



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, June 17, 2025 @ 7:00 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197**
[Launch Meeting - Zoom](#)

I. CALL TO ORDER

II. ROLL CALL

III. A MOMENT TO CENTER AND FOCUS

IV. AGENDA APPROVAL

V. CLOSED SESSION

- A. Resolution No. 2025-110 Entering into a Closed Session, pursuant to MCL 15.268 (c), for strategy and negotiation sessions connected with the negotiation of the International Association of Fire Fighters collective bargaining agreement if either negotiating party requests a closed hearing.
- B. Resolution No. 2025-111 Leaving the Closed Session and returning to the Open Session of this meeting.

VI. PUBLIC COMMENT - 45 MINUTES TOTAL (3 MINUTES/EACH SPEAKER)

VII. PRESENTATIONS

- A. Ann Arbor Area Transportation Authority (AAATA) Presentation
- B. AI (Artificial Intelligence) for Local Governments Presentation by Molly Kleinman

VIII. CBO (Community Benefits Ordinance) WORK SESSION

- A. REDY Presentation

IX. ORDINANCES FIRST READING

- A. Ordinance No. 1446 - An Ordinance entitled "EMUCU Planned Unit Development". Public Hearing Resolution No. 2025-113, close the public hearing. Resolution No. 2025-112, determination.

X. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. Resolution No. 2025-114 Approving the minutes of the meeting of June 3, 2025.

- B. Resolution No. 2025-115 Approving the request to waive park rental fees in the amount of \$1,435 for the 2025 4th Annual Stop the Gun Violence Community Outreach event.
- C. Resolution No. 2025-116 Approving the request from Home of New Vision to waive park rental fees in the amount of \$1,785 for the 2025 Recovery Walk.
- D. Resolution No. 2025-117 Approving a three-year Contract with WCA Assessing in the amounts of \$115,145, \$120,902, and \$126,947 respectively, with optional re-appraisal fees to be approved by City Council, and authorizing the Mayor and City Clerk to sign and execute the agreement.
- E. Resolution No. 2025-118 Approving the Fire and Police Pension Administrative Contract FY 2025-2026.
- F. Resolution No. 2025-119 Approving 21st Century Salvage as the contractor for the excavation of PCBs at the Water Street Redevelopment Area.
- G. Resolution No. 2025-120 Authorizing to extend the Dispatch Contract with Washtenaw County to June 30, 2026, on the same terms and conditions, and also authorizing the Mayor and City Clerk to sign the extension agreement, subject to the approval of the City Attorney.
- H. Resolution No. 2025-121 Approving the Letter of Agreement to the IAFF 2022-2027 Collective Bargaining Agreement and authorizing the Mayor, City Manager, and City Clerk to execute the agreement upon approval by the City Attorney as to form.
- I. Resolution No. 2025-122 to Protect the Ypsilanti Community from the Impacts of the 2025 Federal Budget Bill by Urging Senators Peters and Slotkin to vote no on this budget.
- J. City Council Retreat Questionnaire Discussion
- K. Resolution No. 2025-123 Reappointing resident Phil Hollifield to the Planning Commission with a term ending May 1, 2028.
- L. Resolution No. 2025-124 Approving the Michigan Department of Transportation Contract No. 25-5262; and also authorizing the Mayor and City Clerk to sign this contract, subject to approval by the City Attorney.

XI. BOARD AND COMMISSION - LIAISON REPORTS

- A. Police Advisory Commission
- B. Human Relations Commission
- C. Parks and Arts Commission
- D. Sustainability Commission
- E. Historic District Commission

- F. Planning Commission
- G. Zoning Board of Appeals

XII. LIAISON REPORTS

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Urban County
- D. Ypsilanti Downtown Development Authority
- E. Friends of Rutherford Pool

XIII. COUNCIL PROPOSED BUSINESS

XIV. COMMUNICATIONS FROM THE MAYOR

XV. COMMUNICATIONS FROM THE CITY MANAGER

XVI. COMMUNICATIONS

XVII. PUBLIC COMMENT - CONTINUED (3 MINUTES/EACH SPEAKER)

XVIII. REMARKS FROM THE MAYOR

XIX. ADJOURNMENT

- A. Resolution No. 2023-, adjourning the City Council Meeting.
- B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



Resolution No. 2025-110
June 17, 2025

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That this Council enter into a Closed Session, pursuant to MCL 15.268 (c), for strategy and negotiation sessions connected with the negotiation of the International Association of Fire Fighters collective bargaining agreement if either negotiating party requests a closed hearing.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2025-111
June 17, 2025

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That this Council leave the Closed Session, and return to the Open Session of this meeting.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



GERALD R. FORD SCHOOL
OF PUBLIC POLICY
UNIVERSITY OF MICHIGAN

AI For Local Governments & Municipalities

Molly Kleinman, PhD
Science, Technology, and Public Policy Program
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fordschool.umich.edu

What is the Science, Technology, & Public Policy Program?

- Research center based in the Ford School of Public Policy
- Educational, research, and community & policy engagement elements
- Affiliated UM faculty from sciences, engineering, and professional schools.
- Science & technology broadly defined, everything from AI to space to biotech to climate change

 SCIENCE, TECHNOLOGY,
AND PUBLIC POLICY



Artificial Intelligence Handbook for Local Government

Author: Trevor Odelberg

Contributors (Alphabetical):

Kristin Burgard

Molly Kleinman

Tony Minghine

Richard Murphy

Kelly Warren

Dene Westbrook

Understanding AI

What is AI?

National Artificial Intelligence Initiative Act of 2020:

The term "artificial intelligence" means a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations or decisions influencing real or virtual environments. Artificial intelligence systems use machine and human-based inputs to-

- (A) perceive real and virtual environments;
- (B) abstract such perceptions into models through analysis in an automated manner; and
- (C) use model inference to formulate options for information or action.

What is AI? continued

Blueprint for an AI Bill of Rights (2022):

(1) Automated systems that (2) have the potential to meaningfully impact the American public's rights, opportunities, or access to critical resources or services.

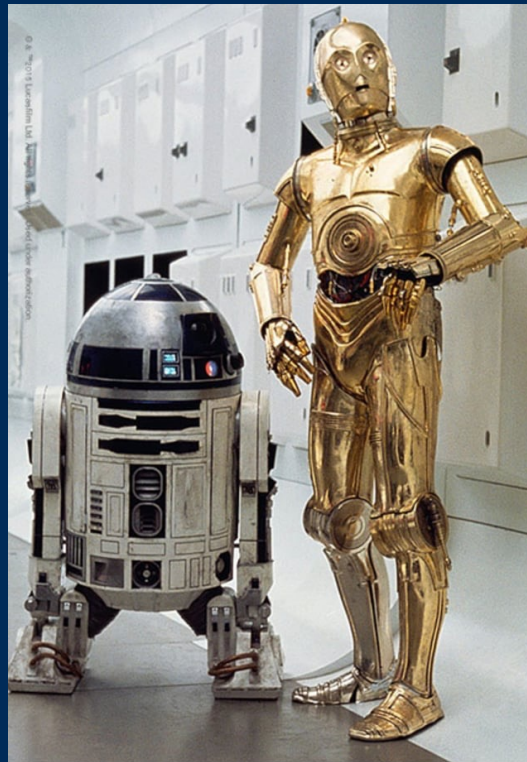
What is AI? continued

Alondra Nelson, former acting director of the White House Office of Science and Technology Policy:

AI is a tool. It's math, statistics, software, hardware.

What the AI we are talking about these days is not...

- Intelligent
- Original
- Self-aware



Common types of AI in use right now

- Generative AI (e.g. ChatGPT, Copilot)
- Recommender systems (e.g. Netflix's "if you liked The Price is Right, you might like Jeopardy!")
- Predictive tools (e.g. lender risk algorithms)
- Pattern matching (e.g. facial recognition)
- Combinations of the above (e.g. autonomous vehicles)

Generative AI

Programs trained on very large quantities of text or images, generative AI functions similarly to advanced chatbots, quickly generating realistic text and images from user input, questions, or prompts. The math underlying generative AI is called “large language models,” or LLMs.

Machine learning

A subset of AI that uses algorithms to identify patterns in data to make predictions. These algorithms are widely used in most AI software. Instead of being explicitly programmed, machine learning algorithms analyze large amounts of “training data” to “learn” trends and make informed predictions.

Concerns and Risks

Areas of concern

- Civil rights
- Privacy
- Transparency
- Intellectual property
- Environmental & resource management
- Labor
- Misinformation
- Accuracy
- Accountability

Regulating AI

- Proposed regulation in House budget bill “no state or political subdivision may enforce any law or regulation regulating artificial intelligence models, artificial intelligence systems, or automated decision systems.”
- Municipalities can regulate how they do and don’t use AI, and how they decide
- Local regulations on use of AI in areas like housing and hiring would likely be difficult or impossible to enforce

Data Centers

- Michigan recently passed tax incentives for data centers
- Data centers create problems for host and neighboring municipalities due to increased energy rates, more energy instability, high water usage, air quality, and noise.
- Data centers do not create long term, high quality jobs.

Principles for Municipal AI Assessment

- 1) The use of AI should support our work to deliver better, safer, more efficient, and equitable services to our residents.
- 2) Every tool that we use has an impact on the security, privacy, and digital rights of our constituents.

3) Everything we do, regardless of the tools, is a reflection of ourselves. We have a responsibility not to discriminate based on race, ethnicity, sex, religion, age, disability, veteran status, or other classifications. This responsibility extends to our use of AI.

4) We will properly disclose and be transparent to the public about our use of AI tools and their impacts.

5) We embrace a culture of responsible experimentation where we maintain control and understanding of the use of new tools in service to our residents.

Final takeaway: Start with policy

- Adopting a municipality-wide local AI policy is critical to encourage experimentation and mitigate risk.
- Making flexible guidelines that can be updated frequently can help cities keep up with AI advancements.



**GERALD R. FORD SCHOOL
OF PUBLIC POLICY**
UNIVERSITY OF MICHIGAN

Thank you!

fordschool.umich.edu



REQUEST FOR LEGISLATION
June 17, 2025

For: Mayor and City Council

From: Joshua Burns, City Planner

Subject: Ordinance No. 1446 - An Ordinance entitled "EMUCU Planned Unit Development".
Public Hearing Resolution No. 2025-113, close the public hearing.
Resolution No. 2025-112, determination.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION:

ATTACHMENTS:

1. Council-RFL_Resolution-611 W. Cross PUD Amendment
2. EMCU Cross St_PUD Amendment Application with Exhibits_03242025
3. EMCU Cross St_PUD Amendment CIVIL_03252025
4. 611 W. Cross-PUD Amendment Staff Report
5. 21 May 2025 - Draft Minutes

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 17, 2025

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



To: Mayor and City Council

From: Joshua Burns, City Planner

Date: June 17, 2025

Subject: EMUCU Planned Unit Development Amendment (611 & 617 W. Cross St.)

SUMMARY & BACKGROUND

On May 18th, 2022, the Planning Commission held a public hearing and recommended approval of a Planned Unit Development (PUD) for a site redevelopment at 611 W. Cross St. Following approval from the Planning Commission, the City Council would officially approve the PUD at their July 12, 2022, meeting.

The development is set to be completed this year; however, the developer wishes to build a monument sign with uplighting near the southeast corner of W. Cross and College Place. Monument signs are not permitted in the Center zoning district, and utilizing uplighting to illuminate a sign is not permitted; hence, the applicant's PUD amendment proposal and the request for 2 additional departures from the zoning ordinance. **It is crucial to note that a monument sign was included on the approved plans back in 2022; however, an official departure was not recognized by staff and granted by the City Council.**

Section 122-708 of the zoning ordinance establishes guidelines for the revision of approved PUD plans. Major amendments to the final approved plans require the PUD to be revised in accordance with the procedures outlined in Section 122-705, meaning the PUD process must be entirely redone.

A PUD is a development plan that offers more flexibility to the developer in designing the site. This happens through "departures," or in other words, "exceptions," that allow creativity in site design otherwise not possible when strictly adhering to the zoning ordinance. In exchange for design flexibility, developers must provide a public benefit, including (but not limited to) amenities and infrastructure improvements, and often find it easier to accommodate environmental and scenic attributes. Broadly, the public benefits offered by this development include but are not limited to: a pedestrian plaza, vacated curb cut, reduced impervious surface and improved stormwater management, and the rehabilitation and reuse of an existing vacant building.

Back in 2022, the applicant applied for departures 1-5, and all were approved by the City Council (see the full list of departure details in Figure 4 of the attached staff report):

1. Frontage buildout for a "CM" building type
2. Accessory building footprint maximum size
3. Minimum number of stories
4. Building entrance orientation
5. ATMs/ITMs amplifying sound

Departure 6 was not included as part of the amendment application; however, the applicant received approval in 2022 to expand a single-story commercial building – a building type that is not permitted in the Center zoning district per Section 122-465. As a result, staff included and recommended approval of the departure to ensure the development received all necessary approvals.

As previously noted, the applicant is seeking two additional departures, Departures 7 and 8, from the zoning ordinance to allow for a monument sign and uplighting. Although the monument sign was included in the 2022 site plan, staff recommended denial of both departures, as they are not believed to contribute to a public benefit or enhance the overall quality of the development.

While staff recommended denial of the amended PUD, the Planning Commission supported approval of Departure 7 (the monument sign), but not Departure 8 (the uplighting). The Commission did not find that the monument sign provides a clear public benefit or significantly improves the development's quality; however, given that the previous site plan included a monument sign, the Commission approved Departure 7 to mitigate the risk of potential litigation from the developer.

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

RECOMMENDATION

Planning Commission recommended City Council approve the Planned Unit Development at their May 2022 regular meeting. The motion passed 5-3.

RECOMMENDED ACTION: Adopt

Planning Commission's recommended findings, waivers, and conditions.

Findings:

1. The PUD substantially complies with Sections 122-311, 122-702, and 122-706.
2. The initial PUD proposal, including departures 1, 2, 3, 4, 5, and 6, received approval from the City Council on July 12th, 2022. Departure 7 received approval, although, was not named Departure 7 in 2022.
3. The PUD amendment application submitted on March 24, 2025, included a request for two additional departures—Departures 7 and 8. Departure 8, however, does not contribute to a higher-quality development and is therefore not approved as part of this application.

Waivers:

1. The Planning Commission waives the 10-foot parking lot setback requirement for the parking lot adjoining residential properties.
2. The Planning Commission waives the locational requirement for the required street trees within the public right-of-way along W. Cross and College Place.
3. The Planning Commission waives the requirement of a loading zone per Section 122-695(a).

Conditions:

1. The applicant shall provide a wooden gate on the dumpster enclosure.
2. The applicant shall confirm the height of the dumpsters within the enclosure to ensure that the enclosure is at least 1' taller.
3. The applicant shall submit a landscaping plan for administrative approval, compliant with Article VI, Divisions 3, 6, & 7.
4. If the required street trees cannot be placed within the right-of-way, staff shall approve an alternative, including, but not limited to, a fee in lieu or placement elsewhere on site.
5. The applicant shall receive all necessary approvals from the necessary departments and other required agencies.
6. The applicant shall pursue a lot combination of 611 W. Cross and 617 W. Cross Street.

7. The applicant shall submit a revised lighting plan for administrative approval and confirm that the plan is compliant with Section 122-609 and is dark sky compliant.

****Staff recommends tweaking findings 2 and 3 to say the following:**

2. On July 12th, 2022, the City Council approved Departures 1, 2, 3, 4, and 5. Departures 6 and 7 were included on the approved site plan; however, they were not officially named as departures.
3. Departures 1, 2, 3, 4, 5, 6, and 7 are approved as presented in Figure 4 of the staff report.
4. The PUD amendment application submitted on March 24, 2025, included a request for two additional departures - Departures 7 and 8. Departure 8, however, does not contribute to a higher-quality development and is therefore not approved as part of this application.

ATTACHMENTS: Resolution, Ordinance, Planning Commission Minutes, Planning Commission Staff Report, Site Plan Set (dated March 17, 2025), Applicant Provided Memo and Materials

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



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 on First Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

City of Ypsilanti
Notice of Adopted Ordinance
Ordinance No. 1446

An Ordinance Entitled "EMUCU Planned Unit Development"

THE CITY OF YPSILANTI ORDAINS:

That the property with the address 611 & 617 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 _____ ,
_____.

Tracey Boudreau, City Clerk

Attest

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

Tracey Boudreau, 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 _____, ____.

Tracey Boudreau, City Clerk

Notice Published: May 22, 2025

First Reading: June 17, 2025

Second Reading:

Published:

Effective Date:



Resolution No. 2025 - 113
June 17, 2025

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing to consider an ordinance titled "EMUCU Planned Unit Development" be officially closed.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Planned Unit Development

§122-700

PUDs

This Fact Sheet is not a substitute for the ordinance, but addresses common questions about City ordinances. For further information, please call the Planning Department.

All permit applications are available from the Building Department and at cityofypsilanti.com/permits.

Completed applications may be dropped off at the Planning Department.

City Hall

One South Huron
Ypsilanti, MI 48197

Planning

3rd Floor, City Hall
Phone: (734) 483-9646
cityofypsilanti.com/planning

Historic District

3rd Floor, City Hall
Phone: (734) 483-9646
cityofypsilanti.com/hdc

Building

3rd Floor, City Hall
Phone: (734) 482-1025
cityofypsilanti.com/building

All permits, fees, and factsheets can be found at cityofypsilanti.com/permits.

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 that allows creativity in site design and the protection of environmentally sensitive lands not otherwise possible. In exchange for design flexibility, developers must provide a public benefit, including (but not limited to) amenities and infrastructure improvements, and often find it easier to accommodate environmental and scenic attributes.

The City allows for two types of PUDs: adaptive reuse and standard. Adaptive reuse PUDs are for re-use of existing non-residential structures in residential areas, and may have a historic component. Standard PUDs are generally for large or complex developments on sites greater than an acre in size.

Review Process and Timeline

Both types of PUDs go through a similar process. Standard PUDs tend to be rather more complex than adaptive re-use PUDs, and we recommend a series of pre-application meetings to discuss site concepts before submitting an application. For adaptive reuse PUDs, we do recommend at least one meeting with staff prior to application. Once the application is received, staff will schedule a public hearing. If your application is complete and received by 4:00 p.m. on the third Wednesday of the month, it will be heard in front of Planning Commission at their regular meeting at 7:00 p.m. on the third Wednesday of the following month. During the intervening time, staff will review the application; notify neighbors within 300' by first-class mail, and place a notice in the Washtenaw Legal News.

At their meeting, Planning Commission will hold a public meeting, where the public is invited to address them about the proposed PUD. They also hear a staff report about the PUD's conformance with the Master Plan, conformance with the spirit of the zoning ordinance, and public benefit. The applicant will also be invited to speak. With the information they gather at this meeting, they make a recommendation to City Council.

City Council will generally hear the PUD application and the Planning Commission recommendation at their regularly scheduled meeting on the second Tuesday of the following month. There is another public hearing at this meeting, advertised again in the Washtenaw Legal News, and the PUD is addressed as the first reading of an ordinance change, as PUDs are treated as site-specific rezoning. The PUD ordinance must be read and approved a second time before it is considered adopted. The PUD takes effect thirty days after adoption by City Council.

Once the PUD has been approved by the Planning Commission and City Council, the applicant will work with staff to address the next steps, which usually include, at a minimum, a preconstruction meeting.



City of Ypsilanti Planning & Development Department

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

PLANNED UNIT DEVELOPMENT APPLICATION

Applicant*

REQUESTING AMENDMENT March 17, 2025 Revised March 24th, 2025

Name University of Michigan Credit Union (Contact: DeAnne Ramos) HOBBS+BLACK Architects, Thom Phillips, Vice President		
Address 340 E Huron Street		
City Ann Arbor	State Michigan	Zip 48104
Phone / Fax 734-662-8200 x2760	E-Mail dramos@umcu.org	tphillips@hobbs-black.com 734-645-6170

*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: Credit Union Branch under construction, 90% complete.	
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	This departure submittal is to request a low monument sign at the north-west corner parallel to Cross Street as a landscape design feature.
Legal description of property (may be attached) See Attached	

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

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

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

Required Information for a Site Plan

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

Site designer initials: CMB

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:

Date:



3.11.25

Print Name:

DeAnne Ramos

FEE SCHEDULE

Adaptive Reuse Planned Unit Development

\$550	PLUS:	Engineering fees (see below)
-------	--------------	------------------------------

Planned Unit Development

\$2,000	PLUS:	\$5 per 1,000 sq ft of commercial space and \$5 per residential unit 3,535 SF Building	PLUS:	Engineering fees (see below)
= TOTAL \$2020				

Engineering: Site Review Phase

Site Plan Review	500
Site Plan Review-Beyond Initial Two	250
Site Plan Review-Planned Unit Development-Adaptive Reuse PUD	500
Site Plan Review-Planned Unit Development-Less Than 5 Acres	1,000
Site Plan Review-Planned Unit Development-More Than 5 Acres	1,800
Planned Unit Development Review-Beyond Initial Two	500
Preapplication Meeting	200

Engineering: Plan Review Phase

Construction Estimate Less Than \$50,000	6% - Minimum 500
Construction Estimate Between \$50,000 - \$100,000	5% - Minimum 3,500
Construction Estimate Between \$100,000 - \$500,000	3% - Minimum 6,000
Construction Estimate More Than \$500,000	2.5% - Minimum 12,000

Engineering: Construction Phase

Construction Estimate Less Than \$50,000	9.0% - Minimum 1,000 Construction Escrow
Construction Estimate Between \$50,000 - \$100,000	6,000 + 8.0% of amount over 50,000 Construction Escrow
Construction Estimate Between \$100,000 - \$500,000	11,500 + 6.0% of amount over 100,000 Construction Escrow
Construction Estimate More Than \$500,000	35,000 + 5.0% of amount over 500,000 Construction Escrow

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.

FOR OFFICE USE ONLY

Date:	Amount:	Account: 101-4-7210-607-01
☐ Cash ☒ Check payable to City of Ypsilanti ☐ Credit (+ 3.0% surcharge)		Code: 178 Rezone
		Signature of person receiving deposit:
Description of deposit:		

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 YPSILLANTI, 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.

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March 24, 2025

Josh Burns, City Planner
City of Ypsilanti
Planning and Development Department
1 South Huron Street
Ypsilanti, MI 48197

RE: EMU Credit Union
611 W Cross Street,
PUD Amendment Application Narrative

Dear Josh:

The University of Michigan Credit Union respectfully requests to amendment to the 2022 Planned Unit Development approval to include the low garden monument sign at the north-west corner of the site as depicted on the PUD submittal and attached PUD amendment documents.

As the project is nearly complete, we also propose to revise the attached civil documents to reflect the Planning Commission's conditional requirements (letter attached) and two minor field condition revisions.

Requested PUD Departures:

- Monument sign 12 feet long, 4 feet high and 1.33 feet deep and parallel with Cross Street.
- Flood lights shielded to be dark sky compliant.

Plan modifications to address conditions of Planning Commission's recommendation for approval (as noted in action letter dated 05/23/2022):

- Five (5) bike hoops provided for a total of ten (10) bike parking spaces
- "No Idling" signage provided at each ATM/ITM space
- Vegetative screening provided along southern adjoining property
- Removed the southernmost ATM/ITM lane
- High visibility crosswalk markings added at the College Place driveway apron

Additional minor modifications due to field conditions and site coordination during construction:

- College Place drive approach shifted 8.25' south due to conflict with existing utility pole identified during construction
- Photometric plan updated to reflect final outdoor lighting locations determined through further refinement of site design coordination with all disciplines

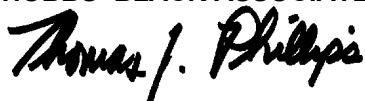
The site is 0.69 acre in size, zoned Central and the one-story building was originally completed in 1966. Since the renovation's approval by the City, the renovation has been under construction and is approximately 90% complete.

Referring to the PUD Departures, we acknowledge that the City of Ypsilanti base zoning ordinance does not support monument signs or up lighting in the C zoning district, however in context with this unique site, we propose that the low sign is in harmony with the walkable nature and vibrant mix of uses in the area. While the original northwest corner was unremarkable and uninviting for pedestrians, this

pedestrian plaza includes ADA-accessible sidewalk connections, bike hoops and extensive landscaping, enhancing the intersection at West Cross Street and College Place.

We thank you for your consideration of this application and we look forward to discussing this amendment with you.

Regards,
HOBBS+BLACK ASSOCIATES, INC.

A handwritten signature in black ink that reads "Thomas L. Phillips". The signature is written in a cursive, flowing style.

Thomas L. Phillips
Vice President LEED AP

Cc: DeAnne Ramos, Chief Financial Officer, University of Michigan Credit Union
 Johana Cruz, Administrative Assistant, University of Michigan Credit Union
 Ted Hirsch, PE, Associate & Senior Project Engineer, Midwestern Consulting
 David Nims, Director of Design, Vice President, Hobbs+Black
 File



City of Ypsilanti

Community and Economic Development

May 23, 2022

UNIVERSITY OF MICHIGAN CREDIT UNION
340 EAST HURON ST
ANN ARBOR, MI 48104

RE: Planning Commission approval recommendation for 611 W Cross St Planned Unit Development.

Dear UNIVERSITY OF MICHIGAN CREDIT UNION,

The Planning Commission recommended approval of the Planned Unit Development (PUD) for the above-referenced property during the meeting. The approval recommendation was with the following findings, departures, waiver, and conditions:

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.

Waiver:

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

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.

The Planning Commission approval recommendation will be routed to City Council for their review at an upcoming City Council meeting.

One South Huron Street
Ypsilanti, MI 48197

Tel: (734) 483-9646
Fax: (734) 483-7260

www.cityofypsilanti.com

This letter serves as your official notice of the Planning Commission's action; keep it with your records. Note that major changes to the approved site plan, including but not limited to changes in the building's footprint, character or function of drives, parking areas, landscaping, and/or in the concept of the development, may require resubmission to the Planning Commission. If approved by City Council, the PUD shall expire one year from City Council approval if construction does not commence.

Please contact me at 734-483-9646 or aaamodt@cityofypsilanti.com with any additional questions.

Sincerely,

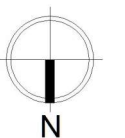


Andy Aamodt
City Planner, Community & Economic Development Division

CC: File
 Building Department



19-200 MARCH 17, 2025
REVISED MARCH 24, 2025





VIEW LOOKING WEST



VIEW LOOKING SOUTH







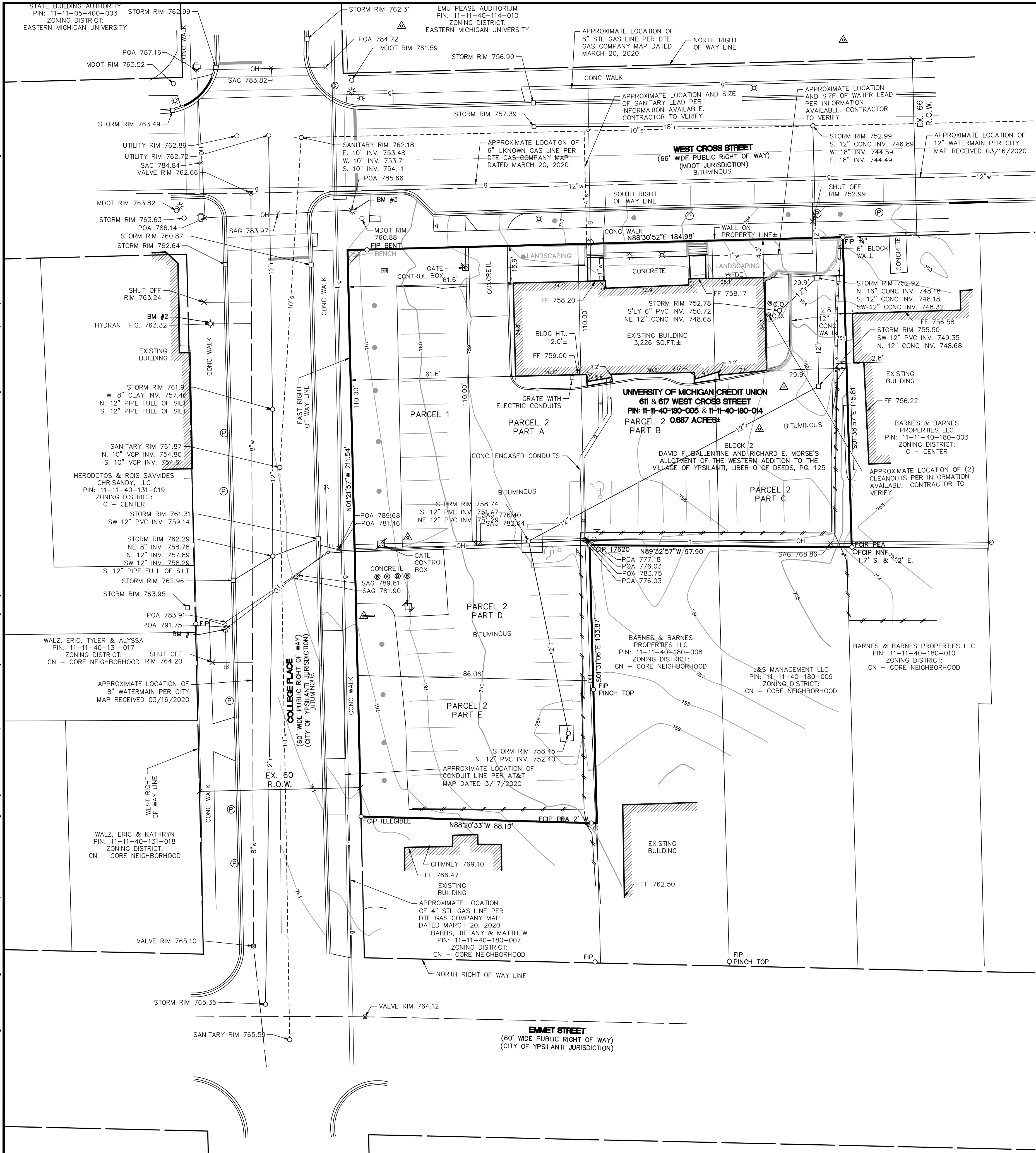
VIEW LOOKING EAST

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Page 50 of 215

m:\civil\3d\proj\22053\site plan amendment\22053EX1.dwg, 3/25/2025 5:49 PM, Charly A. Richards, EXISTING CONDITIONS PLAN, MLLC PDF, p.3
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The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

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 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.

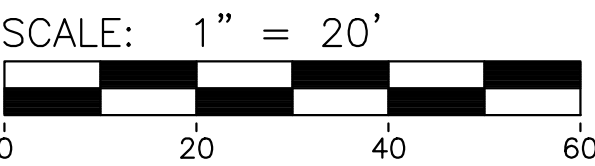
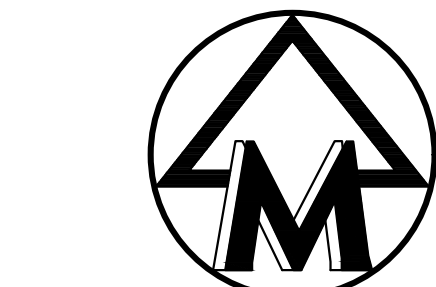
PARCEL 2 PART A: COMMENCING AT A POINT ON THE SOUTH LINE OF CROSS STREET 44 FEET EAST OF THE SOUTHEAST CORNER OF CROSS AND BROWER STREET AS NOW LOCATED AND RUNNING THENCE EASTERLY 42 FEET MORE OR LESS TO LAND OF SEYMOUR; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SEYMOUR'S LAND 110 FEET; THENCE WEST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

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LEGEND

838	EXIST. CONTOUR
×836.2	EXIST. SPOT ELEVATION
—○— U.P.	EXIST. UTILITY POLE
—○— U.P.	EXIST. UTILITY POLE W/ TRANS.
—○— GP	EXIST. GUY POLE
—	GUY WIRE
⊠	ELEC. TRANSFORMER
⊠	EXIST. AC UNIT
⊠	EXIST. GENERATOR
— OH —	EXIST. OVERHEAD UTILITY LINE
⋆	EXIST. LIGHT POLE
— t —	EXIST. TELEPHONE LINE
— e —	EXIST. ELECTRIC LINE
— g —	EXIST. GAS LINE
— g —	EXIST. GAS VALVE
— f.o. —	EXIST. FIBER OPTIC LINE
— w —	EXIST. WATER MAIN
— H —	EXIST. HYDRANT
— V —	EXIST. GATE VALVE IN BOX
— V —	EXIST. GATE VALVE IN WELL
— X —	EXIST. CURB STOP & BOX
— O —	EXIST. BLOW-OFF
— P —	EXIST. POST INDICATOR VALVE
— F —	EXIST. FIRE DEPARTMENT CONNECTION
— S —	EXIST. STORM SEWER
— I —	EXIST. CATCH BASIN OR INLET
— B —	EXIST. BEEHIVE INLET
—	END SECTION
—	HEAD WALL
—	CULVERT
— ds —	EXIST. DOWNSPOUT
— s —	EXIST. SANITARY SEWER
—	EXIST. CLEANOUT
— T/C —	TOP OF CURB
— T/P —	TOP OF PAVEMENT
— G —	GUTTER
— T/W —	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)

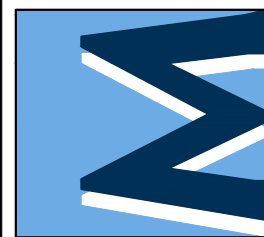
GENERAL SOILS DESCRIPTION

BASED ON SOIL SURVEY OF WASHTENAW COUNTY MICHIGAN

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



MIDWESTERN
CONSULTING

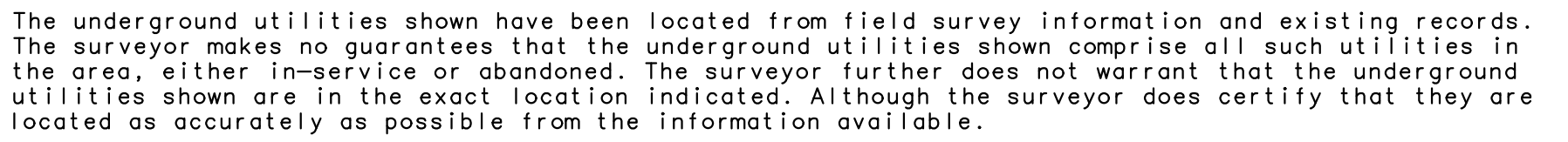


CLIENT
HOBBS & BLACK ARCHITECTS
100 N. STATE STREET
ANN ARBOR, MI 48104
THOM PHILLIPS

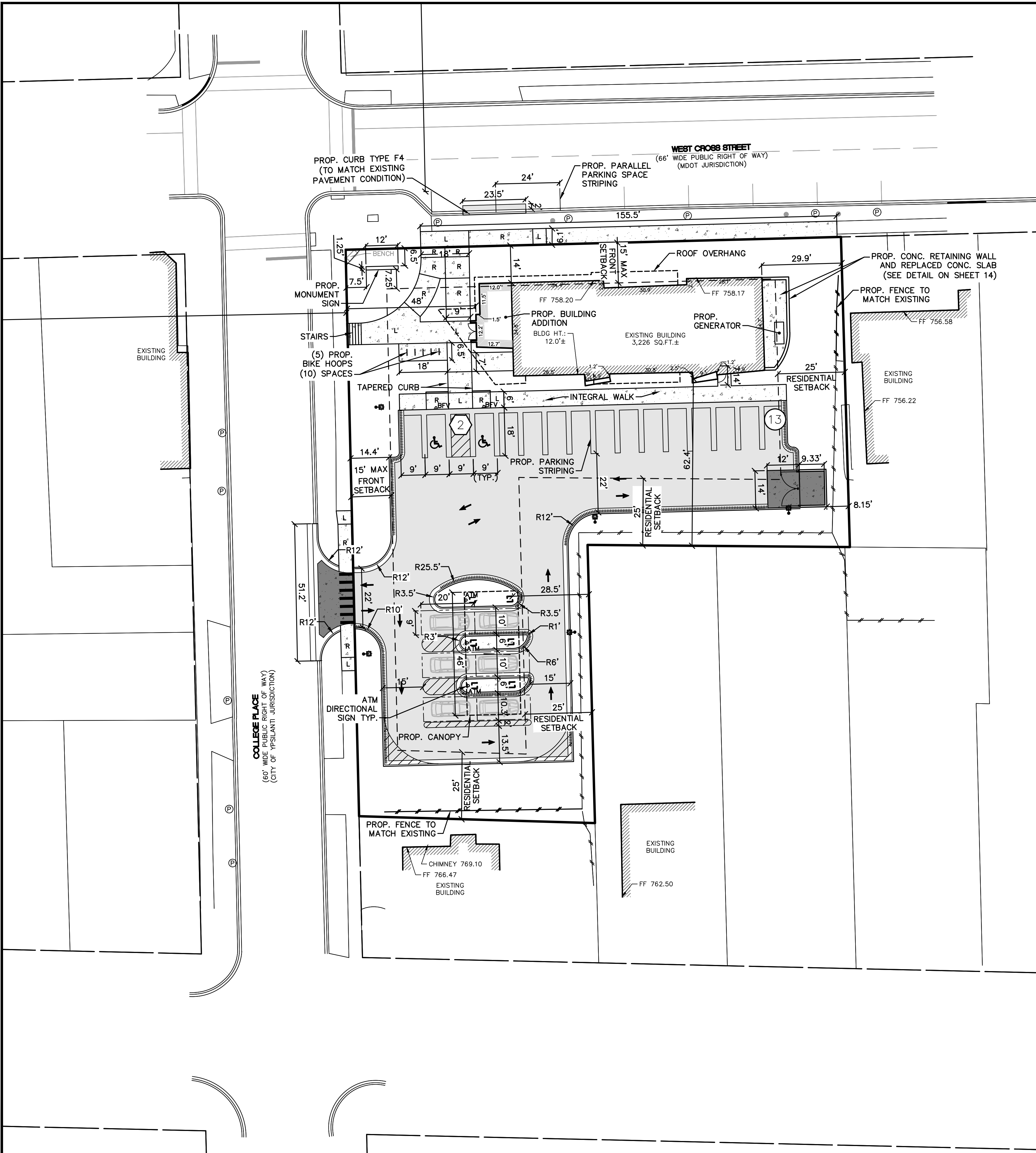
EMU CREDIT UNION
PUD SITE PLAN AMENDMENT
EXISTING CONDITIONS PLAN

02

JOB No.	22053	DATE: 3/17/25	SHEET 02 OF 30
REVISIONS:		REV. DATE	
		CADD: CAR	
		ENG: TPH	
		PM: TCH	
		TECH: CTS	
		DE: Z2053EX1	



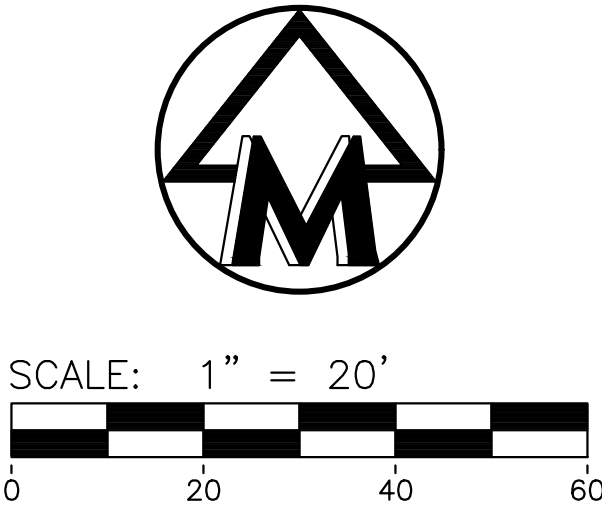
m:\civil\134\proj\22053\site plan amendment\22053SP1.dwg, 3/25/2025 5:49 PM, Charly A. Richards, DIMENSIONAL LAYOUT PLAN, MCLC PDF.ppt3
Copyright © 2025 Midwestern Consulting L.L.C. All rights reserved. No part of this drawing may be used or reproduced in any form or by any means, or stored in a database or retrieval system, without prior permission of Midwestern Consulting L.L.C.



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NOTES

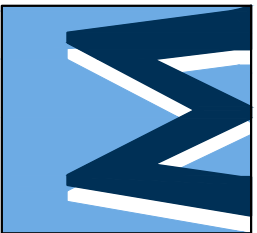
- 1. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH CURRENT STANDARDS, SPECIFICATIONS, AND GENERAL CONDITIONS OF THE AUTHORITY HAVING JURISDICTION.
- 2. REFER TO THE ARCHITECTURAL PLANS FOR DETAILS REGARDING THE SCOPE OF WORK FOR THE BUILDING ELEVATIONS, INTERIORS, AND APPURTENANCES.
- 3. ALL DIMENSIONS ARE MEASURED TO THE PAINT 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
- L R BARRIER FREE SIDEWALK RAMP AND LANDING
- PROP. CURB & GUTTER
- PROP. PITCH OUT CURB & GUTTER
- PROP. BITUMINOUS PAVEMENT
- PROP. CONCRETE PAVEMENT
- PROP. HEAVY DUTY CONCRETE
- ATM PROP. ATM DIRECTIONAL SIGN
- PROP. SINGLE LIGHT
- ⊙ PROP. PARKING METER
- — — — — PROP. STACKING STATION (9'X20')
- — — — — SETBACKS

MIDWESTERN CONSULTING
3845 Plaza Drive Ann Arbor, Michigan 48108
(734) 995-0200 • www.midwesternconsulting.com
Land Development • Land Survey • Institutional • Municipal
Wireless Communications • Transportation • Landfill Services



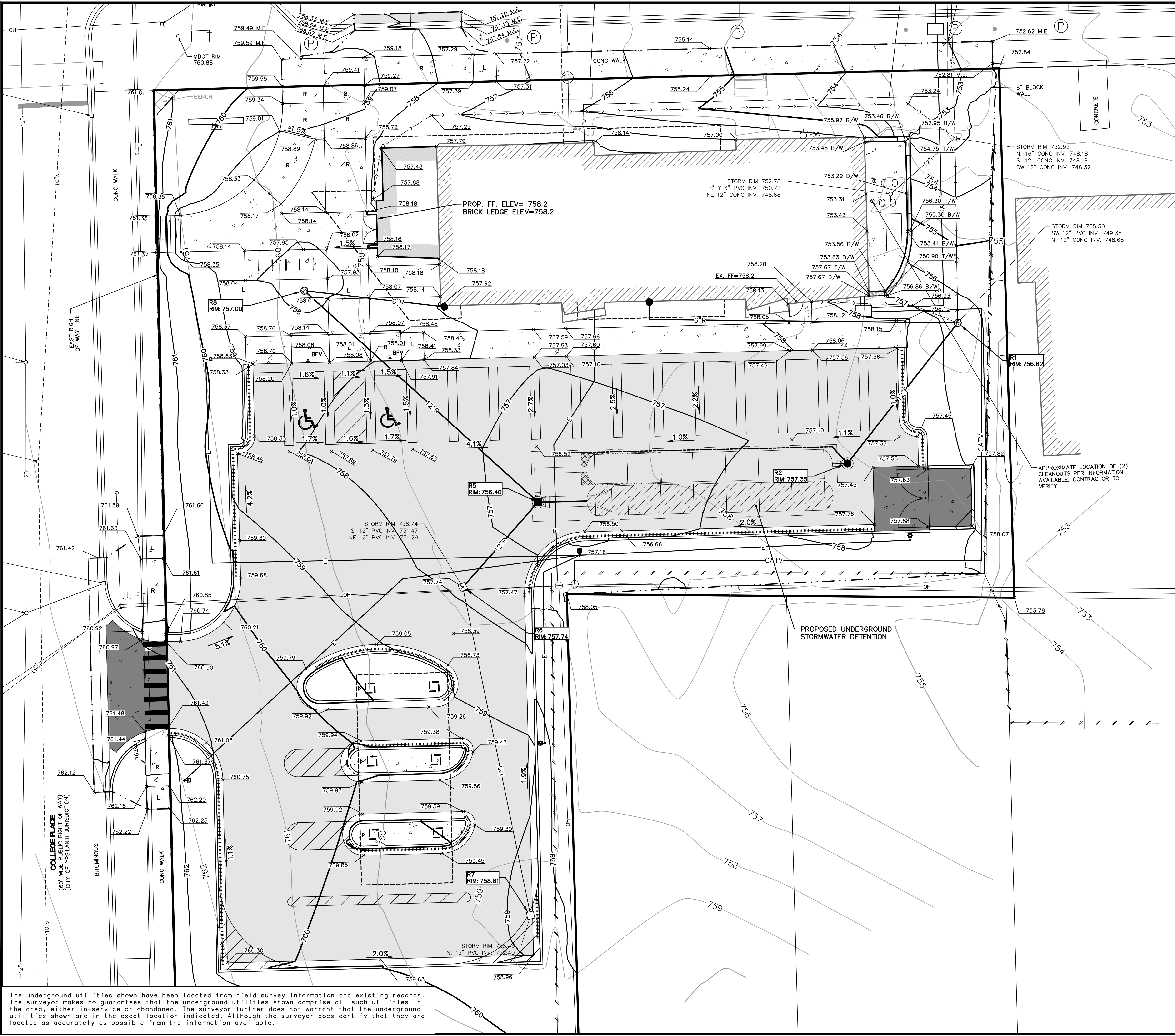
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EMU CREDIT UNION
PUD SITE PLAN AMENDMENT
DIMENSIONAL LAYOUT PLAN

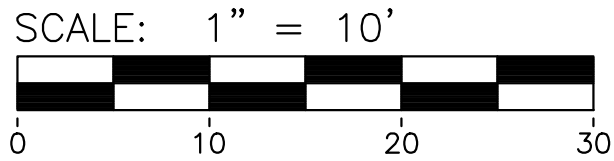
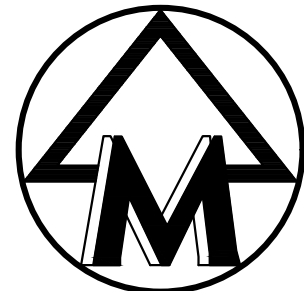
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JOB No. 22053 REVISIONS:	DATE: 3/25/2025	SHEET 1	OF 30
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LEGEND

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	
FF	FINISH FLOOR ELEVATION
GF	GARAGE FLOOR ELEVATION
BFF	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)

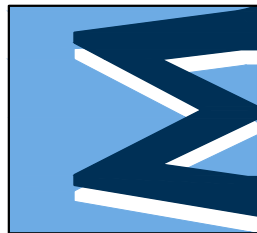
NOTES

- 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.

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PUD SITE PLAN AMENDMENT

DETAILED GRADING PLAN

22053

REVISIONS:

JOB NO.

DATE: 3/17/25

SHEET 05 OF 30

REV. DATE

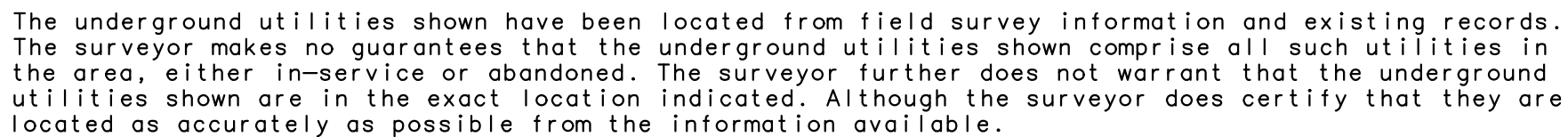
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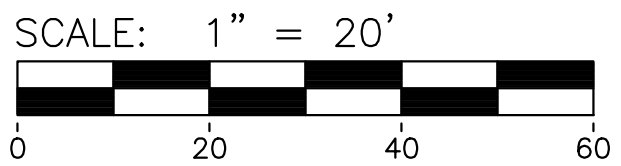
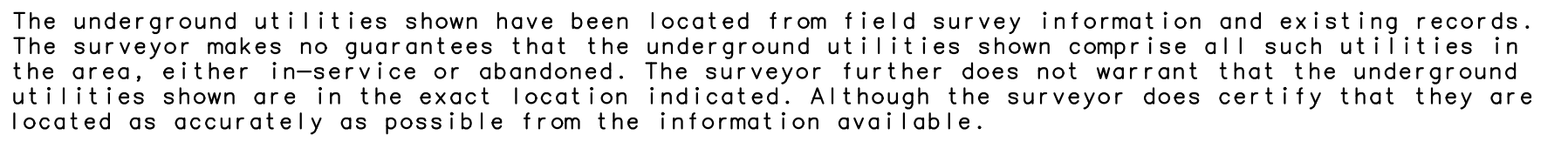
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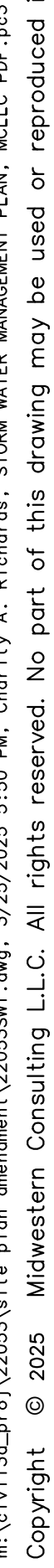


Page 55 of 215



LEGEND

⊖ U.P.	EXIST. UTILITY POLE
⊕ U.P.	EXIST. UTILITY POLE W/ TRANS.
⊖ GP	EXIST. GUY POLE
⊖	GUY WIRE
⊗	ELEC. TRANSFORMER
⊠	EXIST. AC UNIT
⊠	EXIST. GENERATOR
— OH —	EXIST. OVERHEAD UTILITY LINE
⊗	EXIST. LIGHT POLE
⊗	PROP. LIGHT POLE
⊗	PROP. BUILDING LIGHT
— t —	EXIST. TELEPHONE LINE
— T —	PROP. TELEPHONE LINE
— e —	EXIST. ELECTRIC LINE
— E —	PROP. ELECTRIC LINE
— g —	EXIST. GAS LINE
— G —	PROP. GAS LINE
— g — ⊗	EXIST. GAS VALVE
— f.o. —	EXIST. FIBER OPTIC LINE
— F.O. —	PROP. FIBER OPTIC LINE
— w —	EXIST. WATER MAIN
— W —	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
— x —	EXIST. CURB STOP & BOX
— x —	PROP. CURB STOP & BOX
— ▷ —	REDUCER
⊖	EXIST. BLOW-OFF
⊕	PROP. BLOW-OFF
⊕ I.V.	POST INDICATOR VALVE
⊕ I.V.	POST INDICATOR VALVE
— ▷ —	THRUST BLOCK
⊕	EXIST. FIRE DEPARTMENT CONNECTION
⊕	PROP. FIRE DEPARTMENT CONNECTION
⊕ KB	PROP. KNOXBOX
— r — ⊕	EXIST. STORM SEWER
— R —	PROP. STORM SEWER
— □ —	EXIST. CATCH BASIN OR INLET
— □ —	PROP. CATCH BASIN OR INLET
— ○ —	EXIST. BEEHIVE INLET
— ○ —	PROP. BEEHIVE INLET
— RD —	PROP. ROOF DRAIN
—) —	END SECTION
—) —	HEAD WALL
— —	CULVERT
⊕ ds	EXIST. DOWNSPOUT
⊕ ds	PROP. DOWNSPOUT
— s — ⊕	EXIST. SANITARY SEWER
— S — ⊕	PROP. SANITARY SEWER
⊕	EXIST. CLEANOUT
⊕	PROP. CLEANOUT
⊕	TELEPHONE RISER
⊕ catv	CABLE TELEVISION RISER
⊕ s	ELECTRIC METER
⊕ w	WATER METER
⊕ scb	SPRINKLER CONTROL BOX
⊕ g	GAS METER
⊕ gm	GAS LINE MARKER
⊕ fiber	FIBER OPTIC MARKER
⊕ pd	PEDESTRIAN CROSSING SIGNAL
⊕ scb	TRAFFIC SIGNAL CONTROL BOX
⊕	WELL
⊕	EXIST. SPRINKLER HEAD
⊕ gfc	EXIST. GAS FILLER CAP
⊕ vcs	EXIST. VEHICLE CHARGING STATION
⊕ vcs	PROP. VEHICLE CHARGING STATION



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 18,905 SF (-0.43 AC). CITY STANDARDS FOR STORM WATER MANAGEMENT REQUIRE DETENTION TO BE PROVIDED FOR ALL IMPERVIOUS SURFACES. THE PROJECT AIMS TO ACHIEVE 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 SIZED TO CAPTURE AND DETAIN VOLUME EQUAL TO 1 INCH OF RAINFALL OVER THE ENTIRE SITE. SUCH VOLUME WILL BE STORED IN THE DETENTION SYSTEM PRIOR TO 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 TO CAPTURE RUNOFF FROM THE ROOF FOR THE BUILDING ADDITION.

ALTHOUGH THE DETENTION SYSTEM WILL BE SIZED TO ACCOMMODATE 1 INCH OF RUNOFF ACROSS THE ENTIRE SITE, THE ACTUAL TRIBUTARY AREA WILL BE SLIGHTLY LESS AS SOME AREAS WILL HAVE EXISTING DRAINAGE PATTERNS MAINTAINED WHICH RELEASE FREELY TOWARD THE EXISTING DRAINAGE STRUCTURES AND OUT TO THE CITY STORM SEWER UNDETAINED.

AN OUTLET CONDUIT STRUCTURE WILL BE INCLUDED WITH ORIFICE DESIGNED TO DETAIN THE FIRST FLUSH VOLUME (PER THE ACTUAL TRIBUTARY AREA) BETWEEN 24-36 HOURS. A WEIR WALL WILL BE INCLUDED IN THE OUTLET CONDUIT STRUCTURE WHICH WILL HAVE AN ORIFICE DESIGNED TO DETAIN THE FIRST FLUSH VOLUME. THE STORAGE ELEVATION OF THE DETENTION SYSTEM, THE DRAWDOWN TIME FOR THE MAXIMUM STORAGE VOLUME WILL BE LESS THAN 72 HOURS AS IS STANDARD FOR SYSTEMS DESIGNED PER WASHNETAW COUNTY RULES & REGULATIONS. FOR ANY STORM EVENTS RESULTING IN RUNOFF VOLUMES EXCEEDING THE MAXIMUM STORAGE CAPACITY OF THE DETENTION SYSTEM, THERE WILL BE OVERFLOW THE WEIR WALL AND CONTINUE ITS ULTIMATE DISCHARGE ROUTE INTO THE CITY STORM SEWER SYSTEM.

EXISTING TOTAL IMPERVIOUS AREA = 23,793 SF
PROPOSED TOTAL IMPERVIOUS AREA = 18,905 SF

THEREFORE ON-SITE DETENTION IS NOT REQUIRED.

TOTAL SITE AREA = 29,915 SF
1 INCH OF RAINFALL = 0.083 FT
 $0.083 \text{ FT} \times 29,915 \text{ SF} = 2,493 \text{ CF}$

PROPOSED DETENTION SYSTEM TO INCLUDE 2,634 CF
OF STORAGE CAPACITY



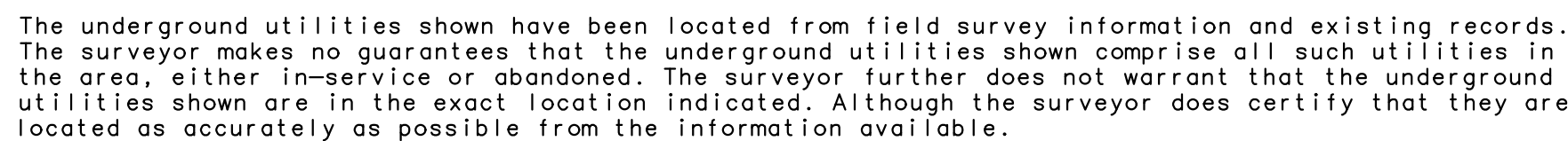
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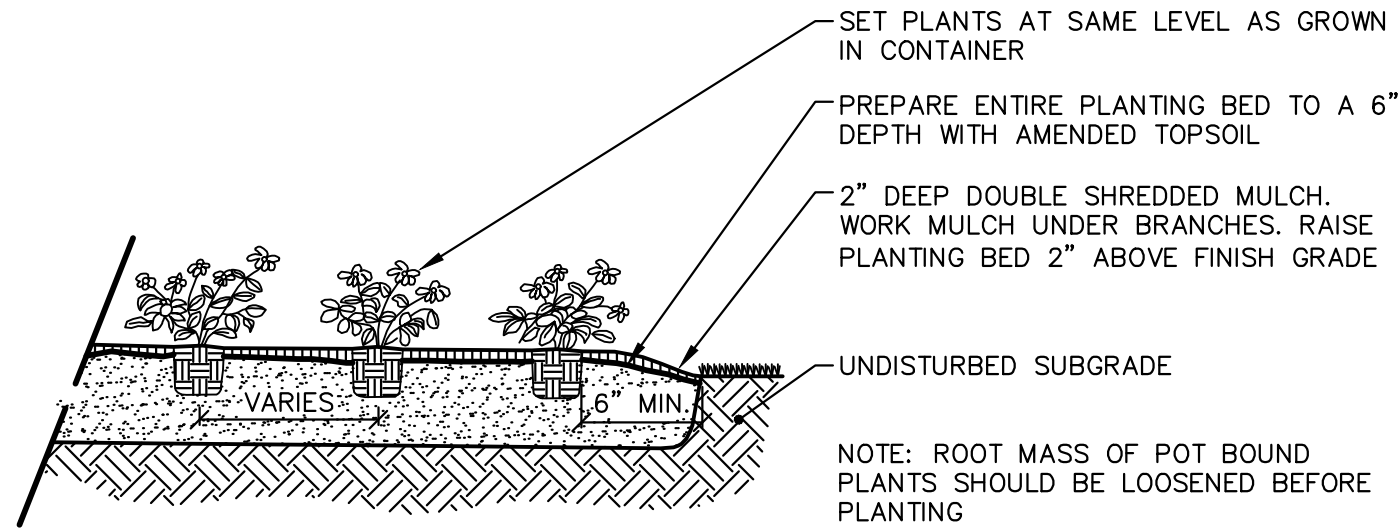
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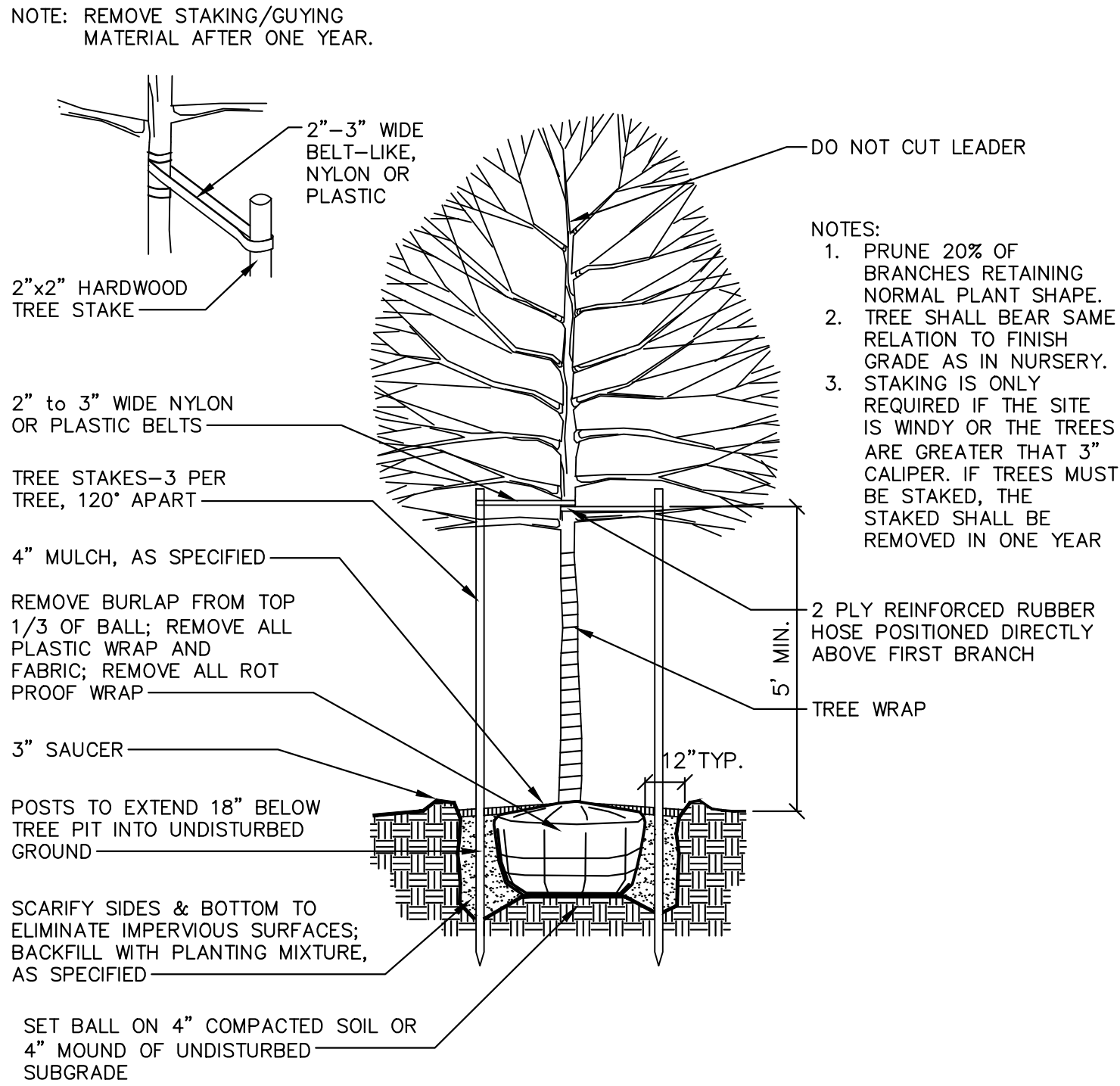


Street Trees							
3	AR	Acer rubrum 'Autumn Blaze'	Autumn Blaze Red Maple	2.5" cal	B&B	20' o.c.	
4	AG	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	2.5" cal	B&B	As Shown	
5	PG	Picea glauca densata	Black Hills Spruce	7" ht	B&B	15' o.c.	Full
4	ZS	Zelkova serrata	Japanese Zelkova	2.5" cal	B&B	As Shown	
Parking Island Trees							
2	QR	Quercus robur 'Kindred Spirit'	Kindred Spirit English Oak	2.5" cal	B&B	As Shown	
Parking ROW Screening							
4	BG	Buxus x 'Glencoe'	Chicagoland Green Boxwood	24" ht	Cont.		
10	IC	Ilex crenata 'Adorned'	Touch of Gold Holly	24" ht	Cont.		
12	TM	Taxus x media 'Fairview'	Fairview Yew	24" ht	B&B	4-5' o.c.	
Foundation Landscaping/Site Landscaping							
18	BG	Buxus x 'Glencoe'	Chicagoland Green Boxwood	24" ht	Cont.	3' o.c.	
13	PA	Pennisetum alopecuroides 'Hameln'	Hameln Fountain Grass	18" ht	Cont.	36" o.c.	
15	JS	Juniperus sabina 'Monard'	Moor-Dense Juniper	18" wd	Cont.	4' o.c.	
25	TM	Taxus x media 'Fairview'	Fairview Yew	24" ht	B&B	4-5' o.c.	

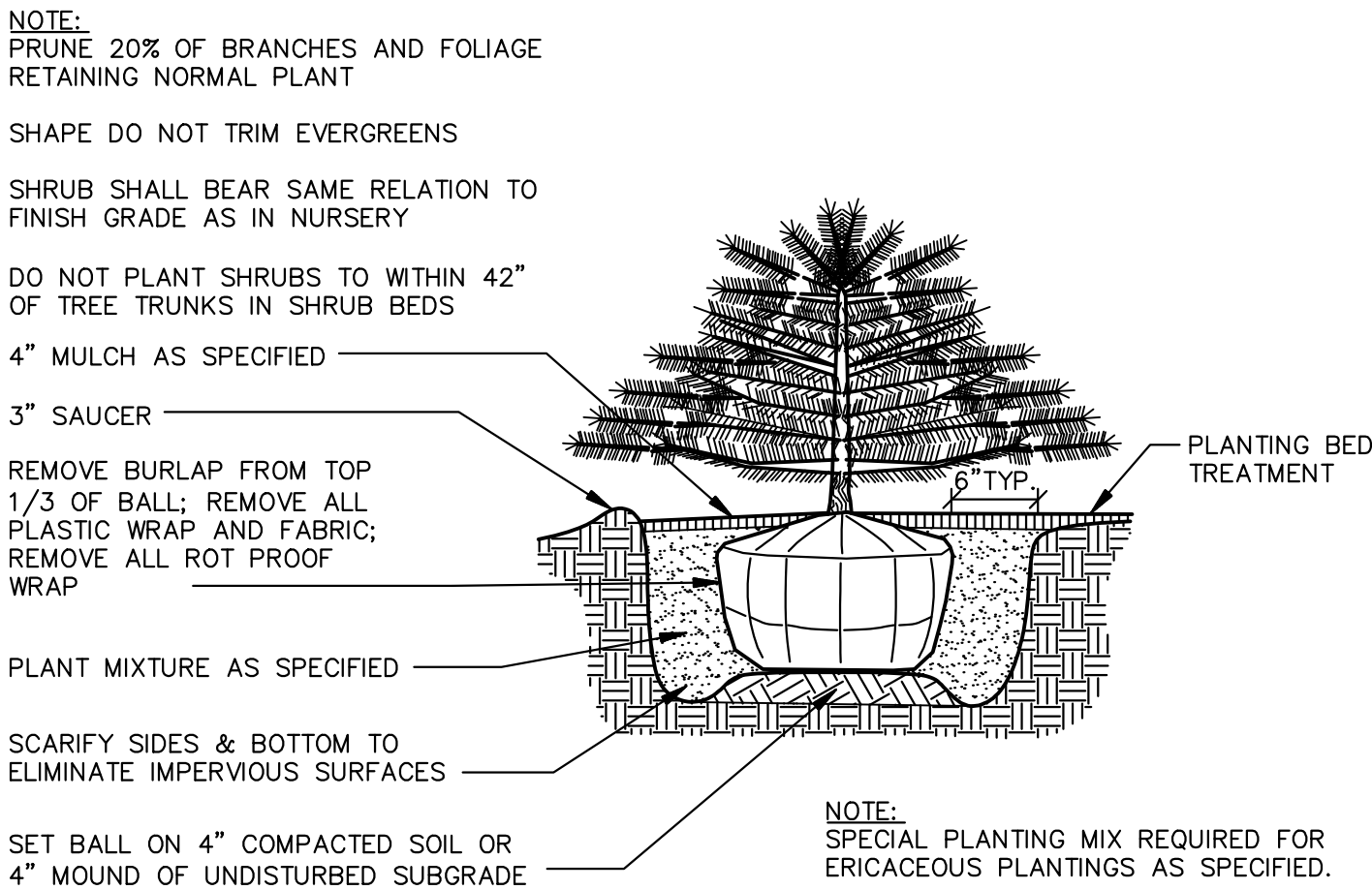
m:\civil\134\proj\22053\site plan amendment\22053LP1.dwg, 3/25/2025 5:50 PM, Charly A. Richards, LANDSCAPE DETAILS, MCLC PDF ps3
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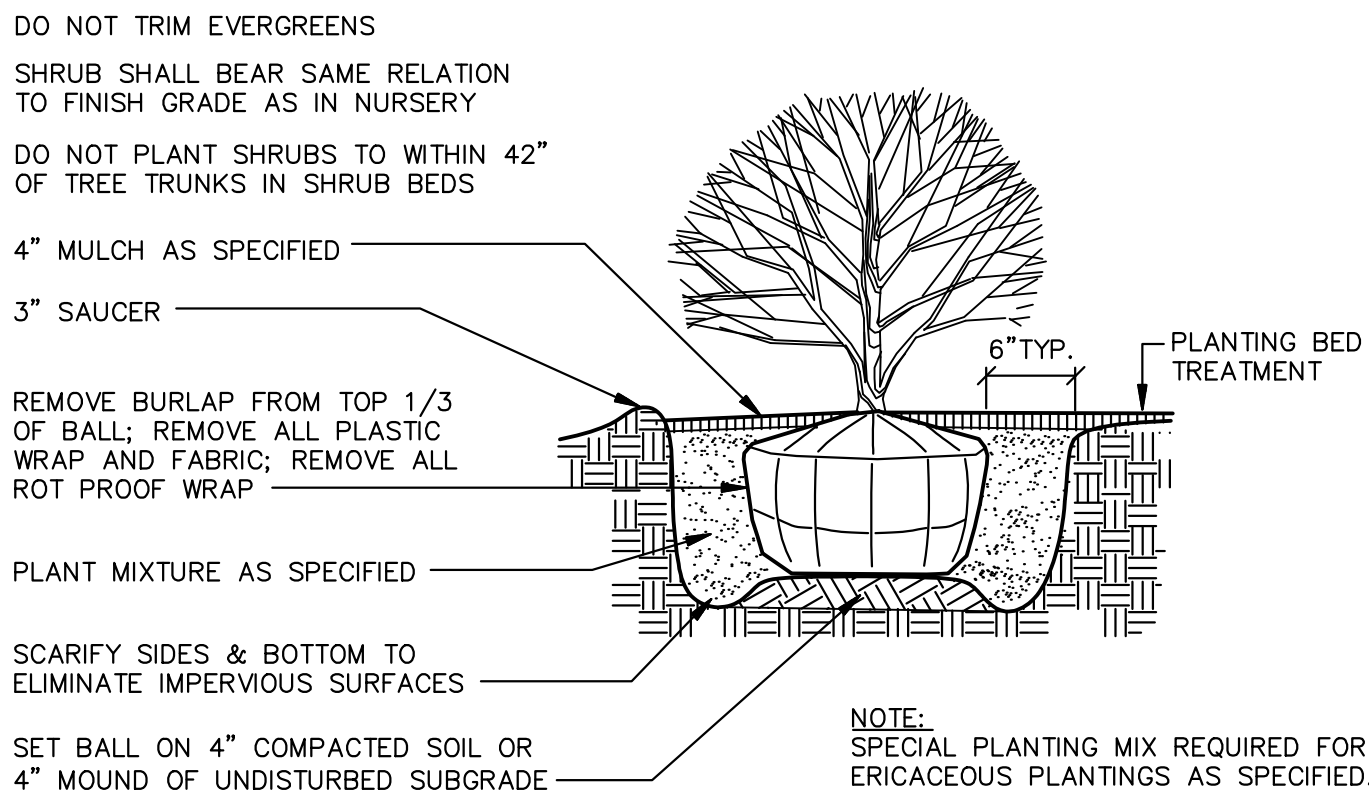
ANNUAL AND PERENNIAL PLANTING
SCALE: NTS



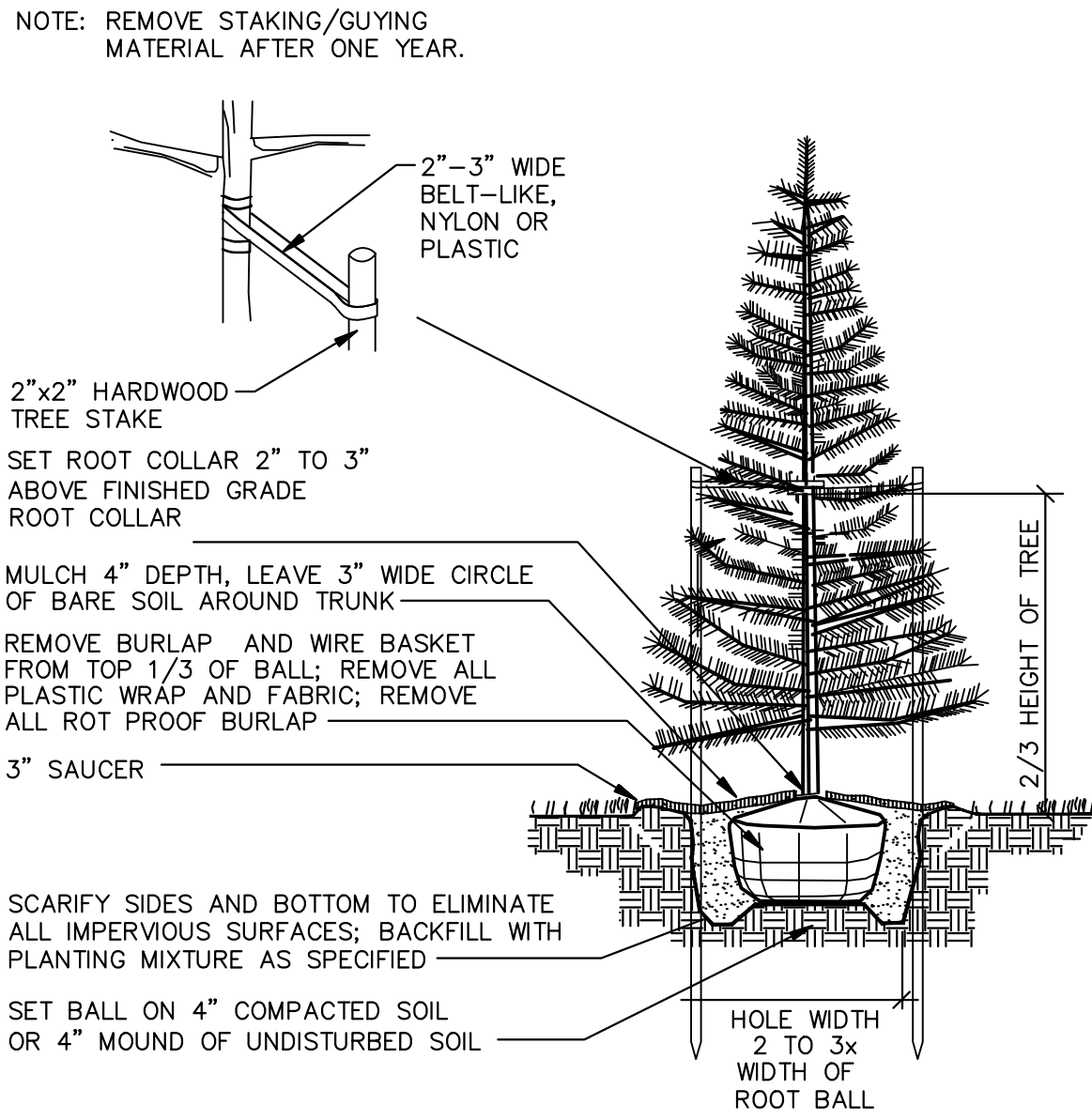
DECIDUOUS TREE PLANTING DETAIL
SCALE: NTS



EVERGREEN SHRUB PLANTING DETAIL
NOT TO SCALE



SHRUB PLANTING DETAIL
NOT TO SCALE



EVERGREEN TREE PLANTING DETAIL
NOT TO SCALE

LANDSCAPE NOTES

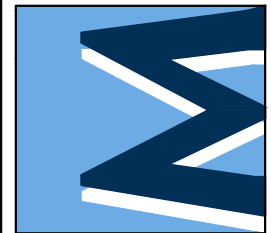
- For any plant quantity discrepancies between the plan view and the plant schedules, the plant schedule shall take precedence.
- Plant materials shall be selected and installed in accordance with standards established by the City of Ypsilanti and in accordance with proper installment and establishment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

18. Planting Soil: Existing, in-place or stockpiled topsoil. Supplement with imported topsoil as needed. Verify suitability of existing surface soil to produce viable planting soil. Final approval of soil composition shall be provided by the landscape contractor. Remove stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth. Mix surface soil with the following soil amendments to produce planting soil:
- Ratio of Loose Compost to Topsoil by Volume: 1:4.
 - Weight of Lime per 1000 Sq. Ft.: Amend with lime only on recommendation of soil test to adjust soil pH.
 - Weight of Sulfur or Aluminum Sulfate per 1,000 Sq. Ft.: Amend with sulfur or aluminum sulfate only on recommendation of soil test to adjust soil pH.
 - Volume of Sand: Amend with sand only on recommendation of Landscape Architect to adjust soil texture.
 - Weight of Slow-Release Fertilizer per 1,000 Sq. Ft.: Amend with fertilizer only on recommendation of soil test to adjust soil fertility.

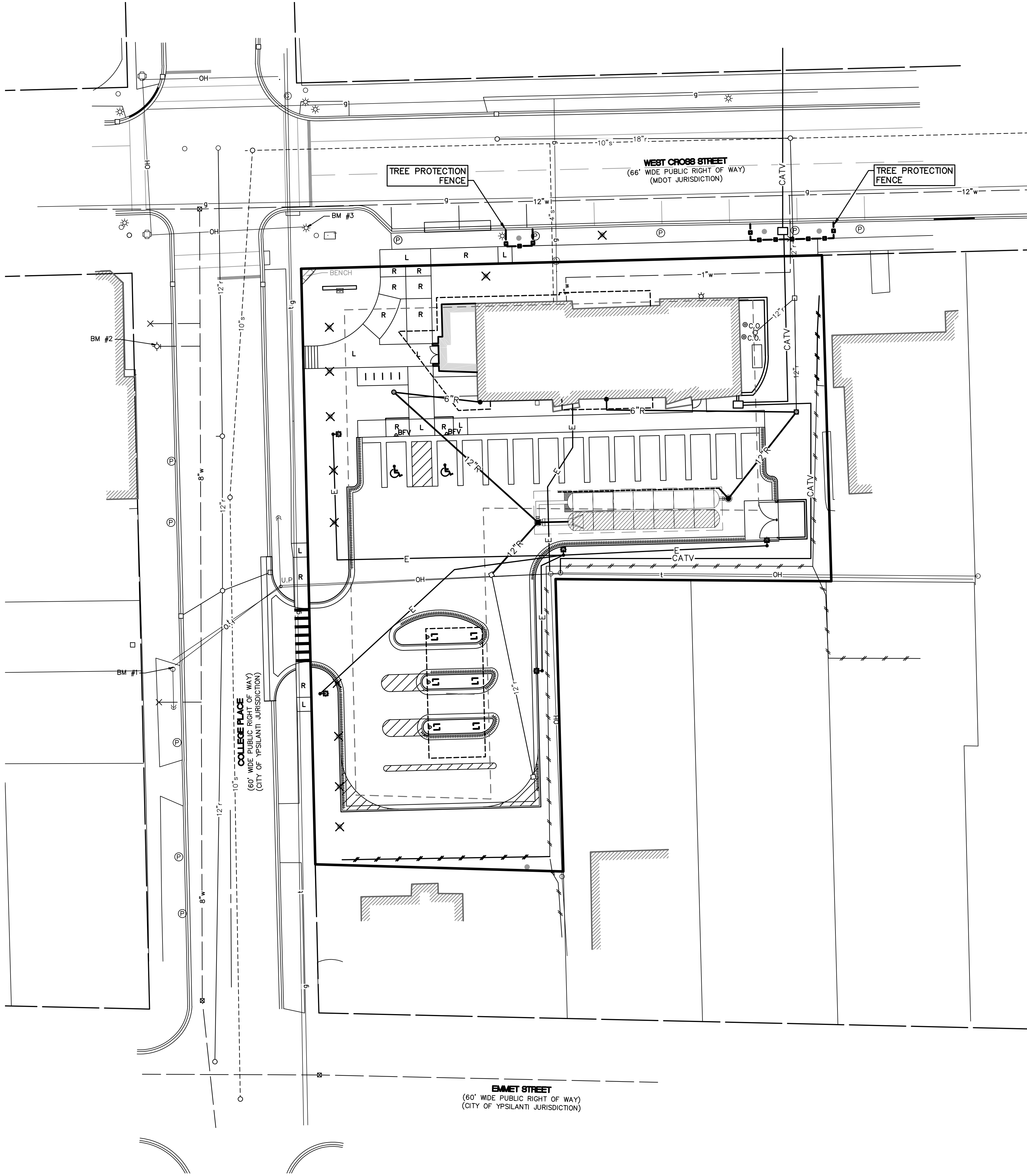
Maintenance:

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

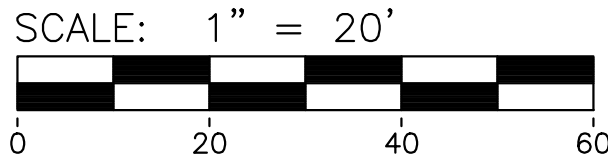
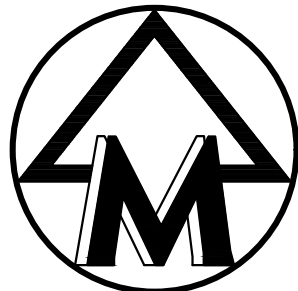
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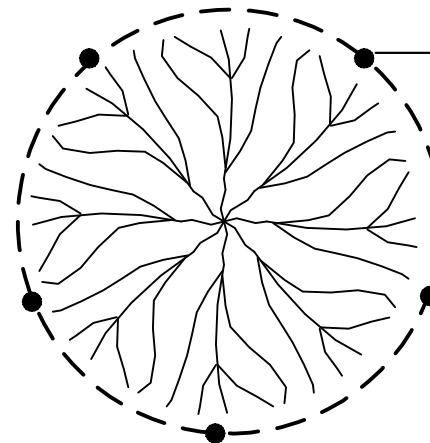
TREE PROTECTION LEGEND

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

NOTES:

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

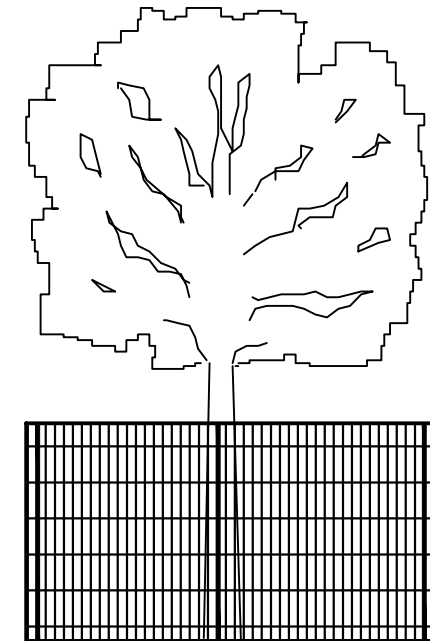
PLAN



STANDARD STEEL OR WOODEN FENCE POST, POST AT 10' O.C. (MAX)

STANDARD 48" HIGH SNOW FENCE OR ORANGE PLASTIC FENCE

ELEVATION



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

TREE PROTECTION DETAIL

NOT TO SCALE

54t

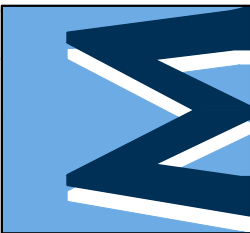
CLIENT
HOBBS & BLACK ARCHITECTS
100 N. STATE STREET
ANN ARBOR, MI 48104
THOM PHILLIPS

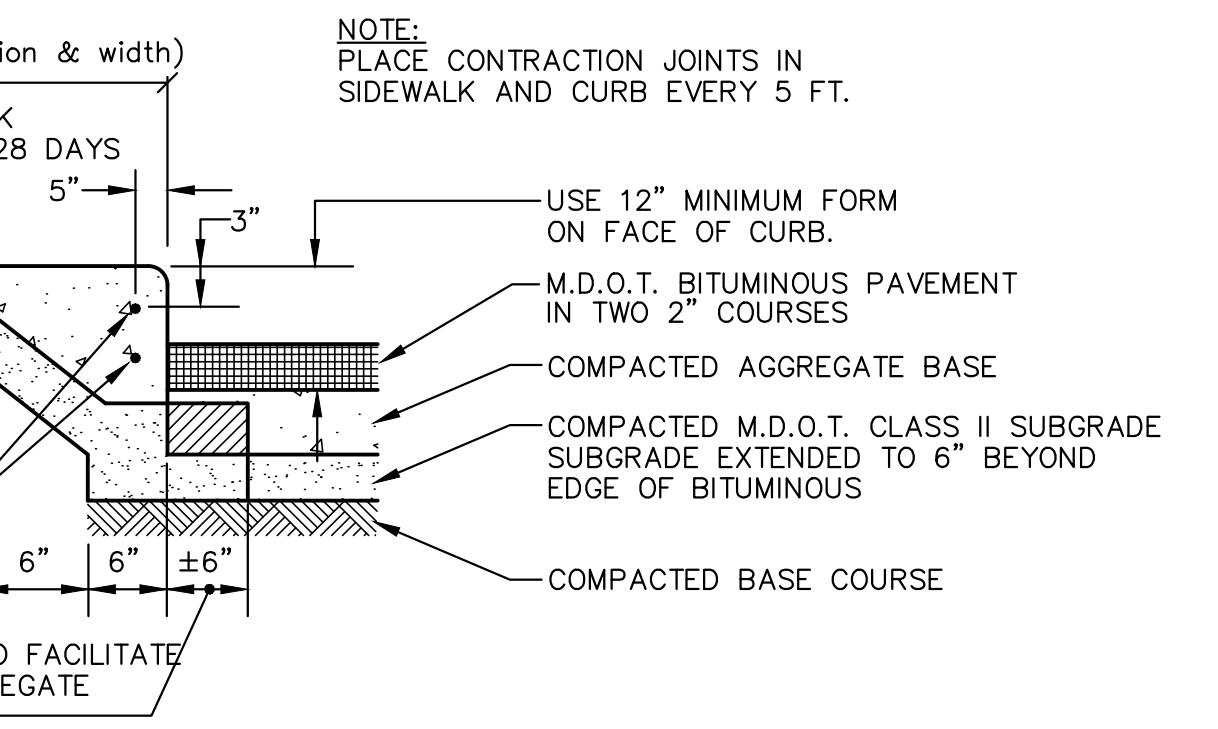
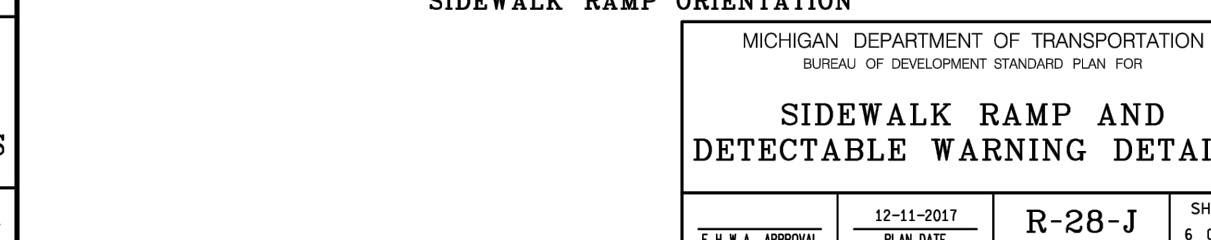
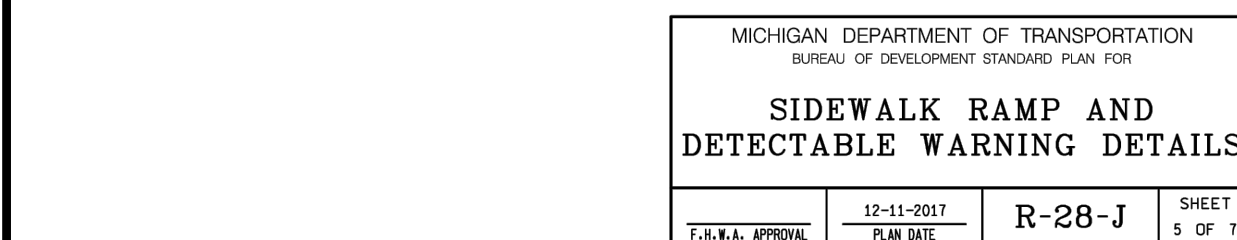
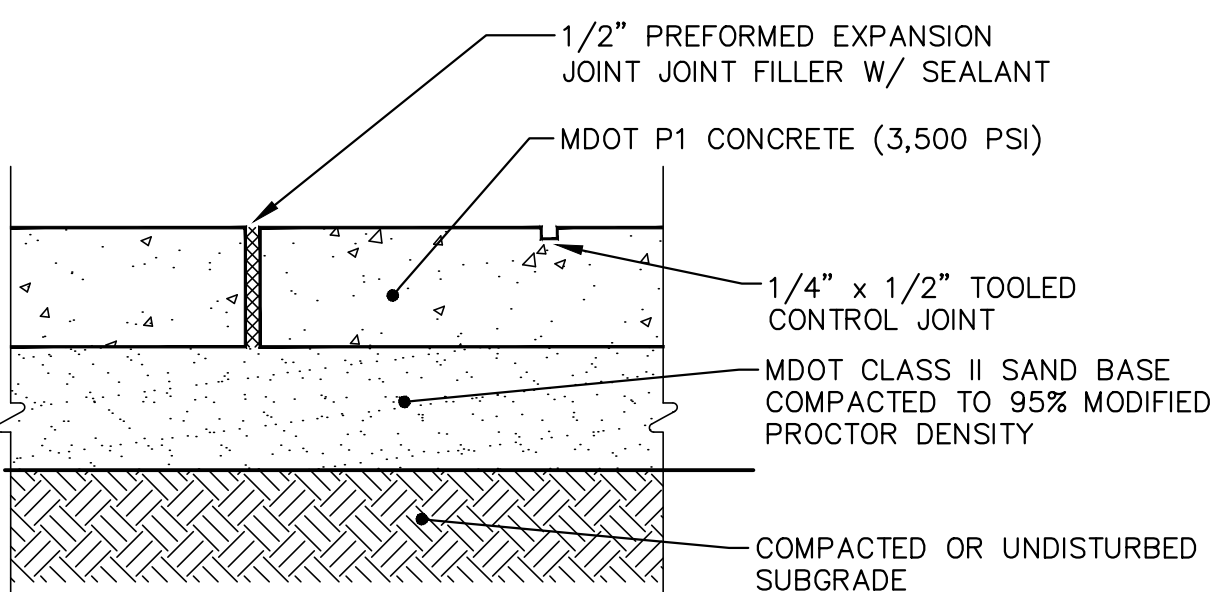
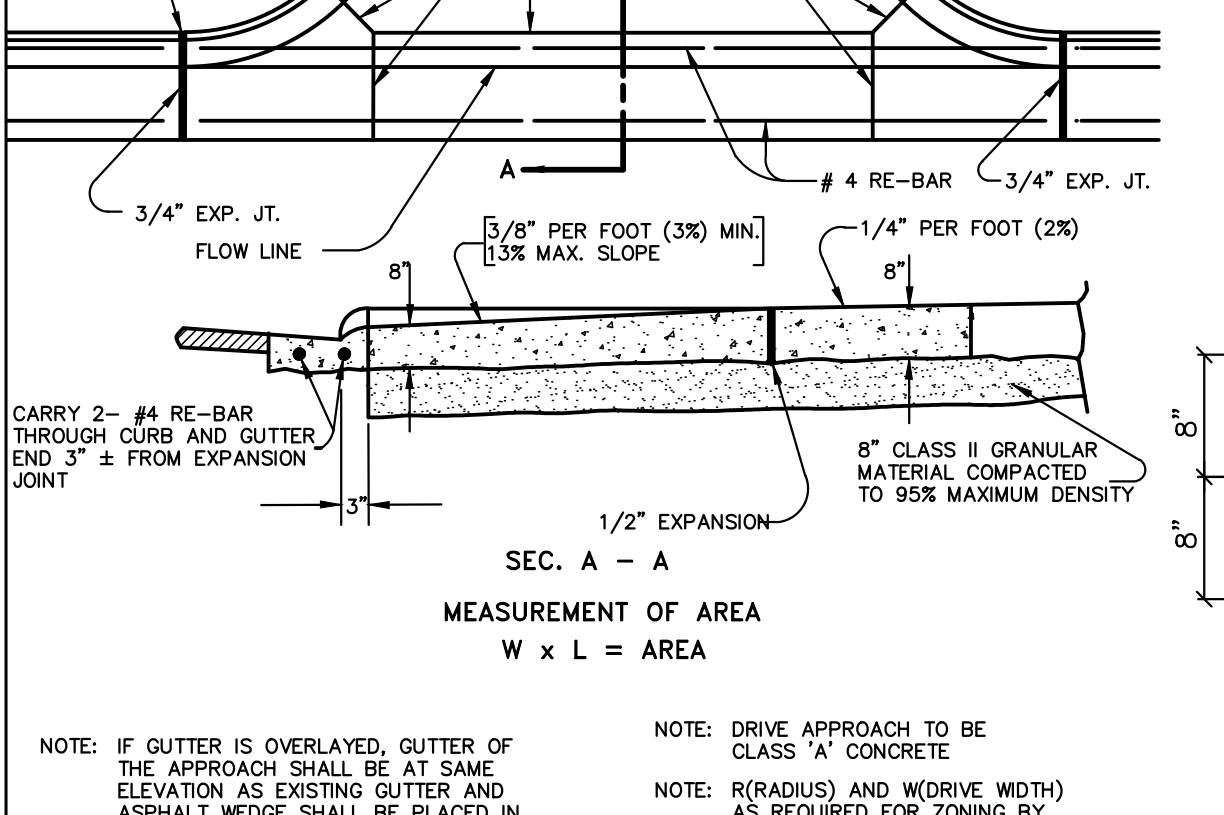
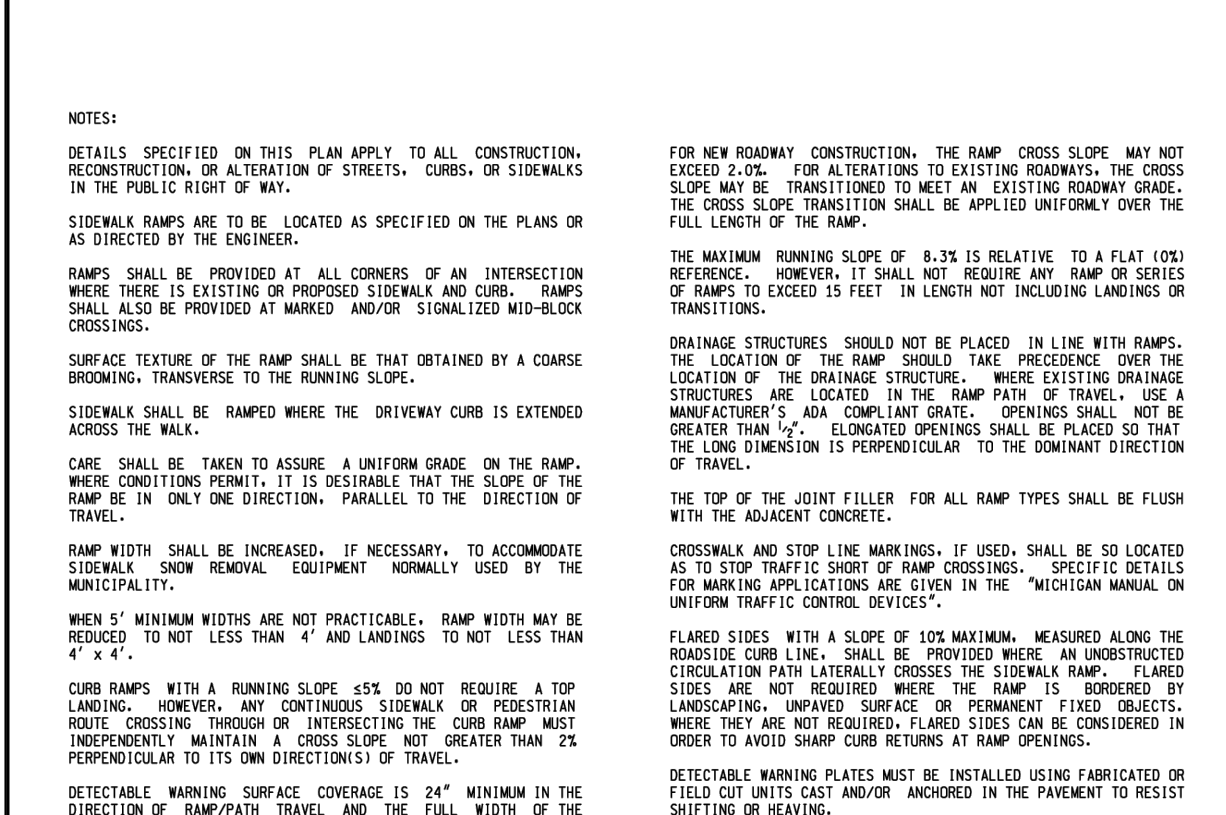
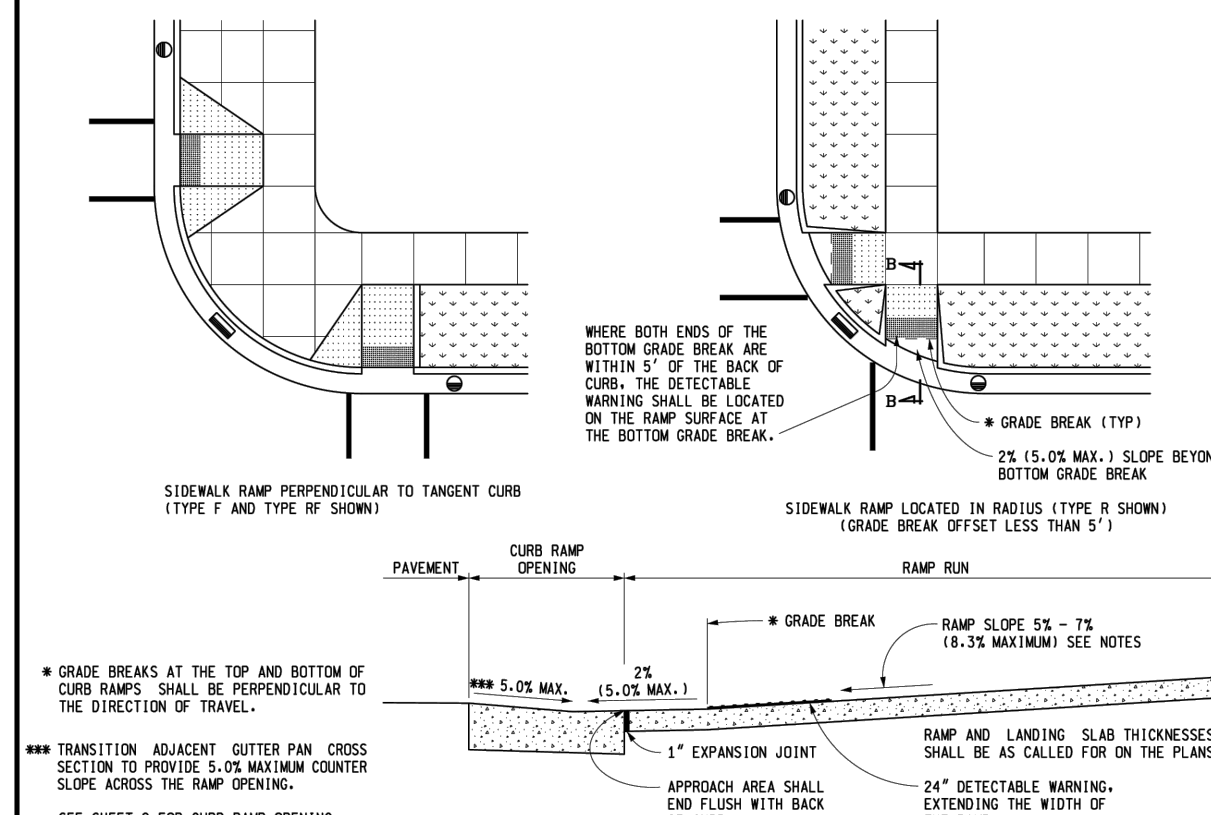
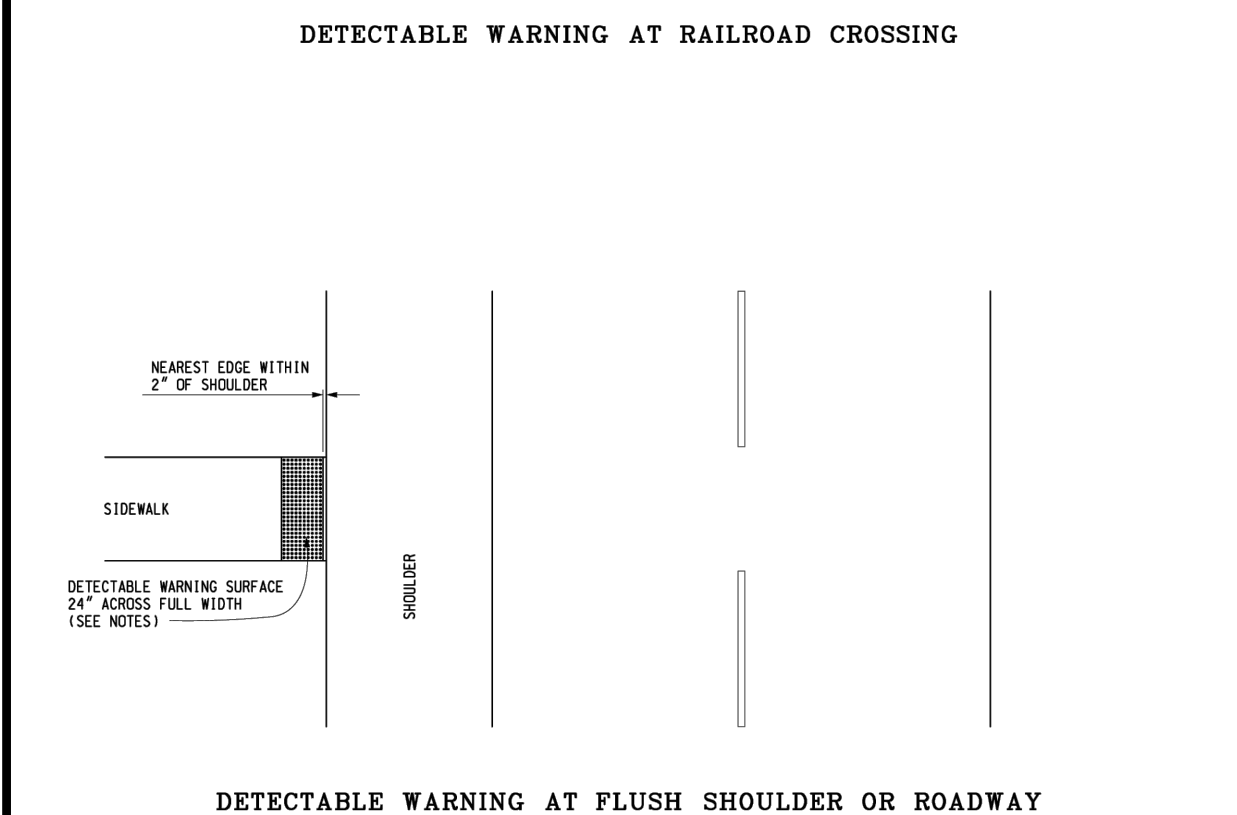
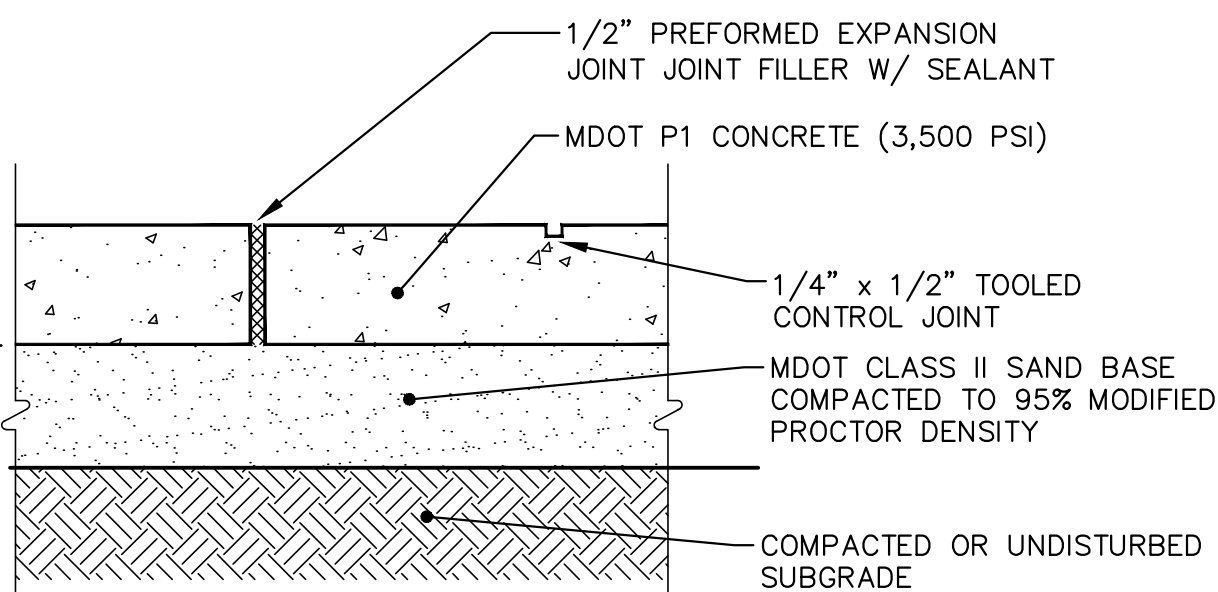
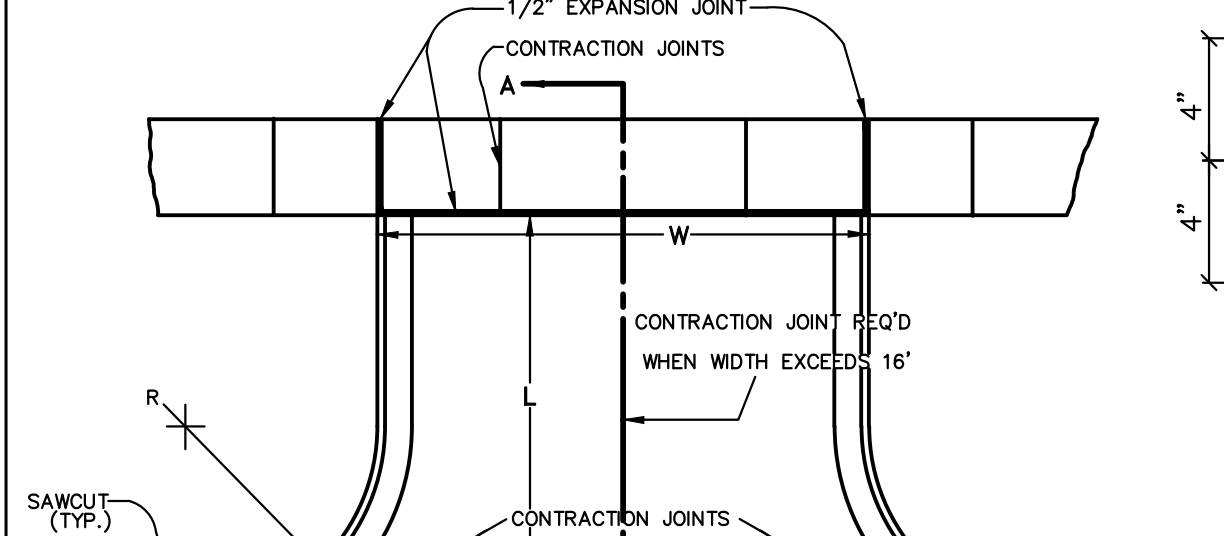
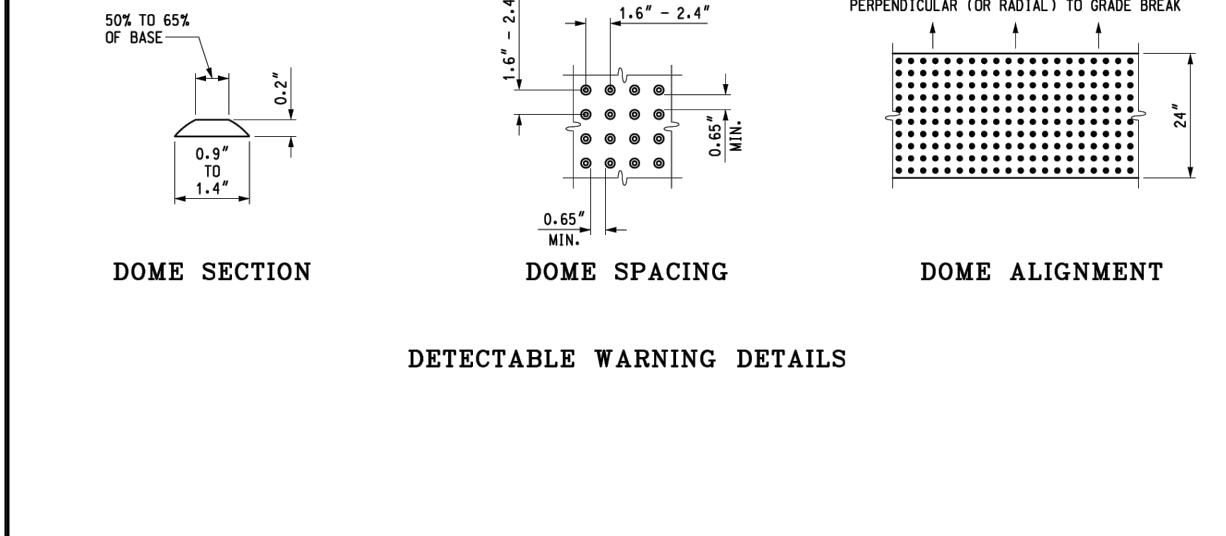
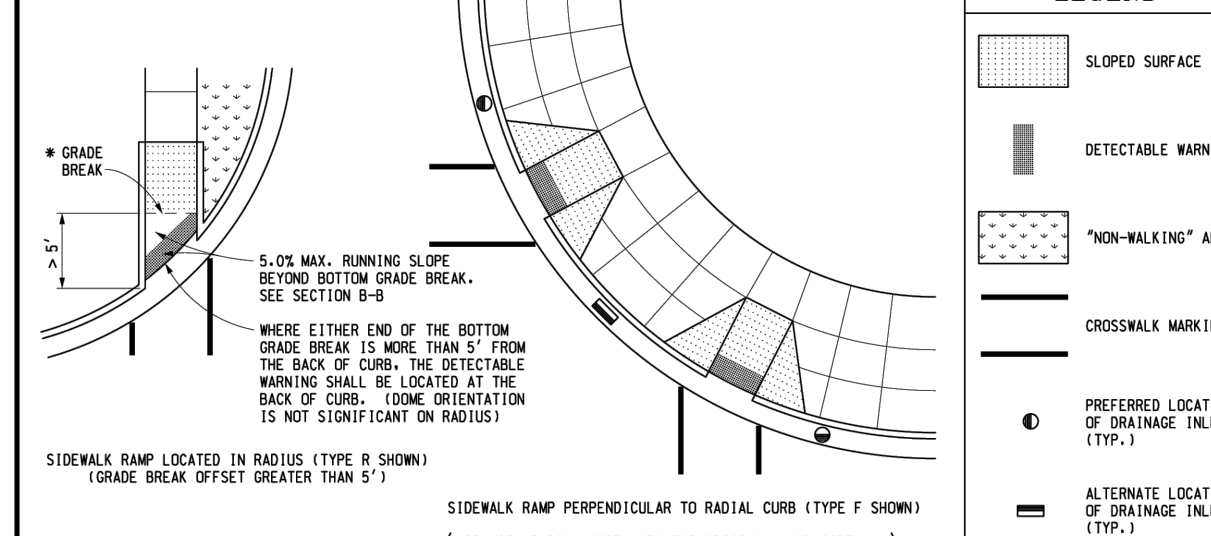
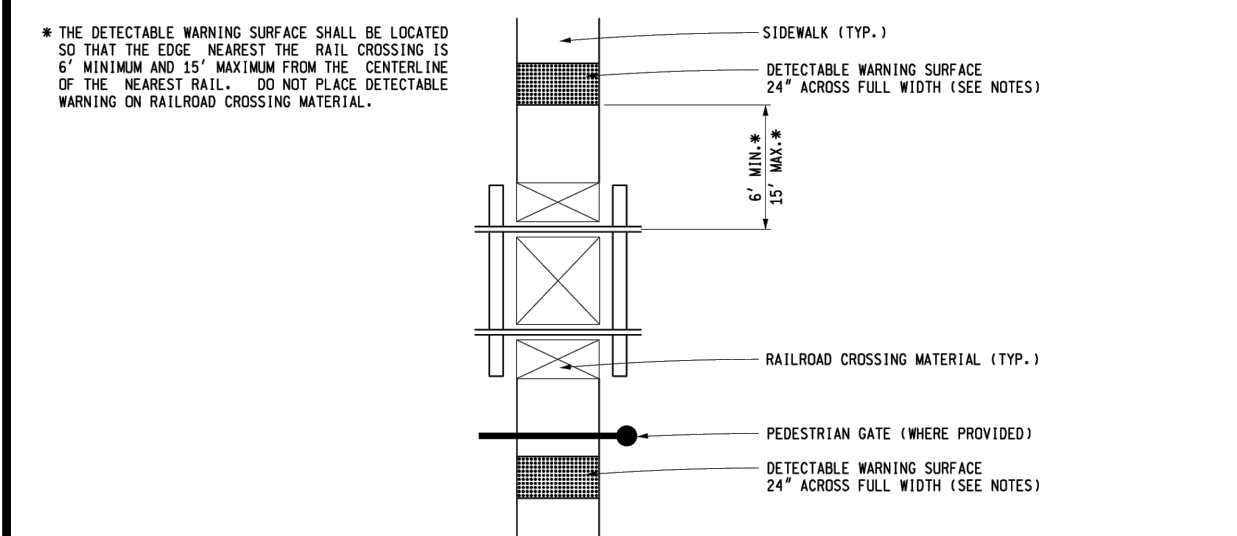
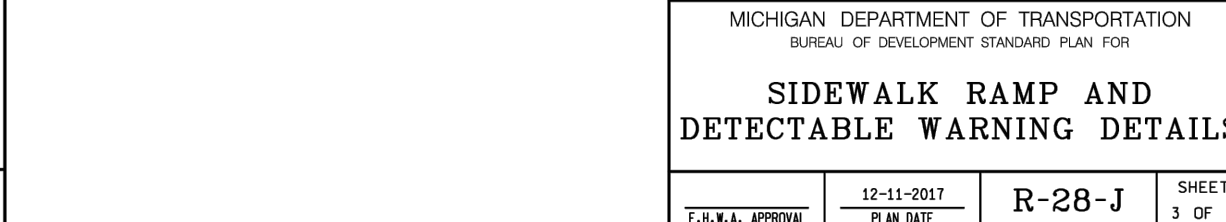
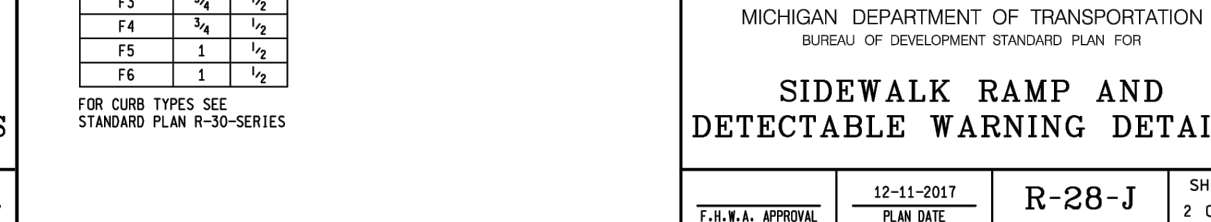
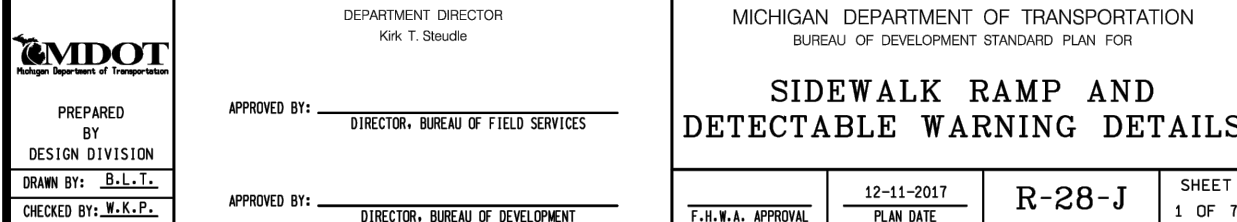
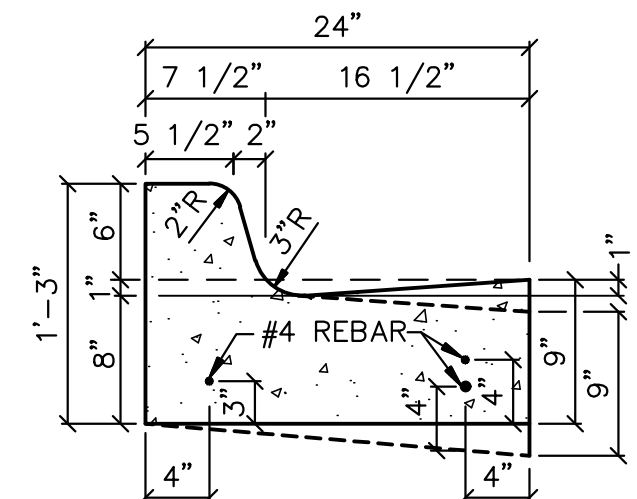
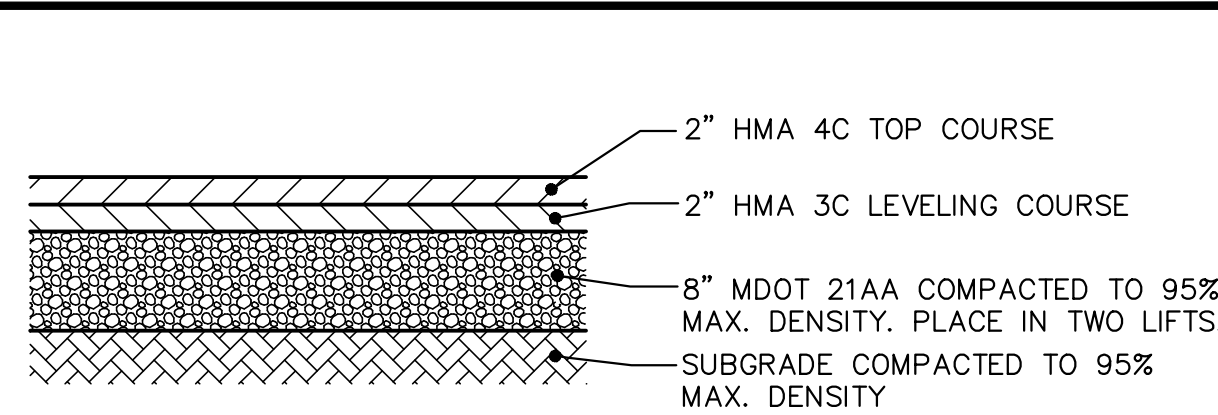
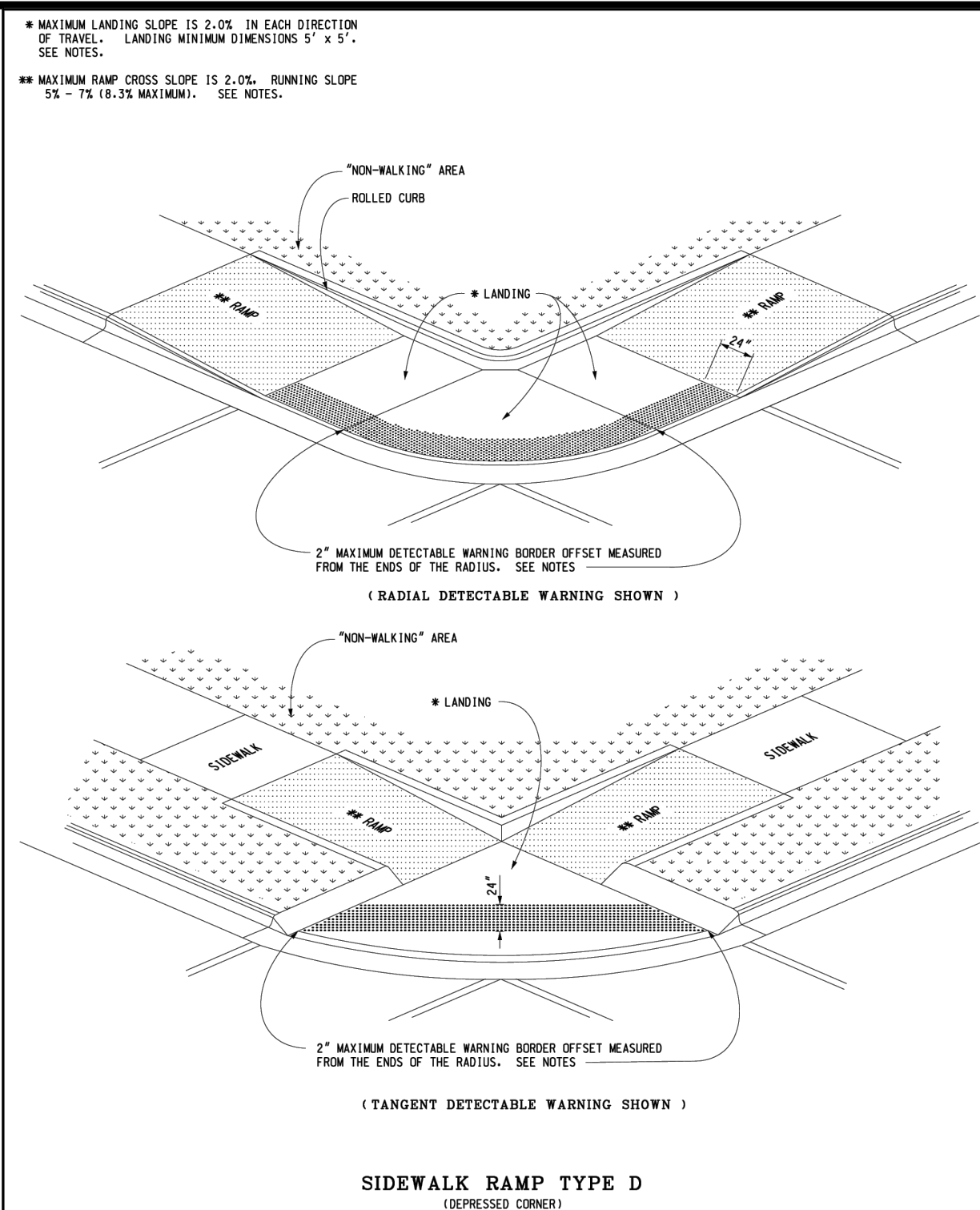
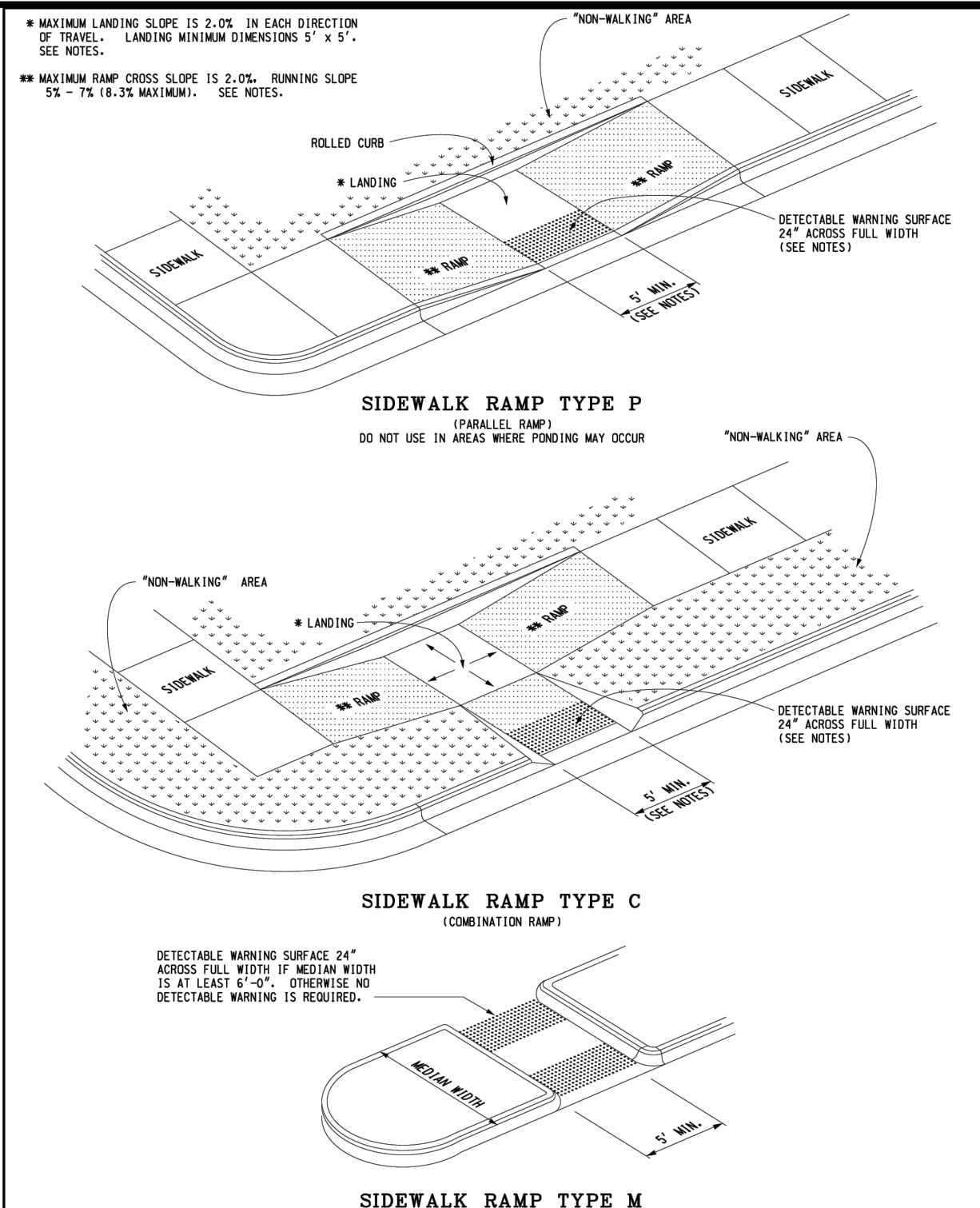
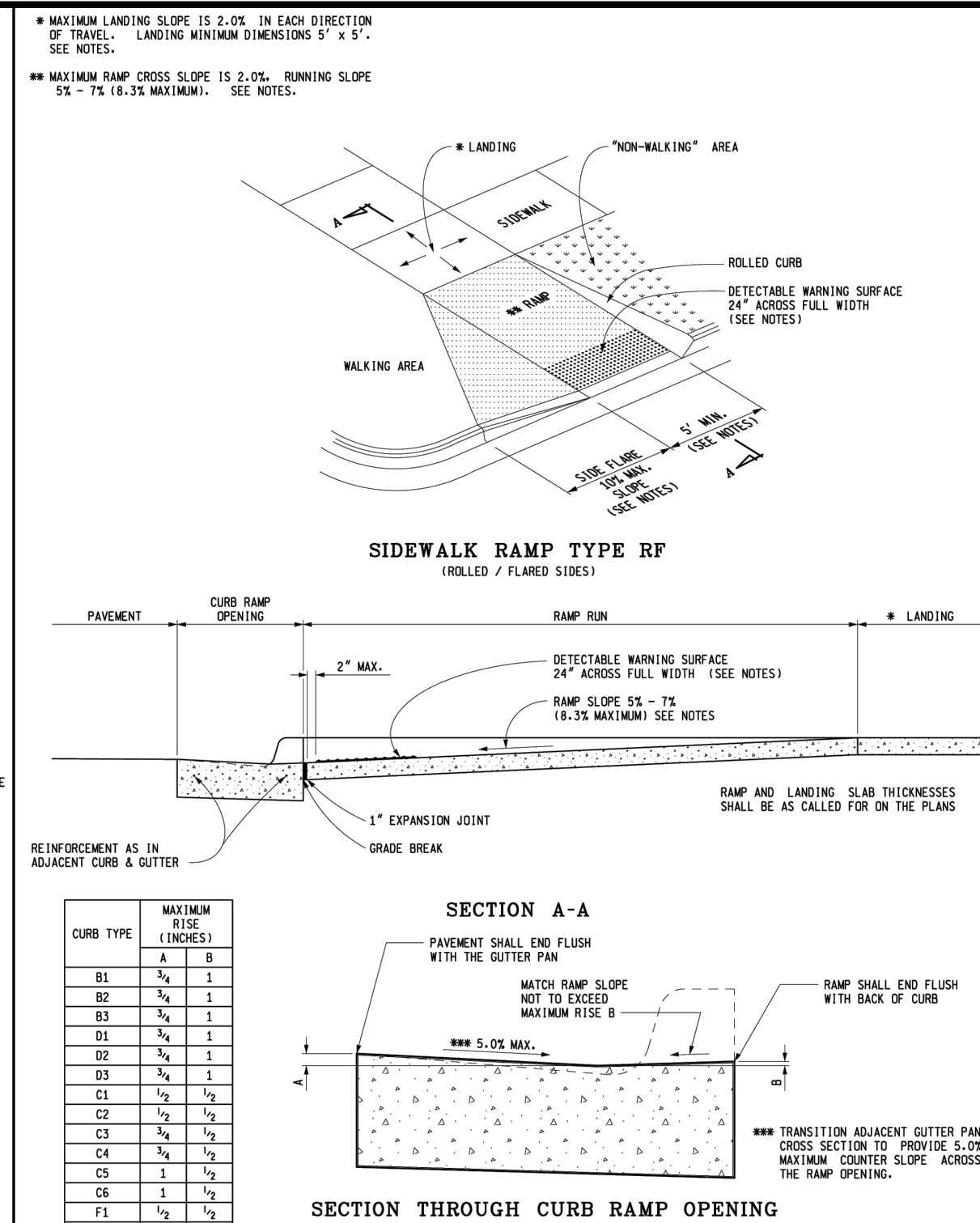
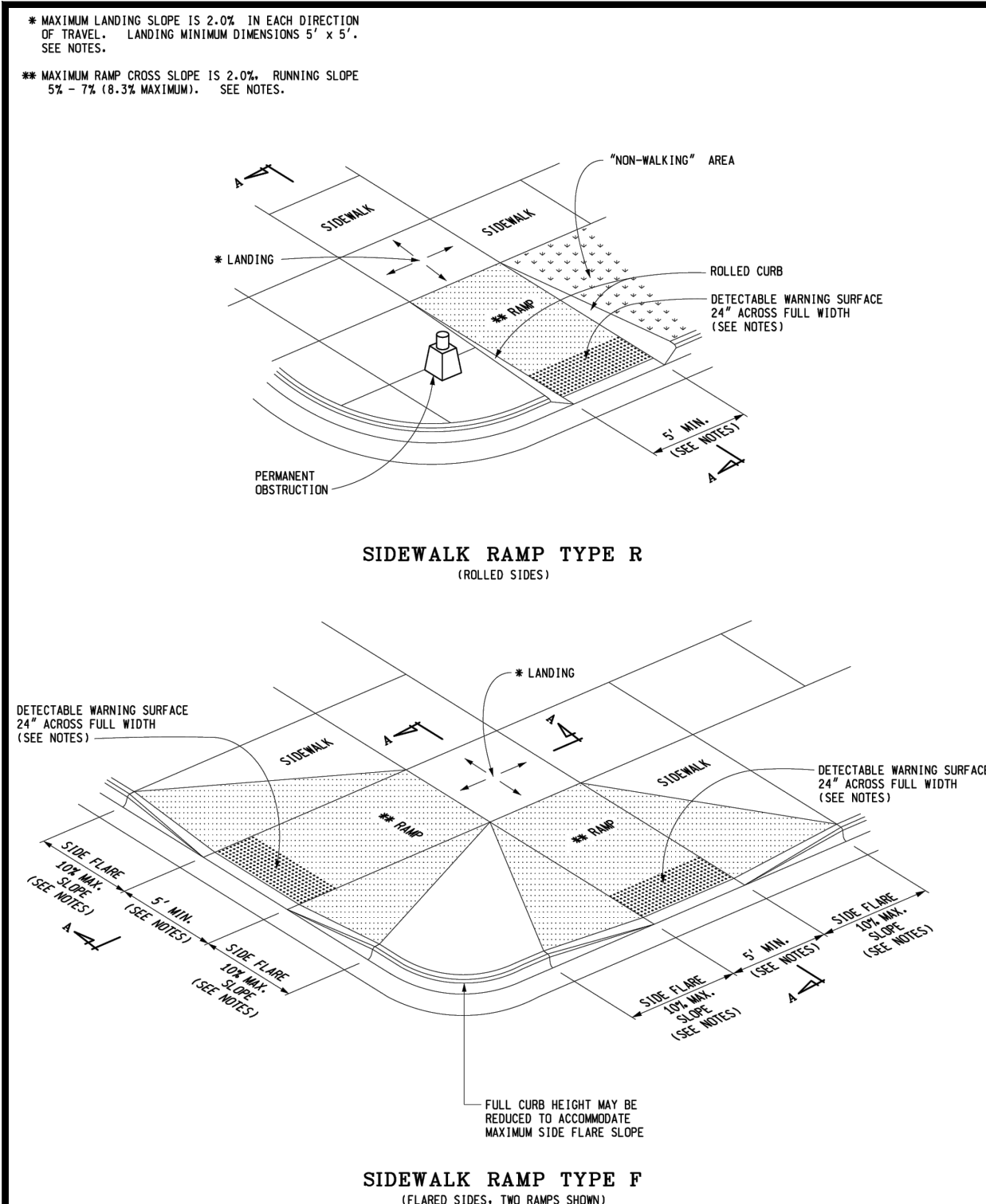
EMU CREDIT UNION
PUD SITE PLAN AMENDMENT
TREE PROTECTION PLAN

11

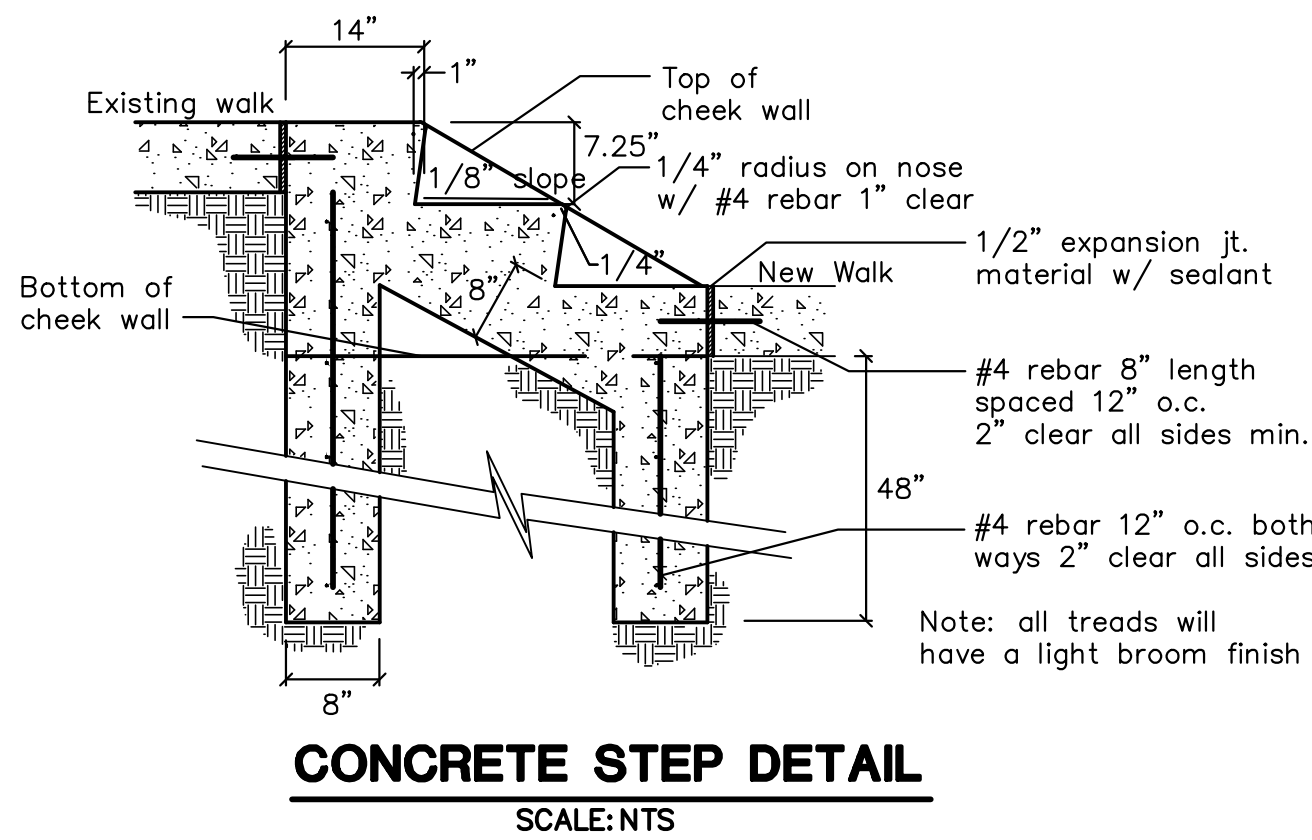
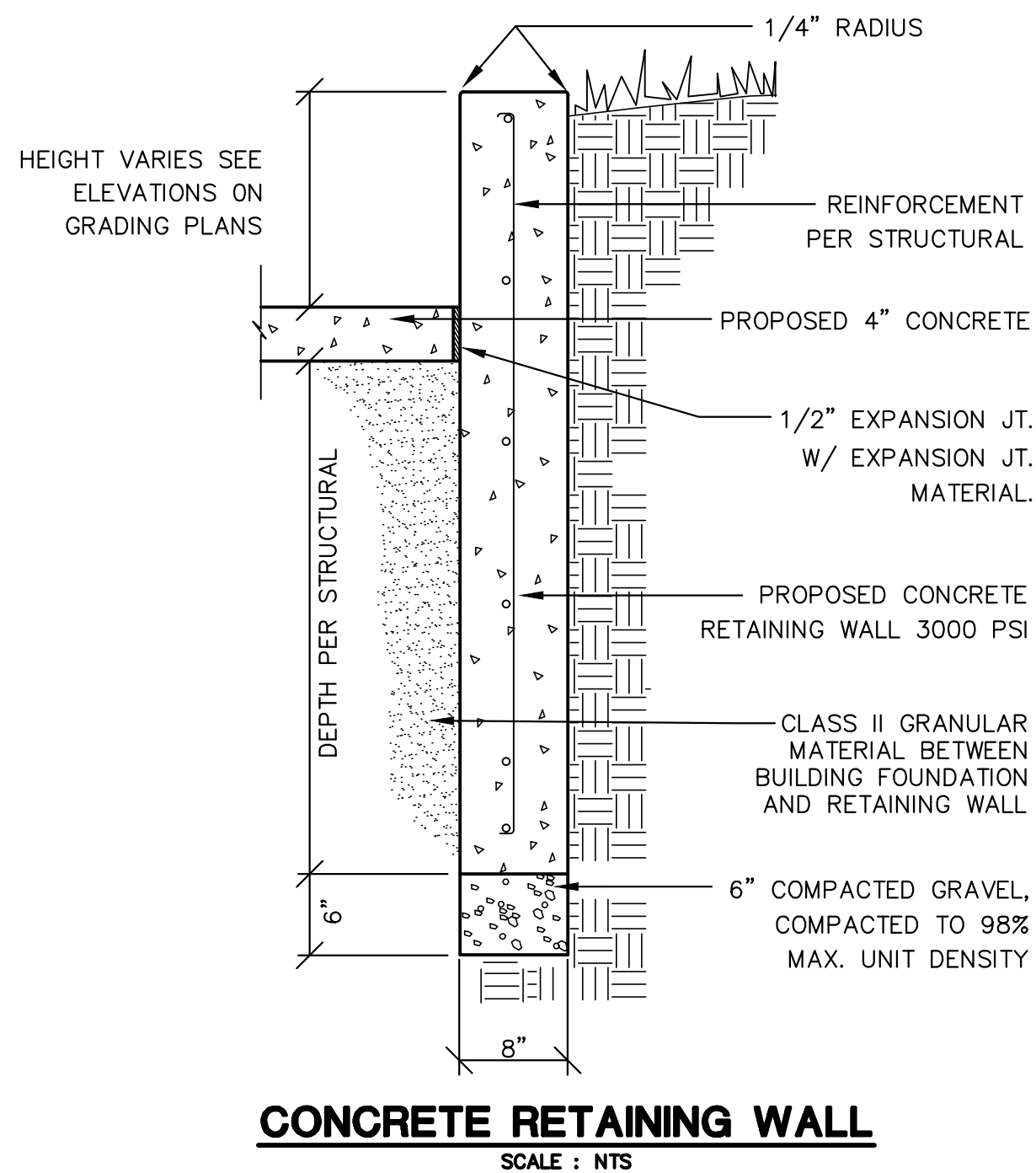
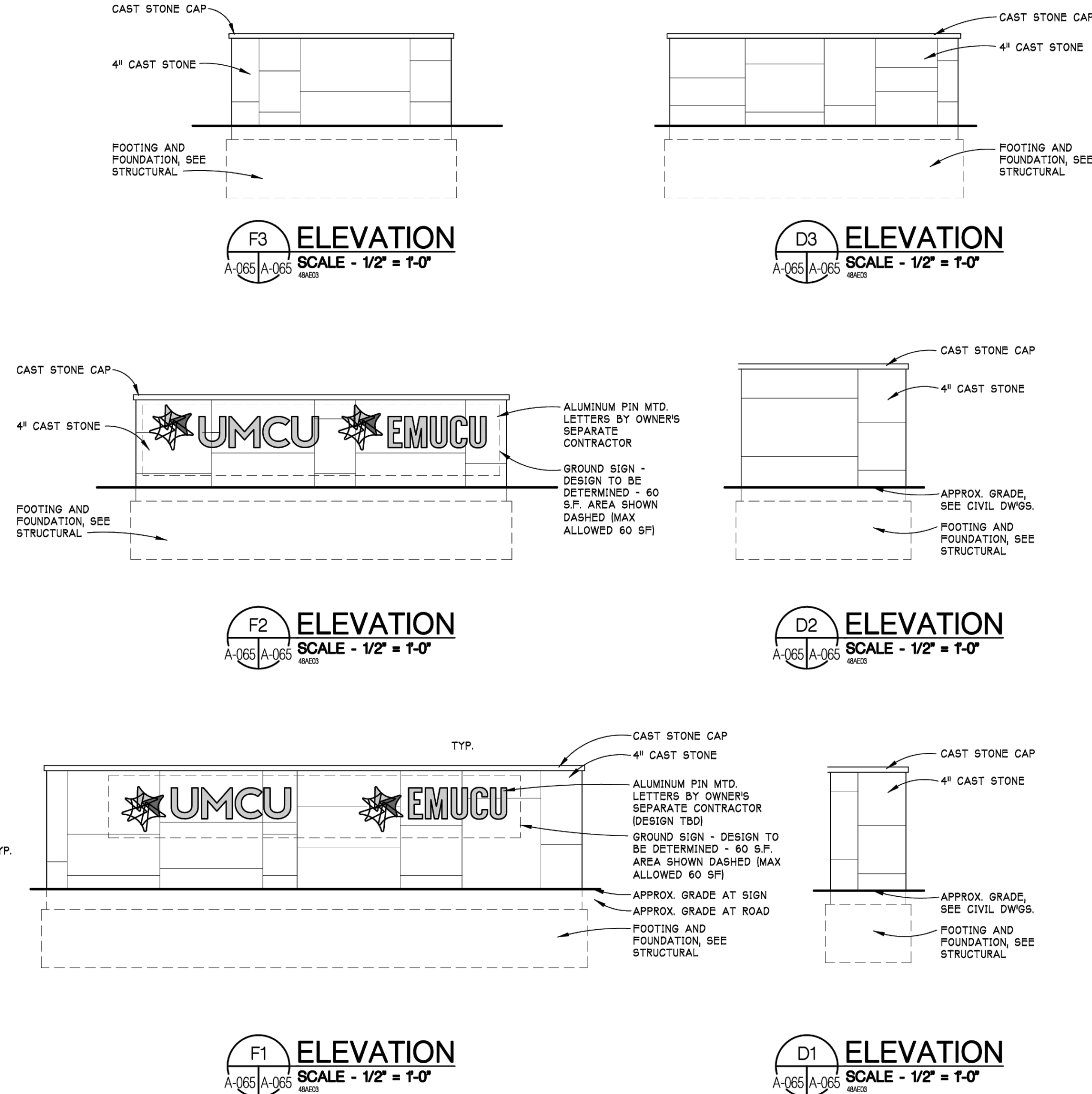
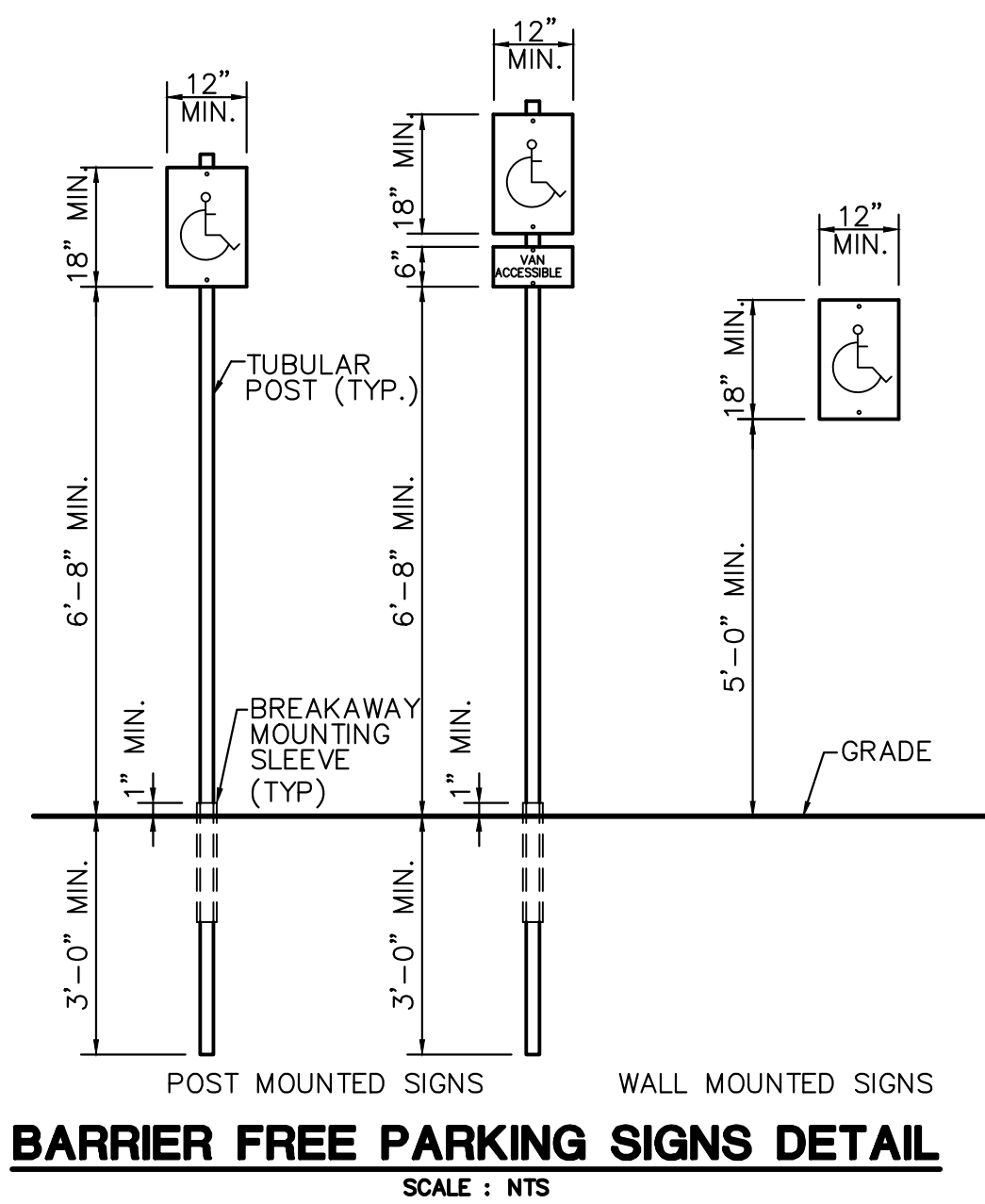
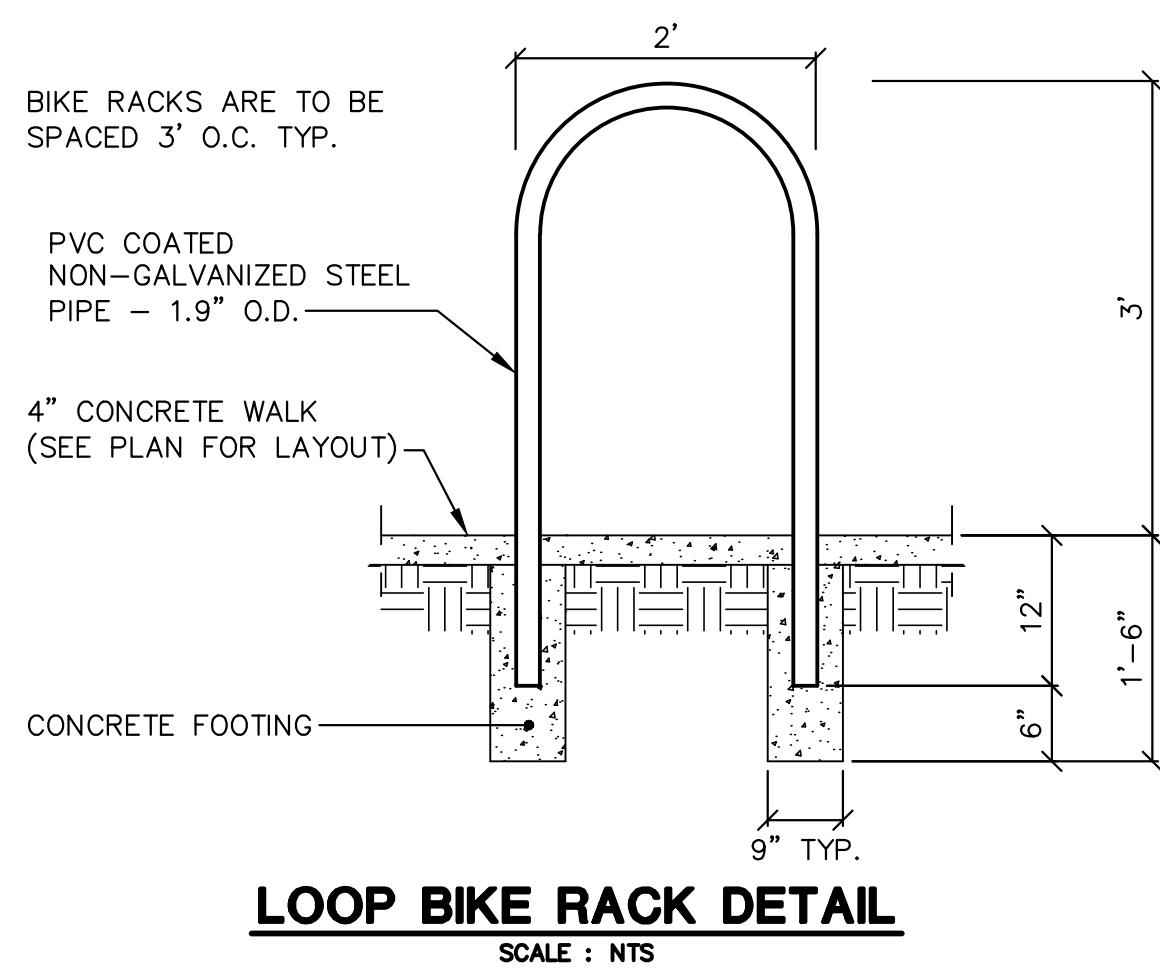
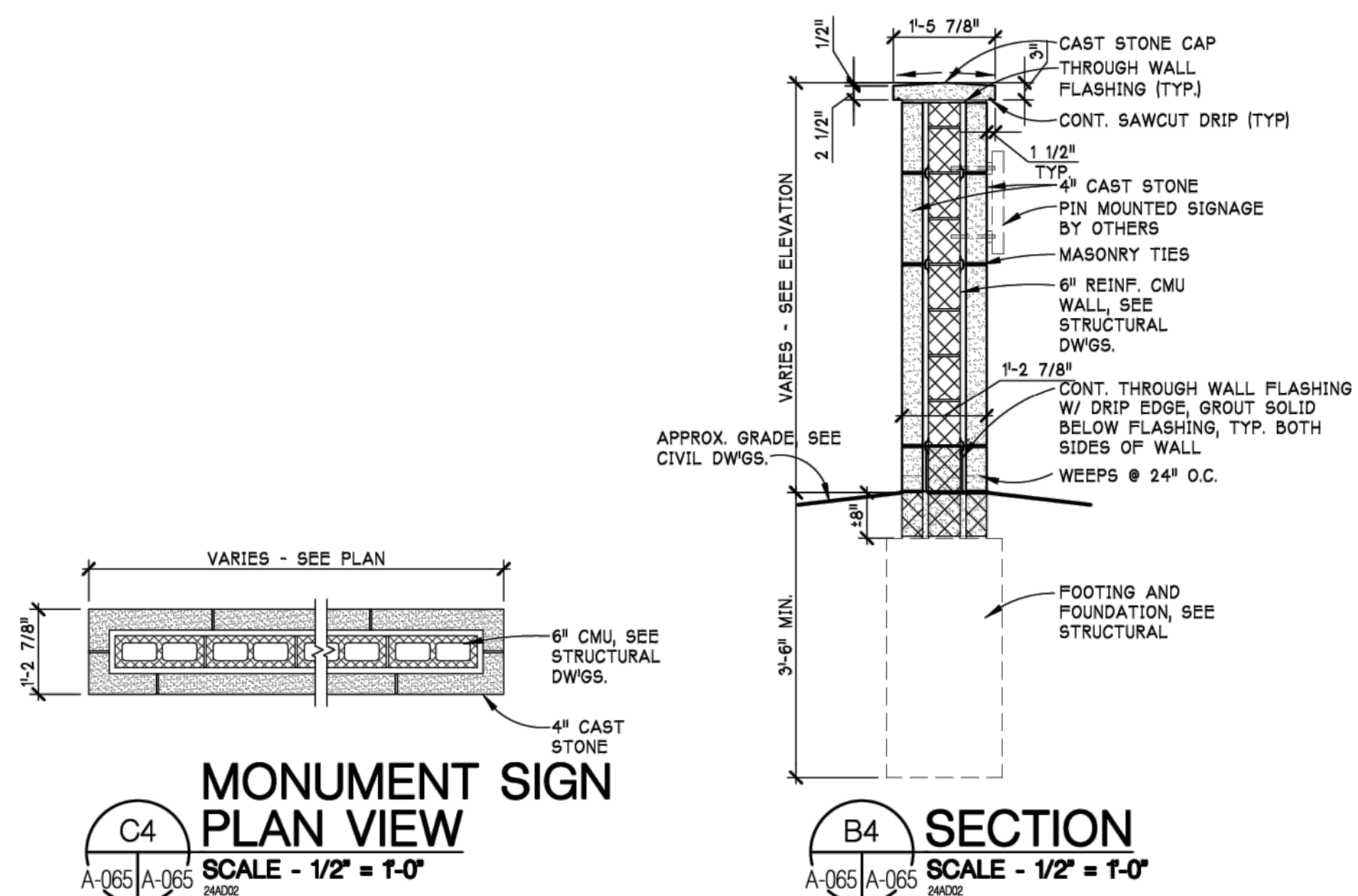
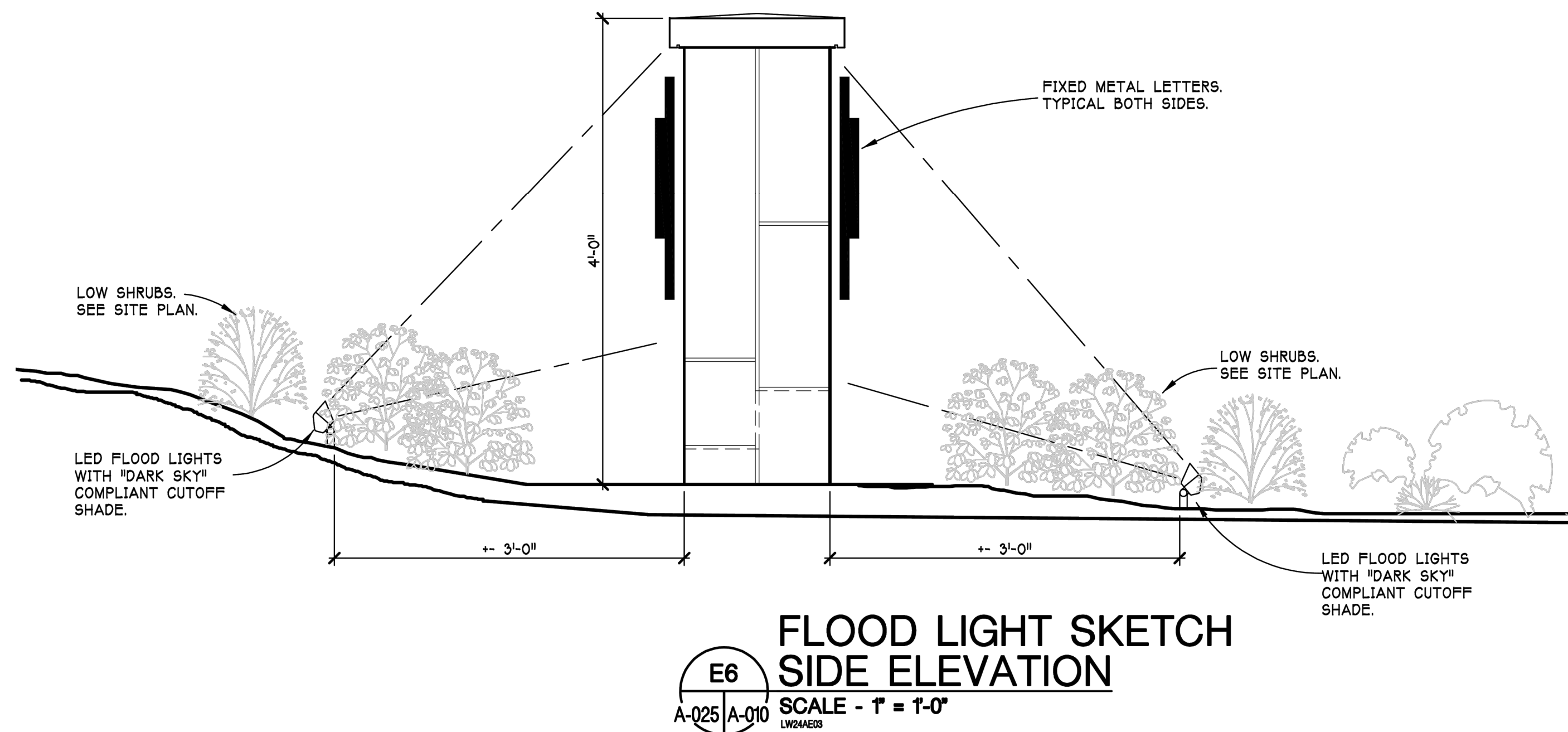
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	TECH: CTS	
	DE: 22053TP1	

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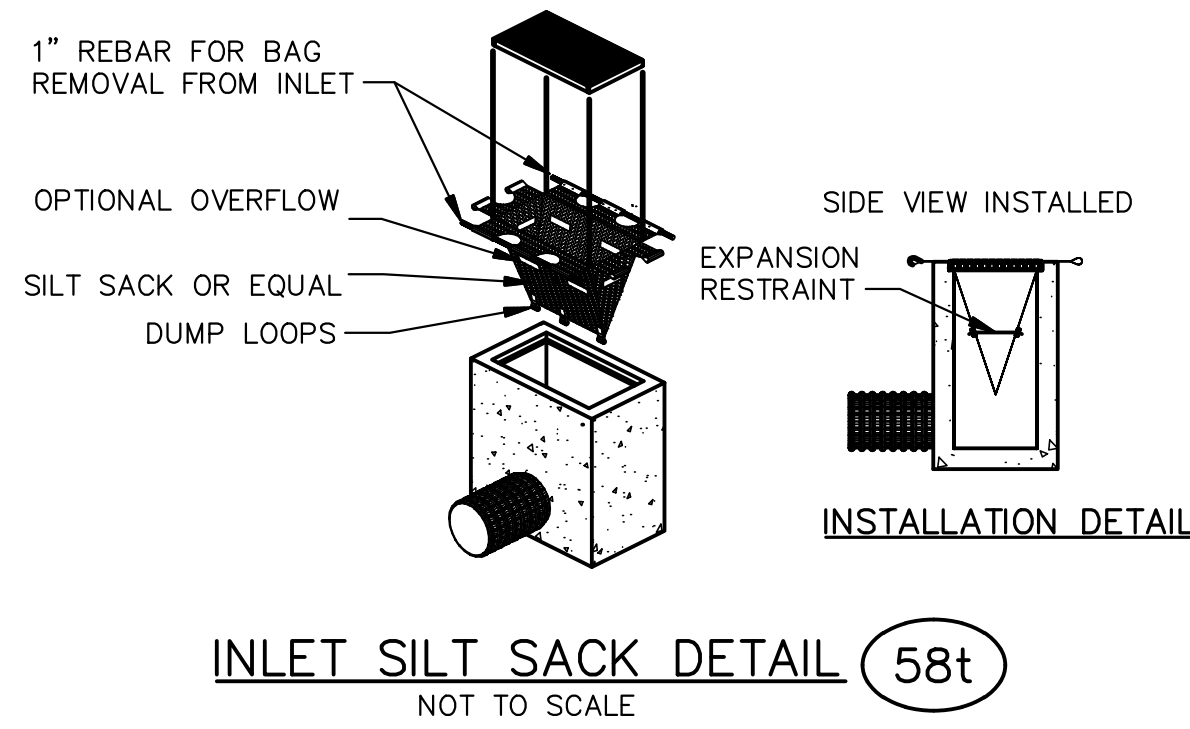
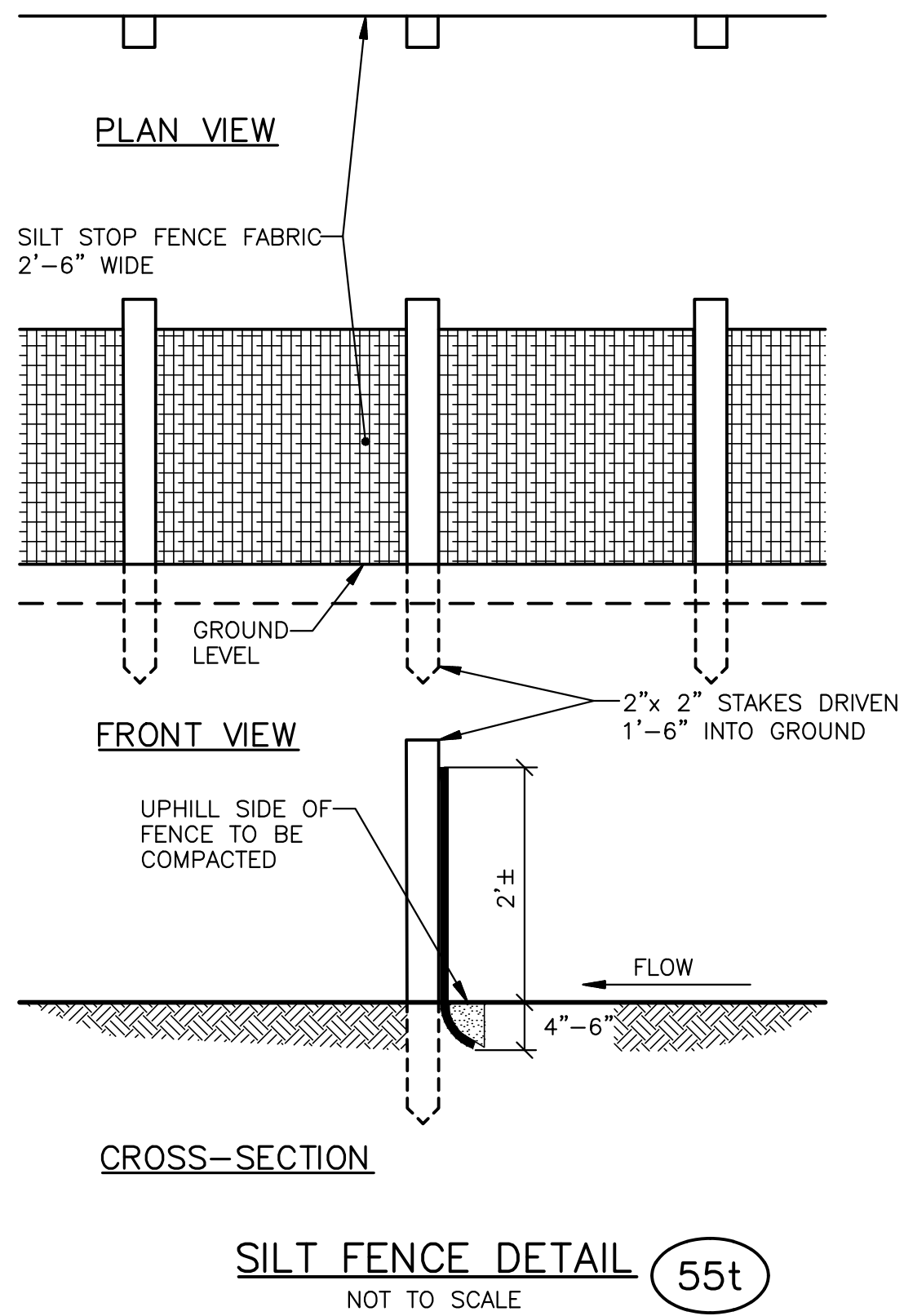
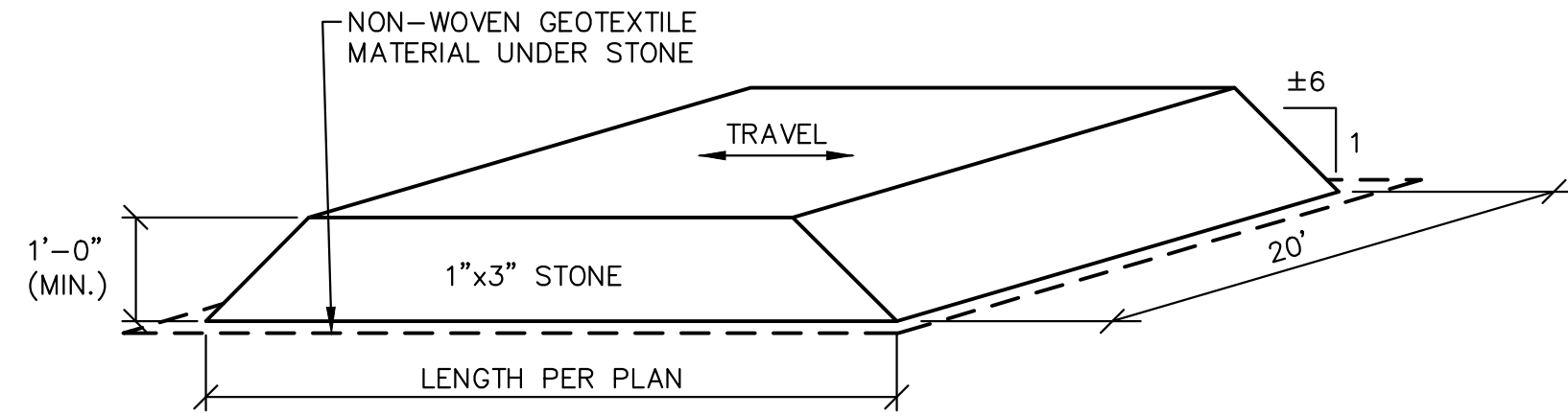
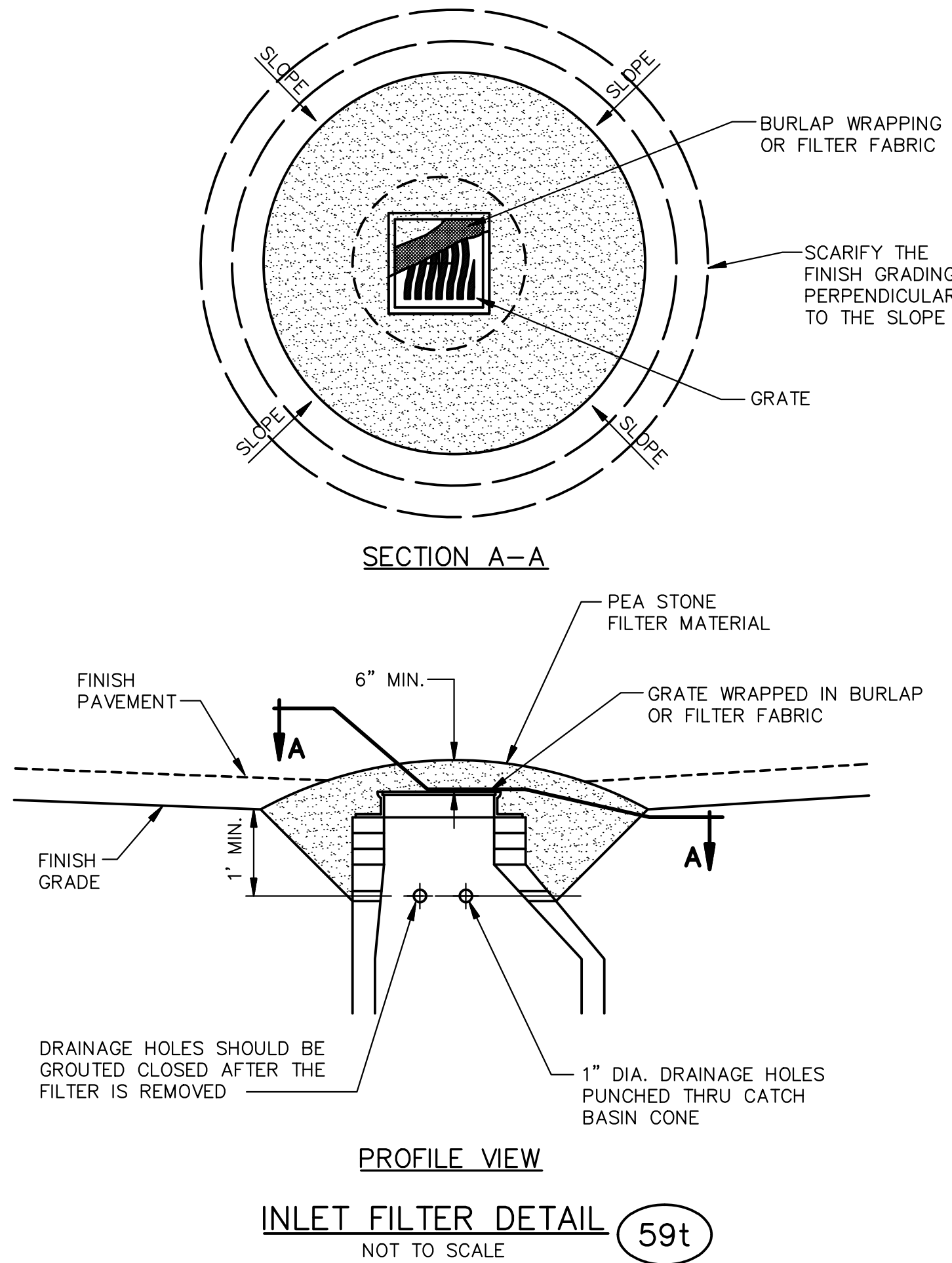
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PERMANENT MAINTENANCE TASKS AND SCHEDULE

	Components					Schedule
	Pavement	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet Castings	Outflow Control Structure	
Inspect for sediment accumulation		X	X		X	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



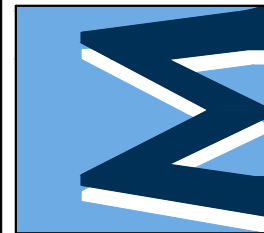
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PUD SITE PLAN AMENDMENT
SESC DETAILS

14

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REVISIONS:		DE: 22053D01		

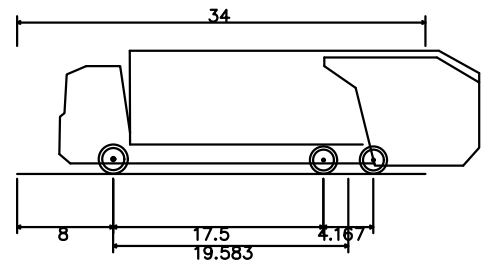
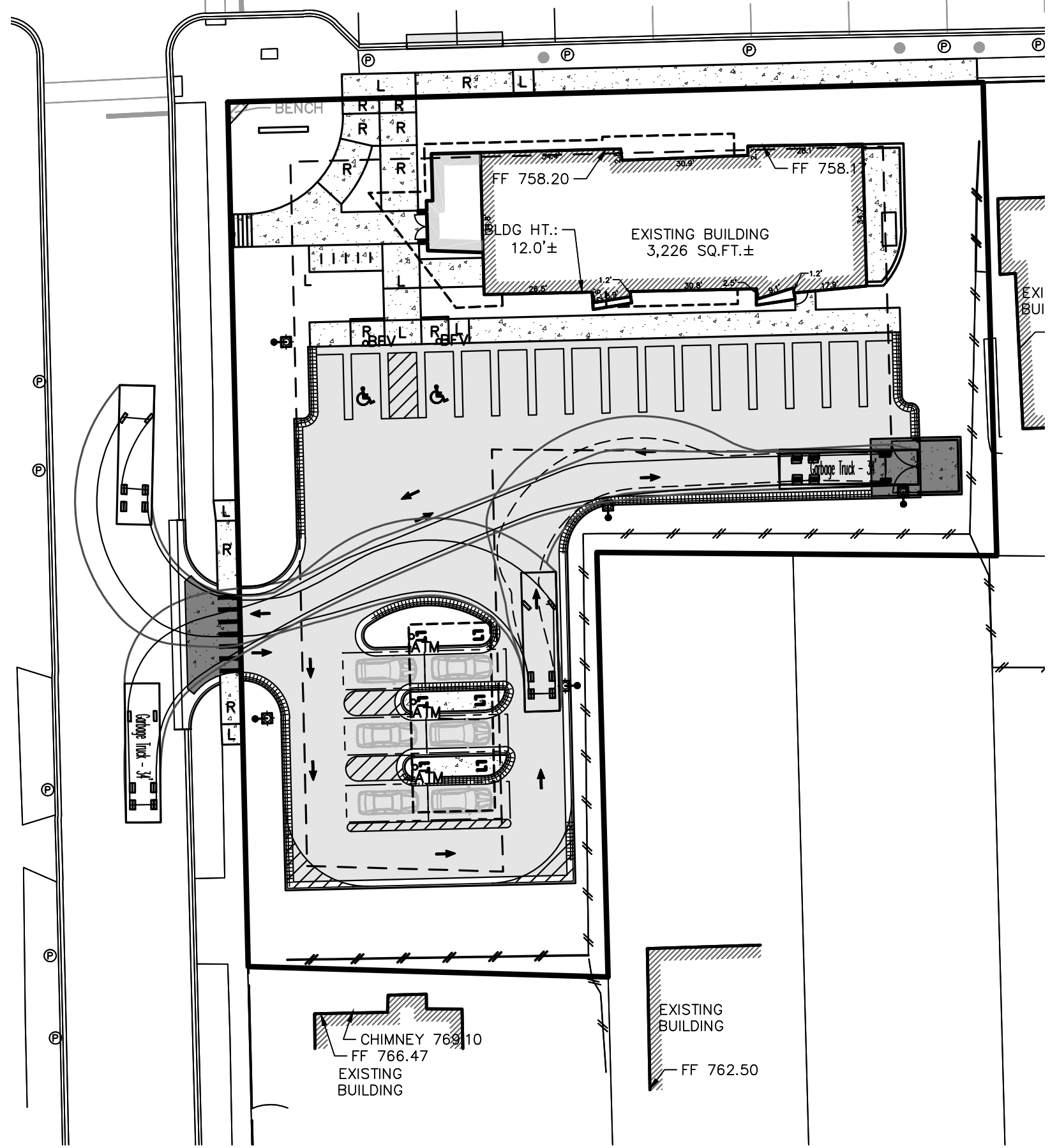
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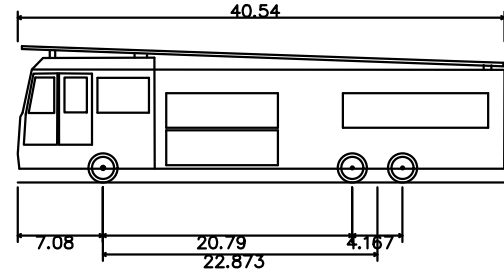
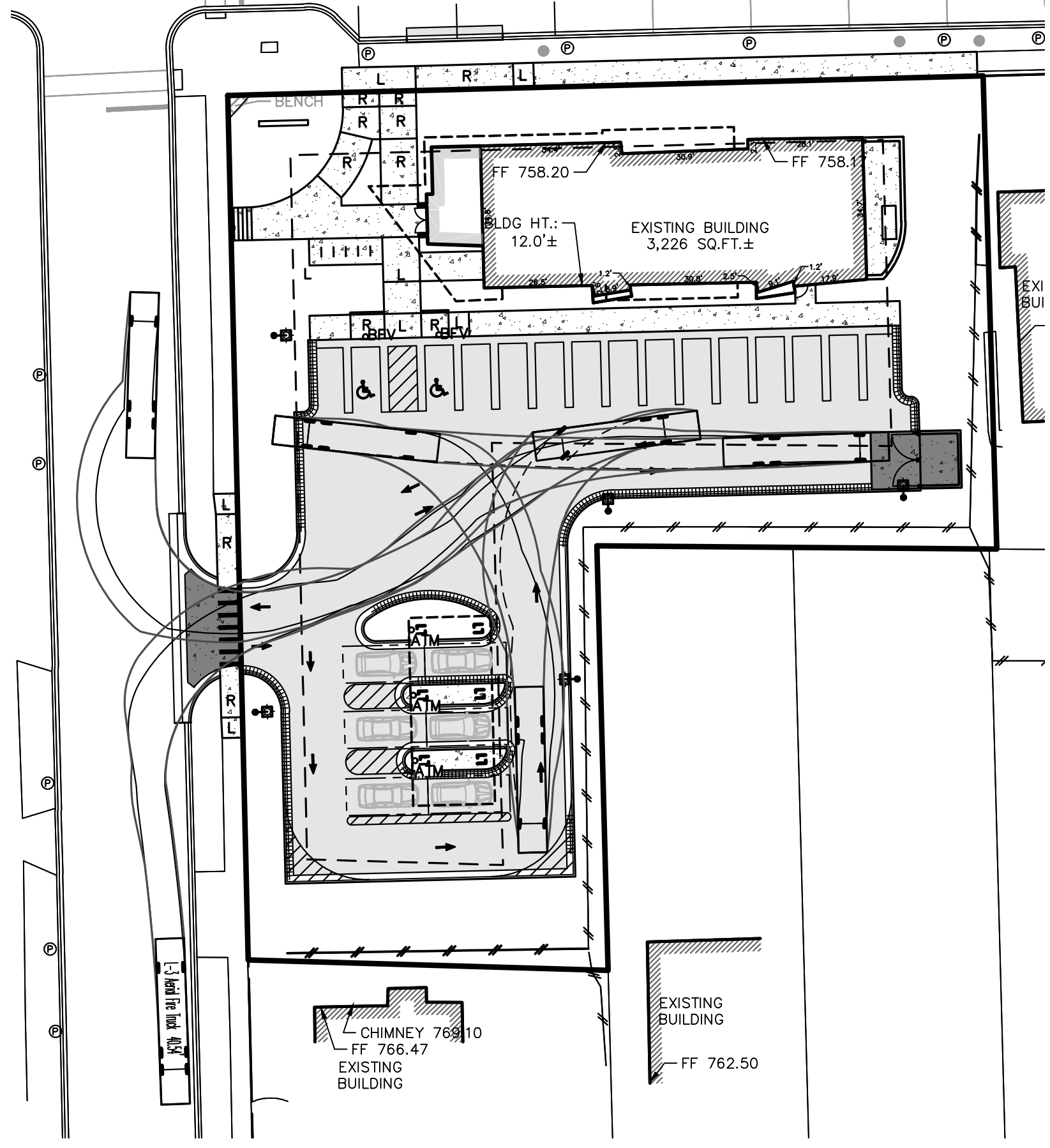


m:\civil\134\proj\22053\site plan amendment\22053SP.dwg, 3/25/2025 5:50 PM, Charly A. Richards, TRUCK TURNING PLAN, MCLC PDF .p3
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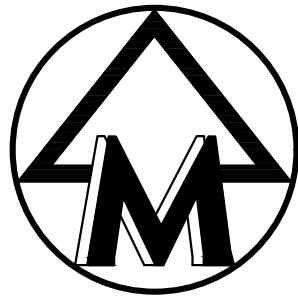
The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.



Garbage Truck - 34'
Overall Length 34.00ft
Overall Width 8.50ft
Overall Body Height 10.24ft
Min Body Ground Clearance 0.70ft
Max Track Width 7.00ft
Lock-to-lock time 6.00s
Max Steering Angle (Virtual) 40.00°



L-3 Aerial Fire Truck 40.54'
Overall Length 40.54ft
Overall Width 7.00ft
Overall Body Height 11.36ft
Min Body Ground Clearance 1.14ft
Track Width 6.91ft
Lock-to-lock time 6.00s
Max Steering Angle (Virtual) 45.00°



SCALE: 1" = 20'
0 20 40 60



JOB No. 22053

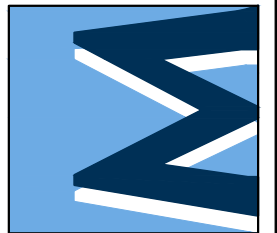
REVISIONS:

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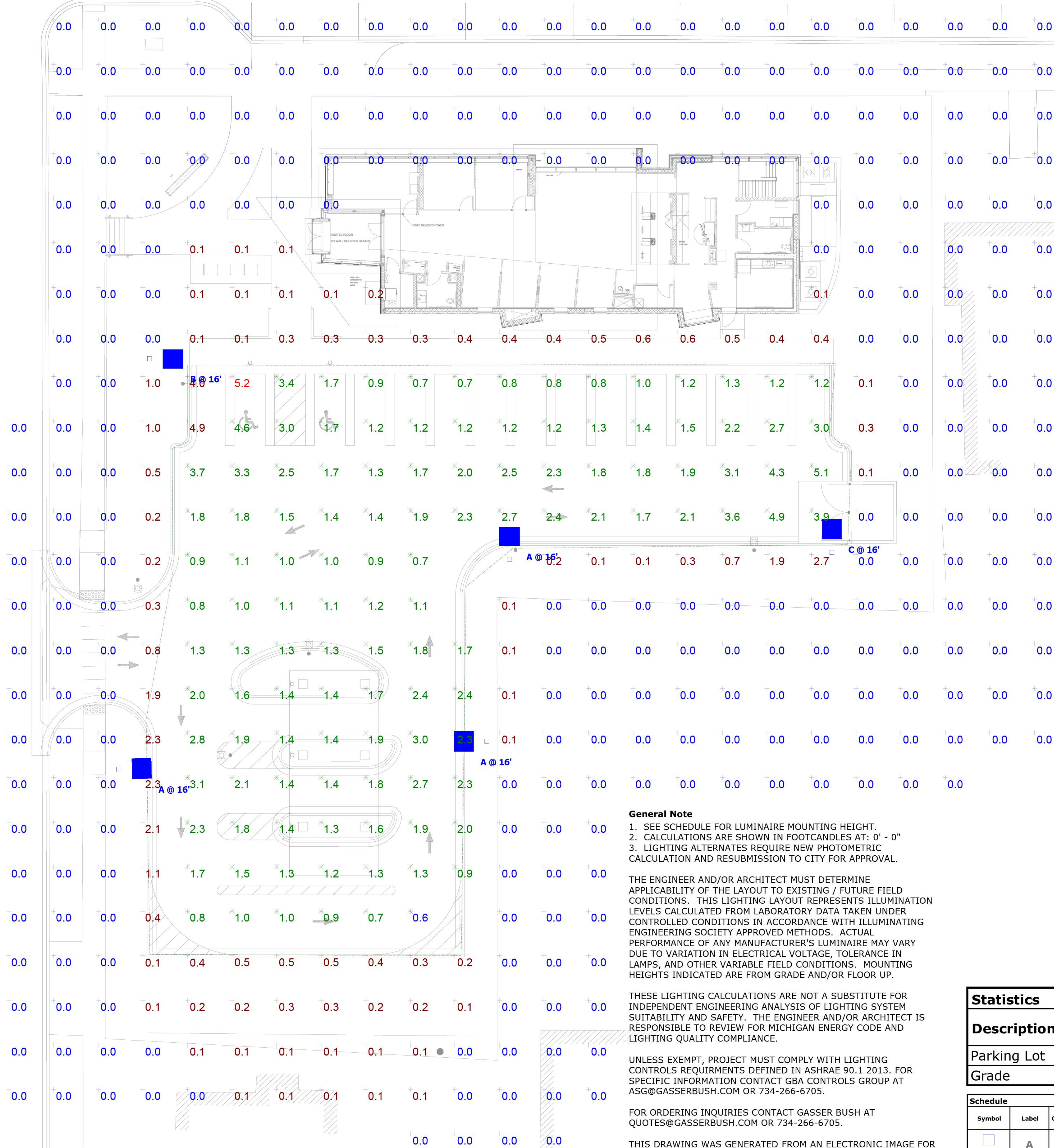
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EMU CREDIT UNION
PUD SITE PLAN AMENDMENT
TRUCK TURNING PLAN

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Plan View
Scale - 1" = 12ft

General Note

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

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

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

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

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

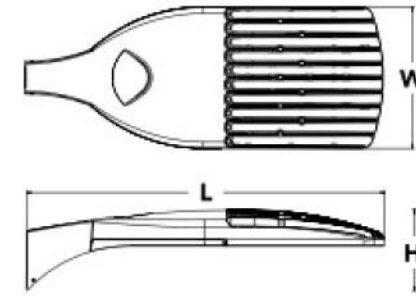
THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.

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

D-Series Size 1
LED Area Luminaire

Specifications

EPA: 1.01 ft²
(0.09 m²)
Length: 33"
(841 mm)
Width: 13"
(330 mm)
Height: 7-1/2"
(191 mm)
Weight (max): 27 lbs
(12.2 kg)



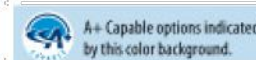
Rating	
Number	
Area	
Type	

Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system-level interoperability.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is A+ Certified when ordered with DTL® controls marked by a **shaded background**. DTL DLL equipped luminaires meet the A+ specification for luminaire to photocell interoperability1.
- This luminaire is part of an A+ Certified solution for ROAM® or XPoint™ Wireless control networks, providing out-of-the-box control compatibility with simple commissioning, when ordered with drivers and control options marked by a **shaded background**.

To learn more about A+, visit www.acuitybrands.com/aplus.
1. See ordering tree for details.
2. A+ Certified Solutions for ROAM require the order of one ROAM node per luminaire. Sold Separately. [Link to Roam](#); [Link to DTL DLL](#).



Ordering information

EXAMPLE: DSX1 LED P2 7 40K T3M MVOLT SPA DDBXD

Series	LEDs	Color temperature	Distribution	Voltage	Mounting
DSX1 LED	Forward optics P1 P4 P7 P2 P5 P8 P3 P6 P9 Rotated optics P10* P12* P11* P13*	30K 3000 K 40K 4000 K 50K 5000 K AMBPC Amber phosphor converted*	T1S Type I short T2S Type II short T3M Type III medium T3S Type III short T3M Type III medium T4M Type IV medium T5M Forward throw medium T5VS Type V very short	T5S Type V short T5M Type V medium T5W Type V wide BLC Building control LCCO Left corner cutoff RCCO Right corner cutoff	MVOLT 120V 120V 208-240 240-240 277V 347V 480V
					Shipped included SPA Square pole mounting SPA Round pole mounting WBA Wall bracket SPUMBA Square pole universal mounting adapter RUMBA Round pole universal mounting adapter Shipped separately KMAK DDBXD-U Mast arm mounting bracket adapter (specify finish)

Control options	Other options	Finish (optional)
Shipped installed HELM22 12-light full generation 2 enabled FER NEMA basic-back receptacle only (controls ordered separate) FER5 Five-wire receptacle only (controls ordered separate) FER7 Seven-wire receptacle only (controls ordered separate) DAG 0-10V dimming extend out back of housing for external control (leads exit fixture) DS Dual switching PIR Bi-level motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 56' PIR8 Bi-level motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 56' PIR8N Network, Bi-level motion/ambient sensor PIR1FCW Bi-level motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 16'	PIR1FCW Bi-level motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 16' BL30 Bi-level switched dimming, 30W, 15-18' BL50 Bi-level switched dimming, 50W, 15-18' PMT003 Part right, dim off down PMT0503 Part right, dim 5 hrs PMT0503 Part right, dim 5 hrs PMT0703 Part right, dim 7 hrs FAC Field adjustable output	Shipped installed HS Bronze color shield SF Single face (120, 277, 347V) DF Double face (120, 240, 480V) L90 Left rotated optics R90 Right rotated optics Shipped separately BS Ball glass EGS External glare shield
DSX1 LED	DSX1 LED	DSX1 LED

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Rev. 07/25/18
Page 1 of 7

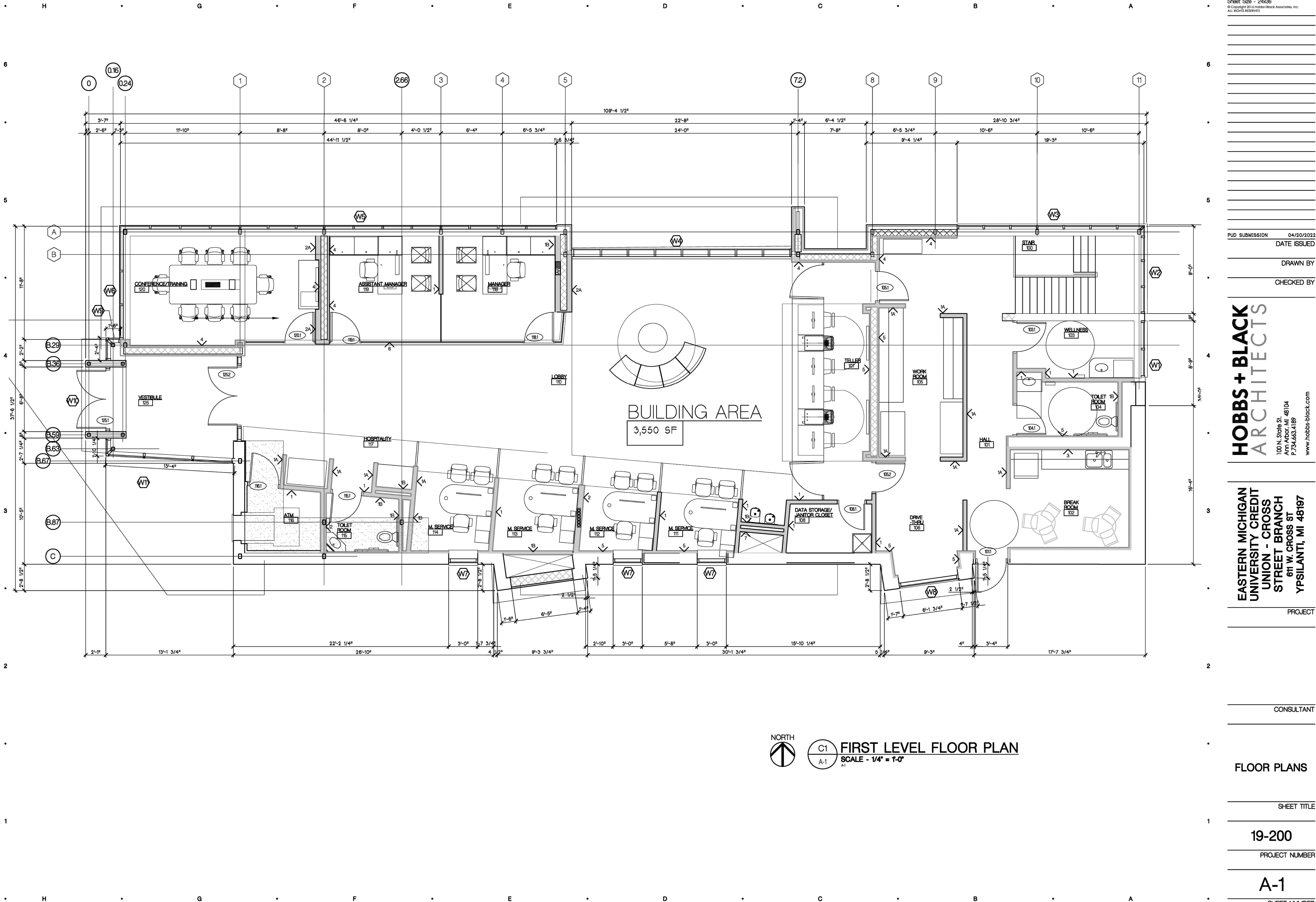
Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	Avg/Max
Parking Lot	✕	1.8 fc	5.2 fc	0.6 fc	8.7:1	3.0:1	0.3:1
Grade	+	0.5 fc	5.2 fc	0.0 fc	N/A	N/A	0.1:1

Schedule					Lamp	Lumens Per Lamp	Light Loss Factor	Wattage
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description			
□ A	A	3	Lithonia Lighting	DSX1 LED P2 30K 80CRI BLC4 EGS	D-Series Size 1 Area Luminaire P2 Performance Package 3000K CCT 80 CRI Type 4 Extreme Backlight Control External Glare Shield		5879	0.9 67.79
□ B	B	1	Lithonia Lighting	DSX1 LED P2 30K 80CRI LCCO EGS	D-Series Size 1 Area Luminaire P2 Performance Package 3000K CCT 80 CRI Left Corner Cutoff Extreme Backlight Control External Glare Shield		6189	0.9 67.79
□ C	C	1	Lithonia Lighting	DSX1 LED P2 30K 80CRI RCCO EGS	D-Series Size 1 Area Luminaire P2 Performance Package 3000K CCT 80 CRI Right Corner Cutoff Extreme Backlight Control External Glare Shield		6189	0.9 67.79

 COMMERCIAL OUTDOOR				One Lithonia Way • Cary, Georgia 20013 • Phone: 1-800-755-SEER (3738) • www.lithonia.com © 2011-2021 Acuity Brands Lighting, Inc. All rights reserved.												DSI-LED Rev. 07/19/2021 Page 1 of 6													
Performance Data																													
Lumen Output																													
Lumen values are from photometric tests performed in accordance with IESNA TM-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																													
LED Count	Beam Spread	Power Factor	System Type	Beam Type	100' (30.48 m)				150' (45.72 m)				200' (60.96 m)																
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18												
30	530	P1	54W	T15	6,457	2	0	2	120	6,956	2	0	2	129	7,044	2	0	2	130										
				T25	6,450	2	0	2	119	6,949	2	0	2	129	7,037	2	0	2	130										
				T35	12,900	3	0	1	119	6,986	2	0	2	129	7,072	2	0	2	131										
				T45	6,279	2	0	2	116	6,764	2	0	2	125	6,850	2	0	2	127										
				T5M	6,468	1	0	2	120	6,967	1	0	2	129	7,056	1	0	2	131										
				T6M	6,327	1	0	2	117	6,816	1	0	2	126	6,902	1	0	2	128										
				TFM	6,464	1	0	2	120	6,963	1	0	2	129	7,051	1	0	2	131										
				T75S	6,222	2	0	0	124	2,242	3	0	0	134	7,334	3	0	0	136										
				T5S	6,728	2	0	1	125	7,245	2	0	1	134	7,340	2	0	1	136										
				T5M	6,711	3	0	1	124	7,229	3	0	1	134	7,321	3	0	1	136										
				T5W	6,467	3	0	1	123	7,011	3	0	1	133	7,273	3	0	1	135										
				RCO	5,399	1	0	1	98	5,709	1	0	2	106	5,781	1	0	2	107										
30	700	P2	70W	RCO	5,945	1	0	2	73	6,248	1	0	2	79	6,302	1	0	2	80										
				T15	8,249	2	0	2	118	8,886	2	0	2	127	8,999	2	0	2	129										
				T25	8,246	2	0	1	118	8,877	2	0	2	127	8,989	2	0	2	129										
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				T5M	8,263	2	0	2	118	8,901	2	0	2	127	9,014	2	0	2	129										
				T6M	8,063	2	0	2	115	8,706	2	0	2	124	8,818	2	0	2	126										
				TFM	8,257	2	0	2	118	8,896	2	0	2	127	8,908	2	0	2	129										
				T75S	8,588	3	0	0	123	9,252	3	0	0	132	9,369	3	0	0	134										
				T5S	8,955	3	0	1	123	9,528	3	0	1	132	9,556	3	0	1	134										
				T5M	8,573	3	0	2	122	9,236	3	0	2	132	9,353	3	0	2	134										
				TFW	8,517	3	0	2	122	9,175	4	0	2	131	9,291	4	0	2	133										
30	1050	P3	102W	RCO	6,708	1	0	2	77	7,281	1	0	2	84	7,386	1	0	2	90										
				RCO	5,698	1	0	2	72	5,627	1	0	2	78	5,696	1	0	2	79										
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				T45	11,339	2	0	2	111	12,215	3	0	3	120	12,370	3	0	3	121										
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				T5M	13,963	4	0	2	112	15,042	4	0	2	120	15,233	4	0	2	122										
				RCO	12,444	3	0	2	94	13,250	3	0	2	101	13,540	3	0	2	103										
				RCO	8,965	1	0	3	65	9,657	1	0	3	70	9,780	1	0	3	71										
30	1400	P5	131W	RCO	8,965	1	0	3	65	9,657	1	0	3	70	9,780	1	0	3	71										
				T15	15,257	3	0	1	131	16,455	4	0	2	139	16,644	4	0	2	141										
				T25	15,257	3	0	1	131	16,455	4	0	2	139	16,644	4	0	2	141										
				T35	15,257	4	0	1	130	16,328	4	0	1	138	16,534	4	0	1	140										
				RCO	12,444	3	0	2	94	13,250	3	0	2	101	13,540	3	0	2	103										
				RCO	8,965	1	0	3	65	9,657	1	0	3	70	9,780	1	0	3	71										
				RCO	8,965	1	0	3	65	9,657	1	0	3	70	9,780	1	0	3	71										
				T15	15,257	3	0	1	131	16,455	4	0	2	139	16,644	4	0	2	141										
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				T35	15,257	4	0	1	130	16,328	4	0	1	138	16,534	4	0	1	140										
				RCO	12,444	3	0	2	94	13,250	3	0	2	101	13,540	3	0	2	103										
				RCO	8,965	1	0	3	65	9,657	1	0	3	70	9,780	1	0	3	71										
 COMMERCIAL OUTDOOR				One Lithonia Way • Cary, Georgia 20013 • Phone: 1-800-755-SEER (3738) • www.lithonia.com © 2011-2021 Acuity Brands Lighting, Inc. All rights reserved.												DSI-LED Rev. 07/19/2021 Page 5 of 6													

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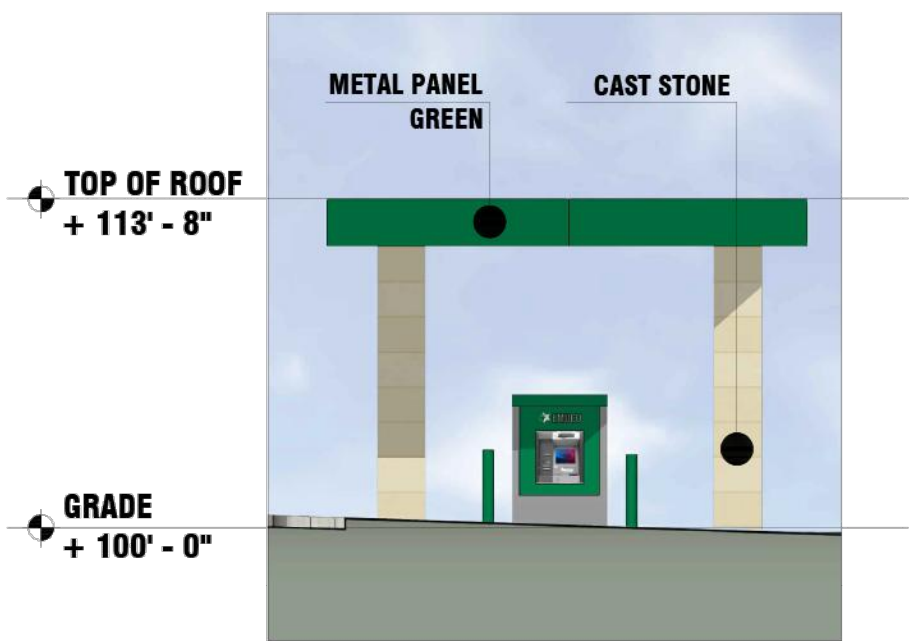
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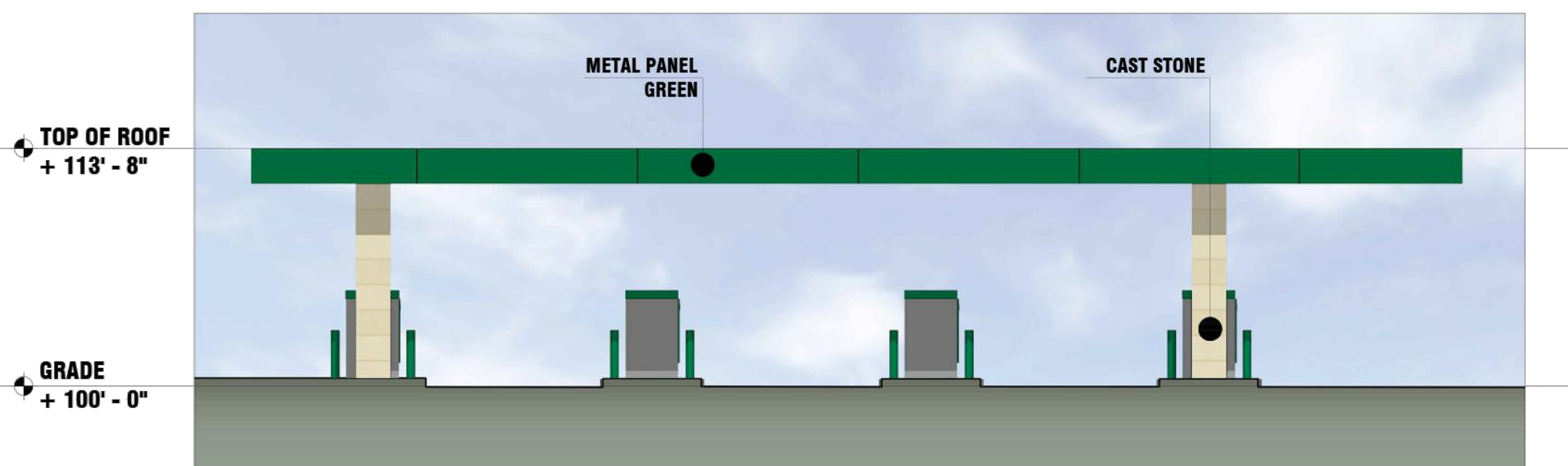
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A-2 SCALE - 1/8" = 1'-0"
ELEVATION



B1 WEST ELEVATION
A-2 SCALE - 1/8" = 1'-0"
ELEVATION



E1 NORTH/SOUTH ELEVATION
A-2 SCALE - 1/8" = 1'-0"
ELEVATION



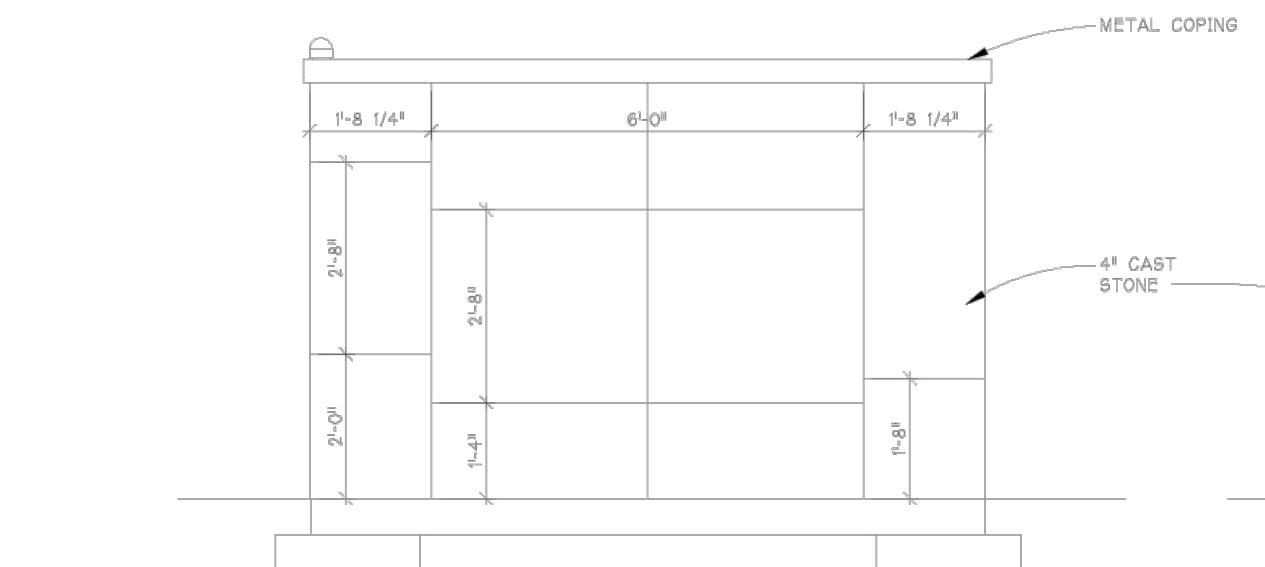
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ELEVATION



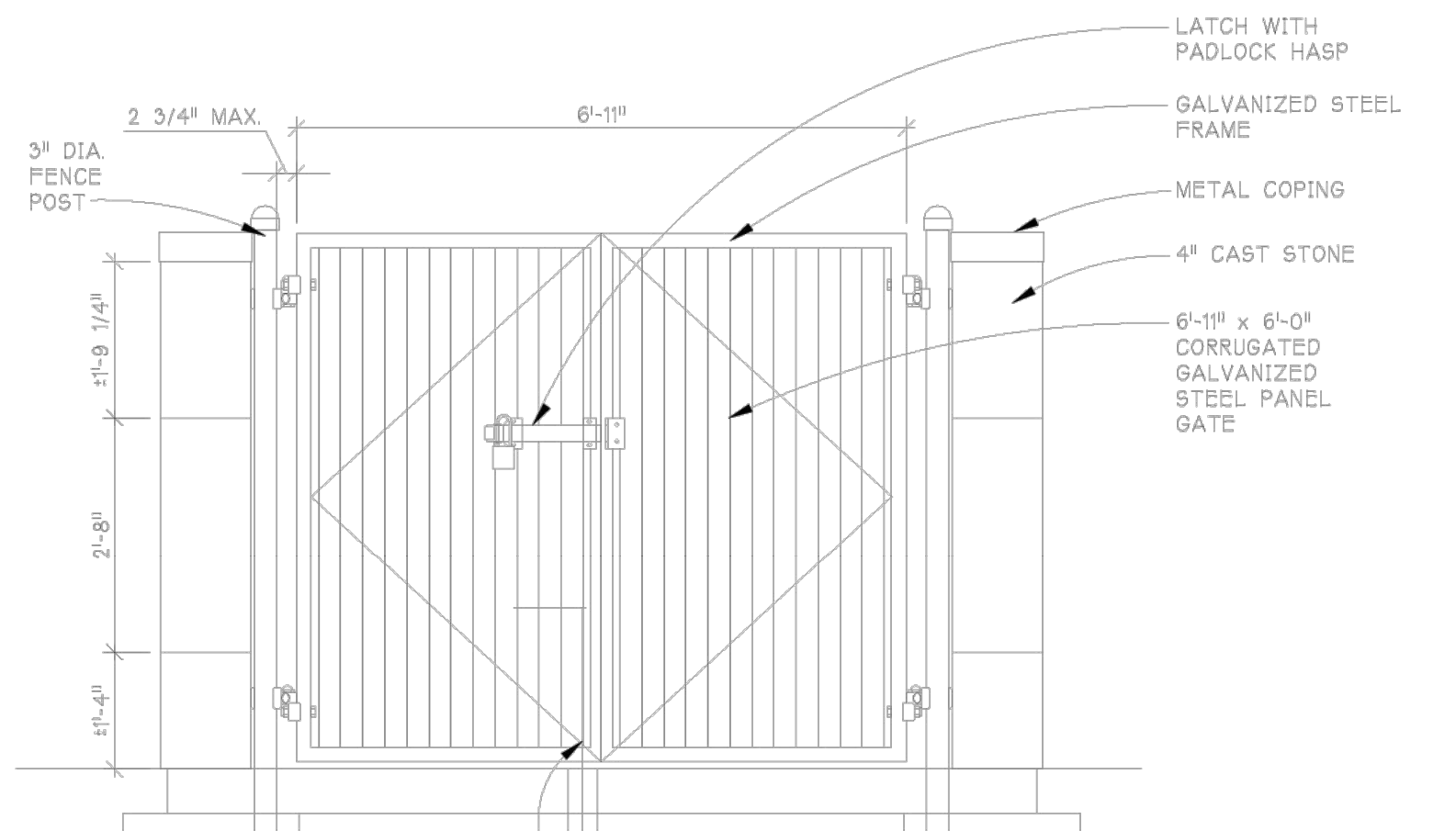
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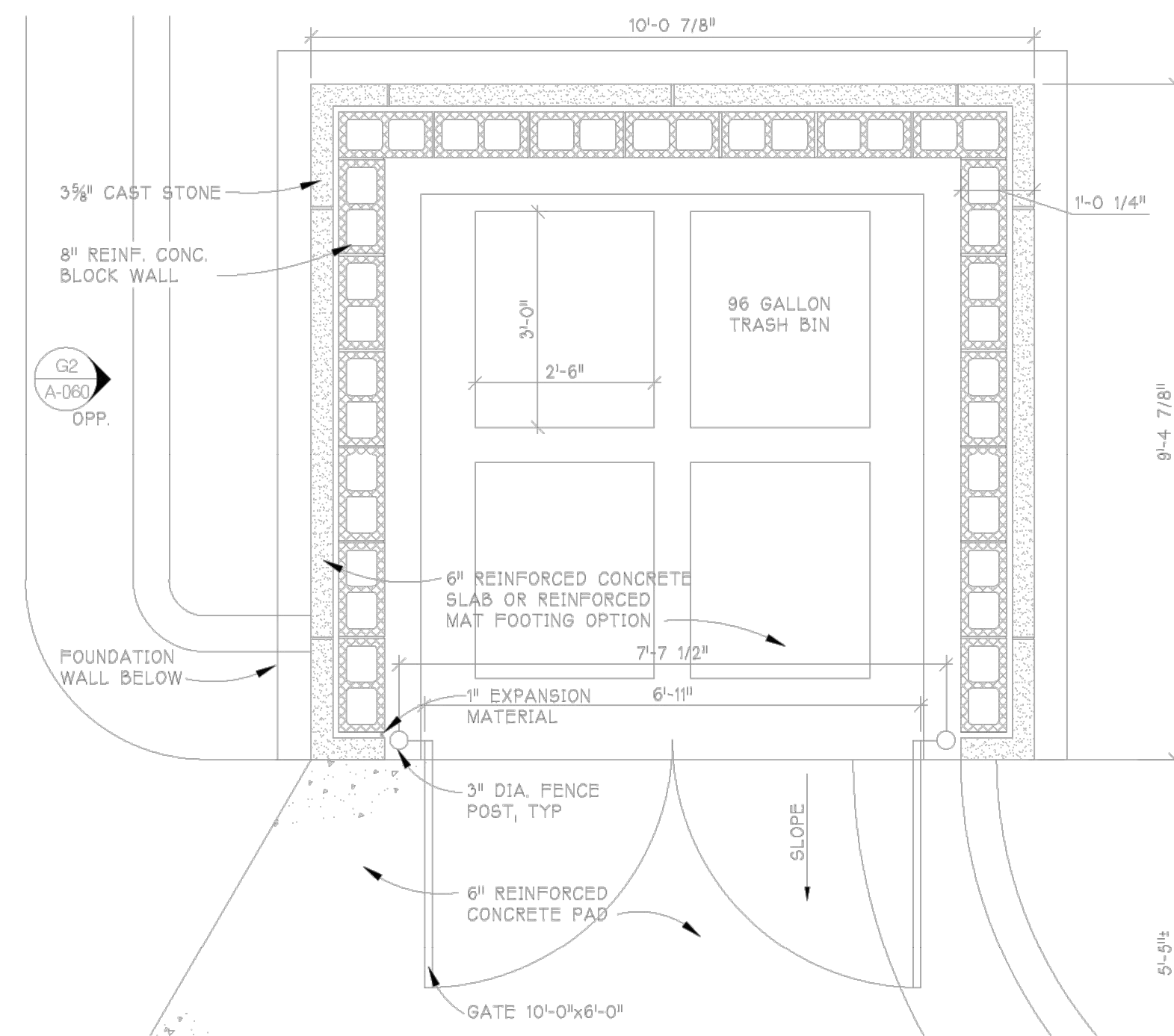
D1 SOUTH ELEVATION
A-2 SCALE - 1/8" = 1'-0"
ELEVATION



G1 TRASH ENCLOSURE ELEVATION
A-2 SCALE - 1/2" = 1'-0"
ELEVATION



H1 TRASH ENCLOSURE ELEVATION
A-2 SCALE - 1/8" = 1'-0"
ELEVATION



I1 TRASH ENCLOSURE PLAN
A-2 SCALE - 1/2" = 1'-0"
ELEVATION



VIEW LOOKING SOUTH



May 21, 2025

**Staff Review of the Planned Unit
Development Amendment to
611 W. Cross St.**

GENERAL INFORMATION

Applicant:	University of Michigan Credit Union 340 E. Huron Street Ann Arbor, MI 48104
Project:	EMU Credit Union PUD Amendment
Public Hearing Date:	May 21, 2025
Location:	611 W. Cross Street Parcel ID# 11-11-40-180-005 and 11-11-40-180-014
Zoning:	C – Center
Action Requested:	Planned Unit Development Amendment Approval
Staff Recommendation:	Approval of Previous Plans, Denial of the Additional Proposed Departures

PROJECT AND SITE DESCRIPTION

On May 18th, 2022, the Planning Commission held a public hearing and recommended approval of a Planned Unit Development (PUD) for a site redevelopment at 611 W. Cross St. Following approval from the Planning Commission, the City Council would officially approve the PUD at their July 12, 2022, meeting.

The development is set to be completed this year; however, the developer wishes to build a monument sign with uplighting at the southeast corner of W. Cross and College Place. Monument signs are not permitted in the Center zoning district, and utilizing uplighting to illuminate a sign is not permitted; hence, the applicant's PUD amendment proposal and the request for 2 additional departures from the zoning ordinance. Section 122-708 of the zoning ordinance establishes guidelines for the revision of approved PUD plans. Major amendments to the final approved plans require the PUD to be revised in accordance with the procedures outlined in Section 122-705, meaning the PUD process must be entirely redone.

For this review, staff is utilizing the review that Andy, the former city planner, completed back in 2022. Any changes made to Andy's review back in 2022 have been highlighted in this light blue color.

Figure 1: Site Aerial (March 2024)

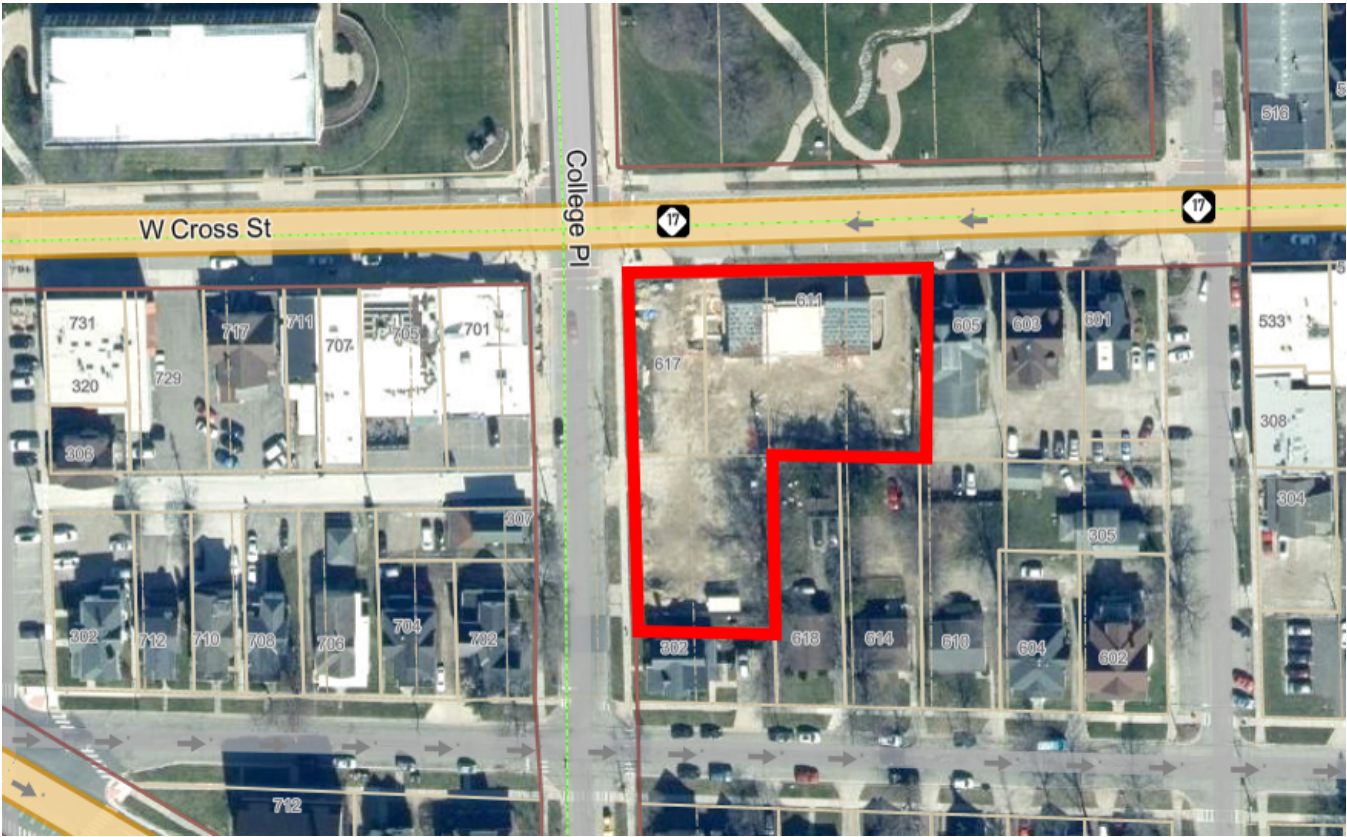


Figure 2: Photo, Front of Current Building (May 11, 2022)



Figure 2: View of Building from W. Cross (April 24, 2025)



Figure 3: Land Use and Zoning of Surrounding Area

	LAND USE	ZONING
NORTH	EMU Campus	EMU
EAST	Multi-family residential	C
SOUTH	Single-family & multi-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: Both 611 and 617 W. Cross are under single ownership. Compliant.

(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: Both 611 and 617 W. Cross total 0.69 acres. The applicant shall pursue a lot combination to officiate the total acreage of the redevelopment. Compliant.

(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.

Figure 4: List of Departures Requested

Departure Number	ORDINANCE PROVISION	REQUIRED	PROVIDED	RATIONALE FOR A HIGHER-QUALITY DEVELOPMENT
Departure 1	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.
Departure 2	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.
Departure 3	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.
Departure 4	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.
Departure 5	ITMs amplify sound 122-203	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	ITMs proposed amplify sound.	The ITMs would be approximately 40 feet from the house to the south. (See Figure 12). Staff does not believe this departure creates a higher quality development; however, staff recommends approval of this departure considering it was already approved back in 2022.
**The departures above have already received approval by the Planning Commission and City Council. Most of the rationale comments are from the former city planner, Andy.				
Departure 6	The single-story commercial building type is not permitted in the Center zoning district per Section 122-465.	Commercial/Mixed Use Large	Single-story commercial building type.	Back in 2022, the applicant stated they are reusing an existing nonconforming building. The Planning Commission and City Council approved the plans permitted the continued existence of the nonconformity. As a result, staff recommends that the Planning Commission approve this

				departure as construction is nearly complete.
Departure 7	Non-use and dimensional requirements for site improvements not regulated by building type (Center zoning district). Section 122-447(d)(2)	Permanent freestanding signs are not permitted.	48 square feet permanent freestanding sign proposed.	Staff does not believe this departure creates a higher quality development.
Departure 8	Lighting. Section 122-609	Light fixtures must be full cutoff. Uplighting intended to highlight ornamental features of a building or landscape is permitted.	Uplighting is proposed to illuminate the sign.	Staff does not believe this departure creates a higher quality development.

COMMENTS: Staff does not believe all of the departures will create a higher quality development.

(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. Compliant.

(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%. Compliant.

(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: Minor adjustments to the landscape plan are necessary to fully comply with the zoning ordinance.

(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 traverse onto other properties, such as the residential properties to the south and east. The proposed monument signage and uplighting do not comply with Sections 122-447(d)(2) nor 122-609. Noncompliant.

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. Additionally, the commercial/mixed-use-large building type is generally multiple stories, accommodating residential uses above retail, not proposed per this submittal. 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 3,550 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</i>					
Highlighted text: PUD Departure applied for by applicant.					
122-465	Building Type	Commercial/Mixed-Use – Large	N/A	Single-Story Commercial	DEPARTURE NEEDED
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	
	Height to bottom of window	2.5 ft max	Not known	Appears to comply	
	Yard requirements	Must have a min. 6' wide path and landscaping	N/A	Complies	

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

Figure 6: General Site Regulations

REF.	PROVISION	REQUIRED	EXISTING	PROPOSED	NOTES
<i>Blue text: site plan complies Red text: site plan does not comply Black text: existing nonconformity or not applicable</i> Highlighted text: PUD Departure applied for by applicant.					
122-607	Building entrances	Building entrances must face street to which it is addressed.	Currently on W Cross St.	Proposed building entrance faces College Pl.	DEPARTURE NEEDED
	Existing easements	N/A	N/A	N/A	
	Planned easements	N/A	N/A	N/A	MDOT ROW
122-608	Trash receptacles & dumpsters	Masonry enclosure 1' taller than dumpster (no less than 6'), rear yard, 80% opaque wood swing door, on a concrete pad.	N/A	Dumpster and enclosure provided. The gate is proposed steel- shall be a wood gate. The height of the dumpster is unclear and shall be verified.	The applicant shall revise and provide a wood gate and confirm the height of the dumpster to ensure the enclosure is at least 1' taller. Noncompliant.
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 provide a wooden gate on the dumpster enclosure.
- Applicant shall confirm the height of the dumpsters within the enclosure to ensure that the closure is at least 1' taller.
- Applicant shall submit a 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	Fire Department shall review in detailed engineering review.	The Fire Department had no concerns regarding these plans on July 7, 2023.
122-672	Sidewalks	Sidewalks shall be provided along perimeter of the lot which abuts any street, or shall	Existing	Some to be renovated/crosswalks ramped. Complies.	

		be modified by Planning Commission.			
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	Plantings appear to be less than 30" in height. Compliant.	
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.	
	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.	The detailed engineering process has already been completed and approved.
	Off-street parking for all other uses: setback from the 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 this 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.	

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

	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	5 spaces provided	
122-695	Off-street loading space requirements	2,000-4,900 sq ft in gross floor area requires a 10' x 25' space.	N/A	Loading zone not provided.	The Planning Commission may waive this requirement.

Items to be addressed:

- 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 that screening plantings parallel to College Place ROW are 80% opacity and 3-4' high.
- The applicant shall provide a compliant loading space or receive a waiver from the Planning Commission.

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



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



Figure 10: W. Cross St. Sidewalk (April 24, 2025)



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



Figure 10: View of Accessory Structure (April 24, 2025)



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.

Items to be addressed: Site plans have already undergone detailed engineering and received 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. Minor amendments are needed.

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.	It does not appear that the developer is compliant with the proposed tree preservation plan submitted in 2022. There appears to be no fencing around the street trees along W. Cross, despite work being done on the sidewalk. The existing street trees within the Cross Street ROW may potentially die and will not be able to be replaced, considering the margin is too small. The developer may have to pay a fee-in-lieu or replant the trees elsewhere on the site.
122-632	Landscape elements	Plant materials must be of generally acceptable varieties and species	N/A	Tree/shrub species list	

		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.		provided in landscape plan.	
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.	The fence shall be confirmed to be 6' tall and at least 80% 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 are provided on W Cross to combine with 3 existing. 7 new street trees are proposed along College Place; however, they are not within the ROW due to conflicting utilities.	Three presently exist on W. Cross. The margin between the road and sidewalk is too small for street trees. The Planning Commission may waive the locational requirement or require a fee in lieu. The Planning Commission may waive the locational requirements for street trees along College Place.
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	N/A	41 shrubs are proposed.	

		must be in an area at least 4 feet in depth.			
		36 shrubs are required.			
122-638	Site landscaping	Site needs to be at least 10% landscaped, excluding ROWs	N/A	The site is 11% landscaped.	

Items to be addressed:

- New fencing abutting residential uses shall be confirmed to be 6' tall and at a minimum 80% opaque.
- The applicant shall confirm that DPW can approve the proposed street trees along W. Cross. In the event this is not possible, they shall pay a fee in lieu of the required trees or receive a waiver from the Planning Commission permitting the relocation elsewhere on site.
- The applicant shall receive a waiver from the Planning Commission permitting the relocation of street trees along College Place or pay a fee in lieu thereof.

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."

The applicant shall ensure that the proposed street trees are permissible where they are presently proposed with the DPW.

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. The reuse of an existing structure ensures preservation of embodied energy; however, 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

As mentioned above, Section 122-708 requires that PUD amendments undergo a complete rereview. The applicant is requesting 2 additional departures, which staff does not recommend approval of. With that said, the Planning Commission and City Council approved this development back in 2022 (without the monument sign and uplighting), which staff recommend approving.

Staff recommends Planning Commission recommend City Council **approve** the Planned Unit Development at 611 W. Cross St. with the following findings, waivers, and conditions:

Findings:

1. The PUD substantially complies with Sections 122-311, 122-702, and 122-706.
2. The initial PUD proposal, including departures 1, 2, 3, 4, 5, and 6, received approval from the City Council on July 12th, 2022.
3. The PUD amendment application submitted on March 24, 2025, included a request for two additional departures—Departures 7 and 8. These departures, however, do not contribute to a higher-quality development and are therefore not approved as part of this application.

Waivers:

1. The Planning Commission waives the 10-foot parking lot setback requirement for the parking lot adjoining residential properties.
2. The Planning Commission waives the locational requirement for the required street trees within the public right-of-way along W. Cross and College Place.
3. The Planning Commission waives the requirement of a loading zone per Section 122-695(a).

Conditions:

1. The applicant shall provide a wooden gate on the dumpster enclosure.
2. The applicant shall confirm the height of the dumpsters within the enclosure to ensure that the closure is at least 1' taller.
3. The applicant shall submit a revised lighting plan for administrative approval and confirm lighting is dark sky compliant.
4. The applicant shall submit a landscaping plan for administrative approval, compliant with Article VI, Divisions 3, 6, & 7.
5. If the required street trees cannot be placed within the right-of-way, staff shall approve an alternative, including, but not limited to, a fee in lieu or placement elsewhere on site.
6. The applicant shall receive all necessary approvals from the necessary departments and other required agencies.
7. The applicant shall pursue a lot combination of 611 W. Cross and 617 W. Cross Street.

Joshua Burns
City Planner, Community Services

CC File
 Applicant



**CITY OF YPSILANTI
PLANNING COMMISSION MEETING
DRAFT MINUTES
Wednesday, May 21st, 2025 @ 7:00 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197**

I. Call to Order | 7:01 PM

II. Roll Call

Matt Dunwoodie, Chair – Present
Michael Simmons, Vice-Chair – Present
Mike Davis Jr. – Present
Phil Hollifield – Excused Absence
Amanda Smith – Present (at 7:02 pm)
Carl Schier – Present
Brian Jones-Chance – Present
Michelle Marin – Present
Greg Woodring - Present

Motion to excuse the absence of Commissioner Hollifield.

--Moved by Simmons. Seconded by Jones-Chance. Yays – 7, Nays – 0, motion carries

III. Agenda Approval

May 21st, 2025, Agenda

***Proposal to move old business after new business made by Commissioner Davis Jr.*

Motion to amend the May 21st, 2025, agenda.

--Moved by Davis Jr. Seconded by Marin. Yays – 7, Nays – 0, motion carries

***Commissioner Smith arrives at 7:02 pm.*

IV. Approval of Minutes

April 16th, 2025, Planning Commission Draft Minutes

Motion to approve the April 16th, 2025, draft minutes as presented.

--Moved by Jones-Chance. Seconded by Simmons. Yays – 8, Nays – 0, motion carries

V. Public Comments

Motion to open public comments to the Planning Commission.

--Moved by Simmons. Seconded by Jones-Chance. Yays - 8, Nays -0, motion carries

No public comments occurred.

Motion to close public comments to the Planning Commission.

--Motion made by Jones-Chance. Seconded by Smith. Yays – 8, Nays – 0, motion carries.

VI. Committee Reports

Non-Motorized Advisory Committee (NMAC)

Commissioner Davis Jr. – Planning Commissioner and Liaison to NMAC

Commissioner Davis Jr. noted that the committee voted to amend their bylaws at their last meeting, which was on the May 2025 Planning Commission agenda for approval. NMAC plans to develop a community input outreach plan to assist in acquiring non-motorized data.

VII. Presentations

Capital Improvement Plan

Bonnie Wessler, Department of Public Works Director (DPW) – Wessler provided a presentation on the city’s capital improvement plan. She explained the planned infrastructure projects, their funding, and labeled them under the following categories:

1. Mandatory – Installation of sidewalk ADA ramps, staff protective equipment
2. Risk avoidance – Projects that address safety issues for Ypsilanti’s residents, workers, and visitors. This includes bridge repair/replacement, dam removal, and environmental remediation.
3. Cost avoidance – Projects that cost significant money now but will have a direct return on investment. This may include energy efficiency projects.
4. Strategic – Projects that address long-term community needs and goals identified in Shape Ypsilanti, the Parks and Recreation master plan, the Climate Action Plan, etc.
5. Added value – Projects that are generally considered “nice to have.” These projects do improve the city; however, they do not improve regulatory compliance, enhance public safety, save money, or further long-term strategic goals.

Commissioner Dunwoodie – Dunwoodie asked if the Planning Commission must vote on the capital improvement plan. Wessler stated that they do not. Marin mentioned that the Planning Enabling Act requires the Planning Commission to prepare the capital improvement plan. She asked if the city charter exempts the Planning Commission from preparing the capital improvement plan. Wessler mentioned that the former city manager, Darwin McClary, stated that the Planning Commission does not need to prepare the plan, hence why it has not been done for the last few years.

Motion to recommend approval of the capital improvement plan to the City Council.

--Moved by Jones-Chance. Seconded by --. Yays – 1, Nays – 0, motion fails

Commissioner Marin – Marin asked a few clarifying questions regarding the specifics of the plan and projects.

Commissioner Simmons – Simmons asked if there are any funds allocated to the maintenance of bike paths. He shared his concerns regarding the hazardous conditions resulting from the deteriorating conditions of bike paths/lanes. Wessler acknowledges that there are no funds for the maintenance of bike lanes and stated that the bike lanes were built to be unmaintainable. Simmons asked whether or not the city should have funds for the maintenance of bike lanes. Wessler stated that the money would need to come from the general fund, but that it is not a bad idea. Davis Jr. suggested that the city look to establish a local street millage after receiving a developer and paying off the debt of Water Street.

Commissioner Dunwoodie – Dunwoodie requested that staff provide more details on the capital improvement plan before having the Planning Commission vote on it.

***Presentation available on the city's YouTube channel.*

Ypsilanti Transit Center

Gretchen Johnson, Senior Project Manager for TheRide – Johnson provided a presentation going over the Ypsilanti Transit Center Reconstruction Project. She explained the project overview, progress, conceptual site development/renderings, and next steps.

Commissioner Dunwoodie – Dunwoodie asked what the plan is for the streetside facilities on Washington Street. Johnson mentioned that they wanted a bay for their non-fixed route services, such as ARide and FlexRide.

Commissioner Marin – Marin asked how many staff members may be at the transit center. Johnson mentioned there will be anywhere between 2-3, not including bus drivers. Marin followed up asking if the public areas will be open as long as the service is running. Johnson confirmed the public waiting areas will stay open, if possible, during service times.

Commissioner Woodring – Woodring mentions that the public restrooms are a great addition for that area of town. He inquires about the plan for the safety and sanitation of the facilities. Johnson mentioned that the bathrooms will not have drop ceilings and are designed in a format like airport bathrooms.

Commissioner Scheir – Schier inquired when the new transit station will open, and what plans are in place for operations when the present station is demolished. Johnson stated that the new station is planned to be open by 2028, with demolition of the current station taking place in 2027. There presently isn't a plan for operation once the present station is demolished.

Commissioner Simmons – Simmons asked what services would be provided at the new transit center. Johnson discussed that all services presently available will remain, and there may be possibilities in the future for getting your ID at the bus station.

Commissioner Dunwoodie – Dunwoodie appreciates the orientation of the transit station along N. Washington and Pearl St. He was a bit surprised that the staff parking lot and city parking lot were not proposed to be connected.

Commissioner Schier – Schier inquired about providing additional shelter for people utilizing the bus services. Johnson stated there is an interest in including more shelter; however, it would be expensive. Davis Jr. mentioned that there is a lot more indoor waiting space, meaning there is already more shelter being proposed for riders over what presently exists.

Commissioner Woodring – Woodring inquired about the larger janitorial burden provided by readily available public restrooms. Johnson mentioned TheRide is looking to expand their maintenance facilities, which by default, should provide all necessary staffing to maintain adequate public restrooms.

***Presentation available on the city's YouTube channel and within the Planning Commission Agenda Packet.*

VIII. New Business

PUBLIC HEARING: 915 W. Michigan Special Land Use and Site Plan Amendment

City Planner Burns - Burns provided a presentation discussing the proposed site plan and special use amendment for a marijuana retailer at 915 W. Michigan. The purpose of this amendment is to remove the green roof approved as part of the site plan back in November 2021. During the review of the new application, staff found that numerous conditions of approval were not completed; hence, those conditions remain on this application's conditions for approval.

Commissioner Marin – Marin inquired about the issuance of the CofO without all conditions of approval being addressed. Burns confirmed that a CofO was issued at the direction of the City Manager at the time. Marin further inquired if the dumpster enclosure was approved in its present location and if a circulation map was provided. Burns responded, stating the dumpster enclosure was approved in its present location and that he will need to inquire further about the circulation map. Marin then asked the owner about the amount spent on making the green roof work. Nickolas Calkins, Owner of Herbology, explained the cost, discussing the money spent on the roof to support the added weight, difficulties with the roof pitch, and issues with keeping the vegetation alive.

Motion to open public comments to the Planning Commission.

--Moved by Marin. Seconded by Woodring. Yays - 8, Nays -0, motion carries

No public comments occurred.

Motion to close public comments to the Planning Commission.

--Moved by Jones-Chance. Seconded by Smith. Yays - 8, Nays -0, motion carries

Commissioner Dunwoodie – Dunwoodie mentions that adding green space is a reasonable trade-off for the removal of the green roof. Additionally, relocating the dumpster enclosure does not seem overly onerous to the owner.

Commissioner Woodring – Woodring asked for clarification if the addition of green space would make up for the removal of the green roof. Staff confirmed that it would be the case. Woodring asked if the site plan would come back showing the location of new tree plantings. Dunwoodie mentioned that staff proposed administrative approval of a landscaping plan.

Commissioner Marin – Marin mentioned there are entire plan sheets are missing, hence why she would not be comfortable approving this application. Woodring and Simmons agree.

Commissioner Jones-Chance – Jones-Chance suggested that staff provide progress reports on applications conditionally approved. Simmons agrees.

Commissioner Dunwoodie. – Dunwoodie inquired about completion timelines. Burns confirmed that site plans expire within 1 year of approval without pulling building permits or after pulling building permits with no diligent work being pursued for 2 years. Burns also informed the commission that the municipal marijuana license may be withheld during the yearly renewal process if work is not being diligently pursued.

Motion to postpone for one month the site plan for the removal of the green roof at 915 W. Michigan Avenue, subject to the following:

1. The applicant provides a landscaping plan.
2. **Remove the one-month time limit. (Friendly Amendment)
3. **Provide a landscaping and lighting plan. (Friendly Amendment)

***Both friendly amendments provided by Commissioner Marin, accepted by Commissioner Woodring*

--Motion made by Woodring. Seconded by Marin. Yays – 6, Nays – 2, motion carries.

Matt Dunwoodie, Chair – Oppose
Michael Simmons, Vice-Chair – Support
Mike Davis Jr. – Support
Amanda Smith – Support
Carl Schier – Support
Brian Jones-Chance – Oppose
Michelle Marin – Support
Greg Woodring – Support

Motion to postpone action on the special use until the applicant receives site plan approval.

--Motion made by Marin. Seconded by Schier. Yays – 7, Nays – 1, motion carries.

Matt Dunwoodie, Chair – Support
Michael Simmons, Vice-Chair – Support
Mike Davis Jr. – Support
Amanda Smith – Support
Carl Schier – Support
Brian Jones-Chance – Oppose

Michelle Marin – Support
Greg Woodring – Support

PUBLIC HEARING: 611 W. Cross Planned Unit Development Amendment

City Planner Burns - Burns provided a presentation discussing the proposed amendment to a planned unit development at 611 and 617 W. Cross St, which was initially approved by the City Council on July 12th, 2022. The purpose of this amendment is to review 2 additional departures from the zoning ordinance to permit a monument sign and uplighting for sign illumination. In addition to the amendment proposal, Burns discussed additional concerns, including dumpster specs, street tree plantings, parking lot screening, and the lack of a loading zone.

Commissioner Davis Jr – Davis Jr. confirmed with Burns that the recommendation is to approve all of the previously approved departures from the zoning ordinance, but not the departures for the monument sign or uplighting.

Commissioner Marin. – Marin confirmed with Burns that the denial of this application would permit the applicant to continue with the project they previously were approved to do; however, they will not be permitted to have a monument sign or uplighting.

Commissioner Davis Jr – Davis Jr. inquired about the ITMs shown on the plans. Marin mentioned that, unlike an ATM, which is automatic, an ITM is interactive.

David Nims, Project Architect – Hobbs+Black Architects, Nims mentioned that the monument sign was included on the application back in 2022; however, the departure was never requested. He states that in his view, the monument sign was already approved despite there being no departures. He claimed the proposed uplighting would be dark sky compliant since it would only illuminate the sign.

Thom Phillips, Project Architect – Hobbs+Black Architects, Thom points out that the LED lights are 2 inches x 3 inches.

Commissioner Davis Jr – Davis Jr. asked the applicant if the monument sign was not approved, what is the plan for signage? Nims mentioned the sign was already approved in their eyes. Burns added that freestanding signs are not permitted in the Center zoning district, hence why a departure is needed. Marin pointed out that the previous plans did show a monument sign, and that not including a departure was a procedural error. Davis Jr. and Simmons agree.

Commissioner Davis Jr – Davis Jr. mentioned that the renderings fail to include the numerous utilities in the area. He asked the applicant if the monument sign would be flush against the right of way or setback. Nims mentioned it would be set back from the lot line.

Motion to open public comments to the Planning Commission.

--Moved by Simmons. Seconded by Smith. Yays - 8, Nays -0, motion carries

No public comments occurred.

Motion to close public comments to the Planning Commission.

--Moved by Simmons. Seconded by Jones-Chance. Yays - 8, Nays -0, motion carries

Commissioner Davis Jr – Dunwoodie mentions that he does not see a compelling case for permitting a monument sign in the Center district, but he is swayed to approve the monument sign since it was already part of the previously approved site plan. Davis Jr. adds that the city does not have legal standing. Dunwoodie acknowledges that the Planning Commission needs to formalize the approval or denial of the sign permit due to possible legal issues.

Commissioner Jones-Chance – Jones-Chance states that the sign was already approved and that it would be hard to convince a judge that the sign was never approved since it was included as the approved plan set back in 2022.

Commissioner Dunwoodie – Dunwoodie mentions that the current/proposed development already does not comply with the standards required in the Center district, and that the development standard with the monument sign reflects a style compliant with the Corridor districts.

Commissioner Jones-Chance – Jones-Chance asked if uplighting is considered dark sky compliant. Marin responded that dark sky compliance would follow guidelines rather than a formal standard.

Commissioner Simmons – Simmons asked the applicant if they ultimately needed the light. Dunwoodie mentioned that if there is a lighting plan that confirms dark sky compliance, then lighting wouldn't be an issue.

Commissioner Marin – Marin stated that the language requiring a lighting plan should simply require compliance with Section 122-609 of the zoning ordinance.

Commissioner Smith – Smith suggests approving the monument sign while acknowledging the clerical error.

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

Findings:

1. The PUD substantially complies with Sections 122-311, 122-702, and 122-706.
2. The initial PUD proposal, including departures 1, 2, 3, 4, 5, and 6, received approval from the City Council on July 12th, 2022. **Departure 7 received approval, although, was not named Departure 7 in 2022.
3. The PUD amendment application submitted on March 24, 2025, included a request for two additional departures—Departures 7 and 8. Departure 8, however, does not contribute to a higher-quality development and is therefore not approved as part of this application.

***Friendly amendment provided by Commissioner Marin. Commissioner Davis Jr. accepted the friendly amendment; however, he further amended that finding.*

Waivers:

1. The Planning Commission waives the 10-foot parking lot setback requirement for the parking lot adjoining residential properties.
2. The Planning Commission waives the locational requirement for the required street trees within the public right-of-way along W. Cross and College Place.
3. The Planning Commission waives the requirement of a loading zone per Section 122-695(a).

Conditions:

1. The applicant shall provide a wooden gate on the dumpster enclosure.
2. The applicant shall confirm the height of the dumpsters within the enclosure to ensure that the enclosure is at least 1' taller.
3. The applicant shall submit a landscaping plan for administrative approval, compliant with Article VI, Divisions 3, 6, & 7.
4. If the required street trees cannot be placed within the right-of-way, staff shall approve an alternative, including, but not limited to, a fee in lieu or placement elsewhere on site.
5. The applicant shall receive all necessary approvals from the necessary departments and other required agencies.
6. The applicant shall pursue a lot combination of 611 W. Cross and 617 W. Cross Street.
7. **The applicant shall submit a revised lighting plan for administrative approval and confirm that the plan is compliant with Section 122-609 and is dark sky compliant.

***Amendment provided by Commissioner Davis Jr.*

--Motion made by Davis Jr. Seconded by Simmons. Yays – 5, Nays – 3, motion carries.

Matt Dunwoodie, Chair – Oppose
Michael Simmons, Vice-Chair – Support
Mike Davis Jr. – Support
Amanda Smith – Oppose
Carl Schier – Support
Brian Jones-Chance – Oppose
Michelle Marin – Support
Greg Woodring – Support

**Commissioners Dunwoodie, Smith, and Jones-Chance were all in support of Departure 8, hence their opposition to the motion.*

Non-Motorized Advisory Committee (NMAC) Bylaws

Commissioner Davis Jr. – Davis explained that city staff recommended the Non-Motorized Advisory Committee bylaws be amended to include a maximum number of committee members. NMAC voted to establish a minimum membership of 3 and a maximum membership of 9.

Commissioner Dunwoodie – Dunwoodie inquired about what would happen if the committee did not have 3 members. Davis Jr. explained that they would then be unable to meet. Davis Jr.

further explained that the committee presently has 3 members, due to a member relocating to Ypsilanti Township.

Commissioner Simmons – Simmons asked if relocation to the township renders them ineligible to be on the committee. Davis Jr. confirms that is the case.

****Note:** Members of all boards and commissions in the City of Ypsilanti must be residents of the city for a minimum of 2 years per city code.

Motion to approve the amended bylaws for the Non-Motorized Advisory Committee:

--Motion made by Simmons. Seconded by Marin. Yays – 8, Nays – 0, motion carries.

Matt Dunwoodie, Chair – Support
Michael Simmons, Vice-Chair – Support
Mike Davis Jr. – Support
Amanda Smith – Support
Carl Schier – Support
Brian Jones-Chance – Support
Michelle Marin – Support
Greg Woodring – Support

****The Planning Commission took a short break from 9:20 pm to 9:25 pm.**

IX. Old Business

Dark Sky Compliance Ordinance

City Planner Burns – Burns discussed the amendments made to Section 122-609, specifically the purpose section, window outlining, indoor lighting, and ornamental lighting.

Commissioner Davis Jr. – Davis Jr. suggested changing the language in Section 122-609(b)(1) to specify that interior lighting “designed to be seen from the exterior,” shall be compliant with the standards in 122-609.

Commissioner Dunwoodie – Dunwoodie mentioned the two other discussion points touching on the topic of additional prohibitions or establishing nighttime hours. Simmons suggests establishing the hours from dusk and dawn. He does highlight that enforcement of this provision would be challenging. Davis Jr. doesn’t believe we need to establish nighttime hours.

City Planner Burns – Burns briefly went over the proposed definitions and asked the Planning Commission if any additional terms should be defined. Marin suggested defining glare.

City Planner Burns – Burns briefly went over existing language, mentioning lighting, for temporary mobile food concessions, temporary mobile healthcare establishments, and medical marijuana home occupation. The Planning Commission was interested in amending language for the temporary mobile food concessions and healthcare to simply require

compliance with Section 122-609, and leaving the language as/is for the medical marijuana home occupation.

City Planner Burns – Burns provided a presentation discussing the sign illumination and showing example ordinances from Lansing, Ann Arbor, and Holland Charter Township. The Planning Commission directed staff to propose sign illumination language for next month.

X. Public Comments

Motion to open public comments to the Planning Commission.

--Moved by Marin. Seconded by Woodring. Yays - 8, Nays -0, motion carries

No public comments occurred.

Motion to close public comments to the Planning Commission.

--Motion made by Smith. Seconded by Marin. Yays – 8, Nays – 0, motion carries.

XI. Adjournment | 10:10 pm

Motion to adjourn.

--Motion made by Marin. Seconded by Woodring. Yays – 8, Nays – 0, motion carries.

***The recording of the May 2025 Planning Commission meeting can be found here at this link: [May 2025 Planning Commission Meeting](#)*



REQUEST FOR LEGISLATION
June 17, 2025

For: Mayor and City Council

From: Tracey Boudreau, City Clerk

Subject: Resolution No. 2025-114 Approving the minutes of the meeting of June 3, 2025.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Resolution No 2025-114 Minutes
2. City Council Meeting Minutes- June 3, 2025

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 17, 2025

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2025-114
June 17, 2025

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of the June 3, 2025 Regular City Council Meeting be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**MINUTES
REGULAR COUNCIL MEETING
7:00 PM - Tuesday, June 3, 2025
Council Chambers
One South Huron, Ypsilanti, MI 48197**

I. CALL TO ORDER

Mayor Brown called the meeting to order at 7:01 p.m.

II. ROLL CALL

Present: Mayor Pro- Tem Wilcoxen, Mayor Brown, Council Member Fellows, Council Member Tooson, Council Member Simmons, Council Member McLean, Council Member King
Absent: NONE

III. A MOMENT TO CENTER AND FOCUS

IV. AGENDA APPROVAL

The agenda was approved as presented.

V. PUBLIC COMMENT - 45 MINUTES TOTAL (3 MINUTES/EACH SPEAKER)

19 Members of the public spoke.

VI. PRESENTATIONS

A. Ypsi Transit Center Reconstruction Project Update

VII. RESOLUTIONS/MOTIONS/DISCUSSIONS

A. Resolution No. 2025-105 Approving the minutes of the May 20, 2025 Regular City Council Meeting.

Council Member Tooson moved to approve Resolution No. 2025-105, Approving the minutes of the May 20, 2025, Regular City Council Meeting. Council Member McLean seconded the motion.

Yes: (7) Mayor Brown, Council Member Fellows, Council Member Tooson, Council Member Simmons, Council Member McLean, Council Member King, Mayor Pro-Tem Wilcoxen

No: (0) None

Absent: (0) None

VOTE: Carried

B. Resolution No. 2025-106, authorizing the City Treasurer to levy and assess the Summer 2025 Special Assessments.

Council Member Fellows moved to Approve Resolution No. 2025-106, authorizing the City Treasurer to levy and assess the Summer 2025 Special Assessments, as presented. Mayor Pro- Tem Wilcoxen seconded the motion.

Yes: (7) Council Member Fellows, Council Member Tooson, Council Member Simmons, Council Member McLean, Council Member King, Mayor Pro-Tem Wilcoxen, Mayor Brown

No: (0) None

Absent: (0) None

VOTE: Carried

C. Resolution No. 2025-107 Adopting Ordinance No. 1445 Entitled "An Ordinance to Amend Budget Appropriations by Department and Major Organizational Unit for the Fiscal Years 2024-2025 and 2025-2026" upon second and final reading, as amended.

-Resolution 2025-107a Authorizing the implementation of a proposed department-wide budget cut scenario.

-Resolution 2025-107b To align public safety millage funds with equity and community health priorities in Ypsilanti.

-Resolution 2025-107c To establish equitable compensation for Ypsilanti City Council Members, Mayor Pro Tem, and Mayor.

-Resolution 2025-107d To amend the budget to add a Public Safety and Health Assessment and

Plan.

Council Member McLean moved to amend Resolution No. 2025 -107 Adopting Ordinance No. 1445 Entitled "An Ordinance to Amend Budget Appropriations by Department and Major Organizational Unit for the Fiscal Years 2024- 2025 and 2025- 2026" upon second and final reading as amended. Council Member Tooson seconded the motion.

Council Member McLean moved to amend the following expenditure reductions and revenue enhancements: Building Maintenance (-\$5,000), Referral Bonus (-\$10,000), Police Professional Development (-\$20,000), Police Captain to Police Officer (-\$36,327), Streetlights (-\$1,000), Grant Manager/ Contractual Services (-\$25,000), Transfer to 226- Garbage Fund (-\$106,000), Office Supplies CM (-\$1,000), Boards and Commissions (-\$5,000), Office Supplies CC (-\$3,000), Conferences (-\$4,000), Digitization (-\$10,000), for a total Expenditure Reduction of (-\$226,327) with a Revenue change, Investment Income (\$250,000), for a total revenue increase of \$250,000, for a \$476,327 Net Reduction to deficit.

Council Member McLean moved for a friendly amendment, removing the Grant Manager/ Contractual Services (-\$25,000).

Council Member Fellows moved for a friendly amendment for Council Member McLean to withdraw this budget amendment plan because it does not include several of the smaller ticket items that have been presented. Council Member McLean was not open to removing this budget amendment plan, but was open to augmenting it with other things, and amending the amendment.

Council Member King moved for a friendly amendment, adding Litigation (-\$40,000). Council Member McLean accepted the amendment for a total Expenditure Reduction of (-\$266,327) with a Revenue change, Investment Income (\$250,000), for a total revenue increase of \$250,000, for a \$476,327 Net Reduction to deficit.

Council Member Wilcoxon moved for a friendly amendment, adding (\$15,000) for a total of (-\$25,000) for digitization. Amendment accepted for a total Expenditure Reduction of (-\$281,327) with a Revenue change, Investment Income (\$250,000), for a total revenue increase of \$250,000, for a \$481,327 Net Reduction to deficit.

Council Member King moved for a friendly amendment, leaving conferences at (-\$5,000) instead of (-\$4,000). Amendment accepted for a total Expenditure Reduction of (-\$280,327) with a Revenue change, Investment Income (\$250,000), for a total revenue increase of \$250,000, for a \$480,327 Net Reduction to deficit.

Council Member Fellows moved for a friendly amendment for Community Promotion (-\$1,000), Building Maintenance (-\$10,000), PT Record Clerk Elimination added back (\$30,909), Fee waiver (-\$5,000), Office Supplies CC (-\$5,000). Amendment accepted for a total Expenditure Reduction of (-\$258,327) with a Revenue change, Investment Income (\$250,000), for a total revenue increase of \$250,000, for a \$508,327 Net Reduction to deficit.

Council Member McLean moved to Approve Resolution No. 2025-107a Authorizing the implementation of a proposed department-wide budget cut scenario, as amended. Community Promotion (-\$1,000), Building Maintenance (-\$10,000), Litigation (-\$40,000), Longevity Pay (-\$7,000), Referral Bonus (-\$10,000), Police Professional Development (-\$20,000), Repair and Maintenance (-\$1500), Membership and Dues (-\$4,500), Police Captain to Police Officer (-\$36,327), Streetlights (-\$1,000), Fee Waivers (-\$5,000), Transfer to 226- Garbage Fund (-\$106,000), Office Supplies CM (-\$1,000), Boards and Commissions (-\$5,000), Office Supplies CC (-\$5,000), Conferences (-\$5,000), with \$250,000 investment income, for a \$508,327 Net Reduction to deficit. Council Member Tooson seconded the motion.

Yes: (7) Council Member Tooson, Council Member Simmons, Council Member McLean, Council Member King, Mayor Pro-Tem Wilcoxon, Mayor Brown, Council Member Fellows

No: (0) None

Absent: (0) None

VOTE: Carried

Mayor Pro-Tem Wilcoxon moved to extend the meeting until 11:00 p.m. Council Member King seconded the motion. On a voice vote, the motion carried to extend the meeting until 11:00 p.m.

Council Member Fellows moved to amend Resolution No. 2025 -107, to include 3x police officers eliminations at (-\$369,000). Council Member Simmons seconded the motion.

Council Member Wilcoxon moved for a friendly amendment to change 3x police officers eliminated to 1x police officers eliminated at (-\$123,000). Accepted

Council Member Fellows moved to Amend Resolution No. 2025-107, to include 1x police officer eliminated at (- \$123,000). Council Member Simmons seconded the motion.

Yes: (2) Council Member Simmons, Council Member Fellows
No: (5) Council Member McLean, Council Member King, Mayor Pro-Tem Wilcoxon, Mayor Brown,
Council Member Tooson

Absent: (0) None

VOTE: Failed

Mayor Pro- Tem Wilcoxon moved to amend Resolution No. 2025 -107, to remove GF Transfer to Yard Waste (- \$367,000). Council Member Simmons seconded the motion.

Council Member Simmons moved for a friendly amendment, to change the budget amount to (-\$183,800.50).
Mayor Pro- Tem Wilcoxon rescinded the motion to amend.

Council Member Fellows moved to Approve a motion for Resolution No. 2025-107b, To align public safety millage funds with equity and community health priorities in Ypsilanti. Mayor Pro- Tem Wilcoxon seconded the motion.

Yes: (7) Mayor Brown, Council Member Fellows, Council Member Tooson, Council Member
Simmons, Council Member McLean, Council Member King, Mayor Pro-Tem Wilcoxon

No: (0) None

Absent: (0) None

VOTE: Passed

Mayor Pro-Tem Wilcoxon moved to extend the meeting until 12:00 a.m. (midnight). Council Member Tooson seconded the motion. On a voice vote, the motion carried to extend the meeting until 12:00 a.m. (midnight)

Council Member Fellows moved to Approve Resolution No. 2025-107c, To establish equitable compensation for Ypsilanti City Council Members, Mayor Pro Tem, and Mayor. Council Member King seconded the motion.

Yes: (3) Council Member Simmons, Council Member King, Council Member Fellows
No: (4) Council Member Tooson, Council Member McLean, Mayor Pro-Tem Wilcoxon, Mayor
Brown

Absent: (0) None

VOTE: Failed

Council Member McLean moved to TABLE Resolution No. 2025-107d, until after Resolution 2025-108. Council Member Tooson seconded the motion.

Yes: (7) Mayor Pro-Tem Wilcoxon, Mayor Brown, Council Member Fellows, Council Member
Tooson, Council Member Simmons, Council Member McLean, Council Member King

No: (0) None

Absent: (0) None

VOTE: Carried

Council Member Tooson moved to remove Resolution 2025-107d from the table. Council Member McLean seconded the motion.

Yes: (7) Council Member Simmons, Council Member McLean, Council Member King, Mayor Pro-
Tem Wilcoxon, Mayor Brown, Council Member Fellows, Council Member Tooson

No: (0) None

Absent: (0) None

VOTE: Carried

Council Member Simmons moved to Approve Resolution No. 2025-107d, To amend the budget to add a Public Safety and Health Assessment and Plan as presented. Mayor Pro- Tem Wilcoxon seconded the motion.

Yes: (7) Council Member McLean, Council Member King, Mayor Pro-Tem Wilcoxon, Mayor Brown,
Council Member Fellows, Council Member Tooson, Council Member Simmons

No: (0) None

Absent: (0) None

VOTE: Carried

Mayor Pro- Tem Wilcoxen moved to amend Resolution No. 2025 -107 to include an amendment for capital improvements for the Senior Center (\$30,000). Council Member McLean seconded the motion. Staff requested a friendly amendment that the funds be a contractual line item in the 101- general fund. Amendment accepted by Mayor Pro-Tem Wilcoxen.

Yes: (7) Council Member King, Mayor Pro-Tem Wilcoxen, Mayor Brown, Council Member Fellows, Council Member Tooson, Council Member Simmons, Council Member McLean

No: (0) None

Absent: (0) None

VOTE: Carried

Council Member Tooson moved to extend the meeting until 1:00 a.m. Council Member TKing seconded the motion. On a voice vote, the motion carried to extend the meeting until 1:00 a.m.

Council Member McLean moved to amend Resolution No. 2025 -107 Adopting Ordinance No. 1445, to include Budget Amendment PM#1, (1) that the city manager budget be increased by \$20,000 in fiscal year 2025-26; and (2) That the additional \$20,000 in the city manager budget be designated to support grants for businesses and property owners who suffer significant financial losses due to crime or vandalism in DDA districts on or after May 1, 2025. The grants would be to offset repair costs borne by the business or property owner, which are over and above any coverage from insurance payments. Grants would be provided on a first-served basis and are limited to \$2,500 or the actual uninsured cost of the repairs, whichever is less. Supported by Council Members Tooson.

Yes: (1) Council Member McLean

No: (6) Mayor Brown, Council Member Fellows, Council Member Tooson, Council Member Simmons, Council Member King, Mayor Pro-Tem Wilcoxen

Absent: (0) None

VOTE: Failed

Council Member McLean moved to amend Resolution No. 2025 -107 Adopting Ordinance No. 1445, to include Budget Amendment PM#4, to establish a Department of Forestry from the anticipated revenues from investment income, with a budget of \$110,000. Mayor Pro- Tem Wilcoxen seconded the motion.

Yes: (4) Mayor Brown, Council Member McLean, Mayor Pro-Tem Wilcoxen, Council Member Tooson

No: (3) Council Member Fellows, Council Member Simmons, Council Member King

Absent: (0) None

VOTE: Carried

Council Member McLean moved to amend Resolution No. 2025 -107 Adopting Ordinance No. 1445, to include Budget Amendment PM#3, to establish Ypsilanti Tree Fund, to be maintained by the city to collect contributions for the purchase and planting of trees. Any interests accruing from the investment of such moneys shall be retained in the fund. Supported by Council Member _____.

Yes: (7) Council Member King, Mayor Pro-Tem Wilcoxen, Mayor Brown, Council Member Fellows, Council Member Tooson, Council Member Simmons, Council Member McLean

No: (0) None

Absent: (0) None

VOTE: Carried

Resolution No. 2025 -107 Adopting Ordinance No. 1445 Entitled "An Ordinance to Amend Budget Appropriations by Department and Major Organizational Unit for the Fiscal Years 2024- 2025 and 2025- 2026" upon second and final reading, as amended.

Yes: (7) Council Member Simmons, Council Member McLean, Council Member King, Mayor Pro-Tem Wilcoxen, Mayor Brown, Council Member Fellows, Council Member Tooson

No: (0) None

Absent: (0) None

VOTE: Carried

D. Resolution No. 2025-108 Authorizing to renew the contract, for a five-year period, with Stevens Disposal and that the Mayor and City Clerk are authorized to sign this contract, subject to review by the City Attorney.

Mayor Pro- Tem Wilcoxon moved to Approve Resolution No. 2025-108 Authorizing to renew the contract, for a five-year period, with Stevens Disposal and that the Mayor and City Clerk are authorized to sign this contract, subject to review by the City Attorney, as presented. Council Member Tooson seconded the motion.

Yes: (5) Council Member Tooson, Council Member McLean, Council Member King, Mayor Pro-Tem Wilcoxon, Mayor Brown

No: (1) Council Member Fellows

Absent: (1) Council Member Simmons (Absent during vote 11:50pm)

VOTE: Carried

Mayor Pro-Tem Wilcoxon moved to extend the meeting until 12:30 a.m. Council Member Tooson seconded the motion. On a voice vote, the motion carried to extend the meeting until 12:30 a.m.

E. City Council Retreat Questionnaire Discussion

This discussion was moved to the next agenda.

F. Submitting FOIA Appeal on behalf of Charles Blackwell and Resolution No. 2025-109 granting or denying the request.

Mayor Pro- Tem Wilcoxon moved to Table the rest of the agenda after Resolution No. 2025-109 to a future agenda. Council Member Tooson seconded the motion.

Yes: (6) Council Member King, Mayor Pro-Tem Wilcoxon, Mayor Brown, Council Member Fellows, Council Member Tooson, Council Member McLean

No: (1) Council Member Simmons

Absent: (0) None

VOTE: Carried

Council Member King moved to approve Resolution No. 2025-109, granting the FOIA Appeal of Charles Blackwell. Mayor Pro- Tem Wilcoxon seconded the motion.

Yes: (0) None

No: (5) Council Member Fellows, Council Member Simmons, Council Member McLean, Council Member King, Mayor Pro-Tem Wilcoxon

Absent: (0) None

Abstained (2) Council Member Tooson, Mayor Brown

VOTE: Failed/ Denied Request

Mayor Brown adjourned the meeting at 1:06 a.m.

VIII. BOARD AND COMMISSION - LIAISON REPORTS

A. Police Advisory Commission

B. Human Relations Commission

C. Parks and Arts Commission

D. Sustainability Commission

E. Historic District Commission

F. Planning Commission

G. Zoning Board of Appeals

IX. LIAISON REPORTS

- A. SEMCOG Update**
- B. Washtenaw Area Transportation Study**
- C. Urban County**
- D. Ypsilanti Downtown Development Authority**
- E. Friends of Rutherford Pool**

X. COUNCIL PROPOSED BUSINESS

XI. COMMUNICATIONS FROM THE MAYOR

XII. COMMUNICATIONS FROM THE CITY MANAGER

XIII. COMMUNICATIONS

XIV. PUBLIC COMMENT - CONTINUED (3 MINUTES/EACH SPEAKER)

XV. REMARKS FROM THE MAYOR

XVI. ADJOURNMENT

- A. Resolution No. 2025-, adjourning the City Council Meeting.**
Mayor Brown adjourned the meeting at 1:06 a.m.
- 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.**

[MIN_FOOT]



REQUEST FOR LEGISLATION
June 17, 2025

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Resolution No. 2025-115 Approving the request to waive park rental fees in the amount of \$1,435 for the 2025 4th Annual Stop the Gun Violence Community Outreach event.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION:

ATTACHMENTS:

1. RFL - Request for Fee Waiver Stop the Gun Violence Community Outreach 6-7-2025
2. Resolution - Stop the Gun Violence Community Outreach 6-7-2025
3. Stop the Gun Violence Rally 6-7-2025 Fee Proposal
4. Stop The Gun Violence Rally 6-7-2025 Fee Waiver Request
5. Stop the Gun Violence Rally 6-7-2025 Application

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 17, 2025

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION
May 28, 2025

FROM: Wendy Estey, Special Events Coordinator

SUBJECT: Application for Fee Waiver of Park Rental Fees
2025 Stop the Gun Violence Community Outreach, June 7, 2025

SUMMARY & BACKGROUND:

Power of Predestiny Ministries, a local nonprofit youth organization, and the organizer for this year's 4th annual Stop the Gun Violence Community Outreach event on June 7th at Prospect Park, has requested that the city waive the park rental fees for this year's event. According to the Special Events Policy, "the City may jointly sponsor certain events with other organizations when City Council determines that the event is of general interest to the public and advances the City's public image. The City will provide financial support to these events as determined in the annual budget appropriation. These events must meet the other requirements of the Special Events Policy and must reimburse the City for any costs in excess of the support level authorized by the budget appropriation."

Many families are being taken through the horrific events of losing, being threatened, or harmed by gun violence. There are organizations who assist in many ways. They are not alone in their pain, and they need access to information, resources and funding that is currently available to them. Organizations are coming to share information for trainings and classes to assist the complete family. The U of M Mammogram Mobile Unit will be on site to assist people with testing.

The event organizers share that they will advertise the City's sponsorship for the event by many social media apps, print and definitely word of mouth, because to Power of Predestiny Ministries it is and has been such an honor to have the support from the City of Ypsilanti through the years.

This resolution allows the City of Ypsilanti to lend support to the organizers of this year's Stop the Gun Violence Community Outreach 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:

FINANCE DIRECTOR APPROVAL: _____



Resolution No. 2025-115
June 17, 2025

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

WHEREAS, this year the 4th annual Stop the Gun Violence Community Outreach event took place Saturday, June 7th at Prospect Park; and

WHEREAS, Stop the Gun Violence Community Outreach's event organizer is requesting that the City waive the park rental fees for the 2025 event; and

WHEREAS, City Council agrees that waiving the park rental fees for Stop the Gun Violence Community Outreach's event would be in the general interest of the public and advance the City's public image;

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the request to waive the park rental fees of \$1,435 for the 2025 4th Annual Stop the Gun Violence Community Outreach event.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



Stop the Gun Violence Community Outreach

Saturday, June 7,
2025

PROPOSAL

ACCOUNT: Power of Predestiny Ministries Inc.
P.O.P.

CONTACT: Edna Girma

EMAIL: predestiny177@gmail.com

PHONE: (810) 882-9691

ADDRESS: 1383 Concord Drive
Ypsilanti, MI 48198

SALES MANAGER: Wendy Estey

EMAIL: westey@cityofypsilanti.com

PHONE: (734) 482-9825

EVENT SUMMARY

Location	Date	Time	Areas	Event Type	Guests
City of Ypsilanti Parks Special Events	6/7/ 2025	12:00 pm - 5:00 pm	Prospect Park	Miscellaneous Rental	75

ROOM RENTAL

		Price	Total
1	Special Events Application Fee	\$35.00	\$35.00
1	Class 2 Event Fee	\$350.00	\$350.00
1	Class 2 Event Security Deposit (Refundable)	\$500.00	\$500.00
1	Class 2 Event Electricity Turn-on Fee	\$50.00	\$50.00
1	Noise Permit Noon to 4 p.m.	\$150.00	\$150.00
1	Local Street Closure Permit (per street/per day) (Oak Street)	\$350.00	\$350.00

ESTIMATED BILLING

Noise Permit Noon to 4 p.m. Event sponsors are responsible for obtaining any necessary music or other intellectual property licenses associated with their event.

Street Closure Oak Street.

Volunteer security will peacefully escort those causing disruptions.

A cleanup crew will be assigned to clean up after the event. Electricity requested at pavilion.

Liability insurance in the amount of \$500,000 per occurrence naming the City of Ypsilanti as additionally insured is required for this Class 2 Event.

		Total
Room Rental		\$1,435.00
Subtotal		\$1,435.00
Credit Card Fee	4.0%	\$57.40
Grand Total		\$1,492.40
Estimated Amount Due		\$1,492.40



Special Event Fee Waiver Request

Please complete the form below and submit to the Special Events Coordinator Wendy Estey at westey@cityofypsilanti.com for submission to and consideration by the City Manager.

The City may provide support to Special Events on the following basis.

1. The event is completely open and free to members of the public, with no entry fee charged.
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.

Event Name: 4th Stop The Gun Violence Community Outreach

Event Start Date: 6/7/25

Event Location: Prospect Park

Event Organizer: Power of Predestiny Ministries P.O.P.

Event Contact Person: _____

First Name: Edna

Last Name: Girma

Phone Number: 810 882-9691

Email: predestiny177@gmail.com

How is this event of general interest to the public?

Many families are being taken through the horrific events of losing, being threatened, or harmed by gun violence. There are organizations who assist in many ways. They are not alone in their pain they need to know information, resources and funding available to them before it's stopped by the new administration in Washington DC. Debbie Dingell is coming for the 3rd year to speak and listen to the community on how together we can attempt to put an end or dent in this horrible crime. Organizations are coming sharing information for trainings and classes to assist the complete family. The U of M Mammogram Mobile Unit will be on site to persuade being tested.

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

The City of Ypsilanti is being advertised for sponsoring this event by many social media apps., Print and definately word of mouth because to Power of Predestiny Ministries it is and has been such an honor having the support from The City of Ypsilanti through the years.

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.

Edna Girma

5/19/25

Estey, Wendy

From: noreply@civicplus.com
Sent: Wednesday, May 7, 2025 12:37 PM
To: Estey, Wendy; Lorrie Thomas
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** Power of Predestiny Ministries P. O. P

Street Address 949 W. Clark rd

City Ann Arbor

State Michigan

Zip Code 48103

Phone 8108829691

Fax *Field not completed.*

Organization Website www.powerofpredestiny.com

Form of Ownership A Nonprofit

**Applicant Organization
is** Nonresident

**Brief Description of
Organization or
Applicant (350
characters or less)** P.O.P. is a nonprofit youth organization that has in and out of school programs. Since Covid-19 we focus on the community as a whole. Specifically the 48197/98 zip codes.

**Person(s) Principally
Responsible for Event** Edna Girma

Title Administrator

Contact Number 8108829691
Email joygirma177@gmail.com

Event Info

Proposed date of event 6/7/2025

Will it be a recurring event weekly, biweekly, monthly, etc? Yes

If recurring, how often? Other

Proposed Location Prospect Park

Event set up time 11:00

Event start time 12:00

Additional days required for set up None

Event end time 4:00pm

Event break down time 1 hour

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... 6/6/2026

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

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 3 Event (\$600 per day)

Total # of Participants
Expected 75

Full Description &
Purpose of Event
(include all activities,
attach additional
documents if
necessary) Survivors of gun violence gather to honor and remember their loved ones. Organizations come to give information and resources to assist the community they may not be aware of. P.O.P. partnering with Moms Demand Action also includes the first weekend of June as WEAR ORANGE. Worn because hunters wear Orange in the woods, saying don't shoot me. Debbie Dingell will attend for the 3rd. year, she survivors and organizations speak. This event was created for my nephew Von Cratic who was shot and killed on Thanksgiving morning in 2021.

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 No
prepared, distributed, or
sold at event?

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

Alcohol Training

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

Parking

(City of Ypsilanti Special Events Policy, Section 4.1)

Attach a detailed description of the parking available *Field not completed.*

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

Street Closure

Street Closure

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

Does your event require a street closure? Yes

Note

Major street closure permits are \$1,500/per street/per day.

Local street permits are \$350/street/day.

List the local street(s)
you would like closed,
including cross streets

We are requesting Oak Street to be closed down next to the
park for the U of M Mammogram Mobile Unit, due to the length
of the vehicle.

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? Yes

List the name and contact information for the private security company NA

Describe your plan for ejecting Volunteer security will peacefully escort them from the event.

unruly/disorderly
persons from the event

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 Portable Tables
any of the following ?
(check all that apply)

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 No
used at the event?

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

What type of sound will Stereo Equipment, Disc Jockey
be at the event? (check
all that apply)

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.

Event sponsors are responsible for obtaining any necessary music or other intellectual property licenses associated with their 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? Yes

If yes, how many portable restrooms are you supplying? 2

Trash

(City of Ypsilanti Special Events Policy, Section 4.1)

Penalties will be assessed for the event site not being restored to its original condition. If trash or other event-related debris is left anywhere but inside a designated trash receptacle, a charge may be incurred for site clean-up.

Do you intend to provide your own trash receptacles? Yes

If yes, how many trash receptacles do you intend to provide? Field not completed.

Provide the trash disposal plan for your event The cleanup crew will handle this.

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)

Electricity, Street Closure Permit

Other

Str

City Services Requested

(City of Ypsilanti Special Events Policy, Section 5.1)

Check all that apply

Traffic Control Plan

City Equipment Requested

(City of Ypsilanti Special Events Policy, Section 5.3)

Check all that apply

Electricity (Riverside and Frog Island)

Attestation

(City of Ypsilanti Special Events Policy, Attachment D)

As applicable to event, applicant understands and agrees to comply with City

4TH STOP THE GUN VIOLENCE

Community Outreach

Hosted by **Anthony Morgan**

Co-Host **Jaleeyco McGaughy**

DJ Chuck Da Plug

Free Food

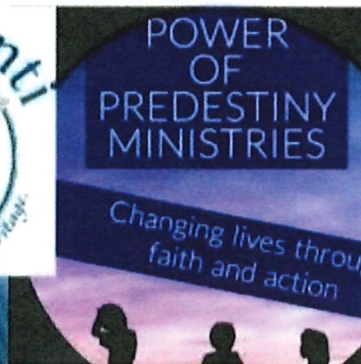
**Wear
Orange**

In Honor Of
Von Cratic
and All
victims of gun violence

Wear Orange join free raffle for \$25 Gift Card



Kolossos Printing



**June 7, 2025 12-4 @ Prospect
Park Ypsilanti Mi.**



**MICHIGAN MEDICINE
UNIVERSITY OF MICHIGAN**

**MOMS
DEMAND
ACTION**
FOR GUN SENSE IN AMERICA

**STUDENTS
DEMAND
ACTION**
FOR GUN SENSE IN AMERICA

**EVERYTOWN
SURVIVOR
NETWORK**

**DEBBIE
DINGELL**





REQUEST FOR LEGISLATION
June 17, 2025

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Resolution No. 2025-116 Approving the request from Home of New Vision to waive park rental fees in the amount of \$1,785 for the 2025 Recovery Walk.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION:

ATTACHMENTS:

1. RFL - Request for Fee Waiver-Sponsorship HONV Recovery Walk 6-21-2025
2. Resolution - Home of New Vision Recovery Walk 6-21-2025
3. HONV Recovery Walk 6-21-2025 Fee Proposal
4. HONV Recovery Walk 6-21-2025 Fee Waiver Request
5. HONV Recovery Walk 6-21-2025 Application

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 17, 2025

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION
May 1, 2025

FROM: Wendy Estey, Special Events Coordinator

SUBJECT: Application for Park Rental Fee Waiver for the
2025 Home of New Vision Recovery Walk

SUMMARY & BACKGROUND:

Home of New Vision, a community non-profit organization, and the organizer for this year's annual Recovery Walk, has requested that the city waive park rental fees for this year's event. According to the Special Events Policy, "the City may jointly sponsor certain events with other organizations when City Council determines that the event is of general interest to the public and advances the City's public image. The City will provide financial support to these events as determined in the annual budget appropriation. These events must meet the other requirements of the Special Events Policy and must reimburse the City for any costs in excess of the support level authorized by the budget appropriation."

This event is to raise awareness in the community that recovery is possible and does happen. The organizers are focusing on raising awareness in the community to break the stigma associated with recovery and remove barriers for those who seek recovery by promoting multiple pathway to recovery. Stigma associated with recovery does prevent recoverees from finding adequate housing as well as job opportunities. Raising this awareness is an investment back into the community.

Home of New Vision is willing to list the city as a sponsor on their event tee-shirts and recognize the city's support in their social media if so desired, which would be a wonderful way for the City of Ypsilanti to be represented to the community.

This resolution allows the City of Ypsilanti to lend support to the organizers of this year's Home of New Vision's Recovery Walk 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:

FINANCE DIRECTOR APPROVAL: _____



Resolution No. 2025-116
June 17, 2025

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

WHEREAS, this year Home of New Vision's Recovery Walk will take place Saturday, June 21st at Riverside Park; and

WHEREAS, Home of New Vision's Recovery Walk event organizer is requesting that the City waive the park rental fees for the 2025 event; and

WHEREAS, City Council agrees that waiving the park rental fees for Home of New Vision's Recovery Walk would be in the general interest of the public and advance the City's public image;

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the request from Home of New Vision to waive the park rental fees in the amount of \$1,785 for the 2025 Recovery Walk.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



Home of New Vision Recovery Walk

Saturday, June 21,
2025

PROPOSAL

ACCOUNT: Robert Colley

CONTACT: Robert Colley

EMAIL: rcolley@homeofnewvision.org

PHONE: (419) 345-8336

ADDRESS: 3115 Professional Drive
Ann Arbor, MI 48104

SALES MANAGER: Wendy Estey

EMAIL: westey@cityofypsilanti.com

PHONE: (734) 482-9825

EVENT SUMMARY

Location	Date	Time	Areas	Event Type	Guests
City of Ypsilanti Parks Special Events	6/21/ 2025	9:00 am - 3:00 pm	Riverside Park	Miscellaneous Rental	200

ROOM RENTAL

		Price	Total
1	Special Events Application Fee	\$35.00	\$35.00
1	Class 3 Event Fee	\$600.00	\$600.00
1	Class 3 Event Security Deposit (Refundable)	\$2,000.00	\$2,000.00
1	Class 3 Event Capital Park Improvement Fee	\$750.00	\$750.00
1	Class 3 Event Electricity Turn-on Fee	\$250.00	\$250.00
1	Noise Permit	\$150.00	\$150.00

ESTIMATED BILLING

Tents, stages and food trucks must all be inspected by the fire marshal Clifton Pope. He can be reached at cpope@cityofypsilanti.com to schedule inspection.

Food handlers must be Washtenaw County Health Department certified to handle food.

Noise permit issued for the hours of 11 a.m.-3 p.m. Event sponsors are responsible for obtaining any necessary music or other intellectual property licenses associated with their event.

Event organizer is supplying two portable restrooms to be placed behind portable stage. See event map.

Event organizer is using volunteer security/crowd control.

All event trash will be collected and removed from the site by the event organizer.

Liability insurance in the amount of \$1,000,000 per occurrence naming the City of Ypsilanti as additionally insured will be required for this Class 3 Event.

		Total
Room Rental		\$3,785.00
Subtotal		\$3,785.00
Credit Card Fee	4.0%	\$151.40
Grand Total		\$3,936.40
Estimated Amount Due		\$3,936.40



Special Event Fee Waiver Request

Please complete the form below and submit to the Special Events Coordinator Wendy Estey at westey@cityofypsilanti.com for submission to and consideration by the City Manager.

The City may provide support to Special Events on the following basis:

1. The event is completely open and free to members of the public, with no entry fee charged.
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.

Event Name: Recovery Walk

Event Start Date: 6/21/2025

Event Location: Riverside Park

Event Organizer: Home of New Vision/ WRAP

Event Contact Person: WRAP Program Manager

First Name: Robert Last Name: Colley

Phone Number: 419-345-8336 Email: rcolley@homeofnewvision.org

How is this event of general interest to the public?

This event is to raise awareness in the community that recovery is possible and does happen. We are focusing on raising awareness in the community to break the stigma associated with recovery and remove barriers for those who seek recovery by promoting multiple pathways to recovery. Stigma associated with recovery does prevent recoverees from finding adequate housing as well as job opportunities. Raising this awareness is an investment back into the community.

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

Not only is this an investment in the community but we could also list the city as a sponsor on our event T Shirts and recognize the city's support in our social media, if desired.

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.

Robert Colley
Applicant Full Name

3/26/2025
Date

Estey, Wendy

From: noreply@civicplus.com
Sent: Wednesday, April 30, 2025 3:20 PM
To: Estey, Wendy; Lorrie Thomas
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	Home of New Vision
Street Address	3115 Professional Dr
City	Ann Arbor
State	MI
Zip Code	48104
Phone	4193458336
Fax	<i>Field not completed.</i>
Organization Website	Homeofnewvision.org
Form of Ownership	Non profit
Applicant Organization is	Located or resident of the City
Brief Description of Organization or Applicant (350 characters or less)	Home of New Vision is a 501(c)(3) non-profit organization that provides gender-specific programs and specialized services to empower, protect, encourage, and enrich the lives of men, women, their families, and communities affected by the disease of addiction. We are committed to promoting change and awareness, and reducing stigma and shame, by providing a better understanding of recovery.
Person(s) Principally Responsible for Event	Robert Colley

Title	WRAP Program Manager
Contact Number	4193458336
Email	Rcolley@homeofnewvision.org

Event Info

Proposed date of event	6/21/2025
------------------------	-----------

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

Proposed Location	Riverside Park
-------------------	----------------

Event set up time	9am-11am
-------------------	----------

Event start time	11am
------------------	------

Additional days required for set up	None
-------------------------------------	------

Event end time	3pm
----------------	-----

Event break down time	3pm
-----------------------	-----

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...	<i>Field not completed.</i>
--------------------------------	-----------------------------

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	Athletic Event (run, walk, etc)
---------------	---------------------------------

Event Classification & Requirements

Event Category

Note

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

Event Class Category	Class 3 Event (\$600 per day)
Total # of Participants Expected	200
Full Description & Purpose of Event (include all activities, attach additional documents if necessary)	The Home of New Vision WRAP 9th Annual Recovery Walk is an event that brings the community together to celebrate recovery, promote hope, and break the stigma surrounding substance use and mental health challenges. Organized by the Washtenaw Recovery Advocacy Project (WRAP), this inclusive event welcomes all attendees at no cost, emphasizing that recovery is a collective effort and should be available to everyone. Purpose: To celebrate the strength, resilience, and achievements of individuals in recovery. To raise awareness about the realities of substance use disorder (SUD) and mental health, and to promote multiple pathways of recovery. To challenge stigma by making recovery visible and accessible through community participation. To connect attendees with local resources, peer support, and one another in a welcoming environment. Event Highlights: The walk Music A food truck serving meals at no cost to attendees. Bounce House, Face Painter, and Balloon Animals for the kids. Speakers discussing SUD and recovery (last year we had Senator Joe Bellino!)

Resource booths are free of charge, and we are inviting as many community resources as we possibly can to offer services to Ypsilanti residents.

This event shows that recovery is possible and does happen!

Security Deposit

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

Select Event Class Class 3 Event (\$2,000)

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 Yes
prepared, distributed, or
sold at event?

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

Alcohol Training

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

Parking

(City of Ypsilanti Special Events Policy, Section 4.1)

Attach a detailed *Field not completed.*
description of the
parking available

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

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 \$1,500/per street/per day.

Local street permits are \$350/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? Yes

Upload your event map [Stage.jpg](#)

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? Yes

List the name and contact information for the private security company None

Describe your plan for ejecting unruly/disorderly persons from the event 2 staff will approach the individual and kindly ask them to leave, and if they refuse, the police will be contacted immediately.

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 ? Tents, Portable Stage(s), Portable Tables
(check all that apply)

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? Yes

List the days and times sound will be used 6/21/25 11am-3pm

What type of sound will be at the event? (check all that apply) Other

Other Will be a live band or DJ

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.

Event sponsors are responsible for obtaining any necessary music or other intellectual property licenses associated with their 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? Yes

If yes, how many portable restrooms are you supplying? 2

Trash

(City of Ypsilanti Special Events Policy, Section 4.1)

Penalties will be assessed for the event site not being restored to its original condition. If trash or other event-related debris is left anywhere but inside a designated trash receptacle, a charge may be incurred for site clean-up.

Do you intend to provide Yes
your own trash
receptacles?

If yes, how many trash 4
receptacles do you
intend to provide?

Provide the trash Trash will be collected and removed from the site.
disposal plan for your
event

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

Insurance

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

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

City Services & Equipment

Permits

Permits required for your event (check all that apply) Electricity, Food Permit, Noise Permit

Other *Field not completed.*

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 Electricity (Riverside and Frog Island)

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 Robert Colley

Date 4/30/2025

**Recovery Walk,
Riverside Park 6/21/25
(Revised 4/22/25)**





REQUEST FOR LEGISLATION
June 17, 2025

For: Mayor and City Council

From: Rheagan Basabica

Subject: Resolution No. 2025-117 Approving a three-year Contract with WCA Assessing in the amounts of \$115,145, \$120,902, and \$126,947 respectively, with optional re-appraisal fees to be approved by City Council, and authorizing the Mayor and City Clerk to sign and execute the agreement.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. 2025 WCA RFL
2. WCA ASSESSMENT CONTRACT 2025

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 17, 2025

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



To: Mayor Nicole Brown & City Council
From: Andrew Hellenga, City Manager
Rheagan Basabica, Finance Director
Date: June 10, 2025
RE: WCA Assessing Contract Renewal

Office of the City Manager

REQUEST FOR LEGISLATION SUMMARY/BACKGROUND

The City has contracted with WCA Assessing for assessing services since July 1, 2011 and the parties renewed for three years starting at July 1,2022 to June 30,2025. The parties have met to discuss service items and agreed to the following contract amendments:

Main Contract Fee- The current contract for the period of July 1, 2024 to June 30,2025 is \$109,662.

Year	Contract Term	Increase	Contract Price
1	July 1,2025 to June 30,2026	5%	\$115,145
2	July 1,2026 to June 30,2027	5%	\$120,902
3	July 1,2028 to June 30,2029	5%	\$126,947

In consideration of the above-mentioned items, staff recommends that the contract with WCA Assessing be approved.

ATTACHMENTS: Resolution; Contract

RECOMMENDED ACTION: Approval

DATE RECEIVED: _____ AGENDA ITEM NO. Resolution No. 2025-

CITY MANAGER COMMENTS: _____

FOR AGENDA OF: 06/17/2025 FINANCE DIR. APPROVAL: _____

COUNCIL ACTION TAKEN: _____



Resolution No. 2025-117
June 17, 2025

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

WHEREAS, the City has been engaged in a professional services contract with WCA assessing since July 2011 and the contract expires on June 30, 2025; and

WHEREAS, the City is pleased with the services of WCA Assessing and would like to renew the agreement with a 5% increase for each year of the contract; and

WHEREAS, the City continues to find ways for WCA to enhance its services to the City and employees in the execution of its duties;

NOW, THEREFORE, be it resolved that the Ypsilanti City Council approves a three-year Contract with WCA Assessing for \$115,145, \$120,902, and \$126,947 respectively, with optional re-appraisal fees to be approved by City Council, and authorize the Mayor and City Clerk to sign and execute the agreement.

OFFERED BY _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

ASSESSMENT CONTRACT
FOR CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN

WHEREAS, City of Ypsilanti, hereinafter called "City", with its principal offices located at One South Huron Street, Ypsilanti, Michigan, 48197, is interested in having all real property and all personal property assessed and having said assessments maintained on an annual basis.

WHEREAS, WCA Assessing, with principal offices located at 38110 Executive Drive, Suite 200, Westland, Michigan 48185, hereinafter called the "Company", is interested in the contract for assessment and maintenance work for City property effective July 1, 2025;

IT IS THEREFORE AGREED:

1. Company agrees to plan, administer and provide overall supervision of property appraisal programs for assessment purposes; maintain appropriate levels of qualified staff to ensure work is completed to achieve overall department goals. The company is familiar with the laws, regulations and directives regarding the appraisal of real and personal property for assessment purposes with the State of Michigan.
2. Company has policies and procedures for staff in determining true cash value of assessable real and personal property including locating, identifying and inventorying quantity and characteristics of the property for determining the appropriate value and classification. During the term of this agreement, an Advanced Michigan Certified Assessing Officer shall act as the assessor of record and supervise the preparation of the 2026, 2027, and 2028 assessment rolls, utilizing the services and personnel proposed herein.
3. Company agrees to provide advice to the City in the development of a public relations program which may be carried out by City staff under the direction of the City Manager. The Company shall be professional in manner, appearance and shall be trained in appraisal techniques. In addition, the City shall provide the Company with adequate identification indicating the Company's employees are authorized representatives of the City in the performance of the terms of this contract.
4. Company agrees to respond to inquiries and requests for assessment information from the public. The City agrees to provide office space within the City Hall, or other City owned buildings for the completion of the terms of this contract. The office space shall be made available so as to not impede the performance of the department. Any days in which the Company is scheduled to be in the office but the office is closed due to holidays, acts of God, educational purposes, or any other causes beyond the control of the Company, shall be considered included within the hours to complete this agreement. The purpose of office hours are:
 - To meet with City staff to answer questions and give advice;
 - To be available to assist with providing information and answering inquiries of taxpayers/residents/others.
 - Serves as a liaison between the City and prospective business and industry investors; acts as a resource for City citizens by responding to inquires and interpreting State laws.
 - To perform certain other functions as described herein.
5. Company agrees to oversee maintenance of departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels,

ownership transfers, and strives to identify new/improved methods for carrying out the responsibilities of the department.

6. Company agrees to represent the City in defending assessments appealed to the Michigan Tax Tribunal (MTT). The company shall be available to defend all assessments to the MTT as needed during this contract.
7. City agrees that responses to the Full MTT shall be prepared by the Company's legal counsel. City agrees to provide full cooperation with Company's legal counsel. Should expert witnesses and/or preparation of respondent's valuations disclosures be necessary, the Company shall notify the City's Mayor of such requirement.
8. Company agrees throughout the term of this contract to provide field inspections of all properties as necessary; to perform assessment ratio studies to determine true cash value; to perform personal property canvasses to ensure all personal property is equitably assessed; to update property records and ensure notification of annual assessment changes. All assessments completed by Company throughout the term of this contract will be in adherence to State Tax Commission procedures as to the valuation method, assessment manual, personal property multipliers, and general requirements. Company agrees to perform the duties of the certifying assessor for said City including but not limited to;
 - Maintain all of the City's assessment rolls, including ad valorem, specific tax rolls.
 - Inspect revise, and re-evaluate property record cards with new construction, demolition, and property splits.
 - Perform neighborhood market studies and land value analyses throughout the term of this contract.
 - Prepare assessment roll(s), all county and state equalization forms and requirements as determined by the State tax Commission.
 - Provide digital photographs of all properties visited for maintenance purposes.
 - Working with the City Building Department to ensure all new property is equitably assessed.
 - Prepare all new property record cards in compliance with State tax Commission requirements.
 - Attend, prepare, and work with all Boards of Review.
 - Assist City in establishment of any IFT, CFT, DDA, TIFA, Brownfield, or other statutory tax incentive program as established by the legislature.
 - Bi-weekly review of inter-departmental reporting of ownership changes.
9. Company agrees to meet with the City Manager and/or other designated staff of the City to review progress that the Company has made towards meeting the terms of this proposal/agreement, preparation of assessment rolls, and other matters parties deem necessary to review. In addition the Company will suggest any budgetary information necessary to upgrade and/or improve the City's assessment process.
10. City agrees that in addition to the responsibilities provided herein, the staff of the City shall provide full and reasonable cooperation to the Company in completion of the herein-stated services.
11. The Company shall be liable to the City, and hereby agrees to indemnify and hold the City harmless but only to the extent of its insurance coverage set forth below, against all claims covered by said insurance coverage arising out of the performance of the services rendered

hereunder caused by any negligent conduct, intentional conduct, or act of the Company or any of its employees in the performance of this contract that are covered by the policies listed in subparagraphs "a" through "c" below.

The Company will carry the following insurance coverage at all times during this agreement:

a. Comprehensive general liability insurance covering the Company and the City in the project with not less than the following limits of liability; bodily injury or death, \$1,000,000 each person and subject to the same limit for each person; \$1,000,000 for two or more persons in any occurrence; property damage, \$1,000,000 each occurrence; \$2,000,000 annual aggregate.

b. Worker's Disability Compensation Insurance, securing compensation for the benefit of the employees of the Company, as required by Worker's Disability Compensation Act of State of Michigan.

c. The Company shall also carry professional liability and errors and omissions insurance with not less than \$2,000,000 limit of liability for each claim and in the aggregate including claim expenses. However, the City understands that it can not be listed an additional insured under this type of policy. Should the City or its officers, directors, employees, and elected officials ever be held financially liable for any error or omission of the Company and seek indemnification from Company as a result thereof, under no circumstance shall the Company's cumulative liability to the City or its officers, directors, employees and elected official exceed the coverage of the errors and omissions policy referenced herein.

All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Michigan. As soon as practicable upon execution of this contract and upon commencing any performance hereunder, the Company shall deposit with the City the previously mentioned policies of insurance or certificates therefore. During the duration of this contract, a copy of said insurance or certificate shall be given to the City Clerk at the beginning of each year.

12. The Company shall not be held liable for any damages caused by strikes, explosions, war, fire or act of nature that might stop or delay the progress of work. In the event of a claim against the City relating to any act or failure to act of the Company that is not covered by the insurance coverage as set forth above, the City has no right to indemnification from Company.
13. The City and Company agree that the relationship of the City and Company is that of a client and contractor and not of that of an employer and employee and should not be construed as such.
14. In the event that the City shall not be in substantial compliance with the terms of this agreement, the Company shall give the City written notice of said breach and thirty (30) days to cure the breach. If the City fails to cure the breach within thirty (30) days after such notice, the Company may terminate this Contract immediately without further notice or liability to the Company, other than for permitted fees and expenses accrued through the date of termination.

15. The City and Company agree that the Company shall not assign or transfer neither this agreement nor any portion therein without first receiving written approval from the other party.

16. The City agrees to pay the Company as follows;

Main Contract Fee

July 1, 2025 to June 30, 2026.....\$115,145 annually
July 1, 2026 to June 30, 2027 \$120,902 annually
July 1, 2027 to June 30, 2028 \$126,947 annually

The City's representation for all Michigan Tax Tribunal petitions not in the Small Claims Division, shall be provided by Company's para legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

July 1, 2025 to June 30, 2026.....\$\$189.55 / Hourly
July 1, 2026 to June 30, 2027.....\$\$199.03 / Hourly
July 1, 2027 to June 30, 2028.....\$\$208.98 / Hourly

The City's representation for all Michigan Tax Tribunal petitions not in the Small Claims Division, shall be provided by Company's legal counsel possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

July 1, 2025 June 30, 2026..... \$214.98 /hour
July 1, 2026 June 30, 2027 \$225.73 /hour
July 1, 2027 June 30, 2028 \$237.02 /hour

All matters requiring the City's representation in the small claims division of the Michigan Tax Tribunal are included in the contract work and will not be an additional charge.

17. MICHIGAN TAX TRIBUNAL APPRAISAL SERVICES PLUS SPECIALPROJECTS

Appraisal services rendered by the Company in Michigan Tax Tribunal matters shall be provided to the City at the rate of:

	7/01/25- 6/30/26	7/01/26- 6/30/27	7/01/27- 6/30/28
Title			
Appraiser Aide	\$61.56	\$64.63	\$67.87
Appraiser	\$85.39	\$89.66	\$94.14
Level III Appraiser	\$150.38	\$157.90	\$165.79
Assessor	\$173.93	\$182.62	\$191.76

Hourly fees include clerical costs and overhead for the Company.

18. Michigan Tax Tribunal appraisal services and requested special projects are separate from normal assessment and appraisal functions.

19. The City and Company agree that the term of this contract shall begin July 1, 2025 and expire June 30, 2028. The term of this agreement may be extended, by amendment if mutually agreed upon in writing by each party.

20. The City and Company agree this contract is entered into subject to the charter and ordinances of the City and the applicable laws of the State of Michigan

21. The Company agrees that in the performance of this contract neither the Company nor any person acting on its behalf will refuse to employ or refuse to continue in any employment any person because of race, creed, color, national origin, sex, or age. The Company will in all solicitations or advertisements for employees placed by or on behalf of the Company state that all qualified applicants shall be considered for employment without regard to race, creed, color, national origin, sex, or age.
22. The Company shall acknowledge receipt of and comply with the City's ethics policy, computer usage policy or other signed documents
23. The City agrees the City Mayor and Clerk possess complete authority by resolution of the City Council or otherwise to execute this agreement on behalf of the City.

WITNESSES:

WCA ASSESSING:

By: _____
Doug Shaw, for WCA Assessing,

WITNESSES:

CITY OF YPSILANTI:

By: _____
Nicole Brown, MAYOR

By: _____
Tracy Boudreau, CLERK

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

I, _____, a Notary Public in and for _____ said County, in the State aforesaid,
do hereby certify that on the _____ day of _____, 20____,
Doug Shaw doing business as WCA Assessing, known to me to be the person whose name is subscribed to
on the foregoing instrument, appeared before me this day in person and acknowledged that he signed,
sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein
set forth.

NOTARY PUBLIC

_____ County, Michigan

My Commission Expires: _____

STATE OF MICHIGAN)
COUNTY OF WASHTENAW) ss

Be it remembered that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nicole Brown, Mayor for City of Ypsilanti, and Tracy Boudreau, Clerk for City of Ypsilanti, a Municipal Corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Michigan, known to me to be the persons who executed the foregoing instrument of writing on behalf of said Municipal Corporation, and such persons duly acknowledged the execution of the same to be their act and deed of said Municipal Corporation.

In testimony whereof, I have hereunto set my hand and affixed by official seal the day and year last above written.

NOTARY PUBLIC

_____ County, Michigan

My Commission Expires: _____



REQUEST FOR LEGISLATION
June 17, 2025

For: Mayor and City Council

From: Rheagan Basabica

Subject: Resolution No. 2025-118 Approving the Fire and Police Pension Administrative Contract FY 2025-2026.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. RFL and Resolution FP Contract 25-26
2. Fire & Police Retirement System Administrative Services Contract 25-26 - Signed

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 17, 2025

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION
06/17/2025

To: Mayor and Council

From: Finance Department

Subject: Fire and Police Pension Administrative Contract 2025-2026

Date: June 17, 2025

SUMMARY & BACKGROUND:

The Finance Department of the City of Ypsilanti serves as an independent contractor for the Ypsilanti Fire and Police Pension Board who performs administrative services on behalf of the board.

The services shall be performed at 1 South Huron, Ypsilanti, Michigan or as otherwise determined by mutual agreement of the parties.

The Contract is effective for a term commencing on July 1, 2025, and shall continue until terminated as provided herein.

The Board agrees to pay the City **\$38,390.97** for services performed hereunder and a one time payment of **\$4,620.57** to cover recent financials software upgrade and implementation.

RECOMMENDED ACTION: (Approval/Denial)

ATTACHMENTS: Contract

CITY MANAGER APPROVAL: _____

COUNCIL AGENDA DATE: 6/17/2025

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



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, 2025 to June 30,2026; and

WHEREAS, The Board agrees to pay the City **\$38,390.97** for services performed here under and a one-time payment of **\$4,620.57** to cover recent financials software upgrade and implementation.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the contract for the Fire and Police Pension Administrative Contract FY 2025-2026.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:

**BOARD OF TRUSTEES OF THE CITY OF YPSILANTI
FIRE AND POLICE RETIREMENT SYSTEM**

ADMINISTRATIVE SERVICES CONTRACT

THIS CONTRACT made this 17th day of June, 2025, by and between the **BOARD OF TRUSTEES OF THE CITY OF YPSILANTI FIRE AND POLICE RETIREMENT SYSTEM** ("Board") and the **CITY OF YPSILANTI** ("City").

WHEREAS, the Board is vested with the authority and fiduciary responsibility for the administration, management and operation of the City of Ypsilanti Fire and Police Retirement System and may retain such professional and clerical services as are required for the proper administration of the Retirement System

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants herein contained, the parties agree as follows:

- I. **ENGAGEMENT OF CITY AS INDEPENDENT CONTRACTOR**
 - 1.01 The Board hereby engages the City as an Independent Contractor who agrees to perform administrative services on behalf of the Board
- II. **RELATIONSHIP OF THE PARTIES**
 - 2.01 The relationship of the City to the Board is to be that of an independent contractor and no liability or benefits such as retirement benefits or liabilities, pension rights or liabilities, holiday pay, sick pay, vacation pay, personal injury or property insurance rights or liabilities or such other rights, provisions or liabilities arising out of a contract of hire or employer-employee relationship, either express or implied, shall arise or accrue to either party as the result of this agreement and undertaking. Employees of the City shall not be, nor shall they represent to be, employees of the Board.
- III. **SCOPE OF SERVICES**
 - 3.01 The City shall perform in a satisfactory and proper manner .The City shall, during the contract term or any extension thereof, use best efforts and endeavors to promote the interests of the Board and devote such time, attention, skill, knowledge and professional ability as is necessary to most effectively and efficiently carry out and perform the services as described below.
 - 3.02 The services shall be performed at 1 South Huron, Ypsilanti, Michigan or as otherwise determined by mutual agreement of the parties.

IV. CONTRACT TERM

- 4.01 The City will have no authority to start work, and no payments will be authorized by the Board and the Board will not be liable for any services rendered by the City prior to the signing of the Contract by all parties.
- 4.02 This Contract is effective for a term commencing on July 1, 2025, and shall continue until terminated as provided herein.

V. COMPENSATION

- 5.01 The Board agrees to pay the City **38,390.97** for services performed hereunder and a one time payment of **\$4,620.57** to cover recent financials software upgrade and implementation. It is understood and agreed by the parties hereto that the compensation stated above is inclusive of any and all remuneration to which the City may be entitled and includes all fees and expenses incurred by the City on behalf of the Board. The parties will review the compensation to be paid on an annual basis.

VI. TERMINATION

- 6.01 Either party may terminate this contract without cause by giving thirty (30) days notice to the other party of such termination, specifying the effective date thereof and this contract shall terminate in all respects as if such date were the date originally given for the expiration of this contract.
- 6.02 Any compensation due and owing the City at the time of any termination shall be paid as soon thereafter as can be authorized by the Board.

VII. LIABILITY

- 7.01 The Board shall not be liable for, and shall be indemnified by the City against, any and all losses, damages, costs, expenses, liabilities, claims and demands, for any action, omission, information or recommendation in connection with this Agreement.

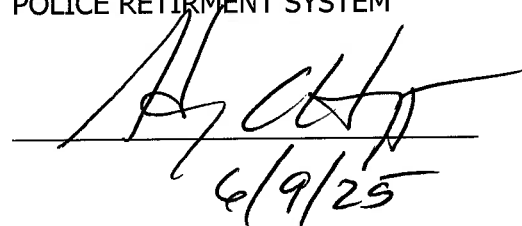
VIII. CONFIDENTIAL INFORMATION

- 8.01 All information regarding the operations and investments of the Retirement System shall be regarded as confidential by the City.

IN WITNESS WHEREOF, the Board and City have executed this Agreement as of the first date above written.

CITY

BOARD OF TRUSTEES OF THE
CITY OF YPSILANTI FIRE AND
POLICE RETIREMENT SYSTEM



Employee	Responsibilities	# of Hours/Year	Average Hourly Rate	Total per Year
1. Finance Director	Budget Preparation	16.00	71.49	1,143.86
	Prepare data for Actuarial Calculations	20.00	71.49	1,429.82
	Audit Preparation	45.00	71.49	3,217.10
	Calculate Millage Rate	4.00	71.49	285.96
	Audit Presentation Meeting	2.00	71.49	142.98
	Review AFC & GRS actuarial data	8.00	71.49	571.93
	Annual contribution letters	8.00	71.49	571.93
	Quarterly Reports	8.00	71.49	571.93
				<u>7,935.51</u>
2. Accounting Supervisor	Reconciling investment accounts	96.00	49.11	4,714.26
	Drop program valuations record keeping	34.00	49.11	1,669.63
	Misc. (Retirement estimates, general questions etc.)	54.00	49.11	2,651.77
				<u>9,035.66</u>
3. Finance Generalist	Print envelopes, stuff & mail checks	83.00	35.80	2,971.44
	Enter Adjustments, prepare & mail 1099s	24.00	35.80	859.21
	Prepare data for Actuarial Calculations	28.00	35.80	1,002.41
	Record keeping for DROP program	24.00	35.80	859.21
	Annual report of retirees bi-monthly amt to IRS	3.00	35.80	107.40
	Keep running total of current employee contributions	38.00	35.80	1,360.42
	Misc. requests	18.00	35.80	644.41
		513.00		<u>7,804.50</u>
3. Finance Generalist	Review accounts payable packet. Print checks, mail checks	40	35.80	<u>1,432.02</u>
4. Other Costs				
Equipment & Software	BS&A Software Support	27,246.00	3%	817.38
	BS&A Software Upgrade 2025 Only	154,019.00	3%	4,620.57
	Dewpoint	305,756.43	3%	9,172.69
Supplies	1099R			80.00
	1096			0.98
	1099 env			22.11
	Check stock			44.82
	Check envelopes			368.64
	Toner for Printer			338.30
	Postage to mail checks & 1099Rs			1,252.35
	Paper for payroll reports etc			80.00
	Payroll Reports			6.00
				<u>16,803.85</u>
TOTAL ESTIMATED COST				<u>43,011.54</u>



REQUEST FOR LEGISLATION
June 17, 2025

For: Mayor and City Council

From: Katie Jones, Economic Development/Equity Coordinator

Subject: Resolution No. 2025-119 Approving 21st Century Salvage as the contractor for the excavation of PCBs at the Water Street Redevelopment Area.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. RFL for ExcavationforWaterStreet_Final
2. ITB No WSRA 250428_Bid List

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 17, 2025

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION

Date: June 17, 2025

For: Mayor and City Council

From: Katie Jones, Community, Economic Development & Equity Manager

Subject: Bid Recommendation for Excavation on Water Street

SUMMARY & BACKGROUND:

The City released an ITB for the excavation on Water Street for the remediation of polychlorinated biphenyls (PCBs). Since then, AKT Peerless, along with staff, have reviewed and discussed the bid documents submitted to the City. There were eight responsive bids in connection with the ITB.

AKT reviewed the bid packages, analyzed pricing extensively, verified bidder references, and interviewed the bidder with the apparent most favorable responsive bid, 21st Century Salvage. Landfill disposal fees are determined by weight. Due to variability in soil density estimates (ranging from 1.2 to 1.88 tons/cubic yard, and 1.3 to 1.65 for backfill), AKT applied a consistent 1.5 tons/cubic yard conversion factor to bids for items 1–3 to standardize comparisons. Adjusted total bid prices ranged from \$588,500 (21st Century Salvage) to \$1,089,100 (Blaze). Lump sum mobilization/demobilization costs also varied significantly (\$8,061 for Republic Services to \$264,025 for Blaze) but remained unchanged.

Then, AKT Peerless deducted the adjusted price from the \$1,250,000 remaining in the MEDC grant to determine what funds could be used for contingency purposes or to expand the PCB cleanup into the adjacent former marsh/landfill, located just south of the DUR Storage Yard. With this analysis, 21st Century Salvage's bid resulted in the highest budgetary buffer. AKT also checked references, and two of the three references responded favorably in the case of 21st Century Salvage. Then, AKT interviewed representatives at 21st Century Salvage, who were responsive and demonstrated their ability to complete similar projects outlined in the ITB, indicating that they could complete the job within 2-4 weeks, depending on the timelines for verification, sampling, and analysis. 21st Century Salvage plans to subcontract the transportation of hazardous waste to US Ecology (a qualified subcontractor for the task), and non-hazardous waste and site restoration would be subcontracted to separate, qualified subcontractors. 21st Century also provided 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training certificates for the personnel assigned to the project. With all of this information, including 21st Century Salvage, which is located within Washtenaw County (Ypsilanti Township), their proposal meets the preference clause included in the ITB.

RECOMMENDED ACTION:

AKT Peerless has completed its review and analysis of the bid packages, verifying the quality, qualifications, and capability of the bidder with the most advantageous bid in terms of price and taking into consideration the preference clause of the ITB, AKT and staff recommend 21st Century Salvage be awarded the contract for ITB #WSRA-250428 subject to review and approval by the City Attorney.

ATTACHMENTS :

- A) ITB No WSRA 250428 Bid List
- B) ITB WSRA 250428 Contract Award Recommendation Letter, which includes:
 - a. Copies of Bids received
 - b. Bid Analysis Summary Tables
 - c. 21st Century Salvage's reference responses
 - d. Copies of the 40-hour HAZWOPER training certificates

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE:

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti has an interest in excavating soil to remove contamination of PCBs from the Water Street Redevelopment Area; and

WHEREAS, the City received eight qualified and responsive bids; and

WHEREAS, the City has met with AKT Peerless to review those bids, and AKT Peerless has completed its review and analysis of the bids; and

WHEREAS, staff and AKT Peerless recommend that the City Council approve awarding the contract to 21st Century Salvage for the excavation work at the Water Street Redevelopment Area.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Ypsilanti approve 21st Century Salvage as the contractor for the excavation of PCBs at the Water Street Redevelopment Area.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**INVITATION TO BID (ITB) FOR
WATER STREET REDEVELOPMENT AREA: SELF-
IMPLEMENTING CLEANUP & DISPOSAL OF PCB
REMEDIAATION WASTE ACTIVITIES**

**ITB No. #WSRA - 250428
BID LIST**

ISSUE DATE: 05/16/2025

This Bid List associated with ITB No. #WSRA-250428 is being issued to document Bids received and read at the Bid Deadline of May 16, 2025, at 12:00 PM local time.

BID LIST:

The following Bidders have submitted Bids as of the Bid Deadline:

Bidder Name	Bid Submission Requirements							Total Lump Sum Bid (not including Alternate Bid Pricing)
	Pre-Bid Meeting Attendance	Electronic and Hard Copy Bid	Bid Submission Form	Exceptions and Alternate Form	Bid Pricing Form	Bid Guarantee	Verification of Past Experience (references provided)	
21st Century Salvage	X	X	X	X	X	X	X	\$583,500.00
Blaze	X	X	X	X	X	X	X	\$1,247,000.00
ERC	X	X	X	X	X	X	X	\$636,950.00
HM Environmental	X	X	X	X	X	X	X	\$689,800.00

	Bid Submission Requirements							
Bidder Name	Pre-Bid Meeting Attendance	Electronic and Hard Copy Bid	Bid Submission Form	Exceptions and Alternate Form	Bid Pricing Form	Bid Guarantee	Verification of Past Experience (references provided)	Total Lump Sum Bid (not including Alternate Bid Pricing)
Inner City Contracting LLC (ICC)	X	X	X	X	X	X	X	\$631,854.00
Republic	X	X	X	X	X	X	X	\$570,649.10
TSP Environmental	X	X	X	X	X	X	X	\$520,937.00
Vin-Con Inc.	X	X	X	X	X	X	X	\$804,700.00

The OWNER REPRESENTATIVE and QUALIFIED ENVIRONMENTAL PROFESSIONAL will review the submitted Bids to verify compliance with the ITB and verify Bidder's references. Announcement of the selected RESPONSIVE BID is anticipated in early June. Award decisions will be subject to approval by the City Attorney and City Council.

All other terms & conditions remain unchanged.

Katie Jones
City of Ypsilanti
Community, Economic Development, and Equity Manager
kjones@cityofypsilanti.com



REQUEST FOR LEGISLATION
June 17, 2025

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Resolution No. 2025-120 Authorizing to extend the Dispatch Contract with Washtenaw County to June 30, 2026, on the same terms and conditions, and also authorizing the Mayor and City Clerk to sign the extension agreement, subject to the approval of the City Attorney.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. RFL Dispatch
2. Res approve contract extentsion to 6-30-26
3. Ypsilanti Dispatch Services CV 32630.7 July 2025-June 2026

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 17, 2025

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION
June 17, 2025

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: 2026 Dispatch Contract

SUMMARY & BACKGROUND:

This contract, originally approved in 2021, is the fourth year of the contract cycle, with a 9% beginning at the start of the Fiscal Year.

In FY 2024-2025, the contract costs were \$97,373.00, per the 9% increase, the city will pay the county \$106,137.00.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resolution and Contract adjustment

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

BUDGET PRIORITY REFERENCE _____



Resolution No. 2025 - 120
June 17, 2025

RESOLUTION TO EXTEND THE WASHTENAW COUNTY DISPATCH CONTRACT TO JUNE 30, 2026

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that the Dispatch Contract with Washtenaw County be extended to June 30, 2026, on the same terms and conditions, be it further

RESOLVED, that the Mayor and City Clerk are authorized to sign the extension agreement, subject to the approval of the City Attorney.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



WASHTENAW COUNTY OFFICE OF THE SHERIFF

EST. 1823

ALYSHIA M. DYER, SHERIFF



March 31, 2025

To: Washtenaw County Dispatch Contract Service Partners

From: Alyshia M. Dyer, Sheriff

Dear Dispatch Partners:

As previously communicated to our dispatch partners, 2025 is the fourth year of the planned, annual, 9% rate increase. This letter is to formally confirm the updated rates and to share the contract amendment for your review and signature.

As we move to revisit contracts after next year's rate increase, we will continue collaborative discussions and consider recommendations included in the September 2024 final report on the *WCSO Emergency Communications Current Conditions Feasibility Study and Recommendations Report*. We will work together to develop a forward-facing framework that meets the needs of our partners and aligns with the growing capacity of our agency.

The goal of my Office continues to be providing cost-effective and efficient service to the people we collectively serve. Thank you for your on-going partnership.

As always, please feel free to contact me with any questions.

In Solidarity,

Alyshia M. Dyer, Sheriff

Cc: Matthew Harshberger, Undersheriff
Leigh Hathaway, Dispatch Operations Manager
Crystal S. Campbell, Director of Operations

"TOGETHER, WE ARE COMMITTED TO CREATING A SAFER, MORE JUST AND COMPASSIONATE WASHTENAW COUNTY FOR ALL."

2201 HOGBACK ROAD ♦ ANN ARBOR, MICHIGAN 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL SHERIFFINFO@WASHTENAW.ORG



WASHTENAW COUNTY OFFICE OF THE SHERIFF

EST. 1823

ALYSHIA M. DYER, SHERIFF



March 24, 2025

CV 32630.7

Nicole Brown, Mayor
City of Ypsilanti
1 South Huron Street
Ypsilanti, MI 48197

Dear Ms. Brown,

Washtenaw County wishes to amend the contract with your agency. Per the current contract, the parties may agree to written amendments signed by the parties. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the Service Contract between Washtenaw County and City of Ypsilanti dated December 21, 2009, as follows:

Amend ARTICLE II – COMPENSATION to extend the contract as follows:

Beginning July 1, 2025, upon the above services and submission of invoices, the City of Ypsilanti will pay the County an amount not to exceed one hundred six thousand, one hundred thirty-seven dollars (\$106,137.00) per year. Price will be set until June 30, 2026.

Amend ARTICLE III – TERM to extend the contract as follows:

“This contract shall be in full force and effect from the most recent amendment date of March 24, 2025, until June 30, 2026.”

All other terms and conditions remain the same as in the original contract, subsequent amendments and any applicable RFP/RFQ.

ATTEST:

WASHTENAW COUNTY

Lawrence Kestenbaum (DATE)
County Clerk/Register

Gregory Dill (DATE)
County Administrator



WASHTENAW COUNTY OFFICE OF THE SHERIFF

EST. 1823

ALYSHIA M. DYER, SHERIFF



APPROVED FOR CONTENT:

CONTRACTOR

Alyshia M. Dyer (DATE)
Washtenaw County Sheriff

Accepted by _____
Nicole Brown (DATE)
Mayor

Original: Clerk
Contractor
cc: Department
Purchasing



REQUEST FOR LEGISLATION
June 17, 2025

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Resolution No. 2025-121 Approving the Letter of Agreement to the IAFF 2022-2027 Collective Bargaining Agreement and authorizing the Mayor, City Manager, and City Clerk to execute the agreement upon approval by the City Attorney as to form.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. RFL and Res. No. 2025 - IAFF Contract Amendment

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 17, 2025

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION

June 17, 2025

To: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: IAFF 2022-2027 Collective Bargaining Agreement

Summary & Background:

All Fire Department employees hired on or after July 1, 2012, shall not receive City-funded healthcare benefits. Instead of such benefits, the city has been funding a MERS health savings plan for \$225 a month with the intent to fund healthcare until the employee is eligible for Medicare. The IAFF Union has requested that its Municipal Employees' Retirement System (MERS) Health Savings Plan be converted to a Medical Expense Reimbursement Plan (MERP). The transition is a budget-neutral change and will affect all but two employees in the union.

MERP was established in 1999 as a 501 (c) (9) tax-exempt union-sponsored plan to allow firefighters to plan for retirement medical expenses in a highly tax-advantaged manner.

The Lifetime Monthly Benefit is determined by the number of Active Service Units one has accrued during their active employment.

The IAFF has been made aware of potential risks and will hold the city harmless if the MERP system fails.

Further, the City and IAFF negotiated an increase from a \$225 monthly allotment to \$275. In total, the city will pay an additional \$12,000 annually.

[**Link to Summary Plan Description**](#)

Recommended Action: Approval

Attachments: Resolution

City Manager Approval: _____ **Council Agenda Date:** **06/17/2025**

City Manager Comments: _____

Finance Director/Treasurer Approval: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council of the City of Ypsilanti does hereby approve the Letter of Agreement to the IAFF 2022-2027 Collective Bargaining Agreement and authorize the Mayor, City Manager, and City Clerk to execute the agreement upon approval by the City Attorney as to form.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
June 17, 2025

For: Mayor and City Council

From: Desirae Simmons, Council Member, Amber Fellows, Council Member

Subject: Resolution No. 2025-122 to Protect the Ypsilanti Community from the Impacts of the 2025 Federal Budget Bill by Urging Senators Peters and Slotkin to vote no on this budget.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION:

ATTACHMENTS:

1. Resolution No 2025-122 Protect Residents in Budget Vote

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 17, 2025

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2025-122
June 17, 2025

**Resolution to Protect the Ypsilanti Community from the Impacts of the
2025 Federal Budget Bill**

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, Senate leaders are trying to pass the budget by July 4 that was already approved by the House by a single vote; and

Whereas, Governor Whitmer has stated concerns with how the budget will impact Medicaid and Supplemental Nutrition Assistance Program for food benefits which are used by 1.48 million Michiganders, including residents of Ypsilanti (Sections 10001-13; 44101-44142); and

Whereas, the bill will limit access to healthcare and student loans which could harm our community and local higher education partners; and

Whereas, the bill would place a moratorium on any level of government to regulate Artificial Intelligence models, systems, or automated decision systems if it would limit or restrict use, impose data-handling, documentation, civil liability, taxation, or fee requirements, or create barriers to licensing, permitting, zoning, procurement, or reporting procedures (Sec.43201); and

Whereas, it will cut funding to reduce Greenhouse Gas, to measure and address air pollution, to reduce waste from petroleum and natural gas systems, and to support Climate Justice which heavily impacts communities like Ypsilanti (Sec.42101-42301); and

Whereas, the bill continues and enhances policies that inflicts harm on immigrant, or those wrongfully identified as immigrant, populations while prohibiting courts from enforcing contempt citations for failure to comply with an injunction or temporary restraining order (Sec. 70302); and

Whereas, the bill shifts the tax burden away from the wealthy and onto low-income people; and

Whereas, while cutting crucial programs that are necessary for our community, there are at least 13 enhancements, or increases in spending of \$145.1 billion, for the Departments of Defense and Homeland Security.

Now Therefore Be It Resolved, that the Ypsilanti City Council urges Michigan Senators Gary Peters and Elissa Slotkin to not only vote no on this budget, but to also amend the budget so that these harmful provisions are removed shall the budget pass, be it further

Resolved, in addition to our Senators, that this resolution be sent to County Commissioner Annie Somerville, State Representative Jimmie Wilson Jr., State Senator Jeff Irwin, Governor Gretchen Whitmer, and Congressperson Debbie Dingell so they may also advocate on Ypsilanti's behalf.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
June 17, 2025

For: Mayor and City Council

From: Desirae Simmons, Council Member, Michelle King, Council Member

Subject: City Council Retreat Questionnaire Discussion

SUMMARY & BACKGROUND:

RECOMMENDED ACTION:

ATTACHMENTS:

1. Council Retreat Report(Simmons)

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 17, 2025

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:

2025 Council Retreat Report

6 Respondents

Retreat Length: between 4-8 hours

Location: within SEMI

Recommendations for meeting locations:

- Someplace with an indoor and outdoor option could be nice, like Matthaei botanical gardens or Belle Isle conservancy
- Ladies Literary Club (Phone: 734-482-7615; Email: rentalinfo@ladiesliteraryclub.org), NEW Center (<https://nut.sh/ell/forms/311452/4B1jEW>), Cobblestone Farms (734.794.6230 x 0 or at cfinfo@a2gov.org), LOVE Building (<https://www.thelovebuilding.org/reserveaspace>), Avalon Village (<https://www.theavalonvillage.org/host-an-event>)
- Mama Akua Community House (<https://test4.key2tech.com/rental-space/>)

Hire a facilitator: Yes

Facilitator Ideas:

- Maria Thomas, honestly like a public school teacher would be good, maybe Deb Ennis,
- Tonya Bailey, Cheranissa Williams, Anna Lemler...
- Leah Chapman, Bianca Drewery (734) 788-9850 and Vandalyn Kennedy (718) 374-6854

Priority Topic Areas:

- 1) Long-Term Strategy: Longer Term Planning to Achieve Big Audacious Goals
- 2) Team Building: Do a Fun Collaborative Activity
- 3) Communication: As a group to the public
- 4) Policy-Making: policies on our radar/policy show and tell

Additional Staff:

The majority of the group did not name staff or named that the staff already set to attend are sufficient.

- Katie Jones
- maybe Joe and Bonnie?
- Finance Director and possibly other relevant department heads



REQUEST FOR LEGISLATION
June 17, 2025

For: Mayor and City Council

From: Steve Wilcoxon, Mayor Pro-Tem, Patrick McLean, Council Member

Subject: Resolution No. 2025-123 Reappointing resident Phil Hollifield to the Planning Commission with a term ending May 1, 2028.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Resolution 2025-123 Reappointment - Hollifield
2. Hollifield, Phil - Reapp Redacted

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 17, 2025

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2025-123
June 17, 2025

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>Name</u>	<u>Board</u>	<u>Expiration</u>
Phil Hollifield 125 Hawkins St. Ypsilanti, MI 48197	Planning Commission	05/01/2028

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Print

Board and Commission Application for Reappointment - Submission #6870

Date Submitted: 3/1/2025

First Name*

Phil

Last Name*

hollifield

Address*

125 Hawkins St

City*

Ypsilanti

State*

MI

Zip Code*

48197-5347

Phone Number*

(313) 343-3333

Email Address*

phil.hollifield@gmail.com

Board or Commission of Reappointment*

Planning

Number of Terms Served*

4 or Over

Did you hold a Position of Leadership?*

No

Are you reapplying to continue as a youth member?*

☐ Yes

☒ No

During your time, how did you assist your Board or Commission to achieve its purpose as stated in the enabling legislation?*

I've been a constant supporter of Ypsilanti, our communities and of the master plan, along with supporting and updating our codes since being first appointed by former mayor Paul Schreiber in 2011

How will you continue to assist your Board or Commission to achieve its purpose if reappointed?*

I will continue supporting what's in the best interest of the city, it's residents and Code of Ordinances. and future updates to the Master Plan

Number of absences*

0

If you had over 3 absences in a calendar year please explain? (this information will not be made available to the public)*

N/A

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.

Electronic Signature

Phil Hollifield



REQUEST FOR LEGISLATION
June 17, 2025

For: Mayor and City Council

From: Bonnie Wessler, DPS Director

Subject: Resolution No. 2025-124 Approving the Michigan Department of Transportation Contract No. 25-5262; and also authorizing the Mayor and City Clerk to sign this contract, subject to approval by the City Attorney.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. MDOT Contract Harrit Phase 1
2. MDOT Resolution 2025-124
3. MDOT Agreement 25-5262

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 17, 2025

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION
June 17, 2025

From: Bonnie Wessler, Director of Public Works

Subject: Harriet (First to Hawkins) Reconstruction, MDOT Contract 25-5262

SUMMARY & BACKGROUND:

Funding has been programed in the Washtenaw County Transportation Improvement Program (TIP) for a reconstruction of Harriet St, from Hawkins west to First Ave, inclusive of the Harriet/Hawkins intersection. This work will include mill & removal of the asphalt surface, replacement of the base courses and drainage, sidewalk patching, as well as necessary related work. This work will be preceded by YCUA's water main work and lead service line replacement program (10 service leads will be replaced), so this will be a busy summer.

This construction work is estimated to cost a total of \$1,423,300; \$1,112,422 (78%) will be covered from Federal funds; this is a combination of formula funds (STU) and competitive grant funds (TAP). The City's balance payable to MDOT will be \$310,878.

MDOT has bid the project and made an award. OHM has presented us with a proposal for construction engineering/construction admin & material testing, which will be on the 7/1 agenda. CE services are generally approximately 10-20% of the construction amount; the amount proposed is \$185,580 due to the complexity of the project (overlap with YCUA and grant administration).

It is anticipated that we will budget for and provide these repairs for calendar year 2025; expenses will be spread over CY 2026 and 2026, possibly 2027 due to MDOT billing practice. Harriet (Hawkins to Hamilton, not inclusive of either intersection) is planned for 2026, with design expenditures beginning CY2025.

	Account	City Share	Total Anticipated Amount
Design Engineering	202-7-9067-7818-00	\$114,710	\$114,710
Construction Engineering	202-7-9067-7818-00	\$185,580	\$185,580
Construction	202-7-9067-7818-00	\$310,878	\$1,423,300
		Total Project Cost	\$1,723,590
		Total City Share	\$611,168

RECOMMENDED ACTION: Approval

ATTACHMENTS: Contract

FY2024/2025 Goal Alignment

- Strategic Goal 1: Capital Improvements and revitalization of City owned facilities and spaces.
- Strategic Goal 2: Staff retention and creating greater efficiencies.
- Strategic Goal 3: Community Engagement
- Strategic Goal 4: Community Development
- **Strategic Goal 5: Infrastructure and investment**
- **Strategic Goal 6: Financial Planning**

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2025-124
June 17, 2025

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the rehabilitation of Harriet Street is programmed for construction year 2025 in the current 3-year TIP; and

WHEREAS, it is necessary to enter into a contract with the Michigan Department of Transportation for the implementation of this project.

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti City Council approves the Michigan Department of Transportation Contract No. 25-5262; and

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

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:

STP, TAP

DA

Control Section	STU 81000; TAU 81000
Job Number	215088CON; 222657CON
Project	25A0601; 25A0602
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5262

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF YPSILANTI, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Ypsilanti, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated May 13, 2025, attached hereto and made a part hereof:

PART A – JOB #215088CON – FEDERAL PARTICIPATION

Hot mix asphalt pavement removal and paving along Harriet Street from First Avenue to Hawkins Street, including earthwork, aggregate base, subbase underdrain, drainage, concrete sidewalk, curb and gutter, curb ramps, permanent signing and pavement markings; and all together with necessary related work.

PART B – JOB #215088CON – NO FEDERAL PARTICIPATION

Video inspection, permit fees, aggregate base and hot mix asphalt paving for parking along the limits as described in PART A; and all together with necessary related work.

PART C – JOB #222657CON – FEDERAL PARTICIPATION

Concrete sidewalk and curb ramps along Harriet Street from First Avenue to Hawkins Street, including aggregate base and concrete driveways; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

09/06/90 STPLS.FOR 5/13/25

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM
TRANSPORTATION ALTERNATIVES PROGRAM

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

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

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

09/06/90 STPLS.FOR 5/13/25

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

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

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. At no cost to the PROJECT

(1) Design or cause to be designed the plans for the PROJECT.

(2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

(3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.

C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Flex Funds in combination with Federal Surface Transportation Urban Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$1,036,370 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract with Federal Surface Transportation Flex Funds limited to \$9,152 and used first. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

09/06/90 STPLS.FOR 5/13/25

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART C

Federal Transportation Alternatives Program Funds shall be applied to the eligible items of the PART C portion of the PROJECT COST up to the lesser of: (1) \$162,970 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART C portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART C portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(I) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

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

09/06/90 STPLS.FOR 5/13/25

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

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

CITY OF YPSILANTI

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



May 13, 2025

EXHIBIT I

CONTROL SECTION	STU 81000; TAU 81000
JOB NUMBER	215088CON; 222657CON
PROJECT	25A0601; 25A0602

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>PART C</u>	<u>TOTAL</u>
Estimated Cost	\$1,162,100	\$ 64,200	\$197,000	\$1,423,300

COST PARTICIPATION

GRAND TOTAL				
ESTIMATED COST	\$1,162,100	\$ 64,200	\$197,000	\$1,423,300
Less Federal Funds*	<u>\$ 951,178</u>	<u>\$ 0</u>	<u>\$161,244</u>	<u>\$1,112,422</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 210,922	\$ 64,200	\$ 35,756	\$ 310,878

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

09/06/90 STPLS.FOR 5/13/25

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

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

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

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

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APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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