1. City Council Agenda

   Documents: 05-10-16 FINAL AGENDA.PDF

2. City Council Meeting Packet

   Documents: 5-10-16 COUNCIL MEETING PACKET.PDF

**CITY OF YPSILANTI**
**REGULAR/BUDGET COUNCIL MEETING**
**CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.**
**YPSILANTI, MI 48197**
**Tuesday, May 10, 2016**
**6:00 p.m.**

## I. CALL TO ORDER –

## II. ROLL CALL –

| | | | |
|---|---|---|---|
| Council Member Anne Brown | P A | Council Member Robb | P A |
| Council Member Nicole Brown | P A | Council Member Vogt | P A |
| Council Member Murdock | P A | Mayor Edmonds | 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. INTRODUCTIONS –

Introduction of New Police Officers – Chief Tony DeGuisti

## VI. AGENDA APPROVAL –

## VII. PRESENTATIONS –

## VIII. AUDIENCE PARTICIPATION –

## IX. REMARKS BY THE MAYOR –

## X. ORDINANCES – FIRST READING

*Ordinance No. 1270*

Herman & Kittle PILOT Agreement

A. Resolution No. 2016-095, determination
B. Open public hearing
C. Resolution No. 2016-096, close public hearing

**RESOLUTIONS/MOTIONS/DISCUSSIONS**

1. Resolution No. 2016-097, approving purchase agreement with Herman & Kittle.

## XI. CONSENT AGENDA – *Resolution No. 2016-098*

1. Resolution No. 2016-099, approving the minutes of April 19 and May 3, 2016.

2. Resolution No. 2016-100, approving Traffic Control Order for AAATA bus parking

3. Resolution No. 2016-101, approving appointments to Boards and Commissions.

## XII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2016-102, approving amendment to Freighthouse budget.

2. Resolution No. 2016-103, approving additional services contract with AKT Peerless for Brownfield services for Water Street.

## XIV. BUDGET SESSION -

General and Non-General Fund Expenditures Review/Questions
(FY 2015-16, FY 2016-17)

Kevin Welch, Human Resources Manager:
- Human Resources – Pages 139-140
- Unemployment – Page 155
- Workers' Compensation Fund (677) – Pages 138-140

Tony DeGiusti, Police Chief:
- Police Service Revenues – Pages 3-4, 6
- Police Services (Administration, Field Services, Bullet proof Vest Grant, Parking Enforcement) – Pages 19-23
- Special Events – Page 6 and 28
- Police Special Revenue Fund (265) – Pages 69-70
- Capital Equipment – Page 99
- Motorpool Expenses – 134

Max Anthouard, Fire Chief:
- Fire Services Revenues – Page 5
- Fire Services (Administration, Homeland Grant-SAFER, Suppression) Pages 23-25
- Capital Equipment – Page 99
- Motorpool Expenses – Pages 131-135

John Barr, City Attorney:
- Legal Services – Pages 17-18

## XV. LIASON REPORTS –

A. SEMCOG Update
B. Washtenaw Area Transportation Study
C. Urban County
D. Freight House
E. Parks and Recreation
F. Ypsilanti Downtown Development Authority
G. Eastern Washtenaw Safety Alliance
H. Police-Community Relations/Black Lives Matter Joint Task Force
I. Friends of Rutherford Pool

## XIV. COUNCIL PROPOSED BUSINESS –

## XV. COMMUNICATIONS FROM THE MAYOR –

## XVI. COMMUNICATIONS FROM THE CITY MANAGER –

## XVII. AUDIENCE PARTICIPATION –

## XVIII. REMARKS FROM THE MAYOR –

## XIX. ADJOURNMENT -

Resolution No. 2016-104, adjourning the City Council meeting.

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## XIX. ADJOURNMENT -

Resolution No. 2016-104, adjourning the City Council meeting.

REQUEST FOR LEGISLATION
MAY 10, 2016

To: Mayor and City Council

From: Beth Ernat, Director of Community and Economic Development

Subject: Herman and Kittle Properties PILOT Ordinance

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SUMMARY & BACKGROUND:

Herman and Kittle Properties, Inc (HKP) submitted a Letter of Intent (LOI) in April and it was discussed at the April 5, 2016 Council meeting. Council directed staff to negotiate a Purchase Agreement with HKP for the property located to the west of Family Dollar and to the south of Michigan Avenue within the Water Street development area.

The proposed development would be a mixed-use building with approximately 14000 square feet of commercial (rentable/taxable) development on the first floor Michigan Avenue frontage and 80-residential apartments ranging from one bedroom to four bedrooms.

In order to utilize the MSHDA Tax Credits for the development of the property, the developer is requesting approval of a Payment in Lieu of Taxes or a PILOT. The PILOT allows the developer to pay 10 percent of their gross revenue annually in lieu of tax assessment. A PILOT was approved for Water Street Flats (same development in different location). The developer is seeking the same model of approval for the new proposed location which is: developer pays tax assessment for the duration of the brownfield TIF agreement, when eligible expenses have been paid back as approved in the Work Plan Agreement (forthcoming) the PILOT would then be in effect until the developer refinances the project, sells the project, or the tax credits expire not to exceed the life of the MSHDA mortgage on the property. **The PILOT only applies to the residential property covered by the MSHDA mortgage.** The proposed 14,000 square feet of commercial would be tax eligible for the life of the building.

The estimated Total Cash Value (TCV) of the project is $3,188,092.14; the estimated State Equalization Value (SEV) at full assessment is $1,594,046.07. Based on current millage rates that would equate to approximately $131,298.39 in taxes annually.

The estimated value of the commercial portion of the property is $78,000; annual estimated taxes would be $6425. Based on the developers projects for the income and occupancy the annual PILOT would be $108,000. The total annual payment estimated is $114,425 a difference of $16,873.

If the site is ultimately approved by MSHDA, HKP will submit site plans and begin the PUD process for approval. City Council will have final approval of the Planned Unit Development (PUD).

Once the site plan has been submitted and approved an Act 381 Work Plan will need to be submitted and approved by the Brownfield Redevelopment Authority and MEDC for capture of the State Taxes. The estimated time of reimbursement based of eligible costs is 10 years. The proposed estimated eligible costs are below:

| | | |
|---|---|---|
| Demolition | $ | 5,525 |
| Site Excavation (includes environmental remediation) | $ | 213,850 |
| Road Access (includes utilities and sidewalks) | $ | 353,100 |
| Erosion Control | $ | 11,380 |
| Site Staking | $ | 12,725 |
| Underground Utility (50% of costs) | $ | 350,000 |
| Environmental Studies | $ | 35,000 |
| Site Remediation | $ | 100,000 |
| Fencing | $ | 35,000 |
| Soil Borings | $ | 10,000 |
| Civil Engineering (portion of public infrastructure) | $ | 50,000 |
| Total | $ | 1,176,580 |

ATTACHMENTS: Tax table, PILOT Ordinance

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CITY MANAGER APPROVAL: _____

COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

Resolution No. 2016-095
May 10, 2016

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

That an ordinance entitled "Herman & Kittle Tax Exemption (PILOT) Agreement" be approved on First Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

CITY OF YPSILANTI
Ordinance No. 1270

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

THE CITY OF YPSILANTI ORDAINS:

SECTION 1. This Ordinance shall be known and cited as the "Ypsilanti Tax Exemption Ordinance-Riverwalk Commons."

SECTION 2. Preamble.

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

The City acknowledges that the Sponsor (as defined below) has offered, subject to receipt of a Mortgage Loan from the Michigan State Housing Development Authority, to construct, own and operate a housing project identified as Riverwalk Commons on certain property located at the future intersection of River Street and Michigan Avenue in the City of Ypsilanti, County of Washtenaw, State of Michigan, and legally described as (the "Project"):

> A 3.60 ACRE PARCEL IN THE NE 1/4 OF SECTION 9, OF CITY OF YPSILANTI, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.
>
> Commencing at the East 1/4 corner of Section 9, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence N02°19'08"W 554.44 feet along the East line of said Section 9 and the Centerline of Prospect Road (66.00 feet wide); thence the following four (4) courses along the Centerline of Michigan Avenue (99 feet wide): 1) 111.24 feet along the arc of a 999.34 foot radius circular curve to the right, with a central angle of 06°22'39", having a chord which bears S88°47'02"W 111.18 feet, 2) thence N88°01'38"W 382.04 feet, 3) thence N87°56'38"W 597.06 feet and 4) thence N88°03'38"W 33.00 feet; thence S02°12'20"W 209.50 feet along the West Right of Way line of Park Street (66.00

feet wide) to the PLACE OF BEGINNING; thence continuing S02°12'20"W 86.82 feet; thence N88°04'15"W 282.50 feet; thence S02°29'28"W 167.28 feet; thence N88°04'02"W 299.00 feet; thence N02°22'02"E 414.18 feet; thence S88°03'47"E 350.41 feet along the South Right of Way line of said Michigan Avenue; thence S01°56'22"W 160.00 feet; thence S88°03'38"E 230.01 feet to the Place of Beginning, being a part of the NE 1/4 of said Section 9, containing 3.60 acres of land, more or less, and subject to easements and restrictions of record, if any.

The Project will serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lieu of all ad valorem property taxes.

SECTION 3. Definitions.

A. Authority means the Michigan State Housing Development Authority.

B. Annual Shelter Rent means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.

C. Low Income Persons and Families means persons and families eligible to move into a housing project.

D. Mortgage Loan means a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of the housing project, and secured by a mortgage on the housing project.

E. Sponsor means Herman & Kittle Properties, Inc. and any entity that receives or assumes a Mortgage Loan.

F. Utilities means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project. Phone, cable, internet, and television services are specifically not considered utilities.

SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan by the Authority. It is further determined that Riverwalk Commons is of this class.

SECTION 5. Establishment of Annual Service Charge.

The housing project identified as Rivewalk Commons and the property on which it will be located is subject to the Water Street Redevelopment Area Brownfield Plan, approved by the City of Ypsilanti City Council on December 16, 2014 with final adoption by the Washtenaw County Board of Commissioners on February 18, 2015. As authorized by the Brownfield Redevelopment Financing

Act, P.A. 381 of the State of Michigan, as amended, and under the approved Brownfield Plan referenced above, an Act 381 Work Plan will be developed jointly between the City of Ypsilanti, the Sponsor, and the Washtenaw County Brownfield Authority, which will include all eligible brownfield activities to be reimbursed to the Sponsor. In addition, the Act 381 Work Plan will specify the total amount of Administrative Fees and Local Site Revolving Remediation Fund deposits to be paid to the Washtenaw County Brownfield Authority. This Act 381 Work Plan will then be approved by the State of Michigan. Following the completion of the reimbursement of all certified eligible brownfield expenses to the Sponsor by the Washtenaw County Brownfield Authority, and payment of any and all Administrative Fees and Local Site Revolving Remediation Fund deposits to the Washtenaw County Brownfield Authority, as specified in the above-referenced and approved Act 381 Work Plan, the Project shall be exempt from all ad valorem property taxes. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all ad valorem property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all ad valorem property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to ten percent (10%) of the Annual Shelter Rents actually collected by the housing project during each operating year.

SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

SECTION 7. Limitation on the Payment of Annual Service Charge.

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

Additionally, it is anticipated that a portion of the Project will be commercial space. This portion is not tax-exempt. This non-exempt portion of the Project will receive a separate tax identification number that will be different than that portion that is exempt. This ordinance will only apply to that portion of the Project that is exempt, and will not apply to that portion of the Project that is not tax-exempt.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before April 15th of the following year. Collection procedures shall be in accordance

with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, et seq).

SECTION 9. Duration.

This Ordinance shall remain in effect and shall not terminate so long as a Mortgage Loan remains outstanding and unpaid and the housing project remains subject to income and rent restrictions under the Low Income Housing Tax Credit Program or HOME Investments Partnership Program. The exemption from all ad valorem property taxes established by this Ordinance shall terminate upon the re-financing or payoff of the Authority mortgage loan(s) or upon the sale of the Development.

SECTION 10. Severability.

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

SECTION 11. Inconsistent Ordinances.

All ordinances, resolutions, or parts of ordinances or resolutions inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

SECTION 12. 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.

SECTION 13. Publication and Effective Date.

The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published according to Section 11.13 of the City Charter. 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 _____, 2016.

_____

Frances McMullan, City Clerk

Attest

I do hereby confirm that the above Ordinance No. _____ was published according to Section 11.13 of the City Charter on the _____ day of _____, 2016.

_____
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 _____, 2016.

_____
Frances McMullan, City Clerk

Notice Published: _____

First Reading: _____

Second Reading: _____

Published: _____

Effective Date: _____

| | | Varies | |
|---|---|---|---|
| One Bedroom | 24 | $ 725 | $ 183,720 |
| Two Bedroom | 42 | $ 810 | $ 404,700 |
| Three Bedroom | 8 | $ 975 | $ 93,840 |
| Four Bedroom | 6 | $ 1,050 | $ 74,952 |
| | **80** | | **$ 757,212** |

| | | |
|---|---|---|
| PGI | | $ 757,212 |
| Vacancy | 12% | $ 90,865 |
| Misc Income | | $ 35,087 |
| Commercial | | $ 78,000 |
| EGI | | $ 779,434 |

| | | |
|---|---|---|
| Expense Ratio | 42% | $ 327,362 |

| | |
|---|---|
| NOI | $ 452,071 |
| Cap | 10.00% |
| ETR | 4.18% |
| OAR | 14.18% |

| | |
|---|---|
| TCV at Stabilization | $ 3,188,092.14 |
| $ per Unit | $ 39,851.15 |
| SEV at Stabilization | $ 1,594,046.07 |
| Taxable at Stabilization | $ 1,594,046.07 |
| Rate | 0.082368 |
| | $ 131,298.39 |

**Comparison to Settled Appeals**

| | Assessed Value | Gross Tax Rate | Net Tax Rate | Total Tax | # of Units | Tax Per Unit | A.V. per Unit |
|---|---|---|---|---|---|---|---|
| Huron Viev | $1,672,900.0 | | $7.36 | $123,170.1 | 168 | $733.2 | $9,957.7 |
| Park Hill A | 23,000.0 | 3.93 | 142.03 | 32,666.0 | 24 | 1,361.1 | 958.3 |
| Comparabl | 2,327,800.0 | 3.36 | 2.38 | 55,463.0 | 64 | 866.6 | 36,371.9 |
| **Average** | | **$3.6** | **$50.6** | **$70,433.1** | **85** | **$986.9** | **########** |
| **Minimum** | | **3.4** | **2.4** | **32,666.0** | **24** | **733.2** | **958.3** |
| **Maximum** | | **3.9** | **142.0** | **123,170.1** | **168** | **1,361.1** | **36,371.9** |

## Projected Tax Increment Financing Capture and Revenue Growth by Jurisdiction

Affordable Housing Water Street - Ypsilanti

| Eligible Expenses for Reimbursement under Public Act 381 | | State Portion* | Local Portion | |
|---|---|---|---|---|
| **Eligible Project Activities** (BF/WP, Infrastructure, Roads, Site Prep) - Developer | $1,346,580 | *$484,769* | *$861,811* | |
| **Eligible Project Activities** | $0 | | | |
| **Brownfield Program Administrative Fee** (10% of Eligible Activities-Local Only ) | $176,665 | *$0* | *$176,665* | not applicable, taken from each year below, might be negotiable |
| **Local Site Remediation Revolving Fund** (2 years capture-Local Only) | $2,231,397 | *$20,020* | *$2,211,377* | Only paid in last two years after we have been reimbursed, no effect on our repayment |
| **Total Eligible Costs for TIF Reimbursement** | **$3,754,642** | | | |

Estimated Revenue Growth

| | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| **Initial Taxable Value (2013)** | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **New Taxable Value:** | $0 | $1,778,004 | $1,778,004 | $1,778,004 | $1,778,004 | $1,778,004 | $1,778,004 | $1,778,004 | $1,778,004 | $1,778,004 | $1,778,004 | $1,778,004 | $1,778,004 | $1,778,004 | $1,778,004 | $1,778,004 | $1,778,004 | $1,778,004 | $1,778,004 | $1,778,004 | $1,778,004 | $1,778,004 | $1,778,004 |
| **Captured Taxable Value:** | **$0** | **$1,778,004** | **$1,778,004** | **$1,778,004** | **$1,778,004** | **$1,778,004** | **$1,778,004** | **$1,778,004** | **$1,778,004** | **$1,778,004** | **$1,778,004** | **$1,778,004** | **$1,778,004** | **$1,778,004** | **$1,778,004** | **$1,778,004** | **$1,778,004** | **$1,778,004** | **$1,778,004** | **$1,778,004** | **$1,778,004** | **$1,778,004** | **$1,778,004** |

| **Millage Category** | **Rates** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | *State* | *Last Years Capture Factors* | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **State Capture** | | | *Local* | *1* | *1* | *1* | *1* | *1* | *1* | *1* | *1* | *1* | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| State Education Tax (SET) | 3.00000 | $ - | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 | $ 5,334 |
| Dexter School Operating | 18.00000 | $ - | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 | $ 32,004 |
| School Debt (not allowed to be captured) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **STATE TOTAL** | **21.0000** | **$ -** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** | **$ 37,338** |
| | *33%* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Local Capture** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Intermediate School District (ISD) | 3.9745 | $ - | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 | $ 7,067 |
| Community College** | 3.6376 | $ - | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 | $ 6,468 |
| County Operating** | 2.87090 | $ - | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 |
| County Operating (ODA exempt) | 2.87090 | $ - | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 | $ 5,104 |
| City of Ypsilanti - Operating** | 19.02110 | $ - | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 | $ 33,820 |
| Library** | 2.7845 | $ - | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 | $ 4,951 |
| City of Ypsilanti- Streets 2001 | 2.1824 | $ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Ypsilanti- Streets 2003 | 2.2109 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Ypsilanti Fire and Police Pension | 0.95180 | $ - | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 | $ 1,692 |
| City of Ypsilanti Sanitation | 2.78140 | $ - | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 | $ 4,945 |
| City of Ypsilanti Public transit | 0.97890 | | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 | $ 1,740 |
| **LOCAL - TOTAL CAPTURE** | **43.286** | **$ -** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** | **$ 69,151** |
| **GRAND TOTAL CAPTURE** | | | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** | **$ 106,489** |

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Tax Capture for WCBRA Administrative Costs (Annual)** | | **$ -** | **$ 10,649** | **$ 10,649** | **$ 10,649** | **$ 10,649** | **$ 10,649** | **$ 10,649** | **$ 10,649** | **$ 10,649** | **$ 10,649** | **$ 10,649** | **$ 10,649** | **$ 10,649** | **$ 10,649** | **$ 10,649** | **$ 10,649** | **$ 10,649** | **$ 10,649** | **$ 10,649** | **$ 10,649** | **$ 10,649** | **$ 10,649** | **$ 10,649** | **$ 10,649** | **$ 10,649** | | |
| **Tax Capture for WCBRA Administrative Costs (Cumulative)** | | **$ -** | **$ 10,649** | **$ 21,298** | **$ 31,947** | **$ 42,596** | **$ 53,245** | **$ 63,894** | **$ 74,543** | **$ 85,192** | **$ 95,841** | **$ 106,489** | **$ 117,138** | **$ 127,787** | **$ 138,436** | **$ 149,085** | **$ 159,734** | **$ 170,383** | **$ 181,032** | **$ 191,681** | **$ 202,330** | **$ 212,979** | **$ 212,979** | **$ 212,979** |
| **Local Tax Capture for WCBRA LSSRF (Annual)** | | **$ -** | **$ -** | **$ -** | | | | | | | | | | | | | | | | | | **$ 2,096,655** | **$ 77,381** | **$ 57,361** |
| **Local Tax Capture for WCBRA LSSRF (Cumulative)** | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | | | | | | | | | | | | | | |
| | | | **$ 108,577** | **$ 108,973** | **$ 109,372** | **$ 109,776** | **$ 110,184** | **$ 110,596** | **$ 111,011** | **$ 111,431** | **$ 111,856** | **$ 112,284** | **$ 112,717** | **$ 113,154** | 113595 | 114041 | 114492 | 114946 | 115406 | 115870 | 116338 | 116812 | 116812 | 116812 |
| **Annual Capture Available for Developer Reimbursement** | | | **$ 95,841** | **$ 95,841** | **$ 95,841** | **$ 95,841** | **$ 95,841** | **$ 95,841** | **$ 95,841** | **$ 95,841** | **$ 95,841** | **$ 95,841** | **$ 95,841** | **$ 95,841** | **$ 95,841** | **$ 95,841** | **$ 95,841** | **$ 95,841** | **$ 95,841** | **$ 95,841** | **$ 95,841** | **$ 95,841** | **$ 106,489** | **$ 106,489** |
| **Cummulative Capture for Developer Reimbursement** | | | | **$ 217,550** | **$ 326,922** | **$ 436,698** | **$ 546,882** | **$ 657,478** | **$ 768,489** | **$ 879,920** | **$ 991,776** | **$ 1,104,060** | **$ 1,216,777** | **$ 1,329,931** | **$ 1,425,772** | **$ 1,521,612** | **$ 1,617,453** | **$ 1,713,293** | **$ 1,809,134** | **$ 1,904,974** | **$ 2,000,815** | **$ 2,096,655** | **$ 2,203,145** | **$ 2,309,634** |
| | | | **$ -** | **$ -** | | | | | | | | | | | | | | | | | | ########## | | |

TIF Table reviewed with Dan Wils from MEDC as well as Nathan Voght and Teresa Gillotti from City of Ypsilanti on 2/12/2014

**Eligible**

| | | |
|---|---|---|
| Demolition | $ | 5,525 |
| Site Excavation | $ | 213,850 |
| Road Access (includes utilities and sidewalks) | $ | 403,100 |
| Erosion Control | $ | 11,380 |
| Site Staking | $ | 12,725 |
| Underground Utility (50% of costs) | $ | 350,000 |
| Environmental Studies | $ | 55,000 |
| Soil Borings | $ | 10,000 |
| Civil Engineering (portion of public infrastructure) | $ | 50,000 |
| Fencing | $ | 35,000 |
| Environmental Remediation | $ | 150,000 |
| Landscaping (public infrastructure) | $ | 50,000 |
| | $ | 1,346,580 |

$ -

TIF Reimbursement comes about 6 months after we pay the full taxes

| Group | Phase | Description | Total Amount | Total Cost/Unit |
|---|---|---|---|---|
| **01-00000** | | **General Requirements** | **360,838** | **4,510.47 /Unit** |
| **02-00000** | | **Site** | | |
| | 02-02200 | Demolition | 5,525 | 69.06 /Unit |
| | 02-02300 | Site Excavation | 213,850 | 2,673.13 /Unit |
| | 02-02310 | Road Access | 403,100 | 4,413.75 /Unit |
| | 02-02320 | Retaining Wall | | /Unit |
| | 02-02360 | Erosion Control | 11,380 | 142.25 /Unit |
| | 02-02365 | Lime Stabilization | 13,450 | 168.13 /Unit |
| | 02-02500 | Storm Drain System | 102,500 | 1,281.25 /Unit |
| | 02-02510 | Sanitary Drain System | 12,000 | 150.00 /Unit |
| | 02-02520 | Water System | 42,500 | 531.25 /Unit |
| | 02-02530 | Electrical Distribution | 35,000 | 437.50 /Unit |
| | 02-02535 | Site Lighting | 13,500 | 168.75 /Unit |
| | 02-02540 | Phone Utilities-Underground | | /Unit |
| | 02-02550 | Electric Utilities - Underground | 350,000 | /Unit |
| | 02-02600 | Monument / Signage | 10,900 | 136.25 /Unit |
| | 02-02740 | Site Paving | 108,134 | 1,351.68 /Unit |
| | 02-02745 | Pavement Repair | 5,000 | 62.50 /Unit |
| | 02-02770 | Site Sidewalks | 51,000 | 637.50 /Unit |
| | 02-02775 | Site Curbs | 10,625 | 132.81 /Unit |
| | 02-02820 | Fencing | 35,000 | /Unit |
| | 02-02910 | Landscaping | 78,000 | 975.00 /Unit |
| | 02-02915 | Tree Save | | /Unit |
| | 02-02960 | Site Staking | 12,725 | 159.06 /Unit |
| | 02-99999 | Contingency - Site | | /Unit |
| | | **Site Total** | **1,514,189** | **13,489.86 /Unit** |
| **03-00000** | | **Building** | | |
| | 03-03300 | Concrete Work | 243,770 | 3,047.13 /Unit |
| | 03-03500 | Concrete - Lt.Wt. | 51,975 | 649.69 /Unit |
| | 03-03600 | Pile Drive Foundations | | /Unit |
| | 03-04200 | Masonry | 187,160 | 2,339.50 /Unit |
| | 03-04210 | Masonry - Material | 57,300 | 716.25 /Unit |
| | 03-05500 | Structural Steel | 28,000 | 350.00 /Unit |
| | 03-05510 | Steel Stairs / Rails | | /Unit |
| | 03-06100 | Carpentry - Labor | 264,335 | 3,304.19 /Unit |
| | 03-06110 | Carpentry - Material | 670,942 | 8,386.78 /Unit |
| | 03-06200 | Interior Trim - Material | 37,037 | 462.96 /Unit |
| | 03-06400 | Cabinets & Tops | 120,900 | 1,511.25 /Unit |
| | 03-06450 | Interior Trim - Labor | 61,985 | 774.81 /Unit |
| | 03-07210 | Insulation | 94,300 | 1,178.75 /Unit |
| | 03-07310 | Roofing | 153,600 | 1,920.00 /Unit |
| | 03-07320 | Gutters & Downspouts | 15,000 | 187.50 /Unit |
| | 03-07460 | Siding | 61,935 | 774.19 /Unit |

| | | | | | |
|---|---|---|---|---|---|
| | 03-08300 | Overhead Doors | | | /Unit |
| | 03-08400 | Interior Doors | 280,360 | 3,504.50 | /Unit |
| | 03-08500 | Hardware | 51,100 | 638.75 | /Unit |
| | 03-08800 | Windows | 174,300 | 2,178.75 | /Unit |
| | 03-09200 | Drywall | 527,275 | 6,590.94 | /Unit |
| | 03-09600 | Floor coverings | 143,200 | 1,790.00 | /Unit |
| | 03-09900 | Painting | 207,855 | 2,598.19 | /Unit |
| | 03-10550 | Mailboxes | 8,800 | 110.00 | /Unit |
| | 03-10900 | Blinds,Mirrors,Specialties | 46,000 | 575.00 | /Unit |
| | 03-11450 | Appliances | 250,378 | 3,129.72 | /Unit |
| | 03-14200 | Elevators | 65,000 | 812.50 | /Unit |
| | 03-15300 | Fire Sprinklers | 158,000 | 1,975.00 | /Unit |
| | 03-15400 | Plumbing | 553,250 | 6,915.63 | /Unit |
| | 03-15405 | Water Submetering | 10,800 | 135.00 | /Unit |
| | 03-15700 | H.V.A.C. | 493,500 | 6,168.75 | /Unit |
| | 03-16200 | Electrical | 495,750 | 6,196.88 | /Unit |
| | 03-16300 | Fire Protection | 10,000 | 125.00 | /Unit |
| | 03-16500 | Fire/Security Alarm Systems | 77,500 | 968.75 | /Unit |
| | 03-16800 | Sound & Video | | | /Unit |
| | 03-17000 | Final Cleaning | 35,280 | 441.00 | /Unit |
| | 03-99999 | Contingency - Building | 200,000 | 2,500.00 | /Unit |
| | | **Building Total** | **5,836,587** | **72,957.33** | **/Unit** |
| **04-00000** | | **Amenities** | | | |
| | 04-19100 | Swimming Pool | | | /Unit |
| | 04-19300 | Leasing Office & Furniture | 45,000 | 562.50 | /Unit |
| | 04-19350 | Furniture, Fixtures & Equipmnt | 70,000 | 875.00 | /Unit |
| | 04-19400 | Misc. Hardscape | 18,500 | 231.25 | /Unit |
| | 04-19500 | Garage / Storage | 49,500 | 618.75 | /Unit |
| | 04-19600 | Carports | | | /Unit |
| | 04-19700 | Trash Enclosure | 21,000 | 262.50 | /Unit |
| | 04-99999 | Contingency - Amenity | | | /Unit |
| | | **Amenities Total** | **204,000** | **2,550.00** | **/Unit** |

Resolution No. 2016-096
May 10, 2016

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

That the public hearing on an ordinance entitled "Herman & Kittle Tax Exemption (PILOT) Agreement" be officially closed.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION
MAY 10, 2016

To: Mayor and City Council

From: Beth Ernat, Director of Community and Economic Development

Subject: Herman and Kittle Properties Purchase Agreement

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SUMMARY & BACKGROUND:

Herman and Kittle Properties, Inc (HKP) submitted a Letter of Intent (LOI) in April and it was discussed at the April 5, 2016 Council meeting. Council directed staff to negotiate a Purchase Agreement with HKP for the property located to the west of Family Dollar and to the south of Michigan Avenue within the Water Street development area.

The proposed development would be a mixed-use building with approximately 1400 square feet of commercial (rentable/taxable) development on the first floor Michigan Avenue frontage and 80-residential apartments ranging from one bedroom to four bedrooms. The site would still require surface parking and a tot lot within the site.

Moving the location addresses many of MSHDA's concerns with future developments and the impact of construction of the development. The proposed development will create natural boundaries with garages on the site and would essentially wrap around the Family Dollar site.

The Purchase Agreement with the City has similar terms as the previous agreement; three (3) acres of the property for development for $157,000, infrastructure as required for the site (two complete streets), a complete survey of the site, $400,000 toward the underground electric required for the site, and $35,000 (to be paid at closing) for the fence required for the remainder of the site that has been deemed contaminated with PCB and lead. The purchaser will also complete all required environmental testing on the site and will provide the testing and data to the City regardless of development.

The Purchase Agreement allows for 150 days after the approval of the MDHDA board and allocation of the tax credits to close of the property.

The development of the site would be financed with Rental Housing Tax Credits and Tax Exempt bonds from MSHDA. In order to qualify for the tax credits, the developer would need to re-apply for a Pilot in Lieu of Taxes (PILOT) for the taxes (non-commercial portion) on the site.

In order for the project to continue with MSHDA funding, the following needs to be completed before site plans submitted:

1. Executed Purchase Agreement with City of Ypsilanti

2. PILOT approved by City of Ypsilanti
3. Update Brownfield Redevelopment Agreement approved by City of Ypsilanti
4. Environmental documentation and Due Care and Compliance plan for remainder of site

If the site is ultimately approved by MSHDA, HKP will submit site plans and begin the PUD process for approval. City Council will have final approval of the Planned Unit Development (PUD).

RECOMMENDED ACTION: Staff recommends approval of the resolution to direct the Mayor and City Clerk to enter into a purchase agreement with Herman and Kittle Properties, Inc., for the sale of approximately three acres(3) located on the Water Street development parcel.

ATTACHMENTS: Purchase Agreement and attachments

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CITY MANAGER APPROVAL: _____

COUNCIL AGENDA DATE: 5/10/2016

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

Resolution No. 2016 - 097
May 10, 2016

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

**Whereas,** Herman and Kittle Properties, Inc. (HKP) has submitted a Letter of Intent for the purchase of approximately three (3) acres of property on the Water Street development area located to the south of Michigan Avenue, east of River Road and west of the Family Dollar; and

**Whereas,** The Purchase Agreement with the City is for three (3) acres of the property for development for $157,000, infrastructure as required for the site (two complete streets), a complete survey of the site, $400,000 toward the underground electric required for the site, and $35,000 (to be paid at closing) for the fence required for the remainder of the site that has been deemed contaminated with PCB and lead. The purchaser will also complete all required environmental testing on the site and will provide the testing and data to the City regardless of development; and

**Whereas,** City Council seeks to enter into a Purchase Agreement for the sale of the subject property to Herman and Kittle Properties, Incorporated.

Now therefore be it resolved that the Ypsilanti City Council directs the Mayor and City Clerk to enter into a Purchase Agreement drafted and reviewed by City legal counsel for the sale of City owned property.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

EXHIBIT A: Description of Property

Exhibit A consists of two attached rough sketches of the Property to be sold to Purchaser under the Agreement. Pursuant to Paragraph 6 of the Agreement, Purchaser agrees to obtain an updated Survey and provide such to City to more particularly describe the Property.

EXHIBIT B: Legal Description of Overall Property

OWNER REQUEST YPC 1-1B "WATER STREET REDEVELOPMENT AREA" COM AT E 1/4 COR SEC 9, TH N 02-19-30 W 554.44 FT, TH S 88-46-40 W 111.18 FT, TH N 88-02-00 W 382.04 FT, TH N 87-57-00 W 597.06 FT, TH N 88-04-00 W 33.00 FT, TH S 02-11-58 W 209.50 FT TO A POB, TH CONT S 02-11-58 W 154.70 FT, TH S 02-39-49 W 299.48 FT, TH S 88-01-57 E 78.99 FT, TH S 01-58-03 W 132.00 FT, TH S 88-01-57 E 118.25 FT, TH S 02-17-49 W 107.43 FT, TH S 87-56-41 E 134.33 FT, TH S 02-18-05 W 288.36 FT, TH N 88-01-57 W 2.00 FT TO PT " A ", TH CONT N 88-01-57 W 29.36 FT TO WATER'S EDGE, TH W'LY & N'LY ALNG WATERS EDGE TO S'LY R/W MICHIGAN AVE, TH S 87-53-00 E 9.27 FT TO PT " B " WHICH LIES N 38-47-58 W 309.10 FT, TH N 89-24-13 W 40.73 FT, TH N 58-14-11 W 87.43 FT, TH S 62-35-56 W 353.18 FT, TH S 80-42-51 W 267.16 FT, TH S 65-50-07 W 234.27 FT, TH N 79-19-43 W 219.06 FT, TH N 54-19-29 W 106.32 FT, TH N 54-12-59 W 171.50 FT, TH N 47-45-59 W 148.90 FT, TH N 32-55-29 W 89.12 FT, TH N 33-40-02 W 116.79 FT, TH N 12-47-38 W 51.82 FT, TH N 12-07-20 W 169.77 FT, TH N 02-07-22 W 105.96 FT, TH N 08-15-47 E 50.28 FT, TH N 05-36-02 E 200.01 FT, AND TH N 15-54-30 E 179.31 FT FROM PT " A ", TH S 87-53-00 E 844.06 FT, TH S 88-04-00 E 382.21 FT, TH S 01-56-00 W 160.00 FT, TH S 88-04-00 E 230.00 FT TO THE POB, ALSO ALL LAND BETWEEN TRAVERSE LINE AND WATER'S EDGE. PT OF NE 1/4 SEC 9, T3S-R7E. 37.15 ACRES
SPLIT ON 06/05/2014 FROM 11-11-09-170-029;

## DIVISION 4.
## NEIGHBORHOODS, CENTERS, CORRIDORS AND HEALTH AND HUMAN SERVICES DISTRICTS

**Sec. 122-271. Description and purpose.**

In Ypsilanti's Master Plan, core neighborhoods, corridors, and centers were classified as walkable urban places, where the regulations must go beyond use or intensity to reinforce the context of the built environment through form and scale. The Health and Human Services district is included due to its location and character.

These districts are places where a person can walk, bike or ride transit to work and to fulfill most shopping and recreation needs. These environments allow for the use of automobiles but do not require the use of a vehicle to accommodate most daily needs.

These districts were primarily developed prior to the 1940's. Such places were developed in a pattern where a person could live with limited reliance on the automobile and were conducive to destination walking and cycling. They are largely supported through a network of interconnected, tree-lined streets, a diversity of housing choices and a mix of appropriate commercial and residential uses in a compact form. These areas also support public transit due to their compact nature.

(a) *Core Neighborhoods.* Core neighborhoods are built on a grid street network connected to the adjacent business districts. They border center districts or other core neighborhoods. These neighborhoods have a range of residential building types, with religious institutions, schools, stores and automobile filling stations intermixed. There are three types of core neighborhoods:

(1) *CN Core Neighborhoods*. These neighborhoods directly border center districts and have a variety of housing types, ranging from cottages to group living to apartment buildings. This district also affords opportunities for accessibly-placed walkable, neighborhood businesses.

(2) *CN-Mid Core Neighborhood Mid.* These neighborhoods generally abut the Core Neighborhoods, and offer a less dense and less intense residential area with opportunities for accessibly-placed low-intensity walkable, neighborhood businesses. Housing types range from mansions to cottages, with multiple-family and single-family uses. This zoning may also be used as a transition zone between single-family districts and mixed use districts.

(3) *CN-SF Core Neighborhood Single Family.* These neighborhoods are east of Depot Town and north of Michigan Avenue, known as the historic eastside. Housing types include mansions, estates, houses, and cottages. Residential uses are restricted to single-family; neighborhood businesses are limited.

(b) *C Center*. These are mixed-use areas with historic buildings. These are the places where people shop, go to school, live, come to work, visit, drop by City Hall, eat, gather and have fun. They host events that bring thousands of visitors each year and bring the City together as a community. The intent of the zoning district is preserve the urban form, walkable nature and vibrant mix of uses in these areas.

(c) *Corridors*. Corridors are mixed-use and commercial areas located along the arteries of the City, such as Washtenaw, Huron, Hamilton, Michigan, Harriet, and River.

(1) *HC Historic Corridor*. Historic corridors are located entirely in the Historic District and are on Cross Street, Huron Street, Hamilton Street, and River Street. These corridors are lined with historic buildings and are integrated into the adjacent neighborhoods and centers. The intent of this district is to preserve the walkability, character and historic nature of these streets, while allowing for adaptive re-use of historic buildings ranging from single-family to multiple-dwelling to office uses.

(2) *NC Neighborhood Corridor*. Neighborhood corridors have a linear land pattern and are adjacent to residential neighborhoods. The size, form and scale of buildings and the type and intensity of uses should be complementary to abutting single-family or core neighborhoods, including less intense multiple-family residential building types and uses.

(3) *GC General Corridor.* General corridors are located along roads with heavy traffic and have commercial establishments, restaurants, offices, and other businesses that are geared toward automobile traffic. Multiple-family residential building types and uses are appropriate in this district.

(d) *HHS Health and Human Services*. The Health and Human Services district is located on either side of Towner between Prospect and Arnet Streets. A cluster of office, health and human service uses are in this district. The intent of the district is to provide regulations to require a more urban form through redevelopment of parking lots and reconnecting the street grid and circulation system.

**Sec. 122-272. Permitted uses.**

a) Core Neighborhoods

The following uses are allowed in CN, CN-Mid, and CN-SF districts:

*P=Principal, A=Accessory, S=Special Land Use, -- = Not Permitted*

| USES | CN | CN-MID | CN-SF | NOTES & OTHER REGULATIONS FOR USES |
|---|---|---|---|---|
| **RESIDENTIAL** | | | | |
| Single-Family Detached Dwelling | P | P | P | |
| Accessory Dwelling Unit | A | A | -- | |
| Two-family dwelling units | P | P | -- | |
| Multiple Family Dwellings, maximum of 4 units per building | P | S | -- | |
| Multiple Family Dwellings, more than 4 units per building | S | -- | -- | |
| Apartments located above ground floor of permitted nonresidential uses | P | -- | -- | |
| Home Occupation | A | A | A | Section 122-669 |
| Family Child Care Home | A | A | A | 1-6 children, day care and 24 hour care Section 122-779 |
| Adult foster care family homes | A | A | A | 1-6 adults, day care and 24 hour care Section 122-773 |
| Group Child Care Home | S | S | S | 6-12 children, day care only Section 122-779 |
| **GROUP LIVING** | | | | |
| Group residence | S | -- | -- | Responsible party for management must be on file with the City. Section 122-804 |
| Group living with support staff, not licensed by State of Michigan | S | -- | -- | Includes supportive housing, rehabilitation housing or dormitories. |
| Roominghouse | S | -- | -- | Section 122-804 |
| Adult foster care small & group homes, adult congregate facilities | S | S | -- | Licensed by State of Michigan for 7 or more adults. Section 122-773 |
| Adult foster care facilities licensed by a state agency for care and treatment of persons released from or assigned to adult correctional facilities. | S | -- | -- | |
| **RECREATION, EDUCATION & PUBLIC ASSEMBLY USES** | | | | |
| Park | P | P | P | |
| Outdoor recreation | A | -- | -- | Section 122-802 |
| Primary & Secondary Schools (public & private) | S | S | S | Section 122-805 |
| Post-secondary educational institutions (public & private) | S | S | S | Section 122-805 |
| Religious institution | S | S | S | Section 122-780 |
| Private assembly, banquet hall allowed | S | -- | -- | |

*P=Principal, A=Accessory, S=Special Land Use, -- = Not Permitted*

| USES | CN | CN-MID | CN-SF | NOTES & OTHER REGULATIONS FOR USES |
|---|---|---|---|---|
| Municipal, county, regional, & state service uses | S | S | S | Section 122-795 |
| Public Art | A | A | A | |
| **SERVICES** | | | | |
| Bed & Breakfast or Inn | S | S | S | Section 122-778 |
| Funeral Homes | S | S | -- | |
| Nursing Homes | S | S | -- | Section 122-796 |
| Medical or Dental Offices | S | S | -- | |
| **COMMERCIAL** | | | | |
| Arts & crafts studios | S | -- | -- | |
| Food stores, excluding sale of alcohol, less than 15,000 square feet | S | S | S | |
| Farmers' Market | A | A | A | When accessory to a non-residential use. |
| **RESTAURANTS** | | | | |
| Carry-out and/or delivery restaurant | S | -- | -- | |
| Café or coffee shop | S | -- | -- | |
| **AUTO-ORIENTED** | | | | |
| Automobile Filling Station - no repair | S | S | S | Section 122-776 |
| Automobile Share Parking | A | -- | -- | |
| **INFRASTRUCTURE** | | | | |
| Essential Services | P | P | P | Section 122-637 |
| Communication Devices | A | A | A | Article XI, division 3 |
| Alternative Energy | A | A | A | Section 122-788 |
| Stormwater Control | A | A | A | Section 122-789 |
| **GARDENS/COMMUNITY GARDENS** | | | | |
| Community gardens | P | P | P | Section 122-815 |
| Passive solar structure (hoophouse, greenhouse, etc.) | A | A | A | Must meet accessory building regulations for building type. Maximum square footage is 800 square feet. |
| Toolhouses, sheds and other similar buildings for the storage of domestic supplies | A | A | A | Must meet accessory building regulations for building type. |

b) Corridors

The following uses are allowed in the HC, NC and GC districts:

*P=Principal, A=Accessory, S=Special Land Use, -- = Not Permitted*

| USES | HC | NC | GC | NOTES & OTHER REGULATIONS FOR USES |
|---|---|---|---|---|
| **RESIDENTIAL** | | | | |
| Single-Family Detached Dwelling | P | -- | -- | |
| Accessory Dwelling Unit | A | -- | -- | |
| Two-family dwelling units | P | P | P | |
| Multiple Family Dwellings, maximum of 4 units per building | P | P | P | |
| Multiple Family Dwellings, more than 4 units per building | S | S | P | Section 122-794 |
| Apartments located above ground floor of permitted nonresidential uses | P | P | P | |
| Home Occupation | A | A | A | Section 122-669 |
| Family Child Care Home | A | A | A | 1-6 children, day care and 24 hour care Section 122-779 |
| Adult foster care family homes | A | A | A | 1-6 adults, day care and 24 hour care Section 122-773 |
| Group Child Care Home | A | A | A | 6-12 children, day care only Section 122-779 |
| **RECREATION, EDUCATION & PUBLIC ASSEMBLY USES** | | | | |
| Parks | P | P | P | |
| Outdoor recreation | -- | S | P | Section 122-802 |
| Museums & libraries, less than 15,000 square feet | P | P | -- | |
| Museums & libraries 15,000 square feet or more | S | S | -- | |
| Primary & Secondary Schools (public & private) | S | S | -- | Section 122-805 |
| Post-secondary educational institutions (public & private) | S | S | -- | Section 122-805 |
| Religious institution | S | S | -- | Section 122-780 |
| Private assembly, banquet hall allowed | S | S | -- | |
| Indoor recreation less than 15,000 square feet | -- | P | P | |
| Indoor recreation 15,000 square feet or more | -- | -- | P | |
| Municipal, county, regional & state service uses | S | P | P | Section 122-795 |
| Public Art | A | A | A | |
| **SERVICES** | | | | |
| Business and professional offices less than 15,000 square feet | P | P | P | |
| Business and professional offices, 15,000 square feet or more | -- | S | P | |
| Financial services, including banks, less than 15,000 square feet | P | P | P | Drive through or drive-up facilities require special land use |

*P=Principal, A=Accessory, S=Special Land Use, -- = Not Permitted*

| USES | HC | NC | GC | NOTES & OTHER REGULATIONS FOR USES |
|---|---|---|---|---|
| Financial services, including banks, 15,000 square feet or more | -- | S | P | Drive through or drive-up facilities require special land use. |
| Homeless Shelter | -- | -- | P | Section 122-785 |
| Personal service establishments, less than 15,000 square feet | P | P | P | |
| Personal service establishments, 15,000 square feet or more | -- | -- | P | |
| Body art facilities | -- | -- | P | |
| Offices for skilled trade services including but not limited to plumbing, electric, heating, and painting establishments | -- | S | P | Section 122-797 |
| Printing services, including but not limited to: publishing, engraving, photo development, lithographing, silk screening and three-dimensional printing | -- | S | S | Section 122-810 |
| Bed & Breakfast or Inn | P | S | -- | Section 122-778 |
| Hotels & motels | -- | -- | P | |
| Child Care Centers | S | P | P | Section 122-779 |
| Funeral homes | S | S | S | |
| Laundromats and dry cleaners, less than 15,000 square feet | -- | P | P | No dry cleaning on premises. |
| Laundromats and dry cleaners, 15,000 square feet or more | -- | -- | P | No dry cleaning on premises. |
| Nursing Homes | S | -- | S | Section 122-796 |
| Medical or dental offices | P | P | P | No more than 4 practitioners. |
| Medical or dental clinics | S | S | P | 5 or more practitioners. |
| Veterinary hospitals and clinics | -- | S | S | Section 122-809 |
| Kennels, commercial | -- | -- | S | Section 122-791 |
| Substance abuse treatment facilities | -- | -- | S | Section 122-808 |
| Catering services, less than 15,000 square feet | P | P | P | |
| Catering services, 15,000 square feet or more | -- | -- | P | |
| Self-storage | -- | -- | P | Section 122-806 |
| **COMMERCIAL** | | | | |
| Retail stores, less than 15,000 square feet | S | P | P | |
| Retail stores, greater than 15,000 square feet | -- | -- | P | |
| Resale stores | -- | P | P | |
| Arts & crafts studios | P | P | P | |
| Food stores, excluding sale of alcohol, less than 15,000 square feet | S | P | P | |
| Food stores, with sale of alcohol, less than 15,000 square feet | -- | S | P | |
| Food stores greater than 15,000 square feet with or without sale of alcohol | -- | -- | P | |

*P=Principal, A=Accessory, S=Special Land Use, -- = Not Permitted*

| USES | HC | NC | GC | NOTES & OTHER REGULATIONS FOR USES |
|---|---|---|---|---|
| Commercial Greenhouse | | | P | |
| Farmers' market and other organized markets | -- | P | P | |
| Outdoor retail sales | -- | S | S | Section 122-800 |
| **RESTAURANTS** | | | | |
| Carry-out and/or delivery restaurant | -- | P | P | |
| Café or coffee shop | P | P | P | |
| Sit-down, with seating limit of 50 seats | P | P | P | |
| Sit-down, no seating limit | -- | -- | P | |
| Bar/Lounge | -- | S | P | |
| Tasting room and accessory to microbrewer/ small distiller/ small wine maker | -- | S | P | Carry-out sales allowed with proper licenses. |
| Fast Food | -- | S | P | Must be located on major thoroughfare. Drive through or drive-up facilities require special land use. |
| Drive through restaurant of any type | -- | -- | S | Section 122-783 |
| Outdoor cafes | A | A | A | Section 122-799 |
| **AUTO-ORIENTED** | | | | |
| Parking lot (as primary use) | -- | -- | S | Section 122-782 |
| Parking Garage | -- | -- | S | Section 122-781 |
| Automobile Sales | -- | -- | S | |
| Automobile Filling Station - no repair | -- | S | S | Section 122-776 |
| Automobile Filling Station with repair | -- | -- | S | Sections 122-775 and 122-776 |
| Automobile Wash & Detailing | -- | -- | S | |
| Automobile Repair | -- | -- | S | Section 122-775 |
| Automobile Share Parking | A | A | A | |
| Automobile rental or share organization (parking, storage, wash & repair) | -- | -- | S | |
| Vehicle, Recreational Vehicle, Storage and Towing | -- | -- | S | |
| **RESEARCH** | | | | |
| Laboratories | -- | -- | S | |
| Research & Development | -- | -- | S | |
| **PRODUCTION, MANUFACTURING & DISTRIBUTION** | | | | |
| Craft production, clothing production or food production, less than 16,000 square feet | -- | P | P | |
| Craft production, clothing production or food production, 16,000 square feet or greater | -- | -- | S | |
| Microbrewer/ small distiller /small wine maker, less than 16,000 square feet | -- | P | P | |

*P=Principal, A=Accessory, S=Special Land Use, -- = Not Permitted*

| USES | HC | NC | GC | NOTES & OTHER REGULATIONS FOR USES |
|---|---|---|---|---|
| Microbrewer/ small distiller /small wine maker, 16,000 square feet or greater | -- | -- | S | Carry-out sales allowed with proper licenses. |
| Wholesale or distribution facility with total gross floor area of less than 16,000 square feet | S | S | P | |
| Wholesale or distribution facility with total gross floor area 16,000 square feet or greater | -- | -- | S | |
| Medical Marijuana Growing/Manufacturing Facility | -- | -- | S | |
| **TEMPORARY USES** | | | | |
| Temporary permitted use in vacant storefront | -- | P | P | Section 122-35 (8) |
| Food concession sales | -- | P | P | Section 122-35 (7) |
| **INFRASTRUCTURE** | | | | |
| Essential Services | P | P | P | Section 122-637 |
| Communication Devices | A | A | A | Article XI, division 3 |
| Alternative Energy | A | A | A | Section 122-788 |
| Stormwater Control | A | A | A | Section 122-789 |
| **GARDENS/COMMUNITY GARDENS** | | | | |
| Passive solar structure (greenhouse, hoophouse, etc.) | A | A | A | Must meet accessory structure regulations for building type. Maximum square footage is 800 square feet in the HC zoning district. |
| Community gardens | -- | A | A | Section 122-815 |
| **PERFORMANCE OR STRUCTURES REQUIRING SPECIAL LAND USE** | | | | |
| Operation between 2 a.m. and 6 a.m. during any 24-hour period | -- | S | S | |
| Drive through facilities | -- | S | S | Section 122-784 |
| Ongoing outdoor retail sales or display | -- | S | S | Section 122-800 |
| Outdoor storage | -- | S | S | Section 122-801 |

(a) Centers

The following uses are allowed in C districts:

*P=Principal, A=Accessory, S=Special Land Use*

| USES | C | NOTES & OTHER REGULATIONS FOR USES |
|---|---|---|
| **RESIDENTIAL** | | |
| Multiple Family Dwellings | P | |
| Apartments located above ground floor of permitted nonresidential uses | P | |
| Home Occupation | A | Section 122-669 |
| **RECREATION, EDUCATION & PUBLIC ASSEMBLY USES** | | |
| Museums & libraries | P | |
| Parks | P | |
| Public Art | A | |
| Indoor recreation | P | |
| Performance venues/theaters | P | |
| Municipal, county, regional & state service uses | P | Section 122-795 |
| Post-secondary educational institutions (public & private) | P | Section 122-805 |
| **INFRASTRUCTURE** | | |
| Essential Services | P | Section 122-637 |
| Communication Devices | A | Article XI, division 3 |
| Alternative Energy | A | Section 122-788 |
| Stormwater Control | A | Section 122-789 |
| Public & Private Transportation Passenger Terminals | S | Section 122-786 |
| **SERVICES** | | |
| Business and professional offices and services | P | |
| Financial services, including banks | P | No drive through or drive-up facilities are permitted in C. |
| Personal service establishments | P | |
| Body Art Facilities | P | |
| Printing services, including but not limited to: publishing, engraving, photo development, lithographing, silk screening and three-dimensional printing | S | |
| Hotels & motels | P | |
| Child Care Centers | P | Section 122-779 |
| Laundromats and dry cleaners | P | No dry cleaning on premises. |
| Medical or dental offices | P | No more than 4 practitioners. |
| Medical or dental clinics | P | 5 or more practitioners. |

*P=Principal, A=Accessory, S=Special Land Use*

| USES | C | NOTES & OTHER REGULATIONS FOR USES |
|---|---|---|
| Medical Marijuana Dispensary | P | Section 122-813 |
| Catering services | A | |
| Self-storage | S | Section 122-806 |
| **COMMERCIAL** | | |
| Retail stores | P | |
| Resale stores | P | |
| Arts & crafts studios | P | |
| Food stores, excluding sale of alcohol | P | |
| Food stores less than 15,000 square feet, with sale of alcohol | S | |
| Food stores greater than 15,000 square feet with sale of alcohol | P | |
| Farmers' market and other organized markets | P | |
| Auction houses | P | Section 122-812 |
| **RESTAURANTS** | | |
| Carry-out and/or delivery restaurant | P | |
| Café or coffee shop | P | |
| Sit-down | P | |
| Bar/Lounge | P | |
| Tasting room and/or restaurant | A | Carry-out sales allowed with proper licenses. |
| Outdoor cafes | A | Section 122-799 |
| Fast Food | P | No drive through or drive-up facilities are permitted in C. |
| **AUTO-ORIENTED** | | |
| Parking lot (as principal use) | S | Section 122-782 |
| Parking Garage | S | Section 122-781 |
| Automobile Share Parking | A | |
| **PRODUCTION, MANUFACTURING & DISTRIBUTION** | | |
| Microbrewer/ small distiller /small wine maker | P | Carry-out sales allowed with proper licenses. |
| **TEMPORARY USES** | | |
| Temporary permitted use in vacant storefront | P | Section 122-35 (8) |
| Food concession sales | P | Section 122-35 (7) |
| **PERFORMANCE OR STRUCTURES REQUIRING SPECIAL LAND USE** | | |
| Operation between 2 a.m. and 6 a.m. during any 24-hour period | P | |
| Sale of alcoholic beverages for consumption off the premises | S | |

(b) Health and Human Services
The following uses are allowed in the HHS district:

*P=Principal, A=Accessory, S=Special Land Use*

| USES | HHS | NOTES & OTHER REGULATIONS FOR USES |
|---|---|---|
| **RESIDENTIAL** | | |
| Two-family dwelling | P | |
| Multiple Family Dwellings, maximum of 6 units per building | P | |
| Multiple Family Dwellings, more than 6 units per building | S | Section 122-794 |
| Apartments located above ground floor of permitted nonresidential uses | P | |
| Home Occupation | A | Section 122-669 |
| Group living with support staff, not licensed by State of Michigan | P | Includes supportive housing (see Section 122-811), rehabilitation housing or dormitories. |
| Family Child Care Home* | A | 1-6 children, day care and 24 hour care<br>Section 122-779 |
| Adult foster care family homes* | A | 1-6 adults, day care and 24 hour care, excludes facilities licensed by a state agency for care and treatment of persons released from or assigned to adult correctional facilities.<br>Section 122-773 |
| Group Child Care Home* | A | 6-12 children, day care only<br>Section 122-779 |
| **GROUP LIVING** | | |
| Group residence, maximum of 6 residents | P | Responsible party for management must be on file with the City.<br>Section 122-804 |
| Group residence with 7 or more residents | S | Responsible party for management must be on file with the City. Section 122-804 |
| Roominghouse | S | Section 122-804 |
| Adult foster care small & group homes, adult congregate facilities | P | 7 or more adults, licensed by State of Michigan<br>Section 122-773 |
| Adult foster care facilities licensed by a state agency for care and treatment of persons released from or assigned to adult correctional facilities. | S | |
| **RECREATION, EDUCATION & PUBLIC ASSEMBLY USES** | | |
| Parks | P | |
| Public Art | A | |
| Indoor recreation | P | |
| Municipal, county, regional & state service uses | P | Section 122-795 |
| Post-secondary educational institutions (public & private) | S | Section 122-805 |
| Outdoor recreation | A | Section 122-802 |
| **INFRASTRUCTURE** | | |
| Essential Services | P | Section 122-637 |
| Communication Devices | A | Article XI, division 3 |
| Alternative Energy | A | Section 122-788 |
| Stormwater Control | A | Section 122-789 |

*P=Principal, A=Accessory, S=Special Land Use*

| USES | HHS | NOTES & OTHER REGULATIONS FOR USES |
|---|---|---|
| **SERVICES** | | |
| Business and professional offices and services | P | |
| Financial services, including banks | P | Drive through or drive-up facilities require special land use |
| Adult drop-in center | P | Section 122-793 |
| Homeless Shelter | P | Section 122-785 |
| Personal service establishments | P | |
| Child Care Centers | P | Section 122-779 |
| Funeral homes | S | |
| Nursing Homes | P | Section 122-796 |
| Medical or dental offices | P | No more than 4 practitioners |
| Medical or dental clinics | P | 5 or more practitioners |
| Hospitals | P | |
| Substance abuse treatment facilities | S | Section 122-808 |
| Catering services | P | |
| **COMMERCIAL** | | |
| Retail stores less than 15,000 square feet | P | |
| Food stores, excluding sale of alcohol | P | |
| Farmers' market and other organized markets | P | |
| **RESTAURANTS** | | |
| Carry-out and/or delivery restaurant | P | |
| Café or coffee shop | P | |
| Cafeteria | A | |
| **AUTO-ORIENTED** | | |
| Parking Garage | S | Section 122-781 |
| Automobile Share Parking | A | |
| **RESEARCH** | | |
| Laboratories | P | |
| **TEMPORARY USES** | | |
| Food concession sales | P | Section 122-35 (7) |
| **URBAN AGRICULTURE** | | |
| Community gardens | A | Exempt from area regulations in 122-274, subject to 122-815 |
| Toolhouses, sheds and other similar buildings for the storage of domestic supplies | A | Must meet accessory structure regulations for building type. |
| Passive solar structure (greenhouse, hoophouse, etc.) | A | Must meet accessory structure regulations for building type. |
| **PERFORMANCE OR STRUCTURES REQUIRING SPECIAL LAND USE** | | |
| Operation between 2 a.m. and 6 a.m. during any 24-hour period | S | |

**Sec. 122-273. Circulation Standards.**

Circulation Standards will apply to redevelopment and new development of parcels within the walkable urban districts.

(a) *General*

1. Streets are intended for use by vehicular and pedestrian traffic and to provide access to lots and open spaces.
2. Streets must generally consist of vehicular lanes and public frontages.
3. Streets must be designed in context with the urban form and desired design speed of the districts through which they pass. The public frontages of streets that pass from one district to another must be adjusted accordingly or, alternatively, the district may follow the alignment of the street to the depth of one lot, retaining a single public frontage throughout its trajectory.
4. Within all the CN, CN-SF, CN-Mid, C, HC, NC, GC, HHS Districts, pedestrian comfort must be a primary consideration of the street. Design conflict between vehicular and pedestrian movement generally must be decided in favor of the pedestrian.
5. The street network must be designed to define blocks as established by district. The perimeter must be measured as the sum of lot frontage lines. Block perimeter at the edge of the development parcel must be subject to approval by the Planning Commission.
6. All streets must terminate at other streets, forming a network. Internal streets must connect wherever possible to those on adjacent sites. Cul-de-sacs must be subject to approval by the Planning Commission to accommodate specific site conditions only.
7. Each lot must front a street, pedestrian passage, and/or civic space, such as a park. An entrance to the building with required frontage must face the street or, if a street is not present, the Planning Commission may approve an entrance on the pedestrian passage or civic space.
8. All circulation and block plans must include the easements for non-motorized pathways in the City of Ypsilanti's Non-Motorized Plan, the ReImagine Washtenaw Corridor Improvement Study and any planned road easement expansions approved by City Council.

(b) *Circulation plan required with site plan for proposal less than 3 acres.* For proposed development that is less than three acres in size, a circulation plan must be submitted which identifies potential cross-and joint-access to adjacent parcels, the existing Block Layout. The Block must be defined as lots and/or all contiguous lots must be considered to be part of a block for this purpose. Pedestrian accommodations and alternative transportation modes must be reflected in the submitted circulation plan. The streetside zone parameters, as outlined Article XI, Division 4 of this Ordinance will also be required to be applied to existing streets. The measurement of the streetside zone, must be from the edge of curb.

(c) *Block plan required with site plan for proposal greater than 3 acres.* When a proposed development is three acres or greater, a block plan must be required as part of the proposed development which requires the proposed development to construct a block assembly as part of the development as outlined in sub-section d of this Section: Circulation standards for new streets. An applicant must submit the block length, block perimeter and the street type that will be constructed for the development. Streets must be designed to allow for adjacent parcels to connect to existing streets.

(d) *Circulation standards.*

1. Streets are intended for use by vehicular and pedestrian traffic and to provide access to lots and open spaces.
2. Circulation standards must generally consist of vehicular lanes, parking, bicycle lanes, landscape, sidewalks, and outdoor seating.
3. Streets must be designed in context with the urban form and desired design speed of the districts through which they pass. Circulation that pass from one districts to another must be adjusted accordingly or, alternatively, the district may follow the alignment of the street to the depth of one lot, retaining a single public frontage throughout its trajectory.
4. Within all the CN, CN-SF, CN-Mid, C, HC, NC, GC, HHS districts, pedestrian comfort must be a primary consideration of the street. Design conflict between vehicular and pedestrian movement generally must be decided in favor of the pedestrian.
5. *Block Perimeter and Block Size.* The street network must be designed around a series of blocks. In order to create a system of land subdivision and development which links one area to another, land should be organized by development blocks to the maximum extent

feasible given the topography and physical characteristics of each individual site. A block perimeter must be measured as the sum of lot frontages. Each district is regulated by a varying block size and perimeter:

a. Centers and Core Neighborhoods (C, CN, CN-SF, CN-Mid): Block perimeter must not exceed a total length of 1600 feet and the maximum block length must generally be 400 feet.

b. Corridors and Health and Human Services (HC, NC, GC, HHS): Block perimeter must not exceed a total length of 2,000 feet and the maximum block length must generally be 500 feet.

6. All Streets must terminate at other streets, in order to form a network. Internal streets must connect wherever possible to those on adjacent sites. Cul-de-sacs must be subject to approval by the Planning Commission to accommodate specific site conditions only.

7. Each lot must front a street, pedestrian passage, or civic space.

8. A continuous network of rear and side alleys or lanes, must serve as the primary means of vehicular ingress to individual lots, when possible within Center Districts. Alley or lane entrances should generally align so as to provide ease of ingress for service vehicles.

(e) *Vehicular access for infill and new development.* New development and redevelopment for joint use driveways and cross access easements. A system of joint use driveways and cross access easements must be established wherever feasible and the building site must incorporate the following:

1. A continuous service drive or cross access extending the entire length of each parcel served to provide for driveway separation consistent with access management classification system and standards.

2. Stub-outs and other design features to make it visually obvious that the butting properties may be tied in to provide cross access via a service drive;

3. A unified access and circulation system plan that includes coordinated or shared parking areas is encouraged wherever feasible.

.

(f) *Access for outparcels and phased development plans*

1. In the interest of promoting unified access and circulation systems, development sites under the same ownership or consolidated for the purposes of development and comprised of more than one building site must not be considered separate properties in relation to the access standards of this code. The number of connections permitted must be the minimum number necessary to provide reasonable access to these properties, not the maximum permitted for that frontage. All necessary easements, agreements, and stipulations required under joint use driveways and cross access easements must be met. This must also apply to phased development plans.

2. All access to outparcels must be internalized using the shared circulation system of the principal development. Access to outparcels must be designed to avoid excessive movement across parking aisles and queuing across surrounding parking and driving aisles

**Sec. 122-274. Building Types.**

Building types are permitted by Core Neighborhoods, Centers, Corridors and Health and Human Services District(s) as identified in Sec. 122-271 when any new and/or redevelopment occurs on any parcel within these Districts. The building typologies are consistent with the size, scale and character desired within each Neighborhoods, Centers, Corridors and Health and Human Services District.

(a) *Building Types by Neighborhoods, Centers, Corridors and Health and Human Services District.* The following building types are allowed in Neighborhoods, Centers, Corridors and Health and Human Services districts as shown in the table below. "P" stands for permitted building types, "L" stands for building types allowed in special locations shown on the Zoning Map.

| BUILDING TYPE | | CN | CN-MID | CN-SF | C | HHS | HC | NC | GC |
|---|---|---|---|---|---|---|---|---|---|
| MA | Mansion | L | L | L | -- | -- | L | -- | -- |
| ES | Estate | P | P | P | -- | -- | P | P | -- |
| HS | House | P | P | P | -- | P | P | P | -- |
| CO | Cottage | P | P | P | -- | -- | -- | -- | -- |
| TH | Townhouse | P | P | -- | L | -- | -- | P | -- |
| AH | Apartment House | P | P | -- | P | P | P | P | -- |
| CA | Courtyard Apartment | P | -- | -- | L | -- | P | P | P |
| AB | Apartment Building | P | -- | -- | L | -- | L | P | P |
| CS | Commercial/Mixed-Use Small | L | -- | -- | P | -- | P | P | P |
| CM | Commercial/Mixed Use Medium | -- | -- | -- | P | -- | P | P | P |
| CL | Commercial/Mixed Use Large | -- | -- | -- | P | P | -- | -- | P |
| SC | Single Story Commercial Building | L | L | L | -- | -- | L | P | P |
| LS | Large Single Story Commercial Building | -- | -- | -- | -- | P | -- | -- | P |
| MB | Multiple Story | -- | -- | -- | P | P | -- | -- | P |
| IT | Institutional | P | P | P | P | P | P | P | P |

(b) *New Construction of Limited Building Types requires Site Plan Approval by Planning Commission*. All new construction of limited building types must be subject to site plan review with approval by the Planning Commission per Section 122-123.

(c) *Categories for Building Types.* The following categories are included in the table provided for each building type. Each standard is labeled by a letter (A, example) which directly relates to the table provided on each building type. The categories are described as follows:

1. Lot requirements. Provisions for minimum and maximums; lot depth, lot size and the permitted lot coverage.
2. Building envelope. Provisions for the minimum and maximum setbacks permitted by front, side, and rear yards. There are minimum and maximum setback for each lot type. The maximum and minimum frontage refers to the proportion of the lot width along which the primary building façade must be within the minimum and maximum front setback.
3. Accessory Structure Envelope. Provides the setbacks and maximum building footprints permitted for accessory structures.
4. Building height: Provisions for permitted heights in stories. The minimum height for all first floors is twelve

(12) feet. The maximum height for first floor residential development must be fourteen (14) feet and twenty (20) feet for nonresidential. Institutional building types may receive a waiver from the Planning Commission (see IT institutional building type and Section 122-780). The minimum height for second story and higher is ten (10) feet. The maximum height for second story and higher must not exceed twelve (12) feet. Each building lot typology provides the range of height appropriate for the building type. Height must be measured from finished floor.

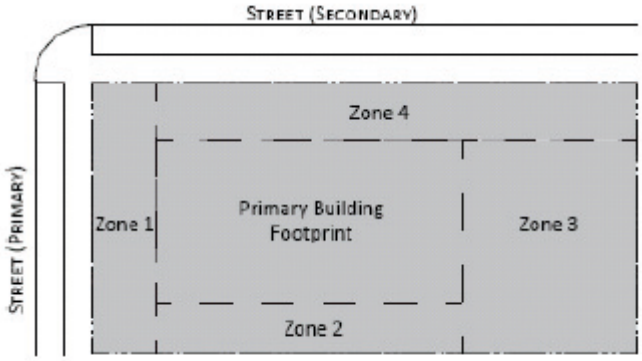
5. Parking provisions: The amount of parking must be determined by Article XIII of this Chapter. Parking provisions provide zones where parking is permitted. The parking zone refers to any uncovered parking area located on the parcel. Driveways are permitted in any zone provided the frontage requirements have been met as required by provided the frontage requirements have been met as required by building type. The diagram illustrates a Primary and Secondary street. Primary streets are streets that are addressed to the parcel of land. Secondary streets may or may not have access to the parcel. Zones are defined and illustrated by the lot area between the principal building frontage and:

   Zone 1: the right-of-way of any primary street.

   Zone 2: any common interior lot line.

   Zone 3: any rear lot line.

   Zone 4: the right-of-way of any secondary street.




6. Private frontages, refers to the area that is attached or integrated into the primary building. The building types are either required or preferred. If there are multiple frontages provided in the table, the applicant may choose what private frontage to provide per building. The private frontage area may count towards the calculation of the frontage build out requirement under the "Building Envelope" category.

(d) *Building Type Parameters.* The diagrams and text that follow provide the building parameters by building type. Building types must be consistently applied by District and not permitted a variance or waiver to increase in lot size.

1. Lot Size determines Building Types. The size of the lot determines what type of building may be placed on a lot. For instance, a cottage or a house building type may be constructed on 5,000 square foot lot, since all of the those building types fit within the allowed lot size for those building types, but an estate building type is not allowed. Maximum lot depth and width do not determine building types, but all building types must meet the minimum lot width, depth and size.

2. Infill and Redevelopment. Additions, renovations and new buildings on existing built parcels, will require the assembly of building types. The building types are outlined by lot size and will not necessarily need to be replatted or divided to meet the standards. For instance, an addition to an existing building that meets the setbacks in the following table but is on a lot larger than the maximum size does not need to adjust lot lines.

3. Lot Requirements For New And Infill Development. Lot requirements for parcels that may fit more than one building type or several buildings of the same type are permitted. There is no requirement to plat or divide land to create lots on the existing parcel site. However, the building type's lot requirements as outlined in the table below must be met. For example, a multiple-story building and a commercial mixed use building can be built on the same parcel, without any changes to the lot line locations or a lot split, as long as the other lot requirements for the district can be met. In terms of buildings of a single type, two rows of rental townhouses can be built on a single parcel, without changes or splits of the lot, as long as the width of each unit met the lot requirements and the distance between the two buildings met the side or rear yard setback for both buildings, whichever is applicable.

In the event an existing building exceeds the lot requirements, the Planning Director must determine if a waiver can be granted or require a review by the Planning Commission. A waiver can be issued if the existing and or proposed additions do not exceed the District's block area and perimeter defined in subsection 122-273(d)5.

4. If the proposed additions to an existing building exceed the block requirements, the applicant may be subject to review by the Planning Commission.

5. *Exceptions to Setbacks*. The following exceptions apply to setbacks for all building types:

   (a) *Historic Structure Front and Rear Yard*. With Planning Commission approval, a structure, if deemed historic by the Ypsilanti Historic District Commission, may encroach up to within five feet of a required front or rear yard or within three feet within a side yard in order to allow the re-use of an existing historic structure or to enhance the authenticity of an historic site; provided that no part of any structure is located on or over any adjacent property.

   (b) *Accessory Structure Adjacent to Alley or Railroad.* Any setback for an accessory structure adjacent to an alley or railroad right-of-way is one foot.

6. *Double Frontage Lots*. In the case of a row of double frontage lots, one street must be designated as the front street for all lots in the row, with rear setbacks applying to the yards fronting the other street. If there are existing buildings in the same block fronting on one or both of the streets, the required minimum front yard setback must be observed on the street where buildings presently front.

# MA MANSION

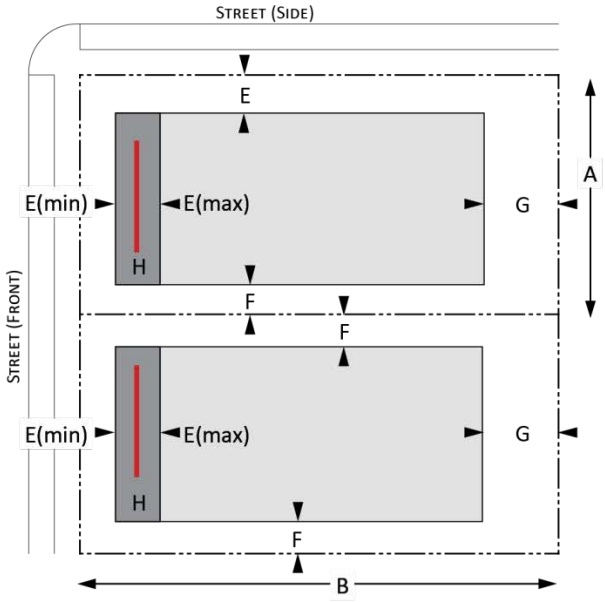
Very large buildings originlly built as residences, they are located on very large lots that distinguish the building from others nearby with expansive yards. They generally have a single primary entrance. This building type is only permitted by the Planning Commission.

| LOT REQUIREMENTS | MIN | MAX |
|---|---|---|
| A - Lot Width (ft) | 120 | -- |
| B - Lot Depth (ft) | 120 | -- |
| C - Lot Size (sf) | 14,440 | -- |
| D - Lot Coverage (%) | -- | 30 |
| **BUILDING ENVELOPE** | **MIN** | **MAX** |
| E - Street Setback (ft) | 30[1] | -- |
| F - Side Setback (ft) | 25 | -- |
| G - Rear Setback (ft) | 40 | -- |
| H - Frontage Buildout (%) | -- | -- |
| **ACCESSORY BUILDING ENVELOPE** | **MIN** | **MAX** |
| I - Street Setback (ft) | 30 | |
| J - Side Setback (ft) | 5 | -- |
| K - Rear Setback (ft) | 5 | -- |
| L - Building Footprint (sf) | -- | 1,200 |
| Note: There is a maximum of two accessory buildings. | | |
| **BUILDING HEIGHT** | **MIN** | **MAX** |
| M - Principal Building (st) | 1 | 3 |
| N - Accessory Structure(s) (ft) | -- | 15 |
| **PARKING PROVISIONS** | | |
| Location | Front, Side, street-side yard, and rear yards | |

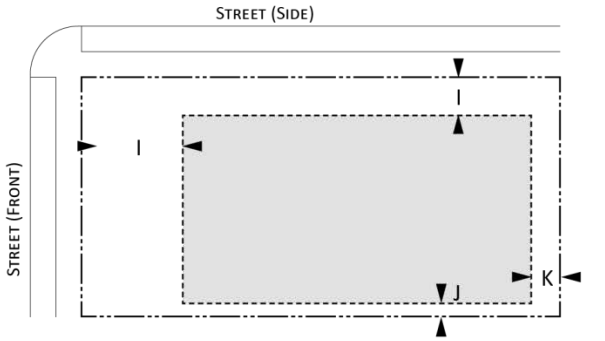
[1] The street setback will be determined by the average of the front yards of existing buildings on the same street side and block in which the new building is being proposed.

EXAMPLE

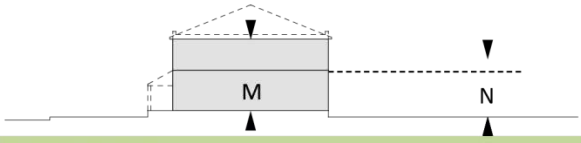
LOT REQUIREMENTS AND BUILDING ENVELOPE



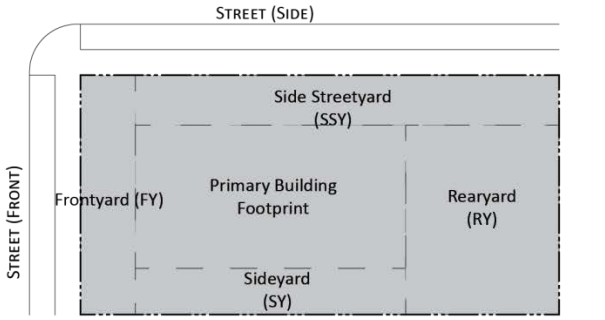

ACCESSORY STRUCTURE ENVELOPE




BUILDING HEIGHT




PARKING LOCATION



# ES ESTATE

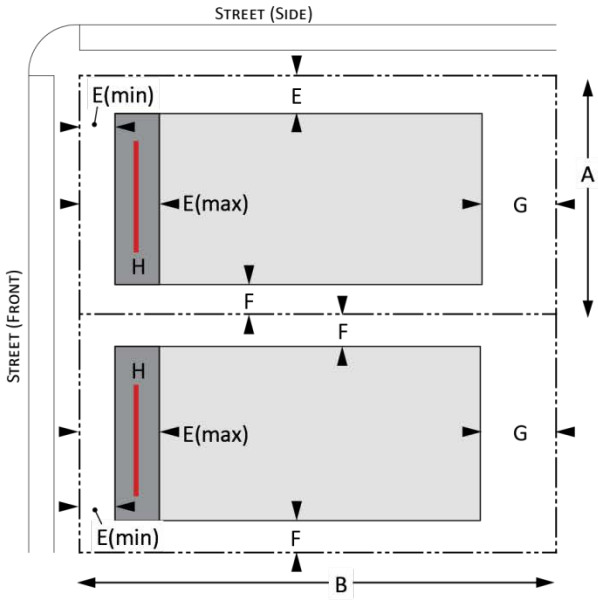
Large buildings, built as residences, they are located on large lots that accommodate large yards. They generally have distinguishing architectural features and one primary entrance.

| LOT REQUIREMENTS | MIN | MAX |
|---|---|---|
| A - Lot Width (ft) | 80 | 120 |
| B - Lot Depth (ft) | 120 | -- |
| C - Lot Size (sf) | 9,600 | 21,780 |
| D - Lot Coverage (%) | -- | 30 |
| **BUILDING ENVELOPE** | **MIN** | **MAX** |
| E- Street Setback (ft) | 20[1] | -- |
| F - Side Setback (ft) | 10 | -- |
| G - Rear Setback (ft) | 25 | -- |
| H - Frontage Buildout (%) | -- | 80 |
| **ACCESSORY BUILDING ENVELOPE** | **MIN** | **MAX** |
| I - Street Setback (ft) | 30 | |
| J - Side Setback (ft) | 5 | -- |
| K - Rear Setback (ft) | 5 | -- |
| L - Building Footprint (sf) | -- | 950 |
| Note: There is a maximum of two accessory buildings. | | |
| **BUILDING HEIGHT** | **MIN** | **MAX** |
| M - Principal Building (st) | 1 | 3 |
| N - Accessory Structure(s) (ft) | -- | 15 |
| **PARKING PROVISIONS** | | |
| Location | Side, street-side yard, and rear yards | |
| **PRIVATE FRONTAGES** | | Required: |

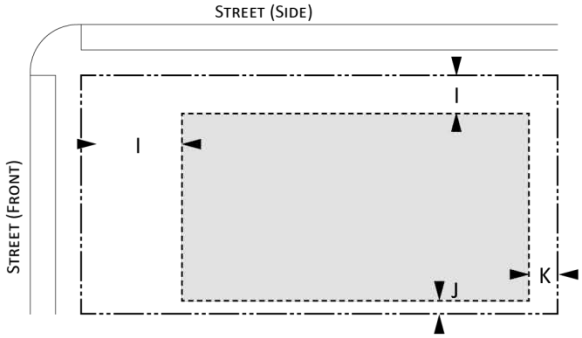
[1] The street setback will be determined by the average of the front yards of existing buildings on the same street side and block in which the new building is being proposed in residential districts only.

EXAMPLE

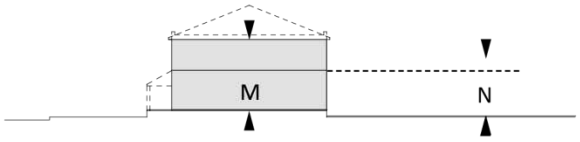
LOT REQUIREMENTS AND BUILDING ENVELOPE



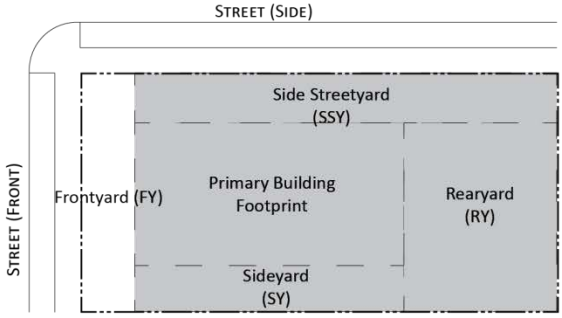

ACCESSORY STRUCTURE ENVELOPE




BUILDING HEIGHT




PARKING LOCATION



# HS HOUSE

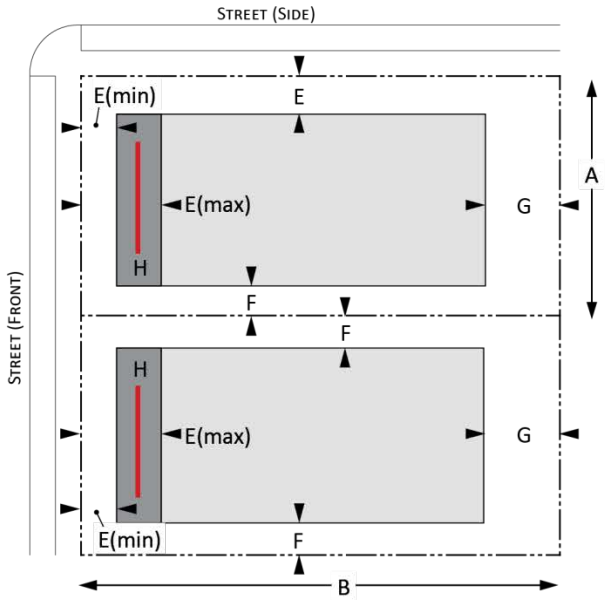
Detached residential buildings built for a single dwelling unit. They are located on lots that accommodate a detached primary building with small side yards and relatively large rear or front yards. They generally have one primary entrance.

| LOT REQUIREMENTS | MIN | MAX |
|---|---|---|
| A - Lot Width (ft) | 35 | 80 |
| B - Lot Depth (ft) | 100 | -- |
| C - Lot Size (sf) | 4,000 | 12,000 |
| D - Lot Coverage (%) | -- | 60 |
| **BUILDING ENVELOPE** | **MIN** | **MAX** |
| E - Street Setback (ft) | 15[1] | 25 |
| F - Side Setback (ft) | 5 | -- |
| G - Rear Setback (ft) | 20 | -- |
| H - Frontage Buildout (%) | 60 | 80 |
| **ACCESSORY BUILDING ENVELOPE** | **MIN** | **MAX** |
| I - Street Setback (ft) | 30 | |
| J - Side Setback (ft) | 5 | -- |
| K - Rear Setback (ft) | 5 | -- |
| L - Building Footprint (sf) | -- | 800 |
| Note: There is a maximum of two accessory buildings | | |
| **BUILDING HEIGHT** | **MIN** | **MAX** |
| M - Principal Building (st) | 1 | 3 |
| N - Accessory Structure(s) (ft) | -- | 15 |
| **PARKING PROVISIONS** | | |
| Location | Side, street-side yard, and rear yards | |
| **PRIVATE FRONTAGES** | | **Required:** |
| | | Porch or Stoop |

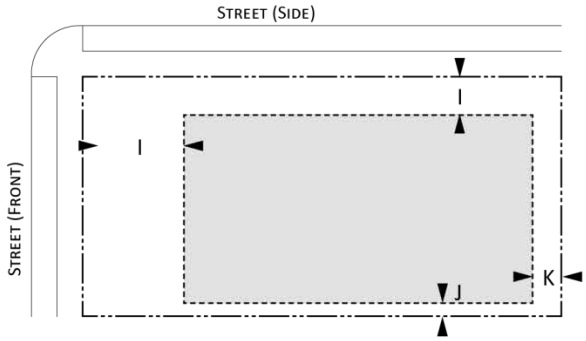
[1] The street setback will be determined by the average of the front yards of existing buildings on same street side and block in which the new building is being proposed in residential districts only.

EXAMPLE

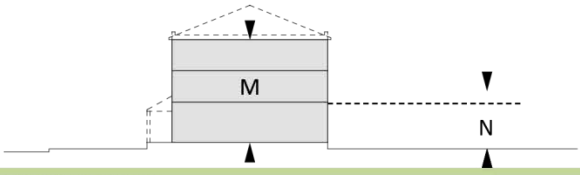
LOT REQUIREMENTS AND BUILDING ENVELOPE



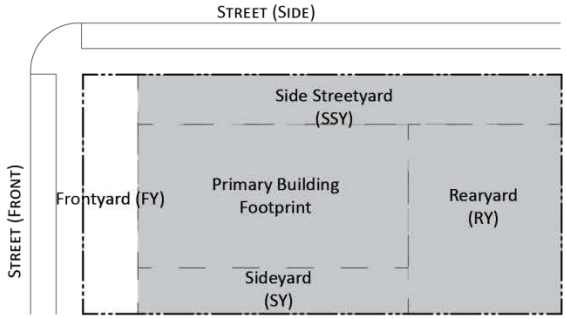

ACCESSORY STRUCTURE ENVELOPE




BUILDING HEIGHT




PARKING LOCATION



# CO COTTAGE

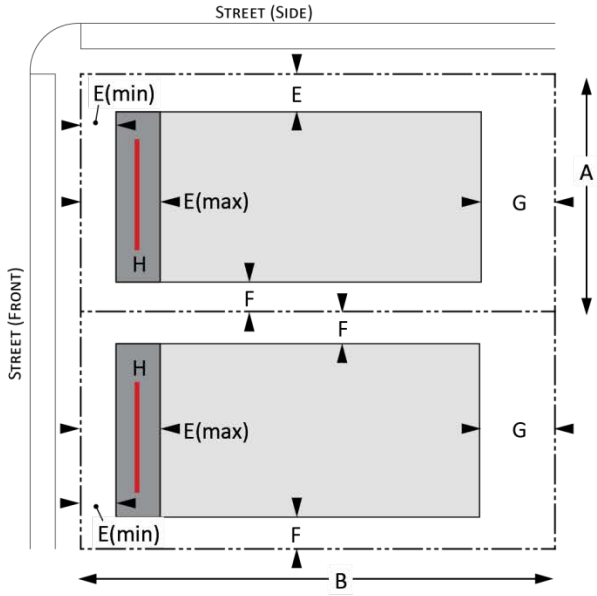
Small residential buildings, sized for a single dwelling. They are located on lots that accommodate a detached primary building with small yards. They are generally a single-story building or bungalow with a single primary entrance.

| LOT REQUIREMENTS | MIN | MAX |
|---|---|---|
| A - Lot Width (ft) | 25 | 35 |
| B - Lot Depth (ft) | 50 | 150 |
| C - Lot Size (sf) | 2,500 | 6,300 |
| D - Lot Coverage (%) | -- | 70 |
| **BUILDING ENVELOPE** | **MIN** | **MAX** |
| E - Street Setback (ft) | 10[1] | 20 |
| F - Side Setback (ft) | 3 | -- |
| G - Rear Setback (ft) | 10 | -- |
| H - Frontage Buildout (%) | 70 | 90 |
| **ACCESSORY BUILDING ENVELOPE** | **MIN** | **MAX** |
| I - Street Setback (ft) | 30 | |
| J - Side Setback (ft) | 3 | -- |
| K - Rear Setback (ft) | 5 | -- |
| L - Building Footprint (sf) | -- | 500 |
| Note: There is a maximum of two accessory buildings | | |
| **BUILDING HEIGHT** | **MIN** | **MAX** |
| M - Principal Building (st) | 1 | 2 |
| N - Accessory Structure(s) (ft) | -- | 15 |
| **PARKING PROVISIONS** | | |
| Location | Side, street-side yard, and rear yards | |
| **PRIVATE FRONTAGES** | | Required: |

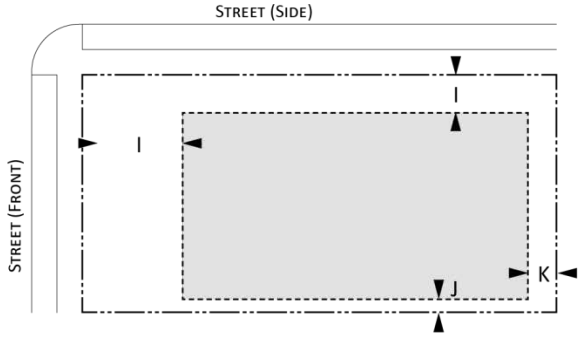
[1] The street setback will be determined by the average of the front yards of existing buildings on the same street side and block in which the new building is being proposed in residential districts only.

EXAMPLE

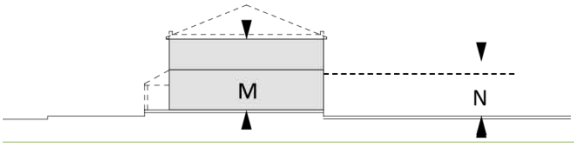
LOT REQUIREMENTS AND BUILDING ENVELOPE



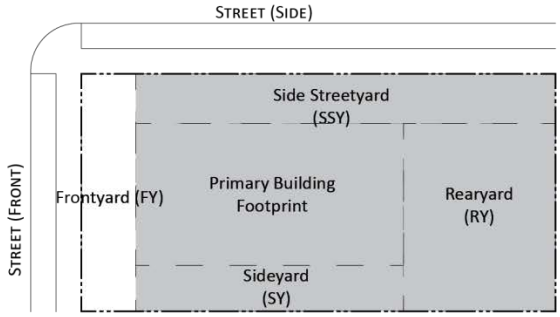

ACCESSORY STRUCTURE ENVELOPE




BUILDING HEIGHT




PARKING LOCATION



# TH TOWNHOUSE

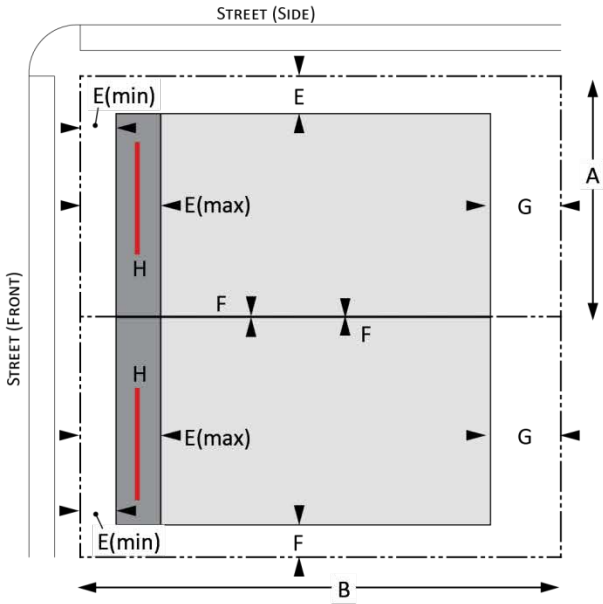
A row of attached residential buildings. They are located on lots which accommodate a building of two or more units with party walls and a private back yard. Each dwelling has its own entrance to the street.

| LOT REQUIREMENTS | MIN | MAX |
|---|---|---|
| A - Lot Width (ft) | 15 | 25 [2] |
| B - Lot Depth (ft) | 80 | 120 |
| C - Lot Size (sf) | 1,200 | 3,000 |
| D - Lot Coverage (%) | -- | 60 |
| **BUILDING ENVELOPE** | **MIN** | **MAX** |
| E- Street Setback (ft) | 10[1] | 20[1] |
| F - Side Setback (ft) | 0[2] | -- |
| G - Rear Setback (ft) | 15 | -- |
| H - Frontage Buildout (%) | 90 | 100 |
| Note: A maximum of 6 units may be provided in a row | | |
| **ACCESSORY BUILDING ENVELOPE** | **MIN** | **MAX** |
| I - Street Setback (ft) | 30 | |
| J - Side Setback (ft) | 3 | -- |
| K - Rear Setback (ft) | 5 | -- |
| L - Building Footprint (sf) | -- | 800 |
| Note: There is a maximum of two accessory buildings. | | |
| **BUILDING HEIGHT** | **MIN** | **MAX** |
| M - Principal Building (st) | 1 | 3 |
| N - Accessory Structure(s) (ft) | -- | 15 |
| **PARKING PROVISIONS** | | |
| Location | Rear Yard | |
| **PRIVATE FRONTAGES** | **Required:** | |
| | Porch or Stoop | |

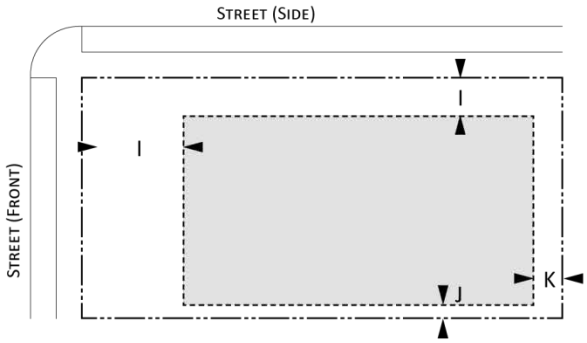
[1] If located on Washtenaw Avenue must build no more than 10 ft from future right-of-way line
[2] End unit lot may be up to 10' larger.

EXAMPLE

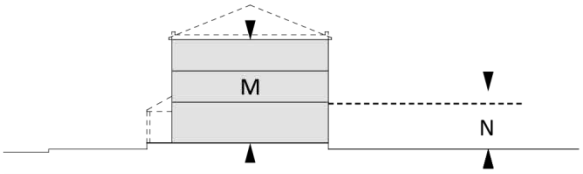
LOT REQUIREMENTS AND BUILDING ENVELOPE



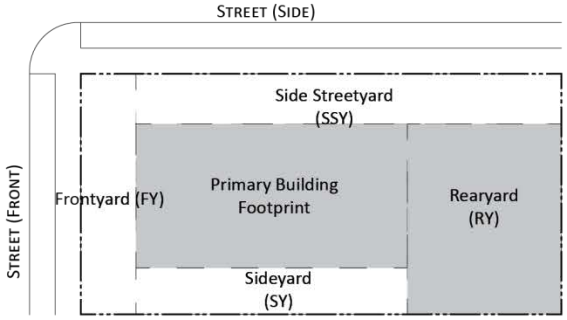

ACCESSORY STRUCTURE ENVELOPE




BUILDING HEIGHT




PARKING LOCATION



# AH APARTMENT HOUSE

Detached residential buildings converted to contain two or more dwelling units. They are located on lots that accommodate the associated parking and outdoor living areas for several dwellings. Each may have its own entrance.

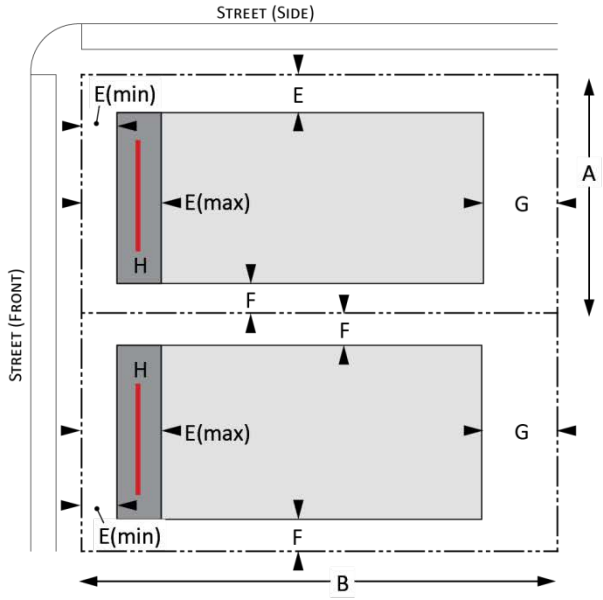
| LOT REQUIREMENTS | MIN | MAX |
|---|---|---|
| A - Lot Width (ft) | 40 | 120 |
| B - Lot Depth (ft) | 100 | 150 |
| C - Lot Size (sf) | 4,000 | 18,000 |
| D - Lot Coverage (%) | -- | 50 |
| **BUILDING ENVELOPE** | **MIN** | **MAX** |
| E - Street Setback (ft) | 15[1][2] | 25 |
| F - Side Setback (ft) | 5 | -- |
| G - Rear Setback (ft) | 20 | -- |
| H - Frontage Buildout (%) | 60 | 80 |
| **ACCESSORTY BUILDING ENVELOPE** | **MIN** | **MAX** |
| I - Street Setback (ft) | 30 [1] | |
| J - Side Setback (ft) | 5 | -- |
| K - Rear Setback (ft) | 5 | -- |
| L - Building Footprint (sf) | -- | 800 |
| Note: There is a maximum of two accessory buildings. | | |
| **BUILDING HEIGHT** | **MIN** | **MAX** |
| M - Principal Building (st) | 1 | 3 |
| N - Accessory Structure(s) (ft) | -- | 15 |
| **PARKING PROVISIONS** | | |
| Location | Side, street-side yard, and rear yards | |
| **PRIVATE FRONTAGES** | | **Required:** |
| | | Porch or Stoop |

[1] If located on Washtenaw Avenue must build no more than 10ft from future right-of-way line

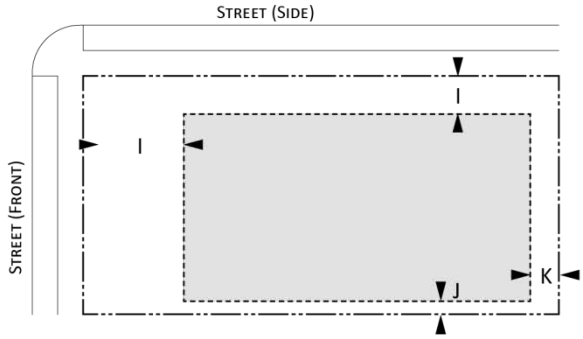
[2] The street setback will be determined by the average of the front yards of existing buildings on the same street side and block in which the new building is being proposed in residential districts only.

EXAMPLE

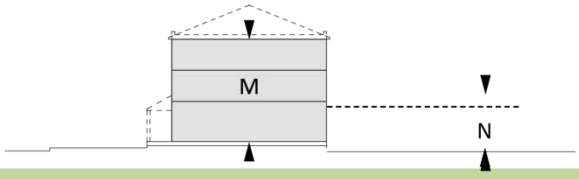
LOT REQUIREMENTS AND BUILDING ENVELOPE



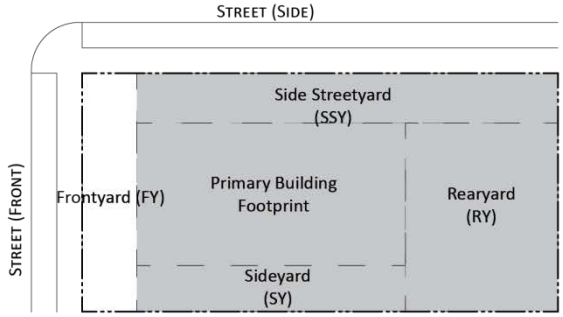

ACCESSORY STRUCTURE ENVELOPE




BUILDING HEIGHT




PARKING LOCATION



# CA COURTYARD APARTMENT

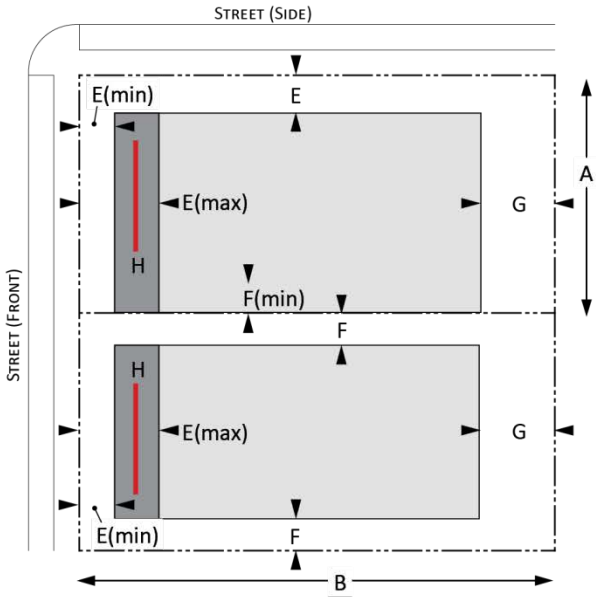
A grouping of buildings, containting multiple dwellings each, arranged around and fronting on a central courtyard that may be partially or wholly open to the street. The lot also accommodates the associated parking and outdoor living areas. Each dwelling may have its own entrance.

| LOT REQUIREMENTS | MIN | MAX |
|---|---|---|
| A - Lot Width (ft) | 80 | 200 |
| B - Lot Depth (ft) | 80 | 180 |
| C - Lot Size (sf) | 6,400 | 20,000 |
| D - Lot Coverage (%) | -- | 80 |
| **BUILDING ENVELOPE** | **MIN** | **MAX** |
| E- Street Setback (ft) | 10[1] | 20 |
| F - Side Setback (ft) | 0 | 10 |
| G - Rear Setback (ft) | 10 | -- |
| H - Frontage Buildout (%) | 50 | 75 |
| **ACCESSORY BUILDING ENVELOPE** | **MIN** | **MAX** |
| I - Street Setback (ft) | 30 | |
| J - Side Setback (ft) | 10 | -- |
| K - Rear Setback (ft) | 10 | -- |
| L - Building Footprint (sf) | -- | 800 |
| **BUILDING HEIGHT** | **MIN** | **MAX** |
| M - Principal Building (st) | 2 | 4 |
| N - Accessory Structure(s) (ft) | -- | 15 |
| **PARKING PROVISIONS** | | |
| Location | Side and Rear Yards | |
| **PRIVATE FRONTAGES** | **Required:** | |
| | Forecourt | |

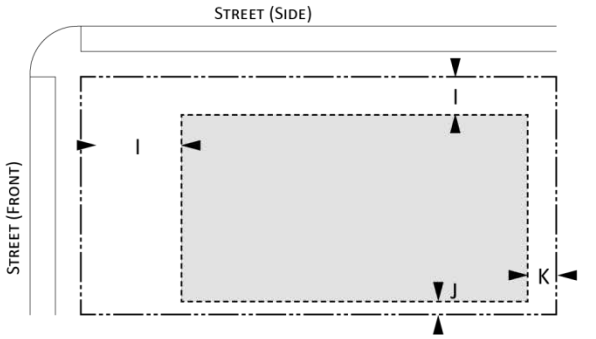
[1] If located on Washtenaw Avenue must build no more than 10ft from future right-of-way line

EXAMPLE

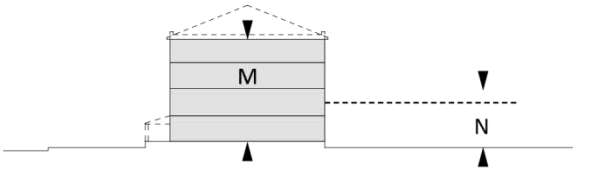
LOT REQUIREMENTS AND BUILDING ENVELOPE



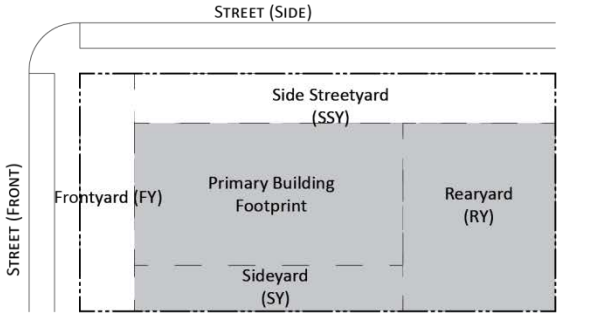

ACCESSORY STRUCTURE ENVELOPE




BUILDING HEIGHT




PARKING LOCATION



# AB APARTMENT BUILDING

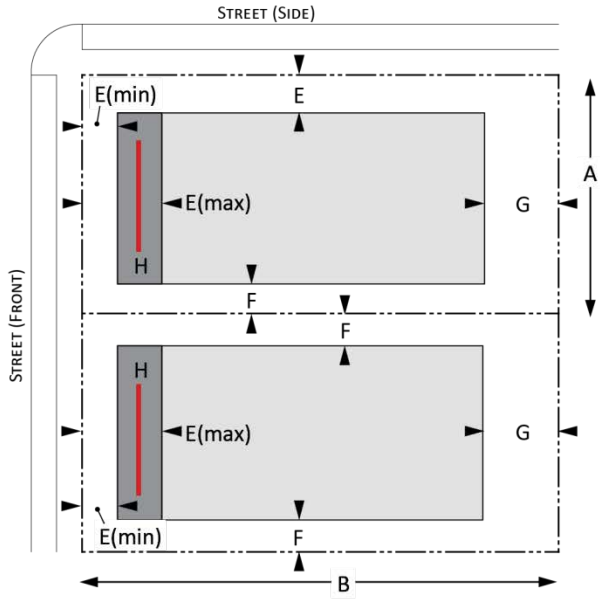
Multiple-story buildings, designed for multifamily residential use. They are located on lots that may be as large as a city block and can accommodate two or more dwellings as well as the associated parking, waste disposal, and outdoor living areas.

| LOT REQUIREMENTS | MIN | MAX |
|---|---|---|
| A - Lot Width (ft) | 40 | 300 |
| B - Lot Depth (ft) | 100 | 300 |
| C - Lot Size (sf) | 4,000 | 90,000 |
| D - Lot Coverage (%) | -- | 80 |
| **BUILDING ENVELOPE** | **MIN** | **MAX** |
| E - Street Setback (ft) | 10[1] | 25[1] |
| F - Side Setback (ft) | 5 | -- |
| G - Rear Setback (ft) | 15[2] | -- |
| H - Frontage Buildout (%) | 60 | 80 |
| **ACCESSORY BUILDING ENVELOPE** | **MIN** | **MAX** |
| I - Street Setback (ft) | 30 | |
| J - Side Setback (ft) | 10 | -- |
| K - Rear Setback (ft) | 10 | -- |
| L - Building Footprint (sf) | -- | 800 |
| **BUILDING HEIGHT** | **MIN** | **MAX** |
| M - Principal Building (st) | 2 | 6 |
| N - Accessory Structure(s) (ft) | -- | 15 |
| **PARKING PROVISIONS** | | |
| Location | Side and Rear Yards | |
| **PRIVATE FRONTAGES** | | **Required:** |
| | | Porch, Forecourt or Stoop |

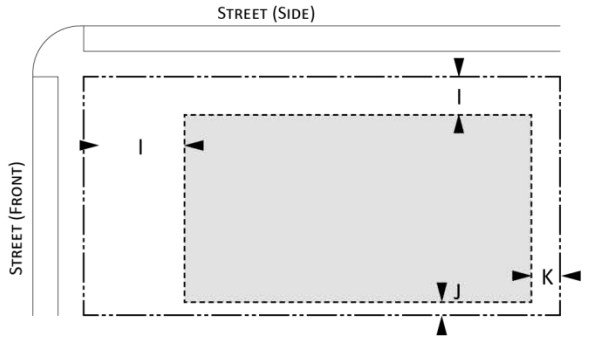
[1] If located on Washtenaw Avenue must build no more than 10 ft from future right-of-way line
[2] When adjacent to existing single family residential detached homes, the rear setback shall be 25 ft.

EXAMPLE

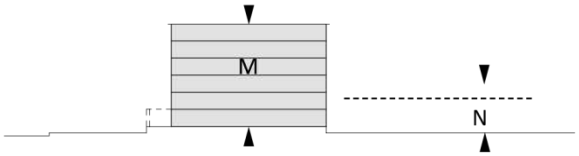
LOT REQUIREMENTS AND BUILDING ENVELOPE



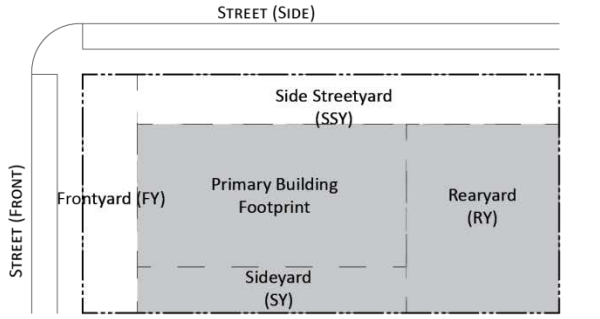

ACCESSORY STRUCTURE ENVELOPE




BUILDING HEIGHT




PARKING LOCATION



# CS COMMERCIAL/ MIXED-USE - SMALL

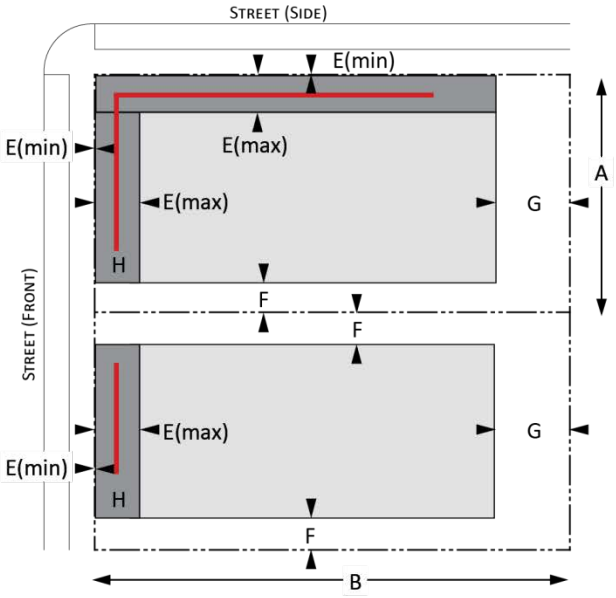
Small multiple-story buildings, often designed for commercial or office uses on the ground floor and dwellings or offices above. They are located on lots that can accommodate a building that is less than 20% of a city block width.

| LOT REQUIREMENTS | MIN | MAX |
|---|---|---|
| A - Lot Width (ft) | 15 | 60 |
| B - Lot Depth (ft) | 80 | 120 |
| C - Lot Size (sf) | 1,800 | 7,200 |
| D - Lot Coverage (%) | -- | 90 |
| **BUILDING ENVELOPE** | **MIN** | **MAX** |
| E- Street Setback (ft) | 0[1] | 15[1] |
| F - Side Setback (ft) | 0 | -- |
| G - Rear Setback (ft) | 5 | -- |
| H - Frontage Buildout (%) | 80 | 100 |
| **ACCESSORY BUILDING ENVELOPE** | **MIN** | **MAX** |
| I - Street Setback (ft) | 30 | |
| J - Side Setback (ft) | 3 | -- |
| K - Rear Setback (ft) | 10 | -- |
| L - Building Footprint (sf) | -- | 800 |
| **BUILDING HEIGHT** | **MIN** | **MAX** |
| M - Principal Building (st) | 2 | 4 |
| N - Accessory Structure(s) (ft) | -- | 15 |
| **PARKING PROVISIONS** | | |
| Location | Side and Rear Yards | |
| **PRIVATE FRONTAGES** | **Required:** | |
| | Commercial | |

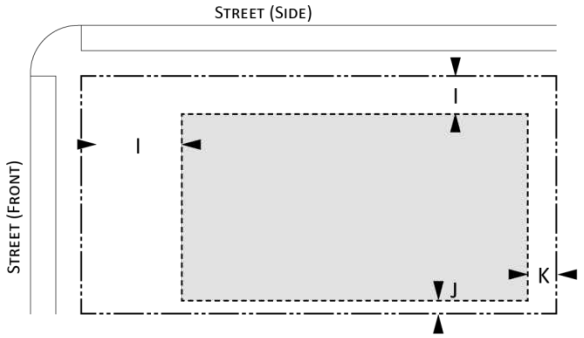
[1] If located on Washtenaw Avenue must build no more than 10ft from future right-of-way line

EXAMPLE

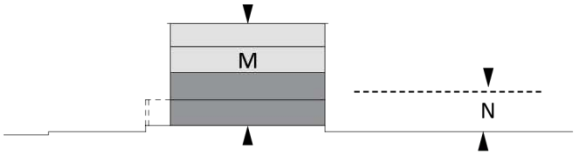
LOT REQUIREMENTS AND BUILDING ENVELOPE



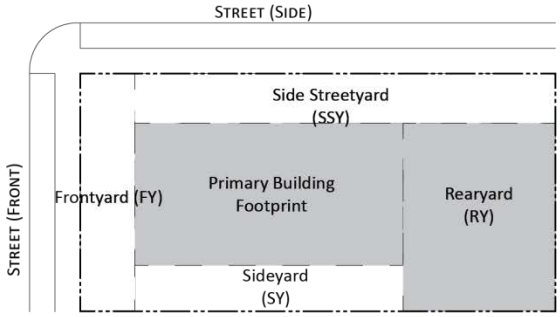

ACCESSORY STRUCTURE ENVELOPE




BUILDING HEIGHT




PARKING LOCATION



# CM COMMERCIAL/ MIXED-USE - MEDIUM

Average-sized multiple-story buildings, often designed for commercial or office uses on the ground floor and dwellings or offices above. They are located on lots that can accommodate a building that spans 20-40% of a city block width.

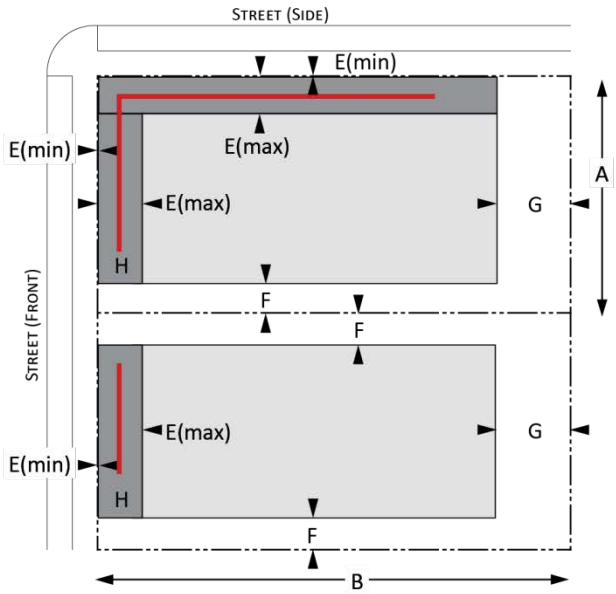
| LOT REQUIREMENTS | MIN | MAX |
|---|---|---|
| A - Lot Width (ft) | 60 | 120 |
| B - Lot Depth (ft) | -- | 500 |
| C - Lot Size (sf) | -- | 60,000 |
| D - Lot Coverage (%) | -- | 90 |
| **BUILDING ENVELOPE** | **MIN** | **MAX** |
| E- Street Setback (ft) | 0[1] | 15[1] |
| F - Side Setback (ft) | 0 | -- |
| G - Rear Setback (ft) | 10[2] | -- |
| H - Frontage Buildout (%) | 90 | 100 |
| **ACCESSORY BUILDING ENVELOPE** | **MIN** | **MAX** |
| I - Street Setback (ft) | 30 | |
| J - Side Setback (ft) | 10 | -- |
| K - Rear Setback (ft) | 10 | -- |
| L - Building Footprint (sf) | -- | 800 |
| **BUILDING HEIGHT** | **MIN** | **MAX** |
| M - Principal Building (st) | 2 | 5 |
| N - Accessory Structure(s) (ft) | -- | 15 |
| **PARKING PROVISIONS** | | |
| Location | Side and Rear Yards | |
| **PRIVATE FRONTAGES** | **Required:** | |
| | Commercial | |

[1] If located on Washtenaw Avenue must build no more than 10ft from future right-of-way line

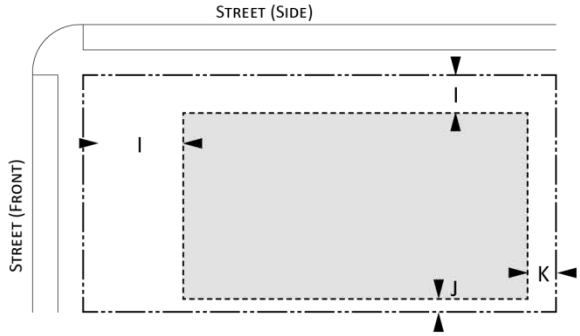
[2] When adjacent to existing single family residential detached homes, the rear setback shall be 25 ft.

EXAMPLE

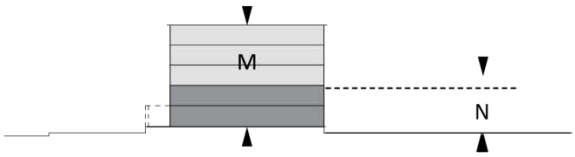
LOT REQUIREMENTS AND BUILDING ENVELOPE



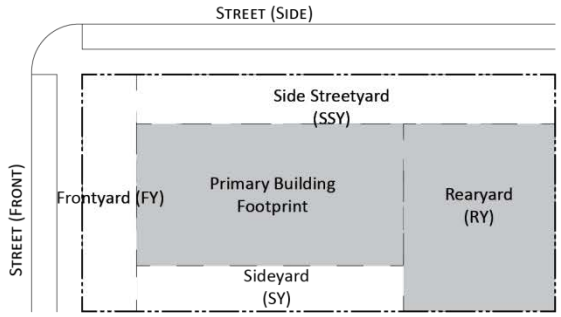

ACCESSORY STRUCTURE ENVELOPE




BUILDING HEIGHT




PARKING LOCATION



# CL COMMERCIAL/ MIXED-USE - LARGE

Large multiple-story buildings, often designed for commercial or office uses on the ground floor and dwellings or offices above. They are located on lots that can accommodate a building that spans up to an entire city block width. .

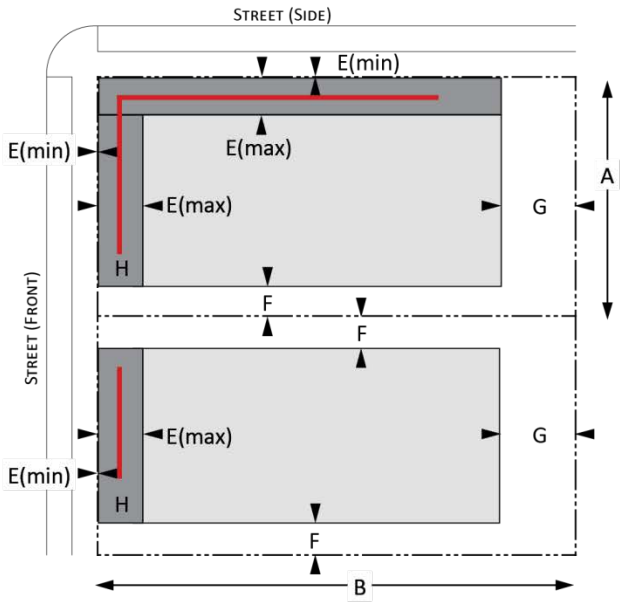
| LOT REQUIREMENTS | MIN | MAX |
|---|---|---|
| A - Lot Width (ft) | 120 | 300 |
| B - Lot Depth (ft) | -- | 500 |
| C - Lot Size (sf) | -- | 150,000 |
| D - Lot Coverage (%) | -- | 90 |
| **BUILDING ENVELOPE** | **MIN** | **MAX** |
| E- Street Setback (ft) | 0[1] | 15[1] |
| F - Side Setback (ft) | 0 | -- |
| G - Rear Setback (ft) | 10[2] | -- |
| H - Frontage Buildout (%) | 90 | 100 |
| **ACCESSORY BUILDING ENVELOPE** | **MIN** | **MAX** |
| I - Street Setback (ft) | 30 | |
| J - Side Setback (ft) | 10 | -- |
| K - Rear Setback (ft) | 10 | -- |
| L - Building Footprint (sf) | -- | 800 |
| **BUILDING HEIGHT** | **MIN** | **MAX** |
| M - Principal Building (st) | 2 | 8 |
| N - Accessory Structure(s) (ft) | -- | 15 |
| **PARKING PROVISIONS** | | |
| Location | Side and Rear Yards | |
| **PRIVATE FRONTAGES** | **Required:** | |
| | Commercial | |

[1] If located on Washtenaw Avenue must build no more than 10ft from future right-of-way line

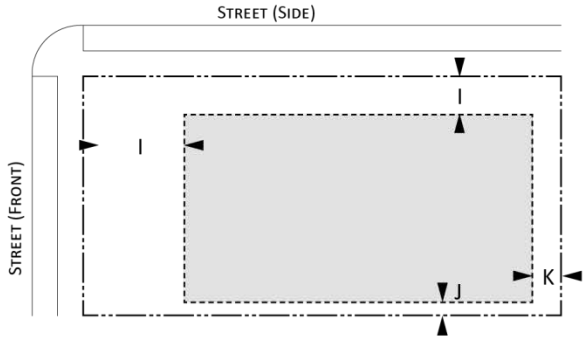
[2] When adjacent to existing single family residential detached homes, the rear setback shall be 25 ft.

EXAMPLE

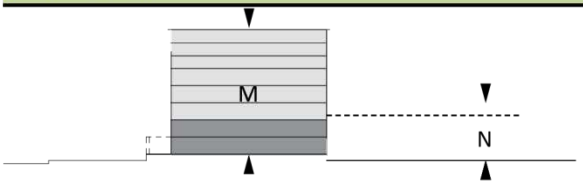
LOT REQUIREMENTS AND BUILDING ENVELOPE



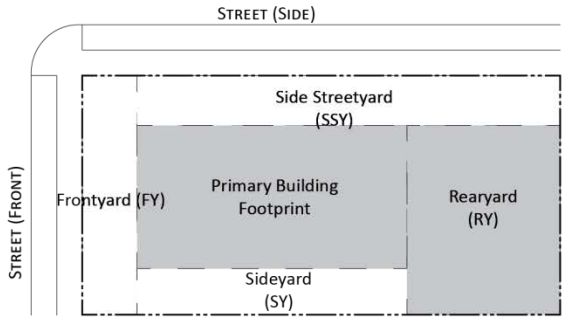

ACCESSORY STRUCTURE ENVELOPE




BUILDING HEIGHT




PARKING LOCATION



# SC SINGLE STORY COMMERCIAL BUILDING

A single-story building, designed for non-residential use. They are located on lots that accommodate a detached primary building with the associated parking, loading, and waste disposal areas. A single use is generally located in each building.

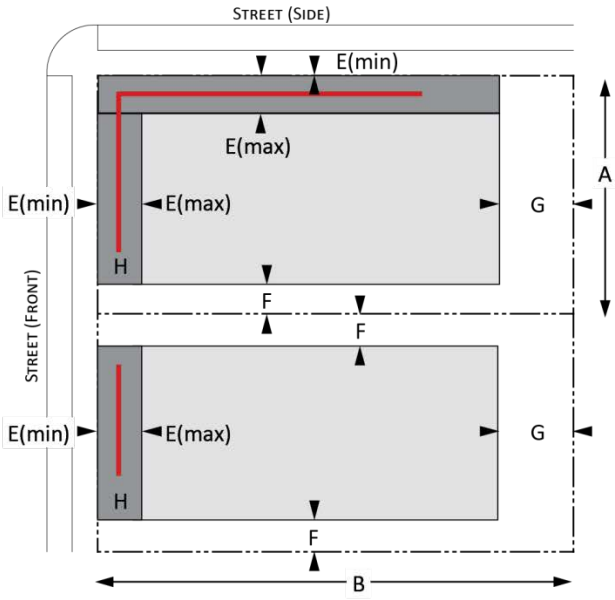
| LOT REQUIREMENTS | MIN | MAX |
|---|---|---|
| A - Lot Width (ft) | 50 | 300 |
| B - Lot Depth (ft) | 100 | 300 |
| C - Lot Size (sf) | 7,500 | 90,000 |
| D - Lot Coverage (%) | -- | 60 |
| **BUILDING ENVELOPE** | **MIN** | **MAX** |
| E- Street Setback (ft) | 5[1] | 15[1] |
| F - Side Setback (ft) | 0 | -- |
| G - Rear Setback (ft) | 15[2] | -- |
| H - Frontage Buildout (%) | 50 | 100 |
| **ACCESSORY BUILDING ENVELOPE** | **MIN** | **MAX** |
| I - Street Setback (ft) | 30( | |
| J - Side Setback (ft) | 10 | -- |
| K - Rear Setback (ft) | 10( | -- |
| L - Building Footprint (sf) | -- | 800 |
| **BUILDING HEIGHT** | **MIN** | **MAX** |
| M - Principal Building (st) | 1 | 1 |
| N - Accessory Structure(s) (ft) | -- | 15 |
| **PARKING PROVISIONS** | | |
| Location | Side, Street-Side and Rear Yards | |
| **PRIVATE FRONTAGES** | | **Permitted:** |
| | | Commercial |

[1] If located on Washtenaw Avenue must build no more than 10ft from future right-of-way line

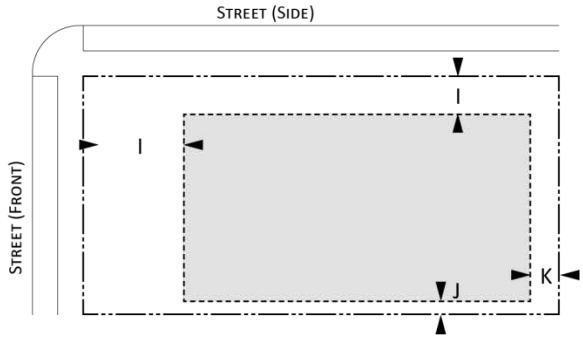
[2] When adjacent to existing single family residential detached homes, the rear setback shall be 25 ft.

EXAMPLE

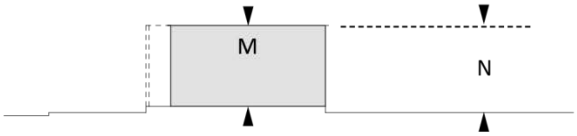
LOT REQUIREMENTS AND BUILDING ENVELOPE



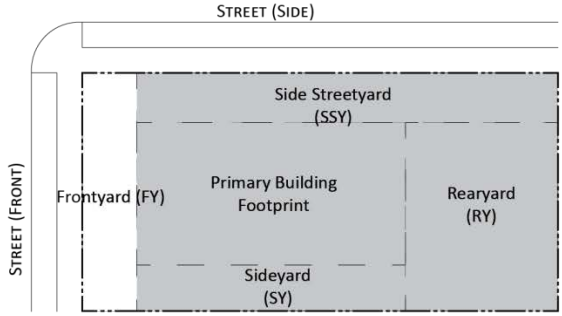

ACCESSORY STRUCTURE ENVELOPE




BUILDING HEIGHT




PARKING LOCATION



# LF LARGE SINGLE STORY COMMERCIAL BUILDING

Large one-story buildings that contain one or more uses. They are located on lots that accommodate the building and its associated parking, loading, and waste disposal areas. Each unit may have its own entrance to the street.

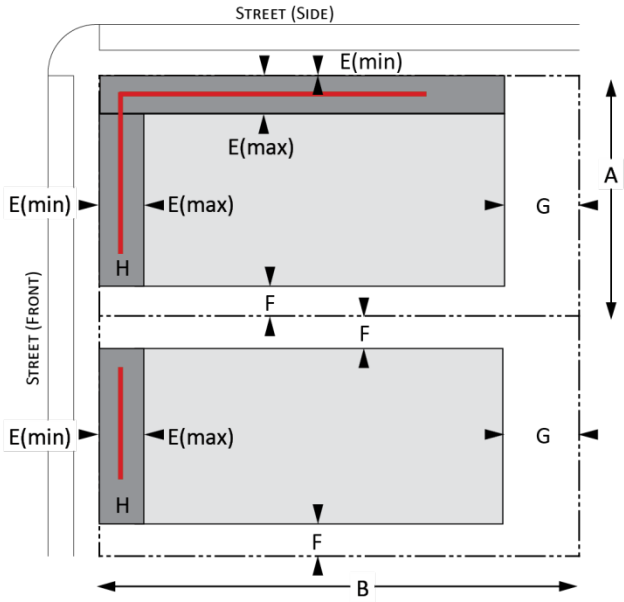
| LOT REQUIREMENTS | MIN | MAX |
|---|---|---|
| A - Lot Width (ft) | 300 | Block |
| B - Lot Depth (ft) | 300 | Block |
| C - Lot Size (sf) | 90,000 | -- |
| D - Lot Coverage (%) | 45 | 80 |
| **BUILDING ENVELOPE** | **MIN** | **MAX** |
| E- Street Setback (ft) | 5[1] | 15[1] |
| F - Side Setback (ft) | 0 | -- |
| G - Rear Setback (ft) | 10[2] | -- |
| H - Frontage Buildout (%) | 50 | 100 |
| **ACCESSORY BUILDING` ENVELOPE** | **MIN** | **MAX** |
| I - Street Setback (ft) | 30 | |
| J - Side Setback (ft) | 10 | -- |
| K - Rear Setback (ft) | 10 | -- |
| L - Building Footprint (sf) | -- | 800 |
| **BUILDING HEIGHT** | **MIN** | **MAX** |
| M - Principal Building (st) | 1 | 1 |
| N - Accessory Structure(s) (ft) | -- | 15 |
| **PARKING PROVISIONS** | | |
| Location | Side and Street-Side and Rear Yards | |
| **PRIVATE FRONTAGES** | | **Permitted:** |
| | | Commercial |

[1] If located on Washtenaw Avenue must build no more than 10ft from future right-of-way line

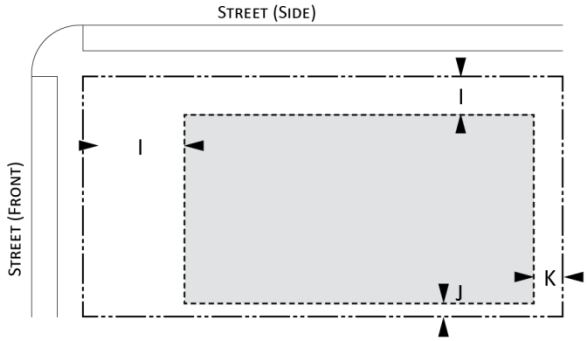
[2] When adjacent to existing single family residential detached homes, the rear setback shall be 25 ft.

EXAMPLE

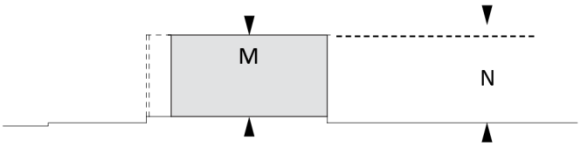
LOT REQUIREMENTS AND BUILDING ENVELOPE



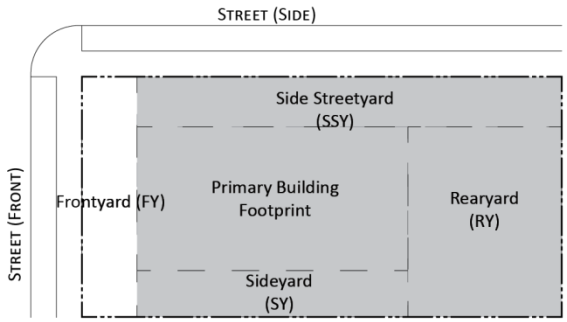

ACCESSORY STRUCTURE ENVELOPE




BUILDING HEIGHT




PARKING LOCATION



# MB MULTIPLE STORY BUILDING

Large multiple-story buildings, designed for a single type of commercial use, such as office. They are located on lots that can accommodate a building that spans up to an entire city block width.

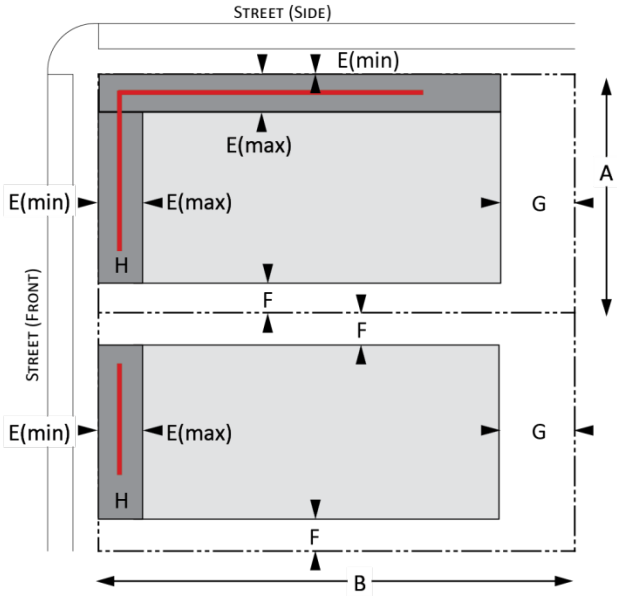
| LOT REQUIREMENTS | MIN | MAX |
|---|---|---|
| A - Lot Width (ft) | 120 | 310 |
| B - Lot Depth (ft) | -- | 500 |
| C - Lot Size (sf) | -- | 150,000 |
| D - Lot Coverage (%) | -- | 90 |
| **BUILDING ENVELOPE** | **MIN** | **MAX** |
| E- Front Setback (ft) | 5[1] | 25[1] |
| F - Side Setback (ft) | 0 | -- |
| G - Rear Setback (ft) | 10[2] | -- |
| H - Frontage Buildout (%) | 50 | 100 |
| **ACCESSORY BUILDING ENVELOPE** | **MIN** | **MAX** |
| I - Street Setback (ft) | 30 | |
| J - Side Setback (ft) | 10 | -- |
| K - Rear Setback (ft) | 10 | -- |
| L - Building Footprint (sf) | -- | 800 |
| **BUILDING HEIGHT** | **MIN** | **MAX** |
| M - Principal Building (st) | 2 | 6 |
| N - Accessory Structure(s) (ft) | -- | 15 |
| **PARKING PROVISIONS** | | |
| Location | Side, Street-Side and Rear Yards | |
| **PRIVATE FRONTAGES** | **Permitted:** | |
| | Commercial | |

[1] If located on Washtenaw Avenue must build no more than 10ft from future right-of-way line

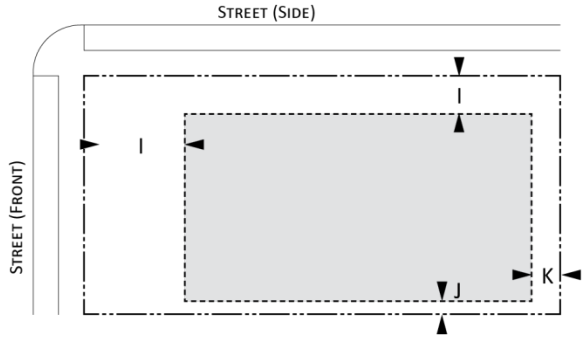
[2] When adjacent to existing single family residential detached homes, the rear setback shall be 25 ft.

EXAMPLE

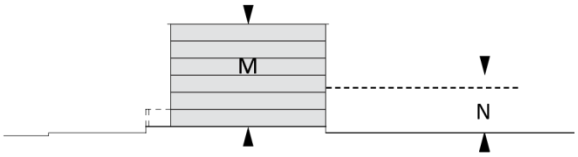
LOT REQUIREMENTS AND BUILDING ENVELOPE



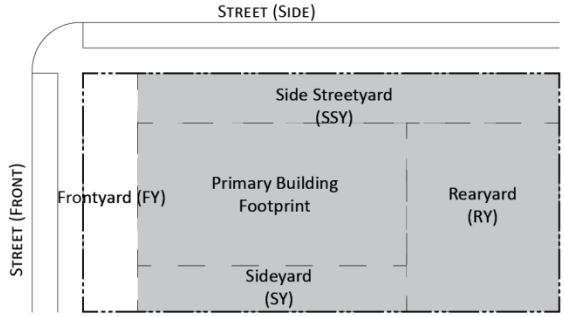

ACCESSORY STRUCTURE ENVELOPE




BUILDING HEIGHT




PARKING LOCATION



# IT INSTITUTIONAL

Buildings originally designed to house government, assembly, or institutional uses. They are located on lots that can accommodate the primary building, associated parking, loading, waste disposal areas, and outdoor living areas, as applicable.

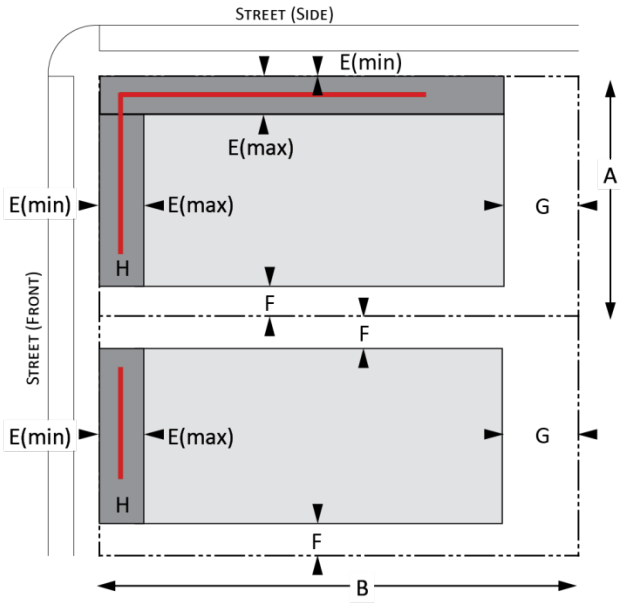
| LOT REQUIREMENTS | MIN | MAX |
|---|---|---|
| A - Lot Width (ft) | 50 | Block Max |
| B - Lot Depth (ft) | 100 | Block Max |
| C - Lot Size (sf) | 5,000 | -- |
| D - Lot Coverage (%) | -- | 60 |
| **BUILDING ENVELOPE** | **MIN** | **MAX** |
| E- Street Setback (ft) | 15[1] | -- |
| F - Side Setback (ft) | 0 | -- |
| G - Rear Setback (ft) | 15 | -- |
| H - Frontage Buildout (%) | 50 | 100 |
| **ACCESSORY BUILDING ENVELOPE** | **MIN** | **MAX** |
| I - Street Setback (ft) | 30 | |
| J - Side Setback (ft) | 10 | -- |
| K - Rear Setback (ft) | 10 | -- |
| L - Building Footprint (sf) | -- | 800 |
| **BUILDING HEIGHT** | **MIN** | **MAX** |
| M - Principal Building (st) | 1 | 4[2] |
| N - Accessory Structure(s) (ft) | -- | 15 |
| **PARKING PROVISIONS** | | |
| Location | Side, Street Side and Rear Yards, | |
| **PRIVATE FRONTAGES** | | **Required:** |
| | | No specific frontage required |

[1] If located on Washtenaw Avenue must build no more than 10ft from future right-of-way line

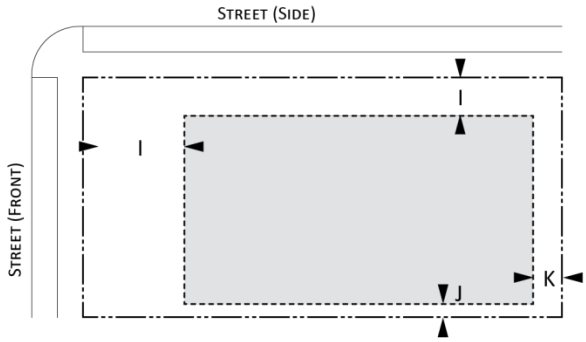
[2] Additional height may be granted by the Planning Commission if the Commission finds the additional height to be consistent within that district.

EXAMPLE

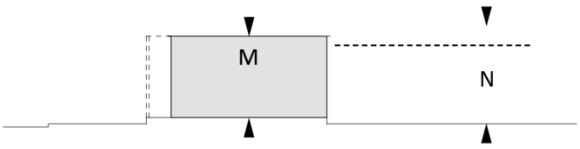
LOT REQUIREMENTS AND BUILDING ENVELOPE



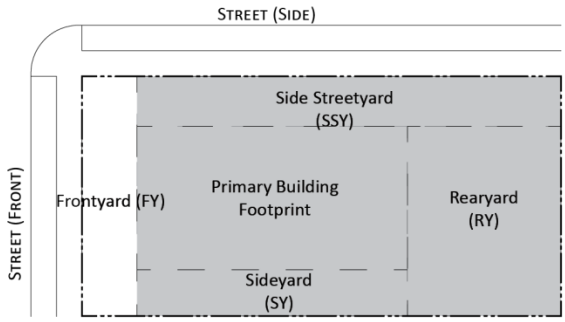

ACCESSORY STRUCTURE ENVELOPE




BUILDING HEIGHT




PARKING LOCATION



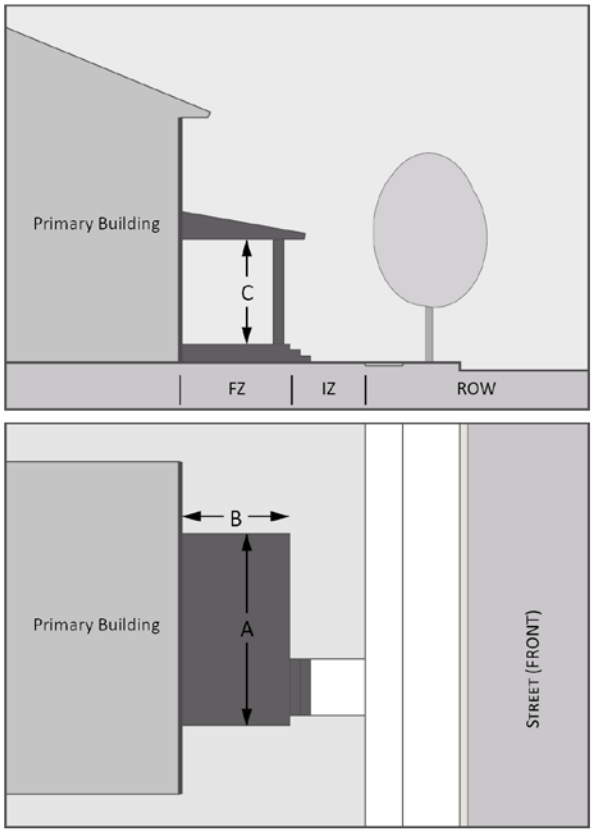
# P PORCH

The façade is set back from the front lot line per applicable street setback requirements. The façade includes an attached front porch structure. A wide variety of porch designs are possible.

| FRONTAGE ZONE (FZ) | MIN | MAX |
|---|---|---|
| Porch structure requirements: | | |
| A - Width (clear) (ft) | 10 | -- |
| B - Depth (clear) (ft) | 5 | -- |
| C - Height (clear) (ft) | 7 | -- |
| **INTERFACE ZONE (IZ)** | | |
| Landscape with path (3' wide min) from sidewalk to structure | | |
| **OTHER REQUIREMENTS** | | |

Refer to Historic Guidelines when developing within the Historic District.

FRONTAGE ZONE AND INTERFACE ZONE DIMENSIONS

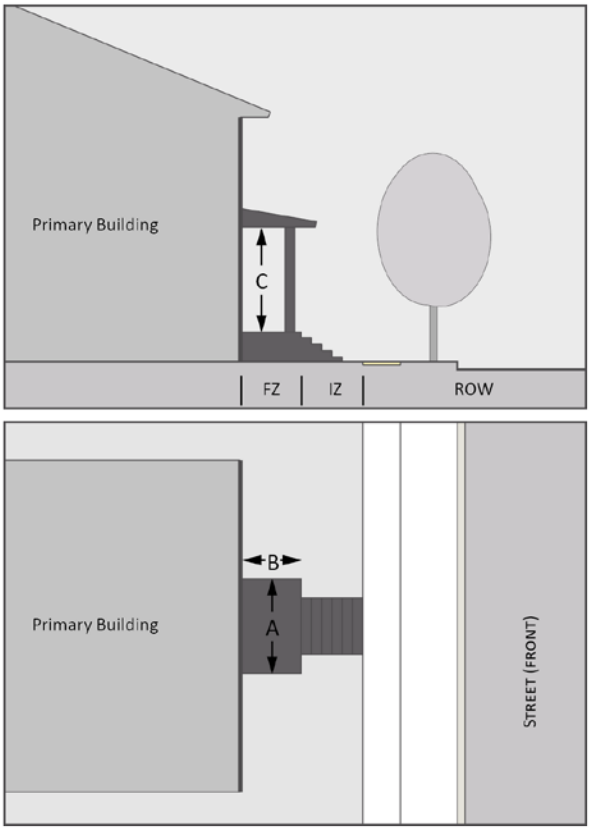


# S STOOP

The façade is set back from the front lot line per applicable street setback requirements. The façade includes an attached entry stoop (an elevated landing with stairs) that is placed at or near the front lot line. The ground floor is elevated to provide privacy. The stoop may include a roof.

| FRONTAGE ZONE (FZ) | MIN | MAX |
|---|---|---|
| Stoop structure requirements: | | |
| A - Width (clear) (ft) | 5 | 8 |
| B - Depth (clear) (ft) | 3 | 8 |
| C - Height (clear) (ft) | 7 | -- |
| **INTERFACE ZONE (IZ)** | | |
| Landscape with path (3' wide min) from sidewalk to structure | | |
| **OTHER REQUIREMENTS** | | |
| Refer to Historic Guidelines when developing within the Historic District. | | |

FRONTAGE ZONE AND INTERFACE ZONE DIMENSIONS



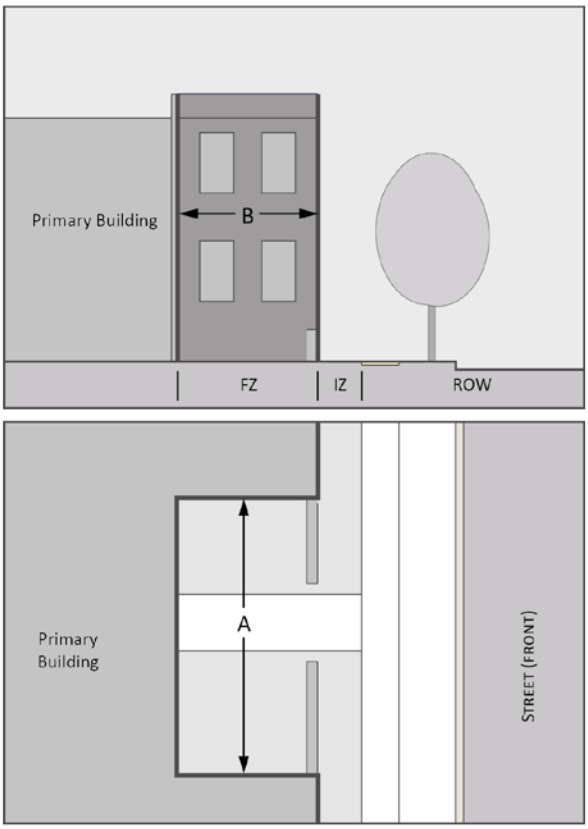
# F FORECOURT

The façade is set back from the front lot line per applicable street setback requirements. A portion of the façade is recessed to form an uncovered court. The court is suitable for outdoor dining, gardens, vehicle drop-offs, formal entries etc.. A fence or wall may be used to define the private space of the court. The court may be elevated behind a retaining wall at or near the front lot line with entry steps to the court.

| FRONTAGE ZONE (FZ) | MIN | MAX |
|---|---|---|
| Courtyard requirements: | | |
| A - Width (clear) (ft) | 12 | -- |
| B - Depth (clear) (ft) | 12 | 50 |
| **INTERFACE ZONE (IZ)** | | |
| Landscape with path (6' wide min) from sidewalk to structure | | |
| **OTHER REQUIREMENTS** | | |

Refer to Historic Guidelines when developing within the Historic District.

FRONTAGE ZONE AND INTERFACE ZONE DIMENSIONS



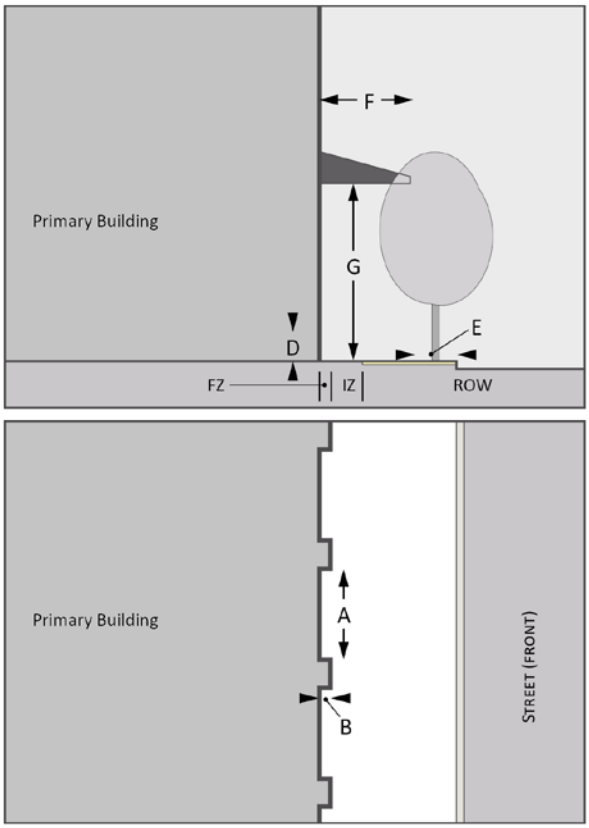
# C COMMERCIAL

The façade is set back from the front lot line per applicable street setback requirements, typically at or near the front lot line with the entrance at sidewalk grade. The façade may include an awning, shed roof, or gallery (a lightweight colonnade with no habitable building space above it) that covers the sidewalk and may extend into the right-of-way. The facade has a substantial amount of glazing at the sidewalk level. Recessed entrances are acceptable.

| FRONTAGE ZONE (FZ) | MIN | MAX |
|---|---|---|
| Building facade requirements: | | |
| A - Distance between openings (ft) | -- | 2 |
| B - Door recess (ft) | -- | 5 |
| C - Ground floor transparency (%) | 60 | -- |
| D - Height to bottom of window (ft) | -- | 2.5 |
| **INTERFACE ZONE (IZ)** | | |
| Extended sidewalk from right-of-way edge to structure | | |
| **OPTIONAL ELEMENTS** | **MIN** | **MAX** |
| AWNING or GALLERY | | |
| E - Setback from curb (ft) | 2 | -- |
| F - Depth (clear) (ft) (Gallery min 8') | 4 | 10 |
| G - Height (clear) (ft) | 8 | -- |
| **OTHER REQUIREMENTS** | | |

Refer to Historic Guidelines when developing within the Historic District.

FRONTAGE ZONE AND INTERFACE ZONE DIMENSIONS



**Sec. 122-275. Reserved.**

**Sec. 122-276. Number of detached accessory buildings**

No more than two detached accessory buildings are permitted on a lot in the CN, CN-SF, CN-Mid, C, HC, NC, GC, HHS districts.

**Sec. 122-277. Steps for Use of Regulations for CN, CN-SF, CN-Mid, C, HC, NC, GC, HHS districts**
The following illustrates the steps a user would follow for projects in the CN, CN-SF, CN-Mid, C, HC, NC, GC, HHS districts. This is illustrative only and is not intended to set forth the administration and procedures, which are set in Article IV.

**Quick Code Guide**
**CN, CN-SF, CN-Mid, C, HC, NC, GC, HHS Districts – Projects 3 acres or more**

| Step | Instructions | Section | Title |
|---|---|---|---|
| (1) | Find the district for your parcel | Sec. 122-232 | Zoning Map |
| (2) | Confirm proposed use(s) is allowed in district | Sec. 122-272 | Permitted Uses |
| (3) | Create a Block Plan that complies with the circulation standards of these districts | Sec. 122-126 17 (b) | Block Plan Requirements |
| | | Sec. 122-273 | Circulation Standards |
| (4) | If the project requires division of property, follow procedures and comply with the requirements for land division or site condominiums | Article X | Site Condominiums |
| | | Sec. 122-756 | Land Division |
| (5) | Comply with parking and landscaping requirements | Article XI, Division 4 | Landscaping and Screening |
| | | Article XIII | Off-Street Parking and Loading Requirements |
| (6) | Follow Procedures for Project 3 acres or less | See following table | |

**Quick Code Guide**
**CN, CN-SF, CN-Mid, C, HC, NC, GC, HHS Districts – Projects 3 acres or less**

| Step | Instructions | Section | Title |
|---|---|---|---|
| (1) | Find the district for your parcel | Sec. 122-232 | Zoning Map |
| (2) | Confirm proposed use(s) is allowed in district | Sec. 122-272 | Permitted Uses |
| (3) | Determine if your site is within a Historic Designation. If so, see step | Chapter 54 of City Code of Ordinances | Historic District |
| (4) | Create circulation plan that complies with Circulation Standards | Sec. 122-273 | Circulation Standards |
| (5) | Chose building type(s) for your site | Sec. 122-274 | Building Lot Typologies |
| (6) | Comply with the Building Parameters by Building Type | Sec. 122-274 | Building Lot Typologies |
| (7) | Comply with parking, landscaping and sign regulations | Article XI, Division 4 | Landscaping and Screening |
| | | Article XIII | Off-Street Parking and Loading Requirements |
| | | Article XIV | Signs |
| (8) | Follow procedures and comply with the requirements for permit application | | Article IV |
| (9) | If within Historic Designation, apply for Historic District Work Application | Chapter 54 of City Code of Ordinances | Historic District |

**Secs. 122-278-122-290. Reserved**

## ARTICLE VIII. RESERVED

**Sec. 122-521--122-570. Reserved.**

## ARTICLE IX. PLANNED UNIT DEVELOPMENT *

***State law reference(s)--**Planned unit development, MCL 125.584b, MSA 5.2934(2).

**Sec. 122-571. Description and purpose.**

(a) It is the purpose of this article to provide guidelines for development or redevelopment which is planned as a unit. Toward this end, it is the intent of these regulations to allow flexibility in the regulation of land development; encourage innovation in land use and variety in design, layout, and type of structures constructed; achieve economy and efficiency in the use of land, energy, public services, and utilities; encourage useful open space; provide better housing, employment, shopping opportunities, compatibility of design, and use between neighboring properties; facilitate the preservation and reuse of historic structures; and encourage development that is consistent with the city's master land use plan.

(b) The approval of a planned unit development application requires an amendment to this chapter to revise the Zoning Map and designate the subject property as "PUD, planned unit development." An approval granted under this article, including all aspects of the final site development plan and conditions imposed on it, constitutes an inseparable part of this chapter.

(c) The provisions of this article are not intended as a device for ignoring this chapter, the specific standards set forth in this chapter, or the planning upon which it has been based. Provisions of this article are intended to result in land development substantially consistent with the zoning standards generally applied to the proposed uses, allowing for modifications and departures from generally applicable standards in accordance with the guidelines of this article to insure appropriate, fair, and consistent decision-making.

**Sec. 122-572. Permitted uses.**

In a planned unit development, the principal uses which are permitted are based on the underlying zoning district. City Council may also consider, upon Planning Commission recommendation, the City of Ypsilanti Master Plan as a basis for principal uses permitted in a planned unit development.

| Underlying Zoning District | Permitted Uses under Planned Unit Development |
|---|---|
| R1, CN-Mid, CN-SF, P | Planned unit developments, excepting adaptive reuse, are not permitted in these districts, except as provided for under 122-574. |
| CN, MD | Any combination of uses permitted in the CN and MD zoning districts. Limited commercial, service, and office uses must be permitted if in combination with and related to residential uses. |
| HHS, HC, NC, C | Any combination of uses permitted in the HHS, HC, NC or C zoning districts. Residential uses must be permitted only if in combination with such commercial or office uses. |
| GC | All commercial, service, and office uses or any combination of such uses must be permitted. Limited light industrial uses must be permitted if in combination with such commercial or office uses. |
| PMD | All industrial and office uses and any combination of such uses. Limited commercial and service uses must be permitted if in combination with industrial uses. Residential uses must not be permitted. |

**Sec. 122-573. Requirements for planned unit developments.**

The following requirements must apply to all planned unit developments:

(1) *Unified control.* The proposed development must be under single ownership or control such that there is a single person or entity having responsibility for completing the project in conformity with this chapter. The applicant must provide legal documentation of a single ownership or control in the form of agreements, contracts, covenants, and deed restrictions which indicate that the development can be completed as shown on the plans, and further, that all portions of the development that are not to be maintained or operated at public expense will continue to be operated and maintained by the developers or their successors.

(2) *Minimum size.* The minimum size of a planned unit development must be 43,560 square feet (one acre) of contiguous land. The City Council may approve a planned unit development for a parcel as small as 21,780 square feet (one-half acre) if the proposal involves the preservation and/or adaptive reuse of a historically significant structure. The historical significance must be determined by the city historic district commission.

(3) *Applicable base regulations.* Unless waived or modified in accordance with the procedures and standards set forth in this article, the yard, bulk, parking, loading, landscaping, lighting, general provisions, and all other standards set forth in this chapter for the uses listed below must be applicable for uses proposed as part of a planned unit development:

a. Multiple-family residential uses must comply with the regulations applicable in the MD multiple dwelling residential district.

b. Commercial and office uses must comply with the regulations applicable in the C - Center district.

c. Manufacturing uses must comply with the regulations applicable in the PMD - Production, Manufacturing, and Distribution district.

d. Mixed uses must comply with the regulations applicable for each individual use, as outlined above, except that if conflicts exist between provisions, the regulations applicable to the most dominant use must apply.

e. To encourage flexibility and creativity in development consistent with the planned development concept, departures from compliance with the base regulations may be granted by the City Council, upon recommendation of the Planning Commission, as a part of the approval of the planned development. For example, such departures may include modifications of lot dimensional standards, setback requirements, density standards, parking and landscaping requirements, and similar requirements. Such departures may be approved only on the condition that they will result in a higher quality of development than would be possible using conventional zoning standards.

(4) *Street access.* Each lot, main building, and principal use within a planned development district must have vehicular access to a public street. Adequate provision must be made for dedications of land for streets and essential services.

(5) *Usable open space.* The proposed development must contain at least as much open space as would otherwise be required by the existing underlying zoning.

(6) *Landscaping and maintenance of common areas.* All required yards and common areas must be landscaped and adequately and permanently maintained by the property owner, tenant, or organization responsible for maintaining common areas. Through an irrevocable conveyance, such as deed restrictions or covenants that run with the land, the developer must assure that all yards and common areas will be developed in accordance to the site plan and not changed to another use.

(7) *Additional considerations.* During review of a proposed planned development, the Planning Commission must take into account the following considerations which may be relevant to a particular project: perimeter setbacks and screening; thoroughfares, drainage, as provided for in best management practices as appropriate, and utility design; underground installation of utilities; insulating pedestrian circulation from vehicular thoroughfares and ways; achievement of an integrated development with respect to signage, lighting, landscaping and building materials; and noise reduction mechanisms, particularly in cases where nonresidential uses adjoin off-site residentially-zoned property.

**Sec. 122-574. Planned adaptive reuse projects.**

A planned unit development that involves adaptive reuse of an existing structure that is located in a residential zoning district, but that was originally constructed for non-residential use, may be reviewed as a planned adaptive reuse project at the request of the applicant. The following requirements must apply to a planned adaptive reuse project in addition to the requirements applied to all planned unit developments:

(1) *Eligibility.* The project must involve the reuse of an existing structure that is located in a residential zoning district, that was constructed for non-residential use.

(2) *Minimum size.* Notwithstanding Sec. 122-573(2), no minimum size is required for a planned adaptive reuse project.

(3) *Permitted uses.* Notwithstanding Sec. 122-572, a planned adaptive reuse project may include any uses determined by the City Council, upon Planning Commission recommendation, to be appropriate for the site and compatible with adjacent uses and zoning districts, with the master plan, and with any subarea plans.

**Sec. 122-575. Application requirements.**

An application for a planned unit development must contain the following:

(1) Cover letter signed by the applicant and owner holding an equitable interest in the property.

(2) Legal description showing the location and acreage of the property.

(3) General description of proposed development, including a timetable of development and a list of departures from the regulations of this chapter which will be required.

(4) Site plan at a scale of one inch equals 50 feet or larger, prepared in accordance with section 122-126. Additional information on the site plan must include:

a. A schedule of total land areas devoted to each type of use, useable floor areas, density calculations, number and types of units, and building ground coverage.

b. Open space areas, indicating the proposed uses and improvements for such areas.

c. Architectural sketches showing building heights, external wall finishes, location of building entry ways, lighting elements, and other architectural features.

d. Copy of agreements, covenants, or deed restrictions which will assure that the development will be completed and maintained as shown on the plans by the developer and successive owners.

e. Other information deemed pertinent to the proposed development by the Planning Commission or City Council.

(5) A fee for the processing of the planned development application, as established by the City Council.

**Sec. 122-576. Review procedures.**

The review and approval process for planned unit developments must be as follows:

(1) *Preapplication conference.*

a. In order to facilitate review of a planned unit development proposal in a timely manner, the applicant may request an informal preapplication conference with city staff. The purpose of such a conference is to exchange information and provide guidance to the applicant that will assist in preparation of application materials.

b. The applicant must present at such a conference, at a minimum, a concept plan of the proposed planned unit development (drawn to scale), a legal description of the property in question, the total land areas of the project, the approximate number of residential units to be constructed, the floor area of nonresidential uses, and areas to be designated as common areas or open space.

c. No formal action must be taken at a preapplication conference. There must be no fee for a preapplication conference. Statements made at the preapplication conference must not be legally binding commitments.

(2) *Public hearing.* After a formal application has been filed for a planned unit development, it must be reviewed by the city planner and planning and development department for completeness and submitted to the Planning Commission. A public hearing on the proposed planned unit development must be scheduled. Notice of the public hearing must be published in a newspaper of general circulation in the city, and sent by mail or personal delivery to the owners of property for which approval is being considered, to all persons to whom real estate property is assessed within 300 feet of the boundary of the property in question, and to the occupants of all structures within 300 feet. Such notice must be given not less than 15 days before the public hearing scheduled. Such notification must contain the following information:

a. Nature of the planned unit development project requested.

b. Boundaries of the property which is the subject of the request.

c. Date and time of the public hearing.

d. Location and times that written comments will be received concerning the request.

(3) *Planning Commission recommendations.* Within a reasonable time not to exceed 90 days following the public hearing, the Planning Commission must make its final consideration of the request, and must recommend to the City Council denial, approval, or approval with conditions, of the request. The Planning Commission must have prepared a report stating its conclusions, the basis for its recommendations, and any conditions relating to an affirmative recommendation.

(4) *City council action.*

a. The City Council must be provided with a copy of the Planning Commission's report, a summary of comments received at the public hearing, minutes of all proceedings, and all documents related to the planned unit development. Within a reasonable time, not to exceed 60 days, after the action of the Planning Commission, the City Council must deny, approve, or approve with conditions, the request.

b. The City Council may require that a performance guarantee be deposited with the city to insure faithful completion of improvements, in accordance with section 122-134. Unapproved deviations or delays in construction may result in a loss of all or a portion of the performance guarantee.

c. The City Council may also impose other conditions to ensure that a planned unit development is constructed in an orderly manner, consistent with the spirit and intent of this chapter; and that the planned unit approach is not used as a means of circumventing restrictions on the location or quantity of certain types of land uses.

(5) *Effect of approval.*

a. Approval of a planned unit development proposal must constitute an amendment to this chapter. All improvements to and use of the site must be in conformity with the approved planned unit development site plan and any conditions imposed.

b. Within three business days of official approval of the application and site plan by the City Council, the city clerk must attest the planned unit development designation for the land in question on the Zoning Map.

c. Notice of the adoption of the planned unit development designation must be published in a newspaper of general circulation within the city within 15 days after approval in accordance with section 122-62.

(6) *Recorded with register of deeds.* The applicant must record with the county register of deeds within ten days of approval of the application the following: a legal description of the project site, the approved site plan and an affidavit declaring that all future improvements will be made in accordance with the approved planned unit development.

**Sec. 122-577. Standards for approval.**

In considering any application for a planned unit development, the Planning Commission and City Council must make their determinations based on the standards for site plan approval in section 122-128 and the following standards:

(1) *Conformance with the planned development concept.* The overall design and all uses proposed in connection with a planned unit development must be consistent with and promote the intent of this article, as well as with specific project design standards set forth in this chapter.

(2) *Recognizable benefits.* The planned development will result in recognizable and substantial benefits to the ultimate users of the project and to the community in general where such benefits would otherwise be unfeasible or unlikely to be achieved.

(3) *Compatibility with adjacent uses.* The proposed planned unit development must be designed with due regard to its relationship with development on surrounding properties and uses thereon, including building heights, setbacks, density, parking, circulation, landscaping, views, and other layout features. In particular, consideration must be given to the following:

a. The bulk, placement, architecture, and types of materials used in construction of proposed structures.

b. The location and screening of vehicular circulation and parking areas in relation to surrounding development.

c. The location and screening of outdoor storage, outdoor activity or work areas, and

mechanical equipment in relation to surrounding development.

d. The hours of operation of the proposed uses.

e. Landscaping, preservation of historic features, and other site amenities.

(4) *Impact of traffic.* The planned development must be designed to minimize any adverse impact of traffic generated by the proposed development. Consideration must be given to the following:

a. Estimated traffic to be generated by the proposed development.

b. Access to major thoroughfares.

c. Proximity and relation to intersections.

d. Adequacy of driver sight distances.

e. Location of and access to off-street parking.

f. Required vehicular turning movements.

g. Provisions for pedestrian traffic.

h. Access to loading and unloading areas.

(5) *Public services.* The proposed type and density of use must not result in a material increase in the need for public services, facilities, and utilities; including but not necessarily limited to water and sewer services, public roads, fire and police protection, and schools. The proposal must not place an undue burden upon the subject or surrounding land or property owners and occupants or the natural environment.

(6) *Compatibility with master plan and this chapter.* The proposed development must be compatible with the adopted city master plan and with the spirit and intent of this chapter.

(7) *Economic impact.* The proposed development must not result in an unreasonable negative economic impact upon surrounding properties.

(8) *Compliance with applicable regulations.* The proposed development must be in compliance with all applicable federal, state, county, and local laws and regulations.

(9) *Phasing.* Where a project is proposed for construction in phases, the project must be so designed that each phase, when completed, must be capable of standing on its own in terms of the presence of services, facilities, and open space; and must contain the necessary components to ensure protection of natural resources and the health, safety, and welfare of the users of the planned unit development and the occupants of the surrounding area.

**Sec. 122-578. Expiration of approval.**

(a) Approval of the planned unit development must expire and be of no effect unless construction must have commenced within one year of the date of the approval. An extension for a specified period may be granted by the City Council upon good cause shown, if such request is made to the City Council prior to the expiration period.

(b) In the event an approved planned unit development has expired, the City Council may rezone the property in any reasonable manner following Planning Commission recommendation and a public hearing in accordance with Article III of this chapter. If, at the discretion of the City Council, the property remains classified as a planned unit development, a new application must be required and must be reviewed in light of the prevailing conditions, applicable laws, and ordinance provisions.

**Sec. 122-579. Revision of approved plans.**

(a) *General revisions.* Approved final plans for a planned unit development may be revised in accordance with the procedures set forth in section 122-576. Major revisions would include, but must not be limited to, increases in scope or density of use, land area, or building size; the addition of uses not authorized by the original planned unit development approval; the rearrangement of lots or building tracts; changes in the character or function of drives; or changes in the concept of the development.

(b) *Minor changes.* Notwithstanding subsection (a) of this section, minor changes may be permitted by the Planning Commission following normal site plan review procedures outlined in Article IV of this chapter, subject to its finding of the following:

(1) Such changes will not adversely affect the initial basis for granting approval; and

(2) Such minor changes will comply with all applicable requirements of this chapter and other local, state, and federal laws; and will not adversely affect the overall planned unit development in light of the intent and purpose of such development as set forth in this article.

**Sec. 122-580. Appeals and variances.**

The zoning board of appeals is without jurisdiction to accept appeals or grant variances with respect to an approved planned unit development.

**Secs. 122-581--122-600. Reserved.**

EXHIBIT D: Infrastructure Improvements

Purchaser agrees to construct and install the following road infrastructure, which are to be complete streets including utilities, street trees, sidewalks, street lighting, and on-street parking as specified by City standards:

- A connection street running east and west from Park Street to the extension of River Street as discussed below (hereinafter "Connection Street").
- Extend River Street south from Michigan Avenue to the southern boundary of the site and connecting to Connection Street, as discussed above.

Below is a rough sketch of the location for the infrastructure improvements discussed herein. A more detailed description of these improvements will be incorporated by Purchaser in the plans discussed in Paragraph 9(b) of the Agreement.

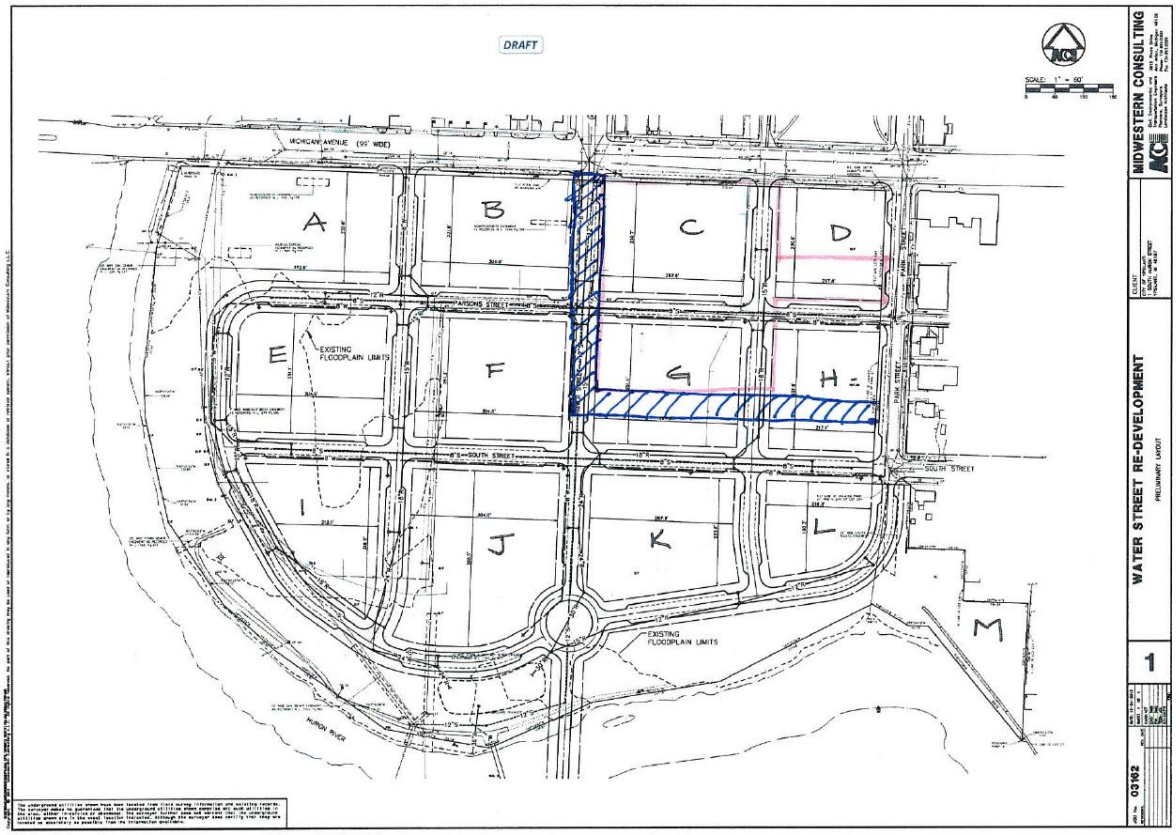


EXHIBIT E: Exclusive Uses Pursuant to Paragraph 10 of the Agreement

City shall impose upon the Overall Property (and the Property) use restrictions required by the terms of the City's agreement with Ninety Nine 90, LLC (the "Family Dollar Agreement") for the property described therein (the "Family Dollar Parcel"). The Family Dollar Exclusive Use Restrictions (as defined below) shall be imposed upon the closing under the Family Dollar Agreement and which shall benefit the Family Dollar Parcel provide that for so long as Family Dollar, its successors or assigns, is open and operating a fully staffed and inventoried variety store, variety discount store, discount department store, dollar store, liquidation or close-out store on the Family Dollar Parcel, no other part of the Overall Property shall be used as any variety store, variety discount store, discount department store, dollar store, liquidation or close-out store, on any store similar to a Family Dollar store in operation or merchandise including, but not limited to, Dollar General, Bonas Dollar, dd's Discounts, Deal$, Only Deals, 99 Cents Only, Dollar Tree, Fred's or Marc's (the "Family Dollar Exclusive Use Restriction"); provided, however, the Family Dollar Exclusive Use Restriction shall not prohibit any portion of the Overall Property from being used as (a) a big box discount department store (the term "big box discount department store" shall not include those stores listed above) which exceeds Thirty Thousand (30,000) square feet (such as a Target, Meijer, Wal-Mart or Kmart), (b) a drug store, (c) a grocery store, (d) a toy store, (e) a hobby store, (f) a sporting goods store, (g) a card and gift store, (h) a hardware store, (i) a home improvement store, (j) an auto supply store, (k) an electronics store, (l) an office supply store, or (m) any other store selling a single category of merchandise, even though the category may be a broad one such as toys or hardware. The Family Dollar Exclusive Use Restriction on the Overall Property (including the Property) shall automatically terminate when Family Dollar, its successors or assigns, fails to operate a fully staffed variety store, variety discount store, discount department store, dollar store, liquidation or close-out store on the Family Dollar Parcel for a period of six (6) consecutive months or more, other than in connection with a renovation or restoration in connection with a casualty. The Family Dollar Exclusive Use Restriction will not terminate in connection with a renovation or restoration so long as Family Dollar is diligently pursuing such renovation or restoration.

City shall impose upon the Overall Property (and the Property) use restriction required by the terms of the City's agreement with Washtenaw County (the "Washtenaw County Agreement") for the property described therein (the "County Recreation Parcel"). The County Recreation Center Exclusive Use Restrictions (as defined below) shall be imposed upon the closing under the Washtenaw County Agreement and which shall benefit the County Recreation Parcel restricts any portion of the Overall Property from being utilized as a public or private fitness or health center, exercise facility, or recreation center for a period of ten (10) years commencing January 1, 2018 (the "County Recreation Center Exclusive Use Restriction"); provided, however, the County Recreation Center Exclusive Use Restriction, shall not apply to fitness facilities that are less than 1,500 square feet in size or are appurtenant to residential communities and limited to the use of residents within that community.

The exact terms and conditions of the Restrictive Covenant Agreement shall be negotiated and finalized by the parties prior to the expiration of the Inspection Period. A remedy for violation or the breach of the restriction shall include a right to proceed at law or in equity to compel compliance with the Restrictions or to prevent their violation or breach.

# AGREEMENT TO PURCHASE REAL ESTATE

**THIS AGREEMENT TO PURCHASE REAL ESTATE** (this "Agreement") is entered into by and between **THE CITY OF YPSILANTI**, A Michigan municipal corporation, the address of which is One South Huron Street, Ypsilanti, Michigan 48197 (the "City"), and **HERMAN & KITTLE PROPERTIES, INC.**, an Indiana corporation, the address of which is 500 E. 96th Street, Suite 300, Indianapolis, IN 46240 ("Purchaser").

## RECITALS

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

B. The Property is part of an overall project known as the Water Street Redevelopment Project ("Water Street Project") located within the real property which is identified on Exhibit B attached hereto ("Overall Property"). The City is requiring that the Water Street Project be developed in accordance with the Center District of the City of Ypsilanti District Regulations and any site plan and PUD rezoning be processed pursuant to the existing Planned Unit Development (PUD) provisions of the City's existing Zoning Ordinance, copies of which are attached hereto as Exhibit C ("Zoning Regulations").

C. Purchaser has proposed to construct on the Property an approximately 80-90 unit multifamily residential rental project with commercial retail space on the ground level fronting Michigan Avenue; a mixture of commercial retail, community and leasing space and residential units fronting River Street; and, in connection therewith, to install, at its sole cost, certain offsite infrastructure improvements as described herein.

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

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

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

2. **Purchase Price**. The purchase price ("Purchase Price") for the Property shall be One Hundred Fifty-Seven Thousand ($157,000) Dollars. At Closing, as defined in Paragraph 11 below, Purchaser shall pay to the City the Purchase Price, subject to closing adjustments and proration as provided in this Agreement.

3. **Public Improvements.** The Purchaser has proposed to construct on the Property the east/west complete street between River Street and South Park Street and the north/south complete street (River Street) between East Michigan Avenue and the east/west street mentioned above. The complete streets shall include up to but not

limited to: water, sewer, gas, electric and cable utilities, street trees, street lights, and on-street parking.

The Purchasers will also pay, at time of closing, fifty percent (50%) of the cost for undergrounding electric utility to the site in an amount not to exceed Three Hundred-Fifty Thousand ($350,000) Dollars.

The Purchaser will also pay, at time of closing, the cost for the erection of a sturdy cyclone fence for the remainder of the parcel as determined by EPA and MSHDA guidelines in an amount not to exceed Thirty-Five Thousand ($35,000) Dollars.

4. **Termination of Prior Purchase Agreement**. On March 10, 2014 parties entered into a purchase agreement for a different parcel of land located on the Water Street Project. This agreement was amended by the parties on September 2, 2014 and February 3, 2015 ("Prior Purchase Agreement"). This Prior Purchase Agreement is hereby expressly terminated by the parties.

5. **Earnest Money Deposit**. As part of the Prior Purchase Agreement, Purchaser has delivered to First American Title Insurance Company, Indianapolis, Indiana (the "Title Company") an amount of Twenty-Three Thousand, Five Hundred ($23,500) Dollars in deposited monies. The parties agree that these deposited monies will serve as the earnest money deposit (the "Deposit") for this Agreement. Within five (5) days from the date of Purchaser's receipt of a fully executed copy of this Agreement (the "Effective Date"), Purchaser shall obtain Title Company's agreement to hold and/or disburse the Deposit as hereinafter provided. The Deposit will be returned to Purchaser at closing. Should this Agreement not close, the Deposit shall otherwise be returned to Purchaser or retained by the City in accordance with the terms of this Agreement.

6. **Title; Survey**. Within fifteen (15) days from the Effective Date, the City shall, at Purchaser's 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 the 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 furnish to Purchaser a copy of the City's most-recent existing survey of the Property ("Survey"). Purchaser shall obtain an updated Survey and provide to the City a copy of such updated Survey within sixty (60) days from the Effective Date.

7. **Objections to Title and Survey**. Purchaser shall have a period of ninety (90) days from the Effective Date to object in writing to the condition of title to the Property. If Purchaser does not provide the City with its title objections within such ninety (90) day period, Purchaser shall be deemed to have waived all objections to the condition of title to the Property. The City shall have thirty (30) days from its receipt of any such written objections to cure such objections, but shall have no obligation to do so. The City shall be deemed to have cured a title objection if the City causes such matter to be removed

from the Commitment as an exception to coverage or the Title Company agrees to insure Purchaser for such matter. If the City does not cure Purchaser's objections as provided above, Purchaser shall have the right to terminate this Agreement by providing written notice to the City within five (5) days from the expiration of the foregoing thirty (30) day period. If Purchaser terminates this Agreement in accordance with this Paragraph 5, Purchaser shall receive a refund of the Deposit and the parties shall have no further rights or obligations under this Agreement, except for Purchaser's indemnity obligations, which shall survive. If Purchaser does not terminate this Agreement within such five (5) day period, Purchaser shall be deemed to have waived its objections to the condition of the title to the Property and the exceptions identified in the Commitment shall be deemed accepted by Purchaser and shall be "Permitted Exceptions" to the condition of title.

**8. Inspection of Property/MSHDA Allocation**.

a. Inspection Period; Access. Purchaser shall have until the earlier of ten (10) days after the date that the Michigan State Housing and Development Authority ("MSHDA") announces the allocation of rental housing tax credits for new housing projects in the State of Michigan (the "Allocation Date") or 150 days after MSHDA board approval (the "Inspection Period") to inspect or cause to be inspected all elements and aspects of the Property, including, but not limited to, the physical and environmental condition of the Property. The City shall provide Purchaser with certain existing information regarding the Property. Such information may be provided on a computer disc. The City does not make any representation or warranty regarding any such information, including, without limitation, any representation or warranty with respect to the completeness or accuracy of any such information. Purchaser, at its cost, shall have the right to inspect additional information regarding the Property which is located within the City's offices and is otherwise available to the public at mutually acceptable times and, if required by the City, with appropriate supervision by City staff. At all times during the term of this Agreement, the City grants to Purchaser, and those persons designated by Purchaser, the right to enter upon the Property in order to inspect the Property and to take soil borings and conduct engineering and environmental tests and studies. Purchaser shall provide to the City, at no cost to the City, copies of all due diligence materials prepared by or on behalf of Purchaser in connection with this transaction promptly following Purchaser's receipt of such due diligence materials, regardless of whether the transaction closes.

b. Restoration; Insurance; Indemnity. Purchaser shall use all reasonable efforts to minimize any damage to the Property and, in any event any portion of the Property is disturbed or altered by virtue of Purchaser's investigations, Purchaser shall promptly, at its sole cost and expense, restore the Property to substantially the same or better condition that existed prior to such disturbance or alteration.

Purchaser shall indemnify, defend and hold harmless the City from and against any and all claims, liabilities, suits, costs, expenses and damages, including reasonable attorneys' fees, arising out of the inspection activities of Purchaser or its agents, employees or contractors, and/or any construction liens filed by any of Purchaser's contractors, subcontractors, or suppliers in connection with any such inspection activities. Prior to entering the Property, Purchaser shall provide the City with evidence of liability insurance in the amount of Two Million ($2,000,000) Dollars, which names the City as an additional insured party and provides coverage for all of Purchaser's activities within the Property, including Purchaser's indemnity obligations, and which insurance coverage cannot be cancelled or the amount of coverage reduced prior to Closing.

c. MSDHA Allocation. The parties' obligation to proceed under this Agreement shall be contingent upon Purchaser receiving an allocation from MSHDA of rental housing tax credits on such terms and conditions as may be required by Purchaser for Purchaser's development of the Property (the "Required Allocation"). After the Effective Date, Purchaser shall prepare and file and thereafter diligently pursue the issuance to Purchaser of the Required Allocation and shall keep City advised as to its progress in that regard. Purchaser shall pay all fees and/or costs required in making application for the Required Allocation and shall otherwise comply with all rules and regulations applicable thereto. Purchaser shall advise City in writing within five (5) days after the Allocation Date as to whether Purchaser has received the Required Allocation. In the event Purchaser is not awarded the Required Allocation, then this Agreement shall automatically terminate. If Purchaser does receive a Required Allocation on the Allocation date, but such allocation is not otherwise acceptable to Purchaser in its sole discretion, the Purchaser shall provide written notice thereof to City within ten (10) days of the Allocation Date, whereupon this Agreement shall terminate and each party shall be released of its obligations hereunder except those which specifically survive such termination. In the absence of the City's receipt of timely written notice from the Purchaser that the allocation awarded to the Purchaser on the Allocation Date is unacceptable, then Purchaser shall be deemed to have received a Required Allocation. If, at any time following the Allocation Date, Purchaser loses the Required Allocation or such Required Allocation is withdrawn by MSHDA then, in that event, Purchaser shall immediately provide written notice of such revocation to City, whereupon this Agreement shall terminate and each of the parties shall thereafter be released of all liabilities or obligations hereunder except those which specifically survive the termination of this Agreement. The application for the Required Allocation shall be based upon the assumption that rents at the project will be calculated at 60% AMI of comparable rents in the Primary Market Area (except for a small percentage of 50% AMI units).

d. Expiration of the Inspection Period. If Purchaser, in its commercially reasonable judgment, determines that the condition of the Property is unsatisfactory, Purchaser may, prior to the expiration of the Inspection Period, elect in writing to

terminate this Agreement, and the parties shall have no further rights or obligations under this Agreement, except for Purchaser's indemnity obligations, which shall survive. If Purchaser does not terminate this Agreement on or before the expiration of the Inspection Period, Purchaser shall increase the Deposit to a sum of Twenty-Seven Thousand ($27,000) Dollars (i.e., an increase of $3,500) and upon such tender, the Deposit, as increased, shall become non-refundable, except under Paragraphs 9(c), 17 and 18 below, and the parties shall proceed to perform their respective obligations in accordance with and subject to the terms and conditions of this Agreement.

**9. Governmental Approvals**.

a. Governmental Approval Period. Assuming Purchaser receives Required Allocation, Purchaser shall have a period of one hundred fifty (150) days (the "Governmental Approval Period") after the Allocation Date to seek and obtain all governmental permits and approvals necessary to commence and complete the development of the Property (collectively, the "Governmental Approvals") upon terms and conditions acceptable to Purchaser in its commercially reasonable discretion. Purchaser shall be responsible, at its sole cost and expense, for the preparation of all applications and related plans and instruments and all applicable filing, submission and permit fees related to the Governmental Approvals. Upon request, Purchaser shall provide to the City periodic updates with respect to the status of the Governmental Approvals.

b. Approval of Plans. Purchaser agrees that the Property shall be developed in accordance with the Zoning Regulations and that all plans for the Purchaser's development shall be prepared in accordance with the Zoning Regulations and all permit applications shall be submitted to the City pursuant to the City's existing PUD provisions of the City's existing Zoning Ordinance. Prior to submitting plans to any governmental authority for approval by any other governmental authority, including but not limited to, Purchaser's grading plans, Purchaser shall first submit such plans to the City for its review and approval. Plans for the Purchaser's project shall provide for the construction of a 80-90 unit multifamily residential rental project with commercial retail space on the ground level fronting Michigan Avenue; a mixture of commercial retail, community and leasing space and residential fronting River Street. At Closing, Purchaser and City shall enter into an agreement confirming the undertaking of the Purchaser to develop the Property in accordance with the plans and to keep the project in compliance with all rules and regulations necessary to maintain the affordability designation thereof pursuant to the MSHDA Guidelines for a period of at least thirty (30) years. Nothing contained in this Agreement shall be deemed to be an approval by the City as to any matter, including but not limited to an approval with respect to the historical designation of any structure or other improvement, and Purchaser shall be required to follow the process for obtaining approvals contained in the applicable City zoning or other ordinances. Purchaser acknowledges that as a condition of the issuance of the approval of the PUD for

the subject Property and the City's obligation to close, Purchaser shall agree to undertake the construction, at its sole cost, of the following ("Purchaser's Construction Obligations"): (i) install infrastructure improvements in the areas outlined in Exhibit D which include constructing River Street (south of Michigan Avenue) up to the southern boundary of this site, including all streets, sidewalks, water and sewer lines all to city standards including street trees and on-street parking; (ii) the building will have minimum setbacks and will have a brick and Hardiplank façade facing Michigan Avenue and River Street and (iii) install and operate interior and exterior security cameras throughout the project per the direction of the police department. Purchaser further agrees that it shall convey upon demand at any time following completion of Purchaser's Construction Obligations, title to all roads, sidewalks, and other infrastructure improvements described on Exhibit D.

c. Expiration of the Governmental Approval Period. If Purchaser does not obtain the Governmental Approvals prior to the expiration of the Governmental Approval Period, Purchaser may elect in writing to terminate this Agreement by providing written notice to the City prior to the expiration of the Governmental Approval Period. If Purchaser elects to terminate this Agreement, this Deposit shall be returned to Purchaser and the parties shall have no further rights or obligations under this Agreement, except for Purchaser's indemnity obligations, which shall survive. If Purchaser does not provide the City with notice of termination on or before the expiration of the Governmental Approval Period, the Deposit shall become non-refundable, except under Paragraphs 17 and 18 below, and the parties shall proceed to perform their respective obligations in accordance with and subject to the terms and conditions of this Agreement.

**10. Restrictive Covenant Agreement**. At Closing, the City and Purchaser shall execute and record a restrictive covenant agreement ("Restrictive Covenant Agreement") that restricts the Property from being utilized for the uses described on the attached Exhibit E [Family Dollar and County Recreation Uses] ("Exclusive Uses"). The Restrictive Covenant Agreement shall provide that the City shall have the right to record additional restrictive covenants against the Property which restrict the Property from being utilized for certain uses for which the City has granted other purchasers of land within the Water Street Project exclusive rights in connection with the initial sale of land by the City to such purchasers, provided that any such restriction shall not restrict the Property from being utilized as provided for in this Agreement. The Restrictive Covenant Agreement shall contain such additional terms and conditions as the parties may agree. Particularly, the City has a policy of prohibiting the use of property it sells for adult foster care facilities or homes, adult drop-in centers, substance abuse treatment facilities, or any adult regulated uses such as adult book stores and adult motion picture theaters.

**11. Closing**. The closing ("Closing") shall be consummated within one hundred eighty (180) days after Allocation Date; provided, however, that Purchaser shall have the option to extend Closing by three (3) thirty (30) day extensions by providing written

notice of such extension to Purchaser at least five (5) days prior to the scheduled Closing and paying to City with each such extension an extension fee of Five Thousand ($5,000) Dollars for each thirty (30) day extension, which shall be retained by City, but applied to the Purchase Price at Closing. The Closing shall take place at a time and location that is mutually agreeable to the parties. If the date for Closing falls on a Saturday, Sunday, or legal holiday, Closing shall occur on the next immediately following business day.

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

a. Payment of Purchase Price. Purchaser shall deliver to the City the Purchase Price, together with the amount identified in Paragraph 13 below, subject to applicable adjustments and prorations as provided for in this Agreement.

b. Covenant Deed. The City shall deliver to Purchaser a fully executed and recordable covenant deed for the Property, conveying to Purchaser fee simple marketable title to the Property, subject only to the Permitted Exceptions, the Restrictive Covenant Agreement identified in Paragraph 10 above and the easements identified in Paragraph 15(b) below.

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

d. Closing Statement. The City and Purchaser shall execute and deliver to each other a Closing Statement showing the amount by which the Purchase Price shall be adjusted as of the Closing date. The City shall pay all real property transfer taxes, all premiums with respect to the owner's title insurance policy, fees to record any instruments necessary to cure Purchaser's title objections and the parties shall pay the fees and charges of their own representatives, agents or contractors. Purchaser shall pay the fees to record the easements identified in Paragraph 15(b) below, the Restrictive Covenant Agreement and all escrow and other fees charged by the Title Company to close this transaction.

e. Title Insurance Policy. The City shall order and pay for a policy of title insurance, without standard exceptions (provided that Purchaser provides the survey required by the Title Company to remove the standard survey exception), with coverage in an amount equal to the Purchase Price, subject only to the Permitted Exceptions, the Restrictive Covenant Agreement identified in Paragraph 10 above and the easements identified in Paragraph 15(b) below. The Purchaser shall be responsible for obtaining any endorsements to such title policy desired by Purchaser, at Purchaser's cost. The City shall deliver to the Title Company an Owners Affidavit and such other documents reasonably required by the Title

Company to enable the Title Company to satisfy its Schedule B-1 requirements and to delete its standard exceptions and to provide a "marked-up" Commitment, dated as of the Closing date. The "marked-up" Commitment shall reflect Purchaser as both fee simple title owner of the Property and the insured under said Commitment.

f. Easements. Purchaser shall execute and deliver to the City all easement agreements required pursuant to Paragraph 15(b) below.

g. Restrictive Covenant Agreement. The City and the Purchaser shall execute and deliver to the other the Restrictive Covenant Agreement identified on Paragraph 10 above.

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

**13. Tax Prorations**. The City shall pay in full on or before Closing any and all real estate taxes which are due as of the Closing date. The City shall also pay in full, on or before Closing, all current installments of special and other assessments which were established and constitute a lien against the Property.

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

**15. Post-Closing Obligations**.

a. Infrastructure; Special Assessment District. Following Closing, the City shall have no obligation to construct any improvements to the Overall Project ("Infrastructure Improvements"). Purchaser acknowledges that the Property may be subject to one or more special assessment districts for the costs of any such Infrastructure improvements, which the City may elect to undertake in the future and Purchaser agrees to fully cooperate with and not object to the creation of any such special assessment district.

b. Dedication or Easements. If any roads, sidewalks and other infrastructure improvements existing or to be constructed by Purchaser within the Property or within the overall Property have not been dedicated and accepted as public improvements, at Closing, City shall retain or the Purchaser shall grant to City such easements for same for the benefit of the public. Upon request by the City, Purchaser shall dedicate the roads and other infrastructure improvements within the Property or otherwise installed by Purchaser as public improvements or shall execute an easement agreement granting to the public the right to utilize the roads within the Property, which agreement shall contain such additional terms which are reasonably acceptable to the parties. In addition, upon request by the City, the Purchaser shall grant an easement for ingress and egress over the driveways established within the Property for the benefit of one or more adjacent parcels. Upon request by the City, Purchaser shall execute an easement agreement granting an easement for ingress and egress to and from such adjacent parcel(s), which agreement shall contain such additional terms which are reasonably acceptable to the parties.

c. Covenant to Construct, Open and Operate.

i. Purchaser shall construct all improvements to and within the Property in accordance with the plans that have been approved by the City. Purchaser's obligation under this Section 15 shall be reaffirmed at Closing by the execution of a supplemental agreement in form and content acceptable to City. Purchaser shall commence construction of such improvements within six (6) months from the Closing date and shall complete such improvements within 24 months of 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.

ii. In the event that Purchaser does not construct its improvements within the Property as provided in Section 15(c)(i), the City shall have the option, after written notice of the default to Purchaser and Purchaser's limited partner and failure by Purchaser and Purchaser's limited partner to correct such default within thirty (30) days of such notice, to re-purchase the Property from Purchaser for a purchase price equal to the Purchase Price. At the closing for any such re-purchase of the Property by City, Purchaser shall be responsible for the payment of all transfer taxes payable in connection with such transaction and the title insurance premium for a title insurance policy issued by the Title Company, subject only to the Permitted Exceptions and any other matters that have been approved by City prior to such closing.

d. Demolition Activities. Purchaser acknowledges and agrees that City does not have any obligation to demolish existing improvements and/or structures within the Property and that any such demolition activities are Purchaser's sole obligation. The City shall have the right, but not the obligation, to utilize any structures within the Property that are intended to be demolished by Purchaser in connection with training activities for the City of Ypsilanti Fire Department. Purchaser shall notify the City prior to demolishing any existing structures within the Property.

16. **Real Estate Commission.** City and Purchaser each represent and warrant to the other that they have not used the services of any brokers in connection with this transaction. Each party agrees to indemnify and hold harmless the other party from and against any claim that a commission or fee is due to any broker who dealt with the party from whom indemnification is sought.

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

18. **Default.** In the event that Purchaser defaults in its obligations under this Agreement, in addition to all other remedies available at law, in equity or under this Agreement, the City shall be entitled to retain the Deposit paid by Purchaser. In the event that the City defaults in its obligations under this Agreement, Purchaser may, as its sole remedy, at its option: (a) receive the refund of the Deposit; or (b) specifically enforce the terms and conditions of this Agreement, provided that Purchaser has fully performed all of its obligations under this Agreement. Purchaser shall not have the right to seek monetary damages from the City.

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

    a. Due Organization. Purchaser is a corporation duly organized under the laws of the State of Indiana and has the power to enter into this Agreement and purchase the property.

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

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

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

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

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

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

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

IF TO THE CITY: City of Ypsilanti
One South Huron Street
Ypsilanti, Michigan 48197
Attn: Beth Ernat
Fax No: 734-483-7260

WITH A COPY TO: John M. Barr

Barr, Anhut & Associate, P.C.
105 Pearl Street
Ypsilanti, MI 48197
Fax No: 734-483-3871

IF TO PURCHASER: Herman & Kittle Properties, Inc.
500 East 96th Street, Suite 300
Indianapolis, IN 46240
Attn: Jeff Kittle
Fax No: 317-663-6800

WITH A COPY TO: Herman & Kittle Properties, Inc.
500 East 96th Street, Suite 300
Indianapolis, IN 46240
Attn: David Thompson, Esq.
Fax No: 317-663-6815

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

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

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

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

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

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

30. **Successors and Assigns.** Purchaser may assign this Agreement to an entity owned or controlled by Purchaser or under common control with Purchaser, provided however, such assignment shall not release Purchaser from any obligations and/or liability hereunder and no such assignment shall be effective unless and until Purchaser provided to City written notice of such assignment, a copy of same and the assignee expressly assumes all obligations hereunder. Other than to an entity owned and controlled by Purchaser or under common control with Purchaser, Purchaser shall not assign this Agreement without the City's prior written consent. This Agreement shall be binding upon, and its benefits shall inure to, the parties hereto and their respective heirs, personal representatives, successors and assigns. A to-be-formed limited liability company under common control with Purchaser shall be the general partner (the "General Partner") of the limited partnership which shall own the Property. The General Partner shall not transfer its general partner interest for at least fifteen (15) years after Closing, unless the limited partner of the limited partnership owner removes the General Partner and replaces it with a general partner selected by such limited partner.

31. **Facsimile Signatures; Counterparts**. A Facsimile of an original signature to this Agreement shall be deemed an original signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

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

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

| | |
|---|---|
| "PURCHASER"<br>Herman & Kittle Properties, Inc.,<br>an Indiana Corporation | "THE CITY"<br>City of Ypsilanti,<br>a Michigan municipal corporation |
| _____ | _____ |
| By: Michael Rodriguez<br>Its: Development Director | By:<br>Its: |

Dated: _____

Dated: _____

AND

_____
By:
Its:

Dated: _____
("Effective Date")

Resolution No. 2016-098
May 10, 2016

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

That the following items be approved:

1. Resolution No. 2016-099, approving the minutes of April 19 and May 3, 2016.
2. Resolution No. 2016-100, approving Traffic Control Order for AAATA bus parking
3. Resolution No. 2016-101, approving appointments to Boards and Commissions.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Resolution No. 2016 – 099
May 10, 2016

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

THAT the minutes of April 19, and May 3, 2016 be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

***DRAFT***

**CITY OF YPSILANTI**
**COUNCIL MEETING MINUTES**
**CITY COUNCIL CHAMBERS, 1 S. HURON**
**YPSILANTI, MI 48197**
**TUESDAY, APRIL 19, 2016**
**6:00 P.M.**

## I. CALL TO ORDER –

The meeting was called to order at 6:10 p.m.

## II. ROLL CALL –

| | | | |
|---|---|---|---|
| Council Member Anne Brown | Present | Council Member Robb | Present |
| Council Member Nicole Brown | Present | Council Member Vogt | Present |
| Council Member Murdock | Present | Mayor Edmonds | Present |
| Mayor Pro-Tem Richardson | Present | | |

## III. INVOCATION –

Mayor Edmonds asked all to stand for a moment of silence.

## IV. PLEDGE OF ALLEGIANCE –

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

## V. AGENDA APPROVAL –

**Mayor Pro-Tem Richardson moved, seconded by Council Member Vogt to approve the agenda as submitted.**

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

## VI. CLOSED SESSION – (6:00-7:00 p.m.)

Closed Session to discuss pending litigation - (*OMA 15.268(e)*

**Council Member Vogt moved, seconded by Council Member Anne Brown, to adjourn to closed session.**

On a roll call, the vote to adjourn the meeting to Closed Session was as follows:

| | | | |
|---|---|---|---|
| Council Member N. Brown | Yes | Council Member Robb | Yes |
| Council Member Murdock | Yes | Mayor Edmonds | Yes |
| Mayor Pro-Tem Richardson | Yes | Council Member Vogt | Yes |
| Council Member A. Brown | Yes | | |

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

The meeting adjourned to Closed Session at 6:13 p.m.

The meeting reconvened at 7:17 p.m.

## VII. INTRODUCTIONS –

None

## VIII. PRESENTATIONS –

- RTA Presentation – Update on Michigan Avenue Corridor Rail Option

Travis Gonyou and Jeremy Windsor, Regional Transit Authority (RTA), provided a presentation. **(See Attached)**

Mayor Edmonds asked what the estimated fare would be for rail travel. Mr. Windsor responded there has not been an analysis for cost per fare and most rail systems have a zone based fare, meaning the longer the trip the higher the cost. Mr. Windsor said if people are relying on the rail for everyday commute the goal is a reasonable monthly ask.

Council Member Murdock asked if RTA is going to operate the train. Mr. Windsor responded in the affirmative. Mr. Murdock stated Amtrak was originally supposed to operate the train. Mr. Windsor responded RTA would be responsible but might contract with an outside agency to staff the rail system. Mr. Murdock asked if funding would be provided for a station platform in Ypsilanti. Mr. Windsor replied investing in rail stations has been examined. Mr. Windsor added RTA has determined cost but has not finalized funding. Travis Gonyou stated the RTA is also working on a 10 to 20 year Master Plan vision of transit across a four county region and can further address infrastructure.

City Manager Lange stated the RTA system would be completed after the Wolverine Train Stop in Depot Town. Mr. Lange added what the City accomplishes will complement RTA's is plan. Mr. Gonyou added he wants to continue the conversation with local governments in order to provide regional transit in Southeastern Michigan.

Mayor Edmonds stated there are many buses traveling on Washtenaw and asked if a dedicated bus lane would be a better solution. Mr. Windsor responded dedicated bus lanes were examined but there were right-of-way constraints and greater costs but there are other strategies being developed to speed up bus travel.

Mayor Edmonds stated a public transit to the airport is important to economic development and asked how one can be developed. Mr. Gonyou stated he will be able to respond to that question on May 31st through the Master Planning process and he understands the airport is a huge economic development driving force. Mr. Gonyou stated the RTA wants as much public input as possible and asked Council if they know of any community associations interested to forward their information to the RTA.

- AAATA Service Lines

Deborah Freer, AAATA Community Outreach Coordinator, provided a presentation on no bus lines. **(See Attached)**

Council Member Anne Brown asked if a covered shelter will be placed at the Ridge Road stop. Ms. Freer responded she is not certain, but a two year plan has been developed for improving bus stops. Ms. Freer explained there are benchmarks to decide which stops need improvements and bus stops picked for improvements have 50 or more boarding per day. Mayor Edmonds asked if vulnerability of users, such as at a senior center is considered for bus stop improvements. Ms. Freer responded population vulnerability is considered, but boarding amounts is still the deciding factor.

Mayor Pro-Tem Richardson asked what the frequency of routes 43, 44, and 45 is. Ms. Freer responded buses will arrive every 30 minutes and weekends and evenings will run every 60 minutes.

Mayor Edmonds stated the bus stop on Leforge and Huron River Drive is a safety issue and asked if the platform is going to be moved. Ms. Freer responded she believes the platform has been moved.

Mayor Edmonds asked if bus routes would be changed given the reconfiguration of Ypsilanti Community Schools. Ms. Freer replied then the AAATA will definitely examine how best to service the different scenarios.

Larry Krieg, AAATA Board Member, stated he and Jillian Gainsley represent the eastern part of Washtenaw County on the board and he is very excited about the additional services. Mr. Krieg assured there is interest in making improvements to the service including a route to the airport. Mr. Krieg stated AAATA does a disservice to people living on the eastern side of the County by the amount of time it takes to get to the job centers in Ann Arbor. Mr. Krieg said he has been thinking beyond the five year plan to decrease the travel time to those centers.

Mayor Edmonds asked when the last time the AAATA examined the possibility of a dedicated bus lane. Mr. Krieg responded the right-of-way is a constraint on certain sections of Washtenaw which makes increasing the capacity of Washtenaw a problem.

Council Member Murdock asked what improvements are going to be made to the Pearl St. Transit Station. Mr. Krieg responded there have been structural improvements but discussions about relocating have been delayed other improvements.

Economic Development Director Beth Ernat stated a proposal will be brought to the next meeting for AAATA to buy out a couple of spaces on North Washington which will help to increase capacity at the Ypsilanti Transit Station.

Council Member Anne Brown asked if the businesses operating near those spots have been spoken to. Ms. Ernat responded staff will address those concerns.

Mr. Lange said Mr. Krieg has been a big supporter of the rail and a huge help to the City. Mr. Lange said at the last RTA meeting in Dearborn Eli Cooper said if the Wolverine Line does not receive a tremendous amount of ridership there is a possibility of a shuttle between Ypsilanti and Ann Arbor.

## IX. AUDIENCE PARTICIPATION –

1. Ronald Wilson stated the negative health effects of smoking are well documented. He stated the bus depot and the EMU College of Business have numerous individuals standing outside and smoking. He asked that City Council enforce the ordinance and protect the citizens of Ypsilanti.

2. Scott Fisher, 512 Madison, stated a child who lives across the street from him was attacked by a pit bull. He said the son of the owner of the pit bull then pointed a rifle at him. He said the police informed him the serial numbers had been filed off of the weapon but did not have a gage to fire the weapon. He said the individual also allowed another pit bull out of the home to attack the father of the child who fired a gun at the dog. He said because of this he and others involved in the incident feel threatened in the neighborhood.

   Council Member Anne Brown asked how many dogs were involved. Mr. Fisher responded two. He added the fact one of the dogs was released to attack the child's father was not in the police report. He said the dog was allowed to be taken away by the owner and he is uncertain if the dog was taken to the pound. He said the dog owners have been told several times to control their animals and if the police aren't going to find a solution someone else will.

Mayor Edmonds asked Mr. Fisher's address. Mr. Fisher responded 512 Madison.

3. Terrence Tubbs, 515 Madison, stated he and Tanesha Williams have a complaint against the Police Department because of how his family was treated.

   Tanesha Williams stated her child was severely bitten and circulated photos of the wounds.

   Mr. Tubbs stated when the police arrived at the scene they treated him very poorly. He said the police do not treat different races the same.

   Ms. Williams stated she called the police and were not treated like victims and the police report does not have their version of the story. She said no one came to the hospital to ask her for information and the police report is based on her neighbor's point-of-view which is incorrect.

   Mr. Tubbs said the dog that bit his son was put in the backyard and the owner showed no remorse. He said the teenage son of the dog's owner allowed the second pit bull to attack him. He said he fired a shot at the dog striking the animal in the shoulder. He said he has a CCW and fired at the animal to protect himself. He said the police officer took the weapon for evidence, but the dog was allowed to return to the owner's house. He said he has never witnessed a an owner allowed to keep a dog after it attacked someone. He said the teenage son had a rifle and another type of gun with the serial number field off. He said the police forcefully placed him in the back of the police car as well as the teenage son, however, the teenage son was released. He said the report does not include that a gun was pointed at him.

   Council Member Anne Brown asked if Mr. Tubbs was given a copy of the report. Mr. Tubbs responded in the affirmative. Ms. Anne Brown asked if Mr. Tubbs filled out a police report. Ms. Williams responded no. She said her child is scared to return home because of the dogs. She stated she is uncertain where the dog is now and said the dog did not have up-to-date shots or papers. She said the dog is going to be quarantined for the next ten days but they do not know what will happen after that.

   Mr. Tubbs stated it is unknown if the dog has rabies but if it does his son will need to go through a series of shots.

   Council Member Anne Brown asked if Mr. Tubbs or Ms. Williams have filled out a police complaint form. Mr. Tubbs responded he went to the police department to fill out a police report and when he did the police told him he needed to wait for the Lieutenant. He said he was given a complaint form today which he will fill out and return.

   Council Member Nicole Brown asked if when he denied a compliant form. Mr. Tubbs responded in the affirmative. Ms. Nicole Brown responded that is not how the complaint process is supposed to operate.

   Mayor Pro-Tem Richardson stated she heard three dogs were involved. Mr. Fisher responded the incident only involved two dogs. Ms. Richardson stated she had spoken with someone who claimed a third dog was present. Mr. Tubbs responded he has never seen a third dog.

   Council Member Nicole Brown asked if the dog Mr. Tubbs shot at is still at the owner's home. Mr. Tubbs responded in the affirmative. Ms. Williams stated the

owner was allowed to keep that dog even after it tried to attack Mr. Tubbs. Ms. Williams stated the police did not want to hear their story and spoke to her as if she was "trash". She said the Police before searching her home stated they were going to "tear this f------ house apart". She said she told the officer she was not aware of where Mr. Tubbs put the weapon.

Mr. Fisher stated when the officers had Mr. Tubbs on the ground he was holding an infant and the officer grabbed and twisted his arm.

Mr. Tubbs stated their neighbor was tending the wounds of their child and the police cared more about the weapon fired at the dog.

Council Member Anne Brown asked if they called the police first. Ms. Williams said she called the police because her child's legs were injured. Mayor Edmonds stated Ms. Williams called 911. Ms. Williams responded in the affirmative because she was trying to get help for her son. Mayor Edmonds asked who responded. Mr. Fisher responded the fire department. He added the fire department witnessed the neighbor pointing a gun at him and informed the police. Mayor Edmonds asked if an ambulance ever arrived. Ms. Williams responded eventually and said a neighbor bandaged her. Mr. Tubbs added the police report said the paramedics were bandaging his son which his false. Mayor Edmonds stated she is very sorry this happened and thankful they provided their side to Council and Council will examine this very carefully.

Mayor Pro-Tem Richardson stated she is deeply sorry they had this experience with an Ypsilanti Police Officer. She sated she instructed the City Manager that the dogs at the residence should be collected by animal control and asked if that had happened. She said the dogs have not had their shots and are prone to attacks and the City Ordinance requires dogs have their shots. She stated before this individuals return home the City Manager needs to contact the Police Chief and have those dogs removed.

Council Member Nicole Brown asked where the dog was taken if not by the police. Mr. Lange responded the Police insisted the owner take the dog himself because they did not want to be bit themselves. Mr. Lange added the police followed the individual to ensure the dog was taken. Mayor Pro-Tem Richardson stated the dog should not have been returned to the owner to take anywhere and said animal control should have been called.

Council Member Nicole Brown stated if the Mayor Pro-Tem called the City Manager this morning about the two dogs he should know where the dog is. Mr. Lange responded the dog should be in the shelter. Ms. Nicole Brown responded the City Manager should know for certain where the dog is.

Mayor Edmonds stated the status of the second dog is still unknown. Mr. Fisher said he was just at home and saw the neighbor put the dog in the car and the police department did not follow him to the shelter.

Council Member Anne Brown asked Mr. Tubbs to file a police report.

Mayor Edmonds asked if Mr. Tubbs and Mr. Williams had a complaint form. Ms. Williams responded she had a citizen complaint form.

Mr. Tubbs asked if Council had ever witnessed a person caught in possession of a firearm with the serial number filed off allowed to leave police custody. Mr.

Fisher added the person also pointed the weapon at people. Mayor Pro-Tem Richardson responded no.

Mr. Tubbs stated the officer informed him the person who pointed a gun at him would be arrested because he was on parole but later he was told he was released him because he had been discharged from parole.

Mayor Edmonds stated there are a lot of things unaccounted that Council will be investigating. She urged all who spoke to fill out a complaint form to document the experience in detail.

Council Member Anne Brown stated it was indicated that a man came out with what looked like a shotgun. Mr. Fisher responded it was a rifle. Ms. Anne Brown stated there was also a second gun. Mr. Fisher responded in the affirmative and said he told the officers that a gun was pointed at him and when the officer returned he had a BB gun. He said a firefighter said he saw a rifle. Mr. Tubbs stated he assumed the individual thought the dog was shot with a BB gun because he went inside to get a real gun and he would have shot him if there were not children present. Mr. Fisher said he was behind Mr. Tubbs and the dog was released as Mr. Tubbs had his back to the door and when he heard the dog coming he turned around and fired.

Mayor Pro-Tem Richardson asked why there are whited out sections of the report. She said the report reads "while I detained the blank…" Council Member Robb responded the individual could be a minor. Mayor Pro-Tem Richardson stated the individual's name is in the report. She asked what the officer was calling the individual that needed to be blanked out.

Mayor Edmonds asked that Mr. Tubbs leave his contact information.

Ms. Williams stated she does not feel safe in her home and was surprised by how the matter was handled by the police. Mayor Pro-Tem Richardson asked what can be done so they can feel safe returning to their home. City Attorney Barr stated he can contact the police tonight but not a lot can be done until the morning.

Mayor Edmonds stated the report she read stated the rifle was confiscated by the police. Ms. Williams responded there could be more guns in that house and her child is traumatized and does not want to be around anymore dogs.

Mr. Fisher stated these dogs have been allowed to roam freely through the neighborhood. Ms. Williams added the Humane Society has documentation of that fact. Mr. Fisher stated two days before the child was bitten the dog warden showed up to the neighbor's house but the dogs were locked inside.

Council Member Vogt stated he is very distressed to see this happened to anyone let alone a small child. He said Council will make sure a full appropriate investigation and if something was done illegally with a gun there is nothing stopping action from being taken tomorrow. He said there are several avenues to take police, dog warden, and speaking with an attorney about possibly filing a restraining order.

Mayor Edmonds suggested calling Southeastern Michigan Legal Services. Ms. Williams responded she has been speaking with someone.

Mayor Pro-Tem Richardson stated she would like Council to consider passing an ordinance banning pit bulls in the City. Ms. Richardson said she has witnessed a person needing to protect a child from a pit bull. Council Member Robb replied he believes the State of Michigan past legislation forbidding any ordinance banning a specific dog bread. Ms. Richardson replied she is ready to take on the state when there are children in the City being mauled.

4. Odeena Brown, 512 Madison, stated she cared for the child's that was bitten and took pictures of his wounds. Ms. Brown said she witnessed the interaction between Mr. Tubbs and the neighbor and has never seen anything like this. Ms. Brown said she feels there was an injustice committed against the child and his family and she had an issue the police never called animal control. Ms. Brown said after the child was taken to the hospital she and others were taunted by the neighbors with the remaining dog and again the police needed to be called. Ms. Brown said while on the phone with the police Mr. Fisher informed the dog owner if the dog enters there yard he would kill the dog. Ms. Brown said she took pictures of the person while he was taunting them. Ms. Brown said when the police returned they only told the individual to take the dog in the house. Ms. Brown said the dog is being trained to be a weapon.

5. Lee Tooson, 107 Middle, stated these people are here requesting the assistance of Council and he wants to make sure the police report reads Mr. Fisher and Mr. Tubbs were assaulted with a gun. Mr. Tooson said he understands this situation was not handled correctly but he hopes to have the chance to explain how it should have happened. Mr. Tooson thanked Council Member Nicole Brown and the rest of Council for having the "no parking" signs on Washington removed. Mr. Tooson said he has always been an advocate for the police but he does not see the benefit of an officer going to the FBI Academy. Mr. Tooson stated that money would be better served to hire additional officers. Mr. Tooson said this will only assist in an officer leaving the City for a new position. Mr. Tooson said the garage at 954 Monroe is very close to falling over and would have already been torn down if it were in another section of the City.

   Mayor Pro-Tem Richardson stated 954 Monroe has been vacant for a number of years. Ms. Richardson added she is concerned when six police officers leave the department at once and shocked to learn a command officer wants to attend the FBI Academy for ten weeks while the Department is already down officers. Ms. Richardson said funds are being spent on training while she is told the Department doesn't have enough funds for community policing. Ms. Richardson said community policing was effective and would have been more apt with race relations. Ms. Richardson said she spoke with the City Manager to tell him the City cannot afford to pay for the FBI Academy and added the officer is currently searching for employment as a Chief.

   Council Member Nicole Brown stated one of the things the Joint Task Force has been discussing is increased training for officers. Ms. Nicole Brown stated it does not make sense to spend that money on one officer when the goal is to train all officers on how better to interact with the community. Ms. Nicole Brown added Council is told there is not enough funding available to provide officers with more training and now the City is being asked to spend money on training for one officer.

6. Elda Brown Tooson, 107 Middle Dr., asked if Council is aware of who was responsible for the "no parking" signs on Washington.

Mr. Lange responded the Department of Public Works physically puts up the signs and when Council directed the signs to be removed it was done immediately. Ms. Tooson stated the citizens want to know if signs will be put up throughout the City without the knowledge of City Council or the City Manager. Ms. Tooson said when the signs were brought to the attention of City no one was aware. Mayor Pro-Tem Richardson stated she was never provided an answer to who was responsible. Mr. Lange said police officer claimed there were faded signs and he was unable to write tickets because those signs were faded. Mr. Lange stated the officer informed the Department of Public Services who replaced the signs. Mr. Lange said he has been unable to produce a traffic control order authorizing the signs so they were immediately removed. Ms. Tooson stated when Google Earth was examined no signs were present and to the recollection of the community the signs were never there. Ms. Tooson said the public is led to believe that the signs were placed on Washington as a result of an untruth. Council Member Nicole Brown stated on April 4th, the night before the Council meeting, the City Manager said he was the one who signed the order at a meeting. Mr. Lange responded he said he did not sign the order at that meeting which is why he was surprised because it required his authorization. Ms. Tooson said it is obvious that something happened in Ypsilanti that shouldn't have happened without the proper approval. Ms. Tooson said she was ashamed this happened on Washington St. was not done in a proper manner.

7. Darius Simpson, 900 Oakwood, stated Ms. Tooson is calling for accountability and asked if tickets were written as a result of the signs on Washington. He asked why an officer is allowed to request signs which ultimately punished citizens. He suggested Mr. Tubbs, Mr. Fisher, and Ms. Williams when the police are unable to help they should go to the community for a resolution. He said Chief DeGiusti says there is not funding for training and it is strange that funding is available to send an officer to the FBI Academy.

   Council Member Nicole Brown stated the tickets were already refunded.

8. D'Real Graham, 3018 Roundtree Blvd, gave condolences to the family affected by the dog bite and the community is here to support them. He asked for the status of the passage of a resolution replacing Columbus Day with Indigenous Peoples Day.

## X. **REMARKS BY THE MAYOR** –

— Stated Human Relations Commission is currently reviewing the Indigenous Peoples Day resolution and has made little progress. She said Council is in support of the resolution but have not had a report from the Commission

—

Council Member Murdock stated he believes the Indigenous Peoples Day Resolution was on the last agenda but he is uncertain if it was approved.

Human Relations Commissioner Symanns stated the Commission is working on that resolution and it will be on the April 25th agenda. Ms. Symanns stated the Commission is reviewing two draft resolutions for final approval.

Council Member Anne Brown stated Ms. Williams and Mr. Tubbs have been asked to submit a formal complaint and to file a police report regarding that incident. Ms. Anne Brown requested a written and verbal report from the City Manager regarding this issue.

Council Member Robb asked City Attorney Barr what the definition of "brandishing" is and if this incident would constitute brandishing. Mr. Barr responded in regard to this incident, there are a number of factors, one being the ability of the police to arrest someone for a crime committed while they were not present. Mr. Barr said whether there was a crime and whether that crime was a misdemeanor, or a felony is the question. Mr. Barr stated "brandishing" is using an object to intimidate another person. Mr. Barr stated from the police report the individual had an inoperable gun and if used to intimidate would meet the legal definition of brandishing. Mr. Barr said cases like this are fact driven and there are questions regarding this incident that need to be resolved.

Commissioner Anne Brown asked if the individual was on parole shouldn't he have been taken into custody. Mr. Barr responded that is a fact question, and someone said the individual's parole had expired.

Council Member Murdock stated the Police Chief informed Council that all of the Ypsilanti Police Officers were wearing body cameras so there should be recordings of the incident. Council Member Robb added Council needs to understand what the officer was doing and saying when "tearing the house apart".

Mayor Pro-Tem Richardson stated whenever dealing with the police always ask for the officers name, their badge number, or some type of identification.

**XI. <u>PUBLIC HEARING</u>** –

Resolution accepting the offer to purchase city-owned land located at 311 S. Grove Street.

A. Resolution No. 2016-078, approving sell of property located at 311 S. Grove

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

**WHEREAS, a certain parcel of land is located in the City of Ypsilanti, commonly known as "the Maus Parcel," without a parcel number, and legally described as:**

> **"Said Parcel being a part of Factory Street Right-of-Way (Now to be known as Spring Street) of Hunter's Addition to the City of Ypsilanti Subdivision as recorded in Liber 5, of deeds, pages 166 and 167, Washtenaw County Records, State of Michigan being more particularly described as Beginning at the intersection of the south line of Spring Street and the East Line of Grove Street for a Place of Beginning; Thence proceeding Northwesterly 20.50 feet to the New Right-of-Way Line of Spring Street 94 feet wide. Thence Northwesterly along said Right-of-Way 96.60 feet to a point; thence Southeasterly 46.38 feet to a point; thence West 100 feet to the Place of Beginning. Contains 3,287.15 Square feet."**

**WHEREAS, the City is the owner of said land; and**

**WHEREAS, there are no structures or improvements located on said parcel; and**

**WHEREAS, Ayad Jacksi, a married man, owns a parcel of land that lies adjacent to said "Maus Parcel"; and**

**WHEREAS, Mr Jacksi has delivered an Offer to Purchase the "Maus Parcel" from the City for $2500 and have deposited $500 of this amount with the City Planner; and**

**WHEREAS, the City is interested in conveying whatever interest it may have in the "Maus Parcel" in order that it be privately owned and taxable.**

**NOW THEREFORE BE IT RESOLVED that the Mayor and City Clerk are authorized to execute and accept the attached Offer to Purchase Real Estate; and**

**BE IT FURTHER RESOLVED that the City Manager and City Attorney are authorized to complete the sale with Mr Jacksi and the City Manager is authorized to sign any and all documents to close and complete the transaction.**

OFFERED BY: Council Member Nicole Brown
SECONDED BY: Council Member Anne Brown

City Planner Bonnie Wessler stated this is the culmination of many years of effort by Mr. Jacksi, the manager and proprietor of Complete Auto. Ms. Wessler said in 2012 the process of rezoning began so he would be able to use the property for auto sales as well as major auto repair. Ms. Wessler said it has been a very slow process finding a way to split this right-of-way parcel, how to survey it, and how to sell it. Ms. Wessler said it is a very small piece of land and plans have been made for the adjacent former right-of-way continuing the current right-of-way to the east. Ms. Wessler explained Mr. Jacksi does plan to use this land for his business.

Mayor Edmonds stated she attended a Planning Commission Meeting years ago in which half of the people in attendance were giving support to Mr. Jacksi and the service he provides. Ms. Wessler stated to this date Mr. Jacksi owns the only auto repair that she hears people speak highly of and willing to come to a public meeting to support him. Ms. Edmonds stated she will be strongly supporting this because of the degree of the public support.

B. Open public hearing

None

C. Resolution NO. 2016-079, close public hearing.

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

**THAT the public hearing to accept an offer to purchase city owned land (311 S. Grove), be officially closed.**

OFFERED BY: Council Member Nicole Brown
SECONDED BY: Council Member Anne Brown

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

Council Member Robb stated this purchase was based off of the purchaser doing something with the property which has not happened since 2012. Mr. Robb said if Council does not approve this resolution Mr. Jacksi will need to reapply to the Planning Commission and asked what the City's safeguard is to ensure something is done with the property. Mr. Robb said at one point former Planner Teresa Gilotti

suggested Council not approve this. He asked what guarantees the City that something will be done with the property. Mayor Edmonds responded what is the consequence if nothing happens with the property. Mr. Robb stated he is always looking to safeguard the City and this does not provide asafegaurd. Ms. Wessler responded no more so than any other private property sale. Mr. Robb agreed and said the sale of this property is to facilitate an action. Ms. Edmonds stated one of the top goals developed by Council was to sell City owned property. Mr. Robb responded Council is also supposed to do things in an efficiently and properly.

On a roll call, the vote to approve Resolution No. 2016-079 was as follows:

| | | | |
|---|---|---|---|
| Council Member N. Brown | Yes | Council Member Robb | Yes |
| Council Member Murdock | Yes | Mayor Edmonds | Yes |
| Mayor Pro-Tem Richardson | Absent | Council Member Vogt | Yes |
| Council Member A. Brown | Yes | | |

VOTE:

YES: 6 NO: 0 ABSENT: 1 (Richardson) VOTE: Carried

**XII. <u>CONSENT AGENDA</u>** - Resolution No. 2016-080

1. Resolution No. 2016-081, approving Ordinance No. 1262 (940-0) to provide for the issuance and sale of water supply and sewage disposal system revenue refunding bonds.

   **THAT AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM REVENUE REFUNDING BONDS TO PAY THE COST OF REFUNDING CERTAIN OUTSTANDING WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM REVENUE BONDS AND TO PRESCRIBE THE FORM OF THE BONDS; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE REFUNDING BONDS AND CERTAIN OUTSTANDING BONDS OF EQUAL STANDING OF THE SYSTEM; TO PROVIDE AN ADEQUATE RESERVE FUND FOR THE BONDS; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF THE REVENUES; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE BONDS IN ENFORCEMENT THEREOF; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE BONDS AND THE SYSTEM be approved on Second and Final Reading.**

2. Resolution No. 2016-082, approving Ordinance No. 1263 to amend the Ypsilanti City Code, Chapter 10, "Amusements and Entertainments" to remove those provisions relating to licensing.

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

   **That an ordinance entitled "AN ORDINANCE TO AMEND YPSILANTI CITY CODE CHAPTER 10 "AMUSEMENTS AND ENTERTAINMENTS" TO REMOVE THOSE PROVISIONS RELATING TO LICENSING" be approved on Second and Final Reading.**

3. Resolution No. 2016-083, approving Ordinance No. 1264 to amend Ypsilanti City Code, Chapter 14 "Animals" to remove those provisions which are no longer enforced due to the lack of a city Animal Control Officer.

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

**That an ordinance entitled "AN ORDINANCE TO AMEND YPSILANTI CITY CODE CHAPTER 14 "ANIMALS" TO REMOVE THOSE PROVISIONS WHICH ARE NO LONGER ENFORCED DUE TO THE LACK OF A CITY ANIMAL CONTROL OFFICER" be approved on Second and Final Reading.**

4. Resolution No. 2016-084, approving Ordinance No. 1265 to amend Ypsilanti City Code, Chapter 1 "General Provisions", Section 1-14, "Enforcement Authority for Code" to remove the inclusion of an Animal Control Officer.

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

   **That an ordinance entitled "AN ORDINANCE TO AMEND YPSILANTI CITY CODE CHAPTER 1 "GENERAL PROVISIONS", SECTION 1-14 "ENFORCEMENT AUTHORITY FOR CODE" TO REMOVE THE INCLUSION OF AN ANIMAL CONTROL OFFICER" be approved on Second and Final Reading.**

5. Resolution No. 2016-085, approving Ordinance No. 1266 to amend Ypsilanti City Code, Chapter 70, "Municipal Civil Infractions", Article I, "In General", Section 70-2, "Authorized City Official" to remove the inclusion of an Animal Control Officer.

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

   **That an ordinance entitled "AN ORDINANCE TO AMEND YPSILANTI CITY CODE CHAPTER 70 "MUNICIPAL CIVIL INFRACTIONS", ARTICLE I "IN GENERAL", SECTION 70-2 "AUTHORIZED CITY OFFICIAL" TO REMOVE THE INCLUSION OF AN ANIMAL CONTROL OFFICER " be approved on Second and Final Reading.**

6. Resolution No. 2016-086, approving Ordinance No. 1268 to amend Ypsilanti City Code, Chapter 38, "Emergency Services", Article II, "Alarm Systems", Section 38-40, "False Alarms Charges" to simplify language in light of the fee schedule adopted by City Council.

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

   **That an ordinance entitled " AN ORDINANCE TO AMEND YPSILANTI CITY CODE CHAPTER 38 "EMERGENCY SERVICES," ARTICLE II "ALARM SYSTEMS," SECTION 38-40 "FALSE ALARMS CHARGES" TO SIMPLIFY LANGUAGE IN LIGHT OF THE FEE SCHEDULE ADOPTED BY CITY COUNCIL" be approved on Second and Final Reading.**

7. Resolution No. 2016-087, approving Ordinance No. 1269 to amend Ypsilanti City Code, Chapter 86, "Solid Waste", Article II, "Collection and Disposal", Division 1 "Generally", Sections 86-33 and 86-34 to correct references and make language consistent with other provisions in the code.

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

   **That an ordinance entitled "An ordinance to amend Ypsilanti City Code Chapter 86 "Solid Waste", Article II "Collection And Disposal", Division 1 "Generally", Sections 86-33 and 86-34 to correct references and**

**make language consistent with other provisions in the code" be approved on Second and Final Reading.**

8. Resolution No. 2016-088, approving minutes of April 5, 2016.

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

**THAT the minutes of April 5, 2016 be approved.**

9. Resolution No. 2016-089, approving appointments to Boards and Commissions.

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

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

| NAME | BOARD | TERM EXPIRATION |
|---|---|---|
| **Briana Mason (reappointment)**<br>**1000 Huron St.**<br>**Ypsilanti, MI 48197** | **Planning Commission** | **5/1/2019** |
| **Vince Chmieleweski (reappointment)**<br>**2348 Draper Ave.**<br>**Ypsilanti, MI 48197** | **SmartZone LDFA** | **6/30/2019** |

10. Resolution No. 2016-090, approving contract between the City of Ypsilanti and Oakland County for CLEMIS service for the police and fire departments for 5 years.

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that the certain contract between the City of Ypsilanti and Oakland County for CLEMIS service for the police and fire departments for 5 years, is approved, and Ralph A. Lange, City Manager, is authorized to sign for the City of Ypsilanti, subject to the approval of the City Attorney.**

OFFERED BY: Council Member Vogt
SECONDED BY: Council Member Anne Brown

On a roll call, the vote to approve Resolution No. 2016-080, Consent Agenda, was as follows:

| | | | |
|---|---|---|---|
| Council Member N. Brown | Yes | Council Member Robb | Yes |
| Council Member Murdock | Yes | Mayor Edmonds | Yes |
| Mayor Pro-Tem Richardson | Absent | Council Member Vogt | Yes |
| Council Member A. Brown | Yes | | |

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

**XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS** –

1. Resolution No. 2016-091, authorizing final approval for the creation of a Neighborhood Enterprise Zone (NEZ) in the City of Ypsilanti.

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

**WHEREAS, The City of Ypsilanti is a qualified local unit of government and wishes to create a Neighborhood Enterprise Zone (NEZ) for the Southwest Gateway Area; and**

**WHEREAS, on August 18, 2015 City Council passed a resolution indicating that an NEZ is consistent with the City's master plan; that the city has a housing inspection ordinance which covers the requirements of the NEZ legislation; and the City's goals, objectives, and policies relative to the maintenance, preservation, improvement and development of housing for all persons, regardless of income level living within the proposed NEZ; and**

**WHEREAS, written notice was given to the City Assessor and the governing body of each taxing unit that levies property taxes within the proposed NEZ area as required by the Neighborhood Enterprise Zone Act; and**

**WHEREAS, City Council held a public hearing on the proposed NEZ on February 16, 2016.**

**NOW THEREFORE BE IT RESOLVED THAT City Council approves and authorizes the creation of a Neighborhood Enterprise Zone, pursuant to the Neighborhood Enterprise Zone Act (MCL 207.771 et seq), the "Act," within the City of Ypsilanti with the district boundaries as described.**

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

Mayor Edmonds asked why Chidester is not being included in the NEZ. Community Development Director Joe Meyers responded because an NEZ cannot be larger than 15% of the City, larger than 10% of homesteaded properties in the City, and it must be contiguous. Mr. Meyers added this is why only the Southside and the Historical Southside were included. Ms. Edmonds said she sees Chidester St. as a part of the Southside and said it is not a part of any other neighborhood. Ms. Edmonds said there are particular issues on Chidester in which investment needs to be encouraged. Economic Development Director Beth Ernat agreed and said if the initial NEZ is successful it can be rebound to include Chidester St but for the reasons stated the NEZ is limited by size and area. Mr. Meyers said if the NEZ is over the 10% of homesteaded properties threshold it must be approved by the County Board of Commissioners.

Council Member Robb asked if the City would need to wait to change the boundaries until the 12 to 17 years expire. Mr. Meyers responded the district cannot be changed for the length of the NEZ and said he would not phrase it as changing boundaries instead he would say creating a separate NEZ district.

On a roll call, the vote to approve Resolution No. 2016-091 was as follows:

| | | | |
|---|---|---|---|
| Council Member N. Brown | Yes | Council Member Robb | Yes |
| Council Member Murdock | Yes | Mayor Edmonds | Yes |
| Mayor Pro-Tem Richardson | Yes | Council Member Vogt | Yes |
| Council Member A. Brown | Yes | | |

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

2. Resolution No. 2016-092, amending the City's Property Disposition Policy.

**RESOLUTION AMENDING THE CITY'S PROPERTY DISPOSITION POLICY**

**WHEREAS, The City of Ypsilanti is interested in conveying its excess City-owned property to private owners to encourage homeownership; and**

**WHEREAS, to further this interest, the City Council for the City of Ypsilanti has approved the City Property Disposition Policy by adopting Resolution No. 2015-273; and**

**"WHEREAS, City Council seeks to amend the Property Disposition Policy to set the sale price of residential property a minimum of $1,000 per property in order to better achieve the goal of increasing taxable parcels within the City; and**

**WHEREAS, this Policy provides that City Council will annually consider a resolution, after a public hearing, to approve the sale of residential land and authorize the City Manager to enter into purchase agreements, quit claim deeds, leases, or other contracts and documents to effectuate their conveyance;**

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that The Property Disposition Policy is amended to create the sale price of City-owned residential property to be a minimum of $1,000.**

OFFERED BY: Council Member Anne Brown
SECONDED BY: Mayor Pro-Tem Richardson

Mr. Meyers stated the initial policy states these properties would be sold for what the Assessor values the property and values ran from $14,000 through $45,000. Mr. Meyers said this is why Council is being asked to approve an amendment providing a sale price of a minimum of $1,000.

Council Member Murdock stated if this is approved staff would have the authority to sell the residential lots listed. Mr. Meyers responded in the affirmative and clarified for the 25 lots Council has approved. Mr. Murdock asked if staff will need to seek Council approval for the sale of commercial lots. Mr. Meyers responded in the affirmative.

Mayor Edmonds asked if the City will be receiving more vacant lots as a result of foreclosure. Ms. Ernat responded the County Treasurer has foreclosed upon several properties however will not share the list with the City until July. Ms. Ernat stated she has requested the list on several occasions and has been denied. Ms. Edmonds said it is her understanding that is an ongoing challenge with the County Treasurer's Office. Ms. Edmonds asked the City Attorney to look into that. Ms. Ernat said by right the City should be able to acquire that list. Mr. Barr asked if information or action is being requested. Council Member Murdock stated Council wants the list. Ms. Ernat said through communication with the County Treasurer's Office at least two parcels acquired the County is seeking to demolish. Ms. Edmonds said to inform the County that it is City Council specifically requesting the list.

On a roll call, the vote to approve Resolution No. 2016-092 was as follows:

| | | | |
|---|---|---|---|
| Council Member N. Brown | Yes | Council Member Robb | Yes |
| Council Member Murdock | Yes | Mayor Edmonds | Yes |
| Mayor Pro-Tem Richardson | Yes | Council Member Vogt | Yes |
| Council Member A. Brown | Yes | | |

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

Ms. Ernat stated another area of concern is trying to figure out how the assessor is valuing these properties. Ms. Ernat said there are vacant properties on the Southside being valued at $45,000 and said when she sought to bring this action forward she never expected this to be an issue. Ms. Ernat added this is one of the reasons staff is requesting this amendment and said it is concerning and a barrier to development. Mayor Edmonds recommended the City acquire the information from the County first and then address the assessing issue. Ms. Ernat stated staff is actively investigating why the valuations are so high but she wanted Council to know the reason why staff is back stepping. Ms. Edmonds asked if the County plays a role in assessing properties. Ms. Ernat responded the City assesses all the properties in the corporate limit. Mr. Meyers added the County sets the value for the City and the City sets the value for the parcels in the City.

3. Resolution No. 2016-093, approving Water Street Debt millage ballot language.

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

**WHEREAS, the City of Ypsilanti, Michigan (the "City") has refunded in two series most of the previously issued 2006 General Obligation Limited Tax Capital Improvement Bonds to finance and refinance the costs relating to land acquisition, environmental work and public infrastructure in an area of the downtown referred to as the Water Street Redevelopment Project; and**

**WHEREAS, the City's Limited Tax General Obligation Refunding Bonds, Series 2016A (Taxable) (the "Bonds") are currently outstanding in the principal amount of $8,240,000 payable on November 1 from 2016 through 2031; and**

**WHEREAS, the City is currently paying the debt service on the Bonds from its general fund and other sources; and**

**WHEREAS, the City Council desires to seek voter approval to pledge the City's unlimited tax full faith and credit for payment of the Bonds and to allow a millage to be levied to pay the debt service on the Bonds; and**

**WHEREAS, the simple average annual millage rate required to retire the Bonds is 2.3 mills ($2.30 per $1,000 of taxable value); and**

**WHEREAS, the City's road millage, which will be levied at a rate of 2.3064 mills in 2016, is set to expire in 2017, which is when the proposed millage for the Water Street Debt would begin to be levied;**

**NOW THEREFORE BE IT RESOLVED by the City Council of the City of Ypsilanti, Michigan, as follows:**

1. **The following proposal be submitted to the qualified electors of the City at the election to be held August 2, 2016:**

**WATER STREET DEBT MILLAGE PROPOSAL**

**Shall the City of Ypsilanti be authorized to pledge its unlimited tax full faith and credit for payment of its Limited Tax General Obligation Refunding Bonds, Series 2016A (Taxable), which are outstanding in the principal amount of $8,240,000 payable through 2031, which were issued for the purpose of financing and refinancing capital improvement costs relating to the Water Street Redevelopment Project? The estimated millage to be levied in 2017 is 2.30 mills ($2.30 per $1,000 of taxable value) and the estimated simple average annual millage rate required to retire the bonds is 2.3 mills ($2.30 per $1,000 of taxable value).**

**2. The City Clerk is hereby authorized to cause the above proposal to be placed on the ballot at the election to be held on August 2, 2016.**

**3. The canvass and determination of votes of said question shall be made in accordance with the laws of the State of Michigan and the Charter of the City of Ypsilanti.**

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

Council Member Murdock asked if an explanation would be provided for the ballot. Mr. Barr responded that has not yet been prepared. Mr. Murdock asked if that needs to be approved by Council. Mr. Barr responded he is uncertain but the Attorney's Office has reviewed this resolution with bond counsel.

Mayor Edmonds stated on the top of page three the resolution states "the estimated millage rate in 2017 is 2.3 mils…" and said the millage rate begins in 2017 but is not applied in only 2017. Ms. Edmonds asked if the resolution should read between 2017 and an end date. Mr. Barr responded it does not and said this language has been approved by the bond counsel.

Council Member Murdock stated he would like the explanation to include language that the Water Street Millage would be replacing the expiring millage. Mr. Barr responded the Attorney's Office attempted to include that in the resolution.

Council Member Murdock stated this is the last piece to solve the Water Street Debt. Mr. Murdock said by refinancing the debt, paying down part of the principal, and requesting the state to forgive the Community Development Block Grant debt it reduced the debt by approximately $9.5 million over the next 15 years. Mr. Murdock stated this would reduce the annual payments from $1.7 million to approximately $950,000 and if the voters approve the millage it will lower the payment by $700,000 which would be manageable. Mr. Murdock said that would allow the City to focus on other needs and allow the City to move on.

Mayor Pro-Tem Richardson asked if Mr. Murdock is volunteering to organize the "Move on Ypsi" group. Mr. Murdock responded the Mayor Pro-Tem is uncontested in the August Primary and said he would allow her to organize that group. Council Member Vogt stated he has some thoughts on that process.

Council Member Vogt stated if the City is able to sell sufficient properties those proceeds could further pay down the debt. Mr. Vogt added the sale of properties is the secondary final piece to the Water Street Debt solution.

Mayor Edmonds asked opinions on the viability of the proposal. Mayor Pro-Tem Richardson asked if it would have a better chance on the November Ballot. Ms. Edmonds responded she was told a large presidential election makes it more difficult to pass. Council Member Murdock responded most of the new voters voting in the presidential election, with no relationship to Ypsilanti, will not have information on the Water Street Debt. Mr. Murdock said it will be difficult attempting to get the public to support this proposal and all candidates up for election this August should make the Water Street millage part of their campaign.

Mayor Edmonds asked the election schedule for 2017. Deputy Clerk Hellenga responded 2017 is an off year there are no scheduled elections. Council Member Murdock added postponing the ballot proposal would also delay when the City would begin acquiring revenue from the millage.

Mr. Lange stated if the proposal is defeated in August it would allow the City time to find an additional revenue stream to submit this year.

**Council Member Anne Brown moved, seconded by Council Member Vogt, to extend the meeting until 11:00 p.m.**

On a voice vote, the motion carried, and the meeting was extended.

Mayor Edmonds asked who will lead the Move on Ypsi Committee. Council Member Vogt responded he is not willing to organize the committee but he has been trying to recruit people to speak with voters about the millage. Mr. Vogt encouraged Council to recruit people to do whatever they are willing to do to help pass this millage. Mr. Vogt said it will still take coordination which can be done by a small committee but everyone needs to do something to help recruit. Mr. Vogt stated he and Council Member Anne Brown will be holding at least a couple of public forums in Ward 2 to discuss this issue. Mr. Vogt volunteered to assist any other Council Member with public forums. Mayor Pro-Tem Richardson asked if Mr. Vogt was aware of anyone invested enough in Water Street to volunteer. Mr. Vogt responded John Weiss form the Friends of the Rutherford Pool agreed to do whatever he can do to help.

Council Member Anne Brown suggesting requesting other elected officials such as County Commissioner Ronnie Peterson and State Representative Dave Rutledge to speak about the ballot proposal. Mayor Edmonds stated she has been corresponding with Ypsilanti Township Supervisor Brenda Stumbo because she has had questions from Township residents about the millage. Ms. Anne Brown asked if she is willing to speak for the millage and suggested EMU representatives would be willing to endorse the millage. Council Member Robb stated EMU employees are public employees. Ms. Edmonds responded they can endorse a proposal not a candidate. Council Member Vogt asked Council to write down their thoughts and submit them to him.

Council Member Murdock stated he has spoken with residents, some who have opposed Council efforts in the past, and when explained the issue is usually accepted. Mr. Murdock said what he hasn't found was a person to run a campaign and a way to finance it. Mr. Murdock stated a consistent message needs to be developed and in his opinion the message should not be negative.

Mr. Lange passed out an information letter regarding the Water Street Debt Millage and asked for input from Council. Council Member Murdock stated the City should have information on the website. Mr. Lange agreed. Mayor Edmonds asked for a deadline for feedback on the information sheet. Mr. Lange responded a week. Mr. Murdock said beyond the information sheet there should be a postcard with a slogan of why the millage needs to be passed. Assistant to the City Manager Ericka Savage added Mr. Lange and Pat McGow view the numbers differently and are attempting to reconcile that before the final draft of the information sheet.

Council Member Murdock stated he was recently asked what is different between this proposal and past proposals. Mr. Murdock said he responded by saying the millage rate is half of what was proposed before and an income tax is not included. Mr. Murdock said the reason why it is lower and without an

income tax is the steps already taken to reduce the debt. Mr. Murdock added the City has done what it could to reduce the number significantly.

Mayor Edmonds stated she is speaking to the Chamber Policy Committee about the millage in May and other bodies who she will continue to educate as many as possible about the millage. Council Member Murdock stated he has spoken with the Chamber who informed him that he would allow the City time to discuss it, however, Tom Harrison of the Chamber does not appear to be particularly supportive of it.

On a roll call, the vote to approve Resolution No. 2016-093 was as follows:

| | | | |
|---|---|---|---|
| Council Member N. Brown | Yes | Council Member Robb | Yes |
| Council Member Murdock | Yes | Mayor Edmonds | Yes |
| Mayor Pro-Tem Richardson | Yes | Council Member Vogt | Yes |
| Council Member A. Brown | Yes | | |

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

**XIV. <u>LIASON REPORTS</u> –**

A. SEMCOG Update - None
B. Washtenaw Area Transportation Study – Council Member Murdock stated the next meeting is April 20th and Council needs to have a Special Session regarding transportation in order to identify projects for funding.

   Mayor Edmonds asked when this session would need to be held. Mr. Murdock responded fairly quickly but he would need to discuss this with DPS Director Stan Kirton. Ms. Edmonds asked Mr. Murdock to inform her of a key decision point and when the meeting needs to be held.
C. Urban County - None
D. Freight House - None
E. Parks and Recreation - None
F. Ypsilanti Downtown Development Authority - None
G. Eastern Washtenaw Safety Alliance - None
H. Police-Community Relations/Black Lives Matter Joint Task Force – None
I. Friends of Rutherford Pool - None

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

<u>Richardson</u>

- Stated 954 Monroe because it has become a safety hazard.

- Stated Harriet Street is open.

  Mayor Edmonds asked if it was fully open. Ms. Richardson replied cars were driving all the way to the light.

- Asked if someone from the Black Lives Matter Movement been appointed to the Joint Task Force.

  Mayor Edmonds asked if appointments need to be made to the Task Force or the Human Relations Commission. Council Member Murdock responded the Human Relations Commission has two vacancies and possivly three. Ms. Edmonds stated she has had several applicants interested in that Commission. Ms. Richardson stated both bodies should have representation from the Black Lives Matter Movement. Ms. Richardson said when she suggested a Task Force be

formed she wanted it to include members of the Black Lives Matter Movement because the victim need to be involved in finding a suitable resolution. Ms. Richardson said this appointment needs to be done before the next meeting and added the Task Force is comprised of three Council Members, three HRC Commissioners, and should include three members of the Black Lives Matter Movement.

Mayor Edmonds stated she would support adding three other members to the Task Force but asked if there needs to be formal action. Mr. Barr said if the Task Force was not created formally it does not require action. Ms. Richardson stated she thought the Task Force was created by resolution. Mayor Edmonds asked if the resolution was from the floor. Council Member Robb stated if it was from the floor it would be in the minutes. Mr. Barr stated if the Task Force was created by resolution an amendment to the rules would require a resolution.

Mayor Edmonds asked Council Member Nicole Brown's opinion. Council Member Nicole Brown responded she does not have an issue with Black Lives Matter Movement being part of the Task Force but she has continuously invited them to the table and they do not reciprocate. Mayor Pro-Tem Richardson said there is a difference between being invited to a meeting and being a member of the Task Force. Ms. Nicole Brown says she has no issue offering a seat. Council Member Robb stated the way the meeting is run is very open and participation is allowed from the floor. Ms. Richardson said they should be officially invited to join the Task Force. Ms. Nicole Brown said they first have to be invited to the table in order to invite them to join the Task Force.

Council Member Murdock asked if a Black Lives Matter representative formally applied to a Board or Commission. Council Member Nicole Brown responded no. Mr. Murdock responded then they are not interested. Mayor Pro-Tem Richardson replied that it does not necessarily mean they are not interested.

Mayor Edmonds asked if someone would like to make a motion to add three Non-HRC and Non-Council seats to the Task Force City residents to the Task Force.

**Mayor Pro-Tem Richardson moved, seconded by Council Member Anne Brown to add three members of the Black Lives Matter Movement be invited to become members of Task Force on Police-Community Relations and Black Lives Matter.**

Council Member Nicole Brown asked if the Black Lives Matter representatives be appointed to the Human Relations Commission and then the Task Force. Mayor Pro-Tem Richardson responded there are already three members of the Task Force appointed from the HRC. Ms. Richardson said she would like to see membership of the Black Lives Matter Movement apply to the HRC.
Council Member Anne Brown stated no members of the Black Lives Matter Movement have attended Task Force Meetings and said they have identified themselves as Radical Washtenaw (RAW). Mayor Richardson stated she is not aware of any members of the Black Lives matter Movement but it should be made public that the Task Force is looking for membership from that group.

Council Member Murdock said three members of the Black Lives Matter Movement could be appointed if they are interested. Mr. Murdock said than it would be up to the Human Relations Commission to make appointments to the Task Force.

Mayor Edmonds asked for clarification of what organization should be included in the resolution. Mayor Pro-Tem Richardson responded the idea of the Task Force was in response to an incident involving Black Lives Matter. Ms. Richardson said during a meeting she suggested forming a task force and was willing to be a member. Ms. Richardson said Council Member Nicole Brown asked to represent Ward 1 and she yielded the position to her.

Council Member Vogt stated he thinks it is a bad idea to allow a special interest group to appoint people to a board that is supposed to be representative of the entire City. Mr. Vogt said he is not opposed to any of the people or organizations suggested but all appointments should be vetted through the normal appointment process. Mr. Vogt said this is a complicated multifaceted problem that needs to be dealt with by people who can appreciate all different points-of-views. Mr. Vogt said if more seats are added to the Task Force those individuals most follow the normal process.

Council Member Murdock stated the Human Relations Commission has longevity and deals with multiple issues. Mr. Murdock stated there is a process and there are vacancies on the HRC and if there are people from these groups that wish to be a member of that Commission they should apply. Mayor Pro-Tem Richardson said she is not opposed to recommending someone to the HRC but this Task Force is for one purpose and should include the representation from the group that is the focus. Ms. Richardson asked why they are not at the table. Council Member Robb responded because they do not want to. Mayor Pro-Tem Richardson asked for this discussion to be concluded until a future meeting in which she will have a resolution prepared.

**Mayor Pro-Tem Richardson withdrew her motion.**
**Council Member Anne Brown withdrew her second.**

- Stated she was on the fourth floor of City Hall and saw an intern sitting and not doing anything. Ms. Richardson said if the City is paying this individual they should be doing work. Ms. Richardson said she spoke with other people on the fourth floor who agreed the intern did very little. Ms. Richardson said the intern needs to be given work to do.

  Ms. Savage said the intern is constantly working. Ms. Richardson responded he was not working when she saw him. Ms. Savage assured Mayor Pro-Tem Richardson that the intern has work to do. Ms. Richardson said other staff members on the fourth floor have complained. Ms. Savage said that could be subjective.

Robb

- Asked for dates Council has available for the City Manager's evaluation.

  Council decided on Tuesday, May 3rd at 7:30 a.m.

Murdock

- Stated he received an email from County Commissioner Ronnie Peterson for City Officials to join him for a community forum to discuss the proposed Eastside Recreation Center, Border to Border Trail, and adjoining Water Street Projects. He said the email stated Commissioner Peterson will be joined by Parks and Recreation Director Robert Tetens, Washtenaw County Board of Commissioners, and Ypsilanti City Officials. He said the meeting will be held Monday, May 2nd at 5:30 p.m. at Bona Sera in Ypsilanti.

Council Member Anne Brown asked if Economic Development Director Beth Ernat has been approached about this meeting. Ms. Ernat responded she received an email this morning for Commissioner Peterson's assistant asking for her to please be there. Ms. Ernat said she is not sure what the City would be walking into and should decide if City Officials should attend. Council Member Murdock stated Council could get the perspective of Mr. Tetens, the Parks and Recreation Commission, and the County Board. Mayor Edmonds volunteered to call Mr. Tetens if someone else would reach out to Mr. Peterson. Mr. Murdock volunteered. Ms. Edmonds said this meeting seems somewhat inappropriate.

**XVI. COMMUNICATIONS FROM THE MAYOR –**

Nominations:

SmartZone LDFA

Phil Tepley – (reappointment)

**Upcoming Budget Meetings**:

- Tuesday, May 10th
- Tuesday, May 17th
- Thursday, May 19th

**All meetings will be held at City Hall in the Council Chambers from 6:00 – 10:00 p.m.

**XVII. COMMUNICATIONS FROM THE CITY MANAGER –**

None

**XVIII. COMMUNICATIONS –**

**May 3, 2016 - Special Election:**

AV Ballots are now available daily from 8:00 a.m. to 5:00 p.m. for pick-up
(for mail, please allow 2-3 days for U.S. mail delivery)

Last day to register for this election is April 4, 2016

Last day to receive AV ballot by mail – April 30, 2016

Last day to obtain an AV ballot in person – May 2, 2016 up to 4:00 p.m.

The Clerk's Office will be open on Saturday, April 30, 2016 from 8 a.m. - 2 p.m. for electors who wish to vote in person in the Clerk's Office.

****April 19, 2016 at 4:00 p.m. is the deadline for partisan and non-partisan nominating petitions.**

**XIX. AUDIENCE PARTICIPATION –**

None

**XX. REMARKS FROM THE MAYOR –**

None

## XXI. ADJOURNMENT –

**Council Member Nicole Brown moved, seconded by Council Member Anne Brown to adjourn to Closed Session.**

On a roll call, the vote to adjourn the meeting to Closed Session was as follows:

| | | | |
|---|---|---|---|
| Council Member N. Brown | Yes | Council Member Robb | Yes |
| Council Member Murdock | Yes | Mayor Edmonds | Yes |
| Mayor Pro-Tem Richardson | Yes | Council Member Vogt | Yes |
| Council Member A. Brown | Yes | | |

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

Resolution No. 2016-094, adjourning the 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 Robb
SECONDED BY: Council Member Nicole Brown

The meeting adjourned to Closed Session at 10:45 p.m.

# Michigan Avenue Corridor Study

## Ypsilanti City Council
## Tuesday, April 19, 2016

RTA
REGIONAL
TRANSIT AUTHORITY
OF SOUTHEAST MICHIGAN

# RTA RAPID TRANSIT SYSTEM MAP

## Map Legend

### BEST Bus Rapid Transit

- **Woodward Line**: Pontiac to Downtown
- **Gratiot Line**: Mt. Clemens to Downtown
- **Michigan Line**: DTW Airport to Downtown
- **Washtenaw Line**: Blake Transit Center to Ypsilanti Transit Center

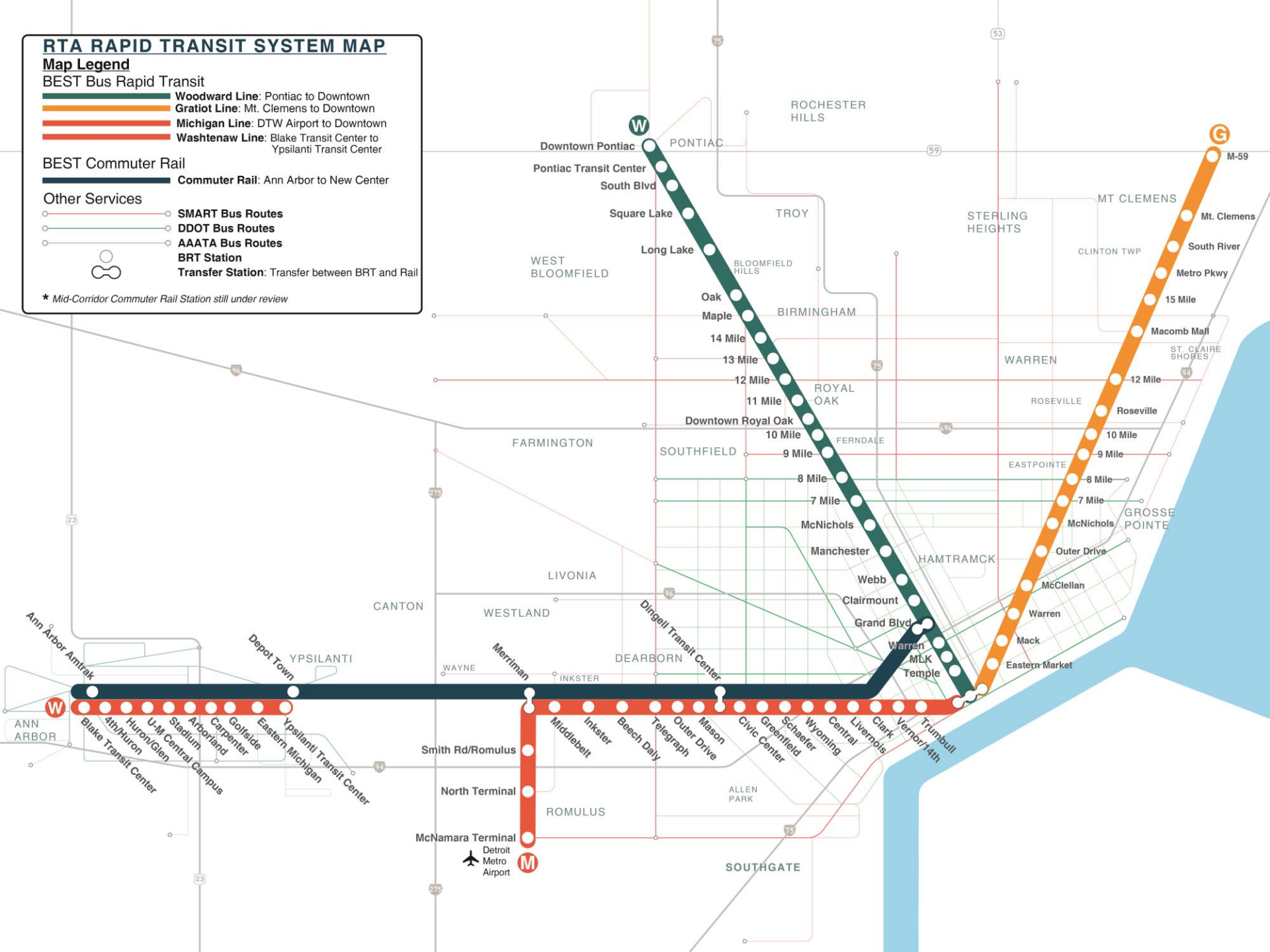
### BEST Commuter Rail

- **Commuter Rail**: Ann Arbor to New Center

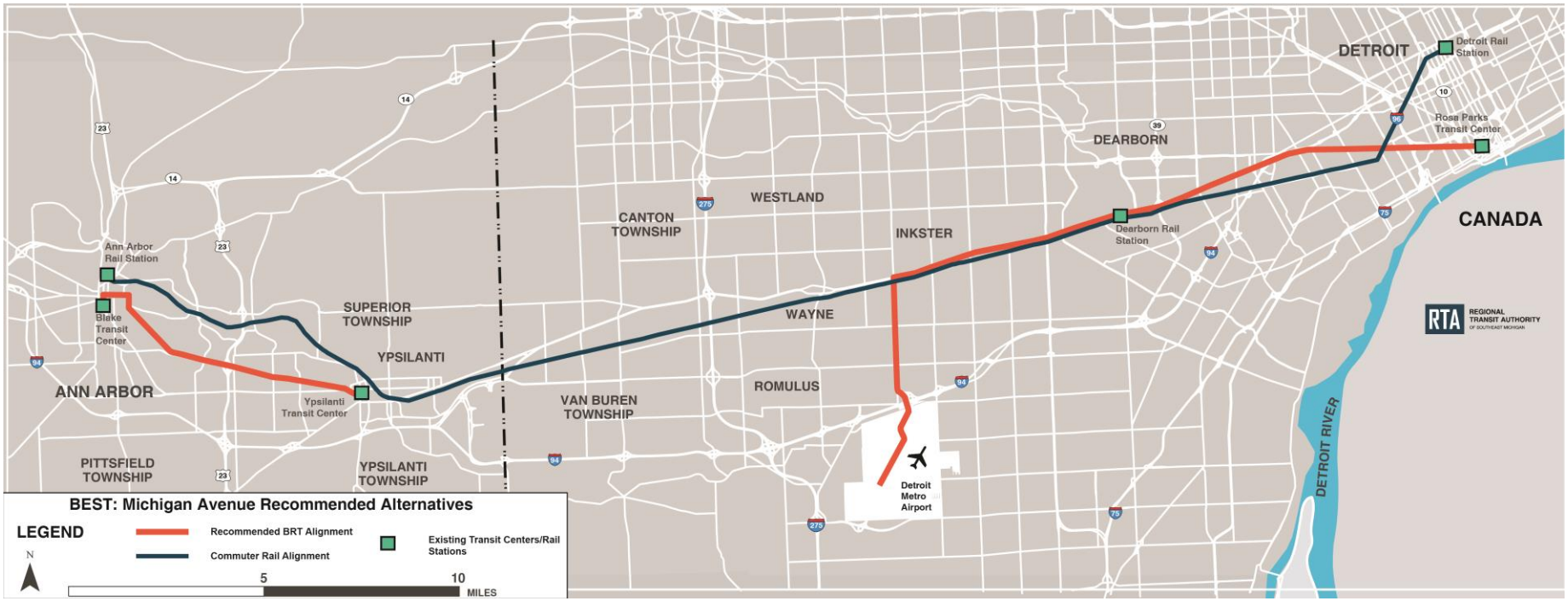
### Other Services

- **SMART Bus Routes**
- **DDOT Bus Routes**
- **AAATA Bus Routes**
- **BRT Station**
- **Transfer Station**: Transfer between BRT and Rail

* *Mid-Corridor Commuter Rail Station still under review*



# Michigan Avenue LPA Overview



# Regional Rail

## Recommended Characteristics

- 8 Round Trips (in addition to Amtrak)
- Existing Amtrak Stations, plus Ypsilanti and Western Wayne Co.
- Consideration of Southwest Detroit station (Michigan / Clark)

# Regional Rail Service Map

# Conceptual: Regional Rail (at Dearborn)

# Conceptual: Regional Rail (at Ypsilanti)

# Conceptual: Regional Rail Schedule

| WESTBOUND | Train No. | Amtk 2 | 102 | Amtk 4 | 104 | Amtk 6 | 106 | Amtk 8 | 108 | 110 | 112 | Amtk 10 | 114 | Amtk 12 | 116 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Detroit / New Center | 4:43 | 5:55 | 7:15 | 7:45 | 10:29 | 12:00 | 14:13 | 15:00 | 16:00 | 17:00 | 17:35 | 19:00 | 20:03 | 23:00 |
| | Dearborn / Dingell | 4:57 | 6:11 | 7:26 | 8:01 | 10:40 | 12:16 | 14:24 | 15:16 | 16:16 | 17:16 | 17:46 | 19:16 | 20:14 | 23:16 |
| | Merriman Road | | 6:18 | | 8:08 | | 12:23 | | 15:23 | 16:23 | 17:23 | | 19:23 | | 23:23 |
| | Ypsilanti | | 6:31 | | 8:21 | | 12:36 | | 15:36 | 16:36 | 17:36 | | 19:36 | | 23:36 |
| | Ann Arbor | 5:27 | 6:40 | 7:56 | 8:30 | 11:10 | 12:45 | 14:54 | 15:45 | 16:45 | 17:45 | 18:16 | 19:45 | 20:44 | 23:45 |

| EASTBOUND | Train No. | 101 | 103 | Amtk 3 | 105 | Amtk 5 | 107 | Amtk 7 | 109 | Amtk 9 | 111 | 113 | 115 | Amtk 11 | Amtk 13 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Ann Arbor | 6:00 | 7:00 | 7:39 | 10:00 | 11:04 | 13:15 | 14:22 | 16:00 | 17:01 | 17:15 | 19:00 | 21:05 | 23:02 | 0:04 |
| | Ypsilanti | 6:14 | 7:14 | | 10:14 | | 13:29 | | 16:14 | | 17:29 | 19:14 | 21:19 | | |
| | Merriman Road | 6:21 | 7:21 | | 10:21 | | 13:36 | | 16:21 | | 17:36 | 19:21 | 21:26 | | |
| | Dearborn / Dingell | 6:35 | 7:35 | 8:04 | 10:35 | 11:29 | 13:50 | 14:47 | 16:35 | 17:26 | 17:50 | 19:35 | 21:40 | 23:27 | 0:29 |
| | Detroit / New Center | 6:44 | 7:44 | 8:19 | 10:44 | 11:44 | 13:59 | 15:02 | 16:44 | 17:41 | 17:59 | 19:44 | 21:49 | 23:42 | 0:44 |

DRAFT

Draft – currently under consideration

# Regional Rail

## Refinement Objectives

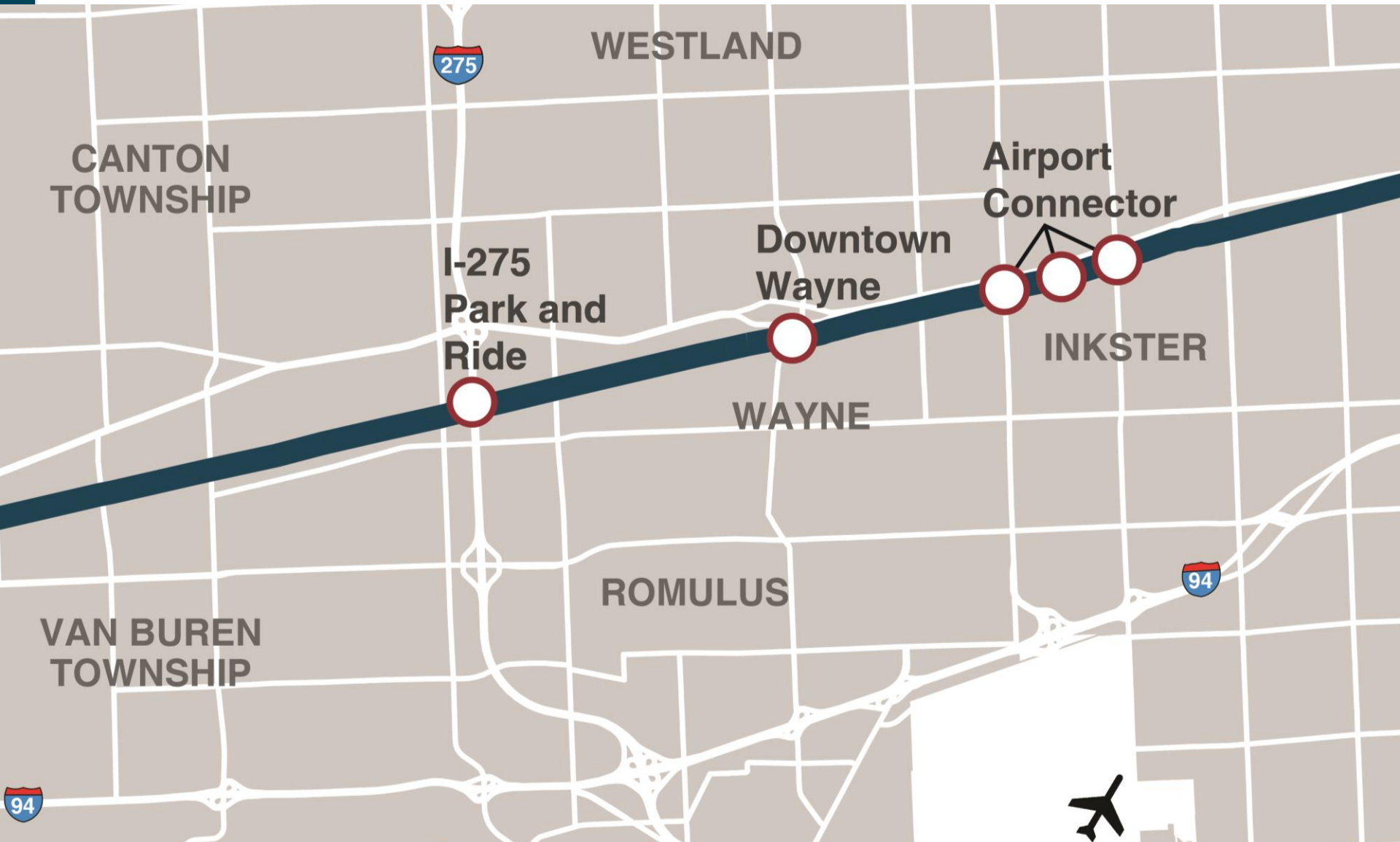
### Current Phase

- Consider siting and costs of layover and maintenance facilities
- Determine preferred station location in Western Wayne County
- Ensure adequate Park and Ride Facilities
- Explore local/state cost sharing for project elements

### Ongoing (beyond current phase)

- Coordinate with ongoing Amtrak station studies in Ann Arbor, Ypsilanti and Detroit
- Ensure feeder service & station accessibility
- Optimize potential service schedule for commuting

# Rail Station Candidates in Western Wayne Co.



# Washtenaw Ave BRT

## Recommended Characteristics

- Frequencies at:
  - 10 – 15 minutes (peak)
  - 15 – 20 minutes(off-peak)
- Mixed-traffic operations from Ypsilanti Transit Center to Blake Transit Center
- Coordinated schedule with existing AAATA Route 4
- Full BRT stations (level boarding, off-board fares)

# Washtenaw Ave BRT Service Map

# BRT Concept: Ann Arbor (Huron / 5th)

# Washtenaw Ave BRT

## Refinement Objectives

**Current Phase**

- Suggest locations / characteristics of Park and Ride lots
- Examine potential use of queue jump lanes

**Ongoing (beyond current phase)**

- Refine downtown Ann Arbor alignment (coordination with Connector)
- Consider Depot Town rail connection

# Michigan Ave BRT Service Map

# BRT Concept: Corktown (Michigan / 14th / Vernor)

# BRT Concept: East Dearborn (at Schaefer)

# Next Steps

| | |
|---|---|
| April | Determine Locally Preferred Alternative (LPA)<br>Document in LPA Report |
| May | RTA Adoption of LPA<br>Integration into Regional Master Transit Plan |
| June | Release of Regional Master Transit Plan |
| November | Funding Initiative to 4-County Region |

RTA

RTA

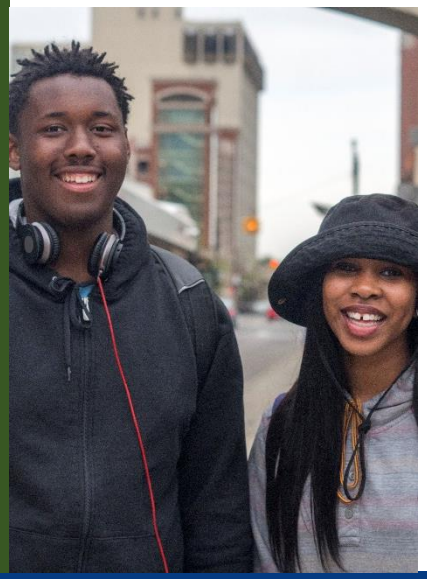
OF SOUTHEAST MICHIGAN

# MAY 2016

## SERVICE IMPROVEMENTS

# Our Progress So Far

- **May 2014 – Voters approve transportation improvement millage**
- **August 2014** – Phase I of 5YTIP service improvements
- **August 2015** – Phase II of 5YTIP service improvements



# MAY 1ST

Coming Soon!

# What's Happening on May 1, 2016?

- Some routes stay the same
- Routes with new numbers and/or names
- New Ann Arbor area routes
- New Ypsilanti area routes
- New service to Scio Twp.
- New service in Pittsfield Twp.

# ROUTES WITH SAME NUMBERS / NAMES

3 Huron River (see Rt. 3 map later)
4 Washtenaw
5 Packard
6 Ellsworth
46 Huron-Textile
67 Platt-Michigan Ave

# ROUTES WITH NEW NUMBERS OR NAMES

| Old Route | New Route | |
|---|---|---|
| 17 | 21 | Amtrak - Depot (My Alerts) |
| 1 | 22 | Pontiac – Dhu Varren |
| 2 | 23 | Plymouth |
| 7 | 24 | S. Main - East (My Alerts) |
| 16 | 25 | Ann Arbor – Saline Rd (My Alerts) |
| 8 | 28 | Pauline |
| 13 | 33 | Newport |
| 33 | 41 | EMU COB Shuttle |
| 609 | 60 | Dexter – U-M |

| Old Route | New Route | |
|---|---|---|
| 36 | 62 | State – U-M |
| 1U | 63 | Pontiac – U-M |
| 14 | 64 | Geddes – E. Stadium (My Alerts) |
| 2C | 65 | U-M – Downtown – Green |
| 22 | 66 | Carpenter – Huron Pkwy |
| 710 | 91 | ExpressRide: Chelsea |
| 711 | 92 | ExpressRide: Canton |
| 787 | 98 | AirRIde |

# NEW NUMBERING SYSTEM – The method :

**Between Ann Arbor & Ypsilanti**

Numbered 3 - 6

**Ann Arbor Local routes**

Numbered 21 - 33

**Ypsilanti Local routes**

Numbered 41 - 47

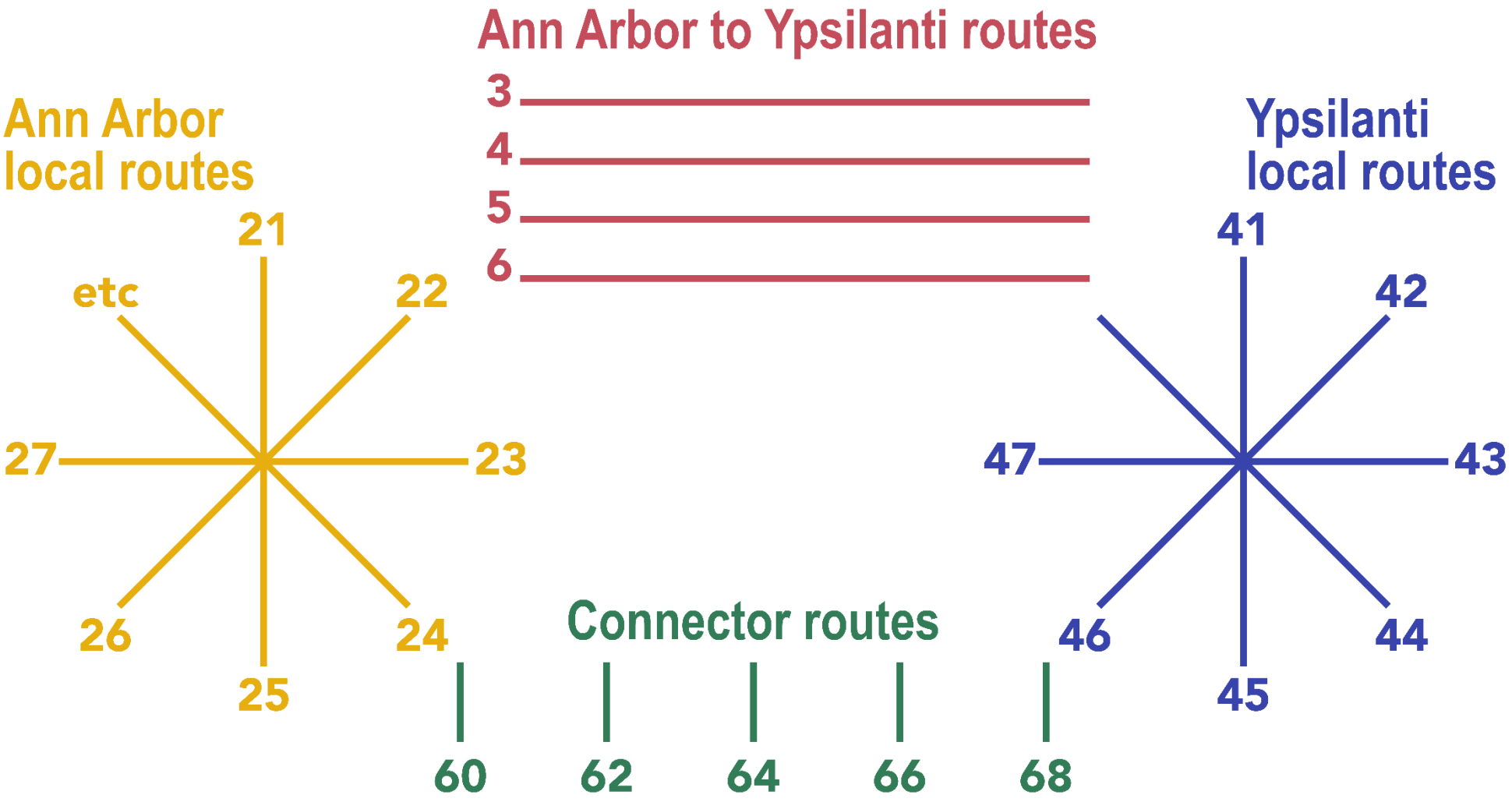
**Connector/Crosstown Routes**

Numbered 60 - 68

**Express Routes**

Numbered 91 - 98

# NEW NUMBERING SYSTEM



# NEW YPSILANTI AREA ROUTES

# Ypsilanti Area

**Replace routes**
**10, 11, and 20**
**with six new routes**

TheRide

ROUTE

# 10

Ypsilanti – Northeast

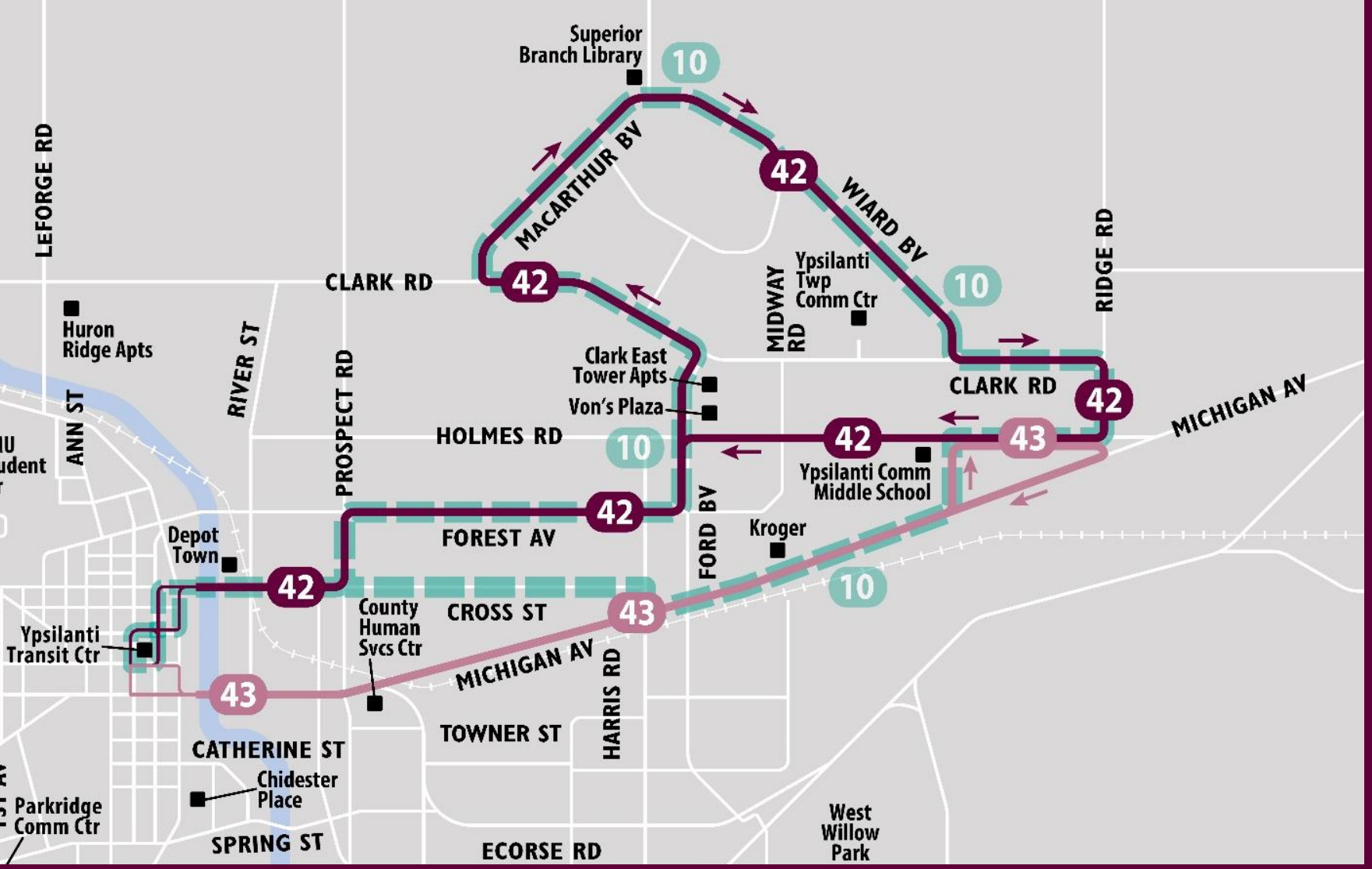
*will be replaced by…*

# 42

Forest – MacArthur

# 43

E. Michigan Ave




## Route 42

- Direct service in both directions on Forest Ave & Cross St; loop route through MacArthur Blvd neighborhood
- Similar to route 10 until Holmes Rd
  - Will no longer serve Michigan Ave or Cross St east of Prospect Rd

## Route 43

- Direct service in both directions on Michigan Ave
- Better service to Kroger

# YPSILANTI

ROUTE

# 20

Ypsilanti: Grove - Ecorse

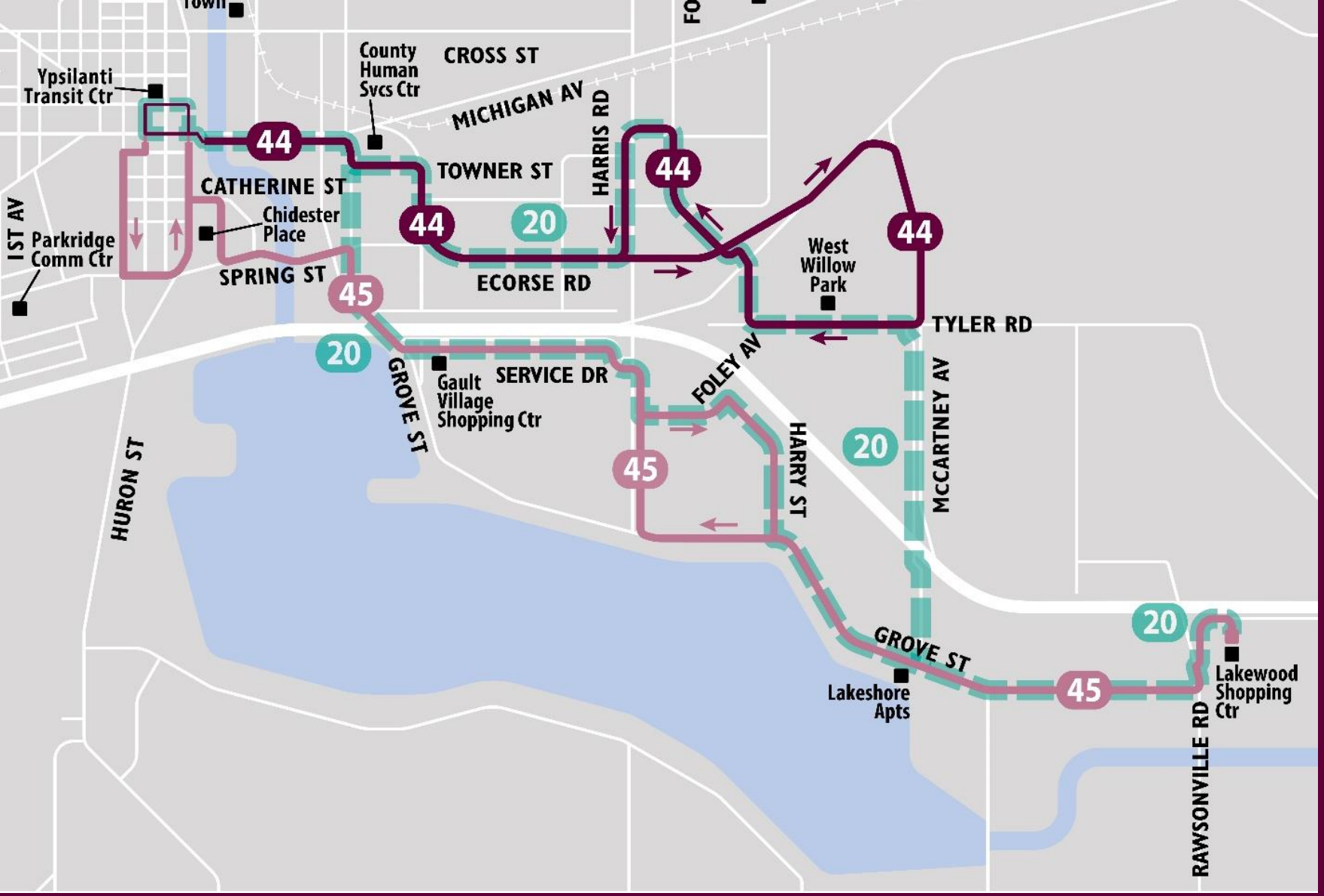
*will be replaced by…*

# 44

Ecorse – Tyler

# 45

Grove




## Route 44

- Direct service in both directions on Towner St & Ecorse Rd; loop route through West Willow neighborhood
- Better service to County Human Services Center

## Route 45

- Direct service in both directions to Gault Village and on Grove Rd
- Better service to Chidester Place

# YPSILANTI

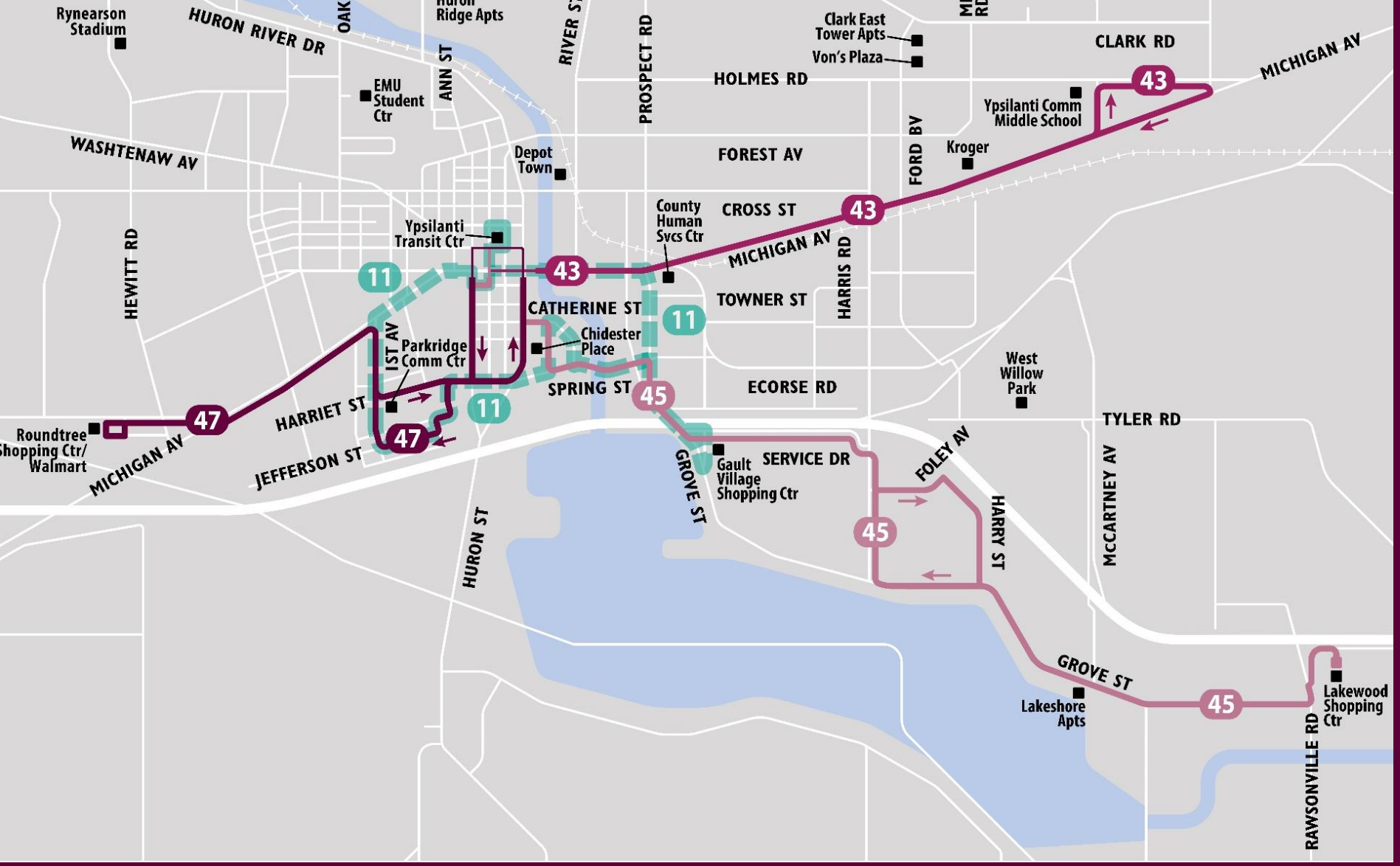
ROUTE

# 11

Ypsilanti - South

*will be replaced by…*

| | |
|---|---|
| 43 | E. Michigan Ave |
| 45 | Grove |
| 47 | Harriet – W. Michigan Ave |




# Routes 43 & 45

## Route 47

- Connects the southwest neighborhoods of Ypsilanti to downtown and shopping centers in the Michigan Ave/Hewitt Rd area
- Better service to Parkridge Community Center, WalMart

# YPSILANTI

# 68

Harris – Ford

# Route 68

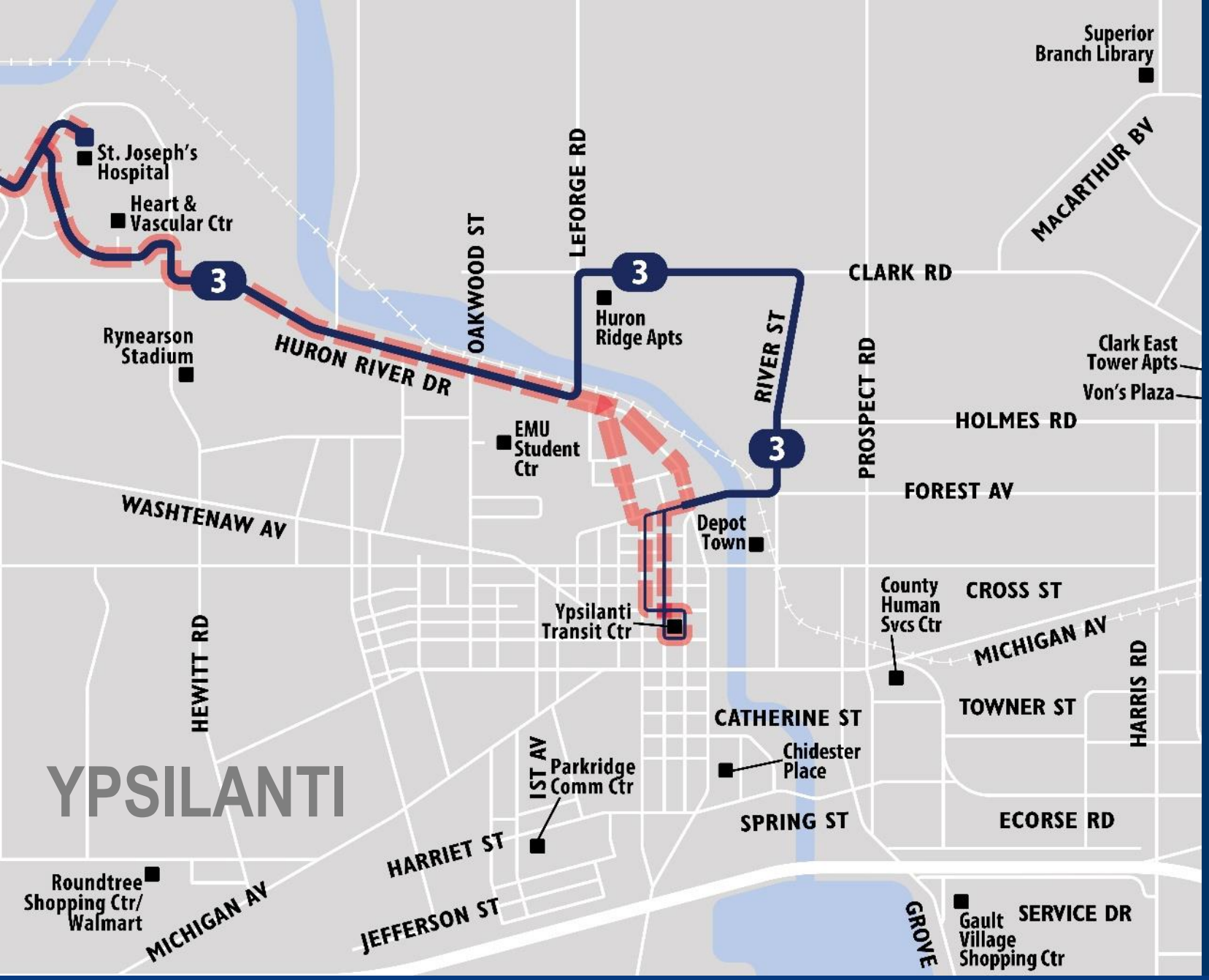
- The Ypsilanti local routes run primarily east-west; route 68 runs north-south to provide connections
- Provides service to shopping
- Connects Clark East Towers to the Ypsilanti Twp Community Canter

*The number is staying the same…*

# 3

Huron River

*…but part of the route is changing*




## Route 3

- Providing direct connections for the apartment complexes on LeForge Rd to downtown Ypsilanti, Depot Town, WCC, and Ann Arbor

# NEW ANN ARBOR ROUTES

# Ann Arbor Routes

| Routes Through April 30 | New Routes Starting May 1 |
|---|---|
| 1 | 22: Pontiac – Dhu Varren |
| 1U | 63: U-M Pontiac |
| 2A/2B | 23: Plymouth |
| 2C | 65: U-M Downtown - Green |
| 7 | 24: S. Main-East |
| 8 | 28: Pauline |
| 9 | NEW! Route 30: Jackson<br>NEW! Route 31: Dexter |
| 12 | NEW! Route 29: Liberty<br>NEW! Route 32: Miller-Skyline-W. Stadium |
| 13 | 33: Newport |
| 14 | 64: Geddes –E. Stadium |

| Routes Through April 30 | New Routes Starting May 1 |
|---|---|
| 15 | NEW! Route 26: Scio Church<br>NEW! Route 27: W. Stadium – Oak Valley |
| 16 | 35: Ann Arbor – Saline Rd. |
| 17 | 21: Amtrak – Depot St. |
| 18 | 32: Miller-Skyline-W. Stadium |
| 22 | 66: Carpenter – Huron Pkwy |
| 36 | 62: U-M State |
| 609 | 60: U-M Dexter |
| 710 | 91: ExpressRide - Chelsea |
| 711 | 92: ExpressRide - Canton |
| 787 | 98: AirRide (Detroit Metro Airport) |

# Questions?

Email: AskUs@TheRide.org

Visit: TheRideYourWay.org

Call: 734-996-0400

**Draft**

**CITY OF YPSILANTI**
**COUNCIL MEETING MINUTES**
**CITY COUNCIL CHAMBERS**
**ONE SOUTH HURON STREET, YPSILANTI, MI 48197**
**TUESDAY, MAY 3, 2016**
**7:30 A.M.**

## I. CALL TO ORDER –

The meeting was called to order at 7:35 am

## II. ROLL CALL –

| | | | |
|---|---|---|---|
| Council Member Anne Brown | Present | Council Member Robb | Present |
| Council Member Nicole Brown | Present | Council Member Vogt | Present |
| Council Member Murdock | Present | Mayor Edmonds | Present |
| Mayor Pro-Tem Richardson | Present | | |

## III. INVOCATION –

Mayor Edmonds 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. INTRODUCTIONS -

None

## VI. AUDIENCE PARTICIPATION -

None

## VII. REMARKS BY THE MAYOR -

Nominations:

**Planning Commission**
Briana Mason (reappointment)
1000 Huron 48197
Exp. 5/1/2019

**Recreation Commission**
Conan Malmer (reappointment)
913 Pleasant 48197
Exp. 5/10/2019

**Human Relations Commission**
Sam Jones-Darling (new appointment – Replacing Darlene Scott)
824 Hoyt St. 48197
Exp. 5/10/2019

## VIII. CLOSED SESSION –

Closed Session to consider City Manager evaluation (OMA 15.268, Section 8(a)).

**Council Member Nicole Brown moved, seconded by Council Member Anne Brown to adjourn the meeting to Closed Session.**

On a voice vote, the meeting adjourned to Closed Session at 7:37 am.

## IX. ADJOURNMENT –

On a voice vote, Closed Session adjourned at 8:39 am.

REQUEST FOR LEGISLATION
May 10, 2016

To: Mayor and Council

From: Beth Ernat, Director of Economic Development

Subject: Bus Parking on N. Washington TCO and Agreement

---

SUMMARY & BACKGROUND: As recently discussed, the AAATA has expanded their bus service in Ypsilanti and has increased usage of their Transit Center on Pearl Street. In order to accommodate additional buses, the possibility of overlap due to delays within the service line, and possible maintenance problems with buses, the AATA has requested the use of five city-owned on-street parking spaces for bus staging.

The proposed spaces are located on N. Washington north of Pearl and north of the one-story business building. There are currently five (5) parking meters for the spaces requested for use. The AAATA has offered to reimburse the City for its lost revenue and will pay to have the spaces striped and signed to indicate bus parking only. The AAATA will only use this area when needed but is seeking to have the area available to not tie-up traffic and circulation on Pearl.

The City's Traffic Control Committee reviewed this request and approved the temporary Traffic Control Order.

RECOMMENDED ACTION: Staff recommends approving a resolution to direct the City Manager to enter into an agreement with AAATA for the use of the spaces, $1200 annually in parking revenue reimbursement, striping and signing of the spaces and general upkeep of the property. Additionally, staff recommends the approval of the permanent Traffic Control Order to allow bus parking only.

ATTACHMENTS: Resolution, Agreement, Map, Traffic Control Order.

---

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

Resolution No. 2016 - 100
May 10, 2016

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

WHEREAS, The City of Ypsilanti recognizes that AAATA is providing a needed and valuable transportation service to the City of Ypsilanti and has increased service and parking needs at the Ypsilanti Transit Center on Pearl Street; and

WHEREAS, the AAATA has offered consideration for the use of five (5) public parking spaces in the form of $1200 annually in parking revenue reimbursement, restriping and re-signage of the spaces, and the general upkeep of the property; and

WHEREAS, the City seeks to enter into an Agreement with AAATA to formalize the Traffic Control Order and lay out terms and conditions.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council of the City of Ypsilanti approves the Traffic Control Order to convert five (5) parking spaces on North Washington as identified in the Order to bus parking and directs Its City Manager to enter into an Agreement with AAATA for the agreed upon terms and conditions.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

N
WASHINGTON
15th
ST

**BUS PARKING SPACE AGREEMENT**

The ANN ARBOR AREA TRANSPORTATION AUTHORITY (hereinafter "AUTHORITY"), 2700 South Industrial Highway, Ann Arbor, Michigan 48104, and the City of Ypsilanti, a Michigan Home Rule City (hereinafter "OWNER"), of 1 South Huron Street, Ypsilanti, MI 48197 in consideration of the mutual promises contained herein hereby agree (hereinafter "AGREEMENT") as follows the _____ day of May, 2016 (hereinafter "EFFECTIVE DATE"):

1. RECITALS
   A. AUTHORITY owns and operates a certain bus station facility on the corner of Pearl and Hamilton Streets in the City of Ypsilanti. The AUTHORITY leases spaces within the Washington Street Park lot, located at the corner of Washington and Pearl Streets in the City of Ypsilanti. AUTHORITY is increasing its service and bus routes within the City of Ypsilanti on May 1, 2016. AUTHORITY desires to utilize on street parking spaces on North Washington Street in order to stage buses in times of increased services or possible break-downs of buses at the bus station facility.
   B. OWNER owns and/or controls said North Washington Street and on-street parking spaces and operates five (5) parking meters used for parking controls and parking revenues for the OWNER.
   C. Bus parking area will be mutually agreed upon for the consideration set forth herein and location is attached as Exhibit A.

2. LICENSE AND PERMISSION TO USE PARKING SPACES
   For the consideration set forth herein, OWNER grants AUTHORITY permission and a limited license to the use of five (5) parking spaces, as more particularly designed on Exhibit A, attached hereto, (hereinafter "PREMISES") for the use of buses needed to stage outside of the bus station facility.

3. CONSIDERATION
   A. AUTHORITY, in consideration of this AGREEMENT, agrees to reimburse OWNER for loss of parking revenue at meters in the sum of One Thousand Two Hundred Dollars ($1,200) annually ($100 per month) for the life of this AGREEMENT. Said parking meters will be removed by OWNER for the life of this AGREEMENT.
   B. The OWNER will invoice the AUTHORITY the full annual amount on or about the anniversary date of this contract. Partial years shall be prorated.
   C. The AUTHORITY shall not unduly withhold payment once an invoice has been received by the AUTHORITY.
   D. AUTHORITY, in consideration of this AGREEMENT, shall stripe and sign the PREMISES , in accordance with City of Ypsilanti policy and procedure, as a "Bus Parking Only."
   E. AUTHORITY shall maintain and keep the PREMISES in good "broom clean" condition and repair. AUTHORITY shall not allow trash or debris to accumulate on the PREMISES. AUTHORITY shall repair any damage above and beyond normal wear and tear to the

PREMISES and return the PREMISES in the same condition as received. The parties shall negotiate any other repair or improvements to the PREMISES.

4. TERM

The initial term of this AGREEMENT shall commence on the EFFECTIVE DATE and remain in full force and effect for ten (10) years unless terminated pursuant to paragraph 5 of this AGREEMENT (hereinafter the "INITIAL TERM"). At the expiration of the INITIAL TERM, this Agreement will automatically new for successive one (1)-year periods (each a "RENEWAL TERM" and collectively with the INITIAL TERM the "TERM") unless a party provides the other with notice of its intent not to renew this AGREEMENT at least 90 days prior to the expiration of the current TERM.

5. TERMINATION

Either party may terminate this AGREEMENT at any time without further liability upon providing 90 days' notice in writing to the other party of intent to terminate.

6. IDEMNIFICATION

AUTHORITY shall hold OWNER harmless from liability for damages to person or property resulting from the use of OWNERS's property under this AGREEMENT. For the purpose of the hold harmless, indemnity, and insurance provisions contained in this AGREEMENT, (i) the term "OWNER" shall be deemed to include the City of Ypsilanti and all other associated, affiliated or subsidiary entities, commissions, officers, agents, representatives and employees; and (ii) the term "AUTHORITY" shall be deemed to include the Ann Arbor Area Transportation Authority and all other associated, affiliated or subsidiary entities, commissions, officers, agents, representatives and employees.

7. INSURANCE

Pursuant to Paragraph 6 of this AGREEMENT, AUTHORITY shall maintain, at its own cost and expense, comprehensive general liability insurance. OWNER shall be listed as an Additional Named Insured on such insurance. Such insurance shall be in an insurance company licensed and/or approved in the State of Michigan, which insurance shall be evidenced by certificates and/or policies, as determined by OWNER. All property losses shall be made payable to and adjusted with OWNER.

8. ENTIRE AGREEMENT

This AGREEMENT represents the agreement between the parties hereto and may not be modified, supplemented or amended except in writing as approved by both parties hereto. Neither party shall assign this AGREEMENT without the prior written consent of the other party.

Each provision of this AGREEMENT shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any provision of this AGREEMENT is

invalid or illegal, such decision shall not affect the rest of this AGREEMENT, which shall remain in full force and effect.

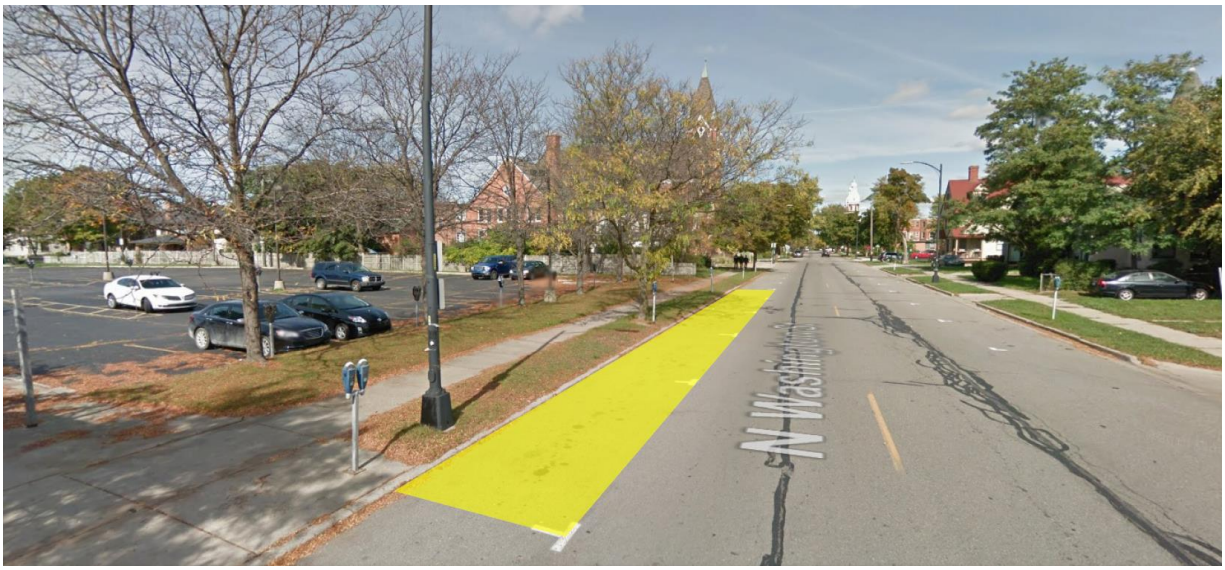
9. GOVERNING LAW AND VENUE
   This AGREEMENT shall be governed accordingly to the laws of the State of Michigan. This AGREEMENT is to be performed in the City of Ypsilanti, County of Washtenaw, State of Michigan, and all legal venue shall exclusively lie therein.

10. CONTACT PERSONS
    AUTHORITY AND OWNER shall each designate an individual or individuals to negotiate required payments or deal with other issues which may arise under this AGREEMENT.

| ANN ARBOR AREA TRANSPORTATION AUTHORITY | CITY OF YPSILANTI |
|---|---|
| _____ | _____ |
| BY: | BY: |
| ITS: | ITS: |
| DATE: _____ | DATE: _____ |

**EXHIBIT A**

PREMISES highlighted in yellow.



# CITY OF YPSILANTI
# TRAFFIC CONTROL ORDER

**DATE:** May 4, 2016 **ORDER NO: 2016-0_**

---

**LOCATION:** N. Washington north of Pearl on the west side of the street.

---

**ORDER:** Remove five (5) parking meters. Strip the pavement and install Two (2) R-90 "Bus Parking Only" signs at the beginning and end of the stripping.

---

**REASON:** To allow for AAATA to have stand-by buses on station to prevent interruption of services if a bus breaks down.

---

Approved by: [redacted]
Ralph A. Lange, City Manager

Prepared by: A. DeGiusti, Chief of Police

---

Date Completed:_____ By:_____

---

cc: Ralph A. Lange, City Manager
Max Anthouard, YFD
Janice Beckett, DPS

Traffic Review Committee:
Nan Schuette, Committee Chair
Stan Kirton, DPS
Bonnie Wessler, Planning
Tony DeGuisti, YPD

BUS
PARKING
ONLY

Resolution No. 2016 – 101
May 10, 2016

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

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

| **NAME** | **BOARD** | **TERM EXPIRATION** |
|---|---|---|
| Briana Mason (reappointment)<br>1000 Huron<br>Ypsilanti, MI 48197 | Planning Commission | 5/1/2019 |
| Conan Malmer (reappointment)<br>913 Pleasant<br>Ypsilanti, MI 48197 | Parks and Recreation Commission | 5/10/2019 |
| Sam Jones-Darling (new appointment)<br>824 Hoyt<br>Ypsilanti, MI 48197 | Human Relations Commission | 5/10/2019 |

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

FROM: Mayor Edmonds

I have met with Sam, and he's attended meetings of the HRC, so I'd like to move him forward as a nominee for the HRC.

**From:** noreply@civicplus.com [mailto:noreply@civicplus.com]
**Sent:** Thursday, April 07, 2016 12:51 PM
**To:** Frances McMullan; Andrew Hellenga
**Subject:** Online Form Submittal: Citizen Advisory Boards and Commissions Participation Resume

# Citizen Advisory Boards and Commissions Participation Resume

*The people of Ypsilanti are involved in their City government and are an important part of the community's achievements. Individuals interested in receiving more information in regards to serving on an advisory board or commission are invited to contact the City Clerk's Office at 734-483-1100. Alternatively, citizens who would like to participate can submit their information in the form below.*

| | |
|---|---|
| Name | Sam Jones-Darling |
| Email Address | [redacted] |
| Address | 824 Hoyt Hall |
| City | Ypsilanti |
| State | MI |
| Zip Code | 48197 |
| Phone Number | [redacted] |
| Fax Number | *Field not completed.* |
| Number of Years in the Community | 1 |
| Ward You Live In | 2 |
| Education | [redacted] |
| Occupation | Student |
| Employer | *Field not completed.* |
| I would like to be considered and could | Human Relations Commission |

| | |
|---|---|
| devote sufficient time to serve on the following board or commission: | |
| Why are you interested in serving on these boards/commissions? | I attended a meeting on March 2016. I have experience serving on many boards both local and statewide. My background is in the LGBT Community, I have helped establish non-discrimination ordinances in a couple Michigan cities. The Human Relations Commission is charged with establishing a climate of acceptance and anti-discrimination throughout the City of Ypsilanti. I believe my background as a former chairperson for a Gay, Lesbian, Straight Education Network chapter and LGBT advocate would bring a positive input to the commission. |
| Work/volunteer experience related to the board or commission: | Chair - GLSEN West Michigan - 2012-2015 Member - Michigan Organization on Adolescent Sexual Health Youth Advisory Board - 2014-2015 Member - Grand Rapids Mayor's Millennials Advisory Board - Feb 2015-Sept 2015 Member - Grand Rapids Public Schools Sex Education Advisory Board - Dec 2014-Sept 2015 Student Senator - EMU Student Government - Sept 2015-Present Member - Michigan Dept of Education HIV Review Panel - 2015-Present Operations Director - Grand Rapids Comm. College Student Government - May 2015-August 2015 Volunteer - Unity Michigan Coalition - 2013-2014 Volunteer - The LGBT Network of West Michigan - 2012-2015 Volunteer/Consultant - Freedom Michigan - 2014 |
| I understand that appointment to a City of Ypsilanti board or commission requires regular attendance at board meetings. | Yes |
| I hereby certify that all of the information above is true. | Yes |

REQUEST FOR LEGISLATION
May 10, 2016

To: Mayor and Council

From: Beth Ernat, Director of Community and Economic Development

Subject: Freighthouse Upgrade Change Orders

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SUMMARY & BACKGROUND: The City Council and the Friends of the Ypsilanti Freighthouse (FOYF) share an ongoing desire to have improvements made to the Freighthouse that would allow for it to be legally and safely used for events on a year-round basis.

In September 2015, a contract was approved by City Council in the amount of $242,800 with Envision Builders. The project budget is approximately $300,000.

Sources of funds:
Capital Improvement Funds - $180,000
City Energy Efficiency Revolving Fund - $40,000
ELG - $25,000
DDA - $35,000
FOYF - $20,000

There have been several surprise issues with construction since the start of the project. The first major issue involved the water main needed to extend service into the building. Due to sand and debris under the building, special tunneling equipment had to be used, adding an additional $7,000 to the project.

Another hurdle has revolved around the SHPO easement on the building. In a typical project, field changes would be accepted and approved by the construction management, but due to the SHPO easement, most field changes require their approval. They do not have a formal system with a time frame for response. Every submittal is at their mercy.

Field changes are anticipated when dealing with a historic building. There have been additions and credits for work performed or not needed. The current (as of 4/27/16) amount of change order work is $13,015.20. This includes changes with the water main, changes to the flooring required for approval, and moving a bathroom drain to work properly.

Most contracts include a ten percent change order limit. That would cap change orders at $24,280. Based on the additional work required for code approval, the proposed change orders will exceed ten percent.

The remaining work to be done includes:

1. Addition of new exit door and stairs
2. Wire mesh and stone installed at full perimeter of platform or under decking sprinklers

3. Fire suppression heads in café
4. Emergency lighting, exit signs, panic bars, evacuation maps, FDC signs
5. Alarm panel and Knox Box work

The required punch list is estimated to exceed $20,000 making total change orders at approximated $35,000. With change orders, the contract is still estimated below the $300,000 budget.

RECOMMENDED ACTION: Staff recommends City Council authorize the City Manager to sign and approve change orders not to exceed $35,000 for the Freighthouse Update project. Over $250,000 has been spent on this update and to not continue at this point would be a waste of $250,000.

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CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: 5/10/2016

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

Resolution No. 2016 - 102
May 10, 2016

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

WHEREAS, The City of Ypsilanti seeks to improve the Freighthouse, a city owned building, to allow for year-round use of the building; and

WHEREAS, the City approved a contract in the amount of $242,800 on September 9, 2015; and

WHEREAS, the City to approve change orders in excess of ten percent but less than the project budget of $300,000.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council seeks to have Its City Manager sign and approve change orders up to and not to exceed the project budget of $300,000 to complete the update of the Freighthouse.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION
May 10, 2016

To: Mayor, Council and City Manager

From: Beth Ernat, Director of Community and Economic Development

Subject: AKT Peerless Environmental Services

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SUMMARY & BACKGROUND: The City of Ypsilanti hired AKT Peerless in June, 2014, through a competitive bid proposal for Brownfield Plan implementation, review, and creation of work plans. The contract continues to be in effect. AKT was also hired to prepare a Draft Documentation of Due Care Compliance (DDCC) in August of 2015. In November of 2015, the City entered into a "not to exceed contract" for soil testing, document reviews and Brownfield services.

The City has received a Phase II environmental assessment, which was partially funded by the Downriver Community Conference, and has received the document search. Based on the newest data provided, an additional 51 soil borings are being recommended to delineate the areas of concern and further study the site. Due to the grant, and the use of overall contract, the work has been approved for the study.

The City is seeking to enter into a contract addendum with AKT for Brownfield services and additional laboratory analysis. AKT is to develop the Act 381 work plan for environmental and non-environmental eligible activities at the Water Street site based on the newest information. Additionally, AKT will provide the TIF analysis for any work plans submitted, and work with State agencies for approval of work plans.

The additional lab analysis is necessary to complete the Phase II study information.
The estimated costs for the services are $17,000; $12,000 for Brownfield and $5,000 for lab work. The $12,000 for the Brownfield work is a retainer for on-going work.

RECOMMENDED ACTION: Staff recommends that City Council approve the City Manager to approve and sign a contract for continuing brownfield services and lab analysis in the amount of $17,000.

ATTACHMENTS: AKT Contract Addendum.

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CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: __5/10/2016_

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

Resolution No. 2016 - 103
May 10, 2016

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

**WHEREAS**, The City of Ypsilanti desires AKT Peerless to provide additional brownfield services and laboratory analysis for the Phase II environmental study approved in November 2015; and

**WHEREAS**, The City of Ypsilanti desires to develop an Act 381 work plan for environmental and non-environmental eligible activities on City owned property; and

**WHEREAS**, the City of Ypsilanti desires to addend its contract with AKT Peerless based on increased study of the Water Street redevelopment area.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council directs the City Manager to approve and sign a contract addendum with AKT Peerless in the amount of $17,000.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

AKTPEERLESS

22725 Orchard Lake Road
Farmington, Michigan 48336
T 248.615.1333
www.aktpeerless.com

May 4, 2016

Ralph Lange
**City of Ypsilanti**
1 South Huron
Ypsilanti, MI, 48197

Subject: Contract Addendum
Water Street Redevelopment Area Brownfield Services and Laboratory Analysis
Ypsilanti, Michigan
Proposal No. PF-19215
AKT Peerless Project No. 8808B

Mr. Lange:

AKT Peerless appreciates the opportunity to present the attached contract addendum to complete Brownfield Services and Laboratory Analysis at the Water Street Redevelopment Area, located in Ypsilanti, Washtenaw County, Michigan.

The following scope of work is an addendum to the existing contract with the City of Ypsilanti. Previously approved funds have been re-allocated to focus on additional subsurface investigation. The following scope of work includes additional brownfield services for eligible activities specific to City owned property. Additionally, the scope of work includes conducting additional laboratory analysis for the Supplement Phase II Environmental Site Assessment (ESA) outlined in AKT Peerless proposal PF-19160.

**Scope of Work**

**Brownfield Services**

- Develop (one) Act 381 Work Plan for environmental and non-environmental eligible activities conducted on City owned Property;
- Review additional environmental information from Supplemental Phase II ESAs;
- Develop environmental eligible activities for City owned parcels;
- Review costs of non-environmental eligible activities for City owned parcels;
- Update tax increment financing table based on new development(s);
- Attend meetings regarding eligible activities with other developers, environmental consultants, engineers, the City, Washtenaw County and State agencies will be completed;
- Complete phone calls and conference calls with the aforementioned entities; and
- Review of State agency response to redevelopment strategies and Act 381 Work Plan submittal.

**Laboratory Analysis for Supplemental Phase II**

- Additional analytical and labor costs associated with the scope of work outlined in AKT Peerless proposal PF-19160 Supplemental Phase II ESA

**Summary of Fees**

| Activity | Proposed Costs |
|---|---|
| Brownfield Services | $12,000 |
| Laboratory Analysis for Supplement Phase II | $5,000 |
| **Total** | **$17,000** |

If you have any questions or need additional information, please contact me at (248) 302-3038 or via email at mccallionj@aktpeerless.com.

Sincerely,

**AKT Peerless**

[redacted]

Jeremy McCallion, LEED AP
Senior Project Manager

Mr. Ralph Lange
**City of Ypsilanti**
Water Street Redevelopment Area – Brownfield and Laboratory Analysis
Proposal No. PF-19215
AKT Peerless Project No. 8808B
Project Cost **$17,000**

ACCEPTANCE: _____

DATE: _____

Resolution No. 2016-104
May 10, 2016

**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: