

1. City Council Regular Meeting Agenda

Documents: [11-5-2013 REVISED FINAL AGENDA2.PDF](#)

2. City Council Regular Meeting Packet

Documents: [REVISED COUNCIL PACKET 11-05-2013.PDF](#)



Revised – 11/5/13

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

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. INTRODUCTIONS –

VII. PRESENTATIONS –

- Certificate of Achievement for Excellence in Financial Reporting - Edward Sell, Michigan Government Finance Officers Association Representative from City of Monroe.
-
- Ypsilanti Police Department Update – Interim Police Chief Tony DeGiusti
- Redevelopment Ready Re-Certification – Jennifer Rigterink, MEDC Director, Ready Communities Re-Certification

VIII. AUDIENCE PARTICIPATION –

IX. REMARKS BY THE MAYOR

X. MINUTES –

Resolution No. 2013-210, approving the minutes of October 15, 2013.

XI. CONSENT AGENDA -

Resolution No. 2013-211

1. Resolution No. 2013-212, confirming redevelopment communities recertification priorities.
2. Resolution No. 2013-213, approving appointments to Boards and Commissions.

3. Resolution No. 2013-214, approving Mutual Aid Box Alarm System (MABAS) Inter-local Agreement.
4. Resolution No. 2013-215, approving amendment to LDFA agreement.
5. Resolution No. 2013-216, approving contract agreement with State of Michigan Department of Natural Resources for the development of the Ypsilanti River's Edge linear park and trail.
6. Resolution No. 2013-217, authorizing the City Treasurer to levy and access on the December 2013 tax roll special assessments for unpaid bills.
7. Resolution No. 2013-218, approving purchase of property located at 220 N. Park Street (Boys and Girls Club).
8. Resolution No. 2013-228, approving Worker's Compensation contract.

XII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2013-219, in honor of Deborah Strong.
2. Resolution No. 2013-220, approving an ordinance to rezone .83 acres of Water Street Redevelopment Area to PUD for rezoning of Family Dollar. (Ordinance No. 1199) ***(Second Reading)***
3. Resolution No. 2013-221, approving Family Dollar Planned Unit Development (PUD) Agreement.
4. Resolution No. 2013-222, approving 2nd Extension for Family Dollar Purchase Agreement.
5. Resolution No. 2013-223, approving Border to Border Trail Michigan Avenue bridge easement acquisition.
6. Resolution No. 2013-224, approving donation of 761 Harriett Street property to Parkridge.
7. Resolution No. 2013-225, approving rejection of right of first approval to purchase the property at 303 N. Huron (Towner House).
8. Resolution No. 2013-226, approving Special Events policy.
9. Resolution No. 2013-227, amending fee schedule.
- 10. Resolution No. 2013-230, reconsidering Resolution No. 2013-125B appointing Caryn Charter to the Local Development Finance Authority (LDFA). (Added)**
- 11. Resolution No. 2013-231, approving an ordinance to repeal Ordinance No. 1054 and Ordinance No. 965. (Public hearing will be conducted at Second Reading on December 3, 2013) – Ordinance No. 1201 (Added)**

XIII. LIASON REPORTS -

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

XIV. COUNCIL PROPOSED BUSINESS –

XV. COMMUNICATIONS FROM THE MAYOR –

Ypsilanti Downtown Development Authority

Richard Smith (open)
1327 Elmwood Ct. Apt 6
Ypsilanti, 48197
Term Expires: 7/7/2016

XVI. COMMUNICATIONS FROM THE CITY MANAGER –

XVII. AUDIENCE PARTICIPATION -

XVIII. REMARKS FROM THE MAYOR –

XIX. ADJOURNMENT –

- A. Resolution No. 2013-229, adjourning the City Council Meeting.



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XVII. AUDIENCE PARTICIPATION -

XVIII. REMARKS FROM THE MAYOR –

XIX. ADJOURNMENT –

- A. Resolution No. 2013-229, adjourning the City Council Meeting.



Resolution No. 2013 – 210
November 5, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Minutes of October 15, 2013 be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**CITY OF YPSILANTI
COUNCIL MEETING MEETING
CITY COUNCIL CHAMBERS - ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, OCTOBER 15, 2013
7:00 P.M.**

I. CALL TO ORDER –

The meeting was called to order at 7:05 p.m.

II. ROLL CALL –

Council Member Jefferson	Present	Council Member Robb	Present
Council Member Moeller	Present	Council Member Vogt	Present
Council Member Murdock (7:06)	Present	Mayor Schreiber	Present
Mayor Pro-Tem Richardson (7:07)	Present		

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 –

Council Member Robb removed Resolution No. 2013-204 and Resolution No. 2013-205 from the Consent Agenda and placed them under Motions/Resolutions/Discussions.

With no objections to the change, the agenda was approved as amended.

VI. INTRODUCTIONS –

Mayor Schreiber introduced CBRE Associate Arthur Itkis, Planner Teresa Gillotti, Attorney Jesse O'Jack, DPS Director Stan Kirton, Marcus McNamara, OHM, Assistant to the City Manager Ericka Savage, AATA Representative Julian Ream, and YHC Nominees Valerie Bieberich and Clarence Hollifield.

VII. PRESENTATIONS –

Water Street Update – Arthur Itkis, CBRE and City Planner Teresa Gillotti

Recreation Center Update – Planner Teresa Gillotti (*Presentation on file in Clerk's office*)

VIII. ORDINANCES – FIRST READING

Ordinance No.1199

1. An ordinance to rezone .83 acres of Water Street Redevelopment Area to PUD for rezoning of Family Dollar.

A. Resolution No. 2013-198, determination

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled, "FAMILY DOLLAR PLANNED UNIT DEVELOPMENT" be approved on First Reading.

OFFERED BY: Mayor Pro-Tem Richardson
SUPPORTED BY: Council Member Murdock

Planner Teresa Gillotti gave an overview.

SUMMARY BACKGROUND:

Morning Star Partners, LLC on behalf of Core Resources, LLC, has applied for Planned Unit Development (PUD) rezoning and site plan approval for approximately 0.85 acres for the parcel plus an estimated 0.26 to establish Lincoln Street in the Water Street Redevelopment area for the development of a Family Dollar store. The total project area is 1.1 acres. The site is located on the Michigan Avenue frontage between proposed Lincoln St. and Park Street.

The City of Ypsilanti owns the entirety of the Water Street Redevelopment area, and entered into a development agreement with Core Resources LLC for the development of a Family Dollar on May 7, 2013. The agreement included several requirements in the governmental approval section including rezoning the site to Planned Unit Development utilizing the Water Street zoning guidelines for development.

PUD Development requirements

Section 122-575 of the Zoning Ordinance provides review procedures for Planned Unit Development applications:

- 1) Pre-application conference
- 2) Formal PUD Application
- 3) Planning Commission Review, Public hearing, and Recommendation
- 4) City Council Action

The project is currently at stage #4 above. Planning and Development staff met repeated with the development team including time spent on the development agreement. The Planning Commission held a public hearing on Wednesday, August 28, 2013 and recommended zoning and site plan approval with conditions on Wednesday, September 18, 2013.

Remaining Conditions and site plan revision

Staff received revised plans dated 10-3-13 which addressed the following revisions.

1. Provide dimensions for wall signage and elevation re-evaluating the presence of a monument sign with staff to confirm it meets zoning requirements.
 - *Planning Commission requested removal of the monument sign as the B3 – Central business district. Family Dollar is requesting it stay in place. The size proposed would meet the standards in B4 – General Business district.*
2. Move "tags" on site plan to match relocation of barrier-free parking and ramp.
 - *Completed*
3. All items from engineering letter dated September 13, 2013.
 - *To be addressed during detailed engineering*
4. Consider relocating proposed light pole on south side out of easement location.
 - *Pole located to east of potential opening*

5. Indicate locations for parking lot lighting along with photometric plan per Sec. 122-641 and Sec 122-834(9).
 - *Plan provided and meets standards.*
6. Final plans to be submitted to MDOT for approval.
 - *To be submitted upon final city approval.*

Next Steps:

The public hearing and first reading will occur on October 15, 2013. At the November 5 meeting, a second reading will be held as well as a resolution for approval of a PUD agreement.

Ms. Gillotti displayed the landscape plan.

Council Member Moeller asked about the new store on Mansfield.

Council Member Robb replied it is a Family Dollar.

Ms. Gillotti explained "target markets" and how they work.

Council Member Robb asked if there were any waivers and exceptions, and if so what were they.

Ms. Gillotti indicated that the conditions were listed in Request for Legislation. She added that there was a waiver from the 3 ft. berm requirement and the foundation tree plantings on Lincoln Street.

Mayor Schreiber asked about signage.

Josh Allen, representing Morning Star partners, developer for Family Dollar stated that the requested signage is what Family Dollar requires for all sites and they feel strong about that particular type of sign. He said he feels the deal would be off without the monument sign. He asked City Council to look at the plans again and to strongly look at what the Planning Commission has denied.

Council Member Murdock asked what the height of the sign is.

Mr. Allen replied it is 8 or 9 ft.

B. Open the public hearing.

1. Mark Hergott, 111 Miles, said the issue is not a Family Dollar. But that the building is a box with a great deal of re-usability, along with a new street. He said Family Dollar is a pioneer company that tries to find strips of areas to place their stores. He said it is not a new development but has been around since the 1950s. He said he supports the development.
2. Dave Heikkenan, owner of 133 W. Michigan, spoke in opposition to Family Dollar and said there is nothing good about it and the city is making a mistake in allowing it. He emphasized that the city should pursue new interest with grocery store.

C. Resolution No. 2013-199, close public hearing

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing for an ordinance entitled, "FAMILY DOLLAR PLANNED UNIT DEVELOPMENT" be officially closed.

OFFERED BY: Council Member Murdock

SUPPORTED BY: Council Member Vogt

On a voice vote the motion carried and the public hearing was closed.

Council Member Vogt expressed opposition to the monument sign. He stated that other businesses within the downtown area do well without a sign. He also stated that the building is away from the street and this would be unnecessary and would be an overshadow of what the project is real

Council Member Moeller said she is against the entire project and will be voting against it.

Council Member recommended that the storm water be connected to Park Street because the system is already overloaded.

Marcus McNamara answered questions regarding storm water capacity. McNamara stated that the maps his client have shows capacity for the storm water at about 42 inches starting at Parsons.

Council Member Murdock asked how the sign would set precedence in regards to the frontage on Michigan Ave.

Ms. Gillotti answered that the unique scenario with this review is that it has five different layers. She stated that the City is hoping to encourage future development and that the revision of the zoning ordinance will include signage.

Mr. Allen stated that changing the signage jeopardizes the project.

Council Member Robb asked Ms. Gillotti to confirm what a monument sign is. He asked if the sign in front of the Ypsilanti courthouse, Eastern Michigan, and Key bank are monument signs.

Ms. Gillotti confirmed the examples were correct.

Mayor Pro-Tem Richardson commented regarding signage and stated that there are plenty of monument signs east of Joy Road along Plymouth Road, and it really does not look bad.

Council Member Jefferson questioned if the signs for EMU and Key Bank were grandfathered in?

Ms. Gillotti stated that the Key Bank sign and others were downtown before the ordinance was put in place and the City has no control over EMU.

Council Member Vogt commented that in Manhattan, New York and in urban areas there are no monument signs and that is not what Ypsilanti is trying to achieve here. He stated that he did not believe Family Dollar would kill the entire deal over a monument sign.

Council Member Murdock moved, supported by Council Member Vogt to amend the resolution to state approval is given subject to the removal of monument sign.

On a roll call, the vote to approve the resolution as amended was as follows:

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

VOTE:

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

On a roll call, the vote to approve Resolution No. 2013-198 as amended was as follows:

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

VOTE:

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

The resolution as adopted reads as follows:

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled, "FAMILY DOLLAR PLANNED UNIT DEVELOPMENT" be approved on First Reading, subject to the removal of monument sign.

Ordinance No.1200

2. An ordinance to rezone 400 W. River and 107 E. Cross Street to PUD for redevelopment of Thompson Block Redevelopment Project. ***(Public Hearing and First Reading will be postponed to 11/5/2013)***

IX. ORDINANCES - SECOND READING –

Ordinance No. 1197

An ordinance entitled "Maple-Cross Alley Vacation" to vacate a certain 16.5 foot wide alley from E. Cross Street heading north to the extent of the northerly parcel boundaries of 11-11-04-495-023 (400-412 N. River) and 11-11-04-495-015 (107 E. Cross) in the City of Ypsilanti, Michigan.

- A. Resolution No. 2013-200, determination.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled, "Maple-Cross Alley Vacation" to vacate a certain 16.5 foot wide alley from E. Cross Street heading north to the extent of the northerly parcel boundaries of 11-11-04-495-023 (400-412 N. River) and 11-11-04-495-015 (107 E. Cross) in the City of Ypsilanti, Michigan be approved on Second and Final reading.

OFFERED BY: Council Member Murdock

SUPPORTED BY: Council Member Jefferson

Planner Teresa Gillotti was present to answer questions from Council.

- B. Open the public hearing.

Mark Hergott, 111 Miles, asked why the city should grant an alley vacation when the property owner violated the consent agreement. He suggested the city require the owner to put a roof on the building first. He said this is unacceptable and he hopes City Council agrees with him.

- C. Resolution No. 2013-201, close public hearing.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That a public hearing on an ordinance entitled, "Maple-Cross Alley Vacation" to vacate a certain 16.5 foot wide alley from E. Cross Street heading north to the extent of the northerly parcel boundaries of 11-11-04-495-023 (400-412 N. River) and 11-11-04-495-015 (107 E. Cross) in the City of Ypsilanti, Michigan be officially closed.

OFFERED BY: Council Member Murdock
SUPPORTED BY: Council Member Jefferson

On a voice vote the motion carried and the public hearing was closed.

Mayor Schreiber stated he understands Mr. Hergott's comments, however Mr. Beal is the city's only chance to have the building renovated, and he feels the city needs to give him time and the ability. He said he will vote in favor of granting the alley vacation.

Council Member Murdock said the owner has occupied the alley already for about 5 years now.

Mayor Pro-Tem Richardson said she is not opposed to vacating alley; however she said she agrees with Mr. Hergott regarding the timing and she is concerned that Mr. Beal has not completed what he previously agreed to. She suggested requiring him complete the consent agenda and then grant the vacation to him later.

Council Member Vogt said the purpose of the vacation is to tie the property with the vacant property in order to facilitate getting the needed finances for the construction work. He said the vacation would also put the unused alley on the tax rolls. He added that the alley is not used by anyone and there is no purpose in not donating it. He said the alley is necessary for the owner to succeed with the project and it is one of many things that could kill the project. He said he will support it the request.

Council Member Murdock said the properties are owned by two different legal entities.

Council Member Vogt pointed out that both properties are family owned so they are related entities.

Ms. Gillotti said the owners are in the process of making it the same entity and will be coming in to the City Assessor shortly for registration.

Mayor Pro-Tem Richardson suggested that the resolution be delayed until the ownership comes together.

Mayor Pro-Tem Richardson moved, supported by Council Member Jefferson to table the resolution until the First Reading of the PUD.

Council Member Vogt asked what is the cut-off date for adding the property to the next tax roll.

Ms. Gillotti answered December 31st.

Attorney John Barr said the tax day is December 31st and anything changed before the 31st is for next tax year, 2014.

Council Member Murdock commented that the vacation makes sense for the project or any future project.

Mayor Pro-Tem Richardson stated that the PUD comes before Council on November 15th so Council should delay the vacation and do everything all at once.

Council Member Moeller questioned delaying it now since City Council already approved it at first reading.

On a roll call, the vote to table was as follows:

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

VOTE:

Yes: 3 No: 4 (Robb, Vogt, Schreiber, Moeller) Absent: 0 Vote: Failed

On a roll call, the vote to approve Resolution No. 2013-200 was as follows:

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

VOTE:

Yes: 7 No: 0 Absent: 0 Vote: Carried

X. AUDIENCE PARTICIPATION –

1. Jillian Reams-Gainsley, 726 N. Prospect, AAATA Board Representative, spoke in support of Resolution No. 2013-208 to include Ypsilanti Township and encouraged all to attend the upcoming public forums and meetings. She said the five-year transit improvement plan will be revealed at the forums, as well as proposed extended hours and additional routes.
2. Mark Hergott, 111 Miles, thanked City Council for their hard work and commented that the police contract is okay but not removing the 3% multiplier will sink the city's finances and is unsustainable. He commented that Water Street is a distraction. He also said the Police and Fire pension will eliminate the city's general fund and Headlee won't pay for anything with 60 mils going to pension plans so the city must renegotiate its contract.
3. Valerie Bieberich, Ypsilanti Housing Commission nominee, introduced herself. She said she is a three year resident who fell in love with Ypsilanti some time ago. She said she is a 2nd year law student and was part of the Climate Action planning process. She said she is passionate about affordable housing and is excited about the appointment.
4. Dave Heikkenan opposed Family Dollar and said he is concerned about security and how or what type of business they will run. He thanked the city for finishing Michigan Avenue and commended them for the work done. Regarding the YDDA Board, he commented that appointments are very important and more downtown residents or business owners are needed on the Board.
5. Clarence Hollifield, Ypsilanti Housing Commission nominee, introduced himself as a lifelong Ypsilanti resident. He said there is no greater city than Ypsilanti. He said he spoke with YHC Executive Director Zachary Fosler and he believes Mr. Fosler is going in the right direction.

XI. REMARKS BY THE MAYOR

Appreciated the comments from Mr. Hollifield and Ms. Bieberich, and thanked Mr. Heikkenan for his comments regarding the striping on Michigan Ave. striping. He stated that the striping was due to the efforts of Mr. Lange and Council Member Murdock.

Mayor Schreiber indicated that he is looking for a downtown representative for YDDA Board and he appreciates any suggestions.

Regarding Mr. Hergott's comments, the Mayor stated that the multiplier is a subject of negotiations and is a complex issue. He said City Council understands the issue with Police and Fire pensions and they are moving toward reductions.

XII. MINUTES –

Resolution No. 2013-202, approving the minutes of October 1, 2013.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Minutes of October 1, 2013 be approved.

OFFERED BY: Council Member Robb

SUPPORTED BY: Council Member Vogt

Clerk McMullan pointed out a revision on page 4.

On a voice vote the minutes were approved as revised.

XIII. CONSENT AGENDA -

Resolution No. 2013-203

1. ~~Resolution No. 2013-204, approving resident appointments to Boards and Commissions.~~
(Moved to Resolutions/Motions/Discussions)
2. ~~Resolution No. 2013-205, approving non-resident appointment to the Ypsilanti Downtown Development Authority.~~ ***(Moved to Resolutions/Motions/Discussions)***
3. Resolution No. 2013-206, supporting implementation of a solution to prevent invasive carp from entering the Great Lakes and St. Lawrence ecosystem.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Great Lakes and St. Lawrence represent the largest body of surface fresh water in the world and are a vibrant, diverse ecosystem that is critically important to the economic well-being and quality of life of the Canadian and U.S. population in the region; and

WHEREAS, over 180 invasive species have entered the Great Lakes and its connecting water ways over the years and caused widespread damage and disruption to the natural balance of the system, as well as significant economic damage; and

WHEREAS, one of the most serious threats ever presented by invasive species currently comes from Asian carp, including silver, bighead and black varieties; and

WHEREAS, these varieties of carp were introduced to the southern United States for use in fish farms for algae control in the 1970s and escaped into the Mississippi River system; and

WHEREAS, invasive species already inflicted hundreds of millions in damage across the Great Lakes and St. Lawrence, and invasive carp pose a serious threat to the 7 billion sport and commercial fishery that support the economy and help define the culture of the entire region; and

WHEREAS, the invasive carp have migrated northward through the Mississippi River system as far north as Wisconsin, Minnesota, Illinois, Indiana, and Ohio, reducing significantly or eliminating populations of

the more desirable species of fish because of their voracious food consumption and prolific reproduction; and

WHEREAS, the invasive carp are threatening to enter the Great Lakes at a number of points across the region; and

WHEREAS, many federal, state, provincial, and local government agencies in the United States and Canada have worked diligently and expended tens of millions of dollars over the past 10 years on a variety of projects to keep invasive carp out of the Great Lakes; and

WHEREAS, including the invasive carp, there are 39 invasive species in the two basins that present a threat to cross over into the other basin in the near future; and

WHEREAS, once an invasive species establishes itself in an ecosystem, it is exceedingly difficult, if not impossible, to eradicate it, and it often inflicts serious damage on the ecosystem and imposes major costs in efforts to control it; and

WHEREAS, Asian carp pose a dangerous risk of injury to recreational users on waters infested with Asian carp; and

WHEREAS, Canadian and U.S. citizens across the basin have expressed serious concern about the invasive carp and other invasive species, and are demanding prompt action; and

WHEREAS, the U.S. Army Corps of Engineers is conducting a multiyear, comprehensive study across the U.S. side of the Great Lakes basin called the "Great Lakes and Mississippi River Interbasin Study" (GLMRIS) that examines 19 separate locations where invasive carp could cross from the Mississippi River Basin to the Great Lakes Basin, and considers a large number of potential ways to stop the further migration.

NOW, THEREFORE, BE IT RESOLVED, that the invasive carp in the Mississippi River system pose one of the greatest threats to the integrity and well-being of the Great Lakes and St. Lawrence ecosystem, including the 40 million Canadians and Americans who live there.

BE IT FURTHER RESOLVED, that preventing the invasive carp from entering the Great Lakes and St. Lawrence ecosystem needs to be approached with the greatest sense of urgency by all those responsible for dealing with this matter.

BE IT FURTHER RESOLVED, that physical separation is feasible and can be done in a way that maintains or enhances water quality, flood control, and transportation in the system.

BE IT FURTHER RESOLVED, that additional steps must be taken in the interim to keep invasive carp out while the long term solution is put in place.

NOW THEREFORE BE IT RESOLVED that the City of Ypsilanti strongly urges all parties involved to identify a preferred solution to the invasive

carp issue and move forward to implement that solution with the greatest sense of urgency.

OFFERED BY: Council Member Moeller
SUPPORTED BY: Mayor Pro-Tem Richardson

On a voice vote the motion carried.

The meeting recessed from 9:00 p.m. to 9:11 p.m.

XIV. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2013-207, approving agreement with Orchard, Hiltz & McCliment, Inc. for Prospect Bridge Deck Design Engineering Services.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Local Bridge Program Funds has been programmed for shallow concrete deck overlay, approach work and slope protection repairs to the Prospect Bridge in the year 2014 construction season; and

WHEREAS, Orchard, Hiltz and McCliment has provided an exemplary level of service to the City of Ypsilanti on similar improvement projects, and posses a depth of experience with the infrastructure in the project area; and

WHEREAS, it is necessary to secure design engineering services to meet MDOT permitting requirements and keep this project on schedule for the 2014 construction year;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the proposal for design engineering services with Orchard, Hiltz & McCliment, Inc., 34000 Plymouth Road, Livonia, MI at a not to exceed cost of \$26,300; and

THAT the Mayor and City Clerk are authorized to sign this proposal, subject to review and approval by the City Attorney; and

THAT the City Manager is authorized to sign any change orders that may be needed to maintain the project's schedule, subject to review and approval by the City Attorney.

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

Summary and Background:

Local Bridge Program funding has been programmed for repairs to the Prospect Bridge Deck in the 2014 construction season. This project is anticipated to include shallow concrete overlay, approach work and slope protection repairs.

The total project cost is estimated at \$239,000 less \$227,050 Federal Funds (95%), the City's estimated share including design and construction engineering will be \$91,250. Orchard, Hiltz and McCliment has provided an exemplary level of service to the City of Ypsilanti on similar improvement projects, and posses a depth of experience with the infrastructure in the project area, therefore I recommend hiring OHM to provide design engineering services for this project at a not exceed cost of \$26,300.

The FY 13-014 budget allocated funding for the design engineering services needed for this project.

Public Service Director Stan Kirton stated that there is a 5% match and \$9,000 is in the budget, and at midyear the money will be moved over.

Council Member Murdock pointed out that there were issues with the Walgreens construction in the past and asked how this would be dealt with that.

Marcus McNamara, OHM, explained the process and answered this would be similar to LeForge. He said they are re-decking and upgrading to current standards.

Mr. Lange asked if there would be an inspection of underpinning and the superstructure?

Mr. McNamara replied yes and said it is required by the State. He said he doesn't believe there is significant work needed on the beams but if found it will be addressed. He said the State allows this to happen and will charge the city 5%.

Mayor Pro-Tem Richardson asked what is the construction life of a bridge.

Mr. McNamara answered at least 15 years.

Mayor Pro-Tem Richardson said she thought the Prospect Bridge needed total replacement.

Mr. McNamara stated that the city may have been told that in the past but in the last 3 years the State's rules have changed and now allow preventative maintenance to be eligible for State funds. He said with the proposed improvements the bridge will last 10-15 years.

Mr. Lange said he has lived through the changes and he feels this is a much more cost effective process.

On a roll call the vote to approve Resolution No. 2013-207 was as follows:

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

VOTE:

Yes: 7 No: 0 Absent: 0 Vote: Carried

2. Resolution No. 2013-208, approving Amendment #3 to the Articles of Incorporation of the Ann Arbor Transportation Authority (AATA) that includes Ypsilanti Township membership.

WHEREAS, the Charter Township of Ypsilanti desires to join the Ann Arbor Area Transportation Authority; and

WHEREAS, Amendment #3 of the Articles of Incorporation of the Ann Arbor Transportation Authority would add the Charter Township of Ypsilanti as an incorporator and give the Charter Township of Ypsilanti a seat on the Board, and provide for other things; and

WHEREAS, the Council of the City of Ypsilanti determines that approval of Amendment #3 of the Articles of Incorporation of the Ann Arbor Transportation Authority is in the best interests of the City of Ypsilanti and the Ann Arbor Area Transportation Authority.

NOW THEREFORE BE IT RESOLVED THAT Amendment #3 of the Articles of Incorporation of the Ann Arbor Transportation Authority, admitting the Charter Township of Ypsilanti to membership, is hereby approved and the City Clerk is directed and authorized to transmit a copy of this resolution to the City of Ann Arbor, the Charter Township of Ypsilanti, and the Ann Arbor Area Transportation Authority.

OFFERED BY: Council Member Murdock

SUPPORTED BY: Council Member Vogt

Council Member Murdock commented that Ann Arbor is taking this issue up next Monday and invited all to attend their meeting.

Mayor Schreiber stated he will support the resolution. He stated that this resolution gives another step to the County in becoming a part of an area authority.

On a roll call the vote to approve Resolution No. 2013-208 was as follows:

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

VOTE:

Yes: 7 No: 0 Absent: 0 Vote: Carried

3. Resolution No. 2013-204, approving resident 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>
Sally Lusk (reappointment) 1111 W. Clark Rd. Ypsilanti, MI 48197	Ethics Board	10/16/2018
Tyler Weston (open) 302 N. Grove Ypsilanti, MI 48198	YDDA	7/7/2017
Ben Elmgren (open) 230 W. Michigan Avenue #1 Ypsilanti, MI 48197	Human Relations	2/6/2016

OFFERED BY: Council Member Murdock

SUPPORTED BY: Council Member Robb

Mayor Pro-Tem Richardson asked what happened to Tyler Weston?

Council Member Murdock answered he removed him from the resolution.

Mayor Schreiber explained why he nominated him and requested that City Council put his name back on.

Council Member Murdock stated he sent a note requesting Tyler Weston's removal for two reasons. The first reason was the appointments that were chosen did not create collectively a DDA that was ideal. He said that the resolution that was done back in 2009 requires membership to be equally divided between both old districts. He said that the appointments would leave only two representatives, Mr. Hill and Ms. Parker and the other five representatives were for the Depot Town and West Cross area and three were non-affiliated which is contrary to the resolution. Council Member Murdock then stated that the second reason was based on the issue of diversity which has come up in past council meetings and DDA meetings in discussion of the DDA appointments. He said the last appointments to the DDA have been all white males despite the fact that there are several African-American business owners in the downtown area. He stated that the female appointments have shrunk as well. He stated that the opportunity to diversify the DDA board is now since there are four vacancies. He said this is a chance to balance it out.

Mayor Schreiber responded that he did not just consider Mr. Weston as a representative for Depot Town but for the Depot Town, Downtown and the surrounding area as he has a business interest within the community. He then said that he was working on diversity in the appointments however he was getting a lot of no's as people are busy and working harder; which is effecting the volunteers for the Boards and Commissions. He said that he personally walked the streets of Depot Town talking to the business owners. He said that there is a need to have two members on the DDA in order to meet the minimum State requirement. He stressed that if Council did not appoint one of the two nominees' there would be a YDDA shut down.

Mayor Pro-Tem Richardson agreed with Mr. Heikennan's comments that downtown representation and diversity is needed on the Board. She added that there are some black businesses downtown and asked Mayor Schreiber if he had reached out to them. She said she is willing to reach out to them.

Mayor Schreiber stated there is another seat available and he is pursuing a downtown person of color. He said he would have nominated him tonight but he is waiting for confirmation.

Mayor Pro-Tem Richardson stated she is willing to help recruit.

Council Member Moeller asked if board members have to live in Ypsilanti and suggested the Dean of the EMU Business School.

Mayor Schreiber indicated he had spoken with the Dean and he hadn't got back to him yet. He said he is considering him for another commission. .

Council Member Murdock responded to Mayor Schreiber's comment regarding the YDDA shutdown for lack of minimum appointees and stated that the resolution accounts for 10 members plus the Mayor and currently that is what it is, however because two vacancies have not been filled does not constitute an incomplete board, statutorily.

On a roll call the vote to approve Resolution No. 2013-204 was as follows:

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

VOTE:

Yes: 7 No: 0 Absent: 0 Vote: Carried

4. Resolution No. 2013-205, approving non-resident appointment to the Ypsilanti Downtown Development Authority.

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>
Mark Teachout (open) 974 N. Prospect Rd. Ypsilanti, 48198	YDDA	7/7/2014

OFFERED BY: Council Member Moeller
SUPPORTED BY: None

Council Member Murdock said he would like this resolution removed because he would like to see a better mix on the Board. x.

Council Member Moeller expressed no objection.

The motion died for lack of support.

XV. LIASON REPORTS -

- A. SEMCOG Update - none
- B. Washtenaw Area Transportation Study – meeting tomorrow
- C. Washtenaw Metro Alliance - none
- D. Urban County - none
- E. Freight House - none

XVI. COUNCIL PROPOSED BUSINESS –

Richardson

- Suggested a future joint meeting with Ann Arbor City Council
- Announced an event on November 10th at Emmanuel Lutheran Church
- Announced a fundraiser event on November 1st at 6:00 p.m. sponsored MBC-LEO at Eagle Crest Marriot. Tickets are \$40 per person.

Robb

- Commented that the City's calendar still shows furlough days and asked it be changed.
- Inquired about how street lights out are reported
- Asked when the Events policy is coming back to Council

Moeller

- Commented on her visit to the Ypsilanti Township Board meeting and how audience participation was more open where speakers felt it was easier to speak. She asked how can the City set rules to make audience participation more welcoming.

Mayor Schreiber stated that the rules were set at the organizational meeting. He went on to give the history as to why the language was introduced, He stated that prior to his term as Mayor the council meetings were not very nice and the audience members would verbally attack Council Members and the City Manager. He said that since the attacks were not related to their actual

function, Council came up with language to control that. In his opinion, he said the language made the environment more encouraging.

Mayor Pro-Tem Richardson added that some Council Members were fearful when speakers raised their voices.

Vogt

- Stated that he feels the audience participation rules are appropriate and that the Mayor states them appropriately. He said Council cannot control what everyone thinks.

Jefferson

- Reported that there are a lot of holes in the curb at 106 Ainsworth
- Reported that the stump has been removed at 301 S. Washington and the area filled with sand.
- Stated that there is a new pothole on Harriet Street right at Perry School.
- Stated he would like to review the application and documents for a marijuana dispensary at 539 S. Huron.

XVII. COMMUNICATIONS FROM THE MAYOR –

- Received an email from a member of the Washtenaw County Democratic Party requesting City Council buy a quarter page ad in the booklet for the upcoming dinner. Cost is \$200, approximately \$28.57 per Council Member.

The Mayor said he would arrange for the ad and Council Member Robb volunteered to provide the ad with updated Council information

Nominations:

Ypsilanti Housing Commission
Clarence Hollifield
361 Worden
Ypsilanti, MI 48197
Term Expires: 12/31/2014

Ypsilanti Housing Commission
Valerie Bieberich (replacing Deborah Strong)
318 Washtenaw Ave.
Ypsilanti, MI 48197
Term Expires: 12/31/2018

Nominated Clarence Hollifield and Valerie Bieberich to the Ypsilanti Housing Commission. The Mayor stated that Mr. Hollifield is filing an open position and Ms. Bieberich will be replacing Deborah Strong at the end of her term in December of this year. He stated that Ms. Strong won't be reappointed and has been on the Housing Commission for 25 years. He said a resolution honoring her is forthcoming.

XVIII. COMMUNICATIONS FROM THE CITY MANAGER –

Manager Lange made the following comments:

- Reported on his attendance at the Michigan Municipal League Annual Conference where they discussed redevelopment of the downtown of Detroit in spite of their bankruptcy. He did a tour of the Midtown. Described his term winning urbanism which is transit development, bus

and rail in particular, and mixed used development (housing, retail, and office), DENTS development, river amenities

- Attended the Municipal Employee Retirement System with Kim Jones as the union representative. It will be in Detroit next year.
- Attended the Northwestern Ohio Passage Railroad where they have a speaker about railroad problems and the head of MDOT, chairman of the board of Amtrak, and a former mayor.
- Reported there were 34 applicants for Police Chief (one internal applicant). Will not fill Deputy Police chief position at the moment.
- Hiring two police officers who should begin at the end of October if they pass tests and background checks and two more by mid-November. They go through 4 month field orientation and one year probation.

Mayor Pro-Tem Richardson asked that new hires place an emphasis on community policing.

Council Member Jefferson recommended hiring a Deputy Chief

- Hiring two firefighters that should start by Mid-December. Promoted Firefighter Jameson to Lieutenant.
- Reviewed ordinance about pension for command officers. Change minimum to 16 in Fire Department.
- Way-finding sign project is funded, The DDA will be looking for bids.
- Special thanks for those who helped with the road diet project.
- DDA is fully moved in City Hall on third floor.
- 170 streetlights of the 505 have been installed.
- Audit is finished. City did well on budget , much better than anticipated.
- Reported he had received good feedback on his performance from City Council
- Reported that the city will not be extending the contract with Waste Management until more research is done
- Commented on the insurance of Tier 2 employees
- Biweekly fire and police department overtimes reports are being worked on. Stated that with new hires overtimes should decrease.
- Update on Police and Fire – 30 applicants, 1 interoffice.
- Deputy Chief Tony DeGiusti has been appointed temporary police chief. Will not fill deputy chief vacancy
- Reported on police hiring. 2 officers coming aboard, just need psychology and physical exams and 2 more by mid November.

- A community panel for selection of the police chief was discussed. police chief.

XIX. AUDIENCE PARTICIPATION -

XX. REMARKS FROM THE MAYOR –

XXI. CLOSED SESSION –

Closed Session to discuss attorney/client privilege – OMA Section 15.268(e)

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

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

VOTE:

Yes: 7 No: 0 Absent: 0 Vote: Carried

XXII. ADJOURNMENT –

A. Resolution No. 2013-209, 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 closed session at 10:37 p.m.



Resolution No. 2013 – 211
November 5, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2013-212, confirming redevelopment communities recertification priorities
2. Resolution No. 2013-213, approving appointments to Boards and Commissions.
3. Resolution No. 2013-214, approving Mutual Aid Box Alarm System (MABAS) Inter-local Agreement.
4. Resolution No. 2013-215 , approving amendment to LDFA agreement.
5. Resolution No. 2013-216 approving contract agreement with State of Michigan Department of Natural Resources for the development of the Ypsilanti River's Edge linear park and trail.
6. Resolution No. 2013-217, authorizing the City Treasurer to levy and access on the December 2013 tax roll special assessments for unpaid bills.
7. Resolution No. 2013-218, approving purchase of property located at 220 N. Park Street (Boys and Girls Club).
8. Resolution No. 2013-228, approving Worker's Compensation Contract.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
November 5, 2013

From: Teresa Gillotti, Director of Community and Economic Development
Subject: Redevelopment Ready Communities report

Background

In December of 2012, Jennifer Rigterink of the Michigan Economic Development (MEDC)'s Redevelopment Ready Communities program presented on the program, the best practices and the certification process.

Since then, Planning and Building staff have worked with the MEDC on review of practices, policies and procedures to recertify the City of Ypsilanti as a Redevelopment Ready Community through the State's reinvigorated Certification Program.

Ms. Rigterink will be presenting the results of the review along with the recommendations for improvement, and next steps toward the RRC certification process.

Attached is a resolution indicating City Council's support of moving forward with the improvements, documentation and best practices that will allow the City of Ypsilanti to be the first community in the state to receive the MEDC certificate in the renovated program.

RECOMMENDED ACTION: Approval

ATTACHMENTS:

- Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2013 - 212
November 5, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Michigan Suburbs Alliance (MSA) originally launched the Redevelopment Ready Communities (RRC) program in southeast Michigan in 2003 to educate and improve existing processes for redevelopment in established communities in SE Michigan; now the Michigan Economic Development Corporation (MEDC) is building upon the foundation MSA created and is expanding the program to be statewide; and,

WHEREAS, the mission of the MEDC is to market Michigan and provide the tools and environment to drive job creation and investment; and,

WHEREAS, the City MEDC is committed to assisting communities in maintaining and attracting development and redevelopment, which will improve the economic vitality , eliminate blighting influences, and develop underutilized properties, and,

WHEREAS, the City MEDC promotes community planning and public participation as one of the foundations of redevelopment, and,

WHEREAS, the RRC program was created to identify best practices for redevelopment and create a system for communities who adopt those practices; it is the first of its kind in the country; and,

WHEREAS, the City of Ypsilanti has been selected to participate in the RRC program; and,

WHEREAS, communities must develop and meet various standards and requirements to become certified under this project.

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council has reviewed these standards and requirements and has elected to participate in the program that will improve the economic development process that will allow the steps for redevelopment to become more efficient, cost effective, decrease the approval timeframe and decrease risk for all participating stakeholder and citizens; and

FURTHER, that the City of Ypsilanti commits to the participation in the program and the initial adopting and implementation of the standards.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2013 –213
November 5, 2013

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 EXPIRATION</u>
Clarence Hollifield 361 Worden Ypsilanti, MI 48197	Ypsilanti Housing Commission	12/31/2014
Valerie Bieberich (replacing Deborah Strong) 318 Washtenaw Ave. Ypsilanti, MI 48197	Ypsilanti Housing Commission	12/31/2018

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
(Friday October 18, 2013)

To: Mayor and Council

From: Chief Max Anthouard

Subject: Mutual Aid Box Alarm System (MABAS) Interlocal Agreement and Resolution

What is MABAS?

MABAS is a user-driven system designed to streamline the requesting and providing of emergency and fire services resources across Michigan and the Great Lakes Region for events such as major fires, train derailments, tornadoes, hazardous materials incidents, wild fires, domestic or foreign terrorism and other events that may overwhelm a local fire department.

Michigan joins several Midwest states that have implemented the MABAS program. Currently, there are Twelve MABAS divisions in Michigan covering the state's Emergency Management Regions: 1, 2, 3, 5, and 6. Within these regions there are 150 member fire departments, an Urban Search and Rescue Task Force, Hazardous Material Response Teams and an Incident Management Team. Several more divisions are in the process of forming.

MABAS Adoption by Local Governments

The MABAS-MI Agreement is an intergovernmental agreement which must:

- 1) Be approved by a resolution of the governing body of each participating government agency.
- 2) Be signed by the appropriate elected official from each participating government agency.
- 3) Be filed with the secretary of state prior to its effective date.

RECOMMENDED ACTION: (Approval)

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: 11-5-2013

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2013 -214
November 5, 2013

**A RESOLUTION FOR APPROVAL OF THE CITY OF YPSILANTI
FIRE DEPARTMENT TO PARTICIPATE IN THE WASHTENAW
COUNTY MUTUAL AID BOX ALARM SYSTEM DIVISION**

WHEREAS the City of Ypsilanti has the power, privilege and authority to maintain and operate a fire department providing fire protection, fire suppression, emergency medical services, technical rescue, hazardous incident response, and other emergency response services ("Fire Services"); and

WHEREAS, Fire Services can further be improved by cooperation between political subdivisions during times of public emergency, conflagration or disaster ("Incidents"); and

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501 et seq. (the "Act"), permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common and which each might exercise separately; and

WHEREAS, the City of Ypsilanti desires to enter into an inter-local agreement, pursuant to the Act, to further improve Fire Services; and

WHEREAS, the Mutual Aid Box Alarm System (MABAS), is a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency mutual aid response; and

WHEREAS, as a result of entering into an inter-local agreement to further improve Fire Services, the Parties are creating the Washtenaw MABAS Division; and

WHEREAS, Washtenaw MABAS Division has the authority to execute this agreement pursuant to resolution of its governing body; and

WHEREAS, the City of Ypsilanti desires to commit personnel and equipment to another Party if deemed reasonable upon the request of another Party; and

NOW, THEREFORE BE IT RESOLVED that the City of Ypsilanti finds it is the best interest of its citizens, from a safety and fiscal standpoint, to enter into the Inter-local Agreement - MABAS Division, and agrees to appoint one member to the MABAS Executive Board.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



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

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

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

Jesse O'Jack ~ Of Counsel  
William F. Anhut ~ Of Counsel – Retired  
Jane A. Slider ~ Legal Assistant

**REQUEST FOR LEGISLATION**

DATE: October 29, 2013

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Amendment of agreement between the city of Ann Arbor and the city of Ypsilanti for creation of a Local Development Finance Authority

**SUMMARY/BACKGROUND**

The city of Ann Arbor and the city of Ypsilanti created a joint Local Development Finance Authority (LDFA) by written agreement effective June 27, 2002. Ann Arbor desires to amend the agreement to provide that the Ann Arbor Council member shall serve a four year term, subject to annual confirmation and the limit of one four year term be removed.

Ann Arbor approved the change in language some time ago. The attached resolution will make the change in the agreement complete with approval of the Ypsilanti City Council.

ATTACHMENTS: Proposed Resolution to approve amendment to LDFA agreement

RECOMMENDED ACTION: Adoption of the resolution.

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DATE RECEIVED: \_\_\_\_\_ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF: \_\_\_\_\_ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:

S:\Clerk's Office\CITY COUNCIL MEETINGS\CITY COUNCIL MEETINGS\2013 City Council Meetings\11-05-13\LDFA\1-Request for Legislation amend agreement 102913.doc



Resolution No. 2013-215  
November 5, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI :

That Amendment Number One to Agreement Between the City of Ann Arbor and the City of Ypsilanti Creating a Local Development Finance Authority pursuant to PA 281 of 1986 (as amended) is approved and the Mayor and City Clerk are authorized to sign the amendment to change Article 1 (d) of the agreement to read:

1. Governing Board; Terms and Appointment.

(d) Except as provided in this Section 1 for the initial appointments to the Board, members of the Board appointed under Section 1(a), (b) and (c), except the City of Ann Arbor Council member, shall serve terms of four (4) years. The City of Ann Arbor Council member shall be appointed to a 4-year term subject to annual confirmation consistent with the process for appointment of Council members to authorities, boards and commissions, which appointment shall cease if he/she ceases to be a member of the City of Ann Arbor Council. Upon expiration of a member's term, the member appointed under Section 1(a) (b) and (c) shall continue serving as a member of the Authority Board until resignation or the appointment of their successor, except that no member, except the City of Ann Arbor Council member, shall continue serving more than ninety (90) days after expiration of his or her term. The City of Ann Arbor Council member shall serve at the pleasure of the City of Ann Arbor Council and shall be appointed or removed consistent with the process for appointment of Council members to authorities, boards and commissions. ~~No member shall serve more than one complete four (4) year term.~~

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:

**AGREEMENT**  
**BETWEEN CITY OF ANN ARBOR**  
**AND**  
**CITY OF YPSILANTI**  
**COUNTY OF WASHTENAW, MICHIGAN**  
**CREATING A LOCAL DEVELOPMENT FINANCE AUTHORITY**  
**PURSUANT TO PA 281 OF 1986 (AS AMENDED)**

The City of Ann Arbor ("Ann Arbor") and City of Ypsilanti ("Ypsilanti"), both located in Washtenaw County, Michigan, collectively known as 'The Parties' enter into this agreement, pursuant to Public Act 281 of 1986, as amended, effective June 27, 2002.

**Premises:**

Having determined that it is in the best interest of the residents of their respective communities, and in an effort to eliminate the conditions of unemployment, underemployment and joblessness, and to promote economic growth in Ann Arbor and Ypsilanti, the governing bodies of the Parties have acted to establish a multi-jurisdictional local development finance authority pursuant to Act 281 of the Public Acts of Michigan of 1986 ("PA 281") as amended, and to designate an authority district (the "District"). The local development finance authority has been named "Local Development Finance Authority of the City of Ann Arbor and City of Ypsilanti." (The "Authority"). The Authority is established for the purpose of enabling the implementation of the SmartZone designation awarded by the Michigan Economic Development Corporation to each community jointly.

Therefore, the Parties agree to the following:

1. Governing Board; Terms and Appointment: The governing body of the Authority ('Board') shall consist of, nine (9) voting members, appointed in the following manner:
  - a. The City Council of the City of Ann Arbor shall appoint six (6) members of the Authority Board, two (2) of which shall be appointed to terms ending June 30, 2003; two (2) on June 30, 2004, and two (2) on June 30, 2005. One of the City of Ann Arbor appointments shall be a Councilmember.

- b. The City Council for the City of Ypsilanti shall appoint three (3) members of the Authority Board, one (1) of which shall be appointed to a term ending June 30, 2003; one (1) on June 30, 2004, and one (1) on June 30, 2005.
- c. The Board shall appoint two (2) ex-officio non-voting members consisting of a representative from the MEDC and a representative from the Accelerator. In addition, the Board may appoint other ex-officio non-voting members for the Board.
- d. Except as provided in this Section 1 for the initial appointments to the Board, members of the Board appointed under Section 1(a), (b) and (c) shall serve terms of four (4) years. Upon expiration of a member's term, the member appointed under Section 1(a) (b) and (c) shall continue serving as a member of the Authority Board until resignation or the appointment of their successor, except that no member shall continue serving more than ninety (90) days after expiration of his or her term. No member shall serve more than one complete four (4) year term.
- e. An appointment to fill a vacancy shall be made in the same manner as the original appointment. An appointment to fill an unexpired term shall be for the unexpired portion of the term only.

## **2. Governing Board; Terms and Removal:**

- a.
  - a. Subject to notice and an opportunity to be heard, a member of the Board appointed pursuant to Section 1 (above) may be removed by the governing body appointing the member before the expiration of his or her term for cause as defined in the by-laws of the Board. Removal of a member appointed pursuant to Section 1 (above) is subject to review by the circuit court.
- b. The Board shall notify the appropriate governing body of a Party regarding the expiration of the term of each voting member of the Board appointed by the Party. This notice shall be provided to the appropriate governing body of the Party at least Sixty (60) days prior to the expiration of the voting member's term.

## **3. Minutes and By Laws**

- a. The approved minutes of the meetings of the Board shall be furnished by the Board on a timely basis to the governing bodies of each of the Parties and every quarter the Board shall submit a written quarterly report of the status of the Authority's activities and finances to the governing body of each Party.
- b. The first by-laws shall be approved by both governing bodies. Any subsequent amendments to the by-laws, after approval by the Board, shall be provided to both governing bodies of the Parties and unless objected to by at least one of the governing

bodies of the Parties within thirty (30) days of the Parties receipt of the proposed amendment shall become effective.

4. Budget, Financial Records of the Authority, Audit: The Authority shall annually prepare and submit for the approval of the Board a budget for the operation of the Authority for the ensuing fiscal year. The budget shall be prepared in the manner and contain the information generally required of the municipal departments of the Parties. Said budget shall be in conformance with the SmartZone plan, and consistent with the annual plan of the SmartZone for that year. Before the Board may adopt the budget, the governing bodies of the Parties shall approve it, with each governing body limited to approval of that portion of the budget that utilizes tax increment financing funds collected within their community. No funds shall be expended outside the community in which they are collected. The Board shall submit financial reports to the Parties at the same time and on the same basis as required of municipal departments. The Authority shall be audited annually by the City of Ann Arbor's independent auditor until the City of Ypsilanti begins contributing revenue. When the City of Ypsilanti begins contributing revenue, the Authority shall be audited by the City of Ypsilanti's auditor every other year and the City of Ann Arbor's auditor during the other years. All expense items of the Authority shall be publicized annually and records of the Authority shall be open to the public pursuant to the provisions of the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, as amended.
5. Dissolution of the Authority: The Authority may be dissolved and this agreement may be terminated as provided in this Section. The Authority may be dissolved at any time by resolution of either Party after written notice is given to the other Party at least thirty (30) days prior to such action being taken. This written notice shall be given to the other parties' City Administrator and City Clerk. In addition, however, the governing bodies of the parties are expressing their intent to dissolve the Authority on July 1, 2004 unless the Authority has successfully implemented the Tax Increment and Financing Plan for the Ann Arbor/Ypsilanti Smart Zone. Prior to dissolution at any time becoming effective, all expenses and liabilities of the Authority must be paid. Thereafter, the Authority shall distribute and convey all real property rights and interests owned by the Authority between the Parties on the basis of the location of the real property. All other tangible and intangible assets of the Authority other than unexpended tax increment revenues shall be distributed and conveyed by the Authority between the Parties on a pro-rate basis based, over the period of the Authority captured tax increment revenues, on the aggregate captured values of property located in each city that was subject to the Authority's tax increment financing plan for purposes of determining tax increment revenues. All unexpended and unencumbered tax increment revenues of the Authority upon dissolution shall be remitted to each taxing jurisdiction in proportion to their millage subject to capture.
6. Governing Law: This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
7. Severability: If any court of competent jurisdiction shall rule any clause of this Agreement

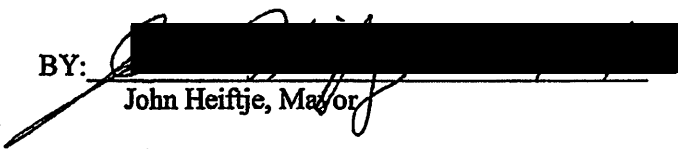


invalid or unenforceable, the invalidity or enforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

IN WITNESS WHEREOF, the Parties have caused this LDFA Agreement to be duly executed as of the date first written above.

CITY OF ANN ARBOR  
100 North Fifth Avenue  
Post Office Box 8647  
Ann Arbor, Michigan 48107-8647

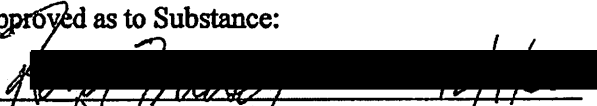
Date: \_\_\_\_\_

BY:   
John Heiftje, Mayor

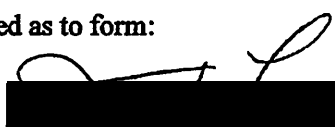
Date: \_\_\_\_\_

   
Kathleen Root, City Clerk

Approved as to Substance:

  
Roger Fraser, City Administrator Date

Approved as to form:

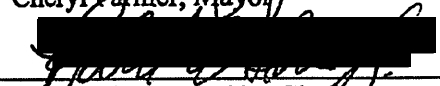
  
~~Abigail Elias, City Attorney~~ Date  
Jendo ~~City Attorney~~

CITY OF YPSILANTI  
One South Huron St.  
Ypsilanti, Michigan 48197

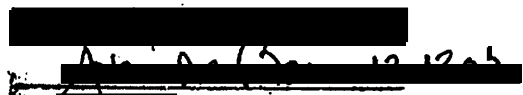
Date: 12-12-02

BY:   
Cheryl Farmer, Mayor

Date: 12-12-02

BY:   
Robert Slone, Jr., City Clerk

Approved as to form:

  
M. Barr  
Ypsilanti City Attorney

invalid or unenforceable, the invalidity or enforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

IN WITNESS WHEREOF, the Parties have caused this LDFA Agreement to be duly executed as of the date first written above.

CITY OF ANN ARBOR  
100 North Fifth Avenue  
Post Office Box 8647  
Ann Arbor, Michigan 48107-8647

Date: \_\_\_\_\_

BY: [Redacted Signature]  
John Heiftje, Mayor

Date: \_\_\_\_\_

BY: [Redacted Signature] [Redacted Signature]  
Kathleen Root, City Clerk

Approved [Redacted Signature]  
[Redacted Signature]  
Roger Fraser, City Administrator Date

[Redacted Signature] to form:

[Redacted Signature]  
Jerold Lax, Interim City Attorney Date

CITY OF YPSILANTI  
One South Huron St.  
Ypsilanti, Michigan 48197

Date: 12-12-02

BY: [Redacted Signature]  
Cheryl Farmer, Mayor

Date: 12-12-02

BY: [Redacted Signature]  
Robert Slone, Jr., City Clerk

Approved as to form:

APPROVED AS TO FORM

[Redacted Signature]  
John M. Bari  
Ypsilanti City Attorney

**NOW THEREFORE**, the Michigan Department of Treasury by its State Treasurer, ratifies, confirms and agrees by this instrument to accept and approve, the Capture under the following terms and conditions:

1. The Washtenaw Certified Technology Park shall be allowed to capture fifty percent (50%), of the amounts levied by the State pursuant to the state education act, Public Act 331 of 1993, being MCL 211.901 to 211.906, and local and intermediate school districts for a period of fifteen (15) years for levies imposed on or after January 1, 2001, on the basis of an initial taxable value determined as of December 31, 2001, for all purposes and in those amounts as detailed in the TIFP and authorized under the Act.

Signed on behalf of the Michigan Department of Treasury this \_\_\_\_ day of \_\_\_\_\_, 2002

**MICHIGAN DEPARTMENT OF TREASURY**

By: \_\_\_\_\_  
Douglas B. Roberts  
State Treasurer

This ratification is agreed to and accepted this \_\_\_\_ day of \_\_\_\_\_, 2002 in full compliance with Section 2 of Public Act 281 of 1986, as amended, being MCL 125.2151 et seq.

**THE LOCAL DEVELOPMENT  
FINANCE AUTHORITY**

By: \_\_\_\_\_  
Chair

The CITY OF ANN ARBOR

By: \_\_\_\_\_  
John Hieftje, Mayor  
By: \_\_\_\_\_  
Kathleen M. Root, City Clerk

Approved as to Substance

\_\_\_\_\_  
Roger W. Fraser

\_\_\_\_\_  
Jerold Lax, Interim City Attorney

The CITY OF YPSILANTI

By: \_\_\_\_\_  
Cheryl C. Farmer, Mayor

By: \_\_\_\_\_  
Robert Sibley, City Clerk

**APPROVED AS TO FORM**

\_\_\_\_\_  
John M. Barr  
Ypsilanti City Attorney

AMENDMENT NUMBER ONE TO AGREEMENT  
BETWEEN  
THE CITY OF ANN ARBOR AND CITY OF YPSILANTI  
  
CREATING A LOCAL DEVELOPMENT FINANCE AUTHORITY  
PURSUANT TO PA 281 OF 1986 (AS AMENDED)

The City of Ann Arbor ("Ann Arbor") and the City of Ypsilanti ("Ypsilanti"), Michigan municipal corporations, both located in Washtenaw County, Michigan agree to amend the Agreement creating the Local Development Finance Authority of the City of Ann Arbor and City of Ypsilanti executed by the parties effective June 27, 2002, as follows:

- 1) Article 1(d), is amended to read as follows:
  - (d) Except as provided in this Section 1 for the initial appointments to the Board, members of the Board appointed under Section 1(a), (b) and (c), except the City of Ann Arbor Council member, shall serve terms of four (4) years. The City of Ann Arbor Council member shall be appointed to a 4-year term subject to annual confirmation consistent with the process for appointment of Council members to authorities, boards and commissions, which appointment shall cease if he/she ceases to be a member of the City of Ann Arbor Council. Upon expiration of a member's term, the member appointed under Section 1(a) (b) and (c) shall continue serving as a member of the Authority Board until resignation or the appointment of their successor, except that no member, except the City of Ann Arbor Council member, shall continue serving more than ninety (90) days after expiration of his or her term. The City of Ann Arbor Council member shall serve at the pleasure of the City of Ann Arbor Council and shall be appointed or removed consistent with the process for appointment of Council members to authorities, boards and commissions. ~~No member shall serve more than one complete four (4) year term.~~

All terms, conditions, and provisions of the original agreement between the parties unless specifically amended above, are to apply to this amendment and are made a part of this amendment as though expressly rewritten, incorporated, and included herein.

Dated this \_\_\_\_\_, 200\_\_.

**For City of Ann Arbor**

By \_\_\_\_\_  
John Heiftje, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to form and content**

**Approved as to substance**

\_\_\_\_\_  
Stephen K. Postema, City Attorney

\_\_\_\_\_  
Steven Powers, City Administrator

\_\_\_\_\_  
Service Area Administrator Name

**For City of Ypsilanti**

By \_\_\_\_\_

By \_\_\_\_\_



REQUEST FOR LEGISLATION  
November 5, 2013

From: Teresa Gillotti, Planner II

Subject: River's Edge Linear Park and Trail Agreement, Michigan National Resources Trust Fund Grant (2012)

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**SUMMARY & BACKGROUND:**

In cooperation with Washtenaw County Parks and Recreation Commission, the City of Ypsilanti successfully applied for and received a 2012 grant from the Michigan Natural Resources Trust Fund to construct linear park, non-motorized trail and fishing pier and overlook adjacent to the Huron River for the extent of the Water Street Redevelopment Area, ultimately connecting to Grove Road.

This linear park and trail will pick up where the 2011 NRTF bridge and trail project ends, approximately 100 feet from Michigan Avenue. WCPRC is working with Mannik & Smith Group on the trail design in conjunction with City staff. Both grant-funded projects are expected to be bid out together and constructed in the spring/summer of 2014.

**Natural Resources Trust Fund Grant**

The City applied for and received a 2012 Natural Resources Trust Fund Grant in the amount not to exceed \$300,000 for the development of the Heritage Pedestrian Bridge by August 1, 2015.

The contract with the NRTF does continue an existing obligation of the City to "long-term obligation to commit the project area to public outdoor recreation in perpetuity." The project area, to be the boundary of the bridge and related trail, will need to stay in public outdoor use. If not, a similar area and use would have to be provided elsewhere in the City limits.

As noted in the attached contract, the required matched of at least \$292,000 is required for the grant, and any additional costs would be incurred locally. The construction project discussed in the grant is the construction of the trail, fishing pier, overlook and related landscaping. The grant is a reimbursement grant to be administered by the City of Ypsilanti.

**RECOMMENDED ACTION:** Approval

**ATTACHMENTS:**

- WCPRC commitment letter
- NRTF agreement between City and State of Michigan Department of Natural Resources
- Resolution – NRTF contract

- Linear park and trail concept plan

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CITY MANAGER APPROVAL: \_\_\_\_\_

AGENDA DATE: 11-5-13

CITY MANAGER COMMENTS: \_\_\_\_\_

FINANCE DIRECTOR APPROVAL: \_\_\_\_\_



Resolution No. 2013 - 216  
November 5, 2013

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

WHEREAS, The City of Ypsilanti, Michigan does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the City of Ypsilanti does hereby specifically agreement but not by way of limitation as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide \$300,000) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council approves the attached contract with State of Michigan Department of Natural Resources for the development of the Ypsilanti River's Edge Linear Park and Trail.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:

NO:

ABSENT:

VOTE:





## ***Washtenaw County Parks and Recreation Commission***

### **A RESOLUTION AUTHORIZING THE DIRECTOR OF THE PARKS AND RECREATION COMMISSION TO PROVIDE MATCHING FUNDS FOR A 2012 MICHIGAN NATURAL RESOURCES TRUST FUND GRANT APPLICATION TO THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

MARCH 6, 2012

WHEREAS, the extension of the Border to Border Trail is of the highest priority of the Washtenaw County Parks and Recreation Commission; and

WHEREAS, there is a gap in the Border to Border trail between Michigan Avenue and Grove Road in Ypsilanti; and

WHEREAS, the project is recommended by the Washtenaw County Greenways Advisory Committee; and

WHEREAS, the City of Ypsilanti is submitting a Natural Resources Trust Fund grant application and has invited the Parks and Recreation Commission to be project partner; and

WHEREAS, the Parks and Recreation Commission seeks to augment its voter approved millage funding with outside financial grant assistance,

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Parks and Recreation Commission agrees to furnish up to \$292,000 (two hundred and ninety-two thousand dollars) as its share of the construction costs of this project, if a Michigan Natural Trust Fund grant, administered by the Michigan Department of Natural Resources, is awarded to the City of Ypsilanti.

Resolution moved by: Jan Anschuetz

supported by: Barbara Levin Bergman

Passed with 9 aye votes recorded and 0 nay votes recorded.

[Redacted Signature] 3/6/12  
Nelson Meade, Secretary (DATE)  
Washtenaw County Parks and Recreation Commission



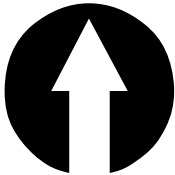
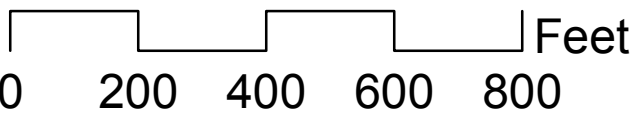
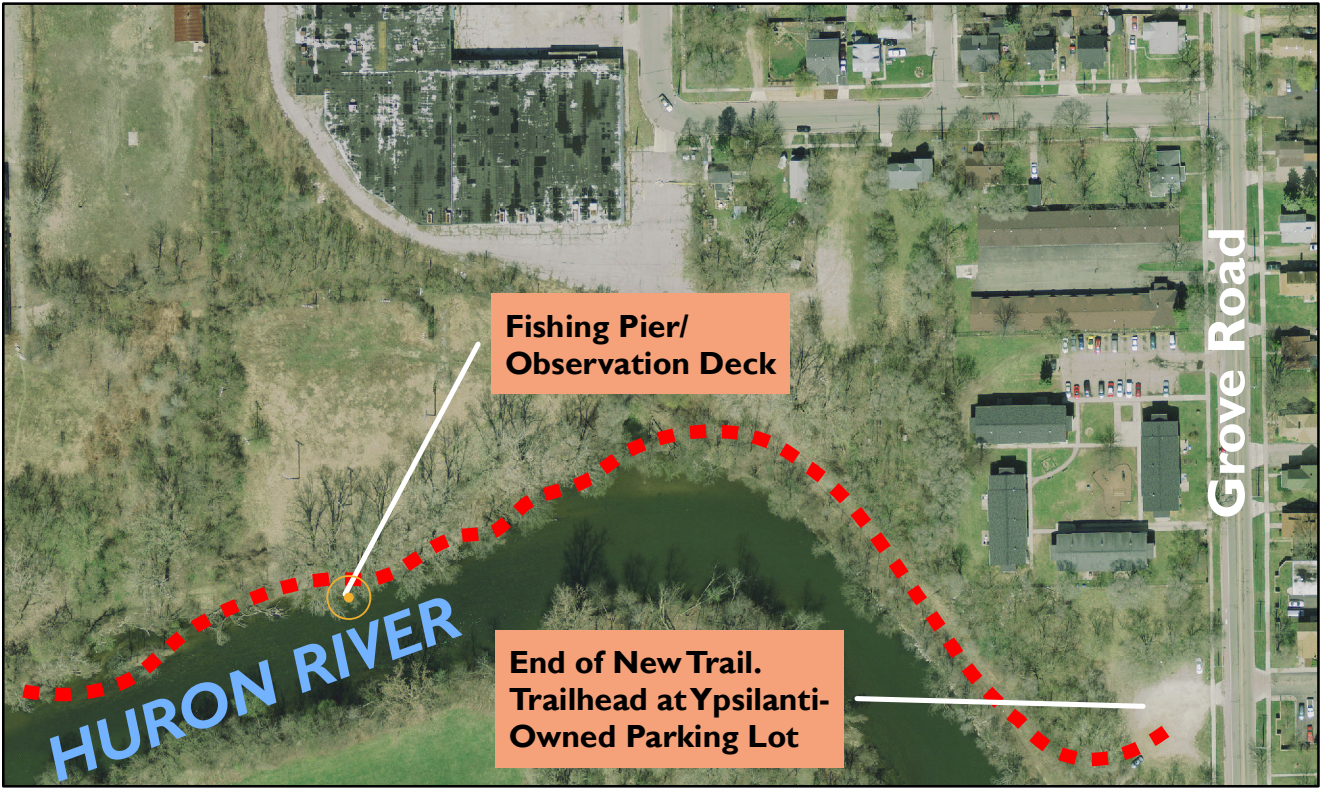
Site Plan Overview



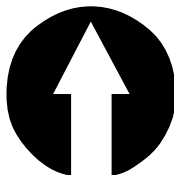
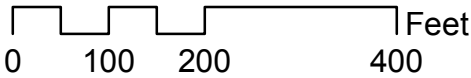
MNRTF 2012 Application  
Border to Border (B2B) Trail  
Michigan Ave. to Grove Road, Ypsilanti, MI

- MNRTF 2011
- MNRTF 2012
- MNRTF 2012 Details
- Project Separate from this Application

Figure I Detail:  
Fishing Pier/Observation Deck and Trailhead



Washtenaw County  
Parks and Recreation Commission  
2010 Aerial: Washtenaw County GIS







**MICHIGAN NATURAL RESOURCES TRUST FUND  
DEVELOPMENT PROJECT AGREEMENT**

**Project Number:** TF12-120

**Project Title:** River's Edge Linear Park and Trail Development

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the **CITY OF YPSILANTI IN THE COUNTY OF WASHTENAW** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In PA 9 of 2013, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by **July 1, 2013**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); and Recreation Grant application bearing the number **TF12-120** (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion is the date of execution by the DEPARTMENT **through March 27, 2015**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management.
  - a. All reports, documents, or actions required of the GRANTEE shall be submitted to the:

MICHIGAN NATURAL RESOURCES TRUST FUND  
GRANTS MANAGEMENT  
MICHIGAN DEPARTMENT OF NATURAL RESOURCES  
PO BOX 30425  
LANSING MI 48909-7925

b. The GRANTEE'S representative for this project is:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

- c. All notices, reports, requests or other communications from the DEPARTMENT to the GRANTEE shall be sufficiently given when mailed and addressed as indicated above. The DEPARTMENT and the GRANTEE may by written notice designate a different address to which subsequent notices, reports, requests, or other communications shall be sent.
4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).
5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C.
- |                       |                             |
|-----------------------|-----------------------------|
| Earthwork and Grading | Site Furniture              |
| Multi-Use Trail       | Interpretive Signage        |
| Outdoor Plaza         | Landscaping and Restoration |
| River Overlook        | Permit Fees                 |
| Site Lighting         | MNRTF Sign                  |
6. The DEPARTMENT agrees as follows:
- a. To grant to the GRANTEE a sum of money equal to **Fifty-One (51%) percent of Five Hundred Ninety-Two Thousand (\$592,000.00) dollars**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Thousand (\$300,000.00) dollars**.
- b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
- i. Payments will be made on a reimbursement basis at **Fifty-One (51%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
- ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the

GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.

- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT engineering staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Two Hundred Ninety-Two Thousand (\$292,000.00) dollars** in local match. This sum represents **Forty-Nine (49%) percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
  - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
  - ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
  - iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for

purchases or services with a value equal to or greater than \$25,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.

- iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$1,000 and \$25,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
  - vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 1990, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.
  - vii. Bury all new telephone and electrical wiring within the project area.
  - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
  - e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
  - f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.

- g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
  - h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
  - i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
  - j. To erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
  - k. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2012** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a written progress report every 180 days during the project period.
  - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
  - c. Submit a complete request for final reimbursement within 90 days of project completion and no later than **June 27, 2015**. If the GRANTEE fails to submit a complete final request for reimbursement by **June 27, 2015**, the

DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.

10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.
12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
  - a. Received a written exemption from the DEPARTMENT before the execution of this Agreement, and
  - b. Received prior written approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated \_\_\_\_\_, and
  - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
  - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.



14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
  - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the BOARD and implementation of mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and fair market value.
  - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the BOARD.
  - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
  - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and

- b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
  - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.
- 19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
- 20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
- 21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
  - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
  - or
  - b. If any portion of the project area is a facility, documentation that Department of Natural Resources-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
- 22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the MNRTF Board with no reimbursement made to the GRANTEE.

23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE the DEPARTMENT, in addition to any other remedy provided by law, may:
  - a. Terminate this Agreement; and/or
  - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
  - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and/or
  - d. Require repayment of grant funds already paid to GRANTEE.
  - e. Require specific performance of the Agreement.
29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and

of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.

30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
33. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
34. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.
35. The Agreement may be executed separately by the parties. This Agreement is not effective until:
  - a. The GRANTEE has signed the Agreement and returned it together with the necessary attachments within 90 days of the date the Agreement is issued by the DEPARTMENT, and
  - b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the \_\_\_\_\_,  
date

\_\_\_\_\_ meeting of the \_\_\_\_\_  
(special or regular) (name of approving body)

**GRANTEE**

SIGNED:

WITNESSED BY:

By \_\_\_\_\_

1) \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

2) \_\_\_\_\_

Date: \_\_\_\_\_

Grantee's Federal ID#  
\_\_\_\_\_

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

SIGNED:

WITNESSED BY:

By \_\_\_\_\_

1) \_\_\_\_\_

Steven J. DeBrabander

Title: Manager, Grants Management

2) \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX A  
LEGAL DESCRIPTION OF THE PROJECT AREA

APPENDIX B  
BOUNDARY MAP OF THE PROJECT AREA

## APPENDIX C

### RECREATION GRANT APPLICATION TF12-120

(incorporated herein by reference)



SAMPLE RESOLUTION  
(Development)

Upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, the following Resolution was adopted:

"RESOLVED, that the \_\_\_\_\_, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the \_\_\_\_\_ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide \_\_\_\_\_ (\$\_\_\_\_\_) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: \_\_\_\_\_

The following nay votes were recorded: \_\_\_\_\_

STATE OF MICHIGAN        )  
                                          ) ss  
COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, Clerk of the \_\_\_\_\_, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the \_\_\_\_\_ at a meeting held \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



October 30, 2013

Frances McMullan  
City Clerk  
1 South Huron  
Ypsilanti, MI 48197

RE: Special Assessments

In accordance with the City Charter Chapter, Special Assessments, Chapter 8.01. Article VIII. I hereby certify that the attached is a true copy of all Special Assessments, which are due and have remained unpaid as of October 30, 2013.

The City Council, at their next meeting, can authorize me to levy these unpaid bills on the December 2013 Tax Roll.

Sincerely,

Kimberly D. Teamer  
City Treasurer



REQUEST FOR LEGISLATION  
November 5, 2013

From: Kimberly D. Teamer, City Treasurer

Subject: Special Assessment

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SUMMARY & BACKGROUND:

Bi-annually, unpaid weed removal, ordinance 624, sidewalk replacement and miscellaneous bills due to the City of Ypsilanti are added to the July/December tax roll.

All bills that remained unpaid for at least 30 days after the billing date are to be added to the July/December tax roll.

Once these items are added to the tax roll, they become a lien on the property in accordance with the City Charter, Special Assessments, Section 8.01 Article VIII.

Further, at tax settlement, in March the County pays the City for any unpaid items. Washtenaw County Treasurer's Office serves as the collection agent for the City.

**Attachments:** Listing of unpaid board ups, trash, weeds removal, ordinance 624's, graffiti, dangerous escrow and inspection, demolition and miscellaneous bills as of October 30, 2013 for the City of Ypsilanti.

**Recommended Action:** City Council authorizes the City Treasurer to levy and assess the unpaid special assessments listed.

RECOMMENDED ACTION: (Approval/Denial)

ATTACHMENTS: (contract, map, letter, etc.)

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CITY MANAGER APPROVAL: \_\_\_\_\_ COUNCIL AGENDA DATE: \_\_\_\_\_

CITY MANAGER COMMENTS: \_\_\_\_\_

FISCAL SERVICES DIRECTOR APPROVAL: \_\_\_\_\_



Resolution No. 2013 - 217  
November 5, 2013

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

Whereas, that, the City Treasurer be authorized to levy and assess on the December 2013 tax roll the attached listing of unpaid bills totaling \$314,554.82

Now therefore be it resolved that the Ypsilanti City Council approve these special assessments.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:

**SPECIAL ASSESSMENT ROLL  
CITY OF YPSILANTI  
2013**

|                       |                      |                     |
|-----------------------|----------------------|---------------------|
| 109:                  | Trash                | 3,915.00            |
| 110:                  | Weed                 | 12,750.00           |
| 112:                  | Rental Inspection    | 3,815.00            |
| 116:                  | Graffiti             | 115.00              |
| 124:                  | Dangerous Escrow     | 11,400.00           |
| 125:                  | Dangerous Inspection | 2,850.00            |
| 126:                  | Leaf Removal         | 150.00              |
| 135:                  | Streetlight          | 277,830.81          |
| 8227:                 | Owen Extension       | 1,729.01            |
|                       |                      |                     |
|                       |                      |                     |
|                       |                      |                     |
|                       |                      |                     |
| <b>Total Specials</b> |                      | <b>\$314,554.82</b> |



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

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

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

Jesse O'Jack ~ Of Counsel
William F. Anhut ~ Of Counsel – Retired
Jane A. Slider ~ Legal Assistant

REQUEST FOR LEGISLATION

DATE: October 25, 2013

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Purchase of property

SUMMARY/BACKGROUND

The city owns the Boys and Girls Club property at 220 N. Park. There is a building on the property. The property is vacant and the city has the property for sale.

The State of Michigan owns a narrow strip of land between the city property and an existing railroad line. City staff recommends acquiring the state property as it will make the city property more valuable. The state is willing to transfer the property to the city for \$1 and \$35 processing fee.

Staff recommends that City Council approve the purchase and authorize the City Manager to complete the transaction.

ATTACHMENTS: Proposed Resolution, purchase documents, aerial view property

RECOMMENDED ACTION: Adoption of the ordinance

DATE RECEIVED: _____ AGENDA ITEM NO. _____

CITY MANAGER COMMENTS:

FOR AGENDA OF: _____ FINANCE DIR. APPROVAL _____

COUNCIL ACTION TAKEN:

S:\Clerk's Office\CITY COUNCIL MEETINGS\CITY COUNCIL MEETINGS\2013 City Council Meetings\11-05-13\Boys N Girls Club\Request for Legislation pur state land 102513.doc



Resolution No. 2013-218
November 5, 2013

RESOLUTION TO AUTHORIZE THE PURCHASE OF STATE LAND ADJACENT TO 220
NORTH PARK STREET, YPSILANTI, MICHIGAN

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:

Whereas the city owns property at 220 North Park Street, Ypsilanti Michigan
and desires to sell the property, and

Whereas the State of Michigan owns a strip of land between 220 North Park
Street and the adjacent railroad, and is willing to sell the land to the city for \$1, and

Whereas staff recommends the purchase of said strip of land, and

Whereas city council finds the purchase in the best interest of the city,

NOW THEREFORE, City Council approves the purchase and authorizes the City Manager
to complete the transaction and sign any and all necessary documents and expend all
necessary funds.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
November 5, 2013

To: Mayor and Council

From: Judi Smith, Human Resources

Subject: Adoption of Workers' Compensation Provider (Midwest Employers Casualty Co.)

City staff is requesting the adoption of Midwest Employers Casualty Company as our Workers' Compensation insurance provider beginning November 1, 2013, and ending October 31, 2014.

In the past, Workers' Compensation Insurance providers were approved administratively by the City Manager. However, this year City Staff is bringing this to Council because the rates have exceeded the limit for which the City Manager may approve.

The City believes we have done our due diligence by seeking quotes from other carriers and finding a carrier that will fit within our financial needs.

RECOMMENDED ACTION: Approval

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: 11-05-13

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2013-228
November 5, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, City Administration of the City of Ypsilanti did obtain quotes for Workers' Compensation Insurance, and

WHEREAS, City Council of the City of Ypsilanti deems it to be in the best interest of the City to obtain Midwest Employers Casualty Company, and

RESOLVED, that the Human Resources Department of the City of Ypsilanti will prepare all First Report of Injury Claim Forms and monitor all Workers' Compensation injuries through Midwest Employers Casualty Company instead of Accident Fund.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council authorizes the Human Resources Department to retain Midwest Employers Casualty Company for the calendar year of November 1, 2013 through October 31, 2014.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

I do hereby certify that the above resolution is a true and correct copy of Resolution 2013-
As passed by the Ypsilanti City Council, at their meeting held on Tuesday, November 5, 2013.

Frances McMullan, City Clerk



Resolution No. 2013-219
November 5, 2013

WHEREAS, the City of Ypsilanti wishes to acknowledge and pay tribute to exceptional individuals that contribute to our community and quality of life; and

WHEREAS, Deborah Strong held bachelors and masters degrees in special education from Eastern Michigan University and was a post-graduate fellow at the Institute for Education Leadership (IEL) in Washington, D.C; and

WHEREAS, Ms. Deborah Strong, was appointed to the Ypsilanti Housing Commission Board of Directors in 1993; and

WHEREAS, Ms. Strong served with distinction for twenty years on the YHC board, spearheading efforts to provide measurable goals and best practices for YHC staff, mentoring other less experienced board members, and, most of all, always putting the needs of the YHC families and children first; and

WHEREAS, Deborah Strong was dedicated to helping disadvantaged families throughout the state of Michigan, serving as Executive Director of the State of Michigan Children's Trust Fund for over nine years and receiving the 2007 Michigan Association of School Administrators' Champion for Children award; and

WHEREAS, in 2001 Ms. Strong testified at the Subcommittee on Select Education for the U. S. House of Representatives, was Teen Advisor for the Ypsilanti Jack and Jill, worked with the Infant Mental Health Association of Michigan, served on the Board of the Student Advocacy Center of Michigan, and served on the MSU Families and Children Together (FACT) Advisory Committee; and

WHEREAS, Deborah Strong died in her Ypsilanti home on October 27, 2013, with her loving family by her side.

NOW, THEREFORE BE IT RESOLVED that the City of Ypsilanti City Council sends our deepest sympathies to the family of Deborah Strong. We are grateful for Deborah Strong's decades of service to children and families in Ypsilanti and throughout the state of Michigan. She will be missed, but her passion and conviction will serve as a role model for others.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2013-220
November 5, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled, "FAMILY DOLLAR PLANNED UNIT DEVELOPMENT" be approved on Second and Final Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

An Ordinance Entitled "FAMILY DOLLAR PLANNED UNIT DEVELOPMENT"

THE CITY OF YPSILANTI ORDAINS:

That the .85 acre property defined in the attached survey included in site plans dated 10-3-13 for the development of a Family Dollar Store

BE REZONED FROM B4, GENERAL BUSINESS AND EO ENTRYWAY OVERLAY, TO PUD, PLANNED UNIT DEVELOPMENT

MADE, PASSED, AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____ DAY OF _____, 2013

FRANCES MCMULLAN, City Clerk

Attest

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

FRANCES MCMULLAN, City Clerk

CERTIFICATE OF ADOPTING

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

FRANCES MCMULLAN, City Clerk

Notice Published: _____

First Reading: October 15, 2013

Second Reading: November 5, 2013

Published: _____

Effective Date: _____



REQUEST FOR LEGISLATION
Nov. 5, 2013

From: Teresa Gillotti, Director of Community and Economic Development

Subject: Family Dollar Planned Unit Development (PUD) agreement and 2nd Extension request for Family Dollar Purchase Agreement

Planned Unit Development Agreement

The details of the Planned Unit Development normally detailed in a PUD agreement. This circumstance is different to previous PUDs that council has approved such as Hamilton Crossing or Peninsular Place. In this case, the City owns the property, and has many details related to the development in the existing purchase agreement. Due to that, this document is less detailed than a normal PUD agreement, but the Purchase agreement is included as an appendix.

The main element of this agreement is related to the monument sign discussion that was brought up by City Council during their Oct. 16 meeting. At that time, council approved the first reading of the Family Dollar PUD rezoning with the removal of the monument sign from the site plan.

Core Resources, on behalf of Family Dollar, contacted staff and suggested that they would remove the monument sign to achieve the City Council's desire of a more urban form, with the condition that if the City ever erected a monument sign, or allowed others to do so on the Water Street redevelopment area, then Family Dollar would be entitled to put up a monument sign as previously depicted. Language reflecting this request (as well as if a multiple party monument sign) has been included in the attached development agreement.

2nd Extension request of Family Dollar Purchase Agreement

As was mentioned at the Oct. 16, 2013 meeting, the governmental approvals/contingency period ends the first week of November. The applicant is requesting two additional extensions, as defined in the purchase agreement. Each extension of 30 days will require payment of \$2,500 non-refundable (but applicable to purchase price).

As to the timeline, the purchaser would like to invoke two 30 day extension periods (until first week of January, 2014) as well as add in an additional 3rd and 4th extension period (of 30 days each) to allow until the first week of March to complete all government approvals and contingency period requirements. This would lead to formal closing by mid-March, with construction expected shortly after.

Recommendation: Approval

ATTACHMENTS:

- Signed Purchase Agreement
- 2nd Amendment to Purchase Agreement

- PUD Agreement
 - Revised site plans (dated 10-28-13)
 - Resolutions adopting
-

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2013 - 221
November 5, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti approved the Planned Unit Development rezoning for the Family Dollar parcel of the Water Street Redevelopment Area; and

WHEREAS, the attached development agreement has been drafted by the City Attorney and reviewed by the developer's attorney and ensures that the use of the property will conform to the approved Planned unit Development and that the site will be developed and maintained in accordance with the approved PUD plan and more substantial purchase agreement;

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council approves the attached Planned Unit Development agreement and,

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

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

FAMILY DOLLAR PLANNED UNIT DEVELOPMENT AGREEMENT

This Family Dollar Planned Unit Development (“FDPUD”) Agreement (the “Agreement”) is by and between **Morning Star Partners, LLC** (“Developer”), whose address is 1404 Vine Street, Cincinnati, Ohio 45202, and **The City of Ypsilanti**, a Michigan municipal corporation (“City”), whose address is One South Huron Street, Ypsilanti, Michigan 48197.

RECITATIONS

City is the fee owner of the property described on the attached and incorporated EXHIBIT A (the “Property”), located in Ypsilanti, Washtenaw County, Michigan, and Developer, or Developer’s assigns, desires to purchase and develop the property described on the attached and incorporated EXHIBIT B (“Family Dollar Property”) for a retail store.

Additional development will occur on the Water Street Redevelopment Area, and is expected to be done through a series of Planned Unit Development (PUD) rezoning which does, or will, affect the Family Dollar Property (the “Water Street Development PUD”).

Now Developer voluntarily proposes additional conditions and rights for the Family Dollar Property. Accordingly, Developer has applied for approval of an amendment to the Ypsilanti Zoning Ordinance. Developer is the developer and proprietor of the FDPUD.

This FDPUD establishes additional rights and conditions that affect the development of the Property and the Family Dollar Property.

For the purpose of confirming the rights and obligations in connection with the improvements, development, and other obligations to be undertaken on the Family Dollar Property, the parties have entered into this Agreement to be effective on the effective date of the City’s Zoning Ordinance rezoning the Family Dollar Property to the Family Dollar Planned Unit Development.

Now, therefore, as an integral part of the rezoning of the Property and approval of the Development on the Property, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

A. Development as FDPUD. The Family Dollar Property shall be developed and improved only in accordance with the following (referred to collectively as the PUD Documents):

1. Article IX_____ of the Ypsilanti Zoning Ordinance, as amended
2. This Family Dollar Planned Unit Development Agreement.
3. Deed restrictions covering all property within the PUD, to be approved and recorded in the manner set forth in this Agreement.
4. Any development agreement covering a larger development area, of which the Family Dollar Development is a part, including but not limited to the Water Street Redevelopment Area.
5. Any and all conditions of the approval of the Ypsilanti City Council and Planning Commission pertaining to the FDPUD as reflected in the official minutes of such meetings.
6. Recordation with the Washtenaw County Register of Deeds office of an affidavit by the owner of the Property on the effective date of the rezoning, approved by the City Attorney, containing the legal description of the Property and the Family Dollar Property, specifying the date of approval of the Family Dollar Planned Unit Development, and declaring that all future development of the Property and Family Dollar Property has been authorized, restricted, and required to be carried out only in accordance with the Ordinance rezoning the Family Dollar Property to the Family Dollar Planned Unit Development.
7. The Ordinance establishing the Family Dollar Planned Unit Development.

Furthermore, all development, use, and improvement of the Family Dollar Property shall be subject to and in accordance with all applicable City ordinances, and shall also be subject to and in accordance with all other approvals and permits required under applicable City ordinances, the FDPUD Documents, and state laws for the respective components of the FDPUD. To the extent that there are conflicts or discrepancies between respective provisions of the FDPUD Documents, or between provisions of the FDPUD Documents and City ordinances, interpretation shall be based on the more strict regulation of the Family Dollar Property and interpretation shall be subject to the reasonable discretion of the Ypsilanti City Council of Trustees.

B. Effect of PUD Approval. The Ordinance rezoning the Family Dollar Property to the Family Dollar Planned Unit Development amends the zoning of the Property and constitutes the land use authorization for the Family Dollar Property, and all use and improvement of the Family Dollar Property shall be in conformity with such Ordinance and this Agreement

C. Signage.

1. In the event the City, or the then current owner of the Property is granted the right to construct a ground sign or monument sign on Michigan Avenue, within the Family Dollar Property, Developer, or its successor and assigns, shall be granted a permit to construct a ground sign as previously denied on October 16, 2013.
2. In the event the City, or the then current owner of the Property is granted the right to construct a multi-tenant ground sign identifying more than one tenant, owner or occupant within the Property, more or less as depicted on EXHIBIT C (the "Multi-Tenant Sign"), Developer, its successors or assigns, shall be granted the right to install a panel within the multi-tenant sign in the upper most panel location and at a size equal to the largest of any other tenant panel.

D. Drives and Parking Lots.

1. City, not Developer, shall pay for the installation, construction, maintenance and repair of any parking spaces, parallel or otherwise, along Park Street. Unless otherwise agreed to by Developer, Developer shall not bear the cost or responsibility for the installation or construction of any parking lots, spaces, or streets outside the Family Dollar Property; save and except the "proposed Lincoln Street" as set forth on EXHIBIT D attached hereto and incorporated herein.

E. Deed Restrictions. Developer shall submit to City proposed deed restrictions applicable to the Property and Family Dollar Property. The deed restrictions shall be on a document entitled "Declaration of Covenants, Conditions, Easements, and Restrictions," which shall be applicable to all components of the Family Dollar Property. The deed restrictions shall be subject to review by the City Attorney and approval by the City prior to recording.

F. Enforcement; Severability. Any failure or delay by City to enforce any provision contained in this Agreement shall in no event be deemed, construed, or relied on as a waiver or estoppel of the right to eventually do so in the future. This Agreement is intended to establish zoning ordinance regulations applicable to the Family Dollar Property and shall be enforceable as a contract with contract remedies. Each provision and obligation contained in this Agreement shall be considered to be an independent and separate covenant and agreement and, in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable by a

court of competent jurisdiction, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.

G. Agreement Jointly Drafted. Developer has negotiated with City the terms of the PUD Documents and such documentation represents the product of the joint efforts and mutual agreements of Developer and City. Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of the PUD Documents, and Developer shall not be permitted in the future to claim that the effect of the PUD Documents results in an unreasonable limitation on uses of all or a portion of the Property or claim that enforcement of the PUD Documents causes an inverse condemnation, other condemnation, or taking of all or any portion of the Property. Furthermore, it is agreed that the improvements and undertakings described in the PUD Documents are necessary and roughly proportional to the burden imposed, and are necessary in order to (1) ensure that public services and facilities necessary for and affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development; (2) protect the natural environment and conserve natural resources; (3) ensure compatibility with adjacent uses of land; (4) promote use of the Property in a socially, environmentally, and economically desirable manner; and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq. It is further agreed and acknowledged that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property and all such improvements without exception are clearly and substantially related to City's legitimate interests in protecting the public health, safety, and general welfare.

H. Ambiguities and Inconsistencies. Where there is a question with regard to applicable regulations for a particular aspect of the Family Dollar Property or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Documents that apply, City, in the reasonable exercise of its discretion, shall determine the regulations of City's Zoning Ordinance, as that Ordinance may have been amended, or other City ordinances that are applicable, provided such determination is not inconsistent with the nature and intent of the PUD Documents. In the event of a conflict or inconsistency between two or more provisions of the PUD Documents, or between the PUD Documents and applicable City ordinances, the more restrictive provision, as determined in the reasonable discretion of City, shall apply.

I. Warranty of Ownership. City warrants that it is the owner in fee simple of the Property and Family Dollar Property.

J. Running with the Land; Governing Law. This Agreement shall run with the land constituting the Property and the Family Dollar Property and shall be binding on and inure to the benefit of City and its successors, Developer, all future owners, developers, and builders of any part of the Property, all undersigned parties, and all of

their respective heirs, successors, assigns, and transferees. An affidavit providing notice of the rezoning of the Property, the PUD Documents, this Agreement, and the general obligations relating to the PUD shall be executed by the property owners and may be recorded by any of the undersigned parties following the execution of this Agreement. This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in Michigan courts. The parties understand and agree that this Agreement is consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable law.

K. Single Ownership and/or Control of PUD Property. City represents and warrants that the single ownership and/or control of the Property has been vested solely in City in accordance with and for all purposes necessary to satisfy Section **122-573**_____ of City Zoning Ordinance, and City is fully authorized and empowered to rezone and develop the Property and the Family Dollar Property in accordance with and pursuant to the PUD Documents and all other documents, agreements, plans, dedications, ordinances, and recordings applicable to the Water Street Development PUD and the Family Dollar Planned Unit Development as submitted to and as approved by the Ypsilanti City Council.

L. As indicated in section 13. (b) (i) of the development agreement:

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. If said improvements are not completed in the time designated above, the FDPUD rezoning shall default to the underlying zoning on the site.

This Agreement was executed by the respective parties on the date specified with the notarization of their signatures and shall be considered to be dated on the date of the City Council's adoption of the Ordinance rezoning the Family Dollar Property to the Family Dollar Planned Unit Development, and shall take effect on the effective date of that Ordinance.

[Signature page follows]

DEVELOPER:

Morning Star Partners, LLC
an Ohio limited liability company

By: /s/_____

Name:_____

Its:_____

STATE OF OHIO)
_____ COUNTY)

Acknowledged before me on _____ by
_____, _____ of Morning Star
Partners, LLC, an Ohio limited liability company, on behalf of the company.

/s/_____
Notary public,
My commission expires _____

[Intentionally blank. Signatures continued on next page.]

WITNESS:

/s/ _____

Name: _____

CITY:

The City of Ypsilanti
a Michigan municipal corporation

By: /s/ _____

Name: _____

Its: _____

WITNESS:

/s/ _____

Name: _____

STATE OF MICHIGAN)

WASHTENAW COUNTY)

Acknowledged before me in Washtenaw County, Michigan, on _____ by
_____, _____ of The City of
Ypsilanti, a Michigan municipal corporation, on behalf of the municipal corporation.

/s/ _____

Notary public, State of Michigan, County of Washtenaw

My commission expires _____

Drafted by and when recorded return to:

EXHIBIT A
(legal description of the Property)

Beginning at the Northeast corner of Lot 8 of GILBERT'S PARK ADDITION TO THE CITY OF YPSILANTI, as recorded in Liber 67 of Deeds, Page 150, Washtenaw County Records; thence South 02 degrees 11 minutes 58 seconds West 314.70 feet along the Easterly line of Lots 8 and 9 of said GILBERT'S PARK ADDITION; thence South 02 degrees 39 minutes 49 seconds West 299.48 feet along the Easterly line of the vacated Westerly 33.00 feet of Park Street; thence South 88 degrees 01 minutes 57 seconds East 78.99 feet along the Northerly line of the vacated Park Street and the North line of Lot 234 of the PLAT OF THE ORIGINAL VILLAGE OF YPSILANTI (NOW CITY), as recorded in Transcripts, Page 162, Washtenaw County Records; thence South 01 degrees 58 minutes 03 seconds West 132.00 feet; thence South 88 degrees 01 minutes 57 seconds East 118.25 feet; thence South 02 degrees 17 minutes 49 seconds West 107.43 feet along the West line of Lot 236 of said PLAT OF THE ORIGINAL VILLAGE OF YPSILANTI; thence South 87 degrees 56 minutes 41 seconds East 134.33 feet; thence South 02 degrees 18 minutes 05 seconds West 288.36 feet along the East line of Lot 237 of said PLAT OF THE ORIGINAL VILLAGE OF YPSILANTI; thence North 88 degrees 01 minutes 57 seconds West 2.00 feet along the South line of Lot 237 of said PLAT OF THE ORIGINAL VILLAGE OF YPSILANTI to Reference Point 'A'; thence continuing North 88 degrees 01 minutes 57 seconds West along the South line of Lot 237 of said PLAT OF THE ORIGINAL VILLAGE OF YPSILANTI to the water's edge of Huron River; thence Westerly and Northerly along the water's edge of said Huron River to the Southerly right-of-way line of Michigan Avenue (99.00 feet wide); thence South 87 degrees 53 minutes 00 seconds East along the Southerly right-of-way line of said Michigan Avenue to Reference Point 'B', said Reference point 'B' being the following 18 courses along an intermediate traverse line from aforementioned Reference Point 'A': North 38 degrees 47 minutes 58 seconds West 309.10 feet, North 89 degrees 24 minutes 13 seconds West 40.73 feet, North 58 degrees 14 minutes 11 seconds West 87.43 feet, South 62 degrees 35 minutes 56 seconds West 353.18 feet, South 80 degrees 42 minutes 51 seconds West 267.16 feet, South 65 degrees 50 minutes 07 seconds West 234.27 feet, North 79 degrees 19 minutes 43 seconds West 219.06 feet, North 54 degrees 19 minutes 29 seconds West 106.32 feet, North 54 degrees 12 minutes 59 seconds West 171.50 feet, North 47 degrees 45 minutes 59 seconds West 148.90 feet, North 32 degrees 55 minutes 29 seconds West 89.12 feet, North 33 degrees 40 minutes 02 seconds West 116.79 feet, North 12 degrees 47 minutes 38 seconds West 51.82 feet, North 12 degrees 07 minutes 20 seconds West 169.77 feet, North 02 degrees 07 minutes 22 seconds West 105.96 feet, North 08 degrees 15 minutes 47 seconds East 50.28 feet, North 05 degrees 36 minutes 02 seconds East 200.01 feet and North 15 degrees 54 minutes 30 seconds East 179.31 feet; thence continuing South 87 degrees 53 minutes 00 seconds East 844.06 feet along the Southerly right-of-way line of said Michigan Avenue; thence South 88 degrees 04 minutes 00 seconds East 612.95 feet along the Southerly right-of-way line of said Michigan Avenue, the North line of Lots 214 through 217 of said PLAT OF THE ORIGINAL VILLAGE OF YPSILANTI and the North line of Lots 5 through 8 of said GILBERT'S PARK ADDITION to the Point of Beginning, including all that land contained within the Easterly and Northerly water's edge of the Huron River to the aforementioned intermediate traverse line. Being part of the Northeast 1/4 of Section 9, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan; Lots 5 through 12 of GILBERT'S PARK ADDITION TO THE CITY OF YPSILANTI, as recorded in Liber 67 of Deeds, Page 150, Lots 1 through 25 of FOLLETT'S ADDITION as recorded in Liber 43 of Deeds, Page 490 and Lots 214 through 233 and part of Lots 234 through 237 of the PLAT OF THE ORIGINAL VILLAGE OF YPSILANTI (NOW CITY), as recorded in Transcripts, Page 162, Washtenaw County Records, Michigan.

Tax Item Nos.

11-11-09-160-001
11-11-09-160-002
11-11-09-160-003
11-11-09-160-004
11-11-09-160-005
11-11-09-161-001
11-11-09-161-002
11-11-09-161-003
11-11-09-161-004
11-11-09-161-005
11-11-09-161-006
11-11-09-161-007
11-11-09-161-008
11-11-09-161-009

11-11-09-161-010
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11-11-09-161-016
11-11-09-161-017
11-11-09-161-018
11-11-09-161-019
11-11-09-161-020
11-11-09-161-021
11-11-09-170-001
11-11-09-170-002
11-11-09-170-003
11-11-09-170-004
11-11-09-170-006
11-11-09-170-008
11-11-09-170-009
11-11-09-170-012
11-11-09-170-014
11-11-09-170-015
11-11-09-170-025
11-11-09-170-026
11-11-09-170-027
11-11-09-170-028

EXHIBIT B
(legal description of the Family Dollar Property)

EXHIBIT C
(depiction of multi-tenant sign)

EXHIBIT D
(site plan)



Resolution No. 2013- 222
November 5, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The Ypsilanti City Council approved a Purchase Agreement for the sale of .85 acres of the Water Street Redevelopment Area to **NINETY NINE 90, LLC** for the development of a Family Dollar Store on May 7, 2013

WHEREAS, said agreement has been executed by both parties; and,

WHEREAS, NINETY NINE 90, LLC has requested a 2nd amendment to both invoke two 30-day extension periods, as well as add two additional 30 day extension periods to the purchase agreement;

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council approve the attached 2nd Amendment to the Purchase Agreement with **NINETY NINE 90, LLC** to sell and develop .85 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 subject to attorney approval.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:

FIRST AMENDMENT TO AGREEMENT TO PURCHASE REAL ESTATE

THIS FIRST AMENDMENT TO AGREEMENT TO PURCHASE REAL ESTATE (the "First Amendment") is made as of the ____th day of August, 2013 (the "Effective Date"), by and between **The City of Ypsilanti** ("City"), and **NINTY NINE 90, LLC** ("Purchaser").

(A) On or about May 7, 2013, the City and Purchaser entered into an Agreement to Purchase Real Estate (the "**Agreement**"). All terms and provisions of the Agreement are incorporated herein by this reference.

(B) Subsequent to entering into the Agreement, the parties hereto have determined that certain obligations of the Purchaser established in Section 4 of the Agreement are to be modified.

(C) The City and Purchaser desire to enter into this First Amendment to evidence the changes to Section 4 of the Agreement, as provided herein.

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals of fact set forth above are true and correct and are by this reference made a part hereof.

2. Defined Terms. All defined terms contained in the Agreement are incorporated in this First Amendment by this reference.

3. Amendment of Contract. The Agreement is hereby modified, amended and supplemented as follows:

(a) Modification of Section 4 – Title; Survey. Section 4 of the Agreement shall be removed in its entirety and replaced with the following;

Within one hundred twenty (120) 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 overall 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, the Access Drive (as defined in paragraph 13(a)) and the storm water detention license referenced in paragraph

7(c), and provide to the City a copy of such updated Survey within one hundred fifty (150) days from the Effective Date. The City shall advise Purchaser of any objections to the Survey and/or the legal description contained therein within ten (10) business days of receipt. If the City objects to the Survey, the parties will work in good faith to resolve same. If no objection is made, or after all objections are resolved, the legal description contained in said Survey shall be used for the conveyances contemplated herein.

4. Controlling Provisions. To the extent of any conflict between this First Amendment and the Agreement, the terms and provisions of this First Amendment shall control and prevail.

5. Other Provisions. Except as modified in this First Amendment, all other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the Effective Date, with the understanding that it is joining into this First Amendment for the purposes set out in Section 4 of the Agreement.

CITY:

Witness to City

City

By: _____

By: _____

Its: _____

Date: _____, 2013

Witnesses as to Purchaser:

“PURCHASER”

By: _____

By: _____

Its: _____

Date: _____, 2013



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

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

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

Jesse O'Jack ~ Of Counsel  
William F. Anhut ~ Of Counsel – Retired  
Jane A. Slider ~ Legal Assistant

**REQUEST FOR LEGISLATION**

DATE: October 18, 2013

FROM: John M. Barr

SUBJECT: Border to Border Trail Michigan Avenue bridge easement acquisition

**SUMMARY/BACKGROUND**

The city is working of part of the County border to border trail involving a bridge across the Huron River from Riverside Park to Michigan Avenue. It is necessary to secure an easement over land on the Michigan Avenue side owned by Huron Fischer Leasing Company (Honda). Council approved a purchase agreement that was executed but expired because of time limits. Staff has negotiated a new agreement with the owners for a purchase price of \$40,000. Of that amount the County of Washtenaw has agreed to reimburse the city \$31,500 when funds are available from grant proceeds.

The owners have set down a "drop dead" time limit to close of November 15th, 2013. If not closed by that time the price will go up \$10,000.

Mr. Lange, city manager is very interested in going forward at this time, even if it means the city will be advancing the total purchase price, in order to keep the project and the grant alive and viable.

A draft purchase agreement, grant of easement and resolution are attached.



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

November 1, 2013  
Page 2

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ATTACHMENTS: Purchase Agreement, Grant of Easement, Resolution

RECOMMENDED ACTION: Adoption of the Resolution to purchase

---

DATE RECEIVED: \_\_\_\_\_ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF: \_\_\_\_\_ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:





Resolution No. 2013-223  
November 5, 2013

RESOLUTION TO PURCHASE BRIDGE AND TRAIL EASEMENT  
FOR BORDER TO BORDER TRAIL

**IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI** that:

Whereas it is a priority of the City of Ypsilanti to continue the Border to Border Trail across the Huron River, and

Whereas the city has worked with the County of Washtenaw and grant funds are available, and

Whereas a certain easement is required to construct a bridge across the Huron River to Michigan Avenue for the trail, and

Whereas staff has negotiated a purchase agreement with Huron Fischer Leasing Company to acquire the easement for \$40,000 and Washtenaw County has agreed to share \$31,500 of the cost,

NOW THEREFORE, the Mayor and City clerk are authorized to sign the attached purchase agreement for \$40,000 and the City Manager and the City Attorney are authorized to complete the purchase and the City Manager is authorized to sign any and all documents necessary to close and complete the transaction and further authorized to pay the necessary cost of title insurance and recording costs and any other closing costs incurred.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:

## AGREEMENT TO GRANT EASEMENT

**HURON FISCHER LEASING COMPANY**, a Michigan corporation, whose address is 15 East Michigan Avenue, Ypsilanti, Michigan 48198 ("Grantor"), and **THE CITY OF YPSILANTI**, a Michigan Home Rule City, of 1 South Huron Street, Ypsilanti, MI 48197 ("Grantee"), enter into this Agreement to Grant Easement (this "Agreement") for the grant of an easement over a portion of Grantor's property (the "Easement Area"), as described in the Easement Agreement, attached as **Exhibit A** (the "Easement Agreement"). Grantor and Grantee may be referred to herein singularly as a "Party" and together as the "Parties."

The Parties agree to the following conditions:

1. Purchase price. The purchase price for the Easement Area shall be \$40,000 payable by check at the closing. The purchase price represents \$36,500 for the Easement Area and \$3,500 for the appraisal.
2. Delivery of Easement Agreement. At the closing, the Grantor agrees to execute and deliver to the Grantee the Easement Agreement.
3. Title insurance. The Grantee shall provide a policy of title insurance in the amount of \$40,000 issued by Liberty Title Company certified to the date of closing. The Grantee shall pay the cost of the title insurance premium at the closing.
4. Risk of loss. Risk of loss shall be with Grantor until closing and as the Parties interests appear thereafter.
5. Taxes and assessments. The Grantor shall pay all special assessments on the Easement Area that are assessed on or before the effective date of this agreement. The Grantee shall pay all assessments that arise after the effective date of this agreement on a pro rata basis. The real estate taxes on the Easement Area 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 December 1 and July 1, respectively.
6. Closing. The closing shall be held on or before **November 15, 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 Grantor shall sign and deliver the Easement Agreement. The Grantee shall pay the real estate transfer taxes, if any. The Grantee shall pay the recording fees and prepare and file all recording and transfer affidavits. Each Party shall sign a closing statement memorializing the transaction.
7. 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.
8. 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.
9. Successors and assigns. This Agreement shall bind and benefit the Parties and their respective representatives.
10. Time is of the essence. Time is of the essence in the performance of this Agreement.
11. Amendment. This Agreement may not be amended except in writing by the person against whom enforcement of any waiver, change, or discharge is sought.
12. 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.

Grantor

Grantee

**HURON FISCHER LEASING COMPANY**

**CITY OF YPSILANTI**

By: \_\_\_\_\_  
Richard A. Fischer, Jr., President

By: \_\_\_\_\_  
Paul Schreiber, Mayor

By: \_\_\_\_\_  
Frances McMullan, City Clerk

This document was prepared by John M. Barr, PI0475, Ypsilanti City Attorney, 105 Pearl, Ypsilanti, MI 48197

## EASEMENT AGREEMENT

Agreement made this \_ day of November, 2013, between **HURON FISCHER LEASING COMPANY**, a Michigan corporation, whose address is 15 East Michigan Avenue, Ypsilanti, Michigan 48197 ("Grantor") and **THE CITY OF YPSILANTI**, a Michigan Home Rule City, whose address is One South Huron Street, Ypsilanti, Michigan 48197 ("Grantee"). Grantor and Grantee may be referred to herein singularly as a "Party" and together as the "Parties."

### RECITALS

- A. Grantor owns the parcel of land commonly known as 15 East Michigan Avenue, Ypsilanti, Michigan 48197 and more fully described on **Exhibit A** attached hereto.
- 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. **Temporary 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 Agreement and continuing until, and ending on, the anniversary date in 2014. 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, more fully described on **Exhibit C** attached hereto and also shown 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 required repairs and replacements to the existing 24" sewer line 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' temporary construction easement described on the attached **Exhibit B** and depicted on the attached **Exhibit D**.

3. Insurance. Grantee shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about the easement area to afford protection to the limit of not less than Two Million and 00/100 Dollars (\$2,000,000.00) for injury or death of a single person, and to the limit of not less than Two Million and 00/100 Dollars (\$2,000,000.00) for any one occurrence, and to the limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) for property damage. Grantee shall provide Grantor with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by Grantee which may cover other property in addition to the property covered by this Agreement. Policies of insurance provided for in this Section 3 shall name Grantor as an additional insured party. Such insurance shall provide that the same may not be canceled without thirty (30) days' prior written notice to the Grantor.

4. 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.

5. Severability. If any provision of this Agreement is found unenforceable under any of 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.

6. Governing Law. This Agreement will be construed in accordance with and be governed by the laws of the State of Michigan.

7. 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 November, 2013.

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 November, 2013 by Richard A. Fischer, Jr., who being 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

\_\_\_\_\_  
Paul Schreiber, Mayor

\_\_\_\_\_  
Frances McMullan, City Clerk

STATE OF MICHIGAN            )  
                                          )ss:  
COUNTY OF WASHTENAW        )

On this \_\_\_\_ day of November, 2013, before me, a Notary Public in and for said County, personally appeared Paul Schreiber, who being by me duly sworn, did say that he is the mayor of the City of Ypsilanti and did represent that he was duly authorized to execute this document on behalf of said municipal entity, and Frances McMullan, who did say that she is the city clerk of the City of Ypsilanti and represent that she 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:

\_\_\_\_\_  
John M. Barr  
Counsel for the City of Ypsilanti

Prepared by and when recorded return to:  
John M. Barr  
105 Pearl Street  
Ypsilanti, MI 48197

Recording Fee: \_\_\_\_\_  
Tax Parcel No.: 11-09-155-018

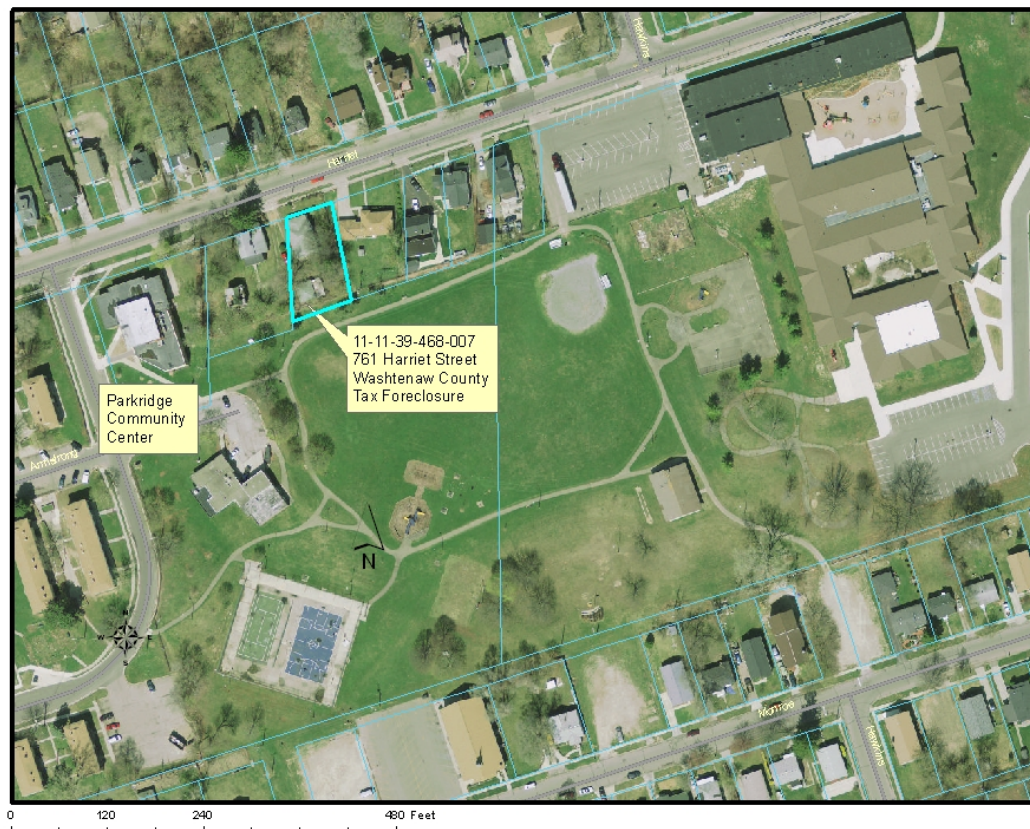


# Memo

To: Ralph A. Lange  
From: Teresa Gillotti, Director of Community & Economic Development  
Date: June 17, 2013  
Subject: Parkridge Advisory Board request for tax foreclosed property at 761 Harriet

You had requested information regarding the City's ability to obtain County tax foreclosed property through "right of first refusal" based on a request from the Parkridge Advisory Board for the City to hold and maintain the property for future needs of the Parkridge Community Center.

## Tax Foreclosure near Parkridge Community Center



### **Process Summary**

The County Treasurer will accept requests from local units to purchase properties as part of local unit's right-of-first refusal for acquisition of tax foreclosed properties within their jurisdiction prior to the county auction. The City's right to purchase the property prior to auction is conditioned on the property's future use for a public purpose. There are many examples of public purpose including park land, affordable housing, storm water management areas, etc. The public purpose would need to be disclosed at the point the City obtained the property from the County Treasurer. Additionally the City would need to pay back taxes and fees for acquisition of the property. The minimum bid price for 761 Harriet is \$14,235. The acquisition would need to be completed prior to the auction which is scheduled for July 26 , 2013. The County Treasurer's Auction requests action as soon as possible.

### **Other options**

The current taxable value of his property is \$26,200; however, the property is on the City's dangerous building list and is expected to go through the dangerous buildings hearing process beginning this fall. This would result in a spring 2014 demolition. The City has requested that county staff use the dangerous building's notice as part of the disclosure documents available on the county's auction website.

The City may choose to bid during the regular minimum bid auction, where the starting bid would be \$14,235. If the property does not sell at this auction, it moves to a "no minimum bid" auction, where the bidding would start at \$500-\$1,000. If the property is not sold at either auction, it would then refer back to City ownership.

### **Charge back**

The County Treasurer usually waits until the auction is complete to determine if past taxes and fees have been recovered in the auction. If not, the County Treasurer may "charge back" the city (and other local jurisdictions) for taxes owed. An estimate will not be available until after the auctions.

### **Recommendation**

While this property was previously considered in conceptual plans for an expansion of Parkridge Community Center, those plans are on indefinite hold by the Parkridge Advisory Board. The current City Master Plan and Parks Plan for the area do not include any expansion of Parkridge Center or Parkridge Park. While a council decision, staff would recommend waiting through both auctions to see if the City would receive the property by default, as there are no current or future plans for use of that parcel and acquisition would result in ongoing maintenance costs and limitations on future use of the property.

Please contact me if you have any comments or questions.





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

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

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

Jesse O'Jack ~ Of Counsel
William F. Anhut ~ Of Counsel – Retired
Jane A. Slider ~ Legal Assistant

REQUEST FOR LEGISLATION

DATE: November 5, 2013

FROM: Teresa Gillotti, City Planner

SUBJECT: Gift of real estate, 761 Harriet Street

SUMMARY/BACKGROUND

Tommy Frye recently acquired real estate two doors down from the Parkridge Community Center, 761 Harriet Street and desires to donate the property to the city.

Approval of city council is required to complete the gift. A proposed resolution to accept the gift is attached.

ATTACHMENTS: Resolution to accept gift.

RECOMMENDED ACTION: Adoption of the resolution to accept the gift.

DATE RECEIVED: _____ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF: _____ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:

S:\Clerk's Office\CITY COUNCIL MEETINGS\CITY COUNCIL MEETINGS\2013 City Council Meetings\11-05-13\Harriet Street\RFL gift real estate Parkridge 101013.doc



Resolution No. 2013-224
November 5, 2013

RESOLUTION TO ACCEPT GIFT OF 761 HARRIET STREET

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that the offer of Tommy Frye to gift the title of 716 Harriet Street to the city is accepted and the City Clerk is directed to accept the deed on behalf of the city and record the deed in the office of the Washtenaw County Register of Deeds.

The city administration is directed to take all steps necessary to change the property on the tax rolls to exempt property under city ownership.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



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

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e-mail: jbarr@barrlawfirm.com

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

Jesse O'Jack ~ Of Counsel  
William F. Anhut ~ Of Counsel – Retired  
Jane A. Slider ~ Legal Assistant

**REQUEST FOR LEGISLATION**

DATE: October 16, 2013

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Towner House Right of First Refusal

**SUMMARY/BACKGROUND**

The Towner House at 303 North Huron Street is one of the oldest structures in the City of Ypsilanti. It is also in the Historic District. The Presbyterian Church owns the property. Some time ago the church wanted to demolish the property. The city objected and there was litigation. The matter was settled by mediation and the church agreed to preserve the house. The settlement included a Right of First Refusal in the city in case the house was ever sold. The house has been vacant for some time.

The Towner House Foundation was incorporated as a non-profit, 501(C) (3) charitable corporation to manage and preserve the house. The Foundation has now offered to purchase the house and given the city the required 30 day notice to exercise the Right of First Refusal starting October 14, 2013, to purchase the house.

Staff has reviewed the matter and recommends to not exercise the Right of First Refusal. Reasons are that the purchase is not consistent with the city master plan, the city economic goals and the fact that the purpose of the purchaser is to preserve the house.

A resolution to reject the Right of First Refusal is attached.

## **RIGHT OF FIRST REFUSAL**

**The First Presbyterian Church of Ypsilanti**, a Michigan Ecclesiastical Corporation, of 300 North Washington Street, Ypsilanti, Michigan. 48197, the owner, and the, **City of Ypsilanti**, a Michigan Home Rule City, of One South Huron Street, Ypsilanti, Michigan 48197, the purchaser, enter into this agreement to grant to the purchaser a right of first refusal for the following property located in Washtenaw County, Michigan, to-wit:

The Towner House property at 303 North Huron Street, Ypsilanti, Washtenaw County, Michigan including house and lot, with legal description as follows:

Old SID 11-11-441-328-00. Yp City 44W-16 Lot 328 Exc WQ 76.5' snf S ½ Lot 324 Exc W 76.5' Norris & Cross Addition. (Tax ID #11-11-40-410-005)

The parties agree to the following conditions:

Where the term "owner" refers to the First Presbyterian Church of Ypsilanti and the term, "purchaser" refers to the City of Ypsilanti:

1. Right of first refusal. If, at any time, the owner receives a bona fide written offer from any party to purchase all or part of the premises, the owner shall send the purchaser a copy of the offer and a notification of the owner's intent to accept the offer. The purchaser shall have the right to match the offer in writing within 30 days of the date of the owner's notification of intent to accept the offer. If the purchaser does not elect to match the offer in writing within the specified 30 days, the owner may then sell the premises to the first offeror, provided the sale is on the conditions specified in the contract sent to the purchaser.
2. Warranty. The owner warrants that it has good and marketable title to the premises and the right to grant this right of first refusal.
3. Default.
  - a. If the owner enters into an assignment, a sale, a transfer, a conveyance, a lease with a term (including both primary and renewal terms) of more than one year, or a lease with an option to purchase in conflict with this right of first refusal, the purchaser may have a court of competent jurisdiction declare this agreement breached and order that the assignment, sale, transfer, conveyance, or lease is void. This provision shall not be construed to prevent specific performance of this right of first refusal or of any of its conditions by either party.

- The First Presbyterian Church of  
Ypsilanti

Owner

Paul Schreiber, Mayor

By: \_\_\_\_\_  
Frances McMullan, City Clerk

Purchaser

STATE OF MICHIGAN                    )  
                                                  )ss.  
COUNTY OF WASHTENAW            )

Subscribed and sworn to before me a Notary Public on this \_\_\_\_ day of \_\_\_\_\_, 2004, by the above named \_\_\_\_\_, who is the \_\_\_\_\_ of The First Presbyterian Church of Ypsilanti and who has read the foregoing and signs this document with full authority from, and on behalf of, the Church.

\_\_\_\_\_, Notary Public  
Washtenaw County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in the County of Washtenaw

STATE OF MICHIGAN                    )  
                                                  )ss.  
COUNTY OF WASHTENAW            )

Subscribed and sworn to before me a Notary Public on this \_\_\_\_ day of \_\_\_\_\_, 2004, by the above named CHERYL FARMER, Mayor, and CHERRY LAWSON, Interim City Clerk, who have read the foregoing and signs this document with the full authority from, and on behalf of, the City.

\_\_\_\_\_, Notary Public  
Washtenaw County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in the County of Washtenaw

Approved as to form:

\_\_\_\_\_  
JOHN M. BARR  
Ypsilanti City Attorney  
105 Pearl Street, Ypsilanti MI 48197  
(734) 481-1234

[Prepared by and return to John M. Barr]



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

November 1, 2013  
Page 2

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ATTACHMENTS:     Proposed Resolution to Reject Right of First Refusal

RECOMMENDED ACTION:   Adoption of the resolution

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DATE RECEIVED: \_\_\_\_\_ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF: \_\_\_\_\_ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:



Resolution No. 2013-225  
November 5, 2013

RESOLUTION TO REJECT RIGHT OF FIRST REFUSAL  
TOWNER HOUSE

**IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI** that:

WHEREAS the City of Ypsilanti holds a Right of First Refusal to purchase the Towner House property at 302 North Huron Street, Tax ID # 11-11-40-410-005, and

WHEREAS the city has received notice of the intent of the Towner House Foundation to purchase the Towner House property, and

WHEREAS the City of Ypsilanti has no desire or interest to purchase the Towner House property and is satisfied with the purchase of the property by the Towner House Foundation;

NOW THEREFORE, the City of Ypsilanti rejects the Right of First Refusal and gives up any rights thereunder and has no objection to the sale of the property to the Towner House Foundation.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:



October 14, 2013

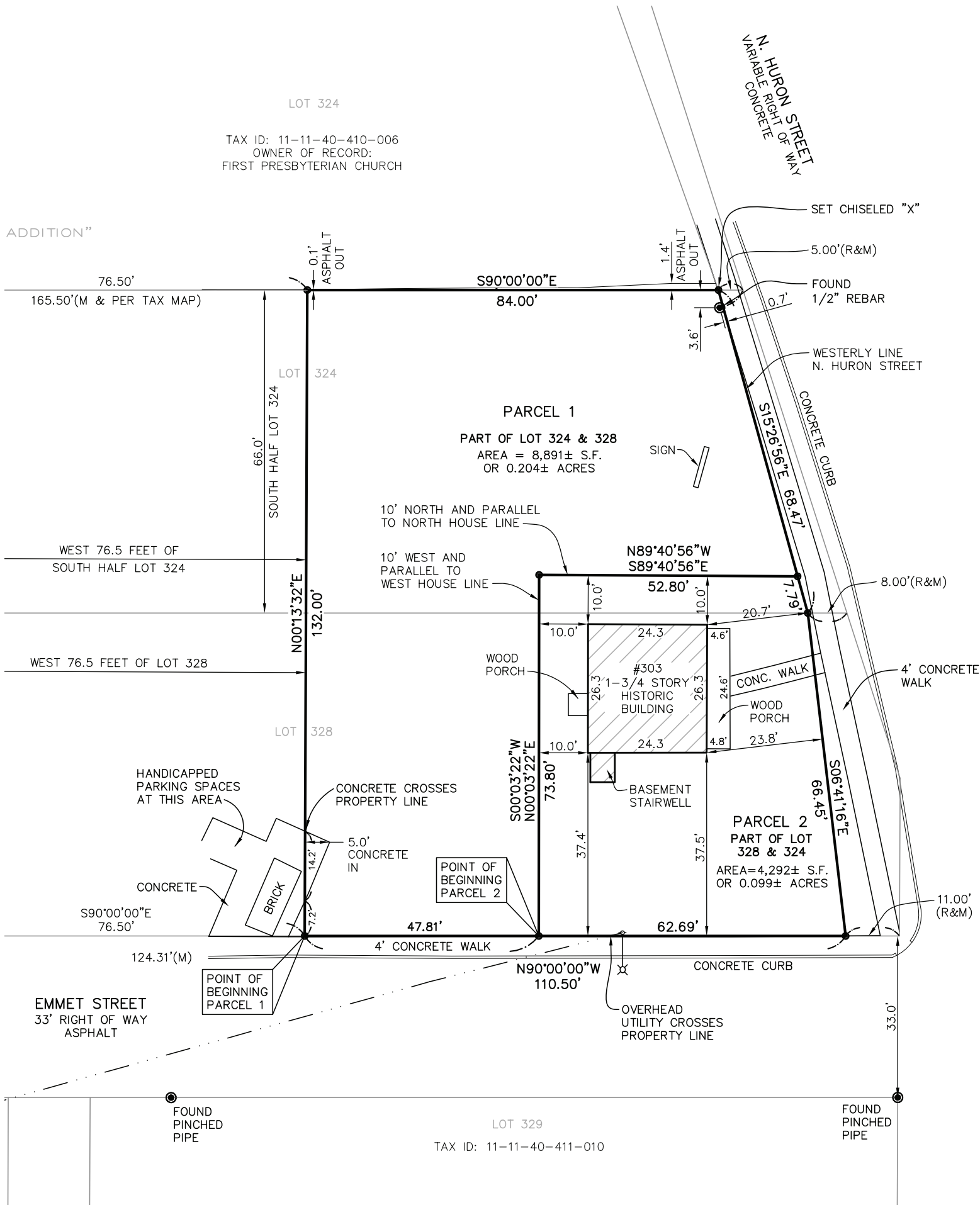
Teresa Gillotti  
City of Ypsilanti  
Planning Department

Subject: Towner House Purchase

The Towner House Foundation has offered to purchase the Towner House, located at 303 North Huron Street, from the First Presbyterian Church of Ypsilanti. We are aware that the city of Ypsilanti has first right of refusal on purchasing the property. The purpose of this letter is to notify you of our intent to obtain the property. Please let me know if there are any problems with this.

Thank you very much,

John Harrington  
President, Towner House Foundation  
209 N. Huron Street  
Ypsilanti, MI 48197



PROPERTY DESCRIPTION

OVERALL PARCEL:

PER TAX DESCRIPTION 11-11-40-410-005

\*OLD SID - 11 11-441-328-00 YP CITY 44W-16 LOT 328 EXC W 76.5' AND S 1/2 LOT 324 EXC W 76.5' NORRIS & CROSS ADDITION

PARCEL 1:

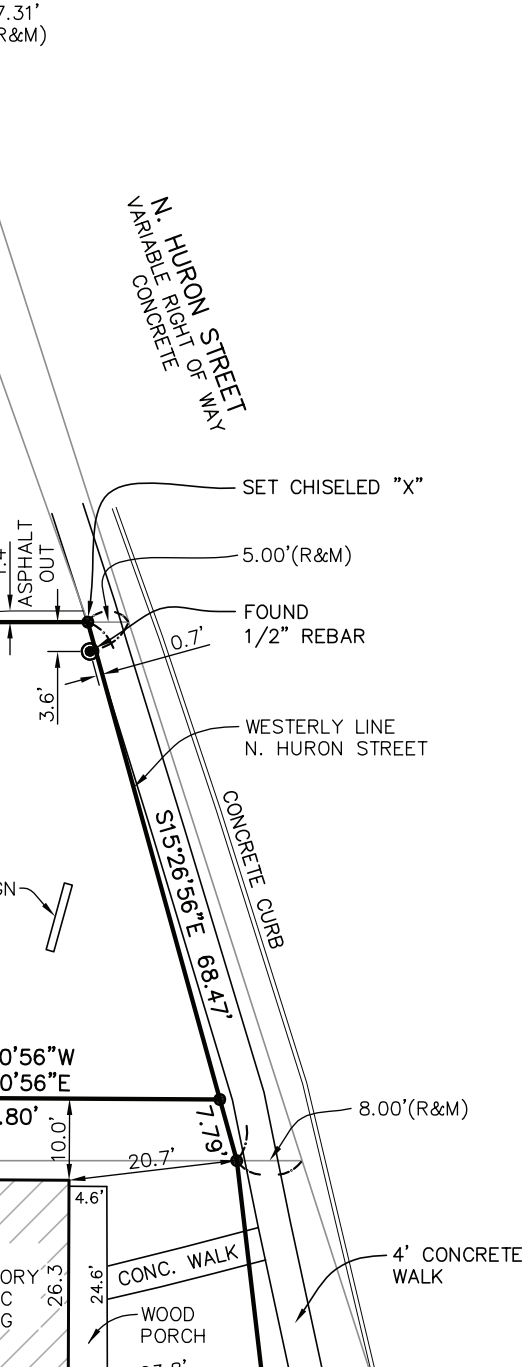
PART OF LOT 324 AND LOT 328, PLAT OF AN ADDITION TO THE VILLAGE (NOW CITY) OF YPSILANTI (WASHTENAW COUNTY, MICHIGAN) (ALSO KNOWN AS NORRIS & CROSS ADDITION AS RECORDED IN LIBER D, PAGE 864 OF DEEDS, WASHTENAW COUNTY RECORDS) DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 328, THENCE ALONG THE SOUTH LINE OF SAID LOT 328 ALSO BEING THE NORTH LINE OF EMMET STREET (33 FOOT WIDE), S 90°00'00" E, 76.50 FEET TO THE POINT OF BEGINNING; THENCE N 00°13'32" E, 132.00 FEET; THENCE S 90°00'00" E, 84.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF N. HURON STREET (VARIABLE WIDTH); THENCE ALONG SAID WESTERLY LINE OF N HURON STREET, S 15°26'56" E, 68.47 FEET TO A POINT ON A LINE TEN (10) FEET NORTH AND PARALLEL WITH THE NORTH LINE OF A HOUSE; THENCE ALONG SAID LINE TEN (10) FEET NORTH AND PARALLEL WITH THE NORTH LINE OF A HOUSE, N 89°40'56" W, 52.80 FEET TO A POINT ON A LINE TEN (10) FEET WEST AND PARALLEL WITH THE WEST LINE OF A HOUSE; THENCE ALONG SAID LINE TEN (10) FEET WEST AND PARALLEL WITH THE WEST LINE OF A HOUSE, S 00°03'22" W, 73.80 FEET TO SAID SOUTH LINE OF LOT 328 ALSO BEING THE NORTH LINE OF EMMET STREET; THENCE ALONG SAID SOUTH LINE OF LOT 328 ALSO BEING THE NORTH LINE OF EMMET STREET, N 90°00'00" W, 47.81 FEET TO THE POINT OF BEGINNING. CONTAINING 8891 SQUARE FEET MORE OR LESS.

PARCEL 2:

PART OF LOT 324 AND LOT 328, PLAT OF AN ADDITION TO THE VILLAGE (NOW CITY) OF YPSILANTI (WASHTENAW COUNTY, MICHIGAN) (ALSO KNOWN AS NORRIS & CROSS ADDITION AS RECORDED IN LIBER D, PAGE 864 OF DEEDS, WASHTENAW COUNTY RECORDS) DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 328, THENCE ALONG THE SOUTH LINE OF SAID LOT 328 ALSO BEING THE NORTH LINE OF EMMET STREET (33 FOOT WIDE), S 90°00'00" E, 124.31 FEET TO A POINT ON A LINE TEN (10) FEET WEST AND PARALLEL WITH THE WEST LINE OF A HOUSE ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID LINE TEN (10) FEET WEST AND PARALLEL WITH THE WEST LINE OF A HOUSE, N 00°03'22" E, 73.80 FEET TO A POINT ON A LINE TEN (10) FEET NORTH AND PARALLEL WITH THE NORTH LINE OF A HOUSE; THENCE ALONG SAID LINE TEN (10) FEET NORTH AND PARALLEL WITH THE NORTH LINE OF A HOUSE, S 89°40'56" E, 52.80 FEET TO THE WESTERLY RIGHT OF WAY LINE OF N. HURON STREET (VARIABLE WIDTH); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF N. HURON STREET, S 15°26'56" E, 7.79 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE OF N. HURON STREET, S 06°41'16" E, 66.45 FEET TO SAID SOUTH LINE OF LOT 328 ALSO BEING THE NORTH LINE OF EMMET STREET; THENCE ALONG SAID SOUTH LINE OF LOT 328 ALSO BEING THE NORTH LINE OF EMMET STREET, N 90°00'00" W, 62.69 FEET TO THE POINT OF BEGINNING. CONTAINING 4292 SQUARE FEET MORE OR LESS.





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Office of the City Manager

## REQUEST FOR LEGISLATION

To: Mayor Schreiber & City Council  
From: Ericka Savage, Assistant to the City Manager  
Date: October 31, 2013  
RE: **Special Events Policy**

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### SUMMARY/BACKGROUND:

In an attempt to become more efficient and streamline the Special Events application process, City staff has created a Special Events Policy to combine all of the policies, details and fees related to special events. In addition, a Special Events Application Form has been created (paper and online) that combines all of the current event permit applications.

Instances where there is a newly created policy, an amended policy, or where fees have been increased, are highlighted on the attached document.

ATTACHMENTS: Special Events Policy, Resolution

RECOMMENDED ACTION: Approval

---

DATE RECEIVED: \_\_\_\_\_ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF: \_\_\_\_\_ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:



Resolution No. 2013 –226  
November 5, 2013

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**WHEREAS,** The City of Ypsilanti desires to become more efficient and streamline the Special Events application process; and

**WHEREAS,** City staff has created a Special Events Policy to combine all of the City's current policies, applications and fees related to special events; and

**WHEREAS,** a Special Events Application Form has been created that combines all of the current event special events permit applications. A fillable version of the application form may now be submitted online, in addition to paper form.

**NOW THEREFORE BE IT RESOLVED** that the City of Ypsilanti hereby adopts a Special Events Policy that will govern the all requirements for special events, including, but not limited to the event details, classifications, required permits, insurance mandates, billing and estimate process.

**BE IT FURTHER RESOLVED** that the attached Special Events policy supersedes any previously approved Special Events applications or policies.

**BE IT FURTHER RESOLVED** that administrative changes to the Special Events policy may be amended by the City Manager; with the updated policy available on the city's website.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:

NO:

ABSENT:

VOTE:



# City of Ypsilanti Special Events Policy

---

Applicant,

Thank you for your interest in selecting the City of Ypsilanti to organize your Special Event! Please read this Special Events Policy carefully, as it will help you determine the classification, permit and fee requirements for your event.

By submitting a Special Event Application, you and/or your organization agree to the following:

- The terms outlined in the Special Events Policy
- To comply with all other ordinances, laws and City requirements that may apply to Special Events
- That a fee will be billed for ALL Special Events

**Thank you!**

## Section 1- Overview

This policy statement on Special Events covers all Special Events, including the commercial filming of locations and events in the City of Ypsilanti ("City"). Any individual or organization wishing to sponsor or hold a Special Event in the City will be required to complete a [City of Ypsilanti Special Events Application](#). Any Special Event within the City that will be conducted on the streets, parks or other public areas is required to be approved by City Administration.

### 1.1 Organizing Special Events

The City of Ypsilanti Special Events season is May 1 through October 31. If you are planning an event that falls outside these dates, please contact the Special Events Coordinator prior to filling out any application materials. Limited exceptions may be made on a case by case basis.

**Note:** City Code Section 10-288(c) prohibits the following within the event area: dogs (except service dogs), horses, farm animals, uncaged domestic animals, snakes, exotic animals, bicycles, skateboards, roller-skates, rollerblades, and glass containers.

### 1.2 Special Events Coordinator

The Special Events Coordinator is the primary contact for all planning and organizing of Special Events in the City of Ypsilanti. The Special Events Coordinator will facilitate inter-departmental communications, permits, planning meetings and all other necessary activities to execute your event.

Special Events Coordinator: Amanda Holsinger  
(734) 482-9825  
[aholsinger@cityofypsilanti.com](mailto:aholsinger@cityofypsilanti.com)

### 1.3 City Services Related to Special Events-

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

- a. City Supported Events:** The City may operate its own Special Events and may contract with one or more organizations to perform Special Event services.

#### **FY 2013-2014 City Supported Events**

-  Memorial Day Parade
-  4 of July Parade
-  Neighborhood Association/Block Parties
-  DAY/Halloween Event
-  Ypsi Pride

- b. Co-Sponsored events:** The City may jointly sponsor certain events with other organizations when City Council determines that the event is of general interest to the public and advances the City's public image. The City will provide financial support to these events as determined in the annual budget appropriation. These events must meet the other requirements of the Special Events Policy, and must reimburse the City for any costs in excess of the support level authorized by the budget appropriation.
- c. Other Non-Profit Events:** The City may, in its discretion, contribute the park rental fee to assist other Special Events operated by non-profit organizations with good cause shown or hardship (*See*

City Code Section 10-270). For the purposes of this policy, good cause or hardship may be demonstrated by startup organizations, charitable events, or any other reasonable cause for lacking in operating capital.

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

- d. **For-Profit Events:** The City will allow Special Events operated by for-profit sponsors so long as they are beneficial to the City and the public. For-Profit events must pay 100% of all City costs related to the event and a 15% administrative fee. These events must meet all other requirements of the Special Event Policy, and must reimburse the City for any City costs in addition to the payment of the established rent.
  - o **Films:** For [instructions and regulations for obtaining a film permit in the City of Ypsilanti](#), please visit the [City's website](#).
- e. **Political or Ballot Issue Events:** The City will allow Political or Ballot Issue events providing that the political party, candidate or political organization pay 100% of all costs, including a minimum rental/usage/facility fee of \$250.00 per day.

## 1.4 Insurance

Special Events and/or facility rentals have prerequisite insurance requirements that are listed, where applicable, in this policy. Please submit only the Certificate of Liability/Property Damage insurance page of the policy with your application. **TIP:** Prior to purchasing a new insurance policy, check with your insurance carriers (business, organization, auto, renters, home owners, etc.) to see if they will extend your coverage to the special event.

## Section 2- Special Event Application

Applications to conduct a Special Event must be made in writing to the Special Events Coordinator. Applications are available online or the City Clerk's Office.

### 2.1 Event Applicant/Organizer

The Event Applicant/Organizer must be the chief officer or a representative who has been authorized by the organization to complete the special event application. The contact person(s) listed on the event application must be the primary contact for all event planning meetings as well as follow up communications, as needed. Persons listed on the application must also be authorized to amend the event plan and approve expenditures on behalf of the event sponsor(s).

### 2.2 Event Details

Event Details must be as detailed and comprehensive as possible at the time the application is submitted. The Special Events Coordinator will process the application and formulate a billing estimate



for the event based on the application materials that are submitted. The more accurate the Event Details, the more accurate the billing estimate will be.

### **2.3 Application Deadlines**

All application deadlines must be strictly met in accordance to this Special Events Policy. The City may waive application deadlines on a case by case basis. Application deadlines have been incorporated into this policy, where applicable. Late or incomplete applications will not be processed.

### **2.4 Application Fees**

For all Special Events, applicants are required to complete a [Special Events Application](#). The application fee is \$25, which includes processing the application form, reserving the date and time of the event, preparing an estimate of costs and fees, and if necessary, a pre-event planning meeting. Additionally, all permit applications have a fee. Application fees are non-refundable, but in some instances may be applied to the final billing statement.

### **2.5 Security Deposit**

A cash deposit, performance bond or other security acceptable to the City will be required in an amount equal to an estimate by the City to be billed for City Fees. The amount of the security deposit depends on the event classification. Security deposits are refundable and may be applied to the final billing statement for the event. Arrangements for the deposit, or other acceptable security, are to be made by event organizers not less than fourteen (14) working days before the start of the event.

**Note:** fees listed are only estimates; actual fees may be higher or lower.

(<http://www.cityofpysilanti.com/EventsRecreation/EventPermits>)

### **2.6 City Approval of Special Events**

Upon receipt of all mandatory application materials, permit fees, and the security deposit, written approval will be forwarded to the individual or organization requesting the event by the Special Events Coordinator. The Special Events Coordinator will also provide an Estimate of City Fees and any special conditions that must be met. A sample approval letter is included as Attachment A to this policy. A sample Estimate of City Fees is included as Attachment B to this policy.

Two or More Applications for the Same Event Date- In the instance that two or more Special Event Applications are received for the same date and time, and prior to the final approval of either event, the date and time that each application was received by the City will determine the order of preference. For the purposes of this policy, an event has received final approval once an Approval Letter has been issued (Attachment A). Once the event is approved, it shall be the policy of the City to not award further permits for the same date, time and general location.

### **2.7 Pre-event Planning Meeting**

The Special Events Coordinator will determine whether the event requires a Pre-Event Planning Meeting. If required, the fees for the meeting are included in the application fee. It is mandatory for the event organizer(s) to attend the Pre-Event Planning Meeting with City staff in order to gather all

information and determine the need for services and cost estimates. If additional planning meetings are required or requested, the applicant will be billed for staff costs to attend.

### Section 3- Special Event Classifications

Review this section to determine the proper classification and permit requirements for your Special Event. Rental fees, city services and equipment are billed separately from the event classification permits.

**3.1 Class 1 Events** – (Low Hazard) involves no physical activity by participants and no severe exposure to spectators; Class 1 events are not open to the public. Examples of events in this category include, but are not limited to: meetings, seminars, social gatherings, block parties, family reunions, and weddings.

|                                       |                                                     |
|---------------------------------------|-----------------------------------------------------|
| Application deadline:                 | 15 days prior to event                              |
| Non-Refundable application fee:       | \$25                                                |
| Permit fee:                           | \$55                                                |
| Security Deposit:                     | \$100                                               |
| Security Deposit with Street Closure: | \$100 + \$500 + per permit, fee per street, per day |

#### **Class 1 Insurance Requirements**

Insurance will be required for all Class 1 Events in the amount of \$250,000 per occurrence, naming the City of Ypsilanti as additionally insured **if any of the following instances are planned:**

- Planned/Organized athletic event.
- Any commercial service being provided, including but not limited to:
  - Setting up of tents/canopies, such as family reunions, weddings, etc.
  - A hired act – magician, animal rides, band, etc.
  - A hired service, such as caterers, portable toilets, moonwalks, rides, etc.
- Property Damage insurance may be required up to \$5,000

**3.2 Class 2 Events** – (Moderate Hazard) involves limited physical activity by participants and no severe exposure to spectators; Class 2 events are open to the public. Events in this category include, but are not limited to: amateur team sports, dances, animal shows, political rallies, flea markets, picnics, and parades with no floats.

|                                       |                                                 |
|---------------------------------------|-------------------------------------------------|
| Application deadline:                 | 30 days prior to event                          |
| Non-Refundable application fee:       | \$25                                            |
| Permit fee:                           | \$65                                            |
| Security Deposit:                     | \$500                                           |
| Security Deposit with Street Closure: | \$500 + \$500 + permit fee, per street, per day |

#### **Class 2 Insurance requirements**

Insurance will be required for all Class 2 Events in the amount of \$250,000 per occurrence, naming the City of Ypsilanti as additionally insured. Property Damage insurance may be required up to \$5,000

**3.3 Class 3 Events** – (High Hazard) involves major participation by participants and/or moderate exposure to spectators; also involves sale of tickets or donations. Events in this category include, but are not limited to: parades with floats, marathons or races, car shows, circus/carnivals/festivals, and semi-pro team sporting events.

|                       |                         |
|-----------------------|-------------------------|
| Application deadline: | 150 days prior to event |
|-----------------------|-------------------------|

|                                       |                                                  |
|---------------------------------------|--------------------------------------------------|
| Non-refundable application fee:       | \$25                                             |
| Permit fee:                           | \$200/day                                        |
| Capital Park Improvement Fee:         | \$250/day                                        |
| Security Deposit:                     | \$1000                                           |
| Security Deposit with Street Closure: | \$1000 + \$500 + permit fee, per street, per day |

- **Class 3a-** A Class 3 event involving the distribution or sale of alcohol.  
 Permit fee: \$300/day  
 Capital Park Improvement fee: \$1000/day  
 Security deposit: \$2000  
 Security Deposit with Street Closure: \$3000 + \$500 + permit fee, per street, per day

#### **Class 3 Insurance requirements**

Insurance will be required for all Class 3 Events in the amount of \$1,000,000 per occurrence, naming the City of Ypsilanti as additionally insured. Property Damage insurance may be required up to \$15,000

- 3.4 Class 4 Events** – (Severe Hazard/High Volume) involves severe exposure to spectators and /or participants. Examples of events in this category include, but are not limited to: rock concerts, fireworks displays, ice carving events, professional or collegiate sporting events, and events involving 10,000 or more participants within a day.

|                                       |                                                  |
|---------------------------------------|--------------------------------------------------|
| Application deadline:                 | 150 days prior to event                          |
| Non-refundable application fee:       | \$25                                             |
| Permit Fee:                           | \$400/day                                        |
| Capital Park Improvement fee:         | \$1000/day                                       |
| Security Deposit:                     | \$5000                                           |
| Security Deposit with Street Closure: | \$5000 + \$500 + permit fee, per street, per day |

- **Class 4a-** A Class 4 event involving the distribution or sale of alcohol.  
 Permit fee: \$500/day  
 Capital Park Improvement fee: \$1000/day  
 Security deposit: \$6000  
 Security Deposit with Street Closure: \$6000 + \$500 + permit fee, per street, per day

#### **Class 4 Insurance requirements**

Insurance will be required for all Class 4 Events in the amount of \$1,000,000 per occurrence, naming the City of Ypsilanti as additionally insured. Property Damage insurance may be required up to \$20,000

### **3.5 Food Permit**

If any food will be prepared, distributed, or sold at the event, each vendor must apply for and receive a permit from the [Washtenaw County Environmental Health Department](#), 705 Zeeb Rd, PO Box 8645, Ann Arbor, or (734) 222-3800. You must attach a copy of food vendor permits and include vendor locations in the Event Plan/Map where food vendors will be placed.

### **3.6 Alcohol**

Alcohol is strictly prohibited in any City Street and/or any Public Property pursuant to City Code Section 6-4 (a). A special license to sell alcohol at your event may be obtained through this application

process. Applicants are required to apply with the [Michigan Liquor Control Commission](#) for a special License. If the sales are on a street (truck lines), the State of Michigan requires proof that the sale has been approved by the City.

You must attach a copy of a Liquor Control Permit, Event Plan/Map indicating where alcohol sales will take place (See Section 4.1), and proof of liquor liability insurance in the amount of \$1,000,000, naming the City of Ypsilanti as additionally insured is required. [Certificate of Liability Insurance](#). All documentation must be finalized and submitted within fourteen (14) days of the event.

**Note:** The City requires that all event staff handling alcoholic beverages receive appropriate training. The event plan must include how event staff will be trained, who will perform the training and how persons of legal drinking age will be identified.

**Note:** The City requires that all events handling alcoholic beverages pay an alcohol security deposit and per day Capital Park Improvement fee (See Sections 3.3 and 3.4)

### **3.7 Street Closure Permit**

A Street Closure Permit is required for any street closure/blockading within the city limits of Ypsilanti. A Street Closure Permit shall not be issued until the application has been reviewed and approved by the City Manager's designee according to City Code Section 10-268.

#### **Street Closure Permit Deadlines:**

##### **30 Days Prior to Event Date:**

- Application
- Street closure map (See Section 4.1)

**Note:** If you are requesting a street closure on a state truck-line, the city is required to notify the State of Michigan within 21 days of the event.

#### **Street Closure Permit Fees:**

- Each major street: \$160/day
- Each local street: \$100/day
- \$500 security deposit

#### [Street Closure Permit Application](#)

#### **Street Closure Insurance requirements**

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

### **3.8 Noise Permit**

Event coordinators are responsible for monitoring noise levels and ensuring compliance with the stated noise policy for events.

1. Permissible Noise Levels – Maximum decibel levels shall not exceed 80 dB (A) from the hours of 10 am thru 10 pm. Maximum decibel levels shall not exceed 75 dB (A) from the hours of 10 pm thru 10 am. These measurements shall be taken from the Right Of Way along the perimeters of the parks. Events in violation will be given (1) warning to correct violations. If a second violation occurs, then the event will be shut down. Event holders are responsible for any cost incurred to the YPD in this respect.
2. No obscene language or racial epithets shall be allowed during stage productions.
3. The Ypsilanti Police Department reserves the right to cancel any production for any violation of item (1) or (2). No refunds shall be given and additional costs may be deducted from the security deposit.

[Noise Permit Application](#)

### 3.9 Right of Way (ROW) Permit

A ROW permit is required for each location that a Special Event will use public ROWs (e.g., sidewalks, public alleys).

[ROW Permit Application](#)

## Section 4- Other Event Requirements

### 4.1 Event Map

Event maps are required for events using streets and/or sidewalks (walk, run, etc), or will use multiple locations. Please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots requested to be blocked off. Event maps must be submitted within 30 days of the event.

-  **Traffic Control Plan & Street Closures-** Event maps must include a traffic control plan for the event that includes the placement of signs, barricades, etc. In addition, major and local street closures must be specified in the plan. In the event the applicant has not prepared a traffic control plan, the City will prepare one and charge an administrative fee that will be added to the final billing (see fee schedule).
-  **Vendors-** Event maps must include a detailed description of where all approved vendors will be placed, including licensed alcohol and/or food vendors.
-  **Parking-** Event maps must include a detailed description of the parking available in the area surrounding the event, and how attendees will be directed to parking (signage is recommended).

**Public lots:** the City does not permit paid parking in any public lots without a license. See City Code Section 22-176.

**Private lots:** written authorization from the property owner(s) is required and must be attached if using school, church, or private parking lots.

**Capped meters:** Applicants requesting capped meters or unlimited parking for an event must specify in the Special Events Application why unlimited parking is being requested, and note the locations on the event map.

- **Temporary Apparatus-** Event maps must list and include the placement of all apparatus to be used for the special event (e.g., staging, fencing, bleachers, benches, tents, etc...).
- **Restrooms-** If the event requires restroom facilities, the Event Map must include the placement of all portable restrooms and how many will be supplied for the event. **Note:** City parks do not have restroom facilities.
- **Trash Receptacles & Disposal Plan-** If event organizers will be providing trash receptacles, the Event Plan must include the number of receptacles and trash disposal plan for the event. Penalties will be assessed for the event site not being restored to its original condition (See Section 4.9).

## 4.2 Event Signs

The Special Event Application shall include a description of the advertising signs that are proposed to be used for the event. The use of signs shall conform to the description contained in the application, or as modified by the City. Event signs erected prior to the first day of the event shall be approved by the City and may be subject to restrictions or a permit. The City ordinances do not allow posting of flyers on any poles (utility or otherwise) within the City limits, nor does it allow posting of signs in any public right of way (space between street and sidewalk) without express permission.

[Sign Permit Application](#)

## 4.3 Security

Security requirements vary widely, depending on the hazard level for the event. The Ypsilanti Police Department has the authority to recommend the level of security deemed necessary. For example, the Police Department may require private bonded security for select events. The City will also assign police officers, as necessary, and charge the permit holder for these services. The need for private security and/or police officers should be determined at, or before, the pre-event planning meeting (See Section 2.7).

If you plan to provide your own security for the event, please specify who will administer the security services for the event (e.g., event volunteers, private security). If private security, please attach a copy of the contract.

The following numbers will be determined by the Ypsilanti Police Department:

- Private security officers required
- Police officers required
- Volunteer service corps members required

## 4.4 Site Restoration

Site restoration and equipment removal are required by 1:00 pm the day after the event, unless prior arrangements have been made. Event organizers are required to restore the event location(s) to the

condition that it was found. A fee of \$50 will be billed for every day the site is not restored. In the event the City has to restore the site, the City will bill a minimum of \$150, plus labor and fringes, and actual costs to restore the site.

## **Section 5- City Services & Fees**

### **5.1 City Services**

The City of Ypsilanti provides a variety of facilities and public services for events, including, but not limited to: Parade routes, Traffic control plans, Walk/run routes, Site improvement, Building inspections and Fire inspections. Please contact the Special Events Coordinator if you are interested in one or more City services. Fees are listed in the fee schedule.

### **5.2 City Parks & Facilities**

**Riverside & Frog Island Park-** Rental fees for Riverside and Frog Island Park are merged into Class 3 and 4 permit application fees, and are subject to additional Capital Park Improvement and/or Administrative Fees for coordinating public park use, per day of the event. Capital Park Improvement fees do not apply on set-up or take-down days for events, however rental charges may apply.

Special Event applicants shall reimburse the City for actual costs of cleanup required (including but not limited to Public Works employees) if applicant fails to comply with site restoration. Employee and equipment costs shall be reimbursed at hourly rate plus 10% for non-profit events, or plus 15% for for-profit events.



#### **Riverside Park key fee**

Driveway gates at Riverside Park are locked when the park is closed. To ensure that you have access to the park during the hours on the approved application, you can pick up a key for your event at the DPW office anytime Monday through Friday between 9a – 4p for a \$20 key deposit. The deposit is 100% refundable after the key is returned.

#### [City Parks & Facilities](#)

**Pavilion Rental:** Pavilions may be reserved for specials events on an hourly basis. Pavilions are located in Candy Cane Park, Parkridge Park, Prospect Park, Recreation Park and Waterworks Park. Pavilion rental fees are non-refundable. A security deposit is required for all pavilions, but will be refunded, minus any expenses incurred to the facility. Utility charges may be applicable, depending on the event size and classification.

Rental Fee: \$55 first 2 hours/ \$25 each additional hour

#### **Pavilion Rental Insurance requirements**

Insurance will be required in the amount of \$250,000 per occurrence, naming the City of Ypsilanti as additionally insured if any of the following instances are planned:

- Event is open to the public
- Any commercial service being provided, including but not limited to:
  - Setting up of tents/canopies, stages etc.
  - A hired act, such as a band, etc.



- A hired service, such as caterers, portable toilets, etc.

Rental Fee: \$55 first 2 hours/\$25 each additional hour

### [Reserve a Pavillion](#)

**Gazebo Rental:** The Gazebo may be reserved for special events on an hourly basis. The Gazebo is located in Riverside Park. The Gazebo rental fee is non-refundable. A security deposit is required for the Gazebo, but will be refunded, minus any expenses incurred to the facility.

Rental Fee: \$100 first 2 hours/ \$25 each additional hour

### **Gazebo Rental Insurance Requirements**

Insurance will be required in the amount of \$250,000 per occurrence, naming the City of Ypsilanti as additionally insured if any of the following instances are planned:

- Event is open to the public
- Any commercial service being provided, including but not limited to:
  - Setting up of tents/canopies, stages etc.
  - A hired act, such as a band, etc.
  - A hired service, such as caterers, portable toilets, etc.

If you are interested in holding an event in a city park, please notify the Special Events Coordinator to determine the appropriate rental/facility fees.

### [Reserve the Gazebo](#)

**5.3 City Equipment-** City Equipment may be rented for Special Events. Please see Attachment C for a list of Special Event fees related to equipment. The City will also bill for any City equipment used to execute or coordinate the event.

### **5.4 Fees for Special Events**

Event permit holders shall reimburse the City for 100% of the cost of services provided. The fees and rates herein are for informational purposes only and do not constitute a written or implied contract. The need for services and cost estimates will be determined at the pre-event meeting between the event permit applicant and City staff.

Fees should be submitted with the application and may be paid via cash, check or money order payable to **"City of Ypsilanti."** If the actual costs differ from the amount paid, the City or the permit holder must refund or pay the difference within 30 days after the event. Penalties and interest will be charged for late payments. The penalty for late payments is 3.0% of the outstanding balance. The interest charge for late payments is 0.5% of the outstanding balance each month until paid in full. These rates are subject to change without notice and will change annually on July 1.

Fees shall be charged for City services provided to Special Events as follows (See Attachment C for a detailed fee schedule):

- Hourly Rate** shall be the hourly cost for any employee working on a Special Event as established by the City Administration. Please note that these rates are reviewed and adjusted annually. Please



refer to Attachment C to confirm rates. Hourly Rate shall include all expenses related to the employee working on your event, including fringe benefits and overhead.

- b. **Purchased or Rented Materials** shall include all direct costs for all materials purchased or rented by the City of Ypsilanti for use at the event. An Administrative Fee of 10% shall be added to all purchased or rented material to cover costs related to order processing and vendor payment.
- c. **Equipment Charges** shall be the current equipment rental rates charged by the City of Ypsilanti.
- d. **Replacement Costs** will be billed for missing/damaged equipment/supplies/landscaping.
- e. **Administrative Fee** will be billed to cover costs related to coordinating the special event, including, but not limited to: order processing, vendor payments, coordinating police/fire personnel, city equipment usage/rental, coordinating public services, and coordinating event planning meetings.

Administrative fees will be applied to the subtotal of Municipal Services, Municipal Service Employee time, Police Employee time, Fire Department time, Equipment Charges, Purchased Materials and/or Rented Materials. Administrative fees are not applied to facility or park rentals fees.

- 10% administrative fee will be added to Not-For-Profit Events
- 15% administrative fee will be added to For-Profit events

## 5.5 Billing for Special Events

Special Event billings by the City shall be itemized as follows (See Attachment B for a sample Estimate of City Fees):

Municipal Services \$  
Municipal Services Employee Time \$  
Police Employee Time \$  
Fire Department Time \$  
Equipment Charges \$  
Purchased Materials \$  
Rented Materials \$  
Missing/Damaged Equipment/Supplies \$  
Sub-Total \$  
Administrative Fee \$+  
Rent/Facility Fee if applicable \$ +  
Less amount of City support \$ -  
Less amount of security deposit (if applicable) \$-  
NET /TOTAL BILLING \$



**Attachment A**

DATE  
APPLICANT NAME  
ADDRESS  
CITY, STATE ZIP

RE: (event name)

Dear

This is to inform you that your recent Special Event Application has been Approved / Denied by the City Manager on \_\_\_\_/\_\_\_\_/ 20\_\_\_\_.

If "Approved" is indicated above, please be advised that there may be charges for City Services in accordance with the Special Events Policy and Fee Schedule. Special Events fees can be found in the Special Events Policy as well as the website. In addition, we have provided an Estimate of Fees, which estimates the potential costs, if any, that you will incur for your event and lists possible additional restrictions and/ or requirements for your event. Please be advised that this cost is only an initial estimate, and your actual costs may be substantially higher depending on your need for services.

For events requiring certificates of Insurance, the City requires a copy of your certificate of insurance and it must list the City of Ypsilanti as an additional insured on your policy. The City cannot accept documentation that shows the City as a certificate holder, unless it also states that the certificate holder is an additional insured on the policy.

If "Denied" is indicated above, or if you have any additional questions regarding your application status, please contact me at 734-482-9825.

Sincerely,

Amanda Holsinger  
Special Events Coordinator

Enclosures

## **Estimate of City Fees for Special Events**

**Today's Date:**

**EVENT NAME:**

**Event Category**

- ☐ City Co-Sponsored
- ☐ Not-for Profit
- ☐ For-Profit

**EVENT DATE:**

**Event Classification**

- ☐ Class I – Low Hazard
- ☐ Class II – Moderate Hazard
- ☐ Class III – High Hazard
- ☐ Class IV – Severe Hazard

**Note:** the following fees are estimates and can increase upon assessment of services after completion of the event.

**Security Deposit:**

**Permit Fees:**

**MUNICIPAL SERVICES:**

Regular Time Costs: \$ Overtime Costs: \$  
Equipment & Materials Costs: \$

**POLICE:**

Regular Time Costs: \$ Overtime Costs: \$  
Equipment & Materials Costs: \$

**FIRE:**

Regular Time Costs: \$ Overtime Costs: \$  
Equipment & Materials Costs: \$

**Department of Public Works:**

Regular Time Costs: \$ Overtime Costs: \$  
Equipment & Materials Costs: \$

**Administrative Fee:**

**Facility/Equipment Rental Charges:**

**TOTAL BILLING ESTIMATE:**

**City of Ypsilanti  
Event Permit**

Event Title: \_\_\_\_\_

Event Date(s): \_\_\_\_\_ Event Hours: \_\_\_\_\_

**ATTESTATION**

As applicable to event, applicant understands and agrees to comply with City ordinances and rules governing events and agrees to make final payment within thirty (30) days after the scheduled event invoice is received for any additional services required. Failure to comply within thirty (30) days shall place the applicant in default status. Further, it is understood that in the event a permit holder is placed in default status, the permit holder will be denied any other event permit(s) for a period of at least eighteen (18) months from the date of final payment and/or default resolution.

I hereby agree to comply with all Federal and State Statutes and with all City of Ypsilanti Ordinances, including the curfew and noise ordinances. I understand and agree that in the event any nuisance or disturbances are caused by the individuals attending the event, the use of the location may be terminated without prior notice by the Police Chief or the City Manager or their designee. I authorize the Fire Marshal to determine the maximum number of persons who may attend this event based on available space. Further, I understand and agree to abide by any additional City requirements that may be deemed necessary to safely operate the proposed event.

This application represents my intent for the proposed event to the best of my knowledge. I am authorized to sign on behalf of the organization:

\_\_\_\_\_  
Applicant Name (printed)                      Signature                      Date

| <b><u>Department Approval</u></b> | <b><u>Name (printed)</u></b> | <b><u>Approved?</u></b> | <b><u>Date</u></b> |
|-----------------------------------|------------------------------|-------------------------|--------------------|
| Public Works                      | _____                        | _____                   | _____              |
| Ypsilanti Police                  | _____                        | _____                   | _____              |
| City Manager's Designee           | _____                        | _____                   | _____              |

**A permit shall not be issued until all information has been submitted, application and security deposit fees paid and approved by the City Manager's designee according to the City Code Section 10.268.**



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Office of the City Manager

REQUEST FOR LEGISLATION

To: Mayor Schreiber & City Council  
From: Ericka Savage, Assistant to the City Manager  
Date: October 31, 2013  
RE: **Amending the FY 2013-2014 Fee Schedule**

**SUMMARY/BACKGROUND:**

On July 2, 2013, City Council adopted the fee schedule for FY 2013-2014.

Recently, City staff has discovered discrepancies and one omission in the fees dealing with the Administrative Hearings Bureau and Dispatch services. Given the variance in the amounts, it is in the City's best interests to correct the discrepancies.

The proposed amendments are highlighted in blue.

ATTACHMENTS: FY 2013-2014 Amended Fee Schedule & Resolution

RECOMMENDED ACTION: Approval

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DATE RECEIVED: \_\_\_\_\_ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF: \_\_\_\_\_ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:

**A RESOLUTION SETTING FEES**

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that the attached fee schedule is adopted pursuant to the Ypsilanti City Code, and the following fees relating to various sections of the City Code and activities of the City are hereby established, and the various City Departments are authorized to charge and collect such fees effective immediately.

## City of Ypsilanti Fee Schedule

|            |                    |                                                                          | FY 2013-2014                 |
|------------|--------------------|--------------------------------------------------------------------------|------------------------------|
| Dept./Div. | Ordinance Sec. No. | Type of Fee                                                              | Fee (\$)                     |
| All Depts. |                    | Copy charges - 8-1/2 x 11 inch sheet - per page                          |                              |
|            |                    | 1 through 6 pages                                                        | 0.5                          |
|            |                    | More than 7 pages (per page)                                             | 0.15                         |
|            |                    | Notary Public Service - Signature and seal (per notarized document)      | 10                           |
|            |                    | Iron Mountain retrieval (per box)                                        | 45.15                        |
|            |                    | Iron Mountain refile (per box)                                           | 45.15                        |
|            |                    | <b>FOIA fees (Hardcopy &amp; Electronic)</b>                             |                              |
|            |                    | Small FOIA request                                                       |                              |
|            |                    | First 3 pages                                                            | 3                            |
|            |                    | Each additional page                                                     | 0.5                          |
|            |                    | Large FOIA request                                                       |                              |
|            |                    | hourly charge + \$.15 per page                                           | 0.15/page                    |
|            |                    | Compact Disc                                                             | 1                            |
| Assessor   | 22-35              | New business registration fee                                            | 86                           |
|            |                    | Real Estate agent access to sketch program                               | 0                            |
|            |                    | Copy of building sketch                                                  | 0.5                          |
|            |                    | Tax Abatement Application Fees                                           | See Planning Department Fees |
| Building   |                    | <b>Permits</b>                                                           |                              |
|            | 18-3               | Building Permit                                                          |                              |
|            |                    | First \$1,000 of construction value or less                              | 50                           |
|            |                    | Each additional \$1,000 or fraction thereof                              | 9                            |
|            |                    | Demolition Permit                                                        | 50                           |
|            |                    | First \$1,000 of work contract or less                                   | 50                           |
|            |                    | Plumbing Permit (per inspection/service/unit)                            | 50                           |
|            |                    | Electrical Permit (per inspection/service/panel/unit)                    | 50                           |
|            |                    | Mechanical Permit (per inspection / service / system / unit / appliance) | 50                           |
|            |                    | Each additional \$1,000 or fraction thereof                              | 9                            |
|            | 94-193             | Outdoor Café, Restaurant, and Beer Garden Annual Fee                     | 75                           |
|            |                    | All other permit (minimum fee)                                           | 50                           |

|            |                    |                                                                                                    | FY 2013-2014    |
|------------|--------------------|----------------------------------------------------------------------------------------------------|-----------------|
| Dept./Div. | Ordinance Sec. No. | Type of Fee                                                                                        | Fee (\$)        |
| Building   |                    | <b>Contractor's registration; expires March 31 of each year</b>                                    |                 |
|            |                    | Residential builders, alteration and maint.                                                        | 32              |
|            |                    | Sign contractor license/registration                                                               | 32              |
|            | 18-31(b)           | Appeals to Building Board of Appeals                                                               |                 |
|            |                    | per structure                                                                                      | County fees +52 |
| Building   |                    | <b>Certificate of Occupancy (each unit or tenant)</b>                                              |                 |
|            |                    | Commercial                                                                                         | 50              |
|            |                    | Residential                                                                                        | 50              |
|            | 18-153             | <b>Certificate of compliance Inspection Fees<br/>(rental inspection/per apt./unit/or as noted)</b> |                 |
|            |                    | Multiple Family-3 or more dwelling units                                                           |                 |
|            |                    | Initial certification inspection                                                                   | 50              |
|            |                    | Re-certification inspection                                                                        | 42              |
|            |                    | Re-inspection                                                                                      | 40              |
|            |                    | Single Family and Duplex                                                                           |                 |
|            |                    | Initial certification inspection                                                                   | 75              |
|            |                    | Re-certification inspection                                                                        | 65              |
|            |                    | Re-inspection                                                                                      | 55              |
|            |                    | City scheduled inspection                                                                          | 42              |
|            |                    | Search warrants obtained for inspection                                                            | 65              |
|            |                    | Rooming House - 1-3 sleeping rooms                                                                 | 55              |
|            |                    | Rooming House - 4-7 sleeping rooms                                                                 | 100             |
|            |                    | Rooming House - 8-11 sleeping rooms                                                                | 160             |
|            |                    | Rooming House - 12-15 sleeping rooms                                                               | 210             |
|            |                    | Rooming House - 16+ sleeping rooms                                                                 | 260             |
|            |                    | Late cancellation or no-show inspection                                                            | 55              |
|            |                    | Commercial/residential certificate of occupancy                                                    | 55              |
| Building   |                    | <b>Vacant Buildings</b>                                                                            |                 |
|            | 18-190             | Vacant Building Inspection Fee                                                                     | 75              |
|            |                    | Escrow Account (Monthly)                                                                           |                 |
|            |                    | Vacant building - not "regularly occupied"                                                         | 50              |
|            |                    | New building/structure                                                                             | 50              |
|            |                    | All other vacant buildings - including dangerous buildings                                         | 300             |
|            | 42-69              | Maintenance of exterior premises - City cleanup<br>*Plus actual cost of hired contractor           | 50+*            |
|            |                    | <b>Zoning</b>                                                                                      |                 |
|            | 122-98             | Master Plan amendment                                                                              | 350             |
|            |                    | Zoning Map amendment                                                                               | 1000            |
|            | 122-134            | Zoning Text amendment                                                                              | 1000            |
|            |                    | Area Variance - SF Residential                                                                     | 200             |
|            |                    | Area Variance - other use                                                                          | 450             |
|            |                    | Use Variance                                                                                       | 450             |
|            |                    | Sign Variance                                                                                      | 250             |
|            |                    | All variance types: each variance requested beyond first on same site/application.                 | 450             |
|            | 122-134            | Site Plan Review (*plus engineering review fees)                                                   | 500+*           |
|            |                    | Site Plan review (additional revision review)                                                      | 75              |
|            |                    | Site inspections by P&D Dept. staff after first compliance inspection                              | 25              |

|                          |                    |                                                                                                                                                               | FY 2013-2014                                                                   |
|--------------------------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| Dept./Div.               | Ordinance Sec. No. | Type of Fee                                                                                                                                                   | Fee (\$)                                                                       |
| Planning and Development |                    | Pre-development meeting (related to site plan)                                                                                                                | 75                                                                             |
|                          | 122-122            | Administrative fee for site work started without issuance of applicable permit                                                                                | 50                                                                             |
|                          | 122-574            | PUD Application                                                                                                                                               | 1000                                                                           |
|                          |                    | (*plus \$5/1,000 sf of new or redeveloped non-residential or \$5/unit of new or redeveloped residential construction and engineering review fees)(see note 1) |                                                                                |
|                          |                    | PUD Application (Adaptive Re-Use and Historic only) new in 2012                                                                                               | 550                                                                            |
|                          |                    | Tax Abatement Application Fee Breakdown                                                                                                                       |                                                                                |
|                          |                    | Creation of a District (public notice, preparation for City Council)                                                                                          | 200                                                                            |
|                          |                    | Application Review and Recommendation                                                                                                                         | 350                                                                            |
|                          |                    | Site inspections by P&D Dept. staff after first compliance inspection                                                                                         | 25                                                                             |
|                          |                    | Alley/Street Closure                                                                                                                                          | 900                                                                            |
|                          |                    | Alley/Street Vacation                                                                                                                                         | 1000                                                                           |
|                          |                    | Lot split application                                                                                                                                         | 50                                                                             |
|                          |                    | Appeal of staff interpretation                                                                                                                                | 250                                                                            |
|                          |                    | Specific interpretation                                                                                                                                       | 250                                                                            |
|                          |                    | Special Exception permit for fee in-lieu of providing off street parking (per space)                                                                          | 600                                                                            |
|                          | 122-163            | Special Use permit                                                                                                                                            | 300                                                                            |
|                          | 122-878            | Sign inspection fee, per sign:                                                                                                                                | 100                                                                            |
|                          |                    | Sidewalk Signs (new in 2011)                                                                                                                                  | 25                                                                             |
|                          |                    | Modification of Standard Request (new in 2011)                                                                                                                | 75                                                                             |
|                          |                    | Aerial Photos/Overlays                                                                                                                                        | Staff time & materials                                                         |
|                          |                    | Fence permit - zoning review                                                                                                                                  | 65                                                                             |
|                          | 122-816            | Garden on vacant residential lot                                                                                                                              | 25                                                                             |
| Planning and Development |                    | <b>General &amp; Administrative</b>                                                                                                                           |                                                                                |
|                          |                    | Zoning Map Copies                                                                                                                                             |                                                                                |
|                          |                    | Zoning Map, per page (new in 2011)                                                                                                                            | 3.5                                                                            |
|                          |                    | Zoning Map and Details (new in 2011)                                                                                                                          | 20                                                                             |
|                          |                    | Zoning Map (specific section) new in 2011                                                                                                                     | 6 per section                                                                  |
|                          | 1-15               | Zoning Ordinance Copy (250 pages) new in 2011                                                                                                                 | 25                                                                             |
|                          |                    | Zoning Ordinance, per page first through fifth                                                                                                                | 0.5                                                                            |
|                          |                    | Zoning Ordinance, per page, sixth thru twenty-fifth                                                                                                           | 0.15                                                                           |
|                          |                    | Zoning Verification Letter                                                                                                                                    | 50                                                                             |
|                          |                    | Code Compliance Letter                                                                                                                                        | 150                                                                            |
|                          |                    | Master Plan Copy                                                                                                                                              | 20                                                                             |
|                          |                    | Non-Motorized Plan (new in 2012)                                                                                                                              | 20                                                                             |
|                          |                    | Plan Review                                                                                                                                                   | 20% of permit cost as deposit + balance of review costs due when permit issued |
|                          |                    |                                                                                                                                                               |                                                                                |
| Planning and Development |                    | <b>Historic Preservation</b>                                                                                                                                  |                                                                                |
|                          | 54-81              | Historic District work permit application fee, filing (plus \$5 per \$3000 of labor and material)                                                             | 30+*                                                                           |
|                          |                    | Administrative Fee for HDC work started without issuance of applicable permit                                                                                 | 50                                                                             |
|                          |                    | Historic District Map (new in 2012)                                                                                                                           | 2.5                                                                            |



|            |                    |                                                                                  | FY 2013-2014 |
|------------|--------------------|----------------------------------------------------------------------------------|--------------|
| Dept./Div. | Ordinance Sec. No. | Type of Fee                                                                      | Fee (\$)     |
| Clerk      |                    | Code of Ordinances                                                               | 350          |
|            |                    | City Charter                                                                     | 15           |
| Clerk      | 6-31               | <b>Liquor License Fees:</b>                                                      |              |
|            |                    | "A" Hotel                                                                        | 500          |
|            |                    | "B" Hotel                                                                        | 500          |
|            |                    | "C" Hotel                                                                        | 500          |
|            |                    | "Tavern" beer and by the glass                                                   | 500          |
|            |                    | "SDD" package liquor                                                             | 500          |
|            |                    | "SDM" package beer and wine                                                      | 500          |
|            |                    | If more than one class of license held<br>(Fee per class held)                   | 25           |
|            |                    | Transfer of ownership, including partner                                         | 500          |
|            |                    | Transfer of location                                                             | 300          |
|            |                    | Addition of space                                                                | 300          |
|            |                    | Deletion of partner                                                              | 300          |
|            |                    | Addition of special permit, i.e entertainment, dancing or Sunday sales           | 315          |
|            |                    | Wine Maker License                                                               | 500          |
|            |                    | Micro Brewer License                                                             | 500          |
|            | 6-43               | Application for license to sell                                                  | 500          |
|            |                    | Additional fee for DDA location                                                  | 110          |
| Clerk      |                    | <b>Entertainment &amp; Misc. Fees</b>                                            |              |
|            | 10-47              | Amusement arcades: license application                                           | 165          |
|            |                    | transfer fee                                                                     | 30           |
|            |                    | multi-agents- each                                                               | 30           |
|            | 10-51              | Fee per amusement machine                                                        | 15           |
|            | 10-54              | License fee per device                                                           | 15           |
|            | 10-72              | Application fee for amusement device license, application fee                    | 25           |
|            | 10-75              | Application fee per machine                                                      | 15           |
|            |                    | Grant of license per machine                                                     | 15           |
|            | 10-139             | Billiard room, pool hall, license fee                                            | 200          |
|            |                    | per table                                                                        | 15           |
|            | 10-196             | Cabaret license fee, per year                                                    | 80           |
|            | 22-76              | Bed and breakfast application fee                                                | 80           |
|            | 22-80              | Annual bed and breakfast, inn license fee                                        | 175          |
|            | 22-117             | Health club license application fee                                              | 80           |
|            | 22-121             | Annual health club fee                                                           | 175          |
|            | 22-178             | Peddlers license application fee, investigation fee                              | 100          |
|            | 82-47              | Secondhand dealer license application fee                                        | 100          |
|            | 82-49              | Issuance of annual 2nd hand dealer license                                       | 100          |
|            | 22-182             | House to house soliciting by established business, various fee<br>(monthly rate) | 80           |
|            |                    | Mayor Officiating Wedding Ceremony                                               | 50           |
|            |                    | <b>Taxicab Fees</b>                                                              |              |
|            | 114-68             | Taxicab license fee                                                              | 115          |
|            | 114-71             | Taxicab license transfer fee                                                     | 55           |
|            | 114-91             | Taxicab bond plate fee                                                           | 115          |
|            | 114-92             | Taxicab duplicate license fee                                                    | 30           |
|            | 114-93             | Taxicab transfer bond plate fee                                                  | 80           |

|            |                    |                                                                                           | FY 2013-2014                          |
|------------|--------------------|-------------------------------------------------------------------------------------------|---------------------------------------|
| Dept./Div. | Ordinance Sec. No. | Type of Fee                                                                               | Fee (\$)                              |
| Clerk      | 114-113            | Taxicab driver's license fee: new license                                                 | 30                                    |
|            |                    | Renewal fee                                                                               | 25                                    |
|            |                    | Duplicate                                                                                 | 15                                    |
|            | 114-136 (1)        | Rates of Fare                                                                             |                                       |
|            |                    | Mileage/Flag Drop                                                                         |                                       |
|            |                    | Flag Drop                                                                                 | 2                                     |
|            |                    | Mileage after flag drop                                                                   | 0.25 per 1/8 mile or<br>2.00 per mile |
|            |                    | Waiting Time                                                                              | 0.25 per 45 seconds                   |
|            | 114-136 (2)        | Hourly Rate (all time after first hour in .25 hour increments)                            | 21 per hour                           |
| Clerk      |                    | <b>Voting Fees</b>                                                                        |                                       |
|            |                    | Qualified Voter File (disks)                                                              | 10                                    |
|            |                    | printed voter listing (same as copy charges)                                              |                                       |
|            |                    | Ward/Precinct/Polling Location Maps                                                       |                                       |
|            |                    | 8x11                                                                                      | 2.5                                   |
|            |                    | 11x17                                                                                     | 3.5                                   |
|            |                    | 18x24                                                                                     | 10                                    |
|            |                    | 24x36                                                                                     | 15                                    |
|            |                    | 36x48                                                                                     | 20                                    |
| Treasurer  |                    | <b>Traffic and Vehicle Fees</b>                                                           |                                       |
|            | 102-104 (a) (3)    | Contractor service pass (ea)                                                              | 22                                    |
|            | 102-104 (a) (4)    | Employee service pass (ea)                                                                | 200                                   |
|            |                    | annual renewal                                                                            | 200                                   |
|            | 102-106 (a)        | Fine for parking without permit                                                           | 50                                    |
|            | 102-104 (a) (3)    | Contractor service pass (ea)                                                              | 22                                    |
|            | 102-104 (a) (4)    | Employee service pass (ea)                                                                | 200                                   |
|            |                    | annual renewal                                                                            | 200                                   |
|            | 102-105 (d)        | Residential parking permit fee, first permit                                              | 22                                    |
|            |                    | each additional permit                                                                    | 22                                    |
|            |                    | renewal                                                                                   | 11                                    |
|            |                    | second resident visitor pass                                                              | 11                                    |
|            |                    | non-resident service vehicle pass                                                         | 22                                    |
|            |                    | non-resident service vehicle pass renewal                                                 | 11                                    |
|            |                    | Non-resident visitor pass issued with first service vehicle pass                          | 0                                     |
|            |                    | replace lost visitor pass                                                                 | 22                                    |
|            |                    | replace lost service vehicle pass                                                         | 22                                    |
|            |                    | replace lost residential pass                                                             | 22                                    |
|            | 102-106 (b&c)      | Use of non-owned permit                                                                   | 100                                   |
|            |                    | Use of permit for commuter parking                                                        | 100                                   |
|            | 102-135 (d)        | Parking permit fee for residents in B-3 district                                          |                                       |
|            |                    | for 4 months                                                                              | 75                                    |
|            |                    | for 1 year                                                                                | 200                                   |
|            | 102-192            | Civil Infraction - Pedestrian or other traffic on the median.                             | 50                                    |
| Treasurer  |                    | <b>Misc. Fees</b>                                                                         |                                       |
|            |                    | Return check for NSF                                                                      |                                       |
|            |                    | first check                                                                               | 45                                    |
|            |                    | second and subsequent NSF check from same person or entity<br>within one year (per check) | 57                                    |
|            |                    | Downtown employee parking                                                                 |                                       |

|                                |                    |                                                   | FY 2013-2014                                             |
|--------------------------------|--------------------|---------------------------------------------------|----------------------------------------------------------|
| Dept./Div.                     | Ordinance Sec. No. | Type of Fee                                       | Fee (\$)                                                 |
|                                |                    | for four months                                   | 75                                                       |
|                                |                    | annual                                            | 200                                                      |
|                                |                    | Online payment fees                               |                                                          |
|                                |                    | Amount of payment due is between: \$2.00-\$66.00  | \$2.00/payment                                           |
|                                |                    | Payment amount that exceed \$67.00                | 3% of payment                                            |
| Administrative Hearings Bureau |                    | <b>Building Regulations</b>                       |                                                          |
|                                | 18-52              | State construction code                           | 1st Violation: \$50,<br>\$75 after 10<br>business days   |
|                                |                    |                                                   | 2nd Violation: \$100,<br>\$125 after 10<br>business days |
|                                |                    |                                                   | 3rd Violation: \$200,<br>\$225 after 10<br>business days |
|                                | 18-92              | Property maintenance code                         | 1st Violation: \$50,<br>\$75 after 10<br>business days   |
|                                |                    |                                                   | 2nd Violation: \$100,<br>\$125 after 10<br>business days |
|                                |                    |                                                   | 3rd Violation: \$200,<br>\$225 after 10<br>business days |
|                                | 18-115             | Violations generally                              | 1st Violation: \$50,<br>\$75 after 10<br>business days   |
|                                |                    |                                                   | 2nd Violation: \$100,<br>\$125 after 10<br>business days |
|                                |                    |                                                   | 3rd Violation: \$200,<br>\$225 after 10<br>business days |
|                                | 18-134 A&B         | Allow occupancy without certificate of compliance | 1st Violation: \$100                                     |
|                                |                    |                                                   | 2nd Violation: \$300                                     |
|                                |                    |                                                   | 3rd Violation: \$500                                     |
| Administrative Hearings        |                    | <b>Environment &amp; Nuisance</b>                 |                                                          |
|                                | 42-55              | Property maintenance nuisance                     | 1st Violation: \$50,<br>\$75 after 10<br>business days   |
|                                |                    |                                                   | 2nd Violation: \$100,<br>\$125 after 10<br>business days |
|                                |                    |                                                   | 3rd Violation: \$200,<br>\$225 after 10<br>business days |
|                                | 42-68              | Litter (see 70-38)                                | 1st Violation: \$50,<br>\$75 after 10<br>business days   |
|                                |                    |                                                   | 2nd Violation: \$150,<br>\$175 after 10<br>business days |

|                                               |                    |                                                                                      | FY 2013-2014                                             |
|-----------------------------------------------|--------------------|--------------------------------------------------------------------------------------|----------------------------------------------------------|
| Dept./Div.                                    | Ordinance Sec. No. | Type of Fee                                                                          | Fee (\$)                                                 |
| <b>Bureau</b>                                 |                    |                                                                                      | 3rd Violation: \$300,<br>\$325 after 10<br>business days |
|                                               | 50-34              | Fire Prevention Code (when designated as blight violation)                           | \$100-\$500, plus<br>\$25 after 10<br>business days      |
|                                               | 71-72              | Specific Violations (raw building materials, junk waste, abandoned<br>refrigerators) | 1st Violation: \$50,<br>\$75 after 10<br>business days   |
|                                               |                    |                                                                                      | 2nd Violation: \$150,<br>\$175 after 10<br>business days |
|                                               |                    |                                                                                      | 3rd Violation: \$200,<br>\$225 after 10<br>business days |
| <b>Administrative<br/>Hearings<br/>Bureau</b> |                    | <b>Solid Waste</b>                                                                   |                                                          |
|                                               | 86-32              | Disposal arrangements                                                                | 1st Violation: \$50,<br>\$75 after 10<br>business days   |
|                                               |                    |                                                                                      | 2nd Violation: \$100,<br>\$125 after 10<br>business days |
|                                               |                    |                                                                                      | 3rd Violation: \$200,<br>\$225 after 10<br>business days |
|                                               | 86-33              | Commercial properties                                                                | 1st Violation: \$50,<br>\$75 after 10<br>business days   |
|                                               |                    |                                                                                      | 2nd Violation: \$100,<br>\$125 after 10<br>business days |
|                                               |                    |                                                                                      | 3rd Violation: \$200,<br>\$225 after 10<br>business days |
|                                               | 86-34              | Residential properties                                                               | 1st Violation: \$50,<br>\$75 after 10<br>business days   |
|                                               |                    |                                                                                      | 2nd Violation: \$100,<br>\$125 after 10<br>business days |
|                                               |                    |                                                                                      | 3rd Violation: \$200,<br>\$225 after 10<br>business days |
|                                               | 86-35              | Multiple Dwellings                                                                   | 1st Violation: \$50,<br>\$75 after 10<br>business days   |
|                                               |                    |                                                                                      | 2nd Violation: \$100,<br>\$125 after 10<br>business days |
|                                               |                    |                                                                                      | 3rd Violation: \$200,<br>\$225 after 10<br>business days |
|                                               | 86-54              | Peak Times                                                                           | 1st Violation: \$50,<br>\$75 after 10<br>business days   |

|                                      |                    |                                                                               | FY 2013-2014                                             |
|--------------------------------------|--------------------|-------------------------------------------------------------------------------|----------------------------------------------------------|
| Dept./Div.                           | Ordinance Sec. No. | Type of Fee                                                                   | Fee (\$)                                                 |
|                                      |                    |                                                                               | 2nd Violation: \$100,<br>\$125 after 10<br>business days |
|                                      |                    |                                                                               | 3rd Violation: \$200,<br>\$225 after 10<br>business days |
| Administrative<br>Hearings<br>Bureau |                    | <b>Snow Removal</b>                                                           |                                                          |
|                                      | 94-136             | Snow removal from sidewalk adjacent to residential and commercial<br>premises | 1st Violation: \$50,<br>\$75 after 10<br>business days   |
|                                      |                    |                                                                               | 2nd Violation: \$100,<br>\$125 after 10<br>business days |
|                                      |                    |                                                                               | 3rd Violation: \$200,<br>\$225 after 10<br>business days |
|                                      | 94-136             | Snow removal from parking lot serving less than 10 dwelling units             | 1st Violation: \$50,<br>\$75 after 10<br>business days   |
|                                      |                    |                                                                               | 2nd Violation: \$100,<br>\$125 after 10<br>business days |
|                                      |                    |                                                                               | 3rd Violation: \$200,<br>\$225 after 10<br>business days |
|                                      | 94-136             | Snow removal from parking lot serving 10 or more dwelling units               | 1st Violation: \$50,<br>\$75 after 10<br>business days   |
|                                      |                    |                                                                               | 2nd Violation: \$100,<br>\$125 after 10<br>business days |
|                                      |                    |                                                                               | 3rd Violation: \$200,<br>\$225 after 10<br>business days |
|                                      | 110-34             | Trees and shrubs                                                              | 1st Violation: \$50,<br>\$75 after 10<br>business days   |
|                                      |                    |                                                                               | 2nd Violation: \$100,<br>\$125 after 10<br>business days |
|                                      |                    |                                                                               | 3rd Violation: \$200,<br>\$225 after 10<br>business days |
|                                      |                    |                                                                               |                                                          |
| Administrative<br>Hearings<br>Bureau |                    | <b>Vegetation</b>                                                             |                                                          |
|                                      | 110-81             | Grass and weed control                                                        | 1st Violation: \$50,<br>\$75 after 10<br>business days   |
|                                      |                    |                                                                               | 2nd Violation: \$100,<br>\$125 after 10<br>business days |
|                                      |                    |                                                                               | 3rd Violation: \$200,<br>\$225 after 10<br>business days |
|                                      | 110-85             | Lien collection charge for cost of cutting weeds                              | 50                                                       |
|                                      |                    | <b>Zoning Violations</b>                                                      |                                                          |

|                                |                    |                                                                                                                                                                                                                                                                    | FY 2013-2014                                          |
|--------------------------------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| Dept./Div.                     | Ordinance Sec. No. | Type of Fee                                                                                                                                                                                                                                                        | Fee (\$)                                              |
| Administrative Hearings Bureau | 122-8              | Zoning                                                                                                                                                                                                                                                             | 1st Violation: \$50,<br>\$75 after 10 business days   |
|                                |                    |                                                                                                                                                                                                                                                                    | 2nd Violation: \$100,<br>\$125 after 10 business days |
|                                |                    |                                                                                                                                                                                                                                                                    | 3rd Violation: \$200,<br>\$225 after 10 business days |
| Administrative Hearings Bureau |                    | <b>AHB Ordinance Costs</b>                                                                                                                                                                                                                                         |                                                       |
|                                |                    | Abatement costs                                                                                                                                                                                                                                                    | Actual cost plus fee                                  |
|                                |                    | Prosecution Costs                                                                                                                                                                                                                                                  | 200                                                   |
|                                |                    | Building Costs                                                                                                                                                                                                                                                     | N/A                                                   |
|                                |                    | Administrative Hearings Bureau Costs                                                                                                                                                                                                                               | 75                                                    |
|                                |                    | State JSA (set by state statute)                                                                                                                                                                                                                                   | 10                                                    |
|                                |                    | Continuance/Adjournment                                                                                                                                                                                                                                            | *50                                                   |
|                                |                    | Default                                                                                                                                                                                                                                                            | *50                                                   |
|                                |                    | Show Cause                                                                                                                                                                                                                                                         | *50                                                   |
|                                |                    | Motion to Set Aside Default                                                                                                                                                                                                                                        | *50                                                   |
| Department of Public Services  |                    | Street cut or curb cut - per opening                                                                                                                                                                                                                               | 60                                                    |
|                                |                    | Right of Way permit                                                                                                                                                                                                                                                | 60                                                    |
|                                |                    | Bond amount: Contractor shall furnish either a cash bond or a performance bond acceptable to the City of Ypsilanti and in compliance will all requirements of law that is to remain in effect for a period of not less than one (1) year from date of application. |                                                       |
|                                |                    | property line to back of curb                                                                                                                                                                                                                                      | 3000                                                  |
|                                |                    | property line to 1/2 pavement width                                                                                                                                                                                                                                | 5000                                                  |
|                                |                    | property line to full pavement width                                                                                                                                                                                                                               | 10,000                                                |
|                                | 94-112             | Moving building, license application fee<br>(*Owner also responsible for materials used)                                                                                                                                                                           | 320+*                                                 |
|                                |                    | Recycle bins - each                                                                                                                                                                                                                                                | 9                                                     |
|                                |                    | Trash Stickers                                                                                                                                                                                                                                                     | 2                                                     |
|                                | 110-77             | Manufactured Fertilizer Commercial Applicator                                                                                                                                                                                                                      | 25                                                    |
| Department of Public Services  |                    | <b>Administrative Fees</b>                                                                                                                                                                                                                                         |                                                       |
|                                |                    | Administration fee (monthly billings & special service invoices)                                                                                                                                                                                                   | 10% for annual amounts less than \$25,000             |
|                                |                    | Administration fee (monthly billings & special service invoices)                                                                                                                                                                                                   | 5% for annual amounts over \$25,000                   |
|                                |                    | Late fee for invoices                                                                                                                                                                                                                                              |                                                       |
|                                |                    | Over 30 days                                                                                                                                                                                                                                                       | 2%                                                    |
|                                |                    | Over 60 days                                                                                                                                                                                                                                                       | Additional 2%                                         |
|                                |                    | Penalty fee for failing to apply for Right of Way, excavation, curb cut permit or sidewalk replacement permit before work begins. Fee is in addition to permit fee.                                                                                                | 60                                                    |
|                                |                    | Removal of abandoned materials in City Right-of-Way (Barricades, Construction Signs, etc.)                                                                                                                                                                         | 50                                                    |
|                                |                    | Daily Storage Fee per item for abandoned materials removed from City Right-of-Way (Barricades, Construction Signs, etc.)                                                                                                                                           | 3                                                     |
|                                |                    | <b>Facilities and Public Property</b>                                                                                                                                                                                                                              |                                                       |

|              |                    |                                                                                                                                                                                                                                                                                                                                | FY 2013-2014                                  |
|--------------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| Dept./Div.   | Ordinance Sec. No. | Type of Fee                                                                                                                                                                                                                                                                                                                    | Fee (\$)                                      |
| Facilities   | 78-124             | Fees for rental of Senior Citizens center, Parkridge Community Center and Rutherford Pool (Reservation Fees (per hour, non-refundable, due 60 days in advance)                                                                                                                                                                 |                                               |
|              |                    | Senior Center (2 hr min.)                                                                                                                                                                                                                                                                                                      | 40/hr                                         |
|              |                    | Parkridge Community Center (2 hr. min.)                                                                                                                                                                                                                                                                                        | 30/hr                                         |
|              |                    | Damage deposit (refundable, due 14 days in advance)                                                                                                                                                                                                                                                                            | 200                                           |
|              |                    | Fees for Rutherford Pool shall be determined by the Friends of Rutherford Pool based on cost of service, projected attendance and other cost factors. Fees shall be approved by the City Manager and                                                                                                                           |                                               |
|              |                    | Senior Center, Parkview and Pool renters shall reimburse the City for actual costs of cleanup (including but not limited to Public Works employees) required if applicant fails to comply with cleanup agreement (employee costs shall be reimbursed at hourly rate +10% (non-profit events) or +15% (for-profit events)]      |                                               |
|              |                    | Fees for the Freighthouse and Farmers Market shall be determined by the Friends of the Ypsilanti Freighthouse based on the terms of the Operation and Management agreement.                                                                                                                                                    |                                               |
|              |                    | Default: Any person in default for 30 days or more shall be ineligible for a park reservation, special event permit, noise permit, street closing permit or city facility rental for eighteen months                                                                                                                           |                                               |
|              | 78-125             | <b>Park Reservation Fees</b>                                                                                                                                                                                                                                                                                                   |                                               |
|              |                    | Gazebo Rental (Riverside Park)                                                                                                                                                                                                                                                                                                 | 100/ first 2 hours, 25 each additional hour   |
| Parks        |                    | Pavillion Rental (resident)                                                                                                                                                                                                                                                                                                    | \$55/first 2 hours, \$25 each additional hour |
|              |                    | Pavillion Rental (nonresident)                                                                                                                                                                                                                                                                                                 | \$65/first 2 hours, each additional hour      |
|              |                    | Riverside Park Key (refundable deposit)                                                                                                                                                                                                                                                                                        | \$25                                          |
|              |                    | <b>Security deposit for the Gazebo and Pavilions are merged into Class 1 and 2 application fees</b>                                                                                                                                                                                                                            |                                               |
|              |                    | <b>Rental fees for Riverside and Frog Island park are merged into Class 3 and 4 permit application fees, and are subject to additional Capital Park Improvement and/or Administrative Fees for coordinating public park use, per day.</b>                                                                                      |                                               |
|              |                    | <b>Special Event Applicant shall reimburse the City for actual costs of cleanup (including but not limited to Public Works employees) required if applicant fails to comply with cleanup agreement. [employee and equipment costs shall be reimbursed at hourly rate +10% (non-profit events) or +15% (for-profit events)]</b> |                                               |
|              |                    | Reprint of W-2/1099-R                                                                                                                                                                                                                                                                                                          | 6                                             |
|              |                    | Copy of Payroll check stub                                                                                                                                                                                                                                                                                                     | 6                                             |
| Film Permits | 10-312             | Permit for Film on Public Property                                                                                                                                                                                                                                                                                             | 250                                           |
|              |                    | Permit for Film on Private Property                                                                                                                                                                                                                                                                                            | 100                                           |
|              |                    | Deposit (if City Services are required)                                                                                                                                                                                                                                                                                        | 3000                                          |

|                                               |                    |                                                                                                                                                                                                                                                                                                                                                                                                                     | FY 2013-2014 |
|-----------------------------------------------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Dept./Div.                                    | Ordinance Sec. No. | Type of Fee                                                                                                                                                                                                                                                                                                                                                                                                         | Fee (\$)     |
|                                               |                    | Daily Public Property Use-per day                                                                                                                                                                                                                                                                                                                                                                                   | 107          |
| <b>Special Events Parking</b>                 | 10-312 /10-268     | Parking Space Rental/per day                                                                                                                                                                                                                                                                                                                                                                                        | 25           |
|                                               |                    | Parking Officer                                                                                                                                                                                                                                                                                                                                                                                                     | 29           |
|                                               |                    | Special Events Parking Permit                                                                                                                                                                                                                                                                                                                                                                                       | 10/day       |
|                                               |                    | <b>Labor Fees:</b>                                                                                                                                                                                                                                                                                                                                                                                                  |              |
| <b>Special Events Labor</b>                   |                    | Police Officer                                                                                                                                                                                                                                                                                                                                                                                                      | 53/hr        |
|                                               |                    | Sergeant                                                                                                                                                                                                                                                                                                                                                                                                            | 67/hr        |
|                                               |                    | Lieutenant                                                                                                                                                                                                                                                                                                                                                                                                          | 69/hr        |
|                                               |                    | Dispatch                                                                                                                                                                                                                                                                                                                                                                                                            | 35/hr        |
|                                               |                    | Firefighter                                                                                                                                                                                                                                                                                                                                                                                                         | 46/hr        |
|                                               |                    | Lieutenant                                                                                                                                                                                                                                                                                                                                                                                                          | 50/hr        |
|                                               |                    | Captain                                                                                                                                                                                                                                                                                                                                                                                                             | 53/hr        |
|                                               |                    | Fire Chief                                                                                                                                                                                                                                                                                                                                                                                                          | 80/hr        |
|                                               |                    | DPS Operator ST                                                                                                                                                                                                                                                                                                                                                                                                     | 34/hr        |
|                                               |                    | DPS Operator OT                                                                                                                                                                                                                                                                                                                                                                                                     | 51/hr        |
|                                               |                    | DPS Operator DT                                                                                                                                                                                                                                                                                                                                                                                                     | 68/hr        |
|                                               |                    | DPS Supervisor ST                                                                                                                                                                                                                                                                                                                                                                                                   | 40/hr        |
|                                               |                    | DPS Supervisor OT                                                                                                                                                                                                                                                                                                                                                                                                   | 60/hr        |
|                                               |                    | DPS Supervisor DT                                                                                                                                                                                                                                                                                                                                                                                                   | 80/hr        |
| <b>Special Events Administrative Services</b> |                    | Parade Route                                                                                                                                                                                                                                                                                                                                                                                                        | 81           |
|                                               |                    | Traffic Control Plan                                                                                                                                                                                                                                                                                                                                                                                                | 81           |
|                                               |                    | Walk/Run Route                                                                                                                                                                                                                                                                                                                                                                                                      | 81           |
|                                               |                    | Special Event Applicant shall reimburse the City for all actual costs incurred by the Ypsilanti Department of Public Works and Police Department related to the event, <b>including third party costs</b> , as determined no later than 14 days prior to the event during pre-event meeting. (employee and equipment costs shall be reimbursed at hourly rate +10% (non-profit events) or +15% (for-profit events)) |              |
| <b>Special Events Equipment</b>               |                    | <b>Equipment: Police &amp; Fire</b>                                                                                                                                                                                                                                                                                                                                                                                 |              |
|                                               |                    | Mobile Command                                                                                                                                                                                                                                                                                                                                                                                                      | 11.44        |
|                                               |                    | Police Cruiser                                                                                                                                                                                                                                                                                                                                                                                                      | 8.09         |
|                                               |                    | Class 1 Engine                                                                                                                                                                                                                                                                                                                                                                                                      | 450          |
|                                               |                    | Aerial Truck                                                                                                                                                                                                                                                                                                                                                                                                        | 450          |
|                                               |                    | Support Vehicle                                                                                                                                                                                                                                                                                                                                                                                                     | 150          |
|                                               |                    | <b>Equipment: Department of Public Services</b>                                                                                                                                                                                                                                                                                                                                                                     |              |
|                                               |                    | Custom Temp No Parking Signs Includes Date & Time (per bundle of 10)                                                                                                                                                                                                                                                                                                                                                | 25.00/per 10 |
|                                               |                    | Barricades - small                                                                                                                                                                                                                                                                                                                                                                                                  | 4.00/Day     |
|                                               |                    | Barricades - large (for street closures)                                                                                                                                                                                                                                                                                                                                                                            | 15.00/Day    |
|                                               |                    | Traffic Cones 18" or 25"                                                                                                                                                                                                                                                                                                                                                                                            | 2.00/Day     |
|                                               |                    | Traffic Cones 42"                                                                                                                                                                                                                                                                                                                                                                                                   | 3.00/Day     |
|                                               |                    | Road Signs                                                                                                                                                                                                                                                                                                                                                                                                          | 8.00/Day     |
|                                               |                    | Car - Crown Vic (V #23)                                                                                                                                                                                                                                                                                                                                                                                             | 7.36         |
|                                               |                    | Arrowboard (V #2)                                                                                                                                                                                                                                                                                                                                                                                                   | 4.87         |
|                                               |                    | Snow Blower (V #3)                                                                                                                                                                                                                                                                                                                                                                                                  | 3.36         |
|                                               |                    | Stake Truck (V #131)                                                                                                                                                                                                                                                                                                                                                                                                | 9.54         |
|                                               |                    | Dump Truck (V #100)                                                                                                                                                                                                                                                                                                                                                                                                 | 38.89        |
|                                               |                    | Pickup Truck (V #101)                                                                                                                                                                                                                                                                                                                                                                                               | 9.33         |
|                                               |                    | Small Dump truck (V #104)                                                                                                                                                                                                                                                                                                                                                                                           | 9.33         |



|                                                   |                    |                                                                                                                | FY 2013-2014                  |
|---------------------------------------------------|--------------------|----------------------------------------------------------------------------------------------------------------|-------------------------------|
| Dept./Div.                                        | Ordinance Sec. No. | Type of Fee                                                                                                    | Fee (\$)                      |
|                                                   |                    | Large Dump truck-no plow (V #109 no plow)                                                                      | 38.89                         |
|                                                   |                    | Large Dump truck with plow (V #109)                                                                            | 52.42                         |
|                                                   |                    | Van with aerial lift (V #112)                                                                                  | 18.45                         |
|                                                   |                    | Trailer (V-117)                                                                                                | 7.75                          |
|                                                   |                    | Weed Whip (V #423)                                                                                             | 4.16                          |
|                                                   |                    | Mower (V 448)                                                                                                  | 26.43                         |
|                                                   |                    | Sweeper (V #139)                                                                                               | 90.85                         |
|                                                   |                    | Loader (V #129)                                                                                                | 66.25                         |
|                                                   |                    | Rear Packet Truck (V#603) new in 2012                                                                          | 25.61/hr                      |
|                                                   |                    | Bobcat (V#128) new in 2012                                                                                     | 43.29/hr                      |
|                                                   |                    | Bobcat with Palled Fork                                                                                        | 48.29/hr                      |
|                                                   |                    | Bobcat with Backhoe                                                                                            | 45.74/hr                      |
|                                                   |                    | Bobcat with Snow Pusher                                                                                        | 57.47/hr                      |
|                                                   | 110                | Manufactured Fertilizer Commercial Applicator                                                                  | 25                            |
| <b>Special Events Application and Permit Fees</b> | 10-268             | Festival - Special Events use fees and Park Registration Fees (merged                                          |                               |
|                                                   |                    | Special Events Application Fee (nonrefundable)                                                                 | 25                            |
|                                                   |                    | <b>Special Events Permit Fees</b> (nonrefundable, due 14 days in                                               |                               |
|                                                   |                    | Class 4a events (alcohol, more than 10,000 participants)                                                       | 500/day                       |
|                                                   |                    | Class 4 events (more than 10,000 participants)                                                                 | 400/day                       |
|                                                   |                    | Class 3a events (alcohol)                                                                                      | 300/day                       |
|                                                   |                    | Class 3 events                                                                                                 | 200/day                       |
|                                                   |                    | Class 2 events                                                                                                 | 65                            |
|                                                   |                    | Class 1 events                                                                                                 | 55                            |
|                                                   |                    | Local Street Closure Permit (per street)                                                                       | 100                           |
|                                                   |                    | Major Street Closure Permit (per street)                                                                       | 160                           |
|                                                   |                    | Noise Permit                                                                                                   | 20                            |
|                                                   |                    | Sign/Banner Permit                                                                                             | 28                            |
|                                                   |                    | Banner fees (non-refundable, due 30 days in advance, must receive approval from business district association) | Actual Cost<br>(2 hours min.) |
|                                                   |                    | <b>Event Security deposit (refundable, due 14 days in advance)</b>                                             |                               |
|                                                   |                    | Class 4a events (alcohol, more than 10,000 participants)                                                       | 5000                          |
|                                                   |                    | Class 4 events                                                                                                 | 5000                          |
|                                                   |                    | Class 3a events (alcohol, less than 10,000 participants)                                                       | 2000                          |
|                                                   |                    | Class 3 events                                                                                                 | 1000                          |
|                                                   |                    | Class 2 events                                                                                                 | 500                           |
|                                                   |                    | Class 1 events                                                                                                 | 100                           |
|                                                   |                    | Surety bond in lieu of damage deposit (subject to City Attorney approval)                                      | 10,000                        |
| <b>Special Events Capital Park Improvement</b>    |                    | Capital Park Improvement Fee                                                                                   |                               |
|                                                   |                    | Class 1 events                                                                                                 | 0                             |
|                                                   |                    | Class 2 events                                                                                                 | 0                             |
|                                                   |                    | Class 3 Events                                                                                                 | 250/day                       |
|                                                   |                    | Class 3a events                                                                                                | 1000/day                      |
|                                                   |                    | Class 4 events                                                                                                 | 1000/day                      |
|                                                   |                    | Class 4a events                                                                                                | 1000/day                      |
|                                                   |                    | Utility Fee-Electric                                                                                           |                               |

|                                               |                    |                                                                                                                                                                                                                                                        | FY 2013-2014                  |
|-----------------------------------------------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| Dept./Div.                                    | Ordinance Sec. No. | Type of Fee                                                                                                                                                                                                                                            | Fee (\$)                      |
| Special Events<br>Utilities                   |                    | Class 4 events                                                                                                                                                                                                                                         | \$100/Day                     |
|                                               |                    | Class 3 events                                                                                                                                                                                                                                         | \$100/Day                     |
|                                               |                    | Class 2 events                                                                                                                                                                                                                                         | 25/Day                        |
|                                               |                    | Class 1 events                                                                                                                                                                                                                                         | 25/Day                        |
|                                               |                    | Utility Fee-Water                                                                                                                                                                                                                                      |                               |
|                                               |                    | Class 4 events                                                                                                                                                                                                                                         | 50/Day                        |
|                                               |                    | Class 3 events                                                                                                                                                                                                                                         | 50/Day                        |
|                                               |                    | Class 2 events                                                                                                                                                                                                                                         | 15/Day                        |
|                                               |                    | Class 1 events                                                                                                                                                                                                                                         | 15/Day                        |
|                                               | 10-271             | Vendors requiring hard wiring electricity (Licensed electrician required to complete permit application. Work must be inspected by City Bldg. Dept.)                                                                                                   | No Hard Wiring                |
| Special Events<br>Trash & Site<br>Restoration |                    | Banner fees (non-refundable, due 30 days in advance, must receive approval from business district association)                                                                                                                                         | Actual Cost<br>(2 hours min.) |
|                                               |                    | <b>Trash and Clean Up</b>                                                                                                                                                                                                                              |                               |
|                                               |                    | Applicant(s) shall reimburse the City for actual costs of cleanup (including but not limited to Public Works employees) required if applicant fails to comply with cleanup agreement.(employee costs shall be reimbursed at hourly rate +10% overhead) |                               |
|                                               |                    | Trash per cubic yard                                                                                                                                                                                                                                   | 28.00/cy                      |
|                                               |                    | Site Restoration                                                                                                                                                                                                                                       |                               |
|                                               |                    | Failure to restore site by 1:00 p.m. day following event                                                                                                                                                                                               | 50/day                        |
| Ordinance                                     |                    | City site restoration                                                                                                                                                                                                                                  | \$150, plus labor and fringes |
|                                               |                    | <b>Animals</b>                                                                                                                                                                                                                                         |                               |
|                                               | 14-3               | Impoundment fees - reclaim fee                                                                                                                                                                                                                         | 16                            |
|                                               | 14-34              | Animal license, reapplication fee - human s.                                                                                                                                                                                                           | 11                            |
|                                               | 14-53              | Various animal license fees - New Ordinances                                                                                                                                                                                                           |                               |
|                                               | 14-54              | Animal license replacement fee                                                                                                                                                                                                                         |                               |
|                                               | 14-84              | Animal permit reapplication                                                                                                                                                                                                                            |                               |
|                                               |                    | If application made before March 1                                                                                                                                                                                                                     | 12                            |
|                                               |                    | Delinquent application                                                                                                                                                                                                                                 | 16                            |
|                                               |                    | Application following July 10                                                                                                                                                                                                                          | 6                             |
|                                               |                    | Delinquent application following July 10                                                                                                                                                                                                               | 8                             |
|                                               | 14-86              | Animal permit transfer                                                                                                                                                                                                                                 | 11                            |
|                                               | 14-131             | Kennel license                                                                                                                                                                                                                                         | 78                            |
|                                               | 14-13              | Chicken Permit Application                                                                                                                                                                                                                             | 25                            |
|                                               |                    | <b>Medical Marijuana</b>                                                                                                                                                                                                                               |                               |
|                                               | 22-205             | Medical Marijuana Application                                                                                                                                                                                                                          | 2500                          |
|                                               | 22-205             | Application Renewal                                                                                                                                                                                                                                    | 1100                          |
|                                               | 38-135             | <b>Fire Emergency Response</b>                                                                                                                                                                                                                         |                               |
|                                               |                    | CLASS 1 ENGINE                                                                                                                                                                                                                                         | 450 with crew                 |
|                                               |                    | AERIAL TRUCK                                                                                                                                                                                                                                           | 650 with crew                 |
|                                               |                    | SUPPORT VEHICLE                                                                                                                                                                                                                                        | 150 with crew                 |
|                                               |                    | FIRE FIGHTER                                                                                                                                                                                                                                           | 36                            |
|                                               |                    | FIRE OFFICER                                                                                                                                                                                                                                           | 43                            |
|                                               |                    | FIRE INSPECTOR                                                                                                                                                                                                                                         | 43                            |
|                                               |                    | Fire Standby Pyrotechnic (includes inspection)                                                                                                                                                                                                         | 250                           |
|                                               |                    | Fire Display (includes inspection)                                                                                                                                                                                                                     | 250                           |

|                                                                      |                    |                                                                                        | FY 2013-2014 |
|----------------------------------------------------------------------|--------------------|----------------------------------------------------------------------------------------|--------------|
| Dept./Div.                                                           | Ordinance Sec. No. | Type of Fee                                                                            | Fee (\$)     |
| <b>Police/Fire:<br/>Cost Recovery<br/>for Emergency<br/>Services</b> |                    | Fire inspection                                                                        | 50           |
|                                                                      |                    | Fire investigations                                                                    | 500          |
|                                                                      |                    | Fire permits                                                                           | 50           |
|                                                                      | 38-40              | <b>False Alarms</b>                                                                    |              |
|                                                                      |                    | False alarm fees                                                                       |              |
|                                                                      |                    | first false alarm in calendar year                                                     | 0            |
|                                                                      |                    | second false alarm in calendar year                                                    | warning      |
|                                                                      |                    | third, fourth and fifth false alarm in calendar yr.                                    |              |
|                                                                      |                    | for Police                                                                             | 100          |
|                                                                      |                    | for Fire                                                                               | 300          |
|                                                                      |                    | six or more false alarms in calendar year                                              |              |
|                                                                      |                    | for Police                                                                             | 200          |
|                                                                      |                    | for Fire                                                                               | 1000         |
|                                                                      | 38-78              | Incidents Involving Persons Driving Under The Influence                                |              |
|                                                                      |                    | OWI                                                                                    | 155          |
|                                                                      |                    | OWI with accident                                                                      | 205          |
|                                                                      |                    | OWI with blood draw                                                                    | 230          |
| <b>Police/Fire:<br/>Records and<br/>Reports</b>                      |                    | Accident or incident report                                                            | 15           |
|                                                                      |                    | Police Report                                                                          | 10           |
|                                                                      |                    | per additional page                                                                    | 1            |
|                                                                      |                    | Local Records Check                                                                    | 30           |
|                                                                      |                    | Letter of identification                                                               | n/a          |
| <b>Police</b>                                                        |                    | <b>Bicycle Registration Fees</b>                                                       |              |
|                                                                      | 102-34 (6.30(5))   | Bicycle registration fee                                                               | 5.00         |
|                                                                      | 102-34 (6.30(6))   | Bicycle registration fee - change of ownership                                         | 5.00         |
|                                                                      | 102-34 (6.30(7))   | Bicycle registration fee - loss of license plate                                       | 5.00         |
|                                                                      |                    | Bike license                                                                           | n/a          |
|                                                                      |                    | Transfer of bike license                                                               | n/a          |
|                                                                      |                    | <b>Parking Fees</b>                                                                    |              |
|                                                                      | 102-61 (a)         | Parking rates: per hour                                                                | 0.75         |
|                                                                      | 102-61 (b)         | 10 hour parking per hour                                                               | 0.50         |
|                                                                      | 102-62             | Impound Vehicles:                                                                      |              |
|                                                                      |                    | Impound - private property                                                             | 30.00        |
|                                                                      |                    | Impound - police -tow-admin. fee                                                       | 40.00        |
|                                                                      | 102-81 (a)         | Parking violations - failure to admit responsibility                                   | 15.00        |
|                                                                      |                    | additional notice violation fee                                                        | 25.00        |
|                                                                      | 102-82             | Schedule of violation fees:                                                            |              |
|                                                                      |                    | Blockading: alley, sidewalk, crosswalk, driveway, emergency exit, fire escape, traffic | 35.00        |
|                                                                      |                    | Blockading: traffic                                                                    | 35.00        |
|                                                                      |                    | Display advertising                                                                    | 25.00        |
|                                                                      |                    | Displaying cars "for sale" on City property                                            | 25.00        |
|                                                                      |                    | Improper parking                                                                       | 25.00        |
|                                                                      |                    | Parking alongside/opposite street excavation                                           | 25.00        |
|                                                                      |                    | Parking for over 48 hours                                                              | 25.00        |
|                                                                      |                    | Parking in Fire lane                                                                   | 30.00        |
|                                                                      |                    | Parking in emergency snow route                                                        | 125.00       |
|                                                                      |                    | Parking in handicapped zone                                                            | 100.00       |

|            |                    |                                                                                                                                                                                                                                                                                    | FY 2013-2014 |
|------------|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Dept./Div. | Ordinance Sec. No. | Type of Fee                                                                                                                                                                                                                                                                        | Fee (\$)     |
| Police     |                    | Parking in prohibited zone, including bus stop, taxi stand and loading zone                                                                                                                                                                                                        |              |
|            |                    | Parking left side to curb (except on one-way streets)                                                                                                                                                                                                                              | 25.00        |
|            |                    | Parking motor running, car unattended                                                                                                                                                                                                                                              | 25.00        |
|            |                    | Parking not fully within metered space                                                                                                                                                                                                                                             | 25.00        |
|            |                    | Parking of inoperative vehicle                                                                                                                                                                                                                                                     | 25.00        |
|            |                    | Parking on a bridge                                                                                                                                                                                                                                                                | 25.00        |
|            |                    | Parking on front or side lawn                                                                                                                                                                                                                                                      | 25.00        |
|            |                    | Parking on margin                                                                                                                                                                                                                                                                  | 25.00        |
|            |                    | Parking on private property                                                                                                                                                                                                                                                        | 25.00        |
|            |                    | Parking on street during maintenance hours (2 am to 6 am)                                                                                                                                                                                                                          | 25.00        |
|            |                    | Parking opposite a fire station curb                                                                                                                                                                                                                                               | 25.00        |
|            |                    | Parking over 12" from curb                                                                                                                                                                                                                                                         | 25.00        |
|            |                    | Parking over legal limit:                                                                                                                                                                                                                                                          |              |
|            |                    | if paid at the City Treasurer's office before the end of the next business day following issuance                                                                                                                                                                                  | 10.00        |
|            |                    | if paid in person, via mail, or online within 14 days following issuance                                                                                                                                                                                                           | 15.00        |
|            |                    | if paid in person, via mail, 24-hour drop box, or online after 14 days following issuance                                                                                                                                                                                          | 25.00        |
|            |                    | Parking to wash/polish/grease/repair vehicle                                                                                                                                                                                                                                       | 25.00        |
|            |                    | Parking w/o permit / residential permit required                                                                                                                                                                                                                                   | 50.00        |
|            |                    | Parking w/ expired meter:                                                                                                                                                                                                                                                          |              |
|            |                    | if paid at the City Treasurer's office before the end of the next business day following issuance                                                                                                                                                                                  | 10.00        |
|            |                    | if paid in person, via mail, or online within 14 days following issuance                                                                                                                                                                                                           | 15.00        |
|            |                    | if paid in person, via mail, 24-hour drop box, or online after 14 days following issuance                                                                                                                                                                                          | 25.00        |
|            |                    | Parking within 15 ft. of a fire hydrant                                                                                                                                                                                                                                            | 50.00        |
|            |                    | Parking within 20 ft of a cross walk                                                                                                                                                                                                                                               | 25.00        |
|            |                    | Parking within 200 ft of a crash scene                                                                                                                                                                                                                                             | 25.00        |
|            |                    | Parking within 30 ft of stop sign                                                                                                                                                                                                                                                  | 25.00        |
|            |                    | Parking within 50 ft of R/R crossing                                                                                                                                                                                                                                               | 25.00        |
|            |                    | Parking within 500 ft of a fire scene                                                                                                                                                                                                                                              | 25.00        |
|            |                    | Parking: blocking fire hydrant                                                                                                                                                                                                                                                     | 50.00        |
|            |                    | Parking: double parking                                                                                                                                                                                                                                                            | 25.00        |
|            |                    | Parking: night parking in prohibited zone                                                                                                                                                                                                                                          | 25.00        |
|            |                    | Safety zone and curb                                                                                                                                                                                                                                                               | 25.00        |
|            |                    | Selling merchandise from vehicle                                                                                                                                                                                                                                                   | 50.00        |
|            |                    | Unauthorized parking on city property                                                                                                                                                                                                                                              | 25.00        |
|            |                    | *** For all fees in this section: If defendant fails to admit responsibility within 10 days of the parking violation citation, a late fee of \$5 shall be assessed in addition to the fee specified. IF it is necessary to issue a notice to the Defendant, costs of an additional |              |
| Police     |                    | <b>Audio/Visual</b>                                                                                                                                                                                                                                                                |              |
|            |                    | Photograph- Digital Print                                                                                                                                                                                                                                                          | 3/photo      |
|            |                    | Photograph- Disk                                                                                                                                                                                                                                                                   | 25/disk      |
|            |                    | Photo processing (per photo + applicable FOIA charges)                                                                                                                                                                                                                             | 1/photo      |
|            |                    | Audio disks (i.e., 911 calls)                                                                                                                                                                                                                                                      | 25/disk      |
|            |                    | In-car camera video                                                                                                                                                                                                                                                                | 25/disk      |

|            |                    |                                                        | FY 2013-2014                         |
|------------|--------------------|--------------------------------------------------------|--------------------------------------|
| Dept./Div. | Ordinance Sec. No. | Type of Fee                                            | Fee (\$)                             |
|            |                    | Station Video                                          | 25/disk                              |
|            |                    | Processing cassette tapes/cds/dvds (per 15 minutes)    | Sgt's hourly rate                    |
| Police     |                    | <b>Misc. Police Fees</b>                               |                                      |
|            |                    | Public vehicle license                                 | 30                                   |
|            |                    | Replacement of valid public vehicle license            | 30                                   |
|            |                    | Gold and silver registration (approval)                | 55                                   |
|            |                    | Gold and silver registration (if denied)               | 35                                   |
|            |                    | Preliminary Blood Testing (court ordered)              | 20                                   |
|            |                    | Fingerprinting (court ordered and liquor control only) | No Charge                            |
|            |                    | Fingerprinting (Live scan)                             | 65                                   |
|            |                    | Fingerprinting (Ink prints)                            | 20/card                              |
|            |                    | Gun purchase (first card)                              | 0 (State law)<br>\$10 for notarizing |
|            |                    | Processing bond money for other departments            | 10 (State law)                       |
|            |                    | 24 hour Liquor License                                 | n/a                                  |

\* Will not become effective until after City Council adopts the AHB ordinance amendment.

**OFFERED BY:**  
**SUPPORTED BY:**  
**Vote**



Resolution No. 2013-230  
November 5, 2013

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

THAT the rules be suspended and Resolution No. 2013-125B appointing Caryn Charter to the Local Development Finance Authority (LDFA) be reconsidered.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:              NO:              ABSENT:              VOTE:

## **Caryn Charter**

Caryn Charter has more than twenty years experience in various aspects of grants administration and nonprofit management, including sixteen years experience in research administration in higher education. She serves as interim director of the EMU Office of Research Development (ORD), which handles both sponsored research activity and technology transfer for the University. Throughout her career, Caryn has developed a broad range of expertise, ranging from negotiating research agreements and intellectual property rights with private industry, to assisting faculty members with federal or foundation proposals to overseeing the of University's research compliance activities.

Before coming to EMU ORD in 1997, Caryn worked with non-profit organizations at both the national and local levels. At the national level, she managed the review and award process for two U.S.-focused grant programs and assisted in establishing new programs for Special Olympics International located in Washington, DC. Work with local nonprofits included working with the Grand Traverse Commons Redevelopment Corporation in Traverse City, Michigan to fulfill its mission of redeveloping the site and buildings of the Traverse City State Hospital. Caryn holds two degrees from Eastern Michigan University, a Bachelor of Science, and a Master's of Public Administration. Caryn has provided service to her profession and community by having served as President of the Michigan Society of Research Adminsitators (2007-2009), and currently serving as a member of the City of Dearborn Planning Commission.

Goals for serving on the LDFA Board for the Ann Arbor/Ypsilanti Smartzone are to:

- Assist the Ann Arbor/Ypsilanti Smartzone provide oversight of the LDFA and allocate resources to support the growth and expansion of the infrastructure and services that will attract emerging and growing technology businesses to locate within Washtenaw County;
- Represent the Ypsilanti Community, including Eastern Michigan University, and its interests in the Ann Arbor/Ypsilanti Smartzone LDFA; and
- Foster communication and relationships between the Ann Arbor/Ypsilanti Smartzone, the Ypsilanti Community, and Eastern Michigan University that will benefit economic development in the County.



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

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

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John M. Barr  
Karl A. Barr  
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Jesse O'Jack ~ Of Counsel
William F. Anhut ~ Of Counsel – Retired
Jane A. Slider ~ Legal Assistant

REQUEST FOR LEGISLATION

DATE: November 4, 2013

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Revoke ordinances regarding chief's retirement modifier

SUMMARY/BACKGROUND

A number of years ago the city increased the pension multiplier of members of the fire and police departments by collective bargaining. Two ordinances (#965 and 1054) were passed to provide the same increased multiplier for the chiefs, non union members. Since that time the multiplier has been reduced by collective bargaining for union members. The attached ordinance would revoke the previous ordinances that increased the retirement multiplier of future chiefs subject to Act 345. Previous chiefs would continue with their vested benefits.

This would be a new, late addition to the agenda for the November 5, 2013 meeting. The reason for the late addition is to have the legislation effective before the appointment of any new police chief. The public hearing would be held before the 2nd reading of the proposed ordinance.

ATTACHMENTS: Proposed Ordinance

RECOMMENDED ACTION: Adoption of the ordinance

DATE RECEIVED: _____ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF: _____ FINANCE DIR. APPROVAL



Resolution No. 2013-231
November 5, 2013

Resolution to approve on First Reading, an ordinance to repeal Ordinances No. 965 and 1054, that amended the provisions of the city of Ypsilanti Fire and Police Retirement System, contained in Public Act 345 of 1937, as amended, to provide for retirement and post retirement pension improvements to retirees who have retired from the position of Police or "Fire Chief.

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:

An ordinance to adopt an ordinance to repeal **Ordinance No.1054** "An ordinance to amend the provisions of the city of Ypsilanti Fire and Police Retirement System, contained in Public Act 345 of 1937, as amended, to provide for post retirement pension improvements to retirees who have retired from the position of Fire Chief, and **Ordinance No. 965**, "An ordinance to amend the provisions of the City of Ypsilanti Fire and Police Retirement System, contained in Act 345 of 1937, as amended, to provide for Post Retirement Pension improvements to retirees who retired from the position of Police Chief, be approved on First Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1201**

An ordinance to repeal Ordinance No. 965 "An Ordinance to Amend the Provisions of the city of Ypsilanti Fire and Police Retirement System, contained in public act 345 of 1937, as amended, to provide for post retirement pension improvements to the retirees who retired from the position of police chief", and Ordinance No.1054 "An ordinance to amend the provisions of the city of Ypsilanti Fire and Police Retirement System, contained in Public Act 345 of 1937, as amended, to provide for post retirement pension improvements to retirees who have retired from the position of fire chief.

THE CITY OF YPSILANTI HEREBY ORDAINS:

- A. That Ordinance No. 965 and 1054 are hereby repealed to the extent that said ordinances effect any fire or police chief assuming the position of fire or police chief after the effective date of this ordinance, but not to the extent that said ordinances have effected any fire or police chief assuming the position of fire or police chief prior to the effective date of this ordinance.
- B. That this repeal shall not impair or affect any benefits of persons presently in the position of fire chief or any retired police or fire chief.

2. Severability. If any clause, sentence, section, paragraph, or part of this ordinance, or the application thereof to any person, firm, corporation, legal entity, or circumstances, shall be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not effect, impair, or invalidate the remainder of this Ordinance and the application of such provision to other persons, firms, corporations, legal entities, or circumstances by such judgment shall be confined in its operation to the clause, sentence, section, paragraph, or part of this Ordinance thereof directly involved in the case or controversy in which such judgment shall have been rendered and to the person, firm, corporation, legal entity, or circumstances then and there involved. It is hereby declared to be the legislative intent of this body that the Ordinance would have been adopted had such invalid or unconstitutional provisions not have been included in this Ordinance.

3. Repeal. All other Ordinances inconsistent with the provisions of this Ordinance are, to the extent of such inconsistencies, hereby repealed.

4. Savings Clause. The balance of the Code of Ordinances, City of Ypsilanti, Michigan, except as herein or previously amended, shall remain in full force and effect. The repeal provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation,

or prosecution of any right established, occurring prior to the effective date hereof.

5. Copies to be available. Copies of the Ordinance are available at the office of the city clerk for inspection by, and distribution to, the public during normal office hours. A complete copy of the ordinance is also available for inspection on the City's website, www.cityofypsilanti.com.

6. Publication and Effective Date. The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published by printing the same in the publication of record. This Ordinance shall become effective after publication at the expiration of 30 days after adoption.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____ DAY OF _____, 2013.

Frances McMullan, City Clerk

Attest

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

Frances McMullan, City Clerk

CERTIFICATE OF ADOPTING

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

Frances McMullan, City Clerk

Notice Published: _____

First Reading: November 5, 2013

Second Reading: _____

Published: _____

Effective Date: _____

Statement from Richard Smith:

Mr. Schreiber,

Once again, I would like to thank you for considering me for the open position on the YDD Board.

My knowledge spans far beyond the text book and extends into the physical world. I have spent the majority of my professional life developing viable businesses. Currently I have established businesses in downtown Ypsilanti area.

During my tenure on the YDD board, it is my intention to transform the downtown area into a thriving business hub. I aspire to breathe new life into the city of Ypsilanti by making the area more attractive to young entrepreneurs who are unafraid to invest their time, money and sweat equity into the area. Consequently, this will not only introduce new employment opportunities but also aide in substantiating economic success.

Sincerely,
RICHARD SMITH



Resolution No. 2013-229
November 5, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE: