1. City Council Regular Meeting Agenda

   Documents:

   4-1-14 FINAL AGENDA.PDF

2. City Council Regular Meeting Packet

   Documents:

   4-1-14 COUNCIL PACKET_REDACTED.PDF

CITY OF YPSILANTI
COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, April 1, 2014
7:00 P.M.

I. CALL TO ORDER –

II. ROLL CALL –

Council Member Jefferson	P A	Council Member Robb	P A
Council Member Moeller	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. PRESENTATIONS –

1. Legislative Update – Kirk Profit
2. Metro Act – Nathaneal Duffield

VIII. ORDINANCES – FIRST READING -

Ordinance No. 1218

1. YCUA Big Four Pump Stations and HVAC WWTP Grit System SRF Bond Sale
   A. Resolution No. 2014-80, determination.
   B. Open public hearing.
   C. Resolution No. 2014-81, close public hearing.

IX. AUDIENCE PARTICIPATION –

X. REMARKS BY THE MAYOR –

XI. MINUTES –

Resolution No. 2014-82, approving the minutes of February 25 and March 18, 2014.

XII. <u>CONSENT AGENDA</u> – Resolution No. 2014-83

1. Resolution No. 2014-84, approving grant agreement with the Michigan Department of State to receive HAVA (Help America Vote Act) grant funds to upgrade the Qualified Voter File (QVF) infrastructure.

2. Resolution No. 2014-85, changing the regular meeting of Tuesday, May 6 to Thursday, May 8, 2014.

3. Resolution No. 2014-86, approving the designation and relocation of Ward 2, Precinct 2-4 to Estabrook Elementary School, 1555 W. Cross St., for the May 6, 2014 Special Election.

4. Resolution No. 2014-87, approving allocations for park improvements.

XIII. <u>RESOLUTIONS/MOTIONS/DISCUSSIONS</u> –

1. Resolution No. 2014-88, approving right-of-way telecommunications permit or Great Lakes Comnet, Inc.

2. Resolution No. 2014-89, regarding same sex marriage.

XIV. <u>COMMUNICATIONS FROM THE MAYOR</u> –

Human Relations Annual Report

Nominations:

<u>Parks and Recreation Commission</u>

Linda Horne (new appointment)
205 Oak Street
Ypsilanti, MI 48198
Term Expires: 11/1/2015

XV. <u>COMMUNICATIONS FROM THE CITY MANAGER</u> –

XVI. <u>AUDIENCE PARTICIPATION</u> -

XVII. <u>REMARKS FROM THE MAYOR</u> -

XVIII. <u>ADJOURNMENT</u> -

Resolution No. 2014-90, adjourning the City Council meeting.

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YCUA
YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: (734) 484-4600
FAX: (734) 484-3369
WEBSITE: www.ycua.org

March 7, 2014

VIA EMAIL and USPS

CITY OF YPSILANTI
City Council
One South Huron Street
Ypsilanti, Michigan 48197-5400

CHARTER TOWNSHIP of YPSILANTI
Board of Trustees
7200 South Huron Street
Ypsilanti, MI 48198

Re: **YCUA Big Four Pump Stations and HVAC WWTP Grit System SRF Bond Sale**

Dear City Council Members and Township Trustees:

This document is to provide background for the proposed Big Four Pump Stations and HVAC WWTP Grit System Improvements projects in the City of Ypsilanti and Charter Township of Ypsilanti.

Improvements to the heating and ventilation systems are proposed for each of the Big Four wastewater pump stations in the Authority system. The Big Four pump stations are Factory Street in the City of Ypsilanti and Willow Run, Martz Road, and Snow Road in the Charter Township of Ypsilanti.

The primary components of the heating and ventilating systems at these pump stations are air handlers, unit heaters, an exhaust fan, a boiler and related piping. Almost all of the heating and ventilation systems components are original equipment that has been in operation since the pump stations were completed during 1982. More energy-efficient options are now available to replace the existing equipment, which has exceeded its collective design life.

The total project cost is estimated at $1,900,000 and is eligible for funding through the State Revolving Fund (SRF) loan program administered by the Michigan Department of Environmental Quality (MDEQ).

Improvements to the grit handling system at the Authority wastewater treatment plant (WWTP) are proposed to provide greater flexibility and reliability in the operation of the facility.

The proposed work will improve the existing grit processing equipment at the wastewater treatment plant (WWTP) headworks to provide greater flexibility in the operation of the system. The various components of this system include degritting mechanisms in the grit tanks, grit pumps, cyclone separators, grit classifiers and grit conveyors, piping and appurtenances. In addition, the improvements will include repairs to deteriorated concrete surfaces in the grit effluent channel. Improvements to the concrete surfaces in the grit effluent channel will include the removal of deteriorated, unsound and spalled concrete, patching and application of special coatings. The repairs to the concrete are necessary to restore the structural integrity of the channel and maintain an uninterrupted operation of the grit collection system of the WWTP.

The total project cost is estimated at $2,430,000 and is eligible for funding through the State Revolving Fund (SRF) loan program administered by the Michigan Department of Environmental Quality (MDEQ).

The SRF program is a low-interest loan. For these two projects combined, the 2.5% interest loan through the SRF program will save approximately $56,000 per year on bond payments compared to a similar bond issue on the open market. This is based on the project cost being paid back over a period of 20 years with the current open market bond interest rate of 4.5%.

If you have any questions please contact me.

Sincerely,

JEFF CASTRO, Director
Ypsilanti Community Utilities Authority

JC/kks
cc:
Ms. Brenda Stumbo
Ms. Karen Lovejoy Roe
Mr. Larry J. Doe
Ms. Nancy Wyrybkowski
Mr. Ralph Lange
Ms. Frances McMullan
Ms. Marilou Uy
Mr. Paul Stauder
Mr. Tom Colis
Ms. Cassie Hare
Ms. Sylvia Dimov
Mr. Thomas E. Daniels
Mr. Dwayne Harrigan
Ms. Venita Terry
Mr. Scott D. Westover

RESOLUTION APPROVING CONTRACT
AND AUTHORIZING NOTICE

City of Ypsilanti
County of Washtenaw, State of Michigan

Minutes of a regular meeting of the City Council (the "Governing Body") of the City of Ypsilanti, County of Washtenaw, State of Michigan (the "City"), held on the 1st day of April, 2014, at 7:00 o'clock p.m., prevailing Eastern Time.

PRESENT: Members: ____

____

ABSENT: Members: ____

The following preamble and resolutions were offered by Member ______________________ and supported by Member _________________:

WHEREAS, it is necessary to acquire and construct certain wastewater system improvements, consisting of 1) replacement of the existing heating and ventilating systems at the four main pump stations of the Ypsilanti Community Utilities Authority (YCUA) wastewater collection system; 2) improvements to the grit handling system at the headwords of the Wastewater Treatment Plant, including improving the grit processing equipment to provide greater flexibility in the operation of the system; and 3) all necessary appurtenances and attachments thereto (the "Project"), to serve the City and the Charter Township of Ypsilanti (the "Township"); and

WHEREAS, a contract (the "Contract") has been prepared among the City, the Township and the Ypsilanti Community Utilities Authority (the "Authority") whereby the Authority will issue its bonds (the "Bonds") on behalf of the City and the Township to provide for the financing of costs of the Project; and

WHEREAS, this Governing Body has carefully reviewed the Contract and finds that it provides the best means for accomplishing the Project and for providing the needed services.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The Contract is hereby approved and the Mayor and the City Clerk of the City are hereby authorized and directed to execute and deliver the Contract for and on behalf of the City; provided, however, that Contract shall not become effective until the expiration of forty-five (45) days after the publication of the attached notice as a display advertisement of at least ¼ page in size in the ***Ypsilanti Courier***, a newspaper of general circulation within the City, which manner of publication is deemed by the Governing Body to be the most effective manner of informing the taxpayers and electors of the City of the details of the proposed Contract and the rights of referendum thereunder.

2. The City Clerk is directed to publish the attached notice in the newspaper above designated as soon as possible after the adoption hereof.

3. All resolutions and parts of resolutions in conflict with this resolution be, and the same hereby are repealed.

AYES: Members: ______________________________

____

NAYS: Members: ______________________________

RESOLUTION DECLARED ADOPTED.

____
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on April 1, 2014, 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.

____

City Clerk

NOTICE OF INTENT TO EXECUTE
TAX-SUPPORTED CONTRACT AND OF RIGHT TO
PETITION FOR REFERENDUM THEREON

TO THE TAXPAYERS AND ELECTORS OF
THE CITY OF YPSILANTI,
WASHTENAW COUNTY, MICHIGAN:

PLEASE TAKE NOTICE, the City of Ypsilanti (the "City") has approved by resolution the execution of a contract (the "Contract") with the Ypsilanti Community Utilities Authority (the "Authority") and the Charter Township of Ypsilanti (the "Township") pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which Contract provides, among other things, that the Authority will acquire, construct and install certain wastewater improvements, consisting of improvements to the grit handling system at the headworks of the Wastewater Treatment Plant, replacement of the existing heating and ventilating systems at the four main pump stations of the Authority wastewater collection system, together with all necessary appurtenances and attachments thereto to service the City and the Township and will issue its bonds in the principal amount not to exceed $5,000,000 to finance the cost of the acquisition and construction of such wastewater improvements for the City and the Township AND THE CITY WILL PAY TO THE AUTHORITY PURSUANT TO THE CONTRACT THE SUMS NECESSARY TO RETIRE ITS PERCENTAGE SHARE OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

CITY'S CONTRACT OBLIGATIONS

It is presently contemplated that the bonds will be in the principal amount of not to exceed $5,000,000, of which the City's "Local Unit Share" (as that term is defined in the Contract and is based on the City's annual usage of the wastewater system) is initially 22.19%, subject to adjustment annually, will mature serially over a period of not to exceed twenty-five (25) years, and will bear interest at the rate or rates to be determined at the time of sale to the Michigan Finance Authority but in no event to exceed two and one-half percent (2.5%) per annum on the balance of the bonds from time to time remaining unpaid. The Contract includes the City's pledge of its limited tax full faith and credit for the prompt and timely payment of the City's obligations as expressed in the Contract. THE CITY WILL BE REQUIRED TO LEVY AD VALOREM TAXES WITHIN APPLICABLE CONSTITUTIONAL, STATUTORY AND CHARTER TAX LIMITATIONS ON ALL TAXABLE PROPERTY WITHIN THE CITY TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO PAY ITS SHARE OF THE PRINCIPAL OF AND INTEREST ON THE BONDS IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE. IT IS THE PRESENT INTENT OF THE CITY TO USE THE REVENUES FROM THE CITY DIVISION OF THE AUTHORITY'S SYSTEM TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS.

RIGHT OF REFERENDUM

The Contract will become effective and binding upon the City without vote of the electors as permitted by law unless a petition requesting an election on the question of the City entering into the Contract, signed by not less than 10% of the registered electors of the City, is filed with the City Clerk within forty-five (45) days after publication of this notice. If such petition is filed, the Contract cannot become effective without an approving vote of a majority of electors of the City qualified to vote and voting on the question. The Contract is on file at the office of the City Clerk.

This notice is given pursuant to the requirements of Section 8 of Act No. 233, Public Acts of Michigan, 1955, as amended. Further information concerning the details of the Contract and the matters set out in this notice may be secured from the City Clerk's office.

Frances McMullan
Clerk
City of Ypsilanti

21974966.2\099369-00036

DISTRIBUTION LIST

Ypsilanti Community Utilities Authority
Wastewater System Bonds
State Revolving Fund
Fiscal Year 2014 – 4th Quarter
(Project Nos. 5582-01 and 5583-01)

<table>
<tr><th>Ypsilanti Community Utilities Authority</th><th>Charter Township of Ypsilanti</th></tr>
<tr><td>Ypsilanti Community Utilities Authority
2777 State Road
Ypsilanti, Michigan 48198

• Jeff Castro, Director
E-Mail: JCastro@ycua.org
Phone: (734) 484-4600 x107

• Dwayne Harrigan, Finance Director
E-Mail: DHarrigan@ycua.org
Phone: (734) 484-4600 x169

• Venita Terry, Accountant
E-Mail: VTerry@ycua.org
Phone: (734) 484-4600 x103

• Scott Westover, Engineering Manager
E-Mail: SWestover@ycua.org
Phone: (734) 484-4600 x220</td><td>Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, Michigan 48197

• Brenda Stumbo, Supervisor
E-Mail: bstumbo@ytown.org
Phone: (734) 481-0617

• Karen Lovejoy Roe, Clerk
E-Mail: klovejoyroe@ytown.org
Phone: (734) 484-4700

• Larry Doe, Treasurer
E-Mail: ldoe@ytown.org
Phone: (734) 484-1002

• Nancy Wyrybkowski
E-Mail: nwyrybk@ytown.org</td></tr>
<tr><th>City of Ypsilanti</th><th>Financial Advisor</th></tr>
<tr><td>City of Ypsilanti
One South Huron Street
Ypsilanit, Michigan 48197

• Ralph Lange, City Manager
E-Mail: rlange@cityofypsilanti.com
Phone: (734) 483-1810

• Marilou Uy, Fiscal Services Director
E-Mail: muy@cityofypsilanti.com
Phone: (734) 483-1105</td><td>Stauder, Barch & Associates, Inc.
3989 Research Park Drive
Ann Arbor, Michigan 48108

• Paul Stauder
E-Mail: paul@stauderbarch.com
Phone: (734) 668-6688</td></tr>
</table>

Bond Counsel	YCUA Attorney
Miller, Canfield, Paddock and Stone, P.L.C. 150 West Jefferson, Suite 2500 Detroit, MI 48226-4415 • Thomas D. Colis E-Mail: colis@millercanfield.com Phone: (313) 496-7677 • Cassie Hare E-Mail: hare@millercanfield.com Phone: (313) 496-7909 • Sylvia Dimov E-Mail: dimov@millercanfield.com Phone: (313) 496-7542	Pear Sperling Eggan & Daniels, P.C. 1349 South Huron Street, Suite 1 Ypsilanti, MI 48197 • Thomas E. Daniels E-Mail: tdaniels@psedlaw.com Phone: (734) 483-1107

Email Addresses:

JCastro@ycua.org; DHarrigan@ycua.org; VTerry@ycua.org; SWestover@ycua.org; bstumbo@ytown.org; klovejoyroe@ytown.org; ldoe@ytown.org; nwyrybk@ytown.org; rlange@cityofypsilanti.com; muy@cityofypsilanti.com; paul@stauderbarch.com; colis@millercanfield.com; hare@millercanfield.com; dimov@millercanfield.com; tdaniels@psedlaw.com

CONTRACT

THIS CONTRACT, dated as of April 23, 2014, by and among the YPSILANTI COMMUNITY UTILITIES AUTHORITY, a municipal authority and public body corporate of the State of Michigan (hereinafter referred to as the "Authority"), the CHARTER TOWNSHIP OF YPSILANTI (the "Township") and the CITY OF YPSILANTI (the "City," together with the Township referred to as the "Local Units") both located in the County of Washtenaw, Michigan,

WITNESSETH:

WHEREAS, the Authority has been incorporated under the provisions of Act No. 233, Public Acts of Michigan, 1955, as amended (hereinafter referred to as "Act 233"), for the purposes set forth in Act 233 and the Local Units being constituent members of the Authority; and

WHEREAS, it is immediately necessary and imperative for the public health and welfare of the present and future residents of the Local Units that certain wastewater system improvements in the Local Units, consisting of the replacement of existing heating and ventilating systems at the four main pump stations and improving existing grit processing equipment to provide greater flexibility of the system, together with all necessary appurtenances and attachments thereto be acquired and constructed to service the Local Units (the "Project"); and

WHEREAS, plans and an estimate of cost of said improvements have been prepared by the Authority's consulting engineers (the "Consulting Engineers"), which said estimate of cost totals not to exceed $5,000,000; and

WHEREAS, each of the Local Units is desirous of having the Authority arrange for the acquisition of said improvements, in order to furnish the residents of each of the Local Units with improved wastewater system services and facilities; and

WHEREAS, the parties hereto have determined that said improvements are essential to the general health, safety and welfare of each of the Local Units; and

WHEREAS, the Authority and the Local Units are each agreeable to the execution of this Contract, by and between themselves, to provide, among other things, for the financing of the cost of the Project; and

WHEREAS, each of the Local Units has approved and authorized the execution of this Contract by resolution of its governing body; and

WHEREAS, this Contract will become effective for each of the Local Units upon expiration of a period of forty-five days following publication by each of the Local Units of its respective notice of intention without filing of a petition for referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of the respective Local Unit;

NOW, THEREFORE, in consideration of the premises and the covenants made herein, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1. The Authority and the Local Units each have previously approved and again approve the establishment of wastewater system improvements in the Local Units under the provisions of Act 233, together with all necessary appurtenances, attachments and rights in land adequate and sufficient to furnish such service to the area of each of the Local Units, as set forth in the plans prepared by the Consulting Engineers.

SECTION 2. The system referred to in Section 1 above is hereby designated as YPSILANTI COMMUNITY UTILITIES AUTHORITY WASTEWATER SYSTEM NO. 5 (City of Ypsilanti and Charter Township of Ypsilanti) (hereinafter sometimes referred to in this Contract as the "System").

SECTION 3. Each of the Local Units hereby consents to the use by the Authority and any parties contracting with the Authority of the public streets, alleys, lands and rights-of-way in each Local

Unit for the purpose of performing the Project.

SECTION 4. The System is designed to serve areas in each of the Local Units as described in the plans prepared by the Consulting Engineers and is immediately necessary to protect and preserve the public health; and each Local Unit does, by these presents, consent to the furnishing of such service through the System pursuant to Section 8 hereof, to the individual users in each Local Unit.

SECTION 5. The Authority and each of the Local Units hereby approve and confirm the plans for the System prepared by the Consulting Engineers and the total estimated cost thereof of not to exceed the sum of $5,000,000 and the Local Units' combined share thereof (100%) of $5,000,000. Said cost estimate includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the System, the acquisition of all materials, machinery and necessary equipment, and all engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the System and the financing thereof.

SECTION 6. The Authority will take bids for the construction of the Project and the Authority shall in no event agree to any contract price or prices as will cause the actual cost thereof to exceed the estimated cost as approved in Section 5 of this Contract unless each of the Local Units, by resolution of its legislative body, (a) approves said increased total cost, and (b) agrees to pay such prorated excess over the estimated cost, either in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in Sections 10 and 16 of this Contract, to be increased to an amount which will provide sufficient funds to meet said increased cost, and approves a similar increase in the installment obligations of each Local Unit, if any, pledged under the terms of this Contract to the payment of such bonds.

SECTION 7. The Project shall be constructed by the Authority substantially in accordance with the plans and specifications therefor approved by this Contract. All matters relating to engineering plans and specifications, together with the making and letting of final construction contracts, the approval of work and materials thereunder, and construction supervision, shall be in the control of the Authority. All acquisition of sites and rights-of-way shall be done by the Authority. Each Local Unit's share of the costs of such acquisition shall be paid from bond proceeds and, in addition, any costs incurred by any Local Units in connection with the acquisition or construction of the System, including engineering expenses, shall be promptly reimbursed to the Local Unit by the Authority from the proceeds of Authority Bonds.

SECTION 8. The System shall be retained, maintained and operated by the Authority. The parties hereto agree that the System shall be improved upon, operated, administered and maintained for the sole use and benefit of the Local Units and their respective users, including contract customers.

SECTION 9. To provide for the construction and financing of the Project in accordance with the provisions of Act 233, the Authority shall take the following steps:

(a) Immediately after execution hereof, the Authority will promptly take steps to adopt a resolution providing for the issuance of its bonds, in one or more series, in the aggregate principal amount of not to exceed $5,000,000 (except as otherwise authorized pursuant to Section 16 of this Contract) to finance each of the Local Units' share of the cost of the System. Said bonds shall mature serially, as authorized by law, and shall be secured by the contractual obligations of each Local Unit in this Contract. After due adoption of the resolution, the Authority will take all necessary legal procedures and steps necessary to effectuate the sale and delivery of said bonds to the Michigan Finance Authority.

(b) The Authority shall take all steps necessary to take bids for and enter into and execute final acquisition and construction contracts for the construction of the Project as specified and approved hereinbefore in this Contract, in accordance with the plans and specifications therefor based on the plans as approved by this Contract. Said contracts shall specify a completion date agreeable to each Local Unit and the Authority.

(c) The Authority will require and procure from the contractor or contractors undertaking the actual construction of the Project necessary and proper bonds to guarantee the performance of the contract or contracts and such labor and material bonds as may be required by law.

(d) The Authority, upon receipt of the proceeds of sale of the bonds, will comply with all provisions and requirements provided for in the resolution authorizing the issuance of the bonds and this Contract relative to the disposition and use of the proceeds of sale of the bonds.

(e) The Authority may temporarily invest any bond proceeds or other funds held by it for the benefit of each Local Unit as permitted by law and investment income shall accrue to and follow the fund producing such income. The Authority shall not, however, invest, reinvest or accumulate any moneys deemed to be proceeds of the bonds pursuant to §148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder (the "Code"), in such a manner as to cause the bonds to be "arbitrage bonds" within the meaning of Code § 103(b)(2) and §148.

SECTION 10. The cost of the System shall be charged to and paid by each Local Unit to the Authority in the manner and at the times herein set forth.

The cost of the Project to be financed with the issuance of one or more series of bonds of the Authority ($5,000,000) shall be paid by the Local Units to the Authority in annual installments (corresponding to principal payments on each series of the bonds on the next
October 1st of each year) on September 15 of each year, as follows:

2015	$195,000
2016	200,000
2017	205,000
2018	210,000
2019	215,000
2020	220,000

2021	225,000
2022	235,000
2023	240,000
2024	245,000
2025	250,000
2026	255,000
2027	265,000
2028	270,000
2029	275,000
2030	285,000
2031	290,000
2032	300,000
2033	305,000
2034	315,000

Each Local Unit shall pay its Local Unit Share (as hereinafter defined) of each payment required to be made by the Local Units to the Authority pursuant to this Section 10 of the Contract. "Local Unit Share" means initially for each Local Unit, the percentage of each payment as follows:

Charter Township of Ypsilanti	77.81%
City of Ypsilanti	22.19%

The Local Unit Share is subject to adjustment on an annual basis based upon existing agreements between the Local Units.

It is understood and agreed that the bonds of the Authority hereinbefore referred to will be issued in anticipation of the above contractual obligation, with principal installments on October 1 of each year, commencing with the year 2015, corresponding to the principal amount of the above installments, and each Local Unit shall also pay to the Authority in addition to said principal installments, on March 15 and September 15 of each year, commencing on September 15, 2014, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest, not to exceed two and one-half percent (2.5%) per annum, due on the next succeeding interest payment date (April 1 and October 1, respectively), on the installment portions of said bonds of the Authority from time to time outstanding. From time to time as other costs and expenses accrue to the Authority from handling of the payments made by each Local Unit, or from other actions taken in connection with the System, the Authority shall notify each Local Unit of the amount of such fees and other costs and expenses, and each Local Unit shall, within thirty (30) days from such notification, remit to the Authority sufficient funds to meet such fees and other costs and expenses. The principal payment date may be adjusted to April 1 at the time the bonds are sold to the Michigan Finance Authority but shall be payable in not more than twenty annual installments.

Should cash payment be required from each Local Unit in addition to the amounts specified in the preceding paragraph to meet additional costs of constructing the System, each Local Unit shall, upon written request by the Authority, furnish to the Authority written evidence of their agreement and ability to make such additional cash payments, and the Authority may elect not to proceed with the acquisition or financing of the System until such written evidence, satisfactory to the Authority, has been received by it. Each Local Unit shall pay to the Authority such additional cash payments within thirty (30) days after written request for such payment has been delivered by the Authority to such Local Unit.

The Authority shall, within thirty (30) days after the delivery of the bonds of the Authority hereinbefore referred to, furnish each Local Unit with a complete schedule of installments of principal and interest thereon, and the Authority shall also (a) at least sixty (60) days prior to January 1 of each year, commencing in 2015, advise each Local Unit, in writing, of the exact amount of interest installment due on the Authority bonds on the next succeeding April 1, and payable by each Local Unit on March 15, as hereinbefore provided, and the exact amount of principal and interest installments due on the bonds of the Authority on the next succeeding October 1, and payable by each Local Unit on September 15, as hereinbefore provided.

If any principal installment or interest installment is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

SECTION 11. Each Local Unit, pursuant to the authorization contained in Act 233, hereby irrevocably pledges its limited tax full faith and credit for the prompt and timely payment of its respective obligations pledged for bond payments as expressed in this Contract, and shall each year, commencing with the fiscal year commencing January 1, 2015 for the Township and July 1, 2014 for the City set aside sufficient general fund moneys to make the payments, and, if necessary, levy an ad valorem tax on all the taxable property in the Local Unit, subject to applicable constitutional, statutory and charter tax rate limitations, in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Contract becoming due before the time of the following year's tax collections. Nothing herein contained shall be construed to prevent the Local Unit from using any, or any combination of, means and methods provided in Section 7 of Act 233, as now or hereafter amended, including revenues derived from user charges or special assessments, for the purpose of providing funds to meet its obligations under this Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

SECTION 12. Each Local Unit may pay in advance any of the payments required to be made by this Contract, in which event the Authority shall credit the respective Local Unit with such advance payment on future due payments to the extent of such advance payment.

SECTION 13. Each Local Unit may pay additional moneys over and above any of the payments specified in this Contract, with the written request that such additional funds be used to prepay installments, in which event the Authority shall be obligated to apply and use said moneys for such purpose to the fullest extent possible. Such moneys shall not then be credited as advance payments under the provisions of Section 12 of this Contract.

SECTION 14. In the event a Local Unit shall fail for any reason to pay to the Authority at the times specified the amounts required to be paid by the provisions of this Contract, the Authority shall immediately give notice of such default and the amount thereof, in writing, to the Treasurer of such Local Unit, the Treasurer of the County of Washtenaw, the Treasurer of the State of Michigan, and such other officials charged with disbursement to such Local Unit of funds returned by the State and now or hereafter under Act 233 available for pledge, as provided in this paragraph and in Section 12a of Act 233, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to such Local Unit of the aforesaid funds, is, by these presents, specifically authorized by the Local Unit, to the extent permitted by law, to withhold from the aforesaid funds the maximum amount necessary to cure said deficit and to pay said sums so withheld to the Authority, to apply on the obligations of such Local Unit as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the Local Unit within the meaning of the Michigan Constitution and statutes, the purpose of this provision being voluntarily to pledge and authorize the use of said funds owing to such Local Unit to meet any past-due obligations of such Local Unit due under the provisions of this Contract. In addition to the foregoing, the Authority shall have all other rights and remedies provided by law to enforce the obligations of each Local Unit to make its respective payments in the manner and at the times required by this Contract, including the right of the Authority to direct each Local Unit to make a tax levy to reimburse the Authority for any funds advanced.

SECTION 15. It is specifically recognized by each Local Unit that the debt service payments required to be made by each pursuant to the terms of Section 10 of this Contract are to be pledged for and used to pay the principal installments of and interest on with respect to the bonds to be issued by the Authority as provided by this Contract and authorized by law, and each Local Unit covenants and agrees that it will make all required payments to the Authority promptly and at the times herein specified without regard to whether the System is actually completed or placed in operation.

SECTION 16. If the proceeds of the sale of the bonds to be issued by the Authority are for any reason insufficient to complete each Local Unit's share of the cost of the System, the Authority shall automatically be authorized to issue additional bonds in an aggregate principal amount sufficient to pay the respective Local Unit's share of completing the System and to increase the annual payments required to be made by each Local Unit in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized plus the additional bonds to be issued. It is expressly agreed between the parties hereto that the Authority shall issue bonds pursuant to this Contract and each Local Unit shall be committed to retire such amount of bonds as may be necessary to pay each Local Unit's share of the costs of the System whether or not in excess of those presently estimated herein. Any such additional bonds shall comply with the requirements of Act 233 and any increase in the annual payments shall be made in the manner and at the times specified in this Contract. In lieu of such additional bonds, each Local Unit may pay over to the Authority, in cash, sufficient moneys to complete each Local Unit's share of the System.

SECTION 17. After completion of the System and payment of all costs thereof, any surplus remaining from the proceeds of sale of bonds shall be used by the Authority for either of the following purposes, at the sole option of and upon request made by resolution of any Local Unit, to wit: (a) for additional improvements to the System or for other projects of the Authority undertaken on behalf of said Local Units; subject to approval of the Authority; or (b) credited by the Authority toward the next payments due the Authority by said Local Units hereunder.

SECTION 18. The obligations and undertakings of each of the parties to this Contract shall be conditioned on the successful issuance and sale of the bonds pursuant to Act 233, and if for any reason whatsoever said bonds are not issued and sold within two (2) years from the date of this Contract, this Contract, except for payment of preliminary expenses and ownership of engineering data, shall be considered void and of no force and effect.

SECTION 19. The Authority and Local Units each recognize that the owners of the bonds issued by the Authority under the provisions of Act 233 to finance the cost of the System will have contractual rights in this Contract, and it is, therefore, covenanted and agreed by the Authority and each Local Unit that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the bonds or the prompt payment of principal or interest thereon. The Local Units and the Authority each further covenant and agree that each will comply with its respective duties and obligations under the terms of this Contract promptly at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this Contract insofar as they pertain to the security of any such bonds shall be deemed to be for the benefit of the owners of said bonds.

SECTION 20. This Contract shall remain in full force and effect from the effective date hereof (as provided in Section 23) until the bonds issued by the Authority are paid in full, but in any event not to exceed a period of thirty (30) years. At such time within said 30-year term as all of said bonds are paid, this Contract shall be terminated. In any event, the obligation of each Local Unit to make payments required by this Contract shall be terminated at such time as all of said bonds are paid in full, together with any deficiency or penalty thereon.

SECTION 21. The parties hereto hereby expressly agree that the Authority shall not be liable for and each Local Unit shall, to the extent legally available, pay, indemnify and save the Authority harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages and losses of every conceivable kind whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the Project; the ownership, acquisition, construction, operation, maintenance and repair of the System; this Contract; or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the Authority be held harmless by each Local Unit from liability for such claims, actions, demands, expenses, damages and losses, however caused or however arising, including, but not limited to, to the extent not prohibited by law, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the Authority or by negligence for which the Authority may be held liable. In any action or proceeding brought about by reason of any such claim or demand, each Local Unit, to the extent legally available, will also pay, indemnify and save the Authority harmless from and against all costs, reasonable attorneys' fees and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands, or any of them, in the event it is determined that there is any liability on the part of the Authority. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the Authority on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the Authority has not paid the same, each Local Unit shall be obligated to pay to the Authority, upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the Authority by reason of any such claims or demands, whether said claims or demands are groundless or not, each Local Unit shall, upon written notice and demand from the Authority, but not without written consent of the Authority, settle any such action in the proceeding. Notwithstanding the foregoing, nothing contained in this Section shall be construed to indemnify or release the Authority against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the Authority's employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the System, this Contract or the issuance, sale or delivery of the bonds herein described.

SECTION 22. This Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

SECTION 23. This Contract shall become effective upon (i) approval by each legislative body of the Local Unit, (ii) approval by the Board of the Authority, (iii) expiration of the forty-five day period following publication by each Local Unit of its notice of intention without filing of a petition for referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of such Local Unit, and (iv) due execution by the Supervisor and Township Clerk of the Township, the Mayor and City Clerk of the City and by the Chair and Secretary of the Authority.

SECTION 24. In the event construction bids are received by the Authority pursuant to Section 9 hereof and such bids are below the Consulting Engineers' estimates thus necessitating a smaller amount of Bonds for each Local Unit's share to be issued than $5,000,000, the Authority shall be automatically authorized to reduce the amount of Bonds sold and the annual principal installments specified in Section 10 of this Contract shall be automatically revised according to the new debt service schedule for the Bonds, without the necessity of publication of notice of such revision.

SECTION 25. This Contract may be executed in several counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

In the presence of:	YPSILANTI COMMUNITY UTILITIES AUTHORITY
______________________	By: ______________________ Chair
______________________	By: ______________________ Secretary
In the presence of:	CHARTER TOWNSHIP OF YPSILANTI
______________________	By: ______________________ Supervisor
______________________	By: ______________________ Township Clerk
In the presence of:	CITY OF YPSILANTI
______________________	By: ______________________ Mayor
______________________	By: ______________________ City Clerk

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Resolution No. 2014 – 081
April 1, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the public hearing to consider the "YCUA Big Four Pump Stations and HVAC WWTP Grit System SRF Bond Sale" be **officially closed.**

OFFERED BY: ______________________________

SUPPORTED BY: ______________________________

YES: NO: ABSENT: VOTE:

Resolution No. 2014 – 82
April 1, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Minutes of February 25, and March 18, 2014 be approved.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

DRAFT

CITY OF YPSILANTI
SPECIAL COUNCIL MEETING MINUTES
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, FEBRUARY 25, 2014
7:00 P.M.

I. <u>CALL TO ORDER</u> –

The meeting was called to order at 7:07 p.m.

II. <u>ROLL CALL</u> –

Council Member Jefferson	Present	Council Member Robb	Present
Council Member Moeller	Absent	Council Member Vogt	Present
Council Member Murdock	Present	Mayor Schreiber	Present
Mayor Pro-Tem Richardson	Absent		

Council Member Jefferson moved, supported by Council Member Vogt to excuse the absences. On a voice vote, the motion carried and the absences were excused.

III. <u>INVOCATION</u> –

The Mayor asked all to stand for a moment of silence.

IV. <u>PLEDGE OF ALLEGIANCE</u> –

"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. <u>INTRODUCTIONS</u> –

Mayor Schreiber introduced Community Development Director Teresa Gillotti, City Attorney John Barr, Assistant to the City Attorney Jesse O' Jack, Planning Commissioner Gary Clark, Downtown Development Authority Chair Amanda Edmonds, and Washtenaw County Housing Community Infrastructure Manager Brett Lenart.

VI. <u>AUDIENCE PARTICIPATION</u>-

1. Sandra Elinger, 915 Pleasant Drive, interested in how the Water Street Flats will affect the city and expressed concern for low income housing.

VII. <u>REMARKS BY THE MAYOR –</u>

Mayor Schreiber thanked those who spoke during the audience participation.

VIII. <u>RESOLUTIONS/MOTIONS/DISCUSSIONS</u>

Workshop for Water Street Flats Proposal

Ms. Gillotti thanked City Council for holding the Special Meeting. She mentioned there were some changes to the proposal and that she would answer some of the questions asked by Council and staff. Some Council Members and staff visited several properties managed by Herman & Kittle Properties in Indianapolis, Indiana. She discussed with Council the layout, infrastructure, design, affordable housing, benefits of tax, timeline, and steps for approval. ***(Powerpoint presentation link on city's website)***

Mayor Schreiber asked about the structures in the parking lot.

Ms. Gillotti responded that they are proposed garages which are combined with storage units. They would be available for rent from the tenants. There was also an amenity area.

Council Member Vogt expressed concern about the parking availability.

Ms. Gillotti responded they will be working on that in the site plan.

Council Member Vogt expressed concern of the appearance of the building in the long term.

Mr. Lenart described the affordable housing study conducted by Washtenaw County in 2007. He stated the county will redo the assessment to set goals for housing needs in the county.

Council Member Robb asked if the City of Ypsilanti and Ypsilanti Township have enough affordable housing for the county and if it has changed much since the study was conducted.

Mr. Lenart felt there should be an emphasis of home ownership instead of affordable housing.

Mayor Schreiber asked Mr. Lenart to explain the financial restrictions and oversight of low income housing tax credits.

Mr. Lenart gave a brief description of low income tax credits.

Council Member Robb asked for a comparison in the tenant selection process between the Housing Commission and Herman & Kittle.

Ms. Gillotti responded she would send the details to him.

Council Member Robb stated he noticed that Herman & Kittle improves their construction with every new property they build. He doesn't fully support the amenity area since there will be a recreation building close by. He wanted the security system to be added into the purchase agreement. He didn't like the snow removal of one of the properties he visited. He expressed concern that the city would receive any taxes until 2018.

Ms. Gillotti stated that she would be going over the green standards with Herman & Kittle and they have considered moving the amenity area. She stated she would follow up with him on some of his concerns.

Council Member Vogt stated he had similar concerns of Council Member Robb. He emphasized the importance of the aesthetics, parking, and security system of the property.

Ms. Gillotti stated that Police Chief DeGiusti expressed concern over the lighting of some of the areas which had security systems and he gave some recommendations that would help the Police Department utilize the security system more effectively.
Council Member Vogt thanked city staff for their hard work in Water Street.

Mayor Schreiber stated that to be make the property a success it needs to be mixed income. In order to do that it needs to be attractive, eco friendly or green, and maintained well.

Mr. Lange thanked Teresa for her diligence on getting Water Street developed. He expressed concern over the loans due 2016 and the chance to refinance Water Street is in May 2016 and the developments could create $350,000 down payment. He believed the infrastructure on this development would increase the value of the land. He stated the MSHDA credits end on January 1, 2017. He also stated the debt payment on Water Street will increase to $1.685 million in 2017.

IX. **AUDIENCE PARTICIPATION** -

1. Mark Hergott, 111 Miles, thanked Ms. Gillotti and Mr. Lange for their oversight on the development. He also expressed concern over the development.
2. Dave Heikkinen, 133 W. Michigan Ave, stated he doesn't want the project on Water Street.
3. Patricia Bigilow, 1201 Roosevelt Blvd, expressed concern over the aesthetics of the project and how that will affect Water Street.
4. Sandra Elinger, 915 Pleasant Drive, opposed the project because of the aesthetics and believes that Water Street could have better development.
5. Gary Clark, 309 Cross St, expressed the benefit of the developer providing infrastructure on the site.
6. Nicole Markovitz, resident from Ypsilanti township, expressed concern over the impact the project may have on the city.
7. Amanda Edmonds, DDA Chair, suggested Council look over the city's Master Plan.

X. **REMARKS BY THE MAYOR** –

Mayor Schreiber thanked those who spoke in audience participation and mentioned the difference between public housing and this development.

Council Member Murdock stated the project is a positive development for the city since it includes the infrastructure and is a high residential project. He expressed confidence in the Planning Commission and staff in getting the design and aesthetics improved to make it better.

Council Member Robb stated the financial impact the project will have on surrounding businesses and downtown.

Mayor Schreiber stated the project does include aspects of the Master Plan.

XI. **ADJOURNMENT** –

Resolution No. 2013-057, adjourning the Special 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.

OFFERED BY: Council Member Jefferson
SUPPORTED BY: Council Member Vogt

On a voice vote, the motion carried and the meeting adjourned at 9:41 p.m.

DRAFT

CITY OF YPSILANTI
COUNCIL MEETING MINUTES
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, March 18, 2014
7:00 P.M.

