds. The moneys in the Junior Lien Fund (including the Junior Lien Reserve Account) shall continue to be kept on deposit with the Transfer Agent.

Out of the Net Revenues remaining in the Receiving Fund after provision has been made for the Operation and Maintenance Fund and only after provision has been made for the Redemption Fund, there shall be set aside monthly in the Junior Lien Fund a sum proportionately sufficient to provide for the payment when due of the current principal of and interest on the Outstanding Junior Bonds and Series 2012 Bonds, less any amount in the Junior Lien Fund representing accrued interest on the Series 2012 Bonds. Commencing on October 1, 2012, the amount set aside each month for interest on the Series 2012 Bonds shall be 1/6 of the total amount of interest on the Series 2012 Bonds next coming due. The amount set aside each month for principal on the Series 2012 Bonds, commencing October 1, 2013 shall be 1/12 of the amounts of principal next coming due. If there is any deficiency in the amounts previously set aside, that deficiency shall be added to the next succeeding months' requirements.

No moneys shall be set aside and credited to the Junior Lien Fund unless and until the City is current with respect to all required transfers to all other funds under the Outstanding Ordinances and there is no default in any payments or requirements under the Outstanding Ordinances.

Section 10. Management. The operation, repair and management of the System and the acquiring of the Project shall continue to be under the supervision and control of the City Council and the Ypsilanti Community Utilities Authority.

Section 11. Rates and Charges; No Free Service. The rates and charges for service furnished by the System and the methods of collection and enforcement of the collection of the rates shall be those in effect on the date of adoption of this Ordinance. No free service or use of the System, or service or use of the System at less than cost, shall be furnished by the System to any person, firm, or corporation, public or private, or to any public agency or instrumentality, including the Issuer and the rate covenant contained in the Outstanding Ordinances relative to the Outstanding Senior Bonds is hereby made specifically not applicable to the Series 2012 Bonds.

Section 12. Junior Lien Bond Reserve Account. There has been created pursuant to Ordinances Nos. 940-F, 940-G, 940-J, 940-K, 940-J and Amended and Restated Ordinance No. 940-I a separate Reserve Account in the Junior Lien Bond and Interest Redemption Fund, as

established pursuant to Section 9 above, entitled "Junior Lien Reserve Account" (the "Account") which is to be additionally funded by an amount equal to the lesser of (a) the highest annual debt service requirements on the Outstanding Junior Bonds and Series 2012 Bonds, (b) 10% of the principal amount of the Outstanding Junior Bonds and Series 2012 Bonds, or (c) 125% of the average annual debt service requirements on the Outstanding Junior Bonds and Series 2012 Bonds. To provide said additional funds for the Account, there shall be deposited into said Account from funds of the System legally available therefor, a sum of moneys sufficient to meet such requirements in twenty (20) equal quarterly payments commencing October 1, 2012 and on each January 1, April 1, July 1 and October 1 thereafter until said Account is fully funded. Except as herein provided, the moneys credited to the Account shall be used solely for the payment of the principal of, redemption premiums (if any) and interest on the Series 2012 Bonds and Outstanding Junior Bonds as to which there would otherwise be a default. If at any time it shall be necessary to use moneys credited to the Account for such payment, then the moneys so used shall be replaced from the Net Revenues first received thereafter which are not required for current principal and interest requirements or used for the Replacement and Improvement Fund. Any deficit in the Account shall be restored within two years to the amount of the Account at the time it was used for such payment.

Section 13. Bond Proceeds. The proceeds of the sale of the Series 2012 Bonds as received by the Issuer shall be deposited in a separate account in a bank or banks qualified to act as depository of the proceeds of sale under the provisions of Section 15 of Act 94 designated WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM REVENUE BONDS CONSTRUCTION FUND (the "Construction Fund"). Moneys in the Construction Fund shall be applied solely in payment of the cost of the Project and any engineering, legal and other expenses incident thereto and to the financing thereof.

Section 14. Bond Form. The Series 2012 Bonds shall be in substantially the following forms, with such changes or completion as necessary or appropriate to give effect to the intent of this Ordinance:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF WASHTENAW

CITY OF YPSILANTI

WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM
REVENUE BOND, SERIES 2012

REGISTERED OWNER:	Michigan Finance Authority
PRINCIPAL AMOUNT:	Two Million Nine Hundred Thousand Dollars ($2,900,000)
DATE OF ORIGINAL ISSUE:	September 18, 2012

The CITY OF YPSILANTI, County of Washtenaw, State of Michigan (the "City"), acknowledges itself to owe and for value received, hereby promises to pay, but only out of the hereinafter described Net Revenues of the City's Water Supply and Sewage Disposal System (hereinafter defined), to the Michigan Finance Authority (the "Authority"), or registered assigns, the Principal Amount shown above, or such portion thereof as shall have been advanced to the City pursuant to a Purchase Contract between the City and the Authority and a Supplemental Agreement by and among the City, the Authority and the State of Michigan acting through the Department of Environmental Quality, in lawful money of the United States of America, unless prepaid or reduced prior thereto as hereinafter provided.

During the time funds are being drawn down by the City under this bond, the Authority will periodically provide to the City a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the City of its obligation to repay the outstanding Principal Amount actually advanced (subject to any principal forgiveness as provided for in Schedule A), all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this bond.

The Principal Amount shall be payable on the dates and in the annual principal installment amounts set forth in Schedule A attached hereto and made a part hereof, as such Schedule may be adjusted if less than $2,900,000 is disbursed to the City or if a portion of the Principal Amount is prepaid as provided below, with interest on said principal installments from the date each said installment is delivered to the holder hereof until paid at the rate of two and one-half percent (2.50%) per annum. Interest is first payable on April 1, 2013, and semiannually thereafter and principal is payable on the first day of October commencing October 1, 2014 (as identified in the Purchase Contract) and annually thereafter.

Notwithstanding any other provision of this bond, as long as the Authority is the owner of this bond, (a) this bond is payable as to principal, premium, if any, and interest at The Bank of

New York Mellon Trust Company, N.A. or at such other place as shall be designated in writing to the City by the Authority (the "Authority's Depository"); (b) the City agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this bond in immediately available funds at 12:00 Noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise in the event that the Authority's Depository has not received the City's deposit by 12:00 Noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to receive the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this bond shall be given by the City and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

Additional Interest

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the City's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the City shall and hereby agrees to pay on demand only the City's pro rata share (as determined by the Authority) of such deficiency as additional interest on this bond.

For prompt payment of principal and interest on this bond, the City has irrevocably pledged the revenues of the Water Supply and Sewage Disposal System of the City, including all appurtenances, extensions and improvements thereto (the "System"), after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and a statutory lien thereon is hereby recognized and created, which is of junior standing and subordinate as to the prior lien established in favor of the City's Water Supply and Sewage Disposal System Revenue Bonds, Series 2001, Water Supply and Sewage Disposal System Revenue Bonds, Series 2002A, Water Supply and Sewage Disposal System Revenue Bonds, Series 2002B, Water Supply and Sewage Disposal System Revenue Bonds, Series 2002C, Water Supply and Sewage Disposal System Revenue Bonds, Series 2003A, Water Supply and Sewage Disposal System Revenue Bonds, Series 2003B, Water Supply and Sewage Disposal System Revenue Bonds, Series 2004A and Water Supply and Sewage Disposal System Revenue Refunding Bonds, Series 2006 (together the "Outstanding Senior Bonds") and any additional bonds hereafter issued by the City of equal standing and priority with the Outstanding Senior Bonds. The Bonds of this issue are of equal standing and priority of lien as to the Net Revenues with the City's Water Supply and Sewage Disposal System Revenue Bonds, Series

2003C, the City's Water Supply and Sewage Disposal System Revenue Bonds, Series 2003D, the City's Water Supply and Sewage Disposal System Revenue Bonds, Series 2004B, the City's Water Supply and Sewage Disposal System Revenue Bonds, Series 2007, the City's Water Supply and Sewage Disposal System Revenue Bonds, Series 2008 and the City's Water Supply and Sewage Disposal System Revenue Bonds, Series 2009 (collectively, the "Outstanding Junior Bonds") and any additional bonds hereafter issued by the City of equal standing and priority with the Outstanding Junior Bonds.

This bond is a single, fully-registered, non-convertible bond in the principal sum indicated above issued pursuant to Ordinances Nos. 940, 940-A, 940-B, 940-C, 940-D, 940-E, 940-F, 940-G, 940-H, 940-J, 940-K, 940-L, 940-M, 1052 and Amended and Restated Ordinance 940-I duly adopted by the City Council of the City, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended, for the purpose of paying the cost of acquiring and constructing additions, extensions and improvements to the System.

Principal installments of this bond are subject to prepayment by the City prior to maturity only with the prior written consent of the Authority and on such terms as may be required by the Authority.

For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of prior standing may hereafter be issued and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above-described Ordinances.

This bond is a self-liquidating bond, payable, both as to principal and interest, solely and only from the Net Revenues of the System. The principal of and interest on this bond are secured by the subordinate statutory lien hereinbefore mentioned. This bond and the interest thereon is not an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation.

The City has covenanted and agreed, and does hereby covenant and agree, to fix and maintain at all times while any bonds payable from the Net Revenues of the System shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the interest upon and the principal of the bonds of this issue, the Outstanding Senior Bonds and any additional bonds of equal standing with the Outstanding Senior Bonds and Outstanding Junior Bonds, as and when the same shall become due and payable, and to create and maintain a bond redemption fund (including, a junior lien bond reserve account) therefor, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by said Ordinances.

This bond is transferable only upon the books of the City by the registered owner in person or the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the transfer agent, duly executed by the registered owner or the registered owner's attorney duly authorized in writing,

and thereupon a new bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance authorizing the bonds, and upon payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of this bond have been done and performed in regular and due time and form as required by law.

IN WITNESS WHEREOF, the City, by its City Council has caused this bond to be executed with the manual signatures of its Mayor and its City Clerk and the corporate seal of the City to be impressed hereon, all as of the Date of Original Issue.

CITY OF YPSILANTI

By: _____
Mayor

(Seal)

Countersigned:

By: _____
City Clerk

DEQ Project No.: 5501-01
DEQ Approved Amt: $2,900,000

SCHEDULE A

Based on the schedule provided below unless revised as provided in this paragraph, repayment of principal of the bond shall be made until the full amount advanced to the City is repaid. In the event the Order of Approval issued by the Department of Environmental Quality (the "Order") approves a principal amount of assistance less than the amount of the bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the City and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order, (2) that less than the principal amount of assistance approved by the Order is disbursed to the City by the Authority or (3) that any portion of the principal amount of assistance approved by the Order and disbursed to the City is forgiven pursuant to the Order, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the City.

Due Date	Amount of Principal Installment Due
October 1, 2014	$115,000
October 1, 2015	115,000
October 1, 2016	120,000
October 1, 2017	120,000
October 1, 2018	125,000
October 1, 2019	130,000
October 1, 2020	130,000
October 1, 2021	135,000
October 1, 2022	140,000
October 1, 2023	140,000
October 1, 2024	145,000
October 1, 2025	150,000
October 1, 2026	155,000
October 1, 2027	155,000
October 1, 2028	160,000
October 1, 2029	165,000
October 1, 2030	170,000
October 1, 2031	175,000
October 1, 2032	175,000
October 1, 2033	180,000

Interest on the bond shall accrue on that portion of principal disbursed by the Authority to the City which has not been forgiven pursuant to the Order from the date such portion is disbursed, until paid, at the rate of 2.50% per annum, payable April 1, 2013, and semi-annually hereafter.

The City agrees that it will deposit with the Authority's Depository, or such other place as shall be designated in writing to the City by the Authority payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.

Section 15. Bondholders' Rights; Receiver. The holder or holders of the Bonds representing in the aggregate not less than twenty per cent (20%) of the entire principal amount thereof then outstanding, may, by suit, action, mandamus or other proceedings, protect and enforce the statutory lien upon the Net Revenues of the System, and may, by suit, action, mandamus or other proceedings, enforce and compel performance of all duties of the officers of the Issuer, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of the Revenues of the System and the proper application thereof. The statutory lien upon the Net Revenues, however, shall not be construed as to compel the sale of the System or any part thereof.

If there is a default in the payment of the principal of or interest upon the Series 2012 Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the Issuer and under the direction of the court, and by and with the approval of the court to perform all of the duties of the officers of the Issuer more particularly set forth herein and in Act 94.

The holder or holders of the Series 2012 Bonds shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Bonds and the security therefor.

Section 16. Negotiated Sale; Application to MDEQ, Department of Treasury and Authority; Execution of Documents. The City Council determines that it is in the best interest of the Issuer to negotiate the sale of the Series 2012 Bonds to the Authority because the State Revolving Fund financing program provides significant interest savings to the Issuer compared to competitive sale in the municipal bond market. The Authorized Officers are hereby authorized to make application to the Authority and to the MDEQ for placement of the Series 2012 Bonds with the Authority. The Authorized Officers are authorized to execute and deliver the Purchase Contract and the Supplemental Agreement among the Issuer, the Authority and MDEQ. The Authorized Officers are further authorized to execute and deliver such contracts, documents and certificates as are necessary or advisable to qualify the Series 2012 Bonds for the State Revolving Fund. In the event of a sale of the Series 2012 Bonds to the Authority, an Authorized Officer is hereby authorized to make such changes to the form of Series 2012 Bonds contained in Section 14 of this Ordinance as may be necessary to conform to the requirements of 1985 PA 227 ("Act 227"), including, but not limited to changes in the principal maturity and interest payment dates and references to additional security required by Act 227. In the event the Series 2012 Bonds are sold to the Authority, the taxes collected by the State of Michigan and returned to the Issuer may be pledged for payment of the Series 2012 Bonds, and an Authorized Officer is further authorized to negotiate, execute and deliver an agreement with the Authority for payment of such taxes to the Authority or to a trustee as provided in Section 23 of Act 227. The Authorized Officers are each authorized and directed to file such applications and other documents with the Michigan Department of Treasury so as to secure approval of the issuance of the Bonds from said Department.

Section 17. Covenant Regarding Tax Exempt Status of the Bonds. The Issuer shall, to the extent permitted by law, take all actions within its control necessary to maintain the exemption of the interest on the Series 2012 Bonds from general federal income taxation (as opposed to any alternative minimum or other indirect taxation) under the Internal Revenue Code

of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of Series 2012 Bonds proceeds and moneys deemed to be Bond proceeds.

Section 18. Approval of Bond Counsel. The representation of the Issuer by Miller, Canfield, Paddock and Stone, P.L.C. ("Miller, Canfield"), as bond counsel is hereby approved, notwithstanding the periodic representation by Miller, Canfield in unrelated matters of other parties, including the Authority, and potential parties to the borrowing.

Section 19. Approval of Bond Details. The Authorized Officers are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 7a(1)(c) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment and other matters.

Section 20. Repeal; Savings Clause. All ordinances, resolutions or orders, or part thereof, in conflict with the provisions of this Ordinance, are, to the extent of such conflict, repealed.

Section 21. Severability; Paragraph Headings; and Conflict. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be part of this Ordinance.

Section 22. Publication and Recordation. This Ordinance shall be published in full in the ***Ypsilanti Courier***, a newspaper of general circulation in the Issuer qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the Issuer and such recording authenticated by the signatures of the Mayor and City Clerk.

Section 24. Effective Date. This Ordinance shall be effective upon its adoption.

ADOPTED AND SIGNED THIS 17th DAY OF JULY, 2012.

Signed: _____
Mayor

Signed: _____
City Clerk

I HEREBY CERTIFY that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Ypsilanti, County of Washtenaw, Michigan, at a regular meeting held on the 17th day of July, 2012, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

I further certify that the following Members were present at said meeting: _____

_____

_____

and that the following Members were absent: _____.

I further certify that Member _____ moved for adoption of said Ordinance, and that said motion was supported by Member _____.

I further certify that the following Members voted for adoption of said Ordinance: _____

_____

and that the following Members voted against adoption of said Ordinance: _____.

I further certify that said Ordinance has been recorded in the Ordinance Book and that such recording has been authenticated by the signatures of the Mayor and City Clerk.

_____
City Clerk

20,296,317.1\099368-00040

REQUEST FOR LEGISLATION
July 17, 2012

From: Teresa Gillotti, Planner II

Subject: Master Plan and Zoning Revision contract with Washtenaw County

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Background
Since 2008 City Council has identified during goal setting the need for revisions to the City's Master Plan as well as revisions to the zoning ordinance to meet the current, changing character of the city as it moves from an industrial-based economy to one that can support small businesses, a variety of housing types, and opportunity for its residents.

In collaboration with the Washtenaw County Community Challenge grant application, the city has been awarded $180,000 for a master plan revision and zoning ordinance rewrite over 30 months. Of that amount $30,000 to $45,000 will be spent on staff to support the process, leaving the remainder available for contractual services (see attached Request for Proposals draft).

The revisions will include:

- Transit Oriented Development for Depot Town and the Washtenaw Avenue Corridor
- Housing typology study looking for areas for in-fill, market strength, and potential for increased density
- Development of a plan that can be flexible with the changing needs of the community
- Change to form-based or a hybrid zoning ordinance that will be more flexible, and less restrictive for businesses and residents alike

Attached is the contract with Washtenaw County, a brief workplan with major milestones, as well as a draft RFP.

Comments and questions can be directed to Teresa Gillotti at tgillotti@cityofypsilanti.com or 734-483-9646.

RECCOMMENDED ACTION: Approval

ATTACHMENTS:

- Washtenaw County contract
- Draft Master Plan/Zoning ordinance Request for Proposals (RFP)
- Resolution

Please contact Teresa Gillotti at tgillotti@cityofyspialnti.com or 734-483-9646 with any questions.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

Resolution No. 2012- 151
July 17, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The Ypsilanti City Council has repeatedly identified the need to revise the City's Master Plan and zoning ordinance; and

WHEREAS, Washtenaw County, in cooperation with the City, applied for and received the HUD Community Challenge grant with $180,000 designated for the City of Ypsilanti to revise the Master Plan and zoning ordinance;

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council approve the attached contract between the City of Ypsilanti and Washtenaw County for development of Master Plan and zoning ordinance revision over 30 months; and

FURTHER, that the Mayor and City Clerk are authorized to sign the contract to approval by the City Attorney

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

SERVICE CONTRACT (CR#

AGREEMENT is made this _____ day of July, 2012, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County") and ***the City of Ypsilanti,*** located at ***One South Huron Street, Ypsilanti, Michigan 48197*** ("Contractor").

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

ARTICLE I - SCOPE OF SERVICES

This Contract is component to the Washtenaw County HUD Office of Sustainable Community Challenge Cooperative Agreement (CCPMI0057-11).

The Contractor will complete and adopt a community master plan incorporating public outreach and sustainability goals, and implementation through amendments to the City Zoning Ordinance. This work will be conducted through engagement of consultants and/or by Contractor staff.

This work will be conducted consistent with the approved Work Plan provide in Exhibit A, which may be amended, and consistent with all applicable program guidelines, including:

- FY 2011 HUD Office of Sustainable Housing and Communities Community Challenge Planning Grant Notice of Funding Availability (FR-5500-N-33).
- HUD Office of Sustainable Housing and Communities Program Policy Guidance.
- OMB Circulars A-187, A-133 and A-102, which is incorporated into 24 CFR Part 85.
- Approved HUD Logic Model
- All other Grant Terms and Conditions.
- Some Terms and Condition excerpts are summarized here as they may be particularly applicable to this Contract:
    - HUD's Office of Sustainable Housing and Communities Substantial Involvement which includes, but is not limited to:
        - Review of potential amendment recommendations to the study/process design and/or workplan
        - Review and recommendations in response to semi-annual progress reports (e.g. amendments to the study/process and/or work plan based on preliminary results)
        - Review and provide recommendations on the final report/study, including final interpretation of results.
        - Review and approval of one stage of work before another can begin.
        - Monitoring to permit specified kinds of direction or redirection of the work because of interrelationships with other projects.
        - Implementing HUD requirements which limit recipient discretion.
    - HUD and Washtenaw County reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others use the copyright in any work developed under this contract.
    - These Federal Funds may not be used to pay or to provide reimbursement for payment of the salary of a consultant at a rate more than the equivalent General Schedule 15, Step 10 Base Pay Rate.
    - Interim and final reports may not be published for a period of sixty days after acceptance of the deliverables by HUD and shall include prescribed disclaimer and acknowledgement.
    - Social media releases must be coordinated with HUD.

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an amount not to exceed ***$180,000.***

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The Contractor agrees to provide documented match funds to this project in an amount no less than $20,000. Match funds can be comprised of cash contributions or in-kind services.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the Washtenaw County Office of Community and Economic Development Director or her designee and will cooperate and confer with her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable**,** the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on ***May 1, 2012*** and ends on ***January 31, 2015****.*

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

To the extent permitted by law, the contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or

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any sub-contractor. Nothing herein constitutes a waiver of governmental immunity or other lawful defense.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

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

2. Commercial General Liability Insurance with a combined single limit of $1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.

3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of $1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: Office of Community and Economic Development & CR#_____, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

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

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of

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Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI – DEBARMENT AND SUSPENSION

By signing this Contract, Contractor assures the County that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;

2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and ;

4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

ARTICLE XII – LOBBYING

By signing this contract, Contractor assures the County that it will comply with Section 1352, Title 31 of the U.S. Code (pertaining to not using federal monies to influence federal contracting and financial transactions). The Contractor assures the County that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, Disclosure of Lobbying Activities," in accordance with its instructions;

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3. This language shall be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

ARTICLE XIII - DRUG-FREE WORKPLACE

Grantees Other Than Individuals

A. As required by the Drug-Free Workplace Act of 1988, the Contractor assures the County that it will or will continue to provide a drug-free workplace by:
    a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    b) Establishing an on-going drug-free awareness program to inform employees about—
        1) The dangers of drug abuse in the workplace;
        2) The grantee's policy of maintaining a drug-free workplace;
        3) Any available drug counseling, rehabilitation, *and* employee assistance programs; and
        4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
    c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
    d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
        1) Abide by the terms of the statement; and
        2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
    e) Notifying the County, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the County;
    f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
        1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
        2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
    g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988:

A. As a condition of the grant, the Contractor assures the County that it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, the Contractor agrees to report the conviction, in writing, within 10 calendar days of the conviction, to the County.

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ARTICLE XIV - FEDERAL PROCUREMENT STANDARDS

The Contractor assures the County that it will follow federal procurement standards as described in the Code of Federal Regulations section 2 CFR Part 215.4 when procuring goods or services with federal funds to insure that procurement decisions are made ethically and with free and open competition among those providing the goods or services.

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either $11.05 per hour with benefits or $ 12.96 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2012 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVII - EQUAL ACCESS

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

ARTICLE XVIII - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

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ARTICLE XIX - ASSIGNS AND SUCCESSORS

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

ARTICLE XX - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XXI - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XXII- PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XXIII- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXIV - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXV - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ATTESTED TO:

By:_____
Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY

By:_____
Verna J. McDaniel (DATE)
County Administrator

APPROVED AS TO CONTENT:

By:_____
Mary Jo Callan (DATE)

CITY OF YPSILANTI (CONTRACTOR)

By:_____
Paul Schreiber, Mayor (DATE)

APPROVED AS TO FORM:

By:_____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

By:_____
Frances MacMullen, Clerk (DATE)

By:_____
John Barr, City Attorney (DATE)

Exhibit A: Approved Work Plan

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City of Ypsilanti
2014 MASTER PLAN
REQUEST FOR PROPOSALS
Date Released (approx: July 27, 2012)
Funds available: $135,000 - $150,000

INTRODUCTION
The City of Ypsilanti is a small, dense urbanized community comprising 4.5 square miles within 15 miles of Detroit Metro airport and about 10 miles from Ann Arbor. It is the second city to incorporate in the State of Michigan, and has the 5th largest historic district in the state. The historic character is a wonderful complement for a youthful population – more than 35% of which is aged 18-24 due to the presence of Eastern Michigan University, as well as the proximity to the University of Michigan. Ypsilanti's population density is one of the highest in Washtenaw County, at roughly 6.4 people per acre. The land area is completely built out, and opportunities for growth are primarily in the form of redevelopment. Approximately 40% of the land area is in use by non-profits with Eastern Michigan University the largest owner of land in the City.

Ypsilanti has two downtowns, Historic Downtown Ypsilanti, located at the end of the old plank portion of the Chicago Road connecting Detroit to Chicago. Depot Town grew up around the regional and inter-urban railroads in the region. Ypsilanti has a strong automotive history which is still on display at the Automotive Heritage Museum, Ypsilanti Fire Museum and the Ypsilanti Historical Society. The Hudson and Tucker were both developed and produced in Ypsilanti.

The decline of the automotive industry and manufacturing has had a great impact on the City. Since 2001 Ypsilanti lost close to 1,600 manufacturing jobs; considering the City's population at that time was 22,362 that represent 7% of the total population. The challenges of this include a loss in property value, and personal property and large vacancies, or underutilized industrial space. Currently, the largest taxpayers in Ypsilanti are rental property owners. Remaking the economy in Ypsilanti has focused on small business development. Ypsilanti maintains low barriers of entry for new businesses, and is used to entrepreneurs starting up businesses and opening storefronts. However, new construction is still stymied in general and more so in Michigan.

Economic development efforts in Ypsilanti have been focused on placemaking. Walkability, public transit, and work toward securing commuter train service on the Ann Arbor to Detroit Line have all been transportation goals. Current efforts toward a regional transit authority may replace the City's existing service contracts with the AATA. The City's recreational programming ended in 2004, so local "friends" groups have been supporting such facilities as the Rutherford Pool, Senior Center, Parkridge Park, and are working towards completing renovation and opening the Historic Freighthouse in Depot Town. Summer events continue to provide a draw in the region, and more recent efforts such as the Shadow Art Fair, Krampus Festival and Mittenfest connect with the growing arts and music communities. A growing reputation among foodies also has helped Ypsilanti secure its place as both an everyday and destination restaurant and entertainment area in the region.

The positive changes in the community – rehabilitation in Downtown, Depot Town and along West Cross at the front door of EMU belie the financial challenges of the community. Ongoing efforts to battle the existing blight, maintain code enforcement levels as well as policing continue to be a challenge. Additionally, the diversity of the population doesn't reflect equity, as the minority populations suffer from higher unemployment and poverty rates as well as less educational attainment. Ypsilanti and

Ypsilanti Township receive the majority of human services support from Washtenaw County and provide the vast majority of affordable housing the county.

Ypsilanti has also been a leader in civil rights, as the first City in Michigan to pass a living wage ordinance and adopt an ordinance banning discrimination in housing, employment and public accommodation based on sexual orientation, gender identity/transgender status or body weight. The U.S. Census analysis of 2010 population data ranked Ypsilanti as one of the top 5 Michigan Cities for gay couples.

With all these challenges and opportunities, the City of Ypsilanti intends to begin a multi-year process to develop a new City's Master Plan and zoning ordinance with an emphasis on policy goals, flexibility and meeting local and regional goals and building on the existing character, energy and dedication of the community at large.

PROJECT DESCRIPTION

The City is hoping to engage a firm to coordinate and develop a new Master Plan, followed by a revised zoning ordinance over the course of 30 months (see attached workplan). The City received funding through Washtenaw County's successful HUD Sustainability Grant. The aforementioned workplan includes HUD approved milestones for the project, and should be considered in your proposed schedule.

The City of Ypsilanti's previous master plan from 1998 was a status quo plan that made assumptions common in many Master Plans, in this case, that industrial users would be maintained. A later Cross Street Neighborhood Improvement plan encouraged downzowning in near campus neighborhoods with sizable housing stock, made the conversion into fewer units and/or single family financially infeasible since the housing crisis. While regional and global economic factors cannot be predicted or managed in the master planning process, the City is looking for a different approach to this master plan, one that focuses on long-standing core values and characteristics to guide long-term decisions related to land use, housing, transportation, equity, and overall community sustainability including quality of life and opportunity for all of Ypsilanti's current and future residents.

After reviewing many recent local plans, the City is requesting that potential consultants set aside their existing templates, and consider new approaches to a hybrid policy/land-use plan for the City of Ypsilanti. It is important to the Planning Commission that this document be grounded in real opportunity and not suffer from boosterism or glossing over real issues to be addressed in the community. To assist in communicating some of the ideas for this, the Planning Commission's Master Plan Update Committee has put together a reading list for reference:

- 1974 Policy Plan for the City of Cleveland
- 1972 – Ypsilanti 1 – alternative futures

Comment [AU1]: Include Grand Rapids? Other cities outside of Michigan?

In addition to meeting the requirements of the Michigan's Planning Enabling Act, PA 33 of 2008, the Planning Commission intends for this document to include the following analysis and recommendations:

- Development of overarching "values" section that reflect community goal and character that can be used to guide decision making in the future which may include:
    - Accessibility, conservation and celebration of natural resources, commitment to transportation options, Availability of quality housing of various types and located in various areas of the City; further encouraging a diverse and tolerant community
- Integrate TOD planning principals into area plans for Depot Town, a former train Depot and future location of the Ann Arbor to Detroit Commuter Rail stop as well as Washtenaw Avenue Corridor TOD efforts around improved transit service and accessibility to transportation options

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- Development of a housing typology study in the master plan to further integrate affordable housing throughout the community as well as plan for a variety of housing options. The typology will include both descriptive characteristics of areas of the city, as well as a market study to identify which areas can support new or expanded housing types. This typology will inform zoning revisions
- Specific recommendation for Huron River frontages – allowing, when appropriate, public access, public views, slope stabilization and other relevant recommendations
- Area plans for the following segments (with likely related zoning revisions):
    - Lefurge, Huron River Drive, Railroad Street
    - Forest, Rice, Depot Town, Lincoln Street, Park, Grove, Prospect (to Michigan Ave) -0 including Depot Town TOD
    - Spring/Factory/Harriet street and environs, including Water Works park, Chidester area.
    - Downtown and Water Street
    - East Michigan and Ecorse

The Planning Commission had not expected to have the funding to undertake a full re-write of the Master Plan originally, so had been working on incremental changes over the past few years. These efforts/ideas/community engagement need to be incorporated into the process and plan. AS well, much of the data collection and community engagement must be utilized in this process. These recent efforts include:

- DDA Blueprint for Downtown (2008)
- Non-Motorized transportation plan 2010
- South of Michigan Community Needs Assessment 2011
- Climate Action plan (draft) 2012
- Parks and Recreation Master Plan (in progress 2012)
- 1998 Master plan review matrix
- 1998 demographics update (2011-2012)
- AATA draft 5 year plan (2012)gyi
- Washtenaw County Affordable Housing Needs Assessment (2007)
- 2035 Long Range Transportation Plan for Washtenaw County
- ReImagine Washtenaw Avenue
- Washtenaw County Comprehensive Plan (2004)
- Eastern Michigan University Capital Improvements Plan
- DDA downtown development plan (include drawings for increased density downtown)
- Cross Street Neighborhood Improvement Plan

Engagement approach to the hybrid plan

The Planning Commission has a small master plan update committee currently. It is expected that a Steering Committee will be formed while the RFP is out to the public. The Commission is interested in potential firms proposing a structure for creating the plan that generally follows this process:

1- Development of Steering committee who works on draft for values/overarching policy
2- Development of outreach/participation strategy
3- Convene work and stakeholder groups for focus areas to develop area/topic strategies and content per outreach and engagement strategy (Planning Commissioners serving leadership roles)

The Master Plan must ultimately provide a set of implementation strategies that focus on the general policies and specific tasks the Township must undertake to realize the visions and goals recognized

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through the master planning process. The development of the Master Plan will be accomplished through meaningful and thorough research, a comprehensive public participation process, and the utilization of various pools of talent including professional consultants, Township staff, volunteers from the community, the support of the professionals in neighboring communities, and various outside agencies.

CONSULTANT(S)' ROLE

At the point of selection, an Executive Steering Committee will be established to oversee and guide the entire planning process. The consultant will work closely with the Executive Steering Committee to define the details of the process and a specific timeline for all aspects of the master planning process. Throughout the process the consultant will work closely with the Planning Department to: conduct background research, plan and facilitate various elements of the public participation process, provide updates on the process for the community using a variety of techniques social media and other web-based and cell phone based media, and draft all components of the Master Plan document including various maps, charts, tables, and other graphics. The consultant will be responsible for reporting to the Planning Commission and ultimately preparing the final draft of the Master Plan document to be presented to the Ypsilanti City Council for and the Planning Commission. It is expected that the consultant will continue to support the resulting Master Plan and the City in the future as needs may arise.

CITY STAFF ROLE:

City staff will help assist consultants on the steering committee, with communications, and with development of sections of the plan. Those elements will need to be incorporated into the drafts. This is based on recent past work and familiarity with current and complementary plans.
These sections will include:

- Community Profile
- Housing typology data scrubbing, initial analysis over 10 years including
  - Age of housing
  - Rental units/sizes
  - Tenure (rental vs. owner-occupied)

  This will not include market analysis for potential housing products/types/and supporting geographies
- Existing Land use Inventory
- Existing zoning use analysis
- Washtenaw Area Plan, with TOD considerations of nodes/links per the Reimagine Washtenaw Project
- Transportation section incorporating City's existing non-motorized plan, AATA long range and 5 year plan, WATS long range planning.

PROCESS COMPONENTS

- Background research will, at a minimum, consist of the documents listed above and will include analysis of housing data for the housing typology analysis (some featured in the South of Michigan Community Needs Assessment) as available in the City Assessor's database (10+ years of parcel data) and will be managed by City Staff
- Public Participation – the outreach strategy (to be proposed by the consultant) should include a variety of means for garnering participation through meetings, online, and in-person. Special attention should be paid to individuals and groups that are not typically represented in planning

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processes. In the case of the City, this is includes, seniors, youth, EMU students, low-income individuals, those with accessibility concerns as well as representing racial and ethnic diversity. The committee desires a strategy that includes formats including online, and other social media strategies in addition to more traditional participation. Strategies should be creative and reflect the diversity of the city's population.

- Presentations - In accordance with PA 33, of 2008, the Planning Commission and the City Council are required to take action at various points in the Master Planning process. Presentations will be made to each body prior to each action. The stage in the process and progress will determine the scope of these presentations. The planning staff will provide regular reports to the Planning Commission.

Comment [AU2]: confirm this with HUD timeline

PLAN COMPONENTS
The following are the minimum components that must be included in the Master Plan.

Community Profile
Prepare a comprehensive profile of the City including history, location, demographics, and general physical characteristics of the City

Inventory
Create an inventory of existing land uses; existing policies including the current and future land use plans; community assets; elements of the built environment; natural resources; and an analysis of the implementation of past plans.

Values/Policy
This component of the plan reflect the character and values of the community, and provide the overarching approach to land use, housing, transportation, community and economic development, natural resources (Huron River in particular) long-term sustainability, and other relevant choices for this community for the next 20 years which will be dynamic in more new ways. These are the guiding principles and should be the default considerations when there are future decisions including any request for modification from the plan, etc.

Land Use
Existing Land Use -This component of the plan should include an inventory of existing land use and a detailed analysis of how and why the existing land use has come to be, including historic development patterns, past policies, and regulations such as Comprehensive Plans and the Zoning Ordinance.

Future Land Use - Previous FLU maps have not aged well, the committee is looking for means to provide an idea of future land use. However, t his map/plan should reflect proposed transportation networks, housing, economic development strategies, and the relationship between various land uses. The future land use component of the plan should focus on innovative ways to encourage infill, provide for mixed-use developments, encourage adaptive reuse, provide for alternative modes of transportation, protect existing character, support the vision for the future character, and protect natural features.

Focused development areas

- Leforge/HRD – Railroad./ - Motorwheel – Depot Town/Lincoln – to Marsh Plating - Sunshine Marina to (Boys and Girls Club) (split it in two with the River (Depot Town))
- Depot TOD
- Spring/Factory/WW/Harriet/Armstrong (Parkridge Center…)includes Bell Kramer

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- Downtown/Water Street
- E. Michigan /Ecorse
- River adjacent properties – special provisions?

Transportation Plan

The Transportation Plan must recognize commuter patterns, existing and proposed land uses and the relationship to Eastern Michigan University, as well as other communities. Particular attention as to how land use and transportation alternatives and options related to EMU must be included. The recently completed (2010) Non-Motorized Transportation plan will provide the majority of information on transportation alternatives and should be updated and included.

Preparing this portion of the plan must include collaboration and coordination with WATS, neighboring communities, AATA, MDOT, and regional planning agencies such as the Southeastern Michigan Council of Governments and Washtenaw County Planning.

Housing

As alluded to above, the City has a variety of neighborhoods and housing typologies while also providing a large percentage of the county's affordable housing. The plan should include an existing housing typology plan and recommend opportunities for diversifying housing products, increasing density, when appropriate, maintaining historic building stock, providing new mixed use opportunities that include housing, and reintegrating neighborhoods based on the availability of housing options

Consideration should also be given to alternative energy technologies and sustainable development practices for existing and future housing developments and the potential need for expanded amenities in existing neighborhoods. Identification of neighborhood areas (not necessarily by neighborhood associations) into market areas is desired, with recommendations by market, for infill, conversion or expansion opportunity by housing product type.

Areas of particular interest in this study include:

- Near Campus neighborhoods (Midtown/Riverside), other expected mid-market areas (East Prospect park/Miles/Garland)
- Semi-isolated neighborhoods (Maus/Davis/Towner)
- Potential infill and stabilization of weaker-market areas (near south side, south of Harriet)

(Reference points:

- http://www.baltimorecity.gov/Portals/0/agencies/planning/public%20downloads/Typology2011%20Final%20lettersize.pdf
- http://typology.fakeisthenewreal.org/types/

Economic Development

This section must identify existing characteristics of the City which support economic development that can be enhanced and promoted. It should also identify characteristics that must be developed in order to attract and retain businesses and the high quality workforce necessary to support them. The Committee is interested in exploring potential clusters to attract including a potential small-scale production incubator space (reuse of existing structure) and small business attraction and expansion space. Niches such as "green" businesses should also be pursued if appropriate. Lastly, potential for creating employee-owned or cooperative business where potentially low-skilled labor can earn higher incomes through progressing through ownership should be explored to help provide opportunity to existing residents.

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Implementation and zoning ordinance revision
The creation of a well developed set of implementation strategies designed to provide guidance and direction to be used by decision makers is a critical component of the plan. It must be pragmatic and detailed, so that the City can achieve goals identified for each section of the plan. These strategies shall include specific recommendations for prioritizing projects, developing infrastructure, funding strategies, public education, creating necessary ordinances, and direction for rewriting the existing Zoning Ordinance. A Zoning Plan shall also be provided in accordance with PA 33 of 2008.

Additionally, the consultant or sub-contractor will continue work with the steering committee and City staff on a zoning ordinance revision. Form based codes or a hybrid method will be utilized in the revision. Key elements to the zoning ordinance rewrites will include:

- Reconsideration of business zoning appropriate to traffic counts, location on corridors and in dense downtown areas, including consideration of "activity" corridors where first floor uses must be active potentially along Michigan Avenue and Cross street (both downtown and in the West Cross district)
- Flexibility within business districts for variety of non-nuisance uses
- Consideration of Accessory dwelling units in Historic District and near-campus neighborhoods in particular
- Further consideration of live/work areas
- Creative consideration and location for small-scale production and large scale production in older industrial areas
- Adaptive reuse of existing building stock, with special consideration of historic district areas.

Proposals will be weighed based on the following criteria:

1. Demonstrated understanding of the project
2. Project approach including:
    - Technical strength
    - Comprehensiveness
3. Overall work plan and schedule
4. Outreach Plan
5. Experience of the consulting team max.
6. Cost considerations

SUBMITTAL REQUIREMENTS
The following information shall be provided for any primary consultant submitting a proposal as well as any collaborating consultant or contractor who will be executing any tasks outlined in this RFP:

1. Provide a company profile
2. Provide a profile/resume for all primary employees or subcontractors who will be carrying out any part of your proposal. Please indicate past projects the team has worked on together or how they operate together whether at the same firm, or with potential subcontractors, including sample projects worked on by the proposal team.
3. Provide descriptions of your firm's experience working in environments you feel are similar to the City of Ypsilanti. Please do not include work you have done that is more than 10 years old.
4. Provide a least three (3) samples of work your firm has completed for communities you consider to face similar challenges and opportunities as the City of Ypsilanti or examples of innovative planning documents your firm has created regardless of the community.

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5. Provide a list of client references you have contracted with for similar projects. Include the project title, date, name, address, phone number, email address, and a contact person, as well as a brief description of the scope of work.
6. Provide a description of your typical public participation process and any innovative techniques that your firm has found to be effective in meeting the goals of the public participation process as described in this request. Indicate how you think this may need to be adapted for work in the City.
7. Describe your understanding of this project and any challenges you foresee.
8. Describe any resources, or significant skills or talents that your firm can bring to the process that distinguishes your firm from other similar consultants.
9. Using the HUD Work plan supplied, provide a more detailed work plan and schedule as well as a proposal for structuring the process
10. Include a schedule of fees outlined by task, in addition to an overall not-to-exceed lump sum cost.

Applicants must submit five (5) paper copies and (1) digital copy in a sealed envelope.
Submittals must be made to the City Clerk's Office no later than 3:00 pm on Aug 24, 2012.

City of Ypsilanti Clerk's Office
Attention: Master Plan
1 S. Huron St
Ypsilanti, MI 48197

All bids will be opened at 3:30 p.m. on Aug. 24, 2012 in City Hall Chambers, 1 S. Huron, Ypsilanti, MI.

The City reserves the right to accept or reject all or any part of any and all proposals. The City will award the contract based on the total quality of the proposal.

Please direct all questions to Teresa Gillotti, Planner II by email: tgillotti@cityofypsilanti.com by Aug. 15, 2012. All responses will be posted on the city's website at www.cityofypsilalnti.com/masterplan

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City of Ypsilanti Master Plan & Zoning

Activity 8 YPSILANTI MASTER PLAN REVISION and ZONING REWRITE: Advance local sustainable development planning and implementation practices through the revision of the City's Master Plan focusing on Transit Oriented Development, creative economies, and providing a diversity of housing options and coordination with neighboring jurisdictions through corridor planning.

Livability Principles Addressed: Provide more transportation choices; Promote equitable, affordable housing; Enhance economic competitiveness; Support existing communities; Coordinate policies and leverage investment; Value communities and neighborhoods

Long Term Outcomes: Develop an updated Master Plan that responds to changing economic climate - providing options for small and creative economies, housing options, Transit Oriented Development along proposed commuter rail stop and along transit supported commerical corridors, and planning for

TASK	DESCRIPTION	DELIVERABLE	RESPONSIBILITY	DUE	MEASURES	EVALUATION
Task 8.1	Develop overall scope and RFP for the Master Plan update and zoning ordinance rewrite	RFP including full project scope submitted for HUD review	City Staff	2nd QTR 2012	Master Plan and zoning overall scope and design is completed	Collect feedback and make summaries of all activities; adherence to HUD requirements and outcomes measures identified in approved work plan and logic model.
Task 8.2	Issue RFP for consultant services to assist with Master Planning processand zoning rewrite in conjunction with overall planning strategy	Selection of consultant, submit for HUD review	Ctiy Staff, MP update committee, City Council	3rd QTR 2012	Release of RFP and execution of Consultant Services agreement to assist with overall Planning process	same as above
Task 8.3	Develop outreach and public engagement strategy	Outreach and public engagement plan	Consultant, City staff	3rd QTR 2012	Plan targets variety of stakeholders, and in particular underpresentative populations	same as above
Task 8.4	Convene work and stakeholder groups for focus areas to develop area/topic strategies and content per outreach and engagement strategy	Public engagement plans outlined with partners input; Stakeholder groups meetings held	Consultant, MP Update committee, City staff	4th QTR 2012	Initial findingsinclude feedback from stakeholder groups and other input processes	same as above
Task 8.5	Review and document previous planning work and augment existing data collection	Draft demographics, housing analysis and TOD opportunites section	Consultant, City staff	1st QTR 2013	Initial findings include/references relevant local and regional plans, and includes new data analysis.	same as above
Task 8.6	Present Initial findings at public meeting including all stakeholders and residents	Initial findings available as presentation and in info-sheets and various formats	Consultant, City staff	3rd QTR 2013	Feedback from initial findings included in draft master plan	same as above
Task 8.7	Draft Master plan avaialble for review per outreach and engagement strategy, including adjacent communities	Draft master plan diseminated in variety of locations and formats.	Consultant, City staff, HUD	4th QTR 2013	Input received from nearby jurisdictions, residents and other stakeholders	same as above
Task 8.8	Master plan adopted	Final Master Plan as Adopted	Consultant, MP Update committee, City staff	4th QTR 2013	Plan adopted	same as above
Task 8.9	Retool any timelines, schedules or strategies focused on zoning ordinance rewrite - kickof process	Update of schedule with milestones, including outreach and public engagement plan - kickoff meeting	Consultant, City staff	1st QTR 2014	Scope and schedule are updated to reflect move into zoning rewrite process and communicated to community	same as above
Task 8.10	Present Initial findings at public meeting including all stakeholders and residents	Initial findings available as presentation and in info-sheets and various formats	Consultant, City staff	2nd QTR 2014	Feedback from initial findings included in zoning rewrite	same as above
Task 8.11	Draft Zoning ordinance for review per outreach and egagmeent strategy, including adjacent communities	Draft zoning ordinance submitted ot local jurisdictions, and HUD	Consultant, MP Update committee, City staff	4th QTR 2014	Input received from nearby jurisdictions, residents and other stakeholders	same as above
Task 8.12	Zoning ordinance adopted by City Council	Ordinance adopted	Consultant, MP Update committee, City staff	1st QTR 2015	Ordinance adopted	same as above

REQUEST FOR LEGISLATION
July 17, 2012

From: Planning and Development Department

Subject: Sidewalk Café Resolution for MDOT approval

SUMMARY & BACKGROUND:
Sidewalk cafés in the Downtown, Depot Town, and West Cross Street areas have played an important role in the economic development and character of these neighborhoods. The City recently revised its sidewalk café ordinance to support sidewalk cafes while maintaining the accessibility of the sidewalks. However, as the Michigan Department of Transportation has jurisdiction over trunklines within the City, including West Cross and West Michigan, businesses must also seek a permit from MDOT when seeking to install a sidewalk café in those locations.

In 2005, the City passed a resolution in support of sidewalk cafés, which also included language stating that we would enforce MDOT's permits regarding sidewalk cafés. As seven years has passed since that resolution, and our local ordinance has changed somewhat in that time, including the chapter/section reference in the previous resolution, MDOT has requested that we reaffirm our commitment to permitting lawful sidewalk cafés and enforcing the terms of those permits, including MDOT's permits.

Please contact Bonnie Wessler, Planner I, with any questions you may have at 734-483-9646 or by email to wesslerb@cityofypsilanti.com.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Council Resolution 2005-093, original resolution supporting sidewalk cafés on trunklines.
Council Resolution - Updated resolution supporting sidewalk cafés on trunklines.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: 7-17-12

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

Resolution No. 2012 -152
July 17, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City regulates persons, firms and corporations who sell, offer to sell, buy, or offer to buy goods, wares, produce, fruit, vegetables or merchandise upon any public right-of-way in the City pursuant to Ypsilanti City Code Chapter 94-193; and

WHEREAS, said state trunk line highways within the city are under the jurisdiction of the Michigan Department of Transportation (hereinafter referred to as "MDOT"); and

WHEREAS, Public Act 1 of 2005 requires that certain businesses, such as sidewalk cafés, must receive a permit from MDOT to conduct such activities within the right-of-way of any state trunk line; and

WHEREAS, MDOT requires under the Act that the City pass a Resolution supporting the activities described above and committing to enforcing MDOT sidewalk café permit

NOW THEREFORE BE IT RESOLVED, by the Ypsilanti City Council, authorizing persons, firms and corporations to sell or offer for sale or display or attempt to display for sale goods, wares, produce, fruit, vegetables or merchandise upon any state trunk line highway in the City so long as said person, firm or corporation has secured a permit for such activities from MDOT and the same comply with the City of Ypsilanti code sections, set forth above.

FURTHER RESOLVED, that the City shall enforce compliance with the MDOT Sidewalk Café permit;

FURTHER RESOLVED, that the authorization, set forth above, shall remain in force and effect so long as the permitted activities do not create an unsafe situation and do not interfere with the transportation along any state trunk line highway in the City of Ypsilanti pursuant to Public Act 1 of 2005.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Resolution No. 2005 - 93
June 7, 2005

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City has regulated persons, firms and corporations who sell or offer for sale or display or attempt to display for sale goods, wares, produce, fruit, vegetables or merchandise upon any public street or state trunk line in the City pursuant to Ypsilanti City Code Chapter 94-191; and

WHEREAS, said state trunk line highways within the city are under the jurisdiction of the Michigan Department of Transportation (hereinafter referred to as "MDOT"); and

WHEREAS, Public Act 1 of 2005 requires that certain businesses, such as sidewalk cafes, must receive a permit from MDOT to conduct such activities within the right-of-way of any state trunk line; and

WHEREAS, MDOT requires under the Act that the City pass a Resolution authorizing the activities described above and that MDOT may require the City to enforce compliance with the MDOT permit.

RESOLVED, by the Ypsilanti City Council, authorizing persons, firms and corporations to sell or offer for sale or display or attempt to display for sale goods, wares, produce, fruit, vegetables or merchandise upon any state trunk line highway in the City so long as said person, firm or corporation has secured a permit for such activities from MDOT and the same comply with the City of Ypsilanti code sections, set forth above.

FURTHER RESOLVED, that the authorization, set forth above, shall remain in force and effect so long as the permitted activities do not create an unsafe situation and do not interfere with the transportation along any state trunk line highway in the City of Ypsilanti pursuant to Public Act 1 of 2005.

OFFERED BY: Council Member Nickels

SUPPORTED BY: Council Member Richardson

YES: 7 NO: 0 ABSENT: 0 VOTE: 7

REQUEST FOR LEGISLATION
July 17, 2012

From: Teresa Gillotti, Planner II

Subject: Approval of Amended CDBG contract with Washtenaw County for Senior Center Commercial Kitchen upgrades

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SUMMARY & BACKGROUND:

City Council approved a two-year work plan for Community Development Block Grant (CDBG) funds allocated to the city of Ypsilanti through the Washtenaw County Urban County. One of the 2010-2011 projects was improvements to the kitchen at the senior center, upgrading it to commercial kitchen status. The amount of funding for this project was set at $30,000. It was later reduced to $25,000 as previously reported due to an increase in CDBG funds used for owner-occupied emergency repairs in the City limits.

As mentioned in the December 2011 Council Information Letter (CIL), an emergency replacement of a commercial water heater for the Senior Center was paid for out of these funds. The cost of that project is expected to total around $1,500 leaving $23,500 for additional kitchen upgrades.

The most recent two-year plan for CDBG funds approved by council in February 21, 2012 included an additional $9,651 in improvements for the kitchen to make up for the cost of the water heater and the need for more improvements. Additional upgrades to the senior center kitchen will likely include a commercial dishwasher, upgrades to the sink area, and possible upgrades to the stove and its ventilation and exhaust system.

The attached amended contract includes the additional $9,651 dollars on top of the $25,000 previously for a total of $34,651 in CDBG funds. All improvements will be coordinated through Stan Kirton of DPS in collaboration with Senior Center staff.

RECOMMENDED ACTION: Approval

ATTACHMENTS:
- CDBG contract
- Resolution
- E-mail with Ben Kraft of Washtenaw County Community Development

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CITY MANAGER APPROVAL: COUNCIL AGENDA DATE: 7-17-12

CITY MANAGER COMMENTS:

FINANCE DIRECTOR APPROVAL:

Resolution No. 2012 - 153
July 17, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Ypsilanti City Council approved the Community Development Block Grant (CDBG) expenditures dedicated to Ypsilanti through the Washtenaw Count y Urban County on January 12, 2010 and a updated 2 year plan on February 21, 2012; and

WHEREAS, one of the projects identified for 2010-2011, and 2012-2013 CDBG expenditures is commercial kitchen upgrades at the Senior Center;

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council approves the attached amended contract with Washtenaw County for expenditure of CDBG funds for the Senior Center kitchen upgrades; and

FURTHER, that the Mayor and City Clerk are authorized to sign the contract to approval by the City Attorney.

OFFERED BY:_____

SUPPORTED BY:_____

YES: **NO:** **ABSENT:** **VOTE:**

COUNTY OF WASHTENAW COMMUNITY DEVELOPMENT AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG PROGRAM)

This AGREEMENT dated the _____ day of _____, 2012, is between the COUNTY OF WASHTENAW, a municipal corporation, with office located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("COUNTY") and the **CITY OF YPSILANTI, a municipal corporation, with offices located at One South Huron Street, Ypsilanti, MI 48197, ("CITY")**.

WHEREAS, the COUNTY receives funds from the United States Department of Housing and Urban Development (HUD) pursuant to HUD's Community Development Block Grant Entitlement Communities Grants ("CDBG") and the COUNTY is authorized to award CDBG funds pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301, et. seq.; and

WHEREAS, the COUNTY has been designated as an entitlement county for the CDBG Program and acts as the lead entity for the Washtenaw Urban County, which consists of the COUNTY, Ypsilanti Township, Superior Township, Salem Township, Northfield Township, Ann Arbor Township, Scio Township, York Township, the City of Ypsilanti, Pittsfield Township, and Bridgewater Township; and

WHEREAS, the **City of Ypsilanti Senior Center Improvement Program** has been approved by the Urban County Executive Committee for funding under the CDBG Program; and

WHEREAS, the CITY has agreed to collaborate with the Office of Community Development to manage this public infrastructure project; and

WHEREAS, the Urban County Executive Committee approved **$25,000** in **2011-12 Urban County CDBG** funding on May 24th, 2011 and **$9,651** in **2012-13 Urban County CDBG** funding on April 24th, 2012, as grants to the **CITY** to support the eligible improvement activities to the Ypsilanti Senior Center, as specified in this Agreement; and

WHEREAS, this allocation of CDBG funding will leverage funding from the City of Ypsilanti to pay for the project delivery and construction costs of this project;

In consideration of the mutual covenants and obligations contained in this Agreement, including the Attachments, and subject to the terms and conditions stated, **THE PARTIES AGREE AS FOLLOWS:**

1. USE OF FUNDS: [24 CFR 570.503(b)(1)]

A. SCOPE OF SERVICES: **CITY** agrees to use COUNTY CDBG funds for the eligible costs of contracting with approved contractors to perform eligible improvement activities to the Ypsilanti Senior Center.

B. SCHEDULE: Timely completion of the work specified in this Agreement is essential. By signing this Agreement, **CITY** agrees to make every effort to ensure that the project will not be delayed. Failure to meet deadlines may result in cancellation of this Agreement and the revocation of COUNTY CDBG funds.

C. BUDGET: **CITY** expressly agrees to complete all work in accordance with the budgets set forth in Attachment B.

D. INELIGIBLE ACTIVITES: **CITY** expressly agrees not to use CDBG funding for the following prohibited uses: a) purchasing equipment without approval from the Office of Community Development, b) using the funds for operating and maintenance expenses, c) constructing new housing, and d) providing income payments.

E. **CITY** expressly agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

F. The **CITY** will use local funds to pay for the engineering, project management, inspections, and any cost overruns that are related to this project. For record keeping purposes, the **CITY** will submit a summary of all of the project costs to the Office of Community Development.

G. **CITY** designee will meet with Community Development staff after bids are received to review the project costs and time schedule.

2. RECORDS AND REPORTS: [24 CFR 570.503(b)(2)]

A. **CITY** agrees to maintain all required records and submit reports on forms provided by the COUNTY within two weeks after the end of the program year.

B. **CITY** agrees to prepare and submit reports every six months, or as otherwise directed, to the Director of the Office of Community Development; and to cooperate and confer with him/her as necessary to ensure satisfactory work progress.

C. **CITY** agrees to maintain all records required by the federal regulations specified in 24 CFR 570.206 that are pertinent to the activities funded under this Agreement for a minimum of five years, starting from the date of the submission of the annual performance and evaluation report, in which the specific activity is reported to HUD for the final time. If litigation claims, audits, negotiations or other actions are initiated prior to the expiration of the five-year period, then such records shall be retained until all related issues have been resolved.

D. All reports, estimates, memoranda and documents submitted by **CITY** must be dated and bear designee's name.

E. All reports made in connection with the Agreement are subject to review and final approval by the COUNTY.

F. **CITY** shall provide an annual project audit of revenues and expenses based upon **CITY's** budget calendar.

G. **CITY** agrees to maintain project-related data demonstrating participant and project eligibility for services provided pursuant to this Agreement. Such data includes, but is not limited to, names, addresses, funding amounts, sources and uses of funding, property values, construction records, inspection reports, mortgage and security documents, signed applications, source documentations for household income level or other basis for determining eligibility, and descriptions of services provided. This information shall be made available to COUNTY upon request.

H. **CITY** shall forward copies of all executed subcontracts to the Office of Community Development along with documentation of the selection process.

3. PROGRAM INCOME: [24 CFR 570.503(b)(3)]

Pursuant to 24 CFR 570.504(c), **CITY** agrees that program income, unexpected funds or other assets will not be retained by **CITY** for other eligible activities, but will be returned to the COUNTY and will be deposited into the CDBG Program Income Account. The activities to be undertaken with program income are noted in Section 1B. of this Agreement. All provisions of this Agreement shall apply to the specified activities. Transfers of grant funds by the COUNTY to **CITY** shall be adjusted according to the principles described in 24 CFR 580.504(b)(2) (i), (ii). Any program income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the COUNTY as required by 24 CFR 570.503(b)(8) as noted in Article 8 of this Agreement.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS: [24 CFR 570.503(b)(4)]

A. Governmental Entities: OMB Circular No. A-87, OMB Circular A-128 as implemented at 24 CFR part 44), and applicable provisions of 24 CFR part 85.

B. Non-Profit Entities: OMB Circular No. A-122, OMB Circular No. A-21, and OMB Circular A-133, as set forth in 24 CFR part 45, as applicable.

C. Audits: Audits shall be conducted annually. **CITY** shall also comply with applicable provisions of OMB Circular A-110, as implemented at 24 CFR part 84.

D. Uniform administrative requirements and cost principles. OMB Circular A-128 (implemented at 24 CFR part 44).

5. OTHER PROGRAM REQUIREMENTS: [24 CFR 570.503(b)(5)]

CITY agrees to comply with the provisions of 24 CFR 570 Subpart K as follows:

A. Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063, as applicable under 24 CFR 570.601

B. Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR part 1, as applicable under 24 CFR 570.570.601(a)(1).

C. Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620), as applicable under 24 CFR 570.601(a)(2)

D. Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply as applicable under 24 CFR 570.601(b).

E. In accordance with County regulations and 24 CFR 507.602, Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, sexual orientation, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

F. Labor standards.

(i) In a construction project that has a total cost which exceeds two thousand dollars ($2,000.00), **CITY** agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276a-276a – 5). In accordance with 24 CFR 570.603 (a), the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) applies to the rehabilitation of residential property only if such property contains not less than 8 units.

(ii) **CITY** agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 276 et. seq.).

(iii) In accordance with 24 CFR 570.603(b), the regulations in 24 CFR part 70 apply to the use of volunteers.

(iv) **CITY** agrees that all of its agents, employees, contractors, and subcontractors will be sufficiently and properly trained to perform activities under this Agreement.

(v) In accordance with the Drug-Free Workplace Act of 1998 and the rules found at 24 CFR Part 24, subpart F, **CITY** agrees to provide a drug-free workplace.

(vi) **CITY** agrees to ensure that all subcontracts awarded under this Agreement will be awarded on a fair and open competition basis and in accordance with the Office of Community and Economic Development Procurement Guidelines.

(vii) **CITY** agrees to comply with the Living Wage Ordinance enacted by the COUNTY requiring covered vendors who execute a service or professional contract with the COUNTY to pay their employees under that contract, a minimum of either $11.40 per hour with benefits or $13.37 per hour without benefits. **CITY** understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2012 and annually thereafter which amount shall be automatically incorporated into this Agreement. COUNTY agrees to give **CITY** thirty (30) days written notice of such change**.** **CITY** agrees to post a notice containing the COUNTY'S Living Wage requirements at a location at its place of business accessed by its employees.

(ix) **CITY** agrees to Equal Opportunity Employment.

(1) Except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business, **CITY** will not discriminate against any employee or applicant for employment because of

race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

(2) **CITY** will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of an applicant and the treatment of employees. Affirmative action includes, but is not limited to, employment, upgrading, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.

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

G. National Flood Insurance Program. Pursuant to 24 CFR 570.605, the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under 24 CFR 570.

H. Displacement, relocation, acquisition, and replacement of housing. If property is occupied at the time of this Agreement, **CITY** will comply with the requirements of 24 CFR 570.606.

I. Employment and contracting opportunities. Pursuant to 24 CFR 570.607, **CITY** shall comply with:

(i) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p.339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity) and the implementing regulations at 41 CFR chapter 60; and

(ii) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

J. Lead-based paint. Pursuant to 24 CFR 570.608, **CITY** agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

K. Use of debarred, suspended or ineligible contractors or subrecipients. Pursuant to 24 CFR 570.609, the requirements set forth in 24 CFR part 5 apply to this program.

L. Conflict of interest. Pursuant to 24 CFR 570.611:

(i) In the procurement of supplies, equipment, construction, and services the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(ii) In all other cases, the following provisions apply:

(a) **CITY** warrants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner with the performance of its services under this Agreement. **CITY** further warrants that it will not employ persons having such an interest.

(b) These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the COUNTY or of **CITY**.

(c) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of 24 CFR 570.611(d).

(iii) **CITY** agrees that no funds received and no personnel employed pursuant to this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code, which is commonly referred to as “The Hatch Act”.

M. Eligibility restrictions for certain resident aliens. In accordance with 24 CFR 570.613, certain individuals are ineligible to receive funds under this program.

(i) Restriction. Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the Community Development Block Grant Program. ``Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other

facilities made available under covered activities funded by programs listed in this program. ``Benefits'' do not include relocation services and payments to which displacees are entitled by law.

(ii) Covered activities. ``Covered activities'' under this section means activities meeting the requirements of Sec. 570.208(a) that either:

(1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or

(2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

(iii) Limitation on coverage. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.

(iv) Compliance. Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.

N. Architectural Barriers Act and the Americans with Disabilities Act. Pursuant to 24 CFR 570.614, **CITY** agrees to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6), and The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225).

O. Environmental Standards. Pursuant to 24 CFR Part 58, **CITY** agrees to comply with the National Environmental Policy Act of 1969, the Clean Air Act, and the National Historic Preservation Act of 1966, regarding environmental review, decision making, and actions and responsibilities related to the execution of all federally-funded projects.

6. SUSPENSION AND TERMINATION: [24 CFR 570.503(b)(7)]

In accordance with 24 CFR 85.43, suspension or termination may occur if **CITY** materially fails to comply with any term of this Agreement. This agreement may also be terminated in accordance with the provisions of 24 CFR 85.44.

7. REVERSION OF ASSETS. [24 CFR 570.503(b)(8)]

As indicated in Article 3 of this Agreement, **CITY** shall transfer to COUNTY any CDBG funds on hand at the time of expiration of this Agreement and any accounts receivable attributable to the use of CDBG funds. Any real property under **CITY**'s control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 is used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the COUNTY; or not used in accordance with one of the national objectives as discussed in this section, in which event, the **CITY** shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the COUNTY.

8. REQUESTS FOR DISBURSEMENT OF FUNDS:

A. The County shall pay **CITY** an amount not to exceed **Thirty-Four Thousand, Six-Hundred and Fifty One Dollars ($34,651), comprised of $25,000 in 2011-12 CDBG FUNDING, and $9,651 in 2012-13 CDBG FUNDING,** to accomplish the work detailed in this Agreement. **CITY** will comply with established COUNTY disbursement schedules and procedures. CDBG funds will be disbursed to the **CITY** upon submission of invoices for work completed and inspected. COUNTY will provide **CITY** with proof of interim & final inspections, final project budget (including engineering/project management costs), original Davis-Bacon paperwork, sworn statements from contractors (CDBG work separated out from other City demolition work), and waivers of lien w/ final request for reimbursement of CDBG-eligible costs. All checks, invoices, contracts, vouchers, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. CITY will review and approve the above documents and submit a request for reimbursement of funds from the COUNTY. The COUNTY will wire transfer funds to the CITY's account and the CITY will pay the contractor invoices.

B. **CITY** agrees that all CDBG funds will be disbursed within 30 business days of receipt. In no event will a disbursement or further disbursements be made after a notice by the COUNTY of a violation of this Agreement, which violation has not been corrected to the satisfaction of the COUNTY.

C. **CITY** agrees that payments for services, supplies or materials shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished. All cost overruns shall be the responsibility of **CITY**.

10. ENFORCEMENT OF AGREEMENT: [24 CFR 92.504(c)(3)(vii)]

In the event **CITY** breaches this Agreement or any of the loan documents to be executed, the COUNTY shall have full remedies consistent with the purpose of this Agreement and as set forth in the loan documents. Remedies include, but are not limited to: COUNTY providing direction to **CITY** in project management; deed restrictions, property liens, appointing a receiver to manage the project according to terms of this Agreement; taking possession of the project and managing it; purchasing the property, and all remedies set forth in the parties' loan documents and assignment of rent document, if applicable. It is the intent of the parties that these remedies be exercised in a manner appropriate in light of the breach and that this project shall continue to provide housing for the target population of low-income individuals. In the event of any breach, each lender shall be responsible for enforcement of its own loan/grant documents.

The COUNTY may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that **CITY** has failed to comply with the terms and conditions of this Agreement or in the event that funds are no longer available to the COUNTY. The COUNTY shall promptly notify **CITY** in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients or recapture of funds by the COUNTY shall be in accordance with the legal rights and liabilities of the parties.

It is the parties' intent that the obligations created by this Agreement be enforceable by all parties to this Agreement. This Agreement is binding upon the parties to this Agreement and upon their successors, heirs and assigns, except as prohibited by this Agreement. Each of the promises and restrictions shall run with the land from the date of this Agreement. Neither the COUNTY nor **CITY** will assign or transfer interest without the written consent of the other.

11. DURATION OF AGREEMENT:

This project starts on November 28, 2011 and ends on December 1, 2014.

12. PRACTICE AND ETHICS:

Each parties shall conform to the code of ethics of its respective national professional associations.

13. EQUAL ACCESS:

CITY agrees to adhere to the terms of this Agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

14. CONTINGENT FEES:

CITY promises that it has not employed or retained any company or person, other than bona fide employees working solely for **CITY**, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for **CITY**, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this promise, the COUNTY may cancel this Agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due to **CITY.**

15. PAYROLL TAXES:

CITY is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the COUNTY against such liability.

16 SECURITY:

CITY agrees to execute all appropriate documents to secure and to provide for the repayment of funds advanced by the COUNTY and other lenders as well as to enforce the provisions of this Agreement. **CITY** shall not incur additional debt secured by this property without written approval of the COUNTY and any other lenders. **CITY** may refinance at any time, so long as the amount financed shall not exceed the amount currently financed and so long as **CITY** is in compliance with the terms of this Agreement.

17 INSURANCE REQUIREMENTS:

CITY agrees to require any contractor, subcontractor, or consultant to maintain at the expense of the contractor, subcontractor, or consultant, the following insurance coverage as applicable:

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

C. Comprehensive/Commercial General Liability Insurance with a combined single limit of $1,000,000 each occurrence for bodily injury and property damage. The COUNTY shall be added as "additional insured" on this Policy with respect to the service provided under this Agreement.

D. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of $1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insured's and policy forms shall be subject to the approval of the COUNTY. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions that reduce coverage provided to the COUNTY. **CITY** shall be responsible to COUNTY or insurance companies for all costs resulting from both financially unsound insurance companies selected and inadequate insurance coverage. **CITY** shall furnish the COUNTY with satisfactory certificates of insurance or a certified copy of the policy, if requested.

No payments will be made to **CITY** until current certificates of insurance have been received and approved by the COUNTY. If the insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended. **CITY** shall furnish the COUNTY with certification of insurance evidencing such coverage and endorsements at least ten (10) business days prior to commencement of services under this Agreement. Certificates shall be addressed to the County Administrator, P.O. Box 8645, Ann Arbor, MI 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

18. INDEMNIFICATION:

To the extent permitted by law, the **CITY** will protect, defend and indemnify the COUNTY, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including **CITY**'s own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the COUNTY in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this Agreement resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or employee, agent or representative of **CITY**.

19. CONTRACT AMENDMENT:

Changes mutually agreed upon by the COUNTY and **CITY** will be incorporated into this Agreement by written amendments signed by both parties.

20. CHOICE OF LAW AND SEVERABILITY:

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this Agreement is in Washtenaw County, Michigan. If any provision or provisions set forth in this document is in conflict with any Michigan law or is otherwise unenforceable, that provision is void to the extent of the conflict and is severable from and does not invalidate any other provision of this Agreement.

21. HEADINGS:

The headings in this Agreement are for convenience of reference only and shall not affect the meaning of this Agreement.

22. SIGNATURE AUTHORITY:

The individuals signing this Agreement have the requisite authority to do so and bind **CITY** to the terms and conditions herein.

23. ENTIRE CONTRACT:

This Agreement represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ATTESTED TO:

By:_____
Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW URBAN COUNTY:

By:_____
Verna J. McDaniel (DATE)
County Administrator

ATTESTED TO:

By:_____
Felicia Rutledge (DATE)
Interim City Clerk

CITY OF YPSILANTI:

By: _____
Paul Schreiber (DATE)
Mayor

APPROVED AS TO FORM:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

APPROVED AS TO CONTENT:

By:_____
Mary Jo Callan (DATE)
Office of Community and Economic Development

Teresa Gillotti

From: Benjamin R. Kraft
Sent: Tuesday, 03 July, 2012 2:54 PM
To: Teresa Gillotti
Subject: Senior Center Contract

Follow Up Flag: Follow up
Flag Status: Flagged

Teresa,

Per your request, here are the details of the contract for the improvements to the Ypsilanti Senior Center that I recently sent to you:

The contract includes $25,000 in 2011-12 Urban County CDBG funds and $9,651 in 2012-13 Urban County CDBG funds for a total of $34,651 worth of CDBG funding to be used for the project. The expenses for the emergency repairs to the Senior Center water heater that occurred in early December of 2011, which amounted to $1,366.56, will also be reimbursed out of the total contract amount.

Please let me know if you have any further questions.

Ben Kraft
Community Development Specialist
Washtenaw County Office of Community and Economic Development
110 N. Fourth Ave. Ste. 300
Ann Arbor, MI 48107
kraftb@ewashtenaw.org
ph: 734-622-9018
fax: 734-622-9022

REQUEST FOR LEGISLATION
July 17, 2012

From: Amy F. Walker, Chief of Police

Subject: Charitable Gaming License Friends of the Ypsilanti Police Department

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SUMMARY & BACKGROUND:

The Friends of the Ypsilanti Police Department would like to be recognized as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license for fundraising events.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Proposed Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

Resolution No. 2012 - 154
July 17, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Friends of the Ypsilanti Police Department intends to apply to the State of Michigan for a Charitable Gaming License; and

WHEREAS, this license would permit the Friends of the Ypsilanti Police Department to hold fundraising events; and

WHEREAS, the Friends of the Ypsilanti Police Department has a 501(c)(3) tax exempt status

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council recognizes the Friends of the Ypsilanti Police Department as a nonprofit organization operating in the City of Ypsilanti for the purpose of obtaining a charitable gaming license.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION
July 17, 2012

To: Mayor, Mayor Pro Tem & City Councilpersons

From: David R. Kowal, Director of Administrative Services

Subject: City Manager MERS Defined Benefit Plan

SUMMARY & BACKGROUND:

The City Council at its Special meeting of June 29, 2012 approved an Employment Agreement ("the Agreement") between the City and Mr. Ralph A. Lange to serve as City Manager. The Agreement included a provision that requires the City to execute all necessary documents to provide for participation by Mr. Lange in a Defined Benefit Plan ("the Plan") of the Municipal Employees' Retirement System ("MERS") of Michigan. The Agreement set forth specific provisions that are to be included the subject Plan, including:

- B-3: Standard benefit multiplier of 2.25%
- Vesting: Eight (8) years
- FAC-3: The average of the highest consecutive three-year (36 months) period of earnings of the Employee's credited service
- RS50%: A surviving spouse benefit upon Employee's death after retiring. This benefit shall allow Employee's spouse to receive 50% of Employee's straight life allowance; provided 1). only covers a spouse; and 2). employee and employee's spouse must be married one year prior to employee's retirement and still be married at the time of employee's death
- Member Contribution Rate: Five percent (5%)

In order to create the subject Plan for Mr. Lange, the City Council must adopt the attached MERS resolution.

ATTACHMENTS:

1. Council Resolution
2. Resolution for Adopting Municipal Employees' Retirement System of Michigan Defined Benefit Program

CITY MANAGER APPROVAL:_____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

Resolution No. 2012 155
July 17, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City Council at its Special meeting of June 29, 2012 approved an Employment Agreement ("the Agreement") between the City and Mr. Ralph A. Lange to serve as City Manager; and

WHEREAS, the Agreement included a provision that requires the City to execute all necessary documents to provide for participation by Mr. Lange in a Defined Benefit Plan ("the Plan") of the Municipal Employees' Retirement System ("MERS") of Michigan; and

WHEREAS, in order to create the subject Plan for Mr. Lange, the City Council must adopt the attached MERS Resolution.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council does hereby approve and adopt the MERS Resolution for Adopting Municipal Employees' Retirement System of Michigan Defined Benefit Program, attached hereto and made a part hereof, and does further authorize and direct the Mayor and City Clerk to execute the subject MERS Resolution on behalf of the City.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

RESOLUTION FOR ADOPTING MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN DEFINED BENEFIT PROGRAMS (OTHER THAN DB COMPONENT OF HYBRID PROGRAM)

The City Council (Governing body) of the City of Ypsilanti (Participating entity), whose fiscal year is (month and day) July 01 to June 30, desires to make available to its eligible employees (as defined below) benefits provided by the Municipal Employees' Retirement System of Michigan (**MERS**), as authorized by 1996 PA 220. Benefits available are those provided under the Plan Document of 1996.

IT IS RESOLVED that pursuant to the Initial Actuarial Valuation dated N/A, N/A, by MERS' actuary, MERS benefits stated in Section 1 below are to be provided to the following employee division (e.g., general, police and fire, DPW, union, non-union): City Manager.

(Separate resolutions are required for each division)

Please note: If no Initial Valuation has been done by MERS' actuary on the specific benefit program (or combination of programs) selected below; or the Initial Valuation is more than one (1) year old at the time MERS' coverage becomes effective as provided under Section 4 of this Resolution; then, per Retirement Board requirements, this Resolution will not be implemented until a current actuarial valuation is done by MERS' actuary and necessary supporting contribution rates certified.

1. Benefit programs/formulae (e.g., B-2 / DROP+ / F55 / V-8 / FAC 3 / E-2) selected are:
   B-3 / V-8 / FAC 3 / RS50%
   (If other than standard MERS' retirement benefits, supporting collective bargaining agreement to accompany this Resolution)

2. The required employee contribution is 5 %. (May be any percentage in hundredths of a percent, not to exceed ten [10] percent, unless higher rate is established by collective bargaining agreement accompanying this Resolution.)

3.1 Prior service credit with this municipality/court rendered previously by each covered employee in the division is subject to and shall be credited as provided under Section 2C(3) of the MERS Plan Document and Restated Initial Actuarial Valuation and Supplemental Valuation Procedure(Form 06) (as approved by the Retirement Board), whose respective terms are incorporated by reference.

Choose only one:

A. ✓ All prior service from date of hire.
B. ___ Portion of prior service (actual service up to _____ years); or _____%.
C. ___ Prior service proportional to assets transferred.
D. ___ No prior service (if D selected, go to Section 4).

3.2 The Initial Valuation discloses the actuarial reduction in the employer's future contribution rate that will occur where assets of a preceding qualified plan (whether defined benefit or defined contribution plan) and/or other source are transferred to MERS.

3.3 In all asset transfers, the employer shall furnish MERS with all necessary and specific information required by MERS on the allocation of employer and employee contributions and investment earnings, along with taxable and nontaxable status on the employee contribution portion.

4. The effective date of this Resolution for making deductions for the employee contributions specified above, and for the payment of necessary employer contributions to MERS, as required in the Plan Document, shall be the same date that MERS' coverage begins, which is July 30, 2012.

5. For municipalities, Plan Section 41 requires adoption by affirmative vote of a majority of the governing body; for courts, see Plan Section 41A. A complete copy of the fully executed collective bargaining agreement (if applicable), and certified copy of the complete official minutes or other official authorizing action for the open meeting at which this resolution was adopted must be forwarded to MERS with this resolution.

Certified this 17th day of July, 2012.

By: _____ Title: Mayor

By: _____ Title: City Clerk

Resolution No. 2012-156
July 17, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, Brandy's Liquor Shoppe (Brandy's) is located 902 West Michigan Avenue, Ypsilanti Michigan, 48197, and has been in operation selling liquor and sundries for a number of years; and

Whereas, in the past several years many neighbors and citizens of the community have complained to the Ypsilanti Police Department and Ypsilanti City Council, reporting illegal activity at Brandy's including fights, drunkenness, loitering, profanity, gunfire in the area, urination in public, prostitution, and illegal drug sales; and

Whereas, the city made good faith efforts to work with Brandy's to correct the problem, without success, and finally brought a nuisance action against Brandy's in Circuit Court; and

Whereas, Brandy's and the city entered into a consent agreement in 2009 to allow Brandy's to remain open provided they hired private security services on the premises, maintained operational surveillance video cameras, joined neighborhood associations, barred any comsumption of alcohol on the premises, maintained proper lighting, discouraged loitering, and sold no drug paraphenalia; and

Whereas Brandy's failed to honor the terms of the consent agreement; and

Whereas, the city went back to court and presented facts resulting from a joint criminal investigation between the Ypsilanti Police Department and the Michigan State Police showing Brandy's employees purchased stolen liquor and put it with regular stock for sale, made the sale of stolen liquor, made illegal sale of cigarettes, and allowed illegal activities including prostitution, drug activity, urination in public, fights and gunfire in the neighborhood;

Whereas, the Washtenaw County Circuit Court entered an order on August 3, 2011, closing Brandy's for a period of one year from August 3, 2011 to August 4, 2012; and

Whereas, the closing of Brandy's has dramatically reduced the number of police calls and has lead to a better quality of life for the neighborhood and community overall; and

Whereas, the City Council understands that the liquor license of Brandy's is in escrow and the Michigan Liquor Control Commission is considering at least seven Michigan Liquor law infractions concerning Brandy's and has the power to revoke Brandy's liquor license; and

Whereas, the Ypsilanti City Council finds that it is in the best interest of the citizens of the City of Ypsilanti that Brandy's liquor license be revoked.

Now Therefore, the Ypsilanti City Council respectfully requests that the Michigan Liquor Control Commission (MLCC) **permanently** revoke the liquor license of Brandy's Party Store and any affiliations associated with Brandy's Party Store located at 902 W. Michigan Avenue in the city of Ypsilanti, Michigan, and not allow Brandy's or any person or company associated with Brandy's to receive a liquor license in the city of Ypsilanti.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

988 Anderson House Office Building
P.O. Box 30014
Lansing, MI 48909
Phone 517-373-1771
Fax 517-373-5797
davidrutledge@house.mi.gov

David E. Rutledge
Michigan House of Representatives
District 54

Assistant Minority Whip
Committees
Education
Local, Intergovernmental and Regional Affairs
Regulatory Reform

July 12, 2012

Mr. Andrew J. Deloney
Chairman of the Michigan Liquor Control Commission
Licensing and Regulatory Affairs
P.O. Box 30004
Lansing, MI 48909

Dear Chairman Deloney:

The purpose of this communication is to recommend that the Liquor Control Commission take special caution when reviewing the renewal of Brandy's Liquor Shoppe liquor license, which is located in our district.

Brandy's Liquor Shoppe is scheduled to reopen on August 4, 2012. On August 3, 2011, Washtenaw County Circuit Court judge ordered Brandy's to be closed for one year, after the store failed to meet several provisions of a March 2009 consent agreement to make improvements and clean up the store. For your reference, a copy of said consent agreement is attached. Brandy's Liquor Shoppe has been the site of many illegal activities over the past few years and was the subject of an undercover raid by the Michigan State Police and Ypsilanti Police Department in August 2010, in which the owner was arrested for receiving and selling stolen goods to undercover investigators on five different occasions. Other activities outside of Brandy's Liquor Shoppe reported to police have included shootings, public urination, prostitution, and drug dealing.

Based on this information, it is our hope that review of any future requests for license renewal will include consideration of whether this licensee has exhausted his good-standing status with the LCC. We respectfully request that the Liquor Control Commission include this correspondence in the licensee's record. Thank you for your consideration.

Sincerely,

[redacted]

David E. Rutledge
State Representative

[redacted]

Rebekah Warren
State Senator

Cc: Liquor Control Commission Members
Brian Hanna, Licensee
Mayor Paul Schreiber, City of Ypsilanti
Mayor Pro-Tem Lois Richardson, Ypsilanti City Council
Councilman Ricky Jefferson, Ypsilanti City Council
John Barr, Ypsilanti City Attorney

OFFICIAL SEAL
Washtenaw Co., MI
03/05/09 Lawrence Kestenbaum
L-4719 P-960 Clerk Register

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW

THE PEOPLE OF THE STATE OF MICHIGAN, ex rel CHIEF HARSHBERGER, THE YPSILANTI POLICE DEPARTMENT, and THE CITY OF YPSILANTI,

Plaintiff,

BRANDY'S PARTY STORE (a.k.a. Embassy, Inc, d.b.a Brandy's Liquor Shoppe), HANNI N. ODISH, TRUSTEE, and OBRIAN BUILDING, LLC, and HANNA BROTHER'S WORLDWIDE, INC.

Defendants.

FILE NO. 08-1100 -CH

Hon. TIMOTHY P. CONNORS

FILED
WASHTENAW COUNTY, MI.
2009 MAR -5 A 9: 57
LAWRENCE KESTENBAUM
COUNTY CLERK/REGISTER

BARR, ANHUT & ASSOCIATES, P.C.

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email: washingtonj50@yahoo.com

GUS J. ABRO P-62916
Attorney for Defendant Hanni Odish
30840 Northwestern Hwy, Suite 130
Farmington Hills MI 48334
(348) 539-3939; fax 671-2772
email: gusabrolaw@yahoo.com

CONSENT ORDER

Plaintiff filed this action to abate a nuisance at 902 W. Michigan Avenue, Ypsilanti, Michigan. The parties have resolved the matter and agreed to this order. The Court being advised in the premises and upon stipulation of the parties:

Hanna Brothers Worldwide, Inc. a Domestic Profit Corporation is added as a named Defendant to this Matter and shall be added to the case caption. Hanna Brothers Worldwide, Inc. hereby consents to the Jurisdiction of this court, waives service, and the opportunity to answer and furthermore agrees to be bound by the terms of this order.

ACS-5886644-CT-2009-3
Lawrence Kestenbaum, Washtenaw
10:32 A 03/05/09
L-4719 P-960

Time Submitted for Recording
Date 3-5-2009 Time 10:29 AM
Lawrence Kestenbaum
Washtenaw County Clerk/Register

10:32 A
03/05/09
ACS-5886644-CT-2009-3
Lawrence Kestenbaum, Washtenaw
L-4719 P-960

IT IS HEREBY ORDERED:

1. a. Defendants shall obtain membership in the Midtown Neighborhood Association and the Heritage Park Neighborhood Association and attend all regular meetings. Defendants and their attorneys shall be added to the email notification list of each organization and each organization shall notify Defendants and their attorneys through such email list of their regularly schedule meetings.

b. Defendants and Plaintiff shall meet monthly to discuss compliance of this order. Meetings shall be held at 10:00 am on the Third Tuesday of each month at 105 Pearl Street, Ypsilanti MI 48197, or at another mutually agreeable date and time.

2. The Ypsilanti Police Department shall have access to Defendant's video surveillance system as needed to identify potential criminal activity. Defendants shall continue to maintain their video surveillance system in proper working order.

3. Defendants shall continue to take all necessary actions to conduct business in an orderly, lawful, peaceful and quiet manner and not allow or permit any action or behavior on or about the premises that would be a nuisance. In order to facilitate this, Defendants shall take proactive action as follows:

a. Defendants agree to reduce their hours of operation and will close at 12:00 a.m. on Sundays through Wednesdays, respectively; at 1:30 a.m. on Thursdays; and at 2:00 a.m. on Fridays and Saturdays, or otherwise at different hours as may be determined by the parties;

b. Defendants shall retain private security services on the premises, between the hours of 6:00 p.m. to close. on Thursdays, Fridays and Saturdays during the following time periods: April 1, 2009 until September 1, 2009 and from Memorial Day 2010 through September 1, 2010 and as may be needed to carry out the import of this order;

c Defendants will not permit its employees or it patrons to consume any alcoholic beverages of any kind on the premises; and will maintain a clean and orderly business at all times;.

d. Defendants will maintain proper lighting in the area around the store and parking lot;

e. Defendants will monitor the premises at all times to discourage loitering on or around the premises including the parking lot, and will utilize defendant's own security staff to address violations whenever available, before contacting the police;

f. Defendants will sell no drug paraphernalia (i.e., small baggies, pipes, screens, etc.)

5. Upon compliance with the above conditions of this Consent Order, this Order

BARR, ANHUT & ASSOCIATES, P.C.

10:32 A
03/05/09
ACS-5886644-CT-2009-3
Lawrence Kestenbaum, Washtenaw
L-4719 P-960

shall expire and terminate on September 1, 2010.

6. This order may be recorded in the register of deeds to provide notice. For title abstracting purposes only, no additional order or release is necessary to fulfill the self expiration and termination provisions of paragraph 5.

7. Hanna Brothers Worldwide, Inc. a Domestic Profit Corporation is added as a named Defendant to this Matter and shall be added to the case caption. Hanna Brothers Worldwide, Inc. hereby consents to the Jurisdiction of this court, waives service, and the opportunity to answer and agrees to be bound by the terms of this order.

8. This order resolves any and all claims between the parties. This paragraph survives expiration and termination as described in paragraph 5.

[redacted], Trial Court Judge

Dated: March 5, 2009

Approved as to form and content:

[redacted]
Brian Hanna

[redacted]
Samir Hanna

[redacted]
Ikhlas Hanna

BY: [redacted]
KARL A. BARR P-57467
Assistant Ypsilanti City Attorney

BY: [redacted]
JIMMIE E. WASHINGTON P-42503
Attorney for BRANDY'S PARTY STORE (a.k.a. Embassy, Inc. d.b.a. Brandy's Liquor Shoppe), and OBRIAN BUILDING, LLC, and HANNA BROTHERS WORLDWIDE INC

BY: [redacted]
GUS J. ABRO P-62916
Attorney for Defendant Hanni Odish

WASHTENAW COUNTY CLERK/
REGISTER AS AN EXACT COPY
[illegible]
VALID ONLY WITH EMBOSSED SEAL

MAR - 5 2009

CERTIFIED BY [redacted]

BARR, ANHUT & ASSOCIATES, P.C.

Resolution No. 2012-157
July 17, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or two (2) members of Council.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE: