1. City Council Regular Meeting Agenda

   Documents:

   7-08-14 REVISED FINAL AGENDA CURRENT.PDF

2. City Council Regular Meeting Packet

   Documents:

   7-8-14 COUNCIL MEETING PACKET FINAL AMENDED 4.PDF

CITY OF YPSILANTI
COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, JULY 8, 2014
6:00 P.M. – CLOSED SESSION
7:00 P.M. – OPEN SESSION

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. AGENDA APPROVAL –

VI. CLOSED SESSION – 6:00 – 7:00 p.m.

Closed Session to discuss attorney/client privilege (OMA 15.268, Section 8(e).

VII. INTRODUCTIONS –

VIII. PRESENTATIONS –

Special Presentation on Eastern Washtenaw Safety Alliance – Council and Staff

IX. AUDIENCE PARTICIPATION –

X. REMARKS BY THE MAYOR –

XI. MINUTES –

Resolution No. 2014-154, approving minutes of June 17, 2014.

XII. PUBLIC HEARINGS:

1. Purchase agreement with Washtenaw County Parks and Recreation (WCPARC) to purchase 4.1 acres for the East-Side
   A. Resolution No. 2014-155, determination
   B. Open Public Hearing
   C. Resolution No. 2014-156, close public hearing

2. 6 and 12 S. Washington OPRA application
   A. Resolution No. 2014-157, determination
   B. Open Public Hearing
   C. Resolution No. 2014-158, close public hearing.

XIII. **ORDINANCES - FIRST READING**

Ordinance No. 1225

1. Ordinance to Amend the Ypsilanti City Code to prohibit the operation of motor vehicles and motorcycles without insurance consistent with MCL 500.3101, MCL 500.3102, and MCL 500.3103.

   A. Resolution No. 2014-159, determination
   B. Open Public Hearing
   C. Resolution No. 2014-160, close public hearing.

Ordinance No. 1230

2. Ninde-River Alley Vacation
   A. Resolution No. 2014-161, determination

XIV. **CONSENT AGENDA** – Resolution No. 2014-162

1. Resolution No. 2014-163, approving delegate and alternate to the Municipal Employees' Retirement System (MERS) 68th Annual Meeting.

2. Resolution No. 2014-164, recognizing the week of July 20th – July 26th as Gun Safety Week in the City of Ypsilanti.

3. Resolution No. 2014-165, approving an agreement with the Washtenaw County Community Development Block Grant Program (CDBG) to utilize the appropriated CDBG funds for the 2013-2014 City of Ypsilanti Infrastructure Improvement Project for the Sidewalk Ramp Replacement Program.

4. Resolution No. 2014-166, approving contract with Saladino Construction for ADA sidewalk ramps.

5. Resolution No. 2014-168, approving the purchase of two (2) 2014 Ford Police Interceptors from Gorno Ford.

XV. **RESOLUTIONS/MOTIONS/DISCUSSIONS** -

1. Resolution No. 2014-167, approving Thompson Block PUD agreement.

2. Resolution No. 2014-144, approving POAM contract.

3. Resolution No. 2014-170, approving Prospect Road State grant.

XVI. **LIASON REPORTS** –

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

XVII. **COUNCIL PROPOSED BUSINESS** –

XVIII. COMMUNICATIONS FROM THE MAYOR –

Nominations:

Zoning Board of Appeals
Jake Albers (replacing Tony Bedogne)
1533 Collegewood
Ypsilanti, MI 48197
Term ends: 5/1/2017

XIX. COMMUNICATIONS FROM THE CITY MANAGER –

XX. AUDIENCE PARTICIPATION -

XXI. REMARKS FROM THE MAYOR -

XXII. ADJOURNMENT –

Resolution No. 2014-169, adjourning the Council meeting.

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Mayor Pro-Tem Richardson	P A		

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XX. AUDIENCE PARTICIPATION -

XXI. REMARKS FROM THE MAYOR -

XXII. ADJOURNMENT –

Resolution No. 2014-169, adjourning the Council meeting.

Resolution No. 2014 – 154
July 8, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Minutes of June 17, 2014 be approved.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

Draft

CITY OF YPSILANTI
COUNCIL MEETING MINUTES
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, JUNE 17, 2014
6:00 P.M. – CLOSED SESSION
7:00 P.M. – OPEN SESSION

I. CALL TO ORDER –

The meeting was called to order at 6:08 p.m.

II. ROLL CALL –

Council Member Jefferson	Present	Council Member Robb	Present
Council Member Moeller (7:12)	Present	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 absence of Mayor Pro-Tem Richardson.

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. AGENDA APPROVAL –

On a voice vote the agenda was approved as submitted.

VI. CLOSED SESSION – 6:00 p.m. to 7:00 p.m.

Closed Session to discuss attorney/client privilege (OMA 15.268, Section 8(e).

On a roll call, the vote to adjourn for closed session was as follows:

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

VOTE:

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

The meeting adjourned to closed session at 6:10 p.m.

The open session reconvened at 7:39 p.m.

VII. INTRODUCTIONS –

Mayor Schreiber introduced the following persons: John Kaczor Principle at Governmental Analytics, Rick Fanning, Legal Counsel for Labor Relations, City Attorney Jesse O'Jack, City Attorney Dan Duchene, City Attorney John Barr, Scott Straley (Planning Commission), DPS Director Stan Kirton, Police Chief Tony DeGiusti, Assistant to the City Manager Ericka Savage, Fiscal Services Director Marilou Uy, Deputy Clerk Andrew Hellenga, and Clerk Intern Semaj Ray.

VIII. PRESENTATIONS – None

IX. AUDIENCE PARTICIPATION –

Patrick Greve, 48797 Alpha Dr., Wixom, MI – stated that Waste Management would provide more service for less cost. Mr. Greve discussed how Waste Management would provide a 96 gallon wheeled curb cart which would take the place of the three can limit.

X. REMARKS BY THE MAYOR – None

XI. MINUTES –

Resolution No. 2014-138A, approving minutes of June 3, 2014.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Minutes of June 3, 2014 be approved.

OFFERED BY: Council Member Murdock
SUPPORTED BY: Council Member Vogt

On a roll call vote the minutes were approved as submitted.

XII. CONSENT AGENDA – Resolution No. 2014-138

1. Resolution No. 2014-139, approving revised special assessments to be levied on the July 2014 tax roll.

   RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

   That, the City Treasurer be authorized to levy and assess on the July 2014 tax roll the attached listing of unpaid bills totaling $84,173.15

2. Resolution No. 2014-140, 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:

   TERM

NAME	BOARD	EXPIRATION
Scott Straley (new appt. replacing Mark Bullard) **491 Second Street** **Ypsilanti, MI 48197**	**Planning Commission**	**5/1/2016**

3. Resolution No. 2014-141, approving non-resident appointments to YDDA.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the following individuals (non-residents) be appointed to the City of Ypsilanti Boards and Commissions as indicated below:

NAME	BOARD	TERM EXPIRATION
Jessica French-Cossey (replacing Linda French) **2339 S. Circle Dr.** **Ann Arbor, MI 48103**	**YDDA**	**7/7/2018**
James Dauphine (reappointment) **142 Glenwood Avenue** **Ypsilanti, MI 48198**	**YDDA**	**7/7/2018**
Mark Teachout (reappointment) **974 N. Prospect Rd.** **Ypsilanti, MI 48198**	**YDDA**	**7/7/2018**

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

On a voice vote the Consent Agenda was approved.

XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS -

1. Resolution No. 2014-142, approving request for Elvis Festival sponsorship.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

WHEREAS, the Michigan ElvisFest has taken place in the City for the past 15 years and this year it will take place July 11-12 in Riverside Park; and

WHEREAS, ElvisFest Michigan, a 501(c)(3) non-profit organization, is requesting that the City be a co-sponsor of the 2014 ElvisFest; and

WHEREAS, ElvisFest Michigan has stated in its sponsorship request form that the proceeds from this year's festival will be donated to Ypsilanti Meals on Wheels and S.O.S. Community Services; and

WHEREAS, City Council agrees that becoming a co-sponsor of the 2014 Michigan ElvisFest would be in the general interest of the public and advance the City's public image due to the large number of attendees from around the state and donations that will be made to Ypsilanti charities.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the request to be a "Blue Suede Shoes" sponsor of the 2014 Michigan Elvis Fest, in an amount to be determined by staff, but not to exceed $999.

BE IT FURTHER RESOLVED THAT the tickets given to the City for sponsoring the event be donated to local businesses willing to raffle them for free to customers.

OFFERED BY: Council Member Moeller
SUPPORTED BY: No Support

Motion failed due to lack of support.

2. Resolution No. 2014-143, approving COAM contract.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the labor contract between the City of Ypsilanti and Ypsilanti Command Officers Association of Michigan (C.O.A.M.) be adopted with the following changes:

Existing Employees:

1. Three year Contract (July 1, 2014 — June 30, 2017)

2. Wages – Please see attached

3. Section 8.7 Reclassification Due to Restructuring:
In the event that the restructuring plan of 2014 is found to be ineffective or requires to be changed due to budget restraints and requires reclassification of members of the unit, that were members on July 1, 2014, those members will be returned to their last classification and the wage that they earned prior to the restructuring.

4. Section 9.4 Funeral Leave:
Add- A member will be allowed two days (24 hours for 12 hour shifts and 16 hours for 8 hour shifts) for funeral leave for an aunt, uncle, or member of the member's household not covered by the definition of immediate family.

5. Section 10.2: Administrative Leave

Administrative Leave is granted to compensate members of the extra four (4) hours worked in a pay cycle, as a result of the 12 hour shift schedule or the modified five (5) day 84 hour schedule. This results in 156 hours of straight time.

Each member will be paid 78 hours of straight time incrementally throughout the year. This will be accomplished by paying each member two hours at time and one half each pay period (26 pay periods x 2 hours at time and one half = 78 straight time hours).

Seventy-Eight (78) hours of straight time will be placed in the member's bank each January 1. It is the member's responsibility to schedule the use of the administrative leave time throughout the calendar year. The use of administrative leave time is at the discretion of the Chief of Police or their designee's discretion, taking into account staffing, and/or operational needs. Of the 78 hours, 36 hours of straight time must be taken as time off or will be forfeited at the end of the year. The remaining 42 hours of straight time, or any other remaining balance of less than 42 hours of straight time will be paid out in a lump sum every January. Administrative leave cannot be carried over from one year to the next.

For members entering the bargaining unit, administrative time shall be prorated based

exiting or retiring officers. on the number of pay periods remaining in the calendar year. This applies to both the incremental payments and the administrative leave bank. For example, a member is promoted in July and there are 13 pay periods left in the year the member would have (39 hours paid at 2 hours at time and one half per pay period, 18 hours of use it or lose it time and 21 hours of time eligible for time off or lump sum payment in January).

For members leaving the employee of the City, any banked administrative leave time can be converted into cash.

Administrative leave time may be used at the end of service for

6. Section 10.14: Field Training Officer Compensation:

A Sergeant assigned as a Field Training Officer shall receive one and one half (1½) hours of comp time for each Daily Observation Report (DOR) completed.

7. Section 13.1: Wage Schedule- Substituting new wage spreads. Road Sergeants 8% increase over top patrol and Road Lieutenants 14% over Road Sergeants. (Current Lieutenant will receive a 1% increase to their current rate of pay).

Effective 7/01/2014

The union will realize across the board wage increases according to the following schedule:

RANK	DATE	PERCENT INCREASE
Sergeant & Lieutenant	07/01/2014	0%
Sergeant & Lieutenant	07/01/2015	0%
Sergeant & Lieutenant	07/01/2016	0%

8. Section 15.1: Accumulation of Vacation Time- Grandfather anyone at the 20 year step (only effects Eberts). New vacation schedule will match the current POAM schedule. Please see attached.

Completion of one to four years of service	120 hours
Completion of five to nine years of service	168 hours
Completion of 10 years and over	180 hours
Completion of 20 or more years of service	192 hours *Eberts Only

9. Section 15.2 Seniority:
The choice of vacation shall be made in order of Rank and then Seniority.

Patrol Command: Lieutenants and then Sergeants.

Administrative Command: Lieutenants and then Sergeants.

10. Section 15.3 Scheduling of Vacation:
General Provisions:

5- A member with an approved vacation shall not be ordered to work overtime on their regular leave days that are immediately before and after the approved vacation.

11. Section 15.6: Cash-In of Vacation Hours- Remove advanced check provision.

12. **Section 16.1 Accumulation of Sick Time- Cap at 60% except for Eberts for which the schedule will apply up to 70%. Please see attached schedule.**

Hours	Payout Rate	Exceptions
1-500	20%	
501-1000	30%	
1001-1500	40%	
1501-2000	50%	
2001-2500	60%	*Applies to Gress, Overton, Szymankiewicz & Yuchasz only
2501+	70%	**Applies to Eberts only

13. **Section 18.1: Maintenance Allowance - Same as patrol at $1,120. Remove relationship to wage scale raises.**

14. **Section 19.1: Health Care Coverage- Will be the same as in the current POAM contract. Will have a $10/$30 drug co-pay. Employee contributions toward medical and prescription drug coverage shall be governed by PA 152 of 2011.**

15. **Article XX; Section 20.1: Life Insurance Terms of Coverage- Cap Life Insurance at $70,000 for everyone.**

16. **Article XXXI; Section 31.1: Multiplier- Current multiplier is 2.25%. Increase to 3.0% for years going forward (not retroactive). Tier II: Hired after July 1, 2012- 2.0% with 5% contribution and no annuity withdrawal. Employees hired on or after July 1, 2009 and prior to June 30, 2012 will have a 2% multiplier and contribute 5%. Annuity withdrawal is permitted. Attachment A-1 has also been amended to reflect this change.**

17. **Retiree Health Insurance: Article XXXI; Section 31.9: Retiree Health Care-**

Employees hired on or after July 1, 2012, will not be eligible to receive retiree health, dental or vision insurance coverage. However, the city will provide a Health Care Savings Account for new hires and will contribute $150 per month to their fund. The following is the Vesting Period for employees in the Health Care Savings Account:
3 years - 25% of the HCSA can be received by the employee upon separation

5 years - 50% of the HCSA can be received by the employee upon separation
7 years - 75% of the HCSA can be received by the employee upon separation
10 years - 100% of the HCSA can be received by the employee upon separation
No contributions will be required of the employees

18. **Article XXXI; Section 31.10: Health Care Waiver- Employees hired after 7-1-2012 no healthcare waiver after retirement.**

19. **Remove exhibit B –Please see new pay scale and change to Article XIII page 20**

20. **Retiree healthcare – Article XXXI; Section 31.8 Remove Appendix A and associated letter of understanding. Continue with current healthcare into retirement except that the benefit for a spouse goes up to $450 per month.**

21. **Add Article to contract – Contract Distribution**

    The City agrees to print and deliver hard copies of the COAM Union Contract to the participants of the negotiating team at the expense of the City. All other copies will be distributed to the COAM members electronically.

22. **Please see attachments for C.O.A.M. Benefits by date hired. Previously provided except as noted in Item 14 in red.**

23. **Removal of the word "promoted" in the title of COAM Article XXXI; Section 31.9**

24. **Adopt Article XXII; Section 22.4- Coverage at Retirement from POAM Contract**

25. **Remove Part D in Article XXXI; Section 31.8 of the COAM Contract.**

26. **Add second paragraph of Article XXIX; Section 29.3 of POAM Contract to Article X; Section 10.11 COAM Contract (Comp Time Bank Pay Outs).**

27. **Add Article XXV; Section 25.8 from POAM Contract to Article XXXI; Section 31.4 of COAM Contract (Final Average Compensation Calculation).**

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

Chief DeGiusti stated that restructuring the police department is instrumental to this contract.

Council Member Murdock asked about the POAM contract.

City Manager Lange responded that the POAM contract is not yet complete.

Council Member Murdock stated that he had concerns with the multipliers and pension changes.

Chief DeGiusti stated that the proposed contract would increase the multiplier from 2.5 to 3 which would last until that officer retires or a new contract is developed.

Council Member Murdock asked for clarification of the contract structure.

Chief DeGiusti responded that the contract has a three-tier system. Tier one has a multiplier of three. Tier two will have a lower multiplier than tier one and the ability to withdraw for the annuity. Tier three does not have the ability to remove the annuity.

Council Member Murdock asked if an officer will have a multiplier of 3 when they reach COAM.

Chief DeGiusti responded no, both the COAM and the POAM employ the three-tier system and follow the same structure.

Council Member Murdock asked how much this contract will increase retirement costs.

Chef DeGiusti responded that it will increase costs by 5.3%.

City Manager Lange discussed Chief DeGiusti's innovation of creating the matching tier systems for both the COAM and the POAM. Mr. Lange also commented on the need for each officer to go through all three-tiers of the POAM in order to advance to the COAM.

Council Member Robb stated that the thing that he was most proud of while on Council was decreasing the multiplier for COAM which was supposed to apply to POAM as well. The multiplier was never lowered in the POAM and now this contract calls to increase the multiplier for the COAM to match the POAM. Mr. Robb added that ACT 345 states the multiplier should be 2 to 2.5%. In the next two years the pension millage will be half of the General Fund Budget. Mr. Robb stated that this is unfair to the residents of this community.

Council Member Vogt stated that he generally supports the contracts for city staff however he agrees with Council Member Robb on that particular point.

Council Member Moeller asked what was gained by giving the 3%.

Chief DeGiusti responded that a lot was gained. The gap in pay between ranks was narrowed which will save on costs of promotions. Functionally, sergeants will not be working 20-22 days in a row ,cutting down on overtime which will save the City $80,000 annually.

City Manager Lange stated that he agrees that the increase in the multiplier is a difficult item, but what was gained outweighs what was lost. The contract achieves a 6% reduction in costs saving $130,000 for the General Fund. Mr. Lange stated the contract improves vacation time long term. Mr. Lange added that the City will see a net savings of $52,000.

Council Member Moeller stated that Council approved Mr. Lange's purchasing power, it seems odd that now Council is discussing that it no longer approves of it.

Council Member Vogt asked over how many years will be needed to pay for the $80,000 increase from 2.5% to 3%.

City Manager Lange stated that the cost is $27,000 per year for three years. Mr. Lange added that the City sees a $43,000 savings per year from the other aspects of the contract.

Council Member Vogt responded that the City would see savings to the General Fund while adding costs to the Pension Fund. Mr. Vogt added that what Council Member Robb is stating is correct, the Pension Fund will continue after a possible new contract relinquishes the savings developed by this contract.

City Manager Lange responded that Mr. Vogt was correct however the multiplier could also be renegotiated.

Council Member Vogt asked if the real savings are produced by other aspects of the contract.

Chief DeGiusti responded that there are savings in how sick time is paid. Sick time is now paid at a lower percentage; currently there is no way to quantify how much the City will save from that contract item.

Council Member Vogt asked if Mr. Lange was confident that the other factors of the contract will produce significant enough savings to justify the increase to a 3% multiplier.

City Manager Lange responded that the City has to be careful of the pension fund but it must also be careful of the General Fund. Mr. Lange cited how the contract reorganized the command structure which will greatly cut down in overtime hours.

Chief DeGiusti said that the current contract structure provides a disincentive for promotion. Officers in in the POAM with a 3% multiplier will not accept position in the COAM with a 2.5% multiplier. This will lead to under qualified individuals being promoted.

Council Member Robb stated that Chief DeGiusti made an excellent point. Mr. Robb added that this disincentive was one of the reasons to not accept the POAM contract in the first place. Through negotiation the City was unable to lower the multiplier in the POAM contract, to fix that the City now must raise the multiplier in the COAM contract. Mr. Robb stated at the last meeting Mr. Lange stated that he would not raise the millage rate, now that is exactly what he is doing. The City needs to focus on the Police and Fire Pension millage is $13 million underfunded. For every dollar spent for existing employees the city pays $4.61 for retirees. This is a crisis waiting to happen.
Chief DeGiusti stated that this contract only effects five employees.

Mayor Schreiber asked if these officers hired after July 1st, 2012 had a 2% multiplier.

Chief DeGiusti answered yes.

Mayor Schreiber stated that this would only effects five officers, so it's an instance of grandfathering these five individuals.

Council Member Robb stated that this would effects individuals hired before July 1st, 2012.

Chief DeGiusti stated that it would be before 2009; after 2012 individuals were no longer able to withdraw from the annuity.

City Manager Lange stated that the retiree health plan is completely gone.

Mayor Schreiber asked what would be the difference if those individuals were at a 2.25% multiplier.

Chief DeGiusti stated that data can be produced but it is above his understanding of finance.

City Manager Lange stated that the City needed to make a concession after the COAM was taking a 5.3% decrease in salary. More than half of the officers paying into the COAM are tier two and only have a 2% multiplier.

Mayor Schreiber stated that the City is dealing with a legacy cost and the 3% multiplier was used as leverage for the future. Mayor Schreiber added that when negotiating there must be concessions on both sides.

Council Member Vogt stated that he agrees with Mayor Schreiber's argument and that he trusts staff's recommendation. Mr. Vogt added that he will be voting for this tonight.

Council Member Jefferson stated that negotiating a 3% multiplier for the five officers will keep them here for the future.

Council Member Murdock stated that the officers now are being paid more and living longer and these issues need to be addressed. Mr. Murdock added that there must be another way other than a millage increase, and commented that the SAFER grant will be ending.

On a roll call, the vote for Resolution 2014-143 was as follows;

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

VOTE:

Yes: 5 No: 1 (Robb) Absent: 1 (Richardson) Vote: Carried

3. Resolution No. 2014-145, approving solid waste contract.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City has been under contract with Waste Management for solid waste collection since September 13, 2007; and

WHEREAS, this contract expires on September 19, 2014; and

WHEREAS, staff submitted a Request for Proposals for solid waste collection within the City on April 8, 2014; and

WHEREAS, three (3) bids were received on May 8, 2014 for 5 years of such service: Republic Services, $2,180,994.47; Advanced Disposal, $2,376,000.00; Waste Management, $2,721,327.00; and

WHEREAS, this Request for Proposals included three alternative proposals: Alternative 1 – street cans in DDA twice a week, Alternative 2 – Roll-off with brown waste, Alternative 3 – On-call pickups; and

WHEREAS, the three bidders submitted the following bids for these alternatives: Alternative 1 – Republic $29,437 over five years, Advanced included in base bid, Waste Management included in base bid; Alternative 2 (per pull over five years) – Republic $380-$420, Advanced $229-$331, Waste Management $521-$586; Alternative 3 (per hour over five years) – Republic $165-$182, Advanced $100-$110, Waste Management $125-142; and

WHEREAS, the 5-year bid submitted by Republic for collection services best meets the project specifications and is in the best interest of the City; and

WHEREAS, the bid submitted by Advanced for Alternatives 2 and 3 best meets the project specifications and is in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council awards the 5-year bid for solid waste collection services to Republic Services, 18500 Allied Way, Phoenix, Arizona 85054; and

THAT the City Council awards the bid for Alternatives 2 and 3 to Advanced Disposal, 90 Fort Wade Road, Suite 200, Ponte Vedra Florida 32081, for 5 years; and

THAT the Mayor and City Clerk are authorized to sign these contracts, subject to the approval by the City Attorney.

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

Council Member Moeller asked if Waste Management is the only company that offered the 96 gallon cart.

Assistant to the City Manager Savage responded Waste Management is the only company that offered that service.

Mayor Schreiber asked why some of the other community has switched to the 96 gallon containers.

Assistant to the City Manager Savage responded that for some communities the 96 gallon cart has as advantage. However, Ypsilanti being a college town with high turnover, that 96 gallon cart would not be as effective.

City Manager Lange stated that there is a lot of on street parking in Ypsilanti and bulk items also create an issue.

DPS Director Kirton stated that the 96 gallon carts were not in the RFP.

Council Member Robb commented that Dearborn has a large quantity of on-street parking yet they still use the 96 gallon cart. Mr. Robb explained that the 96 gallon cart is cheaper because it only takes one person to operate the garbage truck. Mr. Robb asked City Attorney Barr why Council is being approached with this being that Council is not approving a contract tonight.

City Attorney Barr responded that by law an RFP is an offer to bid. Once a bid is accepted the City would enter into a contract with that organization. Mr. Barr added that it is customary that language will go into greater administrative detail.

Council Member Robb responded that Ms. Savage made it seem as if it were still in the negotiation phase.

City Attorney Barr responded that legal representation from both entities will negotiate the details of the final agreement.

Council Member Murdock stated that he appreciates all the work staff has put into this and that it is a good final product. Mr. Murdock asked if there will be a change in service under the new contract..

DPS Director Kirton responded there will be no change in service.

Assistant to the City Manager Savage stated that the RFP spelled out in the worksheet that the limits stayed the same.

Council Member Murdock asked if service days or routes changed.

DPS Director Kirton replied the routes and service days will stay the same.

Council Member Murdock stated that it is good that the contract does not contain any add-ons. However, change in vendors does always produce issues once it's first implemented.

Assistant to the City Manager Savage stated that all bids were required to submit a transition plan but that will need to be finalized and distributed to the public.

Council Member Moeller stated that it is unfortunate that there is such a difference in price. Ms. Moeller added that many of her constituents have requested the 96 gallon cart. Ms. Moeller asked what the difference was in service bids.

Assistant to the City Manager Savage stated that Republic was the lowest bid and Waste Management was the highest bid. Ms. Savage stated that the only difference was the 96 gallon cart, and Waste Management offered an early contract termination savings at one time.

Scott Cabauatan, Municipal Service Manager, Republic, stated that Republic understood from the bid spec that Ypsilanti had no interest in a 96 gallon cart. He stated that Republic understands the dynamic of a college town and that 70% of its inhabitants are renters. Mr. Cabauatan added that Republic provides services to Dearborn which has strict rules for street parking during pick-up days.

Council Member Moeller stated that many of EMU's students park in lots. Ms. Moeller asked why it seems that Ann Arbor provides the 96 gallon carts with no problem.

City Manager Lange stated that the savings Ypsilanti would see from this new contract is around $100,000.

Council Member Murdock asked Mr. *Republic* about conversions to CNG fuel.

Mr. Cabauatan responded that Republic has about 1,500 vehicles with CNG however locally trucks are using a bio-fuel diesel. Mr. Cabauatan stated that there are plans to convert the entire fleet but he is not sure of the exact timeline.

Council Member Murdock asked if the Republic Representative plans to make the conversion during the five year life of the contract.

Mr. Cabauatan responded that he would hope so but there isn't a timeline in place.

John Taddonio stated that normally there is a price savings with a 96 gallon cart. With Ypsilanti's unique characteristics the price would actually increase.

Patrick Greves, Waste Management, stated that nobody knows Ypsilanti's waste needs better than Waste Management. Mr. Greves stated that a 96 gallon cart would not have been added to the spec if Waste Management felt it was a bad fit for the community. Mr. Greves offered a three year contract at the price per year of the five year contract. Mr. Greves asked that Council take the time to examine the proposal.

Council Member Moeller asked for clarification of the numbers provided by Waste Management.

Assistant to the City Manager Savage clarified that Mr. Greve is offering a three year contract for the price of an individual year of the five year contract. Ms. Savage stated based on fairness, the City would need to allow each company the same opportunity if the City considers Mr. Greve's offer.

Council Member Vogt stated that he does not have concerns regarding the 96 gallon cart. Mr. Vogt stated that he and his wife produce very little trash and would not need a receptacle of that size. Mr. Vogt stated that it makes more sense to allow people to satisfy their own needs for garbage receptacles.

Council Member Jefferson stated that staff performed well in negotiating this contract. Mr. Jefferson stated that, he accepts staff's recommendation.

Mayor Schreiber appreciated the work done by Ms. Savage and City staff. Mayor Schreiber thanked Mr. Greve of Waste Management and said that it would have been more prudent to have provided a bid with both the 96 gallon and three can options.

On a roll call, the vote for Resolution 2014-145 was as follows:

Council Member Jefferson	Yes	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: 6 No: 0 Absent: 1 (Richardson) Vote: Carried

4. Resolution No. 2014-146, approving assessing contract.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, per Section 4.03 (c) of the City of Ypsilanti Charter, the City Manager has the responsibility to hire the Assessor; and

WHEREAS, the City has been engaged in a three (3) year professional services contract with WCA assessing since July 2011 and the contract expires on June 30, 2014; and

WHEREAS, the City is pleased with the services of WCA Assessing and would like to renew the agreement; and

WHEREAS, the City has discussed ways that WCA can enhance its services to the City and employees in the execution of its duties; and these service enhancements have been included in the contract.

NOW, THEREFORE, be it resolved that the Ypsilanti City Council approves the Contract with WCA Assessing for $77,900 for two (2) years and authorize the Mayor and City Clerk to sign and execute the agreement.

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

Assistant to the City Manager Savage highlighted that the Assessor will be moving from working two days to three days a week. The cost will increase from $69,593 to $77,900 annually. Ms. Savage stated that WCA Assessing will also provide workshops at City Hall to help familiarize staff with assessing practices. Ms. Savage added that the workshops will happen within 45 days of the beginning of the contract.

Mr. Shaw, WCA Assessing, stated that his company was brought on board during the recession to help lower cost to the City.

On a roll call, the vote for Resolution 2014-146 was as follows;

Council Member Jefferson	Yes	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: 6 No: 0 Absent: 1 (Richardson) Vote: Carried

Council adjourned for a short break at 9:05 p.m.
Council reconvened at 9:15 p.m.

5. Resolution No. 2014-147, approving revised 3rd amendment to the purchase agreement (Family Dollar) with Ninety Nine 90, LLC.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The Ypsilanti City Council approved a Purchase Agreement for the sale of .85 acres of the Water Street Redevelopment Area to NINETY NINE 90, LLC for the development of a Family Dollar Store on May 7, 2013

WHEREAS, said agreement has been executed by both parties; and,

WHEREAS, NINETY NINE 90, LLC has requested a 3rd amendment to invoke both an extension and add an extension

to the purchase agreement, both to a date not later than June 27, 2014; and,

WHEREAS, NINETY NINE 90, LLC has requested a waiver of certain rights related to a previous easement; and

WHEREAS, the City requests to clarify assignment rights and requirements for those parties participating in the Family Dollar construction and operation; and,

WHEREAS, the City and NINETY NINE 90, LLC, intend to close on the parcel not later than June 27, 2014 and that the City Manager be authorized to sign closing documentation subject to attorney approval;

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council approve the attached 3rd Amendment to the Purchase Agreement with NINETY NINE 90, LLC to sell and develop .85 acres of the Water Street Redevelopment Area as presented in the agreement and attachments; and

FURTHER, that the Mayor and City Clerk are authorized to sign the Purchase Agreement subject to attorney approval; and

FURTHER, that the City Council authorize the City Manager to proceed with closing and make additional changes to the 3rd amendment as he may reasonably determine; and

FURTHER, that the City Manager is authorized to sign all closing documentation subject to attorney approval.

OFFERED BY: Council Member Murdock
SUPPORTED BY: Council Member Vogt

On a roll call, the vote for Resolution 2014-147 was as follows;

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

VOTE:

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

6. Resolution No. 2014-148, approving Ordinance No. 1220 to amend budget appropriations by department and major organizational unit for 2013-2014 fiscal year. ***(Second Reading)***

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled, "An Ordinance to Amend Budget Appropriations by Department and Major Organizational Unit

for the Fiscal Year 2013-2014", be approved on Second and Final Reading.

OFFERED BY: Council Member Robb
SUPPORTED BY: Council Member Jefferson

City Manager Lange stated that Fiscal Services Director Marilou Uy did an excellent job including budget amendments into the budget. Mr. Lange stated that each item had been added to the budget that was requested by Council. Mr. Lange stated that there is one item that is not included, a $5,000 contribution for ReImagine Washtenaw.

On a roll call, the vote for Resolution 2014-148 was as follows;

Council Member Jefferson	Yes	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: 6 No: 0 Absent: 1 (Richardson) Vote: Carried

7. Resolution No. 2014-149, approving Ordinance No. 1221 to adopt budget appropriations by department and major organizational unit for 2014-2015 and 2015-2016 fiscal years. ***(Second Reading)***

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled, "An Ordinance to Adopt Budget Appropriations by Department and Major Organizational Unit for the Fiscal Years 2014-2015 and 2015-2016", be approved on Second and Final Reading.

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

Council Member Moeller moved that the General Fund expenditures be amended by adding $5,000 for the ReImagine Washtenaw staffing, contingent upon the County funding the position.

SUPPORTED BY: Council Member Vogt

Mayor Schreiber stated that he attended the most recent ReImagine Washtenaw Meeting. Mayor Schreiber stated that up until now this program was funded by HUD. The purpose of ReImagine Washtenaw is to harmonize the permitting process, making it more convenient for not only motorist but also individuals using non-motorized transportation. Mayor Schreiber added that this is a long term project. County Commissioners have voiced ideas for possible projects however there is a need for funding. Mayor Schreiber urged Council to approve this amendment and apologized for its lateness.

Council Member Murdock stated that he thought the County had a surplus of $3 million.

Mayor Schreiber responded that there is a surplus but discussions have occurred on how to spend those funds.

Council Member Murdock asked if all the amendments to the budget were included.

City Manager Lange responded yes, this is consistent with what Council has asked for.

Council Member Moeller asked if merit raises have been removed from the budget and if so, does this mean that no one will receive a raise.

City Manager Lange responded no, staff will receive raises. Mr. Lange added that as instructed by Council he will review an across the board raise for non-union employees and return to Council with a proposal.

Council Member Moeller asked if it was in the budget.

City Attorney Barr responded that the budget would need to be amended.

On a roll call, the vote for Resolution 2014-149 was as follows;

Council Member Jefferson	Yes	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: 6 No: 0 Absent: 1 (Richardson) Vote: Carried

8. Resolution No. 2014-150, approving Ordinance No. 1222, the 2014-2015 tax levy ordinance. ***(Second Reading)***

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the proposed ordinance entitled "2014-2015 Tax Levy Ordinance", be approved on Second and Final Reading.

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

City Manager Lange stated that there were no changes.

On a roll call, the vote for Resolution 2014-150 was as follows;

Council Member Jefferson	Yes	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: 6 No: 0 Absent: 1 (Richardson) Vote: Carried

9. Resolution No. 2014-151, approving Ordinance No. 1223 to amend Chapter 18 of the Ypsilanti City Code entitled, "Buildings and Buildings Regulations". ***(Second Reading)***

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance to adopt the International Property Maintenance Code, entitled "AN ORDINANCE TO AMEND CHAPTER 18 OF THE YPSILANTI CITY CODE, ENTITLED "BUILDINGS AND BUILDING REGULATIONS," BY AMENDING ARTICLE V, "PROPERTY MAINTENANCE CODE," SECTION 18-91 "ADOPTION," TO REPLACE 2006 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE WITH THE 2012 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; BY AMENDING SECTION 18-92 "ADDITIONS, INSERTIONS AND CHANGES," BY DELETING THE PREVIOUS ADDITIONS, INSERTIONS AND CHANGES AS NECESSARY AND MAKING ADDITIONS, INSERTIONS AND CHANGES TO THE 2012 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE" be approved on Second and Final Reading.

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

City Attorney O'Jack stated that there are two minor changes from first reading.

On a roll call, the vote for Resolution 2014-151 was as follows;

Council Member Jefferson	Yes	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: 6 No: 0 Absent: 1 (Richardson) Vote: Carried

10. Resolution No. 2014-152, approving Ordinance No. 1224 to amend the Ypsilanti City Code regarding the use of consumer fireworks within the City of Ypsilanti, pursuant to MCL 28.457(2). ***(Second Reading)***

RESOLUTION TO ADOPT ORDINANCE TO AMEND FIREWORKS ORDINANCE:

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that: the ordinance entitled "An ordinance to amend the Ypsilanti City Code regarding the use of consumer fireworks within the City of Ypsilanti, pursuant to MCL 28.457(2) be adopted on Second and Final reading.

OFFERED BY: Council Member Murdock
SUPPORTED BY: Council Member Vogt

On a roll call, the vote for Resolution 2014-152 was as follows;

Council Member Jefferson	Yes	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: 6 No: 0 Absent: 1 (Richardson) Vote: Carried

XIV. <u>LIASON REPORTS</u> –

A. SEMCOG Update- None
B. Washtenaw Area Transportation Study – Meeting tomorrow, June 18th
C. Washtenaw Metro Alliance- No meeting
D. Urban County- None
E. Freight House- the DDA on Thursday will be taking up a request to increase their contribution from $25,000 to $35,000.

XV. <u>COUNCIL PROPOSED BUSINESS</u> –

<u>Murdock</u>

- Commented that traffic signs on Lincoln St. were initially supposed to be a temporary fix. There were supposed to be site plans, some of the same problems are still there.

- Rain garden signs have been delivered by the County for Depot Town. County still needs to determine where they are to be installed.

- City Manager Lange asked how should the signs be installed. Mr. Lange stated that there needs to be a Council decision on trees in the rain garden because it was decided five years ago as a part of the streetscape project that there would be no trees.

- Stated he submitted Charter amendments to the Attorney's office and would like them added to a future agenda with a public hearing.

<u>Robb</u>

- Reported that 301 N. Park St. is becoming a dump for construction materials. There needs to be ordinance enforcement and the City Attorney should examine the property. The dumping ordinance has been strengthened so it may deter this from continuing.

- There are issues with the rusting streetlights on Michigan Ave. What is DTE's strategy to maintain property.

- City Manager Lange asked for clarification of where the rusted lights are located.

- Mr. Robb stated that many are located on Michigan Ave. Mr. Robb added that the City should look into the possibility of issuing ordinance violations to DTE.

Moeller

- Announced Leigh Greden is leaving EMU.

- Reported there is a house on Collegewood and Kingwood without a number. It's facing EMU and it's under foreclosure. The sidewalk is unusable because the shrubs are growing over the sidewalk.

- Citizens have been asking what the policy is for trimming trees.

- Assistant to the City Manager Savage explained that last year the tree crews were working on tree trimming. During May and June of this year the tree crews are focusing on stump removal. Once that is complete they will begin trimming.

- Visited the Fire Station and there was a very good atmosphere. She said they are asking for a new engine.

Vogt

- Asked if there are lights available for N. Hewitt

Jefferson

- Stated that he has a neighbor who has a tree on his easement that is getting very tall and would the neighbor be able to trim that tree.

- City Manager Lange stated that he would need to know where the easement is and at what address.

- Council Member Moeller asked if citizens trim trees that are on the easement.

- Council Member Robb stated that those are city trees and they can't be trimmed other than by city staff.

- City Manager Lange stated that he and Assistant to the City Manager Savage would look into the matter.

XVI. COMMUNICATIONS FROM THE MAYOR –

- Mayor Schreiber commented that Ann Arbor had 18 amendments to their budget and Ypsilanti only had 7 amendments which are more than usual. Mayor Schreiber stated that Council may want to consider adopting the two-year budget during an off election year and hopefully that would spur more discussion during goal setting meetings. City staff could come up with a budget and reach an agreement with Council. Mayor Schreiber encouraged Council to make this change.

XVII. COMMUNICATIONS FROM THE CITY MANAGER –

- City Manager Lange reported that city staff participated in a fire safety seminar provided by the Ypsilanti Fire Department.

- Stated that 14 surplus items have been sold for a total of $88,000. Mr. Lange added that there are still 10 items listed on the mitten.

- Stated that he attended a school resource meeting.
- Reported there is a meeting to discuss the Rutherford Pool parking lot.
- A summit meeting including representatives from DTE, EMU, and the City has been scheduled to discuss the LED Conversion.
- The lights in the Fire Department have been retrofitted with LED.
- The water fountain in Depot Town has been repaired.
- DPS has received the pedestrian parking signs.
- OHM and PK have finalized the lane alignment for the Michigan Ave. Road Diet.
- The emergency road repairs will begin after July 4th.
- The Color Run will be held this Saturday, June 21st.
- Pure Michigan was in town to film a 60 second commercial.
- Stated that there is always a give and take during the budget process between the Executive and Council. Mr. Lange thanked both staff and Council for their work.
- -Council Member Jefferson stated that there have already been 2,000 attendees at the Rutherford Pool.
- Council Member Murdock asked if the merge points on Michigan Ave. were correct.
- City Manager Lange responded yes they are correct and the City was credited for the initial conversion.

XVIII. AUDIENCE PARTICIPATION –

None

XIX. REMARKS FROM THE MAYOR –

None

XX. ADJOURNMENT –

Resolution No. 2014-153, adjourning the 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.

The meeting was adjourned at 10:11 p.m.

REQUEST FOR LEGISLATION
July 8, 2014

From: Teresa Gillotti, Director of Community and Economic Development
Subject: Purchase agreement with Washtenaw County Parks and Recreation (WCPARC) to purchase 4.1 acres for the East-Side Recreation Center

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Background:
The City of Ypsilanti and Washtenaw County Parks and Recreation Commission (WCPARC) have been working on the proposed East Side Recreation Center since both adopted a letter of intent to develop a portion of the Water Street site in January of 2012. Since that time, WCPARC has worked with a design team from the U of M School of Architecture on two development concepts which were presented to the public in the summer of 2013.

After the presentations, WCPARC requested an extension of the letter of intent, and then followed up by engaging the design team to further define the project to determine the size of the parcel to be requested from the City. Once known, the City and WCPARC were to move to a purchase agreement. That work was completed and presented by WCPARC to the City of Ypsilanti in December of 2013. The proposed facility is expected to be approximately 45,000 square feet and located on a 4.1 acre parcel located on the northwest corner of the Water Street Redevelopment area, with the building located close to Michigan Ave and parking in the rear of the site.

After the December 2013 presentation, staff from the City and WCPARC had agreed to the major terms of the purchase agreement, and staff was directed to put it in the form of a purchase agreement and bring it back to the City Council and the WCPARC board.

Shift in direction
After negotiating the purchase agreement, including both legal teams, WCPARC decided to change direction. Previously the County had agreed to comply with the City's Water Street zoning and other regulations. These include coordinating the development with the street grid structure depicted as part of the Shape Ypsi Master Plan concept for Water Street. WCPARC made clear to City staff that as a county entity, when they close on the property, they are not subject to local ordinances, including zoning, historic district ordinance, and building code. WCPARC did indicate that their practice is to follow local zoning and related regulations to the best of their ability.

In conversation with WCPARC staff they have been clear that it is their intent to build a building similar to the "canopy" concept previously presented to the community. This concept does conform with the majority of the City's regulations and guidelines. However, they have also made clear that due to the scope and scale of this project, the coordination between the Ann Arbor YMCA (the proposed operator of the facility), and the fact that architect/engineers are not contracted yet to do the site and building plans, that many of the building features, materials, orientation, and layout are subject to change due to site features, operator needs, and/or costs.

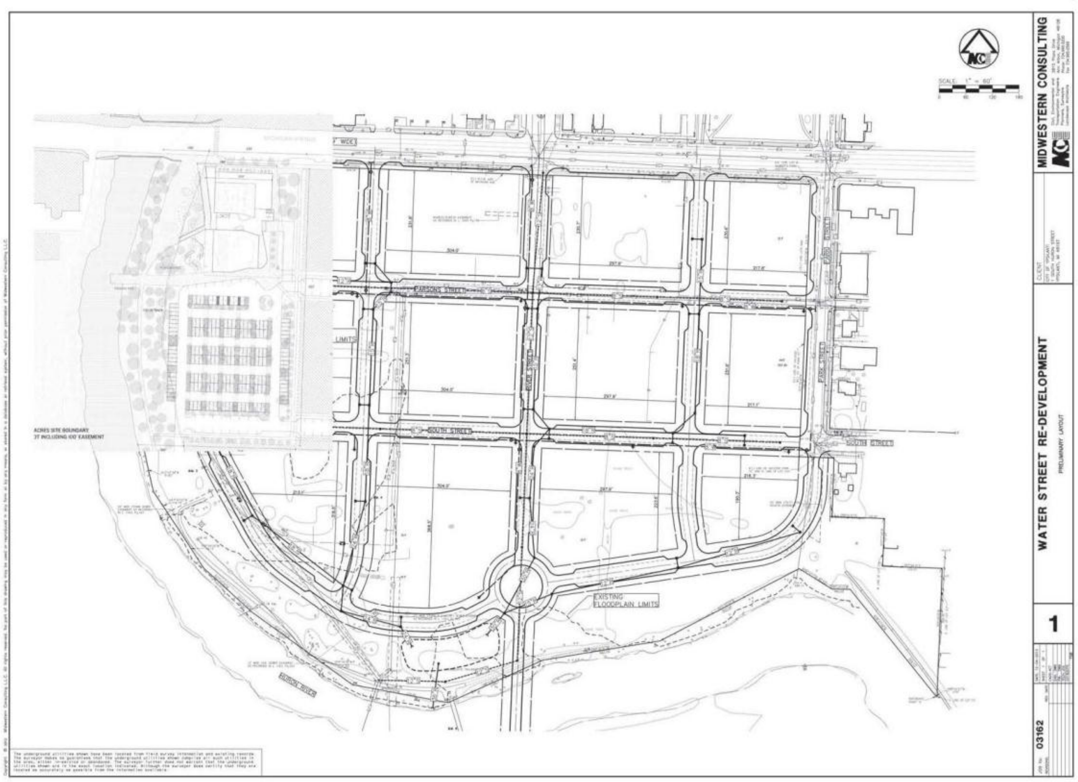
This does not provide certainty to the city or to future adjacent development as to the design and/or layout of the site.

What might that change mean?

The City is the lead developer on the 38 acre Water Street redevelopment site. All development projects have to be coordinated carefully to ensure connecting infrastructure, but also coordinated and complementary development. The intent for redevelopment has been to pull the commercial uses on Michigan Avenue further east to stitch together downtown, to the businesses east of Park Street.

Through the recent Shape Ypsi process, this has been further defined with a Water Street Concept plan and related (and adopted) infrastructure plan. WCPARC participated in both master plan and zoning charrettes, where they were able to meet in person with staff and the consultant team to work on not just including the proposed Recreation Center as part of the project, but ensuring that it bridged the downtown development with the future development on the Water Street Redevelopment Area. The design guidelines for Water Street focus on developing a block structure that mimics the successful grid structure of downtown and Depot Town, which also mimics the form and elements of downtown based on building placement and requirements for creating walkable environments. That includes placement and orientation of buildings on "A" streets (Michigan Ave, River St. Park St and the Huron River), required entrances on those streets, and providing transparency in facades to maintain natural surveillance or "eyes on the street" – as those who walk by can see the activity inside, and those inside can keep an eye on the outside. All streets will have substantial sidewalks, street trees and on-street parking to echo the walkable, urban environment of Ypsilanti's Downtown, Depot Town and West Cross districts.

Those concepts were translated into an infrastructure plan the City Council adopted in January of 2014. As the East Side Recreation Center was in discussion, City Council amended the infrastructure plan to accommodate the proposed layout and location of the building, effectively modifying the "grid" to ensure the proposed building and layout can still work with adjacent properties.



TERM SHEET COMPARISON
EAST SIDE RECREATION CENTER

	December 2013	July 2014
1. Seller:	City of Ypsilanti One South Huron Street Ypsilanti, MI 48197	Unchanged
2. Purchaser:	Washtenaw County Parks and Recreation Commission (WCPARC) 2230 Platt Rd. PO Box 8645 Ann Arbor, MI 48107-8645	Unchanged (tax exempt)
3. Parcel Location:	Approximately 4.1 acre parcel on NW corner of Water Street site adjacent to Michigan Avenue and Huron River. Note: Approximately one (1) acre of land adjacent to the River but west of the proposed parcel would remain in City ownership as a segment of the proposed River's Edge Linear Park and Trail.	Unchanged Unchanged
4. Use:	East Side Recreation Center (height of approximately 35 feet)	Rec Center use required for at least 10 years Intent but non-binding
5. Site Details:	• Building to have orientation/entrance off Michigan Ave. • Parking to be located in rear of site. • Setbacks to 0-10 foot setback from Michigan Ave or 0-10 feet from environmental issue as determined in contingency period.	• Intent but non-binding • Intent but non-binding • Intent but non-binding
6. Parcel Layout:	Parcel layout will support grid layout of the Water Street property as indicated in Master Plan The exception would be the segment shown between the building and parking lot (Parsons) would likely provide pedestrian access, but not serve as a fully functioning street. Note: Due to timing of contingency period, both parties may agree to reconsider the parcel layout and infrastructure commitment if other development projects are proposed during that time frame.	Intent but non-binding Two infrastructure options provided in agreement.
7. Linear Park:	The City will maintain trail and linear park except for easement areas granted to WCPARC for use and maintenance of	unchanged

	storm water facilities and shared plaza space.	
8. Purchase Price:	Purchase price $1 plus the value of infrastructure improvements including $650,000 commitment to pedestrian bridge and linear park, And infrastructure connections to the building Water and Parsons Streets around site	Unchanged
9. Infrastructure	Purchaser responsible for development of infrastructure including environmental considerations. All streets will be built to city standards.	Unchanged – Note that WCPARC can opt out of project if environmental due care problematic
10. Deposit:	No Deposit required	Unchanged
11. Contingency Period:	270 days from the effective date to inspect the Property, physical, environmental, title, survey, and utility plans. Also during the Contingency Period, Purchaser is obligated to obtain: (i) all Governmental permits and approvals necessary to commence and complete development of the property, including PUD Approval using zoning guidelines, all at Purchaser's sole cost and expense. Purchaser will be subject to review by City planning, zoning, engineering, building and other departments. Purchaser to pay any fees as required.	270 days for due diligence and government approvals -includes securing agreement with operator WCPARC would not be subject to PUD approval or any other zoning, building, or HDC review. Intent to comply with zoning, but not binding Required compliance with engineer for ROW work.
12. Extensions of Contingency Period:	Four (4) Extension Periods of thirty (60) days each, to be requested by Purchaser as needed.	unchanged
13. Failure of contingencies:	In the event the Purchaser is not satisfied with the condition of the Property or able to obtain all of the governmental approvals and/or related partnerships and financing necessary to proceed within the Contingency Period, the Purchaser may terminate the Purchase Agreement in writing and receive a refund of the Deposit.	unchanged
14. Restrictive Covenant:	None	10 year restrictive covenant applying to fitness facilities >1500 sf excluding those in residential developments. Begins Jan. 1, 2018.
15. Closing:	30 days following the expiration of the Contingency Period	unchanged

16. City Closing Costs:	WCPARC to be responsible for (i) recording costs associated with any curative documents to cure conditions of title and (ii) recording costs for the Declaration of Restrictive Covenant	unchanged
17. Tax prorations:	None, property is exempt from taxes.	unchanged
18. Possession:	Delivered at closing	unchanged
19. Covenant to Construct:	Purchaser has to commence construction/improvements within 6 months of closing and complete the improvements and open for business within the Property within 24 months of closing. If Purchaser does not satisfy the commencement of construction obligations, the City has the right to reacquire the property at the same price, plus the fair market value of the vertical improvements.	Proposed schedule provided as Exhibit D, but subject to change. After project commences, infrastructure to be built within one year of closing, no later than Dec. 30, 2017 Facility will open 30 days after completed, and no later than January 1, 2018
20. Commission:	None.	unchanged
21. Purchaser's Default:	Purchaser's Default – City's sole remedy is to terminate the agreement and seek enforcement of any restoration and/or indemnification obligations of the Purchaser. Both parties waive the right to seek monetary damages due to a Default.	Cap on reimbursement that can be sought in conjunction with seller performance under the agreement of $50,000.
22. City's Default:	Purchaser has the right to terminate or to specifically enforce the terms of the Agreement. Both parties waive the right to seek monetary damages due to a Default.	Unchanged
23. City's Right to terminate	Not defined	If Purchaser has not obtained all permits at end of governmental approvals period (up to 510 days) City may provide notice to terminate agreement
24. Purchaser reselling rights	Not defined	Purchaser cannot resell property prior to facility being built without prior written consent.

Concerns
City Council and the WCPARC are both pursuing this opportunity to support and catalyze development on the Water Street Redevelopment Area. It remains essential that the City maintain the ability to coordinate development on the site to ensure that the proposed Rec Center serves as a bridge for additional development on the site, rather than a barrier.

The current agreement has WCPARC intending to comply with city ordinances and guidelines but does not ensure it, creating a situation where WCPARC may develop the site in ways not compatible with adjacent development. While staff is of the mind that the WCPARC intent is to build according to the concept plan, the many changes and challenges of development on an urban site may significantly change site layout, access, and the manners it will interact with adjacent future development.

The proposed due diligence and government approvals time frame includes up to 540 days prior to closing on the site. This is substantially longer than other projects on Water Street and creates some added risk for other developers who may be interested in locating near the Recreation Center, but have a shorter timeline than the Rec Center project. Design standards and zoning regulations create predictability for developers and end users. It provides them an idea of what will be going next to them and what it may look like.

As has been noted in correspondence with WCPARC, the concept plan as provided previously, comply with the majority of the City's requirements for building and site layout. Adding the requirements into the purchase agreement would provide the City with more certainty regarding site layout, access and orientation, and create more certainty for future adjacent developers to understand how to integrate with the property.

Staff is recommending conditional approval of the purchase agreement subject to inclusion of zoning guidelines as contractually binding to provide some guarantees of building location, access, materials, etc., in order to ensure coordinated and complementary development onsite.

Recommendation: Approval with conditions

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

ATTACHMENTS:
- Please note the various hyperlinks within the document
- Summary of Purchase Agreement from Miller Canfield
- Purchase Agreement
- Resolution

CITY MANAGER APPROVAL: ________________________ COUNCIL AGENDA DATE: _________

CITY MANAGER COMMENTS: __________________________

FISCAL SERVICES DIRECTOR APPROVAL: _____________________________________

Resolution No. 2014- 155
July 8, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The Ypsilanti City Council approved a Letter of Intent for the sale 4.1 acres at its regularly-scheduled January 10, 2012 and provided an extension to the letter of intent at its July 16, 2013 meeting; and

WHEREAS, Ypsilanti City staff have worked with Washtenaw County Parks and Recreation Commission (WCPARC) on concept plans and related purchase agreement for the acquisition of a 4.1 acre parcel on the Northwest portion of the Water Street Redevelopment Area; and

WHEREAS; Ypsilanti City Council approved an ordinance to sell Water Street on August 18, 2009; and

WHEREAS, Ypsilanti City Council passed a resolution requiring a public hearing with every purchase offer for the Water Street Redevelopment Area in July 21, 2009; and

WHEREAS; Ypsilanti City Council has held a public hearing for the sale of a 4.1 acre portion of the Water Street Redevelopment area to provide an opportunity for public input on July 8, 2014; and

WHEREAS; WCPARC intends to build an approximately 45,000 square foot East Side Recreation Center to be operated by the Ann Arbor YMCA; and

WHEREAS: WCPARC has negotiated terms including, due diligence, governmental approval periods, as well as purchase price, and development of related infrastructure; and

WHEREAS the City is the developer of the Water Street Redevelopment area where WCPARC is not subject to local zoning, Historic District ordinance or local building code due to its status as a county entity;

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council conditionally approve the attached Purchase Agreement with Washtenaw County Parks and Recreation Commission to sell and develop 4.1 acres of the Water Street Redevelopment Area as presented in the agreement and attachments, subject to the addition of binding zoning guidelines elements as agreed to by the two parties; and

FURTHER, that the Mayor and City Clerk are authorized to sign the Purchase Agreement

OFFERED BY:____

SUPPORTED BY:____

YES: NO: ABSENT: VOTE:

SUMMARY OF AGREEMENT TO PURCHASE REAL ESTATE BETWEEN CITY OF YPSILANTI, AS SELLER AND WASHTENAW COUNTY, AS PURCHASER

1. Purchaser: Washtenaw County

2. Seller: City of Ypsilanti

3. Property: Approximately 4.1 acres of vacant land located in the northwest corner of the Water Street development. Exact legal description to be prepared by County and approved by City within 60 days of the date of execution (the “Effective Date”).

4. Purchase Price: $1.00

5. Deposit: -0-

6. Title and Survey: City to provide a commitment and an owner’s policy of title insurance covering the Property in an amount equal to $500,000.00 within 15 days of execution.

7. Purchaser’s Title Objections: Purchaser will have 20 days from receipt of the title insurance commitment to object to the condition of title. The City will have no obligation to cure objections.

8. Survey Objections: Purchaser will have 15 days from its receipt of an updated ALTA survey (the “New Survey”) to make objections. Purchaser to obtain an updated survey within 45 days of the Effective Date.

9. Purchaser’s Contingency Periods:

   a. Due Diligence Period: 270 days following the Effective Date during which Purchaser shall have the right to conduct such investigation as it deems necessary to determine that it can construct the Project on the Property, inclusive of (i) solicitation of possible operators; (ii) review of soil conditions (iii) confirm availability of funding, (iv) obtain bids on construction cost (v) perform environmental investigations and (vi) to otherwise satisfy itself as to all other aspects of the Property.

   b. Governmental Approvals: 270 days following the Effective Date during which Purchaser may seek and obtain all governmental permits and approvals required for Purchaser’s Off-Site Infrastructure Improvements and such other third party permits and approvals as are necessary to commence and complete the development of the Project on the Property. Off-Site Infrastructure Improvements are described on Exhibit C-2 and include off-site roads, utilities, curb cuts, sidewalks and streetscapes. Purchaser has the right to extend the Governmental Approval Period for four (4) extension periods, each of 60 days, which may be exercised. If all extensions are exercised the Governmental Approval Period would total 510 days.

   c. Termination Rights:

This summary of the material terms of the Purchase Agreement referenced herein does not reflect all of the terms and conditions of the Purchase Agreement and is provided as a convenience of the material terms and conditions of the Purchase Agreement. For a specific analysis of the rights and privileges of the parties, please see the referenced Purchase Agreement.

(a) Purchaser has the right to terminate at any time for any reason during the Due Diligence Period or the Governmental Approval Period in which event its obligations with respect to Off-Site Infrastructure Improvements shall terminate.

(b) City has a right to terminate the Agreement if Purchaser does not provide evidence that it has obtained all Governmental Approvals prior to the expiration of the Governmental Approval Period.

(c) City may also terminate the agreement if the millage renewal is not successful, notice of which must be provided by December 10, 2014.

10. Restrictive Covenant Agreements:

A. The City will execute and record, at the City's cost, at closing a deed restriction on the balance of the Water Street property precluding its use as a public or private fitness or health center, exercise facility or recreation center for a period of ten years commencing as of January 1, 2018, provided such restrictions shall not apply to fitness facilities that are less than 1500 s.f. in size or appurtenant to a residential community and limited to the use of the residents of that community.

B. County agrees that deed restrictions will be placed on the Property which (i) limits the use of the Property to a recreation center for 10 years and (ii) precludes the County from transferring title to the Property to any third person prior to the construction of the Facility without the City's consent.

11. Closing: 30 days after the waiver by Purchaser of all contingencies. If all extensions are taken, the closing would occur 540 days after the Effective Date.

12. Covenant to Construct, Open and Operate; Repurchase Option:

a. By closing Purchaser commits to construct the facility and the Offsite Infrastructure Improvements in accordance with a preliminary project schedule which is attached to the Purchase Agreement, the time periods of which shall be subject to modifications and changes due to subsequent occurrences and conditions to the extent outside Purchaser's control. Purchaser's obligation to construct the Off-Site Infrastructure Improvements is contingent upon Purchaser proceeding with the construction of the Facility. By closing, Purchaser also commits to operate the Facility for a period of ten (10) years commencing January 1, 2018.

b. Subject to the above, Purchaser is obligated to commence construction of the Off-Site Infrastructure Improvements within one year from the date of closing and to complete same no later than December 30, 2017, subject to extensions.

c. In the event the Purchaser does not (i) construct the facility or (ii) commence operations following completion of construction or (iii) fails to operate for a period of 10 years, City can serve Purchaser with a 60-day written notice of default and, as the City 's sole remedy has the option to purchase the property if Purchaser fails to cure the default. The purchase price is to be the fair market value of all physical improvements constructed on the Property including landscaping, parking and improvements. The determination of fair market value for purposes of the agreement is to be established by binding arbitration.

d. Design Criteria. Purchaser will not submit to the City's design and zoning authority.

13. Default:

a. If Purchaser defaults, the City shall be entitled to all remedies at law or in equity.

b. If the City defaults, Purchaser may, as a sole remedy, either seek reimbursement for costs incurred in connection with the performance of the agreement (not to exceed $50,000) or specifically enforce the obligation to close.

c. Both parties waive the right to seek monetary damages.

AGREEMENT TO PURCHASE REAL ESTATE

THIS AGREEMENT TO PURCHASE REAL ESTATE ("Agreement") is entered into by and between, **CITY OF YPSILANTI**, a Michigan municipal corporation, the address of which is One South Huron Street, Ypsilanti, Michigan 48197 ("City"), and **WASHTENAW COUNTY**, a Michigan municipal corporation, the address of which is 220 N. Main, Ann Arbor, MI 48104 ("Purchaser").

R E C I T A L S:

A. City is the owner of certain real property located in City of Ypsilanti, Washtenaw County, Michigan, which is more particularly depicted on Exhibit A attached hereto and made a part hereof consisting of approximately 4.1 acres of vacant land ("Property").

B. The Property is part of an overall project known as the Water Street Redevelopment Project ("Water Street Project") located within the real property which is identified on Exhibit B attached hereto ("Overall Property").

C. City desires to sell and Purchaser desires to purchase the Property, upon the terms and conditions described below.

D. Purchaser has proposed to construct on the northwest corner of the Property an approximately 45,000 square foot recreational facility preliminarily described on Exhibit C-1 (described both as "Facility" and "Project") for use by residents of Washtenaw County and in connection to (i) design and construct, at its sole cost, certain offsite roads, utility connections and other offsite infrastructure improvements on the Overall Property (the "Offsite Infrastructure Improvements"), all as depicted and described on the attached Exhibit C-2 and pursuant to the terms hereof and (ii) fully perform its prior undertakings with City as set forth in a Parks Contribution Agreement being negotiated by the parties relative to the Purchaser's commitment to partially funding the design and construction by City of a linear park along the water's edge of the Overall Property for use by the public (the "Linear Park").

THEREFORE, in consideration of the mutual covenants and the undertakings described in this Agreement, the parties agree as follows:

1. **Agreement of Purchase and Sale.** City agrees to sell to Purchaser, and Purchaser agrees to purchase, the Property, subject to and in accordance with the terms and conditions of this Agreement.

2. **Purchase Price.** The purchase price ("Purchase Price") for the Property shall be One Dollar ($1.00). At Closing, as defined in Paragraph 9 below, Purchaser shall pay to City the Purchase Price, subject to closing adjustments and prorations as provided in this Agreement and commit to construct the Facility and construct the Infrastructure Improvements, all as hereinafter provided.

3. **Title; Survey; Final Legal Description**.

(a) Within fifteen (15) days from the finalization of the New Survey for the Property pursuant to Section 3(b), City shall, at its cost, cause Absolute Title, Inc. to deliver to Purchaser a commitment for an ALTA Owner's Title Insurance Policy ("Commitment") in an amount equal to Five Hundred Thousand ($500,000.00) Dollars, bearing a date later than the Effective Date, and identifying the condition of title to the Property, together with copies of the instruments and documents referenced in the Commitment.

(b) Within fifteen (15) days from the Effective Date, City shall furnish to Purchaser copies of surveys (if any) which City has regarding the Property and the Overall Property a/k/a Water Street Project. Purchaser shall obtain a survey of the Property and provide to City a copy of such survey within forty-five (45) days from the Effective Date (the "New Survey"). Said New Survey shall be certified to Purchaser, the City and the Title Company. City shall advise Purchaser in writing of its approval of the legal description for the Property reflected in the New Survey within fifteen (15) days of receipt of the New Survey, such approval not to be unreasonably withheld. Upon the City's approval or deemed approval of the legal description for the Property, same shall be made a part hereof.

4. **Objections to Title And Survey**.

(a) **Objections to Title**. Purchaser shall have a period of twenty (20) days from receipt of the title insurance commitment to object in writing to the condition of title to the Property. If Purchaser does not object within said time period, Purchaser shall be deemed to have waived all objections to the condition of title to the Property. If Purchaser serves City with any written objections, City shall have thirty (30) days to cure such objections. City shall be deemed to have cured a title objection if City causes such matter to be removed from the Commitment as an exception to coverage or title company agrees to insure Purchaser for such matter. If City does not cure Purchaser's objections as provided above, Purchaser shall have the right to terminate this Agreement by providing written notice to City within ten (10) days from the expiration of the foregoing thirty (30) day period. If Purchaser terminates this Agreement in accordance with this Paragraph 4, the parties shall have no further rights or obligations under this Agreement.

(b) **Objections to Survey**. Purchaser shall have a period of fifteen (15) days from receipt of the updated ALTA survey to object to any defects or other conditions which are revealed in the survey of the Property. If Purchaser does not object within said time period, Purchaser shall be deemed to have waived all objections to the survey of the Property. If Purchaser does object to defects or other conditions that are objectionable to Purchaser in the survey then Purchaser shall serve City with such written objections and City shall have thirty (30) days to cure such objections. If City does not cure Purchaser's objections as provided above, Purchaser shall have the right to terminate this Agreement by providing written notice to City within ten (10) days from the expiration of the foregoing thirty (30) day period. If Purchaser terminates this Agreement in accordance with this Paragraph 4, the parties shall have no further rights or obligations under this Agreement.

5. **Due Diligence**.

(a) **Information Access**. Within fifteen (15) days of the Effective Date, City shall provide Purchaser with any existing information in its possession, custody, and/or control regarding the Property and the areas in which Offsite Infrastructure Improvements are to be constructed by Purchaser in accordance with Exhibit C-2. Such information may be provided on computer disk. City does not make any representation or warranty regarding any such information, including, without limitation, any representation or warranty with respect to the completeness or accuracy of any such information. However, City is unaware that any of the information provided to Purchaser as described herein is incorrect or faulty in any material manner. Purchaser shall have the right to inspect additional information regarding the Property which is located within City offices at a mutually acceptable time and if required by City with appropriate supervision by City staff. At all times during the term of this Agreement and subject to the provisions of 5(b) below, City grants to Purchaser, and those persons designated by Purchaser, the right to enter upon the Property in order to inspect the Property and to take soil borings and conduct engineering and environmental tests and studies. Purchaser shall provide to City, at no cost to City, copies of all due diligence materials prepared by or on behalf of Purchaser in connection with this transaction promptly following Purchaser's receipt of such due diligence materials, regardless of whether the transaction closes.

(b) **Purchaser Due Diligence**. Purchaser shall engage in additional due diligence for a period of up to two hundred seventy (270) days from the Effective Date ("Due Diligence Period") to investigate and determine its ability to construct a recreation center on the Property including but not limited to the solicitation of possible operators, a review of soil conditions and other design factors related to construction of the Facility, availability of funding (which may include bonds or millages), anticipated costs of construction and operation of the Facility, preliminary bid planning, and such other due diligence as necessary for Purchaser to determine whether or not Purchaser should proceed with the Project. During such period, Purchaser will expend funds for consultants, advisors, engineers, and other professional services in order to confirm the viability of the project. The undersigned parties acknowledge and agree that Purchaser will not actually operate the Facility which it constructs but rather intends to enter into an operations agreement with the YMCA which has considerable experience in the operation of urban recreation and exercise facilities. The ability to obtain a commitment from the YMCA or such other suitable operator as Purchaser deems satisfactory in conjunction with the operation of the Facility prior to the expiration of the Due Diligence Period is a key condition in the success of this Project. Although the Purchaser is exempt from local zoning ordinances, it intends to adhere to local standards to the extent possible and that ordinances involving building height, setbacks, and parking in the rear will be considered when creating its final plan. Purchaser has attached a Concept Drawing to this Agreement as Exhibit C-1.

(c) **Restoration; Insurance.** Purchaser shall use all reasonable efforts to minimize any damage to the Property and, in the event any portion of the Property is disturbed or altered by virtue of Purchaser's investigations, Purchaser shall promptly, at its sole cost and expense, restore the Property to substantially the same or better condition that existed prior to such disturbance or alteration. Purchaser shall be responsible for any and all claims, liabilities, suits, costs, expenses and damages, including reasonable attorneys' fees, arising out of the inspection activities of Purchaser or its agents, employees or contractors, and/or any construction liens filed by any of Purchaser's contractors, subcontractors or suppliers in connection with any such inspection activities. Prior to entering the Property, Purchaser shall provide City with evidence of liability insurance in the amount of Two Million and 00/100 ($2,000,000.00) Dollars, which names City as an additional insured party and provides coverage for all of Purchaser's activities within the Property and which insurance coverage cannot be cancelled or the amount of coverage reduced prior to Closing. Purchaser's obligations under this Section 5(c) shall survive the termination of this Agreement.

(d) **Expiration of the Due Diligence Period.** If Purchaser, in its reasonable judgment, determines that the condition of the Property is unsatisfactory, Purchaser may, prior to the expiration of the Inspection Period, elect in writing to terminate this Agreement. If Purchaser elects to terminate this Agreement, the parties shall have no further rights or obligations under this Agreement, except for Purchaser's obligations as described in the Linear Park Contribution Agreement, which shall survive as described in paragraph 11(f) and as provided in Section 5(c) above.

(e) **Environmental Mitigation**. In the event Purchaser is advised that the Property requires any environmental mitigation from either state or federal regulatory agencies in order for Purchaser to use the Property as intended, Purchaser shall immediately notify City prior to the expiration of the Due Diligence Period of that condition and the mitigation that is required. For purposes of this paragraph, mitigation shall mean any and all activities necessary to allow the uses contemplated for the Property under the terms of this Agreement to Purchase Real Estate to proceed and be approved by all federal, state and local regulatory agencies having jurisdiction over environmental conditions and hazardous materials without additional cost to Purchaser. If Purchaser determines that costs or expenses are necessary to properly mitigate the Property for the contemplated uses and that it does not wish to proceed with this transaction due to those costs and expenses, Purchaser may immediately serve written notice to City that it no longer has any interest in acquiring the Property in which case both parties shall have no further obligation to the other in conjunction with this Agreement except for those obligations that survive.

(f) **Governmental Approval**. Purchaser shall have a period of two hundred seventy (270) days from the Effective Date ("Governmental Approval Period") to seek and obtain all governmental permits and approvals that are required with regard to Purchaser's Offsite Infrastructure Improvements and all such other permits and approvals as are necessary to commence and complete development of the Property ("Governmental Approvals") including but not limited to final approval by the Washtenaw County Board of Commissioners and the Washtenaw County Parks and Recreation Commission as needed upon terms and conditions acceptable to Purchaser in its sole discretion. Purchaser shall be responsible at its sole cost and expense for the preparation of all applications and related plans and instruments and all applicable filing, submission and permit fees related to the Governmental Approvals as defined herein. Purchaser shall provide to City periodic updates with respect to the status of Governmental Approvals. Purchaser shall have the right to extend the Governmental Approval Period for four (4) extension periods of sixty (60) days each by providing written notice to the City of such election. Such notice to be received by the City prior to the expiration of the then applicable Governmental Approval Period.

(g) **Expiration of Governmental Approval Period**. If Purchaser does not obtain the Governmental Approvals prior to the expiration of the Governmental Approval Period, Purchaser may elect in writing to terminate this Agreement by providing written notice to City prior to the expiration of the Governmental Approval Period. If Purchaser elects to terminate this Agreement, the parties shall have no further rights or obligations under this Agreement except for Purchaser's obligations which shall survive.

(h) **Easements**. No later than sixty (60) days following City's receipt of Purchaser's construction drawings, which Purchaser shall provide the City no later than 90 days prior to the expiration of the Governmental Approval Period, City shall identify and describe any and all easements which it will require from Purchaser at Closing ("Easements"). All such Easements will include drawings showing their location and provide detailed descriptions regarding their size and purpose.

(i) **Termination of Project**. In the event Purchaser determines at any time during the Due Diligence Period or Governmental Approval Period that the Project is not viable or that it does not intend to proceed with the Project for any reason or no reason at all, then the Purchaser shall send written notice to City of its intent to terminate its participation in the Project ("Notice of Termination"). In the event the Project is terminated, Purchaser's obligations with regard to Offsite Infrastructure Improvements shall also be terminated provided that any expenditures or work already performed by Purchaser is not subject to repayment or reimbursement by City.

(j) **Obligation to Proceed**. In the event Purchaser does not deliver to City a Notice of Termination for any of the reasons set forth in this Paragraph 5, then Purchaser shall be deemed to have committed to proceed with the construction as described in Paragraph 11(b) and a closing shall be scheduled as required by Paragraph 8. While the Purchaser's decision to proceed with the Project is not related to the Washtenaw County Parks & Recreation Commission request for millage renewal which will be on the ballot in November of 2014 ("Millage Renewal"), defeat of that request would significantly impact the Parks & Recreation budget and its ability to carry out the implementation of the Facility described in this Agreement. To that extent, City can terminate any further obligations under this Agreement if the Millage Renewal does not pass. City's right to terminate this Agreement must be exercised by sending a Notice of Termination to Purchaser no later than December 10, 2014. If the Notice of Termination has not been delivered to Purchaser by that date, then City's ability to terminate this Agreement for the reasons set forth herein shall expire.

(k) **City Termination Rights**. Purchaser shall provide to the City prior to the expiration of the Governmental Approval Period evidence that Purchaser has obtained all Governmental Approvals necessary for Purchaser's ability to construct the Project including, but not limited to, all DEQ, MDOT and/or County building and soil erosion permits and all approvals from the Washtenaw County Board of Commissioners and the Washtenaw County Parks and Recreation Commission, which approvals shall commit such funds as are necessary to construct the Project. In the event Purchaser fails to provide evidence that it has obtained all necessary Governmental Approvals on or prior to the expiration of the Governmental Approval Period then, in that event, the City shall have the right to elect to terminate this Agreement by providing written notice of such election to Purchaser within ten (10) business days following the expiration of the Governmental Approval Period. Purchaser agrees to provide copies of all such Governmental Approvals together with such other evidence as Seller may reasonably require in connection therewith. In the event Seller elects to terminate this Agreement as a result of the Purchaser's failure to have obtained all requisite Governmental Approvals then, in that event, this Agreement shall terminate as of the date stated in the City's notice and each party shall thereafter be released of any and all obligations under this Agreement except those that expressly survive the termination hereof.

6. **Restrictive Covenant Agreement**. At Closing, City and Purchaser shall execute and record a restrictive covenant agreement ("Restrictive Covenant Agreement") that restricts any portion of the Overall Property from being utilized as a public or private fitness or health center, exercise facility, or recreation center for a period of ten (10) years commencing January 1, 2018 ("Exclusive Uses") provided that such restrictions shall not apply to fitness facilities that are less than 1,500 square feet in size or are appurtenant to residential communities and limited to the use of the residents within that community. The Restrictive Covenant Agreement shall provide that City shall have the right to record additional restrictive covenants against the Property which restrict the Property from being utilized for certain uses for which City has granted other purchasers of land within the Water Street Project exclusive rights in connection with the initial sale of land by City to such purchasers, provided that any such restrictions shall not restrict the Property from being utilized for county recreation facility. The Restrictive Covenant Agreement shall contain such additional terms and conditions as the parties may agree.

7. **Infrastructure; Special Assessment District**. Purchaser acknowledges that the Property may be subject to one or more special assessment districts for the cost of any Infrastructure Improvements which City may elect to install on the Overall Property in the future and Purchaser and its successors shall fully cooperate in the creation of same provided that Purchaser shall not be subject to any special assessment districts which do not directly benefit the Property. Special assessment districts which would benefit the Property include the reconstruction or installation of water and sewer lines, and roads. At Closing, Purchaser shall execute and deliver to City such additional agreements as City may require to evidence the Purchaser's agreement to install at its sole cost the Offsite Infrastructure Improvements described on the attached Exhibit C-2 pursuant to plans and specifications prepared by Purchaser at Purchaser's sole cost. The Offsite Infrastructure Improvements shall include all offsite roads, utilities, curbs, sidewalks and streetscapes depicted on Exhibit C-2.

8. **Closing.** The closing ("Closing") shall be consummated within thirty (30) days after Purchaser has either removed or waived the above contingencies. The Closing shall take place at a time and location that is mutually agreeable to the parties. If the date for Closing falls on a Saturday, Sunday or legal holiday, Closing shall occur on the next immediately following business day.

9. **Closing Documents and Actions.** At Closing, City shall execute and deliver to Purchaser (as required) and Purchaser shall execute and deliver to City (as required) the following:

(a) **Payment of Purchase Price**. Purchaser shall deliver to City the Purchase Price subject to applicable adjustments and prorations as provided for in this Agreement.

(b) **Covenant Deed**. City shall deliver to Purchaser a fully executed and recordable covenant deed for the Property, conveying to Purchaser fee simple marketable title to the Property, subject only to the Permitted Exceptions and the easements identified in Paragraph ~~10(f) below and 8~~9(f) below and the Restrictive Covenant referenced in Section 6 above.

(c) **Non-Foreign Person Affidavit**. City shall furnish Purchaser with an affidavit stating that City is not a "Foreign Person" within the meaning of IRC Section 1445(f)(3), as amended.

(d) **Closing Statement.** City and Purchaser shall execute and deliver to each other a Closing Statement showing the amount by which the Purchase Price shall be adjusted as of the Closing date. City shall pay all real property transfer taxes, all premiums with respect to the owner's title insurance policy, fees to record any instruments necessary to cure Purchaser's title objections and the parties shall pay the fees and charges of their own representatives, agents or contractors. City shall pay the fees to record the easements identified in Paragraph ~~8~~9(f) below and the Restrictive Covenant and all escrow and other fees charged by the Title Company to close this transaction. There shall be no prorating real property taxes at Closing.

(e) **Title Insurance Policy**. City shall order and pay for a policy of title insurance, without standard exceptions (provided that Purchaser provides the survey required by the Title Company to remove the standard survey exception), with coverage in an amount equal to the amount stated in Section 3 above, subject only to the Permitted Exceptions and the easements identified in Paragraph 5(h) and the Restrictive Covenant. The Purchaser shall be responsible for obtaining any endorsements to such title policy desired by Purchaser, at Purchaser's cost. City shall deliver to the Title Company an Owners Affidavit and such other documents reasonably required by the Title Company to enable the Title Company to satisfy its Schedule B-1 requirements and to delete its standard exceptions (excluding any surveys) and to provide a "marked-up" Commitment, dated as of the Closing date. The "marked-up" Commitment shall reflect Purchaser as both fee simple title owner of the Property and the insured under said Commitment.

(f) **Easements**. Purchaser shall execute and deliver to City all easements and agreements required pursuant to Paragraph 5(h).

(g) **Restrictive Covenant**. City and Purchaser shall execute and record the Restrictive Covenant as described in Paragraph 6.

(h) **Further Assurances**. City and Purchaser shall execute such additional documents and instruments and take such further actions as may be necessary or desirable to consummate the sale of the Property in accordance with the terms of this Agreement.

10. **Possession; As-Is Condition**. At Closing, City shall deliver to Purchaser possession of the Property, free and clear of any rights or claims of possession by City or any third party. Purchaser acknowledges that City has not made and Purchaser has not relied on any representation or warranty by City, including, without limitation, any representation or warranty regarding the physical or environmental condition of the Property, the fitness of the Property for any particular purposes or the availability of any permits or approvals. Purchaser acknowledges that Purchaser has relied completely

on its own investigations and other due diligence activities to evaluate the condition of the Property and the availability of permits and approvals and that, at Closing, Purchaser will be accepting the Property in its then-current as-is, where-is condition, with all faults.

11. **Post-Closing Obligations**. The following obligations are intended to and shall survive the Closing. At either party's election, the parties shall execute and/or record as appropriate at Closing such reaffirmations and other agreements necessary to assure that such obligations shall survive closing and to the extent appropriate or required to bind the Property.

(a) **Site Design and Public Feedback**. With regard to onsite improvements including the Project and Facility, Purchaser will schedule at least two (2) public meetings with the Ypsilanti Planning Commission and/or Ypsilanti City Council at critical Project milestones to receive feedback regarding design issues which Purchaser agrees to consider, including the Water Street Zoning Guidelines or any approved zoning for the Overall Property (the "Guidelines"). Purchaser may consider a shared parking arrangement or changes in parking location if an opportunity arises to configure parking in conjunction with an adjacent development. Purchaser reserves the right to modify any of the above-described elements if, in its sole discretion, it determines that such modifications are necessary due to cost, design considerations, or functionality of the Facility. Notwithstanding the foregoing, Purchaser agrees that the recreational building to be constructed by Purchaser as part of Project shall be placed such that the entire structure is located north of the center line of the Parson Street right of way assuming Parson Street was extended to the Huron River. Any relocation of said building south of the Parson Street center line so described shall require the approval of the City. Upon Purchaser's finalization of its plans and/or construction drawings, or if the plans and drawings for the Project are modified, Purchaser shall provide a copy to City.

(b) **Covenant to Construct, Open and Operate; Re-Purchase Option**. Purchaser shall commit at Closing to construct the Facility and the Purchaser Infrastructure Improvements in accordance with the Preliminary Project Schedule attached to this document as Exhibit D. It is understood that this is a Preliminary Project Schedule subject to modification and changes due to subsequent occurrences and conditions within and outside Purchaser's control. It is provided for the purpose of demonstrating the various times that this Project could take. The Purchaser Offsite Infrastructure Improvements must be built in accordance with the plans that have been approved by City and all streets will be built to City standards which include street trees, sidewalks, and inclusion of on-street parking. The proposed parcel layout is intended to support the grid layout of the Master Plan with the exception of Parsons Street, which would provide pedestrian access only and not a fully functioning street. Purchaser's obligation to construct the Offsite Infrastructure Improvements is conditioned upon Purchaser proceeding with construction of the Facility. Purchaser shall commence construction of such Offsite Infrastructure Improvements within one (1) year from the Closing date and shall complete such Offsite Infrastructure Improvements no later than December 30, 2017 provided that the completion date may be extended for any reasonable time which results from conditions or events which are outside of Purchaser's control, but in no event for more than ninety (90) days. For purposes of the foregoing, commencement of construction shall mean that Purchaser has obtained all permits and approvals necessary for the construction of such Offsite Infrastructure Improvements and that all necessary utility improvements have been installed and excavation has commenced. Construction of the Facility shall proceed in a reasonable manner and shall begin operation within thirty (30) days after the Facility is completed and fully equipped but no later than January 1, 2018. Purchaser and its partners and designees agree that it shall commit to operating the Facility for a period of ten (10) years commencing January 1, 2018 and continuing thereafter. To that extent, Purchaser agrees to include a deed restriction which limits the use of the Property to a recreation center for a period of ten (10) years (the "Use Restriction Period").

(c) **Repurchase Option**. In the event that Purchaser does not construct its Facility on the Property or commence the operation of a recreation facility from the Property as provided in Paragraph 11(b) above, or, if following commencement of operation of Purchaser's business from the Property, the Property ceases to be used for a recreation center for a period of ten (10) years, City may serve Purchaser with a sixty (60) day written Notice to Cure Default and shall have the option to purchase the Property from Purchaser if Purchaser fails to cure the default. This option shall expire at the end of the Use Restriction Period. The purchase price shall be the fair market value of all physical improvements constructed on the Property including the Facility, landscaping, parking areas, and other improvements as well as all Offsite Infrastructure Improvements constructed by Purchaser. The purchase price shall not include soft costs such as engineering, architectural design, environmental consultants, or be influenced by any unpaid bond obligations which Purchaser may have in conjunction with the Property. If during the ~~above-described~~Use Restriction ~~p~~Period, Purchaser cures the obligation contained in the above-described Notice, then City's option to purchase shall be extinguished unless similar events occur ~~in the future~~during said Use Restriction Period at which time another Notice to Cure Default may be sent. At the closing for any such repurchase of the Property by City, Purchaser shall be responsible for the payment of all transfer taxes payable in connection with such transaction subject to any encumbrances, obligations, or other title exceptions which may at that time exist with regard to the Property.

(d) **Partial Construction**. In the event Purchaser begins construction on the Facility and for any reason ceases to continue that construction for a period of ninety (90) days, then City shall have the right to repurchase the Property including any improvements thereon after giving Purchaser written notice of default sixty (60) days prior. In the event Purchaser does not cure said default within said sixty (60) day period, City shall have the right to repurchase the Property for the fair market value of the improvements already constructed and shall have no further obligation beyond that amount.

(e) **Determination of Fair Market Value**. For purposes of these provisions, fair market value of the improvements constructed by Purchaser shall be determined by binding arbitration between the undersigned parties. If the parties cannot agree on the fair market value of the improvements, either party may serve a notice on the other of the need to arbitrate that issue. In such event, each party shall choose a duly licensed commercial real estate appraiser within ten (10) days and those two appraisers shall choose a third appraiser within an additional ten (10) days. Within thirty (30) days thereafter, the three appraisers shall meet, review all of the information available, visit the site, and issue an opinion as to the value of the Property and improvements thereon (and the value of offsite infrastructure improvements constructed by Purchaser), and issue a finding which finding shall be binding upon both parties. The finding must be supported by a majority of the appraisers and does not require unanimity.

(f) **Linear Park**. Purchaser shall fully perform its prior undertakings with City as set forth in the Parks Contribution Agreement relative to partially funding the design and construction by City of a linear park along the water's edge of the Overall Property for use by the public. City shall be responsible for maintaining the Linear Park except for easement areas granted to Purchaser for use and maintenance of storm water facilities and shared plaza space if constructed.

(g) **Restrictions on Sale**. Purchaser agrees that it shall not sell or convey title to the Property to any other person or entity (other than the City) prior to construction of the Facility without the City' prior written consent, which restriction shall be referenced in the Deed.

12. **Condemnation.** In the event that, prior to Closing, notice of any action, suit or proceeding shall be given for the purpose of condemning all or any portion of the Property, then Purchaser shall have the right to terminate its obligations under this Agreement within ten (10) days from

its receipt of such notice of condemnation proceeding, and upon such termination, the proceeds resulting from the condemnation shall be paid to City, and the Deposit shall promptly be returned to Purchaser and the parties shall have no further rights or obligations under this Agreement, except for Purchaser's indemnity obligations, which shall survive. In the event Purchaser elects not to terminate this Agreement, at Closing, the condemnation proceeds shall be assigned and belong to Purchaser.

13. **Default.** In the event that Purchaser defaults in its obligations under this Agreement, the City shall be entitled to all remedies available at law, in equity or under this Agreement. In the event that the City defaults in its obligations under this Agreement, Purchaser may, as its sole remedy, at its option: (a) seek reimbursement for all costs incurred in conjunction with its performance under this Agreement not to exceed $50,000.00; or (b) specifically enforce the terms and conditions of this Agreement, provided that Purchaser has fully performed all of its obligations under this Agreement. Purchaser shall not have the right to seek monetary damages from the City. The City shall not have the right to seek monetary damages from the Purchaser.

14. **Purchaser's Representations, Warranties And Covenants**. Purchaser represents, warrants and covenants to City as follows:

(a) **Due Organization**. Purchaser is a Michigan Municipal Corporation duly organized under the laws of the State of Michigan and has the power to enter into this Agreement and purchase the Property.

(b) **Power And Capacity**. Purchaser has the full power, capacity, authority and legal right to execute and deliver this Agreement and to perform its obligations under this Agreement.

(c) **Due Authorization**. This Agreement has been duly authorized, executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms. Prior to or at Closing, any and all documents required by this Agreement to be executed and delivered by Purchaser shall have been duly authorized, executed and delivered by Purchaser and all such documents shall contain legal, valid and binding obligations of Purchaser, enforceable in accordance with their terms.

15. **No Joint Venture.** No party is the agent, partner or joint venture partner of the other. No party has any obligation to the other except as specified in this Agreement.

16. **Non-Waiver.** The failure of a party to complain of any act or omission on the part of another party, no matter how long it may continue, shall not be deemed to be a waiver by any party to any of its rights hereunder except as expressly provided for in this Agreement. No waiver by any party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision. If any action by any party shall require the consent or approval of another party, the consent or approval of the action on any one occasion shall not be deemed a consent to or approval of that action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

17. **Third Party Rights.** No party other than City and Purchaser and their successors and assigns, shall have any right to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of City and Purchaser, and their respective successors or assigns, and not for the benefit of any other party.

18. **Time.** TIME IS OF THE ESSENCE OF AND ALL UNDERTAKINGS AND AGREEMENTS OF THE PARTIES HERETO.

19. **Notices.** Any notice to be given or served upon any party to this Agreement must be in writing and shall be deemed to have been given: (a) upon receipt in the event of personal service by actual delivery (including by telecopy or delivery service); (b) the first business day after posting if deposited in the United States mail with proper postage and dispatched by certified mail, return receipt requested; or (c) upon receipt if notice is given other than by personal service or by certified mail. All notices shall be given to the parties at the following addresses:

<u>If To City</u>:	City of Ypsilanti One South Huron Street Ypsilanti, Michigan 48197 Attn: Ralph Lange Fax No: (734) 483-7260
<u>With A Copy To</u>:	Joseph M. Fazio, Esq. Miller, Canfield, Paddock and Stone, P.L.C. 101 N. Main Street, 7th Floor Ann Arbor, Michigan 48104 Fax No: (734) 747-7147
<u>If To Purchaser</u>:	Washtenaw County Parks & Recreation Commission P.O. Box 8645 Ann Arbor, MI 48107-8645 Attn: Robert Tetens Fax No.: (734) 971-6386
<u>With A Copy To</u>:	Curtis Hedger Office of Corporation Counsel PO Box 8645 Ann Arbor, MI, 48107-8645

Any party to this Agreement may at any time change the address for notices to that party by giving notice in this manner.

20. **Days.** Whenever this Agreement requires that something be done within a specified period of days, that period shall (a) not include the day from which the period commences, (b) include the day upon which the period expires, (c) expire at 5:00 p.m. local time on the day upon which the period expires, and (d) unless otherwise specified in this Agreement, be construed to mean calendar days; provided, that if the final day of the period falls on a Saturday, Sunday or legal holiday, the period shall extend to the first business day thereafter.

21. **Severability.** If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained within the body of this Agreement.

22. **Entire Agreement.** This Agreement embodies the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded by and merged into this Agreement. Neither this Agreement nor any of its provisions may be waived, modified or

amended except by an instrument in writing signed by the party against which enforcement is sought, and then only to the extent set forth in that instrument.

23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the provisions of the laws of the State of Michigan.

24. **Captions.** Captions to paragraphs and sections of this Agreement have been included solely for the sake of convenient reference and are entirely without substantive effect.

25. **Successors And Assigns.** Purchaser shall not assign this Agreement without City's prior written consent. This Agreement shall be binding upon, and its benefits shall inure to, the parties hereto and their respective heirs, personal representatives, successors and assigns.

26. **Facsimile Signatures; Counterparts**. A facsimile of an original signature to this Agreement shall be deemed an original signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

27. **Offer Period**. This offer shall not be withdrawn by Purchaser for a period of ten (10) days from the date that a copy of this Agreement is signed by Purchaser and has been provided to City. The undersigned parties acknowledge and agree that this Agreement shall not be binding on either party until the Ypsilanti City Council has approved this Agreement pursuant to public meeting and corresponding resolution and this Agreement has been signed by the Mayor of City of Ypsilanti and any other parties required by City Council or other applicable ordinances, laws, and the Charter of City of Ypsilanti, and further approved by the Washtenaw County Parks and Recreation Commission and, if applicable, the Washtenaw County Board of Commissioners.

28. **No Brokers**. The undersigned parties acknowledge that no brokers are involved in connection with this transaction and that no commission shall be paid.

THIS AGREEMENT has been executed by the parties hereto on the date set forth above.

"PURCHASER"
Washtenaw County,
a Michigan Municipal Corporation
by the Washtenaw County Parks & Recreation Commission

By:__________________________________
Robert Tetens
Its: Director

Dated: _____________________

Approved by:

____
Curtis Hedger
Its: Corporation Counsel

STATE OF MICHIGAN
WASHTENAW COUNTY

Acknowledged before me in Washtenaw County, Michigan on __________, 2014 by Robert Tetens, Director of and on behalf of the Washtenaw County Parks and Recreation Commission and Washtenaw County.

____
__________________, Notary Public
_______________County, Michigan
Acting in _______________County
Commission Expires:_______________

"CITY"

CITY OF YPSILANTI,
a Michigan municipal corporation

By:__________________________________

Its: Mayor

And

By:__________________________________

Its: ________________________________
Dated: ____________________ ("Effective Date")

STATE OF MICHIGAN
WASHTENAW COUNTY

Acknowledged before me in Washtenaw County, Michigan on ___________, 2014 by ___________, Mayor of and on behalf of the City of Ypsilanti.

____
____________________, Notary Public
_________________County, Michigan
Acting in _________________County
Commission Expires:_________________

<u>EXHIBITS</u>

A	-	Depiction of Property: 4.1 acre parcel
B	-	Diagram of Overall Property: Water Street Redevelopment Project
C-1	-	Facility Description: Recreation Center
C-2	-	Offsite Infrastructure Improvements
D	-	Preliminary Project Schedule

EXHIBIT A

DEPICTION OF 4.1 ACRE PARCEL (PER YELLOW LINE)

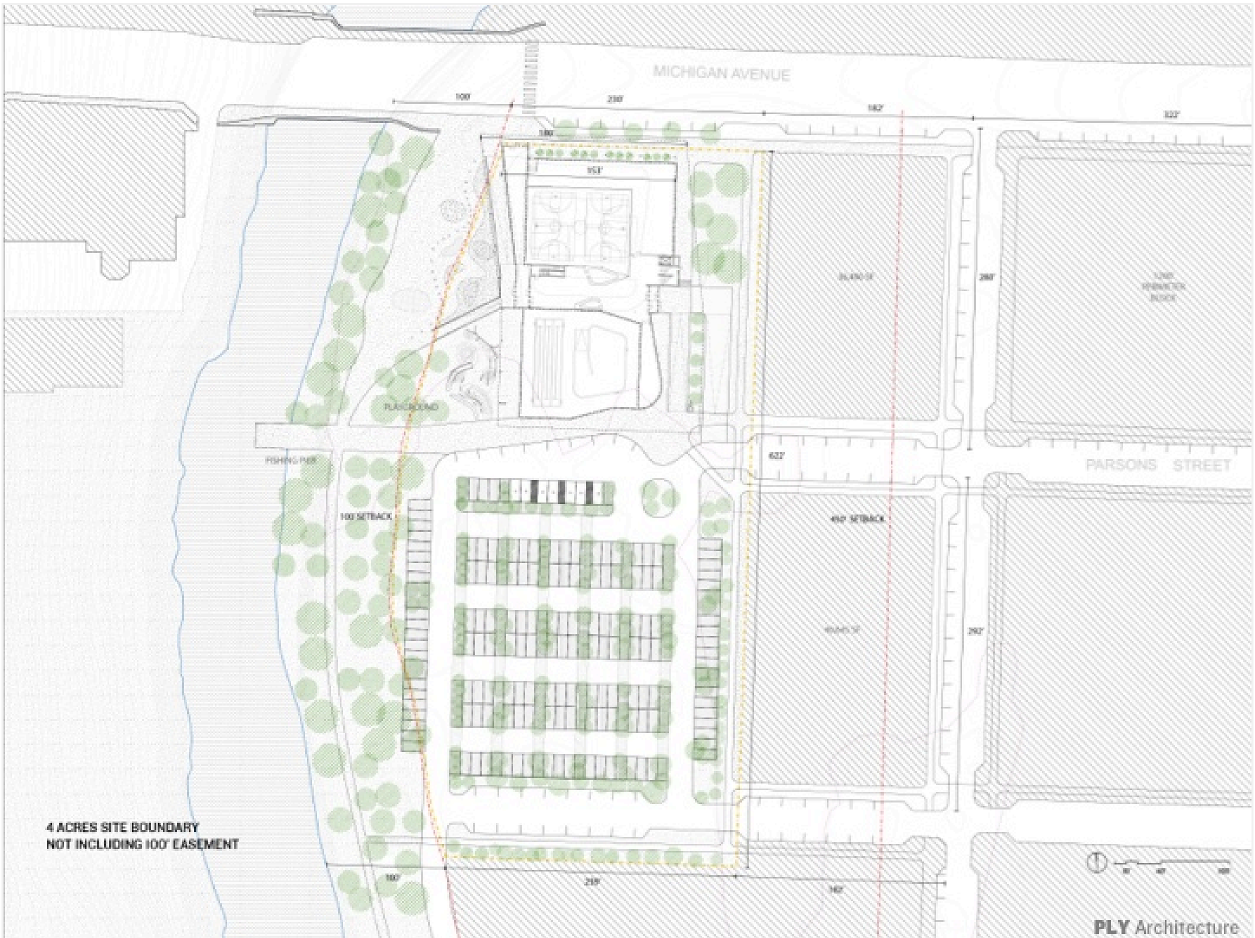


EXHIBIT B

DIAGRAM OF THE OVERALL PROPERTY

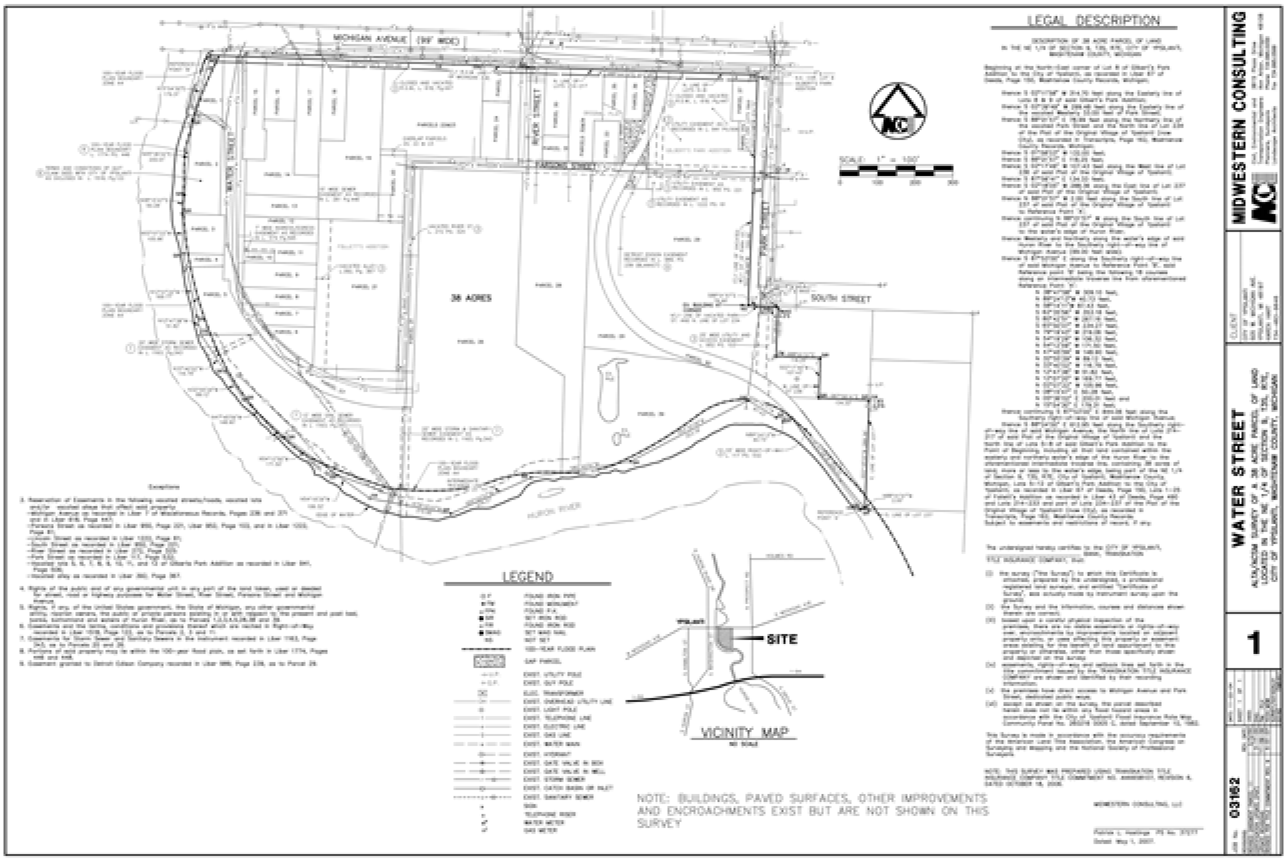


EXHIBIT C1

CONCPET PLAN FOR BUILDING AND SITE LAYOUT WITHIN 4.1 ACRE PARCEL (yellow line)

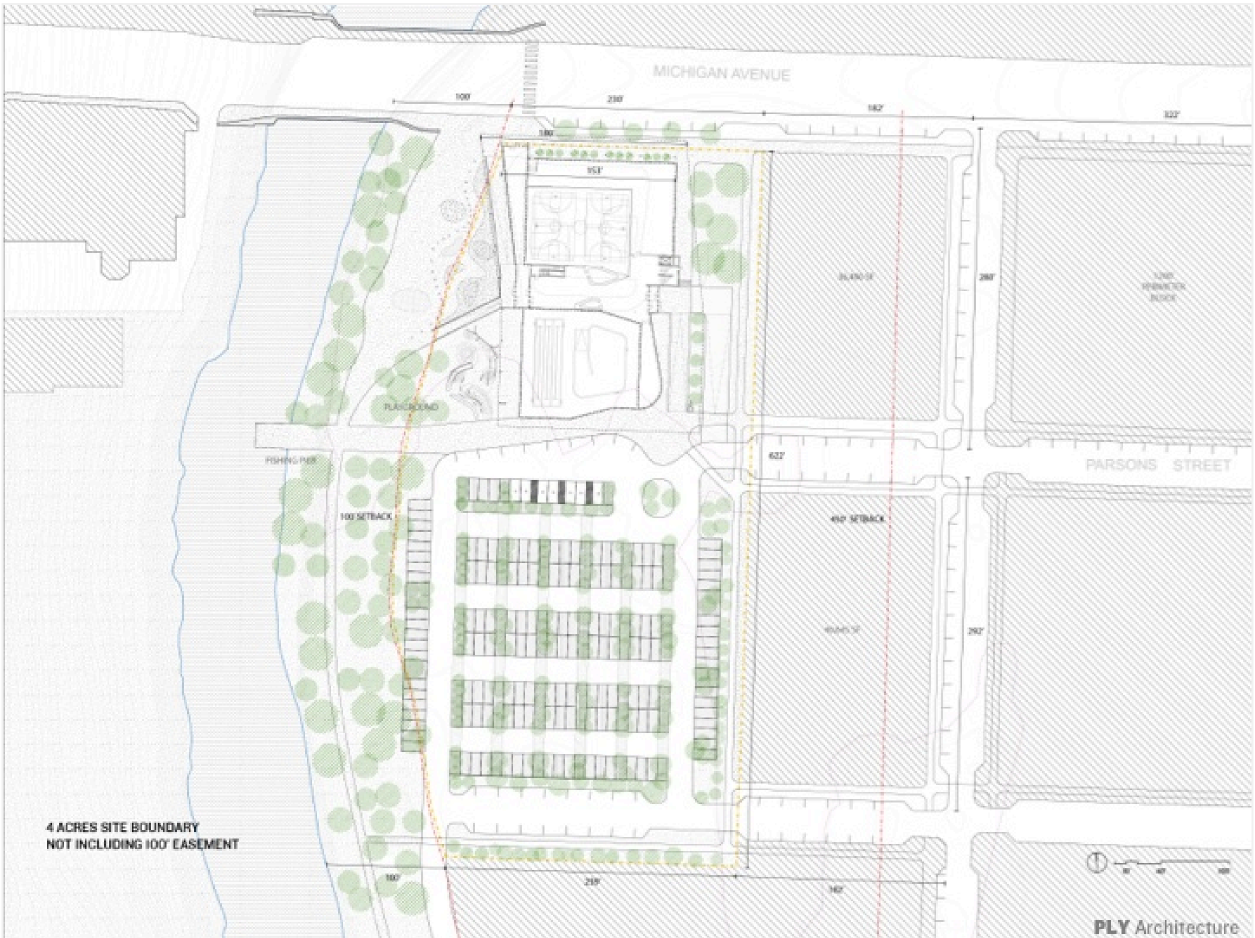


EXHIBIT C2 –OFF SITE INFRASTRUCTURE

OPTION A

Build segment of "New" Water Street and segment of Parsons connecting the facility to Michigan Ave

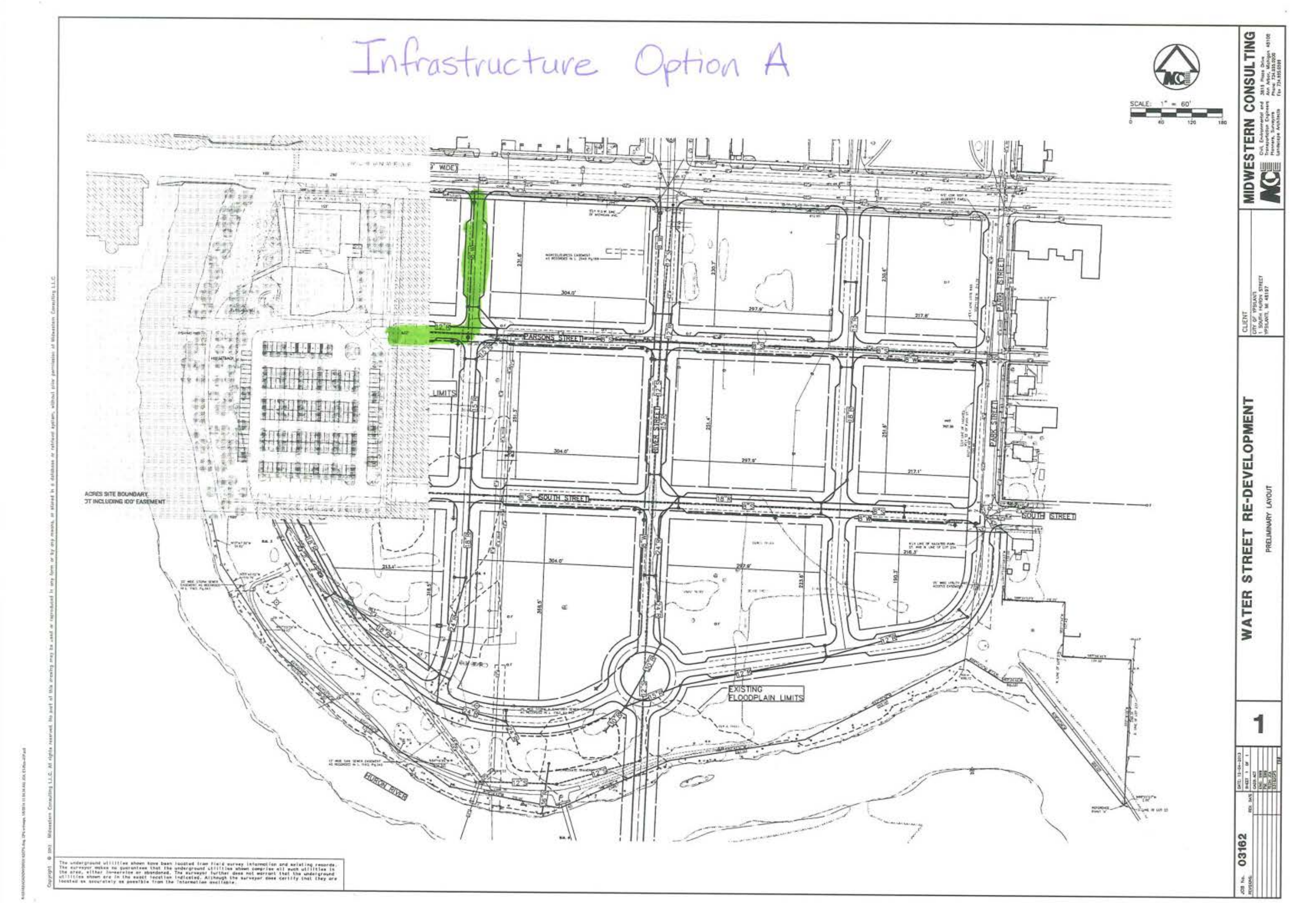
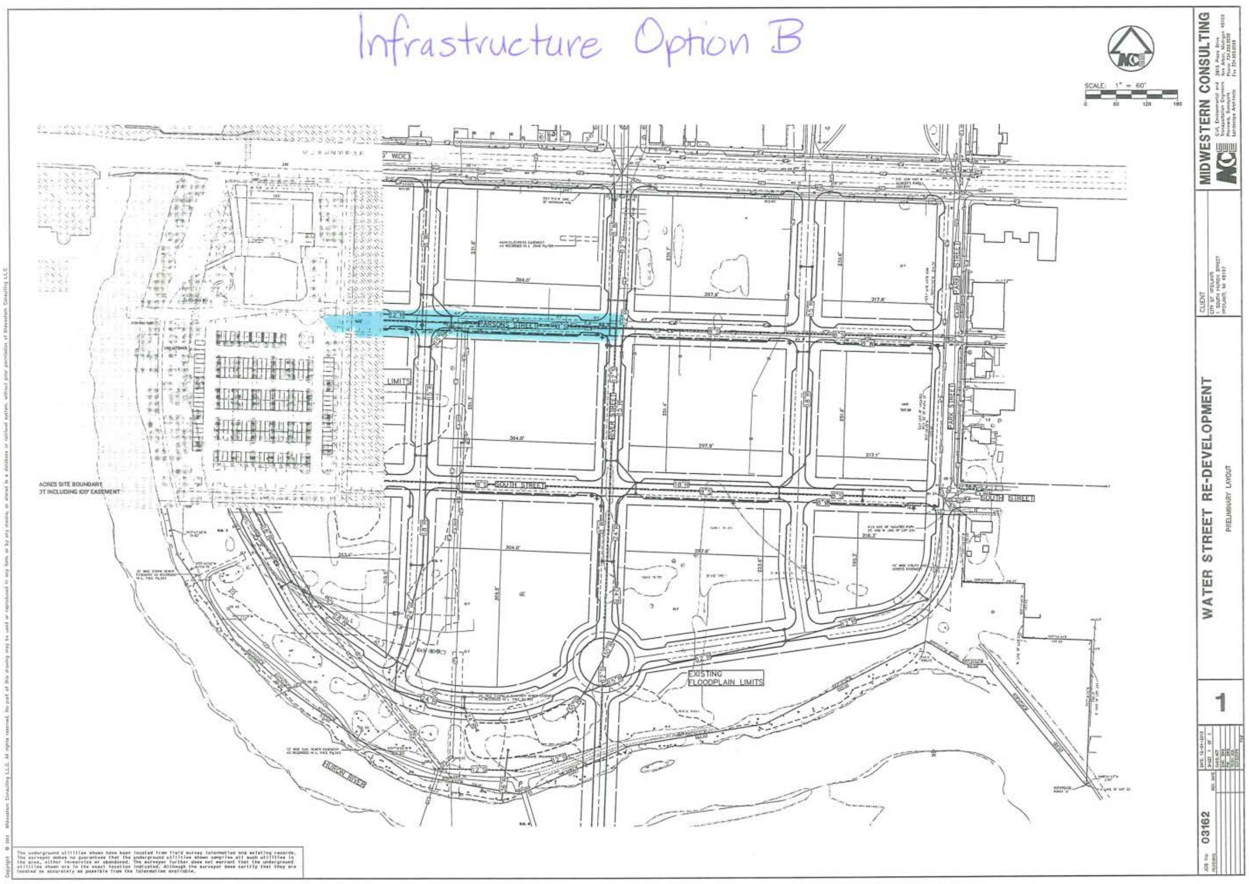


EXHIBIT C2 –OFF SITE INFRASTRUCTURE

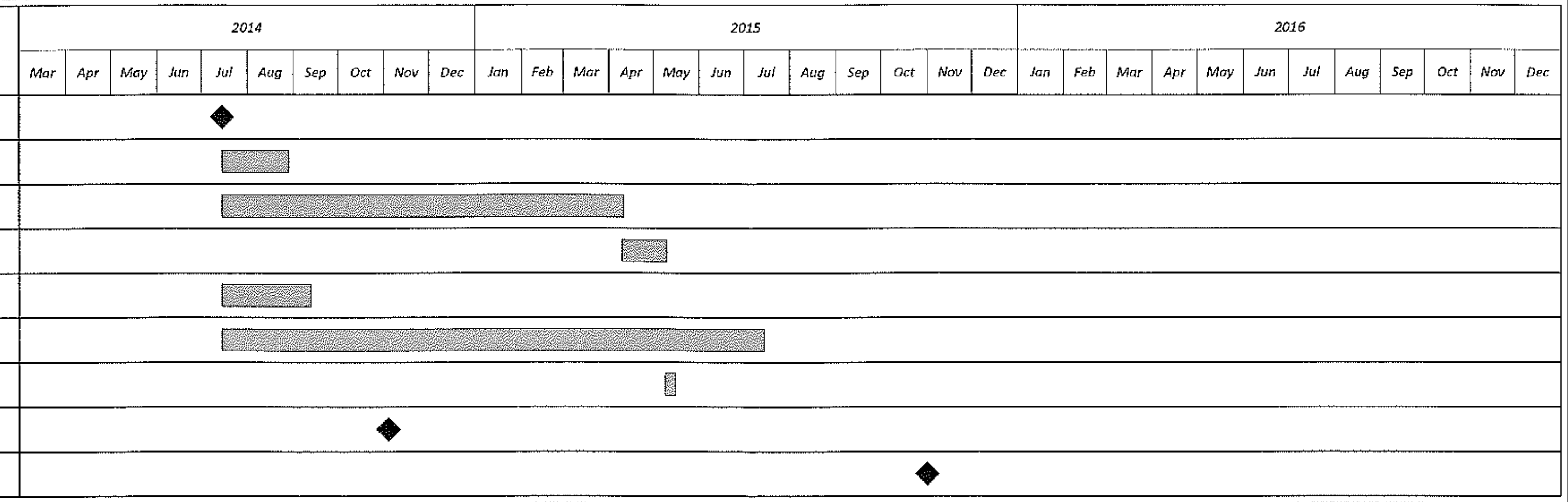
OPTION B

Extend Parsons from proposed building site to River Street, contingent on River Street infrastructure to be built due to other development on site.



East Side Recreation Center (ERC)
2014 - 2016

ID	Task Name	Start	Finish	Duration
1	Execute Purchase Agreement	7/15/2014	7/15/2014	0d
2	Title Work and Survey	7/15/2014	8/28/2014	45d
3	*Due Diligence and Governmental Approvals	7/15/2014	4/10/2015	270d
4	Closing on Property	4/10/2015	5/9/2015	30d
5	Issuance of RFP for Architectural Services	7/15/2014	9/12/2014	60d
6	Design Development	7/15/2014	7/14/2015	365d
7	Recording of Restrictive Covenant	5/9/2015	5/15/2015	7d
8	Millage renewal	11/4/2014	11/4/2014	0d
9	Begin construction	11/1/2015	11/1/2015	0d



* If necessary, City shall grant up to 4 extension periods of 60 days each

Resolution No. 2014-156

July 8, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing for Purchase agreement with Washtenaw County Parks and Recreation (WCPARC) to purchase 4.1 acres for the East-Side Recreation Center be officially closed.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION
July 8, 2014

From: Teresa Gillotti, Community and Economic Development Director

Subject: Birdscolors LLC application for OPRA tax exemption at 6-12 S. Washington

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SUMMARY & BACKGROUND:
Birdscolors, LLC purchased 6-12 S. Washington (former Elbow Room) in the fall of 2012 with the intent of rehabilitating the upper stories into finished residential units, while converting the first floor space to a restaurant. Portions of the building

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 properties at the 2014 taxable value for improvements, approximately $17,480. Investment and improvements to the properties would not be taxed during the lifetime of the abatement and would bring an estimated value to the applicant of $117,233.

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. Project construction is expected to start first on the upper story units, followed by work on the restaurant. The applicant is requesting to have 3 years to finish both phases of the project.

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 June 19, 2014 meeting and have provided a resolution of unanimous support for the project, and is not seeking reimbursement for lost revenue.

City Review
The City review team met on June 2, 2014. The review team consisted of Aaron Powers and from WCA Assessing, Teresa Gillotti, Community and Economic Development, and Tim Colbeck from the DDA. The team reviewed the proformas 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.

The returns on investment are modest and do not show a significant uptick during the 12 years, so staff is recommending the full 12 year abatement.

RECOMMENDED ACTION: Approval of OPRA tax exemption for 12 years (2015 to 2026)

ATTACHMENTS: Birdscolors, LLC OPRA application and supporting materials

OPRA Review sheet
Assessor's Affidavit of Obsolescence
Assessor's estimate
DDA resolution of support
Resolution 2014-_____, Approve Birdscolors, LLC OPRA application
DDA District-wide OPRA District approval and map

CITY MANAGER APPROVAL: _________________________ COUNCIL AGENDA DATE: __________

CITY MANAGER COMMENTS: ___________________________

FISCAL SERVICES DIRECTOR APPROVAL: _______________________________________

Resolution No. 2014 -157
July 8, 2014

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 #11-11-39-102-016 and parcel #11-11-39-102-017 (6-12 S. Washington 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 parcel at 6 and 12 S. Washington Street have been certified functionally obsolete by the City Assessor per P.A. 146 in September 2013; 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, Birdscolors, 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, Birdscolors, 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, and functionally obsolete structure into first floor commercial space, and upper story residential; 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 June 2, 2013 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 July 8, 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 #11-11-39-102-016 and parcel #11-11-39-102-017 (6-12 S. Washington St.) pursuant to the provisions of PA 146 of 2000, as amended, subject to completion of the renovations by within three years of final approval of exemption certificates by the State Tax Commission, and to the taxes on the property being paid on time.

OFFERED BY:____

SUPPORTED BY:____

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

Application for Obsolete Property Rehabilitation Exemption Certificate

This form is issued as provided by Public Act 146 of 2000, as amended. This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the original and two copies of this form and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) Please see State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

Applicant (Company) Name (applicant must be the OWNER of the facility) Birdscolors LLC		
Company Mailing address (No. and street, P.O. Box, City, State, ZIP Code) 4631 Midway Drive, Ann Arbor MI 48103		
Location of obsolete facility (No. and street, City, State, ZIP Code) 6-12 S. Washington, Ypsilanti MI 48197		
City, Township, Village (indicate which) City of Ypsilanti	County Washtenaw County	
Date of Commencement of Rehabilitation (mm/dd/yyyy) demolition: 11/15/2013	Planned date of Completion of Rehabilitation (mm/dd/yyyy) 12/01/2016	School District where facility is located (include school code) Ypsilanti
Estimated Cost of Rehabilitation 500,000	Number of years exemption requested 12	Attach Legal description of Obsolete Property on separate sheet

Expected project likelihood (check all that apply):

- [x] Increase Commercial activity
- [ ] Retain employment
- [x] Revitalize urban areas
- [x] Create employment
- [ ] Prevent a loss of employment
- [x] Increase number of residents in the community in which the facility is situated

Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment _____

Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the following box if you wish to be considered for this exclusion. [x]

APPLICANT'S CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (no authorized agents) Marcela Rubio-Orozco	Telephone Number 734-276-9526	Fax Number
Mailing Address 4631 Midway Drive, Ann Arbor MI 48103		Email Address rubiom@gmail.com
Signature of Company Officer (no authorized agents)		Title owner

LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

The Clerk must also complete Parts 1, 2 and 4 on Page 2. Part 3 is to be completed by the Assessor.

Signature	Date application received

FOR STATE TAX COMMISSION USE		
Application Number	Date Received	LUCI Code

LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and Instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.

PART 1: ACTION TAKEN

Action Date:__________________________________

☐ Exemption Approved for __________ Years, ending December 30, __________ (not to exceed 12 years)

☐ Denied

Date District Established	LUCI Code	School Code

PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)

A statement that the local unit is a Qualified Local Governmental Unit.

A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.

A statement indicating whether 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) exceeds 5% of the total taxable value of the unit.

A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.

A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.

A statement that the applicant is not delinquent in any taxes related to the facility.

If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.

A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.

A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.

A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.

A statement that 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 a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.

A statement that 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, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.

A statement that the rehabilitation includes improvements aggregating 10% or more 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.

A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.

PART 3: ASSESSOR RECOMMENDATIONS

Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31st of the year approved by the STC).

	Taxable Value	State Equalized Value (SEV)
Building(s)		

Name of Governmental Unit	Date of Action on application	Date of Statement of Obsolescence

PART 4: CLERK CERTIFICATION

The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

Name of Clerk	Clerk Signature		Date	
Clerk's Mailing Address	City		State	ZIP Code
	Telephone Number	Fax Number	Email Address	

Mail completed application and attachments to: Michigan Department of Treasury
State Tax Commission
P.O. Box 30471
Lansing, Michigan 48909-7971

If you have any questions, call (517) 373-2408.

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.

Application for Obsolete Property Rehabilitation Exemption Certificate
Birdscolors LLC
6-12 S. Washington

a) General Description of Facility

The plan is to renovate 6-12 S. Washington in Ypsilanti. This building is located in the historic district of the City of Ypsilanti. The two-story and approximately 6,000 square foot building has been out of use for the past three years. Most recently, the first floor of the building was used as a dive bar with live music entertainment, while the second floor was left vacant. The second story has suffered considerable fire damage. Previously, this building was two separate buildings that were joined. We are unsure of the year the buildings were built, however, we do know that a significant renovation occurred in 1951. We believe it was during this renovation that the building's façade was updated to its current look.

b) General Description of Proposed Use

Our goal is to convert the second floor of the building into two apartments: a three-bedroom and a two-bedroom. The first floor would be renovated to create a space for a restaurant/bar establishment with seating for about 80 people.

c) Description of the general nature and extent of rehabilitation

This building has suffered from a significant amount of neglect. We plan on gutting the place, and updating the electrical, the hvac, and the plumbing as well as replacing the roof, and adding a sprinkler system. In order to allow access to the apartments from the front of the building we will also move a staircase. In the downstairs, we will also move the bathrooms. We hope to restore the façade, and possibly create a storefront if resources allow it, and if the historical committee approves it.

d) List of fixed building equipment that will be part of the rehabilitation

We plan to update the hvac system of the building, and add a sprinkler system. We plan to keep the current bar that is in the space.

e) Time schedule

We will be working in phases for this remodel. We will gut-out the first and second floors of the building, and remodel the second floor in the initial phase. We expect to begin this phase of the project by the summer of 2014. Due to limited funds, we will not be completing the downstairs remodel initially, but plan to complete it within the next three years, hopefully sooner.

f) Economic advantages from exemption

This exemption will create an economic advantage by creating a draw to the downtown Ypsilanti area with the addition of residential quarters and eventually of a restaurant/bar venue. The living space created will add to the foot traffic in the area, which will further enhance the vibrancy of the downtown area. Furthermore, by creating a restaurant venue, we will be creating jobs in the historical district of Ypsilanti. In order to feasibly make these improvements we will need the assistance of the OPRA exemption. As the attached pro-forma statement demonstrates, the exemption will allow for the cashflow needed, to service the debt required to undertake the rehabiliation of the building, and possibly extend the amount of improvements.

City of Ypsilanti
Pride. Diversity. Heritage.

City of Ypsilanti

Planning & Development Department

AFFIDAVIT OF DOUGLAS SHAW

STATE OF MICHIGAN)
) SS:
COUNTY OF WASHTENAW)

Douglas Shaw, being sworn, says:

1. I have personal knowledge of the facts stated in this affidavit and, if sworn, as a witness, I am competent to testify hereto.

2. I am the City Assessor, Level III, for the City of Ypsilanti in the State of Michigan.

3. I have inspected the specific property located at 6 and 12 S. Washington. The Property suffers from severe physical depreciation and is currently vacant.

4. On the basis of my physical inspection of the specific aforementioned property, I have determined that this property is "functionally obsolete" and is unable to be used to perform as intended due to extreme structural damage and deficiencies and inadequacies in design and construction.

Douglas Shaw

Subscribed and sworn to before me
This 23 day of ~~Sep,~~ September 2013

Notary Public, ~~Washtenaw~~ Wayne County, MI
My commission expires:
Acting in ~~Washtenaw~~ Wayne County, Michigan

LYNETTE HOBYAK
Notary Public, State of Michigan
County of Wayne
My Commission Expires Jan. 06, 2016
Acting in the County of Wayne

One South Huron Street
Ypsilanti, MI 48197
Tel (734) 483-9646
Fax (734) 483-7260
www.CityofYpsilanti.com

Obsolete Property Rehabilitation Act (OPRA) (PA 146) Tax Exemption
Application Review Worksheet

Property Address 6-12 S. Washington Street Date 6-2-2014

Business/ Applicant name Birdscolors, LLC

Is the applicant current on tax payments?	Both parcels are up to date on tax payments as confirmed with City and County treasurer – 6-2-2014.
Is the property a commercial property or a commercial housing property?	The property is commercial – the downstairs will be part of phase II build-out into a restaurant. Two residential units will be added on the second floor. The parcels are zoned B-3, Central business district.
Does the property meet the definition of "blighted" or "functionally obsolete" as defined by the Brownfield Redevelopment Financing Act of 1996? Briefly explain.	Affidavit verifying obsolescence granted in Sept. 2013
Is the company a new economy business or an innovative business model? Is it a green technology? Describe.	Birdcolors, LLC intended reuse will be restaurant and two upper story residential units. It will provide green redevelopment as it will be adaptive reuse of existing historic buildings. No expected new economy businesses.
Number or percentage of jobs created by project for resident of Ypsilanti? (includes contractors and sub contractors)	(waiting on applicant)
What salaries are being offered to employees? (living wage or better?) 2010 – Living wage is $12.75 /hour without health insurance and $10.88/ hour with health	(waiting on applicant)

insurance	
Are there opportunities for advancement, and/ or training opportunities available to employees? Describe or List	N/A
(Historic District Only)Has the project been approved by Historic District Commission? Date of approval? (please note any conditions of approval)	The owners
Has a Certificate of Occupancy been obtained? What was the date granted?	Certificate of Occupancy expected upon completion of improvements for both restaurant and residential spaces.
List reasons given by applicant that Tax Abatement is necessary for project to occur.	From applicant letter: “The exemption will create an economic advantage by creating a draw to the downtown Ypsilanti area with the addition of residential quarters and eventually of the restaurant/bar venue. The living space created will add to the foot traffic in the area, which will further enhance the vibrancy of the downtown area. Furthermore, by creating a restaurant venue, we will be creating jobs in the historical district of Ypsilanti. In order to feasibly make these improvements we will need the assistance of the OPRA exemption. As the attached pro-forma statement demonstrates, the exemption will allow for the cash flow needed to service the debt required to undertake the rehabilitation of the buildings, and possibly extend the amount of improvements.

June 19, 2014
2014-21

DOWNTOWN DEVELOPMENT AUTHORITY
RESOLUTION OF SUPPORT FOR AN OBSOLETE PROPERTY REHABILITATION ACT (OPRA) CERTIFICATE APPLICATION FOR 6-12 S. WASHINGTON ST. (FORMER ELBOW ROOM)

The following preamble and resolution were offered by Member K. Hill and supported by Member L. Greden.

WHEREAS, 6-12 S. Washington is a currently vacant property located in the Downtown District of the Ypsilanti DDA; and

WHEREAS, Birdscolors LLC has been formed with the mission of redeveloping the vacant Elbow Room properties; and

WHEREAS, the Birdscolors LLC is requesting that the City approve an OPRA certificate to support the proposed redevelopment of the property; and

WHEREAS, 6-12 S. Washington is located within the pre-approved OPRA District; and

WHEREAS, the applicant has made the case that the OPRA designation is required to make the project financially achievable; and

WHEREAS, granting an OPRA to 6-12 S. Washington will result in a freeze of taxable value at its 2014 assessed rate for 12 years; and

WHEREAS, the YDDA will not request the City reimburse the DDA for lost TIF revenues if the OPRA is approved;

NOW, THEREFORE, BE IT RESOLVED THAT

1. the Ypsilanti DDA supports the granting of an Obsolete Property Rehabilitation Act (OPRA) exemption certificate for 6-12 S. Washington to assist with the complete restoration of the property and return to active use.

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

AYES: J. Dauphine, A. Edmonds, J. French, A. Gainsley, L. Greden, K. Hill, R. Savvides, P. Schreiber, R. Smith, and M. Teachout

NAYS: none

ABSTAINED: none

YES:10 NO: 0 ABSENT: 1 VOTE: affirmed

12 Year Projection

Project Name: **Birdscolors**
Project Address: **6-12 S. Washington**

Income Adjuster: 2.25% Expense Adjuster: 3.00%

WITH OPRA EXEMPTION												
Income:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
Gross Effective Income	*$ 23,994*	*$ 24,534*	*$ 55,218*	*$ 56,460*	*$ 57,730*	*$ 59,029*	*$ 60,357*	*$ 61,715*	*$ 63,104*	*$ 64,524*	*$ 65,976*	*$ 67,460*
Expenses:												
Administrative	$ 900	$ 927	$ 955	$ 984	$ 1,014	$ 1,044	$ 1,075	$ 1,107	$ 1,140	$ 1,174	$ 1,209	$ 1,245
Maintenance	$ 2,200	$ 2,266	$ 3,134	$ 3,228	$ 3,325	$ 3,425	$ 3,528	$ 3,634	$ 3,743	$ 3,855	$ 3,971	$ 4,090
Operating	$ 2,150	$ 2,215	$ 6,281	$ 6,469	$ 6,663	$ 6,863	$ 7,069	$ 7,281	$ 7,499	$ 7,724	$ 7,956	$ 8,195
Taxes & Insurance	$ 7,200	$ 7,416	$ 8,368	$ 8,619	$ 8,878	$ 9,144	$ 9,418	$ 9,701	$ 9,992	$ 10,292	$ 10,601	$ 10,919
Total Expense:	***$ 12,450***	***$ 12,824***	***$ 18,738***	***$ 19,300***	***$ 19,880***	***$ 20,476***	***$ 21,090***	***$ 21,723***	***$ 22,374***	***$ 23,045***	***$ 23,737***	***$ 24,449***
NOI (w/o Res & Debt Svc)	$ 11,544	$ 11,710	$ 36,480	$ 37,160	$ 37,850	$ 38,553	$ 39,267	$ 39,992	$ 40,730	$ 41,479	$ 42,239	$ 43,011
Replacement & Op Reserves	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200
Debt Service*	$0	$0	$27,372	$27,372	$27,372	$27,372	$27,372	$27,372	$27,372	$27,372	$27,372	$27,372
Cashflow After Debt Svc:	***$9,344***	***$9,510***	***$6,908***	***$7,588***	***$8,278***	***$8,981***	***$9,695***	***$10,420***	***$11,158***	***$11,907***	***$12,667***	***$13,439***

WITHOUT OPRA EXEMPTION												
Income:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
Gross Effective Income	*$ 23,994*	*$ 24,534*	*$ 55,218*	*$ 56,460*	*$ 57,730*	*$ 59,029*	*$ 60,357*	*$ 61,715*	*$ 63,104*	*$ 64,524*	*$ 65,976*	*$ 67,460*
Expenses:												
Administrative	$ 900	$ 927	$ 955	$ 984	$ 1,014	$ 1,044	$ 1,075	$ 1,107	$ 1,140	$ 1,174	$ 1,209	$ 1,245
Maintenance	$ 2,200	$ 2,266	$ 3,134	$ 3,228	$ 3,325	$ 3,425	$ 3,528	$ 3,634	$ 3,743	$ 3,855	$ 3,971	$ 4,090
Operating	$ 2,150	$ 2,215	$ 6,281	$ 6,469	$ 6,663	$ 6,863	$ 7,069	$ 7,281	$ 7,499	$ 7,724	$ 7,956	$ 8,195
Taxes & Insurance	$ 7,200	$ 11,934	$ 12,821	$ 22,260	$ 22,927	$ 23,614	$ 24,323	$ 25,052	$ 25,804	$ 26,578	$ 27,375	$ 28,196
Total Expense:	***$ 12,450***	***$ 17,342***	***$ 23,191***	***$ 32,941***	***$ 33,929***	***$ 34,946***	***$ 35,995***	***$ 37,074***	***$ 38,186***	***$ 39,331***	***$ 40,511***	***$ 41,726***
NOI (w/o Res & Debt Svc)	$ 11,544	$ 7,192	$ 32,027	$ 23,519	$ 23,801	$ 24,083	$ 24,362	$ 24,641	$ 24,918	$ 25,193	$ 25,465	$ 25,734
Replacement & Op Reserves	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200
Debt Service*	$0	$0	$27,372	$27,372	$27,372	$27,372	$27,372	$27,372	$27,372	$27,372	$27,372	$27,372
Cashflow After Debt Svc:	***$9,344***	***$4,992***	***$2,456***	***($6,052)***	***($5,771)***	***($5,489)***	***($5,209)***	***($4,931)***	***($4,653)***	***($4,378)***	***($4,107)***	***($3,838)***

*Phase 1 of rehabiliation will not be financed through outside sources.

Resolution No. 2014-158
July 8, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing for the "6 and 12 S. Washington OPRA" be officially closed.

OFFERED BY: ______________________________

SUPPORTED BY: ______________________________

YES: NO: ABSENT: VOTE:

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

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Ypsilanti, MI 48197
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www.barrlawfirm.com
e-mail: jbarr@barrlawfirm.com

John M. Barr
Karl A. Barr
Daniel J. DuChene

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

REQUEST FOR LEGISLATION

DATE: June 3, 2014

FROM: Jesse O'Jack, Assistant Ypsilanti City Attorney

SUBJECT: Adoption of ordinance prohibiting motor vehicles and motorcycles from being operated without insurance

SUMMARY/BACKGROUND

The City of Ypsilanti has adopted by reference and enforces both the Michigan Vehicle Code and the Uniform Traffic Code. State law regarding the prohibition against operating motor vehicles and motorcycles without insurance are found in MCL 500.3101, MCL 500.3102, and MCL 500.3103. These provisions are not within the Michigan Vehicle Code and, therefore, were not adopted by the City when the City Adopted that Code by reference. This ordinance adds these prohibitions to the City Code so that the Ypsilanti Police Department officers can write these violations under City Code rather than under State law.

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:

The City of Ypsilanti

Ordinance No. 1225

AN ORDINANCE TO AMEND CHAPTER 102 "TRAFFIC AND VEHICLES" OF THE YPSILANTI CITY CODE, BY ADDING ARTICLE V "MOTOR VEHICLE AND MOTORCYCLE INSURANCE REQUIRED", INCLUDING SECTION 102-225 SETTING FORTH DEFINITIONS AND SECTION 102-226 MAKING IT A VIOLATION TO OPERATE OR PERMIT THE OPERATION OF A MOTOR VEHICLE OR MOTORCYCLE WITHOUT THE INSURANCE REQUIRED BY STATE LAW, CREATION OF A PRESUMPTION, AND SETTING FORTH THE PENALTIES.

THE CITY OF YPSILANTI HEREBY ORDAINS:

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

That Chapter 102 of the Code of Ordinances, City of Ypsilanti, Michigan, entitled "Traffic and Vehicles," is hereby amended by adding Article V "Motor vehicle and motorcycle insurance required", which Article reads as follows:

Article V. -Motor vehicle and motorcycle insurance required.

Sec. 102-225. Definitions.

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

Automobile insurance means that term as defined in MCL 500.2102.

Highway means that term as defined in MCL 257.20.

Motorcycle means a vehicle having a saddle or seat for the use of the rider, designed to travel on not more than 3 wheels in contact with the ground, which is equipped with a motor that exceeds 50 cubic centimeters piston displacement. The wheels on any attachment to the vehicle shall not be considered as wheels in contact with the ground. Motorcycle does not include a moped, as defined in MCL 257.32b. Motorcycle does not include an ORV.

Motor vehicle means a vehicle, including a trailer, operated or designed for operation upon a public highway by power other than muscular power which has more than 2 wheels. Motor vehicle does not include a motorcycle or a moped, as defined in MCL 257.32b. Motor vehicle does not include a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan vehicle code pursuant to MCL 257.216. Motor vehicle does not include an ORV.

Owner means any of the following:

(a) A person renting a motor vehicle or having the use thereof, under a lease or otherwise, for a period that is greater than 30 days.

(b) A person who holds the legal title to a vehicle, other than a person engaged in the business of leasing motor vehicles who is the lessor of a motor vehicle pursuant to a lease providing for the use of the motor vehicle by the lessee for a period that is greater than 30 days.

(c) A person who has the immediate right of possession of a motor vehicle under an installment sale contract.

Registrant does not include a person engaged in the business of leasing motor vehicles who is the lessor of a motor vehicle pursuant to a lease providing for the use of the motor vehicle by the lessee for a period that is greater than 30 days.

Sec. 102-226. Operating or permitting a motor vehicle or motorcycle to be operated without insurance prohibited; presumption; penalty.

(a) An owner or registrant of a motor vehicle or motorcycle with respect to which security is required by MCL 500.3101, MCL 500.3102, or MCL 500.3103, may not operate the motor vehicle or motorcycle or permit it to be operated upon a public highway in the City of Ypsilanti, without having in full force and effect security complying with those sections.

(b) A person may not operate a motor vehicle or motorcycle upon a public highway in the City of Ypsilanti with the knowledge that the owner or registrant does not have security in full force and effect as required by MCL 500.3101, MCL 500.3102, or MCL 500.3103 for that motor vehicle or motorcycle.

(c) The failure of a person to produce evidence that a motor vehicle or motorcycle has in full force and effect security complying with MCL 500.3101, MCL 500.3102, or MCL 500.3103 on the date of the issuance of the citation, creates a rebuttable presumption in a prosecution that the motor vehicle or motorcycle did not have in full force and effect security complying with those sections on the date of the issuance of the citation.

(d) A person who violates any provision of this section is guilty of misdemeanor, punishable by a fine of not less than $200.00 nor more than $500 or by imprisonment for not more than 90 days or both.

Section 2. Severability.

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

Section 3. Repeal.

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

Section 4. Savings Clause.

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

Section 5. Copies to be available.

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

Section 6. Publication and Effective Date.

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

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS ____ DAY OF _________, 2014.

____
Paul Schreiber, Mayor

____
Frances McMullan, City Clerk

Attest

I do hereby confirm that the above Ordinance No. 1225 was published in the Washtenaw Now (formerly Ypsilanti Courier) on the ___ day of ____________, 2014.

____
Frances McMullan, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting of the City Council held on the ___ day of _________, 2014.

____
Frances McMullan, City Clerk

Notice Published June 11, 2014

First Reading July 8, 2014

Second Reading ________________________

Published ______________________________

Effective Date __________________________

Resolution No. 2014-159

July 8, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "AN ORDINANCE TO AMEND CHAPTER 102 "TRAFFIC AND VEHICLES" OF THE YPSILANTI CITY CODE, BY ADDING ARTICLE V "MOTOR VEHICLE AND MOTORCYCLE INSURANCE REQUIRED", INCLUDING SECTION 102-225 SETTING FORTH DEFINITIONS AND SECTION 102-226 MAKING IT A VIOLATION TO OPERATE OR PERMIT THE OPERATION OF A MOTOR VEHICLE OR MOTORCYCLE WITHOUT THE INSURANCE REQUIRED BY STATE LAW, CREATION OF A PRESUMPTION, AND SETTING FORTH THE PENALTIES" be approved on First Reading.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

Resolution No. 2014-160

July 8, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing for an ordinance entitled "AN ORDINANCE TO AMEND CHAPTER 102 "TRAFFIC AND VEHICLES" OF THE YPSILANTI CITY CODE, BY ADDING ARTICLE V "MOTOR VEHICLE AND MOTORCYCLE INSURANCE REQUIRED", INCLUDING SECTION 102-225 SETTING FORTH DEFINITIONS AND SECTION 102-226 MAKING IT A VIOLATION TO OPERATE OR PERMIT THE OPERATION OF A MOTOR VEHICLE OR MOTORCYCLE WITHOUT THE INSURANCE REQUIRED BY STATE LAW, CREATION OF A PRESUMPTION, AND SETTING FORTH THE PENALTIES" be officially closed.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

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

105 Pearl Street
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e-mail: jhealy@barrlawfirm.com

John M. Barr
Karl A. Barr
Daniel J. DuChene

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

REQUEST FOR LEGISLATION

DATE: July 3, 2014

FROM: Teresa Gillotti, Community Development Director;
John M. Barr, City Attorney

SUBJECT: Alley vacation between Ninde and River streets

SUMMARY/BACKGROUND

The proposed ordinance would vacate any interest the City may have in a purported alley that runs east to west between Ninde and River streets behind 46-50 and 52-56 E. Cross Street. This stretch of land is 130 feet long and 14 feet wide, and does not behave physically as an alley but has been treated as if it were private property by the adjacent property owners. There is no record of the City having ever owned this property.

Pursuant to Code Section 94-291, the City may vacate alleys by ordinance after review of the Planning Commission. The Planning Commission considered such a request by Phyllis and Richard Reid at its September 19, 2012 meeting. If adopted by Council, this ordinance would revert any interest the City has in this property to the adjacent owners, excepting a reservation of easement for installation and maintenance of utilities.

ATTACHMENTS: Planning Commission Minutes, 09/19/2012
Staff Report, 09/2012

RECOMMENDED ACTION: Review and adoption

DATE RECEIVED:_______________ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF:____________ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:

Resolution No. 2014-161
July 8, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI: that an ordinance entitled "An ordinance to vacate a certain 14 foot wide, 130 foot long alley from Ninde Street heading east to N. River Street to the extent of the southerly parcel boundaries of 11-11-09-131-005 (46-50 E. Cross) and 11-11-09-131-043 (52-56 E. Cross) and the northerly parcel boundaries of 11-11-09-131-021 and 11-11-09-131-022 in the City of Ypsilanti, Michigan" be approved on First Reading.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1230

An ordinance to vacate a certain 14 foot wide, 130 foot long alley from Ninde Street heading east to N. River Street to the extent of the southerly parcel boundaries of 11-11-09-131-005 (46-50 E. Cross) and 11-11-09-131-043 (52-56 E. Cross) and the northerly parcel boundaries of 11-11-09-131-021 and 11-11-09-131-022 in the City of Ypsilanti, Michigan

1. **THE CITY OF YPSILANTI ORDAINS** That:

a. Pursuant to the Ypsilanti City Code Section 94-271, et al, any alley that may be owned by the city of Ypsilanti in the property described below be and the same hereby is vacated:

A strip of land commencing at the southwestern corner of parcel 11-11-09-131-005 (legally described as: W 50 FT OF LOTS 313 & 314 EXC N 16.50 FT FOR STREET SHOWERMAN & COMPTON'S ALLOTMENT OF PART OF FRAC'L SECTION 9, T 3 SOUTH OF RANGE 7 EAST), thence easterly 130 feet running along southern boundary of said lot to the southeastern corner of parcel 11-11-09-131-043 (legally described as: E 82 FT OF LOTS 313 & 314 EXC N 16.50FT FOR STREET, SHOWERMAN & COMPTON'S ALLOTMENT OF PART OF FRAC'L SEC 9, T3S-R7E. COMBINES ON 2/07/2013 FROM 11-11-09-131-004 & 11-11-09-131-042), thence southerly 14 feet to the northeastern corner of parcel 11-11-09-131-022 (legally described as: THE EAST 1/2 OF LOTS 315 & 316, EXC N 14 FT THEREOF, SHOWERMAN & COMPTON'S ADD'N), thence westerly 130 feet running along the northern boundary of said lot to the northwestern corner of parcel 11-11-09-131-021 (legally described as: THE WEST 1/2 OF LOTS 315 & 316, EXC N 14 FT THEREOF, SHOWERMAN & COMPTON'S ADD'N), thence northerly to the point of beginning.

b. The city reserves all rights and an easement for installation and maintenance of utilities within the entire former right-of-way.

c. The Ypsilanti City Clerk shall record a certified copy of such resolution of vacation and this ordinance with the Washtenaw County Register of Deeds and send a copy to the State Treasurer.

d. No further City action or expense to transfer title to the alley and amend the plat is authorized. The affected property owners may institute such legal action as may be necessary to properly obtain title and amend the plat.

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

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

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

5. Copies to be available. Copies of the Ordinance are available at the office of the city clerk for inspection by, and distribution to, the public during normal office hours. A complete copy of the ordinance is also available for inspection on the City's website, www.cityofypsilanti.com.

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

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS ________ DAY OF ____________________, 2014.

____
Frances McMullan, City Clerk

<u>Attest</u>

I do hereby confirm that the above Ordinance No. ___ was published in The Ypsilanti Courier on the __________ day of _______________________, 2014.

____
Frances McMullan, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting of the City Council held on the _____ day of ________________, 2014.

____
Frances McMullan, City Clerk

Notice Published: ___________________________

First Reading: _____________________________

Second Reading: ___________________________

Published: ________________________________

Effective Date: _____________________________

City of Ypsilanti
Planning and Development Department

13 September 2012

Staff Review of Alley Vacation Request

GENERAL INFORMATION

Applicant:	Richard & Phyllis Reid Owners, 46 E Cross St
Application Date:	06 August 2012
Location:	Running east-west connecting Ninde to River St; south of E Cross and north of Photo St.
Zoning:	B3 – Central Business.
Action Requested:	Alley vacation.
Staff Recommendation:	Approval

PROJECT AND SITE DESCRIPTION

The Reids own the building at 46-54 E Cross (Enchanted Florist, The Hair Station, & Rejoice Clothing), and are requesting vacation of the alley that is located to the rear of that building. The alley physically does not behave as such, and has been treated by the adjacent property owners, as if it were private property. The alley vacation, if approved, would primarily provide a change in legal documentation, rather than a functional change of the property. The entire length of the alley is approximately 130 ft. long and 14 ft. wide, located directly behind the buildings. Parking is located to the south of this alley. Please refer to Figure 1 for a general layout of the area.

This alley does not exist in the original plat; there were no east-west alleys dedicated in the Compton & Showerman's addition, of which the subject properties are a portion. The alley appears to have been dedicated as a portion of lot 315 of the original plat at a later date. See figures 2 & 3 for a representation. Of note: there are no recent surveys available of the properties in this block and there are conflicting legal descriptions on the exact location of the alley and related property lines. For example, Washtenaw County GIS parcel lines indicate that a portion of 56 E Cross may be in the alleyway. Review of deeds from 1990 onward indicate this is not the case. Washtenaw County GIS, as well as the legal description, also indicates that 56 E Cross owns a portion of River Street. Review of deeds, although conflicting, indicate that this is not the case. Overall, the legal boundaries have shifted quite a bit from the original plot, and successive deeds for what appear to otherwise be the same property, have differing legal descriptions. Thus, it is impossible for staff to determine the precise location of the alleyway in question or whether there have been encroachments upon it. AS a result, staff is recommending a boundary survey of all properties in the block bounded by River, Ninde, Photo and E. Cross prior to execution of the vacation.

Figure 1: Location & Aerial

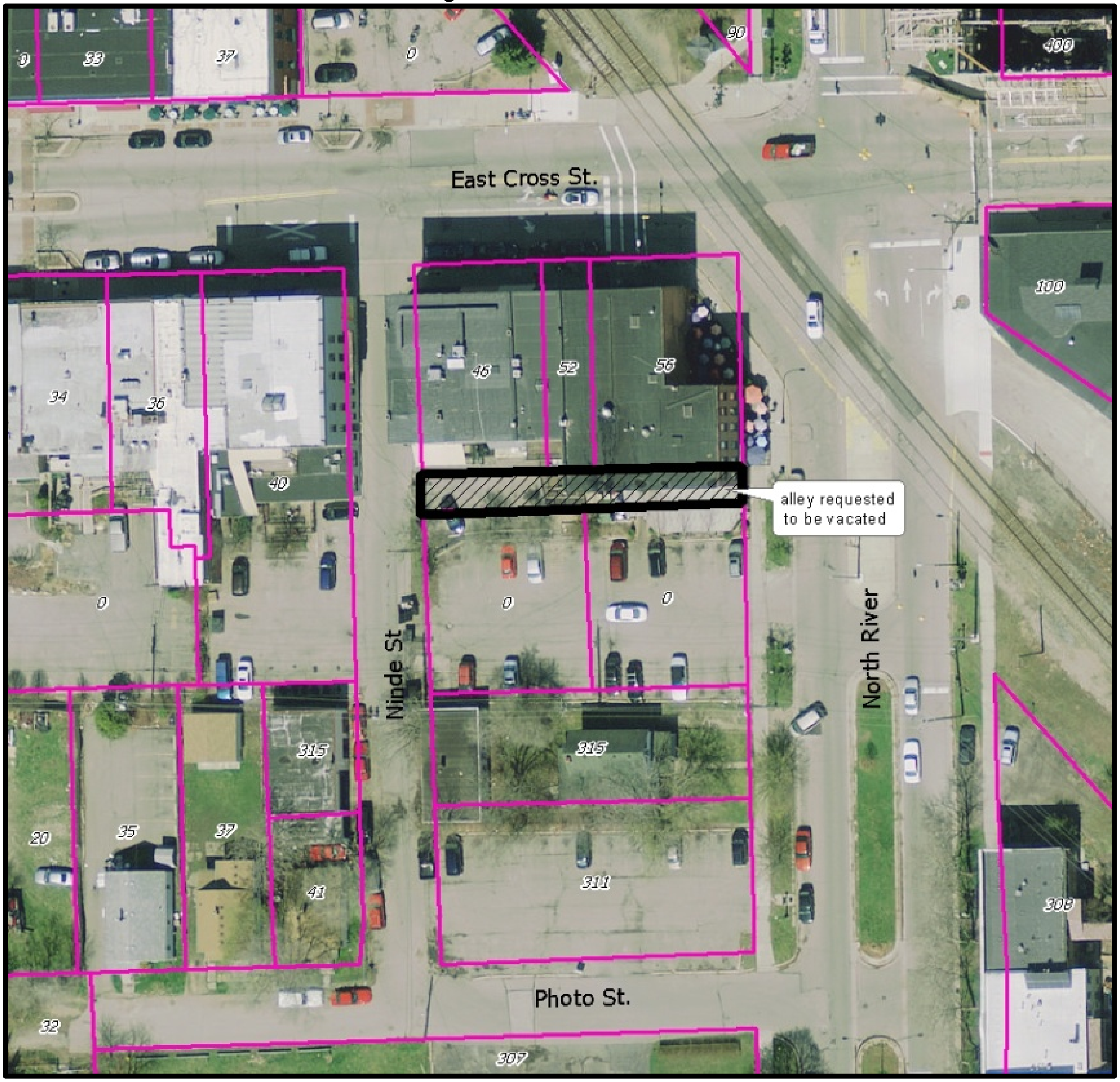
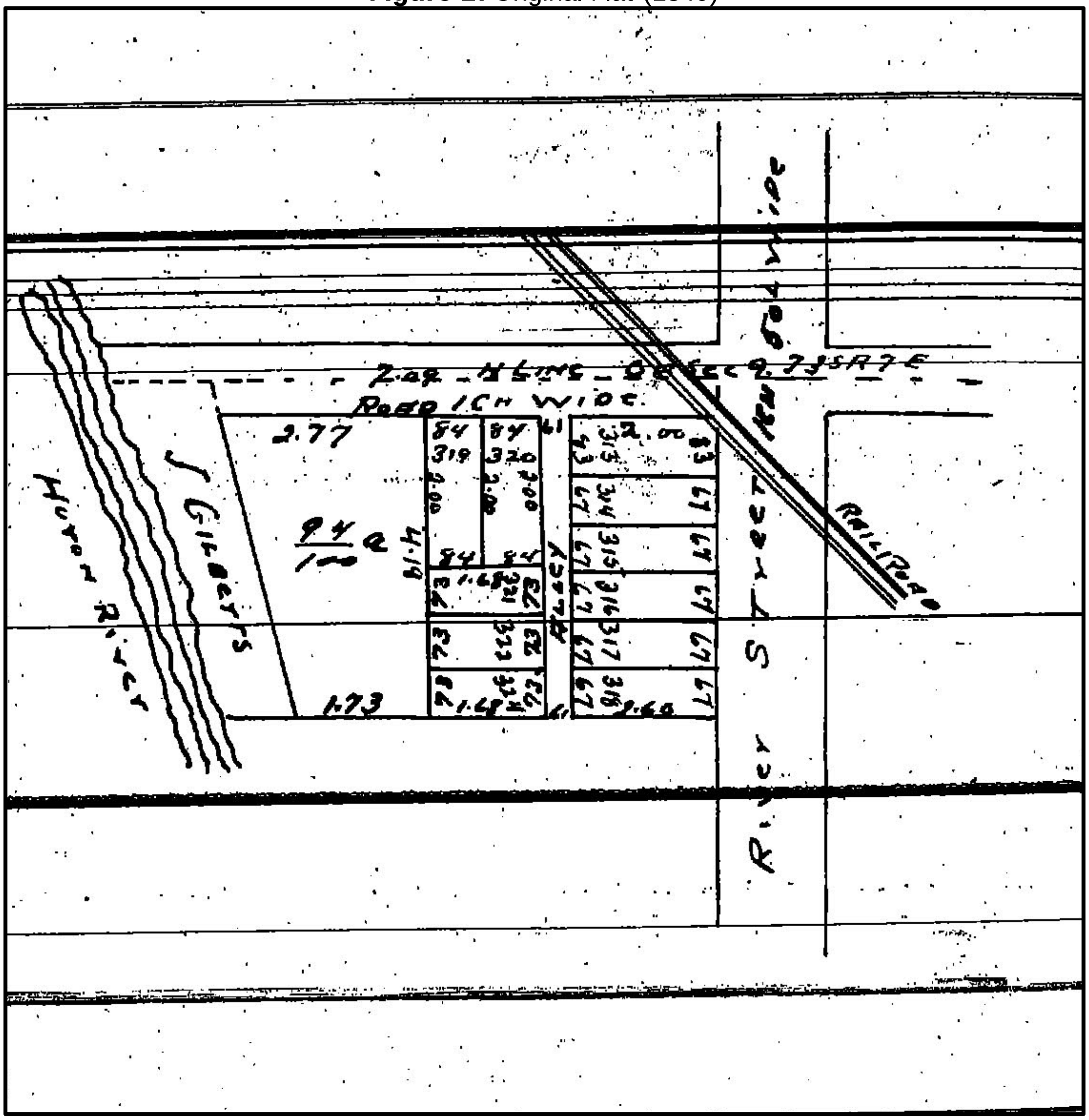
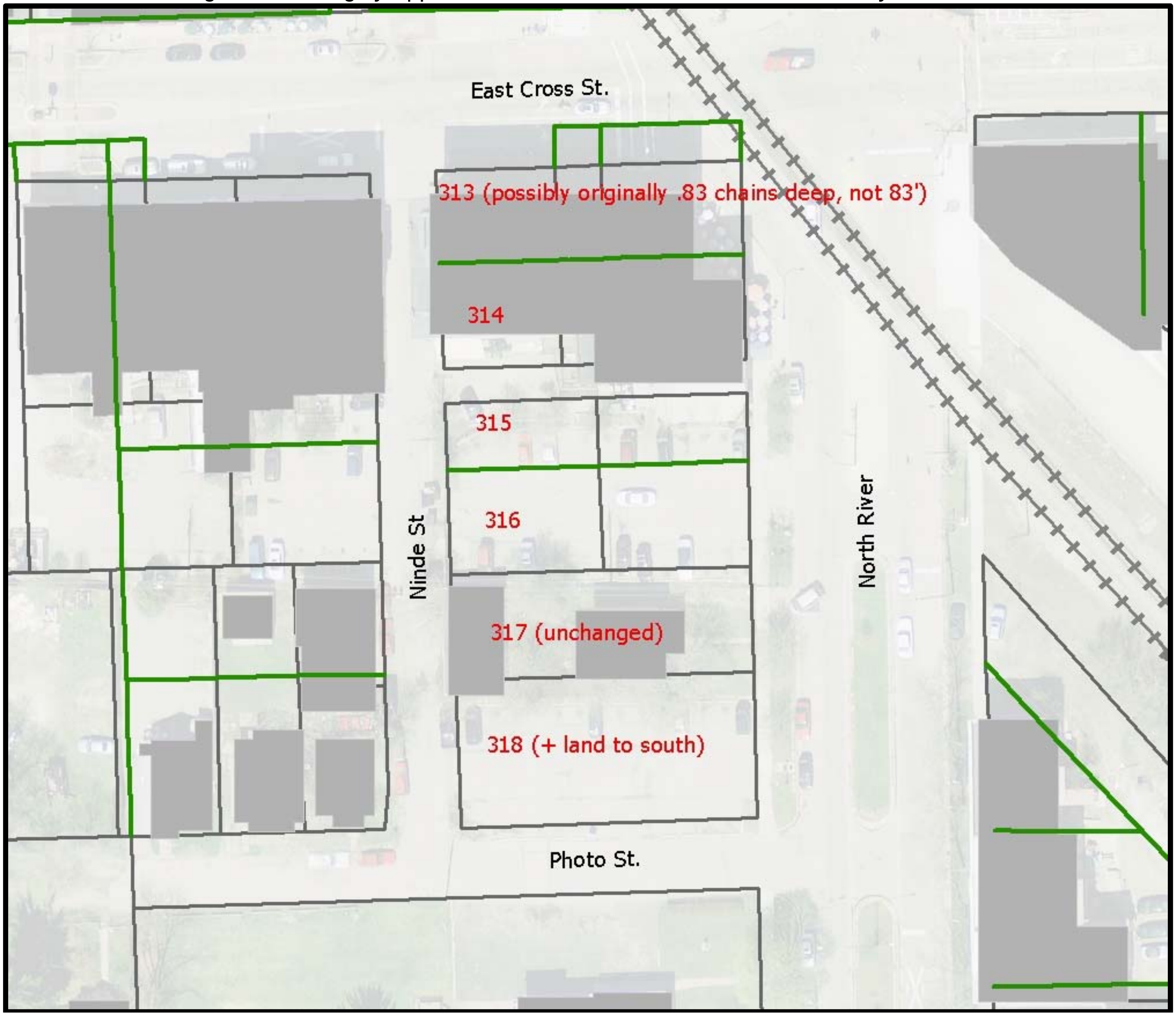


Figure 2: Original Plat (1840)



Note: all measurements appear to be given in chains (one chain = 66 feet). Note also that lot 313, at the corner of Cross and River, is marked as "83" deep rather than the "67" deep of the lots to the south.

Figure 3:
Original Plat Roughly Approximated With Modern Boundaries and Alley Location



Note that the building(s) on original lot 313 extend south past the lot lines shown. The buildings are, at their deepest, 81' deep.
Lot 317 (315 N River), dimensions apparently unchanged since the plat per the legal description, is approx 45' deep, which is consistent with .67 chains.

ALLEY VACATION STANDARDS

Section 94-291 requires that the standards in 94-271 be followed for vacating a public alley, and any other factors that would be important to consider in this specific case. The five (5) standards required to be considered and our comments are as follows:

1) Whether the alley services a residential, single-family, multi-family or business area.
The area in question is zoned B3, Central Business. To the north, east, and west are commercial uses; to the south is parking, and south beyond that is a 3-unit a residential use. The alley is directly to the south of the buildings; a portion is occupied by parking spaces.

2) **Whether the closing will create an undue burden on traffic.**
   As currently arranged, no traffic uses the alley.

3) **Whether the closing is necessary to prevent traffic from traveling through the neighborhood to destinations outside the neighborhood or other safety factors such as speed of traffic, frequency of use, the size and condition of the alley.**
   Through traffic is not a concern.

4) **The wishes and desires of the majority of the neighborhood.**
   There are five properties adjacent to the alley owned by two parties. Both parties support the vacation of the alley. In accordance with the ordinance, public notification and hearings at an upcoming City Council meeting.

5) **The present and future interests of the city considering planning for the entire city.**
   The vacation of this alley has no implications regarding providing adequate circulation for future loading/unloading, trash removal, and parking; those interests are being served by a shared-use access agreement-in-fact between the owners of the adjacent parcels. The alley does not serve as a connection between River and Ninde; that function is served by Photo St. A formal easement would provide legal rights to this access for current and future owners.

FIRE PROTECTION, SNOW REMOVAL, TRASH COLLECTION

Other factors that may be important to consider for this request include fire protection, snow removal, and trash collection.

Snow removal: snow removal for the alley is currently done privately. The alley does not serve as a "through route" for City snow removal or trash removal vehicles.

Fire protection: fire department connections for the buildings are located on the East Cross frontage. A fire hydrant is located on River near the intersection of Cross and River. The perimeter of the entire building "block" is approx 430 feet. Fire Department has no objections to the vacation.

Trash collection: trash collection is done by a private hauler on private property. Alley vacation would not affect it.

SUMMARY AND RECOMMENDATION

As the alleyway does not serve a vital function for the neighborhood, and that its vacation will not negatively affect the health, safety, welfare, or traffic/freight patterns of the neighborhood, staff recommends that the alley be vacated. However, to eliminate confusion about parcel boundaries in the future, staff strongly recommends that the block in question be surveyed prior to executing the vacation of the alleyway. Staff further recommends that a shared use access easement be executed along adjacent properties to ensure future access.

Bonnie Wessler, Planner I
c.c. File
Applicant (via email)

PLANNING COMMISSION
MEETING MINUTES
September 19, 2012
CITY COUNCIL CHAMBER
7:00 P.M.

I. CALL TO ORDER

The meeting was called to order at 7:00 p.m.

II. ROLL CALL

Present: R. Johnson, R. Murphy, D. Lautenbach, M. Bullard, P. Hollifield, K. Weger, B. Lenart

Absent: G. Clark (excused) C. Zuellig (excused)

Staff: Teresa Gillotti, City Planner II
Bonnie Wessler, City Planner I
Nan Schuette, Executive Secretary

III. APPROVAL OF MINUTES – July 25, 2012

Commissioner Lenart moved to approve the minutes of July 25, 2012 as read (Support: M. Bullard) and the motion carried unanimously.

IV. AUDIENCE PARTICIPATION

Ian Klepetar, 309 Oak – just recently moved to the area. Interested in transportation and encouraged the commission to be bold and visionary, keeping in mind when designing roadways, it is what the public would like. He is particularly interested in biking, traffic volumes, width of roads and speeds.

Chairperson Johnson recommended to Mr. Klepetar check out the city website for information on the various commissions, adding that he may be interested in the non-motorized sub-committee since they are always looking for board members.

V. PUBLIC HEARING ITEMS & PRESENTATIONS

None

VI. OLD BUSINESS

1. Water Street Recreation Center Update

Ms. Gillotti stated that there will be a public presentation by the UM design team which is comprised of two professors and eight students who have been working on two design schemes for the proposed Water Street Recreation Center. There are two large site concepts. The models will be at Spark East starting on Tuesday. The formal presentation will be held on Thursday, September 27, 2012, from 4 – 7 p.m. They will use this opportunity to get feedback, i.e. interaction with Michigan Avenue, the river, etc. from residents, business owners and interested parties.

2. Master Plan RFP process update

Commissioner Lenart stated that the Master Plan Sub-Committee has met twice now since receiving proposals for the RFP for an update to the Master Plan. Five proposals were received and out of that process, they have arrived at two preferred proposals. They envision early October inviting these two firms for a non-traditional interview with whoever would be interested in attending: City Council, ZBA, Parks & Recreation, Planning Commission, and DDA. Commissioner Lenart went into more detail on how the Master Plan Sub-Committee perceives what would be included. Commissioners had many questions and lots of input.

Ms. Gillotti recommended that the commission pick two locations, have staff take and provide the firms with photos and GIS map of area – have them tell us what potential is – no formal presentation, no graphics, no boards, no power points – basically discuss what the challenges of the site are and how the firms would approach them. Tentative date of presentation is October 11, 2012.

After further discussion on various possibilities of what would be required of these two firms and how these sessions would be conducted, Commissioner Weger moved to interview the two firms as recommended by the Master Plan Sub-committee, no visuals preferred and have staff provide the areas in question as noted above (Support: R. Murphy).

3. Site Plan approval Extension Requests

   a. 328 E. Michigan (Rent-A-Center)

   Bonnie Wessler stated that the original site plan was approved. This is a national chain and recently they had a change in leadership, the paperwork was lost and they are now running into a time constraint. Commissioner Lenart moved to grant a six month extension (Support: K. Weger) and the motion carried unanimously.

b. 301 W. Michigan (Key Bank Building)

Bonnie Wessler stated that this original site plan was also approved. They have recently lost one of their major tenants and had planned on that income. They would like more time to do some refinancing. Commissioner Lenart moved to grant a six month extension (Support: R. Murphy) and the motion carried unanimously.

VII. NEW BUSINESS

1. Alley Vacation – East-west alley bounded by East Cross, River, Photo and Ninde

This is a request for an alley vacation that is located at the rear of the building owned by the applicant. While the alley physically does not behave as such, it has been treated by the adjacent property owners as if it were private property. If approved, this vacation would primarily provide a change in legal documentation, rather than a functional change of the property.

This alley does not exist in the original plat; there were no east-west alleys dedication in the Compton & Showerman's addition, of which the subject properties are a portion. The alley appears to have been dedicated as a portion of Lot 315 of the original plat at a later date. There are no recent surveys available of the properties in this block and there are conflicting legal descriptions on the exact location of the alley and related property lines. Overall, the legal boundaries have shifted quite a bit from the original plot and successive deeds for what appear to otherwise be the same property, have differing legal descriptions. Thus, it is impossible for staff to determine the precise location of the alleyway in question or whether there have been encroachments upon it. As a result, staff is recommending a boundary survey of all properties in the block bounded by River, Ninde, Photo and E. Cross prior to execution of the vacation.

Other factors that may be important to consider for this request include fire protection, snow removal, and trash collection.

As the alleyway does not serve a vital function for the neighborhood, and that its vacation will not negatively affect the health, safety, welfare or traffic/freight patterns of the neighborhood, staff recommends that they alley be vacated. However, to eliminate confusion about parcel boundaries in the future, staff strongly recommends that the block in question be surveyed prior to executing the vacation of the alleyway. Staff further recommends that a shared use access easement be executed along adjacent properties to ensure future access.

After much discussion, Commissioner Lenart moved to approve recommendation to City Council of the vacation of the alley bounded by East Cross, River, Photo and Ninde, subject to the following findings:

1. Subject to verification that there are no public utilities in the easement.

2. Subject to the five standards that were included in the staff report dated September 13, 2012.

The motion was supported by Commissioner Lautenbach. A roll call vote was taken and carried unanimously.

VIII. COMMITTEE REPORTS

- Master Plan Update Committee – (Johnson, Murphy, and Lenart) noted above.

- Ordinance committee (Bullard, Lautenbach, Weger) – no update

- Non-motorized transportation committee (Johnson, Murphy) Minutes of meetings held in May and June were included in packets. Commissioner Murphy noted that MDOT in Indiana/Illinois are starting up a process of planning capital and service improvements for the whole Chicago/Detroit/Pontiac passenger line, which may be an opportunity to get a stop in Ypsilanti for one service or another. They will have a Webinar on Monday, 9/24/12 and public scoping meeting in Dearborn on Wednesday, 9/26/12.

IX FUTURE BUSINESS DISCUSSION/UPDATES

Grove Road Capital Improvement Plan review: Food related ordinance amendments; disposition policy.

Ms. Gillotti stated that the City expects to move forward on the Grove Road Capital Improvements and expect to have the plan review with particular interest that the links to the order-to-border trail, etc. are addressed. Staff hopes to bring back the food related ordinance amendments and a disposition policy.

A rezoning application was submitted for 311 S. Grove for Total Auto Repair, for either B4 or CI for used car sales, minor auto repairs.

VI. ADJOURNMENT

Since there was no further business, Commissioner Murphy moved to adjourn the meeting (Support: M. Bullard) and the motion carried unanimously. The meeting adjourned at 8:07 p.m.

Resolution No. 2014 – 162
July 8, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2014-163, approving delegate and alternate to the Municipal Employees' Retirement System (MERS) 68th Annual Meeting.

2. Resolution No. 2014-164, recognizing the week of July 20th – July 26th as Gun Safety Week in the City of Ypsilanti.

3. Resolution No. 2014-165, approving an agreement with the Washtenaw County Community Development Block Grant Program (CDBG) to utilize the appropriated CDBG funds for the 2013-2014 City of Ypsilanti Infrastructure Improvement Project for the Sidewalk Ramp Replacement Program.

4. Resolution No. 2014-166, approving contract with Saladino Construction for ADA ramps.

5. Resolution No. 2014-168, approving the purchase of two (2) 2014 Ford Police Interceptors from Gorno Ford.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION
July 8, 2014

To: Mayor and City Council
From: Ralph A. Lange, City Manager
Date: July 8, 2014
Subject: MERS 68th Annual Meeting

SUMMARY/BACKGROUND:

It is requested that the City Council agenda for July 8, 2014 include consideration of a resolution authorizing the attendance of one delegate to attend the Municipal Employees' Retirement System (MERS) Annual Meeting, scheduled for September 24 - 26, 2014, in Detroit, MI.

MERS requires an election by secret ballot for the employee delegate. The election process was conducted from April 7, 2014 through April 25, 2014. The employees elected Nan Schuette from the City Manager's Office as the employee delegate, with Anthony Roberts from the Department of Public Services as the alternate.

The registration fee is $200 per person which has already been put aside in the Human Resources Budget for FY 2014/2015. Because the MERS Annual Meeting is being held in Detroit and activities will be held at night, lodging will be necessary at the cost of $152 per person plus tax. Therefore, the total amount of funds required to attend the meeting will be $352.

RECOMMENDED ACTION:

It is recommended that the City Council approve the selection of Nan Schuette as delegate to attend the MERS Annual Meeting. Should she be unable to attend, Anthony Roberts would be the alternate to take her place.

ATTACHMENTS: Proposed Resolution

****

CITY MANAGER APPROVAL: ____________________ COUNCIL AGENDA DATE: 07/08/2014

CITY MANAGER COMMENTS:

FINANCE DIRECTOR APPROVAL: ________________________________

Resolution No. 2014-163
July 8, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

WHEREAS, the Municipal Employees' Retirement System is holding its annual meeting September 24 - 26, 2014 in Detroit, MI and

WHEREAS, the Municipal Employees' Retirement System allows an employee delegate to be elected by secret ballot, and

WHEREAS, the employees have elected Nan Schuette from the City Manager' Office as delegate with Anthony Roberts from the Department of Public Works as the alternate,

THEREFORE, BE IT RERESOLVED, that these employees be appointed as employee delegate and alternate.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION
July 8, 2014

FROM: Chief of Police Tony DeGiusti

SUBJECT: Gun Safety Week

Summary and Background:

In collaboration with the WCSO and other law enforcement agencies in the county the Ypsilanti Police Department wants to help make all of our communities safer, by holding a county-wide Gun Safety Week July 20th through 26th, 2014.

The purpose of the Gun Safety Week would be to educate and raise awareness about issues related to gun safety and responsible gun ownership. We propose to take the following steps to further this initiative:

Pass a resolution recognizing Gun Safety Week in the City of Ypsilanti and Washtenaw County stressing the importance of education, awareness, and responsible gun ownership.

Hold a gun lock give away during this week (we have already obtained free gun locks through Project ChildSafe http://www.projectchildsafe.org/)

Make gun safety information available to residents along with the gun lock distribution

Action Requested:

Adopt the attached resolution making the week of July 20th through 26th, 2014 Gun Safety Week in the City of Ypsilanti.

City Manager Approval: ____________________________ Council Agenda Date: July 8, 2014

City Manager Comments:

Resolution No. 2014-164
July 8, 2014

RESOLVED BY THE CITY COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti Police Department and the City Council are committed to enhancing the safety and well-being of all the residents of the City of Ypsilanti and public safety can be increased by raising awareness and educating residents about how to keep themselves and their families safe; and

WHEREAS, specifically educating the public and increasing knowledge about gun safety issues and encouraging responsible gun ownership can help protect our community and our families; and provides a public service which benefits everyone, especially our children; and

WHEREAS, though national attention is often drawn only to large scale tragedies, gun violence is a serious local as well as national problem affecting many Americans and Michigan residents, as gun violence and injures occur daily throughout too many of our municipalities; and

WHEREAS, guns are the most common weapon used in domestic violence against women and access to firearms increases the risk of homicide by more than 5 times, and individuals suffering from mental illness are at greater risk of being perpetrators or victims of gun violence, especially suicide, recognition of early warning signs and knowledge of how to respond can reduce gun violence and potentially save lives; and

WHEREAS, during the week of July 20, 2014 through July 26, 2014 the Ypsilanti Police Department will join other law enforcement agencies in Washtenaw County in order to increase the safety of our residents will be providing free gun locks and gun safety information to members of the public and collaborating with community organizations to enhance public knowledge and promote gun safety.

NOW THEREFORE BE IT RESOLVED that the City Council of The City of Ypsilanti in order to increase public safety and awareness about gun safety hereby declares the week of July 20, 2014 through July 26, 2014 as Gun Safety Week in The City of Ypsilanti.

OFFERED BY: ____

SUPPORTED BY:____

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION

From: Stan Kirton, Director of Public Services Date: July 8, 2014

Subject: Agreement with the County Washtenaw Community Development, Community Development Block Grant Program (CDBG)

Summary and Background:
Washtenaw County administers CDBG funds received through the United States Department of Housing and Urban Development's (HUD) Community Development Block Grant Entitlement Communities Grant (CDBG). The City of Ypsilanti is a member of the Washtenaw County, Urban County Program. The Urban County Program disperses Community Development Block Grant (CDBG) funds to participating members. The 2013-2014 CDBG Urban Funding includes funds for Infrastructure Improvement Projects, including funds for ADA sidewalk ramp replacement (The City of Ypsilanti Sidewalk Ramp Replacement Program) in low to moderate income areas within the city in the amount of $50,000.

An agreement between the City of Ypsilanti and Washtenaw County is necessary to utilize the appropriated CDBG funds for the 2013-2014 City of Ypsilanti Infrastructure Improvement Project. The scope of work includes: removal of existing non compliant ADA ramps and replacement with ADA compliant sidewalk ramps, the construction of ADA compliant ramps where needed, addition of integral curbs as needed and restoration of disturbed margin areas.

Attachments: Resolution, Agreement with CDBG

Recommended Action: Approval

Date Received: _________________________ Agenda Item No.: _____________

City Manager Comments: ____

Finance Director Approval ____

For Agenda of July 8, 2014

Council Action Taken: ____

Resolution No.2014-165
July 8, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Washtenaw County administers CDBG funds received through the United States Department of Housing and Urban Development's (HUD) Community Development Block Grant Entitlement Communities Grant (CDBG) and

WHEREAS, the City of Ypsilanti is a member of the Washtenaw County, Urban County Program and;

WHEREAS, the Urban County Program disperses Community Development Block Grant (CDBG) funding to participating members; and

WHEREAS, the 2013-2014 CDBG Urban Funding includes funds for Infrastructure Improvement Projects, including funds for ADA sidewalk ramp replacement in low to moderate income areas within the city (The City of Ypsilanti Sidewalk Ramp Replacement Program) in the amount of $50,000 in 2013-2014 funding; and

WHEREAS, an agreement is needed between the City and Washtenaw County in order to utilize the appropriated funds; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the proposed agreement; and

FURTHER, that the Mayor and City Clerk are authorized to sign this agreement, subject to approval by the City Attorney.

OFFERED BY:____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

COUNTY OF WASHTENAW COMMUNITY AND ECONOMIC DEVELOPMENT AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG PROGRAM)

This AGREEMENT dated the _______ day of _______________, 2014, is between the COUNTY OF WASHTENAW, a municipal corporation, with office located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("COUNTY") and the **City of Ypsilanti a municipal corporation, with offices located at One South Huron Street, Ypsilanti, MI 48197, ("CITY")**.

Federal Awarding Agency	U.S. Department of Housing and Urban Development
Federal / State Contract Number	B-13-UC-26-006
Federal Program Title	Community Development Block Grant (CDBG) Program
CFDA Number	14.228
Federal Funding %	100%

WHEREAS, the COUNTY receives funds from the United States Department of Housing and Urban Development (HUD) pursuant to HUD's Community Development Block Grant Entitlement Communities Grants ("CDBG") and the COUNTY is authorized to award CDBG funds pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301, et. seq.; and

WHEREAS, the COUNTY has been designated as an entitlement county for the CDBG Program and acts as the lead entity for the Washtenaw Urban County, which consists of the COUNTY, the City of Ann Arbor, the City of Ypsilanti, Ypsilanti Township, Pittsfield Township, Ann Arbor Township, Bridgewater Township, Salem Township, Superior Township, York Township, Scio Township, Northfield Township, Dexter Township, Lima Township, Manchester Village, Manchester Township, Saline City, Saline Township, and Webster Township; and

WHEREAS, the **City of Ypsilanti Curb Cuts** project has been approved by the Urban County Executive Committee for funding under the CDBG Program; and

WHEREAS, the **CITY** has agreed to collaborate with the Office of Community and Economic Development (OCED) to manage this public improvement project; and

WHEREAS, on April 23, 2013 the Urban County Executive Committee approved **$50,000.00** in **2013-14 Urban County CDBG Funding** as a grant to the **CITY** for eligible Cub Cut improvement activities in Ypsilanti, as specified in this Agreement; and

In consideration of the mutual covenants and obligations contained in this Agreement, including the Attachments, and subject to the terms and conditions stated, **THE PARTIES AGREE AS FOLLOWS:**

1. USE OF FUNDS: [24 CFR 570.503(b)(1)]

A. SCOPE OF SERVICES: **CITY** agrees to use COUNTY CDBG funds for the eligible costs of re-constructing the following **Curb Cuts** to meet the American's with Disabilities Act (ADA) and Uniform Federal Accessibility Standards (UFAS):

Buffalo St @ S. Washington St	8	Ramps
Buffalo St @ S. Adams St.	8	Ramps
Catherine @ S. Adams St	8	Ramps
Catherine @ S. Washington St.	8	Ramps
Woodward St. @ S. Adams St.	8	Ramps
Woodward @ S. Washington St	8	Ramps
Hawkins St @ Jefferson	6	Ramps
Second Ave @ Small Place	6	Ramps
Small Place @ Hart Place	6	Ramps

Second Ave. @ Frederick St.	6	Ramps
Total	**72**	**Ramps**
Ferris St. @ S. Adams St	8	Ramps
Ferris St @ S. Washington St	8	Ramps
Harriet St @ S. Adams St	6	Ramps
Harriet St @ S. Washington	2	Ramps
Emmet St @ N. Hamilton St	8	Ramps
Total	**32**	**Ramps**
Emmet St @ Ballard St	8	Ramps
Emmet St @ Perrin St	8	Ramps
Emmet St @ College Place	8	Ramps
N. Hamilton St @ Florence St	8	Ramps
N. Hamilton St @ Olive St	8	Ramps
N. Adams St @ Florence St	6	Ramps
N. Adams St @ Olive St	8	Ramps
N. Adams St @ Arcade St	6	Ramps
N. Washington St @ Olive St	4	Ramps
N. Washington St @ N. Huron St	4	Ramps
Arcade St @ N. Huron St.	6	Ramps
Ballard St & Olive St.	6	Ramps
Ballard St & Florence St	6	Ramps
Total	**86**	**Ramps**

CITY will work with the Office of Community and Economic Development to coordinate the bidding and procurement of all services necessary to complete the projects and shall perform all services necessary to complete the projects as set forth in Attachment A.

B. SCHEDULE: Timely completion of the work specified in this Agreement is essential. By signing this Agreement, **CITY** agrees to make every effort to ensure that the project will not be delayed. Failure to meet deadlines may result in cancellation of this Agreement and the revocation of COUNTY CDBG funds.

C. BUDGET: **CITY** expressly agrees to complete all work in accordance with the budgets set forth in Attachment B.

D. INELIGIBLE ACTIVITIES: **CITY** expressly agrees not to use CDBG funding for the following prohibited uses: a) purchasing equipment without approval from the Office of Community and Economic Development, b) using the funds for operating and maintenance expenses, c) constructing new housing, and d) providing income payments.

E. **CITY** expressly agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

F. The **CITY** will use local funds to pay for any cost overruns that are related to this project. For record keeping purposes, the **CITY** will submit a summary of all of the project costs to the Office of Community and Economic Development.

G. **CITY** designee will meet with Community and Economic Development staff after bids are received to review the project costs and time schedule.

2. RECORDS AND REPORTS: [24 CFR 570.503(b)(2)]

A. **CITY** agrees to maintain all required records and submit reports on forms provided by the COUNTY within two weeks after the end of the program year.

B. **CITY** agrees to prepare and submit reports every six months, or as otherwise directed, to the Director of the Office of Community and Economic Development; and to cooperate and confer with her as necessary to ensure satisfactory work progress.

C. **CITY** agrees to maintain all records required by the federal regulations specified in 24 CFR 570.206 that are pertinent to the activities funded under this Agreement for a minimum of five years, starting from the date of the submission of the annual performance and evaluation report, in which the specific activity is reported to HUD for the final time. If litigation claims, audits, negotiations or other actions are initiated prior to the expiration of the five-year period, then such records shall be retained until all related issues have been resolved.

D. All reports, estimates, memoranda and documents submitted by **CITY** must be dated and bear designee's name.

E. All reports made in connection with the Agreement are subject to review and final approval by the COUNTY.

F. **CITY** shall provide an annual project audit of revenues and expenses based upon **CITY's** budget calendar.

G. **CITY** agrees to maintain project-related data demonstrating participant and project eligibility for services provided pursuant to this Agreement. Such data includes, but is not limited to, names, addresses, funding amounts, sources and uses of funding, property values, construction records, inspection reports, mortgage and security documents, signed applications, source documentations for household income level or other basis for determining eligibility, and descriptions of services provided. This information shall be made available to COUNTY upon request.

H. **CITY** shall forward copies of all executed subcontracts to the Office of Community & Economic Development along with documentation of the selection process.

3. PROGRAM INCOME: [24 CFR 570.503(b)(3)]

Pursuant to 24 CFR 570.504(c), **CITY** agrees that program income, unexpected funds or other assets will not be retained by **CITY** for other eligible activities, but will be returned to the COUNTY and will be deposited into the CDBG Program Income Account. The activities to be undertaken with program income are noted in Section 1B. of this Agreement. All provisions of this Agreement shall apply to the specified activities. Transfers of grant funds by the COUNTY to **CITY** shall be adjusted according to the principles described in 24 CFR 580.504(b)(2) (i), (ii). Any program income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the COUNTY as required by 24 CFR 570.503(b)(8) as noted in Article 8 of this Agreement.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS: [24 CFR 570.503(b)(4)]

A. Governmental Entities: OMB Circular No. A-87, OMB Circular A-128 as implemented at 24 CFR part 44), and applicable provisions of 24 CFR part 85.

B. Non-Profit Entities: OMB Circular No. A-122, OMB Circular No. A-21, and OMB Circular A-133, as set forth in 24 CFR part 45, as applicable.

C. Audits: Audits shall be conducted annually. **CITY** shall also comply with applicable provisions of OMB Circular A-110, as implemented at 24 CFR part 84.

D. Uniform administrative requirements and cost principles. OMB Circular A-128 (implemented at 24 CFR part 44).

5. OTHER PROGRAM REQUIREMENTS: [24 CFR 570.503(b)(5)]

CITY agrees to comply with the provisions of 24 CFR 570 Subpart K as follows:

A. Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063, as applicable under 24 CFR 570.601

B. Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR part 1, as applicable under 24 CFR 570.570.601(a)(1).

C. Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620), as applicable under 24 CFR 570.601(a)(2)

D. Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply as applicable under 24 CFR 570.601(b).

E. In accordance with County regulations and 24 CFR 507.602, Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, sexual orientation, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

F. Labor standards.

(i) In a construction project that has a total cost which exceeds two thousand dollars ($2,000.00), **CITY** agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276a-276a – 5). In accordance with 24 CFR 570.603 (a), the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) applies to the rehabilitation of residential property only if such property contains not less than 8 units.

(ii) **CITY** agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 276 et. seq.).

(iii) In accordance with 24 CFR 570.603(b), the regulations in 24 CFR part 70 apply to the use of volunteers.

(iv) **CITY** agrees that all of its agents, employees, contractors, and subcontractors will be sufficiently and properly trained to perform activities under this Agreement.

(v) In accordance with the Drug-Free Workplace Act of 1998 and the rules found at 24 CFR Part 24, subpart F, **CITY** agrees to provide a drug-free workplace.

(vi) **CITY** agrees to ensure that all subcontracts awarded under this Agreement will be awarded on a fair and open competition basis and in accordance with the Office of Community Development Procurement Policy.

(vii) **CITY** agrees to comply with the Living Wage Ordinance enacted by the COUNTY requiring covered vendors who execute a service or professional contract with the COUNTY to pay their employees under that contract, a minimum of either $11.81 per hour with benefits or $13.85 per hour without benefits. **CITY** understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2015 and annually thereafter which amount shall be automatically incorporated into this Agreement. COUNTY agrees to give **CITY** thirty (30) days written notice of such change**.** **CITY** agrees to post a notice containing the COUNTY'S Living Wage requirements at a location at its place of business accessed by its employees.

(viii) **CITY** agrees to Equal Opportunity Employment.

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

(3) **CITY** agrees to post state and federal notices containing the regulations against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of **CITY**, will comply with state and federal law.

G. National Flood Insurance Program. Pursuant to 24 CFR 570.605, the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under 24 CFR 570.

H. Displacement, relocation, acquisition, and replacement of housing. If property is occupied at the time of this Agreement, **CITY** will comply with the requirements of 24 CFR 570.606.

I. Employment and contracting opportunities. Pursuant to 24 CFR 570.607, **CITY** shall comply with:

(i) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p.339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity) and the implementing regulations at 41 CFR chapter 60; and

(ii) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

J. Lead-based paint. Pursuant to 24 CFR 570.608, **CITY** agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

K. Use of debarred, suspended or ineligible contractors or sub recipients is prohibited. Pursuant to 24 CFR 570.609, the requirements set forth in 24 CFR part 5 apply to this program. By signing this Contract, **CITY** assures the COUNTY that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:

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

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

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

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

L. Conflict of interest. Pursuant to 24 CFR 570.611:

(i) In the procurement of supplies, equipment, construction, and services the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(ii) In all other cases, the following provisions apply:

(a) **CITY** warrants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner with the performance of its services under this Agreement. **CITY** further warrants that it will not employ persons having such an interest.

(b) These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the COUNTY or of **CITY**

(c) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of 24 CFR 570.611(d).

(iii) **CITY** agrees that no funds received and no personnel employed pursuant to this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code, which is commonly referred to as "The Hatch Act".

M. Eligibility restrictions for certain resident aliens. In accordance with 24 CFR 570.613, certain individuals are ineligible to receive funds under this program.

(i) Restriction. Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the Community Development Block Grant Program. ``Benefits'' under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in this program. ``Benefits'' do not include relocation services and payments to which displacees are entitled by law.

(ii) Covered activities. ``Covered activities'' under this section means activities meeting the requirements of Sec. 570.208(a) that either:

(1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or

(2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

(iii) Limitation on coverage. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.

(iv) Compliance. Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.

N. Architectural Barriers Act and the Americans with Disabilities Act. Pursuant to 24 CFR 570.614, **CITY** agrees to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6), and The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225).

O. Environmental Standards. Pursuant to 24 CFR Part 58, **CITY** agrees to comply with the National Environmental Policy Act of 1969, the Clean Air Act, and the National Historic Preservation Act of 1966, regarding environmental review, decision making, and actions and responsibilities related to the execution of all federally-funded projects.

6. SUSPENSION AND TERMINATION: [24 CFR 570.503(b)(7)]

In accordance with 24 CFR 85.43, suspension or termination may occur if **CITY** materially fails to comply with any term of this Agreement. This agreement may also be terminated in accordance with the provisions of 24 CFR 85.44.

7. REVERSION OF ASSETS. [24 CFR 570.503(b)(8)]

As indicated in Article 3 of this Agreement, **CITY** shall transfer to COUNTY any CDBG funds on hand at the time of expiration of this Agreement and any accounts receivable attributable to the use of CDBG funds. Any real property under **CITY**'s control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 is used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the COUNTY; or not used in accordance with one of the national objectives as discussed in this section, in which event, the **CITY** shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the COUNTY.

8. REQUESTS FOR DISBURSEMENT OF FUNDS:

A. The County shall pay **CITY** an amount not to exceed **Fifty Thousand Dollars and Zero Cents ($50,000.00) in 2013-2014 CDBG Funds** to accomplish the work detailed in this Agreement. **CITY** will comply with established COUNTY disbursement schedules and procedures. CDBG funds will be disbursed to the **CITY** upon submission of invoices for work completed and inspected. **CITY** will provide the OCED with proof of interim & final inspections, final project budget (including engineering/project management costs), original Davis-Bacon and Section 3 paperwork, sworn statements from contractors, and waivers of lien w/ final request for reimbursement of CDBG-eligible costs. All checks, invoices, contracts, vouchers, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

B. **CITY** agrees that all CDBG funds will be disbursed within 30 business days of receipt. In no event will a disbursement or further disbursements be made after a notice by the COUNTY of a violation of this Agreement, which violation has not been corrected to the satisfaction of the COUNTY.

C. **CITY** agrees that payments for services, supplies or materials shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished. All cost overruns shall be the responsibility of **CITY**.

10. ENFORCEMENT OF AGREEMENT: [24 CFR 92.504(c)(3)(vii)]

In the event **CITY** breaches this Agreement or any of the loan documents to be executed, the COUNTY shall have full remedies consistent with the purpose of this Agreement and as set forth in the loan documents. Remedies include, but are not limited to: COUNTY providing direction to **CITY** in project management; deed restrictions, property liens, appointing a receiver to manage the project according to terms of this Agreement; taking possession of the project and managing it; purchasing the property, and all remedies set forth in the parties loan documents and assignment of rent document, if applicable. It is the intent of the parties that these remedies be exercised in a manner appropriate in light of the breach and that this project shall continue to provide housing for the target population of low-income individuals. In the event of any breach, each lender shall be responsible for enforcement of its own loan/grant documents.

The COUNTY may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that **CITY** has failed to comply with the terms and conditions of this Agreement or in the event that funds are no longer available to the COUNTY. The COUNTY shall promptly notify **CITY** in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients or recapture of funds by the COUNTY shall be in accordance with the legal rights and liabilities of the parties.

It is the parties' intent that the obligations created by this Agreement be enforceable by all parties to this Agreement. This Agreement is binding upon the parties to this Agreement and upon their successors, heirs and assigns, except as prohibited by this Agreement. Each of the promises and restrictions shall run with the land from the date of this Agreement. Neither the COUNTY or **CITY** will assign or transfer interest without the written consent of the other.

11. DURATION OF AGREEMENT:

This project starts on June 2, 2014 and ends on December 31, 2015.

12. PRACTICE AND ETHICS:

Each party shall conform to the code of ethics of its respective national professional associations.

13. EQUAL ACCESS:

CITY agrees to adhere to the terms of this Agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

14. CONTINGENT FEES:

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

15. PAYROLL TAXES:

CITY is responsible for all applicable state and federal social security benefits and unemployment taxes and, to the extent allowed by law, agrees to indemnify and protect the COUNTY against such liability.

16 SECURITY:

CITY agrees to execute all appropriate documents to secure and to provide for the repayment of funds advanced by the COUNTY and other lenders as well as to enforce the provisions of this Agreement. **CITY** shall not incur additional debt secured by this property without written approval of the COUNTY and any other lenders. **CITY** may refinance at any time, so long as the amount financed shall not exceed the amount currently financed and so long as **CITY** is in compliance with the terms of this Agreement.

17 INSURANCE REQUIREMENTS:

CITY agrees to require any contractor, subcontractor, or consultant to maintain at the expense of the contractor, subcontractor, or consultant, the following insurance coverage as applicable:

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

C. Comprehensive/Commercial General Liability Insurance with a combined single limit of $1,000,000 each occurrence for bodily injury and property damage. The COUNTY shall be added as "additional insured" on this Policy with respect to the service provided under this Agreement.

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

CITY shall be responsible to COUNTY or insurance companies for all costs resulting from both financially unsound insurance companies selected and inadequate insurance coverage.

18. INDEMNIFICATION:

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

19. CONTRACT AMENDMENT:

Changes mutually agreed upon by the COUNTY and **CITY** will be incorporated into this Agreement by written amendments signed by both parties.

20. CHOICE OF LAW AND SEVERABILITY:

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this Agreement is in Washtenaw County, Michigan. If any provision or provisions set forth in this document is in conflict with any Michigan law or is otherwise unenforceable, that provision is void to the extent of the conflict and is severable from and does not invalidate any other provision of this Agreement.

21. HEADINGS:

The headings in this Agreement are for convenience of reference only and shall not affect the meaning of this Agreement.

22. SIGNATURE AUTHORITY:

The individuals signing this Agreement have the requisite authority to do so and bind **CITY** to the terms and conditions herein.

23. ENTIRE CONTRACT:

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ATTESTED TO:	WASHTENAW URBAN COUNTY:
By:____________________________ Lawrence Kestenbaum (DATE) County Clerk/Register	By:____________________________ Verna J. McDaniel (DATE) County Administrator
ATTESTED TO:	YPSILANTI TOWNSHIP:
By:____________________________ Frances McMullan (DATE) City Clerk	By: ____________________________ Paul Schreiber (DATE) Mayor
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
By:____________________________ Curtis N. Hedger (DATE) Office of Corporation Counsel	By:____________________________ Mary Jo Callan, Director (DATE) Office of Community & Economic Development

ATTACHMENT A- SCOPE OF SERVICES & PROJECT TIMELINE

NARRATIVE DESCRIPTION/ SCOPE OF WORK:

WASHTENAW COUNTY will contract with the **CITY** for the eligible costs of re-constructing **Curb Cuts,** as described in the Scope of Services, to meet the American's with Disabilities Act (ADA) and Uniform Federal Accessibility Standards (UFAS). The improvement project will be paid for with 2013 CDBG funding in accordance with the budget in Attachment B.

PROJECT TIMELINE:

Activity	Deadline
CITY will advertise for bids on project.	
CITY will hold bid opening.	
CITY will award contract to most responsible and responsive bidder.	
Contractor will begin curb cut work.	
Office of Community Development will perform Davis-Bacon Interviews.	
Contractor will achieve substantial completion of curb cuts project.	
Contractor will complete construction and OCED and/or CITY will perform a final inspection.	
CITY will submit request for reimbursement, along with accompanying sworn statements and required, original Davis-Bacon payroll forms and Section 3 compliance forms.	
Project Completion Date:	

ATTACHMENT B- PROJECT BUDGET

SUMMARY OF TERMS:

The COUNTY agrees to pay to or on behalf of the **CITY** the sum of **Fifty Thousand Dollars and Zero Cents ($50,000.00) in 2013-2014 CDBG Funds** according to the budget below:

PROJECT BUDGET:

2013 Curb Cut Project Budget	
REVENUE SOURCE(S):	**TOTAL**
Grant Amounts – CDBG (2013)	**$50,000**
Other Support (In-Kind)	
Status of Funds	
Total Revenues	**$50,000**
PROGRAM EXPENSES	**TOTAL**
Personnel, Taxes & Fringe Benefits	
Consultant & Contractual Fees	
Space & Related Costs	
Printing / Supplies	
Specific Assistance - scholarships	
Audit	
Program Evaluation	
Marketing	
Other – postage, communications	
Other – travel, insurance	
Other – staff development	
Other – construction	$50,000
Total Expenditures	**$50,000**

REQUEST FOR LEGISLATION
July 8, 2014

From: Stan Kirton, Public Works Director

Subject: Contract with Saladino Construction Co., Inc. for Sidewalk Ramp Replacement Program

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SUMMARY & BACKGROUND:

To comply with the consent judgment handed down in the Ann Arbor Center for Independent Living vs. the City of Ypsilanti, the City along with Orchard Hiltz and McCliment, Inc. has developed the Sidewalk Ramp Replacement Program. The program began in September of 2008 and continues annually.
The 2014 Sidewalk Ramp Replacement Program will include the removal and replacement of approximately 2,786 square ft. of ADA sidewalk ramps and associated work throughout the City.

Four sealed bids (see attached bid tabulation) were received by the June 3, 2014 deadline and publicly opened by the Deputy City Clerk. All bids were reviewed for compliance with the City's advertised specifications, including ordinance requirements and bond requirements.

City Staff and OHM recommend that the City Council award the Sidewalk Ramp Replacement Program Contract to Saladino Construction Co., Inc., 3303 N. territorial Road, Ann Arbor, MI 48106 for the amount of $87,000.00.

Attachments: Resolution, Bid Tabulation, Contracts

Recommended Action: Approval

Date Received: July 3, 2014 Agenda Item No.: 2014-166

For Agenda of July 8, 2014

City Manager Comments: ____________________

Finance Director Approval: ____________________

Council Action Taken: ____________________

Resolution No. 2014 - 166
July 8, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, bids were duly advertised for The Sidewalk Ramp Replacement Program; and

Whereas, four (4) bids were publicly opened on Tuesday, June 3, 2014 at 2:00 p.m. and reviewed for compliance with bidding qualifications and project specifications; and

WHEREAS, the bid submitted by Saladino Construction Co., Inc., 3303 N. Territorial Road, Ann Arbor, MI 48106, best meets the project specifications and qualifications and is in the best interests of the City; and

WHEREAS, Metro Act Funds and Community Development Block Grant Funds have been allocated for the Sidewalk Ramp Replacement Program.

Now Therefore Be It Resolved That the City awards the bid to Saladino Construction Co., Inc. in the amount of $87,000.00 for the construction of ADA sidewalk ramps throughout the City during the 2014 construction season; and

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

OFFERED BY: ______________________________

SUPPORTED BY: ______________________________

YES: NO: ABSENT: VOTE:

Tabulation for Bids Received on 6/3/14
Sidewalk Ramp Replacement Program
City of Ypsilanti, Washtenaw County, Michigan
OHM Job No.: **0094-13-0001**

Item No.	Description	Estimated Quantity		Saladino Construction Co., Inc. 3303 North Territorial Rd. W. Ann Arbor, MI 48105 Phone: 734-665-5913 Unit Price	Amount	Audia Concrete Construction, Inc. 2985 Childs Lake Rd. Milford, MI 48381 Phone: 248-676-9570 Unit Price	Amount	Dominic Gaglio Const. Inc. 15347 Daysdale Southgate, MI 48195 Phone: 734-281-7453 Unit Price	Amount	GM & Sons, Inc. 6784 Whitmore Lake Rd. Whitmore Lake, MI 48189 Phone: 734-929-1259 Unit Price	Amount
1)	Silt Fence	200	Ft	$0.01	$2.00	$4.00	$800.00	$20.00	$4,000.00	$2.50	$500.00
2)	Remove Tree, 6" – 18"	1	Ea	$0.24	$0.24	$700.00	$700.00	$850.00	$850.00	$450.00	$450.00
3)	Remove Tree, 19" – 36"	1	Ea	$0.25	$0.25	$900.00	$900.00	$2,500.00	$2,500.00	$1,720.00	$1,720.00
4)	Remove Stump, 6"- 18"	1	Ea	$0.25	$0.25	$200.00	$200.00	$550.00	$550.00	$70.00	$70.00
5)	Remove Stump, 19"-36"	1	Ea	$1.60	$1.60	$290.00	$290.00	$1,200.00	$1,200.00	$250.00	$250.00
6)	Remove Pavement	220	Syd	$0.01	$2.20	$9.00	$1,980.00	$18.00	$3,960.00	$25.00	$5,500.00
7)	Remove Sidewalk	462	Syd	$9.00	$4,158.00	$8.00	$3,696.00	$14.00	$6,468.00	$27.00	$12,474.00
8)	Remove Concrete Curb and Gutter	600	Ft	$6.00	$3,600.00	$10.00	$6,000.00	$18.00	$10,800.00	$12.50	$7,500.00
9)	Relocate Tree	1	Ea	$1.00	$1.00	$450.00	$450.00	$700.00	$700.00	$550.00	$550.00
10)	Relocate Shrub	1	Ea	$1.00	$1.00	$300.00	$300.00	$450.00	$450.00	$250.00	$250.00
11)	Remove and Reset Salvaged Sprinkler Head	4	Ea	$0.01	$0.04	$35.00	$140.00	$75.00	$300.00	$55.00	$220.00
12)	Subgrade Undercut, Type II (Special)	10	Cyd	$10.00	$100.00	$20.00	$200.00	$18.00	$180.00	$50.00	$500.00
13)	Maintenance Aggregate, 21AA	10	Ton	$10.00	$100.00	$20.00	$200.00	$15.00	$150.00	$50.00	$500.00
14)	Concrete Curb & Gutter, Detail B2	300	Ft	$30.00	$9,000.00	$25.00	$7,500.00	$18.00	$5,400.00	$29.50	$8,850.00
15)	Concrete Curb & Gutter, Detail F4	300	Ft	$30.00	$9,000.00	$25.00	$7,500.00	$20.00	$6,000.00	$29.50	$8,850.00
16)	Concrete Sidewalk, 4"	2168	Sft	$4.00	$8,672.00	$4.00	$8,672.00	$2.30	$4,986.40	$6.00	$13,008.00
17)	Concrete Sidewalk, 6"	382	Sft	$5.00	$1,910.00	$4.40	$1,680.80	$2.50	$955.00	$6.00	$2,292.00
18)	Concrete Sidewalk Ramp, ADA	2786	Sft	$5.00	$13,930.00	$6.00	$16,716.00	$12.00	$33,432.00	$6.00	$16,716.00
19)	HMA, 13A	61	Ton	$79.22	$4,832.42	$240.00	$14,640.00	$300.00	$18,300.00	$200.00	$12,200.00
20)	3" Topsoil, Seeding Mix Type THM, and Mulch	1056	Syd	$3.00	$3,168.00	$3.75	$3,960.00	$4.00	$4,224.00	$8.00	$8,448.00
21)	3" Topsoil and Sod	352	Syd	$7.00	$2,464.00	$5.20	$1,830.40	$12.00	$4,224.00	$11.00	$3,872.00
22)	Reset Frame and Cover	11	Ea	$227.00	$2,497.00	$400.00	$4,400.00	$210.00	$2,310.00	$250.00	$2,750.00
23)	Replace Frame and Cover	11	Ea	$500.00	$5,500.00	$600.00	$6,600.00	$650.00	$7,150.00	$850.00	$9,350.00
24)	Sawcut Tree Roots	55	Ft	$5.00	$275.00	$8.00	$440.00	$10.00	$550.00	$10.00	$550.00
25)	Integral Sidewalk Retaining Wall (6" or less)	50	Sft	$25.00	$1,250.00	$14.00	$700.00	$15.00	$750.00	$20.00	$1,000.00
26)	Integral Sidewalk Retaining Wall (6"-18")	25	Sft	$25.00	$625.00	$20.00	$500.00	$20.00	$500.00	$30.00	$750.00
27)	Detectable Warning, ADA	86	Ea	$185.00	$15,910.00	$365.00	$31,390.00	$180.00	$15,480.00	$240.00	$20,640.00
	TOTAL BID AMOUNT				$87,000.00		$122,385.20		$136,369.40		$139,760.00

H:\Municipal_Group Operations\Bid Tabs\Ypsi City\[bidtab 0094-13-0001.xls]Sheet1

REQUEST FOR LEGISLATION
July 8, 2014

FROM: Chief of Police Tony DeGiusti

SUBJECT: Replacement of Patrol Vehicles

Summary and Background:

In the FY 2014-15 budget funds were allocated from the Motor Pool account for the replacement of two patrol vehicles due to excessive wear, mileage and maintenance costs to safely operate the vehicles. The vehicles are scheduled to be replaced by two 2014 Ford Police Interceptors. The Ford Police Interceptor is specifically designed to be a patrol vehicle. It is equipped with all wheel drive for superior handling in all types of weather and will accommodate some of the current equipment at the police department. The cost to replace each vehicle is $24,520.00 or a total of $49,040.00.

The vehicle will be purchased under state bid pricing from Gorno Ford of Woodhaven, MI.

Action Requested:

Approve the purchase of two (2) 2014 Ford Police Interceptors from Gorno Ford in the amount of $49,040.00 to be paid for from the Motor Pool account #641-7-9330-987-10.

City Manager Approval: ______________________________ Council Agenda Date: __________________

City Manager Comments:

Finance Director Approval:____________________________

Resolution No. 2014-168
July 8, 2014

RESOLVED BY THE CITY COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti Police Department desires to replace two (2) Patrol Vehicle with 2014 Ford Police Interceptors, and

WHEREAS, the City of Ypsilanti Police Department has been allocated funds in the FY 2014-15 budget for the purpose of purchasing these vehicles, and

WHEREAS, Gorno Ford of Woodhaven, Michigan has provided State of Michigan bid pricing in the amount of $49,040.00.

THEREFORE BE IT RESOLVED, that the Chief of Police be authorized to sign all necessary documents needed to execute the vehicle purchase.

OFFERED BY:____

SUPPORTED BY:____

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION
July 8, 2014

From: Teresa Gillotti, Director of Community and Economic Development
Subject: Request from Thompson Block Partners for extension to PUD agreement of 6 months for Thompson Block project

Background:
In January 7, 2014 City Council approved the second reading of the rezoning of the properties comprising the Thompson Block Project from B3, R1 and HO to PUD to allow for the redevelopment of 16,000 sf of first floor commercial space and 16 upper story residential units.

Each PUD rezoning also includes a PUD agreement to provide the written detail related to the rezoning. As part of this agreement, and in line with standard site review practice, a requirement was included in Section A. 9. for the applicant to pull building permits within 6 months with all work to be completed within 2 years. Six months from the approval is July 7, 2014.

Currently the owners, Thompson Block Partners have not pulled building permits as they are focused on securing financing, transferring tenant letters-of-intent into leases, and finalizing building out plans that will impact building plans and building permit submissions. As a result, the Thompson Block partners are requesting an extension of 6 months.

Update on activities
In the 6 months since the PUD approval, the Thompson Block Partners have been working to finalize financing and secure tenants. Attached are 5 letters of intent of commercial parties that provide 100% occupancy of the first floor commercial areas. The Partners are in the process of converting them to long term leases. It's possible that some may be executed prior to the July 8th meeting. The partners will provide any additional updates at that time.

Related to financing, as a reminder, there are several levels of financing that are part of the project. Below is a table indicating the status showing the change from January to July if available.

Resolution No. 2014-_167
July 8, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The Ypsilanti City Council approved the rezoning, PUD and site plan for the Thompson Block project on January 7, 2014; and

WHEREAS, the Thompson Block Partners have shown substantial progress with securing tenants and project financing; and

WHEREAS, the Thompson Block Partners have requested a 6 month extension from July 7, 2014 to January 7, 2017;

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council approve a 6 month extension for Thompson Block Partners to pull building permits and commence actual physical construction on the Thompson Block Project.

OFFERED BY:____

SUPPORTED BY:____

YES: NO: ABSENT: VOTE:

Thompson Block Partners

April 2nd, 2014

Mr. Tyler Weston, Partner
Thompson Block Partners
400 N. River, Ypsilanti, MI 48197

Re: **Thompson Block, 400 N. River, Ypsilanti, MI 48197**

Subject: **Letter of Intent** Bay 5 + Bay 6

Dear Tyler:

I am pleased to provide you with this Letter of Intent which outlines the terms and conditions under which Espresso Royale or a company to be formed by ("Tenant") is interested in executing a Lease Agreement.

Landlord: Thompson Block Partners, LLC

Premises: Approximately ~~[illegible]~~ 3,300 square feet.

Use: Coffeehouse

<u>Lease Term</u> <u>One 5 year with 3 five year options</u>

Lease Rate: $16.00/sf + all utilities for 1st floor (2,200 SF) and $1~~[illegible]~~ 0..00sf + all utilities for lower level (approximately 1,100 SF).

Option Landlord shall grant Tenant the last 5 year option at price and terms reflective of the than prevailing market rate. Tenant Shall notify Landlord one hundred and eighty (180) days prior to Lease expiration of his intent to exercise said option.

Rent Commencement: At completion of Landlord's work (within one year) and legal Tenant occupancy.

Security Deposit: One month (due at lease execution).

Certificate of Landlord to obtain C of O and required approvals authorizing a

Occupancy:	Cafe.
Landlord's Work:	Landlord will deliver a white box space ready for tenant buildout. If tenant would like buildout included in the lease rate, this would be discussed at the tenant's convenience.
Tenants's Work:	Tenant build out of space.

This Letter of Intent does not constitute a binding agreement between the parties and neither party shall be bound until such time as a lease is executed and delivered to Tenant.

Sincerely,

AGREED AND ACCEPTED

TENANT:
Espresso Royale
[redacted]
By:
Its: President

LANDLORD:
Thompson Block Partners, LLC
[redacted]
By: Tyler Weston
Its: Partner

Thompson Block Partners

June 30th, 2014

Teresa Gillotti
City of Ypsilanti
One South Huron
City of Ypsilanti, MI 48197

Re: The Thompson Block Redevelopment
Project Status and Request for Extension on PUD & Site Plan Approval

Dear Ms. Gillotti,

Thank you for supporting the Thompson Block project every step of the way and assisting all involved in getting the PUD & Site Plan approved in January 2014. It is my understanding that without further action on our part that the PUD & Site Plan Approval would expire July 7th, 2014.

As such I am writing today to follow up on our June 6th letter and conference calls since regarding the status of the project to provide a comprehensive update on the project and to request a 6 month extension for meeting the construction start requirement.

As you know the Thompson Block Redevelopment Project is a critical project for Ypsilanti. It will take a severely dilapidated and more recently fire damaged 3 story 26,000sf historic structure on the edge of Ypsilanti's historic Depot Town commercial center and turn it into a vibrant mixed use facility containing 16 luxury loft residences and several retail / restaurant venues in approximately 14,000sf of first floor and accessible lower level space, and create on a recently acquired adjacent lot 26 dedicated parking spaces and related storm water management facilities.

The project will dramatically improve a highly visible stretch of River Street and the most important undeveloped corner in Depot Town, adding density immediately and attracting more with the creation of several new businesses and dozens of new jobs, bringing additional visitors to Depot Town and helping to support existing restaurant and retail establishments. Overall investment in the project will top $7 Million. Everyone appears to agree we must get this project completed.

That said, while great progress has been made we have continued to see a slower response than expected on numerous fronts with regard to assembling this complicated project and the extension requested above is necessary to see us through to completion.

To respond to the contingencies in your Letter of Interest and provide you with an overall update on progress toward project initiation I am pleased to provide the following information:

Site Plan and related City Approvals: The project is currently approved by the City of Ypsilanti with the exception of a building permit and historic district commission approval which are pending the completion of our revised drawings now underway. The PUD $ Site Plan Extension requested here is critical to both our local ability to proceed, but just as importantly to signal to the County and State, and to the Financial and Incentives groups we are working with aggressively to complete the overall financial package for the project that the project will continue.

Tax Credit / Incentive Resources

- Our Historic Part 1 and 2 are approved, and Federal, State, and State Enhanced credits remain available to the project in the amounts previously discussed. Syndecation commitments are pending coordination with a bridge loan under discussion with both Develop Michigan Inc. (DMI) and the Michigan Mezzanine Fund: see additional information below.

- The brownfield plan has been approved by the City of Ypsilanti and Washtenaw County to continue our MBT credit and TIF Re-capture and with our signed reimbursement agreement now received are in the process of finalizing our 381 Work Plan for submission to the State.

- We are in active discussions with the National Trust Community Investment Corporation and additional back-up resources for the syndication of our Tax Credits

Commercial Leasing: We have commitments for 100% of our Commercial space from a combination of well known and / or well financed tenants The 4 tenants are Espresso Royale (approximately 3,200sf), a Zingerman's concept restaurant (approximately 3,000sf), Unity Vibration (2,200sf), and a Bar & Performance Venue (approximately 5,000sf) currently referred to as The "Barracks Bar". Copies of the Letters of Intent (LOI's) confirming the prospective tenant's acceptance of our published lease rates and terms are attached. We have issued draft leases to each of the 4 tenants and lease signings are imminent.

Current job estimates for each tenant are as follows: Espresso Royale 7 to 10, Zingerman's 25 to 40, Unity Vibration 3 to 5, Barracks Bar 15 to 20.

Residential Leasing: While we have made no effort with regard to residential leasing, it being too early in the process to do so, we do have unsolicited commitment. We have established a great website www.ThompsonBlock.com to support this process and will start marketing our remaining 15 loft units more aggressively once construction starts.

Construction: Thompson Block Partners, LLC has signed a construction management contract with JC Beal Construction Inc. JC Beal will be completing the project under a Guaranteed Maximum Price, and will be ready to start as soon as financing is in place and architecture is complete. JC Beal anticipates assigning its best project manager Jeff Laswell and a great supporting team to the project. Jeff Laswell is very experienced with building renovation work, and specifically Ypsilanti loft construction through his role as project manager for the very similar 2005 West Michigan Luxury Lofts project.

Architecture & Engineering: Our architect David Lavender & Associates is at work on revising our existing drawings to incorporate the new site plan and a number of modest unit modifications, and to update code information. Johnston Structural Design and SSC (Mechanical and Electrical) Engineering have been added to the team to complete the fire damage repair design and incorporate additional code updates that have been determined necessary. Their work is well underway, with completion anticipated in early August.

Equity: When we last updated the City with regard to this issue we were in need of approximately $1.8 Million in equity. As of today we have located confirmed sources for all but $400,000 of that requirement, and we have solid leads for the rest. With its new board, including several of our larger investors now involved, final commitments for the remaining funds are imminent.

Debt Financing:

- **Construction to Permanent Loan**: With a completed appraisal (attached) that supports our financial projections and proposed loan value in hand, North Star Bank of Ann Arbor is continuing with their due diligence toward a formal loan offer that can be expected to be submitted within 30 days.

- **Bridge / Tax Credit Financing:** We are in active discussions with both the Develop Michigan Fund (DMI), and the Michigan Mezzanine Fund (MMF). MMF, a newly established program looking for a quick "win" views the Thompson Block as a great opportunity to show what they can do. In addition to the bridge funding opportunity MMF also brings an alternate permanent financing scheme to the table that we are exploring as back-up to the Northstar Bank discussions. One or both of these scenarios will soon result in a formal commitment on a timeline that works with the other financing components.

Project Schedule: With every component of assembling this complex project approaching completion we continue to anticipate beginning construction in earnest prior to year end and completing the renovation in time for residential occupancy in late 2015.

The Thompson Block Redevelopment Project continues to be a challenge, but one that Thompson Block Partners is 100% committed to seeing through to completion and occupancy. While disappointed that some tasks have dragged on longer than preferred, we have made, and continue to make, rapid progress and remain confident of completing the assembly of this deal in 2014.

As such we look forward to your continued cooperation in our project, and again request a 6 month extension of the projects PUD & Site Plan Approval.

Sincerely,

[redacted]

Fred J. Beal, Partner
Thompson Block Partners LLC

	January 2014	July 2014
Private investment shares - $10,000 each - goal of $1.74 million	Minimal number of shares or 10% complete.	$400,000 needed or 77% percent complete.
Bank Loan	No offer	Appraisal complete and letter of intent issued from North Star Bank
MEDC MBT credit renewal	Approved	Extension requested to match city extension
MEDC CRP grant	Application	$626,217 approved. Extension requested to match city extension
State Enhanced Historic Preservation tax Credits	Approved	Approved
Federal Historic Preservation Tax Credits	Approved	Approved
Brownfield TIF	Application submitted	Approved March 18, 2014
City of Ypsilanti OPRA	Application submitted	Approved March 18, 2014
Bridge Loan	No offer	Conversations with Develop Michigan

Other deadlines
As noted this is an extension request for the PUD agreement and site plan. Council had asked that the property be added to the dangerous buildings' list noting that as they support the redevelopment, they would like recourse if the redevelopment does not happen. The 18 month deadline (if work is not underway) would be April 3, 2015.

This extension would give the Thompson Block partners until January 7, 2015 to pull building permits "..commence actual physical construction.." As noted in the attached letter from the Thompson Block Partners, their intent is to begin construction as soon as financing and building permits and HDC approval have been confirmed and to have residential occupancy by late 2015. The City's OPRA approval deadline for construction to be complete coincides with the State of Michigan's deadline for the State Enhanced credits construction deadline.

Evaluation of request
Extension requests for site plans (duration 6 months) are not uncommon. Planning commission approved two 6 month extensions in June and is expected another extension request in July (for Parkridge Homes).

The progress with financing is significant, as is movement from a bank to first, order and pay for an appraisal and to provide the letter of interest. The deadline for the historic preservation tax credits is a significant one, as not meeting those deadlines would jeopardize the project. Providing a single extension would allow needed time to secure leases, finalize financing, finish architectural plans based on build-out needs, and commence construction.

Recommendation: Approval.

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

ATTACHMENTS:

- Letters of Intent
- Northstar Bank Letter of Intent
- Request and update from Thompson Block Partners
- Resolution

CITY MANAGER APPROVAL: ______________________ COUNCIL AGENDA DATE: __________

CITY MANAGER COMMENTS: ______________________

FISCAL SERVICES DIRECTOR APPROVAL: ______________________

Thompson Block Partners

April 15th, 2014

Mr. Tyler Weston, Partner
Thompson Block Partners
400 N. River, Ypsilanti, MI 48197

Re: **Thompson Block, 400 N. River, Ypsilanti, MI 48197**

Subject: **Letter of Intent**

Dear Tyler:

I am pleased to provide you with this Letter of Intent which outlines the terms and conditions under which The Barracks Bar or a company to be formed by ("Tenant") is interested in executing a Lease Agreement.

Landlord:	Thompson Block Partners, LLC
Premises:	Approximately 5,000 square feet.
Use:	Restaurant
Lease Term	One 5 year with 3 five year options
Lease Rate:	\$16.00/sf + all utilities for 1st floor (3,000 SF) and \$10.00sf + all utilities for lower level (approximately 2,000 SF).
Option	Landlord shall grant Tenant the last 5 year option at price and terms reflective of the than prevailing market rate. Tenant Shall notify Landlord one hundred and eighty (180) days prior to Lease expiration of his intent to exercise said option.
Rent Commencement:	At completion of Landlord's work (within one year) and legal Tenant occupancy.
Security Deposit:	One month (due at lease execution).
Certificate of	Landlord to obtain C of O and required approvals authorizing a

Occupancy: Restaurant

Landlord's Work: Landlord will deliver a white box space ready for tenant buildout. If tenant would like buildout included in the lease rate, this would be discussed at the tenant's convenience.

Tenants's Work: Tenant build out of space.

This Letter of Intent does not constitute a binding agreement between the parties and neither party shall be bound until such time as a lease is executed and delivered to Tenant.

Sincerely,

AGREED AND ACCEPTED

TENANT:
The Barracks Bar
[redacted]

By:
Its: BARRACK'S BAR
currently to be formed

LANDLORD:
Thompson Block Partners, LLC
[redacted]

By: Tyler Weston
Its: Partner

Thompson Block Partners

RESERVATION AGREEMENT

This agreement (the Agreement) is made by Thompson Block Partners, LLC a Michigan corporation, of 221 Felch, Suite 6, Ann Arbor, MI 48103 (Landlord), and **Amy Conway 363-04-9900 & Michael Restum 383-66-3204** (Depositor), of 208 W. Michigan #3J, Ypsilanti, MI.

1. **Reservation of unit.** Depositor wishes to reserve the right to rent from Landlord, under the terms and conditions of this Agreement and the attached form Residential Lease, Unit No. **302** in the Thompson Block, 400 N. River, Ypsilanti, Michigan 48197.

2. Rental Terms. The monthly rent of the Unit shall be **$1,168.00**. The security deposit shall be **$1,168.00** payable upon lease signing.

3. **Reservation deposit.** Upon completion of the Application to Rent Property, Depositor paid $0 in addition to the non-refundable application fee of $0. In consideration of this reservation, Depositor deposits an additional **$292.00** (25% of first month's rent) for a total Deposit in the amount of **$292.00**. The Reservation Deposit shall be held by Landlord in its separate account limited to reservation deposits and residential tenant security deposits.

4. **Transfer of deposit.** Depositor agrees that, on Landlord's request, Depositor will sign and deliver to Landlord a signed Residential Lease for the Unit that will specify in greater detail the terms of the rental agreement together with all obligations of Landlord and Depositor respecting the rental of the Unit. The Reservation Deposit shall be applied to Depositor's first month's rent requirement under the terms of the Residential Lease.

5. **Default.** If Depositor fails or refuses for 7 days after Developer's request to (a) sign and deliver the Residential Lease or (b) to pay the balance of the first month's rent and the security deposit required by the Residential Lease, this Agreement shall, at Landlord's option, terminate, and the full Deposit shall be forfeited by the Depositor.

6. **Effect of agreement.** This Agreement is not a lease agreement. No lien of any sort is acquired by Depositor on the Unit covered by this Agreement. The Landlord's liability under this Agreement is at all times limited to the return of the Deposit to Depositor without interest.

DEPOSITOR

[redacted]

Amy Conway

[redacted]

Michael Restum

LANDLORD
Thompson Block Partners, LLC.

By: [redacted]

Stewart Beal, Member

Thompson Block Partners

March 10, 2014

Mr. Tyler Weston, Partner
Thompson Block Partners
400 N. River, Ypsilanti, MI 48197

Re: **Thompson Block, 400 N. River, Ypsilanti, MI 48197**

Subject: **Letter of Intent**

Dear Tyler:

I am pleased to provide you with this Letter of Intent which outlines the terms and conditions under which San Street LLC or company to be formed by ("Tenant") is interested in executing a Lease Agreement.

Landlord:	Thompson Block Partners, LLC
Premises:	2,000 to 3,000 sf of 1st Floor Space
Use:	Up to 1,100sf of basement space is also available.
<u>Lease Term</u>	<u>One 5 year with 3 five year options</u>
Lease Rate:	\$16.00/sf + all utilities for 1st floor (1,742 SF) and \$10.00sf + all utilities for lower level (approximately 1000 SF).
Option	Landlord shall grant Tenant the last 5 year option at price and terms reflective of the than prevailing market rate. Tenant Shall notify Landlord one hundred and eighty (180) days prior to Lease expiration of his intent to exercise said option.
Rent Commencement:	At completion of Landlord's work (within one year) and legal Tenant occupancy.
Security Deposit:	One month (due at lease execution).
Certificate of	Landlord to obtain C of O and required approvals authorizing a

Occupancy:

Landlord's Work:	Landlord will deliver a white box space ready for tenant buildout. If tenant would like buildout included in the lease rate, this would be discussed at the tenant's convenience.
Tenants's Work:	Tenant buildout of space.

This Letter of Intent does not constitute a binding agreement between the parties and neither party shall be bound until such time as a lease is executed and delivered to Tenant.

Sincerely,

AGREED AND ACCEPTED

TENANT:
San Street, LLC
[redacted]
By: Paul Saginaw
Its: Secretary

LANDLORD:
Thompson Block Partners, LLC
[redacted]
By: Tyler Weston
Its: Partner

Thompson Block Partners

March 10, 2014

Mr. Tyler Weston, Partner
Thompson Block Partners
400 N. River, Ypsilanti, MI 48197

Re: **Thompson Block, 400 N. River, Ypsilanti, MI 48197**

Subject: **Letter of Intent**

Dear Tarek and Rachel Kannan:

I am pleased to provide you with this Letter of Intent which outlines the terms and conditions under which Unity Vibration or company to be formed by ("Tenant") is interested in executing a Lease Agreement.

Landlord:	Thompson Block Partners, LLC
Premises:	400 N River, Bay 3
Use:	Tasting Room / Kitchen
<u>Lease Term</u>	<u>One 5 year with 3 five year options</u>
Lease Rate:	$16.00/sf + all utilities for 1st floor (1,100 SF) and $10.00sf + all utilities for lower level (approximately 1000 SF).
Option	Landlord shall grant Tenant the last 5 year option at price and terms reflective of the than prevailing market rate. Tenant Shall notify Landlord one hundred and eighty (180) days prior to Lease expiration of his intent to exercise said option.
Rent Commencement:	At completion of Landlord's work (within one year) and legal Tenant occupancy.
Security Deposit:	One month (due at lease execution).

Certificate of Occupancy:	Landlord to obtain C of O and required approvals authorizing a
Landlord's Work:	Landlord will deliver a white box space ready for tenant buildout. If tenant would like buildout included in the lease rate, this would be discussed at the tenant's convenience.
Tenants's Work:	Tenant buildout of space.

This Letter of Intent does not constitute a binding agreement between the parties and neither party shall be bound until such time as a lease is executed and delivered to Tenant.

Sincerely,

AGREED AND ACCEPTED

TENANT:
[redacted]

By:
Its: President

LANDLORD:
Thompson Block Partners, LLC

By: Tyler Weston
Its: Partner

Northstar Bank • Guiding the Way • www.northstarathome.com

MR. FRED BEAL, MEMBER

THOMPSON BLOCK PARTNERS LLC

221 FELCH ST STE 2

ANN ARBOR, MI, US, 48103

JUNE 10, 2014

RE: THOMPSON BLOCK REDEVELOPMENT FINANCING REQUEST

DEAR FRED,

THANKS FOR THE OPPORTUNITY TO PRESENT A CONSTRUCTION / MINI PERM FINANCING PROPOSAL FOR THE THOMPSON BLOCK REDEVELOPMENT.

HAVING RECEIVED AND REVIEWED THE APPRAISAL WE ARE NOW IN A POSITION TO START THE CONSTRUCTION LOAN APPLICATION. THE FOLLOWING IS A LISTING OF INFORMATION WE WILL NEED TO MOVE FORWARD:

- COPY OF MASTER LEASES FOR RETAIL SPACES AND APARTMENTS SO WE CAN SUBMIT TO OUR LEGAL STAFF FOR REVIEW AND APPROVAL
- COPY OF ENVIRONMENTAL DUE DILIGENCE REPORTS, PROPERTY SURVEY AND TITLE WORK FOR REVIEW AND APPROVAL BY OUR IN HOUSE LEGAL STAFF.
- COPY OF PARTNERSHIP AGREEMENTS SO WE CAN SUBMIT TO OUR LEGAL STAFF FOR REVIEW AND APPROVAL
- RESUMES FOR EACH OF THE PROJECT PARTNERS IN ADDITION TO CURRENT PERSONAL FINANCIAL STATEMENTS; VERIFICATION OF LIQUIDITY; 3 YEARS OF PERSONAL TAX RETURNS INCLUDING COPIES OF ALL K-1'S
- 3 YEARS OF CPA PREPARED F/S FOR JC BEAL CONSTRUCTION COMPANY ALONG WITH CURRENT DETAILED WIP LISTING
- DETAILED LISTING OF COMPLETED HISTORICAL DEVELOPMENT PROJECTS, INCLUDING SOURCES AND USES OF FUNDING AND DETAILS ON MONETIZING TAX CREDITS
- UPDATED SOURCES AND USES FOR THOMPSON BLOCK WITH DETAIL ON THE SOURCES OF EQUITY/SUBORDINATED DEBT FINANCING PROPOSED.

LET ME KNOW WHEN THE ABOVE IS READY AND WE CAN ARRANGE A MEETING TO PICK UP AND MEET THE PARTNERS.

SINCERELY

[redacted]

MARK ABEN

SVP

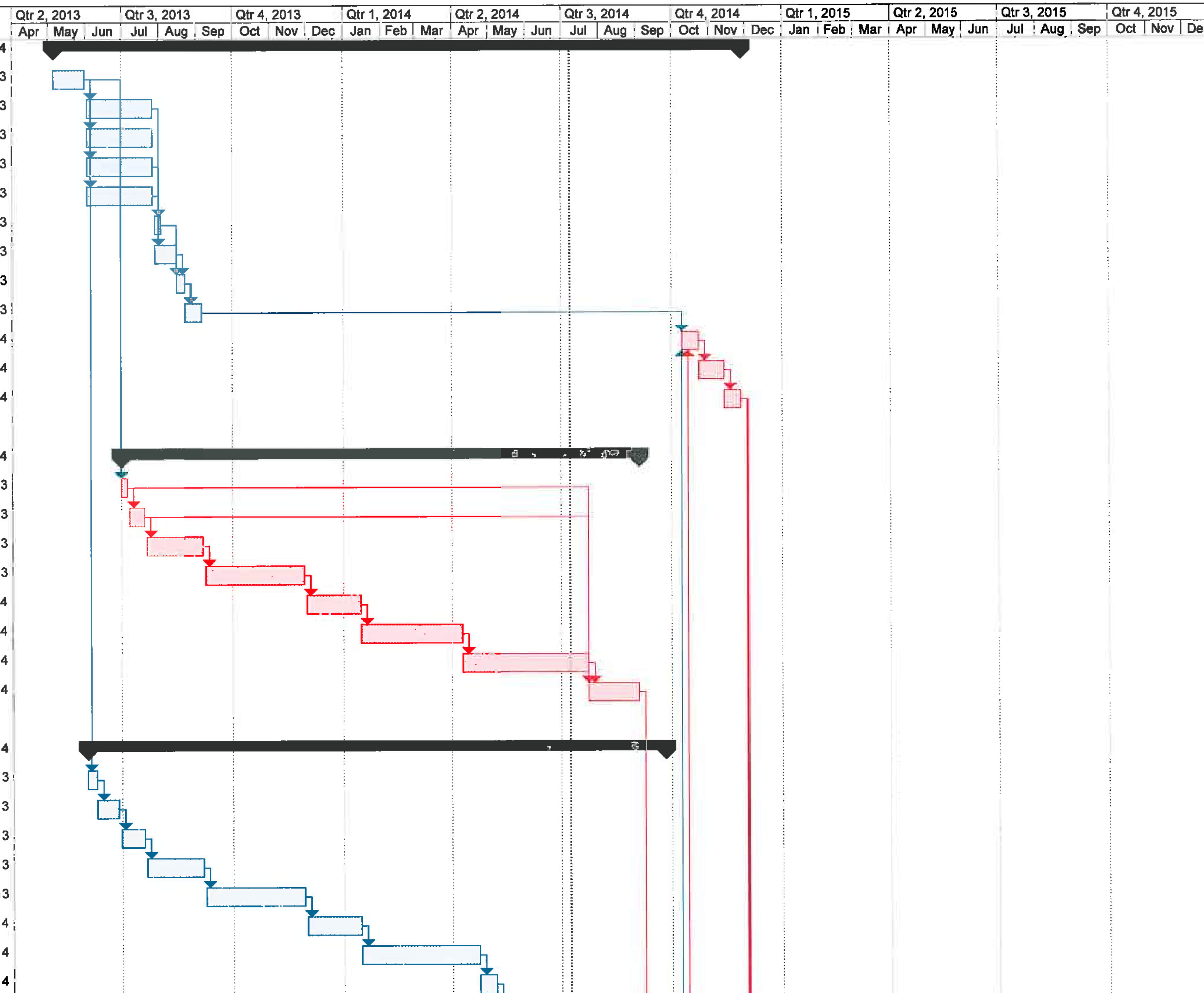
734-527-4118

JCBeal CONSTRUCTION INC.
Precisely as intended.

THOMPSON BLOCK REDEVELOPMENT PROJECT

Thompson Block Partners

ID	Task Name	Duration	Start	Finish
1	**DEVELOPMENT TASKS**	**409 days**	**Mon 05/06/13**	**Thu 11/27/14**
2	Update Budget Estimates and Financials	20 days	Mon 05/06/13	Fri 05/31/13
3	Update Approved Incentives	40 days	Mon 06/03/13	Fri 07/26/13
4	Bank Discussions	40 days	Mon 06/03/13	Fri 07/26/13
5	CRP Discussions	40 days	Mon 06/03/13	Fri 07/26/13
6	Bridge Loan Discussions	40 days	Mon 06/03/13	Fri 07/26/13
7	Revise Estimates and Financials	5 days	Mon 07/29/13	Fri 08/02/13
8	Submit Due Diligence Information	14 days	Mon 07/29/13	Thu 08/15/13
9	Refine Bank / CRP Submissions	5 days	Fri 08/16/13	Thu 08/22/13
10	Bank / CRP Review and Loan Commitments	10 days	Fri 08/23/13	Thu 09/05/13
11	Finalize Document Submission	10 days	Fri 10/10/14	Thu 10/23/14
12	Receive Bank / CRP Loan Approvals	15 days	Fri 10/24/14	Thu 11/13/14
13	Loan Closing	10 days	Fri 11/14/14	Thu 11/27/14
14				
15	**DESIGN AND ENGINEERING TASKS**	**308 days**	**Mon 07/01/13**	**Wed 09/03/14**
16	Engage AE and Civil Engineer	5 days	Mon 07/01/13	Fri 07/05/13
17	Complete Draft Civil Engineering for Site Pl	10 days	Mon 07/08/13	Fri 07/19/13
18	Draft Site Plan / PUD Submission	35 days	Mon 07/22/13	Fri 09/06/13
19	Finalize Site Plan / PUD Submission	60 days	Mon 09/09/13	Fri 11/29/13
20	Negotiate / Sign PUD Agreement	33 days	Mon 12/02/13	Wed 01/15/14
21	Review Project Scope with Lenders etc	60 days	Thu 01/16/14	Wed 04/09/14
22	Update Architectural Drawings	75 days	Thu 04/10/14	Wed 07/23/14
23	Update M&E and Structural Drawings	30 days	Thu 07/24/14	Wed 09/03/14
24				
25	**CITY APPROVAL TASKS**	**344 days**	**Mon 06/03/13**	**Thu 09/25/14**
26	Submit Schedule Extension Letter	6 days	Mon 06/03/13	Mon 06/10/13
27	Submit Alley / Lot Combo Application	14 days	Tue 06/11/13	Fri 06/28/13
28	Submit Site Plan / PUD Application	15 days	Mon 07/01/13	Fri 07/19/13
29	Draft Site Plan / PUD Submission	35 days	Mon 07/22/13	Fri 09/06/13
30	Finalize Site Plan / PUD Submission	60 days	Mon 09/09/13	Fri 11/29/13
31	Negotiate / Sign PUD Agreement	33 days	Mon 12/02/13	Wed 01/15/14
32	Review Progress w/ City / County / State	70 days	Thu 01/16/14	Wed 04/23/14
33	Alert City to PUD Extention requirement	10 days	Thu 04/24/14	Wed 05/07/14



JCBeal CONSTRUCTION INC.
Precisely as intended.

THOMPSON BLOCK REDEVELOPMENT PROJECT

Thompson Block Partners

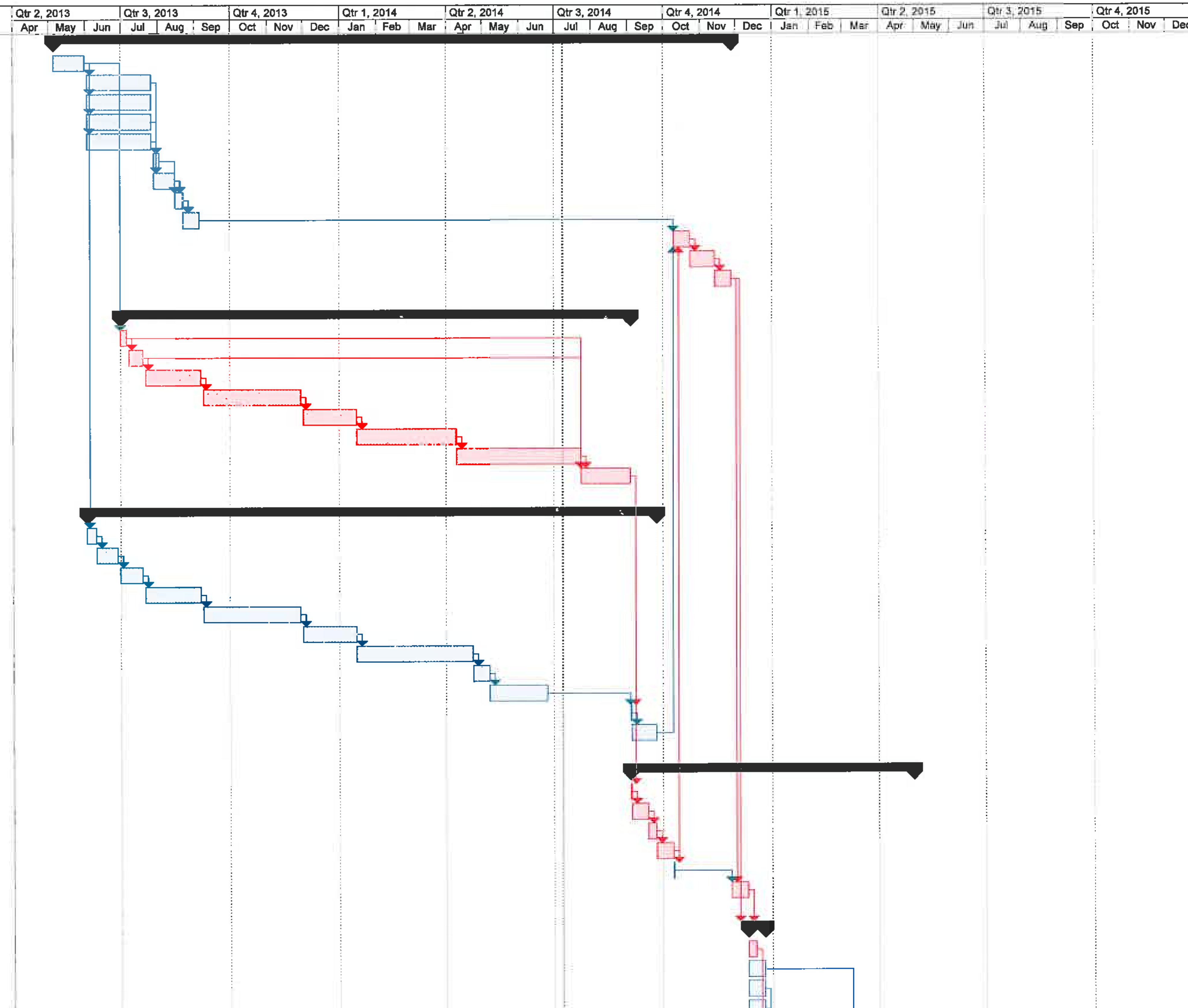
ID	Task Name	Duration	Start	Finish
34	Submit Formal PUD Extension Request	35 days	Thu 05/08/14	Wed 06/25/14
35	Submit Building Plans for Review	1 day	Thu 09/04/14	Thu 09/04/14
36	Building Permit Approval	15 days	Fri 09/05/14	Thu 09/25/14
37				
38	**PRECONSTRUCTION TASKS**	**171 days**	**Thu 09/04/14**	**Thu 04/30/15**
39	Issue Bid Docs for Formal Pricing	1 day	Thu 09/04/14	Thu 09/04/14
40	Site Meetings & RFI Responces	10 days	Fri 09/05/14	Thu 09/18/14
41	Accept Subcontract Bids	5 days	Fri 09/19/14	Thu 09/25/14
42	Negotiate Subs and Finalize GMP	10 days	Fri 09/26/14	Thu 10/09/14
43	Review GMP with Investors	1 day	Fri 10/10/14	Fri 10/10/14
44	Receive investor / Bank Approval to Procee	10 days	Fri 11/28/14	Thu 12/11/14
45				
46	**Issue General Trade Contracts**	**10 days**	**Fri 12/12/14**	**Thu 12/25/14**
72				
73	**Produce / Approve Submittals**	**30 days**	**Fri 12/26/14**	**Thu 02/05/15**
98				
99	**Procure Long Lead Items**	**70 days**	**Fri 01/23/15**	**Thu 04/30/15**
111				
112	**CONSTRUCTION TASKS**	**230 days**	**Fri 12/19/14**	**Thu 11/05/15**
136				
137	**General Building Construction**	**155 days**	**Fri 12/19/14**	**Thu 07/23/15**
159				
113	**Exterior Façade**	**105 days**	**Fri 01/16/15**	**Thu 06/11/15**
125				
126	**Site Construction**	**34 days**	**Fri 03/06/15**	**Wed 04/22/15**
160				
161	**Floor Buildout**	**135 days**	**Fri 05/01/15**	**Thu 11/05/15**
162	**2nd Floor**	**115 days**	**Fri 05/01/15**	**Thu 10/08/15**
178				
179	**3rd Floor**	**115 days**	**Fri 05/29/15**	**Thu 11/05/15**
195				
196	**THOMPSON BLOCK COMPLETE**	**0 days**	**Thu 11/05/15**	**Thu 11/05/15**

JCBeal CONSTRUCTION INC.
Precisely as intended.

THOMPSON BLOCK REDEVELOPMENT PROJECT

Thompson Block Partners

ID	Task Name	Duration	Start	Finish	Predecessors
1	**DEVELOPMENT TASKS**	**409 days**	**Mon 5/6/13**	**Thu 11/27/14**	
2	Update Budget Estimates and Financials	20 days	Mon 5/6/13	Fri 5/31/13	
3	Update Approved Incentives	40 days	Mon 6/3/13	Fri 7/26/13	2
4	Bank Discussions	40 days	Mon 6/3/13	Fri 7/26/13	2
5	CRP Discussions	40 days	Mon 6/3/13	Fri 7/26/13	2
6	Bridge Loan Discussions	40 days	Mon 6/3/13	Fri 7/26/13	2
7	Revise Estimates and Financials	5 days	Mon 7/29/13	Fri 8/2/13	3,6
8	Submit Due Diligence Information	14 days	Mon 7/29/13	Thu 8/15/13	5,3
9	Refine Bank / CRP Submissions	5 days	Fri 8/16/13	Thu 8/22/13	7,8
10	Bank / CRP Review and Loan Commitment:	10 days	Fri 8/23/13	Thu 9/5/13	9
11	Finalize Document Submission	10 days	Fri 10/10/14	Thu 10/23/14	10,42,36
12	Receive Bank / CRP Loan Approvals	15 days	Fri 10/24/14	Thu 11/13/14	11
13	Loan Closing	10 days	Fri 11/14/14	Thu 11/27/14	12
14					
15	**DESIGN AND ENGINEERING TASKS**	**308 days**	**Mon 7/1/13**	**Wed 9/3/14**	
16	Engage AE and Civil Engineer	5 days	Mon 7/1/13	Fri 7/5/13	2
17	Complete Draft Civil Engineering for Site Pla	10 days	Mon 7/8/13	Fri 7/19/13	16
18	Draft Site Plan / PUD Submission	35 days	Mon 7/22/13	Fri 9/6/13	17
19	Finalize Site Plan / PUD Submission	60 days	Mon 9/9/13	Fri 11/29/13	18
20	Negotiate / Sign PUD Agreement	33 days	Mon 12/2/13	Wed 1/15/14	19
21	Review Project Scope with Lenders etc	60 days	Thu 1/16/14	Wed 4/9/14	20
22	Update Architectural Drawings	75 days	Thu 4/10/14	Wed 7/23/14	21
23	Update M&E and Structural Drawings	30 days	Thu 7/24/14	Wed 9/3/14	16,17,22
24					
25	**CITY APPROVAL TASKS**	**344 days**	**Mon 6/3/13**	**Thu 9/25/14**	
26	Submit Schedule Extension Letter	6 days	Mon 6/3/13	Mon 6/10/13	2
27	Submit Alley / Lot Combo Application	14 days	Tue 6/11/13	Fri 6/28/13	26
28	Submit Site Plan / PUD Application	15 days	Mon 7/1/13	Fri 7/19/13	27
29	Draft Site Plan / PUD Submission	35 days	Mon 7/22/13	Fri 9/6/13	28
30	Finalize Site Plan / PUD Submission	60 days	Mon 9/9/13	Fri 11/29/13	29
31	Negotiate / Sign PUD Agreement	33 days	Mon 12/2/13	Wed 1/15/14	30
32	Review Progress w/ City / County / State	70 days	Thu 1/16/14	Wed 4/23/14	31
33	Alert City to PUD Extention requirement	10 days	Thu 4/24/14	Wed 5/7/14	32
34	Submit Formal PUD Extension Request	35 days	Thu 5/8/14	Wed 6/25/14	33
35	Submit Building Plans for Review	1 day	Thu 9/4/14	Thu 9/4/14	23,34
36	Building Permit Approval	15 days	Fri 9/5/14	Thu 9/25/14	35
37					
38	**PRECONSTRUCTION TASKS**	**171 days**	**Thu 9/4/14**	**Thu 4/30/15**	
39	Issue Bid Docs for Formal Pricing	1 day	Thu 9/4/14	Thu 9/4/14	23
40	Site Meetings & RFI Responces	10 days	Fri 9/5/14	Thu 9/18/14	39
41	Accept Subcontract Bids	5 days	Fri 9/19/14	Thu 9/25/14	40
42	Negotiate Subs and Finalize GMP	10 days	Fri 9/26/14	Thu 10/9/14	41
43	Review GMP with Investors	1 day	Fri 10/10/14	Fri 10/10/14	42
44	Receive investor / Bank Approval to Procee	10 days	Fri 11/28/14	Thu 12/11/14	43,13
45					
46	**Issue General Trade Contracts**	**10 days**	**Fri 12/12/14**	**Thu 12/25/14**	**13,44**
47	Demolition	5 days	Fri 12/12/14	Thu 12/18/14	
48	Site Work	10 days	Fri 12/12/14	Thu 12/25/14	
49	Concrete	10 days	Fri 12/12/14	Thu 12/25/14	
50	Building Masonry	10 days	Fri 12/12/14	Thu 12/25/14	



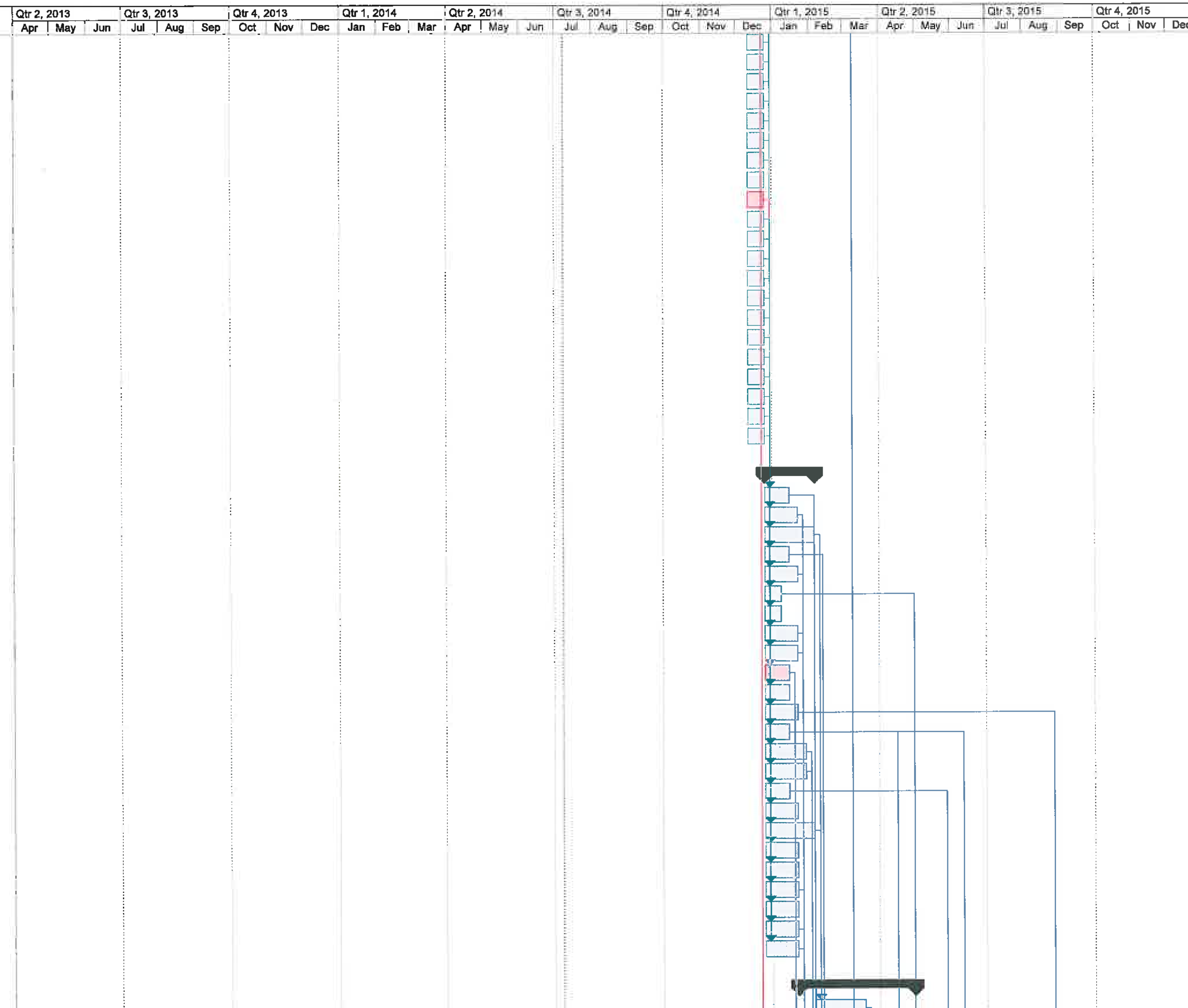
Thompson Block Redevelopment Schedule
July 7, 2014 Update

JCBeal CONSTRUCTION INC.
Precisely as intended.

THOMPSON BLOCK
REDEVELOPMENT PROJECT

Thompson Block Partners

ID	Task Name	Duration	Start	Finish	Predecessors
51	Metal Fabrications	10 days	Fri 12/12/14	Thu 12/25/14	
52	Rough Carpentry	10 days	Fri 12/12/14	Thu 12/25/14	
53	Finish Carpentry / Millwork	10 days	Fri 12/12/14	Thu 12/25/14	
54	Roofing / Siding	10 days	Fri 12/12/14	Thu 12/25/14	
55	Joint Sealants	10 days	Fri 12/12/14	Thu 12/25/14	
56	Doors	10 days	Fri 12/12/14	Thu 12/25/14	
57	Windows	10 days	Fri 12/12/14	Thu 12/25/14	
58	Storefront Windows	10 days	Fri 12/12/14	Thu 12/25/14	
59	Metal Stud / Gypsum Board	10 days	Fri 12/12/14	Thu 12/25/14	
60	Acoustical Ceiling	10 days	Fri 12/12/14	Thu 12/25/14	
61	Flooring	10 days	Fri 12/12/14	Thu 12/25/14	
62	Painting	10 days	Fri 12/12/14	Thu 12/25/14	
63	Cabinets	10 days	Fri 12/12/14	Thu 12/25/14	
64	Countertops	10 days	Fri 12/12/14	Thu 12/25/14	
65	Fire Extinguishers	10 days	Fri 12/12/14	Thu 12/25/14	
66	Toilet Accessories	10 days	Fri 12/12/14	Thu 12/25/14	
67	Elevator	10 days	Fri 12/12/14	Thu 12/25/14	
68	Fire Sprinkler Systems	10 days	Fri 12/12/14	Thu 12/25/14	
69	Plumbing	10 days	Fri 12/12/14	Thu 12/25/14	
70	HVAC	10 days	Fri 12/12/14	Thu 12/25/14	
71	Electrcial	10 days	Fri 12/12/14	Thu 12/25/14	
72					
73	**Produce / Approve Submittals**	**30 days**	**Fri 12/26/14**	**Thu 2/5/15**	
74	Concrete	15 days	Fri 12/26/14	Thu 1/15/15	49
75	Building Masonry	20 days	Fri 12/26/14	Thu 1/22/15	50
76	Metal Fabrications	30 days	Fri 12/26/14	Thu 2/5/15	51
77	Rough Carpentry	15 days	Fri 12/26/14	Thu 1/15/15	52
78	Finish Carpentry / Millwork	20 days	Fri 12/26/14	Thu 1/22/15	53
79	Roofing / Siding	10 days	Fri 12/26/14	Thu 1/8/15	54
80	Joint Sealants	10 days	Fri 12/26/14	Thu 1/8/15	55
81	Doors	20 days	Fri 12/26/14	Thu 1/22/15	56
82	Windows	20 days	Fri 12/26/14	Thu 1/22/15	57
83	Metal Stud / Gypsum Board	15 days	Fri 12/26/14	Thu 1/15/15	59
84	Acoustical Ceiling	15 days	Fri 12/26/14	Thu 1/15/15	60
85	Flooring	20 days	Fri 12/26/14	Thu 1/22/15	61
86	Painting	15 days	Fri 12/26/14	Thu 1/15/15	62
87	Cabinets	25 days	Fri 12/26/14	Thu 1/29/15	63
88	Countertops / Stone	25 days	Fri 12/26/14	Thu 1/29/15	64
89	Fire Extinguishers	15 days	Fri 12/26/14	Thu 1/15/15	65
90	Toilet Accessories	20 days	Fri 12/26/14	Thu 1/22/15	66
91	Elevator	30 days	Fri 12/26/14	Thu 2/5/15	67
92	Fire Sprinkler Systems	20 days	Fri 12/26/14	Thu 1/22/15	68
93	Plumbing	20 days	Fri 12/26/14	Thu 1/22/15	69
94	HVAC	20 days	Fri 12/26/14	Thu 1/22/15	70
95	Electrical	20 days	Fri 12/26/14	Thu 1/22/15	71
96	Plumbing Fixtures	20 days	Fri 12/26/14	Thu 1/22/15	69
97	Electrical Fixtures	20 days	Fri 12/26/14	Thu 1/22/15	71
98					
99	**Procure Long Lead Items**	**70 days**	**Fri 1/23/15**	**Thu 4/30/15**	
100	Metal Fabrications	30 days	Fri 2/6/15	Thu 3/19/15	76

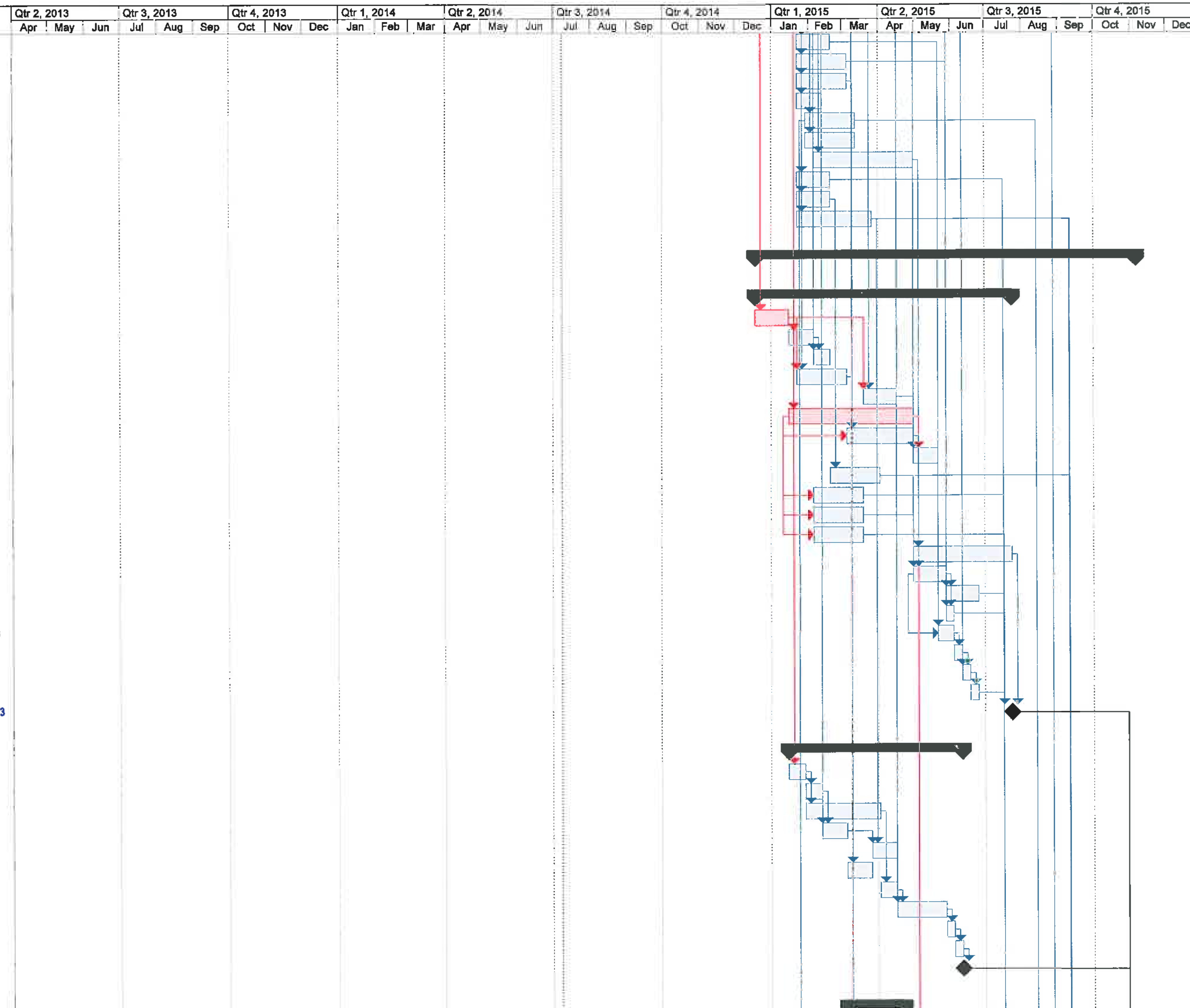


JCBeal CONSTRUCTION INC.
Precisely as intended.

THOMPSON BLOCK REDEVELOPMENT PROJECT

Thompson Block Partners

ID	Task Name	Duration	Start	Finish	Predecessors
101	Finish Carpentry / Millwork	20 days	Fri 1/23/15	Thu 2/19/15	78
102	Doors	30 days	Fri 1/23/15	Thu 3/5/15	81
103	Windows	30 days	Fri 1/23/15	Thu 3/5/15	82
104	Flooring	15 days	Fri 1/23/15	Thu 2/12/15	85
105	Cabinets	30 days	Fri 1/30/15	Thu 3/12/15	87
106	Countertops / Stone	30 days	Fri 1/30/15	Thu 3/12/15	88
107	Elevator	60 days	Fri 2/6/15	Thu 4/30/15	91
108	Plumbing Fixtures	20 days	Fri 1/23/15	Thu 2/19/15	96
109	HVAC	20 days	Fri 1/23/15	Thu 2/19/15	94
110	Electrical Fixtures	45 days	Fri 1/23/15	Thu 3/26/15	97
111					
112	**CONSTRUCTION TASKS**	**230 days**	**Fri 12/19/14**	**Thu 11/5/15**	
136					
137	**General Building Construction**	**155 days**	**Fri 12/19/14**	**Thu 7/23/15**	
138	Demolition	20 days	Fri 12/19/14	Thu 1/15/15	47
139	Earthwork	15 days	Fri 1/16/15	Thu 2/5/15	138
140	Concrete	10 days	Fri 2/6/15	Thu 2/19/15	74,139
141	Masonry	30 days	Fri 1/23/15	Thu 3/5/15	138,75
142	Structural Steel	20 days	Fri 3/20/15	Thu 4/16/15	138,100
143	Rough Carpentry	75 days	Fri 1/16/15	Thu 4/30/15	138,83
144	Windows	40 days	Fri 3/6/15	Thu 4/30/15	143SS+10 days,103
145	Roofing	15 days	Fri 5/1/15	Thu 5/21/15	142,79,143
146	Rough HVAC	30 days	Fri 2/20/15	Thu 4/2/15	109
147	Rough Plumbing	30 days	Fri 2/6/15	Thu 3/19/15	143SS+15 days
148	Rough Electrical	30 days	Fri 2/6/15	Thu 3/19/15	143SS+15 days
149	Fire Suppression	30 days	Fri 2/6/15	Thu 3/19/15	143SS+15 days
150	Elevator	60 days	Fri 5/1/15	Thu 7/23/15	107
151	Drywall	20 days	Fri 5/1/15	Thu 5/28/15	148,147,146,144
152	Doors	20 days	Fri 5/29/15	Thu 6/25/15	102,151
153	Fire Extinguishers	5 days	Fri 5/29/15	Thu 6/4/15	89,151
154	Common Area Finish Carpentry	10 days	Fri 5/22/15	Thu 6/4/15	101,151SS+15 days
155	Common Area Flooring	5 days	Fri 6/5/15	Thu 6/11/15	154
156	Common Area Painting	5 days	Fri 6/12/15	Thu 6/18/15	86,155
157	Common Area Specialty Items	5 days	Fri 6/19/15	Thu 6/25/15	156
158	Building / Common Areas Complete	0 days	Thu 7/23/15	Thu 7/23/15	157,150,149,152,153
159					
113	**Exterior Façade**	**105 days**	**Fri 1/16/15**	**Thu 6/11/15**	
114	Setup Scaffolding	10 days	Fri 1/16/15	Thu 1/29/15	138
115	Demolition	10 days	Fri 1/30/15	Thu 2/12/15	114
116	Masonry Restoration	45 days	Fri 1/30/15	Thu 4/2/15	114
117	Rough Carpentry	15 days	Fri 2/13/15	Thu 3/5/15	115,77
118	Electrical	15 days	Fri 3/27/15	Thu 4/16/15	117,110
119	Storefront	15 days	Fri 3/6/15	Thu 3/26/15	117
120	Masonry Cleaning	10 days	Fri 4/3/15	Thu 4/16/15	116
121	Painting	30 days	Fri 4/17/15	Thu 5/28/15	86,120
122	Signage	5 days	Fri 5/29/15	Thu 6/4/15	121
123	Remove Scaffolding	5 days	Fri 6/5/15	Thu 6/11/15	122
124	Exterior Façade Complete	0 days	Thu 6/11/15	Thu 6/11/15	123
125					
126	**Site Construction**	**34 days**	**Fri 3/6/15**	**Wed 4/22/15**	

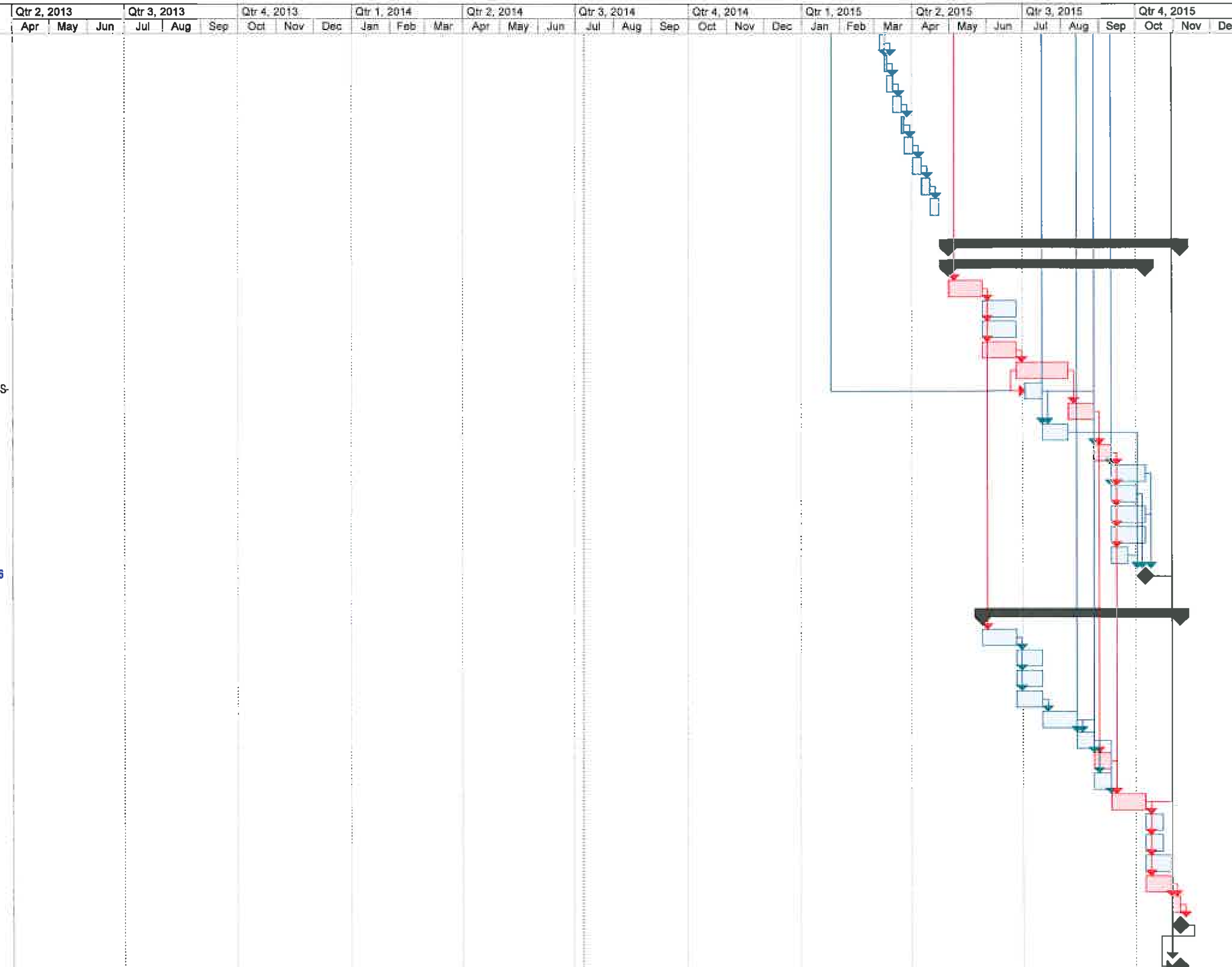


JCBeal CONSTRUCTION INC.
Precisely as intended.

THOMPSON BLOCK REDEVELOPMENT PROJECT

Thompson Block Partners

ID	Task Name	Duration	Start	Finish	Predecessors
127	**Layout**	**2 days**	**Fri 3/6/15**	**Mon 3/9/15**	141
128	Clear and Grub	2 days	Tue 3/10/15	Wed 3/11/15	48,138,127
129	Rough Grading	3 days	Thu 3/12/15	Mon 3/16/15	128
130	Utilities	5 days	Tue 3/17/15	Mon 3/23/15	129
131	Base	2 days	Tue 3/24/15	Wed 3/25/15	130
132	Concrete	5 days	Thu 3/26/15	Wed 4/1/15	131
133	Asphalt Paving	5 days	Thu 4/2/15	Wed 4/8/15	132
134	Fencing	5 days	Thu 4/9/15	Wed 4/15/15	133
135	Landscaping / Irrigation	5 days	Thu 4/16/15	Wed 4/22/15	134
160					
161	**Floor Buildout**	**135 days**	**Fri 5/1/15**	**Thu 11/5/15**	
162	**2nd Floor**	**115 days**	**Fri 5/1/15**	**Thu 10/8/15**	
163	Carpentry	20 days	Fri 5/1/15	Thu 5/28/15	143
164	Rough Plumbing	20 days	Fri 5/29/15	Thu 6/25/15	163
165	Rough Electrical	20 days	Fri 5/29/15	Thu 6/25/15	163
166	Rough HVAC	20 days	Fri 5/29/15	Thu 6/25/15	163
167	Drywall / Accoustical Ceilings	30 days	Fri 6/26/15	Thu 8/6/15	166
168	Cabinetry	10 days	Fri 7/3/15	Thu 7/16/15	167SS+5 days,105SS-
169	Ceramic Tile	15 days	Fri 8/7/15	Thu 8/27/15	167
170	Finish Plumbing	15 days	Fri 7/17/15	Thu 8/6/15	168,108,147
171	Painting	10 days	Fri 8/28/15	Thu 9/10/15	168,169
172	Finish Electrical	20 days	Fri 9/11/15	Thu 10/8/15	171,110
173	Finish HVAC	15 days	Fri 9/11/15	Thu 10/1/15	171,146
174	Finish Carpentry	20 days	Fri 9/11/15	Thu 10/8/15	171
175	Flooring	20 days	Fri 9/11/15	Thu 10/8/15	171
176	Specialties	10 days	Fri 9/11/15	Thu 9/24/15	171
177	**2nd Floor Complete**	**0 days**	**Thu 10/8/15**	**Thu 10/8/15**	**170,172,173,174,176**
178					
179	**3rd Floor**	**115 days**	**Fri 5/29/15**	**Thu 11/5/15**	
180	Carpentry	20 days	Fri 5/29/15	Thu 6/25/15	163
181	Rough Plumbing	15 days	Fri 6/26/15	Thu 7/16/15	180
182	Rough Electrical	15 days	Fri 6/26/15	Thu 7/16/15	180
183	Rough HVAC	15 days	Fri 6/26/15	Thu 7/16/15	180
184	Drywall / Accoustical Ceilings	20 days	Fri 7/17/15	Thu 8/13/15	183
185	Cabinetry	10 days	Fri 8/14/15	Thu 8/27/15	105,184
186	Ceramic Tile	10 days	Fri 8/28/15	Thu 9/10/15	85,184,169
187	Finish Plumbing	10 days	Fri 8/28/15	Thu 9/10/15	185
188	Painting	20 days	Fri 9/11/15	Thu 10/8/15	185,186,171
189	Finish Electrical	10 days	Fri 10/9/15	Thu 10/22/15	188
190	Finish HVAC	10 days	Fri 10/9/15	Thu 10/22/15	188
191	Finish Carpentry	15 days	Fri 10/9/15	Thu 10/29/15	188
192	Flooring	15 days	Fri 10/9/15	Thu 10/29/15	188
193	Specialties	5 days	Fri 10/30/15	Thu 11/5/15	188,192
194	**3rd Floor Complete**	**0 days**	**Thu 11/5/15**	**Thu 11/5/15**	**193**
195					
196	**THOMPSON BLOCK COMPLETE**	**0 days**	**Thu 11/5/15**	**Thu 11/5/15**	**194,158,124,177**



REQUEST FOR LEGISLATION
July 3, 2014

From: Ralph A. Lange, City Manager

Subject: POAM Contract

SUMMARY & BACKGROUND:

The City Administration presented to City Council a proposal that would improve the organizational efficiency and reduce the structural overtime of the Ypsilanti Police Department several months ago. The city council supported this plan.

In order to achieve this plan, changes in both the current Command Officers Association of Michigan (COAM) and Police Officers Association of Michigan (POAM) union contracts would be required. The City Administration has been in negotiations with representatives of the POAM union in order to secure the required changes.

The City Administration is proposing a one year extension of the current POAM contract from July 1, 2016 to June 30, 2017. This contract extension will take effect on July 19, 2014. This extension will achieve the changes needed to make the proposed plan possible. The total cost of this extension is projected to be approximately $43,600. This cost is consistent with the bargaining authority we were given by City Council. The POAM union approved this contract extension proposal on June 20, 2014. This will increase the cost of the new COAM Contract over a 3 year period by $19,382.

Please note the following related documents: Resolution to approve an extension to the current POAM contract with attachments (A1, A2, A3 and new POAM pay chart), cost out of said extension and official notification of POAM union ratification of the proposed contract.

For the reasons mentioned above, it is the City Manager's request that City Council approve the resolution approving a new one year contract extension between the POAM Union and the City of Ypsilanti.

RECOMMENDED ACTION: (Approval/Denial)

ATTACHMENTS:

CITY MANAGER APPROVAL: ______________________ COUNCIL AGENDA DATE: _________

CITY MANAGER COMMENTS: __________________________

FISCAL SERVICES DIRECTOR APPROVAL: _____________________________________

ATTACHMENT A - 1

P.O.A.M. BENEFITS for POLICE OFFICERS **HIRED ON OR AFTER JULY 1, 2012** (UPDATED 5/28/2014)
Bereavement – 36 hours or 3 days off for Immediate Family 24 hours or 2 days for aunt, uncle, or member of employee's household not covered by the definition of immediate family.
Holidays – Paid Holidays (See Article 33 in POAM Union Contract)
Sick Days – 72 hours or 6 days per year
Personal Days – 36 hours or 3 days per year
Vacation Days – After 6 months = 80 hours After 5 years = 120 hours After 15 years = 144 hours After 20 years = 160 hours
Vacation Cashout – No Change from Current Contract
Employee Contribution to Fire & Police Pension (345) – 5% Annuity Withdrawal: Provision eliminated in its entirety for all employees hired on or after July 1, 2012.
Pension Plan – 2% multiplier
Age at Retirement –25 years of service at any age
Upon retirement, the employee receives 50% of his/her accumulated sick time at the employees prevailing wage.
Health Care – Employee contributions toward medical and prescription drug coverage shall be governed by PA 152. The cost of this coverage will increase as follows once employee's base wages reach $55,000: Pay 25% of the premium for 2 person coverage Pay 30% of the premium for Family coverage Said additional payments shall not be factored into the calculations required by PA 152. There will be a deductible of $250 for single and $500 for 2 person & family. Prescription Drug: $10/$40 co-pay
Health Care Waiver – Single $2000 2 Person $4000 Family $5000
Dental – 100/80/80 % plan with a $1,500 maximum per person
No Vision
Retirees have Health Care Savings Plan– City contributes $150/month. Retirees will not be eligible for retiree health insurance or the waiver. Please see attached Vesting Schedule.
Life Insurance: $60,000
Flexible Spending Account (Employee Contribution only; no contribution by the City)
The Overtime Adjustment Bonus included in the new POAM contract effective July 1, 2012 will not be paid

to employees hired after July 1, 2012 until they reach the pay classification of either PO1-3 or PSO1-3.
Maintenance Allowance: Each officer shall receive from the City an annual maintenance allowance in the total amount of $1,120, which will be payable semi-annually on the employees' first paycheck after July 1, and January 1, in advance of the officers' expenditure. This maintenance allowance will remain $1,120, from 7/01/2014 through 6/30/2017.

****Please note that these pages may not include all the benefits or conditions that these employees are subject to or entitled to. Please refer to the most current POAM Contract.**

22.4 Retiree Health Care

Employees hired on or after July 1, 2012, shall not receive any City funded retiree health care benefits. In lieu of such benefits, such employees shall participate in the City's retiree health care savings program (currently with MERS of Michigan) into which the City shall deposit $150 per month as set forth in the plan document with the vesting period as follows**.**

The vesting period:
3 years - 25% of the HCSA can be received by the employee upon separation
5 years - 50% of the HCSA can be received by the employee upon separation
7 years - 75% of the HCSA can be received by the employee upon separation
10 years - 100% of the HCSA can be received by the employee upon separation

No contributions will be required of the employees.

ARTICLE XXXIII - HOLIDAYS

33.1: Recognized Holidays

Employees shall be granted eleven holidays. The recognized holidays are:

New Year's Eve
New Year's Day
Easter Sunday
Memorial Day
July Fourth
Martin Luther King, Jr.'s Birthday
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas Day

33.2: Scheduled Work on Holidays

In the event an employee is regularly scheduled to work on the holiday, the employee shall be paid straight time for actual time worked.

33.3: Compensation for Holidays (12 Hour Schedule)
Effective January 1, 2012, all full time Police Officers and Public Safety Officers shall be paid according to the schedule below:

Pay Step/Grade	Annual Holiday Pay
P01-1A	$1,800
P01-1	$1,800
P01-2	$2,050
P01-3	$2,050
P01-4	$2,050
P01-5	$2,250
P03-1	$2,650

Pay Step/Grade	Annual Holiday Pay
PS01-1A	$1,800
PS01-1	$1,800
PS01-2	$2,050
PS01-3	$2,050
PS01-4	$2,050
PS01-5	$2,250
PS03-1A	$2,650

The amount the officer receives will be pro-rated based on what pay step the officer is at during the actual holidays (e.g., an officer works 5 holidays at pay/step PO1-4 and 6 holidays at pay/step PO1-5, they will receive 5 holidays at the pay/step PO1-4 rate of $186.36/holiday ($2,050/11 holidays) and 6 holidays at $204.55/holiday ($2,250/11 holidays).

The above holiday pay will be paid on the first pay day of November of each calendar year.

New employees shall have the holiday pay pro-rated and will be paid for holidays that occur after the employee's date of employment with the City and until the end of that calendar year (e.g. employee's hire date is July 1, on the first pay in November they will receive holiday pay for 6 Holidays, 6 X $163.64/holiday ($1,800/11) = $981.82).

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ATTACHMENT A - 2

P.O.A.M. BENEFITS for POLICE OFFICERS **HIRED ON OR AFTER JULY 1, 2009 BUT PRIOR TO JUNE 30, 2012** (UPDATED 5/28/2014)
Bereavement – 36 hours or 3 days off for Immediate Family 24 hours or 2 days for aunt, uncle, or member of employee's household not covered by the definition of immediate family.
Holidays – Paid Holidays (See attached schedule of payments in Article 33 in POAM Union Contract)
Sick Days – 144 hours or 12 days per year
Personal Days – 48 hours or 4 days per year
Vacation Days – Completion of one to four years of service 120 hours Completion of five to nine years of service 168 hours Completion of ten years and over 180 hours
Vacation Cashout – No Change from Current Contract
Employee Contribution to Fire & Police Pension (345) – 5% Annuity Withdrawal: Permitted
Pension Plan – 2% multiplier
Age at Retirement –25 years of service at any age
Upon retirement, the employee receives 50% of his/her accumulated sick time at the employees prevailing wage.
Health Care – Employee contributions toward medical and prescription drug coverage shall be governed by PA 152 of 2011. Prescription Drug: $10/$40 co-pay
Health Care Waiver – Single $2000 2 Person $4000 Family $5000
Dental – 100/80/80 % plan with a $1,500 maximum per person
No Vision
Retirees have a defined benefit Health Care Plan (See attached Section 22.1 of the POAM Contract)
Life Insurance: $60,000
Flexible Spending Account (Employee Contribution only; no contribution by the City)
The Overtime Adjustment Bonus included in the POAM contract effective July 1, 2012.
Maintenance Allowance: Each officer shall receive from the City an annual maintenance allowance in the total amount of $1,120, which will be payable semi-annually on the employees' first paycheck after July 1, and January 1, in advance of the officers' expenditure. This maintenance allowance will remain $1,120, from 7/01/2014 through 6/30/2017.

****Please note that these pages may not include all the benefits or conditions that these employees are subject to or entitled to. Please refer to the most current POAM Contract.**

H://Negotiations/POAM/2014/Attachment A-2 POAM Benefits Updated 5.28.2014

ARTICLE XXXIII - HOLIDAYS

33.1: Recognized Holidays

Employees shall be granted eleven holidays. The recognized holidays are:

New Year's Eve	Labor Day
New Year's Day	Thanksgiving Day
Easter Sunday	Day after Thanksgiving Day
Memorial Day	Christmas Eve
July Fourth	Christmas Day
Martin Luther King, Jr.'s Birthday	

33.2: Scheduled Work on Holidays

In the event an employee is regularly scheduled to work on the holiday, the employee shall be paid straight time for actual time worked.

33.3: Compensation for Holidays (12 Hour Schedule)

Effective January 1, 2012, all full time Police Officers and Public Safety Officers shall be paid according to the schedule below:

Pay Step/Grade	Annual Holiday Pay
P01-1A	$1,800
P01-1	$1,800
P01-2	$2,050
P01-3	$2,050
P01-4	$2,050
P01-5	$2,250
P03-1	$2,650

Pay Step/Grade	Annual Holiday Pay
PS01-1A	$1,800
PS01-1	$1,800
PS01-2	$2,050
PS01-3	$2,050
PS01-4	$2,050
PS01-5	$2,250
PS03-1A	$2,650

The amount the officer receives will be pro-rated based on what pay step the officer is at during the actual holidays (e.g., an officer works 5 holidays at pay/step PO1-4 and 6 holidays at pay/step PO1-5, they will receive 5 holidays at the pay/step PO1-4 rate of $186.36/holiday ($2,050/11 holidays) and 6 holidays at $204.55/holiday ($2,250/11 holidays).

The above holiday pay will be paid on the first pay day of November of each calendar year.

New employees shall have the holiday pay pro-rated and will be paid for holidays that occur after the employee's date of employment with the City and until the end of that calendar year (e.g. employee's hire date is July 1, on the first pay in November they will receive holiday pay for 6 Holidays, 6 X $163.64/holiday ($1,800/11) = $981.82).

22.1: Health Care Coverage

Health Insurance:

Employees will continue to have our current BCBS Community Blue PPO
Health Care – Employee contributions toward health plan premium, prescription premium, wrap plan cost, and administrative costs shall be governed by PA 152 of 2011.

Prescription Drug: $10/$40 co-pay for employees hired after July 1, 2009.

CO-PAYS: There will be a doctor's office visit co-pay of $30. In addition, the City will continue to offer a Flexible Spending Account (FSA) for full-time employees with the employees being the sole contributor to their FSA. FSA's can be used for office visits, deductibles, Rx co-pays, over-the-counter drugs, dental and vision expenses and much more. (According to the list provided by the IRS Rules & Guidelines)

Dental Coverage will be provided to new employees as part of their PA 152 Act of 2011, contribution toward their health care. The Dental Insurance Benefit will be upgraded with a $1500/year maximum benefit and a modest increase in the quality of the dental insurance (See Attachment C).

Vision Coverage: Any employee hired after July 1, 2009, and wishes to have vision coverage, may purchase this at the employee's own expense at the group rate.

Upon eligibility, retirees are required to enroll in Medicare Parts A & B. Medicare benefits will be coordinated with the retiree's medical coverage.

Upon mutual agreement of the Union and the City, either the nature or carrier of health and medical insurance may be changed provided that the new insurance coverage is equal to or greater than the current insurance.

ATTACHMENT A - 3

P.O.A.M. BENEFITS for POLICE OFFICERS **HIRED ON OR BEFORE JULY 1, 2009** (UPDATED 5/30/2014)
Bereavement – 36 hours or 3 days off for Immediate Family 24 hours or 2 days for aunt, uncle, or member of employee's household not covered by the definition of immediate family.
Holidays – Paid Holidays (See attached schedule of payments in Article 33 in POAM Union Contract)
Sick Days – 144 hours or 12 days per year
Personal Days – 48 hours or 4 days per year
Vacation Days – Completion of one to four years of service 120 hours Completion of five to nine years of service 168 hours Completion of ten years and over 180 hours
Vacation Cashout – No Change from Current Contract
Employee Contribution to Fire & Police Pension (345) – 10% Annuity Withdrawal: Permitted
Pension Plan – 3% multiplier
Age at Retirement –20 years of service at any age
Upon retirement, the employee receives 50% of his/her accumulated sick time at the employees prevailing wage.
Health Care – Employee contributions toward medical and prescription drug coverage shall be governed by PA 152 of 2011. Prescription Drug: $10/$20 co-pay
Health Care Waiver – Single $2000 2 Person $4000 Family $5000
Dental – 100/80/80 % plan with a $1,500 maximum per person
Vision Coverage (see Section 22.1 of the POAM Contract)
Retiree Health Care is a defined benefit plan (See attached Section 22.1 of the POAM Contract)
Life Insurance: $60,000
Flexible Spending Account (Employee Contribution only; no contribution by the City)
The Overtime Adjustment Bonus included in the POAM contract effective July 1, 2012.
Maintenance Allowance: Each officer shall receive from the City an annual maintenance allowance in the total amount of $1,120, which will be payable semi-annually on the employees' first paycheck after July 1, and January 1, in advance of the officers' expenditure. This maintenance allowance will remain $1,120, from 7/01/2014 through 6/30/2017.

****Please note that these pages may not include all the benefits or conditions that these employees are subject to or entitled to. Please refer to the most current POAM Contract.**

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Martin Luther King, Jr.'s Birthday	

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P03-1	$2,650

Pay Step/Grade	Annual Holiday Pay
PS01-1A	$1,800
PS01-1	$1,800
PS01-2	$2,050
PS01-3	$2,050
PS01-4	$2,050
PS01-5	$2,250
PS03-1A	$2,650

The amount the officer receives will be pro-rated based on what pay step the officer is at during the actual holidays (e.g., an officer works 5 holidays at pay/step PO1-4 and 6 holidays at pay/step PO1-5, they will receive 5 holidays at the pay/step PO1-4 rate of $186.36/holiday ($2,050/11 holidays) and 6 holidays at $204.55/holiday ($2,250/11 holidays).

The above holiday pay will be paid on the first pay day of November of each calendar year.

New employees shall have the holiday pay pro-rated and will be paid for holidays that occur after the employee's date of employment with the City and until the end of that calendar year (e.g. employee's hire date is July 1, on the first pay in November they will receive holiday pay for 6 Holidays, 6 X $163.64/holiday ($1,800/11) = $981.82).

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Health Insurance:

Employees will continue to have our current BCBS Community Blue PPO
Health Care – Employee contributions toward health plan premium, prescription premium, wrap plan cost, and administrative costs shall be governed by PA 152 of 2011.

Prescription Drug: Employees hired on or before July 1, 2009, will have a $10/$20 co-pay for prescription drugs.

CO-PAYS: There will be a doctor's office visit co-pay of $30. In addition, the City will continue to offer a Flexible Spending Account (FSA) for full-time employees with the employees being the sole contributor to their FSA. FSA's can be used for office visits, deductibles, Rx co-pays, over-the-counter drugs, dental and vision expenses and much more. (According to the list provided by the IRS Rules & Guidelines)

Dental coverage will be provided to new employees as part of their PA 152 Act of 2011, contribution toward their health care. The Dental Insurance Benefit will be upgraded with a $1500/year maximum benefit and a modest increase in the quality of the dental insurance (See Attachment C).

VISION COVERAGE: Employees hired prior to July 1, 2009, a modest increase in the quality of the vision insurance will also go into effect (See Attachment D).

Upon eligibility, retirees are required to enroll in Medicare Parts A & B. Medicare benefits will be coordinated with the retiree's medical coverage.

Upon mutual agreement of the Union and the City, either the nature or carrier of health and medical insurance may be changed provided that the new insurance coverage is equal to or greater than the current insurance.

POAM One-year Contract Extension Costs to General Fund-amended by muy 6/25/2014

	Cost/Unit	Units	2014-15	2015-16	2016-17	3-Yr Total	Notes
One-time bonus	$500	21	$10,500			$10,500	Applies to first year of contract only
1% pay raise			$10,790	$10,999	$11,289	$33,078	1% raise in the first year increases costs for all years of the contract.
Total Cost of POAM Contract Revisions			**$21,290**	**$10,999**	**$11,289**	**$43,578**	

From: Robert Peto
Sent: Wednesday, June 25, 2014 4:43 PM
To: Ralph Lange
Subject: Prosposed contract extension

Mr. Lange,

In reference to the proposed contract extension, the issue was presented to the membership on Friday June 20, 2014. We received a majority vote from the POAM membership in favor of accepting the proposal, and would like to move forward. Please contact me should you need anything further.

Respectfully,
Officer Robert L. Peto 1*
City of Ypsilanti Police Department

Resolution No. 2014-144
July 08, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the labor contract between the City of Ypsilanti and Ypsilanti Police Officers Association of Michigan (P.O.A.M.) be adopted with the following changes:

Existing Employees:

1. **One year Contract Extension** (July 1, 2016 — June 30, 2017)

2. **Attachment B (Page 49)** New Police Officers Association of Michigan (P.O.A.M.) Pay Scale – Please see attached new pay scale.

   1 % increase for all steps effective 7-1-2014

3. **Article XXXX - Signing bonus (page 42)-** All the current members of the POAM as of July 19, 2014 will receive a onetime not added to the base pay signing bonus of $500 after the contract has been ratified by all parties.

4. **17.4: Maintenance Allowance**- No change to the $1,120.00 for the next 3 years. After this contract expires the maintenance allowance will be tied to any increase or decrease to the % increase or decrease to the base wage of POAM officers pay.

5. **25.8: Final Average Compensation (FAC) Calculation**- Remove #11 EMT Bonus and #3 food allowance. Also place overtime adjustment bonus and signing bonus to list of items not included in the FAC.

6. **PROMOTION**

   Assessment Center- Remove the requirement for having an assessment center and replace with new language agreed to by both parties.

   27.5: Interview Examination: An oral examination of the candidates will be conducted by an outside panel. Questions will be designed to test the candidate's knowledge and skills in the areas of leadership, supervision, communications, problem solving and decision making.

27.6: Eligibility for Promotion: A composite score will be calculated using 50% Written and 50% Oral examination. The top five candidates will be ranked in order and will be the list of eligible for promotion to the rank of Sergeant. The Chief of Police shall select one of the top five candidates for promotion. The Chief of Police may also require personal interviews prior to selection for promotion. Only the original top five candidates shall be eligible for promotion until the list expires. The list will expire after a period of two years, or when all of the top five candidates have been promoted, whichever occurs first. A new test shall be given at this time to establish a list of candidates.

7. **29.3: Compensatory Time**- Eliminate the effective date.

8. **32.6: Early Check**- Discontinue early check for vacations

9. **Part-time Police Officers (page 45) section (I)** - Include new language agreed to by both parties that will allow the Ypsilanti Police Department (YPD) to employ two part time police officers. The maximum of two (2) part-time police officers shall be based on twenty (20) full-time police officers within the P.O.A.M. unit regardless of assignment within the YPD.

10. **Eliminate page 53 -** (Refer to 25.9 DROP Program)

11. **Remove page #57** - Expired – Temp Sergeant's letter.

12. **Adjust step raises to July 1st of every year for all employees -** Include new language agreed to by both parties that will allow this to occur, for all employees hired on or after July 1, 2012.

13. **22.4 Retiree Health Care**-

Employees hired on or after July 1, 2012, will not be eligible to receive retiree health, dental or vision insurance coverage. However, the city will provide a Health Care Savings Account for new hires and will contribute $150 per month to their fund. The following is the Vesting Period for employees in the Health Care Savings Account:

3 years - 25% of the HCSA can be received by the employee upon separation
5 years - 50% of the HCSA can be received by the employee upon separation
7 years - 75% of the HCSA can be received by the employee upon separation

10 years -   100% of the HCSA can be received by the employee upon separation

No contributions will be required of the employees.

14. Contract Distribution-

The City agrees to print and deliver hard copies of the P.O.A.M. Union Contract to the participants of the negotiating team at the expense of the City. All other copies will be distributed to the P.O.A.M. members electronically.

15. Please see Attachments for P.O.A.M. Benefits by Date Hired.

P.O.A.M. WAGES

POLICE OFFICER PAY SCALE
July 19, 2014 to June 30, 2017

STEP	PO1-1A	PO1-1	PO1-2	PO1-3	PO1-4	PO1-5	PO3-1
Pay Grade	$40,889	$42,153	$44,764	$47,362	$50,213	$54,671	$63,047

PSO (PUBLIC SAFETY OFFICER) PAY SCALE (7% increase over above scale)
July 19, 2014 to June 30, 2017

STEP	PSO-1A	PSO1-1	PSO1-2	PSO1-3	PSO1-4	PSO1-5	PSO3-1A
Pay Grade	$43,751	$45,105	$47,897	$50,678	$53,728	$58,498	$67,461

Contract Language Changes

Additional contract language changes will be made in order to properly integrate new contract language with existing contract language.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION
July 8, 2014

From: Ralph A. Lange, City Manager
Stan Kirton, Director of Public Services

Subject: Authorization to sign all necessary documents and to accept a state grant in the amount of $1,900,000 to be used to make improvements to Prospect Street between Holmes Road and Grove Street

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Summary and Background:

Making improvements to Prospect Street between Holmes Road and Grove Street is the city's highest priority road project to accomplish as soon as possible. The City, through its engineering firm Orchard, Hiltz & McCliment (OHM) has been working to complete the plans necessary to make these improvements for several months at this point in time.

Thanks to the hard work of many people, especially State Representative David Rutledge, the City was notified last week that it was in line to receive a state grant in the amount of $1,900,000 to make improvements to Prospect Street.

City staff, OHM staff and an MDOT representative have already begun meeting to work out the particulars of what steps the city needs to take to secure this grant as soon as possible and to align all the planning and work scheduled to be performed on Prospect Street so that all the requirements of the grant are meet and we get the most road improvement work possible out of this money.

RESOLUTION: Attached

CITY MANAGER APPROVAL:______________________ COUNCIL AGENDA DATE: July 8, 2014

CITY MANAGER COMMENTS: __________________________

FISCAL SERVICES DIRECTOR APPROVAL: ____________________________________

City of Ypsilanti
Pride. Diversity. Heritage.

Resolution No. 2014 -170
July 8, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, Prospect Street is in need of repair and reconstruction; and

Whereas the work needs to be done as soon as financially feasible; and

Whereas, thanks to the hard work of many people, especially State Representative Dave Rutledge, the City was notified last week that it is in line to receive a state grant in the amount of $1,900,000 to make improvements to Prospect Street; and

Whereas, certain documents and contracts need to be signed by the Mayor, City Clerk and City Manager in order to receive this grant money; and

Now therefore, be it resolved that the Ypsilanti City Council authorizes the Mayor and City Clerk to sign all necessary contracts and the City Manager to sign all change orders and project certification forms necessary to secure the above referenced grant as soon as possible, and the City Council officially accepts a state grant in the amount of $1,900,000 for the purpose for making improvements to Prospect Street.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

June 27, 2014

Jake Albers
1533 Collegewood Street
Ypsilanti, MI 48197

989-239-2463
jalbers00@gmail.com

Mayor Paul Schreiber
1 South Huron Street
Ypsilanti, MI 48197

Dear Paul,

Please accept this letter as an expression of my interest in serving the City of Ypsilanti's Zoning Board of Appeals. Having recently become a resident of the city, I believe I have much to offer as a volunteer.

Experience

- **Education**
  - Graduate study in Urban and Regional Planning at Eastern Michigan University
- **Career**
  - As both an Intern and Community Development Coordinator with Ypsilanti DDA from 2010 – 2012 I gained experience in zoning, physical infrastructure projects, grant programs, commercial building rehabilitation, and parking.
  - From 2012 to early 2014, as Manager of SPARK East Business Incubator I specialized in entrepreneurial development for innovation based companies as a mechanism to grow our local economy.
  - I currently serve EMU's Center for Advancing Social Enterprise (CASE) as Assistant Director for Community Partnerships. In my role I work directly with social enterprises, both for and non-profit, to create entrepreneurial development solutions with the goal of growing and sustaining our regions social sector.
- **Boards and Committees**
  - Ypsilanti DDA: Economic Restructuring and Design Committee, 2012 – Present
  - Social Enterprise Alliance, Detroit Chapter: Board Secretary, 2014 - Present

Goals for ZBA

- My goals for the Zoning Board of Appeals are to uphold the standard set forth within the Zoning Ordinance, to ensure that appeals are met swiftly and viewed objectively, to make certain that all appeals are given proper due-diligence and reviewed with careful consideration regarding potential effects to the city, to the best of my ability interpret the language within the Zoning Ordinance, and to work in good faith with fellow ZBA members.

I thank you for your time and consideration. Please do not hesitate to contact me should you wish to discuss my background in further detail.

Sincerely,

Jake Albers

Resolution No. 2014-169
July 8, 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: