

1. City Council Regular Meeting Agenda

Documents: [3-19-13 REVISED FINAL AGENDA.PDF](#)

2. City Council Regular Meeting Packet

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Revised – 3/19/13

**CITY OF YPSILANTI
COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS - ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, MARCH 19, 2013
6:00 P.M. – CLOSED SESSION
7:30 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 7:30 p.m.)

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

VII. INTRODUCTIONS

VIII. PRESENTATIONS

IX. PUBLIC HEARING

- A. Resolution No. 2013-052, approving Family Dollar purchase agreement.
- B. Open public hearing
- C. Close public hearing

IX. AUDIENCE PARTICIPATION

X. REMARKS BY THE MAYOR

XI. MINUTES

Resolution No. 2013-050, approving the minutes of February 26 and March 5, 2013

XII. ORDINANCES – SECOND READING

- 1. Resolution No. 2013-046, approving Ordinance No. 1183A – Text Amendment: Food production, processing and sales ordinance

XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS

1. Resolution No. 2013-053, approving Fischer-Honda purchase agreement.
2. Resolution No. 2013-054, declaring March 23, 2013 "Earth Hour Day" in the City of Ypsilanti.

XIV. LIASON REPORTS

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

XV. COUNCIL PROPOSED BUSINESS –

XVI. COMMUNICATIONS FROM THE MAYOR –

Go Solar Community Forum

XVII. COMMUNICATIONS FROM THE CITY MANAGER –

XVIII. AUDIENCE PARTICIPATION -

XIX. REMARKS FROM THE MAYOR –

XX. ADJOURNMENT –

- A. Resolution No. 2013-055, adjourning the City Council Meeting.



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Council Member Murdock	P A	Mayor Schreiber	P A
Mayor Pro-Tem Richardson	P A		

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- A. Resolution No. 2013-052, approving Family Dollar purchase agreement.
- B. Open public hearing
- C. Close public hearing

XIV. RESOLUTIONS/MOTIONS/DISCUSSIONS

1. Resolution No. 2013-053, approving purchase of access easement from Honda Fischer for pedestrian bridge landing.
2. Resolution No. 2013-054, declaring March 23, 2013 "Earth Hour Day" in the City of Ypsilanti.

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XVIII. COMMUNICATIONS FROM THE CITY MANAGER –

XIX. AUDIENCE PARTICIPATION -

XX. REMARKS FROM THE MAYOR –

XXI. ADJOURNMENT –

- A. Resolution No. 2013-055, adjourning the City Council Meeting.



Resolution No. 2013 – 050
March 19, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Minutes of February 26, and March 5, 2013 be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Draft

**CITY OF YPSILANTI
CITY COUNCIL WORK SESSION MEETING MINUTES
TUESDAY, FEBRUARY 26, 2013
CITY COUNCIL CHAMBERS - ONE SOUTH HURON ST.
YPSILANTI, MI 48197
7:00 P.M. – CLOSED SESSION
7:30 P.M. – WORK SESSION**

I. CALL TO ORDER

The meeting was called to order at 7:06 p.m.

II. ROLL CALL

Council Member Jefferson	Present	Council Member Robb	Present
Council Member Moeller (7:18)	Present	Council Member Vogt	Present
Council Member Murdock	Present	Mayor Schreiber	Present
Mayor Pro-Tem Richardson	Absent		

Council Member Vogt moved, supported by Council Member Jefferson to excuse the absences.

On a voice vote the absences were excused.

III. INVOCATION

The Mayor asked all to stand 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

The agenda was approved as presented.

VI. CLOSED SESSION (7:00 to 7:30 p.m.)

Closed Session to discuss confidential attorney opinion. OMA 15.268, Section 8(h)

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

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

VOTE:

Yes: 5 No: 0 Absent: 2 (Moeller, Richardson) Vote: Carried

The meeting adjourned to closed session at 7:08 p.m.

Open session resumed at 7:43 p.m.

VII. AUDIENCE PARTICIPATION

1. James Blair, 525 Second Ave., stated that he is in favor of the special assessment as long as all property owners are equally responsible for paying the special assessment. He stated that there were two shootings in the past twelve months on areas of the street without streetlights. He mentioned that there is a church on his street that benefits, perhaps more than the private home owners, from the streetlights and they should be equally responsible.

VIII. REMARKS BY THE MAYOR

Mayor Schreiber stated that Mr. Blair's comments are something that Council is considering and part of the reason for the Work Session is to go over the various options available and to figure out the most equitable way to institute it.

IX. WORK SESSION

City Manager's Report

City Manager Ralph Lange introduced his report by stating that the City has been experiencing a continuing reduction of revenues for half a decade which has forced the City to make difficult decisions the level of service that can be provided. He stated that costs have been cut in every way possible and avenues the City has explored to bring in extra revenue have been shot down, leaving the City struggling to provide basic services. He said the last way to reclaim revenue for a service that the City provides is to explore the street lighting, which costs the City approximately \$520,000 a year.

A. Streetlight Special Assessment District Presentation

(Presentation on File with the Clerk's Office)

City Planner Teresa Gillotti and Management Intern Jessica Teng made a presentation to Council regarding the Streetlight Special Assessment District. Points highlighted during the presentation included:

- Reasons for a Streetlight Special Assessment District
- Research and findings from other communities with Special Assessment Districts
- Requirements for a Special Assessment District
- Proposal for Ypsilanti's Streetlight Special Assessment District
- Next Steps

B. Discussion

Ms. Teng stated that during the 2012 budget session City Council identified the street lighting as a possible way to help with the City's budget problems. She added that FY2008-09 was the last year with a budget surplus. She shared that the City's DTE bill equates to approximately 5% of the total general fund budget.

Mr. Lange added that the DTE bill was simply operating and maintenance costs and did not include and capital costs.

Council Member Robb stated that the reason the street lighting is being looked at is because it is a massive technological advancement and said the focus should be on that, rather than on the budgetary concerns. He added that this would be the biggest thing in lighting in the state and would have a massive technological and environmental impact.

Ms. Teng discussed other communities in the state that have street lighting assessment districts and how they distribute the assessment amongst their tax payers. She also discussed the methodology used in the report and stated that it was based on the distribution that seemed to make the most sense for the City of Ypsilanti.

Council Member Robb asked for more information on how Flint instituted the street lighting special assessment because he felt they were a good example, as they also have Colleges and Universities in their jurisdiction.

Ms. Teng explained the methodology used by the City of Flint as laid out in the Emergency Manager's report.

Mayor Schreiber asked Ms. Teng which jurisdiction she felt most closely resembled the City of Ypsilanti.

Ms. Teng answered that she felt Garden City was most similar to the City of Ypsilanti in terms of size. She outlined the requirements for a special assessment district and the methodology that staff recommended be adopted by Council for distributing the special assessment. She shared the staff's recommendation for a 10 category special assessment district and to include the capital improvement costs. She added that the Climate Action Plan estimates a 30% reduction in electricity costs by retrofitting the streetlights to LED bulbs.

Ms. Gillotti explained that the methodology used in the report was based mostly on the information that was available to them. She said there was data available on all of the street lights in the City as well as their type and actual cost, along with parcel data from the Assessor's database and the parcel perimeter data from County Equalization. She stated that the data on street frontage for each parcel was not available so they used the perimeter information that was available for each parcel. She mentioned that though costs would be going down as the lights were retrofitted with the LED bulbs, the cost estimates in the report are on the high side, however she felt this was better for general consideration. She showed a map of streetlights in the City and described the types of properties shown on the map. She explained that the estimated cost to retrofit all of the streetlights is \$1.1 million and the Climate Action Plan estimated a return on investment within seven years, though it could be sooner if the City becomes involved in the DTE rebate program. She further explained the methodology and options outlined in the report.

Ms. Teng explained that they calculated the percentage of the City that each of the 10 categories comprised and distributed that portion of the bill to be equally divided amongst the parcels in that category. This produced an average cost per parcel, which, she explained, was more efficient, due to staff time constraints as well as the amount of rounding that would be involved to get an exact cost per parcel which would make the amount more inaccurate.

Mayor Schreiber asked how to tie the perimeter, which is being used as the measure, to the amount of benefit received, which is a requirement for creating a special assessment district.

Ms. Gillotti stated that while the most ideal method would be to use the street frontage of a parcel and tie it to the closest streetlight to determine the amount assessed the information was not available. She stated there was no perfect method to be used.

Council Member Murdock stated that he anticipated this would create a lot of appeals.

Ms. Gillotti stated that the method was not perfect and there definitely would be appeals, however, though each parcel may not have a light, there is usually one close enough to constitute a benefit. She added that there are other methods they could explore depending on the amount of time Council wanted staff to spend working on the project.

Council Member Murdock asked how much additional work would be required and inquired whether or not each parcel would have to be looked at individually.

Ms. Gillotti answered that there may be specific properties where they may want to figure out a way to accommodate a special assessment amount that was representative of their property's location to streetlights.

Council Member Murdock stated that everyone would have an opportunity challenge their assessment and asked if that would be an appropriate time to figure it out, instead of going through 4,900 properties individually to determine the street frontage that is lit by streetlights.

Council Member Vogt stated that his understanding was that the assessment has to be linked to the benefit each particular property gets. He said that dividing the amount among the parcels does not do that because all parcels do not have equal access to City streetlights so the charge would not be proportionate to the benefit.

Council Member Murdock stated that he agrees with Council Member Vogt's point of view however it seems that the other streetlight special assessment districts within the state were able to divide the assessment charge everyone equally. He added that another consideration was to upfront the conversion cost to get the savings as soon as possible. He also stated that we should review the street lighting system to identify gaps in the lighting system or areas where there may be too many lights.

Mr. Lange stated that he had questioned whether doing the conversion all at once was possible and he has learned that DTE does have the capacity to do so and is enthusiastic about the project. He stated that there are more possibilities available today than there were six months ago. He mentioned there was a rebate program that was very important as it could lessen the capital costs of the project. He added that he feels that using the perimeter as a measure was far more equitable than a flat fee to all parcels and he also thinks it is more defensible.

Mayor Schreiber asked for confirmation that, under the 10-category option, residential parcels made up about 50% of the City, which puts a bigger burden the larger parcels.

Ms. Teng stated that residential parcels took up about 48.5% of the City under the 10 category option and the methodology used ensured the assessment was proportionate to the percentage of the City comprised of those parcels.

Mayor Schreiber asked for the reasoning behind using 10 categories instead of 5 categories.

Ms. Teng answered that the breakdown becomes more exact and gives you a more precise number.

Council Member Robb stated that the report used a capital cost estimate of \$1.1 million spread over 7 years and asked how many years could that cost legally be spread across.

Attorney Barr stated that it could be considered like depreciation and spread across the time frame that the lighting is good for.

Mr. Lange stated that all of the quantitative analysis is likely to change, in the next couple of weeks, in the favor of the City.

Council Member Murdock stated that he thinks the capital cost would come in much less than the estimated \$1.1 million based on advancements in the industry. He asked when and how the assessment would be added to the tax bill.

Ms. Gillotti stated that an estimate for that year's capital project could be used and then the next year's bill could be adjusted accordingly once the actual cost of the project was billed.

Council Member Murdock asked what the next steps would be.

Ms. Gillotti and Mr. Lange stated that they were looking guidance from Council.

Ms. Teng explained the steps in the process and said that the goal is to have this in place by July 1st.

Mayor Schreiber asked what process would need to be followed if Council wanted to change the methodology used to calculate the assessment.

Attorney Barr stated that the ordinance could be modified in the same manner as any other ordinance. He said that he guessed the special assessment would be charged annually, so it would be best to analyze the figures on a yearly basis to determine if Council wishes to modify the ordinance. He stated that he thinks staff is looking for input on the method they would like to begin with at this time.

Ms. Gillotti outlined a date-specific timeline, shown in the presentation, for how the project could move forward from its current standing, keeping with the goal of having the ordinance in effect by the beginning of the next fiscal year.

Mayor Schreiber stated that the perimeter seems like the best method to use though he is just struggling with whether to use the 10 categories or 5 categories, as he felt the latter burdens larger properties a little less.

Council Member Moeller stated that she had shared the project with members of the College Heights and Normal Park neighborhood lists and received a lot of complaints about the proposal stating that they did not understand why they needed to pay for streetlights.

Council Member Robb asked Council Member Moeller how she felt, as their Council representative.

Council Member Moeller answered that the numbers are not convincing to her yet.

Mr. Lange stated that the special assessment and the capital improvement are separate and, based on operating and maintenance costs alone and not including the capital improvement costs, the City could save \$490,000 a year by implementing the street lighting special assessment districts. He stated that this was a service that the City used to be able to provide but now must be looked at as an assessment. He said that adding the capital improvement would save the City even more money.

Council Member Moeller stated that some people may not be able to see the direct benefit of the assessment for their property and shared that many neighbors expressed concerns over additional assessments being added for other services.

Council Member Robb stated that there were already other assessments and millages for trash, transportation, road improvements, and library services.

Council Member Moeller stated that a lot of the details have not been clear and she feels it should be clarified for the citizens.

Mr. Lange stated that there were many ways in which this could all have been presented and the assessment is the big advantage to the City while the capital improvement is the big advantage to technology improvement and further money savings.

Council Member Moeller stated that the technology improvement and energy savings should be the focus, as people might be more willing to pay, instead of mixing up the details so much that it becomes confusing.

Ms. Gillotti summarized the points that could be looked into further, to be addressed in the future, based on the questions and concerns addressed by Council.

Council Member Robb stated that staff shouldn't look any further into assessing a flat fee.

Ms. Gillotti asked if there were any particular reason he wished to drop that option from consideration.

Council Member Vogt stated that it was hard to relate it to the benefit.

Council Member Murdock stated that it was the least defensible option.

Ms. Gillotti stated that staff could look at other municipalities and how they manage their special assessments to answer further questions. She added that, unless Council wanted to stick with a more aggressive timeline, other options could be explored and the assessment could be added to the tax bill in December, instead of rushing to have it placed on the July tax bill.

Council Member Vogt stated that he was in favor of a hybrid model where there is a certain flat fee assessed to all properties and then have the remaining portion of the assessment based on street frontage or distance to a street light which is a direct benefit. He also expressed his similar concern for the larger parcels finding reason to file lawsuits based on the assessment.

Council Member Robb stated that would be very difficult to calculate and would take a lot of time.

Council Member Murdock stated that other municipalities seemed to find a way to calculate the assessments that was much simpler and they did not seem to have any problems.

Council Member Vogt stated that perhaps there are other municipalities that also have a University who have implemented special assessment districts that could be used as examples for how the City of Ypsilanti can move forward.

Mr. Lange stated that an option the City could look at was assessing a flat fee for simply being a member of the community and benefiting from the lights being in and around the different neighborhoods. He likened the assessment to a water hook-up fee that all property owners must pay in order to have the meter on their property. He asked City Council if they wanted to move forward with a special assessment for the operating and maintenance costs and whether or not they wanted include the capital improvement costs in the special assessment.

Council Member Vogt stated that his answer depends on whether this helps the City survive the next five years and if it meets the legal requirements.

Mr. Lange stated that this is absolutely critical to the City's long-term survival.

Council Member Vogt stated that it needs to be done.

Council Member Murdock stated that the reason Council began considering the project was that it would increase revenue and would also reduce costs, so the special assessment and capital improvement project both need to be done and they need to be done together.

Mayor Schreiber stated that he also wanted to do both.

Council Member Moeller stated that she would like to see the numbers before making a decision.

Mr. Lange stated that staff would work hard to make everything more transparent. He asked if Council agreed with the hybrid method where a certain, minimum, flat fee was assessed to all parcels.

Council Member Moeller stated that she doesn't think people will understand it.

Council Member Vogt stated that he thinks it makes sense and is logical, as long as it is a very small fee.

Council Member Murdock stated that he doesn't think it makes any sense.

Mayor Schreiber stated that he is worried about the spread of cost where some parcels would have a low fee and others would have a much larger fee. He said he feels there should be some system where the residences all pay the same amount.

Council Member Robb stated that Council needed a list of the 67 properties that comprise the list of larger parcels to understand the situation better.

Council Member Murdock stated that he thought those larger parcels were mostly comprised of schools, parks, and property owned by Highland Cemetery and Eastern Michigan University.

Council Member Robb stated that they way to counter people who argue against the assessment is to tell them that it is for the greater good.

Council Member Vogt asked if staff was clear on how to move forward.

Mr. Lange stated that staff would analyze the different options and come back with more information.

X. AUDIENCE PARTICIPATION

1. James Blair, 525 Second Ave., stated that he thinks the City needs streetlights and needs the assessment. He shared that he has no problem paying for the assessment costs, including the capital improvements, and stated that his rate should go down proportional to the amount saved by the City. He stated that all City services should be included in the special assessment and be equally distributed to all properties, including nonprofits in the City that are using the City services the most by drawing more people into the City. He added that the City is a wonderful place to live and he wants to see everyone pay their fair share to

make the City competitive with the communities adjacent to it. He mentioned that he is in the electric industry and there are many incentives the City could explore.

XI. REMARKS FROM THE MAYOR

Mayor Schreiber stated that Mr. Blair's comments had encapsulated years of discussion on the topic. He mentioned that the four ways the City could raise revenues were through property taxes, for which the City has reached the constitutional limit, fees for services or special assessments, revenue sharing, and an income tax, which the City does not have. He stated that it is imperative for the City to raise revenue in order to provide basic City services and keep the City budget stable. He shared that Council is aware of the challenges the City is facing and trying to do things more efficiently with the resources the City does have.

XII. ADJOURNMENT

Resolution No. 2013-038, 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 and the meeting adjourned at 9:25 p.m.



Draft

**CITY OF YPSILANTI
COUNCIL MEETING MINUTES
CITY COUNCIL CHAMBERS - ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, MARCH 5, 2013
7:00 P.M.**

I. CALL TO ORDER

The meeting was called to order at 7:04 p.m.

II. ROLL CALL

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

Council Member Jefferson moved, supported by Council Member Murdock to excuse the absences. On a voice vote the absences were excused.

III. INVOCATION

The Mayor asked all to stand 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

Mayor Schreiber requested the appointment to the Huron Watershed be removed from Resolution No. 2013-048.

Council Member Robb requested Resolution No. 2013-042 be removed from the Consent Agenda.

Council Member Murdock requested the addition of a closed session to discuss collective bargaining.

On a voice vote the agenda was approved as amended.

VI. INTRODUCTIONS

Mayor Schreiber introduced Doug Shaw and Courtney Dugger of WSA Assessing and DDA Executive Director Tim Colbeck.

VII. PRESENTATION

State of the City: Shaping Ypsilanti – Mayor Paul Schreiber

VIII. AUDIENCE PARTICIPATION

None

IX. REMARKS BY THE MAYOR

Mayor Schreiber appreciated the audiences' attention during his State of the City address.

X. MINUTES

Resolution No. 2013-040, approving the minutes of February 19, 2013.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Minutes of February 19, 2013 be approved.

OFFERED BY: Council Member Vogt

SUPPORTED BY: Council Member Jefferson

On a voice vote the motion carried.

XI. CONSENT AGENDA –

Resolution No. 2013-040A

1. Resolution No. 2013-041, recognizing "The Ton-Up" as a non-profit organization operating in the City of Ypsilanti for the purpose of charitable gaming.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, "The Ton-Up" intends to apply to the State of Michigan for a Charitable Gaming License; and

WHEREAS, this license would permit them to conduct raffles at their annual motorcycle and music festivals throughout the year; and

WHEREAS, "The Ton-Up" has a 501(c)(3) tax exempt status.

NOW THEREFORE BE IT RESOLVED THAT the City Council recognizes "The Ton-Up" as a nonprofit organization operating in the City of Ypsilanti for the purpose of obtaining charitable gaming license.

- ~~2. Resolution No. 2013-042, approving the Michigan Main Street Program Agreement. (*Moved to Motions/Resolutions/Discussions*)~~

3. Resolution No. 2013-043, approving Board of Review guidelines and hardship application forms.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Michigan General Property Tax Act, Act 206 of 1893 as amended, in section 211.7u provides for a poverty hardship exemption of the principle residence; and

WHEREAS, the Act provides that the local governing body shall determine and make available to the public guidelines the local assessing unit uses to grant exemptions; and

WHEREAS, the Act provides that the Board of Review shall follow the guidelines,

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI THAT the guidelines and hardship application forms presented by the City Assessor are hereby approved.

4. Resolution No. 2013-044, supporting the efforts of Mayors Against Illegal Guns.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Mayors Against Illegal Guns (MAIG) is a bipartisan coalition of more than 850 mayors from across the country; and

WHEREAS, MAIG is committed to the common goal of closing deadly gaps in gun laws; and

WHEREAS, MAIG is committed to ensuring that law enforcement agencies have the tools they need to keep our communities safe; and

WHEREAS, MAIG supports mandatory background checks for all gun sales. Currently, up to 40% of gun sales are private transactions with no background checks; and

WHEREAS, MAIG supports reducing the capacity of ammunition magazines. High capacity guns have accounted for 28 percent of the mass shootings in the last four years; and

WHEREAS, MAIG supports making gun trafficking a federal crime. Currently, prosecutors are forced to rely upon a weak law that carries the same punishment as trafficking chicken or livestock. The proposed federal law would carry a punishment of up to 20 years in prison.

NOW, THEREFORE, BE IT RESOLVED THAT Ypsilanti City Council supports the efforts of Mayors Against Illegal Guns including: mandatory background checks for all gun sales, reducing the capacity of ammunition magazines, and making gun trafficking a federal crime.

5. Resolution No.2013-045, supporting the CAPP Act to further spur historic preservation and economic development in the City of Ypsilanti.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Ypsilanti has the seventh largest historic district in the state of Michigan with 810 historic structures and only Detroit (2,900), Grand Rapids (1,311) Ann Arbor (917), and Kalamazoo (904) have more historic structures; and

WHEREAS, Ypsilanti's historic architecture is a major attraction and spurs economic development; and

WHEREAS, since 1982 the Federal Historic Rehabilitation Tax Credit has proven to be one of the nation's most effective federal programs to promote urban and rural revitalization; and

WHEREAS, in the past ten years seven historic preservation projects in the City of Ypsilanti have totaled around \$6 million in development

expenditures with the help of the Federal Historic Rehabilitation Tax Credit; and

WHEREAS, the Creating American Prosperity through Preservation (CAPP) Act, H.R. 2479 in the House and S. 2074 in the Senate, is a bill that proposes strategic adjustments to the Federal Historic Rehabilitation Tax Credit that would generate even greater economic benefits.; and

WHEREAS, the CAPP Act encourages non-profit and government agencies to sponsor the rehabilitation or leasing of historic properties especially in low-income areas to create affordable housing, community health centers, and other projects of community benefit; and

WHEREAS, CAPP provisions would increase the historic credit amount by two percentage points for historic rehabilitation projects that achieve 30 percent or greater savings in energy consumption; and

WHEREAS, the CAPP Act would change the required building age to fifty years or older and apply to post-World War II buildings.

NOW, THEREFORE, BE IT RESOLVED THAT Ypsilanti City Council supports the CAPP Act to further spur historic preservation and economic development in the City of Ypsilanti.

OFFERED BY: Council Member Vogt

SUPPORTED BY: Council Member Jefferson

On a voice vote the motion carried and the consent agenda was approved.

XII. ORDINANCES – SECOND READING

1. Resolution No. 2013-046, approving Ordinance No. 1186 – Fireworks Ordinance.

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that an Ordinance regarding the use of consumer fireworks within the City of Ypsilanti, pursuant to MCL 28.457(2) be approved on Second and Final Reading.

Ordinance No. 1186

An ordinance to regulate the use of consumer fireworks within the City of Ypsilanti, pursuant to MCL 28.457(2).

1. **THE CITY OF YPSILANTI ORDAINS That Section 74-93 of the Ypsilanti City Code be added with the following language:**

74-93. Discharge of fireworks.

It shall be unlawful for a person to ignite, discharge or use consumer fireworks within the City of Ypsilanti on any day of the year which is not a national holiday, the day before a national holiday, or the day after a national holiday. For the purposes of this section, national holidays are determined by 5 U.S.C. 6103, consumer fireworks are defined by MCL 28.452(f).

OFFERED BY: Council Member Murdock
SUPPORTED BY: Council Member Vogt

Council Member Robb asked what does the ordinance ban?

Attorney John Barr explained where the city's power comes from. He cited the Llewellyn case regarding preemption and said the state took the power from the cities therefore they can't impose regulations. He said Ypsilanti's ordinance mirrors the Ypsilanti Township ordinance which merely states the dates that fireworks can be used. He said the city cannot regulate the type of firework but can say when fireworks can be used and that is what the city has the power to do.

Mayor Schreiber reiterated that the definition of firework is in the state law and the city has no power to regulate because it is preempted by the state.

Council Member Robb stated that there are three classes of fireworks on the state's fact sheet. He asked Council Member Murdock what was his goal with bringing this ordinance forth.

Council Member Murdock answered to conform to state law.

Council Member Robb asked Mr. Murdock if it is his intent to ban sparklers.

Council Member Murdock answered that is okay.

On a roll call, the vote to approve Resolution No. 2013-046 (Ordinance No. 1186) was as follows:

Council Member Jefferson	Yes	Council Member Robb	No
Council Member Moeller	Absent	Council Member Vogt	Yes
Council Member Murdock	Yes	Mayor Schreiber	Yes
Mayor Pro-Tem Richardson	Absent		

VOTE:

Yes: 4 No: 1 (Robb) Absent: 1 (Moeller, Richardson) Vote: Carried

XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS

1. Resolution No. 2013-047, approving purchase of one F-550 Truck Chassis from Gorno Ford.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, a state purchase proposal was received from Gorno Ford Government and Fleet Sales, 22025 Allen Road, Wood Haven, Michigan for the purchase of a 2013 F- 550 C/C XL 4X2 Ford Truck Chassis for use in the Department of Public Works- Signal/ Sign Division for the amount of \$28,860.00; and

WHEREAS, a proposal was received from Cannon Truck Equipment, 51761 Danview Technology Ct., Shelby Twp., MI 48315, to outfit the chassis with a Versalift T-30 I aerial device, insulated, telescopic aerial platform lift, Dakota service body with curbside sign box, 20" tread plate rear bumper, amber strobe light, 2" rear hitch and a post driver for a cost of \$62,270.00; and

NOW THEREFORE, BE IT RESOLVED THAT, the Ypsilanti City Council approves the purchase of one 2013 F-550 C/CL XL 2X4 Ford Truck Chassis from Gorno Ford and the truck chassis be outfitted by Cannon Truck Equipment for the total amount of \$91,130.00; and

FURTHER, that the \$91,130.00 to purchase and outfit this vehicle be expended from the \$98,000 budgeted in account 641-7-9320-987-10; and

RESOLVED FURTHER THAT this purchase is subject to conversion to a dual fuel system and that the Mayor and the City Clerk is authorized to sign the purchase proposal and any change orders, subject to approval by the City Attorney, to complete the purchase of this vehicle.

OFFERED BY: Council Member Robb

SUPPORTED BY: Council Member Jefferson

Background

The 2012-2013 fiscal year budget includes funds of \$98,000 to purchase and outfit a 2013 Ford F-550 C/C XL truck chassis. The chassis will be purchased from Gorno Ford through the MIDeal state purchase program for \$28,860.00. Cannon Truck Equipment will outfit the chassis with a Versalift T-30I Insulated, end mounted 30' telescopic aerial platform lift, Dakota service body with dual wheel service body, a post driver and etc. This truck will be used primarily by the signal/sign division for sign replacement, signal maintenance, hanging banners and other functions requiring an aerial lift. In the event of a major storm, this truck may assist with storm damaged tree/branch removals.

This truck will replace vehicle #112, a 1993 Ford Van with a boom and bucket put in service in 1993, with 51,000 odometer miles.

The Department of Public Services has received a purchase proposal of \$28,860.00 (state purchase price) from Gorno Ford, Government & Fleet Sales, 22025 Allen Road, Wood Haven, MI 48183 for a 2013 F-550 C/C XL Ford 4X2 Chassis. Cannon Truck Equipment, 51761 Danview Technology Ct., Shelby Twp., MI 48315, will outfit the chassis with a Versalift T-30I, insulated, end mounted 30' telescopic aerial platform lift, Dakota service body with dual wheel service body, amber strobe light, a two inch rear hitch and a post driver for a cost of \$62,270.00. The total cost for this will be \$91,130.00. This purchase will be expended from account # 641-7-9320-987-10.

DPS Director Stan Kirton said this item was discussed at length during budget time. He said the vehicle replaces vehicle #112 which is a 20 year old truck and that is rusting out. He said the vehicle is used for signs, signals, hanging banners and tree removal in emergencies.

Council Member Murdock recalled the vehicle being included in the budget and asked if it is a gas vehicle.

Mr. Kirton answered yes.

Council Member Murdock asked about the ability to use alternative fuel.

Mr. Kirton said this model is not certified yet, however he can proceed with conversion once the certification comes in.

Council Member Murdock asked what the time frame is.

Mr. Kirton said he was not sure of the time frame but said he would work toward obtaining a dual fuel system for the vehicle.

Council Member Murdock moved, supported by Council Member Vogt to amend the last resolve clause as follows:

RESOLVED FURTHER THAT **this purchase is subject to conversion to a dual fuel system upon EPA certification** and that the Mayor and the City Clerk is authorized to sign the purchase proposal and any change orders, subject to approval by the City Attorney, to complete the purchase of this vehicle.

Council Member Vogt asked what the cost of the conversion is.

Mr. Kirton replied \$6,000 or \$7,000.

Council Member Vogt asked if this vehicle is shared with other municipalities.

Mr. Kirton replied no and said the vehicle is used by the city for multiple uses though.

City Manager Lange said he is familiar with hydraulics and there is a limit to how long you can run them. He said it is safety sensitive piece of equipment.

Council Member Murdock asked if the vehicle is precluded from use by others.

Mr. Kirton replied no.

Mr. Lange said Mr. Kirton is consistently looking for opportunities to do so.

Council Member Robb said he found conversion kits on-line for \$35,000 and \$11,000 and asked Mr. Kirton if he is sold on the costs.

Mr. Kirton said it depends on the brand and asked Council Member Robb what brand he was looking at.

Council Member Robb said he wasn't sure what brand.

Mr. Kirton explained that some brands are cheaper and are not dual systems.

On a roll call, the vote to amend Resolution No. 2013-047 was as follows:

Council Member Moeller	Absent	Council Member Vogt	Yes
Council Member Murdock	Yes	Mayor Schreiber	Yes
Mayor Pro-Tem Richardson	Absent	Council Member Jefferson	Yes
Council Member Robb	No		

VOTE:

Yes: 4 No: 1 (Robb) Absent: 2 (Moeller, Richardson) Vote: Carried

On a roll call, the vote to approve Resolution No. 2013-047 as amended was as follows:

Council Member Murdock	Yes	Mayor Schreiber	Yes
Mayor Pro-Tem Richardson	Absent	Council Member Jefferson	Yes
Council Member Robb	No	Council Member Moeller	Absent
Council Member Vogt	Yes		

VOTE:

Yes: 4 No: 1 (Robb) Absent: 2 (Moeller, Richardson) Vote: Carried

2. Resolution No. 2013-048, 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:

<u>NAME</u>	<u>BOARD</u>	<u>TERM TO EXPIRE</u>
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Claudia Pettit (reappointment) 945 Sheridan St. Ypsilanti, Michigan 48197	Human Relations Commission	2/6/2016
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Steve Wilcoxon (new appointment) 1728 Whittier Ypsilanti, Michigan 48197	Huron River Watershed Council	12/2/2014
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OFFERED BY: Council Member Murdock

SUPPORTED BY: Council Member Vogt

On a roll call, the vote to approve Resolution No. 2013-048 was as follows:

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

VOTE:

Yes: 5 No: 0 Absent: 2 (Moeller, Richardson) Vote: Carried

3. **Resolution No. 2013-042, approving the Michigan Main Street Program Agreement. (Added)**

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:

The Michigan main Street Program Agreement is approved for the city to continue as an associate member of the Michigan Main Street Program as administered by the Ypsilanti Downtown Development Authority.

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

OFFERED BY: Council Member Vogt

SUPPORTED BY: Council Member Jefferson

SUMMARY/BACKGROUND

Council approved the DDA participation in the Michigan Main Street Program contract by Resolution 2010-063, dated April 20, 2010. The Main Street Program provides an organizational model to support downtown and traditional commercial districts. The contract is up for renewal.

YDDA Executive Director Tim Colbeck was present to answer questions from Council.

On a roll call the vote to approve Resolution No. 2013-042 was as follows:

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

VOTE:

Yes: 5 No: 0 Absent: 2 (Moeller, Richardson) Vote: Carried

XIV. LIASON REPORTS

- A. SEMCOG Update - None
- B. Washtenaw Area Transportation Study - None
- C. Washtenaw Metro Alliance - None
- D. Urban County - None
- E. Freight House - None

XV. COUNCIL PROPOSED BUSINESS

Murdock

- Announced Ypsi-Pride is coming and requested that volunteers be solicited to remove graffiti that is in the public domain, i.e. on posts, etc.

Mr. Lange said he would forward the request to Ms. Gillotti.

Vogt

- Said he tried to leave a message for Mr. Lange last week regarding 1493 Ainsley whose brush was not picked up.

-

XVI. COMMUNICATIONS FROM THE MAYOR

- The Mayor commented that DPS had a lot of brush to pick up last week, however his was picked-up in two days.
- Thanked DPS for their work during the recent storm and said they kept the city safe. He commended staff for a job well done.
- Reported that the Ypsilanti Housing Commission passed a resolution to hire their new Executive Director who will begin April 1, 2013.

XVII. COMMUNICATIONS FROM THE CITY MANAGER

- Mr. Lange said he would like to request an executive session on March 19th to discuss collective bargaining. He said he also hopes to bring something forth on March 19th regarding street lighting.
- Reported that a presentation on the consolidation will be made on March 19th.
- Reported that he has received a lot of City Council requests and staff is working hard on them.
- Reported that the budget process is underway and John Kaczor has finished the budget model.
- Thanked DPS Director Kirton for repairing the clock in Depot Town.

XVIII. AUDIENCE PARTICIPATION

None

XIX. REMARKS FROM THE MAYOR

Mayor Schreiber appreciated those in attendance.

XX. CLOSED SESSION - (Added)

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

VOTE:

Yes: 5 No: 0 Absent: 2 (Moeller, Richardson) Vote: Carried

XXI. ADJOURNMENT

A. Resolution No. 2013-049, 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 and the meeting adjourned to a closed session at 8:00 p.m.



REQUEST FOR LEGISLATION
March 19, 2013

From: Teresa Gillotti, Planner II

Subject: Text amendment – Food production, processing and sales ordinance change recommendations, part II.

Background

Changes to the zoning ordinance related to food production and processing were presented to City Council at the December 4, 2012 initially followed by a second meeting and public hearing on Feb. 19. At that time, council approved the first reading of the ordinance, with the removal of references to hoopouses. Otherwise, there have been no other changes to the proposed ordinance. Below is a summary of the changes to the ordinance.

Food production in residential lots

- Gardens/community gardens allowed as permitted primary use in R1, single family and R2 one-two family residential districts
 - Gardens as principal uses must maintain 3 foot setback on street frontages and maintain corner visibility clearance
 - No farm stands or other sale of goods grown in gardens/community gardens is allowed on garden sites.
- Gardens/community gardens allowed as permitted accessory use in R1, R2, R3, R4 and RO
- Community gardens allowed as permitted use in PL, Public land
- Landscaping definition now specifically includes “edible plants” as a permitted type of landscaping as well as raised beds.

Food Processing

Currently, the zoning ordinance limits food production uses to manufacturing districts, while catering is allowed in several districts. In many circumstances, food production would not be more intensive than the current catering use. Planning Commission is recommending a change to the catering definition to allow more commercial space for small scale food/beverage production. Additional recommendations create more uniform definitions for manufacturing linked to retail sale food stores, with the exception that in B1, there is still a limitation on the sale of alcohol.

Recommendations:

- Catering services use also include “the manufacture and processing of food products including brewing and distilling as Special use in RC, B1 and B2 and as permitted use in B4, WS, CI, M1 and M2
- See attached chart

RECOMMENDED ACTION: Approval

ATTACHMENTS:

- Recommended text amendments
- Resolution

Ordinance No. 1183A

Food Text Amendments Modify Text as follows:

Definitions 122-2

Garden/Community Garden

means land used to grow and harvest food or non-food crops for personal or group use. The products of gardens/community gardens may or may not be for commercial purposes.

Landscaping means the treatment of the ground surface with live plant materials such as, but not limited to, grass, ground cover, trees, shrubs, vines, edible plants and flowers. A landscape design may include other decorative manmade materials such as wood chips, crushed stone, boulder, or mulch.

Structural features such as fountains, pools, statues, raised garden beds, and benches may also be considered a part of landscaping, but only if provided in combination with live plant material. Artificial plant materials shall not be counted towards meeting the requirements for landscaping. Various landscaping related terms are defined as follows:

ZONING DISTRICTS: COMMUNITY GARDENS/GARDENS

R1 - Single-family residential

122-252 permitted use:

(4): Gardens/community gardens, exempt from area regulations in section 122-255, but subject to the requirements in section 122-816.

122-258 Development standards

(a) Site plan review. In R1 single family residential districts site plan review and approval are required for all uses except detached single-family residential uses and garden/community garden uses in accordance with article IV of this chapter.

R2 - One- and Two-Family residential

122-272 permitted use:

(5): Gardens/community gardens, exempt from area regulations in section 122-275 but subject to the requirements in section 122-816.

122-278 Development standards

(a) Site plan review. Site plan review and approval is required for all uses in the R2 one- and two-family residential district except detached single- and two- family residential uses and garden/community garden uses in accordance with article IV of this chapter.

R3 – Multiple-Family medium density residential district

122-293 Permitted Accessory uses

(8) gardens/community gardens

R4 – Multiple family high density residential district

122-313 permitted accessory uses
(9) gardens/community gardens

RO – Residential Office District

122-333 Permitted accessory uses
(9) gardens/community gardens

B4 General Business District

122-413 (special use)

(11) Outdoor retail sales of plant materials ~~not grown on the site~~, lawn furniture, playground equipment, and home garden supplies, subject to the specific provisions in section 122-800.

WS Workshop Studio

122-432. permitted uses.

(17) Accessory uses customarily incidental and clearly ancillary to the above permitted uses when in accordance with article XI, division 2 of this chapter

PL- Public Land

122-492. permitted use:

(7): Community gardens.

CI Commercial-Industrial

122-518 (special use)

(20): Outdoor retail sales of plant materials ~~not grown on the site~~, lawn furniture, playground equipment, and home garden supplies, subject to the specific provisions in section 122-800.

122-800: Outdoor retail sales of plant materials, lawn furniture, playground equipment, garden supplies, etc.

Outdoor retail sales of plant materials ~~not grown on the site~~, lawn furniture and decorations, playground equipment, and home and garden supplies shall be permitted subject to the conditions hereinafter imposed:

(1) Plant storage and display areas shall comply with all minimum setback requirements for the zoning district.

(2) The storage of soil, fertilizer, and similar loosely packaged materials shall be contained and covered to prevent it from blowing onto adjacent properties.

Specific Use Standards

122-816 Gardens/Community Gardens

The goal of this standard is to clarify within existing districts that gardening is allowed as an accessory use and to allow for interim or long term low-intensity gardens and/or community gardens on vacant lots in R1 and R2 districts as long as the use provides minimal impacts to residential character, and minimal increase in traffic in and around related parcels.

Furthermore, the City of Ypsilanti is an urban environment, and while these provisions are intended to support the local food system, it is not the intent of these standards to create agricultural districts within the City. Additionally, if any gardening or related use invokes the State Right-to-Farm Act, then this section and related sections in this division are to become null and void.

(1) All principal use gardens/community gardens in R1 and R2 districts must maintain a 3 foot setback on street frontages as well as meet traffic visibility regulations detailed in Sec. 122-649. Further, they shall not encroach onto adjacent parcels or rights-of-way.

(2) Sale of goods grown in a garden/community garden is prohibited on garden sites in residential districts. Sales of goods from greenhouse in business or other districts are subject to underlying district requirements.

(3) The property shall be maintained in an orderly and neat condition and shall not be detrimental to the physical environment or to public health and general welfare, and remains subject to compliance with the property maintenance code, noise ordinance, and related ordinances

(4) The property shall be maintained so as to prevent the free flow of storm water, irrigation water, chemicals, dirt, or mud across or onto adjacent lots, properties, public streets, or alleys.

~~(1)~~(5) Motorized equipment within a residential zoning district or residential planned unit development district shall be restricted to hours beginning at 8:00 p.m. and ending at 8:00 a.m.

~~(2)~~(6) Compost piles may only be used for waste generated on site, and are subject to setbacks....

~~(3)~~(7) Gardens shall utilize integrated pest management techniques and best practices in accordance with Ch. 110, Act II of this ordinance

Modify:

		Type	Existing Use	Proposed Use
B1	122-353 (3)	Special Uses	Catering services where more than fifty (50) percent of the food produced on the premises is consumed off the premises	Catering services <u>and the manufacture of food products including brewing and distilling</u>
B2	122-373 (4)	Special uses	Catering services where more than fifty (50) percent of the food produced on the premises is consumed off the premises	Catering services <u>and the manufacture of food products including brewing and distilling</u>
B4	122-412 (10)	Permitted	Catering Services	Catering services <u>and the manufacture of food products including brewing and distilling</u>
RC	122-511(7) <u>122-512</u> <u>(10)</u>	Permitted <u>Special Use</u>	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	Catering services <u>and the manufacture of food products including brewing and distilling</u>

			Service shall not exceed 1,500 square feet.	
CI	122-517 (8)	Permitted	Catering services where more than fifty (50) percent of the food produced on the premises is consumed off the premises.	Catering services <u>and the manufacture of food products including brewing and distilling</u>
CI	122-517 (28)	Permitted		<u>Manufacture and processing of food products not elsewhere classified but not including slaughtering, sugar refining, and similar processes.</u>
CI	122-517 (29)	Permitted		Manufacture, compounding, processing, washing and cleaning, packaging, or treatment of such products as, but not limited to: bakery goods, candy, beverages, coffee, tea, spices, and other food products ; cosmetics, powders, toiletries, and pharmaceutical products; household chemicals and cleaning products; and hardware and cutlery
CI	122-518 (11)	Special Use	Manufacture of handicraft products, statuary and art goods, pottery and ceramic products, cosmetics and toiletries, baked goods, confections, ice cream and nonalcoholic beverages in bulk , jewelry, clothing and garments, perfumes, electrical appliances and fixtures, draperies, novelty articles, advertising display, notions, smoking tobacco products, gauges, jigs, optical goods, luggage and leather products, toys and household supplies, personal accessories, paper, wood, plastic, or rubber molded products.	
CI	122-518 (12)	Special Use	Machine shops; metal galvanizing, buffing, plating and polishing shops; metal and plastic molding and extrusion shops; carpentry and woodworking shops; millwork and planing mills; tool and die shops; painting and sheet metal shops; undercoating and rust proofing shops; welding shops; enameling, painting and lacquering; japanning; brewing and distilling ; spinning and weaving, and powder production and cooperage.	

WS	122-432 (8)	Permitted	Manufacture of handicraft products, statuary and art goods, pottery and ceramic products, cosmetics and toiletries, baked goods, confections, ice cream and nonalcoholic beverages in bulk , jewelry, clothing and garments, perfumes, electrical appliances and fixtures, draperies, novelty articles, advertising display, notions, smoking tobacco products, gauges, jigs, optical goods, luggage and leather products, toys and household supplies, personal accessories, paper, wood, plastic, or rubber molded products.	
WS	122-432 (16)	Permitted		Catering services <u>and the manufacture of food products including brewing and distilling</u>
M1	122-452 (23)	Permitted		Catering services <u>and the manufacture of food products including brewing and distilling</u>
M1	122-452 (12)	Permitted	Manufacture, compounding, processing, washing and cleaning, packaging, or treatment of such products as, but not limited to: bakery goods, candy, beverages, coffee, tea, spices, and other food products; cosmetics, powders, toiletries, and pharmaceutical products; household chemicals and cleaning products; and hardware and cutlery.	
M1	122-452 (13)	Permitted	Manufacture of handicraft products, statuary and art goods, pottery and ceramic products, cosmetics and toiletries, baked goods, confections, ice cream and nonalcoholic beverages in bulk , jewelry, clothing and garments, perfumes, electrical appliances and fixtures, draperies, novelty articles, advertising display, notions, smoking tobacco products, gauges, jigs, optical goods, luggage and leather products, toys and household supplies, personal accessories, paper, wood, plastic, or rubber molded products.	
M1	122-452 (23)	Permitted		<u>Manufacture and processing of food products not elsewhere classified but not including slaughtering, sugar refining,</u>

				<u>and similar processes.</u>
M1	122-472 (33)	Permitted		Machine shops; metal galvanizing, buffing, plating and polishing shops; metal and plastic molding and extrusion shops; carpentry and woodworking shops; millwork and planing mills; tool and die shops; painting and sheet metal shops; undercoating and rustproofing shops; welding shops; enameling, painting and lacquering; japanning; brewing and distilling ; spinning and weaving, and powder production and cooperage.
M1	122-453 (10)	Special use		Slaughtering*, sugar refining and other similar processes.
M2	122-453 (33)	Permitted		Catering services <u>and the manufacture of food products including brewing and distilling</u>
M2	122-472 (11)	Permitted	Machine shops; metal galvanizing, buffing, plating and polishing shops; metal and plastic molding and extrusion shops; carpentry and woodworking shops; millwork and planing mills; tool and die shops; painting and sheet metal shops; undercoating and rustproofing shops; welding shops; enameling, painting and lacquering; japanning; brewing and distilling ; spinning and weaving, and powder production and cooperage.	
M2	122-472 (12)	Permitted	Manufacture and processing of food products not elsewhere classified but not including slaughtering, sugar refining, and similar processes. regulated under subsection 122-473(11).	
M2	122-472 (14)	Permitted	Manufacture, compounding, processing, washing and cleaning, packaging, or treatment of such products as, but not limited to: bakery goods, candy, beverages, coffee, tea, spices, and other food products ; cosmetics, powders, toiletries, and pharmaceutical products; household chemicals and	

			cleaning products; and hardware and cutlery.	
M2	122-472 (20)	Permitted	Manufacture of handicraft products, statuary and art goods, pottery and ceramic products, cosmetics and toiletries, baked goods, confections, ice cream and nonalcoholic beverages in bulk, jewelry, clothing and garments, perfumes, electrical appliances and fixtures, novelty articles, advertising display, notions, smoking tobacco products, gauges, jigs, optical goods, luggage and leather products, toys and household supplies, personal accessories, paper, wood, plastic, or rubber molded products.	
M2	122-473 (12)	Special Use	Slaughtering, sugar refining, and other similar processes.	

Modify:

		Type	Existing Use	Proposed Use
B1	122-352 (13) (a)	Permitted	Retail businesses which supply commodities on the premises for persons residing in adjacent residential areas, such as: (a) Food stores, grocery stores, food cooperatives, meats, dairy products, baked goods, ice cream, and similar food products, excluding the sale of alcohol. The manufacture of food products, such as baked goods or ice cream is permitted provided that a minimum of fifty (50) percent of the products are sold at retail from the same building, and that all activities and storage occur within a completely enclosed building.	(a) Food stores, grocery stores, food cooperatives, meats, dairy products, baked goods, ice cream, and similar food products, excluding the sale of alcohol. <u>Retail sale of poultry, fish and game (provided no slaughtering is allowed).</u> The manufacture of food products, such as baked goods or ice cream is permitted provided that a minimum of fifty (50) percent of the products are sold at retail from the same building, and that all activities and storage occur within a completely enclosed building.
B2	122-372 (27) (a)	Permitted	Food stores: grocery stores, food cooperatives, meats, dairy products, alcoholic beverages, baked goods, ice cream, and similar food products. Retail sale of poultry, fish and game (provided no slaughtering is allowed). The manufacture of food products, such as baked goods or ice cream, is permitted provided that fifty (50) percent or more of the products are	

			sold at retail from the same building, and all activities and storage occur within a completely enclosed building. The sale of alcoholic beverages for consumption on the premises is prohibited.	
B3	122-392 (25)	Permitted	a. Food stores: grocery stores, food cooperatives, meats, dairy products, alcoholic beverages, baked goods, ice cream, and similar food products. <u>Retail sale of poultry, fish and game (provided no slaughtering is allowed).</u> The manufacture of food products, such as baked goods or ice cream, is permitted provided that <u>that fifty (50) percent or more</u> 50 percent or more of the products are sold at retail from the same building, and all activities and storage occur within a completely enclosed building. The sale of alcoholic beverages for consumption on the premises is prohibited.	
B4	122-412 (32)	Permitted	Food stores: grocery stores, food cooperatives, meats, dairy products, alcoholic beverages, baked goods, ice cream, and similar food products. The retail sale of poultry, fish, and game is permitted, provided that <u>theno</u> slaughtering thereof is not allowed. The manufacture of food products, such as baked goods or ice cream, is permitted provided that 50 percent or more of the products are sold at retail from the same building, and all activities and storage occur within a completely enclosed building. The sale of alcoholic beverages for consumption on the premises is prohibited.	
RC	122-511 (26)	Permitted	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.	
CI	122-517 (13)	Permitted	Grocery and food markets	<u>Food stores: grocery stores, food cooperatives, meats, dairy products, alcoholic beverages, baked goods, ice cream, and similar food products. Retail sale of poultry, fish and game (provided no slaughtering is allowed). The manufacture of food products, such as baked goods or ice cream, is permitted provided that fifty (50) percent or more of the products are sold at retail from the same building, and all activities and storage occur within a completely enclosed building. The sale of alcoholic beverages for consumption on the premises is prohibited.</u>

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. 1183A 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: _____



REQUEST FOR LEGISLATION
March 19, 2013

From: Teresa Gillotti, Planner II

Subject: Purchase agreement with Core Resources, LLC, for purchase and development of
for 1.1 acres of Water Street (Park and Michigan Ave.) for Family Dollar Store

Background

On November 20, 2012, City Council approved a Letter of Intent with Core Resources, LLC, the development partner with Family Dollar, to purchase and develop an approximately 8,320 square feet. The Letter of Intent was signed on 12-10-12 with the duration of 90 days or until a purchase agreement was secured, whichever is sooner.

Staff has worked with Core Resources on a few modifications to the concept plan as well as on the purchase agreement with the help of Miller Canfield, which has provided an attached term sheet summarizing the terms and conditions.

Relationship to previous and current planning efforts

The last formal plan for development of the entire Water Street Redevelopment area was the Freed plan in 2006. At that time a single developer proposed mixed use and single story commercial development on Michigan Avenue and a mix of residential products through the site. The area Family Dollar is requesting to purchase is 1.1 acres on the hard corner of Michigan and Park Streets. In the Freed plan, the area is represented by "Block E" and a potential use identified was that of a one-story drug store with an area of 1.45 acres.

The Master Plan process going on now, Shape Ypsilanti just completed a week of workshops and other public meetings and input sessions including studio time with the design team. A frequent discussion topic was not only a land use, infrastructure and design plan for Water Street, but also a discussion of how a new layout or master plan for the Water Street Redevelopment area would integrate Family Dollar. At this point the consultant team is looking into a way to integrate the project with the future plan, but may suggest a reorientation of the building and/or change in the parcel size to integrate the parcel into a future scheme.

Staff will be following up with Family Dollar, the consultant team and council on any particular changes that may impact the development agreement by Tuesday's Council meeting.



Block Capacity Data

Block	Use	Area	Yield/Density	
			Retail	Residential
A	Restaurant	1.25 Acres	17,200 s.f.	-
B	Retail/Professional Office & Residential	1.75 Acres	18,200 s.f.	29 Units
C	Retail/Professional Office & Residential	1.75 Acres	17,600 s.f.	45 Units (35 Apts. & 10 Townhomes)
D	Retail (Market)/Residential	2.00 Acres	24,600 s.f.	36 Units (26 Apts. & 10 Townhomes)
E	Drug Store	1.45 Acres	14,820 s.f.	-
F	Moderate Density Res.	3.00 Acres	-	(Low) 28 Units (9.3 Units/Ac) (High) 67 Units (22.3 Units/Ac)
G	Moderate Density Res.	3.00 Acres	-	28 Units (9.3 Units/Ac) 67 Units (22.3 Units/Ac)
H	Moderate/High Density Res.	1.50 Acres	-	26 Units (17.3 Units/Ac) 38 Units (25.3 Units/Ac)
I	Moderate/High Density Res.	2.90 Acres	-	41 Units (14.1 Units/Ac) 55 Units (18.9 Units/Ac)
J	High Density Residential	2.20 Acres	-	112 Units (4 story) (50.9 Units/Ac) 140 Units (5 story) (63.6 Units/Ac)
K	High Density Residential	2.70 Acres	-	112 Units (4 story) (50.9 Units/Ac) 140 Units (5 story) (63.6 Units/Ac)
L	High Density Residential	.50 Acres	-	24 Units (4 story) (48 Units/Ac) 32 Units (5 story) (64 Units/Ac)
Totals			92,420 s.f.	481 Units (Low) 649 Units (High)

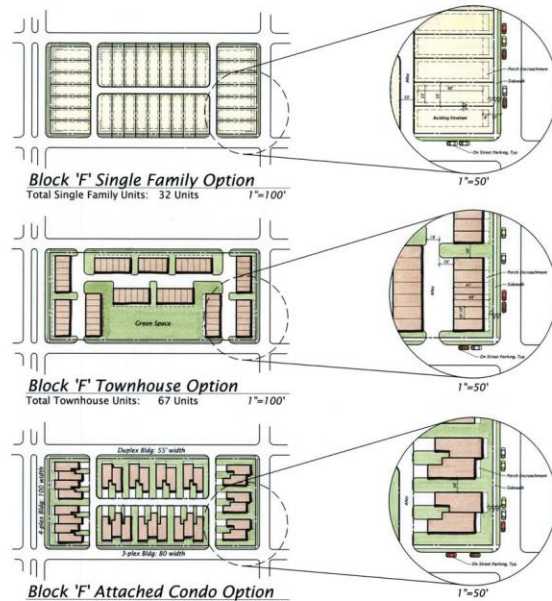
Environmental Consultants
 NTH Consultants, LTD.
 Clayton Group Services, Inc.

Midwestern Consulting
 4811 Ashbrook Court
 734.999.0000/481.620.2200
 www.midwesternconsulting.com

Reichmann Smith & Associates
 10000 E. 15th Ave.
 Suite 100
 Denver, CO 80232
 303.755.1100

LAND
 10000 E. 15th Ave.
 Suite 100
 Denver, CO 80232
 303.755.1100

TYPICAL BLOCK DEVELOPMENT OPTIONS



NOTE:
 These are conceptual representations only. Units shown in the diagrams are not intended to be a representation of the actual units. The actual units will be determined by the developer.

DEVELOPMENT SCENERIOS

July 20, 2006

WATER STREET REDEVELOPMENT

YPSILANTI, MICHIGAN

Prepared for: Joseph Freed & Associates



Joseph Freed and Associates LLC
 10000 E. 15th Ave.
 Suite 100
 Denver, CO 80232
 303.755.1100

Below is a summary of the offer from Family Dollar Stores (as presented by subsidiary Core Resources, Inc.)

Location: Park and E. Michigan (see attachments)
Building size: Approx 8,320 square feet
Use: Discount retail
Investment: Approx: \$800,000 in improvements, not counting land cost.
Purchase Price \$210,000
Commission: Buyer's broker, 5%, CBRE, 2.5% to be paid through previous agreement.

Staff has been working with developer on the form of the building and a conceptual site plan corresponding to the previously proposed zoning for the site. Key features include:

Setbacks: 10 foot maximum setback on Park and E. Michigan frontages
Access: Shared use drive, to be built by developer subject to MDOT requirements
Utilities: Expected to pull from Michigan Ave. or Park Street and paid for by the developer
Façade: Brick or brick form construction on street and parking lot frontages, as well as windows on street and parking lot frontages (excluding south side)

Parking: Meets maximums set in draft zoning, and is preferred by developer

Stories: One

Comparable Development

The closest comparable within the City is the AutoZone (2166 Washtenaw). It currently has a similar size and operates within a similar discount retail vein. The taxable value of the property is 341,900 for a 7,864 sf building. Based on this and referencing some slightly larger pharmacies, the estimated taxable value for the proposal is \$350,000 - \$400,000 which would result in an estimated \$30,000 a year in taxes.

Next steps

At this point, approving the purchase agreement would contractually obligate the City, per the terms and conditions provided in the agreement as presented and the contingency and governmental approvals periods will begin. These approvals would be subject to the existing master plan and zoning ordinance. If City Council is interested in waiting for further design and infrastructure plan for Water Street to be presented as part of the Master Plan process, it may request to delay the decision, or the City may choose to decline the proposal.

If approved, the agreement would be executed immediately. City staff would begin amendments to the Brownfield Plan which would be presented and potentially approved during the governmental approvals period as well. Core Resources would immediately begin work on a survey and legal description, followed closely by development of a formal Planned Unit Development and site plan submission as well as other related approval. According to Core Resources stated timeline, construction would be expected this summer.

Comments and questions can be directed to Teresa Gillotti at tgillotti@cityofypsilanti.com or 734-483-9646.

ATTACHMENTS:

- Tern Sheet
- Purchase Agreement
- Conceptual site plan and elevations
- Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

March 19, 2013
TERM SHEET
CITY OF YPSILANTI/NINETY NINE 90, LLC

Seller:	City of Ypsilanti One South Huron Street Ypsilanti, MI 48197
Purchaser:	Ninety Nine 90, LLC 7795 Five Mile Road Cincinnati, Ohio 45230 Purchaser has the right to sign the Purchase Agreement to Family Dollar Stores of Michigan, Inc., without the consent of the Seller.
Parcel Location:	Approximately 1.1 acres on the corner of Park and Michigan Avenue
Use:	One story free standing Family Dollar Store
Purchase Price:	\$210,000 [Same price per the original proposed Letter of Intent]
Deposit:	\$3,500.00 due within five (5) days of execution.
Seller's Deliverables:	All existing information regarding the Property.
Title Commitment and Policy:	Purchaser obligated to obtain its own title commitment and pay for its own policy. Purchaser obligated to obtain a Survey of the Property with legal description confirmation within 90 days from the effective date.
Contingency Period:	180 days from the effective date to inspect the Property, physical, environmental, title, survey, obtain committee approval from Family Dollar to the deal, and utility plans. Also during the Contingency Period, Purchaser is obligated to obtain: (i) all Governmental permits and approvals necessary to commence and complete development of the property, including PUD Approval, all at Purchaser's sole cost and expense.
Extensions of Contingency Period:	Two (2) Extension Periods of thirty (30) days each, Purchaser will pay to City an extension fee of \$2,500 per extension exercised. The Deposit, and any extensions fees are non-refundable to the Purchaser (except in the event of a default by the City), but applicable to the Purchase Price at Closing.
Committee Approval:	Purchaser has the entire Contingency Period to obtain committee approval of the deal from Family Dollar.
Failure of	In the event the Purchaser is not satisfied with the condition of the Property

contingencies:	or able to obtain all of the governmental approvals necessary to proceed within the Contingency Period, the Purchaser may terminate the Purchase Agreement in writing and receive a refund of the Deposit.
Restrictive Covenant:	The City is agreeing to burden the balance of the Water Street property with an exclusive use restriction for the benefit of the Family Dollar parcel precluding the remaining property from being used as a variety discount store, like a Dollar General, Bonus Dollar, dd's Discounts, Deal\$, Only Deals, 99 Cents Only, Dollar Tree, Fred's or Marc's. A big box discount department store, like a Target, Wal-Mart, K-Mart or Meijer is expressly allowed. If Family Dollar (or its successor by merger) fails to operate as a Family Dollar type store for a period of 6 months, other than in connection with a casualty or remodel, the Restrictive Covenant terminates.
Closing:	30 days following the expiration of the Contingency Period
City Closing Costs:	City to be responsible for (i) any transfer taxes and (ii) recording costs associated with any curative documents to cure conditions of title and (iii) recording costs for the Declaration of Restrictive Covenant
Tax prorations:	None, property is exempt from taxes.
Possession:	Delivered at closing
Covenant to Construct:	Purchaser has to commence construction/improvements within 6 months of closing and complete the improvements and open for business within the Property within 24 months of closing. If Purchaser does not satisfy the commencement of construction obligations, the City has the right to reacquire the property at the same price, plus the fair market value of the vertical improvements.
Commission:	Paid by the City to CBRE and Landmark Commercial Real Estate Services, Inc. per separate agreements. (no actual payment required to CBRE)
Purchaser's Default:	Purchaser's Default – City's sole remedy is to terminate the agreement and retain the Deposit and seek enforcement of any restoration and/or indemnification obligations of the Purchaser
City's Default:	Purchaser has the right to terminate and receive return of the Deposit or to specifically enforce the terms of the Agreement. Both parties waive the right to seek monetary damages due to a Default.



Resolution No. 2013-052
March 19, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The Ypsilanti City Council approved a Letter of Intent for the sale of up to 1.25 acres in November of 2012; and

WHEREAS, Ypsilanti City staff have been working with **NINETY NINE 90, LLC** on behalf of Family Dollar on a 1.1 acre development on the SE corner of the Water Street Redevelopment Area (on Michigan and Park Streets); and

WHEREAS; Ypsilanti City Council approved an ordinance to sell Water Street on August 18, 2009; and

WHEREAS, Ypsilanti City Council has passed a resolution requiring a public hearing with every purchase offer for the Water Street Redevelopment Area in July 21, 2009; and

WHEREAS; Ypsilanti City Council has held a public hearing for a sale of a 1.1 acre portion of the Water Street Redevelopment area to provide an opportunity for public input on March 19, 2013; and

WHEREAS: **NINETY NINE 90, LLC**, Family Dollar and the City have negotiated terms including a concept site plan, related building elevations, contingency and governmental approval periods as well as price for the land; and

WHEREAS **NINETY NINE 90, LLC** has agreed to the attached purchase agreement for the purchase and development of 1.1 acres for \$210,000 for the development of a Family Dollar Store

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council approve the attached Purchase Agreement with **NINETY NINE 90, LLC** to sell and develop 1.1 acres of the Water Street Redevelopment Area as presented in the agreement and attachments; and

FURTHER, that the Mayor and City Clerk are authorized to sign the Purchase Agreement

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

AGREEMENT TO PURCHASE REAL ESTATE

THIS AGREEMENT TO PURCHASE REAL ESTATE (this "Agreement") is entered into by and between, **THE CITY OF YPSILANTI**, a Michigan municipal corporation, the address of which is One South Huron Street, Ypsilanti, Michigan 48197 (the "City"), and **NINETY NINE 90, LLC** and its Permitted Assigns (as defined below), an Ohio limited liability company, the address of which is 7795 Five Mile Road, Cincinnati, Ohio 45230 ("Purchaser").

R E C I T A L S:

A. The City is the owner of certain real property located in the City of Ypsilanti, Washtenaw County, Michigan, which is more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. The Property is part of an overall project known as the Water Street Redevelopment Project ("Water Street Project") located within the real property which is identified on Exhibit B attached hereto ("Overall Property"). The Overall Property not sold to the Purchaser hereunder is the "Retained Property". The Water Street Project is being developed in accordance with the proposed provisions of the Draft City of Ypsilanti Zoning Ordinance relating to the Commercial Redevelopment District and Residential Redevelopment District (the "Draft Ordinance"). The Draft Ordinance shall be used as guidance in the development of the Property, resulting in the rezoning of the Property to a Planned Unit Development as provided in Section 7 (d) below.

C. The City desires to sell and Purchaser desires to purchase the Property, upon the terms and conditions described below.

THEREFORE, in consideration of the mutual covenants and the undertakings described in this Agreement, the parties agree as follows:

1. **Agreement of Purchase and Sale.** The City agrees to sell to Purchaser, and Purchaser agrees to purchase, the Property, subject to and in accordance with the terms and conditions of this Agreement.

2. **Purchase Price.** The purchase price ("Purchase Price") for the Property shall be Two Hundred Ten Thousand and 00/100 (\$210,000.00) Dollars. At Closing, as defined in Paragraph 9 below, Purchaser shall pay to the City the Purchase Price, subject to closing adjustments and prorations as provided in this Agreement.

3. **Earnest Money Deposit.** Within five (5) days from the date of Purchaser's receipt of a fully executed copy of this Agreement (the "Effective Date"), Purchaser shall deliver to Safetitle Agency, Inc., or other title company acceptable to the Seller (the "Title Company"), an earnest money deposit in the amount of Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00) Dollars (the "Deposit"). The Deposit shall be applied toward the Purchase Price. The Deposit shall otherwise be returned to Purchaser or retained by the City in accordance with the terms of this Agreement.

4. **Title; Survey.** Within thirty (30) days from the Effective Date, the Purchaser shall, at its cost, cause the Title Company to deliver to Purchaser a commitment for an ALTA Owner's Title Insurance Policy (the "Commitment") in the amount of the Purchase Price, bearing a date later than the Effective Date, and identifying the condition of title to the Property, together with copies of the instruments and documents referenced in the Commitment. In addition, within fifteen (15) days from the

Effective Date, the City shall make available to Purchaser a copy of the City's most-recent existing survey of the Property ("Survey"). Purchaser shall obtain, at its sole cost and expense, an updated ALTA Survey of the Property, certified to the City, Purchaser and Title Company and setting forth the legal description of the Property and provide to the City a copy of such updated Survey within ninety (90) days from the Effective Date.

5. **Objections to Title and Survey.** During the Contingency Period, as defined in Section 6 below, as same may be extended as provided in Section 6, Purchaser shall have the right to object in writing to the condition of title to the Property as reflected in the Commitment and Survey. If Purchaser does not provide the City with its title objections within the initial 180 day Contingency Period, Purchaser shall be deemed to have waived all objections to the condition of title to the Property. The City shall have thirty (30) days from its receipt of any such written objections to advise Purchaser whether Seller will undertake to exert commercially reasonable efforts to cure such objections. The City shall be deemed to have cured a title objection if the City causes such matter to be removed from the Commitment as an exception to coverage or the Title Company agrees to insure Purchaser for such matter. If the City does not undertake to cure Purchaser's objections or after undertaking the obligation to attempt to cure same as provided above is unable to do so, Purchaser shall have the right to terminate this Agreement by providing written notice to the City within ten (10) days from the date of Seller's written notice that (i) the City will not undertake such cure efforts or (ii) if after having undertaken such efforts the City's written notice that it has not been able to cure same. If Purchaser terminates this Agreement in accordance with this Paragraph 5 and as provided in Section 6, Purchaser shall receive a refund of the Deposit and the parties shall have no further rights or obligations under this Agreement, except for Purchaser's restoration and indemnity obligations which shall survive.

6. **Contingency Period**

(a) **Contingency Period; Access.** Purchaser shall have a period of one hundred eighty (180) days from the Effective Date (the "Contingency Period") to inspect or cause to be inspected all elements and aspects of the Property, including, but not limited to, the physical and environmental condition of the Property, the Purchaser's acceptance that all utilities are available in sufficient capacity at the Property boundary or in close proximity thereto, in addition to confirmation and acceptance of any utility tap fees and/or utility credit requirements, to obtain Purchaser's client's and or tenant's final Real Estate Committee approval of the Purchaser's intended project and to pursue and obtain the Governmental Approvals (as defined below). The City shall provide Purchaser with certain existing information regarding the Property. Such information may be provided on a computer disc. The City does not make any representation or warranty regarding any such information, including, without limitation, any representation or warranty with respect to the completeness or accuracy of any such information. Purchaser, at its cost, shall have the right to inspect additional information regarding the Property which is located within the City's offices and is otherwise available to the public at mutually acceptable times and, if required by the City, with appropriate supervision by City staff. The City will reasonably cooperate with Purchaser in Purchaser's effort to obtain the Properties history, previous reports in the City's possession and/or physical condition of the Property all without liability or cost. At all times during the term of this Agreement, the City grants to Purchaser, and those persons designated by Purchaser, the right to enter upon the Property in order to inspect the Property and to take soil borings and conduct engineering and environmental tests and studies. Purchaser shall provide to the attorney for the City, at no cost to the City, copies of related environmental analysis including a Baseline Environmental Assessment ("BEA"), if Purchaser obtains a BEA, at least ten (10) days before filing with any state agency.

(b) **Restoration; Insurance; Indemnity.** During the Contingency Period Purchaser shall use all reasonable efforts to minimize any damage to the Property and, in the event any portion of

the Property is disturbed or altered by virtue of Purchaser's investigations, Purchaser shall promptly, at its sole cost and expense, restore the Property to substantially the same or better condition that existed prior to such disturbance or alteration. Purchaser shall indemnify, defend and hold harmless the City from and against any and all claims, liabilities, suits, costs, expenses and damages, including reasonable attorneys' fees, arising out of the inspection activities of Purchaser or its agents, employees or contractors, and/or any construction liens filed by any of Purchaser's contractors, subcontractors or suppliers in connection with any such inspection activities. Prior to entering the Property, Purchaser shall provide the City with evidence of liability insurance in the amount of Two Million and 00/100 (\$2,000,000.00) Dollars, which names the City as an additional insured party and provides coverage for all of Purchaser's activities within the Property, including Purchaser's indemnity obligations, and which insurance coverage cannot be cancelled or the amount of coverage reduced prior to Closing.

(c) **Confidentiality.** Purchaser shall keep the results of its environmental inspections and testing confidential and shall not disclose the contents of any environmental reports to any third party without the City's prior written consent not to be unreasonably withheld, including filing a Baseline Environmental Assessment with or submitting a remediation plan to the Michigan Department of Environmental Quality. Notwithstanding the foregoing, Purchaser shall have the right to disclose the results of its environmental testing and inspections to its assigns, clients, tenants, attorneys, environmental consultants and insurance carriers provided that such parties are advised in writing of Purchaser's confidentiality obligations regarding such information.

(d) **Expiration of the Contingency Period.** If Purchaser, in its sole and absolute discretion, determines that the condition of the Property is unsatisfactory or is unable to obtain the Governmental Approvals defined in Paragraph 6(a) or 7(a) and (b), Purchaser may, on or prior to the expiration of the Contingency Period, elect in writing to terminate this Agreement. If Purchaser elects timely to terminate this Agreement, the Deposit shall be returned to Purchaser and the parties shall have no further rights or obligations under this Agreement, except for Purchaser's restoration and indemnity obligations set forth herein which shall survive the termination of this Agreement. If Purchaser determines in its sole discretion at the expiration of the Contingency Period to extend the Contingency Period, the Purchaser shall have the right to extend for thirty (30) days (the "First Extension Period") the Contingency Period by providing notice to the City of such intentions and by tendering to the City with such election an extension fee (the "First Extension Fee") of \$2,500.00. If Purchaser determines in its sole discretion at the expiration of the First Extension Period to extend the Contingency Period, Purchaser may, in its sole discretion, extend the Contingency Period (the "Second Extension Period") by providing written notice to the City of such desire to extend and by paying to the City an additional deposit amount (the "Second Extension Fee") of Twenty Five Hundred (\$2,500.00) Dollars. The Deposit, the First Extension Fee and the Second Extension Fee shall be considered non-refundable to the Purchaser (except in the case of City's default) and fully applicable to the Purchase Price in the event of such extensions.

7. Governmental Approvals.

(a) **Governmental Approval Period.** During the Contingency Period, Purchaser shall diligently seek to obtain all governmental permits and approvals necessary to commence and complete the development of the Property, including the PUD Approval described in Paragraph 7(b) below (collectively, the "Governmental Approvals") upon terms and conditions acceptable to Purchaser and Purchaser's client or tenant in their sole and absolute discretion. Purchaser shall be responsible, at its sole cost and expense, for the preparation of all applications and related plans and instruments and all applicable filing, submission and permit fees related to the Governmental Approvals. Upon request, Purchaser shall provide to the City periodic updates with respect to the status of the Governmental Approvals.

(b) **Approval of Plans.** The Property shall be developed in accordance with the Planned Unit Development (PUD) process set forth beginning in Sec. 122-571 of the City Code of Ordinances using the Draft Zoning Ordinance attached hereto as Exhibit C (the "Zoning Requirements") as guidance. The Planned Unit developed and related site plan approval application will be completed and submitted by Purchaser to the Planning Commission and City Council for approval therefore during the Contingency Period. All plans shall be prepared and all permit applications shall be submitted pursuant to the City requirements. Nothing contained in this Agreement shall be deemed to be an approval by the City as to any matter, including, but not limited to an approval with respect the historical designation of any structure or other improvement, and the Purchaser shall be required to follow the process for obtaining approvals contained in the applicable City zoning or other ordinances.

(c) **Failure to Obtain the Governmental Approvals.** If Purchaser does not provide written notice to Seller on or before the expiration of the initial 180 day Contingency Period that it has satisfied and/or waived the Contingencies set forth in Paragraphs 5 and 6 above (including that Purchaser has obtained the Governmental Approvals), this Agreement will automatically terminate and the Deposit shall be refunded to Purchaser. If Purchaser does not affirmatively elect to proceed after exercising the First Extension Period and/or Second Extension Period, then this Agreement will automatically terminate and the Deposit, the First and Second Extension Fees, shall be retained by Seller and the parties shall have no further rights or obligations under this Agreement, except for Purchaser's restoration and indemnity obligations which shall survive such termination. If Purchaser provides to City a written waiver of the Contingencies set forth in Paragraphs 6 and 7 (including the Governmental Approvals) then the Deposit and any Extension Fees shall be deemed nonrefundable (except shall be refunded to Purchaser if City defaults) and the parties shall proceed to closing in accordance with the terms hereof.

8. **Declaration of Restrictive Covenant.** At Closing, the City shall execute and record a declaration of restrictive covenant ("Declaration") against the Retained Parcel, that prohibits the Retained Parcel, for so long as Family Dollar, its successors or assigns, is open and operating a fully staffed and inventoried variety store, variety discount store, discount department store, dollar store, liquidation or close-out store on the Sale Property, from being used as any variety store, variety discount store, discount department store, dollar store, liquidation or close-out store, or any store similar to a Family Dollar store in operation or merchandise including, but not limited to, Dollar General, Bonus Dollar, dd's Discounts, Deal\$, Only Deals, 99 Cents Only, Dollar Tree, Fred's, or Marc's (the "Exclusive Use Restriction"); provided, however, the Exclusive Use Restriction shall not prohibit any portion of the Retained Property from being used as (a) a big box discount department store (the term "big box discount department store" shall not include those stores listed above) which exceeds Thirty Thousand (30,000) square feet (like a Target, Meijer, Wal-Mart or Kmart), (b) a drug store, (c) a grocery store, (d) a toy store, (e) a hobby store, (f) a sporting goods store, (g) a card and gift store, (h) a hardware store, (i) a home improvement store, (j) an auto supply store, (k) an electronics store, (l) an office supply store, or (m) any other store selling a single category of merchandise, even though the category may be a broad one such as toys or hardware. The Declaration shall remain in full force and effect while Family Dollar is constructing a dollar store on the Sale Property, but shall automatically terminate in the event Family Dollar does not open within the period required by the Purchase Agreement. Once Family Dollar has opened, this Declaration shall automatically terminate when Family Dollar, its successors or assigns, fails to operate a fully staffed variety store, variety discount store, discount department store, dollar store, liquidation or close-out store on the Sale Property for period of 6 consecutive months or more, other than in connection with a renovation or restoration in connection with a casualty. This Declaration will not terminate in connection with a renovation or restoration so long as Family Dollar is diligently pursuing such renovation or restoration. The form of the Declaration shall be substantially in the form attached hereto as Exhibit D.

9. **Closing.** The closing ("Closing") shall be consummated within thirty (30) days from the expiration of the Contingency Period, as same may be extended, on a date selected by Purchaser by

providing written notice to City at least ten (10) business days prior to such date. The Closing shall take place at a time and location that is mutually agreeable to the parties. If the date for Closing falls on a Saturday, Sunday or legal holiday, Closing shall occur on the next immediately following business day.

10. **Closing Documents and Actions.** At Closing, the City shall execute and deliver to Purchaser (as required) and Purchaser shall execute and deliver to the City (as required) the following:

(a) **Payment of Purchase Price.** Purchaser shall deliver to the City the Purchase Price, together with the amount identified in Paragraph 11 below, subject to applicable adjustments and prorations as provided for in this Agreement.

(b) **Covenant Deed.** The City shall deliver to Purchaser a fully executed and recordable covenant deed for the Property in the form attached as Exhibit E, conveying to Purchaser fee simple marketable title to the Property, subject only to the Permitted Exceptions, a restrictive covenant that restricts the Property from being owned and/or used by any entity that would qualify the Property as exempt for ad valorem taxes and/or assessments ("Prohibited Uses") and the easements identified in Paragraph 13(a) below.

(c) **Non-Foreign Person Affidavit.** The City shall furnish Purchaser with an affidavit stating that the City is not a "Foreign Person" within the meaning of IRC Section 1445(f) (3), as amended.

(d) **Closing Statement.** The City and Purchaser shall execute and deliver to each other a Closing Statement showing the amount by which the Purchase Price shall be adjusted as of the Closing date. The City shall pay all real property transfer taxes, fees to record any instruments necessary to cure Purchaser's title objections and the parties shall pay the fees and charges of their own representatives, agents or contractors. Purchaser shall pay the fees to record the easements identified in Paragraph 13(a) below, the Declaration and all escrow and other fees charged by the Title Company to close this transaction.

(e) **Title Insurance Policy.** The Purchaser shall order and pay for a policy of title insurance, without standard exceptions (provided that Purchaser provides the survey required by the Title Company to remove the standard survey exception and City is satisfied in its reasonable discretion with the form of the owner's affidavit requested by the Title Company), with coverage in an amount equal to the Purchase Price, subject only to the Permitted Exceptions, the Declaration identified in Paragraph 8 above and the easements identified in Paragraph 13(a) below. The Purchaser shall be responsible for obtaining any endorsements to such title policy desired by Purchaser and/or its assigns, at Purchaser's cost. The City shall deliver to the Title Company an Owners Affidavit and such other documents reasonably required by the Title Company (excluding any survey) to enable the Title Company to satisfy its Schedule B-1 requirements and to delete its standard exceptions and to provide a "marked-up" Commitment, dated as of the Closing date. The "marked-up" Commitment shall reflect Purchaser and/or its assigns as both fee simple title owner of the Property and the insured under said Commitment.

(f) **Easements.** Purchaser shall execute and deliver to the City all easement agreements required pursuant to Paragraph 13(a) below.

(g) **Declaration.** The City shall execute and record the Declaration identified on Paragraph 8 above.

(h) **Further Assurances.** The City and Purchaser and/or Purchaser's assigns shall execute such additional documents and instruments and take such further actions as may be necessary or desirable to consummate the sale of the Property in accordance with the terms of this Agreement.

11. **Taxes.**

(a) **Prorations.** The City shall be responsible for paying any and all real and personal property taxes, if any, payable in connection with the Property for the 2013 calendar year. The City shall also pay in full, on or before Closing, all current installments of special and other assessments which were established and constitute a lien against the Property.

(b) **Separate Tax Parcel.** Within thirty (30) days prior to the end of the Contingency Period, so long as the Purchaser has not terminated this Agreement, the City shall cause the Property to be rendered a separate and complete tax parcel. No split rights will be transferred to Purchaser.

12. **Possession; As-Is Condition.** At Closing, the City shall deliver to Purchaser or Purchaser's Permitted Assigns possession of the Property, free and clear of any rights or claims of possession by the City or any third party except for Permitted Exceptions. Purchaser acknowledges that the City has not made and Purchaser has not relied on any representation or warranty by the City other than those representations or warranties made to the City's actual knowledge, including, without limitation, any representation or warranty regarding the physical or environmental condition of the Property, the fitness of the Property for any particular purposes or the availability of any permits or approvals. Purchaser acknowledges that Purchaser has relied completely on its own investigations and other due diligence activities to evaluate the condition of the Property and the availability of permits and approvals and that, at Closing, Purchaser will be accepting the Property in its then-current as-is, where-is condition, with all faults.

13. **Post-Closing Obligations.**

(a) **Shared Access Drive Easement.** At Closing, the Purchaser and City shall execute a Shared Access Drive Easement Agreement (the "Easement Agreement") wherein the Purchaser shall agree to construct, at its sole cost and expense, the shared access drive identified on Exhibit F (the "Shared Drive") for the benefit of the Property and the Adjacent Property (described on Exhibit F-1), which is partially located on the Property and partially located on a portion of the Retained Property (the "Adjacent Parcel"), in accordance with the approved plans and specifications for the Shared Drive as approved by the City and Purchaser. The Easement Agreement shall provide (i) a mechanism for the maintenance and repair of the Shared Drive and the allocation of the costs associated with such maintenance and repair, (ii) that until such time as the Adjacent Parcel is developed, the Purchaser shall maintain the Shared Drive, at its sole cost and expense, (iii) require the Purchaser to complete construction of the Shared Drive simultaneous with Purchaser's commencement of construction of improvements on the Property, and (v) provide for the dedication of the Shared Drive upon request of the City in the event the City determines the Shared Drive is to be utilized for the benefit of parcels in addition to the Property and the Adjacent Property. The form of the Easement Agreement shall be substantially in the form attached hereto as Exhibit G.

(b) **Covenant to Construct, Open and Operate; Re-Purchase Option.**

(i) Purchaser shall construct all improvements to and within the Property in accordance with the plans that have been approved by the City. Purchaser shall commence construction of such improvements within six (6) months from the Closing date and shall complete such

improvements within twenty four (24) months from the Closing date. For purposes of the foregoing, commencement of construction shall mean that Purchaser has obtained all permits and approvals necessary for the construction of such improvements and that all necessary utility improvements and building footings have been installed. Purchaser agrees that Purchaser's business within the Property shall be fully stocked and fully staffed and Purchaser shall commence operation its business from the Property within twenty four (24) months from the Closing date.

(ii) In the event that Purchaser does not construct its improvements within the Property or open and/or commence to operate its business from the Property as provided in Paragraph 13(b)(i) above, the City shall have the option for a period of ninety (90) days from the date of such failure to commence work and provided that City has provided written notice within such ninety (90) day period to re-purchase the Property from Purchaser for a purchase price equal to the Purchase Price, together with an amount equal to the fair market value of the vertical improvements constructed by Purchaser within the Property. At the closing for any such re-purchase of the Property by the City, City shall be responsible for the payment of all transfer taxes payable in connection with such transaction and the title insurance premium for a title insurance policy issued by the Title Company. Upon Purchaser's completion of construction, such options to repurchase the Property shall have expired.

14. **Real Estate Commission.** City shall be responsible for the payment of the commission that is payable to (i) CBRE and (ii) Landmark Commercial Real Estate Services, Inc., in accordance with separate agreements between the City and each of the foregoing brokers. Subject to the foregoing, the City and Purchaser each represent and warrant to the other that they have not used the services of any other brokers in connection with this transaction. Each party agrees to indemnify and hold harmless the other party from and against any claim that a commission or fee is due to any broker who dealt with the party from whom indemnification is sought.

15. **Condemnation.** In the event that, prior to Closing, notice of any action, suit or proceeding shall be given for the purpose of condemning all or any portion of the Property, then Purchaser shall have the right to terminate its obligations under this Agreement within ten (10) days from its receipt of such notice of condemnation proceeding, and upon such termination, the proceeds resulting from the condemnation shall be paid to the City, and the Deposit shall promptly be returned to Purchaser and the parties shall have no further rights or obligations under this Agreement, except for Purchaser's indemnity obligations, which shall survive. In the event Purchaser elects not to terminate this Agreement, at Closing, the condemnation proceeds shall be assigned and belong to Purchaser.

16. **Default.** In the event that Purchaser defaults in its obligations under this Agreement, the City shall be entitled to retain the Deposit paid by Purchaser, as liquidated damages, in addition to enforcing any restoration and/or indemnification obligations of the Purchaser hereunder. The Deposit having been retained by the City shall be considered the City's sole remedy in the event of such Purchaser default. In the event that the City defaults in its obligations under this Agreement, Purchaser may, as its sole remedy, at its option: (a) receive a refund of the Deposit; or (b) specifically enforce the terms and conditions of this Agreement.

17. **Purchaser's Representations, Warranties and Covenants.** Purchaser represents, warrants and covenants to the City as follows:

(a) **Due Organization.** Purchaser is limited liability company, duly organized under the laws of the State of Ohio, qualified to do business in Michigan and has the power to enter into this Agreement and purchase the Property.

(b) **Power And Capacity.** Purchaser has the full power, capacity, authority and legal right to execute and deliver this Agreement and to perform its obligations under this Agreement.

(c) **Due Authorization.** This Agreement has been duly authorized, executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser and/or Purchaser's assigns, enforceable in accordance with its terms. Prior to or at Closing, any and all documents required by this Agreement to be executed and delivered by Purchaser and/or Purchaser's Permitted Assigns shall have been duly authorized, executed and delivered by Purchaser and all such documents shall contain legal, valid and binding obligations of Purchaser and/or Purchaser's Permitted Assigns, enforceable in accordance with their terms.

18. **No Joint Venture.** No party is the agent, partner or joint venture partner of the other. No party has any obligation to the other except as specified in this Agreement.

19. **Non-Waiver.** The failure of a party to complain of any act or omission on the part of another party, no matter how long it may continue, shall not be deemed to be a waiver by any party to any of its rights hereunder except as expressly provided for in this Agreement. No waiver by any party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision. If any action by any party shall require the consent or approval of another party, the consent or approval of the action on any one occasion shall not be deemed a consent to or approval of that action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

20. **Third Party Rights.** No party other than the City and Purchaser and their approved successors and assigns, shall have any right to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of the City and Purchaser, and their respective successors or assigns, and not for the benefit of any other party.

21. **Time.** TIME IS OF THE ESSENCE OF AND ALL UNDERTAKINGS AND AGREEMENTS OF THE PARTIES HERETO.

22. **Notices.** Any notice to be given or served upon any party to this Agreement must be in writing and shall be deemed to have been given: (a) upon receipt in the event of personal service by actual delivery (including by telecopy or delivery service); (b) the first business day after posting if deposited in the United States mail with proper postage and dispatched by certified mail, return receipt requested; or (c) upon receipt if notice is given other than by personal service or by certified mail. All notices shall be given to the parties at the following addresses:

If To the City: City of Ypsilanti
One South Huron Street
Ypsilanti, Michigan 48197
Attn: City Manager
Fax No: _____

With A Copy To: Joseph M. Fazio, Esq.
Miller, Canfield, Paddock and Stone, P.L.C.
101 N. Main Street, 7th Floor
Ann Arbor, Michigan 48104
Fax No: (734) 747-7147

If To Purchaser: Ninety Nine 90, LLC
7795 Five Mile Road
Cincinnati, Ohio 45230
Attn: _____
Fax No.: _____

With A Copy To: _____

Attn: _____
Fax No.: _____

Any party to this Agreement may at any time change the address for notices to that party by giving notice in this manner.

23. **Days.** Whenever this Agreement requires that something be done within a specified period of days, that period shall (a) not include the day from which the period commences, (b) include the day upon which the period expires, (c) expire at 5:00 p.m. local time on the day upon which the period expires, and (d) unless otherwise specified in this Agreement, be construed to mean calendar days; provided, that if the final day of the period falls on a Saturday, Sunday or legal holiday, the period shall extend to the first business day thereafter.

24. **Severability.** If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained within the body of this Agreement.

25. **Entire Agreement.** This Agreement embodies the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded by and merged into this Agreement. Neither this Agreement nor any of its provisions may be waived, modified or amended except by an instrument in writing signed by the party against which enforcement is sought, and then only to the extent set forth in that instrument.

26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the provisions of the laws of the State of Michigan.

27. **Captions.** Captions to paragraphs and sections of this Agreement have been included solely for the sake of convenient reference and are entirely without substantive effect.

28. **Successors and Assigns.** Purchaser shall not assign this Agreement to any third party other than Family Dollar Stores of Michigan Inc. ("Family Dollar"; "Permitted Assigns"), without the City's prior written consent. This Agreement shall be binding upon, and its benefits shall inure to, the parties hereto and their respective heirs, personal representatives, successors and assigns.

29. **Facsimile Signatures; Counterparts.** A facsimile of an original signature to this Agreement shall be deemed an original signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

30. **Offer Period.** The offer embodied in this Agreement shall remain irrevocable by Purchaser for a period of thirty (30) days from the date that a copy of this Agreement signed by Purchaser has been provided to the City. Purchaser acknowledges and agrees that this Agreement shall not be binding on the City until the City of Ypsilanti City Council has approved this Agreement pursuant to a public meeting and corresponding resolution and this Agreement has been signed by the Mayor of the City of Ypsilanti and any other parties required by the City Council or under applicable ordinances, laws, the Charter of the City of Ypsilanti and such resolution and that the foregoing thirty (30) day period is necessary to seek and obtain such approval.

31. **Force Majeure.** Any delay or failure in the performance by either party hereunder, other than the failure to close on the Closing Date, the failure to make any payment on the date required hereunder to be made or failure to exercise any extension of the Contingency Period on or before the date such exercise must be made, shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor and material shortage, labor strikes, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this Agreement.

THIS AGREEMENT has been executed by the parties hereto on the date set forth above.

"PURCHASER"

**NINETY NINE 90, LLC,
an Ohio limited liability company**

By: _____

Its: _____

Dated: _____

"THE CITY"

**CITY OF YPSILANTI,
a Michigan municipal corporation**

By: _____

Its: Mayor

And

By: _____

Its: _____

Dated: _____ (**"Effective Date"**)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B

DIAGRAM OF THE OVERALL PROPERTY

EXHIBIT C
NEW ZONING ORDINANCE

DIVISION 17. CRD COMMERCIAL REDEVELOPMENT DISTRICT

(Revised after March 17, 2009 Council meeting)

Sec. 122-522. Description and Purpose.

The Commercial Redevelopment District is intended to provide for a mixture of residential and commercial uses appropriate in intensity and scale to an urban business district and/or neighborhood. The district is intended to support mixed residential, commercial and office development both within the same structure and on the same parcel. The district is intended to support a high quality of design and a traditional, urban development prototype.

Development in this district shall feature active, commercial uses on the ground floor with flexibility for office and/or residential uses on upper stories. Particular attention will be paid to the impact of commercial uses and their operation in this mixed-use district. Large surface parking lots shall be discouraged in favor of shared parking, shared access, and alternative modes of transportation to serve residents and businesses in this area.

Sec. 122-523. Permitted uses.

- (1) Antique, consignment and resale stores
- (2) Apartments or condominiums located above the ground floor of permitted business uses, provided that the apartments meet the minimum floor area requirements of section 122-317. On-site parking shall be provided for all residential uses unless the apartment unit meets the requirements for a fee-in-lieu of parking described in section 122-841.*
- (3) Bars/lounges, provided that all service occurs within a completely enclosed building, with the exception of outdoor cafes which are subject to the provisions of Section 122-799.
- (4) Body art facilities
- (5) Catering Services
- (6) Churches, synagogues, and other religious buildings, facilities and services customarily incidental thereto, excluding mortuaries, located above the ground floor of permitted business uses, subject to the specific provisions in section 122-780.*
- (7) Coin-operated amusement arcades, and pool and billiard halls.
- (8) Community garages and community parking lots, as defined in Section 122-2, subject to the provisions of Sections 122-781 and 122-782 respectively.
- (9) Cultural services such as museums, art galleries, libraries, planetariums, and concert halls, ~~when accessory to one of the uses in subsections (2) – (6) of this section, or when publicly owned.~~
- (10) Dance and music studios and schools.*
- (11) Elementary, junior and senior high schools, public, parochial, and private schools, and post secondary

education, subject to the Specific Provisions in Section 122-805.

- (12) Essential Services
- (13) Financial institutions, including banks, credit unions and savings and loan associations, provided that no drive-through facilities are permitted
- (14) Fine arts studios and schools, and photography studios*
- (15) Health and physical fitness centers.
- (16) Hospitals and specialty clinics.
- (17) Hotels or motels, Inns, and Bed and Breakfast Lodgings as defined in Section 122-2.*
- (18) 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.
- (19) Indoor restaurants, as defined in Section 122-2, for sit down, carryout, and delivery, providing there are no drive through facilities.*
- (20) Laundry and dry cleaning customer outlets (no dry cleaning is permitted on the premises), coin operated Laundromats, self-serve dry cleaning establishments, and similar operations, provided that all services performed on the premises shall be sold at retail on the same premises.
- (21) Massage practitioner office, subject to the specific provisions in section 122-792.
- (22) Medical or dental clinics or counseling centers, subject to the provisions in section 122-793.
- (23) Municipal, county, regional, and state service buildings and uses, subject to the specific provisions in section 122-795.
- (24) Newspaper offices and printing shops.
- (25) Office buildings and uses, including offices for administrative services, accounting, clerical, drafting, education, executive, insurance, tax preparation, professional real estate, research, sales agent, attorney, stock broker, technical training, stenographic, writing, medical and dental offices, and similar professional office uses.
- (26) Offices and showrooms of a plumber, electrician, upholsterer, caterer, decorator or similar trade, subject to the Specific Provisions in Section 122-797.
- (27) Open space areas such as conservation areas, wildlife preserves, forests preserves, arboreta, botanical or zoological gardens. No structure shall be erected on dedicated open space areas which is not clearly incidental to the principal use of the land.
- (28) Outdoor cafes, outdoor fast-food or sit-down restaurants, and beer gardens, subject to the Specific Provision of Section 122-799.
- (29) Personal service shops, such as a tailor, barber, beauty, shoe repair, locksmith, photocopy services, photo processing, or similar personal service shop.
- (30) Printing services, including but not limited to: photocopying, printing, publishing, engraving, photo

engraving, photo development, lithographing, and blueprint production subject to the Specific Provisions of Section 122-810.*

- (31) Private and community service clubs, lodges, banquet halls, and meeting halls located above the ground floor of permitted business uses.*
- (32) Private and public museums.
- (33) Public or commercial schools and colleges and other such institutions of learning offering courses in general or technical training, such as dance schools, music and voice schools, business and technical schools, and similar schools, not including dormitories.
- (34) Radio and television studios.
- (35) Refreshment stands.
- (36) Residential services such as mailrooms, meeting rooms, central dining areas, recreation rooms, lounges and workshops intended to serve residents of an integral residential development. Residential units shall not be permitted on the first floor.
- (37) 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.
- (38) Retail stores which offer comparison goods completely within a fully-enclosed building such as home appliances (including service and repair), camera and photography supplies, sporting goods, electronics, furniture, optical items, bicycle sales, home supply centers, paint and wallpaper stores, carpet, rug, and linoleum/tile stores, lawn care products and machinery, building materials, pets and pet supplies (provided that no animals are boarded except for sale and that all animals are boarded inside a building), hobby and craft stores, and similar specialty goods stores. The manufacture of sporting goods, small household items and crafts is permitted provided that 50 percent or more of the products are sold at retail from the same building and all activities and storage occur within a completely enclosed building.*
- (39) Service and retail establishments: computer sales and repair, electronics repair shops, postal centers, small appliance sales and repair, and similar special retail establishments.
- (40) Studios of artists for the handcrafted production of pottery, glass items, neon sculpture, jewelry, silk screening, needle work, stone and wood work and similar items. The retail sale of work produced on premises shall be permitted. Kilns shall be fired only by electricity or gas.*
- (41) Supportive Housing, subject to the special provisions in section 122-811.
- (42) Theaters, when completely enclosed.
- (43) Veterinary hospitals and clinics, subject to Specific Provisions of Section 122-809.*
- (44) Video rental and sales establishments.*

Sec. 122-524. Permitted Accessory Uses

- (1) Accessory uses customarily incidental and clearly ancillary to the above permitted uses when in

accordance with Article XI, Division 2.

Sec. 122-525. Special uses.

The following uses may be permitted, subject to the conditions specified for each use, review, and approval of the Planning Commission, the imposition of special conditions which in the opinion of the Planning Commission are necessary to fulfill the purposes of this Ordinance, and the procedures set forth in Article 28.

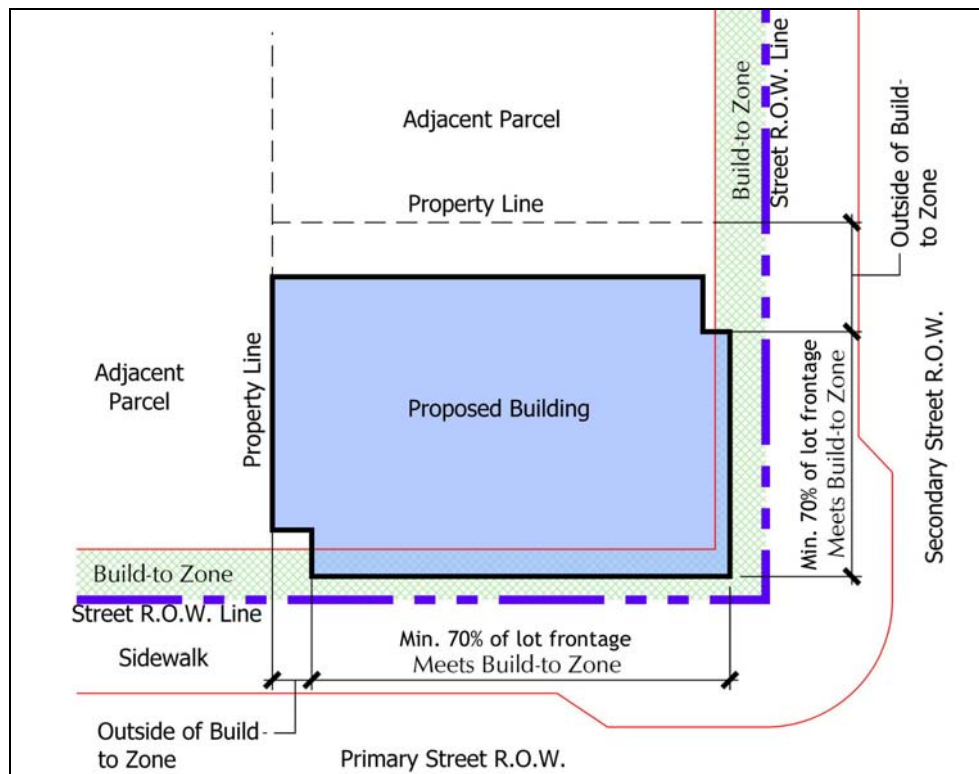
- (1) Any other use which meets the intent of this district.
- (2) Adult drop-in centers.
- (3) Any structure that exceeds an area of ten thousand (10,000) square feet at the ground level.
- (4) Any non-residential establishment intending to operate between 2 a.m. and 6 a.m. during any 24-hour period.
- (5) Child care centers and group day care homes and centers (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.*
- (6) Child drop-off centers, licensed by the State of Michigan, where minor children are not cared for longer periods than four (4) hours.
- (7) Drive-through facilities in combination with drug stores / pharmacies, financial institution, or personal service business, subject to the Specific Provision of Section 122-784.*
- (8) Express and passenger terminals and express transfer facilities, subject to the Specific Provisions of Section 122-786.
- (9) Nursing homes, convalescent homes, and rest homes, subject to the specific provisions in section 122-796.
- (10) Organized markets such as a farmers' market.

Sec. 122-526. Area regulations.

Upon the change of use as defined in Section 122-205, no building or structure nor any enlargement thereof shall be hereafter erected except in conformance with the following lot area, yard, and building coverage requirements:

- (1) *Front Yard.* There shall be a front yard of not greater than ten (10) feet as measured from the front lot line. Buildings shall be oriented so that 70% of the lot frontage shall include building(s) to the front yard setback or property line. (See figure 122-526a).
- (2) Minimum Floor Area Ratio of 1:1.

Figure 122-526a – Front Yard Maximum Setback Example



Sec. 122-527. Height regulations.

No building or structure shall be less than three (3) stories in height at street frontage. No building or structure shall be more than six (6) stories or 75 feet in height. See Section 122-640 for height exceptions.

Sec. 122-528. Development Standards.

Buildings and uses in the CRD shall be subject to the following standards and all applicable standards and requirements set forth in this Ordinance:

(1) Access, parking, service

- a. No parking area is permitted in the front yard setback. Uses allowed within front setback include sidewalk cafes or customer service areas, plazas, patios and landscaping.
- b. No minimum parking standard shall apply to any commercial use within the CRD, however a minimum of 1 parking space and a maximum of 1.5 parking spaces shall be provided for each residential unit and a maximum of 3 spaces per 1,000 square feet of non-residential use. These formulae shall supersede the those specified in 122-836.
- c. Bicycle parking spaces shall be provided for all uses at a ratio of 1 bicycle parking space per 5 automobile parking spaces provided.
- d. Buildings must have pedestrian access and orientation to the major thoroughfare. Vehicular access to individual lots shall not be permitted directly from the major thoroughfare.

- e. A minimum of one improved non-motorized access route must be provided at intervals no less than every 350 feet of CRD development frontage or fraction thereof.
- f. Service areas shall be screened to minimize views from publicly-accessible areas.
- g. Adjoining uses shall share access drives and parking. The Planning Commission may permit individual access drives and parking to serve individual uses in the following cases:
 - i. Additional access points are required for emergency vehicles
 - ii. The use is sufficiently large that shared access points alone are insufficient
 - iii. Topography or other site conditions make shared access point or parking impractical

(2) Building Scale and Articulation

- a. A minimum 50% area of the first floor façade facing a street right-of-way must be comprised of windows and/or doors, openings or other architectural design features to limit the appearance of blank walls, and have a minimum of 75% transparency.
- b. For stories above the 1st floor, a minimum fenestration standard of 20% glass area of the total floor façade area.
- c. No blank wall exceeding 10 feet horizontally or vertically along any street frontage shall be permitted on the first or second floors. No blank wall exceeding 25 feet vertically or horizontally is permitted on any street frontage.

(3) Building Materials

- a. All walls visible from any public or private right-of-way shall be finished primarily in a durable hard surface such as brick, glass, stone, wood, ceramic, precast panels, integrally tinted textured masonry block, or concrete siding. These primary materials shall make up a minimum of 60% of the solid wall area, exclusive of windows and doors.
- b. Materials not permissible as primary materials on exterior walls are concrete block, cinder blocks unless burnished fluted or sculpturally textured, residential grade sidings, plastic siding, asphalt, EIFS, stucco, highly reflective or highly color tinted glass. These materials may be used as trim or accent materials, but shall total less than 40% of the surface area of walls, exclusive of windows and doors.
- c. All materials should be used consistently on all sides of the building
- d. Innovative or new environmentally sensitive materials are encouraged provided they are of quality durable material.
- e. Reflective glass or spandrel glass not permitted on first two floors along any street frontage

(4) Landscaping

- a. Where screening of development or parking area is required, landscaped berms shall not be used. Screening shall be provided via solid walls, fences, or evergreen plantings.

- b. Greenbelt and foundation landscaping requirements shall be waived for any portion of a building that has no setback from the property line. At the discretion of the Planning Commission, hardscape materials may be substituted for lawn and plant materials in order to facilitate outdoor dining and similar uses.
- c. Street trees shall be provided along all street right-of-ways, within the right-of-way. A minimum of one street tree shall be provided for each 30 feet of street frontage. Tree selections and installation methods shall comply with standards and unified streetscape plans provided by the City prior to site plan approval.

DRAFT

DIVISION 18. RRD RESIDENTIAL REDEVELOPMENT DISTRICT

(As recommended to Council by Planning Commission, 02/18/09)

Sec. 122-529. Description and Purpose.

The Residential Redevelopment District is intended to provide for a mixture of residential and commercial uses appropriate in intensity and scale to an urban mixed use residential district and/or neighborhood. The district is intended to support mixed residential, commercial and office development both within the same structure and on the same parcel. Only those business and/or office uses which are necessary to satisfy local market needs, and which occur so frequently as to require commercial facilities in proximity to residential areas should be permitted. The district is intended to support a high quality of design and a traditional, urban development prototype.

Development in this district shall feature higher density multi-family residential, while encouraging mixed uses through flexibility for active, commercial or office uses on the ground floor. Particular attention will be paid to the impact of commercial uses and their operation in this mixed-use district.

Sec. 122-530. Permitted uses.

Permitted Residential Uses:

- (1) Multiple family dwellings
- (2) 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.
- (3) Residential services such as mailrooms, meeting rooms, central dining areas, recreation rooms, lounges and workshops intended to serve residents of an integral residential development.
- (4) Supportive Housing, subject to the special provisions in section 122-811

Permitted Commercial Uses:

Each commercial use within the district shall be no larger than 5,000 square feet for a single business occupant. Commercial uses within the district shall not operate between 12 a.m. and 6 a.m.

- (1) Antique, consignment and resale stores
- (2) Businesses and professional offices and services, not including manufacturing or warehousing. Such uses may include, but are not limited to: A) Business offices of an advertising, real estate, insurance or travel agency, and other similar business offices B) Offices for legal, engineering, architectural, consulting, accounting, auditing, and bookkeeping services and similar professions C) Government and community service buildings D) Business services such as consumer credit bureaus and office support services E) Administrative offices of nonprofit organizations, such as professional membership organizations, labor unions, civic, social, and fraternal associations, political organizations and religious organizations, not including provision of social services or substance abuse treatment facilities; F) Administrative offices of Health Professionals
- (3) Catering services

- (4) Cultural services such as museums, art galleries, libraries, planetariums, and concert halls.
- (5) Essential services
- (6) Financial institutions, including banks, credit unions and savings and loan associations, provided that no drive-through facilities are permitted.
- (7) Food stores: grocery stores, food cooperatives, meats, dairy products, alcoholic beverages, baked goods, ice cream, and similar food products. The retail sale of poultry, fish, and game is permitted, provided that the slaughtering thereof is not allowed. The manufacture of food products, such as baked goods or ice cream, is permitted provided that 50 percent or more of the products are sold at retail from the same building, and all activities and storage occur on site.
- (8) Health and physical fitness centers
- (9) Indoor restaurants, as defined in Section 122-2, for sit down, carryout, and delivery, providing there are no drive through facilities.
- (10) Inns and Bed and Breakfast lodgings, subject to the specific provisions in section 122-778
- (11) Laundry and dry cleaning customer outlets (no dry cleaning is permitted on the premises), coin operated Laundromats, self-serve dry cleaning establishments, and similar operations, provided that all services performed on the premises shall be sold at retail on the same premises
- (12) Massage practitioner office, subject to the specific provisions in section 122-792
- (13) Office buildings and uses, including offices for administration services, accounting, clerical, drafting, education, executive, insurance, tax preparation, professional real estate, research, sales agent, attorney, stock broker, technical training, stenographic, writing, medical and dental offices, and similar professional office uses.
- (14) Open space areas such as conservation areas, wildlife preserves, forests preserves, arboreta, botanical or zoological gardens. No structure shall be erected on dedicated open space areas which is not clearly incidental to the principal use of the land.
- (15) Person service shops, such as a tailor, barber, beauty, shoe repair, locksmith, photocopy services, photo processing, or similar persona services shop.
- (16) Photography studios
- (17) 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.
- (18) Service and retail establishments: computer sales and repair, electronics repair shops, postal centers, small appliance sales and repair, and similar special retail establishments.
- (19) Studios of artists or photographers; and the handcrafted production of pottery, glass items, neon sculpture, jewelry, silk screening, needle work, stone and wood work and similar items. The retail sale of work produced on premises shall be permitted. Kilns shall be fired only by electricity or gas.

- (20) Theaters, when completely enclosed

Sec. 122-531. Permitted Accessory Uses

- (1) Accessory uses customarily incidental and clearly ancillary to the above permitted uses when in accordance with Article XI, Division 2.

Sec. 122-532. Special uses.

The following uses may be permitted, subject to the conditions specified for each use, review, and approval of the Planning Commission, the imposition of special conditions which in the opinion of the Planning Commission are necessary to fulfill the purposes of this Ordinance, and the procedures set forth in Article 28.

- (1) Any use which may meet the intent of this district and is similar to the uses in this section.
- (2) Child care centers and group day care homes and centers (not including dormitories), when not operated in connection with a private or public school or church/synagogue, subject to the specific provisions in section 122-779.
- (3) Child drop-off centers, licensed by the State of Michigan, where minor children are not cared for longer periods than four (4) hours.
- (4) Nursing homes, convalescent homes, and rest homes, subject to the specific provisions in section 122-796.
- (5) Organized markets such as a farmers' market
- (6) All permitted uses of greater than five thousand (5,000) square feet for single business occupant.

Sec. 122-533. Area regulations.

Upon the change of use as defined in Section 122-205, no building or structure nor any enlargement thereof shall be hereafter erected except in conformance with the following lot area, yard, and building coverage requirements:

- (1) *Front Yard.* There shall be a front yard of not greater than twenty (20) feet as measured from the front lot line.
- (2) New developments shall achieve a minimum floor area ratio (FAR) of 1:1.

Sec. 122-534. Height regulations.

No building or structure shall be less than two (2) stories in height at street frontage.

Sec. 122-535. Development Standards.

Buildings and uses in the RRD District shall be subject to the following standards and all applicable standards and requirements set forth in this Ordinance:

(1) Access, Parking, Service

- a. No parking area is permitted in the front yard setback. Garage openings must be in rear or side of buildings. Uses allowed within front setback include, sidewalk cafes or customer service areas, and patios, porches and gardens.
- b. No minimum parking standard shall apply to any commercial use within the RRD, however a minimum of 1.5 parking spaces shall be provided for each residential unit. This calculation shall supersede the formulae specified in section 122-836.
- c. Bicycle parking spaces shall be provided for all uses at a ratio of 1 bicycle parking space per 5 automobile parking spaces provided.
- d. Buildings must have pedestrian access and have connectivity to an overall non-motorized system.

(2) Building Scale and Articulation

- a. Buildings must have orientation to the street frontage, or publically accessible pedestrian way or park.
- b. Facades facing a street right-of-way or other publicly accessible right of way shall not consist of a blank wall and shall incorporate window and/or door openings or other architectural design features to limit the appearance of blank walls.
- c. For commercial uses, a minimum 50% area of the first floor façade must be comprised of windows, doors, openings or other architectural design features to limit the appearance of blank walls.
- d. Buildings exceeding fifty (50) feet in width shall utilize at least three (3) of the following design features to provide visual relief and variation along any façade facing public streets or private drives:
 - i. Vertical offset in ridge line;
 - ii. Gables;
 - iii. Exaggerated cornices or bracketed eaves;
 - iv. Dormers; or
 - v. Covered entries;
 - vi. Cupolas;
 - vii. Pillars or posts;
 - viii. Varied width;
 - ix. Balconies;
 - x. Bay or bow windows (minimum 12 inch projection);
 - xi. Off-sets in building facade (minimum 16 inches); or
 - xii. Other architectural feature that achieves the intent of this paragraph.

(3) Materials.

All walls visible from any public or private right-of-way shall be finished primarily in a durable hard surface such as brick, stone, wood, or cement-based siding products. These primary

materials shall make up a minimum of 60% of the solid wall area, exclusive of windows and doors. Vinyl products and aluminum siding do not satisfy this requirement.

(4) Landscaping

- a. Where screening of development or parking area is required, landscaped berms shall not be used. Screening shall be provided via solid walls, fences, or evergreen plantings.
- b. Greenbelt and foundation landscaping requirements shall be waived for any portion of a building that has no setback from the property line. At the discretion of the Planning Commission, hardscape materials may be substituted for lawn and plant materials in order to facilitate outdoor dining and similar uses.
- c. Street trees shall be provided along all street right-of-ways, within the right-of-way. A minimum of one street tree shall be provided for each 30 feet of street frontage. Tree selections and installation methods shall comply with standards and unified streetscape plans provided by the City prior to site plan approval.
- d. Public open space shall not count toward FAR calculations. Such open space must be contiguous with public parkland or right-of-way, must be deeded to the City or subject to a public access and use easement, and must be usable space, such as plazas or recreational space. Parking area landscaping, screening, and other required landscaping shall not be considered public open space.

CRD / RRD DISTRICT SIGNAGE AMENDMENTS

(As recommended to Council by Planning Commission, 02/18/09)

Sec. 122-875. Number of signs permitted.

- (a) The number of signs which may be erected on each lot pursuant to this article, shall be determined by reference to the zoning district in which the sign is located.

District	Number of Signs
R1	1
R2	2
R3, R4	2
RO, RC, <u>RRD</u>	2
B1, B2	2
B3, B4, <u>CRD</u>	3
WS, M1, M2, CI	3

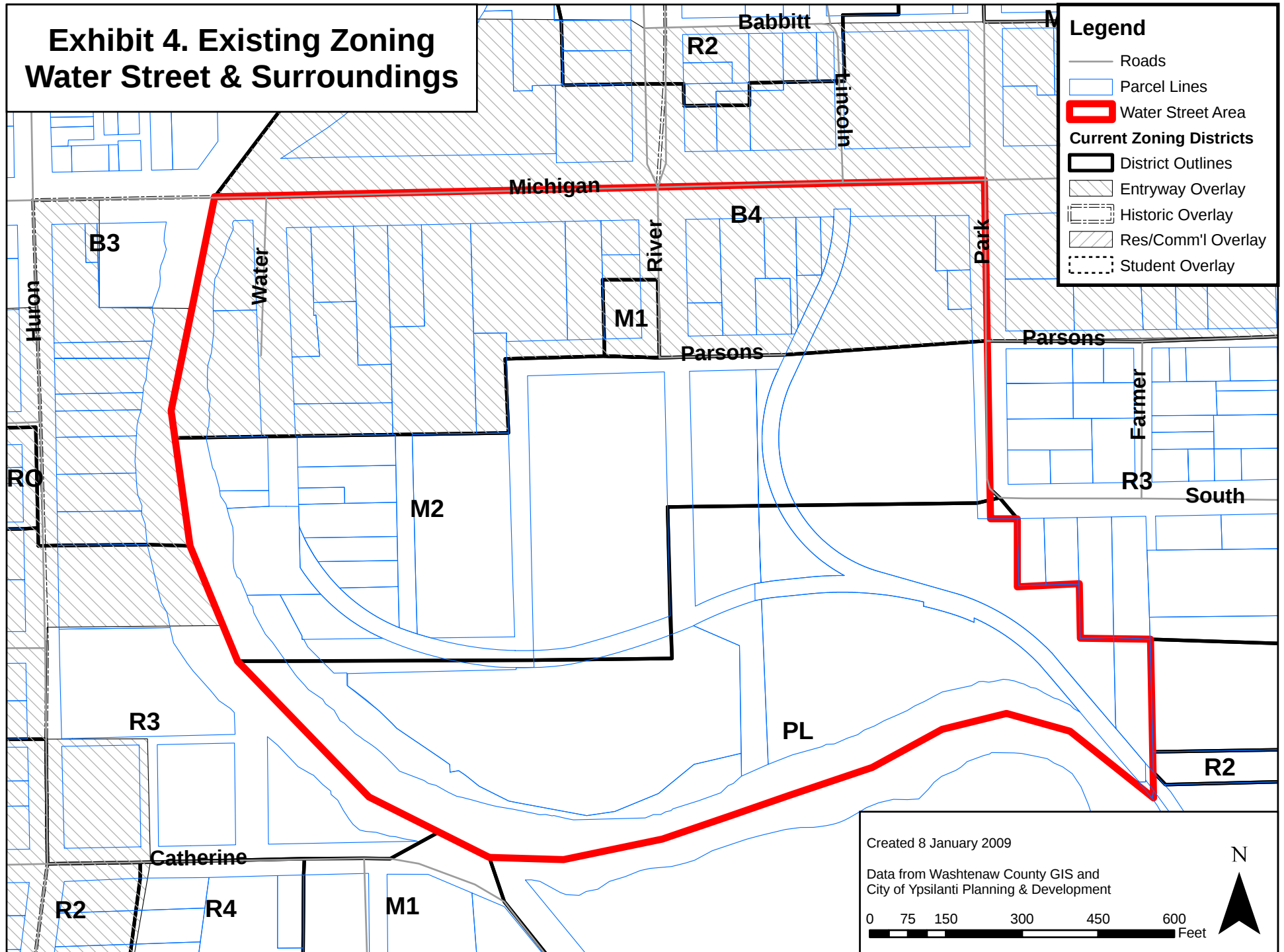
Sec. 122-880. Schedule A--Area, height and placement regulations for permanent signs.

Zoning District	Categories of Signs Allowed	Maximum Square Footage of Ground or Pole Signs (Square Feet)	Maximum Height of Ground or Pole Signs (Feet)	Sign Placement Requirements
R1	Any 1 of following 3 categories: #1, #3, #5	6	6	Within front, side and rear of property lines
R2	Any 2 of following 3 categories: #1, #3, #5	6	8	Within front, side and rear of property lines
R3, R4	Any 2 of following 3 categories: #1, #3, #5	16, 32	8	Within front side, and rear property lines
<u>RO, RRD</u>	Any 2 of following 3 categories: #1, #3, #5	30	8	Within front, side and rear property lines
B1, B2	Any 2 of following 3 categories: #1, #2, or #3	40	10	Within front, side and rear property lines
<u>CRD</u>	Any 3 of following categories: #1, #3, #4, #5, #6	<u>40</u>	<u>10</u>	<u>Within front, side and rear property lines</u>
B3, B4	Any 3 of following categories: #1, or #2, #3, #4, #5, #6	150	35	Within front, side and rear property lines
WS, M1, M2, CI	Any 3 of following categories: #1 or #2, #3, #4, #5, #6	150	35	Within front, side and rear property lines

Categories:

- | | |
|----------------|---------------|
| #1 Ground sign | #4 Roof sign |
| #2 Pole sign | #5 Marquee |
| #3 Wall sign | #6 Projecting |

Exhibit 4. Existing Zoning Water Street & Surroundings



**Exhibit 5, Proposed Zoning
Water Street & Surroundings
Recommended February 18, 2009**

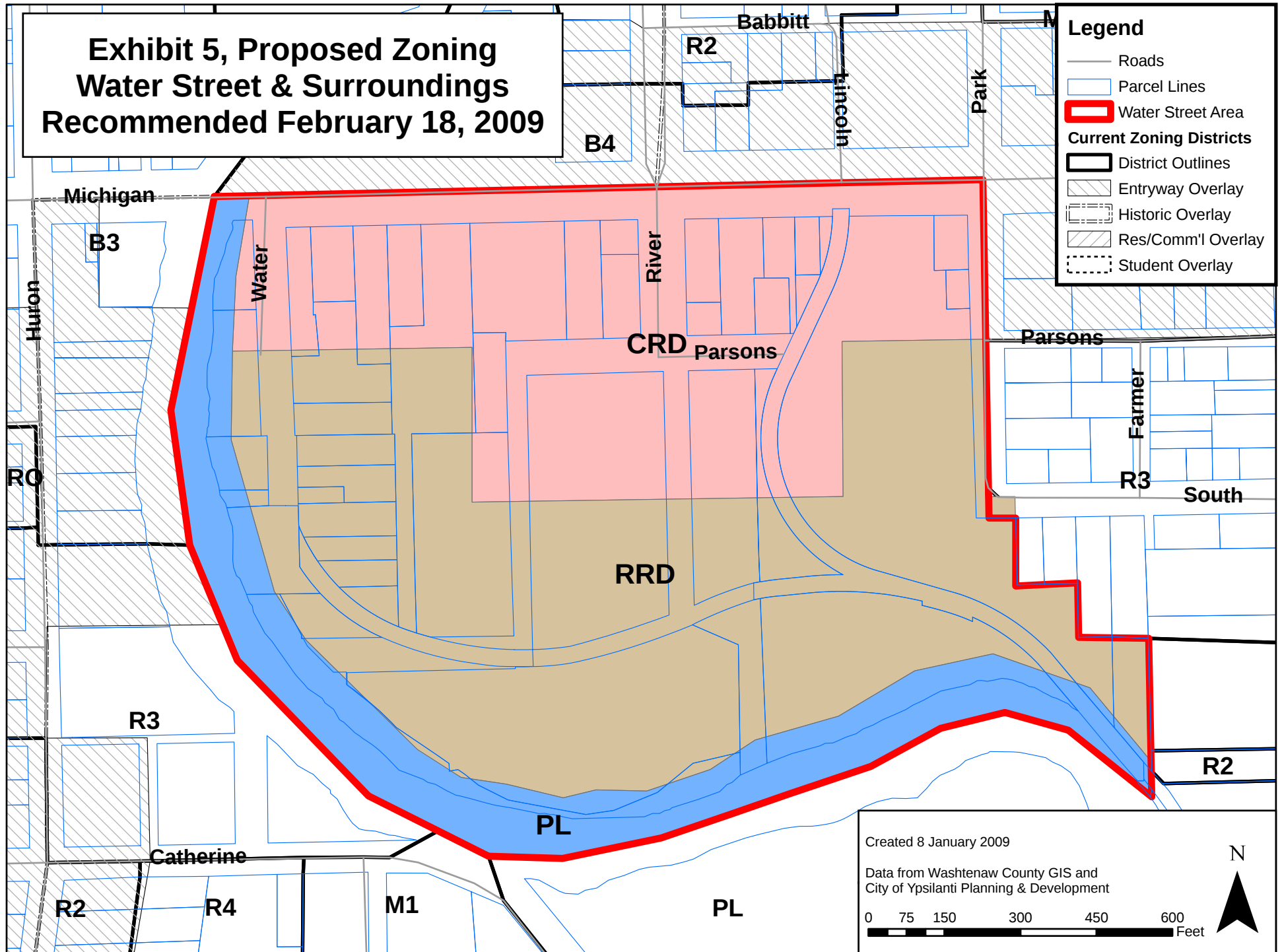


EXHIBIT D

RESTRICTIVE COVENANT AGREEMENT

DECLARATION OF RESTRICTIVE COVENANT

This transfer is exempt from taxation pursuant to MCLA 207.505(a) and MCLA 207.526(a), the consideration being less than One Hundred Dollars and pursuant to MCLA 207.505(l) and MCLA 207.526(n), confirming a title already vested in Grantee.

THIS DECLARATION (the "Declaration") is made by **THE CITY OF YPSILANTI**, a Michigan municipal corporation, of One South Huron Street, Ypsilanti, Michigan 48197 ("Declarant"), being the owner of property situated in the County of Washtenaw, and State of Michigan, described in Exhibit A attached hereto (the "Retained Property"):

Background

Declarant owns the Retained Property. Simultaneously upon execution of this Declaration, Declarant has sold the real property (the "Sale Property") described on attached Exhibit B to Ninety Nine 90, LLC (the "Purchaser"). As a condition of Purchaser's willingness to purchase the Sale Property, Declarant agreed to restrict the use of the Retained Property as follows:

Declarations

1. **Use Restrictions.** For so long as Family Dollar, its successors or assigns, is open and operating a fully staffed and inventoried variety store, variety discount store, discount department store, dollar store, liquidation or close-out store on the Sale Property, from being used as any variety store, variety discount store, discount department store, dollar store, liquidation or close-out store, or any store similar to a Family Dollar store in operation or merchandise including, but not limited to, Dollar General, Bonus Dollar, dd's Discounts, Deal\$, Only Deals, 99 Cents Only, Dollar Tree, Fred's, or Marc's (the "Exclusive Use Restriction"); provided, however, the Exclusive Use Restriction shall not prohibit any portion of the Retained Property from being used as (a) a big box discount department store (the term "big box discount department store" shall not include those stores listed above) which exceeds Thirty Thousand (30,000) square feet (like a Target, Meijer, Wal-Mart or Kmart), (b) a drug store, (c) a grocery store, (d) a toy store, (e) a hobby store, (f) a sporting goods store, (g) a card and gift store, (h) a hardware store, (i) a home improvement store, (j) an auto supply store, (k) an electronics store, (l) an office supply store, or (m) any other store selling a single category of merchandise, even though the category may be a broad one such as toys or hardware.

2. **Duration.** This Declaration shall remain in full force and effect while Family Dollar is constructing a dollar store on the Sale Property, but shall automatically terminate in the event Family Dollar does not open within the period required by the Purchase Agreement. Once Family Dollar has opened, this Declaration shall automatically terminate when Family Dollar, its successors or assigns, fails to operate a fully staffed variety store, variety discount store, discount department store, dollar store, liquidation or close-out store on the Sale Property for period of 6 consecutive months or more, other than in connection with a renovation or restoration in connection with a casualty. This Declaration will not

)

)ss.

)

The foregoing instrument was acknowledged before me, a notary public, this _____ day of _____, 2013, by _____, the Mayor of The City of Ypsilanti, a Michigan municipal corporation, on behalf of said corporation.

_____, Notary Public
_____, County, _____

My commission expires: _____

EXHIBIT E
COVENANT DEED

SPACE ABOVE THIS LINE FOR RECORDING PURPOSES_____

COVENANT DEED

Grantor, **City of Ypsilanti**, whose address is One South Huron Street, Ypsilanti, Michigan 48197, does hereby grant, bargain and convey to Grantee, **Ninety Nine 90, LLC**, whose address is _____, the following described real property situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, more fully described as follows:

See attached Exhibit A

together with Grantor's interest in all and singular the rights, tenements, hereditaments, privileges and appurtenances thereunto belonging or in anywise appertaining ("Property"), and all of the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or in equity, of, in and to the Property.

No portion of the Property shall be owned and/or used by any entity that would qualify the Property as exempt for ad valorem taxes and/or assessments.

Subject to conditions, restrictions, easements, limitations and rights-of-way of record, any liens for taxes not yet due and payable, any matters which would be disclosed by a current survey, zoning or other governmental restrictions.

Grantor grants to Grantee the right to make no divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Consideration is set forth on the Real Estate Transfer Tax Valuation Affidavit filed herewith.

Grantor will warrant and defend the conveyed premises against the lawful claims and demands of all persons claiming through Grantor but against no other person including predecessors in title.

signatures on the following page_____

Dated this _____ day of _____, 2013

City of Ypsilanti, a Michigan municipal corporation.

By: _____

Its: Mayor

And

By: _____

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me, a notary public, this _____ day of _____, 2013, by _____, the Mayor of The City of Ypsilanti, a Michigan municipal corporation, on behalf of said corporation.

_____, Notary Public
_____, County, _____
My commission expires: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me, a notary public, this _____ day of _____, 2013, by _____, the Mayor of The City of Ypsilanti, a Michigan municipal corporation, on behalf of said corporation.

_____, Notary Public
_____, County, _____
My commission expires: _____

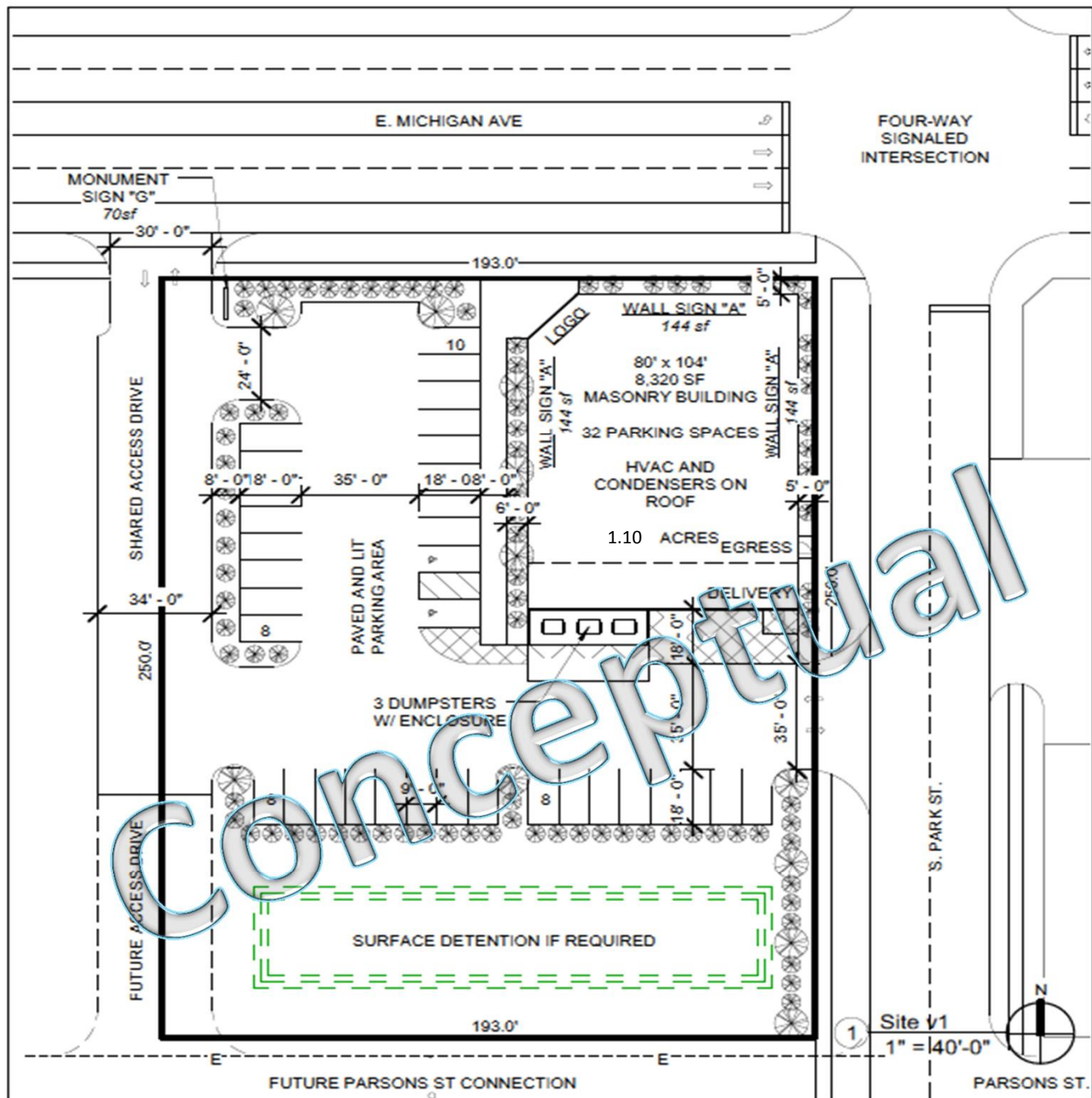
Drafted by and when recorded return to:

Exhibit A to Covenant Deed

Legal Description

EXHIBIT F

LOCATION OF THE SHARED DRIVE



FAMILY DOLLAR
YPSILANTI, MI

SITE PLAN

Project number	12-099	S1
Date	03-15-13	
Drawn by	JJA	
Project Manager	BT	
Scale		1" = 40'-0"

3/15/2013 9:20:36 AM

EXHIBIT G

SHARED ACCESS DRIVE EASEMENT AGREEMENT

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2013, by and between FAMILY DOLLAR STORES OF MICHIGAN, INC. ("First Party") and the City of Ypsilanti, a Michigan municipal corporation ("Second Party").

WHEREAS, First Party is the owner of a tract of real property located in City of Ypsilanti, County of Washtenaw, State of Michigan, more particularly described on Exhibit A attached hereto and incorporated by reference (the "First Party Tract"), and intends to develop the First Party Tract to be used for retail purposes; and

WHEREAS, Second Party owns a tract of real property adjacent to and lying next to the First Party Tract, also located in City of Ypsilanti, County of Washtenaw, State of Michigan, more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Second Party Tract"); and

WHEREAS, First Party and Second Party desire to grant to each other easements of access, ingress and egress to enable each of them and their respective Permittees (as hereinafter defined) to have access over and through their respective properties; and

WHEREAS, First Party desires to construct a driveway over a portion of the Second Party Tract and Second Party is willing to grant a construction easement for the construction of the driveway; and

WHEREAS, the parties desire to enter into other agreements regarding the use of their respective parcels;

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Grant of Construction Easement. Second Party hereby grants to First Party a construction easement (the "Construction Easement") on, over and across that portion of the Second Party Tract depicted on Exhibit C (the "Cross Access Drive"). The location of the Cross Access Drive is shown on the site plan (the "Site Plan") set forth in Exhibit C attached hereto and incorporated by reference. The Construction Easement shall be a temporary easement, existing for a period of _____ days (the "Construction Period") beginning on the date (the "Commencement Date") that First Party commences construction of the Cross Access Drive. The Commencement Date shall be set forth in a written notice from First Party to Second Party given not less than ten (10) days prior to the Commencement Date. First Party shall construct the Cross Access Drive during the Construction Period in a manner that will not

unreasonably interfere with business operations on the Second Party Tract or with the orderly flow of traffic thereon. First Party shall obtain and pay for all permits, approvals and licenses necessary for the construction and use of the Cross Access Drive. The Cross Access Drive shall be constructed in accordance with all applicable laws, codes, ordinances and other requirements of governmental authorities having jurisdiction thereof. The Cross Access Drive shall be constructed in a good and workmanlike manner and in accordance with the Site Plan. First Party shall pay all costs or expenses related to the construction of the Cross Access Drive and shall not permit any lien to attach to the Second Party Tract or any part thereof. Once constructed, First Party shall keep and maintain the Cross Access Drive located on the First Party Tract, and other vehicular drives and curb cuts located on the First Party Tract, in good condition and repair. Second Party shall keep and maintain the Cross Access Drive located on the Second Party Tract, and other vehicular drives and curb cuts located on the Second Party Tract, in good condition and repair. The Construction Easement shall automatically terminate upon the expiration of the Construction Period; provided, however, in no event shall the Construction Period last more than one (1) year from the date of recordation of this Agreement. First Party shall indemnify, defend and hold Second Party harmless from and against any claims, losses, causes of action, and damages (including attorney's fees for counsel selected by Second Party) arising out of First Party's construction of the Cross Access Drive and use of the Construction Easement.

2) Grant of Reciprocal Easements of Access, Ingress and Egress [and Parking].

(a) First Party hereby grants to Second Party, and their respective Permittees (as hereinafter defined), a perpetual, permanent, non-exclusive easement over and across those portions of the First Party Tract improved from time to time for vehicular traffic, including 18-wheel tractor-trailer vehicles, (e.g., driveways and curb cuts), which easement shall be for use by Second Party for vehicular access, ingress and egress (but not parking on the Second Party Access Easement defined below) to and from the Second Party Tract and rights-of-way adjacent to the First Party Tract. Said easement shall hereinafter be referred to as the "Second Party Access Easement."

(b) Second Party hereby grants to First Party, and their respective Permittees (as hereinafter defined), a perpetual, permanent, non-exclusive easement over and across those portions of the Second Party Tract improved from time to time for vehicular traffic (e.g., driveways and curb cuts), which easement shall be for use by First Party for vehicular access, ingress and egress (but not parking on the First Party Access Easement defined below) to and from the First Party Tract and rights-of-way adjacent to the Second Party Tract. Said easement shall hereinafter be referred to as the "First Party Access Easement."

(c) Notwithstanding the above, the Second Party Access Easement and the First Party Access Easement are contingent upon the completion of construction of the Cross Access Drive in accordance with the requirements set forth in Section 1 above.

3. Covenants Running with the Land.

(a) The Second Party Access Easement herein granted by First Party to Second Party shall run with the land. First Party hereby warrants and covenants with Second Party that it has the right to convey such easements and that the easements are unencumbered except for easements and restrictions of record on the date hereof.

(b) The First Party Access Easement herein granted by Second Party to First Party shall run with the land. Second Party hereby warrants and covenants with First Party that it has the right to convey such easements and that the easements are unencumbered except for easements and restrictions of record on the date hereof and a mortgage in favor of _____ (the "Lender").

4. Maintenance. Until such time as the Cross-Access Drive is dedicated, First Party shall, at its sole cost and expense, maintain the Cross-Access Drive until that portion of the Second Party Tract containing the Cross-Access Drive ("Adjacent Parcel") is developed for commercial or public use ("Development"). Upon the commencement of construction on the Adjacent Parcel, the First Party and the party commencing construction on the Adjacent Parcel, shall share maintenance costs for the Cross-Access Drive equally. In the event First Party fails to maintain, repair or replace the Cross-Access Drive after 30 days written notice from Second Party providing an opportunity to cure, the Second Party shall have the right to perform such maintenance, repair and/or replacement. If either First Party or Second Party fails to reimburse the other party for maintenance, repair and/or replacement costs associated with the Cross-Access Drive within thirty (30) days after demand for same is made, the party performing such maintenance, repair and/or replacement shall have the right, in addition to any other remedies at law or in equity, to file a lien for the unpaid amounts against the First Party Tract or Adjacent Parcel, as applicable, which such lien shall be subordinate to any first mortgage lien. As used in this Agreement, the term "maintain" or "maintenance" shall mean to: (a) maintain (including periodic patching and resurfacing) the Cross-Access Drive in a good and safe condition and state of repair; (b) replace the Cross-Access Drive as needed to ensure that it is kept in a good and safe condition and state of repair; and (c) keep the Cross-Access Drive free and clear from unreasonable accumulations of snow, ice, leaves, debris, litter or other obstructions. All maintenance, repair and/or replacement activities shall be performed in a lien-free, good and workmanlike manner and undertaken in such a manner so as not to unreasonably interfere with the use and enjoyment of the Cross-Access Drive. Once the Cross-Access Drive is dedicated, the maintenance obligations of the First Party and the owner of the Adjacent Parcel set forth herein shall terminate automatically.

5. Condemnation. Nothing in this Agreement shall be construed to give one party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting the other party's rights or giving the public or any government any rights. The parties may file collateral claims with the condemning authority for their losses that are separate and apart from the value of the land area and improvements taken.

6. Driveway Changes. First Party and Second Party each reserve the right to from time to time change the driveways and other traffic improvements located within their respective parcels other than the Cross Access Drive. In the event either party wishes to modify the location of the Cross Access Drive, the party must obtain the prior written consent of the other party, which may be granted or denied in that parties sole and exclusive discretion.

7. Permittees. As used herein, the term "Permittees" shall mean each party hereto, and their successors in title, and each of their respective tenants, employees, contractors, guests and invitees.

(Signature/Notary pages attached)

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES AS TO FIRST PARTY:	FIRST PARTY:
Signed: _____ Print Name: _____ Signed: _____ Print Name: _____	«FD_Entity», «FD_Entity_Description» By: _____ Print Name: _____ Title: _____ Dated: _____
STATE OF «STATE_FULL_NAME» COUNTY OF «COUNTY» I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____, of «FD_Entity», «FD_Entity_Description», freely and voluntarily under authority duly vested in him by said company. He/she is personally known to me or has produced _____ as identification. WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2012. _____ Notary Public _____ Typed, printed or stamped name of Notary Public My Commission Expires: _____	

WITNESSES AS TO SECOND PARTY:	SECOND PARTY:
Signed: _____ Print Name: _____ Signed: _____ Print Name: _____	By: _____ Print Name: _____ Title: _____ Dated: _____
STATE OF «STATE_FULL_NAME» COUNTY OF «COUNTY» I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____, of _____, a _____, freely and voluntarily under authority duly vested in him by said company. He/she is personally known to me or has produced _____ as identification. WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2012. _____ Notary Public _____ Typed, printed or stamped name of Notary Public My Commission Expires: _____	

TRACT - CONSENT AND SUBORDINATION OF LENDER

Lender Consent

_____, a _____ (*Type of Lender*), as holder of
that certain _____ (*Mortgage, Deed of Trust,*
etc.) dated _____ with respect to the _____ **Tract**, hereby
consents to the terms and conditions contained in this Agreement and subordinates the lien of
said _____ (*Mortgage, Deed of Trust, etc.*) to
this Agreement.

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me on _____, 2011 by
_____, the _____ of
_____, a _____.

He/She is personally known to me, or produced _____ as identification.

Notary Public, State of _____

Name Printed: _____

My Commission expires: _____

[NOTARIAL SEAL]

EXHIBIT A

Description of First Party Tract

EXHIBIT B

Description of Second Party Tract

EXHIBIT C

Site Plan









REQUEST FOR LEGISLATION
March 19, 2013

From: Teresa Gillotti, Planner II

Subject: Purchase of Access Easement from Honda Fischer for pedestrian bridge landing

Background

The City received a grant in 2011 to construct a pedestrian bridge from Riverside Park to the Water Street Redevelopment Area. In collaboration with Washtenaw County Parks and Recreation Commission (WCPRC), the City is pursuing the bridge crossing from Riverside Park to a corner of the Fischer Honda Dealership parcel on the east side of the Huron River.

Bob Tetens from WCPRC had initiated conversations previously with the owner of Fischer Honda, and Mr. Fischer expressed interest in providing a portion of his property for such an effort. Mr. Fischer requested an appraisal of the property and the City Assessor provided an initial estimate. A formal appraisal followed, which valued the area of the permanent easement at 28,000. Mr Fischer agreed to the price as well as the cost of the appraisal which was \$3,500.

Washtenaw County Parks and Recreation Commission met on Tuesday, March 12 and approved funding in the amount of \$31,500 to cover the cost of the easement and the appraisal. Note that the easement agreement covers both the permanent and a temporary easement for the property, and the easement would be held by the City of Ypsilanti.

This easement or other permanent access is required per the State of Michigan's Natural Resources Trust Fund grant guidelines.

RECOMMENDED ACTION: Approval

ATTACHMENTS:

- Lease agreement
- Purchase agreement
- WCPRC memo and resolution
- Resolution



Resolution No. 2013- 053
March 19, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The Ypsilanti City Council desires to continue the Border to Border trail through the City limits; and

WHEREAS, the City has indicated in its Parks plan and non-motorized plan a need to link Riverside Park and the Water Street Redevelopment area; and

WHEREAS: the City has received a 2011 Natural Resources Trust Fund grant and related commitments for the construction of a pedestrian bridge; and

WHEREAS; the bridge will cross the Huron River from Riverside Park to a corner of the existing Fischer Honda property;

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council approve the attached access easement between the City of Ypsilanti and Fischer Honda to ensure an area for the landing of the pedestrian bridge; and

FURTHER, that the Mayor and City Clerk are authorized to sign the easement to approval by the City Attorney

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:

PURCHASE AGREEMENT

HURON FISCHER LEASING COMPANY, a Michigan corporation, whose address is 15 East Michigan Avenue, Ypsilanti, Michigan 48198, the seller, and **THE CITY OF YPSILANTI**, a Michigan Home Rule City, of 1 South Huron Street, Ypsilanti, MI 48197, the buyer, enter into this agreement for the sale and purchase and transfer of property described as an easement and legally described as shown on the attached exhibit one, Easement Agreement. Transfer of the easement interest shall be on the Easement Agreement form attached as exhibit one.

The parties agree to the following conditions:

1. Purchase price. The purchase price for the premises shall be \$31,500, payable by check at the closing. The purchase price represents \$28,000 for the easement and \$3,500 for the appraisal.
2. Conveyance. At the closing, the seller agrees to convey good and marketable title to the premises to the buyer by Easement Agreement.
3. Title insurance. The seller shall provide a policy of title insurance in amount of \$31,500 issued by Liberty Title Company certified to date of closing. The buyer shall pay the cost of the title insurance premium at the closing.
4. Eminent domain. The seller shall give the buyers notice within 2 days if any portion of the premises is taken or threatened to be taken through the exercise of the power of eminent domain. On receiving the notice, the buyer shall have the right for 30 days to terminate this agreement by giving notice to the seller, in which case all proceeds of the taking shall remain the property of the sellers. If the buyer does not terminate this agreement within 30 days after notice of the exercise of the power of eminent domain, the proceeds of the taking shall be transferred to the buyer at the closing.
5. Risk of loss. Risk of loss shall be with seller until closing and as the parties interests appear thereafter.
6. Taxes and assessments. The seller shall pay all special assessments on the premises that are assessed on or before the effective date of this agreement. The buyer shall pay all assessments that arise after the effective date of this agreement. The real estate taxes on the premises shall be prorated to the date of the closing according to due dates, under the assumptions that taxes are paid in advance and that winter and summer taxes are due January 1 and July 1 respectively.
8. Closing. The closing shall be held on or before **August 1, 2013**. The closing shall be held at Liberty Title in Ann Arbor, or 1 South Huron Street, Ypsilanti, MI 48197, or at a time and a place on which the parties agree. At the closing, the sellers shall sign and deliver an Easement Agreement on the form attached. The sellers shall pay the real estate transfer taxes. The buyers shall pay the recording fees and prepare and file all recording and transfer affidavits. Each party shall sign a closing statement memorializing the transaction.
9. Real estate brokers. The parties represent to one another that no real estate brokers are involved in this transaction. Each party indemnifies the other against the claims of any brokers and salespeople who allege that they represented a party or are entitled to a commission or fee as a result of the transaction.
10. Possession. The sellers shall deliver possession of the premises to the buyers at the closing.

11. Notices. All notices required by this agreement shall be sent to the other party in writing. The notices shall be delivered either personally or by first-class mail.
12. Successors and assigns. This agreement shall bind and benefit the parties and their respective representatives.
13. Time is the essence. Time is the essence in the performance of this agreement.
14. Amendment. This agreement may not be amended except in writing by the person against whom enforcement of any waiver, change, or discharge is sought.
15. Entire agreement. This agreement contains all the representations by each party to the other and expresses the entire understanding between the parties with respect to the contemplated transaction. All prior communications concerning the subject matter are merged in or replaced by this agreement.

Sellers

Buyers

HURON FISCHER LEASING COMPANY

City of Ypsilanti

By_____

Paul Schreiber, Mayor

By_____

By_____

Frances McMullan, City Clerk

This document was prepared by John M. Barr, P10475, Ypsilanti City Attorney, 105 Pearl, Ypsilanti, MI 48197

EASEMENT AGREEMENT

Agreement made this ____ day of _____, 2012, between Huron Fischer Leasing Company, 15 E Michigan Ave. Ypsilanti, MI 48197, ("Grantor") and City of Ypsilanti, One South Huron Street, Ypsilanti, Michigan, 48197 ("Grantee").

RECITALS

- A. Grantor owns the parcel of land commonly known as 15 E Michigan Ave. Ypsilanti, MI 48197 and more fully described on Exhibit A attached hereto ("Burdened Parcel").
- B. Grantee is in the process of constructing a border-to-border trail between Livingston and Washtenaw Counties and intends to construct a bridge across the Huron River with a terminus located on Grantor's property.
- C. Grantor is willing to provide to Grantee a perpetual non-exclusive easement to utilize of a portion of its property for purposes of constructing and maintaining the section of the border-to-border trail which crosses the Huron River north of Grantor's property.
- D. Grantor is also willing to grant to Grantee a temporary construction easement which will facilitate the work needed to construct the bridge and the trail from the end of the bridge to Michigan Avenue (US 12).

Now therefore in consideration of the payment of \$10.00 and other valuable consideration, Grantor grants to Grantee the following:

- 1. Construction Easement. Grantor grants to Grantee a temporary construction easement which is described on Exhibit B attached hereto and also shown on the drawing attached as Exhibit D. This temporary construction easement shall continue for a period of one (1) year commencing upon the date of this Easement Agreement and continuing until the anniversary date in 2013. Once construction has been completed, Grantee agrees to remove all construction materials and restore the condition of Grantor's property within the temporary construction easement to the same or better condition than existed prior to the initiation of construction. After the above-described date, this temporary construction easement shall no longer exist.
- 2. Permanent Easement. In addition to the above-described temporary construction easement Grantor grants to Grantee a permanent non-exclusive easement for the purpose of constructing, maintaining and repairing a pedestrian bridge located on Grantor's property and more fully described on Exhibit C attached hereto and also show on the drawing attached as Exhibit D. The purpose of this easement is to allow for persons walking or bicycling across the pedestrian bridge to exit at the southwest end of that bridge and access Michigan Avenue (US 12) and the continuation of the border-to-border trail. Grantee agrees to maintain and keep in good repair the bridge and all portions of the permanent easement granted herein. Grantee also agrees to refrain from conducting any work that would impact or interfere with the existing 24" sewer line which also crosses Grantor's property and travels through the easement granted herein. Grantee acknowledges that during periods when the existing 24" sewer line requires repair or replacement could impact Grantee's use of the easement parcel during such periods of construction. Grantee further states that the southwesterly end of the anticipated bridge will not be constructed over or in the 20' easement previously described.
- 3. Binding Effect. This Agreement shall be binding upon the parties, their heirs, personal representatives, guardians, conservators, administrators, successors or assignees. The parties agree to do any and all things necessary to effectuate the purposes of this Agreement.
- 4. Severability. If any provision of this Agreement is found unenforceable under any the laws or regulations applicable thereto, such provision terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other provisions of this Agreement.
- 5. Governing Law. This Agreement will be construed in accordance with and be governed by the laws of the *State of Michigan*.

6. Entire Agreement. The Agreement sets forth the entire understanding of the parties; further, this Agreement shall supersede and/or replace any oral or written Agreement(s) related to this subject matter entered into by the parties before the date of this Agreement.

In witness whereof, the undersigned have executed this instrument on the ____ day of _____, 2012.

Huron Fischer Leasing Company

By: _____
Richard A. Fischer, Jr., President

STATE OF MICHIGAN)
) ss:
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012 by Richard A. Fischer, Jr., who being by me duly sworn, did say that he is the President of the Huron Fischer Leasing Company and did represent that he was duly authorized to execute this document on behalf of said Michigan corporation.

_____, Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My Commission Expires: _____

CITY OF YPSILANTI

Its: _____

STATE OF MICHIGAN)
) ss:
WASHTENAW COUNTY)

On this ____ day of _____, 2012, before me, a Notary Public in and for said County, personally appeared _____, who being by me duly sworn, did say that s/he is the _____ of the City of Ypsilanti and did represent that s/he was duly authorized to execute this document on behalf of said municipal entity.

_____, Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My Commission Expires: _____

Approved as to form:

Karl A. Barr
Counsel for the City of Ypsilanti

Prepared by and when recorded return to:
Ian James Reach, Esq.
106 N. Fourth Ave.
Ann Arbor, MI 48104

Recording Fee: \$ _____
Tax Parcel No: 11-09-155-018

EXHIBIT A

City of Ypsilanti

Parcel I:

Part of Lots 188 through 193, inclusive, Original Plat of the Village (now City) of Ypsilanti, Washtenaw County, Michigan, according to the Plat thereof in Transcript at Pages 162 and 163, Washtenaw County Records, described as: The East 147.5 feet of Lots 188 and 189.

AND

That part of Lots 189 through 193, inclusive, described as: Commencing at the intersection of the North Line of Michigan Avenue as the same existed on November 18, 1938 with the West line of River Street formerly River Boulevard; thence North 02 degrees 19 minutes East along the West line of River Street for 100.00 feet for a place of beginning, thence continuing North 02 degrees 19 minutes East along the West line of said River Street 52.37 feet; thence North 87 degrees 55 minutes 30 seconds West 192.5 feet, thence South 01 degrees 58 minutes West 9.95 feet; thence North 87 degrees 53 minutes West 37.00 feet; thence North 01 degrees 58 minutes East 158.61 feet; thence North 87 degrees 53 minutes West 48.55 feet to the Easterly line of a 12.00 foot Right of Way along the East bank of the Huron River; thence South 27 degrees 09 minutes West along said Easterly line 8.8 feet, thence South 01 degrees 58 minutes West along the East line of said 12.00 foot Right of Way and along the East line extended 36.45 feet; thence South 01 degrees 58 minutes West 62.15 feet; thence South 87 degrees 53 minutes East 2.35 feet; thence South 01 degrees 58 minutes West 195.57 feet to the North line of Michigan Avenue; thence South 87 degrees 53 minutes East along said North line 130.60 feet; thence North 02 degrees 19 minutes East parallel to the West line of River Street 100.00 feet; thence South 87 degrees 53 minutes East parallel to the North line of Michigan Avenue 150.00 feet to the place of beginning, being a part of Lots 189 through 193, inclusive and the vacated North 16.5 feet of Michigan Avenue in the City of Ypsilanti.

A Non-Exclusive Easement for ingress and egress described as: Commencing at the intersection of the West line of River Street with the South line of North Street in the City of Ypsilanti, Washtenaw County, Michigan; thence North 87 degrees 58 minutes West along the South line of North Street 170.1 feet for a place of beginning; thence South 15 degrees 53 minutes West 108.46 feet; thence South 33 degrees 44 minutes West 67.65 feet; thence South 02 degrees 19 minutes West parallel to the West line of River Street 78.37 feet; thence North 87 degrees 53 minutes West 61.75 feet to the Westerly line of a 12.00 foot Right of Way along the East bank of the Huron River; thence North 27 degrees 09 minutes East along said Westerly line 21.94 feet; thence North 33 degrees 44 minutes East along said Westerly line 148.88 feet; thence North 15 degrees 53 minutes East along said Westerly line 104.83 feet to the South line of North Street; thence South 87 degrees 58 minutes East along said South line 12.33 feet to the place of beginning.

A Non-Exclusive Easement for ingress and egress described as: Commencing at the intersection of the West line of River Street with the North line of Michigan Avenue as the same existed on November 18, 1938, in the City of Ypsilanti, Washtenaw County, Michigan; thence North 87 degrees 53 minutes West along said North line 280.60 feet; thence North 01 degrees 58 minutes East 143.03 feet for a place of beginning; thence North 01 degrees 58 minutes East 52.55 feet; thence North 87 degrees 53 minutes West 2.35 feet; thence North 01 degrees 58 minutes East 98.6 feet; thence North 27 degrees 09 minutes East 8.8 feet; thence North 87 degrees 53 minutes West 13.20 feet, thence South 27 degrees 09 minutes West 18.46 feet; thence South 87 degrees 55 minutes 30 seconds East 5.78 feet; thence South 01 degrees 58 minutes East 139.15 feet; thence South 87 degrees 53 minutes East 14.35 feet to the place of beginning.

Parcel II:

Part of Lots 186, 187, 188, 189, 190, and 191 of the Original Plat of the Village (now City) of Ypsilanti, Washtenaw County, Michigan, described as:

Beginning at a point distant North 87 degrees 55 minutes 30 seconds West 135.00 feet from the North east corner of Lot 193 and proceeding thence South 02 degrees 19 minutes 00 seconds West 130.20 feet; thence North 87 degrees 55 minutes 30 seconds West 57.50 feet; thence South 01 degrees 58 minutes 00 seconds West 9.95 feet; thence North 87 degrees 53 minutes 00 seconds West 37.00 feet; thence North 01 degrees 58 minutes 00 seconds East 158.60 feet; thence North 87 degrees 51 minutes 00 seconds West 61.75 feet; thence North 27 degrees 09 minutes 00 seconds East 21.94 feet; thence North 33 degrees 44 minutes 00 seconds East 148.88 feet; thence North 15 degrees 53 minutes 00 seconds East 104.43 feet; thence South 87 degrees 58 minutes 00 seconds East 34.95 feet; thence South 02 degrees 19 minutes 00 seconds West 266.04 feet; thence South 87 degrees 55 minutes 30 seconds East 12.50 feet to the place of beginning. Subject to an easement over and across the Westerly 12.00 feet thereof.

Parcel III:

Beginning at a point North 87 degrees 53 minutes West 327.25 feet from intersection of North line of Michigan Avenue and Westerly line of River Street; thence continuing North 87 degrees 53 minutes West along the North line of Michigan Avenue to Huron River; thence Northeasterly along waters edge to a point North 01 degrees 56 minutes East from place of beginning; thence South 01 degrees 56 minutes West 245.22 feet to place of beginning, being part of North east $\frac{1}{4}$ of Section 9, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan.

Parcel IV:

Commencing at a point on the present North line of Michigan Avenue that is North 87 degrees 53 minutes West 280.60 feet of the intersection of the North line of Michigan Avenue and the West line of River Street and running thence North 87 degrees 53 minutes West along the North Line of Michigan Avenue 80.40 feet to the East line of land now owned by Joseph H. Thompson; thence North 02 degrees 07 minutes East at right angles to the North line of Michigan Avenue and along the East line of land now owned by said Thompson 218.00 feet to the top of the bank of the Huron River; thence North 52 degrees 45 minutes East along the top of the bank of Huron River, 62.70 feet; thence North 27 degrees 09 minutes East along the top of the bank of Huron River, 26.80 feet to the North line of Lot 190, Original Plat extended Westerly; thence South 87 degrees 55 minutes 30 seconds East along said Westerly extension of the North line of Lot 190 of said Original Plat 17.78 feet; thence South 01 degrees 58 minutes West along the West face of the brick pilasters of the North part of the building now occupied by Packers Outlet, Inc., 86.60 feet to a point in line with the South face of the North part of said building; thence South 87 degrees 53 minutes East along the South face of said building 2.35 feet; thence South 01 degrees 58 minutes West 195.57 feet along the center of a twelve inch brick party wall, and its extensions Northerly and Southerly to the place of beginning.

EXCEPTING therefrom the West 33.75 feet in width being a part of Lot 190, Original Plat of the Village (now City) of Ypsilanti, Washtenaw County, Michigan, according to the Plat thereof recorded in Transcripts at Pages 162 and 163, Washtenaw County Records, and part of the Northeast $\frac{1}{4}$ of Section 9, City of Ypsilanti, Washtenaw County, Michigan.

A Non-Exclusive Right of Way for ingress and egress over a 12 foot strip of land described as: Commencing at the intersection of the West line of River Street with the North line of Michigan Avenue and running thence North 87 degrees 53 minutes West along said present North line of 280.60 feet; thence running North 01 degrees 58 minutes East for 143.03 feet for a place of beginning; thence running North 01 degrees 58 minutes East 52.55 feet; thence running North 87 degrees 53 minutes West 2.35 feet; thence running North 01 degrees 58 minutes East 86.60 feet; thence running North 87 degrees 55 minutes 30 seconds West for 12 feet; thence running South 01 degrees 58 minutes East for 139.15 feet; thence running South 87 degrees 53 minutes East for 14.35 feet to the place of beginning, being a part of Lot 190, Original Plat of the Village (now City) of Ypsilanti, Washtenaw County, Michigan, according to the plat thereof as recorded in Transcript at Pages 162 and 163, Washtenaw County Records, and a part of the Northeast ¼ of Section 9, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan, ALSO together with and subject to a Right of Way for ingress and egress over a parcel of land described as follows: Commencing at the intersection of the Westerly line of River Street with the Southerly line of North Street and running thence North 87 degrees 58 minutes 00 seconds West 170.10 feet along the Southerly line of North Street for a place of beginning, said point being on the Easterly line of a 12 foot Right of Way heretofore deeded by Albert E. Benz and Mary E. Benz, husband and wife to Joseph H. Thompson and Mary A. Thompson, husband and wife; thence South 15 degrees 53 minutes 00 seconds West 109.67 feet along the Easterly line of said Right of Way; thence South 33 degrees 44 minutes 00 seconds West 150.07 feet along the Easterly line of said Right of Way; thence South 27 degrees 04 minutes 00 seconds West 24.83 feet along the Easterly line of said Right of Way to the Easterly line of a 12 foot Right of Way heretofore deeded by Joseph H. Thompson and Mary A. Thompson, husband and wife to Albert E. Benz and Mary A. Benz, husband and wife; thence south 01 degrees 58 minutes 00 seconds West 35.56 feet along the Easterly line of said Right of Way; thence South 52 degrees 34 minutes 30 seconds West 57.26 feet to the Westerly line of the first above described; thence North 01 degrees 56 minutes 00 seconds East 25.87 feet along the Westerly line of said land to the Northwest corner thereof; thence North 52 degrees 34 minutes 30 seconds East 19.75 feet; thence North 27 degrees 04 minutes 00 seconds East 68.15 feet to the Westerly line of the 12 foot Right of Way deeded by Albert E. Benz and Mary E. Benz, husband and wife to Joseph H. Thompson and Mary A. Thompson, husband and wife; thence North 33 degrees 44 minutes 00 seconds East 148.88 feet along the Westerly line of said Right of Way; thence North 15 degrees 53 minutes 00 seconds East 104.83 feet along the Westerly line of said Right of Way to the Southerly line of North Street; thence south 87 degrees 58 minutes 00 seconds East 12.35 feet along the Southerly line of North Street to the place of beginning, being a part of Lots 186, 187, 188, 189 and 190, Original Plat of the Village (now City) of Ypsilanti, Washtenaw County, Michigan, ALSO a part of the Northeast ¼ of Section 9, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan.

All parcels located at:
15 East Michigan, Ypsilanti MI

Exhibit B



2365 Haggerty Road South • Canton, MI 48188 • Tel 734 397-3100 • Fax 734 397-3131
www.manniksmithgroup.com

A Temporary Construction easement for the construction of a pedestrian bridge

Part of Private Claim 691, City of Ypsilanti, Washtenaw County, Michigan describe as commencing at the intersection of the west line of River Street and the north line of Michigan Avenue 99 feet wide and proceeding thence South 88° 58' 09" West 485.75 feet along the north line of Michigan Avenue as established by MDOT right of way plan Sheet 54, Washtenaw County also being part of Lots 190 thru 193 Inclusive Plat of the Village of Ypsilanti to the point of beginning at a point on the north line of Michigan Avenue 99 feet wide, thence South 88° 58' 09" West 20.00 feet along said north line; thence North 00° 37' 49" West 64.19 feet thence along the bank of the Huron River the following Two (2) courses: (1) North 59° 33' 46" East 10.81 feet; and (2) North 55° 58' 40" East 13.24 feet; thence South 00° 37' 49" East 76.47 feet to the point of beginning.

Easement is subject to easements and restrictions of record.

Civil Engineering, Surveying and Environmental Consulting

11/21/2012

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Exhibit C



2365 Haggerty Road South • Canton, MI 48188 • Tel 734 397-3100 • Fax 734 397-3131
www.manniksmithgroup.com

An easement for the construction alteration and maintenance of a pedestrian bridge

Part of Private Claim 691, City of Ypsilanti, Washtenaw County, Michigan describe as commencing at the Intersection of the west line of River Street and the north line of Michigan Avenue 99 feet wide and proceeding thence South 88° 58' 09" West 505.75 feet along the north line of Michigan Avenue as established by MDOT right of way plan Sheet 54, Washtenaw County also being part of Lots 190 thru 193 inclusive Plat of the Village of Ypsilanti to the point of beginning at a point on the north line of Michigan Avenue 99 feet wide, thence South 88° 58' 09" West 70.00 feet along said north line; thence along the bank of the Huron River the following three (3) courses: (1) North 38° 25' 20" East 47.05 feet and (2) North 53° 15' 17" East 39.72 feet and (3) North 59° 33' 46" East 9.53 feet; thence South 00° 37' 49" East 64.19 feet to the point of beginning.

Easement is subject to easements and restrictions of record.

Civil Engineering, Surveying and Environmental Consulting

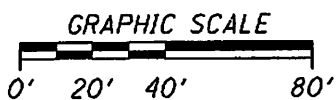
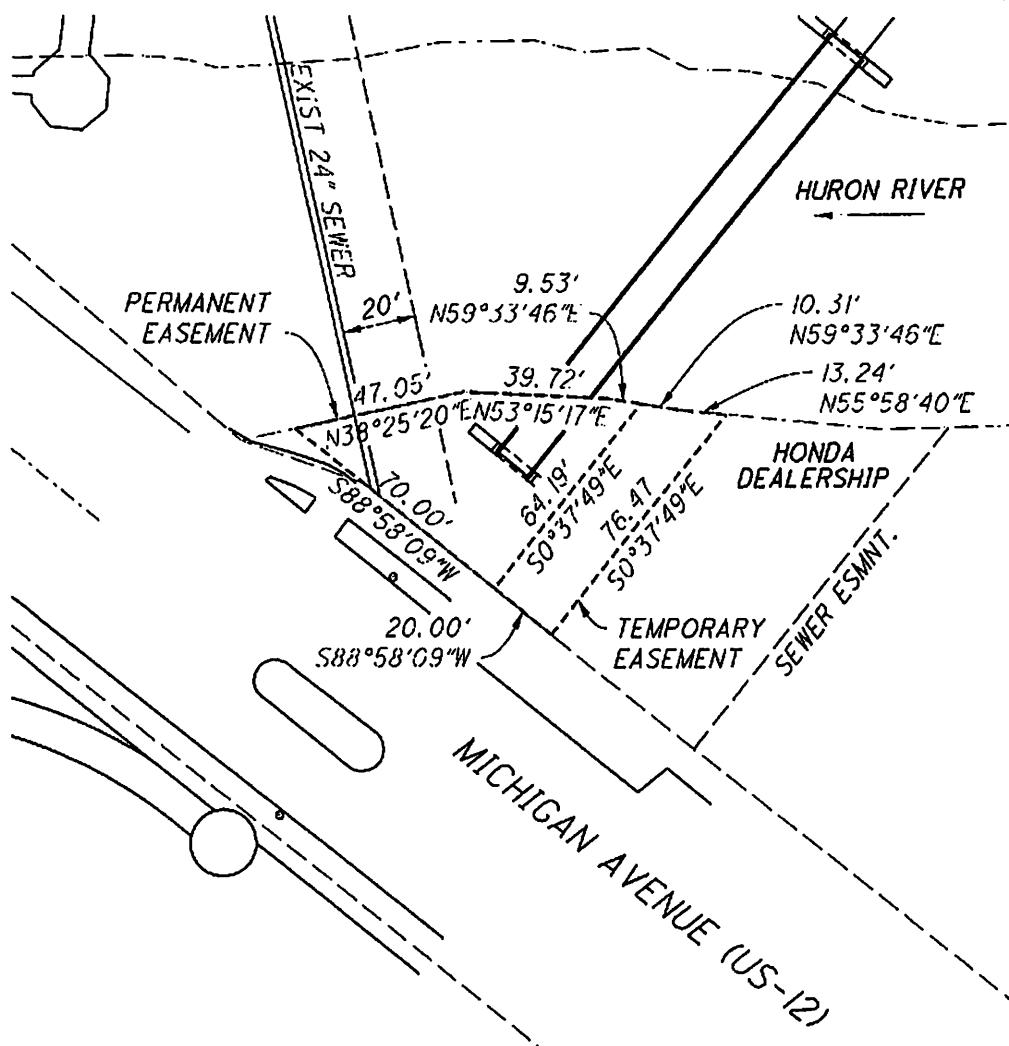
11/21/2012

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Exhibit D

EASEMENT EXHIBIT OF PERMANENT AND TEMPORARY EASEMENTS CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN WASHTENAW COUNTY PARKS

1/21/2012 9:40:26 AM



2365 Hedges Rd. South
Canton, Michigan 48106

Tel (313) 397-3400
Fax (313) 397-3131

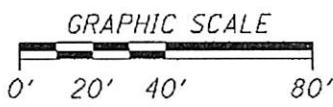
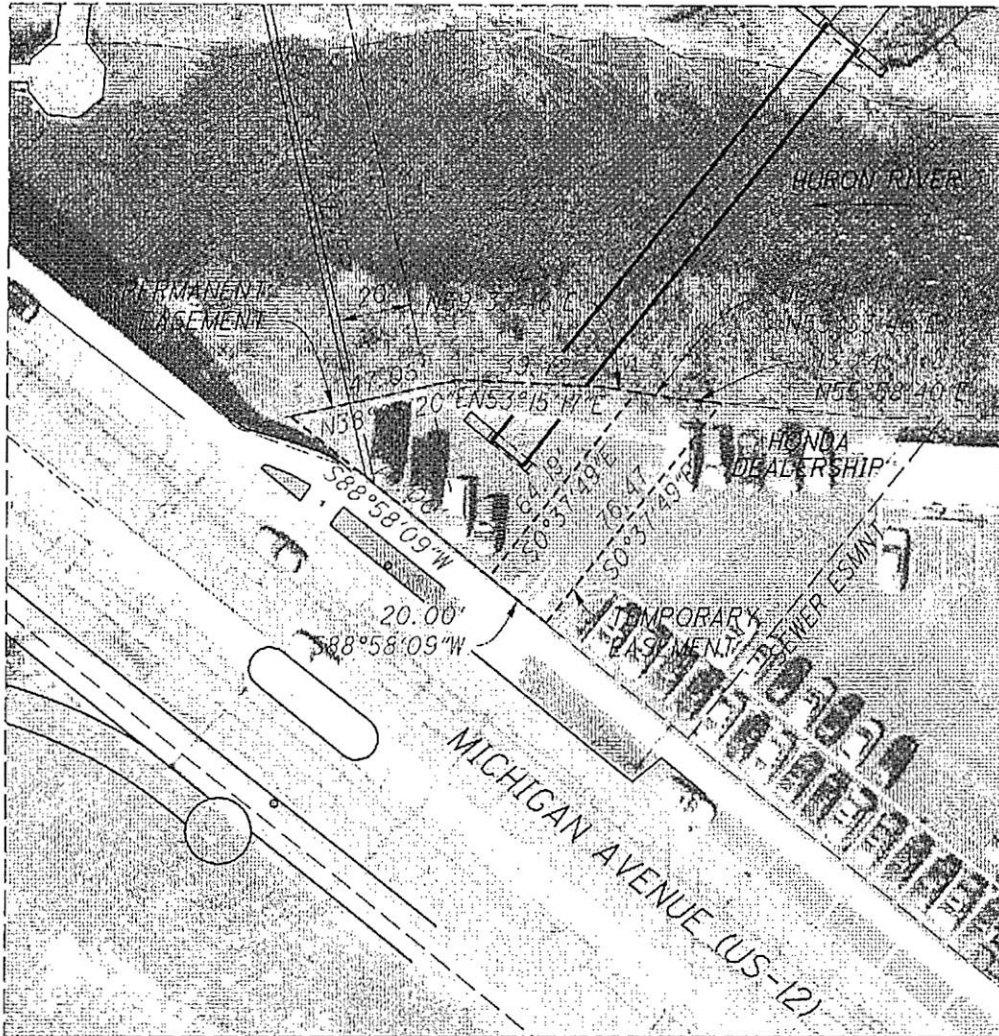
Civil Engineering, Surveying and Environmental Consulting

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EASEMENT EXHIBIT

OF
PERMANENT AND TEMPORARY EASEMENTS
CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN
WASHTENAW COUNTY PARKS

11/27/2012 9:18:35 AM



Mannik The Smith
Group, Inc.
2365 Vesperly Rd. South
Carleton, Michigan 48193
Tel (248) 391-3160
Fax (734) 337-3131
Civil Engineering, Surveying and Environmental Consulting

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Google

To see all the details that are visible on the screen, use the "Print" link next to the map.





Washtenaw County Parks and Recreation Commission

MEMORANDUM

To: Washtenaw County Parks and Recreation Commission
From: Robert L. Tetens, Director
Date: March 12, 2013
Re: Easement Purchase: Michigan Avenue Connector, Border-to-Border Trail

Background

In 2011, the City of Ypsilanti was awarded a Michigan Natural Resources Trust Fund (MNRTF) grant in partnership with the Washtenaw County Parks and Recreation Commission to construct a bridge for the Border to Border (B2B) Trail crossing the Huron River under Michigan Avenue in Ypsilanti. The B2B plan was shown to extend the trail under Michigan Avenue to the Water Street area and further south to Waterworks Park. After the grant award was received, a review of the hydraulic study submitted to the Michigan Department of Transportation (MDOT) determined that the bridge would cause a serious scour problem and was deemed not feasible. Accordingly, an alternate location for the bridge was proposed: perpendicular and to the north of the bridge on Michigan Avenue.

Discussion

The new bridge location will bring patrons from Riverside Park across the Huron River and then allow them to safely cross Michigan Avenue, above ground, via a crosswalk. In order to make the new bridge design a reality, it is necessary to secure an easement from the Huron Fischer Honda Leasing Company located across the street from the Water Street Development. This easement will serve as a landing for the new bridge and a front door for both Riverside Park and the Water Street Development which will be visible from Michigan Avenue.

A January 2013 appraisal of the property, prepared by Burgoyne Appraisal Company, was completed at the request of Mr. Rick Fischer, owner of Fischer Honda. The appraisal identified an easement value of \$28,000 for a both permanent and temporary construction easement. The City of Ypsilanti is unable to cover the cost of the easement. Since documentation of site control is a requirement of state funding, the project cannot move forward in a timely fashion unless the easement is purchased by the Washtenaw County Parks and Recreation Commission.

Recommendation

A purchase agreement prepared by John Barr, City of Ypsilanti Attorney, outlines a purchase price for the premises of \$31,500, which includes \$28,000 for the easement acquisition and \$3,500 for appraisal services. It is my recommendation that the Washtenaw County Parks and Recreation Commission authorize staff to move forward with the purchase in the amount of \$31,500, to secure the easements required to proceed with this important project.



Washtenaw County Parks and Recreation Commission

A RESOLUTION ACKNOWLEDGING A PARTNERSHIP BETWEEN THE CITY OF YPSILANTI AND THE WASHTENAW COUNTY PARKS AND RECREATION COMMISSION, TO DESIGN, BUILD AND OPERATE A COMMUNITY RECREATION CENTER IN THE CENTRAL BUSINESS DISTRICT OF THE CITY OF YPSILANTI (WATER STREET REDEVELOPMENT AREA)

RESOLVED BY THE WASHTENAW COUNTY PARKS AND RECREATION COMMISSION:

WHEREAS, the Washtenaw County Parks and Recreation Commission, in response to survey data and citizen interest, has been considering and exploring opportunities for the development of a community recreation center to serve the residents of the greater Ypsilanti area, and;

WHEREAS, the Commission has determined that the most beneficial location for the development of a community recreation center would be within the central business district of the City of Ypsilanti, specifically on the northwest corner of the Water Street redevelopment site - adjacent to the Huron River, Michigan Avenue (US-12) and the proposed alignment of the Commissions Border-to-Border trail, and;

WHEREAS, the Commission, in consideration of the limited resources currently available for such a project, first approached the City of Ypsilanti in late 2011 and proposed a project partnership that at a minimum includes the Commission and the City of Ypsilanti, and;

WHEREAS, under the proposed partnership the City of Ypsilanti would provide the land necessary for the project; the Commission would construct and own the community recreation center, and;

WHEREAS, the Commission and the City Council both approved an initial Letter of Intent to proceed with work towards the development of the Eastside Recreation Center on January 10, 2012 (see exhibit 1), and;

WHEREAS, in early 2012 the Commission contracted for the professional services of a multidisciplinary design team from the University of Michigan's Graduate School of Architecture and Urban Planning to evaluate the merits of the proposed project; to determine the appropriateness of the site; to develop a conceptual site plan for the community recreation center at the preferred location; and to explore the opportunities and challenges for development of the remainder of the Water Street redevelopment area, and;

WHEREAS, to inform the public and gather the necessary input and support essential for a successful project, the conceptual study and design (including scale models) have been presented at a number of public meetings of both the Ypsilanti City Council and the Washtenaw County Parks and Recreation Commission; were formally presented at a public open house, where the plans and models were left on display for several days to allow for additional public review and comment; and have also been available online for review and comment, and;

WHEREAS, an important component of the project is the extension of the Commissions Border-To-Border Trail, which would link the City's riverside parklands now separated by multiple roads and the river, to form a non-motorized linear park throughout the City -- a broadly supported community vision first expressed over 100 years ago in a plan prepared by the Olmsted Brothers, the pre-eminent landscape design firm of that era, and;

WHEREAS, with the financial and design assistance provided by the Commission, the City has already been awarded two grants (2011 and 2012) from the Michigan Department of Natural Resources Trust Fund program to facilitate the extension of the Border-to-Border Trail, with a bridge crossing the river and connecting Riverside Park and the Water Street site near the proposed community recreation center; and then to continue an urban non-motorized trail along the rivers edge through the Water Street site to Waterworks Park and further to Grove Road, with the potential to ultimately connect the City and the recreational resources of Ford Lake, and;

WHEREAS, the parties agree that the successful completion of these projects would be of significant benefit for the residents of the greater Ypsilanti area; would recognize, restore and emphasize the cultural and environmental significance of the Huron River to the quality of life in the Ypsilanti community; and would serve as a catalyst for additional redevelopment of the Water Street site, and;

WHEREAS, the parties agree and acknowledge that resources are limited and that none could accomplish this broad community vision unilaterally; and that these projects are still in the preliminary design phase and that there are many details that will need to be resolved among the parties should there be agreement for the projects to proceed to construction;

NOW THEREFORE BE IT RESOLVED, that by way of this resolution the undersigned parties publicly demonstrate their support for this project and their commitment to provide the necessary resources and/or skills, to work together cooperatively and in good faith, in the best interests of the community, towards the completion of this ambitious effort, and;

BE IT FURTHER RESOLVED that the City of Ypsilanti agrees to provide sufficient land at the preferred site as previously agreed to in the Letter of Intent approved on January 10, 2012 to allow the Commission to confidently proceed to the design phase; that the Washtenaw County Parks and Recreation Commission agrees to proceed with the design phase for the building and further define the site plan, including determining the exact footprint of the project and the amount of land necessary, and;



Washtenaw County Parks and Recreation Commission

A RESOLUTION ACKNOWLEDGING A PARTNERSHIP BETWEEN THE CITY OF YPSILANTI AND THE WASHTENAW COUNTY PARKS AND RECREATION COMMISSION, TO DESIGN, BUILD AND OPERATE A COMMUNITY RECREATION CENTER IN THE CENTRAL BUSINESS DISTRICT OF THE CITY OF YPSILANTI (WATER STREET REDEVELOPMENT AREA)

RESOLVED BY THE WASHTENAW COUNTY PARKS AND RECREATION COMMISSION:

WHEREAS, the Washtenaw County Parks and Recreation Commission, in response to survey data and citizen interest, has been considering and exploring opportunities for the development of a community recreation center to serve the residents of the greater Ypsilanti area, and;

WHEREAS, the Commission has determined that the most beneficial location for the development of a community recreation center would be within the central business district of the City of Ypsilanti, specifically on the northwest corner of the Water Street redevelopment site - adjacent to the Huron River, Michigan Avenue (US-12) and the proposed alignment of the Commissions Border-to-Border trail, and;

WHEREAS, the Commission, in consideration of the limited resources currently available for such a project, first approached the City of Ypsilanti in late 2011 and proposed a project partnership that at a minimum includes the Commission and the City of Ypsilanti, and;

WHEREAS, under the proposed partnership the City of Ypsilanti would provide the land necessary for the project; the Commission would construct and own the community recreation center, and;

WHEREAS, the Commission and the City Council both approved an initial Letter of Intent to proceed with work towards the development of the Eastside Recreation Center on January 10, 2012 (see exhibit 1), and;

WHEREAS, in early 2012 the Commission contracted for the professional services of a multidisciplinary design team from the University of Michigan's Graduate School of Architecture and Urban Planning to evaluate the merits of the proposed project; to determine the appropriateness of the site; to develop a conceptual site plan for the community recreation center at the preferred location; and to explore the opportunities and challenges for development of the remainder of the Water Street redevelopment area, and;

WHEREAS, to inform the public and gather the necessary input and support essential for a successful project, the conceptual study and design (including scale models) have been presented at a number of public meetings of both the Ypsilanti City Council and the Washtenaw County Parks and Recreation Commission; were formally presented at a public open house, where the plans and models were left on display for several days to allow for additional public review and comment; and have also been available online for review and comment, and;

WHEREAS, an important component of the project is the extension of the Commissions Border-To-Border Trail, which would link the City's riverside parklands now separated by multiple roads and the river, to form a non-motorized linear park throughout the City -- a broadly supported community vision first expressed over 100 years ago in a plan prepared by the Olmsted Brothers, the pre-eminent landscape design firm of that era, and;

WHEREAS, with the financial and design assistance provided by the Commission, the City has already been awarded two grants (2011 and 2012) from the Michigan Department of Natural Resources Trust Fund program to facilitate the extension of the Border-to-Border Trail, with a bridge crossing the river and connecting Riverside Park and the Water Street site near the proposed community recreation center; and then to continue an urban non-motorized trail along the rivers edge through the Water Street site to Waterworks Park and further to Grove Road, with the potential to ultimately connect the City and the recreational resources of Ford Lake, and;

WHEREAS, the parties agree that the successful completion of these projects would be of significant benefit for the residents of the greater Ypsilanti area; would recognize, restore and emphasize the cultural and environmental significance of the Huron River to the quality of life in the Ypsilanti community; and would serve as a catalyst for additional redevelopment of the Water Street site, and;

WHEREAS, the parties agree and acknowledge that resources are limited and that none could accomplish this broad community vision unilaterally; and that these projects are still in the preliminary design phase and that there are many details that will need to be resolved among the parties should there be agreement for the projects to proceed to construction;

NOW THEREFORE BE IT RESOLVED, that by way of this resolution the undersigned parties publicly demonstrate their support for this project and their commitment to provide the necessary resources and/or skills, to work together cooperatively and in good faith, in the best interests of the community, towards the completion of this ambitious effort, and;

BE IT FURTHER RESOLVED that the City of Ypsilanti agrees to provide sufficient land at the preferred site as previously agreed to in the Letter of Intent approved on January 10, 2012 to allow the Commission to confidently proceed to the design phase; that the Washtenaw County Parks and Recreation Commission agrees to proceed with the design phase for the building and further define the site plan, including determining the exact footprint of the project and the amount of land necessary, and;

BE IT FURTHER RESOLVED that the parties agree that this intergovernmental, public/private partnership demonstrates a commendable and challenging level of collaboration that should serve as a model for future efforts to improve the quality of life for residents in communities throughout Washtenaw County.

Resolution moved by: Janice Anschuetz

Supported by: Conan Smith

Passed with 8 aye votes recorded and 1 nay votes recorded.

Nelson Meade, Secretary
Washtenaw County Parks and Recreation Commission



Resolution No. 2013-054
March 19, 2013

Whereas, The Ypsilanti community is deeply concerned about the impacts of climate disruption and believes that energy efficiency and natural resource conservation are important elements to combating climate change;

Whereas, A significant and growing number of Ypsilanti residents engage in energy conservation activities such as turning off non-essential lights, recycling, choosing sustainable transportation, and weatherizing their homes and businesses;

Whereas, Ypsilanti City Council recently adopted a comprehensive Climate Action Plan that includes recommendations to reduce our energy consumption and green house gas emissions

Whereas, Earth Hour is both an international and local symbolic event organized by World Wildlife Fund to raise awareness about climate change issues, to encourage businesses, individuals and government to take actions to reduce their carbon emissions and their impact on the environment in their daily lives and operations;

Whereas, Earth Hour asks all citizens, businesses, government agencies, and commercial and non-commercial establishments to turn off all non-essential lighting for one hour beginning at 8:30 pm on March 23, 2013 and to encourage citizens and businesses to commit to actions they can take in the coming year to reduce their carbon footprints and conserve energy;;

Whereas, Earth Hour will be used as a tool to inform local residents and businesses about existing information and tools already available within the community to assist them in increasing energy efficiency and decreasing emissions and use of natural resources;

Whereas, Extinguishing or dimming non-essential lights in City Hall and other City facilities and urging businesses and citizens to do the same will send a clear message that the people of Ypsilanti in the State of Michigan in the United States of America are concerned about climate change, stand with the rest of the world in seeking solutions and are demanding that elected leaders act immediately to take measures that will help fight global climate change; and

RESOLVED, That Ypsilanti City Council endorses efforts by World Wildlife Fund through Earth Hour to raise awareness around global climate change and energy efficiency;

RESOLVED, That Ypsilanti City Council encourages city employees to turn off or dim all non-essential lighting in city government buildings and public landmarks for the hour between 8:30 and 9:30 PM on March 23, 2013 to conserve energy and raise awareness about global climate change as part of the city-wide energy conservation event: Earth Hour; and

RESOLVED, That Ypsilanti City Council asks all citizens, businesses, government agencies, and commercial and non-commercial establishments to turn off all non-essential lighting for one hour beginning at 8:30 pm on March 23, 2013 and to commit to actions they can take in the coming year to reduce their carbon footprints and conserve energy; and

RESOLVED, That Ypsilanti City Council directs the City Manager to share this resolution with Eastern Michigan University to encourage their participation; and

RESOLVED, That Ypsilanti City Council declares March 23, 2013 to be "Earth Hour Day" in the City of Ypsilanti.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



Resolution No. 2013-055
March 19, 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: