



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, June 18, 2024 @ 7:00 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197
[Launch Meeting - Zoom](#)**

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

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

IV. AGENDA APPROVAL

V. PUBLIC COMMENT (3 MINUTES)

VI. ORDINANCES FIRST READING

- A. Ordinance No. 1435 - An Ordinance entitled "An ordinance to amend Article III Discrimination of Chapter 58 Human Relations, by adding a Fair Chance Housing section."
Public Hearing Resolution No. 2024-135, close the public hearing.
Resolution No. 2024-134, determination.
- B. Ordinance No. 1436 - An Ordinance Entitled "Planned Unit Development (PUD) & Site Condominium: Mixed-Use and Multi-Family Development at 124 Pearl Street and 120 Pearl"
Public Hearing Resolution No. 2024-137, close the public hearing.
Resolution No. 2024-136, determination.

VII. CONSENT AGENDA

- A. Resolution No. 2024-138 approving the minutes of the May 28, 2024 regular Council Meeting.
- B. Resolution No. 2024-137, approving the minutes of the June 4, 2024 Regular Council Meeting.

VIII. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. Resolution No. 2024-140 approving the 2nd amendment to the 2016 City and DDA Intergovernmental Agreement as amended.

- B. Resolution No. 2024-141 extending the towing contract with Wall Street Towing, Inc., dba Budget/Stadium Towing for an additional two years, with the storage fees increased to \$40 per day, and authorizing the Mayor and City Clerk to sign the extension agreement for and on behalf of the city, subject to the approval by the City Attorney.
- C. Resolution No. 2024-142 approving the purchase of thirty-one (31) Axon 7 Tasers from Axon Enterprise, Inc. for the Police Department in the total amount of \$157,668 to be dispersed over the next 60 months to come from the Capital Equipment account #414-7-9370-987-40.
- D. Resolution No. 2024-143 authorizing the application for an Annual Permit that will allow the City of Ypsilanti to work within the Michigan Department of Transportation's (MDOT) right-of-way to complete work under the conditions of the permit.
- E. Resolution No. 2024-144 reappointing Brian Jones-Chance to the Planning Commission with a term ending May 1, 2027.
- F. Resolution No. 2024-145 Appointing Tom Roach to the Zoning Board of Appeals with a term ending May 1, 2027
- G. Resolution No. 2024-146 Appointing Emmanuelle V Maurer to the Downtown Development Authority with a term ending July 1, 2028
- H. Resolution No. 2024-147 approving the request of ACE Pyro, LLC. for a Pyrotechnics Permit for June 21, 2024 at EMU.
- I. Resolution No. 2024-148 opposing the ballot initiative known as Ax MI Tax and all related legislation.
- J. Resolution No. 2024-149 disbursing \$50,000 from the Housing Trust Fund to support the staffing, access to showers, and food programming being offered by FedUp Ministries in partnership with efforts to support our most vulnerable populations.
- K. Resolution No. 2024-150 regarding the lowest law enforcement priority for the City of Ypsilanti and the specifics for investigation and arrest of persons in possession of a controlled substance.
- L. Discussion regarding the Community Benefits Ordinance.
- M. Discussion regarding the Fee Schedule.
- N. Discussion regarding Fireworks Ordinance.

IX. BOARD AND COMMISSION - LIAISON REPORTS

- A. Police Advisory Commission
- B. Human Relations Commission
- C. Parks and Arts Commission

- D. Sustainability Commission
- E. Historic District Commission
- F. Planning Commission
- G. Zoning Board of Appeals

X. LIAISON REPORTS

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Urban County
- D. Ypsilanti Downtown Development Authority
- E. Friends of Rutherford Pool

XI. COUNCIL PROPOSED BUSINESS

XII. COMMUNICATIONS FROM THE MAYOR

XIII. COMMUNICATIONS FROM THE CITY MANAGER

- A. A discussion regarding Boards and Commissions Funding Distribution.

XIV. COMMUNICATIONS

XV. PUBLIC COMMENT (3 MINUTES)

XVI. REMARKS FROM THE MAYOR

XVII. ADJOURNMENT

- A. Resolution No. 2023-, adjourning the City Council Meeting.
- B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



REQUEST FOR LEGISLATION
June 18, 2024

For: Mayor and City Council

From: Michelle King, Council Member

Subject: Ordinance No. 1435 - An Ordinance entitled "An ordinance to amend Article III Discrimination of Chapter 58 Human Relations, by adding a Fair Chance Housing section."

Public Hearing Resolution No. 2024-135, close the public hearing.

Resolution No. 2024-134, determination.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. RFL for HRC Chpt 58 ORD
2. HRC ORD Resolution - close pub hr
3. PHN - June 18 CC - ORD No 1435

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 18, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION

Date: June 18, 2024

For: Mayor and City Council

From: Katie Jones, Community, Economic Development, and Equity Manager

Subject: Human Relations Commission – Fair Chance Access to Housing Ordinance

SUMMARY & BACKGROUND:

The Human Relations Commission voted in April 2024 to recommend for the City Council to adopt a [Fair Chance Access to Housing Ordinance](#), like Ann Arbor's. The commission felt that such an ordinance would give previously incarcerated individuals and individuals with a criminal history the opportunity to compete for rental housing and to reside with family members and others.

RECOMMENDED ACTION:

The Human Relations Commission recommends that council review the Fair Chance to Housing Ordinance and adopt it.

ATTACHMENTS:

A) Fair Chance Access to Housing Ordinance

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The Human Relations Commission voted in April 2024 to adopt a Fair Chance Access to Housing Ordinance; and

WHEREAS, the Human Relations commission recommends that such an ordinance would give previously incarcerated individuals and individuals with a criminal history the fair chance to compete for rental housing and to reside with family members and others, and

WHEREAS, The Human Relations Commission recommends that council review and adopt the Fair Chance to Housing Ordinance; and

NOW THEREFORE BE IT RESOLVED, that the Ypsilanti City Council approve the Fair Chance Access to Housing Ordinance.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

ORDINANCE 1435

AN ORDINANCE TO ADD SECTION _____ OF CHAPTER 58 (FAIR CHANCE ACCESS TO HOUSING) TO THE CODE OF THE CITY OF YPSILANTI

The City of Ypsilanti ordains:

Sec _____. That Chapter 58 (Human Relations Commission) of Article II of the Code of the City of YPSILANTI be added as follows:

-Title.

This Section shall be known as the “Fair Chance Access to Housing Ordinance” or “Fair Chance Housing Ordinance” of the City of Ypsilanti.

- Purpose.

The purpose of this section is to give previously incarcerated Individuals or other Individuals with a Criminal History the opportunity to compete for rental Housing and/or reside with family members and others. Such Housing is crucial for successful reintegration into the community, obtaining gainful employment, and reducing homelessness.

- Definitions.

For the purposes of this section, the following words and phrases have the following meanings:

- (1) Adverse Action means a refusal to engage in or negotiate a rental unit transaction; denying tenancy; representing that a rental unit is not available for rent or lease when it is, in fact, available; refusing to add a household member to an existing lease; applying different terms or conditions to a rental unit transaction; or otherwise making a rental unit unavailable.
- (2) Aggrieved Individual means an Applicant who believes they were subject to an Adverse Action; a tenant who believes they or their Close Family Member was subject to an Adverse Action at their rental unit based on the application of an Applicant to reside in such family member’s rental unit; or a tenant who believes they were subject to an Adverse Action based on the application of an Individual to reside in such tenant’s rental unit to replace an existing tenant, add a new tenant, or to sublet.
- (3) Applicant means an Individual or group of Individuals considered or who request(s) to be considered for tenancy within a Housing accommodation, including any rental unit.

- (4) Arrest Record means information indicating that an Individual has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor, or other offense by any law enforcement or military authority.
- (5) Background Check Report means any report regarding an Applicant's Criminal History, including, but not limited to, those produced by law enforcement agencies, courts, or by any consumer reporting or tenant screening agency.
- (6) Close Family Member means spouse, domestic partner, child, sibling, parent, grandparent, or grandchild. Conditional Offer means an offer that is conditioned on the results of the Housing Provider's inquiry into or gathering information about the Applicant's Criminal History.
- (7) Conviction means the final judgment arising from a verdict of guilty, a plea of guilty, or a plea of nolo contendere.
- (8) Criminal History means information transmitted orally or in writing or by any other means, and obtained from any source, including, but not limited to, the Individual to whom the information pertains, a government agency or a Background Check Report, regarding: one or more Convictions or Arrest Records; a Conviction that has been sealed, dismissed, vacated, expunged, voided, invalidated, or otherwise rendered inoperative by judicial action or by statute; a determination or adjudication in the juvenile justice system; a matter considered in or processed through the juvenile justice system; or participation in or completion of a diversion or a deferral of judgment program.
- (9) Housing means any residential rental housing, building, or unit, whether legally permitted or not, in the City of Ypsilanti, except for the following:
 - (a) Single-family dwellings where the owner or subleasing tenant occupies the dwelling as their principal residence;
 - (b) An accessory rental unit or detached accessory rental unit wherein the owner or Individual entitled to possession thereof maintains a permanent residence on the same lot;
 - (c) A dwelling unit in a residential property that is divided into a maximum of 3 units, one of which is occupied by the owner as their principal residence;
 - (d) Units where the owner has previously occupied the rental unit as their principal residence and has the right to recover

possession for their occupancy as a principal residence under a written rental agreement with the current tenants; and

(e) Tenant-occupied units where an occupying tenant seeks to replace an existing co-tenant, add an additional co-tenant, or sublet the unit, provided that the occupying tenant remains in occupancy.

(10) Housing Provider means a landlord, owner, lessor, sublessor, assignee, or their agent, or any other Person receiving or entitled to receive rents or benefits for the use or occupancy of any rental unit within a Housing facility in the City, except for Public Housing Agencies as defined in _____ and Permanent Supportive Housing providers.

(11) Individual means a human being, as distinguished from a Person, as defined under this Code. Permanent Supportive Housing (PSH) is a combination of affordable housing and voluntary support services provided by the same Person and/or its subsidiaries and/or affiliates that helps people achieve housing stability and lead healthier, productive lives.

(12) Person is as defined in _____ of this Code.

- Restrictions on use of Criminal History in Housing decisions.

Except as provided in Section _____ of this Code, a Housing Provider shall not, at any time or by any means, whether direct or indirect, inquire about an Applicant's Criminal History, require an Applicant to disclose Criminal History, require an Applicant to authorize the release of Criminal History or, if such information is received, base an Adverse Action in whole or in part on an Applicant's Criminal History.

- Requirements for Housing Providers.

(1) It shall be unlawful for any Housing Provider to produce or disseminate any advertisement related to Housing that expresses, directly or indirectly, that any Individual with Criminal History will not be considered for the rental or lease of real property or may not apply for the rental or lease of real property, except as required by state or federal law.

(2) The City shall publish and make available to Housing Providers, in English, Spanish, and all languages spoken by more than 5 percent of the City's population, a notice suitable for posting that informs Applicants for Housing of their rights under this section. The notice shall contain the following information:

(a) A description of the restrictions and requirements of this section; and

(b) Instructions for submitting a complaint to the City about a violation of this section.

Housing Providers shall include the notice required by this section prominently on their application materials, websites, and at any locations under their control that are frequently visited by Applicants. (3)

(4) Nothing in this section shall prohibit a Housing Provider from complying with a request by the City to provide records for purposes of demonstrating compliance with the requirements of this section.

– Exceptions.

(1) It shall not be a violation of this section for a Housing Provider to comply with federal or state laws that require the Housing Provider to exclude tenants based on certain types of Criminal History. If such a legal requirement applies, the Housing Provider shall not inquire about, require disclosure of, or, if such information is received, review an Applicant's Criminal History until the Housing Provider first does all of the following:

(a) Determines that the Applicant is qualified to rent the Housing under all of the Housing Provider's criteria for assessing Applicants aside from any federal or state mandated Criminal History criteria;

(b) Gives to the Applicant a Conditional Offer of a rental agreement that commits to providing the Housing to the Applicant as long as the Applicant meets federal and state mandated Criminal History criteria;

(c) Provides written advance notice to the Applicant stating that the Housing Provider will review the Applicant's Criminal History for the sole purpose of complying with any applicable federal and state laws, and describing the specific legal requirements and reasons the Applicant may be disqualified; and

(d) Requests written consent from the Applicant, or if the Applicant objects, provides the Applicant the opportunity to withdraw the rental application.

(2) The denial of Housing by a Housing Provider because of a past criminal Conviction may be based only on state and federal requirements.

(3) If any Adverse Action by a Housing Provider is based in whole or in part on the Applicant's Criminal History in compliance with federal or state law as described in this section, the Housing Provider shall provide a written notice to

the Applicant regarding the Adverse Action that includes, at a minimum, all of the following:

- (a) The reason(s) for the Adverse Action;
 - (b) A copy of any Criminal History, Background Check Report, or other information related to the Applicant's Criminal History that served as a basis for the Adverse Action;
 - (c) An opportunity to respond with rebutting or mitigating information prior to the denial of Applicant's Housing application; and
 - (d) Instructions regarding how to file a complaint about the Adverse Action with the City.
- (4) Nothing in this section shall be construed to apply to a Public Housing Agency as defined by _____ including the Ann Arbor Housing Commission and its affiliated entities.
- (5) Nothing in this section shall be construed to apply to Permanent Supportive Housing providers.
- (a) Permanent Supportive Housing providers adhere to Housing First policies by housing those who need it most, with no pre-conditions, offer a broad array of supports to help Individuals stay housed, and practice harm reduction to engage and support people on their path to recovery.
 - (b) To qualify as exempt as a Permanent Supportive Housing provider under this subsection, the Person must be a homeless service provider agency as recognized by the Washtenaw County Continuum of Care Board.

- Retaliation Prohibited.

It shall be a violation of this section to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this section, or to take any Adverse Action against any Individual because the Individual exercised or attempted in good faith to exercise any right protected under this section.

- Complaint procedure.

- (1) A complaint about a violation of this section should be made in writing to the City Attorney. The complaint may be submitted in person, by mail, or electronically. The complaint should contain the name, address, and phone number and/or email address of the complainant; the location, date, and description of the violation;

and the name, address, and phone number and/or email address of the respondent.

- (2) Upon receipt, the City Attorney will review the complaint, communicate with the complainant, and take appropriate action with respect to the matter, including, but not limited to:

- (a) Where appropriate, referring the complainant to other local, state, or federal entities for investigation and remedy;
- (b) Informally mediating the matter with the involved parties;
- (c) Referring the complaint to the City Attorney for further investigation pursuant to this section; or
- (d) Dismissing the complaint, after review with the City Attorney, if the allegations do not constitute a violation of this section.

- Conciliation agreements.

In cases involving alleged violations of this section, the City Attorney may enter into agreements whereby Persons agree to methods of ceasing violations of this section. Such agreements may be reviewed by the Human Rights Commission. Violations of such agreements shall be violations of this section.

- Injunctions.

The City Attorney may commence a civil action to obtain injunctive relief to prevent conduct prohibited by this section or to enforce a conciliation agreement.

- Prosecution.

Prosecution for violation of this section may be initiated by the City Attorney on behalf of an affected Individual based on an investigation initiated by a complaint to the Human Rights Commission.

- Penalties.

- (1) A violation of any provision of this section is a civil infraction punishable by a fine of not more than \$500.00 for each day upon which a violation occurs, plus all costs of the action. The court may issue and enforce any judgment, writ, or order necessary to enforce this section.
- (2) A violation proved to exist on a particular day shall be presumed to exist on each subsequent day unless it is proved that the violation

no longer exists.

- (3) Nothing contained in this section shall be construed to limit in any way the remedies, legal or equitable, which are available to the city or any other Person for the prevention or correction of discrimination.

- Private actions for damages or injunctive relief.

- (1) To the extent allowed by law, an Individual who is the victim of an action in violation of this section may bring a civil action for appropriate injunctive relief or damages or both against the Person(s) who acted in violation of this section.
- (2) As used in Section ____ damages includes damages for injury or loss caused by each violation of this section, including reasonable attorney fees.
- (3) Private actions and remedies under this section shall be in addition to any actions for violations which the City may take.



Resolution No. 2024 - 135
June 18, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing to consider Ordinance No. 1435 entitled "An ordinance to amend Article III Discrimination of Chapter 58 Human Relations, by adding a Fair Chance Housing section." be officially closed.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Public Hearing Notice
City of Ypsilanti
Tuesday, June 18, 2024

The Ypsilanti City Council will hold a public hearing at its June 18, 2024, meeting at the Ypsilanti City Hall, One South Huron, Ypsilanti, Michigan 48197, at 7:00 p.m. to consider the following:

Ordinance No. 1435 - An ordinance to amend Article III Discrimination of Chapter 58 Human Relations, by adding a Fair Chance Housing section.

The City invites all citizens to attend this meeting or to send written comments to the City of Ypsilanti. The City will provide necessary auxiliary aids and services, such as signers for people with hearing disabilities or audio tapes of printed materials for people with vision disabilities, upon two days' notice to the City of Ypsilanti: Those requiring these aids or services should contact the City of Ypsilanti at:

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

Tracey Boudreau
City Clerk



REQUEST FOR LEGISLATION
June 18, 2024

For: Mayor and City Council

From: Joshua Burns, City Planner

Subject: Ordinance No. 1436 - An Ordinance Entitled "Planned Unit Development (PUD) & Site Condominium: Mixed-Use and Multi-Family Development at 124 Pearl Street and 120 Pearl"
Public Hearing Resolution No. 2024-137, close the public hearing.
Resolution No. 2024-136, determination.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Council-RFL_Resolution-136 N. Washington_Final
2. 136 N. Washington PC Update Memorandum
3. 23-02274 ALTA REV SIGNED 02-13-2024
4. Geotech Report
5. 124 Peace Plaza THMI Affidavit v.2 (002)
6. REDLINE 124 Peace Plaza Site Condo DRAFT Master Deed v.3 (003)
7. 2024.05.24 - Ypsilanti Mixed Use PUD Submittal Set update
8. Exceptions to Zoning Ordinance and Narratives - Ypsilanti Mixed Use 05.03.2024
9. Occupancy and Use Memo - Ypsilanti Mixed Use
10. PUD Community Benefits Narrative 05.03.2024
11. Narrative on Zero Setback Wall at North Property Line - Ypsilanti Mixed Use 05.30.2024
12. Barr Memo
13. 136 N. Washington Letter 4
14. 136 N Washington_PUDSP01
15. 2024-05-10 - 124 Pearl PUD#3 - Final
16. Redacted-124 Pearl_136 N. Washington Emails
17. 15 May 2024 - Draft Minutes
18. 20 March 2024 - Approved Minutes

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 18, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



To: Mayor and City Council

From: Joshua Burns, City Planner

Date: June 13, 2024

Subject: Planned Unit Development (PUD) & Site Condominium: Mixed-Use and Multi-Family Development at 124 Pearl Street and 120 Pearl

SUMMARY & BACKGROUND

The subject site is located at the northwest intersection of Pearl Street and N. Washington Street in Ypsilanti. The site includes parcels 11-11-40-486-007 (.092 acres) and 11-11-40-486-030 (.555 acres). The site presently includes a 6-story mixed-use building with commercial use (restaurant) on the first floor and office spaces above; this building is referred to as "the Centennial Building" and is addressed as 124 Pearl. In addition, a small, historic, one-story retail building comprising 394 sf of space is located along the Pearl Street frontage, and is addressed as 120 Pearl. The site presently includes a parking lot with 44 vehicle spaces. There are two curb cuts providing access to the site off North Washington Street and one curb cut providing access off Pearl Street. An additional curb cut is located on Pearl Street, but access to the site is obstructed at this location by an exterior stairwell. Pedestrian access to the Centennial Building is located on Pearl Street.

The plans propose to maintain both existing buildings and construct an additional 6-story building in the area currently used for parking, north of the Centennial Building. The proposed building, with a proposed address of 136 N Washington, includes 1,450 SF of retail uses, 1,062 SF of "amenity/lobby" area which includes a fitness center, 60 residential units (20 studio apartments and 40 one-bedroom apartments), and rooftop greenspace. The north-facing residential units on the second floor include balconies. In addition, the building includes a below-ground parking garage with 21 parking spaces, including one barrier-free van-accessible parking space and two EV charging spaces. Additional surface parking is provided, with eight parking spaces, including one barrier-free van-accessible parking space.

Pedestrian access will be provided along the Washington Street frontage. Additionally, elevator and stairwell access is provided below ground level in the parking garage. No pedestrian access between the new building and Pearl Street is proposed in the plans.

Vehicle access will be provided in a one-way direction, using existing curb cuts on North Washington Street (ingress only) and Pearl Street (egress only). The northernmost curb cut on Washington Street will be closed.

This development is proposed as a planned unit development (PUD) site condominium. The site condominium tool allows structures to be owned and operated independently of each other, with other site elements identified as "general common area." A master deed will establish common ownership and define each condominium lot. Although the proposed uses are generally regarded as "permitted by right," by developing this property as a site condominium with the request for waivers, or "departures" from the zoning ordinance, the plans must be reviewed as a PUD. Additionally, City Council approval is needed following a recommendation by the Planning Commission.

A PUD is a development plan that offers more flexibility to the developer in designing the site. This happens through "departures," or in other words "exceptions," that allow creativity in site design otherwise not possible when strictly adhering to the zoning ordinance. In exchange for design flexibility,

developers must provide a public benefit, including (but not limited to) amenities and infrastructure improvements, and often find it easier to accommodate environmental and scenic attributes.

In this case, the applicant applied for a handful of departures, all approved by the Planning Commission. The departures are broadly summarized here (see the full list of departures and analysis in Figure 6 of the attached May 2024 staff report):

- Departure from minimum frontage buildout (122-476.H)
- Departure from commercial private frontage's distance between openings (122-484.A)
- Departure from commercial private frontage's ground floor transparency (122-484.C)
- Departure from traffic visibility (122-675)
- Departure from parking end aisles (122-684.b.3)
- Departure from protection of landscaped areas, walls, structure, and walks in parking lots (122-684.d)
- Departure from parking dimensions for regular parking spaces abutting a wall (122-685.b)
- Departure from parking dimensions for two tiers of 90 degree parking plus maneuvering lane (122-685.e)
- Departure from parking dimensions for one tier of 45 degree parking, plus maneuvering lane (122-685.e)

The Planning Commission was provided two courses of action, one being approval with conditions and the other being denial. At their May 2024 meeting, the Planning Commission approved with conditions the Planned Unit Development and Site Condominium unanimously, 7-0.

The developer has not yet submitted a draft PUD agreement to the City. A PUD agreement has traditionally been utilized by City Council; this agreement helps ensure compliance with the zoning ordinance sections 122-702(a) and 122-705(f) which ensure the development can be completed as shown on the plans, and further, that all portions of the development that are not to be maintained or operated at public expense will continue to be operated and maintained by the developers or their successors. The PUD agreement has not yet been submitted, therefore we recommend that future approval of a PUD agreement be made a condition of approval if City Council wishes to approve the PUD. We also recommend that City Council add that the PUD agreement should also specify more particular details regarding performance, logistical, and administrative items including but not limited to: performance guarantees, waste management, changes to the site or uses, construction staging, project completion timelines, items documented on the site plan, and approval requirements for City departments.

Please see the attached Planning Commission staff review for further discussion/analysis. Please see the May 2024 Planning Commission minutes for the full list of the Planning Commission's recommended conditions of approval. A few of the conditions have been met via the updated plan set and through preliminary review by Fire Department and the City Attorney, hence the reason why the recommendation in this memo below slightly varies from the Planning Commission minutes. If the City Council approves the PUD with any conditions of approval, those conditions of approval will be required to be acted on and maintained. The City will also work with the developer to ensure the site condominium's master deed is reflective of the PUD that was approved. These conditions, and the site condominium's recordation, will need to be finalized before issuance of a Certificate of Occupancy.

RECOMMENDATION

RECOMMENDED ACTION: Approval with conditions

Overall, staff recommends City Council's conditions of approval be as follows:

Site Condominium

1. The applicant shall work with City staff and the City Attorney to provide satisfactory Master Deed and Exhibit B documents consistent with this site condominium layout and PUD application as presented.
2. No use or occupancy restrictions may be placed upon the development beyond any already regulated under the requirements of the City of Ypsilanti Zoning Ordinance or as required as a condition of the approval of the Planned Unit Development by the Planning Commission or City Council.
3. The site condominium shall comply with the state Condominium Act, Act 59 of 1978.

Planned Unit Development

4. All conditions of the site condominium approval shall be satisfied.
5. The applicant obtain Department of Public Services approval any right-of-way work as proposed by the project, including the proposed watering bib for street trees.
6. The applicant obtain City Council approval for on-street fire lanes and on-street loading space, including the removal of parking spaces.
7. The applicant shall obtain final City Engineer and Fire Department approval of the site plans during detailed engineering review.
8. No accessory use to the residential apartments may occupy the ground floor retail space.
9. Applicant shall provide an updated agreement from the shared easement holder to the east for construction within the shared easement prior to final plan approval.
10. The proposed mural shall only be permitted with consent by the neighboring property owner for site access.
11. Fee-in-lieu shall be provided for one required street tree.
12. Confirmation of a recycling plan and waste management plan for the Centennial Building will be provided.
13. If refuse pickup is determined to be insufficient, by multiple code violations within 365 days or by documented traffic backups on the public streets during the garbage pickup 4 process, the City Planner may require increased pickup frequency to ensure proper waste management.
14. Civil case "Maurer, Karen et al vs 124 Peace Plaza LLC, et al" be resolved with a finding that the applicant has unified control and development rights to the entire property per Section 122-702(a).
15. PUD agreement shall be reviewed and approved by City Council prior to engineering and building permit review. The PUD agreement may also specify terms and details related to performance, logistical, and administrative items including but not limited to: performance guarantees, waste management, changes to the site or uses, construction staging, project completion timelines, items documented on the site plans themselves, and approval requirements for City departments.

ATTACHMENTS: Resolution, Ordinance, Planning Commission Minutes (May Draft Minutes), May Planning Commission Staff Reports, Site Plan Set (dated May 24, 2024), Staff Memorandum, Staff Narratives and Additional Items, Applicant Narratives and Additional Items

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City has an interest in protecting the health, safety, and welfare of the community; and

WHEREAS, the City has a Master Plan that reflects the policy goals of the City, including the guiding value that “anyone, no matter what age or income, can find a place to call home in Ypsilanti;” and

WHEREAS, the applicant, 124 Peace Plaza, LLC, intends to provide public benefits in this development; and

WHEREAS, the Planning Commission recommends the City Council approve the Site Condominium Planned Unit Development for the site known as 124 and 120 Pearl, with the property’s legal description in the attached ordinance; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council adopt the ordinance entitled “Planned Unit Development (PUD) & Site Condominium: Mixed-Use and Multi-Family Development at 124 Pearl Street and 120 Pearl” with conditions as recommended in the request for legislation memo on First Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

City of Ypsilanti
Notice of Adopted Ordinance
Ordinance No. 1436

An Ordinance Entitled "Planned Unit Development (PUD) & Site Condominium: Mixed-Use and Multi-Family Development at 124 Pearl Street and 120 Pearl"

THE CITY OF YPSILANTI ORDAINS:

That the property with the address 124 Pearl and 120 Pearl, tax identification code 11-11-40-486-007, and 11-11-40-486-030, as well as the legal description attached in Attachment A;

BE REZONED TO PLANNED UNIT DEVELOPMENT

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

Tracey Boudreau, City Clerk

Attest

I do hereby confirm that the above Ordinance No. _____ was published in the Washtenaw Legal News on the ____ day of _____, ____.

Tracey Boudreau, City Clerk

CERTIFICATE OF ADOPTING

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

Tracey Boudreau, City Clerk

Notice Published:

First Reading:

Second Reading:

Published:

Effective Date:

Attachment A

The subject site condominium planned unit development site is currently known with the address of 124 Pearl and 120 Pearl, with tax identification codes 11-11-40-486-007 and 11-11-40-486-030, and as described on the ALTA/NSPS land title survey provided by the applicant dated December 4, 2023:

PROPERTY DESCRIPTION

LAND SITUATED IN THE CITY OF YPSILANTI, COUNTY OF WASHTENAW, STATE OF MICHIGAN, DESCRIBED AS:

BEGINNING IN THE EAST LINE OF WASHINGTON STREET AT THE SOUTHWEST CORNER OF LOT NUMBER 105 IN THE ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF YPSILANTI; THENCE RUNNING NORTH ON THE WEST LINE OF SAID LOT, 3 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT TO THE EAST LINE OF SAID LOT; THENCE SOUTH 3 FEET TO THE SOUTH LINE OF SAID LOT; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT TO THE PLACE OF BEGINNING.

LOTS NUMBER 106, 108 AND 109, IN THE ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF YPSILANTI, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND; COMMENCING AT THE SOUTHWEST CORNER OF LOT 109 IN THE ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF YPSILANTI AT THE INTERSECTION OF THE NORTH LINE OF PEARL STREET WITH THE EAST LINE OF WASHINGTON STREET; RUNNING THENCE NORTH ON THE EAST LINE OF WASHINGTON STREET 85 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF PEARL STREET 110 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF WASHINGTON STREET 85 FEET TO THE NORTH LINE OF PEARL STREET; THENCE WEST ON THE NORTH LINE OF PEARL STREET 110 FEET TO THE PLACE OF BEGINNING.

COMMENCING AT THE SOUTHWEST CORNER OF LOT 109 IN THE ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF YPSILANTI, AT THE INTERSECTION OF THE NORTH LINE OF PEARL STREET WITH THE EAST LINE OF WASHINGTON STREET; RUNNING THENCE NORTH ON THE EAST LINE OF WASHINGTON STREET, 85 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF PEARL STREET 110 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF WASHINGTON STREET 85 FEET TO THE NORTH LINE OF PEARL STREET; THENCE WEST ON THE NORTH LINE OF PEARL STREET 110 FEET TO THE PLACE OF BEGINNING.

ABOVE IS ALSO DESCRIBED AS:

LOTS 106, 108, 109 AND THE SOUTH 3 FEET OF LOT 105, ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN THE TRANSCRIPTS AT PAGES 162 AND 163, WASHTENAW COUNTY RECORDS.



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing to consider an ordinance titled "Planned Unit Development (PUD) & Site Condominium: Mixed-Use and Multi-Family Development at 124 Pearl Street and 120 Pearl" be officially closed.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Memorandum

June 18, 2024

To: Mayor and City Council

From: Joshua Burns, City Planner

Date: June 13, 2024

Subject: Planned Unit Development (PUD) & Site Condominium: Mixed-Use and Multi-Family Development at 124 Pearl Street and 120 Pearl Street Update

The purpose of this memo is to provide a review and explanation of the staff's recommendation to approve with conditions the site condominium planned unit development (PUD) the most recent plan set dated May 24, 2024, specifically analyzing the actions to address Planning Commission's conditions of approval, as well as analyzing any other key actions related to this project since Planning Commission's review. We recommend City Council deny the site condominium planned unit development (PUD).

Planning Commission Conditions of Approval

The following were conditions of approval at the May 15 Planning Commission meeting. Our analysis of these conditions in light of the recent plan set is in **bold**:

Site Condominium

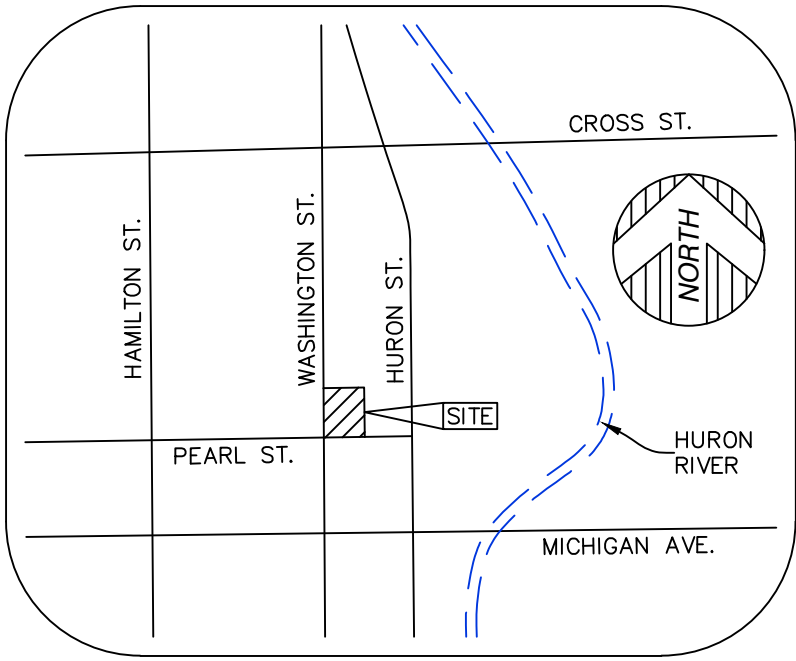
1. The applicant shall work with City staff to provide satisfactory Master Deed and Exhibit B documents consistent with this site condominium layout and PUD application as presented. **This should remain. These conditions should be satisfied as the project progresses.**
2. No use or occupancy restrictions may be placed upon the development beyond any already regulated under the requirements of the City of Ypsilanti Zoning Ordinance or as required as a condition of the approval of the Planned Unit Development by the Planning Commission or City Council. **This should remain.**
3. The site condominium comply with the state Condominium Act, Act 59 of 1978. **This should remain.**

Planned Unit Development

1. All conditions of the site condominium approval shall be satisfied. **This should remain. The applicant provided an updated Master Deed on 6/13/24. This document is in review by the City's Attorney. These conditions should be satisfied as the project progresses.**
2. The applicant obtain Department of Public Services approval any right-of-way work as proposed by the project, including the proposed watering bib for street trees. **This condition should remain. DPS will need to review this.**
3. The applicant obtain City Council approval for on-street fire lanes and on-street loading space, including the removal of parking spaces. **This condition should remain. This case shall be placed on an upcoming agenda, or if the City desires, this same agenda, but all such spaces shall be clearly identified.**
4. The applicant shall obtain Fire Department preliminary approval of site plans prior to presentation of this application to Council and shall obtain easements for hoselay, if required. **To our knowledge, the Fire Department and City Attorney have preliminarily approved the fire protection plan based on correspondence dated 5/29. This condition is met. An**

additional review by the Fire Department shall be conducted as a part of the final engineering review for these plans.

5. The applicant shall obtain City Engineer approval of the site plans during detailed engineering review. **This condition should remain. The usual process incorporates this review after the zoning review process and allows this to be concurrent with the Building Department plan review process.**
6. No accessory use to the residential apartments may occupy the ground floor retail space. **This condition should remain.**
7. All discrepancies between civil and architectural plan sheets must be corrected, particularly showing the concrete dumpster enclosure on both plan sets. **This condition is met.**
8. Applicant shall provide an updated agreement from the shared easement holder to the east for construction within the shared easement prior to final plan approval. **The applicant provided an updated agreement from the shared easement holder to the East on 6/13/24. The document is currently in review by the City attorney and the provided document was not signed and notarized. This condition should remain.**
9. The proposed mural shall only be permitted with consent by the neighboring property owner for site access. **This condition should remain.**
10. Applicant shall secure permissions with neighbors to the north and east for maintenance access to the exterior of the building, in a manner acceptable by the City Attorney. **Correspondence from City Attorney confirms that this condition is met.**
11. Firetruck shall be displayed as 8.5' wide and 47' long on plans. **This was corrected for the most part, however updated fire protection plan (Sheet C7.0) now shows a fire truck accessing the interior of the site. That fire truck is of a smaller dimension but it is our understanding that this fire truck access is supplemental to the fire protection access already offered by the other trucks and preliminarily approved by Fire Department. In any case, Fire Department shall conduct a final review of the plans during engineering review.**
12. The westernmost parking space north of building #1 shall be a compact car space to further reduce chances of pedestrian to vehicle conflict. **This condition is met.**
13. The parking space in the northeast corner of the basement floor of building #3 shall be a compact car space to enhance circulation. **This condition is met.**
14. Additional mirrors shall be provided at all vehicle turns to improve sight lines. **This condition is met.**
15. Lighting fixture projecting into the right-of-way shall be recessed within subject property. **This condition is met.**
16. Fee-in-lieu shall be provided for one required street tree. **This condition should remain.**
17. Surface parking spaces allocated to Buildings #1 and #2 shall be signed as restricted parking. **This condition is met.**
18. Confirmation of a recycling plan and waste management plan for Building #1 will be provided. **This condition should remain.**
19. If refuse pickup is determined to be insufficient, by multiple code violations within 365 days or by documented traffic backups on the public streets during the garbage pickup 3 process, the City Planner may require increased pickup frequency to ensure proper waste management. **This condition should remain.**
20. Civil case "Maurer, Karen et al vs 124 Peace Plaza LLC, et al" be resolved with a finding that the applicant has unified control and development rights to the entire property per Section 122-702(a). **This condition should remain.**



VICINITY MAP
(NOT TO SCALE)

PARKING

HANDICAP PARKING = 1 STALL
STANDARD PARKING = 43 STALLS

PARCEL AREA

28,187± SQUARE FEET = 0.65± ACRES

BASIS OF BEARING

SOUTH 89°33'59" WEST, BEING THE NORTHERLY RIGHT OF WAY LINE OF CROSS STREET, BASED ON GPS OBSERVATION, MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83.

SURVEYOR'S NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES OTHER THAN THE STRUCTURE INVENTORY SHOWN HEREON.

ZONING REGULATIONS

CENTER "C" DISTRICT

SUBJECT TO THE TERMS AND CONDITIONS IN THE CITY OF YPSILANTI ZONING VERIFICATION LETTER DATED NOVEMBER 16, 2023. ALL ZONING INFORMATION MUST BE VERIFIED FOR COMPLETENESS WITH CURRENT ZONING REGULATIONS.

LEGEND

●	FOUND MONUMENT (AS NOTED)
(R&M)	RECORD AND MEASURED DIMENSION
(R)	RECORD DIMENSION
(M)	MEASURED DIMENSION
⊕	ELECTRIC MANHOLE
⊖	ELECTRIC METER
⊞	ELECTRIC PANEL
⊡	UTILITY POLE
⊕	GAS VALVE
⊞	PUBLIC LIGHTING MANHOLE
⊡	SQUARE CATCH BASIN
⊕	FIRE HYDRANT
⊞	WATER GATE MANHOLE
⊡	WATER VALVE
⊕	UNKNOWN MANHOLE
⊞	AIR CONDITIONING UNIT
⊡	BOLLARD
☆	LIGHTPOST/LAMP POST
⊕	PARKING METER
⊞	SINGLE POST SIGN
⊡	HANDICAP PARKING
---	PARCEL BOUNDARY LINE
---	PLATTED LOT LINE
---	TAX PARCEL LINE
---	ADJOINER PARCEL LINE
---	EASEMENT (AS NOTED)
---	VARIABLE WIDTH V2W EASEMENT
---	VARIABLE WIDTH TMO EASEMENT
---	BUILDING
---	BUILDING OVERHANG/AWNING
---	CONCRETE CURB
---	RAISED CONCRETE
---	PARKING
---	EDGE OF CONCRETE (CONC.)
---	EDGE OF ASPHALT (ASPH.)
---	FENCE (AS NOTED)
---	WALL (AS NOTED)
---	OVERHEAD UTILITY LINE
---	GAS LINE
---	SANITARY LINE
---	STORM LINE
---	WATER LINE
---	MINOR CONTOUR LINE
---	MAJOR CONTOUR LINE
---	BUILDING AREA
---	ASPHALT
---	CONCRETE

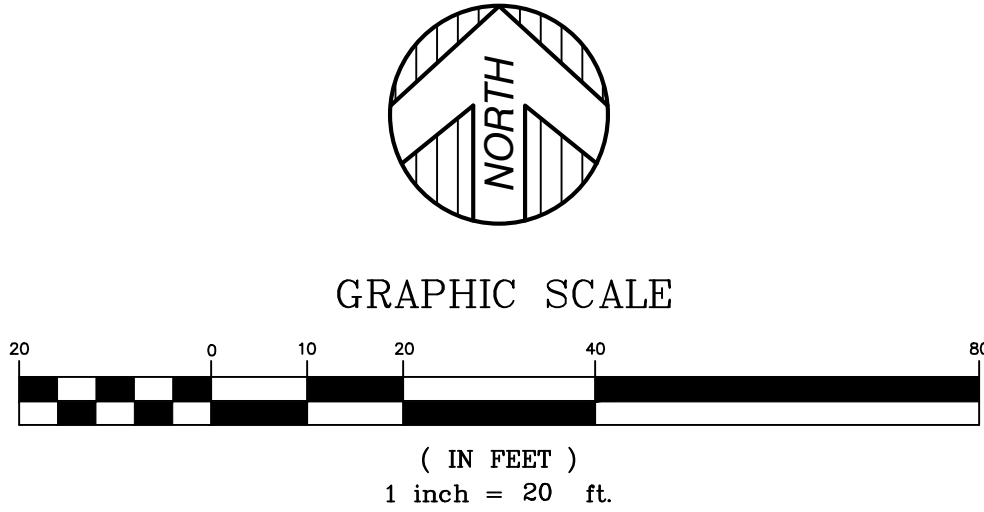
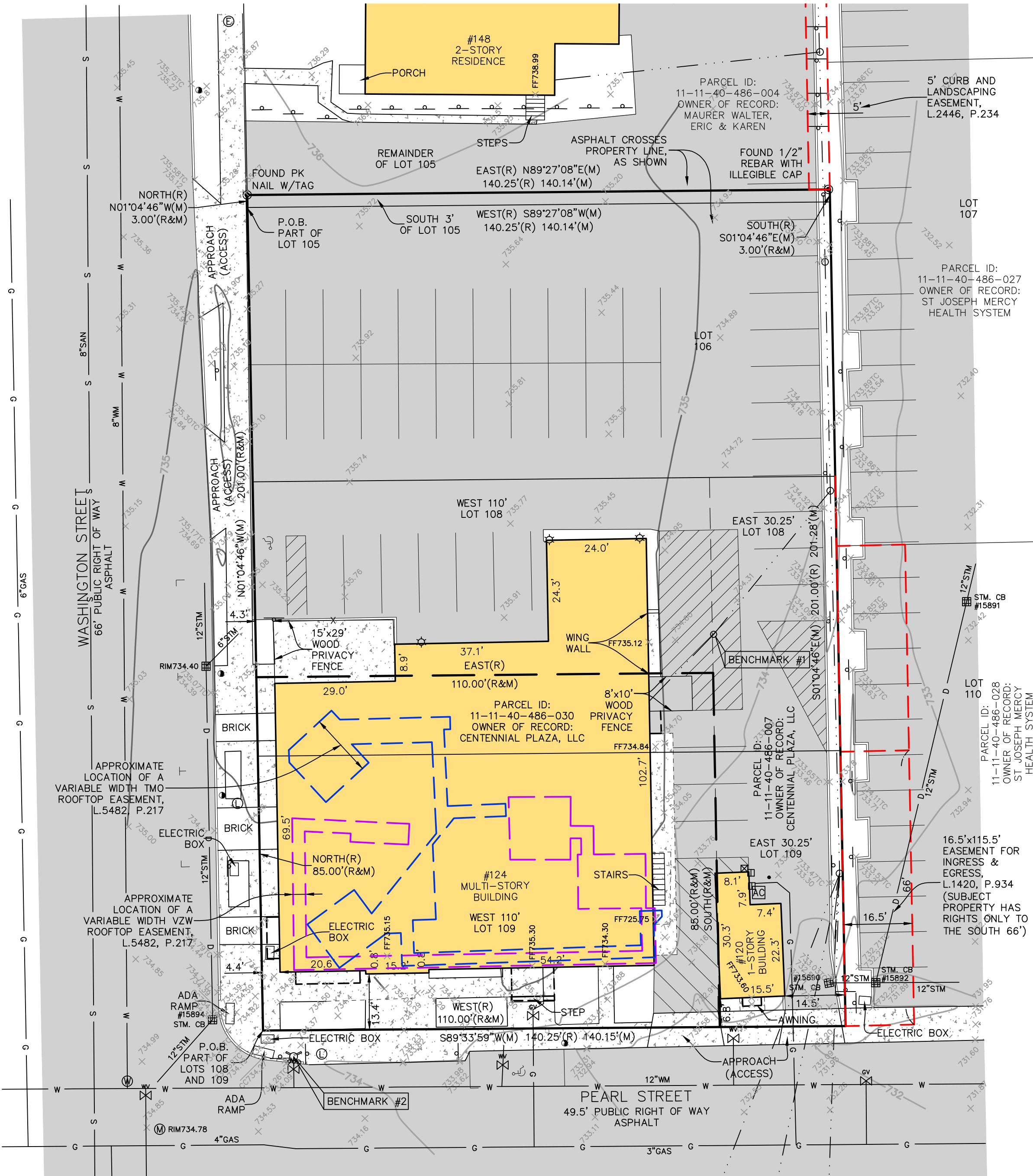
BENCHMARK

SITE BENCHMARK #1
MAG NAIL IN EAST SIDE OF UTILITY POLE, ±15' EAST OF #124.
ELEVATION = 736.14' (NAVD 88)

SITE BENCHMARK #2
TOP FLANGE ON NORTH SIDE OF HYDRANT, ±21' SOUTH OF SW CORNER OF #124.
ELEVATION = 734.21' (NAVD 88)

MANHOLE SCHEDULE

#	TYPE	RIM (FT)	SIZE (IN)	DIRECTION	INVERT (FT)
15890	CATCH BASIN	732.65	12	E	728.20
15891	CATCH BASIN	732.26	12	SW	727.41
			12	NE	727.36
15892	CATCH BASIN	731.90	12	W	728.20
			12	NE	727.90
			12	E	727.90
15893	CATCH BASIN	734.40	12	S	730.55
			6	NE	730.95
			12	N	730.65
15894	CATCH BASIN	734.38	12	N	730.03
			12	SW	729.48



PROPERTY DESCRIPTION

LAND SITUATED IN THE CITY OF YPSILANTI, COUNTY OF WASHTENAW, STATE OF MICHIGAN, DESCRIBED AS:

BEGINNING IN THE EAST LINE OF WASHINGTON STREET AT THE SOUTHWEST CORNER OF LOT NUMBER 105 IN THE ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF YPSILANTI; THENCE RUNNING NORTH ON THE WEST LINE OF SAID LOT, 3 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT TO THE EAST LINE OF SAID LOT; THENCE SOUTH 3 FEET TO THE SOUTH LINE OF SAID LOT; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT TO THE PLACE OF BEGINNING.

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ABOVE IS ALSO DESCRIBED AS:
LOTS 106, 108, 109 AND THE SOUTH 3 FEET OF LOT 105, ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN THE TRANSCRIPTS AT PAGES 162 AND 163, WASHTENAW COUNTY RECORDS.

EASEMENT PARCEL:
TOGETHER WITH NON-EXCLUSIVE RIGHTS OF INGRESS AND EGRESS AS CREATED, LIMITED AND DEFINED BY INSTRUMENT DATED SEPTEMBER 07, 1971 RECORDED NOVEMBER 29, 1972 IN LIBER 1420, PAGE 934, WASHTENAW COUNTY RECORDS.

TITLE REPORT NOTE

ONLY THOSE EXCEPTIONS CONTAINED WITHIN THE FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-1176482-MICH, DATED APRIL 23, 2023, AND RELISTED BELOW WERE CONSIDERED FOR THIS SURVEY. NO OTHER RECORDS RESEARCH WAS PERFORMED BY THE CERTIFYING SURVEYOR.

7. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "QUIT CLAIM DEED" RECORDED NOVEMBER 29, 1972 AS LIBER 1420, PAGE 934 OF OFFICIAL RECORDS. (AFFECTS E 30.25 FT OF LOTS 108 AND 109) (AFFECTS SUBJECT PROPERTY; AS SHOWN)

8. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "EASEMENT AGREEMENT" RECORDED OCTOBER 17, 1990 AS LIBER 2446, PAGE 234 OF OFFICIAL RECORDS. (AS SHOWN; DOES NOT AFFECT SUBJECT PROPERTY)

9. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "MEMORANDUM OF EASEMENT" RECORDED MAY 11, 2022 AS LIBER 5482, PAGE 217 OF OFFICIAL RECORDS. (AFFECTS ALL LOTS) (AS SHOWN; ALSO SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND UTILITIES FROM THE ROOFTOP EASEMENT AREAS, OVER, THROUGH, UNDER, AND ACROSS SUBJECT PROPERTY. SEE DOCUMENT FOR ADDITIONAL TERMS AND CONDITIONS)

14. ALL OF THE TERMS AND PROVISIONS SET FORTH AND CONTAINED IN THAT CERTAIN LEASE BETWEEN CENTENNIAL PLAZA, L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY, LESSOR, AND NEW PAR, A DELAWARE PARTNERSHIP D/B/A VERIZON WIRELESS, LESSEE, A MEMORANDUM OF WHICH IS RECORDED IN LIBER 4430, PAGE 836. (AFFECTS ALL LOTS) (AFFECTS SUBJECT PROPERTY; SEE DOCUMENT FOR TERMS AND CONDITIONS)

15. SUBORDINATION, NON-DISTURBANCE AND ATTORNEYMENT AGREEMENT BY AND BETWEEN CENTENNIAL PLAZA, L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY, AND NEW PAR, A DELAWARE PARTNERSHIP D/B/A VERIZON WIRELESS, LESSEE, A MEMORANDUM OF WHICH IS RECORDED IN LIBER 4699, PAGE 577. (AFFECTS ALL LOTS) (AFFECTS SUBJECT PROPERTY; SEE DOCUMENT FOR TERMS AND CONDITIONS)

16. ALL OF THE TERMS AND PROVISIONS SET FORTH AND CONTAINED IN THAT CERTAIN LEASE BETWEEN CENTENNIAL PLAZA, L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY, LESSOR, AND T-MOBILE GENERAL LLC, A DELAWARE LIMITED LIABILITY COMPANY, LESSEE, A MEMORANDUM OF WHICH IS RECORDED IN LIBER 4699, PAGE 577. (AFFECTS ALL LOTS) (AFFECTS SUBJECT PROPERTY; SEE DOCUMENT FOR TERMS AND CONDITIONS)

FLOOD NOTE

SUBJECT PARCEL LIES WITHIN:

OTHER AREA (ZONE X): AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

AS SHOWN ON FLOOD INSURANCE RATE MAP: MAP NUMBER 26161C0426E, DATED 04/03/2012, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

SURVEYOR'S CERTIFICATION

TO ENTERPRISE COMMUNITY LOAN FUND, INC., A MARYLAND NONSTOCK, NONPROFIT CORPORATION; 124 PEACE PLAZA LLC, A MICHIGAN LIMITED LIABILITY COMPANY; AND FIRST AMERICAN TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 7A, 8, 9, 11A, AND 11B OF TABLE A, THEREOF. THE FIELD WORK WAS COMPLETED ON 10/26/23.

DATE OF PLAT OR MAP: 10/26/23

ANTHONY T. SYCKO, JR., P.S.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47976
22556 GRATIOT AVE., EASTPOINTE, MI 48021
TSycko@kemttec-survey.com



DATE	BY	REVISION	DESCRIPTION
10/27/23	JV	4	ADDED TOPO AND UTILITIES
10/27/23	ATS	3	PER REVIEW COMMENTS DATED NOVEMBER 21, 2023
10/27/23	JV	2	PER REVIEW COMMENTS DATED NOVEMBER 21, 2023
10/27/23	JV	1	PER REVIEW COMMENTS DATED NOVEMBER 7, 2023
10/27/23	JV	1	REVISION

124 Peace Plaza, LLC
4007 Carpenter Road, Suite 137
Ypsilanti, Michigan 48197

GEOTECHNICAL INVESTIGATION

FOR

Proposed Mixed-Use Residential Building
139 N. Washtenaw Street, North of Pearl Street
Ypsilanti, Washtenaw County, Michigan

TEC Report: 63965

By:

Testing Engineers & Consultants, Inc.
1343 Rochester Road
P.O. Box 249
Troy, Michigan 48099-0249
(248) 588-6200

January 31, 2024



Testing Engineers & Consultants, Inc.

1343 Rochester Road • PO Box 249 • Troy, Michigan 48099-0249
(248) 588-6200 or (313) T-E-S-T-I-N-G • Fax (248) 588-6232
www.testingengineers.com

Engineering Client Success

TEC Report: 63965

Date Issued: January 31, 2024

Mr. Derric Scott, Manager
124 Peace Plaza, LLC
4007 Carpenter Road, Suite 137
Ypsilanti, Michigan 48197

Re: Geotechnical Investigation For
Proposed Mixed-Use Residential Building
139 N Washtenaw Street, North of Pearl Street
Ypsilanti, Washtenaw Township, Michigan

Dear Mr. Scott:

Please find enclosed the results of a geotechnical investigation performed at the above referenced site. This geotechnical report presents our field and laboratory results; engineering analysis; and our recommendations for design of foundation and slabs, as well as important construction considerations.

We can perform this service without delay. As you may know, Testing Engineers & Consultants, Inc. (TEC) has fifty-seven years of experience in Quality Control Testing and Construction Inspection. We would be pleased to provide any of these services on this project.

Should you have any questions regarding this report, please let us know. It has been a pleasure to be of service to you.

Respectfully submitted,
TESTING ENGINEERS & CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to read "C. Suhan", is written over a light blue horizontal line.

Carey J. Suhan, P.E.
Vice President, Geotechnical
& Environmental Services

CJS
Enclosure

Copyright 2007 Testing Engineers & Consultants, Inc. All rights reserved.

All services undertaken are subject to the following policy. Reports are submitted for exclusive use of the clients to whom they are addressed. Their significance is subject to the adequacy and representative character of the samples and the comprehensiveness of the tests, examinations and surveys made. No quotation from reports or use of TEC's name is permitted except as expressly authorized by TEC in writing.

CONSULTING ENGINEERS & FULL-SERVICE PROFESSIONAL TESTING AND INSPECTION
OFFICES IN ANN ARBOR, DETROIT, AND TROY
FOUNDED IN 1966



Testing Engineers & Consultants, Inc.

Mr. Derric Scott, Manager
124 Peace Plaza, LLC
January 31, 2024

TEC Report: 63965

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APPENDIX

TEST BORING LOCATION PLAN

LOGS OF TEST BORINGS

SIEVE ANALYSIS RESULTS

GENERAL NOTES FOR SOIL CLASSIFICATION

Testing Engineers & Consultants, Inc.

Mr. Derric Scott, Manager
124 Peace Plaza, LLC
January 31, 2024

TEC Report: 63965

1.0 INTRODUCTION

This report presents the results of a geotechnical investigation for the proposed development of a five-story apartment building located at 136 N Washington Street in Ypsilanti, Michigan. It is anticipated that the five-story building will have one floor below grade for parking. The parking will be about 12 feet (lower level at -12'- 0") below existing grade (level 01 a 0'-0"). The five floors above grade will consist of approximately 60 affordable units over two proposed retail spaces (level 01). The total square footage will be 51,000 square feet and will have an estimated 33 parking spaces. The proposed development will be constructed on 0.56 acres of land. There will be minor demolition activities to remove the existing/current hot mix asphalt (HMA) pavement of the parking lot. The scope of services was as outlined in TEC Proposal No. 060-23-294Rev2 signed by Mr. Derric Scott, Manager, dated December 21, 2023. The anticipated foundation loads are shown below:

Structural Element	DL+LL (kip/foot)	DL + LL (Kips)
Foundation Wall	6	-
Column	-	700

A Ground Penetrating Radar (GPR) investigation was previously performed by others. This identified apparent underground storage tanks (UST's) and underground obstructions in the central portion of the site.

The purpose of this investigation was to obtain information necessary to determine basic engineering properties of soils at the site through a series of test borings and laboratory tests performed on the soil samples obtained during the field investigation. This information has been evaluated to provide the general recommendations for site development preparations, foundation requirements, floor slab designs and other geotechnical information.

2.0 FIELD INVESTIGATION

Seven test borings were drilled on the site at the locations shown on the Test Boring Location Plan. The locations are accurate to within a short distance of the locations shown on the location plan included in the appendix. The test borings were drilled on January 8, 16 and 19, 2024, with truck- mounted, solid stem auger equipment to depths of 6, 25 and 40 feet below the existing grade.

We note that Boring No. 2 was moved 9 feet south from its original location because of a car parked in the way and Boring No. 3 was moved 7 feet south from its original location so as not to block the movements of the incoming and outgoing cars into the parking lot. Boring No. 5 was eliminated from the investigation program because it falls in the apparent UST area.

Testing Engineers & Consultants, Inc.

Mr. Derric Scott, Manager
124 Peace Plaza, LLC
January 31, 2024

TEC Report: 63965

2.0 FIELD INVESTIGATION (Cont'd)

Boring No. 6 was moved 5 feet south because of underground obstructions (like boulders, concrete, bricks, etc.) encountered around its original location and re-drilled to a depth of 40 feet below the existing grade.

In addition, because of the existing UST's on the site, the borings were located a sufficient distance from the locations identified in the drawing provided by the client.

Drilling methods and standard penetration tests were performed in general accordance with the current ASTM D1452 and D1586 procedures, respectively. These procedures specify that a standard 2-inch O.D. split-barrel sampler be driven by a 140-pound hammer with a free fall of 30 inches. The number of hammer blows required to drive the split-barrel sampler through three successive 6-inch increments is recorded on the Test Boring Log. The first 6-inch increment is used for setting the sampler firmly in the soil and the sum of the hammer blows for the second and third increments is referred to as the "Standard Penetration Index" (N).

From the standard penetration test a soil sample is recovered in the liner sampler tubes that are located inside the split-barrel sampler or directly in the split-barrel sampler. Upon recovery of a soil sample, the liner tubes or soil sample are removed from the split-barrel sampler and placed in a container which is sealed to minimize moisture losses during transportation to the laboratory. Standard penetration tests are usually made at depths of 2 ½, 5, 7 ½ and 10 feet and at 5-foot depth intervals thereafter. These parameters may vary for a given project depending on the nature of the subsoils and the geotechnical information required.

3.0 LABORATORY TESTING

The laboratory testing consisted of determining the unconfined compressive strength, the natural bulk density and the natural moisture content of the soil samples recovered in the liner sampler tubes. In the unconfined compression tests, the compressive strength of the soil is determined by axially loading a soil sample until failure is observed or 15% strain, whichever occurs first. The above referenced test data are recorded on the boring logs. Some test results may deviate from the norm because of variations in texture, imperfect samples, presence of pebbles and/or sand streaks, etc. The results are still reported although they may not be relevant.

The particle size distribution of four granular soil samples was also determined. The distribution provides estimates of the permeability and permeability-related behavior of the granular soils. The results are included in the appendix.

Testing Engineers & Consultants, Inc.

Mr. Derric Scott, Manager
124 Peace Plaza, LLC
January 31, 2024

TEC Report: 63965

3.0 LABORATORY TESTING (Cont'd)

Samples taken in the field are retained in our laboratory for 60 days and are then destroyed unless special disposition is requested by the client. Samples retained over a long period of time are subject to moisture loss and are then no longer representative of the conditions initially encountered.

4.0 GENERAL SUBSURFACE CONDITIONS

4.1 Subsoil Conditions

The soil conditions encountered in the borings are presented on the individual boring logs. Each log presents the soil types encountered at that location as well as laboratory test data, ground water data, and other pertinent information. Descriptions of the various soil consistencies, relative densities and particle sizes are given in the Appendix. Definitions of the terms and symbols utilized in this report may be found in ASTM D653.

Asphalt Pavement (HMA)

Approximately 2 inches to 6 inches of hot mix asphalt (HMA) pavement was observed in the borings.

Fill

The fill encountered varied from dark brown sand fill to occasionally clayey sand fill. Some of the sand fill contains some gravel/trace gravel or contains crushed bricks/ concrete and occasionally cobbles. The clayey sand fill occasionally contains a trace of gravel. The fill extended to depths ranging from 1 ½ feet to 5 ½ feet below the existing grade in the borings.

The color of the sand fill was brown to dark brown, and it was medium compact in relative density. The clayey sand fill was black in color, and it was loose in relative density.

Native Sand/ Clayey Sand

Underlying the fill soils and the hot mix asphalt (HMA) pavement was primarily native sand and very fine to medium sand with trace/some gravel. Gravelly sand with trace of silt and occasionally with pebbles/gravel seams and sometimes with clayey seams or occasionally

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4.1 Subsoil Conditions (Cont'd)

with silt layers was encountered in each boring. Some coarse sand with a trace of gravel was encountered in Boring No. 3 from 12 to 13 feet below existing grade. However, clayey sand with trace of gravel was encountered from a depth of 1 ½ feet to a depth of 4 feet below the existing grade in Boring No. 1 and clayey sand was encountered from a depth of 3 feet to a depth of 4 ½ feet below the existing grade in Boring No. 2.

The fine sand was brown in color, and it was compact to medium compact in relative density. The very fine sand was brown in color, and it was medium compact in relative density. The medium sand was brown in color, and it was loose to medium compact in relative density. The clayey sand was brown in color, and it was loose in relative density.

Standard penetration values range from 3 to 66 blows per foot with unconfined compressive strength of 1,070 to 4,700 pounds per square foot (psf). Bulk densities range from 121 to 144 pounds per cubic foot with moisture contents of 2.6 to 18.9 percent of the dry weight of the soil.

4.2 Ground Water Observations

Ground water level readings were taken in the bore holes during and after the completion of drilling. These observations are noted on the respective test Boring Logs.

During drilling, ground water was encountered at a depth of 34 ½ feet below the existing grade in Boring No. 4 and at a depth of 39 ½ feet below the existing grade in Boring No. 6.

Following drilling operations and auger removal, ground water was not observed in the test borings. Boring No. 4 caved-in at a depth of 27 feet below the existing grade and Boring No. 6 caved-in at a depth of 29 feet below the existing grade. Ground water was not noted in Boring Nos. 1, 2 3, 7 and 8 during or after completion of drilling.

In cohesive or fine-grained sandy soils, a long time may be required for the ground water level in the bore hole to reach equilibrium position. Therefore, the use of ground water monitoring wells (piezometers) is necessary to accurately determine the hydrostatic ground water level within the clay soils. Thus, the short-term ground water readings at the soil boring locations during and after drilling may not represent the existing ground water level.

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5.0 ANALYSIS AND RECOMMENDATIONS

5.1 Proposed Development

The proposed development is to consist of the construction of a five-story building with anticipated one floor below grade for parking. The parking will be about 12 feet (lower level at -12'-0") below existing grade (level 01 at 0'-0"). The five floors will consist of approximately 60 affordable units over two proposed retail spaces (level 01). The total square footage will be 51,000 square feet and will have an estimated 33 parking spaces. The proposed development will be constructed on 0.56 acres of land. There will be minor demolition activities to remove the existing/current hot mix asphalt (HMA) pavement of the parking lot.

5.2 Ground Water Conditions

The position of water levels found in test borings may vary somewhat depending on seasonal precipitation. At the level encountered in the borings, it may present isolated problems for design or construction of foundations and utilities. Since ground water was only encountered in the vicinity of Boring Nos. 4 and 6 at depths ranging from 27 feet to 29 feet below existing ground surface, any ground water encountered should be controllable by direct pumping from excavations or properly prepared sumps if needed.

The depth of the long-term groundwater level is often indicated by a transition of clay soils from brown to gray in color. Given the fine-grained nature of the native soils, perched groundwater tables may be expected if construction takes place during the wet months and/or following high precipitation events or periods.

5.3 Recommended Earthwork Operations

The existing ground surface elevation within the area of the proposed development is relatively flat. The lower-level slab of the parking under the footprint of the building is about 12 feet (lower level at -12'-0") below the existing grade (level 01 at 0'-0"). Excavation of 12 feet or more will be required to achieve the design finish floor of the underground parking garage of the five-story building with one floor of two retail stores at level 01. Greater depths of excavation may be required to properly slope the excavation.

Within the limits of areas to be developed, the topsoil, any surface vegetation, deleterious materials, broken concrete/bricks, hot mix asphalt pavement, abandoned utilities, debris, if any and existing foundations (if any), should be removed prior to the site being graded. If there are UST's they should be properly removed and the site closed in accordance with State regulations. We can assist with the proper closure.

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5.3 Recommended Earthwork Operations (Cont'd)

The resulting excavations from the removal of deeper elements should be backfilled with compacted engineered fill. Relatively deep undocumented fill, as deep as 5 ½ and 4 ½ feet below the existing grade was encountered at Boring No. 6 and 4, respectively. Ideally, these soils (fill) and any soil with organic contents (if any), greater than 4% should be removed beneath any shallow building slab and or pavement areas. If some additional risk of more than normal settlement can be tolerated consideration can be given to leaving most of the fill in place. Test pits should be performed to better characterize the fill and its suitability to remain in place and buried topsoil or organic matter (if any). Where uncontrolled fill is encountered under the interior area of the slab on grade and pavement, removal of the uncontrolled fill and or soils with organic matter (if any) greater than 4% percent should be replaced with compacted and suitable engineered fill.

The subgrade soils and excavations should be observed at the time of construction to verify that soils encountered are consistent with those extracted during the borehole investigation. Where uncontrolled fill is encountered under the interior area of the slab on grade, removal of the uncontrolled fill should be conducted to about 12 inches and be replaced with engineered fill. This appears to be across the site of development, which extends to depths ranging from 1 ½ feet to 5 ½ feet in Boring Nos. 1 through 4, 6, 7 and 8.

Once sufficient soil cut is removed to reach the proposed excavation level of the parking, the site should then be rolled with a vibrating roller to consolidate the upper soil. This should involve at least 4-5 passes with the vibratory roller compactor operating at peak energy. This should be followed by a proof roll with a heavily loaded pneumatically tired vehicle to identify soft or yielding areas and areas exhibiting pumping or instability. It will be necessary to remove the weak or unstable soils and replace them with a structural fill. It may be possible to stabilize soft areas with crushed stone or concrete. Crushed concrete should not be used near any drains or sumps since a precipitate can form over time and clog drains and sumps. Loose spots that cannot be stabilized should be removed and replaced with compacted engineered fill. We recommend the moisture content and the density of the subgrade be evaluated following overwintering. Areas not in compliance with the required ranges of moisture or density should be moisture conditioned and re-compacted.

Excessively wet or dry material should either be removed and replaced or modified or stabilized with Portland cement or lime as appropriate to the soil type. For initial budgeting purposes we recommend planning a one foot undercut and replacement with an open graded aggregate to stabilize both floor slab and concrete pavement areas. Also, we recommend that the site preparation extend 10 feet beyond the building limits and 5 feet beyond pavement limits.

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5.3 Recommended Earthwork Operations (Cont'd)

The foundation bearing subgrade should ultimately be stable, dewatered, protected from frost and be compact throughout construction. Bearing subgrades (sand) that become weakened or disturbed due to wet conditions or other reasons will be rendered unsuitable for foundation support. Excessively wet or dry material should either be removed and replaced or modified or stabilized. The Contractor shall ultimately be responsible for the means and methods of temporary ground water control, subgrade protection and site stability during construction. An engineer from TEC should be scheduled to review the foundation subgrade conditions and preparation during construction.

If fill materials and/or utilities are encountered during construction, such materials and facilities should be removed, and the excavation thoroughly cleaned prior to backfill placement and /or construction.

Engineered backfill required for construction excavations or fill required to achieve desired grades should preferably consist of clean and well graded granular soils. On-site material which is below the fill and relatively free of organics and topsoil may be used for balancing and grading the site. Soils with significant silt content should not be used. Fill should be placed in uniform layers not more than 9 inches in thickness with the soils in each layer compacted to a minimum of 95% of the maximum density as determined by ASTM D1557. Fill should be at approximately the optimum moisture content during placement and compaction. Furthermore, frozen material must not be used as fill and fill should not be placed on frozen ground.

Since the soils are primarily sand, lateral support structure or side sloping with a minimum 1H:1V ratio will be required for anticipated excavations. However, the excavation for the underground parking of the five-story building will mostly encounter sandy soils, and there may be insufficient space to flatten the sides of the excavation. Also, the upper 1 ½ feet to 5 ½ feet of the soil is uncontrolled fill; consequently, a flatter slope or shoring will likely be required. Several methods of shoring are available, and the system selected should take into account the requirements for protecting adjacent properties (if any) as well as cost. A conventional soldier pile and timber lagging wall or driven sheet pile wall are both feasible.

A soldier pile wall consists of vertical steel beams, typically spaced from 6 to 8 feet apart along the proposed excavation wall, spanned by timber lagging. The selection, design, construction, and performance of the shoring system should be the responsibility of the shoring contractor.

During excavation, any shoring system selected will yield and deform. The movement of the shoring system can cause surrounding improvements (if any) or existing conditions on the

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5.3 Recommended Earthwork Operations (Cont'd)

ground to settle and move laterally. The magnitude of shoring movements and resulting deformations are difficult to estimate because they depend on many factors, including the type of shoring system used and the contractor's skill in the shoring installation. We believe ground movements for a properly designed and constructed shoring system should be less than about one inch. A monitoring program should be established to evaluate the effects of the construction on the adjacent existing conditions and to provide adequate protection for workers. The contractor should install surveying points to monitor the movement of the shoring and settlement of the surrounding existing conditions.

If left in place shoring is not to be used to support the walls, the walls should be backfilled with clean sand fill to minimize the lateral earth pressure. Material meeting MDOT Class II grading requirements or approved alternate should suffice. Care should be exercised to limit the compaction of the backfill in order to avoid overstressing the wall. Light compaction equipment and thin fill lifts should be used. Shoring could be used, which will remain as a function of the permanent walls. The lateral earth pressure on below grade walls depends on their ability to move or deflect. If H is the height of the wall, a movement of the top of the wall away from the backfill of $0.001XH$ or more will allow the lower active pressure to develop.

If the walls can move sufficiently, they should be designed to resist the active lateral pressure imposed by the granular fill, i.e., they should be designed against the pressure from a liquid with an equivalent fluid weight of 40 pcf. This value assumes that a properly installed and maintained perimeter drain will eliminate the water pressure on the wall. If the walls are rigid enough to minimize deflection the higher at rest pressure of 60 pcf should be used for drained granular backfill. If the walls are cast directly against a temporary earth retention system, 120 psf should also be used for either active or passive pressure. This value would include water pressure as well.

As a minimum, all temporary excavations should be sloped or braced as required by Occupational Health and Safety Administration (OSHA) regulations to provide stability and safe working conditions. All excavations should comply with the applicable local, state and federal safety regulations, including the current OSHA Excavation.

Soils exposed in the bases of all satisfactory foundation excavations should be protected against any detrimental change in conditions such as from disturbances, rain or freezing. Surface run-off water should be drained away from the excavations and not be allowed to pond. If possible, all footing concrete should be placed the same day the excavation is made. If this is not possible, the footing excavations should be adequately protected.

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5.3 Recommended Earthwork Operations (Cont'd)

The permanent wall backfill should consist of selected and suitable granular material. Wall backfill should be moisture conditioned to near optimum moisture content, placed in loose, horizontal lifts of not greater than 9 inches in thickness, and systematically compacted to a dense and relatively unyielding conditions as verified by TEC personnel, or to at least at 95 % of the maximum dry density, as determined using test method ASTM D-1557.

5.3.1 Grading and Drainage

Final surrounding grades should be sloped away from the structure on all sides to prevent ponding of water. Gutters and downspouts that drain a minimum of 10 feet beyond the footprint of the proposed structures are recommended. This can be accomplished through the use of splash blocks, downspout extensions, and flexible pipes that are designed to attach to the end of the downspout. Flexible pipe should only be used if it is daylighted in such a manner that it gravity-drains collected water. Splash-blocks should be considered below hose bibs and water spigots.

5.4 Foundation Recommendations

If the soil has been prepared in accordance with the requirements noted in the Recommended Earthwork Operations section, the structural foundation elements of the proposed five-story building with underground parking should bear on soil deposits that have adequate strength to develop bearing capacity and sufficient stiffness to limit settlement for reasonably sized footings with the anticipated loads. Local building codes and climatic conditions require that exterior foundations be placed at a minimum depth of 3 ½ feet below finished grade to provide for adequate frost protection. Interior foundations may be below the floor at a lesser depth if not exposed to frost penetration. Regardless of the loads, the foundations must be larger than the superstructure they support along with construction tolerances.

Suitable natural sand has been encountered in the soil borings at depths below the existing grade as summarized below:

Soil Boring Location	Approximate Foundation Depth Below Existing Grade Level (Feet)	Soil Type
		Bearing Capacity (psf)
Boring No. 1	-12	Compact medium brown sand with some gravel
		6,000

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5.4 Foundation Recommendations (Cont'd)

Soil Boring Location	Approximate Foundation Depth Below Existing Grade Level (Feet)	Soil Type
		Bearing Capacity (psf)
Boring No. 2	-12	Medium compact brown medium sand with gravel seams
		6,000
Boring No. 3	-12	Medium compact brown medium to coarse sand with trace of gravel
		6,000
Boring No. 4	-12	Medium compact brown medium sand with trace of gravel
		6,000
Boring No. 6	-12	Medium compact fine sand with gravel and pebbles
		6,000

Note: * Estimated depth recorded to the nearest 1/2 foot

When constructed on native soils as outlined above, foundations may be designed using a net allowable bearing pressure of 6,000 psf. The recommended design bearing pressure should provide a factor of safety of about 2.5 to 3 against shear failure and limit total settlements to one inch or less and differential settlements between adjacent columns to less than 1/2 inch.

If, however, a higher net allowable bearing capacity is desired, deeper foundations such as drilled piers could be considered. The deep foundation elements, properly designed, can control total and differential settlement to one inch or less, respectively.

For retaining walls resistance to sliding can be developed between the base of a structure and its supporting soil. The resistance depends on the nature of the soil and on the structure/soil interface. If a concrete/soil interface is rough, the maximum strength of the soil can be counted on, however, the surface between concrete and compacted soil should be roughened before the concrete is poured.

Where the structure rests on medium compact to compact sands or engineered fill a coefficient of friction of 0.35 against sliding may be assumed. A factor of safety of at least 1.5 should be used when designing structures against sliding.

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5.4 Foundation Recommendations (Cont'd)

From a review of the borings and assumptions made about the lower lying soils a seismic site class of D is recommended for design. It is assumed that the lower lying soils below the bottom of the borings have an average N value between 15 and 50 and shear strengths between 1000 psf and 2000 psf. This appears to be a reasonable assumption from the general geology of the area. This is based off of the Michigan Building Code, which incorporates the International Building Code.

5.5 Floor Slabs and Pavements

The subgrade resulting from the site preparation, as outlined in the recommended earthwork operations section, will provide a fair subgrade for support of pavements and floor slabs. Key concerns for the design and construction of floor slabs are structural support of the slab, stability of the subgrade during construction, and drainage of the cross-section in service.

Floor slabs and other concrete pavements should be placed on a minimum of 4 inches of clean compacted sand meeting MDOT Class II specifications or MDOT 21AA which will remain more stable during concrete placement. Based on the soil and ground water conditions and use of the structure, a vapor retarder is recommended. The vapor retarder should be placed in accordance with ACI 360R.

For automobile drives and minimal truck traffic the following section is recommended:

- 1 ½ inch bituminous concrete wearing course (MDOT 5E1 or 4E1)
- 2 ½ inch bituminous concrete leveling course (MDOT 4E1)
- 10 inches untreated aggregate base (MDOT 21AA)

The aggregate base may be reduced to 8 inches in automobile parking areas.

Air entrained MDOT P1 grade concrete with partial slag cement replacement is recommended for new curb and gutter, mainline pavement at intersections & drive approaches or miscellaneous flatwork. If a high-performance concrete pavement is desired, MDOT P1M concrete is recommended. TEC recommends that the proposed concrete mixes effectively mitigate the potential for ASR reactivity utilizing a combination of methods such as partial slag cement substitution, use of low alkali Portland cement, and verification testing of the ASR expansion potential of the proposed fine aggregates and/or combinations of cementitious materials.

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5.5 Floor Slabs and Pavements (Cont'd)

The pavement should be properly crowned and shaped in order to provide effective surface drainage and prevent water ponding. A 1.5 percent slope is recommended. Edge drains along the perimeter of the pavement and finger drains around catch basins are recommended to prevent water from infiltrating the subgrade. All drains should be connected to storm sewer or other outlets.

The pavement recommendations presented above are intended to provide a serviceable pavement for an extended period of time. However, all pavements show deterioration with time and require regular maintenance such as occasional repairs of cracks and pot holes. The need for such maintenance efforts is not necessarily indicative of premature pavement failure. The serviceable life of the pavement can be substantially reduced if maintenance and minor repair is not performed in a timely manner.

5.6 Limitations

The recommendations presented in this report are made under the assumption that the soils on-site are represented by those presented in the soil borings.

The field and laboratory data, analysis and recommendations presented in this report are based on the field conditions during the time of this investigation. These conditions may change over the site and a more detailed field investigation will be required. Based on our field and laboratory data these conditions are indicative of the site. Changes and unforeseen conditions may be encountered during the construction period due to unforeseen conditions (during the field investigation) and ground changes during construction. Therefore, a geotechnical engineer representative familiar with the site should be present to ensure that proper construction procedures are used.

6.0 DESIGN REVIEW AND FIELD MONITORING

The evaluations and recommendations presented in this report relative to site preparation and building foundations have been formulated on the basis of assumed and provided data relating to the location, type and finished grades for the proposed structure and adjacent areas. Any significant change in this data should be brought to our attention for review and evaluation with respect to the prevailing subsoil conditions.

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6.0 DESIGN REVIEW AND FIELD MONITORING (Cont'd)

When the building and foundation plans are finalized, a consultation should be arranged with us for a review to verify that the evaluations and recommendations have been properly interpreted.

Soil conditions at the site could vary from those generalized on the basis of test borings made at specific locations. It is therefore recommended that Testing Engineers & Consultants, Inc. be retained to provide soil engineering services during the site preparation, excavation and foundation phases of the proposed project. This is to observe compliance with the design concepts, specifications and recommendations. Also, this provides opportunity for design changes to be made in the event that subsurface conditions differ from those anticipated prior to the start of construction.



Yehia Zak Kabbani, P.E.
Senior Project Engineer



Carey J. Suhan, P.E.
Vice President, Geotechnical
& Environmental Services

YZK/CJS

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APPENDIX

Test Boring Location Plan

Logs Of Test Borings

Sieve Analysis Results

General Notes For Soil Classification

Notes:

- Boring No. 5 was not drilled because it falls in the UST area.
- Boring No. 6 was moved 5 feet south because of the obstructions (boulders, concrete, bricks)
- Boring No. 2 was moved 9 feet south because of a car parked in the way
- Boring No. 3 was moved 7 feet south so as not to block the movements of incoming and outgoing cars to the parking lot

1 SITE PLAN
A001 SCALE: 1/8" = 1'-0"

Boring Location Plan

APPROVALS


MYERSKI
ARCHITECTS

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PRELIMINARY
NOT FOR
CONSTRUCTION

136 N. WASHINGTON ST.
YPSILANTI, MI 48197

DRAWN BY	WOL
CHECKED BY	ME
PROJECT ARCH	AM
NOT DATE	DESCRIPTION
11/11/2021	100% DD


JOB NO.
DATE
01.12.2022


SITE PLAN


A001

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 Fax (248) 588-6232

Boring No.: 1 **Job No.:** 63965

Client: 124 Peace Plaza, LLC

Type of Rig: Truck

Drilling Method: Hollow Stem Augers

Ground Surface Elevation:

Project: Proposed Mixed-Use Residential Building, 136 N. Washington Street

Location: Ypsilanti, Michigan

Drilled By: I. Mickle

Started: 1/19/2024

Completed: 1/19/2024

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
2.5	LS	11 4 4	.33 .83 1.5	ASPHALT (4")	10.9	130	
				Moist Dark Brown Sand With Some Gravel-FILL (6")			
5.0	LS	3 12 15	4	Medium Compact Moist Brown Sand With Some Gravel-FILL	12.9	136	
				Loose Moist Brown Clayey SAND With Trace Of Gravel			
7.5	LS	14 23 28	6	Medium Compact Moist Brown SAND With Some Gravel	3.3	138	
				Dense Moist Brown SAND With Gravel & Pebbles			
10.0	LS	13 21 24	8	Compact Moist Brown Medium SAND With Some Gravel	3.0	140	
12.5							
15.0	LS	10 17 18			2.6	139	
17.5			17	Compact Moist Brown Fine SAND			
20.0	LS	10 16 21			6.9	136	
22.5			22	Medium Compact Moist Brown Fine SAND			
	LS	8 12 18			8.3	142	
			25				

"N" - Standard Penetration Resistance
 SS - 2" I.D. Split Spoon Sample
 LS - Sectional Liner Sample
 ST - Shelby Tube Sample
 AS - Auger Sample

w - H₂O, % of dry weight
 d - Bulk Density, pcf
 qu - Unconfined Compression, psf
 DP - Direct Push
 RC - Rock Core

Bottom of Boring at 25'

Water Encountered: None

At Completion: None

Boring No. 1



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Boring No.: 2

Job No.: 63965

Project: Proposed Mixed-Use Residential Building, 136 N. Washington Street

Client: 124 Peace Plaza, LLC

Location: Ypsilanti, Michigan

Type of Rig: Truck

Drilled By: I. Mickle

Drilling Method: Hollow Stem Augers

Started: 1/16/2024

Ground Surface Elevation:

Completed: 1/16/2024

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
1.5	LS	7	1.5	ASPHALT (2")	10.0	131	
2.5		3					
		2					
			3	Medium Compact Moist Dark Brown Sand With Trace Of Gravel-FILL			
	LS	3			17.9	122	
		3					
5.0		6	4.5	Loose Moist Black Clayey Sand With Trace Of Gravel-FILL			
				Loose Very Moist Brown Clayey SAND			
	LS	9			5.6	136	
		12	7	Medium Compact Moist Brown SAND With Trace Of Gravel			
7.5		24					
	LS	24		Compact Moist Brown SAND With Trace Of Gravel, Pebbles, Cobbles & Gravel Seams	3.2	139	
10.0		17					
		22					
			12	Medium Compact Moist Brown Medium SAND With Trace Of Gravel	3.3	140	
12.5	LS	7					
		9					
15.0		14					
17.5							
	LS	4			3.5	132	
		7					
20.0		8					
			22	Compact Moist Brown Medium SAND With Trace Of Gravel	5.7	138	
22.5	LS	9					
		16					
		31					
			25	Moved 9' South Due To Parked Car			

"N" - Standard Penetration Resistance
 SS - 2" I.D. Split Spoon Sample
 LS - Sectional Liner Sample
 ST - Shelby Tube Sample
 AS - Auger Sample

w - H₂O, % of dry weight
 d - Bulk Density, pcf
 qu - Unconfined Compression, psf
 DP - Direct Push
 RC - Rock Core

Bottom of Boring at 25'

Water Encountered: None

At Completion: None

Boring No. 2



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Boring No.: 3

Job No.: 63965

Project: Proposed Mixed-Use Residential Building, 136 N. Washington Street

Client: 124 Peace Plaza, LLC

Location: Ypsilanti, Michigan

Type of Rig: Truck

Drilled By: I. Mickle

Drilling Method: Solid Stem Augers & Hollow Stem Augers

Started: 1/8/2024

Ground Surface Elevation:

Completed: 1/8/2024

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
			.5	ASPHALT (6")	14.4	125	
2.5	LS	4 5 5	3	Loose Moist Dark Brown Sand With Trace Of Crushed Brick & Concrete-FILL			
	LS	3 3 3		Loose Moist Brown Medium SAND	11.0	130	
5.0			5.5				
	LS	8 10 12		Medium Compact Moist Brown Medium SAND With Trace Of Gravel, Gravel Seams & Pebbles	5.8	138	
7.5							
	LS	7 11 15		Switched to Hollow Stem Augers At 10'	5.2	139	
10.0			12				
	LS	9 15 19		Compact Moist Brown Medium To Coarse SAND With Trace Of Gravel	4.8	139	
12.5							
			17				
	LS	14 13 15		Medium Compact Moist Brown Fine SAND	6.5	137	
20.0			22				
	LS	9 13 17		Medium Compact Moist Brown Very Fine SAND With Silt Layers	14.0	134	
22.5			25				

"N" - Standard Penetration Resistance
SS - 2" I.D. Split Spoon Sample
LS - Sectional Liner Sample
ST - Shelby Tube Sample
AS - Auger Sample

w - H₂O, % of dry weight
d - Bulk Density, pcf
qu - Unconfined Compression, psf
DP - Direct Push
RC - Rock Core

Bottom of Boring at 25'

Water Encountered: None

At Completion: None

Boring No. 3



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Boring No.: 4

Job No.: 63965

Project: Proposed Mixed-Use Residential Building, 136 N. Washington Street

Client: 124 Peace Plaza, LLC

Location: Ypsilanti, Michigan

Type of Rig: Truck

Drilled By: I. Mickle

Drilling Method: Hollow Stem Augers

Started: 1/16/2024

Ground Surface Elevation:

Completed: 1/16/2024

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
			.25	ASPHALT (3")	10.7	131	
2.5	LS	4 4 4	3	Loose Moist Dark Brown SAND With Trace Of Gravel & Clayey Seams	10.9	138	
5.0	LS	3 5 11	4.5	Medium Compact Moist Brown SAND With Trace Of Gravel	6.1	138	
7.5	LS	13 18 27		Compact Moist Brown SAND With Gravel & Pebbles	4.2	139	
10.0	LS	14 22 24	11	Medium Compact Moist Brown Medium SAND With Trace Of Gravel	3.7	131	
12.5							
15.0	LS	9 10 14	17	Compact Moist Brown Fine SAND	10.9	138	
17.5							
20.0	LS	10 15 19			8.8	141	
22.5	LS	10 13 20					

"N" - Standard Penetration Resistance
SS - 2" I.D. Split Spoon Sample
LS - Sectional Liner Sample
ST - Shelby Tube Sample
AS - Auger Sample

w - H₂O, % of dry weight
d - Bulk Density, pcf
qu - Unconfined Compression, psf
DP - Direct Push
RC - Rock Core

Water Encountered: 34'6"

At Completion: Caved In 27'0"

Boring No. 4



Testing Engineers & Consultants, Inc.

1343 Rochester Road - PO Box 249 - Troy, Michigan - 48099-0249
 (248) 588-6200 or (313) T-E-S-T-I-N-G
 Fax (248) 588-6232

Boring No.: 4

Job No.: 63965

Project: Proposed Mixed-Use Residential Building, 136 N. Washington Street

Client: 124 Peace Plaza, LLC

Location: Ypsilanti, Michigan

Type of Rig: Truck

Drilled By: I. Mickle

Drilling Method: Hollow Stem Augers

Started: 1/16/2024

Ground Surface Elevation:

Completed: 1/16/2024

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
27.5	LS	10			5.0	139	
30.0		16					
		23					
32.5	LS	10	34.5		18.9	118	1070
35.0		13		Medium Compact Wet Brown Fine SAND With Clayey Seams			
		16	37				
37.5	LS	12		Dense Wet Brown Fine SAND With Clayey Seams & Trace Of Gravel	17.2	127	4700
40.0		25	40				
		41		Bottom of Boring at 40'			
42.5							
45.0							
47.5							

"N" - Standard Penetration Resistance
 SS - 2" I.D. Split Spoon Sample
 LS - Sectional Liner Sample
 ST - Shelby Tube Sample
 AS - Auger Sample

w - H₂O, % of dry weight
 d - Bulk Density, pcf
 qu - Unconfined Compression, psf
 DP - Direct Push
 RC - Rock Core

Water Encountered: 34'6"

At Completion: Caved In 27'0"

Boring No. 4



Testing Engineers & Consultants, Inc.

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Boring No.: 6

Job No.: 63965

Project: Proposed Mixed-Use Residential Building, 136 N. Washington Street

Client: 124 Peace Plaza, LLC

Location: Ypsilanti, Michigan

Type of Rig: Truck

Drilled By: I. Mickle

Drilling Method: Hollow Stem Augers

Started: 1/19/2024

Ground Surface Elevation:

Completed: 1/19/2024

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
			.25	ASPHALT (3")			
2.5	LS	50/4"	2	Dense Moist Brown SAND With Boulder, Concrete & Brick, After 3 Attempts, Moved 5' South & Redrilled	6.8	144	
5.0	LS	3 3 4	3	Moist Brown Gravelly Medium To Fine SAND With Some Clay	15.6	124	
7.5	LS	9 11 12	5.5	Loose Moist Brown Clayey SAND With Trace Of Gravel	5.1	139	
10.0	LS	11 13 19	8	Medium Compact Moist Brown SAND With Some Gravel	3.2	132	
12.5							
15.0	LS	11 14 16					
17.5			17				
20.0	LS	6 6 10	19.5	Medium Compact Moist Brown Medium SAND With Trace Of Gravel & Clay Layer At 19.5'	24.3	124	
22.5							
	LS	8 13 20		Compact Moist Brown Fine SAND	8.8	141	

"N" - Standard Penetration Resistance
SS - 2" I.D. Split Spoon Sample
LS - Sectional Liner Sample
ST - Shelby Tube Sample
AS - Auger Sample

w - H₂O, % of dry weight
d - Bulk Density, pcf
qu - Unconfined Compression, psf
DP - Direct Push
RC - Rock Core

Water Encountered: 39'6"

At Completion: Caved In 29'

Boring No. 6



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Boring No.: 6

Job No.: 63965

Project: Proposed Mixed-Use Residential Building, 136 N. Washington Street

Client: 124 Peace Plaza, LLC

Location: Ypsilanti, Michigan

Type of Rig: Truck

Drilled By: I. Mickle

Drilling Method: Hollow Stem Augers

Started: 1/19/2024

Ground Surface Elevation:

Completed: 1/19/2024

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
27.5	LS	9 14 20			5.7	138	
30.0							
32.5							
35.0	LS	10 13 19			5.1	139	
37.5							
40.0							
37.5	LS	15 18 18	38		11.9	137	
40.0			40	Compact Moist To Wet Brown Medium SAND With Gravel Seam At 38'			
42.5				Bottom of Boring at 40'			
45.0							
47.5							

"N" - Standard Penetration Resistance
 SS - 2" I.D. Split Spoon Sample
 LS - Sectional Liner Sample
 ST - Shelby Tube Sample
 AS - Auger Sample

w - H₂O, % of dry weight
 d - Bulk Density, pcf
 qu - Unconfined Compression, psf
 DP - Direct Push
 RC - Rock Core

Water Encountered: 39'6"

At Completion: Caved In 29'

Boring No. 6



Testing Engineers & Consultants, Inc.

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Boring No.: 7

Job No.: 63965

Project: Proposed Mixed-Use Residential Building, 136 N. Washington Street

Client: 124 Peace Plaza, LLC

Location: Ypsilanti, Michigan

Type of Rig: Truck

Drilled By: I. Mickle

Drilling Method: Solid Stem Augers

Started: 1/8/2024

Ground Surface Elevation:

Completed: 1/8/2024

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
			.25				
	LS	6		ASPHALT (3")	4.5	121	
2.5		8	2				
		4		Medium Compact Moist Dark Brown Sand With Some Gravel & Trace Of Brick-FILL			
	LS	3			11.7	129	
5.0		3		Loose Moist Brown SAND With Trace Of Gravel			
		4					
			6				
7.5				Bottom of Boring at 6'			
10.0							
12.5							
15.0							
17.5							
20.0							
22.5							

"N" - Standard Penetration Resistance
 SS - 2" I.D. Split Spoon Sample
 LS - Sectional Liner Sample
 ST - Shelby Tube Sample
 AS - Auger Sample

w - H₂O, % of dry weight
 d - Bulk Density, pcf
 qu - Unconfined Compression, psf
 DP - Direct Push
 RC - Rock Core

Water Encountered: None

At Completion: None

Boring No. 7



Testing Engineers & Consultants, Inc.

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 (248) 588-6200 or (313) T-E-S-T-I-N-G
 Fax (248) 588-6232

Boring No.: 8

Job No.: 63965

Project: Proposed Mixed-Use Residential Building, 136 N. Washington Street

Client: 124 Peace Plaza, LLC

Location: Ypsilanti, Michigan

Type of Rig: Truck

Drilled By: I. Mickle

Drilling Method: Solid Stem Augers

Started: 1/8/2024

Ground Surface Elevation:

Completed: 1/8/2024

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
0.0			.25				
1.5	LS	2	1.5	ASPHALT (3")	13.7	126	
2.5		1					
		2	3	Very Loose Moist Dark Brown Sand With Some Gravel & Clayey Seams-FILL			
5.0	LS	6		Very Loose Moist Brown SAND With Some Gravel	5.7	138	
		17					
		21	6	Compact Moist Brown SAND With Some Gravel			
7.5				Bottom of Boring at 6'			
10.0							
12.5							
15.0							
17.5							
20.0							
22.5							

"N" - Standard Penetration Resistance
 SS - 2" I.D. Split Spoon Sample
 LS - Sectional Liner Sample
 ST - Shelby Tube Sample
 AS - Auger Sample

w - H₂O, % of dry weight
 d - Bulk Density, pcf
 qu - Unconfined Compression, psf
 DP - Direct Push
 RC - Rock Core

Water Encountered: None

At Completion: None

Boring No. 8



Testing Engineers and Consultants, Inc.

1343 Rochester Road PO Box 249 Troy, Michigan 48099-0249

248-588-6200 or 313 T-E-S-T-I-N-G

Fax 248-588-6232

SIEVE ANALYSIS RESULTS

PROJECT: Pro. Vibrant Mixed Use

TEC REPORT NUMBER: 63965

LOCATION: Ypsilanti, Michigan

DATE: 1/22/2024

CLIENT: 124 Peace Plaza LLC

Material Description: Brown Gravelly Medium Sand
With Trace of Silt

Date Sampled: 1/16/24

Sample Source / Depth: B-2 @ 15'

Sampled By: I. Mickle

Sample Location:

TEC Lab Sample Number: 2314

Intended Use:

Remarks:

AGGREGATE ANALYSIS						
Sieve No.	Total Weight Retained	Total Percent Retained	Total Percent Passing	Specification Range	SAMPLE DATA	
3"					Initial Sample Weight (g)	260.1
2-1/2"					Weight After Wash (g)	247.6
1-1/2"					Loss in Weight (g)	12.5
1"		0.0	100.0		Loss by Wash (%)	4.8%
3/4"	18.4	7.1	92.9			
1/2"	29.5	11.3	88.7			
3/8"	36.7	14.1	85.9			
#4	54.9	21.1	78.9			
#10	92.5	35.6	64.4			
#20	147.1	56.6	43.4			
#30	174.6	67.1	32.9			
#40	212.8	81.8	18.2		Tested By:	N. Pitrowski
#100	243.3	93.5	6.5		Reviewed By:	G. Putt
#200	247.6	95.2	4.8			
Total Sample	260.1	100.0	0.0			
Test Method: ASTM C117/C136 X AASHTO T11/T27 MTM 108/109						
Remarks:						
Respectfully Submitted Testing Engineers and Consultants, Inc.						



Testing Engineers and Consultants, Inc.

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Fax 248-588-6232

SIEVE ANALYSIS RESULTS

PROJECT: Pro. Vibrant Mixed Use

TEC REPORT NUMBER: 63965

LOCATION: Ypsilanti, Michigan

DATE: 1/22/2024

CLIENT: 124 Peace Plaza LLC

Material Description: Brown Gravelly Well Graded Sand
With Trace of Silt

Date Sampled: 1/8/24

Sample Source / Depth: B-3 @ 15'

Sampled By: I. Mickle

Sample Location:

TEC Lab Sample Number: 2317

Intended Use:

Remarks:

AGGREGATE ANALYSIS					
Sieve No.	Total Weight Retained	Total Percent Retained	Total Percent Passing	Specification Range	SAMPLE DATA
3"					Initial Sample Weight (g) 293.7
2-1/2"					Weight After Wash (g) 264.9
1-1/2"					Loss in Weight (g) 28.8
1"					Loss by Wash (%) 9.8%
3/4"		0.0	100.0		
1/2"	25.3	8.6	91.4		
3/8"	43.6	14.8	85.2		
#4	102.0	34.7	65.3		
#10	158.1	53.8	46.2		
#20	192.5	65.5	34.5		
#30	203.9	69.4	30.6		
#40	219.4	74.7	25.3		Tested By: N. Pitrowski
#100	257.5	87.7	12.3		Reviewed By: G. Putt
#200	264.9	90.2	9.8		
Total Sample	293.7	100.0	0.0		
Test Method: ASTM C117/C136 X AASHTO T11/T27 MTM 108/109					
Remarks:					
Respectfully Submitted: Testing Engineers and Consultants, Inc.					



Testing Engineers and Consultants, Inc.

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Fax 248-588-6232

SIEVE ANALYSIS RESULTS

PROJECT: Pro. Vibrant Mixed Use

TEC REPORT NUMBER: 63965

LOCATION: Ypsilanti, Michigan

DATE: 1/22/2024

CLIENT: 124 Peace Plaza LLC

Material Description: Brown Gravelly Medium to Fine
Sand With Some Clay

Date Sampled: 1/19/24

Sample Source / Depth: B-6 3"-2'

Sampled By: I. Mickle

Sample Location:

TEC Lab Sample Number: 2316

Intended Use:

Remarks:

AGGREGATE ANALYSIS					
Sieve No.	Total Weight Retained	Total Percent Retained	Total Percent Passing	Specification Range	SAMPLE DATA
3"					Initial Sample Weight (g) 496.8
2-1/2"					Weight After Wash (g) 414.5
1-1/2"					Loss in Weight (g) 82.3
1"		0.0	100.0		Loss by Wash (%) 16.6%
3/4"	30.5	6.1	93.9		
1/2"	48.2	9.7	90.3		
3/8"	74.9	15.1	84.9		
#4	103.1	20.8	79.2		
#10	155.9	31.4	68.6		
#20	211.6	42.6	57.4		
#30	239.0	48.1	51.9		
#40	273.1	55.0	45.0		Tested By: N. Pitrowski
#100	374.2	75.3	24.7		Reviewed By: G. Putt
#200	414.5	83.4	16.6		
Total Sample	496.8	100.0	0.0		
Test Method: ASTM C117/C136 X AASHTO T11/T27 MTM 108/109					
Remarks:					
Respectfully Submitted: Testing Engineers and Consultants, Inc.					



Testing Engineers and Consultants, Inc.

1343 Rochester Road PO Box 249 Troy, Michigan 48099-0249

248-588-6200 or 313 T-E-S-T-I-N-G

Fax 248-588-6232

SIEVE ANALYSIS RESULTS

PROJECT: Pro. Vibrant Mixed Use

TEC REPORT NUMBER: 63965

LOCATION: Ypsilanti, Michigan

DATE: 1/22/2024

CLIENT: 124 Peace Plaza LLC

Material Description: Dk Br Gravelly Medium to Fine Sand, Some Silt, Tr of Brick

Date Sampled: 1/8/24

Sample Source / Depth: B-7 @ 2.5'

Sampled By: I. Mickle

Sample Location:

TEC Lab Sample Number: 2315

Intended Use:

Remarks:

AGGREGATE ANALYSIS					
Sieve No.	Total Weight Retained	Total Percent Retained	Total Percent Passing	Specification Range	SAMPLE DATA
3"					Initial Sample Weight (g) 220.6
2-1/2"					Weight After Wash (g) 189.6
1-1/2"					Loss in Weight (g) 31.0
1"					Loss by Wash (%) 14.1%
3/4"		0.0	100.0		
1/2"	16.6	7.5	92.5		
3/8"	31.5	14.3	85.7		
#4	57.2	25.9	74.1		
#10	82.8	37.5	62.5		
#20	104.2	47.2	52.8		
#30	115.2	52.2	47.8		
#40	129.4	58.7	41.3		Tested By: N. Pitrowski
#100	172.9	78.4	21.6		Reviewed By: G. Putt
#200	189.6	85.9	14.1		
Total Sample	220.6	100.0	0.0		
Test Method: ASTM C117/C136 X AASHTO T11/T27 MTM 108/109					
Remarks:					
Respectfully Submitted: Testing Engineers and Consultants, Inc.					

Testing Engineers & Consultants, Inc.

Mr. Derric Scott, Manager
124 Peace Plaza, LLC
January 31, 2024

TEC Report: 63965

SOIL DESCRIPTIONS

In order to provide uniformity throughout our projects, the following nomenclature has been adopted to describe soil characteristics:

CONSISTENCY AND RELATIVE DENSITY

COHESIVE SOILS			GRANULAR SOILS	
UNCONFINED COMPRESSIVE STRENGTH, PSF	"N" VALUES	CONSISTENCY	"N" VALUES	RELATIVE DENSITY
Below 500	0 – 2	Very Soft	0 – 4	Very Loose
500 – 1,000	3 – 4	Soft	5 – 10	Loose
1,000 – 2,000	5 – 8	Plastic	11 – 30	Medium Compact
2,000 – 4,000	9 – 15	Firm	31 – 50	Compact
4,000 – 8,000	16 – 30	Stiff	50+	Dense
8,000 – 16,000	31 – 50	Ex. Stiff		
Over 16,000	51+	Hard		

Material Types By Particle Size

BOULDERS

COBBLES

GRAVEL

COARSE SAND

MEDIUM SAND

ASTM D2487

Stones Over 12" In Diameter

Stones 3" To 12" In Diameter

#4 To 3" Diameter

#10 To #4 Sieves

#40 To #10 Sieves

Testing Engineers & Consultants, Inc.

Mr. Derric Scott, Manager
124 Peace Plaza, LLC
January 31, 2024

TEC Report: 63965

SOIL DESCRIPTIONS (Cont'd)

Material Types By Particle Size

FINE SAND

SILT

CLAY

PEAT

MARL

SWAMP BOTTOM DEPOSITS

ASTM D2487

#200 To #40 Sieves

Minus #200 Sieve Material,
Fairly Non-Plastic, Falls Below
"A"-Line

Minus #200 Sieve Material Plastic
Material That Has A Tendency To
Stick Together, Can Be Rolled
Into Fine Rods When Moistened;
Falls Above "A"-Line

Black Organic Material
Containing Partially Decayed
Vegetable Matter

Fresh Water Deposits Of Calcium
Carbonate, Often Containing
Percentages Of Peat, Clay
& Fine Sand

Mixtures Of Peat, Marl,
Vegetation & Fine Sand
Containing Large Amounts Of
Decayable Organic Material

AFFIDAVIT

I, _____, being first duly sworn, depose and state as follows:

1. I make this Affidavit based upon my personal knowledge and would testify competently as stated if called to do the same.
2. I am the _____ of Trinity Health Michigan, a non-profit corporation formed in the State of Michigan ("Trinity Health").
3. Trinity Health is formerly known as Sisters of Mercy Health Corporation ("Sisters of Mercy").
4. Pursuant to an Easement Agreement dated September 27, 1990 and recorded in the Office of the Washtenaw County Register of Deeds at Liber 2446, Page 234 ("Easement Agreement"), Trinity Health holds a perpetual, exclusive five (5) foot easement located along a portion of the eastern boundary (the "Easement") of certain real property and improvements commonly known as 120 Pearl Street and 124 Pearl Street Ypsilanti, Michigan 48197 (the "Pearl Street Project").
5. Trinity Health has consented to permit 124 Peace Plaza LLC (together with its employees, agents, contractors, subcontractors, licensees and representatives, collectively the "Developer") non-exclusive access over, across, within, and upon the Easement for the purposes of (i) staging, constructing and installing improvements within the Easement (including but not limited to any temporary fencing in connection with the anticipated construction of the Pearl Street Project); (ii) performing maintenance and repairs to and/or replacement of any curbs, curb cuts and/or landscaping within the Easement; (iii) making any improvements to (including, but not limited to any rehabilitation or construction of) any buildings, structures, landscaping and any other improvements to the Pearl Street Project for which access over the Easement is deemed required by Developer in Developer's reasonable discretion. The foregoing access includes that of Developer and Developer's vehicles, equipment and machinery, as well as that of the City of Ypsilanti, and shall extend for a period of time reasonably determined to accommodate Developer's intended purposes as set forth herein.
6. The Easement held by Trinity Health as reflected in the Easement Agreement, has not been revoked or revised, but remains in full force and effect as of the date set forth below, and no other action is required to be taken in connection with the access granted by Trinity Health to the Developer as set forth herein.

Further, Affiant saith not.

DATED this the _____ day of June, 2024.

Signature of Affiant

STATE OF MICHIGAN)
) SS.
COUNTY OF _____)

 This instrument was acknowledged before me in _____ County,
Michigan, on June ____, 2024, by _____, the _____
_____ of Trinity Health Michigan, a Michigan non-profit corporation.

Print Name of Notary Public: _____
Notary Public, State of _____, County of _____.
My commission expires: _____.

MASTER DEED

PEARL STREET CONDOMINIUM

Drafted by and When
Recorded Return to:

Elizabeth M. Rogers, Esq.

Taft Stettinius & Hollister LLP
27777 Franklin Road, Suite 2500
Southfield, Michigan 48034

MASTER DEED

PEARL

WASHTENAW

SUBDIVISION PLAN NO. _____

COUNTY

**STREET
CONDOMINIUM**

This Master Deed (this "Master Deed") is made and executed this ____ day of _____, 2024, by 124 Peace Plaza LLC, a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is c/o 27777 Franklin Road, Ste. 2500, Southfield, Michigan 48034.

RECITALS:

A. Developer owns properties commonly known as 124 Pearl Street, 120 Pearl Street and 136 North Washington Street, Ypsilanti, Michigan.

B. Developer desires by recording this Master Deed, together with the Bylaws attached as Exhibit A and together with the Condominium Subdivision Plan attached as Exhibit B (both of which are hereby incorporated by reference and made a part of this Master Deed), to establish the real property described in Article II below, and the appurtenances thereto, as a Condominium Project (as defined below) under the provisions of the Act (as defined below).

C. Developer does, upon the recording of this Master Deed, establish Pearl Street Condominium as a Condominium Project under the Act and declares that Pearl Street Condominium (referred to as the "Condominium," the "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A, B and C hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any persons or entity acquiring or owning an interest in the Condominium, their grantees, successors, transferees, heirs, personal representatives and assigns.

D. The Project consists of three (3) Units (as defined below). Each Unit Owner (as defined below) will hold an absolute and undivided title to such Owner's Unit.

In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium shall be known as the Pearl Street Condominium, Washtenaw County Condominium Subdivision Plan No. [____], and shall be held in accordance with applicable zoning ordinances, the Governing Documents, applicable law, and all other documents of record, as a mixed use development. The number, boundaries, dimensions, area and volume of each Unit in the Condominium are set forth in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual use, having easements and rights of use as set forth in this Master Deed. Unit Owners shall have voting rights in the Pearl Street Condominium Association as set forth herein and in the Bylaws.

ARTICLE II

LEGAL DESCRIPTION

Section 1: **Legal Description for Condominium.** The real property which comprises the Condominium established by this Master Deed is the real property located within the City of Ypsilanti, Washtenaw County, Michigan, described as follows:

~~LEGAL DESCRIPTION FOR OVERALL PARCEL TO BE INSERTED~~ LAND SITUATED IN THE CITY OF YPSILANTI, COUNTY OF WASHTENAW, STATE OF MICHIGAN, DESCRIBED AS:

BEGINNING IN THE EAST LINE OF WASHINGTON STREET AT THE SOUTHWEST CORNER OF LOT NUMBER 105 IN THE ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF YPSILANTI; THENCE RUNNING NORTH ON THE WEST LINE OF SAID LOT, 3 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT TO THE EAST LINE OF SAID LOT; THENCE SOUTH 3 FEET TO THE SOUTH LINE OF SAID LOT; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT TO THE PLACE OF BEGINNING.

LOTS NUMBER 106, 108 AND 109, IN THE ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF YPSILANTI, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND; COMMENCING AT THE SOUTHWEST CORNER OF LOT 109 IN THE ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF YPSILANTI AT THE INTERSECTION OF THE NORTH LINE OF PEARL STREET WITH THE EAST LINE OF WASHINGTON STREET; RUNNING THENCE NORTH ON THE EAST LINE OF WASHINGTON STREET 85 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF PEARL STREET 110 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF WASHINGTON STREET 85 FEET TO THE NORTH LINE OF PEARL STREET; THENCE WEST ON THE NORTH LINE OF PEARL STREET 110 FEET TO THE PLACE OF BEGINNING.

COMMENCING AT THE SOUTHWEST CORNER OF LOT 109 IN THE ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF YPSILANTI, AT THE INTERSECTION OF THE NORTH LINE OF PEARL STREET WITH THE EAST LINE OF WASHINGTON STREET; RUNNING THENCE NORTH ON THE EAST LINE OF WASHINGTON STREET, 85 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF PEARL STREET 110 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF WASHINGTON STREET 85 FEET TO THE NORTH LINE OF PEARL STREET; THENCE WEST ON THE NORTH LINE OF PEARL STREET 110 FEET TO THE PLACE OF BEGINNING.

ABOVE IS ALSO DESCRIBED AS:

LOTS 106, 108, 109 AND THE SOUTH 3 FEET OF LOT 105, ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN THE TRANSCRIPTS AT PAGES 162 AND 163, WASHTENAW COUNTY RECORDS.

EASEMENT PARCEL: TOGETHER WITH NON-EXCLUSIVE RIGHTS OF INGRESS AND EGRESS AS CREATED, LIMITED AND DEFINED BY INSTRUMENT DATED SEPTEMBER

Section 2: **Legal Description for Each Unit.** The land which comprises each Unit established by this Master Deed is the real property located within the City of Ypsilanti, Washtenaw County, Michigan, described as follows:

[LEGAL DESCRIPTION FOR EACH UNIT TO BE INSERTED]

The foregoing real property described in Section 1 and Section 2 is subject to and entitled to the benefits of all easements and restrictions of record and all governmental limitations, and is further subject to all encroachments shown on the Plan.

ARTICLE III

DEFINITIONS

Certain terms used in this Master Deed and the Exhibits hereto are defined as follows:

Section 1: **Act.** The “Act” means Act 59 of the Public Acts of Michigan of 1978, as amended.

Section 2: **Affiliate.** “Affiliate” means with respect to any Person, any other Person that, directly or indirectly, whether or not through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

Section 3: **Association.** “Association” means the unincorporated association of Co-owners, of which all Unit Owners shall be members, which Association shall administer and manage the affairs of the Condominium as provided herein.

Section 4: **Bylaws.** “Bylaws” means Exhibit A hereto.

Section 5: **City.** “City” means the City of Ypsilanti, Washtenaw County, Michigan or any successor to the City relative to the property described in Article II of this Master Deed which lies within the City.

Section 6: **Common Elements.** “Common Elements”, where used without modification, shall mean both the “General Common Elements” and the “Limited Common Elements” defined and described herein.

Section 7: **Condominium.** “Condominium” means the Pearl Street Condominium as a condominium established pursuant to the provisions of the Act, and includes the land and all improvements and structures thereon, and all easements, rights and appurtenances included within the Condominium.

Section 8: **Condominium Documents.** “Condominium Documents” means this Master Deed and the Exhibits hereto.

Section 9: **Developer.** “Developer” means _____
124 Peace Plaza LLC, a Michigan limited liability company, its successors or assigns. All Development Rights of Developer reserved herein are assignable in writing; provided, however, that the conveyance of any Unit by Developer, including the conveyance of any Unit to a “successor developer” pursuant to Section 135 of the Act, shall serve to assign Developer’s Development Rights hereunder ~~to the Sponsor~~ without any further action of Developer, as provided in Article IX hereof.

Section 10: **Development Rights**. “Development Rights” means Developer’s rights to develop the Condominium as distinguished from Developer’s rights as a Unit Owner of one or more Units. Development Rights include, by way of illustration but not limitation, all rights arising from the Act or the Condominium Documents.

Section 11: **Governing Documents**. “Governing Documents” means the following documents which, together with this Master Deed, encumber and control the development and use of a portion of the Condominium, which documents Unit Owners acknowledge and agree, by acceptance of a deed or lease for such units, were delivered to each respective Unit Owner in accordance with the procedures set forth in the Michigan Condominium Act:

(a) to the extent Developer enters into any agreement with any Unit Owner after the date of this Master Deed and such document is (1) recorded against any portion of the Condominium in the appropriate register of deeds and (2) such document identifies itself as a Governing Document within the body of such document, then such document shall be considered a Governing Document as such term is defined herein.

This Master Deed and the Governing Documents are binding on all Unit Owners.

Section 12: **Majority of Unit Owners**. “Majority of Unit Owners” means not less than fifty-one percent (51%) in value of the votes of the Unit Owners.

Section 13: **Master Deed**. “Master Deed” means this document to which the Bylaws and the Plan are attached as Exhibits.

Section 14: **Mortgagee**. “Mortgagee” means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.

Section 15: **Occupant**. “Occupant” means any Person from time to time entitled to the use and occupancy of a portion of any Unit in the Condominium under any lease, sublease, license, concession or other similar agreement.

Section 16: **Owner**. “Owner” or “Unit Owner” means a person, firm, corporation, partnership, limited liability company or partnership, association, trust or other legal entity or any combination thereof who or which owns one (1) or more Units in the Condominium. Developer is a Unit Owner as long as Developer owns one (1) or more Units. The rights and obligations of any Owner may be assigned and assumed by any ground lessee of the Unit owned by such Owner.

Section 17: **Percentage of Value**. “Percentage of Value” means the Percentage of Value assigned to each Unit in this Master Deed. Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

Section 18: **Permittee**. “Permittee” means all Occupants and the officers, directors, partners, members, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants and concessionaires of Occupants insofar as their activities relate to the intended use of the Condominium.

Section 19: **Person**. “Person” means an individual, firm, corporation, partnership, association, limited liability company or partnership, trust, the state or an agency of the state, other legal entity, or any combination thereof.

Section 20: **Plan**. “Plan” or “Condominium Plan” means the Condominium subdivision plan prepared pursuant to Section 66 of the Act and attached to this Master Deed as Exhibit B. The Plan assigns a number to each Unit and includes a description of the nature, location and size of Units.

~~Section 21: **Sponsor.** “Sponsor” means _____, a
limited liability company, or any Affiliate thereof.]~~

~~Section 21: **Reserved.**~~

Section 22: **Unit or Condominium Unit.** “Unit” or “Condominium Unit” means a Unit in the Pearl Street Condominium, as such space may be described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term “Condominium Unit” as defined in the Act.

ARTICLE IV

COMMON ELEMENTS AND UNIT OWNER RESPONSIBILITIES

The Common Elements and the respective responsibilities for maintenance, decoration, repair, replacement, restoration or renovation thereof are as follows:

Section 1: **General Common Elements.**

(a) All easements which benefit the Project, either previously created or which may be established in the future.

(b) Foundations, supporting columns, structural bracing, structural portions of all exterior unit perimeter walls (including exterior windows and doors) and structural portion of all floors and ceilings (but not the interior surfaces) and such other walls as are designated on Exhibit B as General Common Elements.

(c) The signage and awnings identifying the Project and all multi-tenant, directional and informational signage located throughout the Project now existing and that may hereinafter be installed by the Developer or the Association from time to time.

(d) The electrical transmission system through the Project, including meters, switching stations and transformers and utility closets and crawl spaces housing the same, and including that portion of the system contained within Unit walls up to the point of connection with electrical outlets within any Unit.

(e) The gas line network throughout the Project, including meters and utility closets and crawl spaces housing the same, and including that contained within Unit walls up to the point of connection with gas fixtures within any Unit.

(f) The real property and beneficial easements described in Article II hereof, other than that portion identified as Units or Limited Common Elements.

(g) All landscaping, berms, trees and plantings for the Project within the Condominium.

(h) All mechanical rooms, generators, fuel storage areas, electrical transformer rooms and switchgear rooms as are designated as General Common Elements in the Plan, all building wire and multi-floor heating, cooling and air conditioning systems, including all perimeter steam heating systems. Some or all of the utility lines, including electrical, telephone, gas and storm water detention or retention areas and drainage facilities, and equipment and the telecommunications systems described herein may be owned by local public authorities, or by companies that are providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunication system, shall be General Common Elements only to the extent of the Owners’ interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

(i) All public safety systems throughout the Project, excluding those areas located within Units which are not an integrated part of the project wide public safety systems.

Safety systems include, but are not limited to, the fire suppression systems, fire department controls, emergency lighting, public address systems and fire alarms.

(j) The sanitary sewer network throughout the Project up to the point of connection with plumbing fixtures within any Unit.

(k) The telecommunications, cable phone, internet and fiber optics systems, if and when they may be installed, including switching stations and utility closets and crawl spaces housing the same, and including that portion of the system contained within any Unit walls up to the point of connection with outlets within any Unit, but excluding any switch which is owned by an Owner.

(l) All utility easements on the Project as identified in the Plan.

(m) The water distribution system throughout the Project including that contained within Unit walls up to the point of connection with plumbing fixtures within any Unit.

(n) Other elements designated as General Common Elements in the Plan, together with such other elements of the Project not herein designated as General or Limited Common Elements which are not located within the perimeter of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Section 2: **Limited Common Elements.** The Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of Unit 1 and the Owner of Unit 2, and the Owner of Unit 3, subject to the easements set forth in the Condominium Documents. The Limited Common Elements are as follows:

(a) **Utility Service Lines:** the pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television, and other utility or telecommunication services, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;

(b) **Subterranean Land:** the subterranean land located within Unit boundaries as shown on form B, including all utility and supporting lines located on or beneath that land;

(c) **Miscellaneous:** any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by Developer or the Association.

Section 3: **Maintenance Responsibilities.** Each Owner shall be individually responsible for the routine cleaning, maintenance, repair, and replacement of all Limited Common Elements appurtenant to the Owner's Unit.

Section 4: **Unit Owner Responsibilities.** Except as otherwise provided in this Master Deed, each Unit Owner shall be responsible, at its sole cost and expense, for the operation, maintenance, repair and replacement of the Owner's Unit and all appurtenances thereto.

Section 5: **Association Responsibilities.** Except as otherwise provided in this Master Deed, the responsibility for, and the costs of, operating, maintaining, landscaping, decorating, insuring, repairing, renovating, restoring and replacing all structural and non-structural aspects of the General Common Elements, including, without limitation, the driveways and sidewalks shown on the Plan, and of all the Limited Common Elements other than as described in Section 2 above (~~which shall be the obligation of the Sponsor~~), shall be borne by the Association and such costs shall be expenses of administration to be assessed in accordance with the Condominium Documents. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to any Unit, but shall have the right to do so.

ARTICLE V

CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1: **Description of Units and Percentage of Value.** The Condominium currently consists of three (3) Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as Exhibit B. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The Percentage of Value assigned to each Unit shall be determinative of the proportionate share of each respective Unit Owner in the proceeds and expenses of the Association, if any. The total percentage value of the Condominium is one hundred percent (100%). The method and formula used by Developer to establish the following Percentages of Value was to divide the square footage of each Unit by the total number of square feet within the Condominium. The Percentages of Value for each Unit are as follows:

<u>Unit Number</u>	<u>Also Known As</u>	<u>Percentage of Value</u>
1	124 Pearl Street	31%
2	120 Pearl Street	1%
3	136 N. Washington	68%
TOTAL		100%—

ARTICLE VI

RESTRICTIVE AND PROTECTIVE COVENANTS AND EASEMENT GRANTS AND RESERVATIONS

Section 1: **Electrical Facilities Easements.**

(a) Developer hereby reserves for itself and its successors and assigns for use by Developer and its successors and assigns and the employees and agents of each, a perpetual easement on, over, across and under the areas shown on Exhibit B attached hereto (the “Electrical Facilities Easement Areas”) for purposes of installing, maintaining, repairing, replacing and improving the electrical utility lines and related facilities and equipment described on Exhibit B attached hereto (the “Electrical Facilities”) which will be for the benefit of the Units.

(b) Each Owner shall be responsible for performing or causing to be performed all construction, maintenance, upkeep, operation, repair and replacement duties for the Electrical Facilities within its Unit. Each Owner shall operate, maintain, repair, replace the Electrical Facilities within its Unit in a manner commercially reasonable for similar properties located in Southeast Michigan.

(c) Each Owner from time to time owning a Unit (or any part thereof) shall be responsible during its time of ownership for the costs and expenses of such maintenance, insurance, upkeep, repair and replacement of the Electrical Facilities located on its Unit.

Section 2: **Water Facilities Easements.**

(a) Developer hereby reserves for itself and its successors and assigns for use by Developer, its successors and assigns and the agents and employees of each, a perpetual easement on, over, across and under the areas shown on Exhibit B attached hereto (the “Water Facilities Easement Areas”) for purposes of installing, maintaining, repairing, replacing and improving the water lines and related facilities and equipment described on Exhibit B attached hereto (the “Water Facilities”) which will be for the benefit of the Units.

(b) Developer shall be responsible for performing all construction, maintenance, upkeep, operation, repair and replacement duties for the Water Facilities. Developer shall operate, maintain, repair, replace the Water Facilities in a manner commercially reasonable for similar properties located in Southeast Michigan.

(c) Each Owner from time to time owning a Unit (or any part thereof) shall be responsible during its time of ownership for the costs and expenses of such maintenance, insurance, upkeep, repair and replacement of the Water Facilities located on its Unit.

Section 3: **Reciprocal Easement.**

(a) Developer hereby grants to the Owner of Unit 1, the Owner of Unit 2, the Owner of Unit 3 and their respective successors, assigns, agents, employees, occupants, guests, tenants and invitees, for use by the Owner of Unit 1, the Owner of Unit 2, the Owner of Unit 3 and their respective successors, assigns, agents, employees, occupants, guests, tenants and invitees, a perpetual easement on, over, across and under the areas shown on Exhibit B attached hereto (the "Easement Areas") for purposes of pedestrian ingress and egress on, over and across the Easement Areas now or hereafter constructed within, or adjacent to, the Easement Areas shown on Exhibit B attached hereto.

(b) The Owner of Unit 1, the Owner of Unit 2 and the Owner of Unit 3 from time to time shall be responsible during their respective time of ownership for the costs and expenses of such maintenance, operation, insurance, repair and replacement of the Easement Areas.

Section 4: **Parking Easements.**

(a) Developer hereby grants to the Owner of Unit 1, the Owner of Unit 2, the Owner of Unit 3 and their respective successors, assigns, agents, employees, occupants, guests, tenants and invitees, for the use by the Owner of Unit 1, the Owner of Unit 2, the Owner of Unit 3 and their respective successors, assigns, agents, employees, occupants, guests, tenants and invitees, a perpetual easement for vehicular parking on, over, and across the area shown on Exhibit B attached hereto (the "Parking Easement Areas") now or hereafter constructed within, or adjacent to, the Parking Easement Areas as shown on Exhibit B attached hereto.

Section 5: **Developer's Reserved Easements.**

(a) Developer reserves the right and power to grant easements over or dedicate portions of the Condominium for utility, street, safety and construction purposes as may be necessary for the benefit of the Condominium and which easements or dedications are consistent with the Plan and applicable law, and all persons acquiring any interest in the Condominium shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to make such easements or dedications.

(b) Developer expressly reserves unto itself, its successors and assigns, full easement rights in all Units of the Condominium for the purpose of initially constructing and completing the Developer improvements.

Section 6: **Parking and Encroachments.** All Owners and their respective agents, employees, occupants, guests, tenants and invitees shall have access to and from their Units at all times, unless roadways, driveways or other access rights of way are temporarily closed for repair or construction purposes.

Section 7: **Easement in Favor of the Association.** There shall be easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements in the Project for access to the Units, water and sewage disposal systems and other utilities, and the exterior and interior of each of the buildings that is now existing

or hereafter constructed within the Project to permit the maintenance, repair, replacement, and/or decoration thereof in accordance with the terms hereof. Each Owner shall be responsible for maintenance of the interior of an Owner's Unit and the Limited Common Elements appurtenant to such Unit to the extent set forth in this Master Deed, except as otherwise provided herein. In the absence of performance by the Owner involved, the Association may undertake the maintenance of such Unit or Limited Common Element after it has delivered written notice thereof at least fifteen (15) days prior to such work, except in the case of an emergency where no prior notice shall be required. If such work is performed upon a Unit or Limited Common Element by the Association, the Owner thereof shall reimburse the Association for all costs thereof within fifteen (15) days of billing or the Association shall have the right to recover its expenses in the same manner as established for the collection of assessments in the Bylaws. In no event shall the Association be liable for the decoration, maintenance, repair or replacement of any portion of the interior of any Unit. There also shall exist easements to and in favor of the Association, and its officers, directors, agents and designees in, on and over all Units and Common Elements of the Project for access to and maintenance of those Common Elements of the Project for which the Association may from time to time be responsible.

Section 8: **Access.** Each Owner shall have the right to access and enter upon the Units for purposes of installing, maintaining, repairing, replacing and improving overhead and/or underground facilities within the Easement Areas (as defined below) for which such Owner is responsible hereunder. No Owner shall erect any building, or permanent structure, fence or other improvement that may interfere with the electrical lines or equipment belonging to the other Owners located in the Easement Areas. For purposes hereof, the term "Easement Areas" shall mean the Electrical Facilities Easement Areas, the Water Facilities Easement Areas, the Easement Areas, and any other areas over which any easement is granted hereunder.

ARTICLE VII

AMENDMENTS

This Master Deed and any Exhibits hereto may be amended in the following manner:

Section 1: **Amendments.** Subject to the limitations herein stated, amendments may be made by Developer and/or the Association.

Section 2: **Unit Owner and Mortgagee Consents.** If the amendment will materially change the rights of the Unit Owners or Mortgagees, then such amendment requires the written consent of not less than two-thirds (2/3) of the votes of the Unit Owners by number. Each Section in this Master Deed and the Bylaws requiring the written consent of not less than two-thirds (2/3) of the votes of the Unit Owners by number shall only be amended upon the written consent of not less than two-thirds (2/3) of the votes of the Unit Owners by number

Section 3: **By Developer.** Notwithstanding Section 2 above, but subject to the limitation of Section 4 below, Developer reserves the right to amend this Master Deed and any of the following purposes without the consent of Unit Owners or Mortgagees.

- (a) To modify the dimensions and boundaries of Units owned by Developer;
- (b) To modify the dimensions and boundaries of Units in order to enclose building structures or improvements which were intended to be within the Unit;
- (c) To amend the Bylaws, subject to any restrictions or amendments stated in this Master Deed or the Bylaws;

(d) To correct arithmetic errors, typographical errors, survey errors, or any other errors in the Master Deed, Plan or Bylaws;

(e) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;

(f) To subdivide Units owned by the Developer as permitted by this Master Deed and to adjust Percentages of Value in connection therewith as required by this Master Deed so long as access to any Units is not impeded;

(g) To record an "as-built" Plan showing buildings and/or improvements within the Condominium, if it is deemed desirable to do so;

(h) To change Percentages of Values, if necessary, in order to conform to the method and formula for determining Percentages of Value as stated in Article V above; and

(i) To make any other amendments expressly permitted by this Master Deed or the Bylaws.

The foregoing provisions do not impose upon Developer or Association any obligation to make such amendments.

Section 4: **Limitations on Amendments.** Notwithstanding any other provision of this Article VII, the method and formula used to determine the Percentages of Value of Units in the Condominium, as described in Article V, may not be modified without the consent of each affected Unit Owner. A Unit Owner's Unit dimensions may not be modified without the Unit Owner's consent. Neither the Association nor the Developer may make any amendment at any time which materially diminishes the rights of any Unit Owner or which materially increases the obligations of any Unit Owner without the Unit Owner's prior written consent. Unit Owners acknowledge and agree, by acceptance of a deed or lease to a Unit, that amendments made to modify any part of the improvements proposed to be constructed in the Condominium do not constitute a material change to any Unit Owner.

ARTICLE VIII

SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provisions of the Master Deed or the Bylaws, Units owned by the Developer may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article. Any such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1: **Subdivide.** The Owner of Unit 1, the Owner of Unit 2, and the Owner of Unit 3 have the right to subdivide any Unit owned by such Owner, and such subdivision shall not be required to be contiguous.

Section 2: **Amendment of Master Deed.** Such subdivision, re-subdivision or consolidation of Units or the relocation of Unit boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by Developer, its successors or assigns. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of

the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units, if appropriate, in order to preserve a total Percentage of Value of one hundred percent (100%) for the entire Condominium resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in Percentage of Value shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining Percentages of Value for the Condominium.

Section 3: **Consent of Unit Owners and Mortgagees**. All of the Unit Owners and Mortgagees of Units and other Persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of Percentages of Value of Units which are necessary in conjunction with such amendment or amendments. All such interested Persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits hereto.

ARTICLE IX

TRANSFER OF DEVELOPMENT RIGHTS

Developer's Development Rights may be conveyed or assigned by Developer, all or in part, in a written, recorded instrument signed by Developer and the transferee which expressly transfers such rights.

[signature page follows]

IN WITNESS WHEREOF, Developer has caused this Master Deed to be executed the day and year first above written.

DEVELOPER:

124 PEACE PLAZA, LLC,
a Michigan limited liability company

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, the _____ of 124 Peace Plaza LLC, a Michigan limited liability company, on behalf of the company.

Printed Name: _____

Notary Public, County of _____, MI

My Commission Expires: _____

Acting in the County of _____, MI

Drafted By and When Recorded Return To:

Elizabeth M. Rogers, Esq.
Taft Stettinius & Hollister LLP
27777 Franklin Road, Suite 2500
Southfield, Michigan 48034

ASSOCIATION OF UNIT OWNERS

The Pearl Street Condominium, a condominium located in the City of Ypsilanti, Washtenaw County, Michigan, shall be administered by an Association of Unit Owners which shall be a nonprofit corporation, herein referred to as the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the affairs of the Condominium in accordance with any Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(9) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Unit Owner shall be entitled to membership and no other Person shall be entitled to membership. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Unit Owner's Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium available at reasonable hours to Unit Owners, prospective purchasers and prospective Mortgagees of Units in the Condominium. The Association, all Unit Owners in the Condominium and all Persons using or entering upon or acquiring any interest in any Unit therein shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents, if any. All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE II

ASSESSMENTS

The Association's levying of assessments against the Units and collection of such assessments from the Unit Owners in order to pay the expenses arising from the operation of the Association shall be governed by the following provisions:

Section 1: **Receipts and Expenditures Affecting Administration.** All costs incurred by the Association in satisfaction of any maintenance costs or liability arising within, caused by, or connected with the Common Elements and easements for which the Association has maintenance responsibility or the administration of the Project shall constitute expenditures affecting the administration of the Project, and all sums received and the proceeds of, or pursuant to, any policy of insurance securing the interest of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute receipts affecting the administration of the Condominium.

Section 2: **Determination of Assessments.** Assessments shall be determined in accordance with the following provisions:

(a) **Special Assessments.** Special Assessments may be made by the Board of Directors from time to time and approved by the Unit Owners as hereinafter provided to meet other appropriate requirements of the Association. Special assessments referred to in this subparagraph (a) shall be levied only with the prior written approval of not less than two-thirds (2/3) of the votes of the Unit Owners by number; provided, however, that if a special assessment is necessary to maintain the Condominium as a mixed-use development, then the Association shall make the

special assessment without a vote of the Unit Owners, and effectuate the necessary repairs, maintenance or replacements as expeditiously as possible. The authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 3: **Apportionment of Assessments**. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Unit Owners to cover expenses of management, administration and operation of the Condominium shall be apportioned among and paid by the Unit Owners then required to pay such assessments as follows: each such Unit Owner shall pay a share of such assessments equal to such assessments multiplied by a fraction, the numerator of which is the Percentage of Value assigned to such Unit Owner's Unit in Article V of the Master Deed, and the denominator of which is the total Percentage of Value of the Units then required to pay Association assessments.

Section 4: **Payment of Assessments and Penalty for Default**. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of ten percent (10%) per annum until the assessment is paid in full. Each Unit Owner (whether 1 or more Persons) shall be, and remain, personally liable for the payment of all assessments (including interest, late charges and costs of collection and enforcement of payment) levied against the Unit which may be levied while such Unit Owner is the Unit Owner thereof, except a land contract purchaser from any Unit Owner including the Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which, if applicable, such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest and other charges for late payment on such assessments; and third, to assessments in default in order of their due dates. A Unit Owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve, account or other asset of the Association.

Section 5: **Effect of Waiver of Use of Abandonment of Unit**. A Unit Owner's abandonment of the Unit Owner's Unit shall not exempt the Unit Owner from liability for the Unit Owner's contribution toward the expenses of administration.

Section 6: **Enforcement**.

(a) **Remedies**. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien securing or which secures payment of assessments. A Unit Owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to and empowered to take possession of the Unit (if the Unit is not occupied by the Unit Owner) and to lease the Unit and collect and apply the rental therefrom. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings**. Each Unit Owner, and every other Person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the statutory lien that secures payment of assessments either by judicial action or by advertisement. The provisions of Michigan law

pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Unit Owner and every other Person who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or cause to be sold the Unit with respect to which the assessment(s) is or are delinquent to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by Michigan law. Each Unit Owner of a Unit in the Condominium acknowledges that at the time of acquiring title to the Unit Owner's Unit, the Unit Owner was notified of the provisions of this subparagraph and that the Unit Owner voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) **Notice of Action.** The Association may not commence proceedings to foreclose a lien for unpaid assessments without recording and serving a notice of lien in the following manner:

(i) The notice of lien shall set forth the legal description of the Unit or Units to which the lien attaches, the name of the Unit Owner of record thereof and the amount due the Association as of the date of the notice, exclusive of interest, costs, attorneys fees and future assessments.

(ii) The notice of lien shall be in recordable form, executed by an authorized representative of the Association, and may contain such other information as the Association deems appropriate.

(iii) The notice of lien shall be recorded in the office of the register of deeds in the county in which the Condominium is situated and shall be served upon the delinquent Unit Owner by first class mail, postage prepaid, addressed to the last known address of the Unit Owner at least ten (10) days in advance of the commencement of the foreclosure proceedings.

(d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, plus any late charges, shall be chargeable to the Unit Owner in default and shall be secured by the lien on the Unit.

Section 7: **Liability of Mortgagee.** Notwithstanding any other provisions of the Condominium Documents, if the Mortgagee of a first mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage, such Person, its successors and assigns, is not liable for the assessments of the Association chargeable to the Unit which became due prior to the acquisition of the Unit by such Person and the expiration of the period of redemption from such foreclosure. The unpaid assessments are deemed to be common expenses collectible from all of the Unit Owners including such Person, its successors and assigns.

Section 8: **Developer's Responsibility for Assessments.** Notwithstanding any other provisions of the Condominium Documents to the contrary, the Developer shall not pay assessments for Units which are owned by the Developer but unoccupied, but shall at all times pay all expenses of maintaining, repairing and replacing the Units that it owns. Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs.

Section 9: **Unpaid Assessments Due on Unit Sale or Lease: Statement of Unpaid Assessments.** Upon the sale, conveyance or lease of a Unit, all unpaid assessments against the Unit shall be paid out of the sale or lease price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision thereof for taxes or special assessments due and unpaid on the Unit, and (b) payments due under first mortgages having priority thereto. A purchaser or lessee of a Unit is entitled to a written statement from the Association setting forth the amount of unpaid assessments outstanding against the Unit and the purchaser or lessee is not liable for any unpaid assessment in excess of the amount set forth in such written statement, nor shall the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser, grantee or lessee who fails to request a written statement from the Association as provided herein at least five (5) days before the sale or lease, or to pay unpaid assessments against the Unit at the closing of the Unit purchase or lease, if such a statement was requested, shall be liable for any unpaid assessments against the Unit together with interest, costs and attorneys' fees incurred in connection with the collection thereof.

Section 10: **Property Taxes and Special Assessments.** All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 11: **Construction Liens.** A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts 1980, as amended, shall be subject to Section 132 of the Act.

ARTICLE III

JUDICIAL ACTIONS AND CLAIMS

Actions undertaken by the Association and Unit Owners with respect to their obligations under the Condominium Documents shall be brought in the name of the Association, the Owner of Unit 1, the Owner of Unit 2 or the Owner of Unit 3, as applicable. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of the Owner of Unit 1, the Owner of Unit 2 or the Owner of Unit 3, and shall be governed by the requirements of this Article III. The requirements of this Article III will ensure that the Unit Owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Unit Owner shall have standing to sue to enforce the requirements of this Article III. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

Section 1: **Board of Directors' Recommendation to Unit Owners.** The Association's Board of Directors shall be responsible in the first instance for recommending to the Unit Owners that a civil action be filed, and supervising and directing any civil actions that are filed. Notwithstanding the foregoing, before any civil action is filed, the Board of Directors shall follow the following procedures:

(a) The Board of Directors, or an authorized representative of the Board of Directors, shall attempt to meet with the opposing party on no less than five (5) occasions in an effort to resolve the dispute without the need for civil action.

(b) In the event the dispute cannot be resolved after five (5) meetings, the parties may agree to continue negotiations. If the parties wish to discontinue negotiations, the Board of Directors shall have the matter referred to non-binding mediation in a further attempt to resolve the dispute without the need for civil action. Each side shall select one (1) mediator, and those mediators shall agree on one (1) mediator, for a total of three (3) mediators. The cost of such mediation shall be borne by the Association.

(c) If, at the end of such mediation, the parties are unable to resolve the dispute, the Board of Directors shall be entitled to seek civil action in a court of competent jurisdiction, in accordance with the provisions of these Bylaws.

(d) Any statements, representations, and/or admissions made during the course or for the purpose of any mediation session ("Information") are strictly confidential and shall not be disclosed to any individual or entity other than the parties, their counsel, and the mediator. The term "Information" shall include documents and materials created or provided for purposes of the mediation that are not otherwise discoverable under Michigan procedural rules. No Information shall be offered or considered as evidence in any judicial, administrative, investigative, or subsequent proceeding or for any other purpose. The mediation sessions shall not be transcribed or recorded. The parties shall require the mediator to destroy all information or materials that have been created by or provided to him/her, including all notes, records, or documents generated during the course of mediation, after the mediation concludes. Any recommendations, proposals, determinations, or decisions by the mediator shall have no binding or precedential effect and shall not be offered or considered as evidence in any judicial, administrative, investigative, or subsequent proceeding or for any other purpose.

Section 2: **Litigation Evaluation Meeting.** Before an attorney is engaged for purposes of resolving any dispute, either through meetings with the opposing party, mediation or filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Unit Owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Unit Owners of the date, time and place of the litigation evaluation meeting shall be sent to all Unit Owners by certified mail not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

(a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:

(b) The litigation attorney's (as defined below) written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(c) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case and all potential appeals ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(d) The litigation attorney's proposed written fee agreement.

(e) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action (including trial and subsequent appeals) both in total and on a monthly per Unit basis, as required by Section 5 of this Article III.

Section 3: **Fee Agreement with Litigation Attorney.** The Association shall have a written hourly fee agreement with the attorney (“litigation attorney”) the Board of Directors recommends be retained to represent the Association in the proposed civil action, and any other attorney retained to handle the proposed civil action. The litigation attorney shall provide written proof to the Association that it has appropriate malpractice insurance.

Section 4: **Unit Owner Vote Required.** At the litigation evaluation meeting the Unit Owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of the Owner of Unit 1, or the Owner of Unit 2 or the Owner of Unit 3. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 5: **Litigation Special Assessment.** All legal fees incurred in pursuit of any civil action that is subject to Section 1 through 9 of this Article III shall be paid by special assessment of the Unit Owners (litigation special assessment”). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by the Owner of Unit 1 or the Owner of Unit 2 or the Owner of Unit 3. If the litigation attorney proposed by the Board of Directors is retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Unit Owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Unit Owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

Section 6: **Attorney’s Written Report.** During the course of any civil action authorized by the Unit Owners pursuant to this Article III, upon request by the Board of Directors or any Unit Owner, the retained attorney shall submit a written report (“attorney’s written report”) by certified mail to the Board of Directors and all Unit Owners setting forth (together with proof to the Board of Directors that all Unit Owners received the required notice):

(a) The attorney’s fees, the fees of any experts retained by the attorney, and all other costs of the litigation preceding the date of the attorney’s written report (“reporting period”).

(b) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to or received from opposing counsel during the reporting period.

(c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

(d) The costs incurred in the civil action through the date of the written report, as compared to the attorney’s estimated total cost of the civil action.

(e) Whether the originally estimated total cost of the civil action remains accurate and, if not, any revised projections of costs.

Section 7: **Monthly Board Meetings.** The Board of Directors shall call a general meeting monthly during the course of any civil action to discuss and review:

(a) the status of the litigation;

(b) the status of settlement efforts, if any; and

- (c) the attorney's written report.

ARTICLE IV

INSURANCE

Section 1: **Responsibilities of Association.** The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Condominium Project, carry broad coverage general liability insurance and worker's compensation insurance in commercially reasonable amounts to be determined by the Association in its discretion. The Association shall carry any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium Project and the administration of the Condominium Project. The Board of Directors shall have the right to require that the Association carry officer's and director's liability insurance in such amounts determined by the Board of Directors. Such insurance shall be carried and administered in accordance with the following provisions:

(a) All insurance shall be purchased by the Association for the benefit of the Association, Developer and the Owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of the Owners.

(b) All General Common Elements and Limited Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, replacement value with an agreed amount endorsement, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

(c) All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, Developer and the Owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

(e) When a claim is made on any of the insurance policies maintained by the Association which is subject to a deductible amount, the deductible amount shall be paid by the Owner of the damaged Unit or appurtenant Limited Common Element sustaining the damage. In the case of damage to a General Common Element, the deductible shall be paid by the Association.

Section 2: **Authority of Association to Settle Insurance Claims.** Each Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as its true and lawful attorney-in-fact to act in connection with all matters concerning insurance pertinent to the Condominium Project and the General Common Elements appurtenant thereto, with such insurers as may from time to time provide such insurance for the Condominium Project. Without limiting the generality of the foregoing, the Association as said attorney, to the extent authorized by the Board of Directors, shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, Developer, the Owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to settle all insurance claims, to execute

releases of liability and to execute all documents and to do all things on behalf of the Owners and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3: **Responsibilities of Owners.**

(a) Each Owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the Unit owned by such Owner and for the Owner's personal property located therein or thereon or elsewhere on the Condominium Project. All policies shall contain standard mortgage clauses naming the mortgagees or the servicers of mortgages, as the case may be. There is no responsibility on the part of the Association to insure any such improvements or personal property whatsoever. All insurance each Owner is required to carry shall be an amount equal to the full replacement value, excluding foundation and excavation costs. Each Owner shall be obligated to obtain insurance coverage (or may self insure with the consent of the Association) for personal liability for occurrences associated with its Unit (naming the Association as an additional insured), and also for any other personal insurance coverage that the Owner wishes to carry. Such insurance shall be carried in such minimum amounts as may be specified by the Association and each Owner shall furnish evidence of such coverage to the Association upon request. Each policy shall provide for notification to the Association and each first mortgage holder named in the mortgage clause at least ten (10) days prior to cancellation or material change in coverage. Each Owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Owner hereunder. In the event of the failure of an Owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such Owner and the premiums therefor shall constitute a lien against the Owner's Unit which may be collected from the Owner in the same manner that Association assessments may be collected in accordance with Article II hereof.

Section 4: **Waiver of Right of Subrogation.** The Association and each Owner shall use their best efforts to cause all property insurance carried by the Association or any Owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against an Owner or the Association.

Section 5: **Indemnification.** Each Owner shall indemnify and hold harmless every other Owner, the Developer and the Association for all damages and costs, including attorneys' fees, which any other Owner, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence within an individual Owner's Unit and shall carry insurance (or may self insure with the consent of the Association) to secure this indemnity if so required by the Association. This Section 5 shall not be construed to give any insurer any subrogation rights or other right or claim against any individual Owner, whatsoever.

ARTICLE V ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1: **Association Responsibility for Repair.** Except as otherwise provided in the Master Deed, the Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property to a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association or if at any time during such reconstruction or repair, or upon

completion of the reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 2: **Timely Reconstruction and Repair.** If damage to General Common Elements or a Unit adversely affects the appearance or utility of the Condominium Project, the Association or Owner responsible for the reconstruction, repair and maintenance thereof shall thereafter proceed with replacement of the damaged property without delay. The affirmative vote of more than fifty percent (50%) of the Owners shall determine whether to rebuild, repair or replace any damage to the General Common Elements or to take any other action as they deem appropriate. The Association, acting through its Board of Directors, may negotiate on behalf of all Owners for insurance settlement. Any negotiated settlement must be approved by more than fifty percent (50%) of the Owners.

Section 3: **Owner's Responsibility for Repairs.**

(a) If the damage is only to a part of a Unit which is the responsibility of an Owner to maintain, repair or replace as set forth in the Master Deed, it shall be the responsibility of the Owner to maintain, repair and replace such damage in accordance with Section 3(b) below. In all other cases, the responsibility for maintenance, repair and replacement shall be that of the Association.

(b) Each Owner shall be responsible for the maintenance, repair and replacement of the contents of such Owner's Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether freestanding or built-in. In the event damage to interior walls within an Owner's Unit, or to pipes, wires, conduits, ducts or other Common Elements therein, or to any fixtures and equipment which are standard items within a Unit, is covered by insurance held by the Association, then the replacement or repair shall be the responsibility of the Association in accordance with Section 1, however, any applicable insurance deductible amount shall be paid by the Owner of the Unit and/or appurtenant Limit Common Element. If any other items located within a Unit are covered by insurance held by the Association for the benefit of the Owner, the Owner shall be entitled to receive the proceeds of such insurance, and if there is a mortgagee's endorsement, the proceeds shall be payable to the Owner and the mortgagee jointly.

Section 4: **Eminent Domain.** The following provisions shall control upon any taking by eminent domain:

(a) If any portion of the General Common Elements is taken by eminent domain, the award shall be allocated to the Owners and their mortgagees in proportion to their respective undivided interests in the Common Elements and the affirmative vote of more than fifty percent (50%) of the Owners shall determine whether to rebuild, repair or replace the portion so taken or to take any other action as they deem appropriate. The Association, acting through its Board of Directors, may negotiate on behalf of all Owners for any taking of Common Elements. Any negotiated settlement approved by more than fifty percent (50%) of the Owners shall be binding on all Owners.

(b) In the event of any taking of all or any portion of a Unit by eminent domain, the award for that taking shall be paid to the Owner of that Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If an Owner's

entire Unit is taken by eminent domain, that Owner and its mortgagee shall, after acceptance of the condemnation award thereafter, be divested of all interest in the Condominium Project.

(c) In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentage of value of the remaining Owners based upon the continuing value of the Condominium of one hundred percent (100%). The amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Owner or their mortgagee.

(d) In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units of the Condominium.

(e) To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 5: **Priority of Mortgage Interests.** Nothing contained in the Condominium Documents shall be construed to give an Owner, or any other party, priority over any rights of mortgagees of Units pursuant to their mortgages in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

Section 1: **Uses Permitted.**

(a) The Units in the Condominium shall only be used for such purposes as may be permitted under applicable zoning laws and the Governing Documents. The Units shall be operated in accordance with standards prevailing for first-class commercial mixed use buildings in Ypsilanti, Michigan of comparable quality to that of the Condominium Project.

(b) Unit 1 (and any Units which may be subdivided therefrom) may be used only for [REDACTED] **Commercial, Restaurant, Retail and Office Use** and other lawful ancillary uses, provided that such ancillary uses are (x) ancillary to the primary use of Unit 1 for [REDACTED] **Commercial, Restaurant, Retail and Office Use**, (y) primarily for the use of the Unit 1 Owner or its Occupants, and (z) permitted in accordance with all applicable laws.

(c) Unit 2 (and any Units which may be subdivided therefrom) may be used only for [REDACTED] **Commercial, Retail Use**, and other lawful ancillary uses, provided that such ancillary uses are (x) ancillary to the primary use of Unit 2 for [REDACTED] **Commercial, Retail Use**, (y) primarily for the use of the Unit 2 Owner or its Occupants, and (z) permitted in accordance with all applicable laws.

(d) Unit 3 (and any Units which may be subdivided therefrom) may be used only for [REDACTED] **Residential, Multi-family, Commercial, Retail Use**, and other lawful ancillary uses, provided that such ancillary uses are (x) ancillary to the primary use of Unit 3 for [REDACTED] **Residential, Multi-family,**

Commercial, Retail Use, (y) primarily for the use of the Unit 3 Owner or its Occupants, and (z) permitted in accordance with all applicable laws.

Section 2: **Unit Owner Maintenance**. Each Unit Owner shall maintain the Unit owned, all improvements therein, in a safe, clean and sanitary condition.

Section 3: **Reserved Rights of Developer**.

(a) **Enforcement of Bylaws**. The Developer shall have the right to enforce these Bylaws regardless of whether Developer owns a Unit in the Condominium, which right of enforcement shall include without limitation an action to restrain the Association or any Unit Owner from any activity prohibited by these Bylaws.

ARTICLE VII

MORTGAGES

Section 1: **Notice to Association**. Any Unit Owner who mortgages its Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a Mortgagee of any such Unit, report any unpaid assessments due from the Unit Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Condominium written notification of any default in the performance of the obligations of the Unit Owner of such Unit that is not cured within sixty (60) days.

Section 2: **Insurance**. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3: **Notification of Meetings**. Upon request submitted to the Association any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII

VOTING

Section 1: **Vote**. Except as limited in these Bylaws, each Unit Owner shall be entitled to one (1) vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the Percentage of Value allocated to the Units owned by such Unit Owner as set forth in the Master Deed, when voting by value. In the case of any Unit owned jointly by more than one Unit Owner, the voting right appurtenant to that Unit may be exercised jointly as a single vote or may be split if all joint Unit Owners of the Unit so agree in writing.

Section 2: **Eligibility to Vote**. No Unit Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until the Unit Owner has presented evidence of Unit Ownership of a Unit in the Condominium to the Association. The vote of each Unit Owner may be cast only by the individual representative designated by such Unit Owner in the notice required in Section 3 of this Article VIII or by a proxy given by such individual representative.

Section 3: **Designation of Voting Representative**. Each Unit Owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Unit Owner. Such notice shall state the name, address and daytime telephone and facsimile numbers of the individual representative designated, the number or numbers of the Unit or Units owned by the Unit Owner, and the name and address of each Person who is the Unit

Owner. Such notice shall be signed and dated by the Unit Owner. The individual representative designated may be changed by the Unit Owner at any time by filing a new notice in the manner herein provided. At any meeting the filing of such written notice as a prerequisite to voting may be waived by the chairman of the meeting.

Section 4: **Quorum.** The presence in person or by proxy of a Majority of Unit Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which meeting such person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5: **Voting.** Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6: **Majority.** Unless otherwise required by law or by the Condominium Documents, any action which could be authorized at a meeting of the members shall be authorized by a Majority of Unit Owners in value. The foregoing statement and any other provision of the Master Deed, these Bylaws requiring the approval of a majority (or other stated percentage) of the members shall be construed to mean, unless otherwise specifically stated, a Majority of Unit Owners qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the Unit Owners duly called and held.

ARTICLE IX

MEETINGS

Section 1: **Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 2: **Annual Meetings.** Annual meetings of members of the Association shall be held on the third Tuesday of March each year at such time and place as shall be determined by the Board of Directors. At such meetings there shall be selected a Board of Directors in accordance with the requirements of these Bylaws. The Unit Owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 3: **Special Meetings.** It shall be the duty of the President to call a special meeting of the Unit Owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Unit Owners in number presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated above.

Section 4: **Notice of Meetings.** It shall be the duty of the Secretary (or other Association office in the Secretary's absence) to serve a written notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Unit Owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Unit Owner at the address shown in the notice required by Article VIII, Section 3 of these Bylaws to be filed with the Association shall be deemed notice served. Any member may, by written waiver of notice signed

by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 5: **Adjournment.** If any meeting of Unit Owners cannot be held because a quorum is not in attendance, the Unit Owners who are present may adjourn the meeting to a time not less than twenty-four (24) hours from the time the original meeting was called, and notice of the meeting shall be provided as set forth in Section 4 of this Article IX with the exception of the ten (10) to sixty (60) days prior written notice requirement.

Section 6: **Order of Business.** The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) determination of whether quorum is present; (c) proof of notice of meeting or waiver of notice; (d) reading of minutes of preceding meeting; (e) reports of officers; (f) reports of committees; (g) selection of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 7: **Action Without Meeting.** Any action may be taken at a meeting of the members (except for the election or removal of directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 4 of this Article IX for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a quorum which would be required if the action were taken at a meeting; and (ii) a total percentage of approvals which equals or exceeds the percentage of approvals that would be required for approval if the action were taken at a meeting.

Section 8: **Minutes: Presumption of Notice.** Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X

BOARD OF DIRECTORS

Section 1: **Number of Qualification of Directors.** The Board of Directors shall be comprised of three (3) directors. The Owner of Unit 1, the Owner of Unit 2 and the Owner of Unit 3 shall each be entitled to designate one (1) director. All directors must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Directors shall serve without compensation.

Section 2: **Designation of Nondeveloper Unit Owner Directors.** Developer shall surrender control of the Board of Directors to the nondeveloper Unit Owners on a Unit-by-Unit basis as Units are sold. At the time the Developer closes title to a Unit, the Unit Owner of such Unit shall designate a director in substitution for one of the directors designated by the Developer.

Section 3: **Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things necessary thereto subject always to the Condominium Documents and applicable laws.

Section 4: **Other Duties.** In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) To manage and administer the affairs of and to maintain the Condominium in accordance with the strict standards of the Master Deed.

(b) To levy and collect assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.

(e) To own, maintain, improve, operate and manage, and to buy, sell, convey, assign, mortgage or lease (as lessor or lessee) any real or personal property (including any Unit and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(f) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(g) To enforce the provisions of the Condominium Documents.

Section 5: **Management Agent.** The Board of Directors shall employ for the Association a professional management agent (which may include the Developer or any Person related thereto) as required by Article IV, Section 3 of the Master Deed at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, which violates of Section 55 of the Act.

Section 6: **Vacancies.** Vacancies in the Board of Directors, caused by any reason, shall be filled by designation of a new director by the member that designated the director leaving office. The Person so selected shall be a director until a successor is appointed at the next annual meeting of the members of the Association.

Section 7: **Removal.** At any regular or special meeting of the Board of Directors, any one or more of the directors may be removed, with or without cause, by the Association members respectively entitled to select such directors.

Section 8: **First Meeting.** The first meeting of a newly elected Board of Directors shall be held within ten (10) days of appointment at such place as shall be fixed by the directors at the meeting at which such directors were selected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9: **Regular Meetings.** Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular

meetings of the Board of Directors shall be given to each director personally or by certified mail return receipt requested, at least ten (10) days prior to the date named for such meeting.

Section 10: **Special Meetings**. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director given personally or by certified mail return receipt requested, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two directors.

Section 11: **Waiver of Notice**. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12: **Quorum**. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for purposes of determining a quorum.

Section 13: **First Board of Directors**. All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the Association, and any undertaking or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed before the Transitional Control Date shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly selected by nondeveloper Unit Owners.

Section 14: **Fidelity Bond**. The Board of Directors shall require that all officers, directors, agents and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XI

OFFICERS

Section 1: **Officers**. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one Person.

(a) **President**. The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the power to appoint committees

from among the member of the Association from time to time in the President's discretion as may be deemed appropriate to assist in the conduct of the affairs of the Association.

(b) **Vice President.** The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors.

(c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association and shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and shall, in general, perform all duties incident to the office of the Secretary.

(d) **Treasurer.** The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from, time to time, be designated by the Board of Directors.

Section 2: **Election.** The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3: **Removal.** Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and the officer's successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4: **Duties.** The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XII

FINANCE

Section 5: **Records.** The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and any other expenses incurred by or on behalf of the Association and the Unit Owners. Such accounts and all other Association records shall be open for inspection by the Unit Owners and their Mortgagees during reasonable working hours. The Association shall prepare and distribute to each Unit Owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefore. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 6: **Fiscal Year.** The fiscal year of the Association shall initially be a calendar year, beginning on January 1 and ending on December 31 of each year. The commencement date of the fiscal year shall be subject to change by the Board for accounting reasons or other good cause.

Section 7: **Bank.** Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Board and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, incurred by or imposed upon the director or officer in connection with any proceeding to which the director or officer may be a party, or may become involved, by reason of the director or officer being or having been a director or officer of the Association, whether or not a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of such director's duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Unit Owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate. The costs of any officers' and directors' liability insurance shall be expenses of administration.

ARTICLE XIV

AMENDMENTS

These Bylaws may be amended by the Association or by the Developer in the manner provided in the Master Deed. Any amendment to these Bylaws shall become effective upon recordation in the office of the Register of Deeds in the County in which the Condominium is located. A copy of each amendment to these Bylaws shall be made available to every member of the Association after adoption; provided however, that any amendment adopted in accordance with this Article shall be binding upon all Persons who have an interest in the Condominium irrespective of whether such Persons actually receive a copy of the amendment. These Bylaws may not be amended in any manner to materially reduce or eliminate the rights of any first Mortgagees without the consent of the Mortgagees affected.

ARTICLE XV

COMPLIANCE

The Association and all present or future Unit Owners, Occupants, or any other Person acquiring an interest in or using the Condominium in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern, unless otherwise expressly provided to the contrary in the Condominium Documents.

ARTICLE XVI

DEFAULT; SELF-HELP

Section 1: Default by a Unit Owner.

(a) If any Owner or any person holding under or through such Owner shall violate any easement, restriction or covenant contained in the Condominium Documents, which shall be capable of being cured by the payment of money, then in such event, the aggrieved Owner or Developer shall give the Owner causing the violation written notice of the violation. If the Owner receiving the notice shall fail to cure the violation within seven (7) days after service with respect to a violation of maintaining insurance or other violation capable of being cured by the payment of money, then and in such event, the aggrieved Owner or Developer shall have the right to make such payment of money on behalf of the Owner causing the violation. The cost of the aggrieved Owner or Developer performing such obligations shall be a lien on the Unit of the party who shall have failed to perform and shall be paid to the aggrieved Owner or Developer by the Owner who shall have failed to perform such obligation, which amount shall be due upon receipt by the Owner of invoices therefor, and which amount shall bear interest thereon from the time that such invoices are delivered to the Owner which failed to perform, until the time paid, at a rate equal to seven percent (7%) per annum or the highest rate allowed by law, whichever is lower. The Owners, by accepting or acquiring any interest in the Project, agree for themselves, their successors and assigns, that the lien provided for in this Section is a consensual agreement to encumber real property pursuant to MCL § 565.25(2)(c) and hereby grant the power of sale for such purpose. The aggrieved party may enforce collection by foreclosure of the lien securing payment by the means set forth in the Michigan Foreclosure by Advertisement Statute, being MCL § 600.3201, *et seq.*, as amended. The rights granted under this Section 6 shall not be the exclusive remedy of the aggrieved Owner or Developer, but shall be in addition to all rights and remedies in law or in equity.

(b) In the event of a violation by any Owner of any of the easements, restrictions or covenants contained in the Condominium Documents which violation cannot be cured by the payment of money, then in such event, any Owner or Developer aggrieved by the violation may institute appropriate proceedings to have the continuance of the violation enjoined and shall have the right to take any other action available to it in law and equity to be compensated for damages resulting from the violation. As a condition precedent to the institution of such action, the Owner or Developer aggrieved by the violation shall give the Owner causing the violation written notice that the Owner causing the violation shall have thirty (30) days to cure the violation. In the event

that the violation cannot be reasonably cured within such thirty (30) day time period, the Owner causing the violation shall have such additional time as may be reasonably necessary to cure the same, provided such Owner shall commence to cure the violation within the aforesaid thirty (30) day period and proceed diligently thereafter to complete the cure.

(c) In the event an Owner shall fail to cure a default within applicable notice and cure periods set forth herein, then the aggrieved Owner or Developer may enter upon the defaulting Owner's Unit and cure the default at the defaulting Owner's cost and expense. Payment of such cost and expense shall be made by the defaulting Owner within thirty (30) days after receiving an invoice from the non-defaulting party.

Section 2: In the event that an aggrieved Owner or Developer shall, in good faith, believe that a default by one of the other Owners hereto has created an emergency endangering persons or property, then no prior notice shall be required to permit the curing Owner or Developer to act immediately to take such action as is reasonably necessary to cure said default; provided it gives the defaulting Owner such notice as is reasonable under the circumstances and, in any event, immediately upon commencing the curing action.

Section 3: No Owner or Developer may exercise the foreclosure remedy provided for in the Condominium Documents unless they shall have first provided written notice of the default, the amount in arrears and their intention to exercise such remedy to any mortgage lender with a lien on the Unit subject to foreclosure and such mortgage lender has failed to cure the payment default within thirty (30) days of the mailing of the written notification. The Owners shall advise one another and the Developer, from time to time, of the name and address of each mortgage lender on their respective Unit.

Section 4: If any Owner fails to maintain the Easement Areas or other Limited Common Elements for which such Owner is responsible, such aggrieved Owner(s) shall notify such defaulting Owner of such failure and such defaulting Owner shall have thirty (30) days from the notice date to cure such deficiency. If such defaulting Owner has not cured such deficiency within said thirty (30) days (or commenced to cure such deficiency and is diligently working to cure the same provided such deficiency is not reasonably capable of being cured within such thirty (30) day period), or any extension thereof reasonably granted by such aggrieved Owner(s), then such aggrieved Owner(s) shall be granted a temporary easement to enter upon, on and over the portions of the Project containing the Easements and Facilities for the purposes of curing such deficiency. If such aggrieved Owner(s) exercises its self-help rights under this Section, such aggrieved Owner(s) shall be allowed to bill all costs related to its curing of the deficiency to such defaulting Owner.

ARTICLE XVII

REMEDIES

Section 1: **Default by a Unit Owner.** Subject to Article XVI hereof, any default by a Unit Owner shall entitle the Association or another Unit Owner or Unit Owners to the following relief:

(a) **Legal Action.** Failure to comply with any of the terms or provisions of the Condominium Documents or the regulations of the Association shall be grounds for relief, which may include without limitation an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Unit Owner or Unit Owners, in compliance with the provisions of Article III of these Bylaws.

(b) **Recovery of Costs.** In any proceeding arising because of an alleged default by any Unit Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the Court, which shall be chargeable to the Unit Owner in default and may be secured by a lien on any Unit owned by such Unit Owner. In no event shall any Unit Owner be entitled to recover such attorneys' fees from the Association.

Section 2: **No Waiver.** The failure of the Association or of any Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Unit Owner to enforce such right, provision, covenant or condition in the future.

Section 3: **Cumulative Rights, Remedies and Privileges.** All rights, remedies and privileges granted to the Association or any Unit Owner or Unit Owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 4: **Enforcement of Provision of Condominium Documents.**

(a) A Unit Owner may maintain an action against the Association and its officers and directors to compel such persons to enforce the provisions of the condominium Documents. A Unit Owner may maintain an action against any other Unit Owner for injunctive relief or for damages or any combination thereof for noncompliance with the Condominium Documents or the Act.

(b) Within ten (10) days after written demand (which demand shall include copies of invoices reflecting costs), the Association shall reimburse the Unit Owner(s) that took action under the preceding paragraph for any sum reasonably expended by the Unit Owner(s) to perform the necessary maintenance, repair or replacement.

ARTICLE XVIII

SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provision or covenants of such documents or the remaining portions of any terms, provision or covenants held to be partially invalid or unenforceable.

ARTICLE XIX

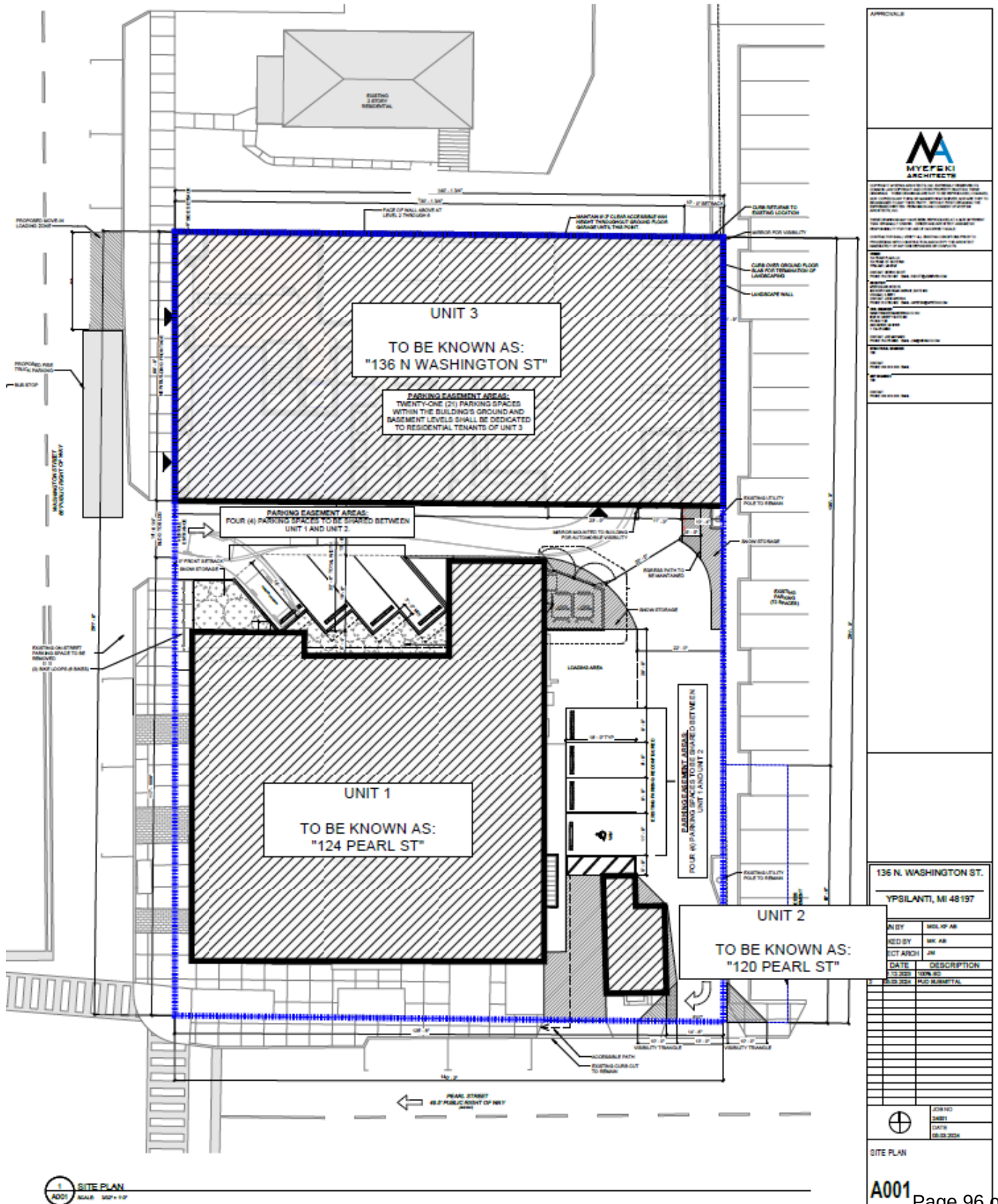
LEASING

The Owners may each lease, sublease or allow others to occupy all or any portion of their Units or any Limited Common Element appurtenant thereto at any time and from time to time without the consent of the Developer, Association or the other Owners.

PEARL STREET CONDOMINIUM

EXHIBIT B

CONDOMINIUM SUBDIVISION PLAN



THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING RECORDS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE, THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

THE OWNER SHALL NOT USE OR AUTHORIZE ANY OTHER PERSON TO USE THE DRAWINGS, SPECIFICATIONS, ELECTRONIC DATA AND OTHER INSTRUMENTS OF SERVICE ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT OR FOR COMPLETION OF THE PROJECT BY OTHERS SO LONG AS WASHTEENAW ENGINEERING COMPANY (WECO) IS NOT ADJOINED TO BE IN DEFAULT UNDER THIS AGREEMENT. REUSE WITHOUT WECO'S PROFESSIONAL INVOLVEMENT WILL BE AT THE OWNER'S SOLE RISK AND WITHOUT LIABILITY TO WECO. THE OWNER SHALL INDEMNIFY AND HOLD WASHTEENAW ENGINEERING COMPANY (WECO), WECO'S CONSULTANTS AND AGENTS AND OFFICES OR ANY OF THEM FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF UNAUTHORIZED REUSE OF DRAWINGS, SPECIFICATIONS, ELECTRONIC DATA OR OTHER INSTRUMENTS OF SERVICE.

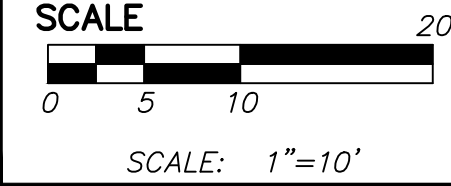


BOUNDARY & TOPOGRAPHICAL INFORMATION BY: KEM-TEC, DATED: 12-4-23, PROVIDED BY CLIENT.

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BENCHMARK BM1=MAG NAIL IN EAST SIDE OF UTILITY POLE, 15'± EAST OF 124 PEARL STREET, ELEV=736.14 (NAVD 88).
BM2=TOP OF FLANGE ON NORTH SIDE OF HYDRANT, 21'± SOUTH OF THE SW CORNER OF 124 PEARL STREET, ELEV=736.68 (NAVD 88).

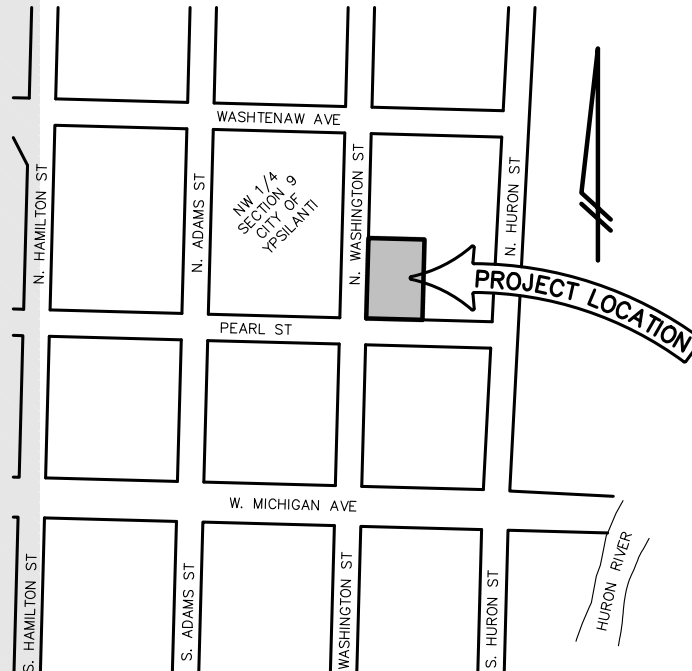
REVISIONS 2-26-24 PER CITY REVIEW, 3-13-24 UPDATED PLANS, 3-28-24 PUD SUBMITTAL, 5-3-24 PUD SUBMITTAL, 5-24-24 PUD SUBMITTAL UPDATE.



PREPARED BY *Joseph K. Maynard*
JOSEPH K. MAYNARD P.E., MICH No. 52559



WASHTENAW COUNTY SOIL SURVEY CLASSIFICATION
STB = ST. CLAIR CLAY LOAM,
2 TO 6 PERCENT SLOPES
SOILS ARE BASED ON USDA SOIL SURVEY OF WASHTENAW COUNTY.



VICINITY MAP

(DESCRIPTION BY OTHERS)
LAND SITUATED IN THE CITY OF YPSILANTI, COUNTY OF WASHTENAW, STATE OF MICHIGAN, DESCRIBED AS:

BEGINNING IN THE EAST LINE OF WASHINGTON STREET AT THE SOUTHWEST CORNER OF LOT NUMBER 105 IN THE ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF YPSILANTI; THENCE RUNNING NORTH ON THE WEST LINE OF SAID LOT, 3 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT TO THE EAST LINE OF SAID LOT; THENCE SOUTH 3 FEET TO THE SOUTH LINE OF SAID LOT; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT TO THE PLACE OF BEGINNING.

LOTS NUMBER 106, 108 AND 109, IN THE ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF YPSILANTI, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND, COMMENCING AT THE SOUTHWEST CORNER OF LOT 109 IN THE ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF YPSILANTI AT THE INTERSECTION OF THE NORTH LINE OF PEARL STREET WITH THE EAST LINE OF WASHINGTON STREET; RUNNING THENCE NORTH ON THE EAST LINE OF WASHINGTON STREET 85 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF PEARL STREET 110 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF WASHINGTON STREET 85 FEET TO THE NORTH LINE OF PEARL STREET; THENCE WEST ON THE NORTH LINE OF PEARL STREET 110 FEET TO THE PLACE OF BEGINNING.

COMMENCING AT THE SOUTHWEST CORNER OF LOT 109 IN THE ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF YPSILANTI, AT THE INTERSECTION OF THE NORTH LINE OF PEARL STREET WITH THE EAST LINE OF WASHINGTON STREET; RUNNING THENCE NORTH ON THE EAST LINE OF WASHINGTON STREET, 85 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF PEARL STREET 110 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF WASHINGTON STREET 85 FEET TO THE NORTH LINE OF PEARL STREET; THENCE WEST ON THE NORTH LINE OF PEARL STREET 110 FEET TO THE PLACE OF BEGINNING.

ABOVE IS ALSO DESCRIBED AS:
LOTS 106, 108, 109 AND THE SOUTH 3 FEET OF LOT 105, ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN THE TRANSCRIPTS AT PAGES 162 AND 163, WASHTENAW COUNTY RECORDS.

EASEMENT PARCEL:
TOGETHER WITH NON-EXCLUSIVE RIGHTS OF INGRESS AND EGRESS AS CREATED, LIMITED AND DEFINED BY INSTRUMENT DATED SEPTEMBER 07, 1971 RECORDED NOVEMBER 29, 1972 IN LIBER 1420, PAGE 934, WASHTENAW COUNTY RECORDS.

LEGEND

- FOUND MONUMENT (AS NOTED)
- (R&M) RECORD AND MEASURED
- (R) RECORD DIMENSION
- (M) MEASURED DIMENSION
- ⊗ ELECTRIC MANHOLE
- ⊕ ELECTRIC METER
- ⊞ ELECTRIC PANEL
- ⊙ UTILITY POLE
- ⊕ GAS VALVE
- ⊕ PUBLIC LIGHTING MANHOLE
- ⊕ SQUARE CATCH BASIN
- ⊕ FIRE HYDRANT
- ⊕ WATER GATE MANHOLE
- ⊕ WATER VALVE
- ⊕ UNKNOWN MANHOLE
- ⊕ AIR CONDITIONING UNIT
- ⊕ BOLLARD
- ⊕ LIGHTPOST/LAMP POST
- ⊕ PARKING METER
- ⊕ SINGLE POST SIGN
- ⊕ HANDICAP PARKING
- ⊕ PARCEL BOUNDARY LINE
- PLATTED LOT LINE
- TAX PARCEL LINE
- EASEMENT (AS NOTED)
- BUILDING OVERHANG/AWNING
- CONCRETE CURB
- RAISED CONCRETE
- × FENCE (AS NOTED)
- WALL (AS NOTED)
- OVERHEAD UTILITY LINE
- GAS LINE
- SANITARY LINE
- STORM LINE
- WATER LINE
- MINOR CONTOUR LINE
- MAJOR CONTOUR LINE
- ASPHALT
- CONCRETE

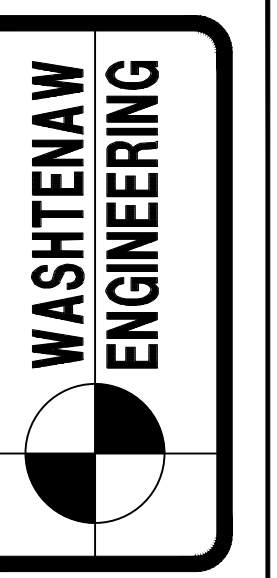
CLIENT

SHEET

PROJECT

SECTION 9 TOWN 3 SOUTH RANGE 7 EAST

CIVIL ENGINEERS
PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS
3526 W. LIBERTY RD
ANN ARBOR, MI 48103
TEL. 734-761-8800



MYEFSKI ARCHITECTS
(NO SCALE)
400 NORTH MICHIGAN AVE
SUITE 400-0611
CHICAGO, IL 60611
TEL. 312-763-2400
MYEFSKI.COM

EXISTING CONDITIONS

11-11-40-486-030
136 N. WASHINGTON

CITY OF YPSILANTI
WASHTENAW COUNTY • MICHIGAN
DATE 1-12-24 JOB NO. 33074
DWG NO. 074-excon
FIELD BOOK NONE
FILE NO. 10843
C1.0
SHEET



THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING RECORDS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS POSSIBLE FROM INFORMATION AVAILABLE, THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

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811
Know what's below.
Call before you dig.

BOUNDARY & TOPOGRAPHICAL INFORMATION BY: KEM-TEC, DATED: 12-4-23, PROVIDED BY CLIENT.

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BENCHMARK BM1=MAG NAIL IN EAST SIDE OF UTILITY POLE, 15'± EAST OF 124 PEARL STREET, ELEV=736.14 (NAVD 88).
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REVISIONS 2-26-24 PER CITY REVIEW, 3-13-24 UPDATED PLANS, 3-28-24 PUD SUBMITTAL, 5-3-24 PUD SUBMITTAL, 5-24-24 PUD SUBMITTAL UPDATE.

SCALE 0 5 10 20
SCALE: 1"=10'

PREPARED BY *Joseph K. Maynard*
JOSEPH K. MAYNARD P.E., MICH No. 52559

STATE OF MICHIGAN
JOSEPH K. MAYNARD
ENGINEER
No. 52559
LICENSED PROFESSIONAL ENGINEER

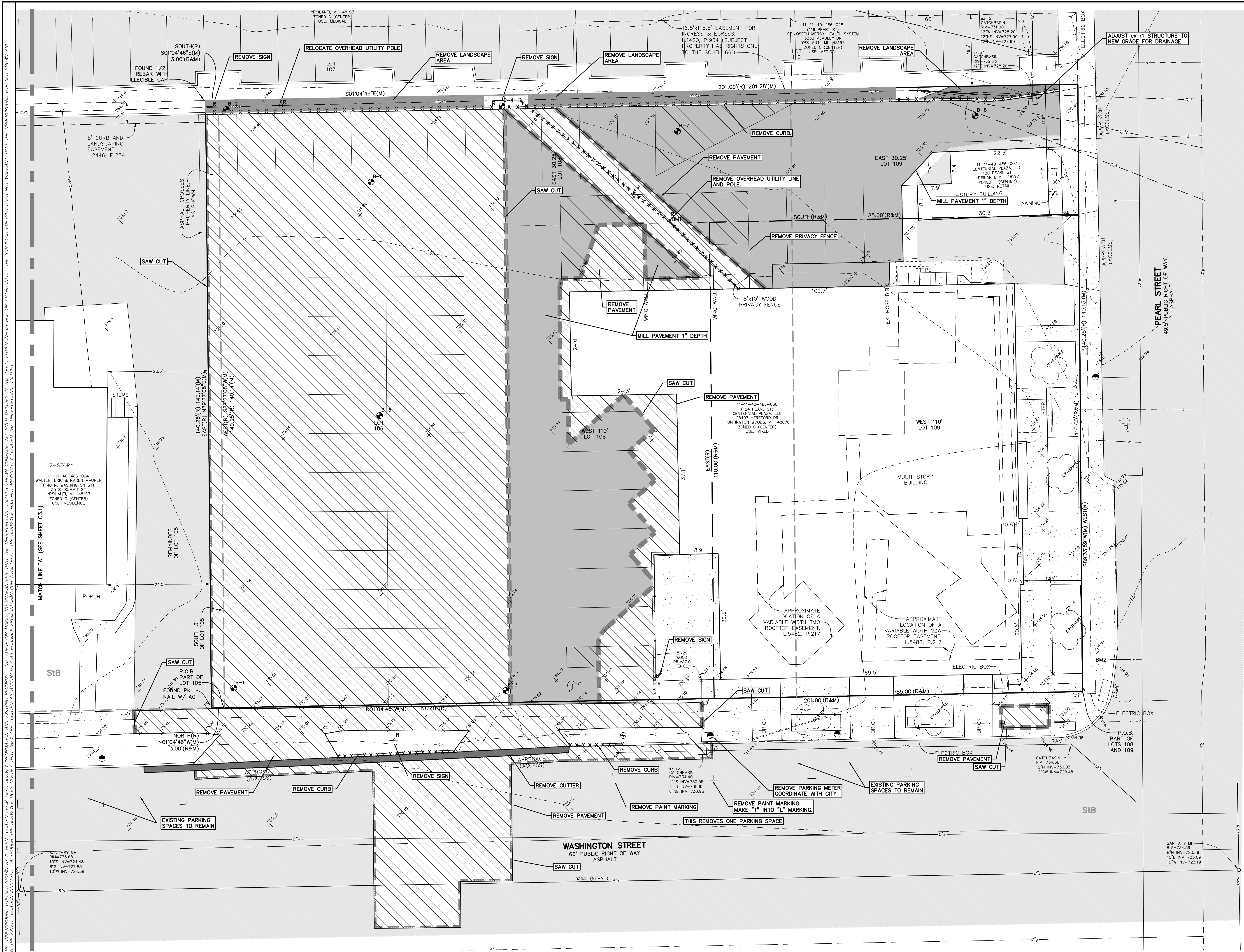
WASHTENAW COUNTY SOIL SURVEY CLASSIFICATION
S1B = ST. CLAIR CLAY LOAM,
2 TO 6 PERCENT SLOPES
SOILS ARE BASED ON USDA SOIL SURVEY OF WASHTENAW COUNTY.

NATURAL FEATURES STATEMENT
TOPOGRAPHY
The developed land is flat, urban land within the CBD of the City of Ypsilanti. There are no significant gradients across the property.
WETLANDS
The property is urban land located within the downtown area; there are no wetland features on the property.
THREATENED AND ENDANGERED SPECIES
There are no endangered, threatened plants or animal species on the property.
100 YEAR FLOOD PLAIN
The property lies in 'Area of minimal flood hazard' zone X
STEEP SLOPES
There are no steep slopes on the property.
WATER COURSES
There are no nature water courses on the property.
NATURAL FEATURES
The property is located at 136 Washington Street within the City of Ypsilanti. The existing site has minimal domestic landscaping with ornamental trees and shrub. Bluegrass lawn is restricted to the medians along the adjoining street and sidewalks. There are NO native species plant materials in this area.
OPEN SPACE
The property is urban developed land located in the CBD of the City of Ypsilanti. There is no open space on the property that is occupied solely by a multi-story building and associated parking lot.

CLIENT
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400 NORTH MICHIGAN AVE
SUITE 400
CHICAGO, IL 60611
TEL: 312-763-2400
MYEFSKI.COM

PROJECT
11-11-40-486-030
136 N. WASHINGTON

SECTION 9 **TOWN** 3 **SOUTH** **RANGE** 7 **EAST**
CITY OF YPSILANTI
WASHTENAW COUNTY • MICHIGAN
DATE 1-12-24
JOB NO. 33074
DWG NO. 074-not Ref
FIELD BOOK NONE
SHEET
C2.0
FILE NO. 10843



WASHTENAW COUNTY SOIL
SURVEY CLASSIFICATION
StB = ST. CLAIR CLAY LOAM,
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OF WASHTENAW COUNTY.

REMOVAL LEGEND

XXXXXXX	REMOVE ITEM
-----	REMOVE LINE/CURB
-----	REMOVE GUTTER
-----	REMOVE PAVEMENT
-----	MILL PAVEMENT 1" DEPTH
-----	SAW CUT
-----	REMOVE LANDSCAPE AREA

LEGEND

●	FOUND MONUMENT (AS NOTED)
(R&M)	RECORD AND MEASURED
(R)	RECORD DIMENSION
(M)	MEASURED DIMENSION
⊙	ELECTRIC MANHOLE
⊙	ELECTRIC METER
⊙	ELECTRIC PANEL
⊙	UTILITY POLE
⊙	GAS VALVE
⊙	PUBLIC LIGHTING MANHOLE
⊙	SQUARE CATCH BASIN
⊙	FIRE HYDRANT
⊙	WATER GATE MANHOLE
⊙	WATER VALVE
⊙	UNKNOWN MANHOLE
⊙	AIR CONDITIONING UNIT
⊙	BOLLARD
⊙	LIGHTPOST/LAMP POST
⊙	PARKING METER
⊙	SINGLE POST SIGN
⊙	HANDICAP PARKING
⊙	PARCEL BOUNDARY LINE
⊙	PLATTED LOT LINE
⊙	TAX PARCEL LINE
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⊙	BUILDING OVERHANG/AWNING
⊙	CONCRETE CURB
⊙	RAISED CONCRETE
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⊙	WALL (AS NOTED)
⊙	OVERHEAD UTILITY LINE
⊙	GAS LINE
⊙	SANITARY LINE
⊙	STORM LINE
⊙	WATER LINE
⊙	MINOR CONTOUR LINE
⊙	MAJOR CONTOUR LINE
⊙	ASPHALT
⊙	CONCRETE

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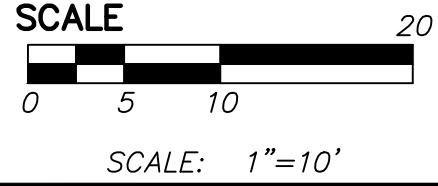


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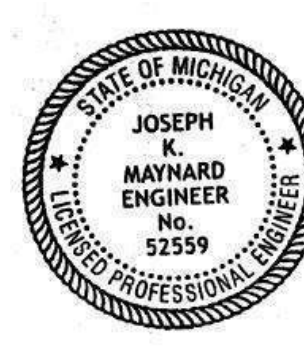
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PREPARED BY *Joseph K. Maynard* JOSEPH K. MAYNARD P.E., MICH No. 52559



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ENGINEERING**

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**REMOVAL
PLAN**

PROJECT
11-11-40-486-030
136 N. WASHINGTON

SECTION 9 TOWN 3 SOUTH RANGE 7 EAST
CITY OF YPSILANTI
WASHTENAW COUNTY • MICHIGAN
DATE 1-12-24 JOB NO. 33074
DWG NO. 074-rem SHEET
FIELD BOOK NONE
FILE NO. 10843

C3.0

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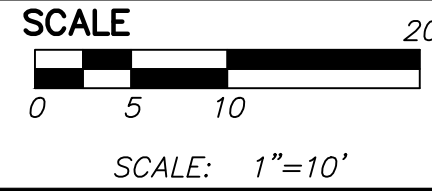


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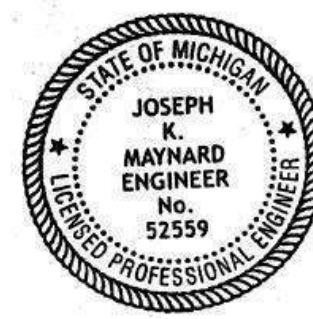
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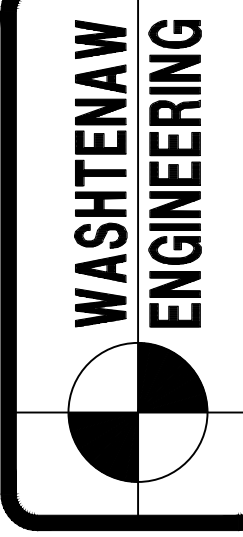
PREPARED BY

JOSEPH K. MAYNARD P.E., MICH No. 52559



**WASHTENAW COUNTY SOIL
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StB - ST. CLAIR CLAY LOAM,
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REMOVAL PLAN

11-11-40-486-030
136 N. WASHINGTON

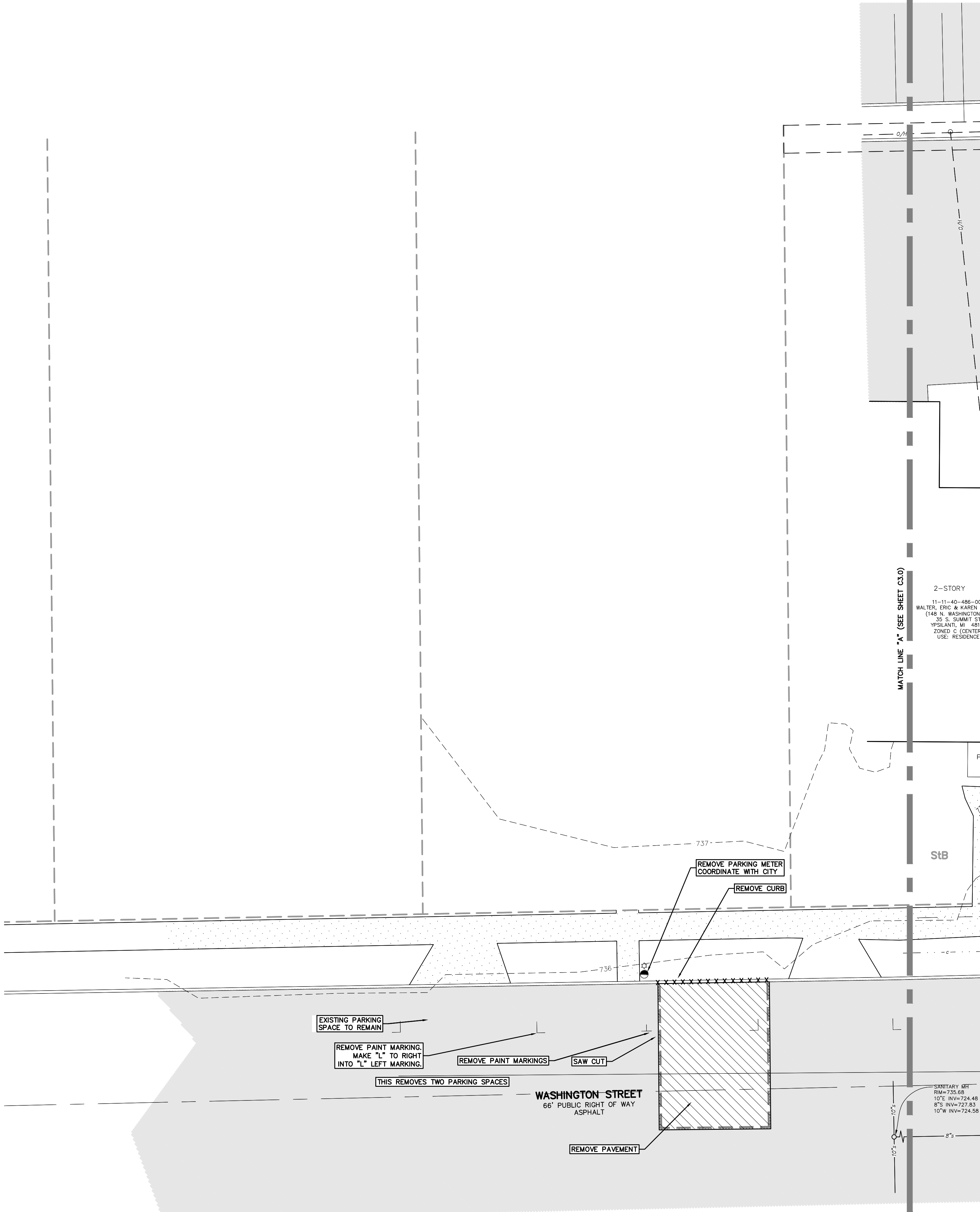
SECTION 9 TOWN 3 SOUTH RANGE 7 EAST
CITY OF YPSILANTI
WASHTENAW COUNTY • MICHIGAN
DATE 1-12-24 JOB NO. 33074
DWG NO. 074-rem
FIELD BOOK NONE
SHEET C3.1
FILE NO. 10843

REMOVAL LEGEND

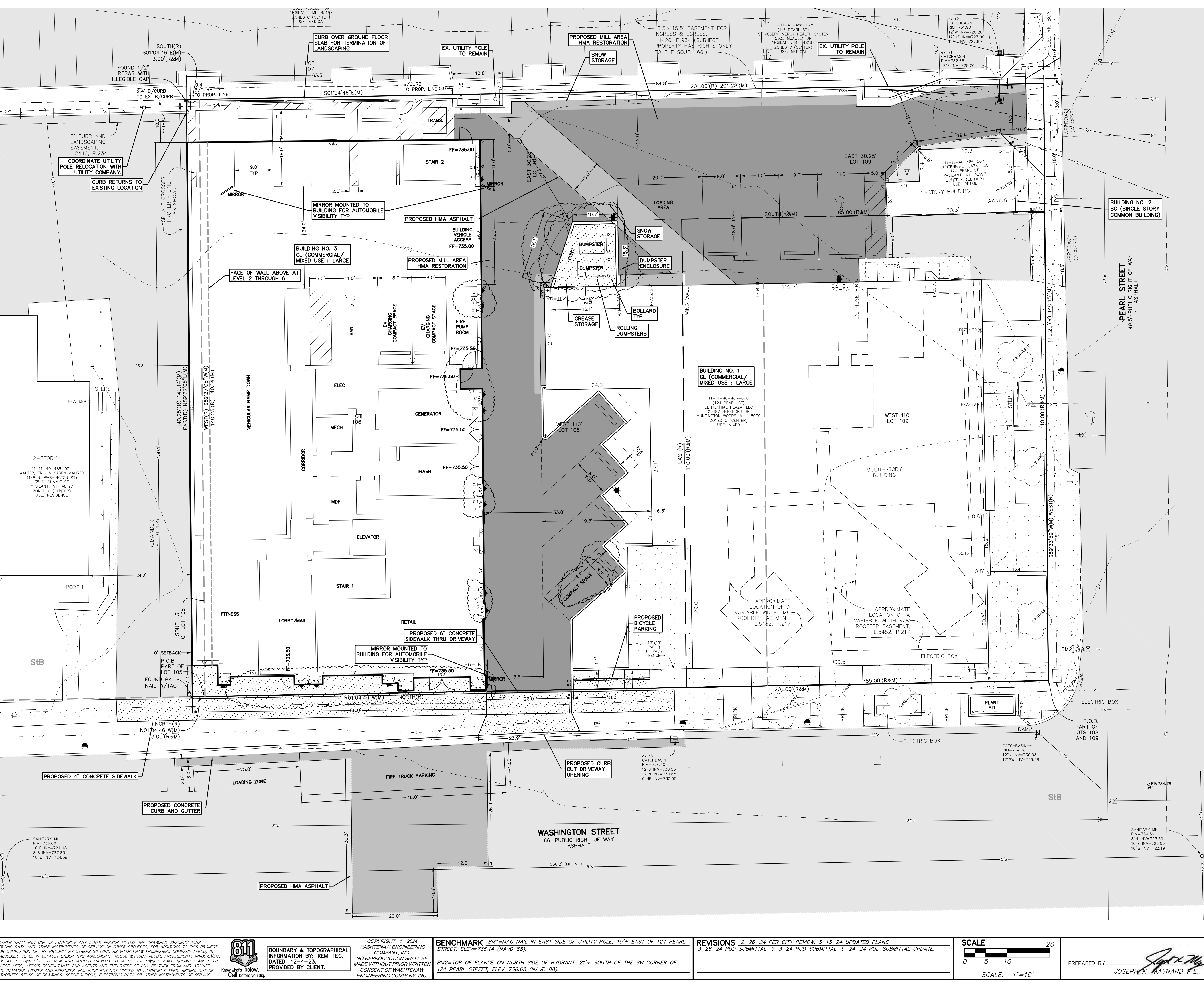
- XXXXXXXXXX R REMOVE ITEM
--- R REMOVE LINE/CURB
--- R REMOVE CUTTER
--- R REMOVE PAVEMENT
--- R MILL PAVEMENT 1" DEPTH
--- R SAW CUT

LEGEND

- FOUND MONUMENT (AS NOTED)
(R&M) RECORD AND MEASURED
(R) RECORD DIMENSION
(M) MEASURED DIMENSION
⊕ ELECTRIC MANHOLE
⊖ ELECTRIC METER
⊞ ELECTRIC PANEL
⊟ UTILITY POLE
⊠ GAS VALVE
⊡ PUBLIC LIGHTING MANHOLE
⊢ SQUARE CATCH BASIN
⊣ FIRE HYDRANT
⊤ WATER GATE MANHOLE
⊥ WATER VALVE
⊦ UNKNOWN MANHOLE
⊧ AIR CONDITIONING UNIT
⊨ BOLLARD
⊩ LIGHTPOST/LAMP POST
⊪ PARKING METER
⊫ SINGLE POST SIGN
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SANITARY SEWER USAGE CALCULATION
PROPOSED MULTIPLE-FAMILY RESIDENCE USE = 1.0 ERU PER UNIT
TOTAL NUMBER OF PROPOSED UNITS = 60 UNITS
STORES USE = 0.30 ERU PER 1000 SFT
TOTAL AREA OF STORE (RETAIL AND FITNESS AREA) = 1,616 SFT
TOTAL EXISTING WATER USE = 0.0 GPD

PROPOSED WATER USE =
60 UNITS, 1.0 ERU @ 3.5 PERSONS PER ERU * 100 GPD PER PERSON = 21,000 GPD
1,616 SFT/1000 SFT, 0.30 ERU @ 3.5 PERSONS PER ERU * 100 GPD PER PERSON = 170 GPD
ERU WATER USE: 21,170 GPD * 1 ERU/350 GPD = 60.5 ERU
PEAK WATER USE: 60.5 ERU * 3.5 PERSONS PER ERU = 212 PERSONS
PEAKING FACTOR $(18 + 0.212 * 0.5) / (4 + 0.212 * 0.5) = 4.14$

TOTAL PEAK WATER USAGE =
21,170 GPD * 4.14 = 87,643 GPD
87,643 GPD / (7.48 GALLONS/CFT * 24HRS/DAY * 3600 SECONDS/HOUR) = 0.1356 CFS

CAPACITY OF 8" SANITARY PIPE IN WASHINGTON STREET

Full Pipe Capacity & Full Pipe Flow Velocity			
Pipe Dia	Flow Velocity, V	Flow Velocity, V	Flow Velocity, V
8 inches	0.77 percent	0.011	
Flow Velocity, V = $V = 4.49 \sqrt{S}$ (R/S) (2.315/102)			
R = $R = \frac{P}{4} = \frac{P}{4} = \frac{P}{4}$ (Pipe Diameter/4) (2.315/102)			
S = $S = \frac{P}{4} = \frac{P}{4} = \frac{P}{4}$ (Pipe Slope (L/L))			
V = $V = \frac{P}{4} = \frac{P}{4} = \frac{P}{4}$ (ft/sec)			
Pipe Capacity, Q = $Q = \frac{P}{4} = \frac{P}{4} = \frac{P}{4}$ (cfs)			
A = $A = \frac{P}{4} = \frac{P}{4} = \frac{P}{4}$ (sq ft)			
Q = $Q = \frac{P}{4} = \frac{P}{4} = \frac{P}{4}$ (cfs)			

- NOTES:**
- BENCHMARK ELEVATIONS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
 - CONTRACTOR TO USE WHITE WATERBORNE PAINT FOR PAVEMENT STRIPING. ADA HANDICAP PARKING AREA TO USE BLUE WATERBORNE PAINT WITH ADA HANDICAP SYMBOL.
 - ALL PROPOSED SIDEWALK TO MEET FEDERAL ADA REQUIREMENTS.

- PROPOSED LEGEND**
- ASPHALT SURFACE
 - MILL RESTORATION SURFACE
 - CONCRETE SURFACE
 - CONCRETE BARRIER CURB & GUTTER
 - SIGN
 - LIGHTPOLE
 - POWER POLE
 - EV CHARGING STATION

- LEGEND**
- FOUND MONUMENT (AS NOTED)
 - RECORD AND MEASURED (R&M)
 - RECORD DIMENSION (R)
 - MEASURED DIMENSION (M)
 - ELECTRIC MANHOLE
 - ELECTRIC METER
 - ELECTRIC PANEL
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 - WATER VALVE
 - UNKNOWN MANHOLE
 - AIR CONDITIONING UNIT
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SHEET
**DIMENSIONAL
SITE PLAN**

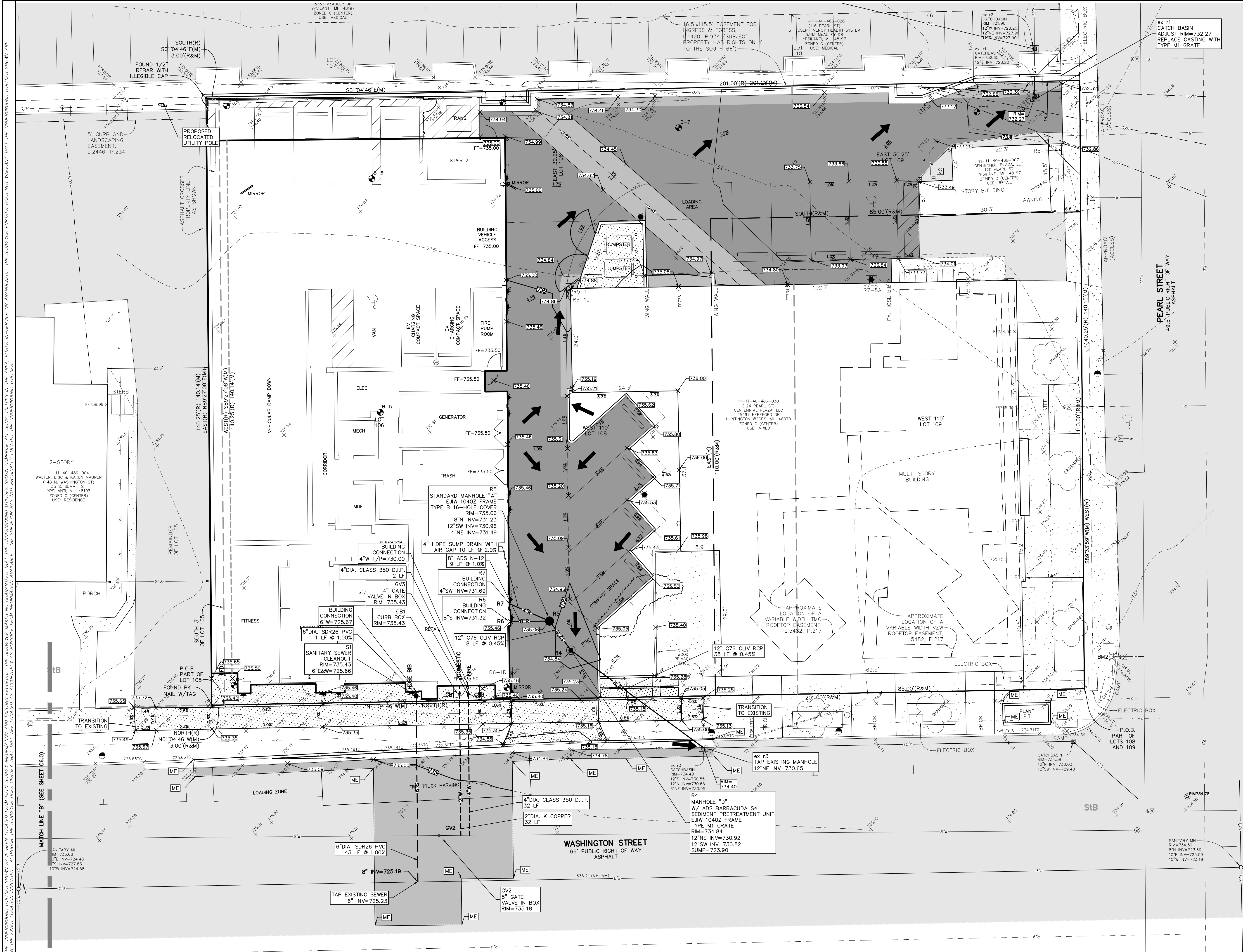
PROJECT
**11-11-40-486-030
136 N. WASHINGTON**

SECTION 9 TOWN 3 SOUTH RANGE 7 EAST
CITY OF YPSILANTI
WASHTENAW COUNTY • MICHIGAN
DATE 1-12-24 JOB NO. 33074
DWG NO. 074-site
FIELD BOOK NONE
FILE NO. 10843

PREPARED BY
JOSEPH K. MAYNARD P.E., MICH No. 52559

DATE 1-12-24
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STATE OF MICHIGAN
**JOSEPH K. MAYNARD
ENGINEER
No. 52559**



WASHTENAW COUNTY SOIL SURVEY CLASSIFICATION
SUB - ST. CLAIR CLAY LOAM,
2 TO 6 PERCENT SLOPES
SOILS ARE BASED ON USDA SOIL SURVEY OF WASHTENAW COUNTY.

- NOTES:**
1. SITE HAS 28.13 CYD CUT AND 29.56 CYD FILL FOR A NET OF 1.43 CYD FILL (EXISTING SURFACE TO PROPOSED SURFACE, NOT INCLUDING BASEMENT, PAVEMENT SECTION OR UTILITY INSTALLATION).
 2. SITE IMPERVIOUS AREA REMOVALS ARE 19,629 SFT. NO INCREASE IN IMPERVIOUS AREA IS 19,035 SFT. REVIEW AND APPROVAL FOR THE WATER AND SANITARY SERVICE WORK WILL BE REQUIRED FROM THE YPSILANTI COMMUNITIES UTILITY AUTHORITY (YCUA). THE APPLICANT SHALL COORDINATE WITH YCUA REGARDING THE EXISTING AND PROPOSED WATER AND SANITARY SERVICE(S) AS WELL AS THE DOMESTIC METERS.
 3. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ALL PERMITS REQUIRED FOR THIS PROJECT INCLUDING THE SOIL EROSION CONTROL PERMIT.
 4. THE PROJECT IS NOT LOCATED IN A FLOOD ZONE PER FEMA FLOOD MAP PANEL 26161C04726E.
 5. THE SITE IS NOT LOCATED WITHIN 500 FEET OF A LAKE OR STREAM.
 6. THE STORM WATER OUTLET AND EMERGENCY OUTLET FOR THE SITE IS THE MUNICIPAL STORM WATER SEWER SYSTEM WHICH ULTIMATELY DISCHARGES TO THE HURON RIVER.
 7. TOTAL PROJECT DISTURBED AREA IS 19,629 SFT (0.45 ACRES).

- PROPOSED UTILITY LEGEND**
- 12"R = STORM SEWER
 - 8"S = SANITARY SEWER
 - 8"W = WATER MAIN
 - HYDRANT
 - GATE VALVE IN BOX
 - CURB BOX
 - CATCH BASIN
 - MANHOLE

- PROPOSED LEGEND**
- ASPHALT SURFACE
 - MILL RESTORATION SURFACE
 - CONCRETE SURFACE
 - CONCRETE BARRIER CURB & GUTTER
 - SIGN
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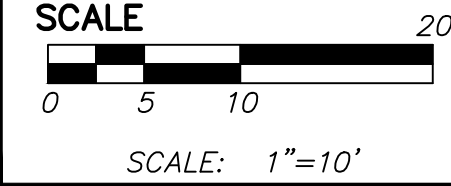
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 - ASPHALT
 - CONCRETE

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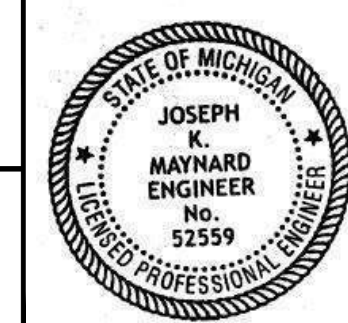
BOUNDARY & TOPOGRAPHICAL INFORMATION BY: KEM-TEC, DATED: 12-4-23, PROVIDED BY CLIENT.

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REVISIONS 2-26-24 PER CITY REVIEW, 3-13-24 UPDATED PLANS, 3-28-24 PUD SUBMITTAL, 5-3-24 PUD SUBMITTAL, 5-24-24 PUD SUBMITTAL UPDATE.



PREPARED BY *Joseph K. Maynard*
JOSEPH K. MAYNARD P.E., MICH No. 52559



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PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS

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SUITE 400
CHICAGO, IL 60611
TEL. 312-763-2400
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UTILITY AND GRADING PLAN

PROJECT
11-11-40-486-030
136 N. WASHINGTON

SECTION 9 TOWN 3 SOUTH RANGE 7 EAST
CITY OF YPSILANTI
WASHTENAW COUNTY • MICHIGAN
DATE 1-12-24 JOB NO. 33074
DWG NO. 074-011 FIELD BOOK NONE
SHEET C5.0 FILE NO. 10843

THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN ARE THE EXACT LOCATION INDICATED. ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

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Minimum Cover in Traffic Applications

Pipe diameters from 4 to 36-in (100-1000 mm) installed in traffic areas (AASHTO H-10, H-25, or must have at least one foot (300 mm) of cover over the pipe crown, while 36- and 60-inch (1300 and 1500 mm) must have at least 24 inches (610 mm) of cover. The backfill material must be constructed in accordance with the section (Section 5) of the Drainage Handbook and the requirements of ASTM D2321. The backfill reveals the type of pipe and composition listed in Appendix A-5, Table A-5-2 of the Drainage Handbook. In Table below is represented by a Class II material compacted to 95% standard Proctor density or a Class I material compacted to standard proctor density, although other material can provide similar strength at slightly lower levels of cover. Structural backfill material should extend to the cover of the pipe; the remaining cover should be approved installation and as specified by the design engineer. If settlement of surface is a concern, it may be approved structural backfill to grade. Where pavement is involved, sub-base material can be considered in the design. While pipe reinforcement can be included in the minimum cover, the thickness of flexible pavements indicated in the minimum cover.

Additional information that may affect the cover requirements is included in the Installation section (Section 6) of the Drainage Handbook. Some materials may be used in the construction of temporary heavy equipment construction loading, paving equipment and similar loads that are less than the design load. For protection, rotation, and the type of surface treatment which will be installed over the pipe is shown.

	Inside Diameter Minimum Cover	Inside Diameter Minimum Cover	
4 (100)	1 (0.3)	24 (600)	(0.3)
6 (150)	1 (0.3)	36 (900)	(0.3)
8 (200)	1 (0.3)	36 (900)	(0.3)
10 (250)	1 (0.3)	36 (900)	(0.3)
12 (300)	1 (0.3)	48 (1200)	(0.3)
15 (375)	1 (0.3)	54 (1350)	2 (0.6)
18 (450)	1 (0.3)	60 (1500)	2 (0.6)

Notes for Table 1:

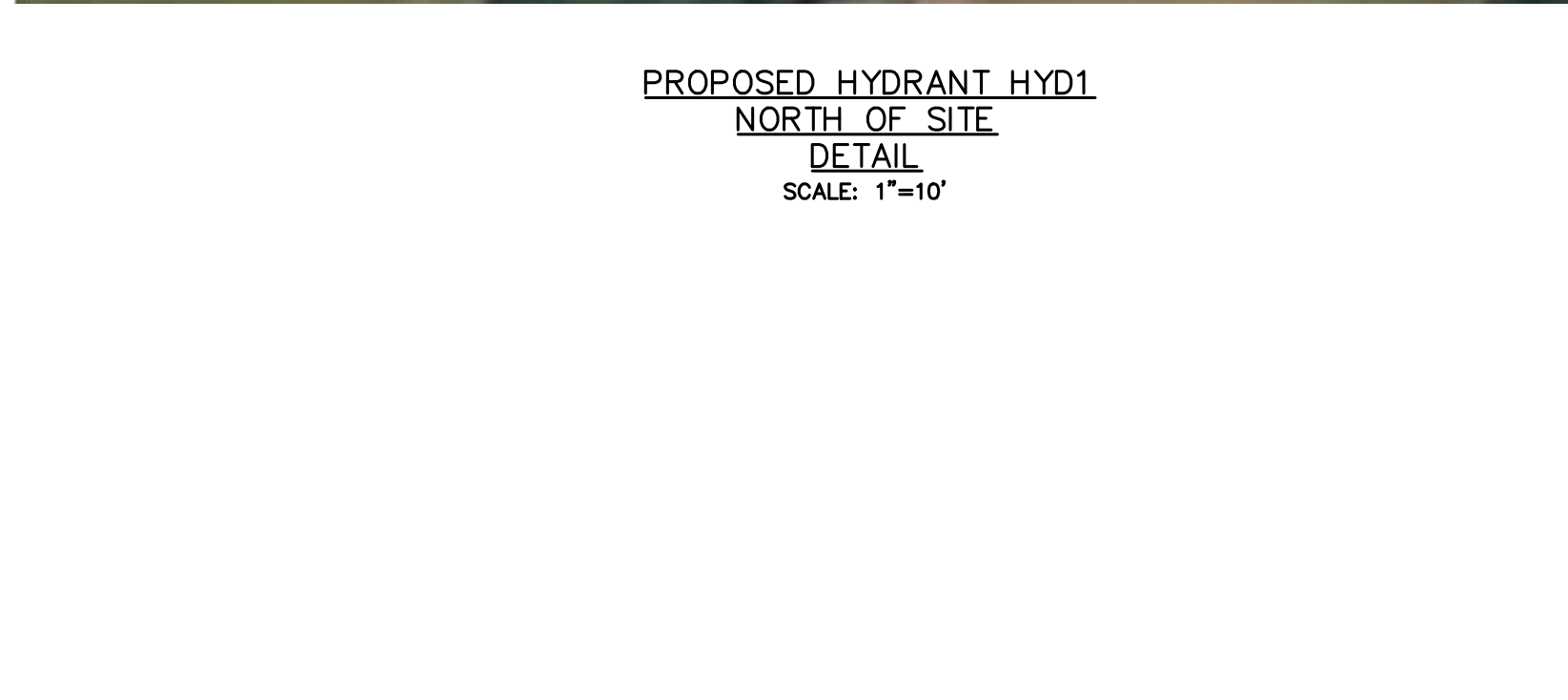
- Minimum covers presented here were calculated assuming Class II backfill material to 95% standard density or a Class I backfill material to 95% standard Proctor density around the pipe and structural cover of the pipe, as recommended in Section 5 of the Drainage Handbook, with an additional compacted traffic lane sub-base for a total cover as required in the table; placement of materials per pavement is included; a good quality compacted material to provide to prevent surface erosion.
- The minimum covers specified do not include pavement thickness. A pavement section of 14 ft.
- Backfill materials and composition levels not shown in the table may also be acceptable. Contact detail.
- Calculations assume no hydrostatic pressure and native soils that are as strong as the specified backfill recommendations.

Maximum Cover

Wall that generally governs the maximum cover a pipe can withstand and conservative maximum cover result when using the information presented in the Structures section (Section 2) of the Drainage Handbook. The maximum burial depth is highly influenced by the type of backfill and level of compaction around the pipe; maximum cover limits for AASHTO H-10, H-25, H-25-WT, pipe, ASTM D2088 and ASTM M2800M type are shown in Table 3 for a variety of backfill conditions.

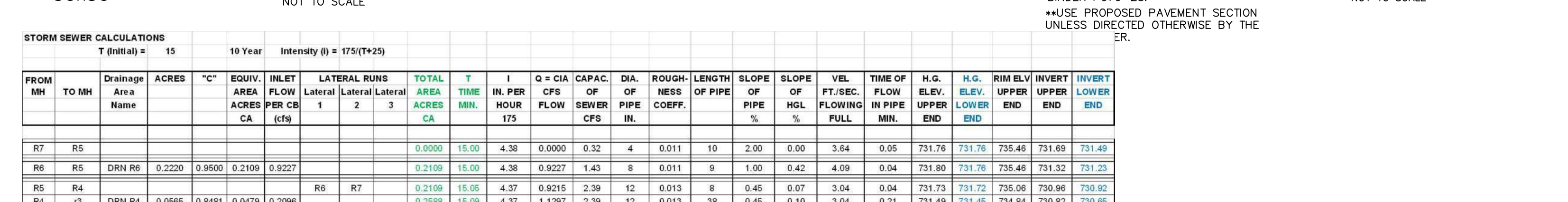
Table 3 was developed assuming pipe is installed in accordance with ASTM D2321 and the installation section (Section 6) of the Drainage Handbook. Additionally, the values assume some hydrostatic load, improper maximum safety factors selected in Structures section of the Drainage Handbook, use material properties consistent with the reported performance characteristics of H-10 to H-25 ASTM D2088 materials as shown in below, and assume the native soil of adequate strength and is suitable for installation. For applications not explicitly given in Table 3 where hydrostatic pressure is due to groundwater in present, or AASHTO engineering representation.

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PROPOSED LEGEND

-  = ASPHALT SURFACE
-  = MILL RESTORATION SURFACE
-  = CONCRETE SURFACE
-  = CONCRETE BARRIER CURB & GUTTER
-  = SIGN
-  = LIGHTPOLE
-  = POWER POLE
-  = EV CHARGING STATION



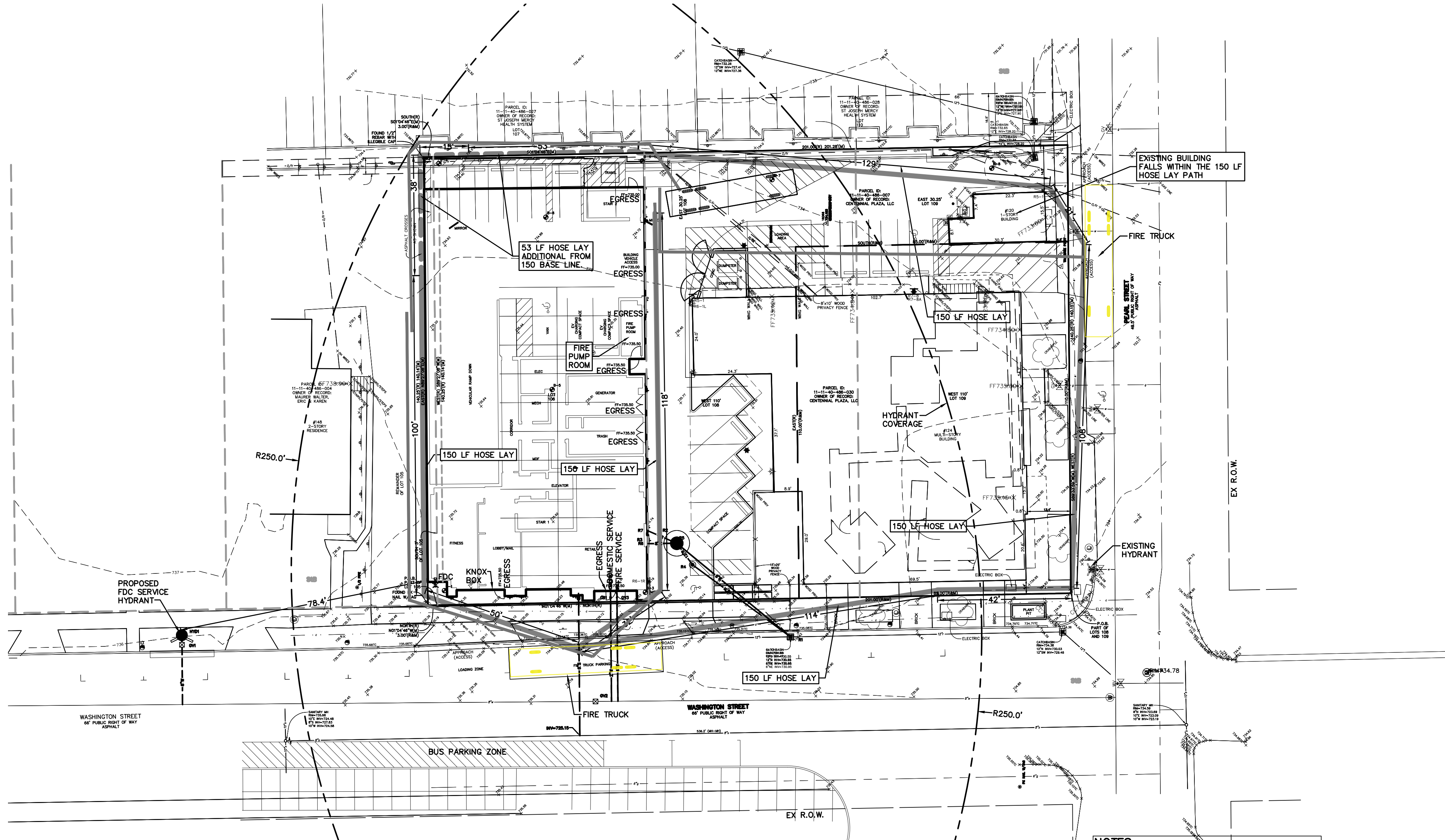
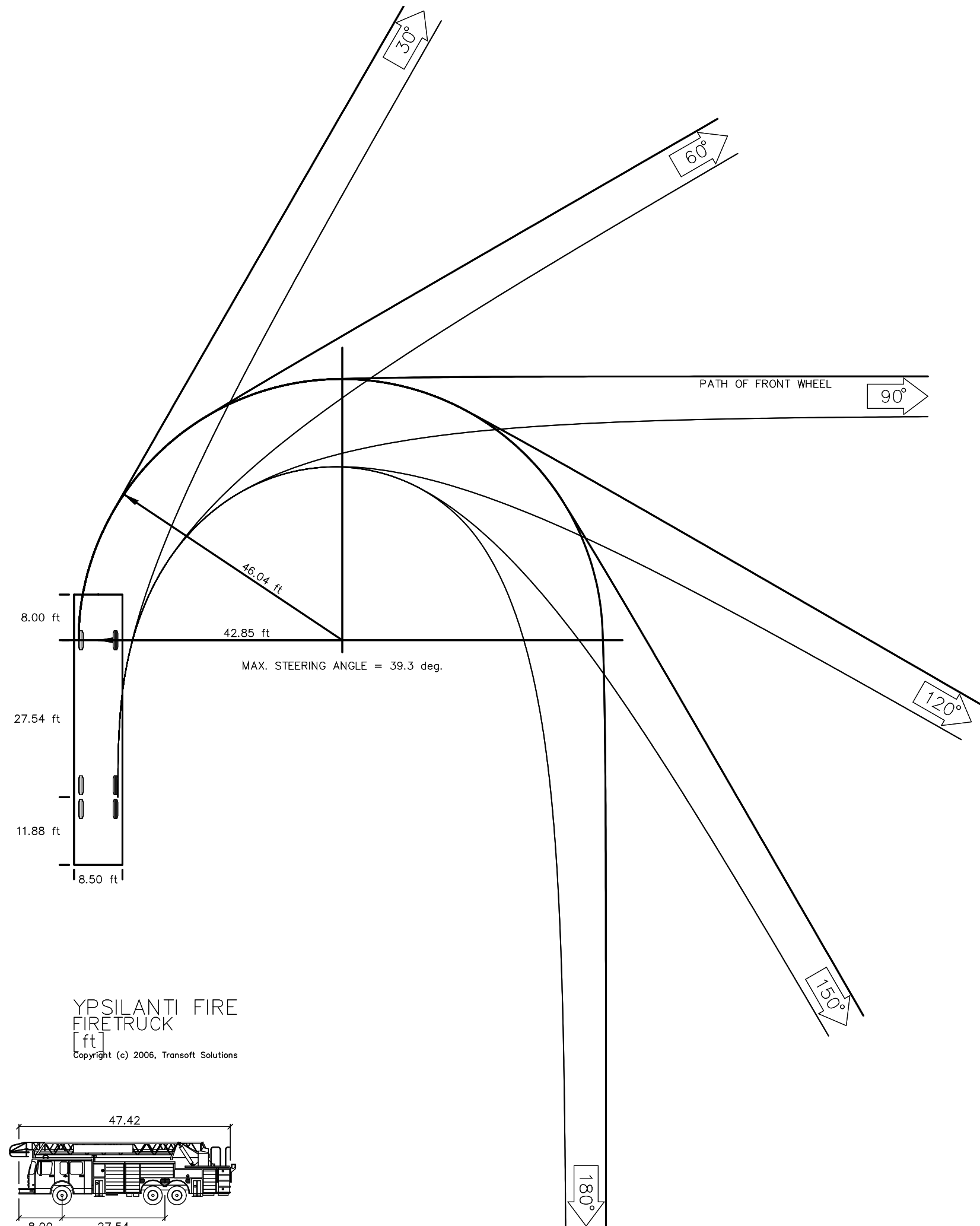
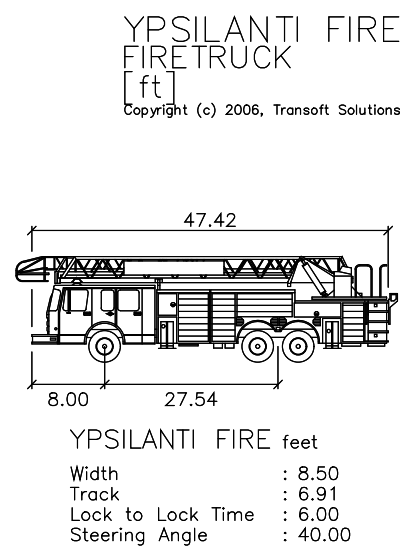
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No. 52559

A circular professional engineer seal for the State of Michigan. The outer ring contains the text "STATE OF MICHIGAN" at the top and "LICENSED PROFESSIONAL ENGINEER" at the bottom, separated by two stars. The center of the seal contains the name "JOSEPH R. MAYNARD", the title "ENGINEER", and the license number "No. 52559".

Page 104

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- NOTES:
1. PROPOSED BUILDING HEIGHT OF 76'-6".
 2. BUILDING TO HAVE FIRE SUPPRESSION SYSTEM.
 3. KNOX BOX TO BE LOCATED AT MAIN ENTRANCE ALONG WASHINGTON ST.
 4. PLAN SHOWS MULTIPLE OPTIONS FOR FIRE TRUCK ACCESS WITHIN THE SITE AND ON THE STREETS. HOSE LAY DIMENSIONS ARE AT 200 FT.
 5. PROJECT WILL HAVE A FIRE PUMP WITHIN THE BUILDING FOR FIRE SUPPRESSION SYSTEM.



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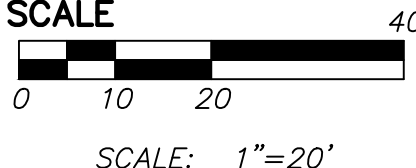


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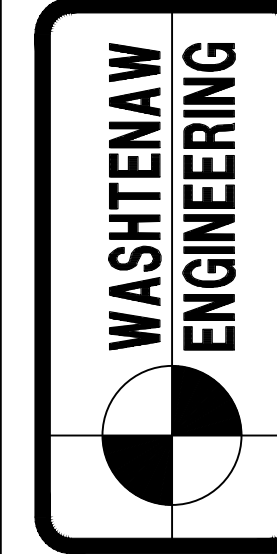
PREPARED BY *Joseph K. Maynard* JOSEPH K. MAYNARD P.E., MICH No. 52559

SECTION	9	TOWN	3	SOUTH	RANGE	7	EAST
DATE	1-12-24	CITY OF YPSILANTI	WASHTENAW COUNTY • MICHIGAN	JOB NO.	33074	DWG NO.	074-fire
FILE NO.	10843	FIELD BOOK	NONE	FILE NO.	10843		

11-11-40-486-030
136 N. WASHINGTON

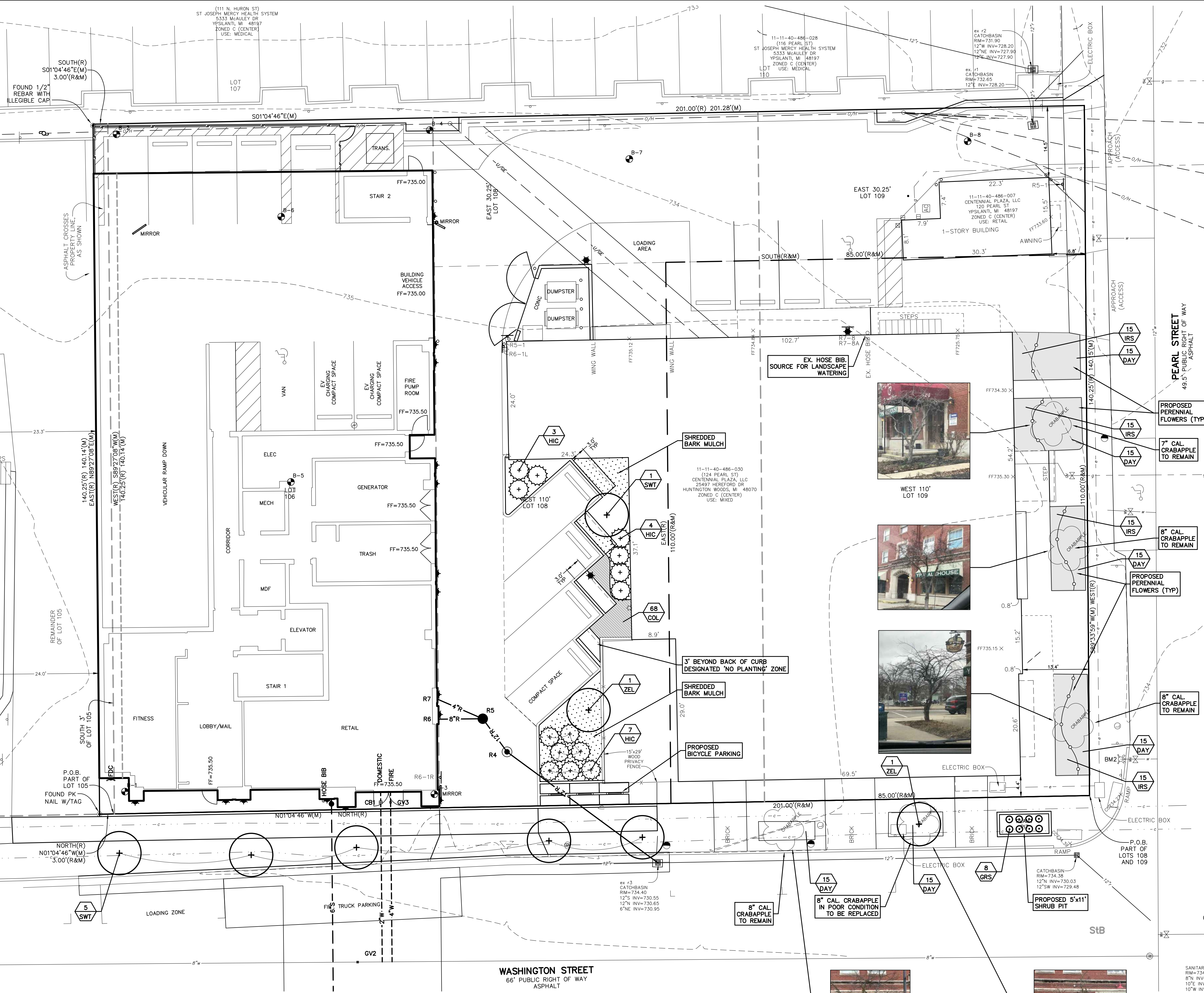
FIRE PROTECTION PLAN

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400 NORTH MICHIGAN AVE
SUITE 400
CHICAGO, IL 60611
TEL. 312-763-2400
MYEFSKI.COM



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TEL. 734-761-8800

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WASHTENAW COUNTY SOIL SURVEY CLASSIFICATION
STB - ST. CLAIR CLAY LOAM,
2 TO 6 PERCENT SLOPES
SOILS ARE BASED ON USDA SOIL SURVEY OF WASHTENAW COUNTY.

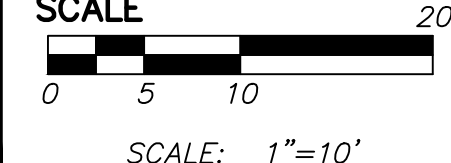


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PREPARED BY
GERALD J. SOSNOWSKI RLA, MICH No. 982



LANDSCAPE REQUIREMENTS

SEC. 122-633 INSTALLATION, MAINTENANCE AND COMPLETION

(a) ALL REQUIRED LANDSCAPING MUST BE PLANTED BEFORE OBTAINING A CERTIFICATE OF OCCUPANCY, OR A TEMPORARY CERTIFICATE OF OCCUPANCY MAY BE ISSUED ONCE THE APPROPRIATE FINANCIAL GUARANTEE AS SET FORTH IN 122-317 IS PLACED IN ESCROW IN THE AMOUNT OF THE COST OF LANDSCAPING, TO BE RELEASED ONLY AFTER LANDSCAPING IS COMPLETED.

(b) ALL LANDSCAPING AND LANDSCAPE ELEMENTS MUST BE PLANTED AND EARTH MOVING OR GRADING PERFORMED, IN A SOUND AND PROFESSIONAL MANNER, ACCORDING TO ACCEPTED PLANTING AND GRADING PROCEDURES.

(c) ALL PLANT MATERIAL MUST BE MAINTAINED IN GOOD CONDITION SO AS TO PRESENT A HEALTHY, NEAT AND ORDERLY APPEARANCE AND MUST BE TRIMMED OR PRUNED IN SUCH A MANNER SO AS TO NOT ALTER THEIR NATURAL GROWTH POTENTIAL.

(d) THE OWNER OF PROPERTY REQUIRED TO BE LANDSCAPED BY THIS ORDINANCE MUST MAINTAIN SUCH LANDSCAPING IN A SOUND AND HEALTHY CONDITION, FREE FROM PHYSICAL DAMAGE OR INJURY ARISING FROM LACK OF WATER, CHEMICAL DAMAGE, INSECTS, DISEASES, BLIGHT OR OTHER CAUSES. ALL MATERIALS USED TO SATISFY THE REQUIREMENTS OF THIS ORDINANCE WHICH BECOME UNHEALTHY OR DEAD MUST BE REPLACED WITHIN SIX (6) MONTHS OF DAMAGE OR DEATH OR THE NEXT APPROPRIATE PLANTING PERIOD, WHICHEVER COMES FIRST.

(e) ALL LANDSCAPED AREAS MUST BE PROVIDED WITH A READILY AVAILABLE AND ACCEPTABLE WATER SUPPLY. UNDERGROUND SPRINKLER SYSTEMS MAY BE INSTALLED, UTILIZED AND MAINTAINED IN ORDER TO INSURE THE PROPER WATERING OF ALL PLANT MATERIALS ON THE SITES.

SEC. 122-636 STREET TREES
TREE PER 30 LF OF FRONTAGE
WASHINGTON STREET 201 LF/30 LF = (7) TREES
PEARL STREET 140.15 LF/30 LF = (5) TREES
(1) TREE COST TO BE DONATED TO CITY, (COST OF (1) TREE PLANTED IS \$750.00)
PROJECT SEES TO SUBMIT FEE IN-LIEU OF PLANTING FOR (2) TREES, THE AMOUNT OF \$1,500.00 TO MITIGATE THIS PLANTING REQUIREMENT.

SEC. 122-638 SITE LANDSCAPING
REQUIRED, TEN PERCENT (10%) OF THE SITE AREA TO BE LANDSCAPED.
PROPOSED LANDSCAPE AREA = 1,639 SF OR 5.8% OF SITE AREA.

SEC. 122-639 ACCESSORY STORMWATER CONTROL FEATURES
(E) VEGETATED ROOFS
(21) ROOFTOP PLANTERS = 263 SF

LANDSCAPE MAINTENANCE SCHEDULE

DECIDUOUS TREES AND SHRUBS

- MULCH WITH 3" SHREDDED HARDWOOD MULCH IN (SPRING)
- FERTILIZE WITH 12-12-12, PER AMERICAN NURSERYMEN ASSOCIATION STANDARDS TRIM CROSSING BRANCHES, SUCKERS, BRANCHING GROWING BACK INTO CROSS (TRIM TIME TO MATCH SPECIES REQUIREMENT)

EVERGREEN TREES AND SHRUBS

- MULCH WITH 3" SHREDDED HARDWOOD MULCH IN (SPRING)
- FERTILIZE WITH 12-12-12, PER AMERICAN NURSERYMEN ASSOCIATION STANDARDS TRIM ACCORDING TO SPECIES GROWTH HABIT, DO NOT USE HEDGE SHEARS.

PLANTING INSTALLATION DATES

DECIDUOUS TREES AND SHRUBS

- MARCH 15 - AUGUST 1 & SEPTEMBER 5 - NOVEMBER 1

EVERGREEN TREES AND SHRUBS

- MARCH 15 - AUGUST 1 (TREES)
- NO FALL PLANTINGS WILL BE ACCEPTED

1ST YEAR LANDSCAPE MAINTENANCE

- TREE PLANTINGS & LANDSCAPING - NEW TREE PLANTINGS WILL RECEIVE ADEQUATE WATERING AT TIME OF PLANTING. ALL TREES WILL RECEIVE 3" HARDWOOD SHREDDED BARK MULCH WHICH WILL BE ADEQUATE TO MAINTAIN GROUND MOISTURE FOR ALL NEW TREES THROUGHOUT THE GROWING SEASON. IN CASE OF DROUGHT CONDITIONS, THE SITE CONDITIONS WILL BE EVALUATED AT THE TIME AND THE APPROPRIATE MITIGATION WILL BE IMPOSED.
- NO IRRIGATION SHALL BE PLACED IN R.O.W. CONTRACTOR TO USE EX. HOSE BIB FOR WATERING PLANTS AND TREES.

STREET TREES

- APPLICANT WILL SUBMIT A FEE IN-LIEU, TO MITIGATE THE SINGLE REQUIRED TREE ON PEARL STREET THAT CANNOT BE PLANTED.

LANDSCAPE WAIVER

- APPLICANT WILL REQUEST A LANDSCAPE WAIVER FOR THE 10% LANDSCAPE REQUIREMENT THAT IS NOT MET BY THIS PLAN.

PLANT LIST

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENT
SWT	6	Liquidambar styraciflua	SWEET GUM	2.5" CAL.	B & B
ZEL	2	Zelkova serrata	ZELKOVA	2.5" CAL.	B & B
TOTAL	8				

SHRUBS

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENT
HIC	14	Taxus hickii	HICKS YEW	24"	CONT.
TOTAL	14				

PERENNIALS/GROUNDCOVER

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENT
COL	68	Euonymus coloratus	PURPLELEAF WINTERCREEPER	#1	POT
IRS	60	Iris spuria	IRIS BLUE	#3	POT
DAY	90	Hemerocallis fulva	DAY LILLIES ORANGE	#3	POT
GRS	8	Schizachyrium scoparium	LITTLE BLUE STEM	#3	POT
TOTAL	226				

STREET PLANT PIT DETAIL

(NO SCALE)

5.0' - 6.0' - 8.0' - 10.0' - 12.0' - 14.0' - 16.0' - 18.0' - 20.0' - 22.0' - 24.0' - 26.0' - 28.0' - 30.0' - 32.0' - 34.0' - 36.0' - 38.0' - 40.0' - 42.0' - 44.0' - 46.0' - 48.0' - 50.0'

STRAIGHT CONCRETE CURB
PIT DIMENSIONS: 5'x11'x2.5' DEEP
EXPANSION JOINT MATERIAL
2" LAYER OF CLAY PEBBLE MULCH ON NON-WOVEN GEO-FABRIC
PLANTING MIX
PROPOSED OR EXISTING SIDEWALK

LANDSCAPE LEGEND

- + = DECIDUOUS TREE
- = EVERGREEN SHRUB/TREE
- = DECIDUOUS SHRUB
- 3 HIC = PLANT QUANTITY & IDENTIFICATION
- = RYERSON STEEL EDGING
- = PURPLELEAF WINTERCREEPER (LIVE PLUGS)
- = PERENNIAL FLOWERS
- = SHREDDED BARK MULCH

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400 NORTH MICHIGAN AVE
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CHICAGO, IL 60611
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CIENT

**LANDSCAPING
PLAN**

SHEET

11-11-40-486-030
136 N. WASHINGTON

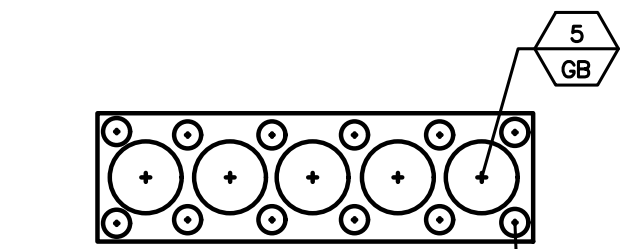
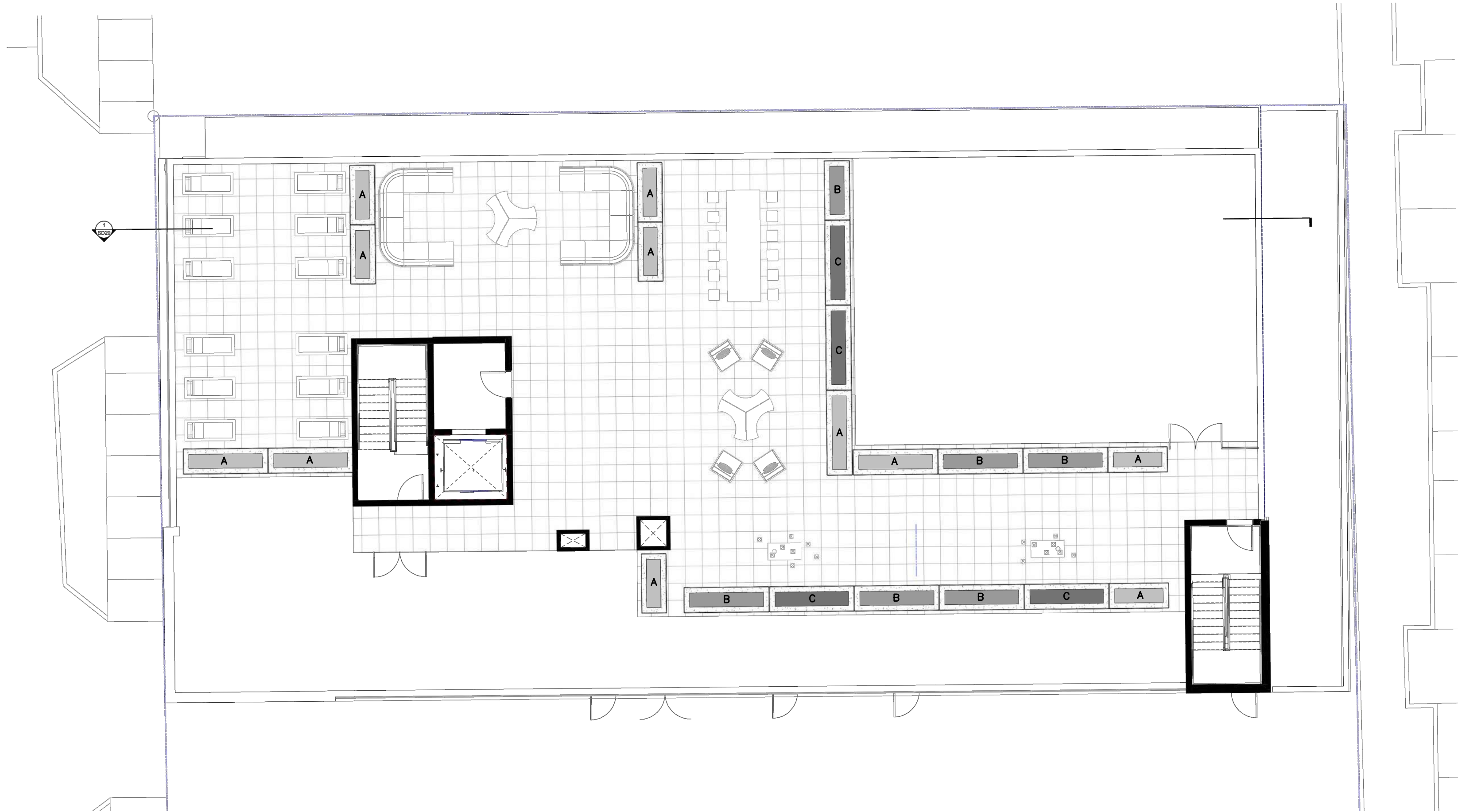
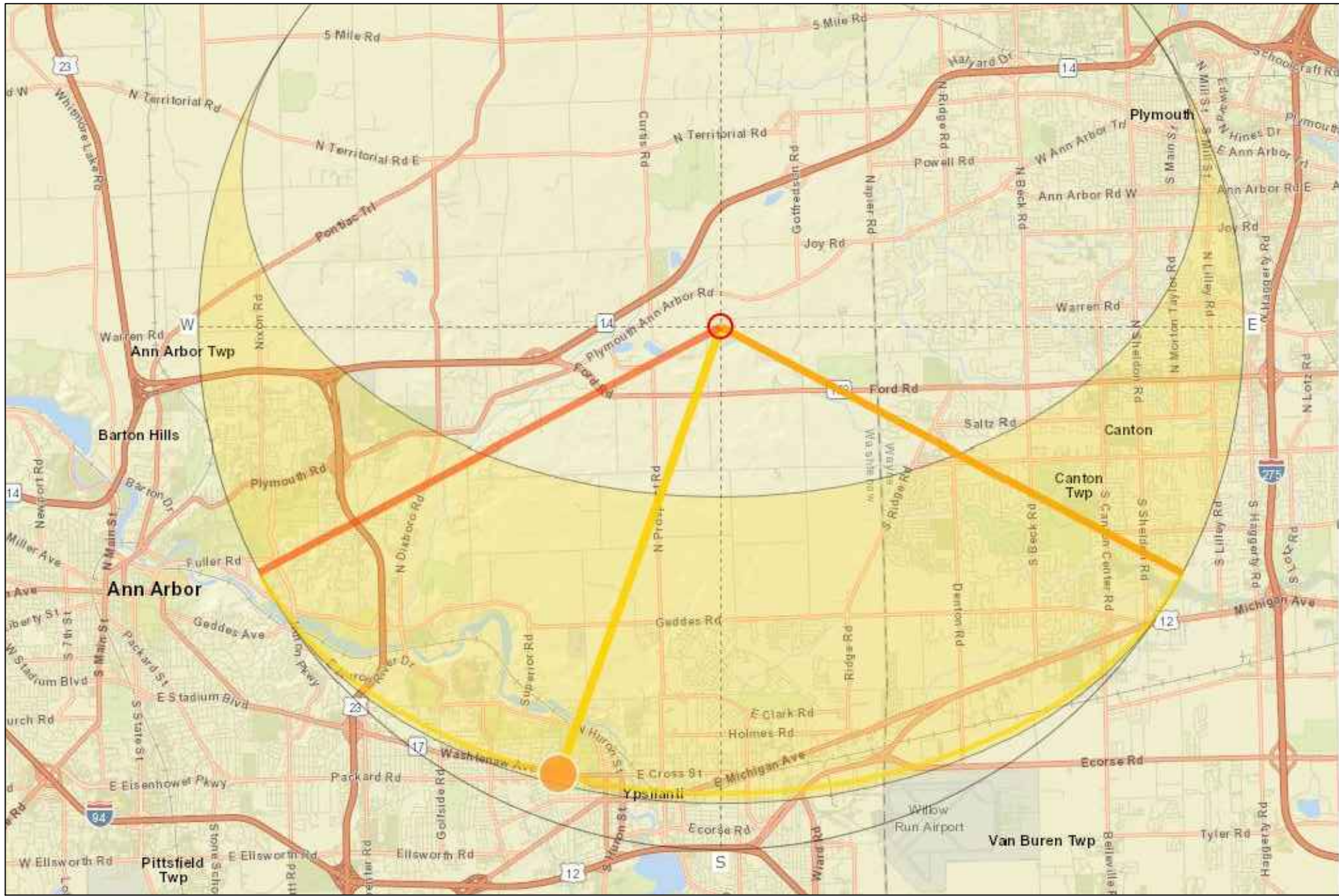
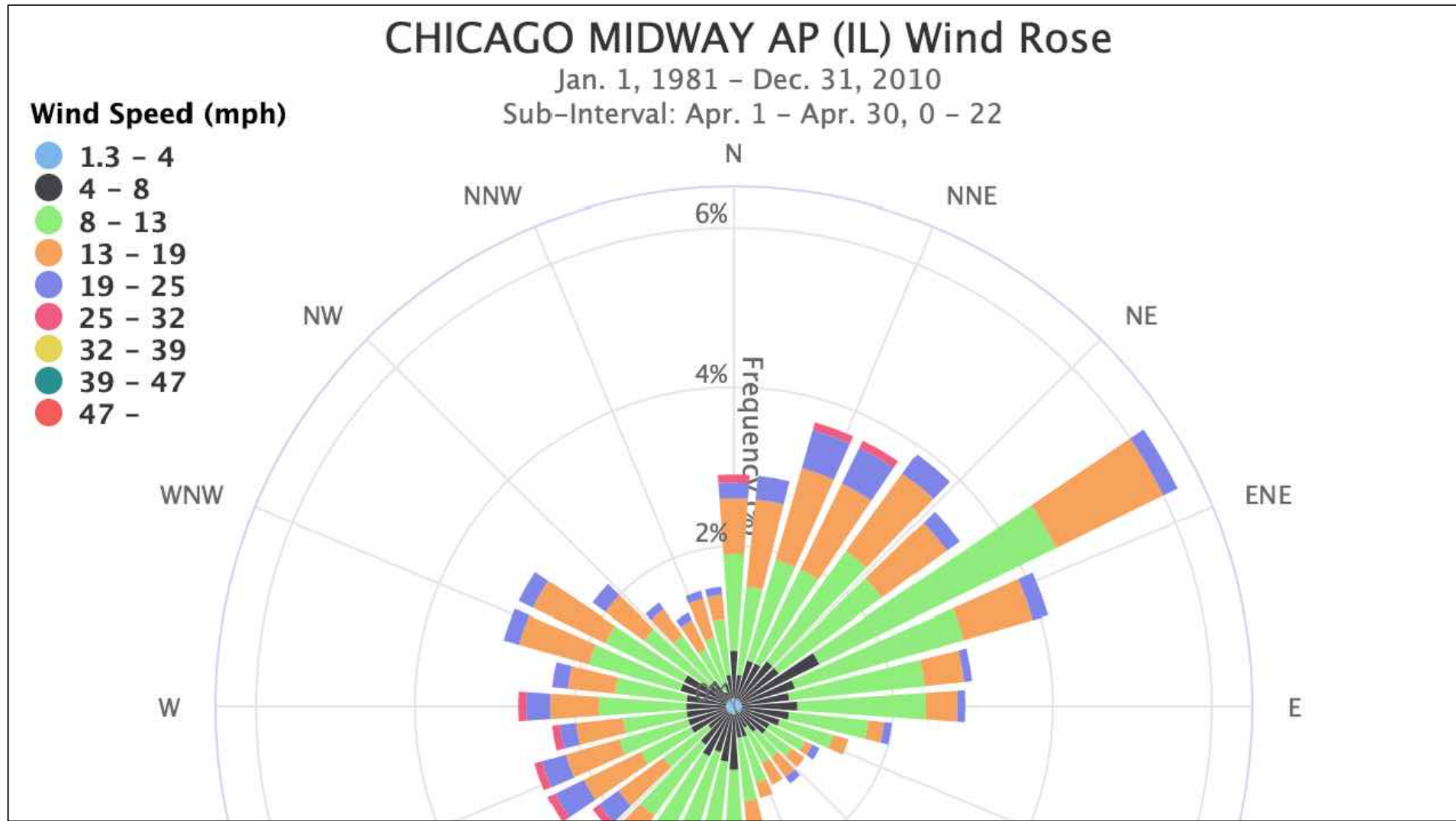
PROJECT

SECTION 9 TOWN 3 SOUTH RANGE 7 EAST
CITY OF YPSILANTI
WASHTENAW COUNTY • MICHIGAN
DATE 1-12-24 JOB NO. 33074
DWG NO. 074-land FIELD BOOK NONE
FILE NO. 10843

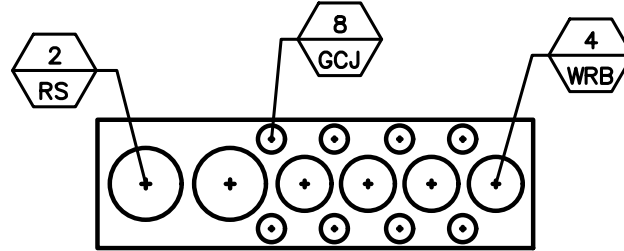
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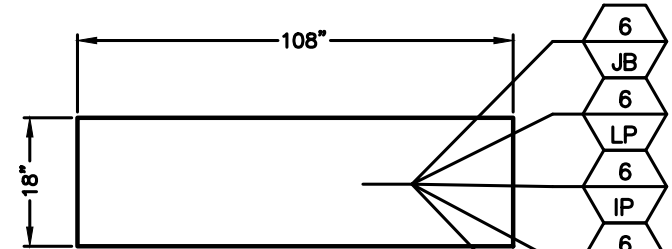
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TYPE A PLANTER
NOT TO SCALE



TYPE B PLANTER
NOT TO SCALE



TYPE C PLANTER
NOT TO SCALE

ROOFTOP LANDSCAPE LEGEND

- A = TALL BAMBOO
- B = MEDIUM SHRUB
- C = LOW SUCCULENTS

NOTE:
ALL PLANTERS TO BE FITTED WITH RAINBIRD:
DRIP EMITTERS
12 GTA CONTROL
CHECK VALVE
RAIN GAUGE
PRESSURE BACK FLOW PREVENTER

PLANT LIST

ROOFTOP TERRACE PLANTER BOXES

TYPE A (11)

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENT
GB	55	Phyllostachys aurea	GOLDEN BAMBOO	3 GAL.	POT
BMS	132	Euphorbia myrsinites	BLUE MYRTLE SPURGE	2 GAL.	POT
TOTAL 187					

TYPE B (6)

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENT
WRB	24	Buxus microphylla var. koreana	WEDDING RING BOXWOOD	2 GAL.	POT
GCJ	48	Juniperus horizontalis 'gold-strike-dwarf'	GOLDEN CREEPING JUNIPER	2 GAL.	POT
RS	12	Microphylla var. koreana	RUSSIAN SAGE	2 GAL.	POT
TOTAL 84					

TYPE C (4)

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENT
JB	24	Centranthus ruber	JUPITERS BEARD	2 GAL.	POT
LP	24	Othonna capensis	LITTLE PICKLES	2 GAL.	POT
IP	24	Delosperma cooperi	COOPERS ICE PLANT	2 GAL.	POT
SR	24	Portulaca grandiflora	SUN ROSE	2 GAL.	POT
TS	24	Rosularia spp.	TURKISH STONECROP	2 GAL.	POT
TOTAL 120					

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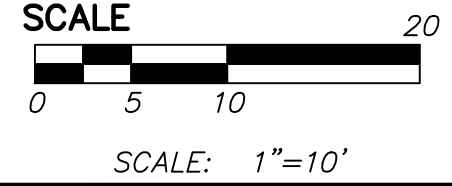


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BENCHMARK BM1=MAG NAIL IN EAST SIDE OF UTILITY POLE, 15'± EAST OF 124 PEARL STREET, ELEV=736.14 (NAVD 88).
BM2=TOP OF FLANGE ON NORTH SIDE OF HYDRANT, 21'± SOUTH OF THE SW CORNER OF 124 PEARL STREET, ELEV=736.68 (NAVD 88).

REVISIONS 2-26-24 PER CITY REVIEW, 3-13-24 UPDATED PLANS, 3-28-24 PUD SUBMITTAL, 5-3-24 PUD SUBMITTAL, 5-24-24 PUD SUBMITTAL UPDATE.



PREPARED BY GERALD J. SOSNOWSKI RLA, MICH No. 982

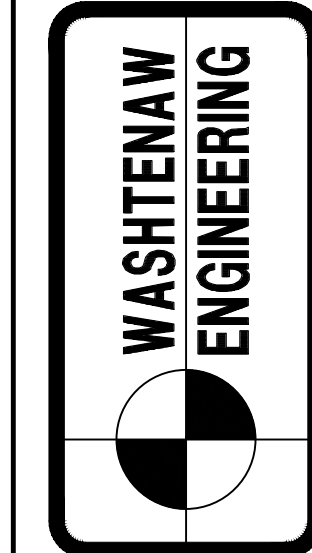


SECTION	9	TOWN	3	SOUTH	RANGE	7	EAST
DATE	1-12-24						
JOB NO.	33074						
DWG NO.	074-land-roof						
FIELD BOOK	NONE						
FILE NO.	10843						
L2.0							
SHEET							

11-11-40-486-030
136 N. WASHINGTON

ROOFTOP LANDSCAPING PLAN

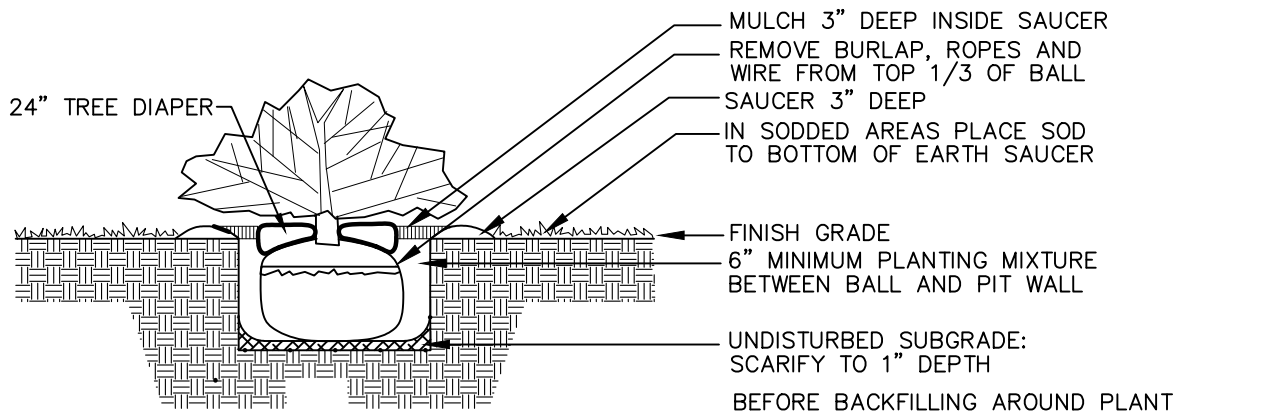
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\\s01m003070\dwg\074-mech-dwg_52320267-73327.dwg, 5/23/2026 7:33:27 AM, 11

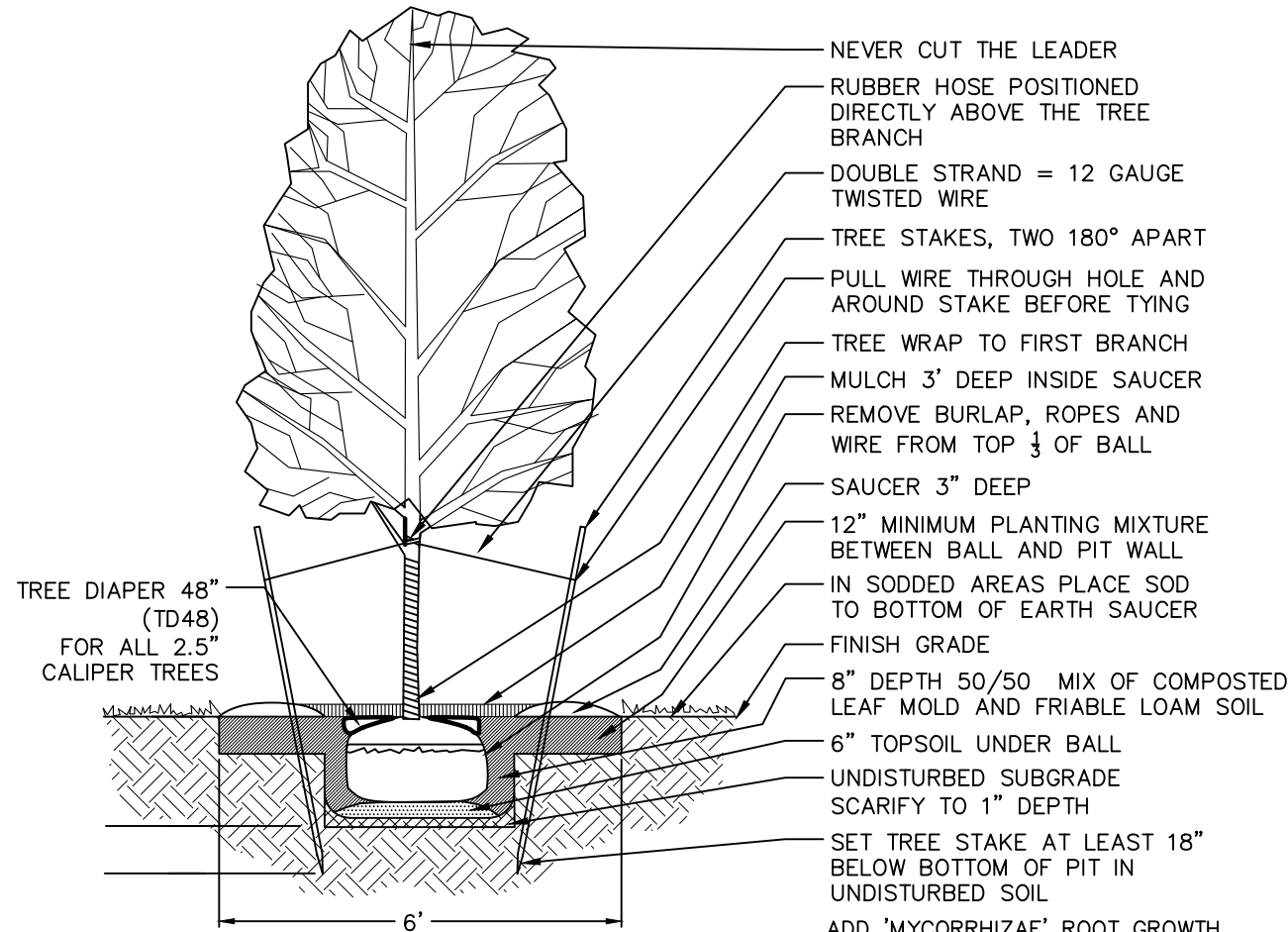
THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE, THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED.



SHRUB PLANTING DETAIL

NOT TO SCALE

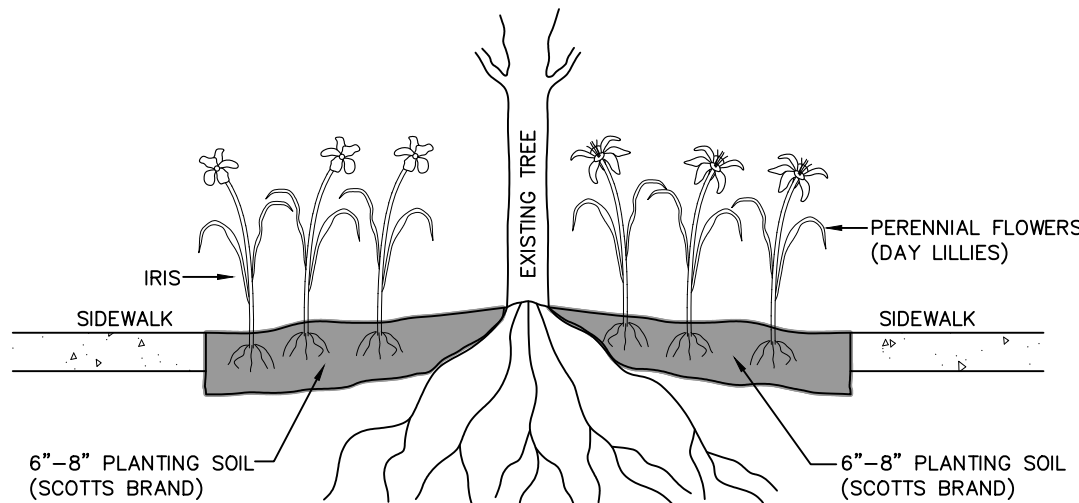
SHRUB PLANTING SCHEDULE:
MAY 15, THRU AUGUST 1
SEPTEMBER 5, THRU NOVEMBER 1
NO FALL PLANTING FOR EVERGREEN SHRUBS



DECIDUOUS TREE PLANTING DETAIL

NOT TO SCALE

TREE PLANTING SCHEDULE:
MARCH 15, THRU AUGUST 1
SEPTEMBER 5, THRU NOVEMBER 1



FLOWER BED PLANTING DETAIL

(NO SCALE)

GENERAL LANDSCAPE NOTES

- ALL WORKMANSHIP AND MATERIALS SHALL CONFORM TO CITY OF YPSILANTI STANDARDS AND SPECIFICATIONS. ALL PLANT MATERIAL SHALL BE SIZES AND MEASUREMENTS CONFORMING TO THE USA STANDARD FOR NURSERY STOCK. ALL PLANT MATERIAL SHALL BE OF SELECTED SPECIMEN QUALITY AND HAVE A NORMAL HABIT OF GROWTH. ALL PLANT MATERIAL IS SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT.
- ALL PLANT MATERIAL SHALL BE BALLED AND BURLAPPED STOCK MOVED BY TREE SPADE OR CONTAINER STOCK. NO BARE WOODY PLANT ROOT STOCK IS PERMITTED. ALL PLANT BALLS SHALL BE FIRM, INTACT AND SECURELY WRAPPED AND BOUND OUT ROOT BOUND ROOTS PRIOR TO INSTALLATION.
- ALL PLANT BEDS SHALL BE EXCAVATED OF ALL BUILDING MATERIALS AND OTHER EXTRANEOUS OBJECTS AND POOR SOILS TO A MINIMUM DEPTH OF TWELVE INCHES (12") AND ALL BACKFILLED TO GRADE WITH PLANTING MIX (SEE BELOW).
- PLANTING MIXTURE SHALL BE 50% COMPOSTED LEAF MOLD & 50% FRIABLE LOAM SOIL IN ALL PLANTING PITS.
- ALL PLANT BEDS AND INDIVIDUAL PLANTS SHALL BE MULCHED WITH A THREE INCH (3") LAYER OF SHREDDED BARK MULCH.
- ALL PLANTS AND PLANT BEDS SHALL BE THOROUGHLY WATERED AT TIME OF PLANTING AND SUBSEQUENT WATERING THROUGH 1ST GROWING SEASON AS THE PLANTS REQUIRE.
- THE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE WORK IS ACCEPTED, IN WRITING, BY THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL REPLACE, WITHOUT COST TO THE OWNER, WITHIN A SPECIFIED PERIOD OF TIME, ALL DEAD PLANTS, AND ALL PLANTS NOT IN A VIGOROUS, THRIVING CONDITION, AS DETERMINED BY THE LANDSCAPE ARCHITECT DURING AND AT THE END OF THE GUARANTEE PERIOD. REPLACEMENT STOCK SHALL CONFORM TO THE ORIGINAL REQUIREMENTS.
- ALL AREAS OF THE SITE THAT BECOME DISTURBED DURING CONSTRUCTION AND ARE NOT TO BE PAVED, STONED OR LANDSCAPED SHALL BE SEEDED AND MULCHED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH A DENSE LAWN OF PERMANENT GRASSES, FREE OF LUMPS AND DEPRESSIONS. ANY PART OF THE AREA THAT FAILS TO SHOW A UNIFORM GERMINATION SHALL BE RE-SEEDED AND SUCH RE-SEEDING SHALL CONTINUE UNTIL A DENSE LAWN IS ESTABLISHED. DAMAGE TO SEEDED AREAS RESULTING FROM EROSION SHALL BE REPAIRED BY THE CONTRACTOR.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE THE UTILITIES, BOTH ABOVE AND UNDERGROUND PRIOR TO LANDSCAPING. ANY CONFLICTS BETWEEN UTILITIES AND PLANT MATERIAL SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT.
- PROPOSED TREE LOCATIONS ARE ADJUSTED FOR UTILITIES LOCATIONS.
- NO LATE SUMMER OR FALL PLANTING OF PROPOSED EVERGREENS WILL BE ACCEPTED.
- MISCELLANEOUS REMOVALS INCLUDE, SCRUBS BRUSH ALL DEAD TREES, AND INVASIVE SPECIES
- ALL TREE WRAP, STAKES AND GUY WIRES SHALL BE REMOVED AFTER ONE (1) WINTER SEASON.
- NO PLANTING GREATER THAN 6" HEIGHT SHALL BE PLANTED WITHIN FIFTEEN (15) FEET OF FIRE HYDRANT. PLANT MATERIAL SHALL NOT BLOCK VISIBILITY OF HYDRANTS.
- USE OF FERTILIZER ALONG SIDE SLOPES OR WITHIN THE STORM BASIN IS PROHIBITED.
- ALL 2.5" CALIPER & LARGER TREES TO BE FITTED WITH TREE DIAPER, 48" (TD48) AT TIME OF PLANTING. CONTRACTOR TO MONITOR & MAINTAIN PROPER MOISTURE LEVEL FOR THE GROWING SEASON.

LANDSCAPE MAINTENANCE SCHEDULE

DECIDUOUS TREES AND SHRUBS

- MULCH WITH 3" SHREDDED HARDWOOD MULCH IN (SPRING)
- FERTILIZE WITH 12-12-12, PER AMERICAN NURSEYMEN ASSOCIATION STANDARDS TRIM CROSSING BRANCHES, SUCKERS, BRANCHING GROWING BACK INTO CROSS (TRIM TIME TO MATCH SPECIES REQUIREMENT)

EVERGREEN SHRUBS

- MULCH WITH 3" SHREDDED HARDWOOD MULCH IN (SPRING)
- FERTILIZE WITH 12-12-12, PER AMERICAN NURSEYMEN ASSOCIATION STANDARDS TRIM ACCORDING TO SPECIES GROWTH HABIT, DO NOT USE HEDGE SHEARS.

PLANTING INSTALLATION DATES

- DECIDUOUS TREES AND SHRUBS
- MARCH 15 - AUGUST 1 & SEPTEMBER 5 - NOVEMBER 1

EVERGREEN SHRUBS

- MARCH 15 - AUGUST 1 (TREES)
- NO FALL PLANTINGS WILL BE ACCEPTED

1ST YEAR LANDSCAPE MAINTENANCE

- TREE PLANTINGS & LANDSCAPING - NEW TREE PLANTINGS WILL RECEIVE ADEQUATE WATERING AT TIME OF PLANTING. ALL TREES WILL RECEIVE 3" HARDWOOD SHREDDED BARK MULCH WHICH WILL BE ADEQUATE TO MAINTAIN GROUND MOISTURE FOR ALL NEW TREES THROUGHOUT THE GROWING SEASON. IN CASE OF DROUGHT CONDITIONS, THE SITE CONDITIONS WILL BE EVALUATED AT THE TIME AND THE APPROPRIATE MITIGATION WILL BE IMPOSED.

STREET TREES

- APPLICANT WILL SUBMIT A FEE IN-LIEU, TO MITIGATE THE SINGLE REQUIRED TREE ON PEARL STREET THAT CANNOT BE PLANTED.

LANDSCAPE WAIVER

- APPLICANT WILL REQUEST A LANDSCAPE WAIVER FOR THE 10% LANDSCAPE REQUIREMENT THAT IS NOT MET BY THIS PLAN.



BLUE MYRTLE SPURGE



COOPERS ICE PLANT



DWARF BOXWOOD



GOLDEN BAMBOO



GOLDEN CREEPING JUNIPER



JUPITERS BEARD



LITTLE PICKLE



RUSSIAN SAGE



SUN ROSE



TURKISH STONECROP

Landscape Watering Schedule

All newly planted landscaping will be watered in at installation. Tree Diapers will be placed around all trees and shrubs, groundcovers and flowers will be water weekly until established.

TreeDiaper® is a patented, multi-functional plant protection system. It absorbs rain or irrigation water and slowly releases it back to the plant when the soil dries. It promotes healthy outward root growth that facilitates establishment of newly planted trees and shrubs & enhances the long term health. If you plants get too much water, it will absorb from the soil to prevent root rot.



One positive aspect of the Zelkova, and a reason it makes a terrific street tree, is that it tolerates drought very well and does not need much supplemental watering after it has been planted.

Perennial flower

Iris providing intricate and exquisite blooms in sunny areas of the landscape. Iris care is minimal once the growing iris is established. Iris plant care consists mainly of [dividing the iris plants](#) to assure continued blooms.

Daylily (*Hemerocallis* spp.) are popular for many reasons. These are [easy-to-grow perennials](#) ideal for borders and edging, tolerant of drought, unaffected by high temperatures, and able to grow in most soils.

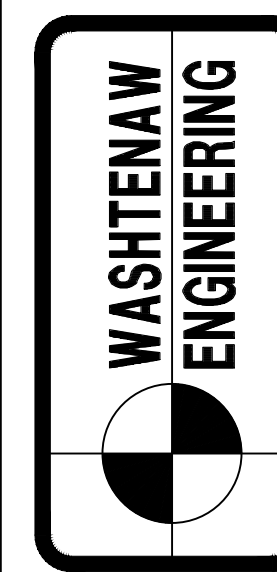
Euonymus coloradus, providing intricate and exquisite blooms in sunny areas of the landscape. Iris flowers begin blooming in late winter to early spring. A range of varieties provides extended color in the flower bed. Iris care is minimal once the growing iris is established. Iris plant care consists mainly of [dividing the iris plants](#) to assure continued blooms.

Little bluestem grass, thrives in poor conditions that run on the dry side. the perfect plant for bare patches in stubborn flower beds. It doesn't require much in terms of soil quality, nutrition, and water and thrives where other plants can't. Too much nutrition is a bad thing for this grass, so you won't even have to try to care for it.

Shrubby

Hicks yew, thrives in well-drained soils, tolerates drought, and can even withstand less than ideal urban conditions like pollution.

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LANDSCAPE
DETAILS

SHEET

PROJECT
11-11-40-486-030
136 N. WASHINGTON

SECTION 9 TOWN 3 SOUTH RANGE 7 EAST
CITY OF YPSILANTI
WASHTENAW COUNTY • MICHIGAN
DATE 1-12-24 JOB NO. 33074
DWG NO. 074-land-det
FIELD BOOK NONE
FILE NO. 10843
SHEET



PREPARED BY
GERALD J. SOSNOWSKI RLA, MICH No. 982

SCALE
0 5 10 20
SCALE: 1"=10'

REVISIONS 2-26-24 PER CITY REVIEW, 3-13-24 UPDATED PLANS,
3-28-24 PUD SUBMITTAL, 5-3-24 PUD SUBMITTAL, 5-24-24 PUD SUBMITTAL UPDATE.

BENCHMARK BM1=MAG NAIL IN EAST SIDE OF UTILITY POLE, 15'± EAST OF 124 PEARL STREET, ELEV=736.14 (NAVD 88).

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Call before you dig.

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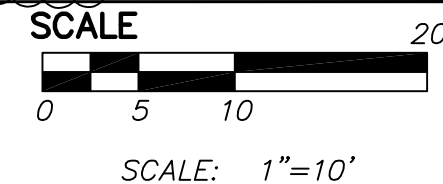
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BM2=TOP OF FLANGE ON NORTH SIDE OF HYDRANT, 21'± SOUTH OF THE SW CORNER OF 124 PEARL STREET, ELEV=736.68 (NAVD 88).

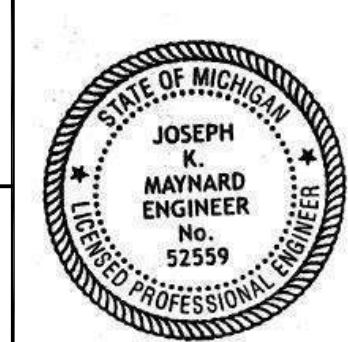
CALCULATION SUMMARY					
LABEL	CALC TYPE	UNITS	AVG	MAX.	MIN.
TYPE L1	ILLUMINANCE	Fc	0.44	5.0	0.0
TYPE L2	ILLUMINANCE	Fc	0.44	5.0	0.0
TYPE L3	ILLUMINANCE	Fc	0.5	0.7	0.0
TYPE L1 - 50%	ILLUMINANCE	Fc	0.25	3.2	0.0

ALL FIXTURE TO BE FULL CUT OFF.

ALL FIXTURE TO BE FULL CUT OFF



PREPARED BY JOSEPH K. MAYNARD P.E., MICH No. 52559



SECTION 9 TOWN 3 SOUTH RANGE 7 EAST
CITY OF YPSILANTI
WASHTENAW COUNTY • MICHIGAN

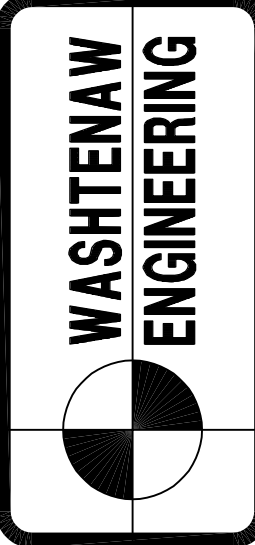
DATE <u>1-12-24</u>	JOB NO. <u>33074</u>
P1 SHEET	DWG NO. <u>074-LIGHT</u>
	FIELD BOOK <u>NONE</u>
	FILE NO. <u>10843</u>

PROJECT
11-11-40-486-030
136 N. WASHINGTON

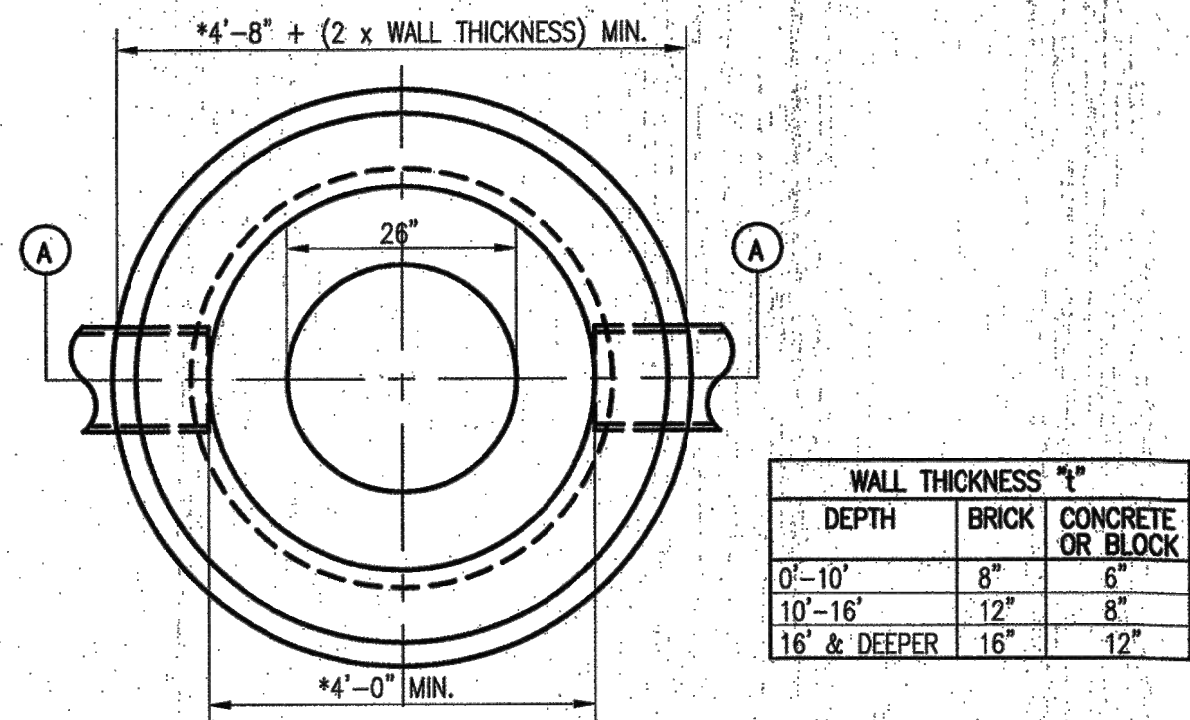
SHEET

CLIENT

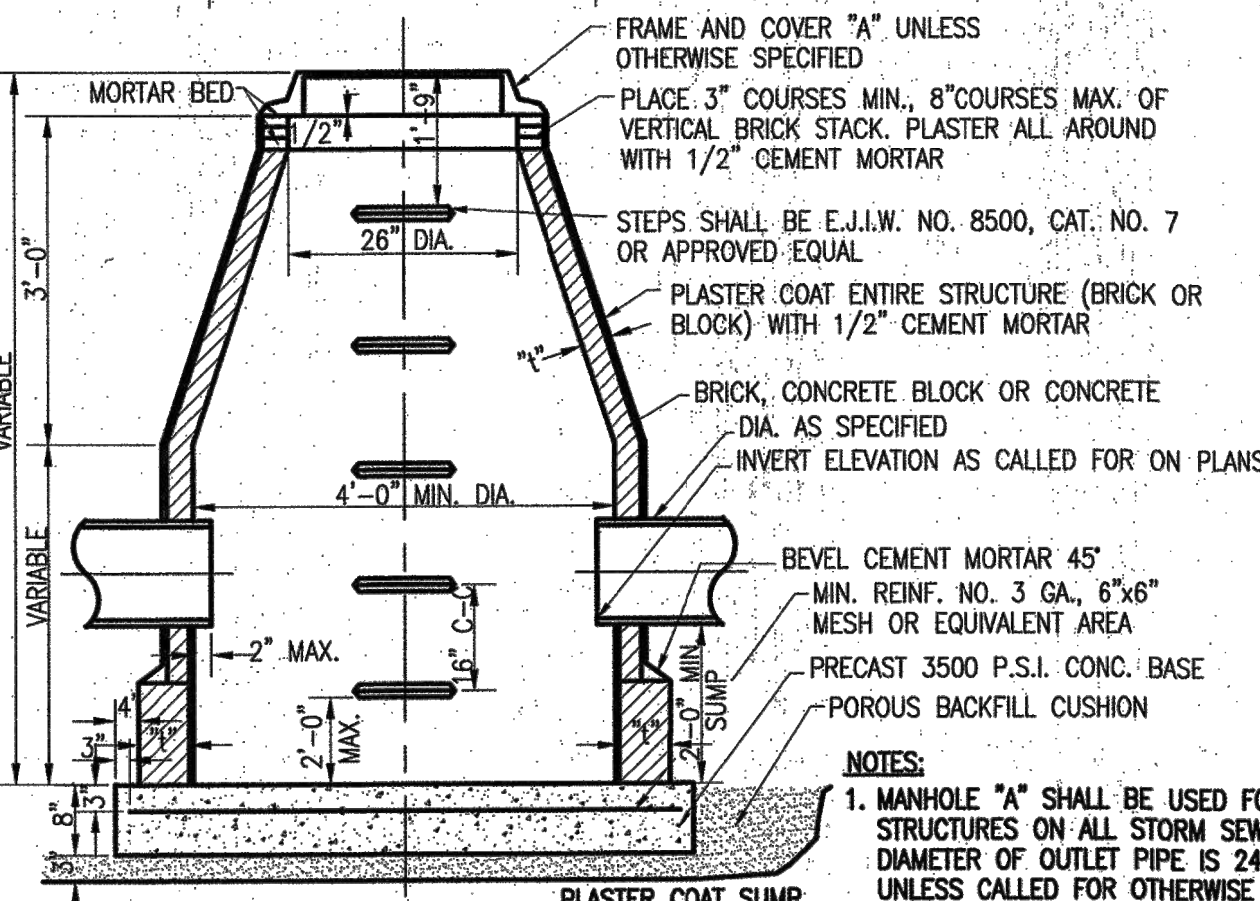
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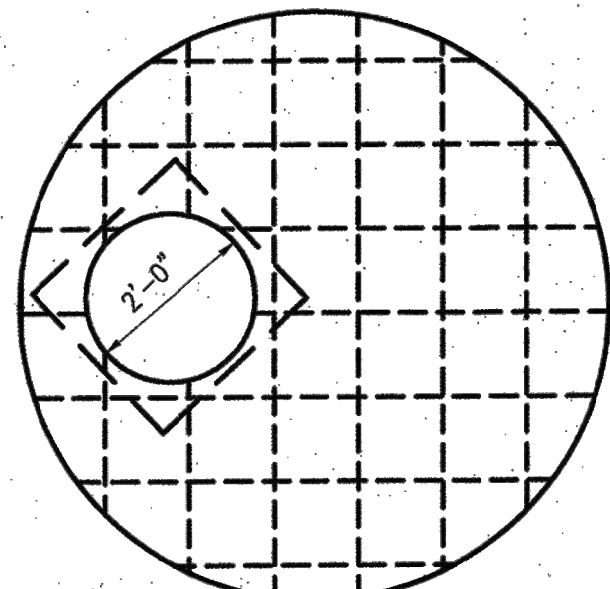
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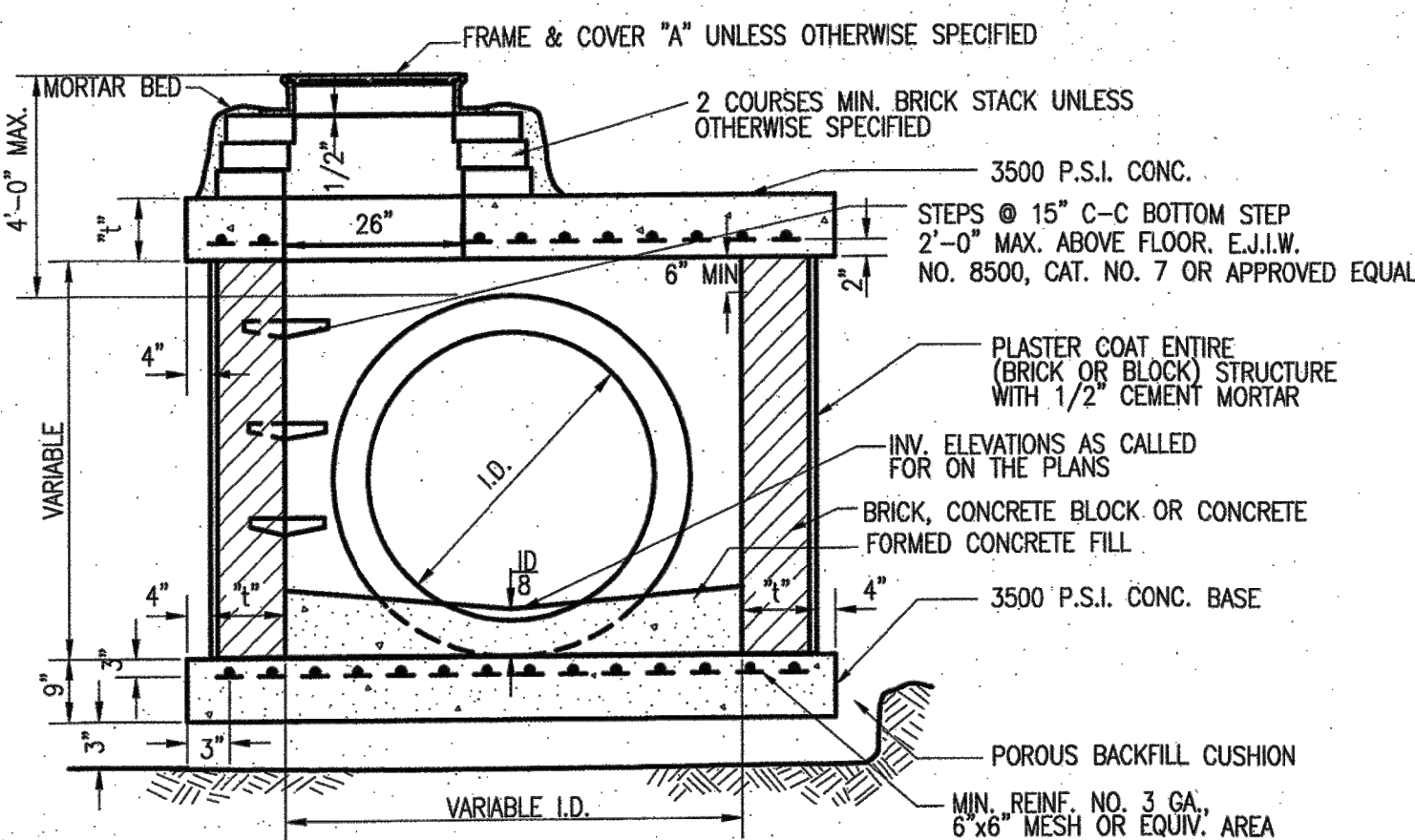
DEPTH	BRICK	CONCRETE OR BLOCK
0'-10"	8"	8"
10'-16"	12"	8"
16' & DEEPER	16"	12"



SECTION A-A
MANHOLE "A"

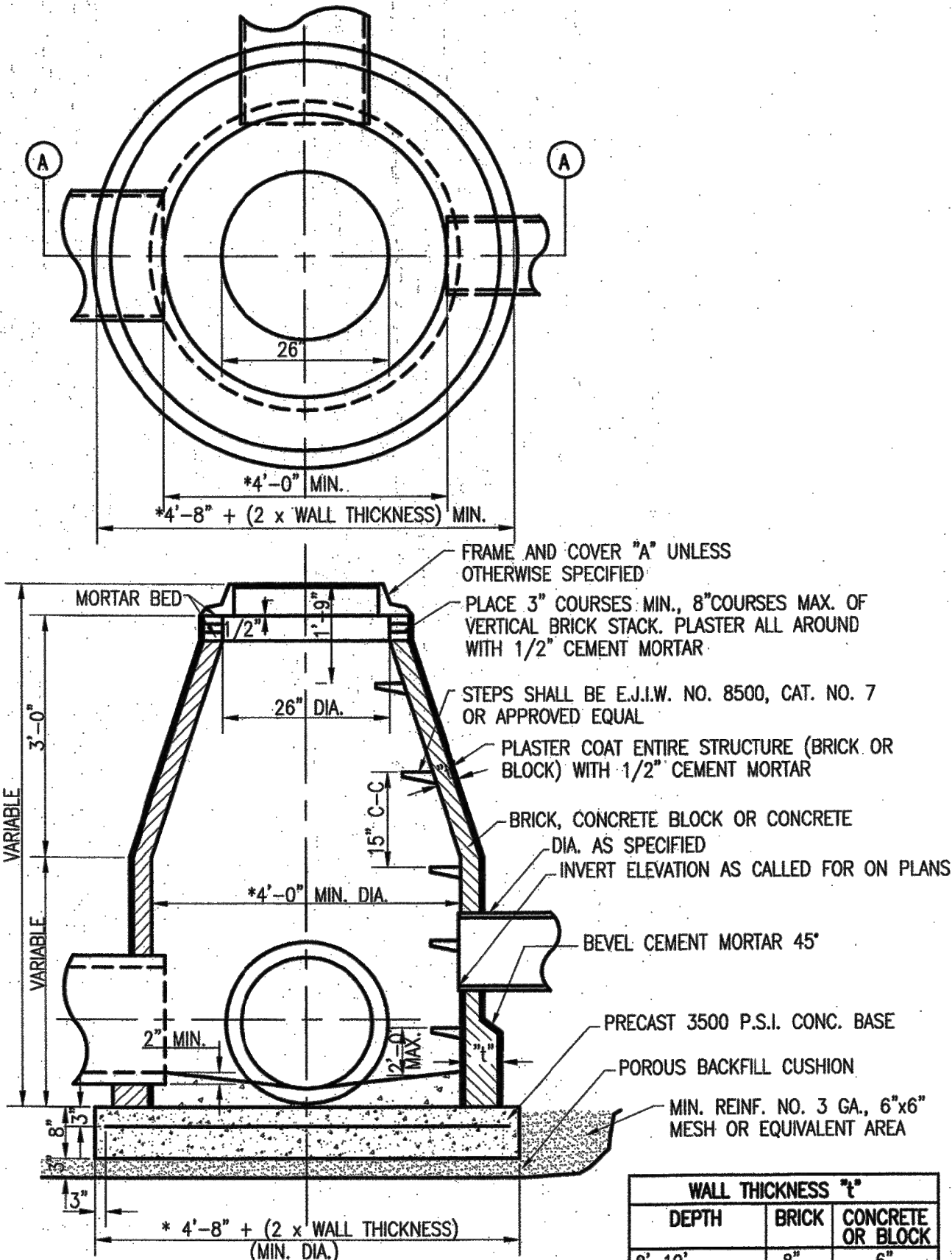


TOP SLAB

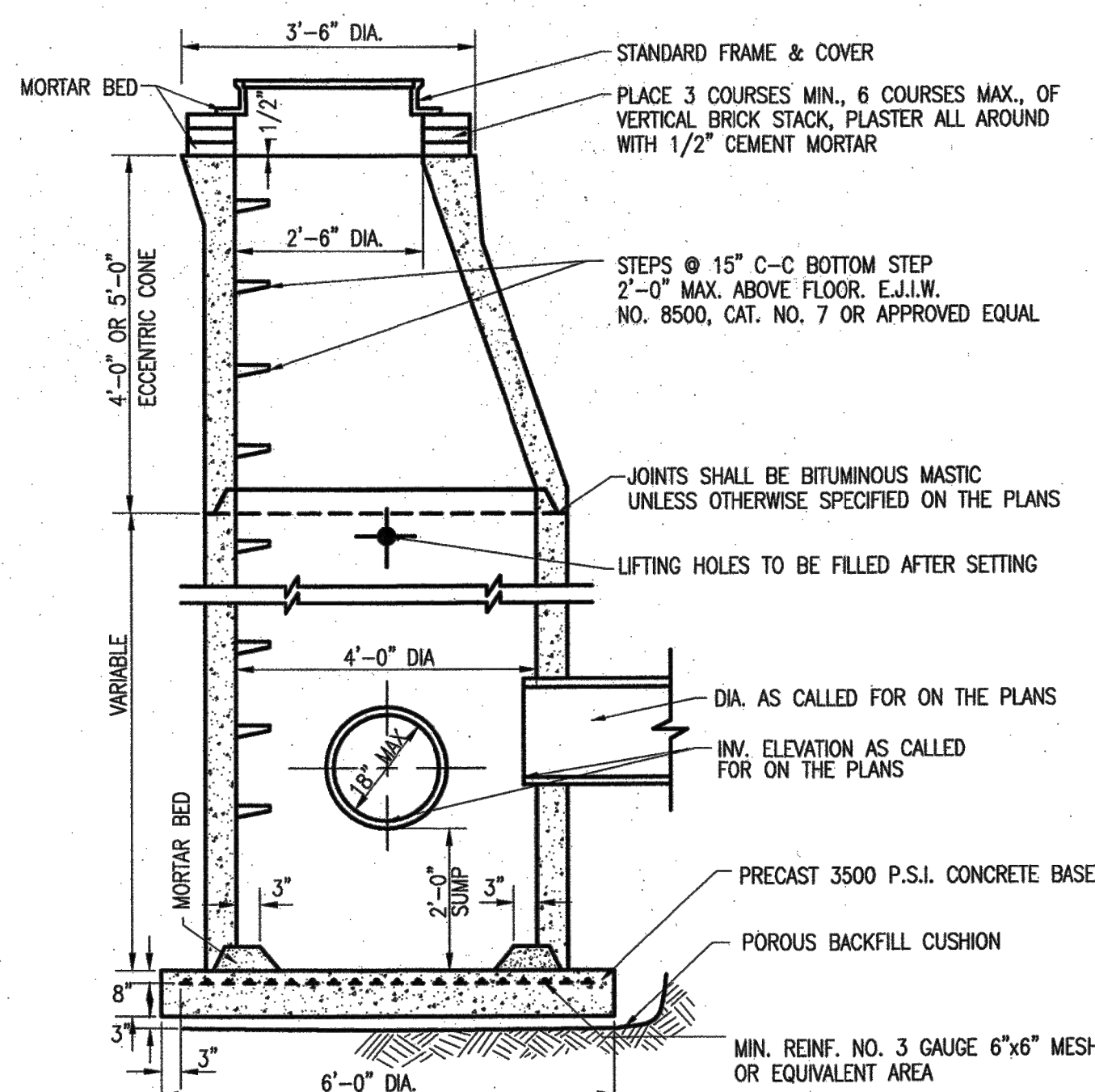


OUTLET I.D.	M.H. D	TOP SLAB TYP	WALLS TYP	REINFORCING STEEL (SLAB)
24" OR LESS	4'-0"	9"	8"	3/4" @ 9" EACH WAY
30"	4'-0"	9"	8"	3/4" @ 9" EACH WAY
36"	4'-0"	9"	12"	3/4" @ 9" EACH WAY
42"	4'-0"	10"	12"	3/4" @ 9" EACH WAY
48"	4'-0"	11"	12"	7/8" @ 9" EACH WAY

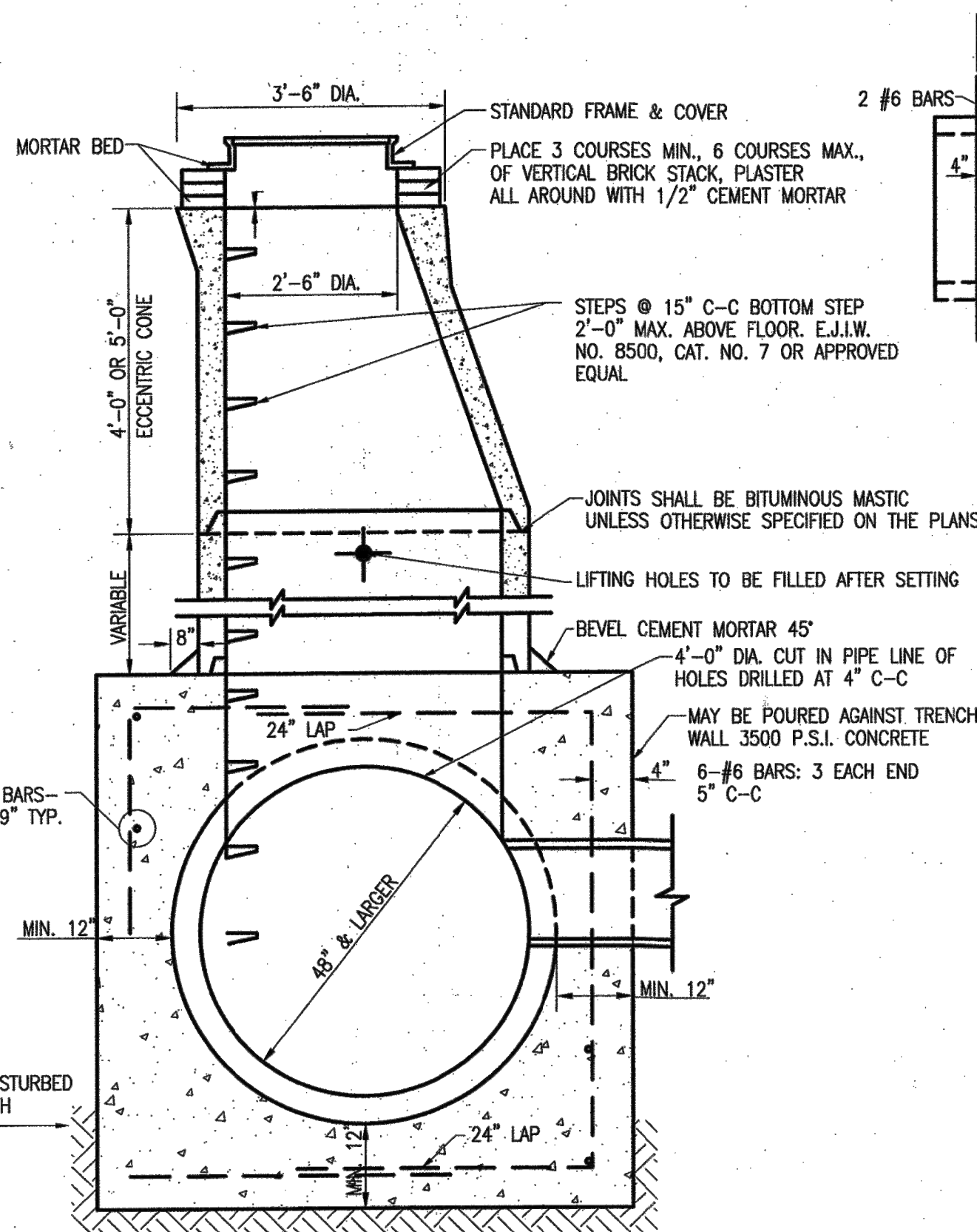
TYPICAL SECTION
MANHOLE "D"



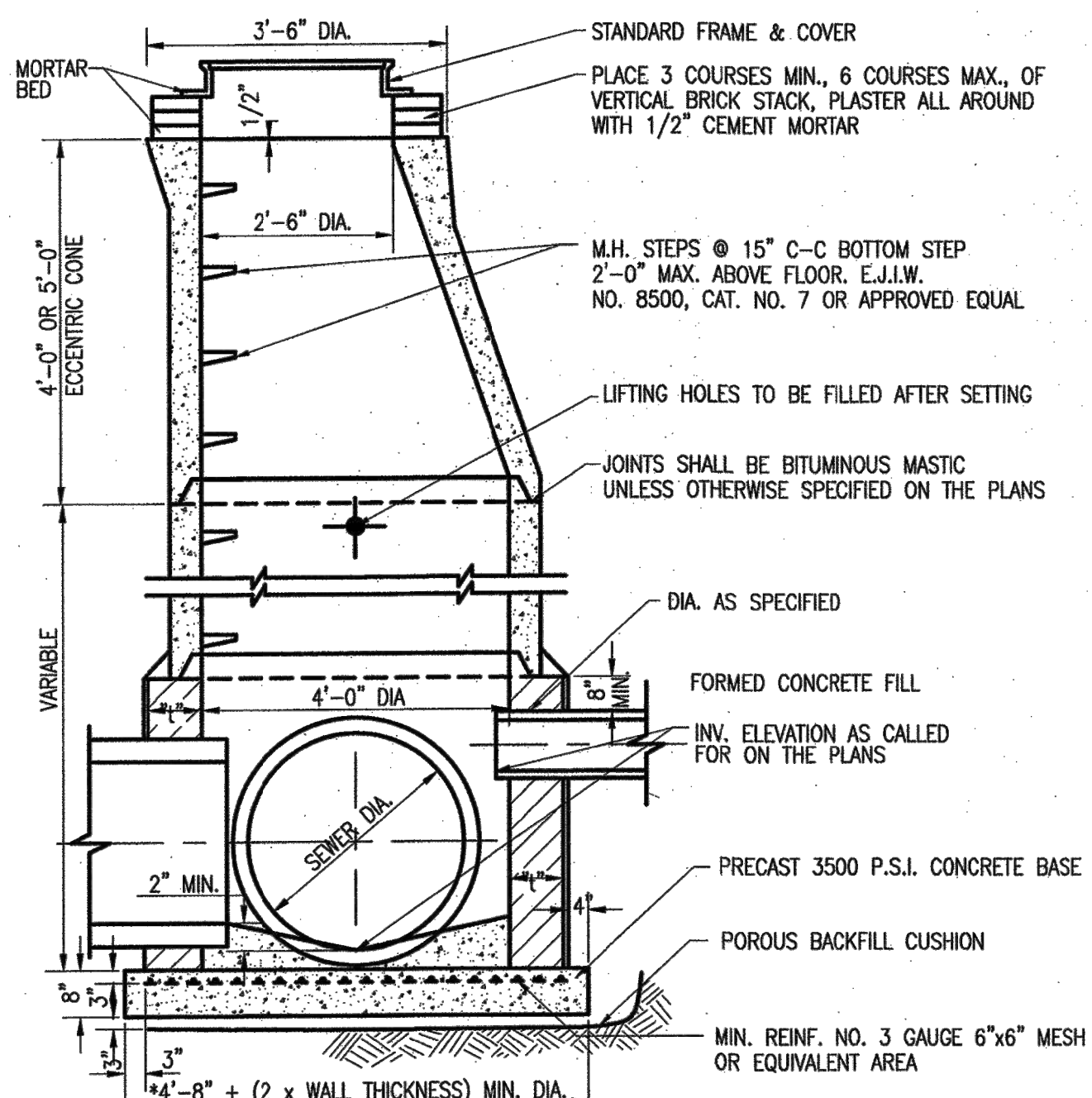
SECTION A-A
MANHOLE "B"



TYPICAL SECTION
PRECAST MANHOLE "E"

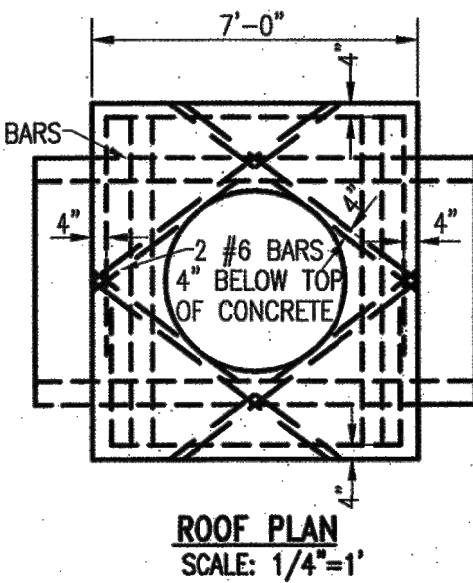


TYPICAL SECTION
PRECAST MANHOLE "C"



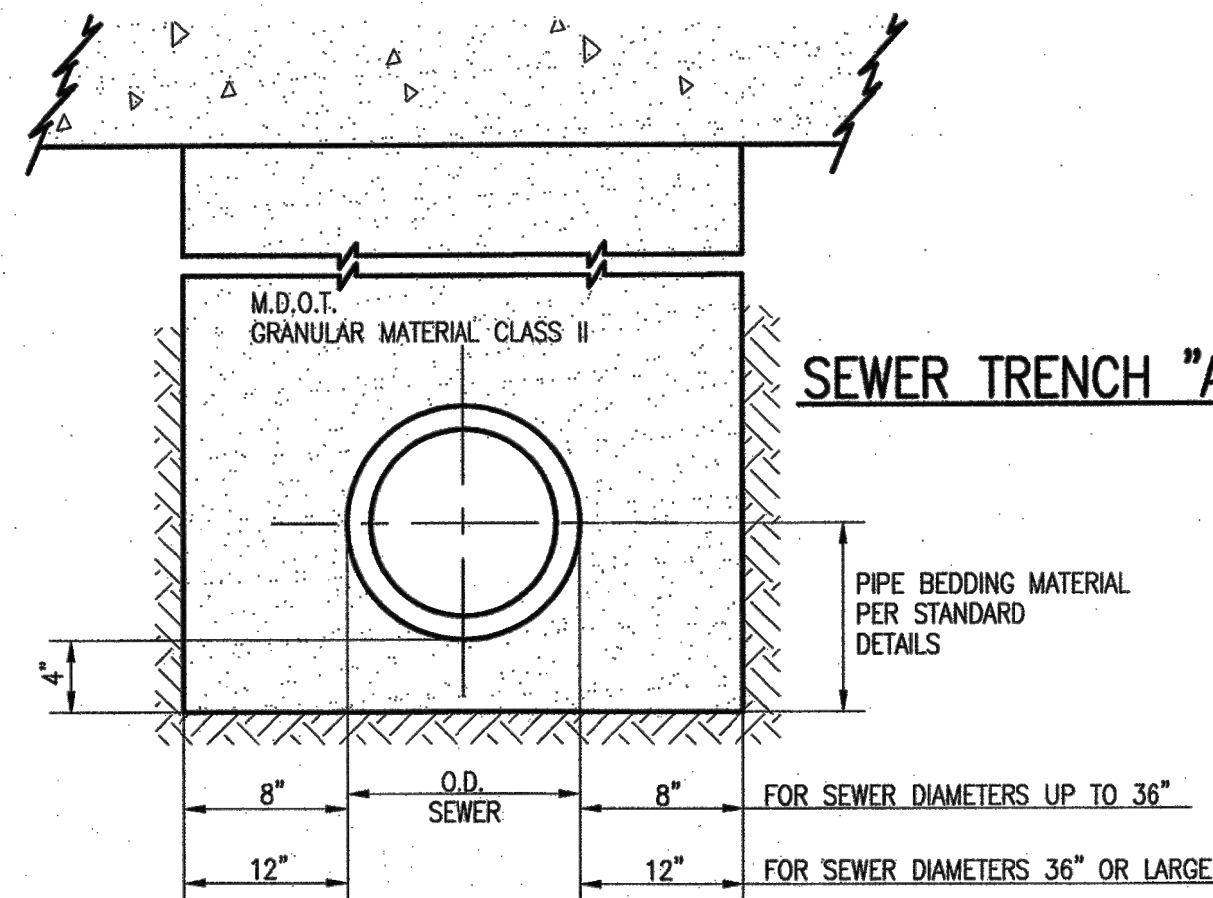
TYPICAL SECTION
PRECAST MANHOLE "F"

DEPTH	BRICK	CONCRETE OR BLOCK
0'-10"	8"	8"
10'-16"	12"	8"
16' & DEEPER	16"	12"



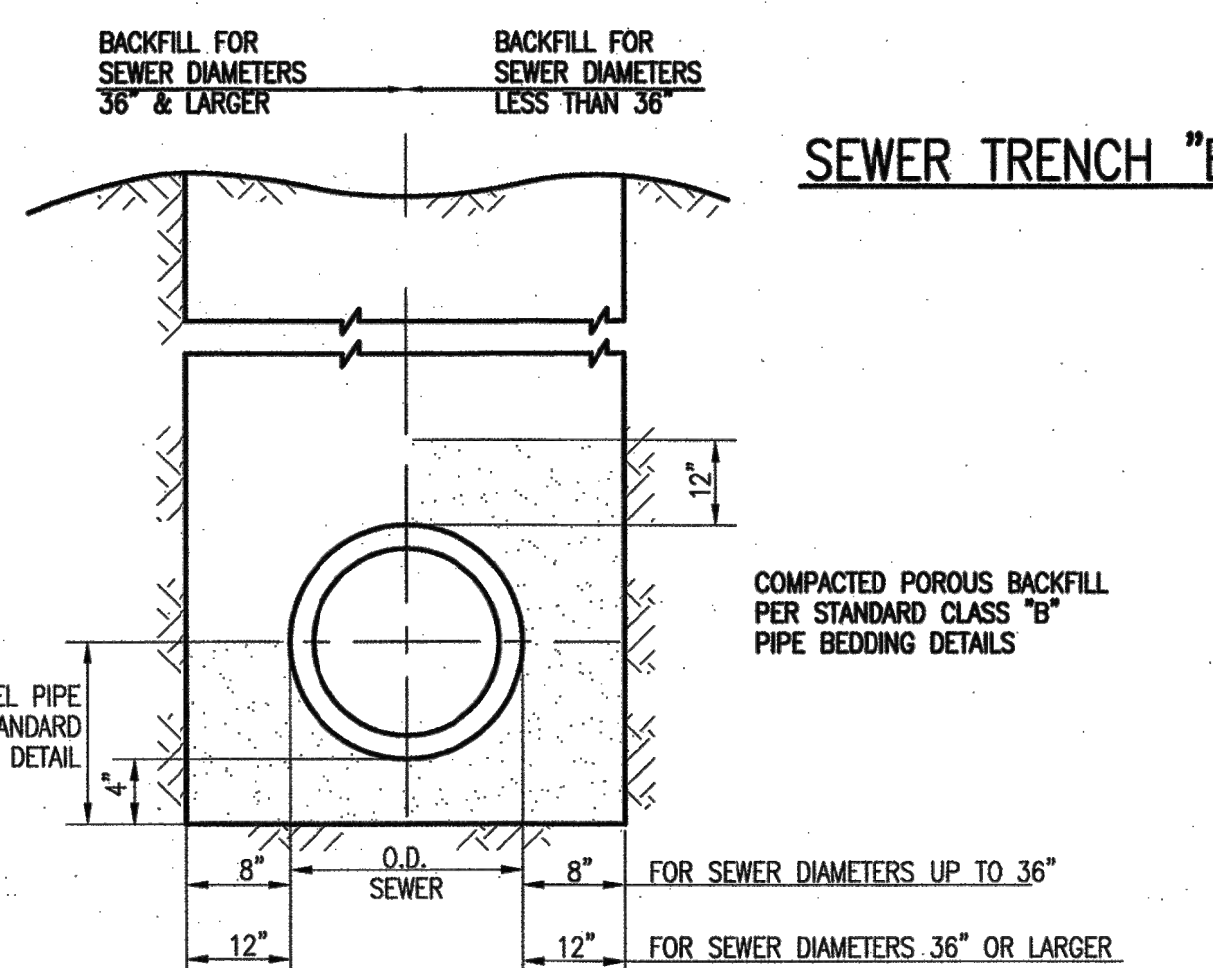
ROOF PLAN
SCALE: 1/4"=1'

- GENERAL NOTES FOR
STORM SEWER MANHOLES
- ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE TOWNSHIP OF YPSILANTI AND YCA.
 - CONTRACTOR SHALL CONSTRUCT MANHOLES WITH PRECAST REINFORCED CONCRETE UNITS ("E", "F", AND "I") IN LIEU OF CONCRETE, BRICK AND BLOCK MANHOLES ("A" AND "B") IN ACCORDANCE WITH THE FOLLOWING CONDITIONS:
 - MAXIMUM DIAMETER OF SEWER OUTLET IN ANY PRECAST UNIT SHALL BE 18" (MANHOLE "E" ONLY).
 - NO OPENINGS SHALL BE MADE IN PRECAST UNITS WHICH WOULD LEAVE LESS THAN 24" OF UNDISTURBED PRECAST PIPE OR WOULD REMOVE MORE THAN 30% OF THE CIRCUMFERENCE ALONG ANY HORIZONTAL PLANE.
 - STRUCTURES FOR SEWERS LARGER THAN 18", OR THOSE NOT MEETING THE OPENING REQUIREMENTS, SHALL BE BUILT OF BLOCK OR BRICK UP TO A MINIMUM OF 8" ABOVE THE TOP OF SEWER, WITH PRECAST UNITS BEING USED ABOVE THIS POINT, WHERE PRECAST UNITS REST ON THE BLOCK OR BRICK, THE GROOVE IN THE PRECAST UNIT SHALL BE FILLED WITH MORTAR.
 - OPENINGS FOR THE OUTLET SEWER SHALL BE PRECAST WITH A DIAMETER OF 3 INCHES LARGER THAN THE OUTSIDE DIAMETER OF THE OUTLET PIPE. ALL OTHER OPENINGS SHALL BE MADE IN THE FIELD AFTER MANHOLE HAS BEEN CONSTRUCTED.
 - ALL VERTICAL OPENINGS IN CONCRETE BLOCK STRUCTURE WALLS SHALL BE COMPLETELY FILLED WITH MORTAR. ALL VERTICAL WALL JOINTS SHALL BE CEMENT POINTED.
 - A "POURED 3500 P.S.I. CONCRETE BASE" WITHOUT STEEL REINFORCEMENT MAY BE SUBSTITUTED FOR PRECAST BASE WHEN APPROVED BY THE TOWNSHIP ENGINEER. A POROUS BACKFILL CUSHION WILL NOT BE REQUIRED UNDER THE POURED BASE UNLESS CONTRACTOR HAS EXCAVATED BELOW THE REQUIRED ELEVATION, AT WHICH TIME THE ENGINEER WILL DECIDE AS TO THE MERITS OF INCREASING THE THICKNESS OF THE CONCRETE BASE OR THE USE OF A POROUS BACKFILL CUSHION.
 - WHERE UNSTABLE GROUND CONDITIONS ARE ENCOUNTERED, SLAG OR STONE BEDDING SHALL BE USED AS DIRECTED BY THE ENGINEER IN ORDER TO PROVIDE A STABLE FOUNDATION FOR PIPE AND MANHOLES.
 - ALL PIPES ENTERING OR LEAVING A MANHOLE SHALL BE ADEQUATELY SUPPORTED BY POURING 2500 P.S.I. CONCRETE FILL FROM UNDISTURBED EARTH TO SPRINGLINE.
 - WHEREVER EXISTING MANHOLES OR SEWER PIPE ARE TO BE TAPPED, DRILL HOLES AT 4" CENTER TO CENTER AROUND PERIMETRY OR OPENING TO CREATE A PLANE OF WEAKNESS BEFORE BREAKING SECTION OUT.

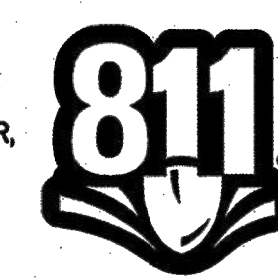


SEWER TRENCH "A"

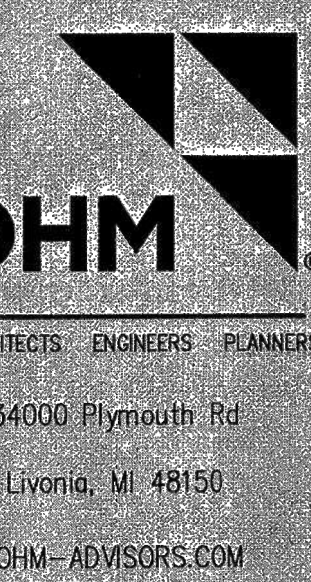
- NOTES:
- TRENCH "A" SHALL BE USED UNDER ROAD SURFACES, PAVEMENT, SIDEWALK, CURB, AGGREGATE & PAVED DRIVES AND WHERE THE EDGE OF TRENCH IS WITHIN 3 FEET OF THE PAVEMENT.
 - GRANULAR MATERIAL SHALL BE PLACED BY THE "CONTROLLED DENSITY METHOD" OR OTHER MEANS HAVING APPROVAL OF THE ENGINEER AND IS TO BE COMPACTED TO 95% OF MAXIMUM UNIT WEIGHT.



SEWER TRENCH "B"



Know what's below.
Call before you dig.

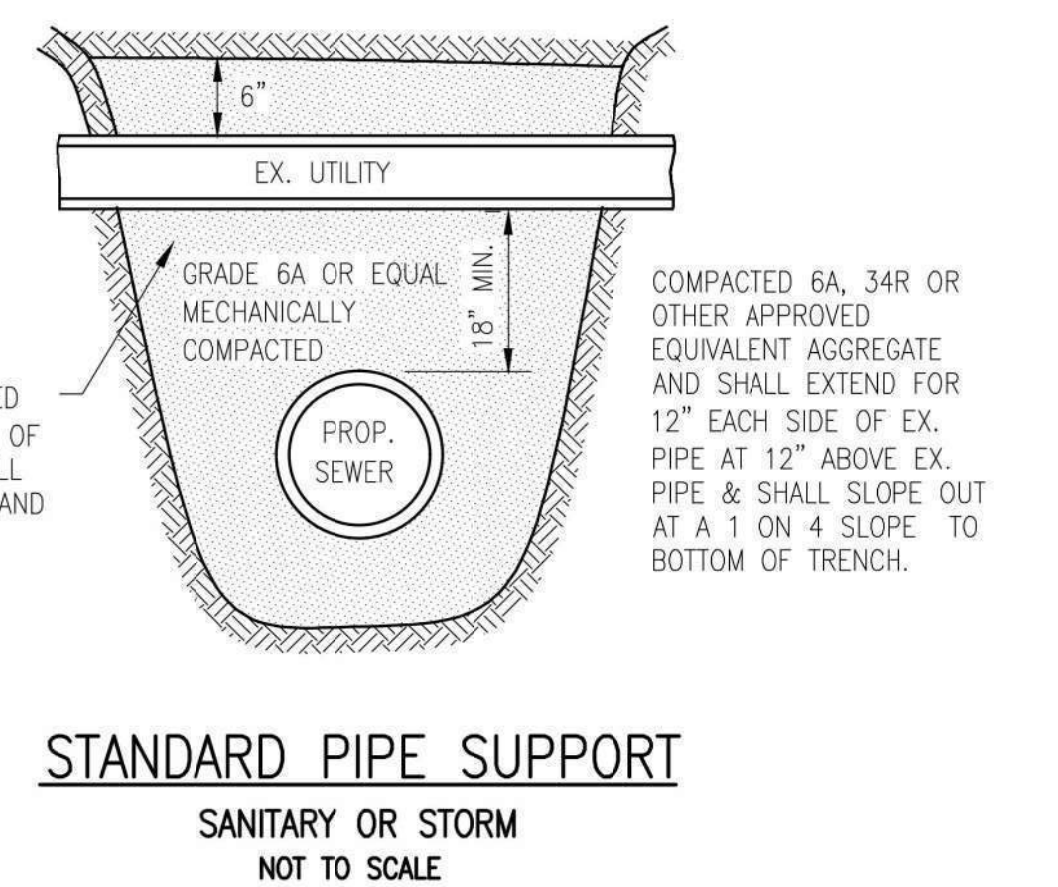
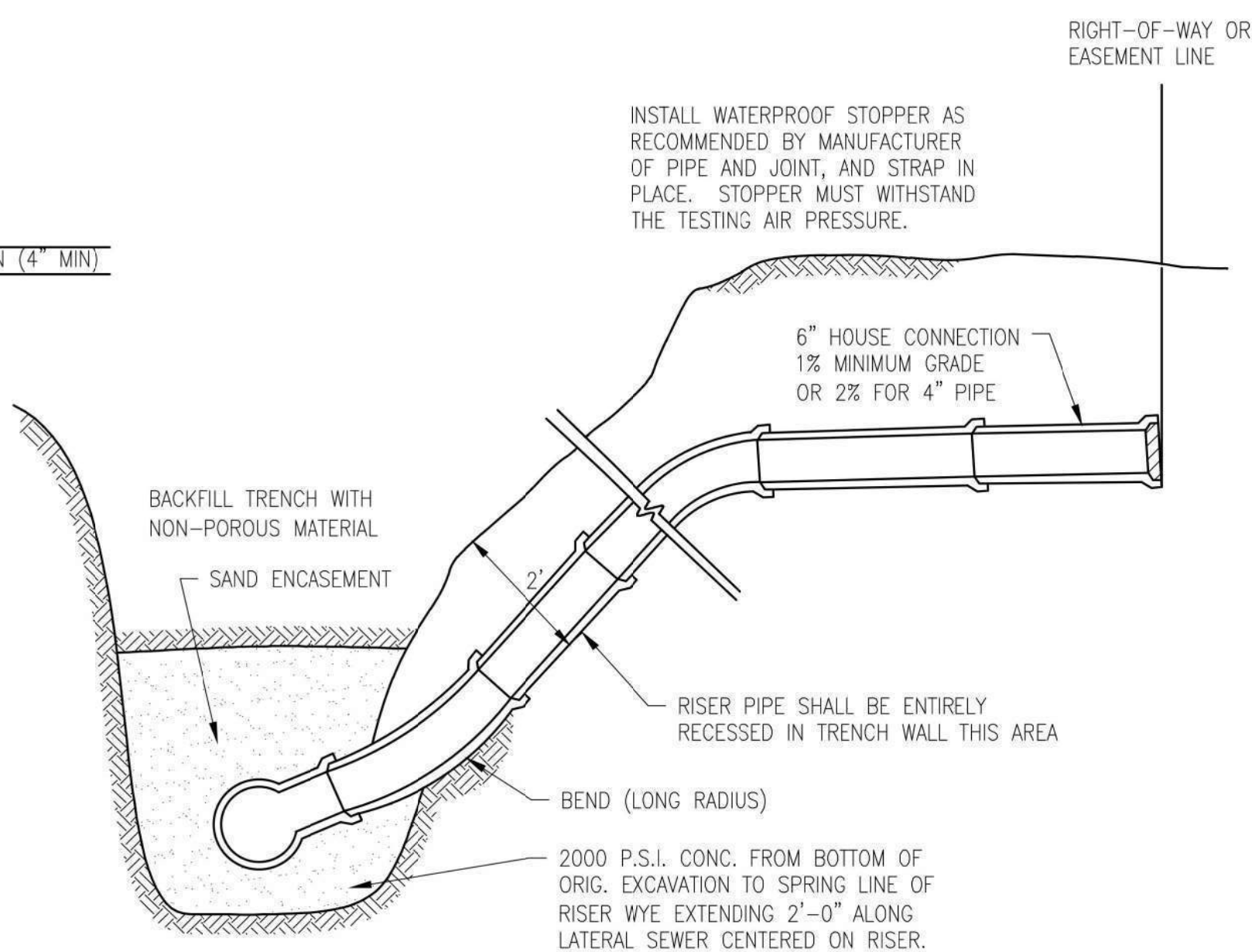
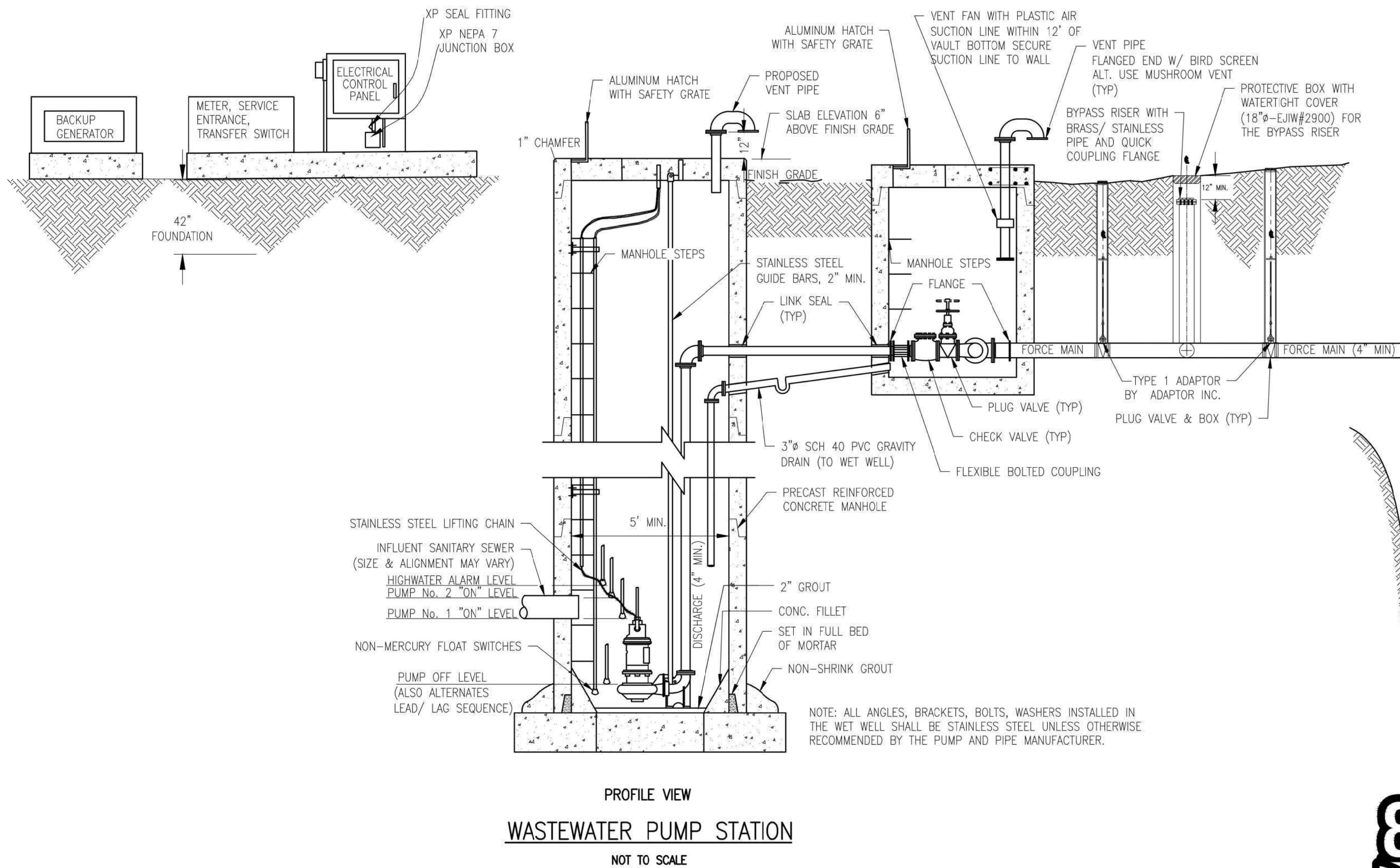
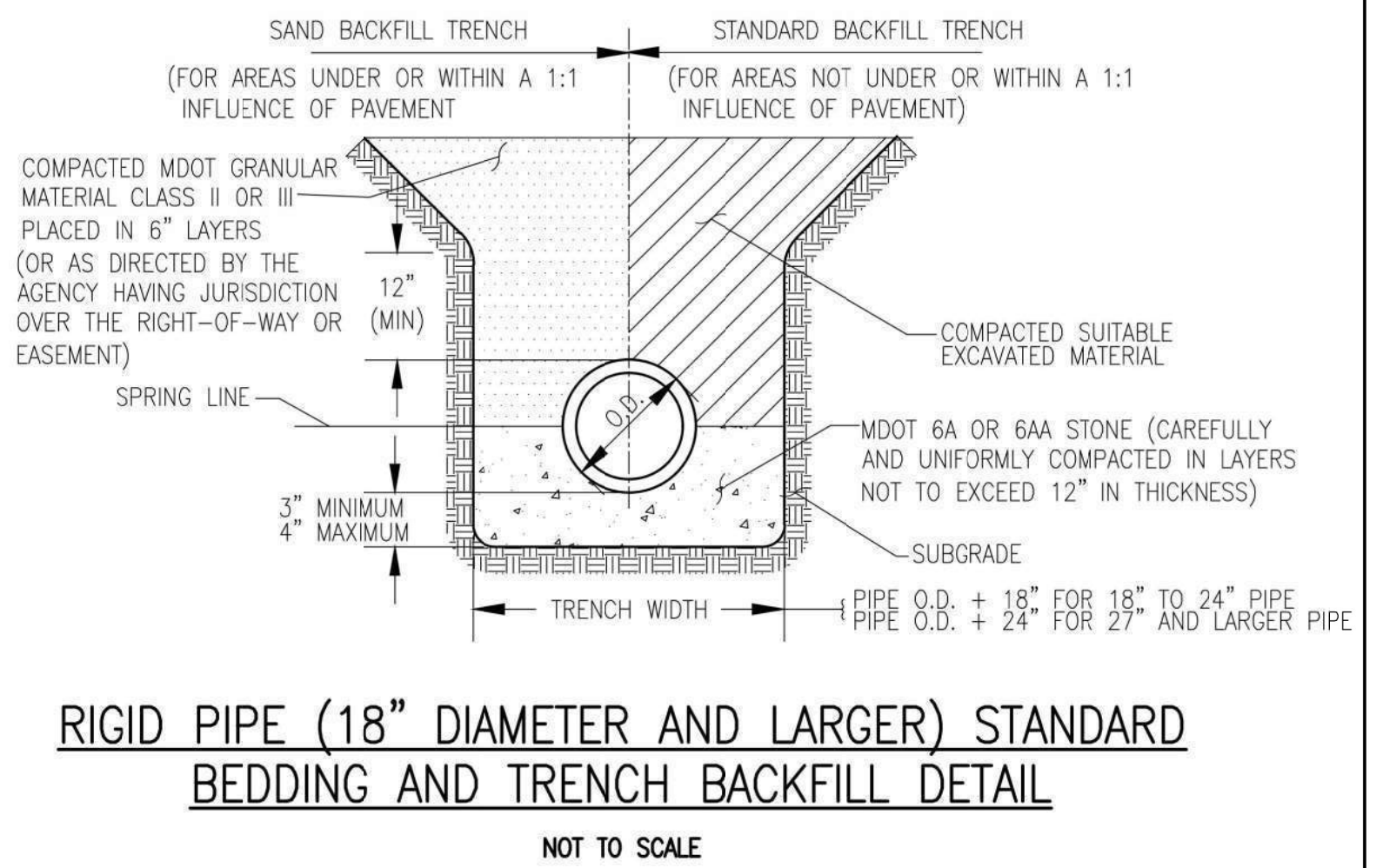
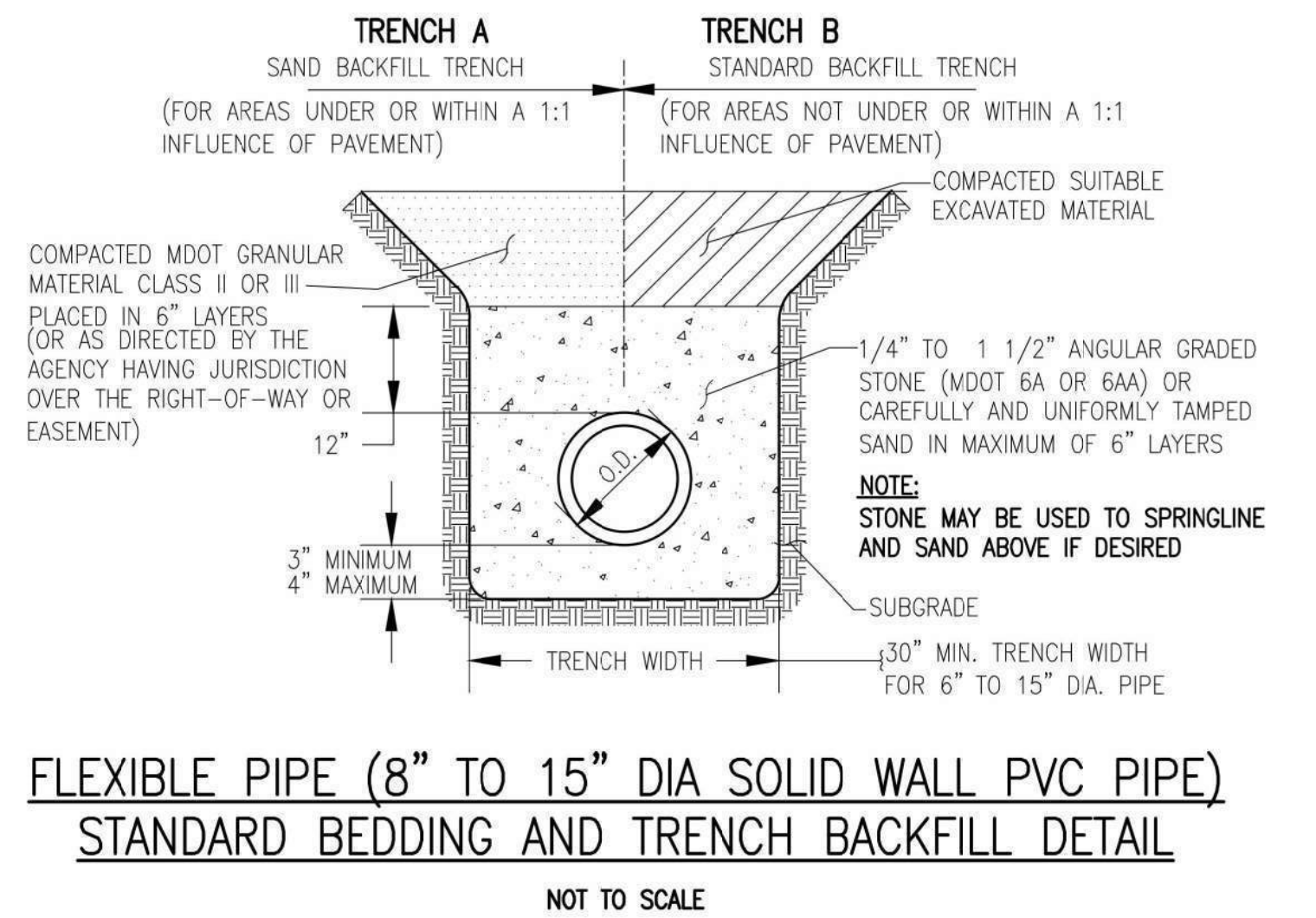
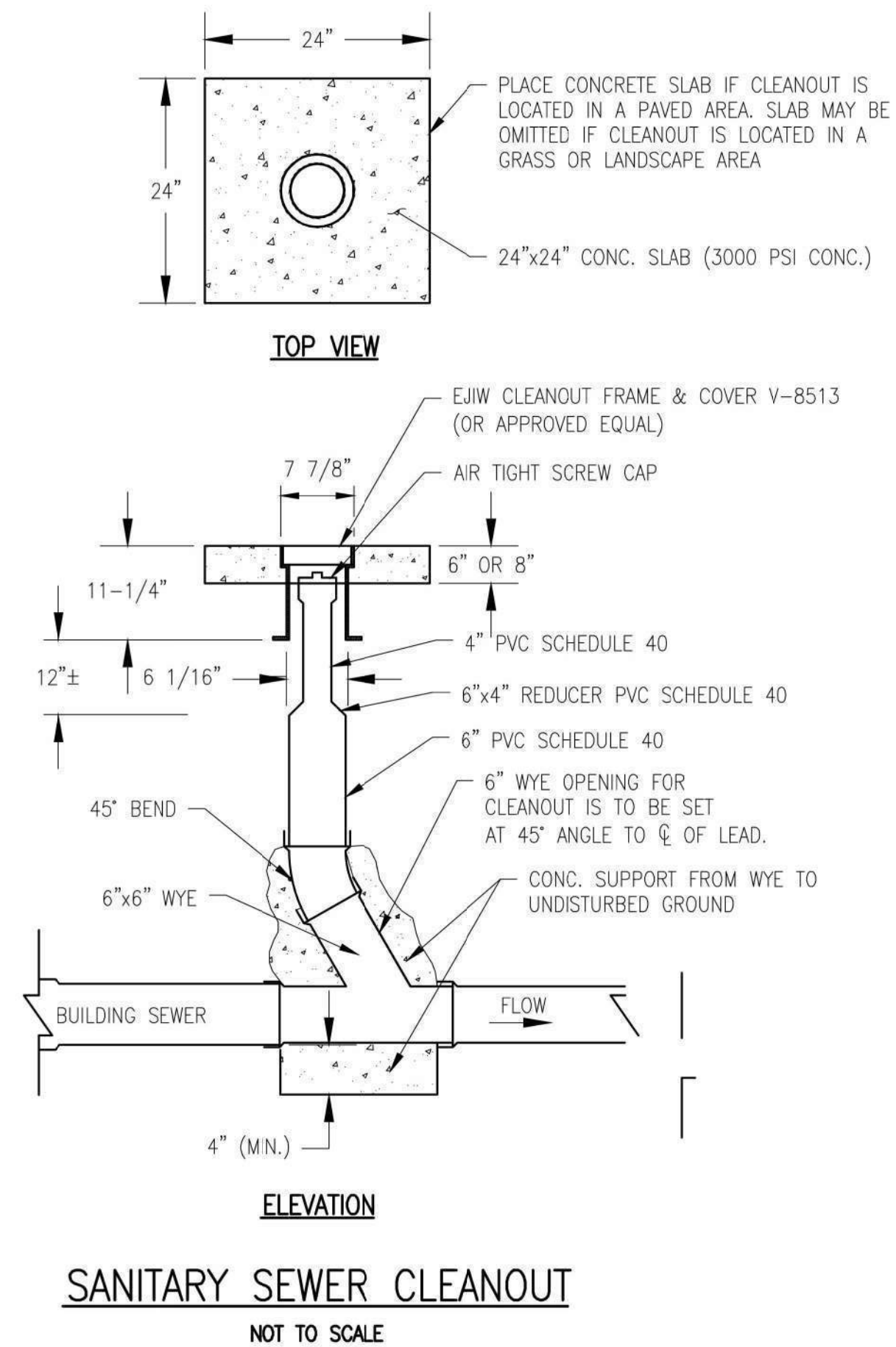
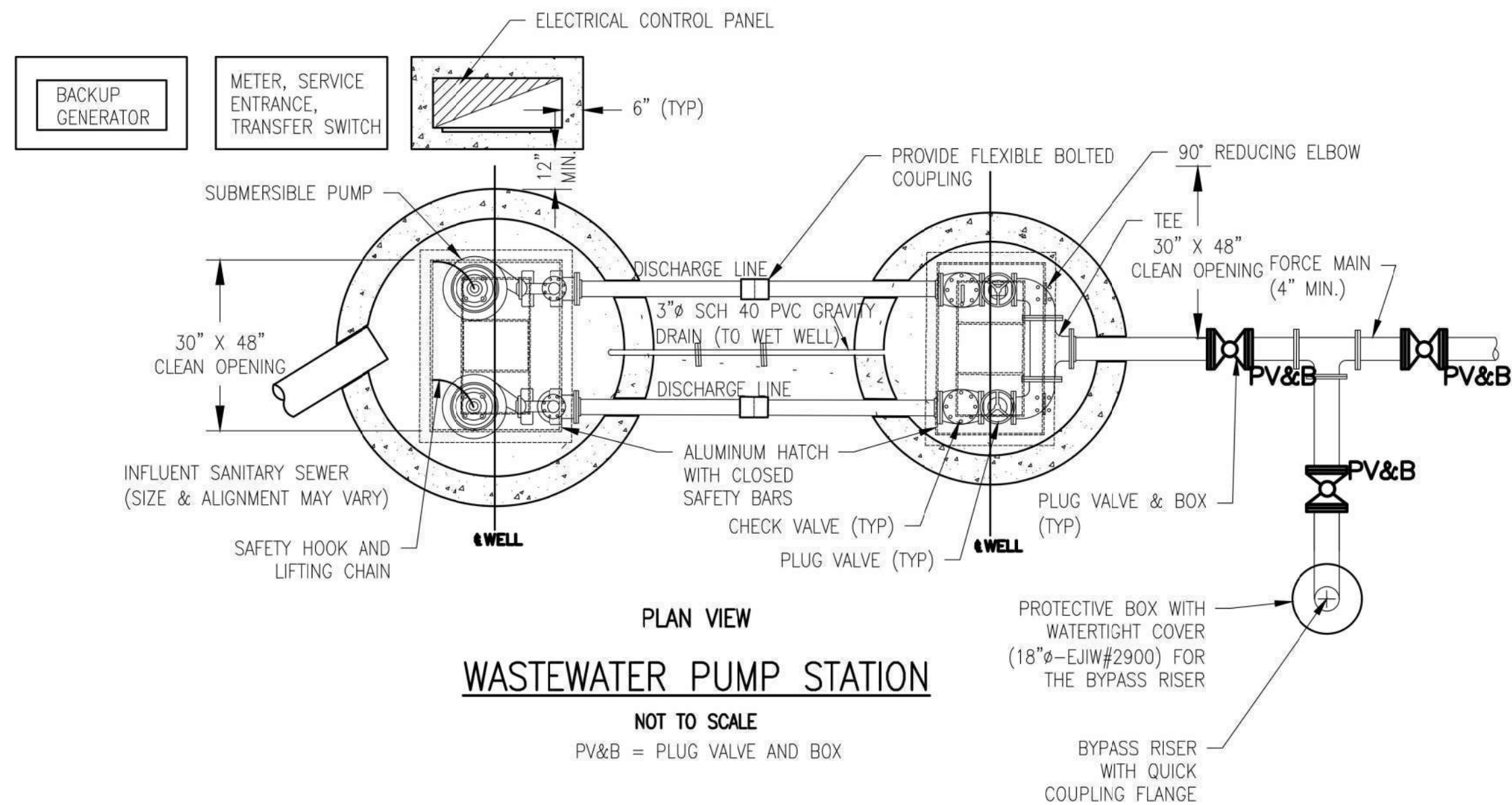


ARCHITECTS ENGINEERS PLANNERS
34000 Plymouth Rd
Livonia, MI 48150
OHM-ADVISORS.COM

City of Ypsilanti

Storm Sewer Standard Details

ST-2



DETAILS ARE FOR LAYOUT AND GENERALITIES ONLY. THE SPECIFIC COMPONENTS AND EXACT DETAILS MUST BE IDENTIFIED OR CREATED ON A CASE BY CASE BASIS THROUGH A DETAILED SUBMITAL REVIEW PROCESS.



Know what's below.
Call before you dig.

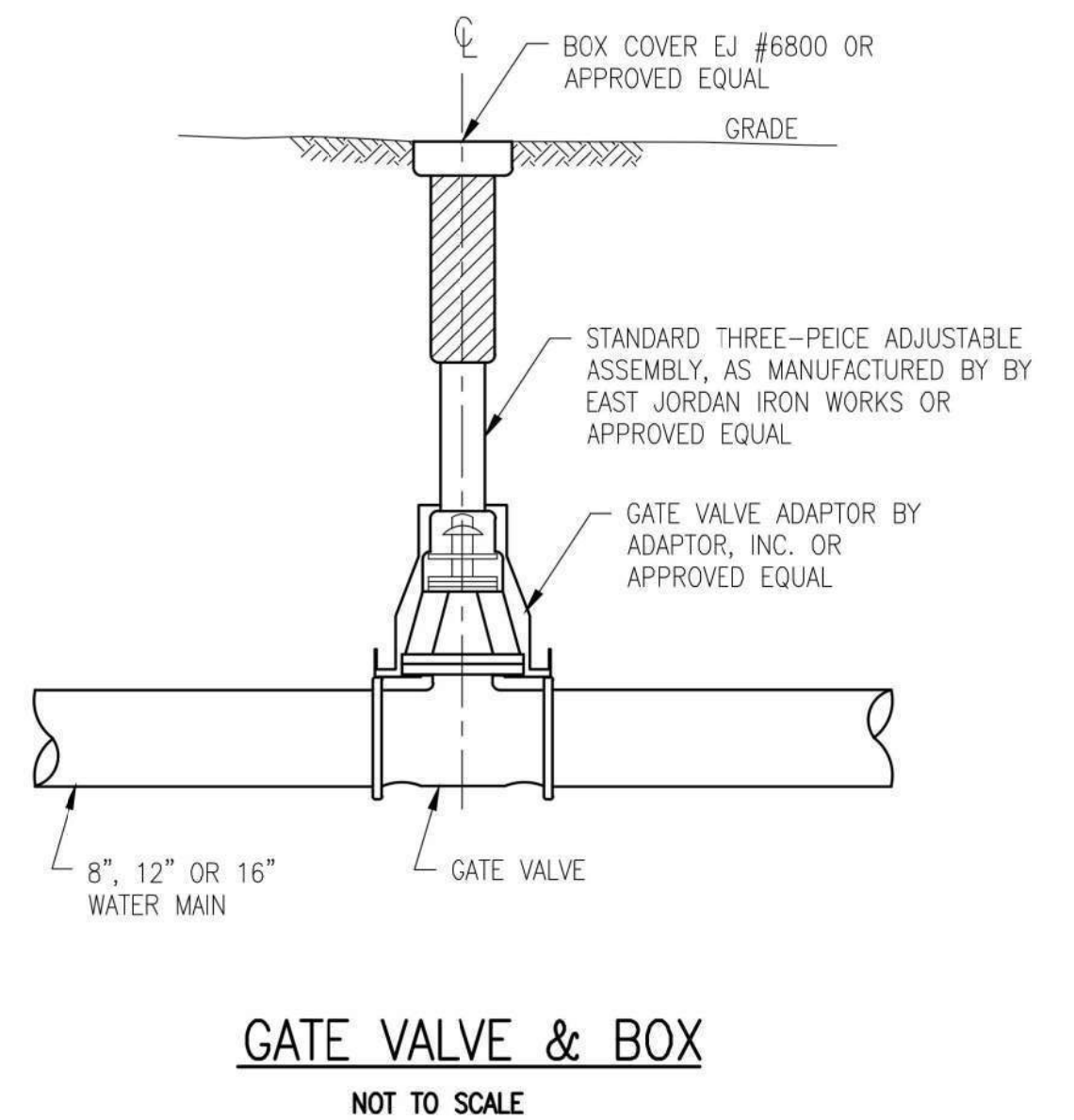
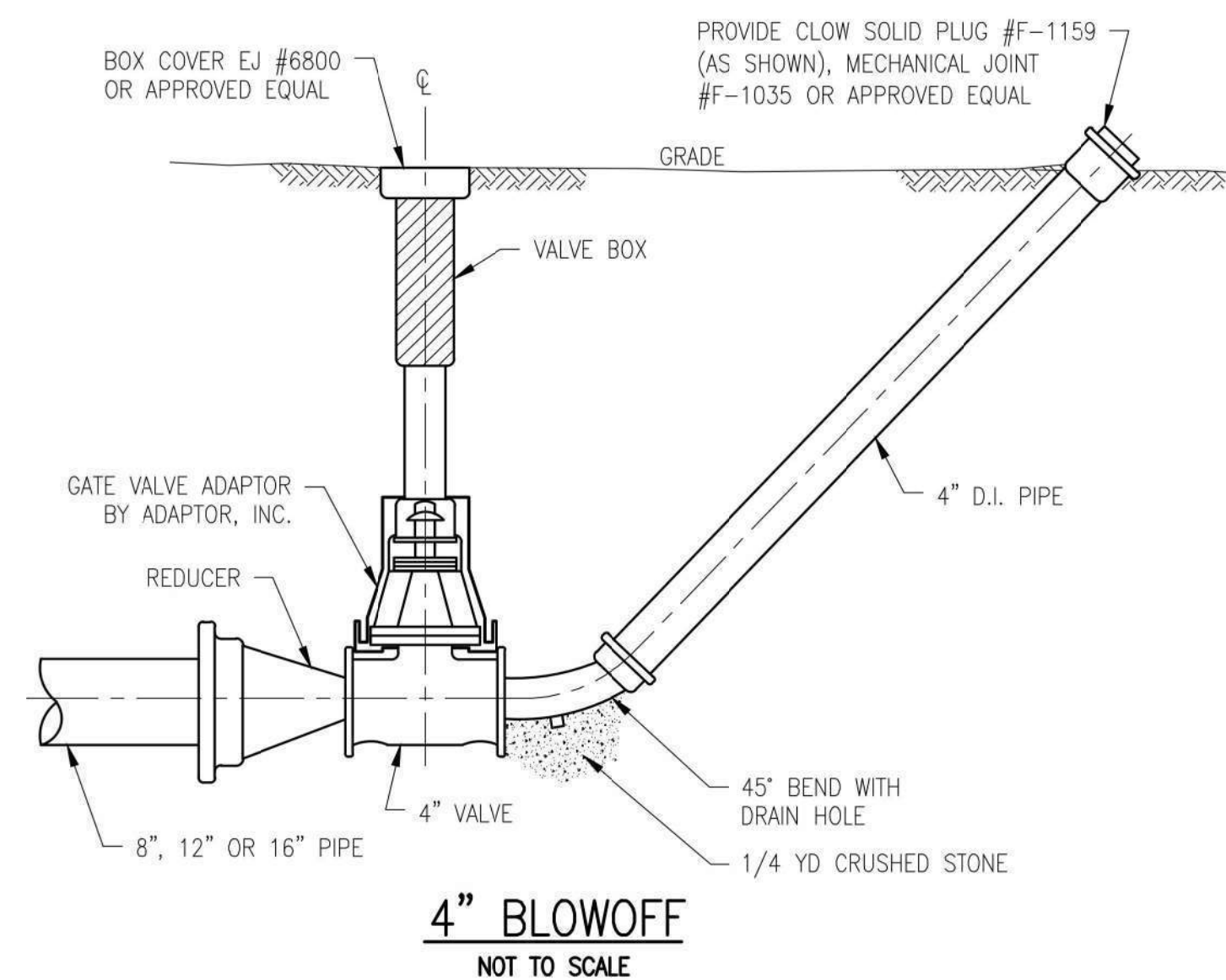
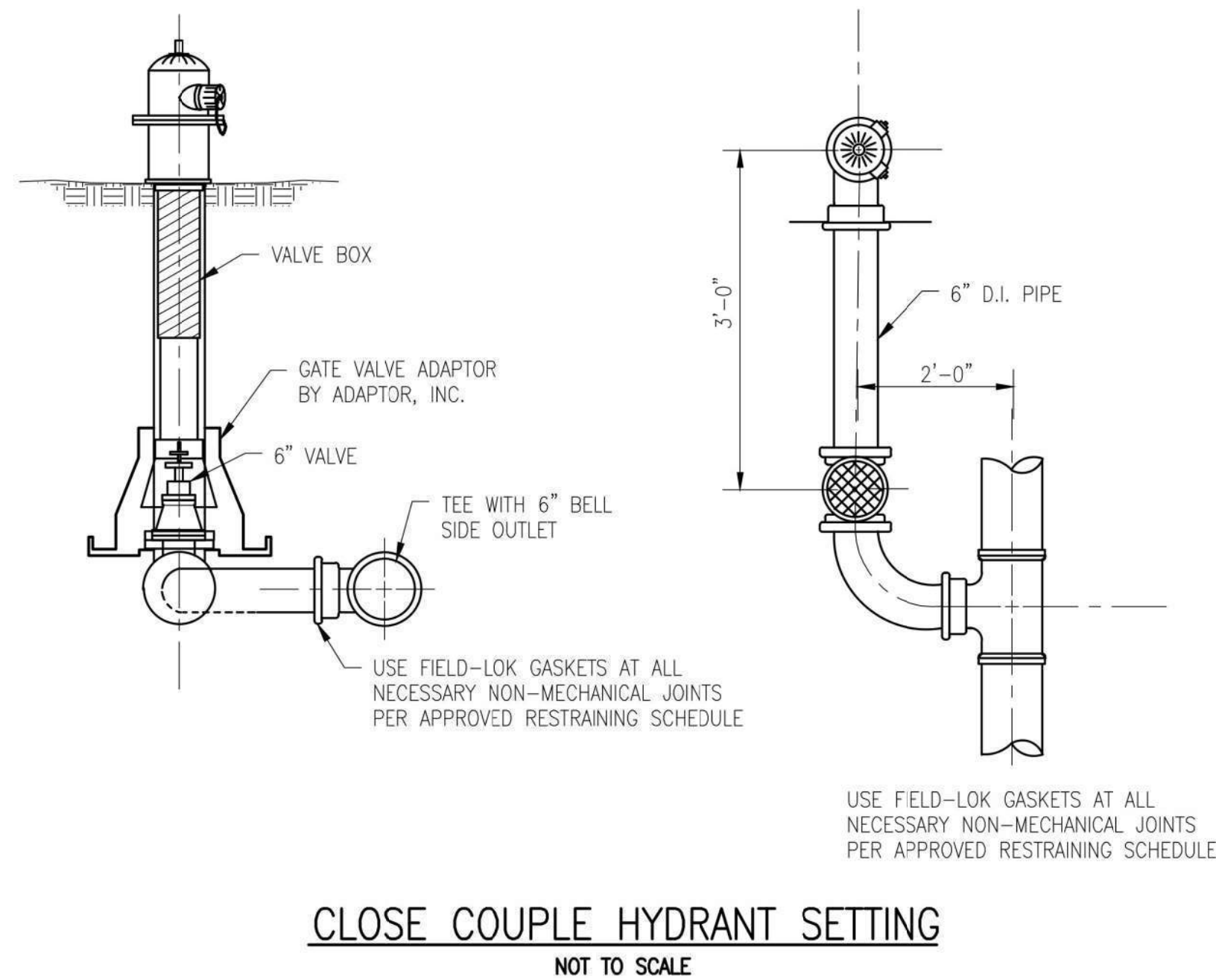
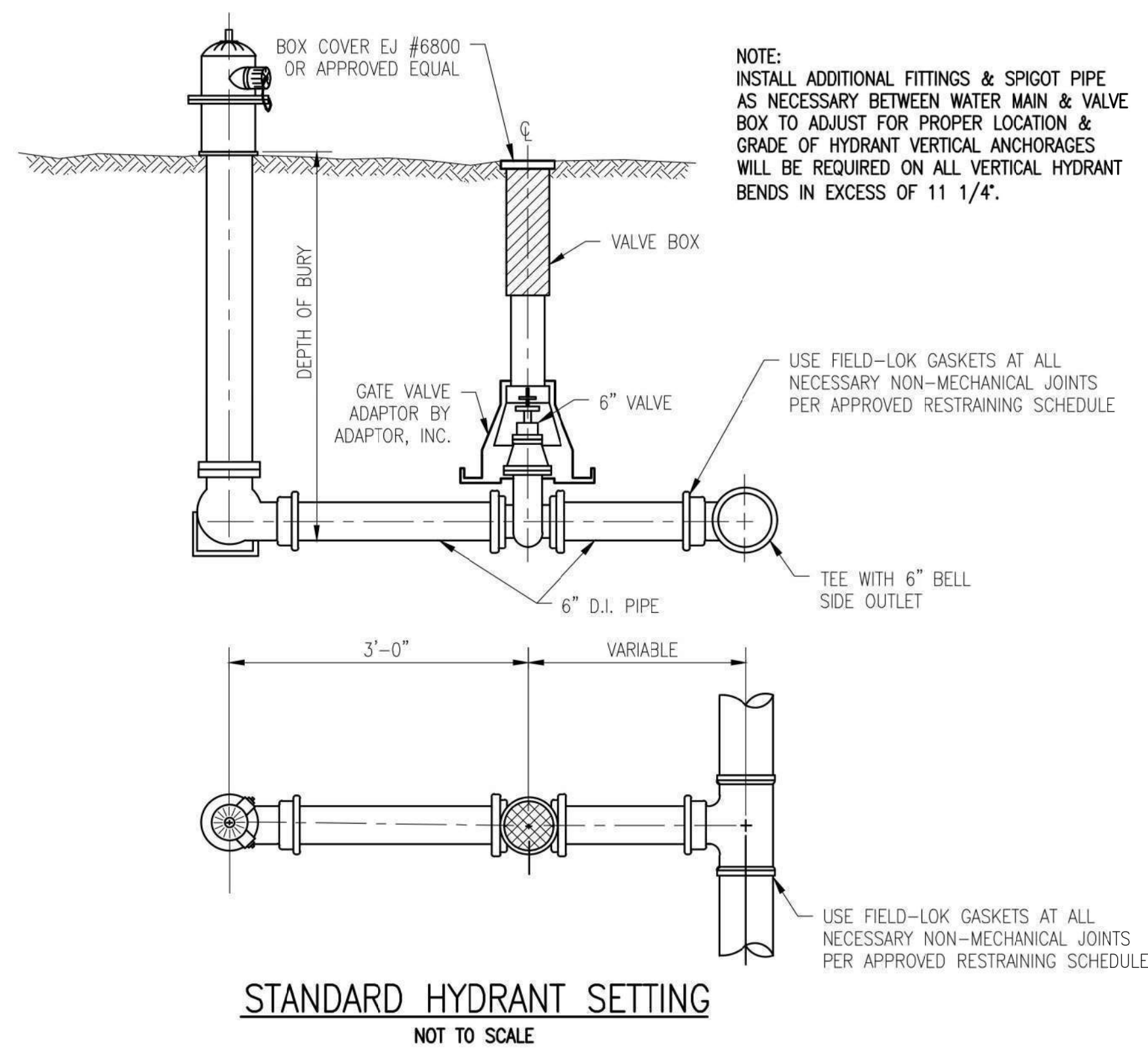
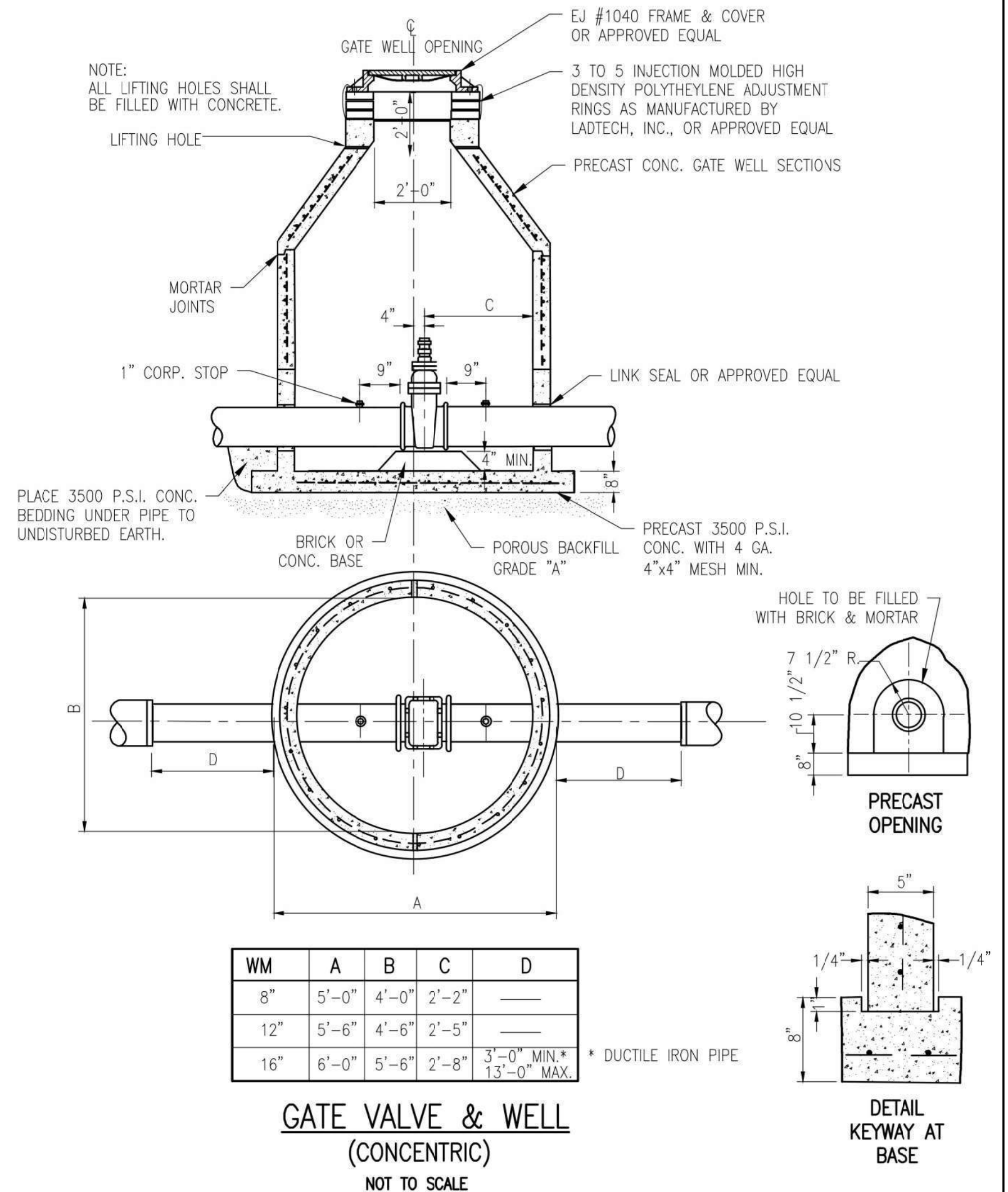
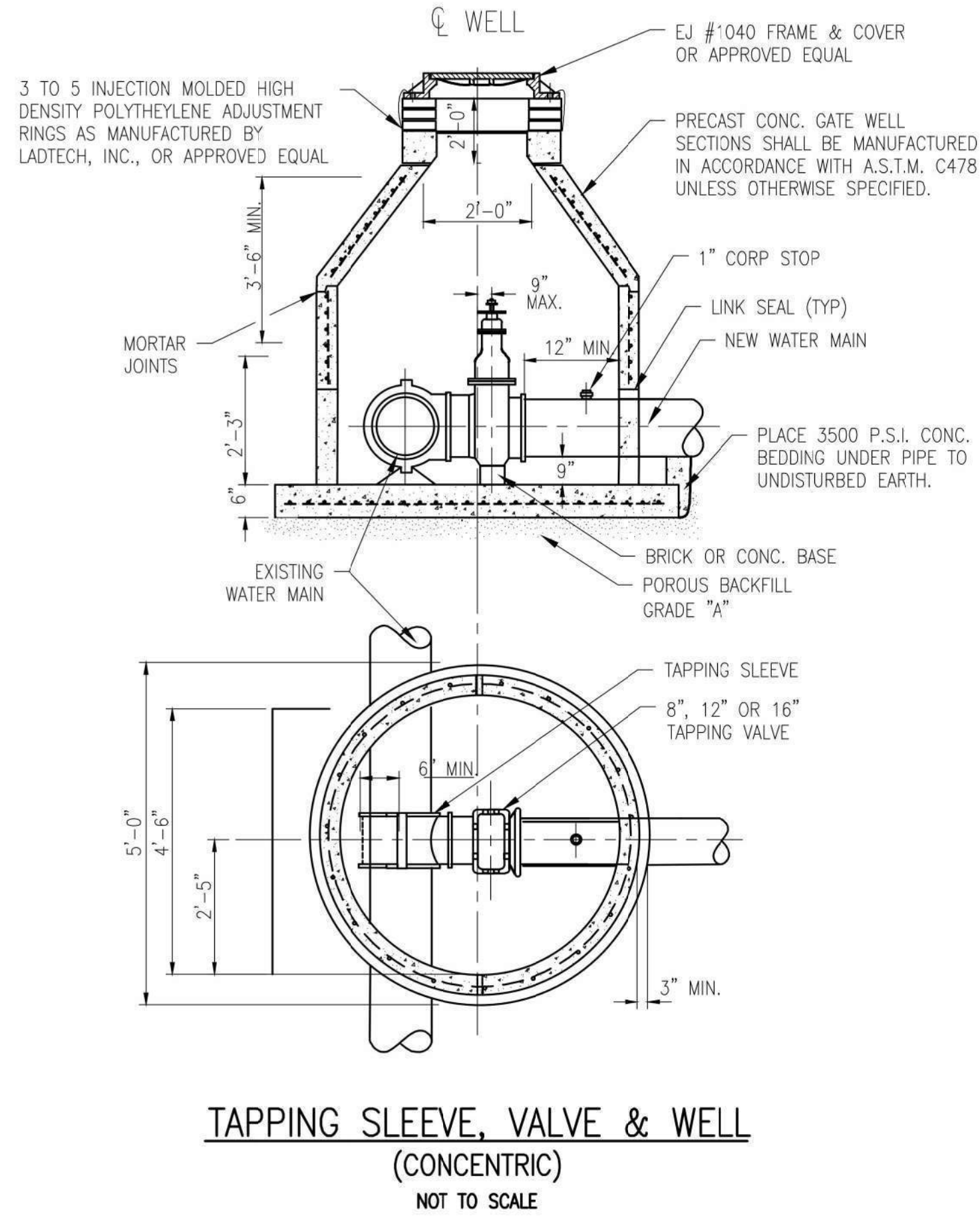
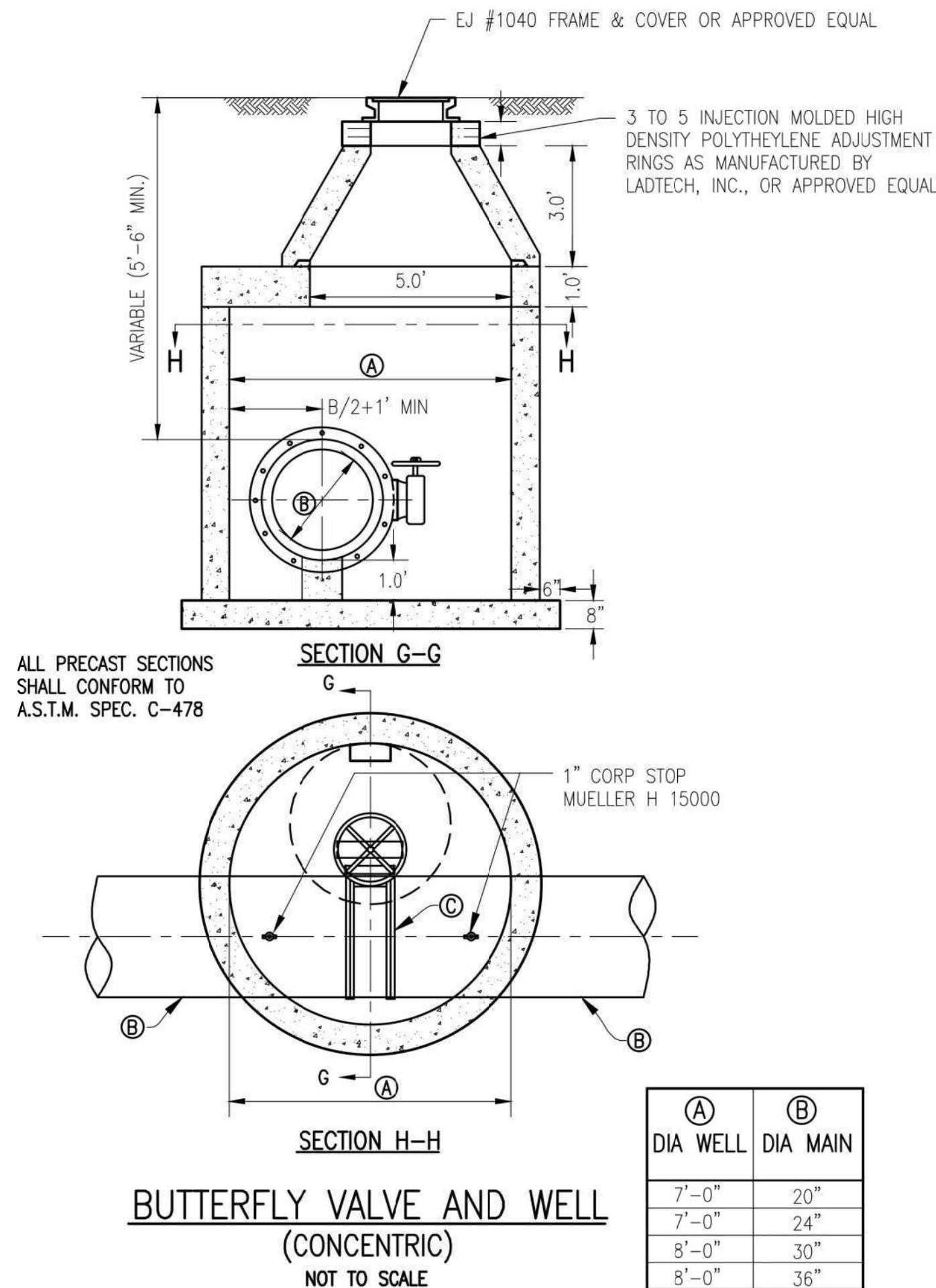
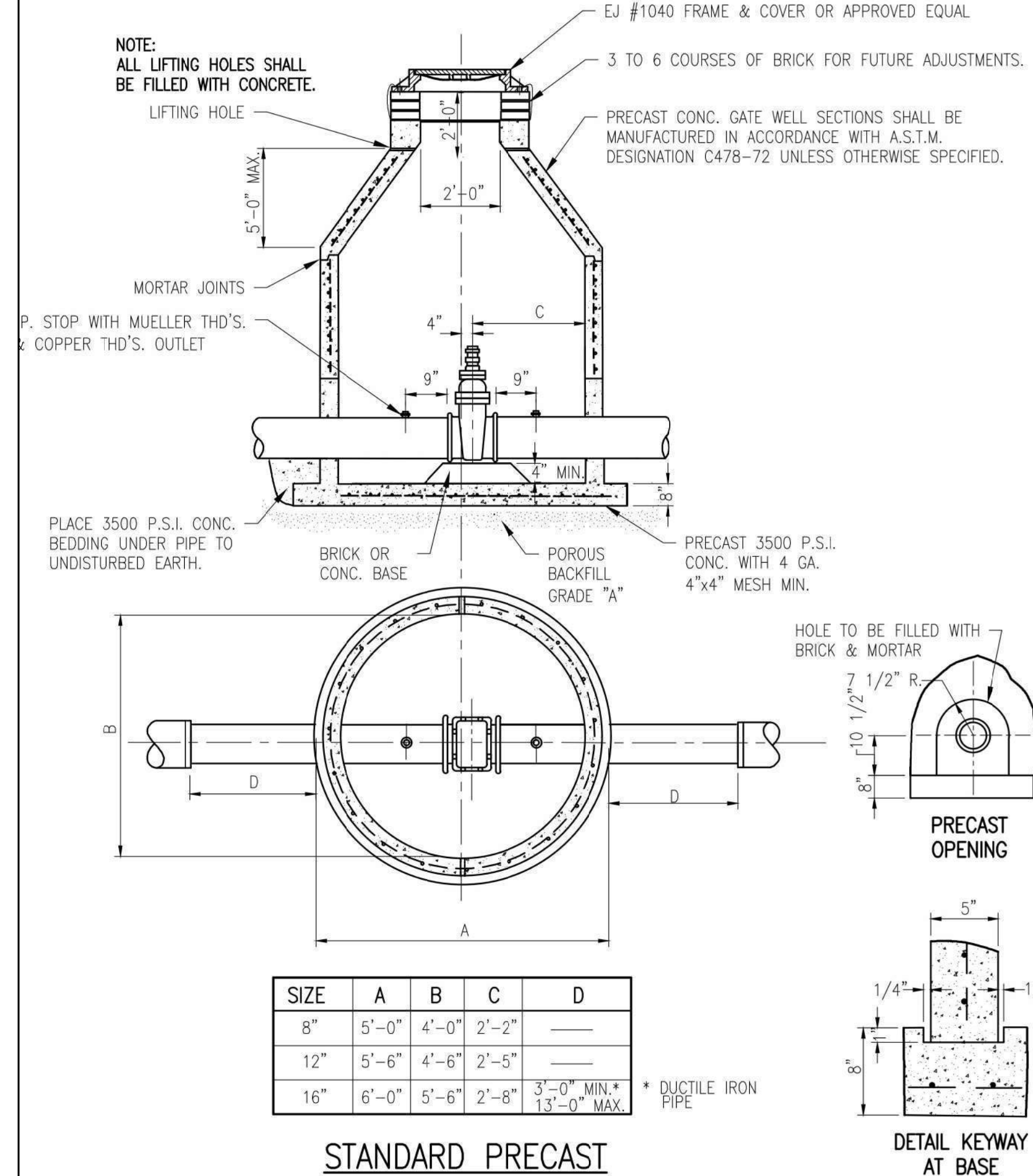


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STANDARD SANITARY SEWER DETAILS

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DATE	SCALE	SHEET
10/25/19	NO SCALE	ST-4

H:\BIDDING\330724\eng\0744\wp\wp.dwg, 02/20/2017 7:41:11 AM, 11



Know what's below.
Call before you dig.

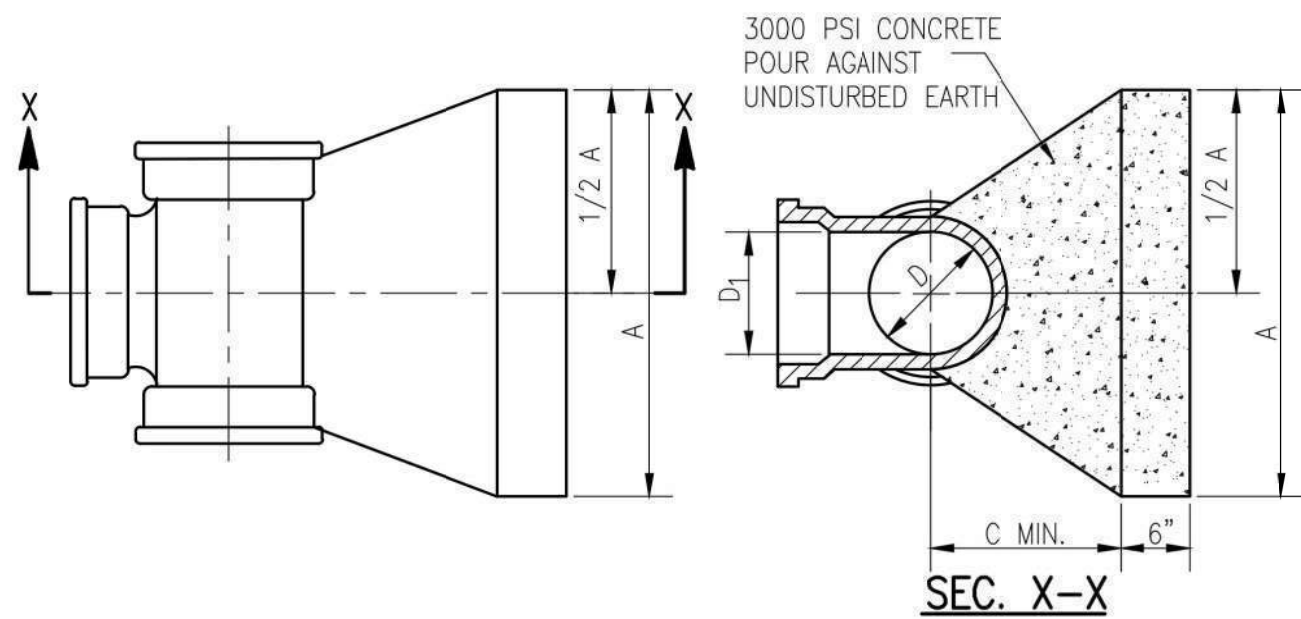


REVISIONS	
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STANDARD WATER MAIN DETAILS

YPSILANTI COMMUNITY UTILITIES AUTHORITY 2777 STATE ROAD YPSILANTI, MICHIGAN 48198-9112 (734) 484-4800 FAX: (734) 544-7221 WWW.YCUA.ORG		
DATE	SCALE	SHEET
09/25/19	NO SCALE	ST-5

DIA. OF TEE		THRUST BLOCK	
D	D ₁	A	C
8"	8"	2'-6"	2'-0"
12"	8"	2'-6"	2'-0"
16"	8"	2'-6"	2'-0"
12"	12"	3'-6"	2'-0"
16"	12"	3'-6"	2'-0"
20"	12"	3'-6"	2'-0"
24"	12"	3'-6"	2'-0"
16"	16"	6'-0"	2'-3"
20"	16"	6'-0"	2'-3"
24"	16"	6'-0"	2'-3"



THRUST BLOCK AT TAPPING SLEEVE TEE
NOT TO SCALE

STANDARD CASING SECTION
NOT TO SCALE

-

NOT TO SCALE

* NOTE: IF THE EXISTING SUBGRADE MATERIAL MEETS THE REQUIREMENTS FOR MDOT GRANULAR MATERIAL CLASS II (MINIMUM 4" THICK), THEN THE WATER MAIN MAY BE LAID DIRECTLY ON THE COMPACTED EXISTING SUBGRADE MATERIAL.

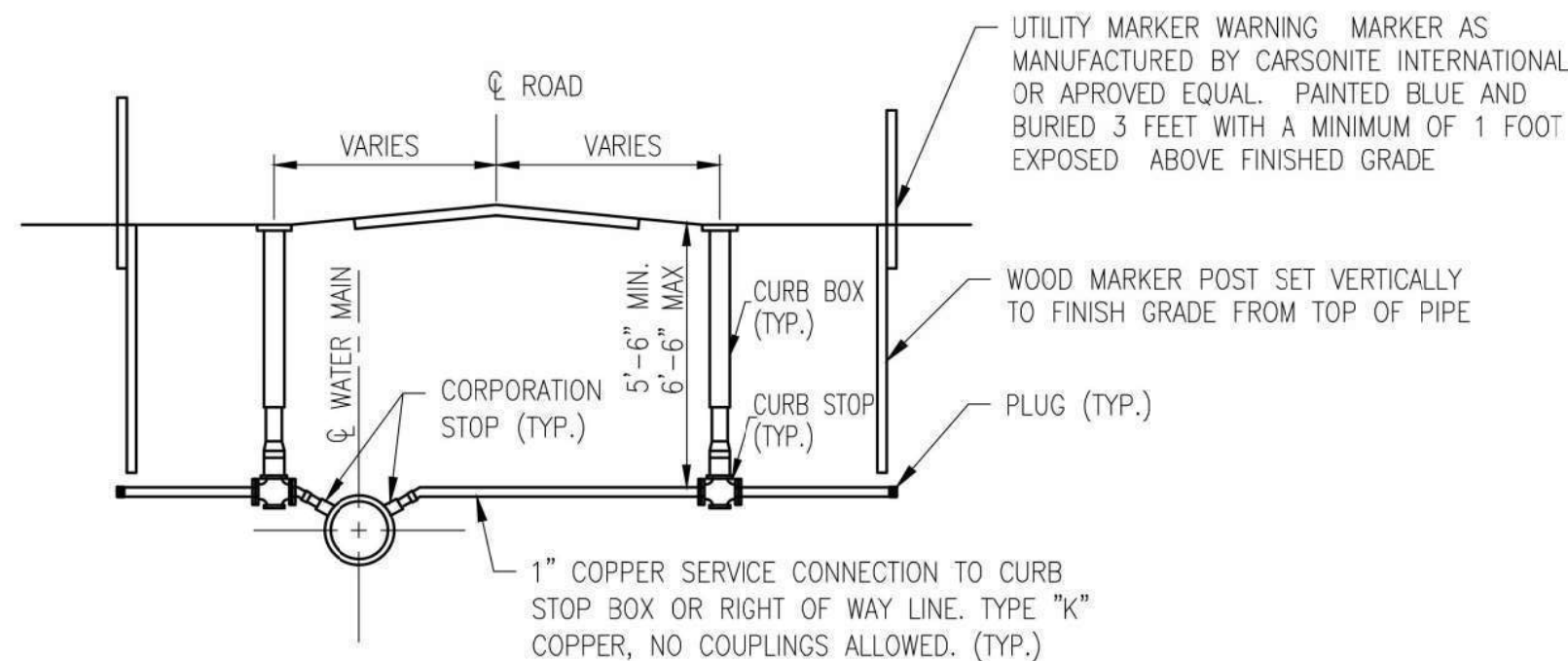


Diagram illustrating the connection of a vault to a water main, showing various components and safety features:

- WATER MAIN
- 6" VALVE BOX WITH BASE FOR W.M. 16" AND SMALLER DIAMETER. GATE WELL FOR W.M. LARGER THAN 16" DIAMETER.
- 90° BEND
- BLEEDER VALVE
- MIN. 6"
- METER
- BLEEDER VALVE
- SUMP PUMP
- 90° BEND
- MIN. 6"
- LINK SEAL (TYP.)
- MIN. 6"
- FLOW
- MIN. 6"
- FLOW
- MIN. 6"
- FLOW
- TEE
- WATER MAIN
- MIN. 6"
- 6" VALVE BOX WITH BASE FOR W.M. 16" AND SMALLER DIAMETER. GATE WELL FOR W.M. LARGER THAN 16" DIAMETER.
- GATE VALVE
- WATER MAIN TEE
- TEST PORT
- FLOOR SLOPE TO SUMP
- GATE VALVE
- WALL MOUNTED ALUMINUM LADDER

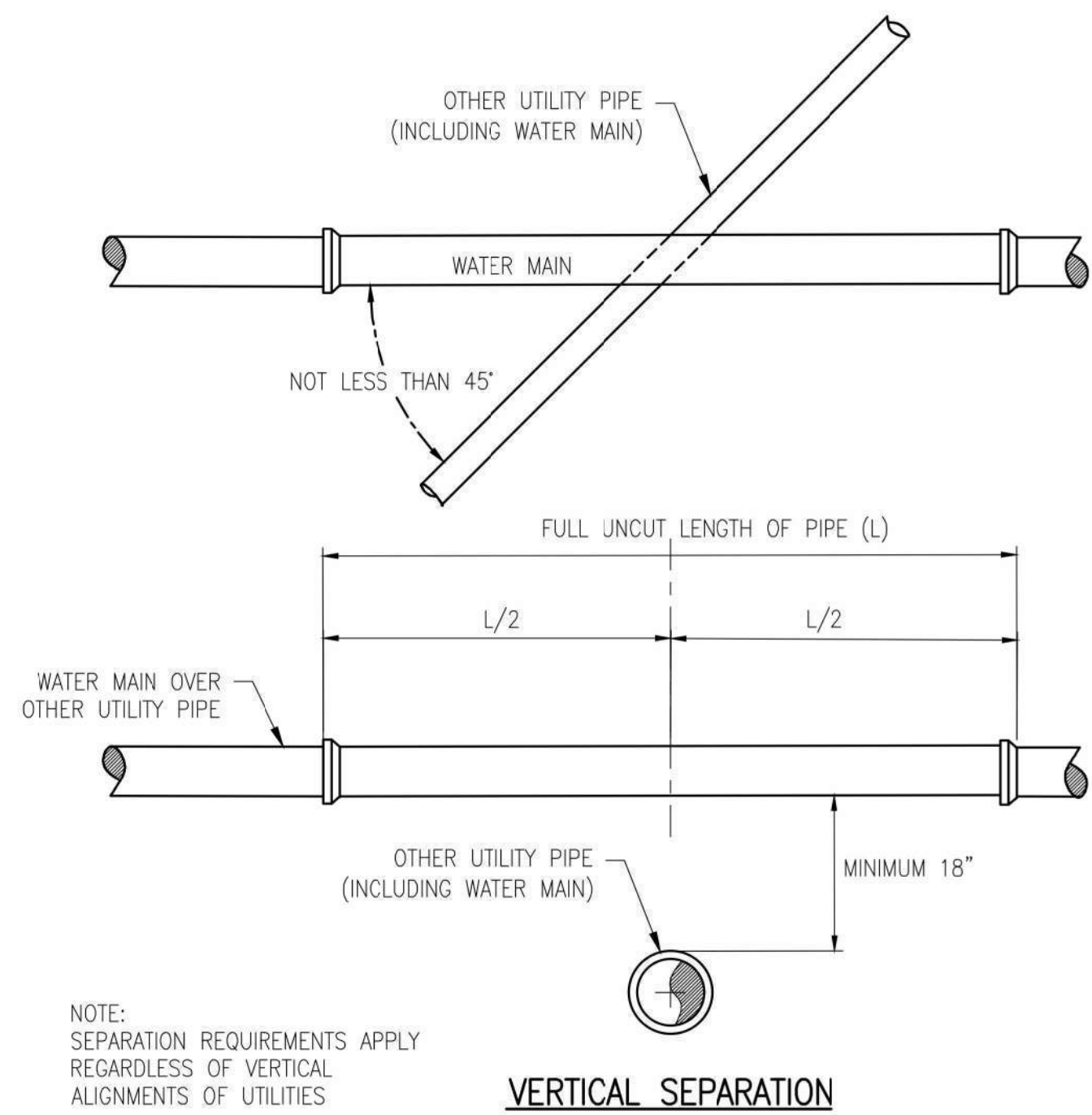
NO TRANSITION COUPLINGS IN VAULT
ALL FLANGED CONNECTIONS IN VAULT
WALL MOUNTED ALUMINUM LADDER SHALL BE
EQUIPPED WITH LADDER UP SAFETY POST, BILCO
OR APPROVED EQUAL

NOT TO SCALE

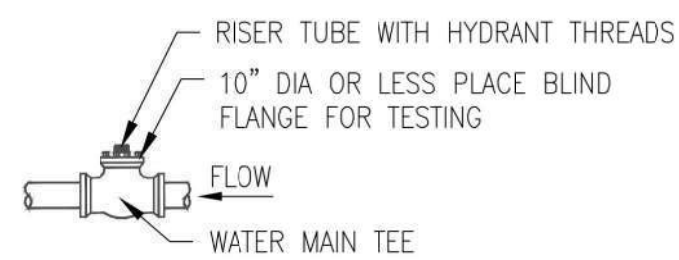
- 

[illegible]

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DATE	SCALE	SHEET
09/25/19	NO SCALE	<i>ST-6</i>

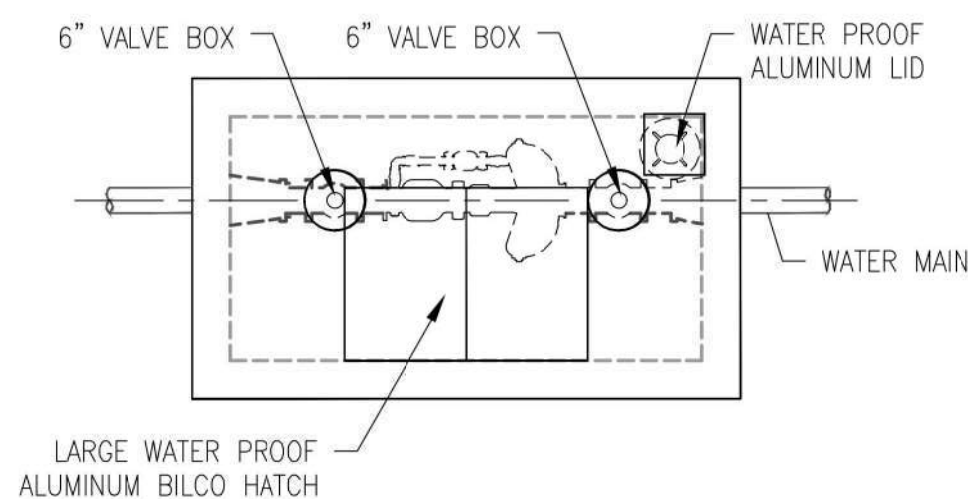


WATER MAIN CROSSING OTHER UTILITIES
NOT TO SCALE

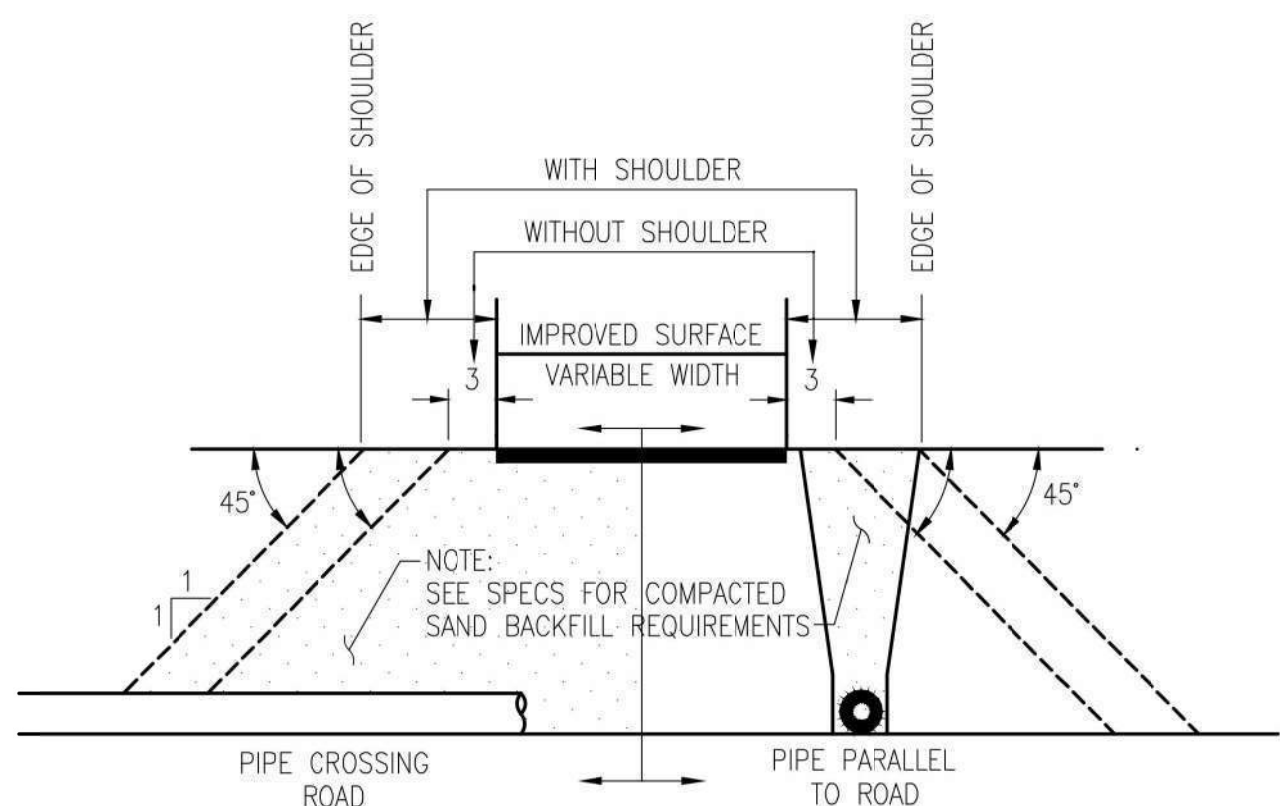


TEST PORT

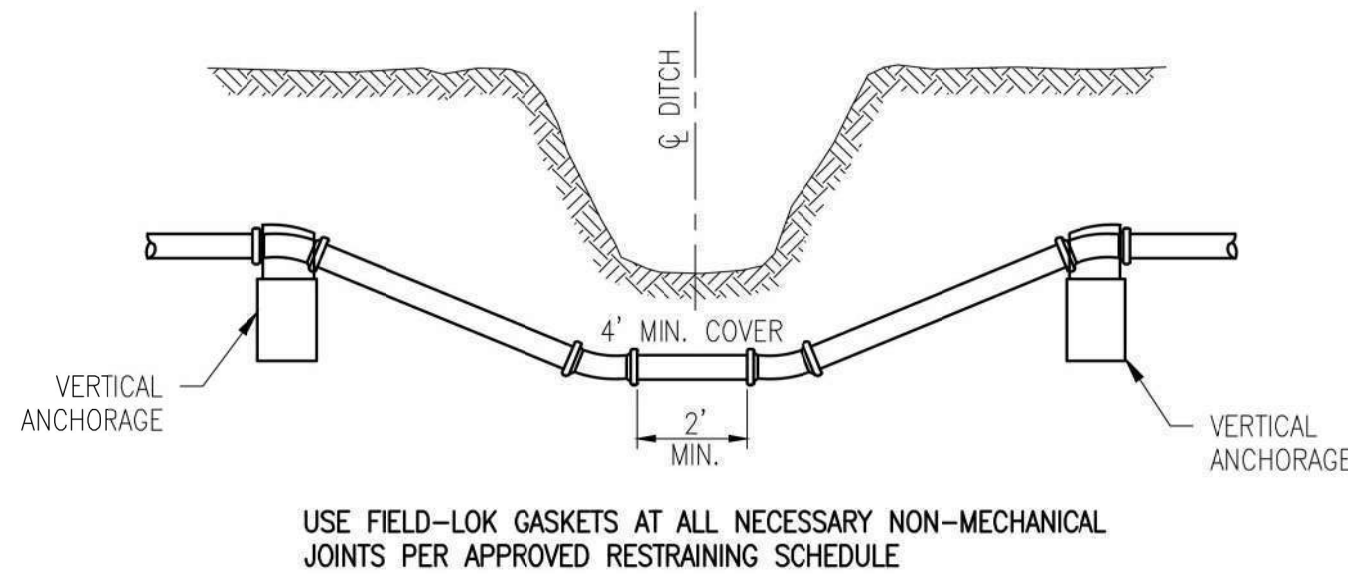
PIPE DIA	TEST PORT SIZE
6"	6"
8"	8"
10"	10"
12"	10"
16"	10"



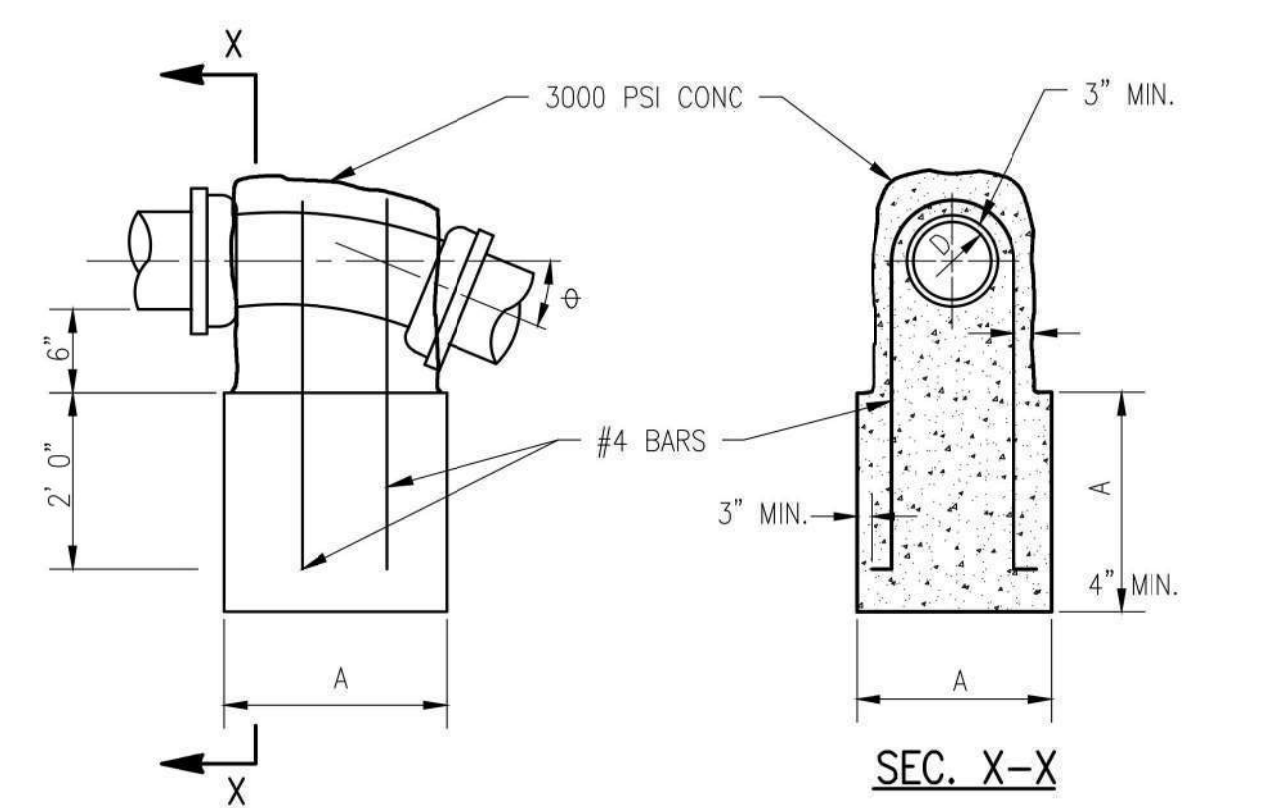
MASTER METER VAULT
CONFIGURATION WITH COVER
NOT TO SCALE



BACKFILL IN THE AREA OF STREETS, ALLEYS
SIDEWALKS, DRIVES & PARKING LOTS
NOT TO SCALE

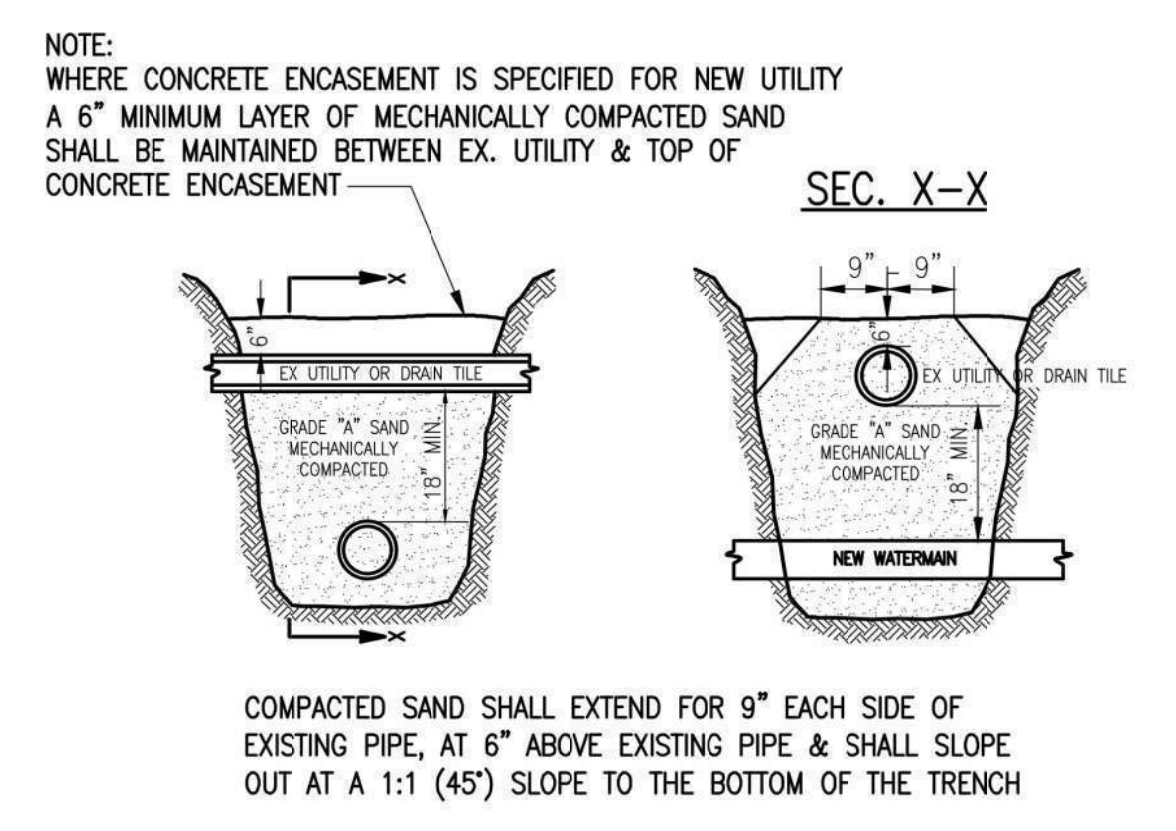


STANDARD DITCH CROSSING
NOT TO SCALE

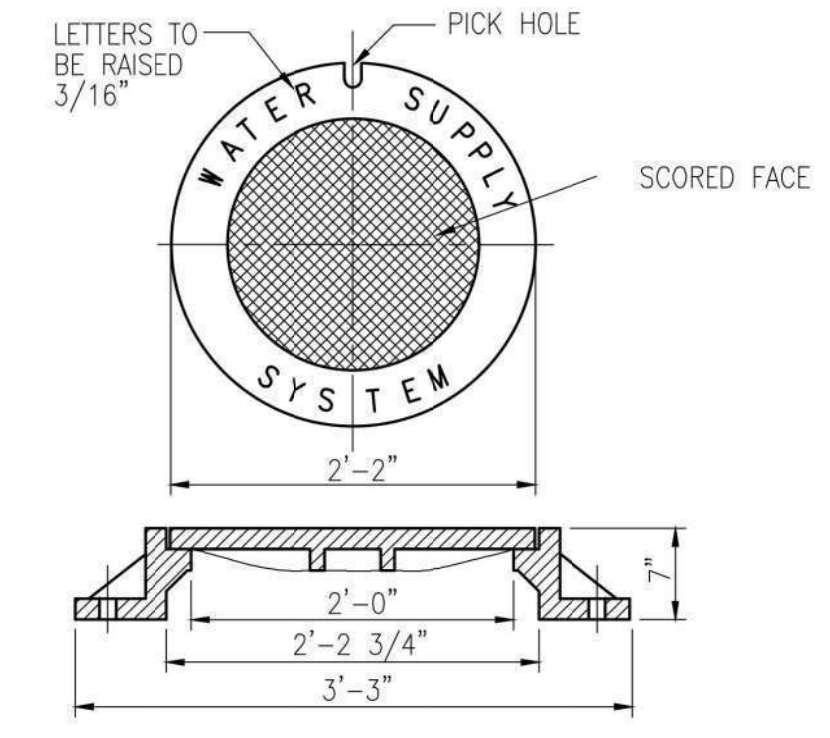
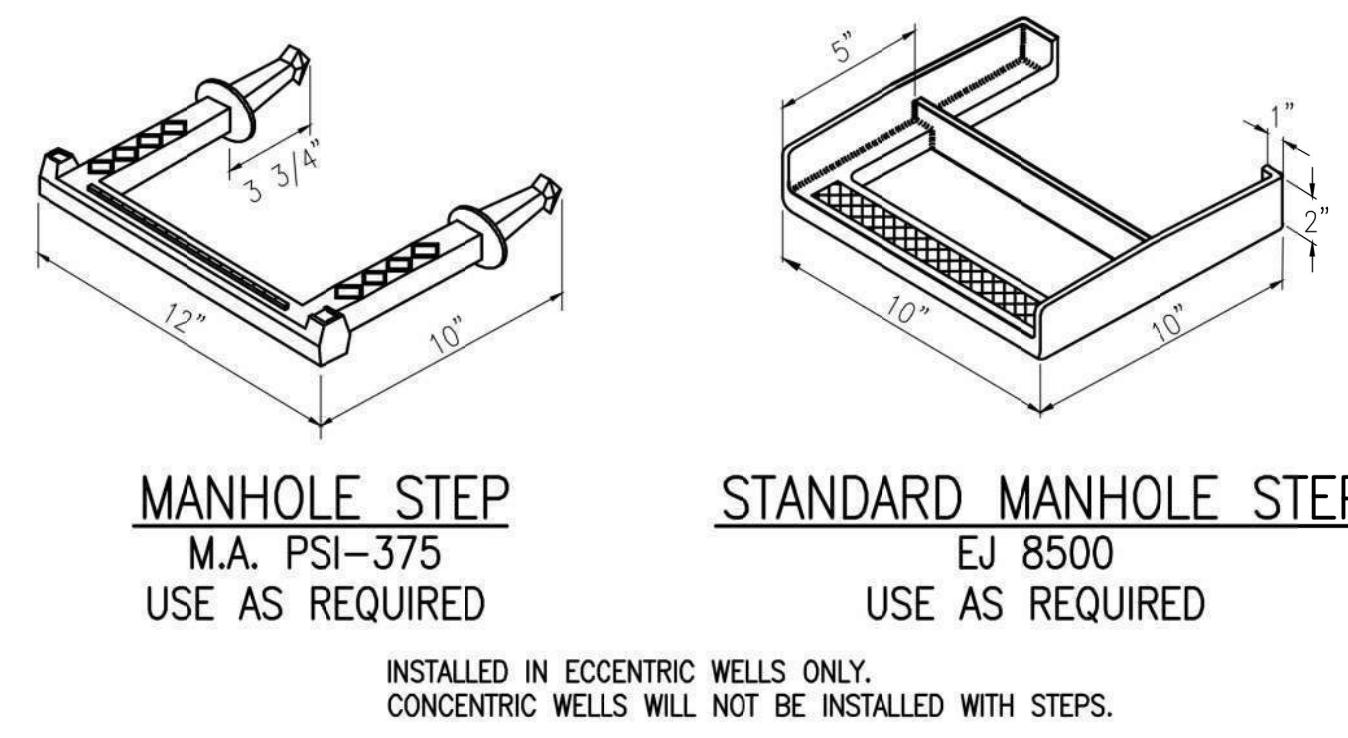


DETAIL OF VERTICAL ANCHORAGE
NOT TO SCALE

DIA. OF WATER MAIN	BEND	A	NUMBER OF BARS
6"	22 1/2"	2'-0"	2
8"	22 1/2"	3'-3"	2
12"	22 1/2"	4'-0"	3
16"	22 1/2"	4'-0"	3
20"	22 1/2"	5'-0"	3
24"	22 1/2"	5'-0"	3



STANDARD PIPE SUPPORT
NOT TO SCALE



STANDARD FRAME & COVER
EJ #1040
USE AS REQUIRED

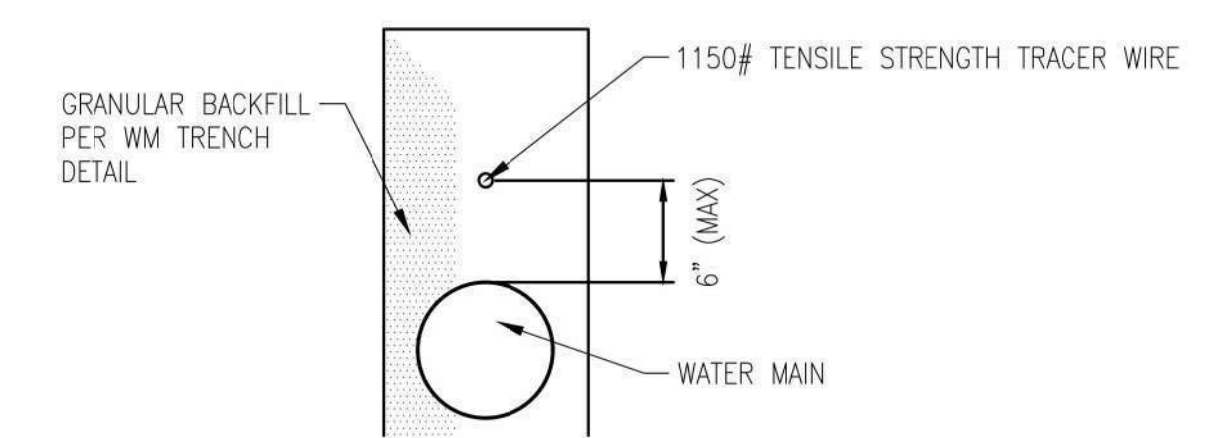
PIPE RESTRAINT SCHEDULE

THE FOLLOWING TABLE IS A JOINT RESTRAINT SCHEDULE (DIPRA) FOR GROUND-BURIED DUCTILE IRON OR PVC PIPE. LENGTHS OF PIPE RESTRAINT ARE GIVEN IN FEET.

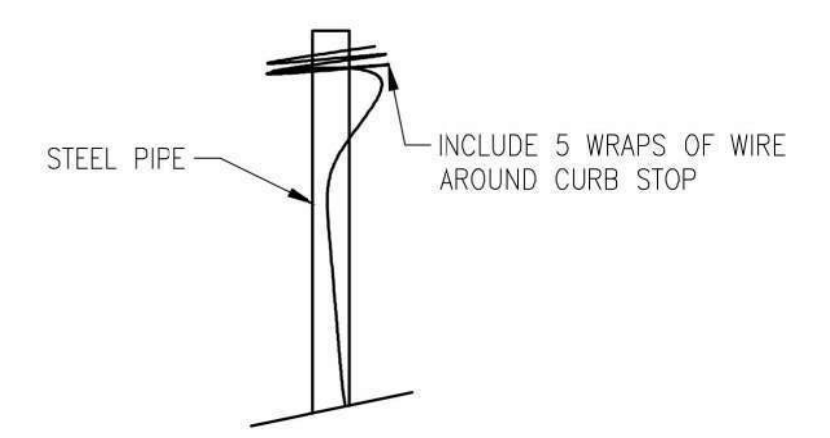
PIPE DIAMETER	TEES, 90° PLUGS	45° BENDS	22 1/2° BENDS	REDUCERS
6"	40	25	25	30
8"	55	25	25	30
12"	80	35	25	55
16"	100	40	25	60
24"	135	56	25	65

- BASED UPON
- INTERNAL PRESSURE: 180
PIPE DEPTH: 5
BEDDING CLASS: TYPE 4
SOIL TYPE: GOOD SAND
SAFETY FACTOR: 2
- IF PIPE DIAMETER IS NOT LISTED IN THIS TABLE; THE NEXT LARGEST PIPE SHALL BE USED. THIS TABLE IS BASED ON A TEST PRESSURE OF 180 PSI (OPERATING PRESSURE PLUS WATER HAMMER).
 - FOR OTHER TEST PRESSURES, ALL VALUES TO BE INCREASED OR DECREASED PROPORTIONALLY. THE VALUES PROVIDED OF RESTRAINT LENGTH ARE IN EACH DIRECTION FROM THE POINT OF DEFLECTION OR TERMINATION EXCEPT FOR TEES, AT WHICH ONLY THE BRANCH IN THE DIRECTION OF THE STEM.
 - IF TIE RODS ARE USED, USE FOUR RODS MINIMUM AND ADD 1/8 INCH TO BAR DIAMETER AS CORROSION ALLOWANCE. SIZE REDUCTION IS BASED UPON THE PIPE DIAMETER SHOWN IN THIS TABLE.
 - MANUFACTURER'S RESTRAINT SCHEDULE AND SPECIFIC SITE CONDITIONS MAY MODIFY THE ABOVE SCHEDULE. ANY ALTERNATIVE SCHEDULE SHALL BE SUBMITTED TO YCUA FOR APPROVAL.

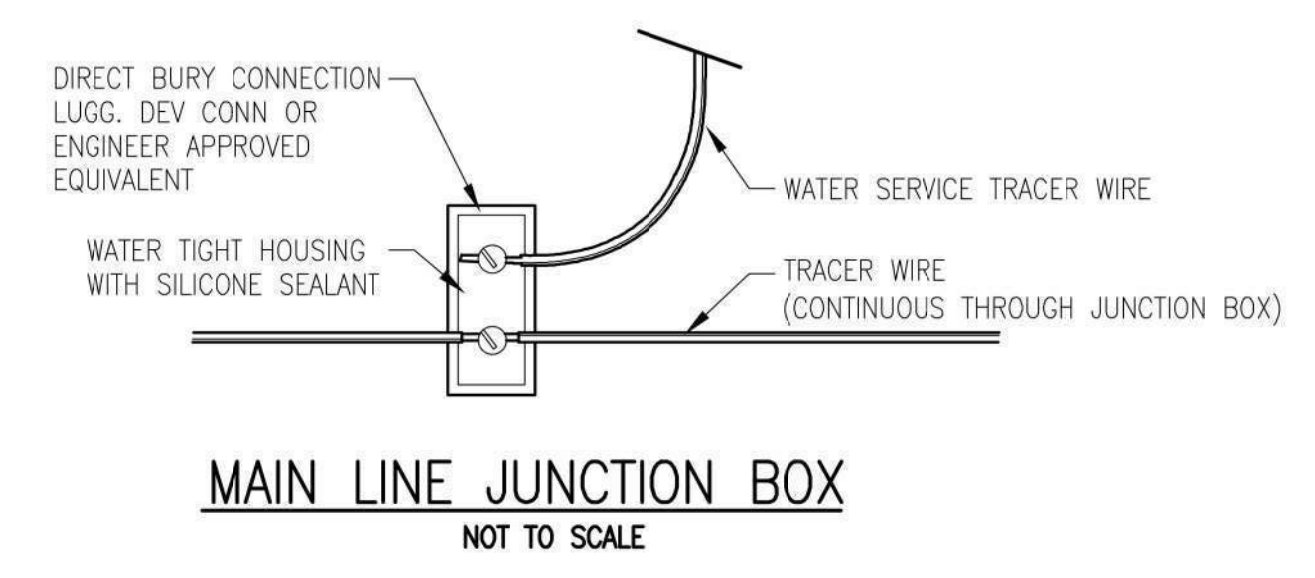
TRACER WIRE DETAILS



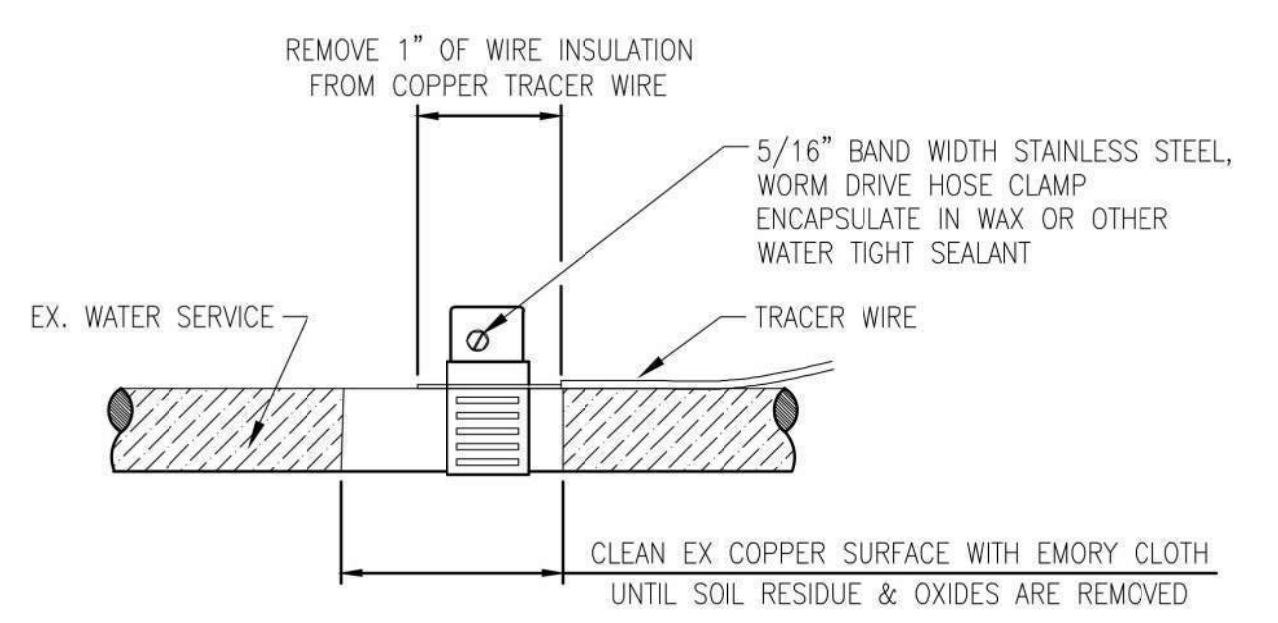
OPEN CUT MAIN LINE TRENCH
NOT TO SCALE



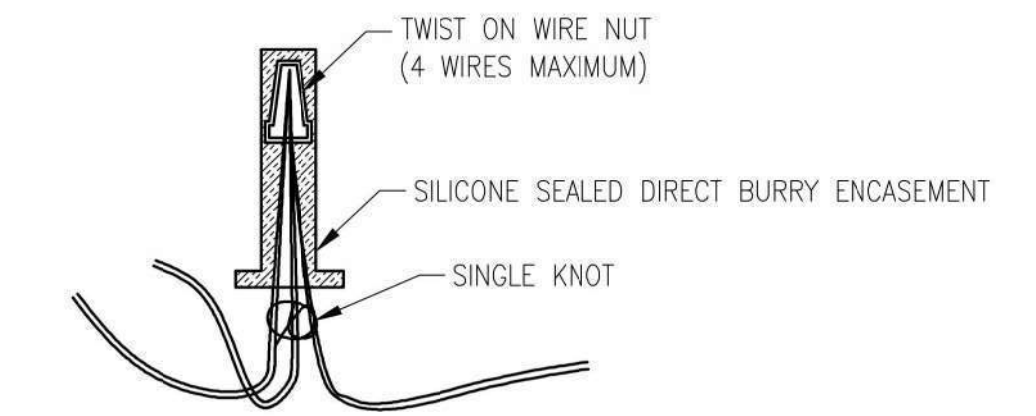
CURB BOX WIRE COIL
NOT TO SCALE



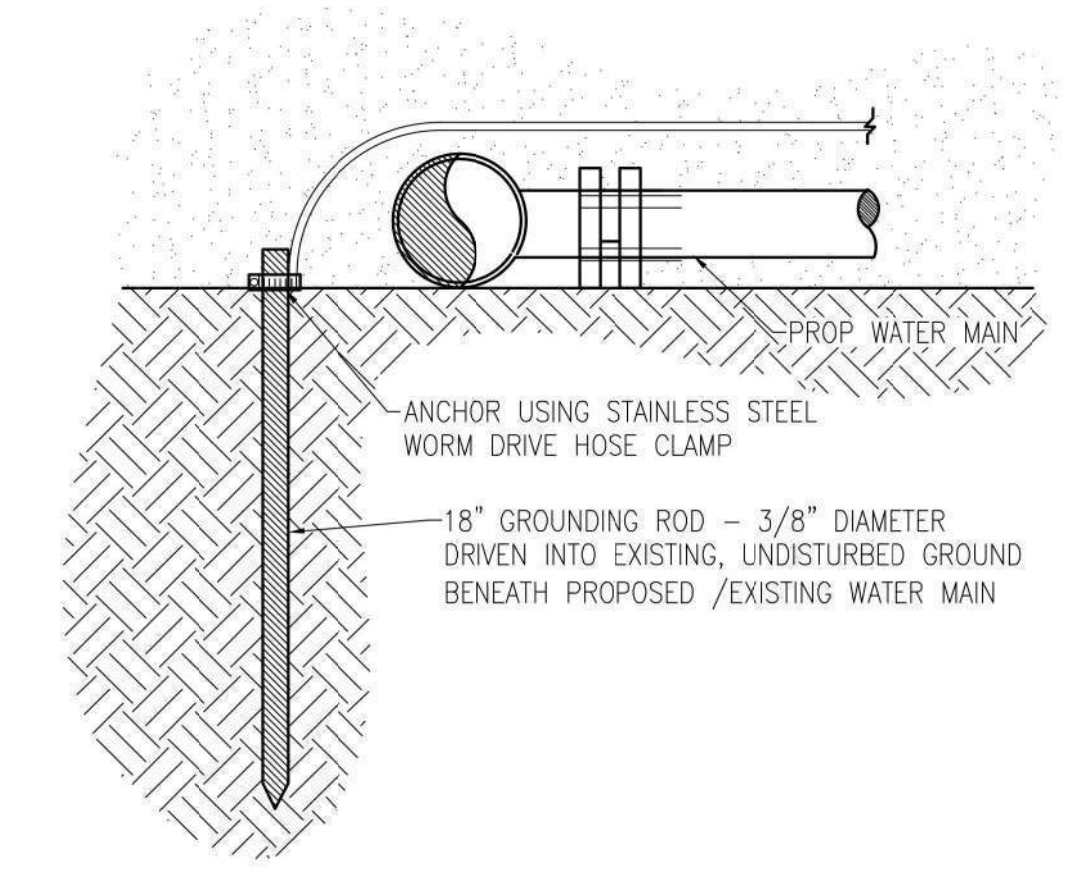
MAIN LINE JUNCTION BOX
NOT TO SCALE



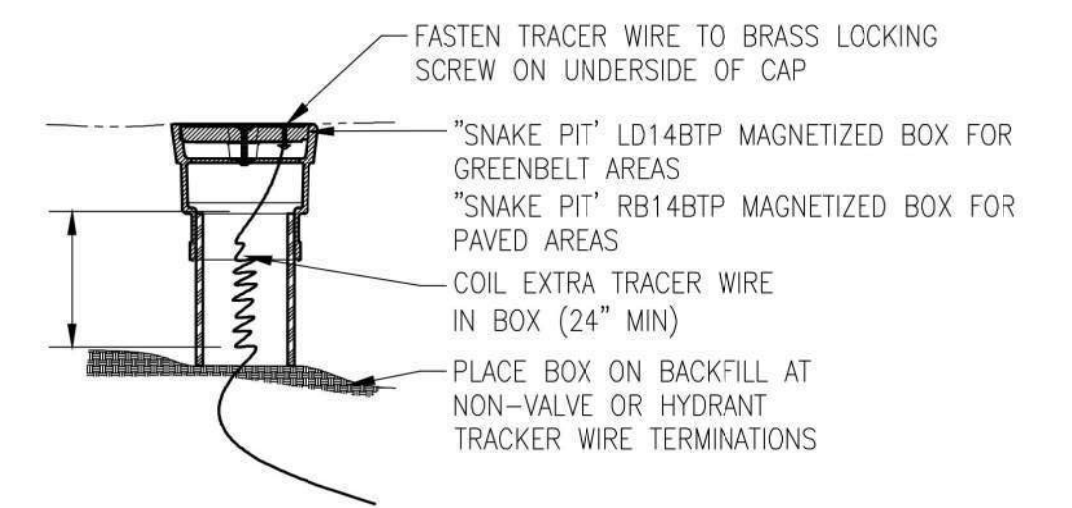
WATER SERVICE TERMINATION
NOT TO SCALE



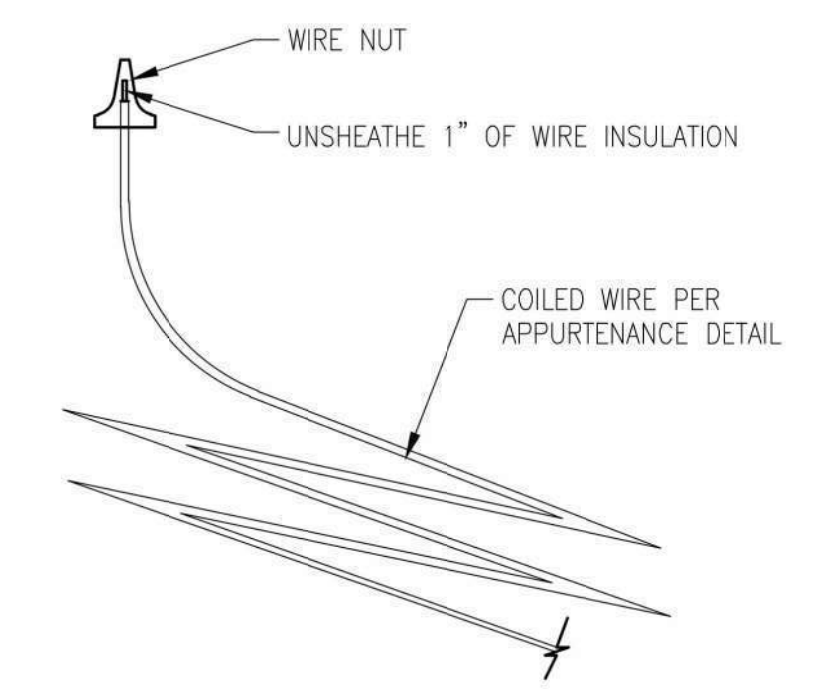
SPLICE CONNECTOR
NOT TO SCALE



GROUNDING ROD TERMINATION
NOT TO SCALE



TRACER WIRE TEST POINT
NOT TO SCALE



WIRE TESTING POINT
NOT TO SCALE

CURB STOP CONNECTION
NOT TO SCALE

REVISIONS

811

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STANDARD WATER MAIN DETAILS

DATE: 09/25/19

SCALE: NO SCALE

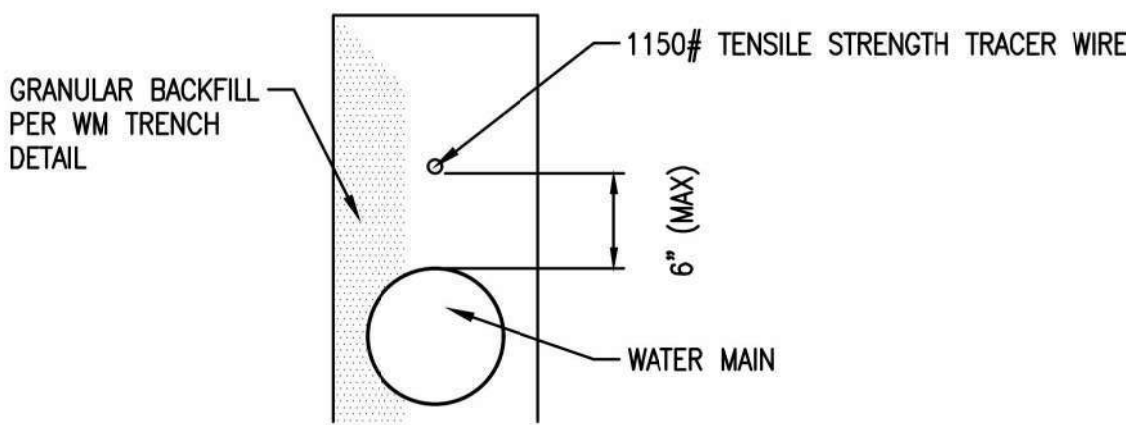
SHEET: ST-7

YPSILANTI COMMUNITY UTILITIES AUTHORITY

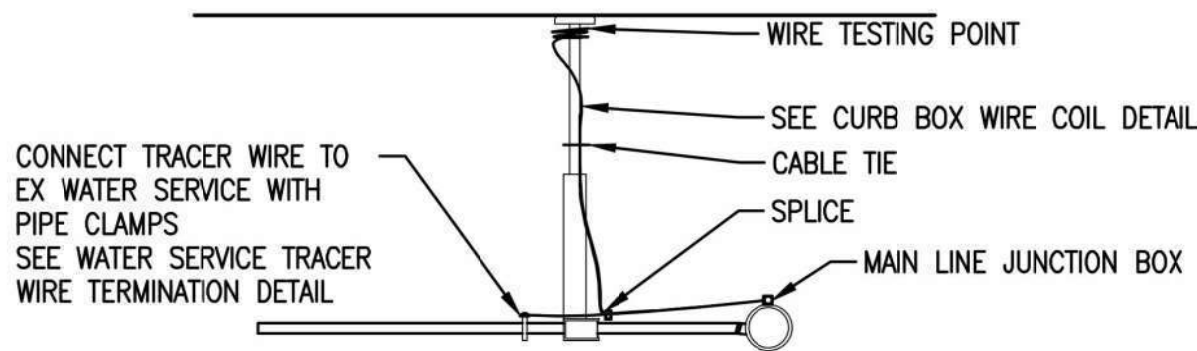
2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
(734) 484-4800
FAX: (734) 544-7221
WWW.YCUA.ORG

ENVIRONMENTAL LEADERS

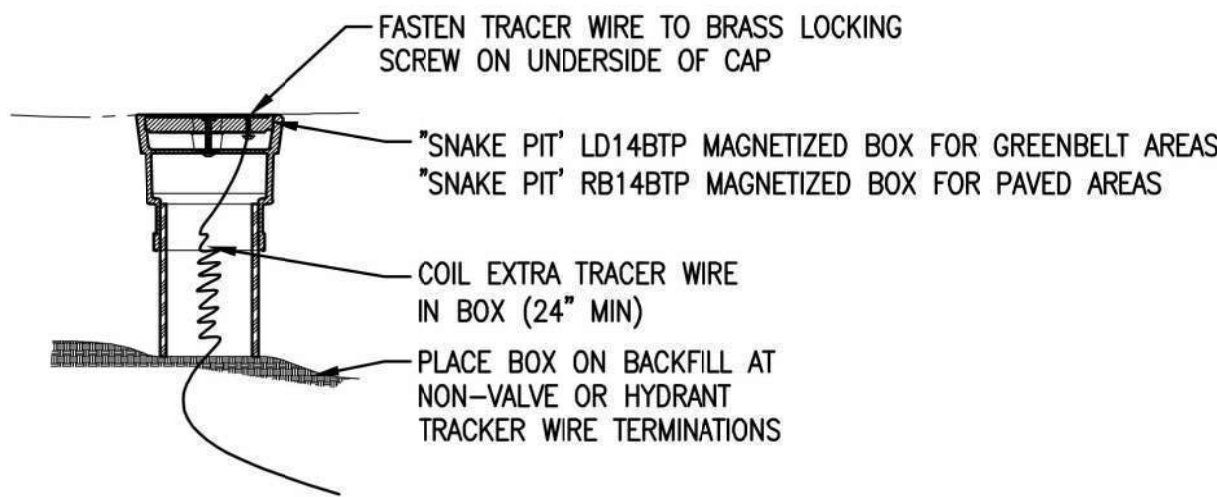
TRACER WIRE SHALL BE INCLUDED WITH ALL PVC WATER MAIN INSTALLATIONS



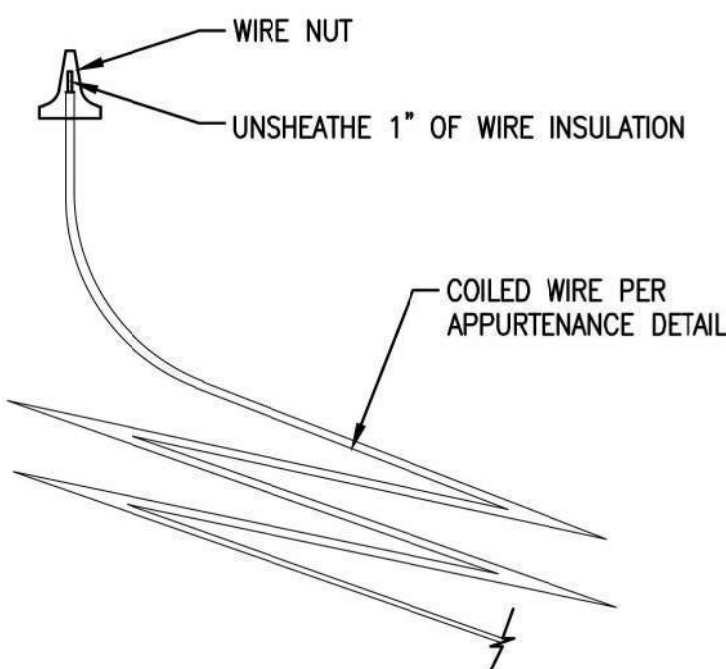
OPEN CUT MAIN LINE TRENCH
N.T.S.



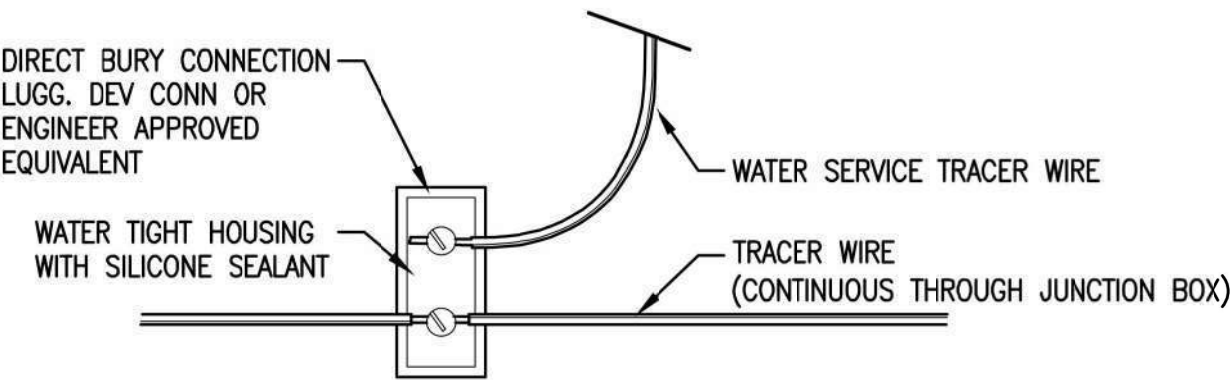
CURB STOP CONNECTION
N.T.S.



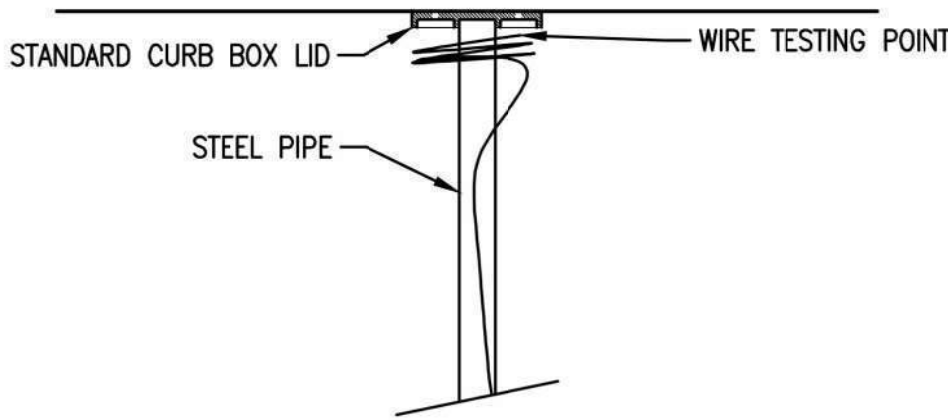
TRACER WIRE TEST POINT
N.T.S.



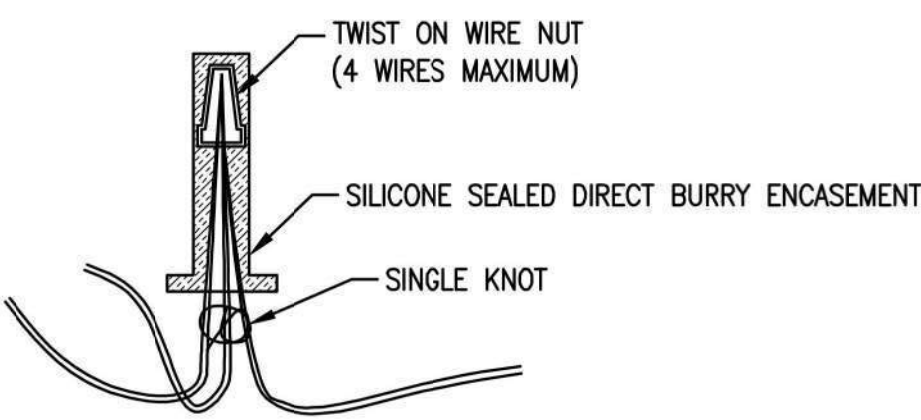
WIRE TESTING POINT
N.T.S.



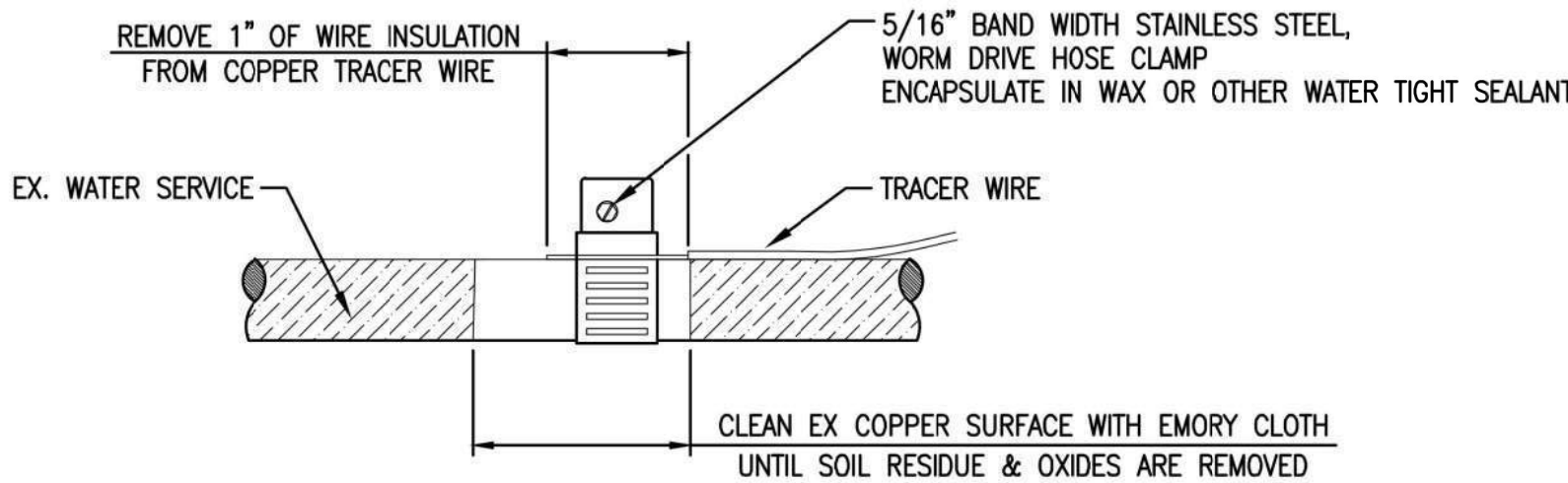
MAIN LINE JUNCTION BOX
N.T.S.



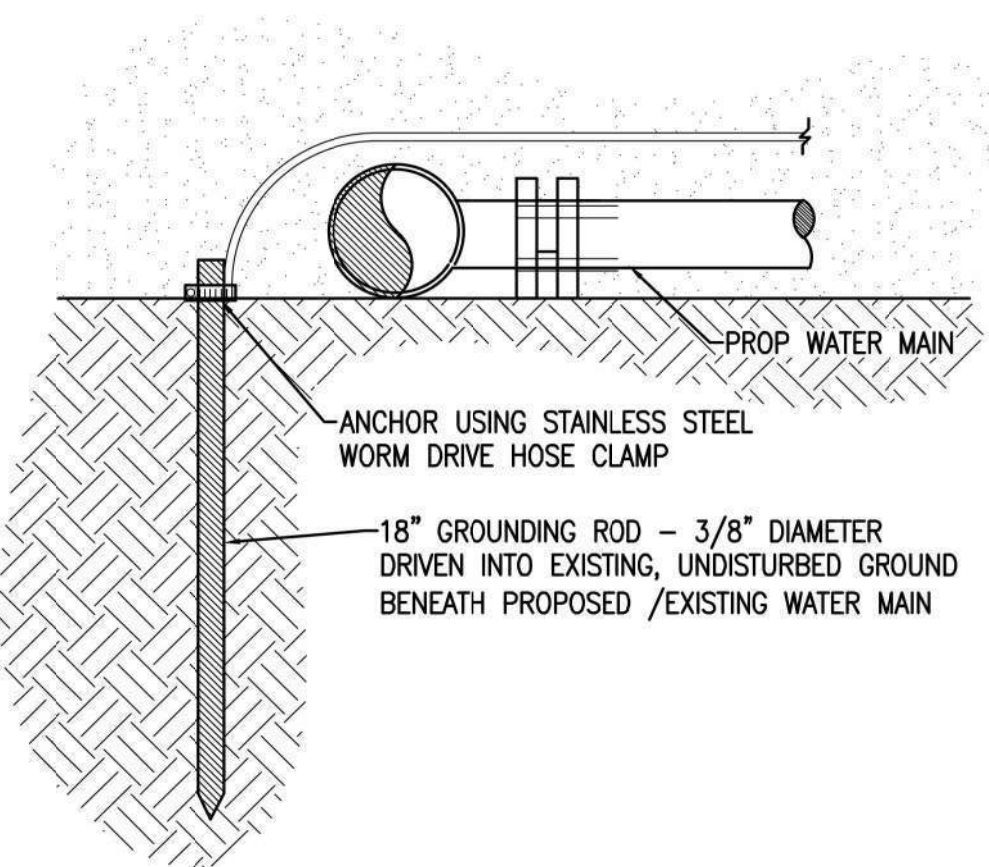
CURB BOX WIRE COIL
N.T.S.



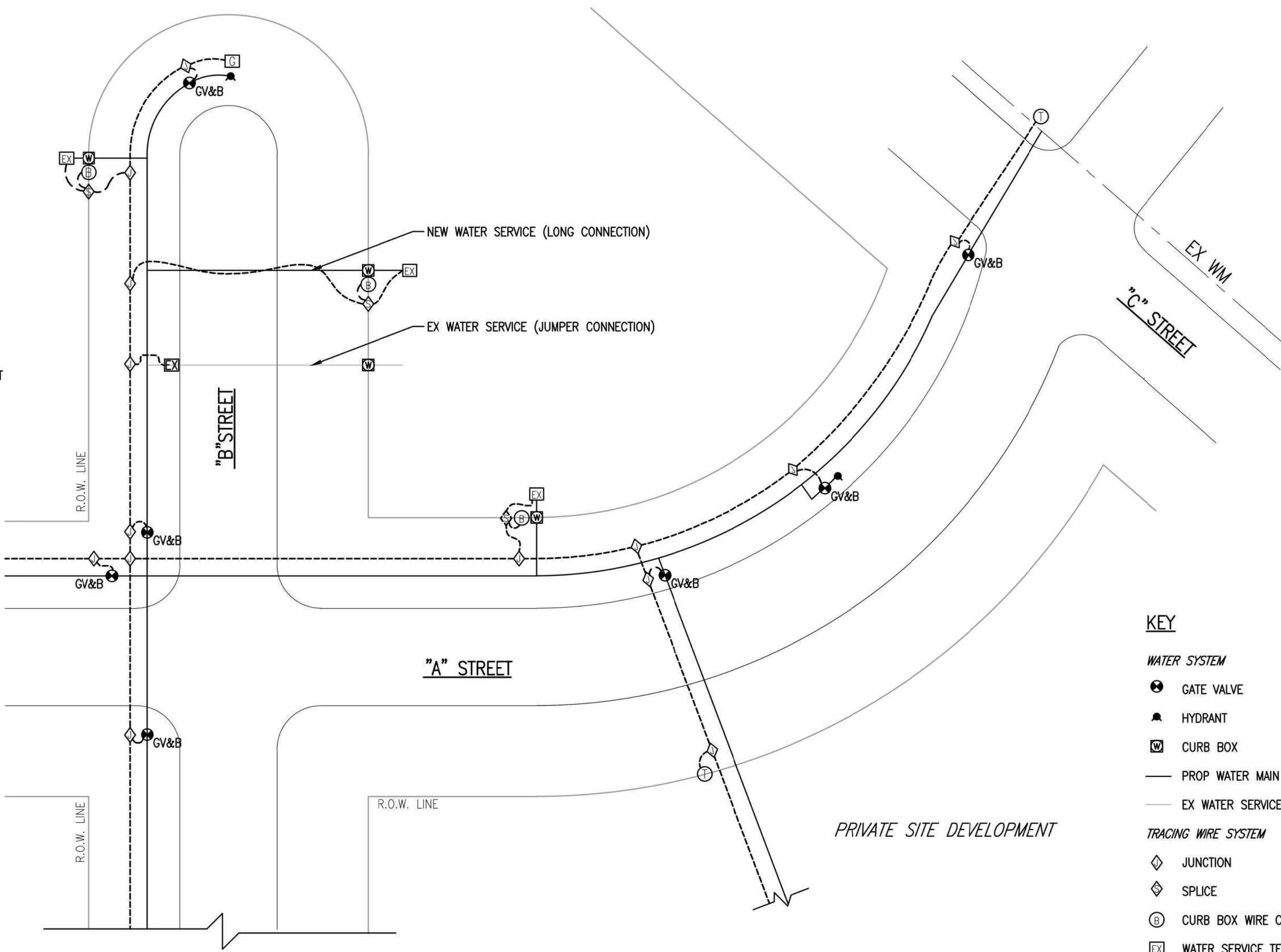
SPLICE CONNECTOR
N.T.S.



WATER SERVICE TERMINATION
N.T.S.



GROUNDING ROD TERMINATION
N.T.S.

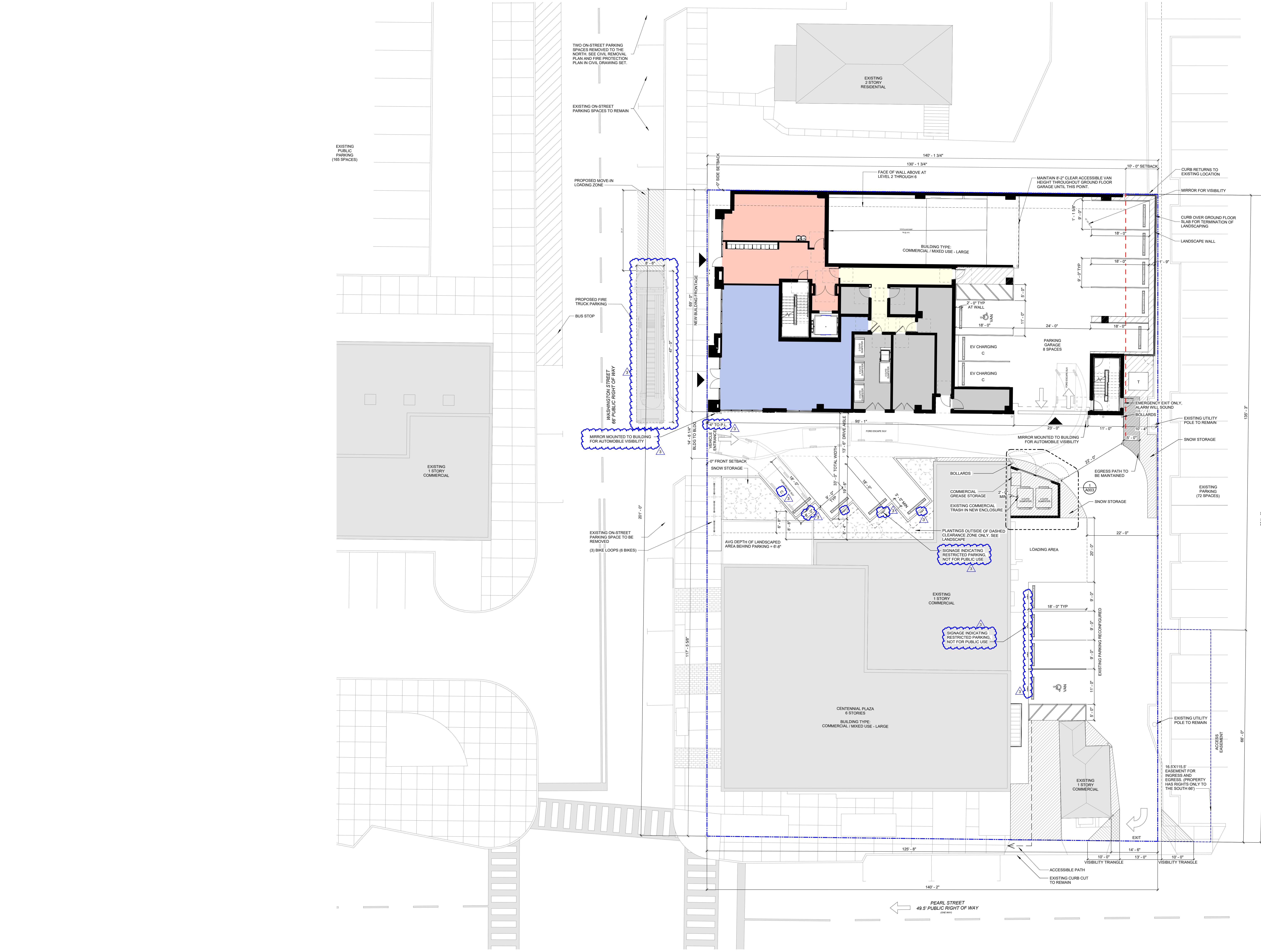


- KEY
- WATER SYSTEM
- GATE VALVE
 - HYDRANT
 - CURB BOX
 - PROP WATER MAIN
 - EX WATER SERVICE
- TRACING WIRE SYSTEM
- JUNCTION
 - SPLICE
 - CURB BOX WIRE COIL
 - WATER SERVICE TERMINATION
 - TEST POINT
 - GROUNDING ROD TERMINATION
 - TRACING WIRE

TRACER WIRE SYSTEM SCHEMATIC



REVISIONS		STANDARD WATER MAIN DETAILS		YPSILANTI COMMUNITY UTILITIES AUTHORITY	
				2777 STATE ROAD YPSILANTI, MICHIGAN 48198-9112 (734) 484-4800 FAX: (734) 544-7221 WWW.YCUA.ORG	
				DATE	SCALE
				07/24/18	NO SCALE
				SHEET	
				ST-8	



1 SITE PLAN
A001 SCALE: 3/32" = 1'-0"

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OWNER

161 PEARL PLAZA, LLC
161 PEARL ST. SUITE 500
YPSILANTI, MI 48197

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PHONE: 734.781.1737 EMAIL: DSCOTT@JANSEN.COM

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MYEFSKI ARCHITECTS
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ANN ARBOR, MI 48106
CONTACT: JOHN MYEFSKI
PHONE: 734.781.1737 EMAIL: JMYEFSKI@MYEFSKI.COM

CIVIL ENGINEER

WESTERN ENGINEERING CO., INC.
305 W. LIBERTY SUITE 402
ANN ARBOR, MI 48106
CONTACT: JAE MANNING
PHONE: 734.781.1737 EMAIL: JAMANNING@WECO.COM

STRUCTURAL ENGINEER

TD
CONTACT: PHONE: XXX.XXX.XXX.XXX EMAIL:

MEP ENGINEER

TD
CONTACT: PHONE: XXX.XXX.XXX.XXX EMAIL:

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STATE OF MICHIGAN

JOHN W.
MYEFSKI
ARCHITECT
No.
1301059103
LICENSED ARCHITECT

EXPIRES: 04.12.2025

136 N. WASHINGTON ST.

YPSILANTI, MI 48197

DRAWN BY

MGL KF AB

CHECKED BY

MK AB

PROJECT ARCH

JM

NO. DATE DESCRIPTION

1 01.12.2023 100% SD

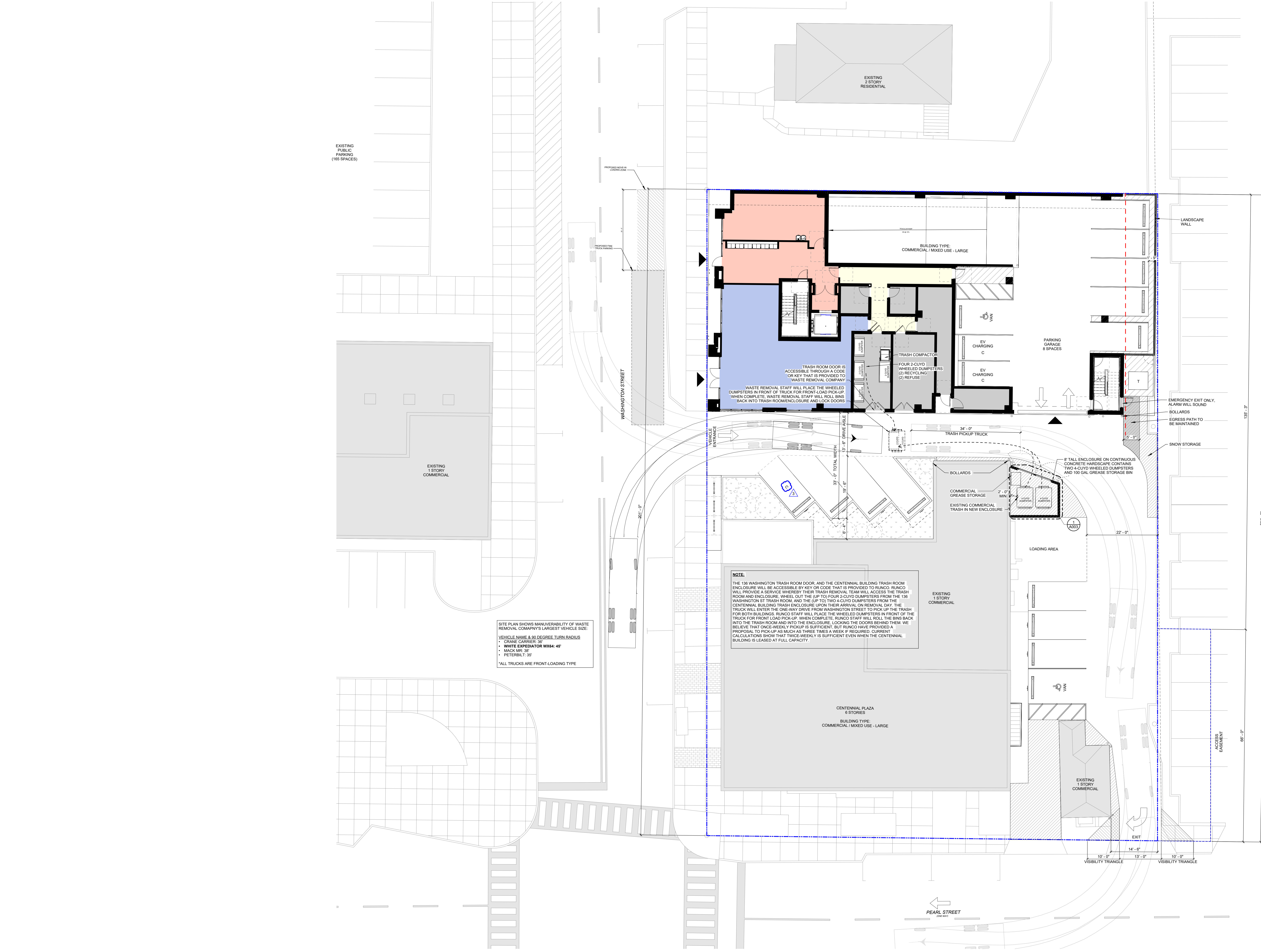
2 05.03.2024 PUD SUBMITTAL

3 05.24.2024 PUD UPDATE

JOB NO
24001
DATE
05.24.2024

SITE PLAN

A001



EXISTING
PUBLIC
PARKING
(165 SPACES)

EXISTING
1 STORY
COMMERCIAL

SITE PLAN SHOWS MANUEVERABILITY OF WASTE
REMOVAL COMPANY'S LARGEST VEHICLE SIZE:
VEHICLE NAME & 90 DEGREE TURN RADIUS
• CRANE CARRIER 36'
• WHITE EXPEDEATOR W264: 45'
• MACK MR: 38'
• PETERBILT: 35'
*ALL TRUCKS ARE FRONT-LOADING TYPE

NOTE:
THE 136 WASHINGTON TRASH ROOM DOOR, AND THE CENTENNIAL BUILDING TRASH ROOM
ENCLOSURE WILL BE ACCESSIBLE BY KEY OR CODE THAT IS PROVIDED TO RUNCO. RUNCO
WILL PROVIDE A SERVICE WHEREBY THEIR TRASH REMOVAL TEAM WILL ACCESS THE TRASH
ROOM AND ENCLOSURE, WHEEL OUT THE (UP TO) FOUR 2-CU YD DUMPSTERS FROM THE 136
WASHINGTON ST TRASH ROOM, AND THE (UP TO) TWO 4-CU YD DUMPSTERS FROM THE
CENTENNIAL BUILDING TRASH ENCLOSURE UPON THEIR ARRIVAL ON REMOVAL DAY. THE
TRUCK WILL ENTER THE ONE-WAY DRIVE FROM WASHINGTON STREET TO PICK UP THE TRASH
FOR BOTH BUILDINGS. RUNCO STAFF WILL PLACE THE WHEELED DUMPSTERS IN FRONT OF THE
TRUCK FOR FRONT LOAD PICK-UP. WHEN COMPLETE, RUNCO STAFF WILL ROLL THE BINS BACK
INTO THE TRASH ROOM AND INTO THE ENCLOSURE, LOCKING THE DOORS BEHIND THEM. WE
BELIEVE THAT ONCE-WEEKLY PICKUP IS SUFFICIENT, BUT RUNCO HAVE PROVIDED A
PROPOSAL TO PICKUP AS MUCH AS THREE TIMES A WEEK IF REQUIRED. CURRENT
CALCULATIONS SHOW THAT TWICE-WEEKLY IS SUFFICIENT EVEN WHEN THE CENTENNIAL
BUILDING IS LEASED AT FULL CAPACITY.

CENTENNIAL PLAZA
6 STORIES
BUILDING TYPE:
COMMERCIAL / MIXED USE - LARGE

PEARL STREET
(SEE DET)

1
A002 WASTE REMOVAL PLAN
SCALE: 3/32" = 1'-0"

APPROVALS



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CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO
PROCEEDING WITH CONSTRUCTION AND NOTIFY THE ARCHITECT
IMMEDIATELY OF ANY DISCREPANCIES OR CONFLICTS.

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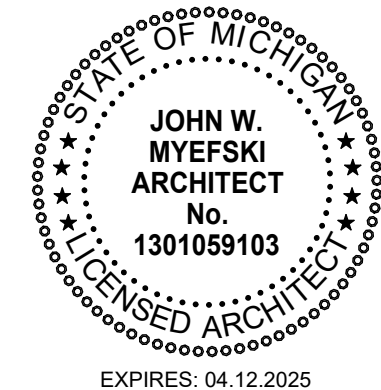
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DRAWN BY Author

CHECKED BY Checker

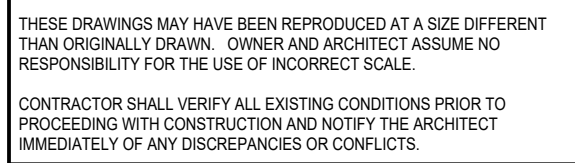
PROJECT ARCH Approver

NO	DATE	DESCRIPTION
2	05.03.2024	PUD SUBMITTAL
3	05.24.2024	PUD UPDATE

JOB NO
24001
DATE
05.24.2024

WASTE REMOVAL PLAN

A002



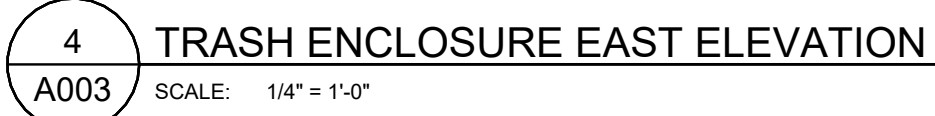
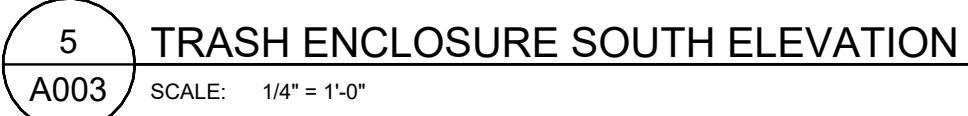
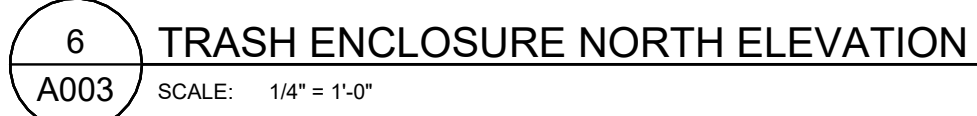
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STRUCTURAL ENGINEER
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MEP ENGINEER
TTO

12 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 104

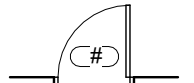
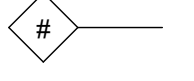
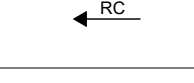


OFFICE OF THE ATTORNEY GENERAL

YPSILANTI, MI 48197

	JOB NO 24001
	DATE 05.24.2024

A003

PARTITION LEGEND		GENERAL FLOOR PLAN NOTES			
SYMBOL	DESCRIPTION	1. CENTER DOORS OR INSTALL WITH 3" OFFSET FROM ADJACENT WALLS, AS SHOWN ON PLAN, UNLESS NOTED OTHERWISE.	10. PROVIDE STEEL PIPE GUARDS IN POWDER COATED YELLOW FINISH AROUND VERTICAL PIPES AND CONDUITS WITHIN GARAGE.	21. ALL DIMENSIONS TO INTERIOR GLAZING SYSTEMS ARE TO FACE OF SYSTEM FRAMING, UNLESS NOTED OTHERWISE.	
	NEW WALL CONSTRUCTION AND DOOR	11. PROVIDE ACOUSTICAL INSULATION AT ALL BEDROOM & BATHROOM WALLS.	12. ALL CORRIDOR WALLS TO HAVE RESILIENT CHANNEL (R.C.) FACING THE CORRIDOR SIDE OF THE WALL. FOR ALL OTHER WALLS REFER TO OVERALL PLANS WITH R.C. SIDE PLACEMENT IDENTIFIED.	22. INTERRUPT GYPSUM BOARD AT ALL PARTITION INTERSECTIONS; DO NOT RUN CONTINUOUS IN ORDER TO MAXIMIZE ACOUSTIC SEPARATION.	
	PARTITION TAG; SEE SHEET _____ FOR DETAILS	13. SLOPE ROOFS AT MINIMUM 1/4" PER 1'; TYPICAL.	14. SLOPE BALCONIES 1/8" PER 1' AWAY FROM BUILDING, TYPICAL.	23. STAGGER ALL JOINTS WHEN APPLYING MORE THAN 1 LAYER OF GYPSUM BOARD AT WALLS & CEILINGS.	
	DENOTES SIDE OF WALL TO PLACE RESILIENT CHANNEL.	15. REFER TO ENLARGED UNIT SHEETS FOR ADDITIONAL UNIT INFORMATION, TYPICAL.	16. PROVIDE STEEL CORNER PROTECTION GUARDS AT INTERIOR EXPOSED CMU LOCATIONS.	24. PENETRATIONS THAT INTERRUPT STUDS ARE TO BE COMPLETELY FRAMED AROUND THE PENETRATING ELEMENT.	
	DENOTES SIDE OF WALL TO PLACE STRUCTURAL SHEATHING. VERIFY WITH STRUCTURAL DRAWINGS.	17. ANY METAL STUD PARKING GARAGE WALLS TO HAVE A 3" HIGH CMU CRASH BARRIER ABOVE THE ADJACENT PARKING DECK ELEVATION, UNLESS NOTED OTHERWISE. REFER TO STRUCTURAL DWGS.	18. ANY EXPOSED CONDUIT IN PUBLIC AREAS MUST BE APPROVED BY ARCHITECT PRIOR TO INSTALL.	25. FOR GAPS LESS THAN OR EQUAL TO 1/4 INCH: ACOUSTICAL SEALANT OR SIMILAR NON-HARDENING, EVER-RESILIENT CAULKING COMPOUND.	
		19. ALL DIMENSIONS TO NEW INTERIOR WALLS ARE TO FACE OF FRAMING, UNLESS NOTED OTHERWISE.	20. ALL DIMENSIONS TO NEW EXTERIOR WALLS ARE TO EXTERIOR FINISH FACE OR INTERIOR FACE OF FRAMING, UNLESS NOTED OTHERWISE.	26. FOR GAPS FROM 1/4 INCH UP TO 1/2 INCH: COMPRESSED BACKER ROD WITH ACOUSTICAL SEALANT OR SIMILAR NON-HARDENING, EVER-RESILIENT CAULKING COMPOUND.	
				27. PROVIDE CANE DETECTION BELOW ALL STAND PIPES, FITTINGS, VALVES, ETC. BETWEEN 27" AND 84" ABOVE LANDING.	



1 LEVEL 2 FLOOR PLAN
A102 SCALE: 3/16" = 1'-0"

APPROVALS



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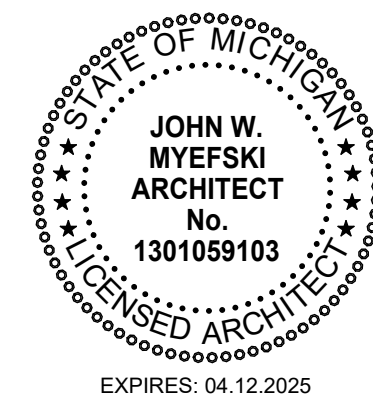
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YPSILANTI, MI 48197

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CHECKED BY MKI/AB

PROJECT ARCH JM

NO. DATE DESCRIPTION

1 01.12.2023 100% SD

2 05.03.2024 PUD SUBMITTAL

JOB NO
24001
DATE
05.24.2024

FLOOR PLAN - 2ND FLOOR

A102

PARTITION LEGEND		GENERAL FLOOR PLAN NOTES			
SYMBOL	DESCRIPTION	1. CENTER DOORS OR INSTALL WITH 3" OFFSET FROM ADJACENT WALLS, AS SHOWN ON PLAN, UNLESS NOTED OTHERWISE. 2. PROVIDE WATERPROOFING AT FLOORS AND 12" UP WALLS AT ALL INTERIOR AREAS RECEIVING A FLOOR DRAIN - PARKING GARAGE EXCLUDED. 3. FINAL ROOM NUMBERS MAY BE SUBJECT TO CHANGE, CONTRACTOR TO VERIFY ROOM NUMBERS FOR ANY USE (PANELS, MAILBOXES, SIGNAGE, ETC.) WITH OWNER. 4. FIRE SUPPRESSION STANDPIPE SHALL BE PAINTED RED. 5. ALL BLOCKING INSTALLED TO BE NON-COMBUSTIBLE. 6. ALL PENETRATIONS THROUGH FIRE RATED WALLS, FLOORS AND CEILINGS ARE TO BE FIRE CALKED PER CODE PER APPROVED UL THROUGH PENETRATE ASSEMBLIES. 7. COORDINATE FLOOR DRAIN LOCATIONS WITH PLUMBING DRAWINGS AND ARCHITECTURAL DRAWINGS. NOTIFY ARCHITECT OF ANY DISCREPANCIES. 8. ALL TOILETS SHALL BE INSTALLED WITH THE FLUSH HANDLES LOCATED ON THE WIDE-SIDE APPROACH TO THE WATER CLOSETS. 9. REFER TO MECHANICAL DRAWINGS FOR LOUVER & ACCESS PANEL LOCATIONS AND SIZES. NOTIFY ARCHITECT OF ANY DISCREPANCIES. FINAL COLOR SELECTION TO BE BY ARCHITECT.	10. PROVIDE STEEL PIPE GUARDS IN POWDER COATED YELLOW FINISH AROUND VERTICAL PIPES AND CONDUITS WITHIN GARAGE. 11. PROVIDE ACOUSTICAL INSULATION AT ALL BEDROOM & BATHROOM WALLS. 12. ALL CORRIDOR WALLS TO HAVE RESILIENT CHANNEL (R.C.) FACING THE CORRIDOR SIDE OF THE WALL. FOR ALL OTHER WALLS REFER TO OVERALL PLANS WITH R.C. SIDE PLACEMENT IDENTIFIED. 13. SLOPE ROOFS AT MINIMUM 1/4" PER 1', TYPICAL. 14. SLOPE BALCONIES 1/8" PER 1' AWAY FROM BUILDING, TYPICAL. 15. REFER TO ENLARGED UNIT SHEETS FOR ADDITIONAL UNIT INFORMATION, TYPICAL. 16. PROVIDE STEEL CORNER PROTECTION GUARDS AT INTERIOR EXPOSED CMU LOCATIONS. 17. ANY METAL STUD PARKING GARAGE WALLS TO HAVE A 3" HIGH CMU CRASH BARRIER ABOVE THE ADJACENT PARKING DECK ELEVATION, UNLESS NOTED OTHERWISE. REFER TO STRUCTURAL DWGS. 18. ANY EXPOSED CONDUIT IN PUBLIC AREAS MUST BE APPROVED BY ARCHITECT PRIOR TO INSTALL. 19. ALL DIMENSIONS TO NEW INTERIOR WALLS ARE TO FACE OF FRAMING, UNLESS NOTED OTHERWISE. 20. ALL DIMENSIONS TO NEW EXTERIOR WALLS ARE TO EXTERIOR FINISH FACE OR INTERIOR FACE OF FRAMING, UNLESS NOTED OTHERWISE.	21. ALL DIMENSIONS TO INTERIOR GLAZING SYSTEMS ARE TO FACE OF SYSTEM FRAMING, UNLESS NOTED OTHERWISE. 22. INTERRUPT GYPSUM BOARD AT ALL PARTITION INTERSECTIONS; DO NOT RUN CONTINUOUS IN ORDER TO MAXIMIZE ACOUSTIC SEPARATION. 23. STAGGER ALL JOINTS WHEN APPLYING MORE THAN 1 LAYER OF GYPSUM BOARD AT WALLS & CEILINGS. 24. PENETRATIONS THAT INTERRUPT STUDS ARE TO BE COMPLETELY FRAMED AROUND THE PENETRATING ELEMENT. 25. FOR GAPS LESS THAN OR EQUAL TO 1/4 INCH: ACOUSTICAL SEALANT OR SIMILAR NON-HARDENING, EVER-RESILIENT CAULKING COMPOUND. 26. FOR GAPS FROM 1/4 INCH UP TO 1/2 INCH: COMPRESSED BACKER ROD WITH ACOUSTICAL SEALANT OR SIMILAR NON-HARDENING, EVER-RESILIENT CAULKING COMPOUND. 27. PROVIDE CANE DETECTION BELOW ALL STAND PIPES, FITTINGS, VALVES, ETC. BETWEEN 27" AND 84" ABOVE LANDING.	
	NEW WALL CONSTRUCTION AND DOOR				
	PARTITION TAG; SEE SHEET _____ FOR DETAILS				
	DENOTES SIDE OF WALL TO PLACE RESILIENT CHANNEL				
	DENOTES SIDE OF WALL TO PLACE STRUCTURAL SHEATHING - VERIFY WITH STRUCTURAL DRAWINGS				

1 LEVEL 3 THROUGH 6 FLOOR PLAN
SCALE: 3/16" = 1'-0"

APPROVALS



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CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO PROCEEDING WITH CONSTRUCTION AND NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES OR CONFLICTS.

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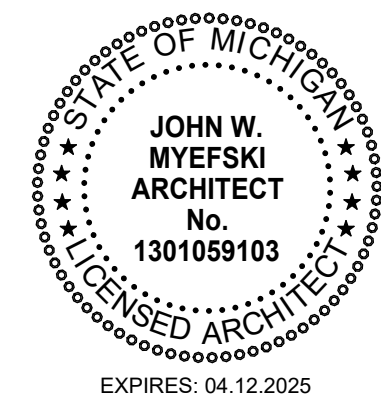
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TBD

MEP ENGINEER
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YPSILANTI, MI 48197

DRAWN BY MGL KF MAL

CHECKED BY MK AB

PROJECT ARCH JM

NO. DATE DESCRIPTION

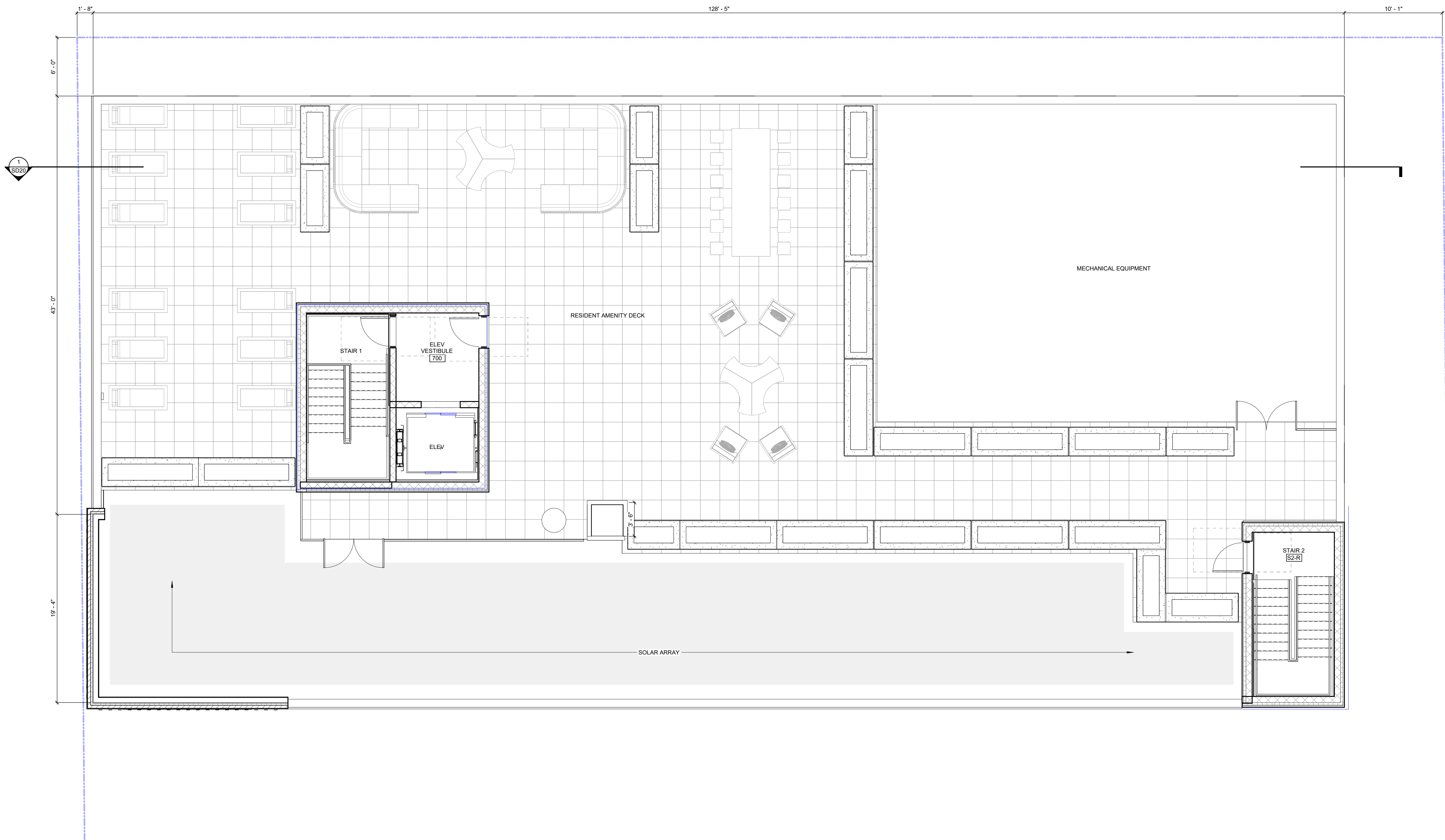
1 01.12.2023 100% SD

2 05.03.2024 PUD SUBMITTAL

JOB NO 24001
DATE 05.24.2024

FLOOR PLAN - 3RD-6TH FLOOR

A103



2 ROOF
A104 SCALE: 3/16" = 1'-0"

PARTITION LEGEND		GENERAL FLOOR PLAN NOTES				GENERAL ROOF PLAN NOTES					
	DESCRIPTION	1. CENTER DOORS OR INSTALL WITH 3" OFFSET FROM ADJACENT WALLS, AS SHOWN ON PLAN, UNLESS NOTED OTHERWISE.		10. PROVIDE STEEL PIPE GUARDS IN POWDER COATED YELLOW FINISH AROUND VERTICAL PIPES AND CONDUITS WITHIN GARAGE.		21. ALL DIMENSIONS TO INTERIOR GLAZING SYSTEMS ARE TO FACE OF SYSTEM FRAMING, UNLESS NOTED OTHERWISE.		1. SEE SHEET A103X FOR ROOF TYPES AND ROOF INSULATION.		9. WOOD BLOCKING AT ROOF EDGES, RIDGES, ETC SHALL BE CONTINUOUS 2x PRESSURE TREATED BLOCKING. REFER TO CONSTRUCTION DETAILS FOR BLOCKING REQUIREMENTS.	
	NEW WALL CONSTRUCTION AND DOOR	2. PROVIDE WATERPROOFING AT FLOORS AND 12" UP WALLS AT ALL INTERIOR AREAS RECEIVING A FLOOR DRAIN - PARKING GARAGE EXCLUDED.		11. PROVIDE ACOUSTICAL INSULATION AT ALL BEDROOM & BATHROOM WALLS.		22. INTERRUPT GYPSUM BOARD AT ALL PARTITION INTERSECTIONS; DO NOT RUN CONTINUOUS IN ORDER TO MAXIMIZE ACOUSTIC SEPARATION.		2. TAPERED INSULATION REQUIRED AT FLAT ROOFS TO MAINTAIN POSITIVE DRAINAGE. TAPERED INSULATION SHALL BE 1/4" PER 12" SLOPE MIN. TO DRAIN.			
	PARTITION TAG; SEE SHEET ----- FOR DETAILS	3. FINAL ROOM NUMBERS MAY BE SUBJECT TO CHANGE. CONTRACTOR TO VERIFY ROOM NUMBERS FOR ANY USE (PANELS, MAILBOXES, SIGNAGE, ETC.) WITH OWNER.		12. ALL CORRIDOR WALLS TO HAVE RESILIENT CHANNEL (R.C.) FACING THE CORRIDOR SIDE OF THE WALL. FOR ALL OTHER WALLS REFER TO OVERALL PLANS WITH R.C. SIDE PLACEMENT IDENTIFIED.		23. STAGGER ALL JOINTS WHEN APPLYING MORE THAN 1 LAYER OF GYPSUM BOARD AT WALLS & CEILINGS.		3. PROVIDE TAPERED INSULATION CRICKETS, 1/2" MIN-FOOT AT HIGH SIDE OF ALL MECH UNITS AND MISC. ROOF PENETRATIONS TO SHED WATER AROUND, AND TO ENSURE POSITIVE ROOF DRAINAGE.			
	DENOTES SIDE OF WALL TO PLACE RESILIENT CHANNEL	4. FIRE SUPPRESSION STANDPIPE SHALL BE PAINTED RED.		13. SLOPE ROOFS AT MINIMUM 1/4" PER 1', TYPICAL.		24. PENETRATIONS THAT INTERRUPT STUDS ARE TO BE COMPLETELY FRAMED AROUND THE PENETRATING ELEMENT.		4. G.C. TO PROVIDE DESIGN/BUILD FALL PROTECTION SYSTEM.			
		5. ALL BLOCKING INSTALLED TO BE NON-COMBUSTIBLE.		14. SLOPE BALCONIES 1/8" PER 1' AWAY FROM BUILDING, TYPICAL.		25. FOR GAPS LESS THAN OR EQUAL TO 1/4 INCH: ACOUSTICAL SEALANT OR SIMILAR NON-HARDENING, EVER-RESILIENT CAULKING COMPOUND.		5. REFER TO MEP DOCUMENTS FOR ROOFTOP EQUIPMENT NOT SHOWN. MECHANICAL, ELECTRICAL, AND PLUMBING ROOF EQUIPMENT DEPICTED ON THIS SHEET IS FOR GENERAL ARCHITECTURAL INFORMATION ONLY. REFER TO THE MEP DOCUMENTS FOR ADDITIONAL REQUIREMENTS AND COORDINATION. REFER TO STRUCTURAL FOR EQUIPMENT SUPPORTS. REFER TO STRUCTURAL AND MEP DRAWINGS FOR EQUIPMENT CURB REQUIREMENTS.			
	DENOTES SIDE OF WALL TO PLACE STRUCTURAL SHEATHING - VERIFY WITH STRUCTURAL DRAWINGS	6. ALL PENETRATIONS THROUGH FIRE RATED WALLS, FLOORS AND CEILINGS ARE TO BE FIRE CALKED PER CODE PER APPROVED UL THROUGH-PENETRATE ASSEMBLIES.		15. REFER TO ENLARGED UNIT SHEETS FOR ADDITIONAL UNIT INFORMATION, TYPICAL.		26. FOR GAPS FROM 1/4 INCH UP TO 1/2 INCH: COMPRESSED BACKER ROD WITH ACOUSTICAL SEALANT OR SIMILAR NON-HARDENING, EVER-RESILIENT CAULKING COMPOUND.		6. PROVIDE CONTINUOUS 30" WIDE WALKWAY PADS AT SERVICE SIDES OF ALL MECH EQUIP. REFER TO MEP DRAWINGS FOR NUMBER AND LOCATION OF ROOFTOP MECH EQUIP.			
		7. COORDINATE FLOOR DRAIN LOCATIONS WITH PLUMBING DRAWINGS AND ARCHITECTURAL DRAWINGS. NOTIFY ARCHITECT OF ANY DISCREPANCIES.		16. PROVIDE STEEL CORNER PROTECTION GUARDS AT INTERIOR EXPOSED CMU LOCATIONS.		27. PROVIDE CANE DETECTION BELOW ALL STAND PIPES, FITTINGS, VALVES, ETC. BETWEEN 27" AND 84" ABOVE LANDING.		7. PROVIDE CONTINUOUS 30" WIDE WALKWAY PAD AROUND ROOF HATCHES.			
		8. ALL TOILETS SHALL BE INSTALLED WITH THE FLUSH HANDLES LOCATED ON THE WIDE-SIDE APPROACH TO THE WATER CLOSETS.		17. ANY METAL STUD PARKING GARAGE WALLS TO HAVE A 3" HIGH CMU CRASH BARRIER ABOVE THE ADJACENT PARKING DECK ELEVATION, UNLESS NOTED OTHERWISE. REFER TO STRUCTURAL DWGS.				8. VENT STACKS AND OTHER PIPES REQUIRE A MINIMUM 12" CLEARANCE ON ALL SIDES FROM WALLS, CURBS, AND OTHER PROJECTIONS TO FACILITATE PROPER FLASHING.			
		9. REFER TO MECHANICAL DRAWINGS FOR LOUVER & ACCESS PANEL LOCATIONS AND SIZES. NOTIFY ARCHITECT OF ANY DISCREPANCIES. FINAL COLOR SELECTION TO BE BY ARCHITECT.		18. ANY EXPOSED CONDUIT IN PUBLIC AREAS MUST BE APPROVED BY ARCHITECT PRIOR TO INSTALL.							
				19. ALL DIMENSIONS TO NEW INTERIOR WALLS ARE TO FACE OF FRAMING, UNLESS NOTED OTHERWISE.							
				20. ALL DIMENSIONS TO NEW EXTERIOR WALLS ARE TO EXTERIOR FINISH FACE OR INTERIOR FACE OF FRAMING, UNLESS NOTED OTHERWISE.							

APPROVALS



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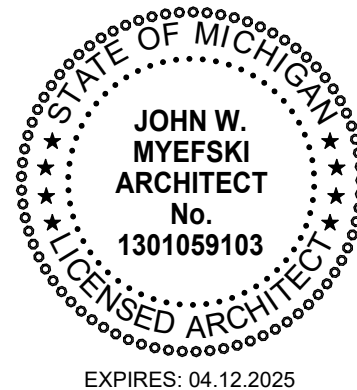
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136 N. WASHINGTON ST.

YPSILANTI, MI 48197

DRAWN BY MGL KF MAL

CHECKED BY MK AB

PROJECT ARCH JM

NO. DATE DESCRIPTION

1 01.12.2023 100% SD

2 05.03.2024 PUD SUBMITTAL

JOB NO. 24001
DATE 05.24.2024

ROOF PLAN

A104

KEYNOTE LEGEND	
AE2	LIGHT GREY FACE BRICK VENEER, BASIS OF DESIGN BELDEN BRICK TITANIUM VELOUR.
AE3	ALUMINUM COPING
AE8	DARK BLUE METAL PANEL WITH VERTICALLY RIBBED PROFILE, BASIS OF DESIGN DREXEL METALS BR-1
AE9	WOOD PRIVACY FENCE
AE11	ACCESS GATES
AE16	ALUMINUM STOREFRONT AND GLAZING WITH POWDER COAT BLACK FINISH
AE27	LIGHT BLUE METAL PANEL WITH VERTICALLY RIBBED PROFILE, BASIS OF DESIGN DREXEL METALS BR-1
AE28	LIGHT BLUE GLAZED FACE BRICK SOLDIER COURSE, BASIS OF DESIGN BELDEN BRICK KEY WEST GLAZED.
AE31	LIGHT GREY COLOR CAST STONE BASE
AE32	COILING DOOR WITH OPEN GRILLE
AE33	DARK GREY METAL PANEL WITH VERTICALLY RIBBED PROFILE, BASIS OF DESIGN DREXEL METALS BR-1
AE34	BOLLARD
AE35	RECESSED LIGHT BLUE GLAZED FACE BRICK, BASIS OF DESIGN BELDEN BRICK KEY WEST GLAZED.
AE36	ALUMINUM GUARDRAIL WITH POWDER COAT BLACK FINISH
AE37	FUTURE MURAL ON STUCCO FINISH, MURAL DESIGN TBD BY OTHERS

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ARCHITECTS

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MGL KF MAL

CHECKED BY

MK AB

PROJECT ARCH

JM

NO. DATE DESCRIPTION

2 05.03.2024 PUD SUBMITTAL

3 05.24.2024 PUD UPDATE

JOB NO

24001

DATE

05.24.2024

WEST & SOUTH BUILDING
ELEVATIONS

A301

Page 128 of 369

KEYNOTE LEGEND	
AE2	LIGHT GREY FACE BRICK VENEER, BASIS OF DESIGN BELDEN BRICK
AE3	TITANIUM VELOUR
AE8	ALUMINUM COPING
AE8	DARK BLUE METAL PANEL WITH VERTICALLY RIBBED PROFILE, BASIS OF DESIGN DREXEL METALS BR-1
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DRAWN BY	MGL KF MAL	
CHECKED BY	MK AB	
PROJECT ARCH	JM	
NO	DATE	DESCRIPTION
2	05.03.2024	PUD SUBMITTAL

JOB NO	24001
DATE	05.24.2024

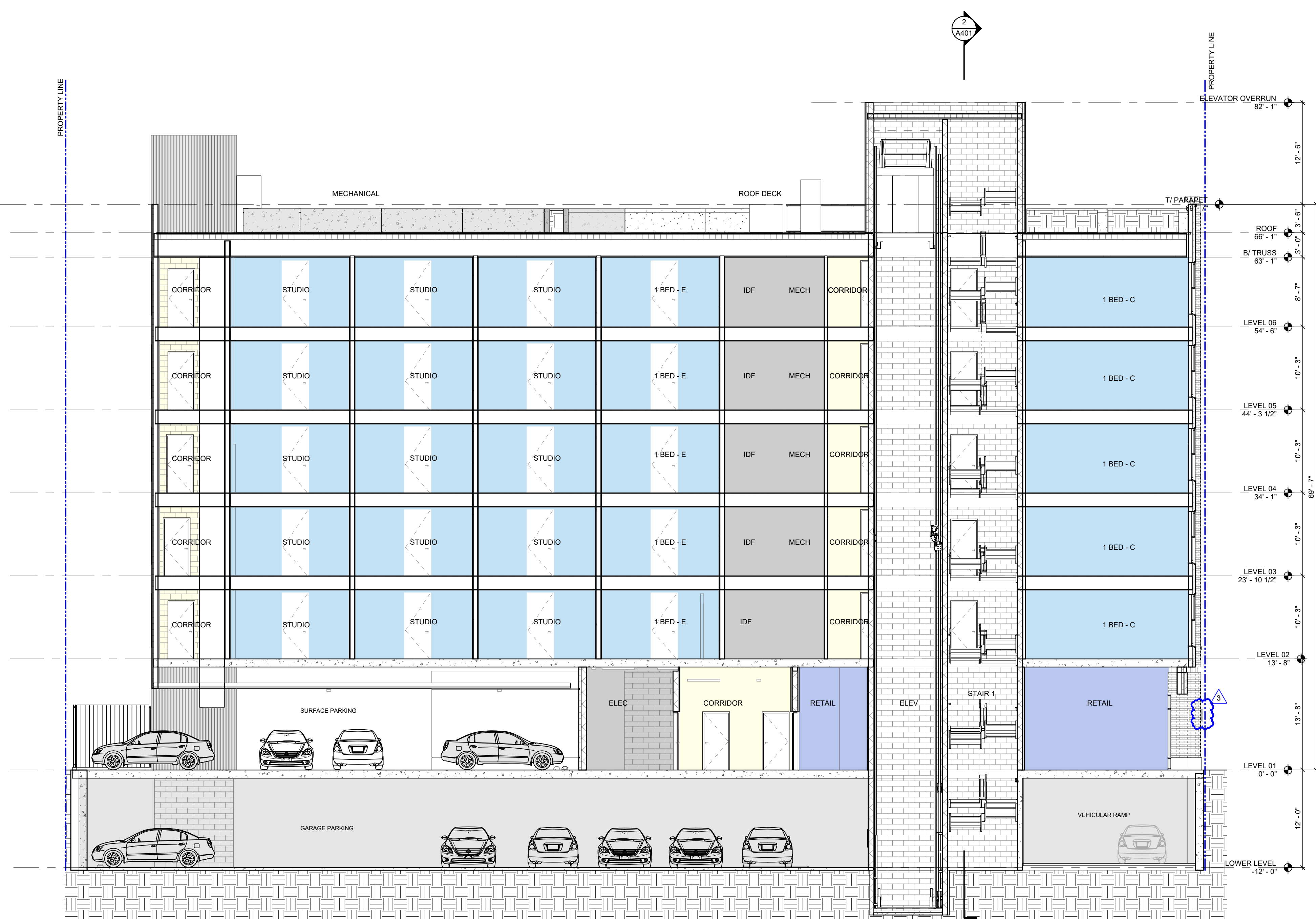
NORTH & EAST BUILDING
ELEVATIONS

A302

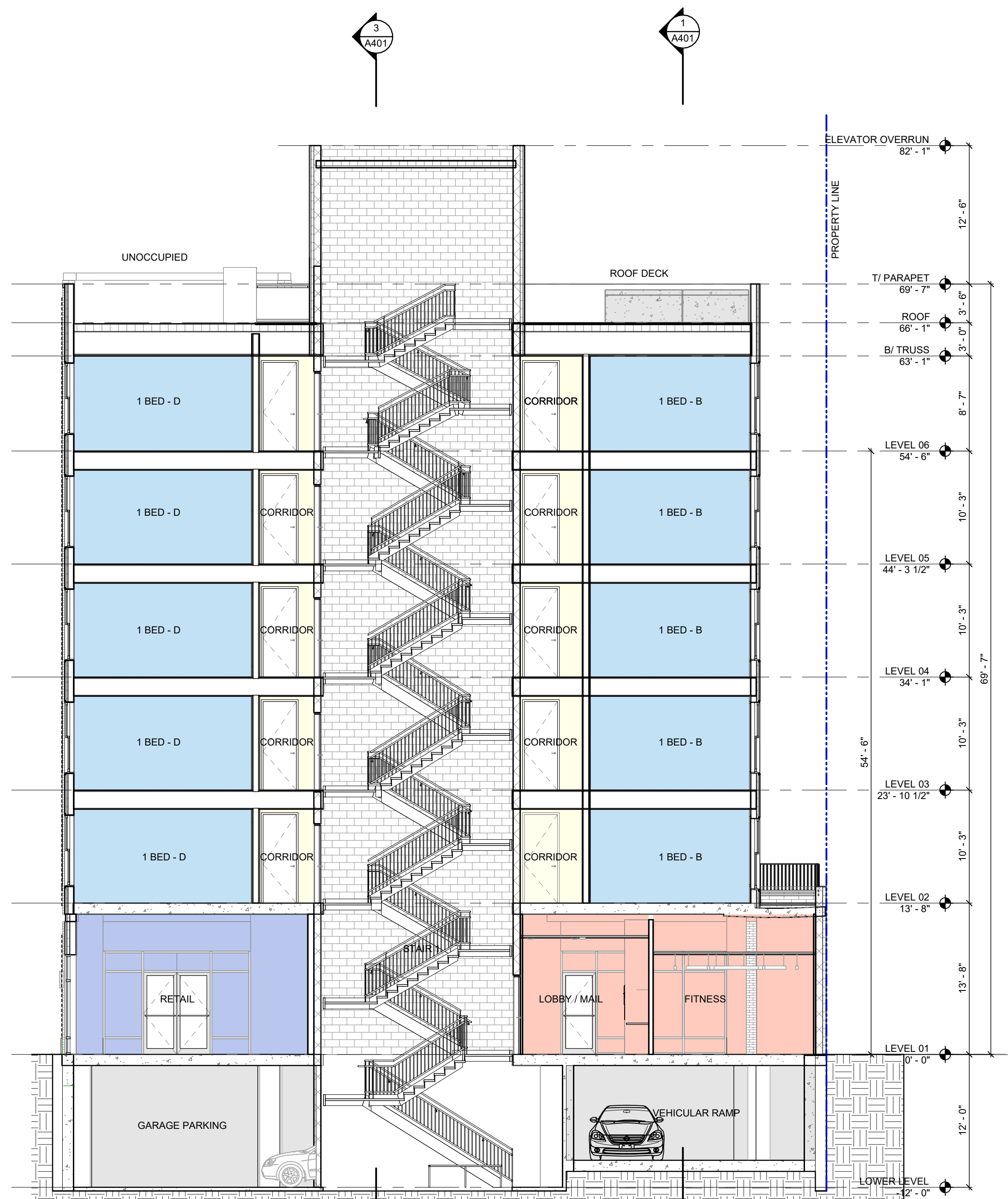
2 NORTH BUILDING ELEVATION
A302 SCALE: 1/8" = 1'-0"

3 EAST BUILDING ELEVATION
A302 SCALE: 1/8" = 1'-0"

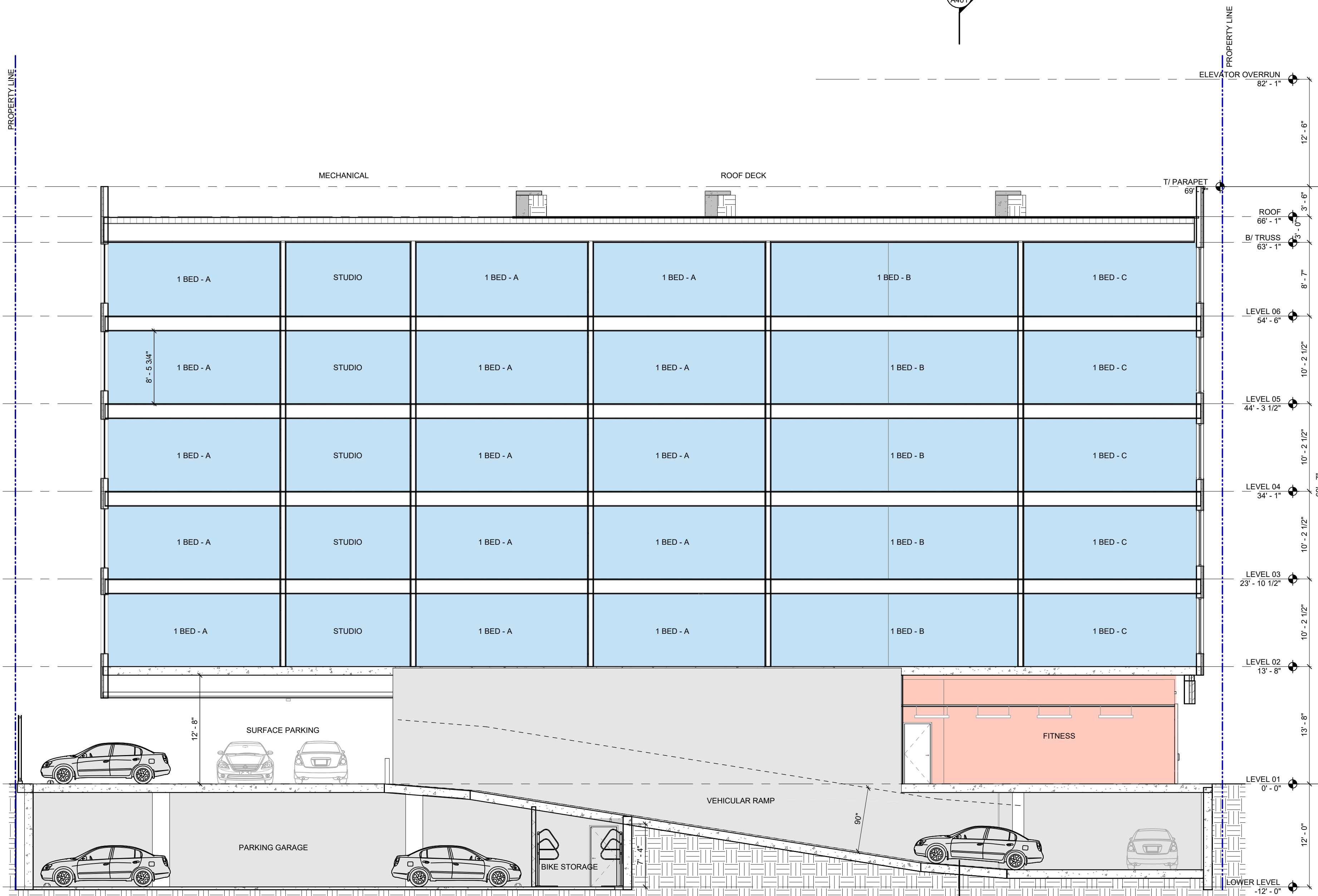
Page 129 of 369



3 A401 BUILDING SECTION @ STAIR 1 (LOOKING SOUTH)
SCALE: 1/8" = 1'-0"



2 A401 BUILDING SECTION @ STAIR 1 (LOOKING WEST)
SCALE: 1/8" = 1'-0"



1 A401 BUILDING SECTION @ VEHICULAR RAMP (LOOKING SOUTH)
SCALE: 1/8" = 1'-0"

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**136 N WASHINGTON STREET
YPSILANTI, MI**

**EXCEPTIONS TO ZONING ORDINANCE & DESIGNER NARRATIVES ON QUALITY OF
DEVELOPMENT**

May 3, 2024

122-476: Frontage Building

Required: 90%

Provided: 69%

The proposed development greatly improves the existing nonconforming site frontage on Washington, bringing it up from 35% Frontage to 69%. The proposed building, if considered on its own, is at 100% frontage. The curb cut and break between the frontages of the two buildings is minimal to address site vehicular entrance and give enough distance for fire separation and development of residential units with adequate access to sunlight.

122-484: Commercial Private Frontage Distance between openings:

Required: 2' max

Provided: 3'-8", 6'-8"

The building was designed with its relationship with the Centennial building and within the neighborhood context in mind, as well as with significant input from the Historic District Commission (HDC). Strict adherence to the zoning code would necessitate a building without brick on the ground floor, causing a significant break from the neighborhood character and context by requiring a virtually all glass façade at ground level without articulation. There are structural columns concealed in some of the brick pilasters which themselves are 2'-0" min width. Any exterior material covering those columns would cause the width to be greater than 2 feet. Note, a proposal was originally studied by HDC that adhered to this standard. It showed exposed round 2'-0" concrete columns in front of glass, and all agreed that the design was not appropriate and felt out of context when compared to the current design.

122-484: Commercial Private Frontage: Ground floor transparency:

Required: 60% min

Provided: 50%

See response to previous item. It's also unclear in the zoning code whether this is to be measured in floor plan or in elevation of the ground floor. Our calculation is based on elevation view. If measured in plan alone, our design complies – 61% transparent.

122-675: Traffic Visibility:

Required: 10'x10' triangle formed by street ROW line and the edge of the driveway

Provided: Compliant at Pearl St driveway (exit). Non-Compliant at Washington St driveway (entrance)

The new building at 136 Washington is proposed to be built at 0' front setback. The adjacent driveway is configured for one-way vehicular traffic flow, and this curb cut is the enter-only side. Vehicles will not be exiting toward Washington street in a manner that would require visibility of traffic along Washington St. Therefore, the design team requests to be excepted from the visibility triangle requirement at the Washington St. driveway entrance condition.



122-683: Setback from Adjacent Lot:

Required: Parking required to be 10' from any adjacent lot.

Provided: Compliant throughout the site except for the parking inside of the ground floor enclosed area which is located about 2'-6" from rear property line.

At the rear setback of the 136 Washington building, the building mass at levels 2-6 are compliant with the 10'-0" Setback. However, the garage parking on the east side of the ground floor is situated within the setback. All stormwater which falls into this parking area will be directed inward, toward area drains within the building and diverted properly through the stormwater system. The design includes a 7'-0" high landscape wall along the property perimeter at this parking area, which serves to secure the area as well as keep headlight beams out of neighboring properties.

122-684: Parking Lot Screening and Landscaping:

Required: Must be curbed and have landscaping.

Provided: Compliant throughout the site except for the spaces to the east of Centennial Building which do not have parking row ends.

The existing condition east of Centennial is currently all paved. We are not proposing any changes to this existing nonconforming condition except for restriping the parking spaces to include / replace one handicap accessible space that was lost near the Centennial Building's outdoor dining area. Parking count east of Centennial remains at 4. Requiring curbs and landscaping in this area would reduce the amount of screened off street parking provided on the site, possibly also eliminating the van accessible spot near Pearl Street.

122-684: Parking Lot Screening and Landscaping, Perimeter:

Required: Wheel stop 3' from wall when parking space abuts a wall.

Provided: 2 ft

Wheel stops are located 3' from the wall where there is extra space, such as the compact spaces on the ground floor in the 136 Washington St. building. However, in the interest of keeping the maneuvering aisle at 24'-0", wheel stops are located at 2' from the wall in the basement and the Handicap Van space.

122-685 Parking Dimensions:

Required: Spaces directly adjacent to a fence, wall or enclosure shall be increased by 1 foot in width.

Provided: Spaces adhere strictly to the standard dimensions without increasing in width when adjacent to a wall or fence.

Space inside of the ground floor and lower level is precious. Adhering to the additional width near walls or fences would eliminate parking spaces or further reduce retail or utility spaces needed for the function of the building.

122-685 Parking Dimensions:

Required: Total width of one tier 45-degree parking = 36 feet.

Provided: Standard length and width parking space of 9'x18' length at 45-degree angle and maneuvering lane width of 13'-6" = 33' total width measured perpendicular to the maneuvering aisle. meets the zoning standards of the space length and the maneuvering lane width but not the 36' total width requirement.

One Tier parking layout meets the zoning standards of the space length and exceeds the width of the maneuvering lane, but is 33', not 36' in total width. The additional 3 feet requirement would reduce functional, screened, off-street parking on site that would otherwise be hard-to-utilize dead space on the interior of the site.

122-685 Parking Dimensions:

Required: Total width of two tier 90-degree parking = 62 feet.

Provided: Standard length parking spaces of 9'x18', and sometimes 8'x16' compact parking space at 90-degree angle and maneuvering lane width of 24' meet (and exceed) the zoning standards of space length and maneuvering lane width, but not the 62' total width requirement.

Two Tier, 90-degree parking layout meets the zoning standards of the space length and exceeds the width of maneuvering lane by two feet, but is 60', not 62' in total width. This atypical requirement of an additional 2 feet reduces the usability of the retail, fitness, trash, and other utilities on site that make the building function.



122-695: Off-street Loading:

Required: 10'x50' commercial loading space.

Provided: Approx 23'x20' loading space provided alongside a 22' drive aisle.

Per the Owner, the loading space provided is adequate for the restaurant and office use that the existing Centennial Building currently houses. Furthermore, a 27' UPS or other delivery truck backing into the loading space would still leave an adequate and spacious drive aisle for one way traffic. Providing a full size 10x50' would further reduce functional and screened off-street parking for this compact urban site.

122-636: Street Trees:

Required: 7 Trees along Washington St; 5 Trees along Pearl St..

Provided: 7 trees along Washington St.; 3 Trees along Pearl St.

Applicant will pay fee in lieu of providing 2 trees required to meet the provision by right.

122-638: Minimum Landscaped Area:

Required: 10%.

Provided: 5.8%

For this compact urban development just one block from a large green park, in a neighborhood looking to regain its pedestrian usability, density and frontages are paramount to preserving the pedestrian corridor. We are asking for relief from the 10% required green space for this site since adhering to the standard would require replacing parking with green space on the courtyard interior of the lot. Small and hidden away from the public way, it would not be meaningfully beneficial to either biodiversity or human inhabitants.



136 N WASHINGTON STREET
YPSILANTI, MI

DESIGN CLARIFICATIONS

May 3, 2024

Clarification on Parking Count:

We consider there to be two (2) pools of parking provided on the site: Required Parking and Additional Parking.

After factoring in reductions for Walkable Urban District, Proximity to Transit, Electric Charging, and provided Bicycle Parking, the required parking for our proposed development is 6 spaces.

- Of these 6 parking spots, 80% min are required to be standard size parking spots, a minimum of 5' (.8x6=5). We provide 6 standard spots.
- We then provide twenty-three (23) additional parking spots, fifteen (15) standard and eight (8) compact. These are surplus to requirements.



136 N WASHINGTON STREET
YPSILANTI, MI

NARRATIVE ON ACCESS AND CONSTRUCTION EASEMENTS

May 3, 2024

Wall Construction and Maintenance

The neighbor's side wall will be built using a zero-lot line construction method which is frequently done in urban areas. The basement will be created using shoring installed entirely within the property line. The basement walls are then poured against the shoring. The first floor is installed by the mason by setting scaffolding on our side of the property line and laying the masonry wall up from our side of the wall. This is a commonplace approach for these situations. Thereafter, the construction team complete the first-floor wall and transitions to the remaining floors that set back 5 feet with the scaffolding on our property. The first-floor exterior wall will be done using sealed masonry units and Type M mortar which is the strongest mixture used and lasts for many decades when installed correctly with a proper drainage plane located on our side of the property.

Mural Wall

The project was approved by the Historic District Commission based on a masonry mural wall. We will go back to the Historic District Commission at a future date to get the mural itself approved. If an easement agreement cannot be completed for use of the neighbor's property by the mural artist, then the concept of a mural wall will need to be abandoned.

Fire Department Access

Concerns about providing access from neighboring properties to fight a fire on our property are not valid. Our building is a full sprinklered building and the fire department will not use the traditional method of fighting a fire with ladders on any building over four stories. We are required to provide a fire apparatus access lane on the front of the building for the fire truck to park and access the building and to meet required hose links – all of which we meet. A fire in the building itself due to its height is first fought with the automatic suppression system which is estimated to be effective in 95% of cases. Due to the height of the building the fire department will traditionally fight any remaining fire from within the building going floor by floor as needed using the built-in standpipe system. The interior of the building is built using fire-rated materials to provide the code stipulated time ratings to allow for the fire department to do its job and the occupants the opportunity to escape or be rescued. The exterior of our building is masonry at the first floor and metal panels above. Both materials are noncombustible and would not traditionally be a point of concern for the fire department. We live in a society where, as a matter of last resort and in the effort to protect property as well as public safety, the fire department has the right to do what is necessary to protect the public. This includes the right for fire fighters to access anyone's property to do their job.



136 N WASHINGTON STREET

YPSILANTI, MI

NARRATIVE ON WASTE REMOVAL

May 3, 2024

The development's waste management and recycling vendor will be Runco Waste Industries. Runco is currently providing the 124 Pearl St (Centennial Building) and 120 Pearl St with trash removal services. We have provided Runco with our site plan showing the proposed 60-unit building and trash room location, as well as the new enclosure housing the Centennial Building dumpsters. Runco understands the traffic flow pattern for entering on Washington St. and exiting on Pearl St.

The 136 Washington trash room door, and the Centennial Building trash room enclosure will be accessible by key or code that is provided to Runco. Runco will provide a service whereby their trash removal team will access the trash room and enclosure, wheel out the (up to) four 2-CUYD dumpsters from the 136 Washington St trash room, and the (up to) two 4-CUYD dumpsters from the Centennial Building trash enclosure upon their arrival on removal day. The truck will enter the one-way drive from Washington Street to pick up the trash for both buildings. Runco staff will place the wheeled dumpsters in front of the truck for front load pick-up. When complete, Runco staff will roll the bins back into the trash room and into the enclosure, locking the doors behind them. Recycling pickup will follow the same procedure and use the same type of trucks that are used for Refuse pickup. We believe that once-weekly pickup is sufficient for the 136 Washington St building, but Runco have provided a proposal to pick-up as much as three times a week if required. Current calculations also show that twice-weekly is sufficient even when the Centennial Building is leased at full capacity.

Runco has informed us that this plan aligns with their trash pickup practices at similar locations in the area. We have worked with Runco to adequately size the dumpster bins and enclosure per their equipment standards. With the aid of their provided guides, our site plan was designed to ensure that maneuverability into and through the site can be made by Runco's trucks.

Refuse and recycling are calculated and sized by the following metrics:

Trash Requirements 136 Washington

	Multifamily Requirement:	60	beds	(0.5 cubic yards per bed <u>per month</u>)		
	Retail Requirement:	1370	SF	(1 cubic yard per 100 SF <u>per month</u>)		
		Residential	Retail			
Estimated Capacity Required <u>per Week</u> (in Cubic Yards)	Minimum Capacity	Minimum Capacity	Compacted 3:1	Size of Containers (in Cubic Yards)	Containers per week (compacted refuse divided by 3)	Twice Weekly Pickup
Refuse 60%	4.1	1.9	yes	2	1.0	0.5
Recyclables 40%	2.8	1.3	---	2	2.0	1.0
Total Waste Volume Estimate	6.9	3.2	---	2	3	1.5

Trash Requirements 124 Pearl

	Office Requirement:	21492	SF	(1 cubic yard per 1000 SF <u>per month</u>)		
	Retail Requirement:	5670	SF	(1 cubic yard per 100 SF <u>per month</u>)		
		Office	Retail			
Estimated Capacity Required <u>per Week</u> (in Cubic Yards)	Minimum Capacity	Minimum Capacity	Compacted 3:1	Size of Containers (in Cubic Yards)	Containers per week	Twice Weekly Pickup
Refuse 50%	2.5	5.2	no	4	1.9	1.0
Recyclables 50%	2.5	5.2	---	4	1.9	1.0
Total Waste Volume Estimate	4.9	13.0	---	4	4	1.9



**136 N WASHINGTON STREET
YPSILANTI, MI**

NARRATIVE ON LOADING

May 3, 2024

Loading for 120 Pearl St and 124 Pearl Street (Centennial Building) has been reduced from its original size to accommodate the drive aisle and some easily accessible site parking. The proposed design provides a 23 ft x 20 ft loading space alongside a 22 ft drive aisle. This is enough space for small delivery vehicles of the type that the Ypsi Ale House currently uses. A truck the general size of a UPS Delivery truck can back into the loading area and leave a spacious drive aisle for traffic to bypass while loading occurs and have ample space to maneuver out of the site via the Pearl St vehicular exit.

Loading for 136 N Washington (new development), expected to be primarily used for tenant move-ins, is proposed just south of the public parallel parking space closest to the north boundary of the property, in the location where the northernmost existing curb cut exists currently. When parked in the parallel space and facing in the direction of traffic, the rear of a rentable truck is near the residential lobby allowing easy access to the elevator and Stair 1. The position of the loading area leaves a clear view to the retail areas of both buildings and keeps the proposed fire truck access area clear in front of 136 N Washington.

MEMORANDUM

136 N Washington - 60-Unit Mixed Use Development

To: Joe Meyers, City of Ypsilanti
From: Derric Scott, 124 Peace Plaza LLC

May 3, 2024

Re: 136 N Washington Project, Planning Department, Site Condominium #3 Response and Additional Comments #5 Response

Dear, Mr. Meyers,

This memorandum serves in response to two concerns/clarifications requested via email sent Friday, April 26th entitled 136 N Washington and the second sent Wednesday, May 1st entitled Ypsilanti Mixed Use clarifications from PUD.

Response to Item #3 - Planning Department Site Condominium

124 Peace Plaza LLC confirms there will be no stricter use/occupancy restrictions than what the zoning ordinance allows.

Response to Item #5 - Additional Comments

124 Peace Plaza LLC will be submitting the PUD floor plans and mixed-use project with a retail space on the ground level. At this time, it is not the intent of the development for this space to be used for any other use than retail. We acknowledge the City staff's request for wanting the retail space to remain so in perpetuity, but as developers, we cannot predict future market conditions nor restrict potential future development uses. We are open to going through the applicable PUD process for any future change use but do not want to include language that restricts the programmatic use in perpetuity at this time.

Thank you,

Derric Scott
Managing Member
124 Peace Plaza LLC

PUD COMMUNITY BENEFITS NARRATIVE

May 03, 2024

Below is a summary of benefits to the City and Community of Ypsilanti that are provided through the design & development of the property at 124 Pearl Street as proposed in our PUD submittal documents:

- **Building Frontage Increase** – The existing condition of the northern half of the property at 124 Pearl is an open parking lot, primarily accessed through (2) curb cuts along Washington Street. This condition breaks up the continuity of the Washington street corridor in a manner that is not pedestrian friendly nor aligned with the current zoning code and fosters an automobile-centric usage of the Washington Street corridor. The proposed development increases the property's frontage on Washington Street 35% to 69%. It also eliminates a curb cut. These improvements form a more cohesive and pedestrian friendly continuation of the Washington Street corridor.
- **Retail Frontage Increase** – The inclusion of retail space directly adjacent to the sidewalk and street within the ground floor of the proposed new building works alongside the frontage increase to foster a pedestrian friendly Washington Street corridor. The addition of this retail destination along Washington Street puts people on the sidewalks, benefiting existing retail establishments while strengthening the local demand for the development of new retail destinations.
- **Public Safety and Comfort Benefit** – The increase in density of housing and addition of retail establishments has a public safety benefit as well. It increases the comfort and safety of those urban dwellers or visitors who may otherwise feel unsafe and vulnerable in a more isolated, desolate, and piecemeal urban fabric.
- **Concealed & Enclosed Parking** – The parking that is provided on site is concealed from public view. It improves the existing condition of an open parking lot. This configuration has the added advantage of providing a site that is clean and hospitable to pedestrians and reduces the likelihood that the lot is a target for potential automobile break-ins.
- **Design Developed through Historic District Commission (HDC)** – The design of the new proposed building, located in the historic district, was developed in a site-specific manner and is a contextual building that is cohesive with the neighborhood context while also reading as a contemporary addition to Ypsilanti's downtown. Developed along with extraordinary feedback from the HDC, we believe the building achieves this important goal. It features brick pilasters and glazed detailing at the ground level and a largely glazed ground floor for retail use. Strict adherence to the zoning code would have resulted in a building without significant articulation to the ground floor glazing and, likely, without brick.
- **Affordable Housing Component** – The units available in the building will target an affordability range of those earning 60-80% of Area Median Income. The goal of this type of development strategy is attracting and reserving units to be used by working class tenants.
- **Bicycle Parking** – Bicycle storage of 27 bikes is available for tenants within the new building. In addition, six (6) bicycle spaces are proposed for public use in front of the angled parking area of the newly proposed building. These public use bicycle parking spots, while not required by the current zoning code, are an important piece of infrastructure for an interconnected bicycle network. They provide the public with more transit choices and align with the City's Master Plan and investments already made by the city to improve bicycle infrastructure in Ypsilanti.
- **Transit Oriented Development** – The apartment units are designed with urban and transit-oriented tenants in mind. Parking spots available for tenants are low, targeting a market that is more likely to walk, bike, and use public transportation to meet their daily needs.



Below is a narrative on the Centennial Building's future provided by J29:7 Planning & Development:

The 124 Peace Street building (Unit 1), located at 124 Pearl St will remain a commercial office space for current and prospective tenants. 124 Peace Plaza LLC does not believe in tenant displacement and aligns with the current City of Ypsilanti master plan of focusing on small business development. The 124 Pearl Street location is a great representation of a small business community in the heart of Ypsilanti's Center that will remain this way in the future. The location of this building supports continued walkability and is across the street from regional public transit. Given the location of the 124 Pearl Street building, we look forward to event collaborations in the future for supporting the "Build curbless 'festival' street on Washington" as referenced in the City of Ypsilanti master plan.

124 Peace Plaza LLC intends to maintain the commercial office spaces that support local business owners every day. We are currently making a series of improvements to the building such as roof replacement, exterior brick facade repairs, energy efficient lighting replacement and many other improvements. These improvements will position current and future residents to better serve the residents and community of Ypsilanti.

Understanding that this building is located in the historic district, improvements have been made by first seeking the approval of the City of Ypsilanti Historic District Commission to match the existing architecture and reinforce the existing patterns and historic district regulations. In summary, our team is committed to preserving the rich history of the building and not demolishing it for new construction.

**136 N WASHINGTON STREET
YPSILANTI, MI**

NARRATIVE ON ZERO SETBACK CONSTRUCTION & EASEMENTS

May 30, 2024

Wall Construction and Maintenance

The northernmost wall adjacent to the property line can be built without accessing any other property, and can be virtually maintenance free, or maintained without accessing the neighboring property. It will be built using a zero-lot line construction method which is frequently done in urban areas. The basement will be created using shoring installed entirely within the property line. The basement walls are then poured against the shoring. The first floor is installed by the mason by setting scaffolding on our side of the property line and laying the masonry wall up from our side of the wall. This is a commonplace approach for these situations. Thereafter, the construction team complete the first-floor wall and transitions to the remaining floors that set back 5 feet with the scaffolding on our property. The first-floor exterior wall will be done using sealed masonry units and Type M mortar which is the strongest mixture used and lasts for many decades when installed correctly with a proper drainage plane located on our side of the property.

Mural Wall

The project was approved by the Historic District Commission based on a masonry mural wall. We will go back to the Historic District Commission at a future date to get the mural itself approved. The addition of the mural and suitable substrate for painting the mural is the only aspect of the proposed wall that would require future maintenance and access from the adjacent property. If a construction & maintenance easement agreement cannot be completed for use of the neighbor's property by the mural artist, then the concept of a mural wall will need to be abandoned.



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Randolph T. Barker ~ Of Counsel
Jennifer A. Merritt ~ Legal Assistant

MEMORANDUM

To: Josh Burns, Ypsilanti City Planner
From: John M. Barr, Ypsilanti City Attorney
Date: March 29, 2024
Re: Hoselay Deployment 136 N. Washington

In my opinion the legal doctrine of exigent circumstances as defined in the case of *Michigan v. Tyler*, 436 U.S. 499, 98 S. Ct. 1942 (1978), and companion cases and the Michigan Fire Code MCL 29.6 would allow and permit the Ypsilanti Fire Department to enter on the premises and the adjacent property to investigate and fight a fire, including the laying and deployment of hoses and other equipment on the property of 136 N. Washington without express permission in the interest of public safety. Further that governmental immunity would apply.

In addition, Ypsilanti Fire Marshall Clifton Pope in his communication of May 29, 2024 opined that an easement is not required for hoselay deployment.

Therefore, in my opinion, the condition of the Ypsilanti Planning Commission for fire chief permission for hoselay deployment is satisfied and can be deleted.

Section 600.2944 - Access to adjoining property for repairs or improvements

When an owner or lessee seeks to make improvements or repairs to real property so situated that the improvements or repairs cannot reasonably be made by the owner or lessee without entering the premises of an adjoining owner or his lessee, and permission so to enter has been refused, the owner or lessee seeking to make the improvements or repairs may commence a civil action in the circuit court of the county in which the property is located. The complaint shall state the facts making the entry necessary, the date on which entry is sought, the duration and the method proposed for protecting the defendant against damage. The court may grant a limited license for entry upon such terms as justice and equity require. The owner or lessee to whom the limited license to enter is granted shall be liable to the adjoining owner or his lessee for damages occurring as a result of the entry and shall file such bond or liability insurance or both as shall be required by the court.

MCL 600.2944

Add. 1969, Act 55, Eff. 7/29/1969.



City of Ypsilanti
Fire Department

To Joe Meyers:

136 N. Washington Fire Protection Plan: 6/4//24

1. An easement is not necessary for hoselay deployment on the north side of 136 N. Washington. The 136 N. Washington project does not obstruct the neighboring property line. The Fire Dept. has a right to use property during any emergency situations.
2. The Fire Dept. has the right to use Trinity Health property during any emergency situations. No easement is needed for Trinity Health property lot.
3. Per NFPA 1, all buildings that are installed with a suppression system shall be allowed to increase the 150ft hoselay distances to 450 ft due to a correctly installed sprinkler system reducing the fire risk to occupants and firefighters.
4. Street parking on N. Washington will need to be moved on the east side of the street to accommodate multiple aerial trucks that respond due to YFD automatic aid agreement. (Three spots on the east side next to Ypsi Ale and one spot in front of 140 N. Washington (Maurer Property). This will allow a 26ft aerial access road for all ladder trucks.

Clifton Pope
Fire Marshal
City of Ypsilanti Fire Department
525 W. Michigan Ave.
Ypsilanti, MI 48197
Phone: (734)482-9755
Fax: (734)483-7522

April 25, 2024

City of Ypsilanti
Planning and Development Department
One South Huron Street
Ypsilanti, Michigan 48197

Attention: Mr. Joshua Burns

Regarding: 136 N Washington St.
PUD Site Plan Review No. 1
OHM Job No. 0094-24-1000

Dear Mr. Burns:

The applicant is requesting site plan approval for a proposed mixed-use, planned unit development at 136 N Washington St consisting of one level of below-grade parking, at-grade retail/parking/building services, and five (5) additional residential floors of studio and one-bedroom dwelling units (60 total). The site is currently being utilized as an asphalt parking lot. This project consists of removing a portion of the asphalt parking lot to construct the mixed-use building, in addition to rehabilitating the adjacent parking lot area with slight modifications to the layout. We have reviewed the plans with a date of March 28, 2024, for compliance with local ordinances and general engineering standards and offer the following comments:

1. The proposed angled parking does not adhere to the parking dimensions detailed in Division 7 section 122.685 in the Ordinance. A variance will be required.
2. Applicant shall identify the object shown with a dashed line east of the angled parking, near the existing building. If this is an aboveground object, the applicant shall confirm a vehicle can properly enter and exit the adjacent parking space. Additionally, the applicant shall confirm there is adequate space for a passenger vehicles to maneuver in and out of the angled parking and not encroach on sidewalk in Public ROW.
3. Applicant shall confirm a dumpster pad is not necessary for the proposed trash collection area. The applicant shall further confirm the proposed asphalt pavement section is sufficient for the anticipated vehicles that will traverse the site. Applicant should provide soil boring data and any related geotechnical reports with the engineering submittal.
4. A detailed review of the grading plan will be completed under detailed engineering review.
5. A detailed review of the storm water management will be completed under engineering review. A few preliminary engineering comments on storm water management are provided:
 - a. A drainage area plan should be included in the engineering plans.
 - b. Plastic pipe (HDPE) is only allowed in areas outside of the influence of pavement. Applicant shall provide ADS N-12 specification sheet for consideration of use.
 - c. Minimum storm sewer pipe diameter is 12-inches.

- d. A structure detail should be provided for R2. City storm sewer details should also be included in the engineering set.
- e. Our engineering review will include an evaluation of the proposed storm water BMPs to meet water quality standards prior to discharge, including first flush treatment.
- 6. Review and approval from the Fire Department is required. Building fire suppression and hydrant location requirements will be determined by the Fire Department. It appears the drive isle is providing fire apparatus access and may require a minimum 20-foot width per the International Fire Code. Applicant shall confirm with the Fire Department that the proposed width is acceptable.
- 7. Approval from the Ypsilanti Community Utilities Authority (YCUA) will be required for all work associated with the water supply system and sanitary sewer. YCUA water main and sanitary detail sheets shall be provided in the engineering plans.
- 8. Applicant shall work with the Department of Public Services (DPS) to secure a Right-of-Way (ROW) permit for proposed work within the ROW and coordinate parking meter modifications.

The applicant is advised that review and approval of detailed engineering plans is required prior to start of construction.

If you have any questions, please contact me at (734) 522-6711.

Sincerely,
OHM Advisors



Rachel Jackson, PE

CC: Bonnie Wessler, AICP, Department of Public Works
Joe Meyers, City of Ypsilanti
Scott Westover, PE, YCUA
Julia Upfal, AICP, Giffels Webster
Andy Aamodt, Giffels Webster
Kent Early, PE, OHM
Joe Maynard, PE, Washtenaw Engineering
File

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May 2024

**Staff Review of Planned Unit Development & Site Condominium
124 Pearl Street**

**Existing Office Building and Proposed 6-story Mixed-Use
Building with 60 Residential Units**

GENERAL INFORMATION

Applicant:	Derric Scott and Marcus Huff, 124 Peace Plaza, LLC
Project:	124 Pearl Street Planned Unit Development Site Condominium- Existing 6-Story Office Building and Single-Story Commercial Building with New Proposed 6-Story Mixed-Use Building
Application Date:	Revised application: May 3, 2024 Original application: February 26, 2024
Location:	124 Pearl Street and 120 Pearl Street (parcel ID# 11-11-40-486- 030 and 11-11-40-486-007)
Zoning:	Center
Action Requested:	Approval
Staff Recommendation:	Denial; or Approval with Conditions

PROJECT AND SITE DESCRIPTION

This planned unit development (PUD) and site condominium application was postponed at the March 20, 2024 meeting. A revised site plan set dated May 3, 2024 was submitted and is the subject of this revised review.

124 Pearl Street is located at the northwest intersection of Pearl Street and N. Washington Street in Ypsilanti. The site includes parcels 11-11-40-486-007 (.092 acres) and 11-11-40-486-030 (.555 acres). The site presently includes a 6-story mixed-use building with commercial use (restaurant) on the first floor and office spaces above; this building is referred to as "the Centennial Building." In addition, a small, historic, one-story building comprising 394 sf of space is located along the Pearl Street frontage and is used for retail. The site presently includes a parking lot with 44 vehicle spaces. There are two curb cuts providing access to the site off North Washington Street and one curb cut providing access off Pearl Street. An additional curb cut is located on Pearl Street, but access to the site is obstructed at

this location by an exterior stairwell. Pedestrian access to the Centennial Building is located on Pearl Street.

The plans propose to maintain both existing buildings and construct an additional 6-story building in the area currently used for parking, north of the Centennial Building. The proposed building includes 1,450 SF of retail uses, 1,062 SF of "amenity/lobby" area which includes a fitness center, 60 residential units (20 studio apartments and 40 one-bedroom apartments), and rooftop greenspace. The north-facing residential units on the second floor include balconies. In addition, the building includes a below ground parking garage with 21 parking spaces, including one barrier-free van accessible parking space and two EV-Charging spaces. Additional surface parking is provided, with eight parking spaces, including one barrier-free van accessible parking space.

Pedestrian access will be provided along the Washington Street frontage. Additionally, elevator and stairwell access are provided below ground level in the parking garage. No pedestrian access between the new building and Pearl Street is proposed in the plans.

Vehicle access will be provided in a one-way direction, using existing curb cuts on North Washington Street (ingress only) and Pearl Street (egress only). The northernmost curb cut on Washington Street will be closed.

This development is proposed as a planned unit development (PUD) site-condominium. The site condominium tool allows structures to be owned and operated independently of each other, with other site elements identified as "general common area." A Master Deed will establish common ownership and define each condominium lot. Although the proposed use is generally regarded as "permitted by-right," by developing this property as a site condominium with request for waivers, or "departures" from the zoning ordinance, the plans must be reviewed as a PUD. Additionally, City Council approval is needed following a recommendation by the Planning Commission.

Throughout this review, the buildings will be referenced as follows:

- Centennial Building (124 Pearl): Building #1
- Retail Building (120 Pearl): Building #2
- Proposed New Building: Building #3

Attached to this packet are the applicant's submittals:

- Alta survey dated 12/04/23
- Site plan set dated 5/3/24
- Site condominium draft master deed, including Exhibit B
- Exceptions to the zoning ordinance narrative dated 5/3/24
- PUD community benefits narrative dated 5/3/24
- RUNCO Waste Industries, Inc. letter dated 3/27/24

Figure 1: Subject Site Location



Figure 2: Site Aerial (2020)



Figure 3: Capture of Site Plan

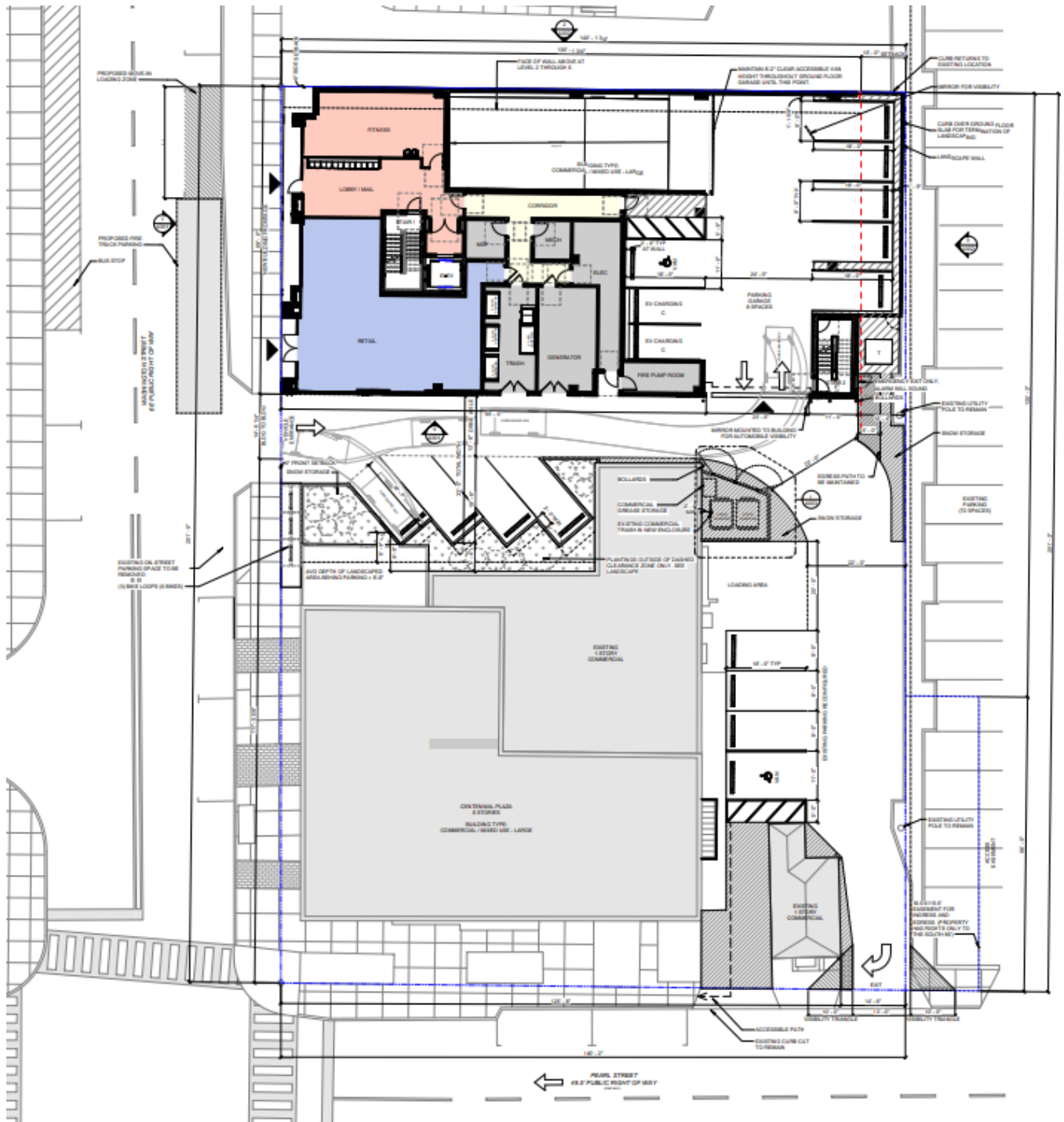


Figure 4: Photo of Site from N Washington St



Figure 5: Land Use and Zoning of Surrounding Area

	LAND USE	ZONING
NORTH	4-Unit Multi-Family Residential	Center
EAST	Medical Office	Center
SOUTH	Office	Center
WEST	Public Parking	Center

SITE CONDOMINIUM: CRITERIA AND REVIEW

Site Condominium Review

§122-711 and §122-712

All site condominium subdivisions and structures therein must comply with all the use, size, height, area, setback, sign, and all other regulations of the zoning district in which the subdivision is located unless modified through the provisions of Article VII, Division 1 of this chapter regarding planned unit developments.

Application for review and approval of site condominium subdivision projects shall be made pursuant to the provisions of Article III, Division 2, Subdivision II or Article VI, Division 1 of this chapter.

The applicant is requesting certain zoning standards be modified during this process, so a planned unit development must accompany this site condominium proposal as well.

Site Condominium Site Plans

§122-714

The site plan submitted for a site condominium subdivision must be consistent with the requirements outlined in §122-309 showing the location, size, shape, area, and width of all lots, all general and limited common elements, and street and utility layout. In addition, the following must be included as part of the application for special land use approval: (a) The use and occupancy restrictions as will be contained in the master deed. (b) A "consent to submission of real property to condominium project," listing all parties which have ownership interest in the proposed site condominium subdivision, or evidence of authority or right that the developer has a legal option to purchase the subject property from the owner of record.

The applicant submitted a draft master deed to the City on April 10, 2024 and is under review by the City Attorney. In the meantime, the applicant should be prepared to provide the following information to the Planning Commission.

122-714. A site plan showing the location, size, shape, area and width of all general and limited common elements and street and utility layout.

Staff Comments: The applicant has provided a site plan (draft master deed's Exhibit B) showing the general location of all general and limited common elements. The condominium units will be known as Unit 1 (Centennial Building – 124 Pearl), Unit 2 (small building – 120 Pearl), and Unit 3 (new building). The exact size, shape, area, and width of all general and limited common elements, and street and utility layout are not included on that plan sheet, but are inferred through the reading of the full PUD site plan set. These details should also be provided on that plan sheet so that they can be included in the Exhibit B.

The eight total parking spaces to the north and east of the Centennial Building will be shared between Buildings 1 and 2 (Units 1 and 2). The Planning Commission may wish to request further clarification on how the applicant will deter users from Building #3 from accessing these spaces, or if signage will address the assigned parking spaces. The parking spaces that are located within the parking garage for Building #3 are stated to be dedicated to the residential tenants of Building #3 (Unit 3).

122-714.(a) The use and occupancy restrictions as will be contained in the master deed.

Staff Comments: The draft master deed includes an incomplete section to input use and occupancy restrictions for all three structures (page 11). However, the applicant stated in a memo to City staff that "there will be no stricter use/occupancy restrictions than what the zoning ordinance allows." This shall apply to all three structures in the site condominium, unless otherwise specified by the Planning Commission, and confirmed as a part of the City's final legal review of the master deed.

122-714.(b) A "consent to submission of real property to condominium project," listing all parties which have ownership interest in the proposed site condominium subdivision, or evidence of authority or right that the developer has a legal option to purchase the subject property from the owner of record.

Staff Comments: The applicant is currently the owner of all property within Parcels 11-11-40-486-030 and 11-11-40-486-007.

This site condominium is being reviewed as a Planned Unit Development, consistent with Article VII, Division 1 of the Zoning Ordinance. City Council is the final approving authority of the site condominium.

Items to be addressed:

- The Exhibit B site plan shall show further information, specifically the size, shape, area and width of all general and limited common elements and street and utility layout.
- Confirmation that there will be no stricter use/occupancy restrictions than what the zoning ordinance allows.
- Any additional information or revisions to the master deed as determined by the City Attorney.

PLANNED UNIT DEVELOPMENT: CRITERIA AND REVIEW

Description and purpose of planned unit developments:

- a) *It is the purpose of this article to provide guidelines for development or redevelopment which is planned as a unit. Toward this end, it is the intent of these regulations to allow flexibility in the regulation of land development; encourage innovation in land use and variety in design, layout, and type of structures constructed; achieve economy and efficiency in the use of land, energy, public services, and utilities; encourage useful open space; provide better housing, employment, shopping opportunities, compatibility of design, and use between neighboring properties; facilitate the preservation and reuse of historic structures; and encourage development that is consistent with the City's master land use plan.*
- b) *The approval of a planned unit development application requires an amendment to this chapter to revise the Zoning Map and designate the subject property as "PUD, planned unit development." An approval granted under this article, including all aspects of the final site development plan and conditions imposed on it, constitutes an inseparable part of this chapter.*
- c) *The provisions of this article are not intended as a device for ignoring this chapter, the specific standards set forth in this chapter, or the planning upon which it has been based. Provisions of this article are intended to result in land development substantially consistent with the zoning standards generally applied to the proposed uses, allowing for modifications and departures from generally applicable standards in accordance with the guidelines of this article to insure appropriate, fair, and consistent decision-making.*

Planned Unit Development Permitted Uses

§122-701

The table in §122-701 covers the allowed uses for PUDs in their underlying zoning district. This site's underlying zoning district is Center, and therefore any combination of permitted uses in the HHS, HC, NC, or C zoning districts are allowed. The proposed uses of Building 3, including multi-family housing, fitness and community space accessory to housing, and retail are all compliant uses for the Center zoning district. The existing uses of Buildings 1 and 2 (restaurant, office, and retail) are compliant as well.

Planned Unit Development Requirements

§122-702

The following requirements must apply to all planned unit developments:

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

Staff Comments: The present property owner of both 124 and 120 Pearl is the applicant for this PUD application, however, site condominium information will further clarify the common use of the site. The applicant shall provide all information required for site condominium site plans as outlined under §122-714 and discussed in this review.

Notably, site drives and curbing encroach the eastern property line. This encroachment is as large as about 1.7' as the drive nears the Pearl Street right-of-way. An easement is currently recorded (see survey sheet) that appears to give the subject property and neighboring properties joint egress/ingress, for up to 66 feet from the Pearl Street right-of-way line. The language of that easement does not appear to give the subject property exclusive construction rights; because of this, City staff has requested the applicant to either obtain an updated easement, or obtain a notarized affidavit from the adjacent property owners indicating future

easements will be granted. These have not been yet provided, however, the applicant has provided City staff proof of engaging with the neighboring property owner (St. Joseph Mercy Health System) regarding permission to be construct within this easement. Legal review of any updated easements should be included as a condition of approval.

In addition, the proposed Building #3 extends to the northern and eastern property lines. The applicant should demonstrate that they will not need to enter the neighboring properties to the north and east for construction and maintenance of these building walls, or the applicant shall obtain permissions in a manner acceptable by the City Attorney. Additionally, the north wall includes a mural, requiring access to the neighboring property to the north. The applicant must obtain permission to paint this mural. The Planning Commission may wish to include a condition granting approval with or without the mural if determined it is non-essential to the development. Finally, the Fire Protection Plan (Sheet C7.0) shows hoselays crossing property lines; Fire Department stated permissions from these neighboring property owners shall be provided. Staff recommends the applicant secure fire hoselay easements with the northern and eastern properties, acceptable by the Fire Department and City Attorney, to ensure that any future structures do not block the hoselays.

- b) *Minimum size. The minimum size of a planned unit development in the Walkable Urban Districts is one half-acre of contiguous land. The minimum size of a planned unit development in the Use Based Districts is one acre of contiguous land.*

Staff Comments: The site is 0.65 acres. This standard is met.

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

- (1) *Multiple-family residential uses must comply with the regulations applicable in the MD multiple dwelling residential district.*
- (2) *Commercial and office uses must comply with the regulations applicable in the C - Center district.*
- (3) *Manufacturing uses must comply with the regulations applicable in the PMD - Production, Manufacturing, and Distribution district.*
- (4) *Mixed uses must comply with the regulations applicable for each individual use, as outlined above, except that if conflicts exist between provisions, the regulations applicable to the most dominant use must apply.*
- (5) *To encourage flexibility and creativity in development consistent with the planned development concept, departures from compliance with the base regulations may be granted by the City Council, upon recommendation of the Planning Commission, as a part of the approval of the planned development. For example, such departures may include modifications of lot dimensional standards, setback requirements, density standards, parking and landscaping requirements, and similar requirements. Such departures may be approved only on the condition that they will result in a higher quality of development than would be possible using conventional zoning standards.*

Staff Comments: The proposed PUD contains mixed-use development, including one building used for retail only, one building used for a mix of office and commercial, and one building containing a mix of retail and multi-family. Therefore the underlying Center zoning district and corresponding building type (Commercial Mixed-Use Large) need to be adhered to, but departures can be granted by City Council, upon recommendation by the Planning Commission, so long as they result in a higher quality of development than would be possible using conventional zoning standards. Below is staff's analysis of the requested departures. Also see the applicant's provided materials for their comments on these departures in full:

Figure 6: Full List of Departures Requested

ORDINANCE PROVISION	REQUIRED	PROVIDED	RATIONALE FOR A HIGHER-QUALITY DEVELOPMENT
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Frontage buildout (122-476.H)	Minimum 90%	69%	This is for the North Washington frontage buildout; staff acknowledges that the reason this is not met is due to the access driveway, parking, and landscaping strip running in between both buildings, as well as the existing frontage of the Centennial Building. The driveway serves a key purpose in providing vehicle parking and dumpster/trash pickup, and no changes to the Centennial Building are proposed as a part of this application. The new building is to be constructed entirely along the frontage of North Washington street in a manner that contributes to quality building and streetscape design for the downtown.
Commercial private frontage - distance between openings (122-484.A)	Maximum 2'	6'8"	The applicant's architect explains the purpose for this greater distance between openings. The architect stated that diminishing this distance to comply with the ordinance would likely mean one of two things: create an almost all glass, curtain-wall type of ground floor feel, or create a storefront that has exposed structure concrete columns. The applicant opted to utilize brick into their design for consistency with the neighboring downtown historic buildings. This design concept has already been run by the Historic District Commission (HDC) and approved. The façade design repeats the first floor façade design and fenestration proportions of the Centennial Building providing a quality building and streetscape design for the downtown.
Commercial private frontage – ground floor transparency (122-484.C)	Minimum 60%	43%	Similar to the above point, the ground floor transparency provided is based on the applicant's desire of a concept (and approved by HDC) that includes the brick façade materials. The façade design repeats the first floor façade design and fenestration proportions of the Centennial Building, providing a quality building and streetscape design for the downtown.
Traffic visibility (122-675)	No obstructions allowed within a 10' clear vision triangle where driveways meet right-of-way.	Approximately 0' clear vision; building edge is built to driveway and right-of-way edge.	Space is to be maximized to be able to build on a smaller site, and numerous instances of existing (nonconforming) driveways are prevalent throughout downtown and in the city's Walkable Urban Districts. To reduce conflicts, the applicant proposes the one way traffic in this manner, therefore, this visual obstruction will not impact any vehicles exiting the site, unless vehicles back out onto Washington

			St. Mirrors were added within the interior parking garage, which are a benefit, but staff recommends the applicant provide mirrors at all driveway intersections to further minimize visual obstructions.
Parking end aisles (122-684.b.3)	The ends of all parking aisles and corners shall be protected with a curbed island.	The aisle-end of the 90° parking area east of the Building #1 is not bounded by landscaped islands, but this is an existing condition. To the South, there are existing steps and Building #2. To the North, there is a loading area.	The parking area to the east of the Centennial Building is a currently nonconforming site element, and not proposed to be changed during this process. At the north end of this row, a loading space is being provided. It should be noted that the loading space does not comply with the minimum dimensional standards for normal loading spaces, however loading spaces are not required in the Center district. Staff believes that providing a loading space of some kind is imperative to the future of the commercial uses at the Centennial Building, especially the restaurant. In addition, loading/unloading will be beneficial for the retail use, moving vehicles, and deliveries to the residential building.
Protection of landscaped areas, walls, structure, and walks in parking lots (122-684.d.)	Landscaped areas, walls, structures, walks shall be protected by curbing or wheel stops, as well as a distance of at least 3'.	Some interior parking garage spaces have less than 3' distance from the edge of the wheel stop edge to the exterior or perimeter wall. This distance is as small as 2' in the lower level parking.	For the most part, wheel stops are strategically placed to protect parking overhangs from encroaching such landscaped area, walls, structures, and walks. The applicant has indicated that in an indoor garage the priority is to keep 24' maneuvering space. Wheel stops are provided to prevent vehicles from hitting the wall.
Parking dimensions: regular spaces (122-685.b)	Spaces shall be 9'x18' minimum, can be shrunk to 16' long if curb can provide 2' overhang; width shall be increased by 1' if abutting a wall.	Not all spaces add an extra foot in width when abutting a wall within the parking garage.	On the ground level, parking is only noncompliant because of the structural columns. If not for the structural support columns, which range from 1' to 2' in width, these additional widths on the ground level could be compliant. In the basement, the wall is against the edge of the parking space (at the northeast corner), creating no additional space above the 9' width. It appears that getting in and out of a vehicle is still possible, albeit tight. Staff recommends this parking space in the northeast corner of the basement floor be made into a compact space to better meet the intent of ordinance.
Parking dimensions: two tiers of 90 degree parking, plus	Required 62' minimum	58' of total width of two tiers of parking is provided in the basement of the	The utilization of this standard for downtown land is not sensible; where land is at a premium this standard only works to add additional, wasted space to the

maneuvering lane (122-685.e)		interior parking garage, and 60' of total width in the ground floor of the interior garage.	parking areas. Furthermore, as written, this standard is contradictory to the required parking space and maneuvering space width, and more permissive towards standard vehicles than compact vehicles.
Parking dimensions: one tier of 45 degree parking, plus maneuvering lane (122-685.e)	Required 36' minimum	33' total width provided north of the Centennial Building	Similar to the above, the utilization of this standard for downtown land is not sensible; where land is at a premium this standard only works to add additional, wasted space to the parking areas. Furthermore, as written, tis standard is contradictory to the required parking space and maneuvering space width.
Note: if Planning Commission does not approve of any departures, Planning Commission should explicitly state so in their motion.			

Overall, staff observes many of these departures to be necessary for an innovative, infill development style of this type in this downtown location. Some of these standards contribute to a more suburbanized development style which, while possibly appropriate in the General Corridor zoning district, is not appropriate in this type of urban context. Staff recommends the parking space in the northeast corner of the basement floor be labeled as a compact car space to better meet the intent of the ordinance.

- d) *Street Access. Each lot, main building, and principal use within a Planned Development district shall have vehicular access to a public street. Adequate provision shall be made for dedications of land for streets and essential services.*

Staff Comments: Street access provided. Standard is met.

- e) *Usable Open Space. The proposed development shall contain at least as much open space as would otherwise be required by the existing underlying zoning.*

Staff Comments: There is no minimum required open space in the Center zoning district. Standard is met.

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

Staff Comments: The common area between the three buildings, which serves as an access driveway, landscaping, dumpster enclosures/pickup locations, loading space, and more, is expected by staff to be part of the site condominium's general common element. The eight surface parking spaces will belong to Units 1 and 2 (Buildings 1 and 2) specifically, however, the Planning Commission may wish to request further clarification on how the applicant will deter users from Building #3 from accessing these spaces, or if signage will address the assigned parking spaces The final master deed will specify all general and limited common elements, including responsibilities assigned to the association and those assigned to individual property owners within the condominium.

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

Staff Comments: Staff recommends all discrepancies between civil and architectural plan sets be corrected as a condition of any potential approval.

Planned Unit Development Application Requirements

§122-704

The submitted application meets the minimum application requirements.

Planned Unit Development Review Procedures

§122-705

Broadly, this is the Planned Unit Development process:

- 1) Pre-application conference. (Completed)
- 2) Planned Unit Development application submitted to Planning Department. (Completed)
- 3) Planning Commission review, public hearing, and recommendation to Council (**currently here**). Planning Commission has up to 90 days, from the date of the public hearing, to make a recommendation to City Council. **Note: May 15's meeting is 56 days from the date of the public hearing, which was held on March 20. This is the final regular meeting that can be held to review the PUD based on the 90-day timeline.**
- 4) City Council action: City Council must receive the Planning Commission's transmitted PUD action within 60 days. City Council may approve the PUD.
- 5) Effect of approval: PUD adoption is to be published and the Zoning Map is to be updated to reflect it.
- 6) Applicant record the approval and its records with the Register of Deeds.

Planned Unit Development Standards for Approval

§122-706

The Planning Commission and City Council must make their determinations based on the standards for site plan review (§122-311) and the following standards:

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

Staff Comments: These uses, and development form/design meets the intent of the Center zoning district. The project is being presented as mixed-use development, therefore staff would like to emphasize that it should remain that way into the future. The retail space should remain retail as indicated on the plans, **to maintain an active streetscape, provide amenities to support the increased Downtown residential, and ensure a diversity of uses, the Planning Commission may wish to condition that the retail space in Building #3 shall not be used as professional office. Furthermore, it should be clarified that any uses accessory to the multi-family apartment use (such as expanded apartment fitness center space, leasing office, apartment lounge, etc.) would result in the entire development being regarded as a single-use, constituting a major amendment to the PUD.**

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

Staff Comments: Staff believes the application provides recognizable benefits to the users of the site, especially the future residents. The outdoor rooftop community space provides a beneficial social and outdoor space for the residents; and the fitness center available for residents encourages year-round healthy lifestyles. Furthermore, the applicant aims to provide apartments, meeting a substantial community need for housing.

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

- (1) *The bulk, placement, architecture, and types of materials used in construction of proposed structures.*
- (2) *The location and screening of vehicular circulation and parking areas in relation to surrounding development.*
- (3) *The location and screening of outdoor storage, outdoor activity or work areas, and mechanical equipment in relation to surrounding development.*
- (4) *The hours of operation of the proposed uses.*
- (5) *Landscaping, preservation of historic features, and other site amenities.*

Staff Comments: Staff has some concern about the future viability of the Centennial Building granted it is currently owned by the applicant and part of this proposed PUD. It is important to note that if the Centennial Building were to be reused for residential, or a portion thereof, future parking reductions would need to be applied for. **Any use restrictions for the Centennial Building should be discussed with the Planning Commission prior to a recommendation to the City Council.**

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

- (1) *Estimated traffic to be generated by the proposed development.*
- (2) *Access to major thoroughfares.*
- (3) *Proximity and relation to intersections.*
- (4) *Adequacy of driver sight distances.*
- (5) *Location of and access to off-street parking.*
- (6) *Required vehicular turning movements.*
- (7) *Provisions for pedestrian traffic.*
- (8) *Access to loading and unloading areas.*

Staff Comments: The applicant has provided enough parking reduction strategies to minimize the auto-centricity of this development. The development generally favors pedestrian and non-motorized transportation (especially considering its access/proximity to the Transit Center across the street).

While not required in the Center zoning district, the restaurant use likely entails heavy loading/unloading processes, as will 60 residences, considering at-home deliveries and other services. The applicant states in their "narrative on loading" dated 5/3/24 that the on-site loading space proposed, at 23 by 20 feet, will be sufficient to continue to serve the restaurant. The site plan sheet also proposes an on-street loading space – because this is on the street, **City Council will need to approve this through a traffic control order. It should be noted that this on-street loading space cannot interfere with the proposed fire lanes on the street. Planning Commission may wish to discuss a loading space alternative with the applicant, in the event City Council does not eventually approve the on-street space.** A possibility could be restricting the regular parking spaces east of the Centennial Building for a certain time frame, such as day-time parking only, so that the spaces can provide more space for after-hours loading/unloading if necessary. The Planning Commission may wish to ask the applicant about their plan for loading/unloading to ensure that the proposed loading space(s) are accessible and appropriate for the various users of the site.

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

Staff Comments: The applicant has proposed a trash pickup plan that involves the removal of dumpster bins from Building 3, as well as the removal of dumpster bins from the enclosure abutting the Centennial Building. This will involve coordination with a specialized trash pickup service; the applicant has provided a letter from their contracted service provider, Runco Waste Industries, Inc. Building #3 will have four two-cubic-yard dumpster bins, with two used for waste and two for recyclables; Building #1 will have two four-cubic-yard dumpster bins, with one bin for recyclables and one bin for waste. It should be noted that Building #1 currently uses a single 8 cubic yard bin for waste alone, however, it is unclear if recycling services presently serve this building. The bins appear to be picked up by a front-load process. From the details on the applicant's "narrative on waste removal" dated 5/3/24, it appears that once-a-week pickup is proposed, but the applicant may move to twice a week pickup if necessary. **Planning Commission may wish to discuss the appropriate frequency of trash pickup with the applicant.** The applicant states in the narrative that the recycling pickup will take place in the same manner. The applicant submitted a contract from Runco, but the contract does not describe any services for recycling.

The applicant's narrative states that Runco currently services Buildings #1 and 2, but the contract did not address the dumpster bins located in the enclosure for Building #1. Since this site development entails a major shift from the existing, and there is not a trash staging area on the site, the applicant should provide information from their waste management service provider indicating that they will be responsible for rolling the two four cubic-yard bins out and back from the truck.

- f) *Compatibility with master plan and this chapter. The proposed development must be compatible with the adopted City master plan and with the spirit and intent of this chapter.*

Staff Comments: The Planning Department supports this development from a Master Plan perspective, as it meets the intent of the Center Framework designation, and mostly aligns with the following guiding values:

Safety Comes First. The addition of more residents downtown will help create natural surveillance of the downtown area, in alignment with the Master Plan's consideration that people should be able to see what is going on in public places from private places. However, this site contains no internal pedestrian pathways which is less than ideal, but there are not any public points of ingress/egress internal to the site.

Diversity is our strength. The applicant aims to offer new-construction studio and one-bedroom housing units that will enhance the variety and diversity of Ypsilanti's housing supply. Greater options for those seeking to live in Ypsilanti will enhance overall diversity and inclusivity.

Ypsilanti is sustainable. The development of housing downtown, near jobs, activities, and the transit center is a sustainable land-use concept. This moves the city towards a more environmentally-sustainable place with less auto-dependency. More new development in downtown can improve the financial viability in the city in future years. Further, the inclusion of a rooftop garden helps to provide stormwater management and reduce the heat-island effect from the rooftop.

Anyone, no matter what age or income, can find a place to call home in Ypsilanti. This development provides 60 much needed housing units downtown.

Easily walk, bike, drive or take transit from anywhere. With the extensive bicycle storage facilities and proximity to the transit center, this development widely encourages non-motorized transportation.

Ypsilanti is a great place to do business, especially the green and creative kind. Having a local workforce that can get to work, especially on foot without automobile dependency, is a positive addition for businesses within the city. Having more residents in the area, who turn into business patrons to shop and spend money is also a positive addition within the city.

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

Staff Comments: The proposed development does not appear to create unreasonable negative economic impact upon surrounding properties, assuming proper permissions and easements can be secured.

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

Staff Comments: The proposed development does not appear to conflict with such regulations.

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

Staff Comments: No phasing is proposed.

SITE PLAN: CRITERIA AND REVIEW

APPLICATION CONTENTS

§122-309

Each site plan submitted for review shall contain all information outlined in Section 122-309. The following additional information needs to be provided:

- Buildings, structures, and site improvements shall be located entirely within the site, except for work conducted within the right-of-way which is subject to City approval. Any proposed work requiring access to private property or private easement areas shall be accompanied by a written permission/agreement from the neighboring property/easement holder.
- Buildings, structures, and site improvements shall be consistently represented on all of the site plan sheets. Any discrepancies between architectural and civil plan sheets shall be corrected.

STANDING

§122-311(a)

The applicant is legally eligible to apply for a Planned Unit Development by the Planning Commission.

REQUIREMENTS

§122-311(b)

"The proposed site plan conforms with all the provisions and requirements, as well as the spirit and intent of this chapter and the Master Plan. The proposed development will meet all the regulations of the zoning district in which it is located."

Figure 7: Requirements

Red text indicates noncompliance; Highlighted text indicates PUD departure applied for applicant

ORDINANCE REFERENCE		REQUIRED		EXISTING CONDITIONS	PROPOSED
Center: §122-465 & 122-476	BUILDING TYPE	Determined by lot size		Building #1: CL (Commercial/ Mixed-Use: Large) Building #2: SC (Single Story Commercial Building) Building #3: CL (Commercial/ Mixed-Use: Large)	Building #1: CL (Commercial/ Mixed-Use: Large) Building #2: SC (Single Story Commercial Building) Building #3: CL (Commercial/ Mixed-Use: Large)
LOT REQUIREMENTS					
Several buildings of either one type or multiple types are permitted on one lot, provided that each building type is provided at least the minimum area required by building type, and other requirements of this chapter are met.		This lot is large enough to accommodate the CL Building Type and does not exceed the maximum lot width, depth, size, or coverage for the CL Building Type. Lot Size: 0.65 Acres (28,187 sq ft) Lot Width: 200 Ft Lot Depth: 140.25 Ft Lot Coverage: 59.1%			
BUILDING ENVELOPE AND HEIGHT					
NOTE: No changes proposed to Buildings #1 and #2. The following review comments apply to Building #3 only.					
Street Setback	Minimum: 0 ft Maximum: 15 Ft	Minimum: 0' Maximum:7'3"		Compliant	
Side Setback	Minimum: 0 ft Maximum: ---	Minimum: 0' Maximum: 0'		Compliant	
Rear Setback	Minimum: 10 ft Maximum: ---	Minimum: 10 Ft		Compliant	
First Floor Height	Minimum: 12 ft Maximum: 20 ft	12' 8"		Compliant.	
Building Height	Minimum: 2 stories Maximum: 8 Stories	6 Stories		Compliant	
Frontage Buildout	Minimum: 90% Maximum: 100%	Frontage: 138.5'/200'= 69%		Noncompliant ¹ See departure list in Figure 6.	
Private Frontage	Commercial Required	Distance between openings: Maximum of 2 Feet	6'8"	Noncompliant. See departure list.	
		Door Recess: Maximum of 5 Ft	~3'5" at largest recess	Compliant.	

Ground Floor Transparency: Minimum of 60%	Façade: 12'8" * 69' = 874 SF <i>See note regarding first floor height.</i> Windows: 374 SF Transparency: 43%	Noncompliant. See departure list.
Height to Bottom of a window: Maximum 2.5 Ft	2"	Compliant

¹ The noncompliant frontage is due to the existing footprint of Building #1. However, since this site is reviewed as a single zoning lot, the frontage requirement must be met for both buildings along the entire length of N. Washington Street.

PARKING PROVISIONS

Location	Side or rear yards	Parking for all three buildings is located in either a rear or side yard.	Compliant
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Items to be addressed:
None.

BUILDING LOCATION AND SITE ARRANGEMENT

§122-311(c)

"All elements of the site plan shall be harmoniously and efficiently organized in relation to the character of the proposed use, the size and type of lot, the size and type of buildings, and the character of the adjoining property. The site shall be so developed as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this chapter."

It should be noted that the northern curb cut on N. Washington Street is presently used as access by the adjacent property (148 N. Washington Street). Closure of this curb cut will result in the reconfiguration of the adjacent property, eliminating the maneuvering lane that presently serves approx. 12 parking spaces and deferring to a smaller/graveled driveway for access. A public comment provided by the neighboring property owner's attorney at the March 20 meeting announced that litigation between the applicant and adjacent property owner is underway to clarify property interests in the maneuvering lane and curb cut. The Planning Commission should condition final approval of these plans upon a finding by the courts that the applicant is guaranteed all development rights of this portion of the site.

Figure 8: General Site Standards

ORDINANCE REFERENCE	REQUIRED	Proposed	Comments
§122-607 Building entrances	No principal building can be placed on a lot unless the building is situated in such a manner that the front entry into the building faces the street to which the property is addressed.	Building #2 meets this condition. Building #1 meets this condition. Building #3 proposes an entrance facing the street frontage. No changes to Buildings #1 and #2.	Compliant

§122-607	Existing easements	Building over easement requires authorization from easement holder.	The applicant has proposed a driveway which encroaches on the adjacent property to the east. Although there is a shared easement for ingress/egress, it does not grant the applicant construction rights. The applicant has proposed a mural on the northern wall, requiring access to the adjacent property owner for application.	Applicant shall provide an updated agreement from the shared easement holder prior to final plan approval. The proposed mural shall only be permitted with consent by the neighboring property owner for site access. Building is constructed as a zero lot-line development. Building wall/maintenance permissions should be granted by the abutting northern and eastern property owners. Additionally, Fire Department has stated the applicant shall obtain permission from the neighboring properties (to the north and east) for hoselay operations; this permission should be in the form of easements.
§122-609	Site Lighting	• Levels shall not be >0.5 fc at lot line • Levels shall not be < 0.3 fc anywhere where lighting required – parking/loading, building entrances/exits used during night-time. • Levels shall average > 0.5 fc across entire area where lighting required. • Fixtures shall not be >30' in height • Must be full cutoff fixtures	Photometric ordinance standards appear to be met.	Compliant – however one fixture appears to project into the public right-of-way at head level. The applicant should consider moving the fixture to the recessed portion of the façade.

Items to be addressed:

- A public comment provided by the neighboring property owner's attorney at the March 20 meeting announced that litigation between the applicant and adjacent property owner is underway to clarify property interests in the maneuvering lane and curb cut; confirmation that the applicant can develop the property according to the plan is required.
- Applicant shall provide an updated agreement from the shared easement holder for the construction within the shared easement prior to final plan approval.
- The proposed mural shall only be permitted with consent by the neighboring property owner for site access.

- Applicant shall secure permissions with neighbors to the north and east for maintenance access to the exterior of the building, in a manner acceptable by the City Attorney.
- Applicant shall obtain easements for fire hoselays.

SITE ACCESS, TRAFFIC, AND PARKING

§122-311(d)

"With respect to vehicular and pedestrian circulation on the site, including walkways, interior drives, and parking; circulation shall to the extent possible create potential cross-and joint-access to adjacent parcels and the existing block layout. Special attention shall be given to the location, number and spacing of ingress and egress points; general interior circulation including turnaround areas; adequate provisions for delivery of services (trash removal, school buses, mail and parcel delivery); separation of pedestrian and vehicular traffic; avoidance of building corners next to access drives; identification of addresses; storage of plowed snow; and arrangement of parking areas that are safe and convenient, and insofar as practicable, do not detract from the design of the proposed buildings and structures, neighboring properties, pedestrian and bicyclist safety, access to transit and flow of traffic on adjacent streets. All buildings or groups of buildings shall be so arranged as to permit adequate access by emergency vehicles as required by the city building code."

Figure 9: Site access, traffic, and parking

REFERENCE	REQUIRED	Proposed	Comments
§122-671 Public Service Areas	Site shall provide adequate access for fire, police, sanitation, and public works vehicles.	Tight maneuvering through site but turning templates are provided which show a 34' long by 8' 6" wide garbage truck accessing the interior of the site. Fire protection plan describes removal of on-street parking. Fire Department, City Engineer, and DPS approval needed.	Fire Department, City Engineer, and DPS approval needed. Fire Department provided comments on the PUD site plan, stating permissions must be obtained to allow for hoselay operations on neighboring properties. Fire Department also noted the fire truck should be displayed as 8.5' wide and 47' long on plans. Any changes to right-of-way parking or bus lanes must be approved by City Council.
§122-672 Sidewalks	Sidewalks shall be provided along front of site.	Sidewalks existing and proposed.	Compliant
§122-673 Direct Access to Major Thoroughfare	Can't traverse through or abut R1, MD, CN-SF, CN-Mid, and CN	Site only abuts C zoning	Compliant
§122-674 Street Frontage	Street frontage must meet minimum lot width; or shall have an exclusive unobstructed private easement of at least 50 feet wide linking to a street.	Meets minimum lot width	Compliant
§122-675 Traffic visibility	At driveway intersection: within a 10'x10' triangle formed by the street ROW line and the edge of the driveway. At street intersection: within a 25' x 25' triangle formed by the street ROW line and the intersection of street. Shrubs, plantings, and low walls less than 30" in height are allowed in such triangles.	Building #3 is built right up to the intersection of service driveway and street ROW line. Although this is a one-way street, the building will visually obstruct those backing out.	Noncompliant. See list of departures.

§122-683	PARKING Ingress & Egress	Ingress and egress to parking shall be provided by clearly defined and limited drives being a minimum of 20 feet wide for two-way traffic or 10 feet wide for one-way traffic.	One-way ingress, egress traffic proposed on site; curb-cuts are 13' feet in width at their narrowest point.	Compliant
		No more than one curb cut on lots 100 wide or less.	Lot is greater than 100 feet width.	Compliant
		Ingress and egress can't cross P, R1, or CN-SF land.	Ingress & egress only cross C land.	Compliant
		Parking lot driveways shall reduce vehicle headlights shining on residences.	Minimal light shining based on traffic direction.	Compliant
		Where possible, curb cuts shall be located across from existing curb cuts on opposite side of street, or shall be offset by at least 25'.	Curb cut on Washington is at least 25' offset from other curb cuts across the street and at least 50' from Washington and Pearl intersection.	Compliant
		No curb cut for a parking lot can be closer than 50 feet to an intersection; Planning Commission can waive it to up to 20 feet from intersection.	New curb cuts are at least 50' from intersection.	Compliant

Access	5' walkway from parking lot to parks, commercial, transit, walkways, institutions; raised/marked crosswalks within parking lot	Building #3 can be accessed via sidewalk. Stair #2 must remain emergency egress only, with an alarm that ensures it is not used for standard egress.	Compliant
	Maneuvering or backing out of vehicles onto a street/walkway is prohibited	Vehicle turning template shows standard vehicle (Ford Escape SUV) will not cross property line when backing out from the westernmost parking space north of Building #1.	Compliant – however staff recommends the westernmost parking space north of Building #1 be a compact car space to further reduce chances of pedestrian to vehicle conflicts.
Maneuvering Drives	Minimum driveway width of 10'. Where a turning radius is necessary, it shall be an arc that allows unobstructed vehicle flow.	Compliant	Compliant – however it should also be noted that the egress drive crosses over the lot line, as well as portion of the curb for the drive aisle running along the eastern lot line. See comments regarding easements and encroachments.
Surfacing	Durable bonded material in accordance with accepted engineering standards, or alternative surfacing materials to minimize impervious surface and stormwater runoff.	Defer to the engineering review for comments on pavement surface materials.	
Drainage	Graded and drained to public storm sewers or alternate. No surface water shall be permitted to drain onto adjoining properties. No surface water drainage from an off-street parking lot shall be permitted to drain across a public sidewalk.	Defer to the engineering review for comments on grading and drainage.	

Setback from Adjacent Lot	Parking areas are required to be 10' from any adjacent lot.	The parking lot under Building #3 and projecting out from under the building directly abuts the adjacent lot, within 10' of the eastern lot line. Planning Commission can waive this requirement with a finding that the lot shares a common access and common parking with the adjoining lot, or that stormwater, landscaping, and other similar concerns have been adequately addressed with other methods.	Noncompliant - waiver recommended. Staff recommends Planning Commission waive this 10' setback requirement after confirmation with the applicant that stormwater is adequately managed and that the landscape wall is at least 3' tall.
Striping	For parking lots containing five or more spaces, all spaces shall be outlined with three-inch wide strips of white or yellow paint, except that barrier-free spaces shall be blue, with a symbol of compliance in blue, and signed in accordance with the State Barrier-Free Code.	The location of proposed striping indicated on plans.	Compliant
Wheel Stops	For parking lots containing five or more spaces or accessory to commercial uses, wheel stops or curbing shall be provided for all parking spaces to prevent any vehicle from projecting beyond the parking lot area, bumping any wall or fence, or encroaching upon any landscaping.	Wheel stops provided.	Compliant

	Lighting (Parking)	With the exception of multiple-family dwellings on individual lots containing no more than four units, parking and loading facilities utilized during night-time hours shall be artificially illuminated. All such outdoor lighting shall meet the requirements of §122-609.	Photometric plan provided; provides three pole lights and numerous sconce lights attached to Building #3. Note on lighting plan confirms indoor parking will be appropriately lit to building code.	Compliant
§122-684	Screening & Landscaping (internal)	1 tree per 8 spaces	9 surface parking spaces= 2 internal lot trees	Compliant
		1 landscape island for each 16 spaces	<16 spaces in surface lot, but landscape islands provided.	Compliant
		Islands w trees: 9' wide min and 160' sf Islands w 5' min walkway: 11' wide min Islands: curbed or used for stormwater	Curbing provided to protect landscaping.	Compliant
		All aisle-ends & corners protected with curbed island	Aisle-ends provided at the eastern and western ends of the four angled parking spaces to the north of the Centennial Building. Additionally, the aisle-end of the 90° parking area east of the Centennial Building is not bounded by landscaped islands. To the south, there are existing steps and Building #2. To the north, there is a loading area.	Noncompliant, see list of departures.

	3' between curb and planting (5' if vehicle overhang)	No curbing provided and a 3' setback from the backside of the curb any tree or shrub plantings is maintained from.	Compliant
Screening & Landscaping (perimeter)	3'-4' screen 80% opacity where visible from ROW	36" tall hicks yew shrub provided along the side of the angled parking strip visible from ROW.	Compliant
	Landscaped areas, walls, structures, walks shall be protected by curbing or wheel stops, as well as a distance of at least 3 feet.	Some interior parking garage spaces do not give at least 3' from the wheel stop edge to the exterior or perimeter wall. This distance is as small as 2' in the lower level parking.	Noncompliant, see list of departures.

§122-685 PARKING Dimensions	• Spaces shall be 9'x18' minimum, can be shrunk to 16' long if curb can provide 2' overhang; width shall be increased by 1' if abutting a wall • For 90 degree parking: total of one tier is no less than 40', total of two tiers is no less than 62' • May have 20% small car (8'x16', signed) • May have 10% motorcycle (5x8', signed)	All regular spaces comply with the dimensional requirement for 9' by 18' spaces, however not all spaces add an extra foot in width when abutting a wall (including structural support columns). 90° Parking spaces proposed inside building and outside building, however 58' of total width of two tiers of parking is provided in the basement of the interior parking garage, and 60' of total width in the ground floor of the interior garage. Only 10 total parking spaces are required, therefore as long as 8 regular parking spaces are provided there is no limit on the number of compact spaces that can be permitted. (see reductions below)	Noncompliant, see list of departures. Staff recommends this parking space in the northeast corner of the basement floor be made into a compact space to ensure better circulation. Noncompliant, see list of departures. Compliant. Compact car spaces are limited to 20% of the required spaces, however any excess parking above the required eight regular spaces may be compact spaces. 21 regular spaces and 8 compact spaces provided.
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		For 45° Parking • 9'x18' minimum, can be reduced for compact cars • Total of one tier is no less than 36'. • May have 20% small car (8'x16', signed) • May have 10% motorcycle (5x8', signed)	Total of one tier of 45° parking and maneuvering aisle is 33'	Noncompliant, see list of departures.
§122-695	OFF-STREET LOADING	Commercial: 20,000 to 49,999 SF- 2 10'x50' loading spaces required	28,612 SF of commercial space. (27,162 SF existing, 1,450 SF proposed) A small loading area was provided east of the Centennial Building. No loading is required in the Center District.	Compliant
§122-686	BARRIER FREE	Barrier free parking spaces must be provided in accordance with the state barrier free design requirements.	Proposed 2 spaces, one behind Building #1 and one in the garage of Building #3.	Compliant
§122-691	Parking Spaces Required	Upper-story residential units in C, HC, NC, GC, and HHS: 1 for each dwelling unit Retail: Waived in Center Restaurant: Waived in Center Professional Office: Waived in Center	Total required before reductions: 60 Total provided: 29 total, including 17 standard spaces, 8 compact car spaces, 2 EV spaces, and 2 barrier-free spaces.	Compliant See parking reductions under §122-692 – result in 10 parking spaces required.

§122-693	Bicycle spaces	1 per 5 motor spaces, minimum of 2 = minimum of 6 bicycle spaces required.	Bike spaces required: 6 Bike spaces provided: 27 indoor spaces and 6 additional "public" spaces	Compliant
§122-692	Parking discounts	Transit	20% reduction	10 space reduction if no traffic study, 12 space reduction if applicant provides traffic study
		Car Sharing and Carpooling Spaces	None provided.	No parking reductions.
		EV Charging	2 space reduction for every 1 EV charging space. 2 EV charging spaces provided.	4 space reduction
		Bicycle	1 space per 4 covered, secure bicycle spaces. 27 covered bicycle spaces provided.	6 Space reduction
		PC discretion, special circumstances not listed above	Up to 20% waiver	Up to 12 space reduction may be granted by PC with finding that there is a special circumstance. Staff does not recommend this reduction.
		Walkable Urban Districts	Up to 50% waiver	30 space reduction
		Total Reductions		50 space reduction (plus up to 2 additional if traffic study is provided, plus additional 12 discretionary spaces)

Items to be addressed:

- Portions of the egress drive and adjacent curbing crosses over lot lines; easement for construction shall be secured with neighboring property.
- Permissions in the form of easements must be obtained to allow for hoselay operations on neighboring properties.
- Fire truck should be displayed as 8.5' wide and 47' long on plans.
- City Engineer approval for truck turning and driveway width shall be required.
- The parking space in the northeast corner of the basement floor shall be made into a compact space to ensure better circulation.
- Westernmost parking space north of the Centennial Building shall be a compact car space to further reduce chances of pedestrian to vehicle conflicts.
- Staff recommends Planning Commission waive this 10' setback requirement of §122-683(h) after confirmation with the applicant that stormwater is adequately managed and that the landscape wall is at least 3' tall.

ENGINEERING & STORMWATER

§122-311(f), §122-311(g)

(6) Adequate services and utilities including sanitary sewers shall be available or provided, with sufficient capacity to properly serve the development. Appropriate measures will be taken to ensure that site drainage will not adversely affect adjoining properties or the capacity of the public storm drainage system, or nearby bodies of water. Provisions shall be made to accommodate stormwater and prevent soil erosion. All stormwater management facilities, including but not limited to storm sewers and detention/retention facilities, shall be designed in accordance with the "Rules of the Washtenaw County Water Resources Commissioner," together with any special provisions established by the city.

(7) Natural resources will be protected to the maximum feasible extent. The proposed development will not cause soil erosion or sedimentation problems, and will respect floodways or floodplains on or in the vicinity of the subject property.

See comments from the City's engineer regarding engineering and stormwater.

SCREENING §122-311(h)

"The site plan shall provide reasonable visual and sound privacy for all dwelling units on or adjacent to the property. Fences, walks, barriers, and landscaping shall be used, as appropriate, for protection and enhancement of the property. All outdoor storage of materials, loading and unloading areas, and refuse containers shall be screened or located so as not to be a nuisance. Outdoor lighting shall be shielded so as to not adversely affect neighboring properties or traffic on adjacent streets."

Figure 10: Existing Unscreened Trash Receptacle



Figure 11: Screening

ORDINANCE REFERENCE		REQUIRED	PROPOSED	COMMENTS
122-608	Trash Receptacles and Dumpsters	All trash storage areas must be on a paved pad, and must be screened with an enclosure at least one (1) foot taller than the dumpster. Adequate trash truck pickup shall be provided. Where a dumpster is the primary means of collecting refuse, the trash storage area must be on a concrete pad, and screened with an enclosure at least six feet in height. The enclosure must be of a solid brick or masonry wall on three sides with an 80% opacity wooden swing door on the fourth side.	The plans include a waste enclosure in the rear of Building #1 to replace the dumpster presently serving Building #1. The orientation of this dumpster is facing in a manner that requires dumpster bins to be wheeled out of the enclosure to the truck. The applicant submitted a contract for waste management services which does not include the bins serving Building #1. For Building #3, the applicant has proposed a trash room that is inaccessible by a garbage hauler, but rolling dumpster bins will be brought out from the trash room by the waste management service. A trash compactor will be used to reduce bin sizes and pickup needs. The applicant provided a narrative that explains how the dumpster bins will be rolled out by the garbage hauler, then the garbage hauler will load them in a front-load manner. The applicant provided calculations for the waste management needs of the site.	Information on waste management services for Building #1 (enclosure bins) should be provided. The architectural site plan and waste removal plan (Sheets A001 and A002) show a concrete dumpster enclosure pad for Building #1, complying with the ordinance, however this should be corrected and shown on the civil plans.
§122-631	Landscape plan	Includes planting locations and details for each plant type Includes locations and details for all trees to remain on site Planting details Identification of landscape maintenance program	The plans include the locations trees and plant chart. Street tree details and planting bed details provided. Irrigation for right-of-way plantings will be done by existing hose bib.	Compliant

ORDINANCE REFERENCE	REQUIRED	PROPOSED	COMMENTS
§122-634 Screening of Conflicting Uses	Screening of consisting of a wall, fence, or landscape buffer of at least 6' in height shall be provided when a non-residential use abuts a property where a residential use occupies the first floor of the principal structure, however 122-641(a) subsequently waives this requirement when the building wall provides the screening itself, immediately adjacent to the adjoining lot line.	First floor of proposed Building #3 is adequately sited in a manner that meets the automatic waiver in 122-641(a).	Permissions must be secured with adjacent (northern) property owner to allow for wall/building maintenance access. Although not facing residential, additional permissions should also be acquired for the eastern perimeter of Building #3.
§122-636 Street Trees	1 tree per 30' of lineal frontage, centered between sidewalk and back of curb: Washington St: 201ft = 7 trees Pearl St: 140.15 ft = 5 trees	Washington St: 5 new trees plus 1 existing and 1 replacement equals 7 total trees. (Note on landscape plan should be corrected to note 2 existing with one being replaced) Pearl St: 1 new tree plus 3 existing equals 4 total trees. All tree species must be reviewed and approved by the Department of Public Services (DPS).	Compliant Noncompliant. Applicant may provide fee-in-lieu.
§122-638 Site Landscaping	10% of total site shall be landscaped	5.8%	Noncompliant. Waiver can be applied for per 122-641(c). PC can grant waiver if it meets findings. Applicant provided an argument for this waiver in their narrative.

ORDINANCE REFERENCE	REQUIRED	PROPOSED	COMMENTS
§122-640 Screening of electrical equipment	Utility equipment must be mounted on the side of a building wherever possible, and must be located where it is substantially screened from public view.	An unscreened electric box is proposed in the ROW – however that is DPS’s jurisdiction	Compliant

ORDINANCE REFERENCE	REQUIRED	PROPOSED	COMMENTS
§122-641 Modifications or Exceptions to Requirements	PC may grant waivers, upon a finding that: 1. That the topographic features or special characteristics of the site create conditions so that the strict application of the provisions of this Section will result in less effective screening and landscaping than alternative landscape designs; or 2. That the public benefit intended to be secured by this Section will exist with less than the required landscaping or screening; or 3. The historic district designation on the property precludes the ability to require any or all of the landscape requirements.	Sections 122-631 to 122-640 included many compliance issues including street trees, site landscaping. Screening of electrical equipment is not feasible in the ROW. This may be waived.	PC review required

Items to be addressed:

- Information on waste management services for Building #1 (enclosure bins) should be provided.
- Discrepancies between the architectural and civil plans regarding the concrete dumpster pad should be corrected.

- Permissions must be secured with adjacent (northern) property owner to allow for wall/building maintenance access. Although not facing residential, additional permissions should also be acquired for the eastern perimeter of Building #3.
- Street trees along Pearl Street do not meet the required number of street trees. The applicant may submit a fee-in-lieu to mitigate this planting requirement.
- The Planning Commission may review and consider a waiver for the site landscaping. The requirement is 10% landscaped area and the plans include 5.8% landscaped area.

OTHER DEPARTMENT AND AGENCY APPROVALS

§122-311(j)

"Site plans shall conform to all applicable requirements of state and federal statutes, including health and pollution laws, fire or explosion hazards, toxic and hazardous materials, and barrier-free requirements. Site plan approval may be conditioned on the applicant receiving necessary county, state, or federal permits before a local building permit or occupancy permit is granted."

HISTORIC DISTRICT

Applicant to obtain HDC approval for any work on the exterior of the building(s) and permanent site elements.

DEPARTMENT OF PUBLIC SERVICES

The applicant is responsible for obtaining permits from the Department of Public Services before beginning work on any portion of the City right-of-way, including street tree plantings.

FIRE DEPARTMENT

The applicant is responsible for ensuring fire code compliance. The Fire Department has provided a letter and follow-up correspondence to City staff. During development, the applicant will need to coordinate with the Fire Department on testing the hydrant flow in order to see if a new pump will be needed for the building. The Fire Department and Department of Public Services will likely be in coordination with the applicant regarding the fire lanes, potential on-street loading space, and any removals of parking spaces.

CITY COUNCIL

Any changes to the street and traffic controls shall be reviewed and approved by City Council.

MASTER PLAN CONSIDERATIONS

§122-311(k)

"An objective of site plan review shall be to protect and promote public health, safety, sustainability and general welfare. It is also the intent of site plan review to improve the quality of existing developments as they are expanded, contracted, or redeveloped in keeping with sound site development standards of this chapter and city master plan."

See the Planned Unit Development Standards for Approval section of this review which discusses Master Plan compliance.

SAMPLE DENIAL MOTION: SITE CONDOMINIUM

Motion to recommend City Council **deny** the site condominium for 124 and 120 Pearl Street, with parcel IDs as noted in the staff report with the following findings:

- The site condominium ordinance sections 122-711 and 122-712 requires review of a project of this nature to follow the Planned Unit Development section's requirements; this application as presented does not meet the PUD standards including but not limited to necessary easements to access and construct upon all necessary portions of the site required for this development to be constructed and maintained.

SAMPLE APPROVAL MOTION: SITE CONDOMINIUM

Motion to recommend City Council **approve** the site condominium for 124 and 120 Pearl Street, with parcel IDs as noted in the staff report, with the following findings and conditions:

Findings:

The application and site plans meet the standards of §122-710, 122-711, 122-712, 122-714, and 122-715.

Conditions:

- The applicant shall work with City staff to provide satisfactory Master Deed and Exhibit B documents consistent with this site condominium layout and PUD application as presented.
- No use or occupancy restrictions may be placed upon the development beyond any already regulated under the requirements of the City of Ypsilanti Zoning Ordinance or as required as a condition of the approval of the Planned Unit Development by the Planning Commission or City Council.
- The site condominium comply with the state Condominium Act, Act 59 of 1978.

SAMPLE DENIAL MOTION: PLANNED UNIT DEVELOPMENT

Motion to recommend City Council **deny** the planned unit development for 124 and 120 Pearl Street, with parcel IDs as noted in the staff report with the following findings:

- (Optional) The PUD departures do not, as a whole, create a higher quality development for the City. Departures that do not contribute to a higher quality development include _____.
- (Optional) Waste Management plan is insufficient for the site due to its dependence on a specific contract and insufficient room for staging of bins, requiring the garbage hauler to load and unload all waste and recyclables.
- (Optional) The site lacks adequate pedestrian circulation within internal drives and parking areas.
- The applicant has not provided a notarized affidavit or easement from the adjacent property to the north for wall/building maintenance or fire hoselay. The applicant has not received permission to access the adjacent property to the north for mural application.
- The applicant has not provided a notarized affidavit or easement from the adjacent property owner to the east for wall/building maintenance, fire hoselay, or driveway encroachment.

SAMPLE APPROVAL MOTION: PLANNED UNIT DEVELOPMENT

Motion to recommend City Council **approve** the planned unit development for 124 and 120 Pearl Street, with parcel IDs as noted in the staff report, with the following findings, waivers, and conditions:

Findings:

1. The application, site plan, and land uses comply with §122-311, 122-702, 122-706, 122-710, 122-711, 122-712, 122-714, and 122-715.

Planning Commission approves the departures listed in Figure 6 of this report.

Waivers:

1. The 10 feet parking lot setback along the eastern lot line be waived per Section 122-683(h) as the applicant is proposing stormwater management techniques and a minimum 3 feet tall landscape wall is provided.
2. The 10% site landscaping area requirement be waived per Section 122-641(c) as the [insert finding PC finds it to meet]

Conditions:

1. All conditions of the site condominium approval shall be satisfied.
2. The applicant obtain Department of Public Services approval any right-of-way work as proposed by the project, including the proposed watering bib for street trees.
3. The applicant obtain City Council approval for on-street fire lanes and on-street loading space, including the removal of parking spaces.
4. The applicant shall obtain Fire Department approval of the site plans.
5. The applicant shall obtain City Engineer approval of the site plans during detailed engineering review.
6. No accessory use to the residential apartments may occupy the ground floor retail space.
7. All discrepancies between civil and architectural plan sheets must be corrected, particularly showing the concrete dumpster enclosure on both plan sets.
8. Applicant shall provide an updated agreement from the shared easement holder to the east for construction within the shared easement prior to final plan approval.
9. The proposed mural shall only be permitted with consent by the neighboring property owner for site access.
10. Applicant shall secure permissions with neighbors to the north and east for maintenance access to the exterior of the building, in a manner acceptable by the City Attorney.
11. Applicant shall obtain easements for fire hoselays on adjacent property.
12. Firetruck shall be displayed as 8.5' wide and 47' long on plans.
13. The westernmost parking space north of building #1 shall be a compact car space to further reduce chances of pedestrian to vehicle conflict.
14. The parking space in the northeast corner of the basement floor of building #3 shall be a compact car space to enhance circulation.
15. Additional mirrors shall be provided at all vehicle turns to improve sight lines.
16. Lighting fixture projecting into the right-of-way shall be recessed within subject property.
17. Fee-in-lieu shall be provided for one required street tree.
18. Surface parking spaces allocated to Buildings #1 and #2 shall be signed as restricted parking.
19. Additional information on the waste management services for Building #1 and recycling services.
20. If refuse pickup is determined to be insufficient, by multiple code violations within 365 days or by documented traffic backups on the public streets during the garbage pickup process, the City Planner may require increased pickup frequency to ensure proper waste management.
21. Civil case "Maurer, Karen et al vs 124 Peace Plaza LLC, et al" be resolved with a finding that the applicant has unified control and development rights to the entire property per Section 122-702(a).

Joshua Burns
City Planner, City of Ypsilanti

Julia Upfal, AICP, Senior Planner
Andy Aamodt, Senior Planner
Giffels Webster

CC File
 Applicant

Dear Mr. Burns,

My name is [REDACTED] and I am one of the many musicians who play at the Ypsi Alehouse. The Alehouse is an important Ypsilanti institution with its great food and support for music made by local musicians, including students. I know that my performances have brought many, diverse people (including members of the Bulgarian community in Detroit!) to Ypsilanti which they might not have otherwise visited.

I am writing concerning the proposal by 124 Peace Plaza LLC to build an affordable house complex on the parking lot adjacent to the Alehouse. While I fully support efforts to provide affordable housing, I am concerned how this might impact the Alehouse and other businesses in the area if adequate parking is not also provided for patrons. Please take this into account when considering the proposal. I would attend the upcoming Planning Commission meeting, but I am currently out of town.

Please support the Ypsi Alehouse!

Best,

[REDACTED]

Mr. Burns:

I understand that the Planning Commission of the Ypsilanti City Council will meet soon to consider an affordable housing complex/mixed use building being proposed for what is currently the parking lot for the Ypsi Alehouse and a nearby residential building.

I urge the Commission to make decisions that will enable the Ypsi Alehouse to stay in business. Affordable housing *is* important. So is having a vital gathering place for the community - one that has established an extremely loyal customer base and offers a range of live entertainment.

I've been to the Ypsi Alehouse many times. It is a lively, welcoming establishment that has brought energy to the area. The sweet potato fries are very good, too! People can hear talented local musicians play music in many different genres as they dine, enjoy excellent craft beer and spend time with their friends. People who check the Alehouse out once tend to go back again and again.

Parking near the Alehouse is already scarce. Making that parking lot unavailable for any length of time could cause a serious loss of business and force the Alehouse to permanently close its doors.

Please respect both the effort that has gone into establishing the Alehouse and the customers who appreciate it when you and the other decision-makers gather.

Thank you,

[REDACTED]

On behalf of the Ypsi Ale House, I petition that the proposed affordable housing be located somewhere besides our parking lot. There are many vacant buildings near downtown and busses that would be better options.

[REDACTED]

Mr. Burns,

It is my understanding that there are several building and improvement projects being proposed for the area around the Ypsilanti Alehouse, located at the corner of Washington and Pearl. While I am in full agreement that the downtown Ypsilanti area is in need of development and update, I am concerned that some of the proposed projects may negatively affect the Alehouse, an established business that is a thriving anchor for the area. The Alehouse serves the community very well with its warm and friendly environment, excellent food and libation, and variety of entertainment. The owners of this business have always welcomed a diverse clientele and support many local artists and community efforts that draw people into the downtown Ypsilanti area from all over Washtenaw County and beyond.

I hope that the city council will make the support of such a mainstay of the community paramount when making decisions about future plans and construction in the surrounding area.

Thank you for your time and attention.

Best regards,

[REDACTED]

Dear Mr. Burns,

My name is [REDACTED] I am a musician and perform regularly at the Ypsi Alehouse. I received a email detailing the sale of the property and the lease as it pertains to the Alehouse.

I can only ask for discretion and careful debate concerning the plans with the property. The Alehouse has an important role not only in sustaining a healthy live music environment of

seasoned musicians, personally I believe more importantly an environment to develop the next generation of musicians. As well as an employer in the downtown area.

Due consideration to the effects of progress on an established business is necessary, and I'm happy a hearing is scheduled for Wednesday. Unfortunately my work schedule doesn't allow me to attend in person. I ask for exceptional consideration for the Alehouse in this process, consideration the keeps the Alehouse from suffering unduly.

Thank you

[REDACTED]

Dear Josh,

As head brewer and part owner of the Ypsi Alehouse, I plan to attend Wednesday's City Council meeting. If it's possible, I'd like to be allotted a couple of minutes to speak to the proposed affordable housing project. Attached are a few comments I'd like to make.

Thank you!

[REDACTED]

Dear friends,

The historic Huron Hotel building in which our Ypsi Alehouse is established has recently been sold to 124 Peace Plaza LLC. The new owners have received a sizable \$\$\$ State of Michigan grant and propose to build a 6-story affordable housing complex with 60 residential units and a retail mixed-use ground floor in what is now our parking lot. The lot currently provides free parking for approximately 29 business/commercial tenants on the top five floors of the building, and for Ypsi Alehouse staff and guests. It is often hard to find a parking space from 9-5PM on weekdays. Reported plans are to build a (subterranean?) parking structure in the lot across Washington St. from the Alehouse for tenants, staff and customers. I'm not sure how long that would take...Our brewery needs docking access in the rear for semi-trucks to unload pallets of grain and for our drivers to load up beer kegs for deliveries.

On Feb. 21 at 7 pm the Planning Commission of the Ypsilanti City Council will meet at 1 S. Huron to hear a presentation, hold a public hearing, and possibly make a recommendation regarding a site condominium subdivision of the property. Planning commission agendas and packets are available at cityofypsilanti.com/agendacenter.

Written comments may be submitted before 4PM Feb. 21. Email to jburns@cityofypsilanti.com. For further information contact Josh Burns 734-483-9646.

Affordable housing is certainly of great concern in Ypsilanti. But is our parking lot the best place for it? Such a project, if not properly planned and implemented, could put us out of business.

When we leased our space in early 2015 the Alehouse received a generous matching grant from the Downtown Development Authority to help renovate the historic hotel. Our bar and main areas hadn't been open for business since 2003. We uncovered and polished the 100-year-old marble and tile floors that hadn't been seen in over 30 years, had asbestos abatement performed by licensed experts at considerable cost, and installed new kitchen and brewing equipment.

The Ypsi Alehouse is now a vital downtown business. We feature live music 6 nights a week (more than anyone else in town), 16 international medal-winning beers (more than anyone else in town) and a top-rate kitchen for dine-in and take-out delivery. Many of our Alehouse family serving and preparing the food and beer have been with us for years.

We also collaborate with Washtenaw Community College professors to provide a space for student musicians to perform regularly, and with the Eastern Michigan University Fermentation Sciences program to train students and develop and brew new recipes. As downtown's largest event space, we host many parties and events such as UnclubComedy Night (training and development of comics by professionals), Trivia Nights, Open Mic and Songwriters' Nights for musicians, Alpha religious training seminars, dart leagues, wedding parties, and even sporting events.

I feel the Alehouse is a vital pulse in the middle of a struggling downtown. If you agree, please attend the upcoming meeting if you can. If you can't be there, please email your comments to the city council or to me [REDACTED] and I will relay them to the council. Thanks for your support!

Cheers!

[REDACTED]

Josh, would you please forward this to the Planning Commission? Thanks!



“This is concerning the sale of the Huron Hotel Building and proposed plan for the building and surrounding space.

Ypsilanti is a community between Wayne and Ann Arbor. It could go the way of either, depending on the decisions of the city. It is difficult for a city that is struggling to keep its vibrancy to turn down opportunities for new commerce and accompanying tax revenue. It is easy for a city to fear the loss of a deal that could potentially be a financial gain. Often it is accompanied by decisions for the immediate need rather than the long term. Agreements are made with hopes of improvements and advantages for both sides. However, it can go badly when the agreements are not adhered to, the time schedules can't be met, the material costs go beyond the budget. Then the effect can be to tear down what is left of a city.

For example, in the 1960s Wayne Michigan had a nice downtown along Michigan Avenue, with historic buildings and stores on the back streets and alleys. Then malls became desirable. Sears agreed to bring one of their stores to downtown Wayne, with support for a mall. Wayne closed many of the businesses and tore down the buildings. Sears never came. But the banks did. Now what was a homey downtown area is now a strip of drive through banks, and most recently a McDonalds. The Mc Donalds is on the most desirable corner of Michigan Avenue and Wayne Road, the pinnacle of land for making future changes to a more desirable town. Wayne has become a hopeless city.

Another example is the Eloise building recently sold on Michigan Avenue in Westland. The newspaper reported the building was sold for \$1 because the many private rooms would be converted for homeless people. Within a year of that sale the building was converted to a ghost hunting business site, a haunted house and an Escape Room. There is not, and never was, any intention of making it a place for the homeless. It is not benefiting the city of Westland with a long-term revenue source nor an improvement to its reputation and desirability.

As for the Huron Hotel and the Ypsilant Alehouse, it could easily go the same way. There are many potential sites that can be used for a homeless facility that don't require closing down and probably tearing down a piece of the character of the city. It is not being suggested to reject all plans of 124 Peace Plaza LLC, but to use the power that the city has over the deal being designed to make it a win-win situation for everyone. There is a give and take in the negotiations. Please Include in the bargaining a requirement to keep the Ypsilanti Alehouse alive. This may be in the form of not

changing it (and its surrounding infrastructure) now, or to relocating the business in a place with equal character, room to grow and be able to continue to provide the services it currently does (schooling for brewing, live music, a meeting place for many organizations, etc.) without cost to the Alehouse. A possible relocation site would need the approval of the owners of the Alehouse, along with some form of grant to move and set up in a new location. It should also include new and profitable opportunities for its growth. I fear that without this, in the long term, the entire city will suffer.”

To the Ypsilanti Planning Commission:

I have recently become aware of a proposed project to build a housing complex on what is now a shared parking lot serving the Ypsi Alehouse.

While I have no opinion regarding the project itself, I hope very much that if it proceeds, it be done in such a manner that it doesn't in any way negatively impact the Alehouse.

The Alehouse is a vital business that attracts both local folks and people from outside the city. It serves as an incubator for creativity and recreation, from music-making to comedy to the art and science of beer brewing. It has established partnerships with EMU, WCC and other organizations, helping to grow the kinds of connections that help make a city a thriving community. In short, it is a very valuable and valued part of the downtown fabric and needs to be protected.

Thank you for your kind consideration,

A solid black rectangular box used to redact the signature of the sender.

Dear Mr. Burns,

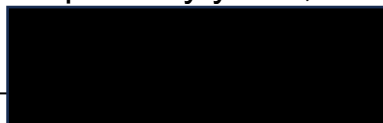
I have found that the Ypsilanti Ale House has been a very positive force in a part of downtown Ypsilanti that has a tough time engaging other thriving, positive businesses. They are a highly successful, award-winning brewery with a quality kitchen that has provided steady employment that mostly appreciates the work environment there, as seen by the Ale House's low employee turnover. The Ale House's community spirit is strongly evident in the groups that meet there, as well as the large number of musical acts that

perform, many of them playing non-commercial, folk and roots-based music genres, which means that they are keeping culture alive in Ypsi.

The Ypsilanti Ale House worked so hard to get itself set up in the Huron Hotel building, helping keep a historic property on the radar and functioning. They have been good urban citizens, using that DDA grant to do what DDA grants are supposed to do: Allow the applicant to help make their city a better place while building up their own business. Additionally, the Ale House survived COVID, hanging in there for its employees and the community. And a walk down Pearl Street will show you many storefronts that are too often vacant or underutilized. How many restaurants in that area have come and gone? Too many, but the Ale House remains a success.

I sing the praises of the Ypsilanti Ale House because I know that it is a good thing. I have heard of the building's new owners' plans to build the apartment building behind it and knock out precious parking that the Ale House needs for its customers, employees, essential deliveries, and for the neighbors in the small building behind it. Mr. Burns, I urge you, the Planning Commission, and the City Council not to allow this proposed plan to come to fruition. The Ale House has struggled to be a success, and it should have to undergo NO hardship beyond market forces and taste. I am in favor of establishing affordable housing but have an idea that the building's new owners will be profiting from this project in some way. Let them profit in another part of Ypsilanti, where there surely must be other sites for affordable housing. Even if they have nothing to gain in this and are acting solely out of good will, with the proposed plan they will still be causing unfair suffering to some good guys who have worked hard to be good business citizens in a town that sorely needs them. The plan may cause the Ale House hardship to the point that they cannot continue to function. I urge that you reject the planned construction in the Huron Hotel's parking lot. Let the Ypsilanti Ale House live and thrive, as it has done so well.

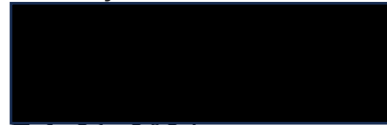
Respectfully yours,

A black rectangular box redacting the signature of the letter.

Dear Mr. Burns,

Please see my attached letter regarding tonight's discussion for the property at the intersection of Pearl and North Washington Streets. Please share my letter with other members of the Planning Commission.

Thank you.



Feb 21, 2024

Mr. Josh Burns

Planning Commission

Ypsilanti City Council

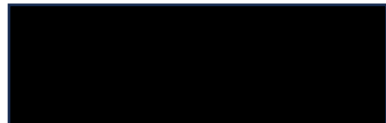
Dear Mr. Burns and members of the Planning Commission,

I am writing to express my strong support for the Ypsi Alehouse as a treasured resource to downtown Ypsilanti. My involvement with the Alehouse began some 7 or 8 years ago as a musician, who had recently retired from the faculty at the University of Michigan. I am a member of the Pearl Street String Band, a group that plays traditional music of several genres including Southern Old Time, French Canadian, Celtic, and of Michigan sources. Our band was among the first to play at the Ypsi Alehouse and we have since played there regularly on the first Friday of every month throughout the year. The Alehouse has now become a center for live musical performances in downtown Ypsilanti, nearly every day of the week and often 2 or 3 different groups performing on weekend evenings. Importantly, all musicians are amateur, most are local, and none receive payment other than food and beverage. Essentially, the Alehouse has become a vital center for the development of local musicians to gain exposure and experience. It has also become a gathering place that draws in patrons, not only from Ypsilanti but from many other communities in Southeast Michigan, to witness and enjoy local talent.

I recently became aware that the property where Ypsi Alehouse is located has been sold and that a project currently under consideration is the construction of multi-story affordable housing complex in the area that is now a parking lot for patrons and staff of the Alehouse and offices in the building. While I understand the importance and need for affordable housing, I feel that value of the Ypsi Alehouse to downtown Ypsilanti should not be overlooked and that every effort should be made to preserve this local treasure as a vital resource to the community. In essence, I feel that the viability of the Ypsi Alehouse should not be compromised. I understand that the Planning Commission will discuss this project at tonight's meeting. I trust that the

Commission will recognize the value of the Ypsi Alehouse as plans for the development of the area move forward.

Respectively yours,

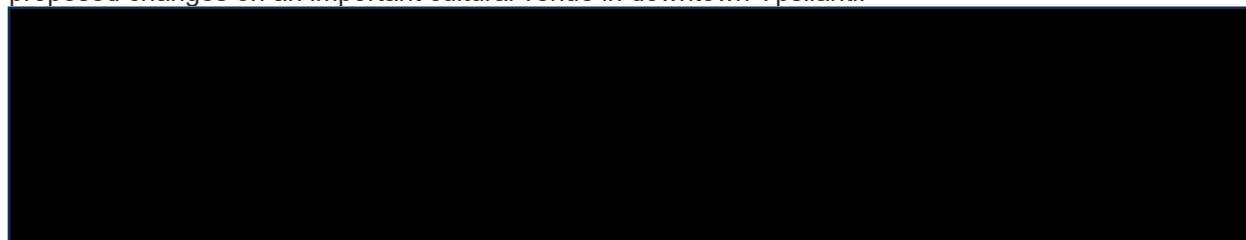




We just got home from a tropical vacation, and I read your letter about the sale of the Huron Hotel Building with great concern.

I won't be able to make the Planning Commission meeting, so I'll try to convey some of my thoughts here, although you've expressed the major ones - with which I am entirely in agreement - quite cogently in your letter. I'll add that I'm so impressed that the Alehouse hosts and encourages a variety of musical genres, including somewhat neglected but important ones such as classical music (via Opera on Tap) and vintage ragtime (me), providing a genuine vintage upright piano (a rarity in music venues nowadays) on which to play it.

If you think it would be helpful, you're welcome to mention my name and that in addition to performing regularly at the Alehouse, I'm a well-regarded and prize-winning ragtime pianist who performs in festivals around the country, and that I'm in full agreement with your concerns about the possible impact of the proposed changes on an important cultural venue in downtown Ypsilanti.



Regrettably I am unable to attend the public hearing this evening regarding the proposal to build affordable housing adjacent to the historic Huron Hotel building, which houses the Ypsilanti Ale House. We all know how important affordable housing is to the city, and fully support the development of the same. However, I believe it would be very unfortunate to the city if such development forced the closure of the Ale House. It's a great place, serves the community, employs citizens, and draws people to the downtown area which is very needed. My friends and I go to the Ale House regularly and patronize other downtown businesses.

What else can I say? I hope you and the planning commission find my pleas persuasive.

I thank you for your consideration,



Mr. Josh Burns
City of Ypsilanti, MI

Dear Mr. Burns,

Re the 124 Pearl / 136 North Washington Special Land Use and Site Plan Review:

I urge you and the Planning Commission to consider the impact this will have on adjoining businesses that utilize the parking lot for their daily business.

In particular, the Ypsi Alehouse would likely be significantly impacted. I'm a patron and performer at Ypsi Alehouse, and parking is often at a premium in that area. The lot behind Ypsi Alehouse is often the only spot that I'm able to find a spot.

Thank you for your consideration in this matter,





**CITY OF YPSILANTI
PLANNING COMMISSION MEETING
DRAFT ACTION MINUTES
Wednesday, May 15th, 2024 @ 7:00 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197**

I. Call to Order | 7:05 PM

II. Roll Call

Matt Dunwoodie, Chair - Present
Micheal Simmons, Vice-Chair – Excused Absence
Eric Bettis – Present
Mike Davis Jr. – Present
Phil Hollifield – Present
Amanda Smith – Present
Carl Scheir – Present
Brian Jones-Chance – Present

Excused absences acknowledged. Motion to approve.

--Moved by Jones-Chance. Seconded by Hollifield. Yays – 7, Nays – 0, motion carries

III. Agenda Approval

May 2024 Regular Meeting Agenda

Motion to amend the May 2024 agenda.

--Moved by Jones-Chance. Seconded by Bettis. Yays - 7, Nays - 0, motion carries

Capital Improvement Plan Presentation moved to after the appointment of a Planning Commission Liaison for the Zoning Board of Appeals.

Electronic Messaging Boards (EMBs) discussion moved to Old Business. (The Planning Commission ended up discussing EMBs after the Capital Improvement Plan Presentation).

IV. Approval of Minutes

March Meeting Minutes

[March 20th, 2024, Approved Minutes.](#)

Motion to approve the March 2024 Meeting Minutes as presented.

--Moved by Jones-Chance. Seconded by Davis Jr. Yays – 7, Nays – 0, motion carries.

V. Public Comments

Motion to open public comments to the Planning Commission.

--Moved by Davis Jr. Seconded by Hollifield. Yays - 7, Nays -0, motion carries

Frances Todoro-Hargreaves (Impact Investing Manager for the Ann Arbor Area Community Foundation)

Todoro-Hargreaves spoke in favor of the 124 Peace Plaza PUD. They discuss how the AAACF works to support black and brown developers. She mentions how this development will bring a new energy to a growing intersection with the expansion with the expansion of the Ypsilanti Transit Center.

Motion to close public comments to the Planning Commission.

--Motion made by Bettis. Seconded by Jones-Chance. Yays – 7, Nays – 0, motion carries.

VI. Committee Reports

Non-Motorized Advisory Committee (NMAC)

Commissioner Davis Jr (Planning Commission Liaison to the Non-Motorized Advisory Committee):

- Two new members would like to join the NMAC Committee.
- The committee is also working on a volunteer ride for June 2nd from 1pm to 3 pm. This will be an event with Bike Ypsi to utilize the new bike lane routes throughout the City.

VII. Presentations

Capital Improvement Plan – Bonnie Wessler

The Capital Improvement Plan Presentation moved to after the appointment of a Planning Commission Liaison for the Zoning Board of Appeals.

VIII. Old Business

124 Pearl/ 136 N. Washington Planned Unit Development (PUD) and Site Condominium

Planned Unit Development: Items to be addressed:

Building Type Standards - Commercial frontage departures, including:

- Distance between openings.
- Ground floor transparency.
- Frontage requirement.

Building Location and Site Arrangement:

- *Permissions for construction/ maintenance for zero-lot-line wall.*
- *Easements for fire hoselays shown in fire protection plan.*

Site Access, Traffic, and Parking:

- Permissions for construction of eastern driveway in existing easement.
- Additional information on truck turning within the site.
- Waiver needed for 10' parking setback.

Waste Management:

- *Confirmation that bins will not create obstructions on site.*
- *Confirmation that access for refuse pickup will be provided in the future.*
- *Enforcement- discuss with applicant.*
- *Contract information or confirmation that Centennial Building is also covered by Runco.*
- *Concrete pad discrepancy on plans.*

Screening/Landscaping:

- *Permissions for construction/ maintenance for zero-lot-line wall*
- *Fee-in-lieu needed for tree.*
- *Shortage of total landscaped area; PC may grant waiver.*

Other Approvals Needed:

- HDC
- DPS
- Fire Department
- YCUA

Site Condominium: Items to be addressed:

- General concepts are understandable, however site plan for condo units ("Exhibit B") should be revised for more detail on exact sizes of condo units, utilities, limited and general common elements, etc.
- Applicant has confirmed this in memo/communications to City staff that there will be no stricter use/occupancy restrictions than what the zoning ordinance allows. The draft master deed leaves this blank, so PC should consider a condition to ensure this takes place.

Staff Recommendations of PUD Departures:

- Frontage Buildout - Approve
 - Required: 90%
 - Proposed: 69%
- Distance Between Openings (Frontage) – Approve

- Required: 2' Max
 - Proposed: 6'8"
- Ground Floor Transparency – Approve
 - Required: 60% Minimum
 - Proposed: 43%
- Traffic Visibility – Approve
 - Required: 10' Clear Vision Triangle at Drive.
 - Proposed: No Vision Clearance at Ingress.
- Landscape Island at Parking Aisle-End - Approve
 - Required: Landscape Island at Parking Aisle-End.
 - Proposed: None Provided.
- Parking Space Distance to Wall – Approve
 - Required: 3' Buffer
 - Proposed: 2' Buffer
- Parking Space Width Increase – Approve
 - Required: 10' Width When Abutting Wall
 - Proposed: 9' Width
- Parking Dimensions – Approve
 - Required: 62' Minimum Total Width of Two Tiers of 90 Degree Parking
 - Proposed: 48' Minimum (60' on Ground Level)
- Parking Dimensions – Approve
 - Required: 36' Minimum Total Width of One Tier of 45 Degree Parking
 - Proposed: 33' Minimum

Planning Commission Discussion

John Barr (City Attorney)

Mr. Barr informs the Planning Commission that he believes the applicant needs to provide an easement for the hoselay before receiving final approval. He also states that the City should not approve a development on someone else's property. He discusses this because of the dispute with the northern property ownership.

Commissioner Jones-Chance

Does not believe the development should be conditioned to have a retail space in the mixed-use building because he does not want the development to be stuck with retail if retail is no longer viable in the future.

Derric Scott (CEO of J297)

Mentions the future use of the Centennial Building to be an office building. Considering the size of the office spaces in the Centennial Building, he believes it encourages entrepreneurship in the City. He also claims the access easement in between 124 Peace Plaza and the neighbor to the East allows them to maintain and improve the easement.

Elizabeth Rogers (Legal Counsel for J297)

Claims the defendants will be filing a motion to dismiss the case. She claims the applicant owns this property. She mentions the court has not adjudicated or determined in any manner that there is a prescriptive easement in any way. She says the Planning Commission has no authority to make a judgement for a circuit court.

Adam Breaux (Architect for the Project)

Does not believe the Fire Department needs an easement to access a property for fighting a fire. He mentions that the zoning code allows for buildings to be built next to each other, and he feels that there is a clash between what the zoning code intends, and what the Fire Department intends. He says the neighbors to the north have a historic structure which is why a building being built to the zero-lot line is unlikely.

Commissioner Dunwoodie

He says the Planning Commission never intended to adjudicate the courts, and based on what the City Attorney says, he feels comfortable conditioning the resolution of the legal dispute for approval. He does not think the commission needs to condition the hoselay easement because one of the conditions require Fire Department approval.

Dunwoodie likes to see housing, and likes that dense housing is being proposed next to the transit center. He says this development does rub up uncomfortably against the zoning ordinance. He does not believe that the Planning Commission does not need to condition the proposed retail space to remain retail since the PUD is already for a mixed-use development.

Commissioner Davis Jr.

He wants to see the corridor activated, and with the ground floor transparency not being compliant he sees conditioning retail as a fair tradeoff.

Motion to recommend that City Council approve the site condominium for 124 and 120 Pearl Street with the parcel IDs noted in the staff report with the following findings and conditions:

Findings:

The application and site plans meet the standards of §122-710, 122-711, 122-712, 122-714, and 122-715.

Conditions:

- The applicant shall work with City staff to provide satisfactory Master Deed and Exhibit B documents consistent with this site condominium layout and PUD application as presented.
- No use or occupancy restrictions may be placed upon the development beyond any already regulated under the requirements of the City of Ypsilanti Zoning Ordinance or as required as a condition of the approval of the Planned Unit Development by the Planning Commission or City Council.
- The site condominium comply with the state Condominium Act, Act 59 of 1978.

--Motion made by Davis Jr. Seconded by Smith. Yays – 7, Nays – 0, motion carries.

Matt Dunwoodie, Chair - Support

Eric Bettis – Support

Mike Davis Jr. – Support

Phil Hollifield – Support

Amanda Smith – Support

Carl Scheir – Support

Brian Jones-Chance – Support

Motion to recommend that City Council approve the planned unit development for 124 and 120 Pearl Street with the parcel IDs noted in the staff report with the following findings and conditions:

Findings:

1. The application, site plan, and land uses comply with §122-311, 122-702, 122-706, 122-710, 122-711, 122- 712, 122-714, and 122-715.
Planning Commission approves the departures listed in Figure 6 of this report.

Waivers:

1. The 10 feet parking lot setback along the eastern lot line be waived per Section 122-683(h) as the applicant is proposing stormwater management techniques and a minimum 3 feet tall landscape wall is provided.
2. The 10% site landscaping area requirement be waived Section 122-641(c) as Planning Commission finds that departure to be necessary for the infill development style of this downtown location.
 - a. Commissioner Dunwoodie provided an amendment to Waiver 2 to ensure clarity.

Conditions:

1. All conditions of the site condominium approval shall be satisfied.
2. The applicant obtain Department of Public Services approval any right-of-way work as proposed by the project, including the proposed watering bib for street trees.
3. The applicant obtain City Council approval for on-street fire lanes and on-street loading space, including the removal of parking spaces.
4. The applicant shall obtain Fire Department preliminary approval of site plans prior to presentation of this application to Council and shall obtain easements for hoselay, if required.
5. The applicant shall obtain City Engineer approval of the site plans during detailed engineering review.
6. No accessory use to the residential apartments may occupy the ground floor retail space.
7. All discrepancies between civil and architectural plan sheets must be corrected, particularly showing the concrete dumpster enclosure on both plan sets.
8. Applicant shall provide an updated agreement from the shared easement holder to the east for construction within the shared easement prior to final plan approval.

9. The proposed mural shall only be permitted with consent by the neighboring property owner for site access.
10. Applicant shall secure permissions with neighbors to the north and east for maintenance access to the exterior of the building, in a manner acceptable by the City Attorney.
11. Firetruck shall be displayed as 8.5' wide and 47' long on plans.
12. The westernmost parking space north of building #1 shall be a compact car space to further reduce chances of pedestrian to vehicle conflict.
13. The parking space in the northeast corner of the basement floor of building #3 shall be a compact car space to enhance circulation.
14. Additional mirrors shall be provided at all vehicle turns to improve sight lines.
15. Lighting fixture projecting into the right-of-way shall be recessed within subject property.
16. Fee-in-lieu shall be provided for one required street tree.
17. Surface parking spaces allocated to Buildings #1 and #2 shall be signed as restricted parking.
18. Confirmation of a recycling plan and waste management plan will be provided.
19. If refuse pickup is determined to be insufficient, by multiple code violations within 365 days or by documented traffic backups on the public streets during the garbage pickup process, the City Planner may require increased pickup frequency to ensure proper waste management.
20. Civil case "Maurer, Karen et al vs 124 Peace Plaza LLC, et al" be resolved with a finding that the applicant has unified control and development rights to the entire property per Section 122-702(a).

--Motion made by Davis Jr. Seconded by Smith. Yays – 7, Nays – 0, motion carries.

Matt Dunwoodie, Chair - Support

Eric Bettis – Support

Mike Davis Jr. – Support

Phil Hollifield – Support

Amanda Smith – Support

Carl Scheir – Support

Brian Jones-Chance – Support

Commissioner Dunwoodie Called for a Recess

--8:57 pm to 9:02 pm

IX. New Business

Committee Participation Reappointment Application (NMAC) – Jenny Rose Ryan

Committee Participation Application (NMAC) Kyler Melmoth

Both Applications Were Approved Concurrently.

--Motion made by Hollifield. Seconded by Jones-Chance. Yays – 7, Nays – 0, motion carries.

Matt Dunwoodie, Chair - Support

Eric Bettis – Support

Mike Davis Jr. – Support

Phil Hollifield – Support

Amanda Smith – Support

Carl Scheir – Support

Brian Jones-Chance – Support

708 Pearl Site Plan

The fourplex being proposed at 708 Pearl is permitted by-right; however, was brought to Planning Commission due to the waiver.

Site Plan: Items to be address:

Site Access, Traffic, and Parking

- *The applicant shall pursue a variance for the driveway width.*
- *The applicant shall adjust plans to allow for a van ADA space.*
- *The applicant shall pursue a variance for the excess of parking.*

Screening and Landscaping

- The proposed dumpster enclosure shall be 9' in height due to the proposed dumpster being 8' in height.
- The applicant shall provide trash calculations to substantiate the need for a 10 cubic yard dumpster.
- Any new and existing landscaping is to be maintained in good condition by the owner.
- A waiver from one street tree due to the location of the utility pole and the existing tree aligns with the already-established street trees along the same block face.

Department of Public Services

- The applicant is responsible for obtaining permits from the Department of Public Services before beginning work on any portion of the City right-of-way, including sidewalks, curbs, and driveways on Pearl St.
- A maintenance agreement must be established for the rain garden in the right-of-way.

Fire Department

- Ensure the basement egress window meets the required code due to some bedrooms being located on the lower level.

Motion to open public comments to the Planning Commission. (Note: 708 Pearl was not officially publicly noticed as the use is permitted by-right; however, Planning Commission has the authority to make an item a public hearing).

--Moved by Hollifield. Seconded by Davis Jr. Yays - 7, Nays -0, motion carries.

Todd Ballou

He says the applicant is happy to reduce the size of the dumpster and restripe the pavement for the van-accessible ADA space.

Motion to close public comments to the Planning Commission.

--Moved by Jones-Chance. Seconded by Bettis. Yays - 7, Nays -0, motion carries.

Planning Commission Discussion

Commissioner Dunwoodie

Curious what variances have been approved before. Staff informed Dunwoodie that only the driveway width has been approved. Dunwoodie likes that there is multi-family housing going in on a vacant lot. He does not believe the commission can approve the trash calculations in the approval due to trash calculations not being mentioned in the ordinance.

*Motion to **approve with conditions** the Site Plan for the Pearl Street Fourplex at 708 Pearl St with the following findings, waiver, and conditions:*

Findings:

1. The application substantially complies with §122-310.

Waivers:

1. A waiver from one street tree due to the location of the utility pole and the existing tree aligns with the already-established street trees along the same block face.

Conditions:

1. The applicant shall adjust plans to allow for a van ADA space.
2. The applicant shall pursue a variance for the driveway width.
3. The applicant shall pursue a variance for the excess of parking.
4. Site plan approval is subject to engineering conditions.
5. Any new and existing landscaping is to be maintained in good condition by the owner.
6. The proposed dumpster enclosure shall be compliant with Section 122-608.
7. The applicant shall provide a maintenance agreement for the rain garden in the City's right-of-way.
8. Site plan approval is subject to the Department of Public Services, the Fire Department, and YCUA.

--Motion made by Jones-Chance. Seconded by Smith. Yays – 7, Nays – 0, motion carries.

Matt Dunwoodie, Chair - Support

Eric Bettis – Support

Mike Davis Jr. – Support

Phil Hollifield – Support

Amanda Smith – Support

Carl Scheir – Support

Brian Jones-Chance – Support

Appointment of a Planning Commission Liaison for the Zoning Board of Appeals

Motion to select Commissioner Dunwoodie as the Planning Commission Liaison for the Zoning Board of Appeals.

--Motion made by Smith. Seconded by Jones-Chance. Yays – 7, Nays – 0, motion carries.

Capital Improvement Plan Presentation – Bonnie Wessler

See the packet to review the presentation.

Electronic Messaging Board (EMBs) Ordinance Discussion

Staff provided a presentation on the Council's motion during the May 14th City Council meeting for EMB signs. The Planning Commission asked staff to write a memorandum informing City Council that they will further discuss EMB signage at their next meeting.

X. Public Comments

Motion to open public comments to the Planning Commission.

--Motion made by Jones-Chance. Seconded by Bettis. Yays – 7, Nays – 0, motion carries.

Maurice Jordan (Deacon at Second Baptist Church)

Maurice wanted clarification on what the Planning Commission will be doing with the EMB sign ordinance.

Motion to close public comments to the Planning Commission.

--Motion made by Bettis. Seconded by Hollifield. Yays – 7, Nays – 0, motion carries.

XI. Adjournment | 10:26 pm

Motion to adjourn.

--Motion made by Bettis. Seconded by Smith. Yays – 7, Nays – 0, motion carries.

**Note: The May 15th, 2024, Planning Commission Meeting Recording Can Be Viewed on The City's YouTube Channel. [Click Here to View the Recording](#).*



**CITY OF YPSILANTI
PLANNING COMMISSION MEETING
APPROVED ACTION MINUTES
Wednesday, March 20th, 2024 @ 7:00 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197**

I. Call to Order | 7:03 PM

II. Roll Call

Matt Dunwoodie, Chair - Present
Micheal Simmons, Vice-Chair – Excused Absence
Eric Bettis – Present
Mike Davis Jr. – Present
Phil Hollifield – Present
Amanda Smith – Present
Carl Scheir – Present
Brian Jones-Chance – Present

Excused absences acknowledged. Motion to approve.

--Moved by Jones-Chance. Seconded by Hollifield. Yays – 7, Nays – 0, motion carries

III. Agenda Approval

March 2024 Regular Meeting Agenda

Motion to approve the March 2024 agenda as presented.

--Moved by Smith. Seconded by Bettis. Yays - 7, Nays - 0, motion carries

IV. Approval of Minutes

February Meeting Minutes

[Microsoft Word - 21 February 2024 - Approved Minutes \(cityofypsilanti.com\)](https://cityofypsilanti.com/microsoft-word-21-february-2024-approved-minutes)

Motion to approve the February 2024 Meeting Minutes as presented.

--Moved by Smith. Seconded by Davis Jr. Yays – 7, Nays – 0, motion carries

V. Public Comments

Motion to open public comments to the Planning Commission.

--Moved by Bettis. Seconded by Smith. Yays - 7, Nays -0, motion carries

No public comments occurred.

Motion to close public comments to the Planning Commission.

--Motion made by Jones-Chance. Seconded by Hollifield. Yays – 7, Nays – 0, motion carries.

VI. Committee Reports

Commissioner Davis Jr:“ The committee didn’t meet quorum, so no report.”

VII. Public Hearing Items

Proposed Zoning Text Amendment to Sections 122-417(g), 122-422(d.1-2), 122-427(d), 122-432(d.1-2), 122-442(d.2), 122-447(d.2), 122-452(d.2), 122-462(d.1), 122-664, 122-665.

Staff Proposes:

Proposed Ordinance

See the proposed text. **Red** text with strikethrough is being deleted; **green text underlined** is proposed to be added. Sections shall be renumbered accordingly.

Section 122-417.g (Park District- P) Non-use and Dimensional Requirements (New Language)		
<u>Electronic Message Board Signs</u>		<u>Not Permitted</u>
Section 122-422.d.1 (Single-Family Residential District- R1) Non-use and Dimensional Requirements (New Language)		
<u>Electronic Message Board Signs</u>		<u>Not Permitted</u>
Section 122-422.d.2 (Single-Family Residential District- R1) Non-use and Dimensional Requirements. (New Language)		
<u>Electronic Message Board Signs</u>		<u>Not Permitted</u>
Section 122-427.d (Multiple Dwelling Residential District- MD) Non-use and Dimensional Requirements (New Language)		
<u>Electronic Message Board Signs</u>		<u>Not Permitted</u>
Section 122-432.d.1 (Production, Manufacturing and Distribution District- PMD) Non-use and Dimensional Requirements (New Language)		
<u>Electronic Message Board Signs</u>		<u>Not Permitted</u>
Section 122-432.d.2 (Production, Manufacturing and Distribution District- PMD) Non-use and Dimensional Requirements (New Language)		
<u>Electronic Message Board Signs</u>		<u>Not Permitted</u>
Section 122-442.D.2 (Core Neighborhoods- CN, CN-Mid, CN-SF) Non-use and dimensional requirements for site improvements not regulated by building type. (New Language)		
<u>Electronic Message Board Signs (Permanent)</u>	<u>Must comply with all requirements for Electronic Message Board Signs in Section 122-665</u>	<u>Permit Required</u>
Section 122-447.D.2 (Center- C) Non-use and dimensional requirements for site improvements not regulated by building type. (New Language)		
<u>Electronic Message Board Signs (Permanent)</u>	<u>Must comply with all requirements for Electronic Message Board Signs in Section 122-665</u>	<u>Permit Required</u>

Section 122-452.D.2 (Corridors- HC, NC, GC) Non-use and dimensional requirements for site improvements not regulated by building type. (New Language)		
Electronic Message Board Signs (Permanent)	Must comply with all requirements for Electronic Message Board Signs in Section 122-665	Permit Required
Section 122-462.d.1 (Health and Human Services- HHS) Non-use and dimensional requirements for site improvements not regulated by building type. (New Language)		
Electronic Message Board Signs		Not Permitted
Section 122-462.d.2 (Health and Human Services- HHS) Non-use and dimensional requirements for site improvements not regulated by building type. (New Language)		
Electronic Message Board Signs		Not Permitted

Section 122-664. Prohibited Signs
The following signs are prohibited in all zoning districts:
a) Unsafe signs. When any sign or sign structure becomes insecure, in danger of falling, or otherwise unsafe, or if any sign or sign structure shall be unlawfully installed, erected, or maintained in violation of any of the provisions of this chapter, or prohibited signs, it shall be considered a nuisance per se. The owner or lessee shall, upon receipt of written notice of the building official, immediately in the case of an unsafe sign make such sign conform to the provisions of this article or shall remove it. If, after ten days, the notice is not complied with, the building official may remove such sign at the expense of the owner or lessee after having obtained an order from the administrative hearings bureau. The cost, including actual attorney fees, shall be assessed against the property as provided in Article VIII of the City Charter. b) Prohibited signs 1) Animated Signs. 2) Portable Signs, not including sidewalk signs. 3) Signs mounted upon a roof. 4) Signs containing obscene material. Signs containing symbols that area or purports to be an imitation of or resembles a traffic control device or that attempts to direct the movement of traffic. 5) Mechanical Signs. 6) Sign, electronic message, excepting digital billboards. 7) Signs not specifically permitted under the sections of this chapter. 8) Signs with less than six feet horizontal clearance or 12 feet vertical clearance from overhead electrical conductors which are energized in excess of 250 volts.

Section 122-665(c) Sign Design Standards (New Language)
(C) Electronic Message Board Signs. Building Mounted Signs and Freestanding signs may include an Electronic Message Board, subject to the following:
1) <u>Required Area, Height, and Setbacks.</u> The maximum area for an electronic message board sign shall be no greater than 50% of the zoning district's maximum area for freestanding or building-mounted signs. The maximum height and minimum setbacks shall comply with the zoning district's allowances for freestanding or building-mounted signs. 2) <u>Maximum Number.</u> No more than one electronic message board sign shall be located on a single lot of land. 3) <u>Change of message</u> shall not occur more than once every two minutes. 4) <u>Lights shall never blink or flash.</u> Message change sequence shall not involve flashing or other animations but shall be an instantaneous change. 5) <u>Illumination.</u> Illumination from an electronic message board sign shall not exceed 0.3 footcandles when measured at the property line of the subject lot. 6) <u>Colors.</u> Messages shall be in monochrome text, and electronic display areas shall be black. 7) <u>Electronic message board signs shall not be illuminated between the hours of 9 PM and 6 AM.</u> 8) <u>Signs shall be programmed to go dark in the event of a malfunction.</u>

Staff recommends the Planning Commission ***recommend City Council approve*** the proposed text amendment to Sections 122-417(g), 122-422(d.1-2), 122-427(d), 122-432(d.1-2), 122-442(d.2), 122-447(d.2), 122-452(d.2), 122-462(d.1), 122-664, 122-665 with the following findings:

1. The proposed amendment is consistent with the guiding values of the Master Plan;
2. The proposed amendment is consistent with the intent of this Zoning Ordinance;
3. The proposed amendment will enhance the functionality, transportation network or character of the future development in the City;
4. The proposed amendment will preserve the historic nature of the surrounding area and of the City;
5. The proposed amendment will enhance the natural features and environmental sustainability of the City;

6. The proposed amendment will protect the health, safety, and general welfare of the public;
7. The proposed amendment will address a community need in physical or economic conditions or development practices;
8. The proposed amendment will not result in the creation of significant nonconformities in the City.

Motion to open public comments to the Planning Commissions.

--Motion made by Davis Jr. Seconded by Jones-Chance. Yays – 7, Nays – 0, motion carries.

Maurice Jordan (Deacon at Second Baptist Church)

Jordan states that the church has been frustrated with the City's ordinances because they kept getting cited for their signage. He claims that he is confident that a well-written text amendment will allow for EMBs to be brought seamlessly into the community. He believes the text amendment strikes the right balance for the City.

Another Member of Second Baptist Church

Mentions how their sign was taken out by a car and would like to have additional signage to draw people to their church.

Motion to close public comments to the Planning Commissions.

--Motion made by Jones-Chance. Seconded by Bettis. Yays – 7, Nays – 0, motion carries.

Planning Commission Discussion of the Text Amendment

The Planning Commission was overall happy with the proposed text amendment.

Motion to recommend the City Council adopt the zoning text amendment.

Smith – Yes

Davis Jr. – Yes

Scheir – Yes

Dunwoodie – Yes

Bettis – Yes

Jones-Chance – Yes

Hollifield – Yes

--Motions Carries

Proposed Zoning Text Amendment to Definitions: Section 122-203, and Article V, Division 2: Sections 122-560, 122-561, and 122-562.

Section 122-203. Definitions currently states:

Vehicle, Recreational means a boat, snowmobile, off-road vehicle, camper travel trailer, motor home, pick-up camper, trailer which is designed for private recreational or recreational travel use. Any trailer which is principally used for transporting any of the above shall also be considered a recreational vehicle.

Staff Proposes:

Vehicle, Recreational means a boat, snowmobile, off-road vehicle, camper travel trailer, motor home, pick-up camper, trailer which is designed for private recreational or recreational travel use and/or has a recreational license plate. Any trailer which is principally used for transporting any of the above shall also be considered a recreational vehicle.

New Definition Proposed:

Residentially Zoned means any zoning district, outside of a Center or Corridor District, where single family dwellings or two-family dwellings are a permitted use.

Section 122-560. General Prohibition currently states:

Except as otherwise provided in this chapter, no vehicles may be parked or stored on any residentially-zoned lot except for operable passenger automobiles, pickup trucks, vans, or motorcycles which are personally owned by the persons residing on the premises, or their guests.

Staff Proposes:

Except as otherwise provided in this chapter, no vehicles may be parked or stored on any lot that is zoned or used for residential except for operable passenger automobiles, pickup trucks, vans, or motorcycles

Section 122-561. Commercial Vehicles in Residential Areas currently states:

The parking or storage of a commercial vehicle over a two ton capacity is prohibited on any residential lot. However, this section does not apply to commercial vehicles temporarily parked less than eight hours in a residential area in conjunction with maintenance or service to a residential property.

Section 122-562. Recreational Vehicles currently states:

- A. The parking or storage of recreational vehicles, whether or not the recreational vehicle is mounted upon or hitched to another vehicle, including vacant mobile

homes, antique or racing automobiles, or any other vehicles of a similar nature and related equipment, is prohibited on any lot in an R1, CN-SF, CN-Mid, CN, MD or HHS zoning district unless parked within a completely enclosed building or within a rear or side yard other than within a required yard setback area. Such vehicles stored in a side yard must be screened from view from the street and the adjacent property by an acceptable fence or landscaped screen, in accordance with §122-634 of this chapter. Notwithstanding the above, no recreational vehicle may be parked or stored on any indoor or outdoor parking space which is required to meet the minimum parking space requirement in an CN, MD or HHS district.

- B. No more than two recreational vehicles per dwelling unit may be stored outdoors at one time. The size of recreational vehicles kept or stored outdoors may not exceed eight feet in width, ten feet in height, or 32 feet in length.
- C. Trailer coaches, motor homes, and other vehicles or equipment designed or adaptable for sleeping purposes must remain unoccupied and must not be connected to sanitary sewer facilities, or to electricity, water, or gas.

Staff Proposes:

- A. The parking or storage of recreational vehicles, whether or not the recreational vehicle is mounted upon or hitched to another vehicle, including vacant mobile homes, antique or racing automobiles, or any other vehicles of a similar nature and related equipment may be parked or stored on any lot in an R1, CN-SF, CN-Mid, CN, MD or HHS zoning district. Recreational vehicles may be located within a completely enclosed building or within a front, rear or side yard. However, recreational vehicles taller than 8 feet in height must be parked no less than 10 feet away from the front lot line. Notwithstanding the above, no recreational vehicle may be parked or stored on any indoor or outdoor parking space which is required to meet the minimum parking space requirement in an CN, MD or HHS district.
- B. No more than two recreational vehicles per dwelling unit may be stored outdoors at one time. The size of recreational vehicles kept or stored outdoors may not exceed eight feet in width, twelve feet in height, or 32 feet in length.
- C. Trailer coaches, motor homes, and other vehicles or equipment designed or adaptable for sleeping purposes must remain unoccupied and must not be connected to sanitary sewer facilities, or to electricity, water, or gas.
- D. Recreational vehicles, including trailers for recreational vehicles, may not be permanently affixed to the ground. Such vehicles must be situated upon a chassis or other wheeled conveyance.

Staff recommends the Planning Commission ***recommend City Council approve*** the proposed text amendment to Sections 122-203, 122-560, 122-561, and 122-562 with the following findings:

1. The proposed amendment is consistent with the guiding values of the Master Plan;
2. The proposed amendment is consistent with the intent of this Zoning Ordinance;
3. The proposed amendment will enhance the functionality, transportation network or character of the future development in the City;
4. The proposed amendment will preserve the historic nature of the surrounding area and of the City;
5. The proposed amendment will enhance the natural features and environmental sustainability of the City;
6. The proposed amendment will protect the health, safety, and general welfare of the public;
7. The proposed amendment will address a community need in physical or economic conditions or development practices;
8. The proposed amendment will not result in the creation of significant nonconformities in the City.

Motion to open public comments to the Planning Commissions.

--Motion made by Davis Jr. Seconded by Hollifield. Yays – 7, Nays – 0, motion carries.

Mark (Resident of the City)

Mark discusses how he uses his RV as a mobile office, but also for heat when his electricity goes out.

Gary (Resident of the City)

Pleased with the language of the ordinance.

Steve (Resident of the City)

Does not believe that the proposed text amendment is worded well and thinks the City should work with the Secretary of State on the plating language.

Motion to close public comments to the Planning Commission.

--Motion made by Jones-Chance. Seconded by Hollifield. Yays – 7, Nays – 0, motion carries.

Planning Commission Discussion of the Proposed Text Amendment

Dunwoodie believes the ordinance is more lenient and better overall.

Commissioners are interested in reviewing the occupancy of recreational vehicles.

Motion to recommend the City Council adopt the zoning text amendment with the following amendment(s):

122-562(a):

The parking or storage of recreational vehicles, whether or not the recreational vehicle is mounted upon or hitched to another vehicle, including vacant mobile homes, antique or racing automobiles, or any other vehicles of a similar nature and related equipment may be ~~parked or stored~~ permitted on any lot in an R1, CN-SF, CN-Mid, CN, MD or HHS zoning district. Recreational vehicles may be located within a completely enclosed building or within a front, rear or side yard. However, recreational vehicles taller than 8 feet in height must be parked no less than 10 feet away from the front lot line. Notwithstanding the above, no recreational vehicle may be parked or stored on any indoor or outdoor parking space which is required to meet the minimum parking space requirement in an CN, MD or HHS district.

Roll Call:

Smith – Yes

Davis Jr. – Yes

Scheir – Yes

Dunwoodie – Yes

Bettis – Yes

Jones-Chance – Yes

Hollifield – Yes

--Motions Carries

23 N. Washington Special Land Use and Site Plan

Skott Schoonover is proposing *Water Tower Distilling Co.* at 23 N. Washington. The applicant is proposing a small distillery and tasting room and will also allow for the sale of bottled alcoholic beverages for off-site consumption.

Motion to open public comments to the Planning Commission.

--Motion made by Davis Jr. Seconded by Bettis. Yays – 7, Nays – 0, motion carries.

Ted Badgerow (Head Brewer and Co-owner of the Ypsi Alehouse)

Badgerow discussed state liquor licensing.

Motion to close public comments to the Planning Commission.

--Motion made by Jones-Chance. Seconded by Hollifield. Yays – 7, Nays – 0, motion carries.

Planning Commission Discussion of the Proposed Special Land Use and Site Plan

The Planning Commission finds that staff made an error, and that the applicant's proposed use is permitted and not a special land use.

Motion to postpone the special use and site plan for 23 N. Washington.

--Moved by Smith. Seconded by Davis Jr.

Roll Call:

Smith – Yes

Davis Jr. – Yes

Scheir – Yes

Dunwoodie – Yes

Bettis – Yes

Jones-Chance – Abstains

Hollifield – Yes

--Motions Carries

136 N. Washington Planned Unit Development (PUD)

124 Peace Plaza, LLC (J29:7) proposed a Planned Unit Development at 124 Pearl Street. The development will be a mixed-use development with 60 apartments and a retail space on the ground floor. Some of the amenities included as part of this development include the rooftop garden, bike parking, and EV charging spaces.

Motion to open public comments to the Planning Commission.

--Motion made by Jones-Chance. Seconded by Bettis. Yays – 7, Nays – 0, motion carries.

Derric Scott (CEO of J29:7)

Mentions he has been a resident of Ypsilanti for 17 years. He wanted to invest into his neighborhood, which is why he moved his business into the City.

Scott claims his team was the only interested buyer for the Centennial Plaza that would keep all of the existing businesses in the building. He talks about the regional grant award he got from the City of Ann Arbor for \$8.2 million.

He mentions the development timeline and says "One of the significant things to kind of point out is with the MEDC grant that we receive for the for the wrap. There's a time consideration on it which really accelerated our timeline. We, in an ideal situation, like to take our time in these type of developments, really truly engage the neighborhood community. And understand how to really deliver impactful development. So, the last 90 days we've really been working just really closely with the city team who has been great with helping us kind of expedite a timeline and really think through how to make sure we can maximize the opportunity not to lose the 3 million in funding support to do the housing portion of this."

Scott claims that there was only a verbal agreement between the previous owners and the adjacent property owner to allow the adjacent property to use the driveway and parking.

Scott also claims "As far as the easement goes is the Cause except for 1 point, what you've described really is a prescriptive easement except for the fact that so is their argument that They had some, was your argument that there was some informal agreement with the previous owner and that's what makes it not hostile. There wasn't so the previous owner as

well as the previous broker who both preceded the property owners to the north. So I think they purchase their property in oh sevenish the previous owner purchased, roughly 23 years ago. And so they preceded them. There was the previous owner says that there was never an agreement. They signed a an affidavit to that effect and sold us the property under those with that understanding."

J29:7's Counsel: Elizabeth Rogers

Rogers claims that they have reached out to the neighbors but have not been able to reach an agreement. She does not believe that the adjacent property owner does not have a prescriptive easement.

Dr. Mike (PhD Chemical Engineering)

Has concerns over the decline of parking, especially with a new building being placed on the current parking lot.

Adam Breaux (Architect for the development)

Mentions that the design has been updated since they've submitted addressing some of the site concerns. Addresses the trash concerns listed in the staff report.

Ted Badgerow (Head Brewer and Co-owner of the Ypsi Alehouse)

Talks about the significance of the Alehouse in the community and the work they've done to restore the *Huron Hotel*. He is glad the ownership of the building stays within the hands of a local owner. Mentions the events the Alehouse holds which draws life into an already struggling downtown. He states "it is, it's very hard to find parking, my, staff, and all of our customers, park in that parking lot presently, and I can't expect my staff to pay for expensive parking just for them to show up for work. The Deja vu showgirls nightclub will be reopening soon. They held a soft opening. Recently I'm not sure when the Hard opening is coming, but I'm wondering how that will affect the residential. A character of the neighborhood. And we have had, of course, long time long Washington Street. Problem with drug sales, drug usage, and many other things, a lot of blue lights."

Donald Floria (Ypsilanti Resident)

He likes what Mr. Scott is doing and believes this development will be a nice addition to the City.

Tia Johnson (Ypsilanti Resident)

Believes this development is innovative for the City. She believes this development will be a new birth for Ypsilanti.

Steve Peirce

He believes that the adjacent property owner has a prescriptive easement. He mentions you can see the adjacent property owner has used this driveway for 25+ years. He said that

PUDs are supposed to be thought out, but believes the applicant has not fostered a development that fits into the area. He thinks it would be a mistake to rush the PUD process and that the Planning Commission needs to reject the project.

Emails Read into the Record

At 4:14 pm on 3/20, staff received an email from the lawyer of the property owners of 148 N. Washington. Staff read this email aloud.

Mike Bly (Alehouse Customer)

Mike states that he believes an affordable housing complex would be suited better somewhere else.

Cheryl Farmer (Ypsilanti Resident)

Mentions how many PUD departures the applicants are asking for. She doesn't understand why this even came to the Planning Commission with all the departures they are asking for. She says the loss of any parking spaces in the downtown area is a bad idea.

Motion to close public comments to the Planning Commission.

--Motion made by Jones-Chance. Seconded by Smith. Yays – 7, Nays – 0, motion carries.

Planning Commission Discussion of the Planned Unit Development

The planning commission discussed the pending litigation against the applicant. The planning commission does like that the development would increase housing in downtown, and wants the applicant to come back with revised plans that address the departures.

(See upload on YouTube for full discussion of the topic)

Motion to postpone the site condominium for 124 and 120 Pearl Street, with parcel IDs as noted in the staff report with the following findings:

The site condominium ordinance sections 122-711 and 122-712 requires review of a project of this nature to follow the Planned Unit Development section's requirements; this application as presented does not meet the PUD standards including but not limited to departures providing higher quality development. Additionally, important site plan details are not documented and logistical issues for trash pickup are unclear.

--Moved by Davis Jr. Seconded by Jones-Chance.

Roll Call:

Smith – Yes

Davis Jr. – Yes

Scheir – Yes
Dunwoodie – Yes
Bettis – Yes
Jones-Chance – Abstains
Hollifield – No
--Motions Carries

Motion to postpone the planned unit development for 124 and 120 Pearl Street, with parcel IDs as noted in the staff report with the following findings:

- The PUD departures do not, as a whole, create a higher quality development for the City. Departures that do not contribute to a higher quality development should be reduced.
- Compliance with the PUD standards of §122-706 is unclear until further information and site plan details are provided, including the dumpster enclosure detail and photometric details.
- Logistical issues of the trash pickup are still unclear, including full truck turning templates, the location of all the bins that will be rolled out, and the garbage truck pickup technique in the form of rear, front, or side load.

--Moved by Davis Jr. Seconded by Jones-Chance.

Roll Call:

Smith – Yes
Davis Jr. – Yes
Scheir – Yes
Dunwoodie – Yes
Bettis – Yes
Jones-Chance – Abstains
Hollifield – No
--Motions Carries

VIII. New Business

IX. Public Comments

Motion to open public comments to the Planning Commission.

--Motion made by Smith. Seconded by Davis Jr. Yays – 7, Nays – 0, motion carries.

Steve Pierce (Ypsilanti Resident)

Steve believes the Planning Commission should review the PUD standards of the city. Peirce does not believe there is a need to rush. He is glad the project was postponed.

Motion to close public comments to the Planning Commission.

--Motion made by Davis Jr. Seconded by Bettis. Yays – 7, Nays – 0, motion carries.

X. Adjournment | 11:13 pm



REQUEST FOR LEGISLATION
June 18, 2024

For: Mayor and City Council

From:

Subject: Resolution No. 2024-138 approving the minutes of the May 28, 2024 regular Council Meeting.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION:

ATTACHMENTS:

1. 5-28 Min Resolution
2. May 28, 2024 Council Meeting Minutes

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 18, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-138
June 18, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of the May 28, 2024, City Council Meetings be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**MINUTES
REGULAR COUNCIL MEETING
6:00 PM - Tuesday, May 28, 2024
Council Chambers
One South Huron, Ypsilanti, MI 48197**

I. CALL TO ORDER

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

II. ROLL CALL

PRESENT: Mayor Brown, Mayor Pro-Tem Wilcoxon, Council Member King, Council Member Tooson, Council Member McLean, Council Member Simmons (6:02), Council Member Sweet.

III. PLEDGE OF ALLEGIANCE

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

IV. AGENDA APPROVAL

The agenda was approved as amended.

Changes:

1. King requested to add resolution reappointing Julia Bayha to the Sustainability Commission.
2. Simmons requested to add discussion regarding GCSI Proposal.

V. PUBLIC COMMENT (3 MINUTES)

10 Members of the public spoke.

VI. PRESENTATIONS

A. Departmental Budget Presentation

A motion was made by Council Member Tooson, supported by Council Member McLean, to bring forward Resolution No. 2024-111 and Resolution No. 2024-113. The motion passed unanimously.

A motion was made by Mayor Pro Tem Wilcoxon, supported by Council Member Tooson, to extend the meeting. The motion passed unanimously.

VII. PUBLIC HEARINGS

**A. Resolution No. 2024-098 Authorizing the Sale of 756 Harriet Street.
Resolution No. 2024-098, determination.**

Public Hearing Resolution NO. 2024-099, close the public hearing.

Whereas, the City of Ypsilanti has a property disposition policy; and

WHEREAS, the City of Ypsilanti owns 756 Harriet Street and held a lottery to determine a purchaser; and

WHEREAS, now according to the property disposition policy, the city held a public hearing on May 28, 2024, to authorize the sale of 756 Harriet Street and delegate the City Manager to enter into purchase agreements for the properties; and

Now therefore be it resolved that the Ypsilanti City Council approve the sale of 756 Harriet Street and delegate the City Manager to enter into purchase agreements for the properties to the selected purchasers.

Council Member Tooson moved to Approve Resolution No. 2024-098, authorizing the sale of 756 Harriet Street. Council Member Sweet seconded the motion.

Public Hearing Resolution No. 2024-099, closing the public hearing offered by Council Member Tooson, seconded by Council Member King.

Resolution No. 2024-098, determination.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

B. Resolution No. 2024-100 Authorizing the sale of 856 Harriet.

Resolution No. 2024-100, determination.

Public Hearing Resolution NO. 2024-101, close the public hearing.

Whereas, the City of Ypsilanti has a property disposition policy; and

WHEREAS, the City of Ypsilanti owns 856 Harriet Street and held a lottery to determine a purchaser; and

WHEREAS, now according to the property disposition policy, the city held a public hearing on May 28, 2024, to authorize the sale of 856 Harriet Street and delegate the City Manager to enter into purchase agreements for the properties; and

Now therefore be it resolved that the Ypsilanti City Council approve the sale of 856 Harriet Street and delegate the City Manager to enter into purchase agreements for the properties to the selected purchasers.

Council Member Tooson moved to Approve Resolution No. 2024-100, authorizing the sale of 856 Harriet Street. Council Member McLean seconded the motion.

Public Hearing Resolution No. 2024-101, closing the public hearing offered by Council Member Tooson, seconded by Council Member McLean.

Resolution No. 2024-100, determination.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

VIII. ORDINANCES

A. Ordinance No. 1431 - An Ordinance entitled "an ordinance to amend Chapter 10, Article VI - Events".

Resolution No. 2024-098, determination.

Public Hearing Resolution No. 2024-099, close the public hearing.

That an Ordinance entitled "an ordinance to amend Chapter 10, Article VI - Events" be approved upon first reading:

Sec. 10-270. Waiver.

1. The city council may, on good cause shown, or for individual case of hardship, waive any of the fees for an events permit. A waiver approval must be made by five (5) votes in the affirmative and must follow the below criteria.

1. If a street closure is requested in the business district, 80% of businesses located on that street must in writing agree to the closure.

2. The application must include a description of why this is a benefit to the whole community.

3. The applicant must provide a reasonable description of why the organization or person is unable to meet the financial requirements.

(b) Any such request for waiver must be in writing and be submitted to the city manager who shall include the item on the next regularly scheduled agenda of the city council occurring not sooner than one week from the date the request is submitted, together with the recommendation of the city manager concerning the request for waiver.

(c) The city Manager may, in its discretion, waive the park rental fee to encourage community events that advance interests of equity, public recreation, arts, and entertainment. The city manager may exercise this

discretion to support community events free of charge using the facility and has directed staff to apply the following criteria to determine if a community event is eligible for fee waiver.

(1) The event is completely open and free to members of the public, an entry fee may not be charged under any circumstances.

(2) If vendors can sell goods, the cost to participate may not be prohibitive. Priority must be given first to city residents and businesses. All opportunities to serve as a vendor must be advertised sufficiently in promotional materials and on the city website. The maximum rate at which vendors may be charged is \$10.00 per hour and a financial report must be provided to the city proving what funds were raised and for what purpose specifically from vendor fees collected.

(3) A public event shall not engage in hateful or derogatory speech including symbols of racism, homophobia, or violence. Weapons shall not be sold by vendors or any merchandise or goods which depicts these symbols of hate.

(4) Religious services are not eligible community events under this policy.

(Code 1983, § 3.44; Ord. No. 1077, § 1, 2-5-2008; Ord. No. 1397, 8-9-2022)

Sec. 10-272. Exceptions from special event fees.

Special event application fees, as specified in Section 10-268, do not apply to the Ypsilanti Memorial Day Procession, or to the Ypsilanti Fourth of July Parade, Juneteenth, or PRIDE when such event is sponsored by a regularly chartered and organized veteran's organization. Other provisions of this article shall apply to both events.

(Ord. No. 920, 8-29-2000; Ord. No. 1077, § 1, 2-5-2008; Ord. No. 1397, 8-9-2022)

Council Member Sweet moved to Approve the Ordinance No. 1431 - An Ordinance entitled "an ordinance to amend Chapter 10, Article VI - Events ". Mayor Pro-Tem Wilcoxen seconded the motion.

Public Hearing Resolution No. 2024-103, close the public hearing offered by Council Member Sweet, seconded by Mayor Pro Tem Wilcoxen.

Resolution No. 2024-102, determination.

Yes: (6) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown

No: 0 None

Absent: (0)

B. Ordinance No. 1432 - An Ordinance entitled "an ordinance to amend Chapter 86, Article II – Collection and Disposal".

Resolution No. 2024-104, determination.

Public Hearing Resolution No. 2024-105, close the public hearing.

That An Ordinance entitled "an ordinance to amend Chapter 86, Article II – Collection and Disposal" be adopted upon first reading as follows:

Sec. 86-34. Residential properties; blight violation.

(a) No accumulation of garbage or rubbish from residences shall be placed out for collection at the curb prior to 3:30 p.m. of the day preceding the designated collection day and all receptacles, and any remaining accumulation of trash and debris, must be taken in prior to 8:00 a.m. of the day following the day of collection and placed behind the building line, or to the side of the building and out of general view. In addition to a citation being issued, a warning tag will be left on the containers or items, and on the door of the residence. The warning tag shall notify the property owner and/or responsible tenant that if the violation is not corrected within 24 hours, the city's independent contractor will remove the remaining accumulation of trash and debris and the owner or responsible tenant shall be assessed the actual cost incurred, plus all other expenses (direct and indirect) to which the city has been put in connection with this infraction, to the extent allowed by law. During special events and peak times, no 24-hour warning tag will be issued and the city may remove the accumulated trash and debris immediately, and the owner or responsible tenant shall be assessed the actual cost of removal, plus all other expenses (direct and indirect) to which the city has been put in connection with this infraction, to the extent allowed by law.

(b) Peak times, for the purposes of this section, shall be those established at section 86-51 of this Code.

(c) For the purposes of this section, a special event shall include the following: The Heritage Festival, Frog Island Beer Festival, student move-in and move-out dates, the 4th of July Parade, Memorial Day Procession, and other special events as designated by the city manager, or by resolution of the city council. Events designated by the city manager or city council resolution shall be published in the newspaper seven days in advance of the event.

(d) Landlords/property owners will be held responsible for violations of this section when:

(1) The identity of the responsible tenant is not readily apparent or available (the identity of the tenant shall be readily available if the landlord/property owner has provided that information to the building department);

(2) The tenant is unavailable due to moving, vacation, or any other reason; or

(3) Repeat offenses occur at the same address.

(e) A person who violates any provision of this section is responsible for a blight violation, subject to payment of a civil fine as set forth in section 71-73. Repeat offenses under this section shall be subject to increased fines as set forth in section 71-73.

(Code 1983, § 2.12; Ord. No. 853, 4-15-1997; Ord. No. 911, 3-21-2000; Ord. No. 955, 5-7-2002; Ord. No. 1132, § 1, 9-21-2010; Ord. No. 1269, § 1, 4-19-2016)

Council Member McLean moved to Approve Ordinance No. 1432 - An Ordinance entitled "an ordinance to amend Chapter 86, Article II – Collection and Disposal". Mayor Pro-Tem Wilcoxon seconded the motion. Public Hearing Resolution No. 2024-105, closes the public hearing.

Resolution No. 2024-104, determination.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

C. Resolution No. 2024-106, adopting Ordinance No. 1429, entitled "An Ordinance Improving Regulations for Recreational Vehicles on Residential Lots". (Second Reading)

1. **THE CITY OF YPSILANTI HEREBY ORDAINS** That the Ypsilanti City zoning text in Article II Section 122-203 and Article V Sections 122-560, 122-561, 122-562, is hereby amended Which reads as follows:

Section 122-203 Definitions

Vehicle, Recreational means a boat, snowmobile, off-road vehicle, camper travel trailer, motor home, pick-up camper, trailer which is designed for private recreational or recreational travel use and/or has a recreational license plate. Any trailer which is principally used for transporting any of the above shall also be considered a recreational vehicle.

Residentially Zoned means any zoning district, outside of a Center or Corridor District, where single family dwellings or two-family dwellings are a permitted use.

Sec. 122-560 General Prohibition.

Except as otherwise provided in this chapter, no vehicles may be parked or stored on any lot that is zoned or used for residential residentially-zoned lot except for operable passenger automobiles, pickup trucks, vans, or motorcycles which are personally owned by the persons residing on the premises, or their guests.

Sec. 122-561. Commercial Vehicles in Residential Areas.

The parking or storage of a commercial vehicle over a two ton capacity is prohibited on any residential lot. However, this section does not apply to commercial vehicles temporarily parked less than eight hours in a residential area in conjunction with maintenance or service to a residential property.

Sec. 122-562 Recreational Vehicles.

1. The parking or storage of recreational vehicles, whether or not the recreational vehicle is mounted upon or hitched to another vehicle, including vacant mobile homes, antique or racing automobiles, or any other vehicles of a similar nature and related equipment, is prohibited may be permitted any lot in an R1, CN-SF, CN-Mid, CN, MD or HHS zoning district unless parked within a completely enclosed building or within a rear or side yard other than within a required yard setback area.. Recreational vehicles may be located within a completely enclosed building or within a front, rear or side yard other than within a required yard setback area. However, recreational vehicles taller than 8 feet in height must be parked no less than 10 feet away from the front lot line. Such vehicles stored in a side yard must be screened from view from the street and the adjacent property by an acceptable fence or landscaped screen, in accordance with §122-634 of this chapter. Notwithstanding the above, no recreational vehicle may be parked or stored on any indoor or outdoor parking space which is required to meet the minimum parking space requirement in an CN, MD or HHS district.
2. No more than two recreational vehicles per dwelling unit may be stored outdoors at one time. The size of recreational vehicles kept or stored outdoors may not exceed eight feet in width, ten twelve feet in height, or 32 feet in length.
3. Trailer coaches, motor homes, and other vehicles or equipment designed or adaptable for sleeping purposes must remain unoccupied and must not be connected to sanitary sewer facilities, or to electricity, water, or gas.
4. Recreational vehicles, including trailers for recreational vehicles, may not be permanently affixed to the ground. Such vehicles must be situated upon a chassis or other wheeled conveyance.

Mayor Pro-Tem Wilcoxon moved to Approve Resolution No. 2024-106, adopting Ordinance No. 1429, entitled "An Ordinance Improving Regulations for Recreational Vehicles on Residential Lots". (Second Reading) as presented. Council Member Sweet seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown
No: 1 Patrick McLean
Absent: (0)

D. ORDINANCE ON THE TABLE - Ordinance No. 1430 - An Ordinance entitled "Zoning text amendment to allow electronic message board (EMB) signs, with reasonable standards to ensure compatibility with neighboring uses and reduce the potential for off-site glare".

Council Member Sweet moved to remove Ordinance No. 1430 from the table. Mayor Pro Tem Wilcoxon seconded the motion and the motion passed unanimously.

Council Member King moved to Postpone the first reading of Ordinance No. 1430 - An Ordinance entitled "Zoning text amendment to allow electronic message board (EMB) signs, until after the Planning Commission meets and completes their review. Council Member Tooson seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 0 None
Absent: (0)

IX. CONSENT AGENDA

Council Member Simmons moved to Approve the CONSENT AGENDA as amended. Mayor Pro-Tem Wilcoxon seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 0 None
Absent: (0)

A. Resolution No. 2024-109, approving the minutes of the May 14, 2024 Regular Council Meeting.

Council Member Simmons moved to Approve Resolution No. 2024-109, approving the minutes of the May 14, 2024 Regular Council Meeting. as presented. Mayor Pro-Tem Wilcoxon seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 0 None
Absent: (0)

B. Resolution No. 2024-110 approving Mark Nelson as an Administrative Hearings Bureau Officer for the City of Ypsilanti as appointed by the City Manager.

Council Member Simmons moved to Approve the Resolution No. 2024-110 approving Mark Nelson as an Administrative Hearings Bureau Officer for the City of Ypsilanti as appointed by the City Manager. as presented. Mayor Pro-Tem Wilcoxon seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 0 None
Absent: (0)

X. RESOLUTIONS/MOTIONS/DISCUSSIONS

A. Resolution No. 2024-111 approving the Brownfield Amendment #1 Plan for 220 N. Park Development as authorized by the Washtenaw County Brownfield Redevelopment Authority.

WHEREAS, Washtenaw County established the Washtenaw County Brownfield Development Authority (WCBRA) in accordance with the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act") to encourage redevelopment of contaminated, functionally obsolete or blighted property by providing economic incentives; and

WHEREAS, the property located at 220 N. Park (the "Property") has been determined to be a Facility, as determined by a Phase II analysis, and

WHEREAS, The Brownfield Plan for 220 N. Park (the "Plan") has been created to facilitate the redevelopment of the Property; and

WHEREAS, due to unforeseen site conditions, Renovare is applying for an amendment to the Brownfield Plan;

WHEREAS, the Plan must be approved by the City of Ypsilanti, then the WCBRA, with final adoption by the Washtenaw County Board of Commissioners; and

WHEREAS, neither Washtenaw County nor the Washtenaw County Brownfield Redevelopment Authority will incur a financial note or bonded indebtedness; and

NOW THEREFORE BE IT RESOLVED, that the Ypsilanti City Council approve the Brownfield Amendment #1 Plan for 220 N. Park Development as authorized by the Washtenaw County Brownfield Redevelopment Authority.

Council Member McLean moved to Approve Resolution No. 2024-111 approving the Brownfield Amendment #1 Plan for 220 N. Park Development as authorized by the Washtenaw County Brownfield Redevelopment Authority, as presented. Council Member Tooson seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

B. Resolution No. 2024-112 approving the request to waive fees for the 2024 Depot Town Cruise Nights in the amount of \$3,676.40.

Council Member Tooson moved to Amend Resolution No. 2024-112 approving the request to waive fees for the 2024 Depot Town Cruise Nights by amending the fee waiver amount to \$1,838.20, which includes a \$500 refundable deposit. Council Member Sweet seconded the motion.

Yes: (4) Evan Sweet, Roland Tooson, Nicole Brown, Patrick McLean

No: 3 Michelle King, Desirae Simmons, Steve Wilcoxon

Absent: (0)

Whereas, the City of Ypsilanti adopted a Special Events Policy, and pursuant to the policy, the City may waive park rental fees due to financial hardship for an event if it is of general interest to the public and advances the City's public image; and

Whereas, this year the Depot Town Cruise Nights, which are held on each Thursday starting in June and ending in September; and

Whereas, the applicants are requesting a waiver of all fees for the event due to financial hardship; and

WHEREAS, City Council agrees that waiving some of the fees associated to the event would be in the general interest of the public and advance the City's public image;

Now therefore be it resolved that the Ypsilanti City Council approves the request to reduce fees for the 2024 Depot Town Cruise Nights to the amount of \$1,838.20, which includes a refundable \$500 deposit.

Council Member McLean moved to approve amended Resolution No. 2024-112 approving the request to reduce fees for the 2024 Depot Town Cruise Nights to the amount of \$1,838.20. Council Member Tooson seconded the motion.

Yes: (4) Evan Sweet, Roland Tooson, Nicole Brown, Patrick McLean

No: 3 Michelle King, Desirae Simmons, Steve Wilcoxon

Absent: (0)

C. Resolution No. 2024-113 approving the honorary street naming of Woodward as Minnie Hughes Drive, and directing staff to install signage to reflect that name.

WHEREAS; Petitions were circulated to cause change of Woodward to Minnie Hughes Drive; and

WHEREAS; the petitions included at least 10 city electors; and

WHEREAS; Minnie Hughes was a mentor to community youth, and provided patience and grace to help them navigate times of trouble in their lives; and

WHEREAS; Minnie Hughes demonstrated a great faith in Jesus Christ and a commitment to their church and family; and

WHEREAS; Minnie Hughes loved her community and served with a gentle spirit; and

WHEREAS; Minnie Hughes was a mother to her neighbors on Washington Street where she lived for sixty-one years.

NOW THEREFOR BE IT RESOLVED; That the City Council of the City of Ypsilanti, hereby approve that the honorary street name of Woodward be Minnie Hughes Drive, and direct staff to install signage to reflect that name.

Council Member King moved to Approve Resolution No. 2024-113 approving the honorary street naming of Woodward as Minnie Hughes Drive, and directing staff to install signage to reflect that name. as presented. Mayor Pro Tem Wilcoxon seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

D. Resolution No. 2024-114 recognizing June 19th and authorizing to display the Juneteenth Flag from a window in Council Chambers viewable from Huron St., through the duration of the month.

Whereas, Juneteenth was recognized as a City Holiday, by passage of Resolution No. 2021-068, on April 6, 2021; and

Whereas, Ypsilanti, Michigan has a proud record of fighting bigotry, slavery and racism, including, prior to the Civil War being a part of the underground railway to help slaves to freedom, and sending soldiers, black and white to fight and die for the Union in the Civil War to free the slaves, and passing ordinances to prohibit discrimination, and

Whereas, June 19, 1865 marks when the final group of Black Americans understood that they were free, when Union Army General Gordon Granger landed in Galveston, where he read General Order #3, stating that all slaves were free, and that former masters and slaves were absolutely equal in personal and property rights. And

Whereas, Juneteenth, June 19, 1865, acting as the date of emancipation, became a long-standing day of celebration, meant to honor Black Americans resilience and the end of slavery, and

Whereas, it is fitting and proper for the City of Ypsilanti to honor and celebrate June 19 of every year as Juneteenth; and

Whereas, we must work together to continue to build a just Ypsilanti, free from prejudice, bigotry and racism.

NOW THEREFORE, it is hereby RESOLVED BY THE YPSILANTI CITY COUNCIL, that June 19th be recognized by the City of Ypsilanti, and display the Juneteenth Flag from a window in Council Chambers viewable from Huron St., through the duration of the month.

Council Member Tooson moved to Approve Resolution No. 2024-114 recognizing June 19th and authorizing to display the Juneteenth Flag from a window in Council Chambers viewable from Huron St., through the duration of the month. Council Member King seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

E. Resolution No. 2024-115 declaring June as "Pride Month" and directing staff to fly the Pride Flag, from a window in Council Chambers viewable from Huron St., through the duration of the month.

Whereas, President Bill Clinton declared June "Gay and Lesbian Pride Month" in June of 2000 to commemorate the June 1969 Stonewall riots in Lower Manhattan; and

Whereas, President Barack Obama expanded the commemoration further by declaring June Lesbian, Gay, Bisexual, and Transgender Pride Month; and

Whereas, Pride Month is not only a time of celebration, it is also an opportunity to peacefully protest and raise political awareness of current issues facing the LGBTQ+ community, and

WHEREAS, much ground has been gained since the 1969 Stonewall Riots, however, injustice and negative attitudes remain that threaten the LGBTQ+ community; and

WHEREAS, The City of Ypsilanti has a proud place in the history of LGBTQ+ equality in the successful passing of our Inclusive Non-Discrimination Ordinance in 1998, a historic victory that received national attention and acclaim; and

WHEREAS, while the City of Ypsilanti has a long and proud tradition of being an inclusive community, it recognizes as long as injustice exists it threatens all that has been accomplished.

Now therefore be it resolved that the Ypsilanti City Council of the City of Ypsilanti declare June as "Pride Month" and direct staff to fly the Pride Flag, from a window in Council Chambers viewable from Huron St., through the duration of the month.

Council Member Sweet moved to Approve Resolution No. 2024-115 declaring June as "Pride Month" and directing staff to fly the Pride Flag, from a window in Council Chambers viewable from Huron St. through the duration of the month. as presented. Mayor Pro-Tem Wilcoxon seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

F. Resolution No. 2024-116 removing Alexandra Anisimova from the Police Advisory Commission for a lack of attendance.

WHEREAS; Alexandra Anisimova was appointed the Police Advisory Commission on June 20, 2023; and

WHEREAS; often the demands of a voluntary board member make it difficult to attend required meetings; and

WHEREAS; Alexandra Anisimova has been absent for several meetings since being appointed to the commission.

BE IT RESOLVED That the City Council, of the City of Ypsilanti remove Alexandra Anisimova from the Police Advisory Commission for a lack of attendance.

Council Member Tooson moved to Approve the Resolution No. 2024-116 removing Alexandra Anisimova from the Police Advisory Commission for a lack of attendance. as presented. Mayor Pro-Tem Wilcoxon seconded the motion.

Yes: (6) Michelle King, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0) Evan Sweet

G. Resolution No. 2024-117 Appointing Michelle Marin to the Planning Commission with a term ending July 1, 2027

Mayor Pro-Tem Wilcoxon moved to Approve Resolution No. 2024-117 Appointing Michelle Marin to the Planning Commission with a term ending July 1, 2027 as presented. Council Member Sweet seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

H. Discussion about amending Chapter 102 – Traffic and Vehicles, Article III – Stopping, Standing, and Parking, Division 4 – Permit Parking In the Central Business District and Corner Health Parking Spots in the N. Huron Parking Lot.

Council Member Simmons moved to Postpone until July 2nd the Discussion about amending Chapter 102 – Traffic and Vehicles, Article III – Stopping, Standing, and Parking, Division 4 – Permit Parking In the Central Business District and Corner Health Parking Spots in the N. Huron Parking Lot. Council Member King seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

I. Reappointing Julia Bayha to the Sustainability Commission with a term ending May 1, 2027.

Council Member Simmons moved to Approve the Reappointing Julia Bayha to the Sustainability Commission with a term ending May 1, 2027. Council Member King seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Nicole Brown, Patrick McLean

No: 1 Steve Wilcoxon

Absent: (0)

J. Discussion regarding GCSI Proposal.

XI. BOARD AND COMMISSION - LIAISON REPORTS

A. Police Advisory Commission

Council Member Tooson reported:

- The next meeting is July 20th, 7p.m. to 9p.m.
- Last week's meeting was canceled due to a lack of quorum.

B. Human Relations Commission

Council Member King reported:

- The Commission will be bringing some ordinances forward at the next Council meeting.
- The last meeting consisted of a joint meeting with YPAC.
- They are working on mental health issues.
- Discussed a location for the community forum and how that will work.

C. Parks and Arts Commission

Council Member Sweet reported:

- The last meeting was May 20th, but Council Member Sweet was not able to attend.
- There has been a conversation about some Ordinance revisions.
- They will tour the park system as a group on June 10th.
- Tentative date for Fall River Days is September 29th.

D. Sustainability Commission

No report.

E. Historic District Commission

Council Member McLean reported that the next meeting is June 11th.

F. Planning Commission

Mayor Pro Tem Wilcoxon reported:

- The Commission declined to take up the EMB Ordinance and will revisit it in June.

- They deliberated on a site plan for a peace plaza at the Centennial Building and approved it with contingencies. The PUD for this site was also discussed. The developer has come to the commission because there are still lawsuits over the easements.

G. Zoning Board of Appeals

Mayor Pro Tem Wilcoxen reported that they did not meet.

XII. LIAISON REPORTS

A. SEMCOG Update

No report.

B. Washtenaw Area Transportation Study

No report.

C. Urban County

The Mayor reported that there is a meeting coming up.

D. Ypsilanti Downtown Development Authority

Mayor Brown reported:

- Last meeting they approved special events sponsorship.
- Discussed the IGA (intergovernmental Agreement)
- Meeting for Plaza Stakeholders coming up, which Mayor Brown intends to attend.

E. Friends of Rutherford Pool

Mayor Pro Tem Wilcoxen reported:

- They did not open on Memorial Day weekend.
- They got resurfaced and the pool was filled.
- They will open next weekend.
- They sold out of swimming lessons.

XIII. COUNCIL PROPOSED BUSINESS

Council Member Tooson -

- Got to see four new police officers sworn in this morning.

A motion was made by Council Member Sweet, supported by Council Member Tooson, to extend the meeting to 11:45 p.m. The motion passed unanimously.

Council Member McLean -

- What can we do about issues going on in Normal Park, particularly on Congress that are reaching dangerous proportions.
- Had good conversations about Trees with DPS Director Wessler.

Council Member Sweet -

- Glad to see the pedestrian gateway signs out - he's heard a lot of positive feedback.
- Noticed additional signage placed at the Washtenaw and Hamilton intersection, both overhead and on street - thanks to staff and anyone who had a hand in that.

Mayor Pro Tem Wilcoxen -

- Saturday is Normal Park yard sale.
- Sunday the Non-Motorized Advisory Committee and Bike Ypsi are sponsoring a ride to explore the new infrastructure for bike paths.

Council Member Simmons -

- On May 18th joined a group of residents to plant pollinators and natural gardens on awkward island.
- Looking for cost estimates for bathrooms in the park - could there be rentals and what are the costs?
- Looking to have a conversation about rental costs.
- Asking for possible revenue streams available for cities and municipalities.
- Concerns about parking lot at Riverside Park closing early.

Council Member King -

- Highlighted some local businesses, including Candy Coated Creamery, 1076 N Huron River Dr., and Love at First Try.
- The speed monitor at Perry has not been on in about a week.
- Congratulations to all the 2024 graduates in Ypsilanti.

A motion was made by Council Member Tooson, supported by Council Member Sweet, to extend the meeting to midnight. The motion passed unanimously.

XIV. COMMUNICATIONS FROM THE MAYOR

- Women on the Move had their Inaugural Gala last weekend.
- Participated in the Memorial Day Procession.
- Shared sad news, that Tommie Frye passed away. He was an integral part in keeping Parkridge Community Center open.
- Has received positive feedback on new City Clerk, Tracey Boudreau.

XV. COMMUNICATIONS FROM THE CITY MANAGER

- Building Department Manager started today.
- Encourage Council to submit budget questions or proposals to staff by end of this week.
- Department Heads meeting are meeting to discuss external and internal workflows and reduce redundancies and increase efficiencies.
- Will meet with HRC to go over the legislation process and best practices.
- Department Heads evaluations scheduled for beginning of July.
- IGA amendment should come forward in June.

XVI. COMMUNICATIONS

A. Memo regarding the Human Relations Commission and proposed Ordinance Changes.

XVII. PUBLIC COMMENT (3 MINUTES)

One member of the public spoke.

XVIII. REMARKS FROM THE MAYOR

XIX. ADJOURNMENT

A. Resolution No. 2023-118, adjourning the City Council Meeting.

Mayor Brown adjourned the meeting at 11:52 p.m.

B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



REQUEST FOR LEGISLATION
June 18, 2024

For: Mayor and City Council

From:

Subject: Resolution No. 2024-137, approving the minutes of the June 4, 2024 Regular Council Meeting.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. 6-04 Min Resolution
2. June 4, 2024 Council Meeting Minutes

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 18, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-139
June 18, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of the June 4, 2024, City Council Meetings be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**MINUTES
REGULAR COUNCIL MEETING
6:00 PM - Tuesday, June 4, 2024
Council Chambers
One South Huron, Ypsilanti, MI 48197**

I. CALL TO ORDER

Mayor Brown called the meeting to order at 6:01 p.m.

II. ROLL CALL

PRESENT at roll call were Mayor Brown, Mayor Pro-Tem Wilcoxon, Council Member King, Council Member Tooson, Council Member McLean, Council Member Simmons, and Council Member Sweet (arrived at 6:05 p.m.).

ABSENT: None

III. PLEDGE OF ALLEGIANCE

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

IV. AGENDA APPROVAL

Council Member Simmons moved, supported by Council Member King, to add a resolution for a fee waiver for Growing Hope's Farmers Market. The motion passed unanimously.

Council Member Simmons requested to table Resolution No.2024-132.

The request failed as follows: Yeas: (3) Simmons, King, and Wilcoxon; Nos: (4) Brown, Sweet, Tooson, and McLean.

The agenda was adopted as amended.

V. PUBLIC COMMENT (3 MINUTES)

9 members of the public spoke.

VI. PRESENTATIONS

VII. ORDINANCES

- A. Ordinance No. 1433 - An ordinance to amend Article III Discrimination of Chapter 58 Human Relations, being Section 58-67 Information and investigation, to enhance transparency, impartiality, and effectiveness in addressing complaints of discriminatory practices within the city".**

Resolution No. 2024-119, determination.

Public Hearing Resolution No. 2024-120, close the public hearing.

Council Member King moved to Postpone, until after the June 20th HRC meeting, the first reading of Ordinance No. 1433 - An ordinance to amend Article III Discrimination of Chapter 58 Human Relations, being Section 58-67 Information and investigation, to enhance transparency, impartiality, and effectiveness in addressing complaints of discriminatory practices within the city".

Resolution No. 2024-119, determination.

Public Hearing Resolution No. 2024-120, close the public hearing. as presented. Council Member McLean seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

- B. Ordinance No. 1434 - Entitled "An ordinance to amend Article III Discrimination of Chapter 58 Human Relations, Sections 58-61 Intent, to eliminate ambiguous language that inadvertently permits discrimination against individuals with felony and misdemeanor criminal records". Resolution No. 2024-121, determination.**

Public Hearing Resolution No. 2024-122, close the public hearing.

Council Member Simmons moved to Postpone Ordinance No. 1434 - Entitled "An ordinance to amend Article III Discrimination of Chapter 58 Human Relations, Sections 58-61 Intent, to eliminate ambiguous language that inadvertently permits discrimination against individuals with felony and misdemeanor criminal records".

Resolution No. 2024-121, determination.

Public Hearing Resolution No. 2024-122, close the public hearing. as presented. Council Member Tooson seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

- C. Resolution No. 2024-123, adopting Ordinance No. 1426, entitled "2024-2025 Tax Levy Ordinance". (Second Reading)**

Council Member McLean moved to Approve Resolution No. 2024-123, adopting Ordinance No. 1426, entitled "2024-2025 Tax Levy Ordinance". (Second Reading) as presented. Council Member Tooson seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

- D. Resolution No. 2024-124, adopting Ordinance No. 1427, entitled "An Ordinance to Amend Budget Appropriations by Department and Major Organizational Unit for the Fiscal Years 2023-2024". (Second Reading)**

Council Member Tooson moved to Approve Resolution No. 2024-124, adopting Ordinance No. 1427, entitled "An Ordinance to Amend Budget Appropriations by Department and Major Organizational Unit for the Fiscal Years 2023-2024". (Second Reading) as presented. Council Member Sweet seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

- E. Resolution No. 2024-125, adopting Ordinance No. 1428, entitled "An Ordinance to Adopt Budget Appropriations by Department and Major Organizational Unit for the Fiscal Years 24-25 and 25-26". (Second Reading)**

Council Member Simmons moved to amend Ordinance No. 1428 by amending the Budget to add \$285,795 for an unarmed response pilot program. Council Member King seconded the motion. Council Member McLean offered, supported by Council Member Tooson, to table the motion. Yes: (6) Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxon, Nicole Brown, Patrick McLean No: (1) Desirae Simmons. Absent: (0)

Council Member King moved to amend Ordinance No. 1428 by amending the Budget to include a 4.5% raise for Council Members. Council Member Simmons seconded the motion. Yes: (2) Michelle King and Desirae Simmons; No: (5) Evan Sweet, Roland Tooson, Steve Wilcoxon, Nicole Brown, Patrick McLean; Absent: (0)

Council Member King moved to amend Ordinance No. 1428 by amending the Budget to include \$2,000 for the Human Relations Commission. The motion died for lack of support.

Council Member McLean moved to amend Ordinance No. 1428 by amending the Budget to include establishing a Budget Stabilization Fund, as follows:

That there is hereby established a Budget Stabilization Fund in the accounts of the City of Ypsilanti. The Budget Stabilization Fund shall contain moneys for the purpose of providing financial resources in times of economic downturn or fiscal emergency when normal revenue streams are severely reduced.

That there is hereby transferred \$2 million from the fund balance of the General Fund (Fund 101) into the Budget Stabilization Fund.

That removal of funds from the Budget Stabilization Fund shall require the affirmative vote of five members of City Council.

Council Member Tooson seconded the motion. Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxon, Nicole Brown, Desirae Simmons, and Patrick McLean No: (0); Absent: (0)

Council Member McLean moved to amend Ordinance No. 1428 by amending the Budget to include establishing a vacancy credit, as follows:

That there is hereby established a vacancy credit within the budget of the city of Ypsilanti. The vacancy credit shall reduce personnel appropriations for each agency by a percentage that represents the anticipated vacancy levels for the fiscal year 2024-25 and 2025-26. The vacancy credit shall be shown in each departmental budget as a negative appropriation, and the overall departmental budget shall be reduced by a like amount.

The vacancy credit shall be set at 4.5 percent for fiscal years 2024-25 and 2025-26.

The vacancy credit shall apply only to personnel paid in whole or in part by the General Fund (Fund 101).

The Director of Finance shall establish a non-departmental appropriation line equal to 20 percent of the total vacancy credit. This line shall be used to cover necessary personnel expenses in cases where a departmental vacancy level is less than the established vacancy credit level.

Council Member Wilcoxon seconded the motion. Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxon, Nicole Brown, Desirae Simmons, and Patrick McLean No: (0); Absent: (0)

Council Member McLean moved to amend Ordinance No. 1428 by amending the Budget to reduce some line items and increase other line items as follows:

That the following line items within each departmental budget are reduced by the stated percentages:

- Contractual Services - 2.5%
- Office Supplies - 7%
- Professional Development - 3%
- Operational - 5%

That the following sources of revenue are increased by the amounts stated:

- Marijuana dispensaries - \$110,000
- Investment income - \$85,000
- PA 289 - \$200,000

Council Member Tooson seconded the motion. Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxon, Nicole Brown, Desirae Simmons, and Patrick McLean No: (0); Absent: (0)

A motion was made by Mayor Pro Tem Wilcoxon, supported by Council Member Sweet, to extend the meeting to 10:30 p.m. The motion passed unanimously.

Council Member McLean moved to amend Ordinance No. 1428 by amending the Budget to regulate the expenditure of unappropriated funds. Council Member Tooson seconded the motion. A motion was made by Mayor Pro Tem Wilcoxon, supported by Council Member Simmons, to table the motion. Yes: (5) Michelle King, Evan Sweet, Steve Wilcoxon, Nicole Brown, and Desirae Simmons, No: (2) Roland Tooson, and Patrick McLean; Absent: (0)

Mayor Pro Tem Wilcoxon moved to remove from the table the motion by Council Members Simmons and King to amend Ordinance No. 1428 by amending the Budget to add \$285,795 for an unarmed response pilot program. Council Member Sweet seconded the motion. The motion passed unanimously.

A motion was made by Council Member Tooson, supported by Council Member Simmons, to extend the meeting to 1:00 a.m. The motion passed unanimously.

With a motion on the floor by Council Members Simmons and King, Mayor Pro Tem Wilcoxon moved, supported by Council Member Sweet, to call the question. The question motion passed unanimously. Council voted on the unarmed response pilot program as follows: Yes: (3) Michelle King, Steve Wilcoxon, and Desirae Simmons; No: (4) Evan Sweet, Roland Tooson, Nicole Brown, Patrick McLean; Absent: (0)

Mayor Pro Tem Wilcoxon moved to remove from the table the motion by Council Members McLean and Tooson to amend Ordinance No. 1428 by amending the Budget to regulate the expenditure of unappropriated funds. Council Member Tooson seconded the motion. The motion passed unanimously. Council voted on the resolution as follows: Yes: (4) Evan Sweet, Roland Tooson, Nicole Brown, Patrick McLean; No: (3) Michelle King, Steve Wilcoxon, and Desirae Simmons; Absent: (0) The amended resolution reads as follows:

That subsequent to the approval by City Council of the annual budget appropriations ordinance, any resolution or ordinance that requires expenditures for which funds have not been appropriated requires a written statement of the anticipated cost and the source of such funding.

That any resolution or ordinance for which the source of funding is the General Fund (Fund 101) fund balance shall require an affirmative vote of five members of the City Council if the cost is greater than or equal to \$10,000.

Council Member Simmons moved to amend Ordinance No. 1428 by amending the Budget to add \$50,000 to the Housing Trust Fund both years. Council Member King seconded the motion. Yes: (5) Michelle King, Evan Sweet, Steve Wilcoxon, Nicole Brown, and Desirae Simmons; No: (2) Roland Tooson, and Patrick McLean; Absent: (0)

Council Member Simmons moved to amend Ordinance No. 1428 by amending the Budget to move \$7,500 from the Council Budget, Membership and Dues to utilize for Boards and Commissions. Council Member Sweet seconded the motion. Yes: (6) Michelle King, Evan Sweet, Roland Tooson, Nicole Brown, Desirae Simmons, and Patrick McLean No: (0); Absent: (1) Steve Wilcoxon.

Council Member Sweet moved to amend Ordinance No. 1428 by amending the Budget to add proposed DPS seasonal part-time staffing positions, which will be funded from Salary and Wages Budgets, across all funds. Yes: (6) Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxon, Nicole Brown, and Patrick McLean; No: (0); Abstain: (1) Desirae Simmons; Absent: (0)

Council Member Sweet moved to Approve Resolution No. 2024-125, adopting Ordinance No. 1428, entitled "An Ordinance to Adopt Budget Appropriations by Department and Major Organizational Unit for the Fiscal Years 24-25 and 25-26", as amended. (Second Reading) Mayor Pro-Tem Wilcoxon seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 0 None
Absent: (0)

F. Resolution No. 2024-126, adopting Ordinance No. 1431, entitled "an ordinance to amend Chapter 10, Article VI - Events ". (Second Reading)

Mayor Pro-Tem Wilcoxon moved to Approve Resolution No. 2024-126, adopting Ordinance No. 1431, entitled "an ordinance to amend Chapter 10, Article VI - Events ". (Second Reading) as presented. Council Member King seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 0 None
Absent: (0)

G. Resolution No. 2024-127, adopting Ordinance No. 1432, entitled "an ordinance to amend Chapter 86, Article II – Collection and Disposal". (Second Reading)

Council Member McLean moved to Approve Resolution No. 2024-127, adopting Ordinance No. 1432, entitled "an ordinance to amend Chapter 86, Article II – Collection and Disposal". (Second Reading) as presented. Council Member Sweet seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 0 None
Absent: (0)

VIII. RESOLUTIONS/MOTIONS/DISCUSSIONS

A. Resolution No. 2024-128, approving the minutes of the May 28, 2024 Regular Council Meeting.

This resolution was moved to the next agenda.

B. Resolution No. 2024-129, authorizing the City Treasurer to levy and assess the Summer 2024 Special Assessments.

Council Member Sweet moved to Approve Resolution No. 2024-129, authorizing the City Treasurer to levy and assess the Summer 2024 Special Assessments. as presented. Mayor Pro-Tem Wilcoxon seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 0 None
Absent: (0)

C. Resolution No. 2024-130 Appointing Carl Schier to the Planning Commission with a term ending May 28, 2027

Mayor Pro-Tem Wilcoxon moved to Approve Resolution No. 2024-130 Reappointing Carl Schier to the Planning Commission with a term ending July 1, 2027 as presented. Council Member Sweet seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

D. Resolution No. 2024-130 Appointing Michael Simmons to the Planning Commission with a term ending July 1, 2027

Council Member Simmons moved to Approve Resolution No. 2024-130 Reappointing Michael Simmons to the Planning Commission with a term ending July 1, 2027 as presented. Mayor Pro-Tem Wilcoxon seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

E. Resolution No. 2024-132 Appointing Bryan Foley to the Sustainability Commission with a term ending May 1, 2027

Mayor Pro-Tem Wilcoxon moved to Approve Resolution No. 2024-132 Reappointing Bryan Foley to the Sustainability Commission with a term ending May 1, 2027 as presented. Council Member Tooson seconded the motion.

Yes: (5) Evan Sweet, Roland Tooson, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 1 Desirae Simmons

Absent: (1) Michelle King

F. Resolution No. 2024-133 Appointing Georgina Hickey to the Zoning Board of Appeals with a term ending July 1, 2027

Council Member Tooson moved to Approve Resolution No. 2024-133 Reappointing Georgina Hickey to the Zoning Board of Appeals with a term ending July 1, 2027 as presented. Mayor Pro-Tem Wilcoxon seconded the motion.

Yes: (6) Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (1) Michelle King

G. Resolution waiving all Special Event fees, in the estimated amount of \$1,035, for the Growing Hope Farmers Market on July 27, 2024.

Council Member Simmons moved to Approve the Resolution waiving all Special Event fees, in the estimated amount of \$1,035, for the Growing Hope Farmers Market on July 27, 2024. as presented. Council Member McLean seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

IX. BOARD AND COMMISSION - LIAISON REPORTS

A. Police Advisory Commission

Council Member Tooson reported that residents can attend the next meeting on June 20th, or the joint meeting with HRC on June 27th.

B. Human Relations Commission

Council Member King reported that the meeting of June 13th might move to June 20th before the joint meeting with YPAC, so the HRC can meet on their own as well.

C. Parks and Arts Commission

Council Member Sweet reported that the Fall River Day will be Sunday, September 19, 2024.

D. Sustainability Commission

Council Member Simmons reported that the next meeting is next week.

E. Historic District Commission

Council Member McLean reported that the next meeting is next week.

F. Planning Commission

No report.

G. Zoning Board of Appeals

No report.

X. LIAISON REPORTS

A. SEMCOG Update

No report.

B. Washtenaw Area Transportation Study

No report.

C. Urban County

Mayor Brown reported that the next meeting is tomorrow.

D. Ypsilanti Downtown Development Authority

Mayor Brown reported that they will meet soon and the IGA is under review.

E. Friends of Rutherford Pool

Mayor Pro Tem Wilcoxen reported that the pool is open!

XI. COUNCIL PROPOSED BUSINESS

Council Member King -

- Please update the City website for current members of the HRC.
- Wondering about the zipline project & DPS Director indicated there is currently no timeline set.

Council Member Simmons -

- Attended Freighthouse Plaza Stakeholders meeting.
- Participated in the Bike Ypsi & Non-Motorized Committee sponsored ride.

Mayor Pro Tem Wilcoxen -

- Also attended bike event and commented on the great addition of the bike box at intersections.
- College Heights neighborhood is having their garage sale this weekend.
- Reiterating an offer to Council Members for a canoe ride to the Dam and down to Spring Street.

Council Member Sweet -

- Reminder for DDA meeting on June 10th regarding the potential of a plaza project.

Council Member McLean -

- Thank you to Council and the Administration for all the Budget work.

Council Member Tooson -

- Wants to highlight all the high school graduates and uplift them for all of their accomplishments.

- Attended the Ann Arbor African American Festival last weekend which got him excited about Ypsi's Juneteenth festivities.
- Come out to Parkridge Park on June 10th for baseball.

XII. COMMUNICATIONS FROM THE MAYOR

- Pleased with the turnout for the Plaza meeting.
- The next few days will be hot, so try to stay cool and safe - there are County cooling sites.
- The Secretary of State is bringing a mobile SOS Unit to our Saturday Juneteenth celebration.

XIII. COMMUNICATIONS FROM THE CITY MANAGER

The administration will bring forward an IGA at the next meeting.

XIV. COMMUNICATIONS

XV. PUBLIC COMMENT (3 MINUTES)

XVI. REMARKS FROM THE MAYOR

XVII. ADJOURNMENT

A. Resolution No. 2024-134, adjourning the City Council Meeting.

Mayor Brown adjourned the meeting at 11:59 p.m.

B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



REQUEST FOR LEGISLATION
June 18, 2024

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Resolution No. 2024-140 approving the 2nd amendment to the 2016 City and DDA Intergovernmental Agreement as amended.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. City and DDA 2024 IGA Amendments RFL and Resolution 2nd amendment
2. 2nd amendment
3. Map holidays
4. Map Litter Route
5. Map banner area 1
6. Map trees
7. First Addendum to IGA with City
8. AMENDED DDA TIF Contract 11172015 w adopted changes (2)

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 18, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION
June 18, 2024

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: City and DDA 2016 Intergovernmental Agreement 2nd Amendment

SUMMARY & BACKGROUND:

The city administration and the DDA have met and discussed provided greater clarity to what both parties are responsible for, in terms of this agreement.

Many of the services provided to the DDA to the City have not been codified in a formal agreement creating a lack of services provided to the DDA by the city. Historically, the city has provided accounting, payroll, and health insurance administration, installation of street furniture, maintenance of the Maple Street Lot, the hanging of banners in the district, etc. However, there is no agreement in place to hold either party accountable for both billing, and operations.

For both entities to function to the benefit of each other, it is paramount that there is a full understanding by both parties of what is to be expected. Grey areas only create distrust, which is detrimental to the success of the downtown districts in the City of Ypsilanti. We will be stronger working cohesively rather than adversarial.

RECOMMENDED ACTION: Approval

ATTACHMENTS: 2016 IGA Amendment, 2022 1st Amendment

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The DDA and City are interested in amending the agreement and the parties are desirous of working together for the general greater benefit of the City and its downtown districts.; and

WHEREAS, The City has been providing trash pick-up services and holiday lighting installation to the DDA for many years in the DDA districts, which both parties wish to continue.; and

WHEREAS; to better codify what is expected of both parties, the city and downtown development authority, wish to provide greater detail to the agreement; and

WHEREAS, This agreement is to modify the 1st amendment to the 2016 IGA between the City and DDA to more accurately reflect the services needed and cost of providing those services.; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve 2nd amendment to the 2016 City and DDA Intergovernmental Agreement as amended.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Second Amendment and Complete Restatement of
Intergovernmental Agreement for Services
City of Ypsilanti and Ypsilanti DDA

The City of Ypsilanti (City), a Michigan Home Rule City at 1 South Huron Street, Ypsilanti MI 48197 and the Ypsilanti Downtown Development Authority (DDA) at 1 South Huron Street, Ypsilanti, MI 48197 for the mutual promises and benefit of each enter into this Intergovernmental Agreement:

General Recitals

The DDA is a combination of several DDAs established by the City by ordinance. The DDA established several Tax Increment Financing (TIF) Districts and City approved the several TIF Plans. For the purposes of this agreement (Agreement), the DDA consists of the areas encompassed by the Depot Town TIF, the West Cross TIF, and the Downtown TIF; this specifically excludes the Water Street TIF.

The parties both understand that it is important for the parties to agree on the prioritizing and expenditure of funds, especially funds raised from DDA tax increment financing. This agreement is to document the agreement of the parties.

The parties agree:

1. Financial Administration Including the following
 - a. Accounting
 - b. Payroll
 - c. Benefits
 - d. Accounts Payable
2. With consultation of the DDA Director the city will hire an administrative employee to be shared between the Downtown Development Authority and the Community Services Department. The cost for salary and benefits for this employee will be funded at 50% from the DDA and 50% from the City.
3. **Information technology and communications.** City will provide IT and telephone services with cost based on equipment used by the DDA.
4. **Office space.** City will provide an office for the DDA Director.
5. **Holiday lighting.** City will provide annual Winter Holiday Lighting and Décor installation and removal throughout the DDA.
 - a. All materials, including storage containers, will be provided by the DDA with input from the DPW for reasons of practicality. The

DDA will be responsible for the costs associated with replacing broken or worn-out decorations or storage containers.

- b. City may store all materials during the remainder of the year. If the City stores these materials, the City specifically and categorically rejects all claims of damages or loss during the time of such storage.
- c. The DDA will be responsible for confirming the lighting plan by September 30th of each year.
- d. Holiday lighting and décor will be installed December 1st and removed March 1st. If a either date falls on a weekend, holiday, or previously scheduled event, the installation or removal will occur on the next work day.
- e. Holiday lighting and décor shall consist of garland/artificial greenery and lighting (where power is available) on the decorative light poles on:
 - Michigan Avenue, Hamilton to the Huron River;
 - Cross, Huron River to River Street
- f. Trees will not be decorated by the City for the holidays. The City consents to allow the DDA to contract out decoration of the evergreen tree located in the Depot Town TIF near the railroad tracks, or another single evergreen mutually agreed upon by both parties. Public trees may be decorated at the cost of the DDA but must be authorized by the City Manager. The parties will execute an agreement for removal and if damage occurs to the trees.

6. Street Trees. Street trees in tree pits will be trimmed by City at least every 3 years.

- a. The DDA will be responsible for replacement cost of any street trees significantly damaged or removed from tree pits in streetscaped areas within the districts, if replacement is requested. DDA may contract for site preparation and for installation. Tree species and specimens will be chosen in consultation with the DPW. If the DPW waives the right to consult, tree species and specimens will be selected by a certified arborist. All required permits will be acquired by the DDA.
- b. No in-ground irrigation will be provided or permitted.
- c. SEE MAP – tree pits only

7. Solid Waste Collection.

- a. The City shall provide tri-weekly (April through November) or bi-weekly (December through March) pedestrian trash receptacle service of sixty-seven (67) trash cans in the DDA areas.
 - i. 8 in the West Cross TIF

- ii. 20 in Depot Town TIF
 - iii. 39 in the Downtown TIF
- d. Cans may be added or removed based on joint consultation and agreement between the City and the DDA. If a can is to be added, the DDA will bear the cost of the new can. If a can must be replaced due to damage or wear, the DDA will bear the cost of a new can. If a can is to be added, removed, or relocated, the parties will agree to this in writing.
- e. The style of any new cans purchased will be based on mutual consent of the parties.
- f. The parties recognize that the City may choose to contract out this service. Such contracting will not affect the IGA.
- g. The parties recognize that the pedestrian recycling cans are an amenity and a pilot program. These cans are currently picked up every other week. Pedestrian recycling cans may be removed at any time by the City; the DDA will be notified of this action. The DDA will not be entitled to waste stream data.
- h. The City recognizes that the DDA contracts for dumpster service in certain City properties, including the Downtown TIF in dumpster corrals in the North Adams parking lot, North Huron parking lot, and South Huron parking lot. It is the DDA's exclusive responsibility to ensure these areas are kept clean and contaminants from these waste collection areas do not enter the stormwater system. From time to time the parties may agree to move the dumpsters temporarily for construction or other good cause. The DDA may choose to expand this service in other areas but in any new case will conform to dumpster screening provisions of the zoning ordinance or seek a variance from such.
- 8. **Cigarette butt recycling containers.** The City will not install, clean, or otherwise maintain the DDA's cigarette butt recycling containers. The DDA may choose to place additional or replace existing upon consultation with and permission of the City. The City assumes no liability.
- 9. **Depot Town Drinking Fountain.** The parties recognize that the DDA desires to operate a public drinking fountain at the south end of the pedestrian alley, tax parcel # 11-11-04-463-008 and approximately addressed as 31 E Cross. The City agrees to allow the drinking fountain under the following terms and conditions:
 - a. The DDA will be wholly responsible for purchasing the water fountain.

- b. The water fountain will not impinge upon any required clearances for a five-foot (5') clear path of travel for pedestrians.
 - c. The DDA will bear liability for any claims regarding the water fountain
- 10. **East Cross Street Raingardens.** The DDA will assume all responsibility for the ongoing maintenance, including but not limited to planting and cleaning, of the streetscape rain gardens along East Cross from Rice to River St. These will be maintained in alignment with best practices for raingardens and any changes to the plantings, apart from changes in areas designated for annuals, will be performed in consultation with the DPW and with professionals experienced in rain garden design and maintenance.
- 11. **Streetlighting.** The City contracts with DTE to provide streetlighting. Currently, the majority of the lights within the DDA are considered "non-stock", requiring the City to hold stock of posts and luminaires. There is no reduction in annual cost to the City for such, nor is the City prepared to store such stock or fund replacement materials. The DDA understands that the City will pursue moving forward with a transition to stock poles and luminaires and that the DDA and the City may enter into a separate agreement regarding the capital costs and timeline of such a switch.

INVOICED SERVICES

- 12. **Streetscape items.** City will install up to 3 streetscape items (benches, concrete planters, and bike parking) and invoice DDA for labor and materials. Materials and streetscape items will be chosen in consultation with the DDA, but City will be the final approval of items chosen.
 - a. Locations for these items will be chosen in consultation with DPW to ensure minimal utility conflict, and not predetermined by the DDA or their partners.
 - b. If these items are damaged, destroyed, or stolen, the City will not repair or replace them.
 - c. The City will make all effort when granting right of way permits to minimize conflict with streetscape items.
 - d. If and when streetscape items may be damaged such that they present a danger to the travelling public, the City may relocate or remove those items as they see fit. (for instance, when the downtown planters are crashed into)
 - e. The DDA recognizes that the City does not own or control the right-of-way on state trunklines and that additional permits may be required in certain circumstances. The DDA will seek those permits as required.

- f. SEE MAP: city will not install a new hardscape base for street furniture; city will only install on hardscape.
- 13. **Banners.** City will install & remove light-post mounted banners up to three times per year and invoice the DDA for fees per fee schedule plus any overtime.
 - a. It is understood that banners are able to be placed only on decorative lights Downtown (Michigan, Hamilton to the Huron River) and Depot Town (Huron Street to River Street), as these are the only ones with banner arms.
 - b. SEE MAP
- 14. **Parking Lots.** Historically, the DDA has maintained the landscaping in the N Adams, N Huron, and S Huron parking lots via contracted forces. The City has controlled policy, including pricing, and is responsible for stormwater management, snow removal, and capital improvements in these lots as well as the Frog Island and Freighthouse parking lots.
 - a. The parties understand that from time to time the DDA may wish to accelerate the capital improvement or capital preventative maintenance of the public parking areas or other spaces. The parties agree that each instance will be negotiated separately.
 - b. Any significant changes in the landscaping by either party will be done in consultation with the other party. The City will have the final determination in any change in any City lot.
- 15. **Events.** From time to time, the City receives requests by private and public entities to close streets within the DDA area for events. The City will require each street closure event, other than the Memorial Day Parade and Fourth of July Parade, to be approved by the DDA Board by resolution no less than 30 days prior to the street closure. Recurring events may be approved by a single vote/resolution in which all dates are specified, but in no case may such an approval span more than a single calendar year.
 - a. The City will develop and approve “standard” street closures for East Cross and Washington Streets. Approval of any street closures other than those standards will require a supermajority vote and each date of each event must be voted upon individually.
 - b. The City will not unreasonably deny events so approved.
- 16. **Real estate held by the DDA.** The DDA currently owns the Maple Street Parking Lot. The DDA acknowledges that the City has no maintenance responsibilities for these areas unless under separate

agreement, and these properties will be treated as held by a separate entity and subject to all applicable ordinances and standards.

17. **Separate agreements possible.** Notwithstanding the above, the DDA may request additional services from the City, including the DPW, Finance, or Community Services Department (CSD). Such requests will be made and directed via the City Manager. These services may be provided as capacity permits, and the DDA understands that they may be billed for such services. Every effort will be made to provide an estimate of any costs prior to engaging in any requested activity.
18. DDA shall compensate and pay the City for the services described herein in the amount of twenty percent (24%) of the gross funds received by the DDA from TIF plan capture in each of the Downtown, Depot Town and Cross Street TIFs.

- a. This agreement does not apply to the Water Street TIF.
- b. The amounts shall be adjusted in the event of the addition or deletion of any TIF district.

For example: This example is assuming that the Downtown District, Depot Town District, and the Cross Street District generate a total of \$100,000 in gross funds to the DDA. If the Downtown District generates 50% (\$50,000), the Depot Town District generates 20% (\$20,000), and the Cross Street District generates 30% (\$30,000) of the gross revenue to the DDA and any of those TIF Districts expires on their terms or is terminated by the City Council, then the DDA would owe the City the following:

- *If Downtown District expires or is terminated, the amount paid by the DDA to the City per year (\$20,000) would be reduced by \$10,000 ($\$20,000 \times .50 = \$10,000$). The DDA would therefore owe the City \$10,000 per year after the Downtown District expires or is terminated.*
- *If Depot Town District expires or is terminated, the amount paid by the DDA to the City per year (\$20,000) would be reduced by \$4,000 ($\$20,000 \times .20 = \$4,000$). The DDA would therefore owe the City \$16,000 per year after*

the Depot Town District expires or is terminated.

- *If the Cross Street District expires or is terminated, the amount paid by the DDA to the City per year (\$20,000) would be reduced by \$6,000 ($\$20,000 * .30 = \$6,000$). The DDA would therefore owe the City \$14,000 per year after the Cross Street District expires or is terminated.*

- c. If the amount of gross funds received by the DDA from TIF plan capture increases or decreases by more than ten percent (10%) in any fiscal year, the City and the DDA shall meet to ensure that the twenty-four percent (24%) fee charged by the City in this Section 5 of the Agreement is equal to the cost of providing the services contained in this Agreement.

10. Payments under this Intergovernmental Agreement shall be made by the City deducting said amount from the budget appropriation for the DDA each year.
11. The parties will continue to coordinate on DDA bond opportunities and the Depot Town TIFA shall not expend more than \$25,000 within one fiscal year on any one project without the mutual consent of City Council and the DDA Board.
12. The DDA agrees to prioritize bond opportunities to help provide funds for the future train or rail stations and additional parking in Depot Town for not more than 35% of the total Depot Town TIF capture.
13. This agreement shall be reviewed every three years and amended if agreed by the parties.
14. Each provision of this Intergovernmental Agreement shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any portion of this contract is invalid or illegal, such decision shall not affect the rest of this contract, which shall remain in full force and effect.
15. This Intergovernmental Agreement is to be performed in the City of Ypsilanti, Washtenaw County, Michigan and all legal venue shall exclusively lie therein.

16. This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

17. This Intergovernmental Agreement shall inure to the assigns and successors of the parties.

This agreement may be terminated by agreement of the parties or on 90 days' notice of either party. All financial obligations shall be prorated to the date of termination.

IN WITNESS WHEREOF, the undersigned have set their hands:

For the CITY OF YPSILANTI

Nicole Brown, Mayor

Date: _____

Tracey Boudreau, Clerk

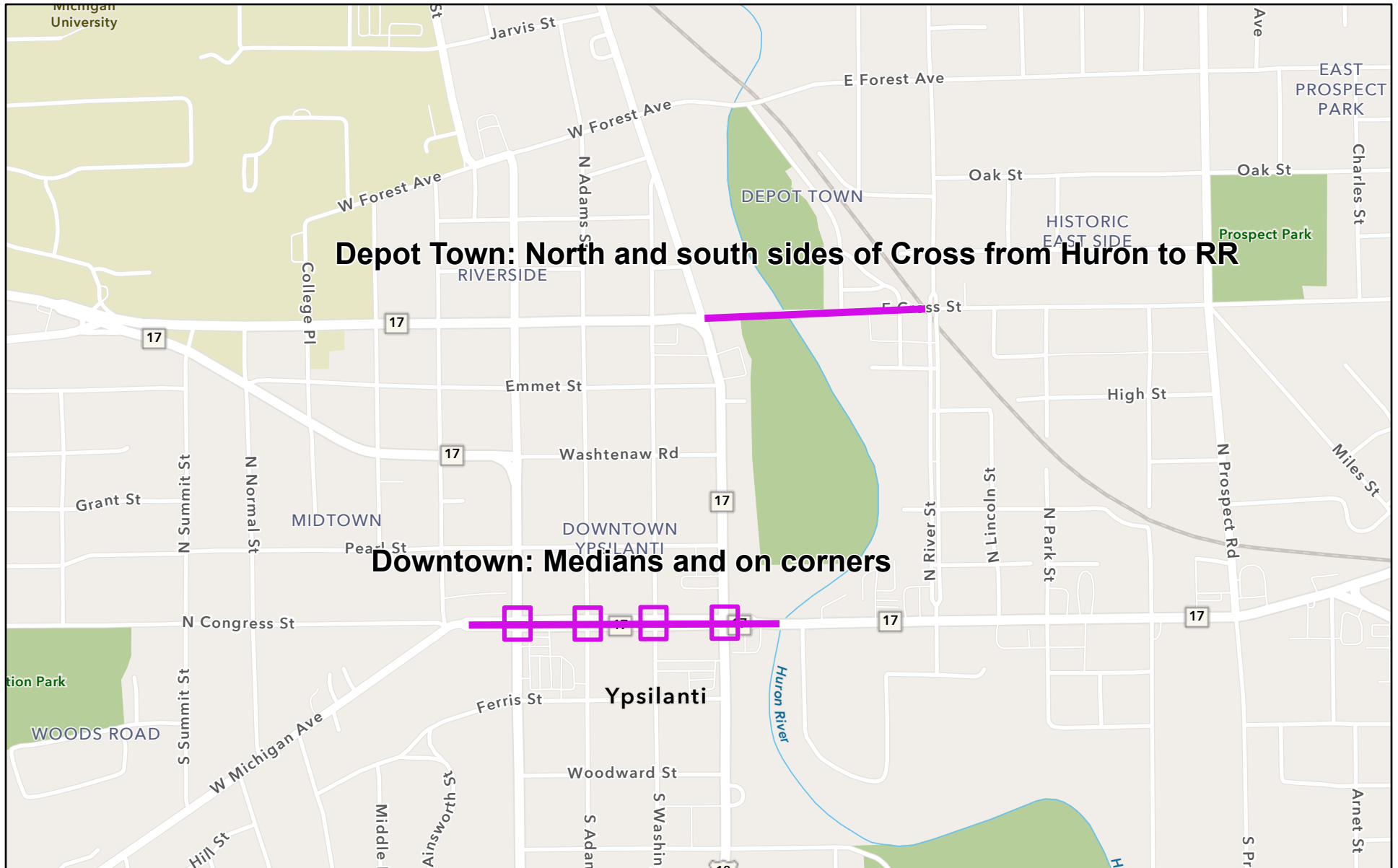
Date: _____

For the YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY

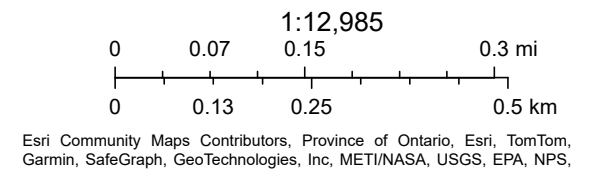
Elize Jekabson, Executive Director

Date: _____

holidays



6/14/2024

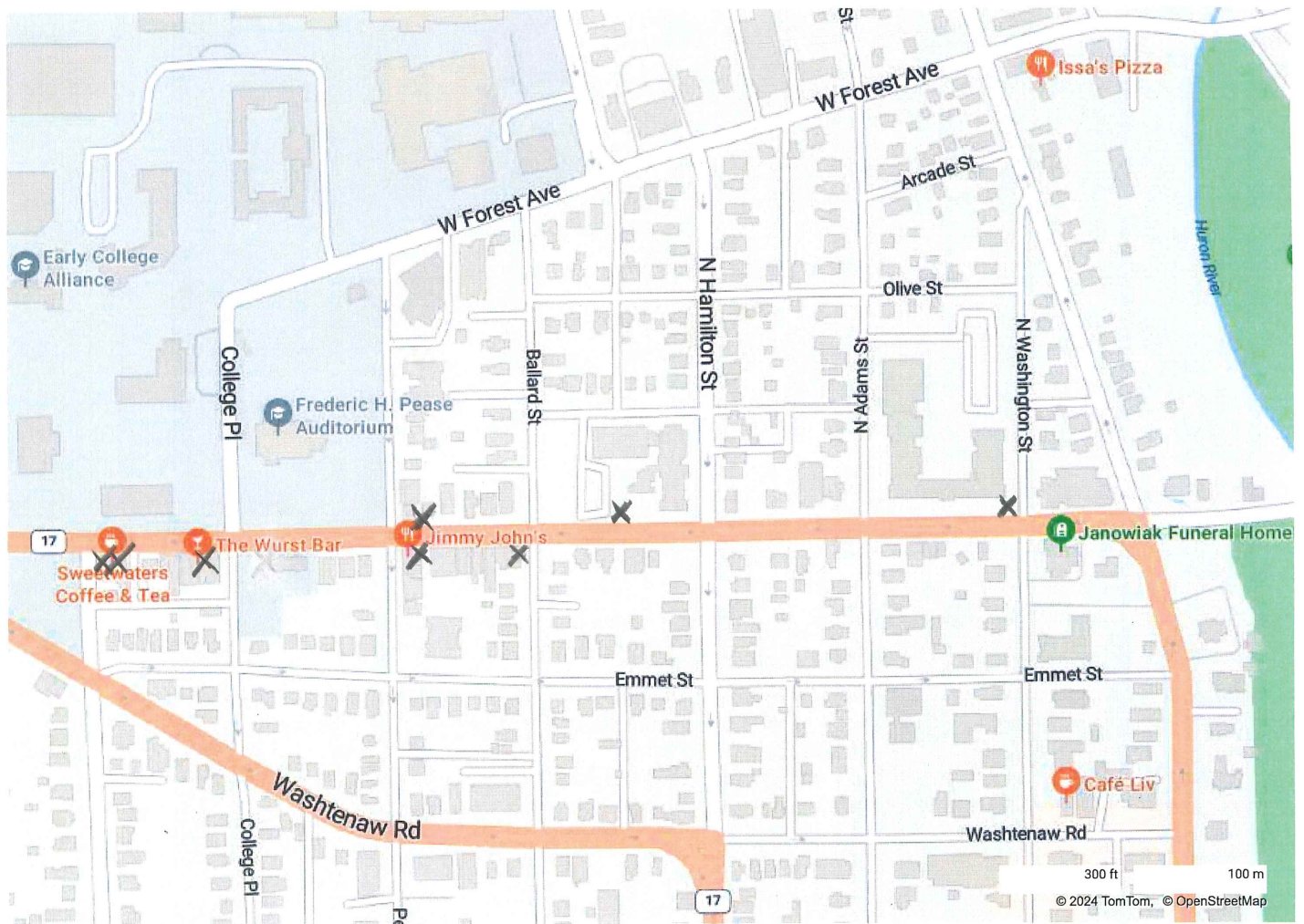
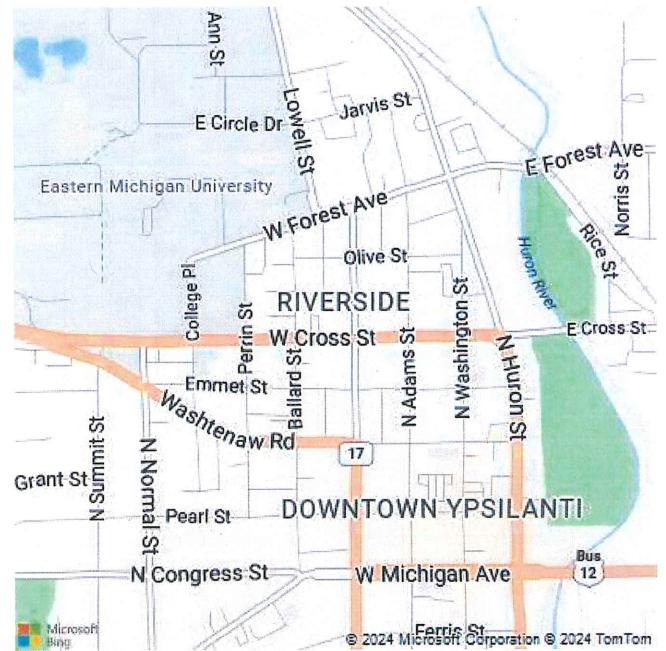


Notes

Cross St Litter Cans

X- Indicates Trash Can

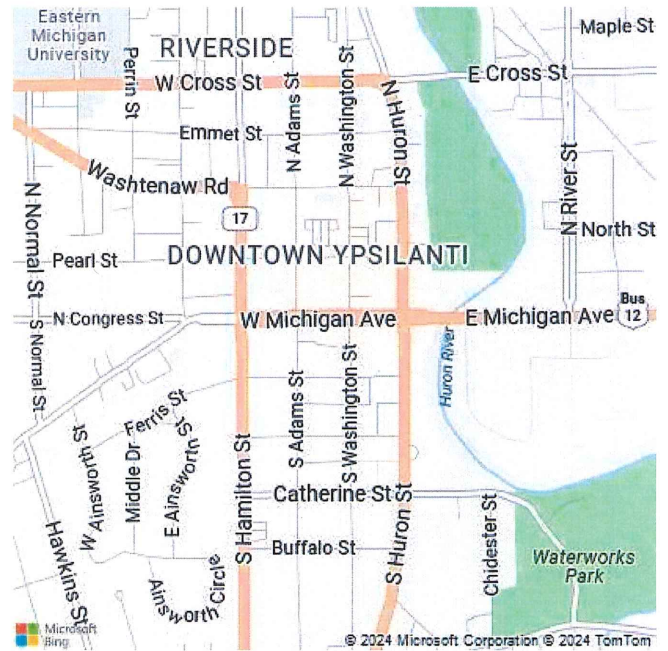
8 CANS



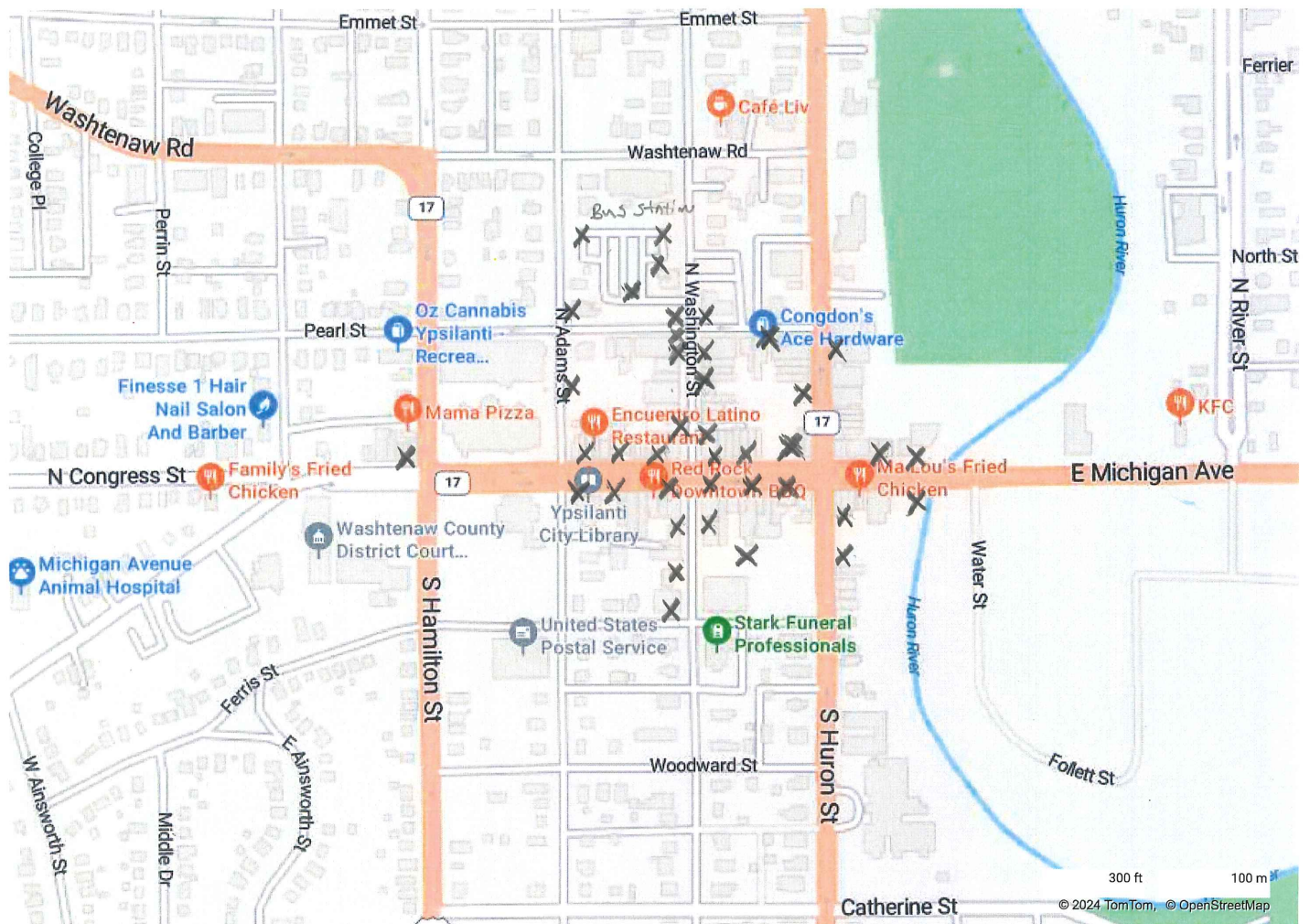
Notes

Michigan Ave and Downtown Area

X- Indicates Trash Cans



39 CANS

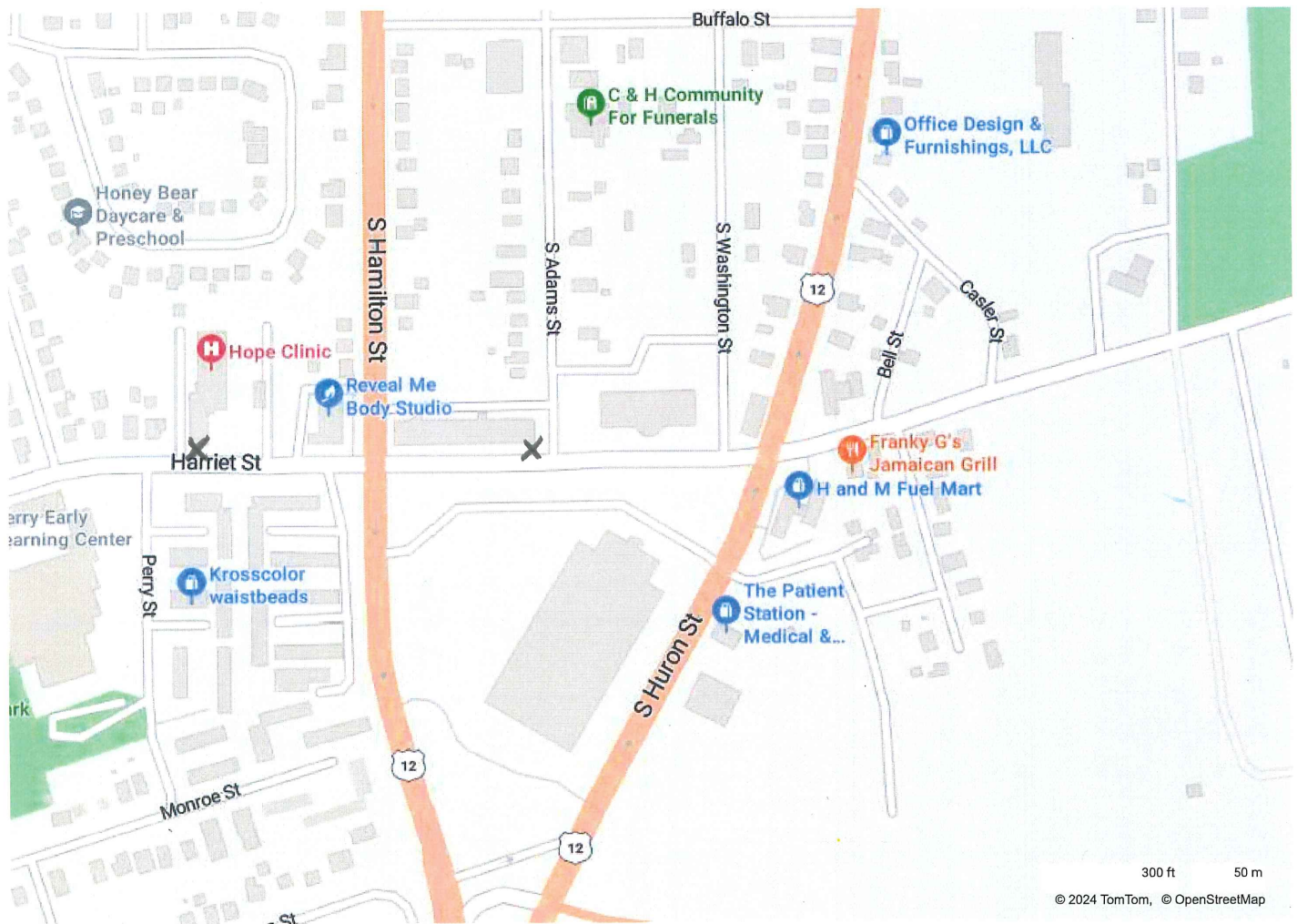


Notes

Harriet St

X- Indicates Trash Cans

2 CANS

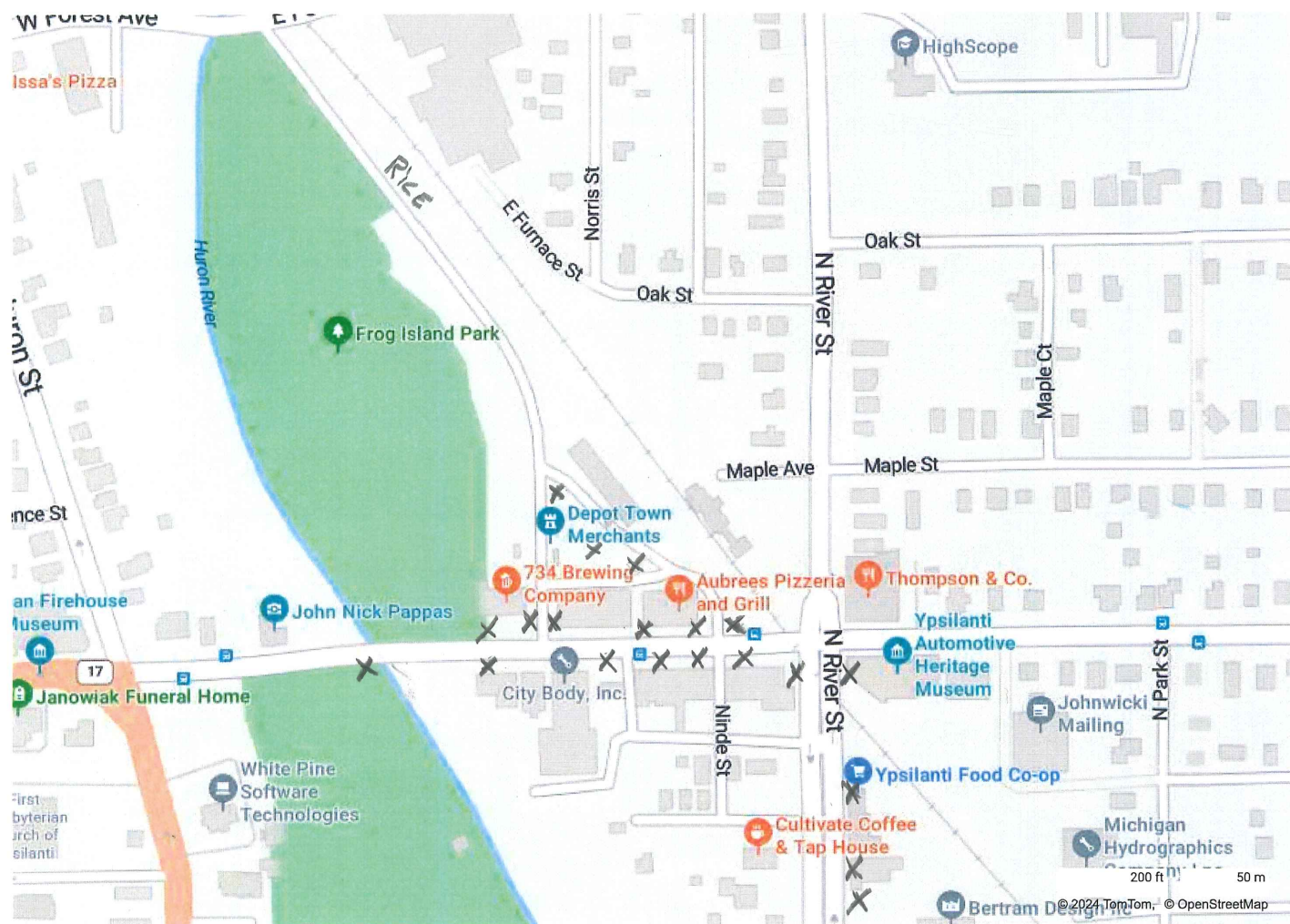
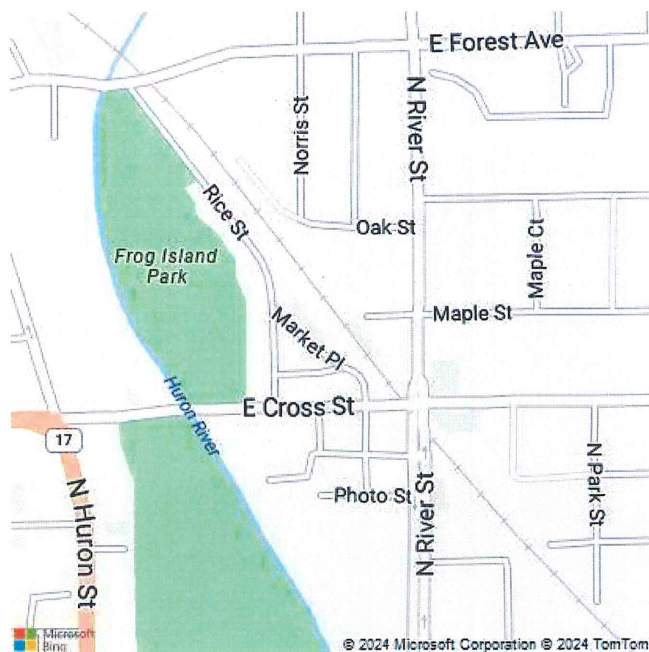


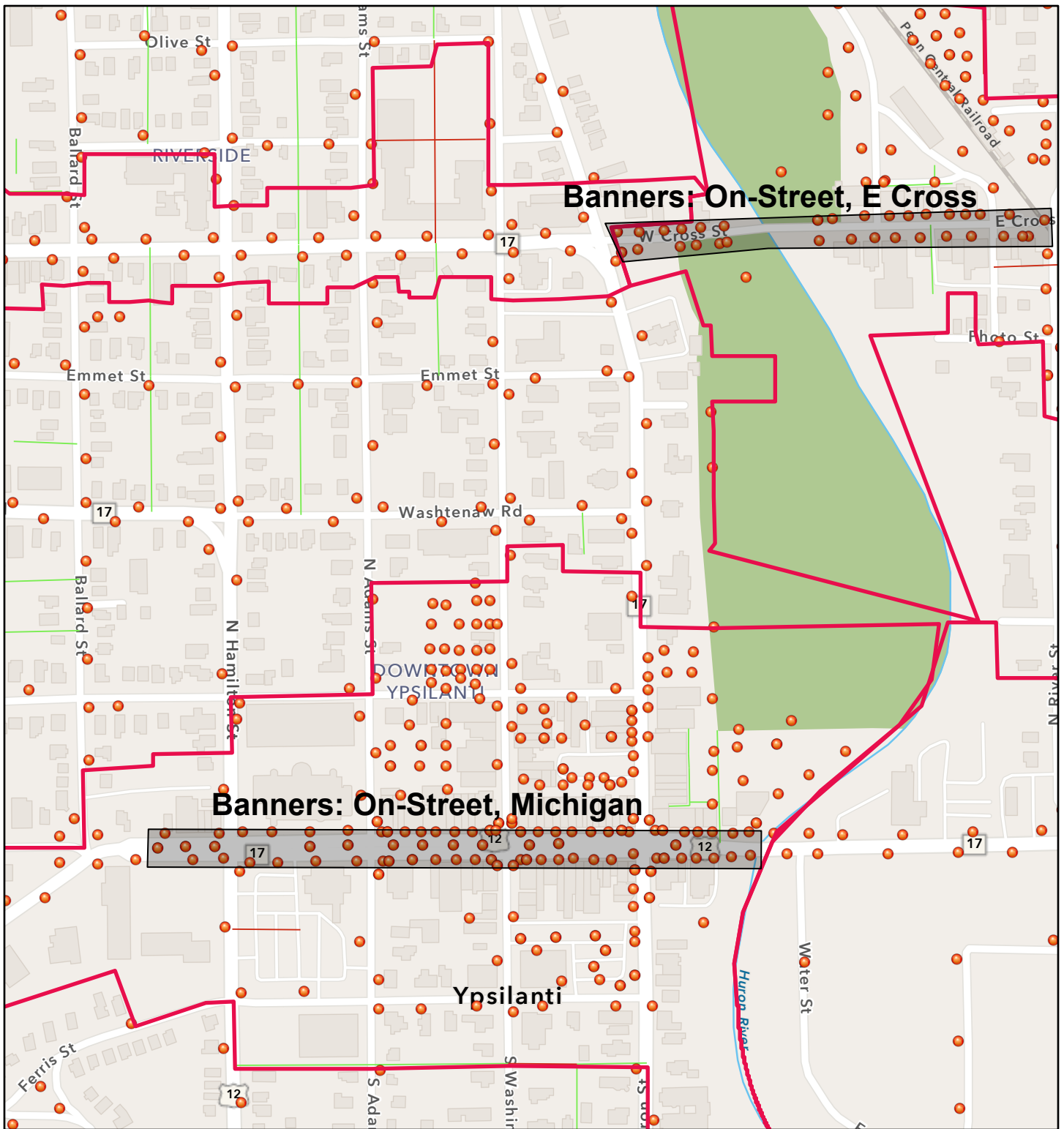
Notes

Depot Town Litter Cans

X- Indicates Trash Can

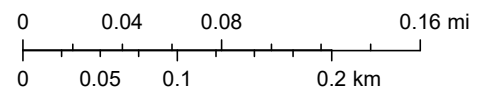
20 CANS



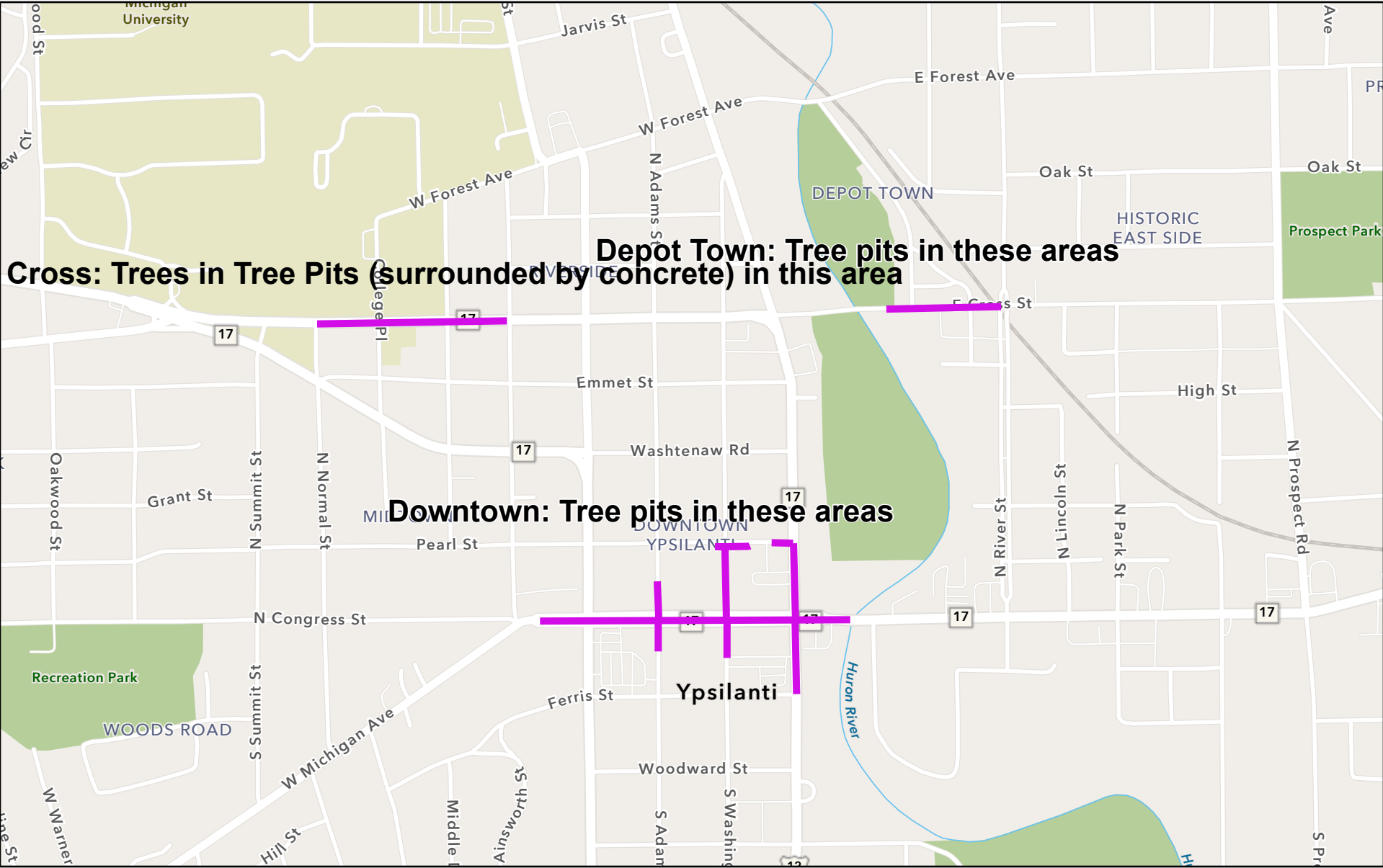


6/14/2024

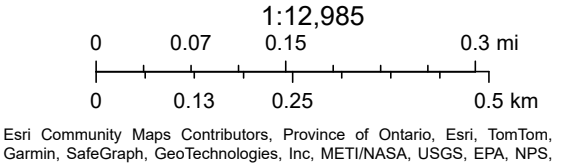
1:6,608



trees



6/14/2024



**FIRST ADDENDUM TO
INTERGOVERNMENTAL AGREEMENT FOR SERVICES BETWEEN THE
CITY OF YPSILANTI AND THE YPSILANTI DOWNTOWN DEVELOPMENT
AUTHORITY, WHICH WAS SIGNED BY MAYOR AMANDA EDMONDS ON
NOVEMBER 17, 2015, BY CITY CLERK FRANCES MCMULLAN ON
NOVEMBER 17, 2015, AND BY DDA EXECUTIVE DIRECTOR TIM COLBECK
ON DECEMBER 16, 2015**

THIS FIRST ADDENDUM to the Intergovernmental Agreement for Services between the City of Ypsilanti and the Ypsilanti Downtown Development Authority, which was signed by Mayor Amanda Edmonds on November 17, 2015, by City Clerk Frances McMullan on November 17, 2015, and by DDA Executive Director Tim Colbeck on December 16, 2015 is entered into effective March 1, 2022, by and between the City of Ypsilanti (the “City”), a Michigan Home Rule City, whose address is 1 South Huron Street, Ypsilanti, Michigan 48197 and the Ypsilanti Downtown Development Authority (the “DDA”), a public body corporate, whose address is 1 South Huron Street, Ypsilanti, Michigan 48197. The City and DDA are sometimes hereafter each referred to as a “party” and collectively as the “parties.”

WITNESSETH:

WHEREAS, the parties entered into an Intergovernmental Agreement for Services, which was signed by Mayor Amanda Edmonds on November 17, 2015, by City Clerk Frances McMullan on November 17, 2015, and by DDA Executive Director Tim Colbeck on December 16, 2015 (hereafter the “Agreement”);

WHEREAS, the Agreement references a Contract executed by the parties for Downtown Pedestrian Trash Receptable Services, which was effective on July 1, 2010, and was subsequently extended and such extension was effective July 1, 2015 (hereinafter referred to as the “Downtown Pedestrian Trash Receptable Services Contract”);

WHEREAS, Section 9 of the Agreement provides that “Any changes, additions, or deletions shall not be effective or actionable unless they are approved by the governing body of both parties and in writing and signed by both parties.”

WHEREAS, the parties have agreed to enter into this Addendum for the purpose of modifying Sections 1, 2, 4, 5, and 9 of the Agreement.

NOW THEREFORE, it is hereby agreed by the parties as follows:

- 1. Amendment to Section 1, including subsections a-e of the Agreement.** Section 1, including subsections a-e of the Agreement is hereby deleted in its entirety ~~and replaced with the following:~~

~~1. Term. The effective date of this Agreement shall be February 16, 2022 (the “Effective Date”) and this Agreement shall expire on its terms on February 16, 2027.~~

2. Amendment to Section 2, including subsections a-c of the Agreement. Section 2, including subsections a-c of the Agreement is hereby deleted in its entirety and replaced with the following new Section 2:

2. Solid Waste Collection. The City shall provide bi-weekly pedestrian trash receptacle service of sixty-four (64) trash cans in the DDA areas.

a. The parties entered into a Contract for Downtown Pedestrian Trash Receptacle Services effective July 1, 2010 (attached hereto as **Exhibit 1** and incorporated herein).

b. The parties then entered into an Extension of this Contract for Downtown Pedestrian Trash Receptacle Services effective July 1, 2015 (attached hereto as **Exhibit 2** and incorporated herein).

c. The terms and conditions of these agreements shall be incorporated herein by reference and remain in full force and effect except as modified herein: Particularly the contract price, payment, and term are modified by this Agreement.

d. The parties covenant and agree that upon the expiration of this Agreement, which is five (5) years from the Effective Date, that the Downtown Pedestrian Trash Receptacle Services Contract (*see Exhibit 1*) and the Extension of the Downtown Pedestrian Trash Receptacle Contract (*see Exhibit 2*) shall be null, void, and of no further effect and shall not provide the basis for a claim, prospective or retrospective by either party against the other.

3. Amendment to Section 4, including subsection a of the Agreement. Section 1, including subsection a of the Agreement is hereby deleted in their entirety.

4. Amendment to Section 5, including subsections a and b of the Agreement. Section 5, including subsections a and b of the Agreement is hereby deleted in its entirety and replaced with the following:

5. DDA shall compensate and pay the City for the services described herein in the amount of twenty percent (20%) of the

gross funds received by the DDA from TIF plan capture in each of the Downtown, Depot Town and Cross Street TIFs.

- a. This agreement does not apply to the Water Street TIF.
- b. The amounts shall be adjusted in the event of the addition or deletion of any TIF district.

For example: This example is assuming that the Downtown District, Depot Town District, and the Cross Street District generate a total of \$100,000 in gross funds to the DDA. If the Downtown District generates 50% (\$50,000), the Depot Town District generates 20% (\$20,000), and the Cross Street District generates 30% (\$30,000) of the gross revenue to the DDA and any of those TIF Districts expires on their terms or is terminated by the City Council, then the DDA would owe the City the following:

- *If Downtown District expires or is terminated, the amount paid by the DDA to the City per year (\$20,000) would be reduced by \$10,000 ($\$20,000 * .50 = \$10,000$). The DDA would therefore owe the City \$10,000 per year after the Downtown District expires or is terminated.*
 - *If Depot Town District expires or is terminated, the amount paid by the DDA to the City per year (\$20,000) would be reduced by \$4,000 ($\$20,000 * .20 = \$4,000$). The DDA would therefore owe the City \$16,000 per year after the Depot Town District expires or is terminated.*
 - *If the Cross Street District expires or is terminated, the amount paid by the DDA to the City per year (\$20,000) would be reduced by \$6,000 ($\$20,000 * .30 = \$6,000$). The DDA would therefore owe the City \$14,000 per year after the Cross Street District expires or is terminated.*
- c. If the amount of gross funds received by the DDA from TIF plan capture increases or decreases by more than ten percent (10%) in any fiscal year, the City and the DDA shall meet to ensure that the twenty percent (20%) fee charged by the City in this Section 5 of the Agreement is equal to the cost of providing the services contained in this Agreement.

5. Amendment to Section 9 of the Agreement. Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following:

9. The term of this Agreement shall terminate on December 16, 2040. Any changes, additions, or deletions shall not be effective or actionable unless they are approved by the governing body of both parties and in writing and signed by both parties.

6. Headings. The headings of the sections set forth in this Addendum are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Addendum.

7. Complete Agreement. This Addendum, the Agreement and any additional or supplementary documents incorporated by specific reference contain all of the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, regarding the subject matter of this Addendum or any part thereof shall have any validity or bind either of the parties.

8. Severability. If any provision of this Addendum is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Addendum which shall remain in full force and effect and enforceable in accordance with its terms.

9. Waiver. No waiver of any of the obligations contained herein shall be effective for any purpose unless the same shall be in writing signed by the Mayor and the Clerk of the City and the Chairperson and Executive Director of the DDA.

10. Construction. This Addendum has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the parties. This Addendum therefore shall not be construed against either party.

11. Amendment. This Addendum may not be amended or modified except for by written agreement signed by both parties.

12. Certification of Authority to Sign Addendum. The persons signing on behalf of each of the parties certify by their signatures that they are authorized to sign the Addendum on behalf of such party and that this Addendum has been authorized by such party.

13. Remainder of Agreement. Except as modified by this Addendum, the terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed and delivered by their respective duly authorized representatives as of the day and year first above written.

CITY OF YPSILANTI

By: _____
Lois Richardson, Mayor

CITY OF YPSILANTI DDA

By: _____
Patton Doyle, Chair

CITY OF YPSILANTI

By: _____
Andrew Hellenga, City Clerk

CITY OF YPSILANTI DDA

By: _____
Chris Jacobs, DDA Director

Intergovernmental Agreement for Services

The City of Ypsilanti (City), a Michigan Home Rule City of 1 South Huron Street, Ypsilanti MI 48197 and the Ypsilanti Downtown Development Authority (DDA) of 1 South Huron Street, Ypsilanti, MI 48197 for the mutual promises and benefit of each enter into this Intergovernmental Agreement:

General Recitals

The DDA is a combination of several DDAs established by the City by ordinance. The DDA established several Tax Increment Financing (TIF) Districts and City approved the several TIF Plans. The Depot Town Plan will be expiring at the end of 2015. The DDA has developed and approved a new TIF Plan (Plan), presented it to the City and has requested that the City approve the Plan. The City is interested in approving the Plan. The parties are desirous of working together for the general greater benefit of the City and its downtown districts.

The City has been providing police services and trash pick up services to the DDA for several years in the DDA districts. The parties desire to continue this service arrangement and memorialize the service and payment for the 25 year duration of the Plan.

The City and DDA are both vitally interested in securing train service for the City. To secure train service, the City will have to invest in capital train-related improvements in the Depot Town area. The City and DDA will have to raise funds to invest in the capital improvements. In order to be able have funds available in the future, the parties will need to prioritize their expenditures. The parties both understand that it is important for the parties to agree on the prioritizing and expenditure of funds, especially funds raised from DDA tax increment financing. This agreement is to document the agreement of the parties.

The parties agree:

1. City will continue to provide one sworn police officer to patrol the DDA area on a schedule that is agreeable to both parties.
 - a. The City and the City Police Department (YPD) shall have complete control over the said police officer and officer functions, including scheduling, personnel assigned, police methods, equipment used, and training.
 - b. No member, officer, or employee of the DDA shall have any authority over such police officer and shall in no case give direction or comments to said police officer.

- c. All legal responsibility for the police officer and actions of the police officer shall be maintained by City and the City shall obtain and maintain liability insurance concerning the patrol activities of the police officer and YPD.
 - d. The parties understand that all of the actual scheduling shall be at the discretion of YPD, and the officer may be assigned or called upon to different duties or patrol upon exigent circumstances.
 - e. Any prior agreements between the parties concerning the dedication of officers to the DDA area are hereby expressly revoked.
- 2. City will continue to provide bi-weekly pedestrian trash receptacle service of 64 trash cans in the DDA areas.
 - a. The parties entered into a Contract for Downtown Pedestrian Trash Receptacle Services effective July 1, 2010.
 - b. The parties then entered into an Extension of this Contract for Downtown Pedestrian Trash Receptacle Services effective July 1, 2015.
 - c. The terms and conditions of these agreements shall be incorporated herein by reference and remain in full force and effect except as modified herein: Particularly the contract price, payment, and term are modified by this Intergovernmental Agreement.
- 3. City will provide annual Holiday Lighting and Décor installation and removal throughout the DDA.
 - a. All materials will be provided by the DDA. The DDA will be responsible for the costs associated with replacing broken or worn out decorations.
 - b. City will store all materials during the remainder of the year at the DPS yard.
- 4. City will provide snow removal and salt for the Riverside Arts Center Parking Lot, located at 76 N. Huron.
 - a. Snow removal will be provided based on the regular schedule of priorities for the City and will be done in conjunction with other Downtown municipal parking lots.
- 5. DDA will compensate and pay City for the services described herein in the amount of 35% of the gross funds received by the DDA from TIF plan capture in each of the Downtown, Depot Town and Cross Street TIF.
 - a. This agreement does not apply to the Water Street TIF.
 - b. The amounts shall be adjusted in the event of the addition or deletion of any TIF district.

6. Payments under this Intergovernmental Agreement shall be made by the City deducting said amount from the budget appropriation for the DDA each year.
7. The parties will continue to coordinate on DDA bond opportunities and the Depot Town TIFA shall not expend more than \$25,000 within one fiscal year on any one project without the mutual consent of City Council and the DDA Board.
8. The DDA agrees to prioritize bond opportunities to help provide funds for the future train or rail stations and additional parking in Depot Town for not more than 35% of the total Depot Town TIF capture.
9. The term of this Intergovernmental Agreement shall be for 25 years, commencing on the date executed by both parties. Any changes, additions, or deletions shall not be effective or actionable unless they are approved by the governing body of both parties and in writing and signed by both parties.
10. Each provision of this Intergovernmental Agreement shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any portion of this contract is invalid or illegal, such decision shall not affect the rest of this contract, which shall remain in full force and effect.
11. This Intergovernmental Agreement is to be performed in the City of Ypsilanti, Washtenaw County, Michigan and all legal venue shall exclusively lie therein.
12. This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

13. This Intergovernmental Agreement shall inure to the assigns and successors of the parties.

IN WITNESS WHEREOF, the undersigned have set their hands:

For the CITY OF YPSILANTI

Amanda Edmonds, Mayor

Date: _____

Frances, McMullan, Clerk

Date: _____

For the YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY

Tim Colbeck, Executive Director

Date: _____



REQUEST FOR LEGISLATION
June 18, 2024

For: Mayor and City Council

From:

Subject: Resolution No. 2024-141 extending the towing contract with Wall Street Towing, Inc., dba Budget/Stadium Towing for an additional two years, with the storage fees increased to \$40 per day, and authorizing the Mayor and City Clerk to sign the extension agreement for and on behalf of the city, subject to the approval by the City Attorney.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Request for Legislation 2024
2. RES Budget Towing 2 Year Extension 2024
3. AGREEMENT TO EXTEND TOWING CONTRACT 2024

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 18, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



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

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

John M. Barr

Jesse O'Jack ~ Of Counsel
Tobias j Lipski ~ Of Counsel
Randolph Barker ~ Of Counsel
Jennifer Merritt ~ Legal Assistant

REQUEST FOR LEGISLATION

DATE: June 11, 2024

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Extend towing contract

SUMMARY/BACKGROUND

The City has a towing contract that will expire on July 30, 2024. City Manager Hellenga desires to extend the contract because the fees remain the same, except for the storage charge increase to \$40 per day, the contractor has given good service, has competitive prices and there have been few complaints. In addition, the contractor has an office and vehicle storage yard in the city.

The City Manager reports that staff and the police chief have reviewed the contract and service and there would be no competitive reason to rebid the contract at this time. The City Code section 2-299 allows contracts to be extended if there would be no competitive advantage to re-bidding.

Extension of the contract is recommended.

ATTACHMENTS: Resolution to extend contract.

RECOMMENDED ACTION: Adoption of resolution to extend contract

DATE RECEIVED: _____ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF: _____ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:



Resolution No. 2024-141
June 18, 2024

RESOLUTION TO APPROVE A SECOND TWO-YEAR EXTENSION OF THE
CITY'S TOWING SERVICES CONTRACT WITH WALL STREET TOWING, INC.
(D.B.A. BUDGET/STADIUM TOWING)

WHEREAS, the City of Ypsilanti contracted with Wall Street Towing, Inc., dba Budget/Stadium Towing for towing services, and

WHEREAS, the contract will expire July 30, 2024 and the City Manager is requesting a two-year extension, including all terms and fees the same except for storage costs increased to \$40 per day, and

WHEREAS, City Council finds that the contractor has provided satisfactory services and has a towing-storage yard in the city limits and it is in the best interest of the City to extend the contract without competitive bids,

NOW, THEREFORE, IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that the extension of the towing contract is approved for an additional two years with only one exception that storage fees are increased to \$40 per day, and the Mayor and City Clerk are authorized to sign the extension agreement for and on behalf of the city, subject to the approval by the City Attorney.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VACANT: 1 VOTE:

AGREEMENT TO EXTEND TOWING CONTRACT
CITY OF YPSILANTI AND WALL STREET TOWING, INC.
TO JUNE 30, 2026

The City of Ypsilanti, a Michigan Home Rule city, of One South Huron Street, Ypsilanti, Michigan, and Wall Street Towing, Inc, d/b/a Stadium Towing and Recovery, Budget Towing and Storage, of 876 Railroad Street, Ypsilanti MI 48197, contractor, hereby agree that the certain Towing Contract and extension agreement between the parties, to expire July 30, 2024, be extended on the same terms and conditions, except the storage charge is increased to \$40 per day, for an additional two-year term to expire on July 30, 2026.

IN WITNESS WHEREOF, the undersigned have set their hands this _____ day of June, 2024.

WALL STREET TOWING, INC.

BY: _____
Nabil Salamay, TOWING
COMPANY AND CONTRACTOR
Its President

THE CITY OF YPSILANTI

BY: _____
Nicole Brown, Mayor

BY: _____
Tracey Boudreau, City Clerk

Approved as to Form:

John M. Barr, Ypsilanti City Attorney



REQUEST FOR LEGISLATION
June 18, 2024

For: Mayor and City Council

From: Kirk Moore, Police Chief

Subject: Resolution No. 2024-142 approving the purchase of thirty-one (31) Axon 7 Tasers from Axon Enterprise, Inc. for the Police Department in the total amount of \$157,668 to be dispersed over the next 60 months to come from the Capital Equipment account #414-7-9370-987-40.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. RFL Tasers
2. Res. No. 2024-142 Tasers
3. Ypsilanti PD - MI - T7 Cert Quote

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 18, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION
June 18, 2024

FROM: Chief Kirk Moore

SUBJECT: Replacement of X2 Tasers

Summary and Background:

The Ypsilanti Police Department originally purchased the X2 Tasers in 2013. They have been an excellent tool in reducing liability and increasing officer safety. Since 2013 there have been many improvements in the technology employed in the Tasers and the current X2 model is at its end of life. In the FY 2024-25 budget funds were allocated for the purchase of 31 Axon 7 Tasers to replace the antiquated and end of life X2 Tasers. The total replacement cost over the next 60 months is \$157,668.00.

Oct 2024	\$29,109.79
Oct 2025	\$30,274.18
Oct 2026	\$31,485.15
Oct 2027	\$37,744.55
Oct 2028	\$34,054.33

Action Requested:

Approve the purchase of thirty-one (31) Axon 7 Tasers from Axon Enterprise, Inc in the total amount of \$157,668 to be dispersed over the next 60 months to come from the Capital Equipment account #414-7-9370-987-40.

City Manager Approval:

Council Agenda Date: June 18, 2024

City Manager Comments:

Finance Director Approval:_____



Resolution No. 2024-142
June 18, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Ypsilanti Police Department desires to replace thirty-five (35) X2 Tasers with thirty-one (31) Axon 7 Tasers; and

WHEREAS, the City of Ypsilanti Police Department has been allocated funds in the FY 2024-2025 budget for the purchase of the Tasers; and

WHEREAS, Axon Enterprise, Inc out of Scottsdale, Arizona has provided a total price of \$157,668.00 to be expended over the next five (5) Fiscal Years.

THEREFORE BE IT RESOLVED, that the Chief of Police be authorized to sign all necessary documents needed to execute the Taser purchase.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-568225-45406.636KT

Issued: 04/24/2024

Quote Expiration: 07/01/2024

Estimated Contract Start Date: 11/01/2024

Account Number: 169407

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Ypsilanti Police Dept. - MI 505 W Michigan Ave Ypsilanti, MI 48197-5313 USA	Ypsilanti Police Dept. - MI 505 W Michigan Ave Ypsilanti MI 48197-5313 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kenny Thomas Phone: (704) 375-1936 Email: kethomas@axon.com Fax:	Kirk Moore Phone: 734-483-9510 Email: kmoore@cityofypsilanti.com Fax: (734) 483-7060

Quote Summary

Program Length	60 Months
TOTAL COST	\$157,668.00
ESTIMATED TOTAL W/ TAX	\$157,668.00

Discount Summary

Average Savings Per Year	\$1,621.86
TOTAL SAVINGS	\$8,109.30

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	\$29,109.79	\$0.00	\$29,109.79
Oct 2025	\$30,274.18	\$0.00	\$30,274.18
Oct 2026	\$31,485.15	\$0.00	\$31,485.15
Oct 2027	\$32,744.55	\$0.00	\$32,744.55
Oct 2028	\$34,054.33	\$0.00	\$34,054.33
Total	\$157,668.00	\$0.00	\$157,668.00

Quote Unbundled Price:	\$165,777.30
Quote List Price:	\$152,232.90
Quote Subtotal:	\$157,668.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00012	BUNDLE - TASER 7 CERTIFICATION ADD-ON	2	60	\$34.25	\$20.58	\$20.58	\$2,469.60	\$0.00	\$2,469.60
C00008	BUNDLE - TASER 7 CERTIFICATION	31	60	\$82.23	\$75.83	\$75.83	\$141,043.80	\$0.00	\$141,043.80
A la Carte Hardware									
100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1			\$750.00	\$750.00	\$750.00	\$0.00	\$750.00
HCARTAO	HALT CARTRIDGE ADD-ON BUNDLE	33	60		\$241.50	\$6.77	\$13,404.60	\$0.00	\$13,404.60
Total							\$157,668.00	\$0.00	\$157,668.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 7 CERTIFICATION	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	31	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	1	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	37	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	1	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION	20160	AXON TASER 7 - HOLSTER - SAFARILAND RH+CARD CARRIER	31	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	93	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	62	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	93	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	62	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	62	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	62	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	31	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	31	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	6	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	4	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	6	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	4	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	4	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	4	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	2	1	10/01/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	2	1	10/01/2024
A la Carte	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	11/01/2024
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	62	1	10/01/2025
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	62	1	10/01/2025
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	4	1	10/01/2025
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	4	1	10/01/2025
HALT CARTRIDGE ADD-ON BUNDLE	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	66	1	10/01/2025
HALT CARTRIDGE ADD-ON BUNDLE	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	66	1	10/01/2025
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	62	1	10/01/2026
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	62	1	10/01/2026
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	62	1	10/01/2026
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	62	1	10/01/2026
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	4	1	10/01/2026
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	4	1	10/01/2026
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	4	1	10/01/2026
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	4	1	10/01/2026
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	62	1	10/01/2027
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	62	1	10/01/2027
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	4	1	10/01/2027
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	4	1	10/01/2027
HALT CARTRIDGE ADD-ON BUNDLE	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	66	1	10/01/2027
HALT CARTRIDGE ADD-ON BUNDLE	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	66	1	10/01/2027

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	62	1	10/01/2028
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	62	1	10/01/2028
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	4	1	10/01/2028
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	4	1	10/01/2028
HALT CARTRIDGE ADD-ON BUNDLE	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	66	1	10/01/2028
HALT CARTRIDGE ADD-ON BUNDLE	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	66	1	10/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	31	11/01/2024	10/31/2029
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/01/2024	10/31/2029
BUNDLE - TASER 7 CERTIFICATION ADD-ON	20248	AXON TASER - EVIDENCE.COM LICENSE	2	11/01/2024	10/31/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 7 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - TASER 7 CERTIFICATION	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	31
BUNDLE - TASER 7 CERTIFICATION ADD-ON	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - TASER 7 CERTIFICATION ADD-ON	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	37	10/01/2025	10/31/2029
BUNDLE - TASER 7 CERTIFICATION	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	31	10/01/2025	10/31/2029
BUNDLE - TASER 7 CERTIFICATION	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	1	10/01/2025	10/31/2029
BUNDLE - TASER 7 CERTIFICATION	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	10/01/2025	10/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	505 W Michigan Ave	Ypsilanti	MI	48197-5313	USA

Payment Details

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	\$138.47	\$0.00	\$138.47
Year 1	C00008	BUNDLE - TASER 7 CERTIFICATION	31	\$26,040.54	\$0.00	\$26,040.54
Year 1	C00012	BUNDLE - TASER 7 CERTIFICATION ADD-ON	2	\$455.90	\$0.00	\$455.90
Year 1	HCARTAO	HALT CARTRIDGE ADD-ON BUNDLE	33	\$2,474.88	\$0.00	\$2,474.88
Invoice Upon Fulfillment	HCARTAO	HALT CARTRIDGE ADD-ON BUNDLE	33	\$0.00	\$0.00	\$0.00
Total				\$29,109.79	\$0.00	\$29,109.79

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	\$144.01	\$0.00	\$144.01
Year 2	C00008	BUNDLE - TASER 7 CERTIFICATION	31	\$27,082.13	\$0.00	\$27,082.13
Year 2	C00012	BUNDLE - TASER 7 CERTIFICATION ADD-ON	2	\$474.22	\$0.00	\$474.22
Year 2	HCARTAO	HALT CARTRIDGE ADD-ON BUNDLE	33	\$2,573.82	\$0.00	\$2,573.82
Total				\$30,274.18	\$0.00	\$30,274.18

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	\$149.77	\$0.00	\$149.77
Year 3	C00008	BUNDLE - TASER 7 CERTIFICATION	31	\$28,165.48	\$0.00	\$28,165.48
Year 3	C00012	BUNDLE - TASER 7 CERTIFICATION ADD-ON	2	\$493.12	\$0.00	\$493.12
Year 3	HCARTAO	HALT CARTRIDGE ADD-ON BUNDLE	33	\$2,676.78	\$0.00	\$2,676.78
Total				\$31,485.15	\$0.00	\$31,485.15

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	\$155.76	\$0.00	\$155.76
Year 4	C00008	BUNDLE - TASER 7 CERTIFICATION	31	\$29,291.96	\$0.00	\$29,291.96
Year 4	C00012	BUNDLE - TASER 7 CERTIFICATION ADD-ON	2	\$512.95	\$0.00	\$512.95
Year 4	HCARTAO	HALT CARTRIDGE ADD-ON BUNDLE	33	\$2,783.88	\$0.00	\$2,783.88
Total				\$32,744.55	\$0.00	\$32,744.55

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	\$161.99	\$0.00	\$161.99
Year 5	C00008	BUNDLE - TASER 7 CERTIFICATION	31	\$30,463.67	\$0.00	\$30,463.67
Year 5	C00012	BUNDLE - TASER 7 CERTIFICATION ADD-ON	2	\$533.43	\$0.00	\$533.43
Year 5	HCARTAO	HALT CARTRIDGE ADD-ON BUNDLE	33	\$2,895.24	\$0.00	\$2,895.24

Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$34,054.33	\$0.00	\$34,054.33

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

4/24/2024





REQUEST FOR LEGISLATION
June 18, 2024

For: Mayor and City Council

From: Bonnie Wessler, DPS Director

Subject: Resolution No. 2024-143 authorizing the application for an Annual Permit that will allow the City of Ypsilanti to work within the Michigan Department of Transportation's (MDOT) right-of-way to complete work under the conditions of the permit.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. MDOT update info- Council- RFL_Resolution
2. 2207B
3. Resolution 2005-33
4. 03-01-2005 Council Mtg
5. MDOT Resolution

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 18, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION

From: Bonnie Wessler, Director of Public Services

Subject: MDOT 2207B: Performance Resolution for Municipalities

The City of Ypsilanti works closely with MDOT on a number of fronts. This is an update to a 2005 Council resolution that allows staff to apply for permits to MDOT for various routine activities, including activities carried out as part of our trunkline maintenance contract and the two annual parades.

RECOMMENDED ACTION: Approval

ATTACHMENTS: 2005 Resolution

2024 Goal Alignment

- Strategic Goal 1: Capital Improvements and revitalization of City owned facilities and spaces.
 - Strategic Goal 2: Staff retention and creating greater efficiencies.
 - Strategic Goal 3: Community Engagement
 - Strategic Goal 4: Community Development
 - **Strategic Goal 5: Infrastructure and investment**
 - Strategic Goal 6: Financial Planning
-

PERFORMANCE RESOLUTION FOR
MUNICIPALITIES

This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the _____ CITY OF YPSILANTI _____
(County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

CITY MANAGER _____

DIRECTOR OF PUBLIC SERVICES _____

CITY CLERK _____

SPECIAL EVENTS COORDINATOR _____

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the _____

(Name of Board, etc.)

of the _____ of _____

(Name of MUNICIPALITY)

(County)

at a _____ meeting held on the _____ day

of _____ A.D. _____.

Signed

Title

Print Signed Name

Michigan Department
Of Transportation
2207B (03/04)

PERFORMANCE RESOLUTION FOR GOVERNMENTAL BODIES

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Trunkline Right of Way" (form 2205), or an "Annual Application and Permit for Miscellaneous Operations Within State Trunkline Right of Way" (form 2205B).

RESOLVED WHEREAS, the City of Ypsilanti

(city, village, township, etc.)

hereinafter referred to as the "GOVERNMENTAL BODY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utility or other facilities, or to conduct other activities, on, over, and under state trunkline right of way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL BODY agrees that:

Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law.

This Agreement is not intended to increase either party's liability for, or immunity from, tort claims.

This Agreement is not intended nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.

1. Any work performed for the GOVERNMENTAL BODY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL BODY and not as a contractor or agent of the DEPARTMENT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL BODY. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL BODY, or their subcontractors or any other person not a party to the PERMIT without its specific prior written consent and notwithstanding the issuance of the PERMIT.
2. The GOVERNMENTAL BODY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
3. It will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State trunkline right of way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL BODY'S facilities according to a PERMIT issued by the DEPARTMENT.

4. With respect to any activities authorized by PERMIT, when the GOVERNMENTAL BODY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.

5. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.

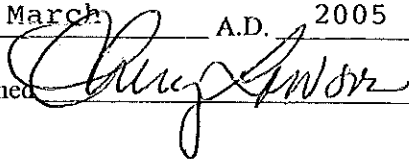
6. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL BODY or the DEPARTMENT with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL BODY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the Michigan Department of Transportation for the necessary permit to work within state trunkline right of way on behalf of the GOVERNMENTAL BODY.

Name	And/or	Title
Harry Hutchison,	Director,	Department of Public Works
Stan Kirton,	Facilities Manager,	D.P.W.
Cherry Lawson,	City Clerk	

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the Ypsilanti City Council
(Name of Board, etc)
 of the City of Ypsilanti of Washtenaw County
(Name of GOVERNMENTAL BODY) (County)
 at a City Council meeting held on the 1st day of

March A.D. 2005
 Signed  Title Ypsilanti City Clerk

OFFERED BY: Council Member Filipiak

SUPPORTED BY: Council Member LaRue

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



**CITY OF YPSILANTI
COUNCIL MEETING MINUTES
CITY COUNCIL CHAMBERS
ONE SOUTH HURON STREET, YPSILANTI, MI 48197
TUESDAY, MARCH 1, 2005
7:30 P.M.**

I. CALL TO ORDER

The Council Meeting was called to order at 7:30 p.m.

II. ROLL CALL

Mayor Farmer	Present	Council Member Richardson	Present
Council Member Gawlas	Present	Council Member Filipiak	Present
Council Member LaRue	Present	Mayor Pro-Tem Swanson	Present
Council Member Nickels	Present		

III. INVOCATION

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

IV. PLEDGE OF ALLEGIANCE

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

V. INTRODUCTIONS

Mayor Farmer introduced Rod Smith, a representative from the Ypsilanti Courier.

VI. AGENDA APPROVAL

Motion was made by Mayor Pro-Tem Swanson to accept the amended Agenda. Supported by Council Member Gawlas.

VOTE

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

CORRECTION

**CITY OF YPSILANTI
COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
ONE SOUTH HURON STREET, YPSILANTI, MI 48197
TUESDAY, MARCH 1, 2005
7:30 P.M.**

I. CALL TO ORDER –

II. ROLL CALL –

Mayor Farmer	P A	Council Member Richardson	P A
Council Member Gawlas	P A	Council Member Filipiak	P A
Council Member LaRue	P A	Mayor Pro-Tem Swanson	P A
Council Member Nickels	P A		

III. INVOCATION –

IV. PLEDGE OF ALLEGIANCE –

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

V. INTRODUCTIONS –

VI. AGENDA APPROVAL –

VII. PRESENTATIONS –

A. Historic District Study Commission report and recommendations, Jane Schmiedeke.

1. *Resolution No. 2005 –23*, accepts the final report and recommendations of the Starkweather Historic District Study Committee and finds that a public hearing is necessary for consideration of the Starkweather Historic District ordinance.

VIII. AUDIENCE PARTICIPATION –

IX. MINUTES –

A. Resolution No. 2005 –15, approving the Minutes of February 1st and 15th, 2005.

X. PUBLIC HEARING

A. Public hearing to receive public input to consider establishment of a historic district at 1266 Huron River Drive.

1. Open Public Hearing
2. Resolution No. 2005 – 16, Close the Public Hearing
3. Resolution No. 2005 – 17, Determination.

B. Public hearing to receive public input on an Application to the Michigan Department of Natural Resources for Improvements to Riverside Park.

1. Open the Public Hearing
2. Resolution No. 2005-18, Close the Public Hearing
3. Resolution No. 2005-19, Determination.

XI. ORDINANCE – SECOND READING

A. Resolution No. 2005 -20, to consider the proposed ordinance entitled, "Historical Preservation Ordinance Text Amendment."

B. Resolution No. 2005 – 21, to consider the proposed ordinance, "An Ordinance to Amend Chapter 18 of the Ypsilanti City Code, entitled "Buildings and Building Regulations," Article VI "Inspection and Control of Certain Buildings."

(3/1/05 Agenda Continued)

XII. CONSENT AGENDA - Resolution No. 2005-22

~~A. Resolution No. 2005-24, approves the scheduling of a public hearing on May 3, 2005 to receive public input on the proposed vacation of said alley, as required by section 94-293 of the City Charter.~~

Resolution No. 2005-24 was pulled from the Consent Agenda by the request of Mayor Farmer.

B. Resolution No. 2005-25, authorizing the Assistant City Manager to file an application for \$30,000 for the Freighthouse and upon approval of the final application by the Department of History, Arts, and Libraries, the Mayor shall be authorized to sign the grant contract, any necessary amendments to the grant, other contract related documents subject to the review of the City Attorney.

C. Resolution No. 2005-26, authorizing the City Manager to sign the agreement with Sutphen Incorporated for repairs to the Ypsilanti Fire Department Sutphen Aerial Platform Apparatus in the amount of \$26,439.

D. Resolution No. 2005-27, supporting the Federal budget with a minimum of \$4.35 billion in formula funding for CDBG in FY 2006, exclusive of any set-asides within the program; and that the Community Development Block Grant program remain as a separate program under the U.S. Department of Housing and Urban Development (HUD).

E. Resolution No. 2005-28, authorizing the Chief of Police to sign all necessary documents needed to execute the vehicle purchase and equipment changeover with Bill Crispin Chevrolet of Saline, Michigan and Electronics Services of Ann Arbor, Michigan.

F. Resolution No. 2005-29, authorizing the purchase of one (1) F-350 One Ton Stake Truck from Varsity Ford of Ann Arbor, Michigan in the amount of \$28,376.

G. Resolution No. 2005-30, approving the proposed amendment to the agreement with the Ypsilanti Communities Utilities Authority, incorporates the most recent city revenue bond issues and authorizes the Mayor and City Clerk to sign same.

H. Resolution No. 2005-31, approves the MDOT State Trunk-line Maintenance Contract No. 2004-0744 with the State of Michigan, Department of Transportation, and authorizes the Mayor and City Clerk to sign contract for and on behalf of the City of Ypsilanti subject to the approval of the City Attorney.

~~I. Resolution No. 2005-32, approves the Michigan Department of Transportation Contract No. 05-5031 and authorizes the Mayor and City Clerk to sign the contract and any change orders to facilitate the completion of the work, subject to the approval by the City Attorney.~~ **Pulled from the Consent Agenda at staff's request, held for future meeting.**

J. Resolution No. 2005-33, authorizing the application for an Annual Permit that will allow the City of Ypsilanti to work within the Michigan Department of Transportation's (MDOT) right-of-way to complete work under the conditions of the permit.

XIII. RESOLUTIONS

A. **Resolution No. 2005-24**, approving the scheduling of a public hearing on May 3, 2005 to receive public input on the proposed vacation of said alley, as required by section 94-293 of the City Charter.

XIV. COUNCIL PROPOSED BUSINESS -

XV. LIAISON REPORTS -

- A. SEMCOG Update
- B. Recreation Commission
- C. Washtenaw Area Transportation Study
- D. Washtenaw Development Council
- E. Ypsilanti Area Community Foundation
- F. Smart Zone Local Development Finance Authority
- G. Washtenaw Metro Alliance

XVI. COMMUNICATIONS FROM THE CITY MANAGER -

XVII. COMMUNICATIONS FROM THE MAYOR -

A. Resolution No. 2005 -34, appointing members to the Boards and Commissions

XVIII. ADJOURNMENT -

A. Resolution No. 2005 -35

VII. PRESENTATIONS

A. Historic District Study Commission report and recommendations. Jane Schmiedeke provided the Council with the Historic District report and briefly reviewed the contents of the report. Council directed questions to Ms. Schmiedeke for further clarification.

1. Resolution No. 2005-23, accepts the final report and recommendations of the Starkweather Historic District Study Committee and finds that a public hearing is necessary for consideration of the Starkweather Historic District ordinance.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, a Historic District Study Committee was appointed by Council at the August 2, 2004 Special Council Meeting and given authority to conduct a study to determine the historic significance of the home at 1266 Huron River Drive, also known as the Starkweather House; and

WHEREAS, the preliminary report was transmitted to four agencies for comment; the Ypsilanti Planning Commission, the State Historic Preservation Office, the State Historic Review Board, and the Michigan Historical Commission; and

WHEREAS, a public hearing was held on December 14, 2004 to receive public comment on the preliminary report; and

WHEREAS, the Study Committee has completed the final report; and

WHEREAS, the property is significant based on National Register Criteria B; association with the lives of persons significant in our past, and C; embodies the distinctive characteristic of a type, period, or method of construction or that represents the work of a master or that possesses high artistic values, or that represents a significant and distinguishable entity whose components may lack individual distinction; and

WHEREAS, the Study Committee report recommends the consideration of a single-resource historic district, based on the property meeting National Register Criteria B and C; and

NOW, THEREFORE, LET IT BE RESOLVED, THAT the Ypsilanti City Council accepts the final report and recommendations of the Starkweather Historic District Study Committee and finds that a public hearing is necessary for consideration of the Starkweather Historic District ordinance.

OFFERED BY: Council Member Filipiak
SUPPORTED BY: Council Member LaRue

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

VIII. AUDIENCE PARTICIPATION

- A.** Wilma Radcliff – 2034 Hunter Creek Dr. – representing Ypsilanti Association of Womens' Clubs – spoke of a clubhouse at 319 S. Washington. During the course of repaving the streets, the water lines in front of the building were broken.
- B.** Brian Robb – 408 E. Cross St. – Robb stated that he is against the Vacant Building Ordinance. Mr. Robb read from a prepared statement.
- C.** Rodney Nanney – 40 S. Summit St. – spoke in opposition to the Vacant Building Ordinance.
- D.** Tyrone Wilson – commented about alleged problems in the Clerk's office. He referred to reprinting of ballots. He stated that he would be requesting through FOIA the investigation regarding these ballots.
- F.** Lee Tooson – alleges that everyone is talking about how the City is run by Administrators, Mayor and Council. He spoke regarding receivership by the Township. He also spoke of his concerns about elections and voting.
- G.** Paul Schreiber – 922 Pleasant Dr. – spoke regarding the Vacant Building Ordinance being a blight issue and not a Vacant Building issue.
- H.** Steve Pierce – 118 S. Washington – spoke regarding the Vacant Building Ordinance. He said he wanted to speak about good things in the City.
- I.** Joe Lawrence – 212 S. Huron St. – He doesn't like the format of Audience Participation in which to discuss the important issue of the Vacant Building Ordinance.

IX. MINUTES

- A. Resolution No. 2005-15**, approving the Minutes of February 1 and 15, 2005.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Minutes of February 1st, and 15th be approved.

OFFERED BY: Mayor Pro-Tem Swanson
SUPPORTED BY: Council Member Nickels

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

Minutes approved with noted corrections.

X. PUBLIC HEARINGS – FIRST

A. Public Hearing to consider establishment of a historic district at 1266 Huron River Drive.

1. Open the Public Hearing – Karen Wieber explained why the Resolution was being presented to provide legal protection for the home at this address. Mayor Farmer opened the Public Hearing.

a. Audience Participation

1. Don Calvert – 1441 Broadway, Ann Arbor - spoke about the expense of making repairs at 1266 Huron River Dr. (Starkweather House) to bring the house up to code in order to then tear it down.
2. Steve Pierce called for a Point of Order – He alleged that a Public Meeting notice was not posted at City Hall, that the report being submitted tonight was not made available prior to tonight's meeting.
3. Paul Schreiber – 922 Pleasant Dr. – wanted to commend the City for looking into making the Starkweather House a historic district.

2. Resolution No. 2005-16, Close the Public Hearing

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the public hearing to consider the proposed ordinance entitled "Starkweather Historic District" be **officially closed**.

OFFERED BY: Council Member Nickels

SUPPORTED BY: Mayor Pro-Tem Swanson

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

3. Resolution No. 2005-17, Resolution Determination – tabled to the end of the Consent Agenda.

B. Public Hearing to receive public input on an Application to the Michigan Department of Natural Resources for Improvements to Riverside Park.

1. Open the Public Hearing – Robert Bruner, Assistant City Manager, explained what would be included on the application for the Michigan Natural Resources Trust Fund Grant. Mayor Farmer opened the Public Hearing.

a. Audience Participation

1. Ruth Halsey – 533 Maus Ave. – She wants to see whether there are those who would volunteer to donate services to improve the park.

2. Resolution No. 2005-18, Close the Public Hearing

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the Public Hearing to consider the proposed resolution entitled, "APPROVING GRANT APPLICATION TO THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES FOR IMPROVEMENTS TO RIVERSIDE PARK," be officially closed.

OFFERED BY: Council Member Richardson

SUPPORTED BY: Council Member Nickels

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

3. Resolution No. 2005-19, Determination

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the legislature has appropriated approximately \$20 to \$25 million to the Department of Natural Resources (DNR) to be used in Fiscal Year 2005 under the Michigan Natural Resource Trust Fund (MNRTF); and

WHEREAS, the City of Ypsilanti wishes to apply for MNRTF funds to make improvements to Riverside Park; and

WHEREAS the proposed improvements to Riverside Park are estimated to be \$116,000; and

WHEREAS, the City of Ypsilanti and community partners wish to commit \$29,000, or 25% of the total project cost, to improvements to Riverside Park; and

WHEREAS, the sources of local match will come from various local businesses and other organizations in the Ypsilanti area, that have vested interest in the improvement of Riverside Park.

RESOLVED by the Council of the City of Ypsilanti that a grant application to the Michigan Department of Natural Resources for funds to improve Riverside Park to be approved, and the City Manager is authorized to sign said application for and on behalf of the City, subject to review and approval of the City Attorney.

FURTHER RESOLVED, that the proposed resolution **be approved on First and Final Reading.**

OFFERED BY: Council Member Richardson
SUPPORTED BY: Council Member Nickels

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

XI. ORDINANCE – SECOND READING

A. Resolution No. 2005-20, to consider the proposed ordinance entitled, "Historical Preservation Ordinance Text Amendment."

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the proposed ordinance entitled "HISTORICAL PRESERVATION ORDINANCE TEXT AMENDMENTS" be approved on **Second and Final Reading.**

OFFERED BY: Council Member LaRue
SUPPORTED BY: Council Member Gawlas

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

B. Resolution No. 2005-21, to consider the proposed ordinance, "An Ordinance to Amend Chapter 18 of the Ypsilanti City Code, entitled "Buildings and Building Regulations," Article VI "Inspection and Control of Certain Buildings."

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT an ordinance entitled "AN ORDINANCE TO AMEND CHAPTER 18 OF THE YPSILANTI CITY CODE, ENTITLED "BUILDINGS AND BUILDING REGULATIONS," ARTICLE VI "INSPECTION AND CONTROL OF CERTAIN BUILDINGS," DIVISION 1 "GENERALLY," BY AMENDING SECTION 18-111 "DEFINITIONS" BY ADDING A DEFINITION FOR "TRIGGERING EVENT," BY AMENDING DIVISION 5 "VACANT BUILDINGS," BY AMENDING SECTION 18-190 "INSPECTIONS" TO HAVE THE CITY COUNCIL BY RESOLUTION SET THE FEE FOR INSPECTIONS AND TO PROVIDE FOR LIMITED WAIVERS OF FEES; BY AMENDING SECTION 18-194 "ESCROW ACCOUNT" TO BE CONSISTENT WITH PREVIOUS CHANGES, TO PROVIDE FOR ESCROWS ONLY AFTER OCCURRENCE OF A TRIGGERING EVENT AND TO SET THE ESCROW FEES; AND BY AMENDING DIVISION 6 "DANGEROUS BUILDINGS," BY RENUMBERING CERTAIN SECTIONS AND BY ADDING SECTION 18-228 "COMPLIANCE; RETURN TO PRE-VACANT BUILDING STATUS." be approved on Second and Final Reading.

OFFERED BY: Council Member Gawlas
SUPPORTED BY: Council Member LaRue

Council Member Gawlas expressed concern that this Ordinance has turned to a more personal issue. He felt there was a need for further discussion to ensure that everyone have the same understanding as Council.

Discussion followed among Council.

Council Member Nickels proposed to have Section (D) – Chapter 18 deleted from the Ordinance as a friendly amendment.

Council Member Nickels withdrew his motion for the first friendly amendment.

Council Member Nickels then proposed a second friendly amendment to Resolution No. 2005-21 under Section 18-194 Subsection 1 to waive the monthly escrow fee of \$50.

Council Member LaRue supported this friendly amendment.

Council Member Richardson stated that she is bothered by the resolution stating “periodically” (with regard to inspections). She prefers the first friendly amendment.

Charles Boulard explained what the “periodic” inspections would involve. He stated that the inspections would be, at most, once a month. The worst buildings would require more attention.

Yes: 5 No: 2 (Richardson, Swanson) Absent: 0 Vote: Carries

The friendly amendment passed.

VOTE on approving the Ordinance with the Friendly Amendment.

Yes: 4 No: 3 Absent: 0 Vote: Carried

XII. CONSENT AGENDA - Resolution No. 2005-22, approving Consent Agenda items.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following Consent Agenda items be approved.

- B. Resolution No. 2005-25, authorizing the Assistant City Manager to file an application for \$30,000 for the Freighthouse and upon approval of the final application by the Department of History, Arts, and Libraries, the Mayor shall be authorized to sign the grant contract, any necessary**

amendments to the grant, other contract related documents subject to the review of the City Attorney.

- C. Resolution No. 2005-26**, authorizing the City Manager to sign the agreement with Sutphen Incorporated for repairs to the Ypsilanti Fire Department Sutphen Aerial Platform Apparatus in the amount of \$26,439.
- D. Resolution No. 2005-27**, supporting the Federal budget with a minimum of \$4.35 billion in formula funding for CDBG in FY 2006, exclusive of any set-asides within the program; and that the Community Development Block Grant program remain as a separate program under the U.S. Department of Housing and Urban Development (HUD).
- E. Resolution No. 2005-28**, authorizing the Chief of Police to sign all necessary documents needed to execute the vehicle purchase and equipment changeover with Bill Crispin Chevrolet of Saline, Michigan and Electronics Services of Ann Arbor, Michigan.
- F. Resolution No. 2005-29**, authorizing the purchase of one (1) F-350 One Ton Stake Truck from Varsity Ford of Ann Arbor, Michigan in the amount of \$28,376.
- G. Resolution No. 2005-30**, approving the proposed amendment to the agreement with the Ypsilanti Communities Utilities Authority, incorporates the most recent city revenue bond issues and authorizes the Mayor and City Clerk to sign same.
- H. Resolution No. 2005-31**, approves the MDOT State Trunk-line Maintenance Contract No. 2004-0744 with the State of Michigan, Department of Transportation, and authorizes the Mayor and City Clerk to sign contract for and on behalf of the City of Ypsilanti subject to the approval of the City Attorney.
- J. Resolution No. 2005-33**, authorizing the application for an Annual Permit that will allow the City of Ypsilanti to work within the Michigan Department of Transportation's (MDOT) right-of-way to complete work under the conditions of the permit.

OFFERED BY: Council Member Filipiak
SUPPORTED BY: Council Member LaRue

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

XIII. RESOLUTIONS

- A. Resolution No. 2005-24**, approving the scheduling of a public hearing on May 3, 2005 to receive public input on the proposed vacation of said alley, as required by section 94-293 of the City Charter.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, an application for alley vacation has been submitted for a public alley, 33 ft. in width, which extends approximately 160 ft. east of Center Street, located south of East Michigan Avenue; and

WHEREAS, the City of Ypsilanti Planning Commission held a public hearing on January 19, 2005 and provided a recommendation to vacate said alley; and

WHEREAS, the City Charter requires that City Council receive the Planning Commission recommendation and schedule a public hearing within four weeks of receiving said recommendation; and

NOW, THEREFORE, BE IT RESOLVED, THAT City Council hereby schedules a public hearing on May 3, 2005 to receive public input on the proposed vacation of said alley, as required by section 94-293 of the City Charter.

OFFERED BY: Council Member LaRue

SUPPORTED BY: Council Member Gawlas

VOTE

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

B. Resolution No. 2005-17 tabled to a future date.

XIV. COUNCIL PROPOSED BUSINESS

A. Council Member Richardson questioned the method in which presentations and resolutions are brought forth.

B. Council Member Richardson questioned the status of the investigation on the Rhonda Green incident at BWW With Buffalo Wild Wings. She complimented the Ypsilanti Police Department on its efforts. She mentioned that she had gone through the Ypsilanti Community Police Academy. She received complaints about specific YPD officers. She stated that she has discussed the issue with the Ypsilanti Police Chief. She called for an investigation into this issue.

C. Council Member Nickels stated that he and Council Member Gawlas had worked with a traffic review committee to get a parking by permit policy for residents. This will be implemented in July.

D. Council Member Filipiak passed on presenting anything at this time to Council.

- E. Council Member LaRue stated that he was sorry to see that Shari Kirby is leaving City employment. He spoke of the success of the Freight House Fundraiser and the success of the application for a certified local government grant for the Freight House. He said reaching the goals was just what was needed.
- F. Council Member Gawlas commented on website updates. He suggested that the fee schedule be displayed on the website at an appropriate location.
- G. Mayor Pro-Tem Swanson thanked the City Manager for taking care of furniture and garbage on Madison St.

XV. LIAISON REPORTS

- A. **SEMCOG Update** – Mayor Pro-Tem Swanson and Council Member LaRue were reappointed.
- B. **Recreation Commission** – Brian Filipiak spoke about the fee structure for the new fiscal year. He reviewed the joint meeting study session from February 15, 2005.
- C. **Washtenaw Area Transportation Study** – Norman Kennedy retired from WATS as a representative.

Mayor Farmer expressed that she would like to do a proclamation for Mr. Kennedy.

- D. **Washtenaw Development Council** – John Gawlas stated that the Executive Director Sue Lackey has left. The annual meeting of the Washtenaw Development Council is March 24, 2005 to be held at the new Michigan Information Technology Center on State St. The meeting of the Board of Directors is at 3:00. There is an open house from 4:30-6:00. He stated that he also served on the nominating committee. The City needs to name a representative for the committee.
- E. **Ypsilanti Area Community Fund** – Lois Richardson stated that the Foundation is planning a couple of fundraisers, one in late April and one in May. On May 27, from 5:30-7:00 p.m., the Annual Meeting of the Ann Arbor Area Community Fund will be held.

Eastern Michigan University is working with the City on a Who Should Go To College Forum. There will be a meeting on Monday, April 4, 2005, from 6:00-8:00 p.m. at the Parkridge Community Center.

- F. **Smart Zone** – There is nothing at this time.
- G. **Washtenaw Metro Alliance** – John Gawlas submitted a handout, a memo from the Washtenaw County Department of Planning & Environment. It is a

presentation on the Alliance funding a plan development project. He informed Council that he had voted in support of this funding.

XVI. COMMUNICATIONS FROM THE CITY MANAGER

- A. Ed Koryzno, City Manager, stated that he had a Fee Schedule Resolution that would be presented on March 8, 2005. He mentioned that Shari Kirby would be having a reception in Council Chambers at City Hall Friday, March 4, 2005 from 2:30-4:30. He asked for Council's input on Mayor Exchange Day. He also noted that the May election is on the same day as the next scheduled Council meeting. He spoke regarding the investigation that was supposed to have taken place with regard to the ballot error. Written documentation from the Clerk's office was sent to the County which showed the way the ballot should have read.

XVII. COMMUNICATIONS FROM THE MAYOR

- A. **Resolution No. 2005-34**, appointing members to the Boards and Commissions.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>NAME</u>	<u>BOARD</u>	<u>TERM TO EXPIRE</u>
1. Rhoshebie Argo 111 N. Normal Ypsilanti, MI 48197	Downtown Development Authority (Reappointment)	3/1/2009
2. Jane Schmeideke 313 High Ypsilanti, MI 48197	Historic District Commission (Reappointment)	1/31/2008
3. Hank Prebys 301 N. Grove Ypsilanti, MI 48198	Historic District Commission (Reappointment)	1/31/2008
4. Brenda Rigdon 504 E. Forest Ypsilanti, MI 48198	Historic District Commission (Reappointment)	1/31/2008
5. Roderick Johnson 310 N. Grove Ypsilanti, MI 48198	Planning Commission (Reappointment)	5/1/2007

OFFERED BY: Mayor Pro-Tem Swanson

SUPPORTED BY: Council Member Nickels

VOTE

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

B. Mayor Farmer thanked all of Council who supported the Vacant Building Ordinance. She stated that there's a rumor that the School District is looking to sell some property. She wanted to ask Council if they were interested in passing a resolution asking the School Board to allow the City First Right of Refusal to purchase if they decide to sell any property that is either in the city or contiguous to the city.

XVIII. ADJOURNMENT

A. Resolution No. 2005-35, to adjourn the meeting.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

OFFERED BY: Mayor Pro-Tem Swanson
SUPPORTED BY: Council Member Nickels

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

Meeting was adjourned at 11:30 p.m.



Resolution No. 2024-143
June 18, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti works closely with MDOT on a number of fronts.

WHEREAS, the MDOT Performance Resolution for Municipalities authorizes the application for an Annual Permit that allows staff to apply to MDOT for various routine activities, including activities carried out as part of our trunkline maintenance contract and the two annual parades

THEREFOR BE IT RESOLVED, that City Council hereby authorizes the application for an Annual Permit that will allow the City of Ypsilanti to work within the Michigan Department of Transportation's (MDOT) right-of-way to complete work under the conditions of the permit

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
June 18, 2024

For: Mayor and City Council

From: Joshua Burns, City Planner

Subject: Resolution No. 2024-144 reappointing Brian Jones-Chance to the Planning Commission with a term ending May 1, 2027.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. PC Reappointment RFL - BJC 2024
2. Jones-Chance App

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 18, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-144
June 18, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>Name</u>	<u>Board</u>	<u>Expiration</u>
Brian Jones-Chance 504 Maus Ypsilanti, MI 48198	Planning Commission	05/01/2027

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Board and Commission Application for Reappointment

First Name	BRIAN
Last Name	JONES-CHANCE
Address	
City	Ypsilanti
State	MI
Zip Code	48198
Phone Number	
Email Address	
Board or Commission of Reappointment	PLANNING COMMISSION
Number of Terms Served	1
Did you hold a Position of Leadership?	No
Are you reapplying to continue as a youth member?	No
During your time, how did you assist your Board or Commission to achieve its purpose as stated in the enabling legislation?	Reviewed and approved site plans, recommended important changes to zoning, moved housing projects forward.
How will you continue to assist your Board or Commission to achieve its purpose if reappointed?	I'll push for further changes in zoning to advance housing affordability and more liberal land use policies.
Number of absences	2

If you had over 3
absences in a calendar
year please explain?
(this information will not
be made available to
the public)

Work trips

Electronic Signature
Agreement

I agree.

Electronic Signature

Brian E. Jones-Chance



REQUEST FOR LEGISLATION
June 18, 2024

For: Mayor and City Council

From: Joshua Burns, City Planner

Subject: Resolution No. 2024-145 Appointing Tom Roach to the Zoning Board of Appeals with a term ending May 1, 2027

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. ZBA Reappointment RFL - TR 2024
2. Roach App

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 18, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-145
June 18, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>Name</u>	<u>Board</u>	<u>Expiration</u>
Tom Roach 912 Pearl Ypsilanti, MI 48197	Zoning Board of Appeals	07/01/2027

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Board and Commission Application for Reappointment

First Name	Tom
Last Name	Roach
Address	
City	Ypsilanti
State	Michigan
Zip Code	48197
Phone Number	
Email Address	
Board or Commission of Reappointment	Zoning Board of Appeals
Number of Terms Served	4 or Over
Did you hold a Position of Leadership?	No
Are you reapplying to continue as a youth member?	No
During your time, how did you assist your Board or Commission to achieve its purpose as stated in the enabling legislation?	By actively participating in ZBA meetings whenever issues were presented to us.
How will you continue to assist your Board or Commission to achieve its purpose if reappointed?	By continuing to actively participate in ZBA meetings when new issues are presented to us.
Number of absences	NA

If you had over 3
absences in a calendar
year please explain?
(this information will not
be made available to
the public)

NA

Electronic Signature
Agreement

I agree.

Electronic Signature

Tom Roach



REQUEST FOR LEGISLATION
June 18, 2024

For: Mayor and City Council

From: Nicole Brown, Mayor

Subject: Resolution No. 2024-146 Appointing Emmanuelle V Maurer to the Downtown Development Authority with a term ending July 1, 2028

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Resolution - Maurer YDDA Apt
2. Maurer App

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 18, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-146
June 18, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>Name</u>	<u>Board</u>	<u>Expiration</u>
Emmanuelle V Maurer 213 West Michigan Avenue, L Ypsilanti, MI 48197	Ypsilanti Downtown Development Authority	7/1/2028

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Citizen Advisory Boards and Commissions Participation Resume

The people of Ypsilanti are involved in their City government and are an important part of the community's achievements. Individuals interested in receiving more information in regards to serving on an advisory board or commission are invited to contact the City Clerk's Office at 734-483-1100. Alternatively, citizens who would like to participate can submit their information in the form below. After you apply, nomination to a board or a commission under the City Charter either by the Mayor or by two Council Members, and is subject to the approval and confirmation by a majority vote of the City Council.

Qualifications

Must be a resident/business owner in the city for at least two years. Or Council must determine your expertise is essential and not available in an applicant that meets the qualifications above. Must be eligible to vote in the state if not applying for youth membership.

Name	Emmanuelle V Maurer
------	---------------------

Email Address	
---------------	--

Address	
---------	--

City	Ypsilanti
------	-----------

State	MI
-------	----

Zip Code	48197
----------	-------

Phone Number	
--------------	--

Number of Years in the Community	26
----------------------------------	----

Ward You Live In	Ward 1, Precinct 2
------------------	--------------------

Education	Bachelors Degree in Interior Design from EMU.
-----------	---

Occupation	Property Manager & Real Estate Agent & Interior Designer
------------	--

Employer	Maurer Managmeent
----------	-------------------

Are you applying for youth membership?	No
--	----

Are you registered to vote in the City of Ypsilanti?	Yes
--	-----

I would like to be considered and could devote sufficient time to serve on the following board or commission:

Ypsilanti Downtown Development Authority

Party Affiliation

Democrat

Field not completed.

Why are you interested in serving on these boards/commissions?

I have lived in Ypsilanti my whole life, and currently live in downtown. I also own and manage many properties in the downtown and surrounding area of Ypsilanti. I am very passionate about seeing our downtown flourish with community events, and even becoming a destination spot. I am a full-time property manager, interior designer and a licensed realtor with Coldwell Banker. With my skillset I believe I have the ability to contribute important decision-making skills to the DDA.

Work/volunteer experience related to the board or commission:

This past March, with the help of my community, I put on a free art exhibit. This has now become a fully functional art gallery space ran by two wonderful women. I love supporting other local businesses, especially helping them in any way I can. I frequent many of the businesses downtown and believe in the importance of shopping local and community building. Throughout my real estate career, I have helped place many people into homes whether by buying or renting, as well as apartments throughout the city/township. I want the best for my community, clients, tenants and others.

I understand that appointment to a City of Ypsilanti board or commission requires regular attendance at board meetings.

Yes

I hereby certify that all of the information above is true.

Yes



REQUEST FOR LEGISLATION
June 18, 2024

For: Mayor and City Council

From:

Subject: Resolution No. 2024-147 approving the request of ACE Pyro, LLC. for a Pyrotechnics Permit for June 21, 2024 at EMU.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. EMU 2024 June Event
2. Pyro Resolution

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 18, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:

EMU 2024 Proximate Pyrotechnics Display(s)

Display Date(s):

- 6/21/2024

Display Location:

- Rynearson Stadium, 799 North Hewitt Road, Ypsilanti, MI 48197
- Pyrotechnics will be fired from 4 rooftop positions at north end of stadium (see attached diagram). *Track level positions will not be used for this event.*

Display Description:

- Pyrotechnics will be employed for the event.
- Duration will be ~30 seconds.
- Between the hours of 5pm-7pm based on the timeline of the event.

Type of Fireworks:

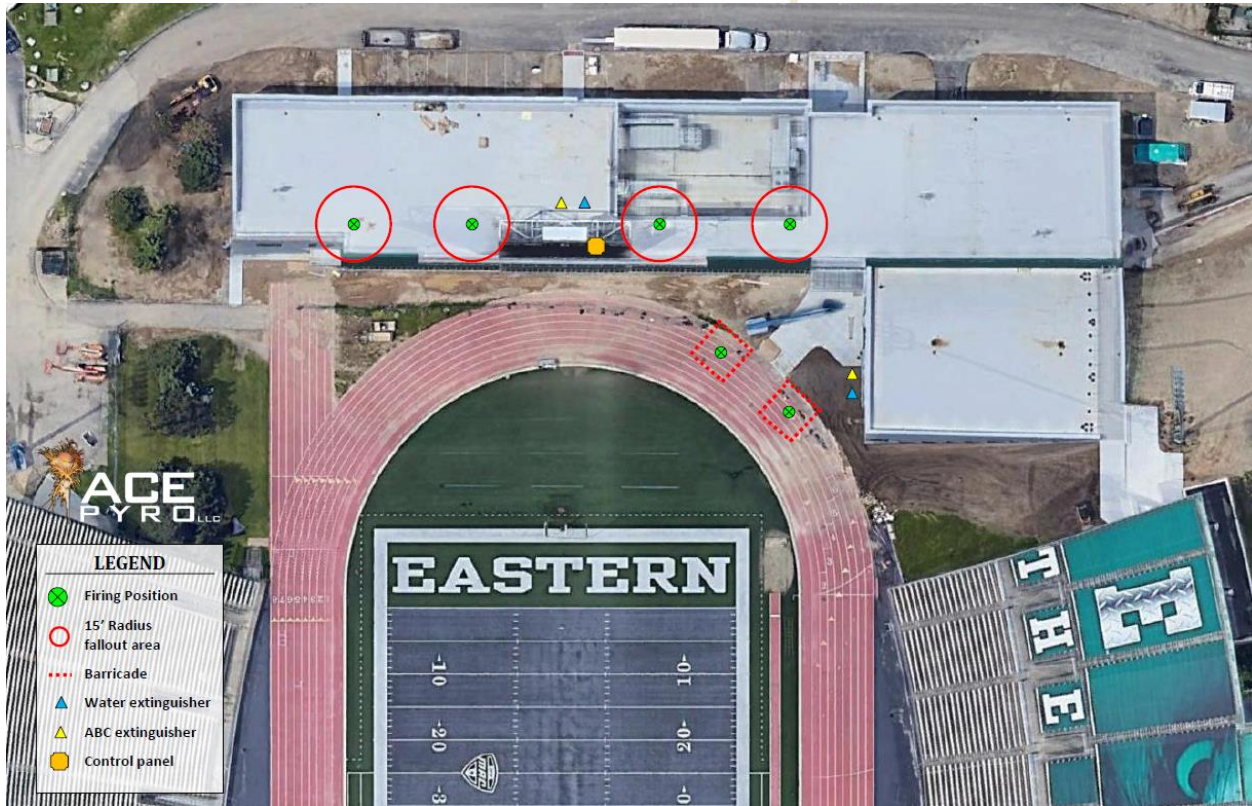
- Display will consist entirely of products certified UN0431, 1.4G Articles Pyrotechnic
- Pyrotechnics are designed for use on buildings, stages, and other proximate environments
- Pyrotechnics specifically designed to produce no hot fallout debris and low smoke

Display Operator Qualifications:

- Display Sales & Production Manager ACE Pyro, LLC
- Certified by the Pyrotechnics Guild International 'Display Operator Certification Course'
- Pyrotechnic Operator License – City of Detroit, Michigan
- Display choreographer
- System developer and industrial engineer – StarFire digital firing system
- 10+ years of experience on 100+ professional fireworks displays

Safety Precautions:

- Compliance with NFPA 1126: Standard for the Use of Pyrotechnics Before a Proximate Audience
- Firing positions will be barricaded to prevent unauthorized access
- Pyrotechnic materials will be attended at all times once on site
- Pyrotechnics will be fired using a computer controller digital firing system
- ABC and water firing extinguishers will be pre-positioned on display site



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acrisure, LLC dba Britton Gallagher & Associates
3737 Park East Dr. STE 204
Beachwood OH 44122

CONTACT

NAME:

PHONE (A/C No. Extn): 216-658-7100

FAX (A/C No.): 216-658-7101

E-MAIL

ADDRESS: info@brittongallagher.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: JAMES RIVER INS CO

12203

INSURER B: Everest Denali Insurance Company

16044

INSURER C: Axis Surplus Ins Company

26620

INSURER D: Arch Speciality Ins Co

21199

INSURER E:

INSURER F:

INSURED
Ace Pyro LLC
13001 E Austin Road
Manchester MI 48158

COVERAGES

CERTIFICATE NUMBER: 881075228

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			00136779-1	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 5,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	☐ POLICY ☒ PROJECT ☐ LOC						
B	AUTOMOBILE LIABILITY			018C400266-231	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☒ NON-OWNED AUTOS						\$
C	UMBRELLA LIAB			P-001-000839920-3	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 4,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 4,000,000
	☐ OCCUR						\$
	☐ CLAIMS-MADE						\$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
D	Excess Liability #2			UXP1048247-02	11/1/2023	11/1/2024	Each Occurrence \$5,000,000
							Aggregate \$5,000,000
							Total Excess Limits \$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Additional Insured: City of Ypsilanti and Eastern Michigan University

Event Location: Rynearson Stadium, 799 North Hewitt Road, Ypsilanti, MI 48197

Display Date: 6/21/2024

CERTIFICATE HOLDER**CANCELLATION**

City of Ypsilanti
1 South Huron St
Ypsilanti MI 48197

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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PO Box 2 | Manchester, MI 48158 | 586-855-9492 | chrisp@acepyro.com

**2024 Application for Fireworks Other Than Consumer or Low Impact**

Authority: 2011 PA 256		The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY DATE PERMIT(S) EXPIRE:	
TYPE OF PERMIT(S) (Select all applicable boxes)					
☐ Agricultural or Wildlife Fireworks		☒ Articles Pyrotechnic		☐ Display Fireworks	
☐ Public Display		☒ Private Display			
☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes					
NAME OF APPLICANT Chris Pappas		ADDRESS OF APPLICANT 9700 Burmeister Rd, Saline, MI 48176		AGE OF APPLICANT 18 YEARS OR OLDER ☒ YES ☐ NO	
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER Aaron Enzer		ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER 9700 Burmeister Rd, Saline, MI 48176			
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		TELEPHONE NUMBER	
NAME OF PYROTECHNIC OPERATOR Chris Pappas		ADDRESS OF PYROTECHNIC OPERATOR 9700 Burmeister Rd, Saline, MI 48176		AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER ☒ YES ☐ NO	
NO. YEARS EXPERIENCE 10+		NO. DISPLAYS 75+		WHERE Michigan, Illinois, Indiana, Quebec, Canada	
NAME OF ASSISTANT Josh Bauer		ADDRESS OF ASSISTANT 9700 Burmeister Rd, Saline, MI 48176		AGE OF ASSISTANT 18 YEARS OR OLDER ☒ YES ☐ NO	
NAME OF OTHER ASSISTANT		ADDRESS OF OTHER ASSISTANT		AGE OF OTHER ASSISTANT 18 YEARS OR OLDER ☐ YES ☐ NO	
EXACT LOCATION OF PROPOSED DISPLAY Rynearson Stadium 799 North Hewitt Road, Ypsilanti, MI 48197					
DATE OF PROPOSED DISPLAY 6/21/2024		TIME OF PROPOSED DISPLAY ~5-7pm			
MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT None, fireworks product will be brought from company storage in time for display setup.					
AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) \$10,000,000		NAME OF BONDING CORPORATION OR INSURANCE COMPANY Britton Gallagher			
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY 1375 E. 9 th Street, 30 th Floor Cleveland, OH 44114					
NUMBER OF FIREWORKS Approximately 50		KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed) Close Proximity Articles Pyrotechnic Effects			
SIGNATURE OF APPLICANT Christopher Pappas				DATE 5/31/2024	



2024 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
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This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes) ☒ Agricultural or Wildlife Fireworks ☒ Articles Pyrotechnic ☐ Display Fireworks ☒ Public Display ☒ Private Display ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY. PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)
NAME OF PERSON PERMIT ISSUED TO Chris Pappas		AGE (18 YEARS OR OLDER) ☒ YES ☐ NO
ADDRESS OF PERSON PERMIT ISSUED TO 9700 Burneister Rd, Saline, MI 48176		
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION ACE Pyro, LLC		
ADDRESS 9700 Burneister Rd, Saline, MI 48176		
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) Approximately 50 - Close Proximity Articles Pyrotechnic Effects		
EXACT LOCATION OF DISPLAY OR USE Rynearson Stadium 799 North Hewitt Road, Ypsilanti, MI 48197		
CITY, VILLAGE, TOWNSHIP Ypsilanti	DATE 6/21/2024	TIME ~5-7PM
BOND OR INSURANCE FILED ☒ YES ☐ NO		AMOUNT \$10,000,000

Issued by action of the Legislative Body of the

☐ City ☐ Village ☐ Township of _____ on the _____ day of _____, 2024.

(Signature and Title of Legislative Body Representative)

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT



Resolution No. 2024-148
June 18, 2024

WHEREAS, the City of Ypsilanti has received a request from ACE Pyro, LLC for a Pyrotechnics Permit for a fireworks display on June 21, 2024 at Rynearson Stadium, 799 N Hewitt Road, Eastern Michigan University, and

WHEREAS, The Fire Department will require certain inspections,

NOW, THEREFORE, IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that the Pyrotechnics Permit is approved for ACE Pyro, LLC, subject to approval by the Fire Department.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VACANT: VOTE:



REQUEST FOR LEGISLATION
June 18, 2024

For: Mayor and City Council

From: Patrick McLean, Council Member

Subject: Resolution No. 2024-148 opposing the ballot initiative known as Ax MI Tax and all related legislation.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Resolution against AX MI Legislation

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 18, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-148
June 18, 2024

WHEREAS, An effort known as Ax MI Tax aims to eliminate all real and personal property taxes in Michigan. This ballot initiative is being pursued by individuals who say they “don’t care” about what is lost. This “don’t care” approach to the impact of this proposal devalues the importance of having shared interest and connections between community members, and

WHEREAS, This proposal will cut over \$17 billion in funding for schools, roads, recreation, and public safety. At the same time, it provides fractional and restricted replacement funding to cities, villages, townships, and counties with no replacement revenue to schools or other authorities, and

WHEREAS, communities are filled with spaces, activities, and core services we need and utilize daily, such as public safety, senior services, roads and water infrastructure, trash collection, education opportunities, libraries, and more. To fund these services, our communities rely on property taxes. These property taxes are vital to providing real human and economic benefits, and

NOW, THEREFORE, IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI, that while reducing taxes may seem appealing, this proposal will negatively impact in a profound way the very people and services it claims to protect. The elimination of these resources will make it impossible for state and local governments to deliver core services, invest in our infrastructure, and spur economic growth;

BE IT FURTHER RESOLVED, That this ballot initiative would have a catastrophic economic and social impact on every community whose services provide value to residents and businesses. Property taxes serve a clear purpose. In their absence, we lose far more than the ability to provide services; we lose the ability for people to choose and contribute to the community where they live;

BE IT FURTHER RESOLVED, that the Council of the City of Ypsilanti opposes this ballot initiative.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VACANT: VOTE:



REQUEST FOR LEGISLATION
June 18, 2024

For: Mayor and City Council

From: Desirae Simmons, Council Member

Subject: Resolution No. 2024-149 disbursing \$50,000 from the Housing Trust Fund to support the staffing, access to showers, and food programming being offered by FedUp Ministries in partnership with efforts to support our most vulnerable populations.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Disburse Housing Funds Resolution

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 18, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-149
June 18, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas the community including residents, business owners, and visitors have experienced an increase of the needs of our unhoused, and housing instable community members and have asked City Council to support solutions that center care, and

Whereas we budgeted \$50,000 in the Housing Trust Fund which can be used to support efforts to create more housing stability and associated services, and

Whereas FedUp Ministries has provided a proposal to increase their presence and services in the heart of Downtown Ypsilanti with a total cost of \$188,988 for five months (June-October), and

Whereas FedUp employs those who are unhoused, housing insecure, have felony records, and others in order to build skills and the ability for their employees to afford more safe and secure housing, and

Whereas the FedUp proposal asks for \$50,000 in support from the City of Ypsilanti;

Now Therefore be it resolved that we disburse \$50,000 from the Housing Trust Fund to support the staffing, access to showers, and food programming being offered by FedUp Ministries in partnership with efforts to support our most vulnerable populations.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
June 18, 2024

For: Mayor and City Council

From: Desirae Simmons, Council Member

Subject: Resolution No. 2024-150 regarding the lowest law enforcement priority for the City of Ypsilanti and the specifics for investigation and arrest of persons in possession of a controlled substance.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION:

ATTACHMENTS:

1. Resolution No 2024-150

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 18, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

RESOLUTION DECLARING THAT THE INVESTIGATION AND ARREST OF INDIVIDUALS IN POSSESSION OF A CONTROLLED SUBSTANCE, "IN AN AMOUNT SUFFICIENT ONLY FOR PERSONAL USE", IF EVIDENCE IS PRESENT THAT A CONTROLLED SUBSTANCE WAS OBTAINED AS A RESULT OF PARTICIPATION IN, OR THE INDIVIDUAL IN POSSESSION OF A CONTROLLED SUBSTANCE IS A PARTICIPANT, STAFF MEMBER, OR VOLUNTEER OF A QUANTITATIVE DRUG-CHECKING PROGRAM; OR INDIVIDUALS IN POSSESSION OF DRUG PARAPHERNALIA, IF EVIDENCE IS PRESENT THAT PARAPHERNALIA WAS OBTAINED AS A RESULT OF PARTICIPATION IN, OR THE INDIVIDUAL IN POSSESSION OF PARAPHERNALIA IS A PARTICIPANT, STAFF MEMBER OR VOLUNTEER OF, A SYRINGE SERVICE PROGRAM , BE THE LOWEST PRIORITY FOR THE CITY OF YPSILANTI

WHEREAS, For decades, America has been in the throes of a devastating opioid epidemic. Opioid overdoses have claimed the lives of over a million Americans since 1999. Tragically, drug overdose deaths nationally have continued to rise on an annualized basis. No community has been spared from the opioid epidemic's devastation; and WHEREAS, between 60 - 80 people Washtenaw County residents have lost their lives each year due to opioid overdoses. The most recent year's preliminary data suggests a minuscule decrease, with 56 Washtenaw residents losing their life to an opioid overdose in 2023. But even one overdose death is too many, and this decrease is likely a "wobble" like previous ones that were met with exponentially high curves afterworse. It is imperative that government actors do all they can to save lives; and

WHEREAS, with the prevalence of drug contamination, there has never been a more critical moment to know precisely what compounds (and how much) are present in drug supplies. Those who use drugs should be able to avoid unwittingly taking drugs that could lead to overdose; and

WHEREAS, quantitative drug-checking programs can work only if people feel comfortable bringing a sample for testing. If people fear that providing samples for testing could subject them to criminal consequences, they will be extraordinarily unlikely to provide such samples for testing. That could lead to more overdoses, more deaths, and delayed (or incomplete) information about the community's drug supply; and

WHEREAS, the Washtenaw County Prosecutor's Office has released an initial draft of a policy committing to forgo prosecution of "possession of (1) trace amounts of drugs that were (2) provided for quantitative drug-checking and consistent with the statutory

standard for “good Samaritans” seeking overdose attention, the Prosecutor’s Office also will not prosecute possession of a controlled substance “in an amount sufficient only for personal use” if the evidence that a person possessed a controlled substance was obtained as a result of participation in a quantitative drug-checking program.”; and

WHEREAS, the City of Ypsilanti consistently ranks within the highest number of non-fatal and fatal overdoses reported within municipalities in Wayne and Washtenaw County; and

WHEREAS, drug-checking tools such as Fourier-transform infrared spectroscopy (FTIR) and gas chromatography mass spectroscopy (GC-MS) —generally known as “quantitative drug checking”—can identify multiple substances in a drug sample and determine the relative concentration of those substances giving people lifesaving information about the dangers that might be posed by sample adulteration; and

WHEREAS, advanced drug-checking services can prevent a person from unwittingly taking a substance they may otherwise have believed was safe; and

WHEREAS, effective deployment of FTIR and/or GC-MS drug-checking can also alert public-health and law-enforcement personnel as to emerging trends regarding the drug supply in a community. For example: Advanced drug-checking technology can provide early alerts that drug samples in a given community are starting to be contaminated with Xylazine; and

WHEREAS, fatal overdose rates continue to rise disproportionately within BIPOC communities in Michigan; and

WHEREAS, the Governor's Office and MDHHS have forwarded directives to reduce fatal overdoses in Michigan and ultimately eliminate racial disparities in fatal overdoses throughout the state; therefore BE IT

RESOLVED: That the Mayor and City Council hereby declare that it shall be the policy of the City of Ypsilanti that the investigation and arrest of persons in possession of a controlled substance, “in an amount sufficient only for personal use”, if evidence is present that a controlled substance was obtained as a result of participation in, or the individual in possession of a controlled substance is a participant, staff member, or volunteer of a quantitative drug-checking program; or individuals in possession of drug paraphernalia, if evidence is present that paraphernalia was obtained as a result of participation in, or the individual in possession of paraphernalia is a participant, staff member or volunteer of, a syringe service program, shall be the lowest law enforcement priority for the City of Ypsilanti; and city funds or resources shall not be used in any investigation, detention, arrest, or prosecution arising out of alleged violations of state and federal law regarding individuals in possession of a controlled substance, “in an amount sufficient only for personal use”, if evidence is present that a controlled substance was obtained as a result of participation in, or the individual in possession of a controlled substance is a participant, staff member, or volunteer of a quantitative drug-checking program; or individuals in possession of drug paraphernalia, if evidence is present that paraphernalia was obtained as a result of participation in, or

the individual in possession of paraphernalia is a participant, staff member or volunteer of, a syringe service program; be it further

RESOLVED, that this resolution does not provide protection from arrest or prosecution, if (1) charges are sought by law-enforcement for possession of a controlled substance "sufficient only for personal use," and (2) there is sufficient evidence to authorize that charge that does not stem from participation in a quantitative drug-checking program, APAs should authorize that charge, assuming charges are in the interest of justice. That is true even if the would-be defendant separately participated in a quantitative drug-checking program; be it further

RESOLVED, That if any provision of this resolution is declared by a court of competent jurisdiction to be contrary to any statute, regulation, or judicial decision, so that its applicability to any agency, person, or circumstance is held invalid, the validity of the remainder of this resolution and its applicability to any other agency, person, or circumstance shall not be affected.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
June 18, 2024

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Discussion regarding the Community Benefits Ordinance.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION:

ATTACHMENTS:

1. ARTICLE_VII.____COMMUNITY_BENEFITS

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 18, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:

ARTICLE VII. COMMUNITY BENEFITS

DIVISION 1. GENERALLY

Sec. 30-500. Purpose.

- (a) It shall be the policy of the City of Ypsilanti to require, wherever feasible, proportional community benefits as a condition of significant public support for development in the form of subsidies, tax abatements, below-market priced land, or other enhanced public resources.
 - (b) This article shall be known as the "City of Ypsilanti Community Benefits Ordinance."
- (Ord. No. 1325, § 1, 9-11-2018)

Sec. 30-501. Definitions.

The following words, terms, and phrases when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Community benefits mean the amenities, benefits, commitments, or promises to the City of Ypsilanti by a developer, as discussed further in section 30-515 of this article.

Community benefits agreement means a voluntary contract negotiated and agreed to by the City of Ypsilanti and a developer to provide community benefits in return for the receipt of a public support.

Department means the City of Ypsilanti Economic and Community Development Department, or its successor department.

Developer means any person, firm, partnership, limited liability company, corporation, joint venture, proprietorship, or other entity that is the purchaser or lessee in the sale or lease of city-owned land, the recipient of a financial incentive, or any combination thereof, including sub-contractors.

Financial incentive means cash or near-cash assistance provided on the discretionary basis of the City of Ypsilanti to attract or retain a project. These benefits principally encompass tax and economic incentives provided by federal, state, or local governmental bodies, as discussed further in section 30-514 of this article.

Interested councilmember means a member of the Ypsilanti City Council representing the ward in which a project is proposed to be located.

Project means either a tier 1 project or tier 2 project.

Public support means a financial incentive of \$50,000.00 or more or the sale or lease of city-owned land for a price of at least \$10,000.00 below market value, as determined by the city assessor. Public support shall not include incentives through the Neighborhood Enterprise Zone Act, Public Act 147 of 1992 (MCL 207.771 et seq.).

Quadruple bottom line philosophy means the effect a project may have on the well-being of the community in terms of cultural vitality, social equity, economic prosperity, and environmental sustainability. This includes the public support and community benefits agreed to as part of the project.

Registered group means any group or organization with at least one member that is a resident of the City of Ypsilanti that files their contact information with the department to receive notification under this article. The

department shall keep this information on file. The registered group shall be responsible for the accuracy of the information submitted to the department.

Sale or lease of city-owned land means the conveyance of title of real property from the city or other public entity to a purchaser or a lease of city or other public property to a lessee. The conveyance of city rights-of-way, conveyances under the property disposition policy, and the conveyance or lease of properties less than one-quarter of an acre in size are not included in this definition.

Tier 1 project means any project, development, or redevelopment in which the developer is requesting public support in the form of a financial incentive in an amount of \$50,000.00 or more and less than \$250,000.00.

Tier 2 project means any project, development, or redevelopment in which the developer is requesting public support in the form of a financial incentive in an amount greater than \$250,000.00 or in the form of the sale or lease of city-owned land.

(Ord. No. 1325, § 1, 9-11-2018)

Secs. 30-502—30-510. Reserved.

DIVISION 2. COMMUNITY BENEFITS AGREEMENT REQUIRED

Sec. 30-511. Agreement required.

A community benefits agreement is required between the City of Ypsilanti and a developer prior to city council's final approval of public support. City council may grant preliminary approval of public support subject to the execution of a community benefits agreement.

(Ord. No. 1325, § 1, 9-11-2018)

Sec. 30-512. Minimum standards.

The following minimum standards shall be required of any community benefits agreement:

- (a) Legally enforceable and the result of the procedure specified under division 3 of this article.
- (b) The community benefits provided reflect the scale of and be in proportion to the public support approved.
- (c) Identify specific methods with regard to monitoring and compliance with the provisions of the community benefits agreement.
- (d) Provide for enforcement terms and specific remedies upon the breach or non-compliance of a party. Such remedies may include, without limitation, specific performance, liquidated damages, claw backs, or revocation or withdrawal of public support.
- (e) The provisions of a community benefits agreement shall be binding upon all parties, including their agents, successors, and assigns. After approval and execution by the parties, community benefits agreements shall be recorded against the property in which a project is located and run with the land.
- (f) Where possible, provide a means to measure, value, and assess the factors discussed in section 30-513 of this division.

-
- (g) Inclusion of local small businesses, minority-owned business enterprises, women-owned business enterprises, and other relevant business organizations in pre-bid meetings and conferences with advance notice.
 - (h) Compliance of developer with the living wage or prevailing wage requirements, as applicable, provided for in chapter 2, article VI of this Code of Ordinances.
 - (i) No outstanding back taxes, fines, or liens are owed to the city.
 - (j) Compliance of developer with the provisions contained in chapter 58, article III, division 1 of this Code, regarding employment discrimination.
 - (k) Provide for the cleanup of contamination on site, as required by the Michigan Department of Environmental Quality

(Ord. No. 1325, § 1, 9-11-2018)

Sec. 30-513. Quadruple bottom line philosophy.

Guided by a quadruple bottom line philosophy, the following factors should be considered in the consideration, deliberation, and approval of a community benefits agreement:

- (a) The potential value a project may bring to the community.
- (b) The potential impact a project will have on the community.
- (c) The profitability of a project.
- (d) Identification of potential sites of cultural, historical, or archeological significance, as well as the protection and preservation of such sites.

(Ord. No. 1325, § 1, 9-11-2018)

Sec. 30-514. Potential programs.

The following is a non-exhaustive list of potential programs in which financial incentives may derive:

- Brownfield Redevelopment Financing Act 381 of 1996 (MCL 125.2651 et seq.).
- Commercial Redevelopment Act 255 of 1978 (MCL 207.651).
- Commercial Rehabilitation Act 210 of 2005 (MCL 207.841 et seq.).
- Corridor Improvement Authority Act 280 of 1995 (MCL 125.2871 et seq.).
- Historical Neighborhood Tax Increment Finance Authority Act 530 of 2004 (MCL 125.2841 et seq.).
- Local Development Financing Act 281 of 1986 (MCL 125.2151 et seq.).
- Obsolete Property Rehabilitation Act 146 of 2000 (MCL 125.2781 et seq.).
- Plant Rehabilitation and Industrial Development Districts Act 198 of 1974 (MCL 207.551 et seq.).
- Principal Shopping Districts and Business Improvement Districts Act 120 of 1961 (MCL 125.981 et seq.).

(Ord. No. 1325, § 1, 9-11-2018)

Sec. 30-515. Potential community benefits.

The following is a non-exhaustive list of potential community benefits that could be included in a community benefits agreement:

(a) Tier 1:

- (1) Providing, either on-site or off-site, additional recreational activities, parks, open space, public service enhancements, or public infrastructure improvements for the City of Ypsilanti and its residents. This includes public transportation services and infrastructure.
- (2) Incorporation of green or sustainable energy elements into the project or the promotion of such investments throughout the city.
- (3) Unbundling of construction work into bid sizes that will allow local small businesses level competition, without restricting the project timelines. Assistance with access to bonding, lending, insurance, access to capital, procurement, and other types of capacity-related assistance where necessary and when available.

(b) Tier 2:

- (1) Work with Michigan Works, the SBDC, and other similarly situated organizations to help provide training, development, and preparation for potential contractual and hiring opportunities for local small businesses, minority-owned business enterprises, women-owned business enterprises, and other relevant business organizations and chambers.
- (2) Providing or supporting educational and/or mentoring activities that provide or enhance employment opportunities for local residents and youth through the Ypsilanti Community Schools, Washtenaw Community College, or other educational programs.
- (3) Creation or financial support of, either on-site or off-site, mixed or low-income housing units.

(Ord. No. 1325, § 1, 9-11-2018)

Sec. 30-516. Classification of businesses.

Classification of a business as local, small, minority-owned business enterprise, or women-owned business enterprise shall be guided by the provisions of chapter 2, article VI, division 2, section 2-303 of this Code with regard to local businesses and the U.S. Small Business Administration eligibility criteria for small businesses, minority-owned business enterprises, women-owned business enterprises. For the purposes of this article, minority-owned business enterprises shall include LGBTQ (lesbian, gay, bisexual, transgender, queer)-owned business enterprises. Businesses discussed in this section may file their contact information with the department. The department shall keep this information on file to be shared with developers for the purposes of engagement as discussed in this division. Such businesses shall be responsible for the accuracy of the information submitted to the department. The department shall also provide developers with information regarding other organizations and agencies that the department knows to track and keep information similar to that discussed in this section.

(Ord. No. 1325, § 1, 9-11-2018)

Sec. 30-517. Compliance requirements.

Community benefits agreements for tier 1 projects must meet the minimum standards discussed in section 30-512 of this article and provide for at least two community benefits contained in section 30-515(a) of this division or one community benefit contained in section 30-515(b) of this division. Community benefits agreements

for tier 2 projects must comply with all of the requirements of tier 1 projects and provide for at least two community benefits contained in section 30-515(b) of this division. Projects may provide for direct funding, to the City of Ypsilanti or other relevant stakeholders, for the purposes of meeting community benefits requirements.

(Ord. No. 1325, § 1, 9-11-2018)

Sec. 30-518. Alternative community benefits.

City council has the discretion to approve a community benefits agreement that provides for one or more community benefit not described in section 30-515 of this division in substitution for one or more community benefit that is so described. If exercising its discretion under this section, city council shall determine under which tier in section 30-515 the alternative community benefit would qualify.

(Ord. No. 1325, § 1, 9-11-2018)

Secs. 30-519—30-525. Reserved.

DIVISION 3. PROCEDURE

Sec. 30-526. Request for public support.

Upon a developer's request for public support, developer shall meet with the department to review the request and determine the information needed and the procedure required for compliance with this article. This may include the review or request of any plans, investigations, studies, or inspections. Particularly, plans, sketches, drawings, etc.; pro forma or financial statements; environmental, geotechnical, or property surveys or reports; studies, assessments, or reports regarding impacts on public services and infrastructure, traffic and land use, and potential sites of cultural, historical, or archeological significance; or any other information deemed relevant by the department may be reviewed if such exists or may be requested if the department deems it appropriate.

(Ord. No. 1325, § 1, 9-11-2018)

Sec. 30-527. Procedures for development.

The following procedure is required for the development of community benefits agreements for all projects.

- (a) The department shall coordinate with the developer and interested councilmembers to call and hold a community participation meeting, which shall be chaired by an interested councilmember. The purpose of this meeting shall be to inform the community about the project and to allow the community to discuss potential community benefits. Particularly, the scope of the request for public support, the information discussed in section 30-526 of this division, and the provisions and procedures of this article shall be shared with the community. There shall be time at this meeting for those present to ask questions, discuss and identify among themselves potential community benefits, and recommend resident members for the ad-hoc committee discussed in section 30-527(b) of this division. Applications for appointment shall be made available for resident members of the ad-hoc committee discussed in section 30-527(b) of this division. The developer shall be present at this meeting to present information and answer questions. Notice of this meeting shall be provided as required by this division no less than 30 days in advance. This meeting shall be subject to the Open Meetings Act and its records subject to the Freedom of Information Act. If this meeting is held on a weekday, it shall not begin prior to 6:00 p.m.

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- (b) Within 15 days of the community participation meeting discussed in section 30-527(a) of this division, city council shall establish an ad-hoc committee consisting of one interested councilmember; and five to eight residents of the City of Ypsilanti. City council shall select the interested councilmember among themselves to serve on the committee. The mayor, subject to the approval of city council, shall appoint the remaining members of the committee with at least three members being selected from those recommended at the community participation meeting identified above. In making such appointments, the mayor and city council should be guided by the relevant community interests with regard to the specific aspects of the project. Such interests could include, but are not limited to, the geographic location of the project as well as relevant demographic and socio-economic factors. Residents who have competing affiliations or interests that may result in the perception or the reality of an increased risk of bias or poor judgment in upholding the committee member responsibility to prioritize the interests of community residents should be restricted from serving on the committee. This may include current or past employment affiliated with the developer. This committee is subject to the Open Meetings Act and its records subject to the Freedom of Information Act.
 - (c) Once established, the city manager shall designate a staff liaison to the committee described in section 30-527(b) of this division. Additionally, the city attorney's office should be available to advise and assist the committee. The staff liaison will provide ad hoc committee members with all documentation necessary for compliance with this article, as identified in section 30-526 of this division, within 48 hours of their selection. All other documents requested by the ad hoc committee during the process should be provided within 48 hours of such requests.
 - (d) After the committee described in section 30-527(b) of this division is established, it shall meet at least twice within 60 days. The purpose of these meetings is to identify community benefits mutually agreed upon with the developer and make a recommendation to city council. Within these 60 days, the committee shall provide a recommended community benefits agreement for consideration by city council. The developer may produce and deliver a response for consideration by city council within 15 days of the issuance of the recommendation. Upon the request of the committee or the developer, respectively, city council may grant an extension to the deadlines described herein. The city manager, in his or her sole discretion, may direct employees and departments of the city to review and report to the committee concerning specific aspects of a proposed community benefits agreement. Likewise, the city manager may direct employees and departments of the city to review a recommended community benefits agreement issued by the committee and report to city council. Notice for meetings of the committee shall be provided as required by this division no less than seven days in advance.

(Ord. No. 1325, § 1, 9-11-2018)

Sec. 30-528. Public hearings.

After the procedures discussed in this division, city council shall hold a public hearing regarding the proposed community benefits agreement no less than 15 days prior to its consideration by city council.

(Ord. No. 1325, § 1, 9-11-2018)

Sec. 30-529. City council decision.

City council may accept, reject, or amend a proposed community benefits agreement by resolution.

(Ord. No. 1325, § 1, 9-11-2018)

Sec. 30-530. Public notice.

Notice of all meetings discussed in this division shall be published according to section 11.13 of the City Charter. In addition, such notice shall be sent by mail or personal delivery to all registered groups; the developer; to all persons to whom real property is assessed within 1,000 feet of the property boundary of where the project is located; and to the occupants of all structures within 1,000 feet of where the project is located. If the name of an occupant is not known, the term "occupant" may be used in making notification. Notification need not be given to more than one occupant of a structure, except that if a structure contains more than one dwelling unit or spatial area owned or leased by different individuals, partnerships, businesses, or organizations, one occupant of each unit or special area shall receive notice. Such notice shall include the following:

- (a) Description of the nature of the meeting. This description shall include a brief summary of the project and the public support requested, the relevant requirements and procedures of this article, and the purpose for which the particular meeting is being held.
- (b) A legal description or address of the property which the project is located.
- (c) Statement of when and where the meeting will be held.
- (d) Statement of when and where comments will be received.

(Ord. No. 1325, § 1, 9-11-2018)

Sec. 30-531. Public participation policy.

The procedure provided for in this division shall comply with the City of Ypsilanti Public Participation Policy when applicable.

(Ord. No. 1325, § 1, 9-11-2018)

Secs. 30-532—30-545. Reserved.

DIVISION 4. MISCELLANEOUS PROVISIONS

Sec. 30-546. Exemptions.

Upon the request of a developer, city council may adopt a resolution exempting the developer from the requirement of entering into a community benefits agreement. Such resolution shall require five affirmative votes by city council for adoption. In requesting such an exemption, the developer shall demonstrate that the project and execution of a community benefits agreement is infeasible or impractical. To request such an exemption, the developer shall:

- (a) Provide city council, in writing, the basis of its request.
- (b) State, with particularity, the good-faith efforts the developer has made to engage in the process of developing and executing a community benefits agreement.
- (c) Document how the developer will otherwise seek to implement the purpose of this article.

The developer's request, including any supporting material, and notice shall be published according to section 11.13 of the City Charter seven days prior to consideration by city council.

(Ord. No. 1325, § 1, 9-11-2018)

Sec. 30-547. Funding limitations, monitoring, reporting.

If a community benefits agreement provides for direct funding, either to the City of Ypsilanti or another relevant stakeholder, the community benefits agreement recommended or approved shall provide for the limitations of spending such funding and the methods for monitoring, reporting, and approving its use. If a community benefits agreement provides for direct funding to an entity other than the City of Ypsilanti, the community benefits agreement recommended or approved shall particularly identify such entity. Additionally, such an entity should be engaged in the process of developing a recommended or approved community benefits agreement and possibly execute the community benefits agreement as a third-party beneficiary.

(Ord. No. 1325, § 1, 9-11-2018)

Sec. 30-548. Required conditions for public support.

The provisions of this article are prescriptive in nature and are set forth as required conditions for the requesting, provisioning, and receiving of public support for a project. Material failure to comply with the provisions of this article may result in denial, suspension, termination, revocation, or withdrawal of public support, but shall not be subject to the penalties, sanctions, or remedies set forth in section 1-15 of this Code. Except when obtained through substantial and material misrepresentation or fraud, the resolution of city council approving the public support for a project shall be evidence of compliance with the provisions of this article. Thereafter, remedies shall be limited to enforcement of the community benefits agreement.

(Ord. No. 1325, § 1, 9-11-2018)

Sec. 30-549. Article review; termination.

This article shall be revisited and reviewed by city council after adoption. If not renewed by city council, this article shall terminate three years after adoption and shall not be enforceable.

(Ord. No. 1325, § 1, 9-11-2018)

Secs. 30-550—30-575. Reserved.



REQUEST FOR LEGISLATION
June 18, 2024

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Discussion regarding the Fee Schedule.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION:

ATTACHMENTS:

1. DRAFT_Fee Sched 23-24

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 18, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



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

City of Ypsilanti Amended Fee Schedule (FY 2023-24) (Res.)

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/23 Fee (\$)	2023/24 Fees (\$)										
		Notary Public Service - Signature and seal (per notarized document)	10	10										
		Freedom of Information Act (FOIA) Requests	Actual cost; See FOIA Policy	Actual cost; See FOIA Policy										
Assessor	22-35	Business License Application Fee	See Commercial Business Inspection	See Commercial Business Inspection										
		Real Estate agent access to sketch program	0	0										
		Copy of building sketch	0.00	0										
Building		Plan Review Note: If sent to 3rd party review additional fees may be incurred.	20% of permit cost as deposit +	20% of permit cost as deposit + balance of										
		Zoning review-accessory structures and fences	70	70										
	18-3	Building Permit												
		First \$1,000 of construction value or less	70	70										
		Each additional \$1,000 or fraction thereof	11	11										
		Demolition Permit	70	90										
		First \$1,000 of work contract or less	11	11										
		Plumbing Permit (per inspection/service/unit/appliance)	70	70										
		Electrical Permit (per inspection/service/panel/unit)	70	70										
		Mechanical Permit (per inspection/service/system/unit/appliance)	70	70										
		Sign Permit	100	100										
	94-193	Outdoor Café, Restaurant, and Beer Garden Annual Fee	75	75										
		All other permit (minimum fee)	70	70										
	14-13	Domestic Fowl and Bee permit application	25	25										
		Residential builders, alteration and maintenance	32	32										
		Sign contractor license/registration	32	32										
		Electrical contractor	32	32										
		Plumbing contractor	15	15										
		Mechanical contractor	15	15										
	18-31(b)	Appeals to Building Board of Appeals per structure	County fees + 52	County fees + 52										
		Residential	50	50										

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/ 23 Fee (\$)	2023/ 24 Fees (\$)					
	18-153								
		Single Family* – Initial Inspection	\$150 per unit	\$150 per unit					
		Single Family* – Recertification (2-year)	\$100 per unit	\$100 per unit					
		Reinspection's	\$55 per inspection	\$55 per inspection					
		Multi-Family Building – Recertification (2-year)							
		20 or less units	\$75 per unit	\$75 per unit					
		21 or more units	\$65 per unit	\$65 per unit					
		Reinspection	\$55 per inspection	\$55 per inspection					
		Multi-Family Complex – Recertification (2-year)	\$250 per building inspected plus \$35	\$250 per building inspected plus \$35 per unit					
		Reinspection	\$55 per inspection	\$55 per inspection					
		Townhouse/Condo – recertification (2-year)	\$70 per unit	\$70 per unit					
		Reinspection	\$55 per unit	\$55 per unit					
		Rooming House – recertification	\$120 per structure	\$120 per structure					
		Reinspection	\$55 per inspection	\$55 per inspection					
		No Show Fee - Multi family (per unit)	\$55 per inspection	\$55 per inspection					
		No Show Fee - 1 & 2 family (per unit)	\$85 per unit	\$85 per unit					
		Late Payment Fees	Original fee plus 20% the original fee	Original fee plus 20% the original fee					
		Lien Collection Fee	100	100					
		Administrative Review Fee	\$50 per unit	\$50 per unit					
		Search Warrants obtained for inspection	\$100 per unit	\$100 per unit					
	18-153								
		Retail - Small (Under 2,500 SQ FT)	75	75					
		Retail - Large (Over 2,500 SQ FT)	150	150					
		Restaurant - Small (Under 2,500 SQ FT)	75	75					
		Restaurant - Large (Over 2,500 SQ FT)	150	150					
		Personal Service (barber, salon, tattoo, etc.)	100	100					
		Medical - Small (Under 2,500 SQ FT)	75	75					
		Medical - Large (Over 2,500 SQ FT)	150	150					
		Medical - Large (per additional floor)	75	75					
		Automotive (sales/repair/gas station)	175	175					
		Assembly (hall, church, etc.)	150	150					
		Industrial/Manufacturing/Warehousing - Small (Under 5,000 SQ FT)	250	250					
		Industrial/Manufacturing/Warehousing - Large (Over 5,000 SQ FT)	350	350					
		Business Occupancy Permit Application Fee (with and without change of use)	90	90					
		Business (General - Large)	150	150					
		Business (General - Small)	75	75					
		Chapel/Funeral Home	150	150					
		Educational	100	100					
		Late Payment Fees	Original fee plus 20% the original fee	Original fee plus 20% the original fee					
		Lien Collection Fee	100	100					
		Inspection (2 or more)	55	55					
		Inspection No Show/Late Cancellation (per unit)	55	55					
	18-190	Vacant Building Inspection Fee	150	150					
		Escrow Account (Monthly)	300	300					
		Vacant building - not "regularly occupied"	75	75					
		New building/structure	50	50					
		All other vacant buildings - including dangerous buildings	300	300					
	42-69	Maintenance of exterior premises - City cleanup	50+*	50+*					
		General & Administrative							
		Zoning Map or Text copies; Copies of adopted plans	Actual cost; See FOIA Policy		Actual cost; See FOIA Policy				
		Marihuana Location Letter	200		200				
		Code Compliance Letter	100		100				
		Zoning							
	122-303	Zoning Map amendment	1500	1500					

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/23 Fee (\$)	2023/24 Fees (\$)					
Planning and Development		Zoning Text amendment	1000	1000					
		Appeal of staff interpretation	500	500					
		Specific interpretation	500	500					
		Area Variance - SF Residential	500	500					
		Area Variance - other use	1000	1000					
		All variance types: each variance requested beyond first on same site/application.	250	250					
		Pre-development meeting (related to site plan)	75	75					
		Administrative fee for site work started without issuance of applicable permit	50	50					
		Site Plan Review	500+*	500+*					
			*plus engineering review fees as applicable	*plus engineering review fees as applicable					
		Site Plan review (additional revision review)	200	200					
		Sketch Plan Review	100	100					
		Site inspections by P&D Dept. staff after first compliance inspection	35	35					
		Special Exception permit for fee in-lieu of providing off street parking (per space)	345/Per Space Annually	345/Per Space Annually					

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/23 Fee (\$)	2023/24 Fees (\$)					
		Address Assignment	100/Per address or 500/per development	100/Per address or 500/per development					
		Special Use permit	400	400					
		Designation of Special Nonconforming Status	400	400					
		Temporary Use-Concession Sale Review	50	50					
		Garden on vacant residential lot	25	25					
		Use of a public commercial area parking space during construction, see Special Events							
		Sidewalk Signs	See sign permit fee	See sign permit fee					
	122-704	PUD Application *	1500+*	1500+*					
			*plus \$5/1,000 sf of new or redeveloped non-residential or \$5/unit of new or redeveloped residential construction and engineering review fees	*plus \$5/1,000 sf of new or redeveloped non-residential or \$5/unit of new or redeveloped residential construction and engineering review fees					
		PUD Application (Adaptive Re-Use)	550	550					
	94-271	Alley/Street Closure (Application fee plus construction escrow)	750 fee + 1000 escrow	750 fee + 1000 escrow					
	94-291	Alley/Street Vacation	1500	1500					
	122-625	Lot split application	50	50					
		Creation of a District (public notice, preparation for City Council)	1000	1000					
		Application Review and Recommendation	500	500					
	54-81	Historic District work permit application fee	45+*	45+*					
			*plus \$5 per \$3000 of labor and material	*plus \$5 per \$3000 of labor and material					
		Administrative Fee for HDC work started without issuance of applicable permit	50	50					
		Historic District work permit application fee, flat fee for paint-only application	10	10					
	122-309								
		Site Plan Review	500	500					
		Site Plan Review-Beyond Initial Two	250	250					
		Site Plan Review-Planned Unit Development-Adaptive Reuse PUD	500	500					
		Site Plan Review-Planned Unit Development-Less Than 5 Acres	1000	1000					
		Site Plan Review-Planned Unit Development-More Than 5 Acres	1800	1800					
		Planned Unit Development Review-Beyond Initial Two	500	500					
		Preapplication Meeting	200	200					
	122-309								
		Construction Estimate Less Than \$50,000	6% - Minimum 500	6% - Minimum 500					
		Construction Estimate Between \$50,000 - \$100,000	5% + Minimum 3,500	5% + Minimum 3,500					

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/23 Fee (\$)	2023/24 Fees (\$)					
		Construction Estimate Between \$100,000 - \$500,000	3% - Minimum 6,000	3% - Minimum 6,000					
		Construction Estimate More Than \$500,000	2.5% - Minimum 12,000	2.5% - Minimum 12,000					
	122-309								
		Construction Estimate Less Than \$50,000	9.0% - Minimum 1,000 Construction	9.0% - Minimum 1,000 Construction Escrow					
		Construction Estimate Between \$50,000 - \$100,000	6,000 + 8.0% of amount over 50,000	6,000 + 8.0% of amount over 50,000					
		Construction Estimate Between \$100,000 - \$500,000	11,500 + 6.0% of amount over	11,500 + 6.0% of amount over 100,000					
		Construction Estimate More Than \$500,000	35,000 + 5.0% of amount over	35,000 + 5.0% of amount over 500,000					
		Notes: Engineering Site Plan and Engineering Plan Review fees are nonrefundable. Initial Engineering Site Plan Review Fee covers two reviews. Initial Engineering Plan Review Fee covers three reviews. Construction Escrow collected in excess of incurred costs will be refunded upon final acceptance of project. These fees are for the City Engineer only. Additional fees from other City Departments may apply.							
Clerk		City Charter	Actual cost; See FOIA Policy	Actual cost; See FOIA Policy					
	6-31								
		"A" Hotel	500	500					
		"B" Hotel	500	500					
		"C" Hotel	500	500					
		"Tavern" beer and by the glass	500	500					
		"SDD" package liquor	500	500					
		"SDM" package beer and wine	500	500					
		If more than one class of license held							
		(Fee per class held)	25	25					
		Transfer of ownership, including partner	500	500					
		Transfer of location	300	300					
		Addition of space	300	300					
		Deletion of partner	300	300					
		Addition of special permit, i.e. entertainment, dancing or Sunday sales	315	315					
		Wine Maker License	500	500					
		Micro Brewer License	500	500					
	6-43	Application for license to sell	500	500					
	10-45	Additional fee for DDA location	110	110					

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/23 Fee (\$)			2023/24 Fees (\$)							
	22-76	Bed and breakfast application fee			80			80					
	22-80	Annual bed and breakfast, inn license fee			175			175					
	22-117	Health club license application fee			80			80					
	22-121	Annual health club fee			175			175					
	22-178	Peddlers license application fee, investigation fee			100			100					
	82-47	Secondhand dealer license application fee			100			100					
	82-49	Issuance of annual 2nd hand dealer license			100			100					
	22-182	House to house soliciting by established business, various fee (monthly rate)			80			80					
		Mayor Officiating Wedding Ceremony			25			25					
		Qualified Voter File (disks), Printed Voter Listing, Polling location maps	Actual cost; See FOIA Policy			Actual cost; See FOIA Policy							
		Return check for NSF											
		first check			50			50					
		second and subsequent NSF check from same person or entity within one year (per			60			60					
		Online payment fees											
		Amount of payment due is between: \$2.00-\$66.00			2.00/payment			2.00/payment					
		Payment amount that exceed \$67.00			3% of payment			3% of payment					
			1st	2nd	3rd	1st violation	2nd violation	3rd violation					
	18-52	State construction code	\$50,	\$100,	\$200,	\$50,	\$100,	\$200,					
	18-92	Property maintenance code	\$50,	\$100,	\$200, \$225	\$50,	\$100,	\$200, \$225					
	18-115	Violations generally	\$50,	\$100,	\$200,	\$50,	\$100,	\$200,					
	18-134 A&B	Allow occupancy without certificate of compliance	\$100,	\$300,	\$500,	\$100,	\$300,	\$500,					
			1st	2nd	3rd	1st violation	2nd violation	3rd violation					
	42-55	Property maintenance nuisance	\$50,	\$100,	\$200,	\$50,	\$100,	\$200,					
	42-68	Litter (see 70-38)	\$50,	\$150,	\$300,	\$50,	\$150,	\$300,					
	71-72	Specific Violations (raw building materials, junk waste, abandoned refrigerators)	\$50,	\$150,	\$200,	\$50,	\$150,	\$200,					
	50-34	Fire Prevention Code (when designated as blight violation)	\$100,	\$300,	\$500,	\$100,	\$300,	\$500,					
			1st	2nd	3rd	1st violation	2nd violation	3rd violation					
	86-32	Disposal arrangements	\$50,	\$100,	\$200, \$225	\$50,	\$100,	\$200, \$225					
	86-33	Commercial properties	\$50,	\$100,	\$200, \$225	\$50,	\$100,	\$200, \$225					
			\$75 after 10 business days	\$125 after 10 business days	after 10 business days	\$75 after 10 business days	\$125 after 10 business days	after 10 business days					
	86-34	Residential properties	\$50,	\$100,	\$200, \$225	\$50,	\$100,	\$200, \$225					
	86-35	Multiple Dwellings	\$50,	\$100,	\$200, \$225	\$50,	\$100,	\$200, \$225					
	86-54	Peak Times	\$50,	\$100,	\$200, \$225	\$50,	\$100,	\$200, \$225					
			1st	2nd	3rd	1st violation	2nd violation	3rd violation					
	94-136	Snow removal from sidewalk adjacent to residential and commercial premises	\$15,	\$50,	\$200, \$225	\$15,	\$50,	\$200, \$225					
	94-136	Snow removal from parking lot serving less than 10 dwelling units	\$15,	\$50,	\$200, \$225	\$15,	\$50,	\$200, \$225					

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/23 Fee (\$)			2023/24 Fees (\$)							
Administrative Hearings Bureau	94-136	Snow removal from parking lot serving 10 or more dwelling units	\$15, \$40 after 10 business days	\$50, \$75 after 10 business days	\$200, \$225 after 10 business days	\$15, \$40 after 10 business days	\$50, \$75 after 10 business days	\$200, \$225 after 10 business days					
			1st violation	2nd violation	3rd violation	1st violation	2nd violation	3rd violation					
	110-34	Trees and shrubs	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days					
	110-81	Grass and weed control	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days					
	110-85	Lien collection charge for cost of cutting weeds											
			1st violation	2nd violation	3rd violation	1st violation	2nd violation	3rd violation					

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/23 Fee (\$)			2023/24 Fees (\$)							
	122-375	Zoning	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days					
		Abatement costs	Actual cost plus fee			Actual cost plus fee							
		Prosecution Costs	75			75							
		Building Costs	75			75							

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/23 Fee (\$)	2023/24 Fees (\$)					
		Administrative Hearings Bureau (AHB) Costs	250	250					
		Administrative Hearings Bureau Costs - Waiver	Waive \$50 in AHB Costs if paid within 30 days	Waive \$50 in AHB Costs if paid within 30 days					
		State JSA (set by state statute)	10	10					
		Continuance/Adjournment	50	50					
		Default	50	0					
		Show Cause	50	0					

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/23 Fee (\$)	2023/24 Fees (\$)					
		Motion to Set Aside Default	50	50					
		Street cut or curb cut – per opening	60	REMOVED					
		Right of Way permit (storage of materials/pods)		25/week residential; commercial see parking rental					
		Right of Way permit (sidewalk repair/replacement)	60						
				50					
		Right of Way permit (not in roadway, includes; driveway approach repair replacement, new sidewalk installation, curbcut repair, boring/trenching)		100					
		Ridght of Way permit (Aerial)		200					

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/23 Fee (\$)	2023/24 Fees (\$)					
Department of Public Services		Right of Way permit (roadway, including NEW curbcuts)	130	250.00					
		Right of Way permit (street closure major streets)		\$2,500/day per lane					
		Right of Way permit (street closure local streets)		\$1,000/day per lane					
		Stump removal		25.00					
		Penalty fee for failing to apply for Right of Way permit before work begins. Fee is in addition to permit fee.	60	TRIPLE INITIAL PERMIT FEE or 150, whichever is greater					
		Bond amount: Contractor shall furnish either a cash bond or a performance bond							
		property line to back of curb, other than sidewalk (includes new driveway approach or expansion)	3000	\$ 3,000					
		property line to 1/2 pavement width	5000	\$ 5,000					
		property line to full pavement width	10,000	\$ 10,000					
		Existing utility repair/modification		\$ 3,000					
		New utility installation		\$ 5,000					

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/23 Fee (\$)			2023/24 Fees (\$)							
		each boring pit			250	\$	1,000						
	94-112	Moving building, license application fee (*Owner also responsible for materials used)			320+*		320+*						
		Recycle bins – each			12	REMOVED							
		Recycle carts - each			75	\$	75						
		Trash Stickers			2.50		2.50						
		Bulk Item stickers			20.00		20.00						
		Freon Removal stickers			35.00		35.00						
	110-77	Manufactured Fertilizer Commercial Applicator			25		25						
		Small Cell Wireless Facilities Deployment											
		When such deployment will require a new or replacement pole in right of way			300		300						
		When such deployment will not require a new or replacement pole in right of way			200		200						
		For zoning applications to install or modify a wireless support structure in right of way			1000		1000						
		To install or modify a small wireless facility outside the right of way			500		500						
		Annual rent: per small cell wireless facility per year			20		20						
		Annual rent: For utility pole or support structure erected by or on behalf of a wireless provider after March 12, 2019			125		125						
		Code Enforcement-ABATEMENT											
	86-87	Mowing per 50 x 100 Lot											
		— Under 12 inches			40								
		— Over 12 inches			80								
	86-87	Brush Removal			100								
	42-74	Trash Removal			100+								
	42-74	Furniture Removal			225								
	86-87	Weed/Brush hog			300+								
	94-133	Snow/Ice Removal per 50 x 100 Lot			50+								
		Mowing; 10-12"				\$80 per 50x100 lot; charged in whole unit increments (ex, a 50x115 lot would be charged two increments)							
		Mowing; 12-18"				\$120 per 50x100 lot; charged in whole unit							
		Weed/brush hog				\$300 per hour							
		Cut brush removal				\$100 per cubic yard							
		Furniture removal				\$225 per cubic yard							
		Trash removal				\$100 per cubic yard of bagged trash; additional charges may apply for hazardous or noxious waste (ex, dead animals, automotive fluids, tires, etc); additional hourly rate of \$75 for gathering unbagged trash							
		Snow/Ice removal				\$125 per visit per 50' frontage, charged in whole							
		Administration fee (monthly billings & special service invoices)			10% for annual amounts less than	10% for annual amounts less than \$25,000							
		Administration fee (monthly billings & special service invoices)			5% for annual amounts over \$25,000	5% for annual amounts over \$25,000							
		Late fee for invoices											
		Over 30 days			2%	2%							
		Over 60 days			Additional 2%	Additional 2%							

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/23 Fee (\$)	2023/24 Fees (\$)					
		Removal of abandoned materials in City Right-of-Way (Barricades, Construction Signs, etc.)	50	75					
		Daily Storage Fee per item for abandoned materials removed from City Right-of-Way	5	10					
Facilities									
	78-124	Fees for rental of Senior Citizens center, Parkridge Community Center and Rutherford Pool are hereby established, but set by operations management at each facility. <i>Contact each facility directly for reservations, terms and conditions</i>							
		Senior Center (2 hr min.)	55/hr	75/hr + 200 Deposit					
		Parkridge Community Center (3 hr. min.)	30/hr	150/3hr 50 for each additional hr					
		Rutherford Pool							
		SINGLE ENTRY							
		Youth (ages 3-17)	3	4.00					
		Adults (ages 18-54)	4	5.00					
		Youth during Family Swim	2.25	3.00					
		Seniors (ages 55 and above)	2.75	4.00					
		SEASON PASSES							
		Individuals (12yrs and above)	110	125.00					
		Seniors (ages 55 and above)	75	90.00					
		Family (includes tot splash)	265	285.00					
		PUNCH CARD PASSES (5 ENTRIES)							
		Youth (ages 3-7)	12	16.00					
		Adult (ages 18-54)	16	20.00					
		Seniors (ages 55 and above)	11	16.00					

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/23 Fee (\$)	2023/24 Fees (\$)					
		TOT SPLASH	1.75/child	2.50/child					
		(Free with family season pass)							
		Freighthouse Plaza							
		Damage deposit (refundable, due 14 days in advance)	200	200.00					
		Fees for Rutherford Pool shall be determined by the Friends of Rutherford Pool based on cost of service, projected attendance and other cost factors. Fees shall be approved by the City Manager and posted on the City's website.							
		Senior Center, Parkview and Pool renters shall reimburse the City for actual costs of cleanup (including but not limited to Public Works employees) required if applicant fails to comply with cleanup agreement (employee costs shall be reimbursed at hourly rate +10% (non-profit events) or +15% (for-profit events))							
		Fees for the Freighthouse shall be determined by the Friends of the Ypsilanti Freighthouse based on the terms of the Operation and Management agreement.							
		Default: Any person in default for 30 days or more shall be ineligible for a park reservation, special event permit, noise permit, street closing permit or city facility rental for eighteen months							
Parks	78-125								
		Gazebo Rental (Riverside Park)	150/first 2 hours	200/first 2 hours					
		Amphitheater Rental (Frog Island Park)	150/first 2 hours	200/first 2 hours					
		Pavilion Rental (resident)	75/first 2 hours	100/first 2 hours					
		Pavilion Rental (nonresident)	90/first 2 hours	150/first 2 hours					
		Each Additional Hour of Pavilion Rental	35 per hour	50 per hour					
		Riverside Park Key (refundable deposit)	25	50					
		Water Utility Fee (refundable deposit)	25	50					
		Security deposit for the Gazebo and Pavilions are merged into Class 1 and 2 application fees							
		Rental fees for Riverside and Frog Island park are merged into Class 3 and 4 permit application fees, and are subject to additional Capital Park Improvement and/or Administrative Fees for coordinating public park use per day.							
		Special Event Applicant shall reimburse the City for actual costs of cleanup (including but not limited to Public Works employees) required if applicant fails to comply with cleanup agreement. [employee and equipment costs shall be reimbursed at hourly rate +25%.]							
Fiscal Services		Reprint of W-2/1099-R, Copy of Payroll check stub (non-public)	Actual cost; See FOIA Policy	Actual cost; See FOIA Policy					
Film Permit	10-312	Permit for Film on Public Property	250	250					
		Permit for Film on Private Property	100	100					
		Deposit (if City Services are required)	3000	3000					
		Daily Public Property Use-per day	107	107					

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/23 Fee (\$)	2023/24 Fees (\$)					
	10-312 /10-268	Parking Space Rental/per day	25 (meter and non-meter)	25 (commercial non-metered) / 50 (commercial metered)					
		Parking Officer	40	50/hour					
Special Events		Special Events Parking Permit	12/day	REMOVED					
		Parking Lot Rental (Class 1 and 2 Events)	350/day & up	350/day & up					
		Parking Lot Rental (Class 3 and 4 Events)	500/day & up	1500/day and up					
		Notes: The City reserves the right to approve public parking lot rentals on a case by case basis as well as charge for parking during special events.							
		Police Officer	59/hr	59/hr					
		Police Sergeant	74/hr	74/hr					
		Police Lieutenant	76/hr	76/hr					
		Dispatcher	76/hr	76/hr					

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/23 Fee (\$)			2023/24 Fees (\$)							
		Dispatch Supervisor	96/hr			96/hr							
		Dispatch	39/hr			39/hr							
		Firefighter	40/hr			40/hr							
		Firefighter Officer	48/hr			48/hr							
		DPS Operator-ST	38/hr										
		DPS Operator-OT	57/hr										
		DPS Operator-DT	75/hr			100/hr							
		DPS Supervisor-ST	44/hr										
		DPS Supervisor-OT	66/hr										
		DPS Supervisor-DT	88/hr			150/hr							
		Parade Route	90/hr			90/hr							
		Traffic Control Plan	90/hr			90/hr							
		Walk/Run Route	90/hr			90/hr							
		Special Event Applicant shall reimburse the City for all actual costs incurred by the Ypsilanti Department of Public Works and Police Department related to the event as determined no later than 14 days prior to the event during pre-event meeting. (employee and equipment costs shall be reimbursed at hourly rate +15%.)											
		Mobile Command	13			13							
		Police Cruiser	9			9							
		Class 1 Engine	495			495							
		Aerial Truck	715			715							
		Support Vehicle	165			165							
		Custom Temp No Parking Signs Includes Date & Time (per bundle of 10)	-35.00 per 10										
		Temp No Parking Signs Includes Date & Time (per event)				50							
		Barricades – small	5.00/day										
		Barricades – large (for street closures)	17.00/day										
		Traffic Cones 18" or 25"	3.00/day										
		Traffic Cones 42"	4.00/day										
		Road Signs	9.00/day										
		Traffic control devices				\$25 per item per day							
		Car – Crown Vic	11.00/hr										
		Arrowboard (V-#2)	6.00/hr										
		Snow Blower (V-#3)	4.00/hr										
		Stake Truck (V-#131)	10.00/hr										
		Pickup Truck (V-#101)	10.00/hr										
		Small Dump truck (V-#104)	10.00/hr										

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/23 Fee (\$)	2023/24 Fees (\$)					
Special Events		Large Dump truck-no plow (V #109 no-plow)-	48.00/hr						
		Pickup Truck with Aerial Lift (V #122)	15.00/hr						
		Trailer (V-117)	7.00/hr						
		Weed Whip (V #423)	4.00/hr						
		Mower (V-448)	26.00/hr						
		Sweeper (V #142)	105.00/hr						
		Loader (V #129)	70.00/hr						
		Rear Packet Truck (V#603)	29.00/hr						
		Bobcat (V#128)	51.00/hr						
		Bobcat with Palled Fork (V#-128A)	57.00/hr						
		Bobcat with Jackhammer (V#-128B)	62.00/hr						
		Bobcat with Backhoe (V#-128C)	54.00/hr						
		Bobcat with Stump Grinder (V#128D)	99.00/hr						
		Bobcat with Snow Pusher Blade & One-way Blade (V#-128E)	194.00/hr						
		Bobcat with Auger bit 24" (V#-128F)	57.00/hr						
		Bobcat with Tree Auger (V#-128G)	57.00/hr						
		Bobcat with Grader (V#-128H)	64.00/hr						
		Bobcat with Soil Conditioner (V#-128I)	66.00/hr						
		Bobcat with Brush Hog (V#-128J)	64.00/hr						
	10-268								
		Special Events Application Fee (nonrefundable)	35	35					
		Class 4a events (alcohol or marihuana, more than 10,000 participants)	750/day	2500/day					
		Class 4 events (more than 10,000 participants)	600/day	2000/day					
		Class 3a events (alcohol)	600/day	1500/day					
		Class 3 events	400/day	1000/day					
		Class 2 events	200	\$ 500					
		Class 1 events	100	\$ 250					
		Local Street Closure Permit (per street) (per day)	200	\$ 500					
		Major Street Closure Permit (per street) (per day)	1000	\$ 1,500					
		Recurring Event Permit	See Special Events Policy						
		Wedding Permit	See Special Events Policy						
		Noise Permit	100	\$ 500					
		Sign/Banner Permit Application	35	\$ 50					
		Banner installation & removal fees (non-refundable, due 30 days in advance)	Actual Cost (2 hours min.)	\$50/banner, \$500 min					

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/23 Fee (\$)	2023/24 Fees (\$)					
		Class 4a events (alcohol or marihuana, more than 10,000 participants)	6000	\$ 10,000					
		Class 4 events	5000	\$ 5,000					
		Class 3a events (alcohol or marihuana, less than 10,000 participants)	2000	\$ 7,500					
		Class 3 events	1000	\$ 2,000					
		Class 2 events	500	\$ 500					
		Class 1 events	100	\$ 500					
		Surety bond in lieu of damage deposit (subject to City Attorney approval)	10,000	\$ 25,000					
		Capital Park Improvement Fee							
		Class 1 events	0						
		Class 2 events	0						
		Class 3 Events	750/day	750/day					
		Class 3a events	1500/day	1500/day					
		Class 4 events	1500/day	1500/day					
		Class 4a events	1500/day	1500/day					
		Utility Fee-Electric							
		Class 4 events	100/Day	500/Day					
		Class 3 events	100/Day	250/Day					

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/23 Fee (\$)	2023/24 Fees (\$)					
		Class 2 events	35/day	50/day					
		Class 1 events	35/day	50/day					
		Utility Fee-Water							
		Class 4 events	55/day	250/day					
		Class 3 events	55/day	250/day					
		Class 2 events	20/day	20/day					
		Class 1 events	20/day	20/day					
	10-271	Vendors requiring hard wiring electricity- (Licensed electrician required to complete permit application. Work must be inspected- by City Bldg. Dept.)	No Hard Wiring	(include in policy documents)					
		Applicant(s) shall reimburse the City for actual costs of cleanup (including but not limited to Public Works employees) required if applicant fails to comply with cleanup agreement.		\$250, plus actual cost + 15%					
		Trash per cubic yard	45.00/cy	\$100 per cubic yard of bagged trash; additional					
		Failure to restore site by 1:00 p.m. day following event	200/day	200/day					
		City site restoration	200, plus labor and fringes	\$500, plus actual cost + 15%					
Marijuana Facilities									
	22-205	Marijuana Facility Application	5000	5000					
	22-205	License Revocation Appeal	1100						
				1100					
	22-205	Relocation Application	5000	5000					
Fire	22-205	Application Renewal	5000	5000					
	50-34	Fire Prevention							
		Initial Certificate of Occupancy for Fire Safety Inspection							
		This fee is included is certificate of occupancy application and is paid to the building department	75	75					
		First re-inspection	0	0					
		Additional re-inspections or no-show.	50 per re-inspection	50 per re-inspection					
		Annual Fire Safety Inspection							

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/23 Fee (\$)	2023/24 Fees (\$)					
		Annual inspection (no fee if compliance is maintained since last year)	0	0					
		Additional necessary annual re-inspection or no show	50	50					
		Inspection in large facilities or requiring more than one hour	50/hr	50/hr					
		Acceptance Tests							
		Sprinklers systems, fire alarms, fire pump...	50/hr	50/hr					
		Plan Review							
		Occupancy calculation, fireworks, special venues, concerts...	50/hr	50/hr					
		Fire Investigation							
		Origin and cause	50/hr	50/hr					
	38-135								
		CLASS 1 ENGINE	450 with crew	450 with crew					
		AERIAL TRUCK	650 with crew	650 with crew					

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/23 Fee (\$)			2023/24 Fees (\$)							
		SUPPORT VEHICLE	150 with crew			150 with crew							
		FIRE FIGHTER	36			36							
		FIRE OFFICER	43			43							
		FIRE INSPECTOR	43			43							
		EMS Standby (2 EMTs)	80 / Hour			80 / Hour							
		Fire Standby Pyrotechnic (includes inspection)	250			250							
		Fire Display (includes inspection)	250			250							
		Fire inspection	75			75							
	*	Fire re-inspection	50			50							
		Fire Investigation (Additional Fee if over 10 hours)	500			500							
		Fire permits	50			50							
	38-40												
		First occurrence in a calendar year			Warning			Warning					
		Second occurrence in a calendar year			\$200			\$200					
		Third occurrence in a calendar year			\$400			\$400					
		Fourth occurrence in a calendar year			\$600			\$600					
		Each additional occurrence in calendar year	Add \$200 to		Add \$200 to	Add \$200 to		Add \$200 to					
Police	38-40												
		Police											
		First occurrence in calendar year	Warning			Warning							
		Second occurrence in calendar year	100			100							
		Third occurrence in calendar year	200			200							
		Fourth occurrence in calendar year	300			300							
		Each additional occurrence in calendar year	Add \$100 to previous fine			Add \$100 to previous fine							
	38-78	Incidents Involving Persons Driving Under The Influence											
		OWI	155			155							
		OWI with accident	205			205							
		OWI with blood draw	230			230							
		All reports	Actual cost; See FOIA Policy			Actual cost; See FOIA Policy							
		Bicycle Registration Fees											
	102-34	Bicycle registration fee	5			5							
	102-34	Bicycle registration fee - change of ownership	5			5							
	102-34	Bicycle registration fee - loss of license plate	5			5							
		Bike license	n/a			n/a							
		Transfer of bike license	n/a			n/a							
Police		Audio / Visual											
		Photographs, Audio, Video											
			Actual cost; See FOIA Policy			Actual cost; See FOIA Policy							
		Misc. Police Fees											
		Public vehicle license	30			30							
		Replacement of valid public vehicle license	30			30							
		Gold and silver registration (approval)	55			55							
		Gold and silver registration (if denied)	35			35							
		Preliminary Blood Testing (court ordered)	20			20							
		Fingerprinting (court ordered and liquor control only)	No Charge			No Charge							
		Fingerprinting (Live scan)	65			65							
		Fingerprinting (Ink prints)	20/card			20/card							
		Gun purchase (first card)	0 (State law)			0 (State law)							
			\$10 for notarizing			\$10 for notarizing							
		Processing bond money for other departments	10			10							
		24 hour Liquor License	n/a			n/a							

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/23 Fee (\$)	2023/24 Fees (\$)					
City Manager	102-255	Truck Route Special or Emergency Exception Permit	150	150					

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/23 Fee (\$)			2023/24 Fees (\$)								
		Parking Fees												
	102-61 (a)	Parking rates: per hour			1									
	101-104 (a) (3)	Service/Landlord Vehicle Pass			100		100							
	101-104 (a) (3)	Contractor Service Pass			25		25							
	102-132	Downtown Employee Parking (prorated monthly)												
	4 months			115		115								
	1 Year			300		300								
		West Cross Employee Parking (prorated monthly)												
		4 months					40							
		1 Year					100							
		Permits for Residents in C District (prorated monthly)												
		4 months			57.5	65*								
		1 Year			150	175*								
		Annual Renewal			150	175*								
	102-105 (d)	Residential parking permit fees												
		Each permit			40	45*								
		Renewal			25	30*								
		First Visitor Pass			0		0							
		Second visitor pass			25	30*								
		Discount Downtown Permit (employee or resident, prorated monthly)												
		4 months			60	85*								
		1 Year			150	175*								
		Annual Renewal			135		135							
		replace lost physical passes			25		25							
		Online payments fees and credit card fees are set by the contract with the vendor					*To take effect for 24/25 permit cycle							
	102-62	Impound Vehicles:												
		Impound - private property			30		30							
		Impound - police -tow-admin. fee			40		40							
		Impound Release Fee			40		40							
			Parking Violation Fees	Base Fee	Next Day	After 21 days	After 21 days	After 21 days		Base Fee	Next Day	After 21 days	After 21 days	After 21 days
	102-81 (a)	Parking: blocking fire hydrant	100.00		120.00	120.00	120.00		100.00		120.00	120.00	120.00	120.00
	Parking on street during maintenance hours (2 am to 6 am, where signed)	50.00		70.00	70.00	70.00		50.00		70.00	70.00	70.00	70.00	
102-82	Parking on margin	35.00		55.00	55.00	55.00		35.00		55.00	55.00	55.00	55.00	
	Parking on front or side lawn	35.00		55.00	55.00	55.00		35.00		55.00	55.00	55.00	55.00	
	Parking over legal limit	25.00	15.00	40.00	40.00	40.00		25.00	15.00	40.00	40.00	40.00	40.00	
	Parking w/ expired meter	25.00	15.00	40.00	40.00	40.00		25.00	15.00	40.00	40.00	40.00	40.00	
Parking	Unauthorized parking on private property	50.00		70.00	70.00	70.00		50.00		70.00	70.00	70.00	70.00	
	Unauthorized parking on city property	50.00		70.00	70.00	70.00		50.00		70.00	70.00	70.00	70.00	
	Truck gvw >10,000 or length >22' on residential street more than 3 hours	25.00		45.00	45.00	45.00		25.00		45.00	45.00	45.00	45.00	
	Use of a visitor permit by a resident	50.00		70.00	70.00	70.00		50.00		70.00	70.00	70.00	70.00	
	Parking w/o permit / residential permit required	50.00		70.00	70.00	70.00		50.00		70.00	70.00	70.00	70.00	
	Parking w/o permit / downtown permit required	50.00		70.00	70.00	70.00		50.00		70.00	70.00	70.00	70.00	
	Counterfeit permit	100.00		120.00	120.00	120.00		100.00		120.00	120.00	120.00	120.00	
	Parking in emergency snow route	150.00		170.00	170.00	170.00		150.00		170.00	170.00	170.00	170.00	
	Parking in an alley (not loading/unloading)	25.00		45.00	45.00	45.00		25.00		45.00	45.00	45.00	45.00	
	Display advertising	50.00		70.00	70.00	70.00		50.00		70.00	70.00	70.00	70.00	
	Displaying cars "for sale" on City property or ROW	50.00		70.00	70.00	70.00		50.00		70.00	70.00	70.00	70.00	
	Selling merchandise from vehicle unless authorized by a Special Events or Peddler's Permit	75.00		95.00	95.00	95.00		75.00		95.00	95.00	95.00	95.00	

Dept./Div.	Ordinance Sec. No.	Type of Fee	2022/ 23 Fee (\$)			2023/ 24 Fees (\$)							
		Parking for over 48 hours	25.00		45.00	45.00	45.00		25.00		45.00	45.00	45.00
		Parking in prohibited zone, including bus stop, taxi stand and loading zone	75.00		95.00	95.00	95.00		75.00		95.00	95.00	95.00
		Parking not fully within metered space	25.00	15.00	45.00	45.00	45.00		25.00	15.00	45.00	45.00	45.00
		Parking to wash/polish/grease/repair vehicle	25.00		45.00	45.00	45.00		25.00		45.00	45.00	45.00
		Parking of inoperative vehicle	50.00		70.00	70.00	70.00		50.00		70.00	70.00	70.00
		Parking on a sidewalk	50.00		70.00	70.00	70.00		50.00		70.00	70.00	70.00
		Parking in front of a public or private driveway	75.00		95.00	95.00	95.00		75.00		95.00	95.00	95.00
		Within an intersection.	100.00		95.00	95.00	95.00		100.00		95.00	95.00	95.00
		Parking within 15 ft. of a fire hydrant	75.00		95.00	95.00	95.00		75.00		95.00	95.00	95.00
		On a crosswalk.	75.00		95.00	95.00	95.00		75.00		95.00	95.00	95.00
		Parking within 20 ft of a crosswalk, or if there is not a crosswalk, then within 15 feet of the intersection of property lines at an intersection of highways.	50.00		70.00	70.00	70.00		50.00		70.00	70.00	70.00
		Parking within 30 ft of a flashing beacon, stop sign, or traffic-control signal	25.00		45.00	45.00	45.00		25.00		45.00	45.00	45.00
		Between a safety zone and the adjacent curb or within 30 feet of a point on the curb immediately opposite the end of a safety zone	50.00		70.00	70.00	70.00		50.00		70.00	70.00	70.00
		Parking within 50 ft of nearest rail of a R/R crossing	100.00		120.00	120.00	120.00		100.00		120.00	120.00	120.00
		Parking opposite a fire station curb / Within 20 feet of the driveway entrance to a fire station and on the side of a street opposite the entrance to a fire station within 75 feet of the entrance if properly marked by an official sign.	50.00		70.00	70.00	70.00		50.00		70.00	70.00	70.00
		Parking alongside/opposite street excavation, if the stopping, standing, or parking would obstruct traffic.	100.00		120.00	120.00	120.00		100.00		120.00	120.00	120.00
		Parking: double parking	50.00		70.00	70.00	70.00		50.00		70.00	70.00	70.00
		Upon a bridge or other elevated highway structure or within a highway tunnel.	50.00		70.00	70.00	70.00		50.00		70.00	70.00	70.00
		At a place where an official sign prohibits stopping or parking.	50.00		70.00	70.00	70.00		50.00		70.00	70.00	70.00
		In front of a theater.	50.00		70.00	70.00	70.00		50.00		70.00	70.00	70.00
		Blocking an emergency exit of a building	100.00		120.00	120.00	120.00		100.00		120.00	120.00	120.00
		Blocking a fire escape	100.00		120.00	120.00	120.00		100.00		120.00	120.00	120.00
		Parking in handicap space or zone (public or private property)	150.00		170.00	170.00	170.00		150.00		170.00	170.00	170.00
		Parking in or blocking a marked access for parking by persons with disabilities.	150.00		170.00	170.00	170.00		150.00		170.00	170.00	170.00
		Blocking or interfering with the use of a curb-cut or ramp by persons with disabilities.	100.00		120.00	120.00	120.00		100.00		120.00	120.00	120.00
		In violation of an official sign restricting the period of time for or manner of parking.	50.00		70.00	70.00	70.00		50.00		70.00	70.00	70.00
		Parking: night parking in prohibited zone	50.00		70.00	70.00	70.00		50.00		70.00	70.00	70.00
		Blocking the delivery of mail to a rural mailbox by a carrier of the United States postal service.	50.00		70.00	70.00	70.00		50.00		70.00	70.00	70.00
		Blocking an alley	50.00		70.00	70.00	70.00		50.00		70.00	70.00	70.00
		Parking in or blocking a fire lane	100.00		120.00	120.00	120.00		100.00		120.00	120.00	120.00
		Parking over 12" from curb	25.00		45.00	45.00	45.00		25.00		45.00	45.00	45.00
		Parking left side to curb (except on one-way streets)	25.00		45.00	45.00	45.00		25.00		45.00	45.00	45.00
		Parking motor running, car unattended	25.00		45.00	45.00	45.00		25.00		45.00	45.00	45.00



REQUEST FOR LEGISLATION
June 18, 2024

For: Mayor and City Council

From: Patrick McLean, Council Member

Subject: Discussion regarding Fireworks Ordinance.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION:

ATTACHMENTS:

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: June 18, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL: