



**CITY OF YPSILANTI
CITY COUNCIL MEETING
July 12, 2022 @ 7:00 pm
COUNCIL CHAMBERS - CITY HALL
One South Huron, Ypsilanti, MI 48197
[VIRTUAL ACCESS](#)
Revised July 12, 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

- 5 - 14** A. Parks and Recreation Programming/Facilities Update - Christopher Jacobs, Community Development Director
[Presentation](#)

VII. ORDINANCES FIRST READING

- 15 - 23** A. Ordinance 1395, an ordinance entitled "PILOT for 845 Clark Rd."
1. Resolution No. 2022-154, determination.
2. Public Hearing.
3. Resolution No. 2022-155, closing the public hearing.
[Supporting Documents - Pdf](#)

- 24 - 31** B. Ordinance 1396, an ordinance entitled "PILOT for 945 Clark Rd."
1. Resolution No. 2022-156, determination.
2. Public Hearing.
3. Resolution No. 2022-157, closing the public hearing.
[Supporting Documents - Pdf](#)

VIII. CONSENT AGENDA

- 32** A. Resolution No. 2022-158, approving the Consent Agenda.
[2022-158 - Pdf](#)
- 33 - 46** B. Resolution No. 2022-159, approving the minutes of June 21, 2022.

[2022-159 - Pdf](#)

- 47 - 109** C. Resolution No. 2022-160, approving Ordinance 1395, and Ordinance entitled "Planned Unit Development: Financial Services Use at 611 W. Cross St.
(Second Reading)
[2022-160 - Pdf](#)

- 110 - 132** D. Resolution No. 2022-161, adding an additional entity to the Community Benefits Agreement/Emergency Services Agreement for 845 and 945 Clark Road.
[2022-161 - Pdf](#)

IX. RESOLUTIONS/MOTIONS/DISCUSSIONS

- 133 - 171** A. Resolution No. 2022-150, approving the Fee Schedule for Fiscal Year 2022-2023. **(Tabled June 21st)**
[2022-150 TABLED - Pdf](#)

- 172 - 186** B. Resolution No. 2022-162, approving the request to waive park rental fees for the 2022 Ypsilanti Fire Truck Muster.
[2022-162 - Pdf](#)

- 187 - 206** C. Resolution No. 2022-163, approving the 2022-2023 Property and Liability Insurance Renewal.
[2022-163 - Pdf](#)

- 207 - 218** D. Resolution No. 2022-164, approving a contract with Government Consulting Services Inc.
[2022-164 - Pdf](#)

- 219** E. Resolution No, 2022-165, approving appointments to boards and commissions.
[2022-165 - Pdf](#)

X. BOARD AND COMMISSION - NOMINATIONS

- 220 - 221** A. **Bicentennial Committee**
Madelynnne Brown
108 Babbitt Street
Ypsilanti, MI 48198
[Application](#)

- 222 - 229** B. **Parks and Recreation**
Tarik Fermin - **Youth Seat (Exp. 7/1/2023)**
2116 Roosevelt Street
Ypsilanti, MI 48197

Dillon Navarre - **Reappointment (Exp. 7/1/2025)**
10 S Huron #2S
Ypsilanti, MI 48197

Blake Harrity - **New Appointment (Exp. 7/1/2025) (Added 7/12/22)**
322 Vinewood Ct.
Ypsilanti, MI 48198
[Fermin Application](#)
[Navarre Application](#)
[Harrity Application](#)

230 - 232

- C. **Police Advisory Commission (added 7/11/22)**
Eric Diamond Mohamed - New Appointment (Exp. 2/1/2025)
1470 Kingwood St
Ypsilanti, MI 48197
[Application](#)

XI. BOARD AND COMMISSION - COMMUNICATIONS

233 - 234

- A. Police Advisory Commission Resolution No. 2022-001, requesting council become a member of The National Association for Civilian Oversight of Law Enforcement (NACOLE)
[Resolution No 2022-001](#)

XII. BOARD AND COMMISSION - LIAISON REPORTS

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

XIII. LIAISON REPORTS

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

XIV. COUNCIL PROPOSED BUSINESS

XV. COMMUNICATIONS FROM THE MAYOR

XVI. COMMUNICATIONS FROM THE CITY MANAGER

XVII. COMMUNICATIONS

- A. Potential dates for Council Meeting on EMU Campus

- September 13th
- September 27
- October 4th
- October 18

- B. City Council and Police Advisory Commission Joint Meeting, Thursday, July 28, 2022

XVIII. PUBLIC COMMENT (3 MINUTES)

XIX. REMARKS FROM THE MAYOR

XX. ADJOURNMENT

235

- A. Resolution No. 2022-166, adjourning the City Council Meeting.
[2022-166 - 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.



PARKS AND RECREATION PROGRAMMING/FACILITIES UPDATE

July 12, 2022

AGENDA

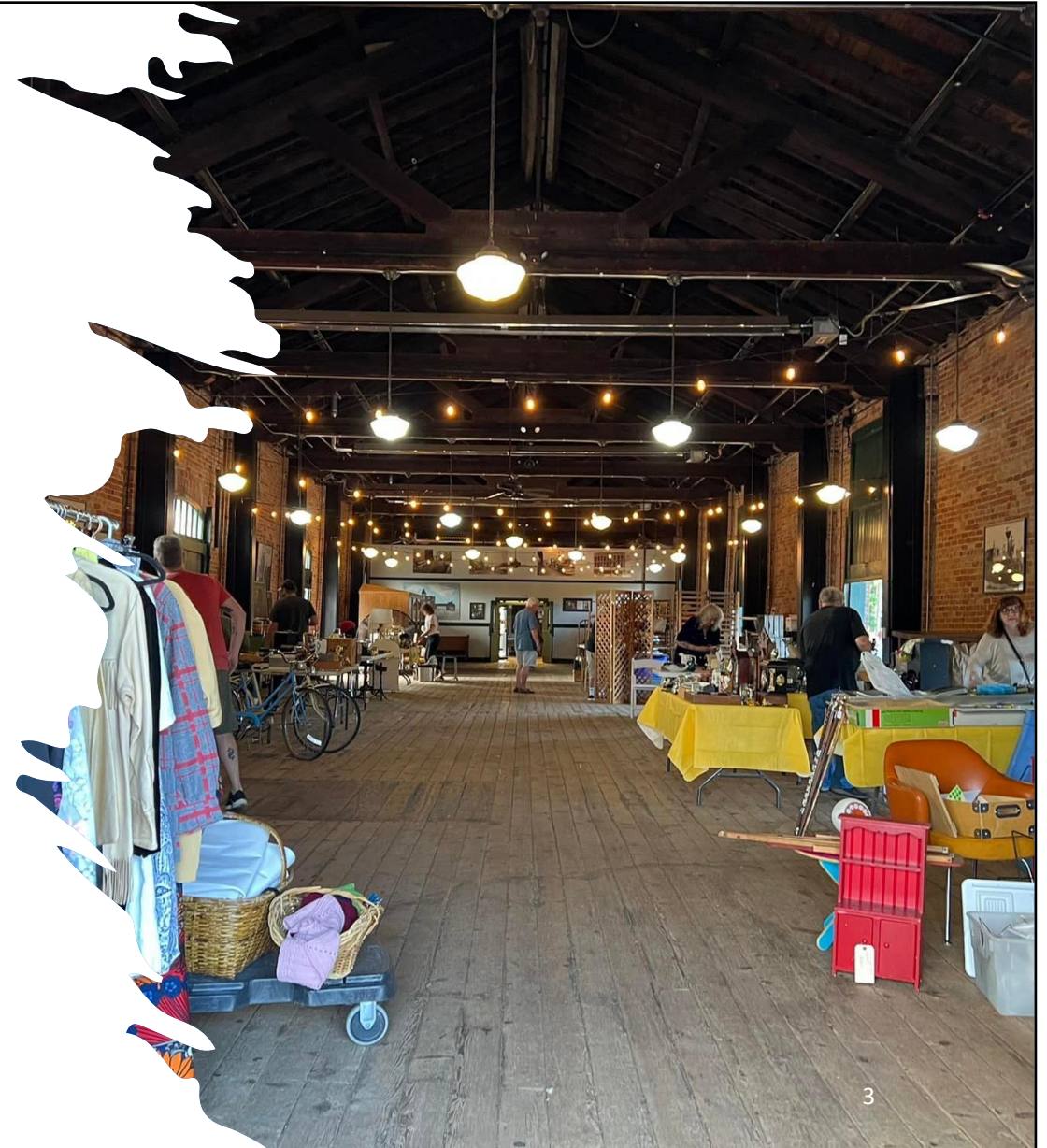
- Programming by City Facility
- Calendar of Events
- Community Event Policy
- Park System Opportunities



YPSILANTI FREIGHTHOUSE

Since the Freighthouse adopted a community events policy in August 2021 we have hosted the following free events:

- Frog Island Jazz Series (Rained Out 8/21)
- Red Cross Blood Drive (8/21)
- First Fridays (9/21)
- Ypsi Glow (10/21)
- Warming Center (11/21-3/22)
- Free Thanksgiving Community Meal (11/21)
- Depot Town Tree Lighting Ceremony (12/21)
- Holiday Markets (12/21)
- Ypsilanti Disc Golf Putting League (1/22-3/22)
- Beautifypsi (4/22)
- Spring Artisan Market (5/22)
- Really Really Free Market Series (5/22-7/22)
- Ypsi Flea Market (7/22)



YPSILANTI SENIOR CENTER

- Tai Chi class Thursday July 14 from 10:30 -11:30.
- The Ypsilanti Senior Center currently is partnering with EMU to offer an intergenerational Spanish language and culture class.
- The AAA1b (Area Aging on Aging 1b) has asked us to develop a pilot program that would help Grandparents raising grandchildren get some respite. This pilot program will help find and pay for the activities for the grandchildren so the grandparents can have some time for themselves.
- EMU has received a grant to start a program called "Lori's Hands". It is available for anyone with a chronic illness. Students from EMU will be available to visit on a weekly basis to provide some help around the house or companionship.



PARKRIDGE COMMUNITY CENTER

Summer Camp Offered July - August Monday-
Thursdays 8am-4pm, Friday Field Trips

After School Program Offered Mondays - Thursdays,
4pm-7pm between November 8 - June 10

Weekend Academy - Empowers young women (ages
12-18) to achieve emotional self-sufficiency and
enhance their leadership skills through membership
and career exploration. Offered Saturdays, 12pm-
2pm

Young Men of Purpose - To increase the number of
young black men in Ypsilanti Community Schools
successfully persisting through middle school (grades
6 - 8) and matriculating to attend high
school. February 22 - ongoing. Offered Saturdays,
10am - 2pm





RUTHERFORD POOL

- Water exercise and swim classes offered between June-September from beginner to advanced at all ages.
- June 3 Katie Stanley Band in partnership with A2SF
- Kids Triathlon Saturday, August 13th, 2022 - 8:30 AM
- Ypsilanti Otters Swim Club
- YDL Summer Reading at the Pool
- Volunteer Opportunities

CALENDAR OF EVENTS AND NEWSLETTER

City website updated with information about the park system, facility and programming partners, and special events. Programming and special events are featured prominently in the newsletter

- Downtown Farmers Market - July 12, 3:00 PM - 7:00 PM,
- Avalon Housing Staff/Family Event- July 13, 1:00 PM - 7:00 PM
- Neutral Zone Youth Workshops - July 13, 2:00 PM - 4:00 PM
- Yoga at Ypsilanti Senior Center- July 15, 1:00 PM - 2:30 PM
- Home of New Vision Movie Night at the Park- July 15, 7 PM - 10 PM
- Ypsilanti Jazz Festival - July 16, 6 PM - 10 PM, July 30 6 PM - 10 PM
- Michigan Brewers Summer Beer Festival- July 22, 4 PM - July 23, 7 PM
- Ypsilanti Farmers Market - July 23, 9:00 AM - 1:00 PM
- Ypsi Vintage Flea Market- July 17 and July 31, 10:00 AM - 4:00 PM
- DDA Movie at the Water Tower - July 28, 9:00 PM - 11:00 PM
- Really Really Free Market - July 28, 6:00 PM - 11:00 PM
- Depot Town Cruise Nights - July 13, 20, 27 6:00 PM - 8:00 PM
- Rally in the Alley - July 13, 20, 27 6:00 PM - 9:00 PM

CITY CALENDAR - JULY 2022 FOR UPDATES AND MORE INFO CLICK [HERE](#)

PUBLIC MEETINGS AND ADMINISTRATIVE CALENDAR

ALL HELD AT CITY HALL - 1 S. HURON UNLESS OTHERWISE STATED

Bicentennial Committee Meeting
July 21, 2022, 7:00 PM - 10:00 PM
Freighthouse - 100 Market Pl.

Administrative Hearings Bureau
July 28, 2022, 9:00 AM - 2:00 PM

City Council/ Police Advisory Commission
Joint Meeting
July 28, 2022, 7:00 PM - 10:00 PM

City Council Meeting
July 26, 2022, 7:00 PM - 10:00 PM

EVENTS AND RECREATION CALENDAR

RECURRING EVENTS

Ypsilanti Farmers Market
9AM-1PM
July 2, 9, 16, 23, 30
100 Rice St

Downtown Farmers Market
3-7PM
July 5, 12, 19, 26
16 S. Washington

Neutral Zone Youth Workshops
2-4PM
July 6, 13, 20, 27
Recreation Park

Yoga at Ypsilanti Senior Center
1-2:30PM
July 8, 15, 22, 29
Senior Citizens Center - 1015 N. Congress
[Register HERE](#)

Ypsilanti Jazz Festival
6-10pm
July 2, 9, 16, 30
Riverside Park

First Fridays Ypsilanti
July 1 - All Day
Various events all evening around
Ypsilanti.

4th of July Parade
July 4, 2022, 11:00 AM - 1:00 PM
Cross Street from Oakwood to River
Harvest and Store Garlic and Onions at
Growing Hope
July 9, 2022, 1:00 PM - 3:00 PM

Home of New Vision Movie Night at the Park
July 15, 2022, 7:00 PM - 10:00 PM
Frog Island Park

**Michigan Brewers Guild Summer Beer
Festival**
July 22, 2022, 4:00 PM - July 23, 2022,
7:00 PM
Riverside Park

**County Clean-Up Day at Lincoln High
School**
July 23, 2022, 9:00 AM - 1:00 PM
Lincoln High School

Ypsi DDA Outdoor Movie Series
Free Drive-in Movie
July 23, 2022, 8:30 PM
Normal St. Lot (by the Water Tower)

**ADD YOUR FREE COMMUNITY EVENT
ON THE CITY CALENDAR TO BE LISTED
HERE. MUST BE IN OR RELATED TO THE
CITY OF YPSILANTI.
EMAIL TKOCH@CITYOFPYSILANTI.COM
WITH EVENT DETAILS.**

COMMUNITY EVENTS POLICY



The City Manager has established the following criteria to waive fees at the Freighthouse so to encourage community event programming:

1. The event is completely open and free to members of the public; an entry fee may not be charged under any circumstances.
2. If vendors can sell goods, the cost to participate may not be prohibitive. Priority must be given first to City of Ypsilanti residents and businesses. All opportunities to serve as a vendor must be advertised sufficiently in promotional materials and on the City website. The maximum rate at which vendors may be charged is \$10 per hour and a financial report must be provided to the City proving what funds were raised and for what purpose specifically from vendor fees collected.
3. A public event shall not engage in hateful or derogatory speech including symbols of racism, homophobia, or violence. Weapons shall not be sold by vendors or any merchandise or goods which depicts these symbols of hate.
4. Religious Services are not eligible community events under this policy.



PARK SYSTEM OPPORTUNITIES

- Recently, City Council has directed staff to develop more community programming in the parks system and promote the events happening around the city with our community partners. This directive requires staff to consider how a community event policy could be applied in our parks system to better meet the goals of Council.
- If this policy is adopted and one of our community partners or a member of the public wishes for the City to promote their public event and it complies with our policy, the City Manager may choose to waive fees in the park system or City Facility, and we will share the event on social media and send out a newsflash on the City website.
- In lieu of a Parks and Rec Department this policy is the single best way to identify potential programming gaps (ex: live music, children's activities; particular time periods) and solicit existing partners to help fill them.

QUESTIONS?





REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Joe Meyers
DATE: July 12, 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.

On June 21, 2022 the City Council approved the CBA for 845 and 945 Clark Rd with the understanding that the PILOT payment be covered under the ESA and the PILOT be set at a nominal fee of \$100 per development.

RECOMMENDED ACTION:

Approve the PILOT Ordinance.

ATTACHMENTS:

- A. Two PILOT ordinances for 845 and 945 Clark Rd.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-154
July 12, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "City of Ypsilanti Tax Exemption Ordinance – 845 W. Clark." be approved 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
12 day of July 2022

#Resolution No. 2022-154



CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1395
TAX EXEMPTION ORDINANCE

An ordinance to provide for a service charge in lieu of taxes for a housing project for low income elderly persons and households to be financed with a federally-aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended MCL 125.1401, *et seq*) (the “Act”).

THE CITY OF YPSILANTI ORDAINS

SECTION 1. This Ordinance shall be known and cited as the “City of Ypsilanti, Michigan Tax Exemption Ordinance – 845 W. Clark”

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low-income elderly persons and households and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Ypsilanti (the “City”) is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income elderly persons and households is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of housing projects that are constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City acknowledges that Clark Road Senior Limited Dividend Housing Limited Partnership (the “Sponsor”) has offered subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority (the “Authority”), to construct, own and operate an elderly housing project identified as 845 W Clark on certain property located at 845 W Clark Road in the City to serve low income elderly persons and households, and that the

Sponsor has offered to pay the City on account of this housing development an annual service charge for public services in lieu of all *ad valorem* property taxes.

SECTION 3. Definitions.

All terms shall be defined as set forth in the State Housing Development Authority Act of 1966, being Public Act 346 of 1966 of the State of Michigan, as amended, except as follows:

A. Act means the State Housing Development Authority Act, being Public Act 346 of 1966 of the State of Michigan, as amended.

B. Annual Shelter Rent means the total collections during an agreed annual period from all occupants of a housing development or any amount paid to the Sponsor on behalf of any occupant representing rent or occupancy charges, exclusive of charges for gas, electricity, heat, or other utilities furnished to the occupants.

C. Authority means the Michigan State Housing Development Authority, a public body, corporate and politic of the State of Michigan.

D. Elderly means a single person who is 55 years of age or older, or a household in which at least one member is 55 years of age or older.

E. Housing Development means a project which contains a significant element of housing for low income elderly persons and households and such elements of other housing, commercial, recreational, industrial, communal, and educational facilities as the Authority determines improve the quality of the project as it related to housing for low income elderly person and households.

F. Housing for the Elderly means housing occupied by a single person who is 55 years of age or older, or housing occupied by a family and/or household in which at least one member is 55 years of age or older.

G. LIHTC Program means the Low Income Housing Tax Credit Program administered by the Authority pursuant to Section 42 of the Internal Revenue Code of 1986, as amended.

H. Mortgage Loan means a loan that is federally-aided or a loan or grant made to the Sponsor, or such entity formed by the Sponsor to own the Housing Development, for the construction, rehabilitation, acquisition and/or permanent financing of a Housing Development and secured by a mortgage on the Housing Development.

I. Sponsor means person(s) or entity, which has or will apply to the Authority for an allocation under the LIHTC Program to construct, own and operate a Housing Development. The Sponsor means Clark Road Senior Limited Dividend Housing Association Limited Partnership

and any entity that receives or assumes a mortgage loan and is an eligible mortgagor under the Act.

J. Utilities mean gas, water, sanitary sewer service, electrical service, and other utilities furnished to the occupants which are paid by the Housing Development.

SECTION 4. Class of Housing Developments.

It is determined that the class of Housing Developments to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be Housing for the Elderly that are financed with a Mortgage Loan. It is further determined that 845 W Clark is of this class.

SECTION 5. Establishment of Annual Service Charge.

The Housing Development identified as 845 W Clark and the property on which it is located shall, subject to the limitations and conditions of this Ordinance, be exempt from all *ad valorem* property taxes from and after the commencement of construction of the project. The City acknowledges that that Sponsor and Authority have established the economic feasibility of the Housing Development in reliance upon the enactment and continuing effect of this Ordinance and qualification of the Housing Development for exemption from all property taxes and a payment in lieu of taxes as established in this Ordinance. In consideration of the Sponsor's offer, subject to receipt of an allocation under the LIHTC Program from the Authority, to construct, own and operate the Housing Development, the City agrees to accept payment of an annual service charge or public services in lieu of all *ad valorem* property taxes. The annual service charge shall be \$100.

SECTION 6. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the Housing Development that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes that would be paid on that portion of the Housing Development if the Housing Development were not tax exempt.

The term "low income" as used herein shall be the same as found in Section 15(a)(7) of the Act.

SECTION 7. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act, to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance, However, nothing contained in this Ordinance shall

constitute a waiver of any rights the City may possess or exercise under the provisions of Section 15(a)(2) of the Act, provided the exercise of such rights does not, in the opinion of the Authority, impair the economic feasibility of the Housing Development.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes, as determined under this Ordinance, shall be payable to the City and distributed to the several units levying the general property tax in accordance with Section 15a(4) of the Act. The annual payment for each operating year shall be paid on or before April 15th of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

SECTION 9. Documentation Supplied.

On or before April 1 of each year, the Sponsor shall file with the City audited financial statement showing all revenues for the Housing Development, including but not limited to rent or occupancy charges and subsidies received from the Housing Development and expenses, including utilities. The City shall determine the applicable service charge in accordance with Section 5. The City may require such other or further financial information as may be necessary to accurately determine the service charge due pursuant to this Ordinance. The City shall submit a statement for the service charges for each year by September 1. Failure of the City to provide such statement or failure of Sponsor to receive such statement shall not invalidate any service charge owed pursuant to this Ordinance.

SECTION 10. Duration.

Provided that the Sponsor acquires the Property and construction of the Housing Development commences within eighteen (18) months of the effective date of this Ordinance, this Ordinance shall remain in effect and shall not terminate, except as provided in this Section 10, for such period as the Authority or other governmental entity has any interest in the property; provided, however, that City may terminate the PILOT, upon written notice and opportunity to cure, 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. .

SECTION 11. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by an court of competent jurisdiction to be unconstitutional or invalid, the same shall not affect the validity of the Ordinance as a whole or any section or provision of this Ordinance other than the section or provision so declared to be unconstitutional or invalid.

SECTION 12. Effective Date.

This ordinance shall become effective on _____ or as otherwise provided in the Charter.

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. 2022-155
July 12, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Public Hearing for an Ordinance entitled "City of Ypsilanti Tax Exemption Ordinance – 845 W. Clark." 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
12 day of July 2022

#Resolution No. 2022-155



Resolution No. 2022-156
July 12, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "City of Ypsilanti Tax Exemption Ordinance – 945 W. Clark." be approved 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
12 day of July 2022

#Resolution No. 2022-156



CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1396
TAX EXEMPTION ORDINANCE

An ordinance to provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended MCL 125.1401, *et seq*) (the "Act").

THE CITY OF YPSILANTI ORDAINS

SECTION 1. This Ordinance shall be known and cited as the "City of Ypsilanti, Michigan Tax Exemption Ordinance – 945 W. Clark"

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low-income citizens and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Ypsilanti (the "City") is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of housing projects that are constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City acknowledges that Clark Road Family Limited Dividend Housing Association Limited Partnership (the "Sponsor") has offered, on behalf of itself and an entity to be formed to own the Housing Development and subject to receipt of an

allocation under the LIHTC Program by the Michigan State Housing Development Authority (the "Authority"), to construct, own and operate a housing project identified as 945 W Clark on certain property located at 945 W Clark Road in the City to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing development an annual service charge for public services in lieu of all *ad valorem* property taxes.

SECTION 3. Definitions.

All terms shall be defined as set forth in the State Housing Development Authority Act of 1966, being Public Act 346 of 1966 of the State of Michigan, as amended, except as follows:

A. Act means the State Housing Development Authority Act, being Public Act 346 of 1966 of the State of Michigan, as amended.

B. Annual Shelter Rent means the total collections during an agreed annual period from all occupants of a housing development or any amount paid to the Sponsor on behalf of any occupant representing rent or occupancy charges, exclusive of charges for gas, electricity, heat, or other utilities furnished to the occupants.

C. Authority means the Michigan State Housing Development Authority, a public body, corporate and politic of the State of Michigan.

D. Contract Rents means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a Housing Development during an agreed annual period, exclusive of Utilities.

E. Housing Development means a project which contains a significant element of housing for low income persons and families and such elements of other housing, commercial, recreational, industrial, communal, and educational facilities as the Authority determines improve the quality of the project as it related to housing for persons of low income and families.

F. Low Income Persons and Families means persons and families eligible to move into a housing project in accordance with the Act as found in Section 15(a)(7) of the Act.

G. LIHTC Program means the Low Income Housing Tax Credit Program administered by the Authority pursuant to Section 42 of the Internal Revenue Code of 1986, as amended.

H. Mortgage Loan means a loan that is federally-aided or a loan or grant made to the Sponsor, or such entity formed by the Sponsor to own the Housing Development, for the construction, rehabilitation, acquisition and/or permanent financing of a Housing Development and secured by a mortgage on the Housing Development.

I. Sponsor means person(s) or entity, which has or will apply to the Authority for an allocation under the LIHTC Program to construct, own and operate a Housing Development. The Sponsor means Clark Road Family Limited Dividend Housing Association Limited Partnership and any entity that receives or assumes a mortgage loan and is an eligible mortgagor under the Act.

J. Utilities mean gas, water, sanitary sewer service, electrical service, and other utilities furnished to the occupants which are paid by the Housing Development.

SECTION 4. Class of Housing Developments.

It is determined that the class of Housing Developments to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be Housing Developments for Low Income Persons and Families that are financed with a Mortgage Loan. It is further determined that 945 W Clark is of this class.

SECTION 5. Establishment of Annual Service Charge.

The Housing Development identified as 945 W Clark and the property on which it is located shall, subject to the limitations and conditions of this Ordinance, be exempt from all *ad valorem* property taxes from and after the commencement of construction of the project. The City acknowledges that that Sponsor and Authority have established the economic feasibility of the Housing Development in reliance upon the enactment and continuing effect of this Ordinance and qualification of the Housing Development for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. In consideration of the Sponsor's offer, subject to receipt of an allocation under the LIHTC Program from the Authority, to construct, own and operate the Housing Development, the City agrees to accept payment of an annual service charge or public services in lieu of all property taxes. The annual service charge shall be \$100..

SECTION 6. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the Housing Development that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes that would be paid on that portion of the housing project if the housing project were not tax exempt.

The term "low income" as used herein shall be the same as found in Section 15(a)(7) of the Act.

SECTION 7. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act, to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance. However, nothing contained in this Ordinance shall constitute a waiver of any rights the City may possess or exercise under the provisions of Section 15(a)(2) of the Act, provided the exercise of such rights does not, in the opinion of the Authority, impair the economic feasibility of the Housing Development.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes, as determined under this Ordinance, shall be payable to the City and distributed to the several units levying the general property tax in accordance with Section 15a(4) of the Act. The annual payment for each operating year shall be paid on or before April 15th of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

SECTION 9. Documentation Supplied.

On or before April 1 of each year, the Sponsor shall file with the City audited financial statement showing all revenues for the Housing Development, including but not limited to rent or occupancy charges and subsidies received from the Housing Development and expenses, including utilities. The City shall determine the applicable service charge in accordance with Section 5. The City may require such other or further financial information as may be necessary to accurately determine the service charge due pursuant to this Ordinance. The City shall submit a statement for the service charges for each year by September 1. Failure of the City to provide such statement or failure of

Sponsor to receive such statement shall not invalidate any service charge owed pursuant to this Ordinance.

SECTION 10. Duration.

Provided that the Sponsor acquires the Property and construction of the Housing Development commences within eighteen (18) months of the effective date of this Ordinance, this Ordinance shall remain in effect and shall not terminate, except as provided in this Section 10, for such period as the Authority or other governmental entity has any interest in the property; provided, however, that City may terminate the PILOT, upon written notice and opportunity to cure, 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.

SECTION 11. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by an court of competent jurisdiction to be unconstitutional or invalid, the same shall not affect the validity of the Ordinance as a whole or any section or provision of this Ordinance other than the section or provision so declared to be unconstitutional or invalid.

SECTION 12. Effective Date.

This ordinance shall become effective on _____ or as otherwise provided in the Charter.

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. 2022-157
July 12, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Public Hearing for an Ordinance entitled "City of Ypsilanti Tax Exemption Ordinance – 945 W. Clark." 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
12 day of July 2022

#Resolution No. 2022-157



Resolution No. 2022-158
July 12, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. **Resolution No. 2022-159, approving the minutes of June 21st and July 7th, 2022.**
2. **Resolution No. 2022-160, approving Ordinance 1395, and Ordinance entitled "Planned Unit Development: Financial Services Use at 611 W. Cross St. (Second Reading)**
3. **Resolution No. 2022-161, adding an additional entity to the Community Benefits Agreement/Emergency Services Agreement for 845 and 945 Clark Road.**

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 12 day of July 2022

#Resolution No. 2022-158



Resolution No. 2022-159
July 12, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of June 21st and July 7th 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
12 day of July 2022

#Resolution No. 2022-159



MINUTES REGULAR COUNCIL Meeting

7:00 PM - Tuesday, June 21, 2022
Council Chambers

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, June 21, 2022, at 7:00 PM, in the Council Chambers, with the following members present:

PRESENT: Council Member Jennifer Symanns, Council Member Steven Wilcoxon (7:02 PM), Mayor Pro-Tem Nicole Brown, Mayor Lois Richardson, Council Member Brian Jones-Chance, and Council Member Annie Somerville

ABSENT: None

I CALL TO ORDER

The meeting was called to order at 7:00 PM

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

Mayor Pro-Tem Brown moved, seconded by Council Member Somerville to approve the agenda as submitted.

On voice vote, the motion carried and the agenda was approved

V PUBLIC COMMENT (3 MINUTES)

Fifteen members of the public spoke

VI PRESENTATIONS

- a) Depot Town Parking Feasibility Update - Project Manager Bonnie Wessler

VII ORDINANCES FIRST READING

- a) Ordinance 13, Planned Unit Development: Financial Services Use at 611 W. Cross St.
1. Resolution No. 2022-142, determination.
 2. Public Hearing. **2 members from the public spoke**
 3. Resolution No. 2022-143, closing the public hearing.

Council Member Brian Jones-Chance moved, seconded by Council Member Steven Wilcoxen, to approve Resolution No. 2022-143

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.

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

Council Member Brian Jones-Chance moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2022-142

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.

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

VIII CONSENT AGENDA

- a) Resolution No. 2022-144, approving the Consent Agenda.

Council Member Steven Wilcoxen moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2022-144

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**

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

- b) Resolution No. 2022-145, approving the minutes of the June 7, 2022 Meeting.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of June 7, 2022 be approved.

- c) Resolution No. 2022-146, approving Ordinance 1394, an ordinance entitled "Planned Unit Development: 220 N Park". (Second Reading)

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.

- d) Resolution No. 2022-147, approving the administrative services contract for the Fire and Police Pension Board

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

IX RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Resolution No 2022-140, approving the Community Benefits Agreement with Lincoln Avenue Capital for the Development of 845 & 945 Clark. (Tabled June 7th)

Mayor Pro-Tem Nicole Brown moved, seconded by Council Member Jennifer Symanns, to remove Resolution No. 2022-140 from the table

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

Council Member Steven Wilcoxon moved, seconded by Mayor Lois Richardson, to amend Resolution No. 2022-140, by amended the Community Benefits Agreement to extend the pavement of Clark Road down to the end of the road.

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

Council Member Jennifer Symanns moved, seconded by Council Member Brian Jones-Chance, to approve Resolution No. 2022-140 as amended

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.

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

- b) Resolution No. 2022-148, approving the Community Development Agreement with Renovare for the Development of the 220 N Park.

Council Member Steven Wilcoxon moved, seconded by Council Member Brian Jones-Chance, to approve Resolution No. 2022-148

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.

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

- c) Resolution No. 2022-149, approving the Brownfield Plan for 220 N Park.

Council Member Annie Somerville moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2022-149

RESOLUTION APPROVING BROWNFIELD PLAN FOR 220 N. PARK

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.

RESULT:	CARRIED.
---------	----------

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

- d) Resolution No. 2022-150, approving the Fee Schedule for Fiscal Year 2022-2023.

Council Member Brian Jones-Chance moved, seconded by Mayor Pro-Tem Nicole Brown, to table Resolution No. 2022-150

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

- e) Resolution No. 2022-151, approving a towing contract with Budget Towing.

Council Member Jennifer Symanns moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2022-151

RESOLUTION TO APPROVE A SECOND TWO-YEAR EXTENSION OF THE CITY'S TOWING SERVICES CONTRACT WITH WALL STREET TOWING, INC.

(D.B.A. BUDGET/STADIUM TOWING)

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.

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

- f) Resolution No. 2022-152, supporting the passage of the Sickie Cell Care Expansion Act. (added)

Mayor Pro-Tem Nicole Brown moved, seconded by Council Member Brian Jones-Chance, to approve Resolution No. 2022-152

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS; Sickie Cell Disease results from a genetic mutation that causes an individual's red blood cells to distort into a C or sickie 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; Sickie 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 Sickie Cell Disease than pediatric specialists, which is a key reason why Americans with Sickie 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 Sickie Cell Care Expansion Act to improve access to medical treatment and quality of life for people suffering from Sickie 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 Sickie Cell Disease Workforce.

NOW THEREFORE BE IT RESOLVED; That the City Council of the City of Ypsilanti support the passage of the Sickie 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.

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

X BOARD AND COMMISSION - NOMINATIONS

- a) **Sustainability Commission**
Shannon Baer - (Exp 5/1/2025) New Appointment
1212 N Congress St.
Ypsilanti, MI 48197
- b) **Parks and Recreation (added)**
Lola Malmer - (Exp. 7/1/2023) Youth Member
913 Pleasant Drive
Ypsilanti, MI 48197
- c) **Downtown Development Authority (added)**
Ylondia Portis - (Exp. 7/1/2025) Reappointment
8763 Trillium Drive - Non-Resident
Ypsilanti, MI 48197
- d) **Parks and Recreation Commission**
Evan Sweet - Reappointment
731 Charles St
Ypsilanti, MI 48197

XI BOARD AND COMMISSION - LIAISON REPORTS

- 1. Police Advisory Commission. **Mayor Pro Tem Nicole Brown will be liaison for YPAC**
- 2. Human Relations Commission. **None**
- 3. Arts Commission. **None**
- 4. Parks and Recreation Commission. **Multiple nominations will be on the next agenda**
- 5. Sustainability Commission.
- 6. Historic District Commission. **None**
- 7. Planning Commission. **None**
- 8. Zoning Board of Appeals **None**

Mr. Brian Jones-Chance moved, seconded by Mayor Pro -Tem Nicole Brown to extend the meeting to 10:15PM. On a voice vote, the motion carried.

XII LIAISON REPORTS

- 1. SEMCOG Update **Gen Assembly this Thurs. LeForge**
- 2. Washtenaw Area Transportation Study **2024 Plan for Factory St Bridge**
- 3. Urban County **None**
- 4. Ypsilanti Downtown Development Authority **Grant for \$50,000 Solar DT & West Cross. \$80,000 FROM Gray Sweeny for solar panels**
- 5. Friends of Rutherford **Pool Pool is open. Work on surface fundraising (\$75,000), youth triathlon coming**

XIII COUNCIL PROPOSED BUSINESS

- Symanns
- Turn in evaluations for CM &CC

- Thanked J. Meyers for being available for questions
- Concerns about Ward 2 sink holes and longer term plans for flooding. Potential projects for sustainability

Brown

- Grateful to staff
- Juneteenth festival was a great event

Wilcoxon

- Shared concern with infrastructure in response to last year's flooding.

Brian Jones-Chance

- Thanked Wendy Estey for responding on a Saturday
- Thanked J. Meyers with his concerns on 220 N Park Project

Mr. Brian Jones-Chance moved, seconded by Mayor Pro-Tem Nicole Brown to extend the meeting until 10:25 PM. On a voice vote, the motion carried.

a) Sommerville

Council Member Annie Somerville moved, seconded by Mayor Pro-Tem Nicole Brown, to reappoint Patton Doyle to the Downtown Development Authority

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

b) Jones-Chance

Council Member Brian Jones-Chance moved, seconded by Council Member Annie Somerville, to reappoint Yolndia Portis to the Ypsilanti Downtown Development Authority

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

XIV COMMUNICATIONS FROM THE MAYOR

- **Thanked Council for approving Sickle Cell**
- **Thanked T. Duckworth and the Juneteenth committee for the event**
- **The last meeting of the DDA had Dave Strenski there and presented and talked about Solar. Solar Ypsi has received more national grants than what Council has heard about.**

XV COMMUNICATIONS FROM THE CITY MANAGER

- **Informed that AFSCME changed to TPO. negotiations with them and IAFF**

- Working on Parks and Rec Plan Policy of what can be considered as community event
- Developing an equity policy

XVI COMMUNICATIONS

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

XVII PUBLIC COMMENT (3 MINUTES)

XVIII REMARKS FROM THE MAYOR

XIX ADJOURNMENT

- a) Resolution No. 2022-153, adjourning the City Council Meeting.

The meeting adjourned at 10:17 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.



MINUTES SPECIAL Meeting

6:00 PM - Thursday, July 7, 2022
Council Chambers

The SPECIAL of the City of Ypsilanti was called to order on Thursday, July 7, 2022, at 6:04 PM, in the Council Chambers, with the following members present:

PRESENT: Council Member Steven Wilcoxon, Mayor Pro-Tem Nicole Brown, Mayor Lois Richardson, Council Member Annie Somerville, and Council Member Brian Jones-Chance (6:42 PM)

ABSENT: Council Member Jennifer Symanns

I. CALL TO ORDER

The meeting was called to order at 6:04 PM

II. ROLL CALL

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

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

Mayor Pro-Tem Nicole Brown moved, seconded by Council Member Annie Somerville to approve the agenda. On a voice vote, the motion carried.

V. PUBLIC COMMENT (3 MINUTES)

VI. WARD 3 VACANCY INTERVIEWS

A. Ashanti Harris

B. Evan Sweet

Council Member Annie Somerville moved, seconded by Council Member Steven Wilcoxon, to appoint Evan Sweet to the vacant Ward 3 Council seat

RESULT:	CARRIED.
MOVER:	Council Member Annie Somerville

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

- C. Kirk Crowner

VII. PUBLIC COMMENT (3 MINUTES)

VIII. ADJOURNMENT

- A. 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.

The meeting adjourned at 7:18 PM



Resolution No. 2022-160
July 12, 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 "Error! Hyperlink reference not valid." 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 12 day of July 2022

#Resolution No. 2022-160

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:

**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, commonly known as 611 W. Cross Street (Parcel Identification Number 11-11-040-180-014) and 617 W. Cross Street (Parcel Identification Number 11-11-40-180-005) (the “Property”). Developer, or Developer’s assigns, desires develop, own, and operate the property as a credit union (financial institution) with remote ATM/ITM facilities on the portion of the property as described in Exhibit A and 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

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.

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)
--	---	--	---

Drafted by and when recorded return to:

Sarah J. Gabis
Foster, Swift, Collins & Smith, P.C.
28411 Northwestern Highway, Ste 500
Southfield, MI 48034

07755:00080:6439448-1

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)
--	---	--	--

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</i> <i>Red text: site plan does not comply</i> <i>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.	

Planned Unit Development Review | 611 W Cross St | May 18, 2022

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.	

Planned Unit Development Review | 611 W Cross St | May 18, 2022

	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.

Planned Unit Development Review | 611 W Cross St | May 18, 2022

	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.

Planned Unit Development Review | 611 W Cross St | May 18, 2022

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

T 734.522.6711
F 734.522.6427

OHM-Advisors.com

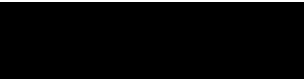


10. Sheet 11 SESC Details shows a table for Permanent Maintenance Tasks and Schedule and is missing the underground detention system. The applicant should provide a proposed maintenance schedule for the underground detention system during engineering review.
11. Review and approval from the Fire Department 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

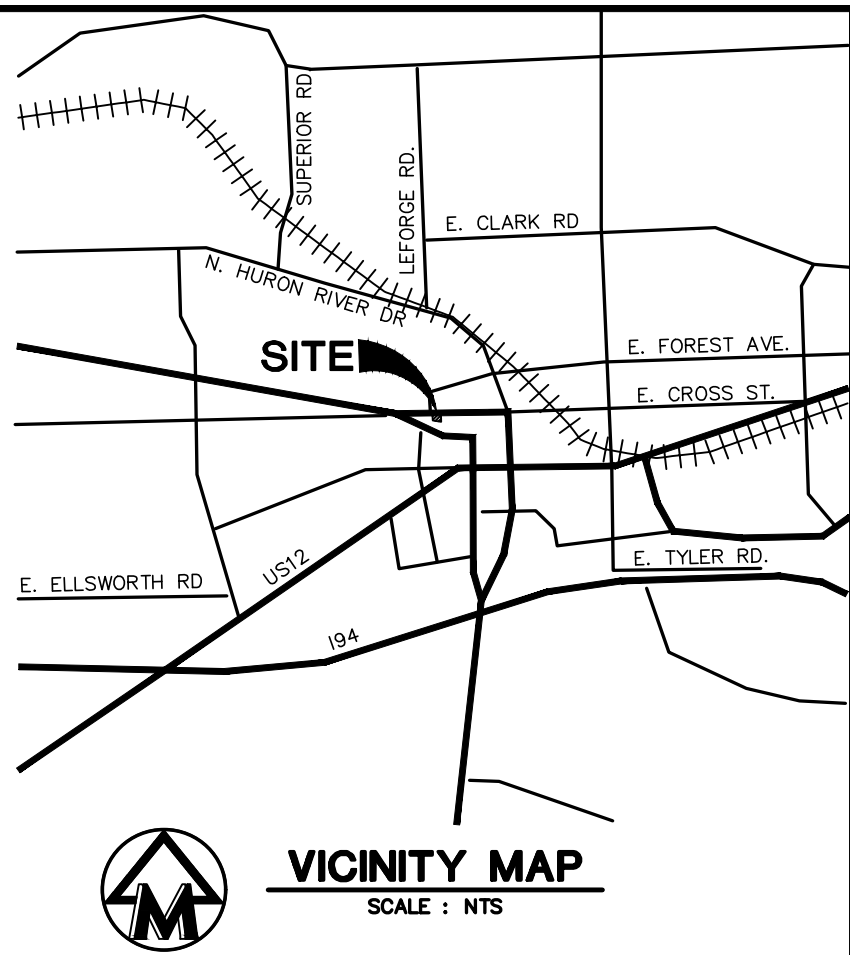
CC: Ron Akers, AICP, Department of Public Works
Scott Westover, PE, YCUA
Kent Early, PE, OHM
File

P:\0000_0100\SITE_YpsilantiCity\2022\0094221040_611_Cross_EMUCU\Site Plan\SP01\611_Cross_EMUCU_SP01.docx

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	(determined by building type)	14 ft Cross Street
Side	61 ft College Place	(determined by building type)	48 ft College Place
Rear	30 ft (east)	(determined by building type)	30 ft (east)
	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).

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.

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



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

RELEASED FOR:

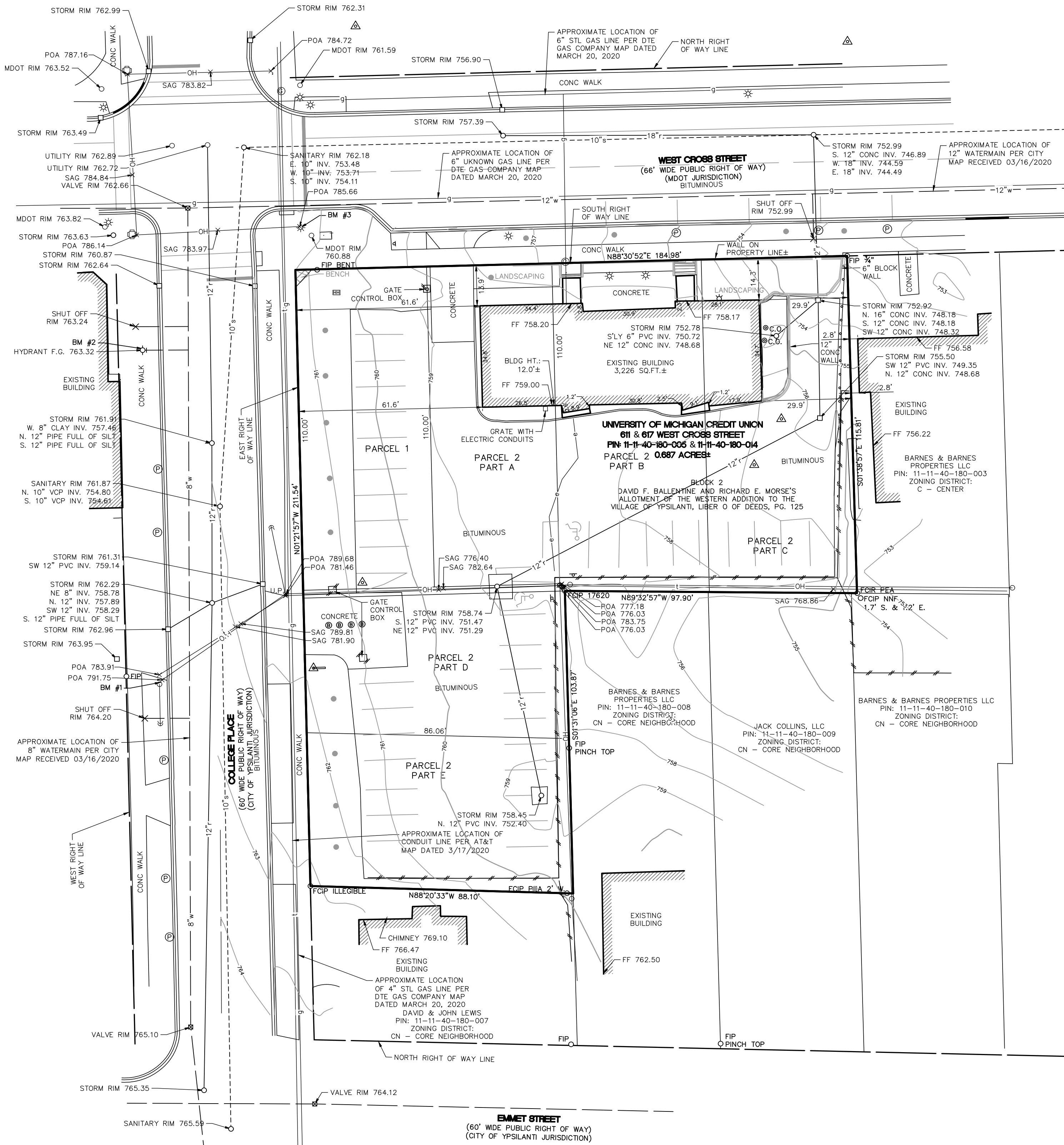
DATE

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
Copyright © 2022 Midwestern Consulting L.L.C. All rights reserved. No part of this drawing may be used or reproduced in any form or by any means, or stored in a database or retrieval system, without prior permission of Midwestern Consulting L.L.C.

The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantee that the 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.



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.

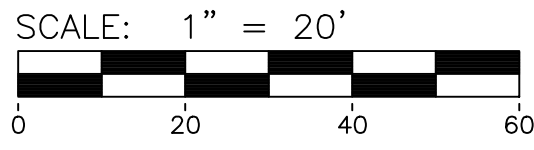
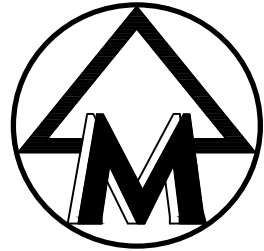
PARCEL 2 PART A: COMMENCING AT A POINT ON THE SOUTH LINE OF CROSS STREET 44 FEET EAST OF THE SOUTHEAST CORNER OF CROSS AND BROWER STREET AS NOW LOCATED AND RUNNING THENCE EASTERLY 42 FEET MORE OR LESS TO LAND OF SEYMOUR; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SEYMOUR'S LAND 110 FEET; THENCE WEST 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;

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°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)

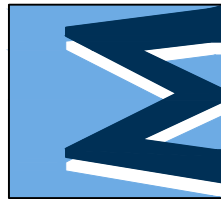
BM #3: BOLT ON LIGHT POLE BASE IN SOUTH RIGHT OF WAY OF CROSS STREET
ELEVATION: 762.07 (NAVD88)

GENERAL SOILS DESCRIPTION

BASED ON SOIL SURVEY OF WASHTENAW COUNTY MICHIGAN

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

MIDWESTERN CONSULTING
3500 Plymouth Road, Suite 100
Livonia, MI 48150
(734) 935-2000 • www.midwesternconsulting.com
Land Development • Land Survey • Institutional • Municipal
Wireless Communications • Transportation • Landfill Services



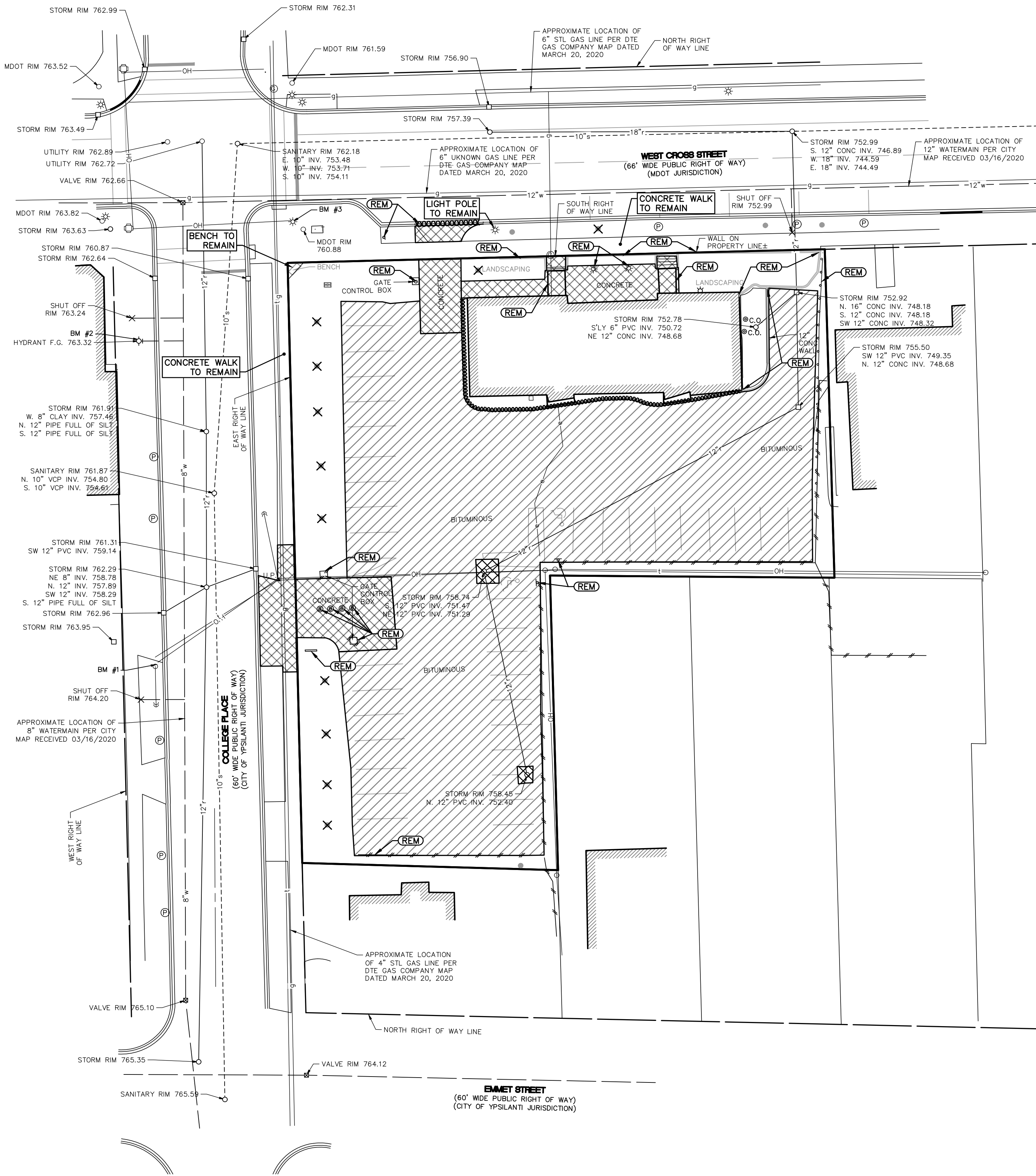
CLIENT
HOBBS & BLACK ARCHITECTS
100 N. STATE STREET
ANN ARBOR, MI 48104
THOM PHILLIPS

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	05/15/22
REVISIONS:	REV. TRN
PERIOD PER CITY REVIEW	TECH. CTS
	SITE PLAN/22053EX1

M:\Civ\1134\Proj\1134053\Site Plan\1134053RMU.dwg, 5/17/2022 11:45 AM, Candice M. Brifre, 03 REMOVALS PLAN, MCLLC PDF.pc3
Copyright © 2022 Midwestern Consulting L.L.C. All rights reserved. No part of this drawing may be used or reproduced in any form or by any means, or stored in a database or retrieval system, without prior permission of Midwestern Consulting L.L.C.



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.

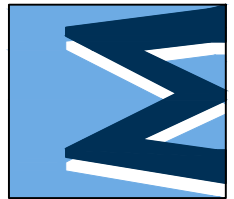
NOTES

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.
-o- GP	EXIST. GUY POLE
-o- GP	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.
	SET IRON ROD
	FOUND IRON ROD
	CONTROL PT.
	CONCRETE TO BE REMOVED
	BITUMINOUS TO BE REMOVED
	UTILITY TO BE ABANDONED
	CURB TO BE REMOVED
	TREE TO BE REMOVED
	ITEM TO BE RELOCATED
	ITEM TO BE REMOVED

MIDWESTERN CONSULTING
3650 Plymouth Road, Suite 200
Livonia, MI 48150
(734) 335-2222 • www.midwesternconsulting.com
Land Development • Land Survey • Institutional • Municipal
Wireless Communications • Transportation • Landfill Services



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

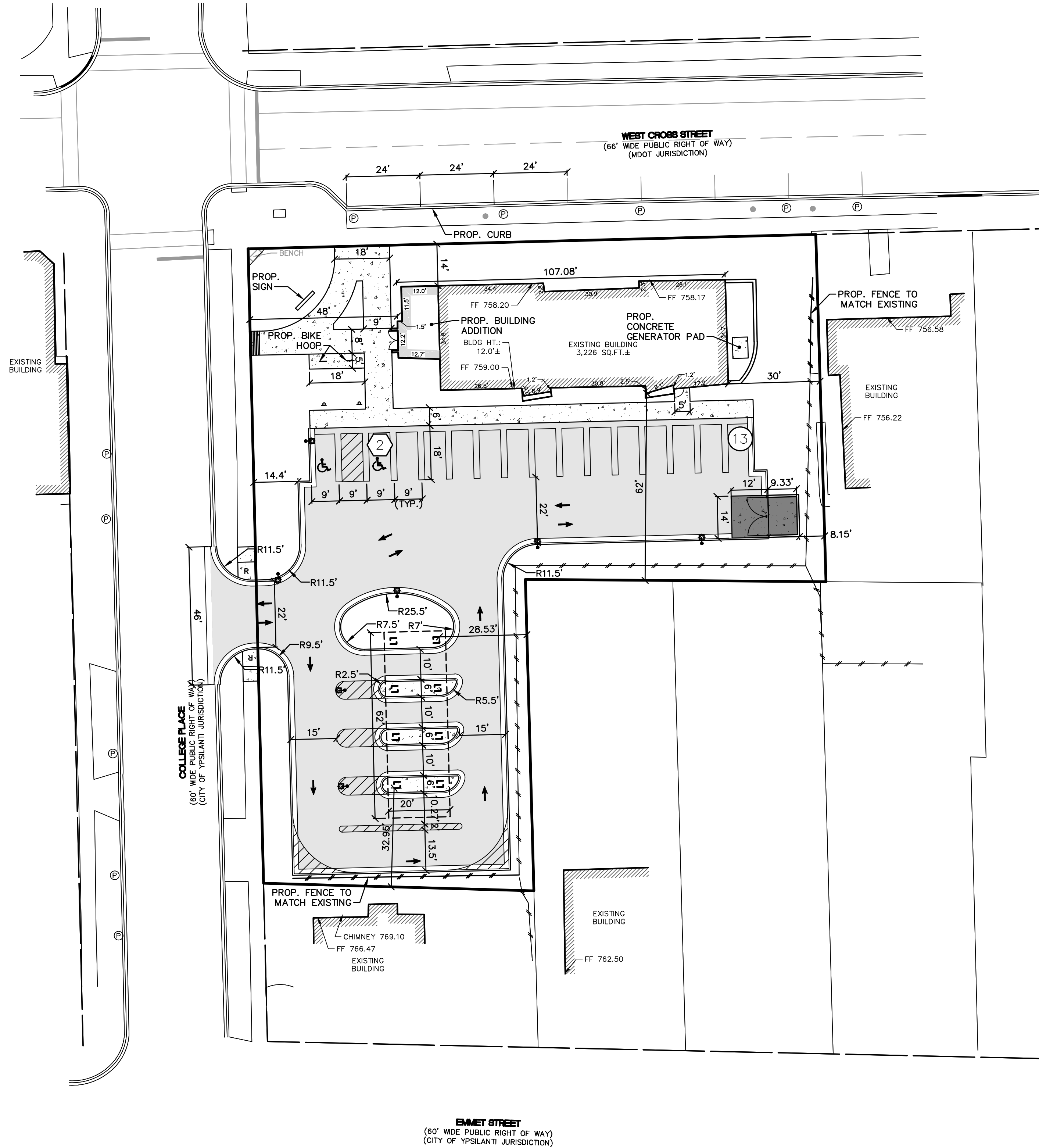
EMU CREDIT UNION
PUD SITE PLAN
REMOVALS PLAN

03

JOB No. 22053	DATE: 04/10/2022	SHEET 03 OF 16
	REV. DATE	CAUD. CMB
	04/29/22	REV. JTB
	PROJECT NARRATIVE	TECH. CTS
	REVISED PER CITY REVIEW	SITE PLAN/22053RM1

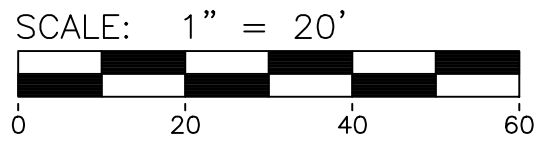
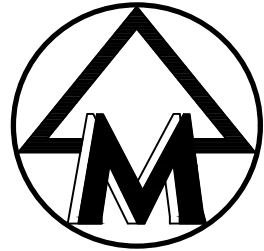
M:\Civ\1134\Proj\122053\Site Plan\122053SP.dwg, 5/17/2022 11:45 AM, Candice M. Briner, 04 DIMENSIONAL LAYOUT PLAN, MCLLC PDF, .pdf
Copyright © 2022 Midwestern Consulting L.L.C. All rights reserved. No part of this drawing may be used or reproduced in any form or by any means, or stored in a database or retrieval system, without prior permission of Midwestern Consulting L.L.C.

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.



NOTES

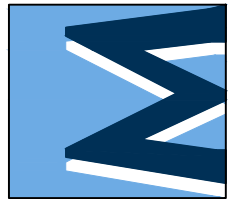
1. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH CURRENT STANDARDS, SPECIFICATIONS, AND GENERAL CONDITIONS OF THE AUTHORITY HAVING JURISDICTION.
2. REFER TO THE ARCHITECTURAL PLANS FOR DETAILS REGARDING THE SCOPE OF WORK FOR THE BUILDING ELEVATIONS, INTERIORS, AND APPURTENANCES.
3. ALL DIMENSIONS ARE 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.



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
- S PROP. SIGN
- SL PROP. SINGLE LIGHT
- P PROP. PARKING METER

MIDWESTERN CONSULTING
3500 Plymouth Road, Suite 200
Ann Arbor, MI 48104
(734) 985-2020 • www.midwesternconsulting.com
Land Development • Land Survey • Institutional • Municipal
Wireless Communications • Transportation • Landfill Services



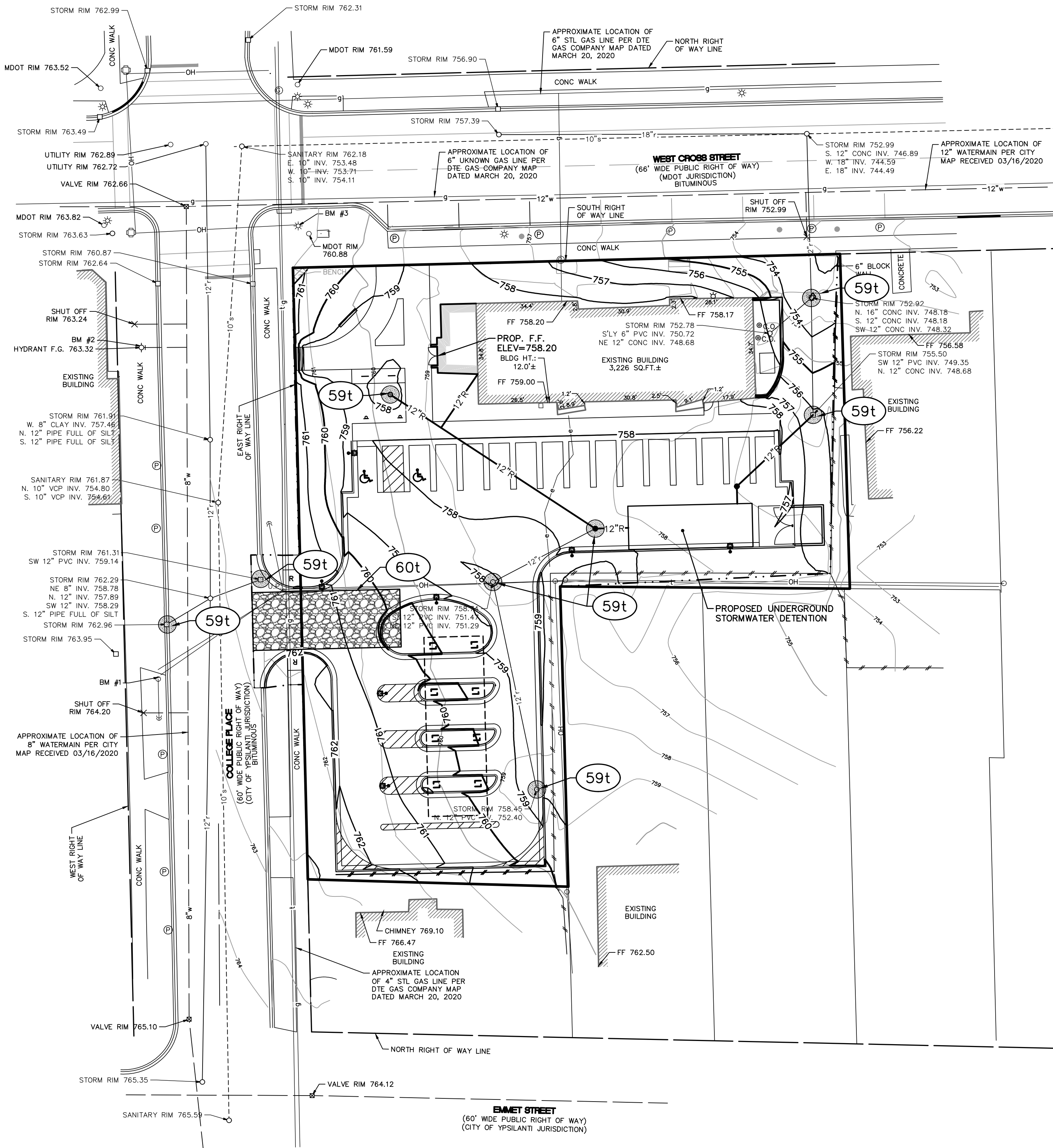
CLIENT
HOBBS & BLACK ARCHITECTS
100 N. STATE STREET
ANN ARBOR, MI 48104
THOM PHILLIPS

EMU CREDIT UNION
PUD SITE PLAN
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. TECH
	REVISED PER CITY REVIEW	TECH. CTS
SITE PLAN/22053SP-1		

M:\Civ\1134\Proj\122053\Site Plan\22053SP1.dwg, 5/17/2022 11:45 AM, Candice M. Brifare, 05 GRADING AND SOIL EROSION CONTROL PLAN, MCLLC PDF, #43
Copyright © 2022 Midwestern Consulting L.L.C. All rights reserved. No part of this drawing may be used or reproduced in any form or by any means, or stored in a database or retrieval system, without prior permission of Midwestern Consulting L.L.C.



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.

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

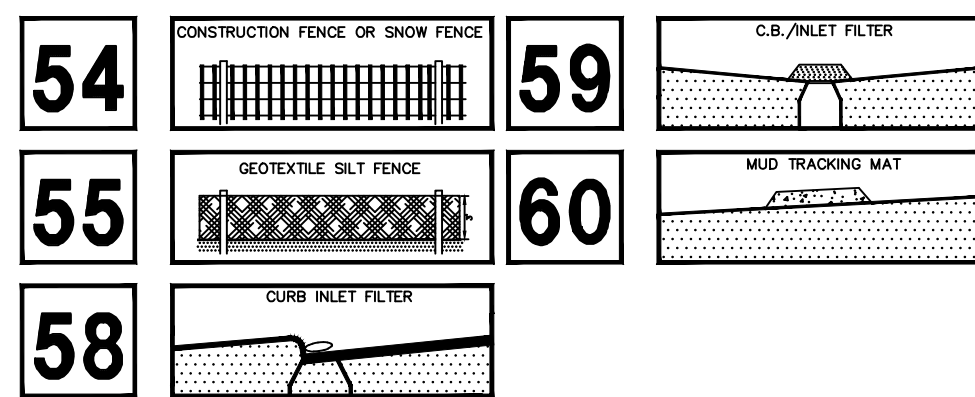
- ALL SOIL EROSION CONTROL MEASURES SHALL COMPLY WITH THE CITY OF YPSILANTI ORDINANCES, WASHTENAW COUNTY STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, AND STATE OF MICHIGAN "SOIL EROSION AND SEDIMENTATION CONTROL ACT" (ACT #347).
- PRIOR TO COMMENCING EARTHMOVING OPERATIONS, THE 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.

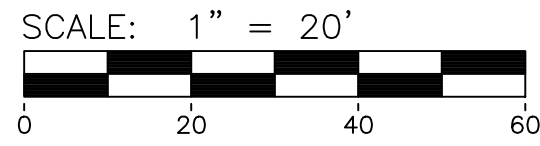
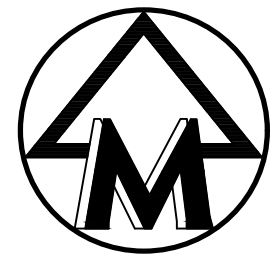
SOIL EROSION CONTROL MEASURES

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												



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.
—	GUY WIRE
—	ELEC. TRANSFORMER
—	EXIST. AC UNIT
—	EXIST. GENERATOR
—	EXIST. OVERHEAD UTILITY LINE
—	EXIST. LIGHT POLE
—	PROP. LIGHT POLE
—	EXIST. TELEPHONE LINE
—	EXIST. ELECTRIC LINE
—	EXIST. GAS LINE
—	EXIST. GAS VALVE
—	EXIST. FIBER OPTIC LINE
—	EXIST. WATER MAIN
—	PROP. WATER MAIN
—	EXIST. HYDRANT
—	PROP. HYDRANT
—	EXIST. GATE VALVE IN BOX
—	PROP. GATE VALVE IN BOX
—	EXIST. GATE VALVE IN WELL
—	PROP. GATE VALVE IN WELL
—	EXIST. CURB STOP & BOX
—	PROP. CURB STOP & BOX
—	REDUCER
—	EXIST. BLOW-OFF
—	PROP. BLOW-OFF
—	POST INDICATOR VALVE
—	POST INDICATOR VALVE
—	THRUST BLOCK
—	PROP. KNOXBOX
—	EXIST. FIRE DEPARTMENT CONNECTION
—	PROP. FIRE DEPARTMENT CONNECTION
—	EXIST. STORM SEWER
—	PROP. STORM SEWER
—	EXIST. CATCH BASIN OR INLET
—	PROP. CATCH BASIN OR INLET
—	EXIST. BEEHIVE INLET
—	PROP. BEEHIVE INLET
—	PROP. ROOF DRAIN
—	END SECTION
—	HEAD WALL
—	CULVERT
—	EXIST. DOWNSPOUT
—	PROP. DOWNSPOUT
—	EXIST. SANITARY SEWER
—	PROP. SANITARY SEWER
—	EXIST. CLEANOUT
—	PROP. CLEANOUT
—	C/L OF DITCH
—	DRAINAGE DIRECTION
—	SIGN
—	SINGLE TREE
—	TREE OR BRUSH LIMIT
—	FENCE
—	SILT FENCE
—	LIMITS OF DISTURBANCE
—	CONSTRUCTION FENCE
—	FINISH FLOOR ELEVATION
—	GARAGE FLOOR ELEVATION
—	BASEMENT FINISH FLOOR ELEVATION

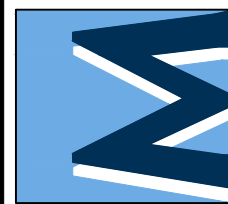
BENCHMARKS

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)

MIDWESTERN
CONSULTING
25500 E. 14th Ave., Suite 100
Troy, MI 48065
(734) 885-2020 • www.midwesternconsulting.com
Land Development • Land Survey • Institutional • Municipal
Wireless Communications • Transportation • Landfill Services



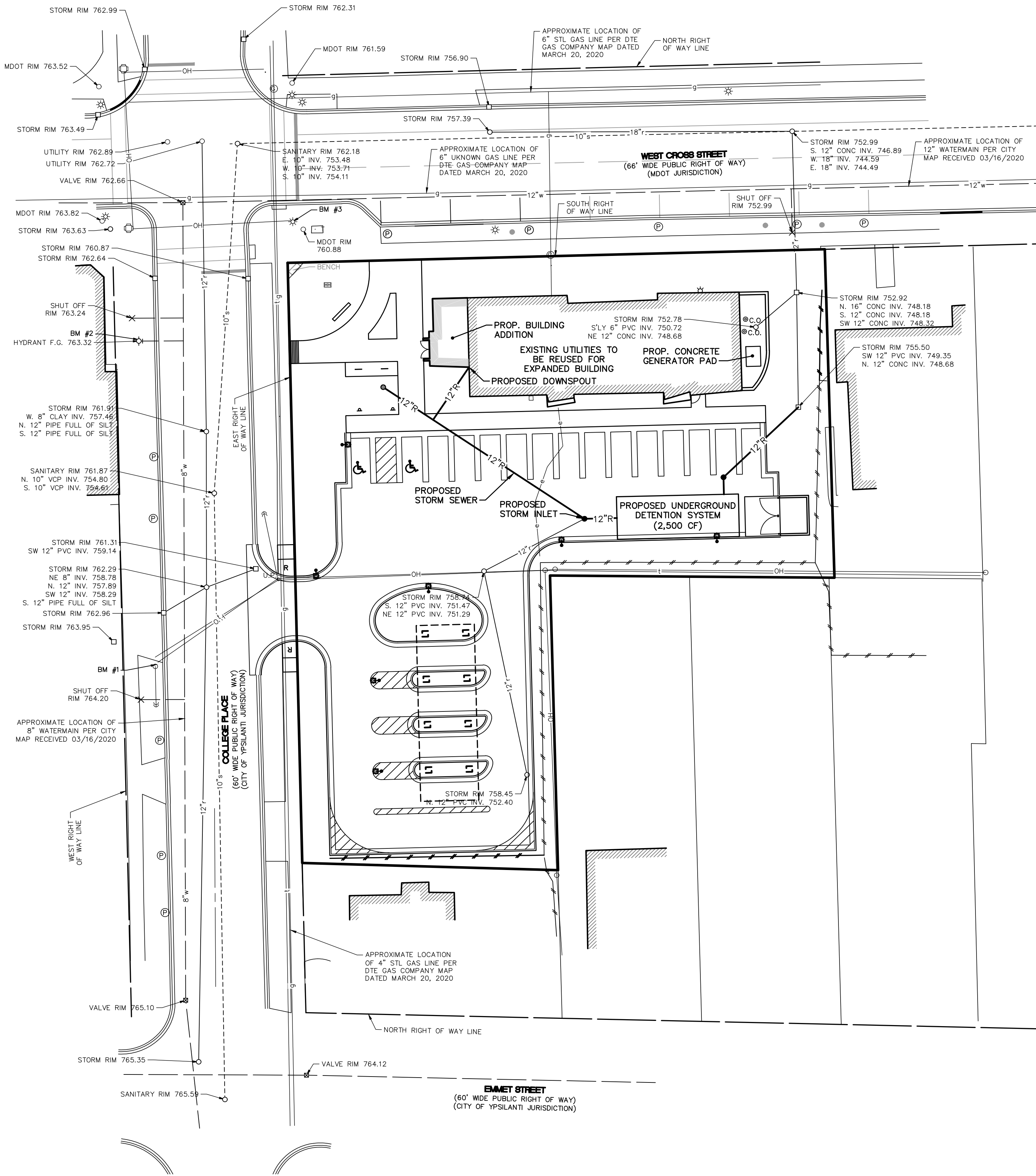
CLIENT
HOBBS & BLACK ARCHITECTS
100 N. STATE STREET
ANN ARBOR, MI 48104
THOM PHILLIPS

EMU CREDIT UNION
PUD SITE PLAN
GRADING AND SOIL EROSION CONTROL PLAN

05

JOB No.	22053
DATE	04/20/2022
SHEET	05 OF 16
REV. DATE	
04/29/22	CADD: CMB
05/13/22	ENG: TPH
	PM: TPH
	TECH: CTS
	SITE PLAN/22053GP

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
Copyright © 2022 Midwestern Consulting L.L.C. All rights reserved. No part of this drawing may be used or reproduced in any form or by any means, or stored in a database or retrieval system, without prior permission of Midwestern Consulting L.L.C.



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.

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.

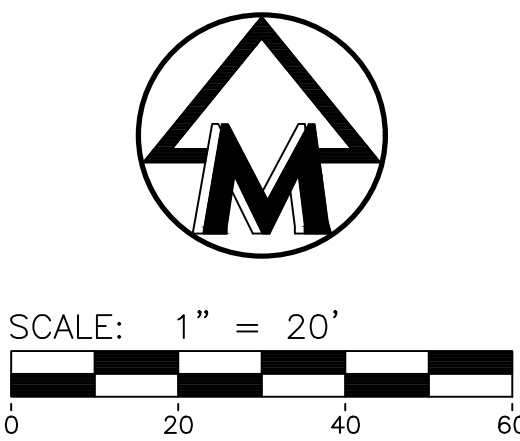
DETENTION CALCULATIONS

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

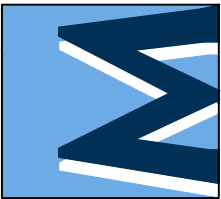
PROPOSED DETENTION SYSTEM TO PROVIDE ±2,500 CF OF STORAGE



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
- AC Unit symbol EXIST. AC UNIT
- Generator symbol EXIST. GENERATOR
- OH (with line) EXIST. OVERHEAD UTILITY LINE
- Light Pole symbol EXIST. LIGHT POLE
- Prop. Light Pole symbol PROP. LIGHT POLE
- Prop. Building Light symbol PROP. BUILDING LIGHT
- Telephone Line symbol EXIST. TELEPHONE LINE
- Prop. Telephone Line symbol PROP. TELEPHONE LINE
- Electric Line symbol EXIST. ELECTRIC LINE
- Prop. Electric Line symbol PROP. ELECTRIC LINE
- Gas Line symbol EXIST. GAS LINE
- Prop. Gas Line symbol PROP. GAS LINE
- Gas Valve symbol EXIST. GAS VALVE
- Fiber Optic Line symbol EXIST. FIBER OPTIC LINE
- F.O. symbol PROP. FIBER OPTIC LINE
- Water Main symbol EXIST. WATER MAIN
- Prop. Water Main symbol PROP. WATER MAIN
- Hydrant symbol EXIST. HYDRANT
- Prop. Hydrant symbol PROP. HYDRANT
- Gate Valve in Box symbol EXIST. GATE VALVE IN BOX
- Prop. Gate Valve in Box symbol PROP. GATE VALVE IN BOX
- Gate Valve in Well symbol EXIST. GATE VALVE IN WELL
- Prop. Gate Valve in Well symbol PROP. GATE VALVE IN WELL
- Curb Stop & Box symbol EXIST. CURB STOP & BOX
- Prop. Curb Stop & Box symbol PROP. CURB STOP & BOX
- Reducer symbol REDUCER
- Blow-off symbol EXIST. BLOW-OFF
- Prop. Blow-off symbol PROP. BLOW-OFF
- Post Indicator Valve symbol POST INDICATOR VALVE
- Post Indicator Valve symbol POST INDICATOR VALVE
- Thrust Block symbol THRUST BLOCK
- Fire Department Connection symbol EXIST. FIRE DEPARTMENT CONNECTION
- Prop. Fire Department Connection symbol PROP. FIRE DEPARTMENT CONNECTION
- KnoxBBox symbol PROP. KNOXBOX
- Storm Sewer symbol EXIST. STORM SEWER
- Prop. Storm Sewer symbol PROP. STORM SEWER
- Catch Basin or Inlet symbol EXIST. CATCH BASIN OR INLET
- Prop. Catch Basin or Inlet symbol PROP. CATCH BASIN OR INLET
- Beehive Inlet symbol EXIST. BEEHIVE INLET
- Prop. 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
- Prop. Downspout symbol PROP. DOWNSPOUT
- Sanitary Sewer symbol EXIST. SANITARY SEWER
- Prop. Sanitary Sewer symbol PROP. SANITARY SEWER
- Cleanout symbol EXIST. CLEANOUT
- Prop. 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
- Exist. Sprinkler Head symbol EXIST. SPRINKLER HEAD
- Exist. Gas Filler Cap symbol EXIST. GAS FILLER CAP
- Exist. Vehicle Charging Station symbol EXIST. VEHICLE CHARGING STATION
- Prop. Vehicle Charging Station symbol PROP. VEHICLE CHARGING STATION

MIDWESTERN CONSULTING
3500 Plaza Drive, Suite 100
Ann Arbor, MI 48104
(734) 985-2020 • www.midwesternconsulting.com
Land Development • Land Survey • Institutional • Municipal
Wireless Communications • Transportation • Landfill Services

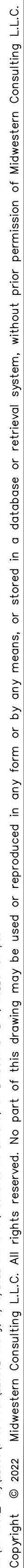


CLIENT
HOBBS & BLACK ARCHITECTS
100 N. STATE STREET
ANN ARBOR, MI 48104
THOM PHILLIPS

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

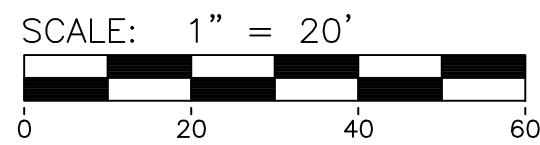
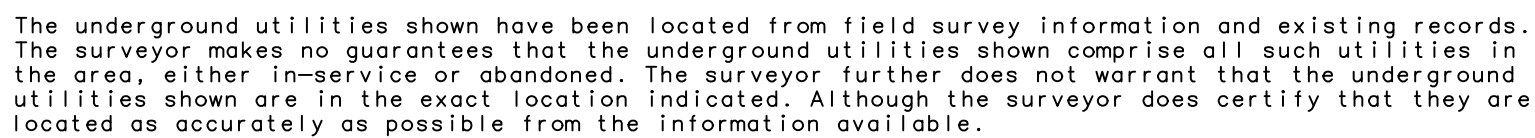
06

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



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

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 Goldstar 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.	



 TREE PROTECTION FENCE
 EXISTING TREE TO REMAIN
 TREE OR BRUSH LIMIT

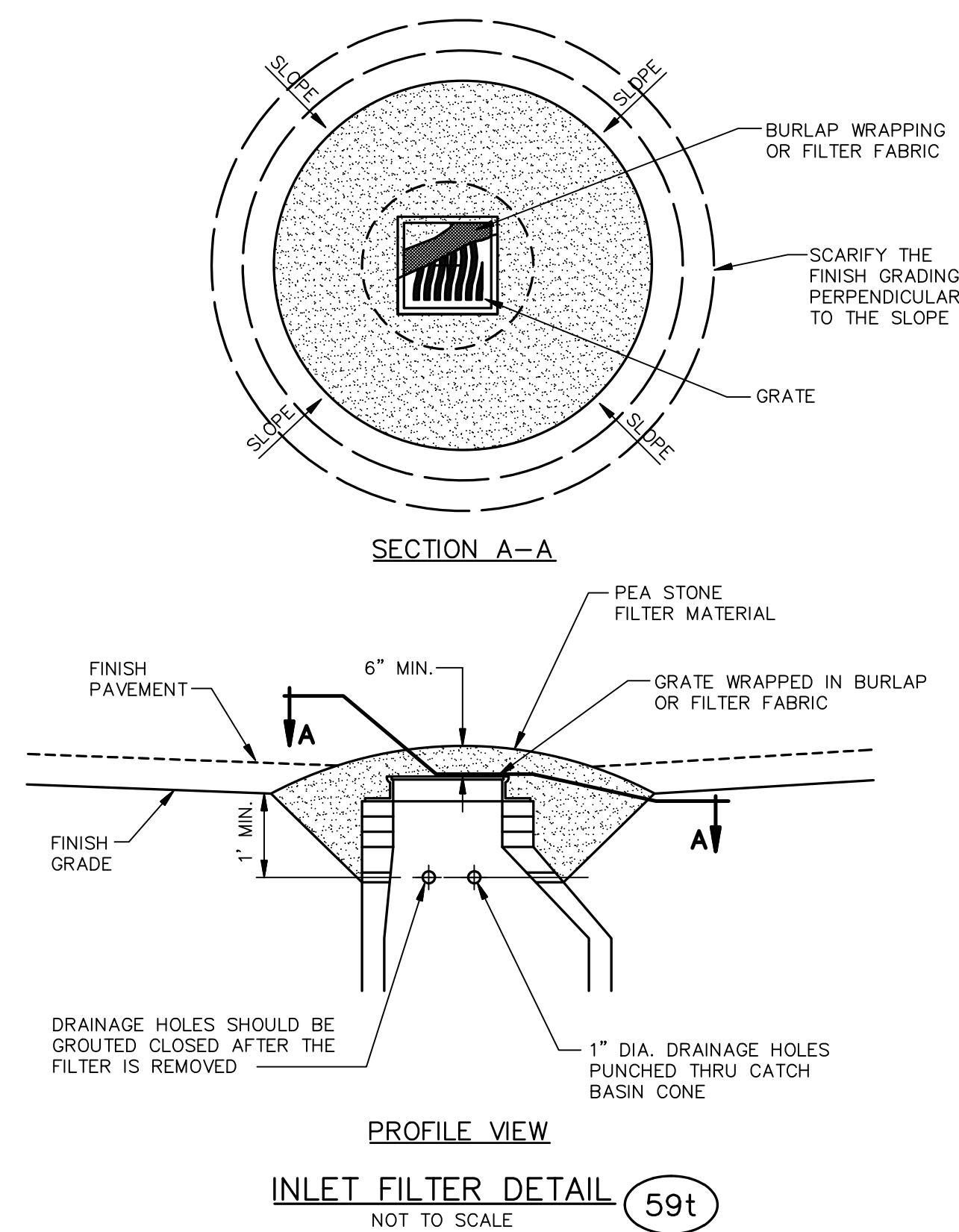
1. PAVING OR OTHER IMPERVIOUS SITE IMPROVEMENTS SHALL NOT ENCROACH UPON THE DRIP LINE OF EXISTING TREE(S) TO BE PRESERVED UNLESS INDICATED ON THE TREE PRESERVATION PLAN.
2. NO VEHICLE OR OTHER CONSTRUCTION EQUIPMENT MAY BE PARKED OR STORED WITHIN THE DRIFLINE OF ANY PLANT MATERIAL INTENDED TO BE SAVED.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



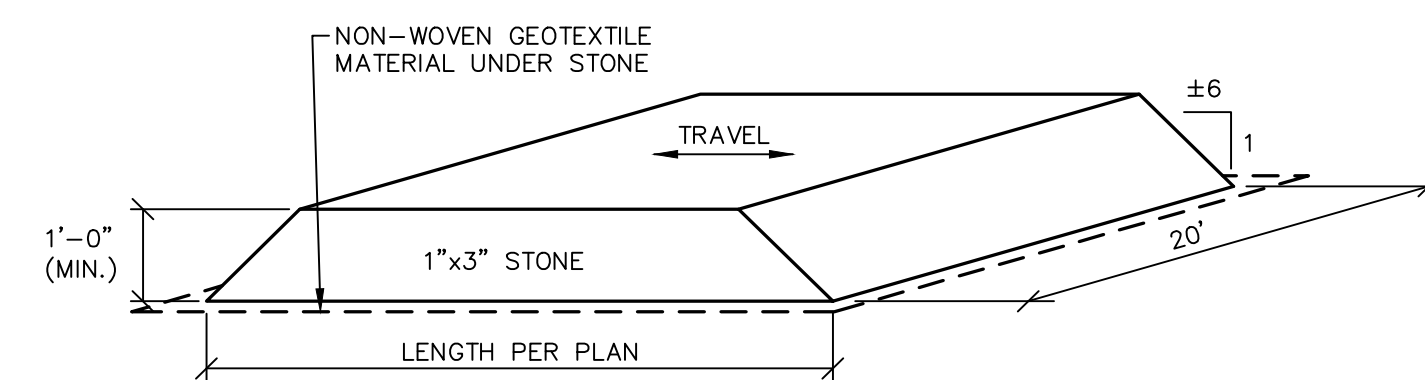
JOB No. 22053		DATE: 04/20/2022		EMU CREDIT UNION PUD SITE PLAN TREE PROTECTION PLAN			CLIENT HOBBS & BLACK ARCHITECTS 100 N. STATE STREET ANN ARBOR, MI 48104 THOM PHILLIPS	MIDWESTERN CONSULTING 3814 Plymouth Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services
REVISIONS:		REV. DATE						
04/29/22		04/29/22		CADD, CMB				
05/13/22		05/13/22		PNS, TPH				
				PNS, TPH				
			EGG-GIS					
			SITE PLAN/22053.TPI					

M:\Civil3d_Proj\22053\Site Plan\22053D01.dwg, 5/13/2022 11:46 AM, Candice M. Briere, 11 SESC DETAILS, MCLLC PDF.pc3

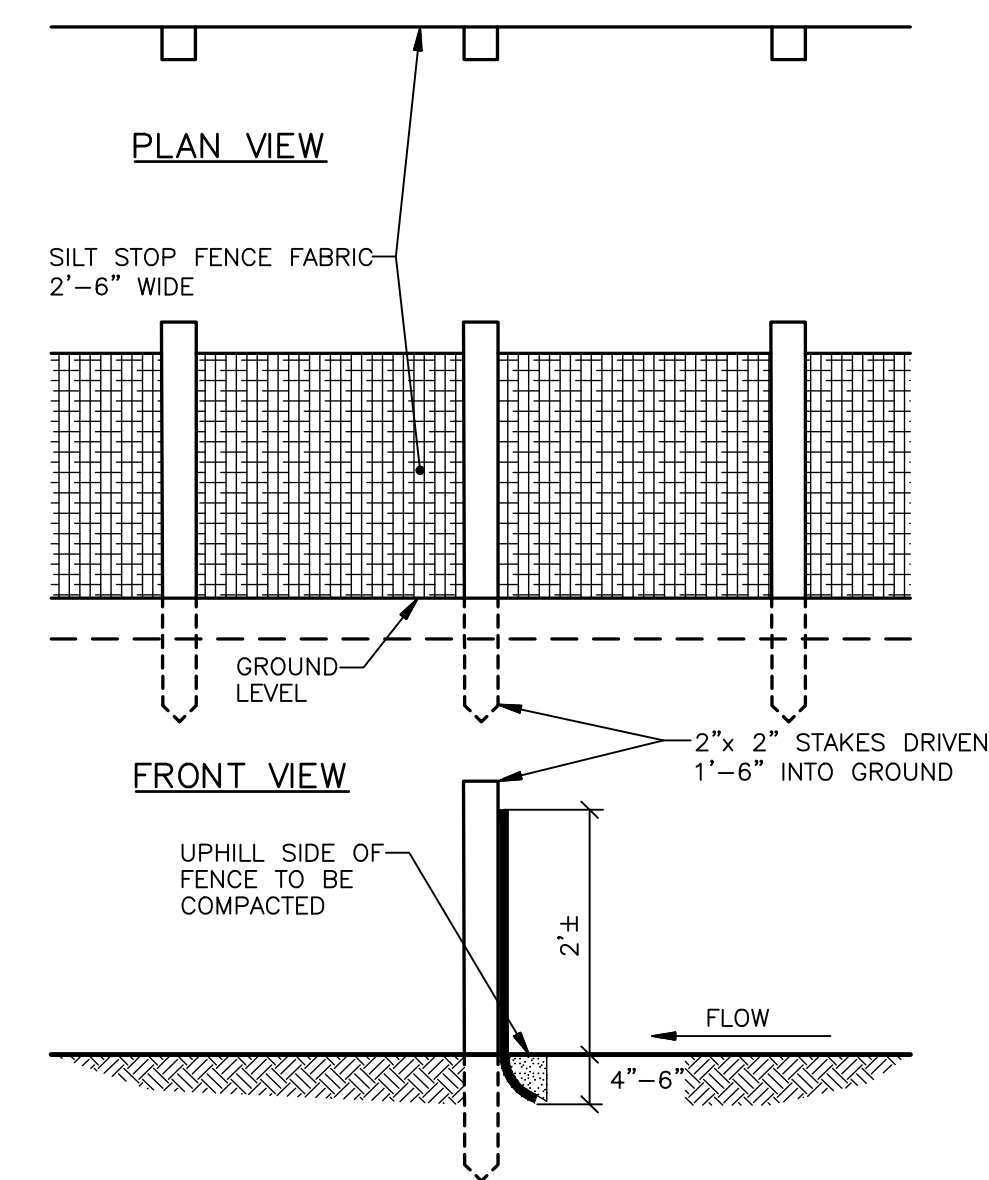
The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground 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.



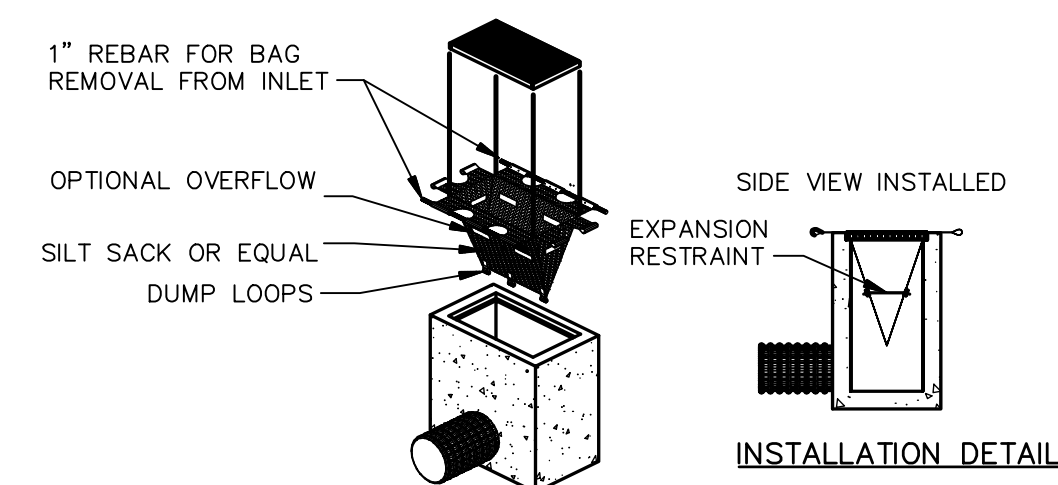
<u>PERMANENT MAINTENANCE TASKS AND SCHEDULE</u>						
Components						
	Pavement	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet Castings	Outflow Control Structure	Schedule
Inspect for sediment accumulation		X	X		X	annually
Removal of sediment accumulation		X	X		X	every 2 years, as needed
Inspect 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



GRAVEL MUD TRACKING MAT (60t)
NOT TO SCALE



SILT FENCE DETAIL (55t)
NOT TO SCALE



INLET SILT SACK DETAIL (58t)
NOT TO SCALE

MIDWESTERN
CONSULTING
3835 Plaza Drive Ann Arbor, Michigan 48108
(734) 995-0200 • www.midwesternconsulting.com
Land Development • Land Survey • Institutional • Municipal
• Wireless Communications • Transportation • Landfill Services

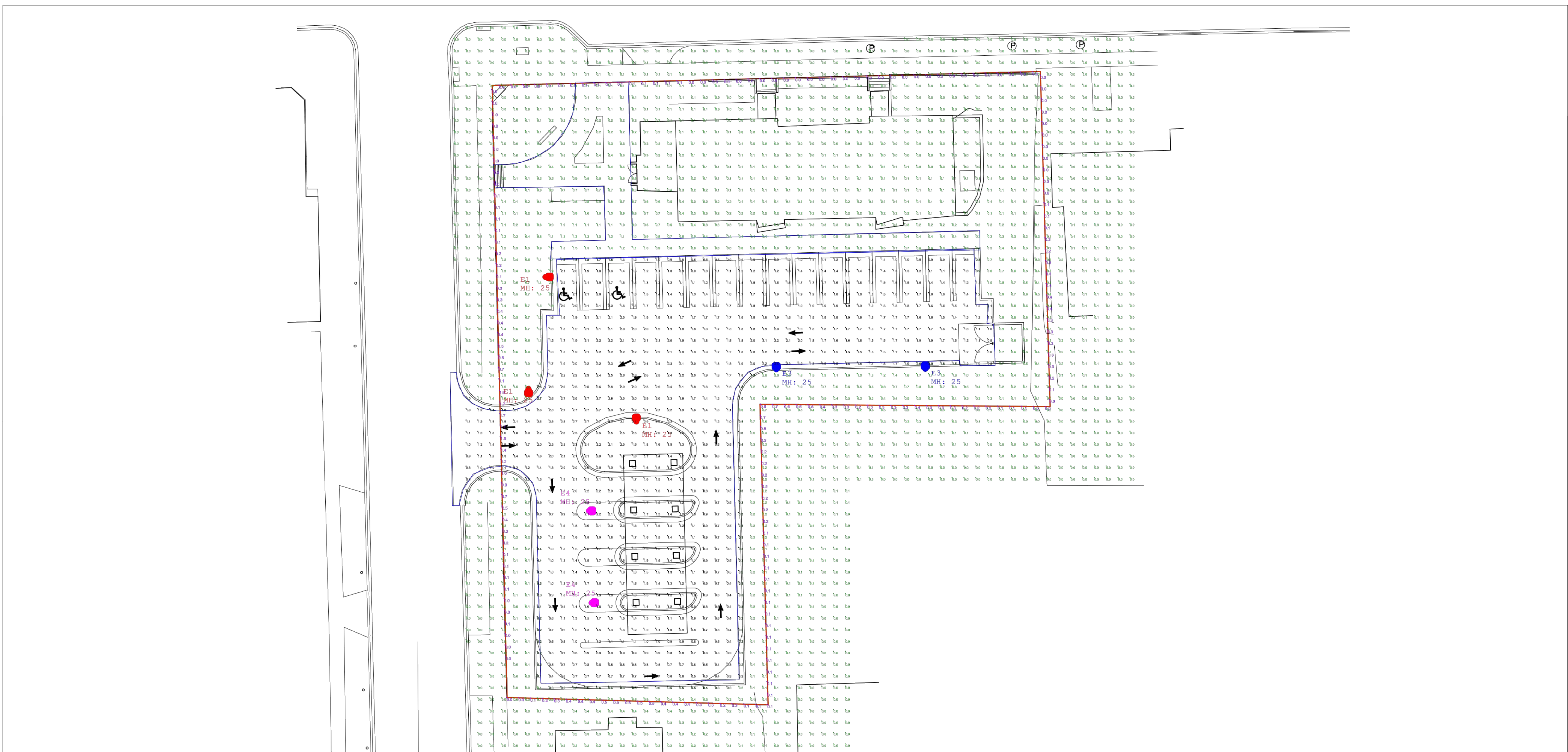


CLIENT
HOBBS & BLACK ARCHITECTS
100 N. STATE STREET
ANN ARBOR, MI 48104
THOM PHILLIPS

EMU CREDIT UNION
PUD SITE PLAN
SESC DETAILS

11

JOB No. 22053	REV. DATE	DATE: 04/20/2022
	REVISED PER CITY REVIEW	SHEET 11 OF 16
REVISIONS:	04/29/22	CADD: CMB
	05/13/22	ENG: TPH
		PM: TPH
		TECH: CTS
		SITE PLAN/22053D01



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 QJOTES@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
www.gasserbush.com

Designer: JC3
Date:4/18/2022
Scale: NOT TO SCALE





d'series

**D-Series Size 1
LED Area Luminaire**

Buy American

Specifications

EPA: 1.01 ft (30.48 in)
Length: 33"
Width: 13"
Height H1: 7.5/2"
Height H2: 3.1/2"
Height (max): 27 ft (8.23 m)

Ordering Information

EXAMPLE: DSX1 LED P7 40K 3TM MVOLT SPA NLTAR2 PIRHN DDBXD

Series	Size	Color temperature	Distribution	Voltage	Mounting
DSX1 LED	Forward optics	30K 3000K	T55 Type II short (downward)	T55 Type I very short	WVOLT ¹
	P1 P4 P7	40K 4000K	T55 Type II short	T55 Type I short	WVOLT ¹
	P2 P3 P4 P7	50K 5000K	T55 Type II short	T55 Type I short	WVOLT ¹
Rotated optics	P1 P4 P7	30K 3000K	T55 Type II short	T55 Type I short	WVOLT ¹
	P2 P3 P4 P7	40K 4000K	T55 Type II short	T55 Type I short	WVOLT ¹
	P1 P4 P7	50K 5000K	T55 Type II short	T55 Type I short	WVOLT ¹

Ordering Information

EXAMPLE: DSX1 LED P7 40K 3TM MVOLT SPA NLTAR2 PIRHN DDBXD

Series	Size	Color temperature	Distribution	Voltage	Mounting
DSX1 LED	Forward optics	30K 3000K	T55 Type II short (downward)	T55 Type I very short	WVOLT ¹
	P1 P4 P7	40K 4000K	T55 Type II short	T55 Type I short	WVOLT ¹
	P2 P3 P4 P7	50K 5000K	T55 Type II short	T55 Type I short	WVOLT ¹
Rotated optics	P1 P4 P7	30K 3000K	T55 Type II short	T55 Type I short	WVOLT ¹
	P2 P3 P4 P7	40K 4000K	T55 Type II short	T55 Type I short	WVOLT ¹
	P1 P4 P7	50K 5000K	T55 Type II short	T55 Type I short	WVOLT ¹

Options

EXAMPLE: DSX1 LED P7 40K 3TM MVOLT SPA NLTAR2 PIRHN DDBXD

Option	Description	Notes
WVOLT ¹	WVOLT ¹ is a voltage selector switch that allows the luminaire to be used with 120V, 277V, or 480V AC.	
SPA	SPA is a surface mount bracket that allows the luminaire to be used in a variety of applications.	
NLTAR2	NLTAR2 is a non-LED luminaire that is available in a variety of colors and finishes.	
PIRHN	PIRHN is a photo-eye sensor that allows the luminaire to be used in a variety of applications.	
DDBXD	DDBXD is a dimming ballast that allows the luminaire to be used in a variety of applications.	



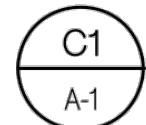
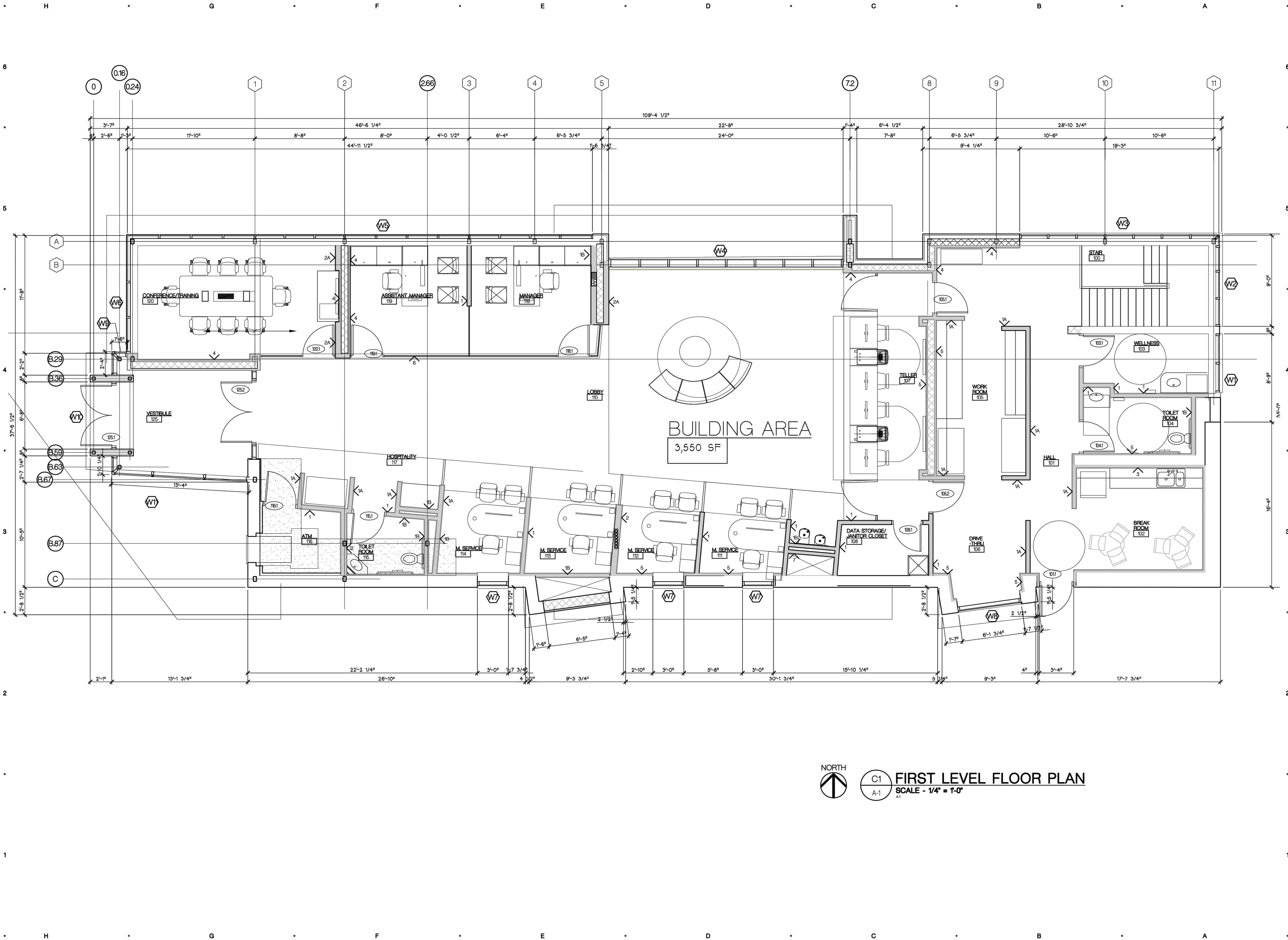
One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-755-SERV (7378) • www.lithonia.com

© 2011-2021 Acuity Brands Lighting, Inc. All rights reserved.

DSX1 LED
Rev. 01/19/21
Page 6 of 8

Performance Data																				
Lumen Output																				
Lumen values are based on photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.																				
Forward Optics																				
IES Color	Beam Angle	Power Factor	System Type	Size	Color Temperature	Beam Angle	Power Factor	System Type	Size											
30	S10	F1	S40	TSS	6.0/7	2	0	120	6.0/6	2	0	2	126	2.8/4	2	0	2	138		
				TSS	6.0/8	0.9	1	119	6.0/8	0.9	1	119	6.0/8	0.9	1	126	2.8/5	2	0	138
				TSS	6.0/8	1.0	1	120	6.0/8	1.0	1	120	6.0/8	1.0	1	126	2.8/5	2	0	138
				TSS	6.0/9	2	0	120	6.0/9	2	0	120	6.0/9	2	0	126	2.8/6	2	0	138
				TSS	6.0/10	2	0	120	6.0/10	2	0	120	6.0/10	2	0	126	2.8/6	1	0	131
				TSS	6.0/11	2	0	120	6.0/11	2	0	120	6.0/11	2	0	126	2.8/6	1	0	131
				TSS	6.0/12	1	0	120	6.0/12	1	0	120	6.0/12	1	0	126	2.8/7	1	0	131
				TSS	6.0/13	1	0	120	6.0/13	1	0	120	6.0/13	1	0	126	2.8/7	1	0	131
				TSS	6.0/14	1	0	120	6.0/14	1	0	120	6.0/14	1	0	126	2.8/7	1	0	131
				TSS	6.0/15	2	0	120	6.0/15	2	0	120	6.0/15	2	0	126	2.8/7	1	0	131
30	S10	F2	S40	TSS	6.0/16	2	0	120	6.0/16	2	0	120	6.0/16	2	0	126	2.8/7	1	0	131
				TSS	6.0/17	2	0	120	6.0/17	2	0	120	6.0/17	2	0	126	2.8/7	1	0	131
				TSS	6.0/18	2	0	120	6.0/18	2	0	120	6.0/18	2	0	126	2.8/7	1	0	131
				TSS	6.0/19	2	0	120	6.0/19	2	0	120	6.0/19	2	0	126	2.8/7	1	0	131
				TSS	6.0/20	2	0	120	6.0/20	2	0	120	6.0/20	2	0	126	2.8/7	1	0	131
				TSS	6.0/21	2	0	120	6.0/21	2	0	120	6.0/21	2	0	126	2.8/7	1	0	131
				TSS	6.0/22	2	0	120	6.0/22	2	0	120	6.0/22	2	0	126	2.8/7	1	0	131
				TSS	6.0/23	2	0	120	6.0/23	2	0	120	6.0/23	2	0	126	2.8/7	1	0	131
				TSS	6.0/24	2	0	120	6.0/24	2	0	120	6.0/24	2	0	126	2.8/7	1	0	131
				TSS	6.0/25	2	0	120	6.0/25	2	0	120	6.0/25	2	0	126	2.8/7	1	0	131
30	S10	F2	S40	TSS	6.0/26	2	0	120	6.0/26	2	0	120	6.0/26	2	0	126	2.8/7	1	0	131
				TSS	6.0/27	2	0	120	6.0/27	2	0	120	6.0/27	2	0	126	2.8/7	1	0	131
				TSS	6.0/28	2	0	120	6.0/28	2	0	120	6.0/28	2	0	126	2.8/7	1	0	131
				TSS	6.0/29	2	0	120	6.0/29	2	0	120	6.0/29	2	0	126	2.8/7	1	0	131
				TSS	6.0/30	2	0	120	6.0/30	2	0	120	6.0/30	2	0	126	2.8/7	1	0	131
				TSS	6.0/31	2	0	120	6.0/31	2	0	120	6.0/31	2	0	126	2.8/7	1	0	131
				TSS	6.0/32	2	0	120	6.0/32	2	0	120	6.0/32	2	0	126	2.8/7	1	0	131
				TSS	6.0/33	2	0	120	6.0/33	2	0	120	6.0/33	2	0	126	2.8/7	1	0	131
				TSS	6.0/34	2	0	120	6.0/34	2	0	120	6.0/34	2	0	126	2.8/7	1	0	131
				TSS	6.0/35	2	0	120	6.0/35	2	0	120	6.0/35	2	0	126	2.8/7	1	0	131
30	S10	F2	S40	TSS	6.0/36	2	0	120	6.0/36	2	0	120	6.0/36	2	0	126	2.8/7	1	0	131
				TSS	6.0/37	2	0	120	6.0/37	2	0	120	6.0/37	2	0	126	2.8/7	1	0	131
				TSS	6.0/38	2	0	120	6.0/38	2	0	120	6.0/38	2	0	126	2.8/7	1	0	131
				TSS	6.0/39	2	0	120	6.0/39	2	0	120	6.0/39	2	0	126	2.8/7	1	0	131
				TSS	6.0/40	2	0	120	6.0/40	2	0	120	6.0/40	2	0	126	2.8/7	1	0	131
				TSS	6.0/41	2	0	120	6.0/41	2	0	120	6.0/41	2	0	126	2.8/7	1	0	131
				TSS	6.0/42	2	0	120	6.0/42	2	0	120	6.0/42	2	0	126	2.8/7	1	0	131
				TSS	6.0/43	2	0	120	6.0/43	2	0	120	6.0/43	2	0	126	2.8/7	1	0	131
				TSS	6.0/44	2	0	120	6.0/44	2	0	120	6.0/44	2	0	126	2.8/7	1	0	131
				TSS	6.0/45	2	0	120	6.0/45	2	0	120	6.0/45	2	0	126	2.8/7	1	0	131
30	S10	F2	S40	TSS	6.0/46	2	0	120	6.0/46	2	0	120	6.0/46	2	0	126	2.8/7	1	0	131
				TSS	6.0/47	2	0	120	6.0/47	2	0	120	6.0/47	2	0	126	2.8/7	1	0	131
				TSS	6.0/48	2	0	120	6.0/48	2	0	120	6.0/48	2	0	126	2.8/7	1	0	131
				TSS	6.0/49	2	0	120	6.0/49	2	0	120	6.0/49	2	0	126	2.8/7	1	0	131
				TSS	6.0/50	2	0	120	6.0/50	2	0	120	6.0/50	2	0	126	2.8/7	1	0	131
				TSS	6.0/51	2	0	120	6.0/51	2	0	120	6.0/51	2	0	126	2.8/7	1	0	131
				TSS	6.0/52	2	0	120	6.0/52	2	0	120	6.0/52	2	0	126	2.8/7	1	0	131
				TSS	6.0/53	2	0	120	6.0/53	2	0	120	6.0/53	2	0	126	2.8/7	1	0	131
				TSS	6.0/54	2	0	120	6.0/54	2	0	120	6.0/54	2	0	126	2.8/7	1	0	131
				TSS	6.0/55	2	0	120	6.0/55	2	0	120	6.0/55	2	0	126	2.8/7	1	0	131
30	S10	F2	S40	TSS	6.0/56	2	0	120	6.0/56	2	0	120	6.0/56	2	0	126	2.8/7	1	0	131
				TSS	6.0/57	2	0	120	6.0/57	2	0	120	6.0/57	2	0	126	2.8/7	1	0	131
				TSS	6.0/58	2	0	120	6.0/58	2	0	120	6.0/58	2	0	126	2.8/7	1	0	131
				TSS	6.0/59	2	0	120	6.0/59	2	0	120	6.0/59	2	0	126	2.8/7	1	0	131
				TSS	6.0/60	2	0	120	6.0/60	2	0	120	6.0/60	2	0	126	2.8/7	1	0	131
				TSS	6.0/61	2	0	120	6.0/61	2	0	120	6.0/61	2	0	126	2.8/7	1	0	131
				TSS	6.0/62	2	0	120	6.0/62	2	0	120	6.0/62	2	0	126	2.8/7	1	0	131
				TSS	6.0/63	2	0	120	6.0/63	2	0	120	6.0/63	2	0	126	2.8/7	1	0	131
				TSS	6.0/64	2	0	120	6.0/64	2	0	120	6.0/64	2	0	126	2.8/7	1	0	131
				TSS	6.0/65	2	0	120	6.0/65	2	0	120	6.0/65	2	0	126	2.8/7	1	0	131
30	S10	F2	S40	TSS	6.0/66	2	0	120	6.0/66	2	0	120	6.0/66	2	0	126	2.8/7	1	0	131
				TSS	6.0/67	2	0	120	6.0/67	2	0	120	6.0/67	2	0	126	2.8/7	1	0	131
				TSS	6.0/68	2	0	120	6.0/68	2	0	120	6.0/68	2	0	126	2.8/7	1	0	131
				TSS	6.0/69	2	0	120	6.0/69	2	0	120	6.0/69	2	0	126	2.8/7	1	0	131
				TSS	6.0/70	2	0	120	6.0/70	2	0	120	6.0/70	2	0	126	2.8/7	1	0	131
				TSS	6.0/71	2	0	120	6.0/71	2	0	120	6.0/71	2	0	126	2.8/7	1	0	131
				TSS	6.0/72	2	0	120	6.0/72	2	0	120	6.0/72	2	0	126	2.8/7	1	0	131
				TSS	6.0/73	2	0	120	6.0/73	2	0	120	6.0/73	2	0	126	2.8/7	1	0	131
				TSS	6.0/74	2	0	120	6.0/74	2	0	120	6.0/74	2	0	126	2.8/7	1	0	131
				TSS	6.0/75	2	0	120	6.0/75	2	0	120	6.0/75	2	0	126	2.8/7	1	0	131
30	S10	F2	S40	TSS	6.0/76	2	0	120	6.0/76	2	0	120	6.0/76	2	0	126	2.8/7	1	0	131
				TSS	6.0/77	2	0	120	6.0/77	2	0	120	6.0/77	2	0	126	2.8/7	1	0	131
				TSS	6.0/78	2	0	120	6.0/78	2	0	120	6.0/78	2	0	126	2.8/7	1	0	131
				TSS	6.0/79	2	0	120	6.0/79	2	0	120	6.0/79	2	0	126	2.8/7	1	0	131
				TSS	6.0/80	2	0	120	6.0/80	2	0	120	6.0/80	2	0	126	2.8/7	1	0	131
				TSS	6.0/81	2	0	120	6.0/81	2	0	120	6.0/81	2	0	126	2.8/7	1	0	131
				TSS	6.0/82	2	0	120	6.0/82	2	0	120	6.0/82	2	0	126	2.8/7	1	0	131
				TSS	6.0/83	2	0	120	6.0/83	2	0	120	6.0/83	2	0	126	2.8/7	1	0	131
				TSS	6.0/84	2	0	120	6.0/84	2	0	120	6.0/84	2	0	126	2.8/7	1	0	131
				TSS	6.0/85	2	0	120	6.0/85	2	0	120	6.0/85	2	0	126	2.8/7	1	0	131
30	S10	F2	S40	TSS	6.0/86	2	0	120	6.0/86	2	0	120	6.0/86	2	0	126	2.8/7	1	0	131
				TSS	6.0/87	2	0	120	6.0/87	2	0	120	6.0/87	2	0	126	2.8/7	1	0	131
				TSS	6.0/88	2	0	120	6.0/88	2	0	120	6.0/88	2	0	126	2.8/7	1	0	131
				TSS	6.0/89	2	0	120	6.0/89	2	0	120	6.0/89	2	0	126	2.8/7	1	0	131
				TSS	6.0/90	2	0	120	6.0/90	2	0	120	6.0/90	2	0	126	2.8/7	1	0	131
				TSS	6.0/91	2	0	120	6.0/91	2	0	120	6.0/91	2	0	126	2.8/7	1	0	131
				TSS	6.0/92	2	0	120	6.0/92	2	0	120	6.0/92	2	0	126	2.8/7	1	0	131
				TSS	6.0/93	2	0	120	6.0/93	2	0	120	6.0/93	2	0	126	2.8/7	1	0	131
				TSS	6.0/94	2	0	120	6.0/94	2	0	120	6.0/94	2	0					

Drawing: P:\2019\1925000\hobbs-black\1925000\SUBMITTALS\1925000-1.dwg
Date: Apr 15, 2022, 7:42pm Layout: FLOOR PLANS Plotted by: jms



FIRST LEVEL FLOOR PLAN
SCALE - 1/4" = 1'-0"

Sheet Size - 24x36
© Copyright 2012 Hobbs-Black Architects, Inc.
ALL RIGHTS RESERVED

PUD SUBMISSION 04/20/2022
DATE ISSUED
DRAWN BY
CHECKED BY

HOBBS + BLACK
ARCHITECTS

100 N. State St.
Ann Arbor, MI 48104
P 734.663.4189
www.hobbs-black.com

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

PROJECT

CONSULTANT

FLOOR PLANS

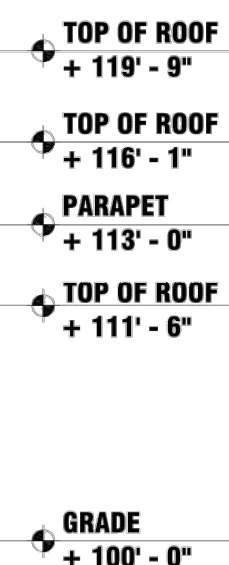
SHEET TITLE

19-200

PROJECT NUMBER

A-1

SHEET NUMBER



Architectural elevation drawing of the EMUCU building facade. The drawing shows a long, low-profile building with a flat roof and large glass windows. The facade is composed of different materials: metal panels (silver and green), cast stone, and glazing. The building is set against a blue sky with clouds. The drawing is labeled with material names and section markers (E, D, C, B, A) at the top.

Labels at the top of the drawing:

- E
- D
- C
- B
- A

Material labels above the building:

- GLAZING STOREFRONT
- METAL PANEL SILVER
- CAST STONE
- GLAZING CURTAIN WALL
- METAL PANEL GREEN
- GLAZING STOREFRONT
- GLAZING CURTAIN WALL

The building features a central section with a green metal panel roof and a large glass curtain wall. To the left, there is a section with a silver metal panel roof and a glass storefront. To the right, there is another section with a green metal panel roof and a glass storefront. The building is set on a sloping ground.

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

Architectural elevation drawing of the building facade. The drawing shows a long, low-profile building with a flat roof. The facade is composed of several materials: a green glazing curtain wall on the left, a section of cast stone, a silver metal panel, a green metal panel, a green glazing storefront, and a green metal panel on the right. The building is set against a blue sky with clouds and a grey ground plane. Callout lines point to the following materials:

- GLAZING CURTAIN WALL
- CAST STONE
- METAL PANEL SILVER
- METAL PANEL GREEN
- GLAZING STOREFRONT
- METAL PANEL GREEN

[illegible]

Technical drawing of a 6' x 6' galvanized steel panel gate. The drawing shows a side elevation of the gate, which is a rectangular panel with vertical slats, mounted on a frame. The gate is shown in a partially open position, revealing the internal structure and the latch mechanism. The dimensions are as follows:

- Overall width: 6'-11"
- Overall height: 6'-11"
- Gate panel width: 6'-11" x 6'-0"
- Gate panel height: 6'-11" x 6'-0"
- Gate panel material: CORRUGATED GALVANIZED STEEL PANEL GATE
- Gate panel frame: GALVANIZED STEEL FRAME
- Gate panel latch: LATCH WITH PADLOCK HASP
- Gate panel coping: METAL COPING
- Gate panel post: 3" DIA. FENCE POST
- Gate panel post spacing: 2' 3/4" MAX.
- Gate panel post height: 5'-8 1/4"
- Gate panel post base: 2'-8"
- Gate panel post top: 5'-8"
- Gate panel post bottom: 5'-8"
- Gate panel post top cap: 4" CAST STONE

[illegible]

Sheet Size - 24x36
© Copyright 2016 Hobbs+Black Associates, Inc.
ALL RIGHTS RESERVED

PUD SUBMISSION	04/20/2022
DATE ISSUED	

CHECKED BY _____

HOBBS + BLACK
ARCHITECTS

100 N. State St.
Ann Arbor, MI 48104
P.734.663.4189
www.hobbs-black.com

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

PROJECT

CONSULTANT

EXTERIOR ELEVATIONS

SHEET TITLE

19-200

PROJECT NUMBER

A-2

SHEET NUMBER



A1 FRONT VIEW
A-3 SCALE -
FLOOR



C1 AERIAL VIEW 1
A-3 SCALE -
FLOOR



C1 ENTRANCE VIEW
A-3 SCALE -
FLOOR



D1 AERIAL VIEW 2
A-3 SCALE -
FLOOR

Sheet Size - 24x36
© Copyright 2012 Hobbs+Black Associates, Inc.
ALL RIGHTS RESERVED

PUD SUBMISSION 04/10/2022

DATE ISSUED

DRAWN BY

CHECKED BY

HOBBS + BLACK
ARCHITECTS

1001 State St
Ann Arbor, MI 48104
P 734.663.4189
www.hobbs-black.com

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

PROJECT

CONSULTANT

EXTERIOR
RENDERINGS

SHEET TITLE

19-200

PROJECT NUMBER

A-3

SHEET NUMBER

Drawing: P:\2019\192000\Exterior Renderings\SUBMITTAL\192000A-3.dwg
Date: Apr 13, 2022, 3:41pm
Upjohn: EXTERIOR RENDERINGS
Plotted by: nh



**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.

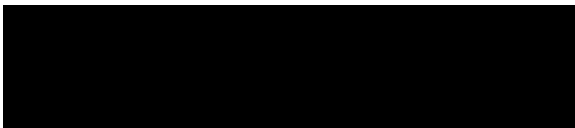
The Planning and Development Department reserves the right to reject any incomplete submission.

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.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Joe Meyers
DATE: July 12, 2022
SUBJECT: Amendment to Previously Approved Resolution No. 2022-140

DESCRIPTION:

Amendment to Previously Approved Resolution No. 2022-140

SUMMARY:

When initially approved on June 21, 2022 Resolution No. 2022-140 only included one of the entities involved in the development of the 845 & 945 Clark property. This resolution simply adds the additional entity "Clark Road Family Limited Dividend Housing Association Limited Partnership". It also references the 3% PILOT in place of the Emergency Services Agreements adopted in June. It inserts a section about the agreements and reduces the amount of the PILOT's to \$100.

The agreement attached now includes the amendment made during the June 21, 2022 City Council meeting (listed as #14 in the agreement) as follows:

Each Owner shall cause the W. Clark Road improvements to extend to the end of the current public right of way. The final scope of the W. Clark Road improvements will be governed by the Road Improvement Legal Agreement with the Washtenaw County Road Commission (WCRC), and the scope of all W. Clark Road work will be subject to WCRC's discretion and final approval.

Legal counsel has approved these agreements to form.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Amended agreement

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-161
July 12, 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 Clark Road Family 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 12 day of July 2022

#Resolution No. 2022-161

**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.
- 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.
- 14) Each Owner shall cause the W. Clark Road improvements to extend to the end of the current public right of way. The final scope of the W. Clark Road improvements will be governed by the Road Improvement Legal Agreement with the Washtenaw County Road Commission (WCRC), and the scope of all W. Clark Road work will be subject to WCRC's discretion and final approval.

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 an annual payment for each Project in an amount of one hundred (\$100) dollars (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. Emergency Services Agreement.

The City will provide Emergency Services to the Projects. For purposes of this Agreement, "Emergency Services" includes, but is not limited to, 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. The Parties acknowledge and agree that the Emergency Services may be greater for the Projects than typically situated residential developments. Therefore, the City will enter in an emergency services agreement (the "ESA") with Senior Owner and the Family Owner to provide an annual fee to compensate the City for its costs in providing Emergency Services to the Projects (the "Emergency Services Fee").

The initial Emergency Services Fee for the Senior Project shall be \$55,808, and for each subsequent year, the prior year's payment amount shall be increased by the lesser of 3 percent or the annual average of 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 Emergency Services Fee shall commence on January 1st of the year following the year in which the Senior Project placed in service, as such term is used in Section 42 of the Internal Revenue Code of 1986 (the "Code") and shall end on the day the PILOT for the Senior Project expires or is terminated.

The initial Emergency Services Fee for the Family Project shall be \$65,013, and for each subsequent year, the prior year's payment amount shall be increased by the lesser of 3 percent or the annual average of 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 Emergency Services Fee shall commence on January 1st of the year following the year in which the Family Project placed in service, as such term is used in the Code, and shall end on the day the PILOT for the Family Project expires or is terminated.

D. 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.

E. 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.

F. 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.

23999196v6

[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

**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.
- 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.

14) Each Owner shall cause the W. Clark Road improvements to extend to the end of the current public right of way. The final scope of the W. Clark Road improvements will be governed by the Road Improvement Legal Agreement with the Washtenaw County Road Commission (WCRC), and the scope of all W. Clark Road work will be subject to WCRC's discretion and final approval.

Formatted: Font: (Default) Tahoma, 12 pt

Formatted: Left, Indent: Left: 0.5", No bullets or numbering

Formatted: Font: (Default) Tahoma, 12 pt

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 an annual payment for each Project in an amount of one hundred (\$100) dollars (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.

Formatted: Underline

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. Emergency Services Agreement.

The City will provide Emergency Services to the Projects. For purposes of this Agreement, "Emergency Services" includes, but is not limited to, 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. The Parties acknowledge and agree that the Emergency Services may be greater for the Projects than typically situated residential developments. Therefore, the City will enter in an emergency services agreement (the "ESA") with Senior Owner and the Family Owner to provide an annual fee to compensate the City for its costs in providing Emergency Services to the Projects (the "Emergency Services Fee").

The initial Emergency Services Fee for the Senior Project shall be \$55,808, and for each subsequent year, the prior year's payment amount shall be increased by the lesser of 3 percent or the annual average of 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 Emergency Services Fee shall commence on January 1st of the year following the year in which the Senior Project placed in service, as such term is used in Section 42 of the Internal Revenue Code of 1986 (the "Code") and shall end on the day the PILOT for the Senior Project expires or is terminated.

The initial Emergency Services Fee for the Family Project shall be \$65,013, and for each subsequent year, the prior year's payment amount shall be increased by the lesser of 3 percent or the annual average of 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 Emergency Services Fee shall commence on January 1st of the year following the year in which the Family Project placed in service, as such term is used in the Code, and shall end on the day the PILOT for the Family Project expires or is terminated.

D. 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.

E. 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.

F. 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.

23999196v6

[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



Resolution No. 2022-150 TABLED
July 12, 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
12 day of July 2022

#Resolution No. 2022-150 TABLED

	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									
		Electrical contractor	32		32									
		Plumbing contractor	15		15									
		Mechanical contractor	15		15									
	18-31(b)	Appeals to Building Board of Appeals per structure	County fees +52		County fees + 52									

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)		
		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		
		Reinspection's	\$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				
		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		
		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		

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)			2022/23 Fee (\$)				
		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			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+*		
					*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		
		Preapplication Meeting	200	200		
	122-309	Engineering: Plan Review Phase				
		Construction Estimate Less Than \$50,000	6% - Minimum 500	6% - Minimum 500		
		Construction Estimate Between \$50,000 - \$100,000	5% + Minimum 3,500	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	3% - Minimum 6,000	3% - Minimum 6,000		
		Construction Estimate More Than \$500,000	2.5% - Minimum 12,000	2.5% - Minimum 12,000		
	122-309	Engineering: Construction Phase				
		Construction Estimate Less Than \$50,000	9.0% - Minimum 1,000 Construction	9.0% - Minimum 1,000 Construction		
		Construction Estimate Between \$50,000 - \$100,000	6,000 + 8.0% of amount over 50,000	6,000 + 8.0% of amount over 50,000		
		Construction Estimate Between \$100,000 - \$500,000	11,500 + 6.0% of amount over	11,500 + 6.0% of amount over		
		Construction Estimate More Than \$500,000	35,000 + 5.0% 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		
	6-43	Application for license to sell	500	500		

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)		
	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				
		Traffic and Vehicle Fees								
		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				
		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, \$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		
	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		

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)			2022/23 Fee (\$)				
			1st	2nd	3rd	1st	2nd	3rd		
		Snow Removal								
	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 (\$)				
	122-375	Zoning	\$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		
		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								
		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				

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)		
		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)	150/first 2 hours	150/first 2 hours		
		Amphitheater Rental (Frog Island Park)	150/first 2 hours	150/first 2 hours		
		Pavilion Rental (resident)	75/first 2 hours	75/first 2 hours		
		Pavilion Rental (nonresident)	90/first 2 hours	90/first 2 hours		
		Each Additional Hour of Pavilion Rental	35 per hour	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		
	10-312	Permit for Film on Public Property	250	250		
		Permit for Film on Private Property	100	100		

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)		
Film Permit		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	40	40		
Special Events Parking		Special Events Parking Permit	12/day	12/day		
		Parking Lot Rental (Class 1 and 2 Events)	350/day & up	350/day & up		
		Parking Lot Rental (Class 3 and 4 Events)	500/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	59/hr	59/hr		
		Police Sergeant	74/hr	74/hr		
		Police Lieutenant	76/hr	76/hr		
		Dispatcher	76/hr	76/hr		
		Dispatch Supervisor	96/hr	96/hr		

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)		
		Dispatch	39/hr	39/hr		
		Firefighter	40/hr	40/hr		
		Firefighter Officer	48/hr	48/hr		
		DPS Operator ST	38/hr	38/hr		
		DPS Operator OT	57/hr	57/hr		
		DPS Operator DT	75/hr	75/hr		
		DPS Supervisor ST	44/hr	44/hr		
		DPS Supervisor OT	66/hr	66/hr		
		DPS Supervisor DT	88/hr	88/hr		
		Administrative Services				
		Parade Route	90/hr	90/hr		
		Traffic Control Plan	90/hr	90/hr		
		Walk/Run Route	90/hr	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	13	13		
		Police Cruiser	9	9		
		Class 1 Engine	495	495		
		Aerial Truck	715	715		
		Support Vehicle	165	165		
		Equipment: Department of Public Services				
		Custom Temp No Parking Signs Includes Date & Time (per bundle of 10)	35.00 per 10	35.00 per 10		
		Barricades - small	5.00/day	5.00/day		
		Barricades - large (for street closures)	17.00/day	17.00/day		
		Traffic Cones 18" or 25"	3.00/day	3.00/day		
		Traffic Cones 42"	4.00/day	4.00/day		
		Road Signs	9.00/day	9.00/day		
		Car - Crown Vic	11.00/hr	11.00/hr		
		Arrowboard (V #2)	6.00/hr	6.00/hr		
		Snow Blower (V #3)	4.00/hr	4.00/hr		
		Stake Truck (V #131)	10.00/hr	10.00/hr		
		Pickup Truck (V #101)	10.00/hr	10.00/hr		

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)		
		Small Dump truck (V #104)	10.00/hr	10.00/hr		
		Large Dump truck-no plow (V #109 no plow)	48.00/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)	15.00/hr	15.00/hr		
		Trailer (V-117)	7.00/hr	7.00/hr		
		Weed Whip (V #423)	4.00/hr	4.00/hr		
		Mower (V 448)	26.00/hr	26.00/hr		
		Sweeper (V #142)	105.00/hr	105.00/hr		
		Loader (V #129)	70.00/hr	70.00/hr		
		Rear Packet Truck (V#603)	29.00/hr	29.00/hr		
		Bobcat (V#128)	51.00/hr	51.00/hr		
		Bobcat with Palled Fork (V# 128A)	57.00/hr	57.00/hr		
		Bobcat with Jackhammer (V# 128B)	62.00/hr	62.00/hr		
		Bobcat with Backhoe (V# 128C)	54.00/hr	54.00/hr		
		Bobcat with Stump Grinder (V#128D)	99.00/hr	99.00/hr		
		Bobcat with Snow Pusher Blade & One way Blade (V# 128E)	194.00/hr	194.00/hr		
		Bobcat with Auger bit 24" (V# 128F)	57.00/hr	57.00/hr		
		Bobcat with Tree Auger (V# 128G)	57.00/hr	57.00/hr		
		Bobcat with Grader (V# 128H)	64.00/hr	64.00/hr		
		Bobcat with Soil Conditioner (V# 128I)	66.00/hr	66.00/hr		
		Bobcat with Brush Hog (V# 128J)	64.00/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)	35	35		
		Special Events Permit Fees (nonrefundable, due 14 days in advance)				
		Class 4a events (alcohol, more than 10,000 participants)	750/day	750/day		
		Class 4 events (more than 10,000 participants)	600/day	600/day		
		Class 3a events (alcohol)	600/day	600/day		
		Class 3 events	400/day	400/day		
		Class 2 events	200	200		
		Class 1 events	100	100		
		Local Street Closure Permit (per street) (per day)	200	200		
		Major Street Closure Permit (per street) (per day)	1000	1000		
		Recurring Event Permit	See Special Events Policy	See Special Events Policy		
		Wedding Permit	See Special Events Policy	See Special Events Policy		
		Noise Permit	100	100		
		Sign/Banner Permit	35	35		

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)	2022/23 Fee (\$)		
		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	750/day	750/day		
		Class 3a events	1500/day	1500/day		
		Class 4 events	1500/day	1500/day		
		Class 4a events	1500/day	1500/day		
		Utility Fee-Electric				
		Class 4 events	100/Day	100/Day		
		Class 3 events	100/Day	100/Day		
		Class 2 events	35/day	35/day		

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/ 22 Fee (\$)	2022/ 23 Fee (\$)		
		Class 1 events	35/day	35/day		
		Utility Fee-Water				
		Class 4 events	55/day	55/day		
		Class 3 events	55/day	55/day		
		Class 2 events	20/day	20/day		
		Class 1 events	20/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	45.00/cy	45.00/cy		
		Site Restoration				
		Failure to restore site by 1:00 p.m. day following event	200/day	200/day		
		City site restoration	200, 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				
		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			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		
	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		

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)			2022/23 Fee (\$)				
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				
		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			10				
			(State law)			(State law)				
		24 hour Liquor License	n/a			n/a				
City Manager	102-255	Truck Route Special or Emergency Exception Permit	150			150				
		Parking Fees								

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)				2022/23 Fee (\$)					
	102-61 (a)	Parking rates: per hour			1			1				
	101-104 (a) (3)	Service/Landlord Vehicle Pass			100			100				
	101-104 (a) (3)	Contractor Service Pass			25			25				
	102-132	Downtown Employee Parking (prorated monthly)										
		4 months			115			115				
		1 Year			300			300				
		Permits for Residents in C District (prorated monthly)										
		4 months			57.5			57.5				
		1 Year			150			150				
	102-105 (d)	Residential parking permit fees										
		Each permit			40			40				
		Renewal			25			25				
		First Visitor Pass			0			0				
		Second visitor pass			25			25				
		Discount Downtown Permit (employee or resident, prorated monthly)										
		4 months			60			60				
		1 Year			150			150				
		Annual Renewal						135				
		replace lost physical passes						25				
		Online payments fees and credit card fees are set by the contract with the vendor										
	102-62	Impound Vehicles:										
		Impound - private property			30			30				
		Impound - police -tow-admin. fee			40			40				
		Impound Release Fee			40			40				
		Parking Violation Fees	Base Fee	Next Day	After 21 days	After 60 Days	Base Fee	Next Day	After 21 days	After 60 Days		
	102-81 (a)	Parking: blocking fire hydrant	100.00		120.00	140.00	100.00		120.00	140.00		
		Parking on street during maintenance hours (2 am to 6 am, where signed)	50.00		70.00	90.00	50.00		70.00	90.00		
	102-82	Parking on margin	35.00		55.00	75.00	35.00		55.00	75.00		
		Parking on front or side lawn	35.00		55.00	75.00	35.00		55.00	75.00		
		Parking over legal limit	25.00	15.00	40.00	60.00	25.00	15.00	40.00	60.00		
		Parking w/ expired meter	25.00	15.00	40.00	60.00	25.00	15.00	40.00	60.00		
		Unauthorized parking on private property	50.00		70.00	90.00	50.00		70.00	90.00		
		Unauthorized parking on city property	50.00		70.00	90.00	50.00		70.00	90.00		
		Truck gvw >10,000 or length >22' on residential street more than 3 hours	25.00		45.00	65.00	25.00		45.00	65.00		
		Use of a visitor permit by a resident	50.00		70.00	90.00	50.00		70.00	90.00		
		Parking w/o permit / residential permit required	50.00		70.00	90.00	50.00		70.00	90.00		
		Parking w/o permit / downtown permit required	50.00		70.00	90.00	50.00		70.00	90.00		

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)			2022/23 Fee (\$)				
Parking		Counterfeit permit	100.00		120.00	140.00	100.00		120.00	140.00
		Parking in emergency snow route	150.00		170.00	190.00	150.00		170.00	190.00
		Parking in an alley (not loading/unloading)	25.00		45.00	65.00	25.00		45.00	65.00
		Display advertising	50.00		70.00	90.00	50.00		70.00	90.00
		Displaying cars "for sale" on City property or ROW	50.00		70.00	90.00	50.00		70.00	90.00
		Selling merchandise from vehicle unless authorized by a Special Events or Peddler's Permit	75.00		95.00	115.00	75.00		95.00	115.00
		Parking for over 48 hours	25.00		45.00	65.00	25.00		45.00	65.00

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/ 22 Fee (\$)			2022/ 23 Fee (\$)				
		Parking in prohibited zone, including bus stop, taxi stand and loading zone	75.00		95.00	115.00	75.00		95.00	115.00
		Parking not fully within metered space	25.00	15.00	45.00	65.00	25.00	15.00	45.00	65.00
		Parking to wash/polish/grease/repair vehicle	25.00		45.00	65.00	25.00		45.00	65.00
		Parking of inoperative vehicle	50.00		70.00	90.00	50.00		70.00	90.00
		Parking on a sidewalk	50.00		70.00	90.00	50.00		70.00	90.00
		Parking in front of a public or private driveway	75.00		95.00	115.00	75.00		95.00	115.00
		Within an intersection.	100.00		95.00	140.00	100.00		95.00	140.00
		Parking within 15 ft. of a fire hydrant	75.00		95.00	115.00	75.00		95.00	115.00
		On a crosswalk.	75.00		95.00	115.00	75.00		95.00	115.00
		Parking within 20 ft of a crosswalk, or if there is not a crosswalk, then within 15 feet of the intersection of property lines at an intersection of highways.	50.00		70.00	90.00	50.00		70.00	90.00
		Parking within 30 ft of a flashing beacon, stop sign, or traffic-control signal	25.00		45.00	65.00	25.00		45.00	65.00
		Between a safety zone and the adjacent curb or within 30 feet of a point on the curb immediately opposite the end of a safety zone	50.00		70.00	90.00	50.00		70.00	90.00
		Parking within 50 ft of nearest rail of a R/R crossing	100.00		120.00	140.00	100.00		120.00	140.00
		Parking opposite a fire station curb / Within 20 feet of the driveway entrance to a fire station and on the side of a street opposite the entrance to a fire station within 75 feet of the entrance if properly marked by an official sign.	50.00		70.00	90.00	50.00		70.00	90.00
		Parking alongside/opposite street excavation, if the stopping, standing, or parking would obstruct traffic.	100.00		120.00	140.00	100.00		120.00	140.00
		Parking: double parking	50.00		70.00	90.00	50.00		70.00	90.00
		Upon a bridge or other elevated highway structure or within a highway tunnel.	50.00		70.00	90.00	50.00		70.00	90.00
		At a place where an official sign prohibits stopping or parking.	50.00		70.00	90.00	50.00		70.00	90.00
		In front of a theater.	50.00		70.00	90.00	50.00		70.00	90.00
		Blocking an emergency exit of a building	100.00		120.00	140.00	100.00		120.00	140.00
		Blocking a fire escape	100.00		120.00	140.00	100.00		120.00	140.00
		Parking in handicap space or zone (public or private property)	150.00		170.00	190.00	150.00		170.00	190.00
		Parking in or blocking a marked access for parking by persons with disabilities.	150.00		170.00	190.00	150.00		170.00	190.00
		Blocking or interfering with the use of a curb-cut or ramp by persons with disabilities.	100.00		120.00	140.00	100.00		120.00	140.00
		In violation of an official sign restricting the period of time for or manner of parking.	50.00		70.00	90.00	50.00		70.00	90.00
		Parking: night parking in prohibited zone	50.00		70.00	90.00	50.00		70.00	90.00
		Blocking the delivery of mail to a rural mailbox by a carrier of the United States postal service.	50.00		70.00	90.00	50.00		70.00	90.00
		Blocking an alley	50.00		70.00	90.00	50.00		70.00	90.00
		Parking in or blocking a fire lane	100.00		120.00	140.00	100.00		120.00	140.00
		Parking over 12" from curb	25.00		45.00	65.00	25.00		45.00	65.00
		Parking left side to curb (except on one-way streets)	25.00		45.00	65.00	25.00		45.00	65.00
		Parking motor running, car unattended	25.00		45.00	65.00	25.00		45.00	65.00

Dept./Div.	Ordinance Sec. No.	Type of Fee	2021/22 Fee (\$)			2022/23 Fee (\$)				
		Improper Parking	33.00		53.00	73.00	33.00		53.00	73.00



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 2020-21) (Res. 2021-22)

Dept./Div.	Ordinance Sec. No.	Shortcode Code for Treasury	G/L ACCT #	Type of Fee	2020/21 Fee (\$)	2021/22 Fee (\$)	Notes
		150	101-4-2150-607-05	Notary Public Service - Signature and seal (per notarized document)	10	10	
		142	101-4-6000-694-01	Freedom of Information Act (FOIA) Requests	Actual cost; See FOIA Policy	Actual cost; See FOIA Policy	
Assessor	22-35		101-4-6000-607-05	Business License Application Fee	90	See Commercial Business Inspection	
			101-4-6000-607-05	Real Estate agent access to sketch program	0	0	
	144		101-4-6000-607-05	Copy of building sketch	0.50	0.50	
	104	101-4-3710-461-00		Plan Review	20% of permit cost as deposit + balance of review costs due when	20% of permit cost as deposit + balance of review costs due when permit issued	
	104	101-4-3710-461-00		Zoning review-accessory structures and fences	70	70	
				Permits			
	18-3			Building Permit			
	104	101-4-3710-461-00		First \$1,000 of construction value or less	60	60	
	104	101-4-3710-461-00		Each additional \$1,000 or fraction thereof	11	11	
	104	101-4-3710-461-00		Demolition Permit	60	60	
	104	101-4-3710-461-00		First \$1,000 of work contract or less	11	11	
	164	101-4-3710-461-03		Plumbing Permit (per inspection/service/unit/appliance)	60	60	
	118	101-4-3710-461-01		Electrical Permit (per inspection/service/appliance)	60	60	
	206	101-4-3710-461-02		Mechanical Permit (per inspection/service/system/unit/appliance)	60	60	
				Sign Permit	100	100	
	94-150	101-4-3710-461-00		Outdoor Cafe, Restaurant, and Beer Garden Annual Fee	75	75	
				All other permit (minimum fee)	60	60	
	14-13	101-4-3710-461-00		Chicken or Bee permit application	25	25	
				Contractor's registration			
	104	101-4-3710-461-00		Residential builders, alteration and maintenance	32	32	
	150	101-4-3710-461-05		Sign contractor license/registration	32	32	
				Electrical contractor	32	32	
				Plumbing contractor	15	15	
				Mechanical contractor	15	15	
	18-31(0)	101-4-3710-461-00		Appeals to Building Board of Appeals per structure	County fees + \$2	County fees + \$2	
				Certificate of Occupancy (each unit or tenant)			
	152	101-4-3710-461-04		Residential	50	50	
				Certificate of Compliance Inspection Fees			
	18-151			Single Family* - Initial Inspection	\$150 per unit	\$150 per unit	
				Single Family* - Recertification (2-year)	\$100 per unit	\$100 per unit	
				Reinspection	\$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	\$85 per unit	\$85 per unit	
				Reinspection	\$55 per inspection	\$55 per inspection	
				Multi-Family Complex - Recertification (2-year)	\$250 per building inspected plus \$35 per unit	\$250 per building inspected plus \$35 per unit	
				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	
				Business House - recertification	\$120 per structure	\$120 per structure	
				Reinspection	\$55 per inspection	\$55 per inspection	
				No Show Fee - Multi family (per unit)	\$85 per inspection	\$85 per inspection	
				No Show Fee - 1 & 2 family (per unit)	\$85 per unit	\$85 per unit	
				Late Payment Fee	Original fee plus 1/2 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			
	100	101-4-3710-461-04		Business Occupancy Permit- Without Change of Use (Initial)	75		
	100	101-4-3710-461-04		Business Occupancy Permit- With Change of Use (Initial)	150		
				Retail - Small (Under 2,500 SQ FT)		75	
				Retail - Large (Over 2,500 SQ FT)		150	
				Restaurant - Small (Under 2,500 SQ FT)		75	
				Restaurant - Large (Over 2,500 SQ FT)		150	
				Personal Service (barber, salon, tattoo, etc.)		100	
				Medical - Small (Under 2,500 SQ FT)		75	
				Medical - Large (Over 2,500 SQ FT)		150	
				Medical - Large (per additional floor)		75	
				Automotive (sales/repair/gas station)		175	
				Assembly (hall, church, etc.)		150	
				Industrial/Manufacturing/Warehousing - Small (Under 5,000 SQ FT)		250	
				Industrial/Manufacturing/Warehousing - Large (Over 5,000 SQ FT)		350	
				Vacant Buildings			
	18-190	226	101-4-3710-461-09	Vacant Building Inspection Fee	75	150	
				Escrow Account (Monthly)	300	300	
	220	101-255-01		Vacant building - not "regularly occupied"	75	75	
	220	101-255-01		New building/structure	50	50	
	220	101-255-01		All other vacant buildings - including dangerous buildings	300	300	
	42-69	204	101-4-3720-607-06	Maintenance of exterior premises - City cleanup	50+*	50+*	
				*Plus actual cost of hired contractor			
				General & Administrative			
				Zoning Map or Text copies; Copies of adopted plans	Actual cost; See FOIA Policy	Actual cost; See FOIA Policy	
				Hawthorne Location Letter	100	200	
				Code Compliance Letter	100	100	
				Zoning			
	122-303	178	101-4-7210-607-01	Zoning Map amendment	1000	1500	
		178	101-4-7210-607-01	Zoning Text amendment	1000	1000	
				Appeal of staff interpretation	250	500	
				Specific interpretation	250	500	
		178	101-4-7210-607-01	Area Variance - SF Residential	200	500	
		178	101-4-7210-607-01	Area Variance - other use	450	1000	
		178	101-4-7210-607-01	All variance types, each variance requested beyond first on same site/application.	250	250	
		162	101-4-7210-676-05	Pre-development meeting (related to site plan)	75	75	
		162	101-4-7210-676-05	Administrative fee for site work started without issuance of applicable permit	50	50	
		120	101-383-00	Site Plan Review	500+*	500+*	
				*plus engineering review fees as applicable		*plus engineering review fees as applicable	
		120	101-283-00	Site Plan review (additional revision review)	75	200	
				Sketch Plan Review	100	100	
		162	101-4-7210-676-05	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	
				Address Assignment	100/Per address or 500/per development	100/Per address or 500/per development	
				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 Division	25		
		190	101-4-3710-461-05	Signage Signs		See sign permit fee	
	122-794	162	101-4-7210-607-01	PUD Application *	1000+*	1500+*	
		162		*plus \$5/1,000 of new or redeveloped non-residential or \$5/unit of new or redeveloped residential construction and associated review fees			
		162	101-4-7210-607-01	PUD Application (Adaptive Re-Use)	550	550	
	94-271		101-4-7210-607-01	Alley/Street Closure (Application fee plus construction escrow)	750 fee + 1000 escrow	750 fee + 1000 escrow	
	94-291		101-4-7210-607-01	Alley/Street Vacation	1500	1500	
	122-625		101-4-7210-607-01	Lot split application	50	50	
				Tax Abatement			
	162		101-4-3720-676-05	Creation of a District (public notice, preparation for City Council)	200	1000	
	162		101-4-3720-676-05	Application Review and Recommendation	500	500	
				Historic Preservation			

	54-61	222	101-4-6030-477-00	Historic District work permit application fee	30+*	45+*
			101-4-6030-676-02	Administrative Fee for HDC work started without issuance of applicable permit	*plus \$5 per \$3000 of labor and	*plus \$5 per \$3000 of labor and material
			101-4-6030-676-02	Historic District work permit application fee, flat fee for paint-only application	50	50
					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
				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
				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 Escrow	9.0% - Minimum 1,000 Construction Escrow
				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 100,000
				Construction Estimate More Than \$500,000	28,000 + 4.0% of amount over 500,000	35,000 + 5.0% of amount over 500,000
				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.		

Administrative
Hearings Bureau

Department of Public
Services

Facilities

94-136	230	101-4-3730-607-11	Snow removal from parking lot serving less than 10 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
94-136	230	101-4-3730-607-11	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									
110-34	230	101-4-3730-607-11	Trees and shrubs	1st violation	2nd violation	3rd violation	1st violation	2nd violation	3rd violation
				\$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	230	101-4-3730-607-11	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	204	101-4-3720-607-06	Leak collection charge for cost of cutting weeds			50			
Zoning Violations									
122-375	230	101-4-3730-607-11	Zoning	1st violation	2nd violation	3rd violation	1st violation	2nd violation	3rd violation
				\$75 after 10 business -days	\$100, \$125 after 10 business -days	\$200, \$225 after 10 business -days	\$75 after 10 business -days	\$100, \$125 after 10 business -days	\$200, \$225 after 10 business -days
AHB Ordinance Costs									
230	101-4-3730-607-11	Abatement costs		Actual cost plus fee			Actual cost plus fee		
230	101-4-3730-607-11	Prosecution Costs		75			75		
230	101-4-3730-607-11	Building Costs		75			75		
230	101-4-3730-607-11	Administrative Hearings Bureau (AHB) Costs		250			250		
230	101-4-3730-607-11	Administrative Hearings Bureau Costs - Waiver		Waive \$50 in AHB Costs if paid within 30 days			Waive \$50 in AHB Costs if paid within 30 days		
230	101-4-3730-607-11	State JSA (set by state statute)		10			10		
230	101-4-3730-607-11	Continuance/Adjustment		50			50		
230	101-4-3730-607-11	Default		50			50		
230	101-4-3730-607-11	Show Cause		50			50		
230	101-4-3730-607-11	Motion to Set Aside Default		50			50		
Department of Public Services									
180	202(3)-4-0000-476-01	Street cut or curb cut - per opening		60			60		
180	202(3)-4-0000-476-01	Right of Way permit (sidewalk)		60			60		
180	202(3)-4-0000-476-01	Right of Way permit (utility)		130			130		
180	202(3)-4-0000-476-01	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 with all requirements of law that is to remain in effect for a period of not less than 18 months from work start date.									
180	101-265-01	property line to back of curb		3000			3000		
180	101-265-01	property line to 1/2 pavement width		5000			5000		
180	101-265-01	property line to full pavement width		10,000			10,000		
94-112	180	each boring pit		250			250		
				320+*			320+*		
	174	226-4-0000-626-03	Moving building, license application fee (*Owner also responsible for materials used)						
	174	226-4-0000-626-03	Recycle bins - each	10			12		
	174	226-4-0000-694-01	Trash Stickers	2.50			2.50		
	174		Bulk Item stickers	20.00			20.00		
	124		Freon Removal stickers	35.00			35.00		
110-77	124	101-4-4410-676-03	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			300		
When such deployment will not require a new or replacement pole in right of way				200			200		
For zoning applications to install or modify a wireless support structure in right of way				1000			1000		
To install or modify a small wireless facility outside the right of way				500			500		
Annual rent: per small cell wireless facility per year				20			20		
Annual rent: For utility pole or support structure erected by or on behalf of a wireless provider after March 12, 2019.				125			125		
Administrative Fees									
101-4-4410-676-03		Administration fee (monthly billings & special service invoices)		10% for annual amounts less than \$25,000			10% for annual amounts less than \$25,000		
101-4-4410-676-03		Administration fee (monthly billings & special service invoices)		5% for annual amounts over \$25,000			5% for annual amounts over \$25,000		
101-4-4410-676-03		Late fee for invoices		2%			2%		
101-4-4410-676-03		Over 30 days		Additional 2%			Additional 2%		
101-4-4410-676-03		Over 60 days		2%			2%		
101-4-4410-676-03		Removal of abandoned materials in City Right-of-Way (Barricades, Construction Signs, etc.)		5			5		
101-4-4410-676-03		Daily Storage Fee per item for abandoned materials removed from City Right-of-Way (Barricades, Construction Signs, etc.)		5			5		
Facilities and Public Property									
78-124	184	101-273-11	Fees for rental of Senior Citizens center, Parkridge Community Center and Rutherford Pool are hereby established, but set by operations management at each facility. Contact each facility directly for reservations, terms and conditions						
		101-273-11	Senior Center (2 hr. min.)	55/hr.			55/hr.		
		101-273-11	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 lot splash)	265			265		
			PUNCH CARD PASSES (5 ENTRIES)						
			Youth (ages 2-7)	12			12		
			Adult (ages 18-54)	16			16		
			Seniors (ages 55 and above)	11			11		
			TOT SPLASH	1.75/child			1.75/child		
			(Free with family season pass)						
			Freighthouse Plaza	+					
		101-273-11	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						
Park Reservation Fees									
78-125		101-4-4420-676-05	Gazebo Rental (Riverside Park)	150/first 2 hours, 25 each additional hour			150		
		101-4-4420-676-05	Amphitheater Rental (Frog Island Park)	150/first 2 hours, 25 each additional hour			150		
		101-4-4420-676-05	Pavilion Rental (resident)	75/first 2 hours, 25 each additional hour			75		
		101-4-4420-676-05	Pavilion Rental (nonresident)	90/first 2 hours, 25 each additional hour			90		

Parks			Each Additional Hour of Pavilion Rental		35 per hour
		101-4-4420-676-05	Reverse Park key (refundable deposit)	25	25
		101-4-4420-676-05	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		112	101-4-0000-607-05	Reprint of W-2/1099-B, Copy of Payroll check stub (non-public)	Actual cost; See FOIA Policy
					Actual cost; See FOIA Policy
Film Permit	10-312		101-4-4420-676-03	Permit for Film on Public Property	250
			101-4-4420-676-03	Permit for Film on Private Property	100
			101-4-4420-676-05	Deposit (if City Services are required)	3000
			101-4-4420-676-05	Daily Public Property Use-per day	107
Special Events Parking	10-312/10-268	192	101-4-4420-676-05	Parking Space Rental(per day	25 (meter and non-meter)
		192	101-4-3070-676-02	Parking Officer	40
			101-4-2530-462-00	Special Events Parking Permit	12/day
				Parking Lot Rental (Class 1 and 2 Events)	\$350/day & up
				Parking Lot Rental (Class 3 and 4 Events)	\$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					
	192	101-4-3070-676-02	Police Officer	59/hr.	59/hr.
	192	101-4-3070-676-02	Police Sergeant	74/hr.	74/hr.
	192	101-4-3070-676-02	Police Lieutenant	76/hr.	76/hr.
	192	101-4-3070-676-02	Dispatcher	76/hr.	76/hr.
	192	101-4-3070-676-02	Dispatch Supervisor	96/hr.	96/hr.
	192	101-4-3070-676-02	Dispatch	39/hr.	39/hr.
	192	101-4-3300-676-01	Firefighter	40/hr.	40/hr.
	192	101-4-3300-676-01	Firefighter Officer	48/hr.	48/hr.
		101-4-4420-676-04	DPS Operator ST	38/hr.	38/hr.
		101-4-4420-676-04	DPS Operator OT	57/hr.	57/hr.
		101-4-4420-676-04	DPS Operator DT	75/hr.	75/hr.
		101-4-4420-676-04	DPS Supervisor ST	44/hr.	44/hr.
		101-4-4420-676-04	DPS Supervisor OT	66/hr.	66/hr.
		101-4-4420-676-04	DPS Supervisor DT	88/hr.	88/hr.
Administrative Services					
		101-4-4420-676-04	Permit Route	90/hr.	90/hr.
		101-4-4420-676-04	Traffic Control Plan	90/hr.	90/hr.
		101-4-4420-676-04	Walk/Run Route	90/hr.	90/hr.
		101-284-08	Special Event Applicant shall reimburse the City for all actual costs incurred by the Visitant 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					
	192	101-4-3070-676-02	Mobile Command	13	13
	192	101-4-3070-676-02	Police Cruiser	9	9
	192	101-4-3300-676-01	Class 1 Engine	495	495
	192	101-4-3300-676-01	Aerial Truck	715	715
	192	101-4-3300-676-01	Support Vehicle	165	165
Equipment: Department of Public Services					
		101-4-4410-676-03	Custom Temp No Parking Signs Includes Date & Time (per bundle of 10)	25.00 per 10	35.00 per 10
		101-4-4410-676-03	Barricades - small	4.00/day	5.00/day
		101-4-4410-676-03	Barricades - large (for street closures)	15.00/day	17.00/day
		101-4-4410-676-03	Traffic Cones 18" or 25"	2.00/day	3.00/day
		101-4-4410-676-03	Traffic Cones 42"	3.00/day	4.00/day
		101-4-4410-676-03	Road Signs	8.00/day	9.00/day
		101-4-4410-676-03	Car - Crown Vlc	9.26/hr.	11.00/hr.
		101-4-4410-676-03	Arrowsboard (V #2)	5.04/hr.	6.00/hr.
		101-4-4410-676-03	Snow Blower (V #3)	3.34/hr.	4.00/hr.
		101-4-4410-676-03	Stake Truck (V #131)	8.58/hr.	10.00/hr.
		101-4-4410-676-03	Pickup Truck (V #103)	8.48/hr.	10.00/hr.
	192	101-4-4410-676-03	Small Dump truck (V #126)	8.56/hr.	10.00/hr.
	192	101-4-4410-676-03	Large Dump truck-no plow (V #109 no plow)	42.84/hr.	48.00/hr.
		101-4-4410-676-03	Pickup Truck with Aerial Lift (V #122)	13.36/hr.	15.00/hr.
	192	101-4-4410-676-03	Trailer (V-117)	6.12/hr.	7.00/hr.
	192	101-4-4410-676-03	West Whip (V #423)	3.62/hr.	4.00/hr.
	192	101-4-4410-676-03	Mower (V 448)	23.33/hr.	26.00/hr.
	192	101-4-4410-676-03	Sweeper (V #142)	95.05/hr.	105.00/hr.
	192	101-4-4410-676-03	Loader (V #129)	62.86/hr.	70.00/hr.
	192	101-4-4410-676-03	Rear Packer Truck (V#603)	25.94/hr.	29.00/hr.
	192	101-4-4410-676-03	Bobcat (V#128)	46.06/hr.	51.00/hr.
		101-4-4410-676-03	Bobcat with Pallet Fork (VP 128A)	51.05/hr.	57.00/hr.
		101-4-4410-676-03	Bobcat with Jackhammer (VP 128B)	55.90/hr.	62.00/hr.
		101-4-4410-676-03	Bobcat with Backhoe (VP 128C)	49.02/hr.	54.00/hr.
		101-4-4410-676-03	Bobcat with Slump Grinder (VP#126D)	90.03/hr.	99.00/hr.
		101-4-4410-676-03	Bobcat with Snow Pusher Blade & One way Blade (VP 128E)	175.94/hr.	194.00/hr.
		101-4-4410-676-03	Bobcat with Auger 36 24" (VP 128F)	52.10/hr.	57.00/hr.
		101-4-4410-676-03	Bobcat with Tree Auger (VP 128G)	52.10/hr.	57.00/hr.
		101-4-4410-676-03	Bobcat with Grader (VP 128H)	57.85/hr.	64.00/hr.
		101-4-4410-676-03	Bobcat with Soil Conditioner (VP 128I)	59.56/hr.	66.00/hr.
		101-4-4410-676-03	Bobcat with Brush Hog (VP 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)		
	192		101-4-4420-676-03	Special Events Application Fee (nonrefundable)	35
Special Events Permit Fees (nonrefundable due 14 days in advance)					
	192		101-4-4420-676-03	Class 4a events (alcohol, more than 10,000 participants)	750/day
	192		101-4-4420-676-03	Class 4 events (more than 10,000 participants)	600/day
	192		101-4-4420-676-03	Class 3a events (alcohol)	600/day
	192		101-4-4420-676-03	Class 3 events	400/day
	192		101-4-4420-676-03	Class 2 events	200
	192		101-4-4420-676-03	Class 1 events	100
	194		101-4-3070-676-01	Local Street Closure Permit (per street) (per day)	200
	194		101-4-3070-676-01	Major Street Closure Permit (per street) (per day)	1000
	192		101-4-4420-676-03	Recurring Event Permit	See Special Events Policy
	192		101-4-4420-676-03	Wedding Permit	See Special Events Policy
			101-4-3070-676-00	Noise Permit	100
			101-4-3710-461-05	Sign/Banner Permit	35
			101-4-4410-676-03	Banner fees (non-refundable, due 30 days in advance, must receive approval from business district association)	Actual Cost (2 hours min.)
Event Security deposit (refundable, due 14 days in advance)					
	192		101-284-03	Class 4a events (alcohol, more than 10,000 participants)	6000
	192		101-284-03	Class 4 events	5000
	192		101-284-03	Class 3a events (alcohol, less than 10,000 participants)	2000
	192		101-284-03	Class 3 events	1000
	192		101-284-03	Class 2 events	500
	192		101-284-03	Class 1 events	100
	192		101-284-03	Surety Bond in lieu of damage deposit (subject to City Attorney approval)	10,000
Capital Park Improvement Fee					
			Class 1 events	0	
			Class 2 events	0	

		101-273-19 or 101-4-2170-607-03	Class 3 Events	750/day	750/day
		101-273-19 or 101-4-2170-607-03	Class 3a events	1500/day	1500/day
		101-273-19 or 101-4-2170-607-03	Class 4 events	1500/day	1500/day
		101-273-19 or 101-4-2170-607-03	Class 4a events	1500/day	1500/day
		101-4-4420-676-03	Utility Fee-Electric		
	192	101-4-4420-676-03	Class 4 events	\$100/Day	100/Day
	192	101-4-4420-676-03	Class 3 events	\$100/Day	100/Day
	192	101-4-4420-676-03	Class 2 events	35/day	35/day
	192	101-4-4420-676-03	Class 1 events	35/day	35/day
		101-4-4420-676-03	Utility Fee-Water		
	192	101-4-4420-676-03	Class 4 events	55/day	55/day
	192	101-4-4420-676-03	Class 3 events	55/day	55/day
	192	101-4-4420-676-03	Class 2 events	20/day	20/day
	192	101-4-4420-676-03	Class 1 events	20/day	20/day
	10-271	101-4-4420-676-03	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)		
		101-4-4420-676-04	Trash per cubic yard	30.00/cy	45.00/cy
			Site Restoration		
		101-4-4420-676-04	Failure to restore site by 1:00 p.m. day following event	50/day	200/day
		101-4-4420-676-04	City site restoration	\$150, plus labor and fringes	200, plus labor and fringes
			Medical Marijuana		
Medical Marijuana	22-205	234	101-4-2150-456-03	Medical Marijuana Application	5000
	22-205	234	101-4-2150-456-03	License Revocation Appeal	1100
	22-205	234	101-4-2150-456-03	Relocation Application	5000
	22-205	234	101-4-2150-456-03	Application Renewal	5000
	50-34		Fire Prevention		
			Initial Certificate of Occupancy for Fire Safety Inspection		
			This fee is included in certificate of occupancy application and is paid to the building department		
	144	101-4-3390-676-01	First re-inspection	\$75	75
	144	101-4-3390-676-01	Additional re-inspections or no-show	\$50 per re-inspection	\$0 per re-inspection
			Annual Fire Safety Inspection		
	144	101-4-3390-676-01	Annual inspection (no fee if compliance is maintained since last year)	\$0	0
	144	101-4-3390-676-01	Additional necessary annual re-inspection or no show	\$50	50
	145	101-4-3390-676-02	Inspection in large facilities or requiring more than one hour	\$50/hr.	50/hr.
			Acceptance Tests		
	144	101-4-3390-676-01	Sprinklers systems, fire alarms, fire pump...	\$50/hr.	50/hr.
			Plan Review		
	144	101-4-3390-676-01	Occupancy calculation, fireworks, special venues, concerts...	\$50/hr.	50/hr.
			Fire Investigation		
	144	101-4-3390-676-01	Origin and cause	\$50/hr.	50/hr.
	38-135		Fire Suppression		
	144	101-4-3390-676-01	CLASS 1 ENGINE	450 with crew	450 with crew
	144	101-4-3390-676-01	AERIAL TRUCK	650 with crew	650 with crew
	144	101-4-3390-676-01	SUPPORT VEHICLE	150 with crew	150 with crew
	144	101-4-3390-676-01	FIRE FIGHTER	36	36
	144	101-4-3390-676-01	FIRE OFFICER	43	43
	144	101-4-3390-676-01	FIRE INSPECTOR	43	43
	144	101-4-3390-676-01	EMS Standby (2 EMTs)	\$80 / Hour	80 / Hour
	144	101-4-3390-676-01	Fire Standby Pyrotechnic (includes inspection)	250	250
	144	101-4-3390-676-01	Fire Display (includes inspection)	250	250
	144	101-4-3390-676-01	Fire inspection	75	75
	144	101-4-3390-676-01	Fire re-inspection	50	50
	144	101-4-3390-676-01	Fire Investigation (Additional Fee if over 10 hours)	500	500
	144	101-4-3390-676-01	Fire permits	50	50
	38-40		False Alarms		
	144	101-4-3070-676-02	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 previous fine	Add \$200 to previous fine
	38-40		Police		
	144	101-4-3070-676-02	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		
		101-4-3070-601-01	OWI	155	155
		101-4-3070-601-01	OWI with accident	200	200
		101-4-3070-601-01	OWI with blood draw	230	230
		101-4-0000-607-05	All reports	Actual cost; See FOIA Policy	Actual cost; See FOIA Policy
	102-34 (6.30.5)	102-34 (6.30.5)	Parking Fees		
		102-34 (6.30.5)	Bicycle registration fee	5	5
	102-34 (6.30.5)	102-34 (6.30.5)	Bicycle registration fee - charge of ownership	5	5
	102-34 (6.30.7)	102-34 (6.30.7)	Bicycle registration fee - loss of license plate	5	5
		101-4-3110-607-09	Bike license	n/a	n/a
		101-4-3110-607-09	Transfer of bike license	n/a	n/a
	102-192	101-4-3110-656-00	Civil Infraction - Pedestrian or other traffic on the median.	50	50
		101-4-0000-694-01	Audio/Visual		
		101-4-0000-694-01	Photographs, Audio, Video	Actual cost; See FOIA Policy	Actual cost; See FOIA Policy
			Misc. Police Fees		
		101-4-3070-676-02	Public vehicle license	30	30
		101-4-3070-676-02	Replacement of valid public vehicle license	30	30
		101-4-2150-607-07	Gold and silver registration (approval)	55	55
	218	101-4-3070-698-02	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
	144	101-4-0000-477-01	Fingerprinting (Live scan)	65	65
			Fingerprinting (Link prints)	20/card	20/card
			Gun purchase (first card)	0 (State law)	0 (State law)
			Processing bond money for other departments	\$10 for notary	\$10 for notary
			24 hour Liquor License	(State law)	(State law)
	102-255		Truck Route Special or Emergency Exception Permit	150	150
			Parking Violation Fees		
			Traffic and Vehicle Fees		
	102-61 (a)	140	101-4-3110-656-00	Parking rates: per hour	0.75
	102-104 (a) (3)		101-4-2530-462-00	Service/Landlord Vehicle Pass (for Service Vehicle Pass: landlords/contractors like AT&T, Comcast)	33
	102-104 (a) (3)			Contractor service pass (weekly)	25
	102-132			Downtown employee parking (CBO employee parking)	115
			101-4-2530-462-00	for 4 months	300
				for 1 year	60/23
	102-132			Parking permit fee for residents in C district (CBO resident parking) prorated monthly	prorated monthly
			101-4-2530-462-00	for 4 months	115
			101-4-2530-462-00	for 1 year	300
				annual renewal	275 new rate class
				for income-eligible individuals (80% discount)	60/23
	102-105 (d)			Residential parking permit fee	33 not prorated
			101-4-2530-462-00	each permit (not limit per household)	43
				renewal	17

Parking		101-4-2530-462-00	first visitor pass second visitor pass			17																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
---------	--	-------------------	---	--	--	----	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Wendy Estey
DATE: July 12, 2022
SUBJECT: Application for Fee Waiver for the 2022 Ypsilanti Fire Truck Muster in Riverside Park

DESCRIPTION:

Application for Fee Waiver for the 2022 Ypsilanti Fire Truck Muster in Riverside Park

SUMMARY:

The Ypsilanti Fire Truck Muster event organizer has requested that the city consider a waiver of rental fees for this year's event on August 27th. According to the City's Special Events Policy, "the City may, in its discretion, contribute the park rental fee to assist Special Events operated by non-profit organizations with good cause shown or hardship. For the purposes of this policy, good cause or hardship may be demonstrated by startup organizations, charitable events, or any other reasonable cause for lacking in operating capital. These events must meet all of the requirements of the Special Event Policy and must reimburse the City for any City costs in excess of this support level. The City will provide financial support to these events as determined in the annual budget appropriation."

The Ypsilanti Fire Truck Muster provides an opportunity for the public to be able to observe antique fire trucks in action, pumping water from the river. Those in attendance will also be able to "touch-a-truck" with several of the fire rigs in the park. There will be kids' activities, including bucket brigades, a kid-sized hand pumper and pedal cars. Also planned is the Saline Fire Department's Smoke House mobile fire training room. Ypsilanti City Fire Department will be on site with their on-duty crew to demonstrate modern fire trucks.

In the past, this event has drawn an estimated 100-200 families into the park and Ypsilanti's Depot Town – many from outside of the immediate Ypsilanti area. It provides a great opportunity to showcase the unique and special character of the Historic District and the park. The Michigan Firehouse Museum does not charge any admission for this event. All costs involved are 100% underwritten by the Museum. Such costs include park rental, insurance policy, portable toilet rental, face-painting vendors, additional staff and volunteers. Waiver of the park rental fees would greatly reduce the financial impact on the Museum.

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

RECOMMENDED ACTION: Approval

ATTACHMENTS: Proposed Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Page 174 of 235

Special Events Sponsorship & Financial Hardship Request



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

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

Event Name

Fire Truck Muster

Event Start Date

08/27/2022

Event Location

Riverside Park

Event Organizer

Michigan Firehouse Museum

Event Contact Person

First name:

David

Last name:

Egeler

Phone number:

734-547-0663

E-mail:

director@michiganfirehousemuseum.org

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

☒ Yes

☐ No

How is this event of general interest to the public?

The public will be able to observe antique fire trucks in action - pumping water from the river. They will also be able to "touch-a-truck" with several of the fire rigs in the park. There will be kids activities, including bucket brigades, a kid-sized hand pumper and pedal cars. Also planned is the Saline Fire Dept. Smoke House mobile fire training room. Ypsilanti City Fire Dept. will be on site (calls permitting) with their on-duty crew to demonstrate modern firetrucks.

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

- ☐ City Co-Sponsorship
☒ Financial Hardship Waiver

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

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

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

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

In the past, this event has drawn an estimated 100-200 families into the park and Ypsilanti's Depot Town - many from outside of the immediate Ypsilanti area. It provides a great opportunity to showcase the unique and special character of the historic district and the park. Any event and social media posts, as well as printed materials, will acknowledge the support of the City of Ypsilanti.

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

1

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

The Michigan Firehouse Museum does not charge any admission for this event. All costs involved are 100% underwritten by the Museum. Such costs include park rental, insurance policy, portable toilet rental, face-painting vendors, additional staff and volunteers. Waiver of the park rental fees would greatly reduce the financial impact on the Museum.

When do you need to receive the funds?

08/01/2022

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

Applicant Full Name

David Egeler

Date

06/17/2022

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

Estey, Wendy

From: noreply@civicplus.com
Sent: Saturday, June 4, 2022 12:44 PM
To: Estey, Wendy
Subject: Online Form Submittal: Special Event Application

Attention: This email was sent to the City of Ypsilanti from an **external source**. Please be extra vigilant when opening attachments or clicking links.

Special Event Application

Step 1

Contact Information

Applicant/ Organization's Name	Michigan Firehouse Museum
Street Address	110 W. Cross Street
City	Ypsilanti
State	Michigan
Zip Code	48197
Phone	7345470663
Fax	Field not completed.
Organization Website	michiganfirehousemuseum.org
Form of Ownership	Non-profit 501c3 corporation
Applicant Organization is	Located or resident of the City
Brief Description of Organization or Applicant (350 characters or less)	Preserving firefighting history through educational and informative exhibits and activities.
Person(s) Principally Responsible for Event	David Egeler
Title	Field not completed.
Contact Number	7345470663
Email	director@michiganfirehousemuseum.org

Event Info

Proposed date of event 8/27/2022

Will it be a recurring event
weekly, biweekly, monthly,
etc? No

Proposed Location Riverside Park

Event set up time 9:00 am

Event start time 10:00 am

Additional days required for
set up None

Event end time 2:00 pm

Event break down time 2:00 pm

Additional days required for
clean up None

Has this event occurred in
Ypsilanti before? Yes

Is this an annual event
expected to occur next
year? Yes

Proposed date for next
year... 8/26/2023

Note

If an event will run recurrently, the City may issue one permit per month so long as the event will run for 30 days or longer (for weekly events), 60 days or longer (for biweekly events), or 90 days or longer (for monthly events).

Type of Event Non-Profit, Other

Event Classification & Requirements

Event Category

(City of Ypsilanti Special Events Policy, Section 3)

Note

All events held in Riverside or Frog Island park are automatically categorized as Class 3 or Class 4

Event Class Category Class 2 Event

Total # of Participants
Expected 300

Full Description & Purpose
of Event (include all
activities, attach additional
documents if necessary) Fire Truck muster, including the display of antique fire trucks,
area fire department vehicles, smoke house, kids' activities

Security Deposit

(City of Ypsilanti Special Events Policy, Sections 2.5 and 3)

Select Event Class Class 2 Event (\$500)

Note

Permit and utility fees may also be required up front with the security deposit.

Food

(City of Ypsilanti Special Events Policy, Section 3.5)

Will any food be prepared,
distributed, or sold at
event? No

Note

If food will be prepared on site, distributed or sold each vendor must apply for and receive a permit from the Washtenaw County Environmental Health Department, 705 Zeeb Rd, PO Box 8645, Ann Arbor, or 734-222-3800.

Alcohol

(City of Ypsilanti Special Events Policy, Section 3.6)

Will alcohol be served? No

Attach a copy of your proof
of liquor liability insurance. *Field not completed.*

Alcohol Training

The City requires that all event staff handling alcohol receive appropriate training.

Is your event staff trained
to handle alcohol? *Field not completed.*

Describe how event staff is trained, or will be trained, to handle alcohol *Field not completed.*

How will persons of legal driving age be identified? *Field not completed.*

Parking

(City of Ypsilanti Special Events Policy, Section 4.1)

Attach a detailed description of the parking available Parking Plan - 2022 Muster.docx

Will your event use public lots? Yes

Note
The City does not permit paid parking in any public lots without a license

Will your event use private lots? No

Note
Written authorization from the property owner is required and must be attached if using school, church, or other private parking lots.

Are you requesting unlimited parking or capped meters? No

Please list why unlimited parking is being requested, and the specific locations *Field not completed.*

Street Closure

Street Closure

(City of Ypsilanti Special Events Policy, Sections 3.7 and 4.1)

Does your event require a street closure? No

Note

Major street closure permits are \$1,000/per street/per day.

Local street permits are \$200/street/day.

Note

Insurance will be required for all Street Closures in the amount of \$250,000 per occurrence, naming the City of Ypsilanti as an additional insured.

Event Map

(City of Ypsilanti Special Events Policy, Section 4.1)

Does your event require an Event Map? No

Upload your event map *Field not completed.*

Event Signs

(City of Ypsilanti Special Events Policy, Section 4.2)

Are event signs required? No

Security

(City of Ypsilanti Special Events Policy, Section 4.3)

Will your event have private security? No

Will your event have volunteer security/crowd control services? No

List the name and contact information for the private security company *Field not completed.*

Describe your plan for ejecting unruly/disorderly persons from the event Discussion with subject(s), escort to park boundary.

Note

The Police Department may require private bonded security for events. The City will assign police officers as necessary and charge the permit holder for these services. The need for private security and/or police officers will be determined at or before

the pre-event meeting. The numbers will be determined by the Police Department liaison.

Temporary Apparatus

(City of Ypsilanti Special Events Policy, Section 4.1)

Will your event include any of the following ? (check all that apply) None of these

Note

Please include placement of all apparatus listed above in your attached event site plan. Bleachers, benches, picnic tables, and charcoal grills are available for rental in City parks.

Noise

(City of Ypsilanti Special Events Policy, Section 3.8)

Will amplified sound be used at the event? No

List the days and times sound will be used *Field not completed.*

What type of sound will be at the event? (check all that apply) *Field not completed.*

Other *Field not completed.*

Note

Event coordinators are responsible for ensuring compliance with permissible noise levels. Please review the Special Events Policy to determine if a noise permit is required for your event.

Restrooms

(City of Ypsilanti Special Events Policy, Section 4.1)

Note

No city parks have restroom facilities; Riverside park is the only city park with water service available.

Does your event require restroom facilities? No

Trash

(City of Ypsilanti Special Events Policy, Section 4.1)

Do you intend to provide your own trash receptacles? Yes

If yes, how many trash receptacles do you intend to provide? 2

Provide the trash disposal plan for your event Event Trash boxes. Bags will be removed offsite.

Note

Waste Management sells event trash boxes (55 gallons each, 1 box is equal to ¼ cubic yard). You can contact them at 1-800-796-9696.

Site Restoration

(City of Ypsilanti Special Events Policy, Section 4.4)

Note

Site restoration and equipment removal are required by 1 p.m. the day following your event.

Do you agree to restore the location(s) to the condition in which you found it? Yes

Insurance

(City of Ypsilanti Special Events Policy, Sections 1.4 and 3)

Have you reviewed the prerequisite insurance requirements for your event and agree to submit proof of liability and/or property damage insurance with your application? Yes

City Services & Equipment

Permits

Permits required for your event (check all that apply) Other

Other ☐ None ☐

City Services Requested

(City of Ypsilanti Special Events Policy, Section 5.1)

Check all that apply ☐ None of these ☐

City Equipment Requested

(City of Ypsilanti Special Events Policy, Section 5.3)

Check all that apply ☐ None of these ☐

Attestation

(City of Ypsilanti Special Events Policy, Attachment D)

As applicable to event, applicant understands and agrees to comply with City ordinances and rules governing events and agrees to make final payment within thirty (30) days after the scheduled event invoice is received for any additional services required. Failure to comply within thirty (30) days shall place the applicant in default status. Further, it is understood that in the event a permit holder is placed in default status, the permit holder will be denied any other event permit(s) for a period of at least eighteen (18) months from the date of final payment and/or default resolution. I hereby agree to comply with all Federal and State Statutes and with all City of Ypsilanti Ordinances, including the curfew and noise ordinances. I understand and agree that in the event any nuisance or disturbances are caused by the individuals attending the event, the use of the location may be terminated without prior notice by the Police Chief or the City Manager or their designee. I authorize the Fire Marshal to determine the maximum number of persons who may attend this event based on available space. Further, I understand and agree to abide by any additional City requirements that may be deemed necessary to safely operate the proposed event. By typing my name below, I attest that this application represents my intent for the proposed event to the best of my knowledge. I am authorized to submit this application on behalf of the organization:

Applicant Full Name David Egeler, Director of Operations - Michigan Firehouse Museum

Date 6/4/2022

Email not displaying correctly? [View it in your browser.](#)



Event: Michigan Firehouse Museum Firestruck Muster 2022

Date: Saturday, August 27, 2022 from 10 a.m.-2 p.m.

Location: Riverside Park

Class 3

Application Fee	\$	35.00
Park Rental Fee	\$	400.00
Capital Park Improvement	\$	750.00
Street Closure permit	\$	-
Street Closure security deposit	\$	-
Security Deposit	\$	1,000.00
Utilities	\$	-
Sign permit	\$	-
Noise permit	\$	-
Non-refundable fees	\$	1,185.00
Total Upfront Fees (permit and security deposit)	\$	2,185.00

Class 3 Insurance Requirements

Insurance will be required for all Class 3 Events in the amount of \$1,000,000 per occurrence, naming the City of Ypsilanti as additionally insured.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Andrew Hellenga
DATE: July 12, 2022
SUBJECT: Resolution to Approve MML Renewal Premium for 2022

DESCRIPTION:

Resolution to Approve MML Renewal Premium for 2022

SUMMARY:

The renewal premium for the Property and Liability insurance renewal for the City of Ypsilanti effective August 1, 2021-2022 with the MML Liability & Property Pool is **\$394,860** compared to the expiring premium of **\$394,190**. This is a premium increase of \$670.

Reasons for the change in premium:

- Annual Payroll -- \$6,876,381 (was \$6,510,512 in 2021)
- Property -- \$20,132,606 (No Change from 2021)
- Number of Law Enforcement Officers – 27 (was 30 in 2021)
- Number of Vehicles – 68 (was 80 in 2021)
- Agreed Amount— 15 vehicles with agreed amount values totaling \$2,363,028

The Board of Directors of the MML Liability & Property Pool voted to return another dividend in 2022 to renewing Members. The City's portion of the dividend return is **\$39,422**. The City will receive the dividend after paying your renewal premium.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resolution
MML Proposal

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-163
July 12, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the premium for the Property and Liability insurance renewal for the City of Ypsilanti effective August 1, 2022-2023 with the Michigan Municipal League (MML) Liability and Property Pool be approved in the amount of \$394,860.00 be approved.

BE IT FURTHER RESOLVED THAT the City Manager is authorized to sign and approve payment of the invoice.

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 12 day of July 2022

#Resolution No. 2022-163



michigan municipal league

Liability & Property Pool

Proposal

for the

City of Ypsilanti

Presented By:

Brian Steckroth
MML Liability & Property Pool
(248) 204-8283

July 1, 2022

Table of Contents

<u>EXECUTIVE OVERVIEW</u>	<u>3</u>
OUR MISSION	3
<u>INTRODUCTION</u>	<u>4</u>
WHAT YOU CAN EXPECT OF US	4
YOUR POOL INSURES MORE THAN . . .	4
<u>COST AND COVERAGE SUMMARY</u>	<u>5</u>
<u>YOUR TEAM OF EXPERTS</u>	<u>7</u>
BENEFITS OF POOLING WITH THE MML	8
CITY OF YPSILANTI HAS . . .	9
INCREASED LIABILITY LIMITS	9
<u>HIGHLIGHTS OF COVERAGES PROVIDED</u>	<u>10</u>
WHO IS INSURED?	10
GENERAL LIABILITY	10
GENERAL LIABILITY EXCLUSIONS . . .	10
PUBLIC OFFICIALS LIABILITY COVERAGE	11
PUBLIC OFFICIALS LIABILITY EXCLUSIONS	11
PERSONAL INJURY & ADVERTISING / BROADCASTERS LIABILITY COVERAGE	11
POLICE PROFESSIONAL LIABILITY COVERAGE	11
PROPERTY COVERAGE	12
PROPERTY EXCLUSIONS	12
COMPREHENSIVE CRIME COVERAGE	13
AUTOMOBILE COVERAGE HIGHLIGHTS	13
WHAT IS COVERED?	13
AUTO COVERAGES PROVIDED	13
<u>POOL RISK MANAGEMENT SERVICES</u>	<u>14</u>
MEMBER EDUCATION	14
ONLINE SERVICES	14
<u>MEMBERSHIP RESPONSIBILITIES</u>	<u>15</u>

This proposal is intended to be only a summary of coverages and services. For specific details on coverage terms and conditions, please refer to the Michigan Municipal League Liability and Property Pool coverage document.

Executive Overview

The Michigan Municipal League Liability and Property Pool has been a stable source of comprehensive municipal insurance and risk management services since 1982. It is financially secure and positioned for long-term stability.

The **City of Ypsilanti** has been a Pool member since **1983**.

The Pool staff is made up of municipal insurance experts. Municipal risk management is our only business, and we're proud of it!

The Pool provides insurance coverage designed specifically for Michigan municipal exposures, combined with a package of loss control programs, claims administration, legal defense and membership services that you won't find anywhere else in Michigan.

This quotation is based on the limits of coverage requested by the **City of Ypsilanti**. Higher limits may be available, subject to underwriting review by Pool Management. Please submit requests for higher limits in writing to your Account Executive. Your request will be considered by Pool Management.

The insurance and related services described more fully in this proposal are being offered to the **City of Ypsilanti** for an annual premium of **\$394,860**. When compared to last year's cost of \$394,190, it represents a premium increase of \$670. In addition, the MML Liability & Property Pool Board of Trustees voted to return another post-renewal dividend for Members renewing in 2022. The City of Ypsilanti's portion of the dividend return is \$39,422. The City of Ypsilanti will receive this dividend in the month following payment of your 2022 renewal premium.

We encourage you to compare the Pool with our competition. Compare us based on price, coverage, service, financial security, experience and commitment to municipal risk management. When you do, the advantages of Pool membership become clear.

Thank you for being a Pool member. We look forward to servicing your risk management program for many years to come.

Our Mission

To be a long-term, stable, cost-effective risk management alternative for members of the Michigan Municipal League Liability and Property Pool.

Introduction

What You Can Expect Of Us

- ✓ A commitment to learn, understand and respond to your insurance needs;
- ✓ Continuous planning and innovation in product development and service delivery;
- ✓ Products that meet your needs in terms of price, coverage and service;
- ✓ Prompt, accurate, and courteous response to your questions, problems and claims; and
- ✓ Knowledgeable and professional staff serving your needs consistently and with integrity.

Your Pool Insures More Than . . .

- | | |
|--------------------------------|----------------------------------|
| ✓ 433 Public Entity Members | ✓ 195 Water Utilities |
| ✓ 139 Fire Departments | ✓ 218 Sewer Utilities |
| ✓ 170 Law Enforcement Agencies | ✓ 24 Municipal Marinas |
| ✓ 2,195 Police Officers | ✓ \$5 Billion of Property Values |
| ✓ 5,772 Miles of Streets/Roads | ✓ 206 Water Service Operations |
| ✓ 6,950 Vehicles | ✓ 17 Dams |
| ✓ 16 Electric Utilities | |



Coverage and Cost Summary City of Ypsilanti

Effective 08-01-2022 to 08-01-2023

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Municipal General Liability (Coverage A)	\$2,000,000	N/A	\$0
Sewer Back-Up Sublimit	No Coverage	N/A	N/A
Personal Injury Liability (Coverage B)	\$2,000,000	N/A	\$0
Medical Payments (Coverage C)	\$10,000	N/A	N/A
Public Officials Liability (Coverage D)	\$2,000,000	N/A	\$0
Employment Practices Sublimit	\$1,000,000	N/A	\$100,000
Law Enforcement Liability (Coverages A, B, and D)	\$2,000,000	N/A	\$0
Employee Benefit Liability	\$1,000,000	\$1,000,000	\$0
Fire Legal Liability	\$100,000	N/A	N/A
Cyber Liability & Data Breach Response	\$100,000	\$100,000	See Declaration
Dam Liability	No Coverage	N/A	N/A
Marina Operator Liability	No Coverage	N/A	N/A
Uninsured/Underinsured Motorists Coverage	\$100,000	N/A	\$0
Automobile Liability (Coverages A and B)	\$2,000,000	N/A	\$0
# Vehicles	Comp	Coll	
68	\$250	\$500	
Agreed Amount, if applicable 15 Vehicles for a total of \$2,363,028			
<i>Coverages A, B, and D are provided with a combined single limit of liability. The most the Pool will pay for any one occurrence is \$2,000,000 regardless of the number of coverages involved in the occurrence.</i>			

Property

Property - Blanket Basis	\$20,132,606	N/A	\$250
Boiler and Machinery	Included	N/A	\$250
Building(s)	Included	N/A	\$250
Contents	Included	N/A	\$250
Property in the Open	Included	N/A	\$250
Protection & Preservation	Included	N/A	N/A
Property - Actual Cash Value	N/A	N/A	N/A
Property - Limited Replacement Cost	N/A	N/A	N/A
Property - No Coverage	See Schedule	N/A	N/A
Property - Replacement Cost	See Schedule	N/A	\$0
Accounts Receivable	\$100,000	N/A	\$250
Consequential Damage	\$100,000	N/A	N/A
Contractor's Equipment	\$2,043,451	N/A	\$250



Coverage and Cost Summary City of Ypsilanti

Effective 08-01-2022 to 08-01-2023

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Debris Removal - the lesser of 25% of physical damage loss or	\$5,000,000	\$5,000,000	N/A
Demolition & Increased Costs of Construction Limit	\$100,000	N/A	N/A
Earth Movement	\$2,000,000	\$2,000,000	\$5,000
Electronic Data Processing Equip	\$493,626	N/A	\$250
Expediting Expense	\$100,000	N/A	N/A
Extra Expense	\$100,000	N/A	N/A
Fine Arts	\$175,000	N/A	\$250
Flood (Except for Members located in Flood Zone A, AO, AH, A1-A999, AE, or AR)	\$1,000,000	\$1,000,000	\$5,000
Fungal Pathogens	\$25,000	\$25,000	\$250
Golf Cart Equipment	\$5,238	N/A	\$250
Loss of Income	\$100,000	N/A	N/A
Loss of Rents	\$100,000	N/A	N/A
Ornamental Trees, Shrubs, Plants or Lawn	\$5,000	\$10,000	\$250
Personal Effects & Property of Others	\$500	\$2,500	\$250
Police Equipment	\$17,049	N/A	\$250
Radio Equipment	\$11,712	N/A	\$250
Valuable Papers	\$100,000	N/A	\$250
<u>Comprehensive Crime Coverage</u>			
Employee Dishonesty Blanket/Faithful Performance	\$100,000	N/A	N/A
Computer Fraud	\$100,000	N/A	N/A
Depositors Forgery	\$100,000	N/A	N/A
Funds Transfer Fraud	\$100,000	N/A	N/A
Impersonation Fraud	\$100,000	N/A	N/A
Money and Securities Inside	\$100,000	N/A	N/A
Money and Securities Outside	\$100,000	N/A	N/A
Money Orders and Counterfeit Paper	\$100,000	N/A	N/A
<u>Bonds</u>			
Bond #: A Treasurer	\$100,000	N/A	N/A

Only one deductible applies to claims involving two or more property coverages.



Coverage and Cost Summary City of Ypsilanti

Effective 08-01-2022 to 08-01-2023

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
-----------	--------------------	-----------------	---------------------------

The Michigan Municipal League Liability and Property Pool is pleased to offer all coverages and services described in this proposal for an annual premium of \$394,860.

Revised Cyber Coverage

TOWER 1 Limit	POLICY AGGREGATE LIMIT OF LIABILITY	\$100,000	For all Damages, Claims Expenses, Penalties and PCI Fines, Expenses and Costs
	Information Security and Privacy Sublimit	\$100,000	each Claim and in the Aggregate
	Regulatory Defense and Penalties Aggregate Sublimit:	\$20,000	each Claim and in the Aggregate
	Website Media and Content Liability Aggregate Sublimit:	\$100,000	each Claim and in the Aggregate
	PCI Fines, Expenses and Costs Aggregate Sublimit:	\$10,000	each Claim and in the Aggregate
	Cyber Extortion Aggregate Sublimit:	\$25,000	each Claim and in the Aggregate
	First Party Data Protection Aggregate Sublimit:	\$25,000	each Claim and in the Aggregate
	First Party Network Business Interruption Aggregate Sublimit:	\$25,000	each Claim and in the Aggregate
Note: The above Sublimits are part of, and not in addition to, the overall Policy Aggregate Limit of Liability			
Liability Retention Per Claim:			
TOWER 1 Retention	All other coverages Retention:	\$0	each Claim
	Cyber Extortion:	\$5,000	each Extortion Threat
	First Party Data Protection:	\$5,000	each Data Protection Loss
	First Party Network Business Interruption:	\$5,000	each Business Interruption Loss
			Waiting Period: 12 hours
Limits of Coverage - Privacy Breach Response Services			
TOWER 2 Limit	Legal Services/Computer Expert Services/Public Relations and Crisis Management Expenses Aggregate Sublimit:	\$50,000	per Incident and in the Aggregate
TOWER 3 Limit	Notified Individuals:	10,000	Notified Individuals in the Aggregate
	A sublimit of up to 10% of Notified Individuals residing outside the United States, which is part of and not in addition to the Notified Individuals Aggregate Limit of Coverage		
Note: The Privacy Breach Response Services Limits of Coverage are separate from and in addition to the overall Policy Aggregate Limit of Liability			
Privacy Breach Response Services Threshold/Retention (Each Incident):			
TOWER 2 Retention	Legal Services/Computer Expert Services/Public Relations and Crisis Management Expenses Retention:	\$0	each Incident
TOWER 3 Retention	Notification Services/Call Center Services/Breach Resolution and Mitigation Services Threshold:	0	each Incident

Your Team of Experts



Brian Steckroth
Service & Sales Manager
(248) 204-8283



Michael J. Forster
Pool Administrator
(734) 669-6340



Katelyn Petracca
248-204-6160
Alpha Split: (Le – Z)



Joan Opett
248-204-8579
(A – La)

Customer Service Representatives



Christopher Flechsig
Liability Claims Supervisor
(810) 844-8146



Rod Pearson
Loss Control Manager
(248) 204-8036

Benefits of Pooling with the MML

- ✓ Proven long-term availability and stability
- ✓ Broad coverage document written specifically for Michigan municipalities
- ✓ Services tailored to unique needs of Michigan municipalities
- ✓ Member assets controlled by an elected Board of municipal officials
- ✓ Equitable rating based on Pool experience in Michigan
- ✓ Aggressive defense strategy – positive impact on case law
- ✓ Professional, dedicated, and experienced local management, oversight and service
- ✓ Decisions made and problems resolved by a group of your peers
- ✓ Investment income and underwriting surplus used to benefit members
- ✓ Lower expenses through tax-exempt and non-profit status
- ✓ Special loss avoidance training sessions including:
 - ✓ Safety aspects of emergency vehicle operations
 - ✓ Accident investigation for supervisors
 - ✓ Confined spaces training

The advantages of pooling can be summarized by:

Service + Control + Value

City of Ypsilanti Has . . .

- ✓ \$6,876,381 Annual Payroll
- ✓ \$20,132,606 of total values for real and personal property
- ✓ 27 Law enforcement officers
- ✓ 68 Vehicles
- ✓ 15 Vehicles with agreed values totaling \$2,363,028
- ✓ \$86 Michigan Catastrophic Claims Assessment (MCCA) per vehicle (was \$100/vehicle for 2020) ↓

Increased Liability Limits

We cannot guarantee the adequacy of any limit of liability. Due to the following factors, it may be prudent to consider higher limits:

- ✓ Increased jury awards in your jurisdiction
- ✓ Increased litigation trends
- ✓ Protection of tax base against judgments in excess of your policy limits

If you are interested in increasing your liability limits, please contact your Account Executive.

Highlights of Coverages Provided

Who Is Insured?

The Pool member entity, elected and appointed officials, employees and authorized volunteers, and any person officially appointed to a Board or Commission

General Liability

In addition to standard liability coverages (bodily injury, property damage, products and completed operations) the Pool provides coverages that municipalities need on an **occurrence basis with no aggregate liability limits**:

- ✓ Liability resulting from mutual aid agreements
- ✓ Premises medical payments
- ✓ Fire legal liability for real property
- ✓ Host liquor liability
- ✓ Ambulance and EMT malpractice
- ✓ Watercraft liability, owned less than 26' and non-owned less than 50'
- ✓ Special events **excluding** -
 - Fireworks (unless endorsed)
 - Liquor Liability
 - Mechanical Amusement Rides

Fireworks Coverage Options: (Fireworks application must be completed before coverage is endorsed)

1. The MML Liability & Property Pool is primary (the Member is not added as an additional insured on a pyrotechnician's coverage):

Annual Aggregate Sublimit
\$500,000
\$1,000,000

Additional Premium
Yes
Yes

2. The MML Liability & Property Pool is excess (the Member is added as an additional insured on a pyrotechnician's coverage):

NO ADDITIONAL PREMIUM

- ✓ Athletic participation liability
- ✓ Employee benefit liability
- ✓ Cemetery operations coverage
- ✓ Marina Operators coverage available
- ✓ Up to \$10 million in liability limits available
- ✓ Pollution coverage for Hazardous Response Teams
- ✓ Cyber Liability and Data Breach Response Coverage – as described on MMLCYD (09/17)

General Liability Exclusions . . .

The following is a partial list of general liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution (except for Hazmat operations).
- ✓ Contractual Liability
- ✓ Nuclear energy / nuclear material hazards
- ✓ Failure to supply utilities
- ✓ Expected or intended injury
- ✓ Electromagnetic radiation
- ✓ Breach of contract
- ✓ Medical malpractice for doctors and physicians
- ✓ Failure of dams (unless endorsed)
- ✓ Criminal activity--Intentional acts w/knowledge of wrongdoing
- ✓ Backup of Sewers and Drains
- ✓ Aircraft Liability – (Unless Endorsed -- Limited Coverage for Unmanned Aircraft—MML236)

Cyber Liability and Data Breach Response Coverage

- ✓ Information Security and Privacy Liability
- ✓ Privacy Breach Response Services
- ✓ Regulatory Defense and Penalties
- ✓ Website Media Content Liability
- ✓ PCI Fines, Expenses and Costs
- ✓ Cyber Extortion
- ✓ First Party Data Protection
- ✓ First Party Business Interruption

Public Officials Liability Coverage

“Wrongful Acts”, including intentional acts, defined as any actual or alleged error, misstatement, act of omission, neglect or breach of duty including:

- ✓ Neglect of duty
- ✓ Zoning defense and land use litigation
- ✓ Malfeasance
- ✓ Violation of civil rights
- ✓ Discrimination
- ✓ Employment practices
- ✓ Misfeasance
- ✓ Cable TV broadcasting

Public Officials Liability Exclusions

The following is a partial list of public officials’ liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution and Nuclear Energy
- ✓ Fraud, dishonesty, intentional and criminal acts
- ✓ Failure to purchase coverage or adequate coverage
- ✓ Return of governmental grants or subsidies
- ✓ Intentional acts with knowledge of wrongdoing
- ✓ Eminent domain / takings
- ✓ Illegal profit
- ✓ Labor union actions
- ✓ ERISA violations
- ✓ Backup of Sewers and Drains

Personal Injury & Advertising / Broadcasters Liability Coverage

- ✓ Mental anguish and stress
- ✓ Libel, slander or defamation of character; violation of an individual’s right of privacy
- ✓ Proactive services for non-monetary damage claims

Police Professional Liability Coverage

Police Professional Liability coverage is contained within the General Liability and Public Official Liability Coverage Parts

- ✓ Discrimination
- ✓ Violation of civil rights
- ✓ Jail operations
- ✓ False arrest, detention or imprisonment, or malicious prosecution
- ✓ Wrongful entry or eviction or other invasion of the right of private occupancy
- ✓ Assault or battery
- ✓ Improper service of suit
- ✓ Coverage assumes officers act with intent

Property Coverage

In addition to covering buildings, contents and personal property, the Pool provides:

- ✓ Blanket coverage -- All member-owned property insured (unless specifically excluded)
- ✓ Coverage based on ownership rather than on a "schedule on file" avoids coverage gaps due to errors or oversight
- ✓ Property of others in custody of the Member for which the Member has an obligation to provide coverage
- ✓ Boiler & Machinery coverage, including Boiler certification inspections
- ✓ Replacement Cost or Actual Cash Value available
- ✓ Fungal Pathogens (Mold) Limited Coverage
- ✓ Demolition/increased cost of construction
- ✓ No coinsurance
- ✓ Valuable papers
- ✓ Loss of Rents
- ✓ Property in the open
- ✓ Extra expense
- ✓ Expediting expense

Property Exclusions

The following is a partial list of property coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Nuclear reaction/ contamination
- ✓ War
- ✓ Cyber Risk
- ✓ Fungal Pathogens (Mold) excess of sub-limit
- ✓ Failure to supply utilities
- ✓ Transmission Lines and Poles
- ✓ Dishonest acts
- ✓ Acts of Terrorism excess of Pool's Aggregate Sublimit -- MMLC TR (9/1/10)
- ✓ Wear and tear
- ✓ Computer failures/ viruses

Only one deductible applies to claims involving two or more property coverages.

Comprehensive Crime Coverage

- ✓ Employee Dishonesty/ Faithful Performance of Duty coverage provided on a blanket basis
- ✓ Loss Inside the Premises
- ✓ Loss Outside the Premises
- ✓ Money Orders/ Counterfeit Currency
- ✓ Depositors Forgery
- ✓ Position Fidelity Bonds
- ✓ Computer Fraud
- ✓ Funds Transfer Fraud

Automobile Coverage Highlights

What Is Covered?

Coverage is afforded while operating land motor vehicles, trailers or semi-trailers designed for travel on public roads.

Auto Coverages Provided

- ✓ Michigan No-Fault Coverage, includes mini-tort coverage for no extra charge
- ✓ Excess protection for use of personal automobile for municipal business
- ✓ Uninsured motorist for municipally owned vehicles
- ✓ Underinsured motorists
- ✓ Non-owned and hired auto
- ✓ Comprehensive - actual cash value basis
- ✓ Collision - actual cash value basis
- ✓ Volunteer firefighter auto accident liability coverage
- ✓ Agreed value coverage for emergency vehicles is available
- ✓ Fire or Rescue Vehicle Rental Reimbursement Coverage

Pool Risk Management Services

- ✓ Review and service of all municipal insurance matters
- ✓ Public entity experts address various liability issues
- ✓ Aggressive, member-oriented defense strategy
- ✓ Former police officials address law enforcement risks
- ✓ Physical inspection by municipal loss control consultants
- ✓ Law enforcement risk control programs (LEAF and LERC)
- ✓ Property appraisal services available

Online Services

www.mml.org (click on the *Insurance* button) – offers Pool members an outstanding resource for municipal risk management information and self-help tools in one attractive, simple-to-navigate location. File a claim on line. Download your renewal application. Request a loss control service visit. E-mail us a question. Other services available online:

- ✓ Online Forms (including Sewer Backup Sample Documents)
- ✓ Risk Resources:
 - ✓ Risk Control Solutions
 - ✓ Safety & Health Manual
 - ✓ Risk Management is Good Management Program
 - ✓ Law Enforcement Newsletters
 - ✓ Access to Safetysurance website -- <http://www.safetysurance.com/>
- ✓ MML Pool Audited Financial Statements
- ✓ Intergovernmental Contract
- ✓ Board of Directors, Pool Administrator and Staff Profiles and Contact Information

Membership Responsibilities

Membership in the Michigan Municipal League Liability and Property Pool provides numerous benefits. Likewise, individual members have certain responsibilities to the other members, which are detailed in the Intergovernmental Contract. The following is a summary of the membership responsibilities. Please refer to the Intergovernmental Contract, Articles 5 and 6, for more information.

- ✓ If a Member intends to leave the Pool, the Member must send a written notice to the Pool at least 60 days prior to its next renewal date.
- ✓ A Member must pay its premium when due. The Pool must give each member 20 days written notice of intent to terminate membership for nonpayment of premium. Payment of premium before the 20 days notice is effective will entitle the Member to reinstatement.
- ✓ Members must maintain membership or associate membership status in the Michigan Municipal League.
- ✓ A Member will allow attorneys employed by the Pool to represent the Member in defense of any claim made against the Member within the scope of coverage provided by the Pool. A Member will cooperate with the assigned attorneys, claims adjusters, service company or other agents of the Pool relating to the defense of claims for which the Pool is providing coverage.
- ✓ A Member will follow loss reduction and prevention measures established by the Pool.
- ✓ A Member will report to the Pool as promptly as possible all incidents that the Member reasonably believes may result in a claim against the Member.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: John Barr
DATE: July 12, 2022
SUBJECT: Renewal of Lobbyist contract

DESCRIPTION:
Renewal of Lobbyist contract

SUMMARY:

The City has retained the services of Governmental Consultant Services, Inc. (GCS) for a number of years to act as the lobbyist for the City in Lansing. The present contract is expiring and GCS has furnished a renewal contract with a term of 36 months. The renewal contract provides for a payment of \$3,150 per month for the first year (\$37,800), \$3,307.50 per month for the second year (\$39,690), and \$3,472.88 per month for the third year (\$41,674.56).

City Manager McMullan requested that the contract go on an agenda for Council consideration.

ATTACHMENTS: Proposed Renewal Contract with GCS

RECOMMENDED ACTION: Review and consider the renewal of GCS contract.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-164
July 12, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

that the renewal contract with Governmental Consultant Services, Inc. of 120 N. Washington Square, Suite 110, Lansing Michigan for a 3 year term be, and hereby is approved.

The Mayor and City Clerk are authorized to sign the contract for and on behalf of the City, subject to the approval of the City Attorney as to form.

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
12 day of July 2022

#Resolution No. 2022-164

RETAINER AGREEMENT

THIS AGREEMENT is made July 1, 2022 between GOVERNMENTAL CONSULTANT SERVICES, INC., a Michigan Corporation with its principal office located at 120 N. Washington Square, Suite 110, Lansing, Michigan 48933, First Party, (hereinafter referred to as GCSI), and THE CITY OF YPSILANTI, a Michigan municipal corporation, with offices located at One South Huron Street, Ypsilanti, MI 48197, (hereinafter CITY).

GCSI'S REPRESENTATIONS AND WARRANTIES

1.1 GCSI has been duly organized and validly exists in good standing under the laws of the State of Michigan. GCSI has corporate power to enter into and carry out this Agreement.

1.2 This Agreement has been duly executed and delivered by its appropriate corporate officers and is duly authorized by its Board of Directors.

CITY'S REPRESENTATIONS AND WARRANTIES

2.1 CITY has been duly organized and validly exists in good standing under the laws of the State of Michigan and its business affairs and conduct are in accord with the intent and purpose of its existence as described in its charter documents of record. CITY has corporate power to enter into and carry out this Agreement.

2.2 This Agreement has been duly executed and delivered by its Mayor and City Clerk and is duly authorized by its City Council.

AGREEMENT

3.1 CITY does hereby retain GCSI and GCSI does hereby agree to provide professional services for the purpose of aiding CITY in accomplishing its charter objectives, and GCSI agrees to the best of its ability to assist CITY in accomplishing such objectives.

3.2 It is understood and agreed that GCSI's operations hereunder are those of an independent contractor, and that GCSI has the authority to control and direct the performance of the details of the services to be rendered and performed. It is further agreed that GCSI's officers and employees are not employees of CITY and that GCSI is not, except as herein provided, subject to control by CITY.

3.3 GCSI will provide CITY with assistance in state-related matters, including legislation and administrative decisions affecting budgets, grants, business, environment, and health.

3.4 GCSI will provide periodic written reports at the request and direction of the City Manager.

COMPENSATION

4.1 For and in consideration for such services CITY agrees to pay GCSI and GCSI agrees to accept the sum of \$3,150 on the first day of each month commencing July 1, 2022, the sum of \$3,307.50 on the first day of each month commencing July 1, 2023, and the sum of \$3,472.88 on the first day of each month commencing July 1, 2024 for the remainder of the agreement for professional services.

COSTS AND EXPENSES

5.1 It is understood and agreed that the compensation recited in Paragraph 4.1 includes usual and ordinary costs and expenses. If it develops that GCSI shall be exposed to extraordinary costs and expenses, then in that event CITY shall assume and pay the same providing the nature and circumstances thereof are disclosed to and approved by CITY prior to the time the same are incurred. In addition, the CITY shall indemnify and hold GCSI harmless from any expense, liability, or loss (including without limitation, court costs and actual attorney fees arising from litigation relating to the passage of legislation), in any manner arising out of, or in connection with the professional services rendered by GCSI. Notwithstanding the foregoing, this indemnification does not apply to those expenses, liabilities or losses attributable to GCSI's sole negligence or which are for personal injury or direct damage to tangible property.

TERM

6.1 The term of this Agreement shall be for a minimum of 36 months and continue thereafter on a month-to-month basis until written notice of termination has been served with ninety (90) days prior notice by either party hereto.

NON-ASSIGNABILITY

7.1 This Agreement shall be personal to the parties hereof and shall not be transferable or assignable by operation of law or otherwise.

GOVERNMENTAL CONSULTANT
SERVICES, INCORPORATED

BY: _____

Kirk Profit, President

BY: _____

Michael Hawks, CEO

CITY OF YPSILANTI, a Michigan
Municipal Corporation

BY: _____
Lois Richardson, Mayor

BY: _____
Andrew Hellenga, City Clerk

APPROVED AS TO FORM:

JOHN M. BARR
Ypsilanti City Attorney

ADDENDUM TO AGREEMENT TO SERVICES

This Addendum shall be a part of a certain Agreement between the CITY OF YPSILANTI, a Michigan municipal Home-rule corporation of One South Huron Street, Ypsilanti, Michigan 48197 referred to as "Ypsi" and or "CITY", and Governmental Consultant Services, Inc., of 120 North Washington Square, Suite 110, Lansing, Michigan 48933, referred to as "CONTRACTOR", a Michigan Corporation.

1. This Addendum is an addition and amendment to the primary Contract between the parties. In an event of a conflict between the language of this Addendum and the primary Contract, the language and terms of this Addendum shall take precedence.

2. Standard of Performance. The CONTRACTOR shall perform the Contract faithfully and diligently and perform the services in a competent, professional, satisfactory and proper manner and during the Contract term or extensions thereof, use every best effort and endeavor to promote the interests of the CITY and devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently carry out and perform the Contract.

This Contract is to be performed in Michigan, and all legal venue shall exclusively lie in Washtenaw County, Michigan.

3. The parties agree that time is of the essence in the performance of this Contract by the CONTRACTOR.

4. Each provision of this Contract shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any provision of this Contract is invalid or illegal, such decision shall not affect the rest of the Contract which shall remain in full force and effect.

5. This Agreement shall be governed by and construed in accordance with the laws of Michigan.

6. Independent Contractor. The relationship of the CONTRACTOR to the CITY is and shall continue to be that of an independent contractor and no liability or benefits such as worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

7. Waiver of Liability. The CONTRACTOR hereby waives any claim against the CITY and agrees not to hold the CITY liable for any personal injury or damage incurred by it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious intentional conduct of any

employee of the CITY acting within the scope of their employment. It further agrees to hold the CITY harmless from any such claim by its employees or associates.

8. For the purpose of the hold harmless indemnity and insurance provisions contained in this Contract, the term "CITY" shall be deemed to include the City of Ypsilanti and all other associated, affiliated, allied or subsidiary entities, or commissions, officers, agents, representatives and employees.

9. Insurance:

- a. The CONTRACTOR prior to commencing work shall provide at his own cost and expense the following insurance to the CITY in insurance companies licensed and/or approved in the State of Michigan, which insurance shall be evidenced by certificates and/or policies as determined by the CITY. All policies and certificates of insurance shall be approved by the Department of City Manager of the CITY prior to the inception of any work.
- b. Each certificate or policy shall require that, thirty days prior to cancellation or material change in the policies, notice thereof shall be given to the CITY by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the CONTRACTOR and identify the contract number.
- c. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State in which the work is performed and shall have a financial rating not lower than XI and a policyholder's service rating no lower than a B+ as listed in A.M. Best's Key Rating Guide, current edition. Certificates of insurance shall note A.M. Best's Rating. Companies with rating lower than B+:XI will be acceptable only upon written consent of the Owner.
- d. All policies and certificates of insurance of the CONTRACTOR shall contain the following clauses:
 - (1) The clause "other insurance provision" in a policy in which the CITY is named as an insured, shall not apply to the CITY.
 - (2) The insurance companies issuing the policy or policies shall have no recourse against the CITY (including its agents and agencies as aforesaid) for payment of any premiums or assessments under any form of policy.
 - (3) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the CONTRACTOR.

- (4) The CITY (at its option) shall be listed as an Additional Named Insured on the following insurance coverages provided by the CONTRACTOR.

YES X NO 1) Comprehensive General Liability
YES X NO 2) Automotive Liability

- a. The CONTRACTOR shall maintain at its own expense during the term of the Contract the following insurance.

(1) Worker's Compensation insurance with Michigan statutory limits and employers' liability insurance with minimum limits of \$100,000 each accident.

(2) General Liability insurance with a minimum limit of liability per occurrence of \$500,000 Combined Single Limit (Bodily Injury/Property Damage).

(3) Automobile Liability insurance with minimum limits of liability, per occurrence, of \$500,000 Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated in the "Special Conditions" of the Contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (a) Hired automobiles
(b) Non-owned automobiles

- a. If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the CONTRACTOR will be withheld until those requirements have been met, or at the option of the CITY the CITY may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.

- b. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

- c. If at any time any of the foregoing policies shall be or become unsatisfactory to the CITY to form or substance, or if a company insuring any such policy shall be or become unsatisfactory to the CITY, the CONTRACTOR shall upon notice to that effect from the CITY promptly obtain a new policy,

submit the same to the City Manager for approval and submit a certificate thereof as herein provided. Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the CITY may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the CONTRACTOR from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification.

9. Conflict of Interest. The CONTRACTOR covenants that neither said corporation nor any officer, agent or employee of the corporation has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the Contract.
10. Contingent Fees. The CONTRACTOR warrants it has not employed or retained any company or person other than bonafide employees working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, or person, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, the CITY shall have the right to annul the Contract without liability or, at its discretion, to deduct from the fees due the CONTRACTOR, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
11. Equal Opportunity. The CONTRACTOR has knowledge of and agrees to comply with the provisions of the Ypsilanti City Ordinance 538, Affirmative Action.
12. The CONTRACTOR further agrees to perform this Contract in accord with all federal, state and local laws and will not discriminate against any person on the basis of race, sex, color, national origin, religion, handicap status, height, weight, marital status, or other criteria not relevant to the particular job.
13. The CONTRACTOR further agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability as set forth in the American's With Disability Act, age, height, weight, or marital status (except insofar as it relates to a bonafide or occupational qualification reasonable necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Agreement.
14. Davis-Bacon Act. Pursuant to the Davis-Bacon Act, Title 40, UCS Section 276A-276A-5 the rates of wages paid to employees of the CONTRACTOR on any covered work shall be the prevailing wages for this locality to all class of workers employed by the CONTRACTOR on the covered work.

15. Living Wage.

A.

- (1) Living Wages be paid according to the Ypsilanti Living Wage Ordinance NO. 892 (The Ordinance), and
- (2) Suitable notices be posted in the work place; and
- (3) Evidence of compliance including payroll records be provided to the Ypsilanti Personnel Department within 10 days or written request from the Ypsilanti Personnel Department.

A. In the event of violation of the provisions of The Ordinance or this contract this contract may be modified or terminated to comply with the provisions of The Ordinance, including withholding of moneys in amount equal to Living Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the contract provided to any person found to have violated The Ordinance.

B. Any employee shall have a separate cause of action to enforce the provisions of this contract and The Ordinance and any rights conferred under The Ordinance, in law and or equity, and any court of competent jurisdiction upon proper proof and the prevailing of the employee in such action, shall award actual damages, wage restitution, interest and actual attorney fees.

C. The City shall have the right to enforce this contract and The Ordinance in law or equity by court process including specific performance.

9. This Contract and attachments hereto are the sole Contract and Agreement between the parties. Any changes, additions or deletions shall not be effective or actionable unless they are in writing signed by the parties.

IN WITNESS WHEREOF, the undersigned have set their hands this _____ day of _____, 2022.

In the presence of:

Governmental Consultant Services, Inc.

BY: Kirk Profit, President

BY: Michael Hawks, CEO

CITY OF YPSILANTI, a Michigan
Municipal Home-rule City

BY: _____
Lois Richardson, Mayor

BY: _____
Andrew Hellenga, City Clerk

APPROVED AS TO FORM:

JOHN M. BARR P-10475
Ypsilanti City Attorney



Resolution No. 2022-165
July 12, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>NAME</u>	<u>BOARD</u>	<u>EXPIRATION</u>
Shannon Baer (New Appointment) 1212 N Congress St. Ypsilanti, MI 48197	Sustainability	5/1/2025
Lola Malmer (Youth Member) 913 Pleasant Drive Ypsilanti, MI 48197	Parks and Recreation	7/1/2023

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
12 day of July 2022

#Resolution No. 2022-165

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	Madelynnne (Maddy)
Email Address	
Address	
City	YPSILANTI
State	MI
Zip Code	48198
Phone Number	
Number of Years in the Community	23+
Ward You Live In	Ward 3
Education	Eastern Michigan University (B.S.) & Wayne State University-MLIS (Inprogress)
Occupation	Youth Paraprofessional
Employer	Ypsilanti District Library
Are you applying for youth membership?	Field not completed.
Are you registered to vote in the City of Ypsilanti?	Yes

I would like to be considered and could devote sufficient time to serve on the following board or commission:

Bicentennial Committee

Party Affiliation

Democrat

Field not completed.

Why are you interested in serving on these boards/commissions?

I am a long-time born and raised resident of this city & Washtenaw county. I want to participate in community organizing and help with our bicentennial event.

Work/volunteer experience related to the board or commission:

Community & youth experience, Programming local events, arts, music theatre & electronic media.

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	Tarik Fermin
Email Address	
Address	
City	Ypsilanti
State	MI
Zip Code	48197
Phone Number	
Number of Years in the Community	15
Ward You Live In	Field not completed.
Education	High School
Occupation	None
Employer	None
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:

Human Relations Commission, Parks and Recreation Commission

Party Affiliation

Field not completed.

Field not completed.

Why are you interested in serving on these boards/commissions?

Ypsilanti in my mind is a beautiful town and community that, as I've gotten older, I have slowly come to realize that it's a community I want to give back to more. I am a junior in high school right now, attending Huron high school in Ann Arbor, but I am an Ypsilanti native at heart and I was born here and live in Ypsilanti. I want to gain a variety of work and volunteer experience while simultaneously giving back to my community, and I'm willing to work hard and put in my absolute best effort to any opportunity that is given to me. I also am willing to be flexible and work in all sorts of different work environments. I feel as though because Ypsilanti as a city has given me so much in my life, and as a city, has helped support my growth as a person growing up here; therefore I feel it is only right for me to try to give some of that support back to this amazing town.

Work/volunteer experience related to the board or commission:

I have worked at different institutions in Ypsilanti for a year now. I worked at the grocery store Fresh Thyme, which was an enlightening and helpful work experience that gave me many valuable life lessons such as teaching me the power of honest and genuine effort, and how important focus and discipline in your workplace is. I also now currently work at the Washtenaw Golf Course, which is a very new and enjoyable experience that has helped me understand teamwork, and the power of quick thinking and good decision-making skills.

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.](#)

Board and Commission Application for Reappointment

First Name	Dillon
Last Name	Navarre
Address	
City	Ypsilanti
State	MI
Zip Code	48197
Phone Number	
Email Address	
Board or Commission of Reappointment	Parks and Recreation Commission
Number of Terms Served	1
Did you hold a Position of Leadership?	No
During your time, how did you assist your Board or Commission to achieve its purpose as stated in the enabling legislation?	During my time on this Board, we have worked with City Staff to continue to grow the amenities and presence of our parks system with what resources we have as a City and Board. I advocated for access in our park system that allows everyone in the City of Ypsilanti to enjoy our parks.
How will you continue to assist your Board or Commission to achieve its purpose if reappointed?	I was nominated as Vice Chair in our last meeting. Looking forward to learning more about that role and being able to assist this board via that position. We are putting on our Fall River Day Event in September that we have not been able to hold due to pandemic. Looking forward to assisting with plans for Peninsular Park once the the dam removal takes place.
Number of absences	I believe its three or four
If you had over 3 absences in a calendar year please explain? (this information will not be made available to the public)	Do not believe this applies

Electronic Signature
Agreement

I agree.

Electronic Signature

Dillon Navarre

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	Blake Harrity
Email Address	
Address	322 Vinewood Ct
City	Ypsilanti
State	MI
Zip Code	48198
Phone Number	
Number of Years in the Community	1 year and 7 months (1.5 years from 2020 - 2021, and I just moved back to Ypsilanti March 2022)
Ward You Live In	Field not completed.
Education	Eastern Michigan University - Bachelor of Science - Environmental Science and Society, Minor in Sustainability
Occupation	Utility Forester
Employer	ECI (Environmental Consultants)
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:

Parks and Recreation Commission, Huron River Watershed Council, Sustainability Commission

Party Affiliation

Field not completed.

Field not completed.

Why are you interested in serving on these boards/commissions?

I'm very interested to serve on these boards because of my passion for bringing awareness and solutions to local environmental issues. I've wanted to join a local city government for a while now and this is the perfect opportunity to do so. I recently moved back to this beautiful diverse city because of the love I have for this community, its people and the high value residents place on nature. A personal goal of mine is to encourage sustainable use of our natural resources for future generations to be able to enjoy as I have. By joining this commission, I will do just that while creating great relationships and building a brighter future for all.

Work/volunteer experience related to the board or commission:

I have a diverse background within natural resources, ecological restoration and park management. My environmental career started with the Michigan Department of Natural Resources as an ecological restoration intern to manage invasive plant species within our state parks. I then worked with the National Park Service in Moab, Utah as an grassland restoration technician to restore degraded habitat in the desert environment. Next, I worked with the Livingston Land Conservancy as a stewardship intern that focused on leading stewardship workshop days to remove invasive plant species. Currently, I'm working as a utility forester with ECI to plan tree work within the utility right of way to protect customers power. Also, I have volunteered with the HRWC for water quality sampling which was a great learning experience. My passion for protecting and preserving our natural world and educating communities about how they can help protect nature in a sustainable way will be a never ending journey for myself.

I understand that appointment to a City of Ypsilanti board or commission requires

Yes

regular attendance at board meetings.

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	Eric Diamond Mohamed
Email Address	
Address	
City	Ypsilanti
State	MI
Zip Code	48197
Phone Number	
Number of Years in the Community	1.5
Ward You Live In	2
Education	Bachelor's Degree - Williams College - Philosophy/Political Science Double Major
Occupation	Senior Customer Success Manager
Employer	Plex Systems, Inc
Are you applying for youth membership?	No
Are you registered to vote in the City of Ypsilanti?	Yes

I would like to be considered and could devote sufficient time to serve on the following board or commission:

YCUA, Police and Fire Pension Board, Police Advisory Commission

Party Affiliation

Field not completed.

Field not completed.

Why are you interested in serving on these boards/commissions?

I am primarily interested in serving on the Police Advisory Commission, but am open to others. I believe that interactions with law enforcement are at the heart of a community and ensuring that these interactions are based in mutual respect and understanding is at the core of a policing mission. I also know that law enforcement sometimes gets a "bad rap" and want to be able to serve as a member of the community to build trust.

My home was damaged in the flooding last summer and I am interested and motivated to get closer to YCUA's operations and administration.

Work/volunteer experience related to the board or commission:

My jobs for the last 5+ years involve complicated work to ensure manufacturers are operating successfully. I have significant experience with relationship management and optimization of processes and procedures. I am active in my community and want to become more active with the city administration. I understand accounting, operations, and the business of running a successful enterprise with many moving parts and people. In my view, this is not so different from the administration or operation of a municipality.

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. 2022-001
May 26, 2022

**RESOLVED BY THE POLICE ADVISORY COMMISSION OF THE CITY OF
YPSILANTI:**

That the commission urges city council by formal resolution to submit application and become a member of the National Association for Civilian Oversight of Law Enforcement's (NACOLE)

Whereas: The YPAC is charged to provide advice on police matters to city council and city staff

Whereas: The National Association for Civilian Oversight of Law Enforcement's (NACOLE) is an organization that is charged with to create a community of support for independent, civilian oversight entities that seek to make their local law enforcement agencies more transparent, accountable, and responsive to the communities they serve.

Whereas: The National Association for Civilian Oversight of Law Enforcement elevates and advances high professional and ethical standards for and promotes the independence and authority of all entities charged with civilian oversight. To achieve its mission and promote its vision, NACOLE:

- **Assists, supports, and educates jurisdictions considering or developing civilian oversight of law enforcement;**
- **Trains, educates, and sets high professional and ethical standards for organizations and practitioners charged with civilian oversight of law enforcement;**
- **Provides educational and informational resources relating to the field of civilian oversight of law enforcement;**
- **Supports efforts and strategies that afford civilian oversight organizations independence, adequate authority, and sufficient funding and staffing; and**
- **Defends members against attacks that impede or undermine the effectiveness of civilian oversight.**

Whereas: Organizational members (\$500 annually) are defined as agencies or boards who provide civilian oversight of law enforcement by legislative or executive mandate. These agencies or boards will receive one transferable regular (voting) membership. All agency or board affiliate members are eligible to serve on committees, however election or appointment to the Board of Directors shall be limited to the designated voting member of the agency or board. Cities or other political subdivisions may obtain one organizational membership to cover all of the entities within it, which meet the requirements for regular membership.

Now therefore the commission requests City Council by formal resolution submit application and become a member of an organizational member of The National Association for Civilian Oversight of Law Enforcement's (NACOLE)

OFFERED BY: Commissioner Humes

SUPPORTED BY: Commissioner Echols

YES: 4 NO: 0 ABSENT: 0 VOTE: Carried

I do hereby certify that the above resolution is a true and correct copy of Resolution 2022-001 as passed by the Ypsilanti Police Advisory Commission, at their meeting held on July 23, 2022.

Andrew Hellenga, City Clerk



Resolution No. 2022-166
July 12, 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
12 day of July 2022

#Resolution No. 2022-166