



**CITY OF YPSILANTI
CITY COUNCIL MEETING
APRIL 5, 2022 @ 6:45 PM
CITY HALL - COUNCIL CHAMBERS
One South Huron, Ypsilanti, MI 48197**

[VIRTUAL ACCESS](#)

Revised April 1, 2022

Page

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

- A. I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.

IV. AGENDA APPROVAL

V. CLOSED SESSION

- A. Closed Session to discuss pending litigation - *MCL 15.268(e), City of Ypsilanti v Delta Tau Delta*

VI. PUBLIC COMMENT (3 MINUTES)

VII. PRESENTATIONS

- 5 - 12**
- A. The Ride 2045, Vision of Transit, Presentation - Matt Carpenter, Chief Executive Officer
[Memo](#)

VIII. ORDINANCES FIRST READING

- 13 - 95**
- A. Ordinance 1388, an ordinance to amend Chapter 122, an ordinance entitled "Planned Unit Development: Multiple-Family Dwelling Use at 845 & 945 W. Clark"
1. Resolution No. 2022-065, determination
 2. Public Hearing
 3. Resolution No. 2022-066, closing the public hearing
- [Supporting Documents - Pdf](#)

IX. RESOLUTIONS/MOTIONS/DISCUSSIONS

- 96 - 105**
- A. Resolution No. 2022-067, approving the minutes of March 15, 2022 City Council Meeting.
[2022-067 - Pdf](#)

- 106 - 113** B. Resolution No. 2022-068, approving sponsorship for a 2022 Juneteeth Celebration.
[2022-068 - Pdf](#)
- 114 - 119** C. Resolution No. 2022-069, approving AN ORDINANCE TO AMEND CHAPTER 1 "GENERAL PROVISIONS" OF THE YPSILANTI CITY CODE, BY AMENDING SECTION 1-14 "ENFORCEMENT AUTHORITY FOR THE CODE" TO INCLUDE PLANNING AND DEVELOPMENT DEPARTMENT PERSONNEL; AND TO AMEND CHAPTER 17 INSPECTION AND CONTROL OF CERTAIN BUILDINGS TO ALLOW FOR THREE YEAR CERTIFICATES IN CERTAIN CIRCUMSTANCES AND CALCULATE HOW CERTIFICATES ARE ISSUED; AND TO AMEND CHAPTER 71 "ADMINISTRATIVE HEARINGS BUREAU", SECTION 71-2 "DEFINITIONS", TO ADD A DEFINITION FOR AUTHORIZED LOCAL OFFICIAL FOR THE PURPOSE OF ALLOWING PLANNING AND DEVELOPMENT DEPARTMENT PERSONNEL TO ISSUE BLIGHT VIOLATIONS **(Second Reading)**
[2022-069 - Pdf](#)
- 120** D. Renew Resolution No. 2022-048A, approving appointments of Non-Residents to Boards and Commissions. **(ADDED)**
[2022-048A - Pdf](#)
- 121** E. Resolution No. 2022-070, approving appointments to Boards and Commissions.
[2022-070 - Pdf](#)
- 122** F. Resolution No. 2022-071, approving appointments of Non-Residents to Boards and Commissions.
[2022-071 - Pdf](#)
- 123 - 134** G. Resolution No. 2022-072, approving Contract # 22-5107 with the Michigan Department of Transportation for sidewalk construction in connection with the Highway M-17 consturction.
[2022-072 - Pdf](#)
- 135 - 148** H. Resolution No. 2022-073, approving Contract# 22-5056 between the Michigan Department of Transportation and the City of Ypsilanti regarding the construction improvements on Washtenaw Avenue, Hamilton Street, Huron Street, and Michigan Avenue within the City.
[2022-073 - Pdf](#)
- 149** I. Resolution No. 2022-074, approving an agreement between DTE Energy and the City of Ypsilanti for the installation of street lights around the proposed Huron/I-94 Pedestrian pathway.
[2022-074 - Pdf](#)
- 150 - 158** J. Resolution No. 2022-075, approving a proposal from OHM for professional engineering services for the final roadway design on Huron River Drive from Cornell to LeForge.
[2022-075 - Pdf](#)

- 159 - 168** K. Resolution No. 2022-076, approving an intergovernmental agreement between the City of Ypsilanti and the Charter Township of Ypsilanti for I-94 Pedestrian Overpass Maintenance.
[2022-076 - Pdf](#)
- 169 - 180** L. Resolution No. 2022-077, approving an agreement between the City of Ypsilanti and the Michigan Economic Development Corporation to accept a Michigan Enhancement Grant for improvements to the Parkridge Park softball field.
[2022-077 - Pdf](#)
- 181 - 234** M. Resolution No. 2022-078, approving a recycling and organics infrastructure grant agreement between the City of Ypsilanti and the Michigan Department of Environment, Great Lakes, and Energy for the purchase of recycling carts.
[2022-078 - Pdf](#)
- 235 - 240** N. Resolution No. 2022-079, approving the administrative services contract with the Downtown Development Authority.
[2022-079 - Pdf](#)
- 241 - 242** O. Resolution No. 2022-080, approving a partnership with the Washtenaw County Prosecutors Office and Great Lakes Expungement Network on Sunday, May 1, 2022 and waive fingerprinting fees associated with that event.
[2022-080 - Pdf](#)
- 243 - 254** P. Resolution No. 2022-081, approving a contract with Accurate Comfort Systems INC. to complete the removal of the Fire Department HVAC unit.
[2022-081 - Pdf](#)

X. BOARD AND COMMISSION - NOMINATIONS

- 255 - 269** A. Bicentennial Committee Appointments
[Applications](#)
- 270 - 273** B. **Historic District Commission (added)**
James Huffman
1109 Westmoorland St.
Ypsilanti, MI 48197

Delrhea Byrge
101 Washtenaw Rd Ste A
Ypsilanti, MI 48197

[Applications](#)

XI. BOARD AND COMMISSION - COMMUNICATIONS

XII. BOARD AND COMMISSION - LIAISON REPORTS

1. Police Advisory Commission.
2. Human Relations Commission.
3. Arts Commission.
4. Parks and Recreation Commission.
5. Sustainability Commission.
6. Historic District Commission.
7. Planning Commission.
8. Zoning Board of Appeals

XIII. LIAISON REPORTS

1. SEMCOG Update
2. Washtenaw Area Transportation Study
3. Urban County
4. Ypsilanti Downtown Development Authority
5. Friends of Rutherford Pool

XIV. COUNCIL PROPOSED BUSINESS

XV. COMMUNICATIONS FROM THE MAYOR

XVI. COMMUNICATIONS FROM THE CITY MANAGER

XVII. COMMUNICATIONS

- A. April 12, 2022 Work session to discuss Parks and Recreation

XVIII. PUBLIC COMMENT (3 MINUTES)

XIX. REMARKS FROM THE MAYOR

XX. ADJOURNMENT

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- A. Resolution No. 2022-082, adjourning the City Council Meeting.
[2022-082 - Pdf](#)
- B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



2022 Transit Service and Millage Proposal

Meeting: Ypsilanti City Council Meeting
Meeting Date: April 5, 2022

RECOMMENDED ACTION(S)

City Council can receive a presentation from the TheRide (Ann Arbor Area Transportation Authority) regarding ongoing millage proposal. Questions and discussion are welcome. As a member of the Authority, TheRide is keen to hear feedback from City Council and city residents. Please provide feedback to Ypsilanti board appointee, Jesse Miller.

Full information, video presentation, and video of TheRide Board discussion are available on-line [here](https://www.theride.org/about/projects). <<https://www.theride.org/about/projects>>

ISSUE SUMMARY

TheRide provides public transit and has taxing authority in three communities: the cities of Ypsilanti and Ann Arbor, and Ypsilanti Township. TheRide's Board of Directors has laid out ambitious goals for TheRide and transit services; *advance the community's needs for social, environmental and economic sustainability through strategic provision of transit, while remaining careful stewards of the public trust.* This 5-year service expansion and millage proposal (2024-2028, 2.38 mills) outlines how far TheRide *could* move towards achieving those goals by 2028. If approved, this proposal would replace the existing 0.7 mill levy, creating a net *additional* levy of 1.68 mills. A larger local investment in public transit magnifies outside funding. For every \$1 in local tax investment, TheRide collects another \$1.40 in federal and State transit formula grants. *All* those funds are directly invested in our communities and residents.

This proposal includes several key improvements to public transit services:

- Maintain all existing services,
- Expand evening, late night, weekend, and holiday services systemwide,
- Introduce express service between downtown Ann Arbor and downtown Ypsilanti,
- Increase social equity by equalizing services across all member communities,
- Increase access to jobs, housing, medical, education, and other destinations,
- Provide a mobility alternative for everyone including seniors, persons with disabilities or low incomes, workers and employers, students, and those striving for a car-free lifestyle,
- Increase TheRide's capacity to deliver major projects in the future,
- Maximizing the use of federal, State and local funding, and
- Provide new services called for in public documents such as the Ann Arbor A2Zero plan, the Washtenaw County Housing Affordability and Economic Equity Analysis, the WATS 2045 Plan, the Ypsilanti Township Master Plan, City of Ypsilanti's Climate Action Plan, and the RTA's Regional Transit Plan.

It is the Board of TheRide who will decide what, if any, request is made of voters. The Board will need to approve a mill rate, referenda date, and ballot language. If an August

date is selected, the deadline for ballot language is May 10. Board approval is possible <u>April 21st</u> .
BACKGROUND
The proposal detailed in this memo outlines the improvements and enhancements TheRide could deliver between 2024-2028. These improvements all advance the Board's goals, respond to requests from the community, and are aligned with the emerging Long-Range Plan. In 2019 TheRide began developing a new Long-Range Plan to serve as the blueprint for meeting our communities' changing needs. Based on strategic goals identified by TheRide's Board of Directors, and incorporating extensive public requests and feedback, this Plan is expected to be finalized later in 2022. This 5-year millage proposal is the first phase of implementing that longer-term vision. TheRide has served our communities for over 50 years and has implemented many successful initiatives. As TheRide's existing millage expires soon, now is an appropriate time to build on past successes with a new Long-Range Plan and 5-year millage.
ALTERNATIVE OPTION(S)
1. Date: The Board can select August or November 2022. 2023 is a fallback date. The new millage would begin in 2024. 2. Mill Rate: The Board can accept the CEO's proposed rate, modify the CEO's proposal, or generate one of their own.
PRIOR RELEVANT BOARD ACTIONS & POLICIES
By law and policy the Board has authority to approve 1) date of a referendum, 2) mill rate, and 3) ballot language. The CEO only makes proposals and recommendations on these matters.
IMPACTS OF RECOMMENDED ACTION(S)
• Budgetary/Fiscal: High. Determines revenue and service levels through 2028. • Social: High. Revenue & services levels impact passengers, taxpayers and society in general. • Environmental: High. Services levels impact ridership and environmental benefits. • Governance: High. The Board must act on millage decisions. The Board may wish to confer with Legal owners in March-April.
ATTACHMENTS
1. Details of Proposed Services and Mill Rate 2. Rationale for Timing and Referendum Date

Attachment 1: Details of Proposed Services and Mill Rate

This section details the itemized content, rationales, costs, benefits, and timelines of the 2022 millage proposal.

Overview of Millage Proposal, Content, Rates, and Timelines

Based on policies approved by local jurisdictions¹, and public feedback during the development of the Long-Range Plan, **there is a clear public and institutional desire to maintain and enhance transit services**. During the public involvement for the Long-Range Plan, over 1,400 people provided input, and 72% of respondents indicated they wanted to see transformational investment in public transit. This public input aligns with goals developed by TheRide's Board of Directors: **improve access for seniors, persons with mobility challenges and low incomes, increase social equity and environmental benefits, facilitate labor mobility and economic development, and enable access to education**. Such goals (i.e. [Ends policies](#)) help to clarify *what* TheRide does, *for whom*, and *at what cost*, and are directions for the CEO and staff.

As the first stage of implementing the emerging Long-Range Plan ([TheRide 2045](#)), the CEO is proposing a new 5-year millage (2024-2028) with a mill rate of 2.38 mills for the consideration of the Board. Each element of this proposal addresses multiple goals to different degrees. For example, more weekend bus service can aid seniors, persons with disabilities, and labor mobility simultaneously, while also increasing social equity. Elements are grouped into two broad categories:

- **Maintain Existing Services.** This includes renewal of basic operating funds with allowances to continue previously under-funded services and address inflation, as well as staffing requests to meet growing expectations.
- **Service Enhancement Options** for improving or expanding public transit services for residents and passengers. This includes expansion of overnight services, customer service agents, a new express route, longer hours of service systemwide, more frequent weekend service systemwide, and capital funds for future projects.

The following table itemizes each element, gross annual cost, net mill rate, cumulative mill rate, and tentative start date. As the table illustrates, all the elements combined would require 2.38 mills. Since this proposal replaces the existing 0.7 mill levy, the *new* net levy is 1.68 mills. Key points include:

- The proposal is weighted towards creating direct, immediate benefits, with 81% of millage and 79% of costs going directly to services in the community.
- Funding for major capital projects requires 15% of costs and 17% millage, and maximizes outside funding that can be invested in the community in the future.
- Maintaining existing services receives 58% of expenses (1.52 mills) and 64% of the millage.
- New services in the community account for 28% of costs and 19% of millage (0.86 mills).

It is important to note that the *gross* annual costs cannot be directly compared with the *net* mill rate as each elements receives differing fare revenue and State subsidies. Detailed descriptions of each element are provided after the table.

¹ Ann Arbor's [A2Zero](#) and [Transportation Master Plan](#); Ypsilanti's [Climate Action Plan](#) and [Non-Motorized Transportation Master Plan](#); Ypsilanti Township's [Master Plan](#); Washtenaw County's [RelImagine Washtenaw, Opportunity Index](#), and [Housing Affordability and Economic Equity Analysis](#); WATS [2045 Long Range Plan](#), and the RTA's [Regional Transit Plan](#).

Elements and Costs of 2022 Service and Millage Proposal						
	Annual Cost (Gross)*		Mill Rate (Net)*		Cumulative Mill Rate	Start Date **
	\$	% of Total Costs	Rate	% of Total Rate		
Maintain Existing Services						
1. Renewal of existing millage	\$ 5,600,000	26%	0.70	29%	0.70	Aug 2024
2. Allowance for deficit	\$ 4,800,000	22%	0.60	25%	1.30	Aug 2024
3. Allowance for inflation	\$ 1,280,000	6%	0.13	5%	1.43	Aug 2024
4. Additional Staff (9 FTEs)	\$ 940,000	4%	0.09	4%	1.52	2023-2024
Service Enhancement Options						
5. Ann Arbor-Ypsilanti Express Service	\$ 930,000	4%	0.07	3%	1.59	Aug 2024
6. Longer Hours of Operation Systemwide	\$ 1,901,000	9%	0.15	6%	1.74	Aug 2024
7. Increase Weekend Frequency Systemwide	\$ 1,996,000	9%	0.14	6%	1.88	Aug 2024
8. Expand Overnight Service (Ypsi Twp & Ypsi)	\$ 1,066,000	5%	0.09	4%	1.97	Aug 2024
9. Customer Service Agents (Ypsi Transit Center)	\$ 184,000	1%	0.01	0%	1.98	2023-2024
10. Funding Major Capital Projects	\$ 3,200,000	15%	0.40	17%	2.38	2024
Totals	\$ 21,897,000		2.38			

*Total gross costs for each element are paid for with a differing mixture of local taxes, fares, and State subsidies. The net mill rate reflects only the local tax cost. The two figures are not directly comparable on this table.

**Dates are tentative. New funding will not arrive until July 2024. During 2023, staff would conduct the necessary planning, public involvement, regulatory clearances (Title VI), and make operational arrangements. Some staffing positions may start before the new services.

Descriptions of Millage Elements

The following pages describe each proposed element in detail. The elements are categorized as either Essential Elements or Service Enhancement Options.

Maintain Existing Services

The following items (1-4) are directly related to *maintaining existing transit services*:

1. **Renewal (0.70 mills - \$5.6 million)** – TheRide's current service depends on a 0.70 mill property levy. The levy was first approved in 2014, overwhelmingly renewed in 2018, and naturally expires in 2023. Maintaining these funds is crucial to maintaining current services. If this funding is not renewed before 2024, TheRide will need to reduce services in order to balance the budget.
2. **Deficit (0.60 mills - \$4.8 million)** – The original 0.7 mill levy approved in 2014 did not generate enough revenue to cover the costs of new services introduced in 2013-2015, nor the strong growth in demand for services like paratransit. This has created an ongoing structural deficit. When the deficit was discovered in 2017, TheRide decided to cut internal costs rather than reduce services or raise taxes or fares. The 0.7 mill rate was renewed in 2018. However, although this has *delayed* the onset of the deficit,

updated forecasts show that without additional funds, deficit spending or service cuts will be needed as early as 2025 ([FY2022 Budget, page 11-13](#)). Meanwhile, internal staff reductions have reduced the organization's capacity at a time when the community expectations are increasing. For more information on the deficit, click [here](#). This 0.60 mill addition will add enough revenue to resolve the underfunding of services.

3. **Inflation (0.13 mills - \$1.28 million)** – TheRide faces the same volatile inflationary pressures as other organizations. Historically, although property-tax revenue has grown (although constrained by State law), revenue from fares has not grown, and federal and state grants have not kept up with inflation. This leaves TheRide exposed to 1%-1.5% of uncovered inflationary costs per year. TheRide has not increased its tax rate since 2014. Recently, per unit costs for fuel, salaries, insurance, and many other necessities have risen and are expected to continue to increase by over 3% annually. Staff will continue to work to control costs and increase productivity, but an inflationary adjustment is necessary to maintain services. This 0.13 mill addition will help TheRide to maintain services in the face of ongoing inflationary pressures.
4. **Additional Staff (0.09 mills - \$940,000)** – Since 2015, the number of administrative staff positions has decreased by 9%. While TheRide has a dedicated and talented workforce, burnout is becoming a concern. To fully meet today's expectations, remain an attractive employer, and prepare for growth, the CEO is requesting funding to increase staffing by 9 full-time positions: four operational/supervisory positions, and five office positions. The costs are for additional salary and benefits.

Service Enhancement Options

The following are options for *new or expanded services*. The options could be implemented individually or as a group and are presented in a loose descending priority.

5. **Ann Arbor-Ypsilanti Express Service (0.07 mills - \$930,000/year)** – This initiative would create a *new* bus route along Washtenaw Avenue between downtown Ann Arbor and downtown Ypsilanti. It will reduce terminal-to-terminal travel times from 45 minutes to about 30 minutes. By reducing travel times, this route would effectively bring the two downtowns closer together. This service would be especially important for labor mobility, access to education, and access to social, medical, and shopping needs. It would run weekdays from 6am to 6pm, with a frequency of 30 minutes, and be in addition to regular local service on Washtenaw Ave. In addition to the downtown terminals there would be just four intermediate stops: EMU, Golfside Rd, Arborland Mall, and U-M Central Campus as illustrated below:
6. **Longer Hours of Operation Systemwide (0.15 mills - \$1,901,000)** – Later evening service creates more opportunities for riders to reach jobs, classes, and other destinations that would otherwise be out of reach. It is especially valuable to workers and employers, those without cars, and those who wish to live a car-free lifestyle. This initiative would extend evening and weekend hours of operation across the fixed-route service area. Public consultation and planning during 2023 will determine whether this should be delivered by fixed-route or TheRide's ride-hailing service, FlexRide.
7. **Increase Weekend Frequency Systemwide (0.14 mills - \$1,996,000)** – Frequent bus service is one of the chief factors in attracting more people to transit. It is also liberating for seniors, people with disabilities, and those who cannot drive as it greatly increases

their flexibility and independence. This initiative would make bus service more frequent (from every 60 minutes to every 30 minutes) on Saturdays and Sundays until 6pm.

8. **Expand Overnight Service into Ypsilanti Twp and All of the City of Ypsilanti (0.09 - \$1,066,000/year)** – TheRide’s overnight service, NightRide, efficiently transports people to work and other opportunities during late-night hours. NightRide helps promote a car-free lifestyle by providing late-night options and mobility for those who cannot drive. Presently NightRide runs from 11:45pm until 6am the next day, varying by day of week. Historically, this service has only been offered in Ann Arbor and parts of Ypsilanti. This initiative would extend NightRide to cover *all* of the City of Ypsilanti, and Ypsilanti Township *north* of Textile Road. This improvement will increase equity and labor mobility while improving reliability and reducing wait times.
9. **Customer Service Agents at Ypsilanti Transit Center (0.01 mills - \$104,000/year, \$80,000 one-time refurbishment costs)** – This initiative improves equity by staffing the Ypsilanti bus terminal, as is already done in Ann Arbor. These funds would be used to hire two additional customer services agents to staff the Ypsilanti Transit Center (YTC) during regular business hours on weekdays. All services available at the Ann Arbor terminal (fare sales, photos and passes, general questions, etc.) would then be available at the YTC. The YTC office space would also be refurbished to be equivalent with the Ann Arbor terminal space. Having staff on-site will help grow ridership and increase customer satisfaction.
10. **Funding Major Capital Projects (0.40 mills - \$3,200,000/year)** – Overall, the Long-Range Plan has identified over \$200 million in unmet capital needs for various infrastructure projects. While federal and state grants can help, TheRide will need to provide significant local matching funds, or we will not be competitive for outside grants. Over 5 years, this element would add \$16 million in capital funding to help advance major transit projects. Adding a capital set-aside in the millage allows us to slowly accrue local capital funds over time and better utilize outside funding.

By replacing certain federal funds with new local funds TheRide can: A) maximize capital funding, B) advance major capital projects sooner, C) increase our chances of winning major construction grants, D) maximize local capital dollars, and E) reduce risk.

- A. By adding local tax dollars to pay for *operations*, we can shift a portion of 5307 funds back to *capital*. MDOT will add 20% to every federal dollar used for *capital*.
- B. Due to limited capital funding, TheRide presently needs to pursue competitive federal grants to conduct project planning work. These grants are highly competitive and uncertain. TheRide has not been able to win such competitive grants in many years. Using 5307 funds instead would allow us to conduct such planning sooner and by using existing federal and State funds. Presently, there is \$25 million of planning and land acquisition costs in the 10-Year Capital Plan for projects such as terminals, BRT, a garage, and zero-emissions propulsion. Over five years, these new funds would allow us to pursue these projects without waiting for competitive grants.
- C. By using federal and State funds to conduct planning and land acquisition, we lower the cost of the final federal construction grant request. A lower price tag increases the chances of winning large federal infrastructure grants.

- D. The best use of local capital funds is as the 50% match for major federal construction grants. The changes above conserve these flexible local funds so they can help fund construction projects in the future.
- E. Using 5307 funds for operations creates risks. The federal government intended these funds for capital, not operations. If TheRide applies for competitive federal capital grants in the future, we may be refused based on how we are using 5307 now. In addition, although Michigan DOT (MDOT) presently matches 5307 funds with additional state operations funding, MDOT can change those rules at any time, leaving TheRide exposed to a sudden drop in operating revenue.

This initiative will maximize the funding available for major projects like bus rapid transit, expanded terminals, a new garage, and a zero-emissions fleet. These projects are in-line with the emerging Long-Range Plan and existing 10-Year Capital Plan, but may be adjusted as circumstances warrant. For example, if TheRide received more earmark funding for planning activities, more of these funds could go directly to construction.

A larger local investment in public transit magnifies outside funding. For every \$1 in local tax investment, TheRide collects another \$1.40 in federal and State transit formula grants. *All* those funds are directly invested in our communities and residents. On average 1.0 mill would cost a property owner an additional \$187/year in Ann Arbor, \$66 in Ypsilanti, and \$76 in Ypsilanti Twp, per \$100,000 of assessed value. For context, 1.0 mill would generate about \$8 million per year.

Attachment 2: Rationale for Timing and Referendum Date

This section outlines the CEO's rationale for pursuing additional investment now, as well as for a specific referendum date in August of 2022.

Timing Rationale: 2024-2028

There are several reasons why an enhanced millage referendum is being proposed for 2022:

1. **5-Year Millages:** By State law, TheRide can only seek 5-year millages and can only hold one referendum per calendar year. Funding from the existing millage will run out in 2024. If TheRide were not successful in 2022, we could hold a second referendum in 2023 without any disruption to cashflow or services. Due to tax assessment deadlines, Fall 2023 is the *latest* that TheRide could seek replacement funding for 2024. If this deadline were missed, funding would run out in 2024 and services would likely need to be reduced.
2. **Urgency:** The need for improved public transit is growing. As the pandemic recedes, the need for travel is rebounding. Key groups of customers such as seniors, persons with low incomes or disabilities, students, and others require affordable access even more than before. Parking will become a challenge again as the UM continues to grow and our downtowns rebound. Finally, all the policy goals for transit (e.g. social equity, environmental benefits, serving an ageing population, access to affordable housing, labor mobility, etc) are becoming more urgent each year.
3. **Helping Community Rebound:** As the pandemic wanes many people will need to establish new travel patterns and will be looking for new options. This is an ideal moment to upgrade transit services and gain new riders. Waiting until the next millage cycle (2029-2033) will certainly be too late to help the community post-pandemic. From a timing standpoint, 2022-2024 is a window of opportunity to grow our ridership and be a greater service to people throughout our communities.
4. **Implementation:** If a higher millage is approved in 2022 or 2023, new funds will arrive in mid-2024. Transit services require a long lead time to arrange. Having certainty about future funding will allow TheRide to use 2023 to make the necessary arrangements.

TheRide's ridership has already begun to return, quickly reaching 50% of pre-pandemic levels by October 2021. As demand for travel returns, it is essential that TheRide be ready with improved services.

Referendum Date Rationale

The CEO feels that it will be much easier and less expensive to educate voters during the August 2022 election rather than in November 2022. The August election has only primary races (local, state, federal), and we are not aware of any other ballot measures.

In contrast, the November election addresses highly contentious federal and State issues: control of the House of Representatives and the Governorship, and there are reportedly [12 statewide ballot measures](#) vying to be on the November ballot covering issues such as voting rights, term limits, and abortion rights. These contests will be loud, passionate and expensive, and small local ballot measures will struggle to educate voters amid the cacophony.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Andy Aamodt
DATE: April 5, 2022
SUBJECT: 845-945 Clark Road Planned Unit Development (Lincoln Avenue Capital Management Planned Unit Development)

DESCRIPTION:

845-945 Clark Road Planned Unit Development (Lincoln Avenue Capital Management Planned Unit Development)

SUMMARY:

The applicant, Lincoln Avenue Capital Management, is seeking a Planned Unit Development (PUD) for the construction of affordable multi-family and senior apartments at 845 and 945 W Clark Road. Planning Commission reviewed the application and the site plans at their February 16th meeting and recommends City Council approve the PUD and agreement, with site plan-related conditions.

A PUD is a development plan that offers more flexibility to the developer in designing the site. This happens through "departures," or in other words "exceptions," that allow creativity in site design otherwise not possible when strictly adhering to the zoning ordinance. In exchange for design flexibility, developers must provide a public benefit, including (but not limited to) amenities and infrastructure improvements, and often find it easier to accommodate environmental and scenic attributes. Broadly, the public benefits offered by this development include but are not limited to: affordable housing, Green Road's extension, W Clark Road's paving, a 50 foot conservation easement, and more. Further, the development will have additional amenities for its residents.

In this case, the applicant applied for three departures:

1. Exceeding the maximum number of rooms per lot area ratio (§122-427(b)(2)).
2. Providing less than the minimum required parking spaces (§122-691).
3. To omit a sidewalk extending the full stretch of Green Road (§122-672).

Planning Commission recommended approval of the first two departures above, but did not recommend approve of the third departure and recommends the applicant follow the City's sidewalk requirement of §122-672.

Please see the attached Planning Commission staff review for further discussion/analysis. Please see the February minutes for the full list of Planning Commission's recommended conditions of approval. If City Council approves the PUD and agreement as presented, then the Planning Commission conditions of approval will be required to be acted on in the site plan's development. These conditions, including the recording of easements, will need to be constructed prior to issuance of a Certificate of Occupancy.

RECOMMENDATION

Planning Commission recommended City Council approve the Planned Unit Development at their February 2022 regular meeting. The motion passed 7-1.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-065
April 5, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City has an interest in protecting the health, safety, and welfare of the community; and

WHEREAS, the City has a Master Plan that reflects the policy goals of the City, including the guiding value that "anyone, no matter what age or income, can find a place to call home in Ypsilanti;" and

WHEREAS, the applicant, Lincoln Avenue Capital Management, intends to provide public benefits in this development; and

WHEREAS, the Planning Commission recommends the City Council approve the Planned Unit Development; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council adopt the ordinance entitled "Lincoln Avenue Capital Management Planned Unit Development" and approve the associated Planned Unit Development Agreement on First Reading.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 5 day of April 2022

#Resolution No. 2022-065

City of Ypsilanti
Notice of Adopted Ordinance
Ordinance No. 1388

An Ordinance Entitled "Lincoln Avenue Capital Management Planned Unit Development"

THE CITY OF YPSILANTI ORDAINS:

That the properties with the addresses 845 and 945 W Clark Road, tax identification codes 11-11-05-100-002 and 11-11-05-100-004, and legal descriptions attached in the Planned Unit Development agreement;

BE REZONED TO PLANNED UNIT DEVELOPMENT

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

Andrew Hellenga, City Clerk

Attest

I do hereby confirm that the above Ordinance No. _____ was published in the Washtenaw Legal News on the ____ day of _____, ____.

Andrew Hellenga, 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 _____, ____.

Andrew Hellenga, City Clerk

Notice Published:

First Reading:

Second Reading:

Published:

Effective Date:



Resolution No. 2022-066
April 5, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing to consider an ordinance titled "Lincoln Avenue Capital Management Planned Unit Development" be officially closed.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
5 day of April 2022

#Resolution No. 2022-066

**LINCOLN AVENUE CAPITAL MANAGEMENT, LLC
PLANNED UNIT DEVELOPMENT AGREEMENT**

This Planned Unit Development (“PUD”) Agreement (the “Agreement”) is by and between **LINCOLN AVENUE CAPITAL MANAGEMENT, LLC**, a California limited liability company (“Developer”), whose address is 401 Wilshire Boulevard, Suite 1070, Santa Monica, California 90401, and **THE CITY OF YPSILANTI**, a Michigan home rule city (“City”), whose address is One South Huron Street, Ypsilanti, Michigan 48197.

RECITALS

1. The Developer has entered into a purchase agreement for the acquisition of certain real property located in the City of Ypsilanti, Washtenaw County, Michigan, and as more fully described in Exhibit A (the “Property”), which is attached hereto and incorporated herein by reference. Developer, or Developer’s assigns, desires to purchase, develop, own, and operate the property as two separate affordable multi-family housing developments. Both developments will be income and rent restricted to low-income tenants as provided Section 42 of the Internal Revenue Code of 1986, as amended; provided further, however, that occupancy at one of the developments will be restricted to low-income elderly households and that occupancy at the second development will be restricted to low-income families for a combined total of 308 affordable housing units.
2. Developer voluntarily proposed rezoning and development of the Property as a PUD. Accordingly, Developer has applied for approval of an amendment to the Ypsilanti Zoning Ordinance granting a rezoning of the Property to PUD, with the zoning on the Property to be known as the [Lincoln Avenue Capital Management Planned Unit Development] (“LACMPUD”). Developer is the developer and proprietor of the LACMPUD.
3. As part of the application and approval process, Developer has offered and agreed to make the improvements and to proceed with the undertakings as described in the PUD Documents (as defined in Section A below), which Developer and City agree are necessary and roughly proportional to the burden imposed in order to (1) ensure that the public services and facilities affected by the LACMPUD will be capable of accommodating increased service and facility loads caused by the LACMPUD, (2) protect the natural environment and conserve natural resources, (3) ensure compatibility with adjacent uses of

land, (4) promote use of the Property in a socially and economically desirable manner, and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq.

4. For the purpose of confirming the rights and obligations in connection with the improvements, development, and other obligations to be undertaken on the Property once it has been rezoned, the parties have entered into this Agreement to be effective on the effective date of the City's Zoning Ordinance amendment granting rezoning of the Property to the LACMPUD ("Granting Ordinance").

Now, therefore, as an integral part of the rezoning of the Property and approval of the development on the Property, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows;

A. Development as PUD. The Property shall be developed and improved only in accordance with the following (referred to collectively as the PUD Documents):

1. Article VII, Division 1 of the Ypsilanti Zoning Ordinance, as amended.
2. The approved PUD plans for the LACMPUD, as attached to the Permit Conditions as defined Paragraph C below, and as approved by the Ypsilanti City Council (PUD Plans).
3. The Permit Conditions.
4. The approval of the PUD including the findings, departures, and conditions as stated in the February 16, 2022, Action Minutes of the Ypsilanti Planning Commission. These conditions are found in Exhibit B attached.
5. This Agreement.
6. Deed restrictions covering all property within the PUD, to be approved and recorded in the manner set forth in this Agreement.
7. The Conservation Easement for the LACMPUD, to be approved and recorded in the manner set forth in this Agreement.
8. All applicable City ordinances and all design standards for the City of Ypsilanti, except those which have been approved as part of the PUD Plan approval.
9. Any and all conditions of the approval of the Ypsilanti City Council and Planning Commission pertaining to the LACMPUD as reflected in the official minutes of such meetings.

10. Recordation with the Washtenaw County Register of Deeds office of an affidavit by the owner of the Property on the effective date of the rezoning, approved by the City Attorney, containing the legal description of the Property, specifying the date of approval of the LACMPUD, and declaring that all future development of the Property has been authorized, restricted, and required to be carried out only in accordance with the Granting Ordinance and the PUD Documents referenced in that Ordinance.

11. The Granting Ordinance.

12. Any and all other easements and restrictions of record acceptable to the Developer and any lender or investor in the multi-family housing developments contemplated by this Agreement.

Furthermore, all development, use, and improvement of the Property shall be subject to and in accordance with all applicable City ordinances and shall also be subject to and in accordance with all other approvals and permits required under applicable City ordinances, the PUD Documents, and state laws for the respective components of the LACMPUD. To the extent that there are conflicts or discrepancies between respective provisions of the PUD Documents, or between provisions of the PUD Documents and City ordinances, interpretation shall be based on the more strict regulation of the Property and interpretation shall be subject to the reasonable discretion of the Ypsilanti City Council.

B. Effect of PUD Approval. The Granting Ordinance amends the zoning of the Property and constitutes the land use authorization for the Property, and all use and improvement of the Property shall be in conformity with such Ordinance and this Agreement.

C. Land Use. Within the LACMPUD, all buildings and site amenities shall be laid out, situated, and designed as described on the approved PUD Plan. The permitted density and land use mix shall be described in detail in the permit conditions in the Granting Ordinance (“Permit Conditions”).

D. Water and Sanitary Sewer Systems. Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems. All of the foregoing improvements shall be designed and constructed in accordance with the approved PUD Plan and all applicable standards, codes, regulations, ordinances, and laws. Such water and sanitary sewer service facilities (including any on-site and off-site facilities), extensions (including a downstream relief sewer), and easements to reach the area to be served shall be provided by and at the sole expense of Developer, and shall be completed, approved, and may be dedicated to Ypsilanti Community Utilities Authority (as required by Ypsilanti Community Utilities Authority in its discretion) to the extent necessary to fully service all proposed and existing facilities, extensions, and easements, prior to issuance of any building permits

for any building in the LACMPUD, other than building permits issued prior to the date of this Agreement.

E. Signage. This Agreement shall not govern signage. Article VI, Division 5, Signs, of the Zoning Code of Ordinance, as amended, shall govern signage. For the purposes of this section, the Property shall be considered as zoned MD – Multiple Dwelling Residential District. In the case that a future zoning code has changed substantially and no longer contains such a zone, the City Planner shall make a determination as to which zoning district currently in effect is substantially similar in permitted form and use to the Multiple Dwelling Residential District as it existed on the effective date of the City’s Zoning Ordinance amendment granting rezoning of the Property to the LACMPUD.

F. Drives and Parking Lots.

1. All drives and parking lots within and for the Property shall be designed, situated, and constructed in accordance with all requirements and applicable ordinances of City, the PUD Documents, and the approved PUD Plan.
2. Developer, and any assigns and transferees of Developer, shall be responsible for maintenance and repairs, and all costs associated with, of the drives, entranceways, and parking lots during the period of construction and, except for any drives that [may be dedicated] to City or to the Road Commission for Washtenaw County at the time of recording of the respective deed restrictions, Developer shall incorporate provisions in any deed restrictions or condominium document providing for perpetual maintenance obligations by the owners of the Property in the manner more particularly set forth in the Permit Conditions. The Developer shall be responsible for, and all costs associated with, the engineering, construction of, repairs, and maintenance for the Green Road extension, including stormwater sewers and drains, within the city-owned Parcel 3 (see legal description attached in Exhibit A).
3. Prior to completion of the paving of the roads, drives, and parking lots, Developer shall apply dust palliative to and otherwise maintain such areas as necessary to keep them in good repair and minimize problems for adjacent property owners on the motoring public at large. Developer shall also keep all existing public streets and roads free of debris and repair any damage caused by construction activities on the Property and use of such roads for construction purposes. If Developer fails to maintain and repair the roads, drives, parking lots, and/or streets as required by this Section F, in addition to any enforcement authorization or remedy provided in the deed restrictions or any other agreement, City may issue stop work orders and/or withhold issuance of further approvals, permits, and occupancy certificates for the Development until such failure is cured to the reasonable satisfaction of City.

4. For purposes of the maintenance obligations set forth in this Section F, the terms *maintenance*, *maintain*, and *maintained* shall mean and include regular inspections; grading and other earth-moving; removing dirt, debris, and any obstacles; repairing potholes and cracks; adding new materials; providing for drainage; constructing any needed structures (e.g., without limitation, to provide lateral support, curbing, drainage, etc.); graveling; sealing; resurfacing; and such other action as necessary or expedient to provide structural integrity and substantially continuous, unobstructed, and safe vehicular passage, and providing unobstructed drainage as necessary and required.
- G. Storm Water Drainage.** Developer, at its sole expense, shall construct and maintain an on-site storm water drainage system, in accordance with the PUD Plans, PUD Documents, and all applicable ordinances, laws, codes, standards, and regulations.
- H. Walkways.** The internal and external walkways shall be maintained and repaired in a safe, unobstructed, and passable condition by Developer and Developer's successor owners of the Property, at their sole expense, pursuant to terms and provisions to be included in the deed restrictions in the manner more particularly set forth in Section I of this Agreement. Developer shall repair any damage to, and clear all debris that accumulated on, the internal and external walkways described in this Section as a result of any construction activities on or for the Property. If Developer fails to maintain and repair the internal and external walkways as required by this Section, in addition to any enforcement authorization or remedy provided in the deed restrictions or any other agreement, City may issue stop work orders and/or withhold issuance of further approvals, permits, and occupancy certificates for the Property until such failure is cured to the reasonable satisfaction of City.
- I. Deed Restrictions.** Developer shall submit to City copies of proposed deed restrictions applicable to the Property. The deed restrictions shall be listed on a document entitled "Declaration of Covenants, Conditions, Easements, and Restrictions," which shall be applicable to all components of the development of the Property. Unless required by an instrumentality of the State of Michigan or the Federal Government, deed restrictions shall be subject to review by the City Attorney and approval by City prior to recording. As part of such deed restrictions, there shall be provisions obligating Developer and all future successor owners of the applicable portion of the Property to maintain and preserve all roads, drives, entranceways, parking lots, walkways, screening walls, landscaping, lighting, signage, greenbelts, open areas, pedestrian walkways and open area amenities (including the proposed Open Space), setbacks, storm drainage, detention and retention facilities and easements, and any other private common elements and improvements for or within the Property in good working order and appearance at all times and in accordance with the PUD Documents. Additionally,

the deed restrictions shall identify and make reference to the PUD Documents and the regulations of the land provided in the Documents.

J. Conservation Easement. A conservation easement shall be granted to City for certain property proposed as open space, as shown on the approved PUD Plans, which shall be subject to the review and approval of the City Attorney and recorded prior to the issuance of any building permits.

K. City Enforcement. In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with the PUD Documents, City may serve written notice on Developer setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the City Council, or such other Council, body, or official delegated by the City Council, to allow Developer an opportunity to be heard as to why City should not proceed with the correction of the deficiency or obligation that has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event City determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the City Council, or the other Council, body, or official designated to conduct the hearing, determines that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by City in its discretion, City shall then have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under City ordinances and/or state laws:

1. Enter the Property, or cause its agents or contractors to enter the Property, and perform such obligation or take such corrective measures as reasonably found by City to be appropriate: The cost and expense of making and financing such actions by City, including notices by City and legal fees incurred by City, plus an administrative fee in an amount equivalent to 25 percent of the total of all such costs and expenses incurred, shall be paid by Developer within 30 days of a billing to Developer. The payment obligation under this Section shall be secured by a lien against the Property, which lien shall be deemed effective as of the date of the initial written notice of deficiency provided to Developer pursuant to this Section or, in emergency circumstances, the date at which City incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing that has been unpaid by Developer for more than 30 days on the delinquent real property taxes. In the discretion of City, such costs and expenses may be collected by suit initiated against Developer and, in such event, Developer shall pay all court costs and attorney fees incurred by City in connection with such suit if City prevails in collecting funds.

2. Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the PUD Documents. Except in emergency circumstances, Developer shall be provided notice of the deficiencies from City and shall be afforded an opportunity to timely correct. A correction by Developer's lender or investor shall be deemed a correction by Developer. In the event City obtains any relief as a result of such litigation, Developer shall pay all court costs and attorney fees incurred by City in connection with such suit.
3. Issue a stop work order as to any or all aspects of the Development, deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development, regardless of whether Developer is the named applicant for such permit or certificate of occupancy, and suspend further inspections of any or all aspects of the Development.

L. Enforcement; Severability. Any failure or delay by City to enforce any provision contained in this Agreement shall in no event be deemed, construed, or relied on as a waiver or estoppel of the right to eventually do so in the future. This Agreement is intended to establish zoning ordinance regulations applicable to the Property and shall be enforceable as a contract with contract remedies. Each provision and obligation contained in this Agreement shall be considered to be an independent and separate covenant and agreement and, in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.

M. Agreement Jointly Drafted. Developer has negotiated with City the terms of the PUD Documents and such documentation represents the product of the joint efforts and mutual agreements of Developer and City. Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of the PUD Documents, and the final terms, conditions, requirements, and obligations of the PUD Documents, and Developer shall not be permitted in the future to claim that the effect of the PUD Documents results in an unreasonable limitation on uses of all or a portion of the Property or claim that enforcement of the PUD Documents causes an inverse condemnation, other condemnation, or taking of all or any portion of the property. Furthermore, it is agreed that the improvements and undertakings described in the PUD Documents are necessary and roughly proportional to the burden imposed, and are necessary in order to (1) ensure that public services and facilities necessary for and affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development; (2) protect the natural environment and conserve natural resources; (3) ensure compatibility with adjacent uses of land; (4) promote use of the Property in a socially, environmentally, and economically desirable manner; and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq.

It is further agreed and acknowledged that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property and all such improvements without exception are clearly and substantially related to City's legitimate interests in protecting the public health, safety, and general welfare.

N. Ambiguities and Inconsistencies. Where there is a question with regard to applicable regulations for a particular aspect of the Property or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Documents that apply, City, in the reasonable exercise of its discretion, shall determine the regulations of City's Zoning Ordinance, as that Ordinance may have been amended, or other City ordinances that are applicable, provided such determination is no inconsistent with the nature and intent of the PUD Documents. In the event of a conflict or inconsistency between two or more provisions of the PUD Documents, or between the PUD Documents and applicable City ordinances, the more restrictive provision, as determined in the reasonable discretion of City, shall apply.

O. Running with the Land; Governing Law. This Agreement shall run with the land constituting the Property and shall be binding on and inure to the benefit of City and its successors, Developer, all future owners, developers, and builders of any part of the Property, all undersigned parties, and all of their respective heirs, successors, assigns, and transferees. An affidavit providing notice of the rezoning of the Property, the PUD Documents, this Agreement, and the general obligations relating the PUD shall be executed by the property owners and may be recorded by any of the undersigned parties following the execution of this Agreement. This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in Michigan courts. The parties undersigned and agree that this Agreement is consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable law.

P. Control of PUD Property. City is fully authorized and empowered to rezone the Property in accordance with and pursuant to the PUD Documents and all other documents, agreements, plans, dedications, ordinances, and recordings applicable to the Lincoln Avenue Capital Management Planned Unit Development as submitted to and approved by the Ypsilanti City Council.

This Agreement was executed by the respective parties on the date specified with the notarization of their signatures and shall be considered to be dated and take effect on the effective date of the Granting Ordinance.

[Signature page follows]

LINCOLN AVENUE CAPITAL MANAGEMENT, LLC,
a California limited liability company

By:
Its:

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing was acknowledged before be this _____ day of _____,
20__ by _____ who being duly sworn, did say that she/he is the
_____ of LINCOLN AVENUE CAPITAL
MANAGEMENT, LLC, and did not represent that she/he was duly authorized to execute this
document on behalf of said California limited liability company.

_____, Notary Public

My commission expires: _____

[Intentionally blank. Signature continued on next page.]

Lois Allen Richardson
Mayor

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

_____, Notary Public

_____, County, Michigan

My commission expires: _____

Andrew Hellenga
Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

_____, Notary Public

_____, County, Michigan

My commission expires: _____

EXHIBIT A
(legal description of the Property)

PARCEL 1 (B):

A parcel of Land situated in part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, more particularly described as follows:
Commencing at the Northeast corner of Section 5, Town 3 South, Range 7 East, Thence due West, (along the North line of Section 5, being also known as the approximate centerline of Clark Road), 1056.00 feet to the POINT OF BEGINNING; thence south 0 degrees 49 minutes 00 seconds West, 391.71 feet to a point; thence due West 198.98 feet to a point; thence South 44 degrees 30 minutes 00 seconds West, 130.00 feet to a point; thence North 45 degrees 30 minutes 00 seconds West, 133.00 feet to a point; thence South 44 degrees 30 minutes 00 seconds West, 282.00 feet to a point; thence North 48 degrees 36 minutes 30 seconds West, (along the North bank of the Huron River), 274.11 feet to a point; thence due North (to the North line of Section 5), 411.09 feet to a point; thence due East (along the North line of Section 5), 793.00 feet to the POINT OF BEGINNING.

EXCEPTION THEREFROM THE FOLLOWING:

Part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County Michigan, described as: Commencing at the Northeast corner of said Section 5; thence West along the North line of the Northeast 1/4 of said Section 5, also being the centerline of Clark Road, a distance of 1056.00 feet; thence South 00 degrees 49 minutes 00 seconds West 391.71 feet; thence West 198.98 feet; thence South 44 degrees 30 minutes 00 seconds West 60.83 feet to the POINT OF BEGINNING of the premises here in after described and proceeding thence South 44 degrees 30 minutes 00 seconds West 69.17 feet; thence North 45 degrees 30 minutes 00 seconds 98.00 feet; thence North 43 degrees 18 minutes 31 seconds East 50.28 feet; thence South 77 degrees 17 minutes 35 seconds East 32.40 feet; thence South 46 degrees 58 minutes 19 seconds East 71.53 feet to the POINT OF BEGINNING.

PARCEL 2 (A):

Lot 2 of Newton Acres Subdivision No. 2 as recorded in Liber 19 of Plats, page 31, Washtenaw County Records.

EXCEPTING THE FOLLOWING:

Commencing at the Northeast corner of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan; thence North 89 degrees 58 minutes 50 seconds West along the North line of said Section and the centerline of Clark Road 1056.00 feet to the Northwest corner of proposed Newton Acres No. 2; thence South 00 degrees 40 minutes 00 seconds West along the West line of proposed Newton Acres No. 2 43.00 feet to the POINT OF BEGINNING; thence continuing South 00 degrees 49 minutes 00 seconds West along said West line 527.40 feet to a point on the North line of proposed Green Road; thence South 89 degrees 58 minutes 50 seconds East along said North line 33.00 feet; thence North 00 degrees 49 minutes 00 seconds East 527.40 feet to a point 43.00 feet Southerly of the centerline of Clark Road; thence North 89 degrees 58 minutes 50 seconds West parallel with said centerline 33.00 feet to the POINT OF BEGINNING, said parcel being part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan.

PARCEL 3:

Commencing at the Northeast corner of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan; thence North 89 degrees 58 minutes 50 seconds West along the North line of said Section and the centerline of Clark Road 1056.00 feet to the Northwest corner of proposed Newton Acres No. 2; thence South 00 degrees 40 minutes 00 seconds West along the West line of proposed Newton Acres No. 2 43.00 feet to the POINT OF BEGINNING; thence continuing South 00 degrees 49 minutes 00 seconds West along said West line 527.40 feet to a point on the North line of proposed Green Road; thence South 89 degrees 58 minutes 50 seconds East along said North line 33.00 feet; thence North 00 degrees 49 minutes 00 seconds East 527.40 feet to a point 43.00 feet Southerly of the centerline of Clark Road; thence North 89 degrees 58 minutes 50 seconds West parallel with said centerline 33.00 feet to the POINT OF BEGINNING, said parcel being part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan.

EXHIBIT B
(Planning Commission Findings, Departures, and Conditions)

Findings:

1. The application, site plan, and multiple family dwelling land use substantially complies with §122-311, 122-702, and 122-706.

Departures:

1. Departure 1: from the maximum lot area to room ratio requirement (§122-427(b)(2)).
2. Departure 2: from the minimum required parking spaces requirement (§122-691).

Conditions:

1. The applicant obtain land control for the Green Road extension.
2. Site plans shall undergo detailed engineering review.
3. The 50' public easement along river shall be recorded at Register of Deeds.
4. Applicant shall submit revised lighting plan for administrative approval.
5. Tree protection plan shall be provided to identify trees to remain for administrative review.
6. Tree and shrub list shall be further narrowed to identify exact trees and shrubs used for administrative review.
7. Foundation landscaping area shall be confirmed at least 4' in horizontal depth measured perpendicularly from the edge of the building.
8. Applicant shall provide a fee in lieu in place of a sidewalk along the full stretch of Green Road requirement in §122-672.

**Approved Meeting Minutes
Planning Commission
Wednesday, February 16, 2022 – 7:00 P.M.**

**City Hall- Council Chambers
1 S Huron St, Ypsilanti, MI 48197**

I. Call to Order

II. Roll Call

Matt Dunwoodie, Chair	P
Michael Simmons, Vice-Chair	P
Marc Arthur	P
Eric Bettis	P
Mike Davis Jr.	P
Jessica Donnelly	P
Phil Hollifield	P
Carl Schier	P

III. Approval of Minutes

- January 2022 Meeting
Motion to approve the January 2022 meeting minutes.
Offered By: Commissioner Davis Jr; Seconded By: Hollifield
Approved: Yes – 8; No – 0

IV. Audience Participation

*Open for general public comment to Planning Commission on items for which a public hearing is not scheduled.
Please limit to three minutes.*

Motion to open audience participation.

Offered By: Commissioner Hollifield; Seconded By: Simmons
Approved: Yes – 8; No – 0

No one spoke.

Motion to close audience participation.

Offered By: Commissioner Donnelly; Seconded By: Simmons
Approved: Yes – 8; No – 0

V. Committee Reports

- Non-motorized Advisory Committee - All non-essential committee meetings were prohibited through February due to the Covid variant surge. No meeting was held.

VI. Presentations and Public Hearing Items

- Planned Unit Development – 845 & 945 W Clark Road
Staff presentation by City Planner Andy Aamodt. Staff also explained the CBO process. He reminded the commission that incentives and affordability are not in the purview of this commission.

If substantial changes happen outside of the approved site plan it would come back for review.

Commissioner Arthur asked for clarifications on Council processes. Can they cross out conditions made by the PC? Yes.

Kyle Brasser, applicant, and Brandon Chaney, engineer, were present for clarifications and questions.

The commission asked about the relation of the site locations to the river. There is a steep slope to river. The applicant is working on limiting the potential danger of residents coming too close to the slope.

- *Public Hearing*

Motion to open the public hearing.

**Offered By: Commissioner Hollifield; Seconded By: Commissioner Davis Jr
Approved: Yes – 8; No – 0**

A letter from direct neighbors of the property, John and Sally Lusk, in opposition to the development was read to the Commission.

Motion to close the public hearing.

**Offered By: Commissioner Simmons; Seconded By: Commissioner Donnelly
Approved: Yes – 8; No – 0**

The commission discussed Departure #2 – The ability to build a sidewalk versus a condition for a fee in lieu, at length.

Commissioner Davis Jr. asked about tree fencing. A conversation ensued about conditioning river access as part of an approval.

Commissioner Davis Jr. does not want to see the development cut down what little trees are being saved.

Commissioner Dunwoodie addressed the dangerous slopes. There is a 1:1 incline.

Commissioner Donnelly questioned if a potential river path would be owned and maintained by the City and not be private. The commission discussed the 50-foot conservation easement from the river.

Commissioner Dunwoodie stated that the Commission put together a subcommittee for housing. We have been talking about the lack of housing in the city, specifically senior and affordable housing. We shouldn't get wrapped up on details like a sidewalk.

Commissioner Davis Jr. pointed out site plan issues. He believes there are ways to change the site plan to save parts of the woodland. The sustainability plan is also in the master plan, and that speaks about rezoning this parcel to save these woodlands.

Commissioner Davis Jr is advocating to thoughtfully use the 90 days for alterations of the site plan. We were given this to review on a Friday for review on Wednesday. He advocates for shrinking the parking area, shrinking the footprint, and a sensical pedestrian sidewalk plan.

Commissioner Davis Jr. also hopes the development remove wide swaths of grass in the plan. Why remove trees that have been here longer than all of us for grass? Why remove old growth trees to plant screening evergreens?

Commissioner Dunwoodie stated it is not appropriate for the Commission to ask the developer to comply with the ordinance to a lesser extent.

Commissioner Arthur spoke to a permeable path at the river.

Commissioner Bettis would support lower required parking if possible.

Commissioner Hollifield supports the site plan as is.

Commissioner Donnelly does not support adding conditions. The housing is beneficial.

The Commission and City Planner discussed that any type of requirements Planning Commission might add should have a tie to public benefits.

Commissioner Dunwoodie supports a fee in lieu be in place for the sidewalk. Staff suggested the sidewalk departure be turned into condition to ensure it will be done.

Motion to **approve** the Planned Unit Development at 845 & 945 W Clark Road with the following findings, departures, and conditions:

Findings:

1. The application, site plan, and multiple family dwelling land use substantially complies with §122-311, 122-702, and 122-706.

Departures:

1. Departure 1: from the maximum lot area to room ratio requirement (§122-427(b)(2)).
2. Departure 2: from the minimum required parking spaces requirement (§122-691).

Conditions:

1. The applicant obtain land control for the Green Road extension.
2. Site plans shall undergo detailed engineering review.
3. The 50' public easement along river shall be recorded at Register of Deeds.
4. Applicant shall submit revised lighting plan for administrative approval.
5. Tree protection plan shall be provided to identify trees to remain for administrative review.
6. Tree and shrub list shall be further narrowed to identify exact trees and shrubs used for administrative review.
7. Foundation landscaping area shall be confirmed at least 4' in horizontal depth measured perpendicularly from the edge of the building.
8. Applicant shall provide a fee in lieu in place of a sidewalk along the full stretch of Green Road requirement in §122-672.

Friendly amendment offered by Commissioner Davis Jr that the following condition be added: the site plan shall be revised to have no more than 360 parking spaces as it is a public benefit under §122-706(e) and (f). **Friendly amendment rejected by Commissioner Simmons.**

Friendly amendment offered by Commissioner Dunwoodie to clarify that the motion is to recommend City Council approval of the Planned Unit Development. **Friendly amendment accepted by Commissioner Simmons.**

Offered By: Commissioner Simmons; Seconded By: Commissioner Hollifield
Approved: Yes – 7; No – 1 (Davis Jr)
Motion Carried

Reason for Commissioner Davis Jr's opposition – The site plan does not comply with the Master Plan.

VII. Old Business

VIII. New Business

IX. Future Business Discussion / Updates

Andy Aamodt had marijuana-related updates for the Commission. The Commission generally agreed that if state law allows for co-location of specific uses, then the City should allow it if the ordinance is silent otherwise.

X. Adjournment

Motion to adjourn at 9:22pm.

Offered By: Commissioner Hollifield; Seconded By: Donnelly

Approved: Yes – 8; No – 0



City of Ypsilanti
Community & Economic Development Department

February 16, 2022

**Staff Review of Special Use and Site Plan Review
845-945 W Clark Rd**

GENERAL INFORMATION

Applicant: Lincoln Avenue Capital
401 Wilshire Blvd, Ste 1070
Santa Monica, CA 90401

Project: 845-945 W Clark Road Multi-family and Senior Apartments

Public Hearing Date: February 16, 2022

Location: 845 and 945 W Clark Rd
Parcel ID# 11-11-05-100-002, 11-11-05-100-003, and 11-11-05-100-004

Zoning: MD – Multiple Family Dwelling District

Action Requested: Planned Unit Development Approval

Staff Recommendation: Approval with conditions

PROJECT AND SITE DESCRIPTION

The applicant is seeking a Planned Unit Development for the construction of multi-family and senior apartments at 845 and 945 W Clark Road. These lots are currently vacant, forested lots. The total combined site is about 13.5 acres (588,599 square feet).

A planned unit development (PUD) is a large, integrated development adhering to a comprehensive plan and located on a single tract of land or on two or more tracts of land that may be separated only by a street or other right-of-way. PUDs offer a flexibility in departures, or in other words "exceptions," that allow creativity in site design and the protection of environmentally sensitive lands not otherwise possible. In exchange for design flexibility, developers must provide a public benefit, including (but not limited to) amenities and infrastructure improvements, and often find it easier to accommodate environmental and scenic attributes. Broadly, the public benefits offered by this development include but are not limited to: affordable housing, Green Road's extension, W Clark Road's paving, a 50 foot conservation easement, and more. Further, the development will have additional amenities for its residents.

Figure 1: Site Aerial (2020)



Figure 2: Google Street-view of Clark Rd (July 2019)



Figure 3: Land Use and Zoning of Surrounding Area

	LAND USE	ZONING
NORTH	Single-family residential	Superior Township
EAST	Multi-family residential	MD
SOUTH	Multi-family residential	MD
WEST	Single-family residential	R1

PLANNED UNIT DEVELOPMENT: PURPOSE

§122-700

- (a) *It is the purpose of this article to provide guidelines for development or redevelopment which is planned as a unit. Toward this end, it is the intent of these regulations to allow flexibility in the regulation of land development; encourage innovation in land use and variety in design, layout, and type of structures constructed; achieve economy and efficiency in the use of land, energy, public services, and utilities; encourage useful open space; provide better housing, employment, shopping opportunities, compatibility of design, and use between neighboring properties; facilitate the preservation and reuse of historic structures; and encourage development that is consistent with the City's master land use plan.*
- (b) *The approval of a planned unit development application requires an amendment to this chapter to revise the Zoning Map and designate the subject property as "PUD, planned unit development." An approval granted under this article, including all aspects of the final site development plan and conditions imposed on it, constitutes an inseparable part of this chapter.*
- (c) *The provisions of this article are not intended as a device for ignoring this chapter, the specific standards set forth in this chapter, or the planning upon which it has been based. Provisions of this article are intended to result in land development substantially consistent with the zoning standards generally applied to the proposed uses, allowing for modifications and departures from generally applicable standards in accordance with the guidelines of this article to insure appropriate, fair, and consistent decision-making.*

PLANNED UNIT DEVELOPMENT: CRITERIA AND REVIEW

§122-702

- (a) *Unified Control. Unified control. The proposed development must be under single ownership or control such that there is a single person or entity having responsibility for completing the project in conformity with this chapter. The applicant must provide legal documentation of a single ownership or control in the form of agreements, contracts, covenants, and deed restrictions which indicate that the development can be completed as shown on the plans, and further, that all portions of the development that are not to be maintained or operated at public expense will continue to be operated and maintained by the developers or their successors.*
COMMENTS: The site is proposed as single-ownership. The Green Rd extension will be a project in which the applicant has control through acquiring the property or through easements/agreements with the City of Ypsilanti. Standard met.
- (b) *Minimum size. The minimum size of a planned unit development in the Walkable Urban Districts is one half-acre of contiguous land. The minimum size of a planned unit development in the Use Based Districts is one acre of contiguous land.*
COMMENTS: The site is 13.5 acres. Standard met.
- (c) *Applicable base regulations. Unless waived or modified in accordance with the procedures and standards set forth in this article, the yard, bulk, parking, loading, landscaping, lighting, general provisions, and all other standards set forth in this chapter for the uses listed below must be applicable for uses proposed as part of a planned unit development:*

(1) Multiple-family residential uses must comply with the regulations applicable in the MD multiple dwelling residential district.

(2) Commercial and office uses must comply with the regulations applicable in the C - Center district.

(3) Manufacturing uses must comply with the regulations applicable in the PMD - Production, Manufacturing, and Distribution district.

(4) Mixed uses must comply with the regulations applicable for each individual use, as outlined above, except that if conflicts exist between provisions, the regulations applicable to the most dominant use must apply.

(5) To encourage flexibility and creativity in development consistent with the planned development concept, departures from compliance with the base regulations may be granted by the City Council, upon recommendation of the Planning Commission, as a part of the approval of the planned development. For example, such departures may include modifications of lot dimensional standards, setback requirements, density standards, parking and landscaping requirements, and similar requirements. Such departures may be approved only on the condition that they will result in a higher quality of development than would be possible using conventional zoning standards.

COMMENTS: This is a multiple-family dwelling development that is a permissible use in the MD zoning district. The applicant is applying for three departures:

- 1) **Exceeding the maximum number of rooms per lot area ratio (§122-427(b)(2)).** The MD district would cap the number of rooms in this development at 420 rooms if this was a traditional site plan review. Using the "rooms" definition, if all units were simply one bedroom and one living room (kitchens and bathrooms don't count as "rooms"), this site would then be capped at 210 total units. There could hypothetically be higher density if this a site this size was divided into Cottage building types, as about 235 single-family homes could then be built on single lots. From a density standpoint the MD zoning district is indeed intended to serve higher density than a CN-SF district, and using the ordinance's strict standards, that would not be the case.
- 2) **Lacking a sidewalk extending the full stretch of Green Road (§122-672).** The site plan proposes a sidewalk running down the full stretch of W Clark Road in accordance to the Clark Road renovation project. It also proposes a sidewalk along the north-south length of the Green Road extension, but does not propose a sidewalk running the east-west length of the current Green Road. The site plan uses the extent of this area of the site for a detention basin and for the preservation of woodlands. The literal ordinance standard states "For all development projects, either a new public sidewalk or if necessary the reconstruction of existing sidewalks, must be provided along the perimeter of the lot which abuts any street.... (2) A fee in lieu of construction may be provided by the development in the amount of 100% of the construction cost, upon a finding that any portion of the perimeter of a lot is included in a transportation project programmed in the City's 5-year Capital Improvement Plan, or with a finding that sidewalk construction at this location is impractical due to lack of connectivity. Any fee paid for this purpose is reserved for non-motorized improvements as a part of the identified transportation project or for path and sidewalk construction throughout the City, respectively." Therefore, if Planning Commission does not approve of this departure, Planning Commission might condition that the sidewalk be built along Green Road, or that the applicant pay a fee-in-lieu.
- 3) **Providing less than the minimum required parking spaces (§122-691).** An excess of impervious surface might be degrading to the environment, as well as costly for the applicant. The applicant provided a traffic engineer's parking study of the site, which shows that a development of this many dwelling units should only occupy 352 spaces during peak occupancy, therefore the 449 spaces offered is sufficient. Furthermore, an addition of the AAATA transit stop on the site would actually nullify this need for a PUD departure, as the applicant could have used the transit stop to reduce parking by up to 99 spaces. Adding the transit stop is a desire of the applicant and City staff, but at this time there is no formal approval for the transit stop yet, which is the reason for the PUD departure.

Staff believes that despite these departures, the development will be of higher quality than if conventional zoning standards were used. Standard met.

(d) Street Access. Each lot, main building, and principal use within a Planned Development district shall have vehicular access to a public street. Adequate provision shall be made for dedications of land for streets and essential services.

COMMENTS: All of the buildings within the development have access to a public street. Standard met.

(e) Usable Open Space. The proposed development shall contain at least as much open space as would otherwise be required by the existing underlying zoning.

COMMENTS: The development provides adequate overall open space. There is 44.8% impervious surface, thus meeting the 45% site impervious surface maximum (§122-427(a)(1)). Pertaining to usable outdoor living space, the development complies with the minimum outdoor living space provision (§122-427(b)(2)) under the MD zoning district by a wide margin- about 180%. Standard met.

(f) Landscaping and Maintenance of Common Areas. All required yards and common areas shall be landscaped and adequately and permanently maintained by the property owner, tenant, or organization responsible for maintaining common areas. Through an irrevocable conveyance, such as deed restrictions or covenants that run with the land, the developer shall assure that all yards and common areas will be developed in accordance to the site plan and not changed to another use.

COMMENTS: Adequate landscaping is proposed, meeting the MD zoning district standards. The owner will be responsible for all maintenance. Standard met.

(7) Additional Considerations. During review of a proposed planned development, the Planning Commission shall take into account the following considerations which may be relevant to a particular project:

- perimeter setbacks and screening;
- thoroughfares, drainage, as provided for in best management practices as appropriate, and utility design;
- underground installation of utilities;
- insulating pedestrian circulation from vehicular thoroughfares and ways;
- achievement of an integrated development with respect to signage, lighting, landscaping and building materials;
- and noise reduction mechanisms, particularly in cases where non-residential uses adjoin off-site residentially-zoned property.

COMMENTS: The use of the land is for multi-family dwelling use, and is a compatible use for the surrounding area. For the site plan's specific details, see the later section of this review entitled "Site Plan: Criteria and Review." Standard met.

PLANNED UNIT DEVELOPMENT: PROCESS

§122-705

Broadly, this is the Planned Unit Development process:

- 1) Pre-application conference. (Completed)
- 2) Planned Unit Development application submitted to Planning Department. (Completed)
- 3) Planning Commission review, public hearing, and recommendation to Council **(currently here)**.
- 4) City Council action: City Council may approve the PUD.
- 5) Effect of approval: PUD adoption is to be published and the Zoning Map is to be updated to reflect it.
- 6) Applicant record the approval and its records with the Register of Deeds.

SITE PLAN: CRITERIA AND REVIEW**§122-311**

A full site plan is required per Division II, Subdivision I of the zoning ordinance.

STANDING**§122-311(a)**

The applicant is legally eligible to apply for site plan review, and all required information has been provided.

REQUIREMENTS**§122-311(b)**

"The proposed site plan conforms to all the provisions and requirements, as well as the spirit and intent of this chapter and the Master Plan. The proposed development will meet all the regulations of the zoning district in which it is located."

The site plan is required to follow the MD Zoning District standards, as well as the zoning ordinance's site standards. However, because the plan is a Planned Unit Development, it is asking for the three departures listed above: from the maximum lot area to room ratio requirement (§122-427(b)(2)), from the sidewalk abutting full stretch of Green Road requirement (§122-672), and from the minimum required parking spaces requirement (§122-691).

BUILDING LOCATION AND SITE ARRANGEMENT**§122-311(c)**

"All elements of the site plan shall be harmoniously and efficiently organized in relation to the character of the proposed use, the size and type of lot, the size and type of buildings, and the character of the adjoining property. The site shall be so developed as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this chapter."

The lot is 13.5 acres (588,599 square feet). The senior housing building will be 215,976 square feet of total floor area, and will contain 152 units. The five multi-family walk-up apartment buildings will combine for 187,072 square feet of total floor area, and house 156 units. There is a proposed clubhouse for office, fitness, kitchen, and community space.

Figure 4: MD Zoning District Standards

REF.	PROVISION	REQUIRED	EXISTING	PROPOSED	NOTES
<i>Blue text: site plan complies Red text: site plan does not comply Black text: existing nonconformity or not applicable</i> Highlighted text: PUD Departure applied for by applicant.					
122-427	Lot Coverage	45% maximum impervious surface lot coverage	N/A	44.8%	Complies
	Parking setbacks	10 feet side and rear yard	N/A	>10'	Complies
	Parking location	Not permitted in front yard	N/A	(East parking lot REVISED)	Complies
	Minimum lot width	45'	~1,358'	No changes	
	Structure height	65' / or 6 stories	N/A	All structures are ≤ 60'10" measured from grade to highest point	Complies
	Lot size	8,000 s.f. minimum	588,599 s.f.	No changes	
	Outdoor space	130 s.f. of outdoor space per bedroom =		132,921 s.f. of outdoor living space,	Complies

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		75,660 s.f. of outdoor space		all balconies are at least 5' wide	
		588,599 / 1400 = 420 rooms maximum Definition of room: Room, for the purpose of determining lot area requirements and density in a multi-family district, means a living room, dining room, or bedroom, and any other room equal to at least eighty (80) square feet in area. A room shall not include the area in kitchen, sanitary facilities, utility provisions, corridors, hallways and storage.			
	Ratio of lot size to number of rooms (MD)		N/A	892 Rooms	PUD Departure.
	Distance between buildings (MD)	20'	N/A	>20'	Complies
	Front setback	25'	N/A	≥25'	Complies
	Side setback	6'	N/A	>6'	Complies
	Side setback combined	14'	N/A	>14'	Complies
	Street side setback	15'	N/A	>15'	Complies
	Rear setback	25'	N/A	>25'	Complies
	Setback from adjacent residential (adjacent R1)	25'	N/A	>25'	Complies
-	Corner lots		-	-	-
	Usable floor area	1 bedroom = minimum 600 s.f. 2 bedroom = minimum 800 s.f. 3 bedroom = minimum 1,000 s.f.		1 BR units: 702-750 s.f. 2 BR units: 977-1,025 s.f. 3 BR units: 1,197-1,242 s.f.	Complies
	Landscaping—conflicting land use screening (PMD)	-	-	-	-
	Greenbelt (PMD)	-	-	-	-

	Accessory building: size; street, side, and rear setbacks; building envelope; distance from principal structure; number of buildings			Accessory clubhouse structure complies with ordinance	Complies
	Signs: size, setback, height, number	-	-	-	-

Figure 5: General Site Regulations

REF.	PROVISION	REQUIRED	EXISTING	PROPOSED	NOTES
<i>Blue text: site plan complies Red text: site plan does not comply Black text: existing nonconformity or not applicable</i> Highlighted text: PUD Departure applied for by applicant.					
122-607	Building entrances	Building entrances must face street	N/A	All building entrances face a street	Complies
	Existing easements	Construction of permanent structure over right of way or easement unlawful (without prior authorization by City Council and/or holder of such easement)	Right-of-way easement parcel between 845 and 945 parcels.	Proposed to continue as a public right-of-way with public sidewalks and street parking; shall obtain control of City ROW, and Department of Public works and City Council approval for construction.	
	Planned easements	All site plans must show a 50'-100' conservation and/or access easement along any Huron River frontage	N/A	50' conservation and Non-Motorized easement provided in plans.	Shall be recorded at Register of Deeds
122-608	Trash receptacles & dumpsters	Masonry enclosure 1' taller than dumpster (no less than 6'), rear yard, 80% opaque swing door, on a concrete pad.	N/A	Dumpsters and enclosures provided.	Complies
122-609	Required lighting	- not >0.5 fc at lot line - not >16' in height - not < 0.3 fc anywhere where lighting required. must average > 0.5 fc across entire area where lighting required.	N/A	Lighting plan provided. Some building entrances are less than 0.3.	Applicant to submit revised lighting plan.

122-611	Steep slopes protection	Structures must be designed in a manner that requires minimum amount of alteration to the steep slope and that otherwise complies with the grading standards in item b of this section... <i>cont'd</i>	Steep slopes at various points in site.	Steep slopes will be re-graded where buildings will be placed. Note on site plan.
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Items to be addressed:

- Applicant shall obtain control for construction of Green Road extension on City Right-of-Way.
- The 50' public easement along river shall be recorded at Register of Deeds.
- Applicant shall submit revised lighting plan for administrative approval.

SITE ACCESS, TRAFFIC, AND PARKING

§122-311(d)

"With respect to vehicular and pedestrian circulation on the site, including walkways, interior drives, and parking; circulation shall to the extent possible create potential cross-and joint-access to adjacent parcels and the existing block layout. Special attention shall be given to the location, number and spacing of ingress and egress points; general interior circulation including turnaround areas; adequate provisions for delivery of services (trash removal, school buses, mail and parcel delivery); separation of pedestrian and vehicular traffic; avoidance of building corners next to access drives; identification of addresses; storage of plowed snow; and arrangement of parking areas that are safe and convenient, and insofar as practicable, do not detract from the design of the proposed buildings and structures, neighboring properties, pedestrian and bicyclist safety, access to transit and flow of traffic on adjacent streets. All buildings or groups of buildings shall be so arranged as to permit adequate access by emergency vehicles as required by the city building code."

The site plan proposes primary access from W Clark Road, and also access from Green Road. W Clark Road is proposed to be renovated and paved by the developer, where they are going through the Washtenaw County Road Commission for permitting. Green Road is proposed to extend from its current end through to W Clark Road. That is proposed on the City's ROW and will need to obtain full approval through City Council to do so.

By the zoning ordinance's standard, the site plan is technically under-parked and the applicant is applying for a PUD departure for such. The applicant provided a traffic engineer's parking study of the site, which shows that a development of this many dwelling units should only occupy 352 spaces during peak occupancy, therefore the 449 spaces offered is sufficient. Furthermore, an addition of the AAATA transit stop on the site would actually nullify the need for a PUD departure, as the applicant could have used the transit stop to reduce parking by up to 99 spaces. Adding the transit stop is a desire of the applicant and City staff, but at this time there is no formal approval for the transit stop yet, which is the reason for the PUD departure.

Figure 6: Site access, traffic and parking

REF.	PROVISION	REQUIRED	EXISTING	PROPOSED	NOTES
<i>Blue text: site plan complies Red text: site plan does not comply Black text: existing nonconformity or not applicable</i> Highlighted text: PUD Departure applied for by applicant.					
122-671	Public service areas	Site shall provide adequate access for fire, police, sanitation, and public works vehicles.	N/A	22' maneuvering lane width, and truck turning templates provided.	Complies
122-672	Sidewalks	Sidewalks shall be provided along perimeter of the lot which abuts any street, or shall be modified by Planning Commission.	N/A	Clark Rd and Green Rd connection sidewalks are provided. However, no sidewalk provided along north side of Green Rd along south edge of site.	PUD Departure.
122-675	Traffic visibility	At driveway: within a 10'x10' triangle formed by the street ROW line and the edge of the driveway	N/A	Appears to comply.	Complies
122-683	Off-street parking for all other uses: ingress and egress	10-30 ft. for one way traffic, 20-30 ft. for two-way traffic.	N/A	Parking lot driveway curb-cuts are 22' and 20' wide.	Complies
	Off-street parking for all other uses: access and maneuvering drives	All parking spaces must be accessible to vehicles by means of maneuvering aisles.... All parking spaces shall be designed so that any motor vehicle may be parked or unparked without moving another vehicle.	N/A	Appears to comply.	Complies
	Off-street parking for all other uses: surfacing	Durable bonded material in accordance with accepted engineering standards, or alternative surfacing materials to minimize impervious surface and stormwater runoff	N/A	Appears to comply.	Surfacing to be reviewed in detailed engineering.
	Off-street parking for all other uses: drainage	Graded and drained to public storm sewers or alternate. No surface water shall be permitted to drain onto adjoining properties. No surface water drainage from an off-street parking lot shall be	N/A	Site grading plan and utility plan provided.	Drainage to be reviewed in detailed engineering.

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		permitted to drain across a public sidewalk.			
	Off-street parking for all other uses: setback from adjacent lot	Parking areas are required to be 10' from any adjacent lot. PC may waive this requirement in whole or in part with a finding that the lot shares a common access and common parking with the adjoining lot, or that stormwater, landscaping, and other similar concerns have been adequately addressed with other methods.	N/A	Appears to comply.	Complies
	Off-street parking for all other uses: striping	For parking lots containing five or more spaces, all spaces shall be outlined with three-inch wide strips of white or yellow paint, except that barrier-free spaces shall be blue, with a symbol of compliance in blue, and signed in accordance with the State Barrier-Free Code.	N/A	Striping is shown and dimensioned.	Complies
	Off-street parking for all other uses: wheel stops	For parking lots containing five or more spaces or accessory to commercial uses, wheel stops or curbing shall be provided for all parking spaces to prevent any vehicle from projecting beyond the parking lot area, bumping any wall or fence, or encroaching upon any landscaping.	N/A	Curbing proposed.	Complies
	Off-street parking for all other uses: lighting	With the exception of multiple-family dwellings on individual lots containing no more than four units, parking and loading facilities utilized during night-time hours shall be artificially illuminated. All such outdoor lighting shall meet the requirements of §122-609.	N/A	Lighting plan provided and complies for parking lots.	Complies
122-684	Parking landscaping: landscape islands	- At least 1 landscape island for each 16 spaces - Islands w trees: 9' wide min and 160' sf - Islands w 5' min walkway: 11' wide min - Islands: curbed or used for stormwater - Ends of all aisles and corners shall be curbed with a landscaped island.	N/A	Dimensions provided and comply.	Complies

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	Parking landscaping: trees to parking spaces ratio	1 tree per every 8 parking spaces = 56 trees	N/A	More than 56 trees proposed in islands or lining parking lots.	Complies
	Parking screening	Off-street parking areas in the side and rear yard which abut a R-1, MD, CN, CN-Mid, CN-SF zoning district must be screened in accordance with §122-634. All off-street parking areas that are visible from a public road shall be screened from view with a solid wall or landscape planting achieving at least 80% opacity year-round at least three (3) feet in height but no more than four (4) feet in height, in conformance with §122-675	N/A	Screen or landscape planting of 80% opacity provided.	Complies
	Overhang/encroachment protection	Landscaped areas, walls, structures, and walks shall be properly protected from vehicular encroachment or overhang through appropriate wheel stops or curbs, as well as a distance of at least 3 feet.	N/A	Curbing appears to be proposed and details provided.	Complies
122- 685	Parking dimensions: regular spaces; barrier free; when against fence	Parking spaces required by this article shall be at least 9 feet wide and 18 feet long (16 feet long if 2 feet of overhang is provided when parking against a curb). Spaces directly adjacent to a fence, wall or enclosure shall be increased by 1 foot in width. Barrier free parking spaces must be designed as required by and in conformity with state law.	N/A	Parking space dimensions comply.	Complies
	Parking dimensions for standard vehicles: degrees, width, length	Dimensions shall be noted on plans.	N/A	Parking space dimensions comply.	Complies

	Parking dimensions for small cars	Up to 20% of parking spaces may be designated for small/compact cars, which shall be at least 8' wide and 16' long and clearly signed.	N/A	Appears to comply.	Complies
	Parking dimensions for standard vehicles: maneuvering lane width, total width	Required 22' maneuvering lane for two-way.	N/A	At least 22' wide. Complies	Complies
122-691	Parking space base calculation	Multiple-family dwellings: 1.5 per each dwelling unit, plus 1 for each 10 dwelling units for guest parking = 493 spaces required	N/A	449 provided	PUD Departure.
122-692	Parking reductions	Numerous possible reductions. Planning Commission may waive by up to 20%.	N/A	No reductions applied for.	
	Total parking after reductions		N/A	No reductions applied for. 449 spaces provided.	
122-693	Required bicycle parking	1 bicycle parking space per 5 vehicle parking spaces. Requires 90 bicycle spaces.	N/A	90 spaces provided	Complies

Items to be addressed:

- Plans undergo detailed engineering review (see below).

ENGINEERING & STORMWATER**§122-311(f), §122-311(g)**

(6) Adequate services and utilities including sanitary sewers shall be available or provided, with sufficient capacity to properly serve the development. Appropriate measures will be taken to ensure that site drainage will not adversely affect adjoining properties or the capacity of the public storm drainage system, or nearby bodies of water. Provisions shall be made to accommodate stormwater and prevent soil erosion. All stormwater management facilities, including but not limited to storm sewers and detention/retention facilities, shall be designed in accordance with the "Rules of the Washtenaw County Water Resources Commissioner," together with any special provisions established by the city.

(7) Natural resources will be protected to the maximum feasible extent. The proposed development will not cause soil erosion or sedimentation problems, and will respect floodways or floodplains on or in the vicinity of the subject property.

The applicant has proposed about 13,602 square feet of permeable pavers in the parking lot, and the parking lot is graded and drained to stormwater catch basins, which either route to an underground stormwater facility, or to detention basins.

Detailed engineering review required due to substantial addition to impervious surface, construction of new buildings, utility work, landscaping, truck turning, grading, stormwater management, etc. See attached letter from the City Engineer (OHM) regarding the pre-engineering review.

Items to be addressed: Site plans shall undergo detailed engineering review if Planning Commission grants approval.

SCREENING & LANDSCAPING**§122-311(h)**

"The site plan shall provide reasonable visual and sound privacy for all dwelling units on or adjacent to the property. Fences, walks, barriers, and landscaping shall be used, as appropriate, for protection and enhancement of the property. All outdoor storage of materials, loading and unloading areas, and refuse containers shall be screened or located so as not to be a nuisance. Outdoor lighting shall be shielded so as to not adversely affect neighboring properties or traffic on adjacent streets."

The applicant presents a thorough landscaping plan that provides adequate screening, and an adequate tree cover for the parking areas and sidewalks.

Figure 7: Screening & Landscaping

REF.	PROVISION	REQUIRED	EXISTING	PROPOSED	NOTES
<i>Blue text: site plan complies Red text: site plan does not comply Black text: existing nonconformity or not applicable</i> Highlighted text: PUD Departure applied for by applicant.					
122-631	Landscape plan requirements	A sperate detailed and tree protection plan must demonstrate that all requirements of this Division are met and must include the following items: cont'd	N/A	Did not submit tree protection plan. Approximately 180' by 120' of woodlands labeled as protected at the southeast corner of site. Approximately 274' by 150' of woodlands labeled to remain at the southwest corner of site where it meets river. Areas to remain will be fenced during construction.	Tree protection plan shall be provided to identify trees to remain.
122-632	Landscape elements	Plant materials must be of generally acceptable varieties and species that are not invasive, free from insects and diseases, hardy to Washtenaw County, and conform to the current standard of the American Standard for Nursery Stock. All trees must be on the tree list maintained by City of Ypsilanti.	N/A	Tree/shrub species list provided in landscape plan.	Tree/shrub list shall be further narrowed to identify exact trees/shrubs used. List should then be reviewed administratively to comply with tree list and plant standards.
122-634	Required screening	Screening is required when any building with	N/A	Screening appropriately	Complies

		three dwelling units or more abuts an a building with an equal or lesser number of dwelling units in the R-1, CN-SF, or CN-Mid zoning districts. Screening shall be a wall/fence/landscape buffer at least 6' in height. If landscape buffer it shall be at least 80% opaque.		provided along W property line.	
122-635	Fences and walls		N/A	No known fences/walls provided.	
122-636	Street trees	1 per 30 feet of lineal frontage = 74	N/A	75 street trees provided	Complies
122-637	Foundation landscaping	Required along sides of building facing a public street or a parking lot, must be a minimum of 6 shrubs per 30 lineal feet of building frontage, and must be in an area at least 4 feet in depth.	N/A	Appears to comply. Foundation landscaping area should be at least 4 feet in depth.	Should confirm planting area will be at least 4' in depth.
122-638	Site landscaping	Site needs to be at least 10% landscaped, excluding ROWs	N/A	Site is 28.6% landscaped.	Complies

Items to be addressed:

- Tree protection plan shall be provided to identify trees to remain for administrative review.
- Tree and shrub list shall be further narrowed to identify exact trees and shrubs used for administrative review.
- Foundation landscaping area shall be confirmed at least 4' in depth measured perpendicularly from the edge of the building.

OTHER DEPARTMENT AND AGENCY APPROVALS

§122-311(j)

"Site plans shall conform to all applicable requirements of state and federal statutes, including health and pollution laws, fire or explosion hazards, toxic and hazardous materials, and barrier-free requirements. Site plan approval may be conditioned on the applicant receiving necessary county, state, or federal permits before a local building permit or occupancy permit is granted."

As stated above, staff recommends the City Engineer review the detailed engineering plans. Any work within the right-of-way, including but not limited to landscaping, curbing, sidewalks, shall be permitted through Department of Public Services. The City and the applicant shall coordinate the Green Road extension's control, including easements or agreements regarding construction, maintenance, and repairs.

The W Clark Road paving project will be permitted through Washtenaw County Road Commission. Water/sanitary sewers will be permitted through YCUA. The applicant is currently working with AAATA on the transit stop.

MASTER PLAN CONSIDERATIONS

§122-311(k)

"An objective of site plan review shall be to protect and promote public health, safety, sustainability and general welfare. It is also the intent of site plan review to improve the quality of existing developments as they are expanded, contracted, or redeveloped in keeping with sound site development standards of this chapter and city master plan."

This Planned Unit Development is in alignment with the following Master Plan guiding values:

- **Diversity is our strength:** The development aims to help people of lower-incomes to continue to live in Ypsilanti and be part of the Ypsilanti community. The housing development will provide housing at lower rents than market-rate housing.
- **Anyone, no matter what age or income, can find a place to call home in Ypsilanti.** The development provides housing in a time and in a region where housing continues to become more and more unaffordable. This development will create viable, safe, affordable homes to well over 300 residents.
- **We can only achieve our vision by building a community amongst ourselves and with our neighbors.** Providing housing in a built-up City like Ypsilanti is a regionally-responsible action that can help the entire Washtenaw County region's environmental and economic sustainability. Providing for higher densities within the City limits where density is higher, and near transit routes, can mitigate adverse vehicular affects. Allowing for densities near heavily traversed corridors can also help local businesses in the area.

PLANNED UNIT DEVELOPMENT: STANDARDS FOR APPROVAL

§122-706

In considering any application for a planned unit development, the Planning Commission and City Council must make their determinations based on the standards for site plan approval in §122-311 and the following standards:

- (a) *Conformance with the planned development concept. The overall design and all uses proposed in connection with a planned unit development must be consistent with and promote the intent of this article, as well as with specific project design standards set forth in this chapter.*

COMMENTS: The overall use of the site aligns with the Master Plan and its guiding values as explained above.

- (b) *Recognizable benefits. The planned development will result in recognizable and substantial benefits to the ultimate users of the project and to the community in general where such benefits would otherwise be unfeasible or unlikely to be achieved.*

COMMENTS: The Planned Unit Development will provide safe, newly constructed, affordable housing during a time that housing affordability is imposing challenges to the City and to this region. The Planned Unit Development provides this housing at a moderate density where it exceeds the literal MD standard, but is sensible due to the lots abutting other multi-family developments of similar density, and is designed with engineering standards in mind. The senior housing use will provide much needed housing, near transit, for the aging population.

- (c) *Compatibility with adjacent uses. The proposed planned unit development must be designed with due regard to its relationship with development on surrounding properties and uses thereon, including building heights, setbacks, density, parking, circulation, landscaping, views, and other layout features. In particular, consideration must be given to the following:*

(1) *The bulk, placement, architecture, and types of materials used in construction of proposed structures.*

(2) *The location and screening of vehicular circulation and parking areas in relation to surrounding development.*

(3) *The location and screening of outdoor storage, outdoor activity or work areas, and mechanical equipment in relation to surrounding development.*

(4) *The hours of operation of the proposed uses.*

(5) *Landscaping, preservation of historic features, and other site amenities.*

COMMENTS: As stated above this development will contain the exact same uses as the properties abutting to the south and to the east, therefore it is a compatible land use. Vehicle circulation and parking areas will be provided in the interior of the site and should not affect surrounding development. Site amenities are provided in the form of outdoor recreation spaces and sidewalks.

- (d) *Impact of traffic. The planned development must be designed to minimize any adverse impact of traffic generated by the proposed development. Consideration must be given to the following:*

(1) *Estimated traffic to be generated by the proposed development.*

(2) *Access to major thoroughfares.*

(3) *Proximity and relation to intersections.*

(4) *Adequacy of driver sight distances.*

(5) *Location of and access to off-street parking.*

(6) *Required vehicular turning movements.*

(7) *Provisions for pedestrian traffic.*

(8) *Access to loading and unloading areas.*

COMMENT: The development will be accommodating for the increase of traffic by renovating and paving W Clark Road, and improving the area's vehicular and non-motorized transportation patterns by connecting Green Road to W Clark Road.

- (e) *Public services. The proposed type and density of use must not result in a material increase in the need for public services, facilities, and utilities; including but not necessarily limited to water and sewer services, public*

roads, fire and police protection, and schools. The proposal must not place an undue burden upon the subject or surrounding land or property owners and occupants or the natural environment.

COMMENT: The density of the development will inherently increase utility infrastructure, but this will be paid for by the applicant and permitted by YCUA. The applicant will have control of the Green Rd extension, and that will involve its construction, maintenance, and eventual repairs. The site is being engineered to handle stormwater effectively.

- (f) Compatibility with master plan and this chapter. The proposed development must be compatible with the adopted City master plan and with the spirit and intent of this chapter.*

COMMENT: See earlier discussion. Staff believes this development to be consistent with the Master Plan.

- (g) Economic impact. The proposed development must not result in an unreasonable negative economic impact upon surrounding properties.*

COMMENT: Such is not anticipated. The development is for housing, the same uses that surround the site.

- (h) Compliance with applicable regulations. The proposed development must be in compliance with all applicable federal, state, county, and local laws and regulations.*

COMMENT: Such compliance will be required prior to any issuance of Certificates of Occupancy.

- (i) Phasing. Where a project is proposed for construction in phases, the project must be so designed that each phase, when completed, must be capable of standing on its own in terms of the presence of services, facilities, and open space; and must contain the necessary components to ensure protection of natural resources and the health, safety, and welfare of the users of the planned unit development and the occupants of the surrounding area.*

COMMENT: The development's construction may be phased and that is allowed, so long as any construction begins within one year of the PUD's adoption

Note: if Planning Commission does not approve the departures, Planning Commission should explicitly state so in their motion.

STAFF RECOMMENDATIONS: SITE PLAN

Staff recommends Planning Commission recommend City Council **approve** the Planned Unit Development at 845 & 945 W Clark Road with the following findings, departures, and conditions:

Findings:

1. The application, site plan, and multiple family dwelling land use substantially complies with §122-311, 122-702, and 122-706.

Departures:

1. Departure 1: from the maximum lot area to room ratio requirement (§122-427(b)(2)).
2. Departure 2: from the sidewalk abutting full stretch of Green Road requirement (§122-672).
3. Departure 3: from the minimum required parking spaces requirement (§122-691).

Conditions:

1. The applicant obtain land control for the Green Road extension.
2. Site plans shall undergo detailed engineering review.
3. The 50' public easement along river shall be recorded at Register of Deeds.
4. Applicant shall submit revised lighting plan for administrative approval.
5. Tree protection plan shall be provided to identify trees to remain for administrative review.
6. Tree and shrub list shall be further narrowed to identify exact trees and shrubs used for administrative review.
7. Foundation landscaping area shall be confirmed at least 4' in horizontal depth measured perpendicularly from the edge of the building.

Andy Aamodt
City Planner, Community & Economic Development Division

CC File
 Applicant

945 W CLARK RD. FAMILY APT.

Project Narrative

The proposed development is an affordable residential development located at 945 West Clark Road in Ypsilanti, MI. The site is currently zoned MD – Multiple Dwelling Residential District. The lot is currently vacant and contains no existing structures. The southwestern portion of the site abuts the Huron river with approximately 270 feet of river frontage. The proposed development will consist of six buildings; two - 24 Unit, 3 story walk-up apartment buildings, three 36 unit, 3 story walk up apartment buildings and a single story clubhouse building. The total number of units divided amongst the five buildings is 156 units with a mixture 1BR, 2BR and 3BR units. The clubhouse will provide residents access to the swimming pool, fitness room, club room and will also serve as the development’s leasing office. 218 surface parking stalls are located throughout the site. Access to the site is provided from Clark Rd and the proposed Green Road extension. These access points are connected through the site. The project amenities will also include a playground, bike parking and outdoor green space dedicated for resident use. If approved the project would break ground summer of 2022 with an anticipated completion in fall of 2023.

Transit Stop

A new Bus stop is proposed between the 2 sites on Green Road close to the intersection with Clark Rd. The bus stop will allow the required off street parking of both sites to be reduced. The proposed reduction in parking is 9%.

Project Recap

Current Primary Zoning:

MD - Multiple Dwelling Residential District

Total Area 308,722 SF (7.09acres)
*Pervious and Impervious calculations - See Civil

Building recap
(2) 24 unit building 30,047 SF each
(3) 36 unit building 42,326 SF each
Club House 4,928 SF
Total 192,000 SF

Unit Recap
1BR 18
2 BR 78
3 BR 60
Total Units 156

Bike parking
Required 45
Proposed 45

Building Height
Proposed 3 Stories, 48’ -3”

Parking
1.5 Stall per Unit
Guest parking 1 per 10
Total Required 250 Stalls
Parking Provided 225 Stalls

845 W CLARK RD. SENIOR APT.

Project Narrative

The proposed development is an affordable residential senior development located at 845 West Clark Road in Ypsilanti, MI. The site is currently zoned MD – Multiple Dwelling Residential District. The lot is currently vacant and contains no existing structures. The eastern portion of the site is adjacent to the Arbor One Apartments and southern property line abuts Green Road. The proposed development is a 3-story senior apartment building with an enclosed underground parking garage. The building has 152 units with a mixture of 1BR and 2BR units. The amenity spaces include a theater and craft room, a club room and fitness center that overlook the courtyard. The outdoor amenities are a pool, grill station and pickleball courts located in the building courtyard. Leasing offices are located on the first floor close to the building entry and lobby. The main entry faces Clark Road and features a Porte cochere. The underground parking garage access is from the southern legs of the building and are accessed from Green Road and Clark Road. The underground parking garage will provide 154 stalls and surface parking will provide an additional 70 stalls for total of 224 parking stalls. Bicycle parking will be located in the garage. Access to the site is provided from Clark Rd and the proposed Green Road extension. If approved the project would break ground summer of 2022 with an anticipated completion in fall of 2023.

Project Recap

Current Primary Zoning:

MD - Multiple Dwelling Residential District

Total Area 279,877 SF (6.42acres)
*Pervious and Impervious calculations - See Civil

Building recap
P1 56,789 SF
L1 53,857 SF
L2 52,655 SF
L3 52,655 SF
Total 215,976 SF

Unit Recap
1BR 88
2 BR 64
Total Units 152

Bike parking
Required 44
Proposed 44

Building Height
Proposed 3 Stories, 54’ -2’

Parking
Parking Required 243 Stalls
1.5 Stall per Unit
Guest parking 1 per 10

Parking Provided
Enclosed Stalls 154 Stalls
Surface Stalls 70 Stalls
Total 224 Stalls

PUBLIC BENEFITS

W. Clark Road and Green Road Extensions

Green Road will be extended through the site to connect with W. Clark Road as part of the development of both 945 and 845 West Clark Road. West Clark Road is currently a gravel drive bordering the site to the north. The development team is working with the City of Ypsilanti and Washtenaw County Road Commission to improve W. Clark Road and the extension of Green Road.

Public Benefits

- 100% Affordable housing- 308 Total Units
- High density housing vs low density
- Green Road Extension.
- Preservation of existing trees
- W. Clark road extension
- 50 foot conservation easement
- Pedestrian Connections - sidewalks along entire site and Clark Rd.
- Public Utility Improvements
- Proposed new bus stop

Application

Site Plan Review
Planned Unit Development

PUD Application Project Data		
845 and 945 W. Clark Rd- Family and Senior Apartments		
Total Site Area - 588,599 sf. (13.5 Acres)		
Usable Floor Area - 351, 187 sf		
Density: 22.7 Units per acre		
Density: 874 rooms / 588,599 sf lot area		
Dwelling Units		
Quantity	Type	Usable Floor Area / Unit
106	1 Bedroom	750 sf, 702 sf
142	2 Bedroom	1,012 sf, 977 sf, 1,025 sf
60	3 Bedroom	1,197 sf
308	Total Units	
Building Ground Coverage - 120,864 sf. - (see sheet C-100- site data)		



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PLANNED UNIT
DEVELOPMENT

SITE PLAN REVIEW

02.09.2022

845 & 945
W Clark Rd

Senior & Family
Apartments

845 & 945 West Clark Rd
Ypsilanti, Michigan

21-082.00

Project Information

A1.0

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PLANNED UNIT
DEVELOPMENT

SITE PLAN REVIEW

02.09.2022

**845 & 945
W Clark Rd**

**Senior & Family
Apartments**

845 & 945 West Clark Rd
Ypsilanti, Michigan

21-082.00

Site Plan

A3.0

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945 Clark Rd
(5) 3- Story Walk-Up Buildings
156 Units

845 Clark Rd
Senior Housing 3 - Story Building
152 Units

MONUMENT SIGN

SURFACE PARKING
REFER TO CIVIL

36 UNIT WALK-UP APARTMENT

PROPOSED BUS STOP

PORTE COCHERE
MONUMENT SIGN

W. CLARK RD.

UNDERGROUND
PARKING ACCESS
STORM WATER
RETENTION

24 UNIT WALK-UP APARTMENT

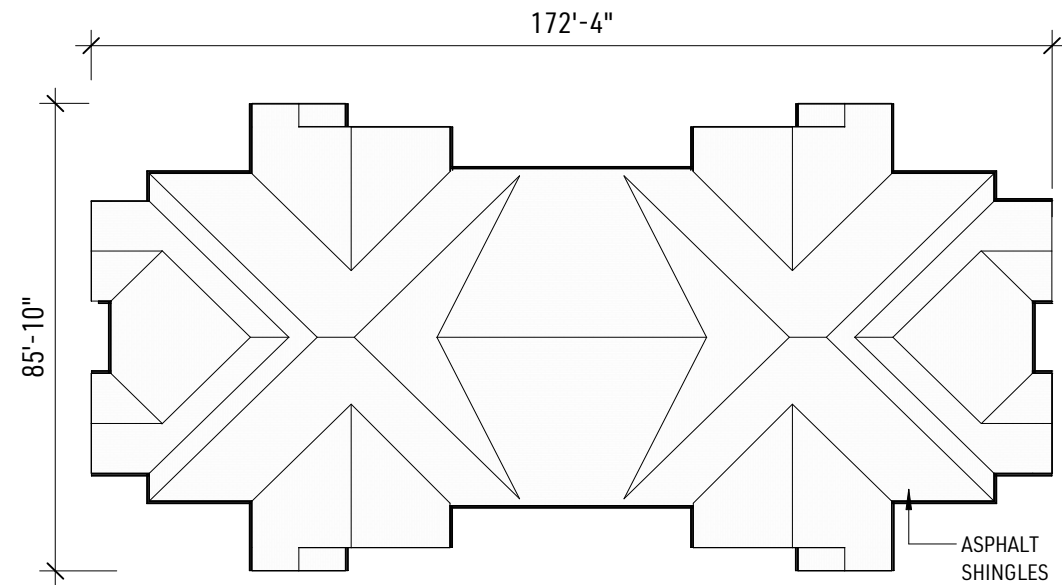
GREEN RD

PICKLE BALL
POOL

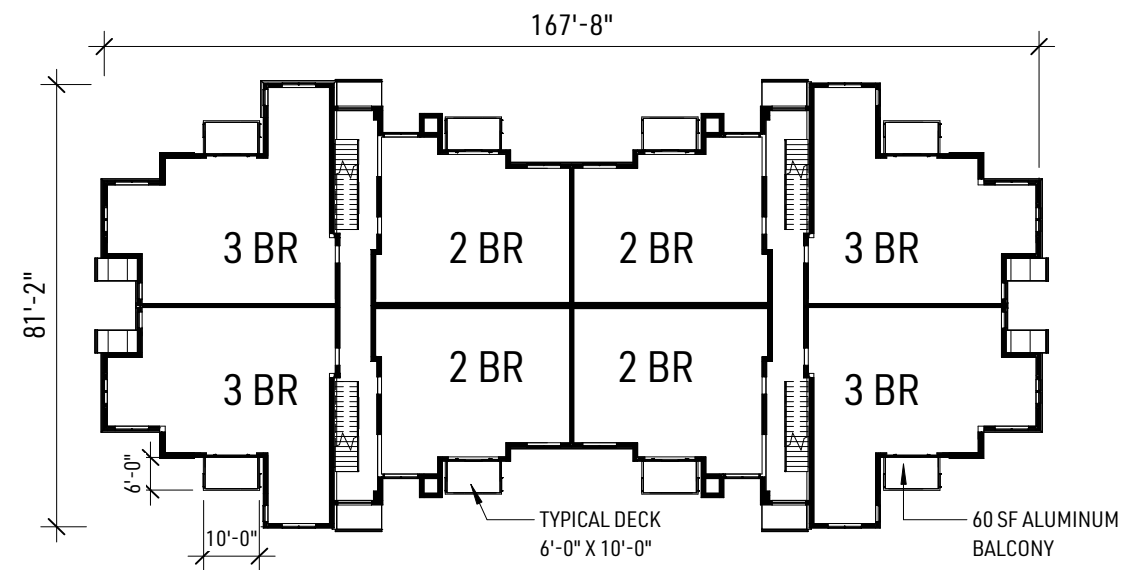
UNDERGROUND
PARKING ACCESS

POOL
CLUB HOUSE
PLAYGROUND
STORM WATER
RETENTION

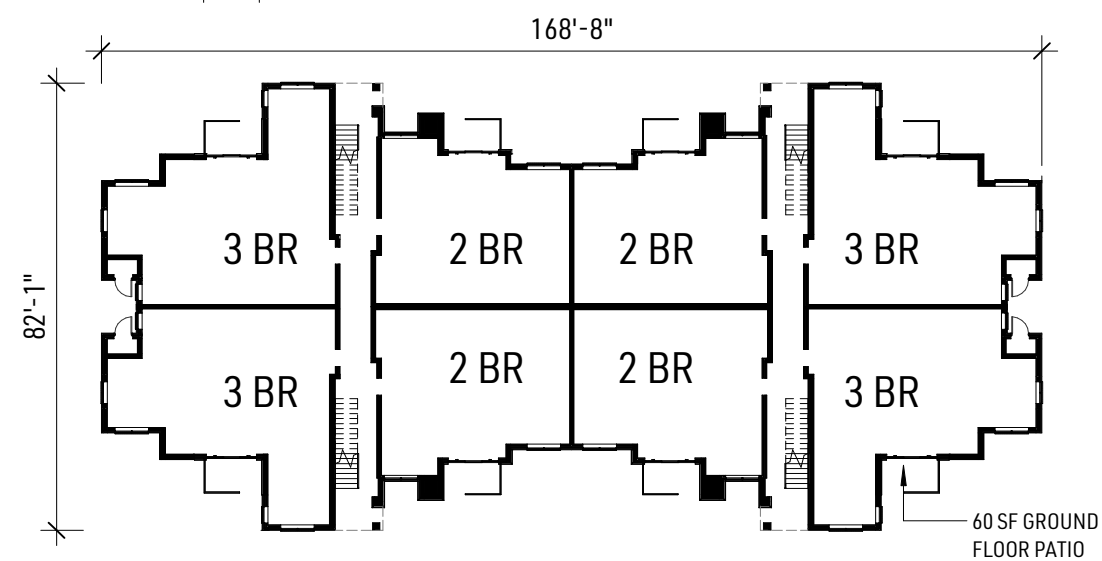
 SITE PLAN
1" = 100'



 FLOOR PLANS - ROOF
1/20" = 1'-0"
9,976 SF



 FLOOR PLANS - LEVEL 2-3
1/20" = 1'-0"
9,976 SF PER FLOOR



 FLOOR PLANS - LEVEL 1
1/20" = 1'-0"
9,976 SF



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PLANNED UNIT
DEVELOPMENT

SITE PLAN REVIEW

02.09.2022

**845 & 945
W Clark Rd**

**Senior & Family
Apartments**

845 & 945 West Clark Rd
Ypsilanti, Michigan

21-082.00

Family Apartment
24 Unit Building

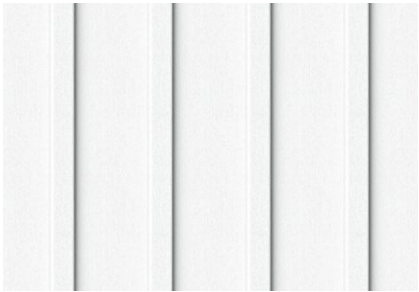
Floor Plan

A4.0

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Brick - Dusty Grey Ironspot



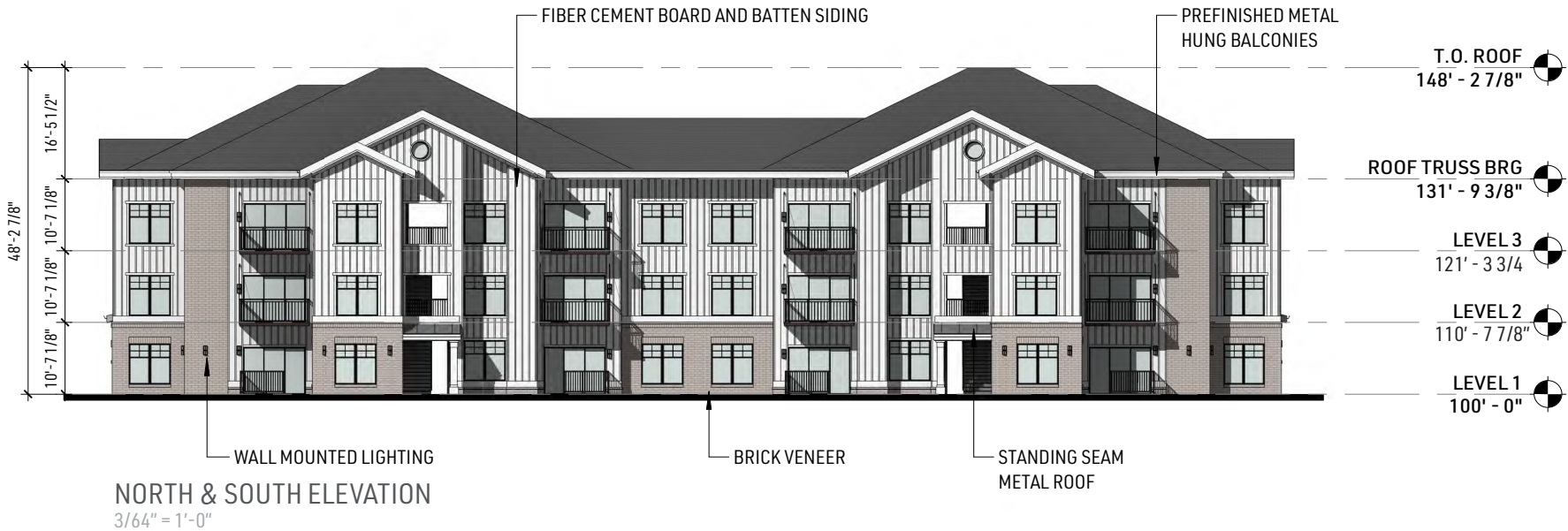
Board and Batten - Bone White



Asphalt Shingles - Oyster Grey



Aluminum Balcony



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PLANNED UNIT
DEVELOPMENT

SITE PLAN REVIEW

02.09.2022

845 & 945
W Clark Rd

Senior & Family
Apartments

845 & 945 West Clark Rd
Ypsilanti, Michigan

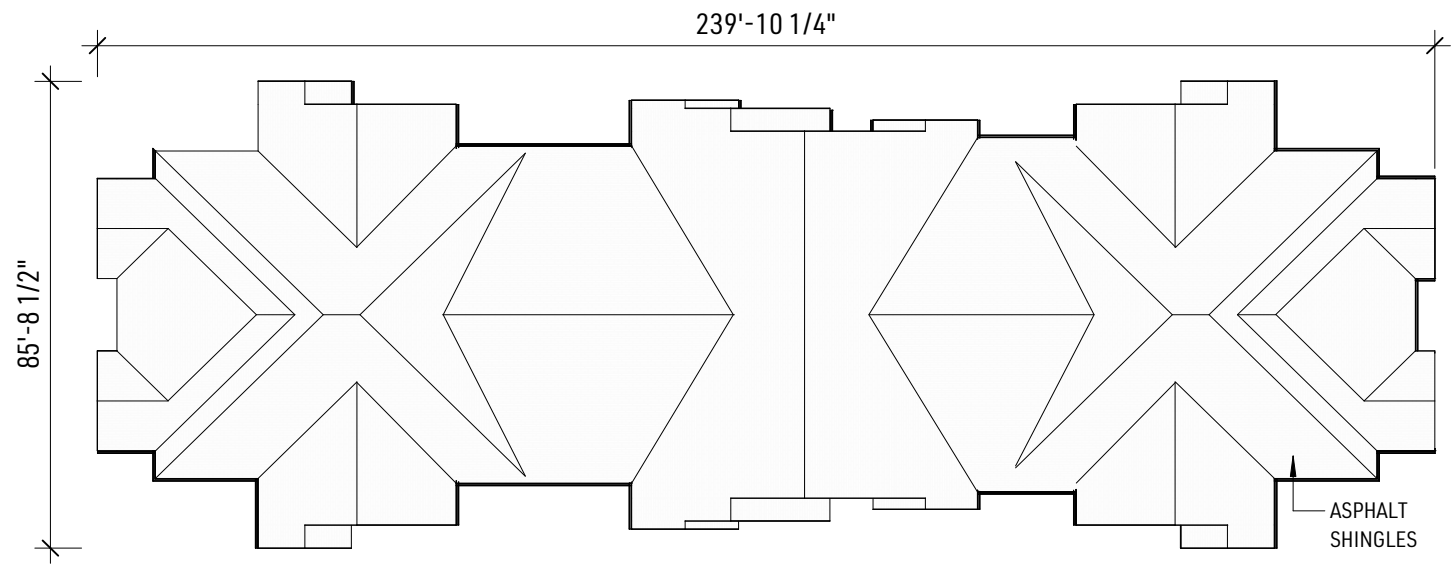
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Family Apartment
24 Unit Building

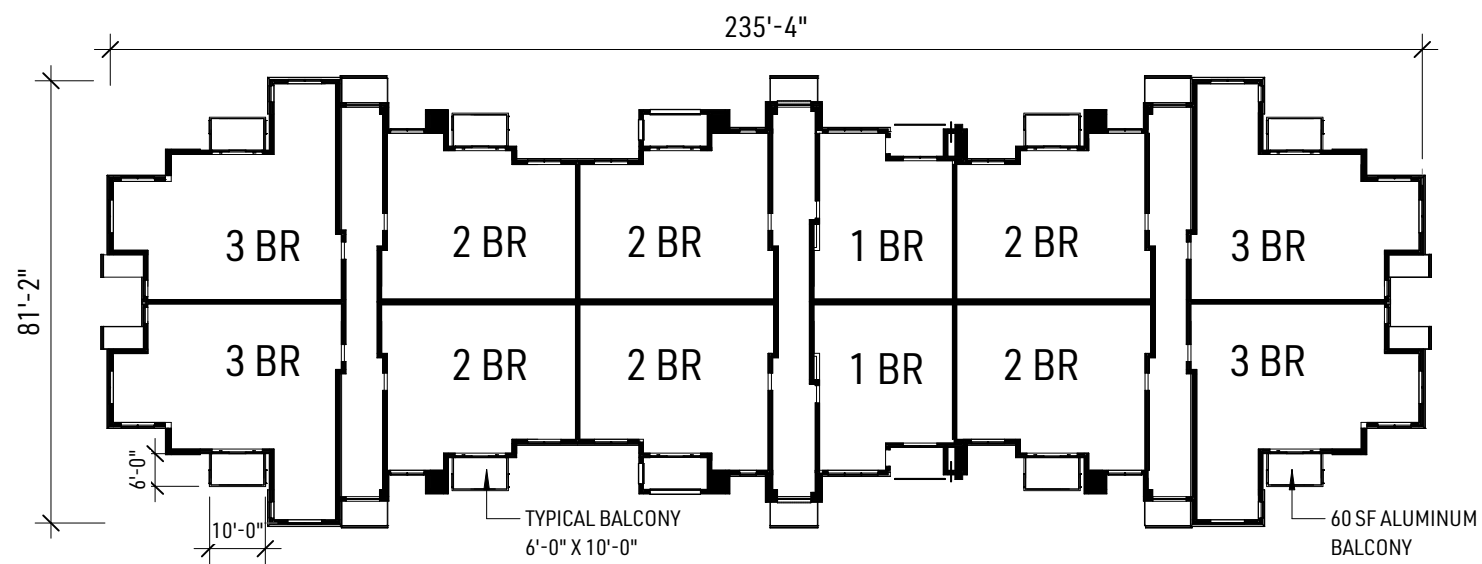
Elevations

A5.0

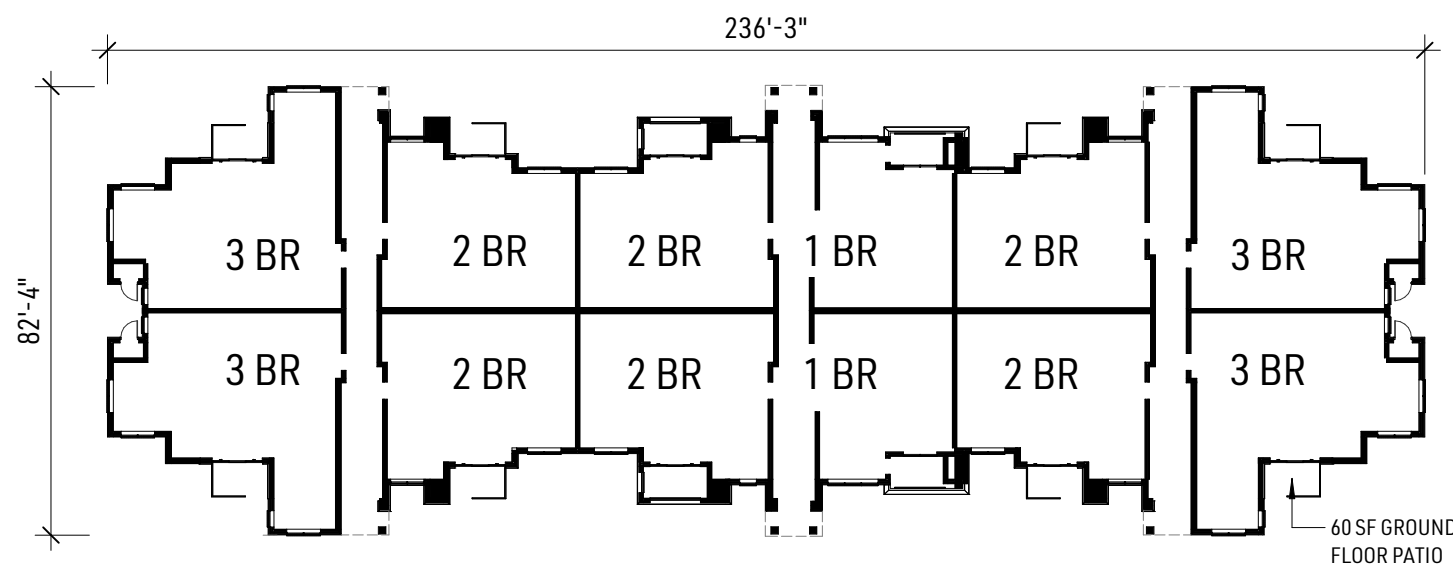
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 FLOOR PLANS - ROOF
1/20" = 1'-0"



 FLOOR PLANS - LEVEL 2-3
1/20" = 1'-0"
14,115 SF PER FLOOR



 FLOOR PLANS - LEVEL 1
1/20" = 1'-0"
14,115 SF



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PLANNED UNIT
DEVELOPMENT

SITE PLAN REVIEW

02.09.2022

**845 & 945
W Clark Rd**

**Senior & Family
Apartments**

845 & 945 West Clark Rd
Ypsilanti, Michigan

21-082.00

Family Apartment
36 Unit Building

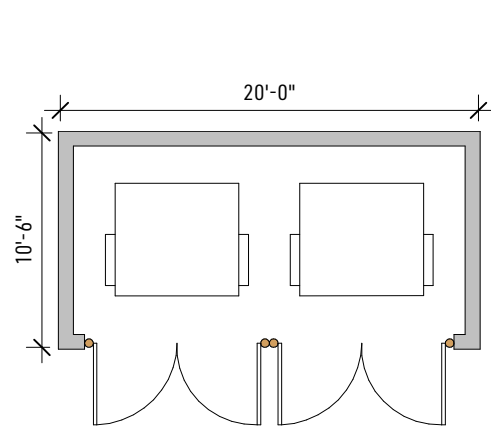
Floor Plans

A6.0

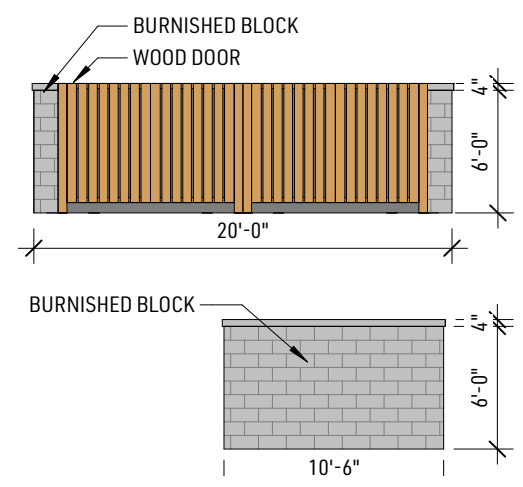
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NORTH & SOUTH ELEVATION
3/64" = 1'-0"



TRASH ENCLOSURE PLAN
1/8" = 1'-0"



TRASH ENCLOSURE ELEVATION
1/8" = 1'-0"



EAST & WEST ELEVATION
3/64" = 1'-0"



PLANNED UNIT
DEVELOPMENT

SITE PLAN REVIEW

02.09.2022

**845 & 945
W Clark Rd**

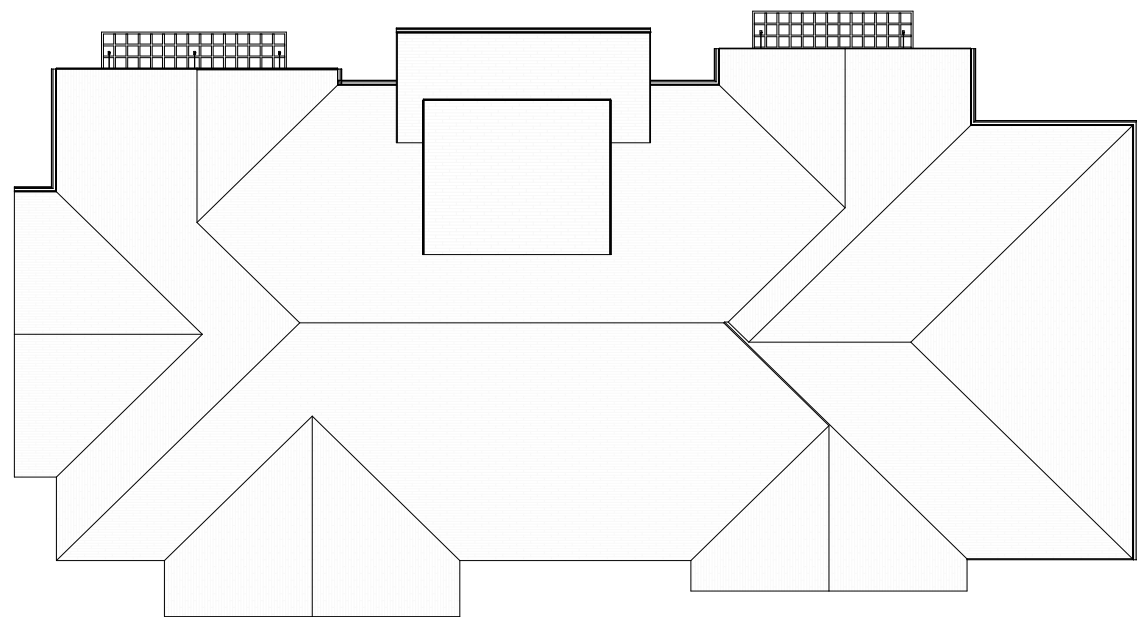
**Senior & Family
Apartments**
845 & 945 West Clark Rd
Ypsilanti, Michigan
21-082.00

Family Apartment
36 Unit Building
Elevations
A7.0

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NORTH ELEVATION
1/20" = 1'-0"



FLOOR PLAN - ROOF
1/20" = 1'-0"



FLOOR PLAN - LEVEL 1
1/20" = 1'-0"



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PLANNED UNIT
DEVELOPMENT

SITE PLAN REVIEW

02.09.2022

**845 & 945
W Clark Rd**

**Senior & Family
Apartments**

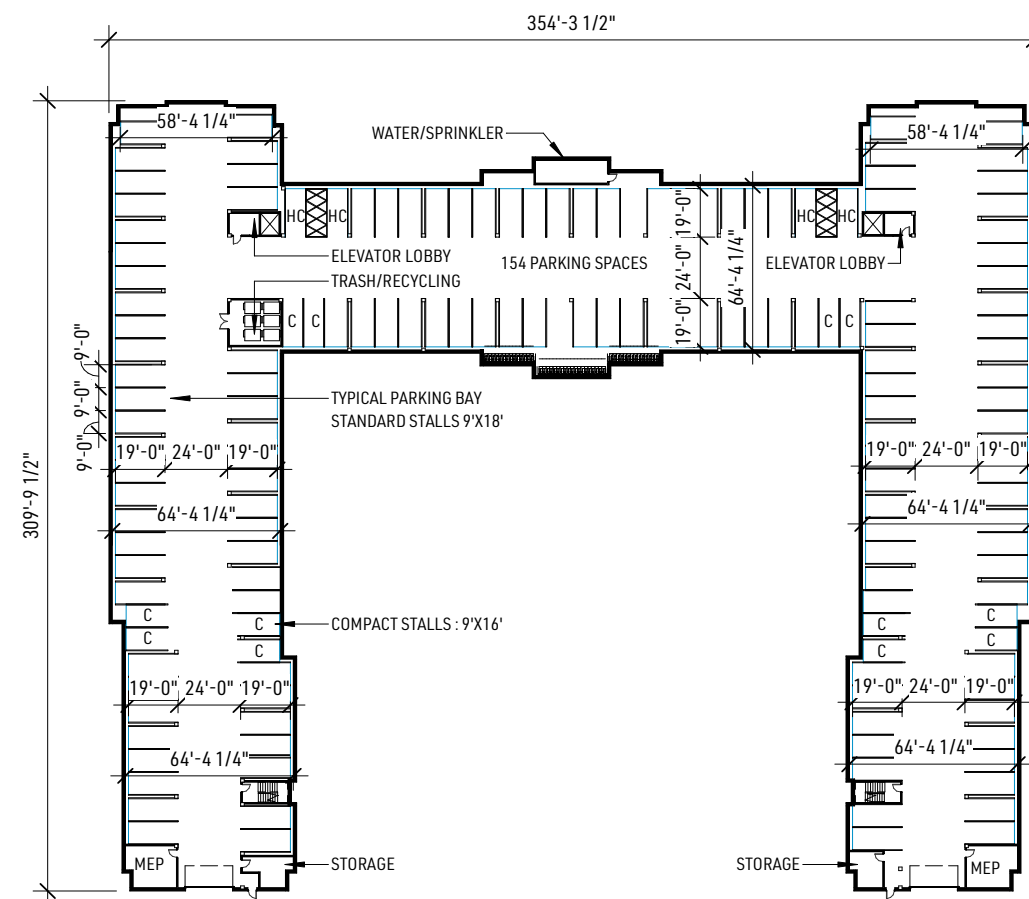
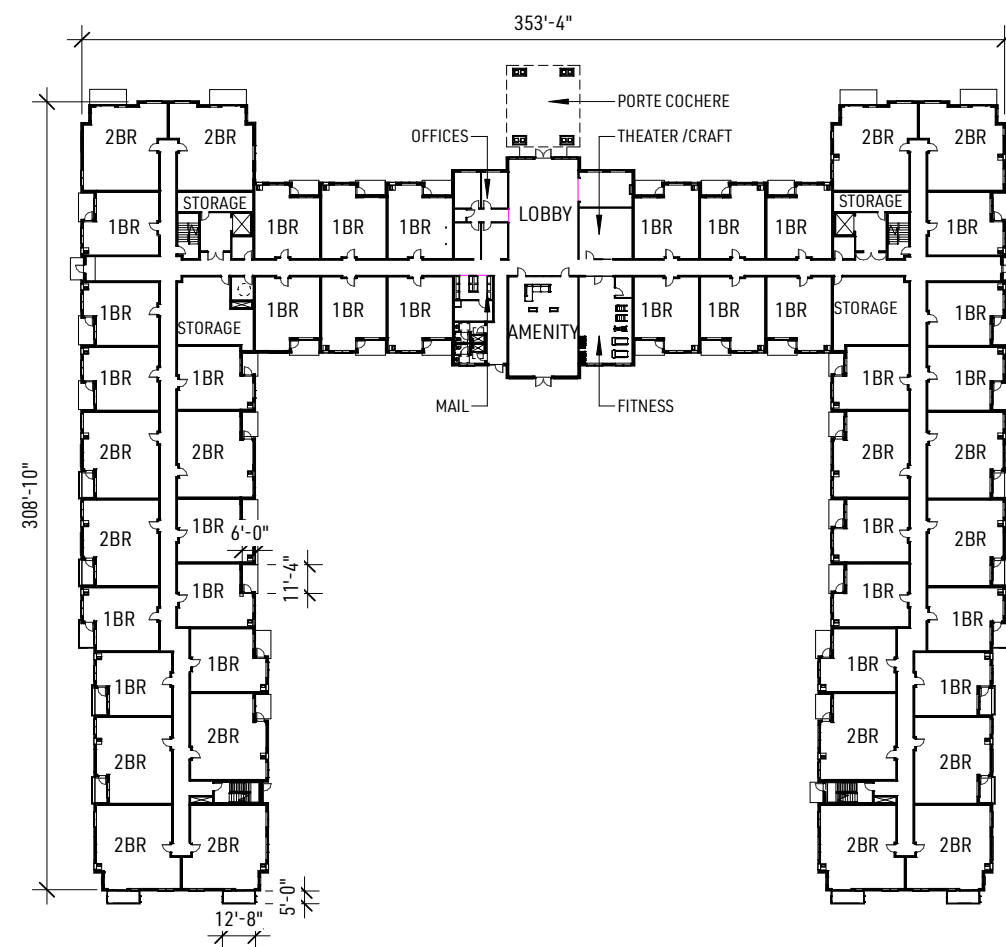
845 & 945 West Clark Rd
Ypsilanti, Michigan

21-082.00

Family Apartment
Club House
Plans & Elevations

A8.0

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PLANNED UNIT
DEVELOPMENT

SITE PLAN REVIEW

12.22.2021

**845 & 945
W Clark Rd**

Senior & Family Apartments

845 & 945 West Clark Rd
Ypsilanti, Michigan

21-082.00

Senior Building

Floor Plans

A9.0

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PLANNED UNIT
DEVELOPMENT

SITE PLAN REVIEW

02.09.2022

**845 & 945
W Clark Rd**

**Senior & Family
Apartments**

845 & 945 West Clark Rd
Ypsilanti, Michigan

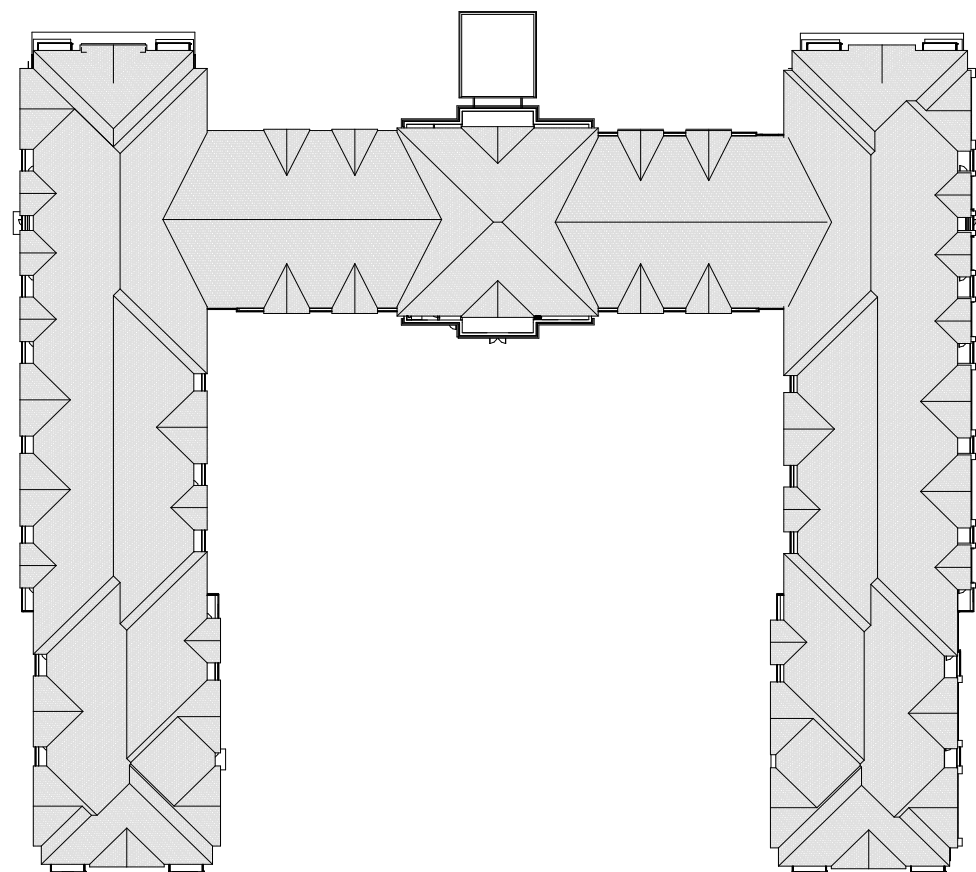
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Senior Building

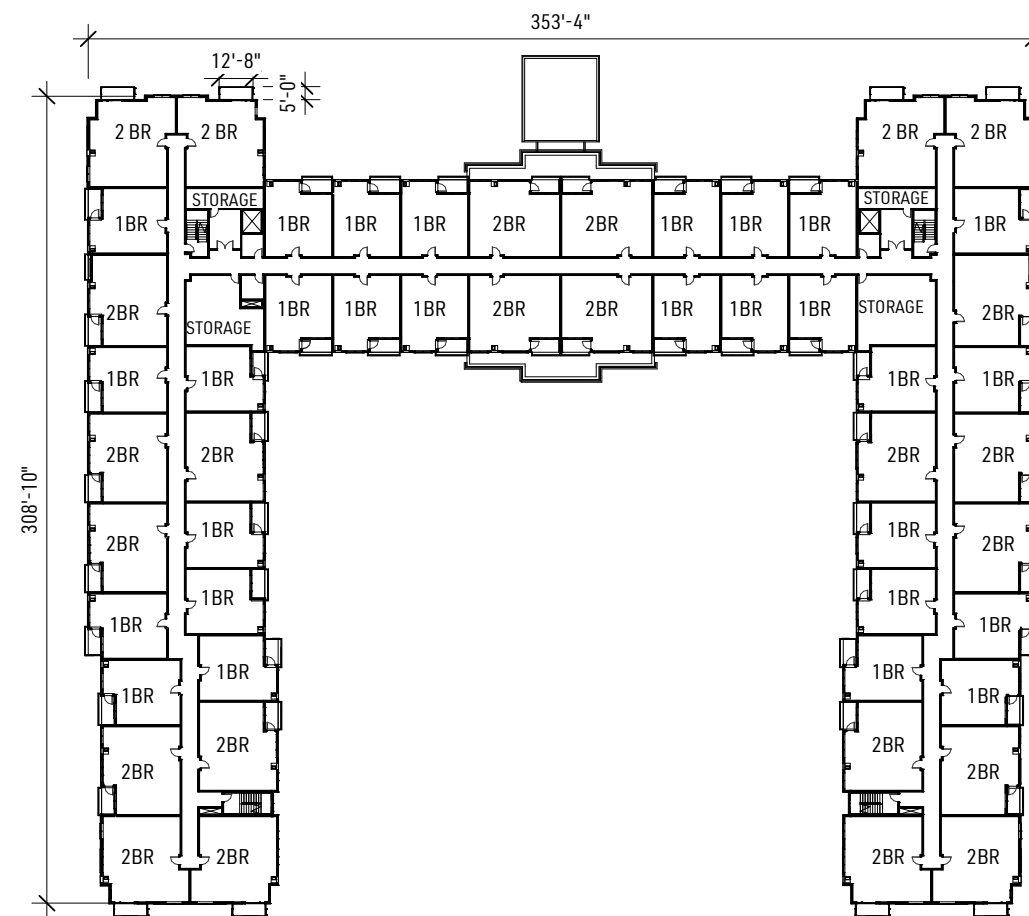
Floor Plans

A6.0

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 FLOOR PLANS - ROOF
1"= 60'



 FLOOR PLANS - 2-3
1"= 60'
52,493 SF



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PLANNED UNIT
DEVELOPMENT

SITE PLAN REVIEW

02.09.2022

**845 & 945
W Clark Rd**

**Senior & Family
Apartments**

845 & 945 West Clark Rd
Ypsilanti, Michigan

21-082.00

Senior Building

Elevations

A11.0

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AERIAL VIEW FROM NE



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PLANNED UNIT
DEVELOPMENT

SITE PLAN REVIEW

02.09.2022

**845 & 945
W Clark Rd**

**Senior & Family
Apartments**

845 & 945 West Clark Rd
Ypsilanti, Michigan

21-082.00

Rendering

A12.0

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AERIAL VIEW FROM NW



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PLANNED UNIT
DEVELOPMENT

SITE PLAN REVIEW

02.09.2022

**845 & 945
W Clark Rd**

**Senior & Family
Apartments**

845 & 945 West Clark Rd
Ypsilanti, Michigan

21-082.00

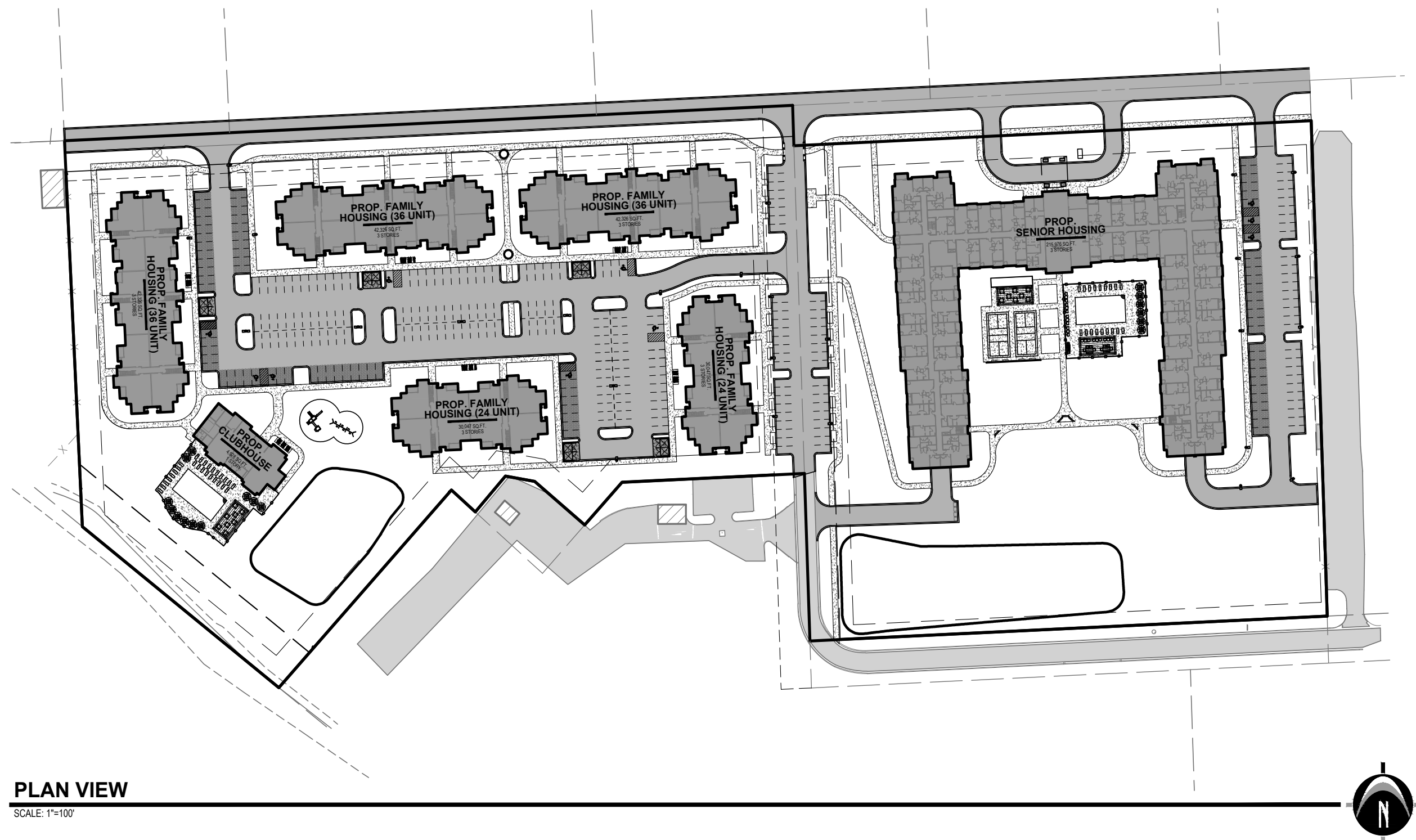
Rendering

A13.0

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WEST CLARK ROAD

SENIOR & FAMILY APARTMENTS PUD SITE PLAN



TITLE INFORMATION

The Title Description and Schedule B items herein are from Royal Abstract National LLC, Commitment No. 53315, dated, July 30, 2021.

TITLE DESCRIPTION

PARCEL 1 (B):

A parcel of Land situated in part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, more particularly described as follows:

Commencing at the Northeast corner of Section 5, Town 3 South, Range 7 East, Thence due West, (along the North line of Section 5, being also known as the approximate centerline of Clark Road), 1056.00 feet to the POINT OF BEGINNING; thence south 0 degrees 49 minutes 00 seconds West, 391.71 feet to a point; thence due West 198.98 feet to a point; thence South 44 degrees 30 minutes 00 seconds West, 130.00 feet to a point; thence North 45 degrees 20 minutes 00 seconds West, 133.00 feet to a point; thence South 44 degrees 30 minutes 00 seconds West, 282.00 feet to a point; thence North 45 degrees 36 minutes 30 seconds West, (along the North bank of the Huron River), 274.11 feet to a point; thence due North (to the North line of Section 5), 411.09 feet to a point; thence due East (along the North line of Section 5), 793.00 feet to the POINT OF BEGINNING.

EXCEPTION THEREFROM THE FOLLOWING:

Part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County Michigan, described as: Commencing at the Northeast corner of said Section 5; thence West along the North line of the Northeast 1/4 of said Section 5, also being the centerline of Clark Road, a distance of 1056.00 feet; thence South 00 degrees 49 minutes 00 seconds West 391.71 feet; thence West 198.98 feet; thence South 44 degrees 30 minutes 00 seconds West 60.83 feet to the POINT OF BEGINNING of the premises here in after described and proceeding thence South 44 degrees 30 minutes 00 seconds West 69.17 feet; thence North 45 degrees 30 minutes 00 seconds 98.00 feet; thence North 43 degrees 18 minutes 31 seconds East 50.28 feet; thence South 77 degrees 17 minutes 35 seconds East 32.40 feet; thence South 46 degrees 58 minutes 19 seconds East 71.53 feet to the POINT OF BEGINNING.

PARCEL 2 (A):

Lot 2 of Newton Acres Subdivision No. 2 as recorded in Liber 19 of Plats, page 31, Washtenaw County Records.

EXCEPTING THE FOLLOWING:

Commencing at the Northeast corner of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan; thence North 89 degrees 58 minutes 50 seconds West along the North line of said Section and the centerline of Clark Road 1056.00 feet to the Northwest corner of proposed Newton Acres No. 2; thence South 00 degrees 40 minutes 00 seconds West along the West line of proposed Newton Acres No. 2 43.00 feet to the POINT OF BEGINNING; thence continuing South 00 degrees 49 minutes 00 seconds West along said West line 527.40 feet to a point on the North line of proposed Green Road; thence South 89 degrees 58 minutes 50 seconds East along said North line 33.00 feet; thence North 00 degrees 49 minutes 00 seconds East 527.40 feet to a point 43.00 feet Southerly of the centerline of Clark Road; thence North 89 degrees 58 minutes 50 seconds West parallel with said centerline 33.00 feet to the POINT OF BEGINNING, said parcel being part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan.

PARCEL 3:

Commencing at the Northeast corner of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan; thence North 89 degrees 58 minutes 50 seconds West along the North line of said Section and the centerline of Clark Road 1056.00 feet to the Northwest corner of proposed Newton Acres No. 2; thence South 00 degrees 40 minutes 00 seconds West along the West line of proposed Newton Acres No. 2 43.00 feet to the POINT OF BEGINNING; thence continuing South 00 degrees 49 minutes 00 seconds West along said West line 527.40 feet to a point on the North line of proposed Green Road; thence South 89 degrees 58 minutes 50 seconds East along said North line 33.00 feet; thence North 00 degrees 49 minutes 00 seconds East 527.40 feet to a point 43.00 feet Southerly of the centerline of Clark Road; thence North 89 degrees 58 minutes 50 seconds West parallel with said centerline 33.00 feet to the POINT OF BEGINNING, said parcel being part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan.

Experience . . . the Difference



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Photometric Plan Senior Plan	Page 2 of 2	Page 18

SITE DATA

1) ZONING OF PROPERTY: 11-11-05-100-002 845 CLARK RD. & 11-11-05-100-004 945 CLARK RD.

2) MD ZONING REQUIREMENTS

- A) MINIMUM LOT AREA = 8,000 SQ.FT.
- B) MINIMUM LOT WIDTH = 45 FT.
- C) MAXIMUM BUILDING HEIGHT = 65 FT OR 6 STORIES
- D) MAXIMUM IMPERVIOUS SURFACE LOT COVERAGE = 45%
- E) MINIMUM OUTDOOR LIVING SPACE = 130 SQ.FT. PER BEDROOM

SETBACKS

- A) FRONT YARD = 25 FT.
- B) STREET SIDE YARD = 15 FT.
- C) SIDE YARD* = 6 FT. (*25 FT. ABUTTING R-1 DISTRICT)
- D) REAR YARD = 25 FT.

2) SUMMARY OF LAND USE:

- A) TOTAL ACREAGE = 13.5 ACRES (888,599 SQ.FT.) (EXCLUDING R.O.W.)
- B) AREA OF PROPOSED BUILDINGS:
 - SENIOR HOUSING (845 CLARK) = 56,789 SQ.FT. (GROUND FLOOR)
 - SENIOR HOUSING (845 CLARK) = 215,976 SQ.FT. (TOTAL FLOOR AREA)
 - FAMILY HOUSING - 36 UNIT (945 CLARK) = 14,270 SQ.FT. (GROUND FLOOR)
 - FAMILY HOUSING - 36 UNIT (945 CLARK) = 42,326 SQ.FT. (TOTAL FLOOR AREA)
 - FAMILY HOUSING - 24 UNIT (945 CLARK) = 10,176 SQ.FT. (GROUND FLOOR)
 - FAMILY HOUSING - 24 UNIT (945 CLARK) = 30,047 SQ.FT. (TOTAL FLOOR AREA)
 - CLUBHOUSE (945 CLARK) = 4,928 SQ.FT. (TOTAL FLOOR AREA)
- C) BUILDING HEIGHTS
 - SENIOR HOUSING (845 CLARK) = 3 STORIES
 - FAMILY HOUSING - 36 UNIT (945 CLARK) = 3 STORIES
 - FAMILY HOUSING - 24 UNIT (945 CLARK) = 3 STORIES
 - CLUBHOUSE (945 CLARK) = 1 STORY
- D) TOTAL NUMBER OF UNITS
 - SENIOR HOUSING (845 CLARK) = 152 UNITS
 - FAMILY HOUSING (945 CLARK) = 156 UNITS
- E) OUTDOOR LIVING / OPEN SPACE
 - 568 BEDROOMS x 130 SQ.FT. = 73,840 SQ.FT. REQUIRED
 - PATIO / BALCONY (FAMILY) = 9,360 SQ.FT.
 - PATIO / BALCONY (SENIOR) = 8,480 SQ.FT.
 - COMMUNITY POOL / DECK (FAMILY) = 7,260 SQ.FT.
 - COMMUNITY POOL / DECK (SENIOR) = 14,000 SQ.FT.
 - COMMUNITY PLAYGROUND (FAMILY) = 2,350 SQ. FT.
 - COMMUNITY OPEN SPACE (FAMILY) = 45,366 SQ. FT.
 - COMMUNITY OPEN SPACE (SENIOR) = 46,115 SQ. FT.
 - TOTAL = 132,921 SQ.FT. PROVIDED
- F) IMPERVIOUS SURFACE LOT COVERAGE = 45% (2% PERMEABLE PAVEMENT)
 - GROSS IMPERVIOUS AREA = APPROX. 277,260 SQ.FT.
 - GROSS PERMEABLE PAVING = APPROX. 13,602 SQ.FT.
 - AREA (EXCLUDING R.O.W.) = APPROX. 588,599 SQ.FT.
 - 277,260 - 13,602 = 263,658 / 588,599 = 0.448 = 45% IMPERVIOUS

3) ZONING OF PARCELS TO WEST = R-1

ZONING OF PARCELS TO EAST = MD

ZONING OF PARCELS TO SOUTH = MD

ZONING OF PARCELS TO NORTH = SUPERIOR TOWNSHIP

4) PARKING REQUIREMENTS:

- G) MINIMUM REQUIRED SPACE PER TOWNSHIP = 9'x18' (22' AISLE)
- H) TYPICAL PARKING SPACE PROVIDED = 9'x18' (22' AISLE)
- I) TYPICAL VAN ACCESSIBLE PARKING SPACE = 9'x18' WITH 9' AISLE
- J) TYPICAL CAR ACCESSIBLE PARKING SPACE = 9'x18' WITH 9' AISLE
- K) NUMBER OF SPACES REQUIRED
 - MULTIPLE-FAMILY DWELLINGS = 1.5 FOR EACH DWELLING UNIT, PLUS 1 FOR EACH 10 DWELLING UNITS FOR GUESTS
 - 308 UNITS (TOTAL) x 1.5 = 462 SPACES
 - 308 UNITS (TOTAL) / 10 = 31 SPACES
 - 462 + 31 = 493 SPACES REQUIRED
- L) NUMBER OF SPACES PROVIDED = 449 SPACES
- M) NUMBER OF BICYCLE SPACES REQUIRED = 90 SPACES
- N) NUMBER OF BICYCLE SPACES PROVIDED = 90 SPACES

4) BEST MANAGEMENT PRACTICES WILL BE UTILIZED DURING AND AFTER CONSTRUCTION OF THE PROJECT. MEASURES WILL INCLUDE THE USE OF SEEDING AND MULCHING, SEDIMENT INLET FILTERS, COMPACTION AND PAVING. THE OWNER OF THE SUBJECT PARCEL SHALL HAVE THE RESPONSIBILITY TO MAINTAIN THE PERMANENT SOIL EROSION PROTECTION MEASURES.

5) UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

6) CONTRACTOR TO FIELD VERIFY ALL INVERTS.

7) ALL LIGHTING SHALL BE SHIELDED FROM ALL ADJACENT PROPERTIES. PROPOSED LIGHTING SHALL CONSIST OF WALL-MOUNTED LIGHTS AND LIGHT POLES, BOTH FITTED WITH SHOEBOX TYPE FIXTURES.



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NOTE:
EXTENDED UTILITIES AND SERVICE LINES IDENTIFIED AS "PLAN" WERE OBTAINED FROM AVAILABLE "AS-BUILT" RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO ANY CONSTRUCTION.

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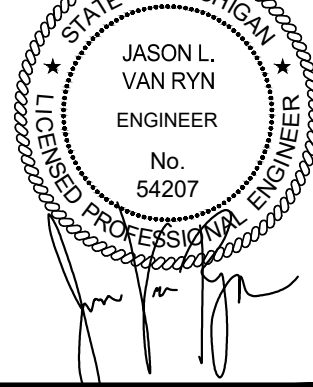
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WEST CLARK ROAD

Cover Sheet

845 & 945 West Clark Road, Ypsilanti, MI 48197
PART OF THE NORTHEAST 1/4 OF SECTION 5, T3S, R7E,
CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN

STAMP:



PROJECT NO:

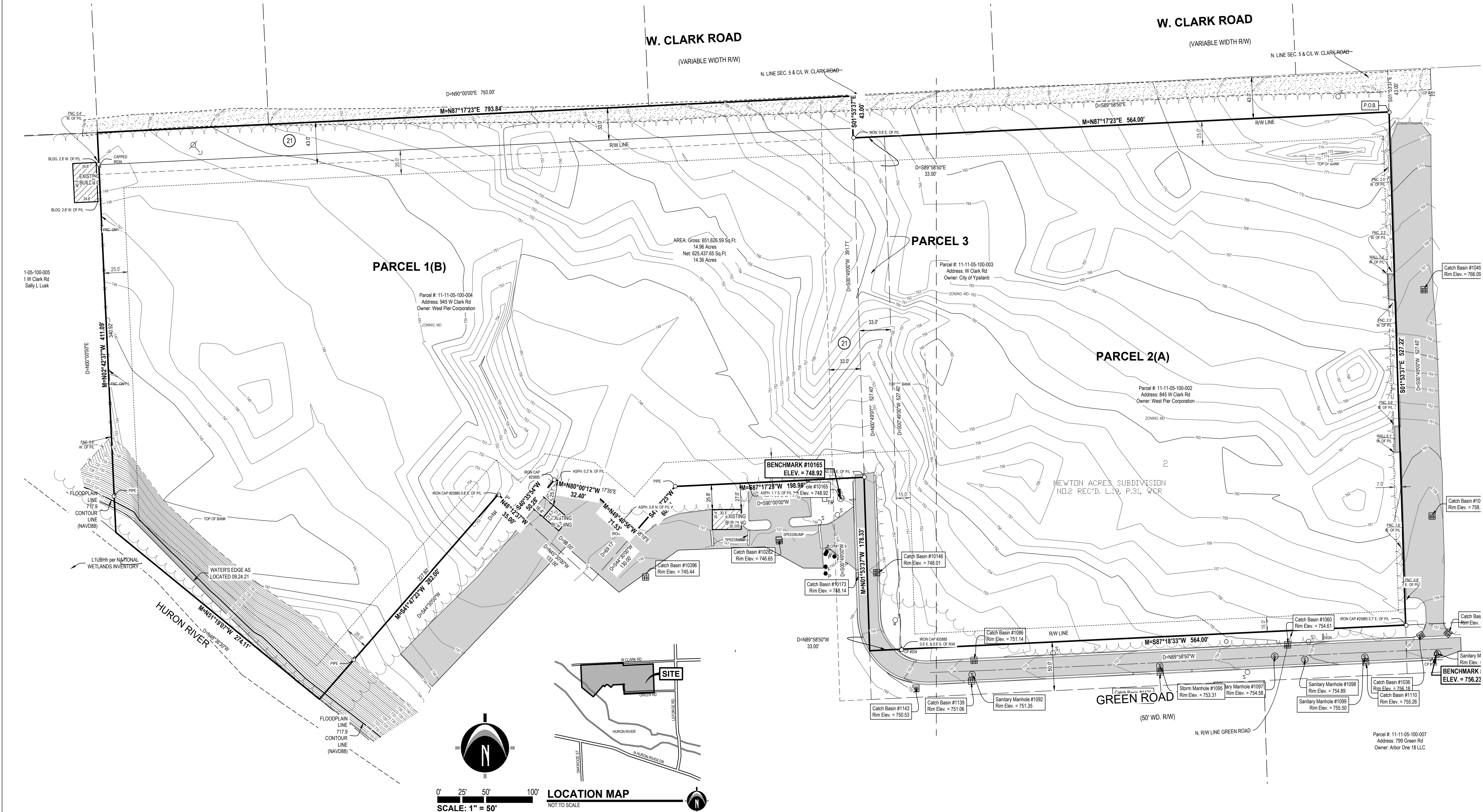
21500215

SHEET NO:

C-100

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2500215-P002-1.dwg BC 2/9/2022 14:35



LEGEND

	Benchmark / Control Point		Gas
	Catch Basin - Square		Overhead Utility
	Guy Anchor		Sanitary
	Iron - Set 1/2\"/>		Storm
	Iron - Found as noted		Underground Telephone
	Manhole		Watermain
	Post		Fence
	Section Corner		Zoning Setback
	Sign		Tree
	Sanitary Sewer Manhole		Asphalt
	Stormwater Manhole		Concrete
	Transformer		Gravel
	Utility Pole		Existing Building
	Cable TV		Measured Dimension
	Underground Electric		Described Dimension
	Fiber Optic		

BENCHMARKS

BENCHMARK #300 ELEV. = 756.23 (NAVD88)
Painted square on West side of rim of sanitary manhole in Green Road South of entrance to #772 Green Road.

BENCHMARK #10165 ELEV. = 748.92 (NAVD88)
Rim of manhole West of Green Road North of entrance to #831 Green Road.

SCHEDULE B - SECTION II NOTES

- All matters shown on the Plat of Newton Acres Subdivision No. 2, recorded August 1, 1968 in Liber 19 of Plats, Page 31 in the Office of the Washtenaw County, Michigan Register of Deeds. **No easements. Not a survey matter.**
- Terms and conditions of Agreement between Gordon - Shubow - Oliver, a Michigan Co-partnership, and the City of Ypsilanti a Michigan Municipal Corporation, dated September 15, 1966, recorded July 17, 1967 in Liber 1207, Page 546 in the Office of the Washtenaw County, Michigan Register of Deeds. **No easements. Not a survey matter.**
- Terms and conditions of Agreement between Mill Development Company, a Michigan Limited Co-partnership, and The Detroit Edison Company, a New York corporation, dated January 30, 1968, recorded February 13, 1968 in Liber 1234, Page 421 in the Office of the Washtenaw County, Michigan Register of Deeds. **The location of said easement cannot be determined from the record document.**
- Terms and conditions of Agreement between Mill Development Company, a Michigan Limited Partnership, and the City of Ypsilanti a Michigan Municipal Corporation, dated June 12, 1969, recorded August 20, 1969 in Liber 1299, Page 217 in the Office of the Washtenaw County, Michigan Register of Deeds. **No easements. Property to be quit claimed to the City of Ypsilanti for use as a road right-of-way has been shown.**

TITLE INFORMATION

The Title Description and Schedule B items hereon are from Royal Abstract National LLC, Commitment No. 53315, dated, July 30, 2021.

TITLE DESCRIPTION

PARCEL 1 (B):
A parcel of Land situated in part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, more particularly described as follows:

Commencing at the Northeast corner of Section 5, Town 3 South, Range 7 East, Thence due West, (along the North line of Section 5, being also known as the approximate centerline of Clark Road), 1056.00 feet to the POINT OF BEGINNING; thence South 0 degrees 49 minutes 00 seconds West, 391.71 feet to a point; thence due West 198.98 feet to a point; thence South 44 degrees 30 minutes 00 seconds West, 130.00 feet to a point; thence North 45 degrees 30 minutes 00 seconds West, 133.00 feet to a point; thence South 00 degrees 00 seconds West, 282.00 feet to a point; thence North 48 degrees 36 minutes 30 seconds West, (along the North bank of the Huron River), 274.11 feet to a point; thence due North (to the North line of Section 5), 411.09 feet to a point; thence due East (along the North line of Section 5), 793.00 feet to the POINT OF BEGINNING.

EXCEPTION THEREFROM THE FOLLOWING:

Part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County Michigan, described as: Commencing at the Northeast corner of said Section 5; thence West along the North line of the Northeast 1/4 of said Section 5, also being the centerline of Clark Road, a distance of 1056.00 feet; thence South 00 degrees 49 minutes 00 seconds West 391.71 feet; thence South 198.98 feet; thence South 44 degrees 30 minutes 00 seconds West 60.83 feet to the POINT OF BEGINNING of the premises here in after described and proceeding thence South 44 degrees 30 minutes 00 seconds West 69.17 feet; thence North 45 degrees 30 minutes 00 seconds 98.00 feet; thence North 43 degrees 18 minutes 31 seconds East 50.28 feet; thence South 77 degrees 17 minutes 35 seconds East 32.40 feet; thence South 46 degrees 58 minutes 19 seconds East 71.53 feet to the POINT OF BEGINNING.

PARCEL 2 (A):
Lot 2 of Newton Acres Subdivision No. 2 as recorded in Liber 19 of Plats, page 31, Washtenaw County Records.

EXCEPTING THE FOLLOWING:

Commencing at the Northeast corner of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan; thence North 89 degrees 58 minutes 50 seconds West along the North line of said Section and the centerline of Clark Road 1056.00 feet to the Northwest corner of proposed Newton Acres No. 2; thence South 00 degrees 40 minutes 00 seconds West along the West line of proposed Newton Acres No. 2, 43.00 feet to the POINT OF BEGINNING; thence continuing South 00 degrees 49 minutes 00 seconds West along said West line 527.40 feet to a point on the North line of proposed Green Road; thence South 89 degrees 58 minutes 50 seconds East along said North line 33.00 feet; thence North 00 degrees 49 minutes 00 seconds East 527.40 feet to a point 43.00 feet Southerly of the centerline of Clark Road; thence North 89 degrees 58 minutes 50 seconds West parallel with said centerline 33.00 feet to the POINT OF BEGINNING, said parcel being part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan.

PARCEL 3:
Commencing at the Northeast corner of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan; thence North 89 degrees 58 minutes 50 seconds West along the North line of said Section and the centerline of Clark Road 1056.00 feet to the Northwest corner of proposed Newton Acres No. 2; thence South 00 degrees 40 minutes 00 seconds West along the West line of proposed Newton Acres No. 2, 43.00 feet to the POINT OF BEGINNING; thence continuing South 00 degrees 49 minutes 00 seconds West along said West line 527.40 feet to a point on the North line of proposed Green Road; thence South 89 degrees 58 minutes 50 seconds East along said North line 33.00 feet; thence North 00 degrees 49 minutes 00 seconds East 527.40 feet to a point 43.00 feet Southerly of the centerline of Clark Road; thence North 89 degrees 58 minutes 50 seconds West parallel with said centerline 33.00 feet to the POINT OF BEGINNING, said parcel being part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan.

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WEST CLARK ROAD

Existing Site Conditions Plan

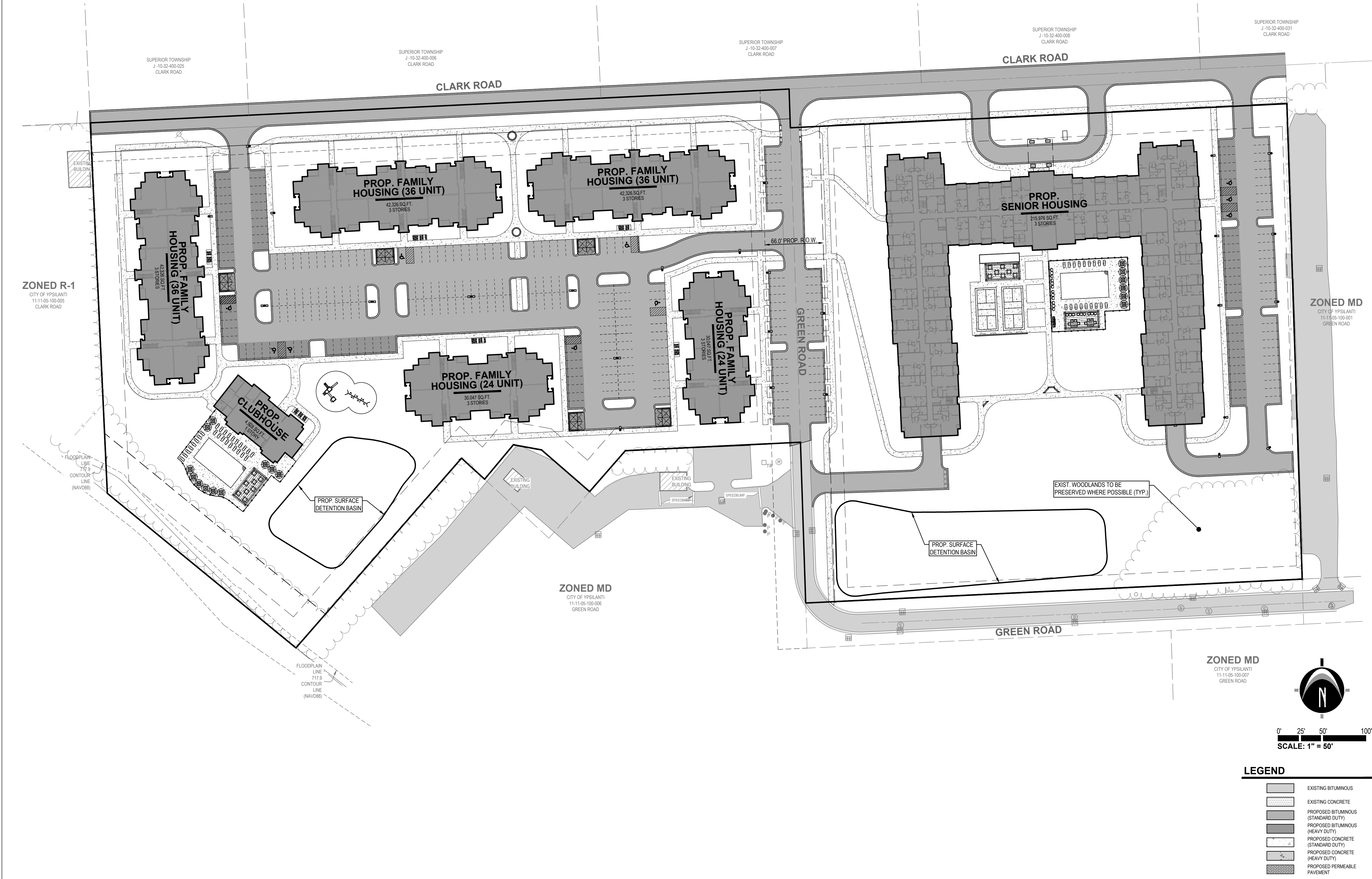
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SHEET NO:
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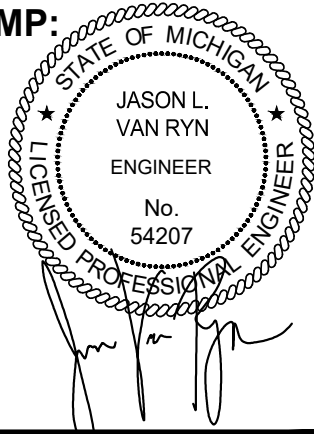
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WEST CLARK ROAD
Site Layout Plan | Overall Plan
645 & 945 West Clark Road, Ypsilanti, MI 48197
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SHEET NO:
C-205



PREPARED FOR:
DJR Architecture
Michael Stoddard

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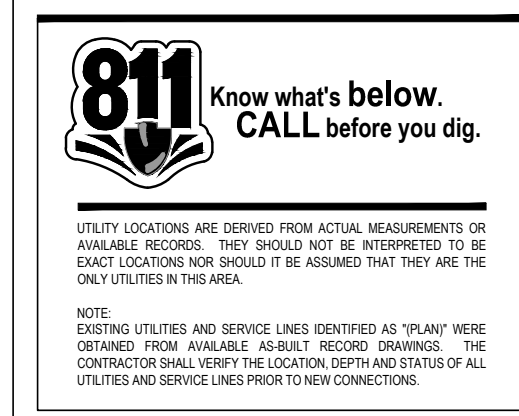
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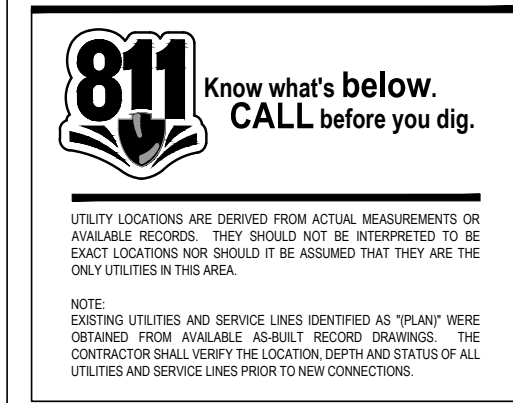
Site Layout Plan | Family Plan

845 & 945 West Clark Road, Ypsilanti, MI 48197
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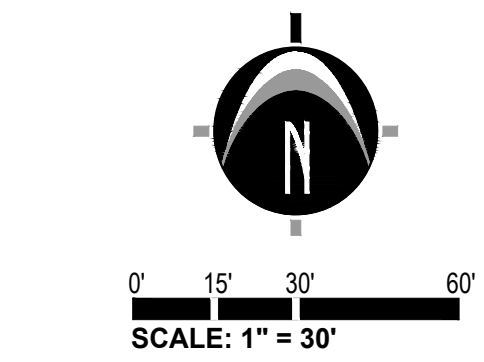
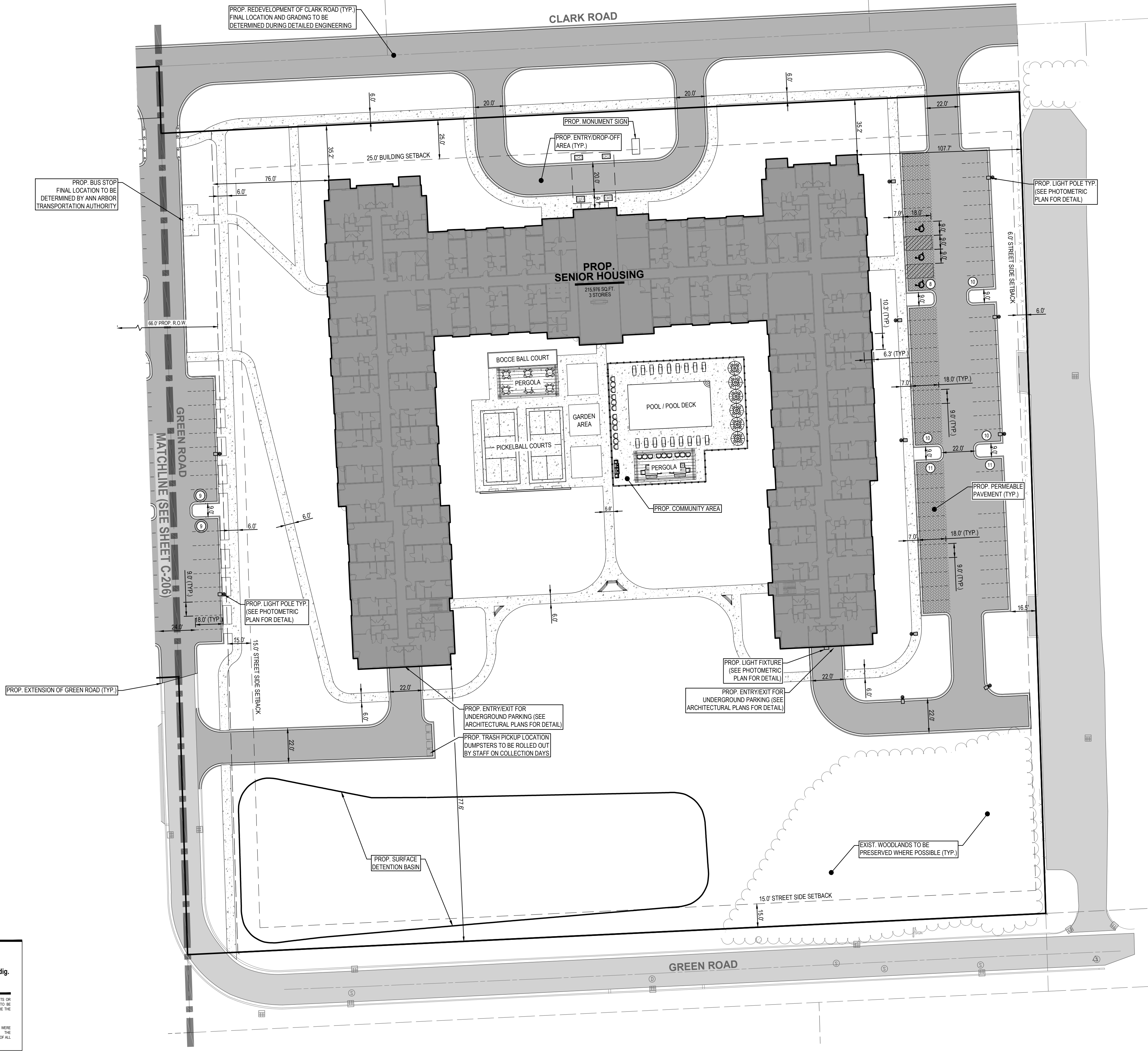
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LEGEND	
	EXISTING BITUMINOUS
	EXISTING CONCRETE
	PROPOSED BITUMINOUS (STANDARD DUTY)
	PROPOSED BITUMINOUS (HEAVY DUTY)
	PROPOSED CONCRETE (STANDARD DUTY)
	PROPOSED CONCRETE (HEAVY DUTY)
	PROPOSED PERMEABLE PAVEMENT

PARKING LEGEND	
	OFF-STREET PARKING (PRIVATE)
	ON-STREET PARKING (PUBLIC)

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WEST CLARK ROAD

Site Layout Plan | Senior Plan

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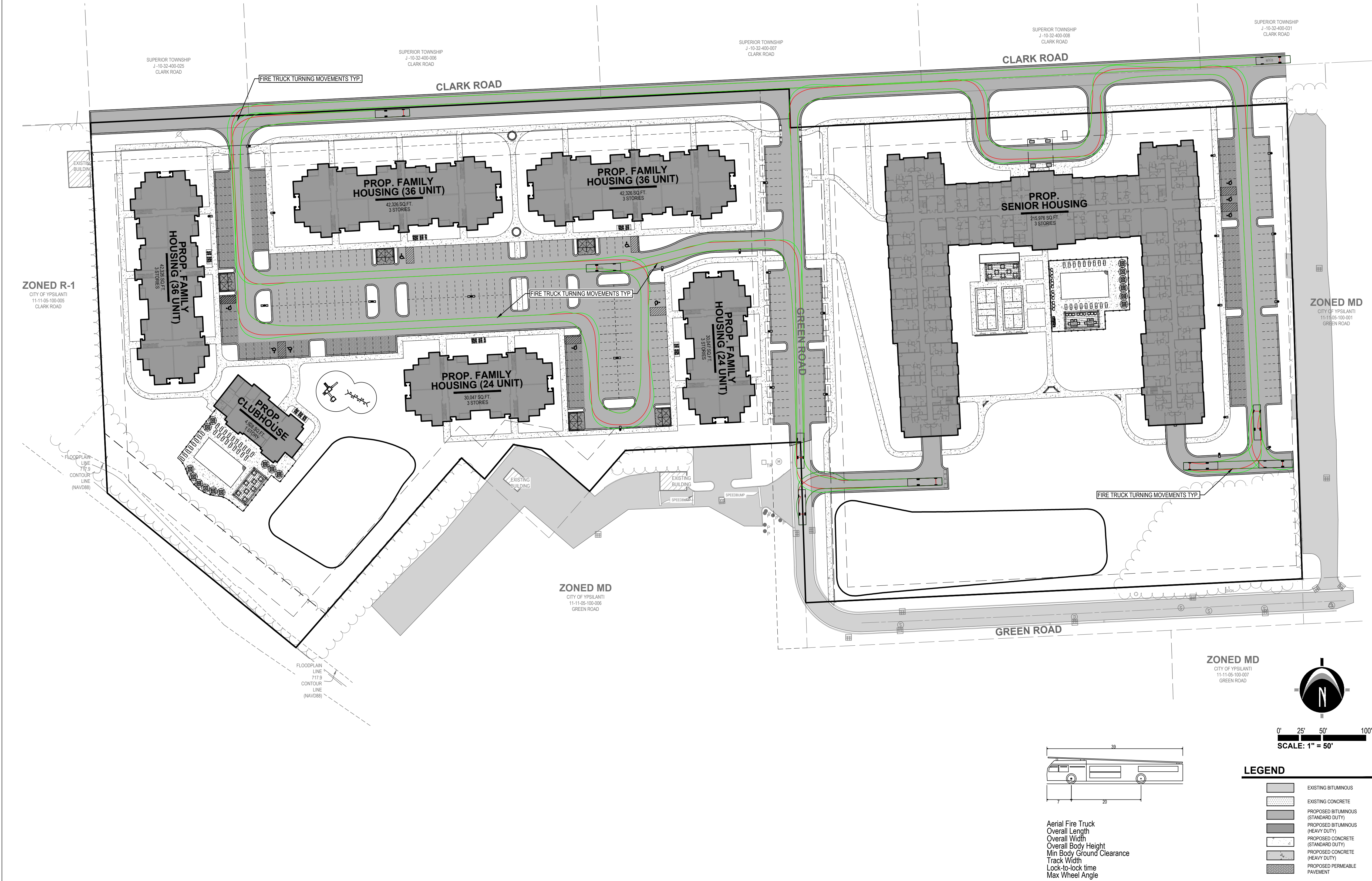
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JASON L. VAN RYN
ENGINEER
No. 54207

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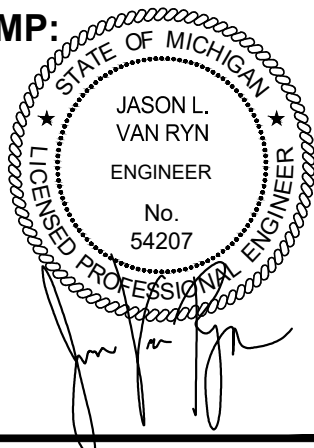
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WEST CLARK ROAD

Vehicle Access Plan

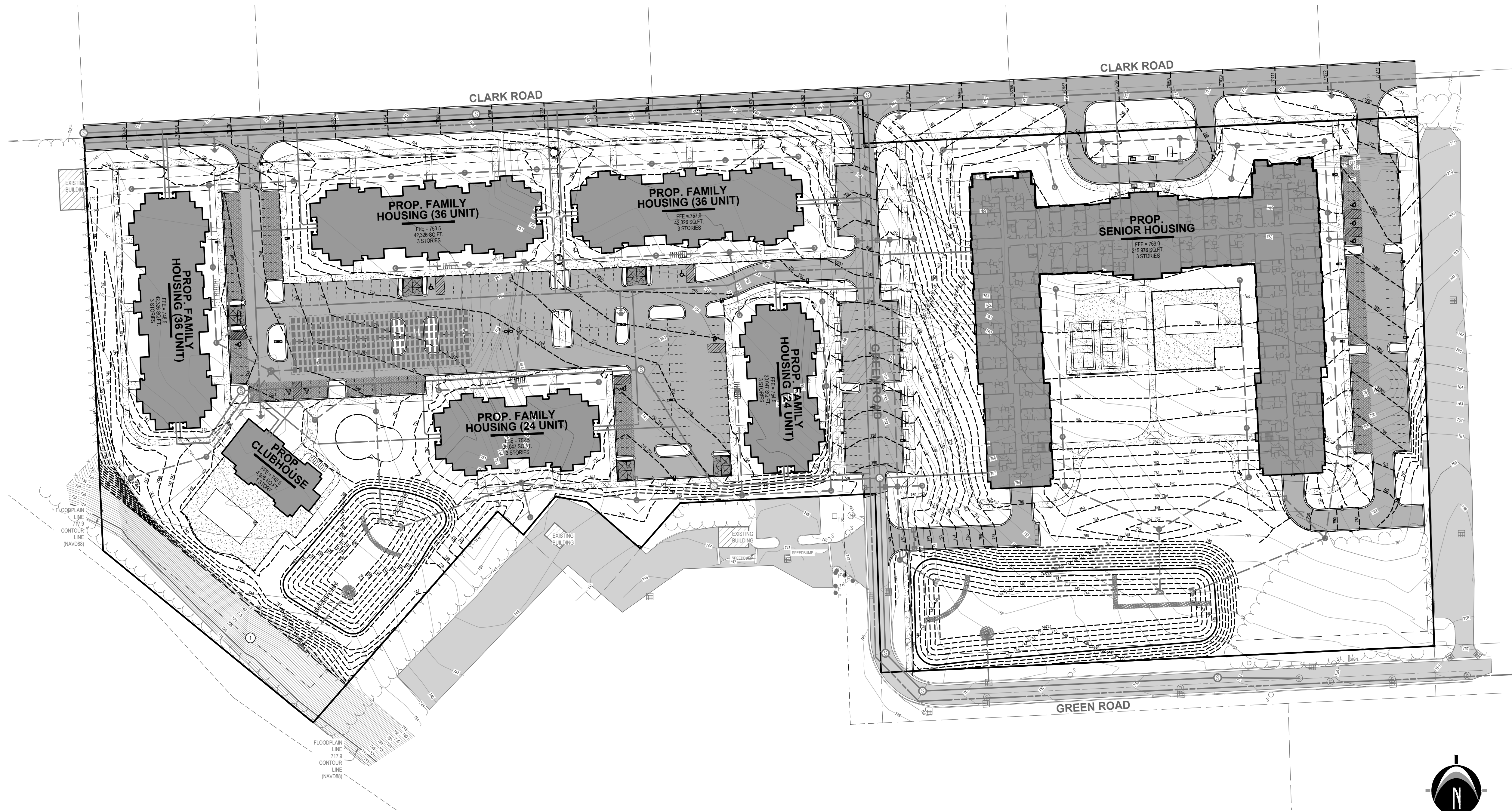
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SHEET NO:
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GRADING NOTES

- ① EXISTING STEEP SLOPES TO BE MITIGATED BY PROPOSED GRADING AND SOIL EROSION CONTROL MEASURES. SEE C-300 FOR DETAIL.

LEGEND

- EXISTING BITUMINOUS
EXISTING CONCRETE
PROPOSED BITUMINOUS (STANDARD DUTY)
PROPOSED BITUMINOUS (HEAVY DUTY)
PROPOSED CONCRETE (STANDARD DUTY)
PROPOSED CONCRETE (HEAVY DUTY)
PROPOSED PERMEABLE PAVEMENT

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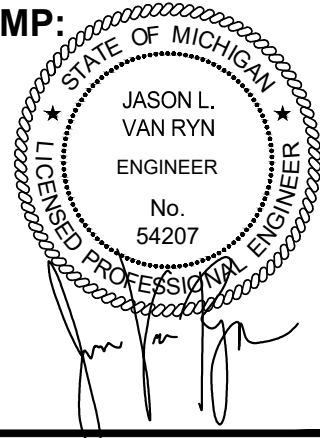
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WEST CLARK ROAD

Grading Plan | Overall Plan

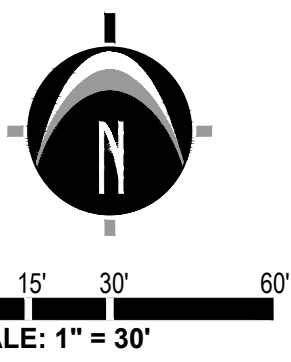
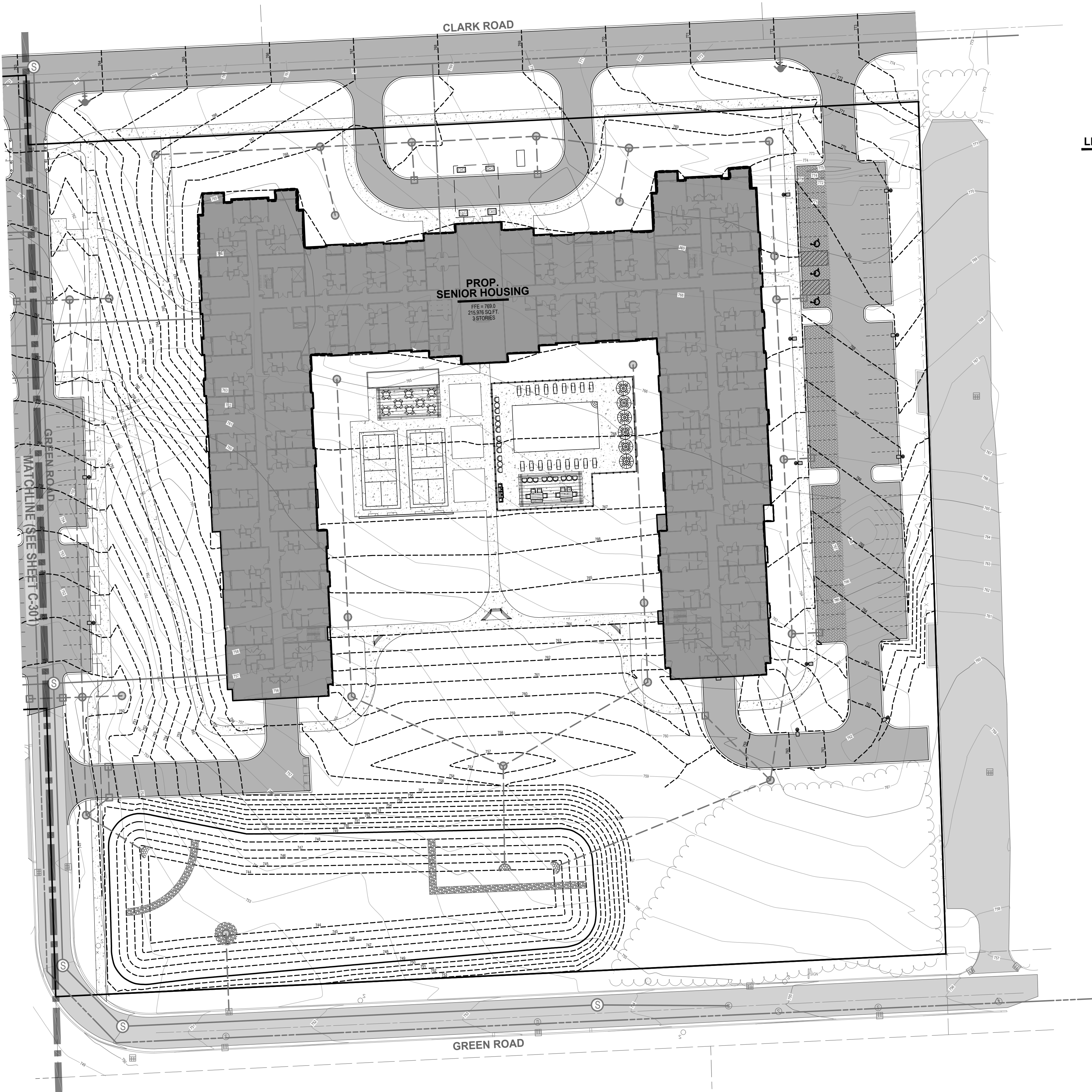
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SHEET NO:
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LEGEND	
[Pattern]	EXISTING BITUMINOUS
[Pattern]	EXISTING CONCRETE
[Pattern]	PROPOSED BITUMINOUS (STANDARD DUTY)
[Pattern]	PROPOSED BITUMINOUS (HEAVY DUTY)
[Pattern]	PROPOSED CONCRETE (STANDARD DUTY)
[Pattern]	PROPOSED CONCRETE (HEAVY DUTY)
[Pattern]	PROPOSED PERMEABLE PAVEMENT



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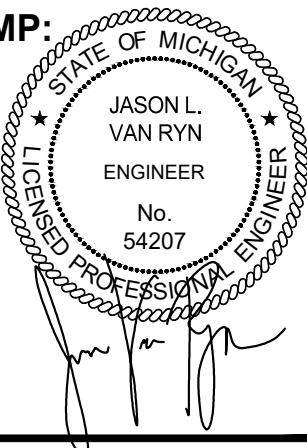
REVISIONS:			
Title: Site Plan Submittal			
Drawn: WL / JVR	Checked: BC	Date: 12.06.2021	
Title: PUD Site Plan Submittal			
Drawn: WL / JVR	Checked: BC	Date: 1.26.2022	
Title: PUD Site Plan Resubmittal			
Drawn: WL / JVR	Checked: BC	Date: 2.9.2022	

WEST CLARK ROAD

Grading Plan | Senior Plan

645 & 945 West Clark Road, Ypsilanti, MI 48197
PART OF THE NORTHEAST 1/4 OF SECTION 5, T3S, R7E,
CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN

STAMP:



PROJECT NO:
21500215

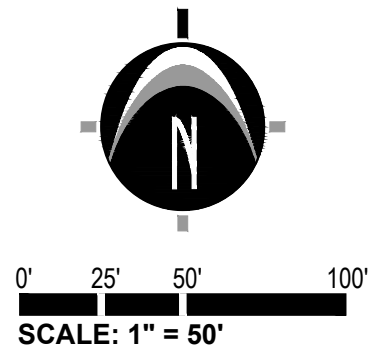
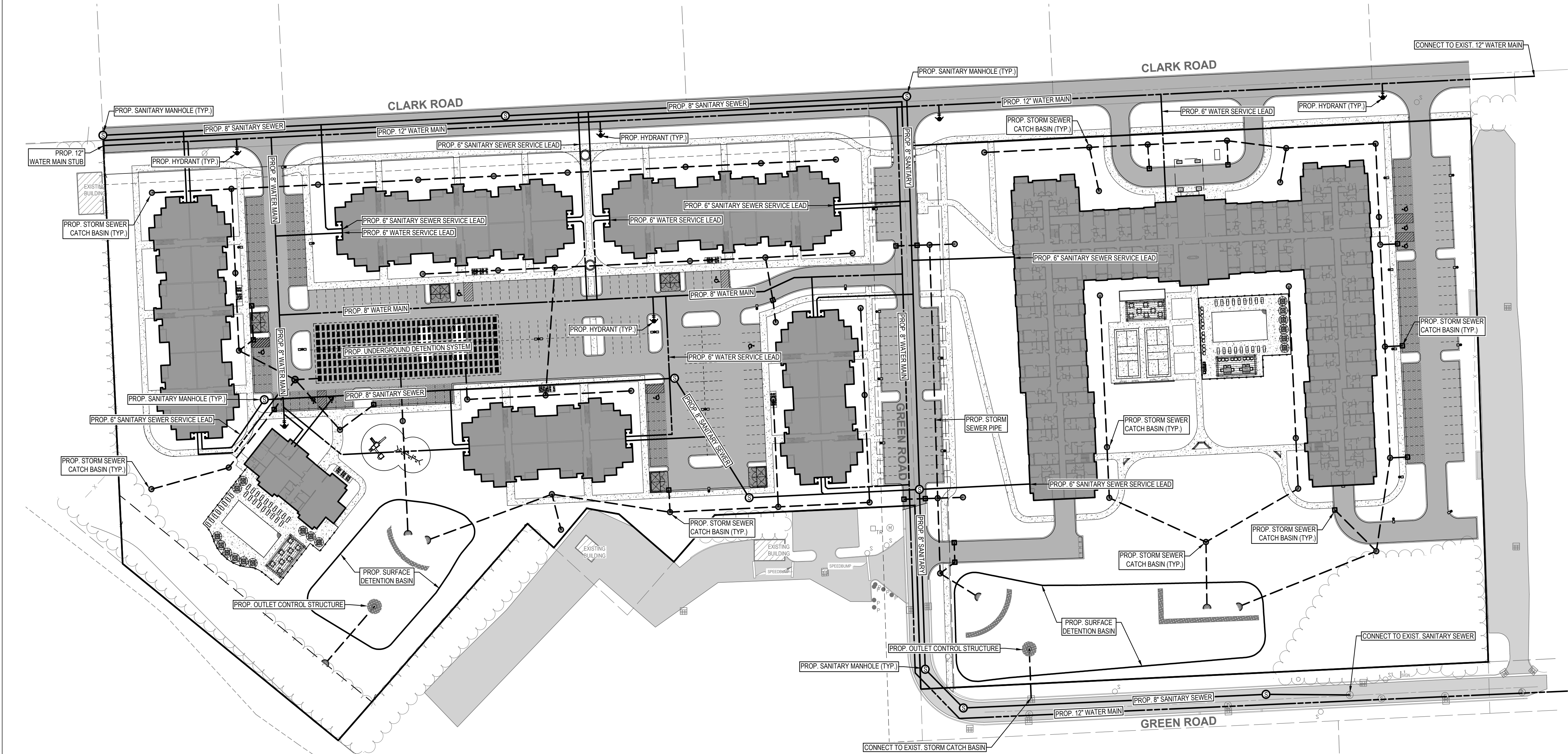
SHEET NO:
C-302



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UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

NOTE:
EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "UNKNOWN" WERE OBTAINED FROM AVAILABLE AVAILABLE RECORDS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO ANY CONSTRUCTION.



LEGEND	
	EXIST. SANITARY SEWER
	EXIST. STORM SEWER
	PROP. SANITARY SEWER
	PROP. STORM SEWER
	PROP. WATER MAIN

LEGEND	
	EXISTING BITUMINOUS
	EXISTING CONCRETE
	PROPOSED BITUMINOUS (STANDARD DUTY)
	PROPOSED BITUMINOUS (HEAVY DUTY)
	PROPOSED CONCRETE (STANDARD DUTY)
	PROPOSED CONCRETE (HEAVY DUTY)
	PROPOSED PERMEABLE PAVEMENT



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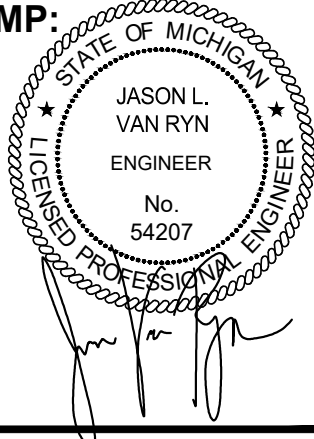
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WEST CLARK ROAD

Utility Plan | Overall Plan

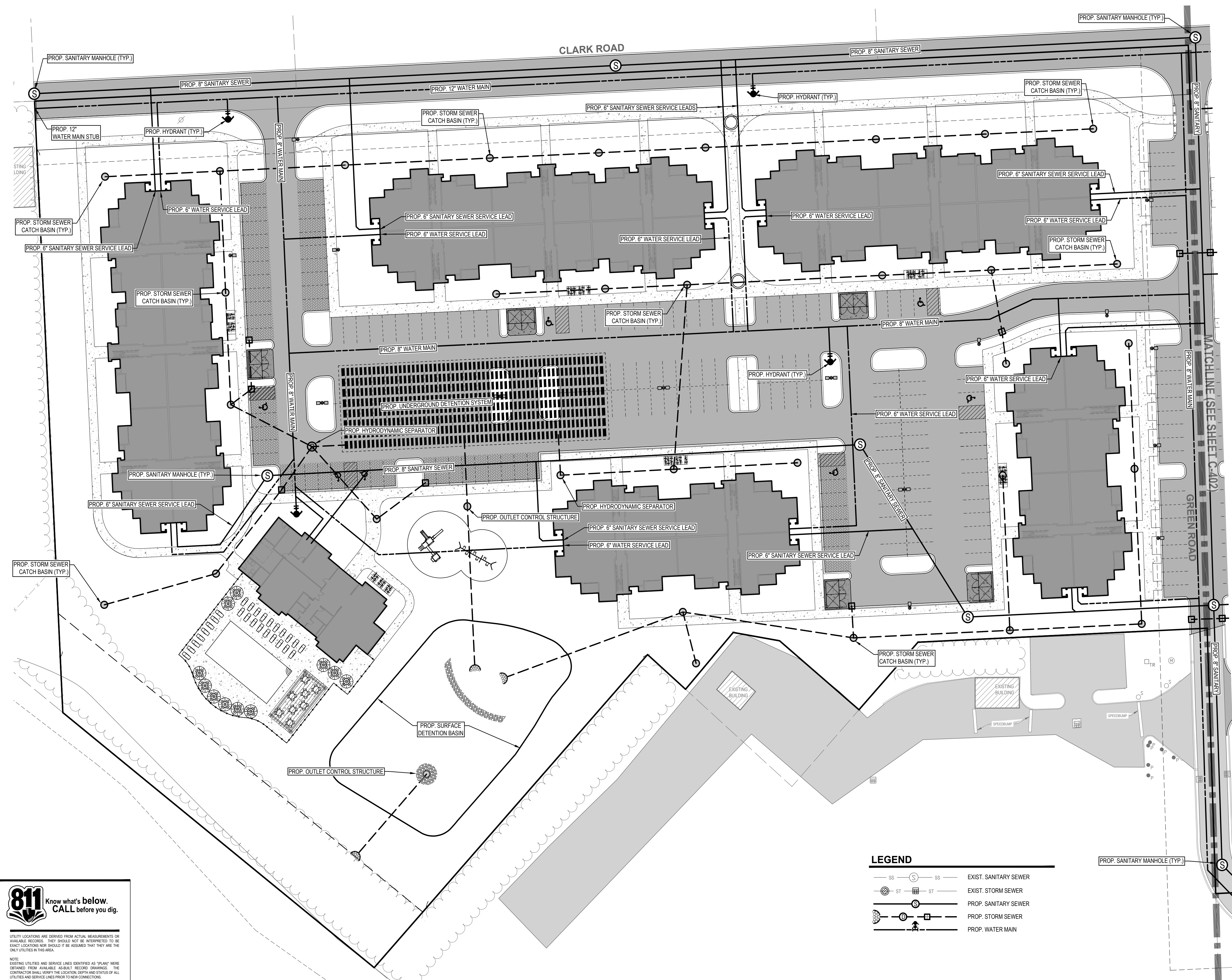
845 & 945 West Clark Road, Ypsilanti, MI 48197
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CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN

STAMP:



PROJECT NO:
21500215

SHEET NO:
C-400



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NOTE:
EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLAN" WERE OBTAINED FROM AVAILABLE AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.

— Land Planning — Landscape Architecture — Civil Engineering — Land Surveying — High Definition Scanning — Forensic Engineering — Fire Investigation



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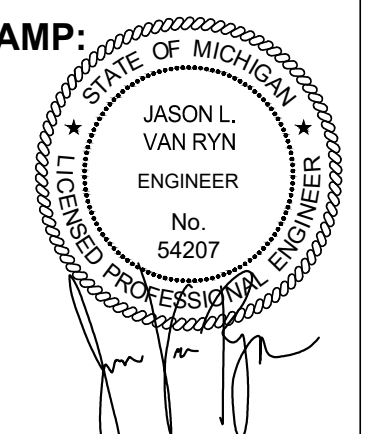
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Drawn: WL / JVR	Checked: BC	Date: 2.9.2022

WEST CLARK ROAD

Utility Plan | Family Plan

845 & 945 West Clark Road, Ypsilanti, MI 48197
PART OF THE NORTHEAST 1/4 OF SECTION 5, T3S, R7E,
CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN

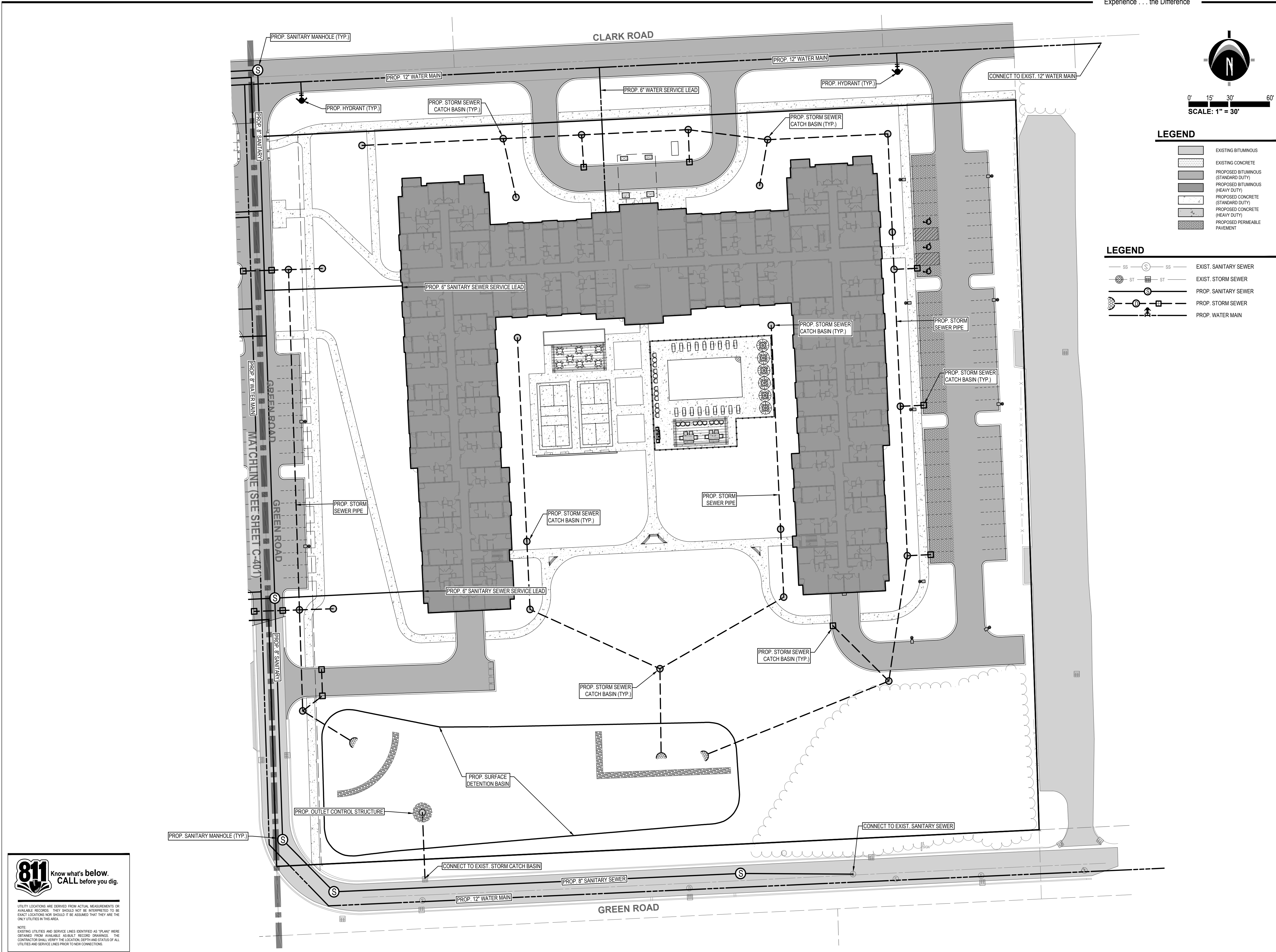
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PROJECT NO:
21500215

SHEET NO:

C-401

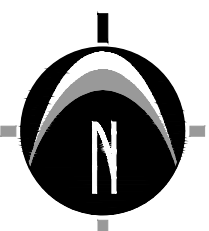




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0' 15' 30' 60'
SCALE: 1" = 30'

LEGEND

	EXISTING BITUMINOUS
	EXISTING CONCRETE
	PROPOSED BITUMINOUS (STANDARD DUTY)
	PROPOSED BITUMINOUS (HEAVY DUTY)
	PROPOSED CONCRETE (STANDARD DUTY)
	PROPOSED CONCRETE (HEAVY DUTY)
	PROPOSED PERMEABLE PAVEMENT

LEGEND

	EXIST. SANITARY SEWER
	EXIST. STORM SEWER
	PROP. SANITARY SEWER
	PROP. STORM SEWER
	PROP. WATER MAIN



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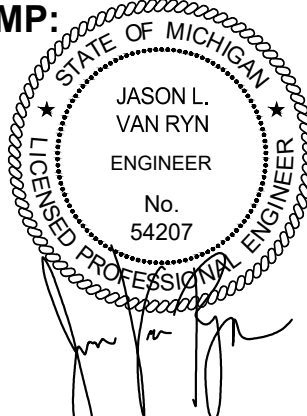
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Utility Plan | Senior Plan

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STAMP:



JASON L. VAN RYN
ENGINEER
No. 54207

PROJECT NO:
21500215

SHEET NO:
C-402

Land Planning — Landscape Architecture — Civil Engineering — Land Surveying — High Definition Scanning — Forensic Engineering — Fire Investigation

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Michael Stoddard

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REVISIONS:

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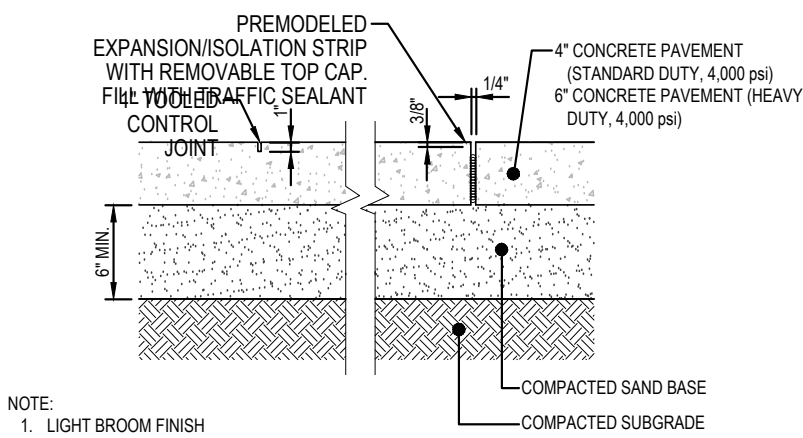
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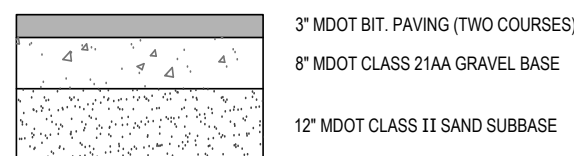
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- NOTE:
1. LIGHT BROOM FINISH
 2. LOCATE CONTROL JOINTS AND EXPANSION JOINTS PER ACI STANDARDS
 3. PANEL SIZE SHALL NOT EXCEED 8 FEET
 4. PANELS SHALL BE KEPT AS SQUARE AS POSSIBLE WITH THE LENGTH NEVER EXCEEDING 1.2X THE WIDTH
 5. 3.0WCU YD. FIBER REINFORCEMENT
 6. AIR ENTRAINMENT - 6% ± 1%
 7. SLUMP 4"±1"

CONCRETE PAVEMENT DETAIL

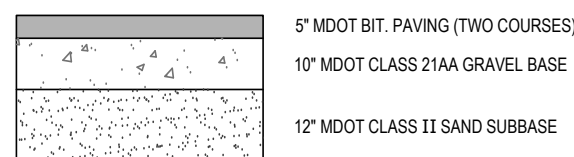
N.T.S.



- NOTE:
1. REFER TO GEOTECHNICAL REPORT FOR FINAL PAVEMENT DESIGN SPECIFICATION
 2. HMA MIXTURE TO BE TIER I OR TIER II
 3. BINDER GRADE TO BE A MINIMUM OF PG 58-28

STANDARD DUTY BITUMINOUS PAVEMENT CROSS SECTION DETAIL

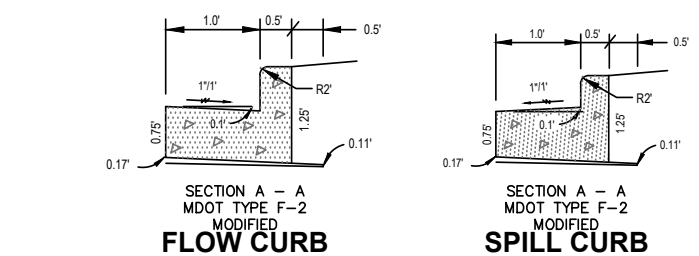
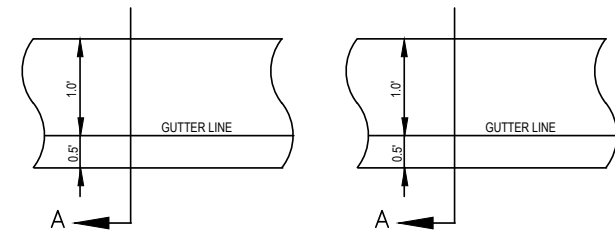
N.T.S.



- NOTE:
1. REFER TO GEOTECHNICAL REPORT FOR FINAL PAVEMENT DESIGN SPECIFICATION
 2. HMA MIXTURE TO BE TIER I OR TIER II
 3. BINDER GRADE TO BE A MINIMUM OF PG 58-28

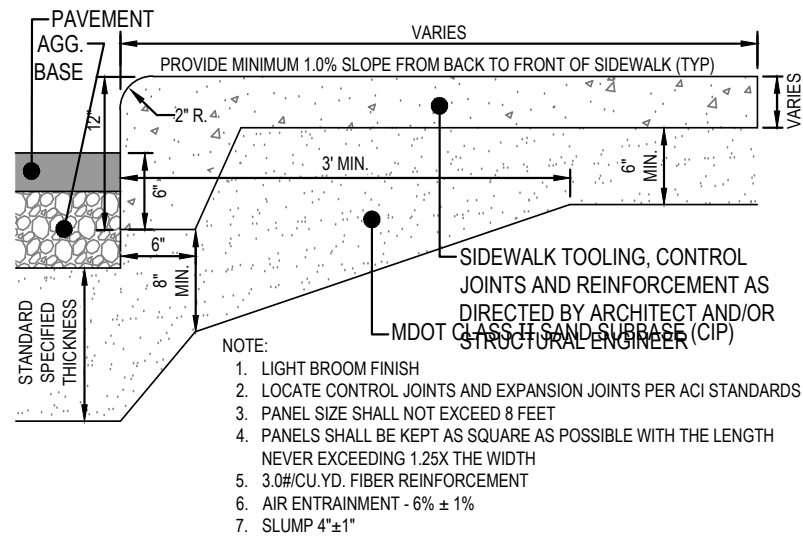
HEAVY DUTY BITUMINOUS PAVEMENT CROSS SECTION DETAIL

N.T.S.



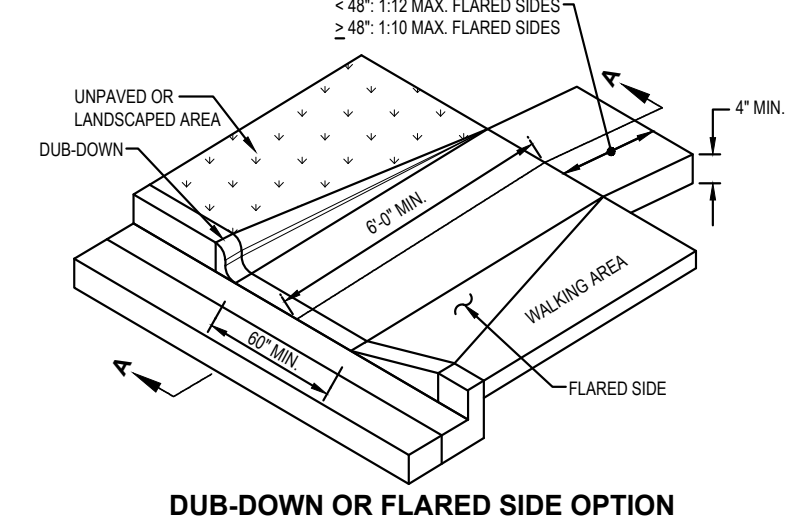
18" CONCRETE CURB AND GUTTER DETAIL

N.T.S.

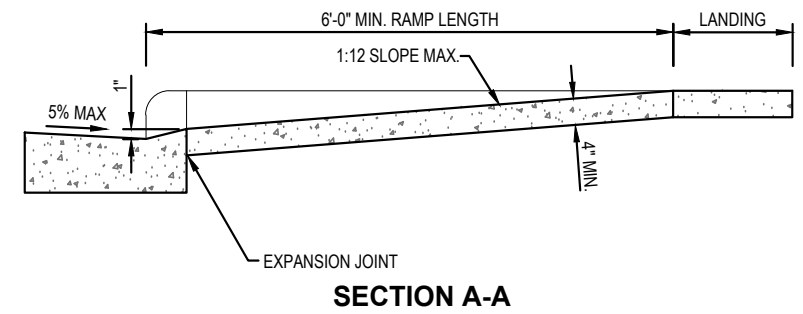


INTEGRAL CURB AND WALK DETAIL

N.T.S.



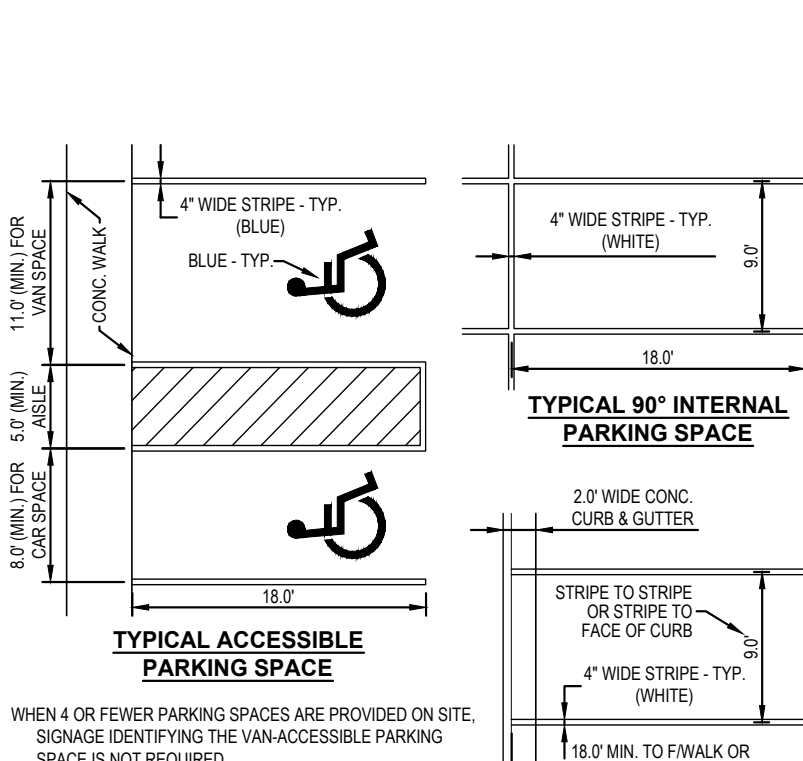
DUB-DOWN OR FLARED SIDE OPTION



SECTION A-A

SIDEWALK CURB RAMP DETAIL

N.T.S.



WHEN 4 OR FEWER PARKING SPACES ARE PROVIDED ON SITE, SIGNAGE IDENTIFYING THE VAN-ACCESSIBLE PARKING SPACE IS NOT REQUIRED.

AT LEAST 98" OF VERTICAL CLEARANCE MUST BE PROVIDED FOR VAN PARKING SPACE, ACCESS AISLE AND VEHICULAR ROUTE.

IF THE ACCESSIBLE ROUTE IS LOCATED IN FRONT OF THE PARKING SPACE, INSTALL WHEEL STOPS TO KEEP VEHICLES FROM REDUCING THE CLEAR WIDTH OF THE ACCESSIBLE ROUTE BELOW 36" INCHES.

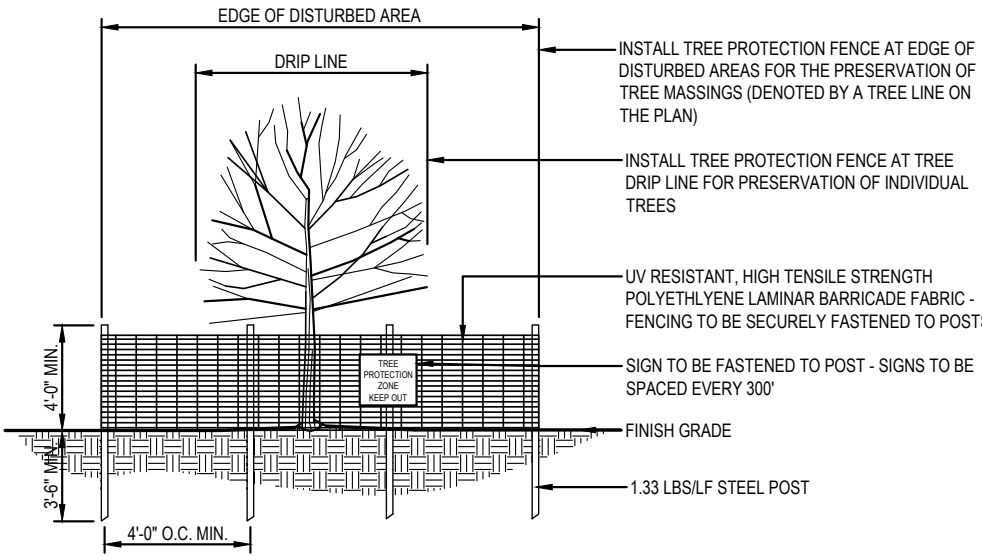
PARKING SPACE AND AISLE TO HAVE A MAXIMUM SLOPE IN ALL DIRECTIONS <2%.

NOTE:

APPLY TWO COATS OF VOC COMPLIANT, M.D.C.T. APPROVED, UNDILUTED SOLVENT BASED, OR LATEX TRAFFIC PAINT TO ALL PAVEMENT MARKINGS. USE MANUFACTURERS RECOMMENDED APPLICATION RATE, WITHOUT ADDITION OF THINNER, WITH A MAXIMUM OF 100 SFT PER GALLON, OR MINIMUM 15 MILS WET FILM THICKNESS, AND 7.5 MILS DRY FILM THICKNESS PER COAT, WITH MINIMUM 30 DAYS BETWEEN APPLICATIONS. SECOND COAT MUST NOT BE APPLIED EARLIER THAN 7 DAYS BEFORE OCCUPANCY.

PAVEMENT MARKING DETAILS

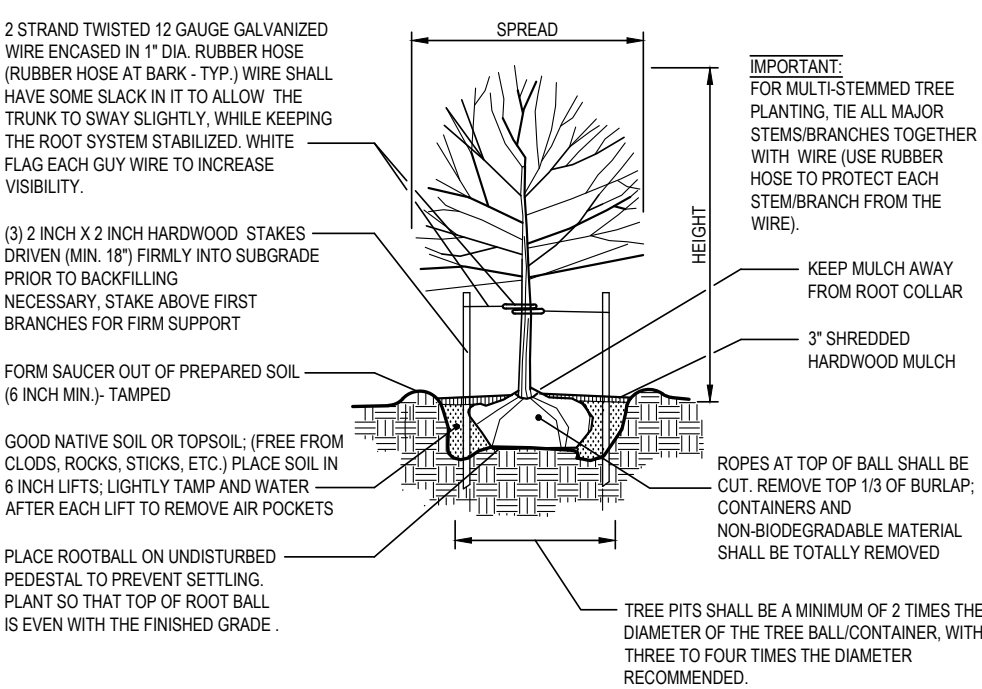
N.T.S.



- ALL PLANTS DESIGNATED TO BE SAVED SHALL BE PROTECTED BY FENCING AS ILLUSTRATED.
- THERE SHALL BE NO STORAGE OF MATERIAL OR EQUIPMENT WITHIN THE BOUNDARIES OF THE TREE PROTECTION FENCING.
- TREE PROTECTION FENCING SHALL BE MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION.
- ALL TREE PROTECTION SHALL BE INSTALLED BY THE CONTRACTOR AND APPROVED BY THE OWNER PRIOR TO COMMENCEMENT OF DEMOLITION AND NEW CONSTRUCTION.

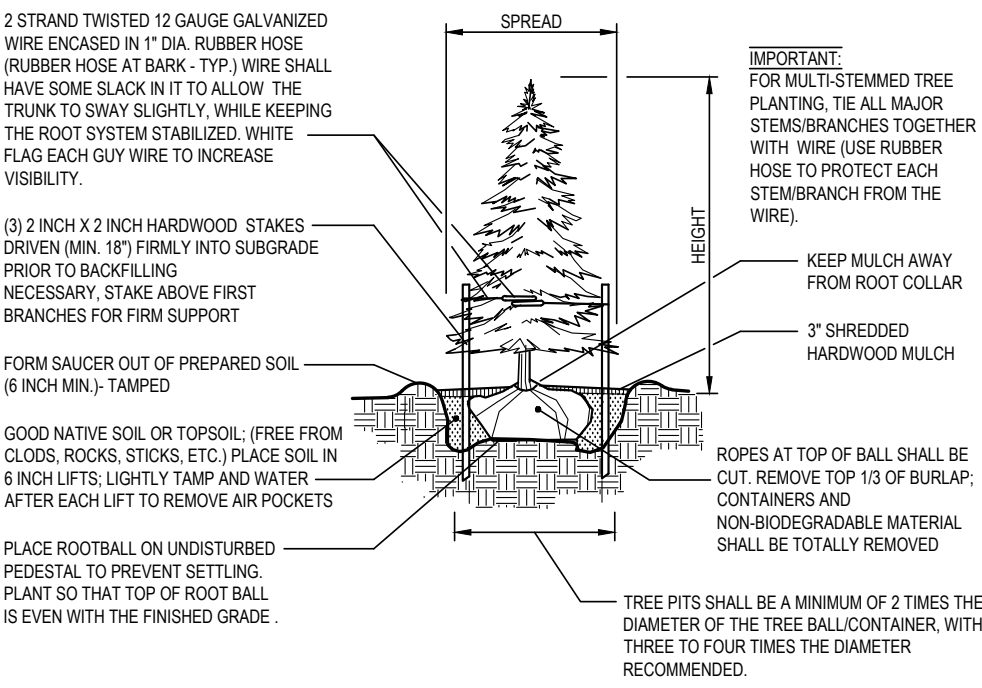
TREE PROTECTION FENCING DETAIL

N.T.S.



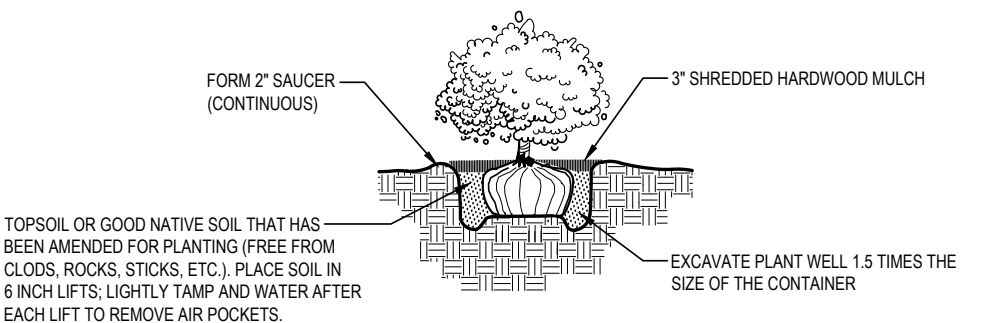
TYPICAL TREE PLANTING DETAIL

N.T.S.



TYPICAL EVERGREEN TREE PLANTING DETAIL

N.T.S.



TYPICAL SHRUB / PERENNIAL / ORNAMENTAL GRASS PLANTING DETAIL

N.T.S.



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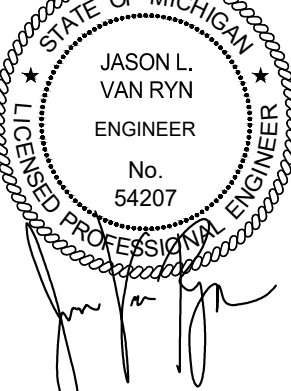
WEST CLARK ROAD

Landscape Plan | Overall Plan

945 & 945 West Clark Road, Ypsilanti, MI 48197

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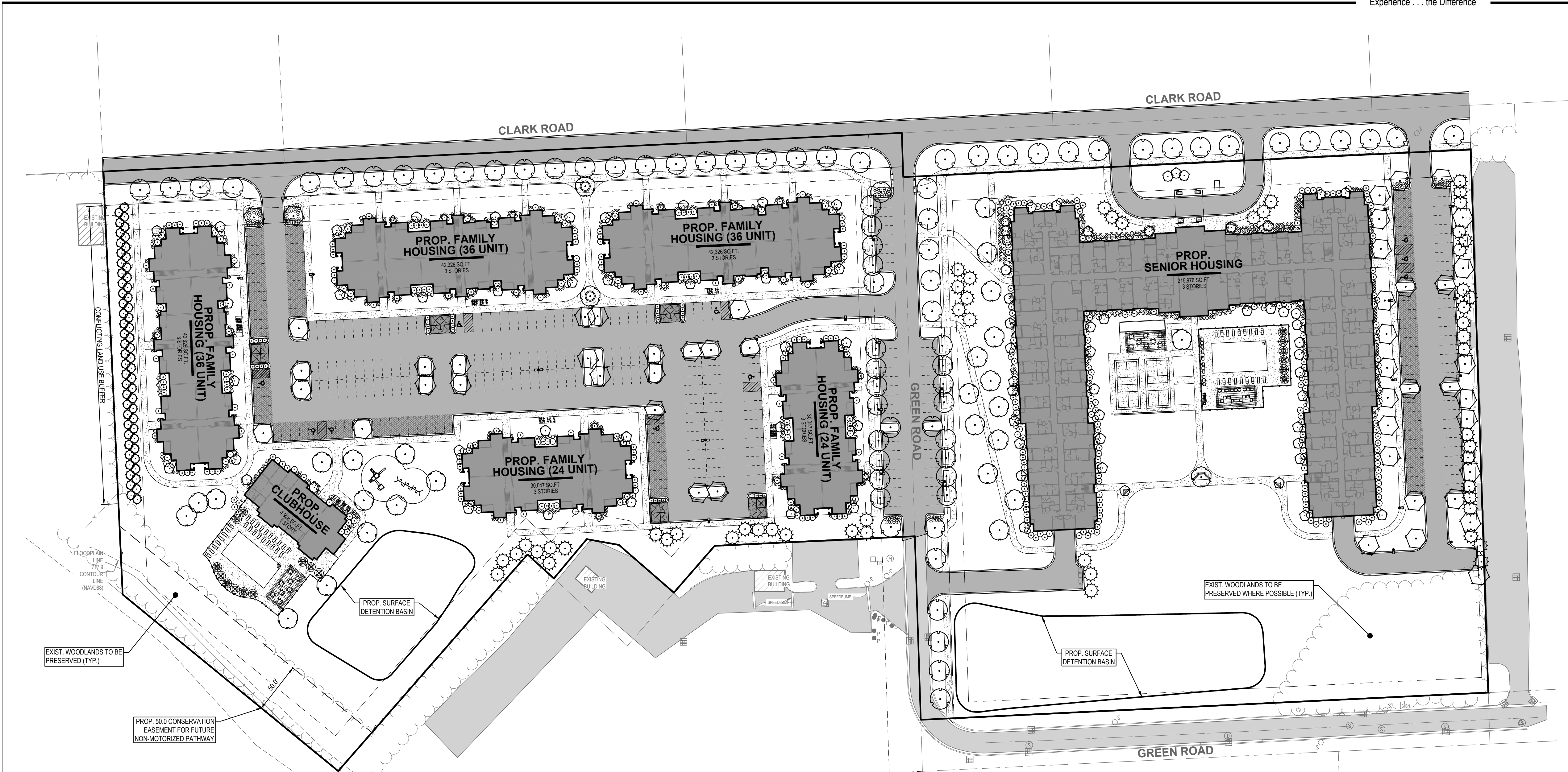
PROJECT NO:

21500215

SHEET NO:

L-100

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CONCEPTUAL PLANT SCHEDULE

	STREET TREES Acer miyabei 'Morton' TM / State Street Miyabe Maple Celtis occidentalis 'Utzon' TM / Ultra Common Hackberry Ginkgo biloba 'Madelinetree' Tree Ostrya virginiana / American Hopbush Quercus bicolor / Swamp White Oak Tilia americana 'Boulevard' / Boulevard American Linden Ulmus x 'Morton' TM / Accolade Elm	75
	DECIDUOUS SITE TREES Acer saccharum PN10265 TM / Green Mountain Sugar Maple Aronia melanocarpa 'UCONNAN165' TM / Ground Hug Black Chokeberry Aronia melanocarpa 'UCONNAN165' TM / Low Slope Mount Black Chokeberry Aronia melanocarpa 'UCONNAN165' TM / Low Slope Hedge Black Chokeberry Calluna dichotoma / Purple Beautyberry Deutzia gracilis 'Charonney Pearls' TM / Chardonney Pearls Deutzia Dennia laevis 'Madagas Sunray' / Dwarf Bush Honeysuckle Hydrangea arborescens 'NICHAY' TM / Invincible Spirit II Hydrangea Hydrangea paniculata 'LVOB' TM / Bobo Panic Hydrangea Hydrangea paniculata 'Jase' TM / Little Line Panic Hydrangea Hydrangea paniculata 'Little Quick Fire' / Little Quick Fire Panic Hydrangea Hydrangea quercifolia 'Rusy Slayers' / Rusy Slayers Oakleaf Hydrangea Hydrangea quercifolia 'Slate's Dwarf' / Slate's Dwarf Oakleaf Hydrangea Hypericum kalmianum 'Gemo' / Gemo St. Johnswort Spirea betulifolia 'Tor Cold' TM / Glow Gel Birchleaf Spirea Spirea betulifolia 'Tor' / Tor Birchleaf Spirea Spirea japonica 'NCSX1' TM / Double Play Candy Corn Spirea Spirea x 'NCSX2' TM / Double Play Double Spirea Symphoricarpos x doerriesii 'Kolman' TM / Candy Snowberry Syringa x 'SUNSHINE' TM / Blooming Dwarf Pink Lilac Syringa x 'SMSBPT' TM / Blooming Dark Purple Lilac Syringa x 'SMSXPM' TM / Scart and Sensibility Pink Lilac Viburnum ceras 'Compact' / Compact Koreanopie Viburnum Weigela florida 'Bakeropie' TM / Spotted Wine Weigela	29
	EVERGREEN SITE TREES Abies concolor / White Fir Picea glauca 'Densata' / Black Hills White Spruce Picea omorika / Serbian Spruce Pinus strobus / White Pine Thuja standishii x plicata 'Green Giant' / Green Giant Arborvitae	55
	FOUNDATION LARGE DECIDUOUS SHRUBS Amelanchier alnifolia 'Brilliantissima' / Brilliant Red Chokeberry Aronia melanocarpa 'Viking' / Viking Black Chokeberry Calycanthus x 'Aphrodite' / Aphrodite Sweetshrub Hamamelis vernalis / Ozark Witchhazel Hydrangea paniculata 'Balk' TM / Quick Fire Panic Hydrangea Hydrangea paniculata 'Limegold' / Limegold Panic Hydrangea Hydrangea paniculata 'Tardiva' / Tardiva Panic Hydrangea Hydrangea quercifolia 'Alice' / Alice Oakleaf Hydrangea Kerria japonica 'Pieriford' / Double Japanese Kerria Physocarpus opulifolius 'Seward' TM / Summer Wine Ninebark Syringa vulgaris 'Sensation' / Sensation Lilac Viburnum ceras / Koreanopie Viburnum Viburnum lentum / Wayfaring Tree Viburnum plicatum 'tomentosum' 'Shades' / Shasta Doublefile Viburnum Viburnum x rhytidophyloides 'Alleghany' / Alleghany Lantanaephylum Viburnum	229
	FOUNDATION LARGE EVERGREEN SHRUBS Buxa x 'Green Mountain' / Green Mountain Boxwood Ilex x 'mexicana' 'Blue Prince' & 'Blue Princess' / Blue Prince and Princess Holly Juniperus communis 'SMALCSP' TM / Toruga Common Juniper Juniperus virginiana 'Grey Owl' / Grey Owl Eastern Redcedar Mahonia aquifolium / Oregon Grape Microbiota decussata 'Prize' TM / Celtic Pride Siberian Carpet Cypress Rhododendron x 'P.J.M.' / P.J.M. Rhododendron Thuja occidentalis 'Conspire' TM / Fire Chief Arborvitae Thuja occidentalis 'Nana Maggy' / Nana Maggy Arborvitae	209
	FOUNDATION SMALL EVERGREEN SHRUBS Buxa x 'Common' TM / Green Mountain Boxwood Buxa x 'Green Velvet' / Green Velvet Boxwood Juniperus communis 'SMALCSP' TM / Toruga Common Juniper Juniperus virginiana 'Grey Owl' / Grey Owl Eastern Redcedar Mahonia aquifolium / Oregon Grape Microbiota decussata 'Prize' TM / Celtic Pride Siberian Carpet Cypress Rhododendron x 'P.J.M.' / P.J.M. Rhododendron Thuja occidentalis 'Conspire' TM / Fire Chief Arborvitae Thuja occidentalis 'Nana Maggy' / Nana Maggy Arborvitae	238
	DUMPSTER ENCLOSURE SCREENING SHRUBS Thuja plicata 'Droopi' TM / Spring Grove Western Red Cedar	32
	PARKING LOT SCREENING SHRUBS Aronia melanocarpa 'UCONNAN165' TM / Low Slope Mount Black Chokeberry Juniperus communis 'SMALCSP' TM / Toruga Common Juniper	91

LANDSCAPE CALCULATIONS

SEC. 122-634 SCREENING BETWEEN CONFLICTING LAND USES:

- ANY BUILDINGS WITH THREE DWELLING UNITS OR MORE ABUT A BUILDING WITH AN EQUAL OR LESSOR NUMBER OF DWELLING UNITS IN THE R-1, C-1, OR C-2 ZONING DISTRICTS, A LANDSCAPE BUFFER MUST CONSIST OF 9 EVERGREEN TREES PLANTED IN STAGGERED ROWS TO MAINTAIN AN OPACITY OF AT LEAST 80 PERCENT.
REQUIRED: 9 EVERGREEN TREES, PLANTED IN STAGGERED ROWS TO ACHIEVE AT LEAST 80 PERCENT OPACITY
PROVIDED: 65 EVERGREEN TREES, PLANTED IN STAGGERED ROWS TO ACHIEVE AT LEAST 80 PERCENT OPACITY

SEC. 122-636 STREET TREES:

- A MINIMUM OF ONE TREE PER EVERY 30 LINEAL FEET OF FRONTAGE.
REQUIRED: 2331 LINEAL FEET FRONTAGE / 30 = 74.367
PROVIDED: 75 TREES

SEC. 122-637 FOUNDATION LANDSCAPING:

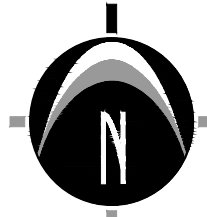
- MINIMUM OF 6 SHRUBS PER 30 LINEAL FEET OF APPLICABLE BUILDING FRONTAGE
REQUIRED: 6.30 FEET BUILDING FRONTAGE / 50 = 211.7 X 6 = 1,270.2 SHRUBS
PROVIDED: 1,270 FOUNDATION SHRUBS AND ORNAMENTAL TREES

SEC. 122-639 GENERAL SITE LANDSCAPING:

- INCLUSIVE ON ANY LANDSCAPING REQUIRED BY THIS SECTION, AT LEAST TEN PERCENT OF THE SITE AREA, EXCLUDING THE EXISTING PUBLIC RIGHTS-OF-WAY, MUST BE LANDSCAPED. SUCH SITE AREA LANDSCAPING MAY INCLUDE A COMBINATION OF THE PRESERVATION OF EXISTING TREE COVER, PLANTING OF NEW TREES AND PLANT MATERIAL, LANDSCAPED PLAZAS, GARDENS, VEGETATED ROOFS, AND FOUNDATION LANDSCAPING BEDS.
REQUIRED: 588.99 SF (TOTAL AREA) X 0.1 = 58.899 SF
PROVIDED: 188.459 SF (26.6 %)

SEC. 122-684 PARKING SCREENING AND LANDSCAPING:

- THERE SHALL BE A MINIMUM OF ONE TREE FOR EVERY EIGHT PARKING SPACES
NUMBER OF OFF STREET SURFACE PARKING SPACES PROPOSED: 250
REQUIRED: 32 TREES (250 / 8 = 31.25)
PROVIDED: 51 TREES



0' 25' 50' 100'
SCALE: 1" = 50'

LEGEND

	EXISTING BITUMINOUS
	EXISTING CONCRETE
	PROPOSED BITUMINOUS (STANDARD DUTY)
	PROPOSED BITUMINOUS (HEAVY DUTY)
	PROPOSED CONCRETE (STANDARD DUTY)
	PROPOSED CONCRETE (HEAVY DUTY)



Know what's below.
CALL before you dig.

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

NOTE:
EXTENDED UTILITIES AND SERVICE LINES IDENTIFIED AS "UTILITY" WERE OBTAINED FROM AVAILABLE AVAILABLE RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO ANY CONSTRUCTION.

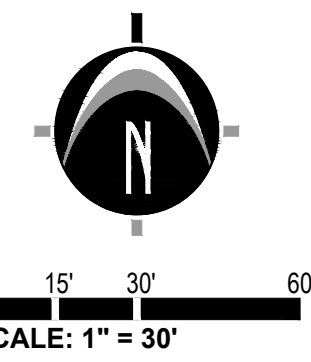


811 Know what's **below**.
CALL before you dig

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OF AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

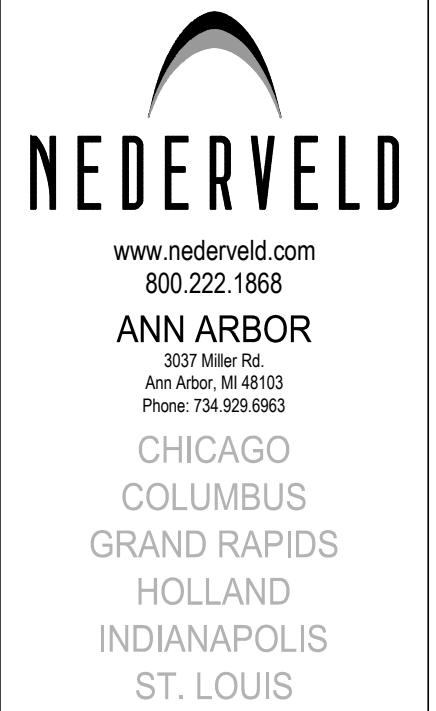
NOTE:
EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLANNED" WERE OBTAINED FROM AVAILABLE AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.

— Land Planning — Landscape Architecture — Civil Engineering — Land Surveying — High Definition Scanning — Forensic Engineering — Fire Investigation



LEGEND

-
- | | |
|--|-------------------------------------|
| | EXISTING BITUMINOUS |
| | EXISTING CONCRETE |
| | PROPOSED BITUMINOUS (STANDARD DUTY) |
| | PROPOSED BITUMINOUS (HEAVY DUTY) |
| | PROPOSED CONCRETE (STANDARD DUTY) |
| | PROPOSED CONCRETE (HEAVY DUTY) |
| | PROPOSED PERMEABLE PAVEMENT |
| | PROPOSED TREE PROTECTION |



PREPARED FOR:
DJR Architecture
Michael Stoddard

333 Washington Ave N
Minneapolis, MN 55401

REVISIONS:

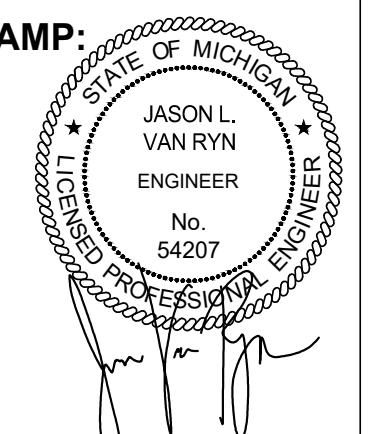
Title: Site Plan Submittal	Drawn: WL / JVR	Checked: BC	Date: 12.06.2021
Title: PUD Site Plan Submittal	Drawn: WL / JVR	Checked: BC	Date: 1.26.2022
Title: PUD Site Plan Resubmittal	Drawn: WL / JVR	Checked: BC	Date: 2.9.2022

WEST CLARK ROAD

Landscape Plan | Family Plan
945 E 945 West Creek Road, Vero Beach, FL 33570

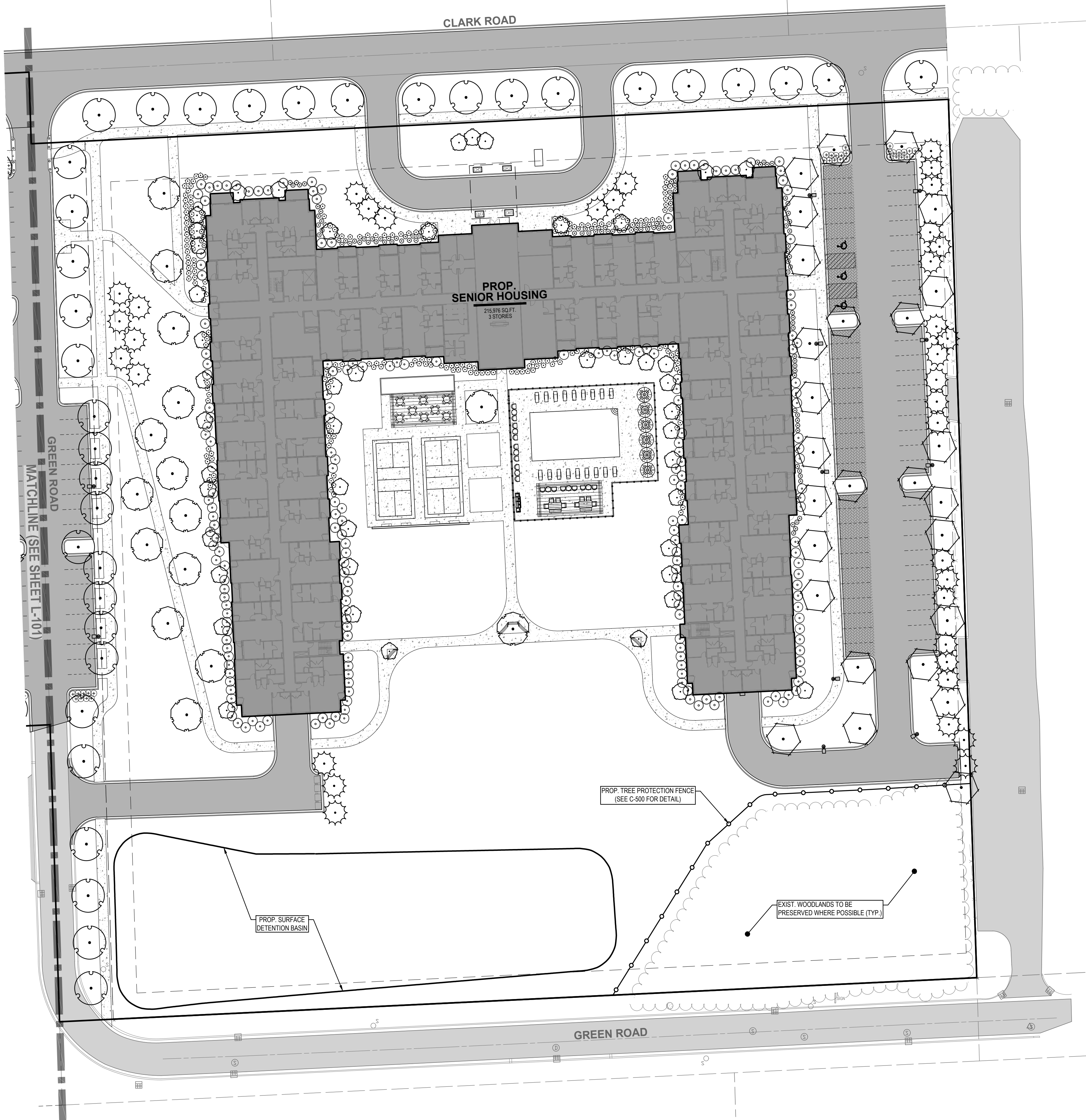
845 & 945 West Clark Road, Ypsilanti, MI 48197
PART OF THE NORTHEAST 1/4 OF SECTION 5, T3S,
CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN

STAMP: *ms*



PROJECT NO:
21500215

SHEET NO:
L-101



SCALE: 1" = 30'

LEGEND

	EXISTING BITUMINOUS
	EXISTING CONCRETE
	PROPOSED BITUMINOUS (STANDARD DUTY)
	PROPOSED BITUMINOUS (HEAVY DUTY)
	PROPOSED CONCRETE (STANDARD DUTY)
	PROPOSED CONCRETE (HEAVY DUTY)
	PROPOSED PERMEABLE PAVEMENT
	PROPOSED TREE PROTECTION

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800.222.1868

ANN ARBOR
3037 Miller Rd.
Ann Arbor, MI 48103
Phone: 734.929.6963

CHICAGO
COLUMBUS
GRAND RAPIDS
HOLLAND
INDIANAPOLIS
ST. LOUIS

PREPARED FOR:
DJR Architecture
Michael Stoddard

333 Washington Ave N
Minneapolis, MN 55401

REVISIONS:

Title: Site Plan Submittal	Drawn: WL / JVR	Checked: BC	Date: 12.06.2021
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Title: PUD Site Plan Resubmittal	Drawn: WL / JVR	Checked: BC	Date: 2.9.2022

WEST CLARK ROAD

Landscape Plan | Senior Plan

845 & 945 West Clark Road, Ypsilanti, MI 48197
PART OF THE NORTHEAST 1/4 OF SECTION 5, T3S, R7E,
CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN

STAMP:

PROJECT NO:
21500215

SHEET NO:
L-102

**Know what's below.
CALL before you dig.**

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

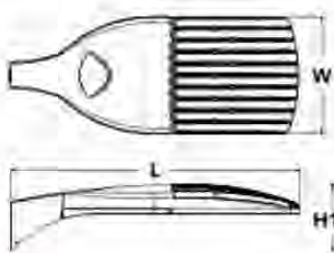
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D-Series Size 1
LED Area Luminaire

Specifications

EPA: 1.01 ft²
Length: 30"
Width: 12"
Height H1: 12.12"
Height H2: 3.02"
Weight (max): 22 lbs



Introduction

The modern styling of the D-Series luminaire yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire. The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It's ideal for replacing up to 750W metal halide in pedestrian and area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX1 LED P7 40K T3M MVOLT SPA NLAIR2 PIRHN DOBKG

DSX110									
Forward optics		TM	Color	TTS	Beam angle	TTS	Beam angle	Beam angle	Beam angle
P1	P1	P1	40K	1000	15°	15°	15°	15°	15°
P2	P2	P2	40K	1000	15°	15°	15°	15°	15°
P3	P3	P3	40K	1000	15°	15°	15°	15°	15°
Retro-reflective optics		TM	Color	TTS	Beam angle	TTS	Beam angle	Beam angle	Beam angle
P1	P1	P1	40K	1000	15°	15°	15°	15°	15°
P2	P2	P2	40K	1000	15°	15°	15°	15°	15°
P3	P3	P3	40K	1000	15°	15°	15°	15°	15°
P4	P4	P4	40K	1000	15°	15°	15°	15°	15°
P5	P5	P5	40K	1000	15°	15°	15°	15°	15°
P6	P6	P6	40K	1000	15°	15°	15°	15°	15°
P7	P7	P7	40K	1000	15°	15°	15°	15°	15°
P8	P8	P8	40K	1000	15°	15°	15°	15°	15°
P9	P9	P9	40K	1000	15°	15°	15°	15°	15°
P10	P10	P10	40K	1000	15°	15°	15°	15°	15°
P11	P11	P11	40K	1000	15°	15°	15°	15°	15°
P12	P12	P12	40K	1000	15°	15°	15°	15°	15°
P13	P13	P13	40K	1000	15°	15°	15°	15°	15°
P14	P14	P14	40K	1000	15°	15°	15°	15°	15°
P15	P15	P15	40K	1000	15°	15°	15°	15°	15°
P16	P16	P16	40K	1000	15°	15°	15°	15°	15°
P17	P17	P17	40K	1000	15°	15°	15°	15°	15°
P18	P18	P18	40K	1000	15°	15°	15°	15°	15°
P19	P19	P19	40K	1000	15°	15°	15°	15°	15°
P20	P20	P20	40K	1000	15°	15°	15°	15°	15°
P21	P21	P21	40K	1000	15°	15°	15°	15°	15°
P22	P22	P22	40K	1000	15°	15°	15°	15°	15°
P23	P23	P23	40K	1000	15°	15°	15°	15°	15°
P24	P24	P24	40K	1000	15°	15°	15°	15°	15°
P25	P25	P25	40K	1000	15°	15°	15°	15°	15°
P26	P26	P26	40K	1000	15°	15°	15°	15°	15°
P27	P27	P27	40K	1000	15°	15°	15°	15°	15°
P28	P28	P28	40K	1000	15°	15°	15°	15°	15°
P29	P29	P29	40K	1000	15°	15°	15°	15°	15°
P30	P30	P30	40K	1000	15°	15°	15°	15°	15°
P31	P31	P31	40K	1000	15°	15°	15°	15°	15°
P32	P32	P32	40K	1000	15°	15°	15°	15°	15°
P33	P33	P33	40K	1000	15°	15°	15°	15°	15°
P34	P34	P34	40K	1000	15°	15°	15°	15°	15°
P35	P35	P35	40K	1000	15°	15°	15°	15°	15°
P36	P36	P36	40K	1000	15°	15°	15°	15°	15°
P37	P37	P37	40K	1000	15°	15°	15°	15°	15°
P38	P38	P38	40K	1000	15°	15°	15°	15°	15°
P39	P39	P39	40K	1000	15°	15°	15°	15°	15°
P40	P40	P40	40K	1000	15°	15°	15°	15°	15°
P41	P41	P41	40K	1000	15°	15°	15°	15°	15°
P42	P42	P42	40K	1000	15°	15°	15°	15°	15°
P43	P43	P43	40K	1000	15°	15°	15°	15°	15°
P44	P44	P44	40K	1000	15°	15°	15°	15°	15°
P45	P45	P45	40K	1000	15°	15°	15°	15°	15°
P46	P46	P46	40K	1000	15°	15°	15°	15°	15°
P47	P47	P47	40K	1000	15°	15°	15°	15°	15°
P48	P48	P48	40K	1000	15°	15°	15°	15°	15°
P49	P49	P49	40K	1000	15°	15°	15°	15°	15°
P50	P50	P50	40K	1000	15°	15°	15°	15°	15°
P51	P51	P51	40K	1000	15°	15°	15°	15°	15°
P52	P52	P52	40K	1000	15°	15°	15°	15°	15°
P53	P53	P53	40K	1000	15°	15°	15°	15°	15°
P54	P54	P54	40K	1000	15°	15°	15°	15°	15°
P55	P55	P55	40K	1000	15°	15°	15°	15°	15°
P56	P56	P56	40K	1000	15°	15°	15°	15°	15°
P57	P57	P57	40K	1000	15°	15°	15°	15°	15°
P58	P58	P58	40K	1000	15°	15°	15°	15°	15°
P59	P59	P59	40K	1000	15°	15°	15°	15°	15°
P60	P60	P60	40K	1000	15°	15°	15°	15°	15°
P61	P61	P61	40K	1000	15°	15°	15°	15°	15°
P62	P62	P62	40K	1000	15°	15°	15°	15°	15°
P63	P63	P63	40K	1000	15°	15°	15°	15°	15°
P64	P64	P64	40K	1000	15°	15°	15°	15°	15°
P65	P65	P65	40K	1000	15°	15°	15°	15°	15°
P66	P66	P66	40K	1000	15°	15°	15°	15°	15°
P67	P67	P67	40K	1000	15°	15°	15°	15°	15°
P68	P68	P68	40K	1000	15°	15°	15°	15°	15°
P69	P69	P69	40K	1000	15°	15°	15°	15°	15°
P70	P70	P70	40K	1000	15°	15°	15°	15°	15°
P71	P71	P71	40K	1000	15°	15°	15°	15°	15°
P72	P72	P72	40K	1000	15°	15°	15°	15°	15°
P73	P73	P73	40K	1000	15°	15°	15°	15°	15°
P74	P74	P74	40K	1000	15°	15°	15°	15°	15°
P75	P75	P75	40K	1000	15°	15°	15°	15°	15°
P76	P76	P76	40K	1000	15°	15°	15°	15°	15°
P77	P77	P77	40K	1000	15°	15°	15°	15°	15°
P78	P78	P78	40K	1000	15°	15°	15°	15°	15°
P79	P79	P79	40K	1000	15°	15°	15°	15°	15°
P80	P80	P80	40K	1000	15°	15°	15°	15°	15°
P81	P81	P81	40K	1000	15°	15°	15°	15°	15°
P82	P82	P82	40K	1000	15°	15°	15°	15°	15°
P83	P83	P83	40K	1000	15°	15°	15°	15°	15°
P84	P84	P84	40K	1000	15°	15°	15°	15°	15°
P85	P85	P85	40K	1000	15°	15°	15°	15°	15°
P86	P86	P86	40K	1000	15°	15°	15°	15°	15°
P87	P87	P87	40K	1000	15°	15°	15°	15°	15°
P88	P88	P88	40K	1000	15°	15°	15°	15°	15°
P89	P89	P89	40K	1000	15°	15°	15°	15°	15°
P90	P90	P90	40K	1000	15°	15°	15°	15°	15°
P91	P91	P91	40K	1000	15°	15°	15°	15°	15°
P92	P92	P92	40K	1000	15°	15°	15°	15°	15°
P93	P93	P93	40K	1000	15°	15°	15°	15°	15°
P94	P94	P94	40K	1000	15°	15°	15°	15°	15°
P95	P95	P95	40K	1000	15°	15°	15°	15°	15°
P96	P96	P96	40K	1000	15°	15°	15°	15°	15°
P97	P97	P97	40K	1000	15°	15°	15°	15°	15°
P98	P98	P98	40K	1000	15°	15°	15°	15°	15°
P99	P99	P99	40K	1000	15°	15°	15°	15°	15°
P100	P100	P100	40K	1000	15°	15°	15°	15°	15°

Supported included				Supported included			
1000							



Schedule						
Symbol	Label	Quantity	Manufacturer	Catalog Number	Lamp	Light Loss Factor
	P6	6	Lithonia Lighting	DSX1 LED 40K MVOLT	LED	0.9
	P7	6	Lithonia Lighting	DSX1 LED 40K MVOLT	LED	0.9
	W1	1	Lithonia Lighting	DSX1 LED 40K MVOLT	LED	0.9

General Note

1. SEE DRAWING FOR LUMINAIRE MOUNTING HEIGHT.
2. CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 5' - 0"
3. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC CALCULATION AND RESUBMISSION TO CITY FOR APPROVAL.

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

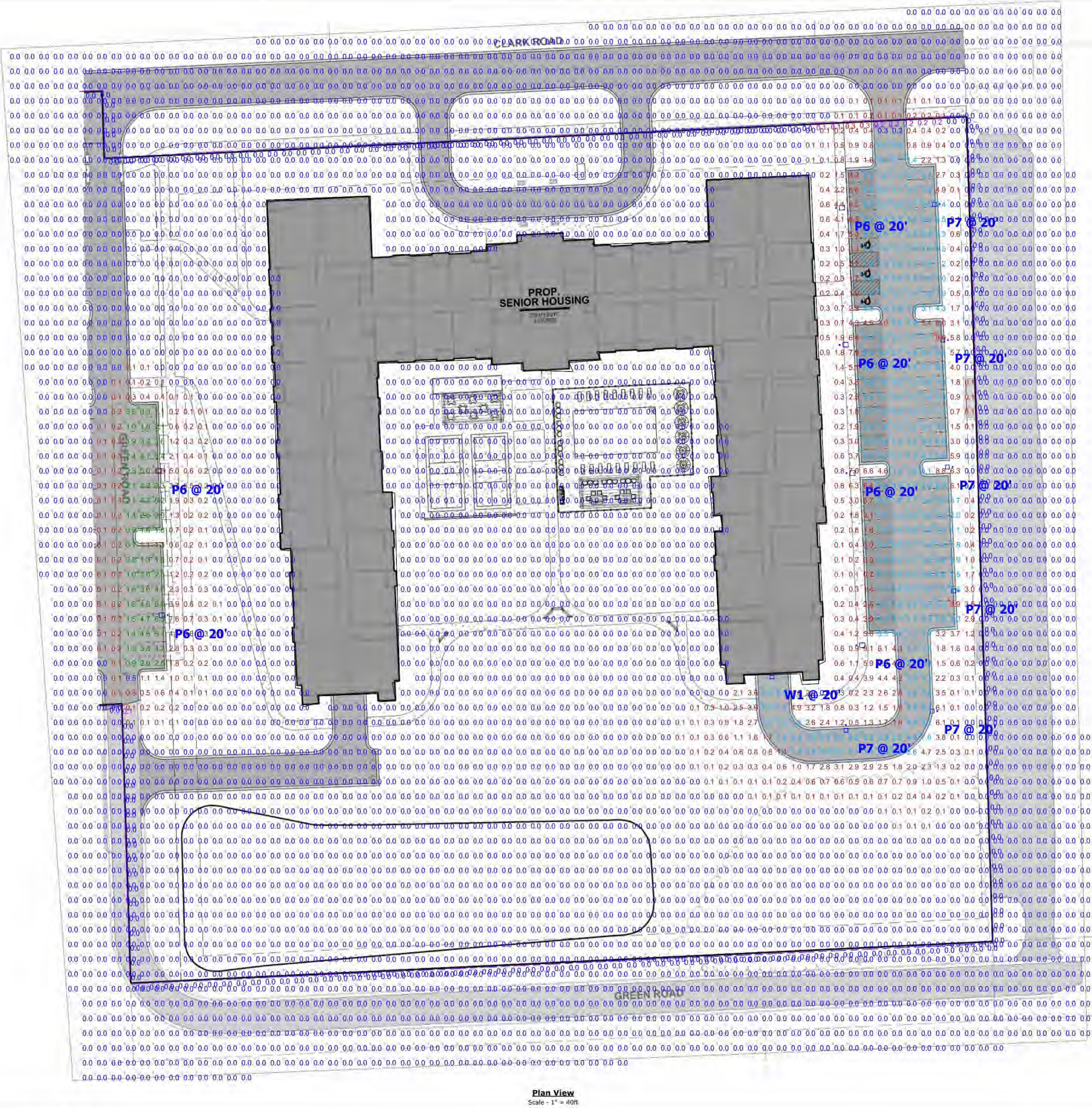
THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIREMENTS DEFINED IN ASHRAE 90.1 2013. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT ASG@GASSERBUSH.COM OR 734-266-6705.

FOR ORDERING INQUIRIES CONTACT GASSER BUSH AT QUOTES@GASSERBUSH.COM OR 734-266-6705.

THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.

MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.



Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	Avg/Max
East Parking	✕	3.2 fc	9.9 fc	0.3 fc	33.0:1	10.7:1	0.3:1
Grade @ 5' AFG	+	0.3 fc	9.9 fc	0.0 fc	N/A	N/A	0.0:1
Green Road Parking	✕	2.8 fc	6.6 fc	0.5 fc	13.2:1	5.6:1	0.4:1
Property Line	+	0.0 fc	0.3 fc	0.0 fc	N/A	N/A	0.0:1

GBA

WEST CLARK ROAD
PHOTOMETRIC PLAN
PREPARED FOR: NEDERVELD
GASSER BUSH ASSOCIATES
WWW.GASSERBUSH.COM

Designer
DS
Date
01/26/2022
Scale
Not to Scale
Drawing No.
#22-71340 V1



**City of Ypsilanti
Planning & Development Department**

One South Huron • Ypsilanti, MI 48197
Phone: (734) 483-9646
www.cityofypsilanti.com

PLANNED UNIT DEVELOPMENT APPLICATION

Applicant*

Name Lincoln Avenue Capital		
Address [REDACTED]		
City [REDACTED]	State [REDACTED]	Zip [REDACTED]
Phone / Fax [REDACTED]		E-Mail [REDACTED]

*If applicant is not owner of property, a written, notarized statement from the owner authorizing this application must be included.

Property

Name of project 845 and 945 W. Clark Road - Family and Senior Apartments
Address 845 and 945 W. Clark Road, Ypsilanti Michigan
List all parcel identification numbers included in development: 11-11-05-100-004, 11-11-05-100-003, 11-11-05-100-002
Current use: None
Proposed use: Multifamily Residential and Senior Residential
Current Zoning: MD-Multi Dwelling Residential District
Legal description of property (may be attached) Attached

THE CHECKLIST ON THE FOLLOWING PAGE MUST BE COMPLETED AND INITIALED.

Each PUD application must include the following information, in addition to the standard site plan application requirements below:

X	A table of total land areas devoted to each type of use, usable floor areas, density calculations, number and type of any dwelling units, and building ground coverage.
X	A table describing the extent and quantity of open space areas, indicating the proposed uses and improvements for such areas.
X	Copy of agreements, covenants, or deed restrictions which will assure that the development will be completed and maintained as shown on the plans by the developer and successive owners.
X	Narrative explaining how exceptions to the zoning ordinance will result in a higher-quality development than if those standards were strictly adhered to.

Required Information for a Site Plan

Project-identifying information	
X	Name of project
X	Brief description of project
X	Location map showing major thoroughfares and site location (no scale necessary)
X	Name, address and phone number of the site owner
X	Name, address and phone number of the developer
X	Name, address and phone number of the plan designer and their professional seal
Existing conditions	
X	Scale (minimum of one inch equals 200 feet), north arrow, date of original drawing and any revisions
X	Area of the site in square feet and acres, excluding all existing and proposed rights-of-way.
X	Property lines and dimensions, including lines and dimensions of all rights-of-way & easements
X	All structures and accessory structures, their uses and dimensions. These include but are not limited to buildings, signs, drives, parking areas, sidewalks, utilities, lighting, fences, flagpoles, and dumpsters/refuse collection areas.
X	Location of abutting streets, existing and proposed rights-of-way, service drives, curb cuts, and access easements serving the site, as well as driveways opposite the site and all driveways within 100 feet of the site. The centerline of road rights-of-way shall be shown.
X	Use(s) of existing buildings
X	Existing landscaping
X	Dimensions of all structures and lot lines within 50 feet of the site
X	Existing zoning of the site and all adjacent properties
Proposed conditions	
X	Scale (minimum of one inch equals 50 feet), north arrow, date of original drawing and any revisions
X	Any changes to site dimensions, and completed <i>Lot Split/Combination Application</i>
X	Any exceptions to the ordinance requested
X	Any changes to rights-of-way or easements on the property
X	All structures and accessory structures, their uses and dimensions, and additional information that may be required by code. These include but are not limited to buildings, signs, drives, parking areas, sidewalks, utilities, lighting, fences, flagpoles, and dumpsters/refuse collection areas.
X	Building floor plans and architectural wall elevations.
X	Location and dimensions of any open-air uses, such as outdoor cafes, open-air sales, or outdoor storage
X	Parking areas, access drives, or sidewalks, showing the method of surfacing, number and size of spaces, aisles, loading areas, and handicapped access ramps.
X	Landscape plan in accordance with Article XI, division 5 of the Zoning Ordinance. Existing vegetation that is to be retained on the site shall be shown.
X	Direction and method of stormwater drainage, ground elevations of all existing buildings, site contours at 2 foot intervals, drives and parking lots, and any unusual surface conditions. Include the method of collection; the method and location of the connection to existing stormwater system; and first flush method and type of device that is proposed.
X	Indicate all areas of this site that are located within floodplains.
X	If phased construction is to be used, each phase must be noted and each phase must stand on its own.

Site designer initials: MS

The City Planner, Planning Commission, or City Council may require other data deemed necessary for adequate review of a project.

The City Planner or Planning Commission may grant waivers of data requirements when specific data is deemed unnecessary in determining compliance with the Zoning Ordinance.

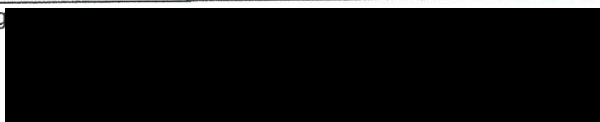
The Planning and Development Department reserves the right to reject any incomplete submission.

Four full-size, folded copies of the plans, and one electronic copy (PDF preferred) are required for review, unless otherwise specified by the City Planner.

Signature

I hereby attest that the above information is accurate. I am authorized to and grant permission to the City of Ypsilanti staff to be on the subject property for the purposes of preparing staff reports and/or evaluating this application.

Sig



Date:

1/24/2022

Print Name:

Kyle Brassar

845 and 945 W. Clark Road Family and Senior Apartments

Description of Project and proposed Use

The proposed project is a planned unit development comprised of two affordable residential components. The eastern component is a single three-story 152-unit affordable senior apartment building with one level of underground parking garage. The western component consists of five walk-up three-story apartment buildings and one club house building. This portion of the development contains 156 affordable family apartment units. The project includes residential amenities for each site that consist of club rooms, outdoor pools, pickle ball courts, playgrounds and open space greater than is required by the MD zoning district regulations.

The project is innovative in land use and provides a variety of design. The project is divided into 2 separate building types and designs. The single building design of the eastern component for the senior building allows the majority of the parking to be provided in an enclosed parking garage. Every senior unit will have at least one enclosed parking stall, leaving the majority of the site available for dedicated open space and intentional landscaping for the residents' use. By spreading the units of the western component across a cluster of five modest three-story buildings, the family site creates a balance of open and built space that is compatible to neighboring apartment buildings. Access to views of the river is designed to be available for all residents by placing the clubroom, outdoor pool and playground at the southwest corner of the family apartment site. The MD zoning district allows a maximum height of six stories or 65 feet. The proposed apartments are three stories and between 40 and 45 feet tall, which is more compatible with the surrounding neighborhood.

The project supports compatibility of design and use between the neighboring apartments to the east and south through new connections via the Clark Road and Green Road extensions and connecting sidewalks. The development team is working with the Ann Arbor Area Transit Authority (AAATA) to provide a new transit stop at the corner of Green Road and Clark Road to expand transportation services available to the project and neighboring apartment buildings.

Ypsilanti zoning code calculates density based on a ratio of number of rooms to lot size. The allowed number of rooms is calculated by dividing the site area by 1400. The allowed number of rooms for this site is 420 rooms. The proposed density is 874 rooms (308 units). The project provides much needed affordable housing at a greater density than is permitted by the MD district. The majority of the units are 2- and 3-bedroom units (66%) which have a higher number of rooms per unit when compared to 1 bedroom units. Providing more two- and three-bedroom units will create a project that is less dense on a units per acre basis than would be permitted by strictly following the MD district zoning requirements.

Project deviations from the underlying zoning regulations- MD Multi-Dwelling zoning district.

- Increase in the ratio of lot size to number of rooms allowed. The Increased density is supported by the city's master plan. The project is 100% affordable housing, and is family focused as the majority of the units are 2- and 3-bedroom units. The project provides a number of community benefits that include connections to the surrounding community through the extension of Clark Rd and Green Rd, pedestrian sidewalk connections., tree preservation, new public utilities and a proposed transit stop.
- Sidewalks provided along perimeter of lot that abuts a street. Remove requirement for a sidewalk along north side of Green Road at the south property line of the senior site. The project proposes a new sidewalk along green road from the Green Road parking stalls to the point where Green Road turns to the east. The sidewalk will provide connectivity to the neighboring property and minimize the disruption of tree preservation along the southern edge of the 845 W. Clark Road site.
- Reduce the required parking from 1.5 stalls per dwelling unit to 1.36 stalls per dwelling unit. The proposed number of parking stalls is supported by the analysis provided by the traffic engineer. (attached)

945 W Clark Road, Family Apartments

The proposed development is an affordable residential development located at 945 West Clark Road in Ypsilanti, MI. The site is currently zoned MD – Multiple Dwelling Residential District. The lot is currently vacant and contains no existing structures. The southwestern portion of the site abuts the Huron river with approximately 270 feet of river frontage. The proposed development will consist of six buildings; two - 24 Unit, three story walk-up apartment buildings, three 36 unit, three story walk up apartment buildings and a single-story clubhouse building. The total number of units divided amongst the five buildings is 156 units with a mixture 1BR, 2BR and 3BR units. The clubhouse will provide residents access to the swimming pool, fitness room, club room and will also serve as the development's leasing office. 218 surface parking stalls are located throughout the site. Access to the site is provided from Clark Rd and the proposed Green Road extension. These access points are connected through the site. The project amenities will also include a playground, bike parking and outdoor green space dedicated for resident use. If approved the project would break ground summer of 2022 with an anticipated completion in fall of 2023.

845 W Clark Rd, Senior Apartments

The proposed development is an affordable residential senior development located at 845 West Clark Road in Ypsilanti, MI. The site is currently zoned MD – Multiple Dwelling Residential District. The lot is currently vacant and contains no existing structures. The eastern portion of the site is adjacent to the Arbor One Apartments and southern property line abuts Green Road. The proposed development is a 3-story senior apartment building with an enclosed underground parking garage. The building has 152 units with a mixture of 1BR and 2BR units. The amenity spaces include a theater and craft room, a club room and fitness center that overlook the courtyard. The outdoor amenities are a pool, grill station and pickleball courts located in the building courtyard. Leasing offices are located on the first floor close to the building entry and lobby. The main entry faces Clark Road and features a Porte cochere. The underground parking garage access is from the southern legs of the building and are accessed from Green Road and Clark Road. The underground parking garage will provide 154 stalls and surface parking will provide an additional 70 stalls for total of 224 parking stalls. Bicycle parking will be located in the garage. Access to the site is provided from Clark Rd and the proposed Green Road extension. If approved the project would break ground summer of 2022 with an anticipated completion in fall of 2023.

W. Clark Road and Green Road Extensions

Green Road will be extended through the site to connect with W. Clark Road as part of the development of both 945 and 845 West Clark Road. West Clark Road is currently a gravel drive bordering the site to the north. The development team is working with the City of Ypsilanti and Washtenaw County Road Commission to improve W. Clark Road and the extension of Green Road.

Proposed Transit Stop

The development team is working with the Ann Arbor Area Transit Authority (AAATA) to provide a new transit stop at the corner of Green Road and Clark Road to expand transportation services available to the project and neighboring apartment buildings.

Public Benefits

100% Affordable housing -308 total units

High density housing vs low-density single-family houses

Green Roan Extension.

W. Clark Road extension

Preservation of existing trees

50 foot conservation easement

Pedestrian Connections - sidewalks along entire site and Clark Rd.

Public Utility Improvements

Proposed new bus stop

Legal Descriptions:

PARCEL 1 (B):

A parcel of Land situated in part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, more particularly described as follows:

Commencing at the Northeast corner of Section 5, Town 3 South, Range 7 East, Thence due West, (along the North line of Section 5, being also known as the approximate centerline of Clark Road), 1056.00 feet to the POINT OF BEGINNING; thence south 0 degrees 49 minutes 00 seconds West, 391.71 feet to a point; thence due West 198.98 feet to a point; thence South 44 degrees 30 minutes 00 seconds West, 130.00 feet to a point; thence North 45 degrees 30 minutes 00 seconds West, 133.00 feet to a point; thence South 44 degrees 30 minutes 00 seconds West, 282.00 feet to a point; thence North 48 degrees 36 minutes 30 seconds West, (along the North bank of the Huron River), 274.11 feet to a point; thence due North (to the North line of Section 5), 411.09 feet to a point; thence due East (along the North line of Section 5), 793.00 feet to the POINT OF BEGINNING.

EXCEPTION THEREFROM THE FOLLOWING:

Part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County Michigan, described as: Commencing at the Northeast corner of said Section 5; thence West along the North line of the Northeast 1/4 of said Section 5, also being the centerline of Clark Road, a distance of 1056.00 feet; thence South 00 degrees 49 minutes 00 seconds West 391.71 feet; thence West 198.98 feet; thence South 44 degrees 30 minutes 00 seconds West 60.83 feet to the POINT OF BEGINNING of the premises here in after described and proceeding thence South 44 degrees 30 minutes 00 seconds West 69.17 feet; thence North 45 degrees 30 minutes 00 seconds 98.00 feet; thence North 43 degrees 18 minutes 31 seconds East 50.28 feet; thence South 77 degrees 17 minutes 35 seconds East 32.40 feet; thence South 46 degrees 58 minutes 19 seconds East 71.53 feet to the POINT OF BEGINNING.

PARCEL 2 (A):

Lot 2 of Newton Acres Subdivision No. 2 as recorded in Liber 19 of Plats, page 31, Washtenaw County Records.

EXCEPTING THE FOLLOWING:

Commencing at the Northeast corner of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan; thence North 89 degrees 58 minutes 50 seconds West along the North line of said Section and the centerline of Clark Road 1056.00 feet to the Northwest corner of proposed Newton Acres No. 2; thence South 00 degrees 40 minutes 00 seconds West along the West line of proposed Newton Acres No. 2 43.00 feet to the POINT OF BEGINNING; thence continuing South 00 degrees 49 minutes 00 seconds West along said West line 527.40 feet to a point on the North line of proposed Green Road; thence South 89 degrees 58 minutes 50 seconds East along said North line 33.00 feet; thence North 00 degrees 49 minutes 00 seconds East 527.40 feet to a point 43.00 feet Southerly of the centerline of Clark Road; thence North 89 degrees 58 minutes 50 seconds West parallel with said centerline 33.00 feet to the POINT OF BEGINNING, said parcel being part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan.

PARCEL 3:

Commencing at the Northeast corner of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan; thence North 89 degrees 58 minutes 50 seconds West along the North line of said Section and the centerline of Clark Road 1056.00 feet to the Northwest corner of proposed Newton Acres No. 2; thence South 00 degrees 40 minutes 00 seconds West along the West line of proposed Newton Acres No. 2 43.00 feet to the POINT OF BEGINNING; thence continuing South 00 degrees 49 minutes 00 seconds West along said West line 527.40 feet to a point on the North line of proposed Green Road; thence South 89 degrees 58 minutes 50 seconds East along said North line 33.00 feet; thence North 00 degrees 49 minutes 00 seconds East 527.40 feet to a point 43.00 feet Southerly of the centerline of Clark Road; thence North 89 degrees 58 minutes 50 seconds West parallel with said centerline 33.00 feet to the POINT OF BEGINNING, said parcel being part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan.

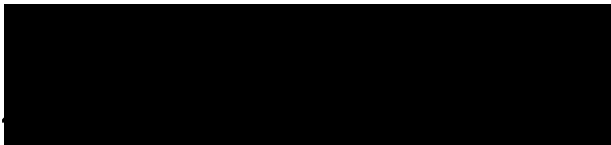
12.01.2021

City Of Ypsilanti

RE: Property Owner Authorization of Application for
845 W. Clark Road, Ypsilanti MI
945 W. Clark Road, Ypsilanti MI

To whom it may concern:

My name is Stephen Ranzini, the Authorized Representative of West Pier Corporation, the property owner of 845 W. Clark Rd, and 945 W. Clark Rd. This letter serves as notification that Lincoln Avenue Capitol and DJR Architecture are granted permission to submit required applications for the above referenced properties.



Stephen Ranzini

The Institute of Transportation Engineers (ITE) *Parking Generation, 5th Edition* was used to determine the parking demand for this site.

Land Use	ITE Land Use Code	Size	Independent Variable	ITE Parking Generation 5 th Edition					
				Peak Period Parking Demand Rates			Peak Parking Demand (veh)		
				Weekday	Saturday	Sunday	Weekday	Saturday	Sunday
Multi-Family Housing (Low-Rise)	220	156	DU	1.21 space/DU	1.31 space/DU	1.66 space/DU	189	204	259
Senior Adult Housing-Multi Family Attached	252	152	DU	0.61 space/DU	n/a	n/a	93	93	93
Total		308	DU	0.91 space/DU	0.96 space/DU	1.14 space/DU	282	297	352

The projected parking demand calculated was compared to the proposed parking supply for this site to determine if there is adequate parking to accommodate the proposed operations. A parking lot is typically designed to accommodate 85-95% occupancy, depending on the proposed land use(s), layout, and parking management (self-parking, valet, etc.). As vehicles traversing through the parking lot search for the open spaces or wait for vehicles to exit, a buffer is provided between supply and demand that allows for easier turnover in the parking lot and less congestion. For parking lots with a higher turnover (such as grocery stores and restaurants) the parking occupancy percentage should be lower, and for parking lots with less turnover (office buildings and residential) the parking occupancy percentage can be higher.

The peak parking demand for this site was also compared to the City of Ypsilanti Zoning Ordinance requirements which requires 1.5 parking spaces per each dwelling unit and 1 visitor space per 10 units. The results of this analysis show that the proposed development is anticipated to have a peak occupancy of 78%. Therefore, the proposed development is expected to have adequate parking to accommodate the proposed land uses.

Methodology	Land Use	Size	Independent Variable	Ypsilanti Zoning Ordinance		Proposed Parking
				Parking Supply Requirements	Parking Supply (spaces)	Parking Supply (spaces)
Spaces per bed per DU	Multi-Family Housing	308	DU	1.5 spaces/Unit	462	449
		308	DU	1 visitor space/ 10 units	31	
Parking Supply					493	449
Peak Parking Demand					352	352
Peak Occupancy					71%	78%



ARCHITECTS. ENGINEERS. PLANNERS.

January 7, 2022

City of Ypsilanti
Planning and Development Department
One South Huron Street
Ypsilanti, Michigan 48197

Attention: Mr. Andy Aamodt

Regarding: 845 & 945 W Clark Road
Site Plan Review No. 1
OHM Job No. 0094-21-1000

Dear Mr. Aamodt:

The applicant is requesting site plan approval for proposed senior living facility and multifamily housing units at 845 & 945 Clark Rd. The project consists of developing vacant parcels to construct five (5) multifamily buildings with a club house and one (1) senior housing facility with underground parking. We have reviewed the plans with a date of December 6, 2021, for compliance with local ordinances and general engineering standards and offer the following comments:

1. It appears the Applicant is proposing to extend Green Road north to meet Clark Road within a 66-foot-wide right-of-way easement. This should be revised to be a private road within a public access easement.
2. The applicant shall provide spot grades at all four corners of proposed ADA parking spaces, sidewalks, and level landings as well as at 50-foot intervals along the proposed sidewalks to ensure ADA compliance. The applicant shall provide ADA compliant sidewalk ramp details on the plans (i.e. MDOT R-28 series, etc.).
3. A detailed review of the grading plan will be completed under detailed engineering review. Spot grades shall be provided along the lot lines and at lot corners to ensure drainage is remaining on-site.
4. The applicant shall provide dimensioned truck turning templates on the plans to ensure site circulation can adequately accommodate a standard fire apparatus, garbage pickup, school bus access, or the largest truck anticipated to traverse the site.
5. The applicant shall label the loading space on the plans, if applicable.
6. Applicant should provide soil boring data and any related geotechnical reports with the next submittal.
7. Details shall be added to the plans for proposed bike racks, dumpster enclosure, and curb and gutter.
8. Cross sections of all proposed pavement shall be shown on the plans (i.e. sidewalk, asphalt pavement, dumpster pad, etc.).
9. All underground utilities, including electric and gas, shall be shown on the landscape plan to confirm no plantings are proposed over utilities.
10. Roof drains and sump pump outlets will be required to connect to the storm system on site, if applicable.
11. A detailed review of the storm sewer and detention basin calculations will be completed under detailed engineering review.
12. A traffic impact study for the development should be performed and provided with the next submittal.
13. Review and approval from the Fire Department is required. Building fire suppression and hydrant location requirements will be determined by the Fire Department.

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

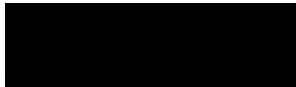
OHM-Advisors.com

14. Approval from the Ypsilanti Community Utilities Authority (YCUA) will be required for all work associated with the water supply system and sanitary sewer.
15. Approval from the Washtenaw County Road Commission (WCRC) will be required for all work within Clark Road right-of-way.

The applicant is advised that review and approval of detailed engineering plans is required prior to start of construction.

If you have any questions, please contact me at (734) 522-6711.

Sincerely,
OHM Advisors



Rachel Jackson, PE

CC: Ron Akers, AICP, Department of Public Works
Scott Westover, PE, YCUA
Kent Early, PE, OHM
File

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Comments on the 845/945 Clark Rd project

Our names are Jon & Sally Lusk and we live at 1111 W. Clark Road, which is our single family residence within the city of Ypsilanti, and has been for over 30 years.. Our property abuts the proposed project along our entire eastern property line, over 400 feet. We believe that the terms proposed for this development rip off the city and do a disservice to the residence of the area and the residence of the city.

Specifically:

- 1) Since this proposal is a pilot (payment in lieu of taxes) project, the city is helping to pay for the removal of a massive number of mature trees. Just when the mayor is lauding a new green initiative to save trees, another part of city government is awarding money to enable this project to destroy them!
- 2) A renowned botanist told the former Mayor, Dr. Cheryl Farmer, that this property is likely the last virgin forest land in the county.
- 3) The builder is expecting a 5% of the rents collected to replace normal taxes for 30 years! This means that the city loses 25 million dollars in taxes. Why would the city even consider this limited payment when city granted a known and trusted organization, Habitat for Humanity, a 10% pilot? Shouldn't at least a 10% level be the minimum base for this and other pilot projects? Why are they better for the city than Habitat for Humanity?
- 4) Massive apartment complexes are not what this city needs or should strive for, especially given all the negative environmental impact this project will have. With Ypsilanti having one of the highest rates of non-owner occupied dwellings, this city needs more owner-occupied dwellings, not more rentals.

While the above may or may not be under purview of this committee we are at least asking it to grant us the same two things that previous Planning Comissions have when other projects have been proposed for this property:

- 1) That no water is passed onto our property. We fight water all the time because both north and east of us are much higher ground. So, either by way of Clark road or along the 400 plus foot property line that we share that no water is passed to us and we do not become a water dumping ground.
- 2) That a 6 foot high solid privacy fence is constructed along our joint property line.

Lastly, on a more personal note, we will be devastated if this plan goes ahead as proposed. This is not what we envisioned for our next door neighbor when we cleared our land ourselves of the fewest trees possible so we could build. We even took the largest of those trees to a saw mill to produce the molding we used in our home. The sweat and love we poured into our project and then to see what will happen next door is heartbreaking for us.

I know you can't only use the negative impact this project will have on our neighborhood, but I do hope some of my previous points will move you to vote no on this project because it also will have an overall negative impact on the city

Submitted Feb. 2, 2022 by Jon & Sally Lusk



Resolution No. 2022-067
April 5, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of March 15, 2022 be approved.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
5 day of April 2022

#Resolution No. 2022-067



MINUTES REGULAR COUNCIL Meeting

7:00 PM - Tuesday, March 15, 2022
Council Chambers

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, March 15, 2022, at 7:00 PM, in the Council Chambers, with the following members present:

PRESENT: Council Member Jennifer Symanns, Mayor Pro-Tem Nicole Brown,
Council Member Anthony Morgan, Council Member Brian Jones-Chance,
and Council Member Annie Somerville

ABSENT: Mayor Lois Richardson, Council Member Steve Wilcoxon

1 CALL TO ORDER

The meeting was called to order at 7:01 PM.

2 ROLL CALL

Council Member Jennifer Symanns moved, seconded by Mr. Brian Jones-Chance to excuse Mayor Lois Allen-Richardson and Council Member Steve Wilcoxon. On a voice vote, the motion carried.

3 AGENDA APPROVAL

Council Member Anthony Morgan moved, seconded by Annie Somerville to approve the agenda as submitted. On a voice vote, the motion carried.

4 PUBLIC COMMENT (3 MINUTES)

7 members from the public spoke.

5 PRESENTATIONS

- a) Proclamation in honor of Habbs Restaurant - Mayor Richardson
- b) Audit Presentation for the City of Ypsilanti - Daniel Clark, Rehmann.

6 ORDINANCES FIRST READING

- a) Ordinance 1387, "AN ORDINANCE TO AMEND CHAPTER 1 "GENERAL PROVISIONS" OF THE YPSILANTI CITY CODE, BY AMENDING SECTION 1-14 "ENFORCEMENT AUTHORITY FOR THE CODE" TO INCLUDE PLANNING AND DEVELOPMENT DEPARTMENT PERSONNEL; AND TO AMEND CHAPTER 17 INSPECTION AND CONTROL OF CERTAIN BUILDINGS TO ALLOW FOR THREE YEAR CERTIFICATES IN CERTAIN CIRCUMSTANCES AND CALCULATE HOW CERTIFICATES ARE ISSUED; AND TO AMEND CHAPTER 71

"ADMINISTRATIVE HEARINGS BUREAU", SECTION 71-2 "DEFINITIONS", TO ADD A DEFINITION FOR AUTHORIZED LOCAL OFFICIAL FOR THE PURPOSE OF ALLOWING PLANNING AND DEVELOPMENT DEPARTMENT PERSONNEL TO ISSUE BLIGHT VIOLATIONS."), of the City Code of Ordinances.

1. Resolution No. 2022-057, determination
2. Public Hearing
3. Resolution No. 2022-058, closing the public hearing

Council Member Brian Jones-Chance moved, seconded by Council Member Annie Somerville, to approve Resolution No.2022-057

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "AN ORDINANCE TO AMEND CHAPTER 1 "GENERAL PROVISIONS" OF THE YPSILANTI CITY CODE, BY AMENDING SECTION 1-14 "ENFORCEMENT AUTHORITY FOR THE CODE" TO INCLUDE PLANNING AND DEVELOPMENT DEPARTMENT PERSONNEL; AND TO AMEND CHAPTER 17 INSPECTION AND CONTROL OF CERTAIN BUILDINGS TO ALLOW FOR THREE YEAR CERTIFICATES IN CERTAIN CIRCUMSTANCES AND CALCULATE HOW CERTIFICATES ARE ISSUED; AND TO AMEND CHAPTER 71 "ADMINISTRATIVE HEARINGS BUREAU", SECTION 71-2 "DEFINITIONS", TO ADD A DEFINITION FOR AUTHORIZED LOCAL OFFICIAL FOR THE PURPOSE OF ALLOWING PLANNING AND DEVELOPMENT DEPARTMENT PERSONNEL TO ISSUE BLIGHT VIOLATIONS." Be approved on first reading.

RESULT:	CARRIED.
MOVER:	Council Member Brian Jones-Chance
SECONDER:	Council Member Annie Somerville
AYES:	Jennifer Symanns, Nicole Brown, Anthony Morgan, and Brian Jones-Chance
NAYS:	Annie Somerville
ABSENT:	Steven Wilcoxon and Lois Richardson

Council Member Brian Jones-Chance moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2022-058

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing for "AN ORDINANCE TO AMEND CHAPTER 1 "GENERAL PROVISIONS" OF THE YPSILANTI CITY CODE, BY AMENDING SECTION 1-14 "ENFORCEMENT AUTHORITY FOR THE CODE" TO INCLUDE PLANNING AND DEVELOPMENT DEPARTMENT PERSONNEL; AND TO AMEND CHAPTER 17 INSPECTION AND CONTROL OF CERTAIN BUILDINGS TO ALLOW FOR THREE YEAR CERTIFICATES IN CERTAIN CIRCUMSTANCES AND CALCULATE HOW CERTIFICATES ARE ISSUED; AND TO AMEND CHAPTER 71 "ADMINISTRATIVE HEARINGS BUREAU", SECTION 71-2 "DEFINITIONS", TO ADD A DEFINITION FOR AUTHORIZED LOCAL OFFICIAL FOR THE PURPOSE OF ALLOWING PLANNING AND DEVELOPMENT DEPARTMENT PERSONNEL TO ISSUE BLIGHT VIOLATIONS." Be officially closed.

RESULT:	CARRIED.
MOVER:	Council Member Brian Jones-Chance

SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Nicole Brown, Anthony Morgan, Brian Jones-Chance, and Annie Somerville
ABSENT:	Steven Wilcoxon and Lois Richardson

7 RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Resolution No. 2022-059, approving the minutes of March 1, 2022.

Council Member Anthony Morgan moved, seconded by Council Member Annie Somerville, to approve Resolution No. 2022-059

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of March 1, 2022 be approved.

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Council Member Annie Somerville
AYES:	Jennifer Symanns, Nicole Brown, Anthony Morgan, Brian Jones-Chance, and Annie Somerville
ABSENT:	Steven Wilcoxon and Lois Richardson

- b) Resolution No. 2022-260, denouncing the Russian invasion of the Ukraine.

Council Member Jennifer Symanns moved, seconded by Council Member Annie Somerville, to approve Resolution No. 2022-260

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS; on February 24, 2022, Russian President Vladimir Putin announced a “special military operation” in the Ukraine, and soon after the Russian military launched a full-scale invasion of its neighbor, including sending troops into the country and bombing major cities; and

WHEREAS; the unjustified invasion has already caused needless anguish and loss of life. Ukrainian soldiers have been killed or wounded, and thousands of refugees have fled to neighboring countries to escape danger; and

WHEREAS; the attack is unprovoked and demonstrates a blatant violation of the Budapest Memorandum, a 1994 agreement between the United States, Russia, and Great Britain; and

WHEREAS; President Putin has continued to demonstrate a dangerous disregard of international law and chilling indifference to the unnecessary loss of life, and has indicated that Russia remains a powerful nuclear threat; and

WHEREAS; it is vital that we remain united in our condemnation of statements and actions that portend a global nuclear threat.

BE IT RESOLVED; THAT the City Council of the City of Ypsilanti join the world community condemning the Russian invasion of the Ukraine and urge the world community to join in the sanctioning of Russia.

BE IT FURTHER RESOLVED; THAT the City Council of the City of Ypsilanti direct the City Clerk to forward this resolution to President Biden and The US House and Senate.

RESULT:	CARRIED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Council Member Annie Somerville
AYES:	Jennifer Symanns, Nicole Brown, Anthony Morgan, Brian Jones-Chance, and Annie Somerville
ABSENT:	Steven Wilcoxon and Lois Richardson

- c) Resolution No. 2022-061, approving the creation of a City Bicentennial Committee and that the City will act as a fiduciary of that committee.

Council Member Annie Somerville moved, seconded by Council Member Jennifer Symanns, to amend to add a line between the description of the Commission and the open meetings act that "3 members of Council, one from each ward should act as liaison."

RESULT:	CARRIED.
MOVER:	Council Member Annie Somerville
SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Nicole Brown, Anthony Morgan, Brian Jones-Chance, and Annie Somerville
ABSENT:	Steven Wilcoxon and Lois Richardson

Council Member Annie Somerville moved, seconded by Council Member Anthony Morgan, to amend not fewer than 7 and not more that 15 members be nominated by the Mayor or 2 members of City Council, and approve by City Council.

RESULT:	CARRIED.
MOVER:	Council Member Annie Somerville
SECONDER:	Council Member Anthony Morgan
AYES:	Jennifer Symanns, Nicole Brown, Anthony Morgan, Brian Jones-Chance, and Annie Somerville
ABSENT:	Steven Wilcoxon and Lois Richardson

Council Member Annie Somerville moved, seconded by Council Member Brian Jones-Chance, to approve Resolution as amended

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:

Whereas, Ypsilanti was founded in 1823 and 2023 will mark the bicentennial of the settlement, and

Whereas, Ypsilanti has a rich history, and

Whereas, it is right and proper and in the public interest that the history of Ypsilanti, and its bicentennial be remembered, publicized and celebrated, and

Whereas, State Law MCL 123.851 authorizes municipal expenditures for centennial celebrations,

Now, therefore be it resolved that, the Ypsilanti Bicentennial Commission is hereby established to plan a Ypsilanti Bicentennial Celebration for the City.

The Bicentennial Commission shall have not fewer than 7 and not more than 15 members be nominated by the Mayor or 2 members of City Council, and approved by City Council.

The Commission members shall include representatives from the City, Charter Township of Ypsilanti, Eastern Michigan University, the Ypsilanti DDA, and the Ypsilanti Visitor's and Convention Bureau (Ypsi Real) and interested members of the community.

There should be 3 members of Council, one from each ward, act as a liaison.

All meetings of the Commission shall be in accordance with the Michigan Open Meetings Act.

The Commission shall adopt by-laws, subject to the approval of the City Council.

The Commission shall work under the direction of the Ypsilanti City Manager or designee and give monthly reports to City Council.

The Commission shall submit a budget for approval by City Council.

The Commission, for the City, shall solicit and accept monetary and in-kind donations that will be deposited with the City and accounted for by the City.

The City shall budget funds for the Bicentennial that may be released upon order of the City Manager and approved by the Finance Director.

RESULT:	CARRIED.
MOVER:	Council Member Annie Somerville
SECONDER:	Council Member Brian Jones-Chance
AYES:	Jennifer Symanns, Nicole Brown, Anthony Morgan, Brian Jones-Chance, and Annie Somerville
ABSENT:	Steven Wilcoxon and Lois Richardson

- d) Resolution No. 2022-062, granting a request for the city's residential lot program for property addressed 21 Briggs.

Council Member Annie Somerville moved, seconded by Council Member Jennifer Symanns, to approve Resolution No.2022-2062

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti has been successfully selling City owned residential properties under its property disposition program since 2016; and

WHEREAS, the program allows residents to build equity in their own neighborhoods and provides tax revenue while eliminating the cost of maintenance for the City; and

WHEREAS, the property identified as 21 Briggs meets the qualifications of a side lot to be sold under the property disposition program; and

Now therefore be it resolved that the Ypsilanti City Council approves the addition of 21 Briggs to the side lot program to be sold per the Property Disposition Policy.

RESULT:	CARRIED.
MOVER:	Council Member Annie Somerville
SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Nicole Brown, Anthony Morgan, Brian Jones-Chance, and Annie Somerville
ABSENT:	Steven Wilcoxon and Lois Richardson

- e) Resolution No. 2022-063, approving the Embracing our Differences Art Installation at Parkridge and Riverside park.

Council Member Brian Jones-Chance moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2022-063

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti Arts Commission has reviewed and recommended approval of the Embracing of Differences Art Installation project and provided leadership to help curate local submissions; and

WHEREAS, 15 works will be displayed total at Riverside and Parkridge Park beginning in April 2022 and ending in August 2022 with 9 total at Riverside Park and 6 total at Parkridge Park; and

Now therefore be it resolved that the Ypsilanti City Council approves the Embracing our Differences Art Installation project at Parkridge and Riverside Park between April 2022-August 2022.

RESULT:	CARRIED.
MOVER:	Council Member Brian Jones-Chance
SECONDER:	Council Member Anthony Morgan
AYES:	Jennifer Symanns, Nicole Brown, Anthony Morgan, Brian Jones-Chance, and Annie Somerville
ABSENT:	Steven Wilcoxon and Lois Richardson

8 BOARD AND COMMISSION - NOMINATIONS

a) **Ypsilanti Housing Commission**

Lakesha Williams
803 Armstrong Dr.

Ypsilanti, MI 48197

- b) Appointing an Ad hoc Community Benefits Agreement Committee for the proposed 220 N Park Development.

Council Member Annie Somerville moved, seconded by Council Member Jennifer Symanns, to suspend the rules.

On a voice vote, the motion carried

RESULT:	CARRIED.
MOVER:	Council Member Annie Somerville
SECONDER:	Council Member Jennifer Symanns

Council Member Brian Jones-Chance moved, seconded by Council Member Annie Somerville, to nominate Brian Foley

RESULT:	CARRIED.
MOVER:	Council Member Brian Jones-Chance
SECONDER:	Council Member Annie Somerville
AYES:	Jennifer Symanns, Nicole Brown, Anthony Morgan, Brian Jones-Chance, and Annie Somerville
ABSENT:	Steven Wilcoxon and Lois Richardson

Council Member Brian Jones-Chance moved, seconded by Council Member Anthony Morgan, to nominate Jack Lark

RESULT:	CARRIED.
MOVER:	Council Member Brian Jones-Chance
SECONDER:	Council Member Anthony Morgan
AYES:	Jennifer Symanns, Nicole Brown, Anthony Morgan, Brian Jones-Chance, and Annie Somerville
ABSENT:	Steven Wilcoxon and Lois Richardson

Council Member Jennifer Symanns moved, seconded by Council Member Annie Somerville, to nominate Amanda Smith

RESULT:	CARRIED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Council Member Annie Somerville
AYES:	Jennifer Symanns, Nicole Brown, Anthony Morgan, Brian Jones-Chance, and Annie Somerville
ABSENT:	Steven Wilcoxon and Lois Richardson

Council Member Jennifer Symanns moved, seconded by Council Member Anthony Morgan, to nominate Jen Eastridge

RESULT:	CARRIED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Council Member Anthony Morgan
AYES:	Jennifer Symanns, Nicole Brown, Anthony Morgan, Brian Jones-Chance, and Annie Somerville
ABSENT:	Steven Wilcoxon and Lois Richardson

Council Member Anthony Morgan moved, seconded by Council Member Jennifer Symanns, to nominate Tyler Weston

RESULT:	DEFEATED.
MOVER:	Council Member Anthony Morgan

SECONDER:	Council Member Jennifer Symanns
AYES:	Nicole Brown and Anthony Morgan
NAYS:	Jennifer Symanns, Brian Jones-Chance, and Annie Somerville
ABSENT:	Steven Wilcoxon and Lois Richardson

Council Member Annie Somerville moved, seconded by Council Member Jennifer Symanns, to nominate Roderick Johnson

RESULT:	CARRIED.
MOVER:	Council Member Annie Somerville
SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Nicole Brown, Anthony Morgan, Brian Jones-Chance, and Annie Somerville
ABSENT:	Steven Wilcoxon and Lois Richardson

Council Member Annie Somerville moved, seconded by Council Member Anthony Morgan, to nominate Marc Arthur

RESULT:	CARRIED.
MOVER:	Council Member Annie Somerville
SECONDER:	Council Member Anthony Morgan
AYES:	Jennifer Symanns, Nicole Brown, Anthony Morgan, Brian Jones-Chance, and Annie Somerville
ABSENT:	Steven Wilcoxon and Lois Richardson

Council Member Annie Somerville moved, seconded by Council Member Jennifer Symanns, to nominate Grant Tillman

RESULT:	CARRIED.
MOVER:	Council Member Annie Somerville
SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Nicole Brown, Brian Jones-Chance, and Annie Somerville
NAYS:	Anthony Morgan
ABSENT:	Steven Wilcoxon and Lois Richardson

Council Member Annie Somerville moved, seconded by Council Member Jennifer Symanns, to nominate Amber Fellows

RESULT:	CARRIED.
MOVER:	Council Member Annie Somerville
SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Nicole Brown, Anthony Morgan, and Annie Somerville
NAYS:	Brian Jones-Chance
ABSENT:	Steven Wilcoxon and Lois Richardson

9 BOARD AND COMMISSION - COMMUNICATIONS

10 BOARD AND COMMISSION - LIAISON REPORTS

1. Police Advisory Commission. **Next meeting is March 24th. On the agenda is the annual report of the committee. There will be a presentation.**
2. Human Relations Commission. **Did not meet quorum**
3. Arts Commission. **None**
4. Parks and Recreation Commission. **None**
5. Sustainability Commission. **None**

6. Historic District Commission. **None**
7. Planning Commission. **Meets tomorrow**
8. Zoning Board of Appeals **None**

11 LIAISON REPORTS

1. SEMCOG Update **None**
2. Washtenaw Area Transportation Study **Meets in person tomorrow**
3. Urban County **None**
4. Ypsilanti Downtown Development Authority **None**
5. Friends of Rutherford Pool **None**

12 COUNCIL PROPOSED BUSINESS

Morgan

- **Made a comment on the recent resignation. Thanked those who had done great work in the city**

Symanns

- **None**

Somerville

- **None**

Jones-Chance

- **Glad to have nominated someone for the housing commission. Nice to see someone live and is active in housing. Apologized for overlooking the application back in December.**

Brown

- **Echoed Mr. Jones-Chance. She will be an asset to the community.**

13 COMMUNICATIONS FROM THE CITY MANAGER

14 PUBLIC COMMENT (3 MINUTES)

1 member from the public spoke

15 ADJOURNMENT

- a) Resolution No. 2022-064, adjourning the City Council Meeting.
Council member Anthony Morgan moved, seconded by Jennifer Symanns to adjourn the meeting at 8:49 PM
- b) Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Wendy Estey
DATE: April 5, 2022
SUBJECT: Application for Co-Sponsorship for the 2022 2nd Annual Juneteenth Celebration – June 17-19, 2022

DESCRIPTION:

Application for Co-Sponsorship for the 2022 2nd Annual Juneteenth Celebration – June 17-19, 2022

SUMMARY:

The 2nd Annual Juneteenth Celebration's event organizer has requested that the city co-sponsor this year's series of events scheduled to take place June 17th-19th. According to the City's Special Events Policy, "the City may jointly sponsor certain events with other organizations when City Council determines that the event is of general interest to the public and advances the City's public image. The City will provide financial support to these events as determined in the annual budget appropriation. These events must meet the other requirements of the Special Events Policy and must reimburse the City for any costs in excess of the support level authorized by the budget appropriation."

Ypsilanti's Juneteenth Celebration 2022 is an opportunity for the community to come together, centered in love. This series of events intends to acknowledge the pains of the past, to celebrate the possibilities of our future, and to reflect on how far we have come. This will be a time to uplift families, our youth, our community as a whole, entrepreneurship (Black Owned Businesses), education, the arts, black culture and more. Most of all, this will be a time of community bonding, which will provide a moment of togetherness and relief, especially in this COVID era and the challenging times we have faced, losing so many of our youth due to gun violence. This will aid as an antidote for the traumas we have faced, as family love, always heals the soul. The intention is for the community to leave feeling encouraged to explore all of the possibilities that our futures have to offer us. The belief is that the community's interaction with and awareness of the City Government would further enrich the community. This would further the City's mission to engage with the Community. This is a free event, so there would be no monetary gain for the City. However, the belief is that the City's participation would show the community the importance of Juneteenth and why it was deemed a locally observed holiday.

The event organizer is asking for a fee waiver due to financial hardship. As a grassroots organization, they do not have excess funding to fund this event at the level that they believe it truly deserves. Their belief is that the fee waiver and co-sponsorship would be a great investment into the community. They have

initiated fundraising but haven't received the amounts needed to fund the event. Their wish is that the legacy of this grand celebration lives on, and this can happen only with assistance from the City.

This resolution allows the City of Ypsilanti to lend support to this year's Juneteenth Celebration in their endeavors to promote the City of Ypsilanti as a friendly, safe and hospitable city with a long and notable historical heritage.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Proposed Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-068
April 5, 2022

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, this year the 2nd Annual Juneteenth Celebration will take place Friday, June 17th through Sunday, June 19th at the Ypsilanti Freighthouse and the S. Adams parking lot; and

WHEREAS, the 2nd Annual Juneteenth Celebration's event organizer is requesting that the City be a co-sponsor of the 2022 series of events; and

WHEREAS, City Council agrees that becoming a co-sponsor of the 2022 Juneteenth Celebration would be in the general interest of the public and advance the City's public image;

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the request to be a sponsor of the 2022 Juneteenth Celebration in the amount of _____.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 5 day of April 2022

#Resolution No. 2022-068

Special Events Sponsorship & Financial Hardship Request



Please complete the form below. The City may provide support to Special Events on the following basis:

- Merit of the request
- Request is received no less than 30 days prior to the event
- Funds are budgeted and available to support the event

Event Name

Ypsilanti's 2nd Annual Juneteenth Celebration

Event Start Date

06/17/2018

Event Location

Freight House and Parking Lot Behind Puffer Red's

Event Organizer

Juneteenth Celebration Committee

Event Contact Person

First name:

Trische

Last name:

Duckworth

Phone number:

734-834-4736

E-mail:

trische_d@survivorsspeak.info

Is your organization a non-profit or public tax-exempt organization as defined under Section 501(c)(3) of the Internal Revenue Code?

- ☒ Yes
☐ No

How is this event of general interest to the public?

Ypsilanti's Juneteenth Celebration 2022 is an opportunity for the community to come together, centered in love. We intend to acknowledge the pains of the past, celebrate the possibilities of our future, and reflect on how far we've come. This will be a time to uplift families, our youth, our community as a whole, entrepreneurship (Black Owned Businesses), education, the arts, black culture and more. Most of all, this will be a time of community bonding, which will provide a moment of togetherness and relief; especially in this COVID era and the challenging times we've faced, losing so many of our youth due to gun violence. This will aid as an antidote for the traumas we've faced, as family love, always, heals the soul. We want the community to leave feeling encouraged to explore, all, the possibilities that our futures have to offer us.

Is your organization requesting City Co-Sponsorship or a Financial Hardship waiver?

- ☒ City Co-Sponsorship
☐ Financial Hardship Waiver

City Co-Sponsorship: The City may jointly sponsor certain events with other organizations when City Council determines that the event is of general interest to the public and advances the City's public image. The City will provide financial support to these events as determined in the annual budget appropriation. These events must meet the other requirements of the Special Events Policy, and must reimburse the City for any costs in excess of the support level authorized by the budget appropriation [reference City of Ypsilanti Special Events Policy, Section 1.3(b)]

Financial Hardship Waiver (only applicable for non-profit corporations): City may, in its discretion, contribute the park rental fee to assist other Special Events operated by non-profit organizations with good cause shown or hardship (See City Code Section 10-270). For the purposes of this policy, good cause or hardship may be demonstrated by startup organizations, charitable events, or any other reasonable cause for lacking in operating capital.

Park fee contributions must be approved by City Council no less than 30 days prior the event. City Council may, in its discretion, waive park rental on a per day basis, up to three (3) days. City Council may also impose conditions and/or require repayment terms after completion of the event. These events must meet the all requirements of the Special Event Policy, and must reimburse the City for any City costs in excess of this support level. Non-Profit Organizations must submit a current IRS 501 C3 Statement.

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

We believe that the community's interaction with, and awareness of, City Government would further enrich the community. This would further the City's mission to engage with the Community. This is a free event, so there would be no monetary gain for the City. However, we believe that the City's participation would show the community the importance of Juneteenth and why it was deemed a locally observed Holiday.

How many days of park rental are requested to be waived?

Please describe the financial hardship (may include a list of the major operating expenses, financial obligations, etc...)

We are asking for a fee waiver due to financial hardship. As a grassroots organizations, we do not have excess funding, to fund this event at the level that we truly believe it deserves. We understand the City's obligation to be mindful of how it goes about funding events, however, we believe that the fee waiver and co-sponsorship would be a great investment into the community. We have started fundraising, but haven't received the amounts needed to fund the event. Although, we acknowledge that it's still early. We just want to ensure that, with your co-sponsorship, the legacy of this grand celebration will live on. Thank you for the opportunity to share. We have attached a, proposed, budget.

When do you need to receive the funds?

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

Applicant Full Name

Trische Duckworth

Date

03/23/2022

Please save document and send to the Special Events Coordinator Wendy Estey at westey@cityofypsilanti.com.

	Event: Juneteenth Celebration Weekend	
	Date: June 17-19, 2022	
	Locations: Freighthouse, Freighthouse Plaza and S. Huron Parking Lot	
	Class 3 Event and Street Closure	
	Street Closures at Ferris from S. Huron to S. Washington and S. Washington from Ferris to Michigan Ave.	
Application Fee	\$	35.00
Freighthouse Rental (No charge - community event)	\$	-
Parking Lot Rental Fee (Freighthouse Plaza 6/17/2022)	\$	1,000.00
Parking Lot Rental Fee (S. Huron Lot behind Puffer Reds) (6/18-6/19/22)	\$	1,000.00
Street Closure S. Washington and Ferris (6/18-6/19/22)	\$	800.00
Security Deposit	\$	1,000.00
Utilities (Electricity) (x 3 days)	\$	300.00
Sign Permit (charging just once for entire 3 days)	\$	35.00
Noise Permit (charging just once for entire 3 days)	\$	100.00
Non-refundable fees	\$	3,270.00
Total Upfront Fees (permit & security deposit)	\$	4,270.00
Police		
Police Officers x 4 (2 for each street closure) (6/18-6/19/22)(7 a.m. to 5 p.m. each day = 10 hours each day at \$59/hour each)	\$	4,720.00
Total Police Labor (Estimate Only)	\$	4,720.00
DPS		
Straight Time		
Overtime		
Total DPS Labor (Estimate Only)		
EVENT SUBTOTAL		
Administrative Fee (10% Non-Profit) (Estimate Only)	\$	472.00
EVENT GRAND TOTAL	\$	8,462.00
Class 3 Insurance Requirements		
Liability insurance in the amount of \$1,000,000 per occurrence naming the City of Ypsilanti as additionally insured will be required for this event.		

BUDGET FOR JUNETEENTH 2022

<i>Budget Item</i>	<i>Amount</i>	<i>Budget Explanation</i>
Stage	\$3,000	Deposit paid by Check, to Robert Jensen, on 3/18/22 (\$300)
Sound Man for the weekend	\$1,000	For the entire weekend, including Dj for Friday
Dance floor for Friday and Saturday (Maybe purchase our own)		Checking with Travis about this item
Entertainment		
Athena Johnson	\$1,500	This expense may be covered from last year.
John E. Lawrence & Band	\$2,500	
African Dancers	?	
MD for Juneteenth Community Choir	\$300	
Musicians for Juneteenth Community Choir	\$300	Band
Reparations Grants	\$2,500	Depends on how much we fundraise (This year we want to do 5)
Uhaul	\$400	
Hire Jones Cleaning for the Bathroom at Growing Hope	\$150	
Supplies	?	
Banner "POWERED BY THE PEOPLE"	0	In-Kind Donation
Print Handouts with QR Codes for Surveys	0	In-Kind Donation
Speakers (Hopefully will volunteer)	\$500	\$100 a piece for each segment
Ice Cream Truck	\$300	
Youth Poet Stipends	\$100	2 poets @\$50 each



Resolution No. 2022-069

April 5, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "AN ORDINANCE TO AMEND CHAPTER 1 "GENERAL PROVISIONS" OF THE YPSILANTI CITY CODE, BY AMENDING SECTION 1-14 "ENFORCEMENT AUTHORITY FOR THE CODE" TO INCLUDE PLANNING AND DEVELOPMENT DEPARTMENT PERSONNEL; AND TO AMEND CHAPTER 17 INSPECTION AND CONTROL OF CERTAIN BUILDINGS TO ALLOW FOR THREE YEAR CERTIFICATES IN CERTAIN CIRCUMSTANCES AND CALCULATE HOW CERTIFICATES ARE ISSUED; AND TO AMEND CHAPTER 71 "ADMINISTRATIVE HEARINGS BUREAU", SECTION 71-2 "DEFINITIONS", TO ADD A DEFINITION FOR AUTHORIZED LOCAL OFFICIAL FOR THE PURPOSE OF ALLOWING PLANNING AND DEVELOPMENT DEPARTMENT PERSONNEL TO ISSUE BLIGHT VIOLATIONS." Be approved on Second and Final Reading.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
5 day of April 2022

#Resolution No. 2022-069



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1387**

AN ORDINANCE TO AMEND CHAPTER 1 “GENERAL PROVISIONS” OF THE YPSILANTI CITY CODE, BY AMENDING SECTION 1-14 “ENFORCEMENT AUTHORITY FOR THE CODE” TO INCLUDE PLANNING AND DEVELOPMENT DEPARTMENT PERSONNEL; AND TO AMEND CHAPTER 17 INSPECTION AND CONTROL OF CERTAIN BUILDINGS TO ALLOW FOR THREE YEAR CERTIFICATES IN CERTAIN CIRCUMSTANCES AND CALCULATE HOW CERTIFICATES ARE ISSUED; AND TO AMEND CHAPTER 71 “ADMINISTRATIVE HEARINGS BUREAU”, SECTION 71-2 “DEFINITIONS”, TO ADD A DEFINITION FOR AUTHORIZED LOCAL OFFICIAL FOR THE PURPOSE OF ALLOWING PLANNING AND DEVELOPMENT DEPARTMENT PERSONNEL TO ISSUE BLIGHT VIOLATIONS.

THE CITY OF YPSILANTI HEREBY ORDAINS:

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

That Chapter 1 of the Ypsilanti City Code, entitled “General Provisions”, is hereby amended by amending Section 1-14 “Enforcement authority for Code”, which Section shall read as follows:

Sec. 1-14. - Enforcement authority for Code.

(a) All law enforcement officers as defined in MCL 28.602, as amended, with jurisdiction to act as law enforcement officers within the City of Ypsilanti, including police officers sworn in by the City of Ypsilanti, Washtenaw County Sheriff Department Deputies, and the following nonpolice personnel are hereby authorized to serve appearance tickets for all ordinance violations and are otherwise authorized to enforce the ordinances of the city:

- (1) City fire chief.
- (2) Fire inspector.
- (3) Fire marshal.
- (4) Chief building inspector.
- (5) Assistant building inspector.
- (6) Ordinance enforcement officer.
- (7) Housing officials.
- (8) Parking meter enforcement personnel.
- (9) Planning and Development Department personnel.

(b) The law enforcement officers and city officials listed in subsection (a) of this section are hereby given enforcement authority pursuant to Act No. 366 of the Public Acts of Michigan of 1984 (MCL 764.9c, 764.9f.

That Chapter 18 of the Ypsilanti City Code, entitled "Certificate of Compliance", is hereby amended by amending Section 18-151 "Expiration and reinspection procedures which Section shall read as follows:

Certificates of compliance shall expire two years after the date issued unless earlier suspended by the building department, or if the structure(s) are eligible for a three year certificate of compliance, as outlined below. The date of issuance, date of expiration and certificate period shall be indicated on the certificate. Certificate periods shall begin on the beginning of the month of the first full inspection.

A three-year certificate of compliance can be issued for a rental property if all of the following requirements are met:

- a) There are no apparent health and safety violations
- b) There are less than 5 non-health and safety violations in the unit and have been corrected within the first re-inspection
- c) There are no outstanding fees or fines owed on the property
- d) The property owner has obtained all required permits for work within the building.
- e) The owner or owner's agent has requested a recertification inspection at least 60 days prior to expiration of the current certificate

At least three months before the current, valid certificate of compliance expires, it is the duty of the owner of the property to arrange for the inspection necessary for the issuance of a new certificate prior to the expiration of the previous certificate. If the owner does not timely schedule the inspection, the building inspection department will schedule the inspection and send out a notice to the owner or the owner's agent. The building inspection department will schedule all necessary subsequent inspections following the initial scheduled inspection, whether or not the inspection was performed, and send out notices to the owners or the owners' agents for those re-inspections.

That Chapter 71 of the Ypsilanti City Code, entitled "Administrative Hearings Bureau", is hereby amended by amending Section 71-2 "Definitions", to add a definition for "Authorized local official", which Section shall read as follows:

Sec. 71-2. - Definitions.

The following words and phrases as used in this chapter shall have the meaning set forth in this section unless a different meaning is clearly required by the context:

Authorized local official means a police officer, or other personnel of the city, including but not limited to, City fire chief, Fire inspector, Fire Marshal, Chief building inspector, Assistant building inspector, Ordinance enforcement officer, Housing officials, and Planning and Development Department personnel.

Blight means a condition that impairs, destroys, or deteriorates the property because of its decay, improper storage, or effect on property or quality of life including but not limited to such things as garbage, junk, noxious weeds, inoperative vehicles, and waste. The proper storage of materials or equipment incidental to and necessary for the carrying out of any business or occupation lawfully being carried out on the property in question is not the cause of blight or a blighting factor if all applicable city ordinances are satisfied. The piling and storage of firewood in a neat orderly manner for consumption by the property residents is not blight.

Blight violation means an act or omission regarding zoning, building or construction, building or property maintenance or condition in buildings or on the premises; fire prevention as designated; illegal dumping, disposal of solid waste; noxious weeds, and abandoned or inoperative vehicles, that is prohibited by this code or any ordinance of the city and designated a blight violation, including but not limited to those violations designated as blight violations in chapters 18, [42](#), 50, [86](#), [110](#), and [122](#).

Building materials means any material or equipment used in the restoration, renovation or construction of any structure or surface, including but not limited to lumber, bricks, concrete or cinder blocks, plumbing materials, electrical wiring or equipment, heating ducts and equipment, shingles, mortar, concrete, cement, nails, screws, ladders, scaffolding, or tools.

Formal AHB hearing means a hearing before an administrative hearings officer where either respondent or the city or both are represented by an attorney.

Garbage includes all animal and vegetable wastes resulting from the handling, preparation, cooking, consumption, or decomposition of food.

Informal AHB hearing means a hearing before an administrative hearings officer where neither respondent nor the city are represented by an attorney.

Junk includes any abandoned, discarded, stored, unused object or equipment, regardless of viability of use or value, stored in the open, including but not limited to motor vehicle parts, machinery, furniture, appliances, bottles, boxes, cartons, crates, or remnants of cloth, wood, metal, rubber, or other cast-off materials.

Refuse includes garbage, rubbish, trash, debris, junk, ashes, incinerator ash or residue, street cleaning, industrial sludge, solid commercial and industrial waste, animal waste, inoperable household appliances, or broken or damaged stuffed furniture, but does not include human body waste, liquid or other waste regulated by statute, or ferrous or nonferrous scrap possessed by a commercial scrap metal processor or a commercial re-user of ferrous or nonferrous products.

Waste includes any litter, garbage, trash, rubbish, or refuse that is a useless or worthless by-product of any industrial, biological, or other such process and tends to create a danger to public health, safety, and welfare.

2. Severability. If any clause, sentence, section, paragraph, or part of this ordinance, or the application thereof to any person, firm, corporation, legal entity, or circumstances, shall be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not effect, impair, or invalidate the remainder of

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

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

4. Savings Clause. 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.

6. Publication and Effective Date. The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published according to Section 11.13 of the City Charter. 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 _____, 2022.

Andrew Hellenga, City Clerk

Attest

I do hereby confirm that the above Ordinance No. _____ was published according to Section 11.13 of the City Charter on the _____ day of _____, 2022.

Andrew Hellenga, 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 _____, 2021.

Andrew Hellenga, City Clerk

Notice Published: _____

First Reading: _____

Second Reading: _____

Published: _____

Effective Date: _____



Resolution No. 2022-048A
April 5, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>NAME</u>	<u>BOARD</u>	<u>EXPIRATION</u>
Joseph Richie 1065 Maplewood Ypsilanti, MI 48197 New Appointment	YDDA	7/1/2025
Malissa Gillett 25 N Washington St. Ypsilanti, MI 48197 New Appointment	YDDA	7/1/2025

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
5 day of April 2022

#Resolution No. 2022-048A



Resolution No. 2022-070
April 5, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>NAME</u>	<u>BOARD</u>	<u>EXPIRATION</u>
Lakesha Williams 803 Armstrong Dr. Ypsilanti, MI 48197	Housing Commission	11/5/2024

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 5 day of April 2022

#Resolution No. 2022-070



Resolution No. 2022-071
April 5, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>NAME</u>	<u>BOARD</u>	<u>EXPIRATION</u>
Paul Ajlouny – Reappointment 571 Woodlawn Ave. Ypsilanti, MI 481198	YDDA	7/1/2025
Kayia Hinton – Reappointment 6138 Vineyard Ave. Ann Arbor, MI 48108	YDDA	7/1/2025
Andy French – Reappointment 6138 Vineyard Ave. Ann Arbor, MI 48108	YDDA	7/1/2025

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
5 day of April 2022

#Resolution No. 2022-071



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: April 5, 2022
To consider approval of a contract between the Michigan Department of Transportation and the City of Ypsilanti regarding sidewalk construction
SUBJECT: on Washtenaw Avenue at Anna.

DESCRIPTION:

To consider approval of a contract between the Michigan Department of Transportation and the City of Ypsilanti regarding sidewalk construction on Washtenaw Avenue at Anna.

SUMMARY:

The Michigan Department of Transportation has identified a few areas along Washtenaw Avenue to target pedestrian safety improvements. One of those areas in the City was the sidewalk gap in front of 1301 Washtenaw Avenue which is the southwest corner of Washtenaw Avenue and Anna Avenue.

This sidewalk will be constructed at no cost to the city, but the city will be responsible for maintenance. Our understanding is that the maintenance of the sidewalk will fall on the adjacent property owner which is similar to other properties in the city.

This contract has been submitted to our City Attorney for review.

RECOMMENDED ACTION:

Staff recommends City Council authorize the Mayor and the City Clerk to execute the contract between the City of Ypsilanti and the Michigan Department of Transportation for sidewalk construction on Washtenaw Avenue at Anna.

ATTACHMENTS: MDOT Contract #22-5107

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-072
April 5, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Funds have been programmed by the Michigan Department of Transportation (MDOT) for sidewalk construction at Washtenaw Avenue at Anna Avenue at no cost to the City of Ypsilanti; and,

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

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti City Council approves the Michigan Department of Transportation Contract No. 22-5107; and

THAT the Mayor Lis Allen-Richardson and City Clerk Andrew Hellenga are authorized to sign this contract, subject to approval by the City Attorney, and any change orders may be approved by the City Manager to facilitate completion of this work.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
5 day of April 2022

#Resolution No. 2022-072

SPECIAL TRUNKLINE
NON-ACT-51
ADDED WORK

DA	
Control Section	HSIP 81081
Job Number	205833CON
Fed Project #	22A0404
Contract	22-5107

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF YPSILANTI, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to sidewalk construction work in conjunction with the DEPARTMENT'S construction on Highway M-17 (Washtenaw Avenue) within the limits of the CITY.

WITNESSETH:

WHEREAS, the CITY has requested that the DEPARTMENT perform sidewalk construction work for and on behalf of the CITY in connection with the Highway M-17 (Washtenaw Avenue) construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

Sidewalk construction work to connect sidewalk gaps along Highway M-17 (Washtenaw Avenue) at Anne Avenue, including retaining wall construction, curb and gutter, excavation, earth work, aggregate base, and maintaining traffic work; all together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The DEPARTMENT will construct the PROJECT at no cost to the CITY.
2. Upon completion of the PROJECT, the CITY shall accept the facilities constructed as built to specifications within the construction contract documents. It is understood that the CITY shall own the facilities and shall be operate and maintain the facilities in accordance with applicable law at no cost to the DEPARTMENT.
3. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this Contract are done to assist the CITY.

10/08/2019 ADWK.FOR 3/16/22

1

Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the CITY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this Contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

4. In connection with the performance of PROJECT work under this Contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

5. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF YPSILANTI

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

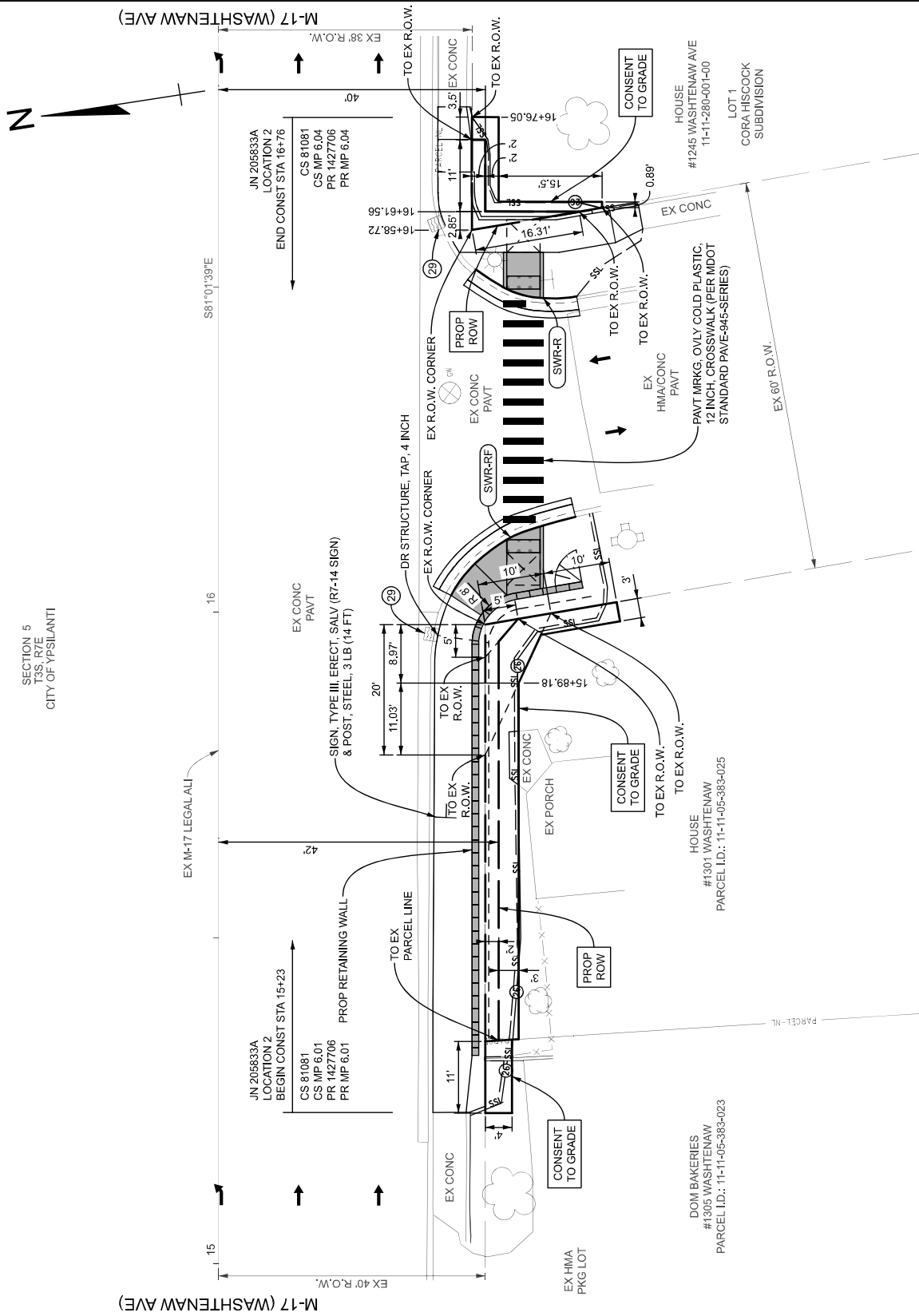
- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

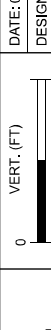
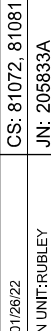
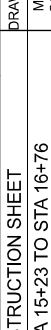
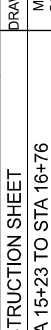
The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

SECTION 5
T3S, R7E
CITY OF YPSILANTI



											
FILE: 205833_M17_CON02.dgn		TSC: BRIGHTON		JN: 205833A		CS: 81072, 81081		M-17, STA 15+23 TO STA 16+76		DRAWING SHEET	
		DESIGN UNIT: RUBLEY						LOCATION 2		M17 CON 002	
		DATE: 01/26/22						CONSTRUCTION SHEET		SECTION 1	



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: April 5, 2022
To consider approval of a contract between the Michigan Department of Transportation and the City of Ypsilanti regarding the construction improvements on Washtenaw Avenue, Hamilton Street, Huron Street, and Michigan Avenue within the City.
SUBJECT:

DESCRIPTION:

To consider approval of a contract between the Michigan Department of Transportation and the City of Ypsilanti regarding the construction improvements on Washtenaw Avenue, Hamilton Street, Huron Street, and Michigan Avenue within the City.

SUMMARY:

The following action is to consider a contract between MDOT and the City for improvements related to the road diet project and Huron/I-94 pedestrian bridge project. The dollar amounts in this contract represents construction estimates and this project has a bid opening date in April. This contract will need to be authorized by the City before MDOT can award the bid for the projects.

The items that the city is responsible for paying for on the road diet is listed in Part A of the contract and includes, paving of parking lanes, eliminating a left turn lane on Hamilton in certain areas, and black powder coating work on signal posts and mast arms at Huron/Cross and Hamilton/Washtenaw. The city will be responsible for 100% of this work and the cost estimate is \$39,800. This funding has been included in the proposed FY 22-23 budget.

The city's share of the costs related to the non-motorized path construction is estimated at ~\$320,000 in the contract. This number does not include several grants the city has received related to this project. To date the City has received approximately \$400,000 in non-federal funding through the Michigan DNR Natural Resources Trust Fund grant (\$300,000) and the Washtenaw County Parks Connecting Communities grant (\$100,000). The city's cost is capped at \$472,723 and based on this we are projecting the City's actual costs related to the construction of the project not to exceed \$73,000. This funding has also been included in the proposed FY 22-23 budget.

Regarding the maintenance provisions in the contract the city will continue to be responsible for the parking lanes and Michigan Avenue, will be responsible for the black powder coating on the traffic signal poles, and will be responsible for maintenance of the sidewalks and the non-motorized pathway. The city has a separate agreement with Ypsilanti Township regarding the maintenance of the Huron/I-94 area regarding snow removal and grass cutting.

This contract has been submitted to our City Attorney for review.

RECOMMENDED ACTION:

Staff recommends City Council authorize the Mayor and the City Clerk to execute the contract between the City of Ypsilanti and the Michigan Department of Transportation for the construction improvements on Washtenaw Avenue, Hamilton Street, Huron Street, and Michigan Avenue within the City.

ATTACHMENTS: MDOT Contract #22-5056

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-073
April 5, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Funds have been programmed by the Michigan Department of Transportation (MDOT) for improvements to Washtenaw Ave, Hamilton Street, Huron Street, and Michigan Avenue including a road diet and a non-motorized cross of I-94 at Huron Street; and,

WHEREAS, it is necessary to enter into a contract with MDOT for the implementation of these projects;

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti City Council approves the Michigan Department of Transportation Contract No. 22-5056; and

THAT Mayor Lois Alen-Richardson and City Clerk Andrew Hellenga are authorized to sign this contract, subject to approval by the City Attorney, and any change orders may be approved by the City Manager to facilitate completion of this work.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 5 day of April 2022

#Resolution No. 2022-073

SPECIAL TRUNKLINE
NON-ACT-51
ADDED WORK

DA	
Control Section	ST 81081; TA 81083
Job Number	113542CON; 113542PE 209612CON
Fed Project #	22A0374; 1481045; 22A0377
Contract	22-5056

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF YPSILANTI, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements in conjunction with the DEPARTMENT'S construction on Highway M-17 (Washtenaw Avenue/Hamilton Street/Huron Street) and Highway US-12BR (Michigan Avenue), within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning pavement rehabilitation work along Highway M-17 (Washtenaw Avenue/Hamilton Street/Huron Street) and Highway US-12BR (Michigan Avenue); and

WHEREAS, the CITY has requested that the DEPARTMENT perform additional work for and on behalf of the CITY in connection with the Highway M-17 (Washtenaw Avenue/Hamilton Street/Huron Street) and Highway US-12BR (Michigan Avenue) construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

PART A – Job Number 113542CON & 113542PE (100% CITY PARTICIPATION)

Hot mix asphalt paving of parking area along Highway US-12BR (Michigan Avenue), eliminating the existing left turn lane and along southbound Highway M-17 (Hamilton Street) from Ferris Street to just south of Highway M-17 (Michigan Avenue), black powder coating work on signal posts and mast arms at the intersection of Highway M-17 (Huron Street) and Highway M-17 (Cross Street) and black powder coating work on signal post at the intersection of Highway M-17 (Hamilton Street) and Highway M-17 (Washtenaw Avenue); together with necessary related work, located within the corporate limits of the CITY; and

PART B – Job Number 209612CON (FEDERAL, STATE, CITY and YPSILANTI TOWNSHIP PARTICIPATION)

Non-motorized path construction work along the southbound side of Highway US-12BR from Highway I-94 to Harriet Street, including curb and gutter, decorative concrete surface, signing, pavement marking, lane separator,

delineator, and maintaining traffic work; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be:

PART A	\$ 39,800
PART B	<u>\$2,278,700</u>
TOTAL	\$2,318,500

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties shall undertake and complete the construction of the PROJECT in accordance with this Contract.

The term "PROJECT COST" for the PART A portion of the PROJECT, as herein used, is hereby defined as the cost of the construction of the PROJECT including the costs of preliminary engineering (PE), plans and specifications; physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), and any and all other expenses in connection with any of the above.

The term "PROJECT COST" for the PART B portion of the PROJECT, as herein used, is hereby defined as the cost of the construction of the PROJECT including the costs of physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY will approve the design intent of the PROJECT and shall accept full responsibility for the constructed PROJECT functioning as a part of the CITY'S facilities. The CITY is solely responsible for any input which it provides as it relates to the design of the PROJECT functioning as part of the CITY'S facilities.

4. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

5. The PART A portion of the PROJECT COST shall be charged to the CITY 100 percent. The PART B portion of the PROJECT COST shall be met in part by contributions from agencies of the Federal Government. Federal Highway Improvement Program and Transportation Alternatives Program Funds shall be applied to the eligible items of the PART B portion of the PROJECT COST up to the lesser of: (1) \$2,059,295, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The CITY'S participation shall be up to an amount not to exceed \$472,723. Ypsilanti Township's participation shall be up to an amount not to exceed \$127,727. After the deduction of the Federal Funds, the balance of the PART B portion of the PROJECT COST shall be charged to and paid by the DEPARTMENT, the CITY and Ypsilanti Township in the following proportions and in the manner and at the times hereinafter set forth:

DEPARTMENT	13.78%
CITY	67.93%
Ypsilanti Township	18.29%*

The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

	TOTAL ESTIMATED COST	FED AID	BALANCE AFTER FED AID	DEPT'S SHARE	TWP'S SHARE*	CITY'S SHARE
PART A						
Constr. &						
CE	\$ 35,200	\$0	\$ 35,200	\$ 0	\$ 0	\$ 35,200
PE	\$ 4,600	\$0	\$ 4,600	\$ 0	\$ 0	\$ 4,600
PART B						
Constr. &						
CE	<u>\$2,278,700</u>	<u>\$1,865,100</u>	<u>\$413,600</u>	<u>\$57,000</u>	<u>\$75,600</u>	<u>\$281,000</u>
TOTAL	<u>\$2,318,500</u>	<u>\$1,865,100</u>	<u>\$453,400</u>	<u>\$57,000</u>	<u>\$75,600</u>	<u>\$320,800</u>

*Ypsilanti Township participation for the PART B portion of the PROJECT COST will be addressed in the DEPARTMENT Contract 22-5057

The PE for the PART A portion of the costs will be apportioned in the same ratio as the actual construction award and the CE costs will be apportioned in the same ratio as the actual direct construction costs.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY not including payments made for a working capital deposit. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Payment is due within 30 days of receipt of invoice. Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

The CITY will deposit with the DEPARTMENT the following amount which will be used by the DEPARTMENT as working capital and applied toward the end of the project for the contracted work and cost incurred by the DEPARTMENT in connection with the PROJECT:

PART A DEPOSIT	\$15,900
PART B DEPOSIT	\$ <u>0</u>
TOTAL DEPOSIT	\$15,900

The total deposit will be billed to the CITY by the DEPARTMENT and shall be paid by the CITY within 30 days after receipt of invoice.

7. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, the DEPARTMENT is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the CITY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

8. Upon completion of the parking portion of the PART A portion of the PROJECT, the facilities being constructed as the PROJECT shall be operated and maintained by the CITY at no cost to the DEPARTMENT.

Upon completion of the signal portion of the PART A portion of the PROJECT, the facilities being constructed as the PROJECT shall be operated and maintained by the CITY and the DEPARTMENT in accordance with standard practice.

Upon completion of the PART B portion of the PROJECT, the CITY shall accept the facilities constructed as built to specifications within the construction contract documents. It is understood that the CITY shall own the facilities and shall be operate and maintain the facilities in accordance with applicable law at no cost to the DEPARTMENT.

Upon completion of the bike lane constructed under Job Number 113542CON, the CITY shall accept the lane separator system and delineators associated with the bike lane as built to specifications within the construction contract documents. It is understood that the CITY shall operate and maintain the facilities in accordance with standard practice at no cost to the DEPARTMENT. The CITY shall be responsible for any costs related to future removal or modification of the bike lane.

9. If at any time in the future, the pavement for parking or bike lane is required for trunkline purposes, the DEPARTMENT shall take over and use such extra width pavement without replacement of the facility or reimbursement to the CITY. The CITY will be notified at least six months in advance of any changes to parking or bike lanes required for trunkline purposes.

10. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this Contract are done to assist the CITY. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the CITY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this Contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

11. In connection with the performance of PROJECT work under this Contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

12. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF YPSILANTI

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



Resolution No. 2022-074
April 5, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City strongly supports safe nonmotorized transportation and safe access to recreation opportunities for people of all abilities and incomes; and

WHEREAS, the need for a safe crossing of I-94 at Huron Street for pedestrians and bicyclists as part of the City's nonmotorized network is incorporated in the City's Master Plan, Nonmotorized Plan, and 5-year approved Parks and Recreation Master Plan; and

WHEREAS, the area proposed for the new infrastructure currently lacks adequate streetlighting for pedestrians and bicyclists; and

WHEREAS, it is necessary to enter into a contract with DTE for the implementation of the project;

NOW THEREFORE BE IT RESOLVED THAT the City of Ypsilanti City Council approves the attached contract with DTE for Option Two, metal poles on the east side

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

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 5 day of April 2022

#Resolution No. 2022-074



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler
DATE: April 5, 2022
SUBJECT: Design Engineering Services for Huron River Drive (Cornell to LeForge)

DESCRIPTION:

Design Engineering Services for Huron River Drive (Cornell to LeForge)

SUMMARY:

Reconstruction of Huron River Drive from Cornell to LeForge is currently programmed in the Transportation Improvement Program (TIP) funding plan for the year 2023. Road construction projects generally consist of four phases: preliminary engineering, design engineering, and construction engineering/construction (concurrent). We have completed the feasibility phase and a preliminary design for the roadway has been selected. The anticipated construction cost is \$3.2 million, of which \$2.3 million has been secured in federal funding.

This proposal includes continuing work on the Transportation Alternatives Program Grant application and process, begun earlier this month (\$5,850); right of way coordination (\$3,875); SHPO application assistance (subcontracted, \$4,250) and detailed engineering design (\$197,775). The total of this proposal is \$211,750. The attached proposal also includes an amendment to the previous preliminary design services contract in the amount of \$5,275, as additional right-of-way research was required, for a total cost of \$217,025.

RECOMMENDED ACTION: Approval

ATTACHMENTS: OHM Final Design Engineering Proposal, Huron River Drive (Cornell to Leforge)

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-075
April 5, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the reconstruction of Huron River Drive (Cornell to Leforge) is programmed for construction year 2023 in the current 3-year TIP; and

WHEREAS, the design engineering services will be expended from account number 202-7-9077-975-00; and

WHEREAS, OHM has submitted a proposal for engineering services for the final design of this project which includes: Transportation Alternatives Program Grant coordination; right of way documentation and coordination; SHPO application assistance; and detailed engineering design at an estimated cost of \$217,025; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the proposal submitted by OHM for design engineering services to comply with regulations and directives mandated for the reconstruction of Huron River Drive (Cornell to Leforge); and

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

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 5 day of April 2022

#Resolution No. 2022-075

ARCHITECTS. ENGINEERS. PLANNERS.



March 14, 2022

Ron Akers, AICP
Director of Public Services
City of Ypsilanti
14 W. Forest Ave.
Ypsilanti, MI 48197

Subject: **Professional Engineering Services
Huron River Drive, Cornell Road to Leforge Road
Final Design Engineering**

Dear Mr. Akers:

OHM Advisors is pleased to submit a proposal for professional engineering services for the final roadway design on Huron River Drive from Cornell Rd to Leforge. This proposal also includes right of way (ROW) verifications and efforts to prepare and submit a Transportation Alternatives Program (TAP) Grant application for pedestrian facilities improvements along the corridor.

PROJECT UNDERSTANDING

We understand that Huron River Drive from Cornell to Leforge has been approved for pavement reconstruction in 2023 as part of the Washtenaw Area Transportation Study (WATS) application for Federal funding. This reconstruction project has been estimated at \$3.2 million in construction costs and has been approved for \$2.06 million of federal funding. As a result of the Local Agency Program (LAP) requirements, this project is required to adhere to the National Environmental Policy Act (NEPA) for environmental reviews and the state's process for obtaining any necessary easements for the improvements.

Under the previous preliminary engineering contract, OHM reviewed the existing conditions along the corridor that included studying crash reports and taking traffic counts that helped determine a road diet from 4-lanes to 3-lanes was justified and can improve safety for drivers and non-motorized travelers. Additionally, OHM gathered topographic survey information to create a base plan and presented a few different concept designs to the City. The preferred design was the 3-lane roadway with a 5' wide sidewalk on the north side of the road. The City had discussions with the Michigan Department of Transportation (MDOT) to gauge whether the proposed pedestrian improvements in the project would be competitive for a TAP Grant and MDOT indicated to the City that it was. The City has requested OHM assist in preparing and submitting the TAP Grant application for the February 23, 2022, submittal date. At time of this proposal, OHM has already begun efforts to complete a TAP Grant application for the sidewalk on the north side and some pedestrian improvements on the south side. Gathering title work for adjacent properties is also necessary for right-of-way (ROW) determination along the corridor and title work fees are included in this proposal.

Based on previous correspondence with the Ypsilanti Community Utilities Authority (YCUA), there are no anticipated water main or sanitary sewer utility improvements planned along with this project.

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



SCOPE OF SERVICES

This scope of services includes creating and submitting a TAP Grant application, title work review with ROW determinations, and providing detailed engineering design to deliver MDOT the necessary documents to bid the project. This scope reflects our understanding of the City's needs for this project and is consistent with past engineering services proposals. The components of this work plan are as follows:

Task 1: Transportation Alternatives Program Grant Application

Under this phase of work, OHM Advisors will complete and submit a TAP Grant application through the online portal by February 23, 2022. Specific work tasks include:

- ▶ Create overall plan PDF displaying the conceptual design of the pedestrian improvements along Huron River Drive between Cornell Road and Ann Street.
- ▶ Develop cost estimate for pedestrian upgrades in accordance with the TAP Grant requirements for submittal.
- ▶ Utilize photographs, google earth, and drone imagery to show the project need along Huron River Drive to include in the application.
- ▶ Complete the online application form that includes narratives for all the following listed. OHM will work with the City to ensure the application is comprehensive and accurate.
 - a. Project description.
 - b. Project impacts to adjacent property owners.
 - c. Stakeholder engagement efforts.
 - d. Operation and maintenance needs, expenses, and party responsible.
 - e. Community benefits.
 - f. Description how project is competitive for TAP funding.
 - g. Project schedule including project milestones.

Task 2: Right of Way (ROW) Review and Easement Coordination

During the preliminary design phase, it was discovered that the ROW along this corridor had inconsistencies that require further investigation. It is also anticipated that temporary easements for grading will be necessary.

- ▶ Prepare and assist the City in obtaining easement for up to four (4) temporary easement documents
- ▶ Obtain title work for up to nine (9) parcels and review current right of way and existing easements within each. See table below:

Number	Side	Parcel #	Owner	Address
1	South	11-11-05-245-001	RIVER DRIVE PROPERTIES	1205 Cornell Rd, Ypsilanti, MI 48198
2	South	11-11-05-290-001	EMU	207 Cornell Rd, Ypsilanti, MI 48197
3	South	11-11-05-175-004	EMU	120 Business & Finance, Ypsilanti, MI 48197
4	South	11-11-05-175-005	EMU	120 Business & Finance, Ypsilanti, MI 48197
5	South	11-11-04-265-001	American Campus Communities	901 Huron River Dr, Ypsilanti, MI 48197
6	South	11-11-04-266-001	MOONSTAR INC	819 Huron River Dr, Ypsilanti, MI 48197
7	South	11-11-04-266-002	SHAFIQ KASHAM	815 Huron River Dr, Ypsilanti, MI 48197
8	NORTH	11-11-05-100-012	LEFORGE STATION II	1000 Huron River Dr, Ypsilanti, MI 48198
9	NORTH	11-11-04-270-022	CITY OF YPSILANTI	

- ▶ Attend one (1) meeting with each property owner regarding the temporary easements (4 total)
- ▶ Prepare MDOT Valuation Statements.



Task 3: Detailed Engineering Design

Based on the results of the Road Diet Study and the conceptual design review with the City, OHM will prepare final design engineering documents for a Grade Inspection (GI) submittal to MDOT and for bidding. The subtasks for this portion of work are listed below:

- ▶ Prepare final design of the roadway including the pedestrian facilities, select storm sewer replacement, traffic signal modifications to align with the new roadway configuration at Cornell, Oakwood, & LeForge Road, and special provisions. OHM will prepare design bidding plans and specifications in accordance with MDOT LAP guidelines for projects administered through MDOT.
- ▶ OHM assumes that only storm structures that are being affected by curb and gutter relocation will be removed and reconstructed at this time. OHM will review storm sewer inspection materials provided by the City and make recommendations on other storm sewer replacements. Storm sewer inspection is not included in this proposal and will be done by others. The results will be provided to OHM by April 14, 2022.
- ▶ Arrange and attend up to four (4) progress meetings with the City staff to review applicable project items, i.e., plans, specifications, project schedule for LAP and/or TAP, easements, permits, environmental reviews, etc.
- ▶ Preparation of detailed Maintenance of Traffic (MOT) plans for impacted travel ways, including pedestrian ways. Where possible, the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) typical details will be referenced, and OHM will prepare traffic control strategies for all other cases. OHM understands MDOT's traffic control requirements to receive MOT approval, as well as coordinating work with the City for local street traffic control.
- ▶ Traffic Signal Modifications with minimum recommended upgrades included in this design proposal.
 - LeForge Road - Existing mast arms on strain poles on LeForge and Huron River Drive. Southbound LeForge has left turn (3-section head) and westbound right turn (5-section head). Huron River Drive has 3 heads eastbound (1 left with case sign, 2 thru) and 2 thru heads westbound. Proposed improvements include review for full modernization. Minimum recommendation is to provide a 4-section head for the eastbound Huron River Drive left turn to LeForge, replace Huron River Drive westbound signal heads with one 5-section signal head allowing right turn to LeForge, upgrade all pedestrian signals with countdown heads.
 - Oakwood Drive - Upgrade existing diagonal span wire on strain poles to box span or mast arms and upgrade pedestrian signals with to countdown heads.
 - Cornell Road - Existing mast arms with left turn to southbound Cornell. Review for full modernization with minimum recommendation is to provide 4-section head signal for the left turn to Cornell from westbound Huron River Drive and upgrade pedestrian signals to countdown heads.
- ▶ Revise preliminary engineer's opinion of probable construction costs.
- ▶ Attend up to two (2) public meetings, if requested.
- ▶ Complete and submit the Program Application materials as required by MDOT LAP guidelines.
- ▶ OHM will attend up to one (1) meeting with MDOT to coordinate LeForge railroad track upgrades and incorporate MDOT design to meet the proposed design for pedestrians.
- ▶ Submit preliminary plans, specifications, and engineer's opinion of probable construction cost to MDOT LAP office for Grade Inspection (GI) review.
- ▶ Coordinate proposed work with private utility companies.
- ▶ Attend the GI review meeting with MDOT and City staff to review the plans and specifications and address any required revisions.
- ▶ Submit final plans and specifications per MDOT guidelines, including a final engineer's opinion of probable construction cost using the Michigan Engineers Resource Library (MERL) program per MDOT requirements.



- ▶ Respond to Request for Information (RFI's) during the MDOT Letting.
- ▶ It is anticipated that the following permits will be required for the project. The effort associated with obtaining the permits is included in the scope. However, permit fees will be the responsibility of the City.
 - Washtenaw County Soil Erosion & Sedimentation Control Permit.
 - Washtenaw County Road Commission for advanced MOT signage.
 - Michigan Department of Transportation – Local Agency Project (LAP) Program Application.
 - National Environmental Policy Act (NEPA). Complete general project information, contact information, project mapping documents, and verification of required permits/reviews listed below.
 - Permits that are anticipated to be required and are included in this scope of services
 1. USFWS – Section 10 Threatened and Endangered Species/Wild Scenic Rivers
 2. Traffic Impacts Review
 3. Noise Impacts and Air Quality Review
 4. Public Controversy Review
 5. USACE – General Permit/Permissions Letter
 6. EGLE – NPDES Permit (National Pollutant Discharge Elimination System)
 7. MDNR – Part 365 Threatened and Endangered Species
 8. Application for Section 106 Review State Historic Preservation Office (SHPO)*
 - The following permits are not anticipated to be required and have not been included with this scope of services. If deemed necessary OHM will provide a budget for these permit submittals.
 1. EGLE/USACE Joint Permit – Part 301 Inland Lakes and Streams
 2. EGLE/USACE Joint Permit – Part 303 Wetlands Protection
 3. MDNR Public Agency Permit – Part 305 Natural Rivers
 4. EGLE/USACE Joint Permit – Parts 307 & 315 Dam Safety
 5. USCG Section 9 Navigable Waters – Structures (Construction/Modification of any bridge spanning navigable waters)
 6. USACE Section 10 Navigable Waters
 7. EGLE/USACE Joint Permit – Part 323 Shoreland Protection (High Risk Erosion Areas)
 8. EGLE/USACE Joint Permit – Part 353 Critical Dunes
 9. EGLE/USACE Joint Permit – Part 325 Submerged Lands
 10. EGLE/USACE Joint Permit – Part 31 Floodplain Regulation
 11. Section 4(f) – Public Parks, Recreation and Refuge Programmatic Evaluation
 12. Section 6(f) – Grant Funded Public Park, Recreation, and Refuge Consultation
 13. PA116 Farmland or Preservation Land Consultation/Coordination
 14. Hazardous and Toxic Materials Review

*Section 106 Review require an archeologist and historian perform the SHPO determination. OHM has added Commonwealth Heritage Group to the team to assist with the application preparation.

ASSUMPTIONS AND CONSIDERATIONS

The following are assumptions and additional design phase considerations related to our proposal. OHM will be pleased to provide additional services for this project on a time and material basis. A separate proposal would be provided for such services.

- ▶ Permit fees are not included as part of this design.
- ▶ Construction phase services are not included and will be submitted under separate cover after letting.
- ▶ Additional meetings not listed under the scope of services.



- ▶ The City will take the lead on all communications with MDOT to coordinate pedestrian railroad track improvements at Leforge Rd.
- ▶ Securing additional ROW or easements will be handled by the City. Proposal includes up to four (4) easement documents. If additional easement documents are necessary, a separate proposal will be provided.
- ▶ Inspection of existing storm sewer will be handled by the City and the results provided to OHM no later than March 31, 2022. If inspections reveal additional storm sewer replacement is necessary, an amended scope and fee maybe necessary.
- ▶ Design for water or sanitary infrastructure improvements is not included.
- ▶ City will provide any past construction plans to OHM no later than March 31st, 2022.
- ▶ Property appraisals or market studies not included.

FEE SCHEDULE

OHM Advisors proposes to provide the above outlined professional services on an hourly – not to exceed basis, in accordance with the terms and conditions in the continuing services agreement between the City and OHM. Invoices will be sent monthly as work is performed:

<u>Description</u>	<u>Fee</u>
Title Work and ROW Review	\$ 5,275.00*

*Amendment to the Huron River Drive Preliminary Design Services, (0094-20-0021)
 New Total= \$95,910 + \$5,275 = **\$101,185.00**

<u>Description</u>	<u>Fee</u>
TAP Grant Application.....	\$ 5,850.00
Easement Coordination	\$ 3,875.00
SHPO Application Assistance (Commonwealth Heritage Group) ...	\$ 4,250.00
<u>Detailed Engineering Design.....</u>	<u>\$197,775.00</u>
Final Design Services Total	\$ 211,750.00

SCHEDULE:

Huron River Drive from Cornell to Leforge has been approved for pavement reconstruction in 2023 as part of the WATS Local Agency Program (LAP) and is required to follow the MDOT Letting schedule. We propose the Grade Inspection (GI) submittal to MDOT takes place in the summer of 2022 (80% plan completion) and final submittal to MDOT in the fall of 2022 for an early 2023 bidding/letting. Additionally, should the project be awarded a TAP Grant, OHM will work with grant administrators to meet grant deadlines for a 2023 construction.

COVID-19 DISCLAIMER

As we submit this proposal, the world is in the midst of the Covid-19 health crises and we believe there is an increased risk for potential schedule impacts. The project schedule is made with the understanding that virtual meetings may be necessary. Our team, like the City, has adjusted our workflow logistics and our teams are working remotely in an effective manner. However, be aware that schedule impacts from elements such as required resource agencies, and key staff illness that neither OHM Advisors nor the City of Ypsilanti has control over are more likely in the current



environment. We will communicate proactively, clearly identify project issues as they arise, and work with the City to develop a plan to deal with unforeseen issues.

We appreciate the opportunity to provide you with this proposal. Please feel free to contact us if you have any questions or need any additional information at (734) 522-6711.

Sincerely,

OHM Advisors

**Accepted for City of Ypsilanti
Huron River Drive Final Design Engineering**

Richard R Hobgood, P.E.
Project Manager

(Signature)

cc: Frances McMullan, City Manager
Bonnie Wessler, AICP, Project Manager
Kent Early, PE, OHM Advisors
Rachel Jackson, PE, OHM Advisors
file

(Printed Name)

(Title)

(Date)



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: April 5, 2022
To consider approval of an intergovernmental agreement between the City of Ypsilanti and the Charter Township of Ypsilanti for I-94
SUBJECT: Pedestrian Overpass Maintenance.

DESCRIPTION:

To consider approval of an intergovernmental agreement between the City of Ypsilanti and the Charter Township of Ypsilanti for I-94 Pedestrian Overpass Maintenance.

SUMMARY:

The Michigan Department of Transportation has specified that the maintenance of the non-motorized path is the responsibility of the municipalities that are involved in the project. Due to this, discussions have been held between the City and Township regarding snow removal on the non-motorized pathway and grass cutting in the interchange area. The result from these discussions is a proposed agreement between the City and the Township for how maintenance operations would be handled.

The agreement specifies that the Township will provide weekly grass cutting services to the grass areas on the north and south side of the Huron/I-94 area, exclusive of a protected area as specified by the State of Michigan and the City will provide snow removal on the non-motorized path from the area south of Hamilton Crossings to James L. Hart Parkway. In addition to this arrangement the agreement stipulates that the City and Township will be responsible for any other maintenance or repairs within the respective boundaries of their jurisdiction. The term of this contract is for twenty-five (25) years which mirrors the projected life of the non-motorized path prior to needing significant maintenance.

This agreement was drafted by our Township attorney and was approved by the Ypsilanti Township Board of Trustees at their March 15 meeting. I have included in the RFL the agreement, exhibits showing the areas of snow removal and grass cutting, and projected cost estimates prepared by the Township and the City demonstrating the relative equity in cost of services provided. I look forward to further discussion on this agenda item.

RECOMMENDED ACTION:

Staff recommends City Council authorize the Mayor and the City Clerk to execute the intergovernmental agreement between the City of Ypsilanti and the Charter Township of Ypsilanti for I-94 Pedestrian Overpass Maintenance, subject to the review of the City Attorney.

ATTACHMENTS: Proposed Intergovernmental Agreement, exhibits, Ypsilanti Township letter, cost estimates.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-076
April 5, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti and the Charter Township of Ypsilanti share a jurisdictional boundary in the Huron Street I-94 intersection and both have responsibilities to provide maintenance on the non-motorized pathway; and,

WHEREAS, the City and Township have discussed the most effective ways of handling snow removal and grass cutting in this area; and,

WHEREAS, an intergovernmental agreement has been drafted between the municipalities to identify the responsibilities of the parties within this area;

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti City Council approves the Intergovernmental Agreement for the I-94 Pedestrian Overpass Maintenance; and

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

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
5 day of April 2022

#Resolution No. 2022-076

INTERGOVERNMENTAL AGREEMENT FOR
I-94 PEDESTRIAN OVERPASS MAINTENANCE

This agreement, pursuant to Act 35 of 1951, MCL 124.1 et seq., is by and between the Charter Township of Ypsilanti, a Michigan Charter Township (Township) with offices at ____Huron River Drive, Ypsilanti, MI 48198 and the City of Ypsilanti, a Michigan Home Rule City (City) with offices at 1 South Huron Street, Ypsilanti, MI 48197 (the parties).

Background

Interstate highway I-94 runs east and west and is generally on the municipal boundary between the Township on the south and the City on the north. The parties worked with the Michigan Department of Transportation (MDOT) to have a pedestrian overpass installed over I-94 between the boundary of the parties. The parties have agreed on maintenance items for the overpass, such as snow removal, grass cutting and the like. This agreement sets out the agreement of the parties.

Agreement

1. The Township shall provide weekly grass cutting service of the areas north and south of the Huron Street/Interstate-94 area as depicted on Exhibit A. This agreement shall not require the Township to cut any protected areas as designated by the Michigan Department of Transportation.
2. The City shall provide snow removal within the City limits on the north side of the bridge, on the pedestrian bridge, and south of the bridge to James L Hart Parkway as depicted on Exhibit B.
3. The Township shall be responsible for any other maintenance and repair of the pathway within the Michigan Department of Transportation (MDOT) right of way which is located within the municipal boundaries of the Township, unless otherwise specified by the Michigan Department of Transportation (MDOT).
4. The City of Ypsilanti shall be responsible for any other maintenance and repair of the pathway within the Michigan Department of Transportation (MDOT) right of way which is located within the municipal boundaries of the City, unless otherwise specified by the Michigan Department of Transportation (MDOT).
5. Any costs of repairs and maintenance in which the scope of the repair or maintenance work is within both the City and the Township, shall be shared by both municipalities with each paying the specific cost of the repair and maintenance which occurred within the boundaries of their respective municipality.
6. Insurance. Neither party shall indemnify the other and each party shall obtain and maintain insurance to protect their own interests.

7. Term. The term of this agreement is 25 years and the term may be renewed by the parties for additional terms.
8. Disputes. Any disputes concerning this agreement, terms or enforcement shall first be mediated according to the Michigan Court Rules and the rules of the Washtenaw Circuit Court, before any other action is taken.
9. Notice. All notices concerning this agreement shall be served on the Township Supervisor, the City Manager, Township and City Attorneys and the head of the public service department of each party.

Dated: January __, 2022

So, Agreed:

Charter Township of Ypsilanti

By: _____
Township Supervisor

By: _____
Township Clerk

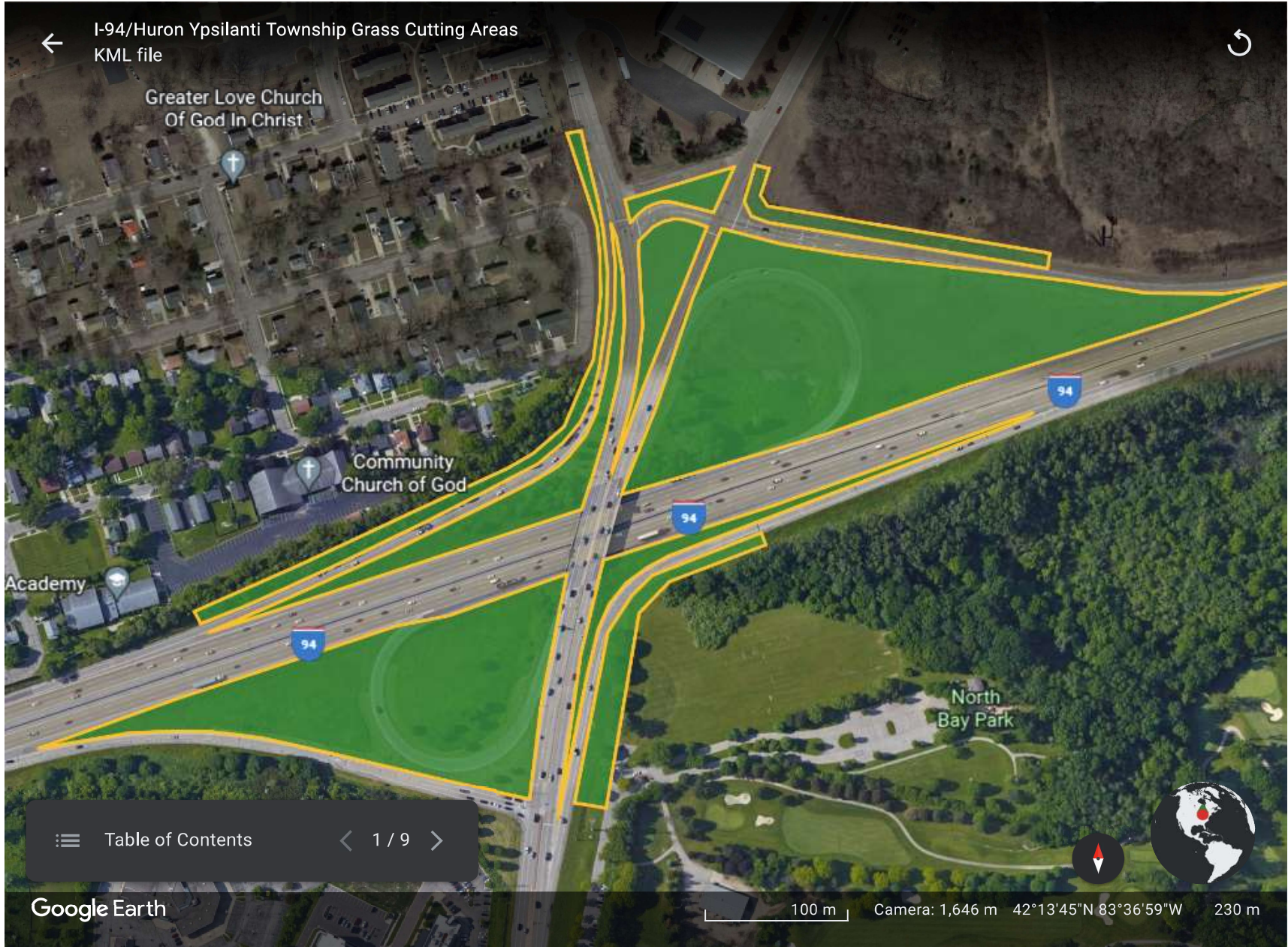
City of Ypsilanti

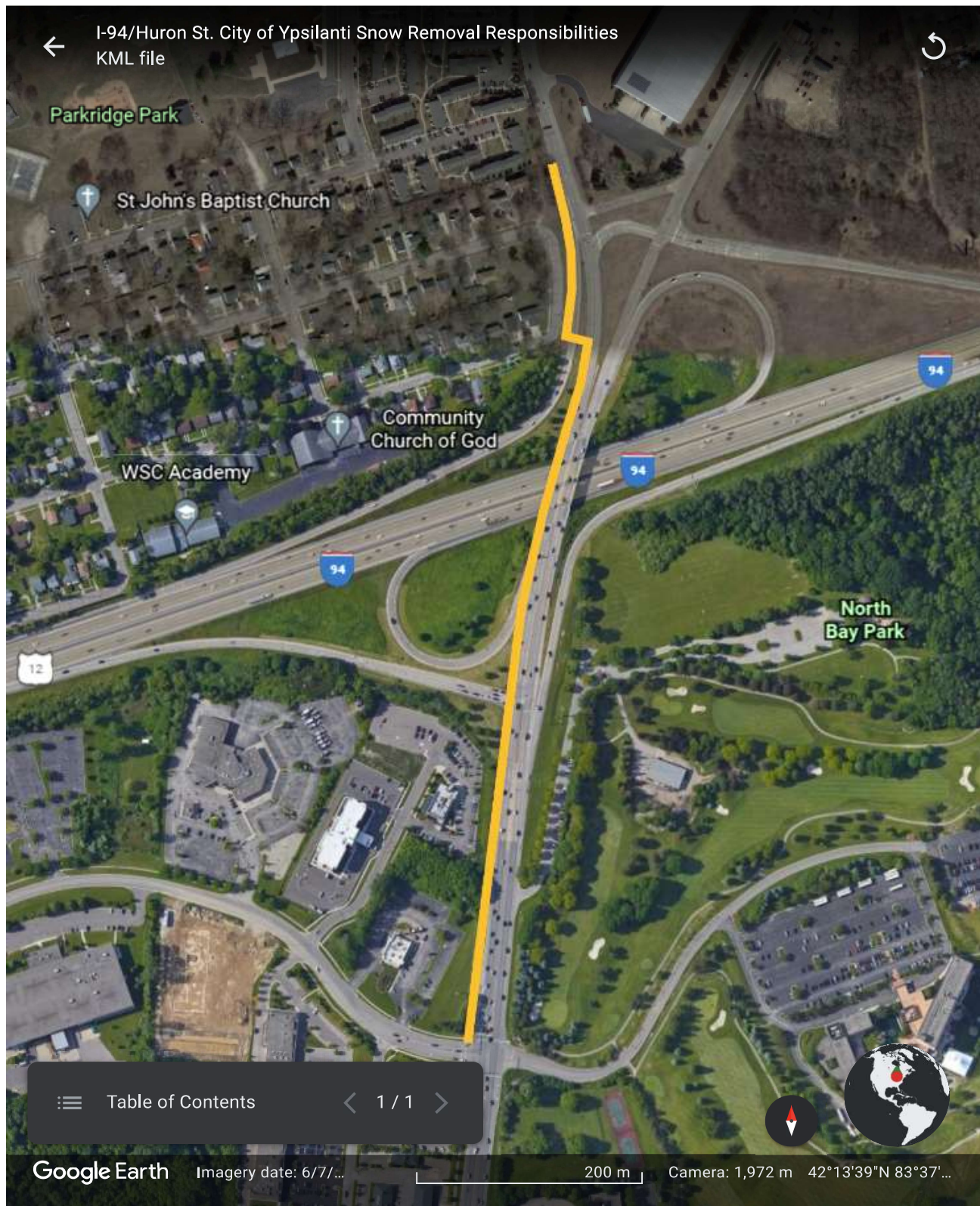
By: _____
Mayor

By: _____
City Clerk

Approved as to form:

John M. Barr, City Attorney





Ypsilanti Township Grass Cutting Cost Estimates Huron/94

Number of days mowing I-94 interchange	36
Estimated Hours to Complete Annual Mowing I-94 Interchange	27

Staffing	
Estimated Straight Time Labor Cost Per Hour (\$15/hour for 4 seasonal employees)	\$60.00
Estimated Number of Straight Time Hours Annually	27
Estimated Straight Time Annual Cost	\$1,620.00

EQUIPMENT	
Estimated Hourly Equipment Rental Fees Per MDOT Guidelines - Mowers (\$25.22/hour/4 mowers)	\$100.88
Estimated Hourly Equipment Rental Fees Per MDOT Guidelines - Trucks (\$11.21/hour/4 trucks)	\$44.84
Estimated Hourly Equipment Rental Fees Per MDOT Guidelines - Trailers (\$10.14/hour/4 trailers)	\$40.56
Estimated Total Cost for Equipment Rental	\$5,029.56

GASOLINE	
Estimated Gasoline Used Per Mow (gallons)	2.00
Cost of Gasoline (per gallon)	\$2.79
Estimated Total Cost of Gasoline per Year	\$150.66

Estimated Annual Mowing Costs (Staffing + Equipment + Gasoline)	\$6,800.22
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Estimated Acres mowed in the City	1.64
Estimated Acres mowed in the Township	1.22
Estimated Total Acres mowed	2.86

Percentage of mowed area in City	57.3%
Percentage of mowed area in Township	42.7%

City Portion of mowing Costs	\$3,899.43
Township Portion mowing Costs	\$2,900.79

City of Ypsilanti Estimated Snow Removal Costs for Huron/94 Non-Motorized Crossing	
Mean Number of Days with Snowfall 0.25 - 3 Inches or Greater 2000-2021 (NOAA)	22
Mean Number of Days with Snowfall 3 Inches or Greater 2000-2021 (NOAA)	5
Estimated Mean Hours to Complete Snow Removal on Non-Motorize Path	2
Estimated Straight Time Labor Cost Per Hour (Including Fringe Benefits)	\$38.63
Estimated Overtime Labor Cost Per Hour (Including Fringe Benefits)	\$57.95
Estimated Hourly Equipment Rental Fees Per MDOT Guidelines	\$82.02
Estimated Salt Used Per Removal (pounds)	250
Cost of Salt (per ton)	\$54.05
Estimated Salt Costs	\$6.76
Estimated Total (Labor + Equipment Rental) Hourly Costs Straight Time	\$120.65
Estimated Total (Labor + Equipment Rental) Hourly Costs Overtime	\$139.97
Estimated Number of Straight Time Hours Annually	44
Estimated Number of Overtime Hours Annually	10
Estimated Straight Time Annual Cost	\$5,308.60
Estimated Overtime Annual Cost	\$1,399.70
Estimated Total Snow Removal Costs (Straight Time Cost + Overtime Cost + Salt Cost)	\$6,715.06
Estimated Linear Feet of Trail in City (Linear Feet)	1800
Estimated Linear Feet of Trail in Township (Linear Feet)	1700
Estimated Total Linear Feet of Trail	3500
Percentage of Trail in City	51.4%
Percentage of Trail in Township	48.6%
City Portion of Snow Removal Costs	\$3,453.46
Township Portion of Snow Removal Costs	\$3,261.60

Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARRELL ROE
Treasurer
STAN ELDRIDGE
Trustees
JOHN P. NEWMAN II
GLORIA PETERSON
DEBBIE SWANSON
JIMMIE WILSON, JR.



Charter Township of Ypsilanti

Clerk's Office

7200 S. Huron River
Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156

March 16, 2022

Ron Akers
DPS Director, City of Ypsilanti
1 S. Huron St.
Ypsilanti, MI 48197

Re: ***Request to Approve an Intergovernmental Agreement with the City of Ypsilanti***

At the regular meeting held on March 15, 2022, the Charter Township of Ypsilanti Board of Trustees approved an intergovernmental agreement with the City of Ypsilanti for maintenance of the proposed trail over I-94.

Attached is a copy of the agreement. Once signed, please return to my office. A fully executed copy of the agreement will be forwarded to you.

Should you have any questions, please contact my office.

Sincerely,

A black rectangular box redacting the signature of Heather Jarrell Roe.

Heather Jarrell Roe
Clerk

Enclosure

cc: Michael Hoffmeister, Residential Services Director
Files



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: April 5, 2022
To consider approval of an agreement between the City of Ypsilanti and the Michigan Economic Development Corporation to accept a Michigan Enhancement Grant for improvements to the Parkridge Park softball field.
SUBJECT: field.

DESCRIPTION:

To consider approval of an agreement between the City of Ypsilanti and the Michigan Economic Development Corporation to accept a Michigan Enhancement Grant for improvements to the Parkridge Park softball field.

SUMMARY:

Due to the efforts of city residents and Senator Irwin's office, the City of Ypsilanti was able to obtain a \$50,000 Michigan Enhancement grant to make improvements to the softball field at Parkridge Park. The specified improvements include the permanent bases and benches, replacing the aggregate for the diamond, and construction of dugout covers. Upon approval staff will begin to put together an RFP and scope of work for the improvement of the softball field and work with various stakeholders to ensure that the field is completed within the timeframes required by the State.

RECOMMENDED ACTION:

Staff recommends City Council authorize the Mayor and the City Clerk to execute the agreement between the City of Ypsilanti and the Michigan Economic Development Corporation for improvements to the Parkridge Park softball field, subject to the review of the City Attorney.

ATTACHMENTS: Proposed Agreement

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-077
April 5, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti was awarded a \$50,000 grant from the State to make improvements to the softball field at Parkridge Park; and,

WHEREAS, it is necessary for the City to enter into an agreement with the Michigan Economic Development Corporation (MEDC) to accept that grant; and,

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti City Council approves the grant agreement with the MEDC; and

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

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
5 day of April 2022

#Resolution No. 2022-077

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION
GRANT WITH
CITY OF YPSILANTI**

The Michigan Economic Development Corporation (the "MEDC") enters into a binding agreement (the "Agreement") with City of Ypsilanti (the "Grantee"). As used in this Agreement, the MEDC and Grantee are sometimes individually referred to as a "Party" and collectively as "Parties."

Grantee: City of Ypsilanti
1 South Huron Street
Ypsilanti, Michigan 48197

- I. NATURE OF SERVICES.** The purpose of this Agreement is to provide funding to the Grantee to make improvements, consistent with little league standards, to the softball diamond at Parkridge Park in Ypsilanti, Michigan, including the installation of a new digitized scoreboard, permanent bases and benches, improving electrical infrastructure, placement of new aggregate for diamond, and construction of dugout cover(s) (the "Grant Activities").

II. PERFORMANCE SCHEDULE.

Starting Date: October 1, 2021

Ending Date: December 31, 2022

The term of this Agreement (the "Term") shall commence on the Starting Date and shall continue until the occurrence of an event described in Section IX of this Agreement.

- III. INCORPORATION BY REFERENCE.** The following documents are incorporated by reference as binding obligations, term, and conditions of the Agreement.

Exhibit A: Grantee's Budget

In the event of any inconsistency between the provisions of Exhibit A and this Agreement, the provisions of this Agreement shall control.

IV. PAYMENT SCHEDULE INFORMATION.

- A.** The MEDC agrees to pay the Grantee a sum not to exceed Fifty Thousand Dollars (\$50,000) (the "Grant"). A disbursement of 50% of the funds may be made following Grant Agreement execution and authorization by the Grant Administrator. Additional funds shall only be disbursed after verification that the previous payment has been expended, in full, in accordance with the Agreement.

- B. Payment(s) under this Agreement shall be made by the MEDC to Grantee upon receipt and approval by the Grant Administrator of Grantee's billing statement(s) stating that the work for which payment is requested has been appropriately performed. Grantee shall provide Grantee's billing statement(s) to Grant Administrator or at Grant Administrator's direction. Grant Administrator shall provide Grantee with appropriate submission instructions of Grantee's billing statement(s).
 - C. MEDC requires that payments under this Agreement be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).
 - D. The Grantee agrees that all funds shown in the Budget, described in Exhibit A, are to be spent as specified. This Agreement does not commit the MEDC to approve requests for additional funds during or beyond this Grant period.
 - E. Changes in the Budget will be allowed only upon prior review and written approval by the Grant Administrator.
 - F. Grantee's billing statement(s) may be subject to a final audit prior to the release of final payment.
- V. **MEDC GRANT ADMINISTRATOR.** The Grantee must communicate with the MEDC representative named below or his or her designee regarding this Agreement. The Grant Administrator may be changed, at any time, at the discretion of the MEDC.

Kristyn Blackmer (the "Grant Administrator")
Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
blackmerk1@michigan.org

VI. **GRANTEE DUTIES.**

- A. The Grantee agrees to submit documentation of the expenditures of funds in accordance with Exhibit A and submit quarterly progress reports in a form and to the satisfaction of the MEDC, that provides at a minimum the status of the project and an accounting of all funds expended on Grant Activities during that quarter.

VII. RELATIONSHIP OF THE PARTIES.

- A.** Due to the nature of the services described herein and the need for specialized skill and knowledge of Grantee, the MEDC is entering into this Agreement with Grantee. As a result, neither Grantee nor any of its employees or agents is or shall become an employee of the MEDC due to this Agreement.
- B.** Grantee will provide the services and achieve the results specified in this Agreement free from the direction or control of the MEDC as to means and methods of performance.
- C.** The MEDC is not responsible for any insurance or other fringe benefits, including, but not limited to, Social Security, Worker's Compensation, income tax withholdings, retirement or leave benefits, for Grantee or its employees. Grantee assumes full responsibility for the provision of all such insurance coverage and fringe benefits for its employees.
- D.** All tools, supplies, materials, equipment, and office space necessary to carry out the services described in this Agreement are the sole responsibility of Grantee unless otherwise specified herein.
- E.** Grantee shall retain all control of its employees and staffing decisions independent of the direction and control of the MEDC.

VIII. ACCESS TO RECORDS. During the Term, and for seven (7) years after the Ending Date, the Grantee shall maintain reasonable records, including evidence that the services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MEDC or their authorized representative at any time during this period.

IX. TERMINATION. This Agreement shall terminate upon the earlier of the following:

- A.** The Ending Date.
- B.** Termination by the MEDC, by giving thirty (30) calendar days prior written notice to the Grantee. In the event that the Legislature of the State of Michigan the State Government, or any State official, commission, authority, body, or employee or the federal government (a) takes any legislative or administrative action which fails to provide, terminates, or reduces the funding necessary for this Agreement; or (b) takes any legislative or administrative action, which is unrelated to the source of funding for the Grant, but which affects the MEDC's ability to fund and administer this Agreement and other MEDC programs, provided, however, that in the event such action results in an immediate absence or termination of funding, cancellation may be made effective immediately upon delivery of notice to the Grantee.

C. Termination by the MEDC pursuant to Section XIX of this Agreement.

- X. **MEDC EMPLOYEES.** The Grantee will not hire any employee of the MEDC to perform any services covered by this agreement without prior written approval from the Chief Executive Officer of the MEDC.
- XI. **CONFIDENTIAL INFORMATION.** Except as required by law, the Grantee shall not disclose any information, including targeted business lists, economic development analyses, computer programs, databases, and all materials furnished to the Grantee by the MEDC without the prior written consent of the MEDC. All information described in this Section shall be considered "Confidential Information" under this Agreement. Confidential Information does not include: (a) information that is already in the possession of, or is independently developed by, Grantee; (b) becomes publicly available other than through breach of this Agreement; (c) is received by Grantee from a third party with authorization to make such disclosures; or (d) is released with MEDC's written consent.
- XII. **PUBLICATIONS.** Except for Confidential Information, the MEDC hereby agrees that researchers funded with the Grant shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses, or dissertations, or otherwise of their own choosing, the methods and results of their research. Grantee shall at its sole discretion and at its sole cost and expense, prior to publication, seek intellectual property protection for any Inventions (as described in Section XIII) if commercially warranted. Grantee shall submit to the MEDC a listing of articles that Grantee has submitted for publication resulting from work performed hereunder in its quarterly report to the MEDC. Grantee shall acknowledge the financial support received from the MEDC, as appropriate, in any such publication.
- XIII. **INTELLECTUAL PROPERTY RIGHTS.** Grantee shall retain ownership to the entire right, title, and interest in any new inventions, improvements, or discoveries developed or produced under this Grant, including, but not limited to, concepts know-how, software, materials, methods, and devices ("Inventions") and shall have the right to enter into license agreements with industry covering Inventions.
- XIV. **CONFLICT OF INTEREST.** Except as has been disclosed to the MEDC, Grantee affirms that neither the Grantee nor its Affiliates or their employees has, shall have, or shall acquire any contractual, financial business, or other interest, direct or indirect, that would conflict in any manner with Grantee's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Grantee further affirms that neither Grantee nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Grantee or its affiliates or either's employees on behalf of the MEDC

would be influenced. Grantee shall not attempt to influence any MEDC employee by the direct or indirect offer of anything of value. Grantee also affirms that neither Grantee, nor its Affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Grantee or its Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Grantee will inform the MEDC regarding possible conflicts of interest which may arise as a result of such change. Grantee agrees that conflicts of interest shall be resolved to the MEDC's satisfaction or the MEDC may terminate this Agreement. As used in this Paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

- XV. INDEMNIFICATION AND GRANTEE LIABILITY INSURANCE.** The Grantee shall indemnify, defend and hold harmless the MEDC, its corporate board of directors, executive committee members including its participants, its corporate board of directors, its officers, agents, and employees (the "Indemnified Persons") from any damages that it may sustain through the negligence of the Grantee pertaining to the performance of this Agreement.

The Grantee shall maintain such insurance to protect the Indemnified Persons from claims that might arise out of or as a result of the Grantee's operations; however, Grantee's indemnification obligation shall not be limited to the limits of liability imposed under the Grantee's insurance policies. The Grantee will provide and maintain its own general liability, property damage, and Worker's Compensation insurance. The insurance shall be written for not less than any limits of liability required by law for the Grantee's obligation for indemnification under this Agreement.

- XVI. TOTAL AGREEMENT.** This Agreement, together with Exhibit A incorporated herein, is the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the Parties reduced to writing and signed.

- XVII. ASSIGNMENT/TRANSFER/SUBCONTRACTING.** Except as contemplated by this Agreement, the Grantee shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MEDC. Any future successors of the Grantee will be bound by the provisions of this Agreement unless the MEDC otherwise agrees in a specific written consent. The MEDC reserves the right to approve subcontractors for this Agreement and to require the Grantee to replace subcontractors who are found to be unacceptable.

- XVIII. COMPLIANCE WITH LAWS.** The Grantee is not and will not during the Term be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees, or other requirements imposed by any governmental authority to which it is subject, and will not fail to obtain any licenses, permits, or other governmental authorizations necessary to carry out its duties under this Agreement.
- XIX. DEFAULT.** The occurrence of any one or more of the following events or conditions shall constitute an "Event of Default" under this Agreement, unless a written waiver of the Event of Default is signed by the MEDC: (a) any representation, covenant, certification, or warranty made by the Grantee shall prove incorrect at the time that such representation, covenant, certification, or warranty was made in any material respect; (b) the Grantee's failure generally to pay debts as they mature, or the appointment of a receiver or custodian over a material portion of the Grantee's assets, which receiver or custodian is not discharged within sixty (60) calendar days of such appointment; (c) any voluntary bankruptcy or insolvency proceedings are commenced by the Grantee; (d) any involuntary bankruptcy or insolvency proceedings are commenced against the Grantee, which proceedings are not set aside within sixty (60) calendar days from the date of institution thereof; (e) any writ of attachment, garnishment, execution, tax lien, or similar writ is issued against any property of the Grantee, which is not removed within sixty (60) calendar days. (f) the Grantee's failure to comply with the reporting requirements hereof; (g) the Grantee's failure to comply with any obligations or duties contained herein; and on (h) Grantee's use of the Grant funds for any purpose not contemplated under this Agreement.
- XX. AVAILABLE REMEDIES.** Upon the occurrence of any one or more of the Events of Default, the MEDC may terminate this Agreement immediately upon notice to the Grantee. The termination of this Agreement is not intended to be the sole and exclusive remedy in case any Event of Default shall occur and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law or equity.
- XXI. REIMBURSEMENT.** If this Grant is terminated as a result of Section XIX(h) hereof, the MEDC shall have no further obligation to make a Grant disbursement to the Grantee. The Grantee shall reimburse the MEDC for disbursements of the Grant determined to have been expended for purposes other than as set forth herein as well as any Grant funds, which were previously disbursed but not yet expended by the Grantee.
- XXII. NOTICES.** Any notice, approval, request, authorization, direction, or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes: (a) on the delivery date if delivered by electronic mail or by confirmed facsimile; (b) on the delivery date if delivered personally to the Party to whom the same is directed; (c) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (d) Three business days after the mailing date, whether or not actually

received, if sent by U.S. mail, return receipt requested, postage, and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's facsimile number or electronic mail address, to be as reasonably identified by notifying Party. The MEDC and Grantee may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

XXIII. ACCESS TO RECORDS AND INSPECTION RIGHTS. During the Term, there will be frequent contact between the Grant Administrator and the Grantee. Until the end of the Term, to enable the MEDC to monitor and ensure compliance with the terms of this Agreement, the Grantee shall permit the MEDC to visit the Grantee, and any other location where books and records of the Grantee are normally kept, to inspect the books and records, including financial records and all other information and data relevant to the terms of this Agreement, including the expenditure of the Grant disbursements; provided, however, that such audit right shall survive the end of the Term by three (3) years. At such visits, the Grantee shall permit any employee or agent of the MEDC to make copies or extracts from information and to discuss the affairs, finances, and accounts of the Grantee related to this Agreement with its officers, employees, or agents. The MEDC shall have the right to remove, photocopy, photograph, or otherwise record in any way any part of such books and records with the prior written consent of the Grantee, which consent shall not be unreasonably withheld.

XXIV. GOVERNING LAW. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The terms of this provision shall survive the termination or cancellation of the Agreement.

XXV. COUNTERPARTS AND COPIES. The Parties hereby agree that the faxed signatures of the Parties to this Agreement shall be as binding and enforceable as original signatures; and that this Agreement may be executed in multiple counterparts with the counterparts together being deemed to constitute the complete agreement of the Parties. Copies (whether photostatic, facsimile or otherwise) of this Agreement may be made and relied upon to the same extent as though such copy was an original.

XXVI. JURISDICTION. In connection with any dispute between the Parties under this Agreement, the Parties hereby irrevocably submit to jurisdiction and venue of the Michigan circuit courts of the State of Michigan located in Ingham County. Each Party hereby waives and agrees not to assert, by way of motion as a defense or otherwise in any such action any claim; (a) that it is not subject to the jurisdiction of such court; (b) that the action is brought in an inconvenient forum; (c) that the venue of the suit, action, or other proceeding is improper; or (d) that this Agreement

or the subject matter of this Agreement may not be enforced in or by such court.

XXVII. SEVERABILITY. All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void, or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality, or unenforceability.

XXVIII. PUBLICITY. At the request and expense of the MEDC, the Grantee will cooperate with the MEDC to promote the Grant Activities through one or more of the placement of a sign, plaque, media coverage, or other public presentation at the project or other location acceptable to the Parties.

XXIX. SURVIVAL. The terms and conditions of sections VII, VIII, XI, XV, XVII, XXIV, XXVI, and XXVII shall survive termination of this Agreement.

The signatories below warrant that they are empowered to enter into this Agreement.

GRANTEE ACCEPTANCE:

City of Ypsilanti

Dated: _____

Frances McMullan
City Manager

MEDC ACCEPTANCE:

Michigan Economic Development Corporation

Dated: _____

Christin Armstrong
Secretary

EXHIBIT A
Grantee’s Budget

Michigan Enhancement Grant Project Budget

1. Grantee: City of Ypsilanti		2. Project Title: Parkridge Park Softball Field Improvements			
3. Project Cost Elements		4. Funding Sources			
Activities	Other/Additional Notes	Michigan Enhancement Grant	Local Funding	Other Funding	Total
Park/Playground Improvements	Softball Field Improvements	\$50,000.00	\$5,000.00		\$55,000.00
	Total	\$50,000.00	\$5,000.00	\$-	\$55,000.00



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: April 5, 2022
SUBJECT: Recycling and Organics infrastructure Grant Agreement for the Purchase of Recycling Carts

DESCRIPTION:

Recycling and Organics infrastructure Grant Agreement for the Purchase of Recycling Carts

SUMMARY:

The City of Ypsilanti has been awarded a Recycling and Organics Infrastructure grant for the purchase of recycling carts for eligible households in the City. The scope of the grant includes the purchase of 96 gallon recycling carts for all properties eligible for our curbside collection program. This includes properties which have one to four housing units. Upon approval staff will be working with a cart manufacturer regarding the logistics of the manufacturing and delivery of these carts.

The amount of this grant is for \$252,870 and it is anticipated that the funding will cover 80% of the cost of the recycling carts. The city was also preliminarily awarded an additional grant from an organization called the Recycling Partnership which is anticipated to cover the other 20% of the project cost. Council will see a grant agreement from them in an upcoming meeting. The anticipated net cost to the city related to this project is approximately \$5,000 which is mainly to cover expenses related to public engagement.

Staff is planning a future presentation to City Council regarding some opportunities to begin to add some additional multifamily properties into our curbside collection program. There should be enough funding within the grants to begin to provide carts for some additional multifamily units, but in order to accommodate these additional properties we would need to transition from a weekly collection to a once every 2-week collection cycle. Staff is still working on details for this plan and it will be presented at an upcoming council meeting for consideration.

RECOMMENDED ACTION:

Staff recommends City Council authorizes the Mayor and City Clerk to sign the Recycling and Organics Infrastructure grant agreement between the City of Ypsilanti and the Michigan Department of Environment, Great lakes, and Energy.

ATTACHMENTS: Grant agreement

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-078
April 5, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti has been awarded a Recycling and Organics Infrastructure Grant for the purchase of recycling carts for eligible properties in the city; and,

WHEREAS, the Michigan Department of Environment, Great Lakes, and Energy has provided an agreement for the City to accept the grant; and,

WHEREAS, the grant will allow the city to purchase recycling carts, furthering the city's goal to increase the volume of recycling within the community;

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti authorizes the Mayor and the City Clerk to sign the Recycling and Organics Infrastructure grant agreement, subject to a review by the City Attorney.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
5 day of April 2022

#Resolution No. 2022-078



**RECYCLING AND ORGANICS INFRASTRUCTURE GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND CITY OF YPSILANTI**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division ("State"), and City of Ypsilanti ("Grantee").
The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in Public Act No: 0166 of 2020. This Agreement is subject to the terms and conditions specified herein.

Project Name: Curbside Cart Roll Out
Amount of grant: \$252,870.00
Amount of match: \$63,218.00 = 20%
Start Date (date executed by EGLE): _____

Project #: _____
% of grant state 100 % of grant federal 0
Project Total: \$316,088.00 (grant plus
match) End Date: September 30, 2023

GRANTEE CONTACT:

Ron Akers
Name/Title
City of Ypsilanti
Organization
14 W Forest
Address
Ypsilanti, Mi 48197
Address
734-483-1421
Telephone number

Fax number
rakers@cityofypsilanti.com
E-mail address
38-6004750
Federal ID number – (Required for Federal Funding)
13-133-6260
Grantee DUNS number - (Required for Federal
Funding)

STATE'S CONTACT:

Jeff Krcmarik
Name/Title
Materials Mgt Division/Kalamazoo Office
Division/Bureau/Office
7953 Adobe Rd.
Address
Kalamazoo, MI 49009
Address
269-615-2912
Telephone number

Fax number
krcmarikj@michigan.gov
E-mail address

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

FOR THE GRANTEE:

Signature

Name/Title

Date

FOR THE STATE:

Signature
Elizabeth M. Browne, Director, Materials Management Division
Name/Title

Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement [other than budget line-item revisions less than 10 percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) All products shall acknowledge that the project was supported in whole or in part by Recycling Program, EGLE, per the guidelines provided by the program.

(D) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2).

"'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement 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, as defined in 45 CFR 1185; 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 subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) An amount equal to 5 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

GRANT APPLICATION; PROJECT SCOPE

The scope of this project is outlined in the Grantee's approved Fiscal Year 2021 Recycling and Organics Infrastructure Grant Program Proposal, which is included in this Agreement in Appendix B, as well as any subsequent modifications to the original grant proposal as approved by the State. The grantee shall adhere to the budget, tasks, deliverables, and timeline identified in Appendix B.

GRANT REIMBURSEMENT PROCESS

The Grantee is responsible for the payment of all eligible costs necessary to complete the project. The Grantee shall submit reimbursement requests to the State which specify the time period covered by the reimbursement request and the payments made by the Grantee during the time period. Grant reimbursements will be for up to 80 percent of the documented purchase expenditures, not to exceed the awarded grant amount, less a 5 percent retention amount that will be released upon approval of the final report. The final report is due six months after the infrastructure item(s) have been purchased, installed, and/or constructed, but no later than September 29, 2024. Grantees must agree to supply data related to the project for up to five years from the project end date as requested by EGLE.

All grants are paid through a reimbursement process. All grantees will submit proof of payment (i.e., canceled checks, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods to EGLE proving that the vendor has been paid prior to receiving reimbursement from the grant program. Reimbursement must be requested in conjunction with required, quarterly progress reports. Total payment made to the Grantee by the State shall not exceed the amount identified in this grant agreement. Any costs associated with the project that exceed the awarded grant amount shall be the responsibility of the Grantee. Reimbursement forms will be available on the EGLE's Recycling Program website located at Michigan.gov/MiRecycles.

The Grantee is responsible for ensuring that all partner entities fulfill their commitments under the grant proposal.

The Grantee is responsible for ensuring that all products requiring reimbursement acknowledge that the project was supported in whole or in part by the EGLE Recycling Grant Program.

RECAPTURE

The Grantee is hereby notified and hereby acknowledges that the Grant is subject to recapture and that the Grantee will incur an obligation to repay the Grant (the "Recapture Obligation") immediately, in full, if:

- a. it fails to comply with the entirety of the grantee's grant application attached, including all budget, tasks and timeline;
- b. it sells, exchanges, or disposes of any equipment described in this Agreement without the Grantor's written approval; or
- c. the State of Michigan determines that there has been a default under the Agreement and seeks reimbursement.

In the event that the Grantee becomes liable for a Recapture Obligation, it shall satisfy the Recapture Obligation within the time specified in the written notice thereof to the Grantee by the Grantor.

The Grantee's obligation under this sub-section shall survive five years beyond the term of this Agreement.

REPORTING REQUIREMENTS

The Grantee shall comply with all reporting requirements of the State during the Agreement Period. A reporting calendar can be found in Section IV of the boilerplate agreement language.

QUARTERLY REPORTS

The Grantee shall submit the final quarterly status and financial report, including all supporting documentation for expenses, by September 30, 2023.

Quarterly progress and financial reports must be submitted at least every three months during the Agreement Period, even if no funds were expended. Provide the following narrative using the numbers and headings listed below:

I. SUMMARY OF ACTIONS TAKEN DURING THE CURRENT PERIOD

- A. Describe the tasks completed and how project funds were expended during the time period covered by the report. If no funds were expended during the current period, include a statement to that effect, along with an explanation and a description of tasks completed during the period.
- B. If any products were developed during the time period covered by the report, include a copy of the products with the report.

II. SUMMARY OF ACCOMPLISHMENTS DURING THIS PERIOD

- A. Goals and objectives as set forth in the grant application and grant contract. List the project's stated goals and objectives and describe how the project is meeting them.
- B. Additional project accomplishments not included in original project goals and objectives.
- C. Project data: Provide any data collected during the current period, as described in the grant application incorporated with this contract. Attach available documentation which supports the data. If the data provided covers a previous reporting period, specify the dates which the data is from.

III. SUMMARY OF REMAINING ACTIONS TO BE TAKEN

- A. Describe the remaining tasks to be completed and indicate whether or not these tasks will be completed within the approved project schedule. For tasks which will not be completed within the approved project schedule, discuss the reasons for the delay and provide the revised task completion date.

IV. PROBLEMS ENCOUNTERED DURING THIS PERIOD

- A. Identify any problems encountered during the current reporting period and explain how they were resolved. Describe the impact these problems have had or will have on project design, completion, and operations. If at any time the Grantee becomes aware that any materials collected or processed in association with grant purchases are being disposed, the Grantee must immediately notify EGLE and must document the issue in the next quarterly report. The Grantee must also submit for EGLE review the steps that will be taken to address the issue and the expected timeframe for resolution.

V. ADDITIONAL COMMENTS

- A. Provide any additional comments relevant to the status of the project and its operations.

VI. FINANCIAL DOCUMENTATION

- A. Provide required documentation for funds expended during the reporting period, including proof of payment and proof of receipt of goods.

FINAL PROJECT REPORT

The purpose of the final project report is to provide the State with data on your project and a narrative discussion about your project, including an evaluation of the project to date. The final report is due six months after the infrastructure item(s) have been purchased and/or constructed, but no later than September 29, 2024. Retained funds will be forfeited by the Grantee if the final report is not accepted.

Identify the time period covered by the final project report. Provide the following narrative information using the numbers and headings listed below:

I. PROJECT DESCRIPTION

- A. Provide a description of the project funded.
- i. Provide a 4-5 sentence summary of the project.
 - ii. Include any news articles and/or photographs as appropriate.
 - iii. Include the date project operations began and a discussion of the current status of project operations.
- B. List and explain the steps involved in completing the project, from planning through implementation to ongoing operations. Include the dates of major project activities and events.
- C. List and discuss other entities (e.g., companies, nonprofit groups, local units of government) that played a role in planning and implementing the project and briefly describe their role. Describe any formal agreements that were entered into as a part of project implementation.

II. PROJECT DATA

A. Diversion rate, participation rate, and geographical area.

- i. For the time period covered by this report, provide the quantity of recyclable or organic materials diverted, in tons or cubic yards /time period. Specify which recyclable or organic materials are included in this reported volume. Describe the methods for measuring these quantities.
- ii. Provide diversion rates prior to the grant project, if known.
- iii. For the time period covered by this report, provide information on the number of people and/or number of households/units served by the project. Describe the methods for measuring these numbers.
- iv. Provide information on the number of people and/or number of households/units served prior to the grant project, if known.
- v. For the time period covered by this report, provide information on the geographical area served by the project.
- vi. Provide previous information on the geographical area served by the program prior to the current grant project.

B. Provide the following information for all education and outreach activities related to the grant project, as applicable:

- i. Types of groups (audience) targeted.
- ii. Types of promotional materials developed.
- iii. Methods used to distribute information or materials.
- iv. Planned/future educational efforts.

III. PROJECT COSTS: Provide the following information regarding costs required to implement the project:

- A. Provide the dollar amounts and a description of all program related capital costs which have been incurred during the time period covered by this report. Identify the specific dates these costs were incurred.
- B. For the time period covered by this report, provide the dollar amounts and a description of all additional costs (beyond match) required to complete the project. Identify the specific dates these costs were incurred.
- C. For the time period covered by this report, provide the dollar amount and a description of the costs needed to operate the project.
- D. Describe the funding mechanisms utilized to operate and maintain the project activities.

IV. PROJECT EVALUATION

- A. Goals and Objectives. Summarize each of the project's goals and objectives as stated in your original proposal. Discuss (in both narrative and numerical terms) how well you are meeting each goal and objective. For each goal or objective that is not being met, discuss why.
- i. If the project goals and objectives have changed from those that were originally established, discuss how and why. Also, discuss how these changes have impacted the final project.
 - ii. Recovery/Access/Participation Goals: As a part of the above discussion of project goals and objectives, identify the increase in either volume collected (in tons or cubic yards per year) by material type, or geographical access/population served that the project is currently achieving. If the project is not meeting its goals, provide a discussion on why these goals are not being met. Also, indicate what steps you are taking in order to meet the stated goals in the future, and provide a timeframe for meeting these goals.
- B. Discuss any project accomplishments not included in the project's original goals and objectives.
- C. Discuss the economic impact the project has had on the local economy. Include information on new jobs created and sustained and any other relevant economic information.
- D. List and describe all significant problems encountered during project implementation, including any cost overruns, institutional barriers, local issues, etc. Describe how the problems were addressed and resolved. Describe any impact these problems had in project design, implementation and/or ongoing operations.
- E. Describe the most successful components of the project and explain why you think they are successful.
- F. Describe the least successful components of the project and explain why you think they are not successful.
- G. Lessons Learned. Discuss any conclusions you have made about the technical and economic feasibility of carrying out a similar project. Identify what you would do differently if you were to carry out a similar project, and why.
- H. Provide a description of the motivation for pursuing this grant opportunity and how the need for the project was identified.

V. ADDITIONAL COMMENTS

- A. Provide any additional information relevant to the status of the project and its operations.
- B. Provide a description of opportunities that you may have identified after implementing this grant.

The quarterly and final project report must be signed by the authorized contact person for the project. Indicate any name, address or telephone number changes for the contact person and/or the project.

Submit the quarterly and final project reports to the attention of the State's contact at the following email address:

EGLE-RecyclingGrant@michigan.gov

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APPENDIX B

WORKPLAN, TIMELINE, BUDGET, APPLICATION

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I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement [other than budget line-item revisions less than 10 percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) All products shall acknowledge that the project was supported in whole or in part by Recycling Program, EGLE, per the guidelines provided by the program.

(D) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

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The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

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XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement 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, as defined in 45 CFR 1185; 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 subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) An amount equal to 5 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

GRANT APPLICATION; PROJECT SCOPE

The scope of this project is outlined in the Grantee's approved Fiscal Year 2021 Recycling and Organics Infrastructure Grant Program Proposal, which is included in this Agreement in Appendix B, as well as any subsequent modifications to the original grant proposal as approved by the State. The grantee shall adhere to the budget, tasks, deliverables, and timeline identified in Appendix B.

GRANT REIMBURSEMENT PROCESS

The Grantee is responsible for the payment of all eligible costs necessary to complete the project. The Grantee shall submit reimbursement requests to the State which specify the time period covered by the reimbursement request and the payments made by the Grantee during the time period. Grant reimbursements will be for up to 80 percent of the documented purchase expenditures, not to exceed the awarded grant amount, less a 5 percent retention amount that will be released upon approval of the final report. The final report is due six months after the infrastructure item(s) have been purchased, installed, and/or constructed, but no later than September 29, 2024. Grantees must agree to supply data related to the project for up to five years from the project end date as requested by EGLE.

All grants are paid through a reimbursement process. All grantees will submit proof of payment (i.e., canceled checks, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods to EGLE proving that the vendor has been paid prior to receiving reimbursement from the grant program. Reimbursement must be requested in conjunction with required, quarterly progress reports. Total payment made to the Grantee by the State shall not exceed the amount identified in this grant agreement. Any costs associated with the project that exceed the awarded grant amount shall be the responsibility of the Grantee. Reimbursement forms will be available on the EGLE's Recycling Program website located at Michigan.gov/MiRecycles.

The Grantee is responsible for ensuring that all partner entities fulfill their commitments under the grant proposal.

The Grantee is responsible for ensuring that all products requiring reimbursement acknowledge that the project was supported in whole or in part by the EGLE Recycling Grant Program.

RECAPTURE

The Grantee is hereby notified and hereby acknowledges that the Grant is subject to recapture and that the Grantee will incur an obligation to repay the Grant (the "Recapture Obligation") immediately, in full, if:

- a. it fails to comply with the entirety of the grantee's grant application attached, including all budget, tasks and timeline;
- b. it sells, exchanges, or disposes of any equipment described in this Agreement without the Grantor's written approval; or
- c. the State of Michigan determines that there has been a default under the Agreement and seeks reimbursement.

In the event that the Grantee becomes liable for a Recapture Obligation, it shall satisfy the Recapture Obligation within the time specified in the written notice thereof to the Grantee by the Grantor.

The Grantee's obligation under this sub-section shall survive five years beyond the term of this Agreement.

REPORTING REQUIREMENTS

The Grantee shall comply with all reporting requirements of the State during the Agreement Period. A reporting calendar can be found in Section IV of the boilerplate agreement language.

QUARTERLY REPORTS

The Grantee shall submit the final quarterly status and financial report, including all supporting documentation for expenses, by September 30, 2023.

Quarterly progress and financial reports must be submitted at least every three months during the Agreement Period, even if no funds were expended. Provide the following narrative using the numbers and headings listed below:

I. SUMMARY OF ACTIONS TAKEN DURING THE CURRENT PERIOD

- A. Describe the tasks completed and how project funds were expended during the time period covered by the report. If no funds were expended during the current period, include a statement to that effect, along with an explanation and a description of tasks completed during the period.
- B. If any products were developed during the time period covered by the report, include a copy of the products with the report.

II. SUMMARY OF ACCOMPLISHMENTS DURING THIS PERIOD

- A. Goals and objectives as set forth in the grant application and grant contract. List the project's stated goals and objectives and describe how the project is meeting them.
- B. Additional project accomplishments not included in original project goals and objectives.
- C. Project data: Provide any data collected during the current period, as described in the grant application incorporated with this contract. Attach available documentation which supports the data. If the data provided covers a previous reporting period, specify the dates which the data is from.

III. SUMMARY OF REMAINING ACTIONS TO BE TAKEN

- A. Describe the remaining tasks to be completed and indicate whether or not these tasks will be completed within the approved project schedule. For tasks which will not be completed within the approved project schedule, discuss the reasons for the delay and provide the revised task completion date.

IV. PROBLEMS ENCOUNTERED DURING THIS PERIOD

- A. Identify any problems encountered during the current reporting period and explain how they were resolved. Describe the impact these problems have had or will have on project design, completion, and operations. If at any time the Grantee becomes aware that any materials collected or processed in association with grant purchases are being disposed, the Grantee must immediately notify EGLE and must document the issue in the next quarterly report. The Grantee must also submit for EGLE review the steps that will be taken to address the issue and the expected timeframe for resolution.

V. ADDITIONAL COMMENTS

- A. Provide any additional comments relevant to the status of the project and its operations.

VI. FINANCIAL DOCUMENTATION

- A. Provide required documentation for funds expended during the reporting period, including proof of payment and proof of receipt of goods.

FINAL PROJECT REPORT

The purpose of the final project report is to provide the State with data on your project and a narrative discussion about your project, including an evaluation of the project to date. The final report is due six months after the infrastructure item(s) have been purchased and/or constructed, but no later than September 29, 2024. Retained funds will be forfeited by the Grantee if the final report is not accepted.

Identify the time period covered by the final project report. Provide the following narrative information using the numbers and headings listed below:

I. PROJECT DESCRIPTION

- A. Provide a description of the project funded.
- i. Provide a 4-5 sentence summary of the project.
 - ii. Include any news articles and/or photographs as appropriate.
 - iii. Include the date project operations began and a discussion of the current status of project operations.
- B. List and explain the steps involved in completing the project, from planning through implementation to ongoing operations. Include the dates of major project activities and events.
- C. List and discuss other entities (e.g., companies, nonprofit groups, local units of government) that played a role in planning and implementing the project and briefly describe their role. Describe any formal agreements that were entered into as a part of project implementation.

II. PROJECT DATA

A. Diversion rate, participation rate, and geographical area.

- i. For the time period covered by this report, provide the quantity of recyclable or organic materials diverted, in tons or cubic yards /time period. Specify which recyclable or organic materials are included in this reported volume. Describe the methods for measuring these quantities.
- ii. Provide diversion rates prior to the grant project, if known.
- iii. For the time period covered by this report, provide information on the number of people and/or number of households/units served by the project. Describe the methods for measuring these numbers.
- iv. Provide information on the number of people and/or number of households/units served prior to the grant project, if known.
- v. For the time period covered by this report, provide information on the geographical area served by the project.
- vi. Provide previous information on the geographical area served by the program prior to the current grant project.

B. Provide the following information for all education and outreach activities related to the grant project, as applicable:

- i. Types of groups (audience) targeted.
- ii. Types of promotional materials developed.
- iii. Methods used to distribute information or materials.
- iv. Planned/future educational efforts.

III. PROJECT COSTS: Provide the following information regarding costs required to implement the project:

- A. Provide the dollar amounts and a description of all program related capital costs which have been incurred during the time period covered by this report. Identify the specific dates these costs were incurred.
- B. For the time period covered by this report, provide the dollar amounts and a description of all additional costs (beyond match) required to complete the project. Identify the specific dates these costs were incurred.
- C. For the time period covered by this report, provide the dollar amount and a description of the costs needed to operate the project.
- D. Describe the funding mechanisms utilized to operate and maintain the project activities.

IV. PROJECT EVALUATION

- A. Goals and Objectives. Summarize each of the project's goals and objectives as stated in your original proposal. Discuss (in both narrative and numerical terms) how well you are meeting each goal and objective. For each goal or objective that is not being met, discuss why.
- i. If the project goals and objectives have changed from those that were originally established, discuss how and why. Also, discuss how these changes have impacted the final project.
 - ii. Recovery/Access/Participation Goals: As a part of the above discussion of project goals and objectives, identify the increase in either volume collected (in tons or cubic yards per year) by material type, or geographical access/population served that the project is currently achieving. If the project is not meeting its goals, provide a discussion on why these goals are not being met. Also, indicate what steps you are taking in order to meet the stated goals in the future, and provide a timeframe for meeting these goals.
- B. Discuss any project accomplishments not included in the project's original goals and objectives.
- C. Discuss the economic impact the project has had on the local economy. Include information on new jobs created and sustained and any other relevant economic information.
- D. List and describe all significant problems encountered during project implementation, including any cost overruns, institutional barriers, local issues, etc. Describe how the problems were addressed and resolved. Describe any impact these problems had in project design, implementation and/or ongoing operations.
- E. Describe the most successful components of the project and explain why you think they are successful.
- F. Describe the least successful components of the project and explain why you think they are not successful.
- G. Lessons Learned. Discuss any conclusions you have made about the technical and economic feasibility of carrying out a similar project. Identify what you would do differently if you were to carry out a similar project, and why.
- H. Provide a description of the motivation for pursuing this grant opportunity and how the need for the project was identified.

V. ADDITIONAL COMMENTS

- A. Provide any additional information relevant to the status of the project and its operations.
- B. Provide a description of opportunities that you may have identified after implementing this grant.

The quarterly and final project report must be signed by the authorized contact person for the project. Indicate any name, address or telephone number changes for the contact person and/or the project.

Submit the quarterly and final project reports to the attention of the State's contact at the following email address:

EGLE-RecyclingGrant@michigan.gov

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APPENDIX B

WORKPLAN, TIMELINE, BUDGET, APPLICATION

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(B) The Grantee shall provide a final project report in a format prescribed by the State.

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(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

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XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement 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, as defined in 45 CFR 1185; 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 subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) An amount equal to 5 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

GRANT APPLICATION; PROJECT SCOPE

The scope of this project is outlined in the Grantee's approved Fiscal Year 2021 Recycling and Organics Infrastructure Grant Program Proposal, which is included in this Agreement in Appendix B, as well as any subsequent modifications to the original grant proposal as approved by the State. The grantee shall adhere to the budget, tasks, deliverables, and timeline identified in Appendix B.

GRANT REIMBURSEMENT PROCESS

The Grantee is responsible for the payment of all eligible costs necessary to complete the project. The Grantee shall submit reimbursement requests to the State which specify the time period covered by the reimbursement request and the payments made by the Grantee during the time period. Grant reimbursements will be for up to 80 percent of the documented purchase expenditures, not to exceed the awarded grant amount, less a 5 percent retention amount that will be released upon approval of the final report. The final report is due six months after the infrastructure item(s) have been purchased, installed, and/or constructed, but no later than September 29, 2024. Grantees must agree to supply data related to the project for up to five years from the project end date as requested by EGLE.

All grants are paid through a reimbursement process. All grantees will submit proof of payment (i.e., canceled checks, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods to EGLE proving that the vendor has been paid prior to receiving reimbursement from the grant program. Reimbursement must be requested in conjunction with required, quarterly progress reports. Total payment made to the Grantee by the State shall not exceed the amount identified in this grant agreement. Any costs associated with the project that exceed the awarded grant amount shall be the responsibility of the Grantee. Reimbursement forms will be available on the EGLE's Recycling Program website located at Michigan.gov/MiRecycles.

The Grantee is responsible for ensuring that all partner entities fulfill their commitments under the grant proposal.

The Grantee is responsible for ensuring that all products requiring reimbursement acknowledge that the project was supported in whole or in part by the EGLE Recycling Grant Program.

RECAPTURE

The Grantee is hereby notified and hereby acknowledges that the Grant is subject to recapture and that the Grantee will incur an obligation to repay the Grant (the "Recapture Obligation") immediately, in full, if:

- a. it fails to comply with the entirety of the grantee's grant application attached, including all budget, tasks and timeline;
- b. it sells, exchanges, or disposes of any equipment described in this Agreement without the Grantor's written approval; or
- c. the State of Michigan determines that there has been a default under the Agreement and seeks reimbursement.

In the event that the Grantee becomes liable for a Recapture Obligation, it shall satisfy the Recapture Obligation within the time specified in the written notice thereof to the Grantee by the Grantor.

The Grantee's obligation under this sub-section shall survive five years beyond the term of this Agreement.

REPORTING REQUIREMENTS

The Grantee shall comply with all reporting requirements of the State during the Agreement Period. A reporting calendar can be found in Section IV of the boilerplate agreement language.

QUARTERLY REPORTS

The Grantee shall submit the final quarterly status and financial report, including all supporting documentation for expenses, by September 30, 2023.

Quarterly progress and financial reports must be submitted at least every three months during the Agreement Period, even if no funds were expended. Provide the following narrative using the numbers and headings listed below:

I. SUMMARY OF ACTIONS TAKEN DURING THE CURRENT PERIOD

- A. Describe the tasks completed and how project funds were expended during the time period covered by the report. If no funds were expended during the current period, include a statement to that effect, along with an explanation and a description of tasks completed during the period.
- B. If any products were developed during the time period covered by the report, include a copy of the products with the report.

II. SUMMARY OF ACCOMPLISHMENTS DURING THIS PERIOD

- A. Goals and objectives as set forth in the grant application and grant contract. List the project's stated goals and objectives and describe how the project is meeting them.
- B. Additional project accomplishments not included in original project goals and objectives.
- C. Project data: Provide any data collected during the current period, as described in the grant application incorporated with this contract. Attach available documentation which supports the data. If the data provided covers a previous reporting period, specify the dates which the data is from.

III. SUMMARY OF REMAINING ACTIONS TO BE TAKEN

- A. Describe the remaining tasks to be completed and indicate whether or not these tasks will be completed within the approved project schedule. For tasks which will not be completed within the approved project schedule, discuss the reasons for the delay and provide the revised task completion date.

IV. PROBLEMS ENCOUNTERED DURING THIS PERIOD

- A. Identify any problems encountered during the current reporting period and explain how they were resolved. Describe the impact these problems have had or will have on project design, completion, and operations. If at any time the Grantee becomes aware that any materials collected or processed in association with grant purchases are being disposed, the Grantee must immediately notify EGLE and must document the issue in the next quarterly report. The Grantee must also submit for EGLE review the steps that will be taken to address the issue and the expected timeframe for resolution.

V. ADDITIONAL COMMENTS

- A. Provide any additional comments relevant to the status of the project and its operations.

VI. FINANCIAL DOCUMENTATION

- A. Provide required documentation for funds expended during the reporting period, including proof of payment and proof of receipt of goods.

FINAL PROJECT REPORT

The purpose of the final project report is to provide the State with data on your project and a narrative discussion about your project, including an evaluation of the project to date. The final report is due six months after the infrastructure item(s) have been purchased and/or constructed, but no later than September 29, 2024. Retained funds will be forfeited by the Grantee if the final report is not accepted.

Identify the time period covered by the final project report. Provide the following narrative information using the numbers and headings listed below:

I. PROJECT DESCRIPTION

- A. Provide a description of the project funded.
- i. Provide a 4-5 sentence summary of the project.
 - ii. Include any news articles and/or photographs as appropriate.
 - iii. Include the date project operations began and a discussion of the current status of project operations.
- B. List and explain the steps involved in completing the project, from planning through implementation to ongoing operations. Include the dates of major project activities and events.
- C. List and discuss other entities (e.g., companies, nonprofit groups, local units of government) that played a role in planning and implementing the project and briefly describe their role. Describe any formal agreements that were entered into as a part of project implementation.

II. PROJECT DATA

A. Diversion rate, participation rate, and geographical area.

- i. For the time period covered by this report, provide the quantity of recyclable or organic materials diverted, in tons or cubic yards /time period. Specify which recyclable or organic materials are included in this reported volume. Describe the methods for measuring these quantities.
- ii. Provide diversion rates prior to the grant project, if known.
- iii. For the time period covered by this report, provide information on the number of people and/or number of households/units served by the project. Describe the methods for measuring these numbers.
- iv. Provide information on the number of people and/or number of households/units served prior to the grant project, if known.
- v. For the time period covered by this report, provide information on the geographical area served by the project.
- vi. Provide previous information on the geographical area served by the program prior to the current grant project.

B. Provide the following information for all education and outreach activities related to the grant project, as applicable:

- i. Types of groups (audience) targeted.
- ii. Types of promotional materials developed.
- iii. Methods used to distribute information or materials.
- iv. Planned/future educational efforts.

III. PROJECT COSTS: Provide the following information regarding costs required to implement the project:

- A. Provide the dollar amounts and a description of all program related capital costs which have been incurred during the time period covered by this report. Identify the specific dates these costs were incurred.
- B. For the time period covered by this report, provide the dollar amounts and a description of all additional costs (beyond match) required to complete the project. Identify the specific dates these costs were incurred.
- C. For the time period covered by this report, provide the dollar amount and a description of the costs needed to operate the project.

D. Describe the funding mechanisms utilized to operate and maintain the project activities.

IV. PROJECT EVALUATION

A. Goals and Objectives. Summarize each of the project's goals and objectives as stated in your original proposal. Discuss (in both narrative and numerical terms) how well you are meeting each goal and objective. For each goal or objective that is not being met, discuss why.

i. If the project goals and objectives have changed from those that were originally established, discuss how and why. Also, discuss how these changes have impacted the final project.

ii. Recovery/Access/Participation Goals: As a part of the above discussion of project goals and objectives, identify the increase in either volume collected (in tons or cubic yards per year) by material type, or geographical access/population served that the project is currently achieving. If the project is not meeting its goals, provide a discussion on why these goals are not being met. Also, indicate what steps you are taking in order to meet the stated goals in the future, and provide a timeframe for meeting these goals.

B. Discuss any project accomplishments not included in the project's original goals and objectives.

C. Discuss the economic impact the project has had on the local economy. Include information on new jobs created and sustained and any other relevant economic information.

D. List and describe all significant problems encountered during project implementation, including any cost overruns, institutional barriers, local issues, etc. Describe how the problems were addressed and resolved. Describe any impact these problems had in project design, implementation and/or ongoing operations.

E. Describe the most successful components of the project and explain why you think they are successful.

F. Describe the least successful components of the project and explain why you think they are not successful.

G. Lessons Learned. Discuss any conclusions you have made about the technical and economic feasibility of carrying out a similar project. Identify what you would do differently if you were to carry out a similar project, and why.

H. Provide a description of the motivation for pursuing this grant opportunity and how the need for the project was identified.

V. ADDITIONAL COMMENTS

A. Provide any additional information relevant to the status of the project and its operations.

B. Provide a description of opportunities that you may have identified after implementing this grant.

The quarterly and final project report must be signed by the authorized contact person for the project. Indicate any name, address or telephone number changes for the contact person and/or the project.

Submit the quarterly and final project reports to the attention of the State's contact at the following email address:

EGLE-RecyclingGrant@michigan.gov

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GRANT PROGRAM PROPOSAL – APPENDIX B

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City of Ypsilanti
Department of Public Services

**City of Ypsilanti Recycling Cart Proposal for the 2021 Recycling and Organics
Infrastructure Grant Program Narrative:**

Project Description

Summary of Proposal

The City of Ypsilanti has a curbside recycling collection program which utilizes twenty-five (25) gallon bins for residents to place their recycling in. We are proposing to purchase ninety-six (96) gallon recycling carts for eligible households in the City to replace the recycling bins. The transition to a cart-based recycling program accomplishes the city's goals of increasing the amount of recycling we collect and diverting more recyclable materials away from landfills.

Narrative:

Description of Current Recycling Programs:

The City of Ypsilanti provides a curbside single stream recycling program for all single-family housing units within the city and all multi-family buildings with four (4) units or fewer. The city does not contract for this service and has city staff collect recyclables. We provide twenty-five (25) gallon bins to our residents for curbside recycling service and we collect the bins weekly. We accept in our curbside recycling program plastic (#1, #2, #4, #5, #6, and #7), tin, aluminum, mixed paper, corrugated cardboard, boxboard, newspaper, and magazines. The City collects approximately six hundred (600) tons of recyclables on an annual basis and this number is calculated based on material measurements at the material recovery facility we take our recyclables to. In addition to our curbside recycling program the City has a partnership with Recycle Ann Arbor to provide City residents with passes to their drop off site at no charge. We also offer a monthly drop off event within the City limits to promote a closer recycling option than the Recycle Ann Arbor drop off site. The City has also purchased public recycling bins which will be deployed in fall for the downtown areas and City parks.

Project Goals

The goal of this project is to increase the volume of recyclables the City collects through our curbside program. This grant will allow us to increase the volume by providing a larger recycling cart which encourages more recycling on a per household basis. According to The Recycling Partnership's "A Guide to Implementing a Cart-Based Recycling Program," recycling carts increase the volume of recyclables through greater ease of participation and through higher participation rates. This fits within the City's

overall goals to increase our recycling volume and participation rates. Our collection vehicles are equipped with cart tippers which can efficiently empty ninety six (96) gallon carts.

Another goal this project would accomplish is to increase the recycling participation rates in lower income areas of the city. In our current program our collection schedule is split between five (5) weekday routes and according to a recent study, our participation rates in the routes varied from 44% to 18%. The lower participation rates were observed in the lower income areas of the City and with this project we would be able to increase those rates through outreach and ease of use of the cart.

Projected Increases in Recycling

The City of Ypsilanti serves all single-family housing units within the city and all multi-family buildings with four (4) units or fewer. According to the 2019 American Community Survey there are 4,908 housing units in the City which meets these criteria. We can estimate the population served using 2019 American Community Survey data. Please consider the following:

Served Housing Units: 4,908

Average Household Size: 2.30

Estimated Population Served: 11,288

We have data showing the annual amount of recycling collected in our curbside recycling program as well. Please consider the following:

2019: 609.25 tons

2018: 602.50 tons

2017: 630.20 tons

2016: 600.50 tons

Average Annual Tons of Recycling Collected: ~610 tons annually

The Recycling Partnership's Guide to Implementing a Cart Based Recycling program has a calculator which helps provide an estimate of the additional recycling a community which implements recycling carts can anticipate. The results of those calculations are as follows:

Current Pounds of Recyclables Recovered Annually: 1,220,000

Number of Households Served: 4,908

Current Pounds Per Household Recovered: 248.6

Estimated Annual Pounds of Household Recovery with Carts: 349.6

Estimated Additional Pounds Per Household if Switch to Carts: 101

Estimated Increase in Annual Tons of Recycling Collected: 247.85 Tons

Estimated Rate of Increase: 40.6%

Based on the data we are estimating that by switching to a cart based curbside recycling program we can increase the annual volume of recyclables collected by 247.85 tons which would represent a 40.6% increase in recyclables.

Greenhouse Gas Reductions

According to the Greenhouse Gas and Water Savings Tool from the Recycling Partnership's website (<https://recyclingpartnership.org/greenhouse-gas-water-savings-tool/>) the City of Ypsilanti is estimated

to save approximately 1,053 metric tons of CO2 with our current recycling bin collection program. If the City were to transition to a cart-based recycling program the reduction in CO2 emissions would increase to 1,756 metric tons. This calculator estimates that if the City of Ypsilanti changes to a cart-based recycling program it would reduce CO2 emissions by an additional 703 metric tons.

Cost Benefit Analysis

One method to evaluate the cost benefit of the program is to look at the social value of the greenhouse gas emissions. This cost which was developed by the Obama Administration estimated the cost of emissions at \$36 per metric ton in 2015 dollars. Using the Bureau of Labor Statistics inflation calculator this can be adjusted (and rounded down) to \$42 per metric ton. This cost can be estimated over the ten (10) year lifespan of the recycling cart.

Social Cost for Greenhouse Gas Emissions: \$42 per metric ton

Estimated Greenhouse Reductions from program: 703 metric tons

Total Annual Social Cost for Greenhouse Gas Emissions: \$29,526

Total Social Cost for Greenhouse Gas Emission Reductions Over the 10 Year Life of Cart: \$295,260

According to the above information the estimated benefit from the estimated reductions in greenhouse gas emissions is \$295,260 and the total estimated cost of the recycling cart expenditure is \$270,921. Based on this analysis the benefits exceed the costs by \$24,339.

Environmental Justice/Diversity, Equity, and Inclusion

This project will not adversely impact any neighborhoods in the city with additional truck traffic or waste transferring. The City of Ypsilanti takes collected recyclables to the Western Washtenaw Recycling Authority Material Recovery Facility which is in Chelsea, Michigan. The participation rates in our various collection routes are lower in lower income areas of the city. These areas also have a larger minority population than the other areas of the community. As a part of this project we are proposing additional outreach in these areas to increase recycling rates and encourage greater participation in our programming. This will be accomplished by working with community groups and members to advertise our program and will give us the ability to provide these areas with recycling carts.

Collaboration

The City has received a verbal commitment from Washtenaw County Public Works to financially support the project if the project is funded by the state. In addition to this the City is planning to apply to The Recycling Partnership for an additional grant to support this project as well. For the outreach component of the grant the City will partner with community members, the Parkridge Community Center which is ran by Washtenaw County Community College, and the Ypsilanti Housing Commission to encourage additional participation in the program.

Educational Component

The City of Ypsilanti is a member of the Washtenaw Regional Resource Management Authority (WRRMA) which provides educational information to its member communities. Most recently the Authority has allocated funds through a Recycling Quality Improvement Grant for direct mailings to eligible households, radio advertisements, and billboard advertisements to reduce contamination in the recycling streams for its member communities. This target advertisement was a result of a curbside audit which was conducted of our recycling stream.

Description of existing operational funding sources such as use fees, millage, special assessments, or general funds, etc.:

The City of Ypsilanti funds our recycling programming with a separate millage which pays for city trash collection service, recycling programming, and yard waste collection. In fiscal year 2019-20 the sanitation millage rate is 2.6778 mills which generates approximately \$830,000 per year.

Work Plan

Identify the tasks and responsible party for procurement of the infrastructure item(s) proposed in the application:

Task 1 Develop communication strategy for implementation of cart-based program. Conduct meeting with City Council regarding this.

Responsible Party: Ron Akers, Director of Public Services

Task 2: Research recycling cart options. Prepare a request for proposals for the purchase of the recycling carts or purchase carts from government purchasing program.

Responsible Party: Ron Akers, Director of Public Services

Task 3: Open bids and prepare information for City Council to make purchasing decision.

Responsible Party: Ron Akers, Director of Public Services

Task 4: After approval from City Council, create a purchase order and place order for containers.

Responsible Party: Ron Akers, Director of Public Services

Task 5: Identify delivery location and area for storage.

Responsible Party: Ron Akers, Director of Public Services

Identify the tasks and responsible party for deployment and/or utilization of the infrastructure items(s) proposed in the application:

Task 1: Began implementation of the communication strategy to residents. Identify those households which currently participate in the recycling program, and create a timeline for the delivery of recycling carts.

Responsible Party: Ron Akers, Director of Public Services

Task 2: Have public engagement events regarding the recycling carts, their implementation, and sign residents up for recycling program.

Responsible Party: Ron Akers, Director of Public Services and Public Services Administrative Staff

Task 3: Deliver recycling carts to residential addresses that participate in the program.

Responsible Party: Environmental Foreman, Public Services Staff

Task 4: Began implementing outreach efforts to community areas which have lower participation rates.

Responsible Party: Ron Akers, Director of Public Services/Community Partners

Identify the tasks and party responsible for preparing quarterly progress reports and the final project report:

Task 1: Collect weight measurements taken by the material recovery facility and record them for tracking over a defined period.

Responsible Party: Department of Public Services Office Staff

Task 2: Identify trends and record the findings in a quarterly progress report.

Responsible Party: Ron Akers, Director of Public Services

Task 3: After a six (6) month time period after deployment has concluded identify numbers of recyclables collected and prepare a report which analyzes how close the volume collected was to the projected number and lists findings from the first year of the program.

Responsible Party: Ron Akers, Director of Public Services

Task 4: Use the findings to make improvements in the program which would increase volume or promote better usage.

Responsible Party: Ron Akers, Director of Public Services

Task 5: Use information to prepare/update a city-wide recycling strategic plan.

Responsible Party: Ron Akers, Director of Public Services

Timeline

August 2021: Application is submitted to EGLE

January 2022: Anticipated decision date on grant from EGLE

February/March 2022: Begin procurement process of recycling carts

April/May 2022: Begin public engagement process

June/July 2022: Anticipated delivery of recycling carts

July/August 2022: Begin delivery of recycling carts to current program participants.

September 2022: Begin engagement for areas of community with low participation rates.

October 2022: Begin delivering carts to new participants in program.

Budget Narrative

The City of Ypsilanti is proposing to purchase recycling carts to serve all eligible households in our curbside recycling program. We plan to purchase one (1) cart for single family building, one (1) cart for each unit in a two-family building, and to purchase 2 carts for each three and four family buildings in the City. We are also budgeting an additional 1% per recommendations from the Recycling Partnership Guide to Cart Implementation. Using this information, we are budgeting for the following number of carts in the grant request:

Number of Households in Community: 4,908

Single Family Housing Units: 3,441

Two Family Units: 537

3 Family Units (estimated): 428

3 Family Buildings (estimated): 147

4 Family Units (estimated): 502

4 Family Buildings (estimated): 126

Number of Carts Requested for 1 and 2 family buildings: 3,978

Number of Carts Requested for 3 and 4 family buildings: 546

Estimated 3% Margin of Error for Building Count: 136

Total Carts Requested: 4,660

We have estimated the cost per cart to be \$66.50 based on The Recycling Partnership Guide to Cart Implementation budgeting section. This cost includes:

96-gallon cart: \$55

Assembly and Distribution: \$7

RFID Tag: \$1

In Mold Label: \$1.50

Larger Plastic Wheel: \$2

Estimated Cost per Cart: \$66.50

Estimated Cart Cost: $\$66.50 \times 4,660 = \$309,890$

Estimated 2% Contingency for lost stolen or broken carts, growth and extra wheels, limbs, and catch bars: \$6,198

Total Estimated Project Cost: \$316,088



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

MATERIALS MANAGEMENT DIVISION - Recycling Unit

Recycling Grant

FINANCIAL STATUS REPORT

Grantee / Vendor Name: City of Ypsilanti

Sigma Vendor Number: 812040 or CV0047944

Project Name: Recycling Cart Implementation Program

Grant Given Number:

Contract Date From: To:

Contact Name: Ronald Akers Contact Number: 734-483-1421

Contact Email: rakers@cityofypsilanti.com

Task/Item	Task/Item Number	Amount
Recycling Carts	4,660	\$ 309,890
2% Contingency for Lost or Broken Carts and Extra Parts	2%	\$6,198.00
Task/Item Subtotal		\$ 316,088
INDIRECT BUDGET		Percentage
	0%	\$ -
PROJECT BUDGET		
Total		\$ 316,088
MATCH BUDGET		Percentage
Total	20.00%	\$ 63,218
GRANT BUDGET		
Total		\$ 252,870

Retention Rate: 5%



**RECYCLING AND ORGANICS INFRASTRUCTURE GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND CITY OF YPSILANTI**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division ("State"), and City of Ypsilanti ("Grantee").
The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in Public Act No: 0166 of 2020. This Agreement is subject to the terms and conditions specified herein.

Project Name: Curbside Cart Roll Out
Amount of grant: \$252,870.00
Amount of match: \$63,218.00 = 20%
Start Date (date executed by EGLE): _____

Project #: _____
% of grant state 100 % of grant federal 0
Project Total: \$316,088.00 (grant plus
match) End Date: September 30, 2023

GRANTEE CONTACT:

Ron Akers
Name/Title
City of Ypsilanti
Organization
14 W Forest
Address
Ypsilanti, Mi 48197
Address
734-483-1421
Telephone number

Fax number
rakers@cityofypsilanti.com
E-mail address
38-6004750
Federal ID number – (Required for Federal Funding)
13-133-6260
Grantee DUNS number - (Required for Federal
Funding)

STATE'S CONTACT:

Jeff Krcmarik
Name/Title
Materials Mgt Division/Kalamazoo Office
Division/Bureau/Office
7953 Adobe Rd.
Address
Kalamazoo, MI 49009
Address
269-615-2912
Telephone number

Fax number
krcmarikj@michigan.gov
E-mail address

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

FOR THE GRANTEE:

Signature

Name/Title

Date

FOR THE STATE:

Signature
Elizabeth M. Browne, Director, Materials Management Division
Name/Title

Date



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Joe Meyers
DATE: April 5, 2022
SUBJECT: DDA Administrative Services Contract Renewal

DESCRIPTION:

DDA Administrative Services Contract Renewal

SUMMARY:

In 2016, the Ypsilanti Community and Economic Development Department ("Department") submitted a proposal to provide Executive Director Services to the Ypsilanti DDA. The YDDA and the City Council approved the services contract in February 2016. The Department currently provides a team of well qualified individuals with the knowledge, experience, skill, and ability to manage the day-to-day operations, provide staff support to the Board, and provide technical assistance, advice, and guidance to sustain and enhance the Ypsilanti DDA. Additionally, the Department provides these services at a reduced cost to the DDA without dereliction of City services to allow for more DDA resources to be allocated to projects and not staff. This contract was renewed in 2018 for a two-year term, and again in 2020 for another two year term.

The YDDA would like to extend services for an additional two-year term. The Department is willing and able to commit to a fourth two-year term. The Department has been able to reduce duplication of staff time and services to the business community and core resources of the DDA districts. General accomplishments over the past two years include:

- Extensive financial and logistic support for special events, community development programming, and arts and cultural placemaking
- Passed a balanced budget since 2017.
- Achieved cost savings in waste management contract
- Holiday Lighting at Riverside Park, Water Tower, and Tridge
- Leveraging grant opportunities like Match on Main from the MEDC for Building Improvements
- Permanent Café Lights in heavily trafficked pedestrian corridors
- Achieving Michigan Main Street Engaged Level
- Completing the Sale of Riverside Arts Center

- Permanent Café Lights in heavily trafficked pedestrian corridors
- Landscaping Contract Improvements
- West Cross Alley Reconstruction Project
- Downtown and West Cross Tree Replanting
- Cigarette Butt Recycling Program
- Created a Developer Incentive Brochure to help new entrepreneurs identify financing
- Provided artist opportunities at the North Huron Parking Lot Billboard
- YDDA Sponsored Historic Walking Tours
- YDDA Liquor Licenses for Thompson Block, Hamburger Mary's, and 101 W Michigan

The DDA is a part of the municipal entity as its Board members are appointed and confirmed by the municipal entity. The purpose of the DDA is to be a catalyst for development and increased tax revenues. Public Act 197 provides for unique tools to accomplish these goals that are different than those for municipal authorities. The Act does not prohibit the municipal entity from assisting with these goals.

The Department proposes this contract would be for an additional 24 month period. As an employee of the DDA, the DDA may choose to sever the contract with 30 days' notice. As a contractor to the DDA, the Department may choose to end the contract with 120 days' notice, if the department cannot fulfill all of their duties to the City and/or DDA.

This contract in no way changes or impacts the Intergovernmental Agreement between the City and the DDA Accounting Services for the oversight of the budget, its own office supplies, training events, etc.

The attached contract only deals with the services of Executive Director and administrative services to be offered by the Department. The DDA reviewed and unanimously approved this contract in February 2022

RECOMMENDED ACTION: Approval

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-079
April 5, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The Community and Economic Development Department seeks to provide Executive Director and administrative services to the Ypsilanti DDA; and

WHEREAS, the Ypsilanti DDA seeks to enter into an Administrative Services Contract for the services of the Community and Economic Development Department; and

WHEREAS, The City of Ypsilanti approves of the use of City staff for a 24 month contract for services to the Ypsilanti DDA with compensation; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council directs the Mayor and City Clerk to enter an Administrative Services Contract for 24 months for the Community and Economic Development Department to be employed by the Ypsilanti DDA as the Executive Director and administrative services.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 5 day of April 2022

#Resolution No. 2022-079

INTERGOVERNMENTAL CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY AND
CITY OF YPSILANTI

This agreement is made between the **Ypsilanti Downtown Development Authority ("YDDA")** a Michigan Downtown Development Authority of 1 South Huron Street, Ypsilanti, MI 48197, and the City of Ypsilanti ("**CITY**") a Home Rule City of 1 South Huron Street, Ypsilanti, MI 48197.

GENERAL RECITALS

Legal Authority. The City is a Michigan Home Rule City and the YDDA is a Downtown Development Authority created by the City. The YDDA is an independent Michigan Authority with Authority powers, including the power to contract. The YDDA in the past has hired a director to administer the Authority but since 2016 these services have been provided by a contract with the City for the administration of the YDDA in the day-to-day operations.

Conflict of Interest. Both parties recognize that there could be some inherent conflicts of interest in the performance of this contract. The parties agree that in the event that a conflict of interest of a substantial nature should arise, that either party recognizing such conflict shall notify the other party of the conflict and the parties shall determine a proper course of conduct to settle the conflict, including the hiring of an outside administrator for the YDDA.

The parties have negotiated certain terms of a contractual services agreement in which the City will provide DDA Executive Director and support services to the YDDA.

Nothing in this agreement shall alter the intergovernmental agreement between the DDA and City of Ypsilanti (Resolution No. 2015-248 of November 17, 2015)

AGREEMENT

In consideration of the promises of the parties and of the mutual benefits to be derived from the observance of the covenants in this Agreement, the parties agree as follows:

1. **EFFECTIVE DATE.** The parties acknowledge and agree that, the City's start date shall be February 20, 2022
2. **DUTIES.** The YDDA agrees to contract with the City to carry out the usual duties of a YDDA Executive Director and support staff according to the will, mission, vision, and business set forth by the YDDA Board. The City Economic and Development Department (**Department**) will perform the contract for the City and will be assigned duties and tasks by the YDDA Board and will act in an efficient and conscientious manner and will always exercise discretion and judgment in the best interest of both parties in performance of the duties. The City shall assign employees to perform this contract, including an assigned employee of the Department to regularly attend

YDDA Board meetings and sub-committee meetings as requested. The Department will prepare annual budgets and reports as required by statute and law for the approval of the YDDA Board.

3. **SCOPE OF WORK.** The parties will annually create and adopt an agreed scope of work for the City. The YDDA will review and evaluate the City on its performance based on the scope of work.
4. **LENGTH OF TERM AND TERMINATION.** The relationship of the parties shall be of contracting governmental bodies.
 - a. The parties agree that the term of this agreement shall be for **24 months** from the starting date of this agreement, unless this agreement is terminated prior to that date as provided herein.
 - b. This agreement may be terminated at any time during the term, upon the mutual agreement of the parties.
 - c. The City may terminate this agreement by giving 120 days prior written notice to the YDDA.
 - d. The YDDA may terminate this agreement by giving 30 days prior written notice and the YDDA shall pay for the entire month in which services were provided.
 - e. Either party may immediately terminate this agreement for a material and substantial breach of the contract by the other party, or in the event of a conflict of interest that would prohibit the continuation of the services performed.
5. **CONSIDERATION.** The YDDA shall a base rate of \$58,000 per year, payable in even monthly installments to the City. Any adjustments shall be made and based on services received. A 2.5% increase is to be provided annually for the purpose of providing cost of living adjustments to the stipends provided to City staff for carrying out the duties of this contract.
6. **REPORTING REQUIREMENTS.** The City shall provide an accounting of time spent on YDDA activities by Department staff by the last day of each month.
7. **ASSIGNMENT OF PERSONNEL.** The Director of Community and Economic Development (**Director**) shall be responsible for the assignment of personnel to carry out the terms of this agreement and notify the YDDA. The DDA Executive Committee shall have a role in the hiring process for DDA Executive Director. The Director shall notify the YDDA of any personnel changes within thirty (30) days or sooner if possible. The City shall provide staff support of not less than at total combined amount of 30 employee hours per week. Employees of the City shall not be employees of the YDDA and no officer, official, volunteer or employee of the YDDA shall be an employee of the City because of this agreement or the performance thereof.
8. **STANDARD OF PRACTICE.** The City shall perform services on behalf of the DDA in accordance with the standards of professional services and care normally required by an Executive Director of a Downtown Development Authority.
9. **CONFLICT OF INTEREST.** In the case of any direct or perceived conflict of interest, the City shall notify the Chair of the YDDA (**CHAIR**) at the earliest possible time and the Chair and Director will determine if a conflict exists. If a conflict does exist, the Chair will notify the YDDA Board, the Director will notify the City Manager, and the City will withdraw from the particular work and be excused from any situation in which the conflict exists.

- 10. TRAINING EXPENSES.** The YDDA shall pay all expenses associated with training or professional development associated directly to the YDDA in addition to the consideration set out above in section 5. The Chair and Director shall agree on the training and professional development.
- 11. YDDA OFFICE AND PUBLIC ACCESS.** The City agrees to maintain the YDDA office and create public hours at 1 South Huron Street, Ypsilanti, MI 48197, dedicated email address, dedicated phone numbers, YDDA website, and to have public office hours and accessibility.
- 12. IDEMNIFICATION.** To the extent allowed by law, the YDDA shall indemnify and hold the City harmless from any error or omission, tort, professional liability claim, demand, suit or legal action, and will purchase and maintain insurance to defend, save harmless and indemnify the City against the same whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duties and responsibilities of this contract, provided the City acted both in good faith and within the scope of duties set out in this contract.
- 13. INTERPRETATION OF CONTRACT.**
- a. This Agreement constitutes the entire understanding between the YDDA and the City. There are no oral understandings, terms or conditions and no party has relied on any representation, express or implement, not contained in this Agreement.
 - b. This Agreement may be changed only by a written amendment signed by both parties.
 - c. If any provision or any portion of this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement shall not be affected and shall remain in full force and effect.
- 14. VENUE AND JURISDICTON.** All venue and jurisdiction for any disagreement dispute or claim concerning this contract shall be in Washtenaw County, Michigan.

IN WITNESS WHEREOF, the undersigned have set their hands:

For the CITY OF YPSILANTI

Lois Allen-Richardson, Mayor

Date: _____

Andrew Hellenga, Clerk

Date: _____

For the YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY

Patton Doyle, DDA Chair

Date: _____



Resolution No. 2022-080
April 5, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti City Council adopted a social equity policy in 2019 to promote equity to negatively impacted communities by advocacy around criminal justice issues related to marihuana prohibition; and

WHEREAS, the City of Ypsilanti has already joined a partnership with the Washtenaw County Prosecutor's expungement unit; and

WHEREAS, the Great Lakes Expungement Network wishes to join this partnership; and

WHEREAS, someone with marihuana conviction may apply for expungement; and

WHEREAS, The Washtenaw County Prosecutors Office has been assisting individuals seeking to expunge their records; and

WHEREAS, the City of Ypsilanti would like to aid this program by waiving fees associated with fingerprinting, for this event only and only from April 15, 2022 to May 7, 2022, and promoting the event through social media and public notice.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Ypsilanti direct the City Manager to direct the Ypsilanti Police Department and the communications director to participate

BE IT FURTHER RESOLVED, that the City of Ypsilanti will partner with the Washtenaw County Prosecutors office and the Great Lakes Expungement Network on Sunday, May 1st 2022 for an expungement.

OFFERED BY: _____

#Resolution No. 2022-080

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
5 day of April 2022

#Resolution No. 2022-080



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ken Hobbs
DATE: April 5, 2022
SUBJECT: HVAC

DESCRIPTION:
HVAC

SUMMARY:

City Council adopted the 21-22 budget to include the HVAC replacement for the Fire Department.

The Original equipment is 45 years old and needs several updates and repairs. These repairs will help to maintain an eco-friendly environment and ensure that our building produces proper heating and cooling ventilation. An efficient HVAC system will help our department to become more energy efficient and will ultimately keep the workplace clean, and safe for the employees, and public.

Sec. 2-282. Lowest responsible bidder defined

As provided in Article X, Section 10.02 of the City Charter, the term "lowest responsible bidder" shall mean the qualified bidder with the lowest or best bid price; whose business and financial capabilities, past performance, and reputation provide that it can perform the contract as promised; whose bid is in conformity with the laws of the United States of America and the State of Michigan and the Charter for the City of Ypsilanti and the provisions of this Code of Ordinances; and whose selection would be in the best interest of the City of Ypsilanti

I wish to award this contract to Accurate Comfort Systems, INC. Based on past performance, and bid conformity, as well as being the current contractor for HVAC services for all city facilities. They are typically the lowest bidder and are the actual maintenance provider for the Fire Department's heating and cooling system. This award will be in the best interest of the city.

RECOMMENDED ACTION:

Staff recommends City Council approves Accurate Comfort Systems INC. replace current HVAC unit. Not to exceed the amount of \$ 35,000 budgeted for this project.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-081
April 5, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti Fire Department HVAC unit has been approved for replacement,

WHEREAS, The Fire Department is asking for authorization to award this contract to Accurate Comfort Systems INC.

WHEREAS, This project should not exceed \$ 35,000 dollars with any change orders to be approved by the city manager.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves Accurate Comfort Systems INC. to complete the removal and replacement of the Fire Department's HVAC unit.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 5 day of April 2022

#Resolution No. 2022-081

ACCURATE COMFORT SYSTEMS INC,

306 N Grove ~ Ypsilanti, Michigan 48198

Phone 483-0731

Creating comfort and efficiency through details

Ypsilanti Fire Dept
Chief Ken Hobbs
525 W Michigan Ave
Ypsilanti MI 48198

RE: Air conditioner replacement

Dear Chief Hobbs

Thank you for the chance to offer a price for your project. Along with this letter / agreement is the cost breakdown for you. the cost of the project is broken down into materials and labor.

list costs parts labor and totals

15 Ton 2 stage condenser @	\$8,993.62
2 circuit evaporator coil @	\$15,317.00
R-410 Refrigerant @	\$1,350.00
Refrigeration copper and fittings @	\$1,494.22
Install labor @	\$3,800.00

Total project price \$30,654.84

Description of work:

Disconnect and discard existing condenser line set and evaporator coil from air handler. Install condenser on existing concrete pad, install new refrigerant lines from condenser to evaporator coil insulate and pressure test. Install new evaporator coil into existing air handler and connect to refrigerant lines start and check system. A ELECTRIAN WILL BE REQUIRED TO WIRE THE CONDENSER TO BUILDINGS LINE VOLTAGE PANLE AND IS NOT PRAT OF THE PRICE OF THIS PROPOSAL.

EVAPORATOR COIL IS SPECIAL ORDER CUSTOM BUILT AND IS A 4 WEEK LEAD TIME FROM DATE OF ORDER.

The scope of work is as follows for the project.

1. Work will be done 8:00 AM to 5:00PM Monday through Friday. But can be amended if needed to complete project.
2. Our portion of the project will take 5 day (s) to complete and does not include line items that may be added or change orders which will increase our time on site.
3. Permit will be secured for the work.
4. A project schedule for our review should be provided before signing of this proposal to avoid conflicts in project completion dates.
5. Not included in this proposal is, any carpentry work to provide soffits, wall removal or repairs to allow ducts to reach room or to cover such pipes
6. Payments for this project are as follows half upon signing of contract and balance due upon completion of installation of the system.
7. Change orders will only be recognized from the owner or their approved agents. And will commence only once a signed agreement has been signed and terms of payment and scope of work has been determined.
8. Accurate Comfort Systems INC. Warrants our labor for two years from date of

install. Manufacturer's warranties apply for all parts installed.

9. City mechanical and electrical inspectors will need access to premises after installation is complete to give final approval of installation. Dates and times for inspections can vary, expect at the worst one day of waiting for inspection on the date scheduled. We will try to coordinate a date that is reasonable as possible.

Payment schedule

Deposit due at signing	\$15,477.42
Balance due on completion	\$15,477.42
Total contract	\$30,954.84

I accept the terms and conditions of this agreement

Signature: _____

Printed name: _____

Date: _____

Please send one signed copy with deposit and dates that are available for the project.

Sincerely,

A black rectangular box redacting the signature of Philip C Myers.

Philip C Myers
Accurate Comfort Systems INC.
Date February 6, 2020

ACCURATE COMFORT SYSTEMS INC

306 N GROVE
YPSILANTI, MI 48198

Estimate

Date

2/6/2020

Name/Address

Ypsilanti Fire Dept
ATTN:Chief Ken Hobbs
525 W Michigan Ave
Ypsilanti, MI 48198

Ship To

Ypsilanti Fire Dept
ATTN:Chief Ken Hobbs
525 W Michigan Ave
Ypsilanti, MI 48198

Payment Method

Project

Due On Completion

Description	Qty	Rate	Total
Trane 15 ton R-410 2 stage condenser	1	8,993.62	8,993.62
installation material2 circuit evaporator coil	1	15,317.00	15,317.00
r-410	30	45.00	1,350.00
refrigeration copper and fittings	1	1,494.22	1,494.22
installation labor	40	95.00	3,800.00
		Total	\$30,954.84

Signature _____

Phone #

734-732-8551

E-mail

myersypsil@aol.com



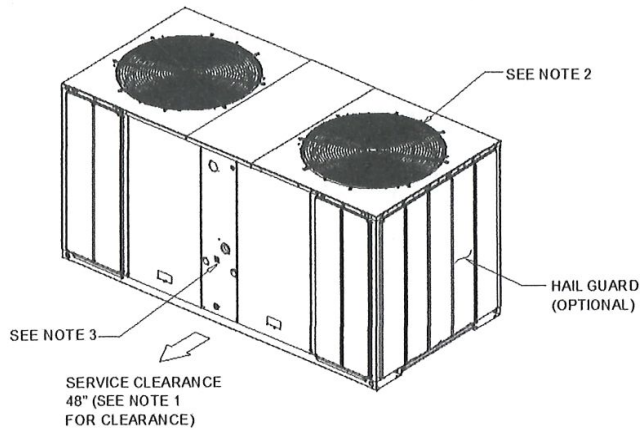
Model Number TTA18043CAB**AE000000000000000000000000

Customer : Odyssey
Project : Generic Submittal
Name : Odyssey

TTA18043CABE001

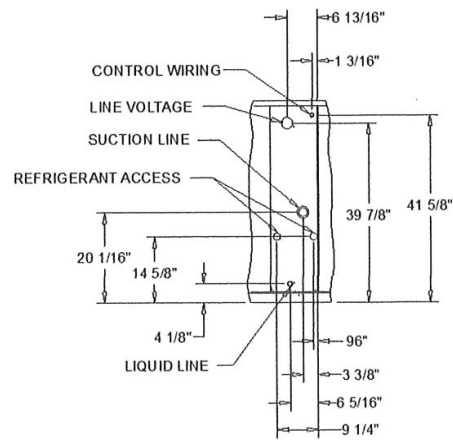
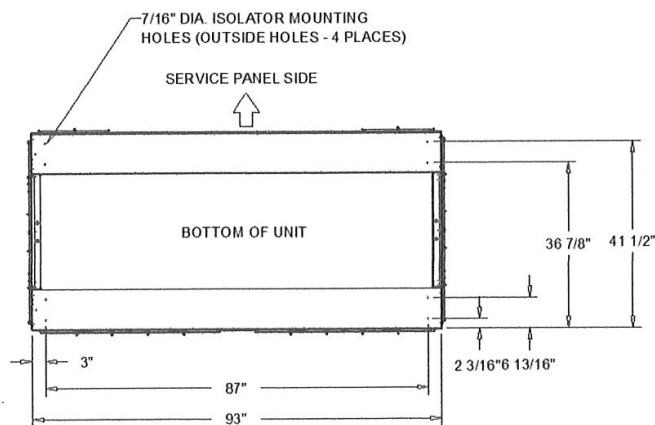
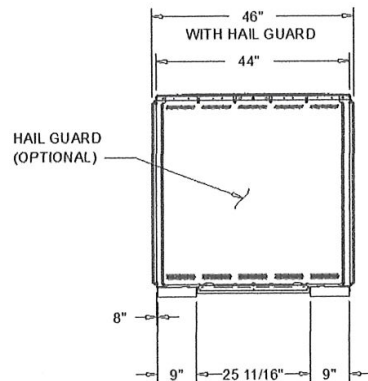
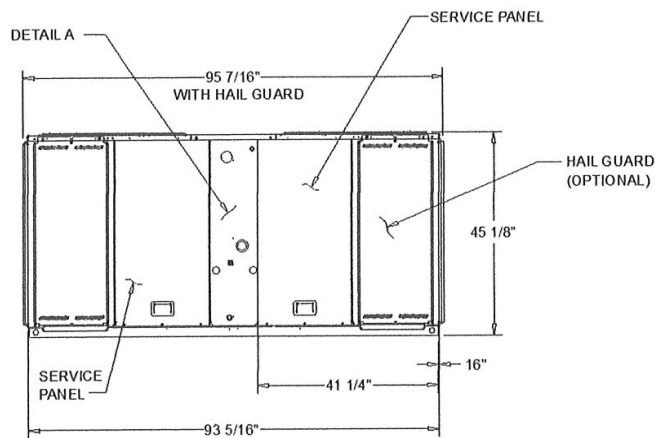
General

Unit Function	Cooling	Unit Tonnage	15 Tons
Voltage	208-230/60/3	Refrigerant	R-410A Refrigerant
Refrigeration Circuit / Stage	Manifold Compressors / Single Circuit	Controls	Electromechanical



NOTES:

1. MINIMUM CLEARANCE FOR PROPER OPERATION IS 36" FROM WALLS, SHRUBBERY, PRIVACY FENCES ETC. MINIMUM CLEARANCE BETWEEN ADJACENT UNITS IS 72". RECOMMENDED SERVICE CLEARANCE 48"
2. TOP DISCHARGE AREA SHOULD BE UNRESTRICTED FOR 100" MINIMUM. UNIT SHOULD BE PLACED SO ROOF RUN-OFF WATER DOES NOT POUR DIRECTLY ON UNIT
3. OUTDOOR AIR TEMPERATURE SENSOR OPENING (DO NOT BLOCK OPENING)



FRONT DETAIL A

DIMENSIONAL DETAIL

15 - 20 TON COOLING CONDENSER (DUAL / MANIFOLDED COMPRESSOR)

DIMENSIONAL DRAWING



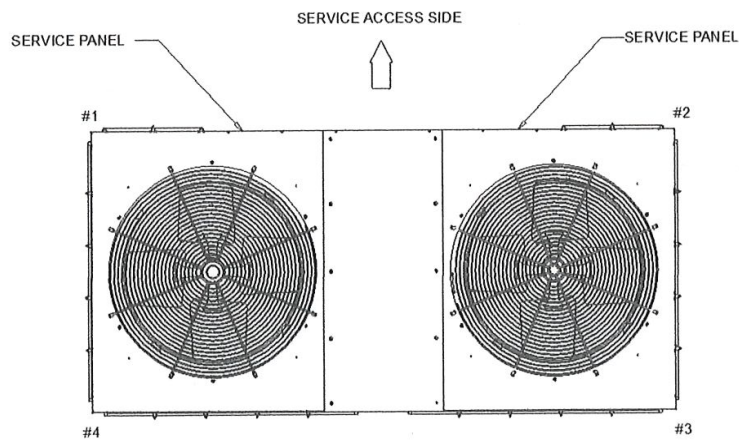
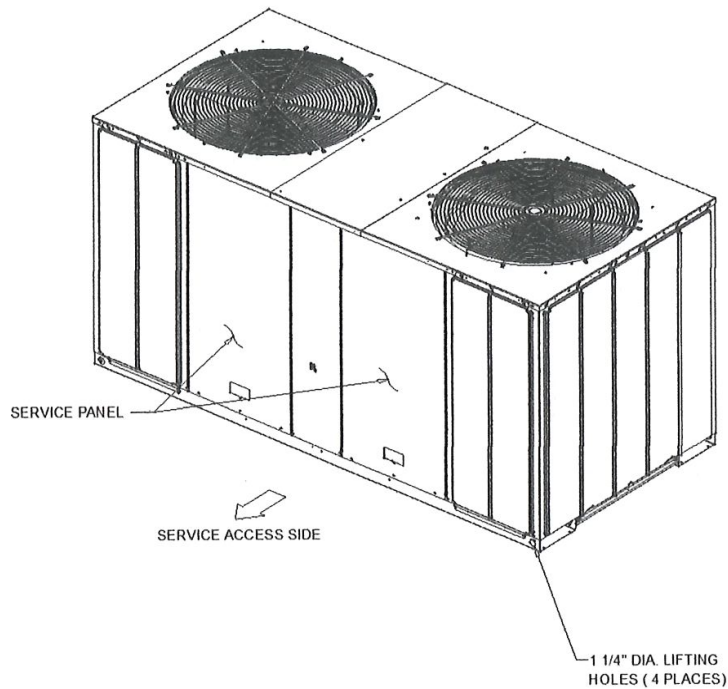
ELECTRICAL DATA CONDENSER

ELECTRICAL DATA		COMPRESSOR MOTOR		CONDENSER FAN MOTOR	
Model:	TTA18043C	No.:	2	No.:	2
Unit Operating Voltage:	187 - 253	Volts:	208-230	Volts:	208-230
Minimum Circuit Ampacity:	67.0	Phase:	3	Phase:	1
Maximum Fuse Size:	110.0	Amp-RLA:	27.6/22.4	Amp-FLA:	5.0
Maximum Circuit Breaker:	110.0	Amp-LRA:	191.0/149.0	Amp-LRA:	14.4

GENERAL DATA CONDENSER					
COOLING PERFORMANCE (1)(2)(3)(4)(5)			COMPRESSOR		
Matched Air Handler:			TWE1804*B*		
Condensing Unit Only:			182,000		
ARI Net Cooling Capacity:			184,000		
Matched Air Handler (EER):			11.1		
Condensing Unit Only (EER):			12.8		
System KW:			15.6		
Condensing Unit KW:			14.0		
System IEER:			12.8		
			SYSTEM DATA (7)		
			No. Refrigerant Circuits:		
			Suction Line (in.) OD:		
			Liquid Line (in.) OD:		
			1 5/8" Horizontal / 1 3/8" Vertical		
			5/8"		
OUTDOOR COIL			OUTDOOR FAN		
Tube Size (in.) OD			No. Used/Diameter (in.):		
Face Area (sq. ft.)			Drive Type/No. Speeds:		
Rows/FPI			No. Motors/HP:		
			Motor RPM:		
			2 / 28"		
			DIRECT / 1		
			2 / 1.0		
			1,100		
REFRIGERANT CHARGE (Fld Supplied) (7)(8)					
TYPE:					
R-410A					
(Circuits #1):					
22.5 lb					
(Circuits #2):					
N/A					

NOTES:

- Cooling performance is rated at 95 F ambient, 80 F entering dry bulb, 67 F entering wet bulb. Gross capacity does not include the effect of fan motor heat. AHRI capacity is net and includes the effect of fan motor heat. Ratings shown are tested and certified in accordance with AHRI Standard 340/360 or 365 certification program.
- Standard 340/360 or 365 certification program.
- Condensing Unit Only Gross Cooling Capacity rate at 45 F saturated suction temperature and at 95 F ambient.
- ARI Net Cooling Capacity is calculated with matched blower coil and 25 ft. of OD interconnecting tubing. EER is rated at AHRI conditions and in accordance with DOE test procedures.
- Integrated Part Load Value is based on AHRI Standard 340/360 or 365. Units are rated at 80 F ambient, 80 F entering dry bulb, and 67 F entering wet bulb at AHRI rated CFM.
- Sound Rating shown is tested in accordance with AHRI Standard 270.
- Refer to refrigerant piping program for line sizing and line length.
- Refrigerant (operating) charge is for condensing unit (all circuits) with matching blower coils and 25 ft. of interconnecting refrigerant lines. All units are shipped with a small nitrogen holding charge only.



WEIGHTS AND CORNER WEIGHTS

Shipping:	807.0 lb
Net	692.0 lb
Corner 1:	135.0 lb
Corner 2:	256.0 lb
Corner 3:	101.0 lb
Corner 4:	200.0 lb

WEIGHTS AND LOAD POINT LOCATION FOR CONDENSOR

WEIGHT AND RIGGING

Refrigeration System - TTA Dual Manifolded Compressors

TA120F, TTA180F, TTA240F, TTA300F TTA101F, TTA156F, TTA201F, TTA251F)

Single Refrigerant Circuit with Integral Subcooling Circuit



Internal Temperature and Current Sensitive Motor Overloads
Compressor Suction and/or Discharge Valves (Reduced Vibration/Sound)
Factory Installed Liquid Line Filter Drier
Phase Loss/Reverse Rotation Monitor
Liquid Line Service Valve (with gauge port)
Suction Line Service Valve (with gauge port)
Internal High Pressure Cutout Devices
Internal Low Pressure Cutout Devices
Evaporator Defrost Control
Loss of Charge Protection (Discharge Line Thermostats)
Front or Rear Refrigerant Line Connections (TTA251300F only)

***A Microchannel - General**

Weatherproofed steel mounting/lifting rails Hermetic scroll compressors Microchannel condenser coils on select models Plate fin condenser coils Fans and motors
Standard operating range 50-125°F (min. 0°F with low ambient accessory) Nitrogen holding charge Certified and rated in accordance with AHRI and DOE
Standards Certified to UL 1995

***A Microchannel - Casing**

Galvanized steel coated, heavy gauge, galvanized steel Weather resistant baked enamel finish Meets ASTM B117, 672 hour salt spray test
Removable single side maintenance access panels
Lifting handles in maintenance access panels
Lift base provisions for forklift and/or crane lifting

***A - Refrigeration System - Dual Manifolder Compressors (TTA120J, TTA180J, TTA240J, TTA300J)**

Single refrigerant circuit with integral subcooling circuit Two (2) direct drive hermetic scroll compressor Suction gas-cooled motors w/ $\pm$ 10% voltage utilization
Range of unit nameplate voltage Crankcase Heaters Internal temperature and current sensitive motor overloads No compressor suction and/or discharge valves
Reduced vibration/sound) Factory installed liquid line filter drier Phase loss/reverse rotation monitor Liquid line service valve (with gauge port) Suction line service
valve (with gauge port) External high pressure cutout devices External low pressure cutout devices Evaporator defrost control Loss of charge protection (discharge
line thermostats) Front or rear refrigerant line connections (TTA 180J/240J/300J only)

***A Microchannel - Condenser Coil (Microchannel)**

Microchannel coils burst tested by the manufacturer Coils shall be leak tested to ensure the pressure integrity Factory pressure and leak tested to 660 psig
Perforated steel half guards available (factory installed option or field installed accessory)

***A Microchannel - Condenser Fan**

18" or 28" propeller fan(s) Direct drive Statically and dynamically balanced

***A Microchannel - Condenser Motor(s)**

Permanently lubricated totally enclosed or open construction Built-in current and thermal overloads Ball or sleeve bearing type

***A Microchannel - Controls**

Choice of electromechanical or microprocessor Completely internally wired Numbered and colored wires Contactor pressure lugs or terminal block Unit external
Mounting location for disconnect device Single point power entry

***A Controls: Electro-Mechanical**

Control circuit Control transformer Thermostat compatible Anti-Short Cycle Timer

ACCURATE COMFORT SYSTEMS INC,

306 N Grove ~ Ypsilanti, Michigan 48198
Phone 483-0731
Creating comfort and efficiency through details

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EVAPORATOR COIL IS SPECIAL ORDER CUSTOM BUILT AND IS A 4 WEEK LEAD TIME FROM DATE OF ORDER.

The scope of work is as follows for the project.

1. Work will be done 8:00 AM to 5:00PM Monday through Friday. But can be amended if needed to complete project.
2. Our portion of the project will take 5 day (s) to complete and does not include line items that may be added or change orders which will increase our time on site.
3. Permit will be secured for the work.
4. A project schedule for our review should be provided before signing of this proposal to avoid conflicts in project completion dates.
5. Not included in this proposal is, any carpentry work to provide soffits, wall removal or repairs to allow ducts to reach room or to cover such pipes
6. Payments for this project are as follows half upon signing of contract and balance due upon completion of installation of the system.
7. Change orders will only be recognized from the owner or their approved agents. And will commence only once a signed agreement has been signed and terms of payment and scope of work has been determined.
8. Accurate Comfort Systems INC. Warrants our labor for two years from date of

Citizen Advisory Boards and Commissions Participation Resume

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Qualifications

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

Name	Evan Milan
Email Address	
Address	
City	Ypsilanti
State	MI
Zip Code	48197
Phone Number	
Number of Years in the Community	8
Ward You Live In	Field not completed.
Education	Bachelor's of Sciece from EMU
Occupation	Senior Relationship Banker
Employer	Bank of Ann Arbor
Are you applying for youth membership?	No
Are you registered to vote in the City of Ypsilanti?	No

I would like to be considered and could devote sufficient time to serve on the following board or commission:

Bicentennial Committee

Party Affiliation

Field not completed.

Field not completed.

Why are you interested in serving on these boards/commissions?

As Chairmen of the Board of Advisors at the Ypsilanti Historical Museum, I feel it is important for to have involvement in the celebration of our communities unique and noteworthy past 200 years.

Work/volunteer experience related to the board or commission:

Board of Advisors Chairmen at YHS.

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

Yes

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

Yes

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Qualifications

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

Name	John Gawlas
Email Address	
Address	
City	Ypsilanti
State	Michigan
Zip Code	48197
Phone Number	
Number of Years in the Community	48
Ward You Live In	Ward 2
Education	BS 1977 - Eastern Michigan University
Occupation	Help Desk Coordinator
Employer	University of Michigan - Institute for Social Research
Are you applying for youth membership?	Field not completed.
Are you registered to vote in the City of Ypsilanti?	Yes

I would like to be considered and could devote sufficient time to serve on the following board or commission:

Bicentennial Committee

Party Affiliation

Field not completed.

Field not completed.

Why are you interested in serving on these boards/commissions?

Since my first encounter with Ypsilanti to attend Eastern Michigan University, I have developed a real sense of place in this community. There is also my own history with this city, having raised a family here, supported community events and participated in local government. Yet, I know that a real history of Ypsilanti should be told through an anthology of individual stories informed by unique experiences and different perspectives. Even though I have lived in Ypsilanti for over 40 years, there much about the people who have lived here that I want to know. I want this bicentennial to be honest and inclusive, incorporating as much of the foibles, legends, and eccentricities that have defined our city during the past 200 years.

Work/volunteer experience related to the board or commission:

Chairperson, Ypsilanti Heritage Festival (1992-1993)
Board Member, Ypsilanti Convention & Visitors Bureau (1993-2000)
Treasurer, Ypsilanti Central Business Community (1994-1996)
Vice President, Michigan Festivals & Events Association (1994-1995)

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Yes

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Yes

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Qualifications

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Name	Jeff Guyton
Email Address	
Address	
City	Ypsilanti
State	MI
Zip Code	48197
Phone Number	
Number of Years in the Community	49
Ward You Live In	1
Education	Bachelors of science
Occupation	Business owner
Employer	Field not completed.
Are you applying for youth membership?	Field not completed.
Are you registered to vote in the City of Ypsilanti?	Yes

I would like to be considered and could devote sufficient time to serve on the following board or commission:

Bicentennial Committee

Party Affiliation

Democrat

Field not completed.

Why are you interested in serving on these boards/commissions?

My family has lived in Ypsi for 3 generations now. I'm a proud resident and would love to serve on this commission.

Work/volunteer experience related to the board or commission:

Rutherford Pool Board
College of Arts and Sciences Board
Numerous political campaigns
Etc.

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Yes

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Yes

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Qualifications

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Name	John McCurdy
Email Address	
Address	
City	Ypsilanti
State	MI
Zip Code	48198
Phone Number	
Number of Years in the Community	17
Ward You Live In	I do not live in the City
Education	Ph.D., Washington University in St. Louis, 2004; M.A., University of Chicago, 1996; B.A., Knox College, 1995
Occupation	Professor of History
Employer	Eastern Michigan University
Are you applying for youth membership?	No
Are you registered to vote in the City of Ypsilanti?	No

I would like to be considered and could devote sufficient time to serve on the following board or commission:

Bicentennial Committee

Party Affiliation

Field not completed.

Field not completed.

Why are you interested in serving on these boards/commissions?

I am a Professor of American history at EMU and am currently on the History Subcommittee which is writing a history of Ypsilanti for the bicentennial.

Work/volunteer experience related to the board or commission:

I am a long-time member of St. Luke's Episcopal Church in Ypsilanti and currently serve on the Vestry (governing board). I am also in the seventeenth year at EMU.

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

Yes

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

Yes

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Qualifications

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Name	Katie Hoffman
Email Address	[REDACTED]
Address	[REDACTED]
City	Ann Arbor
State	MI
Zip Code	48108
Phone Number	[REDACTED]
Number of Years in the Community	30
Ward You Live In	Field not completed.
Education	Masters of Social Work (MSW), Bachelors of Journalism and Mass Communications
Occupation	Communications and Policy Specialist
Employer	Washtenaw County Office of Community and Economic Development
Are you applying for youth membership?	No
Are you registered to vote in the City of Ypsilanti?	No

I would like to be considered and could devote sufficient time to serve on the following board or commission:

Bicentennial Committee

Party Affiliation

Field not completed.

Field not completed.

Why are you interested in serving on these boards/commissions?

As the sixth generation of my family to reside in Ypsilanti, I am a proud resident and have been the majority of my life. It would be an honor to serve my community on the Bicentennial Committee to celebrate our beautiful city. I believe my past and present work and volunteer experiences would be an asset in planning a ceremony/event to celebrate 200 years of Ypsilanti.

Work/volunteer experience related to the board or commission:

I have more than 10 years of experience in community event planning, marketing, and strategic communications. A few examples of this work include:

- Plan and execute community resource fair at the annual Parkridge SummerFest and Joe Dulin Community Day event
- Create flyers and promotional materials for Washtenaw County OCED programs and events
- Planned and executed an annual Back to School Celebration to provide school supplies and ensure academic preparedness for 100 foster youth and their families for Hands Across The Water child welfare agency
- Managed website content and campus advertisements through the production of event promotion, marketing and recruitment materials to increase event turn out and engagement with department for U of M School of Environment and Sustainability
- Spearheaded first annual Breaking Barriers 5K run in collaboration with the Nyaka AIDS Orphans Project, which raised more than \$5,000 to support beneficiaries in both India and Uganda
- Developed campus-wide awareness campaigns to inform hundreds of MSU students about global poverty and gender inequality issues
- Conducted video interviews with UM ICPSR Summer Program's Diversity Scholar recipients to show major donors the impact of ICPSR's Summer Program on its participants

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

Yes

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

Yes

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Qualifications

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Name	Bill Nickels
Email Address	
Address	
City	Ypsilanti
State	MI
Zip Code	48197
Phone Number	
Number of Years in the Community	64
Ward You Live In	2
Education	BS, MA
Occupation	retired
Employer	retired
Are you applying for youth membership?	Field not completed.
Are you registered to vote in the City of Ypsilanti?	Yes

I would like to be considered and could devote sufficient time to serve on the following board or commission:

Bicentennial Committee

Party Affiliation

Field not completed.

Field not completed.

Why are you interested in serving on these boards/commissions?

I want Ypsi's bicentennial celebration to be successful!

Work/volunteer experience related to the board or commission:

President of the Ypsilanti Historical Society

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

Yes

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

Yes

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Qualifications

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Name	Evangeline Shipe
------	------------------

Email Address	
---------------	--

Address	
---------	--

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

State	Michigan
-------	----------

Zip Code	48198
----------	-------

Phone Number	
--------------	--

Number of Years in the Community	2
----------------------------------	---

Ward You Live In	3
------------------	---

Education	2 Bachelors of science, 1 AA
-----------	------------------------------

Occupation	Teacher
------------	---------

Employer	Edu1st Schools
----------	----------------

Are you applying for youth membership?	No
--	----

Are you registered to vote in the City of Ypsilanti?	No
--	----

I would like to be considered and could devote sufficient time to serve on the following board or commission:

Ypsilanti Downtown Development Authority, Historic District Commission, Bicentennial Committee

Party Affiliation

Field not completed.

X

Why are you interested in serving on these boards/commissions?

I love Ypsilanti so much I visited here once and moved here a few months later.
I'd like to help facilitate that feeling for others as it is truly is wonderful place to be.
200 years is a huge milestone-I want to help get the word out and make this into the celebration that the town and the people deserve.

Work/volunteer experience related to the board or commission:

-Volunteered and worked wwith Monroe's First Fridays & DDA

- Regular participation in Ypsi's local events and frequenting of local spots

-Living in a local historical building and neighborhood

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

Yes

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

Yes

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Qualifications

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Name	James Huffman
------	---------------

Email Address	
---------------	--

Address	
---------	--

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

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

Zip Code	48197
----------	-------

Phone Number	
--------------	--

Number of Years in the Community	2
----------------------------------	---

Ward You Live In	2
------------------	---

Education	Graduate student
-----------	------------------

Occupation	General Contractor
------------	--------------------

Employer	Castor-fiber
----------	--------------

Are you applying for youth membership?	No
--	----

Are you registered to vote in the City of Ypsilanti?	Yes
--	-----

I would like to be considered and could devote sufficient time to serve on the following board or commission:

Historic District Commission, Ypsilanti Housing Commission, Planning Commission, Zoning Board of Appeals, Property Maintenance Construction Board of Appeals

Party Affiliation

Field not completed.

Field not completed.

Why are you interested in serving on these boards/commissions?

I have a strong sense of community and would like to put my experience in construction and utility work to good use.

Work/volunteer experience related to the board or commission:

17 years experience in residential construction. 3 years experience working with local non-profit housing organization. 4 years experience working for municipal public service and water utility services.

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Yes

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

Yes

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Qualifications

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Name	Delrhea Byrge
Email Address	
Address	
City	Ypsilanti
State	MI
Zip Code	48197
Phone Number	
Number of Years in the Community	1.5
Ward You Live In	3
Education	Associate in Applied Science - Visual Communications
Occupation	Sales / Consulting
Employer	Self Employed - Antique/Appraisal Business
Are you applying for youth membership?	No
Are you registered to vote in the City of Ypsilanti?	Yes

I would like to be considered and could devote sufficient time to serve on the following board or commission:

Historic District Commission

Party Affiliation

Field not completed.

Field not completed.

Why are you interested in serving on these boards/commissions?

After working for several years on a 100+ year old home in Detroit's Indian Village, I moved to Ypsilanti to restore and help preserve the stunning Greek Revival Ballard-Breakey home on 125 N. Huron. I learned a great deal working with various skilled tradesmen in Detroit to bring the vision to life, restoring both the interior and exterior to its original grandeur. As a resident and small business owner in Ypsilanti, specializing in antique and historical items, I am dedicated to preserving our city's rich history. My work history demonstrates my genuine passion for historical preservation / restoration and I believe my knowledge and experience could be of great value to this committee and our community.

Work/volunteer experience related to the board or commission:

I served as Communication Chair and Corresponding Secretary on the Indian Village Woman's Garden Club Board for several years and was also on both the Historical Home and Garden Tour and Historical Holiday Home Tour committee. I also have select board experience for the Ballard-Breakey Association as well as the Historic Indian Village Association board and for properties in Ann Arbor and Sanibel Island, Florida.

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

Yes

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

Yes

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Resolution No. 2022-082
April 5, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or three (3) members of Council.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
5 day of April 2022

#Resolution No. 2022-082