1. City Council Regular Meeting Agenda

   Documents: 2-5-13 REVISED FINAL AGENDA.PDF

2. City Council Regular Meeting Packet

   Documents: 02-05-13 PACKET.PDF

Revised – 2/4/13

CITY OF YPSILANTI
COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS - ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, FEBRUARY 5, 2013
6:00 P.M. – CLOSED SESSION
7:00 P.M. – OPEN SESSION

I. CALL TO ORDER

II. ROLL CALL

Council Member Jefferson	P A	Council Member Robb	P A
Council Member Moeller	P A	Council Member Vogt	P A
Council Member Murdock	P A	Mayor Schreiber	P A
Mayor Pro-Tem Richardson	P A		

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

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

V. AGENDA APPROVAL

VI. CLOSED SESSION (6:00 to 7:00 p.m.)

Closed Session to discuss collective bargaining OMA 15.268, Section 8(c).

VII. INTRODUCTIONS

VIII. PRESENTATIONS

1. Grove Road Update – OHM
2. Ypsilanti Housing Commission Update – Interim Director Eric Temple

IX. ORDINANCES – FIRST READING -

Ordinance No. 1185

1. Ainsworth Rezoning
   A. Resolution No. 2013-022, determination
   B. Open public hearing
   C. Resolution No. 2013-023, close public hearing.

X. AUDIENCE PARTICIPATION

XI. REMARKS BY THE MAYOR

XII. MINUTES

Resolution No. 2013-024, approving the minutes of January 22, 2013.

XIII. <u>RESOLUTIONS/MOTIONS/DISCUSSIONS</u>

1. Resolution No. 2013-025, approving City Council goals.

2. Resolution No. 2013-026, approving proposed agreement with DTE for streetlight conversions.

3. Resolution No. 2013-027, approving the Employee Non-Union Benefit Plan.

4. Resolution No. 2013-028, approving amended Deficit Elimination Plan.

5. Resolution No. 2013-029, approving actuarial services for Other Post Employment Benefits (OPEB).

6. Resolution No. 2013-030, authorizing commencement of a special assessment project to determine feasible and value of creating a streetlight special assessment district.

7. Resolution No. 2013-032, supporting the City of Ann Arbor efforts to change the Regional Transit Authority (RTA) legislation or have Washtenaw County removed from the RTA. ***(Added)***

XIV. <u>LIASON REPORTS</u>

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

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

XVI. <u>COMMUNICATIONS FROM THE MAYOR</u> –

XVII. <u>COMMUNICATIONS FROM THE CITY MANAGER</u> –

XVIII. <u>AUDIENCE PARTICIPATION</u> -

XIX. <u>REMARKS FROM THE MAYOR</u> –

XX. <u>ADJOURNMENT</u> –

A. Resolution No. 2013-031, adjourning the City Council Meeting.

Revised – 2/4/13

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7. Resolution No. 2013-032, supporting the City of Ann Arbor efforts to change the Regional Transit Authority (RTA) legislation or have Washtenaw County removed from the RTA. ***(Added)***

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A. Resolution No. 2013-031, adjourning the City Council Meeting.

REQUEST FOR LEGISLATION
February 5, 2013

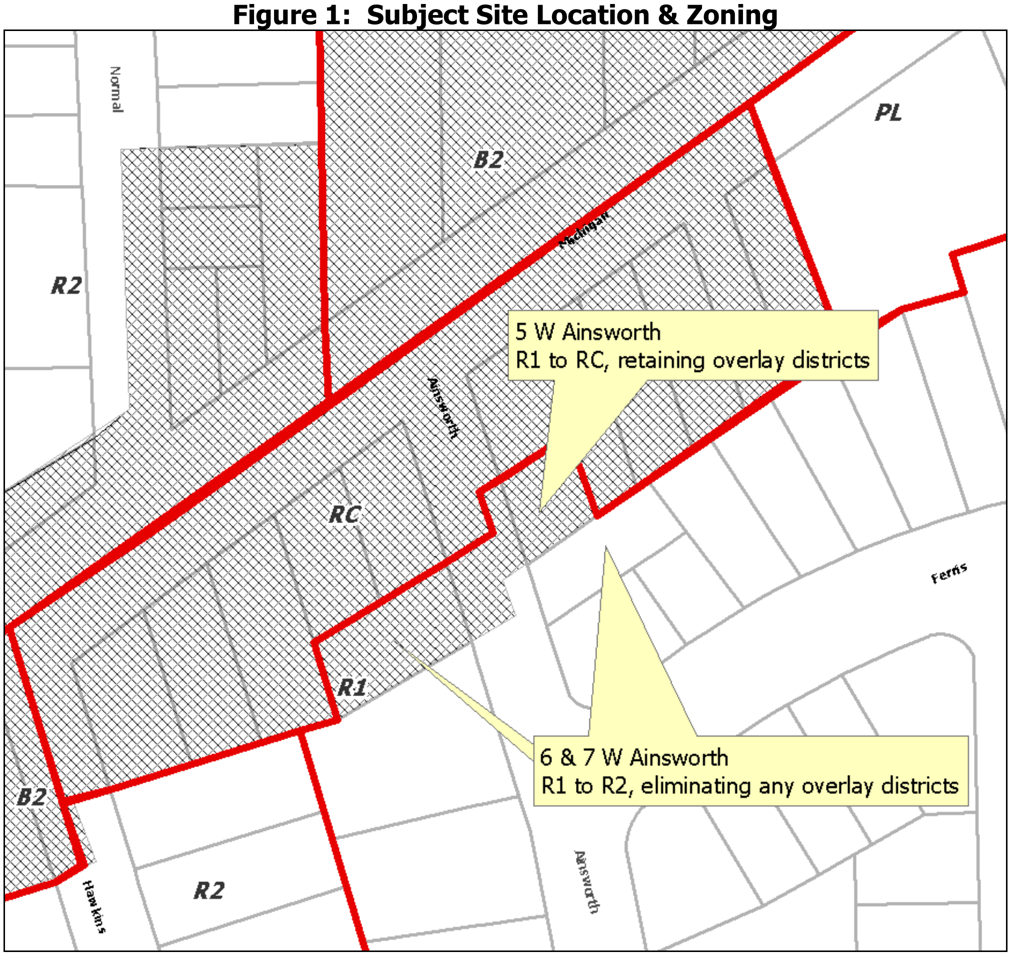
From: Bonnie Wessler, Planner I

Subject: Rezoning of 5, 6, & 7 W Ainsworth – R1 to RC & R2

SUMMARY & BACKGROUND:

The proposed ordinance change is the rezoning of three residential parcels. The initial application requested rezoning for all three from R1 (Single-family residential) to RC (Residential-Commercial); Planning Commission has recommended that two be rezoned from R1 to R2, removing any overlay districts, and the third be rezoned from R1 to RC, retaining overlay districts, as seen below

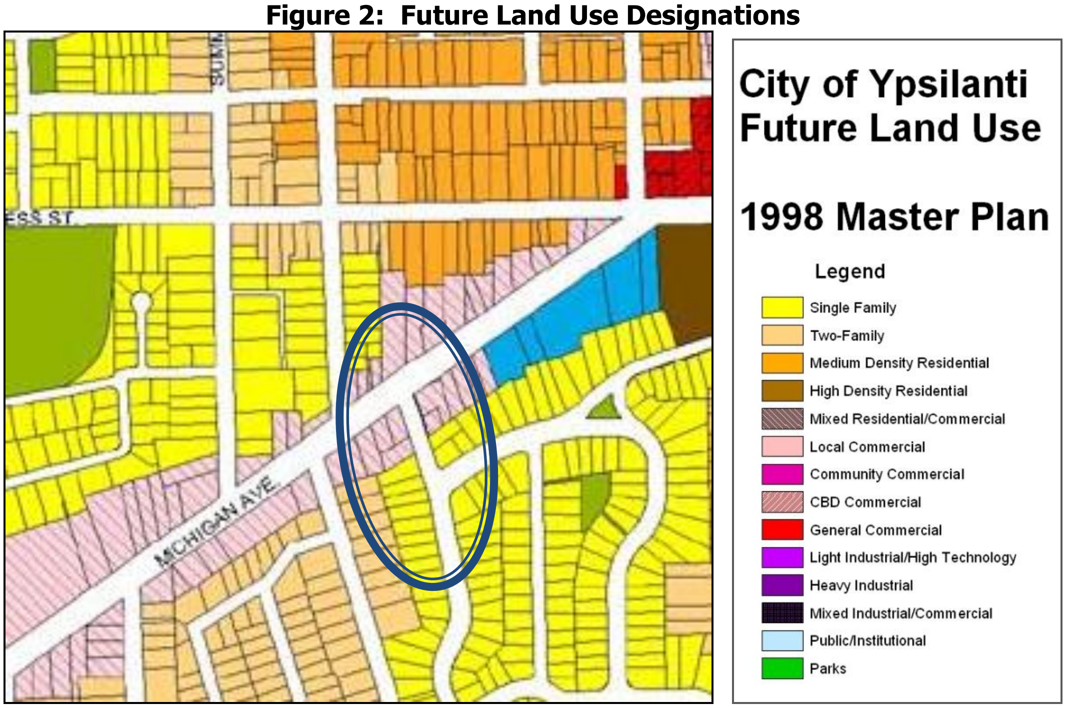
Figure 1: Subject Site Location & Zoning



All of the parcels are currently used for residential. One has been converted into a duplex rental (7 W Ainsworth); another is a single-family rental (5 W Ainsworth), and the third is a single-family owner-occupied unit (6 W Ainsworth), per the assessing records. 7 W Ainsworth was a single-family rental until approximately 1999, when the owner at the time illegally converted it into a duplex. The owner at the time was cited in 2003; the property was foreclosed upon, and Ms Speiss, the applicant for rezoning, purchased the property earlier in 2012. Upon discovering that the duplex was not a legal use in the R1 district, Ms Speiss worked with staff to determine how to legally continue the duplex use. Staff provided several options; the applicant chose to request a rezoning to RC (Residential-Commercial).

When an applicant requests rezoning, also called a map amendment, for a single parcel, Planning Commission is obligated to review that request in the context of the neighborhood and the Master Plan. 5, 6, & 7 W Ainsworth lie on the border between West Michigan Ave and the Ainsworth neighborhood. 5 & 6 W Ainsworth and the area along Michigan Avenue are master-planned for "Mixed Residential-Commercial," a designation that could encompass any of the following zones: R1, R2, R3, R4, RO, B1, B2 (p 72), or RC, a zone that was created after the adoption of the Master Plan. 7 W Ainsworth is master planned for "Single-family residential," equivalent to R1, as is the area to the south. All parcels involved are part of the "Gateway Area / Perry Neighborhood" of the Master Plan; goals for this area include "creating a positive entry into the City via design, landscaping, and signage; improving the linkages between neighborhoods and Downtown; …. preventing unwanted land uses along West Michigan Avenue; and improving and redeveloping the existing housing stock." (p 77) The subject properties are also partially within the "West Michigan Avenue Target Area," page 86, primarily aimed at those properties which directly front onto Michigan Ave. Primary concerns listed in this target area relate to its prominence as one of the main entries into the City, traffic, and the buffering of nearby neighborhoods from commercial impacts, both those related to traffic and those related to neighborhood character.

Figure 2: Future Land Use Designations



Planning Commission held a public hearing at both its 14 November 2012 and 12 December 2012 meetings, and considered the map amendment at both its November and December meetings. Consideration was given to rezoning to RC, R2, or RO, as well as modification of the overlay districts. All involved properties front onto West Ainsworth, north of Ainsworth and south of W Michigan. As 5 W Ainsworth is under the same ownership as 707 W Michigan, and surrounded by and in line with parcels currently zoned RC, Planning Commission is recommending re-zoning this property separately from 6 and 7 W Ainsworth. Rezoning of all three parcels was recommended 5-2 at the December meeting.

RECOMMENDATION

The Planning Commission recommends that the City Council rezone 6 and 7 W Ainsworth from R1, single-family residential, to R2, two-family residential; and to remove the overlay zones of RCO, residential-commercial overlay, and EO, entryway overlay; and to rezone 5 W Ainsworth from R1, Single-family Residential, to RC, Residential-Commercial, retaining the existing overlay zones.

Please contact Bonnie Wessler, Planner I, with any questions you may have regarding this rezoning at 734-483-9646 or by email to wesslerb@cityofypsilanti.com.

RECOMMENDED ACTION: Approval

ATTACHMENTS: 14 Nov 2012 staff report to Planning Commission
Excerpt from 14 Nov 2012 adopted Planning Commission minutes
12 December 2012 staff report to Planning Commission
Excerpt from 12 December 2012 Planning Commission minutes
Zoning text amendment ordinance and resolutions

CITY MANAGER APPROVAL: ___________________________ COUNCIL AGENDA DATE: _________

CITY MANAGER COMMENTS: __________________________

FISCAL SERVICES DIRECTOR APPROVAL: _____________________________________

Resolution No. 2013 -022
February 5, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the proposed ordinance entitled, "Rezoning of 5, 6, & 7 W. Ainsworth from R1 to RC & R2" be approved on **First Reading.**

OFFERED BY: ______________________________

SUPPORTED BY: ______________________________

YES: NO: ABSENT: VOTE:

Ordinance No. 1185

An Ordinance Entitled "AINSWORTH REZONING"

THE CITY OF YPSILANTI ORDAINS:

That the following properties with the following addresses and tax code ID#:

- 6 W Ainsworth, tax identification code 11-11-39-130-015;
- 7 W Ainsworth, tax identification code 11-11-39-125-015;

Be rezoned from R1, Single-Family Residential, to R2, One- And Two- Family Residential; and to remove the overlay zones of RCO, Residential-Commercial Overlay, and EO, Entryway Overlay;

AND FURHTERMORE,

That 5 West Ainsworth, tax identification code 11-11-39-125-013, be rezoned from R1, Single-family Residential, to RC, Residential-Commercial, retaining unchanged any overlay zoning districts.

MADE, PASSED, AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS___________ DAY OF _______________, 2013

____
FRANCES MCMULLAN, City Clerk

Attest

I do hereby confirm that the above Ordinance No. __________was published in the Ypsilanti Courier on the _____ day of __________, 2013.

____
FRANCES MCMULLAN, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting of the City Council held on the _____ day of __________, 2013.

____
FRANCES MCMULLAN, City Clerk

Notice Published: ______________________________
First Reading: ________________________________
Second Reading: ______________________________
Published: ___________________________________
Effective Date: _______________________________

City of Ypsilanti
Planning and Development Department

31 October 2012

Staff Review of Rezoning Application
5, 6, 7 W Ainsworth

Applicant:	Ana Paula Spiess Paula's Properties 7 W Ainsworth Ypsilanti, MI 48197
Project:	West Ainsworth Rezoning
Application Date:	15 October 2012
Location:	W Ainsworth between Ferris and W Michigan
Zoning:	7 W Ainsworth: R1 6 W Ainsworth: R1, EO, RCO 5 W Ainsworth: R1, EO, RCO
Master Plan:	7 W Ainsworth: Single-Family (R1, Single-Family Residential, per p 72 of Master Plan) 6 & 5 W Ainsworth: Mixed Residential-Commercial (R1/R2/R3/R4/RO/B1/B2, per p 72 of Master Plan; current RC, Residential Commercial district was created to address this Future Land Use designation, p 93)
Action Requested:	Rezone to RC, Residential Commercial
Staff Recommendation:	Partial rezoning.

PROJECT AND SITE DESCRIPTION

Rezoning is requested for three residential parcels. One has been converted into a duplex rental (7 W Ainsworth); another is a single-family rental (5 W Ainsworth), and the third is a single-family owner-occupied unit (6 W Ainsworth).

7 W Ainsworth was a single-family rental until approximately 1999, when the owner at the time illegally converted it into a duplex. The owner was cited in 2003; the property was foreclosed upon recently. Ms Speiss, who purchased the property, is requesting the rezoning.

Figure 1: Subject Site Location & Zoning

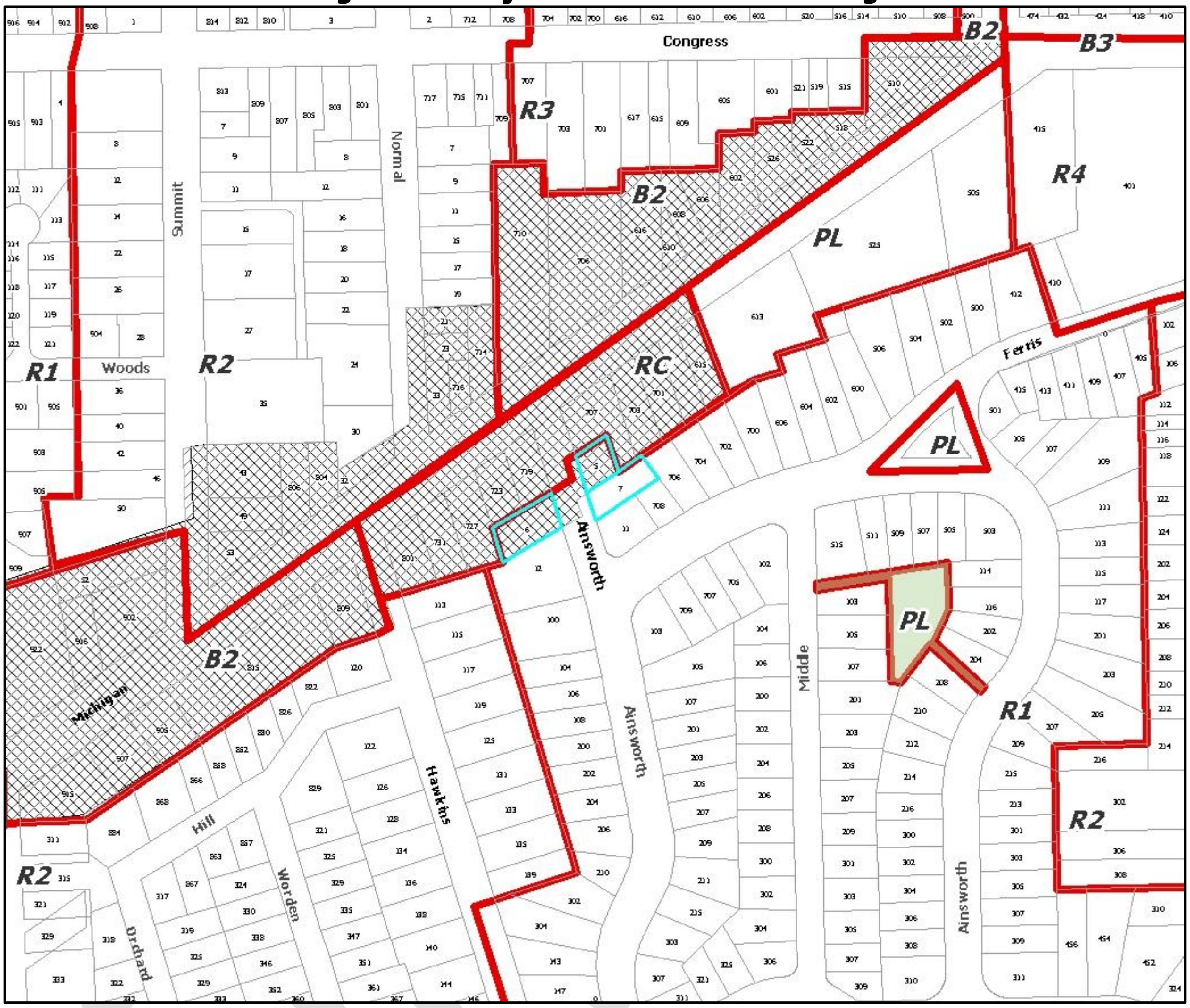
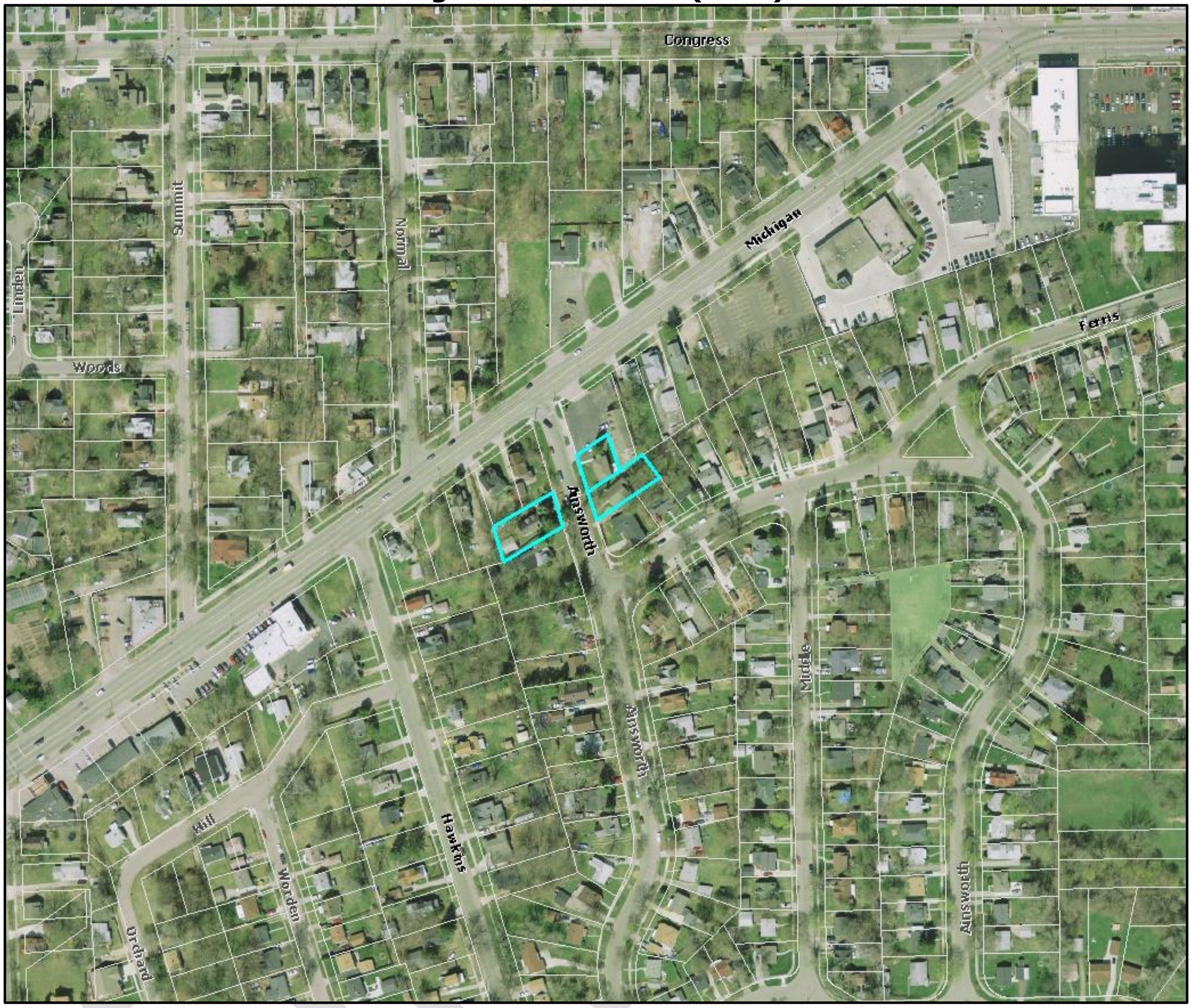


Figure 2: Site Aerial (2010)



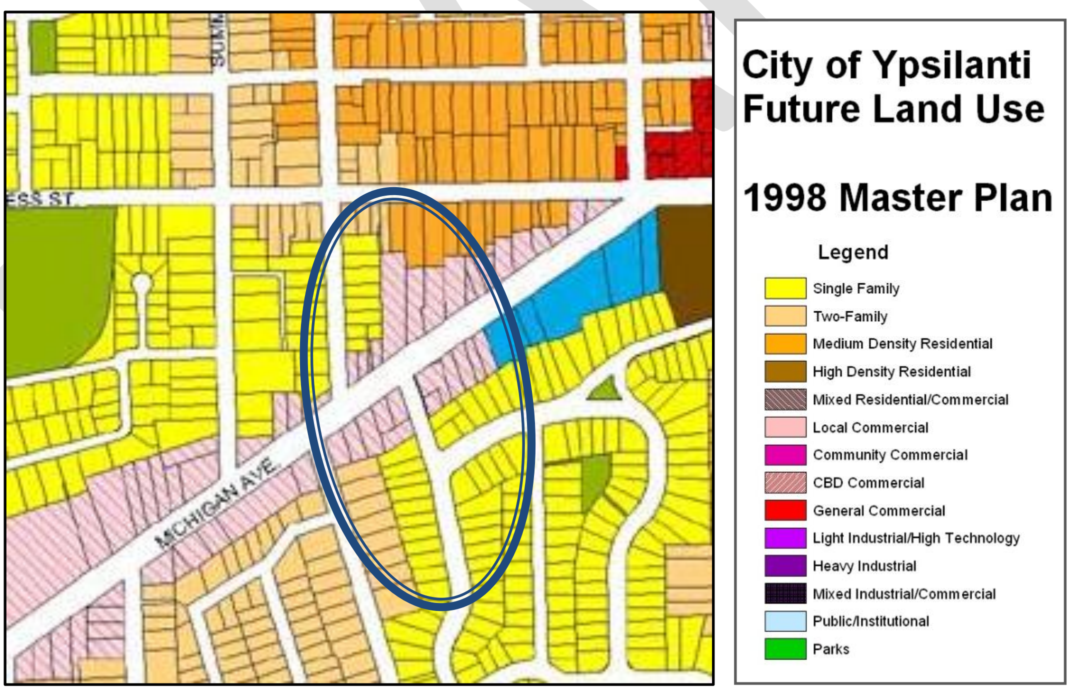
MASTER PLAN

The subject properties are within the "Gateway Area / Perry Neighborhood." Goals for this neighborhood include "creating a positive entry into the City via design, landscaping, and signage; improving the linkages between neighborhoods and Downtown; upgrading the commercial properties along East Michigan Avenue; preventing unwanted land uses along West Michigan Avenue; and improving and redeveloping the existing housing stock."

The subject properties are also partially within the "East Michigan Avenue Target Area." This target area seems primarily aimed at those properties with frontages directly on East Michigan Ave, rather than those properties adjacent to it. Primary concerns listed in this target area relate to traffic and the buffering of nearby neighborhoods from commercial impacts, both those related to traffic and those related to neighborhood character.

The future land use map, below, shows 5 & 6 W Ainsworth as Mixed Residential/Commercial, the equivalent of R1/R2/R3/R4/RO/B1/B2, per p 72 of Master Plan; however, the current RC, Residential Commercial, district was created to address this Future Land Use designation, per recommendations laid out on p 93. 7 W Ainsworth has a designated future land use of Single Family (equivalent to R1), but is directly adjacent to and fronts on a segment of a street otherwise designated Residential-Commercial.

Figure 3: Future Land Use Designations



EXISTING LAND USE AND ZONING

Three parcels are under consideration for rezoning. All are zoned R1 currently; 5 and 6 are also within the RCO and EO districts. 5 and 6 are used for single-family; 7 was unlawfully converted into a duplex in 1999. Ownership of 7 has changed since the conversion, and the current owner is requesting the rezoning.

Figure 4: Surrounding Land Use and Zoning

	LAND USE	ZONING
NORTH	One- and two- family residential (NW) Heating & cooling repair (NE)	RC, Residential Commercial EO, Entryway Overlay, & RCO, Residential-Commercial Overlay
EAST		
SOUTH	Single-family residential	R1, Single-Family Residential
WEST	Multifamily residential (NW) Single family residential (SW)	RC, Residential Commercial EO, Entryway Overlay, & RCO, Residential-Commercial Overlay (NE) R2, One- and Two- Family residential (SE)

Traffic

No traffic count data is available for W Ainsworth. It is the primary entry point for the Ainsworth neighborhood, however.

REZONING IMPLICATIONS

INTENT

R1 zoning is "designed to provide an environment of predominantly low-density, single-family detached dwellings, along with other related facilities such as schools and churches. It is the purpose of the R1 single-family residential district to encourage the preservation and the continuation of the long-standing residential fabric in existing neighborhoods of predominantly single-family dwellings. Multiple-family, business, or industrial uses which would substantially interfere with the development or continuation of single-family dwellings in the district are prohibited."

In contrast, the stated purpose of RC zoning is to provide "for a mixture of residential and low intensity commercial uses. The commercial uses are intended to be compatible with various residential densities and housing types, and are to be of a small scale neighborhood commercial nature. For the purpose of establishing relative intensity and potential impacts, the intensity for residential or commercial uses is based upon the number of units or commercial building size."

Figure 5: Permitted uses in existing and proposed zonings. Uses not currently permitted are in bold type.

R1	RC
Essential services.	**Apartments located above the ground floor of permitted business, office or other uses; provided that the apartment units meet the minimum floor area requirements of Section 122-794, and adequate parking for apartments**

R1	RC
	is provided in addition to the required parking for business us as provided under Article XIII. Refer to Section 122-295 through 122-298 for area, height, floor area and development standards.
Manufactured housing located and installed according to the same standards that would apply to a site-built, single-family dwelling on the same lot.	**Adult Foster Care Small and Large Group Homes, Adult Foster Care Congregate Facilities, and Foster Family Group Homes, as defined under Section 122-773, and subject to the specific provisions in Section 122-773.**
Single-family detached dwelling units.	**Arts and crafts studios and schools.**
	Bed and Breakfast Lodgings, subject to the Specific Provisions in Section 122-778.
	Business offices of a public utility, transportation authority, commercial or industrial establishments, and governmental administrative offices.
	Business and professional offices and services, such as real estate, insurance, travel agencies, legal, architecture, accounting, advertising, engineering, consulting, auditing, tax preparation, bookkeeping services, non-profit organizations, fraternal associations, political organizations and religious organizations.
	Catering services where more than fifty (50) percent of the food produced on the premises is consumed off the premises, and the gross floor area or the Catering Service shall not exceed 1,500 square feet.
	Child Care Centers and Day Care Centers (not including dormitories), when not operated on the grounds of a private or public school or church/ synagogue, subject to the Specific Provisions in Section 122-779.
	Child drop-off centers, licensed by the State of Michigan, where minor children are not cared for longer periods than four (4) hours.
	Churches, Synagogues, and other Religious Facilities and Services, including mortuaries, subject to Specific Provisions of Section 122-780.
	Dormitories, Convents, or similar uses.
	Elementary, junior and senior high schools, public, parochial, and private schools, subject to the Specific Provisions in Section 122-805.

R1	RC
	Essential services.
	Financial institutions, including banks, credit unions and savings and loan associations, provided that no drive-through facilities are permitted.
	Funeral or mortuary establishments, provided that adequate assembly area is provided off-street for vehicles to be used in funeral processions.
	Health and physical fitness centers, provided they are licensed.
	Indoor restaurants, as defined in Section 122-2, for sit-down, carryout, and delivery, providing there are no more than thirty (30) seats and no drive-through facilities.
	Inns, hotels or motels, as defined in Section 122-2, and subject to the specific provisions of Section 122-778.
	Medical or dental offices or clinics.
	Multiple apartment dwellings of up to twelve (12) units inclusive.
	Offices and showrooms of a plumber, electrician, upholsterer, caterer, decorator or similar trade, subject to the Specific Provisions in Section 122-797.
	Outdoor cafes, subject to the specific provision of Section 122-799.
	Personal service establishments such as a tailor, barber, beauty, shoe repair, locksmith, small appliance repair without installation, or similar personal service shops, providing not more than ten (10) persons shall be employed.
	Private non-commercial recreational areas or social facilities, institutions or community recreational centers, and non-profit swimming pools, or tennis clubs, subject to the Specific Provisions in Section 122-802.
	Private service clubs, lodges, fraternal organizations, banquet halls and meeting halls.

R1	RC
	Retail businesses, such as food stores, grocery stores, food cooperatives, meats, dairy products, baked goods, ice cream, personal use items (drugs, health care, dry goods, notions, hardware, books, magazines, periodicals, stationary and school supplies), florists shops, hobby and craft stores, gifts, antiques, jewelry, small household articles, tobacco products, toilet articles, wearing apparel and personal accessories, toys, and similar products.
	Single family detached dwelling units.
	Two-family dwellings.
	Video rental and sales establishments.
	Accessory uses customarily incidental and clearly ancillary to the above permitted uses when in accordance with Article XI, Division 2.

Figure 7: Area, height and placement standards

	R1	RC
Lot area, width, and building coverage.	In the R1 district, no lot shall have a width of less than 50 feet or contain less than 6,500 square feet of lot area. Lots with nonparallel sides shall not be less than 50 feet wide measured at 25 and 50 feet from the front lot line.	In the RC District, no lot shall have a minimum width of less than forty-five (45) feet. Lots with non-parallel sides shall not be less than the minimum width at twenty (20) and fifty (50) feet from the front lot line. No lot shall contain less than the minimum area in accordance with the following requirements: (a) Existing single and two-family residential dwelling units: Four thousand five hundred (4,500) square feet for dwellings containing up to four (4) units. (b) Multiple apartment dwellings containing four (4) or more units shall be the greater of the following: (i) A minimum lot size of six thousand (6,000) square feet; or (ii) A minimum of one thousand four hundred (1,400) square feet per unit. (c) The minimum lot size for non-residential uses, unless otherwise specified in this Ordinance, shall be limited by the restrictions governing lot coverage, setbacks, screening, and parking requirements. (2) *Lot Coverage.* The total area of all structures at the ground level shall not exceed forty-five (45) percent of the lot area.

	R1	RC
Front yard.	There shall be a front yard of not less than 25 feet as measured from the front lot line. Where an existing front yard setback line has been established by existing residential dwellings occupying 50 percent or more of the frontage within the same block on the same side of the street, the depth of the front yard shall not be less than the average depth of the front yards of the existing buildings on each side.	There shall be a front yard of not less than twenty (20) feet as measured from the front lot line. Where all frontage on the same side of a street between two (2) intersection streets is located entirely within a commercial or residential /commercial zoning district and where a setback has been established by fifty (50) percent of such frontage, then this established setback shall determine the required front yard.
Side yards.	No side yard shall be less than five feet, with a minimum total of 14 feet for both side yards.	For residential uses containing four (4) or fewer units, no side yard shall be less than six (6) feet. For all other non-residential uses, the side yard shall be a minimum of twelve (12) feet unless adjacent to a residential use or zone for which a minimum of a twenty-five (25) foot setback is required. When abutting a street, the side yard shall be not less than a minimum of twelve (12) feet for all uses.
Street side yard.	Where a side yard abuts a street, the minimum width of such street side yard shall be eight feet.	n/a
Courtyards.	N/A	n/a
Rear yards.	N/A	There shall be a rear yard setback of not less than twenty-five (25) feet.
Abutting a residential district.	Notwithstanding the provisions of this section, no principal building or accessory structure associated with a business use shall be located closer than 25 feet to any adjacent residential district. In addition, an obscuring fence or greenbelt shall be provided and maintained on those sides or rear of the property abutting land zoned residential, as provided by section 122-703.	Unless a stricter setback is provided elsewhere in this Ordinance, a minimum setback of twenty-five (25) feet shall be maintained along all property lines where a multiple family (greater than 4 units) or a nonresidential use abuts a single family use or zoning district. Such requirement does not apply if the site is separated from the single family residential use or zone by a public street.
Height	No building or structure in an R1 single-family residential district shall exceed 30 feet in height or 2 ½ stories. See section 122-640 for exceptions to height regulations.	No building or structure shall exceed three (3) stories or forty (40) feet in height. See Section 122-640 for height exceptions.
Other requirements	*Other yard requirements.* For all uses permitted other than single-family residential, all yard setbacks shall equal the height of the structure or the setback required under subsections (2) through (5) of this section, whichever is greater.	*Distance between Buildings.* The minimum distance between two (2) multiple family dwellings on a single lot or on contiguous property under the same ownership shall be twenty (20) feet, plus four (4) additional feet for every story or fraction thereof that the building exceeds two and one-half (2 1/2) stories.

REZONING CONSIDERATIONS

The following are generally accepted criteria for evaluating a rezoning request and staff responses to each:

1) *Is the proposed change consistent with the goals, policies and future land use map of the City of Ypsilanti Master Plan?*
   The proposed change is partially consistent with the future land use map, but not consistent with the goal of protecting residential neighborhoods. Changing the zoning of these parcels to another, less intense use that permits two-family homes may be a more appropriate "buffer" between Michigan Avenue and the single-family residential neighborhood to the south.

2) *Is there evidence that the owner(s) cannot receive a reasonable return on investment through developing the property with one of the uses permitted under the current zoning?*
   No. Although 7 W Ainsworth was a single-family use until 1999, and the owner at the time presumably remodeled to gain a higher economic return than they had been doing, 6 and 5 W Ainsworth appear to be stable, economically viable single-family residential uses.

3) *Are the uses permitted in the proposed zoning district compatible with existing surrounding land uses?*
   No. Although an RC designation would be consistent with the zoning to the north, RC is significantly more intense than the neighborhood to the south. An RO or R2 zoning district may be a more suitable buffer.

4) *Are city utilities and services sufficient to accommodate the uses permitted in the proposed zoning designation?*
   Yes.

5) *Can the existing street system safely and efficiently accommodate the expected traffic generated by uses permitted in the proposed zoning district?*
   Yes, with qualifications. Commercial uses at this primary entrance point to the neighborhood may generate unwanted neighborhood traffic as patrons of commercial uses seek a way out. The Ainsworth neighborhood is only connected to the larger street grid at two points: W Ainsworth at Michigan and Ferris at S Hamilton; this limited connection may confuse visitors.

6) *Is there apparent demand for the types of uses permitted in the proposed zoning district compared to the amount of land in the City currently zoned and available to accommodate the demand?*
   Undetermined. Although there are only approximately 18 acres of land zoned RC currently, much of it adjacent to or directly accessible from commercial corridors such as West Cross, West Michigan, and Ecorse, there are over 400 acres of land zoned R2 and 65 acres zoned RO, a less intense mixed-use district somewhat similar to RC.

7) *The boundaries of the requested rezoning district are reasonable in relationship and development of the site will be able to meet the dimensional regulations for the proposed zoning district.*
   Yes. The proposed area for rezoning is limited to those parcels fronting on W Ainsworth directly south of W Michigan, north of Ferris.

8) *If the rezoning is appropriate, is the proposed designation the most appropriate considering all other districts, from the City's perspective?*
   No. Another use, somewhat less intense than RC, may be more appropriate for this area. The Master Plan designation of Residential-Commercial included such alternate zones, although the RC zoning district is the most direct interpretation of the Master Plan, it may be advisable to choose from this alternate list.

9) *If the rezoning request is for a specific use, is rezoning the land more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use?*
   Yes.

10) *Will the requested rezoning create an isolated and unplanned "spot zone"?*
   No. This area would become a buffer between the more intense, commercial character of West Michigan Avenue and Ainsworth's single-family neighborhood character.

STAFF RECOMMENDATION

Staff recommends the Planning Commission recommend ***denial*** of the rezoning to RC, Residential-Commercial for 5, 6, & 7 W Ainsworth with the following findings:

1. The rezoning is not consistent with the 1998 Master Plan goals and policy of protecting strong single-family residential neighborhoods.
2. Traffic generated by permitted uses in the proposed zoning district may have negative consequences for the neighboring neighborhood, based on its unique traffic patterns.

However, staff further recommends that Planning Commission consider either an RO or R2 zoning designation for the subject properties.

____

Bonnie Wessler
Planner I, Planning and Development Department

c.c. File

PLANNING COMMISSION
MEETING MINUTES
November 14, 2012
CITY COUNCIL CHAMBER
7:00 P.M.

I. CALL TO ORDER

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

II. ROLL CALL

Present: R Johnson, G. Clark, D. Lautenbach, M. Bullard, B. Lenart, K. Weger

Absent: R. Murphy (excused) P. Hollifield (excused) C. Zuellig (excused)

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

III. APPROVAL OF MINUTES – October 24, 2012

Commissioner Lautenbach moved to approve the minutes of October 24, 2012 with recommended changes (Support: G. Clark) and the motion carried unanimously.

IV. AUDIENCE PARTICIPATION

None

V. PUBLIC HEARING ITEMS & PRESENTATIONS

5, 6, & 7 W. Ainsworth – rezoning request R1 to RC

Ms. Wessler, Planner I, stated that this is a request to rezone three parcels to RC, Residential Commercial. One has been converted into a duplex rental (7 W. Ainsworth) another is a single-family rental (5 W. Ainsworth) and the third is a single-family owner-occupied unit (6 W. Ainsworth). 7 W. Ainsworth was a single-family rental until approximately 1999, when the owner at the time illegally converted it into a duplex. The owner was cited in 2003; the property was foreclosed recently. The applicant who purchased the property is requesting the rezoning. Ms. Wessler continued by stating that the subject properties are within the "Gateway Area/Perry Neighborhood". Goals for this neighborhood include "creating a positive entry in to city" improving and redeveloping the existing housing stock and upgrading the commercial properties along East Michigan Avenue. The subject properties are also partially within the "East Michigan Avenue Target Area." That area is primarily aimed at those properties with frontages direction on East Michigan Avenue, rather than those properties adjacent to it. The properties in question are adjacent to East Michigan Avenue but not fronting it.

The future land use map shows two of these properties for future consideration as Mixed Residential/Commercial, which is the equivalent of R1/R2/R3/R4/RO/B1/B2 and 7 W. Ainsworth has a designated future land use of Single Family but is directly adjacent to and fronts on a segment of a street otherwise designated Residential Commercial. She reviewed the surrounding land use and zoning. There is no traffic count data available for W. Ainsworth but it is the primary access point for that neighborhood. She distributed charts showing the permitted uses R1 vs RC and RO vs R2 to compare permitted uses. R1 is one of our most restrictive zoning designations and only permits essential services, single family dwelling units. In contrast, the stated purpose of RC zoning is to provide "for a mixture of residential and low intensity commercial uses, which are intended to be compatible with various residential densities and housing types, and are to be of a small scale neighborhood commercial nature.

Ms. Wessler reviewed the rezoning considerations with staff's response adding that staff recommends that the Planning Commission deny the rezoning to RC, Residential Commercial for all three of the properties stated and included staff's findings. She stated that staff recommends Planning Commission to consider either an RO or R2 zoning designation for the subject properties. The public hearing was noticed with RC so it would have to be re-noticed and Planning Commission would have to decide this matter at a later meeting.

Some questions were asked by board members regarding the re-noticing and overlay districts, to which, Ms. Wessler responded in detail. There was also a question on non-conformity if we go through with rezoning, which Ms. Wessler also responded in detail.

Commissioner Clark moved to open the public portion of the hearing (Support: K. Weger) and the motion carried unanimously.

Orlando Avant – was in attendance to represent the applicant, Ms. Ana Paula Spiess, owner of the property. He asked if RO or R2 is allowed for duplex to which Ms. Wessler confirmed that it is. He questioned that it could be re-noticed to go before council. Mr. Avant continued by adding that Ms. Spiess purchased the property with the understanding from the owner that it could be used as a duplex and did not find out until later that this was untrue, hence the reason for her coming before the Planning Commission to get permission to legally rent the property. He stated that there are two meters, two furnaces and the driveway is compatible for this purpose. There are also separate entrances, one in front and one in back. The location of the structure is one house off Michigan which is commercial in nature. The RC designation is not as important as being able to lease it as a duplex. If RO or R2 seems to be more appropriate, they would welcome that. Ms. Spiess (owner of the property) stated that she had informed the neighbors of her plans to come before the commission and they had no complaints.

Commissioner Clark moved to close the public portion of the hearing (Support: D. Lautenbach) and the motion carried unanimously.

There were various opinions and concerns given by commission members on potential zoning possibilities, after which, one member suggested tabling the item in order to give staff an opportunity to look at RO and R2. After further discussion, Commissioner Lautenbach moved that the Planning Commission recommend tabling the rezoning of 5, 6, & 7 W. Ainsworth to allow Planning staff to determine if these properties can be rezoned to RO or R2 use (Support: G. Clark) and the motion carried unanimously. Commissioner Lenart moved to include in the re-noticing potential elimination of the overlay designation from two of the properties (Support: D. Lautenbach) and the motion carried unanimously.

I. OLD BUSINESS

1. 311 S. Grove – Conditional Rezoning

Commissioner Lenart moved to remove this item from the table (Support: G. Clark) and the motion carried unanimously.

At the previous commission meeting, staff was directed to look at other options. Planning Commission reviewed the previous rezoning proposal from B2 to B4 at its October 24th meeting and requested that staff look for another potential route for the property, including conditional rezoning. Staff worked with the applicant and revised the application request to that of conditional rezoning, which would limit the rezoning to the addition of one use (automotive sales) to the base B2 zoning. Staff checked with the city attorney that conditional rezoning could be considered as well checking to see if re-noticing was necessary, which it is not. The authority for conditional rezoning is Act 110 of 2006. In researching the process of conditional rezoning, staff learned that it is essential that the applicant propose the conditions for rezoning. Staff is still looking at going from B2 to B4 but the onus is on the applicant, since the use in B4 would be restrictive allowing the automotive sales, which is what the applicant wants.

Staff normally guides an applicant on options but in this case, we are not allowed to do that. The result is a series of conditions, which is shown in the staff report as to which ones would have been part of a site plan review and which ones would be additional conditions above and beyond. The reuse would be restricted in B4 uses that are same as the B2 with the addition of the car sales.

Ms. Gillotti reviewed the applicant proposed conditions in detail as listed on pages 12 and 13 of the staff report. Commissioner Lenart confirmed that these conditions would be applied to that site and would essentially be creating a B4* district. Ms. Gillotti stated that it is still problematic in relation to the Master Plan. Staff noted that while the conditional rezoning is an improvement on the previous request due to the limitations on permitted uses and additional conditions, she recommends the Planning Commission recommend denial of the rezoning and listed their findings.

City of Ypsilanti
Planning and Development Department

31 October 2012
04 Dec 2012 REVISED

Staff Review of Rezoning Application
5, 6, 7 W Ainsworth

Applicant:	Ana Paula Spiess Paula's Properties 7 W Ainsworth Ypsilanti, MI 48197
Project:	West Ainsworth Rezoning
Application Date:	15 October 2012
Location:	W Ainsworth between Ferris and W Michigan
Zoning:	7 W Ainsworth: R1 6 W Ainsworth: R1, EO, RCO 5 W Ainsworth: R1, EO, RCO
Master Plan:	7 W Ainsworth: Single-Family (R1, Single-Family Residential, per p 72 of Master Plan) 6 & 5 W Ainsworth: Mixed Residential-Commercial (R1/R2/R3/R4/RO/B1/B2, per p 72 of Master Plan; current RC, Residential Commercial district was created to address this Future Land Use designation, p 93)
Action Requested:	**Rezone to R2, One- and Two-Family Residential or RO, Residential Office**
Staff Recommendation:	Rezoning.

PROJECT AND SITE DESCRIPTION

Rezoning is requested for three residential parcels. One has been converted into a duplex rental (7 W Ainsworth); another is a single-family rental (5 W Ainsworth), and the third is a single-family owner-occupied unit (6 W Ainsworth).

7 W Ainsworth was a single-family rental until approximately 1999, when the owner at the time illegally converted it into a duplex. The owner was cited in 2003; the property was foreclosed upon recently. Ms Speiss, who purchased the property earlier in 2012, is requesting the rezoning.

Figure 1: Subject Site Location & Zoning

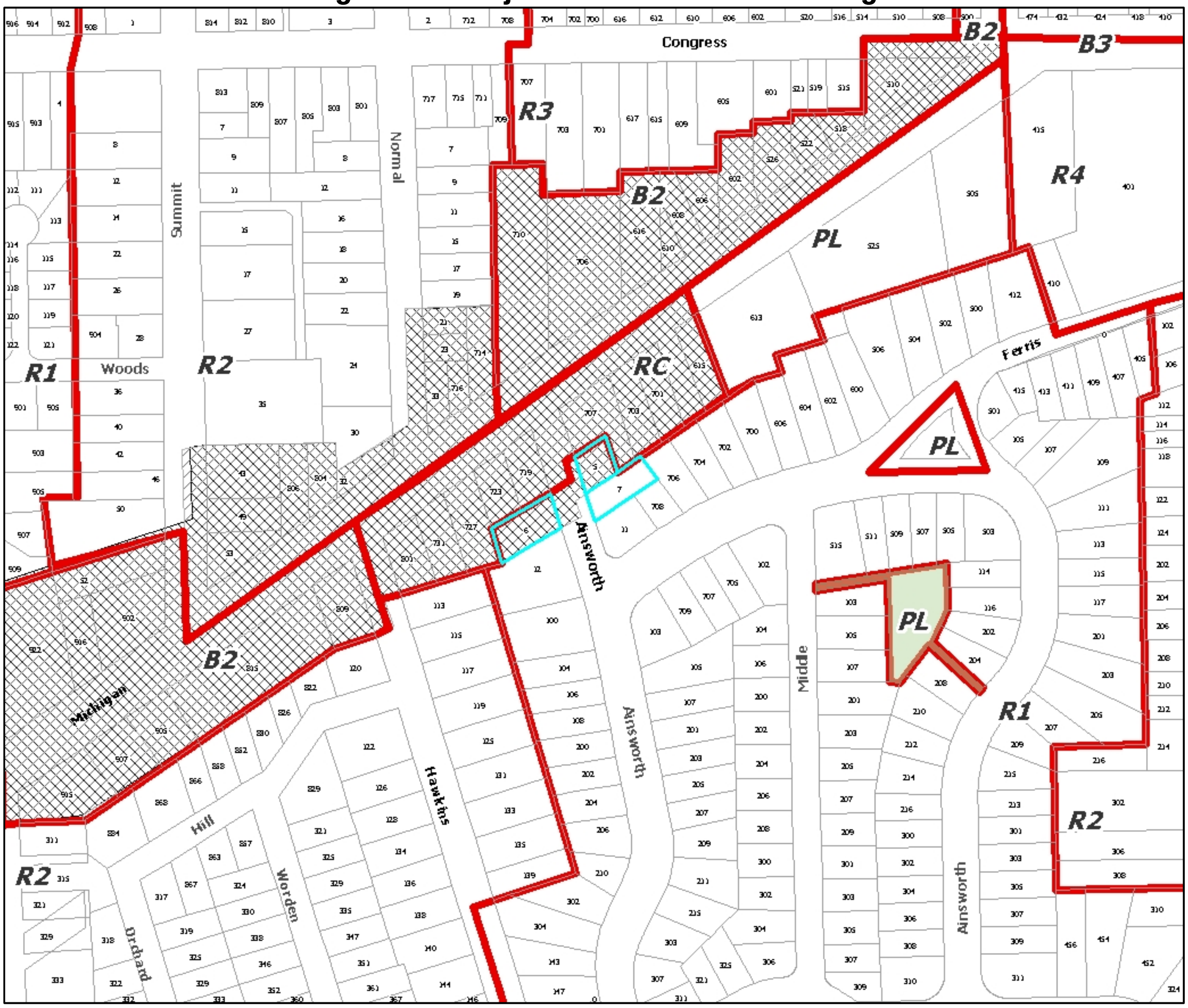
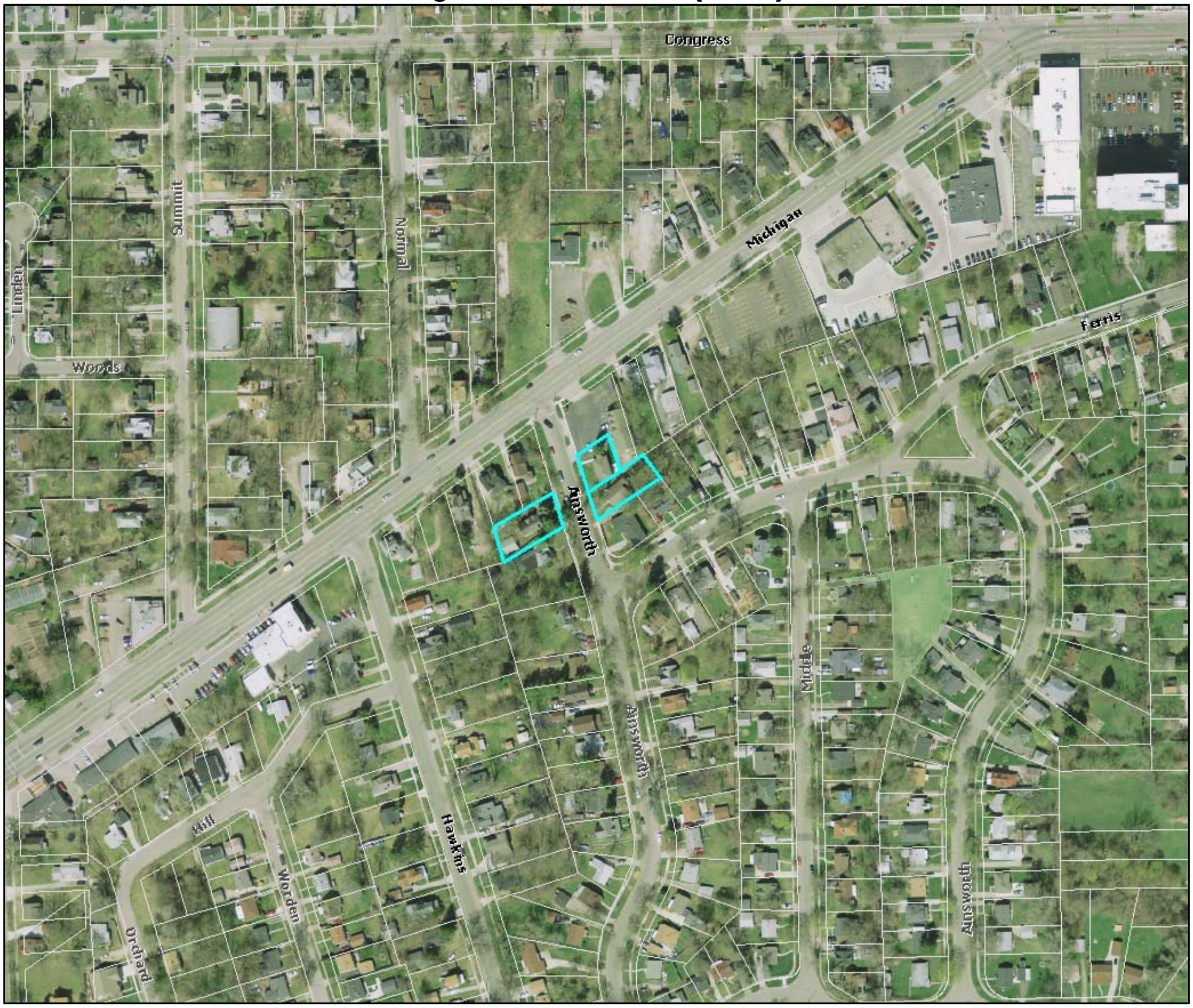


Figure 2: Site Aerial (2010)



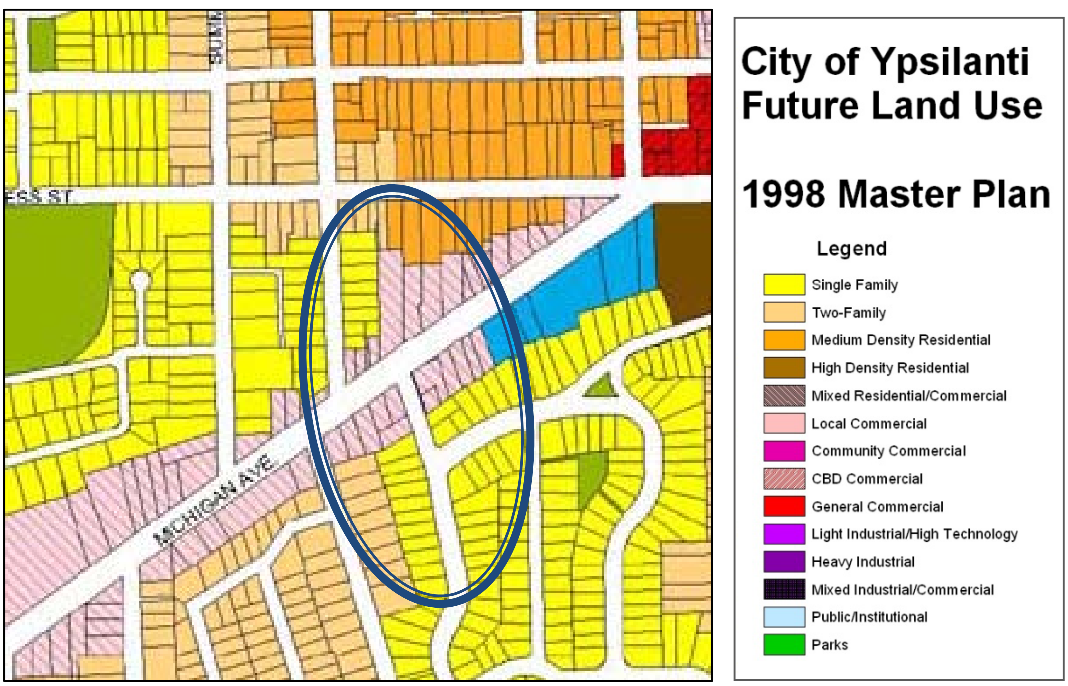
MASTER PLAN

The subject properties are within the “Gateway Area / Perry Neighborhood.” Goals for this neighborhood include “creating a positive entry into the City via design, landscaping, and signage; improving the linkages between neighborhoods and Downtown; upgrading the commercial properties along East Michigan Avenue; preventing unwanted land uses along West Michigan Avenue; and improving and redeveloping the existing housing stock.” (p 77)

The subject properties are also partially within the “West Michigan Avenue Target Area,” page 86. This target area seems primarily aimed at those properties with frontages directly on West Michigan Ave, rather than those properties adjacent to it. Primary concerns listed in this target area relate to its prominence as one of the main entries into the City, traffic, and the buffering of nearby neighborhoods from commercial impacts, both those related to traffic and those related to neighborhood character.

The future land use map, below, shows 5 & 6 W Ainsworth as Mixed Residential/Commercial, the equivalent of R1/R2/R3/R4/RO/B1/B2, per p 72 of Master Plan; however, the current RC, Residential Commercial, district was created to address this Future Land Use designation, per recommendations laid out on p 93. 7 W Ainsworth has a designated future land use of Single Family (equivalent to R1), but is directly adjacent to and fronts on a segment of a street otherwise designated Residential-Commercial.

Figure 3: Future Land Use Designations



EXISTING LAND USE AND ZONING

Three parcels are under consideration for rezoning. All are zoned R1 currently; 5 and 6 are also within the RCO and EO districts. 5 and 6 are used for single-family; 7 was unlawfully converted into a duplex in 1999. Ownership of 7 has changed since the conversion, and the current owner is requesting the rezoning.

Figure 4: Surrounding Land Use and Zoning

	LAND USE	ZONING
NORTH	One- and two- family residential (NW) Heating & cooling repair (NE)	RC, Residential Commercial EO, Entryway Overlay, & RCO, Residential-Commercial Overlay
EAST	Single-family	RC, Residential Commercial EO, Entryway Overlay, & RCO, Residential-Commercial Overlay (NE) R1, Single-Family Residential (E & SE)
SOUTH	Single-family residential	R1, Single-Family Residential
WEST	Multifamily residential (NW) Single family residential (SW)	RC, Residential Commercial EO, Entryway Overlay, & RCO, Residential-Commercial Overlay (NE) R2, One- and Two- Family residential (SE)

Traffic

No traffic count data is available for W Ainsworth. It is the primary entry point for the Ainsworth neighborhood, however.

REZONING IMPLICATIONS

INTENT

R1 zoning is "designed to provide an environment of predominantly low-density, single-family detached dwellings, along with other related facilities such as schools and churches. It is the purpose of the R1 single-family residential district to encourage the preservation and the continuation of the long-standing residential fabric in existing neighborhoods of predominantly single-family dwellings. Multiple-family, business, or industrial uses which would substantially interfere with the development or continuation of single-family dwellings in the district are prohibited."

The stated purpose of R2 zoning is "to stabilize and protect existing neighborhoods and promote a suitable environment for family life. The R2 one- and two-family residential district shall provide most of the desirable residential characteristics of the R1 district, except for the slightly higher density."

RO zoning is "designed to allow a transition zone from strictly residential areas to strictly business areas."

The Entryway Overlay district was designed to enhance the appearance of the main entries to the City; its use is not appropriate on a side street.

The Residential-Commercial Overlay was designed to minimize land use conflicts within mixed use zones; its use may not be appropriate on 5 and 6 W Ainsworth, as many of its provisions apply only to commercial uses and other provisions may place a substantial burden on one- and two- family residential development.

Figure 5: Permitted uses in existing and proposed zonings. Uses not currently permitted are in bold type.

R1	R2	RO
Essential services.	Essential services.	**Arts and crafts studios and schools.**
Manufactured housing located and installed according to the same standards that would apply to a site-built, single-family dwelling on the same lot.	Manufactured housing located and installed according to the same standards that would apply to a site-built, single- or two-family dwelling on the same lot.	**Business and professional offices and services, not including manufacturing, warehousing, retail sales, or display. Such uses may include, but are not limited to: a. Business offices of a public utility, transportation authority, advertising, real estate, insurance, travel agencies, or commercial or industrial establishments. b. Offices for legal, engineering, architectural, consulting, accounting, auditing, and bookkeeping services and similar professions. c. Governmental administrative offices. d. Business services such as consumer credit bureaus and office support services. e. Offices of health professionals, but not including medical or dental clinics or veterinary clinics. (See definition of "Medical or dental**

R1	R2	RO
		clinic" in section 122-2.) **f. Administrative offices of nonprofit organizations, such as professional membership organizations, labor unions, civic, social, and fraternal associations, political organizations and religious organizations, not including social services, drug or alcohol treatment facilities.**
Single-family detached dwelling units.	Single-family detached dwelling units.	Essential services.
	Two-family dwellings.	Manufactured housing located and installed according to the same standards that would apply to a site-built, single- or two-family dwelling on the same lot.
		Multiple apartment dwellings of not more than six dwelling units (Refer to the definition of "dwelling, multiple apartment" in section 122-2.)
		Single-family detached dwelling units.
		Two-family dwellings.

Figure 6: Special uses in existing and proposed zonings. Uses not currently permitted are in bold type.

R1	R2	RO
Bed and breakfast lodgings, subject to the specific provisions in section 122-778	Bed and breakfast lodgings, subject to the specific provisions in section 122-778	**Adult drop-in centers.**
Group day care homes (not including dormitories), subject to the specific provisions in section 122-779	**Cemeteries on parcels of three acres or larger. All principal buildings and accessory buildings shall be set back at least 75 feet from all property lines.**	**Adult foster care small and large group homes, and adult foster care congregate facilities, subject to the specific provisions in section 122-773**
Churches, synagogues, and other religious buildings, facilities and services customarily incidental thereto, subject to the specific provisions in section 122-780	**Child care centers and group day care homes (not including dormitories), when not operated in conjunction with a private or public school or church/synagogue, subject to the specific provisions in section 122-779**	Bed and breakfast lodgings, subject to the specific provisions in section 122-778
Municipal, county, regional, and state service buildings and uses, subject to the specific provisions in section 122-795	Churches, synagogues, and other religious buildings, facilities and services customarily incidental thereto, subject to the specific provisions in section 122-780	**Child care centers and day care centers (not including dormitories), when not operated on the grounds of a private or public school or church/synagogue, subject to the specific provisions in section 122-779**

R1	R2	RO
Private noncommercial recreational areas or social facilities, institutional or community recreational centers, and nonprofit swimming pool or tennis club, subject to the specific provisions in section 122-802	Municipal, county, regional, and state service buildings and uses, subject to the specific provisions in section 122-795	Churches, synagogues, and other religious buildings, facilities and services customarily incidental thereto, subject to the specific provisions in section 122-780
Public and private educational institutions of post-secondary education, subject to the specific provisions of section 122-805	Private noncommercial recreational areas or social facilities, institutional or community recreational centers, and nonprofit swimming pool or tennis club, subject to the specific provisions in section 122-802	**Community garages, subject to the specific provisions in section 122-781**
Restoration or replacement of legal non-conforming two-family and multiple apartment and/or roominghouse structures after removal, destruction, or severe damage of such structure pursuant to subsection 122-205(5). Planning commission shall consider standards of section 122-165 and the specific provisions of section 122-811 in reviewing such application to restore a legally non-conforming two-family or multiple-apartment dwelling. All site plan review standards shall be applied to the fullest extent possible in the interest of improving compliance with current standards.	Public and private educational institutions of post-secondary education, subject to the specific provisions in section 122-805	**Community parking lots, subject to the specific provisions in section 122-782**
Schools: Elementary, junior and senior high schools, public, parochial, and private, subject to the specific provisions in section 122-805. However, it is not intended that a special use permit be required for the home education of children belonging to the family living on the premises.	**Nursing homes, convalescent homes, and rest homes, subject to the specific provisions in section 122-796**	**Cultural exhibit and performance venues.**
	Restoration or replacement of legal non-conforming multiple apartment and/or roominghouse structures after removal, destruction, or severe damage of such structure pursuant to subsection 122-205(5). Planning commission shall consider standards of section 122-165 and the specific provisions of section 122-811 in reviewing such application to restore a legally non-conforming multiple-apartment dwelling. All site plan review standards shall be applied to the fullest extent possible in the interest of improving compliance with current standards.	**Dormitories, convents or similar uses serving a permitted use on the same or a contiguous lot, provided that such facilities shall have minimum side yard setbacks of ten feet.**
	Schools: Elementary, junior and senior high schools, public, parochial, and private, subject to the specific	**Funeral or mortuary establishments, provided that adequate assembly area is provided off-street for vehicles to be**

R1	R2	RO
	provisions in section 122-805. This regulation shall not apply to home education of children belonging to the family residing on the premises.	**used in funeral processions**
		General hospitals, subject to the specific provisions in section 122-788
		Housing for the elderly, including efficiency units and common services such as central dining rooms, recreation rooms, and central lounges or workshops, subject to the specific provisions in section 122-789
		Medical or dental clinics or counseling centers, subject to the provisions in section 122-793
		Multiple apartment dwellings of more than six dwelling units, subject to the specific provisions in section 122-794
		Municipal, county, regional, and state service buildings and uses, subject to the specific provisions in section 122-795
		Nursing homes, convalescent homes, and rest homes, subject to the specific provisions in section 122-796
		Private clubs or lodges, not including bar/lounge facilities or banquet facilities.
		Private educational institutions of post-secondary education, subject to the specific provisions in section 122-805
		Private noncommercial recreational areas or social facilities, institutional or community recreational centers, and nonprofit swimming pool or tennis club, subject to the specific provisions in section 122-802
		Schools: Elementary, junior and senior high schools, public, parochial, and private (not including home education of children belonging to the family residing on the premises), subject to the specific provisions in section 122-805
		Substance abuse treatment facilities subject to the specific provisions in section 122-808

Figure 7: Area, height and placement standards

	R1	R2	RO

	R1	R2	RO
Lot area & width	No lot shall have a width of less than **50 feet** or contain less than **6,500 square feet** of lot area. Lots with nonparallel sides shall not be less than 50 feet wide measured at 25 and 50 feet from the front lot line.	In R2 one- and two-family residential districts, no lot shall have a width less than **45 feet** nor contain less than **5,000 square feet for a single-family** dwelling, nor less than **6,000 square feet for a two-family** dwelling. Lots having nonparallel sides shall not be less than the minimum width at 25 and 50 feet from the front lot line.	No lot shall have a minimum width of less than **45 feet**. Lots with nonparallel sides shall not be less than the minimum width at 20 and 50 feet from the front lot line. No lot shall contain less that the minimum area in accordance with the following requirements: a. **Single-family** dwelling: **4,500** square feet. b. **Two-family dwellings and roominghouses** containing four or fewer units: **6,000** square feet. c. **Multiple apartment dwellings** containing three or more units and roominghouses containing more than four units: The minimum lot size for these uses shall be the greater of: 1. **8000** square feet; *or* 2. **Computed on the following basis:** i. Each sleeping room, efficiency or studio apartment, or one-bedroom apartment shall have 1,000 square feet of lot area; ii. Each apartment with two or more bedrooms shall have 1,500 square feet of lot area; iii. Apartment or roominghouse floor plans showing a "den," "library," or other extra room which may be used as a bedroom or sleeping room shall count such extra room as a bedroom or sleeping room for the purpose of computing density. d. The minimum lot size for nonresidential uses, unless otherwise specified in this chapter, shall be limited by the restrictions governing lot coverage, setbacks, screening, and parking requirements.

	R1	R2	RO
Lot Coverage	The maximum coverage by all structures on the ground level shall **not exceed 30 percent** of the lot area.	The maximum coverage by all structures on the ground level shall **not exceed 35 percent** of the lot area.	The total area of all structures at the ground floor level shall **not exceed 45 percent** of the lot area.
Front yard.	There shall be a front yard of not less than **25 feet** as measured from the front lot line. Where an existing front yard setback line has been established by existing residential dwellings occupying 50 percent or more of the frontage within the same block on the same side of the street, the depth of the front yard shall not be less than the average depth of the front yards of the existing buildings on each side.	There shall be a front yard of not less than **25 feet** as measured from the front lot line. Where an existing front yard setback line has been established by existing residential dwellings occupying 50 percent or more of the frontage within the same block on the same side of the street, the depth of the front yard shall not be less than the average depth of the front yards of the existing buildings on each side.	There shall be a front yard of not less than **20 feet** as measured from the front lot line.
Side yards.	No side yard shall be less than five feet, with a minimum total of **14 feet** for both side yards.	No side yard shall be less than four feet, with a minimum total of **12 feet** for both side yards.	For single- and two-family dwellings and roominghouses containing four or fewer units, no side yard shall be less than four feet, with a minimum total of **12 feet** for both side yards. For multiple apartment dwellings and for roominghouses containing more than four units and for nonresidential uses, no side yard shall be less than six feet, with a minimum total of **14 feet** for both sides, provided that the minimum side yard requirements shall be increased by one foot for every two feet the structure exceeds 30 feet in height.
Street side yard.	Where a side yard abuts a street, the minimum width of such street side yard shall be **eight feet.**	Where a side yard abuts a street, the minimum width of such street side yard shall be **eight feet.**	Where a side yard abuts a street, the minimum depth of such street side yard shall be **15 feet**.
Rear yards.	There shall be a rear yard of not less than **25 feet**.	There shall be a rear yard of not less than **25 feet**.	There shall be a rear yard of not less than **25 feet**.
Height	No building or structure in an R1 single-family residential district shall exceed 30 feet in height or 2 ½ stories. See section 122-640 for exceptions to height regulations.	For all uses permitted other than single- or two-family residential, all yard setbacks shall equal the height of the structure or the setback required under subsections (2) through (5) of this section, whichever is greater.	No building or structure in an RO residential-office district shall exceed 65 feet in height or six stories, whichever is less. See section 122-640 for exceptions to height regulations.

	R1	R2	RO
Other requirements	*Other yard requirements.* For all uses permitted other than single-family residential, all yard setbacks shall equal the height of the structure or the setback required under subsections (2) through (5) of this section, whichever is greater.	*Other yard requirements.* For all uses permitted other than single- or two-family residential, all yard setbacks shall equal the height of the structure or the setback required under subsections (2) through (5) of this section, whichever is greater	*Distance between buildings.* The minimum distance between two multiple-family dwellings on a single lot or on contiguous property under the same ownership shall be 20 feet, plus four additional feet for every story or fraction thereof that the building exceeds 2½ stories. *Setback from R1 and R2 district.* Unless a stricter setback is provided elsewhere in this chapter, a minimum setback of 25 feet shall be maintained along all property lines where a multiple apartment, roominghouse, or nonresidential use abuts directly upon an R1 or R2 zoned district. Such requirement does not apply if the site is separated from an R1 or R2 district by a public street. Minimum floor areas are given for residential uses. See 122-337.

REZONING CONSIDERATIONS

The following are generally accepted criteria for evaluating a rezoning request and staff responses to each:

1) *Is the proposed change consistent with the goals, policies and future land use map of the City of Ypsilanti Master Plan?*
   The proposed change to RO is consistent with the future land use map for 5 and 6 W Ainsworth, but not consistent with the goal of protecting residential neighborhoods.
   The proposed change to R2 is consistent with the future land use map for 5 and 6 W Ainsworth, and more consistent with the goal of protecting residential neighborhoods.
   The proposed change to RO or R2 is not consistent with the district boundaries shown on the future land use map of the Master Plan, but could be reasonably included, as the lot is very similar in location, frontage, and size.

2) *Is there evidence that the owner(s) cannot receive a reasonable return on investment through developing the property with one of the uses permitted under the current zoning?*
   No. Although 7 W Ainsworth was a single-family use until 1999, and the owner at the time presumably remodeled to gain a higher economic return than they had been doing, 6 and 5 W Ainsworth appear to be stable, economically viable single-family residential uses.

3) *Are the uses permitted in the proposed zoning district compatible with existing surrounding land uses?*
   RO: Yes and no. The RO district is designed to be a buffer between a predominantly commercial and a purely residential area, and the mix of uses allowed in this district reflect that. In this location, the area to the north is mixed residential/commercial, weighted towards residential; the area to the south is purely residential. Relatively high-intensity special uses, such as general hospitals, could be built in this district, but the permitted uses are generally of a lesser intensity.
   R2: Yes. The limited slate of uses allowable in this district are similar to those found in R1; the addition of child care centers and nursing homes to the slate of allowable special uses reflect the zone's strongly residential character.

4) *Are city utilities and services sufficient to accommodate the uses permitted in the proposed zoning designation?*
   Yes.

5) *Can the existing street system safely and efficiently accommodate the expected traffic generated by uses permitted in the proposed zoning district?*
   Yes, with qualifications. Commercial uses with infrequent patrons at this primary entrance to the neighborhood may generate unwanted neighborhood traffic as these patrons seek a way out. The Ainsworth neighborhood is only connected to the larger street grid at two points: W Ainsworth at Michigan and Ferris at S Hamilton; this limited connection may confuse infrequent visitors.

6) *Is there apparent demand for the types of uses permitted in the proposed zoning district compared to the amount of land in the City currently zoned and available to accommodate the demand?*
   There are over 400 acres of land zoned R2, and 65 acres zoned RO. RO is largely used as a buffer district, comprising of a limited number of uses and meant to provide a transition between a higher-intensity business area and a purely residential area. R2 is meant to provide the same amenities as an R1 district, but at a very slightly higher density.

7) *The boundaries of the requested rezoning district are reasonable in relationship and development of the site will be able to meet the dimensional regulations for the proposed zoning district.*
   Yes. The proposed area for rezoning is limited to those parcels fronting on W Ainsworth directly south of W Michigan, north of Ferris.

8) *If the rezoning is appropriate, is the proposed designation the most appropriate considering all other districts, from the City's perspective?*
   The proposed zone of R2 is the most appropriate of the zones that have been requested. R1 remains the most appropriate zone overall.

9) *If the rezoning request is for a specific use, is rezoning the land more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use?*
   Yes.

10) *Will the requested rezoning create an isolated and unplanned "spot zone"?*
   No. This area, although small, would become a buffer between the more intense character of West Michigan Avenue and Ainsworth's single-family neighborhood character.

STAFF RECOMMENDATION

Staff recommends the Planning Commission recommend ***approval*** of the rezoning to R2, One- and Two-Family Residential for 5, 6, & 7 W Ainsworth; removing the overlay zones of RCO, Residential-Commercial Overlay, and EO, Entryway Overlay, with the following findings:

1. The rezoning is consistent with the 1998 Master Plan goals and policy of protecting strong residential neighborhoods.
2. The proposed zoning of the site is consistent with existing and planned surrounding zoning districts and land uses.
3. Existing surrounding streets and public utilities will be able to accommodate any uses permitted in the R2 zoning district.
4. The proposed boundary for the rezoning is appropriate, based on the existing character of the site, the uses permitted in the proposed and existing zoning districts, natural features, and the character and use of adjacent properties.
5. The requested R2 designation is most appropriate for these properties.
6. The rezoning will not result in an unplanned an isolated spot zone.
7. Removal of the RCO and EO overlay districts is appropriate due to the commercial nature of these overlays.

Bonnie Wessler
Planner I, Planning and Development Department

c.c. File
Applicant (via e-mail: paulashallon@yahoo.com.br)

PLANNING COMMISSION
MEETING MINUTES
December 12, 2012
CITY COUNCIL CHAMBER
7:00 P.M.

I. CALL TO ORDER

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

II. ROLL CALL

Present: R Johnson, D. Lautenbach, M. Bullard, R. Murphy, P. Hollifield, K. Weger, c. Zuellig

Absent: B. Lenart (excused) G. Clark (excused)

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

III. APPROVAL OF MINUTES – November 14, 2012

Commissioner Bullard moved to approve the minutes of November 14, 2012 with recommended changes (Support: C. Zuellig) and the motion carried unanimously.

IV. AUDIENCE PARTICIPATION

None

V. PUBLIC HEARING ITEMS & PRESENTATIONS

1. 5, 6 7, W. Ainsworth – Rezoning Request

Commissioner Murphy moved to remove this item from the table (Support: M. Bullard) and the motion carried unanimously. Commissioner Johnson stated that at the November meeting, this applicant was interested in going from R1 to RC. After some discussion with staff, the applicant has agreed to go in a different direction. This was re-noticed.

Ms. Wessler, Planner I, stated that this is a request to rezone to R2, One and Two Family Residential or RO Residential Office. She added that she had examined the difference between R2 and RO as compared to R1. R2 is significantly more similar to R1 than RO. RO permits as special uses some things that are relatively high intensity uses compared to the context of a residential neighborhood. Staff is recommending that the Planning Commission approves rezoning to R2 one and two residential and to remove the overlay zones of RCO and EO for 5 and 6 W. Ainsworth as these designations are more approximate to a commercial setting that a residential setting.

Commissioner Lautenbach moved to open the public commercial of the hearing (Support: K. Weger) and the motion carried unanimously.

Orlando Avant – was in attendance to represent the applicant. He had no comments but was willing to answer any questions by the board.

Since there were no questions of the board, Commissioner Weger moved to close the public portion of the hearing (Support: C. Zuellig) and the motion carried unanimously.

Chairman Johnson stated that it was his thought that R2 is closer to R1 and less impactful than RO and agrees with staff recommendation. Commissioner Lautenbach was also in agreement.

Commissioner Murphy had some questions since he was absent at the last meeting. He asked for clarification of the rationale of rezoning these three parcels to R2 since this does not match the designation of R2 in the Master Plan. Ms. Wessler detailed the logic for staff's decision in great detail. Ms. Zuellig also had concerns on this decision and about the message that this is sending that the commission should rectify a situation that just because ownership changes, that we would make a non-conforming property legal.

Commissioner Lautenbach moved to recommend to City Council that Planning Commission approve the rezoning to R2, One and Two family Residential for 5, 6 and 7 W. Ainsworth, removing the overlay zones of RCO, Residential Commercial Overlay and EO, Entryway Overlay, with the following findings:

1. The rezoning is consistent with the 1998 Master Plan goals and policy of protecting strong residential neighborhoods.
2. The proposed zoning of the site is consistent with existing and planned surrounding zoning districts and land uses.
3. Existing surrounding streets and public utilities will be able to accommodate any uses permitted in the R2 zoning district.
4. The proposed boundary for the rezoning is appropriate, based on the existing character of the site, the uses permitted in the proposed and existing zoning districts, natural features, and the character and use of adjacent properties.
5. The requested R2 designation is most appropriate for these properties.
6. The rezoning will not result in an unplanned and isolated spot zone.
7. Removal of the RCO and EO overlay districts is appropriate due to the commercial nature of these overlays.

The motion was supported by Commissioner Bullard.

Commissioner Murphy moved to make a friendly amendment as follows: That the Planning Commission recommend to City Council to approve the rezoning to R2, One and Two family Residential for 6 and 7 W. Ainsworth, removing the overlay zones of RCO, Residential Commercial Overlay and EO, Entryway Overlay, and that 5 W. Ainsley be rezoned to RC and not remove overlays based on its ownership in common with the surrounding 707 W. Michigan, the geometry of it relative to 707 W. Michigan, based on the following findings:

1. The rezoning is consistent with the 1998 Master Plan goals and policy of protecting strong residential neighborhoods.
2. The proposed zoning of the site is consistent with existing and planned surrounding zoning districts and land uses.
3. Existing surrounding streets and public utilities will be able to accommodate any uses permitted in the R2 and RC zoning district.
4. The proposed boundary for the rezoning is appropriate, based on the existing character of the site, the uses permitted in the proposed and existing zoning districts, natural features, and the character and use of adjacent properties.
5. The requested R2 and RC designation is most appropriate for these properties.
6. The rezoning will not result in an unplanned and isolated spot zone.
7. Removal of the RCO and EO overlay districts for 6 and 7 W. Ainsworth is appropriate due to the commercial nature of these overlays and not remove overlay for 5 W. Ainsworth.

A roll call vote was taken with a vote of 5:2. Commissioners Murphy and Zuellig opposed.

2. 834 Railroad – Site Plan and Special Use

This is a request for approval of site plan and special use for medical marijuana cultivation facility and associated office to occupy existing occupied multitenant industrial facility. The property in question is zoned M2 General Manufacturing, which allows medical marijuana cultivation as a Special Use, subject to the specific requirements in Sec. 122-815. Ms. Wessler stated that there is minimal history on this parcel prior to 1998. There are no site renovations proposed; the applicant proposes only to occupy one “bay” of a three-bay industrial building. A pole barn is also located on the property to the rear; the applicant is not proposing any operations in that portion of the site. The applicant will be leasing the property. The site is approximately 0.9 acres; it fronts onto Railroad Street and back on to the Huron River. A portion of the rear of the site is floodplain; no buildings or other alterations to the site are proposed.

Ms. Wessler reviewed the special use criteria and review with no items to be addressed. Site access, traffic and parking was reviewed with items to be addressed, which included a Planning Commission waiver for 20% of the required parking due to site constraints; addition of bicycle parking and fee-in-lieu of construction of a sidewalk, per Sec. 122-647(b)(2). It does conform to all the use criteria. Applicant does need to work with property owner to resolve all lighting, parking, screening and landscaping issues.

Staff is recommending that Planning Commission table the Site Plan for the Railroad Cultivation Facility at 834 Railroad, as site plan proposed would require a substantial number of waivers,

Resolution No. 2013 -023
February 5, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the public hearing for the proposed ordinance entitled, "Rezoning of 5, 6, & 7 W. Ainsworth from R1 to RC & R2" be **officially** closed.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

Resolution No. 2013 – 024
February 5, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Minutes of January 22, 2013 be approved.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

DRAFT

CITY OF YPSILANTI
COUNCIL MEETING MINUTES
CITY COUNCIL CHAMBERS - ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, JANUARY 22, 2013
6:00 P.M. – CLOSED SESSION
7:00 P.M. – OPEN SESSION

I. CALL TO ORDER

The meeting was called to order at 6:09 p.m.

II. ROLL CALL

Council Member Jefferson	Present (6:16)	Council Member Robb	Present
Council Member Moeller	Present	Council Member Vogt	Present
Council Member Murdock	Present	Mayor Schreiber	Absent
Mayor Pro-Tem Richardson	Present		

A quorum was present.

Council Member Vogt moved to excuse the absences, seconded by Council Member Moeller.

On a voice vote Council excused the absences.

III. INVOCATION

All stood for a moment of silence.

IV. PLEDGE OF ALLEGIANCE

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

V. AGENDA APPROVAL

Agenda approved as submitted.

VI. CLOSED SESSION

Closed Session to discuss collective bargaining OMA 15.268, Section 8(c)

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

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

VOTE:

Yes: 5 No: 0 Absent: 2 (Jefferson, Schreiber) Vote: Carried

The meeting adjourned to a closed session at 6:12 p.m.

Open session reconvened at 7:08 p.m.

VII. INTRODUCTIONS

Mayor Pro-Tem Richardson introduced Interim Fire Chief Max Anthouard, Police Chief Amy Walker, Accounting Supervisor Sallea Tisch, City Planner Teresa Gillotti, and Fiscal Services Director Marilou Uy.

VIII. PRESENTATIONS

1. Ypsilanti Community African-American Read-In – Pauline A. Bigby – Ms. Bigby invited Council and the public to attend the Ypsilanti Community African American Read-In on February 10, 2013 at 2:00 p.m. at the Ypsilanti District Library on Whittaker Road.

2. Audit Presentation – Mark Kettner, Rehmann Robson – Mr. Kettner gave an overview of the recent audit results and answered questions from Council.

IX. PUBLIC HEARING

1. Sidetrack OPRA application

   A. Resolution No. 2013-010 determination

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Obsolete Property Rehabilitation Act, Public Act 146 of 2000 (the "Act"), provides for a tax incentive to encourage the redevelopment of obsolete buildings through the establishment of an Obsolete Property Rehabilitation District; and

WHEREAS, pursuant to PA 146 of 2000, the City of Ypsilanti is a Qualified Local Governmental Unit eligible to establish one or more Obsolete Property Rehabilitation Districts; and

WHEREAS, the Council of the City of Ypsilanti legally established an Obsolete Property Rehabilitation District that includes parcels #11-11-09-131-004 and 11-11-09-131-042 (52 and 56 E. Cross St.) as part of a broader district including the three DDA districts on June 5, 2012 after a public hearing held on the same date as provided by section 3 of Public Act 146 of 2000; and

WHEREAS, the properties at 52 and 56 E. Cross have been certified functionally obsolete by the City Assessor per P.A. 146 in January 2013; and

WHEREAS, the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in the City of Ypsilanti eligible under Public Act 146 of 2000 to establish such a district; and

WHEREAS, the owners of the above referenced parcels, LadyFrench, LLC and French Woman, LLC, have submitted an application for an obsolete property as defined in section 2(h) of Public Act 146 of 2000 requesting an exemption for a period of 12 years as a function of the Act; and

WHEREAS, the application included all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate; and

WHEREAS, LadyFrench, LLC and French Woman LLC are not delinquent in any taxes related to the facility; and

WHEREAS, the owners of the above referenced parcel have proposed to rehabilitate currently vacant and functionally obsolete upper stories of existing structures into a second floor reception space, and third-story residential lofts as we as expand the first floor restaurant space; and

WHEREAS, the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) does not exceed 5% of the total taxable value of the City of Ypsilanti; and

WHEREAS the rehabilitation includes improvements aggregating approximately 100% of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.

WHEREAS, the review committee met on December 10, 2013 and recommends approval of the application for a period of twelve years (2014-2025); and

WHEREAS, the application is not recommended for an extension; and

WHEREAS the completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, increase commercial activity, revitalize urban areas, and increase number of residents in the community in which the facility is situated.

WHEREAS, the application was approved at a public hearing as provided by section 4(2) of Public Act 146 of 2000 on January 22, 2013; and

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council herby grants an Obsolete Property Rehabilitation Exemption for a period of 12 years beginning December 31, 2013 and ending December 30, 2025 for the real property,

excluding land, located in the Obsolete Property Rehabilitation District which include parcels #11-11-09-131-004 and 11-11-09-131-042 (52 and 56 E. Cross) pursuant to the provisions of PA 146 of 2000, as amended, subject to completion of the renovations within four (4) years, the final approval of exemption certificates by the State Tax Commission, and to the taxes on the property being paid on time.

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

Ms. Gillotti gave the background.

Background

The property owners of the Sidetrack Bar and Grill and Frenchies, French Woman, LLC purchased 52 E. Cross Street, the former Bird Brain, in June of 2012. The property owners have since been working out plans for renovation of the existing upper stories of 54 & 56 E. Cross which are undeveloped and vacant as well as expansion of the Sidetrack restaurant into the first floor space of 52 E. Cross.

The project consists of two parcels which will be combined into one (lot combination form has been received) for the purposes of construction build-out as well as consideration of one future tax parcel for the OPRA consideration. The two initial parcels are:

A. Sidetrack and Frenchies (54, 56, E. Cross St), parcel ID #11-11-09-131-004 (LadyFrench LLC – Linda French)
B. Former Bird Brain (52 E. Cross), parcel ID #11-11-09-131-042 (French Woman, LLC (Linda French)

Proposed Redevelopment
The property owner is in the process of combining the two lots, with the intention of expanding the current restaurant space into the ground floor of 52 E. Cross, including construction of a new, modern kitchen, barrier free bathrooms, elevator, and additional seating. Work proposed for the second floor of 54 and 56 E. Cross includes construction of reception space as well as additional bathrooms. The restaurant expansion and development of banquet facilities is expected to be the first phase of redevelopment.

The second phase will include build out of up to 4 residential units in the 3rd floor of 54 and 56 E. Cross, although 2, 2 bedroom units may also be considered at the start of that phase. Existing office space on the second floor of 52 E Cross will serve as Sidetrack offices and the existing 3rd floor apartment of 52 E. Cross will remain unchanged. The entire project is scheduled for completion in 2016 and total investment for the project is expected to be approximately $1.5 million. The applicants are estimating that within 24 months, they will be creating 40 jobs.

The owner has applied for and received a grant from the Ypsilanti DDA for window replacement and will be commencing that work after this application has been considered by council.

OPRA Application
The applicant is requesting an Obsolete Property Rehabilitation Act (OPRA) exemption for 12 years. The OPRA would effectively freeze the value of the improvements on the combined property at the 2013 taxable value for improvements, approximately $251,253. Investment and improvements to the properties would not be taxed during the lifetime of the abatement.

Attached is the application and supporting materials, including the affidavit of obsolescence from the City Assessor, summary from the applicant, proforma as well as estimates of expenses for the 2nd and 3rd story build out of the 54, 56 E. Cross property.

DDA Recommendation
As the properties in question are in the DDA, it was requested that the DDA Board provide a recommendation. The DDA did discuss the application at their Dec. 20 meeting but were waiting for the final application materials and estimates from the assessor before providing a resolution of support. That is expected to occur at their Jan. 17, 2013 meeting and will be reported by staff at the City Council meeting.

City Review
The City review team met on Dec. 10 2013. The review team consisted of Courtney Dugger and Aaron Powers from WCA Assessing, Teresa Gillotti, Planner II, and Tim Colbeck from the DDA. The team reviewed the proformas, had some questions as to the amount of rental income for the reception hall, but generally felt the estimates were reasonable. The team determined that the project meets the criteria set out in the City's tax abatement policy as well as the goals for the Blueprint for Downtown encouraging upper story residences and ground floor commercial.

Related approvals
As mentioned, this project will be conducted in phases. At the point the upper stories are renovated, a site plan will be required, and HDC approvals for exterior work will be required for any exterior renovations.

B. Open Public Hearing

None

C. Resolution No. 2013-011, close public hearing.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the public hearing to consider the proposed resolution entitled "SIDETRACK OPRA" be officially closed.

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

Council Member Robb asked Ms. Gillotti if, since this is the applicant's first OPRA application, she had explained the City's OPRA policy so that there is no confusion.

Ms. Gillotti replied that she explained there was a timeframe during which the renovations needed to be complete and that taxes must remain current during that period of time. She further explained that, upon approval, the applicant is provided additional information, including the revocation policy.

City Manager Ralph Lange asked what the next few steps in the process were.

Ms. Gillotti explained actions that can be taken now as well as what can be expected in the near future.

On a voice vote, the vote to close the public hearing was as follows:

VOTE:

Yes: 6 No: 0 Absent: 1 (Schreiber) Vote: Carried

On a roll call, the vote to approve Resolution No. 2013-010 was as follows:

Council Member Jefferson	Yes	Council Member Robb	Yes
Council Member Moeller	Yes	Council Member Vogt	Yes
Council Member Murdock	Yes	Mayor Schreiber	Absent

Mayor Pro-Tem Richardson Yes

VOTE:

Yes: 6 No: 0 Absent: 1 (Schreiber) Vote: Carried

Mr. Lange thanked the families for their investment as well as the additional jobs they would be brining into the City.

X. AUDIENCE PARTICIPATION

None

XI. REMARKS BY MAYOR PRO-TEM

None

XII. MINUTES

Resolution No. 2013-012, approving the minutes of January 3, and January 8, 2013.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Minutes of January 3, and January 8, 2013 be approved.

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

On a voice vote the minutes were approved as submitted.

XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS

1. Resolution No. 2013-013, approving Certified Local Government (CLG) grant agreement between the City and MSHDA for rehabilitation of the Terry Bakery sign.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti adopted a revised sign ordinance in 2011 that recognized nine historically significant signs in Ypsilanti; and

WHEREAS, staff applied for a Certified Local Government grant to assist owners of recognized historically significant signs with rehabilitation work; and

WHEREAS, the State Historic Preservation Office awarded the City $5,760 to offset the costs of the Terry Bakery sign rehabilitation;

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council approve the attached CLG Agreement between the City and MSHDA for rehabilitation of the Terry Bakery sign; and

FURTHER, that the Mayor and City Clerk are authorized to sign the Historic Preservation Agreement following approval by the City Attorney.

OFFERED BY: Council Member Moeller
SUPPORTED BY: Council Member Robb

Ms. Gillotti provided a summary of the grant assistance available for the sign repair.

Council Member Robb asked for clarification on the contract and who the sub-grantee would be.

Ms. Gillotti stated that the $5,760 was based on an estimate from Huron Signs and clarified that the contractor, to be chosen through the RFP process, would be the sub-grantee. She added that the MSHDA requirements are in the contract and it would be mandatory that the contractor meet these requirements.

Mr. Lange asked if the sign was perpendicular to the street and if it would remain that way, even if the business were to change ownership.

Ms. Gillotti affirmed that the sign is perpendicular to the street and it would remain that way.

On a roll call, the vote to approve Resolution No. 2013-013 was as follows:

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

VOTE:

Yes: 6 No: 0 Absent: 1 (Schreiber) Vote: Carried

2. Resolution No. 2013-014, approving transfer of $26,870 of overfunding to new MERS group for Non-Union employees.

RESOLUTION REQUESTING REALLOCATION OF ASSETS

WHEREAS, the City of Ypsilanti has been a participating municipality in the Municipal Employees' Retirement System of Michigan ("MERS"); and

WHEREAS, pursuant to Municipal Employees' Retirement Board requirements, since December 31, 1994, asset accounting had been separate for each division, instead of aggregate for the entire municipality; and

WHEREAS, over time, significant disparities have arisen in the City's MERS plan as a result of allocating the fair market value of plan assets on a divisional basis instead of on an aggregate basis, which disparities the City of Ypsilanti wishes to eliminate; and

WHEREAS, in order to address the anticipated increase in unfunded liability for pensions to be provided participants in the defined benefit plan that is likely to occur as a result of diminished contributions to that plan, the City wishes to reallocate certain divisional market assets between the two divisions;

NOW THEREFORE BE IT RESOLVED, that the governing body of City of Ypsilanti, a participating municipality as defined in the Municipal Employees' Retirement Act as recodified by Act No. 427 of the Public Acts of 1984, as amended, and as the employer, hereby requests MERS to reallocate the total market value of assets of $26,870 of Employer Assets from Division 01 General Non Union Employer Reserve to Division 17 Non Union after 1/1/2013 Employer Reserve as of January

1, 2013, enabling the actuary to prepare the 2013 actuarial valuation with the transferred assets; and

CERTIFICATION
I hereby certify that the above was adopted by the governing body of the City of Ypsilanti at its meeting held on <u>January 22,</u> 2013.

OFFERED BY: Council Member Robb
SUPPORTED BY: Council Member Vogt

Council Member Robb stated that, if allocated, we would be 181% funded.

Accounting Supervisor Sallea Tisch clarified that this is a new MERS agreement for new hires which was set up at the last council meeting. She further explained that there is currently only one person in this group so this is actually anticipated funding, assuming there will continue to be new hires.

Mr. Lange explained the steps that were being taken to secure the fund and make sure it was well managed and well maintained.

Ms. Tisch explained that through this, the new hires would be totally funded, without requiring any City contribution.

On a roll call, the vote to approve Resolution No. 2013-014 was as follows:

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

VOTE:

Yes: 6 No: 0 Absent: 1 (Schreiber) Vote: Carried

3. Resolution No. 2013-015, approving amendment to the Service Contract (CR#42934) between Washtenaw County and The City of Ypsilanti dated July 16, 2012.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the City of Ypsilanti agrees to amend the service contract between Washtenaw County and the City of Ypsilanti dated July 16, 2012, Contract No. CR42934 as follows:

Amend <u>*Article 1.A. – Scope of Services; this* section is amended to read as follows:</u>

CITY agrees to use COUNTY CDBG funds for the eligible costs of contracting with approved contractors to perform eligible improvement activities to the Ypsilanti Senior Center. *Eligible renovation costs and improvements include: architectural design and engineering services, facility reconfiguration, electrical upgrades, ventilation improvements, and the purchase and installation of sinks and fixtures, a mop sink, a commercial grade ice maker and a commercial size water heater.*

All other terms and conditions remain the same as in the original contract.

IT IS FURTHER RESOLVED that the Mayor and City Clerk are authorized to sign the amended agreement.

OFFERED BY: Council Member Murdock
SUPPORTED BY: Council Member Moeller

On a roll call, the vote to approve Resolution No. 2013-015 was as follows:

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

VOTE:

Yes: 6 No: 0 Absent: 1 (Schreiber) Vote: Carried

4. Resolution No. 2013-016, supporting FEMA grant application for fire inspection services.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Fire Department qualifies to apply for a FEMA grant under a new FEMA Fire Prevention program and the grant will cover all activities related to fire inspections including refresher courses for our existing inspectors, initial training for additional inspectors and for our future Fire Marshall, travel costs to the class sites and 50% of the Fire Marshall's salary from April 1st to the end of year; and

WHEREAS, the total amount of the grant is $39,498 and has a matching requirement of 5%; and

WHEREAS, receiving the grant will save the City $39,498 and not receiving it will have no negative impact; and

WHEREAS, the goal is to make the City safer by performing annual fire inspections in our community to enforce the National Fire Protection Association #1 as adopted by the City; and

WHEREAS, on-duty firefighters will perform the inspections in conjunction with and under the supervision of the Fire Marshall.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council authorizes the Fire Department to apply for the grant.

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

On a roll call, the vote to approve Resolution No. 2013-016 was as follows:

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

VOTE:

Yes: 6 No: 0 Absent: 1 (Schreiber) Vote: Carried

5. Resolution No. 2013-017, approving appointments to Boards and Commissions.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

NAME	BOARD	TERM TO EXPIRE
Michael Bodary (reappointment) **1206 Westmoorland** **Ypsilanti, MI 48197**	**YCUA**	**2/1/2016**
Darlene Scott (reappointment) **1206 Kingwood** **Ypsilanti, MI 48197**	**Human Relations**	**1/22/2016**

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

On a roll call, the vote to approve Resolution No. 2013-017 was as follows:

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

VOTE:

Yes: 6 No: 0 Absent: 1 (Schreiber) Vote: Carried

XIV. LIASON REPORTS

A. SEMCOG Update - none
B. Washtenaw Area Transportation Study – Critical bridge funds notification coming out soon
C. Washtenaw Metro Alliance - none
D. Urban County - none
E. Freight House - none

XV. COUNCIL PROPOSED BUSINESS

Council Member Murdock – None

Council Member Robb – Requested creation of a City Press Release Policy, asked about an update on Mr. Kaczor's contract and what funds have been extended and requested salary information from the City Manager.

Council Member Moeller – Discussed her reporting of neighborhood issues to the City Manager and commented that the staff has done a wonderful job resolving any problems so that she can respond to the citizens and help get things "fixed up" in the neighborhoods.

Council Member Vogt – None

Council Member Jefferson – None

Mayor Pro Tem Richardson - None

XVI. COMMUNICATIONS FROM THE MAYOR PRO-TEM

None

XVII. COMMUNICATIONS FROM THE CITY MANAGER

Mr. Lange commented that the Martin Luther King, Jr. event at EMU was great and he appreciated being able to attend with members of Council.

He commended Interim Fire Chief Anthouard for doing a wonderful job.

He indicated he would follow up with Council regarding the following topics:

- Fire Marshal
- Pension over-funding and under-funding
- City-wide Comprehensive Tier 2 benefit package
- Motor pool audit

He stated that he is excited to see who will become the new YHC Executive Director and he enjoyed the gala at Hamilton Crossing and thought it was a great event.

He shared that he attended the first meeting of the Grove Road Intergovernmental Committee and thought it went very well; he added that Director of Public Services Stan Kirton found an additional $150,000 for the project and everything is right on schedule.

Council Member Robb asked if there was a public transportation meeting held at the Bomber.

Mr. Lange answered there was an informal meeting and indicated he hoped to have a more comprehensive meeting.

Council Member Robb asked if we were trying to create another 196.

Mr. Lange indicated Council Member Murdock might have more information on the topic and asked him to share his input.

Council Member Murdock stated they are working with the authorities to create a regional system within Washtenaw County so that the service that is needed in Ypsilanti can continue to be provided. He said that what this system is going to look like is presently unclear but another 196 is a possibility.

Council Member Robb asked if we would have to ask the state to dissolve the current 196 in order to move forward with a new one.

Council Member Murdock stated that there are no members in the current 196 so he doesn't believe it would be necessary.

Mr. Lange added that it was a great question and a valid concern and he would look into the legal aspect of it.

Mayor Pro Tem Richardson asked if there was going to be a drastic cut to funding for bus transportation in Ypsilanti as she has heard many rumors.

Council Member Murdock answered we have millage funds but we need regional authority for additional funds in order to maintain service, otherwise there could be reductions in service. He mentioned several other sources of potential funding but added that it is all rumor at this point.

XVIII. AUDIENCE PARTICIPATION

None

XIX. REMARKS FROM MAYOR PRO-TEM

None

XX. ADJOURNMENT

A. Resolution No. 2013-018, adjourning the City Council Meeting.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or two (2) members of Council.

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

On a voice vote the motion carried. The meeting adjourned at 8:25 p.m.

Resolution No. 2013-025
February 5, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City Charter requires that each year in February, City Council provides the City Manager by resolution the budget priorities for the next fiscal year.

NOW THEREFORE BE IT RESOLVED, in accordance with Section 5.02 of the City Charter, the following direction is hereby given:

That the City Manager shall present City council with a balanced Resources Allocation Plan for Fiscal Year 2013-2014 using the following organizational values, goals and action strategies:

Organizational Values

Three fundamental values continue to underlie our work together on behalf of the citizens of and visitors to the City of Ypsilanti.

1. ***Open, transparent and accessible decision-making***
   We are committed to openness and transparency in our decision-making, doing whatever we can to ensure that information is available to the public in a timely fashionand in a manner that is easily understood, and providing opportunities for public engagement and participation in decision-making.

2. ***Fiscal solvency and sustainability***
   We are committed to ensuring the long-term financial stability of the City. Our budget decisions must reflect a balance between short and long-term considerations, and we will work to reduce the costs of city services to the extent we can while maintaining effective city services and a sound infrastructure.

3. ***Customer Friendly Service***
   We are committed to providing services to residents and visitors in a customer friendly fashion, ensuring that service processes are effective and understandable, being responsive to requests for service to the extent we can consistent with procedures and resources, and ensuring that people recognize the limits of our ability to respond.

Budget Priorities for FY 2013-2014

During City Council's goal setting session held on January 3, 2013, Council deliberated on a number of issues, the most significant being the five year recovery plan. In addition, they discussed a number of other priorities.. Formal adoption of council's budget priorities will take place at the February 5, 2013 council meeting. I am consolidating council's proposed long and short-term goals, and associated action steps, in an effort to make these as straightforward as possible to reflect council's comments as expressed during their January 3, 2013 goal setting meeting.

THE PRIMARY GOAL OF THE CITY IS AS FOLLOWS:

To ensure Ypsilanti's long-term financial viability and sustainability over the next five to twenty years. Coupled with this goal, the city has to provide its citizens with an appropriate level of city services that allows the city to be perceived as a desirable place to live, work and invest in.

ACTION STEPS

1. The city is reorganizing its employees in such a way that the new organization considers both cost savings for the city and how it will improve customer service for the individuals that come in contact with the city.

    a. Restructuring and re-orienting the city workforce. City employees are being strongly encouraged to become more valuable to the city. We will begin immediately to start cross training city employees to do multiple jobs.

    b. Re-negotiate all union contracts so that all new city employees hired after either July 1, 2012 or January 1, 2013, will be placed within a comprehensive and parallel tier two benefit package. New non-union employees will be included in this two tier benefit package.

    c. The city staff is working to find opportunities for joint ventures that benefit both parties within and outside the city's operations that will save the city money.

    d. In order to provide better quality services for the citizens of the City of Ypsilanti, we are in the process of hiring an additional eight full time employees and two part-time employees.

    e. Making sure that each employee is being utilized to their highest and best level of productivity for the benefit of the city.

2. Continue to take steps to manage the city's debt as cost effectively as possible.

3. Reduce overhead costs for all city operations by selling excess city property.

4. Design and implement street light assessment district including consideration of capital improvement.

5. Develop public relation strategy and policy including use of social media, consistent use of website and coordination with media outlet for appropriate news coverage.
6. Audit motorpool funds and provide recommendations for appropriate funding and equipment replacement levels.

7. Re-focus effort to revitalize the Thompson block.

8. Provide assessment and recommendation for changes to garbage/recycling pick-up that reduces costs and maintains services.

9. Continue to work toward defining appropriate levels of service and secure long-term funding for public transportation.

10. Engage community in work on Master Plan process.

11. Investigate opportunities to reduce the cost of Police/Fire employees pension.

12. Revisit marketing and development strategy for Water Street redevelopment area.

13. Consider potential for city council committees to assist the city administration in achieving desired city council goals.

14. Find ways to dedicate more city revenues toward code enforcement and fire/housing inspection.

OFFERED BY:____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION
February 1, 2013

FROM: Stan Kirton, Director of Public Services

SUBJECT: Proposed Agreement DTE for Streetlight Conversions

Background: Met with Jeff LeBrun and Tim Miller with DTE Community Lighting Division on January 16, 2013, to discuss two new programs that DTE is rolling out this year. The first program is the Series Circuit Conversion Program, which entails replacing the series circuit. This program will be done at no labor cost to the City. DTE will replace 29 – 400 Watt Mercury Vapor (MV) Lights and 7 – 250 Watt Mercury Vapor Lights to High Pressure Sodium (HPS) Lights at no cost to the City. DTE has offered an option for the City to upgrade the HPS lights to LED lights for the up cost of the LED light fixtures from the HPS lights fixtures. The estimated cost for this upgrade to LED lights is approximately $360/light fixture less the DTE rebate of approximately $122/light fixture. The current annual energy cost for these 36 lights is $18,558.48; after the LED conversion, the annual energy cost for these 36 lights will drop to $11,211.74 annually. The return on investment (ROI) will be approximately 1.77 years.

The second program is the Mercury Vapor to LED Conversion Program, which also pays for the labor to convert MV lights to LED light fixtures. DTE has offered to convert 224 MV lights ; 162- 175 Watt MV to 67 Watt LED; 45 – 250 Watt MV to 131 Watt or 67 Watt LED; 17- 400 Watt MV to 135 Watt LED. The approximate cost to the City for the LED conversions is $67,282 less the DTE rebates of approximately $14,706. The final project costs to the City will be approximately $52,576. The current annual energy cost for these 224 lights is $49,721.76, after the LED conversion, the annual energy cost for these 224 lights will drop to $33,172.44 annually. The return on investment (ROI) will be approximately 3.18 years.

If the City chooses to participate in both programs, 260 MV lights will be converted to LED for approximately $80,274 less the DTE rebates of approximately $19,090 which will bring the total cost to the City down to approximately $61,184. The 2012-13 FY budget includes $50,000 for LED conversions of streetlights, the remaining balance of $11,184 for the cost of the conversions can be paid for with energy refund received form DTE, the Energy Efficiency Revolving Fund or from the allocation for streetlight conversions in the FY 2013-14 budget. Participation in these programs will eliminate all MV lights east of Huron Street and result in a substantial decrease in streetlight energy costs.

Recommendation: That City Council considers approving the proposed agreement with DTE to eliminate MV lights and replace them with LED lights.

Attachments: Proposed Agreements with DTE, Resolution

Council Agenda Date: February 5, 2013 Council Agenda Item No.____________

City Manager Approval: ________________________________

City Manager Comments:

Finance Director Approval: _____________________________

Resolution 2013-026
February 5, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti contracts with Detroit Edison Company (DTE) to provide and maintain street lights within the city limits; and

WHEREAS, DTE is initiating two programs this year, the Series Circuit Conversion and the Mercury Vapor Conversion Programs; and

WHEREAS, participation in both programs will convert 260 Mercury Vapor Light fixtures to LED light fixtures; and

WHEREAS, the City's participation in these two programs will substantially decrease streetlight energy costs; and

WHEREAS, agreements are needed between the City and DTE in order to participate in the conversion programs; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the proposed agreement with DTE replace 260 Mercury Vapor light fixtures with LED light fixtures.

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

OFFERED BY:____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

Ypsilanti Mercury Vapor Conversion-Option 1

- 162-175 w MV OH to 67 w LED
- 43-250 w MV OH to 131 w LED
- 2-250 w MV UG to 131 w LED
- 11-400 w MV OH to135 w LED
- 6-400 w MV UG to135 w Led
- Current Annual Invoice for lights above - $49,721.76

  Total: 224 lights

  Cost to convert: $67,282

  Rebate: $14,706

  Future Annual Invoice for lights above to LED - $33,172.44

  Project Payback – 3.18 years

Ypsilanti Series Circuit Conversion to LED

- **7-250 w MV to 131` w LED**
- **29-400 w MV to 135 w LED**
- **Current Annual Invoice for lights above - $18,558.48**

  Total: 36 lights

  Cost to convert: $12,992.00

  Rebate: $4,384.00

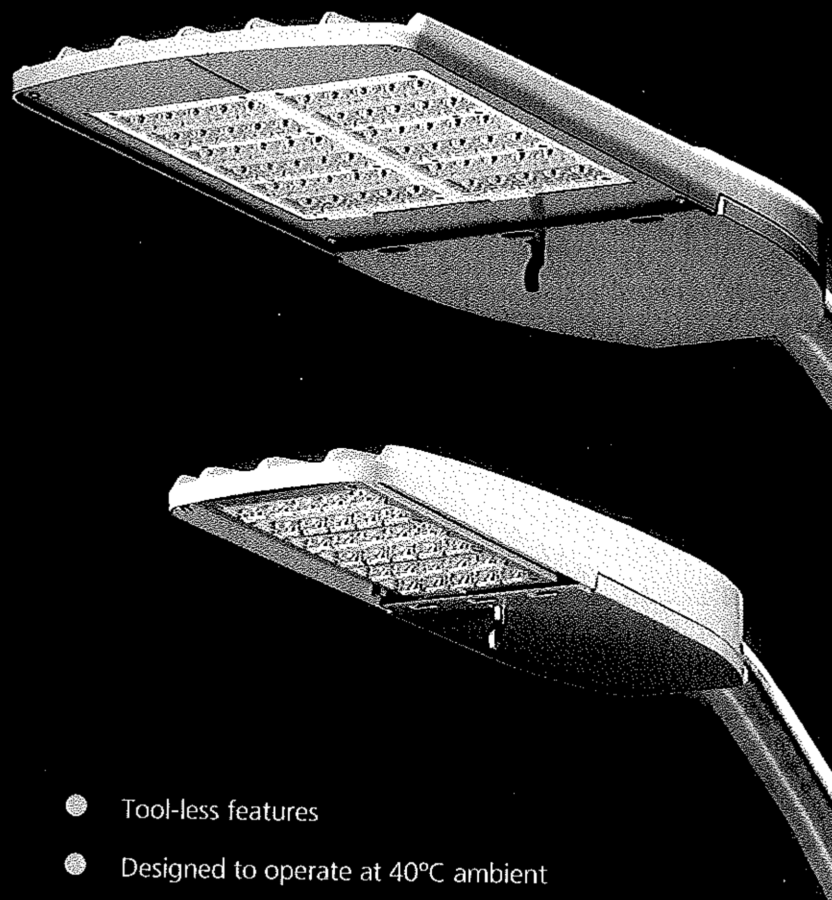
  Future Annual Invoice for LED conversions - $11,211.74

  Project Payback - 1.77 years

American Electric Lighting®

Autobahn Series ATB0 & ATB2

LED Roadway



Quick Facts

- 100-400 watt replacement
- Four lumen packages
- ANSI Class C Surge Protection
- Type II roadway distribution
- 4000K & 5000K CCT

Why Convert to LED?

- High performance energy efficient solution for high speed roadways, highway access ramps, and area lighting applications
- 40-60% more efficient than comparable HID luminaires
- Sleek attractive dayform with weight and EPA less than comparable cobraheads
- Leading-edge optics improve visibility on roadways
- Nighttime Friendly™
- Tool-less features
- Designed to operate at 40°C ambient
- Best-in-class surge protection and efficacy (lpw)
- **Municipalities:** Energy efficiency and holistic longevity make it the ultimate sustainable solution for renovating legacy streetlights.
- Utilizes breakthrough LED's and precision-engineered optics to provide exceptional illumination while also saving energy.

QUALITY PERFORMANCE WITH QUICK PAYBACK!

Typical paybacks are under 4 years. See your account manager for more information.

LED

AcuityBrands.

DTE Energy®

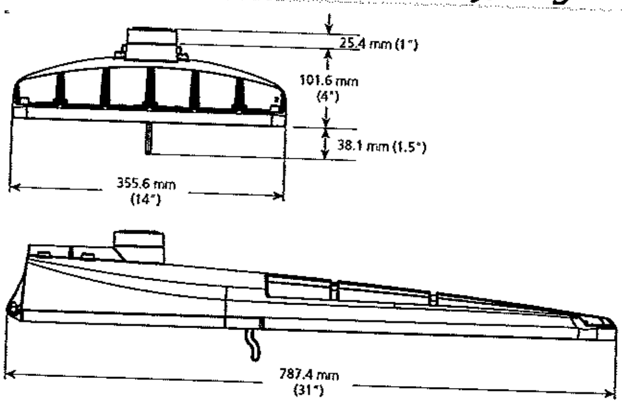
Autobahn Series - ATB0 & ATB2

LED

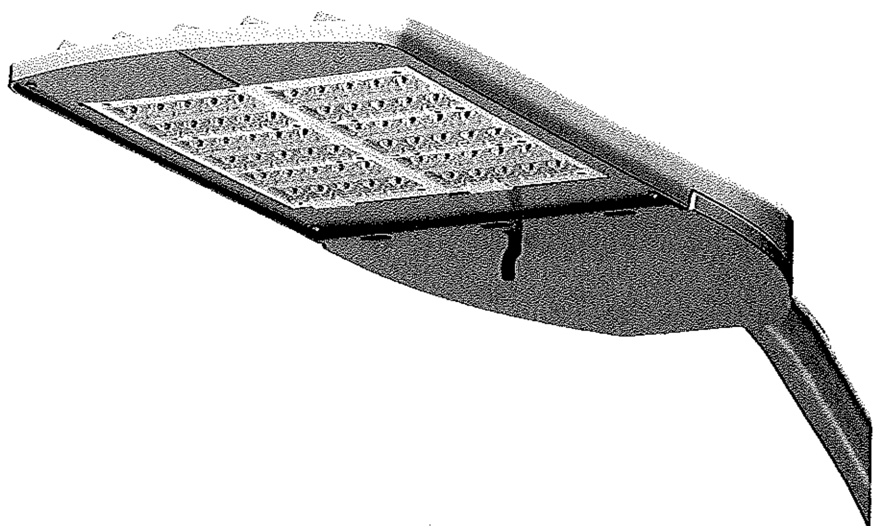
LED Roadway

Mercury Vapor	High Pressure Sodium	AEL LED	Input Watts	Lumens
175 watt	100 watt	**ATB0** 20BLEDE10 MVOLT R2 USPOM	67 watt	5,432
250 watt	150 watt	**ATB2** 40BLEDE10 MVOLT R2 USPOM	131 watt	11,133
400 watt	250 watt	**ATB2** 60BLEDE70 MVOLT R2 USPOM	135 watt	12,790
	400 watt	**ATB2** 80BLEDE10 MVOLT R2 USPOM	280 watt	22,503

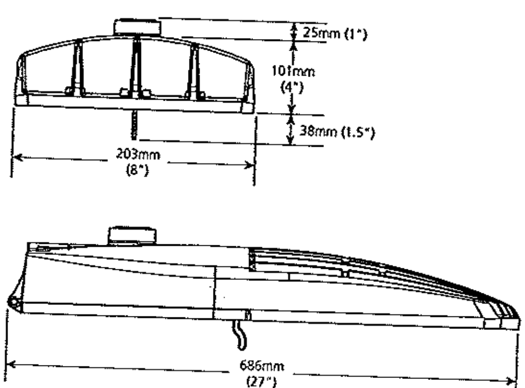
ATB2 - Autobahn LED Roadway, Large



Effective Projected Area (EPA) The EPA for the ATB2 is 0.78 sq. ft.,
Approx. Wt. = 21 lbs. (9.53 kg)
U.S. Patent No. D663,462



ATB0 - Autobahn LED Roadway, Small



Effective Projected Area (EPA) The EPA for the ATB0 is 0.76 sq. ft.,
Approx. Wt. = 14 lbs. (6.35 kg)
U.S. Patent No. D663,462

NIGHTTIME™ FRIENDLY

Consistent with LEED® goals & Green Globes™ criteria for light pollution reduction

AEL American Electric Lighting®
An Acuity Brands Company

AEL Headquarters, 3825 Columbus Road,
Granville, OH 43023

DTE Energy®

Please contact your sales representative for the latest product information.

MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between The Detroit Edison Company ("Company") and City of Ypsilanti ("Customer") as of February 5, 2013.

RECITALS

A. Customer may, from time to time, request the Company to furnish, install, operate and/or maintain street lighting equipment for Customer.

B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

AGREEMENT

1. Master Agreement. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties agreement as to the terms of a specific street lighting transaction, the parties shall execute and deliver a Purchase Agreement in the form of the attached Exhibit A (a "Purchase Agreement"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.

2. Rules Governing Installation of Equipment and Electric Service. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of the Company's Rate Book for Electric Service (the "Tariff"), Rule C 6.1, Extension of Service (or any other successor provision), as approved by the The Michigan Public Service Commission ("MPSC") from time to time.

3. Contribution in Aid of Construction. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the cost of installing Equipment ("as defined in the applicable Purchase Agreement") and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount equal to three years revenue expected from such new equipment. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such

suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid.

5. Modifications. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.

6. Maintenance, Replacement and Removal of Equipment. In accordance with the applicable Orders of the MPSC, under the Municipal Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company.

7. Street Lighting Service Rate.

a. Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate set forth in the Tariff, as approved by the MPSC from time to time, the terms of which are incorporated herein by reference.

b. The provision of street lighting service is also governed by rules for electric service established in MPSC Case Number U-6400. The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC.

8. Contract Term. This Agreement shall commence upon execution and terminate on the later of (a) five (5) years from the date hereof or(b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.

9. Design Responsibility for Street Light Installation. The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges the Company is not responsible for lighting design standards.

10. New Subdivisions. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%. If Customer wishes to have installation occur prior to 80% occupancy, then Customer acknowledges it will be financially

responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.).

11. Force Majeure. The obligation of Company to perform this Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

12. Subcontractors. Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and any replacement Equipment.

13. Waiver; Limitation of Liability. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.

14. Notices. All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at The Detroit Edison Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111 and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.

15. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Agreement and to carry out the actions required of it by this Agreement; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Agreement constitutes a legal, valid, and binding agreement of such party.

16. Miscellaneous.

a. This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Agreement must be in writing and signed by both parties.

b. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Agreement.

c. A waiver of any provision of this Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Agreement shall not be deemed a waiver of such party's rights hereunder.

d. The section headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation thereof.

e. This Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any action with respect to this Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

g. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of the Agreement.

****

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:	City of Ypsilanti
The Detroit Edison Company	
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of February 5, 2013 between The Detroit Edison Company ("Company") and City of Ypsilanti.

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated February 5, 2013. (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	PWO# 35972687	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: WO#35972687	
2. Location where Equipment will be installed:	[Written Description of location], as more fully described on the map attached hereto as Attachment 1.	
3. Total number of lights to be installed:	224 LED'S manufactured by Autobahn	
4. Description of Equipment to be installed (the "Equipment"):	162 luminaires-67 watt LED OH. LED. 43 luminaires-131 watt watt LED OH. 2 luminaires-131 watt LED UG. 11luminaires-135 watt LED OH. 6 luminaires-135 watt LED UG	
5. Estimated Total Annual Lamp Charges	$ 33,172.44	
6. Computation of Contribution in aid of Construction ("CIAC Amount")	Total estimated construction cost, including labor, materials, and overhead:	$67,282.00
	Credit for 3 years of lamp charges:	$ NA
	CIAC Amount (cost minus revenue)	**$67,282.00**
7. Payment of CIAC Amount:	$37,008.00 due promptly upon execution of this Agreement. $30,274.00 due 120 days from date of agreement.	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) ☐ YES ☑ NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices ____________________	
10. Customer Address for Notices:	[Address] [Address] [Name]	

11. <u>Special Order Material Terms</u>:

All or a portion of the Equipment consists of special order material: (check one) ☐YES ☑NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("<u>SOM</u>") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least NA posts and NA luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at NA .Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: ______________________ Title: ______________________

Phone Number: ______________________ Email: ______________________

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warrantees, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology ("EELT") Terms.

All or a portion of the Equipment consists of EELT: (check one) ☑ YES ☐ NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment. .

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph C replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

****

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:	Customer:
The Detroit Edison Company	[Customer Name]
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between The Detroit Edison Company ("Company") and City of Ypsilanti ("Customer") as of February 5, 2013.

RECITALS

A. Customer may, from time to time, request the Company to furnish, install, operate and/or maintain street lighting equipment for Customer.

B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

AGREEMENT

1. Master Agreement. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties agreement as to the terms of a specific street lighting transaction, the parties shall execute and deliver a Purchase Agreement in the form of the attached Exhibit A (a "Purchase Agreement"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.

2. Rules Governing Installation of Equipment and Electric Service. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of the Company's Rate Book for Electric Service (the "Tariff"), Rule C 6.1, Extension of Service (or any other successor provision), as approved by the The Michigan Public Service Commission ("MPSC") from time to time.

3. Contribution in Aid of Construction. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the cost of installing Equipment ("as defined in the applicable Purchase Agreement") and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount equal to three years revenue expected from such new equipment. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such

suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid.

5. Modifications. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.

6. Maintenance, Replacement and Removal of Equipment. In accordance with the applicable Orders of the MPSC, under the Municipal Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company.

7. Street Lighting Service Rate.

a. Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate set forth in the Tariff, as approved by the MPSC from time to time, the terms of which are incorporated herein by reference.

b. The provision of street lighting service is also governed by rules for electric service established in MPSC Case Number U-6400. The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC.

8. Contract Term. This Agreement shall commence upon execution and terminate on the later of (a) five (5) years from the date hereof or(b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.

9. Design Responsibility for Street Light Installation. The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges the Company is not responsible for lighting design standards.

10. New Subdivisions. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%. If Customer wishes to have installation occur prior to 80% occupancy, then Customer acknowledges it will be financially

responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.).

11. Force Majeure. The obligation of Company to perform this Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

12. Subcontractors. Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and any replacement Equipment.

13. Waiver; Limitation of Liability. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.

14. Notices. All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at The Detroit Edison Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111 and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.

15. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Agreement and to carry out the actions required of it by this Agreement; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Agreement constitutes a legal, valid, and binding agreement of such party.

16. Miscellaneous.

a. This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Agreement must be in writing and signed by both parties.

b. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Agreement.

c. A waiver of any provision of this Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Agreement shall not be deemed a waiver of such party's rights hereunder.

d. The section headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation thereof.

e. This Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any action with respect to this Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

g. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of the Agreement.

****

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:	City of Ypsilanti
The Detroit Edison Company	
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of February 5, 2013 between The Detroit Edison Company ("Company") and City of Ypsilanti.

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated February 5, 2013. (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	PWO# 35972687	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: WO#35972687	
2. Location where Equipment will be installed:	[Written Description of location], as more fully described on the map attached hereto as Attachment 1.	
3. Total number of lights to be installed:	224 LED'S manufactured by Autobahn	
4. Description of Equipment to be installed (the "Equipment"):	162 luminaires-67 watt LED OH. LED. 43 luminaires-131 watt watt LED OH. 2 luminaires-131 watt LED UG. 11luminaires-135 watt LED OH. 6 luminaires-135 watt LED UG	
5. Estimated Total Annual Lamp Charges	$ 33,172.44	
6. Computation of Contribution in aid of Construction ("CIAC Amount")	Total estimated construction cost, including labor, materials, and overhead:	$67,282.00
	Credit for 3 years of lamp charges:	$ NA
	CIAC Amount (cost minus revenue)	**$67,282.00**
7. Payment of CIAC Amount:	$37,008.00 due promptly upon execution of this Agreement. $30,274.00 due 120 days from date of agreement.	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) ☐ YES ☑ NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices ________________________	
10. Customer Address for Notices:	[Address] [Address] [Name]	

11. <u>Special Order Material Terms</u>:

All or a portion of the Equipment consists of special order material: (check one) ☐ YES ☑ NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("<u>SOM</u>") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least NA posts and NA luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at NA .Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: ______________________ Title: ______________________

Phone Number:__________________ Email: ______________________

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warrantees, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. <u>Experimental Emerging Lighting Technology ("EELT") Terms</u>:

All or a portion of the Equipment consists of EELT: (check one) ☑YES ☐NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment. .

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph C replace in its entirety <u>Section 7</u> of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

****

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:	Customer:
The Detroit Edison Company	[Customer Name]
By: ______________________________	By: ______________________________
Name: ____________________________	Name: ____________________________
Title:______________________________	Title:______________________________

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

REQUEST FOR LEGISLATION
February 5, 2013

TO: Mayor and City Council

FROM: Ralph A. Lange, City Manager

SUBJECT: Adoption of changes to non-union employment benefits

Summary: City Council began examining the city's financial condition and possible solutions during their annual goal setting in January 2013. The discussion included developing a comprehensive plan that included a combination of budget reductions. Council expressed a desire during goal setting to discuss and potentially adopt benefit package changes to all new non-union employees not covered by individual employment agreements effective January 1, 2013.

Non-union positions that are **covered by**, or *need to be covered by in the future*, non-union employment agreements include the following positions: **City Manager**, *Public Safety Director*, **Police Chief, Deputy Police Chief**, **Fire Chief,** *Assistant to the City Manager, Director of Administration Services, City Clerk, Finance Director*, **DPS Director** and *Director of Planning and Community Development.*

The proposed plan is attached for your consideration.

Recommendation: That city council reviews the proposed plan and adopts it, if satisfactory.

Attachments: Combined current non-union benefits and proposed non-union benefits

Council Agenda Date: 2-5-2013 Council Agenda Item No. 2013-027

City Manager Approval: ______________________________

City Manager Comments: ______________________________

Finance Director Approval: ______________________________

Resolution No. 2013-027
February 5, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, City Council has met and discussed the city's long term financial status and possible solutions; and

Whereas, City Council's discussion included developing a comprehensive plan that included a combination of budget reductions; and

Whereas, the City Manager and staff has developed an employee non-union benefits plan that addresses benefits for all new non-union employees not covered by an individual employment agreement; and

Now therefore be it resolved, that the Ypsilanti City Council approves the attached employee non-union benefit plan for all non-union employees not covered by an individual employment agreement effective January 1, 2013.

OFFERED BY: ______________________________

SUPPORTED BY: ______________________________

YES: NO: ABSENT: VOTE:

NON UNION BENEFITS		
BENEFITS	**CURRENT BENEFITS FOR EXISTING EMPLOYEES 12/31/2012**	**PROPOSED BENEFITS FOR NEWLY PROMOTED TO FULL-TIME AND NEW HIRES EFFECTIVE 1/1/2013**
BEREAVEMENT	32 hours or 4 days off for Immediate Family, 8 HOURS OR 1 DAY FOR Aunt, uncle or same domicile	32 hours or 4 days off for Immediate Family, 8 hours or 1 day for Aunt, uncle or same domicile
HOLIDAY	11 Paid Holidays + 1 Floating Holiday	11 Paid Holidays
SICK DAYS	96 hours or 12 days per year	48 hours or 6 days per year
PERSONAL DAYS	40 hours or 5 days per year	24 hours or 3 days per year
VACATION DAYS	After 6 months = 10 days After 2 years = 12 days After 5 years = 15 days After 7 years = 16 days After 10 years = 18 days After 12 years = 19 days After 15 years = 21 days After 20 years = 25 days	After 6 months = 10 days (80 hrs) After 5 years = 15 days (120 hrs) After 15 years = 18 days (144 hrs) After 20 years = 20 days (160 hrs)
VACATION CASH OUT	40 Hours per year	None
FURLOUGH DAYS	104 Hours or 13 days/year	None
EMPLOYEE CONTRIBUTION TO MERS	5% Employees contribution is not refundable after vesting	5% Employees contribution is not refundable after vesting
PENSION PLAN WITH MERS	2.50% Multiplier	2% Multiplier
AGE AT RETIREMENT	50 years old with 25 years of service or 55 years old with 15 years of service	55 years old with 25 years of service or 60 years old with 10 years of service
UPON DEATH OR RETIREMENT	Employee receives 75% of his/her accumulated sick time at the employee's prevailing wage.	Employee receives 50% of his/her accumulated sick time at the employee's prevailing wage.
HEALTH CARE	Single, Two Person & Family plan, Employee contributes 20% of premium	Employee contributes 20% of the premium for all city offered health insurance plans. The cost of this coverage will increase as follows once employee's base wages reach $55,000 : Pay 25% of the premium for 2 person coverage Pay 30% of the premium for family coverage There will be a deductible of $250 for single and $500 for 2 person & family for any employee who has a base wage of $40,000 or above. Prescription Drug: $10/$40 co-pay
HEALTH CARE WAIVER	Single $2000 2 Person $4000 Family $5000	Single $2000 2 Person $4000 Family $5000
DENTAL	100/80/50 plan with $1000 maximum per person	100/80/80 plan with $1500 maximum per person
VISION	Applicable for employees hired before July 1, 2010	None
RETIREES HEALTH CARE SAVINGS PLAN	Prior to 7/1/2010, City pay the Retirees health care per the contract they retired under.	City contributes $150/month
LIFE INSURANCE	Maximum coverage $75,000. City pays $.38/1000.	Maximum coverage $75,000. City pays $.38/1000.
LONG TERM DISABILITY	Only department heads are eligible. City pay $.62/1000	Only department heads are eligible. City pay $.62/1000
FLEXIBLE SPENDING ACCOUNT	Voluntary employee contribution	Voluntary employee contribution

REQUEST FOR LEGISLATION
February 5, 2013

FROM: Marilou T. Uy, Fiscal Services Director

SUBJECT: Amended Deficit Elimination Plan

SUMMARY & BACKGROUND:

On December 18, 2012, Council adopted a deficit elimination plan for the 2003 General Obligation Unlimited Tax Bonds fund (341). On December 19, 2012, the City of Ypsilanti Fiscal Services Director mailed the adopted deficit elimination plan to the State of Michigan, Department of Treasury. On January 9, 2013, the City received a letter from the State of Michigan Department of Treasury requesting amending the deficit elimination that was submitted on December 19, 2012. An amended plan was prepared for the 2003 General Obligation Unlimited Tax Bonds Fund showing the revenues, expenditures, changes in fund balance, beginning fund balance and ending fund balance through the year of the deficit's eventual elimination.

Recommended Action: That the City Council adopts the amended deficit elimination plan, and Fiscal Services Director re-submits the amended deficit elimination plan to the State of Michigan, Department of Treasury to avoid violation of Act 275 of the Public Acts of 1980.

Attachment: letter from Department of Treasury, State of Michigan dated January 9, 2013

Council Agenda Date: 02-05-2013 Council Agenda Item No. 2013-028

City Manager Approval: ______________________________

City Manager Comments:

Finance Director Approval: ____________________________

Resolution No. 2013 -028
February 5, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti Comprehensive Annual Financial Report as of June 30, 2012 revealed that the 2003 General Obligation Unlimited Tax Bonds fund (341) has a deficit fund balance of $23,938; and

WHEREAS, Act 275 of the Public Acts of 1980 requires that a Deficit Elimination Plan be formulated by the City of Ypsilanti and filed with the State of Michigan, Department of Treasury; and

WHEREAS, a plan was submitted on December 19, 2012 to the Department of Treasury, noting that it was presented to the Ypsilanti City Council for approval on December 18, 2012; and

WHEREAS, a letter of response was received from the Department of Treasury instructing the City to amend the plan; and

NOW, THEREFORE, BE IT RESOLVED that the Ypsilanti City Council adopts this amended deficit elimination plan for the 2003 General Obligation Unlimited Tax Bonds fund (341)

Fiscal Year Ending June 30	**2011**	**2012**	**2012**	**2013**	**2013**
	Total	**Detail**	**Total**	**Detail**	**Total**
Revenue					
Taxes	720,195		718,239		745,391
Taxes					*742,922*
Property Taxable value		307,707,457		288,207,946	
Millage rate		2.3339/1000		2.5777 1000	
Delinquent Taxes					*1,500*
IFT					*109*
Interest on current taxes					*787*
Interest on Delinquent taxes					*73*

Investment earnings	786		1,334		1,150
Other revenue	451		-		-
Total Revenue	**721,432**		**719,573**		**746,541**
EXPENDITURES					
Principal	495,000		515,000		535,000
Interest and fiscal charges	218,547		199,919		113,974
Interest 10/1//2012				95,019	
Interest 4/1/2013 after refunding				18,530	
Paying agent fees and Admin. fees				425	
Bond Issuance Cost					51,678
MTT settlements	495				900
Board of review adjustments	568				500
Washtenaw County charge backs	37,116		19,040		5,100
Total Expenditures	**751,726**		**733,959**		**707,152**
Net changes	(30,294)		(14,386)		39,389
Fund Balance, beginning of year	20,743		(9,551)		(23,937)
Fund Balance, End of year	**(9,551)**		**(23,937)**		**15,452**

BE IT FURTHER RESOLVED that the City of Ypsilanti's Fiscal Services Director re-submits the amended deficit elimination plan to the Michigan Department of Treasury for certification.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

4425 (Rev. 01-11)

(1)

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RICK SNYDER
GOVERNOR

ANDY DILLON
STATE TREASURER

ADDITIONAL INFORMATION REQUEST
DEFICIT ELIMINATION PLAN
ID NUMBER: 81-2-040

January 9, 2013

Supervisor
City of Ypsilanti
One South Huron Street
Ypsilanti, Michigan 48197

Dear Supervisor:

On January 25, 2012 a deficit elimination plan was certified through 2013 for the 2003 Unlimited Tax Bonds Fund. This plan was approved to eliminate a 2011 deficit of $9,551. The plan stated the 2011 deficit would be eliminated by increasing the millage rate for fiscal year 2012/2013. The plan dated December 19, 2012 states the deficit will be eliminated by increasing the fiscal year 2013-2014 street millage rate by generating additional revenue to cover the deficit. However, the deficit has increased from $9,551 to $23,938. Please submit an amended plan. The following are acceptable evidence to support a plan:

1. Certified copies of board/council resolutions (describing funds and amounts) approving additional appropriations sufficient to eliminate the deficit and a copy of the journal entry that shows that the transfer has been made.

2. Projected budget approved by the legislative body as evidenced by a certified resolution itemizing yearly revenues by source, expenditures/expenses by activity, and changes in the fund balance/net assets through the year of the deficit's eventual elimination. There is a five-year limit for an approved plan; the plan must be amended if the deficit increases or the plan is not otherwise followed.

Please submit a deficit elimination plan for all funds listed above within 30 days from the date of this letter. Should a plan not be filed within 30 days, we will withhold 25% of the local unit's State Incentive Payments or payments issued under Public Act 140 of 1971, the Glenn Steil State Revenue Sharing Act of 1971. Once withheld, payments are released not when a plan has been filed, but when a plan has been evaluated and certified by Treasury.

After receiving your plan, we will notify you in writing if additional information is needed or that your plan has been certified. If you have any questions or concerns, please do not hesitate to contact us at (517) 335-1205 or Treas_MunicipalFinance@michigan.gov. Our mailing address is Michigan Department of Treasury, Local Audit and Finance Division, P.O. Box 30728, Lansing, MI 48909-8228.

Sincerely,

[redacted]

Angelica Zahrt, Auditor
Local Audit and Finance Division

REQUEST FOR LEGISLATION

FROM: **MARILOU T. UY**
FINANCE DIRECTOR

SUBJECT: **ACTUARIAL SERVICES FOR OTHER POST EMPLOYMENT BENEFITS (OPEB) FOR THE CITY OF YPSILANTI**

DATE: **February 5, 2013**

The Governmental Accounting Standards Board (GASB) issued Standards 43 and 45 requiring governmental agencies to begin reporting Other Post Employment Benefit (OPEB) costs on an accrual basis beginning with fiscal years ending after December 2007. These standards require a new actuarial valuation every two years.

Therefore we posted our request for proposal at www.mitn.info (The Michigan Inter-governmental Trade Network) on October 26, 2012. We also emailed parties who had expressed interest over the last year. Four proposals were received on November 23, 2012, with the following results:

ACTUARIAL FIRMS	3-YEAR PROPOSAL(2012,2014,2016)
MWM Consulting Group	$27,000
Gabriel Roeder Smith and Company	$36,000
Millman, Inc.	$34,500
Watkins, Ross & Co.	$34,500

The criteria used to evaluate the proposals are as follows:

Qualification	25 pts
Prior OPEB actuarial experience	30 pts
Sample Reports	20 pts
Proposed fee	10 pts
Total	85 pts

It wasn't necessary for us to check references because we have prior experience with the highest and second highest scoring firms. I recommend awarding MWM Consulting a contract for the three valuation years (2012,2014 and 2016) at a total cost of $27,000.

The approval of the contract will be contingent upon the City Attorney's review.

Please feel free to contact me at 734-483-1105 or by e-mail at muy@cityofypsilanti.con if you have questions.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Proposed Resolution

CITY MANAGER APPROVAL:____

COUNCIL AGENDA DATE: February 5, 2013 COUNCIL ITEM: 2013-029

FINANCE DIRECTOR APPROVAL:____

Resolution No. 2013-029
February 5, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the GASB standards require an actuarial valuation of Other Post Employment Benefits every other year; and

WHEREAS, the Finance Department posted the Requests for Proposals by email and at www.mitn.info (The Michigan Inter-governmental trade network) on October 26, 2012; and

WHEREAS**,** MWM's proposal for a three-year contract was $27,000 that includes the actuarial valuation for the years 2012, 2014 and 2016; and

WHEREAS**,** MWM will provide the necessary information for GASB 43 and GASB 45 for the audit reports for fiscal year ends 2013, 2015 and 2017; and

NOW BE IT HEREBY RESOLVED that the Ypsilanti City Council approve contract for the three valuation years (2012, 2014 and 2016) with MWM Consulting Group in the amount of $27,000.

OFFERED BY:____

SUPPORTED BY:____

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION
January 29, 2013

To: Mayor and City Council

From: Ralph A. Lange, City Manager

Subject: Streetlight Special Assessment District – Authorization and Commencement of Project

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SUMMARY & BACKGROUND:

Given the budgetary challenges the City faces, City Council has previously requested staff to proceed with a special assessment district for streetlighting. The special assessment district will encompass the entire City and levy a fee to pay for electricity costs as well as capital improvements. Possible assessment methods include A) a flat fee, irrespective of parcel size, B) fees based upon average parcel area and C) fees based upon perimeter.

Ypsilanti City Code Section 90-31 requires a City Council resolution to authorize and commence a special assessment project; the attached resolution will authorize a start to the process of creating a streetlight special assessment district for Ypsilanti.

Created in consultation with the City Attorney, find below a tentatively proposed schedule outlining next steps should City Council approve this resolution to authorize and commence the special assessment project.

TENTATIVE TIMELINE:

- February 19, 2013 - Report of City Manager: Presentation of assessment options
- March 5, 2013 - Preliminary Resolution of Necessity and Public Hearing
- March 19, 2013 - City Council Approval: Directs City Assessor to prepare the roll
- Last week of March 2013 – Mail notice to property owners and second Public Hearing to consideration objections to roll
- April 23, 2013 – Approval/Changes/Rejection of the roll
- July 1, 2013 – Special Assessment District goes into effect

RECOMMENDED ACTION: Approve

ATTACHMENTS: Proposed Resolution, Memo from City Attorney

CITY MANAGER APPROVAL: ______________________ COUNCIL AGENDA DATE: 02/05/2013

CITY MANAGER COMMENTS: ______________________

FISCAL SERVICES DIRECTOR APPROVAL: ______________________

Resolution No. 2013 - 030
February 5, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti is now facing budgetary challenges and will be in the near future; and

WHEREAS, the creation of a streetlight special assessment district would levy necessary funds to pay for lighting costs and capital improvements; and

WHEREAS, Ypsilanti City Code Section 90-31 requires a City Council resolution to authorize and commence a special assessment project; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council will authorize the commencement of a special assessment project to determine the feasibility and value of creating a streetlight special assessment district

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

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

105 Pearl Street
Ypsilanti, MI 48197
(734) 481-1234
Fax (734) 483-3871
www.barrlawfirm.com
e-mail: info@barrlawfirm.com

John M. Barr
Karl A. Barr
~~~~~~~

Jesse O'Jack ~ Of Counsel
William F. Anhut ~ Of Counsel – Retired

To: Ralph A. Lange, Ypsilanti City Manager
From: John M. Barr, Ypsilanti City Attorney
Date: 2/1/2013
Re: Special Assessment Procedure

This memo will outline the procedure to set up a special assessment district for street lighting.

Authority. The city charter in section 101 Powers of City provides: "The city shall have all powers possible for a city to have under the Constitution and laws of this State as fully and completely as though they were specifically enumerated in this charter."

The city charter in section 8.01 provides for special assessment districts for public improvements.

The Michigan Home Rule Cities Act in section 117.4d gives home rule cities the power to provide special assessment districts for street lighting.

Procedure. The city code in section 90-31 and following provides for the special assessment procedure. An outline of the procedure follows:[1]

1) Commencement. 90-31 City council resolution to authorize and commence a special assessment project.

2) Report of City Manager. 90-36 City council refers the matter to the city manager to prepare a report to include all necessary and pertinent information for council to ascertain the cost, extent and necessity of the special assessment project and what proportion should be borne by the property benefited, and what proportion should be paid by the city. Council may not order the improvement until the manager's report has been filed.

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[1]City code section numbers are shown in each step. A copy of the city special assessment ordinance is attached. Great care should be taken to review the appropriate code sections for each step and follow the code steps exactly. A copy of the City Charter section for Special Assessments is also attached.
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3) Preliminary resolution of necessity. 90-37 City council passes a resolution determining necessity and estimating the cost, filing with clerk and must hold a public hearing on the matter.

4) Public hearing and Objections. 90-41 The public has the right to file objections. If property owners representing more than 50% of the expected cost of the assessment file objections, the project may not proceed without the affirmative vote of 4/5 of all the council members.

5) 90-42 Resolution approving. Council passes a resolution approving the project and ordering the assessor to prepare an assessment roll.

6) 90-45; 90-46 Special Assessment roll. Assessor makes the roll.

7) 90-46 Approval of the roll. Council must examine and approve the roll and file with city clerk for public examination.

8) 90-46 Examination of roll by public. Council sets a time for the public examination of the roll and a time for a public hearing.

9) 90-47 Publish notice. Clerk publishes the notice of public hearing one time at least 10 days prior to the public hearing.

10) 90-48 Mail notice. Notice of public hearings and special assessment proceedings must be mailed to each property owner in the district at least 10 days before the hearing.

11) 90-49 Public hearing. Council holds the public hearing and review the roll and consider all objections.

12) 90-50 Appearance and objections. Owners can appear in person, by agent, or by written appearance and objection.

13) 90-50(c) Record. Record must be kept of all appearances, written and oral objections.

14) 90-50 Correcting the roll. Council may correct or amend the roll.

15) 90-51 Rejection of roll. Council may reject the roll and require a new roll at the same meeting.

16) 90-52 Approval of roll and determination. Council may approve the roll and pass a resolution of determination and direct the treasurer to collect the assessments.

Resolution No. 2013-032
February 5, 2013

Whereas the Michigan State Legislature has created a Regional Transit Authority (RTA) to include Washtenaw County; and

Whereas the City of Ypsilanti has a long time relationship with the City of Ann Arbor and the Ann Arbor Transit Authority (AATA) to provide transit to the City of Ypsilanti; and

Whereas the City of Ypsilanti, City of Ann Arbor and the Townships of Ypsilanti and Pittsfield are exploring possible urban core regionalization within Washtenaw County to provide transit services; and

Whereas the City of Ann Arbor have requested changes in the RTA legislation or in the absence of such changes the removal of Washtenaw County from the RTA.

Therefore be it Resolved that the City of Ypsilanti supports The City of Ann Arbor efforts to change the RTA legislation or have Washtenaw County removed from the RTA.

And Further Resolved that the City Clerk is hereby directed to notify the Governor, the Michigan State Legislature, the Washtenaw County Board of Commissioners and Kirk Profit of this resolution.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

Resolution No. 2013-031
February 5, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or two (2) members of Council.

OFFERED BY: ______________________________

SUPPORTED BY: ______________________________

YES: NO: ABSENT: VOTE: