



**CITY OF YPSILANTI
CITY COUNCIL MEETING
JUNE 21, 2022 @ 7:00 PM
CITY HALL - COUNCIL CHAMBERS
One South Huron, Ypsilanti, MI 48197**
[VIRTUAL ACCESS](#)
Revised 6-20-2022

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. PUBLIC COMMENT (3 MINUTES)

VI. PRESENTATIONS

- 4 - 18** A. Depot Town Parking Feasibility Update - Project Manager Bonnie Wessler
[Presentation](#)

VII. ORDINANCES FIRST READING

- 19 - 83** A. Ordinance 13, Planned Unit Development: Financial Services Use at 611 W. Cross St.
1. Resolution No. 2022-142, determination.
2. Public Hearing.
3. Resolution No. 2022-143, closing the public hearing.
[Supporting Documents - Pdf](#)

VIII. CONSENT AGENDA

- 84** A. Resolution No. 2022-144, approving the Consent Agenda.
[2022-144 - Pdf](#)
- 85 - 92** B. Resolution No. 2022-145, approving the minutes of the June 7, 2022 Meeting.
[2022-145 - Pdf](#)
- 93 - 235** C. Resolution No. 2022-146, approving Ordinance 1394, an ordinance entitled "Planned Unit Development: 220 N Park". **(Second Reading)**
[2022-146 - Pdf](#)

- 236 - 239** D. Resolution No. 2022-147, approving the administrative services contract for the Fire and Police Pension Board
[2022-147 - Pdf](#)

IX. RESOLUTIONS/MOTIONS/DISCUSSIONS

- 240 - 310** A. Resolution No 2022-140, approving the Community Benefits Agreement with Lincoln Avenue Capital for the Development of 845 & 945 Clark. **(Tabled June 7th)**
[2022-140 - Pdf](#)
- 311 - 351** B. Resolution No. 2022-148, approving the Community Development Agreement with Renovare for the Development of the 220 N Park.
[2022-148 - Pdf](#)
- 352 - 424** C. Resolution No. 2022-149, approving the Brownfield Plan for 220 N Park.
[2022-149 - Pdf](#)
- 425 - 484** D. Resolution No. 2022-150, approving the Fee Schedule for Fiscal Year 2022-2023.
[2022-150 - Pdf](#)
- 485 - 493** E. Resolution No. 2022-151, approving a towing contract with Budget Towing.
[2022-151 - Pdf](#)
- 494 - 495** F. Resolution No. 2022-152, supporting the passage of the Sickie Cell Care Expansion Act. (added)
[2022-152 - Pdf](#)

X. BOARD AND COMMISSION - NOMINATIONS

- 496 - 497** A. **Sustainability Commission**
Shannon Baer - (Exp 5/1/2025) New Appointment
1212 N Congress St.
Ypsilanti, MI 48197
[Application](#)
- 498 - 500** B. **Parks and Recreation (added)**
Lola Malmer - (Exp. 7/1/2023) Youth Member
913 Pleasant Drive
Ypsilanti, MI 48197
[Application](#)
- 501 - 502** C. **Downtown Development Authority (added)**
Ylondia Portis - (Exp. 7/1/2025) Reappointment
8763 Trillium Drive - Non-Resident
Ypsilanti, MI 48197
[Application](#)

XI. 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

XII. LIAISON REPORTS

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

XIII. COUNCIL PROPOSED BUSINESS

XIV. COMMUNICATIONS FROM THE MAYOR

XV. COMMUNICATIONS FROM THE CITY MANAGER

XVI. COMMUNICATIONS

- A. City Council Meeting on Eastern Michigan University's Campus.

XVII. PUBLIC COMMENT (3 MINUTES)

XVIII. REMARKS FROM THE MAYOR

XIX. ADJOURNMENT

503

- A. Resolution No. 2022-153, adjourning the City Council Meeting.
[2022-153 - 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.

DEPOT TOWN

Parking Structure Feasibility Study

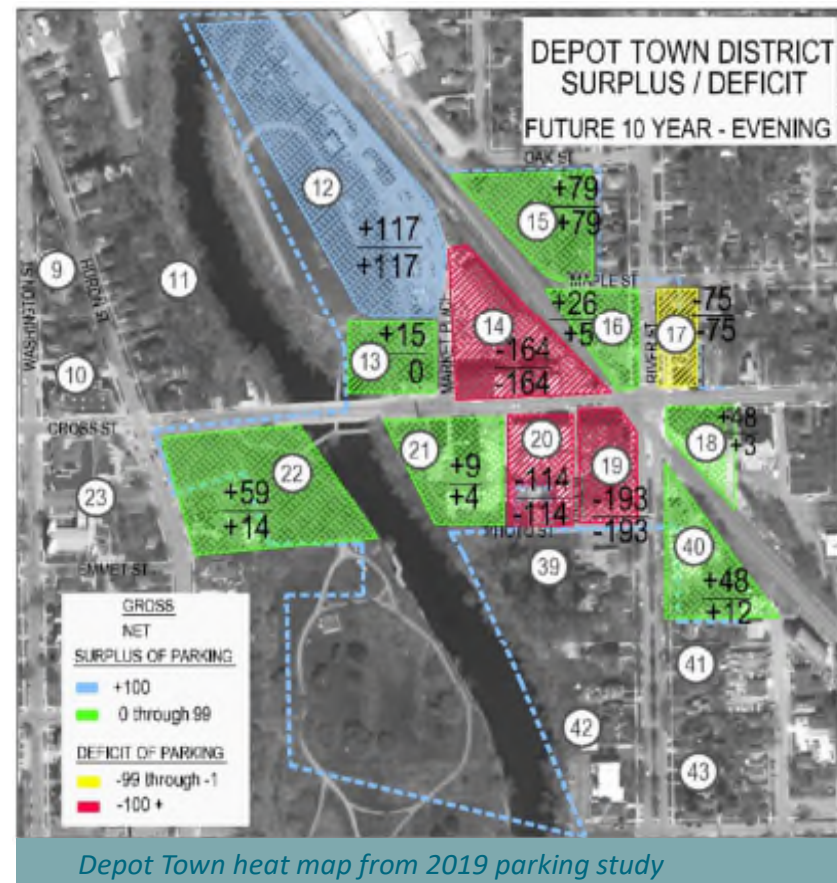
Ypsilanti, Michigan

June 21, 2022



History

- 2019 parking study
 - 10-year projection: net deficit of 256-312 spaces
 - In Depot Town, Cross Street has highest parking deficit
 - Thursday, Friday, and Saturday evenings are peak demand times; entertainment use
- 2021 Fishbeck retained to study parking structure options



Depot Town heat map from 2019 parking study

Parking Structure Feasibility Study Objectives

- Evaluate structured parking at two sites
- Net space gain of 250 spaces, minimum
- Parking for Cross Street destinations, weekend evening entertainment
- Respect Frog Island Park uses
- Possible train stop integration





ARCHITECTURE/
ENGINEERING



INFRASTRUCTURE



ENVIRONMENTAL



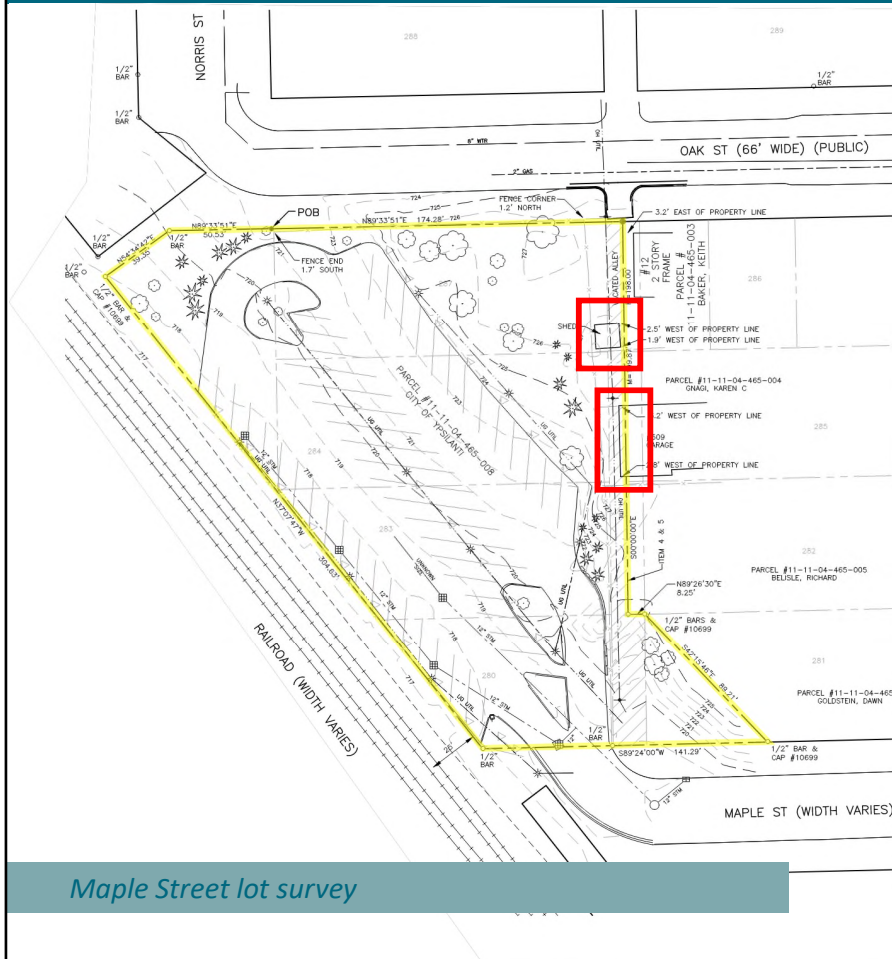
CONSTRUCTION

Parking Feasibility Study Scope

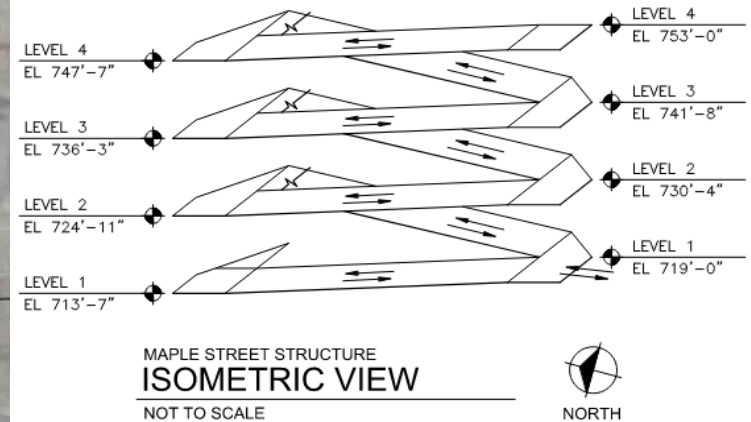
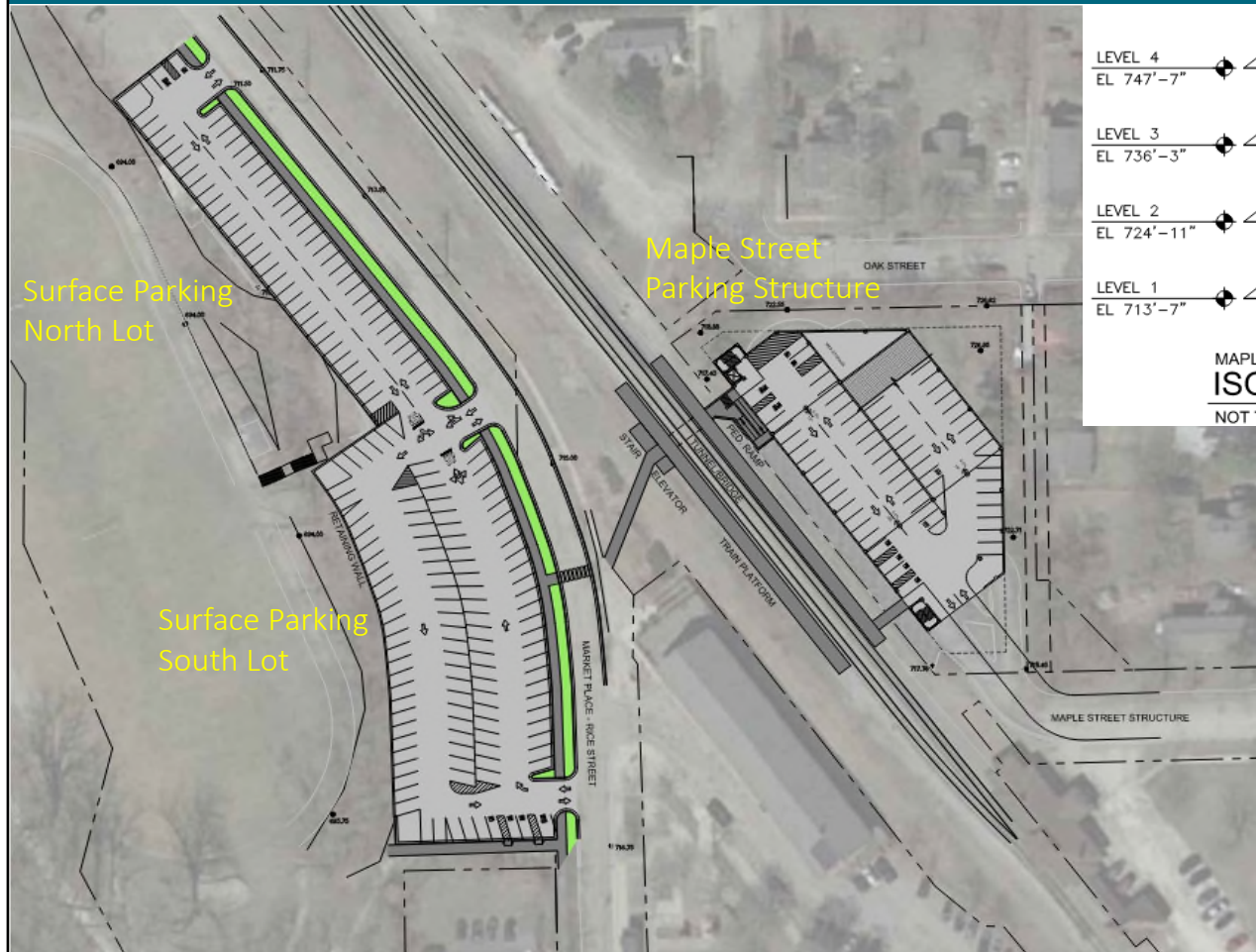
- Survey
 - Boundary
 - Topography
- Geotechnical  **SME**
 - 2 soil borings each site
- Environmental (Phase I)
- Parking Options
- Traffic Study

Maple Street Lot Site

- Survey
 - Existing encroachments
- Geotechnical
 - Native material (no fill), preliminary recommendation for ground improvements
 - Additional testing likely would eliminate need for ground improvements
- Environmental
 - No concerns identified
- Floodplain
 - Not in floodplain
- Utilities
 - Nothing unusual



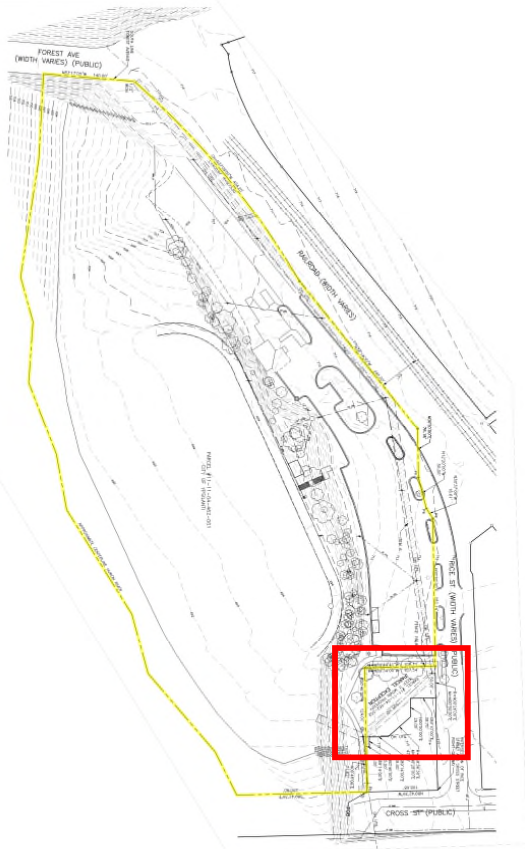
Maple Street lot survey



Frog Island Park Surface Parking	176
North Lot	62
South Lot	114
Maple Street Parking Structure	254
TOTAL PARKING SPACES	430
NET GAIN PARKING SPACES	272



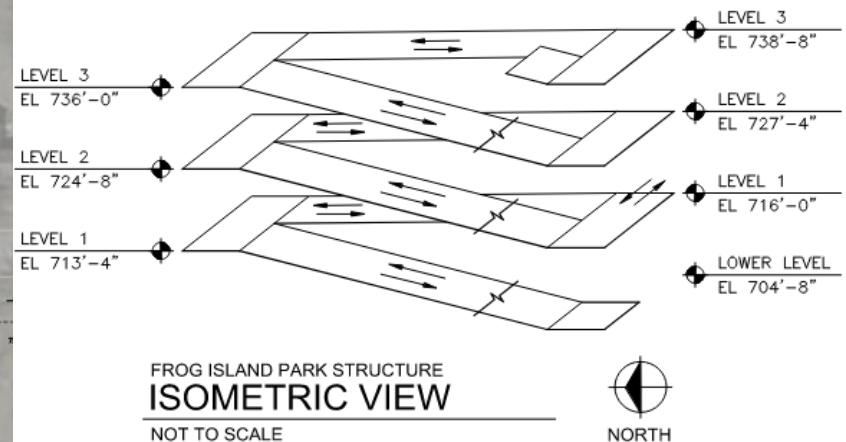
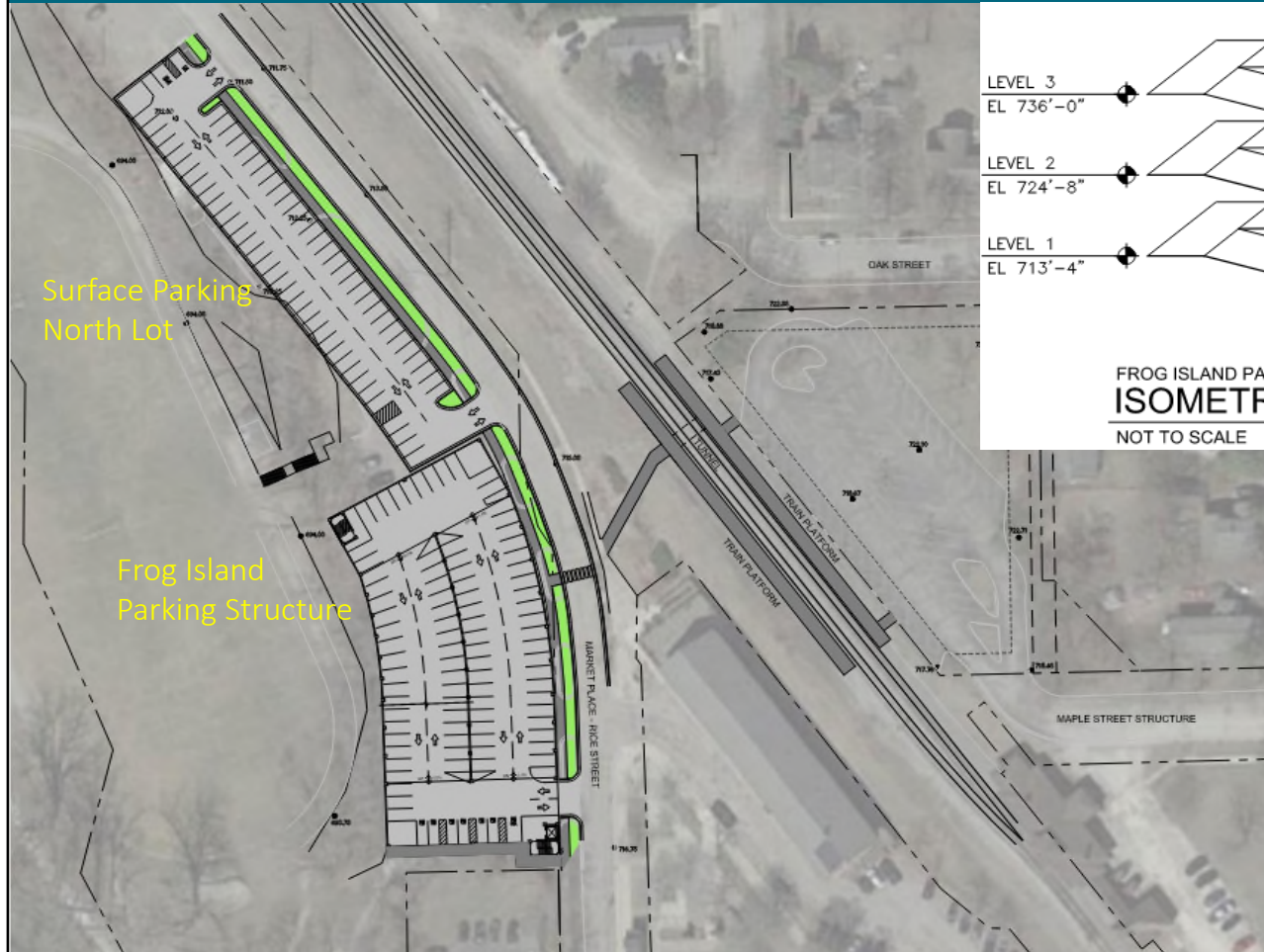




Frog Island Park survey

Frog Island Park Site

- Survey
 - Parcel exception issue
- Geotechnical
 - Existing fill material
 - *In situ* improvement required
 - Slab underdrain system required
- Environmental
 - Site identified as a “facility”
 - Undocumented fill
 - Old underground storage tanks
- Floodplain
 - Yes, at running track level
- Utilities
 - Overhead power lines in easement



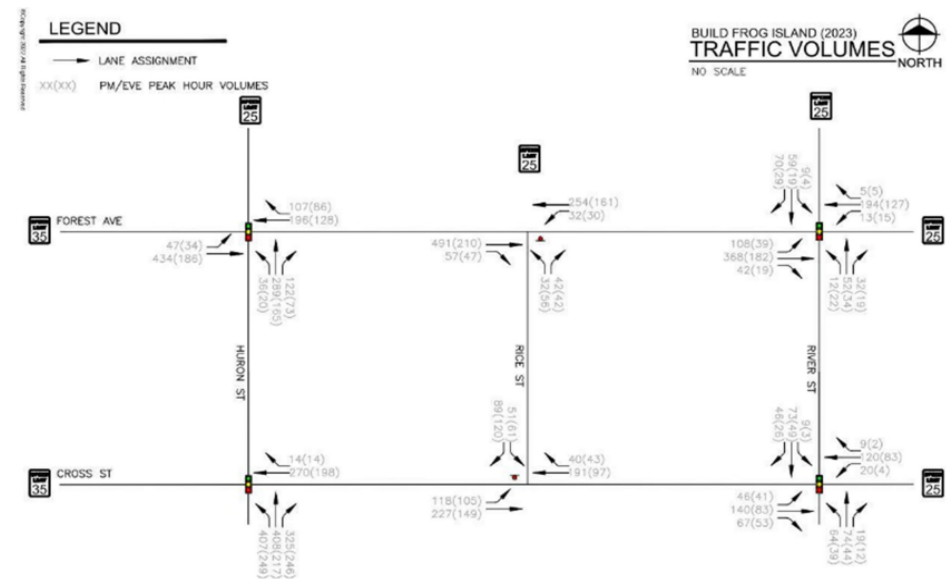
Frog Island Park Surface Parking	66
Frog Island Parking Structure	304
TOTAL PARKING SPACES	370
NET GAIN PARKING SPACES	275





Traffic Study

- Scope
 - 6 intersections
 - Existing conditions
 - Future “no-build” conditions
 - Future “build” conditions
- Conclusions
 - No significant impacts
 - Level of service D or better
 - Signal timings appropriate
 - Some turn lane queue lengths exceeded, but constrained



Cost Estimate

	Frog Island Parking Structure	Maple Street Lot Parking Structure
PRELIMINARY CONSTRUCTION COST		
Construction Cost without Soft Costs or Escalation		
Parking Structure	\$10,010,000	\$8,600,000
Construction Cost / Space	\$32,928	\$33,858
Construction Cost / SF	\$99.60	\$92.23
Surface Lot	\$230,000	\$820,000
Construction Cost / Space	\$3,485	\$4,659
Construction Cost / SF	\$11.92	\$15.10
Total Construction Cost without Soft Costs or Escalation	\$10,240,000	\$9,420,000
Soft Costs (20% of Construction Cost)	\$2,048,000	\$1,884,000
Construction Cost with Soft Costs (Budget)	\$12,288,000	\$11,304,000
Overall Average Cost / Space	\$33,211	\$26,288
Overall Average Cost / Added Space	\$44,684	\$41,559

Questions?



Frog Island Park structure - massing figure



Maple Street lot structure - massing figure



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Andy Aamodt
DATE: June 21, 2022
SUBJECT: EMUCU Planned Unit Development (611 W Cross St)

DESCRIPTION:

EMUCU Planned Unit Development (611 W Cross St)

SUMMARY:

The applicant, Eastern Michigan University Credit Union (EMUCU), is seeking a Planned Unit Development (PUD) for their proposed credit union at 611 W Cross St. Planning Commission reviewed the application and the site plans at their May 18th 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: a pedestrian plaza, vacated curb cut, reduced impervious surface and improvement stormwater management, and the rehabilitation and reuse of an existing vacant building.

In this case, the applicant applied for the following departures, and all were approved by the Planning Commission (see the full list of departure details in Figure 5 of the attached staff report):

- Frontage buildout for a "CM" building type
- Accessory building footprint maximum size
- Minimum number of stories
- Building entrance orientation
- ATMs/ITMs amplifying sound

Even though staff recommended the PUD be denied, Planning Commission did recommend approval, and the Planning Commission recommendation should carry more weight in City Council's review. Planning Commission was mostly satisfied with the benefits proposed and in their opinion the application was substantially complying with the site plan review and PUD standards. The Commission also believed that

adding some of the conditions of approval would mitigate any adverse effects of the site plan layout and function.

Please see the May Planning Commission minutes for the full list of Planning Commission's recommended conditions of approval. Please see the attached Planning Commission staff review for further discussion/analysis if needed. 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, and the PUD agreement recordation, will need to be finalized prior to issuance of a Certificate of Occupancy.

RECOMMENDATION

Planning Commission recommended City Council approve the Planned Unit Development at their May 2022 regular meeting. The motion passed 5-1.

RECOMMENDED ACTION: Adopt

ATTACHMENTS: Resolution, Ordinance, Planned Unit Development Agreement, Planning Commission Minutes, Planning Commission Staff Report, Site Plan Set (dated May 13, 2022), Applicant Provided Memo and Materials

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-142
June 21, 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 Ypsilanti is a “great place to do business, especially the green and creative;” and

WHEREAS, the applicant, Eastern Michigan University Credit Union, 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 “EMUCU 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 21 day of June 2022

#Resolution No. 2022-142

City of Ypsilanti
Notice of Adopted Ordinance
Ordinance No. 1395

An Ordinance Entitled "EMUCU Planned Unit Development"

THE CITY OF YPSILANTI ORDAINS:

That the property with the address 611 W Cross St, tax identification codes 11-11-40-180-014 and 11-11-40-180-005, and legal description 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. 2022-143
June 21, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing to consider an ordinance titled "EMUCU 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 21 day of June 2022

#Resolution No. 2022-143

DRAFT FOR CITY COUNCIL REVIEW 06/21/22

EASTERN MICHIGAN UNIVERSITY CREDIT UNION PLANNED UNIT DEVELOPMENT AGREEMENT

This Planned Unit Development (“PUD”) Agreement (the “Agreement”) is by and between The University of Michigan (“Developer”), whose address is 340 East Huron Street, Ann Arbor, Michigan 48104, 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 is the owner 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 develop, own, and operate the property as a credit union (financial institution) with remote ATM/ITM facilities. It is acknowledged by the parties that the Property as described herein that is developed under the PUD Documents is not the whole of Parcel 2. Part F of Parcel 2 as described in Exhibit A is reserved for future development. References to the “Property” throughout this Agreement pertain only to Parcel 1 and Parcel 2, Parts A through E, as shown on the approved PUD Plans.
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 EMU Credit Union Planned Unit Development (“EMU Credit Union”). Developer is the developer and proprietor of the EMU Credit Union.
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 EMU Credit Union will be capable of accommodating increased service and facility loads caused by the EMU Credit Union, (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 EMU Credit Union ("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 EMU Credit Union, as attached to the Permit Conditions as defined in 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 May 18, 2022, Action Minutes of the Ypsilanti Planning Commission. The Planning Commission's motion to approve and Figure 5 of the Staff Report referenced therein are shown in the attached Exhibit B. For clarity purposes, all departures depicted on Figure 4 were approved by the Planning Commission, and are approved departures for the EMU Credit Union PUD, notwithstanding a staff recommendation to disapprove any particular departure.
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. 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.
8. Any and all conditions of the approval of the Ypsilanti City Council and Planning Commission pertaining to the EMU Credit Union as reflected in the official minutes of such meetings.

9. 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 EMU Credit Union, 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.
10. The Granting Ordinance.
11. Any and all other easements and restrictions of record acceptable to the Developer and any lender or investor in the EMU Credit Union PUD contemplated by this Agreement.

Furthermore, but for the approved departures and waivers described in the PUD Documents, 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 EMU Credit Union. 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. The departures and waivers described in Exhibit B do not constitute a conflict or discrepancy with the City ordinances.

- 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 EMU Credit Union, all buildings and site amenities shall be laid out, situated, and designed as described on the approved PUD Plan. The permitted land uses 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 maintain existing municipal water and sewage systems on the Property, that are outside of the City’s right of way, in accordance with the approved PUD Plan and all applicable standards, codes, regulations, ordinances, and laws.
- 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 signage on the Property, the Property shall be considered as zoned C – Center Zoning

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 Center Zoning District as it existed on the effective date of the City's Zoning Ordinance amendment granting rezoning of the Property to the EMU Credit Union .

F. Drives Parking Lots and Walkways.

1. But for the City's waivers and approved departures in the PUD Plan, including the City's waiver of the 10' setback provided in Section 122.683(h) of the Zoning Ordinance, all drives, walkways 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, in accordance with any shared parking or access agreements, shall be responsible for maintenance and repairs (including all costs associated therewith) of the drives, walkways, entranceways, and parking lots during the period of construction and beyond. Developer shall ensure provisions for such ongoing maintenance are incorporated into any shared parking or access agreements in compliance with the City's ordinances.
3. Prior to completion of the paving of drives, walkways 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, walkways, parking lots, and/or streets as required by this Section F, in addition to any enforcement authorization or remedy provided in 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 and pedestrian 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. 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 reasonably 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 reasonably 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, 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 there is a determination by a court or tribunal of competent jurisdiction that Developer has materially breached its obligations pursuant to this Agreement or approved PUD Plan, Developer shall pay all court costs and attorney fees incurred by City in connection with such suit. In the event Developer prevails in any such action brought by the City, the City shall pay Developer all court costs and attorney fees incurred by Developer 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.

J. 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.

K. 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.

L. 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 not inconsistent with the nature and intent of the PUD Documents. But for the approved departures and waivers described in 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. This provision shall not be interpreted as a waiver by the Developer of its due process afforded by applicable law, including but not limited to, the Michigan Zoning Enabling Act, MCL 125.3101 et seq.

M. 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 Developer 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.

N. 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 EMU Credit Union 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]

University of Michigan,

By: Tom Kuslikis
Its: Vice President of Accounting and Finance

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 University of Michigan, and did not represent
that she/he was duly authorized to execute this document on behalf of said University of Michigan.

_____, 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

611 W. Cross Street (11-11-040-180-014, Part of Parcel 2)

617 W. Cross Street (11-11-40-180-005, Parcel 1)

The land is described as follows: City of Ypsilanti, County of Washtenaw, State of Michigan

PARCEL A:

Commencing at a point on the South line of Cross Street 44 feet East of the Southeast corner of Cross and Brower Street as now located and running thence Easterly 42 feet more or less to land of Seymour; thence Southerly along the West line of said Seymour's land 110 feet; thence West in a line parallel with Cross Street 42 feet more or less to lands of George J. Zwergle; thence North 110 feet to the Place of Beginning, being part of Lot 1 in Block 2 of David F. Ballentine and Richard E. Morse's Allotment of the Western Addition to the Village (now City) of Ypsilanti according to the plat thereof as recorded in Liber 0 of Deeds, Page 125, Washtenaw County Records.

PARCEL B:

Lot 2 in Block 2, David F. Ballentine and Richard E. Morse's Allotment of the Western Addition to the Village (now City) of Ypsilanti, as recorded in Liber 0 of Deeds, on Page 125, excepting all that part of said lot conveyed off the North end thereof by Michael Casey to the City of Ypsilanti by deed dated June 4, 1858 and recorded in Liber 44 of Deeds, page 8, Washtenaw County Records.

PARCEL C:

Lot 3, Block 2, according to the Plat of David F. Ballentine and Richard E. Morse's Allotment of the Western Addition to the Village (now City) of Ypsilanti as recorded in Liber 0 of Deeds, on Page 125, Washtenaw County Records, except that part thereof lying North of a line drawn from a point 65 links South of the Northwest corner of Lot 1 in said Block Easterly to a point 47 links South of the Northeast corner of Lot 6 in said Block deeded to the City of Ypsilanti for street purposes by deed recorded in Liber 44, page 7, Washtenaw County Records.

PARCEL D:

Commencing at the Southeast corner of the intersection of Cross Street and College Place, as now laid out and used, French Claim No. 691, City of Ypsilanti, Washtenaw County, Michigan; thence Southerly 110.00 feet along the East line of College Place for a Place of Beginning, said point being 151.64 feet North of the Northeast corner of intersection of College Place and Emmet Street, as now laid out and used, thence Easterly deflecting 89 degrees 52 minutes to the left 88.00 feet parallel with the Southerly line of Cross Street; thence Southerly deflecting 89 degrees 52 minutes to the right 53.28 feet parallel with the Easterly line of College Place; thence Westerly deflecting 93 degrees 09 minutes to the right 88.00 feet parallel with the Northerly line of Emmet Street; thence Northerly deflecting 86 degrees 51 minutes to the right 48.64 feet along the Easterly line of College Place to the Place of Beginning, being a part of said French Claim No. 691 and a part of Lots 1 and 7 of Block 2 of Morse and Ballentine's Addition to the City of Ypsilanti as recorded in Liber 0 of Deeds, on Page 125, Washtenaw County Records

PARCEL E:

Commencing at the intersection of the South line of Cross Street with the East line of College Place (formerly Brower Street), as now located, running thence Southerly along the East line of 12 College Place (formerly Brower Street) one hundred and ten feet; thence Easterly parallel with the South line of Cross Street forty-four feet; thence Northerly parallel with the East line of College Place (formerly Brower Street) one hundred and ten feet to the South line of Cross Street; thence Westerly along the South line of Cross Street to the place of beginning, being a part of Lot 1, Block 2 according to the recorded plat of David F. Ballentine and Richard E. Morse's Allotment to the Western Addition to the Village of Ypsilanti, as recorded in Liber 0 of Deeds, Page 125, Washtenaw County Records.

PARCEL F:

Commencing at a point 50 feet North of the Northeast corner of Emmet and Brower Street, and running thence East 88 and 26/100 feet on a line parallel with Emmet Street; thence North 53 feet parallel with Brower Street; thence West on a line parallel with Emmet Street to Brower Street; thence South along the East line of Brower Street, 53 feet to the Place of Beginning, being a part of Lot 7, Block 2, Morse and Ballentine's Allotment of the Western Addition to the City of Ypsilanti, as recorded in Liber 0 of Deeds, Page 125, Washtenaw County Records.

EXHIBIT B

Planning Commission Findings, Departures, and Conditions

Planning Commission Motion to Approve EMU Credit Union PUD

Motion to recommend City Council approve the Planned Unit Development at 611 W Cross with the following findings, departures, conditions, and waiver:

Findings:

1. The application, site plan, and land uses substantially comply with §122-311, 122-702, and 122-706.

Departures:

1. Planning Commission approves the departures listed in Figure 4 of the staff report.

Conditions:

1. Site plans shall undergo detailed engineering review.
2. Lighting plan shall be provided for administrative approval.
3. There shall be a minimum of 10 bicycle parking spaces.
4. "No idling" signage shall be provided at each ATM/ITM space.
5. Vegetative screening in compliance with zoning ordinance standards shall be provided along southern adjoining property.
6. The southernmost ATM/ITM be removed.
7. There be high visibility crosswalk markings added at the College Place driveway apron.

Waiver:

1. Planning Commission waives the 10 feet parking lot setback requirement for parking lot adjoining residential properties.

Offered By: Davis Jr.; Seconded By: Hollifield

Approved: Yes – 5; No – 1 (Schier); Absent – 2 (Donnelly, Simmons)

Motion Carried.

Figure 4 of May 18, 2022 Planning Commission Staff Report

Figure 4: List of Departures Requested

ORDINANCE PROVISION	REQUIRED	PROVIDED	RATIONALE FOR A HIGHER-QUALITY DEVELOPMENT
Commercial/ Mixed-Use – Large: Frontage buildout 122-476(H)	90% - 100%	~57%	The nonconforming frontage buildout is being improved by increasing from about 50% to 57%. The excess space is being used for an active, pedestrian plaza use and landscaping.
Commercial/ Mixed-Use – Large: Accessory building footprint 122-476(L)	800 sf maximum	1,240 sf	Staff does not believe this departure creates a higher quality development.
Commercial/ Mixed-Use – Large: Principal building height 122-476 (M)	2 – 8 stories	1 story	Staff does not believe this departure creates a higher quality development.
Building entrance orientation 122-607(a)	Building entrance must face the street. No principal building can be placed on a lot unless the building is situated in such a manner that the front entry into the building faces the street to which the property is addressed.	Building entrance faces College Place, the side street.	The addition of the pedestrian plaza leading to the building entrance is an improvement to the site, especially considering it largely displaces impervious surface of an unnecessary driveway with a pedestrian plaza with landscaping.
ITMs amplify sound 122-203	An automatic teller machine or similar device shall not be included in this	ITMs proposed amplify sound.	Staff does not recommend approval of this departure because of the proximity of the site to the residence to the south

	definition, provided that the device is not staffed and does not use any type of amplification device		and the residences to the east. The ITMs would be approximately 40 feet from the house to the south. (See Figure 12)
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rules regarding crosswalks and markings is one thing, but departing from normal practices and conditioning more is not Planning Commission's role.

- **Planned Unit Development: Financial Services Use at 611 W Cross St**
Staff presentation by the City Planner. He discussed why staff is not recommending approval. Staff is concerned about a vehicle centric design in this location.

- **Public Hearing**

Motion to open the public hearing.

Offered By: Hollifield; Seconded By: Bettis

Approved: Yes – 6; No – 0; Absent – 2 (Donnelly, Simmons)

None.

Motion to close the public hearing.

Offered By: Hollifield; Seconded By: Arthur

Approved: Yes – 6; No – 0; Absent – 2 (Donnelly, Simmons)

Commissioner Hollifield expressed concern about denying another business at this location.

Applicant – EMUCU spoke.

Commissioner Schier asked if the applicant has data that shows if the bank would lose customers if they didn't have the drive through. In this era it makes sense to not encourage cars to idle.

Commissioner Davis jr. asked about crosswalks, bike loops, and ATM/ITM accessibility for bicycles.

The commission discussed the elevation of the proposed building and the existing building.

Motion to recommend City Council approve the Planned Unit Development at 611 W Cross with the following findings, departures, conditions, and waiver:

Findings:

1. The application, site plan, and land uses substantially comply with §122-311, 122-702, and 122-706.

Departures:

1. Planning Commission approves the departures listed in Figure 4 of the staff report.

Conditions:

1. Site plans shall undergo detailed engineering review.
2. Lighting plan shall be provided for administrative approval.
3. There shall be a minimum of 10 bicycle parking spaces.
4. "No idling" signage shall be provided at each ATM/ITM space.
5. Vegetative screening in compliance with zoning ordinance standards shall be provided along southern adjoining property.
6. The southernmost ATM/ITM be removed.
7. There be high visibility crosswalk markings added at the College Place driveway apron.

Waiver:

1. Planning Commission waives the 10 feet parking lot setback requirement for parking lot adjoining residential properties.

Offered By: Davis Jr.; Seconded By: Hollifield

Approved: Yes – 5; No – 1 (Schier); Absent – 2 (Donnelly, Simmons)

Motion Carried.

VI. Committee Reports

- Non-motorized Advisory Committee
 - May Meeting Minutes

Commissioner Davis Jr. provided the update that the Committee wants to focus on zero traffic fatalities or serious injuries. They would like to see a resolution to confirm the goal. They are hoping for a subcommittee within the Nonmotorized Committee that focuses on Vision Zero.



City of Ypsilanti

Community & Economic Development Department

May 18, 2022

**Staff Review of Planned Unit Development
611 W Cross St**

GENERAL INFORMATION

Applicant: University of Michigan Credit Union
340 E Huron St
Ann Arbor, MI 48104

Project: EMU Credit Union PUD

Public Hearing Date: May 18, 2022

Location: 611 W Cross St
Parcel ID# 11-11-40-180-005 and 11-11-40-180-014

Zoning: C – Center

Action Requested: Planned Unit Development Approval

Staff Recommendation: Denial

PROJECT AND SITE DESCRIPTION

The applicant is seeking a Planned Unit Development (PUD) for a site redevelopment at 611 W Cross St. The use of the property will be for an EMU Credit Union. The property is currently occupied by a one story commercial building, formerly used as a bank at one time and most recently used by EMU.

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, the applicant 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. Ultimately, the development must be higher quality than if zoning ordinance standards were strictly adhered to. Broadly, the benefits listed by the applicant include but are not limited to: a pedestrian plaza, vacated curb cut, shared parking opportunities with neighboring businesses, reduced impervious surface and improved stormwater management, and sustainability in reusing the building.

Figure 1: Site Aerial (2020)



Figure 2: Photo, Front of Current Building (May 11, 2022)



Figure 3: Land Use and Zoning of Surrounding Area

	LAND USE	ZONING
NORTH	EMU Campus	EMU
EAST	Multi-family residential	C
SOUTH	Single-family residential	CN
WEST	Restaurant	C

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. 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 0.69 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 PUD is for a credit union use, which is allowed (as *financial services*) in the Center zoning district.

To clarify the land use involved, the property will be used in a manner that replicates drive-through financial services, but reading the *drive-through* definition, facilities involving ATMs or similar devices (i.e. Interactive Teller Machines) are exempt from the drive through definition. The *drive through* definition in §122-203 states "Drive-through service means a business activity so developed that its retail or service character provides a driveway approach and waiting spaces for motor vehicles so as to serve patrons while seated in their motor vehicle. An automatic teller machine or similar device shall not be included in this definition, provided that the device is not staffed and does not use any type of amplification device." Although the use of ATMs or ITMs that are accessed by vehicle may not be literal "drive through" service, the site's infrastructure and layout very much replicate the traditional bank drive-through. Staff has reservations about sponsoring approval of such a drive-through-like use, and those discussions are conducted in the site plan review section of this staff review.

Figure 4: List of Departures Requested

ORDINANCE PROVISION	REQUIRED	PROVIDED	RATIONALE FOR A HIGHER-QUALITY DEVELOPMENT
Commercial/ Mixed-Use – Large: Frontage buildout 122-476(H)	90% - 100%	~57%	The nonconforming frontage buildout is being improved by increasing from about 50% to 57%. The excess space is being used for an active, pedestrian plaza use and landscaping.
Commercial/ Mixed-Use – Large: Accessory building footprint 122-476(L)	800 sf maximum	1,240 sf	Staff does not believe this departure creates a higher quality development.
Commercial/ Mixed-Use – Large: Principal building height 122-476 (M)	2 – 8 stories	1 story	Staff does not believe this departure creates a higher quality development.
Building entrance orientation 122-607(a)	Building entrance must face the street. No principal building can be placed on a lot unless the building is situated in such a manner that the front entry into the building faces the street to which the property is addressed.	Building entrance faces College Place, the side street.	The addition of the pedestrian plaza leading to the building entrance is an improvement to the site, especially considering it largely displaces impervious surface of an unnecessary driveway with a pedestrian plaza with landscaping.
ITMs amplify sound 122-203	An automatic teller machine or similar device shall not be included in this	ITMs proposed amplify sound.	Staff does not recommend approval of this departure because of the proximity of the site to the residence to the south

	definition, provided that the device is not staffed and does not use any type of amplification device		and the residences to the east. The ITMs would be approximately 40 feet from the house to the south. (See Figure 12)
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Staff does not believe all of the departures will create a higher quality development. Standard not 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: The site has 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. The open space (non-impervious area) on the site increases from about 21% to about 36%. 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 zoning 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: As described in the site plan review section of this review below, the vehicle-oriented use of the site will have significant conflicts with the area's pedestrians. Also, the noise from the proposed ITM machines will likely transverse into other properties, such as the residential properties to the south and east. Standard not 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 proposed site plan does not fit the spirit and intent of the zoning ordinance and the Master Plan. The spirit and intent of this chapter, and the community-driven Master Plan, updated in 2021, are to encourage walkability in City Framework Centers (Chapter 4 and 6 of Shape Ypsilanti Master Plan), and consequently Center zoning districts. Center zoning districts are literally "Walkable Urban Districts". The stated intent of the Center zoning district "is to preserve the urban form, walkable nature and vibrant mix of uses in these areas" (§122-445). The proposed development, with the drive-through-like function, is in direct contradiction to the spirit of the Master Plan and Zoning Ordinance. The proposed development would be more appropriate in the General Corridor (GC) zoning district.

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."

There are technically two parcels, but because they have like ownership for zoning purposes they can be combined as one "zoning lot". The resultant site is 29,915 square feet. The proposed building will grow from 3,226 square feet to 3,533 square feet.

The character of the adjoining properties, and the properties along W. Cross St., are not drive-through oriented. The current site and arrangement are a deviation from the W. Cross corridor's character. The site should come into harmony with the surrounding corridor, not continue to deviate from it.

Figure 5: Building Type and Private Frontage Requirements

REF.	PROVISION	REQUIRED	EXISTING	PROPOSED	NOTES
For Walkable Urban Districts- Building Type Required					
<i>Blue text: site plan complies Red text: site plan does not comply Black text: existing nonconformity or not applicable Highlighted text: PUD Departure applied for by applicant.</i>					
122-465	Building Type	Commercial/Mixed-Use – Large	N/A	Commercial/Mixed-Use – Large	
122-476	Lot size	150,000 sf max	29,915 sf	29,915 sf	
122-476	Lot width	120 ft min 300 ft max	184 ft	184 ft	
122-476	Lot depth	500 ft max	116 – 212 ft	116 – 212 ft	
122-476	Lot coverage	90% max	11%	12%	
122-476	Street (front and side) setback	15 ft max	14 ft Cross St 61 ft College Pl	14 ft Cross St 48 ft College Pl	Building faces Cross St
122-476	Side (interior) setback	No min or max	30 ft	30 ft	
122-476	Rear setback	25 ft min	62 ft	62 ft	
122-476	Frontage buildout (%)	90% min 100% max	50%	57.6%	DEPARTURE NEEDED
122-476	Accessory building: size; street, side, and rear setbacks; building envelope; number of buildings	800 ft	N/A	Setbacks comply, however proposed building footprint for canopy accessory structure is 1,240 sf, exceeding the 800 sf maximum.	DEPARTURE NEEDED
122-476	Principal building height	2-8 stories	1 story	1 story	DEPARTURE NEEDED
122-476	Accessory structure height	15 ft max	N/A	13' 8"	
122-476	Parking location	Side, street side, rear yards	Rear yard	No change	

REF.	PROVISION	REQUIRED	EXISTING	PROPOSED	NOTES
Building Types' Private Frontage Requirements					
122-484	Private frontage type	Commercial			
122-484	Ground floor transparency	60% min	Not known	Appears to comply- shall be confirmed by applicant.	
	Height to bottom of window	2.5 ft max	Not known	Appears to comply	

	Yard requirements	Must have a min. 6' wide path and landscaping	N/A	Complies	
	Optional awning – clear depth	4' – 10'	N/A	Appears to comply	
	Optional awning – clear height	7 ft min	N/A	Appears to be 7'	
	Yard requirements	Landscaped/pervious and includes a path at least 3' wide connecting stoop to sidewalk.	N/A	Appears to comply	

Figure 6: 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 to which it is addressed.	Currently on W Cross St.	Proposed building entrance faces College Pl.	DEPARTURE NEEDED
	Existing easements	N/A	N/A	N/A	
	Planned easements	N/A	N/A	N/A	MDOT ROW
122-608	Trash receptacles & dumpsters	Masonry enclosure 1' taller than dumpster (no less than 6'), rear yard, 80% opaque wood swing door, on a concrete pad.	N/A	Dumpster and enclosure provided. Gate is proposed steel- shall be a wood gate.	Applicant shall revise and provide wood gate.
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. Lighting exceeds 0.5fc in a few places adjoining residential.	Applicant to submit revised lighting plan. Lighting shall be dark sky compliant.
122-610	Grading	Grading of all lots shall be conducted to divert water away from buildings and surrounding property, and prevent standing water.	N/A	Grading being conducted to route water to catch basins, appears to comply.	
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>	N/A	N/A	

Items to be addressed:

- Applicant shall confirm at least 60% ground floor transparency.

- Applicant shall provide wood gate on dumpster enclosure.
- Applicant shall submit revised lighting plan for administrative approval and confirm lighting is dark sky compliant.

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 College Place. The site plan removes the unnecessary curb cut to W Cross, which is a benefit in staff's opinion.

The use and function of the site as automobile-heavy detracts from the pedestrian and bicyclist safety in this walkable, high-density neighborhood.

Also, the City's 2021 Non-Motorized Transportation Plan Update strives for a number of goals, including a "Vision Zero" plan, eliminating all traffic fatalities and serious injuries in Ypsilanti. To reach that goal, a strategy the Plan Update recommends is that safety improvements should be coordinated and considered in planned projects and construction work in the City. Another goal is to encourage equity in non-motorized transportation planning. A site plan that caters disproportionately towards the person who can afford vehicular transportation is not advancing equity in the City's transportation planning, especially in such a walkable corridor. There are four ITM service lanes versus one noted ITM in the building.

Figure 7: 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.					
122-670	Traffic circulation standards	Traffic circulation standards	N/A	Not applicable for scope of work.	
122-671	Public service areas	Site shall provide adequate access for fire, police, sanitation, and public works vehicles.	N/A	Truck turning plan not provided. Fire Department shall review in detailed engineering review.	
122-672	Sidewalks	Sidewalks shall be provided along perimeter of the lot which abuts any street, or shall be modified by Planning Commission.	Existing	Some to be renovated/crosswalks ramped. Complies.	

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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	Some plantings listed on the landscaping plan appear to close to/within the 10' required traffic visibility triangle.	Applicant shall confirm no plantings > 30" within the 10' traffic visibility triangle.
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-cut is 22' wide.	
	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.	
	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 permitted to drain across a public sidewalk.	N/A	Site grading plan, stormwater and utility plan provided.	Drainage to be reviewed in detailed engineering.
	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	Parking lot surface is within 10' of adjacent lot to the south, but it appears drainage and fence screening is conducted. PC may waive this requirement.	PC may waive requirement.
	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.	

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	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.	
	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 lot.	
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	N/A not required	
	Parking landscaping: trees to parking spaces ratio	1 tree per every 8 parking spaces = 2 trees	N/A	2 parking lot trees provided at east end of parking lot.	
	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	ROW screening planting opacity and height not known.	Screening plantings parallel to College PI ROW shall be confirmed 80% opacity and 3-4' high.

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	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.	
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.	
	Parking dimensions for standard vehicles: degrees, width, length	Dimensions shall be noted on plans.	N/A	Parking space dimensions comply.	
	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	N/A	
	Parking dimensions for standard vehicles: maneuvering lane width, total width	Required 22' maneuvering lane for two-way.	N/A	22' wide	
122-691	Parking space base calculation	Financial services: 1 per 300 feet of usable floor area. Only gross floor area is noted at $3,533/300 = 12$ spaces Note: Parking is not required for non-residential uses in Center zone	38 spaces	15 provided	
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. 15 spaces provided.	
122-693	Required bicycle parking	1 bicycle parking space per 5 vehicle parking spaces. Requires 3 bicycle spaces.	N/A	4 spaces provided	

Items to be addressed:

- Applicant shall confirm plantings will not affect traffic visibility triangle at curb cut.
- Parking lot surface is too close to the residential property to the south, unless Planning Commission waives setback requirement due to drainage and landscaping being addressed.
- Applicant shall confirm screening plantings parallel to College Place ROW are 80% opacity and 3-4' high.

Figure 8: College Place Sidewalk (May 11, 2022)



Figure 9: W Cross St Sidewalk (May 11, 2022)



Figure 10: Current Rear Parking Area (May 11, 2022)



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 is proposing stormwater improvements, including a 2,500 cubic foot underground detention system.

Detailed engineering review required due to construction of new building addition, utility work, stormwater management, landscaping, grading, 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 and City Council grant 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.

Figure 11: 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 separate 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	Tree protection plan provided.	
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 reviewed administratively to comply with tree list and plant standards.

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122-634	Required screening	Screening is required when any building with 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.	N/A	Fence provided and plan notes it will match existing. It is an opaque privacy fence, but not known if it is 6' tall. More thorough screening by landscaping (i.e. evergreens) is recommended to mitigate sound.	Fence shall be confirmed to be 6' tall and opaque.
122-635	Fences and walls		N/A	Fence shall be detailed (see above).	
122-636	Street trees	1 per 30 feet of lineal frontage = 7 on W Cross St, and 7 on College Pl required	N/A	4 new street trees provided on W Cross to combine with 3 existing. 7 new street trees provided on College Pl	
122-637	Foundation landscaping	For certain zoning districts/ building types. 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	N/A	
122-638	Site landscaping	Site needs to be at least 10% landscaped, excluding ROWs	N/A	Site is 10% landscaped.	

Items to be addressed:

- Tree and plantings list should be reviewed administratively to comply with tree list and plant standards.
- New fencing shall be confirmed to be 6' tall and opaque.

Figure 12: Proximity to Residence on College Place (May 11, 2022)



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, etc. shall be permitted through Department of Public Services for College Place ROW and through MDOT for W Cross St ROW.

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 not in alignment with the following Master Plan guiding values:

- **Safety comes first:** As stated above, eliminating all traffic-related fatalities and serious injuries is a key goal of the 2021 Non-Motorized Transportation Plan Update as well.
- **Ypsilanti is sustainable:** The Sustainability Plan chapter of the Master Plan (Chapter 12) describes energy-related goals, including decreasing "the community's emissions by 171,310 metric tons of CO2E by 2030." Prioritizing non-motorized transportation improvements is a key component of that goal. A site plan that encourages idling vehicles and vehicle transportation is not advancing that goal.
- **Easily walk, bike, drive or take transit from anywhere:** This site plan sacrifices the walking and biking ability for the comfort of the vehicle, and does not fit the intent of the 2021 Non-Motorized Transportation Plan Update either.

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 and the way it will function as an automobile-heavy use is not consistent with the Center zoning district's intent. It does not fit 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 improved stormwater management and the pedestrian plaza with landscaping are very clear substantial benefits to the users of the project, and to the surrounding neighborhood. However, staff believes the use of the site and its function as an intense automobile-oriented use outweigh those benefits.

- (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: Outdoor activity will take place under the ITM canopy, but is screened with a privacy fence. However, without further screening, there is likely to be sound amplified across the boundaries of the site into the neighboring properties. Planning Commission may consider limiting the hours of operation so that the sound does not bother these properties.

With 165 housing units within a 300 foot radius of the site, the neighborhood is one of the most densely populated in all of the City (see map, Figure 13), and has a large student population accessing EMU on foot or on bicycle. The PUD's site plan as presented is very vehicle-oriented and would increase the chance of dangerous conflicts between pedestrians/bicyclists and vehicles.

Figure 13: Number of Housing Units within 300 Foot Buffer



(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: Again, the development will encourage greater vehicle transportation, prioritizing such over the pedestrian-oriented nature of the neighborhood, and will likely pose conflicts with pedestrians with increased in-and-out vehicle use, and vehicle queuing that may block the sidewalk.

- (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: A material increase for public services, facilities, and utilities does not seem likely.

- (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 under the site plan review section. Staff believes this site plan's development is inconsistent with the Master Plan.

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

COMMENT: It is not known if the development would result in an unreasonable negative economic impact upon surrounding properties.

- (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

STAFF RECOMMENDATIONS: SITE PLAN

Staff recommends Planning Commission recommend City Council **deny** the Planned Unit Development at 611 W Cross St with the following findings:

Findings:

1. The site plan does not substantially comply with §122-311, 122-702, and 122-706.
2. The site plan conflicts with §122-311(b) in that it does not fit with the spirit and the intent with the Center zoning district.
3. The site plan conflicts with §122-311(c) in that it does not fit with the W Cross St corridor's character as a walkable urban district.
4. The site plan conflicts with §122-311(d) in that it decreases pedestrian and bicyclist safety.
5. The site plan conflicts with §122-311(k) in that it does not fit with the spirit of the Master Plan, notably the guiding values of Safety comes first, Ypsilanti is sustainable, and Easily walk, bike, drive, or take transit from anywhere.
6. All of the PUD departures requested do not result in a higher quality development.

Note- if Planning Commission were to recommend approval of the PUD, the following should be considered:

- Planning Commission should cite, in its findings, that the PUD complies with 122-311, 122-702, and 122-706.
- Staff recommends conditioning approval with the list of "items to be addressed" in this site plan staff review to ensure further compliance.
- If Planning Commission does not approve of any single departures, Planning Commission should explicitly state so in their motion.

Andy Aamodt
City Planner, Community & Economic Development Division

CC File
 Applicant



ARCHITECTS. ENGINEERS. PLANNERS.

May 11, 2022

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

Attention: Mr. Andy Aamodt

Regarding: 611 Cross St – EMU Credit Union
Site Plan Review No. 1
OHM Job No. 0094-22-1040

Dear Mr. Aamodt:

The applicant is requesting site plan approval for proposed re-use of an existing building at 611 Cross St for the Eastern Michigan University Credit Union. The project consists of renovating the existing building and building an addition to the west side of the building. The site work will include new asphalt pavement in parking areas, and underground storm water management system, and new landscaping. The applicant proposes to utilize existing utility connections for the sanitary and water services. We have reviewed the plans with a date of April 20, 2022, for compliance with local ordinances and general engineering standards and offer the following comments:

1. The plan set shall be signed and sealed by a Professional Engineer licensed in the State of Michigan.
2. The applicant shall provide a proposed heavy duty concrete pavement cross section on the plans.
3. The applicant shall include sign type callouts on the plan view. Additionally, details shall be added to the plans for all proposed signage, including the credit union monument sign.
4. The plan view shall show where proposed detectible warning surfaces are proposed, if applicable.
5. A detailed review of the grading will be completed under engineering review of the provided grading plan. Spot grades shall be provided along the lot lines and at lot corners to ensure drainage is remaining on-site. Additionally, the applicant shall provide spot grades at 50-foot intervals along the proposed sidewalks to ensure ADA compliance.
6. The applicant shall provide the preliminary size and material of all proposed utilities on the plans. It should also be noted that City Ordinance allows for proposed plastic pipe only in areas outside of the influence of pavement. The pipe must be High Density Corrugated Polyethylene (HDPE) with a smooth interior. It must conform to AASHTO M294-Type S.
7. Storm sewer structures should have a unique identifier provided in the plan view of utility sheets.
8. A detailed review of the storm water management system will be completed under detailed engineering review.
9. Plantings should have a minimum 5-foot clearance between underground utilities. It appears the gas line and 12-inch storm downspout from the building have proposed plantings within 5-feet.

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

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OHM-Advisors.com

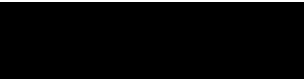


10. Sheet 11 SESC Details shows a table for Permanent Maintenance Tasks and Schedule and is missing the underground detention system. The applicant should provide a proposed maintenance schedule for the underground detention system during engineering review.
11. Review and approval from the Fire Department is required. Building fire suppression and hydrant location requirements will be determined by the Fire Department. Additionally, the applicant shall provide dimensioned truck turning templates on the plans to ensure site circulation can adequately accommodate a standard fire apparatus, garbage pickup, or the largest truck anticipated to traverse the site. This shall also include the largest vehicle anticipated to traverse the drive through ATMs.
12. Proposed work within the Cross Street Right-of-Way will require a permit from the Michigan Department of Transportation (MDOT).
13. Existing water and sanitary services should be shown on the plans. Review and approval for the water and sanitary work will be required from the Ypsilanti Communities Utility Authority (YCUA). The applicant should coordinate with YCUA regarding the existing water and sanitary service(s).
14. Review and approval of the Soil Erosion and Sedimentation Control Plan will be required from the Washtenaw County Water Resources Commissioner's Office to obtain a soil erosion and sedimentation control permit.

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

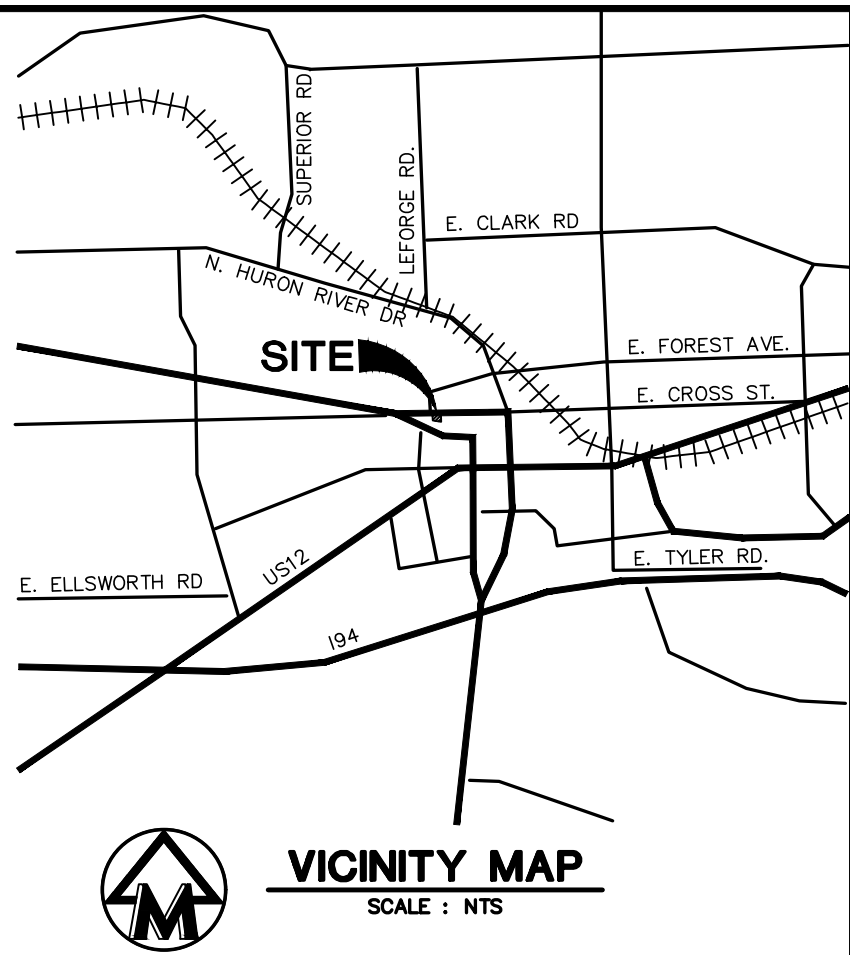
CC: Ron Akers, AICP, Department of Public Works
Scott Westover, PE, YCUA
Kent Early, PE, OHM
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EMU CREDIT UNION

CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN

PUD SITE PLAN



PROPERTY ADDRESS

611 CROSS STREET
YPSILANTI, MI 48197

OWNER/APPLICANT

UNIVERSITY OF MICHIGAN CREDIT UNION
340 EAST HURON STREET
ANN ARBOR, MI 48104
CONTACT: DEANNE RAMOS
734-662-8200 x2760

ENGINEER/LANDSCAPE ARCH.

MIDWESTERN CONSULTING, LLC
3815 PLAZA DRIVE
ANN ARBOR, MI 48108
CONTACT: CANDICE BRIERE
734-995-0200

ARCHITECT

HOBBS & BLACK ARCHITECTS
100 N. STATE STREET
ANN ARBOR, MI 48104
CONTACT: THOM PHILLIPS
734-663-4189

SITE DATA

	Existing	Allowed / Required	Proposed
Zoning			
Zoning District	C - Central	C - Central	PUD - Planned Unit Development
Use	Vacant Building	Financial Services, including Banks (No Drive-Through or Drive-In Facilities)	Credit Union with Remote ATM/ITM Facilities
Permitted Building Types	SC - Single Story Commercial Building	AH, CS, CM, CL, MB (determined by building type)	CL - Commercial/Mixed-Use Large
Site Area	29,915 sf	(determined by building type)	29,915 sf
Lot Width	0.69 ac	(determined by building type)	0.69 ac
	184 ft	(determined by building type)	184 ft
Building			
Gross Floor Area	3,226 sf	NA	307 sf proposed 3,533 sf total
Lot Coverage	10.8 %	(determined by building type)	11.8 %
Frontage Buildout	50.5 %	(determined by building type)	57.4 %
Building Height	1 story	2 stories min.	1 story
Building Setbacks			
Front	14 ft Cross Street ft College Place	(determined by building type)	14 ft Cross Street ft College Place
Side	30 ft (east)	(determined by building type)	30 ft (east)
Rear	62 ft (south)	(determined by building type)	62 ft (south)
Accessory Building (ATM/ITM Canopy)			
Building Footprint Area	NA	800 sf max.	1,240 sf
Impervious Surface Coverage			
Open Space Area	6,440 sf	NA	10,720 sf
	21.53 %	NA	35.83 %
Vehicular Parking			
Design Standards	Parking Space Dimensions: 9ft x 18ft Aisle Width: Varies	Parking Space Dimensions: 9ft x 18ft Aisle Width: 22ft	Parking Space Dimensions: 9ft x 18ft Aisle Width: 22ft
Setbacks	14 ft (north) 18 ft (west) 3 ft (east) 3 ft (south)	10 ft	60 ft (north) 9.5 ft (west) 7 ft (east) 3 ft (south)
Required Parking	38 spaces	12 spaces	15 spaces
financial service, including banks		1 per 300 sf usable floor area, plus 2 stacking spaces for each drive-through transaction station 3,533 / 300 = 12 spaces	
Required Loading	0 space	0 space	0 space
office		0-99,999 sf - 0	
Bicycle Parking			
	0 spaces	1 per 5 vehicular parking spaces required: 2 minimum = 15 / 5 = 3 spaces	4 spaces



SITE MAP

SCALE : NTS

PROJECT NARRATIVE

UNIVERSITY OF MICHIGAN CREDIT UNION IS REQUESTING THE NECESSARY APPROVALS AND PERMITS TO ALLOW FOR A PROPOSED RE-USE PROJECT AT 611 W CROSS STREET. THE SITE IS CURRENTLY VACANT AND INCLUDES AN EXISTING BUILDING OF APPROXIMATELY 3,226 SF, AS WELL AS THE ASSOCIATED ACCESS DRIVES AND PARKING AREAS. THE PROPOSED PROJECT INCLUDES INTERIOR RENOVATIONS AND A 307 SF ADDITION TO THE EXISTING BUILDING, AS WELL AS PAVEMENT IMPROVEMENTS AND LANDSCAPING ENHANCEMENTS FOR USE AS A CREDIT UNION WITH REMOTE ATM/ITM FACILITIES.

THE EXISTING SITE IS 0.69 ACRE IN SIZE AND IS ZONED C: CENTRAL. THE PROJECT IS PROPOSED AS A PLANNED UNIT DEVELOPMENT TO ACCOMMODATE THE PROPOSED ATM/ITM FACILITIES AND EXISTING BUILDING TYPE WHICH ARE NOT CURRENTLY PERMITTED IN THE C ZONING DISTRICT. THE EXISTING BUILDING WILL REMAIN AND WILL UNDERGO RENOVATIONS TO ACCOMMODATE THE PROPOSED CREDIT UNION. A SMALL BUILDING ADDITION IS PROPOSED FOR THE WEST SIDE OF THE BUILDING TO PROVIDE FOR A VESTIBULE AREA ORIENTED TOWARD THE INTERSECTION. SITE WORK WILL INCLUDE NEW ASPHALT PAVEMENT IN THE PARKING AREAS, AN UNDERGROUND STORMWATER MANAGEMENT SYSTEM, AND INSTALLATION OF ADDITIONAL LANDSCAPING, INCLUDING DECIDUOUS, EVERGREEN, AND ORNAMENTAL TREE PLANTINGS, AND SHRUBS.

WATER AND SANITARY SEWER SERVICE WILL BE PROVIDED TO THE BUILDING FROM EXISTING UTILITY CONNECTIONS. STORMWATER MANAGEMENT FACILITIES DO NOT CURRENTLY EXIST FOR THE SITE, BUT A NEW UNDERGROUND DETENTION SYSTEM IS BEING PROVIDED AS PART OF THE PROPOSED SITE IMPROVEMENTS TO HELP MANAGE STORMWATER RUNOFF. ACCESS TO THE SITE WILL BE PROVIDED VIA ONE EXISTING CURB CUT ON COLLEGE PLACE. THE EXISTING CURB CUT ON W CROSS STREET WILL BE REMOVED AS PART OF THE PROPOSED PROJECT.

- THE PROPOSED PUD IS PROVIDING THE FOLLOWING PUBLIC BENEFITS AS PART OF THIS PROJECT:
- A PEDESTRIAN PLAZA WITH BIKE HOOPS AND EXTENSIVE LANDSCAPING WILL BE PROVIDED TO ENHANCE THE INTERSECTION AT W CROSS STREET AND COLLEGE PLACE.
 - THE EXISTING CURB CUT ON W CROSS STREET WILL BE VACATED, THEREBY PROVIDING FOR IMPROVED PEDESTRIAN ACCESS TO THE SITE AND SAFER PEDESTRIAN CONNECTIVITY ALONG W CROSS STREET. REMOVING THE CURB CUT ALSO ALLOWS FOR INSTALLATION OF THREE ADDITIONAL METERED ON-STREET PARKING SPACES IN W CROSS STREET.
 - THE CREDIT UNION PARKING LOT WILL BE MADE AVAILABLE FOR USE BY NEIGHBORING BUSINESSES DURING EVENINGS AND WEEKENDS (OUTSIDE OF THE CREDIT UNION'S NORMAL BUSINESS HOURS).
 - THE TOTAL AMOUNT OF IMPERVIOUS SURFACE AREA ON THE SITE WILL BE REDUCED BY OVER 14%, AND AN UNDERGROUND DETENTION SYSTEM WILL BE PROVIDED TO MANAGE STORMWATER RUNOFF ON THE SITE.
 - THE EXISTING BUILDING, WHICH IS OVER 55 YEARS OLD, WILL BE RENOVATED AND REUSED TO REACTIVATE AND ENHANCE THIS SEGMENT OF THE CROSS STREET CORRIDOR.

- DEVIATIONS REQUESTED AS PART OF THE PROPOSED PUD INCLUDE THE FOLLOWING:
- REMOTE ATM/ITM FACILITIES ARE INCLUDED AS PART OF THE PROPOSED PROJECT.
 - THE EXISTING ONE-STORY BUILDING DOES NOT MEET THE MINIMUM HEIGHT REQUIRED FOR COMMERCIAL/MIXED-USE LARGE BUILDINGS (2 STORIES).
 - THE EXISTING BUILDING, INCLUDING THE PROPOSED ADDITION, DOES NOT MEET THE MINIMUM FRONTAGE BUILDOUT REQUIRED FOR COMMERCIAL/MIXED-USE LARGE BUILDINGS (90%).
 - THE BUILDING ENTRANCE IS BEING REORIENTED TOWARD THE PEDESTRIAN PLAZA NEAR THE NORTHWEST CORNER OF THE SITE, AND THE BUILDING WILL NO LONGER HAVE DIRECT ACCESS ALONG W CROSS STREET.
 - THE REMOTE ATM/ITM FACILITIES ALLOW FOR LIVE INTERACTION WITH TELLERS INSIDE THE CREDIT UNION BUILDING AND WILL PRODUCE SOUND DURING NORMAL BUSINESS HOURS. OUTSIDE OF THE CREDIT UNION'S NORMAL OPERATING HOURS, THE ATM/ITM FACILITIES FUNCTION SIMILARLY TO A STANDARD ATM WITH LITTLE/NO SOUND PRODUCTION.
 - THE CANOPY OVER THE PROPOSED ATM/ITM FACILITIES EXCEEDS THE MAXIMUM PERMITTED BUILDING FOOTPRINT FOR ACCESSORY BUILDINGS (800 SF).

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SHEET INDEX

#	SHEET TITLE
01	COVER SHEET
02	EXISTING CONDITIONS PLAN
03	REMOVALS PLAN
04	DIMENSIONAL LAYOUT PLAN
05	GRADING AND SOIL EROSION CONTROL PLAN
06	UTILITY AND STORM WATER MANAGEMENT PLAN
07	LANDSCAPE PLAN
08	LANDSCAPE DETAILS
09	TREE PROTECTION PLAN
10	DETAILS
11	SESC DETAILS
12	PHOTOMETRIC PLAN
13	LIGHTING DETAILS
A-1	FLOOR PLANS
A-2	EXTERIOR ELEVATIONS
A-3	EXTERIOR RENDERINGS

EMU CREDIT UNION

JOB No.	22053	DATE: 04/20/2022
REVISIONS:		SHEET 01 OF 16
UPDATED PROJECT NARRATIVE	04/29/22	CADD: CMB
REVISED PER CITY REVIEW	05/13/22	ENG: TPH
		DWG: TPH
		TECH: CTS
		7/22053CV1

01



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RELEASED FOR:

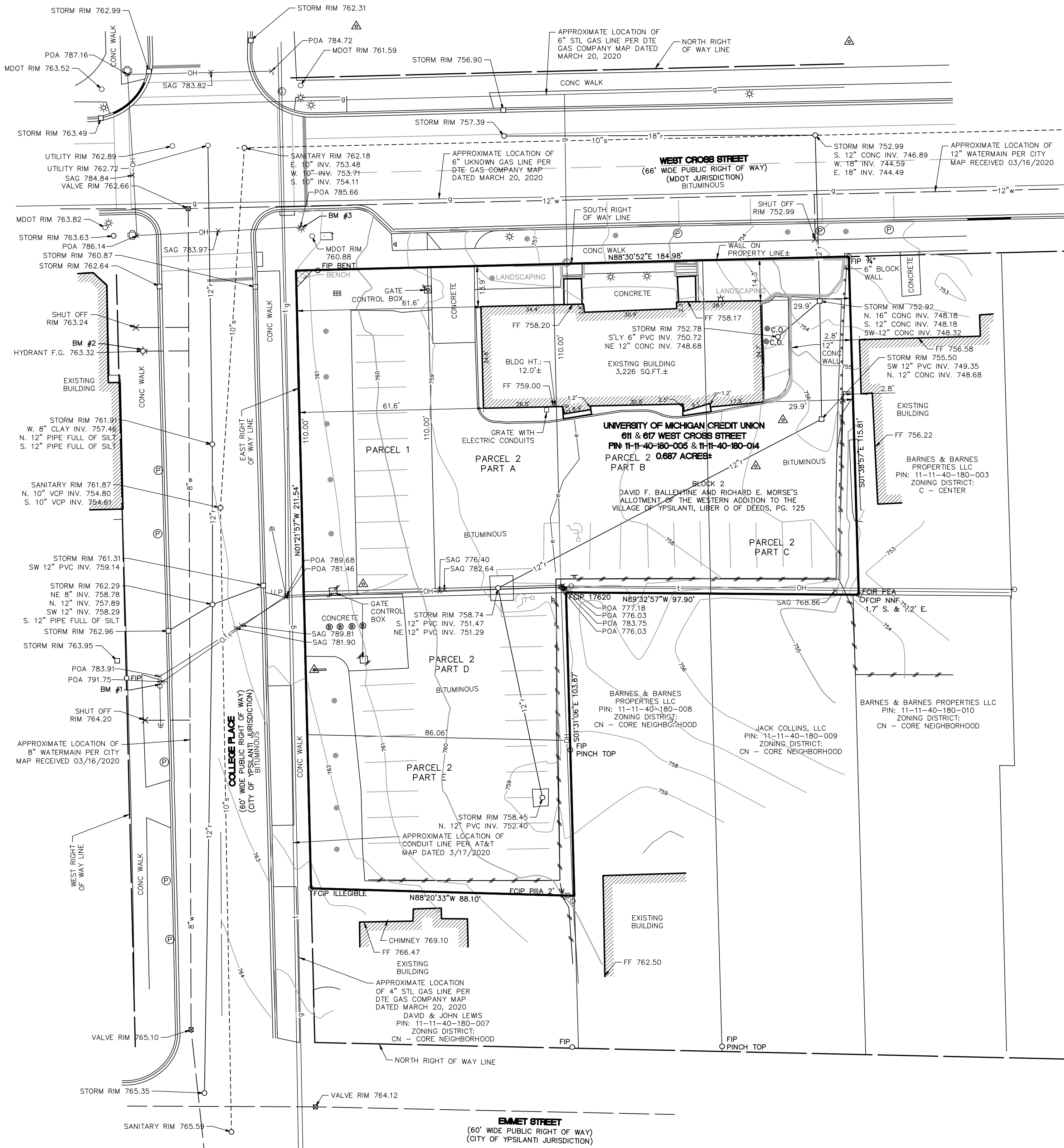
DATE

SITE PLAN SUBMITTAL TO CITY	04/20/2022
SITE PLAN SUBMITTAL TO CITY	04/29/2022
SITE PLAN SUBMITTAL TO CITY	05/13/2022

P.E. #

M:\City\1134\Proj\1134053\Site Plan\22053\Site Plan.dwg, 5/17/2022 11:45 AM, Candice W. Brifare, 02 EXISTING CONDITIONS PLAN, MCLLC REF. 163
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NOTES

1. THE BASE SURVEY WAS PREPARED BY ATWELL IN MARCH 2020.
2. BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83), SOUTH ZONE, GROUND DISTANCES, INTERNATIONAL FEET. VERTICAL DATUM IS BASED ON NAVD88.
3. THE SITE SHOWN HEREIN IS LOCATED WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NUMBER 26161C0426E, DATED APRIL 3, 2012.
4. WATER MAIN, STORM SEWER, SANITARY SEWER AND FRANCHISE UTILITY STRUCTURES HAVE BEEN FIELD LOCATED WHERE VISIBLE. UTILITY AND AS-BUILT MAPS HAVE BEEN REQUESTED AND SOME MAPS HAVE BEEN RECEIVED AT DATE OF THIS SURVEY. FRANCHISE UTILITY MAPS HAVE BEEN REQUESTED FROM THE APPROPRIATE FRANCHISE COMPANIES, BUT NOT ALL MAPS HAVE BEEN RECEIVED AT DATE OF SURVEY.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXACT LOCATIONS OF ALL UNDERGROUND UTILITIES AND STRUCTURES AND TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCING WORK.
6. PARKING STRIPING WAS EXTREMELY FADED AT TIME OF SURVEY. PARKING STRIPING SHOWN IS APPROXIMATE PER AERIAL IMAGERY.

LEGAL DESCRIPTION

SCHEDULE A DESCRIPTION PER COMMITMENT FOR TITLE INSURANCE ISSUED BY ABSOLUTE TITLE, INC., FILE NO.: 84528 REV. 1, EFFECTIVE DATE: JUNE 25, 2018:

PARCEL 1 COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF CROSS STREET WITH THE EAST LINE OF COLLEGE PLACE (FORMERLY BROWER STREET), AS NOW LOCATED, RUNNING THENCE SOUTHERLY ALONG THE EAST LINE OF COLLEGE PLACE (FORMERLY BROWER STREET) 110 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF CROSS STREET 44 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF COLLEGE PLACE (FORMERLY BROWER STREET) 110 FEET TO THE SOUTH LINE OF CROSS STREET; THENCE WESTERLY ALONG THE SOUTH LINE OF CROSS STREET TO THE PLACE OF BEGINNING, BEING A PART OF LOT 1, BLOCK 2, DAVID F. BALLENTINE AND RICHARD E. MORSE'S ALLOTMENT OF THE WESTERN ADDITION TO THE VILLAGE (NOW CITY) OF YPSILANTI, AS RECORDED IN LIBER O OF DEEDS, PAGE 125, WASHTENAW COUNTY RECORDS, AND A PART OF FRENCH CLAIM NO. 691, CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN.

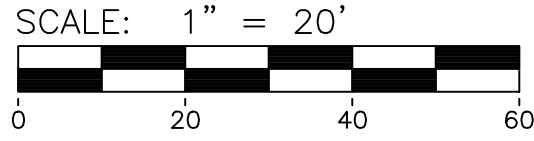
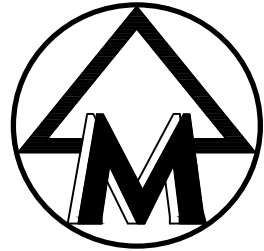
PARCEL 2 PART A: COMMENCING AT A POINT ON THE SOUTH LINE OF CROSS STREET 44 FEET EAST OF THE SOUTHEAST CORNER OF CROSS AND BROWER STREET AS NOW LOCATED AND RUNNING THENCE EASTERLY 42 FEET MORE OR LESS TO LAND OF SEYMOUR; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SEYMOUR'S LAND 110 FEET; THENCE WEST IN A LINE PARALLEL WITH CROSS STREET 42 FEET MORE OR LESS TO LANDS OF GEORGE J. ZWIERGLE; THENCE NORTH 110 FEET TO THE PLACE OF BEGINNING, BEING PART OF LOT 1, BLOCK 2 OF DAVID F. BALLENTINE AND RICHARD E. MORSE'S ALLOTMENT OF THE WESTERN ADDITION TO THE VILLAGE (NOW CITY) OF YPSILANTI, AS RECORDED IN LIBER O OF DEEDS, PAGE 125, WASHTENAW COUNTY RECORDS;

PARCEL 2: LOT 2, BLOCK 2, DAVID F. BALLENTINE AND RICHARD E. MORSE'S ALLOTMENT OF THE WESTERN ADDITION TO THE VILLAGE (NOW CITY) OF YPSILANTI, AS RECORDED IN LIBER O OF DEEDS, PAGE 125, WASHTENAW COUNTY RECORDS, EXCEPTING ALL THAT PART OF SAID LOT CONVEYED OFF THE NORTH END THEREOF BY MICHAEL CASEY TO THE CITY OF YPSILANTI BY DEED DATED JUNE 4, 1858, AND RECORDED IN LIBER 44 OF DEEDS, PAGE 8, WASHTENAW COUNTY RECORDS.

PART C: LOT 3, BLOCK 2, DAVID F. BALLENTINE AND RICHARD E. MORSE'S ALLOTMENT OF THE WESTERN ADDITION TO THE VILLAGE (NOW CITY) OF YPSILANTI, AS RECORDED IN LIBER O OF DEEDS, PAGE 125, WASHTENAW COUNTY RECORDS, EXCEPT THAT PART THEREOF LYING NORTH OF A LINE DRAWN FROM A POINT 65 LINKS SOUTH OF THE NORTHWEST CORNER OF LOT 1 IN SAID BLOCK EASTERLY TO A POINT 47 LINKS SOUTH OF THE NORTHEAST CORNER OF LOT 6 IN SAID BLOCK DEEDED TO THE CITY OF YPSILANTI FOR STREET PURPOSES BY DEED RECORDED IN LIBER 44, PAGE 7, WASHTENAW COUNTY RECORDS.

PART D: COMMENCING AT THE SOUTHEAST CORNER OF THE INTERSECTION OF CROSS STREET AND COLLEGE PLACE, AS NOW LAID OUT AND USED, FRENCH CLAIM NO. 691, CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN; THENCE SOUTHERLY 110.00 FEET ALONG THE EAST LINE OF COLLEGE PLACE FOR A PLACE OF BEGINNING, SAID POINT BEING 151.64 FEET NORTH OF THE NORTHEAST CORNER OF THE INTERSECTION OF COLLEGE PLACE AND EMMET STREET, AS NOW LAID OUT AND USED, THENCE EASTERLY DEFLECTING 89°05'2" TO THE LEFT 88.00 FEET PARALLEL WITH THE SOUTHERLY LINE OF CROSS STREET; THENCE SOUTHERLY DEFLECTING 89°52' TO THE RIGHT 53.28 FEET PARALLEL WITH THE EASTERLY LINE OF COLLEGE PLACE; THENCE WESTERLY DEFLECTING 93°09' TO THE RIGHT 88.00 FEET PARALLEL WITH THE NORTHERLY LINE OF EMMET STREET; THENCE NORTHERLY DEFLECTING 86°51' TO THE RIGHT 48.64 FEET ALONG THE EASTERLY LINE OF COLLEGE PLACE TO THE PLACE OF BEGINNING, BEING A PART OF SAID FRENCH CLAIM NO. 691 AND A PART OF LOTS 1 AND 7, BLOCK 2, DAVID F. BALLENTINE AND RICHARD E. MORSE'S ALLOTMENT OF THE WESTERN ADDITION TO THE VILLAGE (NOW CITY) OF YPSILANTI, AS RECORDED IN LIBER O OF DEEDS, PAGE 125, WASHTENAW COUNTY RECORDS.

PART E: COMMENCING AT A POINT 50 FEET NORTH OF THE NORTHEAST CORNER OF EMMET AND BROWER STREET, AND RUNNING THENCE EAST 88 AND 26/100 FEET ON A LINE PARALLEL WITH EMMET STREET, THENCE NORTH 53 FEET PARALLEL WITH BROWER STREET; THENCE WEST ON A LINE PARALLEL WITH EMMET STREET TO BROWER STREET; THENCE SOUTH ALONG THE EAST LINE OF BROWER STREET, 53 FEET TO THE PLACE OF BEGINNING, BEING A PART OF LOT 7, BLOCK 2, MORSE AND BALLENTINE'S ALLOTMENT OF THE WESTERN ADDITION TO THE CITY OF YPSILANTI, AS RECORDED IN LIBER O OF DEEDS, PAGE 125, WASHTENAW COUNTY RECORDS, AND A PART OF FRENCH CLAIM NO. 691, CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN.



LEGEND

838	EXIST. CONTOUR
×836.2	EXIST. SPOT ELEVATION
—o— U.P.	EXIST. UTILITY POLE
—o— U.P.	EXIST. UTILITY POLE W/ TRANS.
—o— GP	EXIST. GUY POLE
—	GUY WIRE
—	ELEC. TRANSFORMER
—	EXIST. AC UNIT
—	EXIST. GENERATOR
—	EXIST. OVERHEAD UTILITY LINE
—	EXIST. LIGHT POLE
—	EXIST. TELEPHONE LINE
—	EXIST. ELECTRIC LINE
—	EXIST. GAS LINE
—	EXIST. GAS VALVE
—	EXIST. FIBER OPTIC LINE
—	EXIST. WATER MAIN
—	EXIST. HYDRANT
—	EXIST. GATE VALVE IN BOX
—	EXIST. GATE VALVE IN WELL
—	EXIST. CURB STOP & BOX
—	EXIST. BLOW-OFF
—	EXIST. POST INDICATOR VALVE
—	EXIST. FIRE DEPARTMENT CONNECTION
—	EXIST. STORM SEWER
—	EXIST. CATCH BASIN OR INLET
—	EXIST. BEEHIVE INLET
—	END SECTION
—	HEAD WALL
—	CULVERT
—	EXIST. DOWNSPOUT
—	EXIST. SANITARY SEWER
—	EXIST. CLEANOUT
—	TOP OF CURB
—	TOP OF PAVEMENT
—	GUTTER
—	TOP OF WALK
—	C/L OF DITCH
—	DRAINAGE DIRECTION
—	ENCLOSED TRASH AREA
—	SIGN
—	RAILROAD CROSSING SIGN
—	PARKING METER
—	MAILBOX
—	TELEPHONE RISER
—	CABLE TELEVISION RISER
—	ELECTRIC METER
—	WATER METER
—	SPRINKLER CONTROL BOX
—	GAS METER
—	GAS LINE MARKER
—	FIBER OPTIC MARKER
—	PEDESTRIAN CROSSING SIGNAL
—	TRAFFIC SIGNAL CONTROL BOX
—	POST
—	FENCE
—	GUARDRAIL
—	SINGLE TREE
—	TREE OR BRUSH LIMIT
—	SECTION CORNER
—	SET IRON PIPE
—	FOUND IRON PIPE
—	SET MONUMENT
—	FOUND MONUMENT
—	SET P.K.
—	FOUND P.K.
—	SET IRON ROD
—	FOUND IRON ROD
—	CONTROL PT.

BENCHMARKS

BM #1: MAG NAIL IN UTILITY POLE IN WEST RIGHT OF WAY OF COLLEGE PLACE
ELEVATION: 764.38 (NAVD88)

BM #2: ARROW ON FIRE HYDRANT IN WEST RIGHT OF WAY OF COLLEGE PLACE
ELEVATION: 765.42 (NAVD88)

BM #3: BOLT ON LIGHT POLE BASE IN SOUTH RIGHT OF WAY OF CROSS STREET
ELEVATION: 762.07 (NAVD88)

GENERAL SOILS DESCRIPTION

BASED ON SOIL SURVEY OF WASHTENAW COUNTY MICHIGAN

STB - ST. CLAIR CLAY LOAM, 2 TO 6 PERCENT SLOPES

MIDWESTERN
CONSULTING
100 N. STATE STREET
ANN ARBOR, MI 48104
THOM PHILLIPS
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Wireless Communications • Transportation • Landfill Services



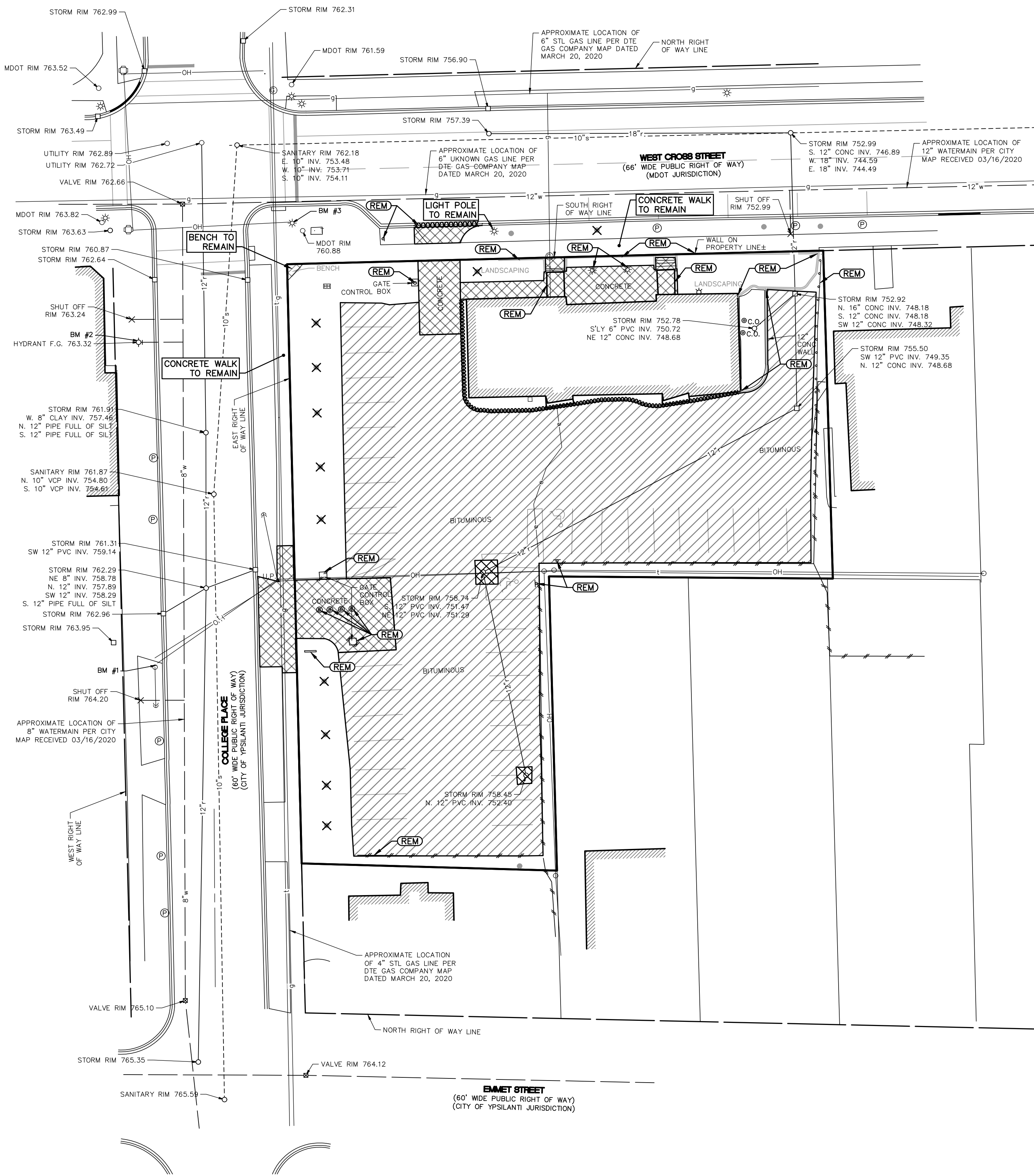
CLIENT
HOBBS & BLACK ARCHITECTS
100 N. STATE STREET
ANN ARBOR, MI 48104
THOM PHILLIPS

EMU CREDIT UNION
PUD SITE PLAN
EXISTING CONDITIONS PLAN

02

JOB No.	22053
DATE	04/10/2022
SHEET	02 OF 16
REV. DATE	04/29/22
REVISIONS	CAUD OMB
PROJECT NARRATIVE	05/17/22
REVISIONS	REV. ITH
REVISIONS	TECH. CTS
REVISIONS	SITE PLAN/22053EX1

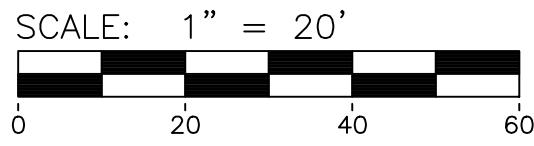
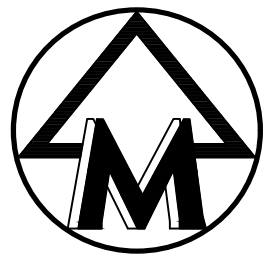
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NOTES

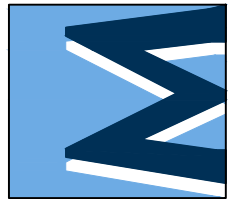
1. THE BASE SURVEY WAS PREPARED BY ATWELL IN MARCH 2020.
2. ALL UNDERGROUND UTILITIES AND STRUCTURES HAVE BEEN SHOWN TO A REASONABLE DEGREE OF ACCURACY AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCING WORK.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEMOLISHING OR RELOCATING ANY SITE FEATURES ACCORDING TO PLAN OR AS APPROPRIATE TO FACILITATE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
4. ANY ITEM NOT INDICATED FOR REMOVAL SHALL REMAIN AND BE PROTECTED BY THE CONTRACTOR DURING ALL PHASES OF CONSTRUCTION. ANY SUCH ITEM THAT IS REMOVED AND/OR DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE REQUIRED STANDARD AT THE CONTRACTOR'S EXPENSE.
5. ALL CONCRETE AND ASPHALT PAVEMENT TO BE REMOVED SHALL BE SAW CUT TO THE FULL DEPTH OF PAVEMENT. THE CONTRACTOR SHALL TAKE CARE TO MAINTAIN A CLEAN EDGE OF PAVEMENT.
6. PRIOR TO REMOVING, RELOCATING, OR PERFORMING ANY WORK ON A UTILITY, THE CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY OWNER.
7. REMOVAL OF EXISTING LANDSCAPING SHALL INCLUDE STUMPS.
8. ALL DEMOLISHED MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN LEGALLY DESIGNATED DISPOSAL AREA.
9. ALL WORK SHALL COMPLY WITH CURRENT CITY OF YPSILANTI STANDARDS.



LEGEND

838	EXIST. CONTOUR
x836.2	EXIST. SPOT ELEVATION
-o- U.P.	EXIST. UTILITY POLE
-o- U.P.	EXIST. UTILITY POLE W/ TRANS.
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-o- GP	EXIST. AC UNIT
-o- GP	EXIST. GENERATOR
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-o- GP	EXIST. LIGHT POLE
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-o- GP	EXIST. FIRE DEPARTMENT CONNECTION
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-o- GP	HEAD WALL
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-o- GP	FOUND MONUMENT
-o- GP	SET P.K.
-o- GP	SET IRON ROD
-o- GP	FOUND IRON ROD
-o- GP	CONTROL PT.
-o- GP	CONCRETE TO BE REMOVED
-o- GP	BITUMINOUS TO BE REMOVED
-o- GP	UTILITY TO BE ABANDONED
-o- GP	CURB TO BE REMOVED
-o- GP	TREE TO BE REMOVED
-o- GP	ITEM TO BE RELOCATED
-o- GP	ITEM TO BE REMOVED

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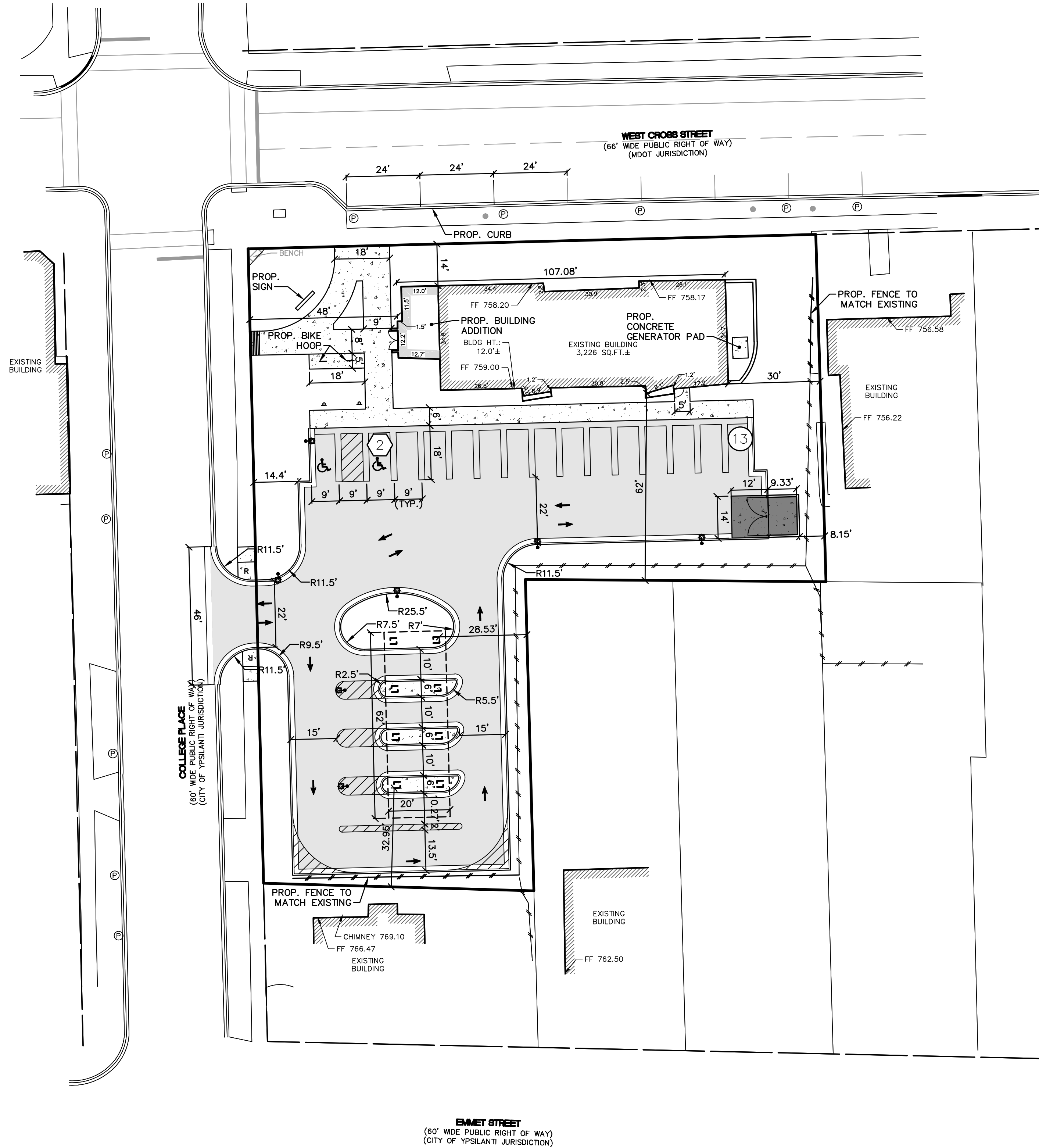
EMU CREDIT UNION
PUD SITE PLAN
REMOVALS PLAN

03

JOB No.	22053
DATE	04/10/2022
SHEET	03 OF 16
REV.	DATE
01	04/29/22
02	05/17/22
03	05/17/22
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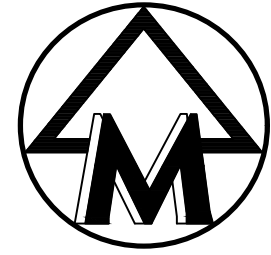
M:\Civ\1134\Proj\1134053\Site Plan\1134053SP.dwg, 5/17/2022 11:45 AM, Candice M. Briner, 04 DIMENSIONAL LAYOUT PLAN, MCLLC PDF, .p23
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NOTES

1. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH CURRENT STANDARDS, SPECIFICATIONS, AND GENERAL CONDITIONS OF THE AUTHORITY HAVING JURISDICTION.
2. REFER TO THE ARCHITECTURAL PLANS FOR DETAILS REGARDING THE SCOPE OF WORK FOR THE BUILDING ELEVATIONS, INTERIORS, AND APPURTENANCES.
3. ALL DIMENSIONS ARE MEASURED TO THE PAIL LINE OR FACE OF CURB UNLESS OTHERWISE NOTED.
4. THE CONTRACTOR SHALL CONTACT THE OWNER AND/OR ENGINEER PRIOR TO COMMENCING WORK SHOULD THERE BE ANY FIELD CONFLICTS WITH THE DESIGN INTENT.



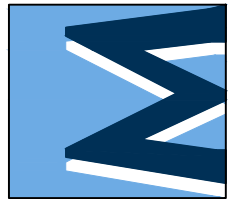
SCALE: 1" = 20'



LEGEND

- NUMBER OF STANDARD PARKING SPACES IN ROW
- ◇ NUMBER OF BARRIER FREE PARKING SPACES IN ROW
- BF BARRIER FREE PARKING SIGN
- BFV VAN ACCESSIBLE BARRIER FREE PARKING SIGN
- R BARRIER FREE SIDEWALK RAMP
- PROP. CURB & GUTTER
- PROP. BITUMINOUS PAVEMENT
- PROP. CONCRETE PAVEMENT
- PROP. HEAVY DUTY CONCRETE
- PROP. SIGN
- PROP. SINGLE LIGHT
- Ⓟ PROP. PARKING METER

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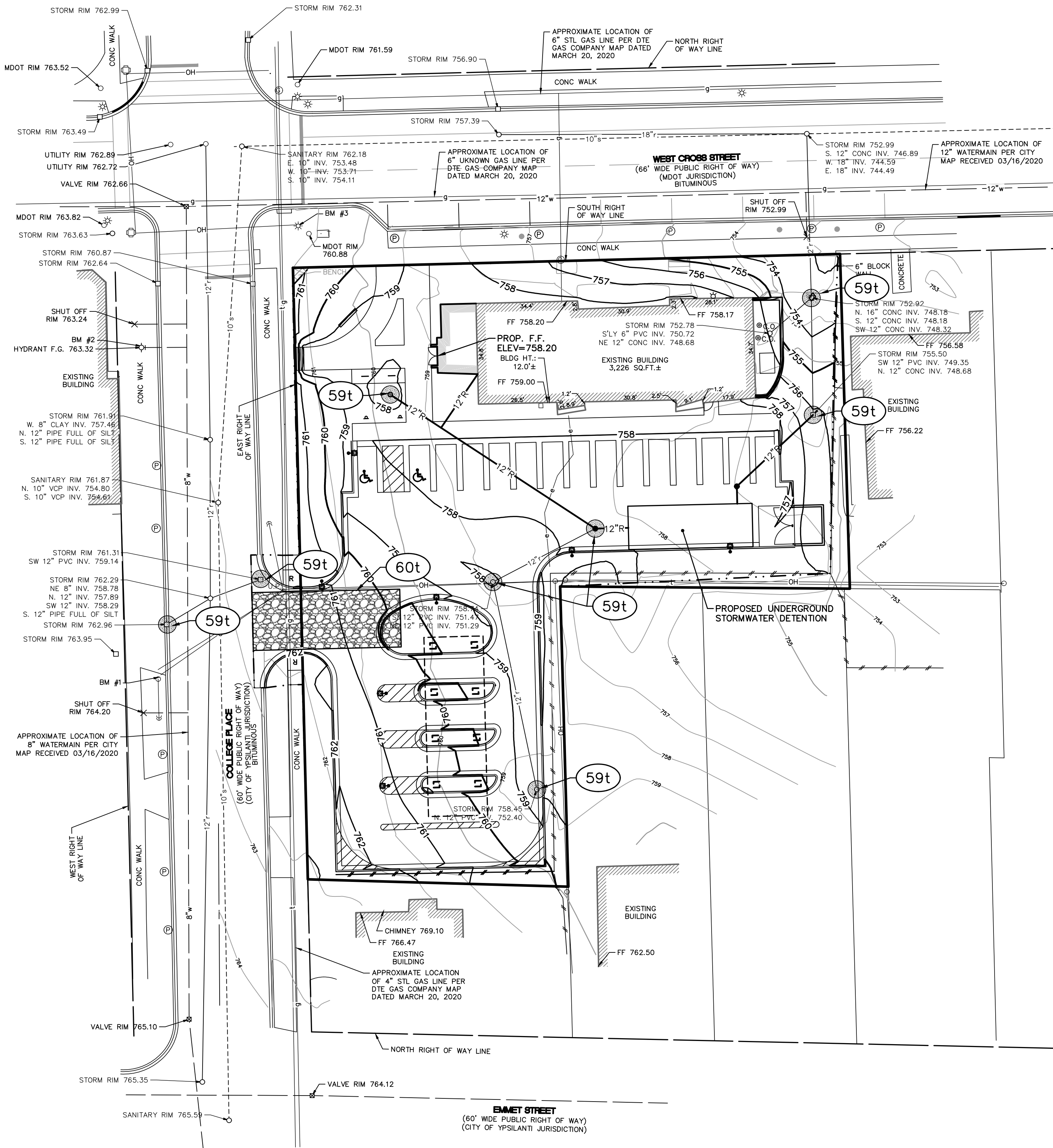
EMU CREDIT UNION
PUD SITE PLAN
DIMENSIONAL LAYOUT PLAN

04

JOB No. 22053	DATE: 04/10/2022	SHEET 04 OF 16
	REV. DATE	CAUD. OMB
	04/29/22	05/17/22
	PROJECT NARRATIVE	REV. JPH
	REVISED PER CITY REVIEW	TECH. CTS
		SITE PLAN/22053SP-1

M:\Civ\1134\Proj\122053\Site Plan\122053SP1.dwg, 5/17/2022 11:45 AM, Candice M. Brifare, 05 GRADING AND SOIL EROSION CONTROL PLAN, MCLLC PDF, #43
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NOTES

- GRADES AT ADA ACCESS AISLES AND BARRIER FREE PARKING STALLS SHALL NOT EXCEED 2.0% SLOPE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE DURING AND AFTER CONSTRUCTION, AND NO ADVERSE IMPACTS WILL OCCUR TO NEIGHBORING PROPERTIES DURING OR AFTER COMPLETION OF CONSTRUCTION.
- ALL STORM SEWER AND UTILITY STRUCTURE RIMS SHALL BE FLUSH WITH PAVEMENT OR FINISHED GRADE.
- ALL DISTURBED AREAS TO BE RESTORED AS NOTED ON PLAN.

SESC NOTES

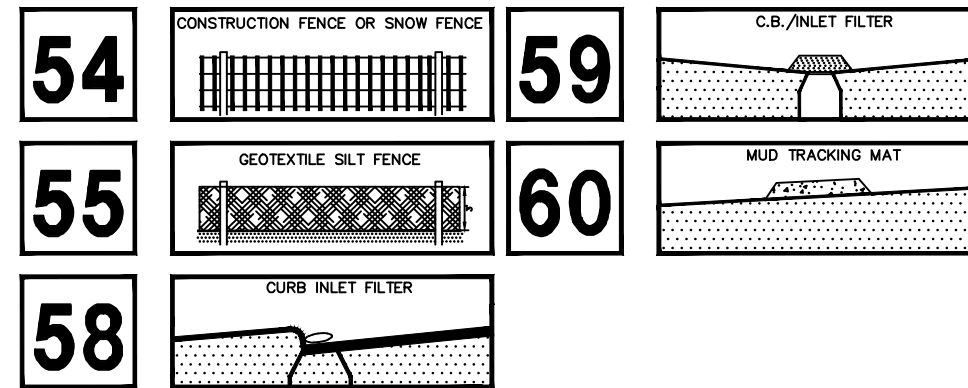
- ALL SOIL EROSION CONTROL MEASURES SHALL COMPLY WITH THE CITY OF YPSILANTI ORDINANCES, WASHTENAW COUNTY STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, AND STATE OF MICHIGAN "SOIL EROSION AND SEDIMENTATION CONTROL ACT" (ACT #347).
- PRIOR TO COMMENCING EARTHMOVING OPERATIONS, THE GRADING CONTRACTOR SHALL INSTALL THE MUD TRACKING MAT, THE SILT FENCE AND TEMPORARY INLET FILTER(S) SHOWN ON THE PLANS.
- ANY LAWN AREA WHICH WILL HAVE A SLOPE STEEPER THAN 6:1 (6 FT. MEASURED HORIZONTALLY AND 1 FT. MEASURED VERTICALLY) SHALL BE SOODED AND PEGGED OR SEEDED AND MULCHED USING A SOIL EROSION CONTROL FABRIC OR BLANKET. HYDROSEEDING MAY BE USED IN LIEU OF SEED AND MULCH OR SOD WHERE SLOPES ARE FLATTER THAN 6:1.
- THE ACTUAL LOCATION OF THE MUD TRACKING MATS MAY BE ADJUSTED BY THE CONTRACTOR TO MATCH CONTRACTOR'S OPERATIONS AND FIELD CONDITIONS BUT ONLY IF APPROVED BY THE ENGINEER.
- ALL DISTURBED AREAS, EVEN WHERE FUTURE PAVEMENT IS PROPOSED, ARE TO BE REVEGETATED PER COUNTY STANDARDS FOR TEMPORARY SEEDING.
- BOTH INTERNAL AND EXTERNAL STREETS WILL BE CLEANED OF ANY MUD IMMEDIATELY FOLLOWING EACH MUD TRACKING OCCURRENCE.
- ALL EXPOSED EARTH SHALL BE STABILIZED WITH SEED AND MULCH WITHIN 5 DAYS OF FINAL GRADE. SEDIMENT BASINS SHALL BE STABILIZED WITH SEED AND STRAW MULCH BLANKETS. STRAW MULCH BLANKETS SHALL BE STAKED INTO THE GROUND 5 DAYS AFTER THE CONSTRUCTION OF THE SEDIMENT BASIN.
- DRAINAGE FROM NEW IMPERVIOUS AREA IS TO BE DIRECTED TO THE ON-SITE STORM WATER MANAGEMENT SYSTEM.
- DITCHES, SWALES, AND OTHER AREAS THAT WILL CHANNEL CONCENTRATED RUNOFF MUST BE STABILIZED WITHIN 15 DAYS OF CONSTRUCTION.
- ROAD RIGHT-OF-WAYS MUST BE STABILIZED WITH SEED AND MULCH WITHIN 5 DAYS OF COMPLETING UTILITY WORK IN THE RIGHT OF WAY.
- AREAS OF EARTH CHANGE THAT ARE DISTURBED BEYOND THE FALL SEEDING DEADLINE (NOV. 1) MUST BE TEMPORARILY STABILIZED WITH A MINIMUM OF STRAW MULCH SECURELY CRIMPED TO THE GROUND.

MAINTENANCE REQUIREMENTS

- ALL SILT FENCE SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. IF AT ANY TIME THE DEPTH OF SILT AND SEDIMENT COMES TO WITHIN 12" OF THE TOP OF ANY SILT FENCE, ALL SILT AND SEDIMENT SHALL BE REMOVED TO ORIGINAL GRADE.
- ONLY UPON STABILIZATION OF ALL DISTURBED AREAS MAY THE SILT FENCE, AND TEMPORARY GRAVEL FILTERS BE REMOVED. ALSO, ALL STORM SEWERS MUST BE CLEANED OF ALL SEDIMENT.

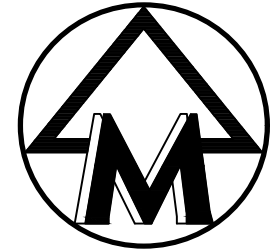
SOIL EROSION CONTROL MEASURES

t = temporary p = permanent



CONSTRUCTION SEQUENCE	SOIL EROSION CONTROL MEASURES
PRIOR TO CONSTRUCTION	- PRE-GRADING MEETING WITH SOIL EROSION CONTROL STAFF - IDENTIFY CONSTRUCTION LIMITS - INSTALL SILT FENCE - INSTALL INLET FILTERS
CONSTRUCT UTILITIES	- MAINTAIN EXISTING CONTROLS - DETENTION FACILITIES MUST BE INSTALLED AND FUNCTIONING PRIOR TO THE CONSTRUCTION OF ANY STRUCTURES
PERFORM PAVING	- MAINTAIN EXISTING CONTROLS - INSTALL INLET FILTERS
FINE GRADE SITE	- SOD AND MULCH DISTURBED AREAS - MAINTAIN EXISTING CONTROLS
CLEAN UP SITE	- RE-SOD OR SEED MULCH AREAS THAT HAVE NOT TAKEN - MAINTAIN EXISTING CONTROLS
AFTER DISTURBED AREAS HAVE STABLE VEGETATION	- REMOVE INLET FILTERS - CLEAN OUT INLET SUMPS

CONSTRUCTION SEQUENCE	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEP.
INSTALL AND MAINTAIN SOIL EROSION CONTROL MEASURES AS REQUIRED												
STRIP AND MASS GRADE SITE												
INSTALL UTILITIES												
PAVING OPERATIONS												
SEEDING AND PLANTINGS												
CLEANUP SITE												



SCALE: 1" = 20'

LEGEND

838	EXIST. CONTOUR
838	PROP. CONTOUR
836.2	EXIST. SPOT ELEVATION
36.60	PROP. SPOT ELEVATION
U.P.	EXIST. UTILITY POLE
U.P.	EXIST. UTILITY POLE W/ TRANS.
WIRE	GUY WIRE
TRANS	ELEC. TRANSFORMER
AC	EXIST. AC UNIT
GEN	EXIST. GENERATOR
OH	EXIST. OVERHEAD UTILITY LINE
*	EXIST. LIGHT POLE
t	PROP. LIGHT POLE
e	EXIST. TELEPHONE LINE
g	EXIST. ELECTRIC LINE
g	EXIST. GAS LINE
f.o.	EXIST. GAS VALVE
f.o.	EXIST. FIBER OPTIC LINE
w	EXIST. WATER MAIN
w	PROP. WATER MAIN
h	EXIST. HYDRANT
h	PROP. HYDRANT
s	EXIST. GATE VALVE IN BOX
s	PROP. GATE VALVE IN BOX
s	EXIST. GATE VALVE IN WELL
s	PROP. GATE VALVE IN WELL
s	EXIST. CURB STOP & BOX
s	PROP. CURB STOP & BOX
r	REDUCER
o	EXIST. BLOW-OFF
o	PROP. BLOW-OFF
o	POST INDICATOR VALVE
o	POST INDICATOR VALVE
o	THRUST BLOCK
o	PROP. KNOXBOX
o	EXIST. FIRE DEPARTMENT CONNECTION
o	PROP. FIRE DEPARTMENT CONNECTION
o	EXIST. STORM SEWER
o	PROP. STORM SEWER
o	EXIST. CATCH BASIN OR INLET
o	PROP. CATCH BASIN OR INLET
o	EXIST. BEEHIVE INLET
o	PROP. BEEHIVE INLET
o	PROP. ROOF DRAIN
o	END SECTION
o	HEAD WALL
o	CULVERT
o	EXIST. DOWNSPOUT
o	PROP. DOWNSPOUT
o	EXIST. SANITARY SEWER
o	PROP. SANITARY SEWER
o	EXIST. CLEANOUT
o	PROP. CLEANOUT
o	C/L OF DITCH
o	DRAINAGE DIRECTION
o	SIGN
o	SINGLE TREE
o	TREE OR BRUSH LIMIT
o	FENCE
o	SILT FENCE
o	LIMITS OF DISTURBANCE
o	CONSTRUCTION FENCE
o	FINISH FLOOR ELEVATION
o	GARAGE FLOOR ELEVATION
o	BASEMENT FINISH FLOOR ELEVATION

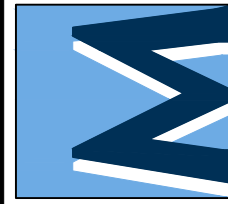
BENCHMARKS

BM #1: MAG NAIL IN UTILITY POLE IN WEST RIGHT OF WAY OF COLLEGE PLACE
ELEVATION: 764.38 (NAVD88)

BM #2: ARROW ON FIRE HYDRANT IN WEST RIGHT OF WAY OF COLLEGE PLACE
ELEVATION: 765.42 (NAVD88)

BM #3: BOLT ON LIGHT POLE BASE IN SOUTH RIGHT OF WAY OF CROSS STREET
ELEVATION: 762.07 (NAVD88)

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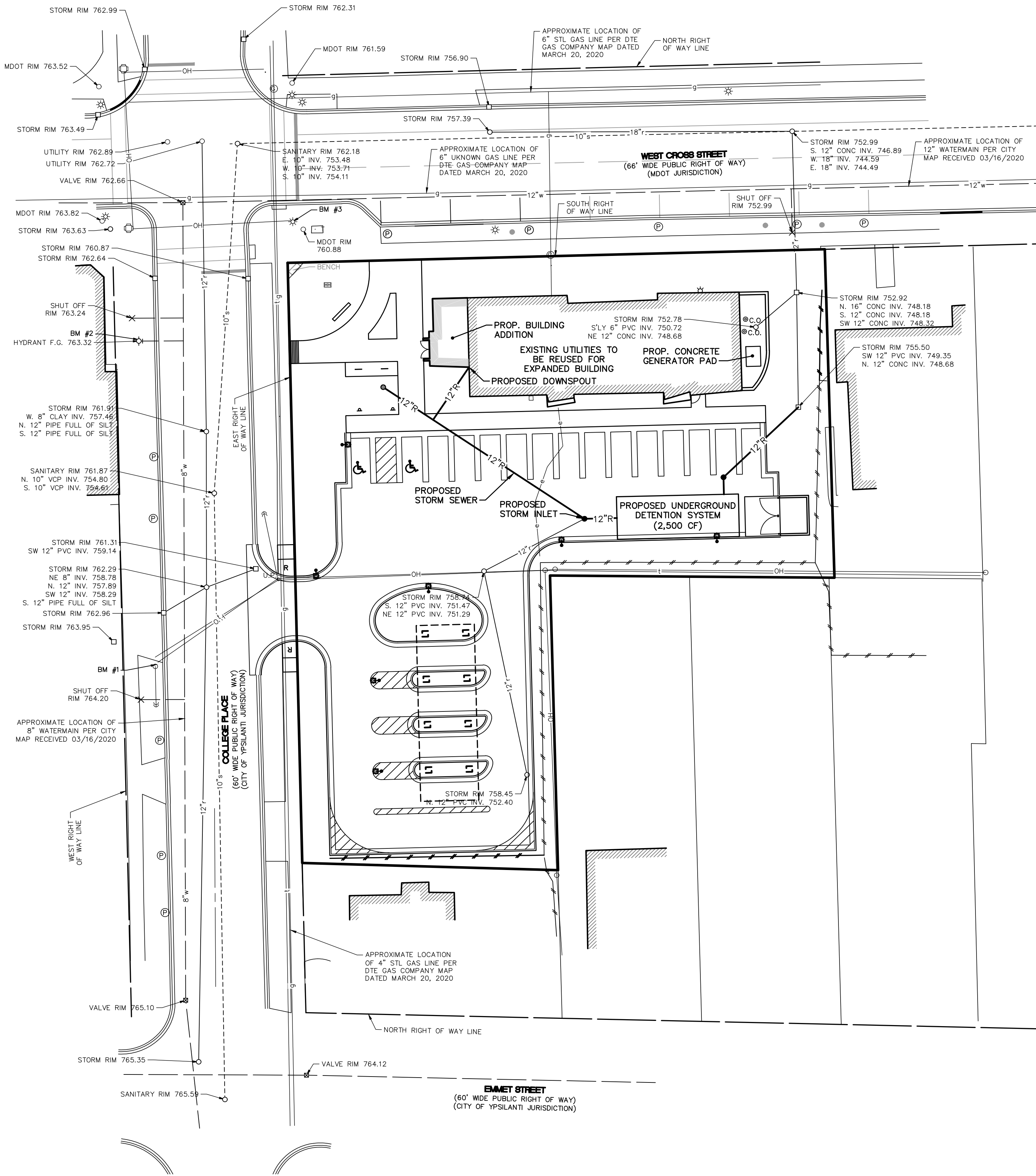
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ANN ARBOR, MI 48104
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EMU CREDIT UNION
PUD SITE PLAN
GRADING AND SOIL EROSION CONTROL PLAN

05

JOB No.	22053		
DATE	04/20/2022		
SHEET	05 OF 16		
REV.	DATE	BY	DESCRIPTION
01	04/29/22	CMB	CAUD CMB
02	05/13/22	BN	REV
03		TECH	CTS
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M:\Civ\134\Proj\132053\Site Plan\32053UP1.dwg, 5/17/2022 11:46 AM, Candice M. Brinre, 06 UTILITY PLAN AND STORM WATER MANAGEMENT, MCLLC PDF, #43
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STORM WATER NARRATIVE

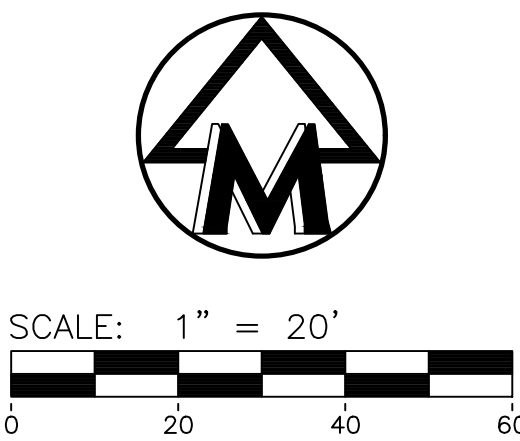
THE EXISTING DEVELOPED SITE GENERALLY DRAINS FROM WEST TO EAST. STORM RUNOFF FLOWS ACROSS PAVED AREAS AND INTO ON-SITE DRAINAGE STRUCTURES AND IS THEN CONVEYED THROUGH UNDERGROUND SEWER TO THE NORTHEAST AND DISCHARGED INTO THE CITY STORM SEWER IN CROSS STREET. THERE ARE NO EXISTING STORM WATER DETENTION OR STORM WATER QUALITY FACILITIES.

THE SITE INCLUDES IMPERVIOUS AREAS AMOUNTING TO ROUGHLY 23,793 SF (±0.55 AC). THE PROPOSED DEVELOPMENT AIMS TO REDUCE THE TOTAL IMPERVIOUS SURFACE AREA TO 20,041 SF (±0.46 AC). CITY STANDARDS FOR STORM WATER MANAGEMENT REQUIRE DETENTION TO BE PROVIDED FOR ANY INCREASE IN IMPERVIOUS SURFACES. THEREFORE WITH A REDUCTION IN IMPERVIOUS SURFACE AREA DETENTION IS NOT REQUIRED FOR THE PROJECT. HOWEVER, TO HELP IMPROVE DOWNSTREAM FLOW RATES IN CITY STORM SEWER AND PROVIDE WATER QUALITY IMPROVEMENTS THE PROJECT IS PROPOSING AN UNDERGROUND DETENTION SYSTEM TO CAPTURE AND DETAIN VOLUME EQUAL TO 1 INCH OF RAINFALL OVER THE ENTIRE SITE (FIRST FLUSH VOLUME). THIS WILL REDUCE PEAK FLOW RATES INTO THE CITY STORM SEWER AND IMPROVE THE QUALITY OF WATER LEAVING THE SITE AS SEDIMENTS WILL HAVE AN OPPORTUNITY TO SETTLE AND BE REMOVED FROM THE DETENTION SYSTEM PERIODICALLY.

STORM WATER MANAGEMENT SYSTEM IMPROVEMENTS WILL INCLUDE THE UNDERGROUND DETENTION SYSTEM, AN ADDITIONAL DRAINAGE STRUCTURE, AND A BUILDING DOWNSPOUT CONNECTION TO THE ON-SITE SYSTEM.

DETENTION CALCULATIONS

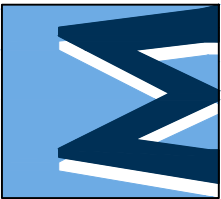
EXISTING TOTAL IMPERVIOUS AREA = 23,793 SF
PROPOSED TOTAL IMPERVIOUS AREA = 20,041 SF
THEREFORE ON-SITE DETENTION IS NOT REQUIRED.
TOTAL SITE AREA = 29,915 SF
1 INCH OF RAINFALL = 0.083 FT
0.083 FT x 29,915 SF = 2,493 CF
PROPOSED DETENTION SYSTEM TO PROVIDE ±2,500 CF OF STORAGE



LEGEND

- U.P. (with arrow) EXIST. UTILITY POLE
- U.P. (with circle) EXIST. UTILITY POLE W/ TRANS.
- GP (with circle) EXIST. GUY POLE
- W (with circle) GUY WIRE
- Transformer symbol ELEC. TRANSFORMER
- Generator symbol EXIST. GENERATOR
- OH (with line) EXIST. OVERHEAD UTILITY LINE
- Light pole symbol EXIST. LIGHT POLE
- Star symbol PROP. LIGHT POLE
- Star with dot symbol PROP. BUILDING LIGHT
- t (with line) EXIST. TELEPHONE LINE
- T (with line) PROP. TELEPHONE LINE
- e (with line) EXIST. ELECTRIC LINE
- E (with line) PROP. ELECTRIC LINE
- g (with line) EXIST. GAS LINE
- G (with line) PROP. GAS LINE
- g with valve symbol EXIST. GAS VALVE
- f.o. (with line) EXIST. FIBER OPTIC LINE
- F.O. (with line) PROP. FIBER OPTIC LINE
- w (with line) EXIST. WATER MAIN
- W (with line) PROP. WATER MAIN
- Hydrant symbol EXIST. HYDRANT
- Prop. hydrant symbol PROP. HYDRANT
- Gate valve in box symbol EXIST. GATE VALVE IN BOX
- Gate valve in box symbol PROP. GATE VALVE IN BOX
- Gate valve in well symbol EXIST. GATE VALVE IN WELL
- Gate valve in well symbol PROP. GATE VALVE IN WELL
- Curb stop & box symbol EXIST. CURB STOP & BOX
- Curb stop & box symbol PROP. CURB STOP & BOX
- Reducer symbol REDUCER
- Blow-off symbol EXIST. BLOW-OFF
- Blow-off symbol PROP. BLOW-OFF
- Post indicator valve symbol EXIST. POST INDICATOR VALVE
- Post indicator valve symbol PROP. POST INDICATOR VALVE
- Thrust block symbol THRUST BLOCK
- Fire department connection symbol EXIST. FIRE DEPARTMENT CONNECTION
- Fire department connection symbol PROP. FIRE DEPARTMENT CONNECTION
- Knoxbbox symbol PROP. KNOXBOX
- Storm sewer symbol EXIST. STORM SEWER
- Storm sewer symbol PROP. STORM SEWER
- Catch basin or inlet symbol EXIST. CATCH BASIN OR INLET
- Catch basin or inlet symbol PROP. CATCH BASIN OR INLET
- Beehive inlet symbol EXIST. BEEHIVE INLET
- Beehive inlet symbol PROP. BEEHIVE INLET
- Roof drain symbol PROP. ROOF DRAIN
- End section symbol END SECTION
- Head wall symbol HEAD WALL
- Culvert symbol CULVERT
- Downspout symbol EXIST. DOWNSPOUT
- Downspout symbol PROP. DOWNSPOUT
- Sanitary sewer symbol EXIST. SANITARY SEWER
- Sanitary sewer symbol PROP. SANITARY SEWER
- Cleanout symbol EXIST. CLEANOUT
- Cleanout symbol PROP. CLEANOUT
- Telephone riser symbol TELEPHONE RISER
- Cable television riser symbol CABLE TELEVISION RISER
- Electric meter symbol ELECTRIC METER
- Water meter symbol WATER METER
- Sprinkler control box symbol SPRINKLER CONTROL BOX
- Gas meter symbol GAS METER
- Gas line marker symbol GAS LINE MARKER
- Fiber optic marker symbol FIBER OPTIC MARKER
- Pedestrian crossing signal symbol PEDESTRIAN CROSSING SIGNAL
- Traffic signal control box symbol TRAFFIC SIGNAL CONTROL BOX
- Well symbol WELL
- Sprinkler head symbol EXIST. SPRINKLER HEAD
- Gas filler cap symbol EXIST. GAS FILLER CAP
- Vehicle charging station symbol EXIST. VEHICLE CHARGING STATION
- Vehicle charging station symbol PROP. VEHICLE CHARGING STATION

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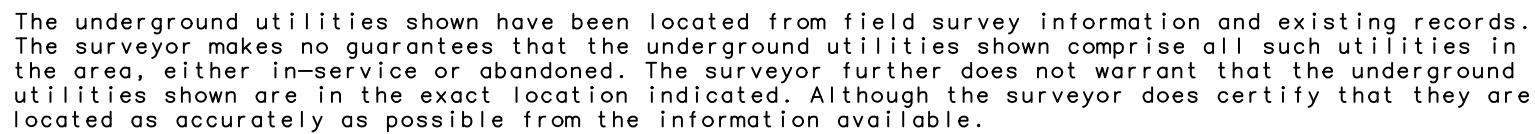


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THOM PHILLIPS

EMU CREDIT UNION
PUD SITE PLAN
UTILITY AND STORM WATER MANAGEMENT PLAN

06

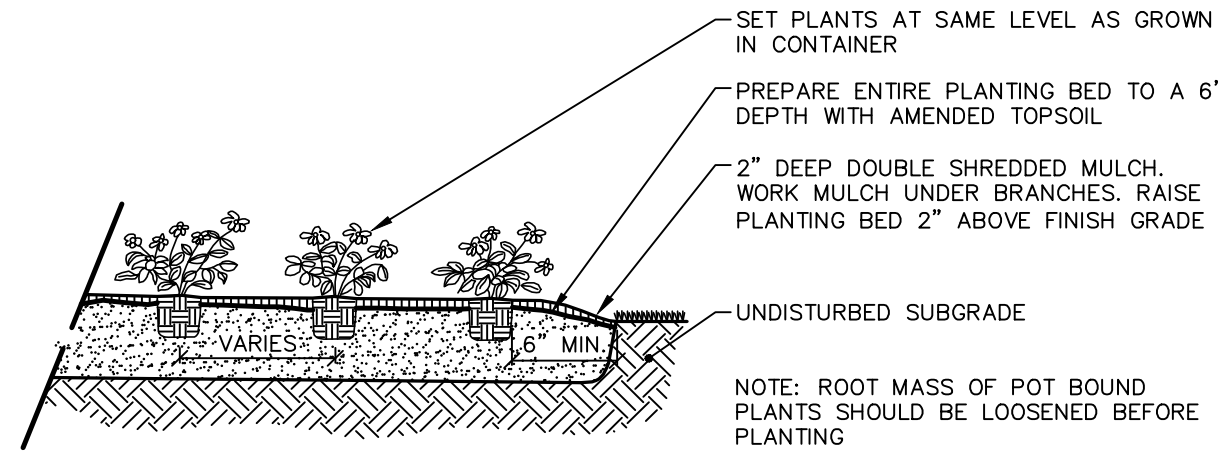
JOB No.	22053	DATE	04/10/2022
REVISIONS:		SHEET	06 OF 16
REV. DATE	04/29/22	CAUD. CMB	
PROJECT NARRATIVE	05/17/22	ENG. TBN	
REVISED PER CITY REVIEW		TECH. CTS	
		SITE PLAN/22053UP1	



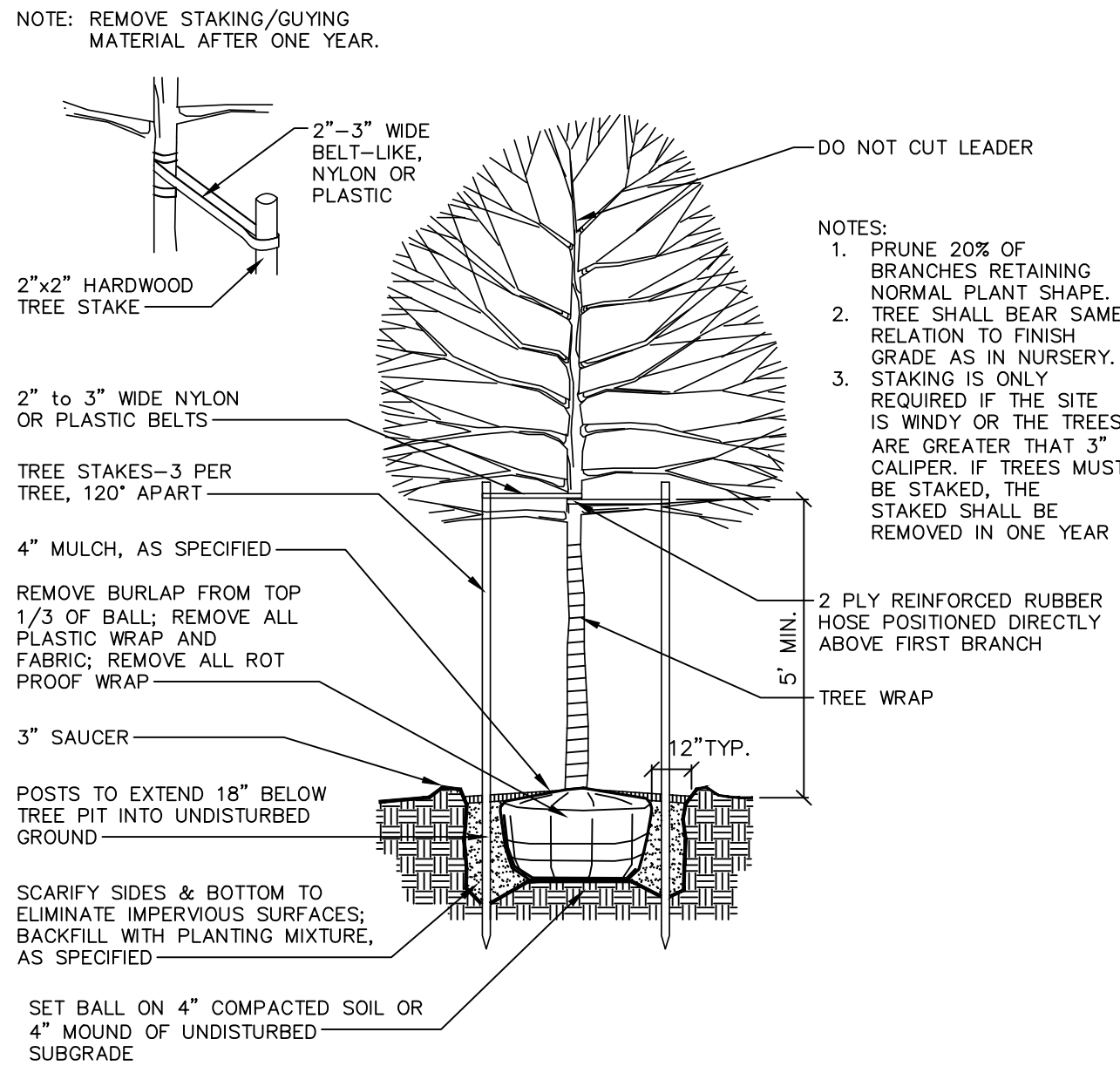
Qty	Symbol	Botanical Name	Common Name	Size	Cont	Spacing	Notes
Street Trees							
3	AR	Acer rubrum 'Autumn Blaze'	Autumn Blaze Red Maple	2.5" cal	B&B	20' o.c.	
4	AG	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	2.5" cal	B&B	As Shown	
4	ZS	Zelkova serrata	Japanese Zelkova	2.5" cal	B&B	As Shown	
Parking Island Trees							
2	SR	Syringa reticulata	Japanese Lilac Tree	2.5" cal	B&B	As Shown	
Parking ROW Screening							
5	CA	Ceanothus americanus	New Jersey Tea	24" ht	Cont.		
10	SJ	Spiraea japonica 'Goldmound'	Goldmound Spirea	24" ht	Cont.		
18	TM	Taxus x media 'Fairview'	Fairview Tree	24" ht	B&B	4-5' o.c.	
Foundation Landscaping/ Site Landscaping							
14	CA	Ceanothus americanus	New Jersey Tea	24" ht	Cont.	3' o.c.	
3	HQ	Hydrangea quercifolia 'Flammyea'	Snow Queen Oakleaf Hydrangea	36" ht	Cont.	8' o.c.	Specimen
10	PA	Pennisetum alopecuroides 'Hamel'	Hamel Fountain Grass	18" ht	Cont.	36" o.c.	
15	JS	Juniperus sabinna 'Monard'	Moor-Dense Juniper	18" wd	Cont.	4' o.c.	
34	RF	Rubuskeia fulgida var. sulcivittii	Little Goldstart Dwarf Orange Coneflower		Cont.	18" o.c.	
15	SS	Sedum spectabile 'Neon'	Neon Sedum		Cont.	18" o.c.	
12	TM	Taxus x media 'Fairview'	Fairview Tree	24" ht	B&B	4-5' o.c.	

M:\Civ\134\Proj\132053\Site Plan\32053L.P1.dwg, 5/17/2022 11:46 AM, Candice M. Brerke, 08 LANDSCAPE DETAILS, MCLC PDF, P.3
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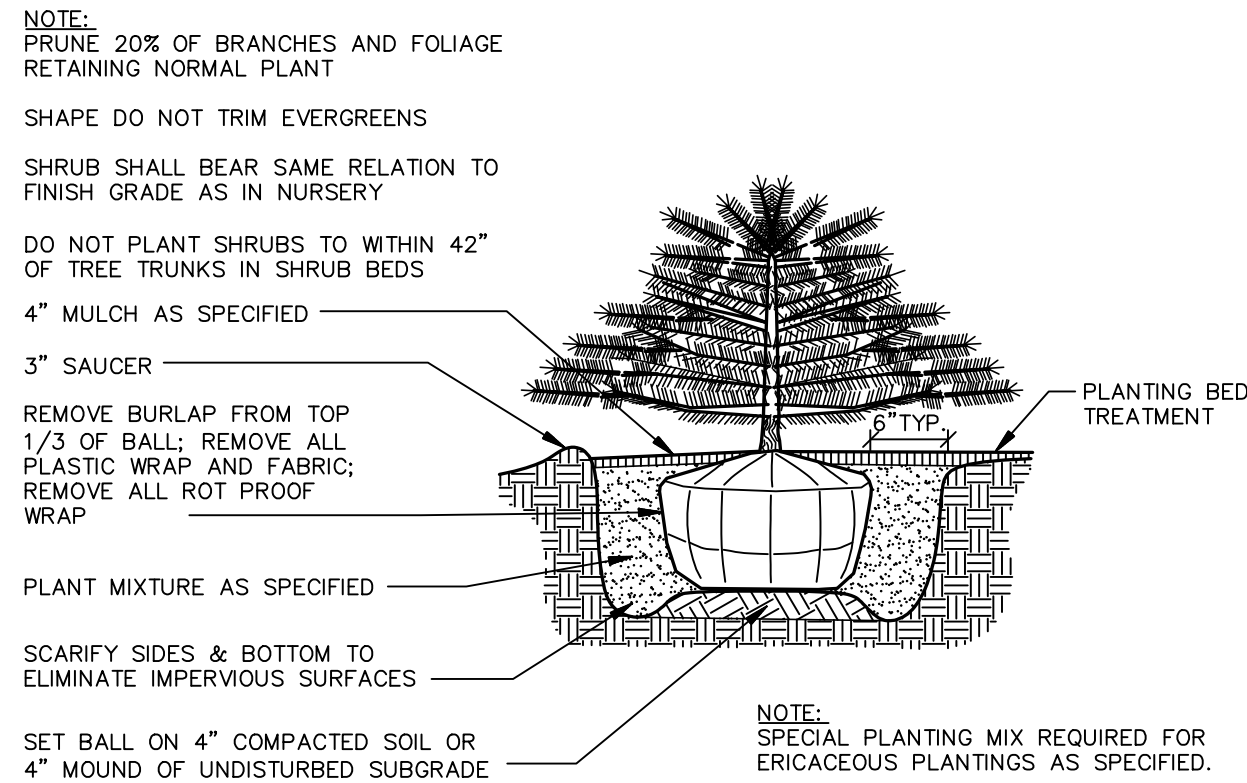
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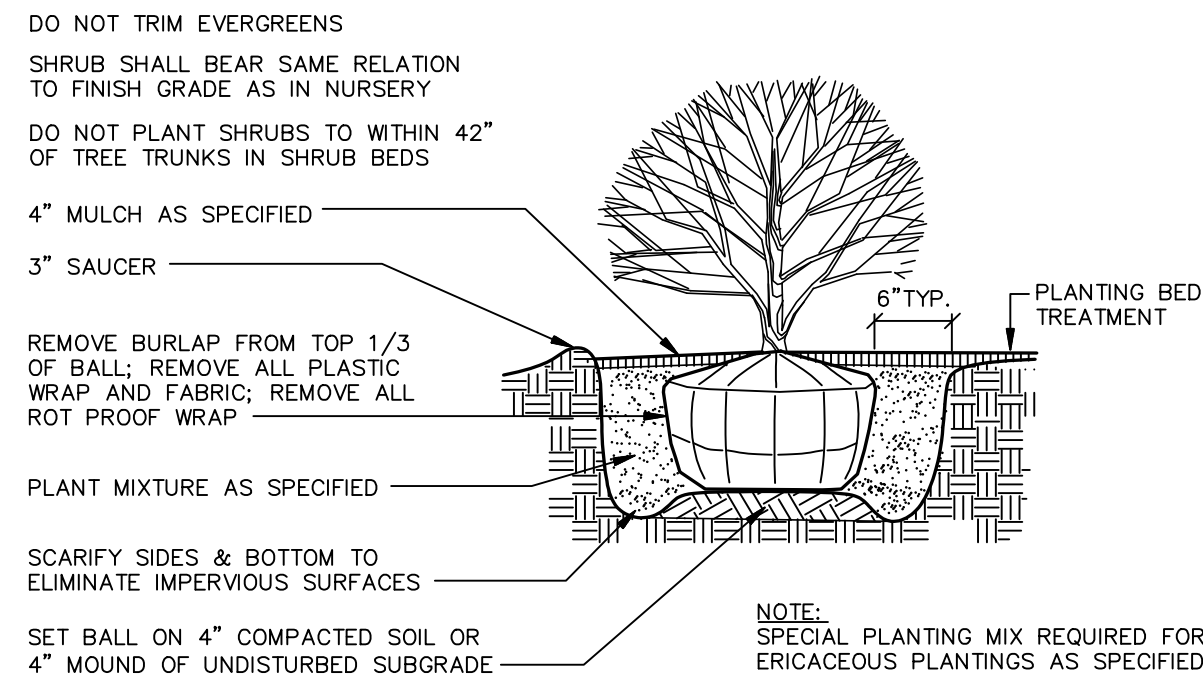
ANNUAL AND PERENNIAL PLANTING
SCALE : NTS



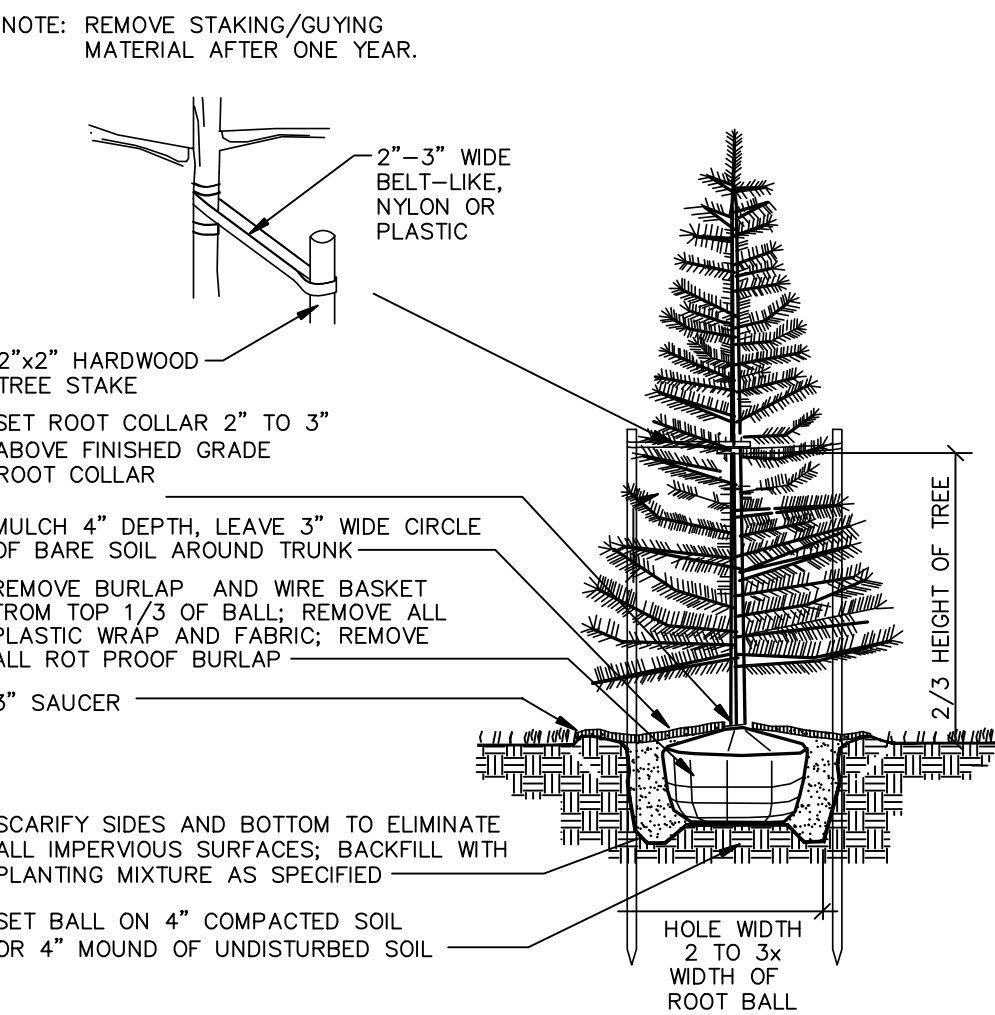
DECIDUOUS TREE PLANTING DETAIL
SCALE: NTS



EVERGREEN SHRUB PLANTING DETAIL
NOT TO SCALE



SHRUB PLANTING DETAIL
NOT TO SCALE



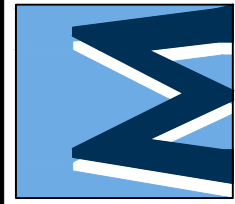
EVERGREEN TREE PLANTING DETAIL
NOT TO SCALE

LANDSCAPE NOTES

- For any plant quantity discrepancies between the plan view and the plant schedules, the plant schedule shall take precedence.
- Plant materials shall be selected and installed in accordance with standards established by the City of Ypsilanti and in accordance with proper installment and establishment procedures as prescribed by the American Standard for Nursery Stock.
- All landscaped areas must be provided with a readily available and acceptable water supply. Underground sprinkler systems may be installed, utilized and maintained in order to insure the proper watering of all plant materials on the sites. Contractor to provide irrigation shop drawings for review and approval.
- Plant materials shall be free from insects and disease, hardy to Washtenaw County, conform to the minimum standards of the American Standard for Nursery Stock and must have proof of any required governmental regulations and/or inspections.
- All plant material must be maintained in good condition so as to present a healthy, neat and orderly appearance and must be trimmed or pruned in such a manner so as to not alter their natural growth potential.
- All diseased, damaged or dead material shown on the site plan as proposed plantings shall be replaced within six (6) months of damage or death or the next appropriate planting period, whichever comes first.
- Restore disturbed areas with a minimum of four (4) inches of topsoil and then seed/fertilize/mulch.
- All disturbed areas not to be planting beds identified on the Landscape Plan shall be lawn areas. Fertilizer for the initial installation of lawns shall provide not less than one (1) pound of actual nitrogen per 1,000 sq ft of lawn area and shall contain not less than two percent (2%) potassium and four percent (4%) phosphoric acid.
Lawn (turfgrass) seed mix shall consist of:
15% Rugby Kentucky Bluegrass
10% Park Kentucky Bluegrass
40% Ruby Creeping Red Fescue
15% Pennline Perennial Ryegrass
20% Scalds Hard Fescue
Seed shall be applied at a rate of five pounds (5 lbs) per 1000 sq ft. Mulch within 24 hours with two (2) tons of straw per acre, or 71 bales of excelsior mulch per acre. Anchor straw mulch with spray coating of adhesive material applied at the rate of 150 gals. /acre.
- After the first growing season, only fertilizers that contain NO phosphorus shall be used on the site.
- All seeded areas with slopes less than 1:3 (one vertical foot for every 3 horizontal feet) shall be mulched with straw mulch at the rate of two (2) bales per 1,000 square feet. All seeded areas with slopes greater than 1:3 shall be seeded and biodegradable erosion control blanket North American Green SC150, or equivalent, shall be applied with biodegradable stakes.
- Deciduous plants shall be planted between March 1 and May 15 and from October 1 until the prepared soil becomes frozen. Evergreen plants shall be planted between March 1 and June 1 and from August 15 to September 15.
- All planting beds are to receive four (4) inches of shredded hardwood bark mulch.
- All trees to be located a minimum of 10 feet from public utilities.
- All single trunk, deciduous trees shall have a straight and a symmetrical crown with a central leader. One sided trees or those with thin or open crowns shall not be accepted.
- All evergreen trees shall be branched fully to the ground, symmetrical in shape and have not been sheared in the last three (3) growing seasons.
- All compacted subgrade soils in proposed landscape areas shall be tilled to a minimum 12-inch depth prior to placement of topsoil, geotextile fabric, or other planting media as specified.
- Proposed trees will be planted a minimum of 15 feet apart.

- Maintenance:
- Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings. Spray or treat as required to keep trees and shrubs free of insects and disease.
 - Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
 - Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.
 - Contractor shall warranty all plant material and trees to remain alive and be in healthy, vigorous and like new condition for the specified period from installation to Substantial Completion. The entire Landscaping Project, including but not limited to: plants (perennials), trees, shrubs, mulches, shrubs, etc are to be under Warranty for One Year after Substantial Completion date of the Project. At the end of the specified One Year Warranty period the Owner's Representative will inspect plant material for compliance. Contractor shall replace, in accordance with the drawings and specifications, all plants, trees, shrubs, etc or as determined by the Owner's Representative, are in an unhealthy or unsightly condition. Warranty shall not include damage or loss of plants, trees, and shrubs caused by fires, floods, freezing rains, lightning storms, or winds over 75 miles per hour, acts of vandalism or negligence on the part of the owner, or any other incident beyond landscape contractor's control.
 - Watering: The contractor shall keep seed moist for optimum plant growth (1" of total water per week, including rainfall) until the grass and/or flowers are four (4) inches high typical.
 - Protection from traffic and erosion in newly seeded areas is the responsibility of the contractor. Safety fences and/or silt fence with appropriate signage may be used at the contractor's expense until the grasses and flowers are fully established.
 - Erosion shall be repaired by the contractor.
 - Turf installations shall meet the following criteria as determined by Owner:
 - Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
 - Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
 - Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

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Ann Arbor, MI 48104
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Wireless Communications • Transportation • Landfill Services



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ANN ARBOR, MI 48104
THOM PHILLIPS

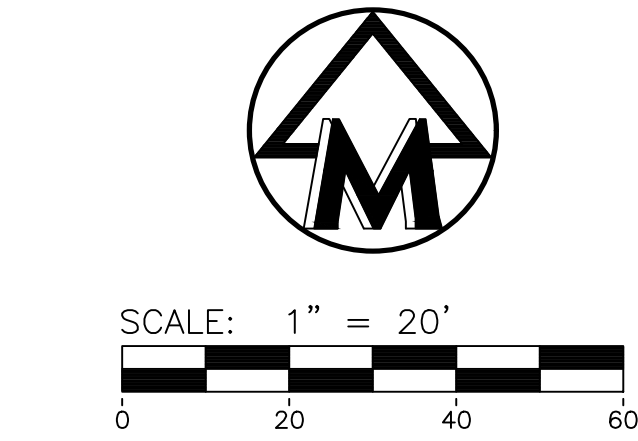
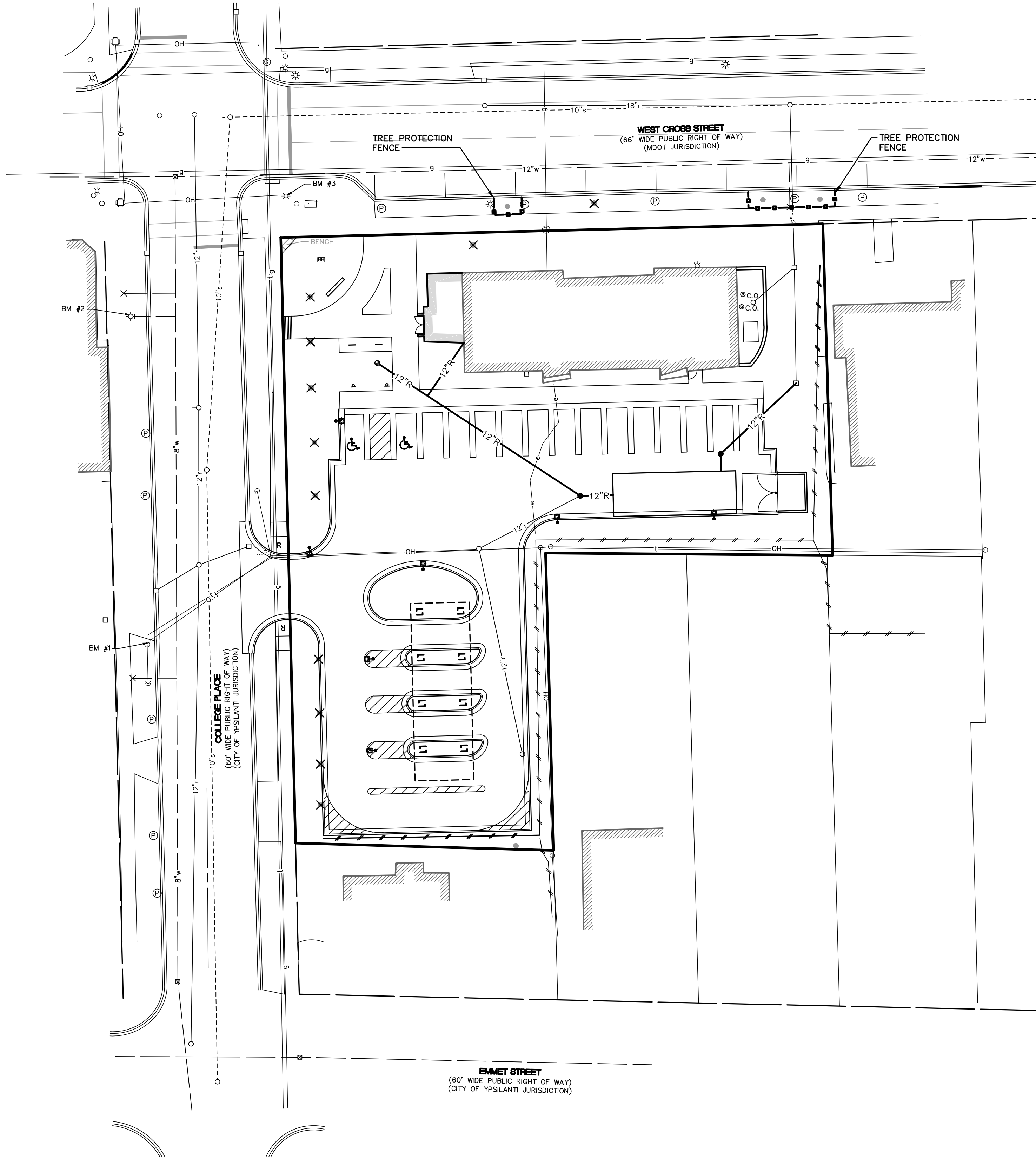
EMU CREDIT UNION
PUD SITE PLAN
LANDSCAPE DETAILS

08

JOB No. 22053	DATE: 04/10/2022	SHEET 08 OF 16
	REV. DATE	CAUD. CMB
	04/29/22	ENR. JPH
	05/17/22	TECH. CTS
REVISIONS:		SITE PLAN/22053L.P1
PROJECT NARRATIVE		
REVIEW PER CITY		

M:\Civ\1134\Proj\122053\Site Plan\122053TP1.dwg, 5/17/2022 11:46 AM, Candice M. Brifre, 08 TREE PROTECTION PLAN, MCLLC PDF, .p23
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The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

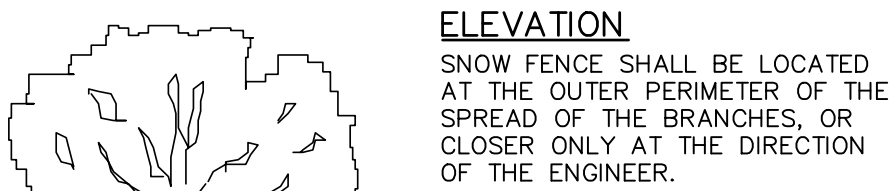
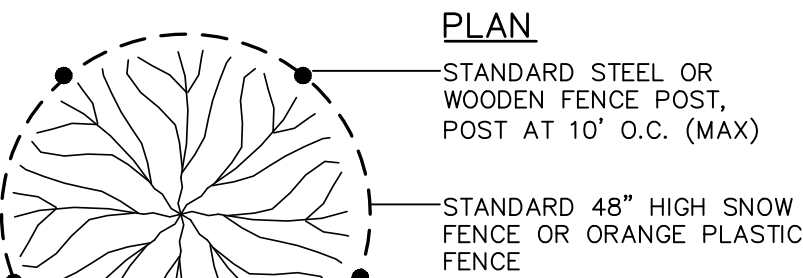


TREE PROTECTION LEGEND

- TREE PROTECTION FENCE
- EXISTING TREE TO REMAIN
- TREE OR BRUSH LIMIT

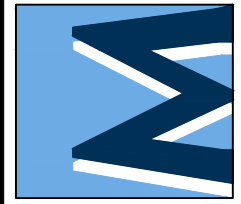
NOTES:

- PAVING OR OTHER IMPERVIOUS SITE IMPROVEMENTS SHALL NOT ENCR OACH UPON THE DRIP LINE OF EXISTING TREE(S) TO BE PRESERVED UNLESS INDICATED ON THE TREE PRESERVATION PLAN.
- NO VEHICLE OR OTHER CONSTRUCTION EQUIPMENT MAY BE PARKED OR STORED WITHIN THE DRIPLINE OF ANY PLANT MATERIAL INTENDED TO BE SAVED.
- ALL TREES WHICH ARE TO REMAIN ON SITE SHALL BE PROTECTED WITH A TREE PROTECTION FENCING PER DETAIL.
- PRIOR TO THE PRE-CONSTRUCTION MEETING OR OBTAINING A GRADING PERMIT, ALL TREE MARKINGS AND PROTECTIVE FENCING SHALL BE INSTALLED BY THE OWNER.
- NO EQUIPMENT SHALL BE CLEANED, OR HARMFUL LIQUIDS DEPOSITED WITHIN THE LIMITS OF THE ROOT ZONE OF TREES WHICH REMAIN ON SITE.
- NO SIGNS, WIRES, OR OTHER ATTACHMENTS SHALL BE ATTACHED TO ANY TREE TO REMAIN ON SITE.
- GRADE CHANGES IN EXCESS OF 3 INCHES (CUT OR FILL) SHALL NOT BE ALLOWED WITHIN A ROOT ZONE, UNLESS ADEQUATE TREE PRESERVATION METHODS ARE APPROVED BY THE CITY.
- NO TRENCHING SHALL BE ALLOWED WITHIN THE DRIP-LINE OF A TREE, UNLESS APPROVED BY THE CITY.
- ALL REMOVED TREES NOT SPECIFIED FOR A SPECIFIC USE BY THE OWNER SHALL BE CHIPPED AND USED FOR MULCH ON SITE, OR HAULED OFF-SITE.
- ALL TREE MAINTENANCE TECHNIQUES SHALL BE IN CONFORMANCE WITH AMERICAN NATIONAL STANDARDS FOR TREE CARE OPERATIONS, ANSI A300 INDUSTRY IDENTIFIED STANDARDS. IMPROPER OR MALICIOUS PRUNING TECHNIQUES ARE STRICTLY PROHIBITED.



TREE PROTECTION DETAIL (54t)
NOT TO SCALE

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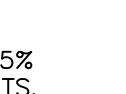
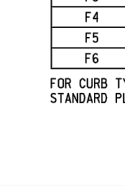
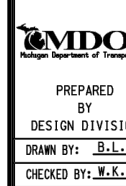


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PUD SITE PLAN
TREE PROTECTION PLAN

09

JOB No. 22053	DATE 04/20/2022	SHEET 09 OF 16
	REV. DATE 04/29/22	CAUD. CMB
	PROJECT NARRATIVE	REV. TPN
	REVISED PER CITY REVIEW	TECH. CTS
		SITE PLAN/22053TP1



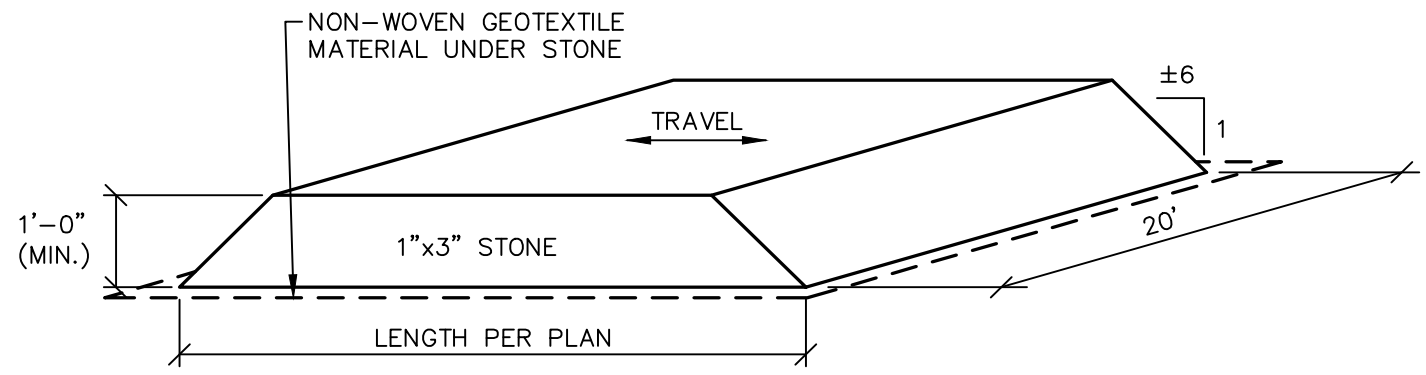
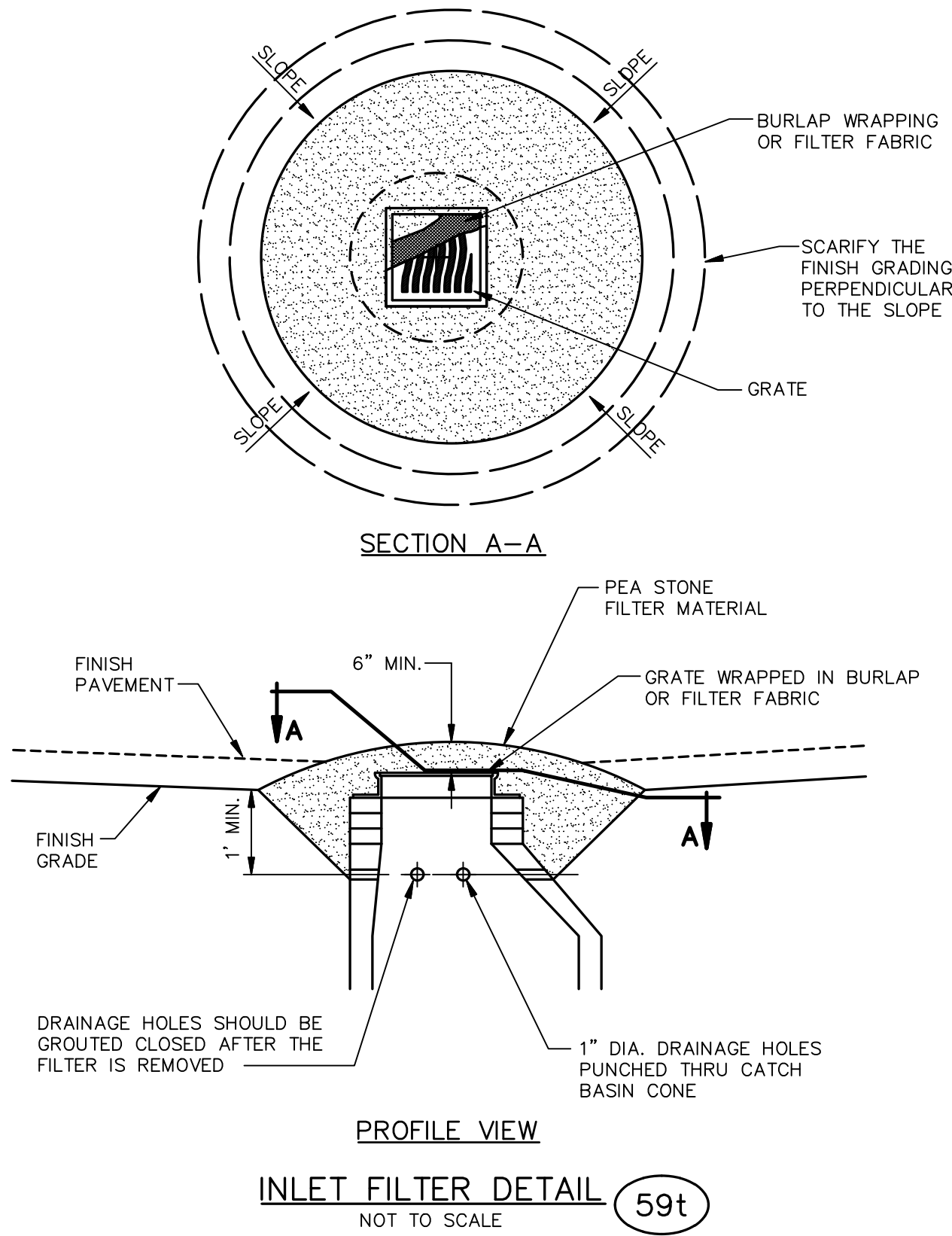
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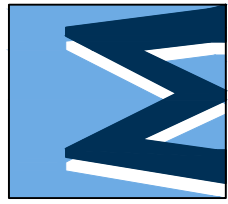
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PERMANENT MAINTENANCE TASKS AND SCHEDULE

	Components					Schedule
	Pavement	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet Castings	Outflow Control Structure	
Inspect for sediment accumulation		X	X	X	X	annually
Removal of sediment accumulation		X	X	X	X	every 2 years, as needed
Inspect for floatables and debris		X	X	X	X	annually
Cleaning of floatables and debris		X	X	X	X	annually, as needed
Inspection for erosion						annually
Re-establish permanent vegetation on eroded slopes						as needed
Clean pavement	X					semi-annually



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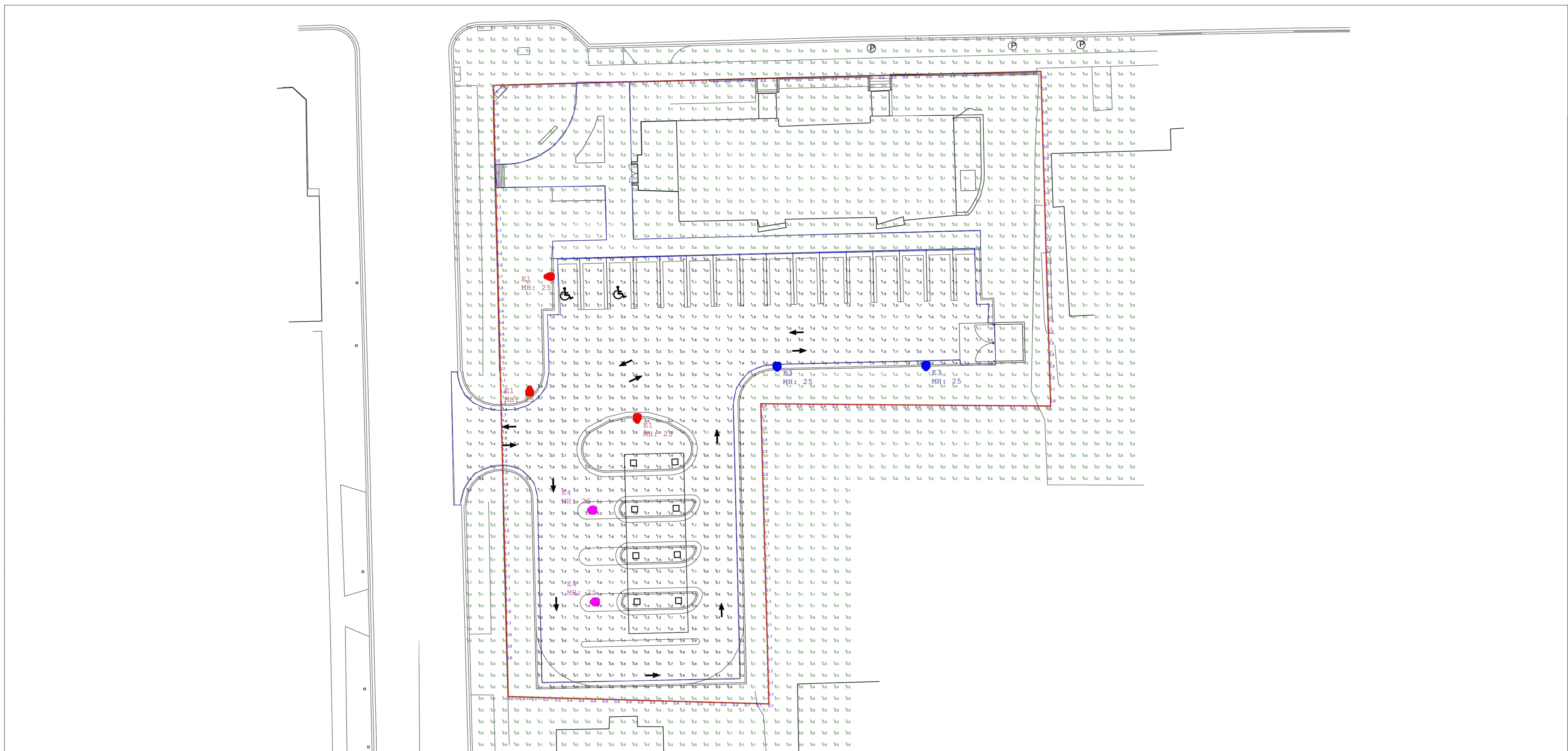


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EMU CREDIT UNION
PUD SITE PLAN
SESC DETAILS

11

JOB No.	22053	DATE	04/20/2022	SHEET	11	OF	16
REVISIONS:	REV. DATE	04/29/22	CAUS, CMB	CAUS, CMB	CAUS, CMB	CAUS, CMB	CAUS, CMB
PROJECT NARRATIVE	05/12/22	REV. DATE	05/12/22	REV. DATE	05/12/22	REV. DATE	05/12/22
REVIEWED PER CITY REVIEW		REVIEWED PER CITY REVIEW		REVIEWED PER CITY REVIEW		REVIEWED PER CITY REVIEW	
TECH. DTS		TECH. DTS		TECH. DTS		TECH. DTS	
SITE PLAN/22053DT		SITE PLAN/22053DT		SITE PLAN/22053DT		SITE PLAN/22053DT	



PLAN VIEW: NOT TO SCALE

Schedule						
Label	Symbol	Qty	Manufacturer	Catalog Number	Light Loss Factor	Lumens Per Lamp
E4		2	LITHONIA E4	DSX1 LED P1 30K TSW MVOLT HS	0.900	4405
E3		2	LITHONIA E3	DSX1 LED P1 30K TFTM MVOLT HS	0.900	5047
E1		3	LITHONIA E1	DSX1 LED P1 30K T4M MVOLT HS	0.900	4910

Statistics					
Description	Avg fc	Max fc	Min fc	Avg/Min (-1)	Max/Min (-1)
OVERALL SITE 5 FT AFF	0.21	2.7	0.0	N.A.	N.A.
PARKING LOT 5 FT AFF	1.47	3.2	0.1	14.70	32.00
PROPERTY LINE 5 FT AFF	0.23	1.7	0.0	N.A.	N.A.

GENERAL NOTE
1. SEE SCHEDULE FOR LUMINAIRE MOUNTING HEIGHT.
2. CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 0' - 0", FOOD SERVICE AREA AT: 2' - 6", TREES SHOWN AT BOTTOM OF LEAVES
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 MANUFACTURERS 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 INQUIRES 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.

EMUCU_#V1 22-74670.AGI

Gasser Bush Associates / Applications

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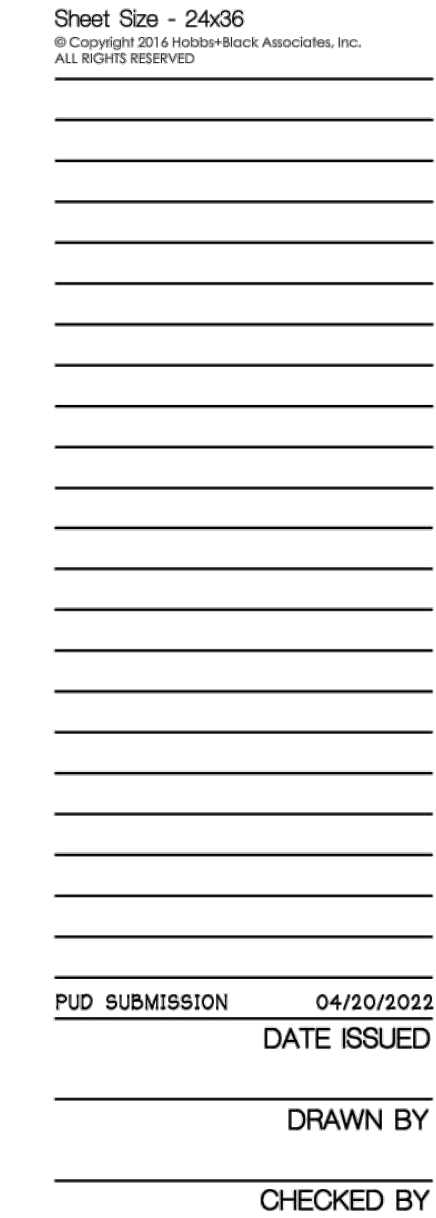
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Date:4/18/2022

Scale: NOT TO SCALE



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**ASTERN MICHIGAN
UNIVERSITY CREDIT
UNION - CROSS
STREET BRANCH
611 W. CROSS ST
YPSILANTI, MI 48197**

PROJECT

CONSULTANT

FLOOR PLANS

SHEET TITLE

19-200

PROJECT NUMBER

A-1

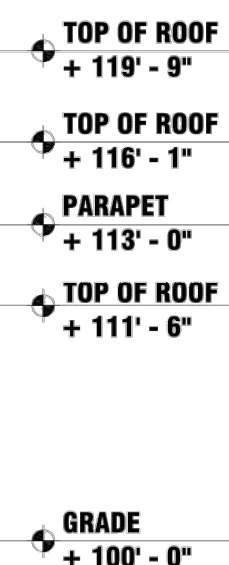
SHEET NUMBER

Drawing: P:\2019\19200DWGS\5DPUD SUBMITTAL 41822A-1.dwg
Date: Apr 18, 2022, 7:24pm Layout: FLOOR PLANS Plotted by: dnms

NORTH

  **FIRST LEVEL FLOOR PLAN**

SCALE - 1/4" = 1'-0"



Architectural elevation drawing of the EMUCU building facade. The drawing shows a modern building with large glass windows and a central entrance. The facade is divided into sections labeled: GLAZING STOREFRONT, METAL PANEL SILVER, CAST STONE, GLAZING CURTAIN WALL, METAL PANEL GREEN, GLAZING STOREFRONT, and GLAZING CURTAIN WALL. The building has a flat roof with a green metal panel. The ground is shown in a light brown color.

Architectural elevation drawing of a building facade. The drawing shows a modern structure with a green, sloped roof and a base of light-colored stone. The facade features large glass windows and doors. Above the drawing, four material callouts are listed: METAL PANEL SILVER, METAL PANEL GREEN, GLAZING CURTAIN WALL, and CAST STONE. The drawing is set against a light blue sky and a dark green ground plane.

TOP OF ROOF
 + 119' - 9"
 TOP OF ROOF
 + 116' - 1"
 PARAPET
 + 113' - 0"
 PARAPET
 + 112' - 0"
 TOP OF ROOF
 + 111' - 6"
 GRADE
 + 100' - 0"



Diagram illustrating the elevation of the rear of the building, showing the roofline and ground level.

Labels:

- TOP OF ROOF + 113' - 8"
- GRADE + 100' - 0"
- METAL PANEL GREEN
- CAST STONE

Technical drawing of a stone fireplace. The drawing shows a side elevation with the following dimensions:

- Overall width: 6'-0"
- Overall height: 7'-8 1/4"
- Top opening width: 7'-8 1/4"
- Inner opening width: 2'-8 3/4"
- Inner opening height: 2'-0"
- Base height: 1'-4 1/2"
- Side panel height: 2'-0"
- Side panel width: 1'-4 1/2"

Labels indicate the materials:

- METAL COPING (top edge)
- 4" CAST STONE (side panel)

3" DIA. FENCE POST

2 3/4" MAX.

6'-11"

LATCH WITH PADLOCK HASP

GALVANIZED STEEL FRAME

METAL COPING

4" CAST STONE

6'-11" x 6'-0" CORRUGATED GALVANIZED STEEL PANEL GATE

1'-3 1/4"

2'-3"

3'-4"

10'-0" 7'-8"

3 3/4" CAST STONE

8" REINF. CONC. BLOCK WALL

G2
A-000
OFF.

96 GALLON TRASH BIN

3'-5"

2'-6"

6" REINFORCED CONCRETE SLAB OR REINFORCED MAT FOOTING OPTION

7'-7 1/2"

6'-11"

6" EXPANSION MATERIAL

FOUNDATION WALL BELOW

3" DIA. FENCE POST, TYP.

6" REINFORCED CONCRETE PAD

GATE 10'-0" x 6'-0"

SLOPE

1'-0" 1/4"

Drawing: P:\2019\19200DWG\SDPUD SUBMITTAL 41822A-2.dwg
 Date: Apr 19, 2022, 5:41 pm Layout: EXTERIOR ELEVATIONS 1 Plotted by: wh

SHEET NUMBER



A1 FRONT VIEW
A-3 SCALE -
FLOOR PLAN



C1 AERIAL VIEW 1
A-3 SCALE -
FLOOR PLAN



C1 ENTRANCE VIEW
A-3 SCALE -
FLOOR PLAN



D1 AERIAL VIEW 2
A-3 SCALE -
FLOOR PLAN

Sheet Size - 24x36
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PUD SUBMISSION 04/10/2022
DATE ISSUED

DRAWN BY

CHECKED BY

HOBBS + BLACK
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611 W. CROSS ST
YPSILANTI, MI 48197

PROJECT

CONSULTANT

EXTERIOR
RENDERINGS

SHEET TITLE

19-200

PROJECT NUMBER

A-3

SHEET NUMBER

Drawing: P:\2019\19-200\02\Exterior Renderings\19-200-A3.dwg
Date: Apr 15, 2022, 3:41pm
User: JACOBSON
Plotted by: JACOBSON



**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 University of Michigan Credit Union (Contact: DeAnne Ramos)		
Address 340 E Huron Street		
City Ann Arbor	State Michigan	Zip 48104
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 EMU Credit Union
Address 611 W Cross Street
List all parcel identification numbers included in development: 11-11-40-180-005 and 11-11-40-180-014
Current use: Vacant
Proposed use: The proposed project includes expansion and remodeling of the existing building for use as a credit union with a remote drive-through. Pavement improvements, landscaping enhancements, and an underground detention system are also being proposed as part of this project.
Current Zoning: C
Legal description of property (may be attached) See Attached

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

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.

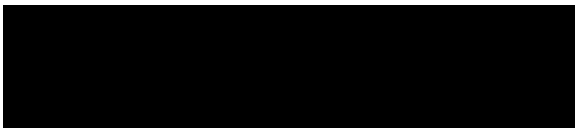
The Planning and Development Department reserves the right to reject any incomplete submission.

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.

Signature:

A black rectangular box redacting the signature.

Date:

4/14/22

Print Name:

Tomas C. Kuslikis, VP Accounting and Finance

LEGAL DESCRIPTION

SCHEDULE A DESCRIPTION PER COMMITMENT FOR TITLE INSURANCE ISSUED BY ABSOLUTE TITLE, INC.,
FILE NO.: 84528 REV. 1, EFFECTIVE DATE: JUNE 25, 2018.

PARCEL 1

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF CROSS STREET WITH THE EAST LINE OF COLLEGE PLACE (FORMERLY BROWER STREET), AS NOW LOCATED, RUNNING THENCE SOUTHERLY ALONG THE EAST LINE OF COLLEGE PLACE (FORMERLY BROWER STREET) 110 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF CROSS STREET 44 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF COLLEGE PLACE (FORMERLY BROWER STREET) 110 FEET TO THE SOUTH LINE OF CROSS STREET; THENCE WESTERLY ALONG THE SOUTH LINE OF CROSS STREET TO THE PLACE OF BEGINNING, BEING A PART OF LOT 1, BLOCK 2, DAVID F. BALLENTINE AND RICHARD E. MORSE'S ALLOTMENT OF THE WESTERN ADDITION TO THE VILLAGE (NOW CITY) OF YPSILANTI, AS RECORDED IN LIBER O OF DEEDS, PAGE 125, WASHTENAW COUNTY RECORDS, AND A PART OF FRENCH CLAIM NO. 691, CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN.

PARCEL 2

PART A: COMMENCING AT A POINT ON THE SOUTH LINE OF CROSS STREET 44 FEET EAST OF THE SOUTHEAST CORNER OF CROSS AND BROWER STREET AS NOW LOCATED AND RUNNING THENCE EASTERLY 42 FEET MORE OR LESS TO LAND OF SEYMOUR; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SEYMOUR'S LAND 110 FEET; THENCE WEST IN A LINE PARALLEL WITH CROSS STREET 42 FEET MORE OR LESS TO LANDS OF GEORGE J. ZWERGLE; THENCE NORTH 110 FEET TO THE PLACE OF BEGINNING, BEING PART OF LOT 1, BLOCK 2 OF DAVID F. BALLENTINE AND RICHARD E. MORSE'S ALLOTMENT OF THE WESTERN ADDITION TO THE VILLAGE (NOW CITY) OF YPSILANTI, AS RECORDED IN LIBER O OF DEEDS, PAGE 125, WASHTENAW COUNTY RECORDS;

PART B: LOT 2, BLOCK 2, DAVID F. BALLENTINE AND RICHARD E. MORSE'S ALLOTMENT OF THE WESTERN ADDITION TO THE VILLAGE (NOW CITY) OF YPSILANTI, AS RECORDED IN LIBER O OF DEEDS, PAGE 125, WASHTENAW COUNTY RECORDS, EXCEPTING ALL THAT PART OF SAID LOT CONVEYED OFF THE NORTH END THEREOF BY MICHAEL CASEY TO THE CITY OF YPSILANTI BY DEED DATED JUNE 4, 1858, AND RECORDED IN LIBER 44 OF DEEDS, PAGE 8, WASHTENAW COUNTY RECORDS.

PART C: LOT 3, BLOCK 2, DAVID F. BALLENTINE AND RICHARD E. MORSE'S ALLOTMENT OF THE WESTERN ADDITION TO THE VILLAGE (NOW CITY) OF YPSILANTI, AS RECORDED IN LIBER O OF DEEDS, PAGE 125, WASHTENAW COUNTY RECORDS, EXCEPT THAT PART THEREOF LYING NORTH OF A LINE DRAWN FROM A POINT 65 LINKS SOUTH OF THE NORTHWEST CORNER OF LOT 1 IN SAID BLOCK EASTERLY TO A POINT 47 LINKS SOUTH OF THE NORTHEAST CORNER OF LOT 6 IN SAID BLOCK DEEDED TO THE CITY OF YPSILANTI FOR STREET PURPOSES BY DEED RECORDED IN LIBER 44, PAGE 7, WASHTENAW COUNTY RECORDS.

PART D: COMMENCING AT THE SOUTHEAST CORNER OF THE INTERSECTION OF CROSS STREET AND COLLEGE PLACE, AS NOW LAID OUT AND USED, FRENCH CLAIM NO. 691, CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN; THENCE SOUTHERLY 110.00 FEET ALONG THE EAST LINE OF COLLEGE PLACE FOR A PLACE OF BEGINNING, SAID POINT BEING 151.64 FEET NORTH OF THE NORTHEAST CORNER OF THE INTERSECTION OF COLLEGE PLACE AND EMMET STREET, AS NOW LAID OUT AND USED, THENCE EASTERLY DEFLECTING 89°52' TO THE LEFT 88.00 FEET PARALLEL WITH THE SOUTHERLY LINE OF CROSS STREET; THENCE SOUTHERLY DEFLECTING 89°52' TO THE RIGHT 53.28 FEET

PARALLEL WITH THE EASTERLY LINE OF COLLEGE PLACE; THENCE WESTERLY DEFLECTING 93°09' TO THE RIGHT 88.00 FEET PARALLEL WITH THE NORTHERLY LINE OF EMMET STREET; THENCE NORTHERLY DEFLECTING 86°51' TO THE RIGHT 48.64 FEET ALONG THE EASTERLY LINE OF COLLEGE PLACE TO THE PLACE OF BEGINNING, BEING A PART OF SAID FRENCH CLAIM NO. 691 AND A PART OF LOTS 1 AND 7, BLOCK 2, DAVID F. BALLENTINE AND RICHARD E. MORSE'S ALLOTMENT OF THE WESTERN ADDITION TO THE VILLAGE (NOW CITY) OF YPSILANTI, AS RECORDED IN LIBER O OF DEEDS, PAGE 125, WASHTENAW COUNTY RECORDS.

PART E: COMMENCING AT A POINT 50 FEET NORTH OF THE NORTHEAST CORNER OF EMMET AND BROWER STREET, AND RUNNING THENCE EAST 88 AND 26/100 FEET ON A LINE PARALLEL WITH EMMET STREET; THENCE NORTH 53 FEET PARALLEL WITH BROWER STREET; THENCE WEST ON A LINE PARALLEL WITH EMMET STREET TO BROWER STREET; THENCE SOUTH ALONG THE EAST LINE OF BROWER STREET, 53 FEET TO THE PLACE OF BEGINNING, BEING A PART OF LOT 7, BLOCK 2, MORSE AND BALLENTINE'S ALLOTMENT OF THE WESTERN ADDITION TO THE CITY OF YPSILANTI, AS RECORDED IN LIBER O OF DEEDS, PAGE 125, WASHTENAW COUNTY RECORDS, AND A PART OF FRENCH CLAIM NO. 691, CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN.



MEMORANDUM

RE: EMUCU, 611 W Cross Street – PUD Narrative / Public Benefits

DATE: April 29, 2022

University of Michigan Credit Union is requesting approval of this Planned Unit Development project to allow for re-use of the vacant site at 611 W Cross Street as a credit union with remote ATM/ITM facilities. The existing site is 0.69 acre in size and is currently zoned C: Central, with a focus on preserving the urban form, walkable nature, and vibrant mix of uses in the area. Additionally, desired building types within the C district are typically 2-5 stories tall. With this PUD, the credit union proposes to renovate and re-use the existing one-story building and provide remote ATM/ITM facilities on the south side of the site.

The past two years have seen a dramatic increase in the demand for goods and services provided via curbside or remote facilities. Even today, many people still prefer to limit the amount of time they spend indoors in public places and choose to utilize remote services when available. As such, ATM/ITM facilities that are accessible from vehicles are an integral part of the credit union's business operations and a critical component of this project. ATM/ITM transactions at the credit union are limited in scope and are typically completed in less time and with fewer cars queuing in line than what is generally seen with drive-through uses such as restaurants. Additionally, the remote ATM/ITM facilities allow customers to have secure access to their accounts from their vehicles.

W Cross Street becomes Washtenaw Avenue just a few blocks west of this site and is an integral part of a major transit corridor bringing traffic from I-94, up Huron Street, and along W Cross Street to the campus of Eastern Michigan University or the numerous neighborhoods and businesses along Washtenaw Avenue. This project remains pedestrian focused with the building located adjacent to the street with safe and easy access for pedestrians, while also providing remote ATM/ITM facilities to allow for passing motorists to complete their business at the credit union without having to park and exit their vehicles. The ATM/ITM facilities have been located remotely from the building to provide separation between pedestrian and vehicle traffic to the greatest extent possible.

A number of public benefits will be provided as part of this proposed Planned Unit Development project, including the following:

Pedestrian Plaza. The northwest corner of the site is currently unremarkable and uninviting for pedestrians. The proposed project will create a pedestrian plaza with ADA-accessible sidewalk connections, bike hoops, and extensive landscaping. This pedestrian plaza will enhance the intersection at W Cross Street and College Place and provide a more hospitable environment for people sitting on the bench or dining outside at the restaurant across College Place.

Vacated Curb Cut. This site currently has two curb cuts and 38 parking spaces, creating a development that is largely vehicle focused. As part of the proposed project, the existing curb cut on W Cross Street will be vacated and the number of curb cuts will be reduced to just one. This will help shift the focus of this site away from vehicles and provide for improved pedestrian access to the site and safer pedestrian and bicycle

connectivity along W Cross Street. Removal of this existing curb cut also allows for installation of three additional metered on-street parking spaces in the W Cross Street right-of-way.

Shared Parking Opportunity. There is a great demand for parking along W Cross Street, driven largely by successful businesses west of College Place. The credit union will enter into a shared parking agreement to make its parking lot available for use by neighboring businesses during evenings and weekends (outside of the credit union's normal business hours) to help meet the parking need of its neighbors.

Reduced Impervious Surface and Improved Storm Water Management. The total amount of impervious surface area on the site will be reduced by over 14%, thereby providing over 3,830 square feet of additional open space on the site. The site is also currently without any storm water management facilities, but a new underground detention system is being provided as part of the proposed site improvements to help manage storm water runoff, improve water quality, and reduce the burden on the City's storm sewer system.

Sustainability. Instead of completely demolishing the site and building a brand new project from scratch, the existing building, which is over 55 years old, will be rehabilitated with interior renovations and façade enhancements. The building will also be upgraded with a new energy efficient insulated envelope and modern high efficiency mechanical system. These improvements will help to reactivate and visually enhance this segment of the Cross Street corridor while also supporting sustainability efforts.

We thank you for your consideration of this request, and look forward to discussing this project with you.



Resolution No. 2022-144
June 21, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. **Resolution No. 2022-145, approving the minutes of June 7, 2022.**
2. **Resolution No. 2022-146, approving Ordinance 13, an ordinance entitled "Planned Unit Development: 220 N Park". (Second Reading)**
3. **Resolution No. 2022-147, approving the administrative services contract for the Fire and Police Pension Board**

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
21 day of June 2022

#Resolution No. 2022-144



**Resolution No. 2022-145
June 21, 2022**

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of June 7, 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
21 day of June 2022

#Resolution No. 2022-145



MINUTES REGULAR COUNCIL Meeting

7:00 PM - Tuesday, June 7, 2022
Council Chambers

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

PRESENT: Council Member Jennifer Symanns (6:17 PM), Council Member Steven Wilcoxon, Mayor Pro-Tem Nicole Brown, Mayor Lois Richardson, Council Member Annie Somerville, and Council Member Brian Jones-Chance

ABSENT: None

1 CALL TO ORDER

The meeting was called to order at 7:00 PM

2 ROLL CALL

Mayor Pro-Tem Nicole Brown moved, seconded by Council Member Annie Somerville to excuse Council Member Jennifer Symanns and Mr. Brian Jones-Chance. On a voice vote, the motion carried.

3 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.

4 AGENDA APPROVAL

Council Member Steve Wilcoxon moved, seconded by Mayor Pro-Tem Nicole Brown to approve the agenda as submitted. On a voice vote, the motion carried.

5 PUBLIC COMMENT (3 MINUTES)

17 members from the public spoke.

6 PRESENTATIONS

- a) Presentation on Harriet Street being Designated as "Black Lives Matter Boulevard". Lee Tooson, Community Member (10 to 15 min)
- b) Violence's Intervention Plan - Violence Prevention Team
- c) Presentation regarding the strategy implementation for Parks and Recreation.

7 ORDINANCES FIRST READING

- a) Ordinance 1394, an ordinance to amend Chapter 122, an ordinance entitled "Planned Unit Development: Site Condominium for Housing Development at 220 N Park St."
1. Resolution No. 2022-131, determination
 2. Public Hearing **5 members from the public spoke**
 3. Resolution No. 2022-132, closing the public hearing

Council Member Steven Wilcoxon moved, seconded by Council Member Brian Jones-Chance, to approve Resolution No. 2022-131

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, Renovare Ypsilanti Homes, intends to provide public benefits in this development; and

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

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council adopt the ordinance entitled "220 Park Street Project Site Condominium Planned Unit Development" and approve the associated Planned Unit Development Agreement on First Reading.

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

Council Member Steven Wilcoxon moved, seconded by Council Member Brian Jones-Chance, to approve Resolution No. 2022-132. On a voice vote, the motion carried.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing to consider an ordinance titled "220 Park Street Project Site Condominium Planned Unit Development" be officially closed.

8 PUBLIC HEARING

- a) 220 N Park Community Benefits Agreement with Renovare Development.
1. Presentation
 2. Public Hearing **2 members from the public spoke**
 3. Resolution No. 2022-133, closing the public hearing

Council Member Brian Jones-Chance moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2022-133. On a voice vote, the motion carried.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing to consider the Community Benefits Agreement for the proposed 220 N Park Development be officially closed.

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

Council Member Annie Somerville moved, seconded by Mayor Pro-Tem Nicole Brown, to hold a vote on support of the requirements as currently listed

RESULT:	DEFEATED.
MOVER:	Council Member Annie Somerville
SECONDER:	Mayor Pro-Tem Nicole Brown
AYES:	Nicole Brown and Annie Somerville
NAYS:	Jennifer Symanns, Lois Richardson, and Brian Jones-Chance
ABSTAINED:	Steven Wilcoxon

Council Member Annie Somerville moved, seconded by Council Member Steve Wilcoxon to extend the meeting to 12AM. On a voice vote, the motion carried.

9 CONSENT AGENDA

- a) Resolution No. 2022-134, approving the Consent Agenda.

Council Member Brian Jones-Chance moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2022-134

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

- 1. Resolution No. 2022-135, approving the minutes of May 24, 2022.**
- 2. Resolution No. 2022-136, approving Special Assessments for the 2022 Summer Tax Bills.**

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

- b) Resolution No. 2022-135, approving the minutes of May 24, 2022.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of May 24, 2022 be approved.

- c) Resolution No. 2022-136, approving Special Assessments for the 2022 Summer Tax Bills.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That, the City Treasurer be authorized to levy and assess on the July 2022 tax roll the attached listing of unpaid bills totaling \$205,270.55.

10 RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Resolution No. 2022-137, approving the fee waiver/sponsorship for the Parkridge Summer Festival and Joe Dulin Community Day.

Council Member Annie Somerville moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2022-137

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 Parkridge Summer Festival and Joe Dulin Community Day will take place Saturday, August 27th in Parkridge Park; and

Whereas, the Parkridge Summer Festival and Joe Dulin Community Day event organizer is requesting that the City be a co-sponsor of the 2022 event; and

WHEREAS, City Council agrees that becoming a co-sponsor of the 2022 Parkridge Summer Festival and Joe Dulin Community Day 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 Parkridge Summer Festival and Joe Dulin Community Day by waiving fees in the amount of \$585.

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

- b) Resolution No. 2022-138, approving appointments to boards and commissions.

Mayor Pro-Tem Nicole Brown moved, seconded by Council Member Annie Somerville, to approve Resolution No. 2022-138

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>
<u>Jen Eastridge</u> <u>1144 Roosevelt</u> <u>Ypsilanti, MI 48197</u>	<u>DDA</u>	<u>7/1/2025</u>
<u>Amanda Smith</u> <u>(New Appointment)</u> <u>523 Fairview Cir</u> <u>Ypsilanti, MI 48197</u>	<u>Planning</u>	<u>5/1/2025</u>
<u>Brit Doulos</u> <u>(New Appointment)</u> <u>515 Maus Ave</u> <u>Ypsilanti, MI 48198</u>	<u>HRC</u>	<u>7/1/2025</u>
<u>Kimmie Wolfe</u> <u>808 Young St</u> <u>Ypsilanti, MI 48198</u>	<u>Arts</u>	<u>2/1/2025</u>

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

- c) Resolution No. 2022-139 approving appointment of Valory Brown to the Downtown Development Authority. (Postponed)
- d) Resolution No. 2022-140, approving the Community Benefits Agreement with Lincoln Avenue Capital for the Development of 845 & 945 Clark.

Council Member Annie Somerville moved, seconded by Council Member Brian Jones-Chance, to call the question

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

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, The City of Ypsilanti passed a community benefits ordinance in 2018 to allow the community to negotiate benefits when an incentive is requested; and

Whereas, an incentive was requested in November 2021 by Lincoln Avenue Capital; and

Whereas, the CBO Committee met five times over the past two months to negotiate a community benefits with the developer; and

Whereas, a public hearing was held on May 24, 2022 on the Community Benefits Agreement; and

Now therefore be it resolved that the City Council of the City of Ypsilanti approve Community Benefits Agreement and Emergency Services agreement for 845-945 Clark Rd with Clark Road Senior Limited Dividend Housing Association Limited Partnership and direct the Mayor and City Clerk to sign the agreements.

Council Member Steven Wilcoxon moved, seconded by Council Member Jennifer Symanns, to table this item until the next meeting

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

Council Member Brian Jones-Chance moved, seconded by Council Member Jennifer Symanns, to hold public comment now and adjourn. On a voice vote the motion carried.

- e) Discussion on procedure to fill a vacancy in Ward 3. (added)

Council Member Annie Somerville moved, seconded by Council Member Brian Jones-Chance, to approve the process provided with the special meeting July 7th

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

1 member from the public spoke

11 BOARD AND COMMISSION - NOMINATIONS

12 BOARD AND COMMISSION – COMMUNICATIONS

13 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

14 LIAISON REPORTS

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

15 COUNCIL PROPOSED BUSINESS

16 COMMUNICATIONS FROM THE MAYOR

17 COMMUNICATIONS FROM THE CITY MANAGER

18 COMMUNICATIONS

19 PUBLIC COMMENT (3 MINUTES)

20 REMARKS FROM THE MAYOR

21 ADJOURNMENT

- a) Resolution No. 2022-141, adjourning the City Council Meeting.

Mr. Brian Jones-Chance moved, seconded by Council Member Jennifer Symanns to adjourn the meeting at 11:47 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.



Resolution No. 2022-146
June 21, 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, Renovare Ypsilanti Homes, intends to provide public benefits in this development; and

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

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council adopt the ordinance entitled "220 Park Street Project Site Condominium Planned Unit Development" and approve the associated Planned Unit Development Agreement 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 21 day of June 2022

#Resolution No. 2022-146

City of Ypsilanti
Notice of Adopted Ordinance
Ordinance No. 1394

An Ordinance Entitled "220 Park Street Project Site Condominium Planned Unit Development"

THE CITY OF YPSILANTI ORDAINS:

That the property with the address 220 N Park St, tax identification code 11-11-09-111-004, and legal description 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:

220 Park Street Project
PLANNED UNIT DEVELOPMENT AGREEMENT

This Planned Unit Development (“PUD”) Agreement (the “Agreement”) is by and between **Renovare Ypsilanti Homes, LLC** a Michigan limited liability company (“Developer”), whose address is 42 Watson Street, Suite B, Detroit MI 48201 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 is the owner 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 develop, as a mixed residential site condominium planned unit development.
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 220 Park Street Planned Unit Development] (“**220 Park Street Project**”). Developer is the developer and proprietor of the **220 Park Street Project**.
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 220 Park Street Project will be capable of accommodating increased service and facility loads caused by the **220 Park Street Project**, (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 **220 Park Street Project** (“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 **220 Park Street Project**, as attached to the Permit Conditions as defined in 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 May 18, 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 submitted, approved and recorded in the manner set forth in this Agreement.
7. 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.
8. Any and all conditions of the approval of the Ypsilanti City Council and Planning Commission pertaining to the **220 Park Street Park Street** as reflected in the official minutes of such meetings.
9. 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 **220 Park Street Project**, 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.
10. The Granting Ordinance.
11. 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 **220 Park Street Project**. 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 **220 Park Street Project**, all buildings and site amenities shall be laid out, situated, and designed as described on the approved PUD Plan. The permitted density and land uses 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 **220 Park Street Project**, 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 C- Center Zoning 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 Center Zoning District as it existed on the effective date of the City’s Zoning Ordinance amendment granting rezoning of the Property to the 220 North Park Street Project.

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 the City, the PUD Documents, and the approved PUD Plan.
2. Developer, and any assigns and transferees of Developer, shall be responsible for construction, maintenance and repairs of, and all costs associated with, the drives, entranceways and parking lots during the period of construction and thereafter. Upon completion, Roads may be dedicated to the City and thereafter maintenance shall be on behalf of the City. Developer shall incorporate provisions in the deed restrictions providing for perpetual maintenance obligations by the owners of the Property in the manner more particularly set forth in the Permit Conditions.
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 public streets and roads existing prior to the date of this Agreement 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 an on-site storm water drainage system to be owned and maintained by the City, 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 constructed, 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 ensure said walkways comply with the Americans with Disability Act. 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 prior to closing on project financing and commencement of construction. 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. 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 10 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 the 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 the 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 the City and shall be afforded an opportunity to timely correct. A correction by Developer's lender or investor shall be deemed a correction by the 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.

K. 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.

L. Agreement Jointly Drafted. Developer has negotiated with the 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.

M. 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 the City, shall apply.

N. 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 to 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.

O. 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 **220 North Park Street** 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]

Renovare Ypsilanti Homes, LLC
a Michigan 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 Renovare Ypsilanti Homes, **LLC**, and did not
represent that she/he was duly authorized to execute this document on behalf of said Michigan
limited liability company.

_____, Notary Public

My commission expires: _____

[Intentionally blank. Signature continued on next page.]

EXHIBIT A

(address and legal description of the Property)

220 N Park St

A parcel of land being part of the NE 1/4 of Section 9, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan, described as follows:

Commencing at the NE corner of Lot 60 of "Gilberts Addition" to the City of Ypsilanti, a subdivision of part of the East 1/2 of Section 9, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan, as recorded in Liber 45, Page 153, Washtenaw County Records; thence S00°40'00" W 314.0 feet along the East line of said Lot 60 and the West right of way line of N Grove Street (66 ft. wide) to the Point of Beginning; thence continuing along said line S00°40'00" W 291.53 feet; thence 664.82 feet along a curve to the right having a radius of 1986.74 feet, delta 19°10'22", chord bears N 53°08'10" W 661.72 feet to a point on the West line of said Lot 60 and the East right of way line of N Park Street (66 ft. wide); thence along said line N 00°40'00" E 207.11 feet; thence N 89°50'50" E 243.06 feet along the North line of said Lot 60 and the South right of way line of High Street (66 ft. wide); thence S00°40'00" W 117.0 feet; thence S 82°44'07" E 48.71 feet; thence S 48°35'19" E 140.85 feet; thence N 40°01'36" E 5.0 feet; thence S 48°09'27" E 5.0 feet; thence S 38°16'51" E 46.05 feet; thence S00°40'00" W 61.50 feet; thence N 89°50'50" E 100.0 feet to the Point of Beginning.

EXHIBIT B

(Planning Commission Findings, Departures, and Conditions)

Findings:

1. The application, site plan, and land uses substantially comply with §122-311, 122-702, 122-706, 122-710, 122-714, and 122-715.

Departures:

1. Planning Commission approves the departures listed in Figure 5 of the staff report.

Conditions:

1. Site plans shall undergo detailed engineering review.
2. Interior street shall be granted public right-of-way easement for public use.
3. Lighting plan shall be provided for administrative approval.
4. There shall be ADA compliant curb-ramps at High St and Park St facing west as well as Grove St and Locust St facing east.
5. There shall be marked high emphasis crossings at the pocket park internal in the site located at 5-00 noted on the site plan, as well as across the driveway aprons, across High St, and across Grove St

MEETING MINUTES - DRAFT
Planning Commission
Wednesday, May 18, 2022 – 7:00 P.M.
City Hall- Council Chambers
1 S Huron St, Ypsilanti, MI 48197

I. Call to Order (7:09pm)

II. Roll Call

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

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Motion to excuse Commissioners Donnelly and Simmons.

Offered By: Hollifield; Seconded By: Bettis

Approved: Yes – 6; No – 0; Absent – 2 (Donnelly, Simmons)

Motion to amend the agenda to move the Non-motorized Advisory Committee report after Presentations and Public Hearings.

Offered By: Davis Jr.; Seconded By: Hollifield

Approved: Yes – 6; No – 0; Absent – 2 (Donnelly, Simmons)

III. Approval of Minutes

- April 2022 Meeting Minutes
Motion to approve the April 2022 meeting minutes.

Offered By: Davis Jr.; Seconded By: Hollifield

Approved: Yes – 6; No – 0; Absent – 2 (Donnelly, Simmons)

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: Bettis; Seconded By: Hollifield

Approved: Yes – 6; No – 0; Absent – 2 (Donnelly, Simmons)

11 members of the public participated.

Motion to close audience participation.

Offered By: Bettis; Seconded By: Hollifield

Approved: Yes – 6; No – 0; Absent – 2 (Donnelly, Simmons)

V. Presentations and Public Hearing Items

- **Planned Unit Development: Site Condominium for Housing Development at 220 N Park St**
 - (POSTPONED from April 20, 2022 meeting)Short presentation from City Staff. New changes have been included since last month. This item does not need additional staff review since the review has not changed since last month. The applicant, Renovare, addressed concerns named in audience participation.

Commissioner Arthur pointed out that the developer said they would do everything they could do to make better public pedestrian friendly environment. People from the development will need to cross those streets.

There was a motion to table last month until a traffic study could be conducted. Commissioner Davis Jr. is pleased with all the information provided since the last meeting. He hopes that the developer add high visibility traffic and pedestrian signs. We should keep the city accountable for improving pedestrian walkways.

Commissioner Arthur asked about a raised crosswalk or high visibility crossings. He suggested a future business discussion regarding information required by developer for PUDs.

Regarding concerns about building so close to rail, Renovare did add a fence to the entire rail line. It will need HDC review.

Commissioners Davis Jr. and Arthur discussed accessible curb cuts at Park and High St. They suggested a pavement marking across Park St. and the city can do the rest. They discussed cross walks at both entrances. Davis Jr. suggests that the developer have two marked crosswalks in the internal site to facilitate movement to the pocket parks. Arthur supported this suggestion.

Commissioner Schier urged the commission to not keep delaying for crosswalks. Adding crosswalks where they are not required is unnecessary. There are thousands of standards the developers are adhering to.

Rachel Jackson, with the city engineering consultant OHM, answered questions from the Commission.

Motion to recommend City Council approve the Site Condominium Planned Unit Development at 220 N Park with the following findings, departures, and conditions:

Findings:

1. The application, site plan, and land uses substantially comply with §122-311, 122-702, 122-706, 122-710, 122-714, and 122-715.

Departures:

1. Planning Commission approves the departures listed in Figure 5 of the staff report.

Conditions:

1. Site plans shall undergo detailed engineering review.
2. Interior street shall be granted public right-of-way easement for public use.
3. Lighting plan shall be provided for administrative approval.
4. There shall be ADA compliant curb-ramps at High St and Park St facing west as well as Grove St and Locust St facing east.
5. There shall be marked high emphasis crossings at the pocket park internal in the site, as well as across the driveway aprons, across High St, and across Grove St.

Friendly amendment offered by Commissioner Dunwoodie that the internal crossing be located at 5-00 noted on the site plan. Friendly amendment accepted by Commissioner Davis Jr.

Offered By: Davis Jr.; Seconded By: Arthur

Approved: Yes – 5; No – 1 (Schier); Absent – 2 (Donnelly, Simmons)

Motion Carried.

Reason for opposition: Commissioner Schier – Does not understand if asking for more crosswalks and markings are in accordance with the City's normal practices. Thinks that changing the City's rules regarding crosswalks and markings is one thing, but departing from normal practices and conditioning more is not Planning Commission's role.

- Planned Unit Development: Financial Services Use at 611 W Cross St

VI. Presentations and Public Hearing Items

- **Planned Unit Development: Site Condominium for Housing Development at 220 N Park St**
Staff Presentation. Staff recommends approval with conditions.
The Commission discussed the closures of Grove and Park Street. MDOT is not interested in reopening street railroad crossings.
Joe Meyers- Economic Development Director for the City of Ypsilanti answered questions from the Commission.
Applicants- Shannon Morgan with Renovare (Developer) and Kate Bond from Midwestern Consulting were present and answered questions. They discussed the storm water plan and topographic challenges with the site.
 - **Public Hearing**

Motion to open public hearing.

Offered By: Hollifield; Seconded By: Davis Jr

Approved: Yes – 8; No – 0

Five members of the public spoke.

Rod Johnson- 310 N. Grove – Expressed concerns with closed streets, differences in densities, increase in traffic, and storm water. Does not see how this site addresses any of the issues. Density is not higher quality. Concerns over lot and building size. Wants more information about the pocket parks and does not agree this is a moderate density development. He wants to see artist rendering, there needs to be buffering, there are not enough street trees, and is concerned about backyards facing the front of residences. Will there be traffic study? How the roads will work? What kind of parking can we expect? What are the benefits?

Mary Seelhorst 310 E. Cross - Success on this project depends on people wanting to live in it and who is responsible if the development fails? Looking at it from the eyes of the buyer, the noise from tracks and Marsh Plating is bad. Dead ends would be a hard sell. The Planning Commission is not considering noise reduction like the PUD asks. Close quarters are a drawback. No pedestrian crossings. Environmental issues. There are hazards of living so close to Marsh Plating and herbicides are sprayed along the tracks. Homeowner association dues are undesirable. Will these homes be desirable and affordable?

Mary Ellen Hagenauer- N. Grove - Concerns for the density being out of character of the neighborhood. Adopting departures would degrade master plan compatibility with the rest of the neighborhood. The developer does not address the springs and does not address traffic. There is no safe way to cross the tracks. There is no mention of brownfield remediation in the proposal. Police, Fire and DPS have not reviewed the proposal. Where would a homeowner house anything to maintain their own lawn?

George Hagenauer- Resident – He surveyed all the homes in the neighborhood had 80 signatures opposing the design. Impact on people who will live there will be great. We raised the issue of water management. Who will be buying this? He does not see median income Ypsilantians able to buy these houses. The site is based on a 20 foot wide road, meaning there is no parking. No home health aid or plumber can park. There's more draining than from just the Gilbert Mansion.

Tom Tiplady – E. Cross St - We need housing for lower income people. What about Water Street? We are bending over backwards for the developers. Seems like such a disaster to me. So many houses getting crammed in there. It just seems another one of those bad ideas and everyone has good intentions. I hope you consider the long-term results. Crowding, parking, having a party, it's already difficult on Cross Street.

Motion to close public hearing.

Offered By: Donnelly; Seconded By: Hollifield

Approved: Yes – 8; No – 0

Commissioner Dunwoodie addressed the speakers.
Commissioners clarified questions with the City Planner

The applicant answered that they do not have fencing plans for the tracks but have examples of successful buffers at tracks at other developments. The applicant discussed types of trees. They are mostly sticking with native species. They discussed the pocket parks. They will have seating areas, have looked into the idea of a dog park, and small play structures and benches. Contamination concerns were addressed. The applicant has done phase 1 and phase 2 testing. A small area in the southern portion of the site has found contamination of selenium and arsenic. They are determining whether or not to remove material off the site based on many factors. In response to affordability concerns, City Council will have final decisions on affordability. Their goal is to provide accessible housing at attainable pricing. The applicant is in ongoing conversations about providing sheds to units. They will work with the city for the master deeds. The applicant addressed the water that collects on the site.

Commissioner Davis Jr suggested a new condition - Addition of fencing along railroad along Park and Grove. The fencing style determined by the HDC. Pedestrian access needs to be to Michigan Ave. He thinks this is compatible with the Master Plan and he reminded the commission that the PUD process is something we created. Commissioner Arthur does not believe this is a safe development for the site. We don't have a traffic study. Without a traffic study this needs to be tabled. Commissioner Hollifield echoed Commissioner Arthurs concerns. If we approve, there would need to be some sort of fencing along the tracks. He included concerns about a bus stop and the parking layout. The applicant stated that the applicant is moving forward without traffic study as it is not required at this time. We have to engage with OHM. We will do one if required. Commissioner Davis Jr asked what the city would learn that we do not already know. Commissioner Schier added that traffic studies address where cars go where they come from. Not safety. He doesn't want to stop or delay for a study that will not produce information about safety.

Motion to postpone the Planned Unit Development application to the May Planning Commission meeting with the finding the applicant submit a traffic impact statement prior to that meeting.

*Friendly amendment offered by Commissioner Arthur that the motion be amended to postpone the Planned Unit Development application to the May or June Planning Commission meeting with the finding the applicant submit a traffic impact statement prior to that meeting. **Friendly amendment accepted by Commissioner Davis Jr.**

Offered By: Davis Jr; Seconded By: Arthur

Approved: Yes – 5; No – 3 (Donnelly, Dunwoodie, Schier)

Motion carried.

Note: Commissioner Arthur left the meeting.

- Special Use Permit and Limited Site Plan Review: HVAC Skilled Trade Office Use at 340 Ecorse Rd
 - *Public Hearing*
Presentation by staff. Staff recommends approval.
Applicant stated that he just wants to do HVAC work.

Motion to open public hearing.

Offered By: Hollifield; Seconded By: Donnelly
Approved: Yes – 7; No – 0; Absent – 1 (Arthur)

None.

Motion to close public hearing.



City of Ypsilanti
Community & Economic Development Department

May 18, 2022

**Staff Review of Site Condominium Planned Unit Development
220 N Park St**

GENERAL INFORMATION

Applicant: Renovare Ypsilanti Homes, LLC
42 Watson St, Suite B
Detroit, MI 48201

Project: 220 N Park Site Condominium Planned Unit Development

Public Hearing Date: April 20, 2022

Location: 220 N Park St
Parcel ID# 11-11-09-111-004

Zoning: CN-Mid – Core Neighborhood Mid

Action Requested: Site Condominium and Planned Unit Development Approval

Staff Recommendation: Approval with conditions

PROJECT AND SITE DESCRIPTION

Note: This case was heard and reviewed at the April 20, 2022 Planning Commission meeting. The public hearing was held and the Commission voted 5-3 to postpone the Planned Unit Development application to the May or June Planning Commission meeting with the finding the applicant submit a traffic impact statement prior to that meeting. Attached in this packet is a memorandum written by the applicant, Renovare Ypsilanti Homes, LLC, outlining concerns by the Planning Commission from the April 20 meeting. That memorandum points to additional attachments, including but not limited to: traffic study letters from Steven Loveland, professional traffic operations engineer, and Michael Cool, professional engineer; pocket park and open space concept drawings; materials regarding environmental concerns; and letters of support from Michigan Association of Planning and Home Builders Association of Michigan.

From a site plan review perspective, the site plans have only undergone minor updates since the April 20 meeting. In particular, the sidewalk connection has been provided on the side of Cottage #19. Staff recommends Planning Commission recommend approval of the Site Condominium PUD to City Council.

The applicant is seeking a Planned Unit Development for the site condominium layout and development at 220 N Park St. The total 220 N Park St parcel is currently about 3.8 acres, and the development plan is to lay out 46 site

condominium “units” in single-family, two-family, and townhouse typologies. The property is owned by the City and the City has worked with the developer in the planning for this development.

A site condominium is a development utilizing the technique of land division, but on the basis of condominium ownership. As such, site condominium subdivisions are not subject to the provisions of the Land Division Act, Public Act No. 288. Site condominiums lay out “units,” in other words a lot of record, which will have its own deed recorded and a master deed will be recorded for the development’s common spaces as well. Site condominiums can be approved as Planned Unit Developments if departures from the conventional zoning regulations are needed for the development, which is the case here.

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/attainable owner-occupied housing and green spaces and pocket parks.

Figure 1: Site Aerial (2020)



Figure 2: Land Use and Zoning of Surrounding Area

	LAND USE	ZONING
NORTH	Residential	CN-SF
EAST	Residential	R1
SOUTH	Railroad – then Residential, Manufacturing	Railroad, NC, PMD
WEST	Commercial use, Residential	NC

Figure 3: Photo of site from N Park St (April 14, 2022)



Figure 4: Photo of site from N Grove St (April 14, 2022)



SITE CONDOMINIUM: PURPOSE, SITE PLANS, AND LAYOUT

§122-710,714,715

Sec. 122-710. Purpose and scope.

Site condominium subdivisions are developments utilizing the technique of land division on the basis of condominium ownership. As such, site condominium subdivisions are not subject to the provisions of the land division act, Act No. 288 of the Public Acts of Michigan of 1967 (MCL 560.101 et seq.), MSA 26.430(101) et seq.), as amended. This section requires the submittal and review of site condominium subdivision plans under this chapter to ensure that such developments are accomplished with the same results as if the improvements were being proposed pursuant to the land division act, including, without limitation, conformance with all requirements of the applicable regulations contained in this chapter. Site condominium subdivision projects may be approved in any zoning district as a special use under the provisions of Article III, Division 2, Subdivision II of this chapter, or where divergence from the use, height, area, and placement regulations of this chapter is desired, the provisions of Article VII, Division 1 of this chapter.

Sec. 122-714. Site plans.

The site plan submitted for a site condominium subdivision must be consistent with the requirements outlined in §122-309 showing the location, size, shape, area, and width of all lots, all general and limited common elements, and street and utility layout. In addition, the following must be included as part of the application for special land use approval:

- (a) The use and occupancy restrictions as will be contained in the master deed.*
- (b) A "consent to submission of real property to condominium project," listing all parties which have ownership interest in the proposed site condominium subdivision, or evidence of authority or right that the developer has a legal option to purchase the subject property from the owner of record.*

Sec. 122-715. Layout, design and required improvements.

Site condominium subdivision plans must conform to the design, layout, and improvement standards as may be promulgated by the City Council by ordinance. Any such standards and regulations are hereby incorporated by reference in this article.

- (a) Streets. If a site condominium subdivision is proposed to have public streets, the streets must be paved and developed to the minimum design, construction, inspection, approval, and maintenance requirements for public streets as adopted by the City.*
- (b) Utilities. Extension and provision of utilities must be provided as may be required by the City as conditions of approval.*
- (c) Drainage. Procedures and design criteria for drainage must be as provided in the rules of the county drain commissioner, pursuant to section 105(c) of Act No. 288 of the Public Acts of Michigan of 1967 (MCL 560.101(c), MSA 26.430(101), (c)), as amended.*

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 currently single-ownership owned by the City of Ypsilanti and will be developed by Renovare Ypsilanti Homes LLC. Then the developer may sell the homes and lots (units) to homeowners.

- (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 3.8 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:

In working with the developer in the creation of the development, the City realized rigidity in the Zoning Ordinance that prevents the type of flexible, missing middle housing on smaller lots that meets City goals. Because of this the City recommended the applicant use the PUD tool to help achieve the type of development. PUDs are useful here because they allow for flexibility in arranging the site in order to properly address site grading and stormwater management concerns. In order to do so, lot coverage, frontage buildout, setback, etc. standards needed to be more flexible and thus the broad reasons for the departures.

The single-family, two-family, and attached-single-family (townhouse) uses are listed as permissible uses in the CN-Mid zoning district. The applicant is applying for the following departures (see the departure table below in **Figure 5**)

Figure 5: List of Departures Requested

ORDINANCE PROVISION	REQUIRED	PROVIDED	RATIONALE FOR A HIGHER-QUALITY DEVELOPMENT
Cottage Minimum lot size 122-469(a)	2,000 sf	1,665 sf	To achieve the density of 46 units desired, while at the same time providing a range of housing typologies, this was the strategy to fit single-family detached housing into the development.
Cottage Minimum front setback 122-469(e)	10 ft	7.5 ft	The lot depths are rather shallow at 55.5', and in order to meet other setback requirements the cottages were to be situated towards the street. This will result in a more interactive, safe, and friendly neighborhood feel. The lot still meets lot coverage requirement.
Cottage Minimum side setback 122-469(f)	3 ft	Ranges from 0' to 5'	Individual driveways at 9' width were the alternative to providing alleys that led to individual parking spaces, due to better stormwater management and the usage of the detention basin. Therefore, a larger chunk of space is used for one side setback for the driveway, resulting in a smaller side setback on the other side ranging from 0' to 5'.
Cottage Minimum frontage buildout 122-469(h)	70%	53.3%	Individual driveways at 9' width were the alternative to providing alleys that led to individual parking spaces, due to better stormwater management and the usage of the detention basin. In order to provide driveway, this makes the side setback larger and thus drives down the frontage buildout.
Townhouse Lot size 122-470(a)	1,200 – 3,000 sf	Not applicable	Due to townhouse ownership extents not belonging to a land "unit", rather the building walls themselves.
Townhouse Lot width 122-470(b)	15 – 25 ft (end units are allowed additional 10 ft)	Not applicable	Due to townhouse ownership extents not belonging to a land "unit", rather the building walls themselves.
Townhouse Lot depth 122-470(c)	80 – 120 ft	Not applicable	Due to townhouse ownership extents not belonging to a land "unit", rather the building walls themselves.
Townhouse Lot coverage 122-470(d)	60% maximum	Not applicable	Due to townhouse ownership extents not belonging to a land "unit", rather the building walls themselves.
Townhouse Front setback 122-470(e)	10 – 20 ft	Not applicable	Due to townhouse ownership extents not belonging to a land "unit", rather the building walls themselves.
Townhouse Rear setback 122-470(k)	15 ft minimum	Not applicable	Due to townhouse ownership extents not belonging to a land "unit", rather the building walls themselves.
Townhouse Frontage buildout 122-470(h)	90 – 100%	Not applicable	Due to townhouse ownership extents not belonging to a land "unit", rather the building walls themselves. Also, individual driveways at 9' width were the alternative to providing alleys that

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			led to individual parking spaces, due to better stormwater management and the usage of the detention basin. In order to provide driveway, this makes the side setback larger and thus drives down the frontage buildout.
Apartment House Minimum lot size 122-471(a)	4,000 sf	3,492 sf	To achieve the density of 46 units desired, while at the same time providing a range of housing typologies, this was the strategy to fit two-family (duplex) housing into the development.
Apartment House Minimum lot depth 122-471(c)	100 ft	63.5 ft	Complying with the lot depth of this size would severely hinder the ability to have duplexes be a part of this development.
Apartment House Minimum front setback 122-471(e)	15 ft	7.5 ft	The lot depths are rather shallow at 63.5', and in order to meet other setback requirements the cottages were to be situated towards the street. This will result in a more interactive, safe, and friendly neighborhood feel. The lot still meets lot coverage requirement.
Apartment House Minimum rear setback 122-471(k)	20 ft	10 ft	The lot depths are rather shallow at 63.5'. The lot still meets lot coverage requirement and the rear setback encroachment does not impede on any other neighboring properties.
Apartment House Minimum frontage buildout 122-471(h)	60%	57.6%	Individual driveways at 9' width were the alternative to providing alleys that led to individual parking spaces, due to better stormwater management and the usage of the detention basin. In order to provide driveway, this makes the side setback larger and thus drives down the frontage buildout.
Curb cuts on one- and two-family dwellings 122-682(a)	No more than one curb cut to a single street on lots 60' wide or less	2 curb cuts provided on 55' duplex lot width.	The 55' width is a smaller lot width to allow for more housing, and to decrease the magnitude of the frontage buildout departure.
Parking lot trees 122-684(b)(1)	1 tree per every 8 parking spaces = 2 trees required in southeast parking area	1 provided in island	The sidewalk size was prioritized in the SE parking area to enable adequate pedestrian access and ADA compliance. Two proposed interior street trees are nearby, but not "officially" parking lot trees.
Parking lot island size 122-684(b)(2)(i)	Minimum 9' wide with minimum 160 sf	96 sf	The island was reduced in length because the maneuvering lane is narrower (see below). If it was longer it could potentially hinder vehicle access and turning.
Maneuvering lane width 122-685(e)	Minimum 22 ft maneuvering lane width	20 ft	Less impervious surface is important for stormwater management, and the smaller maneuvering lane helped to provide a sufficient sidewalk width (7' with vehicles potentially overhanging 2').

Street trees 122-636(b)	Minimum 25 required	6 existing (two trees accounts for six, due to the existing landscaping credit in 122-632(g)(5)) plus 12 new trees proposed, equals 18 trees total.	There are utility constraints and the proposed interior street's curb cuts significantly decrease the potential area to plant more street trees. Also the priority was saving the two healthy street trees on Grove St.
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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. Much of it is used for stormwater management but the rest of the common open space is maximized with the addition of pocket parks. 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 zoning ordinance's landscaping 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 a range of single-family, two-family, and single-family attached (townhouse) uses, and are compatible uses 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 CN-Mid and associated Building Type standards, as well as the zoning ordinance's site standards. However, because the plan is a Planned Unit Development, it is asking for the departures listed above in Figure 5.

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 housing typologies are associated with the following building types: single-family detached homes are cottage building types, single-family attached townhouses are indeed townhouse building types, and duplex homes are apartment house building types. Three building types and their associated private frontage will be noted below:

Figure 6: Cottage Building Type and Stoop Private Frontage

REF.	PROVISION	REQUIRED	EXISTING	PROPOSED	NOTES
For Walkable Urban Districts- Building Type Required					
<i>Blue text: site plan complies Red text: site plan does not comply Black text: existing nonconformity or not applicable</i>					
HIGHLIGHTED text: requested departure					
122-465	Building Type	Cottage			
	Lot size	2000 sf min 6300 sf max		1665 sf	NEEDS DEPARTURE
	Lot width	25 ft min 35 ft max		30 ft	
	Lot depth	50 ft min 150 ft max		55.5 ft	

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	Lot coverage	70% max		30%	
	Street (front or side) setback	10 ft min 20 ft max		7.5 ft	NEEDS DEPARTURE
	Side (interior) setback	3 ft min		0 ft at times	NEEDS DEPARTURE
	Rear setback	10 ft min		10 ft	
	Frontage buildout (%)	70% min 90% max		53.3%	NEEDS DEPARTURE
	Accessory building: size; street, side, and rear setbacks; building envelope; number of buildings			NA	
	Principal building height	1-2 stories		1 story	
	Accessory structure height			NA	
	Parking location	Side, street side, rear yards		Appears to comply	

REF.	PROVISION	REQUIRED	EXISTING	PROPOSED	NOTES
Building Types' Private Frontage Requirements					
	Private frontage type	Stoop			
	Clear span width (ft)	5 ft min 8 ft max		Appears to be 9' 4"	
	Depth (ft)	3 ft min 8 ft max		Appears to be 6'	
	Height (ft)	7 ft min		Appears to be 8'	
	Yard requirements	Landscaped/pervious and includes a path at least 3' wide connecting stoop to sidewalk.		Appears to comply	

Figure 7: Townhouse Building Type and Porch Private Frontage

REF.	PROVISION	REQUIRED	EXISTING	PROPOSED	NOTES
For Walkable Urban Districts- Building Type Required					
<i>Blue text: site plan complies Red text: site plan does not comply Black text: existing nonconformity or not applicable HIGHLIGHTED text: requested departure</i>					
122-465	Building Type	Townhouse			
	Lot size	1,200 sf min 3,000 sf max		Not applicable	NEEDS DEPARTURE
	Lot width	15 ft min		Not applicable	NEEDS DEPARTURE

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		25 ft max (end units can have additional 10 ft width)			
	Lot depth	80 ft min 120 ft max		Not applicable	NEEDS DEPARTURE
	Lot coverage	60% max		Not applicable	NEEDS DEPARTURE
	Street (front or side) setback	10 ft min 20 ft max		Not applicable	NEEDS DEPARTURE
	Side (interior) setback	0 ft min No max		NA	
	Rear setback	15 ft min		Not applicable	NEEDS DEPARTURE
	Frontage buildout (%)	90% min 100% max		Not applicable	NEEDS DEPARTURE
	Accessory building: size; street, side, and rear setbacks; building envelope; number of buildings			NA	
	Principal building height	1-3 stories		2 stories	
	Accessory structure height			NA	
	Parking location	Rear yard		Appears to comply	

REF.	PROVISION	REQUIRED	EXISTING	PROPOSED	NOTES
Building Types' Private Frontage Requirements					
	Private frontage type	Porch			
	Clear span width (ft)	5 ft min 8 ft max		Appears to be 11'	
	Depth (ft)	3 ft min 8 ft max		Appears to be 5'	
	Height (ft)	7 ft min		Appears to be 7'	
	Yard requirements	Landscaped/pervious and includes a path at least 3' wide connecting stoop to sidewalk.		Appears to comply	

Figure 8: Apartment House Building Type and Porch Private Frontage

REF.	PROVISION	REQUIRED	EXISTING	PROPOSED	NOTES
For Walkable Urban Districts- Building Type Required					
<i>Blue text: site plan complies Red text: site plan does not comply Black text: existing nonconformity or not applicable</i>					
HIGHLIGHTED text: requested departure					
122-465	Building Type	Apartment House			
	Lot size	4,000 sf min 18,000 sf max		3,492 sf	NEEDS DEPARTURE
	Lot width	40 ft min 120 ft max		55 ft	
	Lot depth	100 ft min 150 ft max		63.5 ft	NEEDS DEPARTURE
	Lot coverage	50% max		36.6%	
	Street (front or side) setback	15 ft min 25 ft max		7.5 ft	NEEDS DEPARTURE
	Side (interior) setback	3 ft min		At least 9 ft	
	Rear setback	20 ft min		10 ft	NEEDS DEPARTURE
	Frontage buildout (%)	60% min 80% max		57.6%	NEEDS DEPARTURE
	Accessory building: size; street, side, and rear setbacks; building envelope; number of buildings			NA	
	Principal building height	1-3 stories			
	Accessory structure height			NA	
	Parking location	Side, street side, rear yards		Appears to comply	

REF.	PROVISION	REQUIRED	EXISTING	PROPOSED	NOTES
Building Types' Private Frontage Requirements					
	Private frontage type	Porch			
	Clear span width (ft)	5 ft min 8 ft max		Appears to be 11'	
	Depth (ft)	3 ft min 8 ft max		Appears to be 5'	
	Height (ft)	7 ft min		Appears to be 7'	
	Yard requirements	Landscaped/pervious and includes a path at least 3' wide connecting stoop to sidewalk.		Appears to comply	

Figure 9: 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: requested departure					
122-607	Building entrances	Building entrances must face street	N/A	All building entrances face a street	
	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)		Interior street will need to be granted a public ROW easement.	
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	Trash will be in wheeled bins brought to the street, and will be stored in an area other than the front yard behind an enclosure.	
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 provided in areas; lighting plan showing lighting levels will be provided.	Lighting plan should be provided.
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.	It does not appear that any buildings will be on the steep slopes.	

Items to be addressed:

- Interior street shall be granted public ROW easement for public use.
- Lighting plan shall be provided 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."

Figure 10: Site Access, Traffic, and Parking

REF.	PROVISION	REQUIRED	EXISTING	PROPOSED	NOTES
Blue text: site plan complies Red text: site plan does not comply Black text: existing nonconformity or not applicable HIGHLIGHTED text: requested departure					
122-670	Traffic circulation standards	N/A	N/A		
122-671	Public service areas	Site shall provide adequate access for fire, police, sanitation, and public works vehicles.	N/A	20' maneuvering lane width and truck turning plan provided.	
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	Sidewalks are provided for City streets and interior street.	
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.	
122-682	(For Cottage and Duplex parking) Ingress and egress	Curb cut for driveway ≤ 20' width and total width of all curb cuts ≤ 35' on all property lines. With lots of 60 feet or less width, no more than 1 curb cut is permitted.	NA	Cottages 9' and duplexes are two 9' (18' total) curb cuts. Duplex lot width is less than 60' and has two curb cuts therefore departure needed.	DEPARTURE NEEDED
	(For Cottage and Duplex Parking) Driveways	Must be at least 9' width	NA	9' width	
	(For Cottage and Duplex Parking) Surfacing	Must be at least 2' from property lines unless engineering/stormwater/grading ensures no drainage onto other properties		Most appear 2' from lot lines; if within, engineering shall specify.	
	(For Cottage and Duplex Parking) Parking in yards	Parking not permitted in front yard or side street yard on corner lot unless on the		Appears to comply.	

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		driveway that extends past the front building line.			
122-683	(For Townhouse parking) 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 25' wide.	
	(For Townhouse parking) 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.	
	(For Townhouse parking) 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.
	(For Townhouse parking) 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 permitted to drain across a public sidewalk.	N/A	Site grading plan and utility plan provided.	Drainage to be reviewed in detailed engineering.
	(For Townhouse parking) 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.	
	(For Townhouse parking) 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.	
	(For Townhouse parking) 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	N/A	Curbing proposed.	

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		vehicle from projecting beyond the parking lot area, bumping any wall or fence, or encroaching upon any landscaping.			
	(For Townhouse parking) 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 not provided.	Lighting plan shall be provided or departure needed.
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	Parking island in the SE parking lot should have an island conforming to standards.	DEPARTURE NEEDED.
	Parking landscaping: trees to parking spaces ratio	1 tree per every 8 parking spaces = 1 tree in northwest parking area; 3 trees in southeast parking area (one in the required above island can count towards this)	N/A	Trees around NW parking lot comply; 2 trees shall be added near the SE parking lot (1 can be parking island tree)	DEPARTURE NEEDED
	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	Not provided, however the parking area does not abut another lot of such type, appears to comply.	
	Overhang/encroachment protection	Landscaped areas, walls, structures, and walks shall be properly protected from vehicular encroachment or overhang through appropriate	N/A	Appears to comply	

		wheel stops or curbs, as well as a distance of at least 3 feet.			
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	16' parking is provided, but additional 2' of sidewalk on top of curb is provided, appears to comply.	
	Parking dimensions for standard vehicles: degrees, width, length	Varies between 9' by 18' and 9' by 16'	N/A	18.5' to 16'. 16' complies in the SE parking area as stated above.	
	Parking dimensions for standard vehicles: maneuvering lane width, total width	Required 22' maneuvering lane for two-way traffic.	N/A	20' provided.	DEPARTURE NEEDED
122-691	Parking space base calculation	No parking for single-family, two-family, and townhouses required.	N/A	Parking for each single-family and duplex, and 26 total spaces for 13 townhouse units	
122-692	Parking reductions	Numerous possible reductions. Planning Commission may waive by up to 20%.	N/A	NA	
	Total parking after reductions		N/A	NA	
122-693	Required bicycle parking	1 bicycle parking space per 5 vehicle parking spaces. Requires 5 bicycle spaces.	N/A	Six bicycle parking spaces provided	

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.

Detailed engineering review required due to substantial addition to impervious surface, construction of new buildings, utility work, landscaping, 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.

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.

Figure 11: Screening and 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: requested departure					
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	Tree protection plan provided.	
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 Stocky. All trees must be on the tree list maintained by City of Ypsilanti.	N/A	Tree/shrub species list provided in landscape plan.	List should be reviewed administratively to comply with tree list and plant standards.

122-634	Required screening	Screening is required when any building with 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.	N/A	Screening provided in between TH3 and equal or lesser units.	
122-635	Fences and walls		N/A	Fence provided along railroad ROW border.	
122-636	Street trees	For Grove and Park streets: 1 per 30 feet of linear frontage= 25 For interior street: 1 per 30 feet of lineal frontage = 40	N/A	For Grove and Park streets, 12 new trees and 6 existing trees (2 trees but credit counts for 6 due to size of caliper) provided. 7 more required. For interior streets 40 street trees provided, appears to comply	DEPARTURE NEEDED
122-638	Site landscaping	Site needs to be at least 10% landscaped, excluding ROWs	N/A	Site is 12% landscaped.	

Items to be addressed:

- Tree and plantings list should be reviewed administratively to comply with tree list and plant standards.

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 interior street's control, including easements or agreements regarding construction, maintenance, and repairs. Water/sanitary sewers will be permitted through YCUA.

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 provide quality housing. The housing development will provide housing diversity for families of all incomes and size.
- **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, homes to 46 families.
- **Anyone can easily walk, bike, drive or take transit from anywhere in Ypsilanti and to anywhere else in Ypsilanti and beyond.** This development is in an area that is centrally located for various modes of transportation.
- **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, near transit routes, and commercial corridors such as Depot Town and Downtown, 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, 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 some dimensional building and site standards, but is sensible due to similar density in the area. This development is sensibly designed with engineering standards for stormwater management in mind.

- (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 similar uses as the properties abutting to the north 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 pocket parks.

- (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. Additionally, this development is in walking and biking distance from Depot Town, Downtown, and the E Michigan Ave commercial corridor. Traffic professionals reviewed the application and plans, and found that neither a traffic impact study or traffic impact assessment were required for this scope of development. See the letters attached.

- (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 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 Site Condominium Planned Unit Development at 220 N Park St with the following findings, departures, and conditions:

Findings:

1. The application, site plan, and land uses substantially comply with §122-311, 122-702, 122-706, 122-710, 122-714, and 122-715.

Departures:

1. Planning Commission approves the departures listed in Figure 5 of this report.

Conditions:

1. Site plans shall undergo detailed engineering review.
2. Interior street shall be granted public ROW easement for public use.
3. Lighting plan shall be provided for administrative approval.

Andy Aamodt
City Planner, Community & Economic Development Division

CC File
 Applicant



ARCHITECTS. ENGINEERS. PLANNERS.

April 13, 2022

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

Attention: Mr. Andy Aamodt

Regarding: 220 N Park St.
Site Plan Review No. 1
OHM Job No. 0094-22-1020

Dear Mr. Aamodt:

The applicant is requesting site plan approval for proposed mixed residential planned unit development at 220 North Park Street. The project consists of 25 mixed residential buildings, road paving, and sidewalk addition as well as utility work including storm, sanitary, and watermain. We have reviewed the plans with a date of March 16, 2022, for compliance with local ordinances and general engineering standards and offer the following comments:

1. The plan set shall be signed and sealed by a Professional Engineer licensed in the State of Michigan.
2. The proposed concrete pavement detail on sheet 9 references City of Ann Arbor Standards and should be revised for City of Ypsilanti. Also, it is unclear where the 8-inch concrete pavement is proposed in the plan view on sheet 4.
3. The proposed asphalt pavement detail on sheet 9 conflicts with the typical road cross section detail on sheet 4 and sheet 5. It is understood the typical cross section is a minimum requirement, but this is confusing. The proposed asphalt mixes and depths should be reviewed and updated to match.
4. The applicant shall include sign type callouts on the plan view. Additionally, details shall be added to the plans for all proposed signage, including the development sign.
5. The plan view shall show where the proposed ramp and level landings are to ensure current ADA requirements are met. Additionally, crosswalk markings should be provided in the next submittal.
6. A detailed review of the grading will be completed under engineering review of the provided grading plan. Spot grades shall be provided along the lot lines and at lot corners to ensure drainage is remaining on-site. Additionally, the applicant shall provide spot grades at 50-foot intervals along the proposed sidewalks to ensure ADA compliance.
7. The proposed finished floor elevation of all proposed buildings shall be included on the grading plan.
8. Our office defers to the City's Planning Department regarding the proposed site dimensions that may require variances as well as possible Planned Unit Development (PUD) departures. These include sidewalk widths and roadway widths that are proposed at a reduced dimension than the ordinance allows.

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



9. On sheet 5, the proposed connection to the existing watermain along High Street at the northwest corner of the lot is hidden behind structure number 1105.
10. The plans show gray dashed line is a 12-foot-wide franchise utility easement; however, the applicant shall clarify the lines between TH1 and TH2 as it is unclear if this area is also proposed as a utility easement since there are no proposed utilities shown.
11. It appears there is no proposed water service to Cottage Unit 13.
12. The plans show proposed building outlines encroaching on the 12-foot franchise utility easement. It is understood these outlines may represent overhangs, stairways, patios, etc. The applicant should review the encroachments and let our office know the specific portion of the building that is proposed within utility easements for a determination.
13. All proposed utilities should be minimum 10-feet from other utilities and buildings. The plans show the watermain on the southeast corner of the property has a separation from the proposed building and the proposed storm sewer less than the minimum 10' clearance. The applicant shall review and revise accordingly.
14. The applicant shall provide the preliminary size and material of all proposed utilities on the plans, including the water and sanitary services.
15. Storm sewer and sanitary sewer structures should have a unique identifier provided in the plan view of utility sheets.
16. A detailed review of the storm sewer design and detention basin sizing calculations will be completed under detailed engineering review.
17. Roof drains and sump pump discharge will be required to connect to the storm system on site, if applicable. These should be shown on the plans during engineering review.
18. All underground utilities, including electric and gas, shall be shown on the landscape plan to confirm no plantings are proposed over utilities.
19. Applicant should provide soil boring data and any related geotechnical reports with the next submittal.
20. Review and approval from the Fire Department is required. Building fire suppression and hydrant location requirements will be determined by the Fire Department. Additionally, the applicant shall provide dimensioned truck turning templates on the plans to ensure site circulation can adequately accommodate a standard fire apparatus, garbage pickup, or the largest truck anticipated to traverse the site.
21. Proposed work within the railroad right-of-way may require a permit from the Michigan Department of Transportation (MDOT).
22. Review and approval for the water and sanitary work will be required from the Ypsilanti Communities Utility Authority (YCUA). The applicant should coordinate with YCUA regarding the proposed water and sanitary service(s).
23. Review and approval of the Soil Erosion and Sedimentation Control Plan will be required from the Washtenaw County Water Resources Commissioner's Office to obtain a soil erosion and sedimentation control permit.



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: Joe Meyers, City of Ypsilanti
Ron Akers, AICP, Department of Public Works
Scott Westover, PE, YCUA
Kent Early, PE, OHM
Kate Bond, RLA, Midwestern Consulting
File

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220 N. PARK STREET SITE CONDOMINIUM
CITY OF YPSILANTI, WASHTENAW COUNTY, MI
PLANNED UNIT DEVELOPMENT

OWNER/APPLICANT

RENOVARE YPSILANTI HOMES, LLC
42 WATSON ST, SUITE B
DETROIT, MI 48201
CONTACT: JILL FERRARI
(313)348-7236

ENGINEER/SURVEYOR/LANDSCAPE ARCH.

MIDWESTERN CONSULTING, LLC
3815 PLAZA DR
ANN ARBOR, MI 48108
CONTACT: KATE BOND
734-995-0200

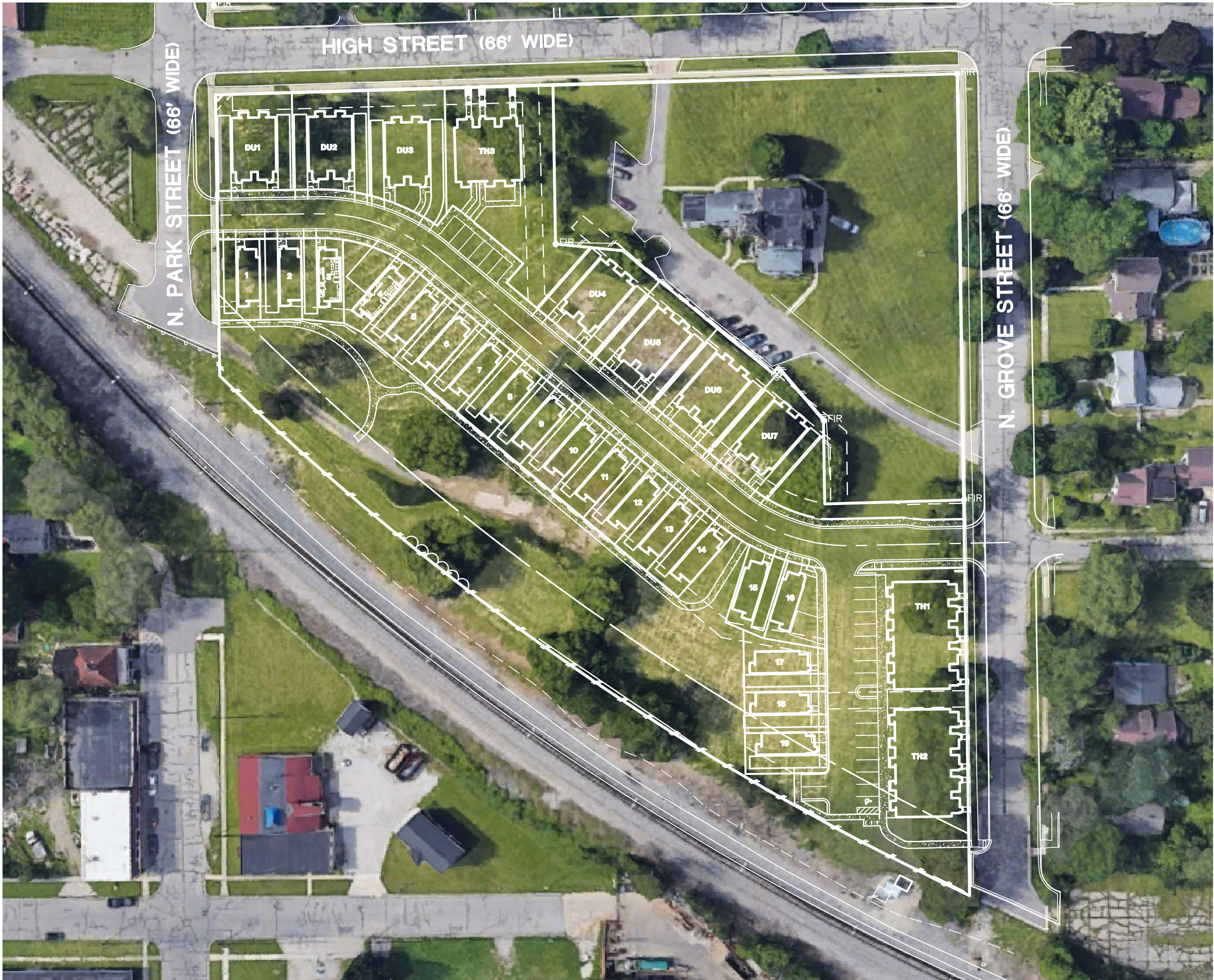
ARCHITECT

BARRY J. POLZIN ARCHITECTS
101 N. LAKESHORE BLVD.
MARQUETTE, MI 49855
CONTACT: BARRY POLZIN
(906)225-8661

SITE DATA

	Existing	Allowed/Required	Proposed	Departures
Zoning	CN-MD	CN-MD	PUD - Mixed Residential Planned Unit Development	
Zoning District	Core Neighborhood	Core Neighborhood Mid		
Use	Vacant	Single Family Attached Single Family Detached Two Family Dwelling Units	Mixed Use Single Family Housing Cottage, Townhouse, Duplex Attached and Detached	
Site Area (gross)	3.80 acres	1.00 Acres Min.	3.80 acres	
Site Area (net)	NA	NA	NA	
Less Road ROW, Road easement	NA	NA	NA	
Unit Bulk and Density				
Gross Floor Area				
Townhouse		800 sf max.	1280 sf	Departure Requested
Duplex (Apartment House)		800 sf max.	1280 sf	Departure Requested
1 Story Cottage		500 sf max.	405 sf	
2 Story Cottage		500 sf max.	512 sf	Departure Requested
Lot Size		Townhouse 1,200 sf Min - 3,000 sf Max Duplex (Apartment 4,000 sf Min - 18,000 sf Max House) 2,000 sf Min - 6,300 sf Max	NA 3492 sf 1665 sf	Departure Requested Departure Requested Departure Requested
Lot Width		Townhouse 25' Min - 25' Max Duplex (Apartment 40' Min - 120 ft Max House) 25' Min - 35' Max	NA 55' 30'	Departure Requested
Lot Depth		Townhouse 80' Min - 120' Max Duplex (Apartment 100' min - 150' Max House) 50' Min - 150' Max	NA 68.5' 55.5'	Departure Requested Departure Requested
Frontage Buildout		Townhouse 90%-100% Duplex (Apartment 60%-80% House) 70%-90%	NA 57.6% 53.3%	Departure Requested Departure Requested Departure Requested
Maximum Lot Coverage	0.0 %	Townhouse 60% Duplex (Apartment 50% House) 70%	NA 36.6 30	Departure Requested
Maximum Height				
Townhouse		1 Story Min - 3 Story Max	2 Story Max	
Duplex		1 Story Min - 2 Story Max	2 Story Max	
Historic District Requirements		TBD	TBD	
Building Setbacks				
Front	NA	Townhouse - 10' (20' max) Duplex - 15' (25' max) Cottage - 10' (20' max)	NA 7.5' 7.5'	Departure Requested Departure Requested Departure Requested
Side	NA	Townhouse - 0' Duplex - 3' Cottage - 3'	NA 9' Min 0'-5' / 9'-12' depending on window placement	Departure Requested
Rear	NA	Townhouse - 15' Duplex - 20' Cottage - 10'	NA 10' 10'	Departure Requested Departure Requested
Open Space				
Vehicular Parking				
Design Standards	NA	Parking Space Dimensions: 9ft x 18ft Aisle Width: 22ft	Townhouse Parking Space Dimensions: 9ft x 18ft Aisle Width: 22ft	
Setbacks	NA	Cottages - Permitted in side, street side or rear yard Duplexes - NA Townhouses - Permitted in the rear yard	No parking in front setback for cottage and duplex units. Parking in rear for townhouses.	
Required Parking	NA	92 spaces	92 spaces	
Single Family Residential		2 spaces per unit space 9'x18' aisle 22'	2 spaces per unit - 9'x18' in driveways and spaces @ TH2 w/ 22' aisle 8'x16' with 2' overhang @ TH 1 and TH2 w/ 20' aisle	Departure Requested
Bicycle Parking		1 per 5 vehicular parking spaces	6 spaces provided	
Required Loading	0	spaces	NA	
Landscape				
Tree Mitigation		None found; credits for existing to remain	Credits for existing to remain TBD	
Front Greenbelt		front yard and street side yards, 1 tree per 30ft, no evergreens, 10ft width	1 tree per 30 ft if dependent on existing utilities	
Conflicting land use		solid wall or fence adjacent to CN-SF; 80% opaque min., evergreen trees/shrubbery for 80% opacity?	NA	
Parking landscaping		1 island per 16 spaces, 5' wide & 160sf min., curbed	NW: NA SE: 1 island - 96sf provided	Departure Requested
		1 tree per 8 parking spaces	NW: NA (only 6 spaces) SE: 1 island - 96sf provided	Departure Requested
Foundation landscaping		Not applicable in Residential PUD		
Street trees		1 tree per 30 ft frontage	1 tree per 30 ft when not adequate space, tree is planted in front yard	
Outdoor equipment		screening from any primary visual exposure area	NA	
Outdoor refuse		not in front yard, adequate vehicular access, screened with enclosure 6 ft ht	Individual roll out, not in front yard	
Fence Regulations:		Front Yard: no more than 6' ht and 50% opacity	NA	
Bold Cell = Departure Request				

The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.



SITE MAP
SCALE : NTS

PROJECT NARRATIVE

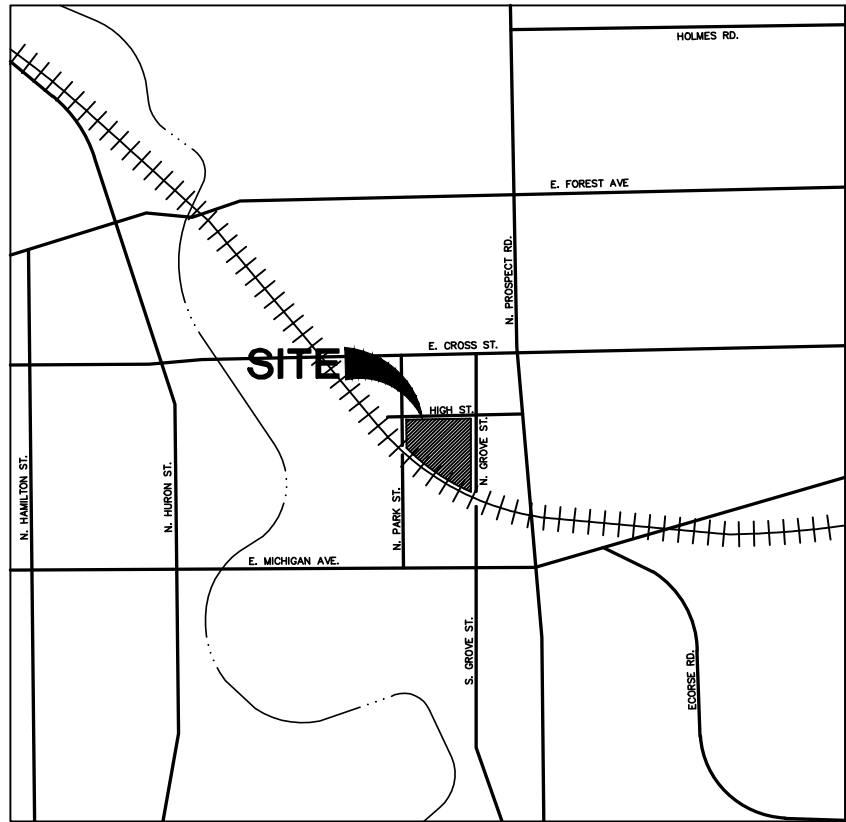
RENOVARE DEVELOPMENT, IN PARTNERSHIP WITH THE CITY OF YPSILANTI, IS PROPOSING A MIXED RESIDENTIAL PLANNED UNIT DEVELOPMENT ON THE VACANT 4.5-ACRE CITY-OWNED LOT LOCATED AT 220 NORTH PARK ST., IN THE AREA BETWEEN THE GILBERT MANSION AND THE TRAIN TRACKS. THE APPLICANT IS TARGETING WORKFORCE HOUSEHOLDS TO HELP SATISFY THE INCREASING NEED FOR HOUSING.

THE PUD PROPOSES A MIX OF 46 ONE- AND TWO-STORY HOMES, ATTACHED DUPLEXES AND TOWNHOUSES WITHIN A WALKABLE, CLUSTERED HOUSING DEVELOPMENT THAT WILL MEET THE NEEDS OF THOSE CONSIDERED THE 'MISSING MIDDLE' WHILE ALSO PROVIDING FIRST TIME HOME BUYERS WITH AFFORDABILITY FACTORED IN TO A PERCENTAGE OF THE UNITS. THE ARCHITECTURAL DESIGN WILL REFLECT THE HISTORIC CHARACTER OF THE SURROUNDING COMMUNITY PROVIDING A DESIRABLE LIVING ENVIRONMENT INCORPORATING THE TRADITIONAL NEIGHBORHOOD CONCEPT AND SENSE OF COMMUNITY.

THE DEVELOPMENT WILL BE A SITE CONDOMINIUM, WHEREBY RESIDENTS WILL OWN THEIR DUPLEX UNIT OR COTTAGE AND THE AREA SURROUNDING IT UP TO THE UNIT OR PROPERTY LINE. TOWNHOUSE RESIDENTS WILL OWN THEIR UNIT FROM WALL TO WALL AND HAVE USE OF THE PARKING SPACES ASSOCIATED WITH THEM. A MASTER DEED AND BYLAWS WILL BE PREPARED THAT IDENTIFIES THE GENERAL COMMON ELEMENTS SUCH AS ROADWAY, WALKWAY, UTILITIES, STORMWATER FACILITIES AND OPEN SPACES THAT WILL FALL UNDER THE MAINTENANCE AND SUPERVISION OF THE CITY.

THE NARROW STREET IS LINED WITH SIDEWALKS AND STREET TREES APPROPRIATE FOR URBAN NEIGHBORHOOD PLANTING. THE PROPOSED PEDESTRIAN WAYS LEAD TO THE EXISTING SIDEWALKS THAT SURROUND THE PROPERTY ON ALL SIDES IN PARK, GROVE AND HIGH STREETS. THE PROPOSED NEIGHBORHOOD WILL BE FURTHER EMBELLISHED FOR THE PEDESTRIAN COMMUNITY WITH POCKET PARKS SCATTERED THROUGHOUT IN FOUR LOCATIONS. THE DETAILS OF THESE POCKET PARKS WILL COME MORE IN TO FOCUS AS THE PROJECT PROGRESSES, BUT WILL BE GEARED TOWARD FAMILY AND COMMUNITY USE AND ASSIST IN THE ENVIRONMENTAL COMMITMENT OF THE APPLICANTS TO PROVIDE GREEN AREAS THAT AID IN FILTERING STORM WATER AND PLANTINGS FOCUSED ON CARBON SEQUESTRATION.

THE PROPOSED DEVELOPMENT MAKES USE OF THE NATURAL GRADE OF THE PROPERTY TO CAPTURE STORMWATER RUNOFF IN BASINS LOCATED NEAR THE SOUTHERN PROPERTY LINE. THE BASINS ARE 'DRY' BASINS THAT TREAT THE STORMWATER, REMOVING SEDIMENTS AND CONVEY IT TO THE CITY'S STORMWATER SYSTEM. THE BASINS AND THE OPEN AREA SURROUNDING THEM WILL BE UTILIZED AS A 'LINEAR PARK' WITH PATHWAYS MEANDERING THROUGH THE UNDULATING TOPOGRAPHY SURROUNDED BY PROPOSED PLANTINGS OF NATIVE DECIDUOUS, EVERGREEN AND ORNAMENTAL TREE PLANTINGS, SHRUBS AND GRASSES. THE LINEAR PARK WILL BE FURTHER PROVIDED WITH SEATING, PLAY AND PARK FEATURES THAT WILL BE OPEN TO THE PUBLIC.



VICINITY MAP
SCALE : NTS

Sheet List Table

#	SHEET TITLE
1	COVER
2	EXISTING CONDITIONS
3	DEMOLITION PLAN
4	SITE PLAN
5	OVERALL UTILITY PLAN
6	GRADING PLAN
7	STORM WATER MANAGEMENT PLAN
8	LANDSCAPE PLAN
9	TREE PROTECTION PLAN
10	NOTES AND DETAILS
11	LANDSCAPE DETAILS
A1.0	1 STORY COTTAGE
A2.0	2 STORY COTTAGE
A3.0	DUPLEX
A4.0	TOWNHOUSES

220 N. PARK STREET PUD

JOB No.	21264	DATE: 03/16/22	1
REVISIONS:	REV. DATE	SHEET 1 OF 15	
PER MUNICIPAL COMMENTS	04/14/22	CADD: KJB	
PER MUNICIPAL COMMENTS	05/10/22	ENG: JCA	
PER MUNICIPAL COMMENTS	05/13/22	PM: KEB	
		TECH: /21264CV1	



MIDWESTERN
CONSULTING
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Land Development • Land Survey • Institutional • Municipal
Wireless Communications • Transportation • Landfill Services

RELEASED FOR:

DATE

SITE PLAN SUBMITTAL TO CITY 03/16/2022

P.E. #



OVERALL PARCEL (11-11-09-111-004)
(AS SURVEYED)

A Parcel of land being part of the NE 114 of Section 9, Town 6 East, Range 7 East, City of Psiplant, Washburn County, Michigan, described as follows:

Commencing at the NE corner of Lot 6660 of "Gilberts Addition" to the City of Psiplant, a subdivision of part of the East 1/2 of Section 9, Town 6 East, Range 7 East, City of Psiplant, Washburn County, Michigan, as described in Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ.

Contains 165,608 square feet or 3.802 acres of land, more or less. Subject to all easements of record, if any.

NOT PROVIDED

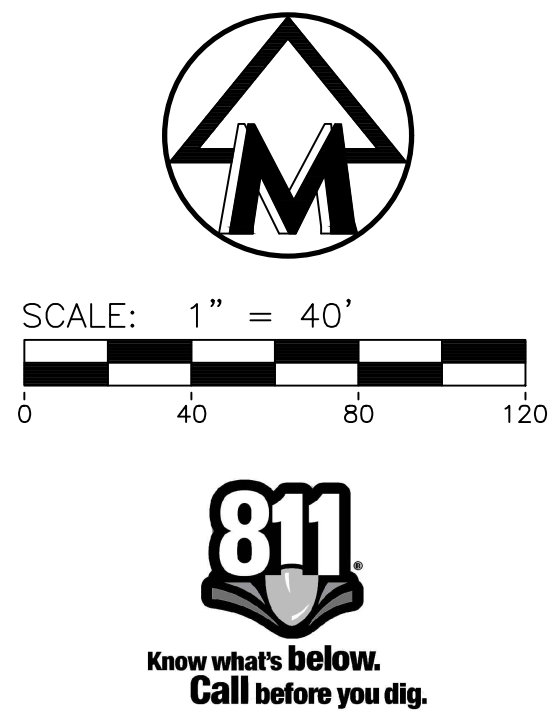
838

- | | |
|--------|-----------------------------------|
| 838 | EXIST. CONTOUR |
| 838 | PROP. CONTOUR |
| 836.2 | EXIST. SPOT ELEVATION |
| 36.60 | PROP. SPOT ELEVATION |
| U.P. | EXIST. UTILITY POLE |
| U.P. | EXIST. UTILITY POLE W/ TRANS. |
| | GUY WIRE |
| | ELEC. TRANSFORMER |
| | EXIST. AC UNIT |
| | EXIST. GENERATOR |
| OH | EXIST. OVERHEAD UTILITY LINE |
| * | EXIST. LIGHT POLE |
| * | PROP. LIGHT POLE |
| t | EXIST. TELEPHONE LINE |
| e | EXIST. ELECTRIC LINE |
| g | EXIST. GAS LINE |
| g | EXIST. GAS VALVE |
| f.o. | EXIST. FIBER OPTIC LINE |
| w | EXIST. WATER MAIN |
| w | PROP. WATER MAIN |
| H | EXIST. HYDRANT |
| H | PROP. HYDRANT |
| S | EXIST. GATE VALVE IN BOX |
| S | PROP. GATE VALVE IN BOX |
| S | EXIST. GATE VALVE IN WELL |
| S | PROP. GATE VALVE IN WELL |
| X | EXIST. CURB STOP & BOX |
| X | PROP. CURB STOP & BOX |
| | REDUCER |
| o | EXIST. BLOW-OFF |
| o | PROP. BLOW-OFF |
| P.I.V. | POST INDICATOR VALVE |
| P.I.V. | PROP. INDICATOR VALVE |
| | THRUST BLOCK |
| KNOX | PROP. KNOX BOX |
| FDC | EXIST. FIRE DEPARTMENT CONNECTION |
| FDC | PROP. FIRE DEPARTMENT CONNECTION |
| R | EXIST. STORM SEWER |
| R | PROP. STORM SEWER |
| | EXIST. CATCH BASIN OR INLET |
| | PROP. CATCH BASIN OR INLET |
| | EXIST. BEEHIVE INLET |
| | PROP. BEEHIVE INLET |
| RD | PROP. ROOF DRAIN |
| | END SECTION |
| | HEAD WALL |
| | CULVERT |
| DS | EXIST. DOWNSPOUT |
| DS | PROP. DOWNSPOUT |
| S-S | EXIST. SANITARY SEWER |
| S-S | PROP. SANITARY SEWER |
| o | EXIST. CLEANOUT |
| o | PROP. CLEANOUT |
| | C/L OF DITCH |
| | DRAINAGE DIRECTION |
| | SIGN |
| | SINGLE TREE |
| | TREE OR BRUSH LIMIT |
| | FENCE |
| | SILTFENCE |
| | LIMITS OF DISTURBANCE |
| | CONSTRUCTION FENCE |
| FF | FINISH FLOOR ELEVATION |
| GF | GARAGE FLOOR ELEVATION |
| BFF | BASEMENT FINISH FLOOR ELEVATION |

The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

M:\Civ\13d_Pro\1264\Site Plan\21264EX1.dwg, 5/13/2022 9:32 AM, Tino R. Fix-Woodworth, 2 EXISTING CONDITIONS, MCLC PDF .pc3

JOB No.	21264	DATE: 03/16/22
REVISIONS:	REV. DATE	SHEET 2 OF 1
PER MUNICIPAL COMMENTS	05/13/22	CADD: KJB
		ENG: JCA
		PM: KEB
		TECH:
		/21264EX1



8-38	EXIST. CONTOUR
—•— U.P.	EXIST. UTILITY POLE
—•— GP	EXIST. GUY POLE
—•—	GUY WIRE
—•— AT&T	EXIST. OVERHEAD UTILITY LINE
* GAS	EXIST. LIGHT POLE
GAS	EXIST. GAS LINE
f.o. — —	EXIST. GAS VALVE
WM	EXIST. FIBER OPTIC LINE
— —	EXIST. WATER MAIN
— —	EXIST. HYDRANT
— —	EXIST. GATE VALVE IN BOX
— —	EXIST. CURB STOP & BOX
— —	EXIST. STORM SEWER
— —	EXIST. CATCH BASIN or INLET
— —	EXIST. BEEHIVE INLET
— —	EXIST. CULVERT
— —	EXIST. SANITARY SEWER
— —	EXIST. CLEANOUT
— —	C/L of DITCH
— —	SIGN
— —	TELEPHONE RISER
— —	POST
— —	WELL
— —	FENCE
— —	GUARDRAIL
— —	SINGLE TREE
— —	TREE OR BRUSH LIMIT
— —	FOUND IRON PIPE
— —	CONTROL PT.
XXXXXXXXXXXXXXXXXXXXXXXX	SITE FEATURE TO BE REMOVED
—X—	TO BE REMOVED
— . . . —	GRADING LIMITS

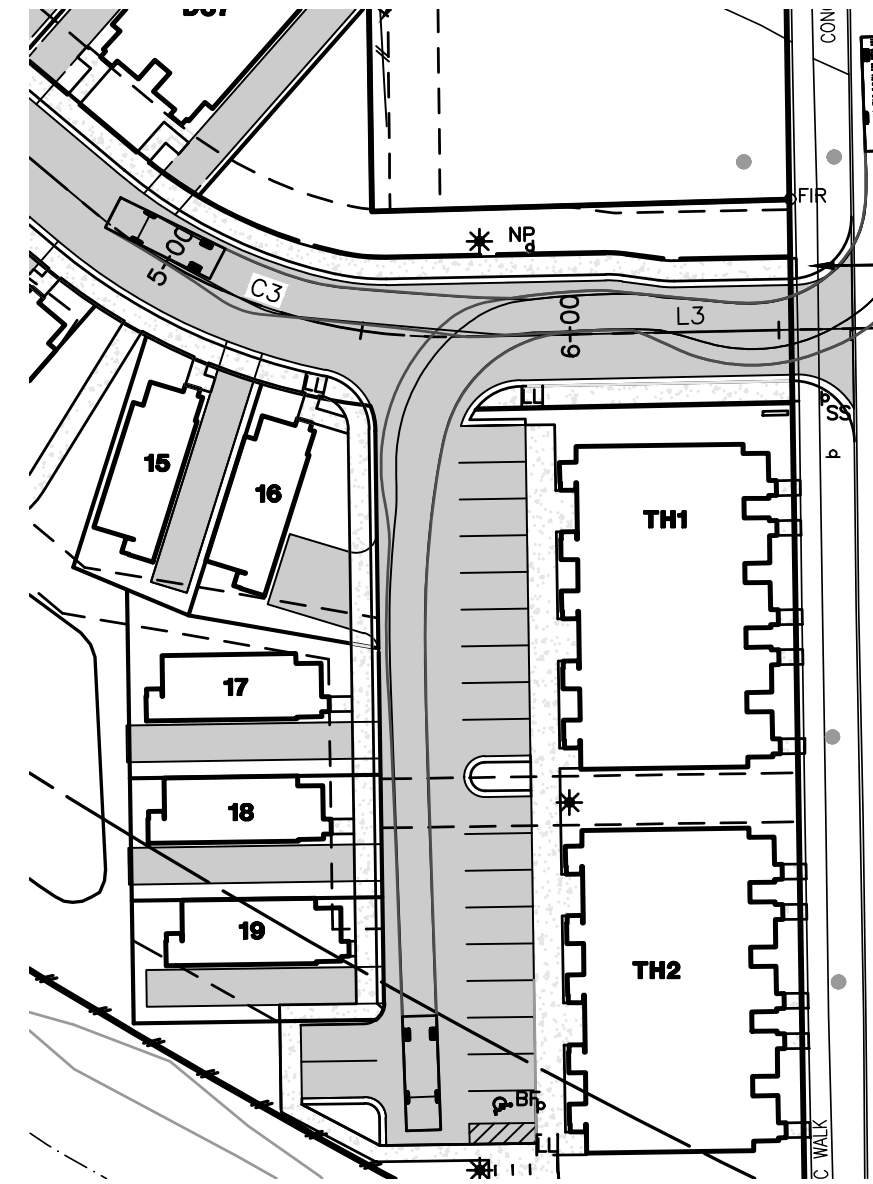
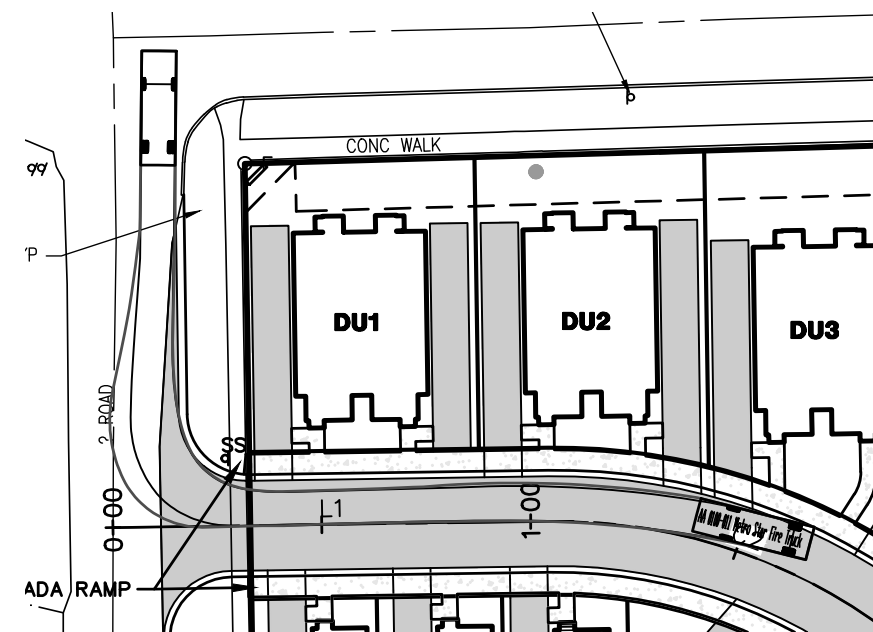
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PUD SITE PLAN
DEMOLITION PLAN

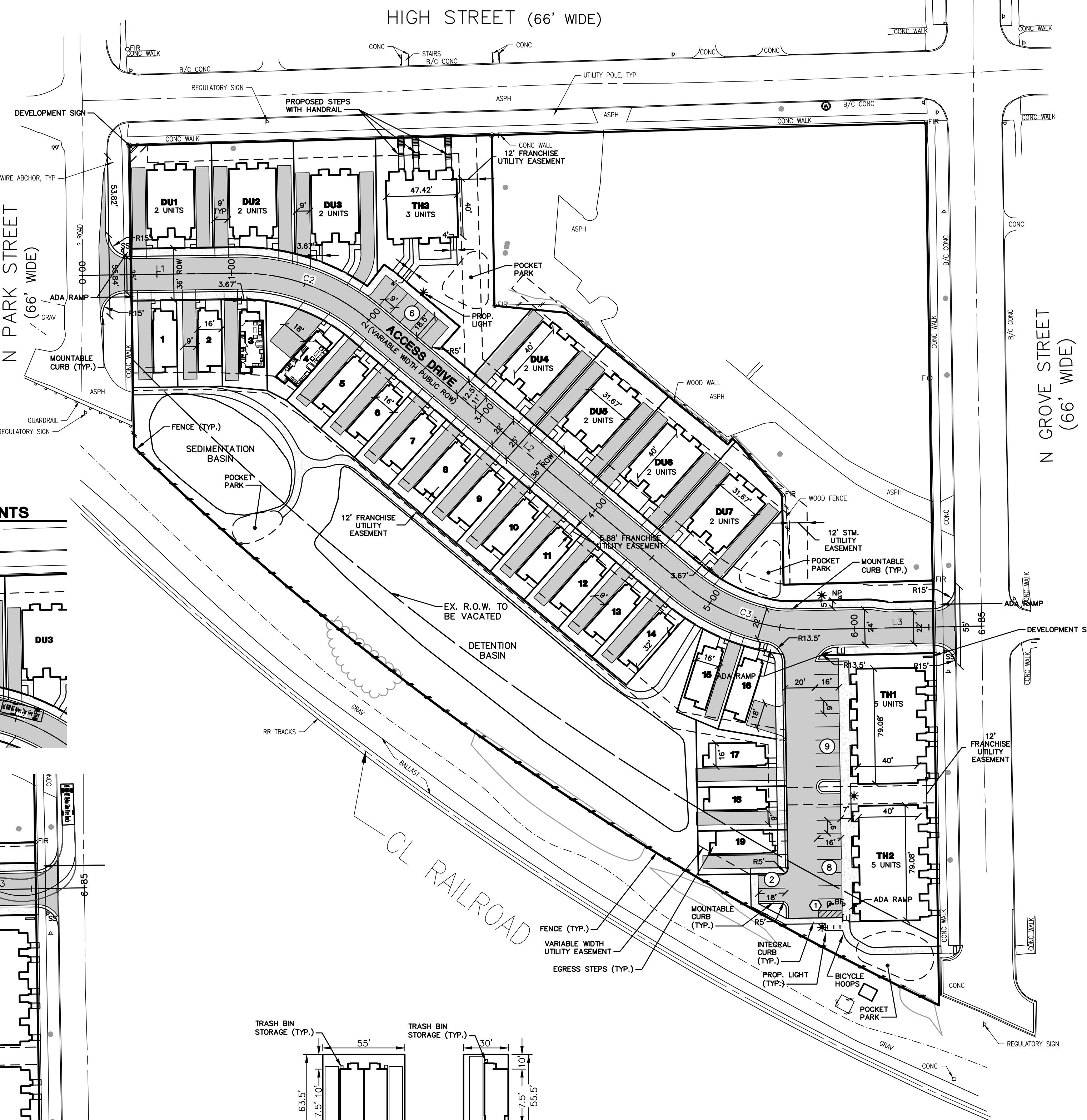
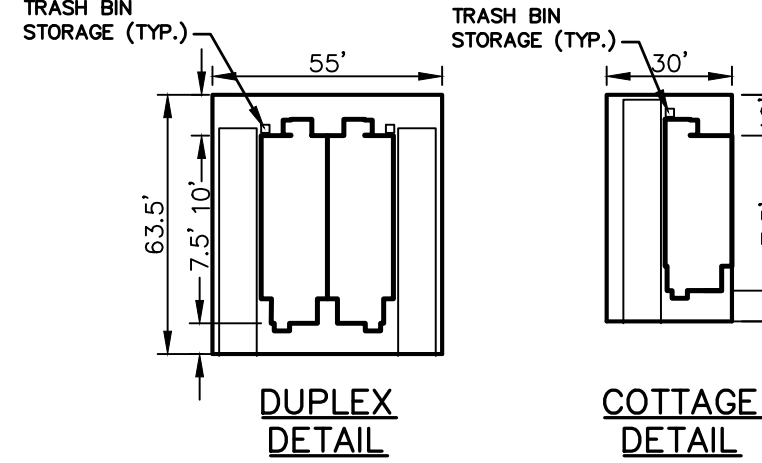
JOB No.	21264	REV. DATE	DATE:	03/18/22
REVISIONS:			SHEET	3 OF 15
PER MUNICIPAL COMMENTS		04/14/22	CADD:	KJB
PER MUNICIPAL COMMENTS		05/13/22	ENG:	JCA
			PWG:	KEB
			CONTRACTOR:	FZJZGARM1
			FEEDBACK:	FEA

M:\Civ\134\Proj\1264\Site Plan\21264SP1.dwg, 5/17/2022 9:33 AM, Tina R. Flynn-Mosworth, 4 SITE PLAN, MCLLC PDF, .pc3
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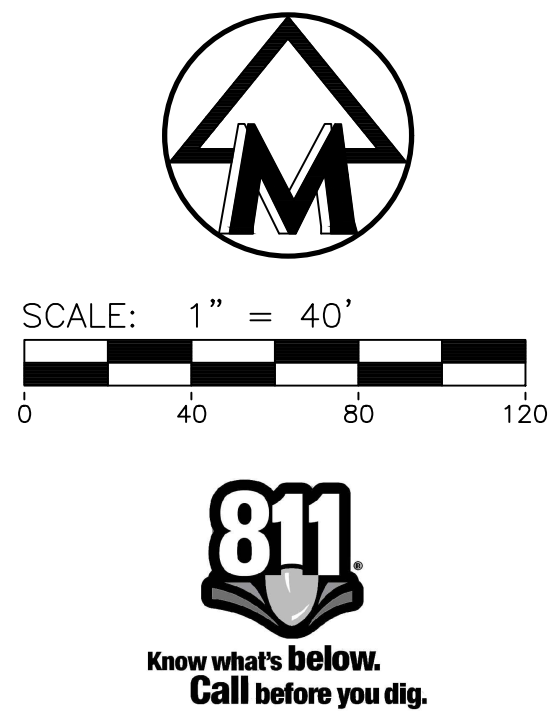
FIRETRUCK TURNING MOVEMENTS



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PUD/Site Condominium Jurisdictional Table	
Element	Jurisdiction
Cottage	Unit(lot), driveway, walk from porch to drive, mailbox
Duplex	Unit(lot), driveway, walk from porch to drive, mailbox
Town House	Unit(lot), driveway, walk from porch to drive, mailbox
Limited Common Element	wait to wall
General Common Element	parking area, sidewalk, congregate mailboxes, garbage, lighting
Open space	City of Ypsilanti
Right-of-Way (road, sidewalk, stormwater conveyance system)	City of Ypsilanti
Water and Sanitary System	YCUA
Stormwater Detention Pond	City of Ypsilanti (possible private maintenance)

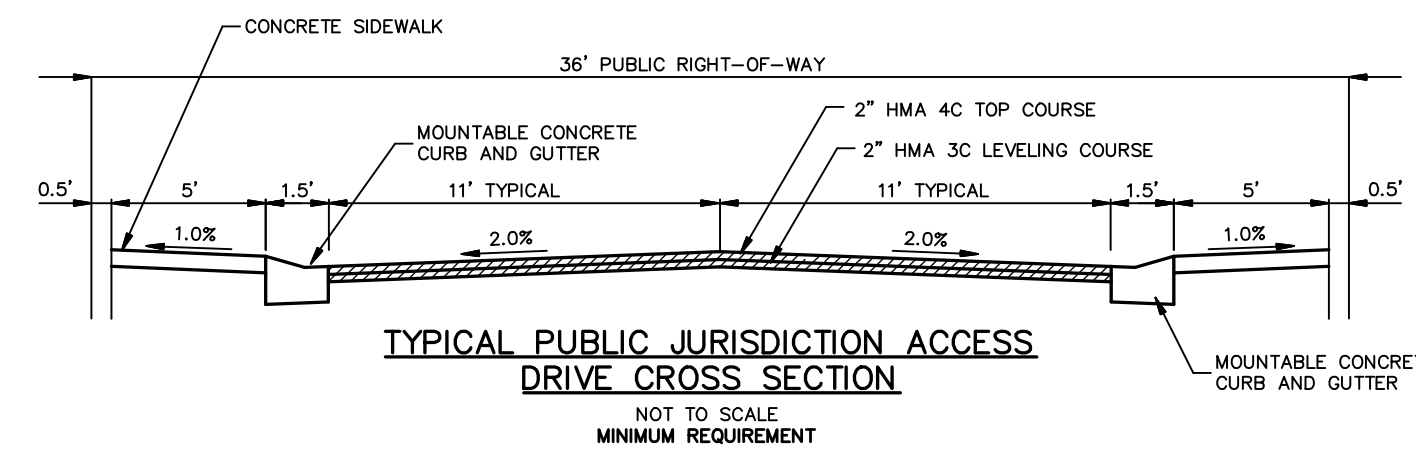


NOTES

- ON-SITE LIGHTING WILL BE PROVIDED BY BUILDING MOUNTED WALL-PACK UNITS. WALL-PACK UNIT MODEL/TYPE TO BE DESIGNATED BY ARCHITECT AND CONFORM WITH CITY ORDINANCE.
- PROPOSED PHASING: INFRASTRUCTURE - TWO PHASES UNITS - PHASED BASED ON MARKET CONDITIONS AND LENDING
- STANDARD SIZE PARKING SPACES WITH 2' OVERHANG AT TH1 AND TH2.
- COTTAGE SIDE SETBACK 0'-5' BASED ON WINDOW PLACEMENT.
- PHOTOMETRIC PLAN WILL BE PROVIDED DURING DETAILED ENGINEERING.
- UNIT 19 WILL HAVE A REDUCED PATIO SPECIFIED. THE HOMES WILL BE DESIGNED TO STAY OUT OF THE FRANCHISE UTILITY EASEMENTS.

LEGEND

- P SIGN
- MBF BARRIER FREE PARKING SIGN
- NWP NO PARKING SIGN
- PSS STOP SIGN
- FENCE
- PROP. CURB & GUTTER
- PROP. BITUMINOUS PAVEMENT
- PROP. CONCRETE PAVEMENT
- 1-19 COTTAGE UNIT NUMBER
- DU1 DUPLEX NUMBER
- TH1 TOWN HOUSE NUMBER
- # STANDARD PARKING COUNT
- ADA ACCESSIBLE PARKING COUNT
- * PROP. LIGHT POLE



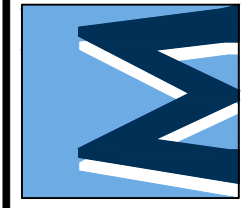
Line Table Alignments

Line #	Length	Direction
L1	104.414	N89° 09' 02.61"E
L2	278.907	S49° 20' 10.34"E
L3	112.927	N88° 47' 35.44"E

Curve Table Alignments

Curve #	Radius	Length	Chord Direction
C2	130.000	94.190	S70° 05' 33.86"E
C3	130.000	95.001	S70° 16' 17.45"E

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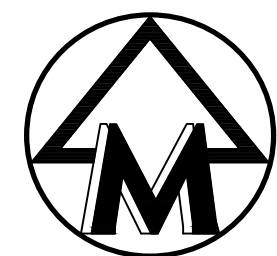
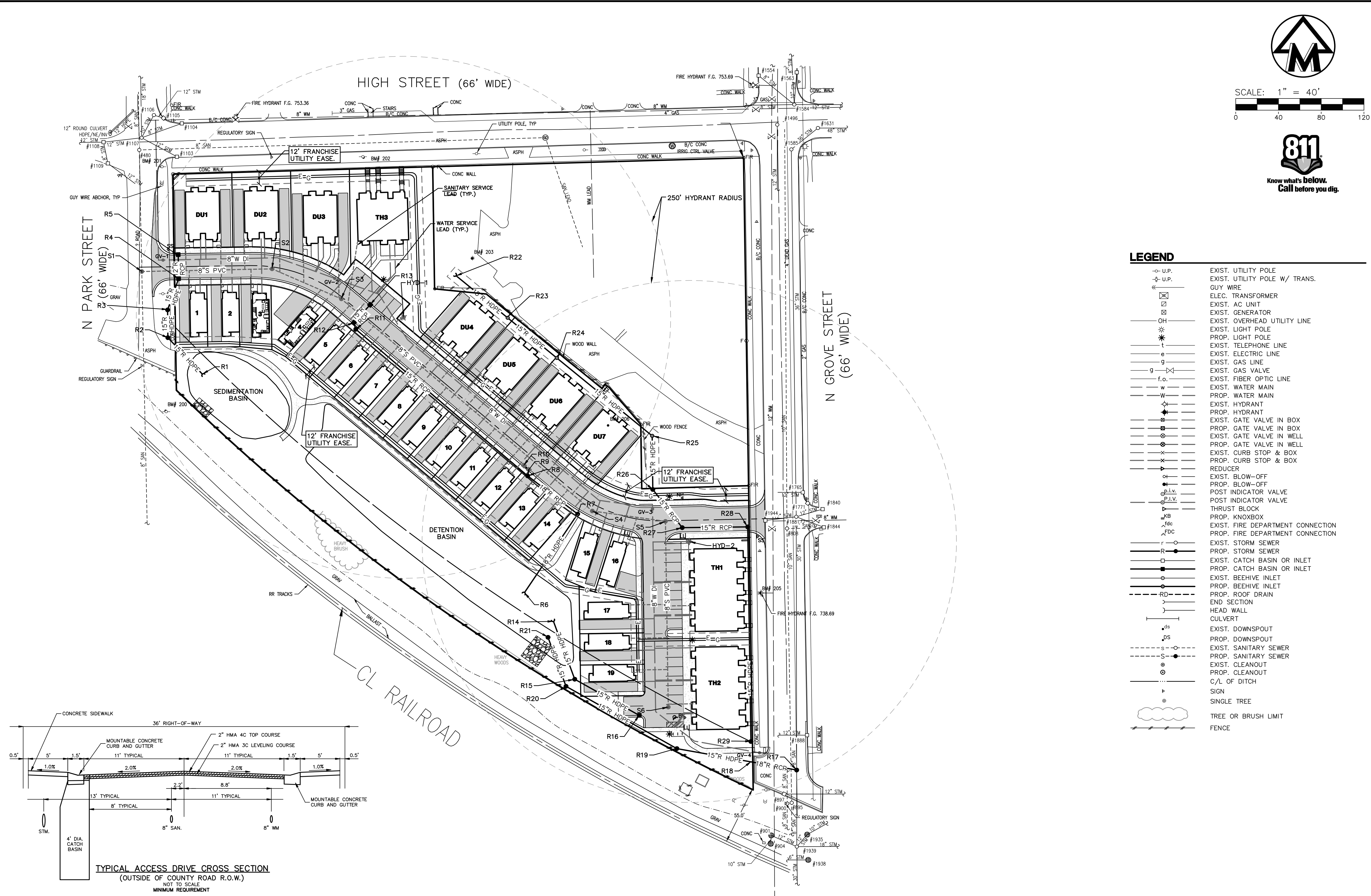
CLIENT
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220 N. PARK STREET PUD

4

JOB No.	21264
DATE	03/16/22
REV. DATE	04/14/22
REV. BY	CAJ/KJB
REV. DATE	05/13/22
REV. BY	CAJ/KJB
REV. DATE	05/13/22
REV. BY	CAJ/KJB
REV. DATE	05/13/22
REV. BY	CAJ/KJB

M:\Civ\134\Proj\131264\Site Plan\131264UP1.dwg, 5/17/2022 9:33 AM, Tina R. Fik-Moswerth, 5 OVERALL UTILITY PLAN, MCLC PDF #13
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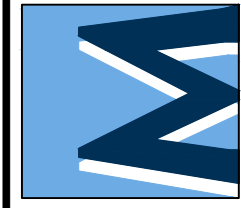
SCALE: 1" = 40'

0 40 80 120



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220 N. PARK STREET PUD
PUD SITE PLAN
OVERALL UTILITY PLAN

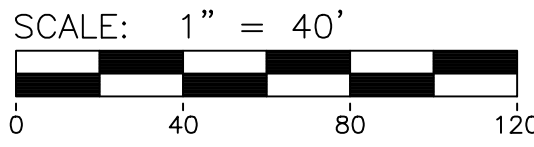
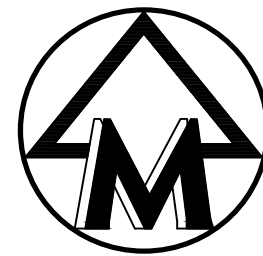
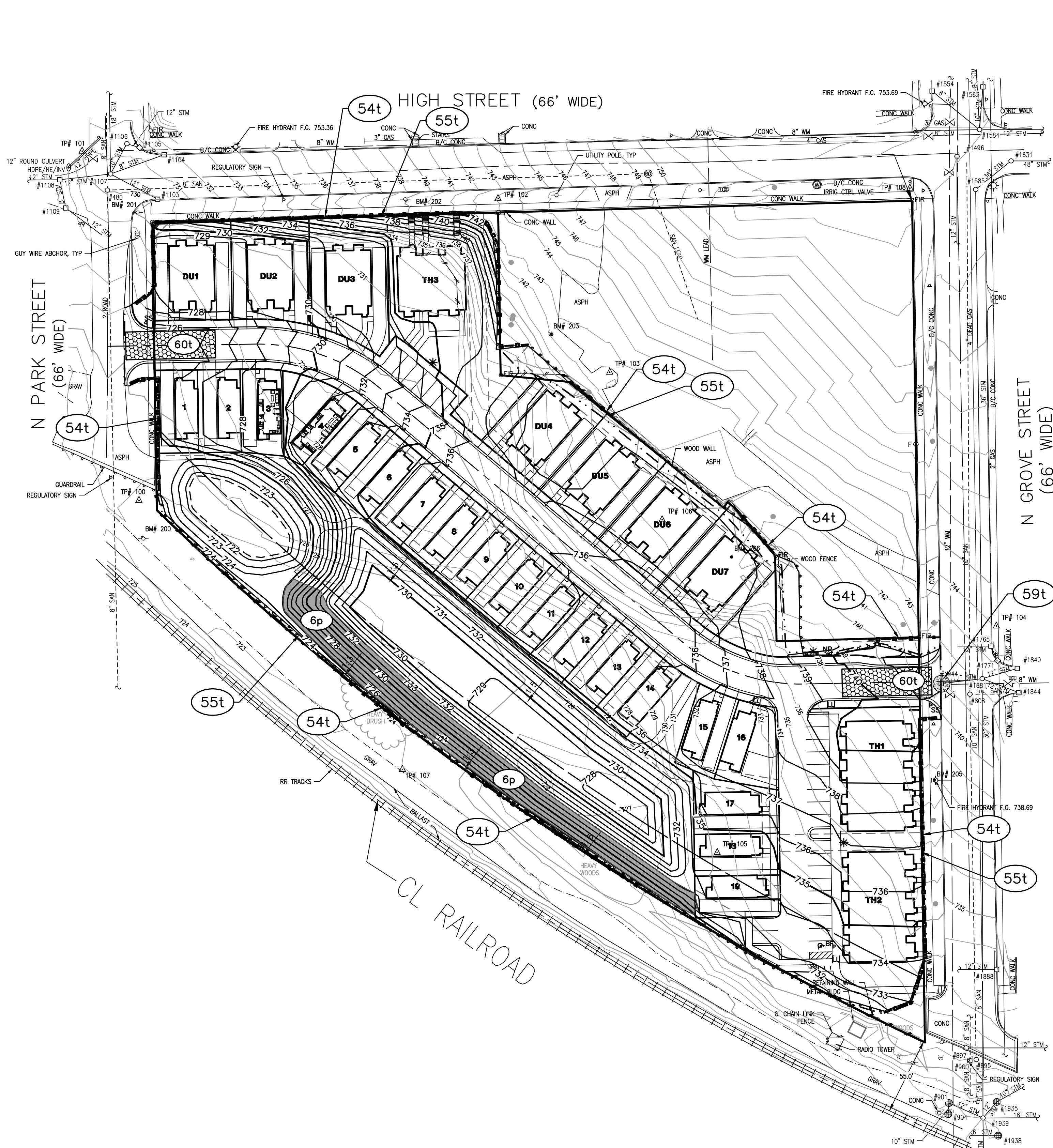
5

JOB No.	21264
DATE	3/16/22
SHEET	5 OF 15
REV. DATE	05/17/22
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REV. DESCRIPTION	REV. K&B
REV. DESCRIPTION	REV. K&B
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M:\Civ\134\Proj\131264\Site Plan\131264.dwg, 5/17/2022 9:33 AM, Title R, F:\meswerth, 6 GRADING PLAN, MCLLC Proj. #3
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LEGEND

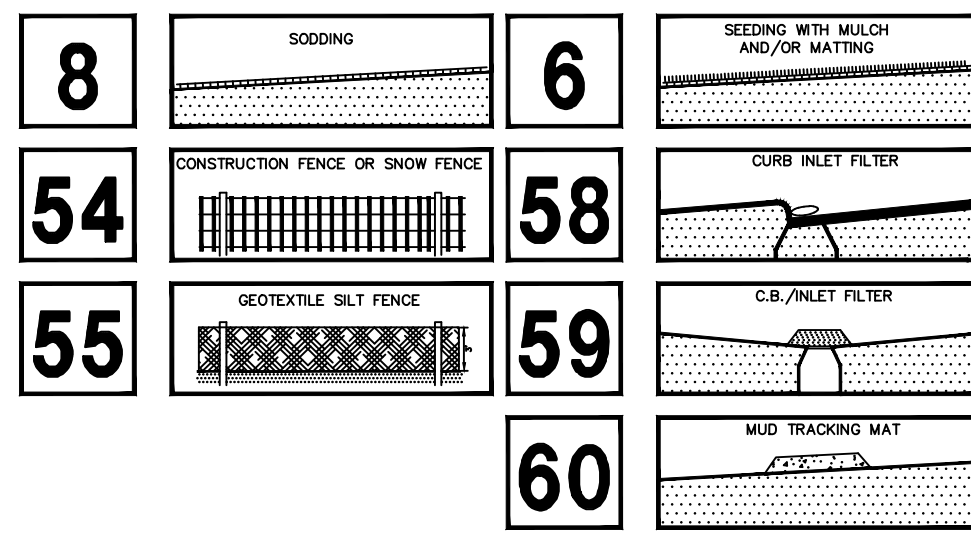
- 838 EXIST. CONTOUR
- 838 PROP. CONTOUR
- o- U.P.
- o- G.P.
- o- O.H. AT&T
- ☆ GAS
- GAS EXIST. GAS VALVE
- f.o. EXIST. FIBER OPTIC LINE
- WM EXIST. WATER MAIN
- EXIST. HYDRANT
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- EXIST. CURB STOP & BOX
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- EXIST. CATCH BASIN OR INLET
- EXIST. BEEHIVE INLET
- CULVERT EXIST. SANITARY SEWER
- EXIST. CLEANOUT
- C/L OF DITCH SIGN
- TELEPHONE RISER
- POST
- WELL
- FENCE
- GUARDRAIL
- SINGLE TREE
- TREE OR BRUSH LIMIT
- FOUND IRON PIPE
- CONTROL PT.
- LIMITS OF DISTURBANCE

SOIL EROSION AND SEDIMENTATION CONTROL NOTES

- ALL SOIL EROSION CONTROL MEASURES SHALL COMPLY WITH THE CITY OF YPSILANTI ORDINANCES, WASHTENAW COUNTY STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, AND STATE OF MICHIGAN "SOIL EROSION AND SEDIMENTATION CONTROL ACT" (ACT #347).
- PRIOR TO COMMENCING EARTHMOVING OPERATIONS, THE GRADING CONTRACTOR SHALL INSTALL THE MUD TRACKING MAT, THE SILT FENCE AND TEMPORARY INLET FILTER(S) SHOWN ON THE PLANS.
- ANY LAWN AREA WHICH WILL HAVE A SLOPE STEEPER THAN 6:1 (6 FT. MEASURED HORIZONTALLY AND 1 FT. MEASURED VERTICALLY) SHALL BE SODDED AND SEED OR SEED AND MULCHED USING A SOIL EROSION CONTROL FABRIC OR BLANKET. HYDROSEEDING MAY BE USED IN LIEU OF SEED AND MULCH OR SOD WHERE SLOPES ARE FLATTER THAN 6:1.
- THE ACTUAL LOCATION OF THE MUD TRACKING MATS MAY BE ADJUSTED BY THE CONTRACTOR TO MATCH CONTRACTOR'S OPERATIONS AND FIELD CONDITIONS BUT ONLY IF APPROVED BY THE ENGINEER.
- ALL DISTURBED AREAS, EVEN WHERE FUTURE PAVEMENT IS PROPOSED, ARE TO BE REVEGETATED PER COUNTY STANDARDS FOR TEMPORARY SEEDING.
- BOTH INTERNAL AND EXTERNAL STREETS WILL BE CLEANED OF ANY MUD IMMEDIATELY FOLLOWING EACH MUD TRACKING OCCURRENCE.
- ALL EXPOSED EARTH SHALL BE STABILIZED WITH SEED AND MULCH WITHIN 5 DAYS OF FINAL GRADE. SEDIMENT BASINS SHALL BE STABILIZED WITH SEED AND STRAW MULCH BLANKETS. STRAW MULCH BLANKETS SHALL BE STAKED INTO THE GROUND 5 DAYS AFTER THE CONSTRUCTION OF THE SEDIMENT BASIN.
- DRAINAGE FROM NEW IMPERVIOUS AREA IS TO BE DIRECTED TO THE ON-SITE STORM WATER MANAGEMENT SYSTEM.
- DITCHES, SWALES, AND OTHER AREAS THAT WILL CHANNEL CONCENTRATED RUNOFF MUST BE STABILIZED WITHIN 15 DAYS OF CONSTRUCTION.
- AREAS OF EARTH CHANGE THAT ARE DISTURBED BEYOND THE FALL SEEDING DEADLINE (NOV. 1) MUST BE TEMPORARILY STABILIZED WITH A MINIMUM OF STRAW MULCH SECURELY CRIMPED TO THE GROUND.

SOIL EROSION CONTROL MEASURES

t = temporary p = permanent



MAINTENANCE REQUIREMENTS

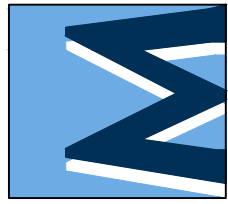
- ALL SILT FENCE SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. IF AT ANY TIME THE DEPTH OF SILT AND SEDIMENT COMES TO WITHIN 12" OF THE TOP OF ANY SILT FENCE, ALL SILT AND SEDIMENT SHALL BE REMOVED TO ORIGINAL GRADE.
- ONLY UPON STABILIZATION OF ALL DISTURBED AREAS MAY THE SILT FENCE, AND TEMPORARY GRAVEL FILTERS BE REMOVED. ALSO, ALL STORM SEWERS MUST BE CLEANED OF ALL SEDIMENT.

PERMANENT MAINTENANCE TASKS AND SCHEDULE

	Components						
	Pavement	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet Castings	Swales/Ditches	Outflow Control Structure	Retention Area
Inspect for sediment accumulation	X	X	X	X	X	X	annually
Removal of sediment accumulation		X	X	X	X	X	every 2 years, as needed
Inspect for floatables and debris		X	X	X	X	X	annually
Cleaning of floatables and debris		X	X	X	X	X	annually, as needed
Inspection for erosion					X		annually
Re-establish permanent vegetation on eroded slopes					X		as needed
Clean pavement	X						semi-annually

CONSTRUCTION SEQUENCE	OPERATION TIME SCHEDULE - BEGINNING JUNE 2022											
	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
INSTALL AND MAINTAIN SOIL EROSION CONTROL MEASURES AS REQUIRED												
STRIP AND MASS GRADE SITE												
INSTALL UTILITIES												
PAVING OPERATIONS												
SEEDING AND PLANTINGS												
CLEANUP SITE												

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6

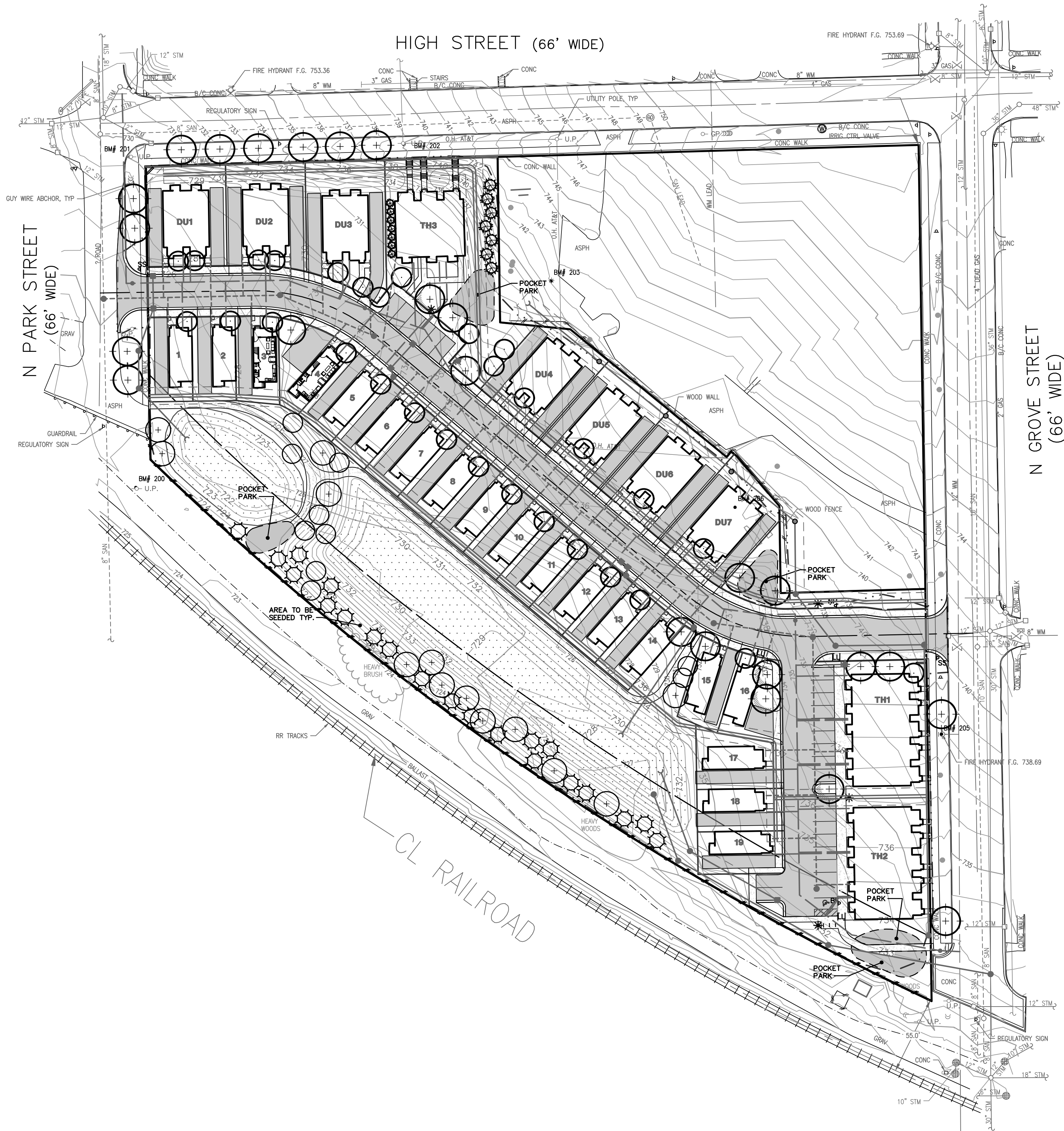
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REV. DATE: 04/14/22
CAUS: KJB
05/17/22
REV. DATE: 05/17/22
CAUS: KJB
TECH: 264GPT
264GPT

RENOVARE YPSILANTI HOMES, LLC
42 WATSON STREET, SUITE B
DETROIT, MICHIGAN 48201
Land Development • Land Survey • Institutional • Municipal
Wireless Communications • Transportation • Landfill Services

PUD SITE PLAN
GRADING PLAN

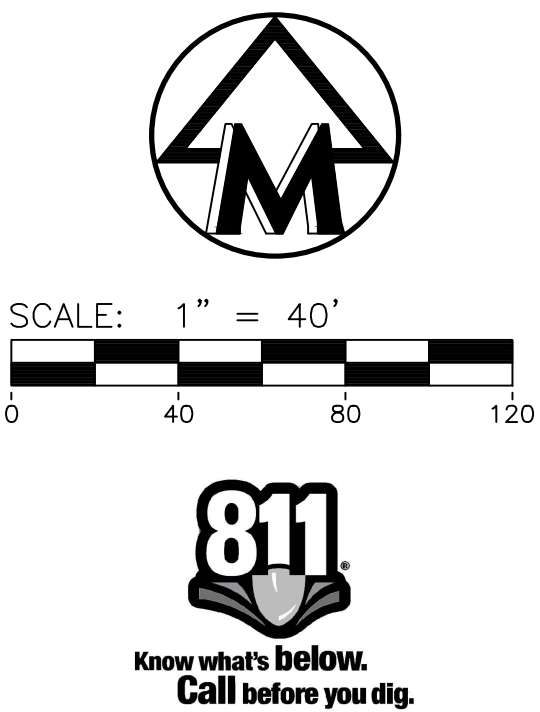
M:\Civ\13d\Proj\13264\Site Plan\13264LPT.dwg, 5/17/2022 9:34 AM, Title R, F:\Midwestern, 8 LANDSCAPE PLAN, MCLLC PDF p23
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LANDSCAPE LEGEND

- TREE OR BRUSH LIMIT
- PROPOSED STREET TREE
- PROPOSED COLUMNAR STREET TREE
- PROPOSED PARKING ISLAND TREE
- PROPOSED SCREENING EVERGREEN TREE
- PROPOSED SITE LANDSCAPING CANOPY TREE
- PROPOSED SITE LANDSCAPING ORNAMENTAL TREE
- PROPOSED SITE LANDSCAPING EVERGREEN TREE
- DETENTION BASIN SEED MIX
- PARK AREA TBD



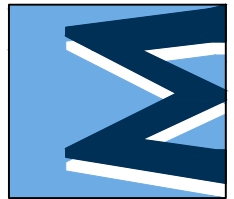
LANDSCAPE REQUIREMENTS

LANDSCAPE REQUIREMENT	REQUIRED	PROPOSED
Overall site landscaping	10 % of the site = 16,553 sf req.	12 % = 21,516 sf provided
Tree Mitigation	None found; credits for existing to remain	NA
Front Greenbelt	Front yard and street side yards, 1 tree per 30f, no evergreens, 10ft width	12 trees provided, use of 2 existing trees, waiver requested for 11 trees due to lack of available planting area and existing utility conflicts
Conflicting land use buffer	When 3rd building abuts equal or lesser duadjacent to CN-SF = screening wall, fence, or landscape - 80% opaque min.; staggered evergreen trees/shrubbery for 80% opacity	TH3 only: 7 evergreen trees proposed to East, 7 evergreen trees to West
Parking Lot	Interior islands 160sf min.; 9ft wide min. with pathway - 11ft wide, 9ft walk, 3ft landscape both sides	NA for NW parking area with 6 spaces; 1 required for SE parking area - one 96sf island provided - departure requested
Interior island trees	1 tree per 8 parking spaces	1 provided for NW parking area; 3 provided for SE parking area
Perimeter	Screening along CN-SF (see CLU section); screening along ROW - solid wall or vegetation 3ft ht min, 4ft ht max, 80% opacity	NA
Foundation landscaping	Not applicable	NA
Street trees	1 tree per 30f frontage	NA
Proposed Street	600 If frontage / 30 = 20 (x 2 for both sides) = 40 trees total	40 trees provided, some on unit (lot) due to utility or easement conflicts
Outdoor equipment	Outdoor refuse Not in front yard, adequate vehicular access, screened with enclosure 6ft ht	Individual roll out, storage at rear of unit
Fence Regulations:	Front Yard: no more than 6' ht and 50% opacity	NA
	Side, street side, rear yards: 10ft ht max,	NA

PLANT PALETTE

Symbol	Botanical Name	Common Name	Size	Cont	Notes
Street Trees					
AR	Acer rubrum 'Autumn Blaze'	Autumn Blaze Red Maple	2.5" cal	B&B	
CC	Cercis canadensis	Redbud	2.5" cal	B&B	
LS	Liquidambar styraciflua 'Slender Silhouette'	Slender Silhouette Sweetgum	2.5" cal	B&B	Columnar
PC	Pyrus calleryana 'Redspire'	Redspire Pear	2.5" cal	B&B	
QR	Quercus robur x alba 'Crimschmidt'	Crimson Spire Oak	2.5" cal	B&B	Columnar
SR	Syringa reticulata	Japanese Lilac Tree	2.5" cal	B&B	Columnar
TA	Tilia americana 'Redmond'	Redmond Linden	2.5" cal	B&B	
Parking Island Trees					
AR	Acer rubrum 'Autumn Blaze'	Autumn Blaze Red Maple	2.5" cal	B&B	
SR	Syringa reticulata	Japanese Lilac Tree	2.5" cal	B&B	
Land Use Screening					
PG	Picea glauca 'Densata'	Black Hills Spruce	6' hgt	B&B	
TS	Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae	4' hgt	B&B	
Open Space / Park Plants					
PG	Picea glauca 'Densata'	Black Hills Spruce	6' hgt	B&B	
IV	Itea virginica	Little Henry Sweetspire	36" hgt	B&B	
BX	Aronia arbutifolia	Red chokeberry	No. 3	Cont.	
AC	Amelanchier canadensis	Serviceberry	2.5" cal	B&B	
CC	Cercis canadensis	Redbud	2.5" cal	B&B	
PO	Physocarpus opulifolius	Common Ninebark	36" hgt	B&B	
TS	Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae	4' hgt	B&B	
Entrance / Park Plants					
CA	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Grass	No. 3	Cont.	
SS	Schizachyrium scoparium	Little Bluestem	No. 3	Cont.	
HS	Hemerocallis stella d'oro	Stell D'Oro Daylily	No. 3	Cont.	
GR	Geranium 'Rozanne'	Rozanne Geranium	No. 3	Cont.	
TOTAL					

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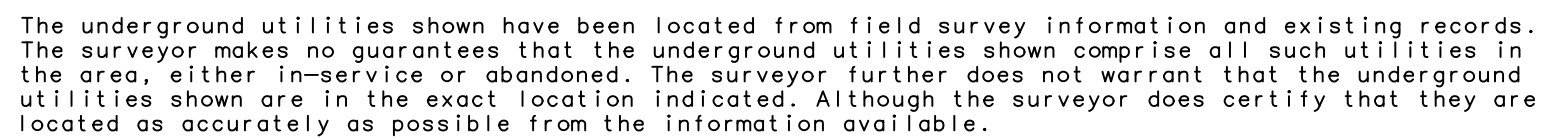


CLIENT
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42 WATSON STREET, SUITE B
DETROIT, MICHIGAN 48201

220 N. PARK STREET PUD
PUD SITE PLAN
LANDSCAPE PLAN

88

JOB No.	21264	DATE	05/16/22	SHEET	8 OF 15
REVISIONS:	REV. DATE	05/17/22	CAUS: KJB		
PEER MUNICIPAL COMMENTS		05/17/22	ENR: KJB		
PEER MUNICIPAL COMMENTS			TECH: KJB		
			21264-LT		



SCALE: 1" = 40'

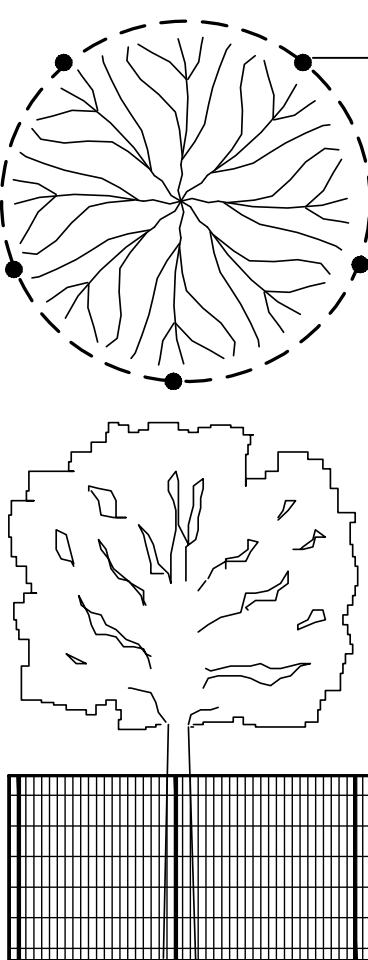
A horizontal scale bar with alternating black and white segments. Below the bar are numerical markings at 0, 40, 80, and 120.



Know what's below.
Call before you dig

 TREE PROTECTION FENCE
 EXISTING TREE TO REMAIN
 TREE OR BRUSH LIMIT

1. PAVING OR OTHER IMPERVIOUS SITE IMPROVEMENTS SHALL NOT ENCROACH UPON THE DRIP LINE OF EXISTING TREE(S) TO BE PRESERVED UNLESS INDICATED ON THE TREE PRESERVATION PLAN.
2. OR OTHER EQUIPMENT SHALL NOT BE PLACED OR EQUIPMENT MAY BE PARKED OR STORED WITHIN THE DRIFLINE OF ANY PLANT MATERIAL INTENDED TO BE SAVED.
3. ALL TREES WHICH ARE TO REMAIN ON SITE SHALL BE PROTECTED WITH A TREE PROTECTION FENCING OF THE FOLLOWING DETAIL:
4. PRIOR TO THE PRE-CONSTRUCTION MEETING OR OBTAINING A GRADING PERMIT, ALL TREE MARKINGS AND PROTECTIVE FENCING SHALL BE INSTALLED BY THE OWNER.
5. NO EQUIPMENT SHALL BE CLEANED, OR HARMFUL LIQUIDS DEPOSITED WITHIN THE LIMITS OF THE ROOT ZONE OF TREES WHICH REMAIN ON SITE.
6. NO SIGNS, WIRES, OR OTHER ATTACHMENTS SHALL BE ATTACHED TO ANY TREE TO REMAIN ON SITE.
7. GRADE CHANGES IN EXCESS OF 3 INCHES (CUT OR FILL) SHALL NOT BE ALLOWED WITHIN A ROOT ZONE, UNLESS ADEQUATE TREE PRESERVATION METHODS ARE APPROVED BY THE CITY.
8. NO TRENCING SHALL BE ALLOWED WITHIN THE DRIP-LINE OF A TREE, UNLESS APPROVED BY THE CITY.
9. TREES NOT TO BE REMOVED FOR A SPECIFIC USE BY THE OWNER SHALL BE CHIPPED AND USED FOR MULCH ON SITE, OR HAULED OFF-SITE.
10. ALL TREE MAINTENANCE TECHNIQUES SHALL BE IN CONFORMANCE WITH AMERICAN NATIONAL STANDARDS FOR TREE CARE OPERATIONS, ANSI A300 IDENTIFYING AND IDENTIFYING AND IDENTIFYING AND IDENTIFYING AND IDENTIFYING TECHNIQUES ARE STRICTLY PROHIBITED.



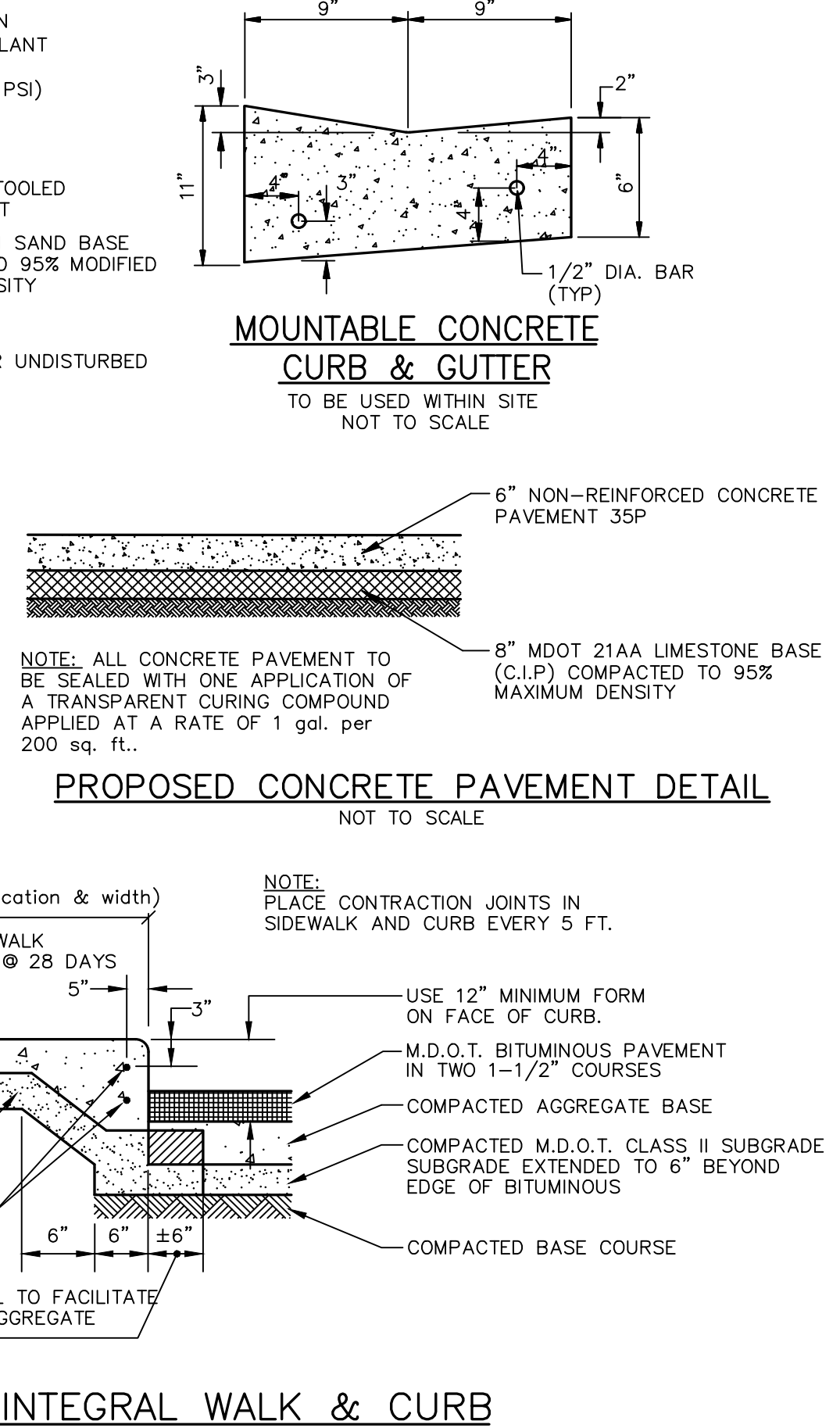
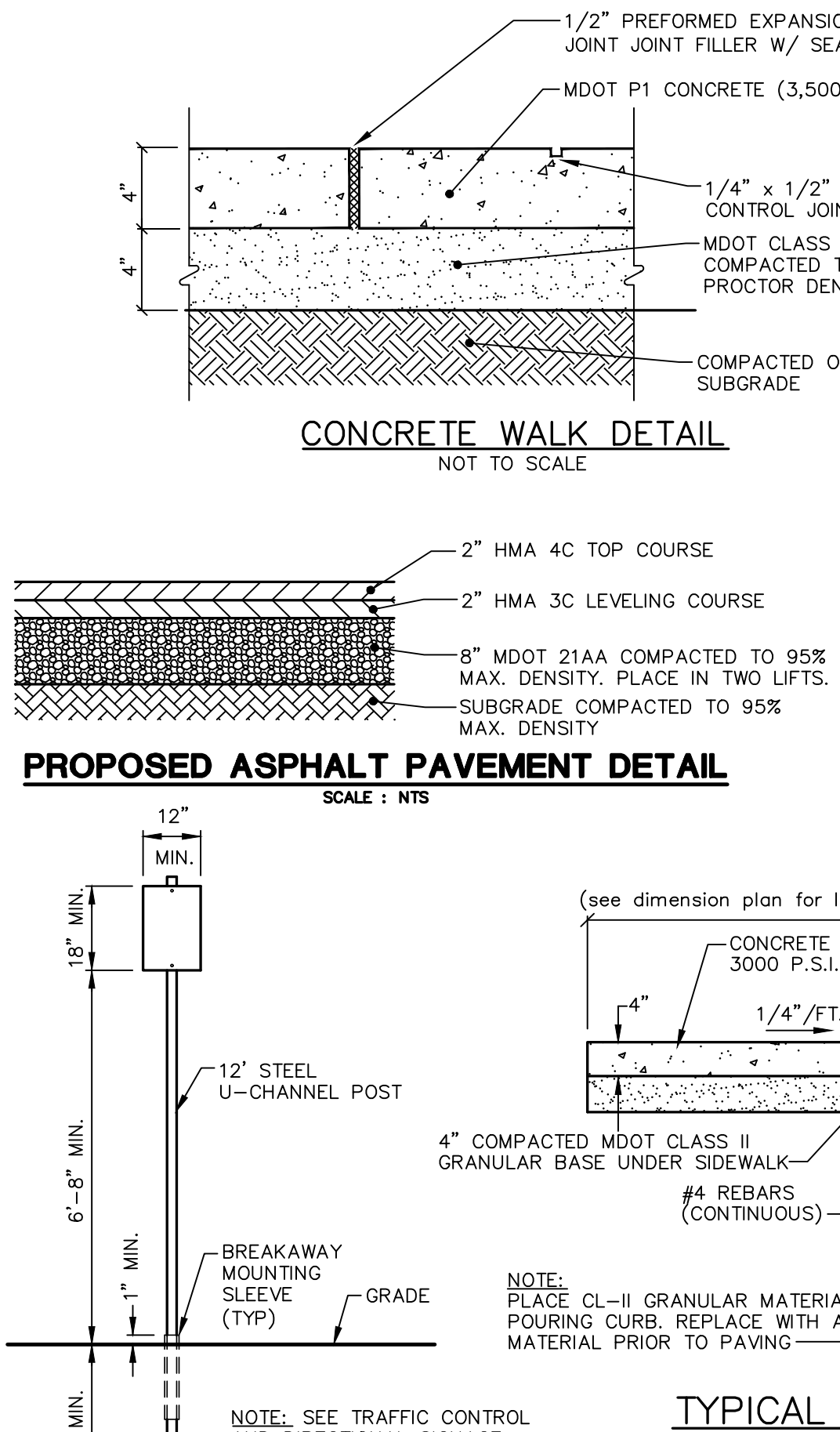
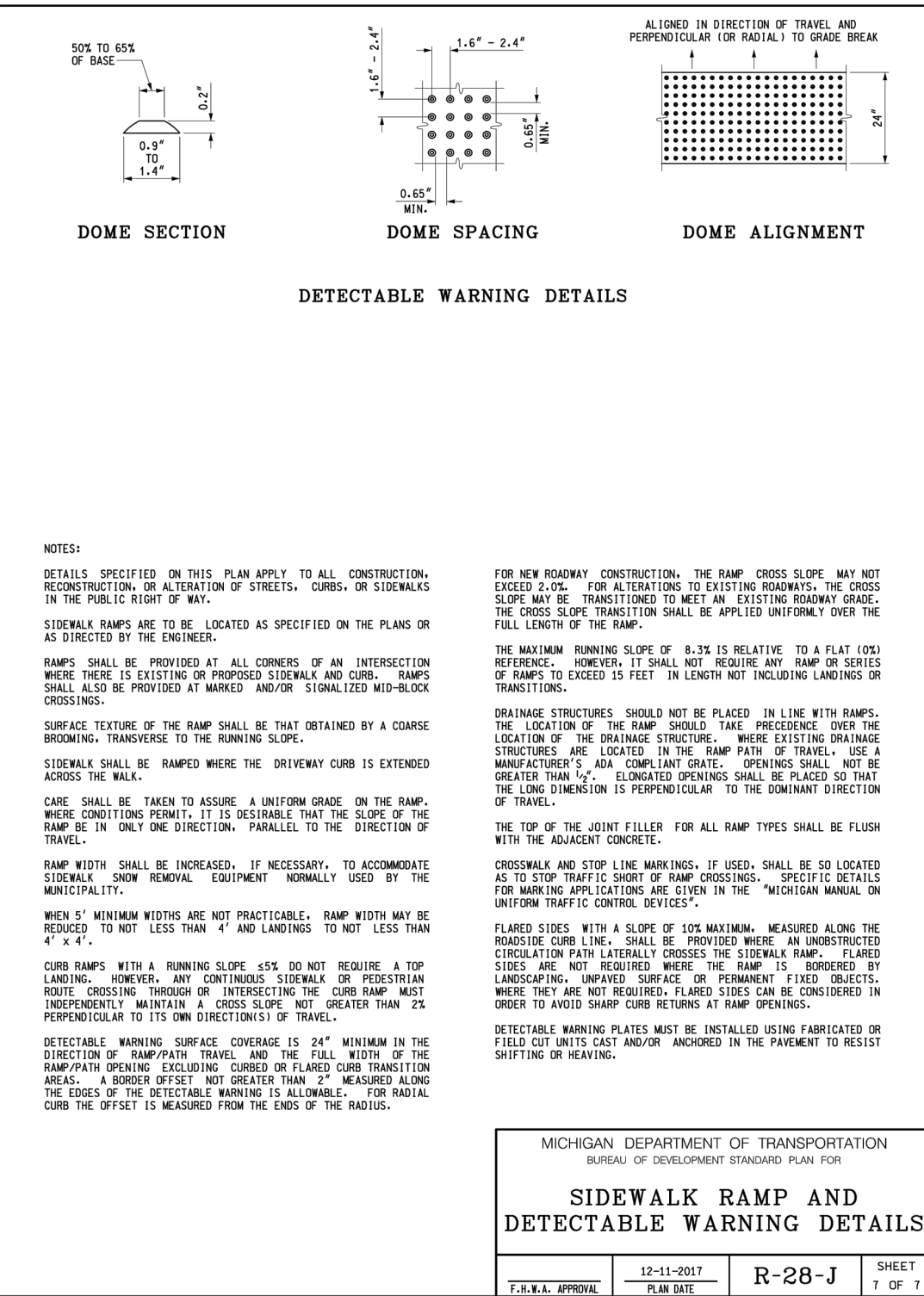
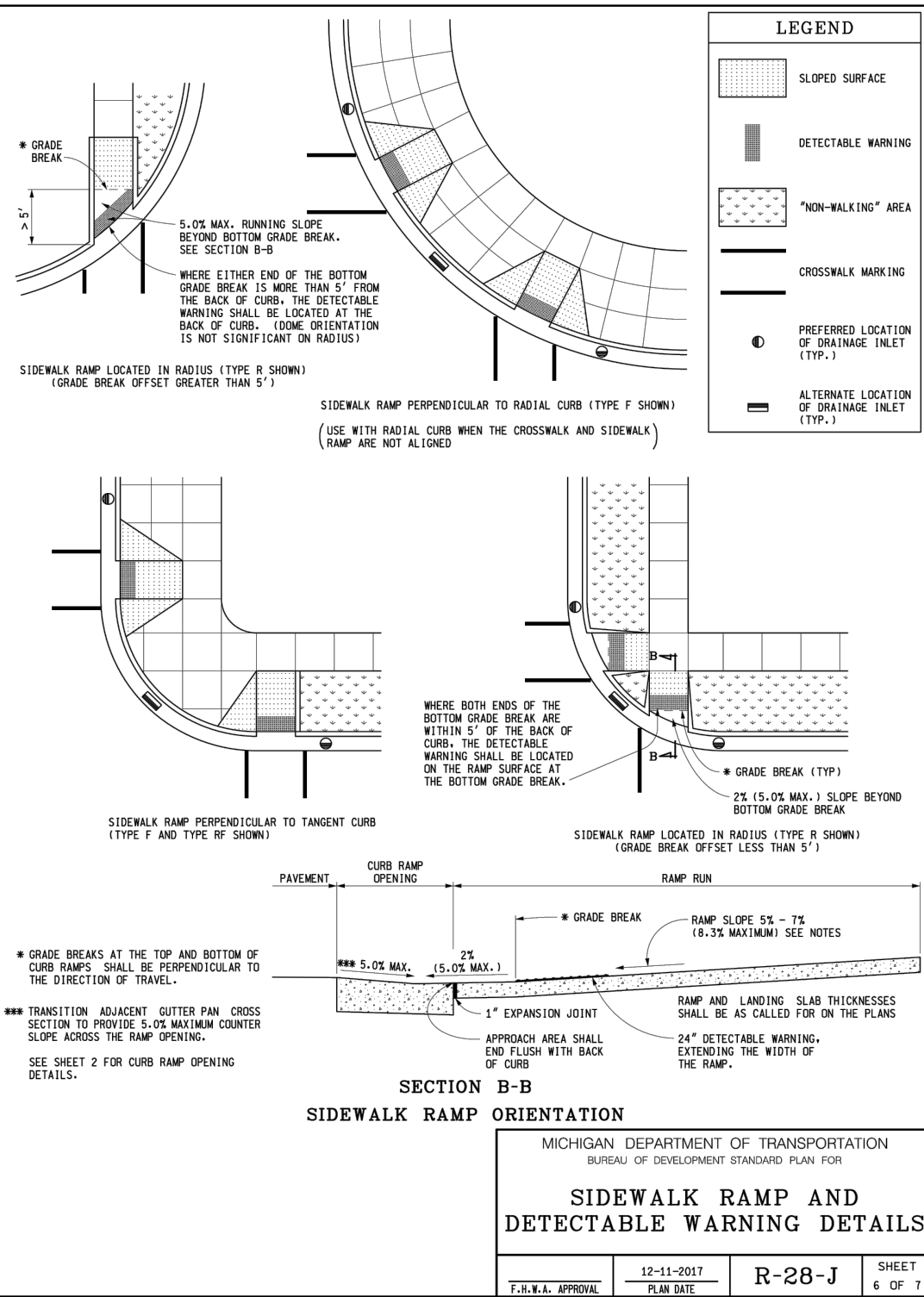
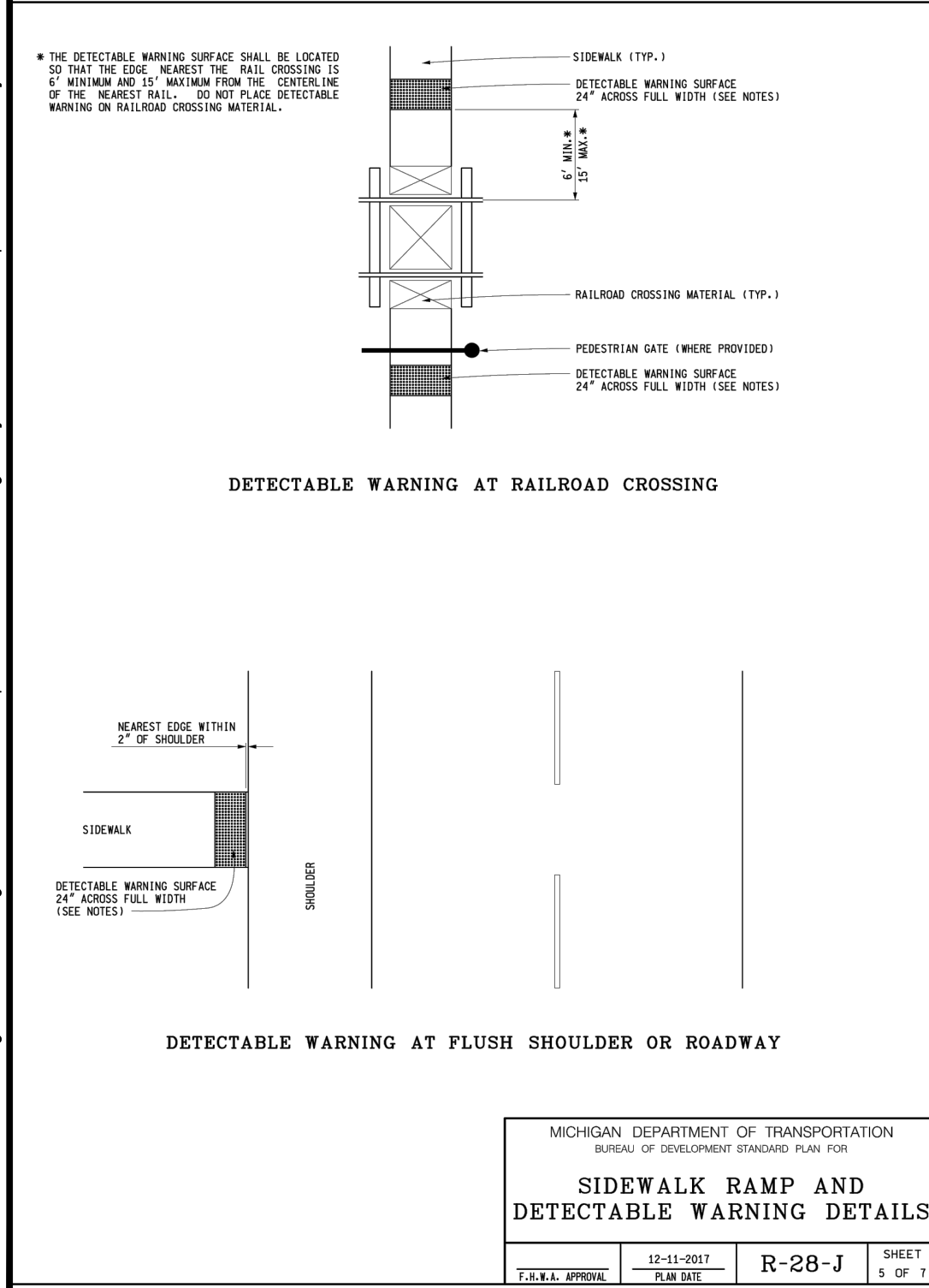
PLAN

- STANDARD STEEL OR WOODEN FENCE POST, POST AT 10' O.C. (MAX)
- STANDARD 48" HIGH SNOW FENCE OR ORANGE PLASTIC FENCE

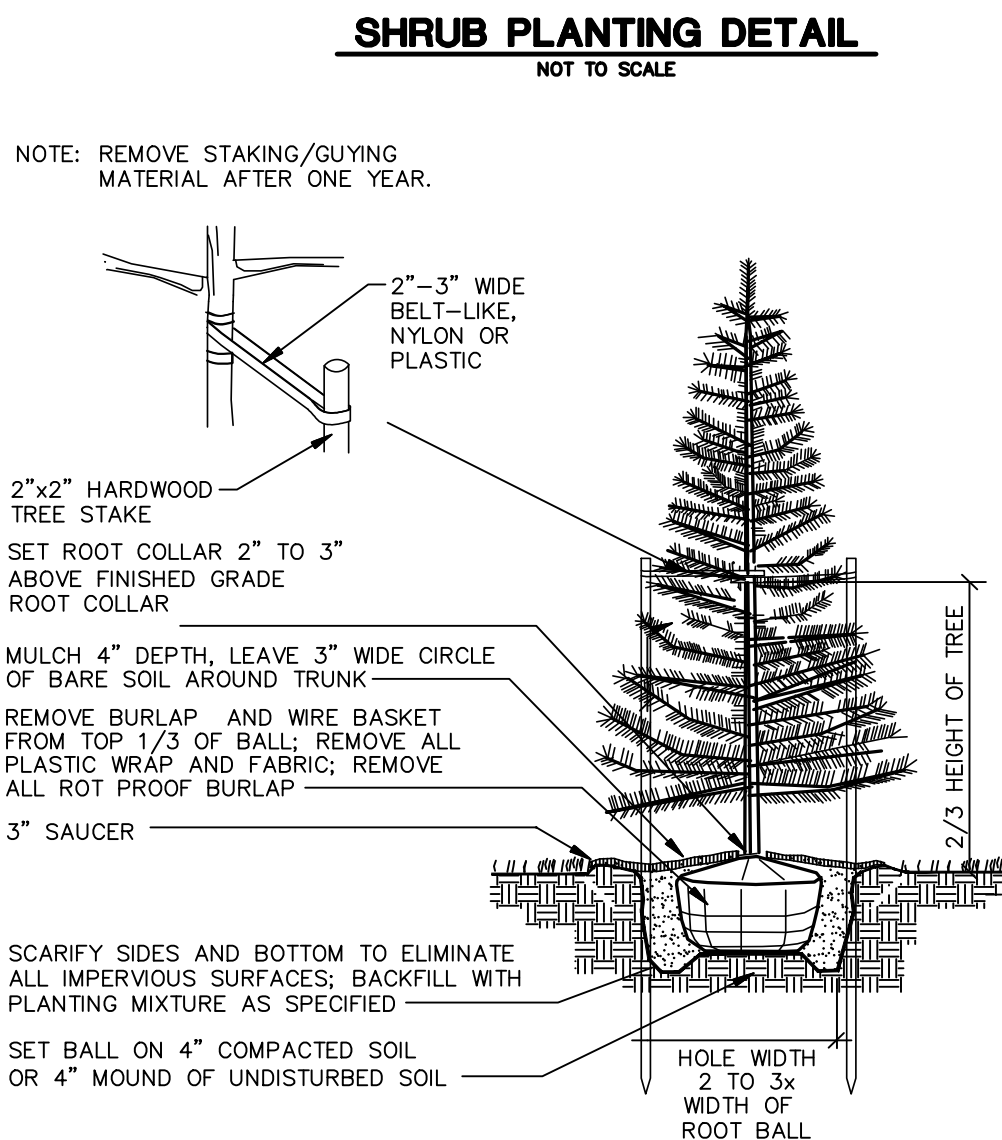
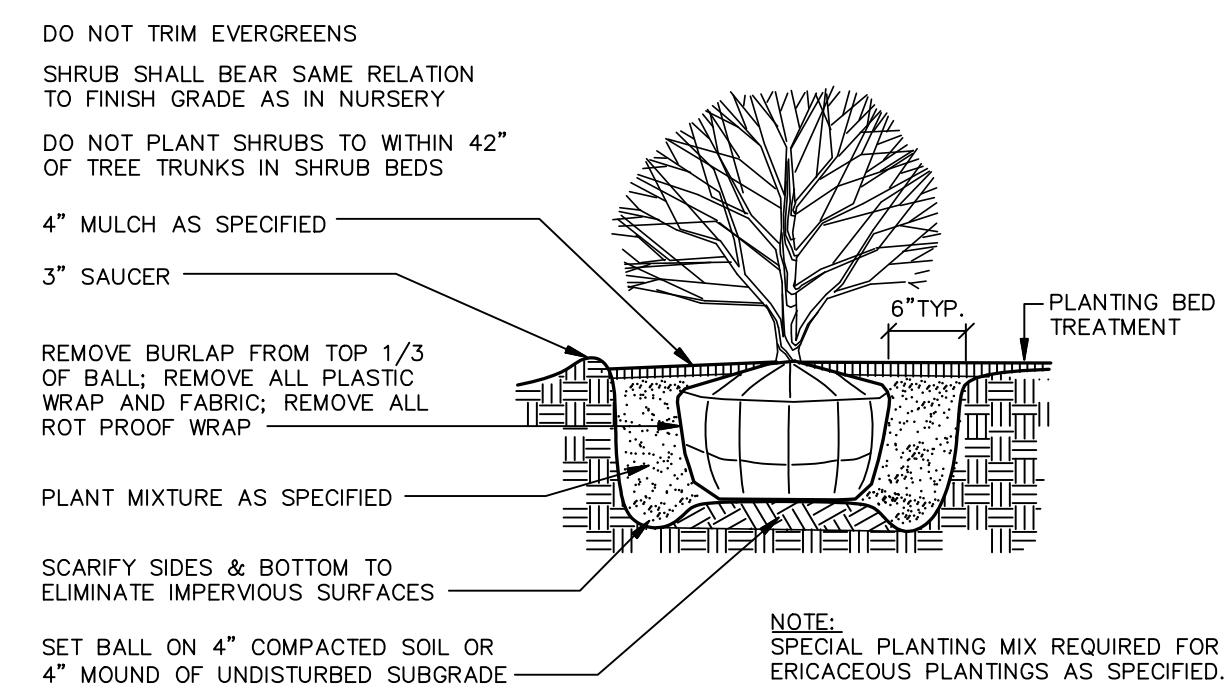
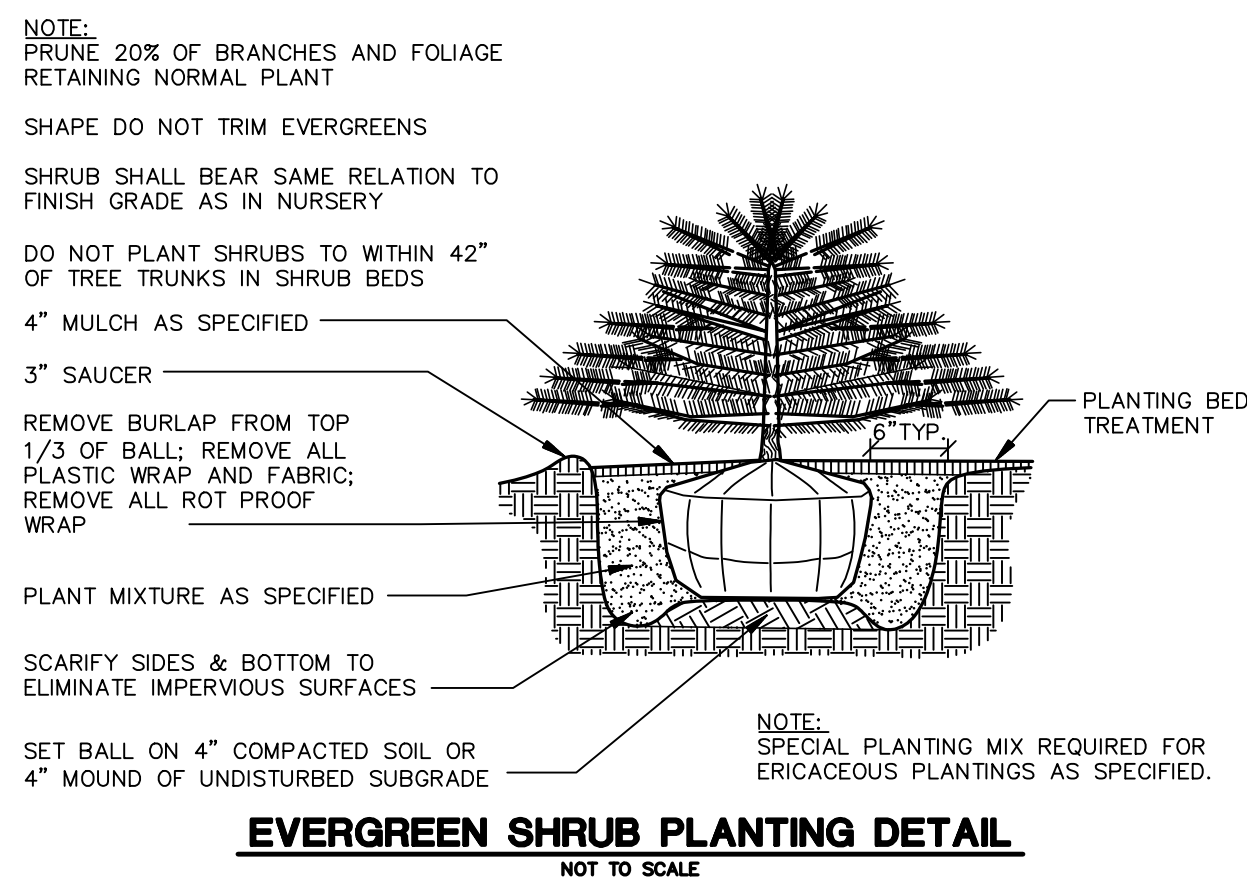
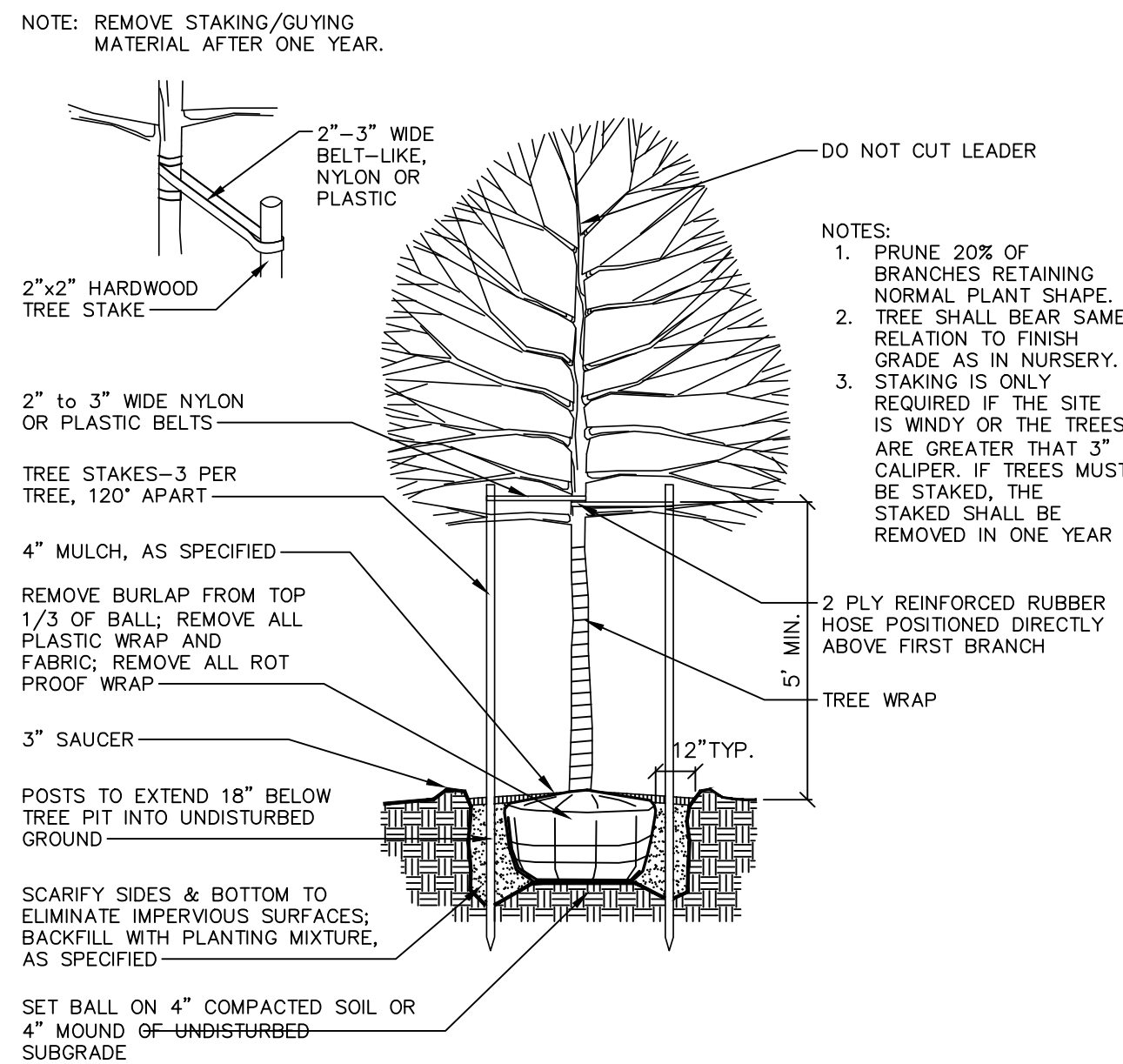
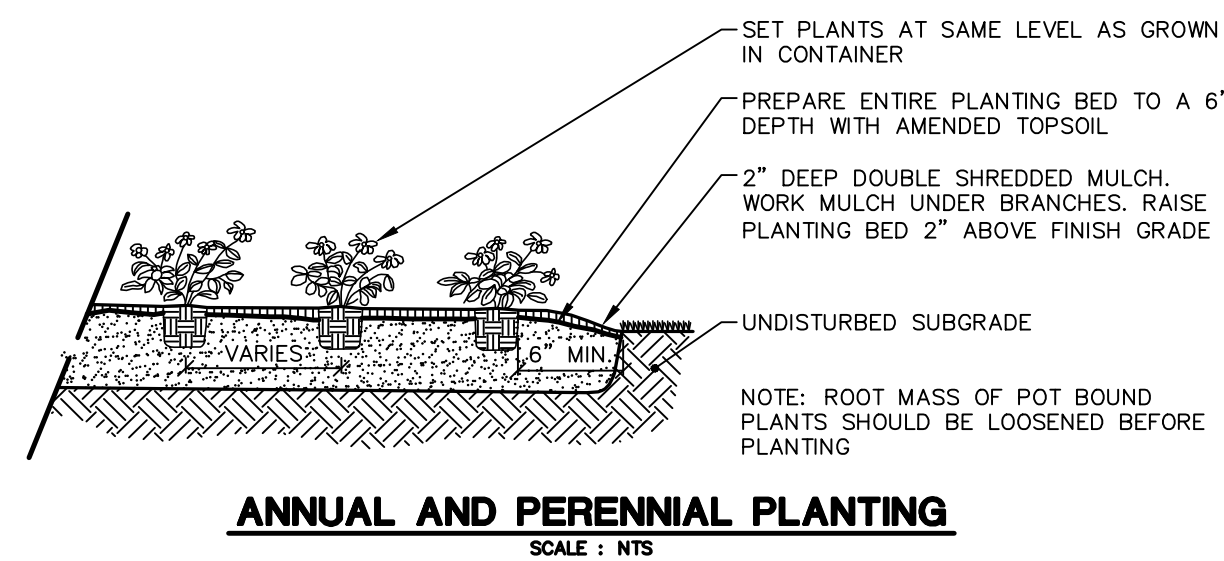
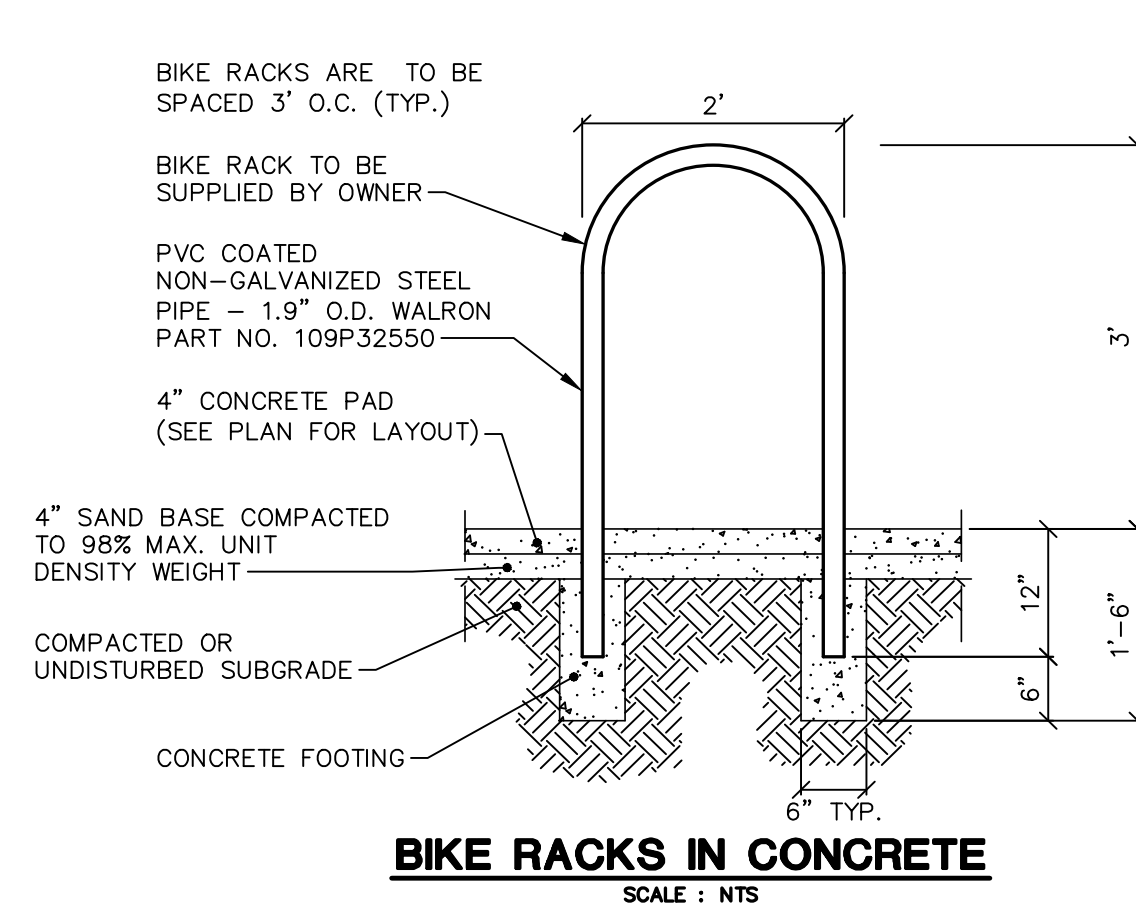
ELEVATION
SNOW FENCE SHALL BE LOCATED AT THE OUTER PERIMETER OF THE SPREAD OF THE BRANCHES, OR CLOSER ONLY AT THE DIRECTION OF THE ENGINEER.

TREE PROTECTION DETAIL (54t)
NOT TO SCALE

JOB No. 21264		DATE: 03/16/22		220 N. PARK STREET PUD		CLIENT RENOVAR YPSILANTI HOMES, LLC 42 WATSON STREET, SUITE B DETROIT, MICHIGAN 48201	 MIDWESTERN CONSULTING 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services
REVISIONS:		REV. DATE		SHEET 9 OF 15			
PER MUNICIPAL COMMENTS		04/14/22		04/14/22			
PER MUNICIPAL COMMENTS		05/13/22		05/13/22			
PNL: KEB		05/13/22		05/13/22			
PNL: KEB		05/13/22		05/13/22			



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Bioswale Seed Mix		
Botanical Name	Common Name	PLS Ounces/Acre
Permanent Grasses/Sedges:		
<i>Andropogon gerardii</i>	Big Bluestem	4.00
<i>Carex cristatella</i>	Crested Owl Sedge	0.50
<i>Carex lurida</i>	Bottlebrush Sedge	3.00
<i>Carex spp.</i>	Prairie Sedge Species	8.00
<i>Carex vulpinoidea</i>	Brown Fox Sedge	3.00
<i>Elymus canadensis</i>	Canada Wild Rye	16.00
<i>Elymus virginicus</i>	Virginia Wild Rye	16.00
<i>Juncus canadensis</i>	Canadian Rush	1.00
<i>Panicum virgatum</i>	Switch Grass	3.00
<i>Scirpus atrovirens</i>	Dark Green Rush	2.00
<i>Scirpus cyperinus</i>	Wool Grass	0.50
<i>Spartina pectinata</i>	Prairie Cord Grass	3.00
	Total	60.00
Temporary Cover:		
<i>Avena sativa</i>	Common Oat	512.00
	Total	512.00

- ## LANDSCAPE NOTES

1. For any plant quantity discrepancies between the plan view and the plant schedules, the plant schedule shall take precedence.
2. Plant materials shall be selected and installed in accordance with standards established by the City of Ypsilanti
3. Landscape contractor shall provide irrigation/water source for proposed plant material for two years from time of planting and for period specified in contract if water source not provided on the project site.
4. All diseased, damaged or dead material shown on the site plan as proposed plantings shall be replaced by the end of the following growing season.
5. Restore all disturbed areas with a minimum of four (4) inches of topsoil and then seed/ fertilize/mulch unless otherwise noted on landscape plan.
6. All disturbed areas not to be seeded with native seed mixes identified on the Landscape Plan shall be lawn areas. Lawns shall either be sowed or seed and seed mix must meet species composition requirements of the seed mixes listed. Seed shall be installed and stabilized per manufacturers standard specifications. Mutch within 24 hours of seeding. (2) soil seed mix for areas with slopes greater than 1:5. Anchor straw mulch with spray coating of adhesive material applied at the rate of 150 lbs. / acre.
7. Fertilizer for the initial installation of lawns shall provide not less than one (1) pound of actual nitrogen per 1,000 sq ft of lawn area and shall contain not less than two percent (2%) potassium and four percent (4%) phosphoric acid.
8. After the first growing season, only fertilizers that contain NO phosphorus shall be used on the site in lawn areas only.
9. Areas identified on the Landscape Plan with seed mixes shall be seeded with specified seed mixes as noted in the plans, or equivalent as approved by landscape architect. Temporary cover crop shall be included with all seed mixes. Seeding rates and installation techniques shall be confirmed with supplier.
10. All disturbed areas with slopes less than 1:5 (one vertical foot for every 3 horizontal feet) shall be mulched with straw mulch at the rate of 2" (2) bales per 1,000 square feet. All seeded areas with slopes greater than 1:5 shall be seeded and provided with a biodegradable erosion control blanket such as North American Green S50, 100% biodegradable, jute netted or approved substitution, and shall be secured with landscape stakes.
11. Deciduous plants shall be planted between March 1 and May 15 and from October 1 until the prepared soil becomes frozen. Evergreen plants shall be planted between March 1 and June 1 and from August 15 to September 15.
12. All compacted subgrade soils in proposed planting areas shall be tilled to a minimum 12-inch depth prior to placement of a minimum 6" topsoil or peatextile fiber or other planting media as specified.
13. All commercial grade steel edging where identified as being lined with edging contractor shall install a commercial grade edging. Edging shall be fabricated in 10' - 20' sections with anchor stake slots stamped in face of section at a minimum of 32° on center. Use minimum 15" tapered steel anchoring stakes (3/16" thick) provided by manufacturer. Edging and stakes shall be finished with black enamel paint.
14. All trees to be located within a minimum of 10 feet from public utility.
15. All single trunk, deciduous trees shall have a straight and a symmetrical crown with a central leader. One sided trees or those with thin or open crowns shall not be accepted.
16. All evergreen trees, where applicable, shall be branched fully to the ground, symmetrical in shape and have no bare branches in last three (3) growing seasons.
17. Topsoil and compost shall meet most recent issue of MDOT standard specifications for Topsoil and Compost.
18. Planting Soil: Existing, in-place or stockpiled topsoil. Supplement with imported topsoil as needed. Verify suitability of existing surface soil to produce viable planting soil. Remove stones, roots, plants, sods, clods, nails, wire, rocks, or other debris that may harm plants or shrubs, cement, plaster, building debris, and other extraneous materials harmful to plant growth. Mix surface soil with the following soil amendments to produce planting soil:
 - a. Ratio of Loose Compost to Topsoil by Volume: 1:4.
 - b. Weight of Lime per 1,000 Sq. Ft.: Amend with lime only on recommendation of soil test to adjust soil pH.
 - c. Weight of Sulfur or Aluminum Sulfate per 1,000 Sq. Ft.: Amend with sulfur or aluminum sulfate only on recommendation of soil test to adjust soil pH.
 - d. Volume of Sand: Amend with sand only on recommendation of Landscape Architect to adjust soil texture.
 - e. Weight of Slow-Release Fertilizer per 1,000 Sq. Ft.: Amend with fertilizer only on recommendation of soil test to adjust soil fertility.

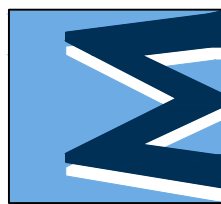
Maintenance and Warranty

4. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting spaces, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings. Spray or treat as necessary to control insects and diseases.
5. If in any necessary soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
6. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens.
7. Implement Integrated Pest Management techniques whenever possible to minimize the use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.
8. Contractor shall warranty all plant material and trees to remain alive and be in healthy, vigorous and like condition for the life of the project. The warranty shall be in writing and shall include the following:
 - a. The warranty shall be in writing and shall include the following:
 - i. Project, including but not limited to: plants, shrubs, mulches, etc. are to be under Warranty for One Year after Substantial Completion date of the Project. Trees are to be under Warranty for Two Years after Substantial completion date of the Project. At the end of the specified Warranty period the Owner's representative will inspect the project and determine if the project is in compliance with the drawings and specifications, all plants, trees, shrubs, etc. or as determined by the Owner's Representative, are in an unhealthy or unsightly condition. Warranty shall not include damage or loss of plants, trees, and shrubs caused by fires, floods, freezing rains, lightning storms, or winds over 75 miles per hour, acts of vandalism or negligence on the part of the owner, or any other incident beyond landscape contractor's control.

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142 WATSON STREET, SUITE B
DETROIT, MICHIGAN 48201

220 N. PARK STREET PUD
PUD SITE PLAN
LANDSCAPE DETAILS

11

JOB No. 21264	REV. DATE	DATE: 03/16/22
	PER MUNICIPAL COMMENTS	SHEET 11 OF 15
PER MUNICIPAL COMMENTS	04/14/22	CADD: KJB
	05/13/22	ENG: JCA
		PW: KEB
		TECH:
		/21264D01

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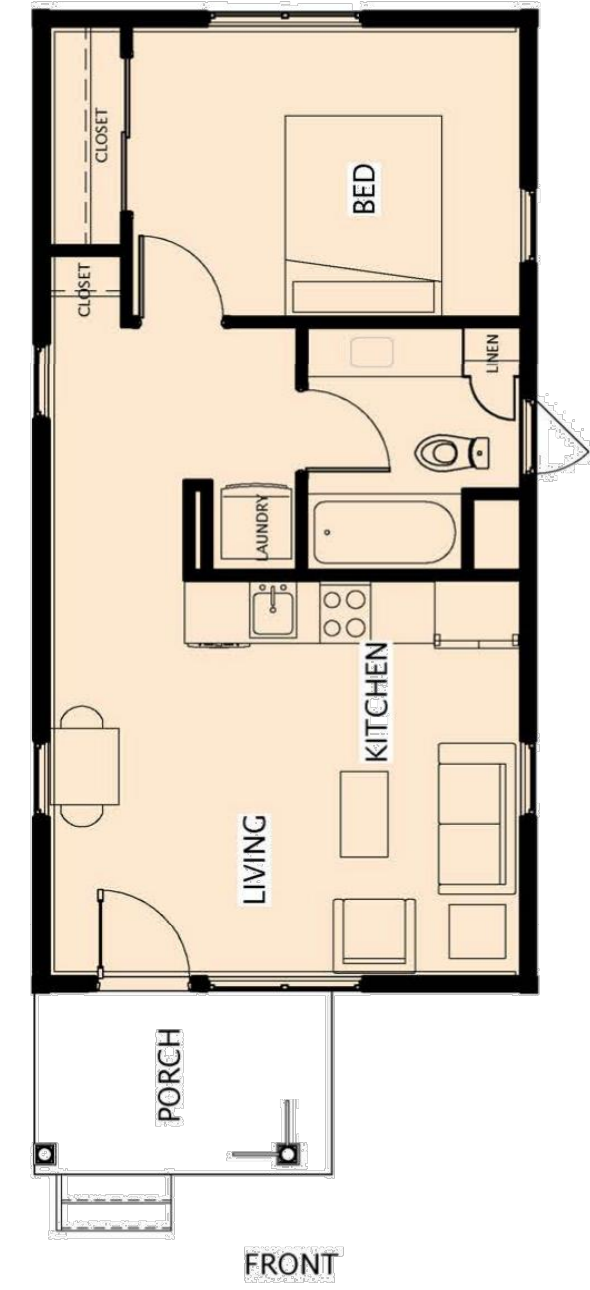
1 STORY COTTAGE
220 N. PARK ST., DEVELOPMENT YPSILANTI, MI

Design: Barry J. Polzin
Drawn By: MRA
Date of Issue: 03/15/22

REVISION	
DATE	ISSUE BY

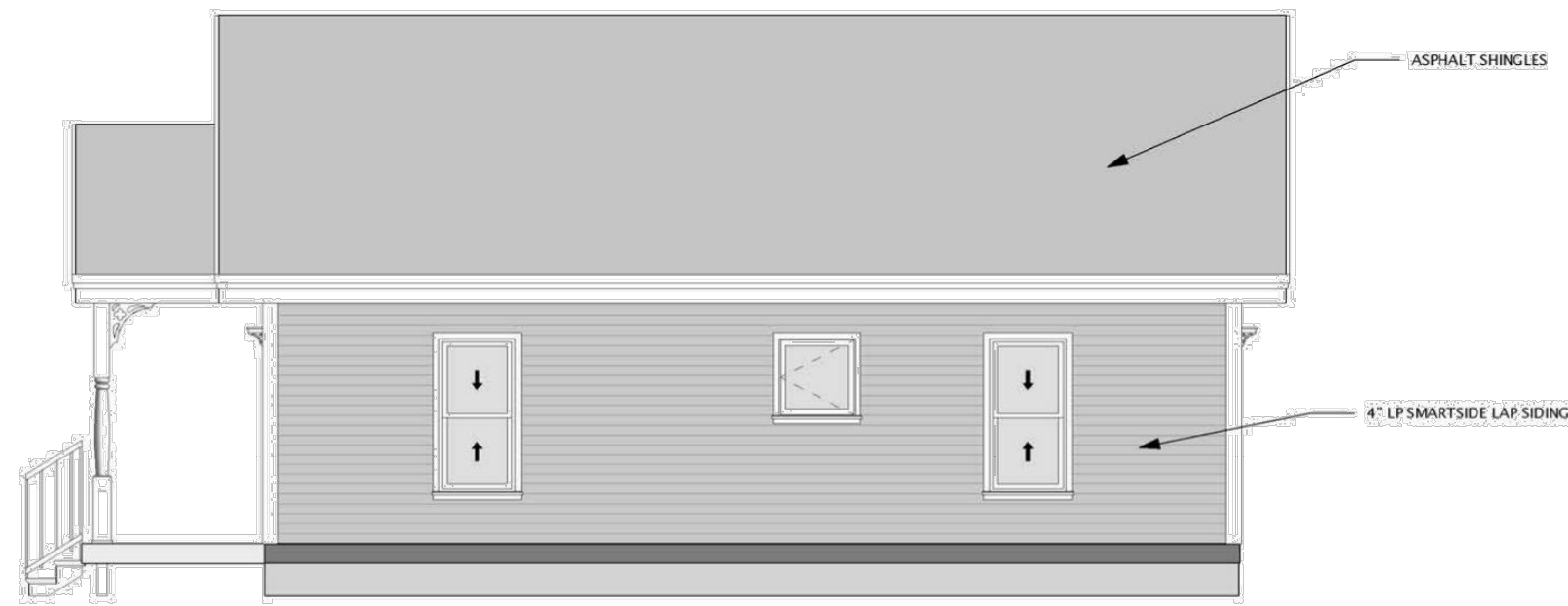
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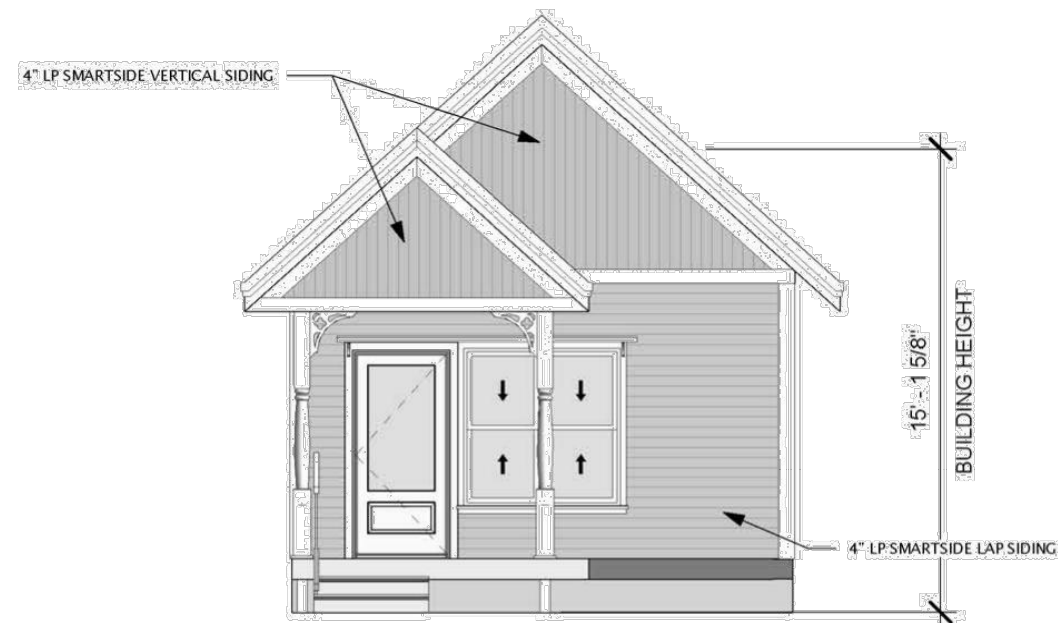


FIRST FLOOR PLAN - 445 S.F.
SCALE: 3/16" = 1'-0"

ALL LP SMARTSIDE SIDING AND TRIM TO BE SMOOTH PAINT FINISH*
WINDOWS TO BE WOOD / ALUMINUM CLAD*



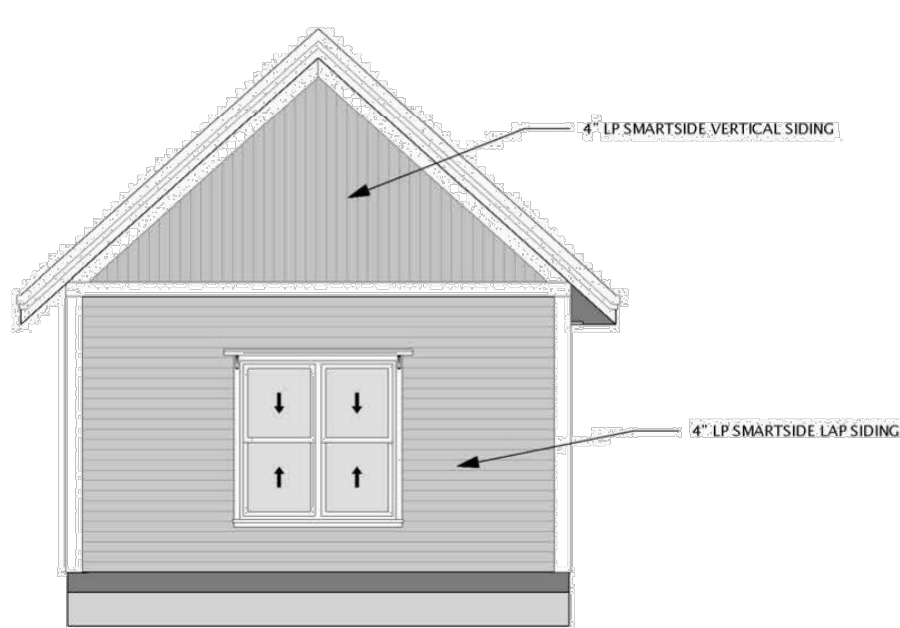
RIGHT EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"



FRONT EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"



LEFT EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"



REAR EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"



2 STORY COTTAGE
220 N. PARK ST. DEVELOPMENT YPSILANTI, MI

Design: Barry J. Polzin
Drawn By: MRA
Date of Issue: 03/15/22

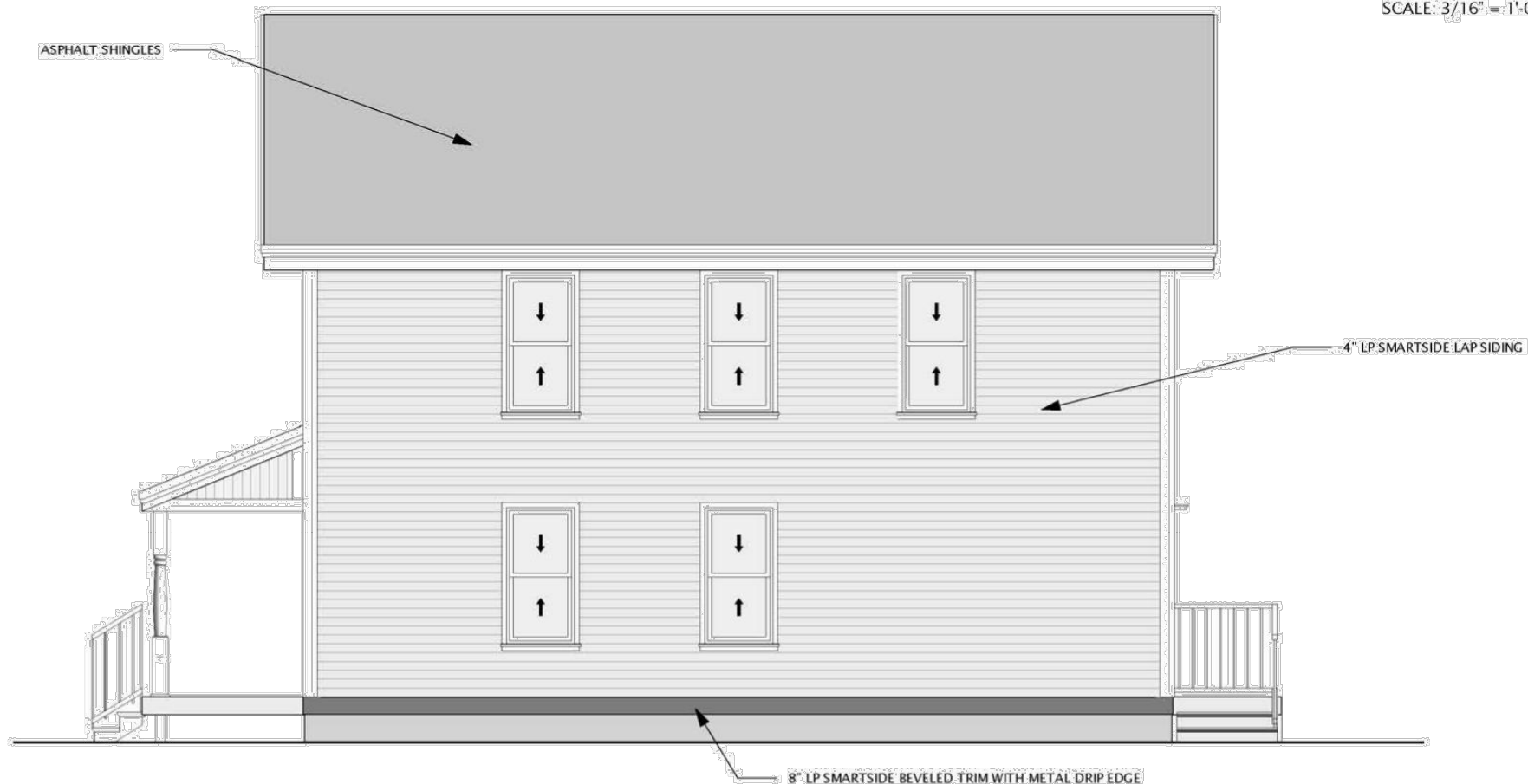
REVISION	
DATE	ISSUE BY

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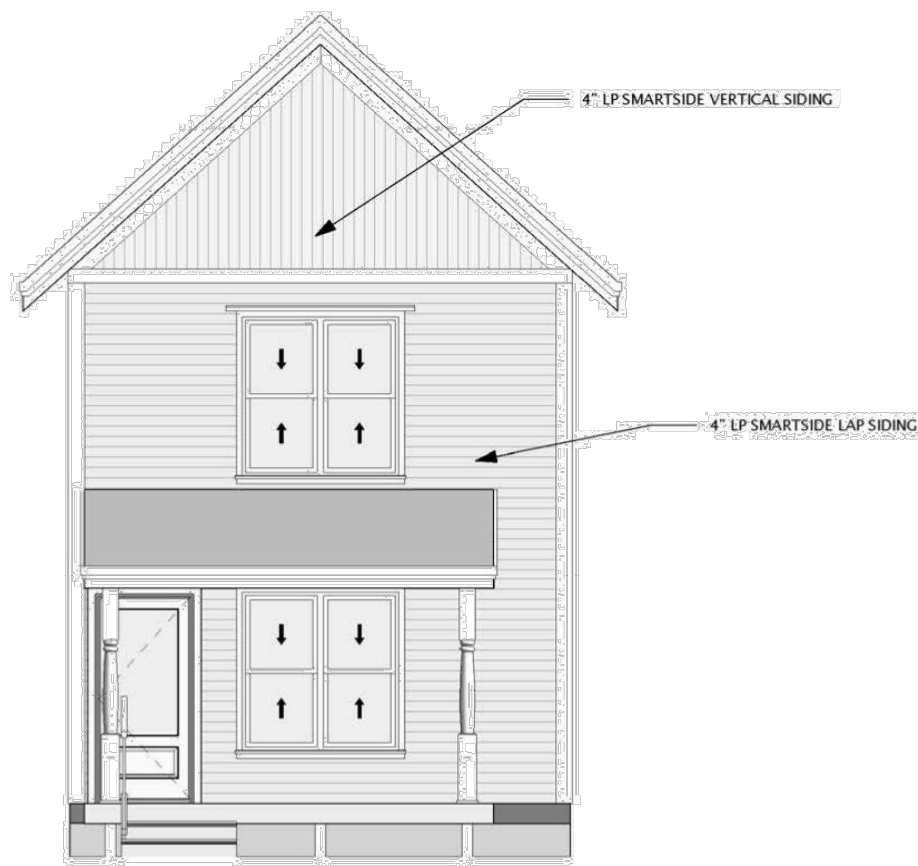
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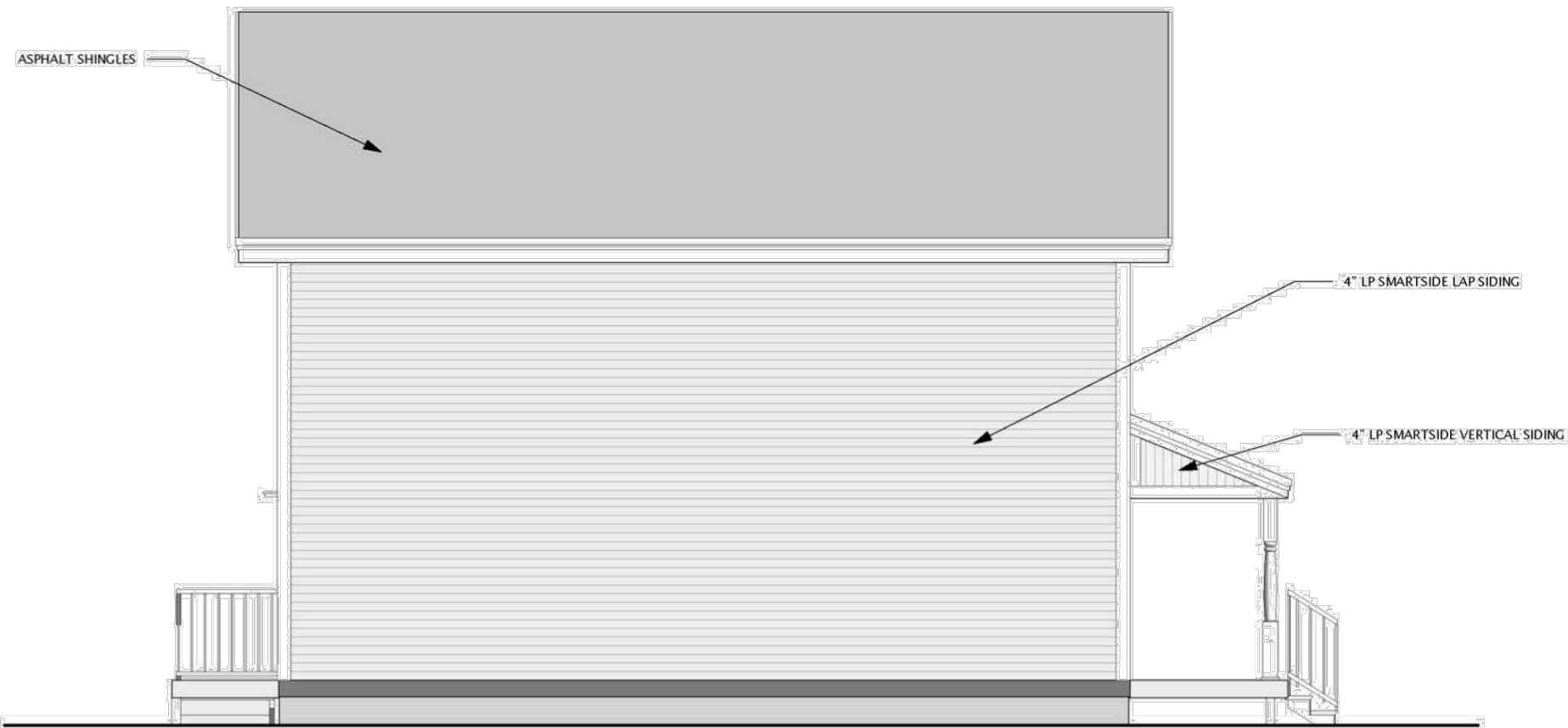
ALL LP SMARTSIDE SIDING AND TRIM TO BE SMOOTH PAINT FINISH*
WINDOWS TO BE WOOD / ALUMINUM CLAD*



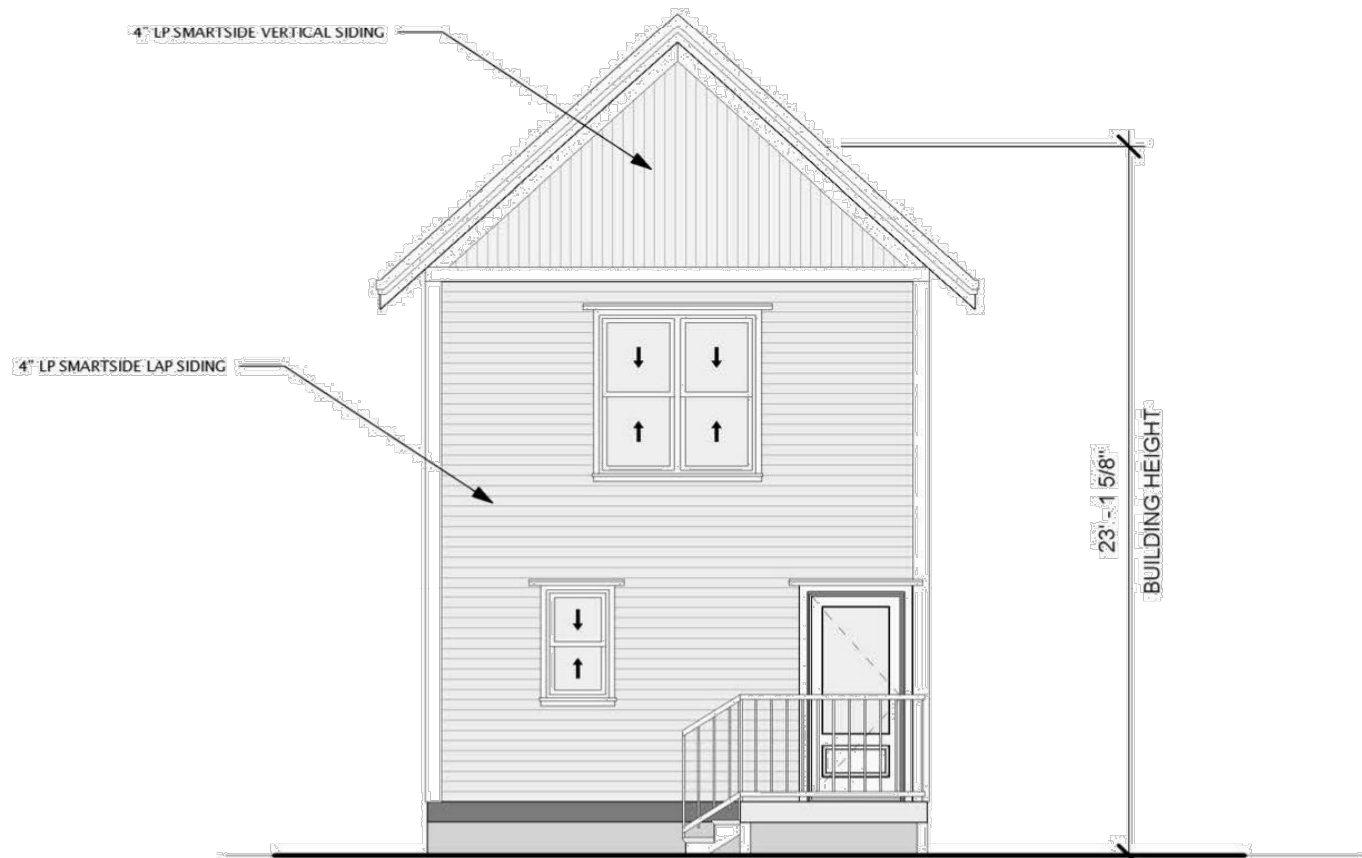
RIGHT EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"



FRONT EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"



LEFT EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"



BACK EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"



220 N. PARK ST. DEVELOPMENT YPSILANTI, MI

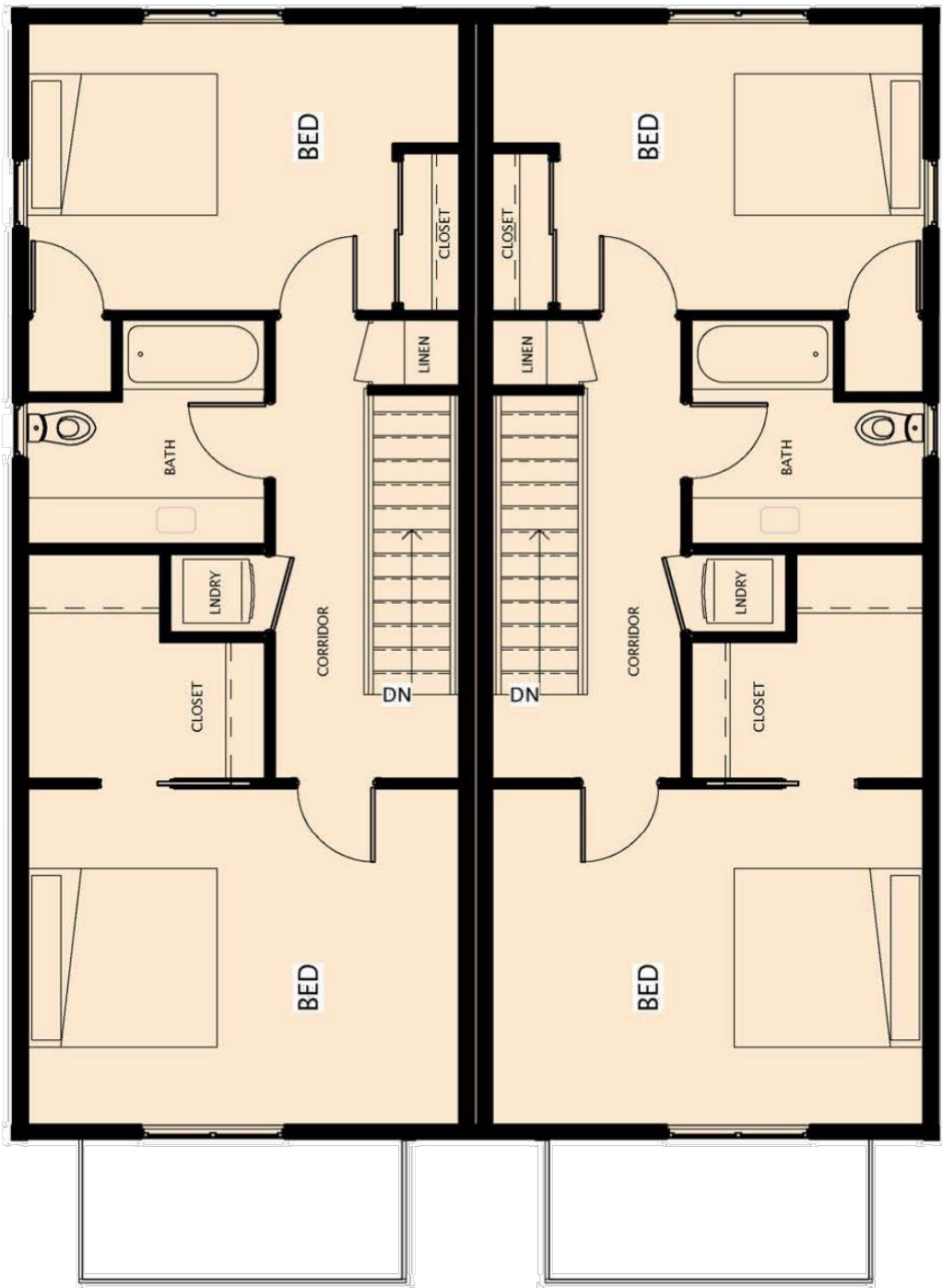
DUPLEX

Design: Barry J. Polzin
Drawn By: MRA
Date of Issue: 03/15/22

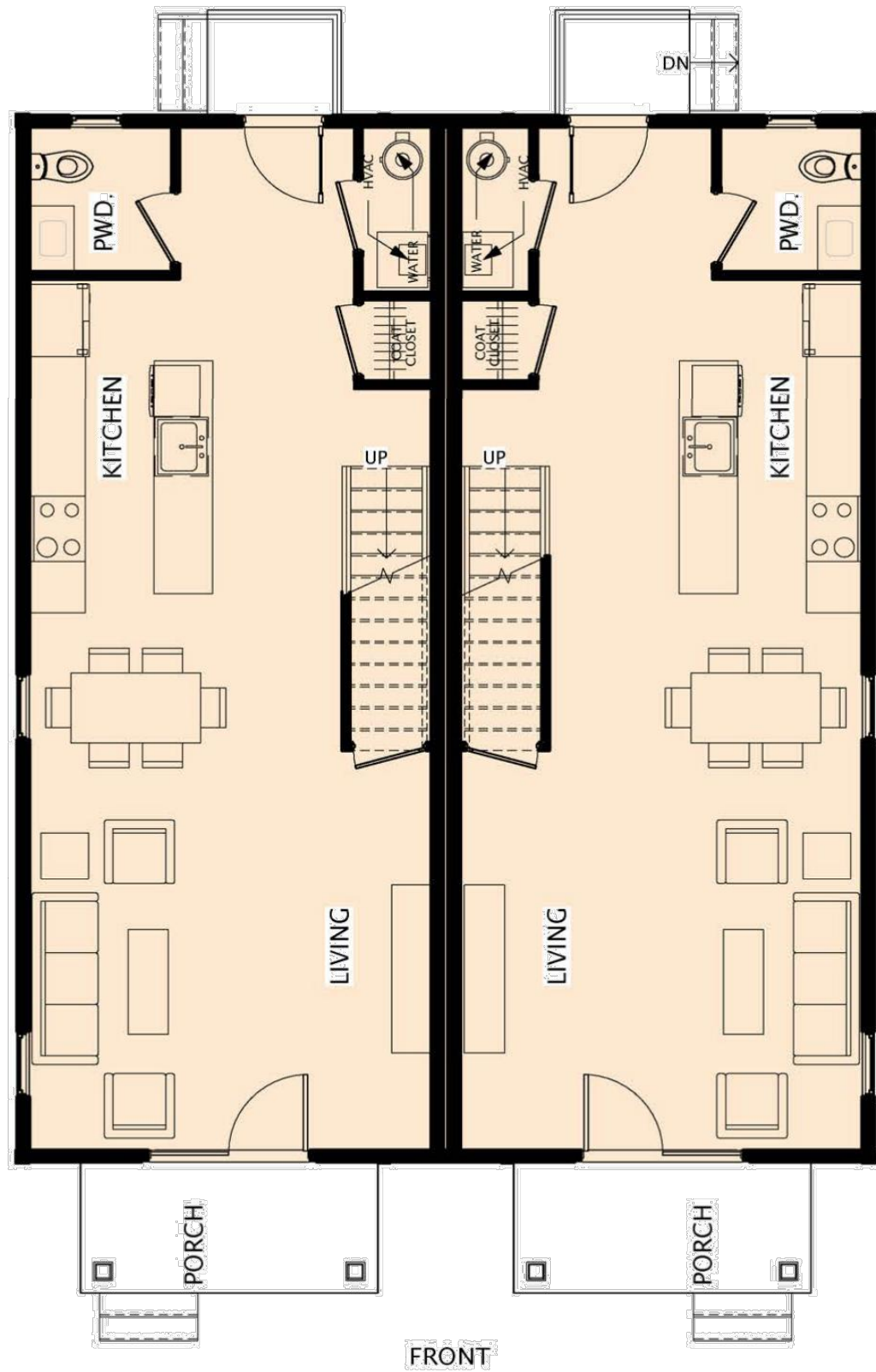
REVISION	DATE	ISSUE BY

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SECOND FLOOR PLAN - 1280 S.F.
SCALE: 3/16" = 1'-0"

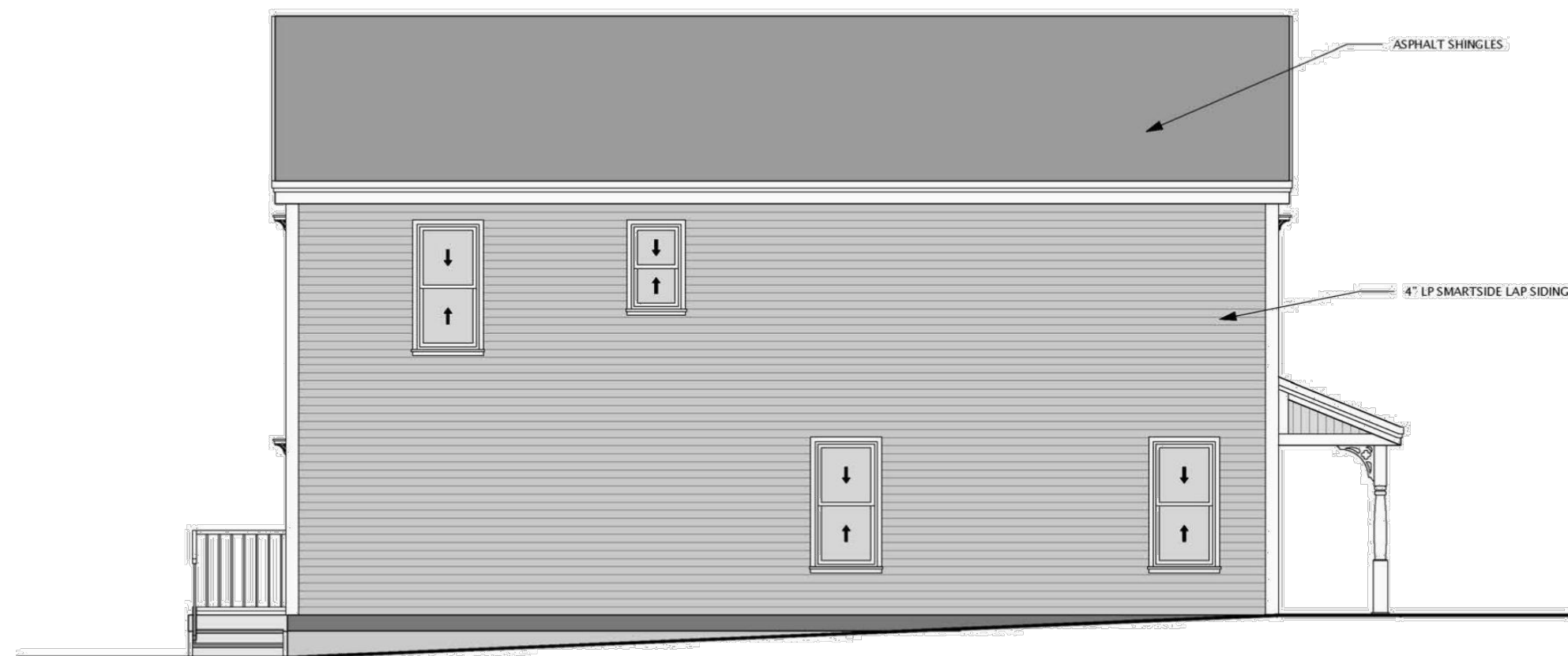


FIRST FLOOR PLAN - 1280 S.F.
SCALE: 3/16" = 1'-0"

ALL LP SMARTSIDE SIDING AND TRIM TO BE SMOOTH PAINT FINISH*
WINDOWS TO BE WOOD / ALUMINUM CLAD*



RIGHT EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"



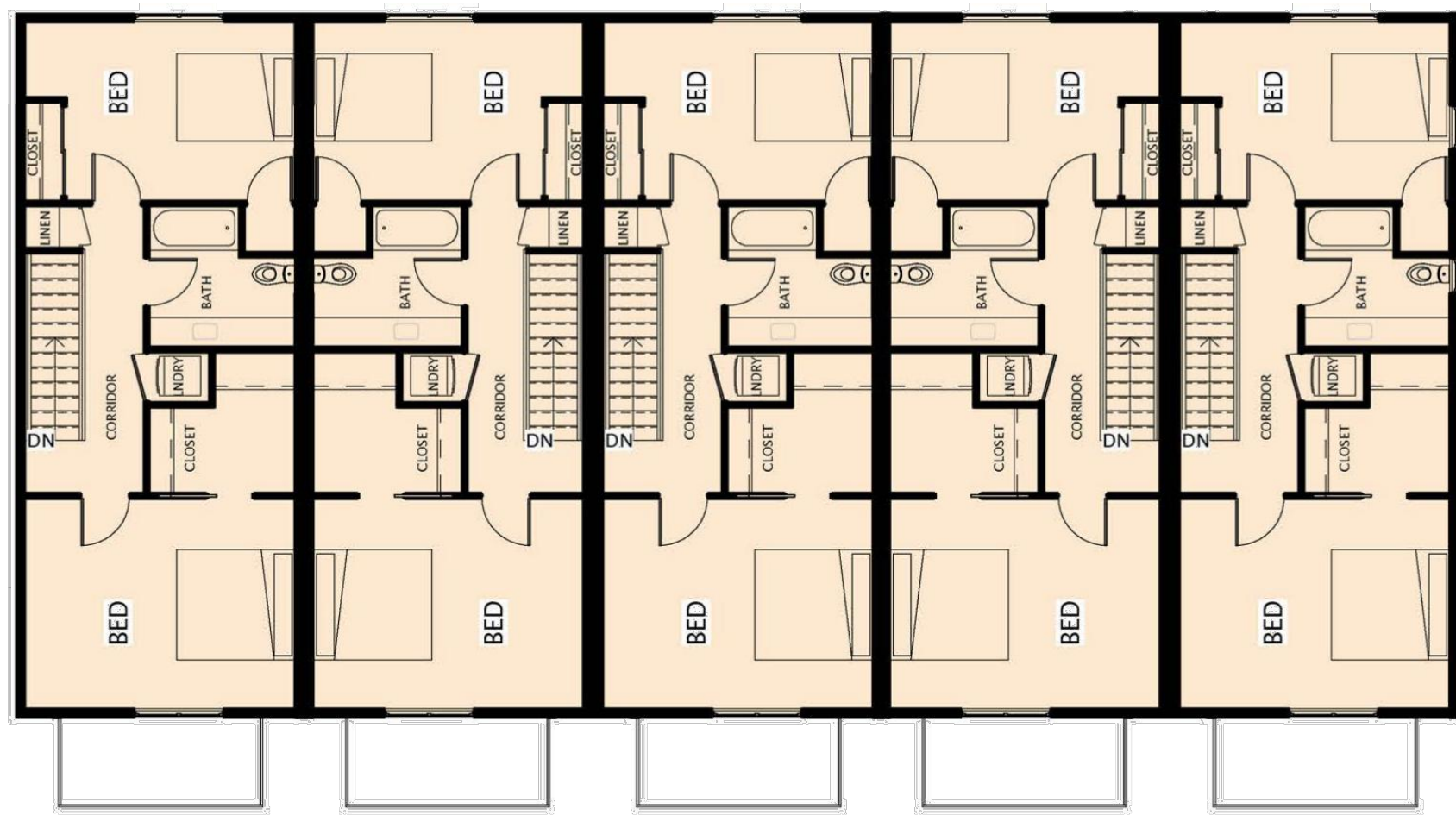
LEFT EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"



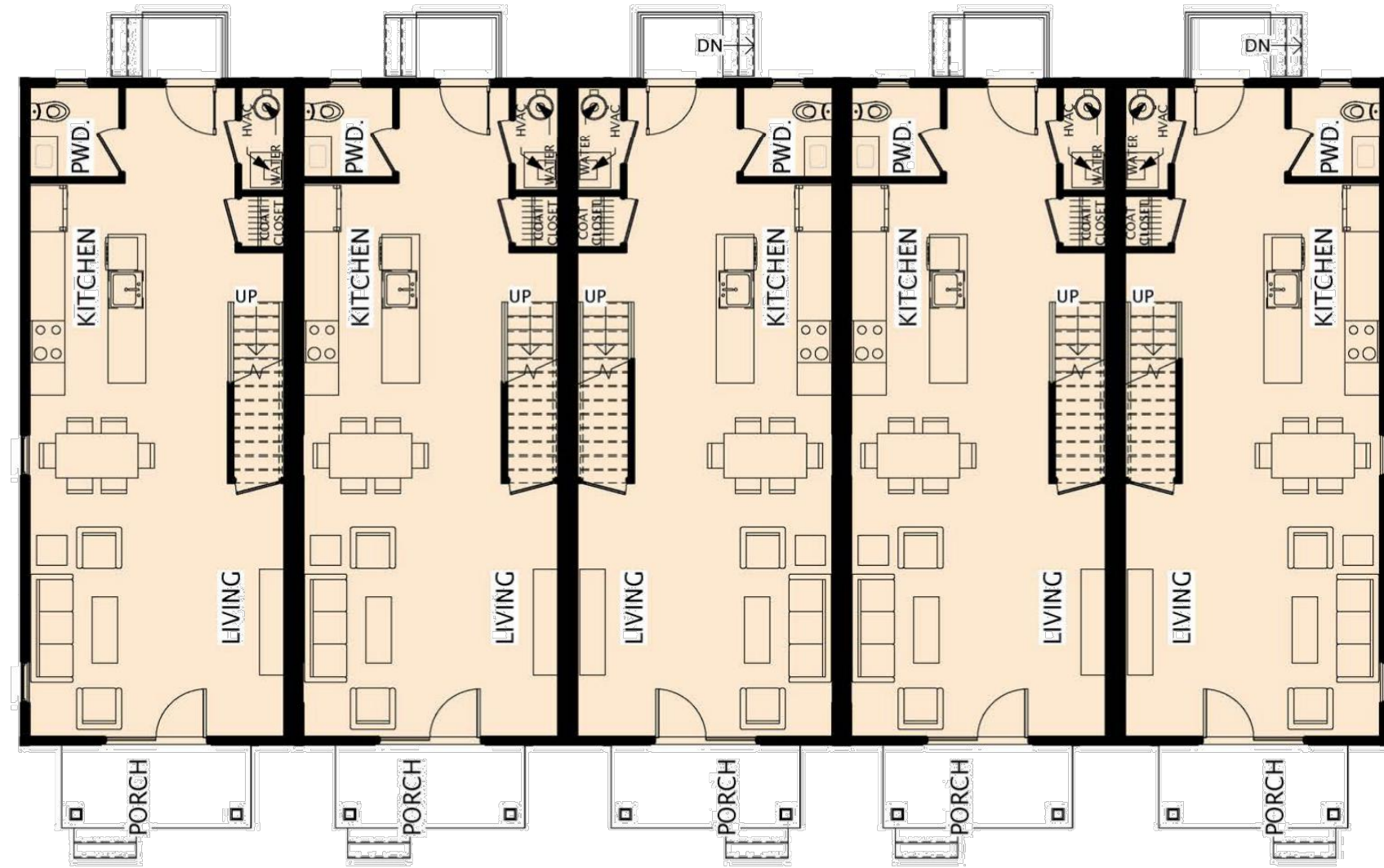
FRONT EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"



BACK EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"



SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

ALL LP SMARTSIDE SIDING AND TRIM TO BE SMOOTH PAINT FINISH*
WINDOWS TO BE WOOD / ALUMINUM CLAD*



RIGHT EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



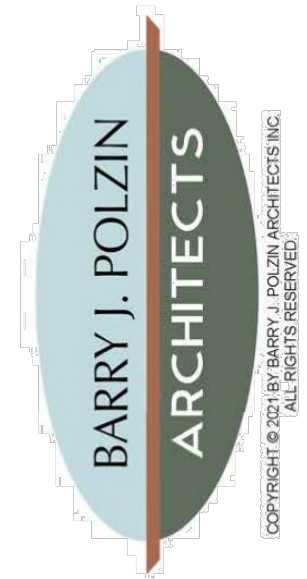
LEFT EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



FRONT EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



BACK EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



TOWNHOUSES

220 N. PARK ST. DEVELOPMENT YPSILANTI, MI

Design: Barry J. Polzin
Drawn By: MRA
Date of Issue: 03/15/22

REVISION	DATE	ISSUE	BY

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SHEET:
A4.0



Renovare Development
42 Watson, Suite B
Detroit, MI 48201

MEMORANDUM

TO: The City of Ypsilanti Planning Commission
FROM: Renovare Ypsilanti Homes, LLC.
SUBJECT: Requested Items needed for the PUD Site Application for 220 Park Street
DATE: May 9, 2022

Renovare Ypsilanti Homes, LLC (Renovare) proposes a mixed-use residential site condominium that will include 46 units of cottages, duplexes and townhomes located on 220 N. Park Street, Ypsilanti MI, a city owned parcel. City staff has worked with the applicant to address the site layout and engineering and has identified errors within the current city zoning ordinances regarding the frontage requirements, necessitating the need for a PUD approval. Based on the zoning findings, the City of Ypsilanti Planning Department has recommended approval of the PUD application.

Following the Planning Commission Meeting held on April 20, 2022, for the PUD application on 220 Park Street, the commission deferred project approval and requested that a Traffic Impact Study would be completed for review at the next commission meeting scheduled on May 18, 2022. Planning Commission also identified the following concerns:

- Site Plan Detail
- Traffic Circulation
- Safety
- Marketability of the units
- Environmental Conditions
- Project Community Benefits
- Project Specifications

Renovare Ypsilanti Homes, LLC presents this Memorandum in response to these concerns, with documentation from various professional service providers attached as well as letters from statewide planning agencies and housing organizations in support of the product type, density and redevelopment activities incorporated in the project.

WWW.RENOVAREDEVELOPMENT.COM

RESPONSES

Site Plan Detail

Questions were raised about the detail of pocket parks and the storm water management area. Renovare has included an updated site plan rendering showing the entire site; streetscape renderings to show landscape detail at the street level, and open space concepts for the pocket parks and stormwater detention area. These improvements are currently being explored and are in the process of being finalized.

Figures

- A. Updated Site Plan Conceptual
- B. Updated Streetscape Renderings
- C. Open Space Concepts

Traffic Circulation

The development team worked directly with the City of Ypsilanti Administration and the city consultant OHM to determine the scope of traffic analysis required for the project. Attached please find a letter from the city consultant OHM addressing the City Planner Andy Aamodt.

The letter states that based on the findings, **OHM does not believe that further traffic studies related to 220 N. Park Street PUD are necessary**, however the developer has completed a Traffic Impact Analysis report. Based on the findings of the report, the site is not anticipated to generate enough traffic to exceed the typical thresholds for a traffic impact assessment or full traffic impact study. No changes to the existing street system or control would be necessary due to the limited traffic generated by this development. The final report is attached

Attachments

- 1. OHM Memorandum to City Staff
- 2. Midwestern Consultants (MCI) Traffic Impact Analysis

Safety

Concerns were raised about building adjacent to rail. Renovare has pulled various articles and case studies about the issue. Across the country, housing projects are being located in close proximity to rail. The availability of property and access to revitalization tools has made rail adjacent properties more attractive for housing projects. States are passing specific legislation to promote housing in close proximity to rail. **Cities across the country and within the State of Michigan are approving projects that are directly adjacent to rail, and are even establishing "rail districts" to promote proximity.** Most recently, Planning Commissions in Ann Arbor and Royal Oak have approved housing in closer proximity to rail than the proposed distance at 220 North Park.

Attachments

- 3. Housing Adjacent to Rail Articles and Case Studies

Marketability

There were several questions regarding the marketability of the project. In Southeast Michigan, the lack of attainable housing is at a crisis level. **Renovare has performed significant market analysis to verify the marketability of the units once complete.** Documentation verifying marketability is attached.

Attachments

4. Comparative Market Analysis
5. Historic Price Trend
6. Ypsilanti Housing – Months of Inventory
7. Prism Demographic Study

Environmental Concerns

During the initial Planning Commission meeting, concerns were raised about the environmental conditions at the site, namely, the potential presence of contamination, the potential presence of wetlands and the potential presence of natural springs.

The City of Ypsilanti and Renovare have performed due diligence regarding the possibility of environmental contamination at the property. After a Phase I Environmental Site Assessment identified Recognized Environmental Concerns (RECs) at the property, a subsurface investigation was performed. The results of that investigation have identified a limited amount of contamination below the area of the proposed above ground storm water detention basin that exceeds the generic cleanup criteria. **Development activities include further delineation of that discrete area and removal and disposal of contaminated soils.**

Concerns have been raised about the potential classification of portions of the site as regulated wetlands. **The attached Wetland Delineation Report dispels concerns about the presence of a regulated wetland** due to the size, nature and extent of the existing surface water at the site and other factors.

Public concerns were raised about a potential natural spring being located at the site. **The attached memorandum from MCI dispels concerns about the presence of a natural spring**, due to the existence (or lack thereof) of groundwater at the site and other characteristics.

Attachments

8. 220 N Park Subsurface Investigation Results
9. Wetland Analysis
10. Memorandum Regarding the Possible Presence of Springs

Project Community Benefits

The Planning Commission raised concerns about the proposed Community Benefits that the site will be providing. Renovare has been actively following the appropriate process as outlined under the Ypsilanti Community Benefits Ordinance (CBO). The CBO Committee, established per the ordinance, has met several times over the past few months to discuss potential benefits.

The priority benefits outlined in that process by the CBO Committee to date include, but are not limited to:

- Long-term affordability for a portion of the units including access to individuals and families at 40% Area Median Income (AMI);
- Restricting the entire property to owner-occupied housing;
- Adding fencing along the rail to promote safety;
- Improvements on site that are publicly accessible including pathways and educational signage along the stormwater management area; and
- Improvements on site that are accessible to the residents such as community gardens, bike racks and sheds.

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Renovare is working to finalize the CBO agreement with the committee and will have **a final list of benefits within the next few weeks.**

Attachment

11. Memo from City on Status of CBO Meetings

Project Specifications

Questions were raised about project specifications. The attached documents outline the **current specifications for the proposed units.**

Attachments

12. Current Unit Design Specifications
13. Historic Specifications

General Support Letters

Renovare has been approached by several agencies in support of the project. Attached are letters from statewide planning agencies and housing organizations in support of the product type, density and redevelopment activities incorporated in the project.

Attachments

14. Support Letters

CONCLUSION

The attached information is provided in an attempt to assuage the concerns of the Planning Commission in approving the Planned Unit Development application for this transformational project. The Project will provide critically needed owner-occupied affordable and attainable single-family housing; produce a storm water management system that is desperately needed for the site and surrounding properties; revitalize an underutilized brownfield site; and bring public amenities that will help build community in the area.



220 N. Park Street Site Condominium
Renovare Ypsilanti Homes, LLC

April 20, 2022
MCLLC No. 21246A



SCALE: 1" = 40 FEET



220 N PARK ST DEVELOPMENT

YPSILANTI, MICHIGAN

5/3/2022



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ARCHITECTS

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220 N PARK ST DEVELOPMENT

YPSILANTI, MICHIGAN

5/3/2022



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220 N PARK ST DEVELOPMENT

YPSILANTI, MICHIGAN

5/3/2022



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ARCHITECTS. ENGINEERS. PLANNERS.

April 26, 2022

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

Attention: Mr. Andy Aamodt

Regarding: 220 N Park St.
Traffic Study
OHM Job No. 0094-22-1020

Dear Mr. Aamodt:

OHM was asked to look at the 220 N. Park Street PUD to determine which type of traffic study should be completed for the site. Our first step involved looking at the site plan to determine the number of dwelling units, which was observed to be 46. Once we found the number of units, we realized that this size of development does not typically require a Traffic Impact Study (TIS) or a Traffic Impact Assessment (TIA), which is a smaller version of a traffic study that focuses on the site driveways.

When should a TIS or TIA be required? One of the key triggers for identifying when an impact study should be required is "trip generation". Trip generation is the number of inbound and outbound vehicles trip that are expected to be generated by the development during an average day or during the peak hour. We estimate the number of trips the site is expected to generate and then compare to accepted thresholds and determine what type of study (if any) is needed. For accepted thresholds, we reference the document "Evaluating Traffic Impact Studies: A Recommended Practice for Michigan Communities", which provides both national and local thresholds for studies.

The Institute of Transportation Engineers (ITE's) recommended practice is to require a TIS when the site generates one hundred (100) additional peak hour directional trips. For most cases, the following thresholds are recommended. A TIS would be required where the proposed site plan or subdivision plan would be expected to generate over one hundred (100) directional trips during the peak hour or seven hundred fifty (750) trips in an average day. A less detailed TIA is recommended for projects which could generate 50-99 directional trips during a peak hour or 500-749 trips during an average day.

To determine the number of trips generated by the development, ITE's "Trip Generation Manual 11th Edition" was utilized. For the analysis, we looked at land use code 210 (Single-Family Detached Housing) and code 215 (Single-Family Attached Housing). The land use code 210 provided higher trip generation rates and was used to be conservative. The following table shows the trip generation for the development:

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



Period	Total	Entering	Exiting
AM Peak Hour of Adj Street	32	8	24
PM Peak Hour of Adj Street	43	27	16
Average Day	434	217	217

Based on the trip generation of the development, the hourly trips and the average day trips fall well below the requirements to perform a TIS or TIA for the development. This development is not expected to have a significant impact on the overall transportation system.

We have also investigated the possibility of whether traffic control improvements would be needed on the adjacent roadway network (ie. All-Way Stop or Traffic Signals). Both all-way stop intersections and traffic signals have warrants that must be met prior to installation. For an all-way stop controlled intersection, the major roadway must average 300 vehicles per hour and the minor roadway average 200 vehicles per hour for a minimum of the same 8 hours per day. Traffic signals have similar requirements, where for roadways with one lane in each direction, the major roadway would need to average over 500 and the minor roadway over 150.

Based on these findings, we do not believe further traffic studies relating to the 220 N. Park St. PUD are necessary.

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

Sincerely,
OHM Advisors


Steven M. Loveland, PE, PTOE

CC: Joe Meyers, City of Ypsilanti
Ron Akers, AICP, Department of Public Works
Rachel Jackson, PE, OHM
Kent Early, PE, OHM
Kate Bond, RLA, Midwestern Consulting
File



MEMORANDUM

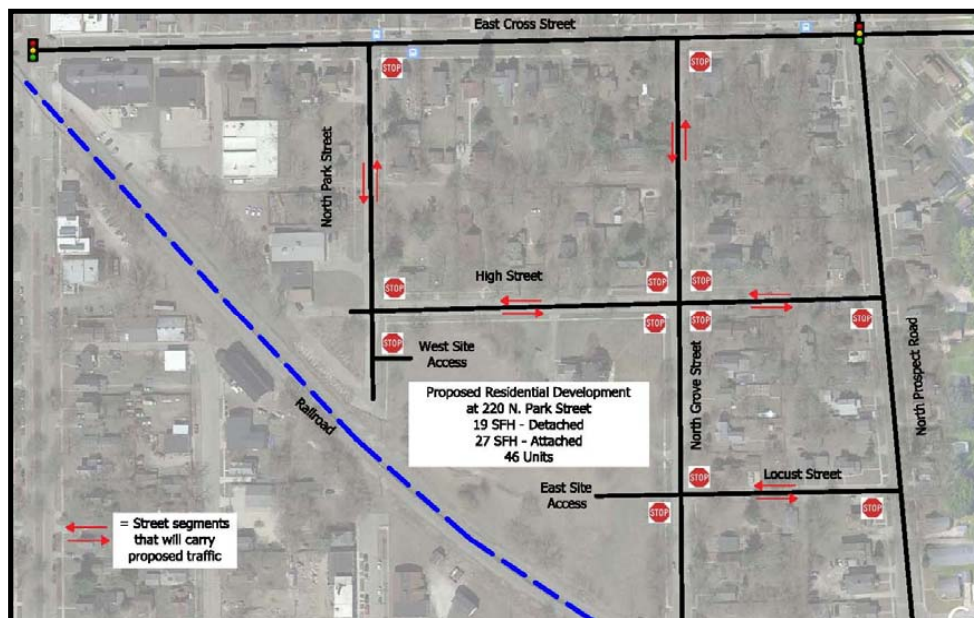
TO: Renovare Development
FROM: Michael R. Cool, PE
RE: TIA 220 Park Street Ypsilanti
DATE: April 28, 2022
Project No.: 21264A

Introduction

A residential development consisting of 19 detached and 27 attached single family homes is proposed for 220 N. Park Street in Ypsilanti, Michigan. Based on our findings this site is not anticipated to generate enough traffic to exceed the typical thresholds for either a traffic impact assessment or full traffic impact study. No changes to the existing street system or control would be necessary due to the limited traffic generated by this development.

Site Access

The site will have access to both North Grove Street and North Park Street. Site traffic traveling to/from North Prospect Street will use either High Street or Locust Street. Site traffic traveling to East Cross Street can use either North Park Street or North Grove Street.



Memorandum

Page 2

Trip Generation

The estimated trip generation for the site, which is shown in the table below, is based on data and equations found in the 11th Edition of the ITE Trip Generation Manual. The ITE data sheets for Single Family Homes –Detached and Attached are included as attachments to this report.

	ITE	Size	Weekday	Morning Peak Hour			Afternoon Peak Hour		
Land Use	Code	SF/Units	24-Hr	Enter	Exit	Total	Enter	Exit	Total
Base Vehicular Trips									
SFH - Detached	210	19	219	4	12	16	13	8	21
SFH - Attached	215	27	155	2	6	8	7	5	12
Total Site Trips		46	374	6	18	24	20	13	33

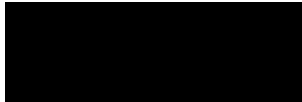
As the trip generation table indicates, the proposed development is projected to generate less than 500 trips per day, and less than 50 trips during either peak hour. This amount of traffic does not exceed the typical State and County thresholds that would require either a traffic impact assessment (500/50) or full traffic impact study (750/100).

Adequacy of Traffic Control

All of the minor street approaches to East Cross Street and North Prospect Road are currently stop-controlled and nor will they meet the Michigan Manual of Uniform Traffic Control Devices warrants for multi-way stop control as the neighborhood does not contain enough residential lots to generate enough traffic to meet the 300 vehicles per hour (VPH) main street, 200 VPH side street traffic volume criteria for eight hours during the day.

If there are any questions regarding this memorandum or its findings, please let me know.

Sincerely,



Michael R. Cool, P.E.
Midwestern Consulting



Land Use: 210

Single-Family Detached Housing

Description

A single-family detached housing site includes any single-family detached home on an individual lot. A typical site surveyed is a suburban subdivision.

Specialized Land Use

Data have been submitted for several single-family detached housing developments with homes that are commonly referred to as patio homes. A patio home is a detached housing unit that is located on a small lot with little (or no) front or back yard. In some subdivisions, communal maintenance of outside grounds is provided for the patio homes. The three patio home sites total 299 dwelling units with overall weighted average trip generation rates of 5.35 vehicle trips per dwelling unit for weekday, 0.26 for the AM adjacent street peak hour, and 0.47 for the PM adjacent street peak hour. These patio home rates based on a small sample of sites are lower than those for single-family detached housing (Land Use 210), lower than those for single-family attached housing (Land Use 251), and higher than those for senior adult housing -- single-family (Land Use 251). Further analysis of this housing type will be conducted in a future edition of *Trip Generation Manual*.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

For 30 of the study sites, data on the number of residents and number of household vehicles are available. The overall averages for the 30 sites are 3.6 residents per dwelling unit and 1.5 vehicles per dwelling unit.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Arizona, California, Connecticut, Delaware, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Jersey, North Carolina, Ohio, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Vermont, Virginia, and West Virginia.

Source Numbers

100, 105, 114, 126, 157, 167, 177, 197, 207, 211, 217, 267, 275, 293, 300, 319, 320, 356, 357, 367, 384, 387, 407, 435, 522, 550, 552, 579, 598, 601, 603, 614, 637, 711, 716, 720, 728, 735, 868, 869, 903, 925, 936, 1005, 1007, 1008, 1010, 1033, 1066, 1077, 1078, 1079

Single-Family Detached Housing (210)

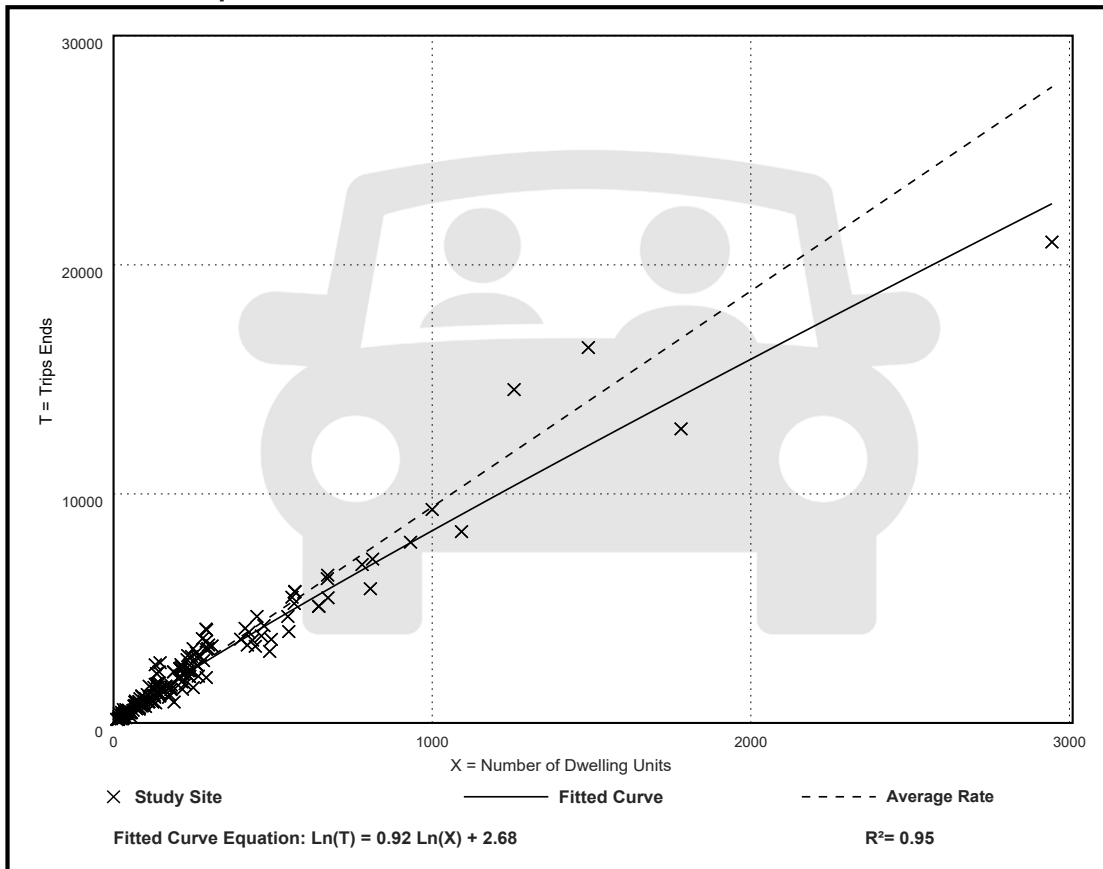
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 174
Avg. Num. of Dwelling Units: 246
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.43	4.45 - 22.61	2.13

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 192

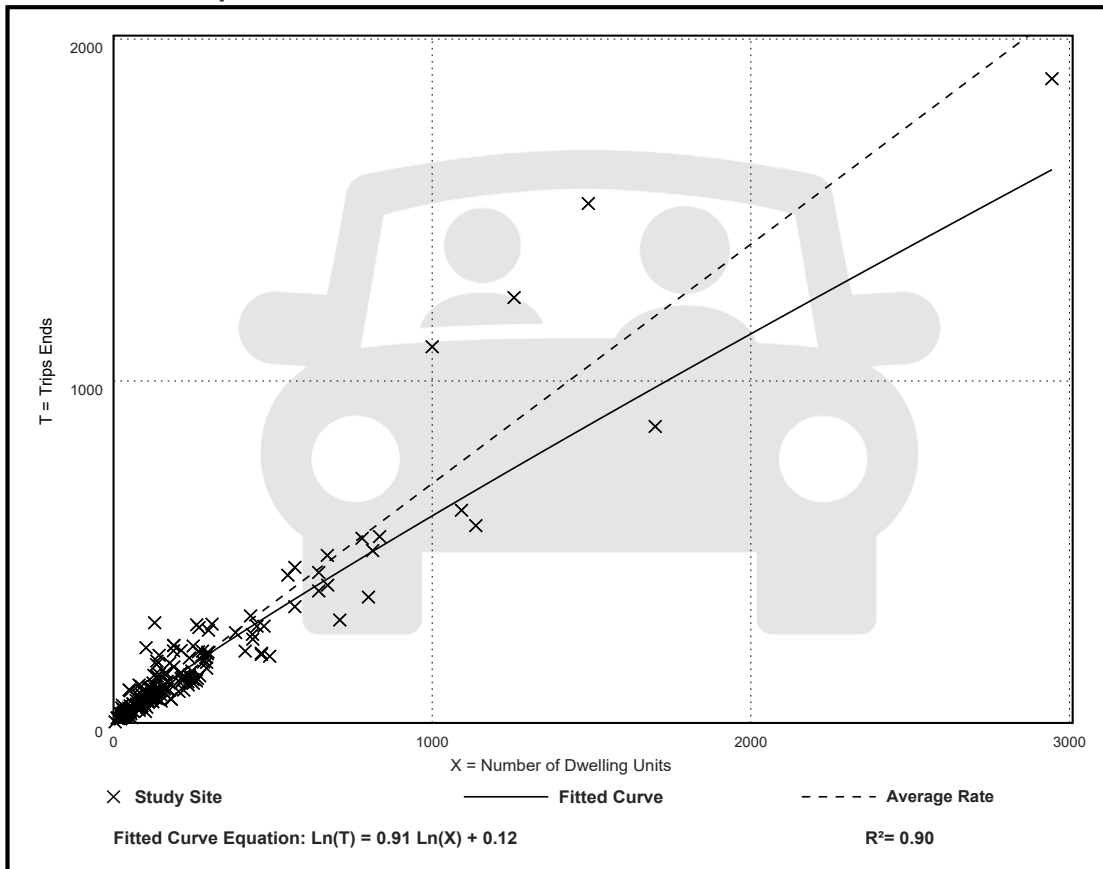
Avg. Num. of Dwelling Units: 226

Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.70	0.27 - 2.27	0.24

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: **Weekday,**

**Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.**

Setting/Location: General Urban/Suburban

Number of Studies: 208

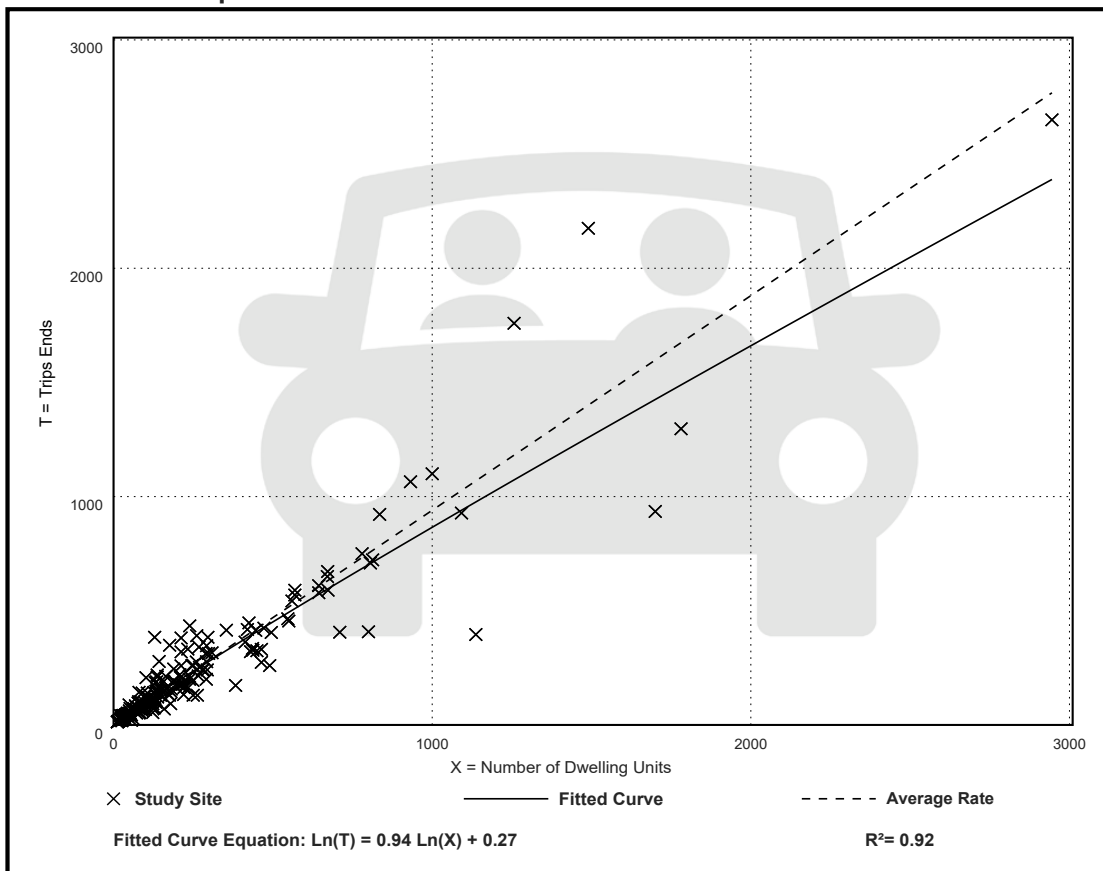
Avg. Num. of Dwelling Units: 248

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

Data Plot and Equation



Land Use: 215

Single-Family Attached Housing

Description

Single-family attached housing includes any single-family housing unit that shares a wall with an adjoining dwelling unit, whether the walls are for living space, a vehicle garage, or storage space.

Additional Data

The database for this land use includes duplexes (defined as a single structure with two distinct dwelling units, typically joined side-by-side and each with at least one outside entrance) and townhouses/rowhouses (defined as a single structure with three or more distinct dwelling units, joined side-by-side in a row and each with an outside entrance).

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in British Columbia (CAN), California, Georgia, Illinois, Maryland, Massachusetts, Minnesota, New Jersey, Ontario (CAN), Oregon, Pennsylvania, South Dakota, Utah, Virginia, and Wisconsin.

Source Numbers

168, 204, 211, 237, 305, 306, 319, 321, 357, 390, 418, 525, 571, 583, 638, 735, 868, 869, 870, 896, 912, 959, 1009, 1046, 1056, 1058, 1077

Single-Family Attached Housing (215)

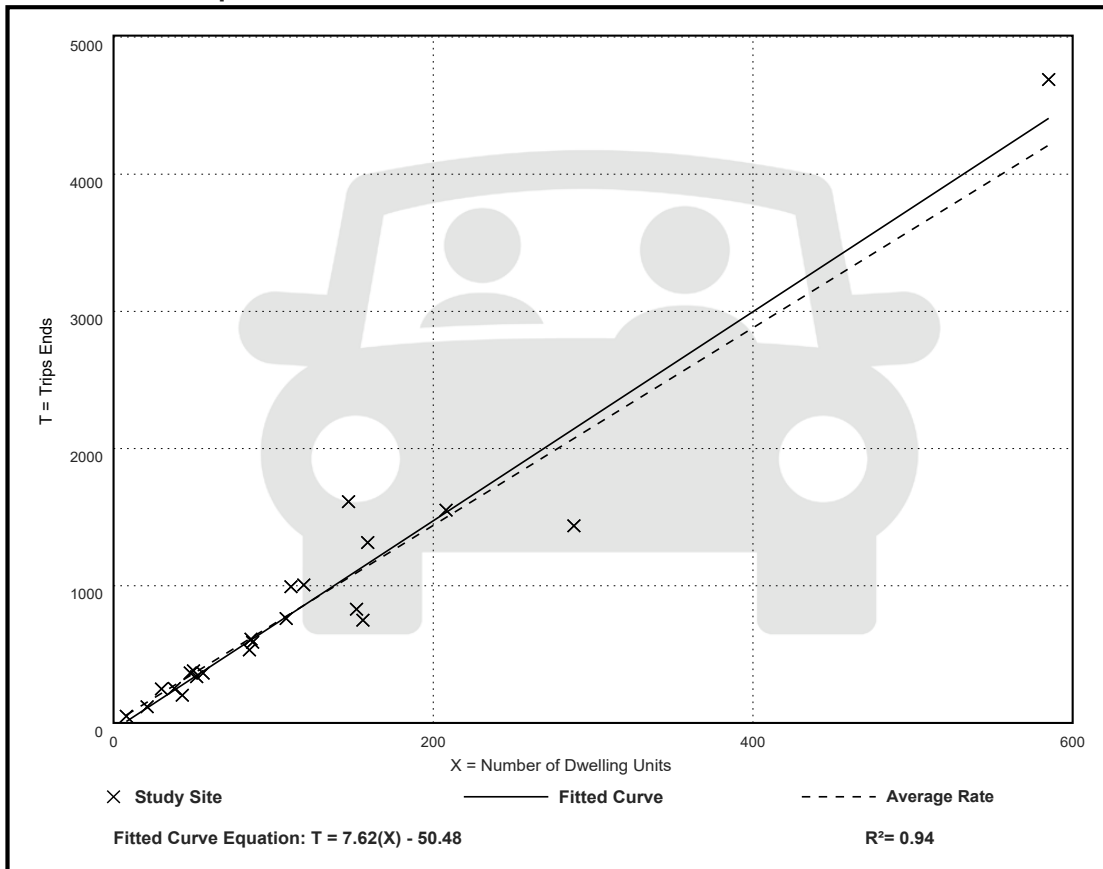
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 22
Avg. Num. of Dwelling Units: 120
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
7.20	4.70 - 10.97	1.61

Data Plot and Equation



Single-Family Attached Housing (215)

Vehicle Trip Ends vs: Dwelling Units

On a: **Weekday,**

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 46

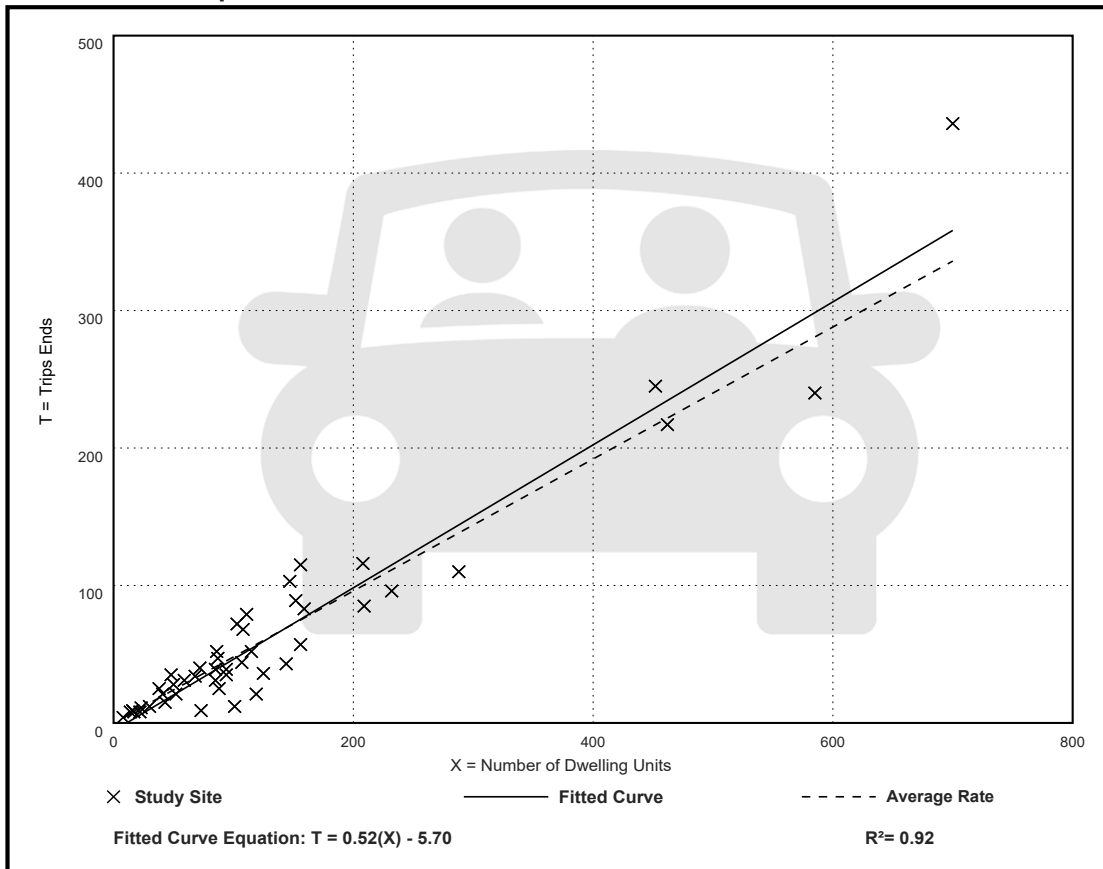
Avg. Num. of Dwelling Units: 135

Directional Distribution: 31% entering, 69% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.48	0.12 - 0.74	0.14

Data Plot and Equation



Single-Family Attached Housing (215)

Vehicle Trip Ends vs: Dwelling Units

On a: **Weekday,**

**Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.**

Setting/Location: General Urban/Suburban

Number of Studies: 51

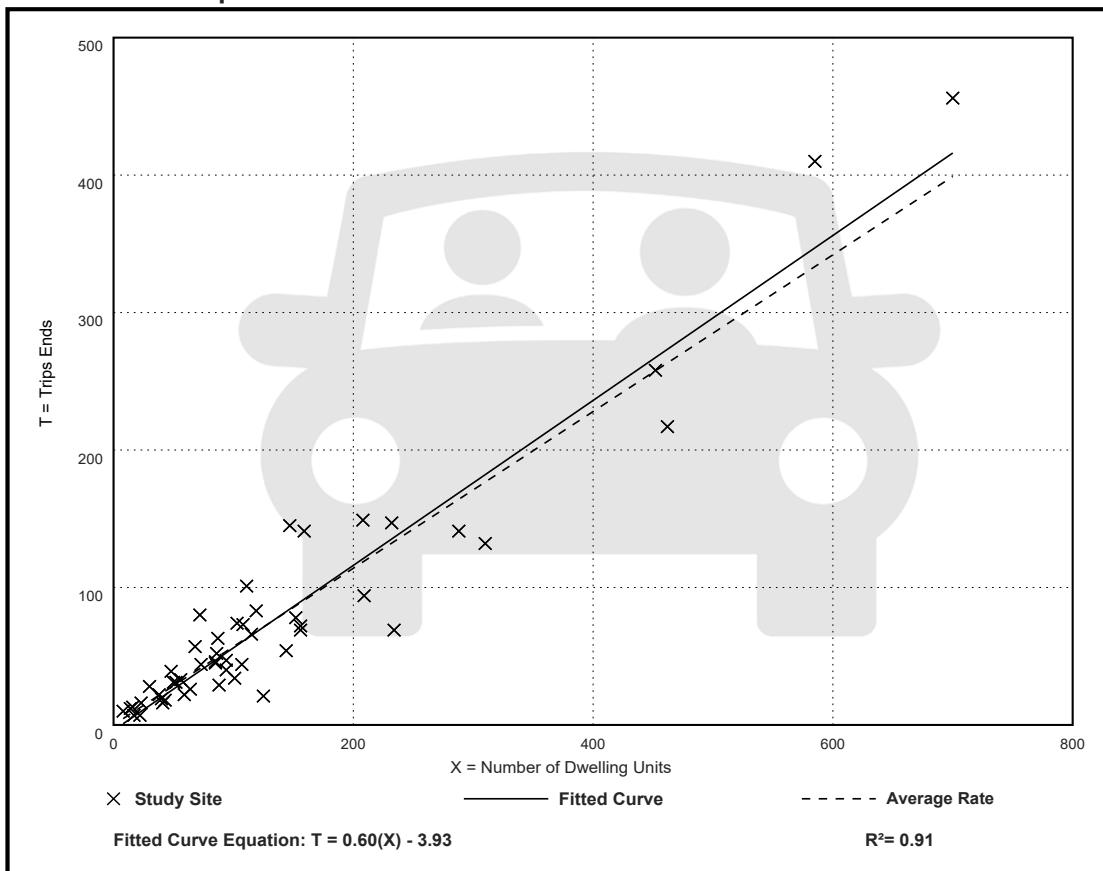
Avg. Num. of Dwelling Units: 136

Directional Distribution: 57% entering, 43% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.57	0.17 - 1.25	0.18

Data Plot and Equation



HOUSING ADJACENT TO RAIL

In New York...

"Permits for projects near train tracks have more than doubled in the city in recent years, going from 45 in 2016 to 230 so far this year; the number of units in such projects has skyrocketed from 2,074 to 16,018."

<https://www.nytimes.com/2020/03/27/realestate/living-near-train-tracks.html>

In Boston...

State laws are being enacted to allow housing within a half mile of trains.

<https://www.bostonglobe.com/2021/12/07/business/with-new-requirement-build-housing-near-train-stations-towns-brace-density-drama/>

In Michigan...

The Intercity Rail runs through downtown Pontiac, Birmingham and Royal Oak. Several owner-occupied and rental projects have been completed successfully in close proximity to rail. Example projects include Eton Street Station in Birmingham and several developments in Royal Oak such as Metro Lofts, Station 3 Lofts and the recently approved Delaware Lofts, all located in the city's recently created Rail District. Birmingham is also considering a Rail District and the development of 50 new residential units directly adjacent to rail.

<http://hrscommunities.com/product/eton-street-station/>

<https://devmardevelopment.com/portfolio-items/metro-lofts/>

<https://www.dailytribune.com/2022/03/01/apartment-development-okd-for-former-contaminated-site-in-royal-oak-but-some-object/>

<https://www.hometownlife.com/story/news/local/birmingham/2021/09/16/birminghams-rail-district-proposal-would-make-big-changes-area/8318268002/>

In Ann Arbor...

The City recently approved apartments adjacent to rail...

"The development team is fully aware of the project's proximity to the railroad tracks and recognizes not everyone sees that as a negative"

<https://www.mlive.com/news/ann-arbor/2019/04/new-apartments-next-to-noisy-train-tracks-get-ann-arbor-councils-ok.html>

"THIS ANALYSIS HAS NOT BEEN PERFORMED IN ACCORDANCE WITH THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE WHICH REQUIRE VALUERS TO ACT AS UNBIASED, DISINTERESTED THIRD PARTIES WITH IMPARTIALITY, OBJECTIVITY AND INDEPENDENCE AND WITHOUT ACCOMMODATION OF PERSONAL INTEREST. IT IS NOT TO BE CONSTRUED AS AN APPRAISAL AND MAY NOT BE USED AS SUCH FOR ANY PURPOSE."



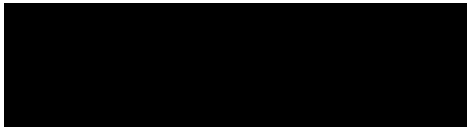
Researched and prepared by Subject Property
Joseph Kollins

Prepared exclusively for

Prepared on
May 03, 2022



Joseph Kollins
Gold House Realty Inc





Joseph Kollins
Gold House Realty Inc



Researched and prepared by

Joseph Kollins

Subject Property

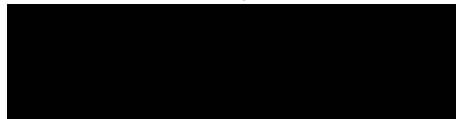
Prepared exclusively for

Prepared on

May 03, 2022



Joseph Kollins
Gold House Realty Inc



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This is a broker price opinion or comparative market analysis and should not be considered an appraisal or opinion of value. In making any decision that relies upon my work, you should know that I have *not* followed the guidelines for development of an appraisal or analysis contained in the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.

Comparative Market Analysis

Tuesday, May 3, 2022

Summary of Comparable Listings

This page summarizes the comparable listings contained in this market analysis.

Accepting Backup Offers Listings

Address	Price	Bds	Baths	Sqft	Lot Sz	Status Date	\$/Sqft	CDOM	ADOM
511 Charles Street	\$169,900	2	0.	1,042	0.21	05/01/2022	\$163.05	2	2
Averages:	\$169,900	2.0	1.0	1,042	0.21		\$163.05	2	2

Active Listings

Address	Price	Bds	Baths	Sqft	Lot Sz	Status Date	\$/Sqft	CDOM	ADOM
890 E Grand Boulevard	\$199,800	3	0.	1,258	0.16	04/27/2022	\$158.82		0
107 N Normal Street	\$213,000	4	2.0	1,484		02/11/2022	\$143.53		0
609 Norris	\$220,000	2	1.0	873	0.27	04/23/2022	\$252.00	1	1
Averages:	\$210,933	3.0	1.3	1,205	0.22		\$184.78	0	0

Pending Listings

Address	Price	Bds	Baths	Sqft	Lot Sz	Status Date	\$/Sqft	CDOM	ADOM
629 N River Street	\$260,000	3	0.	1,020	0.15	04/26/2022	\$254.90	4	4
1638 Golfview Drive	\$305,530	4	2.1	2,009		01/12/2022	\$152.08	169	169
Averages:	\$282,765	3.5	2.0	1,515	0.15		\$203.49	87	87

Sold Listings

Address	Price	Bds	Baths	Sqft	Lot Sz	Status Date	\$/Sqft	CDOM	ADOM
615 N River Street	\$195,000	5	2.1	1,372	0.25	12/01/2021	\$142.13	47	47
705 DWIGHT Street	\$261,000	4	2.0	1,214	0.17	12/28/2021	\$214.99	9	9
711 Hemphill Street	\$264,900	3	2.0	1,404	0.17	04/21/2022	\$188.68	11	11
118 MAPLE Street	\$285,000	6	3.1	2,412	0.19	12/13/2021	\$118.16	2	2
702 Stanley Street	\$299,800	3	1.0	1,423	0.18	03/04/2022	\$210.68	6	6
712 Stanley Street	\$330,000	3	1.0	1,470	0.35	04/08/2022	\$224.49	5	5
18 S Normal Street	\$385,000	4	1.1	2,088	0.20	04/27/2022	\$184.39	4	4
Averages:	\$288,671	4.0	1.7	1,626	0.22		\$183.36	12	12

	Low	Median	Average	High	Count
Comparable Price	\$169,900	\$261,000	\$260,687	\$385,000	13
Adjusted Comparable Price	\$169,900	\$261,000	\$260,687	\$385,000	13

On Average, the 'Sold' status comparable listings sold in 12 days for \$288,671

Researched and prepared by Joseph Kollins
Gold House Realty Inc



Comparative Market Analysis

Tuesday, May 3, 2022

Summary of Comparable Listings

This page summarizes the comparable listings contained in this market analysis.

Summary

Status	Total	Avg Price	Avg \$ Per SqFt	Median	Low	High	Avg CDOM
ACTIVE	3	\$210,933	\$184.79	\$213,000	\$199,800	\$220,000	0
Coming Soon							
Contingent-CCS							
PENDING	2	\$282,765	\$203.49	\$282,765	\$260,000	\$305,530	87
SOLD	7	\$288,671	\$183.36	\$285,000	\$195,000	\$385,000	12
EXPIRED							
Cond WTHDRWN							
Uncd WTHDRWN							
Accepting BO	1	\$169,900	\$163.05	\$169,900	\$169,900	\$169,900	2
Total	13	\$260,687	\$185.22	\$261,000	\$169,900	\$385,000	20

Researched and prepared by **Joseph Kollins**
Gold House Realty Inc



Comparative Market Analysis

Tuesday, May 3, 2022

CMA Price Adjustments

This page outlines the subject property versus comparables properties.



Subject Property

Details

Adjust

Details

Adjust

MLS#	511 Charles Street 543287626		890 E Grand Boulevard 543287631	
Status	Accepting Backup Offers		Active	
List Price	\$169,900		\$199,800	
List Date	04/28/2022		04/27/2022	
Sold Price	\$0		\$0	
Sold Date				
City	Ypsilanti	0	Ypsilanti	0
County	Washtenaw	0	Washtenaw	0
Subdiv		0		0
ADOM	2	0		
CDOM	2	0		
Arch Level	1 Story	0	1 Story	0
Beds	2	0	3	0
Baths (F/H)	1 / 0	0 / 0	1 / 0	0 / 0
Style	Ranch	0	Ranch	0
Fireplace	No	0	No	0
Garage	Yes	0	No	0
Garage Size	1 Car	0	No Garage	0
Heating	Forced Air, Other	0	Other	0
Cooling	Ceiling Fan(s), Central Air	0	Central Air	0
Basement	No	0	Yes	0
Bsmt Type		0		0
Sqft	1,042	0	1,258	0
\$LP/Sqft	\$163.05	0	\$158.82	0
Acreage	0.21	0	0.16	0
Lot Features		0		0
Finish LLSF	0	0	0	0
Year Built	1951	0	1950	0
Tax Amount (W)	\$4,383 (S)/\$232 (W)	0/0	\$1,517 (S)/\$819 (W)	0/0

Price
Total Adjustments
Adjusted Price

\$169,900
\$0
\$169,900

\$199,800
\$0
\$199,800

Researched and prepared by Joseph Kollins
Gold House Realty Inc



Comparative Market Analysis

Tuesday, May 3, 2022

CMA Price Adjustments

This page outlines the subject property versus comparables properties.



Subject Property

Details

Adjust

Details

Adjust

MLS#	107 N Normal Street 543285944		609 Norris 543287528	
Status	Active		Active	
List Price	\$213,000		\$220,000	
List Date	02/11/2022		04/23/2022	
Sold Price	\$0		\$0	
Sold Date				
City	Ypsilanti	0	Ypsilanti	0
County	Washtenaw	0	Washtenaw	0
Subdiv		0		0
ADOM	0		1	
CDOM	0		1	
Arch Level	2 Story	0	1 Story	0
Beds	4	0	2	0
Baths (F/H)	2 / 0	0 / 0	1 / 0	0 / 0
Style	Other	0	Ranch	0
Fireplace	No	0	Yes	0
Garage	No	0	No	0
Garage Size	No Garage	0	No Garage	0
Heating	Forced Air, Other	0	Forced Air, Other	0
Cooling	Wall Unit(s)	0		0
Basement	Yes	0	Yes	0
Bsmt Type		0		0
Sqft	1,484	0	873	0
\$LP/Sqft	\$143.53	0	\$252.00	0
Acreage		0	0.27	0
Lot Features		0		0
Finish LLSF	0	0	0	0
Year Built	1844	0	1920	0
Tax Amount (W)	\$6,564 (S)/\$271 (W)	0/0	\$2,750 (S)/\$145 (W)	0/0

Price
Total Adjustments
Adjusted Price

\$213,000
\$0
\$213,000

\$220,000
\$0
\$220,000

Researched and prepared by Joseph Kollins
Gold House Realty Inc



Comparative Market Analysis

Tuesday, May 3, 2022

CMA Price Adjustments

This page outlines the subject property versus comparables properties.



Subject Property

Details

Adjust

Details

Adjust

MLS#	629 N River Street		1638 Golfview Drive	
Status	543287300		2210060625	
List Price	Pending		Pending	
List Date	\$260,000		\$305,530	
Sold Price	04/20/2022		07/27/2021	
Sold Date	\$0			
City	Ypsilanti	0	Ypsilanti	0
County	Washtenaw	0	Washtenaw	0
Subdiv		0		0
ADOM	4		169	
CDOM	4		169	
Arch Level	1 Story	0	2 Story	0
Beds	3	0	4	0
Baths (F/H)	2 / 0	0 / 0	2 / 1	0 / 0
Style	Ranch	0	Colonial	0
Fireplace	No	0	No	0
Garage	No	0	Yes	0
Garage Size	No Garage	0	2 Car	0
Heating	Forced Air, Other	0	Forced Air	0
Cooling	Ceiling Fan(s), Central Air	0	Central Air	0
Basement	Yes	0	Yes	0
Bsmt Type	Walkout Access	0	Unfinished	0
Sqft	1,020	0	2,009	0
\$LP/Sqft	\$254.90	0	\$152.08	0
Acreage	0.15	0		0
Lot Features		0		0
Finish LLSF	0	0		0
Year Built	1830	0	2021	0
Tax Amount (W)	\$3,228 (S)/\$170 (W)	0/0	\$321 (S)/\$96 (W)	0/0

Price
Total Adjustments
Adjusted Price

\$260,000
\$0
\$260,000

\$305,530
\$0
\$305,530

Researched and prepared by Joseph Kollins
Gold House Realty Inc



Comparative Market Analysis

Tuesday, May 3, 2022

CMA Price Adjustments

This page outlines the subject property versus comparables properties.



<u>Subject Property</u>		<u>Details</u>	<u>Adjust</u>	<u>Details</u>	<u>Adjust</u>
MLS#		615 N River Street		705 DWIGHT Street	
		543283461		2210098227	
Status		Sold		Sold	
List Price		\$199,900		\$255,900	
List Date		08/18/2021		11/29/2021	
Sold Price	\$0	\$195,000		\$261,000	
Sold Date		12/01/2021		12/28/2021	
City		Ypsilanti	0	Ypsilanti	0
County		Washtenaw	0	Washtenaw	0
Subdiv			0	PROSPECT PARK SUB	0
ADOM		47		9	
CDOM		47		9	
Arch Level		2 Story	0	1 1/2 Story	0
Beds		5	0	4	0
Baths (F/H)		2 / 1	0 / 0	2 / 0	0 / 0
Style		Colonial, Early American	0	Bungalow	0
Fireplace		No	0	No	0
Garage		Yes	0	Yes	0
Garage Size			0	1 Car	0
Heating		Forced Air, Other	0	Forced Air	0
Cooling			0	Ceiling Fan(s), Central Air	0
Basement		Yes	0	Yes	0
Bsmt Type			0	Daylight	0
Sqft		1,372	0	1,214	0
\$LP/Sqft		\$145.70	0	\$210.79	0
Acreage		0.25	0	0.17	0
Lot Features			0	Level, Native Plants, Wood	0
Finish LLSF		0	0	700	0
Year Built		1880	0	1943	0
Tax Amount (W)		\$3,683 (S)/\$169 (W)	0/0	\$6,573 (S)/\$153 (W)	0/0

Price	\$195,000	\$261,000
Total Adjustments	\$0	\$0
Adjusted Price	\$195,000	\$261,000

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Gold House Realty Inc



Comparative Market Analysis

Tuesday, May 3, 2022

CMA Price Adjustments

This page outlines the subject property versus comparables properties.



<u>Subject Property</u>		<u>Details</u>	<u>Adjust</u>	<u>Details</u>	<u>Adjust</u>
MLS#		711 Hemphill Street		118 MAPLE Street	
Status		543286396		2210088044	
List Price		Sold		Sold	
List Date		\$264,900		\$285,000	
List Date		03/04/2022		10/20/2021	
Sold Price		\$264,900		\$285,000	
Sold Date		04/21/2022		12/13/2021	
City		Ypsilanti	0	Ypsilanti	0
County		Washtenaw	0	Washtenaw	0
Subdiv			0	MARK NORRIS ADD	0
ADOM		11		2	
CDOM		11		2	
Arch Level		2 Story	0	Tri-Level	0
Beds		3	0	6	0
Baths (F/H)		2 / 0	0 / 0	3 / 1	0 / 0
Style		Farmhouse	0	Colonial	0
Fireplace		Yes	0	No	0
Garage		Yes	0	No	0
Garage Size		2 Car	0	No Garage	0
Heating		Forced Air, Other	0	Forced Air	0
Cooling		Central Air	0		0
Basement		Yes	0	No	0
Bsmt Type			0	Unfinished	0
Sqft		1,404	0	2,412	0
\$LP/Sqft		\$188.68	0	\$118.16	0
Acreage		0.17	0	0.19	0
Lot Features			0		0
Finish LLSF		737	0		0
Year Built		1928	0	1920	0
Tax Amount (W)		\$4,046 (S)/\$214 (W)	0/0	\$5,207 (S)/\$207 (W)	0/0

Price	\$264,900	\$285,000
Total Adjustments	\$0	\$0
Adjusted Price	\$264,900	\$285,000

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Gold House Realty Inc



Comparative Market Analysis

Tuesday, May 3, 2022

CMA Price Adjustments

This page outlines the subject property versus comparables properties.



Subject Property

Details

Adjust

Details

Adjust

MLS#	702 Stanley Street		712 Stanley Street	
Status	543285889		543286150	
List Price	Sold		Sold	
List Date	\$279,800		\$290,000	
Sold Price	01/31/2022		02/28/2022	
Sold Date	\$299,800		\$330,000	
City	03/04/2022		04/08/2022	
County	Ypsilanti	0	Ypsilanti	0
Subdiv	Washtenaw	0	Washtenaw	0
ADOM		0		0
CDOM	6		5	
Arch Level	1 1/2 Story	0	1 1/2 Story	0
Beds	3	0	3	0
Baths (F/H)	1 / 0	0 / 0	1 / 0	0 / 0
Style	Other	0	Cape Cod	0
Fireplace	Yes	0	No	0
Garage	Yes	0	Yes	0
Garage Size	1 Car	0	2.5 Car	0
Heating	Forced Air, Other	0	Forced Air, Other	0
Cooling	Wall Unit(s)	0	Ceiling Fan(s), Central Air	0
Basement	Yes	0	Yes	0
Bsmt Type	Partially Finished	0	Partially Finished	0
Sqft	1,423	0	1,470	0
\$LP/Sqft	\$196.63	0	\$197.28	0
Acreage	0.18	0	0.35	0
Lot Features		0		0
Finish LLSF	400	0	0	0
Year Built	1942	0	1942	0
Tax Amount (W)	\$4,627 (S)/\$244 (W)	0/0	\$3,670 (S)/\$191 (W)	0/0

Price	\$299,800	\$330,000
Total Adjustments	\$0	\$0
Adjusted Price	\$299,800	\$330,000

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Comparative Market Analysis

Tuesday, May 3, 2022

CMA Price Adjustments

This page outlines the subject property versus comparables properties.



<u>Subject Property</u>		<u>Details</u>	<u>Adjust</u>
MLS#		18 S Normal Street	
Status		543286304	
List Price		Sold	
List Date		\$364,900	
Sold Price	\$0	03/02/2022	
Sold Date		\$385,000	
City		04/27/2022	
County		Ypsilanti	0
Subdiv		Washtenaw	0
ADOM			0
CDOM		4	
Arch Level		2 1/2 Story	0
Beds		4	0
Baths (F/H)		1 / 1	0 / 0
Style		Tudor	0
Fireplace		Yes	0
Garage		Yes	0
Garage Size		2 Car	0
Heating		Hot Water, Other	0
Cooling		Ceiling Fan(s), Wall Unit(s)	0
Basement		Yes	0
Bsmt Type			0
Sqft		2,088	0
\$LP/Sqft		\$174.76	0
Acreage		0.20	0
Lot Features			0
Finish LLSF		0	0
Year Built		1922	0
Tax Amount (W)		\$5,054 (S)/\$267 (W)	0/0

Price	\$385,000
Total Adjustments	\$0
Adjusted Price	\$385,000

Researched and prepared by **Joseph Kollins**
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Comparative Market Analysis

Tuesday, May 3, 2022

Minimums and Maximums

This page summarizes key fields of the listings in this analysis.

The listings in this analysis can be summarized as follows:

Listing Price between \$169,900 and \$364,900

2 to 6 Bedrooms

1.0 to 3.0 Full Bathrooms and 0.0 to 1.0 Half Bathroom

873 to 2,412 Square Feet

\$118.16 to \$254.90 per Square Foot

\$0 to \$224 per Sold Square Foot

Year Built between 1830 and 2021 years

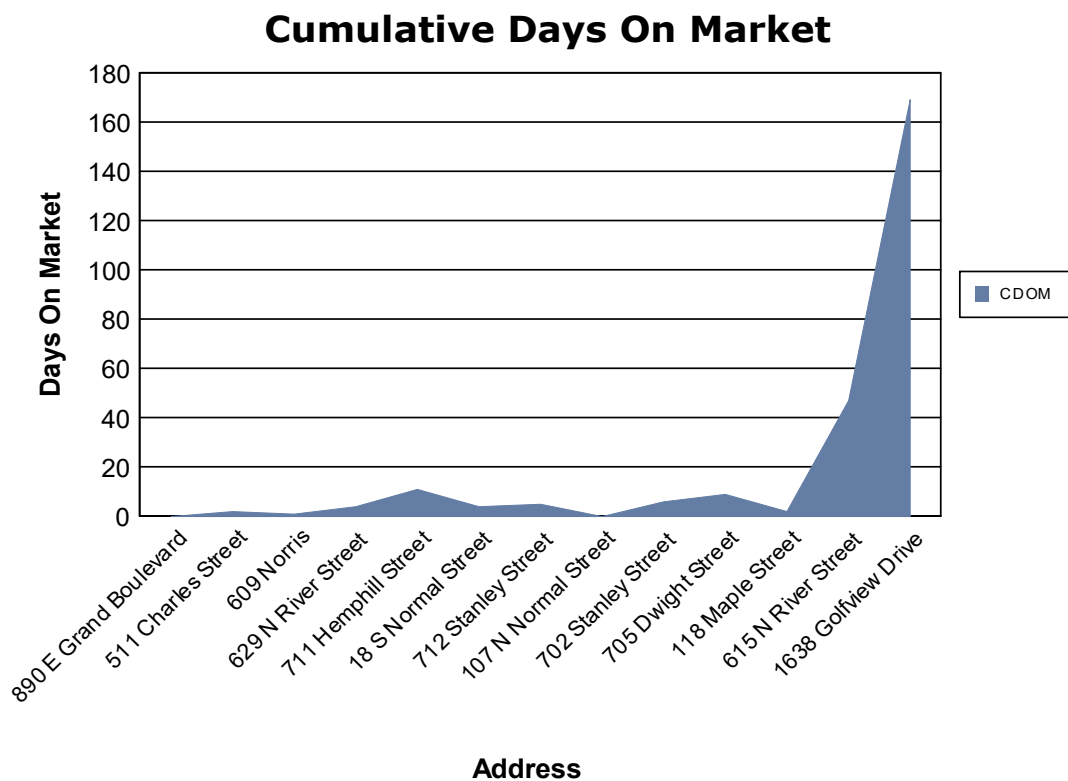
0 to 169 Cumulative Days on Market

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Gold House Realty Inc



Number of Cumulative Days On Market

This graph illustrates the number of cumulative days on market for the listings in this analysis.

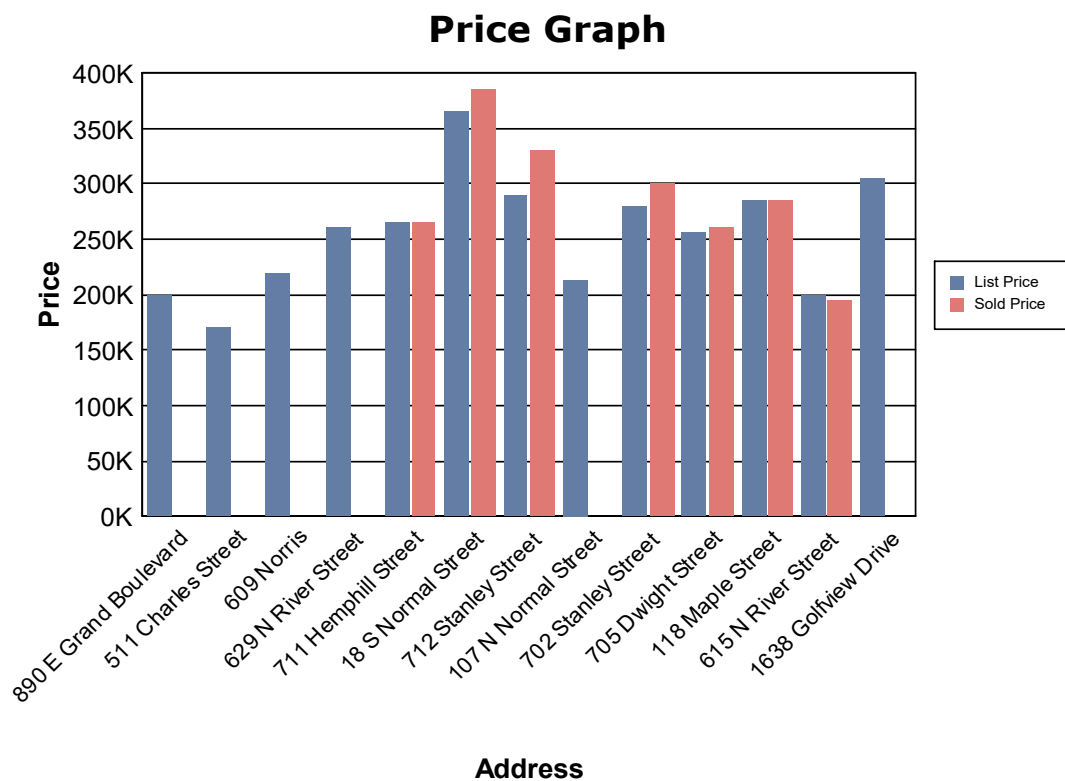


Comparative Market Analysis

Tuesday, May 3, 2022

List Price and Sale Price

This graph illustrates the list price, along with sale price in Sold listings.



Researched and prepared by **Joseph Kollins**
Gold House Realty Inc



Comparative Market Analysis

Tuesday, May 3, 2022

Brief Summary of Compared Listings

This report summarizes the comparable listings contained in this market analysis.

Status: Active

MLS#	Stat Date	Address	City	Sqft	Bds	Bth	L/S Price	\$/Sqft	CDOM
543287631	04/27/2022	890 E Grand Boulevard	Ypsilanti	1,258	3	1.0	\$199,800	\$158.82	0
543285944	02/11/2022	107 N Normal Street	Ypsilanti	1,484	4	2.0	\$213,000	\$143.53	0
543287528	04/23/2022	609 Norris	Ypsilanti	873	2	1.0	\$220,000	\$252.00	1
Averages:				1,205	3	1.3	\$210,933	\$184.79	0

Status: Accepting Backup Offers

MLS#	Stat Date	Address	City	Sqft	Bds	Bth	L/S Price	\$/Sqft	CDOM
543287626	05/01/2022	511 Charles Street	Ypsilanti	1,042	2	1.0	\$169,900	\$163.05	2
Averages:				1,042	2	1.0	\$169,900	\$163.05	2

Status: Pending

MLS#	Stat Date	Address	City	Sqft	Bds	Bth	L/S Price	\$/Sqft	CDOM
543287300	04/26/2022	629 N River Street	Ypsilanti	1,020	3	2.0	\$260,000	\$254.90	4
2210060625	01/12/2022	1638 Golfview Drive	Ypsilanti	2,009	4	2.1	\$305,530	\$152.08	169
Averages:				1,515	4	2.0	\$282,765	\$203.49	87

Status: Sold

MLS#	Stat Date	Address	City	Sqft	Bds	Bth	L/S Price	\$/Sqft	CDOM
543283461	12/01/2021	615 N River Street	Ypsilanti	1,372	5	2.1	\$195,000	\$142.13	47
2210098227	12/28/2021	705 Dwight Street	Ypsilanti	1,214	4	2.0	\$261,000	\$214.99	9
543286396	04/21/2022	711 Hemphill Street	Ypsilanti	1,404	3	2.0	\$264,900	\$188.68	11
2210088044	12/13/2021	118 Maple Street	Ypsilanti	2,412	6	3.1	\$285,000	\$118.16	2
543285889	03/04/2022	702 Stanley Street	Ypsilanti	1,423	3	1.0	\$299,800	\$210.68	6
543286150	04/08/2022	712 Stanley Street	Ypsilanti	1,470	3	1.0	\$330,000	\$224.49	5
543286304	04/27/2022	18 S Normal Street	Ypsilanti	2,088	4	1.1	\$385,000	\$184.39	4
Averages:				1,626	4	1.7	\$288,671	\$183.36	12

Researched and prepared by Joseph Kollins

261253



Comparative Market Analysis

Tuesday, May 3, 2022

Brief Summary of Compared Listings

This report summarizes the comparable listings contained in this market analysis.

Summary

Status	Total	Avg Price	Avg \$ Per SqFt	Median	Low	High	Avg CDOM
ACTIVE	3	\$210,933	\$184.79	\$213,000	\$199,800	\$220,000	0
Coming Soon							
Contingent-CCS							
Accepting BO	1	\$169,900	\$163.05	\$169,900	\$169,900	\$169,900	2
PENDING	2	\$282,765	\$203.49	\$282,765	\$260,000	\$305,530	87
SOLD	7	\$288,671	\$183.36	\$285,000	\$195,000	\$385,000	12
EXPIRED							
Cond WTHDRWN							
Uncl WTHDRWN							
Total	13	\$288,671	\$183.36	\$261,000	\$169,900	\$385,000	20

Researched and prepared by **Joseph Kollins**
261253



Comparative Market Analysis

Tuesday, May 3, 2022

CMA 3-Up Comparison w/ Subject

This page outlines the subject property versus comparables in a 3-column format.

			
MLS #		543287631	543287626
Property Type		Residential	Residential
Status		Active	Accepting Backup Offers
Street Address		890 E Grand Boulevard	511 Charles Street
Town		Ypsilanti	Ypsilanti
ZIP		48198	48198-3810
County		Washtenaw	Washtenaw
Subdivision			
Sq Ft		1,258	1,042
Acreage		0.16	0.21
Lot Features			
Year Built		1950	1951
Beds		3	2
Baths (F/H)		1 / 0	1 / 0
Style		Ranch	Ranch
Original Price	\$0	\$199,800	\$169,900
Listing Date		04/27/2022	04/28/2022
Listing Price	\$0	\$199,800	\$169,900
Price per SqFt	\$0.00	\$158.82	\$163.05
Sold Date			
Sold Price	\$0		
CDOM		0	2
Taxes Paid	(W)	\$1,517 (S)/\$819 (W)	\$4,383 (S)/\$232 (W)
School District		Ypsilanti	Ypsilanti
Cooling		Central Air	Ceiling Fan(s), Central Air
Heating		Other	Forced Air, Other
Garage		No	Yes
Basement		Yes	No
Basement Type			
Fireplace		No	No
Remarks		Showings will start Saturday April 30th. Tucked away off E Grand Blvd you will find this well-maintained three bedroom one bath spacious ranch home that is perfect for first floor living. Once you walk into the door you feel the cozy living room with a huge front window that looks out on your front yard that could be perfect for gardening, yard games or any other fun outdoor activity. The kitchen is brightly lit with granite counters and a bay window nook provides a spot for eating in and prep space for chef's helpers! Your	ALL OFFERS DUE SUNDAY MAY 1ST @ 5 P.M. Walk to Depot Town and have a home with almost a quarter acre fenced yard. This starter ranch is ready for a new owner. Featuring a large living room/dining room combination. Updates include, bath, most windows and carpet. The fully fenced, private, deep back yard faces Prospect Park. There's a one car detached garage. Location Location, Location! Walk to the elementary school and Depot Town. 3 minutes to Eastern Michigan University, St. Joseph's

Researched and prepared by **Joseph Kollins**
Gold House Realty Inc



Comparative Market Analysis

Tuesday, May 3, 2022

CMA 3-Up Comparison w/ Subject

This page outlines the subject property versus comparables in a 3-column format.

			
MLS #		543287528	543287300
Property Type		Residential	Residential
Status		Active	Pending
Street Address		609 Norris	629 N River Street
Town		Ypsilanti	Ypsilanti
ZIP		48198	48198-2820
County		Washtenaw	Washtenaw
Subdivision			
Sq Ft		873	1,020
Acreage		0.27	0.15
Lot Features			
Year Built		1920	1830
Beds		2	3
Baths (F/H)		1 / 0	2 / 0
Style		Ranch	Ranch
Original Price	\$0	\$220,000	\$260,000
Listing Date		04/23/2022	04/20/2022
Listing Price	\$0	\$220,000	\$260,000
Price per SqFt	\$0.00	\$252.00	\$254.90
Sold Date			
Sold Price	\$0		
CDOM		1	4
Taxes Paid	(W)	\$2,750 (S)/\$145 (W)	\$3,228 (S)/\$170 (W)
School District		Ypsilanti	Ypsilanti
Cooling		Forced Air, Other	Ceiling Fan(s), Central Air
Heating		No	Forced Air, Other
Garage		Yes	No
Basement		Yes	Yes
Basement Type		Yes	Walkout Access
Fireplace			No
Remarks		OFFER DEADLINE Tuesday, 5/3 at 5pm. This adorable two bedroom ranch in Depot Town has the perfect location! Just two blocks to everything on Cross Street in Depot Town and backing to Frog Island Park, you can take advantage of everything that Depot Town has to offer! You'll love the open floor plan with a dedicated dining room, spacious kitchen with room for a breakfast bar, and the cozy brick fireplace in the living room. You'll have loads of storage or a flex space in the basement. Hang out on the	**Highest and Best deadline of 5p on 4/25** Located in Ypsilanti's Depot Town, this charming home is steps from Arbor Brewing's Microbrewery. This home features 3 bedrooms and two full baths, with a finished, walkout basement. Entering the home from the covered porch, the combined family/dining room offers plenty of light for entertaining. The kitchen features maple hardwood floors, granite countertops, stainless appliances, and recessed lighting. Downstairs, a finished basement extends your living

Researched and prepared by **Joseph Kollins**
Gold House Realty Inc



Comparative Market Analysis

Tuesday, May 3, 2022

CMA 3-Up Comparison w/ Subject

This page outlines the subject property versus comparables in a 3-column format.

			
MLS #		543286396	543286304
Property Type		Residential	Residential
Status		Sold	Sold
Street Address		711 Hemphill Street	18 S Normal Street
Town		Ypsilanti	Ypsilanti
ZIP		48198-3076	48197-4702
County		Washtenaw	Washtenaw
Subdivision			
Sq Ft		1,404	2,088
Acreage		0.17	0.20
Lot Features			
Year Built		1928	1922
Beds		3	4
Baths (F/H)		2 / 0	1 / 1
Style		Farmhouse	Tudor
Original Price	\$0	\$264,900	\$364,900
Listing Date		03/04/2022	03/02/2022
Listing Price	\$0	\$264,900	\$364,900
Price per SqFt	\$0.00	\$188.68	\$184.39
Sold Date		04/21/2022	04/27/2022
Sold Price	\$0	\$264,900	\$385,000
CDOM		11	4
Taxes Paid	(W)	\$4,046 (S)/\$214 (W)	\$5,054 (S)/\$267 (W)
School District		Ypsilanti	Ypsilanti
Cooling		Central Air	Ceiling Fan(s), Wall Unit(s)
Heating		Forced Air, Other	Hot Water, Other
Garage		Yes	Yes
Basement		Yes	Yes
Basement Type			
Fireplace		Yes	Yes
Remarks		All offers due Tuesday March 8th by 7pm. Charming 3 bedroom 2 bathroom steps away from Depot Town is a gem for the buyer that sees its incredible potential. This farmhouse-style home with lots of history is surprisingly spacious with hardwood floors throughout the main floor. The first floor also has an open flow and plenty of natural light. The kitchen features custom-created tile work and stainless-steel appliances, with potential to expand the space. Enjoy your meals in the dining room while taking in the view of	You won't want to miss the opportunity to walk through the front door of one of our communities most beautiful homes featured in Ypsilanti's 2018 Historic Architectural Home Tour. Original woodwork and hardwood floors throughout. Coved ceilings and leaded glass door handles. The first floor has both a generous living room and formal dining room. Fireplace with a wood burner. Updated kitchen with cherry cabinets, quartz countertops, tile backsplash, and heated terrazzo floors.

Researched and prepared by **Joseph Kollins**
Gold House Realty Inc



Comparative Market Analysis

Tuesday, May 3, 2022

CMA 3-Up Comparison w/ Subject

This page outlines the subject property versus comparables in a 3-column format.

			
MLS #		543286150	543285944
Property Type		Residential	Residential
Status		Sold	Active
Street Address		712 Stanley Street	107 N Normal Street
Town		Ypsilanti	Ypsilanti
ZIP		48198-3013	48197-2710
County		Washtenaw	Washtenaw
Subdivision			
Sq Ft		1,470	1,484
Acreage		0.35	
Lot Features			
Year Built		1942	1844
Beds		3	4
Baths (F/H)		1 / 0	2 / 0
Style		Cape Cod	Other
Original Price	\$0	\$290,000	\$213,000
Listing Date		02/28/2022	02/11/2022
Listing Price	\$0	\$290,000	\$213,000
Price per SqFt	\$0.00	\$224.49	\$143.53
Sold Date		04/08/2022	
Sold Price	\$0	\$330,000	
CDOM		5	0
Taxes Paid	(W)	\$3,670 (S)/\$191 (W)	\$6,564 (S)/\$271 (W)
School District		Ypsilanti	Ypsilanti
Cooling		Ceiling Fan(s), Central Air	Wall Unit(s)
Heating		Forced Air, Other	Forced Air, Other
Garage		Yes	No
Basement		Yes	Yes
Basement Type		Partially Finished	
Fireplace		No	No
Remarks		Highest and best due by 6pm on Friday, March 4! Tucked in a quiet neighborhood just north of Depot Town, this Cape Cod on a spacious double lot is the perfect mix of historic character and modern comfort. The updates have already started (newer roof, furnace/AC, and water heater) but there are still opportunities to make it your own. Welcome friends in the large living room with coved ceilings and ample natural light. Next door is an efficient kitchen with pass-through and a cozy dining room with bay window and built-in	Great residential OR income property! Walk to EMU! This 4 bed 2 full bath home offers spacious living room and hardwood throughout most of the entry level. Two bedrooms on the main floor share one bath & the two bedrooms upstairs share the 2nd full bath. The electric panel is newer and carpet replaced in 2019. The shared driveway leads to off street parking with room for 3-4 cars behind the house. Lease runs through mid-Aug 2022. Showings Tues 12-5, Thurs 4-7, Sat 12-5 only. 48 Hour

Researched and prepared by **Joseph Kollins**
Gold House Realty Inc



Comparative Market Analysis

Tuesday, May 3, 2022

CMA 3-Up Comparison w/ Subject

This page outlines the subject property versus comparables in a 3-column format.

			
MLS #		543285889	2210098227
Property Type		Residential	Residential
Status		Sold	Sold
Street Address		702 Stanley Street	705 DWIGHT Street
Town		Ypsilanti	Ypsilanti
ZIP		48198-3013	48198-3072
County		Washtenaw	Washtenaw
Subdivision			PROSPECT PARK SUB
Sq Ft		1,423	1,214
Acreage		0.18	0.17
Lot Features			Level, Native Plants, Wooded
Year Built		1942	1943
Beds		3	4
Baths (F/H)		1 / 0	2 / 0
Style		Other	Bungalow
Original Price	\$0	\$279,800	\$255,900
Listing Date		01/31/2022	11/29/2021
Listing Price	\$0	\$279,800	\$255,900
Price per SqFt	\$0.00	\$210.68	\$214.99
Sold Date		03/04/2022	12/28/2021
Sold Price	\$0	\$299,800	\$261,000
CDOM		6	9
Taxes Paid	(W)	\$4,627 (S)/\$244 (W)	\$6,573 (S)/\$153 (W)
School District		Ypsilanti	Ypsilanti
Cooling		Wall Unit(s)	Ceiling Fan(s), Central Air
Heating		Forced Air, Other	Forced Air
Garage		Yes	Yes
Basement		Yes	Yes
Basement Type		Partially Finished	Daylight
Fireplace		Yes	No
Remarks		HIGHEST & BEST DUE MONDAY 2/7 @ NOON. Charming 1.5 Story Home on Quiet Street in Sought After Ypsilanti Neighborhood is just Steps from Depot Town, Eastern Michigan University and Downtown Ypsilanti. Living Room with Gorgeous Hardwood Floor, Cove Ceiling and Arched Doorway. Updated Kitchen with White Raised Panel Cabinets, Stainless Steel Refrigerator and Range/Oven and Island. Huge 2nd Floor Master Bedroom with Wide Open Space, Dual Walk-in Closets and Study/Sitting	ABSOLUTELY CUTE & UPDATED THIS 1 1/2 STORY BUNGALOW STANDS OUT AND SCREAMS "SEE ME"! PLASTER COVE CEILINGS, ARCHED DOORWAYS & REFINISHED WOOD FLOORS THROUGHOUT WON'T DISAPPOINT. UPDATED KITCHEN W/ CUSTOM BUTCHER BLOCK C. TOPS, REDONE CABINETS, CERAMIC BK SPLASH, NEW FLOORING & LIGHTING TOO! UPSTAIRS MASTER BOOSTS 24X12 FT. OF SPACE W/ LARGE WALK-IN CLOSET AND BUILT INS. THE TWO ENTRY LEVEL BEDROOMS ARE A

Researched and prepared by **Joseph Kollins**
Gold House Realty Inc



Comparative Market Analysis

Tuesday, May 3, 2022

CMA 3-Up Comparison w/ Subject

This page outlines the subject property versus comparables in a 3-column format.

			
MLS #		2210088044	543283461
Property Type		Residential	Residential
Status		Sold	Sold
Street Address		118 MAPLE Street	615 N River Street
Town		Ypsilanti	Ypsilanti
ZIP		48198-2981	48197-2820
County		Washtenaw	Washtenaw
Subdivision		MARK NORRIS ADD	
Sq Ft		2,412	1,372
Acreage		0.19	0.25
Lot Features			
Year Built		1920	1880
Beds		6	5
Baths (F/H)		3 / 1	2 / 1
Style		Colonial	Colonial, Early American
Original Price	\$0	\$285,000	\$245,000
Listing Date		10/20/2021	08/18/2021
Listing Price	\$0	\$285,000	\$199,900
Price per SqFt	\$0.00	\$118.16	\$142.13
Sold Date		12/13/2021	12/01/2021
Sold Price	\$0	\$285,000	\$195,000
CDOM		2	47
Taxes Paid	(W)	\$5,207 (S)/\$207 (W)	\$3,683 (S)/\$169 (W)
School District		Ypsilanti	Ypsilanti
Cooling		Forced Air	Forced Air, Other
Heating		No	Yes
Garage		No	Yes
Basement		No	No
Basement Type		Unfinished	
Fireplace		No	
Remarks		Good money maker!! One block from depot town and two houses from "Rosie the Riveters" personal home. Updates include newer roof, stairs on outside, newer washer and dryer. Owner is rental certified. Also, the rents could go up to 800, 1200, 1500 as they haven't been raised in a while.	HERE IS YOUR CHANCE TO MOVE INTO YPSILANTI'S HISTORIC DEPOT TOWN!!! JUST A SHORT WALK DOWN THE STREET AND YOU ARE THERE! THIS IS A WELL CARED FOR AND CHARMING, MOVE IN READY HOME WITH 5 BEDROOMS 2 FULL BATHS, SPACIOUS SUN DRENCHED KITCHEN, LOVELY FRONT LIVING AREA AND SO MANY GREAT BUILT-INS FROM THAT ERA TOO! THIS LOVELY HOME IS ON A LARGE RARE LOT (66 X 165) WITH A DETACHED 2 CAR CARPORT & SECOND GARAGE W/ WORKSHOP, AND AN IN

Researched and prepared by **Joseph Kollins**
Gold House Realty Inc



Comparative Market Analysis

Tuesday, May 3, 2022

CMA 3-Up Comparison w/ Subject

This page outlines the subject property versus comparables in a 3-column format.

		
MLS #		2210060625
Property Type		Residential
Status		Pending
Street Address		1638 Golfview Drive
Town		Ypsilanti
ZIP		48198
County		Washtenaw
Subdivision		
Sq Ft		2,009
Acreage		
Lot Features		
Year Built		2021
Beds		4
Baths (F/H)		2 / 1
Style		Colonial
Original Price	\$0	\$323,530
Listing Date		07/27/2021
Listing Price	\$0	\$305,530
Price per SqFt	\$0.00	\$152.08
Sold Date		
Sold Price	\$0	
CDOM		169
Taxes Paid	(W)	\$321 (S)/\$96 (W)
School District		Ypsilanti
Cooling		Central Air
Heating		Forced Air
Garage		Yes
Basement		Yes
Basement Type		Unfinished
Fireplace		No
Remarks		Don't miss this opportunity to own a BEAUTIFUL NEW 2 Story home in the Fairway Glens Community! The elegant 2002 Plan offers flex room on the main floor. The kitchen features gorgeous cabinets, granite countertops, and stainless-steel appliances (includes, range, microwave, and dishwasher). All bedrooms including the laundry room are on the 2nd floor. The primary suite has a private bath with dual vanity sinks and a walk-in closet. This desirable plan also comes complete with a 2-car garage and

Researched and prepared by **Joseph Kollins**
Gold House Realty Inc





Comparative Market Analysis

Tuesday, May 3, 2022

Pricing Recommendation

This page suggests an estimated value based on a thorough analysis of your property.

After analyzing your property, comparable properties on the market now, recent sales and comparable properties that failed to sell, I conclude that in the current market, your property is most likely to sell for .



Researched and prepared by **Joseph Kollins**
Gold House Realty Inc



Ypsilanti, MI Segmentation and Movership Report and Sales and Marketing Plan



March, 2022

220 Park Street Ypsilanti Sales and Marketing Plan

Renovare Development's Managing Partner Shannon Morgan has been a licensed Realtor for 27 years and has lead sales teams throughout the country in her former position as Senior Vice President of Crosswinds Communities and Home Renewal Systems. Shannon has completed various affordable housing projects that focused on down payment assistance and homeownership in distressed communities in partnership with local units of government, state agencies and local Public Housing Authorities. She managed (for sale) Neighborhood Stabilization for the cities of Ferndale, Oak Park, Hazel Park, Pontiac, Keego Harbor, Ortonville, Lake Orion, Ecorse, River Rouge, Inkster, Redford, Westland, Toledo, Highland Park, Hamtramck, Harper Woods, Detroit, East Pointe, Roseville, and Mt. Clemens.

Renovare Development is currently working in partnership with the Michigan Association of Realtors and will have a sales team assigned with specific expertise in affordable for sale housing including:

1. A project designated website, that will incorporate full site plans, lot information, architectural layouts, building plans, a detailed list of the material specifications, and a project narrative
2. A virtual reality tour of each floor plan (Townhome, D Row and Duplex)
3. An online waitlist will be available for interested candidates who will be processed on a first come, first serve basis in accordance with all Fair Housing regulations. Any candidates that are interested in the affordable units will have to complete an application process for income certification and will be required to complete homebuyers counseling through an approved non-profit to be approved
4. The development team will work with the City of Ypsilanti, Washtenaw County, The Michigan Association of Realtors, and the Michigan Association of Homebuilders to market the development through a series of press releases, public platforms, social media posts, and email blasts
5. The Developer has completed a Market and Segmentation Study and Movership Report to identify the buyer profile and demographics. That information will be utilized to create a geo-fence marketing campaign through social media platforms
6. The sales team will host multiple open house events in partnership with the city at designated community centers. The open house will include local community lenders, home counselors, the development team, and sales staff

6. Available units will be marketed through the Multiple Listing Service
7. The developer will cooperate and pay full commissions to licensed buyer's agents
8. The sales team will work with all buyers to coordinate the closing process timely and effectively
9. The development team will be working with Fidelity Title to facilitate the closing process and work with the city during the administration of the deed restrictions

Ypsilanti & Park Street Area Demographic Snap Shot

- After a decade of declining population and households from 2000 to 2010 in Ypsilanti, both are estimated to have increased from 2010 to 2020; 8% for population and 5% for households. 2025 projections show further increases.
- Median household income is currently at \$37,941 and is projected to increase to \$42,124 by 2025 in Ypsilanti. An increase of 11%. Median household income close to the Park Street area is very similar at \$37,251 and are also projected to increase by a similar percentage to 41,349 by 2025.
- Median age is 24.6 for Ypsilanti. Closer to the Park Street area, median age is somewhat older at 33.3. Movership data shows that while a younger population is moving to Ypsilanti as a whole, the Park Street area is also attracting slightly older households.
- Of the 18,705 total households in Ypsilanti, 66% are never married and 21% are married. In the Park Street area, 52% are never married and 29% are married.
- 39.3% have either a bachelors or graduate degree from college in Ypsilanti. 33% have had some experience going to college. In the Park Street area, 31% have a college degree while 31% have some college experience.

What is Mosaic Segmentation...

- MOSAIC is a geodemographic system developed by Experian
- Each of the nearly one quarter million block groups were classified into 71 segments on the basis of a wide range of demographic characteristics
- The basic premise of geodemographic segmentation is that people tend to gravitate towards communities with other people of similar backgrounds, interests, and means

Ypsilanti Segmentation Breakdown – Primary (60% of the market)

49% of the top part of the Ypsilanti Market is dominated by well educated young singles.

Category	# HH	% Share
Colleges and Cafes	2,916	34%
Family Funtastic	563	7%
Ambitious Singles	501	6%
Passionate Parents	410	5%
Influenced by Influencers	375	4%
Consummate Consumer	336	4%
TOTAL	5,101	60%

In comparing this to the Park Street Area, Colleges and Cafes also dominate at 21% but you are also seeing more white collar older households aged 50 to 65 at 9%. The majority of the other major groups for Park Street is made up of young groups called Singles and Starters (under 35 years old with upwardly mobile aspirations) and Significant Singles (diversely aged singles earning mid-scale incomes supporting active city styles of living).

Colleges and Cafes – Predominate Income: \$15K to \$35K

- 19 to 30 years old
- Well educated and employed in entry level sales and service jobs
- Many (64%) are never married singles without children
- Incomes are mostly under \$50K
- Mostly renters (67%)
- Includes recent college graduates working in college communities

Family Funtastic – Predominate Income: \$125K to \$149K

- Upscale middle aged families with younger children
- Well educated with at least a college degree (61%)
- High incomes from professional and technical positions
- Most are homeowners who have lived in their homes 10 years or more (58%)

Ambitious Singles – Predominate Income: \$75K to \$99K

- Younger middle class singles, in their 30s or late 20s, without children mostly
- Most are college educated with white collar jobs

Passionate Parents – Predominate Income: \$15K to \$35K

- Young single parents
- Majority under 35 years old (55%)
- Lower Income and education levels
- Majority renters (90%)

Influenced by Influencers – Predominate Income: \$15K to \$50K

- Predominately young singles
- Educated and employed in entry level professional jobs
- 72% under 30 years old
- 75% are renters and have lived in their residence less than 3 years

Consummate Consumer – Predominate Income \$75K to \$99K

- Upper middle class about to or have retired
- Mostly aged 51 to 65
- College educated with comfortable incomes

Source: Experian Mosaic Segments

Ypsilanti & Park Street Area- Movership

Summary:

- The majority of the movers to Ypsilanti in the past year have come from within Washtenaw County (58%).
- 29% have come from outside Washtenaw County but within the same state
- 12% came from a different state
- 2% came from abroad

Stats for those coming from the same county:

- 48% had at least a bachelors degree, 37% had some college or associates
- 87% were never married
- 46% were from 20 to 24 years old
- 13% were from 25 to 29 years old
- Only 8% were over 45 years old
- \$17,785 median individual income

Stats for those coming from outside Washtenaw County but within Michigan reflect more of student population

- 38% had at least a bachelors degree, 54% had some college or associates
- 92% were never married
- 43% were from 18 or 19 years old
- 33% were from 20 to 24 years old
- Only 4% were over 45 years old
- \$15,603 median individual income

Summary: So on a whole, we are seeing a younger group move into Ypsilanti. Those coming from within Washtenaw County are young, educated, and mostly single. Those coming from outside the county but within Michigan are more of a student population – Very young, not married, and not as educated as of yet.

In looking at the area closer to the Park Street, a majority (68%) of movers to that area are 18 to 34 years old but in addition you are also seeing a good percentage (12%) move to this area that are 35 to 54. The percentage of movers in this older age group declines as you mover further out from Park Street and for Ypsilanti as a whole.

Source:
2019
American
Community
Survey

Month	Months of Inventory 2020	Months of Inventory 2021	Months of Inventory 2022
Jan			
Feb			
Mar		5	2
Apr			1.33
May	4	0.75	
Jun		1	
Jul	1.33	3.5	
Aug	5	1	
Sep	1.67	3	
Oct	1.67	0.5	
Nov	2.5		
Dec	0.67	0.33	

Month	Sale Price, Median 2012	Sale Price, Median 2013	Sale Price, Median 2014	Sale Price, Median 2015	Sale Price, Median 2016	Sale Price, Median 2017	Sale Price, Median 2018	Sale Price, Median 2019	Sale Price, Median 2020	Sale Price, Median 2021	Sale Price, Median 2022
Jan				\$152,700		\$212,500		\$171,000			
Feb					\$189,000			\$192,450	\$176,500		
Mar					\$160,000	\$155,450				\$181,000	\$299,800
Apr							\$299,900				\$330,000
May					\$190,500		\$220,000	\$174,250	\$249,346	\$224,000	
Jun				\$212,000	\$187,000	\$155,000	\$206,450	\$225,000		\$266,325	
Jul		\$177,000		\$157,000	\$173,450	\$220,000	\$200,200		\$270,300	\$193,000	
Aug			\$232,000	\$217,600	\$154,500	\$170,000	\$188,000	\$202,500	\$220,000	\$242,550	
Sep				\$179,000	\$156,930	\$166,700	\$214,900	\$200,000	\$196,250	\$270,000	
Oct				\$170,000		\$235,308	\$156,000	\$182,568	\$178,900	\$235,500	
Nov					\$245,000	\$170,500	\$177,500		\$216,700		
Dec			\$165,000		\$224,900	\$152,000		\$211,000	\$214,000	\$261,000	



PHASE II ENVIRONMENTAL SITE ASSESSMENT

220 N. Park Street, Ypsilanti, Michigan

PREPARED FOR Downriver Community Conference Brownfield Consortium
15100 Northline Road
Southgate, MI 48195

and

City of Ypsilanti
1 S. Huron Street
Ypsilanti, Michigan 48197

FUNDED BY USEPA 2020 Brownfields Assessment Grant
Cooperative Agreement No. BF-00E02888-0

PROJECT # 10627F2-2-20

DATE September 1, 2021

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Figure 3	Site Map with Soil Analytical Results Exceeding Part 201 Generic RCC

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APPENDICES

Appendix A.....	Soil Boring Logs
Appendix B.....	Analytical Laboratory Report and Chain of Custody Documentation

PHASE II ENVIRONMENTAL SITE ASSESSMENT

220 N. Park Street, Ypsilanti, Michigan
AKT Peerless Project No. 10627F2-2-20

1.0 Introduction

On behalf of City of Ypsilanti, Downriver Community Conference Brownfield Consortium (DCCBC; the Client and Grantee) retained AKT Peerless to conduct a Phase II Environmental Site Assessment (ESA) of the property located at 220 N. Park Street in Ypsilanti, Washtenaw County, Michigan (the subject property). This Phase II ESA was conducted in accordance with (1) AKT Peerless' Work Order for Environmental Consulting Services (Work Order Number PF-27560-1), dated May 6, 2021, and (2) AKT Peerless' Work Plan/Sampling and Analysis Plan (SAP), dated May 14, 2021, and is based on ASTM International Standard Practice E 1903-11, *Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process*.

This Phase II ESA was completed under DCCBC's United States Environmental Protection Agency (USEPA) Brownfields Assessment Grant (Cooperative Agreement BF-00E02888-0). On May 5, 2021, AKT Peerless submitted an eligibility determination letter to the USEPA Region 5 Brownfields Project Manager to allow for an assessment of the subject property under the hazardous substance assessment grant. USEPA accepted the eligibility determination on May 5, 2021.

The Phase II ESA scope of work was intended to evaluate the recognized environmental conditions (RECs) presented in Section 2.4.

AKT Peerless' Phase II ESA report documents the field activities, sampling protocols, and laboratory results associated with this assessment. AKT Peerless' Phase II ESA was performed for the benefit of DCCBC and City of Ypsilanti, who may rely on the contents and conclusions of this report.

2.0 Background

2.1 Site Description and Physical Setting

The subject property is located in the northeast ¼ of Section 9 (Township 3 South, Range 7 East), Ypsilanti, Washtenaw County, Michigan. The subject property is bordered to the west by N. Park Street, to the north by High Street, to the east by N. Grove Street, and to the south by a railroad. See the following table for additional subject property details:

Subject Property Identifiers

Address	Tax Identification Number	Owner of Record	Approximate Acreage
220 N. Park Street	11-11-09-111-004	City of Ypsilanti	4.46 acres

Refer to Figure 1 for a topographic site location map. See Figure 2 for a site map.

2.2 Subject Property History and Land Use

The subject property was owned by John Gilbert by 1859. John Gilbert constructed the existing mansion on the northern adjoining property at 227 N. Grove Street during his ownership and appears to have maintained the subject property as undeveloped grounds around the mansion until the mansion was vacated around 1928. The Gilbert mansion was briefly occupied by Arm of Honor Fraternity in the 1930s. In 1938, City of Ypsilanti acquired the subject property and Gilbert mansion through tax foreclosure and subsequently maintained the subject property as a recreational park. The Boys Club of Ypsilanti (later the Boys and Girls Club) appears to have begun using and/or maintaining the subject property by 1963. In the early 1970s, the Boys and Girls Club constructed the original portion of the former Club building, which was expanded in the 1990s. The Boys and Girls Club continued to occupy and maintain the subject property until vacating the former building in 2010. The former building and exterior basketball court and baseball diamond features were demolished in 2016. City of Ypsilanti has since kept the subject property in maintained lawn with no significant or obvious use.

2.3 Adjacent Property Land Use

The adjoining properties have included residential, light industrial, and industrial developments since at least 1916. The eastern adjoining property at 206 N. Grove Street was used for light industrial operations and oil storage between the 1950s and 1980s; the southern adjoining property at 103 N. Grove Street has been used for industrial operations since at least 1916; the southern adjoining property at 204 N. Park Street was used as a coal storage yard and bulk oil storage facility from at least 1927 until the 1970s; and the western adjoining property at 223 N. Park Street was used as a coal storage yard from at least 1916 until the 1960s.

2.4 Previous Environmental Investigations

In October 2015, AKT Peerless completed a Phase I ESA of the subject property. The Phase I ESA was conducted in accordance with USEPA Standards and Practices for All Appropriate Inquiries [(AAI), 40 Code of Federal Regulations (CFR) Part 312] and ASTM International Standard Practice E 1527-13. At the time of the assessment, the subject property was improved with one two-story commercial building formerly used as the Boys and Girls Club recreation center and associated exterior baseball diamond, basketball court, and landscaped and parking areas. The commercial building was unoccupied and not used for a significant or obvious purpose at that time.

AKT Peerless identified the following RECs in connection with the subject property:

REC 1 - During AKT Peerless' Site Reconnaissance, fill material (soil and concrete) was observed within the thick vegetation located along the southern property boundary. The nature and extent of this fill material is unknown.

REC 2 - A southeastern adjoining property (206 N. Grove Street) was identified as an oil distributor which utilized a bulk oil storage yard from the mid-1950s until the late 1970s. This site was also listed as a State Hazardous Waste Site (SHWS) and was identified on the Baseline Environmental Assessment (BEA) database. In AKT Peerless' opinion, the past use of this adjoining property and identification on the SHWS and BEA databases represents an REC.

REC 3 - A southern adjoining property (204 N. Park Street) was utilized as a coal storage yard and bulk oil and gasoline storage facility in the 1920s until the early 1970s. No information regarding any current or former underground storage tanks (USTs), aboveground storage tanks (ASTs),

installation and removal dates, business practices, or other environmental data was identified. In AKT Peerless' opinion, the past use of this adjoining property represents an REC.

REC 4 - A southern adjoining property (103 N. Grove Street) has been utilized for various industrial operations (including manufacturing, machine shop, foundry, and plating operations) from at least 1916 until the present day. This site was also listed on the Resource Conservation and Recovery Act (RCRA) and Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) databases with multiple hazardous waste violations identified. In AKT Peerless' opinion, the current and past use of this adjoining property represents an REC.

REC 5 - A western adjoining property (223 N. Park Street) historically operated as a coal storage yard from at least 1916 until the mid-1960s. In AKT Peerless' opinion, the past use of the western adjoining property represents an REC.

3.0 Phase II ESA Activities

The following sections summarize the subsurface investigation activities conducted by AKT Peerless.

3.1 Scope of Assessment

To further evaluate the above-identified RECs, AKT Peerless conducted a subsurface investigation at the subject property that included: (1) the advancement of four soil borings, and (2) the collection of five soil samples and one duplicate soil sample. The soil samples were submitted for laboratory analyses of volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), polynuclear aromatic hydrocarbons (PNAs), Michigan 10 Metals,¹ arsenic, cadmium, chromium, lead, and/or hexavalent chromium. Groundwater was not encountered during subsurface investigation activities.

AKT Peerless also collected additional quality assurance/quality control (QA/QC) samples (e.g., trip, field, and equipment blanks, and matrix spike samples) for laboratory analyses, as discussed in Section 3.2.5 below.

The following table summarizes each REC, the site investigation activities performed to address each REC, and the laboratory parameters used to address each REC.

Summary of Investigation Activity

REC #	Environmental Concern	Investigation Activity	Analytical Parameters
1	Fill material on the southern portion of the subject property.	PS-SB-1 (1'-3') Soil Duplicate (PS-SB-1, 1'-3')	VOCs, SVOCs, Michigan 10 Metals, PCBs, and hexavalent chromium

¹ Michigan 10 Metals include arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, and zinc.

REC #	Environmental Concern	Investigation Activity	Analytical Parameters
2	Historical use of the southeastern adjoining property (206 N. Grove Street) as an oil distributor/bulk oil storage yard.	PS-SB-2 (17'-19')	VOCs, SVOCs, Michigan 10 Metals, and hexavalent chromium
3	Historical use of the southern adjoining property (204 N. Park Street) as a coal storage yard and bulk oil and gasoline facility.	PS-SB-1 (10'-12') PS-SB-3 (16'-18')	VOCs, PNAs, arsenic, cadmium, chromium, lead, and hexavalent chromium
4	Current and historical use of the southern adjoining property (103 N. Grove Street) for industrial operations.	PS-SB-1 (10'-12') PS-SB-2 (17'-19')	VOCs, SVOCs, PNAs, Michigan 10 Metals, arsenic, cadmium, chromium, lead, and/or hexavalent chromium
5	Historical use of the western adjoining property (223 N. Park Street) as a coal storage yard.	PS-SB-4 (6'-8')	VOCs, PNAs, arsenic

3.1.1 Soil Evaluation

On June 17, 2021, AKT Peerless advanced four soil borings at the subject property. AKT Peerless used hydraulic drive/direct-push (Geoprobe®) techniques and followed the guidance outlined in ASTM International Standard Practice E1903-11, *Standard Practice of Environmental Site Assessments: Phase II Environmental Site Assessment Process*. AKT Peerless collected continuous soil samples from the soil borings in four-foot intervals to the maximum depth explored of 32 feet below ground surface (bgs). AKT Peerless personnel inspected, field-screened, and logged the samples collected at each soil boring location.

Refer to Figure 2 for a site map with soil boring locations. Boring logs are provided in **Appendix A**.

3.1.2 Groundwater Evaluation

AKT Peerless did not encounter groundwater during subsurface investigation activities at the subject property.

3.1.3 Deviations from the Sampling and Analysis Plan

This Phase II ESA was completed under a USEPA Brownfields Assessment Grant awarded to DCCBC. On May 14, 2021, AKT Peerless prepared a Work Plan/SAP on behalf of DCCBC. On the same date, the Work Plan/SAP was approved by the USEPA Region 5 Brownfields Project Manager.

AKT Peerless did not deviate from the Work Plan/SAP, except for the following:

- Groundwater was not encountered during subsurface investigation activities at the subject property and was therefore not sampled. In addition, groundwater QA/QC samples were also not prepared and/or collected. Consistent with the Work Plan/SAP, soil samples were collected from soil borings PS-SB-1 through PS-SB-4 in lieu of groundwater samples to evaluate the RECs associated with adjoining properties.

3.2 Quality Assurance/Quality Control

To ensure the accuracy of data collected during on-site activities, AKT Peerless implemented proper QA/QC measures. The QA/QC procedures included, but were not limited to, the following: (1) decontamination of sampling equipment before and between sampling events; (2) calibration of field equipment; (3) documentation of field activities; and (4) sample preservation techniques.

3.2.1 Decontamination of Equipment

During sample collection, AKT Peerless adhered to proper decontamination procedures. Sampling equipment was decontaminated using the following methods to minimize potential cross-contamination of soil samples:

- Steam-cleaning or washing and scrubbing the equipment with non-phosphate detergent;
- Rinsing the equipment;
- Air-drying the equipment.

3.2.2 Calibration of Field Equipment

During subsurface investigation activities, a photoionization detector (PID) was used to screen all soil samples. The PID was maintained in a calibrated condition using 100 ppm isobutylene span gas prior to subsurface investigation activities.

3.2.3 Documentation of Activities

During subsurface investigation activities, subject property conditions (i.e., soil boring locations, weather conditions) were documented. AKT Peerless visually inspected soil samples and prepared a geologic log for each soil boring. The logs include soil characteristics such as (1) color, (2) composition (e.g., sand, clay, or gravel), (3) soil moisture and water table depth, and (4) signs of possible contamination (i.e., stained or discolored soil, odors). Soil types were classified in accordance with ASTM International Standard Practice D-2488, *Unified Soil Classification System*. All soil samples were delivered to ALS Environmental's analytical laboratory in Holt, Michigan under chain-of-custody documentation.

See **Appendix A** for AKT Peerless' soil boring logs. See Figure 2 for site map with soil boring locations.

3.2.4 Sample Preservation Techniques

AKT Peerless collected soil samples according to USEPA Publication SW-846, *Test Methods for Evaluating Solid Waste*. Soil samples were collected in laboratory-supplied containers, stored on ice or at approximately four degrees Celsius, and submitted under chain-of-custody documentation.

Soil samples collected for VOCs analyses were field preserved with methanol in accordance with USEPA Method 5035. Soil samples collected for SVOCs, PNAs, PCBs and metals analyses were stored in unpreserved, eight-ounce wide-mouth jars.

3.2.5 QA/QC Sample Collection

During subsurface investigation activities conducted at the subject property on June 17, 2021, AKT Peerless collected various QA/QC samples for the soil medium, as summarized in the following table.

Summary of QA/QC Sampling

QA/QC Samples						
Matrix	Duplicate	Matrix Spike (MS)	Matrix Spike Duplicate (MSD)	Trip/Methanol Blank	Field Blank	Equipment Blank
Soil	1	1	1	1	1	1

The duplicate sample was submitted for laboratory analyses of VOCs, SVOCs, Michigan 10 Metals, PCBs, and hexavalent chromium. The MS and MSD samples were submitted for laboratory analyses of VOCs, SVOCs, Michigan 10 Metals, and PCBs. The trip blank, methanol blank, and field blank were submitted for laboratory analyses of VOCs. The equipment blank was submitted for laboratory analyses of VOCs, SVOCs, and Michigan 10 Metals.

Analytical results associated with the soil duplicate sample is summarized and discussed in Section 4.2.1. Analytical results associated with the remaining QA/QC samples are summarized and discussed in Section 4.2.2.

3.3 Laboratory Analyses and Methods

AKT Peerless submitted five soil samples and one soil duplicate sample for laboratory analyses. The following table summarizes the location, depth, matrix, and laboratory analyses for each sample.

Sample Collection Summary

Sample Identification	Sample Matrix	Sample Interval (feet bgs)	Target Parameter(s)
PS-SB-1	Soil	(1'-3')	VOCs, SVOCs, Michigan 10 Metals, PCBs, and hexavalent chromium
Soil Duplicate (PS-SB-1)	Soil	(1'-3')	VOCs, SVOCs, Michigan 10 Metals, PCBs, and hexavalent chromium
PS-SB-1	Soil	(10'-12')	VOCs, PNAs, arsenic, cadmium, chromium, lead, and hexavalent chromium
PS-SB-2	Soil	(17'-19')	VOCs, SVOCs, Michigan 10 Metals, and hexavalent chromium
PS-SB-3	Soil	(16'-18')	VOCs, PNAs, arsenic, cadmium, chromium, lead, and hexavalent chromium

Sample Identification	Sample Matrix	Sample Interval (feet bgs)	Target Parameter(s)
PS-SB-4	Soil	(6'-8')	VOCs, PNAs, and arsenic

The laboratory analyzed the soil samples for: (1) VOCs in accordance with USEPA Method SW8260C; (2) mercury in accordance with USEPA Method SW7470A/SW7471B, (3) remaining Michigan 10 Metals in accordance with USEPA Method SW6020B, (4) SVOCs in accordance with USEPA Method SW846/8270D, (5) PNAs in accordance with USEPA Method SW8270E, (6) PCBs in accordance with USEPA Method SW8082, and (7) hexavalent chromium in accordance with USEPA Method SW7196A. Remaining QA/QC samples were analyzed in accordance with the same respective methods.

4.0 Evaluation and Presentation of Results

4.1 Subsurface Conditions

The following sections summarize the physical soil and groundwater conditions at the subject property.

4.1.1 Soil and Groundwater Conditions based on Published Material

According to the United States Department of Agriculture (USDA) Soil Conservation Service's (SCS's) publication, *Soil Survey of Washtenaw County, Michigan*, the soil in the area of the subject property consists of the Spinks-Boyer-Wasepi association, described as "nearly level to moderately steep, well drained and somewhat poorly drained soils that have a coarse textured or moderately coarse textured subsoil and coarse textured underlying material; on outwash plains, terraces, lake plains, and deltas." Photo Sheet 34 of the soil survey depicts the subject property within an area described as "Boyer loamy sand."

According to the Michigan Department of Natural Resources (MDNR) Geological Survey Division's publication, *Quaternary Geology of Southern Michigan*, the soil in the area of the subject property consists of lacustrine sand and gravel, described as pale brown to pale reddish brown, fine to medium sand, commonly including beds or lenses of small gravel, chiefly quartz sand but gravel is rich in igneous and metamorphic rocks. These soils occur chiefly as former beach and near-offshore littoral deposits of glacial Great Lakes and may include intercalated lacustrine clay. Locally veneered by discontinuous sheets or small dunes of eolian sand and may include areas of organic soils. In the eastern part of the northern peninsula of Michigan these sands commonly grade upstream (north- or northwest- ward) into outwash deposits. Soil thickness ranges from three to 100 feet. Typically, lacustrine sand and gravel are associated with moderate hydraulic permeability and may allow the movement of contaminants through groundwater.

No site-specific groundwater information was identified in published material.

4.1.2 Soil and Groundwater Conditions based on Field Observations

During drilling activities, AKT Peerless encountered the following soil types:

- FILL was encountered from ground surface to two to two and half feet bgs at soil boring locations PS-SB-1 and PS-SB-4. This fill material consisted of sand, gravel, and organics.
- Alternating layers of SAND and CLAY from ground surface to 32 feet bgs, the maximum depth explored. Typically, a surficial sand unit extending to an approximate depth of six feet bgs was

underlain by a clay unit of varying thickness, followed by an additional sand unit extending to 32 feet bgs, except at soil boring location PS-SB-4, where the clay unit extended to the boring termination depth of 20 feet bgs. The sand was brown, fine-grained, and contained varying amounts of silt, clay, and gravel, while the clay was brown/gray, medium-stiff, and contained varying amounts of sand and silt.

Groundwater was not encountered during subsurface investigation activities at the subject property.

With the exception of the surficial fill material encountered at soil boring locations PS-SB-1 and PS-SB-4, subsurface soils encountered at the subject property are generally consistent with the descriptions of the Spinks-Boyer-Wasepi association and lacustrine sand and gravel as described in *Soil Survey of Washtenaw County, Michigan* and *Quaternary Geology of Southern Michigan*, respectively.

See Figure 2 for a site map with soil boring locations. See **Appendix A** for AKT Peerless' soil boring logs.

4.2 Analytical Laboratory Results

AKT Peerless collected soil samples to evaluate subsurface conditions at the subject property. Analytical results were compared to Part 201 Generic Residential Cleanup Criteria (RCC) provided in Michigan Administrative Rules 299.1 through 299.50.

4.2.1 Soil Analytical Results

AKT Peerless submitted five soil samples and one soil duplicate sample for laboratory analysis of VOCs, SVOCs, PNAs, Michigan 10 Metals, PCBs, arsenic, cadmium, chromium, lead, and/or hexavalent chromium. The results of the laboratory analyses of the soil samples are summarized in the table below:

Summary of Soil Analytical Results

Parameter	Chemical Abstract Service (CAS) Number	Sample Identification with Criteria Exceedance (depth)	Part 201 Generic RCC Exceeded / Established Criteria (µg/kg)	Maximum Concentration Detected (µg/kg) / Sample Location
Arsenic	7440-38-2	PS-SB-1 (1'-3') Soil Duplicate (PS-SB-1, 1'-3')	DWP / 4,600 GSIP / 4,600	6,100 / PS-SB-1
Selenium	7440-49-2	PS-SB-1 (1'-3')	GSIP / 400	460 / PS-SB-1

Notes:

Sample identification: PS-SB-# indicates soil boring location and (#-#) indicates sample depth interval in feet bgs.

µg/kg – micrograms per kilogram

DWP – Drinking Water Protection Criteria

GSIP – Groundwater to Surface Water Interface Protection Criteria

In addition to the Part 201 Generic RCC exceedances listed above, concentrations of benzo(a)anthracene, benzo(a)pyrene, benzo(a)fluoranthene, chrysene, fluoranthene, and pyrene were detected in the shallow soil sample and soil duplicate sample collected from soil boring location PS-SB-1 at concentrations above analytical laboratory method detection limits (MDLs) but below Part 201

Generic RCC. As noted in Section 3.1, the shallow soil sample and soil duplicate sample were collected from soil boring location PS-SB-1 to evaluate on-site fill material.

Total chromium was identified in five soil samples (PS-SB-1, 1'-3'; Soil Duplicate; PS-SB-1, 10'-12'; PS-SB-2, 17'-19'; and PS-SB-3, 16'-18') at concentrations above Part 201 GSIP Criteria. AKT Peerless submitted these soil samples for laboratory analyses of hexavalent chromium. According to Michigan Department of Environment, Great Lakes, and Energy (EGLE), hexavalent chromium and trivalent chromium are the only forms of chromium found in the environment, and concentrations of trivalent chromium can be calculated by subtracting hexavalent chromium results from total chromium results. The laboratory analytical results indicate that hexavalent chromium was not present in the selected soil samples. Therefore, the identified total chromium concentrations in soil samples collected from the subject property is in trivalent form. The identified total chromium concentrations in soil samples collected from the subject property are below Part 201 Generic RCC.

Arsenic was detected at a concentration of 6,000 µg/kg in soil sample PS-SB-2 (17'-19'). This soil sample was collected from native sand. While this concentration exceeds Generic Part 201 RCC for DWP and GSIP, no obvious evidence of contamination (e.g., visual, olfactory observations, PID readings, or the presence of VOCs or SVOCs) that could be attributed to the current or historical uses of the southeastern and/or southern adjoining properties was identified at this soil boring location. In AKT Peerless' opinion, it does not appear that the concentration of arsenic detected in soil sample PS-SB-2 (17'-19') is indicative of a release and is likely representative of naturally occurring, or "background," conditions. According to Guide Sheet 10 of EGLE's July 2006 *Part 201 Training Manual*, "background" is defined as the concentration or level of a hazardous substance which exists in the environment at – or regionally proximate to – a "facility" that is not attributable to any release at or regionally proximate to the "facility." Guide Sheet 10 allows for the calculation of alternative background concentrations using the methods described in the EGLE's Sampling Strategies and Statistics Training Materials (S³TM). Of the methods described in the S³TM, AKT Peerless evaluated arsenic concentrations using the Michigan Background Soil Survey (Updated 2015; MBSS), which is included as Appendix C to EGLE's September 2019 *Soil Background and Use of the 2005 Michigan Background Soil Survey, Resource Materials* publication. The MBSS is meant to provide a resource regarding the concentration of naturally occurring metals that can be expected in various soil types and geographic areas of Michigan.

AKT Peerless compared the concentration of arsenic detected in soil sample PS-SB-2 (17'-19') to the MBSS arsenic background concentrations for native sand calculated from (1) statewide data and (2) Huron-Erie Glacial Lobe data. The concentration of arsenic detected in soil sample PS-SB-2 (17'-19'; i.e., 6,000 µg/kg) does not exceed either the statewide background arsenic concentration (i.e., 16,500 µg/kg) or the Huron-Erie Glacial Lobe background arsenic concentration (i.e., 26,300 µg/kg). Therefore, in AKT Peerless' opinion, the concentration of arsenic detected in soil sample PS-SB-2 (17'-19') is not indicative of a release of a hazardous substance and should not be used to qualify the subject property as a "facility," as defined in Part 201 of the Natural Resources and Environmental Protection Act, Michigan Public Act 451 of 1994, as amended (NREPA). AKT Peerless notes that, because the shallow soil sample and soil duplicate sample collected from soil boring location PS-SB-1 consisted of fill material, and due to the presence of low concentrations of other hazardous substances (e.g., PNAs) in these samples, the analytical results for these samples are still valid for qualifying the subject property as a "facility" despite the detection of similar concentrations of arsenic (i.e., 6,100 µg/kg and 5,900 µg/kg, respectively) to the concentration of arsenic identified in soil sample PS-SB-2 (17'-19').

Barium, cadmium, copper, lead, and zinc were also identified in various soil samples collected from the subject property at concentrations above analytical laboratory MDLs, but below Part 201 Generic RCC. PCBs, SVOCs (other than low concentrations of the PNAs identified above), and VOCs were not detected in soil samples collected from the subject property at concentrations above analytical laboratory MDLs or Part 201 Generic RCC.

Refer to Figure 3 for a site map with soil analytical results exceeding Part 201 Generic RCC. Refer to Table 1 for a summary of soil analytical results.

4.2.2 QA/QC Sample Analytical Results

Beyond the soil duplicate sample, AKT Peerless submitted one trip blank, one methanol blank, one soil equipment blank, one soil field blank, one soil MS sample, and one soil MSD sample for laboratory analyses.

Target parameters were not identified at concentrations above analytical laboratory MDLs in the blanks. The recovery of three SVOCs, and five to six VOCs, and four to five metals were reported as being outside control limits in the MS and MSD samples. No other spike results were qualified.

Refer to **Appendix B** for a complete analytical laboratory report.

5.0 Summary, Conclusions, and Recommendations

The following sections summarize the subsurface investigation activities conducted by AKT Peerless at the subject property.

5.1 Summary of Environmental Concerns

Based on AKT Peerless' October 2015 Phase I ESA, the following RECs were identified:

- Fill material on the southern portion of the subject property;
- Historical use of the southeastern adjoining property (206 N. Grove Street) as an oil distributor/bulk oil storage yard;
- Historical use of the southern adjoining property (204 N. Park Street) as a coal storage yard and bulk oil and gasoline facility;
- Current and historical use of the southern adjoining property (103 N. Grove Street) for industrial operations; and
- Historical use of the western adjoining property (223 N. Park Street) as a coal storage yard.

5.2 Summary of Subsurface Investigation

On June 17, 2021, AKT Peerless conducted a subsurface investigation at the subject property to evaluate the above-identified RECs. The subsurface investigation included: 1) the advancement of four soil borings, and (2) the collection of five soil samples and one duplicate soil sample. The soil samples were submitted for laboratory analyses of VOCs, SVOCs, PCBs, PNAs, Michigan 10 Metals, arsenic, cadmium, chromium, lead, and/or hexavalent chromium.

5.3 Conclusions

AKT Peerless conducted soil sampling in areas most likely to be impacted by contaminants based on the location of observed on-site fill material at the subject property and the current and/or historical uses of select adjoining properties. The results of the investigation indicate the following:

- Arsenic was detected in one shallow subsurface soil sample and one soil duplicate sample collected from soil boring location PS-SB-1, which was advanced in part to evaluate on-site fill material, at concentrations exceeding the Part 201 Generic RCC, including GSIP and DWP criteria.
- Selenium was also detected in one shallow subsurface soil sample collected from soil boring location PS-SB-1, which was advanced in part to evaluate on-site fill material, at a concentration exceeding the Part 201 Generic GSIP criteria.

Based on the laboratory analytical results associated with the shallow soil sample and soil duplicate sample collected from soil boring location PS-SB-1, the subject property meets the definition of a “facility,” as defined in Part 201 of the NREPA.

5.4 Recommendations

AKT Peerless recommends any future owner(s)/operator(s) prepare a BEA. Section 26(1)(c) of Part 201 provides certain liability protections to a person who becomes an owner or operator of a “facility” on, or after June 5, 1995 if they comply with both of the following, or unless other defenses apply: a BEA is conducted prior to or within 45 days after the earlier of the date of purchase, occupancy, or foreclosure, and the owner or operator discloses the results of the BEA to EGLE Remediation and Redevelopment Division (RRD) and subsequent purchaser(s) or transferee(s).

In addition, because the subject property meets the definition of a “facility,” AKT Peerless recommends the property owner comply with Due Care obligations. Due Care obligations include:

- Undertaking measures to prevent exacerbation of existing contamination.
- Exercising Due Care by undertaking response activities to mitigate unacceptable exposure to hazardous substances, mitigate fire and explosion hazards due to hazardous substances, and allow for the intended use of the subject property in a manner that protects health and safety.
- Taking reasonable precautions against the reasonably foreseeable acts or omissions of a third party and the consequences that could result from those acts or omissions.
- Provide notifications to EGLE and others in regard to mitigating fire and explosions hazards, discarded or abandoned containers, contamination migrating beyond property boundaries, as applicable.
- Comply with any land use or resource use restrictions established or relied on in connection with the response activities at the facility.
- Not impede the effectiveness or integrity of any land use or resource use restrictions employed at the facility in connection with response activities.

6.0 Limitations

The information and opinions obtained in this report are for the exclusive use of DCCBC and City of Ypsilanti. No distribution to or reliance by other parties may occur without the express written permission of AKT Peerless. AKT Peerless will not distribute this report without your written consent or as required by law or by a Court order. The information and opinions contained in the report are given in

light of that assignment. The report must be reviewed and relied upon only in conjunction with the terms and conditions expressly agreed upon by the parties and as limited therein. Any third parties who have been extended the right to rely on the contents of this report by AKT Peerless (which is expressly required prior to any third-party release), expressly agrees to be bound by the original terms and conditions entered into by AKT Peerless and DCCBC.

Subject to the above and the terms and conditions, AKT Peerless accepts responsibility for the competent performance of its duties in executing the assignment and preparing reports in accordance with the normal standards of the profession, but disclaims any responsibility for consequential damages. Although AKT Peerless believes that results contained herein are reliable, AKT Peerless cannot warrant or guarantee that the information provided is exhaustive or that the information provided by DCCBC, City of Ypsilanti, or third parties is complete or accurate.

7.0 Signatures of Environmental Professionals

The following individuals contributed to the completion of this report.



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MARX
WETLANDS
LLC

October 26, 2021

Ms. Kate Bond
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734.995.0200

**Re: Wetland Delineation Report: 220 North Park Street (#11-11-09-111-004)
City of Ypsilanti, Washtenaw County, Michigan**

Dear Ms. Kate Bond:

Pursuant to your request, Marx Wetlands LLC (MW) conducted a wetland determination for the above-referenced approximately 4.46-acre property ("Site"), comprised of one (1) parcel (#11-11-09-111-004) in Ypsilanti, Michigan. The Site is located at 220 North Park Street, which is southeast of the intersection of High Street and N. Park Street in the City of Ypsilanti, Michigan and in Section 9 of Ypsilanti Township (T3S, R7E) in Washtenaw County, Michigan.

The intent of this wetland determination is to provide a report of the character of any wetland areas within the Site and an opinion as to the possible jurisdiction of the Michigan Department of Energy, Great Lakes, and Environment (EGLE) and/or local governances over wetland areas identified on-site.

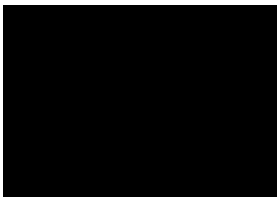
The wetland determination was performed in accordance with the Michigan Department of Environmental Quality Wetland Identification Manual (2001), the Northcentral-Northeast and Midwest Interim Regional Supplements to the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual. The delineation of any wetland depends on three basic parameters. These parameters are: 1) the presence of hydrophytic vegetation (plants adapted to living in saturated soils), 2) hydric soils (distinctive soil types that develop under saturated conditions), and 3) wetland hydrology (the presence of water at or near the surface for a specific period of time). The above parameters are inter-related and present in wetland systems. The wetland delineation and determination consisted of desktop review of available background documentation and mapping followed by a site visit conducted on September 14, 2021. A review of the findings is provided below.

Background Research & Desktop Review

According to the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS) *Web Soil Survey*, the Site contains two (2) soil types: Boyer loamy sand, 1 to 6 percent slopes (SpB; 0% hydric rating). The on-site soil types are not likely considered hydric with such low ratings (0% hydric rating) (**Enclosure 1A**).

The National Wetlands Inventory (NWI) map does not indicate any wetlands or streams are likely present within the Site (**Enclosure 1B**).

According to Washtenaw County's Drain Map, there are no county drains identified within the Site (**Enclosure 1C**). The Huron River is further than 1,000 feet west of the Site.



Aerial Imagery Interpretation

Aerial photograph and imagery interpretation suggests that a building and access drive to N. Park Street were demolished, and extensive site grading occurred between April of 2016 and April of 2017. Therefore, aerial photographs prior to April of 2016 indicate that existing building and access drive were present within the Site (refer to **Enclosure 2**).

Site Characteristics & Existing Conditions

Based on the review of aerial photographs, available on-line resources, and an on-site visit (September 14, 2021), the Site primarily contains undeveloped land, consisting of areas of upland mowed lawn, upland scrub-shrub/forest, and wetland. The Site is bounded by North Park Street to the west, High Street and a residence to the north, North Grove Street to the east, and an existing railroad to the south.

Most of the Site contains upland mowed lawn/upland disturbed field. Prevalent herbaceous species include bluegrasses (*Poa compressa* and *P. pratensis*), spotted knapweed (*Centaurea stoebe*), wild carrot (*Daucus carota*), tall goldenrod (*Solidago altissima*), white clover (*Trifolium repens*), chicory (*Cichorium intybus*), horseweed (*Conyza canadensis*), ribwort plantain (*Plantago lanceolata*), smooth brome (*Bromus inermis*), and orchard grass (*Dactylis glomerata*).

The scrub-shrub/forest areas generally contain non-native weedy species including common buckthorn (*Rhamnus cathartica*), black walnut (*Juglans nigra*), tree-of-heaven (*Ailanthus altissima*), scattered with black locust (*Robinia pseudoacacia*), box-elder (*Acer negundo*), Norway spruce (*Picea abies*), Siberian elm (*Ulmus pumila*), American elm (*Ulmus americana*), and ash (*Fraxinus spp.*) trees. Upland herbaceous understory species include strawberry (*Fragaria virginiana*), pokeweed (*Phytolacca americana*), and Pennsylvania sedge (*Carex pennsylvanica*). Observed shrubs included Eurasian honeysuckles (*Lonicera maackii* & *L. tatarica*), blackberry (*Rubus alleghaniensis*), and autumn-olive (*Elaeagnus umbellata*). Common woody vines observed include Virginia creeper (*Parthenocissus quinquefolia*) and riverbank grape (*Vitis riparia*).

The overall Site contained several non-native, invasive species, or weedy native species that are tolerant of human land uses. The weedy aspect of the Site is likely due to previous site disturbance on-site. Loose gravel/stones were observed throughout the Site, including in the delineated wetland area. Refer to the *Site Photographs Log* provided in **Enclosure 3**.

Wetland Determination & Delineation

One (1) main wetland area (Wetland A) was identified within the Site. Refer to the enclosed *Wetland Location Map* for the location of the on-site wetland and Wetland Data Forms in **Enclosure 4**. No streams or ponds were identified within the Site. Refer to *Table 1. Wetland Inventory Table* (next page), which includes feature name, type, and anticipated regulatory status for the on-site feature.

Table 1. Wetland Inventory Table

Feature Name	Type*	On-site Acreage	Distance to a regulating feature (Feet)	Regulated by the State of Michigan? †
Wetland A	PEM	0.10	>1,000 feet west of Huron River	Not Likely Regulated†

*PEM: Emergent; PSS: Scrub-shrub; PFO: Forested

†EGLE has the final authority on the extent of wetlands in the state of Michigan.

Wetlands

One (1) wetland (Wetland A) was identified within the Site. No ponds or streams were identified within the Site. This marginal wetland was likely incidentally created as a result of poor onsite drainage, compacted soils, and/or historic site disturbance associated with the demolition and removal of the previous building and access road. Wetland A appears to lie within a low-lying depression situated within the approximate location of the previous access road. A gravelly restricted layer was observed at an approximate depth of six (6) inches below the ground surface.

Vegetation

Wetland A is an emergent wetland identified within the southwest quadrant of the Site. Herbaceous vegetation observed include narrowleaf cattail (*Typha angustifolia*; OBL—obligate wetland), Torrey's rush (*Juncus torreyi*; FACW—facultative wetland), willow-herb (*Epilobium ciliatum*, FACW), common reed (*Phragmites australis* var. *australis*; FACW), path rush (*Juncus tenuis*; FAC—facultative), awned cyperus (*Cyperus squarrosus*; OBL), and rough barnyard grass (*Echinochloa muricata*; OBL). Vine species observed within the 30-foot radius of the sample plot include river-bank grape (FAC). Overhanging tree species observed within the 30-foot radius of the sample plot include buckthorn (FAC), box-elder (FAC), and weeping willow (*Salix babylonica*; FAC). The species identified within these wetlands range in wetland indicator statuses from obligate (OBL) to facultative (FAC), indicating species that typically occur in wetlands.

Hydrology

Wetland hydrology indicators observed generally include standing water, saturation, water-stained leaves, water marks, geomorphic position, and FAC Neutral Test. The wetland appears to receive hydrology from precipitation, runoff from adjacent developed areas and roadways. The wetland appears to have a water regime that ranges from seasonally saturated to seasonally inundated. Refer to the *Wetland Location Map* and *Wetland Data Forms* (**Enclosure 4**).

Soils

Hydric soil indicators were observed in soil sample pits within the on-site wetland. An adjacent upland sample plot was also taken to confirm wetland boundary. Please refer to enclosed *USACE Wetland Determination Data Forms* (**Enclosure 4**).

Summary of Regulations & Recommendations

Inland Lakes and Streams Part 301 Regulations

Part 301, Inland Lakes and Streams, states that a feature is considered a regulated watercourse by the EGLE if it possesses a defined bed, bank, and evidence of continued flow or a continued occurrence of water. **Based on the site visit, no watercourses were identified within the Site.**

Part 303 Wetland Regulations

Part 303, Wetlands Protection, of the NREPA states wetlands are regulated if they are any of the following:

- Connected to one of the Great Lakes or Lake St. Clair.
- Located within 1,000 feet of one of the Great Lakes or Lake St. Clair.
- Connected to an inland lake, pond, river, or stream.
- Located within 500 feet of an inland lake, pond, river, or stream.
- Not connected to one of the Great Lakes or Lake St. Clair, or an inland lake, pond, stream, or river, but are more than 5 acres in size.
- Not connected to one of the Great Lakes or Lake St. Clair, or an inland lake, pond, stream, or river, and less than 5 acres in size, but EGLE has determined that these wetlands are essential to the preservation of the state's natural resources and has notified the property owner.

Marx Wetlands, LLC has the professional opinion that Wetland A is not likely regulated because it is further than 500 feet from any regulating water features and less than five (5) acres in size. The westernmost edge of Wetland A is approximately 1,000 feet east of the Huron River. In addition, Wetland A is marginal in quality and is also likely to be considered nonessential by EGLE. This is because Wetland A is a relatively low-quality wetland, lies within a low-lying depression situated within the approximate location of the previous access road, and appears to have been incidentally created as a result of poor onsite drainage, compacted soils, and runoff from adjacent properties, roadways, including the railway. **Therefore, Marx Wetlands LLC has the professional opinion that Wetland A does not appear to meet the requirements of Part 303, Wetlands Protection, of the NREPA, and therefore is not anticipated to be a regulated wetland by EGLE (refer to Enclosure 5, Preliminary Jurisdictional Determination).** Please note that the EGLE has the final authority on the extent of regulated wetlands, lakes, and streams in the State of Michigan.

According to the EGLE's MiWaters website (EGLE 2021), the City of Ypsilanti does not have its own wetland protection ordinance.

A permit or approval is likely required by the EGLE for any proposed work that takes place within the boundaries of a regulated wetland. Most construction activities that take place outside of these boundaries do not require a wetland permit from the EGLE.

October 26, 2021

220 North Park Street
City of Ypsilanti, Washtenaw County, MI
Page 5 of 5

Please be advised that the information provided in this report is a professional opinion. The ultimate decision on wetland boundary locations and jurisdiction thereof rests with the EGLE and/or local government, and, in some cases, the federal government. Therefore, there may be adjustments to boundaries based upon review by a regulatory agency. An agency determination can vary depending on various factors including, but not limited to, experience of the agency representative making the determination and the season of the year. Wetland evaluations performed outside the growing season from late-October/November until late-April may not be consistent with the official EGLE wetland assessment program and therefore are subject to increased potential for change than those performed during the growing season. The physical characteristics of the site can change over time, depending on the weather, vegetation patterns, drainage, activities on adjacent parcels, or other events. Any of these factors can change the nature and/or extent of wetlands on the site.

Thank you for the opportunity to provide this wetland delineation and determination. If you have any questions, please contact me at your convenience.

Sincerely,

Marx Wetlands LLC



Bryana J. Guevara, Principal/Owner
Professional Wetland Scientist #2949
ISA Certified Arborist #MI-4240A
Certified Ecologist. Ecological Society of America

Enclosures:

1. Hydric Soils Map, National Wetlands Inventory, & Washtenaw County Drain Map
2. Aerial Interpretation
3. Site Photographs
4. Wetland Location Map & USACE Wetland Determination Data Forms
5. Preliminary Jurisdictional Determination



3815 Plaza Drive
Ann Arbor, Michigan 48108
734-995-0200

Land Development • Land Surveying • Municipal • Wireless Communications • Institutional • Transportation • Landfill Services

MEMORANDUM

TO: Renovare Development
FROM: Kate Bond, Senior Project Manager
RE: 220 N Park Street, Ypsilanti
DATE: 2022-05-02
MC Project No.: 21264A

The following information is provided to identify the existing ground, topographic and soils conditions of the site located at 220 North Park Street in the City of Ypsilanti as well as clarify the existing drainage patterns to identify the potential for on-site springs.

Existing conditions are such that the property takes on stormwater runoff from surrounding properties from the northeast, north and northwest. The site has significant topography and falls approximately 29' from northeast to southwest. Soils on the site are considered to be generally permeable, well drained and predominately sandy loam with gravel. Drainage on the site flows from northeast to southwest and water that is not absorbed in to the ground tends to pond at two low pocket areas just north of the railroad beds. Water can, and has, collected in these areas and during periods of high seasonal precipitation there can be standing water. Above average levels of precipitation over the last 5-10 years has caused an increased occurrence of water on the site and the appearance of water draining across the site and collecting in the low areas.

AKT Peerless performed four soil borings on the property in June of 2021 at depths of 20' – 32'. Groundwater was not encountered in any of the four boring locations. Their study further indicated that no available information on identified groundwater for the area was located. The soils in the area of the site were identified as typically lacustrine sand and gravel which are associated with moderate hydraulic permeability. The USDA Soil Conservation Service's publication describes the area as coarse textured with a soils series identified as 'Boyer loamy sand.' The Boyer series consists of very deep, well drained soils formed in sandy and loamy drift underlain by sand or gravelly sand outwash.

Based on the information compiled by AKT Peerless the description of soils on the site does not support the presence of water. The permeability of the soil is such that it would be unlikely that water would travel upward from a pressurized aquifer to break the ground's surface. The spring flows because the pressure in the aquifer (water bearing soil or rock), which is covered by a confining layer (clay or other impervious material), is greater than atmospheric pressure at the land. A spring is formed when the water reaches the surface through a fracture or porous layer. These types of springs usually occur along faults (a fracture in the earth).

Springs require a confining layer, typically clay, but largely impermeable that act as directional pathways for water to flow against until the water breaks through to the surface. The historical and

Memorandum

Page 2

existing soils information of the site does not support a scenario by which a clay or impermeable layer exists on the site drawing water to be forced in any particular direction. The only such possibility that could exist on-site would be a scenario that mimics a gravity spring. Gravity springs are formed by water soaking into the ground until the water encounters a confining layer that will not let the water seep further down. The water then flows across the top of the confining layer until it reaches the ground surface. As described previously, the topography of the site and surrounding area is such that the site receives stormwater runoff from the surrounding area. Since the water then either percolates through the ground or travels along the slope toward the southern border of the property, if during percolation, the water encountered a confining layer beneath the service it could cause the water to travel laterally until it breached the surface midway along the slope. But it is doubtful, and supported by soil borings, that a confining layer exists that is not permeable. Therefore, a spring even a gravity spring, is not likely to be encountered on the site due to lack of groundwater, lack of an impermeable confining layer and the presence of permeable, well drained soils.



City of Ypsilanti

Community and Economic Development Department

Memo

To: Joe Meyers, Economic Development Director
From: Christopher Jacobs, Community Development Manager
Date: May 6, 2022
Subject: 220 N Park CBO Committee Benefits List for Prioritization

Background:

The following community benefits were proposed at the meeting Wednesday May 4, 2022. Committee Members have been asked to rank their top 10 priorities with 1 being the most important and 10 the least. The results will be tabulated and reviewed at the next meeting.

City Code Section 30-515 (a)

1. Providing, either on-site or off-site, additional recreational activities, parks, open space, public service enhancements, or public infrastructure improvements for the City of Ypsilanti and its residents. This includes public transportation services and infrastructure.
 - Resilience fund for yard supplies and storage facilities.
 - Shared green space such as community garden.
 - Didactic learning space.
 - Two raised Hawk Crosswalks at Cross St/N Park and Cross/N Grove.
 - Fence at south end of the site.
 - One additional covered bicycle ramp/loop at northwest corner of the site.
 - Dog Park.
 - Crosswalks at northern two pocket parks proposed.
 - Benches wherever possible.
 - Drop off USPS Mailbox.
 - Mailboxes directly in front of home instead of consolidated.
 - Sound barriers for train noise.
 - Train Station/Crossing/Pedestrian Bridge.
 - Public kiosks.
 - Covered bus stop.
 - Post Project Street Repairs/Assessment.

2. Incorporation of green or sustainable energy elements into the Project or the promotion of such investments throughout the City of Ypsilanti.

- Public on street recycling containers.
- Low environmental impact and resilience structures.
- Solar Power.
- No gas stoves or furnaces.
- Water runoff solutions like raingardens, natural and native landscaping and sound barriers.
- Low environmental impact and resilience structures.

3. Unbundling of construction work into bid sizes that will allow local small businesses level competition, without restricting the project timelines. Assistance with access to bonding, lending, insurance, access to capital, procurement, and other types of capacity-related assistance where necessary and when available.

4. Other

- Inquire about train speed at Grove and Park to ensure consistency.
- Minimal HOA governance.
- Expressly allowing yard signs, political signs and canvassing signs within HOA.
- HOA membership input requested.
- Specific amenities list requested at pocket parks proposed.
- Documentation of herbicides used at railroad tracks.

1. Work with Michigan Works, the SBDC, and other similarly situated organizations to help provide training, development, and preparation for potential contractual and hiring opportunities for local small businesses, minority-owned business enterprises, women-owned business enterprises, and other relevant business organizations and chambers.

2. Providing or supporting educational and/or mentoring activities that provide or enhance employment opportunities for local residents and youth through the Ypsilanti Community Schools, Washtenaw Community College, or other educational programs.

3. Creation or financial support of, either on-site or off-site, mixed or low-income housing units.

- Limit purchase to those who are current renters/residents or those without a home in Ypsi.
- Restricting purchase to 1 home per 1 family.
- Long term affordability and local definition of affordability.
- Prevent collection of school taxes on TIF
- No rentals and negotiating additional affordability/density.
- City wide ban on short term rentals.



Michigan Association of Planning
A Chapter of the American Planning Association

May 2, 2022

Mr. Joe Meyers
Director of Economic Development
City of Ypsilanti
1 North Huron Street
Ypsilanti, Michigan 48198

Dear Joe,

I am writing to share my strong support for the 220 North Park Street Planned Unit Development, located just east of Depot Town, and very close to downtown Ypsilanti. As the Executive Director of the Michigan Chapter, American Planning Association, I lead our organization's advocacy and training initiatives and we've had a near-singular focus over the last two years on housing accessibility, and expanding the supply of a range of housing options in communities. Many communities are struggling to overcome neighborhood opposition to residential developments that are not typical single family developments, and residents that are density resistant. We are working hard to help municipal planners overcome this resistance, and to help them make the case for more innovative housing solutions.

Ypsilanti leaders are uniquely positioned to embrace housing projects that include increasingly more desirable elements and prescient in your vision to understand housing demand, and why creating a variety of housing types – beyond just single family detached dwellings or, conversely multiple family apartment complexes. This “missing middle” housing typology is desirable to the very residents you wish to attract – AND maintain – in your city, but will likely lose to other municipalities who *are* providing a variety of housing options. The housing type proposed in the 220 North Park Street project is appropriate for so many markets, from recent college grads and young families to empty nesters and retirees. Michigan municipalities can only remain competitive if they plan for and build the housing products that are needed and desired by a demographic that might not find what they are looking for in your municipality otherwise.

Beyond filling a distinct housing niche market, adding dwelling units can increase population, add taxable properties to your rolls, increase the number of young children who will attend local schools, bring talent and money, and residents with disposable incomes to support local businesses.

I was thrilled to see the 220 North Park Street project come through the planning department, and I urge the planning commission and city council to approve this innovative project that will help the City advance many community goals.

Sincerely,

A black rectangular box redacting the signature of Andrea Brown.

Andrea Brown, AICP
Executive Director

Michigan Association of Planning

1919 West Stadium Blvd. Suite 4 | Ann Arbor, Michigan 48103 | 734.913.2000 | www.planningmi.org



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Immediate Past
President

Robert Filka
Chief Executive
Officer

6427 Centurion Drive
Suite 100
Lansing, MI 48917
(517) 322-0224
hbaofmichigan.com

May 3, 2022

Mr. Joe Meyers
Director of Economic Development
City of Ypsilanti
1 North Huron Street
Ypsilanti, Michigan 48198

Dear Joe,

The National Association of Homebuilders has continued to dive into ongoing concerns over housing affordability addressed in its “Diversifying Housing Options with Smaller lots and Smaller Homes” report. The report provides an overview of regulatory and design options for communities and builders to use. It identifies projects that are helping to fill the “missing middle” in housing developments across the nation and recognizes ordinances and codes that enable constructions of more varied housing types and smaller more affordable homes meeting the overwhelming demand that can be ideal for single-person households or for baby boomers and other households that are choosing to downsize. Missing middle is a transformative concept that highlights the need for diverse, affordable, housing choices in sustainable walkable places, like the City of Ypsilanti. The Home Builders Association of Michigan commends the City of Ypsilanti for working with Renovare Development to create a “missing middle” development and demonstrating how communities and developers/builders can work in partnership to address issues such as housing affordability, housing choice and neighborhood compatibility by overcoming zoning and other regulatory barriers. Mixing incomes and integrating a blend of uses such as townhomes, detached row homes and duplexes as reflected in the Park Street Development, is an effective tool to expand affordability.

Safe, decent, and affordable housing stock is fundamental to the economic and physical well-being of families, communities, and regional economics. Housing stability leads to greater financial stability and freedom, reduced stress, improved health, and longer-term economic stability. Yet many households and families encompass an increasingly diverse demographic that has changed over time and now spans a broad income range of needs. Nearly half the U.S. adults are single. An aging population is living in homes that aren’t very accessible. And a record 41% of young adults live with their parents. The challenge to affordable housing is a multidimensional problem. The City of Ypsilanti leadership has the opportunity to address these challenges by creating a long-lasting community asset and expanding the city’s housing options.

We are writing to share our support for the 220 North Park Street Planned Unit Development. We urge the planning commission and city council to approve this much needed project and set a statewide precedent for other communities to follow.

Sincerely,

A black rectangular box redacting the signature of Robert Filka.

Robert Filka
CEO



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Rheagan Basabica
DATE: June 21, 2022
SUBJECT: Fire and Police Pension Administrative Contract 2022-2023

DESCRIPTION:

Fire and Police Pension Administrative Contract 2022-2023

SUMMARY:

The Finance Department of the City of Ypsilanti serves as an independent contractor of the Ypsilanti Fire and Police Pension Board who performs administrative services on behalf of the board.

The service shall be performed at 1 South Huron, Ypsilanti, Michigan or as otherwise determined by mutual agreement of the parties.

The Contract is effective for a term commencing on July 1, 2022, and shall continue until terminated as provided herein.

The Board agrees to pay the City **\$32,158.29** for services performed.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-147
June 21, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The Finance Department of the City of Ypsilanti serves as an independent contractor of the Ypsilanti Fire and Police Pension Board who performs administrative services on behalf of the board; and

WHEREAS, The services shall be performed at 1 South Huron, Ypsilanti, Michigan or as otherwise determined by mutual agreement of the parties; and

WHEREAS, The Contract is effective for a term commencing on July 1, 2022, and shall continue until terminated as provided herein

WHEREAS, The Board agrees to pay the City \$32,158.29 for services performed

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the contract for the Fire and Police Pension Administrative Contract FY 2022-2023.

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
21 day of June 2022

#Resolution No. 2022-147

**BOARD OF TRUSTEES OF THE CITY OF YPSILANTI
FIRE AND POLICE RETIREMENT SYSTEM**

ADMINISTRATIVE SERVICES CONTRACT

THIS CONTRACT made this ____ day of June, 2022, by and between the **BOARD OF TRUSTEES OF THE CITY OF YPSILANTI FIRE AND POLICE RETIREMENT SYSTEM** ("Board") and the **CITY OF YPSILANTI** ("City").

WHEREAS, the Board is vested with the authority and fiduciary responsibility for the administration, management and operation of the City of Ypsilanti Fire and Police Retirement System and may retain such professional and clerical services as are required for the proper administration of the Retirement System

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants herein contained, the parties agree as follows:

- I. **ENGAGEMENT OF CITY AS INDEPENDENT CONTRACTOR**
 - 1.01 The Board hereby engages the City as an Independent Contractor who agrees to perform administrative services on behalf of the Board
- II. **RELATIONSHIP OF THE PARTIES**
 - 2.01 The relationship of the City to the Board is to be that of an independent contractor and no liability or benefits such as retirement benefits or liabilities, pension rights or liabilities, holiday pay, sick pay, vacation pay, personal injury or property insurance rights or liabilities or such other rights, provisions or liabilities arising out of a contract of hire or employer-employee relationship, either express or implied, shall arise or accrue to either party as the result of this agreement and undertaking. Employees of the City shall not be, nor shall they represent to be, employees of the Board.
- III. **SCOPE OF SERVICES**
 - 3.01 The City shall perform in a satisfactory and proper manner the services as set forth in Exhibit A. The City shall, during the contract term or any extension thereof, use best efforts and endeavors to promote the interests of the Board and devote such time, attention, skill, knowledge and professional ability as is necessary to most effectively and efficiently carry out and perform the services as described below.
 - 3.02 The services shall be performed at 1 South Huron, Ypsilanti, Michigan or as otherwise determined by mutual agreement of the parties.

IV. CONTRACT TERM

- 4.01 The City will have no authority to start work, and no payments will be authorized by the Board and the Board will not be liable for any services rendered by the City prior to the signing of the Contract by all parties.
- 4.02 This Contract is effective for a term commencing on July 1, 2022, and shall continue until terminated as provided herein.

V. COMPENSATION

- 5.01 The Board agrees to pay the City **\$32,158.29** for services performed hereunder. It is understood and agreed by the parties hereto that the compensation stated above is inclusive of any and all remuneration to which the City may be entitled and includes all fees and expenses incurred by the City on behalf of the Board. The parties will review the compensation to be paid on an annual basis.

VI. TERMINATION

- 6.01 Either party may terminate this contract without cause by giving thirty (30) days notice to the other party of such termination, specifying the effective date thereof and this contract shall terminate in all respects as if such date were the date originally given for the expiration of this contract.
- 6.02 Any compensation due and owing the City at the time of any termination shall be paid as soon thereafter as can be authorized by the Board.

VII. LIABILITY

- 7.01 The Board shall not be liable for, and shall be indemnified by the City against, any and all losses, damages, costs, expenses, liabilities, claims and demands, for any action, omission, information or recommendation in connection with this Agreement.

VIII. CONFIDENTIAL INFORMATION

- 8.01 All information regarding the operations and investments of the Retirement System shall be regarded as confidential by the City.

IN WITNESS WHEREOF, the Board and City have executed this Agreement as of the first date above written.

CITY

BOARD OF TRUSTEES OF THE
CITY OF YPSILANTI FIRE AND
POLICE RETIRMENT SYSTEM



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Joe Meyers
DATE: June 7, 2022
SUBJECT: Clark Road Development - Community Benefits Agreement and
Emergency Services Agreements

DESCRIPTION:

Clark Road Development - Community Benefits Agreement and Emergency Services Agreements

SUMMARY:

The City of Ypsilanti passed a Community Benefits Ordinance, currently located at Section 30-500 of the Ypsilanti City Code which provided for the appointment of a Citizen Committee to negotiate with a Developer who has requested public support from the Community, namely in terms of a PILOT (Payment in Lieu of Taxes) of 3% of Annual Shelter Rents. After reviewing the information staff is recommending approving a pilot with a nominal fee and adopting Emergency Service Agreements (ESA) with the amount of the agreement tied to the percentage of the pilot to allow for the city to collect the funds paid by the developer.

The following Citizens were appointed by City Council: Chair Desirae Simmons, Alyssa Newsome, Lisa Voelker, John Lusk, Tegwyn John, Alice Elliott, Steve Wilcoxon.

Pursuant the CBO, the goal of the Committee was to negotiate a proposed agreement with the Developer which outlines what the benefits to the Community are that justify the financial (and other) incentives that have been requested from the Community. The committee met five times and, by motion, agreed on several points of which they believe satisfy the CBO and believe are in the best interests of the Community, a copy of those points being attached as Exhibit A. After said process, staff from the City, City Attorney, the Developer and the Developer's attorney prepared the form of agreement for the Community Benefits Agreement (Hereinafter CBA), of which is attached as Exhibit B.

A public hearing was held on May 24, 2022 at City Council on the CBA.

In furtherance of the CBO and on behalf of the Committee and the Developer, I present the attached Community Benefits Agreement and Emergency Services Agreement for consideration by Council. Council may choose to adopt this agreement in whole, or in the alternative direct staff to negotiate changes in whole or in part to the agreement proposed, or reject said agreement and proposed development. If this passes, there will be a public hearing in the near future on the PILOT ordinance.

RECOMMENDED ACTION:

I request city council to: Hold a public hearing on the CBA. and:

1. Recognize and thank the members of the Committee, and
2. Adopt the CBA and ESA Agreements as presented by resolution, amend the CBA and ESA's at the table, or give staff direction on Council's priorities with regards to the project proposal so that staff may seek to negotiate an agreement (and corresponding PILOT and Emergency Services Agreements) that meets council's priorities.

ATTACHMENTS:

- A. Proposed CBA
- B. Emergency Services agreement for the Family and the Senior Affordable development on Clark Rd

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-140
June 7, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, The City of Ypsilanti passed a community benefits ordinance in 2018 to allow the community to negotiate benefits when an incentive is requested; and

WHEREAS, an incentive was requested in November 2021 by Lincoln Avenue Capital; and

Whereas, the CBO Committee met five times over the past two months to negotiate a community benefits with the developer; and

Whereas, a public hearing was held on May 24, 2022 on the Community Benefits Agreement; and

NOW THEREFORE BE IT RESOLVED THAT the City Council of the City of Ypsilanti approve Community Benefits Agreement and Emergency Services agreement for 845-945 Clark Rd with Clark Road Senior Limited Dividend Housing Association Limited Partnership and direct the Mayor and City Clerk to sign the agreements.

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 7 day of June 2022

#Resolution No. 2022-140

EMERGENCY SERVICES AGREEMENT

This Emergency Services Agreement is made this ____ day of _____, 2022, by and between Clark Road Family Limited Dividend Housing Association Limited Partnership (the "Partnership"), a Michigan limited partnership, whose address is 401 Wilshire Boulevard, Suite 1070, Santa Monica, California 90401, and the City of Ypsilanti, a Michigan municipal home rule city, whose address is One South Huron Street, Ypsilanti, Michigan 48197 (the "City").

Background

A. The Partnership is in the process of acquiring and constructing a multi-family housing development to be known as 945 W Clark (the "Housing Development"), which is located within the City and is more fully described in Exhibit A, which is attached hereto and incorporated herein as Exhibit A. The Housing Development will consist of one hundred fifty-six (156) units which will be leased to low- and moderate- income families. The parties recognize that due to the high concentration of low- and moderate-income households at the Housing Development that the City will be providing a higher level and greater amount of Emergency Services, as defined below, to the Housing Development.

B. The Partnership has executed a Community Benefits Agreement dated as of _____ (the "CBA") with the City, the terms of which are incorporated by reference. The City, acting by and through its Police and Fire Departments and otherwise, provides public safety and emergency services within the City. It is anticipated that Housing Development will have special needs for these types of Emergency Services to low- and moderate-income families and acknowledges that such needs may be greater than typically situated residential developments. The parties to this Agreement wish to set forth their understanding of the obligation of the Partnership to compensate the City for its costs of providing emergency services to the Housing Development.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms are defined as:

a. "Emergency Services" are police, fire, and other emergency services and any other responses by the City to events constituting an emergency or presenting a threat to public health and safety or to property.

b. The "Emergency Services Fee" is an annual payment intended to compensate the City for Emergency Services to the Housing Development, which for the first year of the Payment Period shall be \$65,013 and for each subsequent year in the Payment Period, as defined

below, the prior year's payment amount shall be increased by the lesser of three (3%) percent of the annual average or the 12 monthly values for the United States consumer price index for all urban consumers as defined and officially reported by the United States department of labor, bureau of labor statistics (the "CPI"). Notwithstanding the foregoing, if the final year of the Payment Period is less than a full year, the Emergency Services Fee for that partial year shall be that proportion of the fee which would have been applicable to a full year which the number of days of such partial year bears to 365.

c. The "Payment Period" shall commence in full on January 1st of the year following the year in which the Senior Project receives its Certificate of Occupancy, and shall end on the day the PILOT for the Senior Project expires or is terminated. In the event portions of the project receive a Certificate of Occupancy, but the entire project has yet to receive a Certificate of Occupancy in a given calendar year, payment will be due in the next year based on the pro rata share of units that have received a Certificate of Occupancy in relation to the total number of units planned to be built.

2. Payment. The Partnership shall pay the Emergency Services Fee to the City for each year of the Payment Period, in one (1) installment, on or before July 1 of each year. The Emergency Services Fee is based on the City's estimate of the annual cost of providing Emergency Services to the Housing Development but in order to afford the parties a stable and predictable level of expense and income, the Emergency Services Fee shall not be subject to adjustment except as provided for herein.

3. Guaranty. The Partnership unconditionally guarantees the full, faithful, and timely performance of all the covenants of the Agreement. The Partnership agrees that if it does not perform its obligations under this Agreement the City is entitled to pursue any and all remedies, legal or equitable, that it is entitled to under Michigan law. The Partnership agrees to be liable for all costs of collection including reasonable attorney fees and costs incurred by the City in the enforcement of the terms of this Agreement.

4. Exclusive Benefit. The obligations of the Partnership hereunder are imposed solely and exclusively for the benefit of the City and no other person or entity shall have the standing to enforce such obligations or be deemed to be beneficiaries of such obligations.

5. Scope of Services/ Limit of Liability. Nothing in this agreement shall give rise to an expectation that the Partnership, or its residents will receive preferential services over those needed by other City residents. The nature and extent of the services and the timing and method of the application of the service fee shall be in the sole, final and absolute discretion of the City. Both the City and Partnership agree that this agreement in no way changes any legal standards of providing services or governmental immunity.

6. Run with Land. The City and Partnership agree that the terms and conditions of this Agreement will run with the land of the Housing Development and be binding on any successors to title to the Partnership.

7. Assignment. Upon the written consent of the City, the Partnership may transfer or assign its rights and obligations under this Agreement to a buyer ("Transferee") of the Housing Development. The Transferee must agree to assume the Partnership's obligations under this Agreement and the Development Agreement which has been executed by the Partnership with the City. Upon assignment and assumption of this Agreement by the Transferee, the Partnership and the Guarantor shall be relieved of any further liabilities or obligations accruing under this Agreement or the Development Agreement

8. Headings. The headings in this Agreement have only been inserted for convenience and shall not affect the meaning or interpretation of this Agreement. No heading shall have any legal significance of any nature whatsoever.

9. Binding Effect. This Agreement shall be binding on the parties, their heirs, successors, and assigns.

10. Recording of Agreement. The City and the Partnership agree that either party may record this Agreement with the Ottawa County Register of Deeds.

11. Complete Agreement. This Agreement contains the entire agreement between the parties and there is no other prior oral or written agreement on the part of any party to do anything other than as expressly stated in this Agreement. The parties make no reliance on any verbal representations. There shall be no modification or amendments to this Agreement unless they are in writing and signed by all of the parties to this Agreement.

12. No Waiver. No delay, omission, or failure of the City to act under this Agreement or to insist upon strict compliance with any term and condition of this Agreement, and no custom or practice of the parties at variance with the terms and conditions of this Agreement shall constitute a waiver of City's right to demand exact compliance with this Agreement. No waiver of any right or remedy of City shall be construed as a bar to or a waiver of any such right or remedy on any future occasion.

13. Severability. If any term or condition of this Agreement is found to be void, invalid, or unenforceable, the validity or enforceability of the remaining terms and conditions shall not be affected or impaired and will continue in full force and effect.

14. Notice. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given if (a) mailed by United States Certified Mail

(postage prepaid, return receipt requested), three business days after mailing, or (b) if by Federal Express or other reliable overnight courier service, on the next business day after delivered to such courier service, provided to the party at the address set forth in the introductory paragraph of this Agreement.

[Signatures appear on the following page.]

In the presence of:

CITY OF YPSILANTI, a Michigan
Municipal Home-rule City

BY: _____
Lois Richardson, Mayor

BY: _____
Andrew Hellenga, City Clerk

CLARK ROAD SENIOR LIMITED
DIVIDEND HOUSING ASSOCIATION
LIMITED PARTNERSHIP, a Michigan
limited partnership

BY: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

—

JOHN M. BARR P-10475
Ypsilanti City Attorney

Exhibit A

Legal Description of Housing Development

The land situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, is described as follows:

EMERGENCY SERVICES AGREEMENT

This Emergency Services Agreement is made this ____ day of _____, 2022, by and between Clark Road Senior Limited Dividend Housing Association Limited Partnership (the "Partnership"), a Michigan limited partnership, whose address is 401 Wilshire Boulevard, Suite 1070, Santa Monica, California 90401, and the City of Ypsilanti, a Michigan municipal home rule city, whose address is One South Huron Street, Ypsilanti, Michigan 48197 (the "City").

Background

A. The Partnership is in the process of acquiring and constructing a multi-family housing development to be known as 845 W Clark (the "Housing Development"), which is located within the City and is more fully described in Exhibit A, which is attached hereto and incorporated herein as Exhibit A. The Housing Development will consist of one hundred fifty-two (152) units which will be leased to elderly households of low and moderate income. The parties recognize that due to the high concentration of elderly persons residing at the Housing Development that the City will be providing a higher level and greater amount of Emergency Services, as defined below, to the Housing Development.

B. The Partnership has executed a Community Benefits Agreement dated as of _____ (the "CBA") with the City, the terms of which are incorporated by reference. The City, acting by and through its Police and Fire Departments and otherwise, provides public safety and emergency services within the City. It is anticipated that Housing Development will have special needs for these types of emergency services in particular due to its low income, elderly residents and acknowledges that such needs may be greater than typically situated residential developments. The parties to this Agreement wish to set forth their understanding of the obligation of the Partnership to compensate the City for its costs of providing emergency services to the Housing Development.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms are defined as:

a. "Emergency Services" are police, fire, and other emergency services and any other responses by the City to events constituting an emergency or presenting a threat to public health and safety or to property.

b. The "Emergency Services Fee" is an annual payment intended to compensate the City for Emergency Services to the Housing Development, which for the first year of the Payment Period shall be \$55,808 and for each subsequent year in the Payment Period, as defined below, the prior year's payment amount shall be increased by the lesser of three (3%) percent of the annual average or the 12 monthly values for the United States consumer price index for all urban consumers as defined and officially reported by the United States department of

labor, bureau of labor statistics (the "CPI"). Notwithstanding the foregoing, if the final year of the Payment Period is less than a full year, the Emergency Services Fee for that partial year shall be that proportion of the fee which would have been applicable to a full year which the number of days of such partial year bears to 365.

c. The "Payment Period" shall commence in full on January 1st of the year following the year in which the Senior Project receives its Certificate of Occupancy, and shall end on the day the PILOT for the Senior Project expires or is terminated. In the event portions of the project receive a Certificate of Occupancy, but the entire project has yet to receive a Certificate of Occupancy in a given calendar year, payment will be due in the next year based on the pro rata share of units that have received a Certificate of Occupancy in relation to the total number of units planned to be built.

2. Payment. The Partnership shall pay the Emergency Services Fee to the City for each year of the Payment Period, in one (1) installment, on or before July 1 of each year. The Emergency Services Fee is based on the City's estimate of the annual cost of providing Emergency Services to the Housing Development but in order to afford the parties a stable and predictable level of expense and income, the Emergency Services Fee shall not be subject to adjustment except as provided for herein.

3. Guaranty. The Partnership unconditionally guarantees the full, faithful, and timely performance of all the covenants of the Agreement. The Partnership agrees that if it does not perform its obligations under this Agreement the City is entitled to pursue any and all remedies, legal or equitable, that it is entitled to under Michigan law. The Partnership agrees to be liable for all costs of collection including reasonable attorney fees and costs incurred by the City in the enforcement of the terms of this Agreement.

4. Exclusive Benefit. The obligations of the Partnership hereunder are imposed solely and exclusively for the benefit of the City and no other person or entity shall have the standing to enforce such obligations or be deemed to be beneficiaries of such obligations.

5. Scope of Services/ Limit of Liability. Nothing in this agreement shall give rise to an expectation that the Partnership, or its residents will receive preferential services over those needed by other City residents. The nature and extent of the services and the timing and method of the application of the service fee shall be in the sole, final and absolute discretion of the City. Both the City and Partnership agree that this agreement in no way changes any legal standards of providing services or governmental immunity.

6. Run with Land. The City and Partnership agree that the terms and conditions of this Agreement will run with the land of the Housing Development and be binding on any successors to title to the Partnership.

7. Assignment. Upon the written consent of the City, the Partnership may transfer or assign its rights and obligations under this Agreement to a buyer ("Transferee") of

the Housing Development. The Transferee must agree to assume the Partnership's obligations under this Agreement and the Development Agreement which has been executed by the Partnership with the City. Upon assignment and assumption of this Agreement by the Transferee, the Partnership and the Guarantor shall be relieved of any further liabilities or obligations accruing under this Agreement or the Development Agreement

8. Headings. The headings in this Agreement have only been inserted for convenience and shall not affect the meaning or interpretation of this Agreement. No heading shall have any legal significance of any nature whatsoever.

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12. No Waiver. No delay, omission, or failure of the City to act under this Agreement or to insist upon strict compliance with any term and condition of this Agreement, and no custom or practice of the parties at variance with the terms and conditions of this Agreement shall constitute a waiver of City's right to demand exact compliance with this Agreement. No waiver of any right or remedy of City shall be construed as a bar to or a waiver of any such right or remedy on any future occasion.

13. Severability. If any term or condition of this Agreement is found to be void, invalid, or unenforceable, the validity or enforceability of the remaining terms and conditions shall not be affected or impaired and will continue in full force and effect.

14. Notice. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given if (a) mailed by United States Certified Mail (postage prepaid, return receipt requested), three business days after mailing, or (b) if by Federal Express or other reliable overnight courier service, on the next business day after delivered to such courier service, provided to the party at the address set forth in the introductory paragraph of this Agreement.

[Signatures appear on the following page.]

In the presence of:

CITY OF YPSILANTI, a Michigan
Municipal Home-rule City

BY: _____
Lois Richardson, Mayor

BY: _____
Andrew Hellenga, City Clerk

CLARK ROAD SENIOR LIMITED DIVIDEND
HOUSING ASSOCIATION LIMITED
PARTNERSHIP, a Michigan limited partnership

BY: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

—

JOHN M. BARR P-10475
Ypsilanti City Attorney

Exhibit A

Legal Description of Housing Development

The land situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, is described as follows:



MEMORANDUM
May 24, 2022

To: Mayor and City Council

From: Joe Meyers, Director of Economic Development and Administrative Services

Subject: Summary of the Community Benefits Ordinance Process for 845/945 Clark Rd

Over the past three months, the Community Benefits Ordinance Committee has met five times and had many productive discussions ranging on all aspects of the development on Clark Rd. Over the process, the committee focused primarily on tenant's rights, usage of community space, hiring of individuals with previous felony records, targeted promotion of City of Ypsilanti residents, and adjustments to the PILOT calculation to allow for additional affordable housing.

Once the committee completed the work, legal counsel, and staff went to work developing the agreement. In reviewing the agreement, it appears that the staff was misinformed on how PILOTs are distributed. Every PILOT must be distributed proportionally to the taxing jurisdictions. With this being said, if the city passes a PILOT with a nominal fee (\$100), we can enter into an emergency services agreement for the amount of the PILOT that would go just to the city in the amount of the projected PILOT. With this being understood, staff would recommend that City Council alter the agreement to reduce the amount of the PILOT to a nominal fee and enter into an emergency services agreement at the amount of the PILOT request and tied to the increase in rents. The city currently has an emergency services agreement with Chidester Place.

In addition to the requests of the developer, the Committee made requests of the city to do the following as a part of this development a covered bus stop, Leforge corridor beautification, maintenance, and safety; including bike lanes and pedestrian barriers, information on Pen Dam and ecological impacts. Additionally, they encourage City Council to invest in new affordable housing for our full community to counter the effects of gentrification (low-income people who live alone or with unrelated adults, families, and seniors).

Attached are the minutes of the Community Benefits Ordinance Committee and memorandums that were given to the committee. As always, please let me know if you have any questions.



CITY OF YPSILANTI
COMMUNITY BENEFITS Ad Hoc MEETING
MARCH 3, 2022 @ 7:00 PM
City Hall
One South Huron, Ypsilanti, MI 48197
[Virtual Access](#)

Page

I. CALL TO ORDER

II. ROLL CALL

Alyssa Newsome
Desirae Simmons
Kara Landstrom
Lisa Voelker
Jon Lusk
Tegwyn John
Alice Elliot

III. AGENDA APPROVAL

IV. PUBLIC COMMENT (3 MINUTES)

V. COMMITTEE INTRODUCTIONS

VI. OPERATING PROCEDURES FOR THE COMMITTEE

- A. Approve Committee Structure
- B. Approve Committee Rules of Operation
- C. Approve Committee meeting schedule/meeting length.

VII. REVIEW OF DOCUMENTS / DISCUSSION

<https://cityofypsilanti.com/819/945-Clark-Rd>

3 - 10

- A. Community Benefits Ordinance
[ARTICLE VII - COMMUNITY BENEFITS](#)

11 - 25

- B. Site Plan:
 - The link in this header has another link to the presentation by the developer which includes the site plan
 - The site plan was presented to the Planning Commission and has conditions to be met before submission to Council.[2022-02-09 Architectural Site Plans REDUCED](#)

Page 1 of 27

[February 2022 PC Action Minutes](#)

- C. Pilot Program: Overview and Specifics

VIII. COMMUNITY BENEFITS

26 - 27

- A. City Code Section 30-515 (a) - Listed Benefits
[City Code Section 30 Benefits from Community meeting](#)
- B. Additional Unlisted Benefits

IX. COMMITTEE PROPOSED BUSINESS

X. ADJOURNMENT

ARTICLE VII. COMMUNITY BENEFITS

DIVISION 1. GENERALLY

Sec. 30-500. Purpose.

- (a) It shall be the policy of the City of Ypsilanti to require, wherever feasible, proportional community benefits as a condition of significant public support for development in the form of subsidies, tax abatements, below-market priced land, or other enhanced public resources.
 - (b) This article shall be known as the "City of Ypsilanti Community Benefits Ordinance."
- (Ord. No. 1325 , § 1, 9-11-2018)

Sec. 30-501. Definitions.

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

Community benefits mean the amenities, benefits, commitments, or promises to the City of Ypsilanti by a developer, as discussed further in section 30-515 of this article.

Community benefits agreement means a voluntary contract negotiated and agreed to by the City of Ypsilanti and a developer to provide community benefits in return for the receipt of a public support.

Department means the City of Ypsilanti Economic and Community Development Department, or its successor department.

Developer means any person, firm, partnership, limited liability company, corporation, joint venture, proprietorship, or other entity that is the purchaser or lessee in the sale or lease of city-owned land, the recipient of a financial incentive, or any combination thereof, including sub-contractors.

Financial incentive means cash or near-cash assistance provided on the discretionary basis of the City of Ypsilanti to attract or retain a project. These benefits principally encompass tax and economic incentives provided by federal, state, or local governmental bodies, as discussed further in section 30-514 of this article.

Interested councilmember means a member of the Ypsilanti City Council representing the ward in which a project is proposed to be located.

Project means either a tier 1 project or tier 2 project.

Public support means a financial incentive of \$50,000.00 or more or the sale or lease of city-owned land for a price of at least \$10,000.00 below market value, as determined by the city assessor. Public support shall not include incentives through the Neighborhood Enterprise Zone Act, Public Act 147 of 1992 (MCL 207.771 et seq.).

Quadruple bottom line philosophy means the effect a project may have on the well-being of the community in terms of cultural vitality, social equity, economic prosperity, and environmental sustainability. This includes the public support and community benefits agreed to as part of the project.

Registered group means any group or organization with at least one member that is a resident of the City of Ypsilanti that files their contact information with the department to receive notification under this article. The

department shall keep this information on file. The registered group shall be responsible for the accuracy of the information submitted to the department.

Sale or lease of city-owned land means the conveyance of title of real property from the city or other public entity to a purchaser or a lease of city or other public property to a lessee. The conveyance of city rights-of-way, conveyances under the property disposition policy, and the conveyance or lease of properties less than one-quarter of an acre in size are not included in this definition.

Tier 1 project means any project, development, or redevelopment in which the developer is requesting public support in the form of a financial incentive in an amount of \$50,000.00 or more and less than \$250,000.00.

Tier 2 project means any project, development, or redevelopment in which the developer is requesting public support in the form of a financial incentive in an amount greater than \$250,000.00 or in the form of the sale or lease of city-owned land.

(Ord. No. 1325 , § 1, 9-11-2018)

Secs. 30-502—30-510. Reserved.

DIVISION 2. COMMUNITY BENEFITS AGREEMENT REQUIRED

Sec. 30-511. Agreement required.

A community benefits agreement is required between the City of Ypsilanti and a developer prior to city council's final approval of public support. City council may grant preliminary approval of public support subject to the execution of a community benefits agreement.

(Ord. No. 1325 , § 1, 9-11-2018)

Sec. 30-512. Minimum standards.

The following minimum standards shall be required of any community benefits agreement:

- (a) Legally enforceable and the result of the procedure specified under division 3 of this article.
- (b) The community benefits provided reflect the scale of and be in proportion to the public support approved.
- (c) Identify specific methods with regard to monitoring and compliance with the provisions of the community benefits agreement.
- (d) Provide for enforcement terms and specific remedies upon the breach or non-compliance of a party. Such remedies may include, without limitation, specific performance, liquidated damages, claw backs, or revocation or withdrawal of public support.
- (e) The provisions of a community benefits agreement shall be binding upon all parties, including their agents, successors, and assigns. After approval and execution by the parties, community benefits agreements shall be recorded against the property in which a project is located and run with the land.
- (f) Where possible, provide a means to measure, value, and assess the factors discussed in section 30-513 of this division.

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- (g) Inclusion of local small businesses, minority-owned business enterprises, women-owned business enterprises, and other relevant business organizations in pre-bid meetings and conferences with advance notice.
 - (h) Compliance of developer with the living wage or prevailing wage requirements, as applicable, provided for in chapter 2, article VI of this Code of Ordinances.
 - (i) No outstanding back taxes, fines, or liens are owed to the city.
 - (j) Compliance of developer with the provisions contained in chapter 58, article III, division 1 of this Code, regarding employment discrimination.
 - (k) Provide for the cleanup of contamination on site, as required by the Michigan Department of Environmental Quality

(Ord. No. 1325 , § 1, 9-11-2018)

Sec. 30-513. Quadruple bottom line philosophy.

Guided by a quadruple bottom line philosophy, the following factors should be considered in the consideration, deliberation, and approval of a community benefits agreement:

- (a) The potential value a project may bring to the community.
- (b) The potential impact a project will have on the community.
- (c) The profitability of a project.
- (d) Identification of potential sites of cultural, historical, or archeological significance, as well as the protection and preservation of such sites.

(Ord. No. 1325 , § 1, 9-11-2018)

Sec. 30-514. Potential programs.

The following is a non-exhaustive list of potential programs in which financial incentives may derive:

- Brownfield Redevelopment Financing Act 381 of 1996 (MCL 125.2651 et seq.).
- Commercial Redevelopment Act 255 of 1978 (MCL 207.651).
- Commercial Rehabilitation Act 210 of 2005 (MCL 207.841 et seq.).
- Corridor Improvement Authority Act 280 of 1995 (MCL 125.2871 et seq.).
- Historical Neighborhood Tax Increment Finance Authority Act 530 of 2004 (MCL 125.2841 et seq.).
- Local Development Financing Act 281 of 1986 (MCL 125.2151 et seq.).
- Obsolete Property Rehabilitation Act 146 of 2000 (MCL 125.2781 et seq.).
- Plant Rehabilitation and Industrial Development Districts Act 198 of 1974 (MCL 207.551 et seq.).
- Principal Shopping Districts and Business Improvement Districts Act 120 of 1961 (MCL 125.981 et seq.).

(Ord. No. 1325 , § 1, 9-11-2018)

Sec. 30-515. Potential community benefits.

The following is a non-exhaustive list of potential community benefits that could be included in a community benefits agreement:

- (a) Tier 1:
 - (1) Providing, either on-site or off-site, additional recreational activities, parks, open space, public service enhancements, or public infrastructure improvements for the City of Ypsilanti and its residents. This includes public transportation services and infrastructure.
 - (2) Incorporation of green or sustainable energy elements into the project or the promotion of such investments throughout the city.
 - (3) Unbundling of construction work into bid sizes that will allow local small businesses level competition, without restricting the project timelines. Assistance with access to bonding, lending, insurance, access to capital, procurement, and other types of capacity-related assistance where necessary and when available.
- (b) Tier 2:
 - (1) Work with Michigan Works, the SBDC, and other similarly situated organizations to help provide training, development, and preparation for potential contractual and hiring opportunities for local small businesses, minority-owned business enterprises, women-owned business enterprises, and other relevant business organizations and chambers.
 - (2) Providing or supporting educational and/or mentoring activities that provide or enhance employment opportunities for local residents and youth through the Ypsilanti Community Schools, Washtenaw Community College, or other educational programs.
 - (3) Creation or financial support of, either on-site or off-site, mixed or low-income housing units.

(Ord. No. 1325 , § 1, 9-11-2018)

Sec. 30-516. Classification of businesses.

Classification of a business as local, small, minority-owned business enterprise, or women-owned business enterprise shall be guided by the provisions of chapter 2, article VI, division 2, section 2-303 of this Code with regard to local businesses and the U.S. Small Business Administration eligibility criteria for small businesses, minority-owned business enterprises, women-owned business enterprises. For the purposes of this article, minority-owned business enterprises shall include LGBTQ (lesbian, gay, bisexual, transgender, queer)-owned business enterprises. Businesses discussed in this section may file their contact information with the department. The department shall keep this information on file to be shared with developers for the purposes of engagement as discussed in this division. Such businesses shall be responsible for the accuracy of the information submitted to the department. The department shall also provide developers with information regarding other organizations and agencies that the department knows to track and keep information similar to that discussed in this section.

(Ord. No. 1325 , § 1, 9-11-2018)

Sec. 30-517. Compliance requirements.

Community benefits agreements for tier 1 projects must meet the minimum standards discussed in section 30-512 of this article and provide for at least two community benefits contained in section 30-515(a) of this division or one community benefit contained in section 30-515(b) of this division. Community benefits agreements

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for tier 2 projects must comply with all of the requirements of tier 1 projects and provide for at least two community benefits contained in section 30-515(b) of this division. Projects may provide for direct funding, to the City of Ypsilanti or other relevant stakeholders, for the purposes of meeting community benefits requirements.

(Ord. No. 1325 , § 1, 9-11-2018)

Sec. 30-518. Alternative community benefits.

City council has the discretion to approve a community benefits agreement that provides for one or more community benefit not described in section 30-515 of this division in substitution for one or more community benefit that is so described. If exercising its discretion under this section, city council shall determine under which tier in section 30-515 the alternative community benefit would qualify.

(Ord. No. 1325 , § 1, 9-11-2018)

Secs. 30-519—30-525. Reserved.

DIVISION 3. PROCEDURE

Sec. 30-526. Request for public support.

Upon a developer's request for public support, developer shall meet with the department to review the request and determine the information needed and the procedure required for compliance with this article. This may include the review or request of any plans, investigations, studies, or inspections. Particularly, plans, sketches, drawings, etc.; pro forma or financial statements; environmental, geotechnical, or property surveys or reports; studies, assessments, or reports regarding impacts on public services and infrastructure, traffic and land use, and potential sites of cultural, historical, or archeological significance; or any other information deemed relevant by the department may be reviewed if such exists or may be requested if the department deems it appropriate.

(Ord. No. 1325 , § 1, 9-11-2018)

Sec. 30-527. Procedures for development.

The following procedure is required for the development of community benefits agreements for all projects.

- (a) The department shall coordinate with the developer and interested councilmembers to call and hold a community participation meeting, which shall be chaired by an interested councilmember. The purpose of this meeting shall be to inform the community about the project and to allow the community to discuss potential community benefits. Particularly, the scope of the request for public support, the information discussed in section 30-526 of this division, and the provisions and procedures of this article shall be shared with the community. There shall be time at this meeting for those present to ask questions, discuss and identify among themselves potential community benefits, and recommend resident members for the ad-hoc committee discussed in section 30-527(b) of this division. Applications for appointment shall be made available for resident members of the ad-hoc committee discussed in section 30-527(b) of this division. The developer shall be present at this meeting to present information and answer questions. Notice of this meeting shall be provided as required by this division no less than 30 days in advance. This meeting shall be subject to the Open Meetings Act and its records subject to the Freedom of Information Act. If this meeting is held on a weekday, it shall not begin prior to 6:00 p.m.

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- (b) Within 15 days of the community participation meeting discussed in section 30-527(a) of this division, city council shall establish an ad-hoc committee consisting of one interested councilmember; and five to eight residents of the City of Ypsilanti. City council shall select the interested councilmember among themselves to serve on the committee. The mayor, subject to the approval of city council, shall appoint the remaining members of the committee with at least three members being selected from those recommended at the community participation meeting identified above. In making such appointments, the mayor and city council should be guided by the relevant community interests with regard to the specific aspects of the project. Such interests could include, but are not limited to, the geographic location of the project as well as relevant demographic and socio-economic factors. Residents who have competing affiliations or interests that may result in the perception or the reality of an increased risk of bias or poor judgment in upholding the committee member responsibility to prioritize the interests of community residents should be restricted from serving on the committee. This may include current or past employment affiliated with the developer. This committee is subject to the Open Meetings Act and its records subject to the Freedom of Information Act.
 - (c) Once established, the city manager shall designate a staff liaison to the committee described in section 30-527(b) of this division. Additionally, the city attorney's office should be available to advise and assist the committee. The staff liaison will provide ad hoc committee members with all documentation necessary for compliance with this article, as identified in section 30-526 of this division, within 48 hours of their selection. All other documents requested by the ad hoc committee during the process should be provided within 48 hours of such requests.
 - (d) After the committee described in section 30-527(b) of this division is established, it shall meet at least twice within 60 days. The purpose of these meetings is to identify community benefits mutually agreed upon with the developer and make a recommendation to city council. Within these 60 days, the committee shall provide a recommended community benefits agreement for consideration by city council. The developer may produce and deliver a response for consideration by city council within 15 days of the issuance of the recommendation. Upon the request of the committee or the developer, respectively, city council may grant an extension to the deadlines described herein. The city manager, in his or her sole discretion, may direct employees and departments of the city to review and report to the committee concerning specific aspects of a proposed community benefits agreement. Likewise, the city manager may direct employees and departments of the city to review a recommended community benefits agreement issued by the committee and report to city council. Notice for meetings of the committee shall be provided as required by this division no less than seven days in advance.

(Ord. No. 1325 , § 1, 9-11-2018)

Sec. 30-528. Public hearings.

After the procedures discussed in this division, city council shall hold a public hearing regarding the proposed community benefits agreement no less than 15 days prior to its consideration by city council.

(Ord. No. 1325 , § 1, 9-11-2018)

Sec. 30-529. City council decision.

City council may accept, reject, or amend a proposed community benefits agreement by resolution.

(Ord. No. 1325 , § 1, 9-11-2018)

(Supp. No. 13)

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Sec. 30-530. Public notice.

Notice of all meetings discussed in this division shall be published according to section 11.13 of the City Charter. In addition, such notice shall be sent by mail or personal delivery to all registered groups; the developer; to all persons to whom real property is assessed within 1,000 feet of the property boundary of where the project is located; and to the occupants of all structures within 1,000 feet of where the project is located. If the name of an occupant is not known, the term "occupant" may be used in making notification. Notification need not be given to more than one occupant of a structure, except that if a structure contains more than one dwelling unit or spatial area owned or leased by different individuals, partnerships, businesses, or organizations, one occupant of each unit or special area shall receive notice. Such notice shall include the following:

- (a) Description of the nature of the meeting. This description shall include a brief summary of the project and the public support requested, the relevant requirements and procedures of this article, and the purpose for which the particular meeting is being held.
- (b) A legal description or address of the property which the project is located.
- (c) Statement of when and where the meeting will be held.
- (d) Statement of when and where comments will be received.

(Ord. No. 1325 , § 1, 9-11-2018)

Sec. 30-531. Public participation policy.

The procedure provided for in this division shall comply with the City of Ypsilanti Public Participation Policy when applicable.

(Ord. No. 1325 , § 1, 9-11-2018)

Secs. 30-532—30-545. Reserved.

DIVISION 4. MISCELLANEOUS PROVISIONS

Sec. 30-546. Exemptions.

Upon the request of a developer, city council may adopt a resolution exempting the developer from the requirement of entering into a community benefits agreement. Such resolution shall require five affirmative votes by city council for adoption. In requesting such an exemption, the developer shall demonstrate that the project and execution of a community benefits agreement is infeasible or impractical. To request such an exemption, the developer shall:

- (a) Provide city council, in writing, the basis of its request.
- (b) State, with particularity, the good-faith efforts the developer has made to engage in the process of developing and executing a community benefits agreement.
- (c) Document how the developer will otherwise seek to implement the purpose of this article.

The developer's request, including any supporting material, and notice shall be published according to section 11.13 of the City Charter seven days prior to consideration by city council.

(Ord. No. 1325 , § 1, 9-11-2018)

(Supp. No. 13)

Created: 2021-12-02 09:22:56 [EST]

Sec. 30-547. Funding limitations, monitoring, reporting.

If a community benefits agreement provides for direct funding, either to the City of Ypsilanti or another relevant stakeholder, the community benefits agreement recommended or approved shall provide for the limitations of spending such funding and the methods for monitoring, reporting, and approving its use. If a community benefits agreement provides for direct funding to an entity other than the City of Ypsilanti, the community benefits agreement recommended or approved shall particularly identify such entity. Additionally, such an entity should be engaged in the process of developing a recommended or approved community benefits agreement and possibly execute the community benefits agreement as a third-party beneficiary.

(Ord. No. 1325 , § 1, 9-11-2018)

Sec. 30-548. Required conditions for public support.

The provisions of this article are prescriptive in nature and are set forth as required conditions for the requesting, provisioning, and receiving of public support for a project. Material failure to comply with the provisions of this article may result in denial, suspension, termination, revocation, or withdrawal of public support, but shall not be subject to the penalties, sanctions, or remedies set forth in section 1-15 of this Code. Except when obtained through substantial and material misrepresentation or fraud, the resolution of city council approving the public support for a project shall be evidence of compliance with the provisions of this article. Thereafter, remedies shall be limited to enforcement of the community benefits agreement.

(Ord. No. 1325 , § 1, 9-11-2018)

Sec. 30-549. Article review; termination.

This article shall be revisited and reviewed by city council after adoption. If not renewed by city council, this article shall terminate three years after adoption and shall not be enforceable.

(Ord. No. 1325 , § 1, 9-11-2018)

Secs. 30-550—30-575. Reserved.

845 & 945 W CLARK RD. FAMILY & SENIOR APARTMENTS

PLANNED UNIT DEVELOPMENT

FEBRUARY 9, 2022



Project Team

Owner:
Lincoln Avenue Capital
401 Wilshire Blvd. Suite 1070
Santa Monica, CA 90401

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Kbrasser@lincolnavecp.com

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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

Cover Sheet
Project Information

A1.0

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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	
1 BR	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)		



DJR
ARCHITECTURE



PLANNED UNIT
DEVELOPMENT

SITE PLAN REVIEW

02.09.2022

845 & 945
W Clark Rd

Senior & Family
Apartments

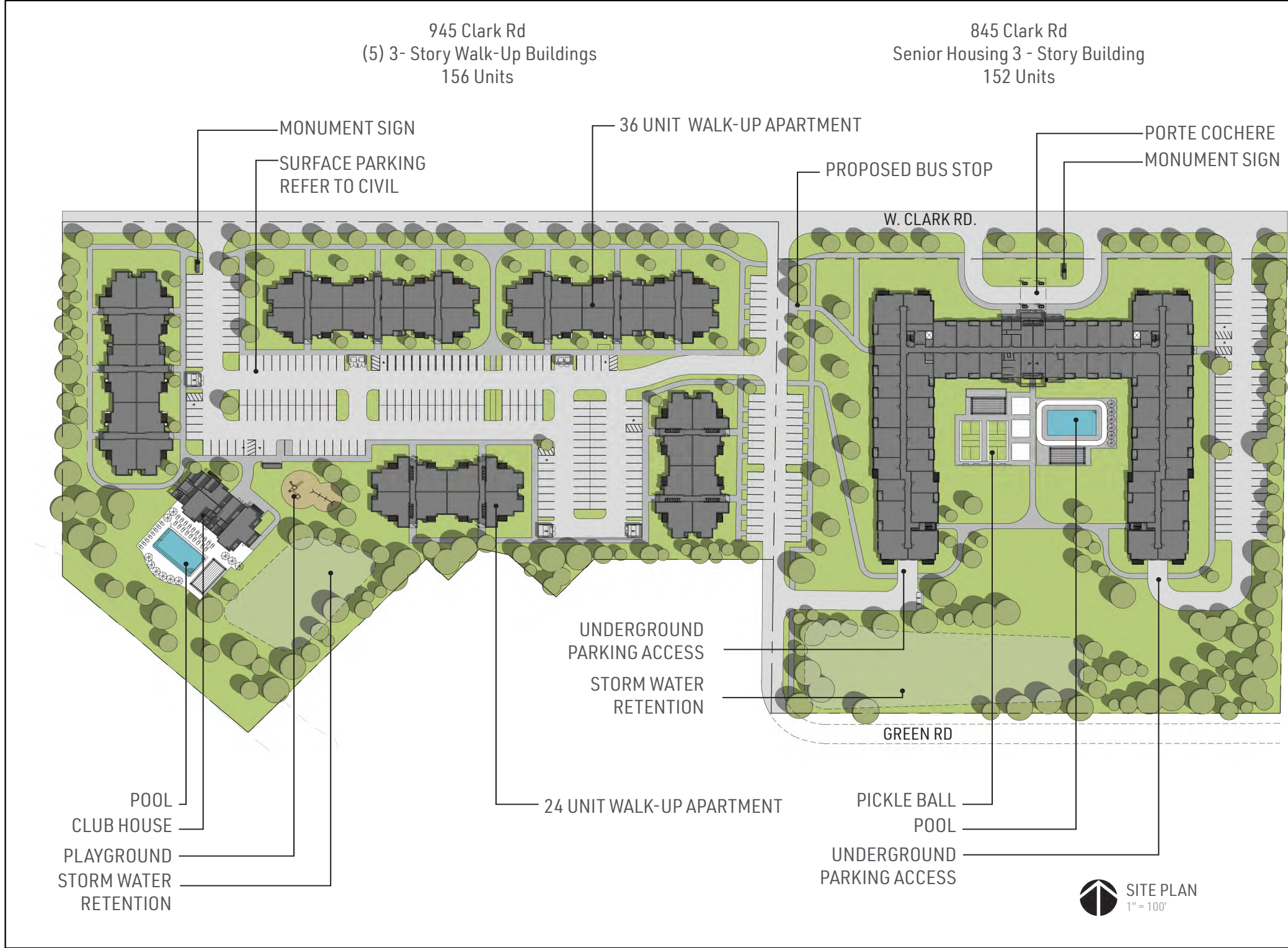
845 & 945 West Clark Rd
Ypsilanti, Michigan

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**

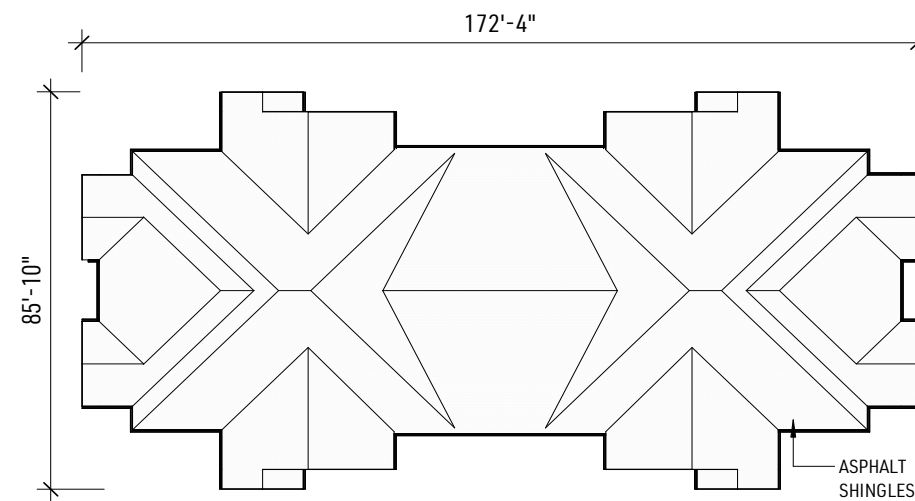
845 & 945 West Clark Rd
Ypsilanti, Michigan

21-082.00

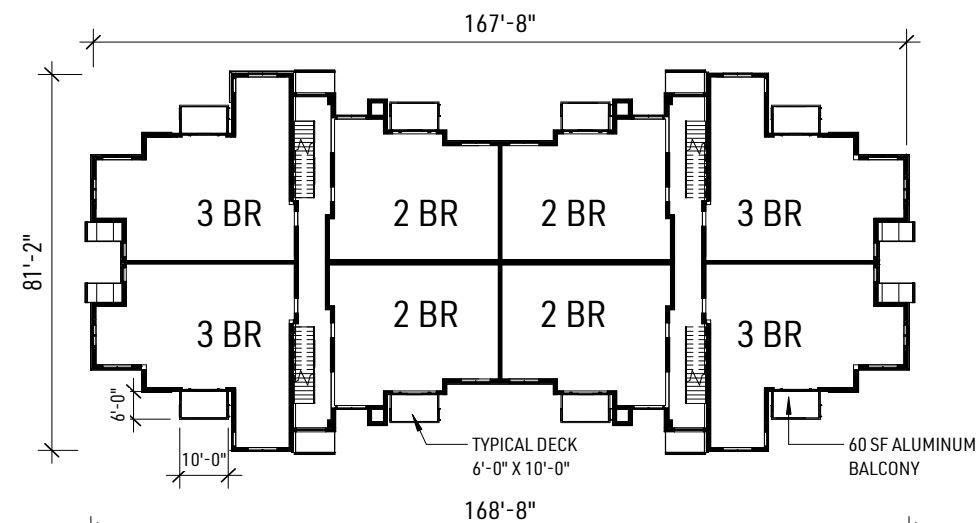
Site Plan

A3.0

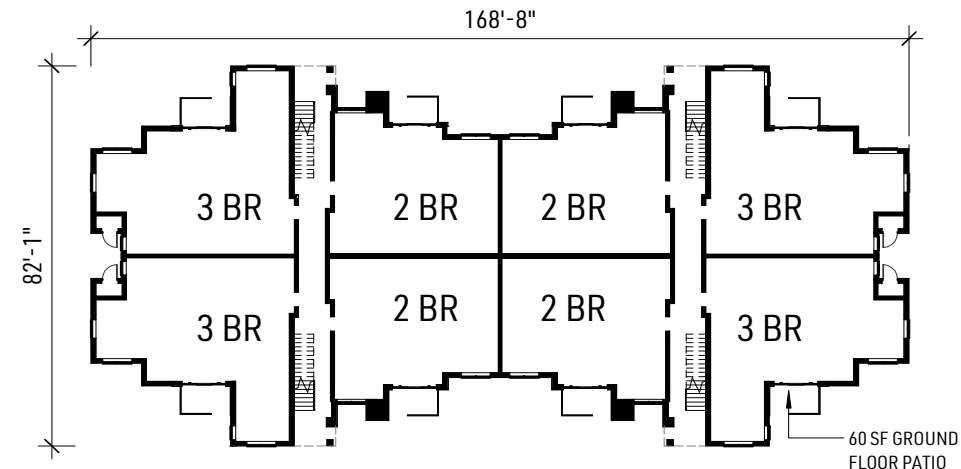
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 FLOOR PLANS - ROOF
1/20" = 1'-0"
9,976 SF



 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



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

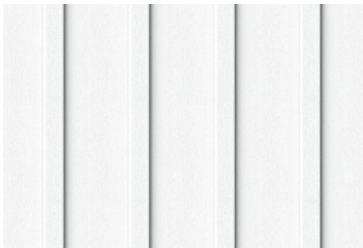
Floor Plan

A4.0

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Brick - Dusty Grey Ironspot



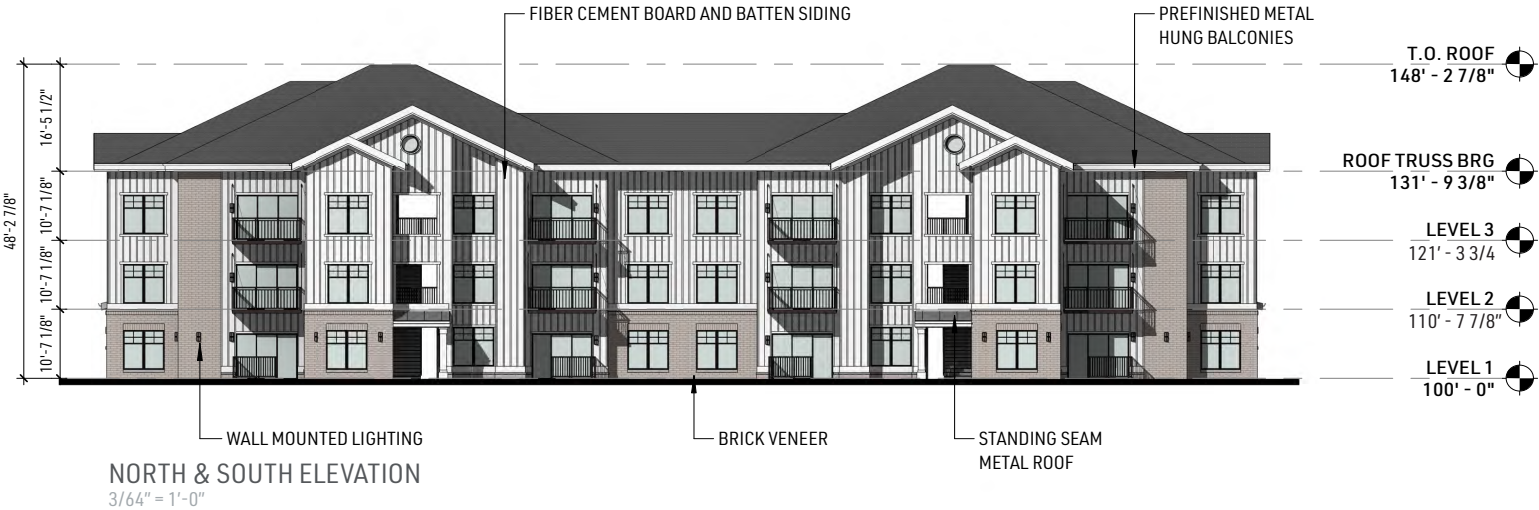
Board and Batten - Bone White



Asphalt Shingles - Oyster Grey



Aluminum Balcony



PLANNED UNIT
DEVELOPMENT

SITE PLAN REVIEW

02.09.2022

**845 & 945
W Clark Rd**

**Senior & Family
Apartments**

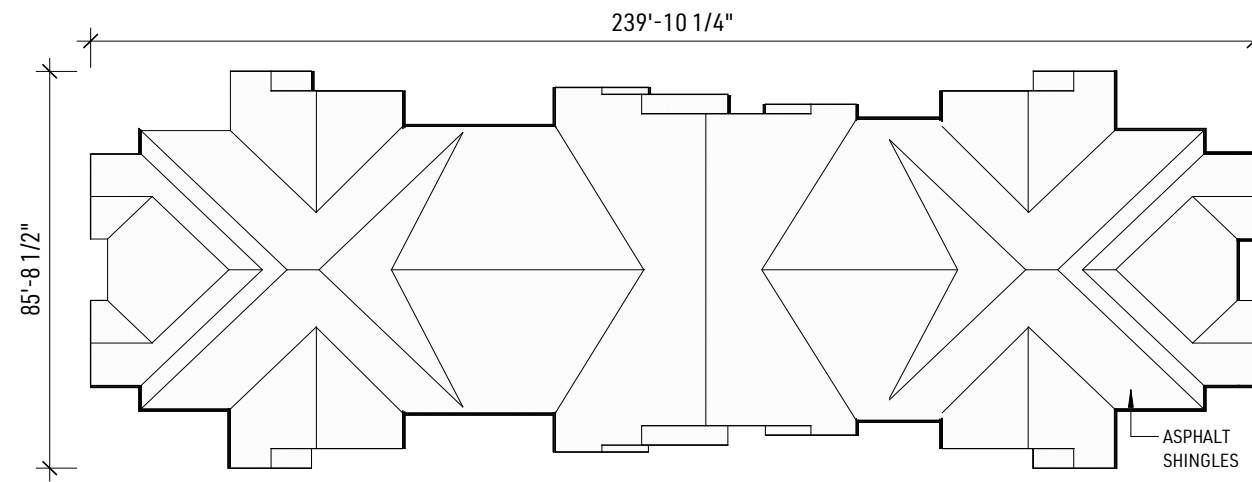
845 & 945 West Clark Rd
Ypsilanti, Michigan

21-082.00

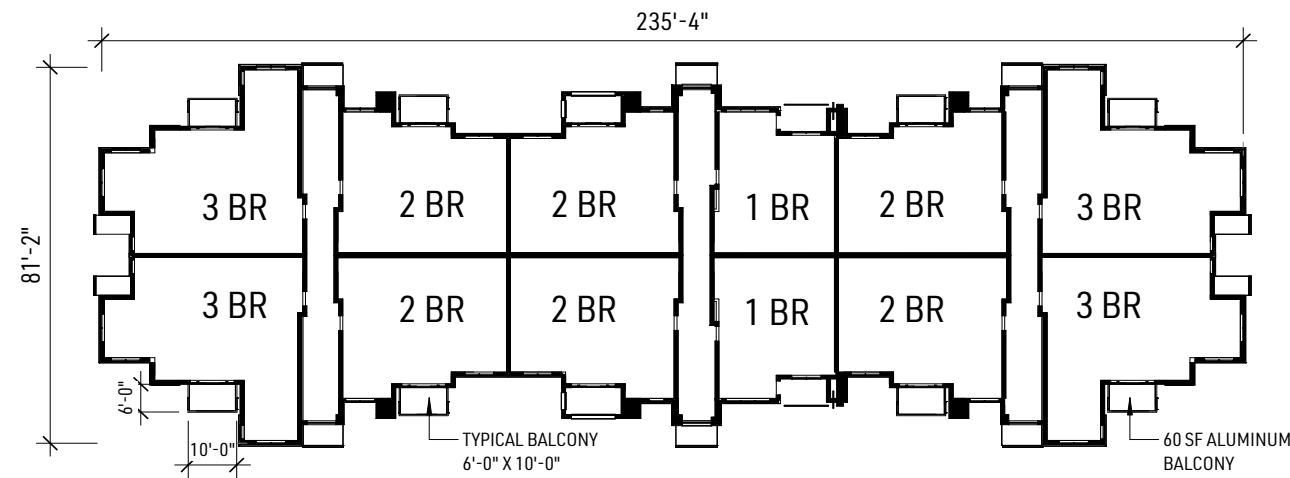
Family Apartment
24 Unit Building
Elevations

A5.0

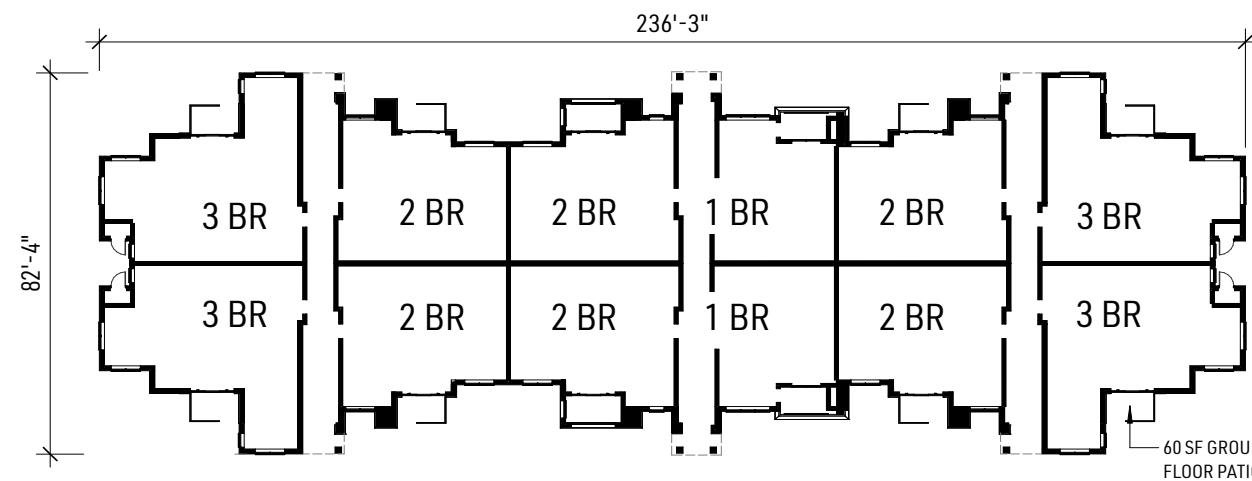
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 FLOOR PLANS - ROOF
1/20" = 1'-0"



 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



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

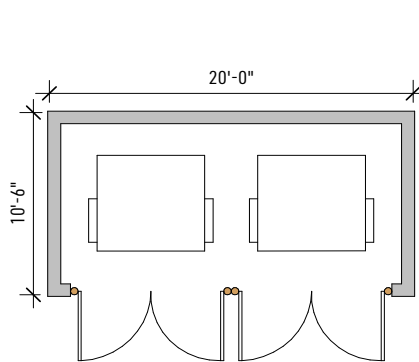
Floor Plans

A6.0

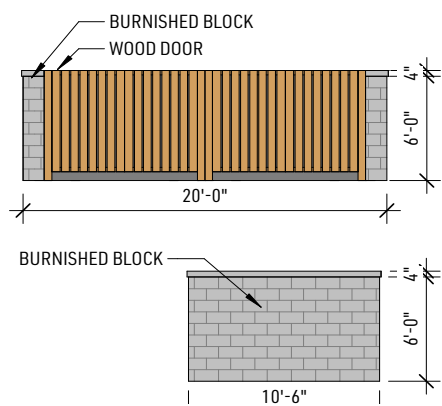
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NORTH & SOUTH ELEVATION
3/64" = 1'-0"



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

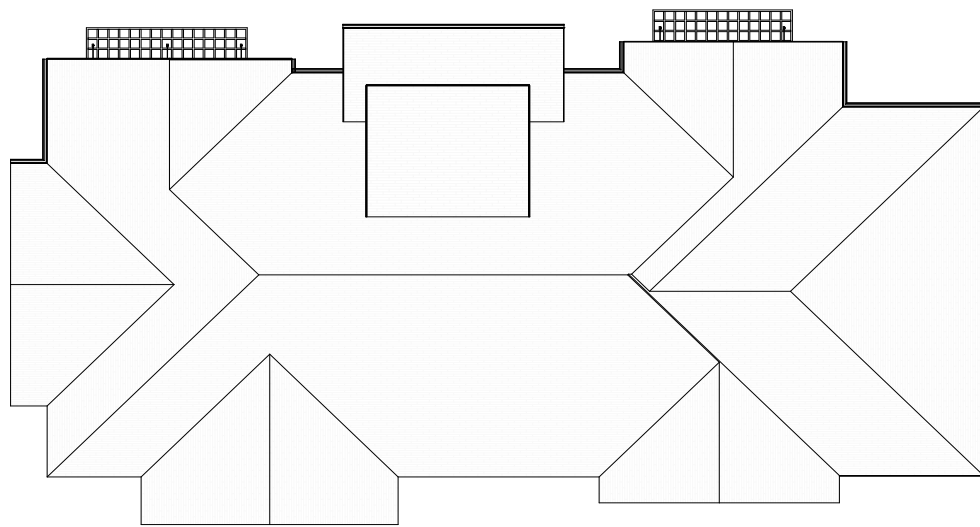
Elevations

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

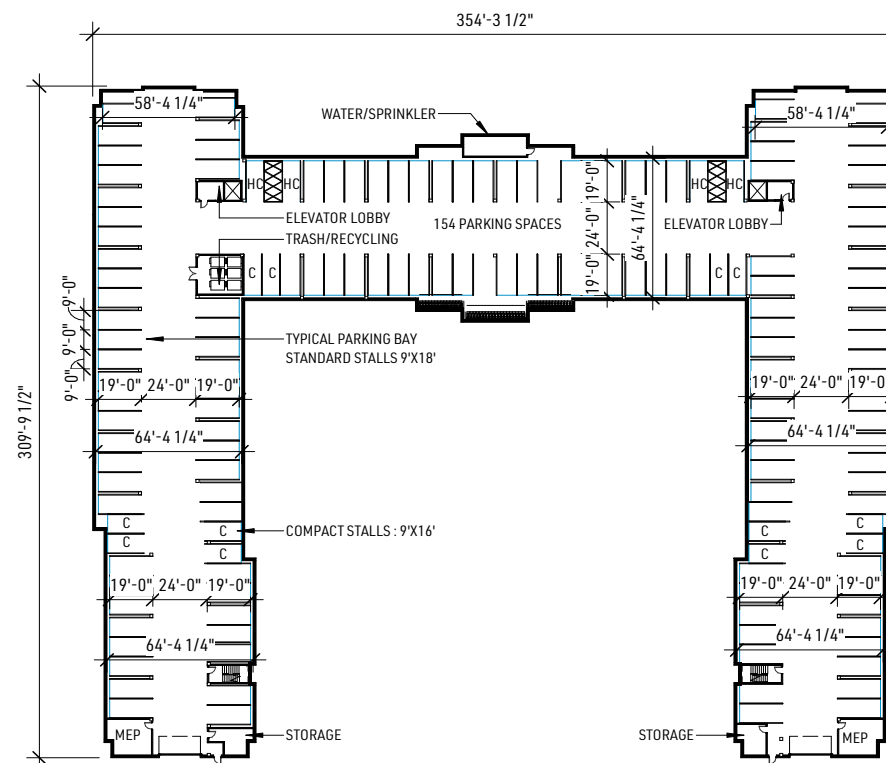
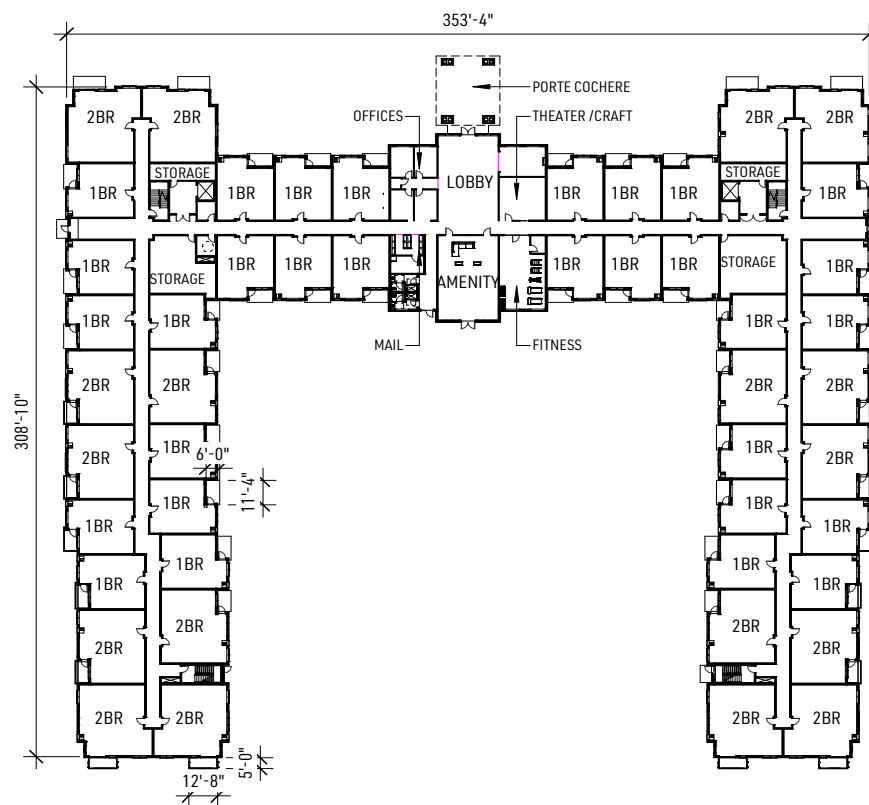
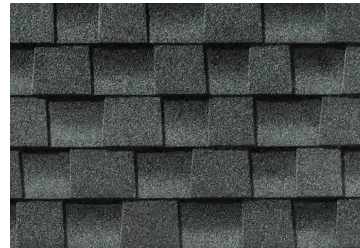
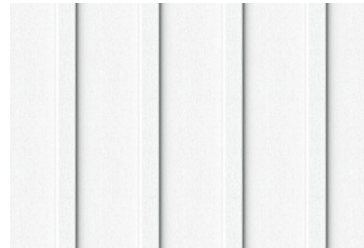
845 & 945 West Clark Rd
Ypsilanti, Michigan

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

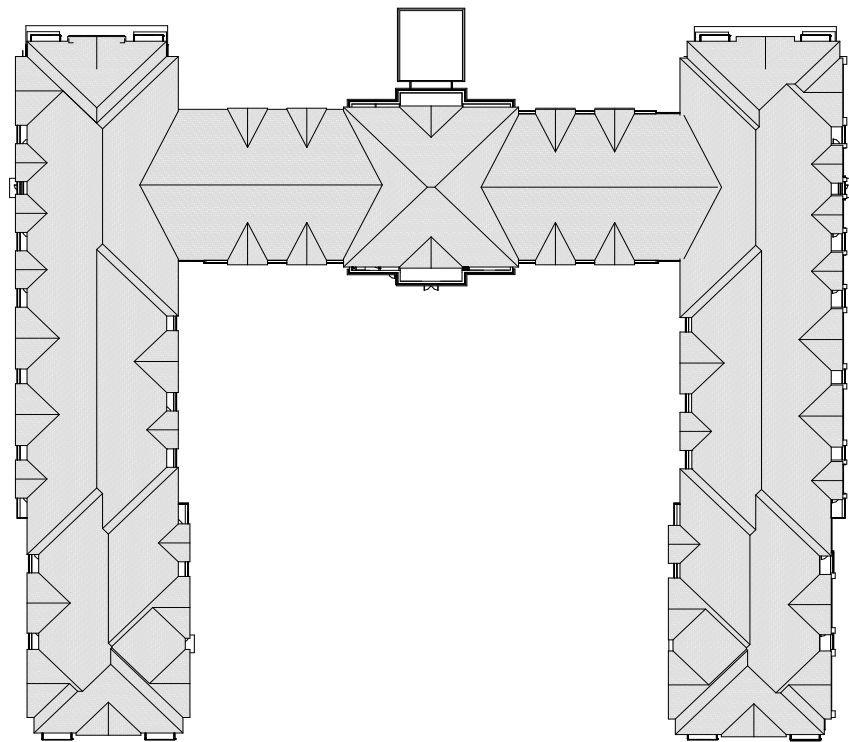
21-082.00

Senior Building

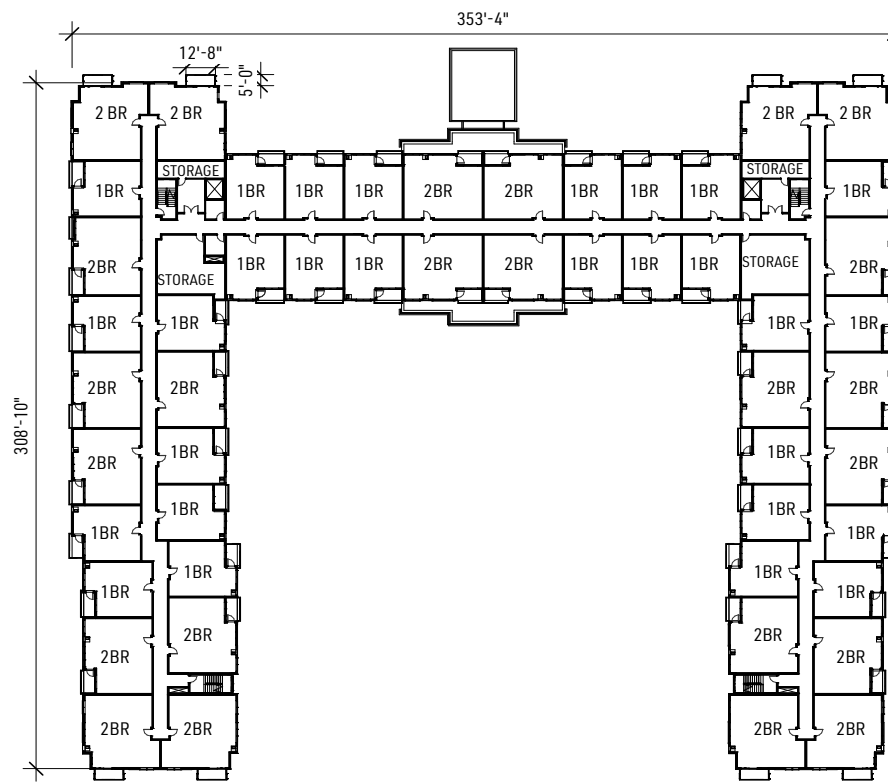
Floor Plans

A9.0

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 FLOOR PLANS - ROOF
1"= 60'



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



DJR
ARCHITECTURE



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

Floor Plans

A6.0

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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

Senior Building
Elevations

A11.0

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AERIAL VIEW FROM NE



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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ARCHITECTURE



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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**Action 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

VI. Presentations and Public Hearing Items

- Planned Unit Development – 845 & 945 W Clark Road
 - *Public Hearing*

Motion to open the public hearing.

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

One letter was acknowledged and summarized by the Commission.

Motion to close the public hearing.

Offered By: Commissioner Simmons; Seconded By: Commissioner Donnelly

Approved: Yes – 8; No – 0

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

VII. Old Business

VIII. New Business

IX. Future Business Discussion / Updates

X. Adjournment

Motion to adjourn.

Offered By: Commissioner Hollifield; Seconded By: Donnelly

Approved: Yes – 8; No – 0

City Code Section 30-515 (a)

1. Providing, either on-site or off-site, additional recreational activities, parks, open space, public service enhancements, or public infrastructure improvements for the City of Ypsilanti and its residents. This includes public transportation services and infrastructure.
 - Bathrooms for the park
 - Pedestrian crossing
 - Bus stop – Covered Shelter
 - Community access to the river
 - Amtrak Depot
 - Boardwalk along the river
 - Offside Sidewalks
2. Incorporation of green or sustainable energy elements into the Project or the promotion of such investments throughout the City of Ypsilanti.
 - Rain Gardens or other mitigation opportunities similar, demonstration sites for green infrastructure.
 - Trash Receptacles
 - Planting of trees offsite
 - Recycling for multi family
 - Solar
 - Resiliency hubs
 - Water Resource Commission Water Retention hubs
 - Small Local Businesses to supply native Plants
 - Insulation program
3. Unbundling of construction work into bid sizes that will allow local small businesses level competition, without restricting the project timelines. Assistance with access to bonding, lending, insurance, access to capital, procurement, and other types of capacity-related assistance where necessary and when available.
 1. Brainstorming

Other

- Greater accountability for landlords
- Tenant union

- Public Kiosks
- Public Grocery Store
- Visiting Nurse Programs

1. Work with Michigan Works, the SBDC, and other similarly situated organizations to help provide training, development, and preparation for potential contractual and hiring opportunities for local small businesses, minority-owned business enterprises, women-owned business enterprises, and other relevant business organizations and chambers.

1. Working with local businesses for jobs

2. Providing or supporting educational and/or mentoring activities that provide or enhance employment opportunities for local residents and youth through the Ypsilanti Community Schools, Washtenaw Community College, or other educational programs.

1. Brainstorming

3. Creation or financial support of, either on-site or off-site, mixed or low-income housing units.

1. Change metric for affordable
 2. 99 year affordability
 3. Housing Trust Fund



DRAFT MINUTES SPECIAL Meeting

7:00 PM - Friday, March 18, 2022
Council Chambers

The 945 Clark Community Benefits Committee of the City of Ypsilanti was called to order on Friday, March 18, 2022, at 7:00 PM, in the Council Chambers, with the following members present:

I CALL TO ORDER

The meeting was called to order at 7:06 PM

II ROLL CALL

Alyssa Newsome	Present (7:08 pm)
Desirae Simmons	Present
Lisa Voelker	Present
Jon Lusk	Absent (attended virtually)
Tegwyn John	Present
Alice Elliott	Present
Steve Wilcoxon	Present

III AGENDA APPROVAL

The agenda was approved as submitted.

IV PUBLIC COMMENT (3 MINUTES)

None

V DISCUSSION ITEMS

- a) Approving the minutes of the March 3, 2022 Meeting

S. Wilcoxon moved, seconded by A Elliott, to approve the minutes.

On a voice vote, the motion carried

Yes - 6; No - 0; Absent - 1

- b) Potential Community Benefits

- CBO Meeting List
- Additional Potential Incentives

- c) Discussion Regarding Proposed Development

- Property Management/Resident Dynamic
- Environmental Impact
- Development Design
 - Spatial
 - Senior Specific - Age in Place
- Affordability

- AMI Calculation
 - Span of PILOT
- Contractors/Sub-Contractor - Hire Local
- Entities involved in Development

VI COMMITTEE PROPOSED BUSINESS

- AMI Calculation
- Hiring practices
- Management company alternatives
- Prioritization/criteria of benefits

VII ADJOURNMENT

The meeting adjourned at 9:20 pm



CITY OF YPSILANTI
945 Clark Community Benefits MEETING
April 6, 2022 @ 7:00 pm
Council Chambers - City Hall
One South Huron, Ypsilanti, MI 48197
[Virtual Access](#)

Page

I. CALL TO ORDER

II. ROLL CALL

III. AGENDA APPROVAL

IV. PUBLIC COMMENT (3 MINUTES)

V. DISCUSSION OF COMMUNITY BENEFITS

2 - 3

- A. Approval of the March 29, 2022 Committee meeting minutes
[945 Clark Community Benefits - 29 Mar 2022 - Minutes](#)

4

- B. Discussion and prioritization of proposed community benefits
[Non-Exhaustive List of Benefits](#)

VI. ADJOURNMENT



MINUTES

945 Clark Community Benefits Committee Meeting

7:00 PM - Tuesday, March 29, 2022
Council Chambers

The 945 Clark Community Benefits Committee of the City of Ypsilanti was called to order on Tuesday, March 29, 2022, at 7:00 PM, in the Council Chambers.

I CALL TO ORDER

The meeting was called to order at 7:05 pm

II ROLL CALL

Alyssa Newsome Present
Desirae Simmons Present
Lisa Voelker Absent (attended virtually)
Jon Lusk Absent
Tegwyn John Present (7:23 pm)
Alice Elliott Present
Steve Wilcoxon Present

III AGENDA APPROVAL

The agenda was approved as submitted

IV PUBLIC COMMENT (3 MINUTES)

None

V DISCUSSION ITEMS

a) Approving the minutes of the March 18, 2022 Meeting.

A. Elliott moved, seconded by S. Wilcoxon to approve the minutes, the motion carried and the minutes were approved.
Yes - 4; No - 0; Absent - 3 (John, Lusk, Voelker)

b) Potential Benefits

- AMI Calculation
- Hiring Practices
- Property Management/Entities Involved in Development

c) Benefit Prioritization/Criteria

VI COMMITTEE PROPOSED BUSINESS

The committee discussed potential benefits and allocated additional research to members for the next meeting of the committee.

VII ADJOURNMENT

The meeting adjourned at 9:27 pm

Benefits for People Living at Development	Could be a Benefit to Both	Benefits for the City-at-Large
upkeep/maintenance/street presence	Onsite tutoring/activities for children	Support for pedestrian crossing elsewhere in city (i.e. N. Huron etc)
Electric appliances	Food pantry/free store	Easement Agreement (Pen Park)
Residents/Tenants Committee	More affordable units/units for incomes at lower AMI	Staffing- local, formerly incarcerated, amount of permanent staff
Property Management relationship accountability	Recycling pilot for large multi-unit households	



CITY OF YPSILANTI
945 COMMUNITY BENEFITS COMMITTEE MEETING
MARCH 29, 2022 @ 7:00 PM
CITY HALL - COUNCIL CHAMBERS
One South Huron, Ypsilanti, MI 48197
[VIRTUAL ACCESS](#)

Page

I. CALL TO ORDER

II. ROLL CALL

Alyssa Newsome
Desirae Simmons
Lisa Voelker
Jon Lusk
Tegwyn John
Alice Elliott
Steve Wilcoxon

III. AGENDA APPROVAL

IV. PUBLIC COMMENT (3 MINUTES)

V. DISCUSSION ITEMS

2 - 3

- A. Approving the minutes of the March 18, 2022 Meeting.
[945 Clark Community Benefits Committee - 18 Mar 2022 - Minutes](#)
- B. Potential Benefits
- AMI Calculation
 - Hiring Practices
 - Property Management/Entities Involved in Development

4

- C. Benefit Prioritization/Criteria
[Benefits](#)

VI. COMMITTEE PROPOSED BUSINESS

VII. ADJOURNMENT



DRAFT MINUTES SPECIAL Meeting

7:00 PM - Friday, March 18, 2022
Council Chambers

The 945 Clark Community Benefits Committee of the City of Ypsilanti was called to order on Friday, March 18, 2022, at 7:00 PM, in the Council Chambers, with the following members present:

I CALL TO ORDER

The meeting was called to order at 7:06 PM

II ROLL CALL

Alyssa Newsome	Present (7:08 pm)
Desirae Simmons	Present
Lisa Voelker	Present
Jon Lusk	Absent (attended virtually)
Tegwyn John	Present
Alice Elliott	Present
Steve Wilcoxon	Present

III AGENDA APPROVAL

The agenda was approved as submitted.

IV PUBLIC COMMENT (3 MINUTES)

None

V DISCUSSION ITEMS

a) Approving the minutes of the March 3, 2022 Meeting

S. Wilcoxon moved, seconded by A Elliott, to approve the minutes.

On a voice vote, the motion carried

Yes - 6; No - 0; Absent - 1

b) Potential Community Benefits

- CBO Meeting List
- Additional Potential Incentives

c) Discussion Regarding Proposed Development

- Property Management/Resident Dynamic
- Environmental Impact
- Development Design
 - Spatial
 - Senior Specific - Age in Place
- Affordability

- AMI Calculation
- Span of PILOT
- Contractors/Sub-Contractor - Hire Local
- Entities involved in Development

VI COMMITTEE PROPOSED BUSINESS

- AMI Calculation
- Hiring practices
- Management company alternatives
- Prioritization/criteria of benefits

VII ADJOURNMENT

The meeting adjourned at 9:20 pm

Benefits for People Living at Development	Could be a Benefit to Both	Benefits for the City-at-Large
upkeep/maintenance/street presence	Onsite tutoring/activities for children	Support for pedestrian crossing elsewhere in city (i.e. N. Huron etc)
Electric appliances	Food pantry/free store	Easement Agreement (Pen Park)
Residents/Tenants Committee	More affordable units/units for incomes at lower AMI	Staffing- local, formerly incarcerated, amount of permanent staff
Property Management relationship accountability	Recycling pilot for large multi-unit households	



CITY OF YPSILANTI
945 Clark Community Benefits Committee MEETING
April 21, 2022 @ 7:00 pm
Council Chambers - City Hall
One South Huron, Ypsilanti, MI 48197
[Virtual Access](#)

Page

I. CALL TO ORDER

II. ROLL CALL

Alyssa Newsome
Desirae Simmons
Lisa Voelker
Jon Lusk
Tegwyn John
Alice Elliott
Steve Wilcoxon

III. AGENDA APPROVAL

IV. PUBLIC COMMENT (3 MINUTES)

V. RESOLUTIONS/MOTIONS/DISCUSSIONS

- 2** A. Approval of the minutes of April 6, 2022
[945 Clark Community Benefits Committee Meeting - 06 Apr 2022 - Regular Minutes](#)
- 3 - 4** B. Discussion, prioritization, and final approval of agreed upon community benefits for the 954 Clark Rd Development. (not listed in prioritized order)
- 1) Property Management Relationship Accountability
 - 2) More units for lower AMI
 - 3) Food Pantry/Free Store
 - 4) Onsite Tutoring/Community Space
 - 5) "Resident Governance Committee"
 - 6) Ypsi-Area Targeted Promotions
 - 7) Energy/Air Quality/Radon/Mold
 - 8) Sponsor Formerly Incarcerated/Those with Felony Charges
 - 9) Easement Agreement
 - 10) City of Ypsilanti
 - 11) Cover Letter and Presentation Logistics
- [945 Clark Tiered Benefits](#)

VI. ADJOURNMENT

Page 1 of 4



MINUTES

945 Clark Community Benefits Committee Meeting

7:00 PM - Wednesday, April 6, 2022
Council Chambers

The 945 Clark Community Benefits Committee of the City of Ypsilanti was called to order on Wednesday, April 6, 2022.

I CALL TO ORDER

The meeting was called to order at 7:10 pm

II ROLL CALL

Present: S. Wilcoxon, D, Simmons, T. John, L. Voelker

Absent: A. Elliott (attended virtually), Jon Lusk (attended virtually), Alyssa Newsome

III AGENDA APPROVAL

S. Wilcoxon moved, seconded by T. John to approve the agenda. On a voice vote, the motion carried and the agenda was approved.
Yes - 4: No - 0: Absent - 3 (Lusk, Elliott, Newsome)

IV PUBLIC COMMENT (3 MINUTES)

None

V DISCUSSION OF COMMUNITY BENEFITS

a) Approval of the March 29, 2022 Committee meeting minutes

S. Wilcoxon moved, seconded by T. John to approve the minutes. On a voice vote, the motion carried and the minutes was approved.
Yes - 4: No - 0: Absent - 3 (Lusk, Elliott, Newsome)

b) Discussion and prioritization of proposed community benefits

VI ADJOURNMENT

The meeting adjourned at 9:56 pm

945 Clark Rd. Community Benefits by Tiers

Tier 1

Providing, either on-site or off-site, additional recreational activities, parks, open space, public service enhancements, or public infrastructure improvements for the City of Ypsilanti and its residents. This includes public transportation services and infrastructure.	● Food Pantry/Free Store Space ● Easement Agreement for Peninsular Park
Incorporation of green or sustainable energy elements into the Project or the promotion of such investments throughout the City of Ypsilanti.	● Energy Efficiency Audits ● Air Quality Assessments ● Radon Mitigation ● Mold Mitigation and Remediation
Unbundling of construction work into bid sizes that will allow local small businesses level competition, without restricting the project timelines. Assistance with access to bonding, lending, insurance, access to capital, procurement, and other types of capacity-related assistance where necessary and when available.	
Additional	

Tier 2

Work with Michigan Works, the SBDC, and other similarly situated organizations to help provide training, development, and preparation for potential contractual and hiring opportunities for local small businesses, minority-owned business enterprises, women-owned business enterprises, and other relevant business organizations and chambers.	• Employer Sponsor for Formerly Incarcerated and those with Felony Convictions
Providing or supporting educational and/or mentoring activities that provide or enhance employment opportunities for local residents and youth through the Ypsilanti Community Schools, Washtenaw Community College, or other educational programs.	• On-site Tutoring/Community Space
Creation or financial support of, either on-site or off-site, mixed or low income housing units.	• Affordable Housing Development • Added Units at 40% and 50% AMI • More units at 1 and 2 BR • Affordability Clawback
Additional	• Resident Governance Committee • Property Management Accountability • Ypsi-Area Targeted Promotions

City of Ypsilanti

- Corridor Beautification and Maintenance
- Covered Bus Stop on LeForge (TheRide Long-Range Plan?)
- Pedestrian Barriers (CDBG?)
- Info about the Peninsular Dam Project
- **Investment in new affordable housing for our full community to counter effects of gentrification (low-income people who live alone or with unrelated adults, families, seniors) (Accepting 3% PILOT)**



REQUEST FOR LEGISLATION
Date May 24, 2022

For: Mayor and City Council

From: Karl A. Barr, Ypsilanti City Attorney

Subject: Clark Road Development - Community Benefits Agreement

SUMMARY & BACKGROUND:

The City of Ypsilanti passed a Community Benefits Ordinance, currently located at Section 30-500 of the Ypsilanti City Code which provided for the appointment of a Citizen Committee to negotiate with a Developer who has requested public support from the Community, namely in terms of a PILOT (Payment in Lieu of Taxes) of 3% of Annual Shelter Rents. For anyone reading who may be unfamiliar, PILOT's are paid instead of ad valorem real estate taxes, and are usually a great savings to the property owner. Upon receipt by the City, said PILOT is by law (MCL 125.415a(4)) to be distributed by the municipality to the several units levying the general property tax in the same proportion as taxes (unless coupled with an Emergency Services Agreement).

The following Citizens were appointed by City Council: Chair Desirae Simmons, Alyssa Newsome, Lisa Voelker, John Lusk, Tegwyn John, Alice Elliott, Steve Wilcoxon.

Pursuant the CBO, the goal of the Committee was to negotiate a proposed agreement with the Developer which outlines what the benefits to the Community are that justify the financial (and other) incentives that have been requested from the Community. The committee met five times and, by motion, agreed on several points of which they believe satisfy the CBO and believe are in the best interests of the Community, a copy of those points being attached as Exhibit A.. After said process, staff from the City, City Attorney, Developer and the Developer's attorney prepared the form of agreement for the Community Benefits Agreement (Hereinafter CBA), of which is attached as Exhibit B.

Prior to the Council's consideration of the CBA, a public hearing must be held pursuant the CBO section 30-528 no less than 15 days prior to consideration of City Council. Said public hearing is scheduled for Tuesday May 24th. The CBA is currently scheduled for consideration by City Council on June 7th, 2022.

In furtherance of the CBO and on behalf of the Committee and the Developer, I present the attached Community Benefits Agreement for consideration by council. Council may choose to adopt this agreement in whole, or in the alternative direct staff to negotiate changes in whole or in part to the agreement proposed, or reject said agreement and proposed development.

RECOMMENDED ACTION:

I request city council to: Hold a public hearing on the CBA. and:

- 1) Recognize and thank the members of the Committee, and
- 2) Adopt the CBA as presented by resolution, *or in the alternative*, give staff direction on council's priorities with regards to the project proposal so that staff may seek to negotiate an agreement (and corresponding PILOT) that meets council's priorities.

ATTACHMENTS:

- A) 945 Clark CBO Action Minutes April 21, 2022
- B) Proposed CBA.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

**COMMUNITY BENEFITS AGREEMENT
(845 and 945 West Clark Road)**

This Agreement is made as of the ____ day of _____, 2022, by and among **THE CITY OF YPSILANTI**, a Michigan municipal home rule city whose address is One South Huron Street, Ypsilanti, Michigan 48197, hereinafter referred to as the "City," **CLARK ROAD SENIOR LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP**, a Michigan limited partnership, hereinafter referred to as the "Senior Owner," and **CLARK ROAD FAMILY LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP**, a Michigan limited partnership, hereinafter referred to as the "Family Owner," and together with Senior Owner, "Owners" and each an "Owner". The address of each Owner is 401 Wilshire Boulevard, Suite 1070, Santa Monica, California 90401.

Recitals

Whereas, the Senior Owner and the Family Owner are affiliates of Lincoln Avenue Capital Management, LLC, a Delaware limited liability company;

Whereas, the Senior Owner was created for the purpose of constructing, owning, and operating a 152-unit, senior housing development to be located at 845 West Clark Road in the City of Ypsilanti, Michigan (the "Senior Project");

Whereas, the Family Owner was created for the purpose of constructing, owning, and operating a 156-unit, multi-family housing development to be located at 945 West Clark Road in the City of Ypsilanti, Michigan (the "Family Project", and together with the Senior Project, the "Projects" and each a "Project");

Whereas, the City has adopted the Community Benefits Ordinance (the "Ordinance") which provides for public input and a citizen commission (the "Commission") to be formed in order to evaluate proposals for public support;

Whereas, each Owner has requested public support in the form of a payment in lieu of taxes pursuant to Section 15a of the Act 346 of the Public Acts of 1966, as amended (the "PILOT");

Whereas, the Ordinance requires that a Community Benefits Agreement be negotiated between City and each Owner prior to approval of a PILOT ordinance by the City;

Whereas, pursuant to the Ordinance, the City formed the Commission;

Whereas, the Commission met five times, along with City staff and a representative from the Owners, and worked through a list of proposed benefits to the City, which benefits are more fully outlined below;

Whereas, this Agreement sets forth the expectations on behalf of the City and the Owners as to some, but not all, of the City's requirements related to the Project; and

Whereas, nothing in this Agreement shall be interpreted as relaxing or obviating any other provision of Code of Ordinances of the City ("City Code"), City building code, or any related codes.

Agreement

Now, Therefore, In Consideration of the promises, covenants, representations, warranties, and agreements as set forth herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Owners agree that the Owners and the Projects will provide certain benefits to the City of Ypsilanti.

A. Public Benefits

1) The Projects.

- a. The Senior Owner will cause to be constructed a senior affordable housing project for low- and moderate-income households to be located at 845 West Clark Road, Ypsilanti, Michigan 48198.
- b. The Family Owner will cause to be constructed a multi-family affordable housing project for low- and moderate-income households to be located at 945 West Clark Road, Ypsilanti, Michigan 48198.

2) Types of Units.

- a. The Senior Project will contain 152 units of affordable housing and will be available to low- and moderate-income households as follows:

SENIOR	Units	1BR	2BR	3BR	Totals
	60% AMI	79	57	0	136
	40% AMI	9	7	0	16
		88	64	00	152

- b. The Family Project will contain 156 units of affordable housing and will be available to low- and moderate-income households as follows:

FAMILY	Units	1BR	2BR	3BR	Totals
	60% AMI	5	65	50	120
	50% AMI	5	3	2	10
	40% AMI	8	10	8	26
		18	78	60	156

Definitions:

- A. AMI – Area Median Income for Washtenaw County as calculated by HUD.
 - B. 1BR – One bedroom unit.
 - C. 2BR – Two bedroom unit.
 - D. 3BR – Three bedroom unit.
- 3) Each Owner shall employ a qualified property manager to manage its Project and shall ensure that any property manager of its Project will maintain such units as safe, decent, sanitary and affordable housing as governed by the property maintenance code of the City. Each Owner will exceed the requirements of the property maintenance code of the City (the "Property Code") to the extent reasonably requested by the City, provided that the costs associated with exceeding any standard of the Property Code shall not unduly burden the Project as determined in the Owner's reasonable discretion. Additionally, each Owner shall ensure that the property manager is accountable to the residents of the project by causing the property manager to interact and engage with residents in positive and timely manner through the following means:
- a. Residents of a Project may form a resident council for such Project as provided in Section 4, or at their discretion, residents may organize such council in a different manner than provided in Section 4 and shall not be penalized for doing so.
 - b. Residents may request a repair to the Project in which such Resident resides and expect that such repair will be made in a timely manner and with notice communicating a timeline for such repair.

- c. Residents may request from time-to-time reasonable accommodations and modifications to individual units as provided by the 42 U.S.C. § 3601 et seq. and Mich. Comp. Laws Ann. § 37.2101 et seq. (together, the ("Fair Housing Act") and the Americans with Disabilities Act ("ADA")). Residents will receive a communication from the property manager acknowledging the receipt of the request within two business days and a response within one week. If approved in accordance with the Fair Housing Act, the property manager shall endeavor to install such accommodation or modification within fifteen business days or provide further notification when the accommodation or modification will be installed.
 - d. At the time of the initial lease up, the property manager will provide residents with a copy of a City handbook that it has received from the City and additional information including, but not limited to, a copy of the Community Benefits Agreement and protections for tenants provided by the City. The property manager will, in conjunction with making the annual PILOT payment, submit an affidavit indicating this information was provided to tenants. [City to confirm where this is to be sent.]
- 4) Each Owner shall cause the property manager to encourage and facilitate the formation of a resident council for the Owner's Project (the "Resident Council"). The Senior Project Resident Council must consist of five residents. The Family Project Resident Council must consist of six residents, including one youth seat. Each Owner shall cause the Resident Council to receive an annual stipend of \$1,000 for programming activities. This Council may hold regular meetings with representatives of the property manager and owner and may make from time-to-time suggestions regarding future capital improvements to the Project. The residential council may seek additional guidance and inspiration on methods of formation.
- 5) The Family Owner shall cause to be provided space within the Family Project for a "free store." The purpose of the free store is to assist Family Project residents, Senior Project residents, and community residents with free food and other living essentials. The free store may be managed by a local non-profit with demonstrated experience and capacity to operate and manage such a facility. The Family Owner will provide interior space with a wall, ceiling and flooring finishes, heat and electricity, shelving, refrigeration, and shall have a separate external entrance. The free store shall not be less than 75 square feet. The Family Owner will budget \$8,000 to finish and furnish the free store. Hours, final staffing and operating plan shall be agreed upon by the Family Project Resident Council, property manager, and Family Owner.

- 6) Each Project shall provide community space for use by residents of each respective Project. Each Owner shall cause its property manager, in partnership with its respective Resident Council, to survey residents from time-to-time regarding community programming that may take place within a portion of the Project's community space. Local non-profits or other community-based organizations may be invited to provide services and programming for residents of the Project at such events, subject to the property manager's approval. All residents will be informed of such programming through monthly communications from such Project's Resident Council. Communication regarding community programming will be provided to residents and such services or programming will take place within 15 months of issuance of a certificate of occupancy for each respective Project. No unauthorized commercial activity shall take place at the Projects.
- 7) Each Owner shall cause its property manager to engage in a targeted marketing plan to City residents, provided that such plan shall at all times comply with, and be subject to, the requirements of the Fair Housing Act, Sections 42 and 142(d) and of the Internal Revenue Code, and any lender of the Project.
- 8) Each Owner shall cause its general contractor to provide all energy efficient appliances and will build to the National Green Building Standard at a minimum of Bronze Level. Each Owner shall cause its property manager to perform an energy audit every ten years and shall provide residents of the Project with information on how to maintain the energy efficiency and testing available to them.
- 9) Each Owner shall cause its general contractor, property manager, and any vendor or subcontractor thereof to make reasonable attempts to hire previously incarcerated individuals, not excluding those with felony charges, to work on or at its Project. This shall be done in partnership with one or more organizations that specialize in placing such individuals, and in providing an environment that allows candidates to succeed and thrive through sponsorship, mentorship, apprenticeship, GED services, transportation, and other challenges an such employee might face, while respecting an individual's privacy.
- 10) Upon the removal of the Peninsular Dam (the "Dam"), the Family Owner shall grant an easement to the City for public use of the uncovered land that will be exposed upon such removal.. The Family Owner shall grant an easement to the City for public use of the area of the property at and below 718 feet above sea level, including any and all riparian rights, for non-motorized public use such as walking trails and/or biking trails. Said easement shall be granted upon purchase, transfer or assignment of the property to Family Owner. The parties

acknowledge the easement property is currently submerged under the Huron River due to the impoundment. The Family Owner shall not be responsible for the construction or maintenance of any improvements to be constructed within the easement area.

- 11) Family Owner shall not be responsible for the construction or maintenance of any improvements to be constructed within the easement area. The Family Owner and the City acknowledge that the legal description for such exposed land is unable to be developed currently and the amount of land will be revealed upon the impoundment waters lowering upon the removal of the Dam.
- 12) Subject to the approval of the Ann Arbor Area Transit Authority, the Senior Owner shall provide and maintain a covered bus stop for the benefit of the Projects and residents.
- 13) Each Owner shall cause its general contractor and any subcontractor to comply with (1) the City's Employment Discrimination Ordinance currently located in Chapter 58 of the City Code and (2) the Living Wage provisions currently located in City Code Section 2-346 et seq.

B. PILOT.

The City will adopt a PILOT ordinance for each Project (the "PILOT Ordinances," each a "PILOT Ordinance"). The PILOT Ordinance for the Senior Project will be adopted in the form and substance as provided in Exhibit A and the PILOT Ordinance for the Family Project will be adopted in the form and substance as provided in Exhibit B; both exhibits are attached hereto and included by reference. The PILOT Ordinances shall exempt the Projects from all ad valorem taxes and provide in lieu thereof payment of an amount not to exceed three percent of Annual Shelter Rents, as such term is defined the PILOT Ordinance (the "Annual Service Charge"). The Annual Service Charge shall be paid in the same manner and at the same time as property taxes in the City.

A PILOT Ordinance shall not terminate so long as the related Project remains subject to the rent and income restrictions of the low-income housing tax credit program or the Michigan State Housing Development Authority has any interest in the Project; provided, however, that City may terminate the PILOT, upon written notice and opportunity to cure as set forth below, in the event the Annual Service Charge is not paid or the Project is in material violation of the City Code, the Building Code, or any related codes.

C. Term.

This agreement will continue for the term of the affordability restrictions as outlined in this Agreement; provided, however, that this Agreement shall automatically expire, with respect to each Project, in the event that (1) construction of the Project does not commence with one year from the date of the Agreement or (2) the related PILOT Ordinance is discontinued.

D. Notice and Opportunity to Cure.

An Owner shall not be deemed in default of this Agreement if, within thirty (30) days after the date of receipt of written notice by the City of said default to the Owner, the Owner has submitted materials to the City, which are reasonably satisfactory to the City, that it has cured such default. If the default is not reasonably susceptible of being cured within said thirty (30) day period, the Owner shall have an additional period of up to sixty (60) days to cure such default and no default shall be deemed to exist hereunder so long as the Owner diligently and continuously prosecutes a curing of such default and shall nevertheless in any event demonstrate to the City's reasonable satisfaction that it has cured the default within ninety (90) days after the date of Owner's receipt of the notice of default, or such longer time as may be required by any third-party whose approval is required. In event a default remains uncured beyond the cure period provided herein, the City may: (1) for defaults arising out of Section A(3) through A(12) above, assess a monetary not to exceed \$100 per day until such default is cured; or (2) for defaults arising out of Section A(2) above, revoke public benefits associated with the Project. Notwithstanding anything herein to the contrary, the City's ability to terminate the PILOT shall be limited to the terms and conditions for terminating the PILOT as provided in the PILOT ordinance.

Notwithstanding anything to the contrary herein, the obligations of each Owner shall be limited to the Project which it owns and in no event shall an Owner incur any liability as a result of any default arising out of the Project that it does not own. In the event that an Owner defaults hereunder and is subject to the remedies set forth in Section D hereof, such remedies shall be limited to the Owner and Project from which the default arises. In the event either that one of the developments described herein is not constructed, the Family Owner, or in the alternative the Senior Owner, shall be responsible to provide the free store, the bus stop, and the easement as part of the development to be constructed upon the same terms and conditions as provided herein. Nothing in this Agreement, however, shall be construed to bind or obligate the Family Owner to construct the senior development or the Senior Owner to construct the family development.

E. Interpretive Provisions.

This Agreement will inure to the benefit and constitute a binding obligation of the parties and their respective successors and assigns. This Agreement may not be assigned

without the written consent of the City; provided, however, that the Agreement may be assigned to an affiliate of either Owner without the consent of the City.

G. Entire Agreement.

This Agreement constitutes the entire agreement between the City and the Owners with respect to Community Benefits. No change will be valid unless made by supplemental written agreement executed and approved by all of the parties and approved by the Ypsilanti City Attorney; except that any change which affects only one Project may be agreed upon and made by the City and the Owner of that Project, to be approved by the Ypsilanti City Attorney.

H. Notice.

Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given if (a) mailed by United States Certified Mail (postage prepaid, return receipt requested), three business days after mailing, or (b) if by Federal Express or other reliable overnight courier service, on the next business day after delivered to such courier service, provided to the party at the address set forth in the introductory paragraph of this Agreement.

I. Recording.

Following (1) execution of this Agreement, (2) the Senior Owner's acquisition of real property upon which the Senior Project is to be constructed, and (3) the Family Owner's acquisition of the real property upon which the Family Project is to be constructed, this Agreement shall be recorded with the Washtenaw County Register of Deeds in accordance with Section 30-512(e) of the City Code. Upon the sale of the Project, the successor owner(s) shall record an acknowledgment of this Agreement stating the name and address of the new owner and agreeing to the terms hereof, provided that failure to do so will not constitute a default hereunder. This Agreement shall be recorded at the earlier of the construction loan and equity closing with the Family Owner or the Senior Owner.

23999196v3

[SIGNATURES FOLLOW]

In the presence of:

CITY OF YPSILANTI, a Michigan
Municipal Home-rule City

BY: _____
Lois Richardson, Mayor

BY: _____
Andrew Hellenga, City Clerk

CLARK ROAD SENIOR LIMITED DIVIDEND
HOUSING ASSOCIATION LIMITED
PARTNERSHIP, a Michigan limited partnership

BY: _____
Name: _____
Title: _____

CLARK ROAD FAMILY LIMITED DIVIDEND
HOUSING ASSOCIATION LIMITED
PARTNERSHIP, a Michigan limited partnership

BY: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

JOHN M. BARR P-10475
Ypsilanti City Attorney



ACTION MINUTES

945 Clark Community Benefits Committee Meeting

7:00 PM - Thursday, April 21, 2022
Council Chambers

The SPECIAL of the City of Ypsilanti was called to order on Thursday, April 21, 2022, at 7:00 PM, in the Council Chambers.

I CALL TO ORDER

The meeting was called to order at 7:05 pm

II ROLL CALL

Present: Desirae Simmons, Lisa Voelker, Tegwyn John (7:14), Alice Elliott, Steve Wilcoxen

Absent: Alyssa Newsome, Jon Lusk (virtually)

III AGENDA APPROVAL

A. Elliot moved, seconded by S. Wilcoxen to approve the agenda

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

IV PUBLIC COMMENT (3 MINUTES)

One member of the public spoke

V RESOLUTIONS/MOTIONS/DISCUSSIONS

a) Approval of the minutes of April 6, 2022

S. Wilcoxen moved, seconded by A. Elliot to approve the minutes.

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

Yes - 4; No - 0; Absent - 3 (John, Lusk, Newsome)

b) Discussion, prioritization, and final approval of agreed upon community benefits for the 954 Clark Rd Development. (not listed in prioritized order)

1) Property Management Relationship Accountability

A. Elliott moved, seconded by T. John, to to require the developer to require property management accountability in the following:

- Residents may request an accessibility improvement and receive a receipt communication within two business days and a response within one week and have the amenity installed within fifteen days, or be provide further communication on when the amenity will be installed.
- Residents will not be penalized for forming a resident committee in a different manner then outlined in this agreement.

- Residents may request a repair and expect that repair to be made in a timely manner and be communicated a timeline for said repair.
- Residents will be provided the city created handbook and additional information including a copy of the the community benefits agreement, protections for tenants provided by the city, and upon payment of the PILOT the owner must submit an affidavit indicating this information was provided to tenants.

Approved: Yes - 5; No - 0; Absent - 2 (Newsome, Lusk)

2) More units for lower AMI

T. John moved, seconded by L. Voelker to approve a 3% blended PILOT as indicated in the following chart:

Family	1 Bedroom	2 Bedroom	3 Bedroom	Total
60%	12	60	48	120
50%	5	3	2	10
40%	8	10	8	26
	25	73	58	156

Senior	1 Bedroom	2 Bedroom	3 Bedroom	Total
60%	79	58	0	137
40%	9	7	0	16
	88	65	0	153

Approved: Yes - 4; No - 1 (Wilcoxon); Absent (Newsome, Lusk)

3) Food Pantry/Free Store

S. Wilcoxon moved, seconded by T. John to require the owner ensure a free store be provided with shelving, refrigeration, and outside access. And that the Resident Council, when and if residents choose to organize in that manner, dictate hours of operation and specifications of shelving and other amenities of the free store within a budget of \$8,000.

Approved: Yes - 5; No - 0; Absent - 2 (Newsome, Lusk)

4) Onsite Tutoring/Community Space

A. Elliott moved, seconded by S. Wilcoxon to require the developer provide a community space and survey resident regarding programming. Property management will be required to provide scheduling, engage in providing services and programming for the resident community. All residents must be informed of this amenity upon signing of their lease and be provided monthly communications regarding programming. This program will be fully implemented within fifteen months of the beginning of leasing and the owner must provided an affidavit of compliance upon payment of the PILOT.

Approved: Yes - 5; No - 0; Absent - 2 (Newsome, Lusk)

5) "Resident Governance Committee"

A. Elliott moved, seconded by T. John to require that the developer encourage and facilitate the formation of a resident council with six members for the family unit, including one youth seat and five members from the senior unit. The council will be provided \$1,000 annually for programming. This council shall hold regular meetings with ownership and property management and have authority to make suggestions regarding capital improvements. This council will be provided resources and inspiration on methods of formation.
Approved: Yes - 5; No - 0; Absent - 2 (Newsome, Lusk)

6) Ypsi-Area Targeted Promotions

T. John moved, seconded by A. Elliott to require the developer to engage in targeted promotion for city residents, and preferential leasing for Ypsilanti residents if allowable by law.
Approved: Yes - 5; No - 0; Absent - 2 (Newsome, Lusk)

7) Energy/Air Quality/Radon/Mold

A. Elliott moved, seconded by T. John to require the developer to have all energy efficient appliances and built to the National Green Building Standard at a minimum of Bronze Level. Ownership is required to preform an energy audit every ten years and provide residents information on how to maintain energy efficiency and testing available to them. Ownership must also provide mold mitigation when necessary.
Approved: Yes - 5; No - 0; Absent - 2 (Newsome, Lusk)

8) Sponsor Formerly Incarcerated/Those with Felony Charges

L. Voelker moved, seconded by A. Elliott to require the developer make every attempt to hire previously incarcerated individuals with felony charges and provide an environment that allows these individuals to succeed and thrive through sponsorship; such examples as mentorship, apprenticeship, GED services, transportation, and other challenges the employee might face, while respected people's privacy.
Approved: Yes - 5; No - 0; Absent - 2 (Newsome, Lusk)

9) Easement Agreement

S. Wilcoxon moved, seconded by A. Elliott require the developer to agree to an easement to the city for uncovered land because of the removal of the Pen Dam.
Approved: Yes - 4; No - 0; Absent - 3 (Newsome, Lusk, John)

10) City of Ypsilanti

T. John moved, seconded by A. Elliott to request the City provide as a part of this development a covered bus stop, Leforge corridor beatification, maintenance and safety; including bike lanes and pedestrian barriers, information on Pen Dam and ecological impacts. Encourage City Council to invest in new affordable housing for our full

community to counter effects of gentrification (low-income people who live alone or with unrelated adults, families, and seniors).

Approved: Yes - 5; No - 0; Absent - 2 (Newsome, Lusk)

11) Cover Letter and Presentation Logistics

VI ADJOURNMENT

The meeting adjourned at 11:55 pm



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Joe Meyers
DATE: June 21, 2022
SUBJECT: 220 N. Park St - Community Benefits Agreement

DESCRIPTION:

220 N. Park St - Community Benefits Agreement

SUMMARY:

Over the past three months, the Community Benefits Ordinance Committee has met five times and had many productive discussions ranging on all aspects of the development on 220 N. Park site. Over the process, the committee focused primarily on affordability but also spoke on how the property would be sold, discussion of the HOA language and expense payment breakdown, amenities to the houses and green infrastructure.

The committee is recommending waiving the purchase price of the development of \$250,000 to move two 80% AMI units to 40% AMI Units. The reason for the increase is the developer will need to subsidize the units at a much greater expense to have additional 40% units.

Once the committee completed the work, legal counsel, and staff went to work developing the agreement. The only issue that staff found was in section 4 of the agreement, if the local priority was found not to be legal, there was no "fall back" option. Staff decided to add language as a fallback option to local advertising which was in the Clark Rd CBA if it was determined not legal.

In addition to the requests of the developer, the Committee made requests of the city to do the following as a part of this development a City to update and renew the Community Benefits Ordinance with community input, short term rental restriction for parcels, create an affordability ordinance to set City Area Median Income Standards,

create a process for a Tenant Right of First Refusal for units built prior to 2005, research the potential for a progressive income property tax to fund the Housing Trust Fund, create an educational process for first time home buyers, evaluate all streets potentially affected by the development for repair, and budget \$50,000 each fiscal year for five years to the Housing Trust Fund earmarked specifically for this development.

Attached are the minutes of the Community Benefits Ordinance Committee and memorandums that were given to the committee many of the attachments given to the committee are in the PUD agenda item. As always, please let me know if you have any questions.

A public hearing was held on June 7, 2022 at City Council on the CBA.

In furtherance of the CBO and on behalf of the Committee and the Developer, I present the attached Community Benefits Agreement for consideration by Council. Council may choose to adopt this agreement in whole, or in the alternative direct staff to negotiate changes in whole or in part to the agreement proposed or reject said agreement and proposed development.

RECOMMENDED ACTION:

I request city council to: Hold a public hearing on the CBA. and:

1. Recognize and thank the members of the Committee, and
2. Adopt the CBA as presented by resolution, amend the CBA at the table, or give staff direction on Council's priorities with regard to the project proposal so that staff may seek to negotiate an agreement meets council's priorities.

ATTACHMENTS:

A. Proposed CBA

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-148
June 21, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, The City of Ypsilanti passed a community benefits ordinance in 2018 to allow the community to negotiate benefits when an incentive is requested; and

WHEREAS, an incentive was requested in January 2022 by Renovare Ypsilanti Homes LLC; and

Whereas, the CBO Committee met five times over the past two months to negotiate a community benefits with the developer; and

Whereas, a public hearing was held on June 7, 2022 on the Community Benefits Agreement; and

NOW THEREFORE BE IT RESOLVED THAT the City Council of the City of Ypsilanti approve Community Benefits Agreement for 220 N. Park St and direct the Mayor and City Clerk to sign the agreements.

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 21 day of June 2022

#Resolution No. 2022-148

220 N. Park

COMMUNITY BENEFITS AGREEMENT

This agreement is made this ____ day of _____, 2022, by and between **THE CITY OF YPSILANTI**, a Michigan municipal home rule CITY of One South Huron Street, Ypsilanti, MI, hereinafter referred to as “CITY,” and **RENOVARE** a _____ Company of _____(address), hereinafter referred to as RENOVARÉ

Common Recitals:

Whereas CITY, has an ordinance titled Community Benefits which provides for public input and a citizen commission to be formed in order to evaluate proposals for public support, and

Whereas RENOVARÉ has requested to purchase City Property located as 220 N. Park Street, and furthermore requested City assistance in creating and selling affordable units, using Brownfield Tax Increment Financing (TIF), to help fund the buildout of units so they may be sold for less than the build costs, and

Whereas the Ordinance also requires a Community Benefits Agreement between CITY and RENOVARÉ prior to CITY Council’s final approval of public support, and

Whereas CITY has formed the Commission, the Commission has met five times, along with CITY Staff, as well as representative from RENOVARÉ and worked through a list of Benefits to the Community, of which are outlined below in this agreement, and

Whereas this agreement sets forth expectations on behalf of both the CITY and RENOVARÉ as to some, but not all of the legal requirements to this project, and

Whereas nothing in this agreement shall be interpreted as relaxing or obviating any other provision of CITY Code, the Building, Codes, or any related codes, and

Whereas CITY and RENOVARÉ agree that RENOVARÉ will provide the following benefits to the CITY of Ypsilanti:

- 1) RENOVARÉ will build residential dwelling units on the subject property commonly known as 220 N. Park St, Ypsilanti, MI 4819. The number and type of units to be as follows:
 - a. Cottages: 29
 - b. Duplex: 14
 - c. Townhouses:13
- 2) RENOVARÉ shall cause 50% the units to be deed restricted as affordable as follows:
 - a. 40% AMI (Area Median Income for Washtenaw County as calculated by HUD.
 - i. 4 Cottages
 - b. 60% AMI
 - i. 4 Cottages
 - ii. 4 Duplexes

- c. 80% AMI
 - i. 7 Cottages
 - ii. 4 Duplexes
- 3) RENOVARE will cause the above units to be deed restricted, both in their master deed, as well as in each individual deed issued to buyers whereas they can only be owned as a principal residence, as defined in the Michigan General Property Tax Act (MCL 211.7). Said deed restriction shall also be in the form of a covenant in the deed (or deeds) from the City of Ypsilanti to RENOVARE or successor grantee.
- 4) RENOVARE shall prioritize sales to residential renters in the City of Ypsilanti, that do not otherwise own real property and first-time home buyers for the first ninety days of unit sales, if allowable by the Fair Housing Act, Sections 42 and 142(d) and of the Internal Revenue Code and local ordinances. If not allowable by law, the developer will provide targeted marketing to city residents.
- 5) RENOVARE shall create the Homeowners Association(s) (HOA) and
 - a. Said HOA governance be as minimal as possible and not above and beyond what is outlined in City Ordinances,
 - b. Said HOA shall maintain the affordable unit fees as low as possible, with a goal of the affordable units paying not more than 10% of the fees of the total HOA expenses.
- 6) RENOVARE shall cause the development to have:
 - a. A shed/storage unit on single family and duplex units.
 - b. Double painted windows
 - c. Energy efficient appliances and be built using energy efficiency practices
 - d. Vegetative Sound Barriers
 - e. The individual homes will be approximately 1000 and 1200 square feet.
- 7) RENOVARE shall be required to install a bike rack, rain garden/storm water management and native landscaping.
- 8) RENOVARE shall allow CITY Council to take public comment on naming the streets created through the development.
- 9) RENOVARE, and its contractors will comply with the City's Employment Discrimination Ordinance currently located in Chapter 58 of the City Code.

CITY WILL PROVIDE:

CITY will waive the purchase price of this property.

CITY will approve a brownfield plan on the property to assist in cleaning up the contamination on the site, providing affordable units and infrastructure on the site.

TERM:

This agreement will continue until the development is completed and the HOA is turned over to the resident led HOA board.

Notice and Opportunity to Cure.

RENOVARE, or its heirs and assigns, shall not be deemed in default of this Agreement if, within thirty (30) days after the date of receipt of written notice by the CITY of said default to the RENOVARE, the RENOVARE has submitted materials to the CITY, which are reasonably satisfactory to the CITY, that it has cured such default. If the default is not reasonably susceptible of being cured within said thirty (30) day period, RENOVARE shall have an additional period of up to sixty (60) days to cure such default and no default shall be deemed to exist hereunder so long as the RENOVARE diligently and continuously prosecutes a curing of such default and shall nevertheless in any event demonstrate to the CITY's reasonable satisfaction that it has cured the default within ninety (90) days after the date of Owner's receipt of the notice of default, or such longer time as may be required by any third-party whose approval is required. In event a default remains uncured beyond the cure period provided herein,

- A) the CITY may assess a monetary not to exceed \$100 per day until such default is cured;
or
- B) for defaults arising out of section 2 and 3 above, revoke public benefits associated with the Project.

Interpretive Provisions.

This Agreement will inure to the benefit and constitute a binding obligation of the parties and their respective successors and assigns. This Agreement may not be assigned without the written consent of the City; provided, however, that the Agreement may be assigned to an affiliate of either Owner without the consent of the City.

Entire Agreement.

This Agreement constitutes the entire agreement between the City and RENOVARE with respect to Community Benefits. No change will be valid unless made by supplemental written agreement executed and approved by all of the parties and approved by the Ypsilanti City Attorney; except that any change which affects only one Project may be agreed upon and made by the City and the Owner of that Project, to be approved by the Ypsilanti City Attorney.

Notice.

Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given if (a) mailed by United States Certified Mail (postage prepaid, return receipt requested), three business days after mailing, or (b) if by Federal Express or other reliable overnight courier service, on the next business day after delivered to such courier service, provided to the party at the address set forth in the introductory paragraph of this Agreement.

Recording.

Following (1) execution of this Agreement, this Agreement shall be recorded with the Washtenaw County Register of Deeds in accordance with Section 30-512(e) of the City Code.

In the presence of:

CITY OF YPSILANTI, a Michigan
Municipal Home-rule City

_____ BY: _____
Lois Richardson, Mayor

_____ BY: _____
Andrew Hellenga, City Clerk

RENOVARE, a _____ Company

_____ BY: _____

_____ BY: _____

APPROVED AS TO FORM:

JOHN M. BARR P-10475
Ypsilanti City Attorney



**CITY OF YPSILANTI
220 N PARK COMMUNITY BENEFITS COMMITTEE
MEETING**

**APRIL 7, 2022 @ 6:00 PM
CITY HALL - COUNCIL CHAMBERS
One South Huron, Ypsilanti, MI 48197
[VIRTUAL ACCESS](#)**

Page

I. CALL TO ORDER

II. ROLL CALL

Amber Fellows
Grant Tillman
Marc Arthur
Roderick Johnson
Jen Eastridge
Amanda Smith
Jack Lark
Brian Foley
Annie Somerville

III. AGENDA APPROVAL

IV. PUBLIC COMMENT (3 MINUTES)

V. COMMITTEE BUSINESS

- A. Election of Committee Officers
- Chair
 - Vice-Chair

- B. Adoption of Committee Meeting Schedule

- 2**
- C. Discussion of Proposed Community Benefits with Developer
[March 7th 220 N Park Community Benefits Meeting Proposed Benefits](#)

VI. ADJOURNMENT

March 7th 220 N Park Community Benefits Meeting Proposed Benefits

- Walkability
- Sidewalks... non-existing currently. Is this in the master plan for lighting and to make it safe.
- Crossing at grove or park street.
- Safety with the train tracks (install a walkway).
- Create an environment for small families to help grow the neighborhood.
- Asking for houses along High & Grove Street.
- Maintain greenspace
- Open to compromise for density
- Widen locust street, with accessibility for two emergency vehicles.
- local developers over the outside group
- Funding the existing housing trust
- Working with the county for community land trust
- Covered bus stop
- Recycling in the area
- Negotiate the length of the affordability= 99 years
- Public Kiosks in the city
- Designated trash facilities.
- wetlands area... wildlife considered
- water runoff
- NO ROAD- MAYBE A GARDEN
- Athletics – i.e., basketball courts, baseball diamonds, etc....
- Amenities for children to be active in the area.
- Car charging ports that are available to the wider public
- Houses that will retain their values
- Public bathrooms
- grocery stores



**CITY OF YPSILANTI
220 N PARK COMMUNITY BENEFITS COMMITTEE
MEETING**

**APRIL 25, 2022 @ 6:00 PM
Council Chambers - City Hall
One South Huron, Ypsilanti, MI 48197**
[Virtual Access](#)

Page

I. CALL TO ORDER

II. ROLL CALL

Amber Fellows
Grant Tillman
Marc Arthur
Roderick Johnson
Jen Eastridge
Amanda Smith
Jack Lark
Bryan Foley
Annie Somerville

III. AGENDA APPROVAL

IV. PUBLIC COMMENT (3 MINUTES)

V. RESOLUTIONS/MOTIONS/DISCUSSIONS

2 - 3

A. Approving the minutes of the April 7, 2022 meeting
[Minutes](#)

4

B. Discussion of the Proposed Community Benefits with the Developer
[March 7th Meeting Proposed Benefits](#)

VI. ADJOURNMENT



MINUTES

220 N Park Community Benefits Committee Meeting

6:00 PM - Thursday, April 7, 2022
Council Chambers

The SPECIAL of the City of Ypsilanti was called to order on Thursday, April 7, 2022, at 6:00 PM, in the Council Chambers.

I CALL TO ORDER

The meeting was called to order at 6:06 pm

II ROLL CALL

Present: Amber Fellows, Marc Arthur, Roderick Johnson, Jen Eastridge, Amanda Smith, Jack Lark, Annie Somerville

Absent: Grant Tillman, Bryan Foley

III AGENDA APPROVAL

The agenda was approved as submitted

IV PUBLIC COMMENT (3 MINUTES)

One member of the public spoke

V COMMITTEE BUSINESS

a) Election of Committee Officers

- Chair
- Vice-Chair

A. Fellows nominated themselves for Chair

M. Arthur nominated themselves for Chair

After discussion the Committee determined to have Co-Chairs.

On a voice vote, the Committee Elected A. Fellows and M. Arthur as Co-Chairs

Yes - 7: No - 0: Absent - 2 (Foley, Tillman)

b) Adoption of Committee Meeting Schedule

M. Arthur moved, seconded by A. Fellows to approve the Committee Meeting Schedule as follows:

Monday, April 25, 2022 from 6:00 pm to 8:00 pm

Wednesday May 4, 2022 from 6:00 pm to 8:00 pm

Wednesday, May 11, 2022 from 6:00 pm to 8:00 pm

Monday, May 23, 2022 from 6:00 pm to 8:00 pm

On a voice vote, the motion carried and the schedule was approved

Yes - 7: No - 0: Absent - 2 (Foley, Tillman)

- c) Discussion of Proposed Community Benefits with Developer

VI ADJOURNMENT

The meeting adjourned at 8:05 pm

March 7th 220 N Park Community Benefits Meeting Proposed Benefits

- Walkability
- Sidewalks... non-existing currently. Is this in the master plan for lighting and to make it safe.
- Crossing at grove or park street.
- Safety with the train tracks (install a walkway).
- Create an environment for small families to help grow the neighborhood.
- Asking for houses along High & Grove Street.
- Maintain greenspace
- Open to compromise for density
- Widen locust street, with accessibility for two emergency vehicles.
- local developers over the outside group
- Funding the existing housing trust
- Working with the county for community land trust
- Covered bus stop
- Recycling in the area
- Negotiate the length of the affordability= 99 years
- Public Kiosks in the city
- Designated trash facilities.
- wetlands area... wildlife considered
- water runoff
- NO ROAD- MAYBE A GARDEN
- Athletics – i.e., basketball courts, baseball diamonds, etc....
- Amenities for children to be active in the area.
- Car charging ports that are available to the wider public
- Houses that will retain their values
- Public bathrooms
- grocery stores



**CITY OF YPSILANTI
220 N PARK COMMUNITY BENEFITS COMMITTEE
MEETING**

**APRIL 25, 2022 @ 6:00 PM
Council Chambers - City Hall
One South Huron, Ypsilanti, MI 48197**
[Virtual Access](#)

Page

I. CALL TO ORDER

II. ROLL CALL

Amber Fellows
Grant Tillman
Marc Arthur
Roderick Johnson
Jen Eastridge
Amanda Smith
Jack Lark
Bryan Foley
Annie Somerville

III. AGENDA APPROVAL

IV. PUBLIC COMMENT (3 MINUTES)

V. RESOLUTIONS/MOTIONS/DISCUSSIONS

2 - 3

A. Approving the minutes of the April 7, 2022 meeting
[Minutes](#)

4

B. Discussion of the Proposed Community Benefits with the Developer
[March 7th Meeting Proposed Benefits](#)

VI. ADJOURNMENT



MINUTES

220 N Park Community Benefits Committee Meeting

6:00 PM - Thursday, April 7, 2022
Council Chambers

The SPECIAL of the City of Ypsilanti was called to order on Thursday, April 7, 2022, at 6:00 PM, in the Council Chambers.

I CALL TO ORDER

The meeting was called to order at 6:06 pm

II ROLL CALL

Present: Amber Fellows, Marc Arthur, Roderick Johnson, Jen Eastridge, Amanda Smith, Jack Lark, Annie Somerville

Absent: Grant Tillman, Bryan Foley

III AGENDA APPROVAL

The agenda was approved as submitted

IV PUBLIC COMMENT (3 MINUTES)

One member of the public spoke

V COMMITTEE BUSINESS

a) Election of Committee Officers

- Chair
- Vice-Chair

A. Fellows nominated themselves for Chair

M. Arthur nominated themselves for Chair

After discussion the Committee determined to have Co-Chairs.

On a voice vote, the Committee Elected A. Fellows and M. Arthur as Co-Chairs

Yes - 7: No - 0: Absent - 2 (Foley, Tillman)

b) Adoption of Committee Meeting Schedule

M. Arthur moved, seconded by A. Fellows to approve the Committee Meeting Schedule as follows:

Monday, April 25, 2022 from 6:00 pm to 8:00 pm

Wednesday May 4, 2022 from 6:00 pm to 8:00 pm

Wednesday, May 11, 2022 from 6:00 pm to 8:00 pm

Monday, May 23, 2022 from 6:00 pm to 8:00 pm

On a voice vote, the motion carried and the schedule was approved

Yes - 7: No - 0: Absent - 2 (Foley, Tillman)

- c) Discussion of Proposed Community Benefits with Developer

VI ADJOURNMENT

The meeting adjourned at 8:05 pm

March 7th 220 N Park Community Benefits Meeting Proposed Benefits

- Walkability
- Sidewalks... non-existing currently. Is this in the master plan for lighting and to make it safe.
- Crossing at grove or park street.
- Safety with the train tracks (install a walkway).
- Create an environment for small families to help grow the neighborhood.
- Asking for houses along High & Grove Street.
- Maintain greenspace
- Open to compromise for density
- Widen locust street, with accessibility for two emergency vehicles.
- local developers over the outside group
- Funding the existing housing trust
- Working with the county for community land trust
- Covered bus stop
- Recycling in the area
- Negotiate the length of the affordability= 99 years
- Public Kiosks in the city
- Designated trash facilities.
- wetlands area... wildlife considered
- water runoff
- NO ROAD- MAYBE A GARDEN
- Athletics – i.e., basketball courts, baseball diamonds, etc....
- Amenities for children to be active in the area.
- Car charging ports that are available to the wider public
- Houses that will retain their values
- Public bathrooms
- grocery stores



**CITY OF YPSILANTI
220 N PARK COMMUNITY BENEFITS COMMITTEE
MEETING**

**MAY 4, 2022 @ 6:00 PM
COUNCIL CHAMBERS - CITY HALL
1 S HURON, Ypsilanti, MI 48197**
[VIRTUAL ACCESS](#)

Page

I. CALL TO ORDER

II. ROLL CALL

Amber Fellows
Grant Tillman
Marc Arthur
Roderick Johnson
Jen Eastridge
Amanda Smith
Jack Lark
Bryan Foley
Annie Somerville

III. AGENDA APPROVAL

IV. PUBLIC COMMENT (3 MINUTES)

V. RESOLUTIONS/MOTIONS/DISCUSSIONS

- 2**
- A. Approving the minutes of the April 5, 2022 meeting.
[220 N Park Community Benefits Committee - 25 Apr 2022 - Regular Minutes](#)
 - B. Discussion with the Fair Housing Center of Washtenaw County
 - C. Presentation by the developer: Modeling projected recipients of down payment assistance.
 - Debt to income ratio and purchase price
- 3**
- D. Brainstorming potential community benefits
[March 7th 220 N Park Community Benefits Meeting Proposed Benefits](#)

VI. ADJOURNMENT



CITY OF YPSILANTI
220 N PARK COMMUNITY BENEFITS COMMITTEE
MEETING
MAY 11, 2022 @ 6:00 PM
COUNCIL CHAMBERS - CITY HALL
One South Huron, Ypsilanti, MI 48197
[VIRTUAL ACCESS](#)

Page

I. CALL TO ORDER

II. ROLL CALL

III. AGENDA APPROVAL

IV. PUBLIC COMMENT (3 MINUTES)

V. RESOLUTIONS/MOTIONS/DISCUSSIONS

2

- A. Approving the minutes of the May 4, 2022 Meeting
[Minutes](#)
- B. Centering Ypsilanti residents who are first-time homebuyers
- Memo from Fair Housing Center
 - NDO: Clarification of legal opinion from the City Attorney's Office
 - Housing Trust to fund city, or tenant right of first refusal

3 - 19

- C. Prioritization of potential benefits
[Memo](#)
[Scored List](#)
- D. Discussion with Renovare
- Review data regarding AMI & Brownfield TIF.
 - Update on business model/options to promote long-term affordability
 - Co-creating achievable community benefits

VI. PUBLIC COMMENT (3 MINUTES)

VII. ADJOURNMENT



MINUTES

220 N Park Community Benefits Committee Meeting

6:00 PM - Wednesday, May 4, 2022

Council Chambers

All meetings of this committee may be viewed on the City of Ypsilanti's YouTube Page

The SPECIAL of the City of Ypsilanti was called to order on Wednesday, May 4, 2022, at 6:04 PM, in the Council Chambers:

I CALL TO ORDER

The meeting was called to order at 6:04 pm

II ROLL CALL

PRESENT:

Amber Fellows (6:07PM), Marc Arthur, Roderick Johnson, Jen Eastridge, Amanda Smith, Jack Lark, Annie Somerville

ABSENT: Bryan Foley, Grant Tillman

III AGENDA APPROVAL

J. Eastridge moved, seconded by A. Smith to approve the agenda as submitted. On a voice vote, the motion carried, and the agenda was approved.

IV PUBLIC COMMENT (3 MINUTES)

V RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Approving the minutes of the April 5, 2022 meeting.

R. Johnson moved, seconded by A. Fellows to approve the minutes as submitted.

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

- b) Discussion with the Fair Housing Center of Washtenaw County
- c) Presentation by the developer: Modeling projected recipients of down payment assistance.
- Debt to income ratio and purchase price
- d) Brainstorming potential community benefits

VI ADJOURNMENT

The meeting adjourned at 8:29 pm



City of Ypsilanti

Community and Economic Development Department

Memo

To: Joe Meyers, Economic Development Director
From: Christopher Jacobs, Community Development Manager
Date: May 6, 2022
Subject: 220 N Park CBO Committee Benefits List for Prioritization

Background:

The following community benefits were proposed at the meeting Wednesday May 4, 2022. Committee Members have been asked to rank their top 10 priorities with 1 being the most important and 10 the least. The results will be tabulated and reviewed at the next meeting.

City Code Section 30-515 (a)

1. Providing, either on-site or off-site, additional recreational activities, parks, open space, public service enhancements, or public infrastructure improvements for the City of Ypsilanti and its residents. This includes public transportation services and infrastructure.
 - Resilience fund for yard supplies and storage facilities.
 - Shared green space such as community garden.
 - Didactic learning space.
 - Two raised Hawk Crosswalks at Cross St/N Park and Cross/N Grove.
 - Fence at south end of the site.
 - One additional covered bicycle ramp/loop at northwest corner of the site.
 - Dog Park.
 - Crosswalks at northern two pocket parks proposed.
 - Benches wherever possible.
 - Drop off USPS Mailbox.
 - Mailboxes directly in front of home instead of consolidated.
 - Sound barriers for train noise.
 - Train Station/Crossing/Pedestrian Bridge.
 - Public kiosks.
 - Covered bus stop.
 - Post Project Street Repairs/Assessment.

2. Incorporation of green or sustainable energy elements into the Project or the promotion of such investments throughout the City of Ypsilanti.

- Public on street recycling containers.
- Low environmental impact and resilience structures.
- Solar Power.
- No gas stoves or furnaces.
- Water runoff solutions like raingardens, natural and native landscaping and sound barriers.
- Low environmental impact and resilience structures.

3. Unbundling of construction work into bid sizes that will allow local small businesses level competition, without restricting the project timelines. Assistance with access to bonding, lending, insurance, access to capital, procurement, and other types of capacity-related assistance where necessary and when available.

4. Other

- Inquire about train speed at Grove and Park to ensure consistency.
- Minimal HOA governance.
- Expressly allowing yard signs, political signs and canvassing signs within HOA.
- HOA membership input requested.
- Specific amenities list requested at pocket parks proposed.
- Documentation of herbicides used at railroad tracks.

1. Work with Michigan Works, the SBDC, and other similarly situated organizations to help provide training, development, and preparation for potential contractual and hiring opportunities for local small businesses, minority-owned business enterprises, women-owned business enterprises, and other relevant business organizations and chambers.

2. Providing or supporting educational and/or mentoring activities that provide or enhance employment opportunities for local residents and youth through the Ypsilanti Community Schools, Washtenaw Community College, or other educational programs.

3. Creation or financial support of, either on-site or off-site, mixed or low-income housing units.

- Limit purchase to those who are current renters/residents or those without a home in Ypsi.
- Restricting purchase to 1 home per 1 family.
- Long term affordability and local definition of affordability.
- Prevent collection of school taxes on TIF
- No rentals and negotiating additional affordability/density.
- City wide ban on short term rentals.

Tier 1

Amber Rod Grant Marc Amanda Annie

Providing, either on-site or off-site, additional recreational activities, parks, open space, public service enhancements, or public infrastructure improvements for the City of Ypsilanti and its residents. This includes public transportation services and infrastructure.

Please Rank 1-18

Resilience fund for yard supplies and storage facilities.	16	4	10	13	2	2	47
Shared green space such as community garden.	5	12	12	17	7	3	56
Didactic learning space.	15	13	5	6	10	16	65
Two raised Hawk Crosswalks at Cross St/N Park and Cross/N Grove.	13	2	12	1	4	1	33
Fence at south end of the site.	18	1	18	7	11	15	70
One additional covered bicycle ramp/loop at northwest corner of the site.	3	5	2	5	6	4	25
Dog Park.	14	16	10	14	18	14	86
Crosswalks at northern two pocket parks proposed.	11	6	10	2	13	5	47
Benches wherever possible.	10	7	10	8	12	7	54
Drop off USPS Mailbox.	7	9	5	16	14	6	57
Mailboxes directly in front of home instead of consolidated.	6	10	3	9	9	8	45
Sound barriers for train noise.	12	8	5	15	15	18	73
Train Station/Crossing/Pedestrian Bridge.	8	17	1	18	1	10	55
Public kiosks.	1	18	1	10	17	9	56
Covered bus stop.	2	11	5	12	8	11	49
Post Project Street Repairs/Assessment.	17	3	18	3	5	13	59
Edible Landscaping	9	14	5	11	16	17	72
Shared community space/storage shed	4	15	5	4	3	12	43

Incorporation of green or sustainable energy elements into the Project or the promotion of such

Please Rank 1-5

Public on street recycling containers.	4	2	5	5	3	4	23
Low environmental impact and resilience structures.	2	3	3	2	1	3	14
Solar Power.	3	4	5	4	5	2	23
No gas stoves or furnaces.	5	5	1	3	4	1	19
Water runoff solutions like raingardens, natural and native landscaping and sound barriers.	1	1	10	1	2	5	20

Unbundling of construction work into bid sizes that will allow local small businesses level competition,

No benefits requested

Other

Please rank 1-6

Inquire about train speed at Grove and Park to ensure consistency.	4	5	1	6	5	6	27
Minimal HOA governance.	2	6	1	2	1	1	13
Expressly allowing yard signs, political signs and canvassing signs within HOA.	5	3	1	1	2	2	14
HOA membership input requested.	1	1	1	3	6	3	15
Specific amenities list requested at pocket parks proposed.	3	4	12	4	3	4	30
Documentation of herbicides used at railroad tracks.	6	2	1	5	4	5	23

Tier 2

Work with Michigan Works, the SBDC, and other similarly situated organizations to help provide

No Benefits Requested

Providing or supporting educational and/or mentoring activities that provide or enhance employment

No Benefits Requested

Creation or financial support of, either on-site or off-site, mixed or low-income housing units.

Please Rank 1-6

Limit purchase to those who are current renters/residents or those without a home in Ypsi.	1	1	1	4	2	1	10
Restricting purchase to 1 home per 1 family/owner occupied	2	2	1	1	3	5	14
Long term affordability and local definition of affordability.	3	4	18	2	1	2	30
Prevent collection of school taxes on TIF	5	5	1	6	6	6	29
No rentals and negotiating additional affordability/density.	2	6	18	5	4	3	38
City wide ban on short term rentals	4	3	2	3	5	4	21

Tier 1 Amber Fellows

Amber

Providing, either on-site or off-site, additional recreational activities, parks, open space, public service enhancements, or public infrastructure improvements for the City of Ypsilanti and its residents. This includes public transportation services and infrastructure.

Please Rank 1-18

Resilience fund for yard supplies and storage facilities.	16
Shared green space such as community garden.	5
Didactic learning space.	15
Two raised Hawk Crosswalks at Cross St/N Park and Cross/N Grove.	13
Fence at south end of the site.	18
One additional covered bicycle ramp/loop at northwest corner of the site.	3
Dog Park.	14
Crosswalks at northern two pocket parks proposed.	11
Benches wherever possible.	10
Drop off USPS Mailbox.	7
Mailboxes directly in front of home instead of consolidated.	6
Sound barriers for train noise.	12
Train Station/Crossing/Pedestrian Bridge.	8
Public kiosks.	1
Covered bus stop.	2
Post Project Street Repairs/Assessment.	17
Edible Landscaping	9
Shared community space/storage shed	4

Incorporation of green or sustainable energy elements into the Project or the promotion of such

Please Rank 1-5

Public on street recycling containers.	4
Low environmental impact and resilience structures.	2
Solar Power.	3
No gas stoves or furnaces.	5
Water runoff solutions like raingardens, natural and native landscaping and sound barriers.	1

Unbundling of construction work into bid sizes that will allow local small businesses level competition,

No benefits requested

Other

Please rank 1-6

Inquire about train speed at Grove and Park to ensure consistency.	4
Minimal HOA governance.	2
Expressly allowing yard signs, political signs and canvassing signs within HOA.	5
HOA membership input requested.	1
Specific amenities list requested at pocket parks proposed.	3
Documentation of herbicides used at railroad tracks.	6

Tier 2

Work with Michigan Works, the SBDC, and other similarly situated organizations to help provide

No Benefits Requested

Providing or supporting educational and/or mentoring activities that provide or enhance employment

No Benefits Requested

Creation or financial support of, either on-site or off-site, mixed or low-income housing units.

Please Rank 1-6

Limit purchase to those who are current renters/residents or those without a home in Ypsi.	1
Restricting purchase to 1 home per 1 family/owner occupied	2
Long term affordability and local definition of affordability.	3
Prevent collection of school taxes on TIF	5
No rentals and negotiating additional affordability/density.	2
City wide ban on short term rentals	4

Tier 1 Rodrick Johnson

Providing, either on-site or off-site, additional recreational activities, parks, open space, public service enhancements, or public infrastructure improvements for the City of Ypsilanti and its residents. This includes public transportation services and infrastructure.

Please Rank 1-18

Resilience fund for yard supplies and storage facilities.	4
Shared green space such as community garden.	12
Didactic learning space.	13
Two raised Hawk Crosswalks at Cross St/N Park and Cross/N Grove.	2
Fence at south end of the site.	1
One additional covered bicycle ramp/loop at northwest corner of the site.	5
Dog Park.	16
Crosswalks at northern two pocket parks proposed.	6
Benches wherever possible.	7
Drop off USPS Mailbox.	9
Mailboxes directly in front of home instead of consolidated.	10
Sound barriers for train noise.	8
Train Station/Crossing/Pedestrian Bridge.	17
Public kiosks.	18
Covered bus stop.	11
Post Project Street Repairs/Assessment.	3
Edible Landscaping	14
Shared community space/storage shed	15

Incorporation of green or sustainable energy elements into the Project or the promotion of such

Please Rank 1-5

Public on street recycling containers.	2
Low environmental impact and resilience structures.	3
Solar Power.	4
No gas stoves or furnaces.	5
Water runoff solutions like raingardens, natural and native landscaping and sound barriers.	1

Unbundling of construction work into bid sizes that will allow local small businesses level competition,

No benefits requested

Other

Please rank 1-6

Inquire about train speed at Grove and Park to ensure consistency.	5
Minimal HOA governance.	6
Expressly allowing yard signs, political signs and canvassing signs within HOA.	3
HOA membership input requested.	1
Specific amenities list requested at pocket parks proposed.	4
Documentation of herbicides used at railroad tracks.	2

Tier 2

Work with Michigan Works, the SBDC, and other similarly situated organizations to help provide

No Benefits Requested

Providing or supporting educational and/or mentoring activities that provide or enhance employment

No Benefits Requested

Creation or financial support of, either on-site or off-site, mixed or low-income housing units.

Please Rank 1-6

Limit purchase to those who are current renters/residents or those without a home in Ypsi.	1
Restricting purchase to 1 home per 1 family/owner occupied	2
Long term affordability and local definition of affordability.	4
Prevent collection of school taxes on TIF	5
No rentals and negotiating additional affordability/density.	6
City wide ban on short term rentals	3

Tier 1 Grant Tillman

Providing, either on-site or off-site, additional recreational activities, parks, open space, public service enhancements, or public infrastructure improvements for the City of Ypsilanti and its residents. This includes public transportation services and infrastructure.

Please Rank 1-18

Resilience fund for yard supplies and storage facilities.	10
Shared green space such as community garden.	12
Didactic learning space.	5
Two raised Hawk Crosswalks at Cross St/N Park and Cross/N Grove.	12
Fence at south end of the site.	18
One additional covered bicycle ramp/loop at northwest corner of the site.	2
Dog Park.	10
Crosswalks at northern two pocket parks proposed.	10
Benches wherever possible.	10
Drop off USPS Mailbox.	5
Mailboxes directly in front of home instead of consolidated.	3
Sound barriers for train noise.	5
Train Station/Crossing/Pedestrian Bridge.	1
Public kiosks.	1
Covered bus stop.	5
Post Project Street Repairs/Assessment.	18
Edible Landscaping	5
Shared community space/storage shed	5

Incorporation of green or sustainable energy elements into the Project or the promotion of such

Please Rank 1-5

Public on street recycling containers.	5
Low environmental impact and resilience structures.	3
Solar Power.	5
No gas stoves or furnaces.	1
Water runoff solutions like raingardens, natural and native landscaping and sound barriers.	10

Unbundling of construction work into bid sizes that will allow local small businesses level competition,

No benefits requested

Other

Please rank 1-6

Inquire about train speed at Grove and Park to ensure consistency.	1
Minimal HOA governance.	1
Expressly allowing yard signs, political signs and canvassing signs within HOA.	1
HOA membership input requested.	1
Specific amenities list requested at pocket parks proposed.	12
Documentation of herbicides used at railroad tracks.	1

Tier 2

Work with Michigan Works, the SBDC, and other similarly situated organizations to help provide

No Benefits Requested

Providing or supporting educational and/or mentoring activities that provide or enhance employment

No Benefits Requested

Creation or financial support of, either on-site or off-site, mixed or low-income housing units.

Please Rank 1-6

Limit purchase to those who are current renters/residents or those without a home in Ypsi.	1
Restricting purchase to 1 home per 1 family/owner occupied	1
Long term affordability and local definition of affordability.	18
Prevent collection of school taxes on TIF	1
No rentals and negotiating additional affordability/density.	18
City wide ban on short term rentals	2

Tier 1 Marc Arthur

Providing, either on-site or off-site, additional recreational activities, parks, open space, public service enhancements, or public infrastructure improvements for the City of Ypsilanti and its residents. This includes public transportation services and infrastructure.

Please Rank 1-18

Resilience fund for yard supplies and storage facilities.	13
Shared green space such as community garden.	17
Didactic learning space.	6
Two raised Hawk Crosswalks at Cross St/N Park and Cross/N Grove.	1
Fence at south end of the site.	7
One additional covered bicycle ramp/loop at northwest corner of the site.	5
Dog Park.	14
Crosswalks at northern two pocket parks proposed.	2
Benches wherever possible.	8
Drop off USPS Mailbox.	16
Mailboxes directly in front of home instead of consolidated.	9
Sound barriers for train noise.	15
Train Station/Crossing/Pedestrian Bridge.	18
Public kiosks.	10
Covered bus stop.	12
Post Project Street Repairs/Assessment.	3
Edible Landscaping	11
Shared community space/storage shed	4

Incorporation of green or sustainable energy elements into the Project or the promotion of such

Please Rank 1-5

Public on street recycling containers.	5
Low environmental impact and resilience structures.	2
Solar Power.	4
No gas stoves or furnaces.	3
Water runoff solutions like raingardens, natural and native landscaping and sound barriers.	1

Unbundling of construction work into bid sizes that will allow local small businesses level competition,

No benefits requested

Other

Please rank 1-6

Inquire about train speed at Grove and Park to ensure consistency.	6
Minimal HOA governance.	2
Expressly allowing yard signs, political signs and canvassing signs within HOA.	1
HOA membership input requested.	3
Specific amenities list requested at pocket parks proposed.	4
Documentation of herbicides used at railroad tracks.	5

Tier 2

Work with Michigan Works, the SBDC, and other similarly situated organizations to help provide

No Benefits Requested

Providing or supporting educational and/or mentoring activities that provide or enhance employment

No Benefits Requested

Creation or financial support of, either on-site or off-site, mixed or low-income housing units.

Please Rank 1-6

Limit purchase to those who are current renters/residents or those without a home in Ypsi.	4
Restricting purchase to 1 home per 1 family/owner occupied	1
Long term affordability and local definition of affordability.	2
Prevent collection of school taxes on TIF	6
No rentals and negotiating additional affordability/density.	5
City wide ban on short term rentals	3

Tier 1 Amanda Smith

Providing, either on-site or off-site, additional recreational activities, parks, open space, public service enhancements, or public infrastructure improvements for the City of Ypsilanti and its residents. This includes public transportation services and infrastructure.

Please Rank 1-18

Resilience fund for yard supplies and storage facilities.	2
Shared green space such as community garden.	7
Didactic learning space.	10
Two raised Hawk Crosswalks at Cross St/N Park and Cross/N Grove.	4
Fence at south end of the site.	11
One additional covered bicycle ramp/loop at northwest corner of the site.	6
Dog Park.	18
Crosswalks at northern two pocket parks proposed.	13
Benches wherever possible.	12
Drop off USPS Mailbox.	14
Mailboxes directly in front of home instead of consolidated.	9
Sound barriers for train noise.	15
Train Station/Crossing/Pedestrian Bridge.	1
Public kiosks.	17
Covered bus stop.	8
Post Project Street Repairs/Assessment.	By this, I mean - the city will ensure the street is functional as compared to surrounding streets 5 after the project is completed
Edible Landscaping	16
Shared community space/storage shed	3

Incorporation of green or sustainable energy elements into the Project or the promotion of such

Please Rank 1-5

Public on street recycling containers.	3
Low environmental impact and resilience structures.	1
Solar Power.	5
No gas stoves or furnaces.	4
Water runoff solutions like raingardens, natural and native landscaping and sound barriers.	2

Unbundling of construction work into bid sizes that will allow local small businesses level competition. Oh! I love this. Please consider.
No benefits requested

Other

Please rank 1-6

Inquire about train speed at Grove and Park to ensure consistency.	5
Minimal HOA governance.	1
Expressly allowing yard signs, political signs and canvassing signs within HOA.	2
HOA membership input requested.	6
Specific amenities list requested at pocket parks proposed.	3
Documentation of herbicides used at railroad tracks.	4

Tier 2

Work with Michigan Works, the SBDC, and other similarly situated organizations to help provide

No Benefits Requested

Providing or supporting educational and/or mentoring activities that provide or enhance employment Please partner with YCSI

No Benefits Requested

Creation or financial support of, either on-site or off-site, mixed or low-income housing units.

Please Rank 1-6

Limit purchase to those who are current renters/residents or those without a home in Ypsi.	2 Renters/those without a home specifically
Restricting purchase to 1 home per 1 family/owner occupied	3
Long term affordability and local definition of affordability.	1

Prevent collection of school taxes on TIF
No rentals and negotiating additional affordability/density.
City wide ban on short term rentals

6
4
5

If we were prioritizing these across the board, and not by section, the items in this last section would far outweigh the items in other sections for me.

Tier 1 Annie Sommerville

Providing, either on-site or off-site, additional recreational activities, parks, open space, public service enhancements, or public infrastructure improvements for the City of Ypsilanti and its residents. This includes public transportation services and infrastructure.

Please Rank 1-18

Resilience fund for yard supplies and storage facilities.	2
Shared green space such as community garden.	3
Didactic learning space.	16
Two raised Hawk Crosswalks at Cross St/N Park and Cross/N Grove.	1
Fence at south end of the site.	15
One additional covered bicycle ramp/loop at northwest corner of the site.	4
Dog Park.	14
Crosswalks at northern two pocket parks proposed.	5
Benches wherever possible.	7
Drop off USPS Mailbox.	6
Mailboxes directly in front of home instead of consolidated.	8
Sound barriers for train noise.	18
Train Station/Crossing/Pedestrian Bridge.	10
Public kiosks.	9
Covered bus stop.	11
Post Project Street Repairs/Assessment.	13
Edible Landscaping	17
Shared community space/storage shed	12

Incorporation of green or sustainable energy elements into the Project or the promotion of such

Please Rank 1-5

Public on street recycling containers.	4
Low environmental impact and resilience structures.	3
Solar Power.	2
No gas stoves or furnaces.	1
Water runoff solutions like raingardens, natural and native landscaping and sound barriers.	5

Unbundling of construction work into bid sizes that will allow local small businesses level competition,

No benefits requested

Other

Please rank 1-6

Inquire about train speed at Grove and Park to ensure consistency.	6
Minimal HOA governance.	1
Expressly allowing yard signs, political signs and canvassing signs within HOA.	2
HOA membership input requested.	3
Specific amenities list requested at pocket parks proposed.	4
Documentation of herbicides used at railroad tracks.	5

Tier 2

Work with Michigan Works, the SBDC, and other similarly situated organizations to help provide

No Benefits Requested

Providing or supporting educational and/or mentoring activities that provide or enhance employment

No Benefits Requested

Creation or financial support of, either on-site or off-site, mixed or low-income housing units.

Please Rank 1-6

Limit purchase to those who are current renters/residents or those without a home in Ypsi.	1
Restricting purchase to 1 home per 1 family/owner occupied	5
Long term affordability and local definition of affordability.	2
Prevent collection of school taxes on TIF	6
No rentals and negotiating additional affordability/density.	3
City wide ban on short term rentals	4



**CITY OF YPSILANTI
220 N PARK COMMUNITY BENEFITS COMMITTEE
MEETING**

**MAY 23, 2022 @ 6:00 PM
CITY HALL - COUNCIL CHAMBERS
One South Huron, Ypsilanti, MI 48197**
[VIRTUAL ACCESS](#)

Page

I. CALL TO ORDER

II. ROLL CALL

Amber Fellows
Marc Arthur
Roderick Johnson
Grant Tillman
Bryan Foley
Annie Somerville
Jen Eastridge
Amanda Smith
Jack Lark

III. AGENDA APPROVAL

IV. PUBLIC COMMENT (3 MINUTES)

V. RESOLUTIONS/MOTIONS/DISCUSSIONS

3 - 4

- A. Approval of the May 11, 2022 Minutes.
[Minutes](#)
- B. Updates
1. Renovare and Staff
 - 40/60/80% AMI housing ratios
 - HOA restrictions
 - General contractor labor standards
 - MSHDA employer-assistance match program
 2. Committee
 - employer partners
 - labor standards during construction
- C. Street Name Discussion
- input from Staying Power
 - Mattie Dorsey article

D. Approval of the Community Benefits Agreement of the 220 N Park Proposed Development.

1. CBA for Renovare

- TIF use
- 100% PRE development
- # and ratio of affordable units
- Resident and first-time homebuyer prioritization window
- Long-term affordability: City Right of First Refusal trigger for 220 N

Park property sales

- HOA fee ratio
- HOA governance and membership
- Unit standards: sq feet, shed/storage, energy star, double-paned windows, sound barriers
- Labor standards
- Covered bicycle ramp
- Rain garden, native landscaping
- Street naming

2. CBA for City of Ypsilanti

- Update and renew CBO with community input
- 220 N Park purchase price allocated to Housing Trust Fund
- Short-term rental restriction except for PRE
- Affordability Ordinance to set City AMI standards
- Crosswalk stripes on Cross St at Park St, Grove St
- Tenant Right of First Refusal for units built before 2005
- Progressive Income Property Tax to fund Housing Trust Fund
- Education for resident first-time homebuyers
- Evaluate street repair after completion

3. Enforceability

- Clawback article

VI. COMMUNICATIONS

A. [Stand on her Shoulder's: Ypsilanti's First Black Woman on City Council Inspires Leaders Today - Lucas Somolcic](#)

[Tracking Subsidies, Promoting Accountability in Economic Development](#)

VII. PUBLIC COMMENT (3 MINUTES)

VIII. ADJOURNMENT



MINUTES SPECIAL Meeting

6:00 PM - Wednesday, May 11, 2022

Council Chambers

All Committee meetings may be viewed on the City of Ypsilanti's YouTube Page

The 220 N Park Community Benefits Committee of the City of Ypsilanti was called to order on Wednesday, May 11, 2022, at 6:00 PM, in the Council Chambers.:

1 CALL TO ORDER

The meeting was called to order at 6:05 PM

2 ROLL CALL

PRESENT:

Amber Fellows, Marc Arthur, Roderick Johnson, Amanda Smith, Annie Somerville

ABSENT:

Grant Tillman (attended virtually), Jennifer Eastridge, Jack Lark, Bryan Foley

3 AGENDA APPROVAL

R. Johnson moved, seconded by A. Somerville to approve the agenda as submitted. On a voice vote, the motion carried and the agenda was approved.

4 PUBLIC COMMENT (3 MINUTES)

2 members from the public spoke

5 RESOLUTIONS/MOTIONS/DISCUSSIONS

a) Approving the minutes of the May 4, 2022 Meeting

A. Somerville moved, seconded by Marc Arthur to approve the minutes as submitted.

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

b) Centering Ypsilanti residents who are first-time homebuyers

- Memo from Fair Housing Center
- NDO: Clarification of legal opinion from the City Attorney's Office
- Housing Trust to fund city, or tenant right of first refusal

c) Prioritization of potential benefits

d) Discussion with Renovare

- Review data regarding AMI & Brownfield TIF.
- Update on business model/options to promote long-term affordability
- Co-creating achievable community benefits

A. Somerville moved, seconded by Marc Arthur to extend the meeting to 8:30 PM. On a voice vote, the motion carried.

A. Somerville moved, seconded by A. Smith to extend the meeting to 8:45 PM. On a voice vote, the motion carried.

6 PUBLIC COMMENT (3 MINUTES)
1 member from the public spoke

7 ADJOURNMENT
A. Somerville moved, seconded by Marc Arthur to adjourn the meeting. On a voice vote the meeting was adjourned. The meeting adjourned at 8:34 PM



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Joe Meyers
DATE: June 21, 2022
SUBJECT: 220 N. Park Brownfield Request

DESCRIPTION:

220 N. Park Brownfield Request

SUMMARY:

The city received a has received a request for a Brownfield Redevelopment Plan for 220 N. Park Street, located in Depot Town in January 2022.

The subject property was owned by John Gilbert by 1859. John Gilbert constructed the existing mansion on the northern adjoining property at 227 N. Grove Street during his ownership and appears to have maintained the subject property as undeveloped grounds around the mansion until the mansion was vacated around 1928. The Gilbert mansion was briefly occupied by Arm of Honor Fraternity in the 1930s. In 1938, City of Ypsilanti acquired the subject property and Gilbert mansion through tax foreclosure and subsequently maintained the subject property as a recreational park. The Boys Club of Ypsilanti (later the Boys and Girls Club) appears to have begun using and/or maintaining the subject property by 1963. In the early 1970s, the Boys and Girls Club constructed the original portion of the former Club building, which was expanded in the 1990s. The Boys and Girls Club continued to occupy and maintain the subject property until vacating the former building in 2010. The former building and exterior basketball court and baseball diamond features were demolished in 2016.

Request to recommend approval of Brownfield TIF

Development is proposed at the subject property located at 220 N. Park on the edge of Depot Town. The subject property is owned by the City of Ypsilanti with an option to purchase by Renovare Ypsilanti Homes LLC. The intent to complete a 46 Home development with 50% of the units being affordable and 50% being below market rate.

The developer is requesting the following brownfield activities are as follows, demolition, site preparation, soft costs, infrastructure improvements, proper handling of contaminated soils, assistance with economic development (writing down the cost of affordable units) preparation of the brownfield plan, and interest.

Brownfield Plan and Act 381 Work Plan.

Private investment for the development is projected to be \$13,000,000, of which \$3,000,000 is proposed for brownfield reimbursement. The duration of the plan is projected to be 17 years. The maximum amount of capture allowed for any brownfield plan is 30 years.

Economic Impact

The completed 220 N. Park project will create 46 new housing units with 50% being affordable and 50% being below market rate. The Community Benefits Ordinance created a set of benefits that would be required to obtain this incentive. The CBA items are listed in the CBA in the packet.

Staff Recommendation: Staff recommends approval of the Brownfield Plan. Should the City approve the Plan, the final adoption of the Brownfield Plan will be by the Washtenaw County Board of Commissioners.

ATTACHMENTS: Brownfield Plan

RECOMMENDED ACTION: Approval of the Brownfield Plan.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-149
June 21, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

WHEREAS, the property located at 220 N. Park (the "Property") has been determined to be a Facility, as determined by a Phase II analysis, and

WHEREAS, The Brownfield Plan for the 220 N. Park (the "Plan") has been created to facilitate the redevelopment of the Property to include a 46 new single-family units

WHEREAS, the Plan will allow application for the units on the site to be affordable and attainable.

WHEREAS, the Plan must be approved by the City of Ypsilanti, then the WCBRA, with final adoption by the Washtenaw County Board of Commissioners; and

WHEREAS, neither Washtenaw County nor the Washtenaw County Brownfield Redevelopment Authority will incur a financial note or bonded indebtedness.

NOW THEREFORE BE IT RESOLVED, that the Ypsilanti City Council approve The Brownfield Plan for 220 N. Park Development as authorized by the Washtenaw County Brownfield Redevelopment Authority.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

#Resolution No. 2022-149

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

#Resolution No. 2022-149



Renovare Development
42 Watson, Suite B
Detroit, MI 48201

MEMORANDUM

TO: The City of Ypsilanti Planning Commission
FROM: Renovare Ypsilanti Homes, LLC.
SUBJECT: Requested Items needed for the PUD Site Application for 220 Park Street
DATE: June 20, 2022

BACKGROUND

Renovare Ypsilanti Homes LLC. proposes a mixed-use residential site condominium that will include 46 units of cottages, duplexes and townhomes located on 220 N. Park Street, Ypsilanti MI, a city owned parcel. City staff has worked with the applicant to address the site layout and engineering. The Developer has completed and agreed to the terms of the Community Benefit Agreement. The developer is currently working on financing mechanisms that will include American Rescue Plan Funding, Brownfield Tax Increment Financing and Construction financing with the Ann Arbor Community Foundation, Washtenaw County and Michigan Community Capital and will provide deed restrictions in the Master Deed and Bylaws.

RESPONSE

Renovare Ypsilanti Homes, LLC is working with our lenders to incorporate the requirements set for in the Community Benefit Agreement for 220 Park Street. May 6, 2022. Attached are sample documents (including a 2021 Resale Calculation Breakdown) based on the requirements set forth at The Stone School Condo's and Ashley Mew Condo's, for-sale housing projects with affordability restrictions completed in Washtenaw County. We are working with our lenders on the final requirements which will incorporate the following:

- Affordable Housing Covenant (sample attached)
- Selling your Affordable Home Unit (sample attached – will be included in purchasers' information package)
- 2021 Resale Price Calculations (which explains the formula used for property resale)

CONCLUSION

The attached information is provided to show examples of similar projects and the mechanisms used to manage the long-term resale and affordability. The developer will work with the city to approve the final documentation.

WWW.RENOVAREDEVELOPMENT.COM

2021 Resale Price for Ashley Mews Units

Following is Paragraph 4 of your Affordable Housing Covenant, which explains the formula for calculating the maximum sales price that you will be able to sell your unit for if you decide to sell the unit in 2021.

Resale Price Limitation

Grantor and all subsequent Owners hereby covenant that the price in any future sale of the Property by the Grantor or any subsequent Owner shall be calculated as follows:

- (i) Multiply the original sale price (not including commissions, loan origination fees, appraisals fees, title insurance premiums and other similar transaction costs) by one-third (or .33) of the percent change of the CPI-U over the calendar year immediately previous to the first purchase anniversary, then divide that number by 100 and add the result to the original sale price. The result is the “running sale price.”
- (ii) For each purchase anniversary after the first, multiply the previous year’s running sale price by one-third of the percent change of the CPI-U during the year immediately previous to that purchase anniversary, then divide that number by 100 and add the result to the previous year’s running sale price. The result is the new running sale price
- (iii) Continue the calculation described in paragraph 4(ii) above to the most recent purchase anniversary. The result is the “base sale price.”
- (iv) The sale price of any future sale of the Property by the Owner or any subsequent Owner shall be the total of the following:
 - a. The base sale price; plus
 - b. The amount of Eligible Capital Improvements that have been approved by the City (not to exceed \$2,500 per year) up to the time of transfer; plus
 - c. A realtor commission no to exceed 6% of (a) plus (b); plus
 - d. Reasonable and customary closing costs not to exceed 1.5% of sale price as well as seller paid transfer taxes; minus
 - e. The amount of any Excessive Damage Assessment.
- (v) If the sum of paragraph (iv) a-d is less than the amount of the original sale price, then the sale price shall be the original sale price less the amount of any Excessive Damage Assessment, unless the property appraises for less, in which case the sale price shall be the greater of the appraised value or the sums of paragraph 4(iv) a-e.

Original Purchase price = \$100,500
2020 base sale price = \$117,862

Following is the **2021** base sale price

PLEASE NOTE: The change in the CPI-U All Consumers (Midwest Region) 12-month percent change was 1.1 as released by the U.S. Bureau of Labor Statistics for the Midwest Region at https://www.bls.gov/regions/mountain-plains/news-release/ConsumerPriceIndex_Midwest.htm as of **December 2020**

$$\begin{aligned} \$117,862 \times (.33 \times 1.1)/100 &= \$428 \\ \$428 + \$117,862 &= \underline{\$118,290} \end{aligned}$$

a. the (current) base sale price;	\$118,290 (after 19 yrs)
b. Plus the amount of Eligible Capital Improvements	\$0
c. (optional if used) a realtor commission not to exceed 6% of (a) plus (b); plus	\$7,097
d. reasonable and customary closing costs not to exceed 1.5% of sale price as well as seller paid transfer taxes; minus	\$1,774
e. the amount of any Excessive Damage Assessment	<u><u>\$ 0</u></u>
Maximum Sales Price	\$127,162



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HS
1A

AFFORDABLE HOUSING COVENANT

UB 66822

This Affordable Housing Covenant ("Covenant") is entered into as of the 7 day of October, 2002, by Nicholas B. Miller, Singleman ("Owner"), the City of Ann Arbor, Michigan ("City"). 100 N Fifth AVE Ann Arbor, MI 48104 in favor of

This Covenant applies to the real property commonly known as 1600 Ashley Meadows, Ann Arbor, Michigan, which is more fully described in Exhibit A attached hereto and incorporated by this reference herein ("Property").

RECITALS

WHEREAS, the City has provided assistance for the development of this Property; and

WHEREAS, the Owner has benefited from this assistance; and

WHEREAS, the intent of the City in providing this assistance is to preserve the affordability of the Property for persons of low income; and

WHEREAS, subsequent purchasers will benefit from the limitation on the sales price which this Covenant requires;

WHEREAS, the City may contract with a nonprofit housing entity specializing in affordable housing to conduct some or all of the activities defined in this covenant; and

WHEREAS, the intent of the Owner is to preserve through this Covenant the affordability of the Property for persons of low income, and to assign to the City the right to enforce compliance with this Covenant.

NOW THEREFORE, in consideration of the benefits received by the parties, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

The following terms shall have the following meanings herein:

A. "Area Median Income" means the Area Median Income reported annually for single persons and households of various size by the United States Department of Housing and Urban Development for the primary metropolitan statistical area which includes the City of Ann Arbor, Michigan.

B. "City" shall mean the City of Ann Arbor or its designee. The City has retained the right to conduct the activities described under this covenant through a contract with another entity.

C. "CPI-U" means the most recent United States Department of Labor (Bureau of Labor Statistics) Consumer Price Index for All Urban Consumers for the consolidated metropolitan statistical area that includes the City of Ann Arbor. In the event that the CPI-U is substantially changed, re-named, or abandoned by the United States Government, then in its place shall be substituted the index established by the United States Government that most closely resembles the CPI-U.

D. "Domestic partner" means a person who has been duly registered with the Ann Arbor City Clerk or other designated City official as a domestic partner of the Owner pursuant to the provisions of the City's domestic partner ordinance.

E. "Mortgage" means a financing document which is recorded senior to any other deeds of trust or liens against the Property and secures a loan made by an Institutional Lender and is used to purchase the Property..

F. "Income" means the definition of income under Section 8 of the United States Housing Act of 1937, codified at 42 U.S.C.S. § 1437a(b)(1990), as further determined by the United States Secretary of Agriculture in 24 CFR § 609 (1997). In the event that Section 8 is repealed or the definition of income under Section 8 is substantially modified, then ☐income shall mean the anticipated total income for the next twelve month period received from all sources by each member of the household, excluding, however, temporary or non-recurring income (including gifts), income from the employment of children under age 18, payments for the care of foster children or foster adults, and amounts received specifically for the reimbursement of medical expenses for a member of the household shall not be included as "income" for purposes of this covenant.

G. "Institutional Lender" means any bank, savings and loan association, or any other financing agency that is licensed to engage in the business of providing purchase money mortgage financing for residential real property.

H. "Owner" means the first purchaser and any subsequent purchaser, devisee, transferee, grantee, owner or holder of title of the Property or any portion of the Property.



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I. "Transfer" means any sale, assignment or transfer, voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, a leasehold interest (except for a lease allowed by Paragraph 11 hereof), or any interest evidenced by a land contract by which possession of the Property is transferred and Owner retains title.

J. "Original Sale Price" means the price at which the current Owner purchased the Property (not including commissions, loan origination fees, appraisals fees, title insurance premiums and other similar transaction costs).

K. "Purchase Anniversary" means the calendar date on which the Property was transferred to an Owner.

L. "Running Sale Price" is a dollar amount used in the calculation of the actual sale price in any future sale of the Property, and is more fully defined in paragraph 4 below.

M. "Base Sale Price" means the sale price of any future sale of the Property before adjustments for Eligible Capitol Improvements, Excessive Damage Assessments, Realtor's Commission (limited to 6%), and other reasonable and customary closing costs not to exceed 1.5% of sale price as well as seller paid transfer taxes.

2. Requirement of Title

Compliance with the provisions of this Covenant shall be deemed to be a requirement of title.

3. Use of Property as Owner's Primary Residence

The Owner shall use the Property as his or her primary residence. At or before the time when title is transferred to the Property, each new Owner shall certify to the City in writing his or her intent to occupy the Property as his or her primary residence. Upon written request of the City, the Owner shall provide the City with such information as the City may reasonably request to satisfy itself that the Property is being used as the Owner's primary residence.

4. Resale Price Limitation

Grantor and all subsequent Owners hereby covenant that the price in any future sale of the Property by the Grantor or any subsequent Owner shall be calculated as follows:

- (i) Multiply the original sale price (not including commissions, loan origination fees, appraisals fees, title insurance premiums and other similar transaction costs) by one-third of the percent change of the CPI-U over the year immediately previous to the first purchase anniversary, then divide that number by 100 and add the result to the original sale price. The result is the "running sale price."
- (ii) For each purchase anniversary after the first, multiply the previous year's running sale price by one-third of the percent change of the CPI-U during the year immediately previous to that purchase anniversary, then divide that number by 100 and add the result to the previous year's running sale price. The result is the new running sale price.
- (iii) Continue the calculation described in paragraph 4(ii) above to the most recent purchase anniversary. The result is the "base sale price."
- (iv) The sale price of any future sale of the Property by the Owner or any subsequent Owner shall be the total of the following:
 - a. the base sale price; plus
 - b. the amount of Eligible Capital Improvements that have been approved by the City (not to exceed \$2,500 per year) up to the time of transfer; plus
 - c. a realtor commission not to exceed 6% of (a) plus (b); plus
 - d. reasonable and customary closing costs not to exceed 1.5% of sale price as well as seller paid transfer taxes; minus
 - e. the amount of any Excessive Damage Assessment.
- (v) If the sum of paragraph (iv) a-d is less than the amount of the original sale price, then the sale price shall be the original sale price less the amount of any Excessive Damage Assessment, unless the property appraises for less, in which case the sale price shall be the greater of the appraised value or the sums of paragraph 4(iv) a-e.
- (vi) If Owner or any subsequent Owner sells the Property prior to the first purchase anniversary, the "base sale price" for the purposes of paragraph 4(iv) above shall be the original sales price (not including commissions, loan origination fees, appraisals fees, title insurance premiums and other similar transaction costs).
- (vii) On or before May 1 of each year, the City shall provide a statement to the Owner with a statement indicating the "base sale price" of the property [Section 4(iv)(a)] plus the amount of any approved Eligible Capital Improvements [Section 4(iv)(b)] as of December 31 of the preceding year. If the Owner disputes this statement, the dispute shall be resolved under the procedures set forth in Section 9.



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5. The City's Right of First Refusal

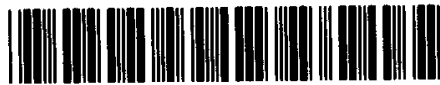
(i) The Owner shall not sell or otherwise transfer the property until 60 days after serving written notice upon the City of the Owner's intent to sell or otherwise transfer the Property.

(ii) Within 60 days of receiving the notice provided for in paragraph 5(i) above, the City may elect to purchase the Property from the Owner by serving the Owner a written notice of its intent to do so. If the City elects to purchase the Property as provided herein, Owner hereby covenants to sell the Property to the City at the price set forth in Section 4 above. The City shall resell the property subject to the resale price limitations of Section 4 and to an eligible buyer as defined in Section 6.

(iii) If the City does not elect to purchase the property as provided herein, the Owner must sell the Property to an Eligible Buyer chosen by the City as set forth in Section 6 below at the price set forth in Section 4 above. The new owner shall be subject to the City's right of first refusal. The City shall provide the Owner with the name of the buyer within 60 days after receiving the notice provided for in paragraph 5(i) above

(iv) The following transfers are exceptions to the above requirements, provided that the new Owners, other than an estate, shall use the Property as his or her principal residence:

- a. A transfer resulting from the death of an Owner where the transfer is to the spouse who is also an Owner.
- b. A transfer to the Owner's estate following his or her death for the purpose of administering the estate and distributing the assets thereof during a period of time not to exceed 24 months from the date of death of the Owner.
- c. A transfer resulting from the death of an Owner when the transfer is to one or more children of the deceased Owner.
- d. A transfer by an Owner where the spouse or domestic partner of the Owner becomes the co-owner of the Property.
- e. A transfer resulting from a decree of dissolution of the marriage or legal separation or from a property settlement agreement incidental to such a decree by which a spouse who is an Owner becomes the sole Owner of the Property.



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- f. A transfer directly resulting from a termination of a registered domestic partnership by which a domestic partner who is an Owner becomes the sole Owner of the Property.

6. Eligible Buyers

The City shall maintain a list of buyers who are certified to buy the Property. With the exceptions listed below, title to the Property may only be transferred to a person who has been certified by the City and who also has been qualified by an Institutional Lender for a mortgage to be used to buy the Property and who agrees to execute and be bound by this covenant. In order to qualify, a buyer's projected income may be not more than 80% percent of Area Median Income at the time of the purchase, as the Area Median Income may be adjusted to reflect the family size of the buyer or buyers. If the Property is sold jointly to more than one buyer in the same transaction, or if the Property is sold to a buyer who is married or who has a domestic partner, or if the Property is sold to one or more buyers who have the custody of children under the age of eighteen, then (a) the buyer or buyers plus any minor children shall be considered to be a household for the purposes of this Covenant; (b) the income of all persons in the household (which will include each buyer of the Property, the spouse or domestic partner of the buyer, and each buyer's children who are age eighteen or older and who plan to reside in the premises) shall be used in determining the buyer's(') income; and (c) the Area Median Income shall be adjusted to reflect the household's size.

In addition to the income requirements, Eligible Buyers must have received homeowner's education as required by the City, and must have reviewed the provisions of this Covenant and expressed their willingness to accept them.

7. Eligible Capital Improvements

(i) Only the following categories of expenditures may qualify as Eligible Capital Improvements:

- (a) The addition of a habitable room or of storage space to the Property.
- (b) The finishing of unhabitable space so that it is converted into a habitable room.
- (c) Modifications or improvements needed to accommodate a person with a "disability," as defined in the Americans With Disabilities Act of 1990, 42 USC Section 12101, et seq.



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- (d) Improvements which reduce the Owner's consumption on the Property of electricity from sources external to the Property, of coal, natural gas, propane, other fossil fuels, or of other forms of energy created by burning or otherwise consuming fossil fuels.
- (e) Improvements to the kitchen, provided that all expenditures are part of a comprehensive renovation project for the kitchen, (which may include, but are not limited to, major kitchen appliances that remain part of the kitchen until the next comprehensive renovation project or until they wear out whichever occurs first) that the last comprehensive kitchen renovation project which qualified as an Eligible Capital Improvement was completed at least twenty years before the current one, and that at least \$2,000 is spent on the comprehensive renovation project within a twelve month period.
- (f) Improvements to a bathroom, provided that all expenditures are part of a comprehensive renovation project for the bathroom, that the last such comprehensive renovation project for the bathroom which qualified as an Eligible Capital Improvement was completed at least twenty years before the current one, and that at least \$2,000 is spent on the comprehensive renovation project within a twelve month period.
- (g) Replacement of the roof, if roof repairs are not covered through the services of a condominium association, provided that the last roof replacement that qualified as an Eligible Capital Improvement was completed at least twenty years before the current one, and provided further, that the Owner's share of the roof replacement costs is paid through a special assessment by a homeowners' association.
- (h) Replacement of the furnace, provided that the last such replacement which qualified as an Eligible Capital Improvement was completed at least twenty years before the current one.

No other categories or types of expenditures may qualify as Eligible Capital Improvements unless prior approval by the City is given in writing, which approval may be granted or denied in the City's sole discretion.

(ii) Moreover, in order to qualify as an Eligible Capital Improvement, each expenditure must be conditionally approved in advance by the City; and, after a proposed Eligible Capital Improvement has been completed, it must be finally approved by the City as an Eligible Capital



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Improvement and the amount thereof must be determined by the City under the procedures set forth in this section.

- (a) The Owner must submit in advance to the City detailed plans for each proposed Eligible Capital Improvement and an itemization of the expected costs. Within fourteen days after this information is received by the City, it will notify the Owner in writing whether or not the proposed expenditure is conditionally approved as an Eligible Capital Improvement.
 - (b) Within the same calendar year during which the proposed Eligible Capital Improvement has been completed, the Owner shall submit to the City complete documentation showing all costs thereof. This documentation shall be reasonably satisfactory to the City. If labor of the Owner, his or her spouse, domestic partner, children or parents for construction work is included within the cost, a detailed account of the work and the time spent on the work shall be submitted along with two estimates of the value of that work by at least two licensed contractors licensed by the City. At least one of those contractors must also be named on a list of approved contractors maintained by the City.
 - (c) The City shall the have the right to inspect the Property at times that are mutually convenient to the City and the Owner to confirm that the proposed Eligible Capital Improvements have been completed in a workmanlike manner and the reasonable value thereof. If the City, in its reasonable discretion, is unsatisfied with the documentation provided by the Owner, it may base its determination of the value of the improvements upon the valuation of a person chosen by the City who is knowledgeable about local construction costs and practices. At the conclusion of this process, the City shall notify the Owner in writing if the improvement has been approved as an Eligible Capital Improvement and the amount thereof.
- (iii) The amount of Eligible Capital Improvements included within the calculations of the re-sale price limit may not exceed a total of \$2,500.00 per calendar year. This allowance is not cumulative, and if any portion of the allowance is unused, it may not be carried over from year to year.
- (iv) Nothing in this Covenant shall prohibit an Owner from making an improvement to the Property which does not qualify as an Eligible Capital Improvement. However, only Eligible Capital Improvements may be included in the calculation of the re-sale price limit, as set forth herein.

8. Excessive Damage Assessment

Before the re-sale price limit is determined, the City shall have the right to inspect the Property to determine whether the Owner has complied fully with the maintenance obligations set forth in Paragraph 12 hereof. If, after such an inspection, the City determines in its judgment that the Owner has not fully complied with this obligation, the City shall determine in its judgment the cost to complete such repairs, replacements, and other work necessary to restore the Property to a good, safe and habitable condition in all respects, and to bring it into full compliance with all applicable laws ordinances, rules and regulations of any governmental authority with jurisdiction over matters concerning the condition of the Property. This amount shall be called the Excessive Damage Assessment, and it shall be included in the calculation of the re-sale price limit as set forth in Paragraph 4.

9. Resolution of Disputes

If the Owner reasonably disputes the City's determination of the running sales price, the amount of an Eligible Capital Improvement, or the amount of an Excessive Damage Assessment, the Owner may request that the City's decision be reviewed by appealing to the City Administrator or his/her designee. The decision of the City Administrator or his/her designee shall be final and binding upon the parties.

10. Complete Consideration Stated on Deed

The consideration for any transfer shall be the sum upon which the State Transfer Tax is levied. There may be no consideration from owner-seller to owner-buyer beyond what is stated on the deed.

11. Partial Subordination of Covenant -- Termination of Covenant Upon Foreclosure Sale

The provisions of this Covenant shall be subordinate only to the lien of a first mortgage to secure a loan to purchase the Property made by an Institutional Lender. First Mortgage shall be deemed a Specified Mortgage and the holder of such mortgage shall be known as the Specified Mortgagee. The City shall have the right to review and approve any mortgage affecting the property. This Covenant shall not impair the rights of such Institutional Lender, or such lender's assignee or successor in interest, to exercise its remedies under the first mortgage in the event of default by Owner; these remedies include the right to foreclose or exercise a power of sale or to accept a deed or assignment in lieu of foreclosure. With respect to the first mortgage, upon the occurrence of a foreclosure sale, or acceptance of a deed in lieu of



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foreclosure, this Covenant shall be forever terminated. The mortgagee in such case, or any purchaser at the foreclosure sale, will obtain title to the Real Estate free and clear of such Right of First Refusal and Right to Acquire Owner's Interest, and such rights will not reattach to the Property upon any subsequent sale of the Property.

12. Mortgage Default or Foreclosure

Subject to the following, upon the occurrence of an event of default under the Specified Mortgage (as determined by the Specified Mortgagee—an "Event of Default"), and without the consent of the City, the Specified Mortgagee shall be permitted to accelerate its note, foreclose on the Specified Mortgage, take an assignment in lieu of foreclosure, or exercise its other remedies for default. Further:

(i) Upon the occurrence of an Event of Default under the Specified Mortgage, the Owner shall immediately notify the City of such Event of Default and shall submit to City copies of all notices the Owner received from the Specified Mortgagee relating thereto. Further, provided the City may notify the Specified Mortgagee's mortgage loan servicer of the lien of the City, and ask such mortgage loan servicer to notify the City of an Event of Default. In such case, the Specified Mortgagee will be agreeable to having its loan servicer provide such notice and work with the City to cure the default.

(ii) The Owner and the City agree that, as between them, the City shall have the right, but not the obligation, to cure an Event of Default in the Owner's name and on the Owner's behalf. The Owner shall be responsible to the City for any payments made, and expenses incurred, by the City in curing such default.

13. Maintenance of Property

The Owner shall maintain the Property in good, safe, and habitable condition in all respects, except for normal wear and tear, and in full compliance with all applicable laws, ordinances, rules and regulations of any governmental authority with jurisdiction over matters concerning the condition of the Property. The Owner shall suffer no mechanics liens to be recorded against the Property. The Owner shall remain current in all obligations under any mortgage or lien on the property. The Owner shall promptly notify the City of any alleged default on any mortgage or lien.

14. Assignment.

(i) The Owner shall not have the right to transfer or assign the property or the Owner's rights or responsibilities under this Covenant except with the express written consent of the City and subject to the terms of this Covenant.



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(ii) The City shall have the right to assign or transfer in part or in whole its rights and responsibilities under this Covenant by contract or by ordinance. The City shall notify the Owner of any such assignment or transfer but assignment or transfer may occur without prior notice to or approval of the Owner.

15. Miscellaneous

(i) This Covenant shall run with the property. It shall bind the property perpetually, and the benefit hereof shall inure perpetually to, the Owner, his or her heirs, legal representatives, executors, successors in interest and assignees, and to the City, its successors, designees, or assignees.

(ii) In the event that the covenant is removed the City's rights under this Covenant shall become a lien upon the property. The value of the lien shall be determined by taking the appraised value of the property as of the date the Covenant expires and subtracting the Resale Price pursuant to Section 4 of this Covenant. The remainder is the value of the City's lien as of the date the Covenant expires. This lien shall be due and payable upon the transfer of the property. The lien shall accrue interest at 7% from the date it attaches until the date it is paid.

(iii) The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, and occupied subject to these terms, conditions, restrictions and limitations of this covenant. All of the herein-stated terms, conditions, restrictions and limitations of this covenant are intended to run with the property.

(iv) Any buyer or transferee of the Property or of any portion of or interest in the Property, by acceptance of a deed therefor, or by the signing of a contract or agreement to purchase the same, shall, by acceptance of such deed or by the signing of such contract or agreement be deemed to have consented to and accepted the terms, conditions, restrictions and limitations set forth in this covenant. The Owner-buyer or transferee shall execute such an acknowledgement and/or consent in writing before any sale or transfer is valid. The acknowledgement and/or consent shall be recorded and a copy of the recorded acknowledgement and/or consent shall be provided to the City.

(v) The Owner and each subsequent Owner hereby grants and assigns the City the right to review and enforce compliance with this Covenant. Compliance may be enforced by the City by any lawful means, including without limitation: requiring that the Owner sell to the City under its right of first refusal (a) seeking specific performance of the Owner's obligations under this Covenant; (b) voiding or rescinding a sale in contravention of this Covenant; (c) terminating the Owner's interest in the property; and (d) and seeking money damages, including damages to reimburse the City for its enforcement costs including Attorney fees; damages requiring the Owner to repay with interest any assistance received in connection with the home purchase; and damages

relating to an Owner's unlawful sale or rental of the property. However, the City's enforcement rights shall not include the acceleration of the first mortgage or increasing the interest rate of the first mortgage.

(vi) This Covenant shall be interpreted under the laws of Michigan and venue for any suit regarding this Covenant shall be in Washtenaw County, Michigan. Service may be made or notice given to the Owner by posting such service or notice in a conspicuous place on the Property.

(vii) Notices to the City shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the City at the address set forth below, or such other address designated by the City by like notice:

City of Ann Arbor, Michigan
100 N. Fifth Ave.
P.O. Box 8645
Ann Arbor, MI 48107

Notices to the Owner shall be given in like manner addressed as follows:

Owner:
Address:

(viii) Nothing in this Covenant represents or guarantees that the Property will be re-sold at an amount equal to the re-sale price limit. Depending upon conditions affecting the real estate market, the Property may be re-sold for less than the re-sale price limit.

(ix) If any provision of this Covenant shall be held by a court of proper jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall survive and their validity, legality or unenforceability shall not in any way be affected or impaired thereby.

(x) The captions of the paragraphs in this covenant are for convenience only and shall not be used to interpret the meaning of any provision hereof.

(xi) The conditions of this Covenant shall be interpreted so as to avoid speculation on the Property and to insure to the greatest extent possible that its purchase price and mortgage payments remain affordable in perpetuity to persons and families of low income.



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IN WITNESS WHEREOF, Owner has executed this Covenant as of the date first stated above.

OWNER


Nicholas B. Miller
Aka Nicholas Miller

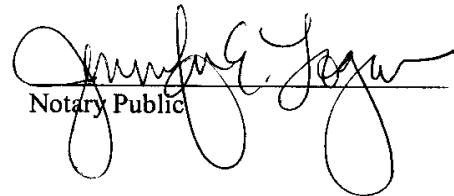
STATE OF MICHIGAN)
) ss.
 COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 7 day of October, 2002 by Nicholas B. Miller owner

Witness my hand and official seal.

My commission expires:

JENNIFER E. LOGAN
 Notary Public, Washtenaw County, MI
 My Commission Expires September 2004


 Notary Public

(seal)

Drafted By
 Alan P. Knot
 City Attorney's Office
 100 N. Fifth Ave.
 Ann Arbor, MI 48107
 When Recorded Return To:
 Marlou Zimmerman
 City Attorney's Office
 100 N. Fifth Ave.
 Ann Arbor, MI 48107



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EXHIBIT A/LEGAL DESCRIPTION RIDER

City of Ann Arbor, Washtenaw County, MI

Unit 44, Ashley Mews Condominium, according to the Master Deed recorded in Liber 3962, pages 50, inclusive, Washtenaw County Records, and any amendments thereto, and designated as Washtenaw County Condominium Subdivision Plan No. 342, together with rights in general common elements and limited common elements as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978.

Tax code: 09-29-411-090

How to Sell Your Unit at Ashley Mews

NOTIFICATION

- 1) Notify the City **in writing** that you intend to sell the unit (paragraph 5i of the Affordable Housing Covenant)

- a. **Contact:**

Office of Community & Economic Development
Heather Mooney, Community Development Specialist
415 W. Michigan Avenue, Ypsilanti, MI 48197
734-544-3009 - Phone
734-544-6749 – Fax
mooneyh@washtenaw.org

- 2) The City must respond within 60 days if the City intends on purchasing the unit (paragraph 5ii)

FINDING A BUYER

- 3) The City will maintain a list of buyers who have contacted the Office of Community & Economic Development and have expressed interest in purchasing a downtown unit. The City will refer interested buyers to you or your realtor.
- 4) A certified buyer must meet the income requirements of having an income of no more than 80% of the area median income. The following is the 2020 Income Limits for households at 80% AMI. (paragraph 6). The City is not in a position to market your unit. If you have an interested buyer, the City will income-qualify the buyer.

Household Size	1	2	3
Income	\$54,950	\$62,800	\$70,650

- 5) An income-qualified buyer must go through HUD approved homeownership education. The City works with Habitat for Humanity of Huron Valley to provide homeownership education. You can contact them at **(734) 222-9595** to learn more about the program. However, the City will consider certificates from other HUD approved homebuyer education programs (paragraph 6).
- 6) The buyer must be qualified by a lender for a mortgage and agree to be bound by the existing covenant.
- 7) If you know someone who is interested in buying your unit and you think they meet the income requirements above, please have them contact Heather Mooney at (734) 544-3009 immediately so that she can income qualify them and they can begin the homeownership education courses. Information about homeownership courses can be found at www.h4h.org/habitat-education-program
- 8) The buyer must agree to be bound by the Affordable Housing Covenant. The City will make sure these eligible buyer(s) receive a copy of the Affordable Housing Covenant on your unit, which enforces the affordability requirements so that they have an opportunity to ask questions and review it with their attorney. The buyer will sign an Acknowledgment of Covenant at the closing.
- 9) Even if the City list of interested buyers results in a purchaser for your unit, you should hire an attorney or realtor to facilitate the transaction for a fee. This fee will typically be substantially lower than listing your unit with a real estate broker. If you want to list your unit with a real estate broker, you may do that as well. The

**WE STRONGLY RECOMMEND THAT YOU AND YOUR BUYER EACH HAVE
YOUR OWN ATTORNEY REVIEW ALL DOCUMENTS PRIOR TO CLOSING.**

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covenant allows you to add up to 6% in realtor fees to the sales price. Please have your realtor contact Heather Mooney to income-qualify interested buyers.

SELECTING A BUYER

- 10) The Covenant does not state who or how a buyer is selected. That is a decision for you and your real estate broker.
- 11) You will need to sign a purchase agreement with the buyer. The City cannot provide legal documents for this transaction. **The City cannot act as your attorney or the buyer's attorney for this transaction.** Your realtor or attorney can provide a standard purchase agreement. The purchase agreement should include the following language "contingent upon buyer's income certification by the City of Ann Arbor and completion of a homebuyer education course".
- 12) It is reasonable for you to ask for earnest money from a potential buyer just like any other property transaction.
- 13) You are responsible for ensuring that the transaction is conducted according to the law. Again, the City cannot act as your attorney. Realtors, Title Insurance Companies, and attorneys are all good resources.
- 14) Some potential buyers will want to inspect your home before they go through the income verification, education and bank qualification process. That is okay with the City but potential buyers need to understand that the City does have to qualify them as eligible.

DETERMINING THE SALES PRICE

- 15) The City will notify you of the maximum sales price, called a running sales price in paragraph 1M. You can choose to sell the unit at a lower sales price, but you may not sell it at a higher sales price. The formula for determining the running sales price is attached.
- 16) The running sales price can be increased if you have qualified capital improvements. The eligible capital improvements are listed in paragraph 7. Please note that according to paragraph 7ii, each expenditure for capital improvements must be conditionally approved in advance by the City. Once the improvement is completed, it must be approved by the City as an Eligible Capital Improvement. This documentation will be kept in your permanent file at the City. The owner can make improvements to the property at any time, however, only Eligible Capital Improvements may be included in the calculation of the running sales price.
- 17) The City has the right to inspect the property to determine whether there is excessive damage to the property according to paragraph 8. An Excessive Damage Assessment will be included in the calculation of the running sales price.
- 18) The City allows up to 6% Realtor's Commission to be added to the running sales price. If you use a realtor, that expense must be determined as soon as possible and provided in writing to the City.
- 19) The City allows an adjustment of up to 1.5% of the running sales price for reasonable and customary closing costs including seller paid transfer taxes. That information must also be provided to the City. Your title company and the buyers lending institution will determine those closing costs.

**WE STRONGLY RECOMMEND THAT YOU AND YOUR BUYER EACH HAVE
YOUR OWN ATTORNEY REVIEW ALL DOCUMENTS PRIOR TO CLOSING.**

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- 20) The potential buyer will be informed of the maximum sales price according to the running sales price formulas. The potential buyer will also be informed of potential increases and decreases based on the above information. The sooner that information is available, the easier it will be for the buyer to get qualified from a lending institution.

CLOSING THE DEAL

- 1) At or before closing you, as the seller, must provide the purchaser with a written statement from the Ashley Mews Condominium Association or its agent, which delineates the amounts of unpaid assessments, interest, late charges, fines, costs, and actual attorney's fees against the seller. There is often a charge for this statement.
- 2) It is important to communicate with the Office of Community & Economic Development throughout this process so that an eligible buyer can be certified, and you can close in a timely manner.
- 3) You will need to set up a closing date with a Title Company. The buyer will be required to obtain title insurance. If the buyer uses the title company that you used to purchase the property, they may be entitled to a discount. The title company can also provide you with a Sales Contract form and a Seller's Disclosure form.
- 4) The purchase agreement will indicate the terms of the transaction including any contingencies (such as termite inspections) and a closing date. The City will need a copy of the purchase agreement. The City will contact the buyer to go over the Affordable Housing Covenant to make sure they understand the provisions. The buyer will need to sign an Acknowledgment of Covenant and the Acknowledgment must be recorded. Typically, that will occur at the closing and the Title Company will record the Covenant at the buyer's expense.

Please contact me if you have any questions or concerns at 734-544-3009 or mooneyh@washtenaw.org

Sincerely,

Heather Mooney
Community Development Specialist

**WE STRONGLY RECOMMEND THAT YOU AND YOUR BUYER EACH HAVE
YOUR OWN ATTORNEY REVIEW ALL DOCUMENTS PRIOR TO CLOSING.**

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OFFICIAL SEAL

09/16/2004

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Washtenaw Co., MI
Peggy M. Haines
CLERK
REGISTER

Peggy M Haines, Washtenaw

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AFFORDABLE HOUSING COVENANT

(Supersedes the Recorded Affordable Housing Covenant of August 25, 2004)

This Affordable Housing Covenant ("Covenant") is entered into as of the 15th day of September, 2004, by and between Community Housing Alternatives Nonprofit Housing Corporation, a Michigan nonprofit corporation ("CHA"), whose address is 107 Ferris St, Ypsilanti, Michigan, 48197 and the City of Ann Arbor, a Michigan municipal corporation, ("City"), whose address is 100 N 5th Avenue, Ann Arbor MI 48104.

This Covenant supersedes the recorded Affordable Housing Covenant of August 25, 2004, by and between Community Housing Alternatives and the City of Ann Arbor, recorded September 1, 2004, in Liber 4421, Page 631, Washtenaw County Records. At all times material to the Affordable Housing Covenant of August 25, 2004, obligations under the Covenant were to be performed by Community Housing Alternatives Nonprofit Housing Corporation, notwithstanding that Community Housing Alternatives Nonprofit Housing Corporation was referred to as Community Housing Alternatives.

This Covenant applies to the real property commonly known as Stone School Townhomes, a condominium, in the City of Ann Arbor, Washtenaw County, Michigan, commonly known as 2101 to 2169 Stone School Road, which is more fully described below and incorporated by this reference herein ("Property").

Commencing at the Southwest corner of Section 10, T3S, R6E, City of Ann Arbor, Washtenaw County, Michigan; thence N00 53'05"W along the West line of said Section 10 and the centerline of Stone School Road (variable width) 1419.95 feet for a PLACE OF BEGINNING; thence continuing N00 53'05"W 380.79 feet along said West line of said Section 10 and said centerline; thence N87 54'55"E 528.0 feet parallel with the South line of said Section 10; thence S00 53'05"E 380.79 feet parallel with the West line of said Section 10; thence S87 54'55"W 528.0 feet parallel with the South line of said Section 10, to the Place of Beginning, being a part of the Southwest ¼ of said Section 10, containing 4.61 acres of land, more or less, being subject to the rights of the public over the Westerly 33.0 feet thereof as occupied by said Stone School Road, also being subject to easements and restrictions of record if any;

Parcel ID: 81-12-010-360-303 -122, 81-12-010-360-008, 81-12-010-360-009, 81-12-010-360-010, 81-12-010-360-011

RECITALS

WHEREAS, CHA received Federal HOME funds in the amount of \$464,000 for the development costs and homeownership education as defined in the proforma dated May 23, 2003 for said property for the purpose of using it to lower the sales price of 11 units to



be affordable to households at 60% of the Area Median Income as defined by the U.S. Department of Housing and Urban Development within 6 months of the time the purchase agreement becomes binding;

WHEREAS, CHA received City Affordable Housing Trust funds in the amount of \$300,000 for the development costs and homeownership education for the purpose of using it to lower the sales price of up to 8 units at said property to be affordable to households at 60% of the Area Median Income as defined by the U.S. Department of Housing and Urban Development within 6 months of the time the purchase agreement becomes binding;

WHEREAS, the DEVELOPER, Marvin L. Vanek, d/b/a Vanek and Associates has entered into an Affordable Housing Covenant with the CITY regarding the property as described above to provide (11) eleven units of housing affordable to households at 80% of the area median income;

WHEREAS, the DEVELOPER has entered into a purchase agreement with CHA to purchase the units and resell the units to low-and moderate-income households;

WHEREAS, subsequent owners will benefit from the limitation on the resale price which this Covenant requires; and

WHEREAS, the intent of CHA is to preserve through this Covenant the affordability of the property for persons of low- and moderate-income, and to assign to the City the right to enforce compliance with this Covenant.

NOW THEREFORE, in consideration of the benefits received by the parties, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

The following terms shall have the following meanings herein:

- A. "Area Median Income" means the Area Median Income reported annually for single persons and households of various sizes by the United States Department of Housing and Urban Development for the metropolitan statistical area, which includes the City of Ann Arbor, Michigan.
- B. "City" shall mean the City of Ann Arbor or its designee. The City has retained the right to conduct the activities described under this Covenant through a contract with another entity.
- C. "Domestic partner" means a person who has been duly registered with the Ann Arbor City Clerk or other designated City official as a domestic partner of the Owner pursuant to the provisions of the City's domestic partner ordinance.
- D. "Household" means the buyer and the buyer's spouse or domestic partner and the minor children under the age of eighteen under the custody of the buyer or buyers if the unit is sold jointly to more than one buyer in the same transaction.
- E. "Income" means the definition of income under 24 CFR 92.203 (b)(3). The Income will be determined by the adjusted gross income as defined on the Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes. The adjusted gross



income as reported on the IRS 1040 form will be further adjusted by the mandatory deductions in 24 CFR 5.611. In the event that the IRS 1040 form is eliminated or the definition of income under CFR 92.203 is substantially modified, then income shall mean the anticipated total income for the next twelve month period received from all sources by each member of the household, excluding, however, temporary or non-recurring income (including gifts), and income from the employment of children under age 18, shall not be included as "income" for purposes of this covenant. It is the responsibility of CHA and the subsequent Owners to insure that the most current Income Guidelines are being used for income eligibility.

- F. "Institutional Lender" means any bank, savings and loan association, or any other financing agency that is licensed to engage in the business of providing purchase money mortgage financing for residential real property.
- G. "Mortgage" means a financing document which is recorded senior to any other deeds of trust or liens against the Property and secures a loan made by an Institutional Lender and is used to purchase the Property.
- H. "Owner" means the first private buyer and any subsequent buyer, devisee, transferee, grantee, owner or holder of title of the Property or any portion of the Property.
- I. "Transfer" means any sale, assignment or transfer, voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, a leasehold interest (except for a lease allowed by Paragraph 8 hereof), or any interest evidenced by a land contract by which possession of the Property is transferred and Owner retains title.
- J. "Original Base Sale Price" means the price at which the current Owner purchased the Property as determined by the formula in Appendix A, B or C (not including commissions, loan origination fees, appraisals fees, title insurance premiums and other similar transaction costs). Each unit will be assigned an original base sale price by CHA that targets a specific household income. Exhibit A includes the formula for households at 80% AMI, Exhibit B includes the formula for households at 100% AMI (with the sales price based on 85% AMI), and Exhibit C includes the formula for households at 60% AMI.
- K. "Purchase Anniversary" means the calendar date on which the Property was transferred to an Owner.
- L. "Running Sale Price" is a dollar amount used in the calculation of the maximum sale price in any future sale of the Property as determined by the formula in Exhibit A, B or C, and is more fully defined in paragraph 7 below.

2. Requirement of Title

Compliance with the provisions of this Covenant shall be deemed to be a requirement of title. Each deed transferring title to a Unit shall include a reference to this Covenant as follows: "This transfer shall be subject to the covenants, terms and provisions of a certain Affordable Housing Covenant that impacts the resale of the Unit in perpetuity." Furthermore, the deed shall specifically refer to the Liber and Page number of this Covenant as recorded in Washtenaw County Records.



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3. Compliance with Laws

CHA agrees to comply with all appropriate federal, state and local laws applicable to services required by this contract, including:

Program requirements under HOME Investment Partnerships Program 24 CFR Part 92 and the regulations issued thereunder, now or hereafter, including but not limited to 24 CFR, and the regulations, policies, guidelines, and requirements of Office of Management and Budget (OMB) (24 CFR Part 84 et seq.) as they relate to the application, acceptance and use of federal funds for this program as well as the Uniform Relocation Act, Section 104(d) and 24 CFR 92.353. Incorporated by reference are Title VI of the Civil Rights Act of 1964, Executive Order 11246, Section 3, Federal Labor Standards set forth in 24 CFR 570-605 and 24 CFR 92.354, equal opportunity and fair housing requirements set forth in 24 CFR 92.350, and the Americans with Disabilities Act.

The City agrees to assist CHA to comply with the requirements of the U.S. Department of Housing and Urban Development (HUD) and if the need arises, the CITY will provide technical assistance to maintain affordability for the project.

4. Designation of Units

CHA agrees to designate 55 units within Stone School Townhomes as being subject to the terms and conditions of this Covenant. Each unit in Stone School Townhomes that is subject to this Covenant shall be hereinafter referred to as "Unit". CHA will assign each unit to a formula using Exhibit A, Exhibit B, or Exhibit C that will be a covenant on the unit.

5. Term

This Covenant shall run with the property. It shall bind the property perpetually, and the benefit hereof shall inure perpetually to, the Owner, his or her heirs, legal representatives, executors, successors in interest and assignees, and to the City, its successors, designees, or assignees except as otherwise provided in paragraph 14, 15, and 18 below.

6. Use of Property as Owner's Primary Residence

The Owner shall use the Property as his or her primary residence. At or before the time when title is transferred to the Property, each new Owner shall certify to the City in writing his or her intent to occupy the Property as his or her primary residence. Upon written request of the City, the Owner shall provide the City with such information as the City may reasonably request to satisfy itself that the Property is being used as the Owner's primary residence.

7. Resale Price Limitation

The OWNER and all subsequent Owners hereby covenant that the price in any future sale of the Property by CHA or any subsequent Owner shall be calculated as follows:

- A. The Original Base Sale Price for each Unit shall be based upon the household size, income level and number of bedrooms as described in Exhibit A, Exhibit B, or Exhibit C attached hereto and incorporated herein by reference. The Original Base Sale Price can be adjusted to a total original sale price that includes purchaser's subsidy, closing cost, pre-paid, escrow, and tax proration expenses. Future Original Base Sale Prices shall be based on the same formula in Exhibit A, Exhibit B, or Exhibit C using the United States Department of Housing



and Urban Development's most recently published income levels by household size. The future Base Sale Price can be adjusted to a future total sale price that include purchaser's closing cost, pre-paid, escrow, and tax proration expenses.

- B. On or before May 1 of each year, the City shall provide a statement to the Owner with a statement indicating the Running Sale Price of the property. If the Owner disputes this statement, the dispute shall be resolved under the procedures set forth in Paragraph 12.
 - C. The actual sale price of any future sale of the Property by the Owner or any subsequent Owner shall not exceed the Running Sale Price minus the amount of any Excessive Damage Assessment as provided for in Paragraph 11 below.
 - D. If Owner or any subsequent Owner sells the Property prior to the first purchase anniversary, the Running Sale Price for the purposes of paragraph 7(C) above shall be the original sales price (not including commissions, loan origination fees, appraisals fees, title insurance premiums and other similar transaction costs).
 - E. With respect to a Unit designated in Exhibit B, offered for sale by CHA, if a binding purchase agreement from an Eligible Buyer or the City or the City's designee is not obtained during a maximum period of thirty (30) days after the Unit receives a Certificate of Occupancy, the Developer may offer the unit for sale to a buyer who does not meet the criteria of an Eligible Buyer, the price of the Unit shall then be determined by the Developer, and this Covenant shall automatically terminate and be of no further force or effect as to that specific Unit. The Developer may, but is under no obligation, to extend the 30-day period.
 - F. For all buyers that an Owner offers to the City, or its designee, to certify as an Eligible Buyer, the City, or its designee, shall make such determination in no more than 14 calendar days from the receipt of the required information needed to verify income eligibility. Failure to timely respond to a request to certify a buyer as eligible shall constitute a certification by the City of that buyer as an Eligible Buyer. The City shall maintain a procedure for "pre-qualifying" Eligible Buyers by making available, upon request, to both owners and prospective buyers the requirements to qualify as an Eligible Buyer.
 - G. Despite the income requirements set forth in this paragraph 7, compliance therewith shall be determined within 6 months of the date a purchase agreement for the Unit becomes binding and a non-compliance therewith at some point in time afterwards shall not be a basis for the City to exercise a right to purchase the Unit or to otherwise require the owner of a Unit to sell his/her Unit.
8. The City's Right of First Refusal
- A. The Owner shall not sell or otherwise transfer the property until 60 days after serving written notice upon the City of the Owner's intent to sell or otherwise transfer the Property.
 - B. Within 60 days of receiving the notice provided for in Paragraph 8(A) above, the City or its designee may elect to purchase the Property from the Owner by serving the Owner with a written notice of its intent to do so. If the City elects to purchase the Property as provided herein, Owner hereby covenants to sell the Property to the City at the price set forth in Paragraph 7 above. The City shall resell the property subject to the resale price limitations of Paragraph 7 and to an Eligible Buyer as defined in Paragraph 9.



- C. If the City does not elect to purchase the property as provided herein, the Owner must sell the Property to an Eligible Buyer approved by the City as set forth in Paragraph 9 at or below the price set forth in Paragraph 7 above. The City shall provide the Owner with a list of organizations to assist with marketing of the Unit to an Eligible Buyer within 14 days after receiving the notice provided for in Paragraph 7(i) above. The new Owner shall be subject to the City's right of first refusal.
- D. The following transfers are exceptions to the above requirements, provided that the new Owner, other than an estate, shall use the Property as his or her principal residence:
- (i). A transfer resulting from the death of an Owner where the transfer is to the spouse or domestic partner who is also an Owner.
 - (ii). A transfer to the Owner's estate following his or her death for the purpose of administering the estate and distributing the assets thereof during a period of time not to exceed 24 months from the date of death of the Owner.
 - (iii). A transfer resulting from the death of an Owner when the transfer is to one or more children of the deceased Owner.
 - (iv). A transfer by an Owner where the spouse or domestic partner of the Owner becomes the co-owner of the Property.
 - (v). A transfer resulting from a decree of dissolution of the marriage or legal separation or from a property settlement agreement incidental to such a decree by which a spouse who is an Owner becomes the sole Owner of the Property.
 - (vi). A transfer directly resulting from a termination of a registered domestic partnership by which a domestic partner who is an Owner becomes the sole Owner of the Property.
- E. In the event that a property is transferred to a new Owner as provided for in Paragraph 8(D), the new Owner shall be subject to the terms of this Covenant when the new Owner sells the property.

9. Eligible Buyers

The City, or its designee, shall maintain a list of organizations that assist Eligible Buyers to become homeowners. With the exceptions listed in Paragraph 8(D) above, title to the Property may only be transferred to a person who has been certified by the City, or its designee, as an Eligible Buyer meeting the income guidelines and who also has been qualified by an Institutional Lender for a mortgage to be used to buy the Property and who agrees to execute and be bound by this Covenant. In order to qualify, a buyer's income may not be more than the percent of Area Median Income, adjusted for family size, as assigned in Exhibit A, Exhibit B or Exhibit C at the time of the purchase. The income of the buyer must be verified no later than six (6) months prior to the closing for the property. If a prospective buyer is not income-eligible at the time of application, they must be denied and cannot be allowed to make changes to their work status or household income in order to qualify for a unit. An involuntary change in income would not disqualify the prospective buyer from



becoming income eligible.

If the Property is sold jointly to more than one buyer in the same transaction, or if the Property is sold to a buyer who is married or who has a domestic partner, or if the Property is sold to one or more buyers who have the custody of children under the age of eighteen, then (a) the buyer or buyers plus any minor children shall be considered to be a household for the purposes of this Covenant; (b) the income of all persons in the household (which will include each buyer of the Property, the spouse or domestic partner of the buyer, and each buyer's children who are age eighteen or older and who plan to reside in the premises) shall be used in determining the buyer's income; and (c) the Area Median Income shall be adjusted to reflect the household's size.

In addition to the income requirements, Eligible Buyers must have received homeowner's education if prescribed by the City or the City's designee, and must have reviewed the provisions of this Covenant and expressed their willingness to accept them.

10. Eligible Capital Improvements

Nothing in this Covenant shall prohibit an Owner from making an improvement to the Property.

11. Excessive Damage Assessment

Before the re-sale price limit is determined, the City shall have the right to inspect the Property to determine whether the Owner has complied fully with the maintenance obligations set forth in Paragraph 16 hereof. If, after such an inspection, the City determines in its judgment that the Owner has not fully complied with this obligation, the City shall determine in its judgment the cost to complete such repairs, replacement, and other work necessary to restore the Property to a good, safe and habitable condition in all respects, and to bring it into full compliance with all applicable laws, ordinances, rules and regulations of any governmental authority with jurisdiction over matters concerning the condition of the Property. This amount shall be called the Excessive Damage Assessment, and it shall be included in the calculation of the resale price limit as set forth in Paragraph 7.

12. Resolution of Disputes

If the Owner reasonably disputes the City's determination of the running sales price, or the amount of an Excessive Damage Assessment, the Owner may request that the City's decision be reviewed by appealing to the City Administrator or his/her designee. The decision of the City Administrator or his/her designee shall be final and binding upon the parties.

13. Complete Consideration Stated on Deed

The consideration for any transfer shall be the sum upon which the State Transfer Tax is levied. There may be no consideration from owner-seller to owner-buyer beyond what is stated on the deed.

14. Partial Subordination of Covenant – Termination of Covenant Upon Foreclosure Sale

The provisions of this Covenant shall be subordinate only to the lien of a first mortgage to secure a loan to purchase the Property made by an Institutional Lender. The first



Mortgage shall be deemed a Specified Mortgage and the holder of such mortgage shall be known as the Specified Mortgagee. The City shall have the right to review and approve any mortgage affecting the Property. This Covenant shall not impair the rights of such Institutional Lender, or such lender's assignee or successor in interest, to exercise its remedies under the first mortgage in the event of default by Owner; these remedies include the right to foreclose or exercise a power of sale or to accept a deed or assignment in lieu of foreclosure. For any individual unit, with respect to the first mortgage, upon the occurrence of a foreclosure sale, or acceptance of a deed in lieu of foreclosure, this Covenant shall be forever terminated. The mortgagee in such case, or any buyer at the foreclosure sale, will obtain title to the Real Estate free and clear of such Right of First Refusal and Right to Acquire Owner's Interest, and such rights will not reattach to the Property upon any subsequent sale of the Property.

15. Mortgage Default or Foreclosure

Subject to the following, upon the occurrence of an event of default under the Specified Mortgage (as determined by the Specified Mortgagee—an "Event of Default"), and without the consent of the City, the Specified Mortgagee shall be permitted to accelerate its note, foreclose on the Specified Mortgage, take an assignment in lieu of foreclosure, or exercise its other remedies for default. Further:

- A. Upon the occurrence of an Event of Default under the Specified Mortgage, the Owner shall immediately notify the City of such Event of Default and shall submit to City copies of all notices the Owner received from the Specified Mortgagee relating thereto. Further, the City may notify the Specified Mortgagee's mortgage loan servicer of the lien of the City, and ask such mortgage loan servicer to notify the City of an Event of Default. In such case, the Specified Mortgagee will be agreeable to having its loan servicer provide such notice and work with the City to cure the default.
- B. The Owner and the City agree that, as between them, the City shall have the right, but not the obligation, to cure an Event of Default in the Owner's name and on the Owner's behalf. The Owner shall be responsible to the City for any payments made, and expenses incurred, by the City in curing such default.

16. Maintenance of Property

The Owner shall maintain the Property in good, safe and habitable condition in all respects, except for normal wear and tear, and in full compliance with all applicable laws, ordinances, rules and regulations of any governmental authority with jurisdiction over matters concerning the condition of the Property. The Owner shall suffer no mechanics liens to be recorded against the Property. The Owner shall remain current in all obligations under any mortgage or lien on the Property. The Owner shall promptly notify the City of any alleged default on any mortgage or lien.

Prior to transferring the property, the City has the right to inspect a unit for any defects or health hazards and may require the seller to cure the defects before the unit is transferred as specified in paragraph 11 above.



Peggy M Haines, Washtenaw MISC 5591246

17. Assignment.

- A. The Owner shall not have the right to transfer or assign the Property or the Owner's rights or responsibilities under this Covenant except with the express written consent of the City and subject to the terms of this Covenant.
- B. The City shall have the right to assign or transfer in part or in whole its rights and responsibilities under this Covenant by contract or by ordinance. The City shall notify the Owner of any such assignment or transfer, but assignment or transfer may occur without prior notice to or approval of the Owner.

18. Community Housing Alternatives Nonprofit Housing Corporation

The covenants and promises contained in this section (Section 18 - A through P) are only applicable to Community Housing Alternatives Nonprofit Housing Corporation ("CHA"), and shall terminate one year from the project completion date. The project is completed when all 55 Units have a Certificate of Occupancy from the City of Ann Arbor and at least 45 Acknowledgements of Affordable Housing Covenants have been recorded and submitted to the City.

- A. SCOPE: CHA agrees to use the HOME funds for development costs and homeownership education as defined in the proforma dated May 23, 2003 of said property for the purpose of using it to lower the sales price of 11 units to be affordable to households at 60% of the Area Median Income. CHA will use the HOME funds to subsidize the difference in sales price between the sales price in Exhibit B to the sales price in Exhibit C. The City shall reimburse CHA for actual construction costs associated with the HOME-assisted units to lower the sales price for the homebuyer at an amount not to exceed: \$31,100 for a 2 bedroom unit, \$34,950 for a 3 bedroom unit, and \$38,850 for a 4 bedroom unit. CHA will be reimbursed for related soft costs at an amount not to exceed \$4,000 per HOME-assisted unit. The City shall reimburse CHA for the cost of providing homeownership education to homebuyers of the HOME-assisted units at an amount not to exceed \$2,500 per unit.

SCHEDULE: Develop Affirmative Marketing Plan by:	September 2003
Market Units and Develop Intake Procedure by:	October 2003
Homeowner Education Completed by:	December 2004
Execute Purchase Agreements all units by:	December 2004

- B. FUNDS: The City agrees to pay to CHA the sum of \$464,000 of Federal HOME Funds according to the following terms: the amount of \$464,000 shall be a grant that subsidizes the HOME-assisted units, with no repayment unless CHA fails to comply with the terms of this Covenant.
- D. DISBURSEMENT: CHA agrees that the funds will be used subject to compliance with established City disbursement schedules and procedures. CHA agrees that all HOME funds will be disbursed within 15 days of receipt. In no event will a disbursement or further disbursements be made after a notice by the City of a violation of this Covenant, which violation has not been corrected to the satisfaction of the City. CHA shall use any project proceeds for housing activities that benefit low-income households.
- E. REPORTS, MONITORING AND EVALUATION. CHA agrees to cooperate fully with the Community Development Services Unit of the CITY, and HUD officials to evaluate and



Peggy M Haines, Washtenaw

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monitor the requirements and performance of programs financed with funds identified in this Covenant. CHA agrees to provide these same parties information and reports, oral or written, as may reasonably be required or requested during the term of this Covenant on matters relating to program activities, performance, contract compliance and evaluations of programs receiving CITY funds. CHA agrees to attend meetings with representatives of the CITY to discuss any problems or questions related to this Covenant.

- F. SECURITY: CHA shall not incur any debt secured by this property without written approval of the City, and any other lenders.
- G. POLITICAL ACTIVITIES: None of the funds, materials, property, or services provided directly or indirectly under this Covenant shall be used for any partisan political activities or to further the election or defeat of any candidate for public office.
- H. CONFLICT OF INTEREST. CHA shall comply with 24 CFR 92.356: No employee, agent, consultant, officer or elected or appointed official of the City or CHA, who exercises or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

No owner, developer or sponsor of a project assisted with HOME funds as defined in 24 CFR 92.356 (f) (1) may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

CHA may request an exception to the above conflicts of interest in writing to the City. The City and HUD will determine whether to grant a request for an exception.

No person providing consultant services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with HOME funds in accordance with 24 CFR 92.358.

- I. INSURANCE COVERAGE: CHA shall secure and maintain such insurance policies, including those set forth below, as will protect itself, its subcontractors and, unless otherwise specified, the City from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by CHA or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:
 - i. Statutory Worker's Compensation in accordance with the provisions of the Michigan Worker's Compensation Act;
 - ii. Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person;
 - ii. Property and Casualty insurance

Insurance certificates shall be filed with the City giving satisfactory evidence of insurance as



stipulated above before the work under this Contract is begun. The certificates shall be maintained during the life of the Contract and shall also name the City as an insured party. All insurance certificates shall contain the following language: "The company agrees that it will give the City of Ann Arbor ten (10) days prior written notice of its intent to cancel or materially change the described policy" This language however, if accompanied by a disclaimer or any other language which negates company responsibility for failing to provide said notice will not be acceptable. The insurer must be satisfactory to the City Attorney.

- J. **INDEMNIFICATION.** CHA shall indemnify, defend and hold the CITY, its officers and employees, harmless in the event of liability claims arising out of CHA activities undertaken in connection with this Covenant; and to any materials, equipment, or other property that may be used or employed in connection herewith, or for any injury or damages to any person whether an employee of CHA or otherwise.

CHA agrees to indemnify, defend, and hold harmless the City, their officers, agents, and employees from any and all claims and losses occurring or resulting, to any and all Owners, contractors, subcontractors, material providers, laborers, and any connection with negligent performance under this Covenant, and from any and all claims and losses occurring or resulting to any person, firm, or CHA who may be injured or damaged by CHA contractor's or subcontractor's negligence in the performance of the Covenant; and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy.

- K. **FINANCES, AUDITS, AND INSPECTIONS.** CHA shall supply documentation of all HOME expenditures relating to development costs and homeownership education to the City, and HUD, upon request. Documentation shall include payments for purchases, vouchers and other official documentation that show in proper detail the nature and propriety of such expenditures. All documents must be clearly identifiable and readily accessible. CHA agrees to securely maintain these records for a period of three (3) years after the City's final disbursement to CHA pursuant to this Covenant. CHA shall inform the City and permit examination by the City, and HUD prior to destruction of any of these records. The City or HUD may cause an audit of the records of CHA at a reasonable time after reasonable notice. CHA shall comply with OMB circular A-133 relating to audit requirements.

- L. **AFFIRMATIVE MARKETING/EQUAL OPPORTUNITY:** CHA agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. CHA agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code, Exhibit D. CHA agrees to comply with living wage provisions of Chapter 23 of the Ann Arbor City Code, if applicable, and, if a "covered employer" as defined therein to pay those employees providing Services to the City under this Covenant a "living wage," as defined in Chapter 23 of the Ann Arbor City Code; and, if requested by the City, provide documentation to verify compliance. CHA agrees to comply with the provisions of Section 1:815 of Chapter 23 of the Ann Arbor City Code, Exhibit E, if applicable.

CHA shall establish an affirmative marketing strategy in accordance with 24 CFR 92.351 for the units including procedures for advertising vacancies, pre-qualifying applicants, and



record keeping in accordance with 24 CFR 92.504. CHA will submit to the Community Development Services Unit for review and agree to follow, a marketing plan for advertising, screening and pre-qualifying applications. The Affirmative Marketing Regulations require that each applicant subject to these regulations carry out an affirmative program to attract prospective buyers or tenants of all minority and non-minority groups in the housing market area regardless of race, color, religion, sex, national origin, disability, or familial status. The affirmative marketing program also should ensure that any group(s) of persons normally not likely to apply for the housing without special outreach efforts, know about the housing, feel welcome to apply, and have the opportunity to buy.

CHA agrees that in accordance with 24 CFR 92.351 it will take affirmative steps to assure that minority firms and women's business enterprises are used when possible.

- M. **COMMUNITY HOUSING DEVELOPMENT ORGANIZATION:** CHA agrees to maintain its status as a Community Housing Development Organization (CHDO) in accordance with the definition of a CHDO in 24 CFR 92.2 during the construction phase of this agreement until all 55 units are sold and an Acknowledgement of Affordable Housing Covenant is recorded for all 55 units. CHA warrants that it has supplied the City with current copies of its Charter, Articles of Incorporation, by laws and/or other documents designating the method of electing or appointing the members of its Board of Directors. CHA shall also keep on file with the City's Community Development Services Unit a current list of its Board members, its officers, and their addresses. Any changes in membership shall be promptly reported to the City's Community Development Services Unit. No part of its net earnings will inure to the benefit or any member, founder, contributor, or individual. CHA shall maintain a Board of Directors, which includes at least one-third residents of low-income neighborhoods, other low-income community residents or elected representatives of low-income neighborhood organizations. CHA shall provide a formal process for low-income program beneficiaries to advise the organization in its decisions regarding the design, siting, development, and management of the affordable housing project.
- N. **LABOR:** CHA agrees to comply with all Federal laws and regulations as set forth in 24 CFR 92.354 as it pertains to labor. CHA certifies that each contract for the construction of housing that includes more than eleven (11) units assisted with HOME funds must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act [40 USC 276(a)(1)-276(a)(5)], to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 USC 327-332). It is Community Housing Alternative's responsibility to comply with all requirements of these Acts unless CHA has obtained a prior written determination from the United States Department of Housing and Urban Development (HUD) that one or more of these Acts are inapplicable to CHA.
- O. **REPAYMENT AND PROGRAM INCOME:** All applicable repayments, program income, interest, and other returns on the investment of HOME funds in this project, as defined in 24 CFR 92.2, will be returned to the City within thirty (30) days of receipt by CHA.
- P. **PROPERTY STANDARDS:** CHA will insure that the project complies with 24 CFR 92.251 regarding property standards and 24 CFR 92.355 regarding lead-based paint. The units



must meet the City Housing Code and Section 8 Housing Quality Standards at initial occupancy.

19. Miscellaneous

- A. In the event that the Covenant is removed the City's rights under this Covenant shall become a lien upon the property. The value of the lien shall be determined by taking the appraised value of the Property as of the date the Covenant expires and subtracting the Resale Price pursuant to Paragraph 7 of this Covenant. The remainder is the value of the City's lien as of the date the Covenant expires. This lien shall be due and payable upon the transfer of the Property. The lien shall accrue interest at 7% annually from the date it attaches until the date it is paid.
- B. The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, and occupied subject to these terms, conditions, restrictions and limitations of this Covenant. All of the herein-stated terms, conditions, restrictions and limitations of this Covenant are intended to run with the property.
- C. Any buyer or transferee of the Property or of any portion of or interest in the Property, by acceptance of a deed therefore, or by the signing of a contract or agreement to purchase the same, shall, by acceptance of such deed or by the signing of such contract or agreement be deemed to have consented to and accepted the terms, conditions, restrictions and limitations set forth in this Covenant. The Owner-buyer or transferee shall execute such an acknowledgement and/or consent in writing before any sale or transfer is valid. The acknowledgement and/or consent shall be recorded and a copy of the recorded acknowledgement and/or consent shall be provided to the City.
- D. The Developer, CHA, and each subsequent Owner hereby grants and assigns the City the right to review and enforce compliance with this Covenant. CHA hereby names the City as its designee for the purpose of enforcement of the terms of this Covenant. Compliance may be enforced by the City by any lawful means, including without limitation: requiring that the Owner sell to the City under its right of first refusal (a) seeking specific performance of the Owner's obligations under this Covenant; (b) voiding or rescinding a sale in contravention of this Covenant; (c) terminating the Owner's interest in the Property; and (d) and seeking money damages, including damages to reimburse the City for its enforcement costs including attorney fees; damages requiring the Owner to repay with interest any assistance received in connection with the home purchase; and damages relating to an Owner's unlawful sale or rental of the Property. However, the City's enforcement rights shall not include the acceleration of the first mortgage or increasing the interest rate of the first mortgage.
- E. This Covenant shall be interpreted under the laws of Michigan and venue for any suit regarding this Covenant shall be in Washtenaw County, Michigan. Service may be made or notice given to the Owner by posting such service or notice in a conspicuous place on the Property.
- F. Notices to the City shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the City at the address set forth below, or such other address designated by the City by like notice:



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Community Development Services Unit
City of Ann Arbor
100 N. Fifth Ave.
P.O. Box 8647
Ann Arbor, MI 48107-8647

- G. Nothing in this Covenant represents or guarantees that the Property will be resold at an amount equal to the resale price limit. Depending upon conditions affecting the income calculations completed by U.S. Department of Housing and Urban Development, the Property may be resold for less than the resale price limit.
- H. If any provision of this Covenant shall be held by a court of proper jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall survive and their validity, legality or enforceability shall not in any way be affected or impaired thereby.
- I. The captions of the paragraphs in this covenant are for convenience only and shall not be used to interpret the meaning of any provision hereof.
- J. The conditions of this Covenant shall be interpreted so as to avoid speculation on the Property and to insure to the greatest extent possible that its purchase price and mortgage payments remain affordable in perpetuity to persons and families of low income.
- K. Relief from any of the terms and conditions of the Covenant may be granted upon a written request to the City and approval of the City Council. Approval shall be in the City's sole discretion.



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IN WITNESS WHEREOF, the parties hereto have executed this Covenant as of the date first stated above.

Community Housing Alternatives Nonprofit Housing Corporation, A Michigan nonprofit corporation

By: Alexandra Anteau
Alexsandra Anteau, President

By: Rhonda J. McGill
Rhonda J. McGill, Executive Director

STATE OF MICHIGAN, COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me this 15th day of September 2004, by Alexsandra Anteau and Rhonda McGill, President and Executive Director respectively, of Community Housing Alternatives Nonprofit Housing Corporation, a Michigan nonprofit corporation, on behalf of said corporation.

Joanne Magee
acting in Washtenaw County, Michigan
Joanne Magee, Notary Public Livingston County
Acting in the County of Washtenaw
My commission expires: 4-15-2011



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Peggy M Haines, Washtenaw MISC 5591246

CITY OF ANN ARBOR, a Michigan municipal corporation

By: [Signature]
John Hieftje, Mayor

By: [Signature]
Yvonne Carl, Co-Interim City Clerk

STATE OF MICHIGAN, COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me this 15th day of September, 2003, by John Hieftje and Yvonne Carl, Mayor and Co-Interim City Clerk, respectively, of the City of Ann Arbor, a Michigan municipal corporation, on behalf of said corporation.

ANISSA R. KING
Notary Public, Washtenaw County, MI
My Commission Expires Apr. 30, 2007

Anissa R. King
Notary Public
Washtenaw County, Michigan
Acting in the County of Washtenaw
My commission expires: April 30, 2007

Approved as to Substance:

[Signature]
Roger W. Fraser
City Administrator

Approved as to Form:

[Signature]
Stephen K. Postema
City Attorney

[Signature]
Wendy Rampson
Interim Community Development Administrator

Drafted by and after recording return to:
Kevin S. McDonald, Assistant City Attorney (P-61761)
Office of the City Attorney
City of Ann Arbor
100 North Fifth Avenue
PO Box 8647
Ann Arbor, MI 48107-8647



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Peggy M Haines, Washtenaw MISC 5591246

Exhibit A 80% AMI Units

HUD Income Limit, Sale and Resale Price for Units sold at 80% Area Median Income (AMI)

All terms, covenants and restrictions contained in this Affordable Housing Covenant referencing Exhibit A apply to the unit numbers listed below on Stone School Road:

2, 3, 13, 18, 19, 22, 24, 26, 34, 41, 43, and 53 as evidenced by this Covenant, or this Covenant and a signed Acknowledgement of Affordable Housing Covenant referencing Exhibit A by the owner of the Unit, in Stone School Townhomes, a condominium, according to the Master Deed thereof, as recorded in Liber 4283, Page 743, Washtenaw County Records, designated as Washtenaw County Condominium Subdivision Plan No. 424, together with the rights in General Common Elements and Limited Common Elements, as set forth in the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Income Limits

The United States Department of Housing and Urban Development issued the following Income Limits by family size at 80% AMI for the City of Ann Arbor for the year 2004:

Family Size	1	2	3	4
	\$40,250	\$46,000	\$51,750	\$57,500
	5	6	7	8
	\$62,100	\$66,700	\$71,300	\$75,900

These Income Limits represent 80% of the Area Median Income by family size. The Household income of the buyer or buyers based on actual family size cannot exceed these limits.

Sale and Resale Formula

2 BDR 2 person household at 80% AMI's Income x 2.0 = **\$92,000**

3 BDR 3 person household at 80% AMI's Income x 2.0 = **\$103,500**

4 BDR 4 person household at 80% AMI's Income x 2.0 = **\$115,000**

The maximum Original Base Sale Price is determined by the bedroom size of the unit. The maximum Running Sale Price (Resale Price) will increase or decrease each year based on HUD's published Income Limits. The 80% of Area Median Income in the above formula shall determine the maximum Original Base and Running Sale Price by bedroom size. This formula shall not be interpreted to restrict the number of people in the household that are eligible to purchase the Unit.

Example Formula for the Original Base Sale Price of a 2-bedroom unit in 2004:

Income for a 2 person family at 80% AMI is \$46,000 (\$46,000 x 2 = \$92,000)

The Sales Price in 2004 is \$92,000

Example Formula for resale (Running Sale Price) of a 2-bedroom unit in 2005:

Income for a 2 person family at 80% AMI is \$48,000 (\$4,000 x 2 = \$96,000)

The maximum Resale Price in 2005 is \$96,000*

* based on an estimate for 2005 HUD income limits



Peggy M Haines, Washtenaw MISC 5591246

Exhibit B 85% AMI Units

HUD Income Limit, Sale and Resale Price for units sold at 85% Area Median Income (AMI)

All terms, covenants and restrictions contained in this Affordable Housing Covenant, referencing Exhibit B apply only to unit numbers listed below on Stone School Road:

4, 6, 7, 8, 14, 15, 16, 17, 20, 21, 25, 28, 30, 36, 37, 40, 44, 45, 46, 47, 48, 49, and 54 as evidenced by this Covenant, or this Covenant and a signed Acknowledgement of Affordable Housing Covenant referencing Exhibit B by the owner of the Unit, in Stone School Townhomes, a condominium, according to the Master Deed thereof, as recorded in Liber 4283, Page 743, Washtenaw County Records, designated as Washtenaw County Condominium Subdivision Plan No. 424, together with the rights in General Common Elements and Limited Common Elements, as set forth in the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Income Limits

The United States Department of Housing and Urban Development issued the following Income Limits by family size for the City of Ann Arbor for the year 2004:

Family Size	1	2	3	4
100% AMI	\$54,400	\$62,200	\$69,900	\$77,700
85% AMI	\$46,240	\$52,870	\$59,415	\$66,045
	5	6	7	8
100% AMI	\$83,900	\$90,100	\$96,300	\$102,600
85% AMI	\$71,315	\$76,585	\$81,855	\$87,210

Although the sale and resale formula is based on 85% AMI, the eligible household income of the buyer(s) cannot exceed 100% AMI.

Sale and Resale Formula

2 BDR	2 person household at 85% AMI's Income x 2.0 = \$105,740
3 BDR	3 person household at 85% AMI's Income x 2.0 = \$118,830
4 BDR	4 person household at 85% AMI's Income x 2.0 = \$132,090

The maximum Original Base Sale Price is determined by the bedroom size of the unit. The maximum Running Sale Price (Resale Price) will increase or decrease each year based on HUD's published Area Median Income Limits. The 85% AMI in the above formula shall determine the maximum Original Base Sale and Running sale price by bedroom size. This formula shall not be interpreted to restrict the number of people in the household that are eligible to purchase the unit.

Example Formula for the Original Base Sale Price of a 2 bedroom unit in 2004:

The income for a 2 person family at 85% AMI is \$52,870 ($52,870 \times 2 = \$105,740$)

The Sales Price in 2004 is \$105,740



Example Formula for resale (Running Sale Price) of a 2 bedroom unit in 2005*:

The income for a 2 person family at 85% AMI is \$54,870 ($54,870 \times 2 = \$109,740$)

The maximum resale price in 2005 is \$109,740

* based on an estimate for 2005 HUD income limits

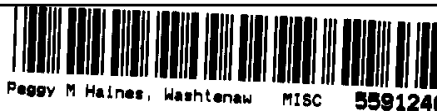


Exhibit C 60% AMI Units

HUD Income Limit, Sale and Resale Price for 60% of Area Median Income (AMI)

All terms, covenants and restrictions contained in this Affordable Housing Covenant referencing Exhibit C apply only to the unit numbers listed below on Stone School Road:

1, 5, 9, 10, 11, 12, 23, 27, 29, 31, 32, 33, 35, 38, 39, 42, 50, 51, 52, and 55 as evidenced by this Covenant, or this Covenant and a signed Acknowledgement of Affordable Housing Covenant referencing Exhibit C by the owner of the Unit, in Stone School Townhomes, a condominium, according to the Master Deed thereof, as recorded in Liber 4283, Page 743, Washtenaw County Records, designated as Washtenaw County Condominium Subdivision Plan No. 424, together with the rights in General Common Elements and Limited Common Elements, as set forth in the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended

The following Units are HOME-assisted Units: 1, 5, 11, 12, 23, 27, 38, 39, 50, 52, and 55.

Income Limits

The United States Department of Housing and Urban Development issued the following income limits at 60% AMI by family size for the City of Ann Arbor for the year 2004:

Family Size	1	2	3	4
	\$32,640	\$37,320	\$41,940	\$46,620
	5	6	7	8
	\$50,340	\$54,060	\$57,780	\$61,560

These income limits represent 60% of Area Median Income by family size. The Household income of the buyer or buyers based on actual family size cannot exceed these limits.

Sale and Resale Formula

2 BDR	2 person household at 60% AMI's Income x 2.0 = \$74,640
3 BDR	3 person household at 60% AMI's Income x 2.0 = \$83,880
4 BDR	4 person household at 60% AMI's Income x 2.0 = \$93,240

The maximum Original Base Sale Price is determined by the bedroom size of the unit. The maximum Running Sale Price (Resale Price) will increase or decrease each year based on HUD's published Area Median Income Limits. The 60% AMI in the above formula shall determine the maximum original and running sales price by bedroom size. This formula shall not be interpreted to restrict the number of people in the household that are eligible to purchase the unit.

Example Formula for the Original Base Sale Price of a 2 bedroom unit in 2004:
The income for a 2 person family at 60% AMI is \$37,320 ($\$37,320 \times 2 = \$74,640$)
The Sales Price in 2004 is \$74,640

Example Formula for resale (Running Sale Price) of a 2 bedroom unit in 2005*:



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The income for a 2 person family at 60% AMI is \$39,320 ($\$39,320 \times 2 = \$78,640$)

The maximum resale price in 2005 is \$78,640

*based on an estimate for 2005 HUD income limits



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Exhibit D

CITY CODE CHAPTER 112 EQUAL OPPORTUNITY

Section 9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:
 - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.



- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
- (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
 - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

**Assessed Damages Per Day of
Non-Compliance**

Contract Amount	
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.



Exhibit E
Living Wage Ordinance Excerpts

The Contractor, its agents or sub-contractors, shall comply with all requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

1:813. Definitions.

For purposes of this Chapter, the following definitions shall apply:

- (1) "Contractor/vendor" is a person or entity that has a contract with the City primarily for the furnishing of services where the total amount of the contract or contracts with the City exceeds \$10,000 for any 12-month period. "Contractor/vendor" does not include a person or entity that has a contract with the City primarily for the purchase of goods or property, or for the lease of goods or property to or from the City.
- (2) "Covered Employee" means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from the City; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Chapter.
- (3) "Covered Employer" means a contractor/vendor or grantee that has not been granted an exemption from this Chapter pursuant to Section 1:817.
- (4) "Employee" means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term "employee" does not include any individual who volunteers to perform services for an employer if
 - (a) The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and
 - (b) Such services are not the same type of services which the individual is employed to perform for such employer.
- (5) "Employee Health Benefits" or "Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents), provided that the employer cost or contribution equals no less than \$1 an hour for the average work week of such employee, and provided further that any employee payment or contribution toward health care shall not exceed 50 cents an hour for the average work week for such employee.
- (6) "Grant" means any form of financial assistance to a "Grantee" as set forth and defined in Section 1:813(7). "Grant" does not include financial assistance used for the purchase or lease of property or other non-personnel costs.
- (7) "Grantee" is a person or entity that is a recipient of any financial assistance from the City in the form of any federal, state or local grant program administered by the City, revenue bond financing, tax increment financing, tax abatement, tax credit, direct grant, or any other form of financial assistance that exceeds \$10,000 for any 12-month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000 for any 12-month period.
- (8) "Living Wage" means a wage equal to the levels established in Section 1:815.
- (9) "Person" means any individual, copartnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and



the individuals constituting such group or unit.

- (10) "\$10,000 for any 12 month period" is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

1:814. Applicability.

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/vendor or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

1:815. Living Wages Required.

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$9.09 an hour, or the adjusted amount hereafter established under Section 1:815(3).
 - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$10.66 a hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2004, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2003 and 2004. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

Selling your Affordable Unit at Stone School Townhomes

I. NOTIFICATION

- 1) Notify the City, **in writing**, that you intend to sell the unit (*Paragraph 8A of the Affordable Housing Covenant*).

Contact: Office of Community & Economic Development
Karen Newman, Community Development Specialist
415 W. Michigan Avenue, Suite 2200, P.O. Box 415, Ypsilanti, MI 48197
P: 734-544-3009 | F: 734-544-6749 | E: newmank@washtenaw.org

- 2) The City must respond within 60 days if the City intends to purchase the unit (*Paragraph 8B of the Affordable Housing Covenant*).
- 3) Notify the Stone School Townhomes Condominium Association, **in writing**, of your intention to sell and provide a copy of the sales contract you intend to use so that the Association can review it for compliance with the Condominium documents. “The approval of the Association must be in recordable form, signed by an authorized officer or agent of the Association, and must be delivered to the prospective purchaser for recording at the time of the closing of the sale.” (*Article VI, Section 1, Paragraph f of the Condominium By-Laws of Stone School Townhomes*)

Contact: Kramer-Triad Management Group
Genal Pratt, Community Association Manager
555 Briarwood Circle, Suite 140, Ann Arbor, Michigan 48108
P: (734) 355-8632 | F: (734) 973-0001 | E: gpratt@kramertriad.com

II. FINDING A BUYER

- 1) Your unit is listed for sale on the Washtenaw Housing Education Partners (WHEP) website. WHEP is a partnership of non-profit agencies & local government departments, we provide education and counseling to homebuyers/owners. Office of Community & Economic Development, acting as the City’s agent, shall provide the Owner with a list of organizations to assist with marketing of the Unit to an Eligible Buyer within 14 days after receiving the notice provided for above (*Paragraph 8C of the Affordable Housing Covenant*).
- 2) If you want to list your unit with a real estate broker, you may do that as well, but you cannot increase the running sale price to pay for broker fees.
- 3) You will need to provide any buyers with a Seller’s Disclosure Form. These forms are provided by the seller when the unit is being inspected by a buyer. The Seller’s Disclosure Form tells the buyer if there are any known problems with the property.
- 4) WHEP, acting as the City’s agent, will have a list of buyers that have been income-qualified; however, there is no guarantee those families will be interested in purchasing your unit. The City and Office of Community & Economic Development will not market your unit.
- 5) All buyers must go through HUD approved homeownership education. The City works with WHEP to provide homeownership education; however, the City will consider certificates from other HUD

**WE STRONGLY RECOMMEND THAT YOU AND YOUR BUYER EACH HAVE YOUR
OWN ATTORNEY REVIEW ALL DOCUMENTS PRIOR TO CLOSING**

Selling your Affordable Unit at Stone School Townhomes

approved homeowner education programs (*Paragraph 9 of the Affordable Housing Covenant*). A local schedule can be found at: www.washtenaw.org/homeownership

- 6) The buyer must agree to be bound by the existing covenant.
- 7) Once you have a signed (executed) the purchase agreement, WHEP will certify your homebuyer within 14 days upon receipt of all required documentation. Failure of WHEP to certify the buyer within 14 days shall constitute certification (*Paragraph 7F of the Affordable Housing Covenant*).
 - Contact: Sharde Crutchfield, crutchfields@washtenaw.org, Housing & Community Infrastructure Manager at the Office of Community & Economic Development.
- 8) WHEP, acting as the City's agent income-certifies the buyer. The Office of Community & Economic Development will review and provide copy of the covenant agreement eligible buyers and the prospective buyer will have the opportunity to ask questions and review it with their attorney.

III.DETERMINING THE SALE PRICE

- 1) The City will notify you annually of the maximum sale price, called a running sale price (*Paragraph 7 of the Affordable Housing Covenant*). You can choose to sell the unit at a lower sale price, but you may not sell it at a higher sale price. The running sale price is attached.
- 2) The Office of Community & Economic Development, acting as the City's agent, has the right to inspect the property to determine whether there is excessive damage to the property (*Paragraph 11 of the Affordable Housing Covenant*). An Excessive Damage Assessment will be included in the calculation of the running sale price. OCED will have to conduct a Housing Quality Inspection on the property prior to the sale.

IV. CLOSING THE SALE

- 1) It is important to communicate with the Office of Community & Economic Development, or its assigned agents, throughout this process so that you can close in a timely manner.
- 2) It is important to communicate with the Stone School Townhomes Condominium Association to assure compliance with rules and bylaws.
 - Contact: Kramer-Triad Management Group
Genal Pratt, Community Association Manager
555 Briarwood Circle, Suite 140, Ann Arbor, Michigan 48108
P: (734) 355-8632 | F: (734) 973-0001 | E: gpratt@kramertriad.com
- 3) The Office of Community & Economic Development will contact the buyer to go over the Affordable Housing Covenant to make sure they understand the provisions. The buyer will need to sign the Affordable Housing Covenant and the Covenant must be recorded. Typically, that will occur at the closing and the Title Company will record the Covenant at the buyer's expense.
- 4) The City must receive a copy of the title work to review at least five (5) business days before the closing and reserves the right to attend the closing.

**WE STRONGLY RECOMMEND THAT YOU AND YOUR BUYER EACH HAVE YOUR
OWN ATTORNEY REVIEW ALL DOCUMENTS PRIOR TO CLOSING**

WASHTENAW COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY

DRAFT
BROWNFIELD PLAN
FOR THE
RENOVARE YPSILANTI HOMES
REDEVELOPMENT PROJECT
220 N PARK STREET
YPSILANTI, MICHIGAN

Prepared by:

RENOVARE DEVELOPMENT, LLC
o/b/o Renovare Ypsilanti Homes, LLC
42 Watson, Suite B
Ypsilanti, MI 48201
Contact Person: Jill Ferrari
Phone: 313-348-7236

June 19, 2022

**WASHTENAW COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY
BROWNFIELD PLAN**

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I. INTRODUCTION

In order to promote the revitalization of environmentally distressed and blighted areas within the boundaries of the County of Washtenaw, Michigan (the "County"), the County has established the Washtenaw County Brownfield Redevelopment Authority (the "WCBRA") pursuant to Michigan Public Act 381 of 1996, as amended ("Act 381").

The primary purpose of this Brownfield Plan ("Plan") is to promote the redevelopment of and private investment in certain "brownfield" properties within the County. Inclusion of property within this Plan will facilitate financing of environmental response and other eligible activities at eligible properties, and will also provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as "brownfields." By facilitating redevelopment of brownfield properties, this Plan is intended to promote economic growth for the benefit of the residents of the County and all taxing units located within and benefited by the WCBRA.

This Plan is intended to apply to the eligible property identified in this Plan and, if tax increment revenues are proposed to be captured from that eligible property, to identify and authorize the eligible activities to be funded by such tax increment revenues.

This Plan is intended to be a living document, which may be modified or amended in accordance with the requirements of Act 381, as necessary to achieve the purposes of Act 381.

This Plan describes the project to be completed (see Attachment C) and contains all of the information required by Section 13(2) of Act 381.

II. GENERAL PROVISIONS

A. Description of the Eligible Property (Section 13 (2)(h)) and the Project

The property comprising the eligible property consists of one parcel. The eligible property, commonly known as 220 North Park Street, is a “facility” as defined by Part 201 of the Michigan Natural Resources and Environmental Protection Act (NREPA). The parcel and all tangible personal property located thereon will comprise the eligible property and are collectively referred to herein as the “Property.”

Attachment A includes a site map of the Property. The Property is located southeast of Ypsilanti’s Depot Town in the Historic District. The Property is bounded by North Park Street to the west, High Street to the north, railroad tracks to the south and North Grove Street to the east.

The Property is vacant and void of structures.

Parcel information is outlined below.

Address	220 North Park Street
Parcel ID	11-11-09-111-004
Owner	City of Ypsilanti (under Land Contract to Renovare Ypsilanti Homes, LLC)
Legal Description	11E-29A-1 LOT 60 GILBERT'S ADDITION, EXC BEG AT NE COR LOT 60, TH S 00-40-00 W 175.00 FT, TH S 89-50-50 W 147.63 FT, TH N 46-18-30 W 83.72 FT, TH S 89-50-50 W 82.16 FT, TH N 00-40-00 E 117.00 FT, TH N 89-50-50 E 291.00 FT TO THE POB, ALSO BEG AT ELY ROW LN OF PARK ST AT SW COR LOT 60 GILBERT'S ADDITION TO CITY OF YPSI, TH 669.09 FT ALNG ARC OF CURV-LFT-RAD 1945.58 FT - CH S 52-50-00 E 665.80 FT, TH S 00-2-30 W 45.57 FT, TH 660.01 FT ALNG ARC OF CURV-RT-RAD 1986.74 FT - CH N 53-51-20 W 656.98 FT, TH NLY ALNG ROW 60.30 FT TO THE POB. PT OF NE 1/4 SEC 9, T3S-R7E. 0.63 AC, PT OF LOT 60 GILBERT'S ADDITION. 221 N. GROVE *, COMBINED ON 07/28/2014 FROM 11-11-09-111-001, 11-11-09-111-003

Renovare Ypsilanti Homes, LLC is the project developer (“Developer”). The project involves the new construction of 46 attached and detached single-family homes and correlating site improvements at the site located at 220 North Park Street in the City of Ypsilanti.

Renovare Ypsilanti Homes currently has an option, approved by the City of Ypsilanti City Council for the Property and intends to close on a Land Contract in July, 2022 and begin construction immediately thereafter.

Eligible activities are anticipated to be completed within 24 months of commencement. The project description provided herein is a summary of the proposed development at the time of the adoption of the Plan. The actual development may vary from the project description provided herein, without necessitating an amendment to this Plan, so long as such variations are not material and arise as a result of changes in market and/or financing conditions affecting the project and/or are related to the addition or immaterial removal of amenities to the project. All material changes, as determined by WCBRA in its sole discretion, to the project description are subject to the approval of the WCBRA and shall be consistent with the overall nature of the proposed development, its proposed public purpose, and the purposes of Act 381.

Attachment C provides a description of the project to be completed at the Property (the "Project").

B. Basis of Eligibility (Section 13 (2)(h) and Section 2 (o))

The Property is considered "eligible property" as defined by Act 381, Section 2 because (a) the Property was previously utilized or is currently utilized for a commercial purpose; (b) it is located within the City of Ypsilanti, a qualified local governmental unit under Act 381; and (c) the Property is determined to be a "facility" per Part 201 of the Natural Resources and Environmental Protection Act (NREPA), as defined by Act 381.

The site qualifies as a "facility" as defined by Part 201 of the Natural Resources and Environmental Protection Act. Subsurface investigations conducted by AKT Peerless in 2021 have revealed the presence of several hazardous substances in soil at concentrations above the EGLE Part 201 Generic Residential Cleanup Criteria (GRCC). A "facility" is defined as any area, place, parcel or parcels of property, or portion of a parcel of property where a hazardous substance in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use has been released, deposited, disposed of, or otherwise comes to be located. A Baseline Environmental Assessment and Due Care analysis are currently being prepared.

C. Summary of Eligible Activities and Description of Costs (Section 13 (2)(a),(b))

The "eligible activities" that are intended to be carried out at the Property are considered "eligible activities" as defined by Section 2 of Act 381, because they include the following:

Department Specific Activities

Due Care Activities

The Developer will complete an additional subsurface investigation to evaluate specific due care obligations in the limited area of identified contamination on Parcel 1. An estimate has been provided for removal and proper handling of contaminated soils in this area. A Baseline Environmental Assessment and Due Care Plan are also being prepared.

Preparation of a Brownfield Plan and 381 Work Plan

The eligible activities include preparation of the required Brownfield Plan and Act 381 Work Plan.

Michigan Strategic Fund (MSF) Eligible Activities

Demolition

Site demolition activities include the removal of existing improvements such as sidewalks, light poles, fencing, franchise utilities and other items.

Site Preparation

Site Preparation activities include temporary erosion control, clearing and grubbing, grading, and replacing unstable fill materials.

Soft Costs

Soft costs include the civil engineering, architectural and legal costs associated with the portion of the site that is included in public infrastructure.

Infrastructure Improvements

Public infrastructure improvements include right of way improvements for sanitary sewer, storm sewer, water, lighting, sidewalks, landscaping and other site improvements, as well as publicly-owned and managed storm water management system in the southern portion of the site. This system was designed by Midwestern Consultants, Inc. (MCI) The proposed system makes use of the natural grade of the property to capture stormwater runoff in basins located near the southern property line. The basins are 'dry' basins that treat the stormwater, removing sediments and convey it to the City's stormwater system. The basins and the open area surrounding them will be utilized as a 'linear park' with pathways meandering through the undulating topography surrounded by proposed plantings of native deciduous, evergreen and ornamental tree plantings, shrubs and grasses. The linear park will be further provided with seating, play and park features that will be open to the public. This area will be owned and managed by the City of Ypsilanti. Fencing and safety measures will be constructed along the railroad right of way (ROW).

Assistance with Economic Development

In accordance with Act 381, Section 125.2652(o)(iii)(C) of Act 381 "Assistance to a qualified local governmental unit or authority in clearing or quieting title to, or selling or otherwise conveying, property owned by or under the control of a qualified local governmental unit or authority or the acquisition of property by a qualified local governmental unit or authority if the acquisition of the property is for economic development purposes," is included as an eligible activity. This cost is proposed to be reimbursed using capture from local taxing jurisdictions only ("Local Only").

The City of Ypsilanti recognizes housing attainability as an economic development priority and has established housing attainability as a Community Benefit under their Community Benefits Ordinance. In order to meet the Community Benefit, the Developer intends to set aside 50% of the proposed units for low to middle-income individuals and families. In order to support these attainable home sales and build generational wealth, the

Developer, in partnership with the City of Ypsilanti, intends to include the following costs as Act 381 eligible activities: Homebuyer counseling for qualified buyers, and a subsidy per unit for the attainable units.

Preparation of a Brownfield Plan and 381 Work Plan

The eligible activities include preparation of the required Brownfield Plan and Act 381 Work Plan.

Interest

The Brownfield Plan includes 5% interest, generated annually at the end of the year as simple interest on the total approved, unreimbursed developer Eligible Activities.

A summary of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the Property are shown in the table attached hereto as Attachment E.

Tax increment revenue generated by the Property will be captured by the WCBRA and used to reimburse the cost of the eligible activities completed on the Property pursuant to the terms of a Reimbursement Agreement to be executed by the WCBRA and the Developer after approval of this Plan (the "Reimbursement Agreement"), to the extent permitted by Act 381.

The costs listed in Attachment E are estimated costs and may increase or decrease depending on the nature and extent of environmental contamination and other unknown conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues of the WCBRA from the Property shall be governed by the terms of the Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Act 381. The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment or reimbursement, provided that the total cost of eligible activities subject to payment or reimbursement under the Reimbursement Agreement shall not exceed the estimated costs set forth in Attachment E. As long as the total costs are not exceeded, line-item costs of eligible activities may be adjusted after the date this Plan is approved by the governing body, to the extent the adjustments do not violate the terms of the approved EGLE or MSF work plan.

D. Estimate of Captured Taxable Value and Tax Increment Revenues (Section 13(2)(c)); Beginning Date of Capture of Tax Increment Revenues (Section (13)(2)(f); Impact of Tax Increment Financing on Taxing Jurisdictions (Section 13(2)(g))

This Plan anticipates the capture of tax increment revenues to reimburse the Developer for the costs of eligible activities under this Plan in accordance with the Reimbursement Agreement. Subject to Section 13(b)(16) of Act 381, a table of estimated tax increment revenues to be captured is attached to this Plan as Attachment F.

Except for those activities identified in this Plan as eligible for reimbursement only with incremental local taxes, if EGLE elects not to participate in this Project, or declines to approve certain eligible activities for reimbursement with incremental state school taxes, the other taxing entities will contribute only that proportionate share of capture (the local taxes) and reimbursement that would be contributed if EGLE had approved capture of state school taxes.

Tax increments are projected to be captured and applied to (i) reimbursement of eligible activity costs and payment of WCBRA administrative and operating expenses, (ii) make deposits into the State Brownfield Redevelopment Fund, and (iii) make deposits into the WCBRA's Local Brownfield Revolving Fund, as follows:

<u>220 North Park Street</u>	<u>TOTAL CAPTURE</u>	<u>Percentage</u>	<u>Reimbursement Costs</u>	<u>LBRE</u>	<u>State Fund</u>
			68%	10%	4%
School Operating Tax	\$ 51,892.50	1%	\$ 35,132.09	\$ 5,269.78	\$ 2,314.88
State Education Tax	\$ 540,186.17	10%	\$ 365,715.02	\$ 54,856.95	\$ 24,097.24
City Operating	\$ 1,590,281.07	30%	\$ 1,076,646.73	\$ 161,496.11	\$ 70,941.07
Police and Fire Pension	\$ 831,535.58	16%	\$ 562,963.41	\$ 84,444.04	\$ 37,094.09
Public Transit	\$ 81,820.20	2%	\$ 55,393.63	\$ 8,309.00	\$ 3,649.93
Sanitation	\$ 232,514.13	4%	\$ 157,415.93	\$ 23,612.26	\$ 10,372.26
Washtenaw County Summer	\$ 394,155.84	7%	\$ 266,850.06	\$ 40,027.29	\$ 17,582.95
AAATA	\$ 61,779.29	1%	\$ 41,825.61	\$ 6,273.81	\$ 2,755.92
Library	\$ 224,609.41	4%	\$ 152,064.31	\$ 22,809.52	\$ 10,019.63
WCC	\$ 303,935.75	6%	\$ 205,769.56	\$ 30,865.26	\$ 13,558.31
WISD	\$ 474,616.57	9%	\$ 321,323.31	\$ 48,198.23	\$ 21,172.24
PARKS	\$ 64,516.23	1%	\$ 43,678.56	\$ 6,551.75	\$ 2,878.01
EECS 800 MHZ	\$ 17,303.96	0%	\$ 11,715.07	\$ 1,757.25	\$ 771.91
Roads	\$ 44,844.46	1%	\$ 30,360.44	\$ 4,554.04	\$ 2,000.47
Vet Relief	\$ 8,697.00	0%	\$ 5,888.01	\$ 883.20	\$ 387.97
HCMA	\$ 18,807.48	0%	\$ 12,732.98	\$ 1,909.94	\$ 838.99
MH&Public Safety	\$ 87,807.26	2%	\$ 59,446.98	\$ 8,917.00	\$ 3,917.01
Conservation	\$ 1,791.62	0%	\$ 1,212.95	\$ 181.94	\$ 79.92
School Sinking Fund	\$ 264,556.18	5%	\$ 179,108.93	\$ 26,866.19	\$ 11,801.62
TOTAL SUM	\$ 5,295,650.69	100%	\$ 3,585,244	\$ 537,784	\$ 236,234
In addition, the following taxes are projected to be generated but shall not be captured during the life of this Plan:					
	<u>Millage</u>	<u>Amount</u>			
WISD	0.3700	\$ 33,311.48			
Water Street 2016A	1.9483	\$ 175,407.45			
School Debt	7.0000	\$ 630,217.20			
Total Non-Capturable Taxes	9.3183				

In no event shall the duration of this Plan exceed thirty-five (35) years following the date of the governing body's resolution approving this Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (5) of Section 13 of Act 381 or 30 years. The beginning date of capture is estimated to be January 1, 2023. Further, in no event shall the beginning date of the capture of tax increment revenues be

later than five (5) years after the date of the governing body's resolution approving this Plan.

Local only capture will apply to activities that fall under Section 125.2652(o)(iii)(C) of Act 381, "Assistance to a qualified local governmental unit or authority in clearing or quieting title to, or selling or otherwise conveying, property owned by or under the control of a qualified local governmental unit or authority or the acquisition of property by a qualified local governmental unit or authority if the acquisition of the property is for economic development purposes."

E. Plan of Financing (Section 13(2)(d)); Maximum Amount of Indebtedness (Section 13(2)(e))

The Developer is seeking financing through the WCBRA Local Brownfield Revolving Loan Fund for a portion of the eligible activities. The remaining eligible activities are to be financed solely by the Developer through a private loan to be repaid with TIR generated by and captured from the redevelopment. The security provided for the loan must be expressly agreed upon by both the Developer, the City of Ypsilanti and the WCBRA. Tax Increment Revenues will be utilized to repay the LBRF Loan given to finance certain Eligible Activities. The terms of the LBRF Loan, including interest rate, grace period, and terms of repayment shall be governed by a separate LBRF Loan Agreement.

The WCBRA will reimburse the Developer for the cost of approved eligible activities, but only from tax increment revenues generated from the Property, and not including payments made for the LBRF Loan.

All reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by this Plan, will be provided solely under the Reimbursement Agreement contemplated by this Plan.

Reimbursements under the Reimbursement Agreement shall not exceed the cost of Eligible Activities permitted under this Plan.

F. Duration of Plan (Section 13(2)(f))

This Plan, or any subsequent amendment thereto, may be abolished or terminated in accordance with Section 14(8) of Act 381 in the event of any of the following:

a. The governing body may abolish this Plan (or any subsequent amendment thereto) when it finds that the purposes for which this Plan was established have been accomplished.

b. The governing body may terminate this Plan (or any subsequent amendment thereto) if the project for which eligible activities were identified in this Plan (or any subsequent amendment thereto) fails to occur with respect to the eligible property for at least two (2) years following the date of the governing body resolution approving this Plan (or any subsequent amendment thereto), provided that the governing body first does

both of the following: (i) gives 30 days' written notice to the Developer at its last known address by certified mail or other method that documents proof of delivery attempted; and (ii) provides the Developer with an opportunity to be heard at a public meeting.

Notwithstanding anything in this subsection to the contrary, this Plan (or any subsequent amendment thereto) shall not be abolished or terminated until the principal and interest on bonds, if any, issued under Section 17 of Act 381 and all other obligations to which the tax increment revenues are pledged have been paid or funds sufficient to make the payment have been identified or segregated.

G. Displacement/Relocation of Individuals on Eligible Property (Section 13(2)(i-l))

There are no persons or businesses residing on the eligible property and no occupied residences will be acquired or cleared, therefore there will be no displacement or relocation of persons or businesses under this Plan.

H. Local Brownfield Revolving Fund ("LBRF") (Section 8; Section 13(2)(m))

The WCBRA has established a Local Brownfield Revolving Fund (LBRF). The LBRF will consist of all tax increment revenues authorized to be captured and deposited in the LBRF, as specified in Section 13(5) of Act 381, under this Plan and any other plan of the WCBRA. It may also include funds appropriated or otherwise made available from public or private sources.

The Developer is seeking to partially finance the eligible activities on the Project through a loan from the LBRF that will be secured and repaid through TIR generated and captured from the Project.

The amount of tax increment revenue authorized for capture and deposit in the LBRF shall be \$537,787, consisting of a lump sum after developer reimbursement equal to 15% of the total developer-reimbursable Eligible Activities included in the approved Brownfield Plan. All funds deposited in the LBRF shall be used in accordance with Section 8 of Act 381.

I. Brownfield Redevelopment Fund (Section 8a; Section 13(2)(m))

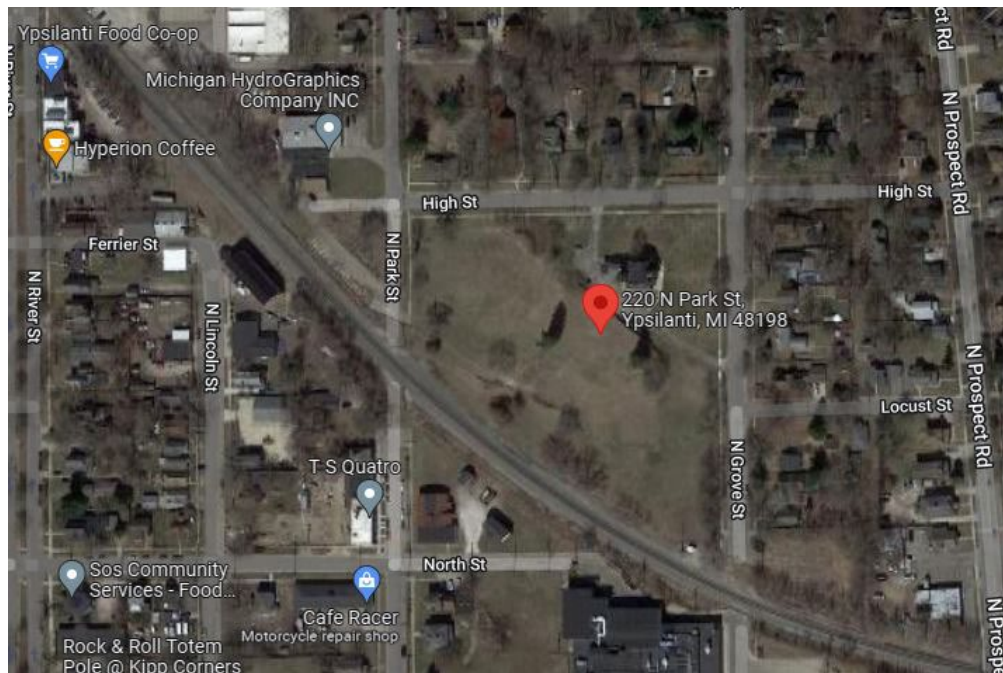
The WCBRA shall pay to the Department of Treasury at least once annually an amount equal to 50% of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, that are captured under this Plan for up to the first twenty-five (25) years of the duration of capture of tax increment revenues for each eligible property included in this Plan.

J. Obligations, Representations and Warrants

The WCBRA will not capture TIR for administrative purposes and will not fund the LBRF until the reimbursement of the privately financed activities is complete.

III. ATTACHMENTS

ATTACHMENT A
Site Location and Parcel Maps



ATTACHMENT B

Legal Descriptions of Eligible Property to which the Plan Applies

220 N Park Street

Parcel 1: 11E-29A-1 LOT 60 GILBERT'S ADDITION, EXC BEG AT NE COR LOT 60, TH S 00-40-00 W 175.00 FT, TH S 89-50-50 W 147.63 FT, TH N 46-18-30 W 83.72 FT, TH S 89-50-50 W 82.16 FT, TH N 00-40-00 E 117.00 FT, TH N 89-50-50 E 291.00 FT TO THE POB, ALSO BEG AT ELY ROW LN OF PARK ST AT SW COR LOT 60 GILBERT'S ADDITION TO CITY OF YPSI, TH 669.09 FT ALNG ARC OF CURV-LFT-RAD 1945.58 FT - CH S 52-50-00 E 665.80 FT, TH S 00-2-30 W 45.57 FT, TH 660.01 FT ALNG ARC OF CURV-RT-RAD 1986.74 FT - CH N 53-51-20 W 656.98 FT, TH NLY ALNG ROW 60.30 FT TO THE POB. PT OF NE 1/4 SEC 9, T3S-R7E. 0.63 AC, PT OF LOT 60 GILBERT'S ADDITION. 221 N. GROVE *, COMBINED ON 07/28/2014 FROM 11-11-09-111-001, 11-11-09-111-003

ATTACHMENT C

Attached Project Description

RENOVARE YPSILANTI HOMES

Renovare Ypsilanti Homes proposes to construct **46 for-sale single family residential units** at 220 North Park Street, a publicly owned site near Depot Town in the City of Ypsilanti. The project is designed as a dense, walkable community with **Environmental, Social and Governance (ESG)** components. **Fifty-percent of the housing units will be set aside for qualified individuals and families making 40% to 80% of area median income (AMI)**. This mixed-income approach will target Michigan's working families and help create a more sustainable community.

This project includes the following mix of missing middle single-family product types:

Unit Type	Bedrooms	Baths	Square Footage	Number
D-Row	2	1 1/2	1000	19
Duplex/Town	2	1 1/2	1200	27

A portion of the site will include an **environmentally sustainable stormwater management system** with carefully landscaped plantings that is open to the public. This area will include environmental education features explaining the purpose of each system within the system and its relation to the overall initiative to maintain clean water in Washtenaw County.

The project is expected to close in the **third quarter of 2022** with construction estimated at **24 months**.

Fifty percent of the units will be set aside for households between 40% AMI and 120% AMI through an innovative workforce housing financing program that will offer substantial down payment assistance. The DPA will be allocated on a sliding scale based on multiple factors:

- The DPA may take a 3rd position lien so buyers under 80% AMI will qualify for MSHDA statewide DPA
- DPA will be increased to accommodate lower income households 40-80%
- Ypsilanti city employees and residents will qualify for additional assistance
- All final terms will be outlined in a Program Guideline Manual and Homebuyer Application Form

This approach to equitable development will provide an opportunity for residents to invest in their community and in their futures. The city will also work with local realtors and the housing commission to target outreach for marketing on this project and allow for creative financing such as the HCV Homeownership program.

Ypsilanti is home to Eastern Michigan University. It is a creative and diverse community of 20,000 people clustered in a historic 4.51 miles section of Southeast Michigan, located just 30 miles from Detroit and 15 minutes from the University of Michigan Campus in Ann Arbor. In 2018, the City of Ypsilanti had an estimated population of 20,939. With a median age of 24.2, Ypsilanti residents

RENOVARE YPSILANTI HOMES

are younger, on average, than residents of Michigan, Washtenaw County, and Ann Arbor. After the crash of the housing market in 2008, Ypsilanti saw a steep decline in housing prices, accompanied by an increase in foreclosures and a decline in the homeownership rate due to an influx of “house flipping,” whereby landlords and speculators purchased foreclosed homes and converted them into investment properties.

For-sale housing prices remained low for several years post-crisis before starting to pick up again in 2012-2013. Since then, available housing stock has dried up, leading to a very low vacancy rate, increases in demand, and higher prices for both rental and for-sale housing. Based on the Michigan Statewide Housing Plan the average sales price for a home in Michigan has increased by 84% since 2013. Michigan’s housing market faces numerous long-standing inequities that make it difficult for residents to obtain safe, healthy, and attainable housing. The Covid-19 pandemic has amplified existing disparities in housing access as well as other indicators of health and quality of life. These disparities are higher in many urban LMI census tracts.

New construction has become restrained due to skyrocketing construction costs, lack of available trades and supply chain challenges, which is why the project is seeking gap financing through resources allocated with American Rescue Plan Funding.

ATTACHMENT E

ESTIMATED COSTS OF ELIGIBLE ACTIVITIES

Act 381 MSF Eligible Activities Costs and Schedule 220 N Park Street, Ypsilanti Michigan Washtenaw County Brownfield Redevelopment Authority		
MSF Eligible Activities	Cost	Completion Season/Year
Demolition		
Site demolition - Removals (fences, sidewalks, former recreation equipment)	\$ 42,135	Summer 2022
<i>Subtotal</i>	<i>\$ 42,135</i>	
Site Preparation		Summer 2022
Temporary erosion control	\$ 24,325	
Clearing and Grubbing	\$ 41,550	
Grading	\$ 28,000	
Fill - unstable soils	\$ 180,000	
<i>Subtotal</i>	<i>\$ 273,875</i>	
Soft Costs		Summer 2022
Civil Engineering	\$ 8,000	
Architect	\$ 10,920	
Legal (general)	\$ 20,000	
Legal (condo)	\$ 1,000	
<i>Subtotal</i>	<i>\$ 39,920</i>	
Public Infrastructure Improvements		Fall 2022
Right of Way and Publicly-Owned Improvements	\$ 1,214,667	
Fencing and safety measures along rail ROW	\$ 25,000	
<i>Subtotal</i>	<i>\$ 1,280,587</i>	
Assistance with Disposition for Economic Development Purposes		
Homebuyer assistance counseling	\$ 50,000	Summer 2023
Downpayment Assistance (construction subsidy)	\$ 680,000	Summer 2023
<i>Subtotal</i>	<i>\$ 730,000</i>	
SUBTOTAL MSF ELIGIBLE ACTIVITIES	\$ 2,366,517	
Contingency 10%	\$ 236,652	
Interest*	\$ 838,620	
Brownfield Plan/Act 381 Work Plan Preparation	\$ 20,000	
Brownfield Plan/Act 381 Work Plan Implementation	\$ 10,000	
TOTAL		
TOTAL MSF	\$ 3,471,788	
* Assumes a portion of Eligible Activities will be privately financed and a portion will be publicly financed through grants and low to no-interest loans		

Act 381 EGLE Eligible Activities Costs and Schedule 220 North Park Street, Ypsilanti Michigan Washtenaw County Brownfield Redevelopment Authority		
EGLE Eligible Activities	Cost	Completion Season/Year
Department Specific Activities		Summer 2022
<i>Due Care Activities</i>		Spring/Summer 2022
<i>Due Care Investigation</i>	\$ 9,250	
<i>BEA and Section 7A Compliance Analysis</i>	\$ 2,500	
<i>Subtotal</i>	\$ 11,750	
<i>Proper Handling of Contaminated Soils</i>		Summer 2022
<i>Excavation, transportation and disposal</i>	\$ 50,000	
<i>Subtotal</i>	\$ 50,000	
EGLE Eligible Activities Subtotal	\$ 61,750	
Contingency (15%)	\$ 9,263	
EGLE Eligible Activities Subtotal	\$ 71,013	
Interest*	\$ 34,943	
EGLE Eligible Activities Total Costs	\$ 105,956	
Act 381 Work Plan Technical Writing	\$ 2,500	Spring/Summer 2022
Work Plan Implementation	\$ 5,000	on-going
EGLE Eligible Activities Total Costs	\$ 113,456	
* Assumes that a portion of the Eligible Activities will be privately financed and a portion will be publicly financed through grants and low to no-interest loans		

ATTACHMENT F

TIF Tables

220 North Park Street
Brownfield Plan

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	TOTAL
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ 678,333	\$ 2,204,583	\$ 4,070,000	\$ 4,151,400	\$ 4,234,428	\$ 4,319,117	\$ 4,405,499	\$ 4,493,609	\$ 4,583,481	\$ 4,675,151	\$ 4,768,654	\$ 4,864,027	\$ 4,961,307	\$ 5,060,533	\$ 5,163,744	\$ 5,264,979	\$ 5,370,279	\$ 5,477,684	\$ 5,587,238	\$ 5,698,983	
		\$ 678,333	\$ 2,204,583	\$ 4,070,000	\$ 4,151,400	\$ 4,234,428	\$ 4,319,117	\$ 4,405,499	\$ 4,493,609	\$ 4,583,481	\$ 4,675,151	\$ 4,768,654	\$ 4,864,027	\$ 4,961,307	\$ 5,060,533	\$ 5,163,744	\$ 5,264,979	\$ 5,370,279	\$ 5,477,684	\$ 5,587,238	\$ 5,698,983	
School Capture	Millage Rate		CAPTURE PERIOD																			
State Education Tax	4.070	5	13,628	24,420	24,908	25,407	25,915	26,433	26,962	27,501	28,051	28,612	29,184	29,768	30,363	30,970	31,590	32,222	32,866	33,523	34,194	
School Operating (note 100% of units will claim PRE)	18.000	12,210	33,683	35,641	36,100	36,570	37,050	37,540	38,040	38,550	39,070	39,600	40,140	40,690	41,250	41,820	42,400	42,990	43,590	44,200	44,819	
School Total	24.000	16,280	52,310	24,420	24,908	25,407	25,915	26,433	26,962	27,501	28,051	28,612	29,184	29,768	30,363	30,970	31,590	32,222	32,866	33,523	34,194	
59,123																						51,081
Local Capture	Millage Rate		CAPTURE PERIOD																			
City Operating	17.6637	11.982	38,941	71,891	73,329	74,796	76,292	77,817	79,374	80,961	82,580	84,232	85,917	87,635	89,388	91,175	92,999	94,859	96,756	98,691	100,665	1,590,281
Police and Fire Pension	9.2361	6,265	20,342	37,591	38,343	39,110	39,892	40,690	41,503	42,333	43,180	44,044	44,925	45,823	46,740	47,674	48,628	49,600	50,592	51,604	52,636	831,336
Public Transit	9.0508	616	2,064	3,699	3,773	3,848	3,925	4,004	4,084	4,165	4,249	4,334	4,420	4,509	4,599	4,691	4,785	4,881	4,978	5,078	5,179	81,820
Sanitation	2.5826	1,782	5,694	10,511	10,721	10,936	11,155	11,378	11,605	11,837	12,074	12,316	12,562	12,811	13,069	13,331	13,597	13,869	14,147	14,430	14,718	232,214
Westernlake County Summer	4.3780	2,970	9,692	17,818	18,175	18,538	18,909	19,287	19,671	20,066	20,472	20,887	21,312	21,747	22,191	22,645	23,108	23,581	24,064	24,556	25,058	394,156
AARTA	0.6882	465	1,511	2,793	2,949	3,106	3,264	3,423	3,584	3,746	3,909	4,073	4,238	4,404	4,571	4,740	4,910	5,081	5,254	5,429	5,605	61,779
Literary	2.4948	1,692	5,500	10,154	10,357	10,564	10,775	10,991	11,211	11,435	11,664	11,897	12,135	12,377	12,625	12,878	13,136	13,398	13,666	13,939	14,216	226,609
WCC	3.3739	2,290	7,442	13,740	14,015	14,295	14,581	14,873	15,170	15,474	15,783	16,098	16,418	16,749	17,084	17,424	17,774	18,130	18,492	18,862	19,239	303,398
WWD	5.2717	3,576	11,622	21,456	21,885	22,323	22,769	23,224	23,689	24,163	24,646	25,139	25,642	26,155	26,678	27,211	27,755	28,310	28,877	29,454	30,043	474,617
PARKS	0.7146	486	1,580	2,917	2,975	3,034	3,095	3,157	3,220	3,283	3,350	3,417	3,486	3,555	3,626	3,699	3,773	3,848	3,925	4,004	4,084	65,456
EECS 800 MHz	0.1922	130	424	782	798	814	830	847	864	881	899	917	935	954	973	992	1,012	1,032	1,053	1,074	1,095	17,404
Conservation	0.318	318	1,098	2,027	2,068	2,109	2,151	2,194	2,238	2,281	2,329	2,375	2,423	2,471	2,521	2,571	2,622	2,675	2,728	2,783	2,839	47,384
Var Relief	0.0946	66	213	393	401	409	417	426	434	443	452	461	470	479	488	499	509	519	529	540	551	8,697
HCSA	0.2089	142	461	850	867	885	902	920	939	957	977	996	1,016	1,036	1,057	1,078	1,100	1,122	1,144	1,167	1,191	18,807
MN&Public Safety	0.9752	662	2,190	3,960	4,049	4,143	4,212	4,297	4,383	4,470	4,560	4,651	4,744	4,839	4,936	5,036	5,138	5,242	5,348	5,456	5,568	87,807
Conservation	0.0199	12	40	81	81	84	86	88	91	93	95	97	99	101	103	105	107	109	111	113	115	2,742
School Sinking Fund	0.2385	1,993	6,478	11,960	12,199	12,443	12,692	12,946	13,206	13,470	13,738	14,013	14,291	14,579	14,870	15,166	15,471	15,781	16,096	16,416	16,746	269,556
Local Total	49.3054	35,439	115,176	212,633	216,885	221,223	225,647	230,160	234,764	239,459	244,248	249,133	254,116	259,198	264,382	269,670	275,063	280,564	286,176	291,899	297,737	4,790,572
																						5,295,651
Non-Capturable Millages	Millage Rate		CAPTURE PERIOD																			
WWD Lunaparkland	0.137	251	816	1,506	1,536	1,567	1,598	1,630	1,663	1,696	1,730	1,764	1,800	1,836	1,872	1,910	1,948	1,987	2,027	2,067	2,109	33,311
Water Street 20144	1.9483	1,322	4,239	7,830	8,098	8,240	8,415	8,583	8,755	8,930	9,109	9,291	9,477	9,666	9,859	10,057	10,258	10,463	10,672	10,886	11,103	175,407
School Debt	0.7000	4,748	15,432	28,490	29,090	29,645	30,234	30,838	31,455	32,084	32,726	33,381	34,048	34,729	35,424	36,132	36,855	37,592	38,344	39,111	39,893	632,479
Total Non-Capturable Taxes	9.3183																					
		64.6237	82500	5331.45525	444.2879375																	
Footnotes:																						
1. The above taxes are based on a 2% annual appreciation in Taxable Value for purposes of the Plan																						

Tax Incremental Revenue Reimbursement Allocation Table
Renovare Ypsilanti Homes
Ypsilanti, Michigan
6/15/2022

236 North Park Street Brownfield Plan TP TABLE	Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total	Estimated Total Years of Plan: 18																		Estimated TOTAL Capture		\$ 4,638,297.20															
	State	8.41%	\$ 240,850	\$ -	\$ 240,850																			LBRF	\$ 537,794																
	Local	91.56%	\$ 2,614,394	\$ 730,000	\$ 3,344,394																			State BRF Redevelopment Fund	\$ 236,234																
	TOTAL																							Total Reimbursement for Eligible Activities	\$ 3,585,244																
	EGLE	3%	\$ 113,456	\$ -	\$ 113,456																																				
	MSF	70%	\$ 2,742,788	\$ -	\$ 2,742,788																																				
	Local-Only	20.4%	\$ -	\$ 730,000	\$ 730,000	\$ 3,585,244																																			
	2021		2022		2023		2024		2025		2026		2027		2028		2029		2030		TOTAL																				
	\$ 16,280		\$ 52,910		\$ 24,420		\$ 24,908		\$ 25,407		\$ 25,915		\$ 26,433		\$ 26,962		\$ 27,501		\$ 28,051		\$ 28,612		\$ 29,184		\$ 29,768		\$ 30,363		\$ 30,970		\$ 31,590		\$ 32,222		\$ 32,866		\$ 524,361				
\$ 2,035		\$ 6,614		\$ 12,210		\$ 12,454		\$ 12,703		\$ 12,957		\$ 13,216		\$ 13,481		\$ 13,750		\$ 14,025		\$ 14,306		\$ 14,592		\$ 14,884		\$ 15,182		\$ 15,485		\$ 15,795		\$ 16,111		\$ 16,433		\$ 236,234					
\$ 14,245		\$ 46,296		\$ 12,210		\$ 12,454		\$ 12,703		\$ 12,957		\$ 13,216		\$ 13,481		\$ 13,750		\$ 14,025		\$ 14,306		\$ 14,592		\$ 14,884		\$ 15,182		\$ 15,485		\$ 15,795		\$ 16,111		\$ 16,433		\$ 286,127					
\$ 35,439		\$ 115,176		\$ 212,633		\$ 216,885		\$ 221,223		\$ 225,647		\$ 230,160		\$ 234,764		\$ 239,459		\$ 244,248		\$ 249,133		\$ 254,116		\$ 259,198		\$ 264,382		\$ 269,670		\$ 275,063		\$ 280,564		\$ 286,176		\$ 4,113,936					
\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -					
\$ 35,439		\$ 115,176		\$ 212,633		\$ 216,885		\$ 221,223		\$ 225,647		\$ 230,160		\$ 234,764		\$ 239,459		\$ 244,248		\$ 249,133		\$ 254,116		\$ 259,198		\$ 264,382		\$ 269,670		\$ 275,063		\$ 280,564		\$ 286,176		\$ 4,113,936					
Total State & Local TIR Available for Reimbursement (Excludes LBRF Capture Below)		\$ 49,684		\$ 161,472		\$ 224,843		\$ 229,340		\$ 233,926		\$ 238,605		\$ 243,377		\$ 248,244		\$ 253,209		\$ 258,274		\$ 263,439		\$ 268,708		\$ 274,082		\$ 279,564		\$ 285,155		\$ 290,858		\$ 296,675		\$ 302,609		\$ 4,402,063			
REIMBURSEMENT		Beginning Balance																																							
Reimbursement Balance		\$ 3,585,244		\$ 3,625,108		\$ 3,675,636		\$ 3,746,793		\$ 3,829,454		\$ 3,925,527		\$ 4,036,023		\$ 4,162,046		\$ 4,304,705		\$ 4,465,002		\$ 4,644,038		\$ 4,841,825		\$ 5,059,374		\$ 5,297,704		\$ 5,556,836		\$ 5,836,881		\$ 6,137,948		\$ 6,460,148		\$ 6,804,492			
MSF Non-Environmental Costs		\$ 2,742,788		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -			
State Tax Reimbursement		\$ 14,241		\$ 44,444		\$ 13,722		\$ 13,956		\$ 14,195		\$ 14,439		\$ 14,688		\$ 14,942		\$ 15,200		\$ 15,464		\$ 15,734		\$ 16,009		\$ 16,289		\$ 16,574		\$ 16,865		\$ 17,161		\$ 17,463		\$ 17,771		\$ 18,077			
Local Tax Reimbursement		\$ 27,250		\$ 88,075		\$ 163,600		\$ 169,863		\$ 176,149		\$ 182,563		\$ 189,104		\$ 195,774		\$ 202,574		\$ 209,504		\$ 216,664		\$ 223,954		\$ 231,384		\$ 238,954		\$ 246,664		\$ 254,514		\$ 262,604		\$ 270,934		\$ 279,264			
Total MSF Reimbursement Balance		\$ 2,760,047		\$ 2,567,927		\$ 2,393,600		\$ 2,225,997		\$ 2,044,433		\$ 1,849,441		\$ 1,640,792		\$ 1,408,264		\$ 1,221,570		\$ 1,071,729		\$ 947,488		\$ 836,112		\$ 736,584		\$ 647,954		\$ 570,664		\$ 504,604		\$ 448,934		\$ 398,064		\$ 351,904			
EGLE Environmental Costs		\$ 213,456		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -			
State Tax Reimbursement		\$ 456		\$ 1,852		\$ 488		\$ 498		\$ 508		\$ 518		\$ 529		\$ 539		\$ 550		\$ 561		\$ 572		\$ 584		\$ 595		\$ 607		\$ 619		\$ 631		\$ 643		\$ 655		\$ 667			
Local Tax Reimbursement		\$ 1,123		\$ 3,651		\$ 6,740		\$ 6,871		\$ 7,013		\$ 7,153		\$ 7,296		\$ 7,442		\$ 7,591		\$ 7,743		\$ 7,898		\$ 8,055		\$ 8,217		\$ 8,381		\$ 8,549		\$ 8,719		\$ 8,891		\$ 9,065		\$ 9,239			
Total EGLE Reimbursement Balance		\$ 113,677		\$ 206,324		\$ 354,611		\$ 367,722		\$ 384,251		\$ 399,529		\$ 416,795		\$ 435,046		\$ 454,291		\$ 474,574		\$ 495,899		\$ 518,269		\$ 541,694		\$ 566,184		\$ 591,754		\$ 618,424		\$ 646,194		\$ 675,064		\$ 704,024			
Local-Only Costs		\$ 730,000		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -			
Local Tax Reimbursement		\$ 7,215		\$ 23,450		\$ 43,793		\$ 44,158		\$ 45,141		\$ 45,942		\$ 46,942		\$ 47,798		\$ 48,754		\$ 49,729		\$ 50,723		\$ 51,738		\$ 52,773		\$ 53,828		\$ 54,905		\$ 56,005		\$ 57,129		\$ 58,277		\$ 59,450			
Total Local Reimbursement Balance		\$ 722,785		\$ 699,335		\$ 656,043		\$ 611,885		\$ 566,844		\$ 520,902		\$ 474,041		\$ 426,244		\$ 377,490		\$ 327,761		\$ 277,087		\$ 225,299		\$ 172,527		\$ 118,698		\$ 63,794		\$ 7,791		\$ -		\$ -					
Total Annual Reimbursement		\$ 3,585,244		\$ 30,135		\$ 161,472		\$ 224,843		\$ 229,340		\$ 233,926		\$ 238,605		\$ 243,377		\$ 248,244		\$ 253,209		\$ 258,274		\$ 263,439		\$ 268,708		\$ 274,082		\$ 279,564		\$ 285,155		\$ 290,858		\$ 296,675		\$ 302,609		\$ 3,585,244	
LOCAL BROWNFIELD REVOLVING FUND																																									
LBRF Deposits		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -			
State Tax Capture		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -			
Local Tax Capture		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -			
Total LBRF Annual Capture		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -			
LUMP SUM Payments (15% OF EA)		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -			
Total		\$ 3,585,244		\$ 30,135		\$ 161,472		\$ 224,843		\$ 229,340		\$ 233,926		\$ 238,605		\$ 243,377		\$ 248,244		\$ 253,209		\$ 258,274		\$ 263,439		\$ 268,708		\$ 274,082		\$ 279,564		\$ 285,155		\$ 290,858		\$ 296,675		\$ 302,609		\$ 3,585,244	
Footnotes:																																									
Assumes that a portion of the eligible activities are privately financed, and a portion are funded through grants and public financing																																									
5% interest is embedded, or part of the totals within the MSF and EGLE																																									



Resolution No. 2022-150
June 21, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the attached fee schedule is adopted pursuant to the Ypsilanti City Code, and the following fees relating to various sections of the City Code and activities of the City are hereby established, and the various City Departments are authorized to charge and collect such fees effective immediately.

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 21 day of June 2022

#Resolution No. 2022-150



**City of Ypsilanti
Amended Fee Schedule
Fiscal Year 2022 - 2023**

Resolution YPSI2022
Approved by City Council July 1, 2022

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Administrative Hearings Bureau (AHB)

Ord. Sec. No.	Building Regulations	1st	2nd	3rd
18-52	State construction code	\$50	\$100	\$200
18-92	Property maintenance code	\$50	\$100	\$200, \$225
18-115	Violations generally	\$50	\$100	\$200
18-134 A&B	Allow occupancy without certificate of compliance	\$100	\$300	\$500
Ord. Sec. No.	Environment & Nuisance	1st	2nd	3rd
42-55	Property maintenance nuisance	\$50	\$100	\$200
42-68	Litter (see 70-38)	\$50	\$150	\$300
71-72	Specific Violations (raw building materials, junk waste, abandoned refrigerators)	\$50	\$150	\$200
50-34	Fire Prevention Code (when designated as blight violation)	\$100	\$300	\$500
Ord. Sec. No.	Solid Waste	1st	2nd	3rd
86-32	Disposal arrangements	\$50	\$100	\$200, \$225
86-33	Commercial properties	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days
86-34	Residential properties	\$50	\$100	\$200, \$225
86-35	Multiple dwellings	\$50	\$100	\$200, \$225
86-54	Peak times	\$50	\$100	\$200, \$225
Ord. Sec. No.	Snow Removal	1st	2nd	3rd
94-136	Snow removal from sidewalk adjacent to residential and commercial premises	\$15	\$50	\$200, \$225
94-136	Snow removal from parking lot serving less than 10 dwelling units	\$15	\$50	\$200, \$225
94-136	Snow removal from parking lot serving 10 or more dwelling units	\$15, \$40 after 10 business days	\$50, \$75 after 10 business days	\$200, \$225 after 10 business days
Ord. Sec. No.	Vegetation	1st	2nd	3rd
110-34	Trees and shrubs	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days
110-81	Grass and weed control	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days
110-85	Lien collection charge for cost of cutting weeds			\$50
122-375	Zoning	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days

Administrative Hearings Bureau (AHB) Cont'd

Ord. Sec. No.	AHB Ordinance Costs	
	Abatement costs	Actual cost, plus fee
	Prosecution costs	\$75
	Building costs	\$75
	Administrative Hearings Bureau costs	\$250
	Administrative Hearings Bureau costs – Waiver	Waive \$50 in AHB costs if paid within 30 days
	State JSA (set by state statute)	\$10
	Continuance/Adjournment	\$50
	Default	\$50
	Show Cause	\$50
	Motion to Set Aside Default	\$50

Assessor

Ord. Sec. No.		
22-35	Business License Application Fee	See Commercial Business Inspection
	Real Estate agent access to sketch program	\$0
	Copy of building sketch	\$0

Building

Ord. Sec. No.	Certificate of Compliance Inspection Fees (Residential)	
18-153	Single Family* - Initial Inspection	\$150 per unit
18-153	Single Family* - Recertification (2-year)	\$100
18-153	Reinspection	\$55 per inspection
18-153	Multi-Family Building – Recertification (2-year)	
18-153	20 or less units	\$75 per unit
18-153	21 or more units	\$65 per unit
18-153	Reinspection	\$55 per inspection
18-153	Multi-Family Complex – Recertification (2-year)	\$250 per building inspected plus \$35
18-153	Reinspection	\$55 per inspection
18-153	Townhouse/Condo – Recertification (2-year)	\$70 per unit
18-153	Reinspection	\$55 per unit
18-153	Rooming House – Recertification (2-year)	\$120 per structure
18-153	Reinspection	\$55 per inspection
18-153	No Show/Late Cancelation Fee – Multi-Family (per unit)	\$55 per inspection
18-153	No Show/Late Cancelation Fee – 1 & 2 Family (per unit)	\$85 per unit
18-153	Late Payment Fees	Original fee plus 20% the original fee
18-153	Lien Collection Fee	\$100
18-153	Administrative Review Fee	\$50 per unit
18-153	Search Warrants obtained for inspection	\$100 per unit
Ord. Sec. No.	Certificate of Compliance Inspection Fees (Commercial)	
18-153	Business Occupancy Permit (with and without change of use)	\$90
	Late Payment Fee (original fee plus 20% of original fee)	(original fee plus 20% of original fee)
	Business Inspection – No Show/Late Cancelation	\$55
	Business Re-inspection (2 or more)	\$55
18-153	Assembly (hall, church, etc.)	\$150
18-153	Automotive (sales/repair/gas station)	\$175
	Business (General – Large)	\$150
	Business (General – Small)	\$75
	Chapel/Funeral Home	\$150
	Educational	\$100
18-153	Industrial/Manufacturing/Warehousing – Small (under 5,000 sq ft)	\$250
18-153	Industrial/Manufacturing/Warehousing – Large (over 5,000 sq ft)	\$350
	Office Complex	
	Office – Large	\$150
	Office – Small	\$75

Building Cont'd.

Ord. Sec. No.	Commercial/Residential Certificate of Occupancy Con't	
18-153	Personal Service (barber, salon, tattoo, etc.)	\$150
	Retail Complex	
18-153	Retail – Small (under 2,500 sq ft)	\$75
18-153	Retail – Large (over 2,500 sq ft)	\$150
18-153	Restaurant – Small (under 2,500 sq ft)	\$75
18-153	Restaurant – Large (over 2,500 sq ft)	\$150
	Lein Collection Fee	\$100
Ord. Sec. No.	Certificate of Occupancy (each unit/tenant)	
18-153	Residential	\$50
Ord. Sec. No.	Contractor Registration	
	Residential builders, alteration and maintenance	\$32
	Sign contractor license/registration	\$32
	Electrical contractor	\$32
	Plumbing contractor	\$15
	Mechanical contractor	\$15
18-31(b)	Appeals to Building Board of Appeals per structure	County fees + \$52
	Outdoor Cafe	
94-193	Outdoor Café, Restaurant, and Beer Garden Annual Fee	\$75
Ord. Sec. No.	Permits	
18-3	Building Permit	
	First \$1,000 of construction value or less	\$70
	Each additional \$1,000 or fraction thereof	\$11
18-3	Demolition Permit	\$70
	First \$1,000 of work contract or less	\$11
18-3	Plumbing Permit (per inspection/service/unit/appliance)	\$70
18-3	Electrical Permit (per inspection/service/unit/appliance)	\$70
18-3	Mechanical Permit (per inspection/service/unit/appliance)	\$70
18-3	Sign Permit (per sign)	\$100
14-13	Domestic Foul & Bee permit application	\$25
	All other permit (minimum fee)	\$70
Ord. Sec. No.	Vacant Buildings	
18-190	Vacant Building Inspection Fee	\$150
18-190	Escrow Account (monthly)	\$300
18-190	Vacant building – not “regularly occupied”	\$75
18-190	New building/structure	\$50
18-190	All other vacant buildings – including dangerous buildings	\$300
42-69	Maintenance of exterior premises – City cleanup *Plus actual cost of hired contractor	\$50+*

City Manager

Ord. Sec. No.		
102-255	Truck Route Special or Emergency Exception Permit	\$150

Clerk

Ord. Sec. No.		
	City Charter	Actual cost; see FOIA policy
Ord. Sec. No.	Liquor License Fees	
6-31	"A" Hotel	\$500
6-31	"B" Hotel	\$500
6-31	"C" Hotel	\$500
6-31	"Tavern" beer an by the glass	\$500
6-31	"SDD" package liquor	\$500
6-31	"SDM" package beer and wine	\$500
6-31	If more than one class of license held (Fee per class held)	\$25
6-31	Transfer of ownership, including partner	\$500
	Transfer location	\$300
6-31	Addition of space	\$300
6-31	Deletion of partner	\$300
	Addition of special permit, i.e entertainment, dancing or Sunday sales	\$315
6-31	Wine Maker License	\$500
6-31	Micro Brewer License	\$500
6-43	Application for license to sell	\$500
10-45	Additional fee for DDA location	\$110
Ord. Sec. No.	Entertainment & Misc. Fees	
22-76	Bed & Breakfast application fee	\$80
22-80	Annual bed & breakfast, inn license fee	\$175
22-117	Health club license application fee	\$80
22-121	Annual health club fee	\$175
22-178	Peddlers license application fee, investigation fee	\$100
82-47	Secondhand dealer license application fee	\$100
82-49	Issuance of annual 2 nd hand dealer license	\$100
22-182	House to house soliciting by established business, various fee (monthly rates)	\$80
	Mayor Officiating Wedding Ceremony	\$25
	Taxicab Fees – TO BE COLLECTED BY STATE	
Ord. Sec. No.	Voting Records	
	Qualified Voter File (disks), Printed Voter Listing, Polling location maps	Actual cost, see FOIA Policy

Department of Public Services (DPS)

Ord. Sec. No.		
	Street cut or curb cut – per opening	\$60
	Right of Way permit (sidewalk)	\$60
	Right of Way permit (utility)	\$130
	Penalty fee for failing to apply for Right of Way, excavation, curb cut or sidewalk replacement permit before work begins. Fee is an addition to permit fee.	\$60
	Bond amount: Contractor shall furnish either a cash bond or a performance bond acceptable to the City of Ypsilanti and, in compliance with all requirements of law that is to remain in effect for a period of not less than 18 months from work start date.	
	Property line to back of curb	\$3,000
	Property line to ½ pavement width	\$5,000
	Property line to full pavement width	\$10,000
	Each boring pit	\$250
94-112	Moving building, license application fee (*Owner also responsible for materials used)	\$320 + *
	Recycle bins – each	\$12
	Recycle carts – each	\$75
	Trash stickers	\$2.50
	Bulk Item stickers	\$20
	Freon Removal stickers	\$35
110-77	Manufactured Fertilizer Commercial Applicator	\$25
Ord. Sec. No.	Small Cell Wireless Facilities Deployment	
	When such deployment will require a new or replacement pole in right of way	\$300
	When such deployment will not require a new or replacement pole in right of way	\$200
	For zoning applications to install or modify a wireless support structure in right of way	\$1,000
	To install or modify a small wireless facility outside the right of way	\$500
	Annual rent: per small cell wireless facility per year	\$20
	Annual rent: for utility pole or support structure erected by or on behalf of a wireless provider after March 12, 2019	\$125
Ord. Sec. No.	Code Enforcement	
86-87	Mowing per 50 x 100 lot	
	Under 12 inches	\$40
	Over 12 inches	\$80
86-87	Brush Removal	\$100
42-74	Trash Removal	\$100+
42-74	Furniture Removal	\$225
86-87	Weed/Brush hog	\$300+

Department of Public Services (DPS) Cont'd

Ord. Sec. No.	Code Enforcement Cont'd	
94-133	Snow/Ice Removal per 50 x 100 lot	\$50+
Ord. Sec. No.	Administrative Fees	
	Administration fee (monthly billing & special service invoices)	10% for annual amounts less than \$25,000
	Administration fee (monthly billing & special service invoices)	5% for annual amounts over \$25,000
Ord. Sec. No.	Late fee for invoices	
	Over 30 days	2%
	Over 60 days	Additional 2%
	Removal of abandoned materials in City right-of-way (barricades, construction signs, etc.)	\$50
	Daily storage fee per item for abandoned materials removed from City right-of-way (barricades, constructions signs, etc.)	\$5

Facilities

Ord. Sec. No.	Facilities and Public Property	
78-124	Fees for rental of Senior Citizens Center, Parkridge Community Center and Rutherford	
	Senior Center (2 hr min)	\$55/hr
	Parkridge Community Center (2 hr min)	\$30/hr
	Rutherford Pool	
	SINGLE ENTRY	
	Youth (ages 3 – 17)	\$3
	Adults (ages 18 – 54)	\$4
	Youth during family swim	\$2.25
	Seniors (ages 55 and above)	\$2.75
	SEASON PASSES	
	Individuals (12 yrs and above)	\$110
	Seniors (ages 55 and above)	\$75
	Family (includes tot splash)	\$265
	PUNCH CARD PASSES (5 ENTRIES)	
	Youth (ages 3 – 7)	\$12
	Adult (ages 18 – 54)	\$16
	Seniors (ages 55 and above)	\$11
	TOT SPLASH	\$1.75/child
	(free with family season pass)	
	Freighthouse Plaza	
	Damage deposit (refundable, due 14 days in advance)	\$200
	Fees for Rutherford Pool shall be determined by the Friend of Rutherford Pool based on cost of service, projected attendance and other cost factors. Fees shall be approved by the City Manager and posted on the City's website.	
	Senior Center, Parkview and Pool renters shall reimburse City of actual costs of cleanup (including but not limited to Public Works employees) required if applicant fails to comply with cleanup agreement (employee costs shall be reimbursed at hourly rate + 10% (non-profit events) or + 15% (for-profit events))	
	Fees for the Freighthouse shall be determined by the Friends of the Ypsilanti Freighthouse based on the terms of the Operation and Management agreement.	
	Default: Any person in default for 30 days or more shall be ineligible for a park reservation, special event permit, noise permit, street closing permit or city facility rental for eighteen months.	

Film Permits

Ord. Sec. No.		
10-312	Permit for Film on Public Property	\$250
	Permit for Film on Private Property	\$100
	Deposit (if City Services are required)	\$3,000
	Daily Public Property Use – per day	\$107

Fire

50-34	Fire Prevention	
	Initial Certificate of Occupancy Inspection	\$75
	First re-inspection	\$0
	Additional re-inspections or no show.	\$50 per re-inspection
	Annual Fire Safety Inspection	
	Annual inspection (no fee if compliance is maintained since last year)	\$0
	Additional necessary annual re-inspection or no show	\$50
	Inspection in large facilities or requiring more than one hour	\$50/hr
	Acceptance Tests	
	Sprinkler systems, fire alarms, fire pump...	\$50/hr
	Plan Review	\$0
	Occupancy calculation, fireworks, special venues, concerts...	\$50/hr
	Fire Investigation	
	Origin and cause	\$50/hr
	Fire Suppression	
	Class 1 Engine	\$450 with crew
	Aerial Truck	\$650 with crew
	Support Vehicle	\$150 with crew
	Fire Fighter	\$36
	Fire Officer	\$43
	Fire Inspector	\$43
	EMS Standby (2 EMTs)	\$80/hr
	Fire Standby Pyrotechnic (includes inspection)	\$250
	Fire Display (includes inspection)	\$250
	Fire Inspection	\$75
*	Fire re-inspection	\$50
	Fire Investigation (additional fee if over 10 hours)	\$500
	Fire Permits	\$50

Fire Cont'd.

38-40	False Alarms	
	First occurrence in a calendar year	Warning
	Second occurrence in a calendar year	\$200
	Third occurrence in a calendar year	\$400
	Fourth occurrence in a calendar year	\$600
	Each additional occurrence in calendar year	Add \$200 to previous fine

Fiscal Services

	Reprint of W-2/1099-R, Copy of Payroll check stub (non-public)	Actual cost, see FOIA policy

Freedom of Information Act (FOIA) Requests

	Freedom of Information Act (FOIA) Request	Actual cost; see FOIA policy

Medical Marijuana

22-205	Medical Marijuana Application	\$5,000
22-205	License Revocation Appeal	\$1,100
22-205	Relocation Application	\$5,000
22-205	Application Renewal	\$5,000

Notary Public Service

	Notary Public Service – Signature and seal (per notarized document)	\$10

Parking

Parking Fees				
102-61(a)	Parking rates: per hour			\$0.75
102-61(b)	10 hour parking per hour			\$0.50
102-62	Impound Vehicles			
	Impound – private property			\$30
	Impound – police – tow – admin. Fee			\$40
Ord. Sec. No.	Parking Violation Fees		After 14 days	After 28 days
102-81(a)	Parking violations – failure to admit responsibility	\$20	\$40	\$60
	Additional notice violation fee	\$30	\$50	\$70
102-82	Schedule of violation fees:			
	Blockading: alley, sidewalk, crosswalk, driveway, emergency exit, fire escape, traffic	\$43	\$63	\$83
	Blockading: traffic	\$48	\$68	\$88
	Display advertising	\$33	\$53	\$73
	Displaying cars “for sale” on City property	\$33	\$53	\$73
	Improper parking	\$33	\$53	\$73
	Parking alongside/opposite street excavation	\$33	\$53	\$73
	Parking for over 48 hours	\$33	\$53	\$73
	Parking in Fire lane	\$33	\$53	\$73
	Parking in emergency snow route	\$33	\$53	\$73
	Parking in handicapped zone	\$33	\$53	\$73
	Parking in prohibited zone, including bus stop, taxi stand and loading zone	\$33	\$53	\$73
	Parking left side to curb (except on one-way streets)	\$33	\$53	\$73
	Parking motor running, car unattended	\$33	\$53	\$73
	Parking not fully within metered Space	\$33	\$53	\$73
	Parking of inoperative vehicle	\$33	\$53	\$73
	Parking on a bridge	\$33	\$53	\$73
	Parking on front or side lawn	\$33	\$53	\$73
	Parking on margin	\$33	\$53	\$73
	Parking on private property	\$33	\$53	\$73
	Parking on street during maintenance hours (2 am – 6 am)	\$33	\$53	\$73
	Parking opposite a fire station curb	\$33	\$53	\$73
	Parking over legal limit:	\$28	\$48	\$68
	Parking to wash/polish/grease/repair vehicle	\$33	\$53	\$73

Parking Cont'd

201-82	Parking Violation Fees Cont'd		After 14 days	After 28 days
	Parking with expired meter:	\$18		
	By next business day	\$23	\$53	\$63
	Parking within 15 ft of a fire hydrant	\$63	\$83	\$103
	Parking within 20 ft of a cross walk	\$33	\$53	\$73
	Parking within 200 ft of a crash scene	\$33	\$53	\$73
	Parking within 30 ft of stop sign	\$33	\$53	\$73
	Parking within 50 ft of R/R crossing	\$33	\$53	\$73
	Parking within 500 ft of a fire scene	\$33	\$53	\$73
	Parking: blocking fire hydrant	\$63	\$83	\$103
	Parking: double parking	\$33	\$53	\$73
	Parking: night parking in prohibited zone	\$33	\$53	\$73
	Safety zone and curb	\$33	\$53	\$73

Parks

78-125	Park Reservation Fees	
	Gazebo Rental (Riverside Park)	\$150/first 2 hours
	Amphitheater Rental (Frog Island Park)	\$150/first 2 hours
	Pavilion Rental (resident)	\$75/first 2 hours
	Pavilion Rental (nonresident)	\$90/first 2 hours
	Each addition hour of pavilion rental	\$35 per hour
	Riverside Park Key (refundable deposit)	\$25
	Water Utility Fee (refundable deposit)	\$25
	Security deposit for the Gazebo and Pavilions are merged info Class 1 and 2 application fees.	
	Rental fees for Riverside and Frog Island Park are merged into Class 3 and 4 permit application fees and are subject to additional Capital Park Improvement and/or Administrative Fees for coordinating public park use, per day.	
	Special Event Applicant shall reimburse City for actual costs of cleanup (including but not limited to Public Works employees) required if applicant fails to comply with cleanup agreement. [employee and equipment costs shall be reimbursed at hourly rate + 10% (non-profit events) or +15% (for-profit events)]	

Planning and Development

	General & Administrative	
	Zoning Map or Text copies; Copies of adopted plans	Actual cost; see FOIA policy
	Marihuana Location Letter	\$200
	Code Compliance Letter	\$100
	Zoning	
122-303	Zoning Map amendment	\$1,500
	Zoning Text amendment	\$1,000
	Appeal of staff interpretation	\$500
	Specific interpretation	\$500
	Area Variance – SF Residential	\$500
	Area Variance – other use	\$1,000
	All variance types: each variance requested beyond first on same site/application	\$250
	Pre-development meeting (related to site plan)	\$150
	Administrative fee for site work started without issuance of applicable permit	\$50
	Site Plan Review *plus engineering review fees as applicable	\$500 +*
	Site Plan review (additional revision review)	\$200
	Sketch Plan Review	\$100
	Site inspections by P&D Dept. staff after first compliance inspection	\$50
	Special Exception permit for fee in-lieu of providing off street parking (per space)	\$345/Per space annually
	Address Assignment	\$100/Per address or \$500 per development
	Special Use permit	\$400
	Designation of Special Nonconforming Status	\$400
	Temporary Use – Concession Sale Review	\$50
	Garden on vacant residential lot	\$25
	Use of a public commercial area parking space during construction, see Special Events	
	Sidewalk Signs	See sign permit fee
122-704	PUD Application*	\$2,000+ * *plus \$5/1,000 sf of new or redeveloped non-residential or \$5/unit of new or redeveloped residential construction and engineering review fees

Planning and Development Cont'd

	Zoning Cont'd	
	PUD Application (Adaptive Re-Use)	\$1,000
94-271	Alley/Street Closure (Application fee plus construction escrow)	\$750 fee + \$1,000 escrow
94-291	Alley/Street Vacation	\$1,500
122-625	Lot split application	\$50
	Tax Abatement	
	Creation of a District (public notice, preparation for City Council)	\$1,000
	Application review and recommendation	\$500
	Historic Preservation	
54-81	Historic District work permit application fee	\$45 + *
		*plus \$5 per \$3,000 of labor and material
	Administrative Fee for HDC work started without issuance of applicable permit	\$50
	Historic District work permit application fee, flat fee for paint-only application	\$10
122-309	Engineering: Site Review Phase	
	Site Plan Review	\$500
	Site Plan Review - Beyond Initial Two	\$250
	Site Plan Review – Planned Unit Development – Adaptive Reuse PUD	\$500
	Site Plan Review – Planned Unit Development – Less than 5 acres	\$1,000
	Site Plan Review – Planned Unit Development – More than 5 acres	\$1,800
	Planned Unit Development Review – Beyond Initial Two	\$500
	Preapplication Meeting	\$200
122-309	Engineering: Plan Review Phase	
	Construction Estimate less than \$50,000	6% - Minimum \$500
	Construction Estimate between \$50,000 - \$100,000	5% + Minimum \$3,500
	Construction Estimate between \$100,000 - \$500,000	3% - Minimum \$6,000
	Construction Estimate more than \$500,000	2.5% - Minimum \$12,000

Planning and Development Cont'd

122-309	Engineering: Construction Phase	
	Construction Estimate less than \$50,000	9% - Minimum \$1,000 Construction
	Construction Estimate between \$50,000 - \$100,000	\$6,000 + 8% of amount over \$50,000
	Construction Estimate between \$100,000 - \$500,000	\$11,500 + 6% of amount over \$100,000 construction
	Construction Estimate more than \$500,000	\$35,000 + 5% of amount over \$500,000 construction
	Notes: -Engineering Site Plan and Engineering Plan Review fees are nonrefundable. -Initial Engineering Site Plan Review Fee covers two (2) reviews. -Initial Engineering Plan Review Fee covers three (3) reviews. -Construction Escrow collected in excess of incurred costs will be refunded upon final acceptance of project. -These fees are for the City Engineer only. Additional fees from other City Departments may apply.	

Police

38-40	False Alarms	
	Police	
	First occurrence in calendar year	Warning
	Second occurrence in calendar year	\$100
	Third occurrence in calendar year	\$200
	Fourth occurrence in calendar year	\$300
	Each additional occurrence in calendar year	Add \$100 to previous fine
38-78	Incidents involving Persons Driving Under The Influence	
	OWI	\$155
	OWI with accident	\$205
	OWI with blood draw	\$230
	All reports	Actual cost, see FOIA policy
	Bicycle Registration Fees	
102-34	Bicycle registration fee	\$5
102-34	Bicycle registration fee – change of ownership	\$5
102-34	Bicycle registration fee – loss of license plate	\$5
	Bike license	N/A
	Transfer of bike license	N/A
	Audio/Visual	
	Photographs, Audio, Visual	Actual cost, see FOIA policy
	Misc. Police Fees	
	Public vehicle license	\$30
	Replacement of valid public vehicle license	\$30
	Gold and silver registration (approval)	\$55
	Gold and silver registration (if denied)	\$35
	Preliminary Blood Testing (court ordered)	\$20
	Fingerprinting (court ordered and liquor control only)	No charge
	Fingerprinting (Live scan)	\$65
	Fingerprinting (Ink prints)	\$20/card
	Gun purchase (first card)	\$0 (State law)
	Processing bond money for other departments	\$10 (State law)
	24 hour Liquor License	N/A

Special Events

	Labor Fees	Per Hour
	Police Officer	\$59
	Police Sergeant	\$74
	Police Lieutenant	\$76
	Dispatcher	\$76
	Dispatch Supervisor	\$96
	Dispatch	\$39
	Firefighter	\$40
	Firefighter Officer	\$48
	DPS Operator ST	\$38
	DPS Operator OT	\$57
	DPS Operator DT	\$75
	DPS Supervisor ST	\$44
	DPS Supervisor OT	\$66
	DPS Supervisor DT	\$88
	Administrative Services	Per Hour
	Parade Route	\$90
	Traffic Control Plan	\$90
	Walk/Run Route	\$90
	Note: Special Event Applicant shall reimburse the City for all actual costs incurred by the Ypsilanti Department of Public Works and Police Department related to the event as determined no later than 14 days prior to the event during pre-event meeting (employee and equipment costs shall be reimbursed at hourly rate + 10% (non-profit events) or + 15% (for-profit events))	
	Equipment: Police and Fire	
	Mobile Command	\$13
	Police Cruiser	\$9
	Class 1 Engine	\$495
	Aerial Truck	\$715
	Support Vehicle	\$165
	Equipment: Department of Public Services	
	Custom temporary "No Parking" signs includes date and time (per bundle of 10)	\$35 per 10
	Barricades – small	\$5/day
	Barricades – large (for street closures)	\$17/day
	Traffic Cones 18" or 25"	\$3/day
	Traffic Cones 42"	\$4/day
	Road Signs	\$9/day
	Car – Crown Vic	\$11/hr
	Arrowboard (V #2)	\$6/hr
	Snow Blower (V #3)	\$4/hr
	Stake Truck (V #131)	\$10/hr
	Pickup Truck (V #101)	\$10/hr
	Small Dump Truck (V #104)	\$10/hr

Special Events Cont'd

Equipment: DPS Cont'd		
	Large Dump Truck – no plow (V #109 no plow)	\$48/hr
	Pickup Truck with Aerial Lift (V #122)	\$15/hr
	Trailer (V #117)	\$7/hr
	Weed Whip (V #423)	\$4/hr
	Mower (V #448)	\$26/hr
	Sweeper (V #142)	\$105/hr
	Loader (V #129)	\$70/hr
	Rear Packet Truck (V #603)	\$29/hr
	Bobcat (V #128)	\$51/hr
	Bobcat with Palled Fork (V #128A)	\$57/hr
	Bobcat with Jackhammer (V #128B)	\$62/hr
	Bobcat with Backhoe (V #128C)	\$54/hr
	Bobcat with Stump Grinder (V #128D)	\$99/hr
	Bobcat with Snow Pusher Blade & One Way Blade (V #128E)	\$194/hr
	Bobcat with Auger bit 24" (V #128F)	\$57/hr
	Bobcat with Tree Auger (V #128G)	\$57/hr
	Bobcat with Grader (V #28H)	\$64/hr
	Bobcat with Soil Conditioner (V #128I)	\$66/hr
	Bobcat with Brush Hog (V #128J)	\$64/hr
Application and Permit Fees		
10-268	Festival – Special Events use fees and Park Registration fees (merged in 2009)	
	Special Events Application (nonrefundable)	\$35
Special Events Permit Fees (non-refundable; due in 14 days in advance)		
	Class 4a events (alcohol, more than 10,000 participants)	\$750/day
	Class 4 events (more than 10,000 participants)	\$600/day
	Class 3a events (alcohol)	\$600/day
	Class 3 events	\$400/day
	Class 2 events	\$200
	Class 1 events	\$100
	Local Street Closure Permit (per street/per day)	\$200
	Major Street Closure Permit (per street/per day)	\$1,000
	Recurring Event Permit	See Special Events Policy
	Wedding Permit	See Special Events Policy
	Noise Permit	\$100
	Sign/Banner Permit	\$35
	Banner Fees (non-refundable, due 30 days in advance, must receive approval from business district association)	Actual Cost (2 hour min.)

Special Events Cont'd

	Event Security Deposit (refundable; due 14 days in advance)	
	Class 4a events (alcohol, more than 10,000 participants)	\$6,000
	Class 4 events	\$5,000
	Class 3a events (alcohol, less than 10,000 participants)	\$2,000
	Class 3 events	\$1,000
	Class 2 events	\$500
	Class 1 events	\$100
	Surety bond in lieu of damage deposit (subject to City Attorney approval)	\$10,000
	Capitol Park Improvement Fee	Per Day
	Class 1 events	
	Class 2 events	
	Class 3 events	\$750
	Class 3a events	\$1,500
	Class 4 events	\$1,500
	Class 4a events	\$1,500
	Utility Free – Electric	
	Class 4 events	\$100
	Class 3 events	\$100
	Class 2 events	\$35
	Class 1 events	\$35
	Utility Free – Water	
	Class 4 events	\$55
	Class 3 events	\$55
	Class 2 events	\$20
	Class 1 events	\$20
10-271	Vendors requiring hard wiring electricity (Licensed electrician required to complete permit application. Work must be inspected by City Building Department).	No Hard Wiring
	Trash and Clean Up	
	Applicant(s) shall reimburse City for actual costs of cleanup (including but not limited to Public Works employees) required if applicant fails to comply with cleanup agreement (employee costs shall be reimbursed at hourly rate + 10% overhead).	
	Trash per cubic yard	\$45/cubic yard
	Site Restoration	
	Failure to restore site by 1:00 p.m. day following event	\$200/day
	City site restoration	\$200, plus labor and fringes

Special Events Parking

10-312/10-268	Parking Space Rental Use – per day	\$25 (meter and non-meter)
	Parking Officer	\$40
	Special Events Parking Permit	\$12/day
	Parking Lot Rental (Class 1 and 2 Events)	\$350/day and up
	Parking Lot Rental (Class 3 and 4 Events)	\$500/day and up
	Notes: The City reserves the right to approve public parking lot rentals on a case by case basis as well as charge for parking during special events.	

Treasurer

Ord. Sec. No.	Traffic and Vehicle Fees	
102-104 (a) (3)	Contractor service pass (each)	\$33
102-104 (a) (4)	Employee service pass (each)	\$300
	Annual renewal	\$300
102-106 (a)	Fine for parking without permit	\$50
102-104 (a) (3)	Contractor service pass (each)	\$33
102-104 (a) (4)	Employee service pass (each)	\$300
	Annual renewal	\$300
102-105 (d)	Residential parking permit fee, first permit	\$33
	Each additional permit	\$33
	Renewal	\$17
	Second resident visitor pass	\$17
	Non-resident service vehicle pass	\$33
	Non-resident service vehicle pass renewal	\$17
	Non-resident visitor pass issued with first service vehicle pass	\$0
	Replace lost visitor pass	\$33
	Replace lost service vehicle pass	\$33
	Replace lost residential pass	\$33
102-106 (b & c)	Use of non-owned permit	\$100
	Use of permit for commuter parking	\$100
102-35 (d)	Parking permit fee for residents in C District	
	For 4 months	\$115
	For 1 year	\$300
102-192	Civil Infraction – Pedestrian or other traffic on the median	\$50
	Misc. Fees	
	Return check for NSF	
	First check	\$50
	Second & subsequent NSF check from same person or entity within 1 year	\$60
	Downtown Employee Parking	
	For 4 months	\$115
	Annual	\$300
	Online Payment Fees	
	Amount of payment due is between \$2 - \$66	\$2/payment
	Payment amount that exceeds \$67	\$3% of payment

	A RESOLUTION SETTING FEES							
	RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that the attached fee schedule is adopted pursuant to the Ypsilanti City Code, and the following fees relating to various sections of the City Code and activities of the City are hereby established, and the various City Departments are authorized to charge and collect such fees effective immediately.							
City of Ypsilanti Amended Fee Schedule (FY 2022-23) (Res. ???)								
Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)		2022/23 Fee (\$)			
		Notary Public Service - Signature and seal (per notarized document)	10		10			
		Freedom of Information Act (FOIA) Requests	Actual cost; See FOIA Policy		Actual cost; See FOIA Policy			
Assessor	22-35	Business License Application Fee	90		See Commercial Business Inspection			
		Real Estate agent access to sketch program	0		0			
		Copy of building sketch	0.00		0.00			
Building		Plan Review Note: If sent to 3rd party review additional fees may be incurred.	20% of permit cost as deposit +		20% of permit cost as deposit +			
		Zoning review-accessory structures and fences	70		70			
		Permits						
	18-3	Building Permit						
		First \$1,000 of construction value or less	60		70			
		Each additional \$1,000 or fraction thereof	11		11			
		Demolition Permit	60		70			
		First \$1,000 of work contract or less	11		11			
		Plumbing Permit (per inspection/service/unit/appliance)	60		70			
		Electrical Permit (per inspection/service/panel/unit)	60		70			
		Mechanical Permit (per inspection/service/system/unit/appliance)	60		70			
		Sign Permit	100		100			
	94-193	Outdoor Café, Restaurant, and Beer Garden Annual Fee	75		75			
		All other permit (minimum fee)	60		70			
	14-13	Domestic Foul and Bee permit application	25		25			
		Contractor's registration						
		Residential builders, alteration and maintenance	32		32			
		Sign contractor license/registration	32		32			

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)
		Electrical contractor	32	32
		Plumbing contractor	15	15
		Mechanical contractor	15	15
	18-31(h)	Appeals to Building Board of Appeals per structure	County fees +52	County fees + 52
		Certificate of Occupancy (each unit or tenant)		
		Residential	50	50

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)
	18-153	Certificate of Compliance Inspection Fees		
		Single Family* – Initial Inspection	\$150 per unit	\$150 per unit
		Single Family* – Recertification (2-year)	\$100 per unit	\$100 per unit
		Reinspections	\$55 per inspection	\$55 per inspection
		Multi-Family Building – Recertification (2-year)		
		20 or less units	\$75 per unit	\$75 per unit
		21 or more units	\$65 per unit	\$65 per unit
		Reinspection	\$55 per inspection	\$55 per inspection
		Multi-Family Complex – Recertification (2-year)	\$250 per building inspected plus \$35	\$250 per building inspected plus \$35
		Reinspection	\$55 per inspection	\$55 per inspection
		Townhouse/Condo – recertification (2-year)	\$70 per unit	\$70 per unit
		Reinspection	\$55 per unit	\$55 per unit
		Rooming House – recertification	\$120 per structure	\$120 per structure
		Reinspection	\$55 per inspection	\$55 per inspection
		No Show Fee - Multi family (per unit)	\$55 per inspection	\$55 per inspection
		No Show Fee - 1 & 2 family (per unit)	\$85 per unit	\$85 per unit
		Late Payment Fees	Original fee plus 20% the original fee	Original fee plus 20% the original fee
		Lien Collection Fee	\$100	100
		Administrative Review Fee	\$50 per unit	\$50 per unit
		Search Warrants obtained for inspection	\$100 per unit	\$100 per unit
	18-153	Commercial/Residential Certificate of Occupancy		
		Business Occupancy Permit-Without Change of Use (initial)	75	75
		Business Occupancy Permit-With Change of Use (initial)	150	100
		Retail - Small (Under 2,500 SQ FT)	75	75
		Retail - Large (Over 2,500 SQ FT)	150	150
		Restaurant - Small (Under 2,500 SQ FT)	75	75
		Restaurant - Large (Over 2,500 SQ FT)	150	150
		Personal Service (barber, salon, tattoo, etc.)	100	100
		Medical - Small (Under 2,500 SQ FT)	75	75
		Medical - Large (Over 2,500 SQ FT)	150	150
		Medical - Large (per additional floor)	75	75
		Automotive (sales/repair/gas station)	175	175
		Assembly (hall, church, etc.)	150	150
		Industrial/Manufacturing/Warehousing - Small (Under 5,000 SQ FT)	250	250
		Industrial/Manufacturing/Warehousing - Large (Over 5,000 SQ FT)	350	350

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)			2022/23 Fee (\$)
		Business Occupancy Permit Application Fee (with and without change of use)				90
		Business (General - Large)				150
		Business (General - Small)				75
		Chapel/Funeral Home				150
		Educational				100
		Late Payment Fees	Original fee plus 20% the original fee			Original fee plus 20% the original fee
		Lien Collection Fee			\$100	100
		Inspection (2 or more)				55
		Inspection No Show/Late Cancellation (per unit)				55
		Vacant Buildings				
	18-190	Vacant Building Inspection Fee			150	150
		Escrow Account (Monthly)			300	300
		Vacant building - not "regularly occupied"			75	75
		New building/structure			50	50
		All other vacant buildings - including dangerous buildings			300	300
	42-69	Maintenance of exterior premises - City cleanup			50+*	50+*
		*Plus actual cost of hired contractor				
Planning and Development		General & Administrative				
		Zoning Map or Text copies; Copies of adopted plans	Actual cost; See FOIA Policy			Actual cost; See FOIA Policy
		Marihuana Location Letter				200
		Code Compliance Letter			100	100
		Zoning				
	122-303	Zoning Map amendment			1000	1500
		Zoning Text amendment			1000	1000
		Appeal of staff interpretation			250	500
		Specific interpretation			250	500
		Area Variance - SF Residential			200	500
		Area Variance - other use			450	1000
		All variance types: each variance requested beyond first on same site/application.			450	250
		Pre-development meeting (related to site plan)			75	75
		Administrative fee for site work started without issuance of applicable permit			50	50
		Site Plan Review			500+*	500+*

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)
			*plus engineering review fees as	*plus engineering review fees as
		Site Plan review (additional revision review)	75	200
		Sketch Plan Review	100	100
		Site inspections by P&D Dept. staff after first compliance inspection	25	35
		Special Exception permit for fee in-lieu of providing off street parking (per space)	345/Per Space Annually	345/Per Space Annually

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)
		Address Assignment	100/Per address or 500/per	100/Per address or 500/per
		Special Use permit	300	400
		Designation of Special Nonconforming Status	400	400
		Temporary Use-Concession Sale Review	50	50
		Garden on vacant residential lot	25	25
		Use of a public commercial area parking space during construction, see Special Events		
		Sidewalk Signs	25	See sign permit fee
	122-704	PUD Application *	1000+*	1500+*
			*plus \$5/1,000 sf of new or redeveloped non-residential or \$5/unit of new or redeveloped residential construction and engineering review fees	*plus \$5/1,000 sf of new or redeveloped non-residential or \$5/unit of new or redeveloped residential construction and engineering review fees
		PUD Application (Adaptive Re-Use)	550	550
	94-271	Alley/Street Closure (Application fee plus construction escrow)	750 fee + 1000 escrow	750 fee + 1000 escrow
	94-291	Alley/Street Vacation	1500	1500
	122-625	Lot split application	50	50
		Tax Abatement		
		Creation of a District (public notice, preparation for City Council)	200	1000
		Application Review and Recommendation	500	500
		Historic Preservation		
	54-81	Historic District work permit application fee	30+*	45+*
			*plus \$5 per \$3000 of labor and material	*plus \$5 per \$3000 of labor and material
		Administrative Fee for HDC work started without issuance of applicable permit	50	50
		Historic District work permit application fee, flat fee for paint-only application	35	10
	122-309	Engineering: Site Review Phase		
		Site Plan Review	500	500
		Site Plan Review-Beyond Initial Two	250	250
		Site Plan Review-Planned Unit Development-Adaptive Reuse PUD	500	500
		Site Plan Review-Planned Unit Development-Less Than 5 Acres	1000	1000
		Site Plan Review-Planned Unit Development-More Than 5 Acres	1800	1800
		Planned Unit Development Review-Beyond Initial Two	500	500

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)
		Preapplication Meeting	200	200
	122-309	Engineering: Plan Review Phase		
		Construction Estimate Less Than \$50,000	4.5% - Minimum 500	6% - Minimum 500
		Construction Estimate Between \$50,000 - \$100,000	4% + Minimum 2,200	5% + Minimum 3,500

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)
		Construction Estimate Between \$100,000 - \$500,000	2% - Minimum 4,000	3% - Minimum 6,000
		Construction Estimate More Than \$500,000	1.5% - Minimum 9,800	2.5% - Minimum 12,000
	122-309	Engineering: Construction Phase		
		Construction Estimate Less Than \$50,000	8.0% - Minimum 1,000 Construction	9.0% - Minimum 1,000 Construction
		Construction Estimate Between \$50,000 - \$100,000	4,000 + 7.0% of amount over 50,000	6,000 + 8.0% of amount over 50,000
		Construction Estimate Between \$100,000 - \$500,000	8,000 + 5.0% of amount over 100,000	11,500 + 6.0% of amount over
		Construction Estimate More Than \$500,000	28,000 + 4.0% of amount over	35,000 + 5.0% of amount over
		Notes: Engineering Site Plan and Engineering Plan Review fees are nonrefundable. Initial Engineering Site Plan Review Fee covers two reviews. Initial Engineering Plan Review Fee covers three reviews. Construction Escrow collected in excess of incurred costs will be refunded upon final acceptance of project. These fees are for the City Engineer only. Additional fees from other City Departments may apply.		
Clerk		City Charter	Actual cost; See FOIA Policy	Actual cost; See FOIA Policy
	6-31	Liquor License Fees		
		"A" Hotel	500	500
		"B" Hotel	500	500
		"C" Hotel	500	500
		"Tavern" beer and by the glass	500	500
		"SDD" package liquor	500	500
		"SDM" package beer and wine	500	500
		If more than one class of license held (Fee per class held)	25	25
		Transfer of ownership, including partner	500	500
		Transfer of location	300	300
		Addition of space	300	300
		Deletion of partner	300	300
		Addition of special permit, i.e entertainment, dancing or Sunday sales	315	315
		Wine Maker License	500	500
		Micro Brewer License	500	500

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)
	6-43	Application for license to sell	500	500
	10-45	Additional fee for DDA location	110	110

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)
		Entertainment & Misc. Fees		
	22-76	Bed and breakfast application fee	80	80
	22-80	Annual bed and breakfast, inn license fee	175	175
	22-117	Health club license application fee	80	80
	22-121	Annual health club fee	175	175
	22-178	Peddlers license application fee, investigation fee	100	100
	82-47	Secondhand dealer license application fee	100	100
	82-49	Issuance of annual 2nd hand dealer license	100	100
	22-182	House to house soliciting by established business, various fee (monthly rate)	80	80
		Mayor Officiating Wedding Ceremony	25	25
		Taxicab Fees-TO BE COLLECTED BY STATE		
		Voting Records		
		Qualified Voter File (disks), Printed Voter Listing, Polling location maps	Actual cost; See FOIA Policy	Actual cost; See FOIA Policy
Treasurer		Traffic and Vehicle Fees		
	102-104 (a) (3)	Contractor service pass (ea)	33	33
	102-104 (a) (4)	Employee service pass (ea)	300	300
		annual renewal	300	300
	102-106 (a)	Fine for parking without permit	60	50
	102-104 (a) (3)	Contractor service pass (ea)	33	33
	102-104 (a) (4)	Employee service pass (ea)	300	300
		annual renewal	300	300
	102-105 (d)	Residential parking permit fee, first permit	33	33
		each additional permit	33	33
		renewal	17	17
		second resident visitor pass	17	17
		non-resident service vehicle pass	33	33
		non-resident service vehicle pass renewal	17	17
		Non-resident visitor pass issued with first service vehicle pass	0	0
		replace lost visitor pass	33	33
		replace lost service vehicle pass	33	33
		replace lost residential pass	33	33
	102-106 (b&c)	Use of non-owned permit	100	100

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)			2022/23 Fee (\$)		
		Use of permit for commuter parking	100			100		
	102-135 (d)	Parking permit fee for residents in C district						
		for 4 months	115			115		
		for 1 year	300			300		
	102-192	Civil Infraction - Pedestrian or other traffic on the median.	50			50		
		Misc. Fees						
		Return check for NSF						
		first check	50			50		
		second and subsequent NSF check from same person or entity within one year (per	60			60		
		Downtown employee parking						
		for four months	115			115		
		annual	300			300		
		Online payment fees						
		Amount of payment due is between: \$2.00-\$66.00	2.00/payment			2.00/payment		
		Payment amount that exceed \$67.00	3% of payment			3% of payment		
		Building Regulations	1st	2nd	3rd	1st	2nd	3rd
	18-52	State construction code	50	100	200	\$50,	\$100,	\$200,
	18-92	Property maintenance code	\$50,	\$100,	\$200, \$225	\$50,	\$100,	\$200, \$225
	18-115	Violations generally	\$50,	\$100,	\$200,	\$50,	\$100,	\$200,
	18-134 A&B	Allow occupancy without certificate of compliance	\$100	\$300	\$500	\$100	\$300	\$500
		Environment & Nuisance	1st	2nd	3rd	1st	2nd	3rd
	42-55	Property maintenance nuisance	\$50,	\$100,	\$200,	\$50,	\$100,	\$200,
	42-68	Litter (see 70-38)	\$50,	\$150,	\$300,	\$50,	\$150,	\$300,
	71-72	Specific Violations (raw building materials, junk waste, abandoned refrigerators)	\$50,	\$150,	\$200,	\$50,	\$150,	\$200,
	50-34	Fire Prevention Code (when designated as blight violation)	\$100,	\$300,	\$500,	\$100,	\$300,	\$500,
		Solid Waste	1st	2nd	3rd	1st	2nd	3rd
	86-32	Disposal arrangements	\$50,	\$100,	\$200, \$225	\$50,	\$100,	\$200, \$225
	86-33	Commercial properties	\$50,	\$100,	\$200, \$225	\$50,	\$100,	\$200, \$225
			\$75 after 10 business days	\$125 after 10 business days	after 10 business days	\$75 after 10 business days	\$125 after 10 business days	after 10 business days
	86-34	Residential properties	\$50,	\$100,	\$200, \$225	\$50,	\$100,	\$200, \$225
	86-35	Multiple Dwellings	\$50,	\$100,	\$200, \$225	\$50,	\$100,	\$200, \$225
	86-54	Peak Times	\$50,	\$100,	\$200, \$225	\$50,	\$100,	\$200, \$225
		Snow Removal	1st	2nd	3rd	1st	2nd	3rd
	94-136	Snow removal from sidewalk adjacent to residential and commercial premises	\$15,	\$50,	\$200, \$225	\$15,	\$50,	\$200, \$225
	94-136	Snow removal from parking lot serving less than 10 dwelling units	\$15,	\$50,	\$200, \$225	\$15,	\$50,	\$200, \$225

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)			2022/23 Fee (\$)		
Administrative Hearings Bureau	94-136	Snow removal from parking lot serving 10 or more dwelling units	\$15, \$40 after 10 business days	\$50, \$75 after 10 business days	\$200, \$225 after 10 business days	\$15, \$40 after 10 business days	\$50, \$75 after 10 business days	\$200, \$225 after 10 business days
		Vegetation	1st violation	2nd violation	3rd violation	1st violation	2nd violation	3rd violation
	110-34	Trees and shrubs	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days
	110-81	Grass and weed control	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days
	110-85	Lien collection charge for cost of cutting weeds	50					
		Zoning Violations	1st violation	2nd violation	3rd violation	1st violation	2nd violation	3rd violation

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)			2022/23 Fee (\$)		
			\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days
	122-375	Zoning						
		AHB Ordinance Costs						
		Abatement costs	Actual cost plus fee			Actual cost plus fee		
		Prosecution Costs			75			75
		Building Costs			75			75

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)
		Administrative Hearings Bureau (AHB) Costs	250	250
		Administrative Hearings Bureau Costs - Waiver	Waive \$50 in AHB Costs if paid within	Waive \$50 in AHB Costs if paid within
		State JSA (set by state statute)	10	10
		Continuance/Adjournment	50	50
		Default	50	50
		Show Cause	50	50

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)
		Motion to Set Aside Default	50	50
		Street cut or curb cut - per opening	60	60
		Right of Way permit (sidewalk)	60	60

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)			2022/23 Fee (\$)
Department of Public Services		Right of Way permit (utility)	130			130
		Penalty fee for failing to apply for Right of Way, excavation, curb cut permit or sidewalk replacement permit before work begins. Fee is in addition to permit fee.	60			60
		Bond amount: Contractor shall furnish either a cash bond or a performance bond acceptable to the City of Ypsilanti and in compliance will all requirements of law that is to remain in effect for a period of not less than 18 months from work start date.				
		property line to back of curb	3000			3000
		property line to 1/2 pavement width	5000			5000
		property line to full pavement width	10,000			10,000
		each boring pit			250	250

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)			2022/23 Fee (\$)
	94-112	Moving building, license application fee (*Owner also responsible for materials used)	320+*			320+*
		Recycle bins - each	10			12
		Recycle carts - each				75
		Trash Stickers	2.50			2.50
		Bulk Item stickers			20.00	20.00
		Freon Removal stickers			35.00	35.00
	110-77	Manufactured Fertilizer Commercial Applicator	25			25
		Small Cell Wireless Facilities Deployment				
		When such deployment will require a new or replacement pole in right of way				300
		When such deployment will not require a new or replacement pole in right of way				200
		For zoning applications to install or modify a wireless support structure in right of way				1000
		To install or modify a small wireless facility outside the right of way				500
		Annual rent: per small cell wireless facility per year				20
		Annual rent: For utility pole or support structure erected by or on behalf of a wireless provider after March 12, 2019				125
		Code Enforcement				
	86-87	Mowing per 50 x 100 Lot				
		Under 12 inches				40
		Over 12 inches				80
	86-87	Brush Removal				100
	42-74	Trash Removal				100+
	42-74	Furniture Removal				225
	86-87	Weed/Brush hog				300+
	94-133	Snow/Ice Removal per 50 x 100 Lot				50+
		Administrative Fees				
		Administration fee (monthly billings & special service invoices)	10% for annual amounts less than \$25,000			10% for annual amounts less than \$25,000
		Administration fee (monthly billings & special service invoices)	5% for annual amounts over \$25,000			5% for annual amounts over \$25,000
		Late fee for invoices				

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)
		Over 30 days	2%	2%
		Over 60 days	Additional 2%	Additional 2%
		Removal of abandoned materials in City Right-of-Way (Barricades, Construction Signs, etc.)	50	50
		Daily Storage Fee per item for abandoned materials removed from City Right-of-Way (Barricades, Construction Signs, etc.)	5	5
Facilities		Facilities and Public Property		
	78-124	Fees for rental of Senior Citizens center, Parkridge Community Center and Rutherford		
		Senior Center (2 hr min.)	55/hr	55/hr
		Parkridge Community Center (2 hr. min.)	30/hr	30/hr
		Rutherford Pool		
		SINGLE ENTRY		
		Youth (ages 3-17)	3	3
		Adults (ages 18-54)	4	4
		Youth during Family Swim	2.25	2.25
		Seniors (ages 55 and above)	2.75	2.75
		SEASON PASSES		
		Individuals (12yrs and above)	110	110
		Seniors (ages 55 and above)	75	75
		Family (includes tot splash)	265	265
		PUNCH CARD PASSES (5 ENTRIES)		
		Youth (ages 3-7)	12	12
		Adult (ages 18-54)	16	16
		Seniors (ages 55 and above)	11	11
		TOT SPLASH	1.75/child	1.75/child

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)
		(Free with family season pass)		
		Freighthouse Plaza	*	
		Damage deposit (refundable, due 14 days in advance)	200	200
		Fees for Rutherford Pool shall be determined by the Friends of Rutherford Pool based on cost of service, projected attendance and other cost factors. Fees shall be approved by the City Manager and posted on the City's website.		
		Senior Center, Parkview and Pool renters shall reimburse the City for actual costs of cleanup (including but not limited to Public Works employees) required if applicant fails to comply with cleanup agreement (employee costs shall be reimbursed at hourly rate +10% (non-profit events) or +15% (for-profit events))		
		Fees for the Freighthouse shall be determined by the Friends of the Ypsilanti Freighthouse based on the terms of the Operation and Management agreement.		
		Default: Any person in default for 30 days or more shall be ineligible for a park reservation, special event permit, noise permit, street closing permit or city facility rental for eighteen months		
Parks	78-125	Park Reservation Fees		
		Gazebo Rental (Riverside Park)	100/first 2 hours,	150/first 2 hours
		Amphitheater Rental (Frog Island Park)	100/first 2 hours,	150/first 2 hours
		Pavilion Rental (resident)	55/first 2 hours,	75/first 2 hours
		Pavilion Rental (nonresident)	65/first 2 hours,	90/first 2 hours
		Each Additional Hour of Pavillion Rental		35 per hour
		Riverside Park Key (refundable deposit)	25	25
		Water Utility Fee (refundable deposit)	25	25
		Security deposit for the Gazebo and Pavilions are merged into Class 1 and 2 application fees		
		Rental fees for Riverside and Frog Island park are merged into Class 3 and 4 permit application fees, and are subject to additional Capital Park Improvement and/or Administrative Fees for coordinating public park use, per day.		
		Special Event Applicant shall reimburse the City for actual costs of cleanup (including but not limited to Public Works employees) required if applicant fails to comply with cleanup agreement. [employee and equipment costs shall be reimbursed at hourly rate +10% (non-profit events) or +15% (for-profit events)]		
Fiscal Services		Reprint of W-2/1099-R, Copy of Payroll check stub (non-public)	Actual cost; See FOIA Policy	Actual cost; See FOIA Policy

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)
Film Permit	10-312	Permit for Film on Public Property	250	250
		Permit for Film on Private Property	100	100
		Deposit (if City Services are required)	3000	3000
		Daily Public Property Use-per day	107	107
	10-312 /10-268	Parking Space Rental/per day	25 (meter and non-meter)	25 (meter and non-meter)

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)
		Parking Officer	29	40
Special Events Parking		Special Events Parking Permit	10/day	12/day
		Parking Lot Rental (Class 1 and 2 Events)	\$250/day & up	350/day & up
		Parking Lot Rental (Class 3 and 4 Events)	\$350/day & up	500/day & up
		Notes: The City reserves the right to approve public parking lot rentals on a case by case basis as well as charge for parking during special events.		
		Labor Fees		
		Police Officer	53/hr	59/hr
		Police Sergeant	67/hr	74/hr
		Police Lieutenant	69/hr	76/hr
		Dispatcher	69/hr	76/hr
		Dispatch Supervisor	87/hr	96/hr

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)
		Dispatch	35/hr	39/hr
		Firefighter	36/hr	40/hr
		Firefighter Officer	43/hr	48/hr
		DPS Operator ST	34/hr	38/hr
		DPS Operator OT	51/hr	57/hr
		DPS Operator DT	68/hr	75/hr
		DPS Supervisor ST	40/hr	44/hr
		DPS Supervisor OT	60/hr	66/hr
		DPS Supervisor DT	80/hr	88/hr
		Administrative Services		
		Parade Route	81	90/hr
		Traffic Control Plan	81	90/hr
		Walk/Run Route	81	90/hr
		Special Event Applicant shall reimburse the City for all actual costs incurred by the Ypsilanti Department of Public Works and Police Department related to the event as determined no later than 14 days prior to the event during pre-event meeting. (employee and equipment costs shall be reimbursed at hourly rate +10% (non-profit events) or +15% (for-profit events)]		
		Equipment: Police & Fire		
		Mobile Command	11.44	13
		Police Cruiser	8.09	9
		Class 1 Engine	450	495
		Aerial Truck	650	715
		Support Vehicle	150	165
		Equipment: Department of Public Services		
		Custom Temp No Parking Signs Includes Date & Time (per bundle of 10)	25.00 per 10	35.00 per 10
		Barricades - small	4.00/Day	5.00/day
		Barricades - large (for street closures)	15.00/Day	17.00/day
		Traffic Cones 18" or 25"	2.00/Day	3.00/day
		Traffic Cones 42"	3.00/Day	4.00/day
		Road Signs	8.00/Day	9.00/day
		Car - Crown Vic	9.28/Hr	11.00/hr

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)
		Arrowboard (V #2)	5.04/Hr	6.00/hr
		Snow Blower (V #3)	3.34/Hr	4.00/hr
		Stake Truck (V #131)	8.58/Hr	10.00/hr
		Pickup Truck (V #101)	8.48/Hr	10.00/hr
		Small Dump truck (V #104)	8.58/Hr	10.00/hr
		Large Dump truck-no plow (V #109 no plow)	42.84/Hr	48.00/hr

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)
Special Events		Pickup Truck with Aerial Lift (V #122)	13.36/Hr	15.00/hr
		Trailer (V-117)	6.12/Hr	7.00/hr
		Weed Whip (V #423)	3.42/Hr	4.00/hr
		Mower (V 448)	23.33/Hr	26.00/hr
		Sweeper (V #142)	95.05/Hr	105.00/hr
		Loader (V #129)	62.86/Hr	70.00/hr
		Rear Packet Truck (V#603)	25.54/Hr	29.00/hr
		Bobcat (V#128)	46.06/Hr	51.00/hr
		Bobcat with Palled Fork (V# 128A)	51.05/Hr	57.00/hr
		Bobcat with Jackhammer (V# 128B)	55.90/Hr	62.00/hr
		Bobcat with Backhoe (V# 128C)	49.02/Hr	54.00/hr
		Bobcat with Stump Grinder (V#128D)	90.03/Hr	99.00/hr
		Bobcat with Snow Pusher Blade & One way Blade (V# 128E)	175.94/Hr	194.00/hr
		Bobcat with Auger bit 24" (V# 128F)	52.10/Hr	57.00/hr
		Bobcat with Tree Auger (V# 128G)	52.10/Hr	57.00/hr
		Bobcat with Grader (V# 128H)	57.85/Hr	64.00/hr
		Bobcat with Soil Conditioner (V# 128I)	59.56/Hr	66.00/hr
		Bobcat with Brush Hog (V# 128J)	58.50/Hr	64.00/hr
		Application and Permit Fees		
	10-268	Festival - Special Events use fees and Park Registration Fees (merged in 2009)		
		Special Events Application Fee (nonrefundable)	25	35
		Special Events Permit Fees (nonrefundable, due 14 days in advance)		
		Class 4a events (alcohol, more than 10,000 participants)	500/day	750/day
		Class 4 events (more than 10,000 participants)	400/day	600/day
		Class 3a events (alcohol)	300/day	600/day
		Class 3 events	200/day	400/day
		Class 2 events	65	200
		Class 1 events	55	100
		Local Street Closure Permit (per street) (per day)	200	200
		Major Street Closure Permit (per street) (per day)	350	1000
		Recurring Event Permit	See Special Events Policy	See Special Events Policy

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)
		Wedding Permit	<i>See Special Events Policy</i>	<i>See Special Events Policy</i>
		Noise Permit	20	100
		Sign/Banner Permit	28	35
		Banner fees (non-refundable, due 30 days in advance, must receive approval from business district association)	Actual Cost (2 hours min.)	Actual Cost (2 hours min.)
		Event Security deposit (refundable, due 14 days in advance)		
		Class 4a events (alcohol, more than 10,000 participants)	6000	6000

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)
		Class 4 events	5000	5000
		Class 3a events (alcohol, less than 10,000 participants)	2000	2000
		Class 3 events	1000	1000
		Class 2 events	500	500
		Class 1 events	100	100
		Surety bond in lieu of damage deposit (subject to City Attorney approval)	10,000	10,000
		Capital Park Improvement Fee		
		Class 1 events	0	
		Class 2 events	0	
		Class 3 Events	250/day	750/day
		Class 3a events	1000/day	1500/day
		Class 4 events	1000/day	1500/day
		Class 4a events	1000/day	1500/day
		Utility Fee-Electric		
		Class 4 events	\$100/Day	100/Day
		Class 3 events	\$100/Day	100/Day
		Class 2 events	25/Day	35/day

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)
		Class 1 events	25/Day	35/day
		Utility Fee-Water		
		Class 4 events	50/Day	55/day
		Class 3 events	50/Day	55/day
		Class 2 events	15/Day	20/day
		Class 1 events	15/Day	20/day
	10-271	Vendors requiring hard wiring electricity (Licensed electrician required to complete permit application. Work must be inspected by City Bldg. Dept.)	No Hard Wiring	No Hard Wiring
		Trash and Clean Up		
		Applicant(s) shall reimburse the City for actual costs of cleanup (including but not limited to Public Works employees) required if applicant fails to comply with cleanup agreement.(employee costs shall be reimbursed at hourly rate +10% overhead)		
		Trash per cubic yard	30.00/cy	45.00/cy
		Site Restoration		
		Failure to restore site by 1:00 p.m. day following event	50/day	200/day
		City site restoration	\$150, plus labor and fringes	200, plus labor and fringes
Medical Marijuana		Medical Marijuana		
	22-205	Medical Marijuana Application	5000	5000
	22-205	License Revocation Appeal	1100	1100
	22-205	Relocation Application	5000	5000
	22-205	Application Renewal	5000	5000
Fire	50-34	Fire Prevention		
		Initial Certificate of Occupancy for Fire Safety Inspection		
		This fee is included is certificate of occupancy application and is paid to the building department	\$75	75
		First re-inspection	\$0	0
		Additional re-inspections or no-show.	\$50 per re-inspection	50 per re-inspection
		Annual Fire Safety Inspection		

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)
		Annual inspection (no fee if compliance is maintained since last year)	\$0	0

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)
		Additional necessary annual re-inspection or no show	\$50	50
		Inspection in large facilities or requiring more than one hour	\$50/Hr.	50/hr
		Acceptance Tests		
		Sprinklers systems, fire alarms, fire pump...	\$50/Hr.	50/hr
		Plan Review		
		Occupancy calculation, fireworks, special venues, concerts...		
			\$50/Hr.	50/hr
		Fire Investigation		
		Origin and cause	\$50/Hr.	50/hr
	38-135	Fire Suppression		
		CLASS 1 ENGINE	450 with crew	450 with crew
		AERIAL TRUCK	650 with crew	650 with crew
		SUPPORT VEHICLE	150 with crew	150 with crew

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)			2022/23 Fee (\$)		
		FIRE FIGHTER	36			36		
		FIRE OFFICER	43			43		
		FIRE INSPECTOR	43			43		
		EMS Standby (2 EMTs)	\$80 / Hour			80 / Hour		
		Fire Standby Pyrotechnic (includes inspection)	250			250		
		Fire Display (includes inspection)	250			250		
		Fire inspection	75			75		
	*	Fire re-inspection	50			50		
		Fire Investigation (Additional Fee if over 10 hours)	500			500		
		Fire permits	50			50		
	38-40	False Alarms						
		First occurrence in a calendar year			Warning			Warning
		Second occurrence in a calendar year			\$200			\$200
		Third occurrence in a calendar year			\$400			\$400
		Fourth occurrence in a calendar year			\$600			\$600
		Each additional occurrence in calendar year	Add \$200 to		Add \$200 to	Add \$200 to		Add \$200 to
Police	38-40	False Alarms						
		Police						
		First occurrence in calendar year	Warning			Warning		
		Second occurrence in calendar year	100			100		
		Third occurrence in calendar year	200			200		
		Fourth occurrence in calendar year	300			300		
		Each additional occurrence in calendar year	Add \$100 to previous fine			Add \$100 to previous fine		
	38-78	Incidents Involving Persons Driving Under The Influence						
		OWI	155			155		
		OWI with accident	205			205		
		OWI with blood draw	230			230		
		All reports	Actual cost; See FOIA Policy			Actual cost; See FOIA Policy		
		Bicycle Registration Fees						
	102-34	Bicycle registration fee	5			5		
	102-34	Bicycle registration fee - change of ownership	5			5		

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)			2022/23 Fee (\$)
	102-34	Bicycle registration fee - loss of license plate	5			5
		Bike license	n/a			n/a
		Transfer of bike license	n/a			n/a
		Parking Fees				

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)			2022/23 Fee (\$)		
	102-61 (a)	Parking rates: per hour	0.75			0.75		
	102-61 (b)	10 hour parking per hour	0.5			0.5		
	102-62	Impound Vehicles:						
		Impound - private property	30			30		
		Impound - police -tow-admin. fee	40			40		
		Parking Violation Fees		After 14 days	After 28 days		After 14 days	After 28 days
	102-81 (a)	Parking violations - failure to admit responsibility	20.00	40.00	60.00	20.00	40.00	60.00
		additional notice violation fee	30.00	50.00	70.00	30.00	50.00	70.00
	102-82	Schedule of violation fees:						
		Blockading: alley, sidewalk, crosswalk, driveway, emergency exit, fire escape, traffic	42.58	62.58	82.58	43.00	63.00	83.00
Parking		Blockading: traffic	47.58	67.58	87.58	48.00	68.00	88.00
		Display advertising	32.58	52.58	72.58	33.00	53.00	73.00
		Displaying cars "for sale" on City property	32.58	52.58	72.58	33.00	53.00	73.00
		Improper parking	32.58	52.58	72.58	33.00	53.00	73.00
		Parking alongside/opposite street excavation	32.58	52.58	72.58	33.00	53.00	73.00
		Parking for over 48 hours	32.58	52.58	72.58	33.00	53.00	73.00
		Parking in Fire lane	37.58	57.58	77.58	38.00	58.00	78.00
		Parking in emergency snow route	152.58	172.58	192.58	153.00	173.00	193.00
		Parking in handicapped zone	127.58	147.58	167.58	128.00	148.00	168.00
		Parking in prohibited zone, including bus stop, taxi stand and loading zone	32.58	52.58	72.58	33.00	53.00	73.00
		Parking left side to curb (except on one-way streets)	32.58	52.58	72.58	33.00	53.00	73.00
		Parking motor running, car unattended	32.58	52.58	72.58	33.00	53.00	73.00
		Parking not fully within metered space	32.58	52.58	72.58	33.00	53.00	73.00
		Parking of inoperative vehicle	32.58	52.58	72.58	33.00	53.00	73.00
		Parking on a bridge	32.58	52.58	72.58	33.00	53.00	73.00

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)			2022/23 Fee (\$)		
		Parking on front or side lawn	32.58	52.58	72.58	33.00	53.00	73.00
		Parking on margin	32.58	52.58	72.58	33.00	53.00	73.00
		Parking on private property	32.58	52.58	72.58	33.00	53.00	73.00
		Parking on street during maintenance hours (2 am to 6 am)	32.58	52.58	72.58	33.00	53.00	73.00
		Parking opposite a fire station curb	32.58	52.58	72.58	33.00	53.00	73.00
		Parking over 12" from curb	32.58	52.58	72.58	33.00	53.00	73.00
		Parking over legal limit:	27.58	47.58	67.58	28.00	48.00	68.00
		Parking to wash/polish/grease/repair vehicle	32.58	52.58	72.58	33.00	53.00	73.00
		Parking w/o permit / residential permit required	62.58	82.58	102.58	63.00	83.00	103.00
		Parking w/ expired meter:	17.58			18.00		
		By next business day	22.58	42.58	62.58	23.00	53.00	63.00
		Parking within 15 ft. of a fire hydrant	62.58	82.58	102.58	63.00	83.00	103.00
		Parking within 20 ft of a cross walk	32.58	52.58	72.58	33.00	53.00	73.00
		Parking within 200 ft of a crash scene	32.58	52.58	72.58	33.00	53.00	73.00
		Parking within 30 ft of stop sign	32.58	52.58	72.58	33.00	53.00	73.00
		Parking within 50 ft of R/R crossing	32.58	52.58	72.58	33.00	53.00	73.00
		Parking within 500 ft of a fire scene	32.58	52.58	72.58	33.00	53.00	73.00
		Parking: blocking fire hydrant	62.58	82.58	102.58	63.00	83.00	103.00
		Parking: double parking	32.58	52.58	72.58	33.00	53.00	73.00
		Parking: night parking in prohibited zone	32.58	52.58	72.58	33.00	53.00	73.00
		Safety zone and curb	32.58	52.58	72.58	33.00	53.00	73.00
		Selling merchandise from vehicle	62.58	82.58	102.58	63.00	83.00	103.00
		Unauthorized parking on city property	32.58	52.58	72.58	33.00	53.00	73.00
Police		Audio/Visual						
		Photographs, Audio, Video	Actual cost; See FOIA Policy			Actual cost; See FOIA Policy		
		Misc. Police Fees						
		Public vehicle license			30			30
		Replacement of valid public vehicle license			30			30
		Gold and silver registration (approval)			55			55
		Gold and silver registration (if denied)			35			35
		Preliminary Blood Testing (court ordered)			20			20
		Fingerprinting (court ordered and liquor control only)			No Charge			No Charge

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)
		Fingerprinting (Live scan)	65	65
		Fingerprinting (Ink prints)	20/card	20/card
		Gun purchase (first card)	0 (State law)	0 (State law)
		Processing bond money for other departments	10 (State law)	10 (State law)
		24 hour Liquor License	n/a	n/a
City Manager	102-255	Truck Route Special or Emergency Exception Permit	150	150



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: John Barr
DATE: June 21, 2022
SUBJECT: Extend towing contract

DESCRIPTION:

Extend towing contract

SUMMARY:

The City has a towing contract that will expire on July 30, 2022. City Manager McMullan desires to extend the contract because the contractor has given good service, has competitive prices and there have been few complaints. In addition, the contractor has an office and vehicle storage yard in the city.

The City Manager reports that there would be no competitive reason to rebid the contract at this time. The City Code section 2-299 allows contracts to be extended If there would be no competitive advantage to re-bidding.

Extension of the contract is recommended.

ATTACHMENTS: Resolution to extend contract.

RECOMMENDED ACTION: Adoption of resolution to extend contract

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-151
June 21, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti contracted with Wall Street Towing, Inc., dba Budget/Stadium Towing for towing services, and

WHEREAS, the contract will expire July 30, 2022 and the City Manager is requesting a two-year extension, including terms and fees, and

WHEREAS, City Council finds that the contractor has provided satisfactory services and has a towing-storage yard in the city limits and it is in the best interest of the City to extend the contract without competitive bids,

NOW, THEREFORE, IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that the extension of the towing contract is approved for an additional two years and the Mayor and City Clerk are authorized to sign the extension agreement for and on behalf of the city, subject to the 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 21 day of June 2022

#Resolution No. 2022-151

AGREEMENT TO EXTEND TOWING CONTRACT
CITY OF YPSILANTI AND WALL STREET TOWING, INC.

The City of Ypsilanti, a Michigan Home Rule city, of One South Huron Street, Ypsilanti, Michigan, and Wall Street Towing, Inc, d/b/a Stadium Towing and Recovery, Budget Towing and Storage, of 876 Railroad Street, Ypsilanti MI 48197, contractor, hereby agree that the certain Towing Contract and extension agreement between the parties, to expire July 30, 2022, be extended on the same terms and conditions for an additional two-year term to expire on July 30, 2024.

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of _____, 2022.

WALL STREET TOWING, INC.

BY: _____
Nabil Salamay, TOWING
COMPANY AND CONTRACTOR
Its President

THE CITY OF YPSILANTI

BY: _____
Lois Richardson, Mayor

BY: _____
Andrew Hellenga, City Clerk

Approved as to Form:

John M. Barr, Ypsilanti City Attorney

CONTRACT FOR TOWING SERVICES

This contract is entered into this 18th day of July, 2017, by and between the City of Ypsilanti, a Michigan home rule city of One South Huron Street, Ypsilanti, Michigan (hereinafter CITY), and Wall Street Towing, Inc, d/b/a Budget/Stadium Milan Towing, of 876 Railroad Street, a Michigan corporation of Ypsilanti MI 48197 (hereinafter CONTRACTOR), who agree as follows:

WHEREAS the City issued a Request for Proposals (hereinafter RFP) on June 26, 2017 for towing services; and

WHEREAS CONTRACTOR properly submitted a bid to perform such services for the CITY; and

WHEREAS the CITY is desirous of obtaining towing services and the CONTRACTOR desires to provide such services;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Both the RFP and CONTRACTOR's bid are attached hereto and incorporated herein by reference. In an event of a conflict between the language of this contract and either the RFP or CONTRACTOR's bid, the language and terms of this contract shall take precedence.
2. The term of this contract shall begin on August 1, 2017 and will expire August 1, 2020. This term may be extended for an additional two years at the discretion of the City of Ypsilanti Police Department.
3. CONTRACTOR shall provide services as set forth in the RFP faithfully and diligently.
4. Compensation is discussed in Section VIII of both the RFP and CONTRACTOR's bid and page and page 26 of CONTRACTOR's bid. For clarity, the amounts as provided are below.
 - a. Road service and tow service are defined in Section VIII(B) on page 14 of both the RFP and CONTRACTOR's Bid. All charges for road service and tows are for calls for service requested by the Police Agency. The difference in charges are for those in which the Police Agency requests an impound ("YPD Impound") and those in the Police Agency does not request an impound ("YPD Assist").

	Type of Service	YPD Impound	YPD Assist
i.	Base Road Service	N/A	\$75
ii.	Base Class A Tow	\$130	\$85
iii.	Base Class B Tow	\$150	\$105
iv.	Base Class C Tow*	\$175	\$125

v.	Base Class D Tow*	\$300	\$175
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*Per hour/2-hour minimum

b. Storage costs are as follows:

- i. \$25.00 per day per unit for storage that requires no more than a Class A rated tow truck.
- ii. \$35.00 per day per unit for storage that requires no more than a Class B or C rated tow truck.
- iii. \$45.00 per day per unit over 32 feet for storage that requires a Class D rated tow truck.

c. Additional fees:

i	Extra Charge for Dollies	\$65
ii	Extra Charge for Disconnecting Linkages	\$45
iii	Extra Charge for winching (off roadway)	\$150-\$250
iv	Extra Charge for flatbeds	\$150
v	Abandons off private property	\$130 plus special equipment
vi	Motorcycles	\$185
vii	Non-Motorized, wheeled vehicle	Case-by-case
viii	Hourly rate for additional service	\$95
ix	Drop Fees	\$100
x	Hazardous materials fee	\$45
xi	Clean up	\$35

- d. Mileage: Mileage shall not be charged for towing from the point of origin to any point within the City. Towing from the point of origin to the towing company's yard shall be no charge. \$3.50 per mile may be charged for mileage driven in excess of five (5) miles from the point of hook up to any other destination.

5. Section VIII(E)(2) on page 16 of the RFP and CONTRACTOR's bid shall be amended to read:

CONTRACTOR shall provide free towing for Class A vehicles, road service and tire changing for all vehicles owned or leased by CITY during the term of this contract. CONTRACTOR shall provide towing for non-Class A vehicles at cost on a case-by-case basis.

6. Section III(A) on page 11 of the RFP and CONTRACTOR's bid shall be amended to strike the last paragraph and read as follows:

Upon request of The City of Ypsilanti, the Towing Company shall promptly dispatch suitable equipment to provide appropriate service to designated vehicles.

The City of Ypsilanti agrees to call the Towing Company to service all designated vehicles found within the City of Ypsilanti.

The City of Ypsilanti agrees to call the Towing Company to service all impounded vehicles.

7. This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether oral or written. Any modifications of this contract shall be mutually agreed upon written amendments signed by all parties.

IN WITNESS WHEREOF, the undersigned have set their hands this 19th day of July, 2017.

WALL STREET TOWING, INC.

[Redacted Signature]

Nabil Salamey, Owner/President

THE CITY OF YPSILANTI

[Redacted Signature]

Amanda Edmonds, Mayor

[Redacted Signature]

Frances McMullan, City Clerk

APPROVED AS TO FORM:

[Redacted Signature]

John M. Barr P-10475
Ypsilanti City Attorney

ATTACHMENTS:

1. RFP
2. CONTRACTOR BID
3. CONTRACT ADDENDUM

**Wall Street Towing Inc. D.B.A.
Stadium Towing & Recovery
Budget Towing & Storage**

876 RAILROAD
YPSILANTI, MICHIGAN
48197
Ph: (734)485-2055

July 17, 2020

Frances McMullan
City Manager

Dear, Mrs. McMullan:

I trust this letter is reaching you in good health and spirits. I am writing to you as a preliminary gesture to open a dialogue for the upcoming renewal of the towing contract.

As you know the contract comes to term on August 1, 2020. At which time, the City at its discretion may choose to extend the term for 2 additional 2-year terms. It is my desire and intent to exercise the extension to the contract in our mutual best interest.

WCSO has recently renewed its towing agreement with its contractors and has implemented a cost of living increase to their base rates in the light of the added expenses of insurance and fuel costs which have been exponentially increased in light of reforms being done throughout the Michigan no fault laws as they are being implemented.

The new standard rates are \$145.00 for a basic hook up and \$78.00 for the use of special equipment like dollies, go jacks, and skates. This pricing would mirror the approved pricing for both agencies eliminating confusion by staff and provide consistency across the board since both agencies are being dispatched and assisted in tandem.

I would also request that when evaluating your decisions that the value and merit of the complimentary tows and services that are performed regularly for all YPD owned vehicles in a prompt and efficient manner. This continues to benefit the constituents by ensuring that their public service officials are not impeded in performing their functions due to vehicle failure.

Its also important to note that we are the only tower in the area that is consistently in good standing for fees which are assessed to cars that are towed either by police request or private parties and the funds are remanded in a timely fashion at no cost to the City.

Considering the economy (Pandemic) and the general hardship of constituents of the area, there are valid reasons with which I can empathize not wanting to grant my requests. However, as a small business owner, these factors are exacerbated by the challenges which I contend with as well since we struggle with the unemployment issues and retraining new staff as well as the additional health requirements to keep the associates and the public safe from spreading the disease such as additional cleaning staff, PPE for all staff and customers, as well as the installation of ultra violet lights on all access points in an effort to reduce or eliminate transmission of the virus.

In closing, I am reiterating my request for an increase. The contract spells out a mechanism to allow an increase without any additional expense to the city for a rebid and since it is clearly spelled out in the contract, there is no new precedent which need be set.

I look forward to the opportunity to discuss this matter and resolve any concerns which may arise.

Respectfully,

Billy Salamey
Owner/Operator

i. Additional reasonable fees:

		Current Pricing	New Pricing
i	Extra Charge for Dollies	\$65	\$78
ii	Extra Charge for Disconnecting Linkages	\$45	
iii	Extra Charge for Winching (off roadway)	\$150-\$250	
iv	Extra Charge for Flatbeds	\$150	
v	Abandons Off Private Property	\$130 plus special equipment	\$145
vi	Motorcycles	\$185	
vii	Non-Motorized, wheeled vehicle	Case-by-case	
viii	Hourly rate for additional service	\$95	
ix	Drop Fees	\$100	
x	Hazardous Materials Fee	\$45	\$50
xi	Clean Up	\$35	\$50

- j. Mileage: Mileage shall not be charged for towing from the point of origin to any point within the City. Towing from the point of origin to the towing company's yard shall be no charge. \$3.50 per mile may be charged for mileage driven in excess of five (5) miles from the point of hook up to any other destination.

5. Section VIII(E)(2) on page 16 of the RFP and CONTRACTOR's bid shall be amended to read:

CONTRACTOR shall provide free towing for Class A vehicles, road service and tire changing for all vehicles owned or leased by CITY during the term of this contract. CONTRACTOR shall provide towing for non-Class A vehicles at cost on a case-by-case basis.

6. Section III(A) on page 11 of the RFP and CONTRACTOR's bid shall be amended to strike the last paragraph and read as follows:

Upon request of The City of Ypsilanti, the Towing Company shall promptly dispatch suitable equipment to provide appropriate service to designated vehicles.

The City of Ypsilanti agrees to call the Towing Company to service all designated vehicles found within the City of Ypsilanti.

CONTRACT FOR TOWING SERVICES

This contract is entered into this ____ day of _____, 2017, by and between the City of Ypsilanti, a Michigan home rule city of One South Huron Street, Ypsilanti, Michigan (hereinafter CITY), and Wall Street Towing, Inc, d/b/a Budget/Stadium Milan Towing, of 876 Railroad Street, a Michigan corporation of Ypsilanti, MI 48197 (hereinafter CONTRACTOR), who agree as follows:

WHEREAS the City issued a Request for Proposals (hereinafter RFP) on June 26, 2017 for towing services; and

WHEREAS CONTRACTOR properly submitted a bid to perform such services for the CITY; and

WHEREAS the CITY is desirous of obtaining towing services and the CONTRACTOR desires to provide such services;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Both the RFP and CONTRACTOR's bid are attached hereto and incorporated herein by reference. In an event of a conflict between the language of this contract and either the RFP or CONTRACTOR's bid, the language and terms of this contract shall take precedence.
2. The term of this contract shall begin on August 1, 2017 and will expire August 1, 2020. This term may be extended for an additional two years at the discretion of the City of Ypsilanti Police Department.
3. CONTRACTOR shall provide services as set forth in the RFP faithfully and diligently.



Resolution No. 2022-152
June 21, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS; Sickle Cell Disease results from a genetic mutation that causes an individual's red blood cells to distort into a C or sickle shape, reducing their ability to transport oxygen throughout the body;

WHEREAS; this disease affects approximately 100,000 people in the United States, the overwhelming majority of whom are black; and

WHEREAS; Sickle Cell Disease has primarily been considered a childhood disease, as most patients have not survived to adulthood until recently as treatments and therapeutics have advanced; and

WHEREAS; there are fewer specialists to treat adult Sickle Cell Disease than pediatric specialists, which is a key reason why Americans with Sickle Cell between the ages of eighteen and thirty are more likely than any other age group to end up in the hospital multiple times because of their condition;

WHEREAS; Senators Chris Van Hollen (D-Md) and Cory Booker (D-N.J.) introduced the Sickle Cell Care Expansion Act to improve access to medical treatment and quality of life for people suffering from Sickle Cell Disease; and

WHEREAS; This Bill will enable the National Health Service Corps to provide scholarships and loan repayment assistance for those studying benign hematology, making specializing in this field an easier financial decision and attracting more providers to the Sickle Cell Disease Workforce.

NOW THEREFORE BE IT RESOLVED; That the City Council of the City of Ypsilanti support the passage of the Sickle Cell Care Expansion Act, so that thousands of Americans with this disease can be provided the care they need to live long and fulfilling lives.

BE IT FURTHER RESOLVED; That the City Council of the City of Ypsilanti direct the City Clerk to provide this to the City of Ypsilanti's Federal leadership to encourage their support in the passage of this Act.

#Resolution No. 2022-152

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
21 day of June 2022

#Resolution No. 2022-152

Citizen Advisory Boards and Commissions Participation Resume

The people of Ypsilanti are involved in their City government and are an important part of the community's achievements. Individuals interested in receiving more information in regards to serving on an advisory board or commission are invited to contact the City Clerk's Office at 734-483-1100. Alternatively, citizens who would like to participate can submit their information in the form below.

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	Shannon Baer
------	--------------

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

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

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

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

Zip Code	48197
----------	-------

Phone Number	[REDACTED]
--------------	------------

Number of Years in the Community	5
----------------------------------	---

Ward You Live In	2
------------------	---

Education	MS in Earth and Planetary Science; BA Outdoor Recreation and Experiential Education
-----------	---

Occupation	Realtor
------------	---------

Employer	Self and Reinhart Company Realtors
----------	------------------------------------

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:

Parks and Recreation Commission, Sustainability Commission

Party Affiliation

Field not completed.

Field not completed.

Why are you interested in serving on these boards/commissions?

They are a way for me to offer my passion and talent to my community. I want to establish a community-based response to the effects of climate change.

Work/volunteer experience related to the board or commission:

background in geology; as a realtor I have been in all our neighborhoods; Dare to Lead trained; Champions for Change graduate; as a teacher I developed programs, especially outdoor programs, that develop a relationship between people and land; gardener; nature and community lover.

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

Yes

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

Yes

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

Citizen Advisory Boards and Commissions Participation Resume

The people of Ypsilanti are involved in their City government and are an important part of the community's achievements. Individuals interested in receiving more information in regards to serving on an advisory board or commission are invited to contact the City Clerk's Office at 734-483-1100. Alternatively, citizens who would like to participate can submit their information in the form below.

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	Lola Malmer
Email Address	
Address	
City	Ypsilanti
State	MI
Zip Code	48197
Phone Number	
Number of Years in the Community	16
Ward You Live In	1
Education	Washtenaw International High School
Occupation	n/a
Employer	n/a
Are you applying for youth membership?	Yes
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:

Parks and Recreation Commission

Party Affiliation

Field not completed.

Field not completed.

Why are you interested in serving on these boards/commissions?

I am interested in serving on the Parks and Recreation commission because I want to see more opportunities and greater access to recreation for all demographics in Ypsilanti. I also have a great passion for service, and there is no greater feeling than the feeling of serving your community. Growing up next to Recreation Park, I've seen how important the parks are to bringing people in the city together. I've played baseball and had birthday parties at recreation park. My hope is to contribute this commission by ensuring that younger generations will have the same opportunities I did. As a rising junior in high school, I bring in a perspective that the committee could use to understand the interests of youth in Ypsilanti.

Work/volunteer experience related to the board or commission:

During the summers of 2018 and 2019, I participated in Youth Volunteer Corps through the Ann Arbor YMCA for a week long summer camp. In those two sessions, I volunteered at various organizations including Food Gatherers, Cass Community Social Services, the Huron Watershed Council, and a senior living center in Ann Arbor.

During the 2020-21 school year, I worked with the WIHI Leo Club, I cleaned up two parks in Ann Arbor through Adopt a Park

In 2021 and 2022, I participated in the Riverside Art Center Pocket Park cleanup with my tennis team and the Ypsi Rotary Club

In June 2022 I refinished the shuffleboard courts at the Ypsilanti Senior Center as a school project

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

Yes

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

Yes

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

Citizen Advisory Boards and Commissions Participation Resume

The people of Ypsilanti are involved in their City government and are an important part of the community's achievements. Individuals interested in receiving more information in regards to serving on an advisory board or commission are invited to contact the City Clerk's Office at 734-483-1100. Alternatively, citizens who would like to participate can submit their information in the form below.

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	Ylondia Portis
Email Address	[REDACTED]
Address	[REDACTED]
City	Ypsilanti
State	MI
Zip Code	48197
Phone Number	[REDACTED]
Number of Years in the Community	5
Ward You Live In	Ypsilanti Township
Education	BS Econ & Applied Stats, MS - Integrated Marketing Communication (partially completed)
Occupation	Co- Founder of BrandHrt Evolution
Employer	Business Owner
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

Party Affiliation

Field not completed.

Field not completed.

Why are you interested in serving on these boards/commissions?

As an a local business owner and human being (lol) I have an interest in helping Ypsilanti thrive as an environment that supports residents and businesses alike. I've been appointed to the DDA for several terms. During this time, I've provided (as I've been told) a much needed perspective. As an example, while serving, I've advised and advocated for an a focus on equity. This advocacy has resulted in the establishment of the equity committee where we are doing the much needed work of building systems that support the whole community. I've also served as co-chair during my second term.

Work/volunteer experience related to the board or commission:

Co-Chair Executive Committee
Chair Equity Committee

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

Yes

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

Yes

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



Resolution No. 2022-153
June 21, 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
21 day of June 2022

#Resolution No. 2022-153