I. CALL TO ORDER –

The meeting was called to order at 7:05 p.m.

II. ROLL CALL –

Council Member Jefferson	Absent	Council Member Robb	Present
Council Member Moeller (7:14)	Present	Council Member Vogt	Present
Council Member Murdock	Present	Mayor Schreiber	Present
Mayor Pro-Tem Richardson	Absent		

Council Member Vogt moved, supported by Council Member Murdock to excuse the absences. On a voice vote the motion carried.

III. INVOCATION –

The Mayor asked all to stand for a moment of silence.

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 –

Mayor Schreiber introduced City Clerk Frances McMullan, Treasurer Kimberly Teamer, City Attorney John Barr, Assistant to the City Manager Ericka Savage, Assistant City Attorney Jesse O'Jack, Tyler Weston, Community Development Director Teresa Gillotti, Michael Benham, Michael Ford, Jeff Castro, Scott Westover, Duane Harrington, Nathan Vought, Heidi Jugentitz, Steve Petty, Mike Bodary, Tom Coles, and E.M.U. Students.

VI. AGENDA APPROVAL –

Mayor Schreiber requested that Gary Clark be deleted from the resolution reappointing him to the Planning Commission.

On a voice vote, the motion carried and the agenda was approved as amended.

VII. PRESENTATIONS –

1. Ann Arbor YMCA Update – Steve Petty was present on behalf of Cathi Duchon, President and CEO

2. AAATA Five Year Plan/May Ballot Question – Gillian Ream Gainsley, AAATA Board of Directors and Michael Benham, Special Assistant for Strategic Planning.

3. YCUA Big Four Pump Stations and HVAC WWTP Grit System SRF Bond Sale - YCUA Director Jeff Castro.

VIII. <u>PUBLIC HEARING</u> -

New Obsolete Property Rehabilitation Act Exemption for Thompson Block Project
(Continued from March 4, 2014)
A. Resolution No. 2014-060, determination.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Obsolete Property Rehabilitation Act, Public Act 146 of 2000 (the "Act"), provides for a tax incentive to encourage the redevelopment of obsolete buildings through the establishment of an Obsolete Property Rehabilitation District; and

WHEREAS, pursuant to PA 146 of 2000, the City of Ypsilanti is a Qualified Local Governmental Unit eligible to establish one or more Obsolete Property Rehabilitation Districts; and

WHEREAS, the Council of the City of Ypsilanti legally established an Obsolete Property Rehabilitation District that includes parcel #11-11-04-495-024 (400 N. River St.) as part of a broader district including the three DDA districts on June 5, 2012 after a public hearing held on the same date as provided by section 3 of Public Act 146 of 2000; and

WHEREAS, the combined parcel at 400 N. River Street has been certified functionally obsolete by the City Assessor per P.A. 146 in February 2014; and

WHEREAS, the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in the City of Ypsilanti eligible under Public Act 146 of 2000 to establish such a district; and

WHEREAS, the owners of the above referenced parcels, Thompson Block Partners, LLC have submitted an application

for an obsolete property as defined in section 2(h) of Public Act 146 of 2000 requesting an exemption for a period of 12 years as a function of the Act; and

WHEREAS, the application included all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate; and

WHEREAS, Thompson Block Partners, LLC are not delinquent in any taxes related to the facility; and

WHEREAS, the owners of the above referenced parcel have proposed to rehabilitate currently vacant, fire-damaged, blighted, and functionally obsolete structure into first floor commercial space, and upper story residential lofts; and

WHEREAS, the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) does not exceed 5% of the total taxable value of the City of Ypsilanti; and

WHEREAS the rehabilitation includes improvements aggregating approximately 100% of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.

WHEREAS, the review committee met on February 19, 2014 and recommends approval of the application for a period of twelve years (2015-2026); and

WHEREAS, the application is not recommended for an extension; and

WHEREAS the completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, increase commercial activity, revitalize urban areas, and increase number of residents in the community in which the facility is situated.

WHEREAS, the application was approved at a public hearing as provided by section 4(2) of Public Act 146 of 2000 on March 4, 2014; and

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council herby grants an Obsolete Property Rehabilitation Exemption for a period of 12 years beginning December 31, 2014 and ending December 30, 2026 for the real property, excluding land, located in the Obsolete Property Rehabilitation District which include parcel #11-11-04-495-024 (400 N. River Street) pursuant to the provisions of PA 146 of 2000, as amended, subject to completion of the renovations by December 31, 2016, the final approval of exemption certificates by the State Tax Commission, and to the taxes on the property being paid on time.

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

Tyler Weston, representing the developer and Nathan Voght, Washtenaw County Brownfield Program, was present to answer questions from Council.

Ms. Gillotti gave an overview of the request.

SUMMARY & BACKGROUND:

The Thompson Block redevelopment project has a long history of starts and stops, several of which are part of the approvals and changes requested by City Council. As a reminder, the proposed redevelopment consists of the combined parcel which includes 400-412 N. River St. (the buildings), the vacated alley to the east, and the land of the former 107 E. Cross St.

The proposed reuse of the existing structure will include restoring the building and façade, with 16 upper story residential lofts, and a combination of commercial/retail uses on the first floor totaling approximately 10,000 sf. The vacated alley and the vacant 107 E. Cross will provide for parking, storm water management, and buffer between the development and adjacent properties.

During the mid to late 2000s, Historic Equities Fund, LLC, worked to secure financing and related tax incentives in order to rehabilitate the property. On September 23, 2009 the structure suffered a significant fire, effectively stopping all redevelopment efforts.

In 2013, the newly formed Thompson Block Partners, LLC took over and restarted the efforts to redevelop the property including expanding the project scope by vacating a portion of the adjacent alley to the east, and combining 400 N. River, the alley and 107 E. Cross into a single property. The broader project then received Planned Unit Development rezoning and site plan approval through the planning Commission and City Council as of January 7, 2014.

Request for Obsolete Property Rehabilitation Tax Exemption

In 2006, City Council approved an OPRA exemption for the Thompson Block project for 12 years with a condition that the work be completed in three years. As development did not occur, the current owners, Thompson Block Partners, are asking City Council to revoke the existing OPRA and to approve a new OPRA for 12 years.

The combined parcel under consideration is parcel ID # 11-11-04-495-024. The assessor previously did an inspection post-fire and has again provided a certificate of obsolescence for the site.

Project Financing

Total project costs are estimated at $5,875,000 and include building, parking lot, storm water management and streetscape improvements along N. River Street in particular.

The financing includes the following contributions:

- Historic Tax Credits (state enhanced and federal)
- Investor shares ($10,000 each)
- Bank loan or other mortgage
- State of Michigan MBT credit
- MEDC Community Revitalization Program (CRP) grant
- City of Ypsilanti OPRA (pending)
- Brownfield Tax Increment Financing

The State of Michigan is greatly involved in the financing. Some financing remains from previous allocations (State enhanced historic preservation tax credits, MBT credits) as well as newer contributions such as the CRP grant and new Brownfield Plan.

The owner has applied for and received a grant from the Ypsilanti DDA for building and façade improvements up to $17,500.

OPRA Application

The applicant is requesting an Obsolete Property Rehabilitation Act (OPRA) exemption for 12 years. The OPRA would effectively freeze the value of the improvements on the combined property at the 2014 taxable value for improvements, approximately $109,308. Investment and improvements to the properties would not be taxed during the lifetime of the abatement. Post development value is estimated at $1.75 million by the City's assessor, a more conservative estimate than provided in the supporting materials.

Attached is the application and supporting materials, including the affidavit of obsolescence from the City Assessor, summary from the applicant, proforma as well as construction estimates. Additional detail is provided with the proposed Brownfield plan for the site. property. Project construction is expected to start in July.

DDA Recommendation

As the properties in question are in the DDA, it was requested that the DDA Board provide a recommendation. The DDA did discuss the application at their Feb. 20, 2014 meeting and have provided a resolution of unanimous support for the project.

Related to the DDA, the City assessor noted that as the combined parcel is only partially in the DDA, DDA capture would be portioned appropriately.

City Review

The City review team met on Feb. 19, 2014. The review team consisted of Aaron Powers and Doug Shaw from WCA Assessing, Teresa Gillotti, Planner, and Tim Colbeck from the DDA. The team reviewed the proformas, provided the more modest estimate of value once completed, and discussed the other details of the project. the team determined that the project meets the criteria set out in the City's tax abatement policy as well as the goals for the Blueprint for Downtown encouraging upper story residences and ground floor commercial.

Staff recommends tying the number of years for construction to be completed to the end of redemption period for the State Enhanced Tax Credits, December 31, 2016.

B. Open the public hearing.

1. Mike Bodary, YCUA Board Member and Former City Council Member, stated City Council needs to ensure that the project is timely and proceeding. He supported the plan and improvements have been made but City Council needs to keep the pressure on them.

C. Resolution No. 2014-061, close public hearing.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the public hearing to consider the "New Obsolete Property Rehabilitation Act Exemption for Thompson Block Project" be officially recessed until March 18, 2014.

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

On a voice vote the motion carried.

Council Member Moeller asked what happens if the resolution is not approved.

Ms. Gillotti replied they would probably not receive any additional financing from banks.

Mr. Weston stated that banks look at OPRAs for financial feasibility.

Council Member Moeller asked what the value of the project is.

Ms. Gillotti replied $5-$6 million.

Council Member Murdock asked what the estimated tax value is afterwards.

Ms. Gillotti replied $1.6 million is a conservative estimate.

Council Robb pointed out that the start date doesn't line up with the PUD and asked how many shares have been sold.

Mr. Weston replied 37 shares have been sold.

Council Member Robb asked if a loan is needed to start the work in July.

Mr. Weston stated they can start in July but not full scale without a loan.

Council Member Robb asked what happens if they run out of money, as it relates to the PUD.

Ms. Gillotti explained that they have a 6 month window to get started and no activity would make them go back to the PUD.

Council Member Robb pointed out that according to the Assessor Affidavit the address doesn't exist.

Ms. Gillotti stated that the address will be corrected and the affidavit can be updated to reflect the correct address.

Council Member Murdock asked with the OPRA would the taxes collected on the project would be frozen at $100,000.

Ms. Gillotti confirmed that was true.

Nathan Vought stated the Brownfield plan allows for capture of the state school taxes but the local taxes are suppressed by the OPRA. 21 mils will be used to pay off other Brownfield expenses. This OPRA would not defer the State Education Tax (SET) exemption. The state only gave 50% abatement for the first 5 years of the SET.

Council Member Murdock asked if the construction could be finished in 2015. It was originally 2015 but it was extended to 2016.

Ms. Gillotti stated it would be late 2015 or early 2016.

Mr. Weston stated due to the delays and their timeline it probably wouldn't be possible.

Mayor Schreiber stated that he would be supporting the OPRA and voting yes.

Council Member Vogt stated he would be supporting the OPRA and voting yes because he believed the City Council needs to support every effort to get this project completed.

Council Member Robb stated the project is around six months behind based on their timeline they presented in June. The deadline for construction to begin on the project is July 7^{th}.

Ms. Gillotti stated that City Council could put in the resolution to revoke their approval if the project doesn't start on that date. They could also change the language in the PUD to extend the deadline but the extension in the PUD now is only good once construction has begun.

Council Member Robb stated there should be a plan in place if construction doesn't start on July 7th.

Ms. Gillotti stated the state may not approve it if the resolution revokes the OPRA if construction hasn't started on a certain date but City Council can have city staff make another resolution to revoke the OPRA if construction doesn't start on that date.

Mr. Lange stated the timeframe to get construction started is short.

Ms. Gillotti stated it is possible to get construction started in late spring or early summer.

Mr. Vought stated getting the OPRA approved would help with the financing.

Council Member Robb asked when the State would approve the OPRA.

Ms. Gillotti stated she would check on when they approve tax abatements and follow up.

On roll call, the vote to approve Resolution No. 2014-060 was as follows:

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

VOTE:

Yes: 4 No: 1 (Moeller) Absent: 2 (Jefferson, Richardson) Vote: Carried

IX. <u>AUDIENCE PARTICIPATION</u> –

None

X. <u>REMARKS BY THE MAYOR</u> –

None

XI. <u>MINUTES</u> –

Resolution No. 2014-074, approving the minutes of February 11 and March 4, 2014.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Minutes of February 11 and March 4, 2014 be approved.

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

On a voice vote, the motion carried and the minutes were approved.

XII. <u>CONSENT AGENDA</u> – Resolution No. 2014-074A

1. Resolution No. 2014-075 , approving the updating of the Uniform Traffic Code – formatting as well as changes to give mid-block pedestrian crossing same status as pedestrian crossings at intersections. ***Second Reading (Ordinance No. 1215)***

   RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

   That a ordinance entitled "AN ORDINANCE TO AMEND CHAPTER 102 "TRAFFIC AND VEHICLES" OF THE YPSILANTI CITY CODE, ARTICLE II "UNIFORM TRAFFIC CODE," SECTION 102-34 "CHANGES IN CODE," TO AMEND RULE 706 SO THAT IT DOES NOT REQUIRE PEDESTRIANS TO YIELD THE RIGHT-OF-WAY WITHIN A MARKED CROSSWALK THAT IS NOT AT AN INTERSECTION, AND TO DELETE PREVIOUS AMENDMENTS OF THE UNIFORM TRAFFIC CODE AND TO RE-PASS THOSE PREVIOUS AMENDMENTS WHICH PERTAIN TO THE CURRENT VERSION OF THE UNIFORM TRAFFIC CODE" be approved on Second and Final Reading.

2. Resolution No. 2014-076 , approving Traffic Control Orders, making permanent 2013 TCOs. ***Second Reading (Ordinance No. 1216)***

   RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

   WHEREAS, the Traffic Review Committee has reviewed several traffic control requests and made appropriate recommendations based on best practices, City ordinance, and City policy; and

   WHEREAS, the City Manager has seen fit to issue temporary Traffic Control Orders 2013-01, 2013-02, 2013-04, 2013-05, 2013-06, 2013-07, 2013-08, and 2013-14 based on said recommendations; and

   WHEREAS, the City Manager recommends City Council provide final approval for the Traffic Control Orders listed above.

   NOW THEREFORE BE IT RESOLVED, THAT the City Council hereby approves Traffic Control Orders as listed above and authorizes the requested signage, pavement marking, and metering changes as approved by the Traffic Review Committee and City Manager be approved on Second and Final Reading.

3. Resolution No. 2014-077, renewing agreement with the Ann Arbor YMCA to provide youth recreation programming in city parks.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, due to reduced General Fund revenues, the City of Ypsilanti eliminated recreational programming for the City's youth; and

WHEREAS, financial contributions from foundations, businesses, non-profits and individuals, combined with contributions of time from many volunteers in the City, have kept the City's recreational facilities open; and

WHEREAS, the Ann Arbor YMCA desires to continue to provide recreational opportunities for area youth during 2014 and 2015; including youth basketball, youth flag football summer camps; and

WHEREAS, the City of Ypsilanti desires to offer the use of City park facilities to the Ann Arbor YMCA in return for providing recreational opportunities for area youth at no charge.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the agreement with the Ann Arbor YMCA to provide recreational opportunities during 2014 and 2015 to area youth in City parks, at no cost to the City.

4. Resolution No. 2014-078, approving appointments to Boards and Commissions.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

NAME	BOARD	TERM EXPIRATION
Jennifer Symanns (reappointment) **108 Oakwood** **Ypsilanti, MI 48197**	**Human Relations Commission**	**4/5/2017**
~~**Gary Clark (reappointment)**~~ ~~**309 E. Cross**~~ ~~**Ypsilanti, MI 48198**~~	~~**Planning Commission**~~	~~**5/1/2017**~~

Heidi Jugenitz (reappointment) **327 Miles** **Ypsilanti, MI 48198**	**Planning Commission**	**5/1/2017**
Nicki Sandberg (replacing Brett Lenart) **910 Sheridan Apt. 2** **Ypsilanti, MI 48197**	**Planning Commission**	**5/1/2017**
Eric Maes (reappointment) **1004 Sherman** **Ypsilanti, MI 48197**	**Parks and Recreation Commission**	**5/1/2017**
Tom Roach (reappointment) **912 Pearl** **Ypsilanti, MI 48197**	**Zoning Board of Appeals**	**5/1/2017**

OFFERED BY: Council Member Moeller
SUPPORTED BY: Council Member Vogt

On a voice vote, the motion carried and the Consent Agenda was approved.

XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2014-067, revoking 2006 OPRA tax exemption for Thompson Block project. ***(Postponed 3/4/14)***

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti considers requests for tax abatement to encourage further growth and development in the city; and

WHEREAS, the City previously granted an OPRA to Historic Equities LLC for the Thompson Block project in 2006; and

WHEREAS, work was not completed during the time-frame allotted by the approval, and the Thompson Block Partners have requested that the City revoke said 2006 OPRA tax abatement agreement to pursue an amended project;

NOW THEREFORE BE IT RESOLVED that the City of Ypsilanti revokes the 2006 OPRA tax abatement exemption for 400 North River Street.

OFFERED BY: Council Member Vogt
SUPPORTED BY: Council Member Moeller

On roll call, the vote to approve Resolution No. 2014-067 was as follows:

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

VOTE:

Yes: 5	No: 0	Absent: 2 (Jefferson, Richardson)	Vote: Carried

2. Resolution No. 2014-068, declaring the property at 400 N. River, parcel 11-11-04-495-024 blighted as defined in the Brownfield Redevelopment Financing Act, PA 381 of 1996, as amended. ***(Postponed 3/4/14)***

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the property at 400 N. River, parcel ID# 11-11-04-495-024 experienced a fire in September of 2009 and remains open to the elements; and

WHEREAS, the property no longer has utilities; plumbing, heating, and sewerage have been disconnected, and the building lacks complete floors as well as ingress and egress, thus it is unfit for occupancy or its intended use under the State of Michigan building code; and

WHEREAS, the City has inspected the property on numerous occasions and determined that remains a dangerous property per the definitions found in Chapter 18, Article VI of the City Code of Ordinances;

NOW THEREFORE BE IT RESOLVED that the City of Ypsilanti declares the property at 400 N. River blighted as defined in the Brownfield Redevelopment Financing Act, PA 381 of 1996, as amended, based on the above findings.

OFFERED BY: Council Member Vogt
SUPPORTED BY: Council Member Moeller

Staff has indicated in its report that the State of Michigan Economic Development Corporation (MEDC) has requested a blight resolution from the City of Ypsilanti in addition to the Assessor's certificate of obsolescence.

On roll call, the vote to approve Resolution No. 2014-068 was as follows:

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

VOTE:

Yes: 5	No: 0	Absent: 2 (Jefferson, Richardson)	Vote: Carried

3. Resolution No. 2014-069, supporting Brownfield Plan for Thompson Block project. ***(Postponed 3/4/14)***

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Washtenaw County established the Washtenaw County Brownfield Development Authority (WCBRA) in accordance with the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act") to encourage redevelopment of contaminated, functionally obsolete or blighted property by providing economic incentives;

WHEREAS, the property located at 400 North River Street (the "Property") has been determined to be functionally obsolete by a Level III Assessor and deemed blighted by Council resolution, and located in a qualified local unit of government, thus the property is considered to be an eligible property as defined in the Act;

WHEREAS, The Brownfield Plan for the Historic Thompson Block (the "Plan") has been created to facilitate the redevelopment of the Property to include approximately 10,000 square feet of office/retail businesses on the ground floor and approximately 16 upper story residential units for an overall investment estimated at $5.875 million;

WHEREAS, the Plan will allow application for a State of Michigan Brownfield Redevelopment Michigan Business Tax Credit valued at $175, 578.31 to assist in the financing of the redevelopment;

WHEREAS, the Plan must be approved by the City of Ypsilanti, before the WCBRA and Washtenaw County Board of Commissioners will consider the plan for approval; and

WHEREAS, neither Washtenaw County nor the Washtenaw County Brownfield Redevelopment Authority will incur a financial note or bonded indebtedness for neither this project nor is any local tax increment financing capture proposed;

NOW THEREFORE BE IT RESOLVED, That the Ypsilanti City Council approve The Brownfield Plan for Historic Thompson Block for the property located at 400 North River Street as authorized by the Washtenaw County Brownfield Redevelopment Authority.

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

This project previously utilized a Brownfield plan for additional eligible expenses. Post-fire, these expenses have changed and include streetscape improvements along River Street previously approved through the PUD/site plan approval process, as well as site preparation and storm water management for the parking lot on the east side of the building.

The current plan would collect taxes according to the proposed schedule in the attached Brownfield plan. If the OPRA is approved, then eligible expenses would be collected from State School education and Operating taxes. This collection is expected to last for 11 years, through 2025. Please note, that if taxable value declines and the collection period extends past the lifetime of the OPRA, local taxes could be collected. Further detail is provided in the draft Brownfield plan and memo from Washtenaw County Brownfield Authority staff Nathan Voght.

Ms. Gillotti requested a friendly amendment to the 2nd paragraph as follows:

> **WHEREAS, the property located at 400 North River Street (the "Property") has been determined to be functionally obsolete by a Level III Assessor <u>AND DEEMED BLIGHTED BY COUNCIL RESOLUTION</u> and deemed blighted by Council resolution, and located in a qualified local unit of government, thus the property is considered to be an eligible property as defined in the Act;**

Council agreed and the amendment was approved as friendly.

Ms. Gillotti asked for an amendment to the resolution. It was moved by Council Member Murdock and supported by Council Member Robb to approve the friendly amendment to Resolution No. 2014-069.

On roll call, the vote to approve Resolution No. 2014-069 was as follows:

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

VOTE:

Yes: 5 No: 0 Absent: 2 (Jefferson, Richardson) Vote: Carried

XIV. <u>LIASON REPORTS –</u>

A. SEMCOG Update
B. Washtenaw Area Transportation Study
   - Council Member Murdock stated the Washtenaw Area Transportation Study would meet Wednesday, March 19.
C. Washtenaw Metro Alliance
D. Urban County
   - Mayor Schreiber stated the Urban County would meet later this month.
E. Freight House

XV. COUNCIL PROPOSED BUSINESS –

Robb

- Asked how to fix 121 N. Washington which has been abandoned for five years?

  Ms. Gillotti stated the owner met with the Building Department and will be submitting documents to the Historic District Commission. He has to submit building plans because he plans on taking out the storefront. They're expecting an application soon.

- Thanked Public Services for picking up the debris on Cross Street.

XVI. COMMUNICATIONS FROM THE MAYOR -

- Described some of the projects and programs at Hamilton Crossing II.

XVII. COMMUNICATIONS FROM THE CITY MANAGER –

- Stated he has been attending the Michigan Municipal League Conference with city staff and other council members.

- Stated he made a list of the worst roads with Public Services Director Stan Kirton.

- Stated work can't be done on Prospect Road because of the frost levels. It may cost $50,000 to $80,000 and repairs may start next spring. The City will receive $68,000 in emergency relief money for the roads.

  Council Member Murdock asked how much was spent in road maintenance.

- Stated four of the five firefighters have been hired from the SAFER grant. One of them was the second woman firefighter to work for the City of Ypsilanti Fire Department. The fifth firefighter will start Wednesday, March 19. Additional firefighters may be hired after some retire.

- Stated four police officers have been hired, one retired, and another took a job in Lansing.

- Stated the process is undergoing to hire a Deputy Police Chief.

- Stated he is creating his first two year budget.

- Stated that Ms. Gillotti is working on a plan to extra resources toward economic development.

- Stated the Police Department needs maintenance and it has been included in the Police Chief's budget.

- Stated he gave a speech at the Rotary Club.

- Stated he will be attending the SEMCOG Conference.

- Stated he was happy to have Mrs. McMullan back and thanked Ms. Teamer, Ms. Schuette, and Semaj Ray for their hard work during her absence.

- Presented the Golden Spatula award to City Council.

XVIII. AUDIENCE PARTICIPATION –

1. Resident from Ypsilanti Township commented on the storefront at 121 N. Washington.

XIX. REMARKS FROM THE MAYOR -

XX. ADJOURNMENT -

Resolution No. 2014-079, 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.

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

On a voice vote the motion carried and the meeting adjourned at 9:07 p.m.

Resolution No. 2014 – 083
April 1, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2014-84, approving grant agreement with the Michigan Department of State to receive HAVA (Help America Vote Act) grant funds to upgrade the Qualified Voter File (QVF) infrastructure.

2. Resolution No. 2014-85, changing the regular meeting of Tuesday, May 6 to Thursday, May 8, 2014.

3. Resolution No. 2014-86, approving the designation and relocation of Ward 2, Precinct 2-4 to Estabrook Elementary School, 1555 W. Cross St., for the May 6, 2014 Special Election.

4. Resolution No. 2014-87, approving allocations for park improvements.

OFFERED BY: ______________________________________

SUPPORTED BY: ______________________________________

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION
April 1, 2014

To: Mayor and Council

From: City Clerk

Subject: Approval of Michigan Dept. of State HAVA grant agreement

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Over the next several months the Bureau of Elections (BOE), along with staff from the Department of Technology, Management and Budget (DTMB), will upgrade the QVF Replica Servers and move to the Microsoft Windows 7 operating system and new version of the Oracle database software (version 11g). Windows XP, which is currently utilized by the city, is older software version that will no longer be fully supported, so a move to newer versions of the software is required.

As with past equipment upgrades, the State of Michigan has provided a grant with no match required, to municipalities. The grant will cover an upgrade to the QVF (Qualified Voter File) infrastructure to meet the objectives of Michigan's HAVA State Plan, and will be paid for using HAVA funds.

In order for the State to purchase new equipment and use HAVA funds, each jurisdiction must complete a Grant Agreement. A Grant Agreement must be completed before new equipment can be provided by the State. The Grant Agreement is due by April 4, 2014. The equipment rollout is scheduled to begin in early to mid-April.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resolution, Grant Agreement

CITY MANAGER APPROVAL: ____________________ COUNCIL AGENDA DATE: 4/1/14

CITY MANAGER COMMENTS: ____________________

FISCAL SERVICES DIRECTOR APPROVAL: ____________________

City of Ypsilanti
Pride. Diversity. Heritage.

Resolution No. 2014 -84
April 1, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Bureau of Elections, along with staff from the Department of Technology, Management and Budget (DTMB), will upgrade the QVF Replica Servers and move to the Microsoft Windows 7 operating system and new version of the Oracle database software; and

WHEREAS, Microsoft Windows XP is an older software version that will no longer be fully supported, so a move to newer versions of the software is required; and

WHEREAS, the State of Michigan will use HAVA funds, with no matching fund required, to upgrade the Qualified Voter System (QVF) infrastructure to meet the objectives of Michigan's HAVA State Plan.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the grant agreement between the State of Michigan and the City of Ypsilanti for the Qualified Voter File Upgrade Project and authorize the City Clerk to sign the agreement.

OFFERED BY: ______________________________

SUPPORTED BY: ______________________________

YES: NO: ABSENT: VOTE:

STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF STATE AND THE
CITY OF YPSILANTI
GRANT AGREEMENT

QUALIFIED VOTER FILE (QVF) ORACLE/EQUIPMENT UPGRADE PROJECT

FUNDED BY HELP AMERICA VOTE ACT (HAVA), TITLE II, SECTION 251

This Grant Agreement is between the Michigan Department of State ("Department") and **City of Ypsilanti** ("Grantee"). This document shall constitute the Grantee's agreement for the receipt of federal financial assistance provided to the Department under the provisions of Title II, Section 251, of the Help America Vote Act (HAVA), CFDA 90.401. The Department refers to this program as the QVF Oracle/ Equipment Upgrade Project.

The purpose of this grant is to upgrade the Qualified Voter File infrastructure to meet the objectives of Michigan's HAVA State Plan. In order to meet this objective, the Department must replace remote workstations for certain QVF local sites throughout the state and upgrade these sites to a more current version of the Microsoft Windows Operating System as well as the Oracle database management system. Both the current systems are facing end of life and are no longer supported.

1. <u>Grant Period:</u>

Original Grant Agreements must be signed and returned by April 4, 2014. **No photocopies, faxed copies, or altered Grant Agreements will be accepted.**
Grant Agreements should be returned to:

Zada Schriner
Michigan Department of State
Financial Services Division
430 West Allegan, 4th Floor
Lansing, MI 48918

2. <u>Program:</u>

This program provides a QVF system upgrade in 2014. A system upgrade consists of one QVF server using the Windows 7 operating system, and Oracle database software. For a list of technical specifications, please refer to the attachment A.

The equipment covered by this Grant Agreement will replace only current QVF system (s); any non-QVF software that has been locally installed on the current equipment will not be replaced. Although other uses are acceptable, the primary use of the equipment covered by this Grant Agreement must be QVF related. If this equipment is no longer used for QVF activities, the Grantee must request disposal instructions from the Department.

3. Equipment:

This program is a one-time purchase of computer equipment used by certain jurisdictions to access the QVF. This program includes only the equipment described in attachment A. The purchase and maintenance of additional workstations, laser printers and other peripheral equipment not included in this Grant Agreement remain the sole responsibility of each QVF site. Maintenance of the equipment included in this program is the sole responsibility of each QVF site once any applicable warranties expire.

4. Performance:

The Department will review and, once approved, provide the Applicant with a copy of a fully executed Grant Agreement signed by a signatory from the **City of Ypsilanti** and the Department of State. The Department and or a designated representative will process all system orders. The Department will also coordinate the installation of these systems. Upon installation the Grantee must confirm the completion of the installation on a form provided by the Department.

5. Ownership:

Any equipment and software purchased pursuant to this Grant Agreement is the property of the Grantee. The jurisdiction is responsible for removing all QVF related software as well as all sensitive data prior to disposal.

6. Records Maintenance and Retention:

The Grantee will maintain a copy of all records pertaining to this program for a period of not less than six years from the date of the Department’s final expenditure report to the federal government, or until any litigation or audit findings have been resolved. The Grantee must perform a physical inventory of the property and reconcile it with property records every two years.

7. Mandatory Conditions:

Laws

This is a State of Michigan Grant Agreement and is governed by the laws of the State of Michigan. Any dispute arising as a result of this agreement shall be resolved in the State of Michigan.

Validity

This Grant Agreement is valid upon approval by the State Administrative Board and approval and execution by the Department.

Funding

This Grant Agreement is subject to and contingent upon the availability and appropriation of federal funds and any necessary State appropriation.

Costs

The State will not assume any responsibility or liability for costs incurred in relation to this Grant Agreement.

Cancellation

The Department may cancel this Grant Agreement upon failure to comply with the terms of the grant.

Entire Agreement

This Grant Agreement shall represent the entire agreement between the Department and Grantee regarding HAVA funding for QVF infrastructure upgrades, and supersedes any prior oral or written agreements, and all other representations between the parties relating to this subject.

Adherence to Terms

The failure of a party to insist upon strict adherence to any term (s) of this Grant Agreement shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term of the Grant Agreement.

8. Administration of Agreement:

Questions regarding the completion and submission of this Grant Agreement or the upcoming purchase process should be directed to David Tarrant at (517) 373-2543 between 8 AM and 5 PM weekdays or by email at tarrantd2@Michigan.gov.

The Grant Administrator on behalf of the Department for this grant application and the final Grant Agreement will be:

Timothy Hanson, Director
Program Development Division
Bureau of Elections
P.O. Box 20126
Lansing, MI 48901-0726
HansonT@Michigan.gov

All questions, comments and correspondence regarding this grant process and this Grant Agreement must be submitted in writing to the Grant Administrator.

9. <u>Certification/Signature:</u>

The following signatory certifies s/he is authorized to sign and bind the **City of Ypsilanti** to this Grant Agreement. Further, the person signing has reviewed and agrees to the conditions as outlined in this grant, and has personally examined and is familiar with the information submitted herein, as well as the requirements of the Help America Vote Act under which this grant has been submitted.

For the (Washtenaw County/City of Ypsilanti):

____
Name (print)

____
Title (print)

______________________________________ __________________________
Signature Date

For the State of Michigan, Department of State:

______________________________________ __________________________
Cindy Paradine Date
Financial Services Division

ATTACHMENT A

QUALIFIED VOTER FILE INFRASTRUCTURE UPGRADE

TECHNICAL SPECIFICATIONS

Base PC:	OptiPlex 7010 Desktop, Core i5-3470
Memory:	4GB non-ECC DDR3 (1 Dimm)
Keyboard:	USB Mouse/Keyboard
Hard Drive:	250GB HD
Operating System:	Windows 7 Enterprise 64-bit
CD/DVD-ROM:	DVDRW
Software:	Oracle Database Version 11g, QVF
Antivirus:	Symantec Endpoint Protection

Resolution No. 2014-85
April 1, 2014

Resolution to change City Council meeting date from May 6 to May 8, 2014

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that because of the Special Election to be held on May 6, 2014, the City Council meeting scheduled for May 6 is hereby moved to May 8, 2014.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION
April 1, 2014

To: Mayor and Council

From: Frances McMullan, City Clerk

Subject: Relocation of Ward 2, Precinct 2&4

Due to the consolidation of the Ypsilanti and West Willow Public Schools, the former Ypsilanti Middle School has been closed. This location was previously used as one of the city's permanent polling places and as a result of the close, it must be relocated.

Given the proximity of Estabrook Elementary School to the previous location, it was decided that utilizing that facility was the best option for the May 6th Special Election.

On March 28, 2014, the Election Commission approved the relocation and the consolidation of precincts to allow Estabrook Elementary to house Ward 2 Precinct 1&3 and 2&4.

I am requesting that Council approve the relocation of Ward 2, Precinct 2&4.

RECOMMENDED ACTION: Approval

ATTACHMENT: Resolution

CITY MANAGER APPROVAL: ________________________ COUNCIL AGENDA DATE: _________

CITY MANAGER COMMENTS: __________________________

FISCAL SERVICES DIRECTOR APPROVAL: _____________________________________

Resolution No. 2014 - 86
April 1, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti is always striving to improve efficiencies when conducting elections; and

WHEREAS, Ward 2, Precinct 2&4, was previously located in the Ypsilanti Middle School, 105 N. Mansfield, and due to the recent school consolidation, Ypsilanti Middle School has closed and is no longer available as a polling location;

WHEREAS, On March 28, 2014, the Ypsilanti Election Commission, approved the consolidation of precincts for the May 6, 2014 Special Election and a change of location to allow Ward 2, Precinct 2&4 to be moved to Estabrook Elementary School, 1555 W. Cross St..

NOW THEREFORE BE IT RESOLVED THAT the Council of the City of Ypsilanti approves the designation and relocation of Ward 2, Precinct 2&4 to Estabrook Elementary School, 1555 W. Cross St., for the May 6, 2014 Special Election.

OFFERED BY: ______________________________

SUPPORTED BY: ______________________________

YES: NO: ABSENT: VOTE:

Office of the City Manager

R E Q U E S T   F O R   L E G I S L A T I O N

To: Mayor Schreiber & City Council
From: Ericka R. Savage, Assistant to the City Manager
Date: March 28, 2014
RE: **Charles Street Tot Lot and Prospect Park Improvements**

SUMMARY/BACKGROUND

Council Members Robb and Murdock asked City staff to evaluate two city parks in need of improvements. Staff is recommending that $15,500 be allocated from the General Fund (101-7-7170-818-10) toward the following improvements:

Charles Street Tot Lot ($10,500)

- New play swings
- New climber and ground anchor
- New fall base materials

Prospect Park ($5,000)

- Upgrade two junior-sized basketball posts to regulation size posts
- Install four (4) new basketball hoops and backboards

Recommended Action: Approval
Attachments: Resolution

DATE RECEIVED:_______________ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF:____________ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:

One South Huron Street
Ypsilanti, MI 48197
esavage@cityofypsilanti.com

Tel (734) 483-1810
Fax (734) 483-7260
www.CityofYpsilanti.com

Resolution No. 2014 – 87
April 1, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti desires to maintain City parks and recreational facilities to safe and enjoyable conditions for visitors; and

WHEREAS, City staff evaluated Charles Street Tot Lot and Prospect Park and determined that certain improvements are necessary; and

WHEREAS, the cost to add new play swings, ground anchors, and fall base materials to Charles Street Tot lot is approximately $10,500; and

WHEREAS, the cost to upgrade two basketball posts from junior size to regulation size, install four new basketball hoops, and install four new basketball backboards in Prospect Park is approximately $5,000.

NOW THEREFORE BE IT RESOLVED that the City of Ypsilanti hereby allocates $15,500 in General Funds (101-7-7170-818-10) toward necessary improvements to the Charles Street Tot Lot and Prospect Park.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

Barr,
Anhut &
Associates, P.C.
ATTORNEYS AT LAW

105 Pearl Street
Ypsilanti, MI 48197
(734) 481-1234
Fax (734) 483-3871
www.barrlawfirm.com
e-mail: jbarr@barrlawfirm.com

John M. Barr
Karl A. Barr
~~~~~~~

Jesse O'Jack ~ Of Counsel
William F. Anhut ~ Of Counsel – Retired
Jane A. Slider ~ Legal Assistant

REQUEST FOR LEGISLATION

DATE: March 25, 2014

FROM: John M. Barr, City Attorney

SUBJECT: Metro Act Permit Application Great Lakes Comnet, Inc

SUMMARY/BACKGROUND

Companies that desire to use the right of way of the city must obtain a permit and pay for the use. The State of Michigan passed the Metro Act that requires companies to file an application for a permit with the local municipality on an approved form, including a map of the use.

The companies have to pay an annual fee of five cents a foot of the length of the right of way. The fee is paid to the state and the state sends most of the money back to the municipality.

Great Lakes Comnet, Inc. has filed an application for a permit. The application and map are attached to this RFL.

The municipality must approve or deny the permit within 45 days of application. The permit application was filed with this office on February 21.

I have reviewed the application and discussed the matter with the company representative and the state. The right of way use will be all above ground, except for a small area near the expressway. The application is in proper legal form and I recommend approval.
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ATTACHMENTS: Proposed Ordinance

RECOMMENDED ACTION: Adoption of the ordinance

DATE RECEIVED:________________ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF:____________ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:

Resolution No. 2014-88
April 1, 2014

RESOLUTION TO APPROVE RIGHT OF WAY
TELECOMMUNICATIONS PERMIT FOR GREAT LAKES COMNET, INC

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas Great Lakes Comnet, Inc. has, on February 21, 2014 filed an application with the City of Ypsilanti applying for a Right of Way Telecommunications Permit pursuant to the Metro Act, Act 48 of 2002; and

Whereas Great Lakes Comnet, Inc. has paid the required $500 application fee to the City; and

Whereas the application meets all the requirements of the said Metro Act.

NOW THEREFORE, the said Telecommunications Permit for Great Lakes, Comnet, Inc. is approved, and the Mayor and City Clerk are authorized to sign said permit, for and on behalf of the City of Ypsilanti.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

METRO Act Permit
Bilateral Form
Revised 12/06/02

COPY

RIGHT-OF-WAY TELECOMMUNICATIONS PERMIT

TERMS AND CONDITIONS

1 Definitions

1.1 Company shall mean Great Lakes Comnet, Inc. organized under the laws of the State of Michigan whose address is 1515 Turf Lane, Suite 100, East Lansing, MI 48823.

1.2 Effective Date shall mean the date set forth in Part 13.

1.3 Mayor shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his or her designee.

1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.

1.5 Municipality shall mean the City of Ypsilanti, a Michigan municipal corporation.

1.6 Permit shall mean this document.

1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.

1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.

1.9 Term shall have the meaning set forth in Part 7.

2 Grant

2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.

2.1.1 Exhibit A may be modified by written request by Company and approval by Mayor.

2.1.2 Mayor shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Mayor on a request for a modification may be appealed by Company to Municipality's legislative body.

2.2 Overlashing. Company shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:

3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is Nate Duffield, OSP Internal Project Manager, 1515 Turf Lane, Suite 100, East Lansing, MI 48823.

If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person(title or department) for them is Aaron Bowie, OSP Manager, Great Lakes Comnet , 1515 Turf Lane Suite 100, East Lansing, MI 48823

3.1.2 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Aaron Bowie, OSP Manager, Great Lakes Comnet, 1515 Turf Lane, Suite 100, East Lansing, MI 48823.

3.1.3 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Aaron Bowie, OSP Manager, Great Lakes Comnet, 1515 Turf Lane, Suite 100, East Lansing, MI 48823.

3.1.4 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency. (866) 221-2741

3.1.5 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.

4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.

4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.

4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.

4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").

4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.

4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.

4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.

4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.

4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.

4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.

4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.

5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.

5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars ($5,000,000).

6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars ($500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.

6.1.3 Automobile liability insurance in an amount not less than One Million Dollars ($1,000,000).

6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.

6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.

6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of $50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.

6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).

6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

7.1 Term. The term ("Term") of this Permit shall be until the earlier of:

7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or

7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or

7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to City of Ypsilanti, One South Huron Street, Ypsilanti, MI 48197

12.1.2 If to Company, to Great Lakes Comnet, Inc. at 1515 Turf Lane, Suite 100, East Lansing, MI 48823.

12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Duties. Company shall faithfully perform all duties required by this Permit.

13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

City of Ypsilanti

Attest:
By:____________________
Clerk

By:______________________________
Its:______________________________
Date:_________

"Company accepts the Permit granted by Municipality upon the terms and conditions contained therein."

Great Lakes Comnet, Inc.

[redacted]

By: Nate Duffield
Its: Internal Project Manager
Date: 02/21/14

METRO Act Permit Application Form
Revised April 6, 2012

COPY

City of Ypsilanti
Name of Local Unit of Government

APPLICATION FOR ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY TELECOMMUNICATIONS PROVIDERS UNDER METROPOLITAN EXTENSION TELECOMMUNICATIONS RIGHTS-OF-WAY OVERSIGHT ACT 2002 PA 48 MCL SECTIONS 484.3101 TO 484.3120

BY

Great Lakes Comnet, Inc.
("APPLICANT")

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-241-6200 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to $40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

> Three (3) copies (one of which shall be marked and designated as the master copy) with the City Mayor, at One South Huron Street, Ypsilanti, MI 48197

City of Ypsilanti
Name of local unit of government

APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS

By
Great Lakes Comnet, Inc.
("APPLICANT")

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of $500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

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1 GENERAL INFORMATION:

1.1 Date: February 21, 2014

1.2 Applicant's legal name: Great Lakes Comnet, Inc.
Mailing Address: 1515 Turf Lane, Suite 100
Suite 100
East Lansing, MI 48823

Telephone Number: (517) 664-1600
Fax Number: (517) 694-8817
Corporate website: http://www.comlink.net

Name and title of Applicant's local manager (and if different) contact person regarding this application: Nate Duffield
Mailing Address: 1515 Turf Lane
Suite 100
East Lansing, MI 48823
Telephone Number: (517) 742-4114
Fax Number: (517) 694-8817
E-mail Address: nduffield@comlink.net

1.3 Type of Entity: (Check one of the following)

__X__ Corporation
_____ General Partnership
_____ Limited Partnership
_____ Limited Liability Company
_____ Individual
_____ Other, please describe: ______________________________

1.4 Assumed name for doing business, if any: N/A______________________

1.5 Description of Entity:

1.5.1 Jurisdiction of incorporation/formation; Michigan

1.5.2 Date of incorporation/formation; 8/5/1996

1.5.3 If a subsidiary, name of ultimate parent company; N/A

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

Chairman of the Board, Randy Fletcher
President/CEO, Paul Bowman
Secretary, Janet Beilfuss
Treasurer, Les Jenkins

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information. See attachment A

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: *No*______________________________

____.

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes No

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes ***No***

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain. Great Lakes Comnet, Inc. is licensed to provide basic local exchange service. See attachment B

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

Per Section 1 (1.10), Great Lakes Comnet, Inc. holds a license to provide basic local exchange service.

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain. No additional applications are applicable as Great Lakes Comnet, Inc. has endorsement from the Michigan Department of Consumer and Industry Services, Attachment A and holds a license to provide basic local exchange service with the Michigan Public Service Commission, Attachment B.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways. Two way telecommunication for the transmission of data and internet.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way). See attachment C.

2.4 Please provide an anticipated or actual construction schedule. Anticipated completion for the project is December 2015

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways. Great Lakes Comnet, Inc.

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant. Great Lakes Comnet

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office; 1515 Turf Lane, Suite 100, East Lansing, MI 48823

3.2 Location of all records and engineering drawings, if not at local office; N/A

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system; Aaron Bowie, OSP Manager, Great Lakes Comnet, 1515 Turf Lane Suite 100, East Lansing, MI 48823 Ph# 517-664-1600, Fax# 517-324-8900, abowie@comlink.net.

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

Great Lakes Comnet.

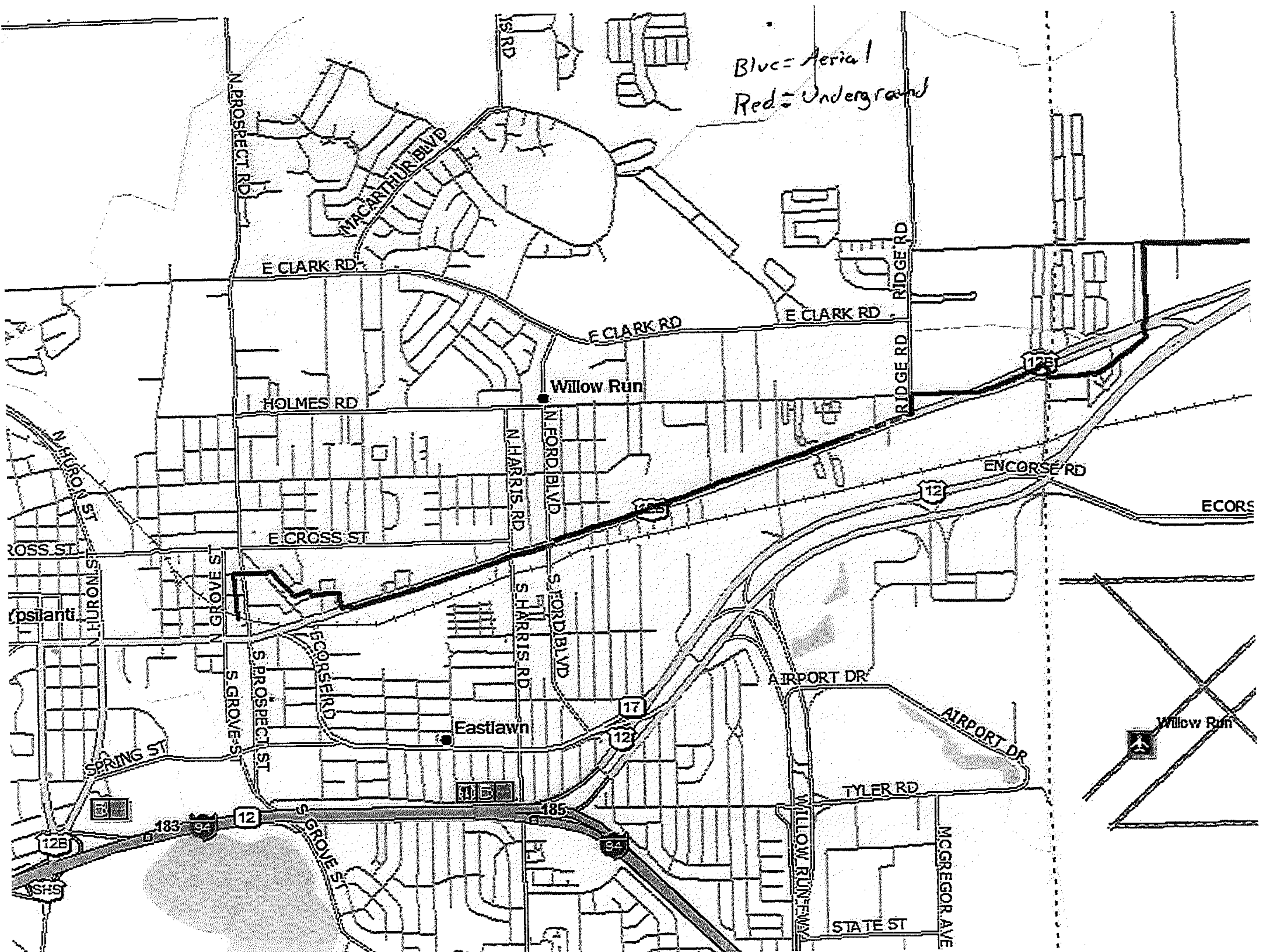
4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

Great Lakes Comnet, Inc.

[redacted]

By: Nate Duffield
Its: Internal Project Manager
Date: February 21, 2014



Blue = Aerial
Red = Underground
N PROSPECT RD
MACARTHUR BLVD
E CLARK RD
E CLARK RD
E CLARK RD
RIDGE RD
RIDGE RD
Willow Run
HOLMES RD
N HARRIS RD
N FORD BLVD
N HURON ST
E CROSS ST
ROSS ST
N GROVE ST
Ypsilanti
N HURON ST
S PROSPECT ST
S GROVE ST
ECORSE RD
S HARRIS RD
S FORD BLVD
ENCORSE RD
ECORS
12B
12
17
Eastlawn
SPRING ST
AIRPORT DR
AIRPORT DR
Willow Run
TYLER RD
WILLOW RUN FWY
MCGREGOR AVE
STATE ST
S GROVE ST
183
185
94
SHS
IS RD

GREAT LAKES COMNET

1515 Turf Lane, East Lansing, MI 48823 - (517) 664-1900 - www.comlink.net

February 21, 2014

City of Ypsilanti

Great Lakes Comnet and Comlink share the same address...the difference being is Great Lakes Comnet is the Fiber Network side of the business and Comlink is the Sales and CLEC side. Comlink does NOT have any network above or below ground anywhere in the State of Michigan. All permits are pulled in the name of Great Lakes Comnet and we report all of our METRO footages through LARA (Kathleen Simon is our contact).

Hope this helps and we look forward to working with you.

Any questions or concerns please feel free to contact me anytime.

Regards,

[redacted]

Nate Duffield
OSP Internal Project Manager

COMLINK GREAT LAKES COMNET

517-742-4114 Desk
517-679-5072 Office
nduffield@comlink.net
www.comlink.net
1515 Turf Lane, East Lansing, MI 48823

GREAT LAKES COMNET

1515 Turf Lane, East Lansing, MI 48823 - (517) 664-1900 - www.comlink.net

February 21, 2014

Exhibit A

Attention:

Section 2.2: On this route that is proposed under the Metro Application, there will be no services offered to the residents of Ypsilanti. This is simply an enhancement of our networks for business data transfer. All work will be done within the ROW.

Regards,

[redacted]

Nate Duffield
OSP Internal Project Manager

COMLINK GREAT LAKES COMNET

517-742-4114 Desk
517-679-5072 Office
nduffield@comlink.net
www.comlink.net
1515 Turf Lane, East Lansing, MI 48823

Attachment A

979E#5804 1024 ORG&FI $102.50

5 15 MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES - CORPORATIONS, SECURITIES AND LAND DEVELOPMENT BUREAU KM

Date Received

(FOR BUREAU USE ONLY)

OCT 24 1997

FILED

OCT 24 1997

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU
EFFE

Ronald W. Bloomberg
LOOMIS, EWERT, PARSLEY, DAVIS & GOTTING, P.C.
232 S. Capitol Avenue, Suite 1000
Lansing MI 48933

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit Corporations

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned Corporation executes the following Certificate:

1. The present name of the Corporation is: The Michigan Independent Network, Inc.

2. The corporation identification number assigned by the Bureau is: 411-778

3. The location of the registered office is:

829 Ann Street	East Lansing	Michigan	48823
(Street Address)	(City)		(ZIP Code)

4. Articles I, III, IV of the Articles of Incorporation are hereby amended to read as follows:

Article I of the Articles of Incorporation is amended to read:

"The name of the corporation is Great Lakes Comnet, Inc."

Article III of the Articles of Incorporation is amended to read:

1. Total authorized shares:
   Common Shares: 60,000
   Preferred Shares: 60,000

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

a. The Preferred Shares shall be without voting rights but shall be paid dividends, as determined from time to time by the Board of Directors, prior to payment of dividends on the Common Shares.

BASIC LOCAL EXCHANGE SERVICE PROVIDERS LICENSED IN MICHIGAN
as of March 19, 2013

CLEC = Competitive Local Exchange Carrier
ILEC = Incumbent Local Exchange Carrier

Note: If your company's email address is not listed or corrections need to be made to this list, please contact Julie Ginevan at: ginevanj@michigan.gov

Company Name and Address	Contact Information	CLEC	ILEC
Climax Telephone Company 13800 E. Michigan Ave. Galesburg, MI 49053-9658	Jim Burnham President and CEO Phone: (269) 746-2500 Fax (269) 746-9914 Email: jburnham@ctstelecom.com	✓	✓
CMC Telecom, Inc. 51151 Pontiac Trail Wixom, MI 48393	Craig Champagne President Phone: (248) 668-2800 Fax (248) 668-2812 Email: cchamp@cmctelecom.net	✓	
Coldwater Telecommunications Utility 1 Grand St. Coldwater, MI 49036-1620	Jim Royer Network Operations Engineer Phone: (517) 279-9531 Fax (517) 278-5107 Email: jroyer@muni.cbpu.com	✓	
Comcast Business Communications, LLC 600 Galleria Pkwy Suite 1100 Atlanta, GA 30339	Richard Wolfe Sr. Director - Regulatory Affairs Phone: (678) 385-5178 Fax (678) 385-5101 Email: richard_wolfe@cable.comcast.com	✓	
Comcast Phone of Michigan, LLC, dba CIMCO a Division of Comcast 600 Galleria Pkwy Suite 1100 Atlanta, GA 30339	Richard Wolfe Sr. Director - Regulatory Affairs Phone: (678) 385-5178 Fax (678) 685-5101 Email: richard_wolfe@cable.comcast.com	✓	
Comlink, L.L.C. 1515 Turf Lane Ste. 100 East Lansing, MI 48823-6393	John Summersett General Manager Phone: (517) 664-1900 Fax (517) 324-8900 Email: jsummersett@comlink.biz	✓	
Communications Venture Corporation, dba INdigital Telecom 5312 W. Washington Center Rd. Ft. Wayne, IN 46818	Deborah Prather Director of Regulatory Affairs Phone: (260) 469-2010 Fax Email: dprather@indigital.net	✓	
Comnet (USA) LLC 700 S. Flower St. Ste. 750 Los Angeles, CA 90017	Linda Peng Phone: (213) 488-1951 Fax (213) 488-1491 Email: lindapeng@comnet-telecom.com	✓	
ComTech21, LLC One Barnes Park South Wallingford, CT 06492	Laura Matosian VP Phone: (203) 679-7257 Fax (877) 312-5544 Email: lmatosian@comtech21.com	✓	

MICHIGAN.GOV
Michigan's Official Web Site

metro act / right of way

The METRO Authority is empowered to coordinate public right-of-way matters with municipalities, assess the fees required under the Act and have the exclusive power to assess fees on telecommunication providers owning telecommunication facilities in public rights-of-way within a municipality in a metropolitan area to recover the costs of using the rights-of-way by the provider. Under Act 50 of the Public Acts of 2002, tax credits are afforded to telecommunication providers that invest in new broadband infrastructure and, upon certification of the MPSC, for right-of-way fees paid under the first bill. Finally, Act 49 of the Public Acts of 2002 created the Michigan Broadband Development Authority to help fund the rollout of broadband services in underserved areas. The Michigan Broadband Development Authority completed its successful efforts to increase access across the state and ceased operations on April 21, 2007. Service of all outstanding loans has been taken over by the Michigan State Housing and Development Authority.

The Public Service Commission has the responsibility to prescribe the forms and application for permits to be issued to municipalities and then to track the municipalities granting or denial of permits. The providers shall submit route maps showing the location of telecommunication facilities to both the commission and the affected municipality. The Public Service Commission is responsible for coordinating and minimizing disruptions and other disputes under Act 48 through mediation as well as determining minimum tax credits and remedies/penalties for violations of the Act.

REQUEST FOR LEGISLATION
March 26, 2014

To: Mayor and Council

From: Human Relations Commission

Subject: Same Sex Marriage

SUMMARY & BACKGROUND:

On Friday, March 21, 2014, Judge Bernard Friedman issued a ruling in DeBoer v. Snyder that the Michigan Marriage Act violated the equal protection clause of the U.S. Constitution, striking down our state's ban on same-sex marriages and – by extension – adoption of minor children by same-sex couples.

Michigan Attorney General Bill Schuette filed a motion for a stay of this decision with the Sixth Circuit Court of Appeals, one which was granted after more than three hundred same-sex couples had been issued valid marriage licenses by county clerks throughout Michigan, including Washtenaw County.

This resolution urges the Governor and the Attorney General to discontinue the appeal of this decision and allow Judge Friedman's ruling to stand, resulting in financial savings for taxpayers as well as a more welcoming and inclusive environment for Ypsilanti and all Michigan citizens.

RECOMMENDED ACTION: Approval

ATTACHMENTS: (resolution)

CITY MANAGER APPROVAL: ________________________ COUNCIL AGENDA DATE: _________

CITY MANAGER COMMENTS: __________________________

FISCAL SERVICES DIRECTOR APPROVAL: _____________________________________

Resolution No. 2014 - 89
April 1, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS the City of Ypsilanti motto includes "diversity" as an integral identity of the City of Ypsilanti; and

WHEREAS, in 2004, Ypsilanti City Council enacted a nondiscrimination ordinance that is inclusive of sexual orientation, gender identity and expression; and

WHEREAS, in 2013, Ypsilanti City Council directed the city manager to extend benefits to same-sex partners of city employees; and

WHEREAS, the Michigan Department of Civil Rights' 2013 "Report on LGBT Inclusion under Michigan Law" documents that Michigan's non-inclusive climate continues to precipitate significant negative consequences for local economies; and

WHEREAS, that the aforementioned report indicates that young, educated professionals indicate a lack of LGBT inclusion as a factor in their decision to outwardly migrate from the State of Michigan; and

WHEREAS, continuation of the appeals process by Michigan Attorney General Bill Schuette – as directed by Governor Rick Snyder – will continue to cost Ypsilanti and Michigan taxpayers an indeterminate amount of money.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council supports the ruling of Judge Bernard Friedman as it pertains to the legal right of same-sex couples to marry and jointly adopt children in the State of Michigan.

BE IT FURTHER RESOLVED THAT Ypsilanti City Council urges Governor Snyder and Attorney General Schuette to withdraw its appeal of this decision from the Sixth Circuit Court of Appeals.

BE IT FURTHER RESOLVED THAT the Ypsilanti City Council directs the Office of the City Clerk to forward this resolution in its entirety to the offices of the Honorable Rick Snyder and the Honorable Bill Schuette.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

City of Ypsilanti Human Relations Commission
Annual report to the Mayor and the City Council

The members of the Human Relations Commission (HRC) submit the following report, in order to inform the Mayor and City Council of Ypsilanti, Michigan what the Commission accomplished in 2013.

Appointed Commissioners:

The commission began the year composed of the following eight commissioners: Mary Louise Foley, Arika Lycan, Krista Nordberg, Claudia Pettit, Glen Sard, Darlene Scott, John Shuler, and Jennifer Symanns, with John Shuler as Chair and Jennifer Symanns as Vice Chair. When Mary Louise Foley's term expired during the year, she decided to not seek another term. Benjamin P. Elgren was appointed as commissioner on 15 October 2013. The Human Relations Commission operated 2013 with eight appointed commissioners and one vacant position. The following commissioner's terms are scheduled to expire in 2014: Jennifer Symanns, 4/5/14; Glen Sard, 10/7/14; Krista Nordberg, 12/16/2014.

Accomplishments of the 2013 Human Relations Commission

• Emerging Issues:

The commission became aware of City Council's intention to discuss Resolution No. 2013-135 to instruct City staff to begin developing a policy to provide partner benefits for city employees. The HRC discussed this issue and sent a recommendation to City Council to adopt the resolution. See attachment 1.

The Washtenaw County Sheriff's Office invited representatives from the Human Relations Commission of Ypsilanti to attend the Community Connections and Communication Leadership Dialogue that took place on Wednesday, January 18, 2013. Commissioner Krista Nordberg attended.

• Goals:

The HRC spent considerable time synthesizing and discussing projects and goals of the commission, as a continuation of goals set and accomplished in 2013. The following potential future topics of study were agreed upon as a means of achieving a continuing goal of building bridges to all parts of our community (these are presented with no order of priority or importance relative to one another):

A. Integration of new members of the community.

B. Youth and homelessness

C. People with disabilities

D. Hispanic community issues

E. Issues of discrimination specific to youth

F. Identify and recommend, to the Mayor, candidates for commissioner on the HRC with the goal of having a full membership.

• Public Forum on People with Disabilities in Our Community

The highlight of the year for the HRC was our public forum on People with Disabilities in our Community, held on September 23, 2013 in City Council Chambers. We invited representatives from the Center for Independent Living, the Community Alliance, DHS-Michigan Rehabilitation Services, a Local Social Security Attorney, and Washtenaw Association for Community Advocacy to participate as a discussion panel. The public was invited and the event was advertised through various media. The Flyer we posted around the city is attached to this report as attachment 2.

We had 17 in attendance including five HRC Commissioners, six guest speakers, two interpreters from DEAF CAN, three Ypsilanti citizens, and James Pruett of the Ypsilanti Courier.

The various panel members each presented information about their organizations regarding who they are, what they do, and how they are funded. They then led a lively discussion and question and answer session about issues faced by people with disabilities living in our community. The forum lasted about 90 minutes and was very well received by those in attendance.

• Public Forum on Latino/Hispanic Community in Ypsilanti

The HRC is finalizing plans for a public forum on issues facing our Latino and Hispanic community in Ypsilanti. This forum is scheduled for a Spring 2014 meeting at city hall or the Senor Recreation Center.

• Goals for 2014

The HRC will remain ready to address emerging issues.

Additionally, the HRC intends to plan and implement additional public forums in 2014, likely from among the list of goals identified above. Other topics may also be considered.

Finally, The Human Relations Commission would like to encourage City Council Persons and the Mayor to attend and participate in upcoming HRC public forums. The HRC will be sure the Council is notified of the upcoming events.

Attachment 1

July 23, 2013

To: Honorable Mayor Paul Schreiber/City Council Members
From: Human Relations Commissions
Re: Domestic Partners Benefits

Dear Mayor and Council Members,

The Ypsilanti Human Relations Commission is chartered to study patterns of discrimination within the City of Ypsilanti, and to form recommendations to City Council on such matters. As such, the Commission's mission is to enhance mutual understanding among citizens in our community and eliminate discrimination against any citizen.

In keeping with the spirit of the City's non-discrimination ordinance, the Commission wholeheartedly recommends that Ypsilanti City Council support Resolution No. 2013-135 to instruct City staff to begin developing a policy to provide partner benefits for city employees. Furthermore, we strongly recommend the City to implement a policy that treats all City employees equally, with regard to employment opportunities, and benefits, as quickly as possible.

We would like to thank you for your time and consideration of this important matter.

Sincerely,

Human Relations Commission

Attachment 2

The City of Ypsilanti
Human Relations Commission

Invites you to a public forum on

People with Disabilities Living in our Community

Monday, September 23rd at 7:00 p.m.
Ypsilanti City Hall- City Council Chambers
1 South Huron St., Ypsilanti, MI

Panel will include the following organizations:
Center for Independent Living
Community Alliance
DHS-Michigan Rehabilitation Services
Local Social Security Attorney
Washtenaw Association for Community Advocacy

Open to All Members of the Community

The City of Ypsilanti encourages persons with disabilities to participate and will provide necessary auxiliary aid and services, such as signers and audio tapes of printed materials being considered at the meeting to individuals with disabilities at the meeting upon two (2) days' notice to the City. Individuals requiring auxiliary aids or services should contact the City Clerk's Office, City of Ypsilanti, 1 S. Huron Street, Ypsilanti, Michigan 48197, P: 734 483-1103

Statement from Linda Horne:

I am submitting this letter as an indication of my interest to serve on the Ypsilanti Parks and Recreation Commission. As a resident of the Third Ward, I have participated in several events such as, Ypsi Pride Day and Friends of Prospect Park over the years to help improve the parks. Having served on the Ypsilanti 2020 Task Force, I understand the role parks play in the development of the City of Ypsilanti. I think my experience as a former school board member will help the commission handle limited resources, partnerships and future planning.

My personal interest in the Commission is to help raise visibility and volunteerism from residents and to help implement many of the objectives laid out in the Master Plan.

Please let me know if there is anything else you need.

Thanks and have a great day.

Linda Horne

Resolution No. 2014-90
April 1 , 2014

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: