

1. 7:00 P.M. Historic District Commission Regular Meeting

Documents:

01- 422 N HAMILTON.PDF
02- 32-42 N HURON.PDF
03- 209 PEARL.PDF
04- 100 W MICHIGAN.PDF
05- 302 E CROSS.PDF
06- 305 E FOREST.PDF
07-301 N ADAMS.PDF
08- 201 W MICHIGAN.PDF
09- 314 PEARL.PDF
10- 301 N HAMILTON.PDF
11- HDC CALENDAR OF MEETINGS 2020_DRAFT.PDF
12-HISTORIC DISTRICT 11-12-19 FULL MINUTES.PDF
HDC DECEMBER 10, 2019 FULL PACKET_REDUCED_REDACTED.PDF
00-HDC DECEMBER 10, 2019 AGENDA.PDF



HDC Demolition by Neglect Staff Report- UPDATE

Property Address: 422 N Hamilton

Property History

Resident History

The property served as the Hutting family home for over sixty years. The house, and presumably carriage barn, were built by Joseph Hutting in 1892.¹ Hutting was a carpenter and millwright. He was born in 1862 in Ida, Michigan (Monroe County).² He married Frances Miller from Maybee, Michigan (Monroe County) in 1888.³ It is unclear when the couple moved to Ypsilanti. Joseph Hutting is listed as residing on Ballard Street prior to the construction of his house.⁴ The couple raised four children in the house, Eleonora, Edna, Harriet, and Bernard.⁵ Three additional children did not survive infancy.⁶

Joseph Hutting worked as a carpenter through the mid-1910s before becoming a millwright for Peninsular Paper; a career he retained for twenty-five years. While at home, the Hutting children held a variety of jobs. Eleonora worked as clerk and telephone operator for Michigan Bell, from 1910 through the 1930s. Edna was also a telephone operator- eventually “chief operator” before going back to school in the 1930s to become a nurse at St. Joseph hospital. By 1958 she had achieved a role as supervisor at St. Joseph. Harriet Hutting worked as a phone operator and supervisor for Michigan Bell before marrying George Max and moving out of the house.⁷ Like his father, Bernard Hutting became a millwright for Peninsular Paper.

Frances Hutting died September 1, 1930.⁸ By then most of the children had moved out of the house except for Eleonora and Edna. Joseph Hutting remained in the house until his death in May 1941. Edna

¹ *Ypsilanti Commercial*, “Joseph Hutting has his new house on...” April 15, 1892, 8.

² “Joseph Hutting.” Obituary Files Pre-1980, Ypsilanti Historical Society.

³ Ibid.

⁴ Ypsilanti City Directory 1892, p. 289.

⁵ “Joseph Hutting.” Obituary Files Pre-1980, Ypsilanti Historical Society.

⁶ *Ypsilanti Commercial*, “Theresa, the infant daughter of...” March 10, 1898, 3; S. Luck-Billhart, “Joseph Hutting,” last edited May 9, 2015, <https://www.findagrave.com/memorial/121857499/joseph-hutting>; *Ypsilanti Daily Argus*, “Little Louise Ruth Hutting...” March 12, 1903.

⁷ Ypsilanti City Directory 1920, p.660; 1926 p. 784; “Joseph Hutting.” Obituary Files Pre-1980, Ypsilanti Historical Society.

⁸ Joseph Hutting.” Obituary Files Pre-1980, Ypsilanti Historical Society.

and Eleonora remained in the house into the 1950s. Eleonora died in 1954 and Edna in 1959.⁹ The house was subsequently divided into multiple apartments, which has remained to the present day.

Building History

The property was first depicted on a Sanborn map in 1899. The map shows the footprint of the house had a similar footprint to the present day, however the wrap-around porch had not been installed. The carriage barn was shown as an unlabeled outbuilding with a small one-story attachment on the southwest corner, which is not extant. Between the house and stable was a one-story building that served as Joseph Hutting's carpenter shop that is also not extant. By 1909, the wrap-around porch had been added, the carpenter shop was no longer labeled as such, and the one-story section of the carriage barn appears to have been moved to east of the carpenter shop. This pattern remained as late as 1916. As of 1927 the carriage barn had been converted to a garage; the smallest of the three outbuildings had been removed, and the north side of the carpenter shop appears to have been opened; perhaps being used as open storage. By the mid-1960s the carpenter shop had been removed and the house had been converted to apartments. The carriage barn is the only outbuilding extant.

Property Significance

The property is contributing to the district under Criterion C, for significance in architecture. The Queen Anne-style house was erected by a local carpenter for his family home. The carriage house on the property was one of several outbuilding the family used in their daily lives and contributes to the setting and context of the property.

Demolition by Neglect Timeline

- 9/18/2017 The HDC approved work for the house and carriage barn. Plans for the carriage barn called for its conversion to an accessory dwelling unit.
 - To-date, work has been completed on the house but not the carriage barn.
 - Work approved in 2017 is now considered expired. The applicant should reapply for HDC approval before completing work on the carriage barn.
- 7/9/2019 Commissioner Schmiedke stated during the Property Monitoring section of the HDC meeting that the carriage barn appears to be a case of demolition by neglect.
 - Staff monitored the property for deterioration over the summer months.
 - Notable deterioration included the leaning structure and signs of weakness in the roof.
- 10/9/2019 Staff observed severe sagging in the roof, opening to full holes. The deterioration of the roof combined with the leaning of the structure indicate that if changes were not made, the building may be demolished by neglect.
- 10/11/2019 Staff sent the owners a Notice to Appear at the HDC meeting on November 12, 2019 where the HDC would make a determination if the property is a case of Demolition by Neglect. The notice was sent via certified mail.
- 10/17/2019 Notice was delivered to property owner.

⁹ Old Bones, "Eleonora C. Hutting," last modified May 15, 2011, <https://www.findagrave.com/memorial/69857354/eleonora-c-hutting>; "Edna M. Hutting," last modified May 15, 2011, <https://www.findagrave.com/memorial/69857460/edna-m-hutting>.

- 11/5/2019 The property owner applied for work on the building that appears to potentially resolve the structural and deterioration issues of the building.
- 11/12/2019 The HDC approved said work to the property and tabled the Demolition by Neglect discussion for an update on the property. See 11/12/2019 minutes for full discussion. Specifically, the owners were approved to:

Stabilization of the carriage barn structure as described by the property owner in order to straighten and return the building from being out of plumb using a variety of methods et.al as explained; to mothball the building and remove the vegetation; and reroofing with an OSB underlayment and Heritage Tamko dimensional shingles in "Weathered Wood." Flashing and drip edges shall be dark brown. Ventilation shall be achieved through ridge and deck vents.

- 11/27/2019 The owner provided staff with updates to show that the vegetation had been cleared from the building, interior stabilization using chains had been undertaken, and work to start on the interior roof structure soon.

Next Steps

The HDC shall review the work completed by the property owners thus far and make a determination if the resource is threatened with demolition by neglect. The HDC may request an official from the Building Department inspect the resource to gain more information about its condition. If the resource is found to be a case of demolition by neglect, then the owners must appear at an HDC meeting to discuss a timeline for repair. If the owners fail to adhere to the timeline, the HDC may take legal action to ensure the repairs are made.

Items to be Addressed

These items were identified by staff observation as having potential to demolish the resource by neglect

- A leaning structure.
- Sagging roof with large holes forming.

Recommended Motions:

Move to determine that the outbuilding at 422 N Hamilton is in danger of demolition by neglect and to require the owner to appear before the Historic District Commission on November 26, 2019 to determine a timeline for repair.

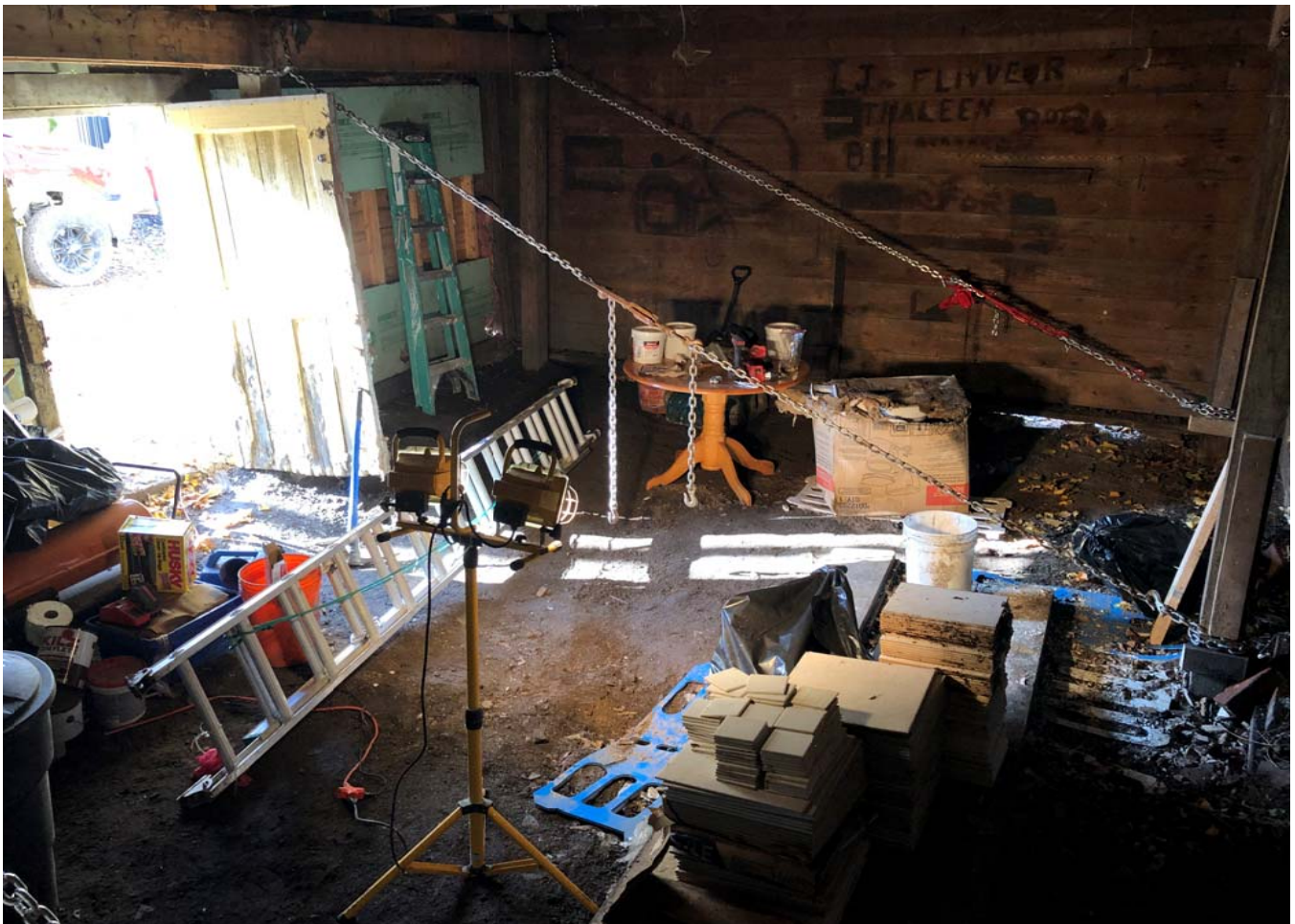
Move to table the discussion of demolition by neglect for the outbuilding at 422 N Hamilton. The property owner will be notified to appear at the meeting where the status of the building is discussed.

Move to determine that the outbuilding at 422 N Hamilton is not in danger of demolition by neglect.



Photos from property owner: 11.27.2019

At left: Photo of carriage barn before vegetation was removed.



Interior structural supports.



Photo showing building after vegetation has been removed.



HDC Work Permit Staff Review

Property address: 32-42 N Huron

Property History: The property includes a parking lot behind (east) of 32-42 N Huron. The parking lot is accessed by an alley.

Date of Application: November 18, 2019

Date of Review: November 19, 2019

Date of Meeting: December 10, 2019

Proposed work: Change hillside retaining wall from railroad ties and brush to boulders.

Materials: Boulders, gravel, dirt, ornamental plants and two trees.

Staff review:

1. The hillside was historically held in by railroad ties and overgrown vegetation. In order to curb erosion and protect the parking lot, the applicant sought to construct a new retaining wall.
2. According to the applicant, steel piling and concrete were considered as options, but had challenges that made them not feasible (see application for full descriptions).
3. Ultimately, natural boulders were used to retain the hillside. A bed of perianal plants and two trees were planted at the top of the hill to form a natural barrier and prevent vehicles from in avertedly going over the hill.
4. In staff opinion, the work completed is compatible with the historic district and does not diminish the historic integrity of the property.

Recommended Motions:

Move to issue a Notice to Proceed for work already completed at 32-42 N Huron, as submitted in the application dated

1. Use property for original purpose or provide compatible use with minimal alteration.
2. Do not destroy original character. Do not remove or alter historic material or features.
3. Do not imitate earlier styles.
4. Preserve significant changes acquired over time.
5. Preserve distinctive features.
6. Repair, don't replace. Replacements shall match original.
7. Clean building gently—no sandblasting.
8. Preserve archaeological resources.
- 9. Contemporary designs shall be compatible and shall not destroy significant original material.**
10. New work shall be removable.

November 18, 2019, for construction of a boulder retaining wall with landscaping.

Relevant Secretary of the Interior's Standards:
#9

Prepared by:
Scott E. Slagor, Preservation Planner



City of Ypsilanti
Historic District Commission
Work Permit Application

One South Huron • Ypsilanti, MI 48197
Phone: (734) 483-9646 • Fax: (734) 483-7260
www.cityofypsilanti.com

OFFICE USE ONLY

Date Filed:

Meeting Date:

Action Item/Study Item

To complete this application:

1. Complete this form.
2. Attach the following documents:
 - a. Photo(s) showing all locations where work is proposed (can be emailed).
 - b. Catalog cut sheets or similar details for windows, doors, light fixtures, and any other manufactured or preassembled components—this includes information from catalogues, professional quotes, or websites (can be emailed).
 - c. Dimensioned drawings of any new construction or modifications to existing structures, including awnings and signs.
 - d. A sketch plan, if proposal is for work on the grounds and not just the main structure (e.g., installing a new driveway, fence, or shed). This can be drawn on a scaled copy of a mortgage survey.
3. Applications and materials must be received by the Building Department **no later** than 4pm on the Tuesday one week prior to the meeting.

INCOMPLETE APPLICATIONS WILL NOT BE PLACED ON THE AGENDA

Property

Address

32 - 42 North Huron

Applicant

**If applicant is not owner of property, a written statement from the owner authorizing this application must be included.*

Name

32-42 N Huron LLC

Address

[Redacted]

City

Ann Arbor

State

Michigan

Zip

48105

Phone / Fax

[Redacted]

E-Mail

[Redacted]

Contractor

Contractor Name & Contact Info

Stempky Gardens LLC

Type of work

☐ Roofing

☐ Window/Door
Replacement

☐ Porches

☐ Sign

☐ Fence (or other sitework)

☐ Painting

☒ Other

☐ Application Amendment

Complete Description of Proposed Work:

BACKGROUND

The former retaining wall was built out of railroad ties. The ties were between 30 & 60 years old and had lost their structural integrity. There was no landscaping, just junk trees. The junk trees were all that was holding the dirt and the remaining pieces of the rotted railroad ties in place. The project was to save the parking lot by replacing the deteriorated railroad tie retaining wall.

RESEARCH

The original plan was to use steel piling or concrete and then cover the structural material with earth & plantings.

-The concrete option was ruled out due to cost. Also this option would have destroyed much of the existing parking lot installing dead-man anchors

- The steel piling option was also ruled out due to cost. Soil borings indicated the area at the back of the existing parking lot was built up using fill mixed with rubble. The rubble may have prevented the use of steel pilings. The pilings would have to be quite deep to reach undisturbed soils to gain the required wall strength. The contractor was also concerned with driving pilings directly under electrical wires.

CONCLUSION

Once the concrete and steel piling options were ruled out we determined stone was the only viable option. (As an aside, the drive down to Riverside Park is also lined with stones.)

Materials (for paint include color chips or samples with application):

Boulders, gravel and dirt.

Flowers to dress up the appearance of the boulder area.

Landscaping grass & 2 trees were installed on the top as a visual & safety barrier.

Permit Application Fee (action items only)

The fee is \$45 for the first \$3,000 in construction cost plus \$5 for every additional \$3,000 of construction cost. There is a flat fee of \$10 for painting only. *An additional fee of \$50 applies to HDC work started without the applicable permit.*

Construction Cost:

Permit fee:

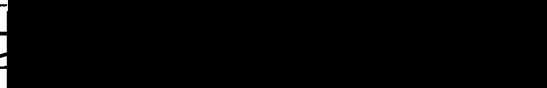
\$22,490

\$45 + \$50 + \$35 = \$130

Signature

I hereby attest that the above information is accurate. I am authorized to and grant permission to the City of Ypsilanti staff to be on the subject property for the purposes of preparing staff reports and/or evaluating this application.

I further affirm that this property has, or will have before the proposed work is completed, a fire alarm system or smoke alarm complying with the Stille-DeRossett-Hale single-state construction code, PA 230 of 1972, as amended.

Signature: 

Date:

11/08/19

Print Name:

Lawrence R Yapp

If you have questions about what the HDC generally permits or does not permit, or what they need to see in an application to render a decision, please call the office at 734-483-9646 or view our factsheets online at cityofypsilanti.com/hd.

All other necessary approvals and permits must be acquired before beginning work.



08/19/2017 3:40 PM





08/20/2017 4:24 PM



08/20/2017 4:24 PM



08/20/2017 4:25 PM



08/20/2017 4:25 PM



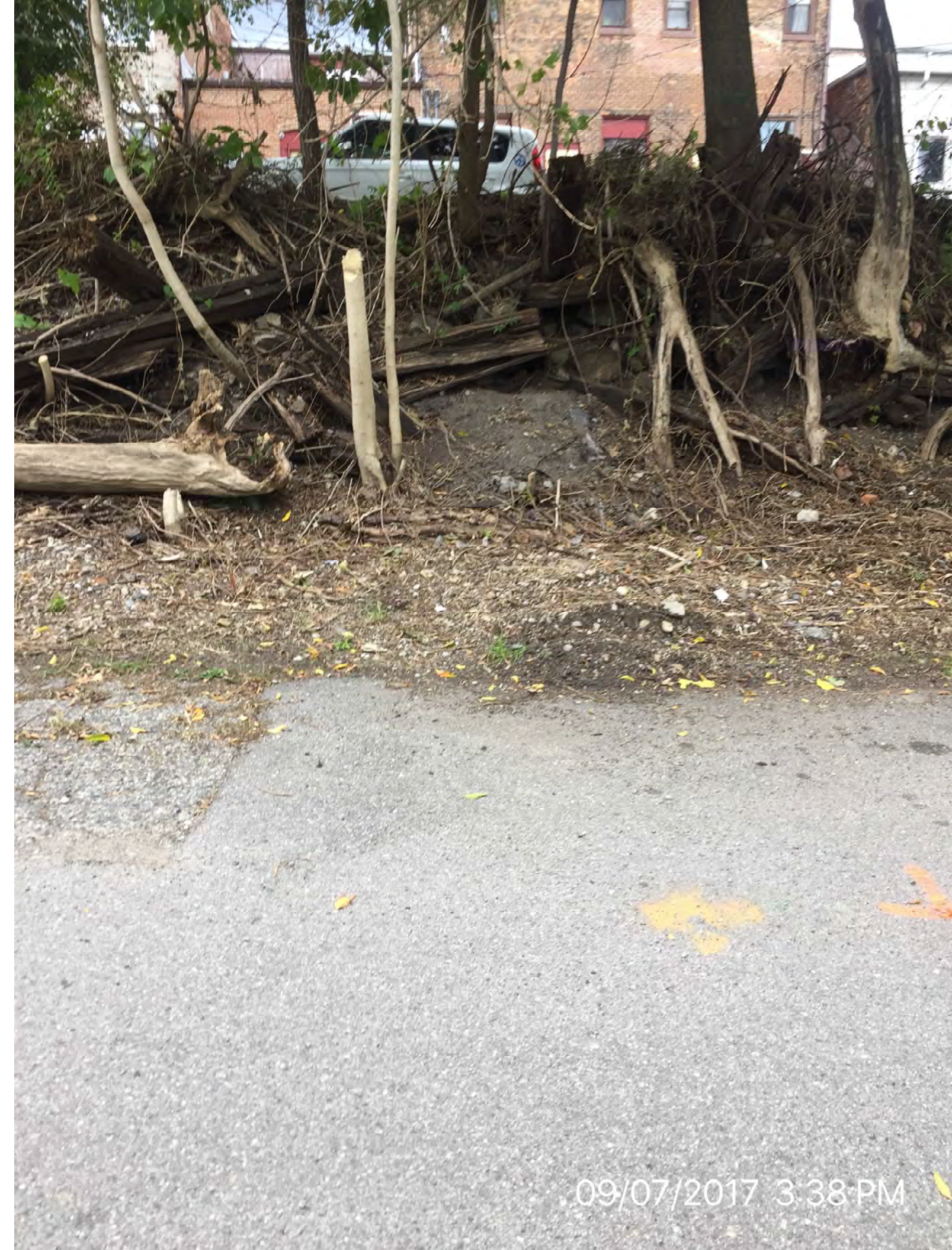
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12/01/2017 9:52 AM



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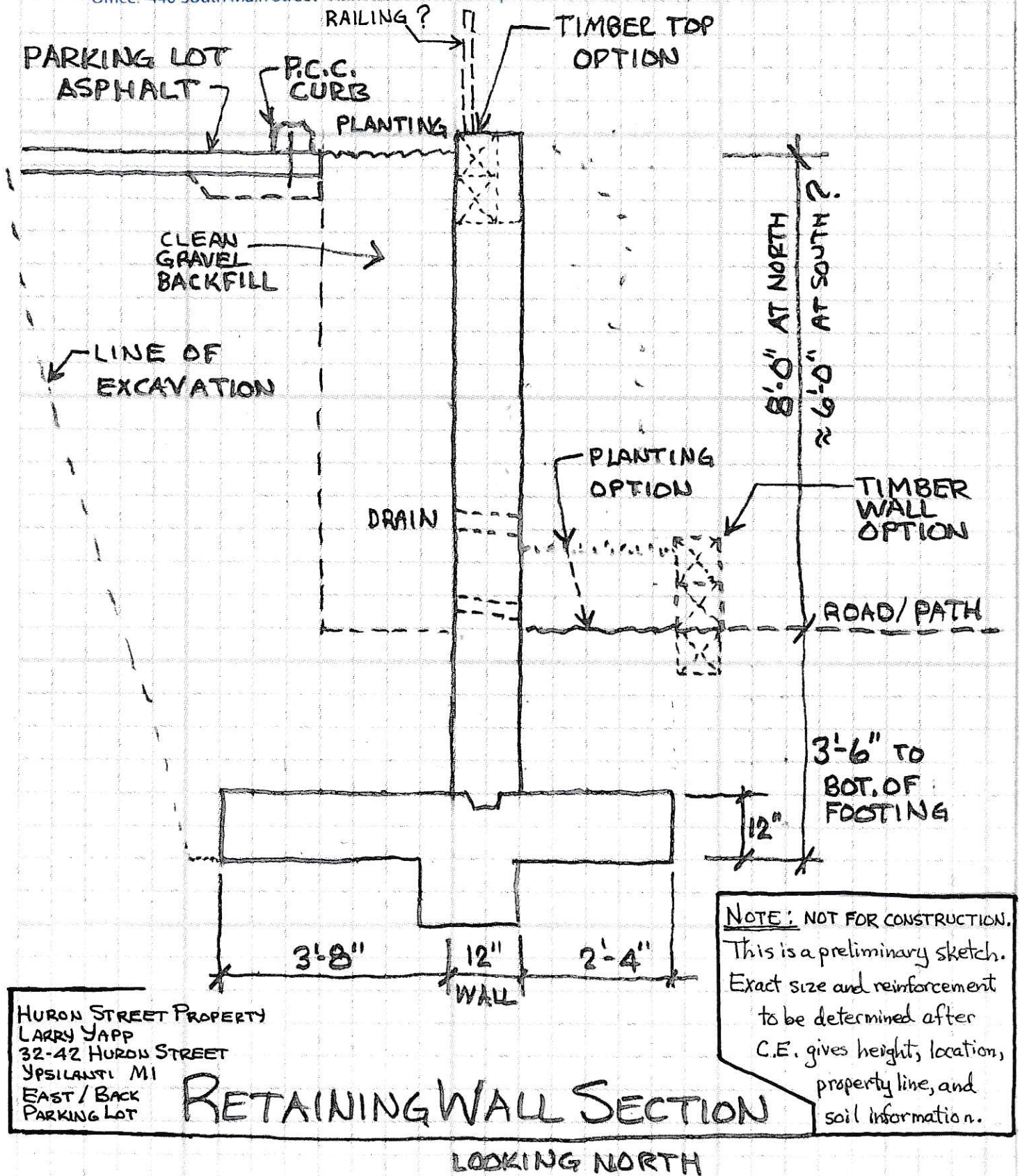
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06/02/2018 5:47 PM



09/27/2018 6:20 PM





2820 E. Michigan Ave. • Ypsilanti • Michigan 48198 • (734) 528-3100 • (734) 528-2478 Fax

August 24, 2017

VIA e-MAIL: [REDACTED]

Mr. Lawrence R. Yapp, C.P.A.

[REDACTED]
Ypsilanti, MI 48197

REF: 38 N. Huron Street Retaining Wall Project
Ypsilanti, MI
SUB: *Permanent Steel Sheet Piling Preliminary Pricing*

Dear Mr. Yapp:

The Niemi Corporation is pleased to have this opportunity to provide you with some preliminary pricing for a permanent steel sheet pile wall being considered along the existing rear parking lot at your property located along N. Huron Street in downtown Ypsilanti, Michigan. Our proposal is based upon:

- Information contained in your e-Mail from August 20, 2017, 12:46 PM.
- Our on-site meeting of August 21, 2017.

Based on our initial understanding of the project, you would like to install a permanent retaining wall along the earthen slope located on the east side of an existing parking lot along an alleyway. The retained wall height appears to be approximately 7-feet and the overall wall length will likely be approximately 42-feet.

A cast-in-place reinforced concrete retaining wall proposal has already been provided by others, but you would like to get pricing from The Niemi Corporation for a permanent steel sheet pile retaining wall to consider.

Unfortunately, as you are already aware, there are a series of existing overhead electrical power lines that run directly overhead and in line with the proposed retaining wall. As discussed, MI-OSHA requires us to maintain a minimum of 10'-away from energized power lines, and even a greater distance if the voltage in the lines is 50-kV or greater.

We highly recommend that an on-site meeting be conducted with representatives of DTE Energy to see if the lines need to be insulated/wrapped even if we can maintain the proper clearance to prevent arcing while we are working in the proximity. There is also an electrical transformer mounted to one of the power poles. We would need to find out how close we could safely work to it.

In order to attempt to maintain proper clearance from the power lines, we would utilize our Movax Sonic Sidegrip SP-100 vibratory pile driver which is mounted on a Cat 336-EL excavator. This requires much less working headroom than a crane and suspended vibratory pile hammer. We are assuming that the existing soil conditions are such that this SP-100 unit can successfully drive the sheet piles to the required depths.

Mr. Lawrence R. Yapp, C.P.A.

August 24, 2017

Page 2

Also, we recommend that some soil borings be performed and logged in order to find out what exactly the soil properties are, so a proper engineered sheet pile wall can be performed.

In order to maximize a safe working clearance from the wires, we are assuming that shorter sheets will need to be utilized along with a deadman/tieback system to minimize wall deflection.

We have attached a preliminary conceptual drawing of what we think the final wall design may resemble. We are basing our preliminary pricing on this drawing.

In order to keep costs down, our pricing is based on utilizing used hot-rolled PZ-22 steel sheet piling that is currently in our yard inventory. We have attached a spec sheet on the PZ-22 section for your review.

We have also solicited an estimate from Mr. Matt Desjardins, P.E. of SME, Inc. for SME to perform two (2) 25'-deep soil boring logs and provide a stamped/sealed engineering design for the permanent wall.

Pricing-

Soil Borings & Engineering Design Costs

Perform Two (2) Soil Borings and Provide Logs:	\$ 3,000.00
Engineering Calculations & Design of a Permanent Steel Sheet Pile Wall:	\$ <u>3,200.00</u> to \$5,700.00
Estimated Cost:	\$ 6,200.00 to \$ 8,700.00

Matt Desjardins provided the above range of pricing for the design, depending upon how complicated the design becomes.

Permanent Steel Sheet Pile Wall Costs

Mobilization/Demobilization:	\$ 3,600.00
Furnish and Install 51.33-wall feet of Used PZ-22 x 12' to 15'-long Steel Sheet Piling:	\$ 23,400.00
Furnish and Install Three (3) Sets of Deadmen, Tierods, 64-LFT Waler System:	\$ 9,100.00
Furnish and Install a Steel Channel Sheet Pile Cap:	\$ <u>4,100.00</u>
Estimated Cost:	\$ 40,200.00

The above pricing may be subject to change based on the results of the soil borings and the final approved engineered design.

Terms & Conditions-

The following is *included* in our pricing:

- All applicable State of Michigan Sales & Use taxes.
- One (1) mobilization and continuous operation for the installation of the sheet pile wall.
- Furnishing used steel sheet pile materials that are currently in our yard inventory.
- Installing all steel sheet piles utilizing a vibratory pile hammer, per normally accepted industry standards.
- Furnishing and installing new tieback, waler, fastener materials.
- Utilizing interlocking sheet piling corner connectors for the 90° corner shown in the wall layout.
- Trimming the tops of the installed sheet piling to the proposed finish grade elevations and patching any exposed handling holes.
- Furnishing and installing a new steel channel cap to the main wall steel sheet piling.
- Working 1st shift, 8-hours/day, Monday-Friday.

The following is *excluded* from our scope:

- Coating or painting of any steel.
- Surveying, layout, staking, grades, and monitoring.
- As-builts.
- All benching, pre-excavation, excavation, trenching, backfilling and compaction.
- All dewatering, pumping, and water control.
- Obstruction removal, or any downtime/delay time related to encountering obstructions.
- Noise and vibration monitoring.
- Pre-construction condition surveys, including photography and video taping of adjacent structures.
- Utility locating, exposing, relocating and protection. The Niemi Corporation will not be held responsible for any and all damages due to striking any unmarked, mismarked and/or unknown underground utilities.
- Any required soft-digging/hydro-excavation required to expose underground utilities or structures.
- De-energizing and/or shielding of any overhead electrical and communication lines. All MI-OSHA clearances with our equipment and materials will have to be maintained.
- Traffic control, barricading.
- Permits and bonds.
- Site, landscaping and pavement restoration.
- Street sweeping and dust control.

If contaminated ground conditions are encountered, that require specialized training and/or a higher level of protection than our standard protective personal equipment, additional charges may apply.

This proposal is based upon us entering into a mutually agreeable subcontract form with mutually agreeable payment terms. Our proposal with its complete terms and conditions and other qualifications will have to be incorporated into the subcontract agreement.

Mr. Lawrence R. Yapp, C.P.A.

August 24, 2017

Page 4

We appreciate the opportunity to provide you with our proposal and look forward to discussing it with you further. Meanwhile, if you require any additional information please do not hesitate to contact the undersigned.

Very truly yours,

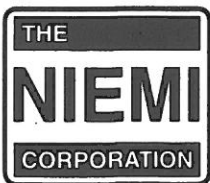
THE NIEMI CORPORATION

A large black rectangular redaction box covering the signature of Daniel J. Niemi.

Daniel J. Niemi
President

attachments – PZ-22 spec sheet
Preliminary/conceptual sheeting wall sketch

TNC Quotation No.: 17078-10



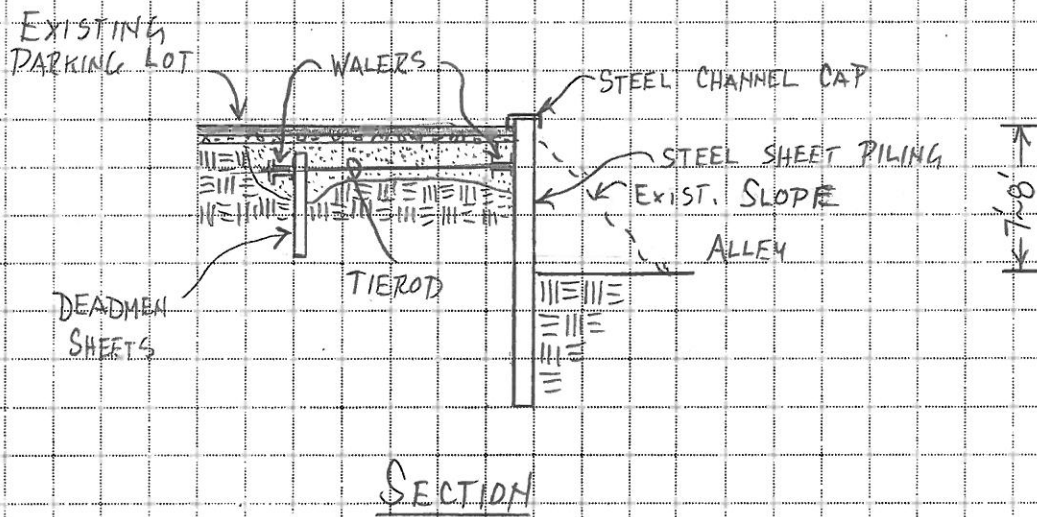
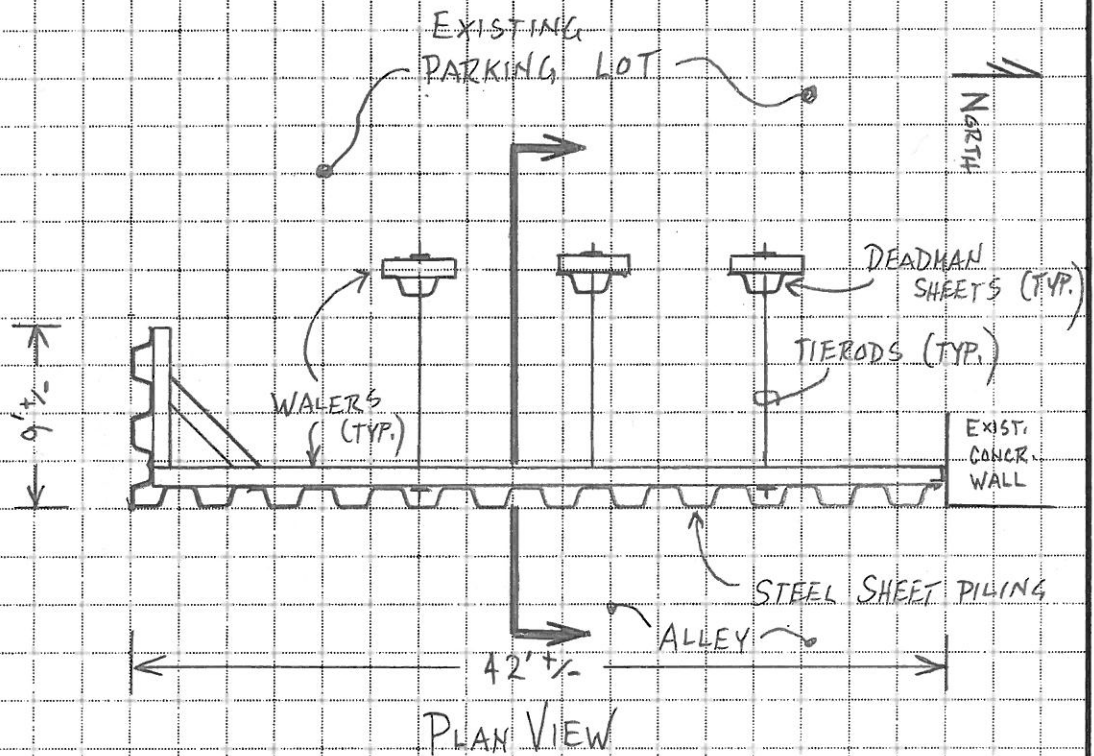
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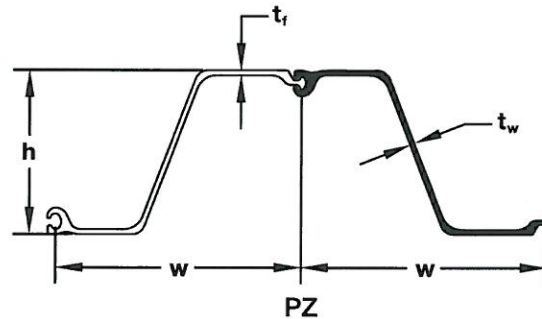
2820 E. Michigan Ave.
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www.niemicorp.com

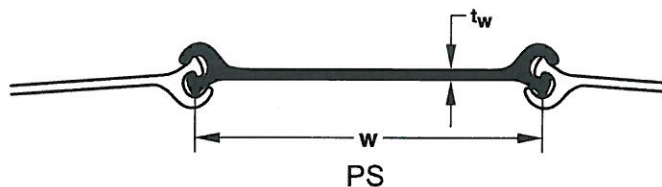
Piling, Earth Retention, Marine & Deep Foundation Contractors

JOB LAWRENCE YAPP - YPSILANTI PROPERTY
SHEET NO. 1 OF 1
CALCULATED BY DJN DATE 08-24-17
CHECKED BY _____ DATE _____
SCALE 1" = 1'-0"





SECTION	Width (w) in (mm)	Height (h) in (mm)	THICKNESS		Cross Sectional Area in ² /ft (cm ² /m)	WEIGHT		SECTION MODULUS		Moment of Inertia in ⁴ /ft (cm ⁴ /m)	COATING AREA	
			Flange (t _f) in (mm)	Wall (t _w) in (mm)		Pile lb/ft (kg/m)	Wall lb/ft ² (kg/m ²)	Elastic in ³ /ft (cm ³ /m)	Plastic in ³ /ft (cm ³ /m)		Both Sides ft ² /ft of single (m ² /m)	Wall Surface ft ² /ft ² of wall (m ² /m ²)
PZ 22	22.0 559	9.0 229	0.375 9.50	0.375 9.50	6.47 136.9	40.3 60.3	22.0 107.4	18.1 97.3	21.79 1177.4	84.38 1350.5	4.48 1.37	1.22 1.22
PZ 27	18.0 457	12.0 305	0.375 9.50	0.375 9.50	7.94 168.1	40.5 60.3	27.0 131.8	30.2 1620	36.49 1961.9	184.20 25200	4.48 1.37	1.49 1.49
PZ 35	22.6 575	14.9 378	0.600 15.21	0.500 12.67	10.29 217.8	66.0 98.2	35.0 170.9	48.5 2608	57.17 3073.5	361.22 49300	5.37 1.64	1.42 1.42
PZ 40	19.7 500	16.1 409	0.600 15.21	0.500 12.67	11.77 249.1	65.6 97.6	40.0 193.3	60.7 3263	71.92 3866.7	490.85 67000	5.37 1.64	1.64 1.64



SECTION	Width (w) in (mm)	Web (t _w) in (mm)	Maximum Interlock Strength k/in (kN/m)	Minimum Cell Diameter* ft (m)	Cross Sectional Area in ² /ft (cm ² /m)	WEIGHT		Elastic Section Modulus in ³ /sheet (cm ³ /sheet)	Moment of Inertia in ⁴ /sheet (cm ⁴ /sheet)	COATING AREA	
						Pile lb/ft (kg/m)	Wall lb/ft ² (kg/m ²)			Both Sides ft ² /ft of single (m ² /m)	Wall Surface ft ² /ft ² of wall (m ² /m ²)
PS 27.5	19.69 500	0.4 12.2	24 4800	30 9.14	8.09 171.2	45.1 67.1	27.5 134.3	3.3 54	5.3 221	3.65 1.11	1.11 1.11
PS 31	19.69 500	0.5 12.7	24 4800	30 9.14	9.12 193.0	50.9 75.7	31.0 151.4	3.3 54	5.3 221	3.65 1.11	1.11 1.11

- * Minimum cell diameter cannot be guaranteed for piles over 65 feet (1981 m) in length.
- * Minimum cell diameter cannot be guaranteed if piles are spliced.
- * 58 Piles are needed to make a 30 foot diameter cell.



The Kramer Building
43980 Plymouth Oaks Blvd.
Plymouth, MI 48170-2584

T (734) 454-9900

www.sme-usa.com

September 5, 2017

Mr. Larry Yapp
[REDACTED]
[REDACTED]
[REDACTED] [REDACTED]

RE: Proposal for Geotechnical Evaluation Services
32 N Huron St – Timber Wall Distress
Ypsilanti, Michigan
SME Proposal No. P02643.17

Dear Mr. Yapp:

SME is looking forward to teaming with you on the subject project to evaluate the site for replacement of a the existing deteriorated retaining walls . We submit this proposal in response to our recent site visit and our conversations with you. The purpose for our site visit was to observe the existing condition of the retaining wall and evaluate the site for access with our drilling equipment.

PROJECT DESCRIPTION

The project site is located at 32 N Huron St in Ypsilanti, Michigan. The site is located along the east side of N Huron St, just north of E Michigan Ave. An existing residential structure is located at the site, which we understand is owned by you and leased to others. There is an asphalt-paved parking lot behind the building (on the east side), which is elevated compared to existing site grades to the east. The grade separation is currently maintained by a timber wall sloped at approximately a 1V:1H angle. A roadway travels along the front (toe) of the wall leading down the sloping area to a park that is east of the site. A gravel/concrete road leads into the property from the entrance off of E Michigan Ave to the south.

The timber wall separating the road from the parking area appears to be in poor condition as the wood sections are displaced in many areas and there are trees/other vegetation growing along the wall. We understand that you intend to remove the wall and reconstruct a new retaining wall to maintain the integrity of the asphalt parking lot behind the property. You requested that SME explore the subsurface conditions at the site to develop geotechnical recommendations for the new retaining wall/structure construction.

SCOPE OF SERVICES

Based on our understanding of the project, our scope of services will include the following:

1. Contact the MISS DIG system to clear and mark the locations of public underground utilities at the site prior to performing the field exploration.

2. Coordinate the closure of parking spaces with you (as necessary) adjacent to the retaining wall for drilling the soil borings.
3. Mobilize a truck-mounted drill rig to the site to drill two (2), 15-foot deep borings in the existing parking area and/or roadway near the toe of the wall, for a total of 30 lineal feet of drilling. We will obtain split-spoon soil samples in each boring at about 2.5-foot intervals. We will record groundwater levels in the borings during and immediately after drilling. After completion of drilling, we will backfill the boreholes with excess auger cuttings. Therefore, we will not be obtaining long-term groundwater levels for this evaluation.
4. Perform laboratory tests including visual soil classification on recovered samples along with moisture content and strength properties of recovered cohesive samples.
5. Review the soil and groundwater conditions, perform engineering calculations (as required), and develop engineering recommendations that will be internally peer-reviewed by senior SME engineering staff.
6. Summarize our findings in a geotechnical report that will include:
 - a. Descriptions of the site conditions, project information, and evaluation procedures.
 - b. Descriptions of the soil and groundwater conditions encountered in the borings.
 - c. Descriptions of the field and laboratory testing programs and an interpretive analysis of the results.
 - d. General recommendations for the reconstruction of the retaining wall, which may include constructing a concrete gravity retaining wall, a mechanically-stabilized-earth (MSE) wall, gabion basket wall, etc. as a permanent earth retention system for protection of the parking lot behind the wall. [Please note our scope of work does not include the design of such elements at this time. Once you have reviewed our recommendations, SME would be pleased to provide the project team with required design services, if desired.]
 - e. A boring location plan.
 - f. Logs prepared for each boring that will include a description of the soils encountered and the results of the field and laboratory tests.

ASSUMPTIONS AND LIMITATIONS

We made the following assumptions preparing our scope of services and professional services fee:

1. Client will provide or obtain right-of-entry for SME to conduct the evaluation.
2. Client to furnish SME information on any known private underground utilities on the site prior to performing the field exploration at the site. SME is not responsible for damage to utilities not clearly marked and staked by the Miss Dig system or indicated on plans provided to SME.
3. The site is accessible to our truck-mounted drilling equipment. We have not budgeted to use an all-terrain-vehicle (ATV) to drill the borings.
4. Ground surface elevations at the boring locations will be interpolated by SME to the nearest one foot using the site topographic drawings, if available, that are provided to us. Otherwise, the borings will reference depth from existing grade.
5. Care will be exercised to reduce potential damage to existing ground surface areas during the field exploration. However, our fee does not include time or expenses associated with the repair of damage to lawns, landscaping, pavements, soft ground and other areas that may be disturbed during the field exploration. We will attempt to limit damage to these areas.

6. We will perform the field exploration Monday through Friday during normal business hours. Additional fees will be required for field services required by Client or others during off-hours or weekends.
7. Due to soil transport regulations and environmental implications, we will not remove excess soil cuttings generated from the field exploration. We will backfill the boreholes with excess auger cuttings and leave excess soil on-site in areas designated by the Client.
8. Client will inform us of any known environmental site conditions which could affect the health and safety of our drill crew. We will report unusual odors and colorations of the soil or groundwater observed in the borings. Environmental sampling and analytical testing would be required to evaluate the presence of contamination, but is beyond the proposed scope of services. SME would be pleased to assist with environmental services, should you desire.

Although SME offers other services for the project, our proposed scope of services for the geotechnical evaluation does not include the following:

- Additional drilling due to unsuitable soils
- Coring or probing of bedrock
- Surveying or GPS-related services
- Preparation or review of plans and specifications
- Environmental assessments
- Construction material services
- Time for meetings or significant consulting time after transmittal of our report

PROFESSIONAL SERVICES FEE

Based on the scope of services outlined above, our lump sum fee is **\$2,800**. If further services are required for this project that go beyond the scope of services outlined in this proposal, additional fees will be required and we will contact you. We require a retainer of \$1,400 prior to start of our work.

SCHEDULE

We have tentatively scheduled the field exploration (drilling) to take place on September 11, 2017. The field exploration should take about one day to complete. We can provide the final report within about 10 business days after completion of the field exploration. However, draft boring logs and preliminary recommendations can normally be provided within about 5 business days of completion of the field exploration, if desired. Please contact us if this proposed schedule does not meet your needs.

AUTHORIZATION

Please sign and provide the appropriate information on the attached SME General Conditions (03/15) sheet where space is provided and return a copy to SME along with the retainer. Attached is form if you wish to pay by credit card.

We look forward to teaming with you on this project. If you have questions concerning our scope of services or our fee, please contact us.

Sincerely,

SME



Alex Kuisell, EIT
Senior Staff Engineer

Timothy H. Bedenis, PE
Principal Consultant

Attachments: Important Information about this Geotechnical Engineering Proposal
SME Special Conditions for Drilling and Excavation (03/15)
SME General Conditions – Commercial (03/15)
SME Credit Card Payment Form

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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SME SPECIAL CONDITIONS FOR DRILLING AND EXCAVATION

- 1. RIGHT TO SUBCONTRACT:** SME reserves the right to subcontract for drilling, excavation of test pits, clearing and grubbing for site access, traffic control, and other instrumentation or services necessary to perform the services required by the Agreement.
- 2. RIGHTS OF ENTRY:** CLIENT shall provide any necessary rights of entry for SME, including its agents, staff, contractors or subcontractors, to access the site to perform all acts, studies, and research, including tests and evaluation, pursuant to the agreed services. CLIENT shall inform SME of any special requirements as a condition upon such rights of entry.
- 3. PERMITS AND LICENSES:** CLIENT shall secure all required permits, except specific permits identified in Agreement as being secured by SME. SME shall hold and maintain all necessary business and professional licenses, registrations, and accreditations necessary to perform its services.
- 4. UNDERGROUND UTILITIES AND STRUCTURES:** SME will take reasonable precautions to avoid damage to subterranean structures or utilities, including contacting the appropriate One-Call system for utility clearance. Unless otherwise identified in the Agreement, CLIENT is responsible for identifying all subterranean structures or utilities in the area of evaluation and sharing that information with SME prior to commencement of the field exploration. CLIENT agrees to furnish SME with all information identifying the type and location of utility lines and other man-made structures located beneath the surface of the site in the proposed work area. CLIENT will also locate all known private underground utilities at the site prior to SME performing the field exploration. CLIENT agrees to defend, indemnify and hold SME harmless from all claims, liability, and expense associated with alleged damage to subterranean utilities or structures, except if such damage was caused by SME's sole negligence.
- 5. SITE PLANS AND SURVEYS:** CLIENT will provide available project site plans and surveys, preferably in digital format (AutoCAD compatible format), and provide topographical information, if available. The accuracy and proximity of survey control provided by CLIENT will affect the accuracy of test locations and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.
- 6. TEST LOCATIONS:** If unanticipated site conditions or site conditions not made known to SME prevent access to locations specified in the Agreement, then SME may deviate a reasonable distance from proposed test locations. If CLIENT objects, then SME shall have the right to reasonable adjustment of its fees and time for performance.
- 7. FIELD SERVICES SCHEDULE:** Field services will be performed Monday through Friday, except on holidays, and during normal business hours unless noted otherwise in the Agreement. Additional fees may be required for field services provided on weekends and holidays, or at times other than normal business hours.
- 8. RESTORATION:** CLIENT recognizes that some damage to the site may occur in the normal course of our services. SME will exercise reasonable care to mitigate damage from drilling or excavation equipment to lawn, landscape, pavement, or soft ground. Unless otherwise stated in the Agreement, our fee does not include time or expenses associated with the repair of wheel ruts, track marks, or other damage such as crop damage. Due to the potential applicability of environmental and transportation regulations, excess soil cuttings generated from drilling activities will not be removed from the site by SME. Unless otherwise noted in the Agreement, the boreholes will be backfilled with auger cuttings and/or bentonite, and excavations will be backfilled with excavated material. Asphalt coldpatch or quick-setting concrete will normally be used to repair existing pavement areas flush to the existing grade. Core holes in concrete floors and bridge decks will be filled with quick-setting concrete flush to the existing floor surface. Excess soil will be left on-site at the locations of the boreholes or excavations, placed in nearby greenway areas, or containerized as appropriate for site and environmental conditions.
- 9. VARIATIONS IN SUBSURFACE CONDITIONS AND INTERPRETATION OF SME DATA:** CLIENT recognizes that subsurface conditions on the site may vary from those encountered at the locations where borings, surveys, or explorations are made by SME and that the data, interpretations and recommendations of SME are based solely on the information available to SME. SME will not be responsible for the data generated by others or interpretations and recommendations by others based upon the data and information developed or provided by SME.
- 10. SURFACE MATERIALS:** Unless otherwise noted in the Agreement, SME will obtain approximate thickness measurements of surficial materials, such as pavements, aggregate base, and topsoil, at the time of the exploration. These measurements are considered approximate since some mixing of surficial materials and the underlying subgrade can occur. Additional evaluation methods and additional fees would be required to obtain more precise measurement of surface materials.
- 11. TRAFFIC CONTROL:** Unless otherwise noted in the Agreement, SME will be responsible for supplying such signs, barricades and traffic control personnel as may be needed for safe drilling or excavation operations.

12. SAMPLE DISPOSAL:

- a. Unless otherwise requested in writing by CLIENT, SME will dispose of soil samples submitted to SME's laboratories 60 days after the samples are obtained. Unless otherwise requested in writing by CLIENT, samples submitted to subcontract laboratories will be disposed by those laboratories in accordance with their sample retention policies. CLIENT agrees that it will not hold SME responsible or liable for any loss of test specimens or samples, and CLIENT agrees to pay costs associated with the storage of samples beyond the normal storage times described herein.
- b. In the event residual sampled materials in SME's possession are determined to be RCRA hazardous wastes, contain PCBs above Type II landfill disposal limits, or are otherwise subject to state or federal disposal restrictions, we will, after completion of testing and at CLIENT's expense, and using a manifest signed by CLIENT as generator, have such samples transported to a location selected by CLIENT for final disposal (see Disposal of Hazardous and Other Regulated Wastes). CLIENT agrees to pay all costs associated with the storage, transport, and disposal of such samples. CLIENT recognizes and agrees that we are acting as a bailee and at no time assume title to said waste.

13. ENVIRONMENTAL RISKS:

- a. CLIENT shall inform SME of any known environmental site conditions that could affect the health and safety of our field personnel or that could affect SME's performance of its services. For projects other than environmental assessments, SME will report only for informational purposes, unusual odors and/or colorations of the soil observed during field activities.
- b. Unanticipated hazardous substances, subsurface contaminants, and/or biological pollutants (HAZMAT) or levels of HAZMAT may exist at the project site. The discovery of unanticipated HAZMAT may constitute a changed condition mandating renegotiation of the scope and fees and make it necessary for SME to take immediate measures to protect human health and safety, and/or the environment. SME agrees to notify CLIENT as soon as practicable if unanticipated HAZMAT is encountered. CLIENT authorizes SME to take measures that, in SME's sole professional opinion, are justified to preserve and protect the health and safety of SME's personnel and the public, and/or environment, and CLIENT agrees to compensate SME for the additional cost of such work. SME does not assume control of or responsibility for reporting to any federal, state, or local public agencies, any conditions at the site that may present a potential danger to health, safety, or the environment.
- c. There is a risk that drilling and sampling may result in contamination of certain subsurface areas, such as when a boring device moves through a contaminated area and connects it to an aquifer not previously contaminated. SME will exercise reasonable care and caution to prevent such occurrences; however, because such drilling and sampling is a necessary aspect of the services that SME will provide for CLIENT's benefit, CLIENT agrees that SME shall not be held liable for exacerbation of HAZMAT caused in this manner.
- d. CLIENT recognizes that discovery of HAZMAT on the site may result in a significant reduction of the property's value, and SME cannot be held responsible for such devaluation.
- e. It is possible this assessment may fail to reveal the presence of contaminants, hazardous materials, or other types of environmental contamination collectively referred to as "contaminants" at sites where contaminants are assumed, expected, or subsequently determined to exist. CLIENT understands that SME's failure to discover contaminants does not guarantee that contaminants do not exist at the site. Similarly, a site which in fact is unaffected by contaminants at the time of SME's study, may later, due to natural phenomena or human intervention, become contaminated. CLIENT agrees that it would be unfair to hold SME liable for failing to discover contaminants whose exact location is impossible to foretell, or for failing to discover contaminants, which, in fact, did not exist at specific sampling locations at the time such samples were taken. Accordingly, CLIENT waives any claim against SME, and agrees to defend, indemnify and save SME harmless from any claims or liability for injury or loss arising from SME's failure to detect the presence of contaminants through techniques commonly employed for the purpose.
- f. CLIENT agrees to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from encountering unexpected HAZMAT, including compensation for any time spent and expenses incurred by SME.

14. DISPOSAL OF HAZARDOUS AND OTHER REGULATED WASTES: CLIENT agrees to select treatment/disposal facilities, pay for transportation and disposal, and sign, or have OWNER sign all waste profile forms, land disposal certifications, transportation manifests, and any other documentation required for transportation and disposal of hazardous wastes, PCB wastes, or other regulated wastes. Under no circumstance will SME select a disposal /treatment facility, arrange for transportation or disposal of regulated wastes, or otherwise act as agent for the generator of the wastes. CLIENT agrees to the maximum extent permitted by law to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous wastes, substances or constituents or allegations that SME generated, transported, stored, treated or disposed of wastes or other contaminated materials, or arranged for the transportation, treatment, storage, or disposal of wastes or other contaminated materials, subject to federal, state, or local regulation or law.

SME GENERAL CONDITIONS

- 1. DEFINITIONS:** In this Agreement, the party agreeing to have the services performed is the "CLIENT." The CLIENT's CLIENT shall be referred to as the "OWNER." Unless expressly stated otherwise, SME, its employees, agents, subconsultants and subcontractors, are collectively referred to as "SME." The "services" to be provided under this Agreement are defined in SME's Proposal and subsequent written amendments, change orders, or otherwise-authorized additional services.
- 2. INVOICING AND PAYMENT:** SME will submit invoices to CLIENT monthly and a final bill upon completion of services. Payment is due upon presentation of invoice to the CLIENT and is past due 30 days from date of the invoice. CLIENT agrees to pay a service charge of 1-1/2% per month, or the maximum rate allowed by law, whichever is greater, on past due accounts.
- 3. INSTRUMENTS OF SERVICE:** All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by SME in connection with this Project shall be considered instruments of service, and shall remain the property of SME. SME grants CLIENT and OWNER a limited license to use such instruments of service for the purpose of designing, constructing, maintaining or repairing work that is part of this Project. Any reuse of SME's instruments of service for any purpose other than the limited license granted herein is prohibited and SME shall have no responsibility to CLIENT, OWNER or third parties for unauthorized use of its instruments of services.
- 4. RECORDS RETENTION:** SME will retain pertinent records relating to the services performed for CLIENT for a period of time consistent with SME's File Management Plan, a copy of which will be provided to CLIENT upon request. During that period, the records will be made available to the CLIENT at reasonable times. At the end of the retention period indicated in SME's File Management Plan, SME may, in its sole discretion, dispose of all such records.
- 5. SME MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARDS TO ITS SERVICES.**
- 6. TERMINATION:** Either party may terminate this Agreement upon at least 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination will not be effective if that substantial failure is remedied before expiration of the period specified in the written notice. This Agreement shall also be automatically terminated upon a suspension of the Project for more than 3 months. In the event of termination, CLIENT will pay SME for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension, prior to completion of all reports contemplated by this Agreement, SME may complete such analyses and records as are necessary to complete the files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension include all direct costs of completing such analyses, records, and reports.
- 7. DISPUTES:** If any dispute arising out of or relating to this Agreement, or its breach, is not settled through direct discussions, the parties agree that as a condition precedent to litigation or arbitration, they will endeavor for 30 days following written notice by one party to the other of a dispute or breach, to settle the dispute by mediation with the assistance of a neutral mediator. In any litigation or arbitration, if applicable, the parties agree that the prevailing party is entitled to recover all reasonable costs incurred in defense or prosecution of the claim, including its staff time, court costs, attorney's fees, and other claim-related expenses. Notwithstanding, SME has no obligation to mediate with CLIENT prior to litigation when collecting fees owed by CLIENT.
- 8. AUTHORIZATION:** By signing these General Conditions, CLIENT agrees to accept the proposal, including these General Conditions and any Special Conditions, as the Agreement governing SME's services and the relationship between the parties. If CLIENT gives SME other-than-written authorization to proceed with services after receiving SME's written proposal, CLIENT accepts the proposal, these General Conditions, and any Special Conditions, as the Agreement governing SME's services, and the Agreement is effective, except for those provisions that CLIENT objects to in writing within 7 days following the other-than-written authorization.
- 9. SAFETY:** SME will be responsible only for the safety of SME employees. Unless otherwise explicitly described in our scope of services, the scope of services does not include job or site safety for, or supervision or direction of, the work of others. The presence of SME on the job site should not be construed to in any way relieve the CLIENT, other contractors, or other parties on the site of the obligation and responsibilities for their personal safety and the safety of their employees, consultants, and subcontractors.
- 10. INSURANCE:** SME and its staff are protected by worker's compensation insurance and SME has coverage under General Liability and Professional Liability insurance policies. SME will provide CLIENT with evidence of such policies upon written request. SME is not responsible for any loss, damage or liability arising from acts of CLIENT, its agents, staff, and other consultants employed by CLIENT.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CLIENT shall hold harmless, defend, and indemnify SME from and against all claims, damages, losses and expense, including reasonable attorney fees, arising out of the performance of SME's services or the materials of others in connection with the Project regardless of whether or not such claim, damage, loss or expense is caused in part by SME; provided however, that this obligation shall not apply to claims, damage, loss or expense caused solely by negligence of SME.

12. GOVERNING LAW: The parties agree that this Agreement shall be governed in all respects by the laws of the State of Michigan.

13. LIMITATION OF LIABILITY: In consideration for SME's undertaking to perform services at the rates set forth on the Fee Schedule attached to SME's proposal or the lump sum fee provided, CLIENT agrees to limit all potential liability of SME to CLIENT, its employees, agents, successors and assigns, for any and all claims, losses, breaches, damages or expenses arising from, or relating to SME's performance of services on this Project, such that SME's total aggregate liability to CLIENT, its employees, agents, successors and assigns shall not exceed \$50,000 or SME's total fee for the services rendered on the Project, whichever is greater. The CLIENT understands that it may negotiate a higher limit of liability in exchange for an appropriate increase in SME's fee.

- a) CLIENT further agrees that it will require all of its contractors and consultants on this project and their respective subcontractors and subconsultants, be bound by an identical limitation of SME's aggregate liability in their agreements for work on this Project.
- b) CLIENT further agrees that it will require all of its contractors and subcontractors defend and indemnify CLIENT and SME from any and all loss or damage, including bodily injury or death, arising from contractor or subcontractors performance of work on this Project, regardless of whether or not such claim, damage, loss or expense is caused in part by SME provided however, that this obligation shall not apply to claims, damage, loss or expense caused by the sole negligence or fault of SME.

14. PERIOD OF LIMITATION: Notwithstanding any period of limitations that might otherwise apply, the parties agree that no action, claim or proceeding of any kind, whether in tort, contract or equity arising out of SME's services may be brought against SME more than two years after the first to occur of the following events: (i) the date of CLIENT's acceptance, use or occupancy of the Project that is the subject of this engagement, or (ii) the date of SME's last service in connection with this Project.

15. ADDITIONAL SERVICES: If SME provides services at the request of CLIENT, in addition to those described in the scope of work contained in SME's proposal, CLIENT agrees that these general conditions including any Special Conditions shall apply to all such additional services.

16. AGREEMENT: This Agreement includes SME's Proposal, these General Conditions, and any other Special Conditions, Fee Schedules, or other documents provided with SME's Proposal. This Agreement constitutes the entire contractual relationship between the parties and cannot be changed except by a written instrument signed by both parties. All preprinted Terms and Conditions on CLIENT's Purchase Order(s) or acknowledgement forms are inapplicable to this Agreement. In the event any provision of this Agreement is held invalid or unenforceable, the other provisions will remain in full force and effect, and binding upon the parties. All the terms of this Agreement, including provisions relating to limitation and allocation of liability, shall survive the completion and/or termination of this Agreement. This Agreement cannot be assigned by either party without the written consent of the other party.

Please complete and return the signed General Conditions to SME to indicate acceptance of this proposal and to initiate work on the referenced project. The CLIENT's signature or direction to proceed also indicates that he/she has read or has had the opportunity to read the General Conditions and agrees to be bound by such General Conditions.

SME PROPOSAL

Proposal No.: P02643.17

Project Name: 32 N Huron St - Timber Wall Distress

Project Location: Ypsilanti, Michigan

CLIENT PROPOSAL AND AGREEMENT ACCEPTANCE(Please Print or Type)

CLIENT Signature: _____ Date: _____

Printed Name: _____

Title: _____

CLIENT (Company) Name: _____

Address: _____

Telephone No.: _____ Email: _____



CREDIT CARD PAYMENT FORM

COMPANY NAME: _____

PROJECT NAME: _____

CARD TYPE: ☐ VISA ☐ MASTERCARD
☐ AM EX ☐ DISCOVER

CREDIT CARD NO: _____

CARD EXPIRATION DATE: _____

CVC CODE: _____

DOLLAR AMOUNT: \$ _____

NAME ON CARD: _____
(Exactly as it appears on card)

PERSON AUTHORIZING: _____
(If different than cardholder)

CREDIT CARD BILLING ADDRESS:

SIGNATURE: _____

DATE: _____

SME OFFICE USE ONLY:

SME PROPOSAL/PROJECT NO: _____

SME PROJECT NAME: _____

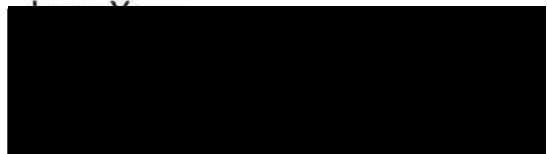
- ☐ PAYMENT IS FOR RETAINER
- ☐ CLIENT WILL BE PAYING BALANCE OF FEES WITH THE SAME CREDIT CARD
- ☐ PAYMENT IS FOR INVOICE(S)# _____

Hartley Geotechnical Group, LLC

Consulting Civil Engineers
400 Ann Arbor Road, Suite 192
Plymouth, MI 48170
(734) 454-4020
Soil@comcast.net

9/21/2017

HG 17-117



Re: Soil Test Borings
Proposed Retaining Wall
32 N. Huron Street
Ypsilanti, MI

Dear Sir:

Per your instructions, we made 2 Soil Test Borings on 9/18/2017, near the existing retaining wall, as shown on the enclosed drawing. These Soil Test Borings were to determine the composition and compaction of the soils that will be supporting construction.

DRILLING AND TESTING METHODS:

The Soil Test Borings were drilled with 4" auger equipment on an all terrain vehicle. A split spoon sampler was used to obtain the soil samples in general conformance with ASTM D-1586 "Penetration Test and Split Barrel Sampling of Soils". The Standard Penetration Tests were started at a depth of 2.5' and performed at 2.5' increments to a depth of 15.0', then at 5.0' intervals to 25.0'.

The Standard Penetration Test is used to determine the Standard Penetration Resistance ("N" Value) of the soil at the test depth. This is accomplished by determining the number of blows required to drive a 2.0 inch O.D. Split Spoon Sampler into the soil in three six-inch depth increments with a 140 pound hammer dropping 30". The total number of blows required for the second and third six-inch increments (the last foot) of penetration of each test is the Standard Penetration Resistance ("N" Value) of the soil at test depth. The number of blows are shown on the attached Test Boring Reports.

Hartley Geotechnical Group, LLC

Consulting Civil Engineers
400 Ann Arbor Road, Suite 192
Plymouth, MI 48170
(734) 454-4020
Soil@comcast.net

GENERAL SOIL PROFILE:

In general, the borings reveal uncontrolled fill, that contains sand with fine to coarse gravel, cobbles and boulders, that overlies topsoil. Below the topsoil is sand and gravel that is compact.

WATER CONDITIONS:

The survey benchmark used was the rim of the sanitary sewer manhole, assumed elevation 100.00. The ground water was found in boring 1 at a depth of 19.3' (90.3). Boring 2 was dry on completion.

TEST RESULTS:

Standard Penetration Tests performed in the sand with fine to coarse gravel, cobbles and boulders fill obtained Standard Penetration Resistances ("N" Values) of 4 to 13 blows per foot. Sand with traces of gravel tested below the fill obtained "N" Values of 36 to 51 blows per foot.

CONCLUSIONS AND RECOMMENDATIONS:

Per your direction, soil test borings were performed near the existing retaining wall at 32 N. Huron Street, Ypsilanti, Michigan. The failing railroad tie retaining wall is approximately 50 to 60 years old and located 9.0' from an existing asphalt parking lot. There is an approximate 8' to 9' of differential height. The parking lot has a drain that exits through the existing retaining wall.

The survey benchmark used was the rim of the sanitary sewer manhole, assumed elevation 100.00. The ground water was found in boring 1 at a depth of 19.3' (90.3). Boring 2 was dry on completion.

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(734) 454-4020
SoilDr@comcast.net

Borings 1 and 2 reveal uncontrolled fill, that includes sand with fine to coarse gravel, cobbles and boulders, and topsoil to depths of 21.5' (88.1) and 20.0' (89.6), respectively. Below the uncontrolled fill and topsoil is compact medium to coarse sand and fine to medium gravel.

There are several options being considered for a new retaining wall. The options include driven steel sheet piling, driven I beam with wood inserts, reinforced concrete retaining wall and a landscape boulder retaining wall.

The driven sheet pile and the driven I beam with wood insert options will be very difficult to install due to the cobbles and boulders in the fill. These options will require that the sheet pile or I beams be driven to a depth that would allow them to "toe" into the native compact medium to coarse sand and fine to medium gravel. These options will also require tie backs that may extend into the existing parking lot.

To construct a reinforced concrete retaining wall or a boulder retaining wall that bear on the uncontrolled fill, the owner must accept the greater than normal potential of settlement or movement.

In following soil parameters can be used for the reinforced concrete retaining wall or a boulder retaining wall that bear on the sand with gravel fill.

Soil/concrete friction factor = 0.45

Soil Unit Weight = 110 pcf

Angle of Internal Friction = 30 Degrees

$K_A = 0.25$

Coefficient of Permeability = 1×10^{-4} cm/sec

The design of the retaining wall should include backfilling the retaining wall with free draining soils and provide a drainage system to keep the granular backfill dry at all times. The design must also accommodate the surface drain from the nearby parking lot.

Hartley Geotechnical Group, LLC

Consulting Civil Engineers
400 Ann Arbor Road, Suite 192
Plymouth, MI 48170
(734) 454-4020
Soilldr@comcast.net

The site plan and the design of the retaining wall is not part of this design.

Respectfully,

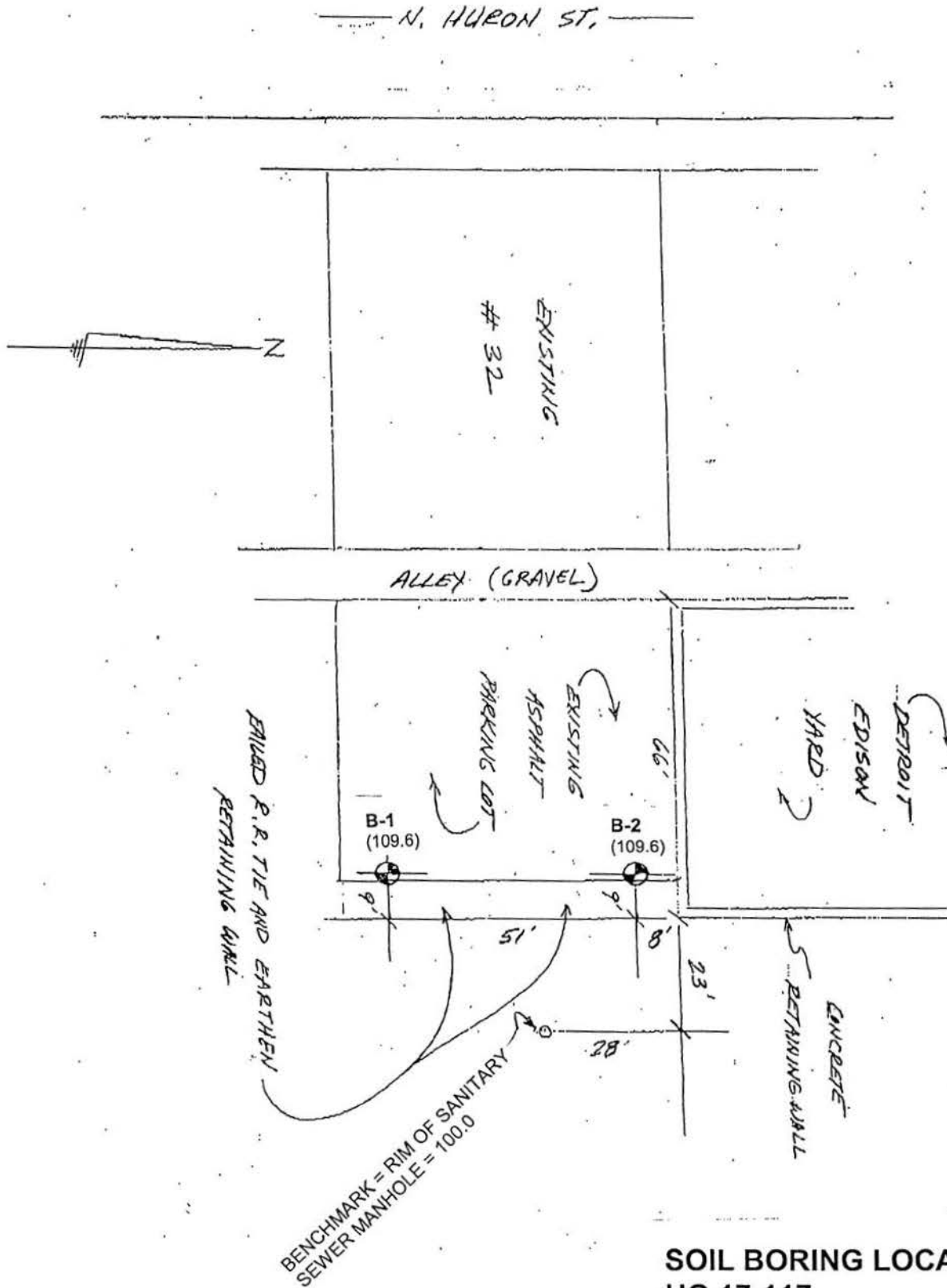
[Redacted signature]

Gary R. Groenewoud, P.E.



Hartley Geotechnical Group, LLC

Consulting Civil Engineers
400 Ann Arbor Road, Suite 192
Plymouth, MI 48170
(734) 454-4020
Soil@comcast.net





HDC Work Permit Staff Review

Property address: 209 Pearl

Property History: The property includes a Colonial Revival-style commercial building that was erected in 1926 and is contributing to the historic district.

Date of Application: November 19, 2019

Date of Review: November 20, 2019

Date of Meeting: November 26, 2019

Proposed work: New awning and gate.

Materials: Awning fabric

Staff review:

1. The application is part of an ongoing project to convert the pedestrian alley between 209 Pearl and 31 N Washington into a functional patio space for a restaurant.
2. The applicant proposes to install an awning over the alley on the east elevation. The awning shall include "Ferrari Satin" (white) and clear vinyl fabrics.
 - a. The awning support structure will be installed at the building mortar joints to not damage the brick.
3. The applicant also proposes installing a gate.
 - a. The applicant expressed desire to have the gate be a functional art piece. Staff conveyed that the commission would be open to such a design, so long as it did not imitate historic fabric. In staff opinion, the gate, as presented, appears to meet this qualification.
 - b. The gate is to be powder-coated steel, approximately 10' wide and 9' tall.
 - c. The gate will be free-standing and not attach to the building.

Recommended Motions:

1. Use property for original purpose or provide compatible use with minimal alteration.

2. Do not destroy original character. Do not remove or alter historic material or features.

3. Do not imitate earlier styles.

4. Preserve significant changes acquired over time.

5. Preserve distinctive features.

6. Repair, don't replace. Replacements shall match original.

7. Clean building gently—no sandblasting.

8. Preserve archaeological resources.

9. Contemporary designs shall be compatible and shall not destroy significant original material.

10. New work shall be removable.

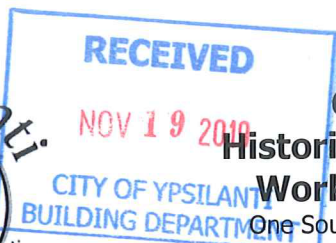
Move to approve and issue a Certificate of Appropriateness for the work proposed at 209 Pearl, as submitted in the application dated November 19, 2019, for installation of an awning and gate on the east elevation. The awning shall be mounted to the building's mortar joints to the greatest extent possible. The gate shall be built per specifications and free-standing.

Relevant Secretary of the Interior's Standards:

#9 #10

Prepared by:

Scott E. Slagor, Preservation Planner



PHDC-19-0123

R.26589
C-1161

City of Ypsilanti
Historic District Commission
Work Permit Application
One South Huron • Ypsilanti, MI 48197
Phone: (734) 483-9646 • Fax: (734) 483-7260
www.cityofypsilanti.com

OFFICE USE ONLY

Date Filed:

Meeting Date:

Action Item/Study Item

To complete this application:

1. Complete this form.
2. Attach the following documents:
 - a. Photo(s) showing all locations where work is proposed (can be emailed).
 - b. Catalog cut sheets or similar details for windows, doors, light fixtures, and any other manufactured or preassembled components—this includes information from catalogues, professional quotes, or websites (can be emailed).
 - c. Dimensioned drawings of any new construction or modifications to existing structures, including awnings and signs.
 - d. A sketch plan, if proposal is for work on the grounds and not just the main structure (e.g., installing a new driveway, fence, or shed). This can be drawn on a scaled copy of a mortgage survey.
3. Applications and materials must be received by the Building Department **no later** than 4pm on the Tuesday one week prior to the meeting.

INCOMPLETE APPLICATIONS WILL NOT BE PLACED ON THE AGENDA

Property

Address

209 Pearl Street, Ypsilanti, MI 48197

Applicant

**If applicant is not owner of property, a written statement from the owner authorizing this application must be included.*

Name

Mark Maynard

Address

City

Ypsilanti

State

MI

Zip

48197

Phone / Fax

E-Mail

Contractor

Contractor Name & Contact Info

Baseline Group, LLC

Type of work

- ☐ Roofing
☐ Window/Door Replacement

- ☐ Porches
☐ Sign
☒ Fence (or other sitework)

- ☐ Painting
☒ Other
☐ Application Amendment

Complete Description of Proposed Work:

See attached with photo.

Materials (for paint include color chips or samples with application):**Permit Application Fee (action items only)**

The fee is \$45 for the first \$3,000 in construction cost plus \$5 for every additional \$3,000 of construction cost. There is a flat fee of \$10 for painting only. *An additional fee of \$50 applies to HDC work started without the applicable permit.*

Construction Cost:

\$21,000

Permit fee:

\$45 + \$35 = \$80

Signature

I hereby attest that the above information is accurate. I am authorized to and grant permission to the City of Ypsilanti staff to be on the subject property for the purposes of preparing staff reports and/or evaluating this application.

I further affirm that this property has, or will have before the proposed work is completed, a fire alarm system or smoke alarm complying with the Stille-DeRossett-Hale single-state construction code, PA 230 of 1972, as amended.

Signature: 

Date:

11/19/2019

Print Name:

Mark A. Maynard

If you have questions about what the HDC generally permits or does not permit, or what they need to see in an application to render a decision, please call the office at 734-483-9646 or view our factsheets online at cityofypsilanti.com/hd.

All other necessary approvals and permits must be acquired before beginning work.

209 Pearl Street
Bellflower Restaurant
November 19, 2019

Members of the Ypsilanti Historic District Commission,

In October of 2018, I presented to the Ypsilanti Historic District Commission on our plans to redevelop a ten-foot wide strip of property directly to the east of the building at 209 Pearl Street. [This exterior redevelopment was being undertaken in concert with work being done inside the building to open a small restaurant and sandwich shop.] During this meeting, I raised a number of questions as study items. These included; the addition of two new exterior doors to be added to the eastern side of the building, the pouring and stamping of new concrete, and the addition of both a gate and an awning. At the time, I shared [the following letter](#) from our architects, dated October 3, 2018, with the members of the Historic District Commission.

The intent behind the redesign of the driveway directly adjacent to 209 Pearl Street in Ypsilanti, Michigan is to complement the existing historic facade by emphasizing the simplicity of all of the new components and adding elements that are both familiar and ubiquitous with the character of historic downtown Ypsilanti. This approach reflects a general understanding of the historic district context, and honors the building's original architecture not by simple mimicry of aesthetics, but rather by subtle contrast and anonymity. This is achieved in the design by:

- Setting back the awning and gate structure which allows the historic facade of the building to be emphasized rather than the intervention itself.
- Keeping the awning structure simplistic in form and material (a canvas rectangle) from the street so as not to draw attention away from the building itself.
- The storefront awning structure itself is ubiquitous with urban historic districts all over the country and is an integral part of the historic charm of such Neighborhoods. Specifically in Ypsilanti, there are numerous precedents for storefront awning structures within walking distance of 209 Pearl Street.
- The gate reflects the same ideals as described above, simplicity and anonymity. The intent is to have the intervention compliment the historic nature of the building by not competing with the historic details of what already exists on site.

It is our belief that good design solutions are both thoughtful and sensitive to context. The design for the patio space at 209 Pearl does not attempt to simply mimic the aesthetics of the existing historic elements of the building, but rather complements them by allowing them to remain at center stage. This is an intentional and calibrated approach to a unique opportunity to add to the urban fabric and historical charm of Ypsilanti. We thank you for the opportunity, and look forward to you input.

After receiving the feedback of the Commission, and speaking with our architects, I came back on March 27, 2018, and received authorization for the addition of the two exterior doors, the removal of the broken concrete in the future patio space, and the pouring of new cement. (We agreed to neither stamp or dye the concrete, in accordance with HDC guidance.) I furthermore noted that the historic 1926 windows on the ground floor of 209 Pearl Street were going to be rehabbed by the same firm that we had worked with us two years previously on the second floor of the building, where Landline Creative Labs presently resides. And I noted that I would be back to present completed drawings to the Commission before proceeding on either the gate or the awning.

At the time, everything that we'd requested was approved by the Historic District Commission, and the feedback was positive on both the fence and the awning.

Here are the preliminary images I shared at the time:

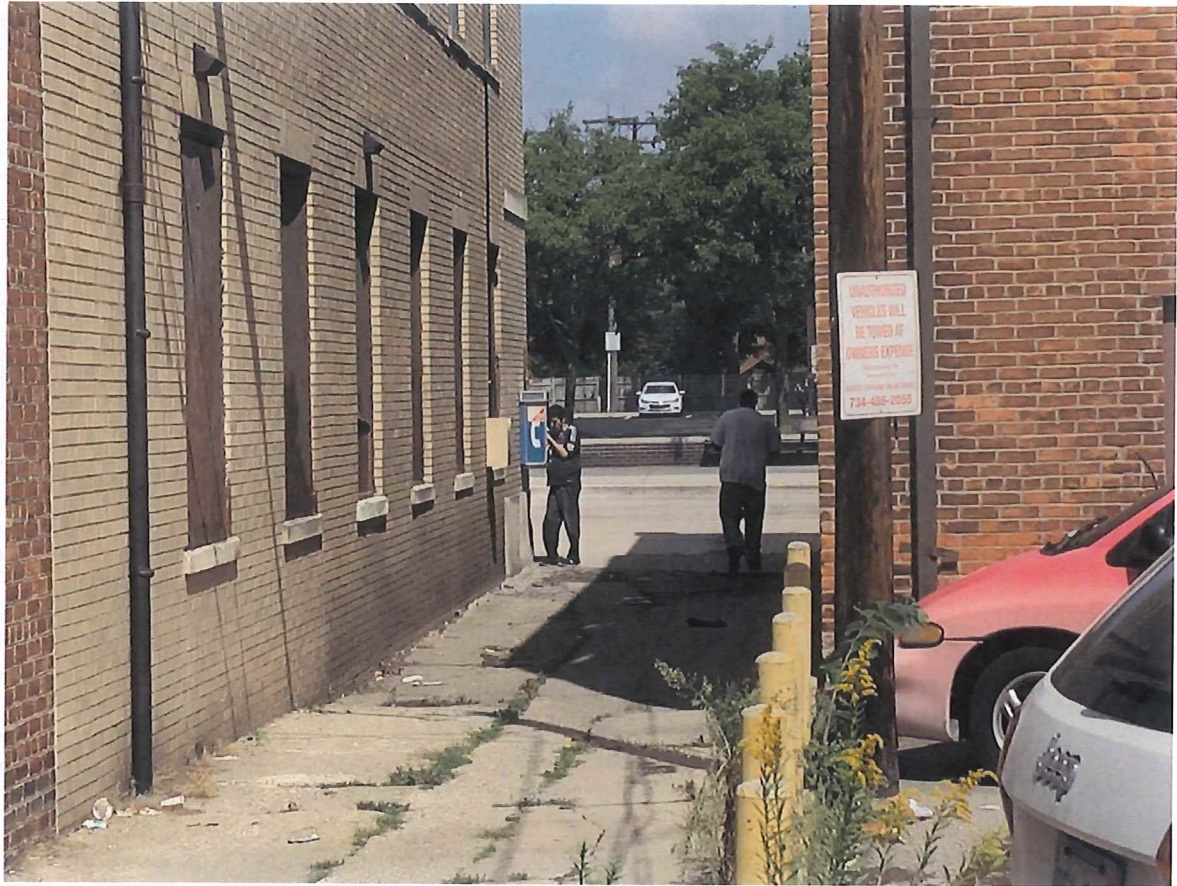




As you may recall, the Historic District Commission's approval on each of these items was absolutely essential, as we were applying for a \$100K MEDC redevelopment grant through the Ypsilanti DDA in order to see all of these things accomplished.

Well, since that meeting, we've made quite a bit of progress. We were awarded the DDA grant, new doorways were cut, the old cement was removed, new concrete was poured, and the rebuilt historic windows were just installed the week of November 11.

Here, by the way, is what the former driveway — soon to be a patio space for the Bellflower Restaurant — looked a few weeks ago.



And here's what it looks like today.



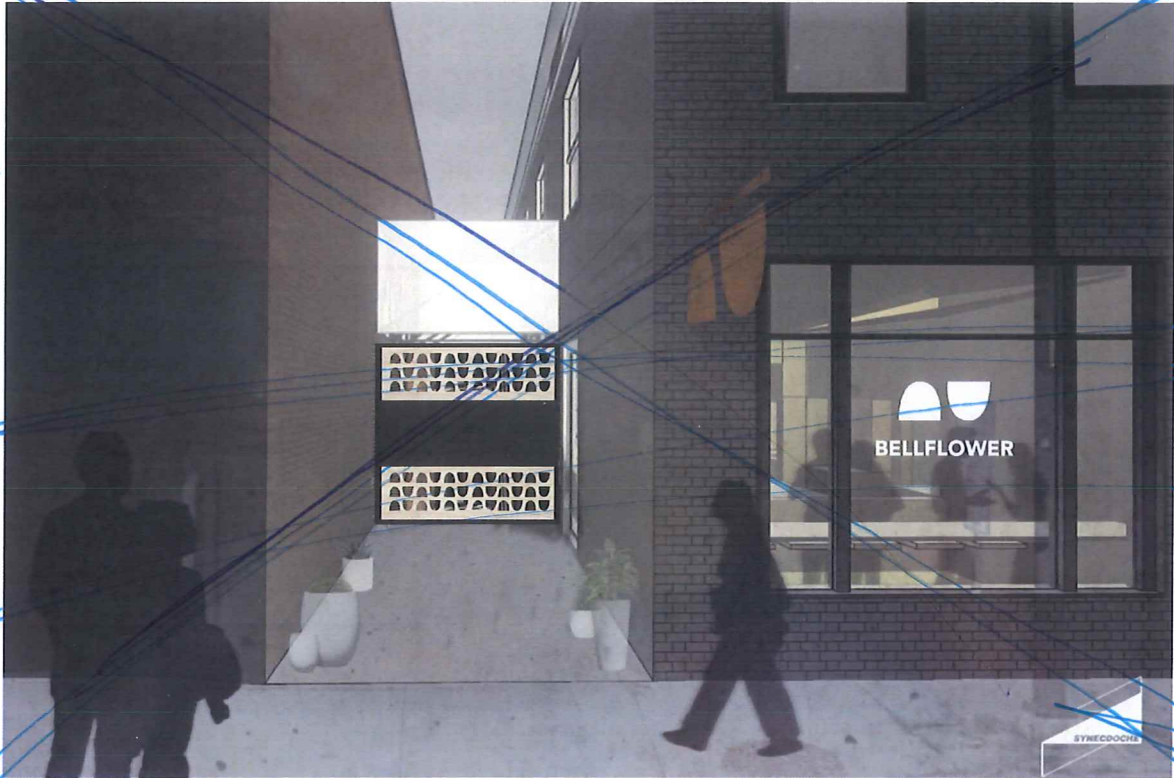
And, while the newly refurbished windows are still covered on the outside, here's what they look like today, returned to their original 1926 condition... and just waiting for the rest of the renovations to be completed.



And, with that, we'd like to get your official approval on the gate, and the awning, so that we can finalize our exterior work and prepare to open the restaurant.

Here's what we have planned for the outside. [The sign design will change, and we intend to bring that to the HDC separately.]

PLEASE SEE ATTACHMENT A



Here's the quote from the awning company, Marygrove, which contains colors and materials. The gate, however, will be made from black, powder-coated, milled steel, and lumber.



12700 Merriman Rd., Livonia, MI 48150 - (734) 422-7110 - (800) 44-AWNING - FAX (734) 422-3225

SALES PROPOSAL

Billing Information

Name: Accounts Payable
Company: Baseline Group, LLC
Address: 30057 W. Eight Mile Rd.
Livonia, MI, 48152

Email:
Phone1:

Job

Company or Name: Bell on Pearl | Baseline Group, LLC
Contact: Allyssa
Address: 209 Pearl St.
Ypsilanti, MI 48197
Phone: 2

Proposal Date: November 18, 19

Cust No. BA2000-0
Order No. PRO-BA2000-0-7
Salesperson: dbache

Payment Info

Method:
Check No:
Amount Pd: \$0.00
Balance: \$16,850.00
Terms: Invoice

Order Specifications

Type	Width	Height	Proj	Price
1 Patio Awning	45 ft 0 in	3 ft 0 in	9 ft 6 in	\$11,500.00

Fabric: Ferrari Satin 502V2-8102C White

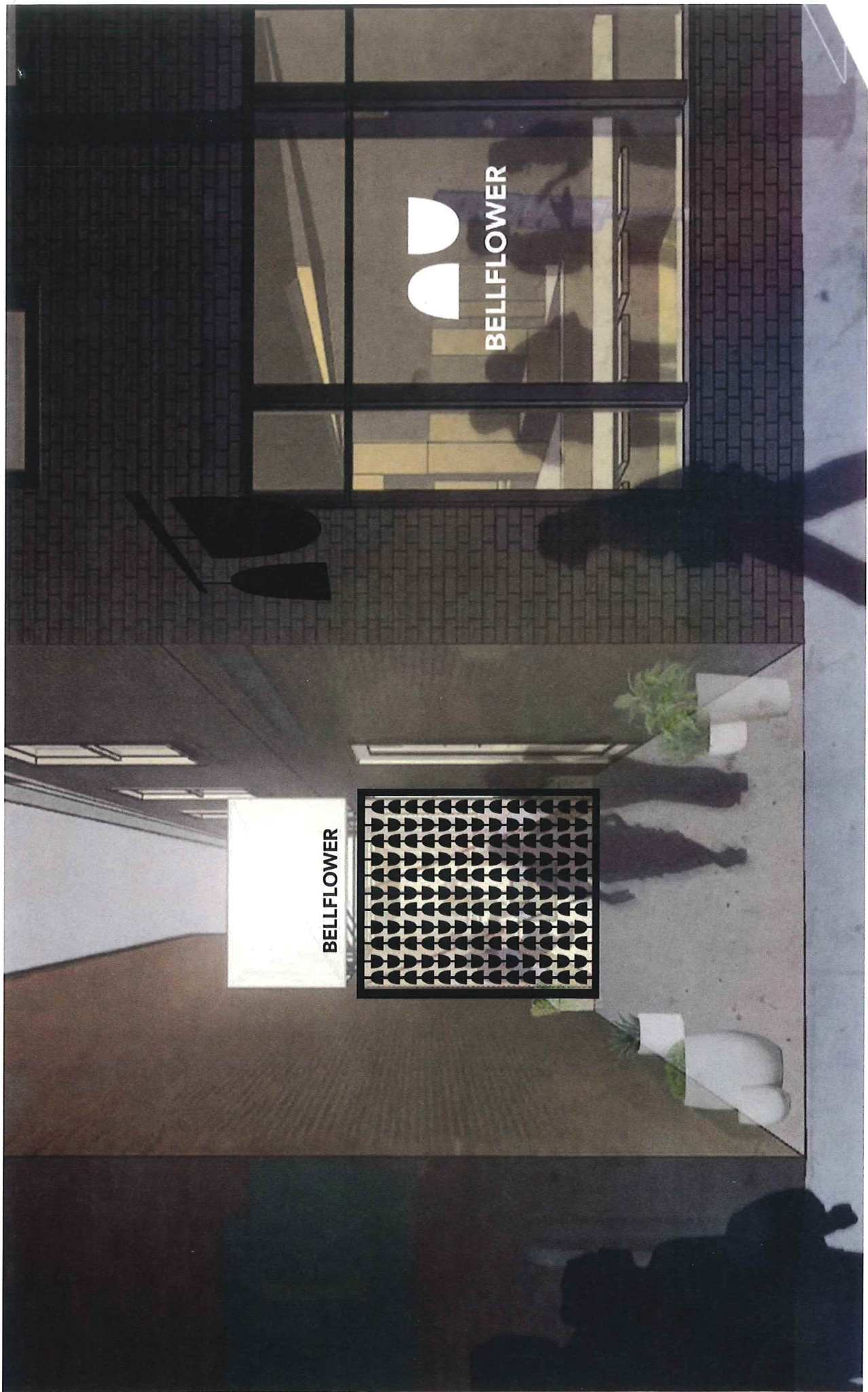
Traditional/patio style awning complete and installed.
(Black powder coated frames are included in the price - \$2500)

2 Wind Panels Awning	9 ft 6 in	11 ft 0 in	0 ft 0 in	\$5,350.00
----------------------	-----------	------------	-----------	------------

Fabric: Ferrari Satin 502V2-8102C White

Fabric: Clear Vinyl 972035 .030 Clear

Install roll-up wind panels on both ends of the awning with zippers and two black storm doors built into it.
(Black powder coated frames are included in the price - \$750)
(Option - For two motorized rolls screens instead of roll-ups with zippers - the price is \$3800.)



A

Contextual photos of 209 Pearl- From Staff







HDC Work Permit Staff Review

Property address: 100 W Michigan

Historically known as the Worden Block, the prominent building at the northwest corner of Huron and Michigan was erected ca.1850 as a three-story Italianate-style commercial block with two storefronts on Michigan Avenue.ⁱ The building is contemporary with the adjacent Convention and Visitors Bureau building, and once had similar brickwork and fenestration. Worden Block was first depicted on a Sanborn Map in 1888; which noted the building as housing a cobbler and dry goods store on the first floor and a barber in the basement. The third floor of the building include a paint shop and a "Colored Lodge R'm" with an adjacent band room. Presumably, this was the gathering place for an African American fraternal origination. Preliminary staff research did not identify which organization met here. This room configuration remained in place through the 1890s.ⁱⁱ

As of 1909, the ground floor had been converted to one large shop and the former dividing wall was replaced by a series of iron columns. Sanborn maps indicate there was a combination dry goods and jewelry business there. Historical photos indicate this was a firm known as Davis & Kishlar. The building's third floor housed a "moccasin factory" in the former lodge room. A full directory-researched history of the occupants has yet to be completed.

The building did not substantially change its appearance until the mid-twentieth century. In 1959 the building was purchased by Max and Ceil Pear for their clothing store, after their former building was demolished for a city parking lot.ⁱⁱⁱ They occupied the ground floor and reopened Pears' [Men's] Clothing. Around this time, the building exterior was remodeled as well. Metal cladding was installed to cover the walls and windows; and a flat awning and screen signboard were installed on the facade. Photos indicate that the façade (Michigan elevation) was covered first, and later followed by the east (Huron Street) elevation. Max and Ceil Pear sold their business to relatives in 1980, who kept the Pear name. The business continued until 1997 when it closed.^{iv} Most recently, the building houses Dalat, a Vietnamese restaurant.

1. Use property for original purpose or provide compatible use with minimal alteration.

2. Do not destroy original character. Do not remove or alter historic material or features.

3. Do not imitate earlier styles.

4. Preserve significant changes acquired over time.

5. Preserve distinctive features.

6. Repair, don't replace. Replacements shall match original.

7. Clean building gently—no sandblasting.

8. Preserve archaeological resources.

9. Contemporary designs shall be compatible and shall not destroy significant original material.

10. New work shall be removable.

See attached historical photos.

Date of Application: November 26, 2019

Date of Review: December 6, 2019

Date of Meeting: December 10, 2019

Proposed work: New fenestration, storefront, window infill, and masonry engineering.

Materials: To be discussed at the meeting.

Staff review:

Project Background

1. The project is part of an ongoing rehabilitation of the subject building.
2. Project representatives recently came to the HDC on August 27, 2019 as a study item. It was stated that the metal panels were installed by drilling rods entirely through the original masonry. This has caused severe cracks in the masonry, which may require that the walls be partially or entirely reconstructed.
 - a. Commissioners present indicated that they would not be opposed to reconstruction, but that they would want the appearance to be appropriate and as historically accurate as possible.
 - b. There was concern for the number of window openings and appearance of the exterior.
3. On October 22, 2019 the HDC issued a Certificate of Appropriateness for the applicant to remove the exterior panels to investigate the condition of the masonry below. To date, that work has been completed.

Application Details

4. The applicant has submitted a very limited work permit form with several goals to rehabilitate the building exterior, including:
 - a. New windows
 - b. New storefront
 - c. Brick infill of some openings
 - d. Reconstruction of part of the exterior
 - e. Extensive engineering work to stabilize the building.
 - f. Repainting and maintenance.

Windows

5. Windows are proposed to be fixed wood sashes.
 - a. Staff recommend that replacement windows match the configuration of the original windows.
 - b. If windows are to be fixed, they should retain the appearance of operable sashes.
 - c. Specific window cut sheets and materials will be provided at the meeting
 - d. Staff advised the applicant to thoroughly document the existing windows to demonstrate that they are non-repairable.

Storefronts

6. The building contains two storefronts. The west storefront (left) will retain existing fenestration and metal panels. The recently exposed frieze window will be repaired and feature a new box trim.
7. The east storefront (right) will feature new dark bronze anodized fenestration, and painted wood panels. The façade signboard will be "similar to neighbor's"- presumably this means the Convention and Visitor's Bureau at 104-106 W Michigan.
 - a. HDC to confirm with applicant the specific details of this storefront.
 - b. Display windows on the east elevation (N Huron) will receive the same framing and anodized bronze treatment.

Infill

8. Some window openings on the east (N Huron) elevation are to be removed. These include:
 - a. The third and fourth bays north from the southwest corner, which are in a section that requires reconstruction- 4 windows total.
 - b. The northern five bays of the building- 10 windows total. The openings will be infilled with brick and recessed 1," an identical treatment that was approved by the HDC on the north (rear) elevation.
 - c. A damaged display window bay, closest to the northeast corner, will remain infilled with concrete block.

Reconstruction

9. The aforementioned third and fourth bays on the east elevation will be reconstructed.
10. A section of brick on the center of the façade, above the third story, will be reconstructed as well.
 - a. Applicant to provide a sample of the brick at the meeting.

Engineering

11. Detailed engineering plans have not yet been provided.

Repainting and Maintenance

12. The exterior will be repainted.
 - a. Applicant has not provided colors.
13. The applicant intends on restoring the "Landy's Furniture" sign at the building's southeast corner.
14. Masonry will be tuck pointed where necessary.
15. The metal coping around the roof will be repaired.

Recommended Motions:

Move to approve and issue a Certificate of Appropriateness for the work proposed at 100 W Michigan, as submitted in the application dated November 26, 2019. Approval is conditioned on the items discussed at the Historic District Commission meeting on December 10, 2019, including: [INSERT SPECIFIC DETAILS AGREED UPON].

Relevant Secretary of the Interior's Standards:

#5, #6, #9

Move to table discussion of work at 100 W Michigan, pending further information from the applicant regarding [INSERT SPECIFIC INFORMATION THE COMMISSION MAY REQUIRE].

Prepared by:

Scott E. Slagor, Preservation Planner

ⁱ Robert O. Christensen, *National Register of Historic Places Registration Form: Ypsilanti Historic District* (Lansing: Bureau of History, 1988).

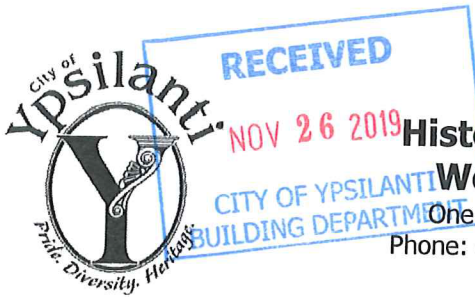
ⁱⁱ Sanborn-Perris, *Ypsilanti, Michigan* (New York: Sanborn-Perris Map Co., June 1893), 4.

ⁱⁱⁱ Peg Porter "The Pear Family Coming to America," *Ypsilanti Gleanings* (Ypsilanti Historical Society, Summer 2017), 16.

^{iv} *Ibid.*, 16.

PHDC-19-0125

R. J. 26006
Amey



**City of Ypsilanti
Historic District Commission
Work Permit Application**

One South Huron • Ypsilanti, MI 48197
Phone: (734) 483-9646 • Fax: (734) 483-7260
www.cityofypsilanti.com

OFFICE USE ONLY

Date Filed:

Meeting Date:

Action Item/Study Item

To complete this application:

1. Complete this form.
2. Attach the following documents:
 - a. Photo(s) showing all locations where work is proposed (can be emailed).
 - b. Catalog cut sheets or similar details for windows, doors, light fixtures, and any other manufactured or preassembled components—this includes information from catalogues, professional quotes, or websites (can be emailed).
 - c. Dimensioned drawings of any new construction or modifications to existing structures, including awnings and signs.
 - d. A sketch plan, if proposal is for work on the grounds and not just the main structure (e.g., installing a new driveway, fence, or shed). This can be drawn on a scaled copy of a mortgage survey.
3. Applications and materials must be received by the Building Department **no later** than 4pm on the Tuesday one week prior to the meeting.

INCOMPLETE APPLICATIONS WILL NOT BE PLACED ON THE AGENDA

Property

Address

100-102 W. MICHIGAN AVE YPSILANTI 48197.

Applicant

**If applicant is not owner of property, a written statement from the owner authorizing this application must be included.*

Name

100 MICHIGAN VENTURES

Address

[REDACTED]

City

ANN ARBOR

State

MI

Zip

48103

Phone / Fax

[REDACTED]

E-Mail

[REDACTED]

Contractor

Contractor Name & Contact Info

O'NEIL CONSTRUCTION

Type of work

- ☐ Roofing
- ☐ Window/Door Replacement

- ☐ Porches
- ☐ Sign
- ☐ Fence (or other sitework)

- ☐ Painting
- ☐ Other
- ☒ Application Amendment

Complete Description of Proposed Work:

EXTENSIVE EXTERIOR WORK
NEW WINDOWS / SHOPFRONT.
BRICK IN-FILL OF OPENINGS.
DEMO AND RE-BUILD OF PARTIAL EXTERIOR.
EXTENSIVE ENGINEERING.

FURTHER DETAIL TO BE DISCUSSED
AT THE MEETING OF HDC.

Materials (for paint include color chips or samples with application):

Permit Application Fee (action items only)

The fee is \$45 for the first \$3,000 in construction cost plus \$5 for every additional \$3,000 of construction cost. There is a fee of \$10 for painting only. *An additional fee of \$50 applies to HDC work started without the applicable permit.*

Construction Cost:

\$ 200,000

Permit fee:

\$45 + 330 = \$375

Signature

I hereby attest that the above information is accurate. I am authorized to and grant permission to the City of Ypsilanti to be on the subject property for the purposes of preparing staff reports and/or evaluating this application.

I further affirm that this property has, or will have before the proposed work is completed, a fire alarm system or smoke alarm complying with the Stille-DeRossett-Hale single-state construction code, PA 230 of 2002, as amended.

Signature:

Name:

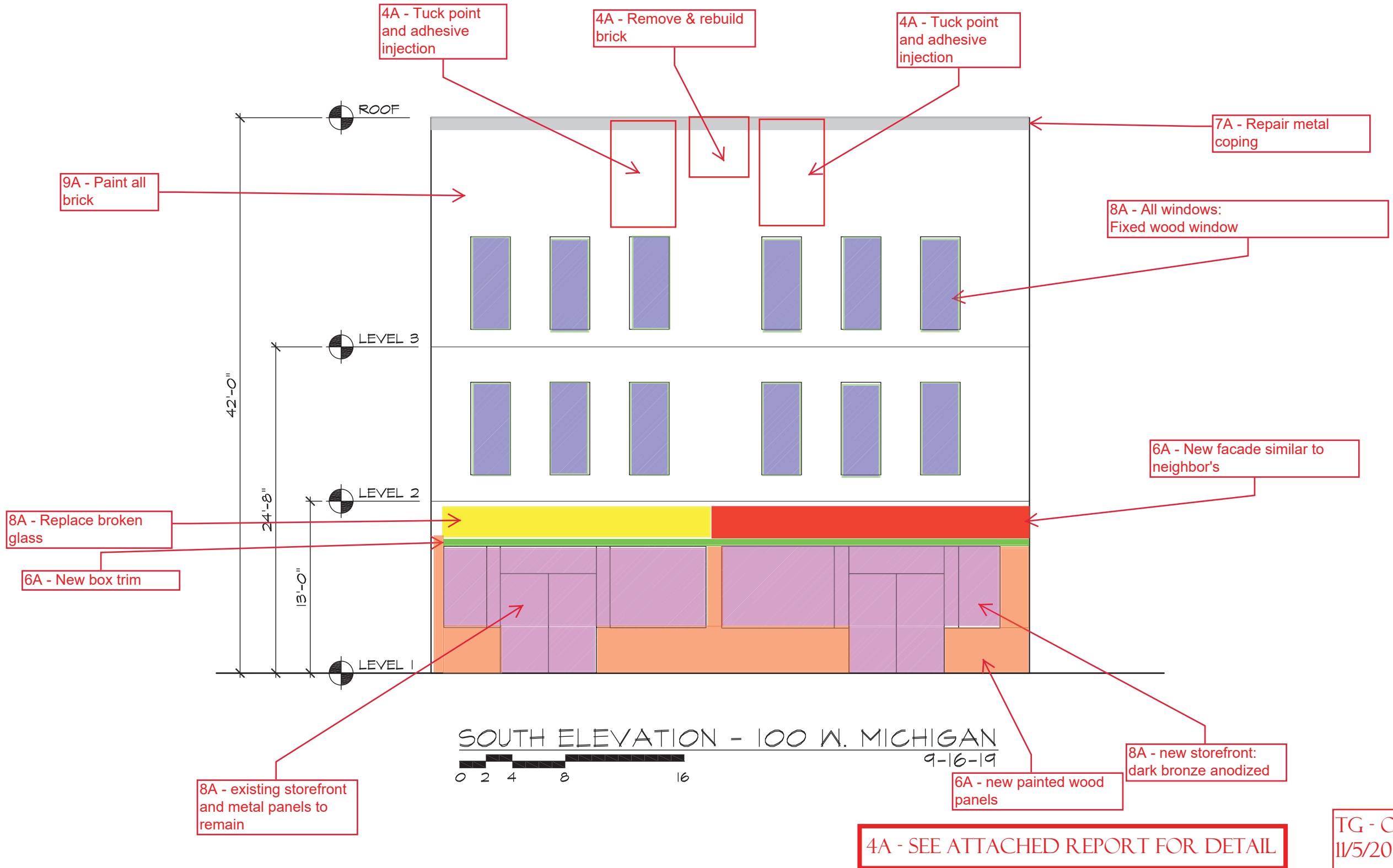
Date:

11/26/19

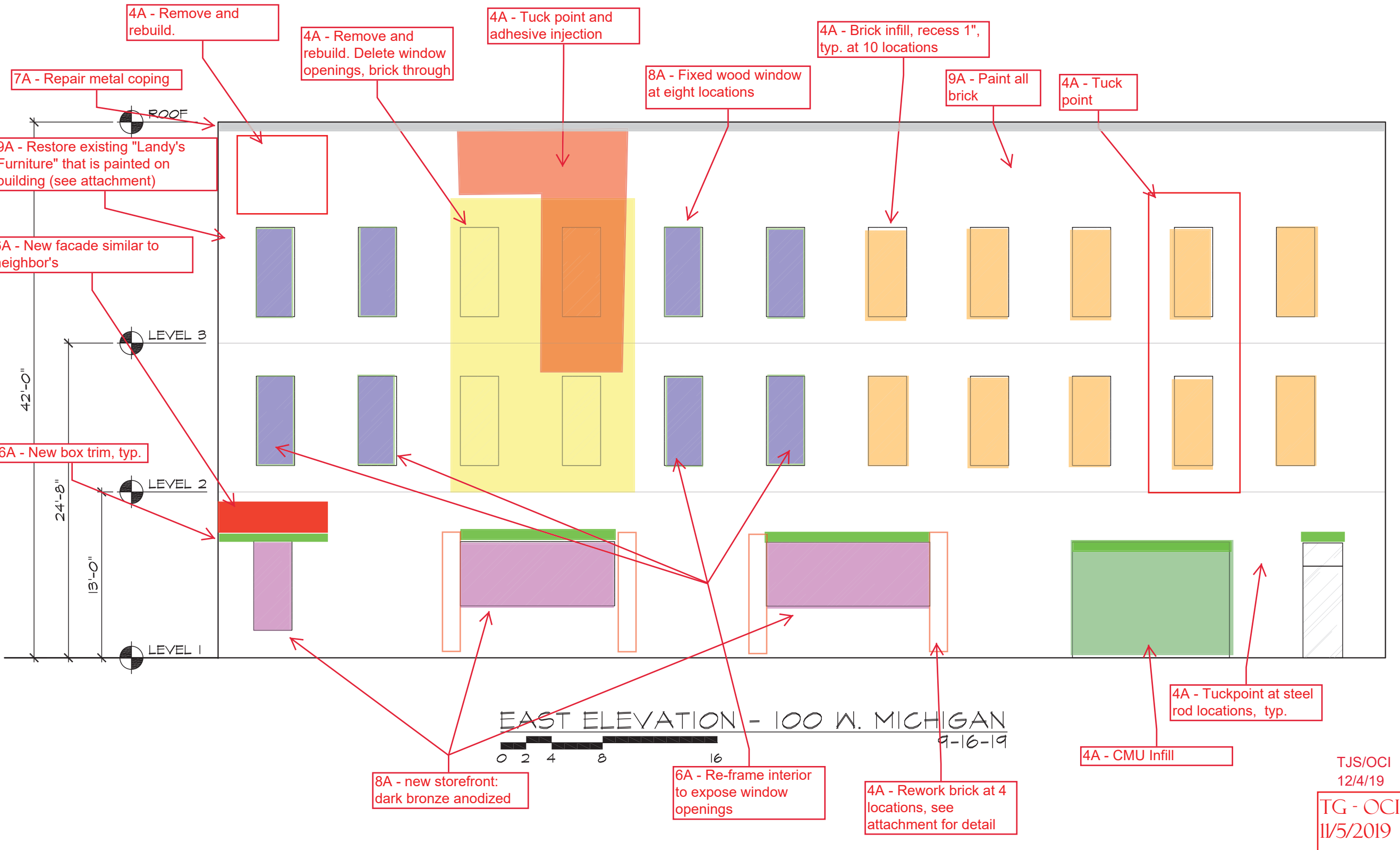
Conor Doran

If you have questions about what the HDC generally permits or does not permit, or what they need to see in an application to render a decision, please call the office at 734-483-9646 or view our factsheets online at cityofypsilanti.com/hd.

All other necessary approvals and permits must be acquired before beginning work.



4A - SEE ATTACHED REPORT FOR DETAIL







DAVIS & KISHLAR.

YPSILANTI, MICH, No 306



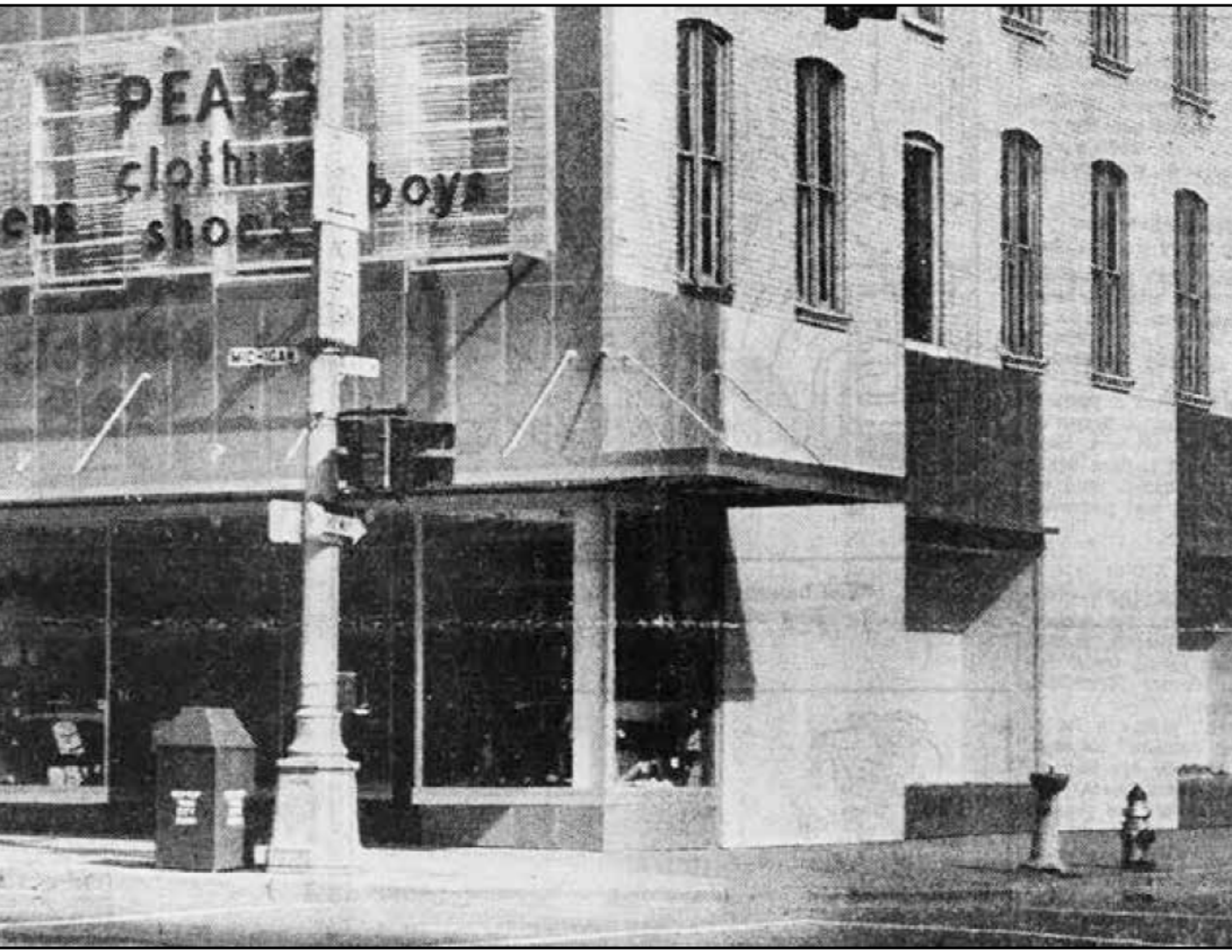
LANDY'S
FURNITURE

CRANE RENTALS
STEEL ROOFS INSTALLED
YPSILANTI STEEL FABRICATION CO.

NO
LEFT
TURN

FAMILY DEPT. ST.
NEWS - GROC. - MEAT
DEAD FISH - FRESH

EXHIBIT





PEAR'S CLOTHING

PEAR'S

WYHZ

ONE
WAY
→

PEAR

men's

boys



ONE
WAY
→



NO
TURN
ON RED

WEST

BUSINESS

12



WEST

17



WGM
RADIO

PEAR'S

SALE







ONE
WAY
→

PUBLIC
PARKING
LOT
→

WEST

BUSINESS

12

↑

WEST

17

→

NO
TURN
ON RED

O'neal
construction inc.



TION

oneal
CONSTRUCTION INC



HDC Demolition by Neglect Staff Report- Update

Property Address: 302 E Cross

Property History

The building was constructed ca. 1880. Based on a 2013 HDC review letter, a series of three rear additions were removed as they were a public safety hazard. Internal background research did not reveal additional information on the property history.

Property Significance

The house contributes to the Ypsilanti Historic District under Criterion C, architecture. The house is a ca. 1880 “Late Victorian” style residence. It has the vernacular Gabled Ell form, but stylistic features that reflect Queen Anne and Gothic Revival styles.

Demolition by Neglect Timeline

- 8/23/2018 Notice to Appear sent to property owner to attend HDC meeting discussion on Demolition by Neglect (DBN).
- 9/11/2018 HDC found the property to be a case of DBN.
- Staff had advised to wait to establish a timeline until the Building Department had a chance to visit the structure.
- 2/26/2019 The owner was approved to reroof the house.
- 4/2019 Planning and Building Departments Staff toured the property with the owner.
- 5/14/2019 The HDC and owner agreed on a timeline for repair.
- 10/7/2019 Staff discussed the project with the owner, who stated that the roof repairs are complete, the foundation repair is progressing from the interior, and the next steps are the siding and porches.
- 10/22/2019 The HDC approved a revised timeline for repairs and requested that the applicant come to the 11/12/2019 meeting with an update.
- 11/12/2019 The owner was unable to come to the meeting and the HDC requested that the open fenestration and walls of the building be covered for the winter. The HDC requested the owner's presence at the next meeting on 11/26/2019.

Revised Timeline

Temporary boarding, roof repairs, and a study item for window repair shall be completed and/or presented at the November 12, 2019 meeting; the property owner may use siding as presented at the

October 22, 2019 meeting to clad the open wall areas on the west side of the house. Repairs to the east elevation foundation will be completed by the end of December, 2019 and foundation repairs on the west (Park Street) elevation shall be complete by the end of March, 2020. The property owner will meet with the HDC at the first meeting in April to reevaluate the timeline.

Next Steps

The owner and HDC should continue to address the outstanding items.

Outstanding Items to be Addressed by Owner's Proposed Timeline

These items were identified by the Building Department as deterrents to the building's safety and structural integrity.

- Roof completion- Mostly complete except for a small section on the rear ell
- Foundation instability – to be completed by December 2019
- Damaged or missing siding – Infill replacement siding was to be replaced by 11/12/2019 so the HDC may gauge its appropriateness for the rest of the building.
- Damaged windows and doors -TBD
- Deterioration of porches on the façade and west elevation, including porch decking, ceiling, and eaves- TBD.













WHERE TO BUY (/EN-US/
WHERE-TO-BUY)

GET HELP ON YOUR PROJECT (/EN-US/GET-
HELP?JWCT_GETHELP=UTILITYLINKS)

FOR INVESTORS ^{USA} [↗](#)

PRO SIGN IN
(/EN-US/SIGN-IN)

(HTTP://INVESTORS.JELD-
WEN.COM/)

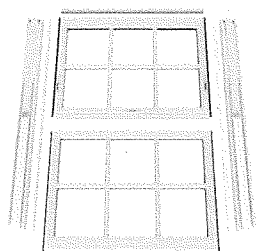


(/en-us)

JELD-WEN
WINDOWS & DOORS

SEARCH

Siteline™ Clad-Wood Window: Double-Hung Sash Pack



Model Overview

PROJECT TYPE

New construction and replacement

MAINTENANCE LEVEL

Moderate

WARRANTY

20 Year Warranty

COLORS & FINISHES

27 Exterior Colors

28 Interior Finish Options

FRAME OPTIONS

Sash Replacement System

GLASS

Energy efficient, tinted, textured and protective.

DIVIDED LITES

Grilles between the glass.

HARDWARE

1 Lock option in 9 finishes

CONSTRUCTION

Tilt Sash

MATERIALS

1 Wood Options



PRICING

Many options will influence the price of your window.
To get an estimate, contact your JELD-WEN dealer.

WHERE TO BUY (/EN-US/WHERE-TO-BUY?PID=145811)

GET HELP ON YOUR PROJECT (/EN-US/GET-HELP?PID=145811&JWCT_GETHELP=PRODUCTPAGE)

Model Details & Options

Materials

WOOD OPTIONS

 **AuraLast™**



AuraLast® Pine

AuraLast® pine is a patented wood product that provides protection against wood rot, water damage and termites. This water-based process fortifies wood all the way to the core, providing an exclusive level of protection you'll only find through JELD-WEN and

backed by our limited lifetime warranty. Distinct color variations occur and the grain can appear straight or erratic depending on how it is cut from the log. The wood will darken and yellow with age, adding character and charm. It machines to a fine, smooth finish and easily accepts lighter stains and paint. Staining is recommended to achieve a uniform appearance because pine naturally contains resins that can affect penetration. Knots should be sealed before painting.

Colors & Finishes

EXTERIOR COLORS



Bone White



Brilliant White



Ivory



French Vanilla



Heirloom White



Mocha Cream



Desert Sand



Silver



Smoke



Stone



Flagstone



Cocoa





Surf



Sea Foam



Hunter Green



Moss



Hartford Green



Cranberry



Mesa Red



Stormy



Admiral



Navy



Steele Gray



Dark Chocolate



Chestnut Bronze



Luxury Bronze



Black

Preview
Unavailable

INTERIOR FINISH OPTIONS



AuraLast Pine Americano
Finish



AuraLast Pine Charcoal
Finish



AuraLast Pine Clear Lacquer
Finish



AuraLast Pine Cordovan
Finish



AuraLast Pine Fruitwood
Finish



AuraLast Pine Kodiak Finish



AuraLast Pine Walnut Finish



Alder Americano Finish



Alder Charcoal Finish



Alder Clear Lacquer Finish



Alder Cordovan Finish



Alder Fruitwood Finish



Alder Kodiak Finish



Alder Walnut Finish



Fir Americano Finish



Fir Charcoal Finish



Fir Clear Lacquer Finish



Fir Cordovan Finish



Fir Fruitwood Finish



Fir Kodiak Finish



Fir Walnut Finish



Paint Black



Paint Brilliant White



Paint Desert Sand





Paint Dove



Paint Gunmetal



Paint Ivory



Primed

Glass

ENERGY EFFICIENT GLASS

Our optional high-performance Low-E insulating glass lowers energy costs, helps homes stay cooler in the summer and warmer in the winter, reducing the fading of interior furnishings and condensation. It also delivers greater visible light transmittance than tinted glass. Clear glass consists of two panes of glass, sealed with an airspace and the perimeter of the unit is sealed. This option offers maximum visible light transmittance and superb energy efficiency in most climates. With Low-E glass, ENERGY STAR® qualified versions of this product are likely available. This means they meet or exceed the minimum energy efficiency criteria for your climate region. For more information, ask your dealer how to order JELD-WEN ENERGY STAR qualified products specific to your area.

LoE³-366

Low-E



Low-E EC

TINTED GLASS

Our optional tinted glass is ideal for climates with intense sunlight. It reduces glare and visible light transmittance, while also keeping homes more comfortable in warm weather. Optional clear glass consists of two panes of glass, sealed with an airspace and the perimeter of the unit is sealed. This option offers maximum visible light transmittance and superb energy efficiency in most climates.



Bronze Tinted



Clear



Gray Tinted



Green Tinted



Bronze Reflective Tinted

TEXTURED GLASS

We offer an array of glass types, each one with its own attractive texture, pattern or color. Add a distinctive touch to our windows with optional textured glass, which lets light in while maintaining privacy. This glass will not only enhance your chosen window and transoms, but also add radiance to your entire home.



Glue Chip



Matte Frost



Narrow Reed



Obscure



Rain



Seedy Reamy

PROTECTIVE GLASS



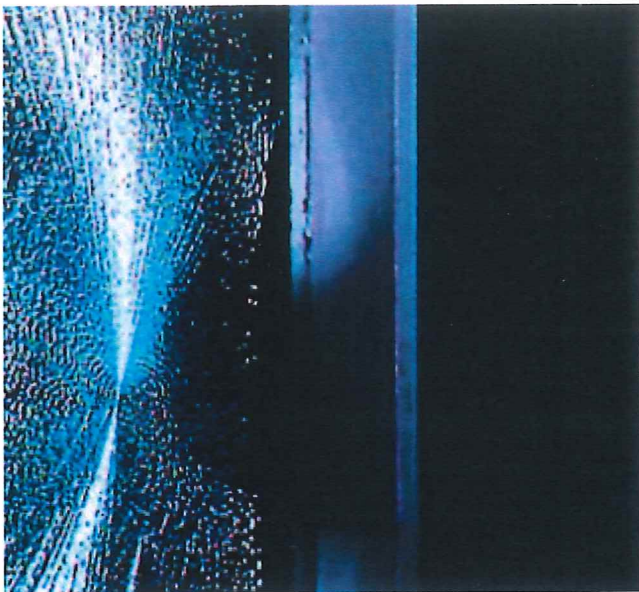
Neat®

With the Neat® glass option, you gain natural cleaning convenience. By harnessing the sun's UV rays (even when the sky is cloudy) to loosen dirt from the glass, rainwater can easily rinse away grime. No manual activation is required.



Preserve

Preserve® film comes standard on our window and patio door glass. It is factory-applied to both the interior and exterior surfaces of the glass. This means the glass surfaces will be reliably protected from debris and scratches that can occur during shipping and handling or at a construction site. So you won't need to spend extra time cleaning your new windows. What's more, it's easy to remove. *Please note, Preserve film is not available with impact-resistant glass or single pane units.

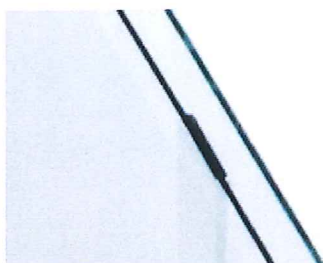


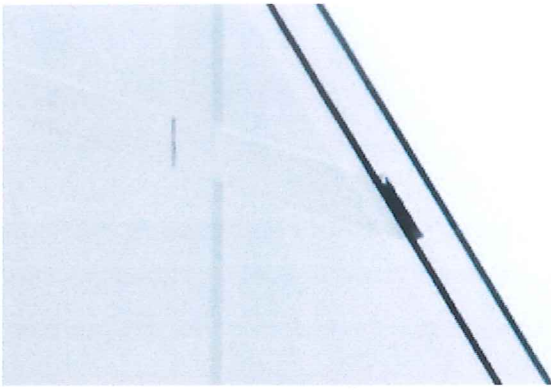
Tempered

The tempered glass option is available in all glass types and provides extra strength, enabling it to withstand force or pressure on its surface and it will not break into sharp pieces. Local building codes often require tempered glass to be used in all windows that are close to the floor or near doors, bathtubs or showers.

Divided Lites

GRILLES BETWEEN THE GLASS





Grilles Between the Glass

Add architectural interest with our divided lite options. Enjoy increased visual appeal and decreased maintenance with our grilles between the glass, which consist of a spacer bar placed between the panes of the insulating glass. They are an ideal choice because they require no upkeep and will not interfere with window cleaning. We offer 5/8" or 7/8" flat grilles, as well as 5/8" or 1" contour grilles in several grille patterns. These grilles are available in the color that matches the exterior color of the patio door you choose.

FULL-SURROUND REMOVABLE WOOD GRILLES



Full-Surround Removable Wood Grilles

Add architectural interest to your windows with our divided lite options. Our full-surround wood grilles are a convenient way to achieve the look of divided lites. These grilles are positioned on the interior glass and can be removed for easy cleaning. Grilles are available in 7/8", 1-1/8" and 1-3/8" widths in several grille patterns.

SIMULATED DIVIDED LITES



Simulated Divided Lites

Add architectural interest to your windows with our divided lite options. These options include simulated divided lites (SDL) for an authentic look. They feature grilles that are permanently attached to both the interior and exterior glass (aluminum for clad exteriors, wood for wood exteriors), metal bars placed between the panes of insulating glass to provide design detail.

GRILLE DESIGNS



Colonial Grille



No Grille



Prairie Grille



Top Down Grille

Hardware

LOCKS



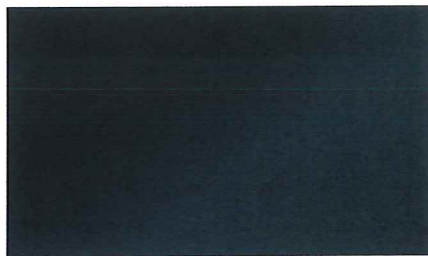
Sash Lock

LOCK HARDWARE FINISHES

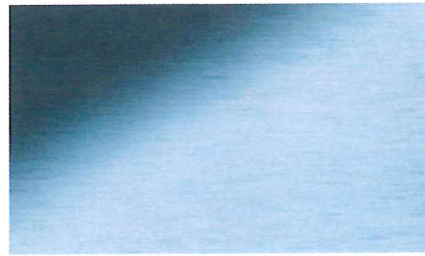
We offer a range of hardware and hardware finishes for our wood and clad-wood windows. We know a Victorian house feels all the more ornate with brass fixtures. And the shine of polished chrome adds a contemporary edge to traditional architecture. Our selection ensures you can make the statement you want down to the last detail.



Antique Brass Finish



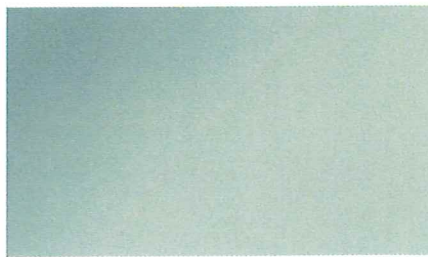
Black Finish



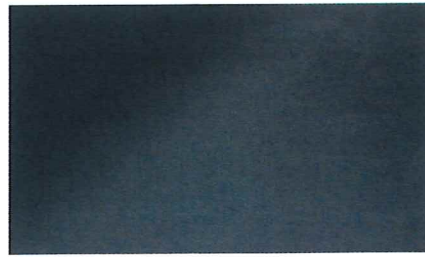
Brushed Chrome Finish



Chestnut Bronze Finish



Desert Sand Finish



Oil-Rubbed Bronze Finish



Polished Brass Finish



Satin Nickel Finish

White Finish

Construction & Framing

CONSTRUCTION



Tilt Sash

Our double-hung windows include a tilt latch which allows you to easily tilt the sash in to allow for convenient cleaning from the inside of your home. Tilt latches will match the hardware color of your window.

FRAME OPTIONS

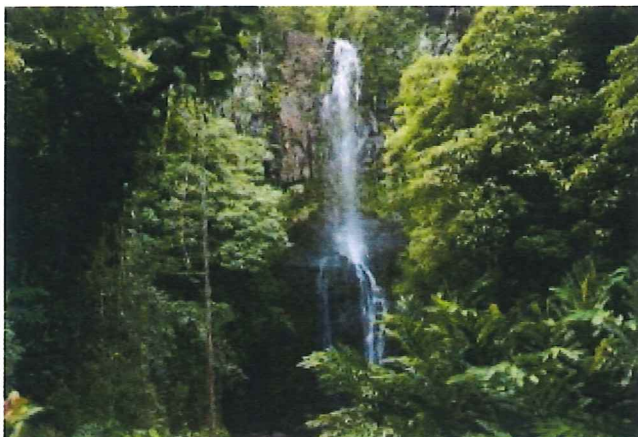


Sash Replacement System

We offer sash double-hung replacement windows, which is a breeze to install in a replacement application to replace an older sash. It is quick to install because the window frame and trim pieces typically remain in place. System is provided with all the necessary parts and hardware for replacing existing windows while keeping trim and frame intact. Materials include one upper sash with weatherstrip, one lower sash with weatherstrip, pine head jamb filler with weatherstrip flange, wood head parting stop, one pair of vinyl concealed jamb liners with balance hardware, common and finishing nails, metal jamb liner brackets with nails, two foam head jamb liner gaskets and screw hole covers.

Energy & Sustainability

SUSTAINABLE SOLUTIONS



Sustainability at JELD-WEN

At JELD-WEN, sustainability is nothing new. With origins rooted in wood product manufacturing, our legacy has been to make windows, doors and components in a manner consistent with efficient use of what nature provides. In effect, we've always strived to make stiles and sash, not sawdust. To us, minimizing waste has always made good ecological and business sense. Our mission is to develop high performance, high-value products that satisfy our customers' needs, while also caring for our communities by seeking ways to reduce our impact on the environment. We also realize that there is still work to be done. Sustainability is a journey, and our on-going efforts will remain directed toward continual improvement of our products, processes and culture. We do this not because it's popular. We do it because it's the right thing to do.



ENERGY STAR® Qualified Options

We are committed to offering products for improved energy efficiency in your home. This product has ENERGY STAR qualified options to save energy and meet current requirements. As proof of our commitment, JELD-WEN has received the 2010 ENERGY STAR Partner of the Year award. The award signifies outstanding contributions to protecting the environment through energy efficiency and is presented to only a handful of 17,000 organizations that participate in the program each year. Our company-wide commitment to energy conservation excellence is part of our continued commitment to bringing reliability to your home and life. For more information, ask your dealer about JELD-WEN ENERGY STAR products.



Home Innovation

NGBS GREEN CERTIFIED™

NGBS Green Certified

FSC®-certified ENERGY STAR® wood windows and patio doors with AuraLast® wood manufactured by JELD-WEN have been approved for points toward National Green Building Certification to the ICC 700-2008 National Green Building Standard for residential construction.



 **AuraLast™**

Reduced VOCs

The AuraLast® manufacturing process releases 96 percent fewer VOCs than traditional treatments, one more reason that AuraLast--The Worry-Free Wood® really is worry-free. AuraLast is JELD-WEN's exclusive water-based wood protection process. Unlike typical solvent-based dip treatments that only coat a thin layer on the wood's surface, AuraLast delivers durable 100 percent surface-to-core protection. AuraLast is 100 percent real wood, so homeowners don't have to sacrifice the beautiful appearance for industry-leading protection.

WHERE TO BUY (/EN-US/WHERE-TO-BUY)

GET HELP ON YOUR PROJECT (/EN-US/GET-HELP?
JWCT_GETHELP=FOOTERCTA)

(https://www.facebook.com/jeldwen/ (https://www.youtube.com/channel/UCv1m38Wj2dVnW0r7OS) (https://www.linkedin.com/company/jeld-wen/ (https://www.instagram.com/jeldwen/))

- WINDOWS & DOORS
- +
- DISCOVER
- +
- SUPPORT
- +
- OUR COMPANY
- +

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PRIVACY POLICY (/EN-US/ABOUT-US/GENERAL-INFORMATION/PRIVACY-POLICY) | SUPPLY CHAIN TRANSPARENCY (/EN-US/ABOUT-US/COMPANY/SUPPLY-CHAIN-TRANSPARENCY) | INTERNATIONAL  (HTTP://JELD-WEN.NET/)

Plt DC-19-0120
26556
C#5009



City of Ypsilanti
Historic District Commission
Work Permit Application

One South Huron • Ypsilanti, MI 48197
Phone: (734) 483-9646 • Fax: (734) 483-7260
www.cityofypsilanti.com

OFFICE USE ONLY

Date Filed:

Meeting Date:

Action Item/Study Item

To complete this application:

1. Complete this form.
2. Attach the following documents:
 - a. Photo(s) showing all locations where work is proposed (can be emailed).
 - b. Catalog cut sheets or similar details for windows, doors, light fixtures, and any other manufactured or preassembled components—this includes information from catalogues, professional quotes, or websites (can be emailed).
 - c. Dimensioned drawings of any new construction or modifications to existing structures, including awnings and signs.
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INCOMPLETE APPLICATIONS WILL NOT BE PLACED ON THE AGENDA

Property

Address

305 E Forest, Ypsilanti, MI 48198

Applicant

**If applicant is not owner of property, a written statement from the owner authorizing this application must be included.*

Name

Neighborhood Roofing

Address

832 phoenix Dr.

City

Ann Arbor

State

MI

Zip

48108

Phone / Fax

734-994-6500

E-Mail

Contractor

Contractor Name & Contact Info

Same

Type of work

- ☒ Roofing
☐ Window/Door Replacement

- ☐ Porches
☐ Sign
☐ Fence (or other sitework)

- ☐ Painting
☐ Other
☐ Application Amendment

Complete Description of Proposed Work:

-Tear off and Re-roof on House
and garage using dimensional
Shingles

Shingle = Owens Corning Oakridge in "Twilight
Black"

Vents = No vents = It is a Hot Roof

T-Drip = White

Materials (for paint include color chips or samples with application):

Permit Application Fee (action items only)

The fee is \$45 for the first \$3,000 in construction cost plus \$5 for every additional \$3,000 of construction cost. There is a flat fee of \$10 for painting only. *An additional fee of \$50 applies to HDC work started without the applicable permit.*

Construction Cost:

7080.00

Permit fee:

\$45 + 10 = \$55.00

Signature

I hereby attest that the above information is accurate. I am authorized to and grant permission to the City of Ypsilanti staff to be on the subject property for the purposes of preparing staff reports and/or evaluating this application.

I further affirm that this property has, or will have before the proposed work is completed, a fire alarm system or smoke alarm complying with the Stille-DeRossett-Hale single-state construction code, PA 230 of 1972, as amended.

Signature:

[Redacted Signature]

Date:

11/4/19

Print Name:

Tom Meadows

If you have questions about what the HDC generally permits or does not permit, or what they need to see in an application to render a decision, please call the office at 734-483-9646 or view our factsheets online at cityofypsilanti.com/hd.

All other necessary approvals and permits must be acquired before beginning work.









City of Ypsilanti
Historic District Commission
Work Permit Application

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Property

Address

301 N Adams

Applicant

**If applicant is not owner of property, a written statement from the owner authorizing this application must be included.*

Name

Scott Klaassen

Address

[Redacted]

City

Ypsilanti

State

MI

Zip

48197

Phone / Fax

[Redacted]

E-Mail

[Redacted]

Contractor

Contractor Name & Contact Info

[Redacted]

Type of work

- ☒ Roofing
☐ Window/Door
 Replacement

- ☐ Porches
☐ Sign
☐ Fence (or other sitework)

- ☐ Painting
☐ Other
☐ Application Amendment

Complete Description of Proposed Work:

Replace section of roof shingles → Garage
approx 40% of roof
New shingles to match existing east side shingles
Certainted Landmark
asphalt dimensional shingles
color: weathered wood

Materials (for paint include color chips or samples with application):

Permit Application Fee (action items only)

The fee is \$45 for the first \$3,000 in construction cost plus \$5 for every additional \$3,000 of construction cost. There is a flat fee of \$10 for painting only. *An additional fee of \$50 applies to HDC work started without the applicable permit.*

Construction Cost: \$ 750⁰⁰

Permit fee:

\$45 + _____ =

Signature

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I further affirm that this property has, or will have before the proposed work is completed, a fire alarm system or smoke alarm complying with the Stille-DeRossett-Hale single-state construction code, PA 230 of 1972, as amended.

Signature:

Date:

11/14/19

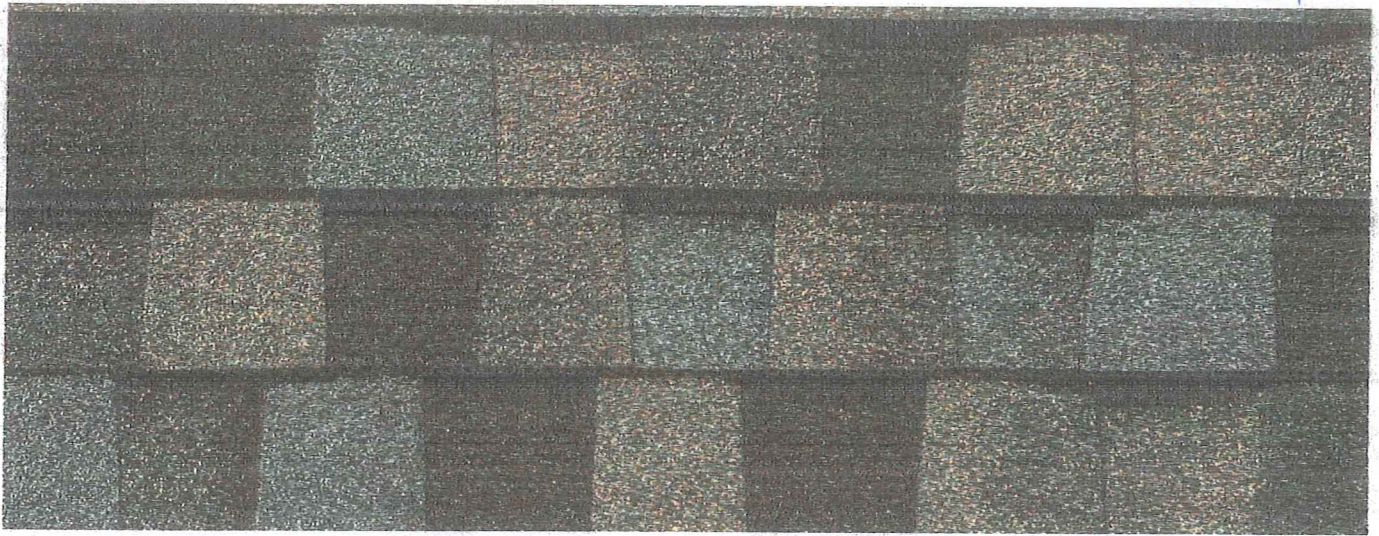
Print Name:

Scott Klaassen

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All other necessary approvals and permits must be acquired before beginning work.

PHDC-19-0121



Certainteed Landmark
asphalt shingles
color: Weathered Wood







RECEIVED

NOV 25 2019

CITY OF YPSILANTI
BUILDING DEPARTMENT

City of Ypsilanti

Historic District Commission

Work Permit Application

One South Huron • Ypsilanti, MI 48197
Phone: (734) 483-9646 • Fax: (734) 483-7260
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INCOMPLETE APPLICATIONS WILL NOT BE PLACED ON THE AGENDA

Property

Address

201 W. Mich. Ave. Ypsilanti, MI. 48197

Applicant

**If applicant is not owner of property, a written statement from the owner authorizing this application must be included.*

Name

S.B. Walker Contracting LLC

Address

City

Livonia

State

MI.

Zip

48154

Phone / Fax

E-Mail

Contractor

Contractor Name & Contact Info

Steve Walker

Type of work

- ☒ Roofing
☐ Window/Door Replacement

- ☐ Porches
☐ Sign
☐ Fence (or other sitework)

- ☐ Painting
☐ Other
☐ Application Amendment

Complete Description of Proposed Work:

Re-roof of Building Talroom Bar+Grill
Install a TPO membrane roofing system
Install new coping metal color to match
Existing paint scheme.
Work to be done in accordance with HDC
approval.

Materials (for paint include color chips or samples with application):

Permit Application Fee (action items only)

The fee is \$35 for the first \$3,000 in construction cost plus \$5 for every additional \$3,000 of construction cost. There is a flat fee of \$35 for painting only. *An additional fee of \$50 applies to HDC work started without the applicable permit.*

Construction Cost:

\$15,000.00

Permit fee:

\$35 + _____ = 65.00

Signature

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I further affirm that this property has, or will have before the proposed work is completed, a fire alarm system or smoke alarm complying with the Stille-DeRossett-Hale single-state construction code, PA 230 of 1972, as amended.

Signature

[Redacted Signature]

Date:

11/25/19

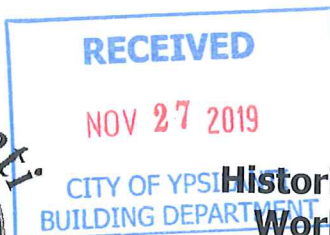
Print Name:

Steve Walker

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All other necessary approvals and permits must be acquired before beginning work.





**City of Ypsilanti
Historic District Commission
Work Permit Application**

One South Huron • Ypsilanti, MI 48197
Phone: (734) 483-9646 • Fax: (734) 483-7260
www.cityofypsilanti.com

R. 26612
6796
PHDC-19-0126

OFFICE USE ONLY

Date Filed:

Meeting Date:

Action Item/Study Item

To complete this application:

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INCOMPLETE APPLICATIONS WILL NOT BE PLACED ON THE AGENDA

Property

Address

314 Pearl St.

Applicant

**If applicant is not owner of property, a written statement from the owner authorizing this application must be included.*

Name

Brian Smith

Summit Commercial Roofing

Address

[Redacted Address]

City

Livonia

State

MI

Zip

48151

Phone / Fax

[Redacted Phone/Fax]

E-Mail

[Redacted E-Mail]

Contractor

Contractor Name & Contact Info

Summit Commercial Roofing

Type of work

☒ Roofing

☐ Window/Door Replacement

☐ Porches

☐ Sign

☐ Fence (or other sitework)

☐ Painting

☐ Other

☐ Application Amendment

Complete Description of Proposed Work:

Re-roof - GARAGE - Install 60mil felt-backed PVC
(FLAT ROOF) roofing materials
- Install Flashings on curbs and stacks.

Materials (for paint include color chips or samples with application):

PVC - Roofing - white
~~PVC~~

Permit Application Fee (action items only)

The fee is \$45 for the first \$3,000 in construction cost plus \$5 for every additional \$3,000 of construction cost. There is a flat fee of \$10 for painting only. *An additional fee of \$50 applies to HDC work started without the applicable permit.*

Construction Cost:

\$5,200⁰⁰

Permit fee:

\$45 + _____ =

Signature

I hereby attest that the above information is accurate. I am authorized to and grant permission to the City of Ypsilanti staff to be on the subject property for the purposes of preparing staff reports and/or evaluating this application.

I further affirm that this property has, or will have before the proposed work is completed, a fire alarm system or smoke alarm complying with the Stille-DeRossett-Hale single-state construction code, PA 230 of 1972, as amended.

Signature:

Date:

Print

11-27-19

Brin Smith

If you have questions about what the HDC generally permits or does not permit, or what they need to see in an application to render a decision, please call the office at 734-483-9646 or view our factsheets online at cityofypsilanti.com/hd.

All other necessary approvals and permits must be acquired before beginning work.

PHDC-19-0126

SUMMIT

COMMERCIAL ROOFING

Estimate

P.O. Box 51646 Livonia, MI 48151
 (734)-422-8280 FAX: (734)-422-8290

8/8/2019

NAME / ADDRESS
University Properties Ypsilanti, MI

PROJECT
314 Pearl- Garage

DESCRIPTION

Labor and Material to re-roof the building as follows:

- 1 Install Sika 60 mil felt-backed PVC (white) EnergyStar single-ply roofing system.
- 2 Flash the parapet walls and curbs with Sika 60 mil PVC(white) EnergyStar material
- 3 Seal around all roof protrusions to form a watertight seal.
- 4 Install new metal termination bar around the perimeter of the roof.
- 5 Clean up all job debris and haul away.

Guarantee: Fifteen (15) year full system warranty

Total: \$5,200.00

Payment to be made as follows: 50% down, 50% upon completion \$2,600.00

Signature of Proposal:

Brian Smith

Acceptance of Proposal

Signature: Date: 10/30/19

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All warranties are non-transferable. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire and other necessary insurance.

If there is any dispute between the parties relating to this Agreement, or any breach thereof, the sole and exclusive remedy will be Arbitration. The Arbitration will be before a single Arbitrator in Wayne County, Michigan as set forth in accordance with the rule of the American Arbitration Association. A judgement upon the award may be entered in any court having jurisdiction thereof. The Arbitrator is explicitly authorized to award attorney's fees and costs to the prevailing party as part of their reward. This Arbitration shall be self-executing, and in the event that the Customer fails to appear at any properly noticed Arbitration proceeding, award may be entered against Customer notwithstanding their failure to appear.







10845 Olive Boulevard, Suite 260, Saint Louis, Missouri 63141 - 314.997.6111 - www.trileaf.com

November 18, 2019

Ypsilanti Historical Society

Attn: Mr. Bill Nickels, President

220 North Huron Street

Ypsilanti, MI 48197

Phone: [REDACTED]

RE: **Cellco Partnership and its controlled affiliates doing business as Verizon Wireless (Verizon Wireless) – 40213_ANN ARBOR EAST_5G - A / 616381839 – Trileaf Project #656543**

301 N Hamilton Street, Ypsilanti, MI 48197

Washtenaw County, Ypsilanti East Quadrangle (USGS)

Latitude: 42° 14' 41.42" N, Longitude: 83° 37' 3.43" W

Dear Mr. Nickels,

Trileaf Corporation is in the process of completing a Section 106 review at the referenced property. Our client proposes to collocate three (3) small cell communications antennas and associated equipment on an existing 38.5-foot tall utility pole. The proposed development is located with a public right-of-way, consisting of maintained grass. The antenna will be licensed by the Federal Communications Commission (FCC).

Our investigation includes determining if the site is contained in, on or within the viewshed of a building, site, district, structure or object, significant in American history, architecture, archaeology, engineering or culture, that is listed, or eligible for listing on the State or National Registers of Historic Places, or located in or on an Indian Religious Site.

Trileaf is requesting information regarding this tower's potential effect on Historic Properties. All information received will be forwarded to the State Historic Preservation Office (SHPO) as part of the Section 106 review process. *Additionally, this invitation to comment is separate from any local planning/zoning process that may apply to this project.*

If you wish to comment or be considered a consulting party, please respond within thirty (30) days of the date of this letter. If a response is not received within thirty (30) days, it will be assumed that you have no objections to this undertaking. A site topography map and aerial photograph are enclosed for your reference.

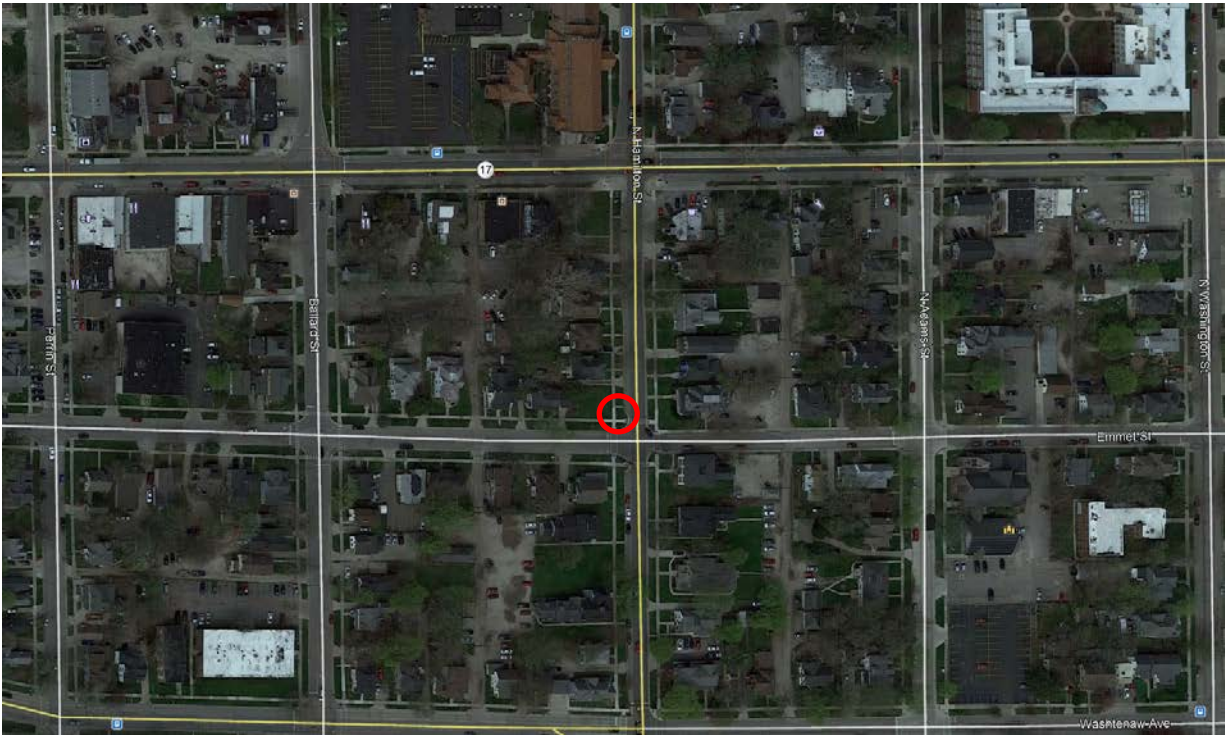
Please call me at (314) 997-6111 or email m.gehrke@trileaf.com if you need additional information or have any questions. Thank you for your assistance in this regard.

Sincerely,

[REDACTED]
Project Scientist II

North





Site Location & Surrounding Properties



Site Location

Aerial Photographs (2019)

Verizon Wireless – 40213_ANN ARBOR EAST_5G - A
 301 North Hamilton Street
 Ypsilanti, MI 48197







DO NOT
ENTER





City of Ypsilanti
HISTORIC DISTRICT COMMISSION
One South Huron Street
Ypsilanti, Michigan 48197

2019 Calendar of Meetings

The regular meetings of the City of Ypsilanti **Historic District Commission** for the year of 2020 will be held on the **second and fourth Tuesdays of each month**, unless a holiday falls on that date. Unless otherwise indicated, meetings will start at 7:00 p.m. in the City Hall Council Chambers (first floor) at One South Huron Street, Ypsilanti, Michigan.

Dates for the 2019 HDC meetings are as follows:

January 14	January 28
February 11	February 25
March 10	March 24
April 14	April 28
May 12	May 26
June 9	June 23
July 14	July 28
August 11	August 25
September 8	September 22
October 13	October 27
November 10	November 24
December 8	December 22

The City of Ypsilanti encourages persons with disabilities to participate and will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired, Limited English Proficiency (LEP) services, and audios of printed materials being considered at the meeting. Individuals requiring auxiliary aids or services should provide two (2) days' notice to the City, and contact the City by writing or calling the following:

City Clerk's Office
One South Huron Street
Ypsilanti, Michigan 48197-5420
(734) 483-1100

All persons are welcome to attend. For further information on the Historic District Commission, contact the Planning and Development Department at the above address, or 734-483-9646, or www.cityofypsilanti.com/hdc.



MINUTES

City of Ypsilanti
HISTORIC DISTRICT COMMISSION MEETING
Ypsilanti Historical Society – 220 N Huron Street
Ypsilanti, Michigan 48197

Tuesday, November 12, 2019
7:00 P.M.

CALL TO ORDER AND ROLL CALL

Alex Pettit Interim Chair 7:05 PM

Commissioners Present: Alex Pettit, Anne Stevenson, Hank Prebys, Jane Schmiedeke, Erika Lindsay, Ron Rupert

Commissioners Absent: Amy Swift

Staff Present: Scott Slagor, Preservation Planner
Nancy Hare-Dickerson, Commission Recording Secretary

APPROVAL OF AGENDA

Slagor: Staff request to add 100 E Cross as a study item.

Motion: Prebys (second: Schmiedeke) moved to approve the agenda as amended, to add 100 E Cross as a study item.

Approval: Unanimous. Motion carried.

PUBLIC COMMENT ON AGENDA ITEMS- none

PUBLIC HEARING—none

OLD BUSINESS—none

NEW BUSINESS

224 N River

**Front porch replacement.*

Applicant: Judy Weinburger, owner- present.

Discussion: Weinburger: Stated that she has been upgrading the house *[reference before/after photos]*.

Stated that one of the last pieces is the wood porch. Indicated that the porch has to be painted every year and that she would like to change it to a Trex-type product *[reference photos]*. Stated that it is a compressed wood that is very low maintenance *[provided sample for review]*. Stated that it would be the same style of railing. Stated that the railing is a metal product and would match. Stated that it would all be a dark kind of Rosewood color *[reference materials]*.

Schmiedeke: Indicated that the sample material appears to be very slippery.

Weinburger: Indicated that the texture of the sample is different than the proposed product. Stated that you can get different textures. Indicated that the proposed product has much more grit in it than the sample does.

Prebys: Asked how the lattice work under the porch would be handled.

Weinburger: Stated that it is going to be lattice work like that *[reference materials]* on the sides and painted to match. Stated that it would look essentially the same to put in new lattice work.

Prebys: Indicated that it would be preferable to have that bit of lattice framed in wood *[reference photo materials]*.

Weinburger: Acknowledged.

Prebys: Asked how the railing system is put together.

Weinburger: Stated that the top of the balusters is metal. Stated that the railing itself is a capped product like this wood *[reference materials]*.

[Discussion continued as to installation process of the railing system/appearance]

Weinburger: Stated that she can reconsider the kind of railing. Stated that she would like the railing to match as closely as what she has. Stated that she can go to a different place and get a different product in wood and paint it. Stated that the railing does not deteriorate the way the surface does.

Lindsay: Asked about the possibility of using the existing railing.

Weinburger: Stated that it would be possible to sand and repaint it. Stated that this *[reference proposed product]* would need less maintenance and that it comes with the handrails that match.

[Discussion continued as to proposed materials; considerations re: a non-historic home; installation/color considerations]

Stevenson: Asked if applicant is okay with a framed wood lattice that would be painted to match.

Weinburger: Confirmed.

Motion: Stevenson (second: Rupert) moved to issue a certificate of appropriateness for work at 224 N River as submitted in the application dated October 31, 2019, for replacing the front porch exterior wood components with Ultra Deck Low-Maintenance Composite materials; including the deck, treads and balustrade in the color "Rosewood," per the drawing submitted and dated November 12. Also, the property owner will install a wood lattice skirt, painted to match the "Rosewood" color.

Secretary of the Interior Standards:

#9 – Contemporary designs shall be compatible and not destroy significant original material.

Approval: Unanimous. Motion carried.

305 N Hamilton

**The application for roof replacement and gutter installation was moved to the end of the agenda as the applicant was not present.*

311 E Forest

**Garage door replacement.*

Applicant: Nikki Nabozny, owner –present.

Discussion: Pettit: Indicated that the application is for a garage door. Asked applicant to talk to the Commission about what is being planned.

Nabozny: Indicated that she recently purchased the home. Indicated that she was told that the garage door is unsafe because of the springs. Stated that the door is rotting. Stated that the plan is to replace the garage door with the Clopay T50S style metal door, in standard white, with windows along the top. Stated that in the submitted permit, two windows were listed but that there are actually four windows along the top.

[Discussion re: current manufacturer styles of garage door options]

Rupert: Asked if it is a single car garage.

Nabozny: Confirmed.

Rupert: Asked if the current door opens out and swings up.

Nabozny: Stated that it swings up and then into the garage.

Rupert: Asked if the replacement is a roll-up section.

Nabozny: Confirmed.

Motion: Prebys (second: Schmiedeke) moved to approve and issue a certificate of appropriateness for

work at 311 E Forest as submitted in the application dated November 5, 2019, for replacement of the overhead garage door with a Clopay Value Series T50S short panel door, in white, with two or four single-light windows.

Secretary of the Interior Standards:

#9 – Contemporary designs shall be compatible and not destroy significant original material.

Approval: Unanimous. Motion carried

422 N Hamilton

**Roof and structural repairs for carriage barn.*

Applicant: Karl and Azar Staffeld, owners –present.

Discussion: Pettit: Indicated that there is an out building that needs work. Asked applicant to talk the Commission through what is proposed.

K. Staffeld: *[Discussed background history of past planning/work preparation]*. Stated that the inside is now completely clean and that they are prepared to straighten the building as best as possible. Stated that the building is out of plumb by about five inches. Stated that the plan would be to chain from one side, at the very bottom of one post to the top of the other, and pull the chain tight and unrack it. Stated that he has already put one chain on it and it moved the building quite a bit.

[Continued discussion as to reasons for intended process to straighten building]

Stated that once the building is straighter, the plan is to have horizontal cross bracing in there at the point where the roof meets the wall, to secure the roof. Stated that the plan is to tear the roof all the way down to the rafters and put new OSB on, new shingles, a new continuous ridge vent, deck vents and also a three-inch sanitary penetration to go through the roof for a future unit. Stated that new collar ties will be installed at all of the rafter locations and that a king post will be installed to secure each one of the thirteen rafters. Stated that the roofing material is a dimensional shingle to match the existing house. Stated that the existing color will be matched.

Rupert: Asked if it has a dirt floor.

K. Staffeld: Confirmed.

Rupert: Asked what will be done with the foundation of the building.

K. Staffeld: Indicated that a foundation would be dug from the inside when the ground thaws. Stated that the plan is to straighten the building, put a new roof on it, get rid of and clean up the vegetation that is growing up the side, button it up; then come back in March and start at that point to dig the utilities in and then to build the foundation and then work on the inside.

Pettit: *[Initiated discussion as to timeline]*

K. Staffeld: Stated that the trusses and straightening the building will not take more than two weeks. Indicated that he can have this wrapped up in four weeks from now.

Motion: Stevenson (second: Prebys) moved to approve and issue a certificate of appropriateness for work at 422 N Hamilton as submitted in the application dated November 5, 2019, for stabilization of the carriage barn structure as described by the property owner in order to straighten and return the building from being out of plumb using a variety of methods, et al., as explained; to mothball the building, do clean-up work and removal of vegetation; reroofing with an OSB underlayment and Heritage Tamko dimensional shingles in "Weathered Wood." Flashing and drip edges shall be dark brown. Ventilation shall be achieved through ridge and deck vents.

Secretary of the Interior Standards:

#2 - Do not destroy original character. Do not remove or alter historic material or features.

#9 – Contemporary designs shall be compatible and not destroy significant original material.

Approval: Unanimous. Motion carried

315 Washtenaw

**Lighting and door permit- extension.*

Applicant: Karl and Azar Staffeld, owners –present.

Discussion: K. Staffeld: Stated that they had previously submitted an application for door colors for three doors that needed to be installed. Stated that there was also lighting that was submitted and approved by the HDC. Indicated that the time allotted has expired and asked that it be extended to allow time to complete the aforementioned work at 422 Hamilton.

Motion: Prebys (second: Stevenson) moved to extend the decision on the application for 315 Washtenaw for six months.

Approval: Unanimous. Motion carried

422 N Hamilton

**Demolition by Neglect Determination.*

Applicant: Karl and Azar Staffeld, owners –present.

Discussion: Pettit: *[Procedural discussion ensued]*

Stevenson: Suggested that the things just discussed on the previous application may address the issues that are here.

[Discussion as to amount of time needed for progression of work]

K. Staffeld: Stated that the vegetation could be removed in two weeks. Stated that they also have a quote from the roofer.

A.Staffeld: Stated that they would have to do the work in two phases. Asked for sixty days to allow for preparing the building for winter and to remove the vegetation. Stated that phase two could occur in May/June to be able to make inside improvements.

[Timeline and procedural discussion continued]

Motion: Lindsay (second: Stevenson) moved to table the discussion of demolition by neglect determination for the outbuilding at 422 N Hamilton, citing the need for more information and progress on the project.

Approval: Unanimous. Motion carried

STUDY ITEMS

302 E Cross

**The Demolition by Neglect Timeline for Repair was moved to the end of the agenda as the owner was not present.*

100 E Cross

**Solar installation.*

Applicant: Dave Strenski, SolarYpsi.

Discussion: Strenski: Explained the backstory and details of his involvement in the solar installation project for the Ypsilanti Auto Museum. Stated that a \$25,000 donation will cover the cost of a 10KW system. Stated that he has a quote from ChartHouse Energy to do that *[reference handout material]*.

[The Commission reviewed and discussed handout material]

NEW BUSINESS

**Returned to New Business*

305 N Hamilton

**Roof replacement and gutter installation*

Applicant: Jack Sofia, owner –not present.

Discussion: *[The Commission reviewed and discussed reference materials]*

Motion: Prebys (second: Schmiedeke) moved to issue a certificate of appropriateness for work at 305 N Hamilton as submitted in the application dated October 31, 2019, for reroofing the house with RoofGuard dimensional shingles in "American Walnut." The existing can vent on the façade slope shall be removed and new can vents shall only be added to the side and rear slopes. New K-style gutters in "Imperial Brown" shall be added to the house and porch, with the condition that the downspouts are to be placed at the corners of the building. New fascia boards are to be replaced in-kind and painted to match the existing trim.

Secretary of the Interior Standards:

#9 – Contemporary designs shall be compatible and not destroy significant original material.

#10 – New work shall be removable.

Approval: Unanimous. Motion carried

STUDY ITEMS

**Returned to Study Items*

302 E Cross

**Windows and Siding Update.*

Applicant: Max Ziebarth, owner – not present.

Discussion: Slagor: Staff updated the Commission as to contact with owner. Stated that owner dropped off a packet on the windows and siding sample materials. Staff discussed telephone conversation that was had with owner as to issues with building.

[Discussion as to lack of work progress] [Procedural discussion ensued]

Motion: Rupert (second: Stevenson) moved that the building at 302 E Cross, demolition by neglect determination, should be immediately sealed off with tarps and boards on the windows and openings.

Approval: Unanimous. Motion carried

ADMINISTRATIVE APPROVALS

1. **207 Olive** Roof replacement
2. **516 N Hamilton** Roof replacement

Motion: Lindsay (second: Stevenson) moved to accept the administrative approvals for 207 Olive and 516 N Hamilton, both for roof replacement.

Approval: Unanimous. Motion carried.

OTHER BUSINESS

1. Property Monitoring

Slagor: General comments/discussion on property monitoring.

400 N River

Rupert: Update.

100 W Michigan

Slagor: Update.

2. Staff updates for HDC in 2020

Discussion regarding upcoming changes.

DRAFT

3. Honoring Commissioner Jane Schmiedeke

Staff presented Commissioner Schmiedeke with flowers from Mayor Bashert, Council and City staff, as well as a card from the Historic District Commission to honor her 40 years of service on the Commission and her dedication to the City.

4. Commissioner Comments

Pettit: Discussion as to improving flow of discussion during meetings.

AUDIENCE PARTICIPATION ON NON-AGENDA ITEMS- none

HOUSEKEEPING BUSINESS

1. Special Election - Vice Chair

Nominations: Anne Stevenson – Accepted, 10-22-2019

Motion: Prebys (second: Schmiedeke) moved to accept the nomination of Commissioner Stevenson as Vice Chair.

Voice Vote: Unanimous. Motion carried.

2. Approval of the minutes of October 22, 2019

Motion: Rupert (second: Lindsay) moved to approve the minutes of October 22, 2019 as submitted.

Approval: Unanimous. Motion carried.

ADJOURNMENT

Interim Chairperson Pettit adjourned the meeting, citing the end of the agenda with no further items to discuss.

MEETING ADJOURNED at 8:26 p.m.

CITY OF YPSILANTI

Historic District Commission

Ypsilanti City Hall, 1 S Huron St.

Ypsilanti, MI 48197

An audio recording of the meeting will be made for the purpose of assisting in the preparation of official minutes only. Once the official minutes are approved the audio recording will be destroyed.

Alex Pettit, Interim-Chair

P

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IV. PUBLIC HEARING—none

1. 422 N Hamilton

Demolition by neglect determination

1. 32-42 N Huron

Alley retaining wall

2. 209 Pearl

Alley awning and gate

3. 100 W Michigan

Fenestration and structural work

1. 302 E Cross

Progress update and window proposal

1. 305 E Forest

Roof replacement

2. 301 N Adams

Garage roof replacement

3. 201 W Michigan

Roof replacement

4. 314 Pearl

Garage roof replacement

1. Section 106 Consulting Party – Small Cell Colocation at 301 N Hamilton

2. Property monitoring

3. Commissioner comments

VII. HOUSEKEEPING BUSINESS

1. Approval of 2020 HDC meeting schedule

2. Approval of meeting minutes, November 12, 2019

VIII. ADJOURNMENT

Secretary of the Interior's Standards for the Rehabilitation of Historic Structures

Developed by the U.S. Department of the Interior, the Standards provide a framework that guides protective decisions regarding historic structures. The Historic District Commission is required to cite applicable Standards with each formal decision it renders. It may also cite HDC Fact Sheets as part of its decision-making process.

1. Use property for original purpose or provide compatible use with minimal alteration.

A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.

2. Do not destroy original character. Do not remove or alter historic material or features.

The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.

3. Do not imitate earlier styles.

Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

4. Preserve significant changes acquired over time.

Changes to a property that have acquired historic significance in their own right will be retained and preserved.

5. Preserve distinctive features.

Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.

6. Repair, don't replace. Replacements shall match original.

Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

7. Clean building gently—no sandblasting.

Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

8. Preserve archaeological resources.

Archaeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

9. Contemporary designs shall be compatible and shall not destroy significant original material.

New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

10. New work shall be removable.

New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



HDC Demolition by Neglect

Staff Report- UPDATE

Property Address: 422 N Hamilton

Property History

Resident History

The property served as the Hutting family home for over sixty years. The house, and presumably carriage barn, were built by Joseph Hutting in 1892.¹ Hutting was a carpenter and millwright. He was born in 1862 in Ida, Michigan (Monroe County).² He married Frances Miller from Maybee, Michigan (Monroe County) in 1888.³ It is unclear when the couple moved to Ypsilanti. Joseph Hutting is listed as residing on Ballard Street prior to the construction of his house.⁴ The couple raised four children in the house, Eleonora, Edna, Harriet, and Bernard.⁵ Three additional children did not survive infancy.⁶

Joseph Hutting worked as a carpenter through the mid-1910s before becoming a millwright for Peninsular Paper; a career he retained for twenty-five years. While at home, the Hutting children held a variety of jobs. Eleonora worked as clerk and telephone operator for Michigan Bell, from 1910 through the 1930s. Edna was also a telephone operator- eventually “chief operator” before going back to school in the 1930s to become a nurse at St. Joseph hospital. By 1958 she had achieved a role as supervisor at St. Joseph. Harriet Hutting worked as a phone operator and supervisor for Michigan Bell before marrying George Max and moving out of the house.⁷ Like his father, Bernard Hutting became a millwright for Peninsular Paper.

Frances Hutting died September 1, 1930.⁸ By then most of the children had moved out of the house except for Eleonora and Edna. Joseph Hutting remained in the house until his death in May 1941. Edna

¹ *Ypsilanti Commercial*, “Joseph Hutting has his new house on...” April 15, 1892, 8.

² “Joseph Hutting.” Obituary Files Pre-1980, Ypsilanti Historical Society.

³ Ibid.

⁴ Ypsilanti City Directory 1892, p. 289.

⁵ “Joseph Hutting.” Obituary Files Pre-1980, Ypsilanti Historical Society.

⁶ *Ypsilanti Commercial*, “Theresa, the infant daughter of...” March 10, 1898, 3; S. Luck-Billhart, “Joseph Hutting,” last edited May 9, 2015, <https://www.findagrave.com/memorial/121857499/joseph-hutting>; *Ypsilanti Daily Argus*, “Little Louise Ruth Hutting...” March 12, 1903.

⁷ Ypsilanti City Directory 1920, p.660; 1926 p. 784; “Joseph Hutting.” Obituary Files Pre-1980, Ypsilanti Historical Society.

⁸ Joseph Hutting.” Obituary Files Pre-1980, Ypsilanti Historical Society.

and Eleonora remained in the house into the 1950s. Eleonora died in 1954 and Edna in 1959.⁹ The house was subsequently divided into multiple apartments, which has remained to the present day.

Building History

The property was first depicted on a Sanborn map in 1899. The map shows the footprint of the house had a similar footprint to the present day, however the wrap-around porch had not been installed. The carriage barn was shown as an unlabeled outbuilding with a small one-story attachment on the southwest corner, which is not extant. Between the house and stable was a one-story building that served as Joseph Hutting's carpenter shop that is also not extant. By 1909, the wrap-around porch had been added, the carpenter shop was no longer labeled as such, and the one-story section of the carriage barn appears to have been moved to east of the carpenter shop. This pattern remained as late as 1916. As of 1927 the carriage barn had been converted to a garage; the smallest of the three outbuildings had been removed, and the north side of the carpenter shop appears to have been opened; perhaps being used as open storage. By the mid-1960s the carpenter shop had been removed and the house had been converted to apartments. The carriage barn is the only outbuilding extant.

Property Significance

The property is contributing to the district under Criterion C, for significance in architecture. The Queen Anne-style house was erected by a local carpenter for his family home. The carriage house on the property was one of several outbuilding the family used in their daily lives and contributes to the setting and context of the property.

Demolition by Neglect Timeline

- 9/18/2017 The HDC approved work for the house and carriage barn. Plans for the carriage barn called for its conversion to an accessory dwelling unit.
 - To-date, work has been completed on the house but not the carriage barn.
 - Work approved in 2017 is now considered expired. The applicant should reapply for HDC approval before completing work on the carriage barn.
- 7/9/2019 Commissioner Schmiedke stated during the Property Monitoring section of the HDC meeting that the carriage barn appears to be a case of demolition by neglect.
 - Staff monitored the property for deterioration over the summer months.
 - Notable deterioration included the leaning structure and signs of weakness in the roof.
- 10/9/2019 Staff observed severe sagging in the roof, opening to full holes. The deterioration of the roof combined with the leaning of the structure indicate that if changes were not made, the building may be demolished by neglect.
- 10/11/2019 Staff sent the owners a Notice to Appear at the HDC meeting on November 12, 2019 where the HDC would make a determination if the property is a case of Demolition by Neglect. The notice was sent via certified mail.
- 10/17/2019 Notice was delivered to property owner.

⁹ Old Bones, "Eleonora C. Hutting," last modified May 15, 2011, <https://www.findagrave.com/memorial/69857354/eleonora-c-hutting>; "Edna M. Hutting," last modified May 15, 2011, <https://www.findagrave.com/memorial/69857460/edna-m-hutting>.

- 11/5/2019 The property owner applied for work on the building that appears to potentially resolve the structural and deterioration issues of the building.
- 11/12/2019 The HDC approved said work to the property and tabled the Demolition by Neglect discussion for an update on the property. See 11/12/2019 minutes for full discussion. Specifically, the owners were approved to:

Stabilization of the carriage barn structure as described by the property owner in order to straighten and return the building from being out of plumb using a variety of methods et.al as explained; to mothball the building and remove the vegetation; and reroofing with an OSB underlayment and Heritage Tamko dimensional shingles in "Weathered Wood." Flashing and drip edges shall be dark brown. Ventilation shall be achieved through ridge and deck vents.

- 11/27/2019 The owner provided staff with updates to show that the vegetation had been cleared from the building, interior stabilization using chains had been undertaken, and work to start on the interior roof structure soon.

Next Steps

The HDC shall review the work completed by the property owners thus far and make a determination if the resource is threatened with demolition by neglect. The HDC may request an official from the Building Department inspect the resource to gain more information about its condition. If the resource is found to be a case of demolition by neglect, then the owners must appear at an HDC meeting to discuss a timeline for repair. If the owners fail to adhere to the timeline, the HDC may take legal action to ensure the repairs are made.

Items to be Addressed

These items were identified by staff observation as having potential to demolish the resource by neglect

- A leaning structure.
- Sagging roof with large holes forming.

Recommended Motions:

Move to determine that the outbuilding at 422 N Hamilton is in danger of demolition by neglect and to require the owner to appear before the Historic District Commission on November 26, 2019 to determine a timeline for repair.

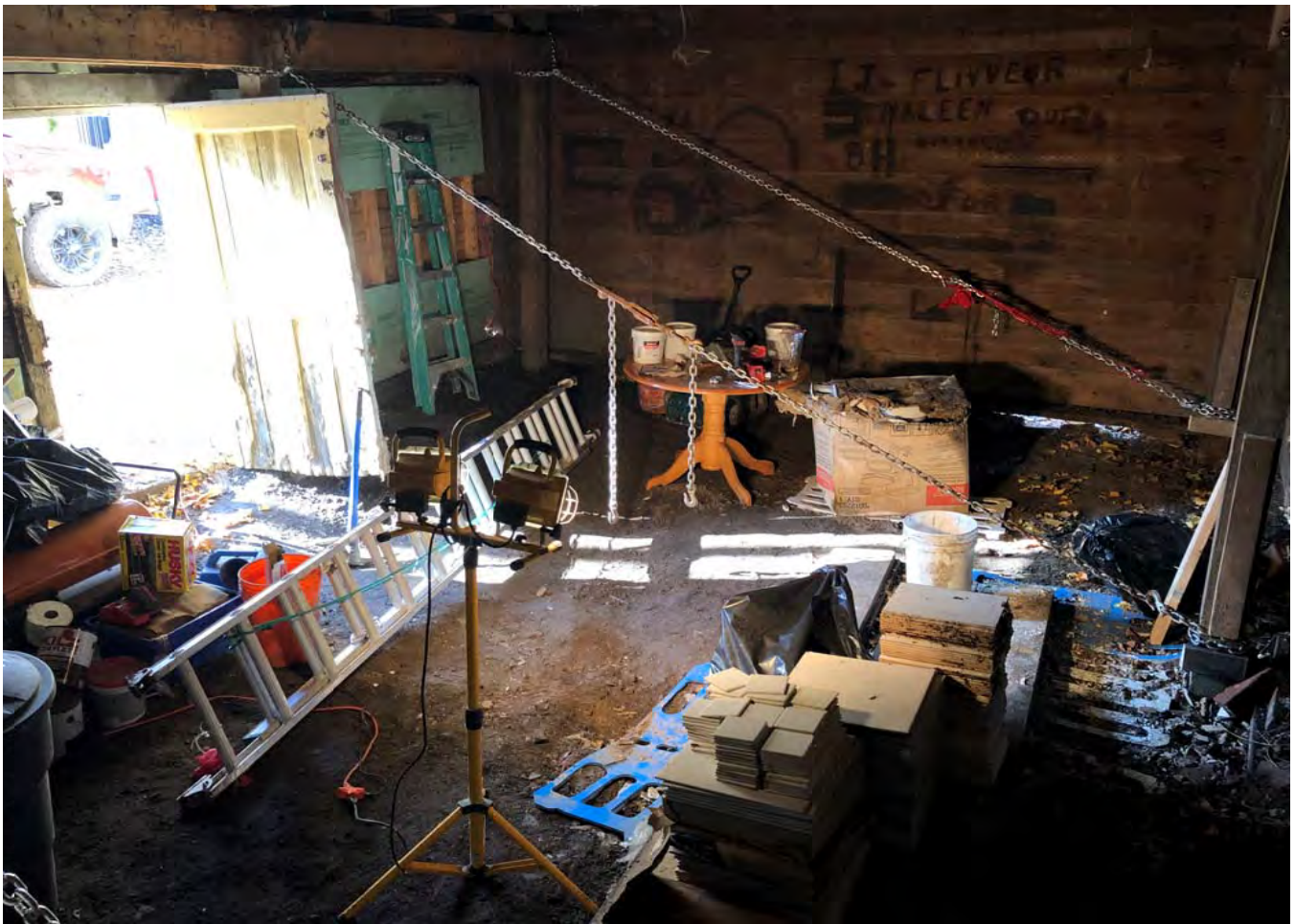
Move to table the discussion of demolition by neglect for the outbuilding at 422 N Hamilton. The property owner will be notified to appear at the meeting where the status of the building is discussed.

Move to determine that the outbuilding at 422 N Hamilton is not in danger of demolition by neglect.



Photos from property owner: 11.27.2019

At left: Photo of carriage barn before vegetation was removed.



Interior structural supports.



Photo showing building after vegetation has been removed.



HDC Work Permit Staff Review

Property address: 32-42 N Huron

Property History: The property includes a parking lot behind (east) of 32-42 N Huron. The parking lot is accessed by an alley.

Date of Application: November 18, 2019

Date of Review: November 19, 2019

Date of Meeting: December 10, 2019

Proposed work: Change hillside retaining wall from railroad ties and brush to boulders.

Materials: Boulders, gravel, dirt, ornamental plants and two trees.

Staff review:

1. The hillside was historically held in by railroad ties and overgrown vegetation. In order to curb erosion and protect the parking lot, the applicant sought to construct a new retaining wall.
2. According to the applicant, steel piling and concrete were considered as options, but had challenges that made them not feasible (see application for full descriptions).
3. Ultimately, natural boulders were used to retain the hillside. A bed of perianal plants and two trees were planted at the top of the hill to form a natural barrier and prevent vehicles from in avertedly going over the hill.
4. In staff opinion, the work completed is compatible with the historic district and does not diminish the historic integrity of the property.

Recommended Motions:

Move to issue a Notice to Proceed for work already completed at 32-42 N Huron, as submitted in the application dated

1. Use property for original purpose or provide compatible use with minimal alteration.
2. Do not destroy original character. Do not remove or alter historic material or features.
3. Do not imitate earlier styles.
4. Preserve significant changes acquired over time.
5. Preserve distinctive features.
6. Repair, don't replace. Replacements shall match original.
7. Clean building gently—no sandblasting.
8. Preserve archaeological resources.
- 9. Contemporary designs shall be compatible and shall not destroy significant original material.**
10. New work shall be removable.

November 18, 2019, for construction of a boulder retaining wall with landscaping.

Relevant Secretary of the Interior's Standards:

#9

Prepared by:

Scott E. Slagor, Preservation Planner



**City of Ypsilanti
Historic District Commission
Work Permit Application**

One South Huron • Ypsilanti, MI 48197
Phone: (734) 483-9646 • Fax: (734) 483-7260
www.cityofypsilanti.com

OFFICE USE ONLY

Date Filed:

Meeting Date:

Action Item/Study Item

To complete this application:

1. Complete this form.
2. Attach the following documents:
 - a. Photo(s) showing all locations where work is proposed (can be emailed).
 - b. Catalog cut sheets or similar details for windows, doors, light fixtures, and any other manufactured or preassembled components—this includes information from catalogues, professional quotes, or websites (can be emailed).
 - c. Dimensioned drawings of any new construction or modifications to existing structures, including awnings and signs.
 - d. A sketch plan, if proposal is for work on the grounds and not just the main structure (e.g., installing a new driveway, fence, or shed). This can be drawn on a scaled copy of a mortgage survey.
3. Applications and materials must be received by the Building Department **no later** than 4pm on the Tuesday one week prior to the meeting.

INCOMPLETE APPLICATIONS WILL NOT BE PLACED ON THE AGENDA

Property

Address

32 - 42 North Huron

Applicant

**If applicant is not owner of property, a written statement from the owner authorizing this application must be included.*

Name

32-42 N Huron LLC

Address

City

Ann Arbor

State

Michigan

Zip

48105

Phone / Fax

E-Mail

Contractor

Contractor Name & Contact Info

Stempky Gardens LLC

Type of work

- ☐ Roofing
- ☐ Window/Door Replacement

- ☐ Porches
- ☐ Sign
- ☐ Fence (or other sitework)

- ☐ Painting
- ☒ Other
- ☐ Application Amendment

Complete Description of Proposed Work:

BACKGROUND

The former retaining wall was built out of railroad ties. The ties were between 30 & 60 years old and had lost their structural integrity. There was no landscaping, just junk trees. The junk trees were all that was holding the dirt and the remaining pieces of the rotted railroad ties in place. The project was to save the parking lot by replacing the deteriorated railroad tie retaining wall.

RESEARCH

The original plan was to use steel piling or concrete and then cover the structural material with earth & plantings.

- The concrete option was ruled out due to cost. Also this option would have destroyed much of the existing parking lot installing dead-man anchors
- The steel piling option was also ruled out due to cost. Soil borings indicated the area at the back of the existing parking lot was built up using fill mixed with rubble. The rubble may have prevented the use of steel pilings. The pilings would have to be quite deep to reach undisturbed soils to gain the required wall strength. The contractor was also concerned with driving pilings directly under electrical wires.

CONCLUSION

Once the concrete and steel piling options were ruled out we determined stone was the only viable option. (As an aside, the drive down to Riverside Park is also lined with stones.)

Materials (for paint include color chips or samples with application):

Boulders, gravel and dirt.

Flowers to dress up the appearance of the boulder area.

Landscaping grass & 2 trees were installed on the top as a visual & safety barrier.

Permit Application Fee (action items only)

The fee is \$45 for the first \$3,000 in construction cost plus \$5 for every additional \$3,000 of construction cost. There is a flat fee of \$10 for painting only. *An additional fee of \$50 applies to HDC work started without the applicable permit.*

Construction Cost:

Permit fee:

\$22,490

\$45 + \$50 + \$35 = \$130

Signature

I hereby attest that the above information is accurate. I am authorized to and grant permission to the City of Ypsilanti staff to be on the subject property for the purposes of preparing staff reports and/or evaluating this application.

I further affirm that this property has, or will have before the proposed work is completed, a fire alarm system or smoke alarm complying with the Stille-DeRossett-Hale single-state construction code, PA 230 of 1972, as amended.

Signature:

Date:

11/08/19

Print Name:

Lawrence R Yapp

If you have questions about what the HDC generally permits or does not permit, or what they need to see in an application to render a decision, please call the office at 734-483-9646 or view our factsheets online at cityofypsilanti.com/hd.

All other necessary approvals and permits must be acquired before beginning work.



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08/20/2017 4:24 PM



08/20/2017 4:24 PM



08/20/2017 4:25 PM



08/20/2017 4:25 PM



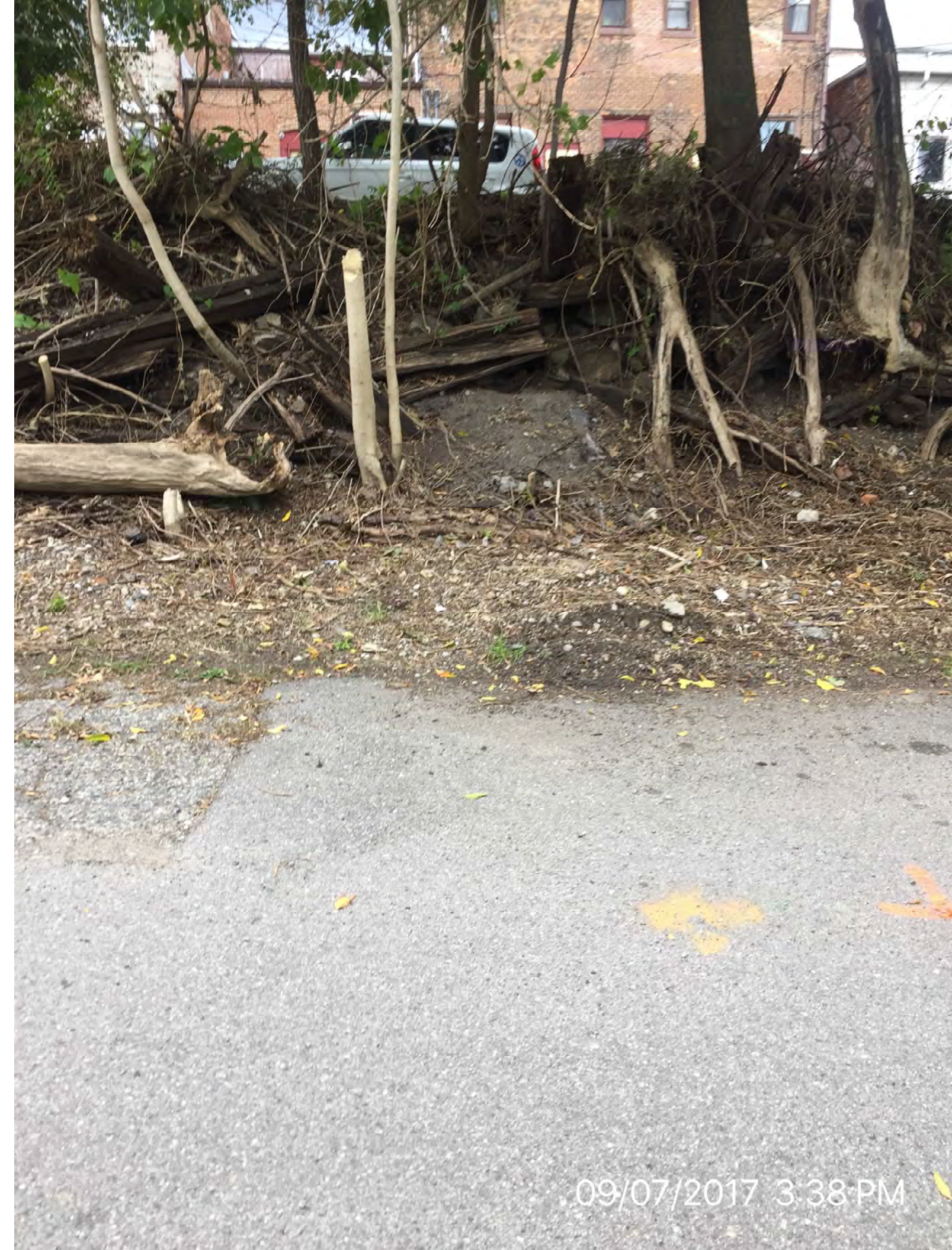
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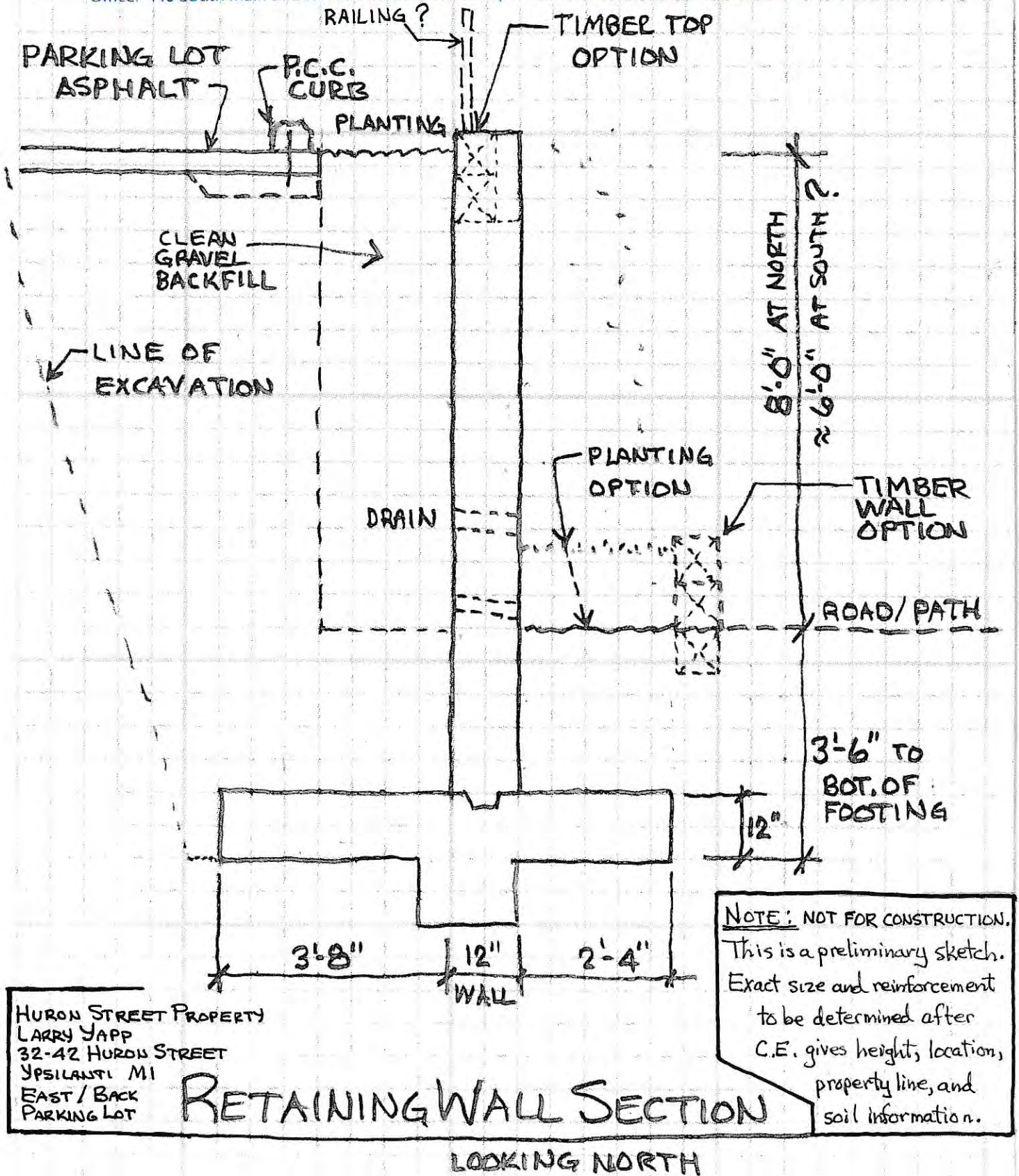
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06/02/2018 5:47 PM



09/27/2018 6:20 PM





2820 E. Michigan Ave. • Ypsilanti • Michigan 48198 • (734) 528-3100 • (734) 528-2478 Fax

August 24, 2017

VIA e-MAIL: lyapp@monterra.biz

Mr. Lawrence R. Yapp, C.P.A.

Ypsilanti, MI 48197

REF: 38 N. Huron Street Retaining Wall Project
Ypsilanti, MI
SUB: *Permanent Steel Sheet Piling Preliminary Pricing*

Dear Mr. Yapp:

The Niemi Corporation is pleased to have this opportunity to provide you with some preliminary pricing for a permanent steel sheet pile wall being considered along the existing rear parking lot at your property located along N. Huron Street in downtown Ypsilanti, Michigan. Our proposal is based upon:

- Information contained in your e-Mail from August 20, 2017, 12:46 PM.
- Our on-site meeting of August 21, 2017.

Based on our initial understanding of the project, you would like to install a permanent retaining wall along the earthen slope located on the east side of an existing parking lot along an alleyway. The retained wall height appears to be approximately 7-feet and the overall wall length will likely be approximately 42-feet.

A cast-in-place reinforced concrete retaining wall proposal has already been provided by others, but you would like to get pricing from The Niemi Corporation for a permanent steel sheet pile retaining wall to consider.

Unfortunately, as you are already aware, there are a series of existing overhead electrical power lines that run directly overhead and in line with the proposed retaining wall. As discussed, MI-OSHA requires us to maintain a minimum of 10'-away from energized power lines, and even a greater distance if the voltage in the lines is 50-kV or greater.

We highly recommend that an on-site meeting be conducted with representatives of DTE Energy to see if the lines need to be insulated/wrapped even if we can maintain the proper clearance to prevent arcing while we are working in the proximity. There is also an electrical transformer mounted to one of the power poles. We would need to find out how close we could safely work to it.

In order to attempt to maintain proper clearance from the power lines, we would utilize our Movax Sonic Sidegrip SP-100 vibratory pile driver which is mounted on a Cat 336-EL excavator. This requires much less working headroom than a crane and suspended vibratory pile hammer. We are assuming that the existing soil conditions are such that this SP-100 unit can successfully drive the sheet piles to the required depths.

Mr. Lawrence R. Yapp, C.P.A.

August 24, 2017

Page 2

Also, we recommend that some soil borings be performed and logged in order to find out what exactly the soil properties are, so a proper engineered sheet pile wall can be performed.

In order to maximize a safe working clearance from the wires, we are assuming that shorter sheets will need to be utilized along with a deadman/tieback system to minimize wall deflection.

We have attached a preliminary conceptual drawing of what we think the final wall design may resemble. We are basing our preliminary pricing on this drawing.

In order to keep costs down, our pricing is based on utilizing used hot-rolled PZ-22 steel sheet piling that is currently in our yard inventory. We have attached a spec sheet on the PZ-22 section for your review.

We have also solicited an estimate from Mr. Matt Desjardins, P.E. of SME, Inc. for SME to perform two (2) 25'-deep soil boring logs and provide a stamped/sealed engineering design for the permanent wall.

Pricing-

Soil Borings & Engineering Design Costs

Perform Two (2) Soil Borings and Provide Logs:	\$ 3,000.00
Engineering Calculations & Design of a Permanent Steel Sheet Pile Wall:	\$ <u>3,200.00</u> to \$5,700.00
Estimated Cost:	\$ 6,200.00 to \$ 8,700.00

Matt Desjardins provided the above range of pricing for the design, depending upon how complicated the design becomes.

Permanent Steel Sheet Pile Wall Costs

Mobilization/Demobilization:	\$ 3,600.00
Furnish and Install 51.33-wall feet of Used PZ-22 x 12' to 15'-long Steel Sheet Piling:	\$ 23,400.00
Furnish and Install Three (3) Sets of Deadmen, Tierods, 64-LFT Waler System:	\$ 9,100.00
Furnish and Install a Steel Channel Sheet Pile Cap:	\$ <u>4,100.00</u>
Estimated Cost:	\$ 40,200.00

The above pricing may be subject to change based on the results of the soil borings and the final approved engineered design.

Terms & Conditions-

The following is *included* in our pricing:

- All applicable State of Michigan Sales & Use taxes.
- One (1) mobilization and continuous operation for the installation of the sheet pile wall.
- Furnishing used steel sheet pile materials that are currently in our yard inventory.
- Installing all steel sheet piles utilizing a vibratory pile hammer, per normally accepted industry standards.
- Furnishing and installing new tieback, waler, fastener materials.
- Utilizing interlocking sheet piling corner connectors for the 90° corner shown in the wall layout.
- Trimming the tops of the installed sheet piling to the proposed finish grade elevations and patching any exposed handling holes.
- Furnishing and installing a new steel channel cap to the main wall steel sheet piling.
- Working 1st shift, 8-hours/day, Monday-Friday.

The following is *excluded* from our scope:

- Coating or painting of any steel.
- Surveying, layout, staking, grades, and monitoring.
- As-builts.
- All benching, pre-excavation, excavation, trenching, backfilling and compaction.
- All dewatering, pumping, and water control.
- Obstruction removal, or any downtime/delay time related to encountering obstructions.
- Noise and vibration monitoring.
- Pre-construction condition surveys, including photography and video taping of adjacent structures.
- Utility locating, exposing, relocating and protection. The Niemi Corporation will not be held responsible for any and all damages due to striking any unmarked, mismarked and/or unknown underground utilities.
- Any required soft-digging/hydro-excavation required to expose underground utilities or structures.
- De-energizing and/or shielding of any overhead electrical and communication lines. All MI-OSHA clearances with our equipment and materials will have to be maintained.
- Traffic control, barricading.
- Permits and bonds.
- Site, landscaping and pavement restoration.
- Street sweeping and dust control.

If contaminated ground conditions are encountered, that require specialized training and/or a higher level of protection than our standard protective personal equipment, additional charges may apply.

This proposal is based upon us entering into a mutually agreeable subcontract form with mutually agreeable payment terms. Our proposal with its complete terms and conditions and other qualifications will have to be incorporated into the subcontract agreement.

Mr. Lawrence R. Yapp, C.P.A.

August 24, 2017

Page 4

We appreciate the opportunity to provide you with our proposal and look forward to discussing it with you further. Meanwhile, if you require any additional information please do not hesitate to contact the undersigned.

Very truly yours,

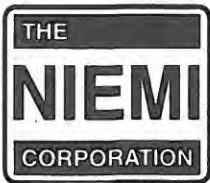
THE NIEMI CORPORATION



Daniel J. Niemi
President

attachments – PZ-22 spec sheet
Preliminary/conceptual sheeting wall sketch

TNC Quotation No.: 17078-10



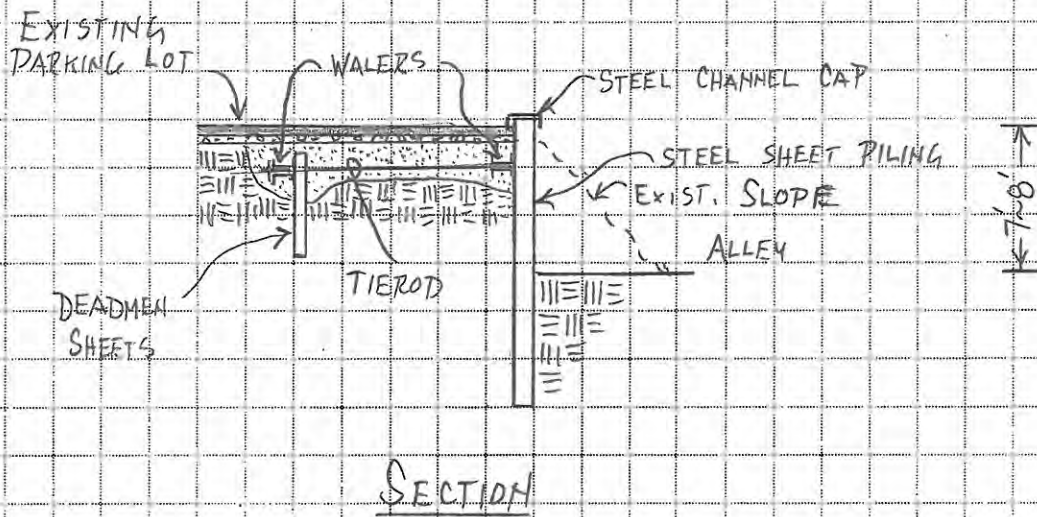
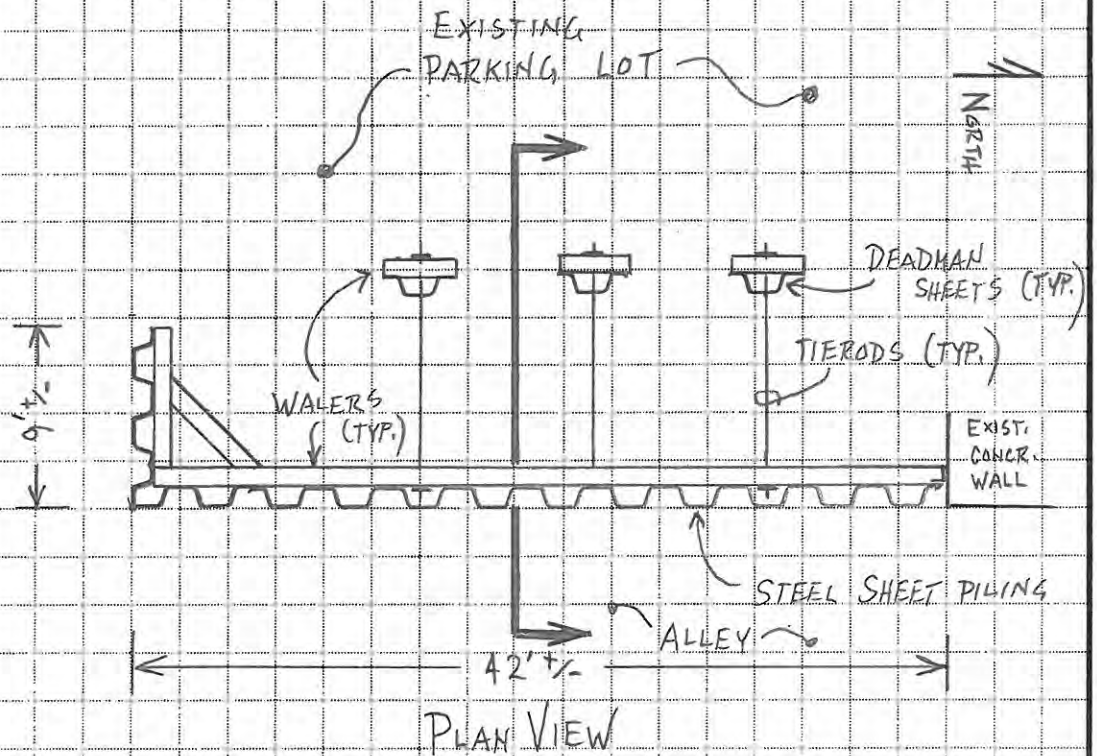
THE NIEMI CORPORATION

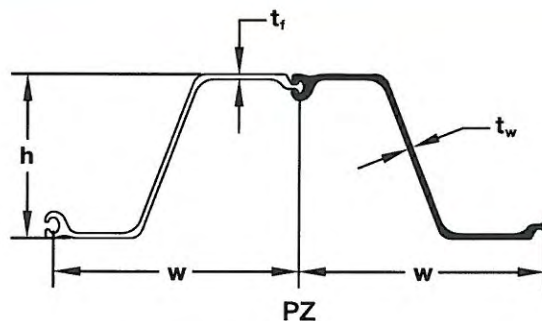
2820 E. Michigan Ave.
Ypsilanti, Michigan 48198

(734) 528-3100 • (734) 528-2478 Fax
www.niemicorp.com

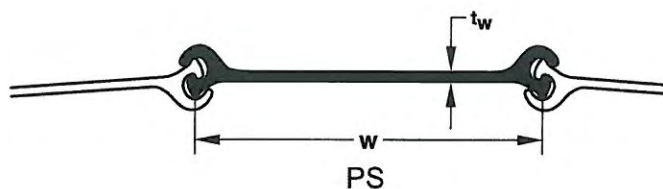
Piling, Earth Retention, Marine & Deep Foundation Contractors

JOB LAWRENCE YAPP - YPSILANTI PROPERTY
SHEET NO. 1 OF 1
CALCULATED BY DJN DATE 08-24-17
CHECKED BY _____ DATE _____
SCALE 1" = 1'-0"





SECTION	Width (w) in (mm)	Height (h) in (mm)	THICKNESS		Cross Sectional Area in ² /ft (cm ² /m)	WEIGHT		SECTION MODULUS		Moment of Inertia in ⁴ /ft (cm ⁴ /m)	COATING AREA	
			Flange (t _f) in (mm)	Wall (t _w) in (mm)		Pile lb/ft (kg/m)	Wall lb/ft ² (kg/m ²)	Elastic in ³ /ft (cm ³ /m)	Plastic in ³ /ft (cm ³ /m)		Both Sides ft ² /ft of single (m ² /m)	Wall Surface ft ² /ft ² of wall (m ² /m ²)
PZ 22	22.0 559	9.0 229	0.375 9.53	0.375 9.53	6.47 136	40.3 60.3	22.0 107.6	18.1 82.3	21.79 117.4	84.38 1360	4.48 1.77	1.22 1.22
PZ 27	18.0 457	12.0 305	0.375 9.53	0.375 9.53	7.94 168.1	40.5 60.3	27.0 131.8	30.2 1620	36.49 1901.9	184.20 25200	4.48 1.77	1.49 1.49
PZ 35	22.6 575	14.9 378	0.600 15.24	0.500 12.67	10.29 217.6	66.0 98.2	35.0 173.9	48.5 2608	57.17 3073.5	361.22 49300	5.37 1.64	1.42 1.42
PZ 40	19.7 500	16.1 409	0.600 15.24	0.500 12.67	11.77 249.1	65.6 97.6	40.0 195.3	60.7 3263	71.92 3966.7	490.85 67000	5.37 1.64	1.64 1.64



SECTION	Width (w) in (mm)	Web (t _w) in (mm)	Maximum Interlock Strength k/in (kN/m)	Minimum Cell Diameter* ft (m)	Cross Sectional Area in ² /ft (cm ² /m)	WEIGHT		Elastic Section Modulus in ³ /sheet (cm ³ /sheet)	Moment of Inertia in ⁴ /sheet (cm ⁴ /sheet)	COATING AREA	
						Pile lb/ft (kg/m)	Wall lb/ft ² (kg/m ²)			Both Sides ft ² /ft of single (m ² /m)	Wall Surface ft ² /ft ² of wall (m ² /m ²)
PS 27.5	19.69 500	0.4 10.2	24 4800	30 9.14	8.09 171.2	45.1 67.1	27.5 134.3	3.3 14	5.3 221	3.65 1.11	1.11 1.11
PS 31	19.69 500	0.5 12.7	24 4800	30 9.14	9.12 193.6	50.9 75.1	31.0 151.4	3.3 14	5.3 221	3.65 1.11	1.11 1.11

- * Minimum cell diameter cannot be guaranteed for piles over 65 feet in length.
- * Minimum cell diameter cannot be guaranteed if piles are spliced.
- * 58 Piles are needed to make a 30 foot diameter cell.



The Kramer Building
43980 Plymouth Oaks Blvd.
Plymouth, MI 48170-2584

T (734) 454-9900

www.sme-usa.com

September 5, 2017



Via electronic mail: lyapp@monterra.biz (PDF file)

RE: Proposal for Geotechnical Evaluation Services
32 N Huron St – Timber Wall Distress
Ypsilanti, Michigan
SME Proposal No. P02643.17

Dear Mr. Yapp:

SME is looking forward to teaming with you on the subject project to evaluate the site for replacement of a the existing deteriorated retaining walls . We submit this proposal in response to our recent site visit and our conversations with you. The purpose for our site visit was to observe the existing condition of the retaining wall and evaluate the site for access with our drilling equipment.

PROJECT DESCRIPTION

The project site is located at 32 N Huron St in Ypsilanti, Michigan. The site is located along the east side of N Huron St, just north of E Michigan Ave. An existing residential structure is located at the site, which we understand is owned by you and leased to others. There is an asphalt-paved parking lot behind the building (on the east side), which is elevated compared to existing site grades to the east. The grade separation is currently maintained by a timber wall sloped at approximately a 1V:1H angle. A roadway travels along the front (toe) of the wall leading down the sloping area to a park that is east of the site. A gravel/concrete road leads into the property from the entrance off of E Michigan Ave to the south.

The timber wall separating the road from the parking area appears to be in poor condition as the wood sections are displaced in many areas and there are trees/other vegetation growing along the wall. We understand that you intend to remove the wall and reconstruct a new retaining wall to maintain the integrity of the asphalt parking lot behind the property. You requested that SME explore the subsurface conditions at the site to develop geotechnical recommendations for the new retaining wall/structure construction.

SCOPE OF SERVICES

Based on our understanding of the project, our scope of services will include the following:

1. Contact the MISS DIG system to clear and mark the locations of public underground utilities at the site prior to performing the field exploration.

2. Coordinate the closure of parking spaces with you (as necessary) adjacent to the retaining wall for drilling the soil borings.
3. Mobilize a truck-mounted drill rig to the site to drill two (2), 15-foot deep borings in the existing parking area and/or roadway near the toe of the wall, for a total of 30 lineal feet of drilling. We will obtain split-spoon soil samples in each boring at about 2.5-foot intervals. We will record groundwater levels in the borings during and immediately after drilling. After completion of drilling, we will backfill the boreholes with excess auger cuttings. Therefore, we will not be obtaining long-term groundwater levels for this evaluation.
4. Perform laboratory tests including visual soil classification on recovered samples along with moisture content and strength properties of recovered cohesive samples.
5. Review the soil and groundwater conditions, perform engineering calculations (as required), and develop engineering recommendations that will be internally peer-reviewed by senior SME engineering staff.
6. Summarize our findings in a geotechnical report that will include:
 - a. Descriptions of the site conditions, project information, and evaluation procedures.
 - b. Descriptions of the soil and groundwater conditions encountered in the borings.
 - c. Descriptions of the field and laboratory testing programs and an interpretive analysis of the results.
 - d. General recommendations for the reconstruction of the retaining wall, which may include constructing a concrete gravity retaining wall, a mechanically-stabilized-earth (MSE) wall, gabion basket wall, etc. as a permanent earth retention system for protection of the parking lot behind the wall. [Please note our scope of work does not include the design of such elements at this time. Once you have reviewed our recommendations, SME would be pleased to provide the project team with required design services, if desired.]
 - e. A boring location plan.
 - f. Logs prepared for each boring that will include a description of the soils encountered and the results of the field and laboratory tests.

ASSUMPTIONS AND LIMITATIONS

We made the following assumptions preparing our scope of services and professional services fee:

1. Client will provide or obtain right-of-entry for SME to conduct the evaluation.
2. Client to furnish SME information on any known private underground utilities on the site prior to performing the field exploration at the site. SME is not responsible for damage to utilities not clearly marked and staked by the Miss Dig system or indicated on plans provided to SME.
3. The site is accessible to our truck-mounted drilling equipment. We have not budgeted to use an all-terrain-vehicle (ATV) to drill the borings.
4. Ground surface elevations at the boring locations will be interpolated by SME to the nearest one foot using the site topographic drawings, if available, that are provided to us. Otherwise, the borings will reference depth from existing grade.
5. Care will be exercised to reduce potential damage to existing ground surface areas during the field exploration. However, our fee does not include time or expenses associated with the repair of damage to lawns, landscaping, pavements, soft ground and other areas that may be disturbed during the field exploration. We will attempt to limit damage to these areas.

6. We will perform the field exploration Monday through Friday during normal business hours. Additional fees will be required for field services required by Client or others during off-hours or weekends.
7. Due to soil transport regulations and environmental implications, we will not remove excess soil cuttings generated from the field exploration. We will backfill the boreholes with excess auger cuttings and leave excess soil on-site in areas designated by the Client.
8. Client will inform us of any known environmental site conditions which could affect the health and safety of our drill crew. We will report unusual odors and colorations of the soil or groundwater observed in the borings. Environmental sampling and analytical testing would be required to evaluate the presence of contamination, but is beyond the proposed scope of services. SME would be pleased to assist with environmental services, should you desire.

Although SME offers other services for the project, our proposed scope of services for the geotechnical evaluation does not include the following:

- Additional drilling due to unsuitable soils
- Coring or probing of bedrock
- Surveying or GPS-related services
- Preparation or review of plans and specifications
- Environmental assessments
- Construction material services
- Time for meetings or significant consulting time after transmittal of our report

PROFESSIONAL SERVICES FEE

Based on the scope of services outlined above, our lump sum fee is **\$2,800**. If further services are required for this project that go beyond the scope of services outlined in this proposal, additional fees will be required and we will contact you. We require a retainer of \$1,400 prior to start of our work.

SCHEDULE

We have tentatively scheduled the field exploration (drilling) to take place on September 11, 2017. The field exploration should take about one day to complete. We can provide the final report within about 10 business days after completion of the field exploration. However, draft boring logs and preliminary recommendations can normally be provided within about 5 business days of completion of the field exploration, if desired. Please contact us if this proposed schedule does not meet your needs.

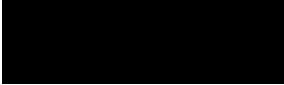
AUTHORIZATION

Please sign and provide the appropriate information on the attached SME General Conditions (03/15) sheet where space is provided and return a copy to SME along with the retainer. Attached is form if you wish to pay by credit card.

We look forward to teaming with you on this project. If you have questions concerning our scope of services or our fee, please contact us.

Sincerely,

SME



Alex Kuisell, EIT
Senior Staff Engineer

Timothy H. Bedenis, PE
Principal Consultant

Attachments: Important Information about this Geotechnical Engineering Proposal
SME Special Conditions for Drilling and Excavation (03/15)
SME General Conditions – Commercial (03/15)
SME Credit Card Payment Form

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



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Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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SME SPECIAL CONDITIONS FOR DRILLING AND EXCAVATION

- 1. RIGHT TO SUBCONTRACT:** SME reserves the right to subcontract for drilling, excavation of test pits, clearing and grubbing for site access, traffic control, and other instrumentation or services necessary to perform the services required by the Agreement.
- 2. RIGHTS OF ENTRY:** CLIENT shall provide any necessary rights of entry for SME, including its agents, staff, contractors or subcontractors, to access the site to perform all acts, studies, and research, including tests and evaluation, pursuant to the agreed services. CLIENT shall inform SME of any special requirements as a condition upon such rights of entry.
- 3. PERMITS AND LICENSES:** CLIENT shall secure all required permits, except specific permits identified in Agreement as being secured by SME. SME shall hold and maintain all necessary business and professional licenses, registrations, and accreditations necessary to perform its services.
- 4. UNDERGROUND UTILITIES AND STRUCTURES:** SME will take reasonable precautions to avoid damage to subterranean structures or utilities, including contacting the appropriate One-Call system for utility clearance. Unless otherwise identified in the Agreement, CLIENT is responsible for identifying all subterranean structures or utilities in the area of evaluation and sharing that information with SME prior to commencement of the field exploration. CLIENT agrees to furnish SME with all information identifying the type and location of utility lines and other man-made structures located beneath the surface of the site in the proposed work area. CLIENT will also locate all known private underground utilities at the site prior to SME performing the field exploration. CLIENT agrees to defend, indemnify and hold SME harmless from all claims, liability, and expense associated with alleged damage to subterranean utilities or structures, except if such damage was caused by SME's sole negligence.
- 5. SITE PLANS AND SURVEYS:** CLIENT will provide available project site plans and surveys, preferably in digital format (AutoCAD compatible format), and provide topographical information, if available. The accuracy and proximity of survey control provided by CLIENT will affect the accuracy of test locations and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.
- 6. TEST LOCATIONS:** If unanticipated site conditions or site conditions not made known to SME prevent access to locations specified in the Agreement, then SME may deviate a reasonable distance from proposed test locations. If CLIENT objects, then SME shall have the right to reasonable adjustment of its fees and time for performance.
- 7. FIELD SERVICES SCHEDULE:** Field services will be performed Monday through Friday, except on holidays, and during normal business hours unless noted otherwise in the Agreement. Additional fees may be required for field services provided on weekends and holidays, or at times other than normal business hours.
- 8. RESTORATION:** CLIENT recognizes that some damage to the site may occur in the normal course of our services. SME will exercise reasonable care to mitigate damage from drilling or excavation equipment to lawn, landscape, pavement, or soft ground. Unless otherwise stated in the Agreement, our fee does not include time or expenses associated with the repair of wheel ruts, track marks, or other damage such as crop damage. Due to the potential applicability of environmental and transportation regulations, excess soil cuttings generated from drilling activities will not be removed from the site by SME. Unless otherwise noted in the Agreement, the boreholes will be backfilled with auger cuttings and/or bentonite, and excavations will be backfilled with excavated material. Asphalt coldpatch or quick-setting concrete will normally be used to repair existing pavement areas flush to the existing grade. Core holes in concrete floors and bridge decks will be filled with quick-setting concrete flush to the existing floor surface. Excess soil will be left on-site at the locations of the boreholes or excavations, placed in nearby greenway areas, or containerized as appropriate for site and environmental conditions.
- 9. VARIATIONS IN SUBSURFACE CONDITIONS AND INTERPRETATION OF SME DATA:** CLIENT recognizes that subsurface conditions on the site may vary from those encountered at the locations where borings, surveys, or explorations are made by SME and that the data, interpretations and recommendations of SME are based solely on the information available to SME. SME will not be responsible for the data generated by others or interpretations and recommendations by others based upon the data and information developed or provided by SME.
- 10. SURFACE MATERIALS:** Unless otherwise noted in the Agreement, SME will obtain approximate thickness measurements of surficial materials, such as pavements, aggregate base, and topsoil, at the time of the exploration. These measurements are considered approximate since some mixing of surficial materials and the underlying subgrade can occur. Additional evaluation methods and additional fees would be required to obtain more precise measurement of surface materials.
- 11. TRAFFIC CONTROL:** Unless otherwise noted in the Agreement, SME will be responsible for supplying such signs, barricades and traffic control personnel as may be needed for safe drilling or excavation operations.

12. SAMPLE DISPOSAL:

- a. Unless otherwise requested in writing by CLIENT, SME will dispose of soil samples submitted to SME's laboratories 60 days after the samples are obtained. Unless otherwise requested in writing by CLIENT, samples submitted to subcontract laboratories will be disposed by those laboratories in accordance with their sample retention policies. CLIENT agrees that it will not hold SME responsible or liable for any loss of test specimens or samples, and CLIENT agrees to pay costs associated with the storage of samples beyond the normal storage times described herein.
- b. In the event residual sampled materials in SME's possession are determined to be RCRA hazardous wastes, contain PCBs above Type II landfill disposal limits, or are otherwise subject to state or federal disposal restrictions, we will, after completion of testing and at CLIENT's expense, and using a manifest signed by CLIENT as generator, have such samples transported to a location selected by CLIENT for final disposal (see Disposal of Hazardous and Other Regulated Wastes). CLIENT agrees to pay all costs associated with the storage, transport, and disposal of such samples. CLIENT recognizes and agrees that we are acting as a bailee and at no time assume title to said waste.

13. ENVIRONMENTAL RISKS:

- a. CLIENT shall inform SME of any known environmental site conditions that could affect the health and safety of our field personnel or that could affect SME's performance of its services. For projects other than environmental assessments, SME will report only for informational purposes, unusual odors and/or colorations of the soil observed during field activities.
- b. Unanticipated hazardous substances, subsurface contaminants, and/or biological pollutants (HAZMAT) or levels of HAZMAT may exist at the project site. The discovery of unanticipated HAZMAT may constitute a changed condition mandating renegotiation of the scope and fees and make it necessary for SME to take immediate measures to protect human health and safety, and/or the environment. SME agrees to notify CLIENT as soon as practicable if unanticipated HAZMAT is encountered. CLIENT authorizes SME to take measures that, in SME's sole professional opinion, are justified to preserve and protect the health and safety of SME's personnel and the public, and/or environment, and CLIENT agrees to compensate SME for the additional cost of such work. SME does not assume control of or responsibility for reporting to any federal, state, or local public agencies, any conditions at the site that may present a potential danger to health, safety, or the environment.
- c. There is a risk that drilling and sampling may result in contamination of certain subsurface areas, such as when a boring device moves through a contaminated area and connects it to an aquifer not previously contaminated. SME will exercise reasonable care and caution to prevent such occurrences; however, because such drilling and sampling is a necessary aspect of the services that SME will provide for CLIENT's benefit, CLIENT agrees that SME shall not be held liable for exacerbation of HAZMAT caused in this manner.
- d. CLIENT recognizes that discovery of HAZMAT on the site may result in a significant reduction of the property's value, and SME cannot be held responsible for such devaluation.
- e. It is possible this assessment may fail to reveal the presence of contaminants, hazardous materials, or other types of environmental contamination collectively referred to as "contaminants" at sites where contaminants are assumed, expected, or subsequently determined to exist. CLIENT understands that SME's failure to discover contaminants does not guarantee that contaminants do not exist at the site. Similarly, a site which in fact is unaffected by contaminants at the time of SME's study, may later, due to natural phenomena or human intervention, become contaminated. CLIENT agrees that it would be unfair to hold SME liable for failing to discover contaminants whose exact location is impossible to foretell, or for failing to discover contaminants, which, in fact, did not exist at specific sampling locations at the time such samples were taken. Accordingly, CLIENT waives any claim against SME, and agrees to defend, indemnify and save SME harmless from any claims or liability for injury or loss arising from SME's failure to detect the presence of contaminants through techniques commonly employed for the purpose.
- f. CLIENT agrees to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from encountering unexpected HAZMAT, including compensation for any time spent and expenses incurred by SME.

14. DISPOSAL OF HAZARDOUS AND OTHER REGULATED WASTES: CLIENT agrees to select treatment/disposal facilities, pay for transportation and disposal, and sign, or have OWNER sign all waste profile forms, land disposal certifications, transportation manifests, and any other documentation required for transportation and disposal of hazardous wastes, PCB wastes, or other regulated wastes. Under no circumstance will SME select a disposal /treatment facility, arrange for transportation or disposal of regulated wastes, or otherwise act as agent for the generator of the wastes. CLIENT agrees to the maximum extent permitted by law to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous wastes, substances or constituents or allegations that SME generated, transported, stored, treated or disposed of wastes or other contaminated materials, or arranged for the transportation, treatment, storage, or disposal of wastes or other contaminated materials, subject to federal, state, or local regulation or law.

SME GENERAL CONDITIONS

- 1. DEFINITIONS:** In this Agreement, the party agreeing to have the services performed is the "CLIENT." The CLIENT's CLIENT shall be referred to as the "OWNER." Unless expressly stated otherwise, SME, its employees, agents, subconsultants and subcontractors, are collectively referred to as "SME." The "services" to be provided under this Agreement are defined in SME's Proposal and subsequent written amendments, change orders, or otherwise-authorized additional services.
- 2. INVOICING AND PAYMENT:** SME will submit invoices to CLIENT monthly and a final bill upon completion of services. Payment is due upon presentation of invoice to the CLIENT and is past due 30 days from date of the invoice. CLIENT agrees to pay a service charge of 1-1/2% per month, or the maximum rate allowed by law, whichever is greater, on past due accounts.
- 3. INSTRUMENTS OF SERVICE:** All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by SME in connection with this Project shall be considered instruments of service, and shall remain the property of SME. SME grants CLIENT and OWNER a limited license to use such instruments of service for the purpose of designing, constructing, maintaining or repairing work that is part of this Project. Any reuse of SME's instruments of service for any purpose other than the limited license granted herein is prohibited and SME shall have no responsibility to CLIENT, OWNER or third parties for unauthorized use of its instruments of services.
- 4. RECORDS RETENTION:** SME will retain pertinent records relating to the services performed for CLIENT for a period of time consistent with SME's File Management Plan, a copy of which will be provided to CLIENT upon request. During that period, the records will be made available to the CLIENT at reasonable times. At the end of the retention period indicated in SME's File Management Plan, SME may, in its sole discretion, dispose of all such records.
- 5. SME MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARDS TO ITS SERVICES.**
- 6. TERMINATION:** Either party may terminate this Agreement upon at least 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination will not be effective if that substantial failure is remedied before expiration of the period specified in the written notice. This Agreement shall also be automatically terminated upon a suspension of the Project for more than 3 months. In the event of termination, CLIENT will pay SME for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension, prior to completion of all reports contemplated by this Agreement, SME may complete such analyses and records as are necessary to complete the files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension include all direct costs of completing such analyses, records, and reports.
- 7. DISPUTES:** If any dispute arising out of or relating to this Agreement, or its breach, is not settled through direct discussions, the parties agree that as a condition precedent to litigation or arbitration, they will endeavor for 30 days following written notice by one party to the other of a dispute or breach, to settle the dispute by mediation with the assistance of a neutral mediator. In any litigation or arbitration, if applicable, the parties agree that the prevailing party is entitled to recover all reasonable costs incurred in defense or prosecution of the claim, including its staff time, court costs, attorney's fees, and other claim-related expenses. Notwithstanding, SME has no obligation to mediate with CLIENT prior to litigation when collecting fees owed by CLIENT.
- 8. AUTHORIZATION:** By signing these General Conditions, CLIENT agrees to accept the proposal, including these General Conditions and any Special Conditions, as the Agreement governing SME's services and the relationship between the parties. If CLIENT gives SME other-than-written authorization to proceed with services after receiving SME's written proposal, CLIENT accepts the proposal, these General Conditions, and any Special Conditions, as the Agreement governing SME's services, and the Agreement is effective, except for those provisions that CLIENT objects to in writing within 7 days following the other-than-written authorization.
- 9. SAFETY:** SME will be responsible only for the safety of SME employees. Unless otherwise explicitly described in our scope of services, the scope of services does not include job or site safety for, or supervision or direction of, the work of others. The presence of SME on the job site should not be construed to in any way relieve the CLIENT, other contractors, or other parties on the site of the obligation and responsibilities for their personal safety and the safety of their employees, consultants, and subcontractors.
- 10. INSURANCE:** SME and its staff are protected by worker's compensation insurance and SME has coverage under General Liability and Professional Liability insurance policies. SME will provide CLIENT with evidence of such policies upon written request. SME is not responsible for any loss, damage or liability arising from acts of CLIENT, its agents, staff, and other consultants employed by CLIENT.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CLIENT shall hold harmless, defend, and indemnify SME from and against all claims, damages, losses and expense, including reasonable attorney fees, arising out of the performance of SME's services or the materials of others in connection with the Project regardless of whether or not such claim, damage, loss or expense is caused in part by SME; provided however, that this obligation shall not apply to claims, damage, loss or expense caused solely by negligence of SME.

12. GOVERNING LAW: The parties agree that this Agreement shall be governed in all respects by the laws of the State of Michigan.

13. LIMITATION OF LIABILITY: In consideration for SME's undertaking to perform services at the rates set forth on the Fee Schedule attached to SME's proposal or the lump sum fee provided, CLIENT agrees to limit all potential liability of SME to CLIENT, its employees, agents, successors and assigns, for any and all claims, losses, breaches, damages or expenses arising from, or relating to SME's performance of services on this Project, such that SME's total aggregate liability to CLIENT, its employees, agents, successors and assigns shall not exceed \$50,000 or SME's total fee for the services rendered on the Project, whichever is greater. The CLIENT understands that it may negotiate a higher limit of liability in exchange for an appropriate increase in SME's fee.

- a) CLIENT further agrees that it will require all of its contractors and consultants on this project and their respective subcontractors and subconsultants, be bound by an identical limitation of SME's aggregate liability in their agreements for work on this Project.
- b) CLIENT further agrees that it will require all of its contractors and subcontractors defend and indemnify CLIENT and SME from any and all loss or damage, including bodily injury or death, arising from contractor or subcontractors performance of work on this Project, regardless of whether or not such claim, damage, loss or expense is caused in part by SME provided however, that this obligation shall not apply to claims, damage, loss or expense caused by the sole negligence or fault of SME.

14. PERIOD OF LIMITATION: Notwithstanding any period of limitations that might otherwise apply, the parties agree that no action, claim or proceeding of any kind, whether in tort, contract or equity arising out of SME's services may be brought against SME more than two years after the first to occur of the following events: (i) the date of CLIENT's acceptance, use or occupancy of the Project that is the subject of this engagement, or (ii) the date of SME's last service in connection with this Project.

15. ADDITIONAL SERVICES: If SME provides services at the request of CLIENT, in addition to those described in the scope of work contained in SME's proposal, CLIENT agrees that these general conditions including any Special Conditions shall apply to all such additional services.

16. AGREEMENT: This Agreement includes SME's Proposal, these General Conditions, and any other Special Conditions, Fee Schedules, or other documents provided with SME's Proposal. This Agreement constitutes the entire contractual relationship between the parties and cannot be changed except by a written instrument signed by both parties. All preprinted Terms and Conditions on CLIENT's Purchase Order(s) or acknowledgement forms are inapplicable to this Agreement. In the event any provision of this Agreement is held invalid or unenforceable, the other provisions will remain in full force and effect, and binding upon the parties. All the terms of this Agreement, including provisions relating to limitation and allocation of liability, shall survive the completion and/or termination of this Agreement. This Agreement cannot be assigned by either party without the written consent of the other party.

Please complete and return the signed General Conditions to SME to indicate acceptance of this proposal and to initiate work on the referenced project. The CLIENT's signature or direction to proceed also indicates that he/she has read or has had the opportunity to read the General Conditions and agrees to be bound by such General Conditions.

SME PROPOSAL

Proposal No.: P02643.17

Project Name: 32 N Huron St - Timber Wall Distress

Project Location: Ypsilanti, Michigan

CLIENT PROPOSAL AND AGREEMENT ACCEPTANCE(Please Print or Type)

CLIENT Signature: _____ Date: _____

Printed Name: _____

Title: _____

CLIENT (Company) Name: _____

Address: _____

Telephone No.: _____ Email: _____



CREDIT CARD PAYMENT FORM

COMPANY NAME: _____

PROJECT NAME: _____

CARD TYPE:

☐

VISA

☐

MASTERCARD

☐

AM EX

☐

DISCOVER

CREDIT CARD NO: _____

CARD EXPIRATION DATE: _____

CVC CODE: _____

DOLLAR AMOUNT: \$ _____

NAME ON CARD: _____
(Exactly as it appears on card)

PERSON AUTHORIZING: _____
(If different than cardholder)

CREDIT CARD BILLING ADDRESS:

SIGNATURE: _____

DATE: _____

SME OFFICE USE ONLY:

SME PROPOSAL/PROJECT NO: _____

SME PROJECT NAME: _____

☐

PAYMENT IS FOR RETAINER

☐

CLIENT WILL BE PAYING BALANCE OF FEES WITH THE SAME CREDIT CARD

☐

PAYMENT IS FOR INVOICE(S)# _____

Hartley Geotechnical Group, LLC

Consulting Civil Engineers
400 Ann Arbor Road, Suite 192
Plymouth, MI 48170
(734) 454-4020
Soildr@comcast.net

9/21/2017

HG 17-117

Larry Yapp
Monterra Franchise Services, Inc.

[REDACTED]
[REDACTED] [REDACTED]

Re: Soil Test Borings
Proposed Retaining Wall
32 N. Huron Street
Ypsilanti, MI

Dear Sir:

Per your instructions, we made 2 Soil Test Borings on 9/18/2017, near the existing retaining wall, as shown on the enclosed drawing. These Soil Test Borings were to determine the composition and compaction of the soils that will be supporting construction.

DRILLING AND TESTING METHODS:

The Soil Test Borings were drilled with 4" auger equipment on an all terrain vehicle. A split spoon sampler was used to obtain the soil samples in general conformance with ASTM D-1586 "Penetration Test and Split Barrel Sampling of Soils". The Standard Penetration Tests were started at a depth of 2.5' and performed at 2.5' increments to a depth of 15.0', then at 5.0' intervals to 25.0'.

The Standard Penetration Test is used to determine the Standard Penetration Resistance ("N" Value) of the soil at the test depth. This is accomplished by determining the number of blows required to drive a 2.0 inch O.D. Split Spoon Sampler into the soil in three six-inch depth increments with a 140 pound hammer dropping 30". The total number of blows required for the second and third six-inch increments (the last foot) of penetration of each test is the Standard Penetration Resistance ("N" Value) of the soil at test depth. The number of blows are shown on the attached Test Boring Reports.

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Soil@comcast.net

GENERAL SOIL PROFILE:

In general, the borings reveal uncontrolled fill, that contains sand with fine to coarse gravel, cobbles and boulders, that overlies topsoil. Below the topsoil is sand and gravel that is compact.

WATER CONDITIONS:

The survey benchmark used was the rim of the sanitary sewer manhole, assumed elevation 100.00. The ground water was found in boring 1 at a depth of 19.3' (90.3). Boring 2 was dry on completion.

TEST RESULTS:

Standard Penetration Tests performed in the sand with fine to coarse gravel, cobbles and boulders fill obtained Standard Penetration Resistances ("N" Values) of 4 to 13 blows per foot. Sand with traces of gravel tested below the fill obtained "N" Values of 36 to 51 blows per foot.

CONCLUSIONS AND RECOMMENDATIONS:

Per your direction, soil test borings were performed near the existing retaining wall at 32 N. Huron Street, Ypsilanti, Michigan. The failing railroad tie retaining wall is approximately 50 to 60 years old and located 9.0' from an existing asphalt parking lot. There is an approximate 8' to 9' of differential height. The parking lot has a drain that exits through the existing retaining wall.

The survey benchmark used was the rim of the sanitary sewer manhole, assumed elevation 100.00. The ground water was found in boring 1 at a depth of 19.3' (90.3). Boring 2 was dry on completion.

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Borings 1 and 2 reveal uncontrolled fill, that includes sand with fine to coarse gravel, cobbles and boulders, and topsoil to depths of 21.5' (88.1) and 20.0' (89.6), respectively. Below the uncontrolled fill and topsoil is compact medium to coarse sand and fine to medium gravel.

There are several options being considered for a new retaining wall. The options include driven steel sheet piling, driven I beam with wood inserts, reinforced concrete retaining wall and a landscape boulder retaining wall.

The driven sheet pile and the driven I beam with wood insert options will be very difficult to install due to the cobbles and boulders in the fill. These options will require that the sheet pile or I beams be driven to a depth that would allow them to "toe" into the native compact medium to coarse sand and fine to medium gravel. These options will also require tie backs that may extend into the existing parking lot.

To construct a reinforced concrete retaining wall or a boulder retaining wall that bear on the uncontrolled fill, the owner must accept the greater than normal potential of settlement or movement.

In following soil parameters can be used for the reinforced concrete retaining wall or a boulder retaining wall that bear on the sand with gravel fill.

Soil/concrete friction factor = 0.45

Soil Unit Weight = 110 pcf

Angle of Internal Friction = 30 Degrees

$K_A = 0.25$

Coefficient of Permeability = 1×10^{-4} cm/sec

The design of the retaining wall should include backfilling the retaining wall with free draining soils and provide a drainage system to keep the granular backfill dry at all times. The design must also accommodate the surface drain from the nearby parking lot.

Hartley Geotechnical Group, LLC

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The site plan and the design of the retaining wall is not part of this design.

Respectfully,

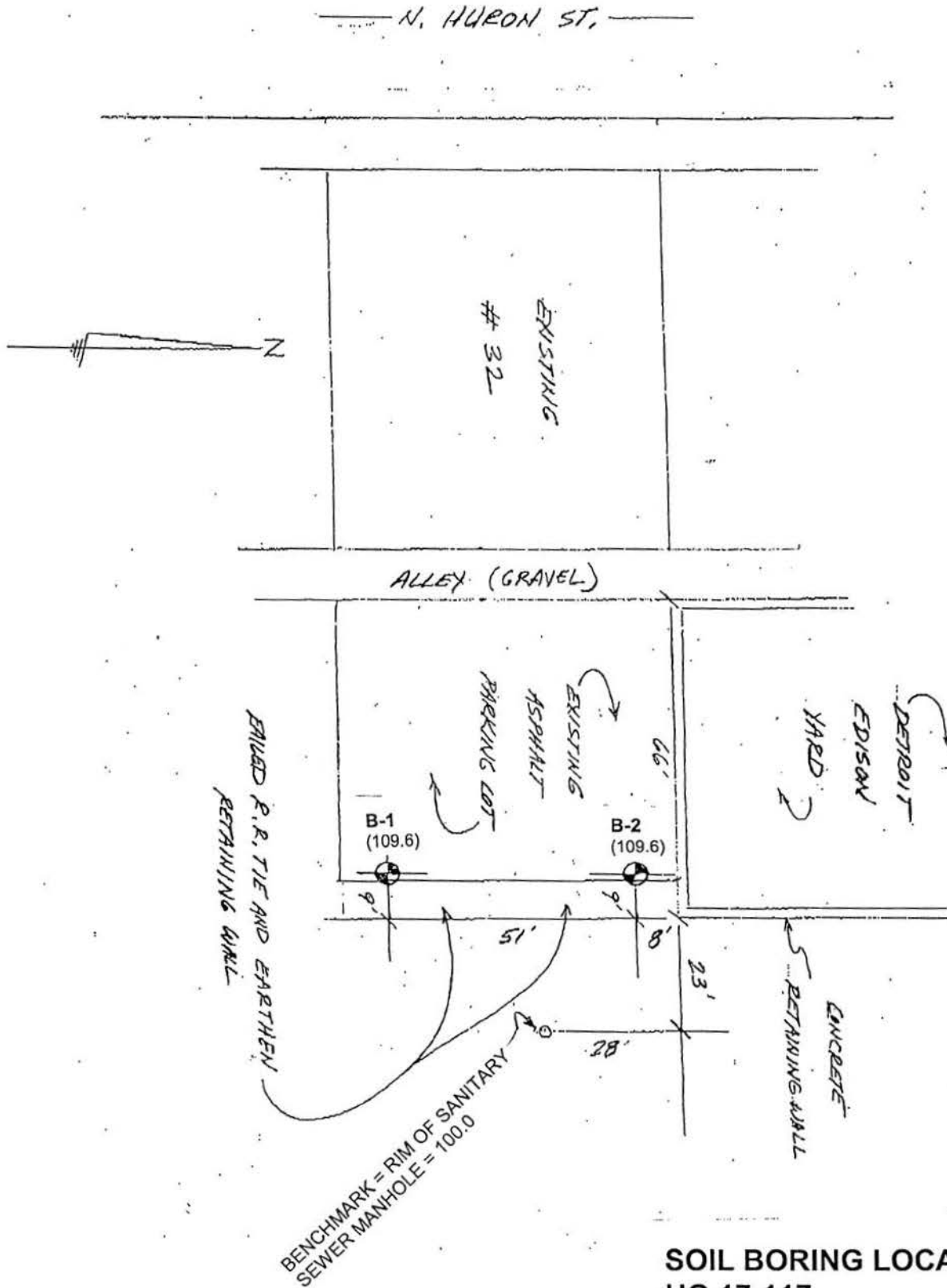
[Redacted Signature]

Gary R. Groenewoud, P.E.



Hartley Geotechnical Group, LLC

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HDC Work Permit Staff Review

Property address: 209 Pearl

Property History: The property includes a Colonial Revival-style commercial building that was erected in 1926 and is contributing to the historic district.

Date of Application: November 19, 2019

Date of Review: November 20, 2019

Date of Meeting: November 26, 2019

Proposed work: New awning and gate.

Materials: Awning fabric

Staff review:

1. The application is part of an ongoing project to convert the pedestrian alley between 209 Pearl and 31 N Washington into a functional patio space for a restaurant.
2. The applicant proposes to install an awning over the alley on the east elevation. The awning shall include "Ferrari Satin" (white) and clear vinyl fabrics.
 - a. The awning support structure will be installed at the building mortar joints to not damage the brick.
3. The applicant also proposes installing a gate.
 - a. The applicant expressed desire to have the gate be a functional art piece. Staff conveyed that the commission would be open to such a design, so long as it did not imitate historic fabric. In staff opinion, the gate, as presented, appears to meet this qualification.
 - b. The gate is to be powder-coated steel, approximately 10' wide and 9' tall.
 - c. The gate will be free-standing and not attach to the building.

Recommended Motions:

1. Use property for original purpose or provide compatible use with minimal alteration.

2. Do not destroy original character. Do not remove or alter historic material or features.

3. Do not imitate earlier styles.

4. Preserve significant changes acquired over time.

5. Preserve distinctive features.

6. Repair, don't replace. Replacements shall match original.

7. Clean building gently—no sandblasting.

8. Preserve archaeological resources.

9. Contemporary designs shall be compatible and shall not destroy significant original material.

10. New work shall be removable.

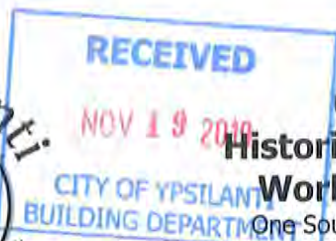
Move to approve and issue a Certificate of Appropriateness for the work proposed at 209 Pearl, as submitted in the application dated November 19, 2019, for installation of an awning and gate on the east elevation. The awning shall be mounted to the building's mortar joints to the greatest extent possible. The gate shall be built per specifications and free-standing.

Relevant Secretary of the Interior's Standards:

#9 #10

Prepared by:

Scott E. Slagor, Preservation Planner



PHDC-19-0123

R.26589
C-1161

**City of Ypsilanti
Historic District Commission
Work Permit Application**
One South Huron • Ypsilanti, MI 48197
Phone: (734) 483-9646 • Fax: (734) 483-7260
www.cityofypsilanti.com

OFFICE USE ONLY

Date Filed:

Meeting Date:

Action Item/Study Item

To complete this application:

1. Complete this form.
2. Attach the following documents:
 - a. Photo(s) showing all locations where work is proposed (can be emailed).
 - b. Catalog cut sheets or similar details for windows, doors, light fixtures, and any other manufactured or preassembled components—this includes information from catalogues, professional quotes, or websites (can be emailed).
 - c. Dimensioned drawings of any new construction or modifications to existing structures, including awnings and signs.
 - d. A sketch plan, if proposal is for work on the grounds and not just the main structure (e.g., installing a new driveway, fence, or shed). This can be drawn on a scaled copy of a mortgage survey.
3. Applications and materials must be received by the Building Department **no later** than 4pm on the Tuesday one week prior to the meeting.

INCOMPLETE APPLICATIONS WILL NOT BE PLACED ON THE AGENDA

Property

Address

209 Pearl Street, Ypsilanti, MI 48197

Applicant

**If applicant is not owner of property, a written statement from the owner authorizing this application must be included.*

Name

Mark Maynard

Address

209 Pearl Street

City

Ypsilanti

State

MI

Zip

48197

Phone / Fax

E-Mail

Contractor

Contractor Name & Contact Info

Baseline Group, LLC

Type of work

- ☐ Roofing
☐ Window/Door Replacement

- ☐ Porches
☐ Sign
☒ Fence (or other sitework)

- ☐ Painting
☒ Other
☐ Application Amendment

Complete Description of Proposed Work:

See attached with photo.

Materials (for paint include color chips or samples with application):**Permit Application Fee (action items only)**

The fee is \$45 for the first \$3,000 in construction cost plus \$5 for every additional \$3,000 of construction cost. There is a flat fee of \$10 for painting only. *An additional fee of \$50 applies to HDC work started without the applicable permit.*

Construction Cost:

\$21,000

Permit fee:

\$45 + \$35 = \$80

Signature

I hereby attest that the above information is accurate. I am authorized to and grant permission to the City of Ypsilanti staff to be on the subject property for the purposes of preparing staff reports and/or evaluating this application.

I further affirm that this property has, or will have before the proposed work is completed, a fire alarm system or smoke alarm complying with the Stille-DeRossett-Hale single-state construction code, PA 230 of 1972, as amended.

Signature:

Date:

11/19/2019

Print Name:

Mark A. Maynard

If you have questions about what the HDC generally permits or does not permit, or what they need to see in an application to render a decision, please call the office at 734-483-9646 or view our factsheets online at cityofypsilanti.com/hd.

All other necessary approvals and permits must be acquired before beginning work.

209 Pearl Street
Bellflower Restaurant
November 19, 2019

Members of the Ypsilanti Historic District Commission,

In October of 2018, I presented to the Ypsilanti Historic District Commission on our plans to redevelop a ten-foot wide strip of property directly to the east of the building at 209 Pearl Street. [This exterior redevelopment was being undertaken in concert with work being done inside the building to open a small restaurant and sandwich shop.] During this meeting, I raised a number of questions as study items. These included; the addition of two new exterior doors to be added to the eastern side of the building, the pouring and stamping of new concrete, and the addition of both a gate and an awning. At the time, I shared [the following letter](#) from our architects, dated October 3, 2018, with the members of the Historic District Commission.

The intent behind the redesign of the driveway directly adjacent to 209 Pearl Street in Ypsilanti, Michigan is to complement the existing historic facade by emphasizing the simplicity of all of the new components and adding elements that are both familiar and ubiquitous with the character of historic downtown Ypsilanti. This approach reflects a general understanding of the historic district context, and honors the building's original architecture not by simple mimicry of aesthetics, but rather by subtle contrast and anonymity. This is achieved in the design by:

- Setting back the awning and gate structure which allows the historic facade of the building to be emphasized rather than the intervention itself.
- Keeping the awning structure simplistic in form and material (a canvas rectangle) from the street so as not to draw attention away from the building itself.
- The storefront awning structure itself is ubiquitous with urban historic districts all over the country and is an integral part of the historic charm of such Neighborhoods. Specifically in Ypsilanti, there are numerous precedents for storefront awning structures within walking distance of 209 Pearl Street.
- The gate reflects the same ideals as described above, simplicity and anonymity. The intent is to have the intervention compliment the historic nature of the building by not competing with the historic details of what already exists on site.

It is our belief that good design solutions are both thoughtful and sensitive to context. The design for the patio space at 209 Pearl does not attempt to simply mimic the aesthetics of the existing historic elements of the building, but rather complements them by allowing them to remain at center stage. This is an intentional and calibrated approach to a unique opportunity to add to the urban fabric and historical charm of Ypsilanti. We thank you for the opportunity, and look forward to you input.

After receiving the feedback of the Commission, and speaking with our architects, I came back on March 27, 2018, and received authorization for the addition of the two exterior doors, the removal of the broken concrete in the future patio space, and the pouring of new cement. (We agreed to neither stamp or dye the concrete, in accordance with HDC guidance.) I furthermore noted that the historic 1926 windows on the ground floor of 209 Pearl Street were going to be rehabbed by the same firm that we had worked with us two years previously on the second floor of the building, where Landline Creative Labs presently resides. And I noted that I would be back to present completed drawings to the Commission before proceeding on either the gate or the awning.

At the time, everything that we'd requested was approved by the Historic District Commission, and the feedback was positive on both the fence and the awning.

Here are the preliminary images I shared at the time:





As you may recall, the Historic District Commission's approval on each of these items was absolutely essential, as we were applying for a \$100K MEDC redevelopment grant through the Ypsilanti DDA in order to see all of these things accomplished.

Well, since that meeting, we've made quite a bit of progress. We were awarded the DDA grant, new doorways were cut, the old cement was removed, new concrete was poured, and the rebuilt historic windows were just installed the week of November 11.

Here, by the way, is what the former driveway — soon to be a patio space for the Bellflower Restaurant — looked a few weeks ago.



And here's what it looks like today.



And, while the newly refurbished windows are still covered on the outside, here's what they look like today, returned to their original 1926 condition... and just waiting for the rest of the renovations to be completed.



And, with that, we'd like to get your official approval on the gate, and the awning, so that we can finalize our exterior work and prepare to open the restaurant.

Here's what we have planned for the outside. [The sign design will change, and we intend to bring that to the HDC separately.]

PLEASE SEE ATTACHMENT A



Here's the quote from the awning company, Marygrove, which contains colors and materials. The gate, however, will be made from black, powder-coated, milled steel, and lumber.



12700 Merriman Rd., Livonia, MI 48150 - (734) 422-7110 - (800) 44-AWNING - FAX (734) 422-3225

SALES PROPOSAL

Billing Information

Name: Accounts Payable
Company: Baseline Group, LLC
Address: 30057 W. Eight Mile Rd.
Livonia, MI, 48152
Email:
Phone1:

Proposal Date: November 18, 19
Cust No. BA2000-0
Order No. PRO-BA2000-0-7
Salesperson: dbache

Payment Info

Method:
Check No:
Amount Pd: \$0.00
Balance: \$16,850.00
Terms: Invoice

Job Site Contact Information

Company or Name: Bell on Pearl | Baseline Group, LLC
Contact: Allyssa
Address: 209 Pearl St.
Ypsilanti, MI 48197
Phone:

Order Specifications

Type	Width	Height	Proj	Price
1 Patio Awning	45 ft 0 in	3 ft 0 in	9 ft 6 in	\$11,500.00

Fabric: Ferrari Satin 502V2-8102C White

Traditional/patio style awning complete and installed.
(Black powder coated frames are included in the price - \$2500)

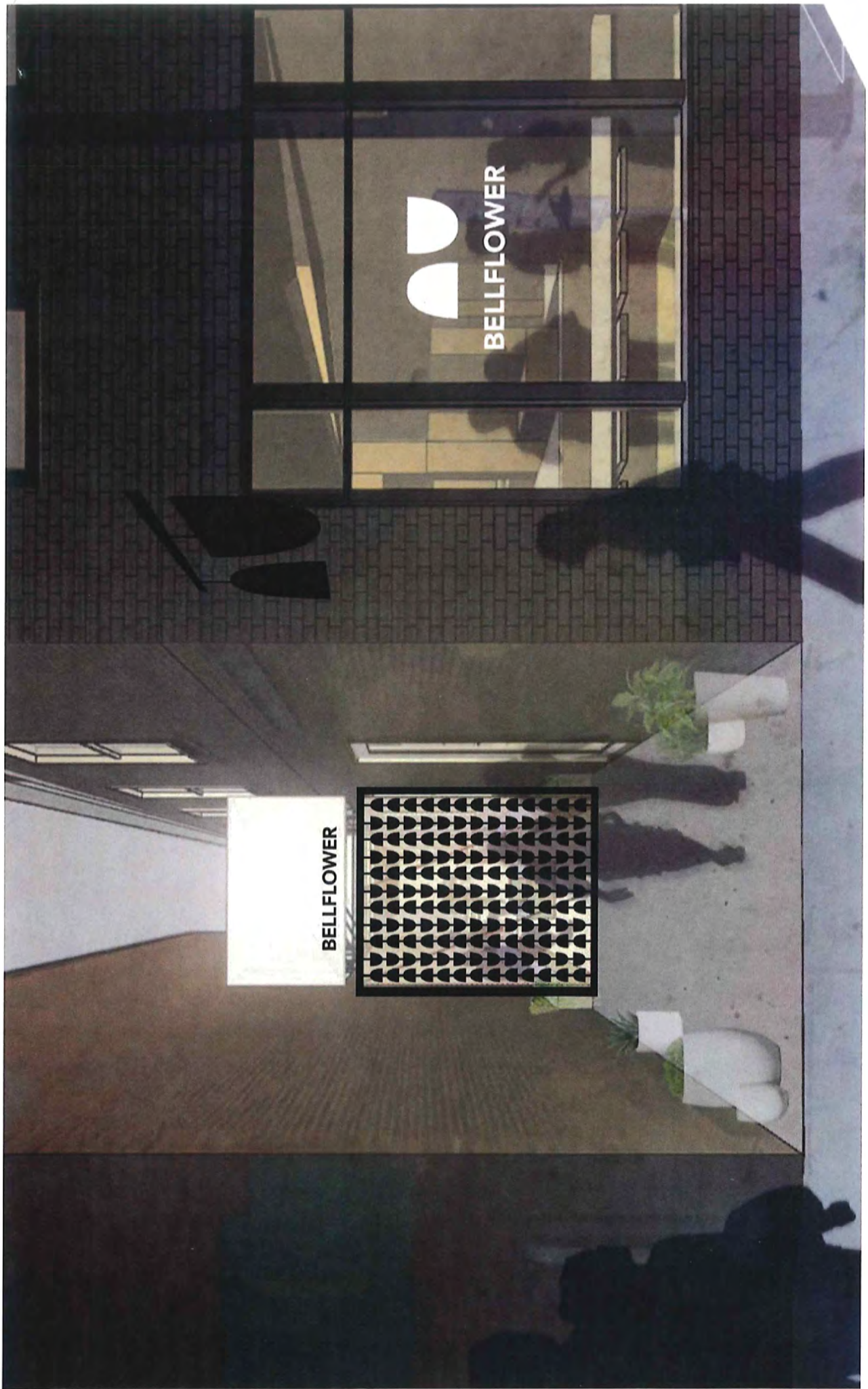
2 Wind Panels Awning	9 ft 6 in	11 ft 0 in	0 ft 0 in	\$5,350.00
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Fabric: Ferrari Satin 502V2-8102C White

Fabric: Clear Vinyl 972035 .030 Clear

Install roll-up wind panels on both ends of the awning with zippers and two black storm doors built into it.
(Black powder coated frames are included in the price - \$750)
(Option - For two motorized rolls screens instead of roll-ups with zippers - the price is \$3800.)

A



Contextual photos of 209 Pearl- From Staff





CS
PHOTOGRAPHY

01
COMMERCIAL
TENNANT
AND
OFFICE
BUILDING

NOTICE
NO PARKING
ANYTIME

435
The Ride
by TriMet



HDC Work Permit Staff Review

Property address: 100 W Michigan

Historically known as the Worden Block, the prominent building at the northwest corner of Huron and Michigan was erected ca.1850 as a three-story Italianate-style commercial block with two storefronts on Michigan Avenue.ⁱ The building is contemporary with the adjacent Convention and Visitors Bureau building, and once had similar brickwork and fenestration. Worden Block was first depicted on a Sanborn Map in 1888; which noted the building as housing a cobbler and dry goods store on the first floor and a barber in the basement. The third floor of the building include a paint shop and a "Colored Lodge R'm" with an adjacent band room. Presumably, this was the gathering place for an African American fraternal origination. Preliminary staff research did not identify which organization met here. This room configuration remained in place through the 1890s.ⁱⁱ

As of 1909, the ground floor had been converted to one large shop and the former dividing wall was replaced by a series of iron columns. Sanborn maps indicate there was a combination dry goods and jewelry business there. Historical photos indicate this was a firm known as Davis & Kishlar. The building's third floor housed a "moccasin factory" in the former lodge room. A full directory-researched history of the occupants has yet to be completed.

The building did not substantially change its appearance until the mid-twentieth century. In 1959 the building was purchased by Max and Ceil Pear for their clothing store, after their former building was demolished for a city parking lot.ⁱⁱⁱ They occupied the ground floor and reopened Pears' [Men's] Clothing. Around this time, the building exterior was remodeled as well. Metal cladding was installed to cover the walls and windows; and a flat awning and screen signboard were installed on the facade. Photos indicate that the façade (Michigan elevation) was covered first, and later followed by the east (Huron Street) elevation. Max and Ceil Pear sold their business to relatives in 1980, who kept the Pear name. The business continued until 1997 when it closed.^{iv} Most recently, the building houses Dalat, a Vietnamese restaurant.

1. Use property for original purpose or provide compatible use with minimal alteration.

2. Do not destroy original character. Do not remove or alter historic material or features.

3. Do not imitate earlier styles.

4. Preserve significant changes acquired over time.

5. Preserve distinctive features.

6. Repair, don't replace. Replacements shall match original.

7. Clean building gently—no sandblasting.

8. Preserve archaeological resources.

9. Contemporary designs shall be compatible and shall not destroy significant original material.

10. New work shall be removable.

See attached historical photos.

Date of Application: November 26, 2019

Date of Review: December 6, 2019

Date of Meeting: December 10, 2019

Proposed work: New fenestration, storefront, window infill, and masonry engineering.

Materials: To be discussed at the meeting.

Staff review:

Project Background

1. The project is part of an ongoing rehabilitation of the subject building.
2. Project representatives recently came to the HDC on August 27, 2019 as a study item. It was stated that the metal panels were installed by drilling rods entirely through the original masonry. This has caused severe cracks in the masonry, which may require that the walls be partially or entirely reconstructed.
 - a. Commissioners present indicated that they would not be opposed to reconstruction, but that they would want the appearance to be appropriate and as historically accurate as possible.
 - b. There was concern for the number of window openings and appearance of the exterior.
3. On October 22, 2019 the HDC issued a Certificate of Appropriateness for the applicant to remove the exterior panels to investigate the condition of the masonry below. To date, that work has been completed.

Application Details

4. The applicant has submitted a very limited work permit form with several goals to rehabilitate the building exterior, including:
 - a. New windows
 - b. New storefront
 - c. Brick infill of some openings
 - d. Reconstruction of part of the exterior
 - e. Extensive engineering work to stabilize the building.
 - f. Repainting and maintenance.

Windows

5. Windows are proposed to be fixed wood sashes.
 - a. Staff recommend that replacement windows match the configuration of the original windows.
 - b. If windows are to be fixed, they should retain the appearance of operable sashes.
 - c. Specific window cut sheets and materials will be provided at the meeting
 - d. Staff advised the applicant to thoroughly document the existing windows to demonstrate that they are non-repairable.

Storefronts

6. The building contains two storefronts. The west storefront (left) will retain existing fenestration and metal panels. The recently exposed frieze window will be repaired and feature a new box trim.
7. The east storefront (right) will feature new dark bronze anodized fenestration, and painted wood panels. The façade signboard will be "similar to neighbor's"- presumably this means the Convention and Visitor's Bureau at 104-106 W Michigan.
 - a. HDC to confirm with applicant the specific details of this storefront.
 - b. Display windows on the east elevation (N Huron) will receive the same framing and anodized bronze treatment.

Infill

8. Some window openings on the east (N Huron) elevation are to be removed. These include:
 - a. The third and fourth bays north from the southwest corner, which are in a section that requires reconstruction- 4 windows total.
 - b. The northern five bays of the building- 10 windows total. The openings will be infilled with brick and recessed 1," an identical treatment that was approved by the HDC on the north (rear) elevation.
 - c. A damaged display window bay, closest to the northeast corner, will remain infilled with concrete block.

Reconstruction

9. The aforementioned third and fourth bays on the east elevation will be reconstructed.
10. A section of brick on the center of the façade, above the third story, will be reconstructed as well.
 - a. Applicant to provide a sample of the brick at the meeting.

Engineering

11. Detailed engineering plans have not yet been provided.

Repainting and Maintenance

12. The exterior will be repainted.
 - a. Applicant has not provided colors.
13. The applicant intends on restoring the "Landy's Furniture" sign at the building's southeast corner.
14. Masonry will be tuck pointed where necessary.
15. The metal coping around the roof will be repaired.

Recommended Motions:

Move to approve and issue a Certificate of Appropriateness for the work proposed at 100 W Michigan, as submitted in the application dated November 26, 2019. Approval is conditioned on the items discussed at the Historic District Commission meeting on December 10, 2019, including: [INSERT SPECIFIC DETAILS AGREED UPON].

Relevant Secretary of the Interior's Standards:

#5, #6, #9

Move to table discussion of work at 100 W Michigan, pending further information from the applicant regarding [INSERT SPECIFIC INFORMATION THE COMMISSION MAY REQUIRE].

Prepared by:

Scott E. Slagor, Preservation Planner

ⁱ Robert O. Christensen, *National Register of Historic Places Registration Form: Ypsilanti Historic District* (Lansing: Bureau of History, 1988).

ⁱⁱ Sanborn-Perris, *Ypsilanti, Michigan* (New York: Sanborn-Perris Map Co., June 1893), 4.

ⁱⁱⁱ Peg Porter "The Pear Family Coming to America," *Ypsilanti Gleanings* (Ypsilanti Historical Society, Summer 2017), 16.

^{iv} *Ibid.*, 16.

PHDC-19-0125

R. J. 26006
Amey



**City of Ypsilanti
Historic District Commission
Work Permit Application**

One South Huron • Ypsilanti, MI 48197
Phone: (734) 483-9646 • Fax: (734) 483-7260
www.cityofypsilanti.com

OFFICE USE ONLY

Date Filed:

Meeting Date:

Action Item/Study Item

To complete this application:

1. Complete this form.
2. Attach the following documents:
 - a. Photo(s) showing all locations where work is proposed (can be emailed).
 - b. Catalog cut sheets or similar details for windows, doors, light fixtures, and any other manufactured or preassembled components—this includes information from catalogues, professional quotes, or websites (can be emailed).
 - c. Dimensioned drawings of any new construction or modifications to existing structures, including awnings and signs.
 - d. A sketch plan, if proposal is for work on the grounds and not just the main structure (e.g., installing a new driveway, fence, or shed). This can be drawn on a scaled copy of a mortgage survey.
3. Applications and materials must be received by the Building Department **no later** than 4pm on the Tuesday one week prior to the meeting.

INCOMPLETE APPLICATIONS WILL NOT BE PLACED ON THE AGENDA

Property

Address

100-102 W. MICHIGAN AVE YPSILANTI 48197

Applicant

**If applicant is not owner of property, a written statement from the owner authorizing this application must be included.*

Name

100 MICHIGAN VENTURES

Address

720 FELCH ST

City

ANN ARBOR

State

MI

Zip

48103

Phone / Fax



E-Mail



Contractor

Contractor Name & Contact Info

O'NEIL CONSTRUCTION

Type of work

- ☐ Roofing
- ☐ Window/Door Replacement

- ☐ Porches
- ☐ Sign
- ☐ Fence (or other sitework)

- ☐ Painting
- ☐ Other
- ☒ Application Amendment

Complete Description of Proposed Work:

EXTENSIVE EXTERIOR WORK
NEW WINDOWS / SHOPFRONT
BRICK IN-FILL OF OPENINGS
DEMOL AND RE-BUILD OF PARTIAL EXTERIOR
EXTENSIVE ENGINEERING

FURTHER DETAIL TO BE DISCUSSED
AT THE MEETING OF HDC.

Materials (for paint include color chips or samples with application):

Permit Application Fee (action items only)

The fee is \$45 for the first \$3,000 in construction cost plus \$5 for every additional \$3,000 of construction cost. There is a fee of \$10 for painting only. *An additional fee of \$50 applies to HDC work started without the applicable permit.*

Construction Cost:

\$ 200,000

Permit fee:

\$45 + 330 = \$375

Signature

I hereby attest that the above information is accurate. I am authorized to and grant permission to the City of Ypsilanti to be on the subject property for the purposes of preparing staff reports and/or evaluating this application.

I further affirm that this property has, or will have before the proposed work is completed, a fire alarm system or smoke alarm complying with the Stille-DeRossett-Hale single-state construction code, PA 230 of 2002, as amended.

Signature:

Date:

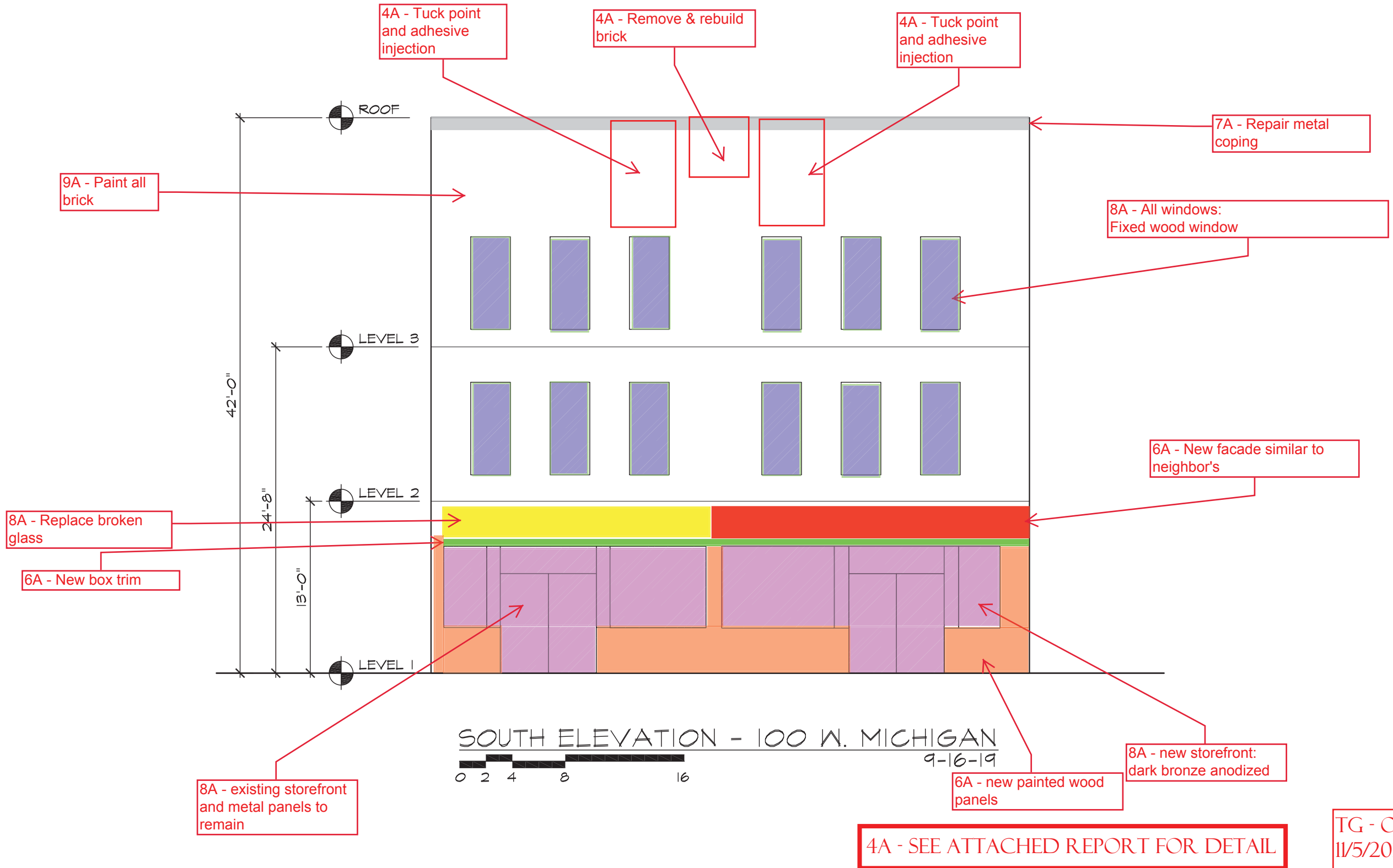
11/26/19

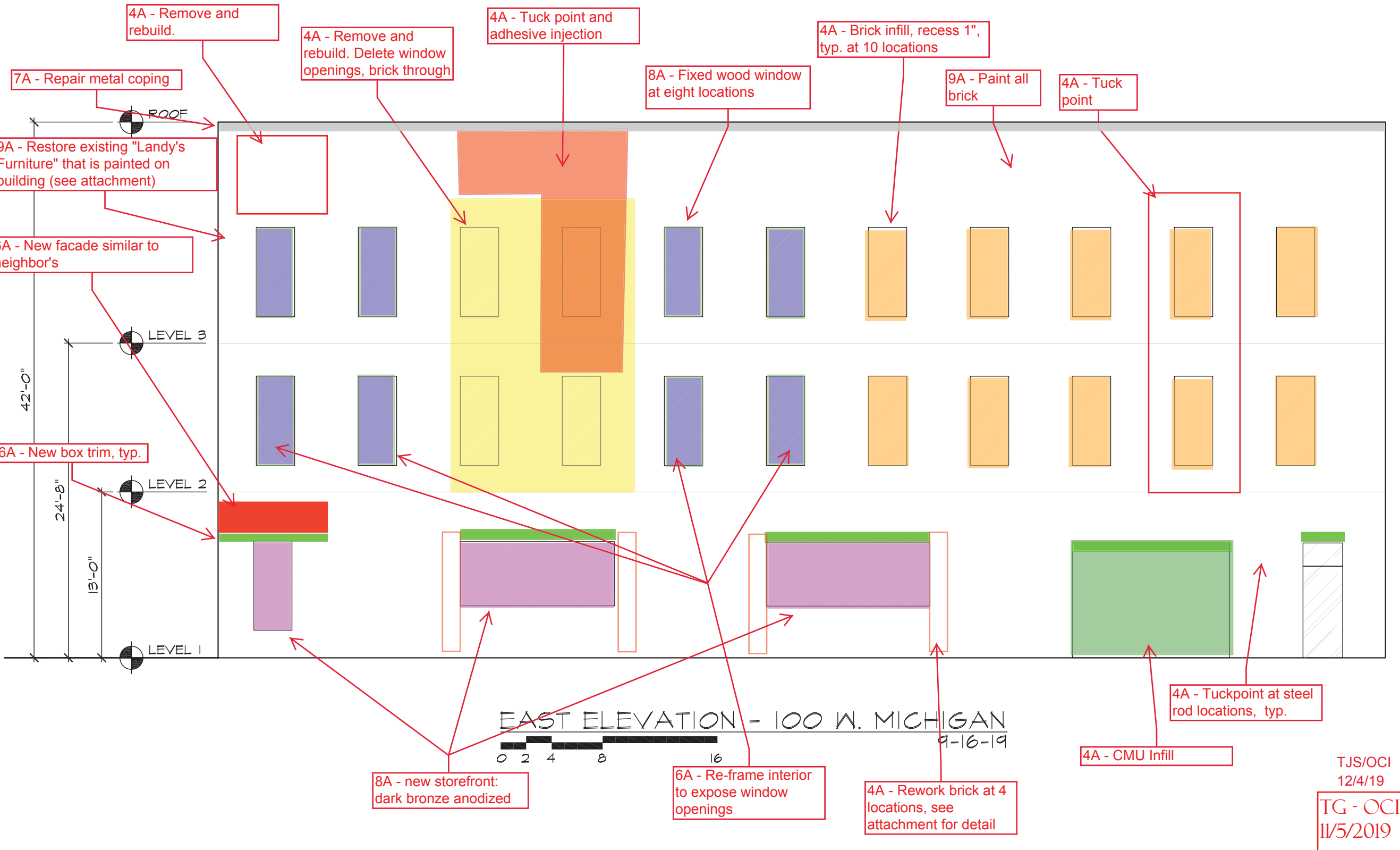
Name:

Conor Doran

If you have questions about what the HDC generally permits or does not permit, or what they need to see in an application to render a decision, please call the office at 734-483-9646 or view our factsheets online at cityofypsilanti.com/hd.

All other necessary approvals and permits must be acquired before beginning work.









DAVIS & KISHLAR.

YPSILANTI, MICH. No 306

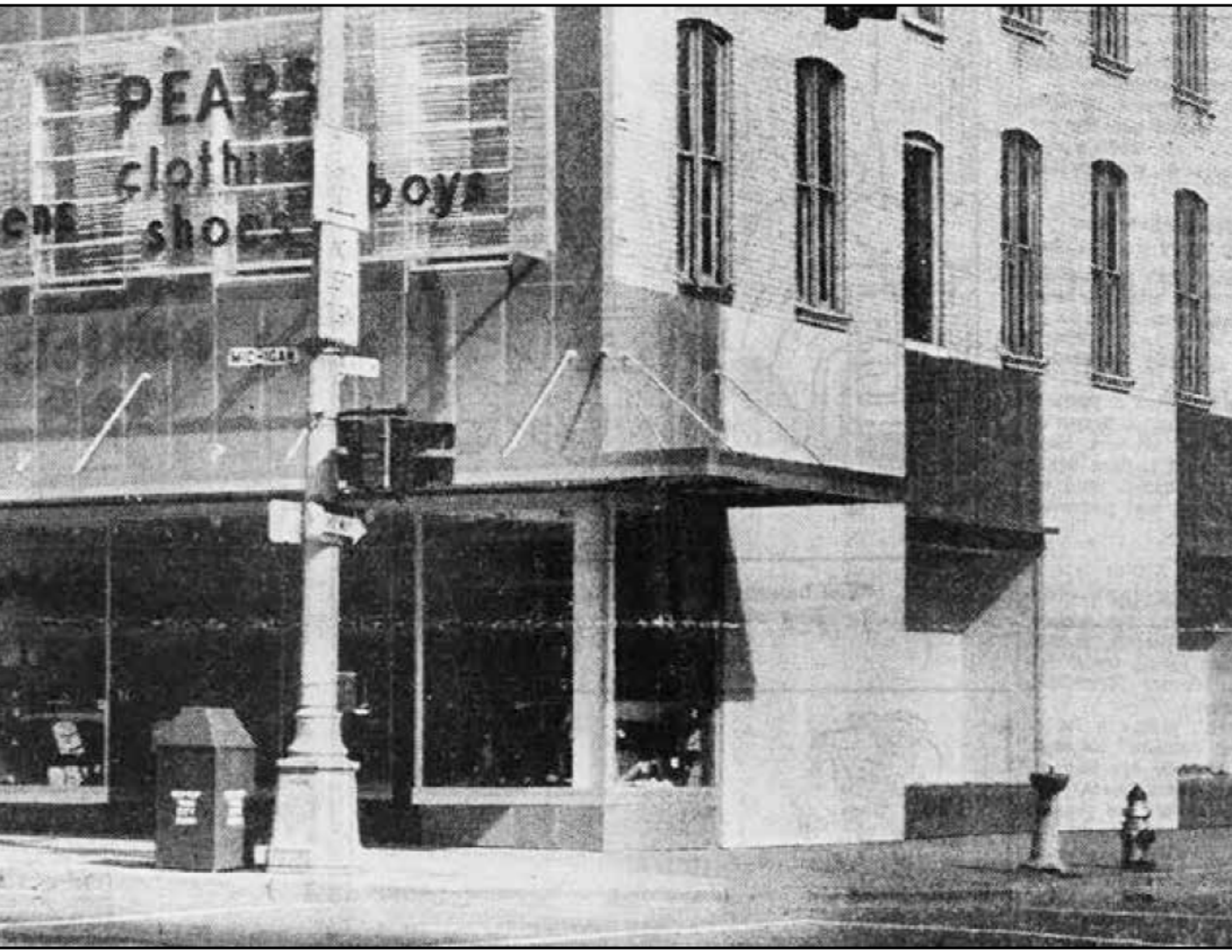


LANDY'S
FURNITURE

FAMILY DEPT. ST.
NEWS HOME AND
GARDEN FURNISHINGS

NO
LEFT
TURN

CRANE RENTALS
STEEL ROOFS INSTALLED
YPSILANTI STEEL FABRICATION





ONE
WAY
→

WYHZ

PEAR'S CLOTHING

PEAR'S



ONE
WAY



NO
TURN
ON RED

WEST

BUSINESS

12

WEST

17



WGM
RADIO

PEAR'S

SALE

FOR SALE
ON LEASE





ONE
WAY
→

PUBLIC
PARKING
LOT
→

WEST

BUSINESS

12

↑

WEST

M 17

→

NO
TURN
ON RED

O'neal
interior fashion inc.





TION

C'oneal
construction inc



HDC Demolition by Neglect Staff Report- Update

Property Address: 302 E Cross

Property History

The building was constructed ca. 1880. Based on a 2013 HDC review letter, a series of three rear additions were removed as they were a public safety hazard. Internal background research did not reveal additional information on the property history.

Property Significance

The house contributes to the Ypsilanti Historic District under Criterion C, architecture. The house is a ca. 1880 “Late Victorian” style residence. It has the vernacular Gabled Ell form, but stylistic features that reflect Queen Anne and Gothic Revival styles.

Demolition by Neglect Timeline

- 8/23/2018 Notice to Appear sent to property owner to attend HDC meeting discussion on Demolition by Neglect (DBN).
- 9/11/2018 HDC found the property to be a case of DBN.
- Staff had advised to wait to establish a timeline until the Building Department had a chance to visit the structure.
- 2/26/2019 The owner was approved to reroof the house.
- 4/2019 Planning and Building Departments Staff toured the property with the owner.
- 5/14/2019 The HDC and owner agreed on a timeline for repair.
- 10/7/2019 Staff discussed the project with the owner, who stated that the roof repairs are complete, the foundation repair is progressing from the interior, and the next steps are the siding and porches.
- 10/22/2019 The HDC approved a revised timeline for repairs and requested that the applicant come to the 11/12/2019 meeting with an update.
- 11/12/2019 The owner was unable to come to the meeting and the HDC requested that the open fenestration and walls of the building be covered for the winter. The HDC requested the owner's presence at the next meeting on 11/26/2019.

Revised Timeline

Temporary boarding, roof repairs, and a study item for window repair shall be completed and/or presented at the November 12, 2019 meeting; the property owner may use siding as presented at the

October 22, 2019 meeting to clad the open wall areas on the west side of the house. Repairs to the east elevation foundation will be completed by the end of December, 2019 and foundation repairs on the west (Park Street) elevation shall be complete by the end of March, 2020. The property owner will meet with the HDC at the first meeting in April to reevaluate the timeline.

Next Steps

The owner and HDC should continue to address the outstanding items.

Outstanding Items to be Addressed by Owner's Proposed Timeline

These items were identified by the Building Department as deterrents to the building's safety and structural integrity.

- Roof completion- Mostly complete except for a small section on the rear ell
- Foundation instability – to be completed by December 2019
- Damaged or missing siding – Infill replacement siding was to be replaced by 11/12/2019 so the HDC may gauge its appropriateness for the rest of the building.
- Damaged windows and doors -TBD
- Deterioration of porches on the façade and west elevation, including porch decking, ceiling, and eaves- TBD.













WHERE TO BUY (/EN-US/
WHERE-TO-BUY)

GET HELP ON YOUR PROJECT (/EN-US/GET-
HELP?JWCT_GETHELP=UTILITYLINKS)

FOR INVESTORS ^{USA}
✈

PRO SIGN IN
(/EN-US/SIGN-IN)

(HTTP://INVESTORS.JELD-
WEN.COM/)

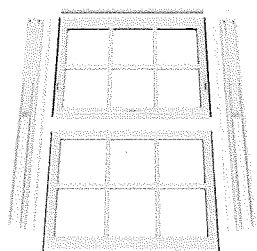


(/en-us)

JELD-WEN
WINDOWS & DOORS

SEARCH

Siteline™ Clad-Wood Window: Double-Hung Sash Pack



Model Overview

PROJECT TYPE

New construction and replacement

MAINTENANCE LEVEL

Moderate

WARRANTY

20 Year Warranty

COLORS & FINISHES

27 Exterior Colors

28 Interior Finish Options

FRAME OPTIONS

Sash Replacement System

GLASS

Energy efficient, tinted, textured and protective.

DIVIDED LITES

Grilles between the glass.

HARDWARE

1 Lock option in 9 finishes

CONSTRUCTION

Tilt Sash

MATERIALS

1 Wood Options



PRICING

Many options will influence the price of your window.
To get an estimate, contact your JELD-WEN dealer.

[WHERE TO BUY \(/EN-US/WHERE-TO-BUY?PID=145811\)](#)

[GET HELP ON YOUR PROJECT \(/EN-US/GET-HELP?PID=145811&JWCT_GETHELP=PRODUCTPAGE\)](#)

Model Details & Options

Materials

WOOD OPTIONS

 **AuraLast™**



AuraLast® Pine

AuraLast® pine is a patented wood product that provides protection against wood rot, water damage and termites. This water-based process fortifies wood all the way to the core, providing an exclusive level of protection you'll only find through JELD-WEN and

backed by our limited lifetime warranty. Distinct color variations occur and the grain can appear straight or erratic depending on how it is cut from the log. The wood will darken and yellow with age, adding character and charm. It machines to a fine, smooth finish and easily accepts lighter stains and paint. Staining is recommended to achieve a uniform appearance because pine naturally contains resins that can affect penetration. Knots should be sealed before painting.

Colors & Finishes

EXTERIOR COLORS



Bone White



Brilliant White



Ivory



French Vanilla



Heirloom White



Mocha Cream



Desert Sand



Silver



Smoke



Stone



Flagstone



Cocoa



Surf



Sea Foam



Hunter Green



Moss



Hartford Green



Cranberry



Mesa Red



Stormy



Admiral



Navy



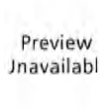
Steele Gray



Dark Chocolate



Chestnut Bronze



Preview
Unavailable

Luxury Bronze



Black

INTERIOR FINISH OPTIONS



AuraLast Pine Americano
Finish



AuraLast Pine Charcoal
Finish



AuraLast Pine Clear Lacquer
Finish



AuraLast Pine Cordovan
Finish



AuraLast Pine Fruitwood
Finish



AuraLast Pine Kodiak Finish



AuraLast Pine Walnut Finish



Alder Americano Finish



Alder Charcoal Finish



Alder Clear Lacquer Finish



Alder Cordovan Finish



Alder Fruitwood Finish



Alder Kodiak Finish



Alder Walnut Finish



Fir Americano Finish



Fir Charcoal Finish



Fir Clear Lacquer Finish



Fir Cordovan Finish



Fir Fruitwood Finish



Fir Kodiak Finish



Fir Walnut Finish



Paint Black

Paint Brilliant White

Paint Desert Sand



Paint Dove



Paint Gunmetal

Paint Ivory



Primed

Glass

ENERGY EFFICIENT GLASS

Our optional high-performance Low-E insulating glass lowers energy costs, helps homes stay cooler in the summer and warmer in the winter, reducing the fading of interior furnishings and condensation. It also delivers greater visible light transmittance than tinted glass. Clear glass consists of two panes of glass, sealed with an airspace and the perimeter of the unit is sealed. This option offers maximum visible light transmittance and superb energy efficiency in most climates. With Low-E glass, ENERGY STAR® qualified versions of this product are likely available. This means they meet or exceed the minimum energy efficiency criteria for your climate region. For more information, ask your dealer how to order JELD-WEN ENERGY STAR qualified products specific to your area.



LoE³-366



Low-E



Low-E EC

TINTED GLASS

Our optional tinted glass is ideal for climates with intense sunlight. It reduces glare and visible light transmittance, while also keeping homes more comfortable in warm weather. Optional clear glass consists of two panes of glass, sealed with an airspace and the perimeter of the unit is sealed. This option offers maximum visible light transmittance and superb energy efficiency in most climates.



Bronze Tinted



Clear



Gray Tinted



Green Tinted



Bronze Reflective Tinted

TEXTURED GLASS

We offer an array of glass types, each one with its own attractive texture, pattern or color. Add a distinctive touch to our windows with optional textured glass, which lets light in while maintaining privacy. This glass will not only enhance your chosen window and transoms, but also add radiance to your entire home.



Glue Chip



Matte Frost



Narrow Reed



Obscure



Rain



Seedy Reamy

PROTECTIVE GLASS



Neat®

With the Neat® glass option, you gain natural cleaning convenience. By harnessing the sun's UV rays (even when the sky is cloudy) to loosen dirt from the glass, rainwater can easily rinse away grime. No manual activation is required.



Preserve

Preserve® film comes standard on our window and patio door glass. It is factory-applied to both the interior and exterior surfaces of the glass. This means the glass surfaces will be reliably protected from debris and scratches that can occur during shipping and handling or at a construction site. So you won't need to spend extra time cleaning your new windows. What's more, it's easy to remove. *Please note, Preserve film is not available with impact-resistant glass or single pane units.



Tempered

The tempered glass option is available in all glass types and provides extra strength, enabling it to withstand force or pressure on its surface and it will not break into sharp pieces. Local building codes often require tempered glass to be used in all windows that are close to the floor or near doors, bathtubs or showers.

Divided Lites

GRILLES BETWEEN THE GLASS





Grilles Between the Glass

Add architectural interest with our divided lite options. Enjoy increased visual appeal and decreased maintenance with our grilles between the glass, which consist of a spacer bar placed between the panes of the insulating glass. They are an ideal choice because they require no upkeep and will not interfere with window cleaning. We offer 5/8" or 7/8" flat grilles, as well as 5/8" or 1" contour grilles in several grille patterns. These grilles are available in the color that matches the exterior color of the patio door you choose.

FULL-SURROUND REMOVABLE WOOD GRILLES



Full-Surround Removable Wood Grilles

Add architectural interest to your windows with our divided lite options. Our full-surround wood grilles are a convenient way to achieve the look of divided lites. These grilles are positioned on the interior glass and can be removed for easy cleaning. Grilles are available in 7/8", 1-1/8" and 1-3/8" widths in several grille patterns.

SIMULATED DIVIDED LITES



Simulated Divided Lites

Add architectural interest to your windows with our divided lite options. These options include simulated divided lites (SDL) for an authentic look. They feature grilles that are permanently attached to both the interior and exterior glass (aluminum for clad exteriors, wood for wood exteriors), metal bars placed between the panes of insulating glass to provide design detail.

GRILLE DESIGNS



Colonial Grille



No Grille



Prairie Grille



Top Down Grille

Hardware

LOCKS



Sash Lock

LOCK HARDWARE FINISHES

We offer a range of hardware and hardware finishes for our wood and clad-wood windows. We know a Victorian house feels all the more ornate with brass fixtures. And the shine of polished chrome adds a contemporary edge to traditional architecture. Our selection ensures you can make the statement you want down to the last detail.



Antique Brass Finish



Black Finish



Brushed Chrome Finish



Chestnut Bronze Finish



Desert Sand Finish



Oil-Rubbed Bronze Finish



Polished Brass Finish



Satin Nickel Finish

White Finish

Construction & Framing

CONSTRUCTION



Tilt Sash

Our double-hung windows include a tilt latch which allows you to easily tilt the sash in to allow for convenient cleaning from the inside of your home. Tilt latches will match the hardware color of your window.

FRAME OPTIONS

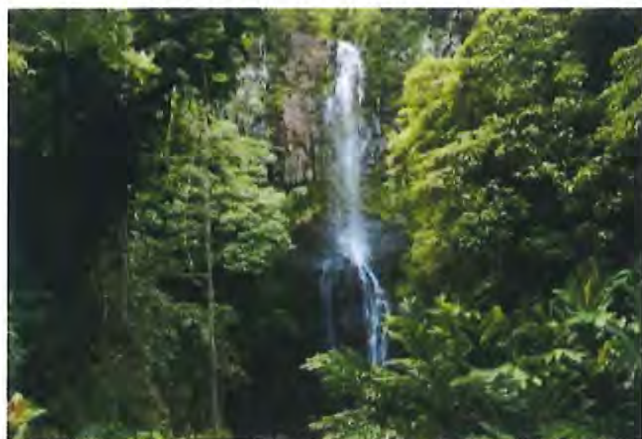


Sash Replacement System

We offer sash double-hung replacement windows, which is a breeze to install in a replacement application to replace an older sash. It is quick to install because the window frame and trim pieces typically remain in place. System is provided with all the necessary parts and hardware for replacing existing windows while keeping trim and frame intact. Materials include one upper sash with weatherstrip, one lower sash with weatherstrip, pine head jamb filler with weatherstrip flange, wood head parting stop, one pair of vinyl concealed jamb liners with balance hardware, common and finishing nails, metal jamb liner brackets with nails, two foam head jamb liner gaskets and screw hole covers.

Energy & Sustainability

SUSTAINABLE SOLUTIONS



Sustainability at JELD-WEN

At JELD-WEN, sustainability is nothing new. With origins rooted in wood product manufacturing, our legacy has been to make windows, doors and components in a manner consistent with efficient use of what nature provides. In effect, we've always strived to make stiles and sash, not sawdust. To us, minimizing waste has always made good ecological and business sense. Our mission is to develop high performance, high-value products that satisfy our customers' needs, while also caring for our communities by seeking ways to reduce our impact on the environment. We also realize that there is still work to be done. Sustainability is a journey, and our on-going efforts will remain directed toward continual improvement of our products, processes and culture. We do this not because it's popular. We do it because it's the right thing to do.



ENERGY STAR® Qualified Options

We are committed to offering products for improved energy efficiency in your home. This product has ENERGY STAR qualified options to save energy and meet current requirements. As proof of our commitment, JELD-WEN has received the 2010 ENERGY STAR Partner of the Year award. The award signifies outstanding contributions to protecting the environment through energy efficiency and is presented to only a handful of 17,000 organizations that participate in the program each year. Our company-wide commitment to energy conservation excellence is part of our continued commitment to bringing reliability to your home and life. For more information, ask your dealer about JELD-WEN ENERGY STAR products.



Home Innovation

NGBS GREEN CERTIFIED™

NGBS Green Certified

FSC®-certified ENERGY STAR® wood windows and patio doors with AuraLast® wood manufactured by JELD-WEN have been approved for points toward National Green Building Certification to the ICC 700-2008 National Green Building Standard for residential construction.



 **AuraLast™**

Reduced VOCs

The AuraLast® manufacturing process releases 96 percent fewer VOCs than traditional treatments, one more reason that AuraLast--The Worry-Free Wood® really is worry-free. AuraLast is JELD-WEN's exclusive water-based wood protection process. Unlike typical solvent-based dip treatments that only coat a thin layer on the wood's surface, AuraLast delivers durable 100 percent surface-to-core protection. AuraLast is 100 percent real wood, so homeowners don't have to sacrifice the beautiful appearance for industry-leading protection.

WHERE TO BUY (/EN-US/WHERE-TO-BUY)

GET HELP ON YOUR PROJECT (/EN-US/GET-HELP?
JWCT_GETHELP=FOOTERCTA)

(https://www.facebook.com/jeldwen/ (https://www.instagram.com/jeldwen/ (https://www.linkedin.com/company/jeldwen/ (https://www.youtube.com/channel/UCvYUwD7OS

- WINDOWS & DOORS
- +
- DISCOVER
- +
- SUPPORT
- +
- OUR COMPANY
- +

© 2019 JELD-WEN, Inc.

PRIVACY POLICY (/EN-US/ABOUT-US/GENERAL-INFORMATION/PRIVACY-POLICY) | SUPPLY CHAIN TRANSPARENCY (/EN-US/ABOUT-US/COMPANY/SUPPLY-CHAIN-TRANSPARENCY) | INTERNATIONAL  (HTTP://JELD-WEN.NET/)

Plt DC-19-0120
26556
C#5009



City of Ypsilanti
Historic District Commission
Work Permit Application
One South Huron • Ypsilanti, MI 48197
Phone: (734) 483-9646 • Fax: (734) 483-7260
www.cityofypsilanti.com

OFFICE USE ONLY
Date Filed:
Meeting Date:
Action Item/Study Item

To complete this application:

1. Complete this form.
2. Attach the following documents:
 - a. Photo(s) showing all locations where work is proposed (can be emailed).
 - b. Catalog cut sheets or similar details for windows, doors, light fixtures, and any other manufactured or preassembled components—this includes information from catalogues, professional quotes, or websites (can be emailed).
 - c. Dimensioned drawings of any new construction or modifications to existing structures, including awnings and signs.
 - d. A sketch plan, if proposal is for work on the grounds and not just the main structure (e.g., installing a new driveway, fence, or shed). This can be drawn on a scaled copy of a mortgage survey.
3. Applications and materials must be received by the Building Department **no later** than 4pm on the Tuesday one week prior to the meeting.

INCOMPLETE APPLICATIONS WILL NOT BE PLACED ON THE AGENDA

Property

Address

305 E Forest, Ypsilanti, MI 48198

Applicant

**If applicant is not owner of property, a written statement from the owner authorizing this application must be included.*

Name

Neighborhood Roofing

Address

832 Phoenix Dr.

City

Ann Arbor

State

MI

Zip

48108

Phone / Fax

734-994-6500

E-Mail

[Redacted]

Contractor

Contractor Name & Contact Info

Same

Type of work

- ☒ Roofing
- ☐ Window/Door Replacement

- ☐ Porches
- ☐ Sign
- ☐ Fence (or other sitework)

- ☐ Painting
- ☐ Other
- ☐ Application Amendment

Complete Description of Proposed Work:

-Tear off and Re-roof on House
and garage using dimensional
Shingles

Shingle = Owens Corning Oakridge in "Twilight
Black"

Vents = No vents = It is a Hot Roof

T-Drip = white

Materials (for paint include color chips or samples with application):

Permit Application Fee (action items only)

The fee is \$45 for the first \$3,000 in construction cost plus \$5 for every additional \$3,000 of construction cost. There is a flat fee of \$10 for painting only. *An additional fee of \$50 applies to HDC work started without the applicable permit.*

Construction Cost:

7080.00

Permit fee:

\$45 + 10 = \$55.00

Signature

I hereby attest that the above information is accurate. I am authorized to and grant permission to the City of Ypsilanti staff to be on the subject property for the purposes of preparing staff reports and/or evaluating this application.

I further affirm that this property has, or will have before the proposed work is completed, a fire alarm system or smoke alarm complying with the Stille-DeRossett-Hale single-state construction code, PA 230 of 1972, as amended.

Signature:

[Redacted Signature]

Date:

11/4/19

Print Name:

Tom Meadows

If you have questions about what the HDC generally permits or does not permit, or what they need to see in an application to render a decision, please call the office at 734-483-9646 or view our factsheets online at cityofypsilanti.com/hd.

All other necessary approvals and permits must be acquired before beginning work.









**City of Ypsilanti
Historic District Commission
Work Permit Application**

One South Huron • Ypsilanti, MI 48197
Phone: (734) 483-9646 • Fax: (734) 483-7260
www.cityofypsilanti.com

OFFICE USE ONLY

Date Filed:

Meeting Date:

Action Item/Study Item

To complete this application:

1. Complete this form.
2. Attach the following documents:
 - a. Photo(s) showing all locations where work is proposed (can be emailed).
 - b. Catalog cut sheets or similar details for windows, doors, light fixtures, and any other manufactured or preassembled components—this includes information from catalogues, professional quotes, or websites (can be emailed).
 - c. Dimensioned drawings of any new construction or modifications to existing structures, including awnings and signs.
 - d. A sketch plan, if proposal is for work on the grounds and not just the main structure (e.g., installing a new driveway, fence, or shed). This can be drawn on a scaled copy of a mortgage survey.
3. Applications and materials must be received by the Building Department **no later** than 4pm on the Tuesday one week prior to the meeting.

INCOMPLETE APPLICATIONS WILL NOT BE PLACED ON THE AGENDA

Property

Address

301 N Adams

Applicant

**If applicant is not owner of property, a written statement from the owner authorizing this application must be included.*

Name

Scott Klaassen

Address

[REDACTED]

City

Ypsilanti

State

MI

Zip

48197

Phone / Fax

[REDACTED]

E-Mail

[REDACTED]

Contractor

Contractor Name & Contact Info

Type of work

- ☒ Roofing
☐ Window/Door Replacement

- ☐ Porches
☐ Sign
☐ Fence (or other sitework)

- ☐ Painting
☐ Other
☐ Application Amendment

Complete Description of Proposed Work:

Replace section of roof shingles → Garage
approx 40% of roof
New shingles to match existing east side shingles
Certainteed Landmark
asphalt dimensional shingles
Color: Weathered Wood

Materials (for paint include color chips or samples with application):

Permit Application Fee (action items only)

The fee is \$45 for the first \$3,000 in construction cost plus \$5 for every additional \$3,000 of construction cost. There is a flat fee of \$10 for painting only. *An additional fee of \$50 applies to HDC work started without the applicable permit.*

Construction Cost: \$750⁰⁰

Permit fee:

\$45 + _____ =

Signature

I hereby attest that the above information is accurate. I am authorized to and grant permission to the City of Ypsilanti staff to be on the subject property for the purposes of preparing staff reports and/or evaluating this application.

I further affirm that this property has, or will have before the proposed work is completed, a fire alarm system or smoke alarm complying with the Stille-DeRossett-Hale single-state construction code, PA 230 of 1972, as amended.

Signature

Date:

11/14/19

Print Name

Scott Klaassen

If you have questions about what the HDC generally permits or does not permit, or what they need to see in an application to render a decision, please call the office at 734-483-9646 or view our factsheets online at cityofypsilanti.com/hd.

All other necessary approvals and permits must be acquired before beginning work.

PHDC-19-0121



Certainteed Landmark
asphalt shingles
color: Weathered Wood







RECEIVED

NOV 25 2019

CITY OF YPSILANTI
BUILDING DEPARTMENT

City of Ypsilanti

Historic District Commission Work Permit Application

One South Huron • Ypsilanti, MI 48197
Phone: (734) 483-9646 • Fax: (734) 483-7260
www.cityofypsilanti.com

OFFICE USE ONLY

Date Filed:

Meeting Date:

Action Item/Study Item

To complete this application:

1. Complete this form.
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 - b. Catalog cut sheets or similar details for windows, doors, light fixtures, and any other manufactured or preassembled components—this includes information from catalogues, professional quotes, or websites (can be emailed).
 - c. Dimensioned drawings of any new construction or modifications to existing structures, including awnings and signs.
 - d. A sketch plan, if proposal is for work on the grounds and not just the main structure (e.g., installing a new driveway, fence, or shed). This can be drawn on a scaled copy of a mortgage survey.
3. Applications and materials must be received by the Building Department **no later** than 4pm on the Tuesday one week prior to the meeting.

INCOMPLETE APPLICATIONS WILL NOT BE PLACED ON THE AGENDA

Property

Address

201 W. Mich Ave. Ypsilanti, MI 48197

Applicant

**If applicant is not owner of property, a written statement from the owner authorizing this application must be included.*

Name

S.R. Walker Contracting LLC

Address

City

Livonia

State

MI

Zip

48154

Phone / Fax

E-Mail

Contractor

Contractor Name & Contact Info

Steve Walker

Type of work

- ☒ Roofing
☐ Window/Door Replacement

- ☐ Porches
☐ Sign
☐ Fence (or other sitework)

- ☐ Painting
☐ Other
☐ Application Amendment

Complete Description of Proposed Work:

Re-roof of Building Talroom Bar+Grill
Install a TPO membrane roofing system
Install new coping metal color to match
Existing paint scheme.
Work to be done in accordance with HDC
approval.

Materials (for paint include color chips or samples with application):

Permit Application Fee (action items only)

The fee is \$35 for the first \$3,000 in construction cost plus \$5 for every additional \$3,000 of construction cost. There is a flat fee of \$35 for painting only. *An additional fee of \$50 applies to HDC work started without the applicable permit.*

Construction Cost:

\$15,000.00

Permit fee:

\$35 + _____ = 65⁰⁰

Signature

I hereby attest that the above information is accurate. I am authorized to and grant permission to the City of Ypsilanti staff to be on the subject property for the purposes of preparing staff reports and/or evaluating this application.

I further affirm that this property has, or will have before the proposed work is completed, a fire alarm system or smoke alarm complying with the Stille-DeRossett-Hale single-state construction code, PA 230 of 1972, as amended.

Signature:



Date:

11/25/18

Print Name:

Steve Walker

If you have questions about what the HDC generally permits or does not permit, or what they need to see in an application to render a decision, please call the office at 734-483-9646, email us at ckochanek@cityofypsilanti.com, or view our factsheets at cityofypsilanti.com/hd.

All other necessary approvals and permits must be acquired before beginning work.





10845 Olive Boulevard, Suite 260, Saint Louis, Missouri 63141 - 314.997.6111 - www.trileaf.com

November 18, 2019

Ypsilanti Historical Society

Attn: Mr. Bill Nickels, President

220 North Huron Street

Ypsilanti, MI 48197

RE: Cellco Partnership and its controlled affiliates doing business as Verizon Wireless (Verizon Wireless) – 40213_ANN ARBOR EAST_5G - A / 616381839 – Trileaf Project #656543

301 N Hamilton Street, Ypsilanti, MI 48197

Washtenaw County, Ypsilanti East Quadrangle (USGS)

Latitude: 42° 14' 41.42" N, Longitude: 83° 37' 3.43" W

Dear Mr. Nickels,

Trileaf Corporation is in the process of completing a Section 106 review at the referenced property. Our client proposes to collocate three (3) small cell communications antennas and associated equipment on an existing 38.5-foot tall utility pole. The proposed development is located with a public right-of-way, consisting of maintained grass. The antenna will be licensed by the Federal Communications Commission (FCC).

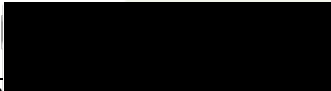
Our investigation includes determining if the site is contained in, on or within the viewshed of a building, site, district, structure or object, significant in American history, architecture, archaeology, engineering or culture, that is listed, or eligible for listing on the State or National Registers of Historic Places, or located in or on an Indian Religious Site.

Trileaf is requesting information regarding this tower's potential effect on Historic Properties. All information received will be forwarded to the State Historic Preservation Office (SHPO) as part of the Section 106 review process. *Additionally, this invitation to comment is separate from any local planning/zoning process that may apply to this project.*

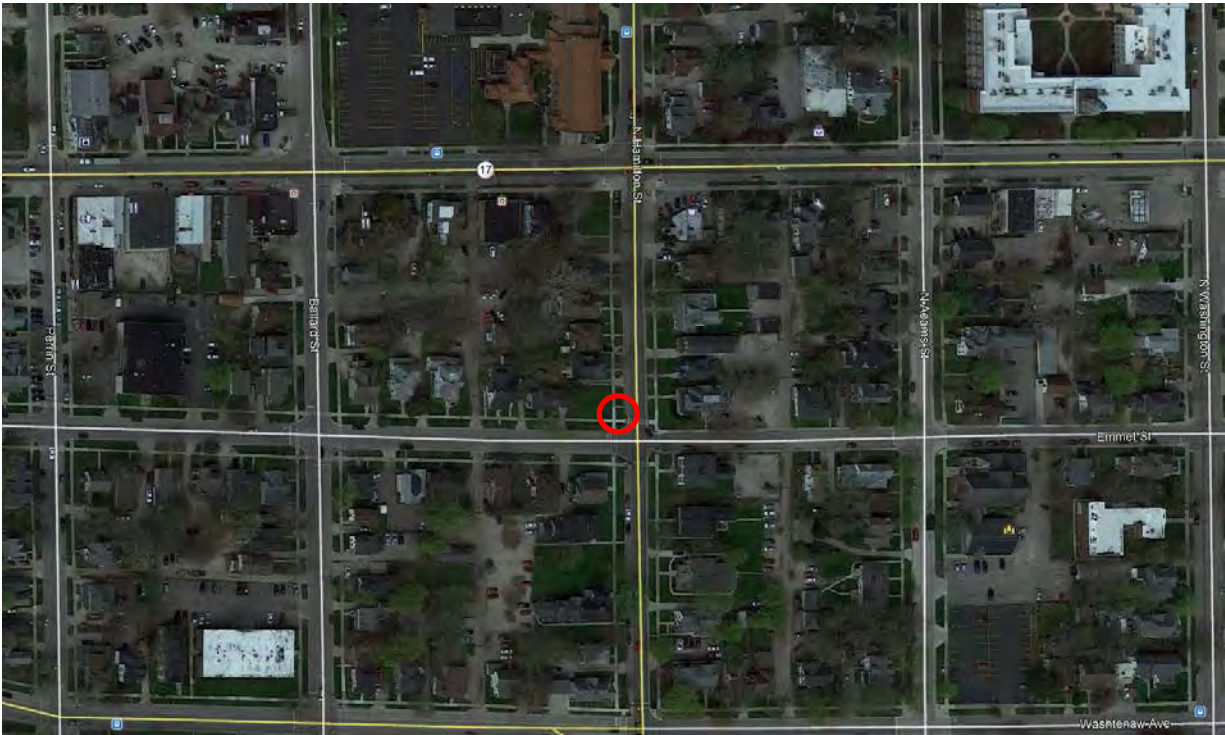
If you wish to comment or be considered a consulting party, please respond within thirty (30) days of the date of this letter. If a response is not received within thirty (30) days, it will be assumed that you have no objections to this undertaking. A site topography map and aerial photograph are enclosed for your reference.

Please call me at (314) 997-6111 or email m.gehrke@trileaf.com if you need additional information or have any questions. Thank you for your assistance in this regard.

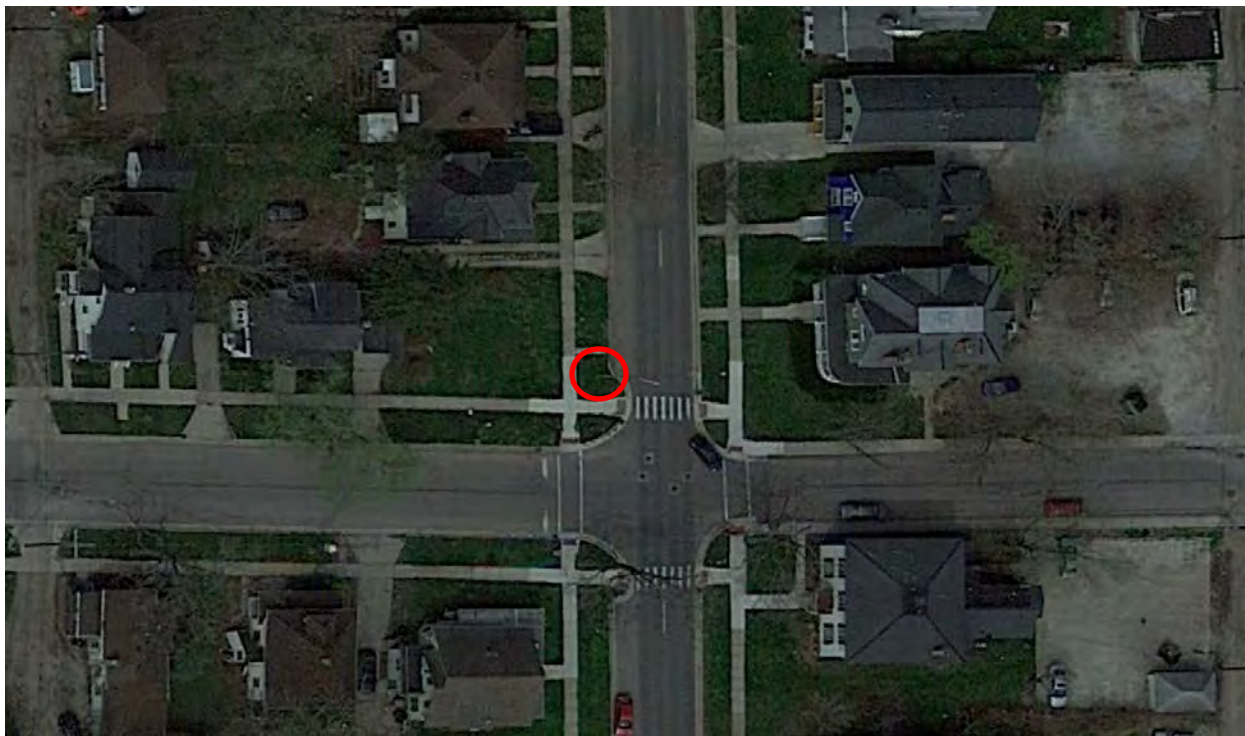
Sincerely,


M
Project Scientist II





Site Location & Surrounding Properties



Site Location

Aerial Photographs (2019)

Verizon Wireless – 40213_ANN ARBOR EAST_5G - A
 301 North Hamilton Street
 Ypsilanti, MI 48197







DO NOT
ENTER





City of Ypsilanti
HISTORIC DISTRICT COMMISSION
One South Huron Street
Ypsilanti, Michigan 48197

2019 Calendar of Meetings

The regular meetings of the City of Ypsilanti **Historic District Commission** for the year of 2020 will be held on the **second and fourth Tuesdays of each month**, unless a holiday falls on that date. Unless otherwise indicated, meetings will start at 7:00 p.m. in the City Hall Council Chambers (first floor) at One South Huron Street, Ypsilanti, Michigan.

Dates for the 2019 HDC meetings are as follows:

January 14	January 28
February 11	February 25
March 10	March 24
April 14	April 28
May 12	May 26
June 9	June 23
July 14	July 28
August 11	August 25
September 8	September 22
October 13	October 27
November 10	November 24
December 8	December 22

The City of Ypsilanti encourages persons with disabilities to participate and will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired, Limited English Proficiency (LEP) services, and audios of printed materials being considered at the meeting. Individuals requiring auxiliary aids or services should provide two (2) days' notice to the City, and contact the City by writing or calling the following:

City Clerk's Office
One South Huron Street
Ypsilanti, Michigan 48197-5420
(734) 483-1100

All persons are welcome to attend. For further information on the Historic District Commission, contact the Planning and Development Department at the above address, or 734-483-9646, or www.cityofypsilanti.com/hdc.



MINUTES

City of Ypsilanti
HISTORIC DISTRICT COMMISSION MEETING
Ypsilanti Historical Society – 220 N Huron Street
Ypsilanti, Michigan 48197

Tuesday, November 12, 2019
7:00 P.M.

CALL TO ORDER AND ROLL CALL

Alex Pettit Interim Chair 7:05 PM

Commissioners Present: Alex Pettit, Anne Stevenson, Hank Prebys, Jane Schmiedeke, Erika Lindsay, Ron Rupert

Commissioners Absent: Amy Swift

Staff Present: Scott Slagor, Preservation Planner
Nancy Hare-Dickerson, Commission Recording Secretary

APPROVAL OF AGENDA

Slagor: Staff request to add 100 E Cross as a study item.

Motion: Prebys (second: Schmiedeke) moved to approve the agenda as amended, to add 100 E Cross as a study item.

Approval: Unanimous. Motion carried.

PUBLIC COMMENT ON AGENDA ITEMS- none

PUBLIC HEARING—none

OLD BUSINESS—none

NEW BUSINESS

224 N River

**Front porch replacement.*

Applicant: Judy Weinburger, owner- present.

Discussion: Weinburger: Stated that she has been upgrading the house *[reference before/after photos]*.

Stated that one of the last pieces is the wood porch. Indicated that the porch has to be painted every year and that she would like to change it to a Trex-type product *[reference photos]*. Stated that it is a compressed wood that is very low maintenance *[provided sample for review]*. Stated that it would be the same style of railing. Stated that the railing is a metal product and would match. Stated that it would all be a dark kind of Rosewood color *[reference materials]*.

Schmiedeke: Indicated that the sample material appears to be very slippery.

Weinburger: Indicated that the texture of the sample is different than the proposed product. Stated that you can get different textures. Indicated that the proposed product has much more grit in it than the sample does.

Prebys: Asked how the lattice work under the porch would be handled.

Weinburger: Stated that it is going to be lattice work like that *[reference materials]* on the sides and painted to match. Stated that it would look essentially the same to put in new lattice work.

Prebys: Indicated that it would be preferable to have that bit of lattice framed in wood *[reference photo materials]*.

Weinburger: Acknowledged.

Prebys: Asked how the railing system is put together.

Weinburger: Stated that the top of the balusters is metal. Stated that the railing itself is a capped product like this wood *[reference materials]*.

[Discussion continued as to installation process of the railing system/appearance]

Weinburger: Stated that she can reconsider the kind of railing. Stated that she would like the railing to match as closely as what she has. Stated that she can go to a different place and get a different product in wood and paint it. Stated that the railing does not deteriorate the way the surface does.

Lindsay: Asked about the possibility of using the existing railing.

Weinburger: Stated that it would be possible to sand and repaint it. Stated that this *[reference proposed product]* would need less maintenance and that it comes with the handrails that match.

[Discussion continued as to proposed materials; considerations re: a non-historic home; installation/color considerations]

Stevenson: Asked if applicant is okay with a framed wood lattice that would be painted to match.

Weinburger: Confirmed.

Motion: Stevenson (second: Rupert) moved to issue a certificate of appropriateness for work at 224 N River as submitted in the application dated October 31, 2019, for replacing the front porch exterior wood components with Ultra Deck Low-Maintenance Composite materials; including the deck, treads and balustrade in the color "Rosewood," per the drawing submitted and dated November 12. Also, the property owner will install a wood lattice skirt, painted to match the "Rosewood" color.

Secretary of the Interior Standards:

#9 – Contemporary designs shall be compatible and not destroy significant original material.

Approval: Unanimous. Motion carried.

305 N Hamilton

**The application for roof replacement and gutter installation was moved to the end of the agenda as the applicant was not present.*

311 E Forest

**Garage door replacement.*

Applicant: Nikki Nabozny, owner –present.

Discussion: Pettit: Indicated that the application is for a garage door. Asked applicant to talk to the Commission about what is being planned.

Nabozny: Indicated that she recently purchased the home. Indicated that she was told that the garage door is unsafe because of the springs. Stated that the door is rotting. Stated that the plan is to replace the garage door with the Clopay T50S style metal door, in standard white, with windows along the top. Stated that in the submitted permit, two windows were listed but that there are actually four windows along the top.

[Discussion re: current manufacturer styles of garage door options]

Rupert: Asked if it is a single car garage.

Nabozny: Confirmed.

Rupert: Asked if the current door opens out and swings up.

Nabozny: Stated that it swings up and then into the garage.

Rupert: Asked if the replacement is a roll-up section.

Nabozny: Confirmed.

Motion: Prebys (second: Schmiedeke) moved to approve and issue a certificate of appropriateness for

work at 311 E Forest as submitted in the application dated November 5, 2019, for replacement of the overhead garage door with a Clopay Value Series T50S short panel door, in white, with two or four single-light windows.

Secretary of the Interior Standards:

#9 – Contemporary designs shall be compatible and not destroy significant original material.

Approval: Unanimous. Motion carried

422 N Hamilton

**Roof and structural repairs for carriage barn.*

Applicant: Karl and Azar Staffeld, owners –present.

Discussion: Pettit: Indicated that there is an out building that needs work. Asked applicant to talk the Commission through what is proposed.

K. Staffeld: *[Discussed background history of past planning/work preparation]*. Stated that the inside is now completely clean and that they are prepared to straighten the building as best as possible. Stated that the building is out of plumb by about five inches. Stated that the plan would be to chain from one side, at the very bottom of one post to the top of the other, and pull the chain tight and unrack it. Stated that he has already put one chain on it and it moved the building quite a bit.

[Continued discussion as to reasons for intended process to straighten building]

Stated that once the building is straighter, the plan is to have horizontal cross bracing in there at the point where the roof meets the wall, to secure the roof. Stated that the plan is to tear the roof all the way down to the rafters and put new OSB on, new shingles, a new continuous ridge vent, deck vents and also a three-inch sanitary penetration to go through the roof for a future unit. Stated that new collar ties will be installed at all of the rafter locations and that a king post will be installed to secure each one of the thirteen rafters. Stated that the roofing material is a dimensional shingle to match the existing house. Stated that the existing color will be matched.

Rupert: Asked if it has a dirt floor.

K. Staffeld: Confirmed.

Rupert: Asked what will be done with the foundation of the building.

K. Staffeld: Indicated that a foundation would be dug from the inside when the ground thaws. Stated that the plan is to straighten the building, put a new roof on it, get rid of and clean up the vegetation that is growing up the side, button it up; then come back in March and start at that point to dig the utilities in and then to build the foundation and then work on the inside.

Pettit: *[Initiated discussion as to timeline]*

K. Staffeld: Stated that the trusses and straightening the building will not take more than two weeks. Indicated that he can have this wrapped up in four weeks from now.

Motion: Stevenson (second: Prebys) moved to approve and issue a certificate of appropriateness for work at 422 N Hamilton as submitted in the application dated November 5, 2019, for stabilization of the carriage barn structure as described by the property owner in order to straighten and return the building from being out of plumb using a variety of methods, et al., as explained; to mothball the building, do clean-up work and removal of vegetation; reroofing with an OSB underlayment and Heritage Tamko dimensional shingles in "Weathered Wood." Flashing and drip edges shall be dark brown. Ventilation shall be achieved through ridge and deck vents.

Secretary of the Interior Standards:

#2 - Do not destroy original character. Do not remove or alter historic material or features.

#9 – Contemporary designs shall be compatible and not destroy significant original material.

Approval: Unanimous. Motion carried

315 Washtenaw

**Lighting and door permit- extension.*

Applicant: Karl and Azar Staffeld, owners –present.

Discussion: K. Staffeld: Stated that they had previously submitted an application for door colors for three doors that needed to be installed. Stated that there was also lighting that was submitted and approved by the HDC. Indicated that the time allotted has expired and asked that it be extended to allow time to complete the aforementioned work at 422 Hamilton.

Motion: Prebys (second: Stevenson) moved to extend the decision on the application for 315 Washtenaw for six months.

Approval: Unanimous. Motion carried

422 N Hamilton

**Demolition by Neglect Determination.*

Applicant: Karl and Azar Staffeld, owners –present.

Discussion: Pettit: *[Procedural discussion ensued]*

Stevenson: Suggested that the things just discussed on the previous application may address the issues that are here.

[Discussion as to amount of time needed for progression of work]

K. Staffeld: Stated that the vegetation could be removed in two weeks. Stated that they also have a quote from the roofer.

A.Staffeld: Stated that they would have to do the work in two phases. Asked for sixty days to allow for preparing the building for winter and to remove the vegetation. Stated that phase two could occur in May/June to be able to make inside improvements.

[Timeline and procedural discussion continued]

Motion: Lindsay (second: Stevenson) moved to table the discussion of demolition by neglect determination for the outbuilding at 422 N Hamilton, citing the need for more information and progress on the project.

Approval: Unanimous. Motion carried

STUDY ITEMS

302 E Cross

**The Demolition by Neglect Timeline for Repair was moved to the end of the agenda as the owner was not present.*

100 E Cross

**Solar installation.*

Applicant: Dave Strenski, SolarYpsi.

Discussion: Strenski: Explained the backstory and details of his involvement in the solar installation project for the Ypsilanti Auto Museum. Stated that a \$25,000 donation will cover the cost of a 10KW system. Stated that he has a quote from ChartHouse Energy to do that *[reference handout material]*.

[The Commission reviewed and discussed handout material]

NEW BUSINESS

**Returned to New Business*

305 N Hamilton

**Roof replacement and gutter installation*

Applicant: Jack Sofia, owner –not present.

Discussion: *[The Commission reviewed and discussed reference materials]*

Motion: Prebys (second: Schmiedeke) moved to issue a certificate of appropriateness for work at 305 N Hamilton as submitted in the application dated October 31, 2019, for reroofing the house with RoofGuard dimensional shingles in "American Walnut." The existing can vent on the façade slope shall be removed and new can vents shall only be added to the side and rear slopes. New K-style gutters in "Imperial Brown" shall be added to the house and porch, with the condition that the downspouts are to be placed at the corners of the building. New fascia boards are to be replaced in-kind and painted to match the existing trim.

Secretary of the Interior Standards:

#9 – Contemporary designs shall be compatible and not destroy significant original material.

#10 – New work shall be removable.

Approval: Unanimous. Motion carried

STUDY ITEMS

**Returned to Study Items*

302 E Cross

**Windows and Siding Update.*

Applicant: Max Ziebarth, owner – not present.

Discussion: Slagor: Staff updated the Commission as to contact with owner. Stated that owner dropped off a packet on the windows and siding sample materials. Staff discussed telephone conversation that was had with owner as to issues with building.

[Discussion as to lack of work progress] [Procedural discussion ensued]

Motion: Rupert (second: Stevenson) moved that the building at 302 E Cross, demolition by neglect determination, should be immediately sealed off with tarps and boards on the windows and openings.

Approval: Unanimous. Motion carried

ADMINISTRATIVE APPROVALS

1. **207 Olive** Roof replacement
2. **516 N Hamilton** Roof replacement

Motion: Lindsay (second: Stevenson) moved to accept the administrative approvals for 207 Olive and 516 N Hamilton, both for roof replacement.

Approval: Unanimous. Motion carried.

OTHER BUSINESS

1. Property Monitoring

Slagor: General comments/discussion on property monitoring.

400 N River

Rupert: Update.

100 W Michigan

Slagor: Update.

2. Staff updates for HDC in 2020

Discussion regarding upcoming changes.

DRAFT

3. Honoring Commissioner Jane Schmiedeke

Staff presented Commissioner Schmiedeke with flowers from Mayor Bashert, Council and City staff, as well as a card from the Historic District Commission to honor her 40 years of service on the Commission and her dedication to the City.

4. Commissioner Comments

Pettit: Discussion as to improving flow of discussion during meetings.

AUDIENCE PARTICIPATION ON NON-AGENDA ITEMS- none

HOUSEKEEPING BUSINESS

1. Special Election - Vice Chair

Nominations: Anne Stevenson – Accepted, 10-22-2019

Motion: Prebys (second: Schmiedeke) moved to accept the nomination of Commissioner Stevenson as Vice Chair.

Voice Vote: Unanimous. Motion carried.

2. Approval of the minutes of October 22, 2019

Motion: Rupert (second: Lindsay) moved to approve the minutes of October 22, 2019 as submitted.

Approval: Unanimous. Motion carried.

ADJOURNMENT

Interim Chairperson Pettit adjourned the meeting, citing the end of the agenda with no further items to discuss.

MEETING ADJOURNED at 8:26 p.m.

CITY OF YPSILANTI
Agenda
Historic District Commission
Tuesday, December 10, 2019 - 7:00 p.m.
Ypsilanti City Hall, 1 S Huron St.
Ypsilanti, MI 48197

The Ypsilanti Historic District Commission works to safeguard Ypsilanti's built heritage by guiding development and renovation within the Historic District. Enabled by federal, state, and local legislation, the HDC seeks to stabilize and improve property values, to promote preservation education, and to develop the Ypsilanti Historic District as a vital living area.

An audio recording of the meeting will be made for the purpose of assisting in the preparation of official minutes only. Once the official minutes are approved the audio recording will be destroyed.

I. CALL TO ORDER AND ROLL CALL

Alex Pettit, Interim-Chair	P	A
Anne Stevenson, Vice Chair	P	A
Erika Lindsay	P	A
Hank Prebys	P	A
Ron Rupert	P	A
Amy Swift	P	A
VACANT	P	A

II. APPROVAL OF AGENDA

III. PUBLIC COMMENTS ON AGENDA ITEMS

IV. PUBLIC HEARING—none

V. BUSINESS SESSION

A. OLD BUSINESS- None

1. 422 N Hamilton Demolition by neglect determination

B. NEW BUSINESS

1. 32-42 N Huron	Alley retaining wall
2. 209 Pearl	Alley awning and gate
3. 100 W Michigan	Fenestration and structural work

C. STUDY ITEMS

1. 302 E Cross Progress update and window proposal

D. ADMINISTRATIVE APPROVALS

1. 305 E Forest	Roof replacement
2. 301 N Adams	Garage roof replacement
3. 201 W Michigan	Roof replacement
4. 314 Pearl	Garage roof replacement

E. OTHER BUSINESS

- Section 106 Consulting Party – Small Cell Colocation at 301 N Hamilton
- Property monitoring
- Commissioner comments

VI. AUDIENCE PARTICIPATION ON NON-AGENDA ITEMS

VII. HOUSEKEEPING BUSINESS

- Approval of 2020 HDC meeting schedule
- Approval of meeting minutes, November 12, 2019

VIII. ADJOURNMENT

Secretary of the Interior's Standards for the Rehabilitation of Historic Structures

Developed by the U.S. Department of the Interior, the Standards provide a framework that guides protective decisions regarding historic structures. The Historic District Commission is required to cite applicable Standards with each formal decision it renders. It may also cite HDC Fact Sheets as part of its decision-making process.

1. Use property for original purpose or provide compatible use with minimal alteration.

A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.

2. Do not destroy original character. Do not remove or alter historic material or features.

The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.

3. Do not imitate earlier styles.

Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

4. Preserve significant changes acquired over time.

Changes to a property that have acquired historic significance in their own right will be retained and preserved.

5. Preserve distinctive features.

Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.

6. Repair, don't replace. Replacements shall match original.

Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

7. Clean building gently—no sandblasting.

Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

8. Preserve archaeological resources.

Archaeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

9. Contemporary designs shall be compatible and shall not destroy significant original material.

New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

10. New work shall be removable.

New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.