



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, July 2, 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. PRESENTATIONS

- A. Police co-response with County Sheriff

VII. CONSENT AGENDA

- A. Resolution No. 2024-151, approving the Consent Agenda.
- B. Resolution No. 2024-152, approving the minutes of June 18, 2024.
- C. Resolution No. 2024-153, approving the tying of teal ribbons in the business districts for "Turn the Town Teal".
- D. Resolution Appointing Chuck Bultman to the Historic District Commission with a term ending December 31, 2027.
- E. Resolution appointing Lisa Voelker to the Human Relations Commission with a term ending July 1, 2027.

VIII. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. Resolution No. 2024-154, approving a Planned Unit Development (PUD) & Site Condominium: Mixed-Use and Multi-Family Development at 124 Pearl Street and 120 Pearl
- B. Resolution No. 2024-155, approving an agreement with FedUp Ministries to provide funding for operations.

- C. Resolution No. 2024-156, approving an Administrative Services with the Downtown Development Authority.
- D. Resolution No. 2024-157, approving an an amendment to the agreement with Michigan Department of Natural Resources for Frog Island.
- E. Resolution No. 2024-158, honoring Kamal Harris for his achievements and congratulate him on entering the NFL.
- F. Resolution No. 2024-159, approving the Fee Schedule for 2024.

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

XIV. PUBLIC COMMENT (3 MINUTES)

XV. REMARKS FROM THE MAYOR

XVI. ADJOURNMENT

- A. Resolution No. 2024-159, 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.



Resolution No. 2024-151
July 2, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2024-152, approving the minutes of the June 18 2024, City Council meetings.
2. Resolution No. 2024-053, approving the tying of teal ribbons in the business district during the month of September.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2024-152
July 2, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of the June 18, 2024, City Council Meetings be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**MINUTES
REGULAR COUNCIL MEETING
7:00 PM - Tuesday, June 18, 2024
Council Chambers
One South Huron, Ypsilanti, MI 48197**

I. CALL TO ORDER

Mayor Brown called the meeting to order at 7 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 (arrived at 7:06 p.m.), and Council Member Sweet.

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 Tooson moved to Amend the agenda by moving Items D, E, F, and G from Section VIII to the Consent Agenda, Section VII and removing Item A, Section VIII, Resolution No. 2024-140. 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)

Council Member McLean moved to approve the Agenda as amended. 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)

V. PUBLIC COMMENT (3 MINUTES)

15 members of the public spoke.

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.**

Council Member King moved to Approve 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." Mayor Pro-Tem Wilcoxon seconded the motion.

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

Resolution No. 2024-134, determination.

Yes: (6) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown
No: 1 Patrick McLean
Absent: (0)

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.

Mayor Pro-Tem Wilcoxon moved to Approve 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". Council Member King seconded the motion.

Public Hearing Resolution No. 2024-137, closes the public hearing.

Resolution No. 2024-136, determination.

Yes: (4) Michelle King, Evan Sweet, Desirae Simmons, Nicole Brown
No: 3 Roland Tooson, Steve Wilcoxon, Patrick McLean
Absent: (0)

VII. CONSENT AGENDA

A. Resolution No. 2024-138 approving the minutes of the May 28, 2024 regular Council Meeting.

Council Member McLean moved to Approve Resolution No. 2024-138 approving the minutes of the May 28, 2024 regular Council Meeting. 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)

B. Resolution No. 2024-137, approving the minutes of the June 4, 2024 Regular Council Meeting.

Council Member McLean moved to Approve Resolution No. 2024-137, approving the minutes of the June 4, 2024 Regular Council Meeting. 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. 2024-140 approving the 2nd amendment to the 2016 City and DDA Intergovernmental Agreement as amended.

This item was removed from the Agenda for further review and discussion.

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.

Council Member Sweet moved to Approve 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. as presented. Council Member Tooson seconded the motion.

Yes: (6) Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 1 Michelle King
Absent: (0)

- 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.**

Council Member Tooson moved to Approve 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. 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. 2024-143 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.**

Council Member McLean moved to Approve 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. 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. 2024-144 reappointing Brian Jones-Chance to the Planning Commission with a term ending May 1, 2027.**

Council Member McLean moved to Approve Resolution No. 2024-144 reappointing Brian Jones-Chance to the Planning Commission with a term ending May 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)

- F. Resolution No. 2024-145 Appointing Tom Roach to the Zoning Board of Appeals with a term ending May 1, 2027**

Council Member McLean moved to Approve Resolution No. 2024-145 Appointing Tom Roach to the Zoning Board of Appeals with a term ending May 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)

- G. Resolution No. 2024-146 Appointing Emmanuelle V Maurer to the Downtown Development Authority with a term ending July 1, 2028**

Council Member McLean moved to Approve the Resolution No. 2024-146 Appointing Emmanuelle V Maurer to the Downtown Development Authority with a term ending July 1, 2028 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)

A motion was made by Council Member Tooson to extend the meeting until Midnight. 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. Resolution No. 2024-147 approving the request of ACE Pyro, LLC. for a Pyrotechnics Permit for June 21, 2024 at EMU.

Council Member McLean moved to Approve Resolution No. 2024-147 approving the request of ACE Pyro, LLC. for a Pyrotechnics Permit for June 21, 2024 at EMU. as presented. Council Member Tooson seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcohen, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

I. Resolution No. 2024-148 opposing the ballot initiative known as Ax MI Tax and all related legislation.

Mayor Pro-Tem Wilcohen moved to Approve Resolution No. 2024-148 opposing the ballot initiative known as Ax MI Tax and all related legislation. as presented. Council Member Sweet seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcohen, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

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.

Resolution No. 2024-149 was offered by Council Member Simmons and supported by Council Member King.

Council Member McLean moved to Amend Resolution No. 2024-149 to disbursing \$20,000 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. as presented. Council Member Tooson seconded the motion. Motion failed as follows:

Yes: (2) Roland Tooson, Patrick McLean

No: 5 Michelle King, Evan Sweet, Desirae Simmons, Steve Wilcohen, Nicole Brown

Absent: (0)

Mayor Pro Tem Wilcohen moved to Postpose 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. as presented. Council Member Tooson seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcohen, Nicole Brown, Patrick McLean

No: (0)

Absent: (0)

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.

Council Member Simmons moved to Approve the 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. as presented. Council Member King seconded the motion.

Yes: (3) Michelle King, Desirae Simmons, Steve Wilcohen

No: 3 Evan Sweet, Roland Tooson, Patrick McLean

Absent: (1) Nicole Brown

A motion was made by Council Member Tooson, supported by Council Member Sweet to extend the meeting until 12:30 a.m. The motion passed unanimously.

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

Council Member Tooson reported the next meeting is June 20th, 7p.m, here in Council Chambers. There will be a joint meeting with the HRC on June 27th at the YBL Superior Township location, 1900 Harris Rd., to discuss and plan the community forum series on public safety.

B. Human Relations Commission

Council Member King reported that the HRC will meet at the Ypsilanti District Library, Superior at 6 p.m., before the joint meeting with YPAC.

C. Parks and Arts Commission

Council Member Sweet reported they had a productive meeting, discussing the parks and arts ordinance, the Parks & Recreation Plan and goals and priorities.

D. Sustainability Commission

Council Member Simmons reported that the City joined the Ann Arbor 2030 District and submitted a letter of support for County resiliency updates for the Towner building.

E. Historic District Commission

Council Member McLean reported that the commission met on June 11th and discussed 206 N River St. The next meeting is July 5th.

F. Planning Commission

Council President Pro Tem Wilcoxon reported that the commission has not met.

G. Zoning Board of Appeals

No report.

X. LIAISON REPORTS

A. SEMCOG Update

Council President Pro Tem Wilcoxon reported that the general assembly meets June 27th and he will be attending.

B. Washtenaw Area Transportation Study

No report.

C. Urban County

No report.

D. Ypsilanti Downtown Development Authority

Mayor Brown reported the commission will meet on Thursday, and the primary focus will be reviewing the IGA.

E. Friends of Rutherford Pool

Mayor Pro Tem Wilcoxon reported that they met; thank you to City Manager Hellenga for facilitating the reimbursement for resurfacing; the pool is open and lots of folks were there last night - it was great to see all the kids running around. Enrollment in swim lessons with electronic registration through Metro Parks has been problematic - they're requiring lots of information and it's difficult for many.

XI. COUNCIL PROPOSED BUSINESS

Council Member King -

- Happy Juneteenth!
- If you're in town this weekend, come down for the festivities!
- Speed Radar by Perry School is again not working.
- Was able to participate in the repainting of Black Lives Matter Boulevard. Was informed that they want to start the repaint of Riverside park, but it does need some road repair.

Council Member Simmons -

- Very excited that the City has applied to join a cohort of pro bono support for an unarmed response team, through the Harvard Kennedy School.
- Update regarding Ann Arbor City Council adding to their agenda how to reallocate their ARPA funds, as well as receiving a grant from the Michigan State Police for community crisis response. Wondering how we can obtain grants like that. But, these items were actually struck from their agenda and no conversation was had on this topic.

Mayor Pro Tem Wilcoxon -

- Attended Bike Rodeo at EMU this past Saturday as a representative of Non-Motorized Commission, and it was a great community event. Talked to the EMU Chief about the utilization of bikes for officers.
- At Freighthouse for DDA presentation for options for the Plaza, and there was a fairly good turnout. There were mixed reviews. Some folks believe you shouldn't lead with design, but more with the uses of the area. It seemed like some community members were left with distrust feeling they were left out of the process.
- During our Coffee Hours, residents were complaining about rats...particularly on Summit. Can we please get the property inspected as it seems like it's a junk yard.

Council Member Sweet -

- Nice to see Ypsi Pride on the 7th alive and thriving in Depot Town. There was a huge turnout. Kudos to the organizers and all the work that goes into that event.
- Excited to see the Senior Center RFP going out to update the area and do some additional outdoor patio work to make it a more active space for our Senior Community.

Council Member McLean -

- Heads up to Council that McLean will be bringing forward some kind of action to make a historic district of the Peninsular Dam Building.
- Thank to DPS Director Wessler for helping get the work on Congress St. completed.
- Pointing out an issue of the mass shooting in Rochester, involving guns that we can't regulate. There was a good article in Bridge Michigan regarding the red flag laws and how they don't go far enough to protect.
- Noted that he will be absent from July 2nd meeting for a scheduled vacation and asked about the regulations regarding remote participation. City Manager Hellenga explained that, if joining remotely, a Council Member may participate in discussion, but cannot vote.

Council Member Tooson -

- Last Monday had the opportunity to attend Baldwin on the South, hosted by the Supreme Felons at Parkridge Park, and the event will be every Monday for the next 9 or so weeks at 6 p.m. There will be a 3-on-3 tournament for the youth to come out, play a basketball tournament, and win some prizes.
- Highlight the Moorish Science Temple, #43 who hosted a shoe giveaway at Parkridge Community Park that was very successful - all the shoes were given away before the actual start time of the event.
- Reminding of and Highlighting the Juneteenth celebration in Ypsi. The event is Friday to Sunday in the South Huron lot. Come down and celebrate with us.
- 734 Motor Club is hosting a Car Show at Christie's on Washtenaw Saturday evening.

XII. COMMUNICATIONS FROM THE MAYOR**XIII. COMMUNICATIONS FROM THE CITY MANAGER**

- Department Heads will begin strategic planning for the next budget cycle in July.
- Wishing everyone a happy Juneteenth.

A. A discussion regarding Boards and Commissions Funding Distribution.**XIV. COMMUNICATIONS**

XV. PUBLIC COMMENT (3 MINUTES)

3 members of the public spoke.

XVI. REMARKS FROM THE MAYOR

XVII. ADJOURNMENT

A. Resolution No. 2023-, adjourning the City Council Meeting.

Mayor Brown adjourned the meeting at 12:26 a.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.



Resolution No. 2024-153
July 2, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, *Turn the Town Teal* is a national campaign to create awareness of ovarian cancer and its symptoms;

WHEREAS, ovarian cancer is the deadliest of gynecologic cancers and a leading cause of cancer-related death in women. There is no early detection test for ovarian cancer; It is referred to as "The Silent Disease"; and

WHEREAS, each year the Michigan Ovarian Cancer Alliance (MIOCA), a nonprofit and partner member of the Ovarian Cancer National Alliance, sponsors "***Turn the Towns Teal***", a national campaign to create awareness of ovarian cancer; and

WHEREAS, this event is held in conjunction with National Ovarian Cancer Awareness Month, from September 1 to September 30; and

WHEREAS, the Michigan Ovarian Cancer Alliance would like to tie teal ribbons throughout the city, post awareness posters at establishments, and distribute information cards; and

WHEREAS, the Michigan Ovarian Cancer Alliance (MIOCA), will cover all expenses incurred by this campaign and there will be no cost to the city.

THEREFORE BE IT RESOLVED THAT the Mayor and City Council supports this national campaign and approves of teal ribbons being tied throughout the city September 1st - September 30, 2024, along with lawn signs, awareness posters and information cards being provided for establishments that are interested.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



April 2024

Dear Administrator:

Tie Michigan Teal is a statewide campaign of the Michigan Ovarian Cancer Alliance designed to promote awareness of ovarian cancer and its symptoms. Teal is the color representing ovarian cancer. Ovarian cancer is the deadliest of the gynecologic cancers and one of the five leading cancer related deaths among women in the United States.

In 2024 approximately 19,680 women will receive a diagnosis with the disease and 12,740 women will die. Unlike other cancers, there is no early detection test for ovarian cancer.

The ***Tie Michigan Teal*** campaign consists of volunteers tying teal ribbons on lamp posts, benches and businesses in the downtown areas and distributing awareness information to local businesses to display. The event will be held during the month of September, which has been declared National Ovarian Cancer Awareness Month. There is no cost to the city and the ribbons will be taken down at the end of the month.

I am asking you to grant permission for our volunteers to tie ribbons throughout your town/city/ village this September, 2024. Please sign on the bottom of this letter and return the signed letter to the volunteer whose name and contact information is below. Thank you for your support of our efforts to raise awareness and educate on ovarian cancer. If you have any questions or concerns, please contact us at: info@mioca.org or (734) 800-6144

Sincerely,


Megan Neubauer
Executive Director

Town/City/Village: _____

Mayor/Town Official Name: _____

Signature/Date: _____

Please return the signed letter to the volunteer listed below. She/he is responsible for the Tie the Michigan Teal Campaign in your city/town.

Volunteer Name: _____

Phone number: _____

Email Address: _____



REQUEST FOR LEGISLATION
July 2, 2024

For: Mayor and City Council

From: Patrick McLean, Council Member, Steve Wilcoxon, Mayor Pro-Tem

Subject: Resolution Appointing Chuck Bultman to the Historic District Commission with a term ending December 31, 2027.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Appointment - Bultman, Chuck HDC
2. Bultman App_Redacted

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: July 2, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-
July 2, 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>
Chuck Bultman 220 South Huron St. Ypsilanti, MI 48197	Historic District Commission	12/31/2027

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Citizen Advisory Boards and Commissions Participation Resume - Submission #6592

Date Submitted: 6/22/2024

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*	Email Address*
Chuck Bultman	

Address*
220 South Huron Street

City*	State*	Zip Code*
Ypsilanti	MI	48197

Phone Number*

Number of Years in the Community*	Ward You Live In
2 1/2	1

Education
Professional degree

Occupation

architect

Employer

self

Are you applying for youth membership?

Three Commission Allow Youth Membership (Sustainability, Arts and Parks, Police Advisory & Human Relations)

☐ Yes

☒ No

Are you registered to vote in the City of Ypsilanti?

☒ Yes

☐ No

I would like to be considered and could devote sufficient time to serve on the following board or commission:

☐ Review and Tax Assessment Board

☐ Board of Ethics

☐ Fire Civil Service Commission

☐ YCUA

☐ Ypsilanti Downtown Development Authority

☐ Economic Development Corporation/Brownfield Redevelopment Authority

☒ Historic District Commission

☐ Ypsilanti Housing Commission

☐ Human Relations Commission

☒ Planning Commission

☐ Non-motorized Advisory Committee

☐ Zoning Board of Appeals

☒ Dangerous Buildings Officer

☐ Arts and Parks Commission

☐ Ann Arbor Area Transit Authority

☐ Police and Fire Pension Board

☐ Huron River Watershed Council

☒ Sustainability Commission

☐ Police Advisory Commission

Party Affiliation

If you are applying to serve on the Ethics Board or the Fire Civil Service Commission please provide your political affiliation

Why are you interested in serving on these boards/commissions?*

I am a practicing architect with experience in preservation, planning, and construction. I have had the great privilege of working on numerous historic structures over the last 30 years, ranging from farmhouses and barns, to buildings that make up the monumental core of Washington D.C. I also have a background in timber framing, zoning, accessibility, and code review.

I am a member of a number of preservation groups including YHS, Salem Area Historic Society, MHPN, MBPN, Friends of Ohio Barns, etc. And I am a Board member of the National Barn Alliance. I am also a member and active in the Preservation Trades Network and the Timber Framers Guild. And I serve on the Advisory Board of the Ypsilanti History Museum.

I own an 1870's house in the historic district that was built by Samuel Barnard; one of the four founders of the Peninsular Paper Company.

Work/volunteer experience related to the board or commission:

Ypsilanti History Museum, Museum Advisory Board

Barton Hills Maintenance Corporation, (Board member for 17 years. president for 10 years)

Michigan Chapter of the American Institute of Architects (Board member for 7 years)

Huron Valley Chapter of the American Institute of Architects (Board member for 7 years)

National Barn Alliance (Board member for 8 years)

Michigan Barn Preservation Network (Conference host and organizer 2019, and barn tours 2013 & 2019)

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
July 2, 2024

For: Mayor and City Council

From: Steve Wilcoxon, Mayor Pro-Tem, Michelle King, Council Member

Subject: Resolution appointing Lisa Voelker to the Human Relations Commission with a term ending July 1, 2027.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Appointment - Voelker, Lisa - HRC
2. Voelker App_Redacted

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: July 2, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-
July 2, 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>
Lisa Voelker 220 South Huron St. Ypsilanti, MI 48197	Human Relations Commission	07/01/2027

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Citizen Advisory Boards and Commissions Participation Resume - Submission #6589

Date Submitted: 6/18/2024

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*

Lisa Voelker

Email Address*

[REDACTED]

Address*

734 North River Street Apt 1

City*

Ypsilanti

State*

MI

Zip Code*

48198

Phone Number*

[REDACTED]

Number of Years in the Community*

22

Ward You Live In

3

Education

Masters Degree from EMU in Education

Occupation

Education

Employer

Southeast Michigan Stewardship Coalition (EMU)

Are you applying for youth membership?

Three Commission Allow Youth Membership (Sustainability, Arts and Parks, Police Advisory & Human Relations)

☐ Yes

☒ No

Are you registered to vote in the City of Ypsilanti?

☒ Yes

☐ No

I would like to be considered and could devote sufficient time to serve on the following board or commission:

- | | | |
|--|--|---|
| ☐ Review and Tax Assessment Board | ☐ Ypsilanti Housing Commission | ☐ Arts and Parks Commission |
| ☐ Board of Ethics | ☒ Human Relations Commission | ☐ Ann Arbor Area Transit Authority |
| ☐ Fire Civil Service Commission | ☐ Planning Commission | ☐ Police and Fire Pension Board |
| ☐ YCUA | ☐ Non-motorized Advisory Committee | ☐ Huron River Watershed Council |
| ☐ Ypsilanti Downtown Development Authority | ☐ Zoning Board of Appeals | ☐ Sustainability Commission |
| ☐ Economic Development Corporation/Brownfield Redevelopment Authority | ☐ Dangerous Buildings Officer | ☐ Police Advisory Commission |
| ☐ Historic District Commission | | |

Party Affiliation

If you are applying to serve on the Ethics Board or the Fire Civil Service Commission please provide your political affiliation

Why are you interested in serving on these boards/commissions?*

I am interested in benefiting all members of our community and helping to build communications

Work/volunteer experience related to the board or commission:

Served on the first CBO Ad-hoc committee, City of Ypsilanti
Volunteer for warming center

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



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

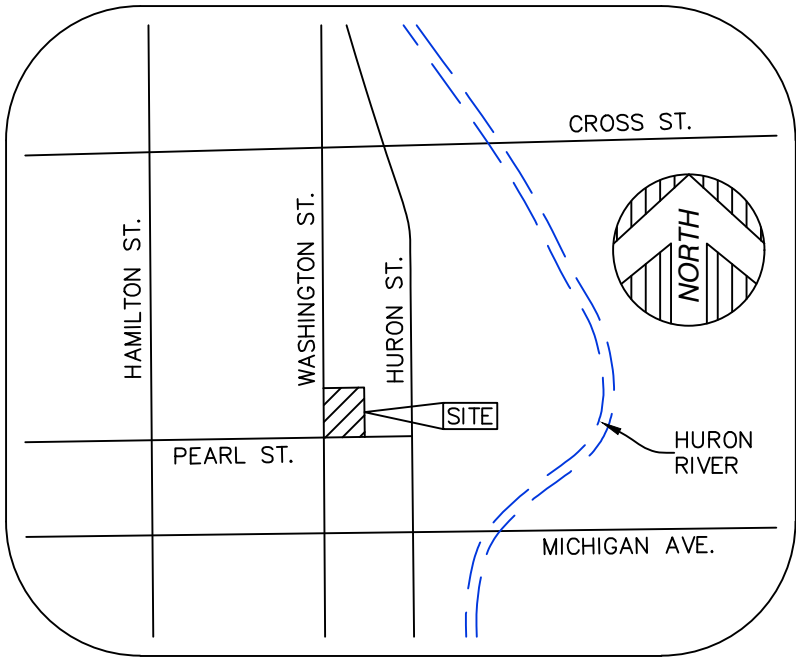
WHEREAS, the Planning Commission recommends the City Council approve the Site Condominium Planned Unit Development for the site known as 124 and 120 Pearl, with the property’s legal description in the attached ordinance; and

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 Second and Final Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



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

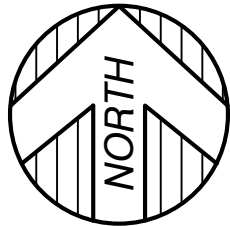
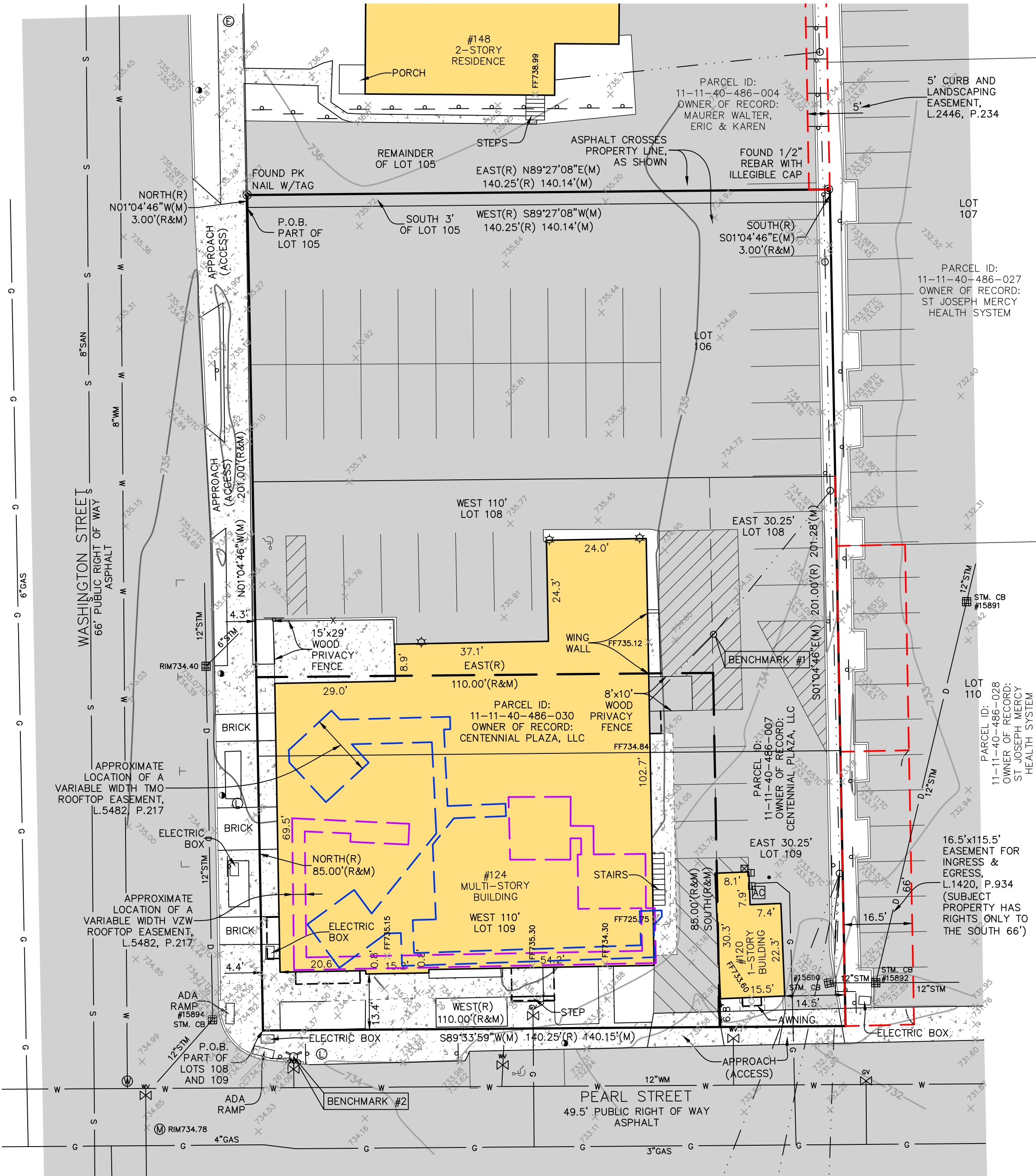
BENCHMARK

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

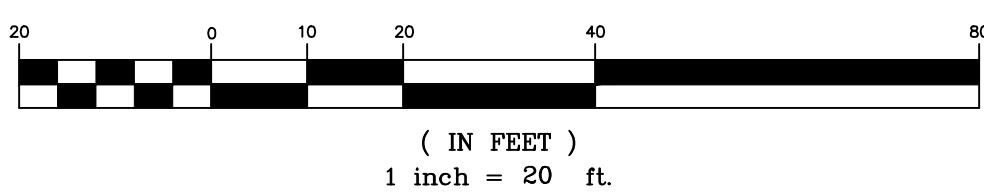
SITE BENCHMARK #2
TOP FLANGE ON NORTH SIDE OF HYDRANT, ±21' SOUTH OF SW
CORNER OF #124.
ELEVATION = 734.21' (NAVD 88)

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



GRAPHIC SCALE



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.

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

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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

Testing Engineers & Consultants, Inc.

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

TEC Report: 63965

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.

Testing Engineers & Consultants, Inc.

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

TEC Report: 63965

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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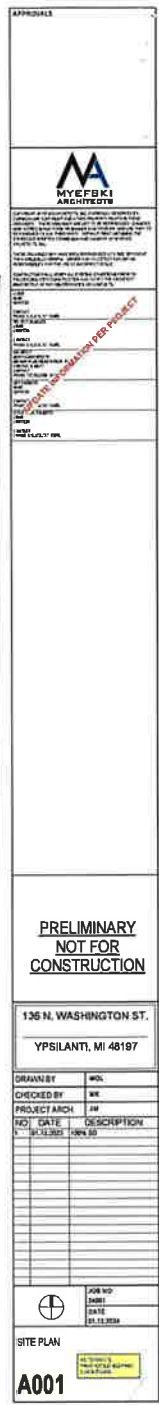
APPENDIX

Test Boring Location Plan

Logs Of Test Borings

Sieve Analysis Results

General Notes For Soil Classification



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"



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Boring No.: 1

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
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				

Bottom of Boring at 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

Water Encountered: None

At Completion: None

Boring No. 1



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Boring No.: 2 **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: 1/16/2024

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			
5.0	LS	3	4.5	Loose Moist Black Clayey Sand With Trace Of Gravel-FILL	17.9	122	
		3					
		6		Loose Very Moist Brown Clayey SAND			
7.5	LS	9	7	Medium Compact Moist Brown SAND With Trace Of Gravel	5.6	136	
		12					
		24		Compact Moist Brown SAND With Trace Of Gravel, Pebbles, Cobbles & Gravel Seams	3.2	139	
10.0	LS	24					
		17					
		22					
12.5			12	Medium Compact Moist Brown Medium SAND With Trace Of Gravel	3.3	140	
15.0	LS	7					
		9					
		14					
17.5							
20.0	LS	4			3.5	132	
		7					
		8					
22.5			22	Compact Moist Brown Medium SAND With Trace Of Gravel	5.7	138	
	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	
15.0	LS	9 10 14			10.9	138	
17.5	LS	10 15 19	17	Compact Moist Brown Fine SAND	8.8	141	
20.0	LS	10 13 20					
22.5	LS						

"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



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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
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



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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



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.: 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							
42.5	LS	15 18 18	38 40	Compact Moist To Wet Brown Medium SAND With Gravel Seam At 38'	11.9	137	
45.0				Bottom of Boring at 40'			
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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 Fax (248) 588-6232

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	ASPHALT (3")			
2.5	LS	6 8 4	2	Medium Compact Moist Dark Brown Sand With Some Gravel & Trace Of Brick-FILL	4.5	121	
5.0	LS	3 3 4		Loose Moist Brown SAND With Trace Of Gravel	11.7	129	
7.5			6	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.

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.: 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
			.25				
	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			
	LS	6			5.7	138	
5.0		17		Very Loose Moist Brown SAND With Some Gravel			
		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.

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 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					SAMPLE DATA	
Sieve No.	Total Weight Retained	Total Percent Retained	Total Percent Passing	Specification Range		
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.

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 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

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

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

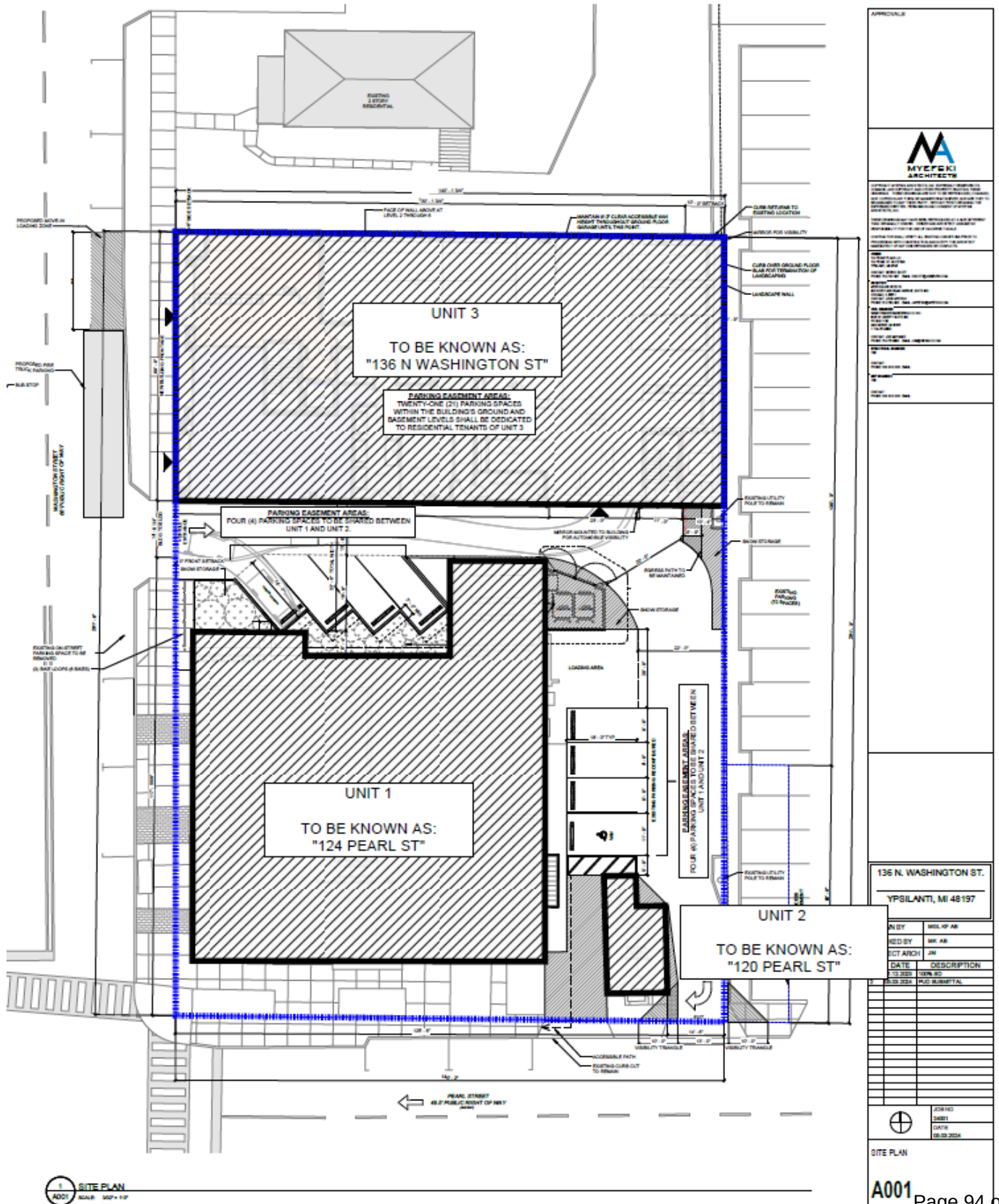
LEASING

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



124 PEACE PLAZA LLC
136 N. WASHINGTON ST.
YPSILANTI, MI 48197
PUD SUBMITTAL SET

OWNER 124 PEACE PLAZA LLC 124 PEARL ST. SUITE 500 YPSILANTI, MI 48197 T: 734-210-1937	ARCHITECT MYEFSKI ARCHITECTS, INC. 400 NORTH MICHIGAN AVE., SUITE 400 CHICAGO, IL 60611 T: 312.763.2400 F: 312.763.2402
CIVIL ENGINEER WASHTENAW ENGINEERING CO. INC. 3526 W. LIBERTY SUITE 400 PO BOX 1128 ANN ARBOR, MI 48106 T: 734-761-8800	STRUCTURAL ENGINEER TBD
MEP ENGINEER TBD	LANDSCAPE ARCHITECT TBD
GENERAL CONTRACTOR TBD	

PROJECT DESCRIPTION

NEW CONSTRUCTION, MIXED-USE DEVELOPMENT CONSISTING OF ONE LEVEL OF BELOW-GRADE PARKING, AT-GRADE RETAIL / PARKING / BUILDING SERVICES AND FIVE ADDITIONAL RESIDENTIAL FLOORS OF STUDIO AND ONE-BEDROOM DWELLING UNITS (60 TOTAL). PROJECT INCLUDES A RESIDENTIAL LOBBY AND BICYCLE STORAGE FOR TENANT-ONLY USE. BUILDING AREAS WHICH HOUSE PARKING FUNCTIONS ARE TO BE CONSTRUCTED OF CONCRETE (TYPE IA) WITH THE REMAINDER BEING PRESSURE TREATED WOOD STUD CONSTRUCTION (TYPE IIB).

APPLICABLE CODES

2015 MICHIGAN BUILDING CODE
2017 NATIONAL ELECTRICAL CODE (NEC)
2015 MICHIGAN MECHANICAL CODE
2015 INTERNATIONAL FUEL GAS CODE
2015 MICHIGAN PLUMBING CODE
2015 MICHIGAN ENERGY CODE (ANSI/ASHRAE/IES STANDARD 90.1-2013)
2013 NFPA 13 SPRINKLER CODE
2010 NFPA 72 FIRE ALARM
2012 INTERNATIONAL FIRE CODE
ACCESSIBILITY:
ICC ANSI A117.1-2009
2010 AMERICANS WITH DISABILITIES ACT (SAFE HARBOR)

CONSTRUCTION TYPE

TYPE IA, FULLY SPRINKLERED PER NFPA 13 - LEVEL 1 AND BELOW
TYPE IIB, FULLY SPRINKLERED PER NFPA 13 - LEVEL 2 THROUGH 6

OCCUPANCY CLASSIFICATIONS

MIXED OCCUPANCY
R-2 RESIDENTIAL
S-2 PARKING GARAGE
A-3 ASSEMBLY
B BUSINESS

DELEGATED DESIGN SUBMITTALS

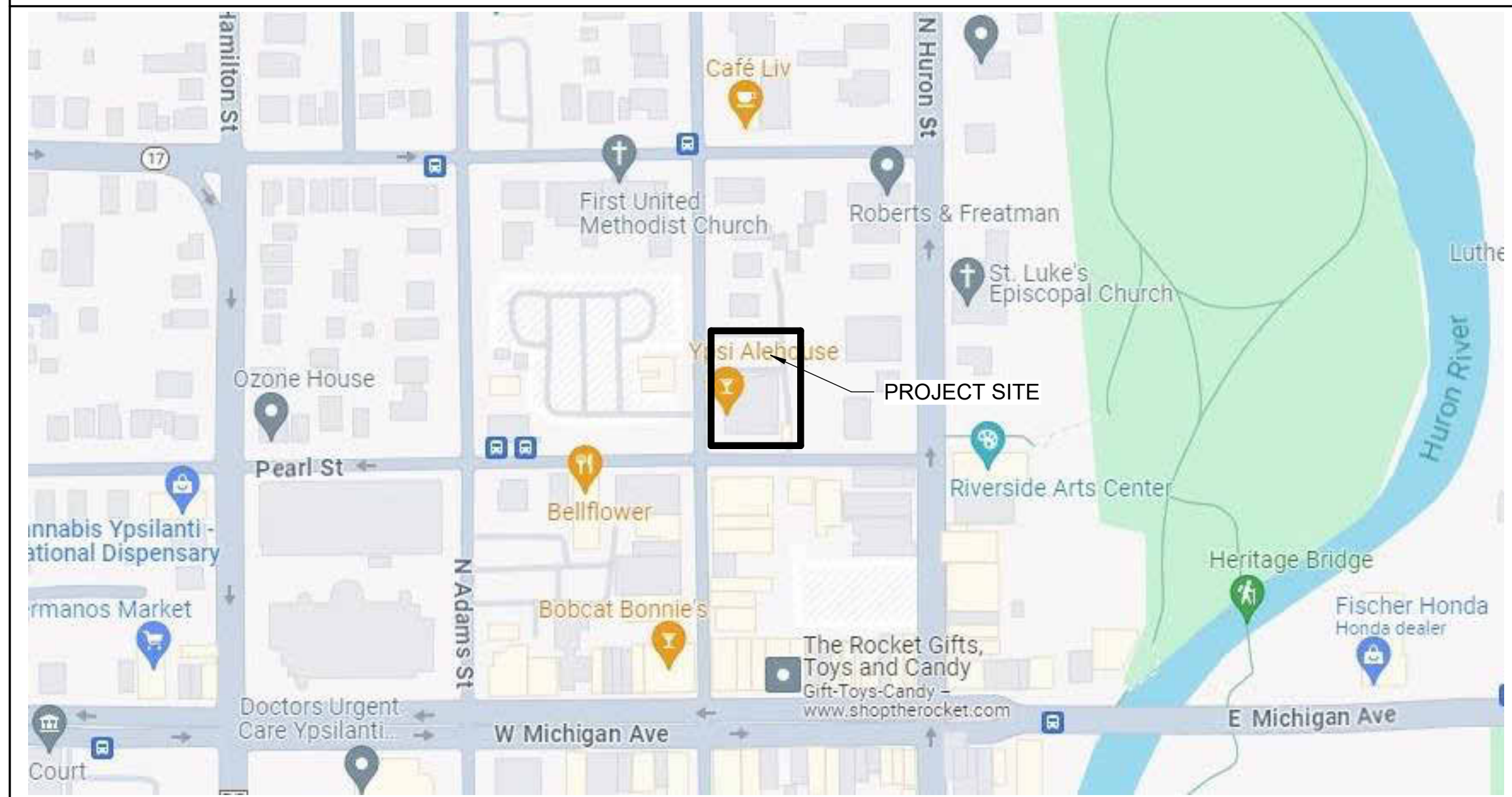
GENERAL CONTRACTOR TO PROVIDE THE FOLLOWING SUBMITTALS TO THE CITY AFTER THE AOR/EOR REVIEW AND PRIOR TO FABRICATION AND INSTALLATION:
A. FIRE PROTECTION SYSTEM, PER NFPA 13 / NFPA 13R.
B. FIRE ALARM SYSTEM WITH EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM.
C. PREFABRICATED STAIRS/HANDRAILS/GUARDRAILS.
D. ELEVATOR DESIGN.
E. ENGINEERED STRUCTURAL TRUSSES AND JOISTS.
F. PRECAST CONCRETE WALL PANELS.
G. COLD FORMED METAL FRAMING.
H. SHORING.
I. GROUND STRENGTHENING DETAILS AND CALCULATIONS.
J. EXTERIOR SIGNAGE.
REFER SPECIFICATION SECTION 01 33.00 FOR ADDITIONAL SUBMITTAL REQUIREMENTS.
ALL SUBMITTALS TO BE SIGNED AND SEALED BY THE RESPONSIBLE DESIGN PROFESSIONAL IN THE STATE THE PROJECT IS LOCATED.

GENERAL CONTRACTOR TO PROVIDE A LIST OF ALL JOB CONTRACTORS TO THE CITY.
REFER TO THE STRUCTURAL DRAWINGS FOR TESTING AND INSPECTIONS REQUIREMENTS.

CITY OF YPSILANTI REQUIRED NOTES:

DESIGN BUILD

TO BE SUBMITTED UNDER A SEPARATE PERMIT BY THE CONTRACTOR:
A. LIST ALL TRADES/DISCIPLINES TO BE DESIGN BUILD HERE:



LOCATION MAP

NOT TO SCALE

LOCATION MAP WAS CREATED USING GOOGLE MAPS, COPYRIGHT 2024 GOOGLE LLC.

LEGEND

LEGEND

TAGS	ROOM NAME ROOM NUMBER	MAGNETIC NORTH (BOLD LINE)
ROOM ###		
REVISION xxx "X-X"	ELEVATION MARK (SECTION / ELEVATION DWGS)	SITE PLAN
"X-X"	ELEVATION MARK (FLOOR PLANS)	100 EXISTING GRADE CONTOUR
"X-X"	CEILING HEIGHT (AFF)	100 PROPOSED GRADE CONTOUR
EXTERIOR ELEVATION TAG: DRAWING NUMBER SHEET NUMBER		100.00 EXISTING SPOT ELEVATION
INTERIOR ELEVATION TAG: DRAWING NUMBER SHEET NUMBER		100.00 PROPOSED SPOT ELEVATION
DETAIL TAG: DRAWING NUMBER SHEET NUMBER		PLANS/SECTIONS
SECTION TAG: DRAWING NUMBER SHEET NUMBER		OVERHEAD OR HIDDEN CONSTRUCTION
COLUMN LINE DESIGNATION		BATT INSULATION OR SOUND ATTENUATION BLANKET
DOOR TAG		RIGID INSULATION
KEY NOTE TAG		STONE
WALL TYPE TAG		BRICK
WINDOW OR STOREFRONT TAG		CONCRETE BLOCK
EQUIPMENT TAG		CONCRETE
SIGNAGE TAG		EARTH - UNDISTURBED
STEP DOWN HEIGHT		EARTH - COMPACTED BACKFILL
FLOOR MATERIAL TRANSITION		GRAVEL
MATERIAL/FINISH TAG		GYPSUM BOARD
FLOOR TYPE TAG		STEEL
FLOOR TYPE TAG		WOOD - DIMENSIONAL LUMBER
		CONTROL JOINT
		EXPANSION JOINT

ABBREVIATIONS INDEX

TEXT	DESCRIPTION	TEXT	DESCRIPTION	TEXT	DESCRIPTION
# 2WAY	2-WAY COMMUNICATION DEVICE	GYP	GYPSUM	PSF	POUNDS PER SQUARE FOOT
ABREV.	ABBREVIATION	H	HIGH	PSI	POUNDS PER SQUARE INCH
ADA	AMERICANS WITH DISABILITIES ACT	HB	HORSE BB	PT	PORCELAIN TILE
ADFL	ADDITIONAL ABOVE FINISH FLOOR	HC	HOT DIPPED GALVANIZED	PTD	PAPER TONER DISPENSER
AFF	ALTERNATE	HD GALV	HOT DIPPED GALVANIZED	PVC	POLYVINYL CHLORIDE
ALUM	ALUMINUM	HWIR	HORIZONTAL		
ANR	AREA OF REFUGE	HM	HOLLOW METAL		
APC	ARCHITECT, ARCHITECTURAL	HP	HIGH POINT		
APROV	APPROVED	HR	HOUR		
ARCH	ARCHITECT, ARCHITECTURAL	HT	HEIGHT		
ASHRAE	AMERICAN SOCIETY OF HEATING, REFRIGERATING, & AIR ENGINEERS	HVAC	HEATING VENTILATION A/C		
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS	I	INDOOR AIR QUALITY		
B	BOTTOM OF BOARD	IAD	INDOOR AIR QUALITY		
BD	BUILDING	IBC	INTERNATIONAL BUILDING CODE		
BLDG	BLOCKING	IN	INCH		
BOH	BACK OF HOUSE	INFO	INFORMATION		
BSM	BASEMENT	INT	INTERIOR		
C	CONTROL JOINT	J	JANITORS CLOSET		
CL	CENTERLINE	JBOX	JUNCTION BOX		
CLG	CEILING	JCS	JANITORS CLOSET		
CLG LST	CEILING JOIST	JST	JOIST		
CLD	CLOSET	L	LONG LENGTH		
CLR	CLAMP	LAM	LAMINATED		
CM	CENTIMETER	LAV	LAVATORY		
CMU	CONCRETE MASONRY UNIT	LB	POUND		
CONF	CONFIGURATION	LF	LINEAR LINEAL FOOT/FEET		
COORD	COORDINATE	LH	LEFT HAND		
CORR	CORRIDOR	LHR	LEFT HAND REVERSE		
CPT	CARPET	LOCN	LOCATION		
CU	CUBIC	LP	LOW POINT		
D	DEEP DEPTH	LVL	LAMINATED VENEER LUMBER		
DBL	DOUBLE	M	METER		
DEG	DEGREE	MACH	MACHINE		
DF	DRAINING FOUNTAIN	MAS	MASONRY		
DIA	DIAMETER	MATL	MATERIAL		
DM	DIMENSION	MAX	MAXIMUM		
DN	DOWN	MBG	MICHIGAN BUILDING CODE		
DS	DOWN SPOUT	MDG	MEDIUM DENSITY OVERLAY		
DTL	DETAIL	MED	MEDIUM		
DWG	DRAWING	MFRD	MANUFACTURER(S)		
E	EACH	MN	MINIMUM		
EAS	EXTERIOR INSULATION FINISH SYSTEM	MOR	MISCELLANEOUS		
EJ	EXPANSION JOINT	MS	MILLIMETER		
ELEV	ELEVATION	MTD	MOUNTED		
ENG	ENGINEER	MTL	METAL		
EQ	EQUIPMENT	MULL	MULLION		
EQIP	EQUIPMENT	N	NOISE CRITERIA		
ETC	ETCETERA	NEC	NATIONAL ELECTRICAL CODE		
EW	ELECTRIC WATER COOLER	NET IN CONTRACT			
EXIST	EXISTING	NOM	NOMINAL		
EXT	EXTERIOR	NRC	NOISE REDUCTION COEFFICIENT		
F	FIRE ALARM PANEL	NTS	NOT TO SCALE		
FAP	FLOOR TO AREA RATIO	O	OWNER FURNISHED, CONTRACTOR		
FAR	FLOOR DRAIN	O.C.	ON CENTER		
FE	FIRE EXTINGUISHER	OD	OUTSIDE DIAMETER		
FEC	FIRE EXTINGUISHER CABINET	OH	OVERHEAD		
FIN	FINISH	OPND	OPENING		
FIX	FIXTURE	OPP	OPPOSITE		
FLR	FLOOR	OZ	OUNCE		
FLRS	FLOORING	P	PLASTIC LAMINATE		
FLSG	FOUNDATION	P.LAM	PLATE		
FND	FOOT, FEET	PLG	PLUMBING		
FTG	FOOTING	PLYWD	PLYWOOD		
G	GAUGE	PNT	PANT		
GAL	GALLON	PNTD	PAINTED		
GALV	GALVANIZED	POL	POLISHED		
GC	GENERAL CONTRACTOR	POLY-ISO	POLY-ISOCYANURATE		
GF / OFCI	GROUND FAULT INTERRUPT	PRE-FAB	PRE-FABRICATED		
GL	GLASS	PRE-FAB	PRE-FABRICATED		
GR	GRADE	PRES	PRESSURE TREATED		
GRAN	GRANULAR	TSTD	TYPICAL		

DRAWINGS LIST

DRAWING LIST	
01 - GENERAL	
G000	COVERSHEET
G101	DEVELOPMENT SUMMARY & UNIT MATRIX
02 - CIVIL	
C1.0	EXISTING CONDITIONS
C2.0	NATURAL FEATURES
C3.0	REMOVAL PLAN
C4.0	DIMENSIONAL SITE PLAN
C5.0	UTILITY AND GRADING PLAN
C6.0	DETAILS
C7.0	FIRE PROTECTION PLAN
L1.0	LANDSCAPING PLAN
L2.0	ROOFTOP LANDSCAPING PLAN
L3.0	LANDSCAPE DETAILS
P1	PHOTOMETRIC PLAN
P2	PHOTOMETRIC DETAILS
ST-1	STORM SEWER STANDARD DETAILS
ST-2	STORM SEWER STANDARD DETAILS
03 - ARCHITECTURAL	
A001	SITE PLAN
A002	WASTE REMOVAL PLAN
A003	SITE DETAILS
A100	FLOOR PLAN - LOWER LEVEL
A101	FLOOR PLAN - GROUND LEVEL
A102	FLOOR PLAN - 2ND FLOOR
A103	FLOOR PLAN - 3RD-6TH FLOOR
A104	ROOF PLAN
A301	WEST & SOUTH BUILDING ELEVATIONS
A302	NORTH & EAST BUILDING ELEVATIONS
A401	BUILDING SECTIONS
SHEET COUNT: 28	

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.

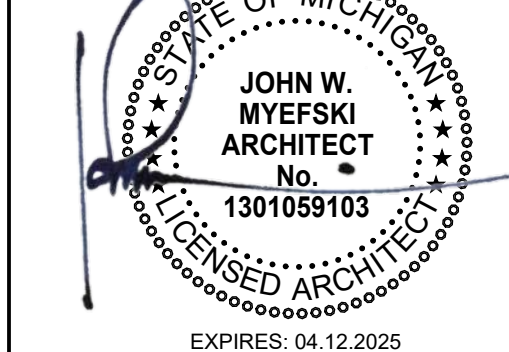
MYEFSKI ARCHITECTS, INC.

I hereby certify that these drawings were prepared under my direction and to the best of my knowledge and belief conform to the Building Codes and Ordinances of YPSILANTI

YPSILANTI
JOHN W. MYEFSKI
Michigan Lic. No. 1301059103
Exp. Date: 04-12-2025

THIS STAMP CERTIFIES

ARCHITECTURAL DRAWINGS ONLY



136 N. WASHINGTON ST.

YPSILANTI, MI 48197

DRAWN BY: KF MAL MGL AB

CHECKED BY: AB / MK

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

COVERSHEET

G000

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 ANY PURPOSES 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), ITS 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.

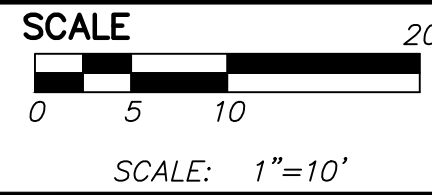


BOUNDARY & TOPOGRAPHICAL INFORMATION BY: KEM-TEC, DATED: 12-4-23, PROVIDED BY CLIENT.

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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 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

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

SHEET

PROJECT

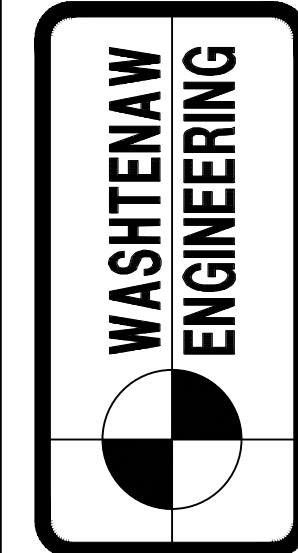
SECTION 9 TOWN 3 SOUTH RANGE 7 EAST

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

EXISTING CONDITIONS

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

C1.0
SHEET



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



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.

- LEGEND**
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 - (R&M) RECORD AND MEASURED
 - (R) RECORD DIMENSION
 - (M) MEASURED DIMENSION
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 - ⊞ MAJOR CONTOUR LINE
 - ⊞ ASPHALT
 - ⊞ CONCRETE



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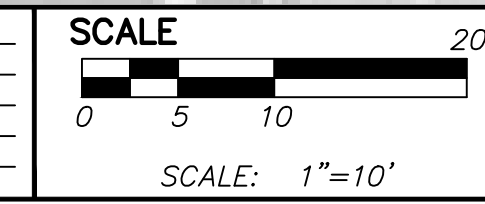
811
Know what's below.
Call before you dig.

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

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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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WASHTENAW ENGINEERING

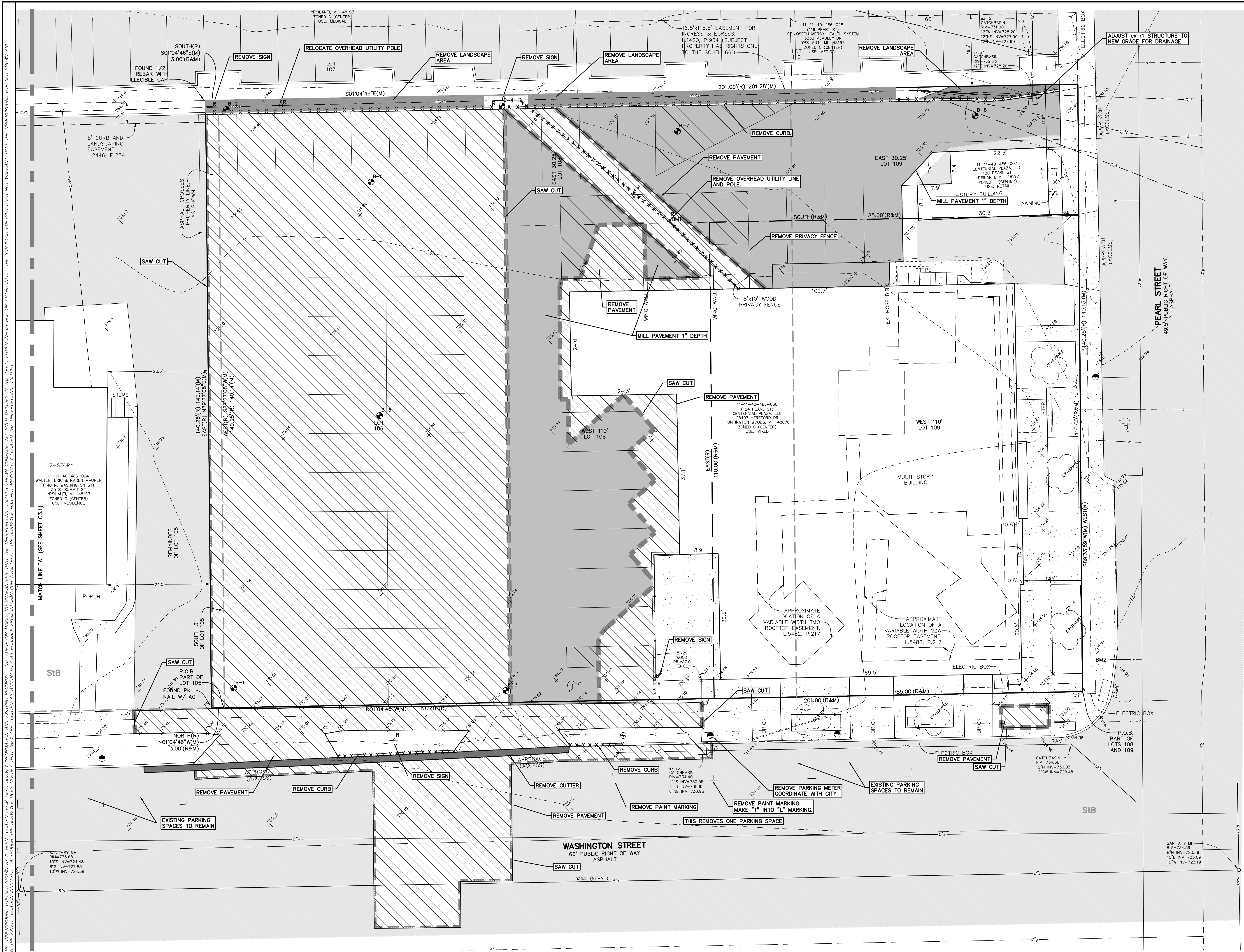
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PROJECT
11-11-40-486-030
136 N. WASHINGTON

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
FILE NO. 10843

C2.0

SHEET



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.

- 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
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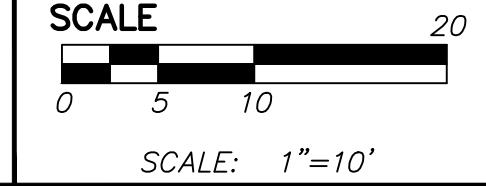


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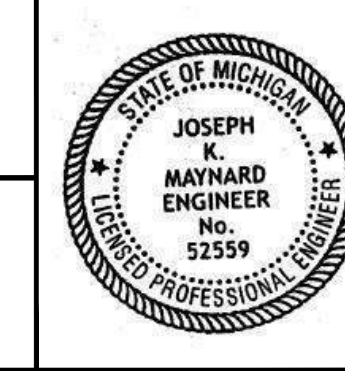
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PREPARED BY *Joseph K. Maynard* JOSEPH K. MAYNARD P.E., MICH No. 52559



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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 FIELD BOOK NONE
SHEET C3.0 FILE NO. 10843

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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.

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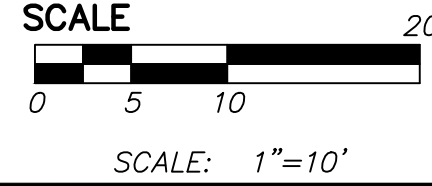


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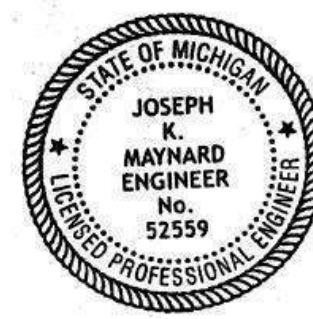
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PREPARED BY

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



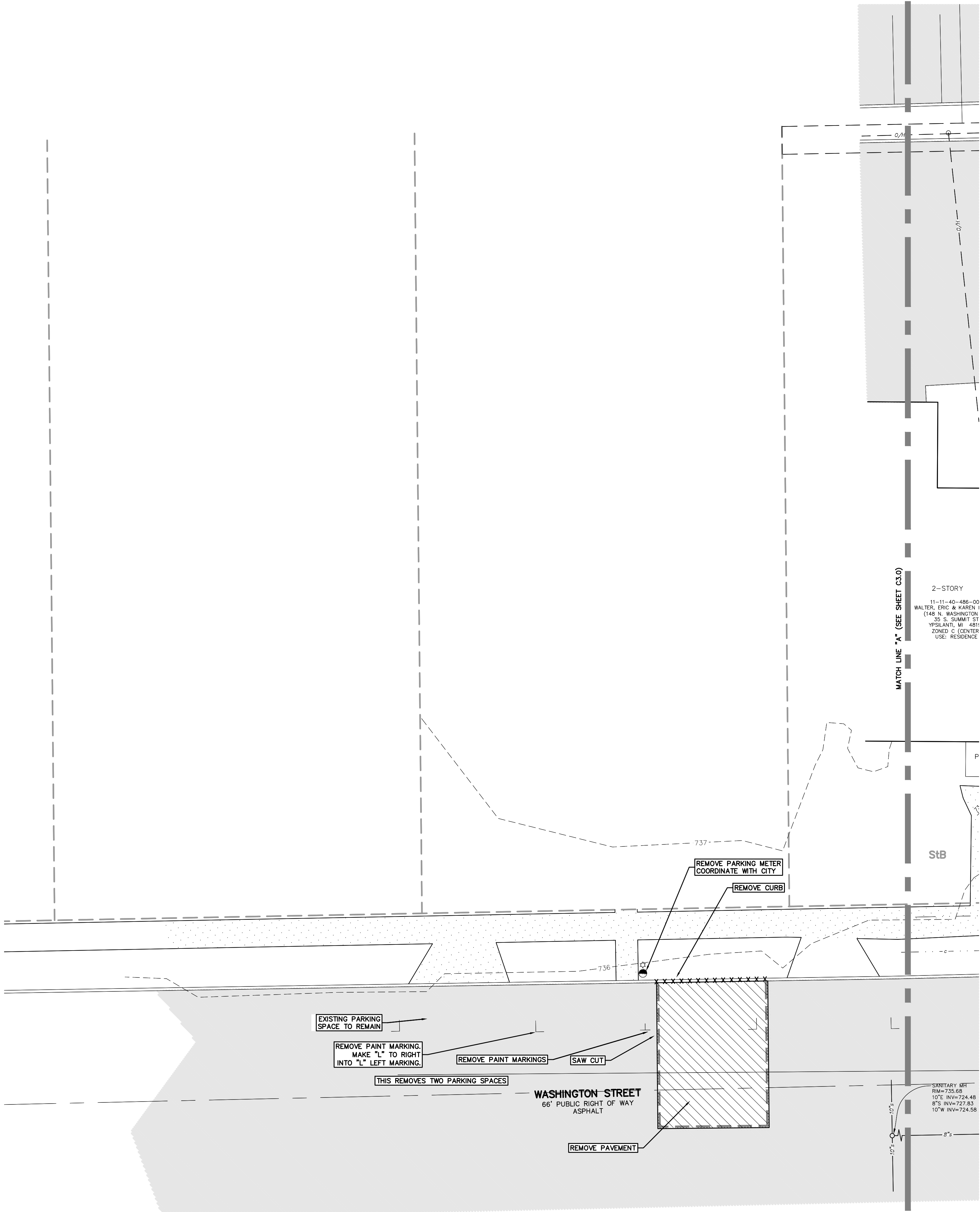
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SURVEY CLASSIFICATION**
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SOILS ARE BASED ON USDA SOIL SURVEY
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REMOVAL LEGEND

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

LEGEND

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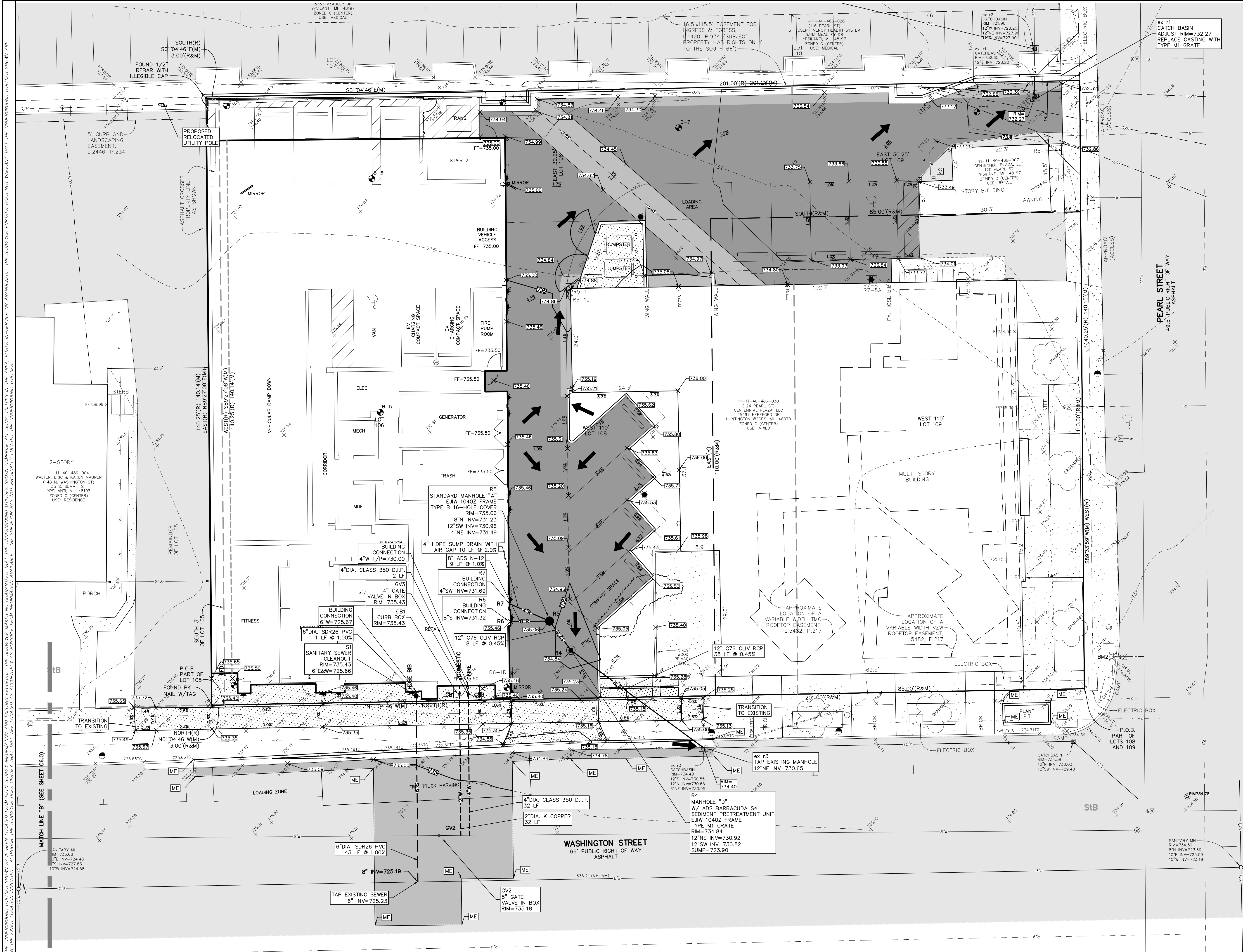
11-11-40-486-030
136 N. WASHINGTON

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-rem
FIELD BOOK NONE
FILE NO. 10843

The site plan illustrates the proposed renovation of a building located at the intersection of Washington Street and a local street. The building footprint is shown with various rooms including a 2-story section, fitness center, lobby/mail area, staircases, and a retail space. The plan also details the proposed parking areas, including a 6" concrete sidewalk thru driveway and a proposed curb cut driveway opening. The surrounding streets are labeled, including Washington Street (66' Public Right of Way) and a local street (11-11-40-486-004). The plan includes various annotations for setbacks, easements, and proposed improvements such as concrete sidewalks, curbs, and gutters. The building is situated on a lot with a 10' setback from the street and a 10' setback from the rear property line. The plan also shows the location of existing and proposed utility poles, mirrors, and other site features.



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, 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
 - LIGHTPOLE
 - POWER POLE
 - EV CHARGING STATION

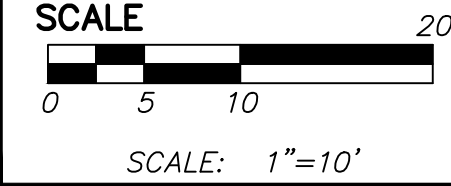
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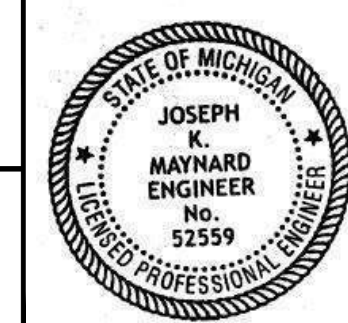
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BM2=TOP OF FLANGE ON NORTH SIDE OF HYDRANT, 21'± SOUTH OF THE SW CORNER OF 124 PEARL STREET, ELEV=736.68 (NAVD 88).

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



CIVIL ENGINEERS
PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS

WASHTENAW ENGINEERING

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

UTILITY AND GRADING PLAN

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

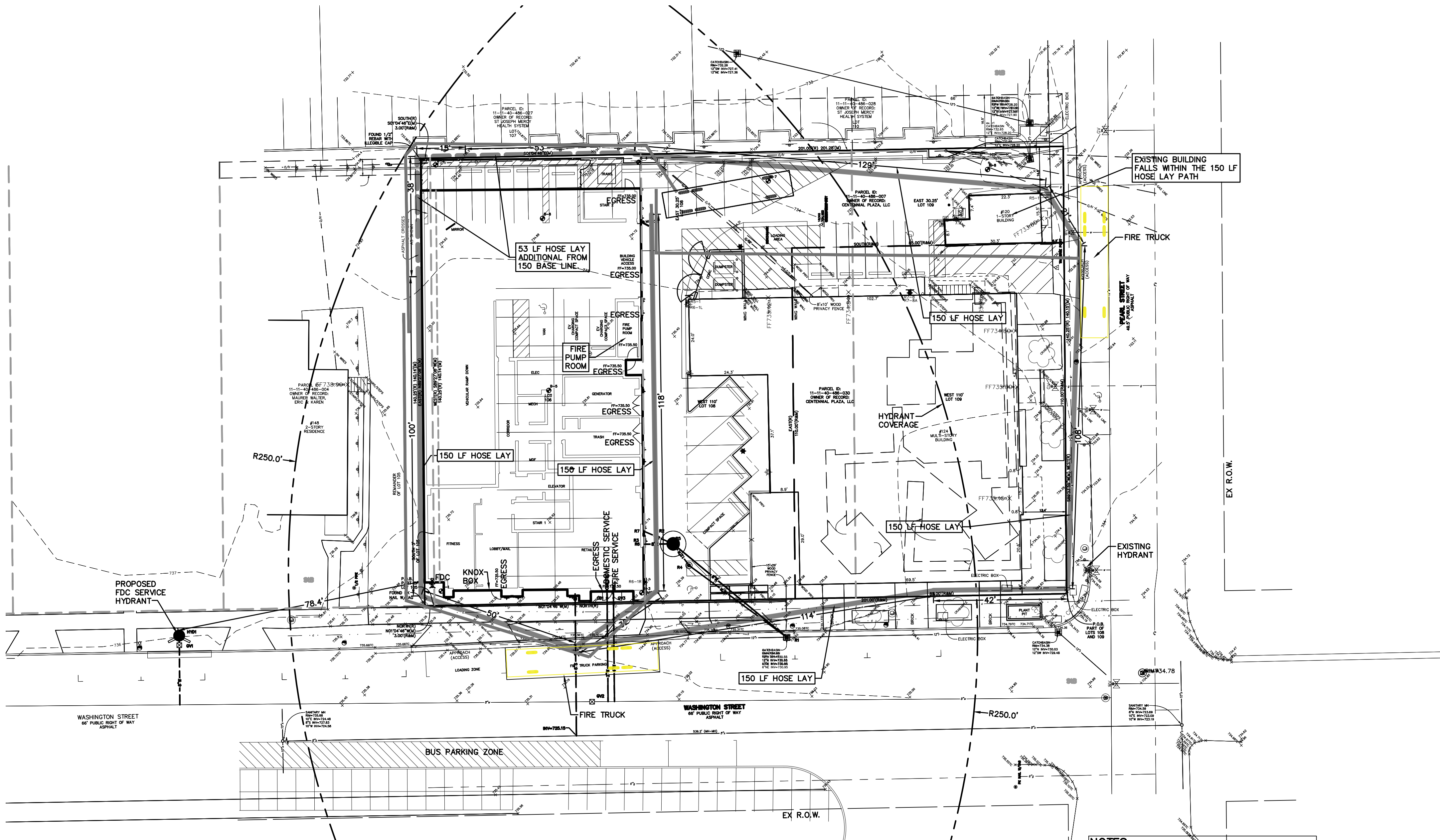
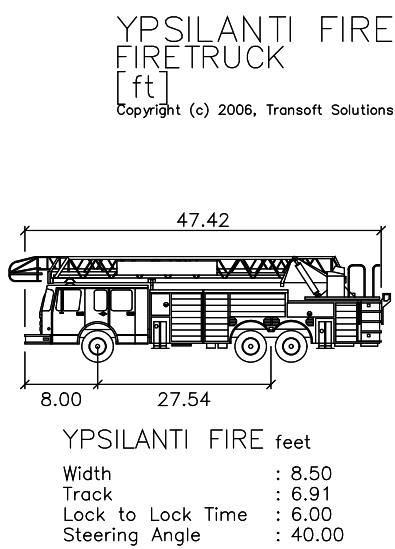
SECTION 9 TOWN 3 SOUTH RANGE 7 EAST
CITY OF YPSILANTI
WASHTENAW COUNTY • MICHIGAN
DATE 1-12-24 JOB NO. 33074
DWG NO. 074-01/11 FIELD BOOK NONE
SHEET C5.0 FILE NO. 10843

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STORM WATER MANAGEMENT RUNOFF VOLUME

Standard Method Runoff Volume Worksheet										
Project: 136 N Washington Ave										
Basin: Structure R4										
By: Seth Garner, P.E.										
Date: 4/30/2024										
W1	Determining Post-Development Cover Types, Areas, Curve Numbers and Runoff									
	Total Site area =		0.547							
	Disturbed Site Area =		0.402		Ac					
	% Disturbed =		62 %							
	Total Tributary Area Excluding "Self-Cresting" BMPs =		0.2785		Ac					
	Rational Method Variables									
	Cover Type	Soil Type	Slope	Area (ft ²)	Area(acre)	C	(C)/Area			
	Impervious	D		11,631	0.2670	0.95	0.2537			
	PerVIOUS	D	<4%	502	0.0115	0.45	0.0022			
	PerVIOUS	D	4%-8%	0	0.0000	0.5	0.0000			
PerVIOUS	D	8%-10%	0	0.0000	0.55	0.0000				
NRCS Variables - PerVIOUS Cover		Weighted C = Σ(C)/Area		Σ(C)/Area =		0.5296				
PerVIOUS	PerVIOUS	Area (ft ²)	Area(acre)	Curve Number	(CN)/Area					
Open Space-Good	B	502	0.0115	61	0.70					
Open Space-Good	D	0	0.0000	80	0.00					
NRCS Variables - Impervious Cover		Weighted CN = Σ(C)/Area		Σ(C)/Area =		0.6114				
Impervious	Impervious	Area (ft ²)	Area(acre)	Curve Number	(CN)/Area					
Paved	B	11,631	0.2670	98	26.17					
NRCS Variables - PerVIOUS Cover		Weighted CN = Σ(C)/Area		Σ(C)/Area =		0.2785				
PerVIOUS	PerVIOUS	Area (ft ²)	Area(acre)	Curve Number	(CN)/Area					
Paved	B									
NRCS Variables - Impervious Cover		Weighted CN = Σ(C)/Area		Σ(C)/Area =		98.01				
Impervious	Impervious	Area (ft ²)	Area(acre)	Curve Number	(CN)/Area					
First Flush										
V _{FF} = (1")/(12")*(43560ft ² /1ac)/Ac										
Total Area		A =		0.28 Ac						
Weighted C		C =		0.9296						
V _{FF} = 0.0036 ft										
W3	Pre-development Bankfull Runoff Calculation (V ₀ -pre)									
	NRCS Variables - PerVIOUS Cover		Weighted C = Σ(C)/Area		Σ(C)/Area =		0.5296			
	PerVIOUS	PerVIOUS	Area (ft ²)	Area(acre)	Curve Number	(CN)/Area				
	Pervious	B	502	0.0115	58	0.00				
	Meadow	D	12,133	0.2785	78	21.73				
	NRCS Variables - Impervious Cover		Weighted CN = Σ(C)/Area		Σ(C)/Area =		78.02			
	Impervious	Impervious	Area (ft ²)	Area(acre)	Curve Number	(CN)/Area				
	Pervious	B								
	NRCS Variables - PerVIOUS Cover		Weighted CN = Σ(C)/Area		Σ(C)/Area =		78.02			
	PerVIOUS	PerVIOUS	Area (ft ²)	Area(acre)	Curve Number	(CN)/Area				
Existing Cover Type = Meadow										
2 year/24 hour storm event P = 2.35 inches										
Curve Number for Good Cover Woods or Meadow CN = 78.02										
Q = (1000)(CN) / (S) = 2.81726 inches										
Q = (P-0.25)/(P+0.85) = 0.693295 inches										
Total Site Area (SF) excluding "Self-Cresting" BMPs Area = 12,133 square feet										
W4	PerVIOUS Cover Post-Development Bankfull Runoff Calculation (V _{FF} -post)									
	PerVIOUS	PerVIOUS	Area (ft ²)	Area(acre)	Curve Number	(CN)/Area				
	2 year/24 hour storm event P =	2.35 inches								
	PerVIOUS	PerVIOUS	Area (ft ²)	Area(acre)	Curve Number	(CN)/Area				
	2 year/24 hour storm event P =	2.35 inches								
	Q = (1000)(CN) / (S) = 2.81726 inches									
	Q = (P-0.25)/(P+0.85) = 0.148931 inches									
	PerVIOUS	PerVIOUS	Area (ft ²)	Area(acre)	Curve Number	(CN)/Area				
	2 year/24 hour storm event P =	6 ft								
	PerVIOUS Cover Post-Development Bankfull Runoff Calculation (V ₀ -post)									
2 year/24 hour storm event P = 2.35 inches										
W5	Impervious Curve Number from W1 = 98.01									
	NRCS Variables - PerVIOUS Cover		Weighted C = Σ(C)/Area		Σ(C)/Area =		0.5296			
	PerVIOUS	PerVIOUS	Area (ft ²)	Area(acre)	Curve Number	(CN)/Area				
	2 year/24 hour storm event P =	2.35 inches								
	Q = (1000)(CN) / (S) = 0.203041 inches									
	Q = (P-0.25)/(P+0.85) = 2.12276 inches									
	PerVIOUS	PerVIOUS	Area (ft ²)	Area(acre)	Curve Number	(CN)/Area				
	2 year/24 hour storm event P =	2.057 ft								
	PerVIOUS Cover Post-Development 100-Year Storm Runoff Calculation (V ₁₀₀ -post)									
	100 year/24 hour storm event P = 5.51 inches									
W6	PerVIOUS									
	PerVIOUS	PerVIOUS	Area (ft ²)	Area(acre)	Curve Number	(CN)/Area				
	100 year/24 hour storm event P =	5.51 inches								
	Q = (1000)(CN) / (S) = 6.463615 inches									
	Q = (P-0.25)/(P+0.85) = 1.417348 inches									
	PerVIOUS	PerVIOUS	Area (ft ²)	Area(acre)	Curve Number	(CN)/Area				
	100 year/24 hour storm event P =	5.51 inches								
	PerVIOUS Cover Post-Development 100-Year Storm Runoff Calculation (V ₁₀₀ -post)									
	100 year/24 hour storm event P = 5.51 inches									
	W7	Impervious Curve Number from W1 = 98.01								
NRCS Variables - PerVIOUS Cover		Weighted C = Σ(C)/Area		Σ(C)/Area =		0.5296				
PerVIOUS		PerVIOUS	Area (ft ²)	Area(acre)	Curve Number	(CN)/Area				
2 year/24 hour storm event P =		2.35 inches								
Q = (1000)(CN) / (S) = 0.203041 inches										
Q = (P-0.25)/(P+0.85) = 4.87417 inches										
PerVIOUS		PerVIOUS	Area (ft ²)	Area(acre)	Curve Number	(CN)/Area				
2 year/24 hour storm event P =		4.724 ft								
PerVIOUS Cover Post-Development 100-Year Storm Runoff Calculation (V ₁₀₀ -post)										
100 year/24 hour storm event P = 5.51 inches										
W8	Determine Time of Concentration for Applicable Flow Slopes (T _c -hrs)									
	Flow Type	K	Change in Length	Slope	1/(S ^{0.5})	S ^{0.5}	V _K (K-hr)	L _V (V _K -600)		
	Sheet Flow	0.48	0.5	50	1	0.48	0.48	0.03		
	Waterway	1.2	4.6	1100	0.42	0.65	0.78	0.39		
	Small Trib.	2.1								
	T _c = 0.42									
	*Sheet flow cannot exceed 300 feet. Anything beyond this is considered waterway.									
	Rational Summary & Onsite Infiltration Requirement									
	PerVIOUS Post-Development Bankfull Runoff Volume V _{FF} -pre = 940 ft ³									
	Impervious Curve Number from W1 = 98.01									
Pre-Development Bankfull Runoff Volume V _{FF} -post = 2,053 ft ³										
PerVIOUS - Post-Development 100-year Runoff Volume V ₁₀₀ -post = 59 ft ³										
Impervious Curve Number from W1 = 98.01										
Pre-Development Bankfull Runoff Volume V ₁₀₀ -pre = 4,783 ft ³										
Determine Onsite Infiltration Requirement										
Subtract the Pre-Development Bankfull Runoff from the Post Development Bankfull Volume										
Pre-Development Bankfull Runoff Volume V _{FF} -post = 2,053 ft ³										
Pre-Development Bankfull Runoff Volume V ₁₀₀ -pre = 4,783 ft ³										
Bankfull Volume Difference = 1,362 ft ³										
Compare the Bankfull Volume Difference with the First Flush Volume.										
The greater of the two is the Onsite Infiltration Requirement.										
Onsite Infiltration Requirement V _{IR} = 1,362 ft ³										
W10	Retention/Retention Requirement									
	Detention		Peak of Unit Hydrograph Q _{0.25} =238.67 ft ³ /s		486 cfs		ft ³ -mi ²			
	Total Site Area (ac) excluding "Self-Cresting" BMPs Area =		0.2785 ac							
	Q ₁₀ = Q _{0.25} + Q _{0.5} Area =		6.291585 in							
	Peak Flow F ₄₀ = 90 ft ³ /100' Area=940 =		1,330,677 cfs							
	% Required Infiltration NOT provided =		1,283,927 cfs							
	V _{det} = (ΔP)(V _{IR}) =		4,633 ft ³							
	Natural Features Inventory									
	Existing Natural Resources	Mapped (yes/no)	Total Area (ac)	Protected Area (ac)	Undisturbed Area (ac)					
	Waterbodies	N/A								
Floodplains	N/A									
Riparian Areas	N/A									
Wetlands	N/A									
Woodlands	N/A									
Natural Drainage Area	N/A									
Steep Slopes: 15%-25%	N/A									
Steep Slopes: over 25%	N/A									
Special Habitat Areas	N/A									
Other	N/A									
Total Existing (ac)				0						
W13	Summary									
	A. Storm Water Management Summary		Designed/Required Detention, V _{det} =		1,362 cft					
	Minimum Required Detention Volume, V _{det} =		0 cft							
	% Minimum Required Infiltration Provided =		0 %							
	Total Calculated Detention Volume, V _{det} =		4,633 cft							
	Net Required Detention Volume, V _{det} =		0 cft							
	(V _{det} - Designed/Required Infiltration Volume) =		4,633 cft							
	B. Detention Volume Increase for sites where the required infiltration cannot be achieved.									
	% Required Infiltration NOT provided = 100 %									
	Net % Penalty									
20 %										
Total Required Detention Volume, V _{det} = 4,633 cft										
(100% + Net % Penalty) x Net Required Detention Volume										
5,560 cft										

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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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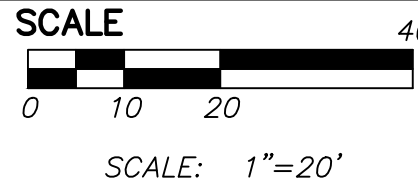


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JOSEPH K. MAYNARD P.E., MICH No. 52559

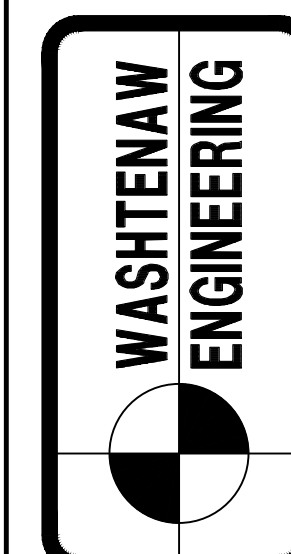
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DATE	1-12-24	CITY OF YPSILANTI	WASHTENAW COUNTY	MICHIGAN	JOB NO. 33074	DWG NO. 074-fire	FIELD BOOK NONE
SHEET	C7.0	FILE NO. 10843					

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

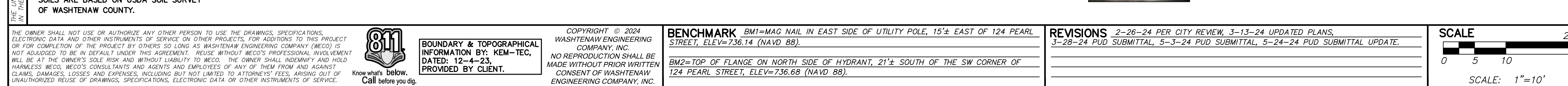
SHEET

FIRE PROTECTION PLAN

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



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3526 W. LIBERTY RD
ANN ARBOR, MI 48103
TEL. 734-761-8800



PREPARED BY: Gerald J. Sosnowski

GERALD J. SOSNOWSKI RLA, MICH No. 982

STATE OF MICHIGAN
GERALD J. SOSNOWSKI
LANDSCAPE ARCHITECT
NO. 982
REGISTERED LANDSCAPE ARCHITECT

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

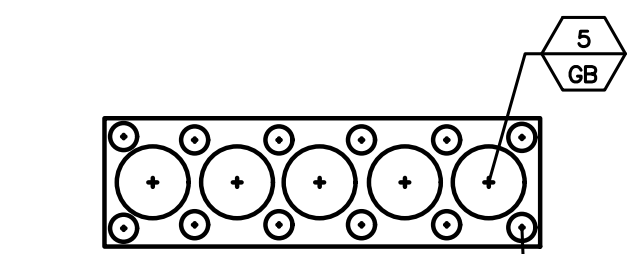
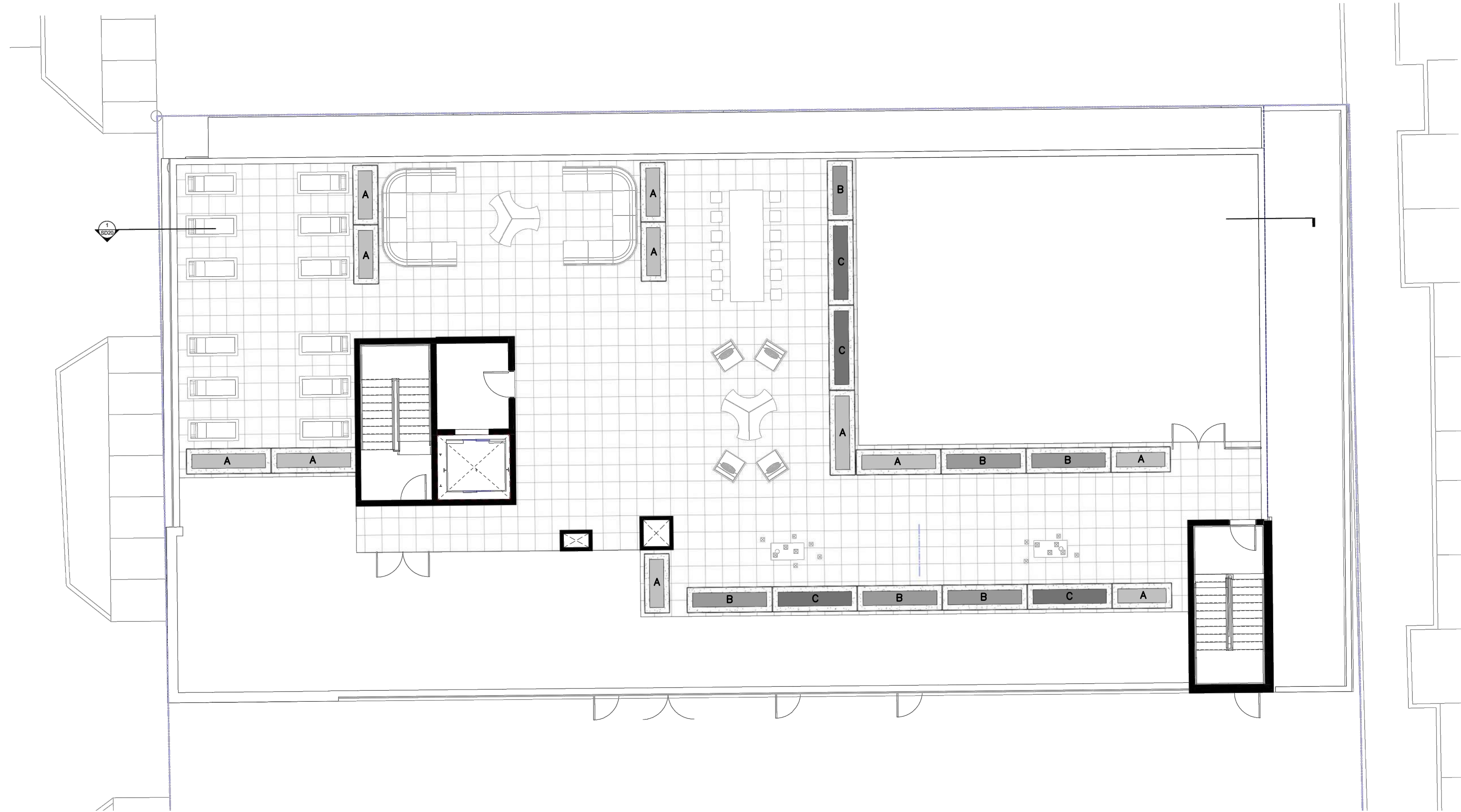
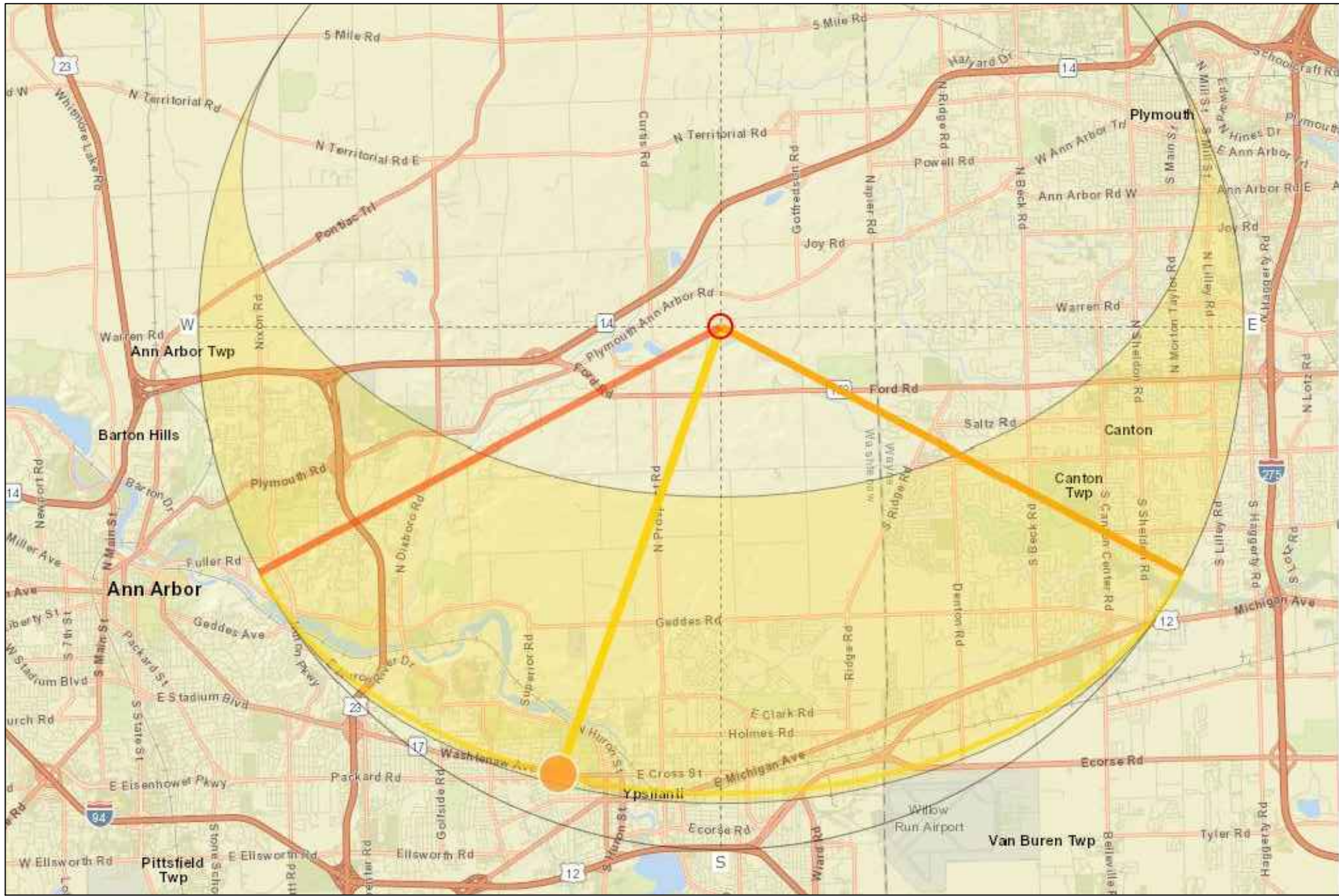
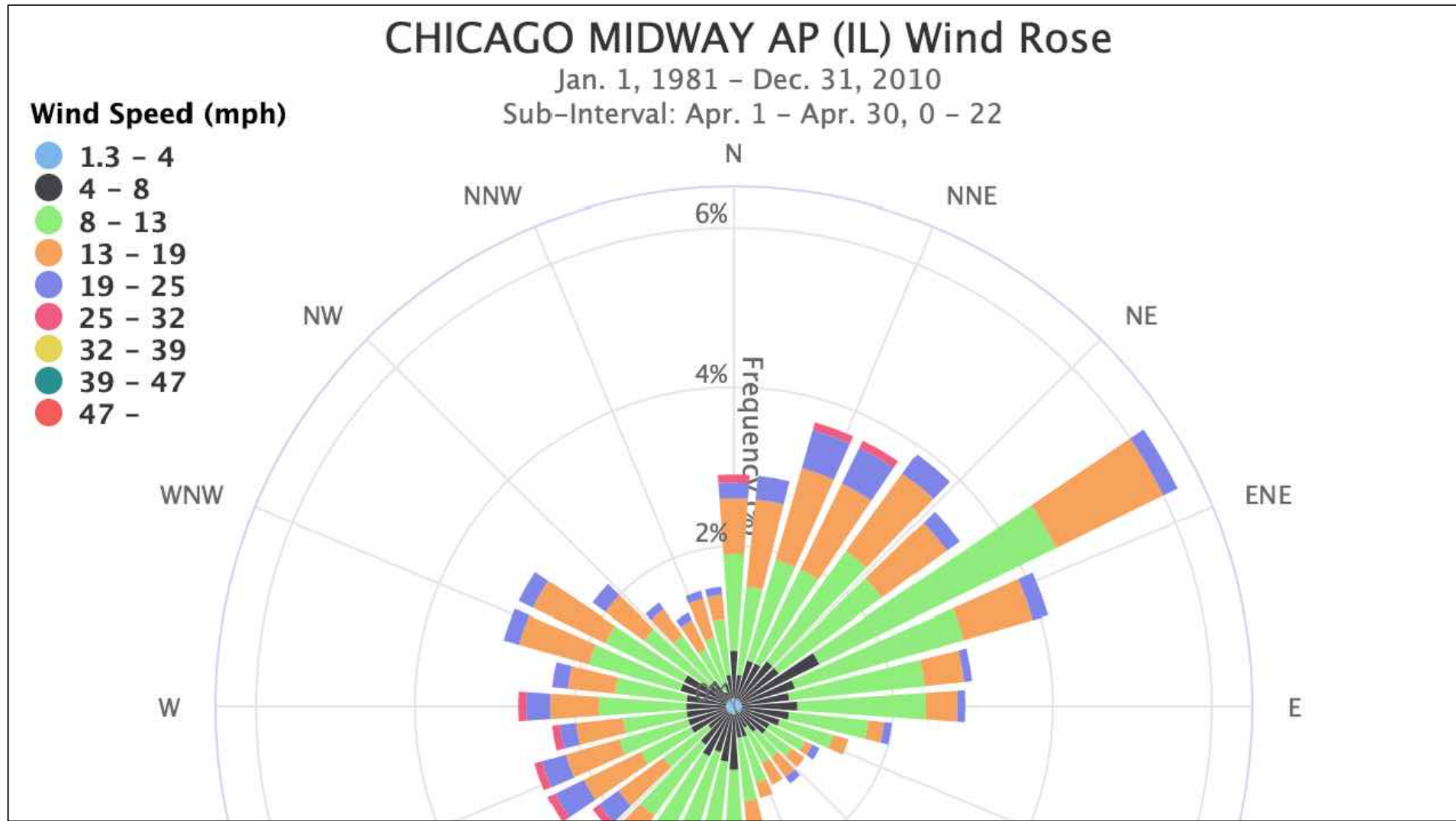
FIELD BOOK

NONE

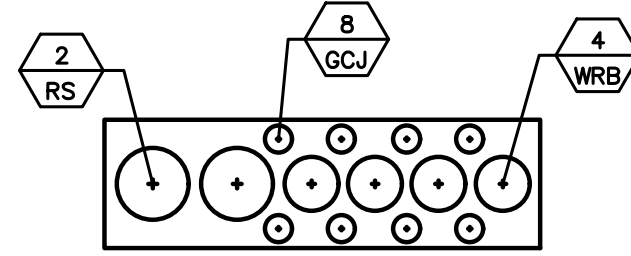
SHEET

L1.0

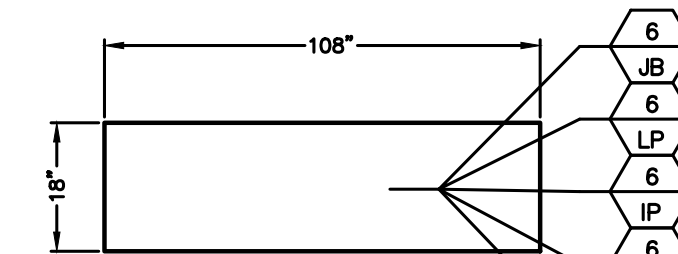
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TYPE A PLANTER
NOT TO SCALE



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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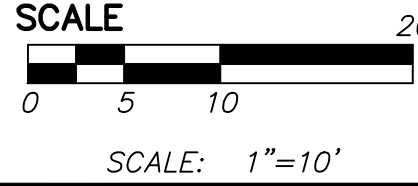


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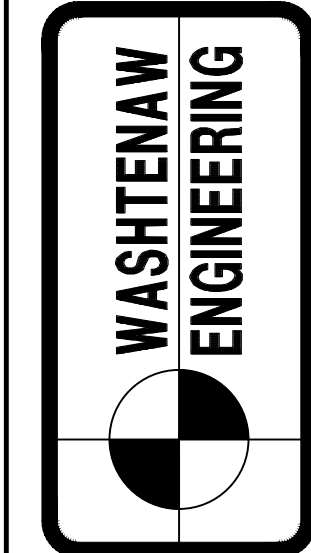
PREPARED BY GERALD J. SOSNOWSKI RLA, MICH No. 982

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

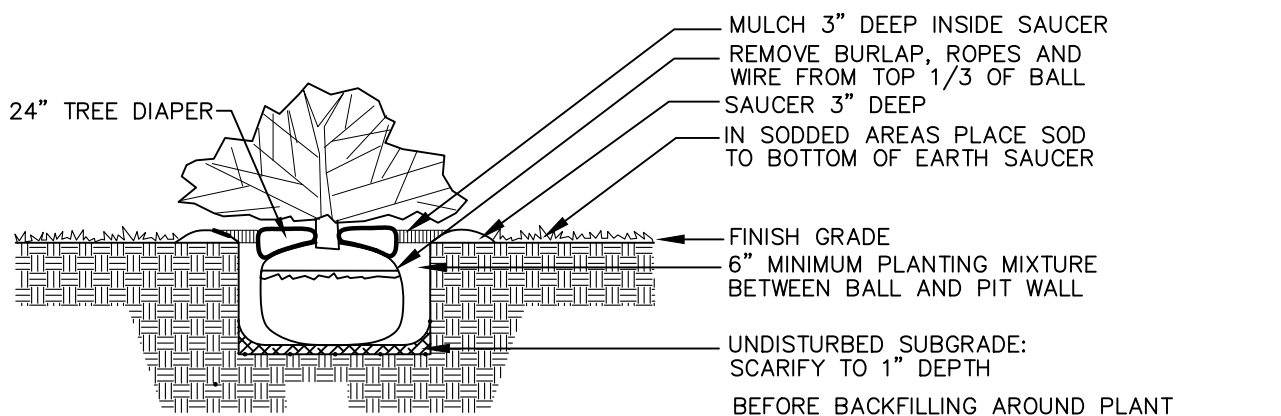
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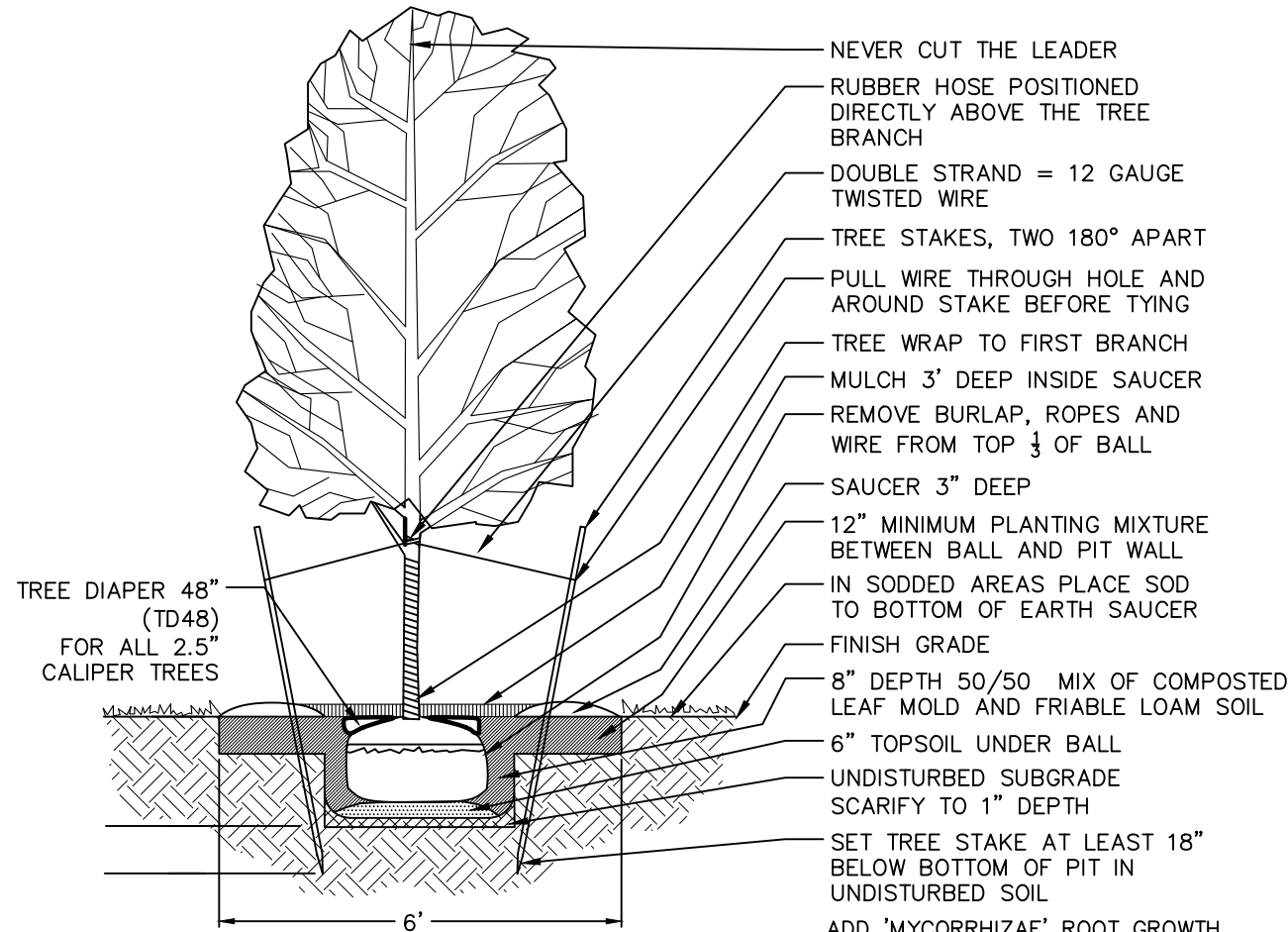
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SHRUB PLANTING DETAIL

NOT TO SCALE

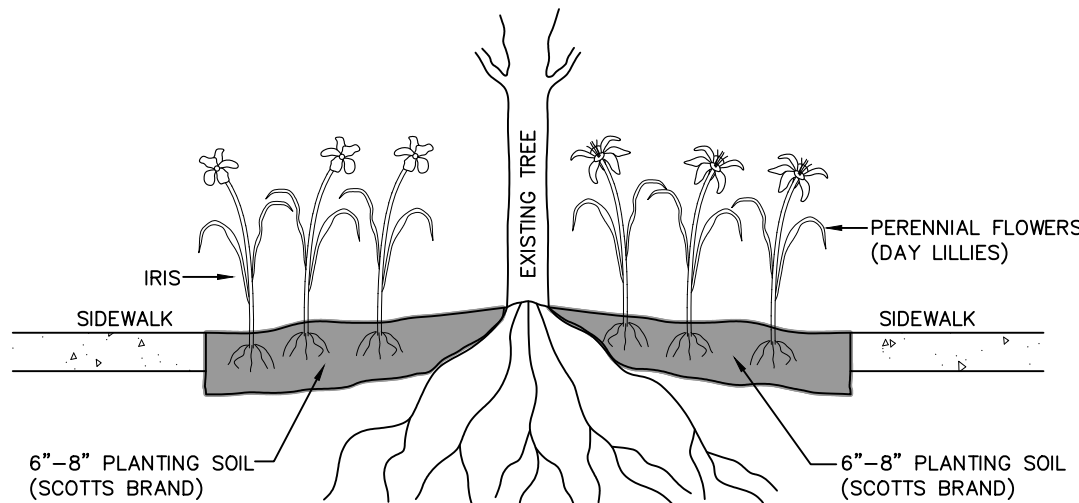
SHRUB PLANTING SCHEDULE:
MAY 15, THRU AUGUST 1
SEPTEMBER 5, THRU NOVEMBER 1
NO FALL PLANTING FOR EVERGREEN SHRUBS



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.

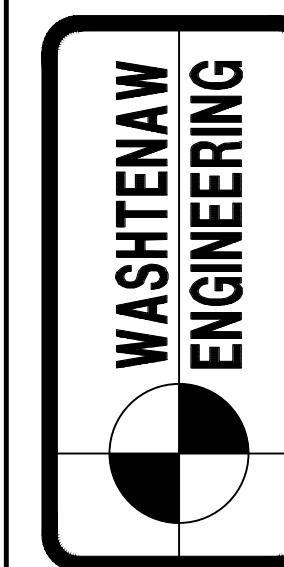
Euonymus coloradus, providing intricate and exquisite blooms in sunny areas of the landscape. Iris flowers begin blooming in late winter to early spring. A range of varieties provides extended color in the flower bed. Iris care is minimal once the growing iris is established. Iris plant care consists 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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SUITE 400
CHICAGO, IL 60611
TEL. 312-763-2400
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CLIENT

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
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).

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

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



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Call before you dig.

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Call before you dig.

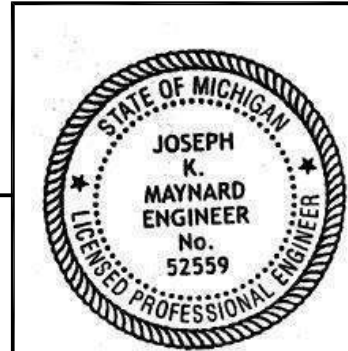
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BM2=TOP OF FLANGE ON NORTH SIDE OF HYDRANT, 21'± SOUTH OF THE SW CORNER OF
124 PEARL STREET, ELEV=736.68 (NAVD 88).

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.

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

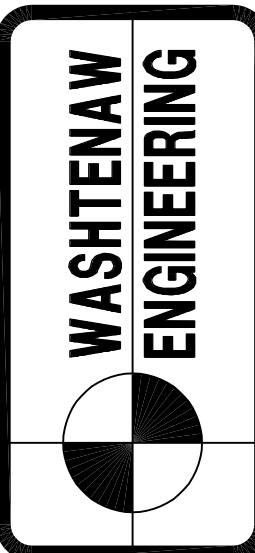


PHOTOMETRIC PLAN

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

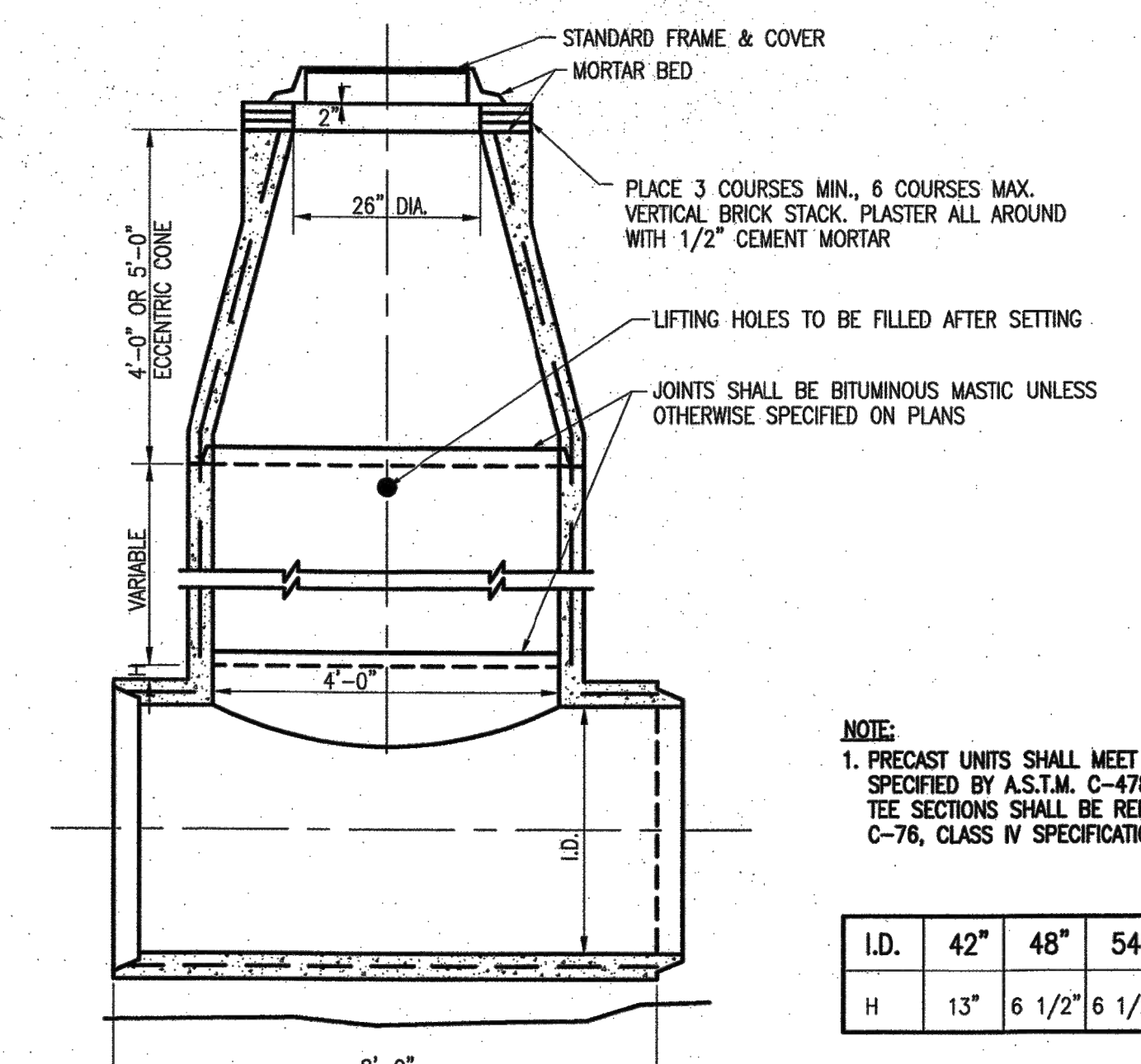
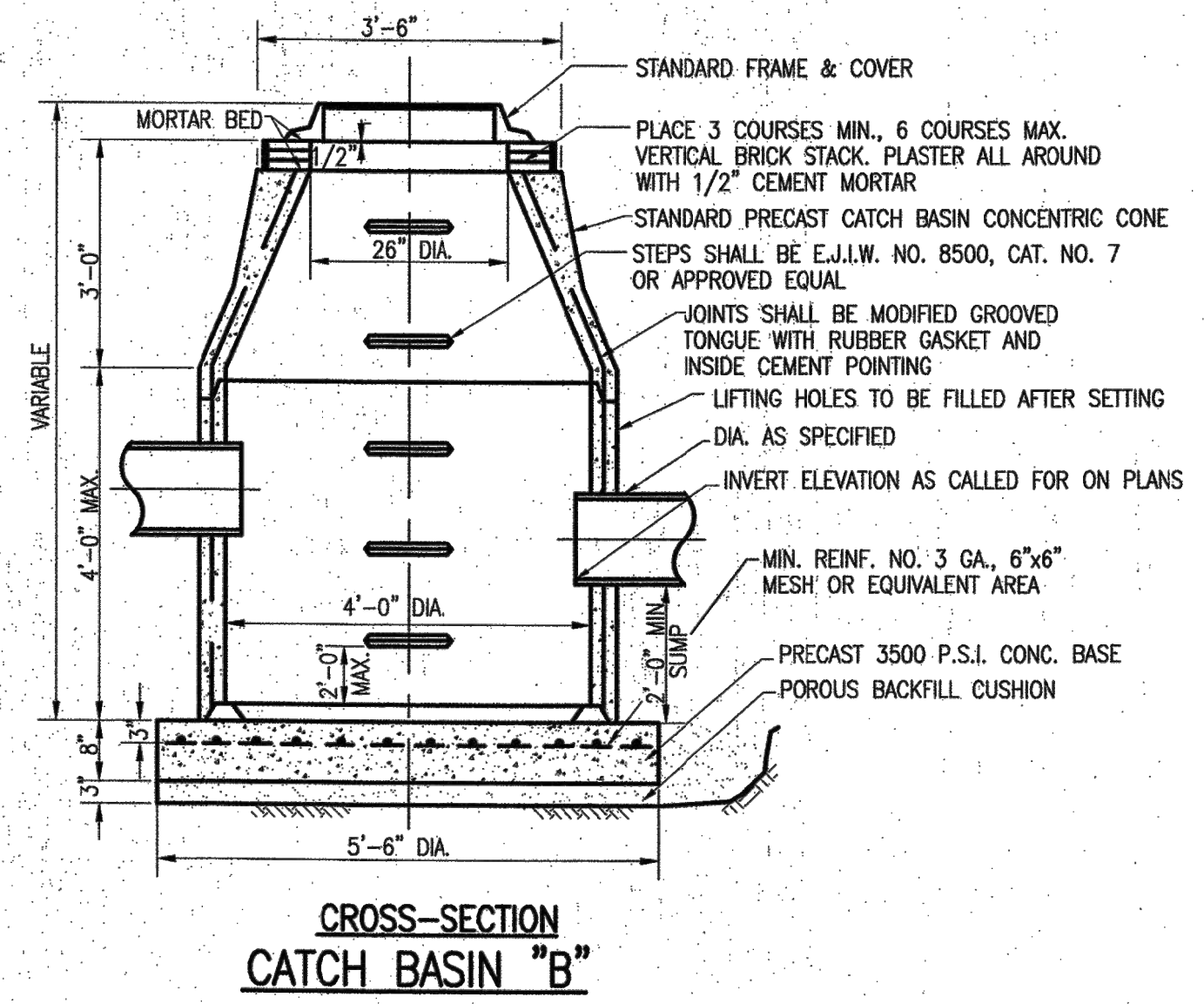
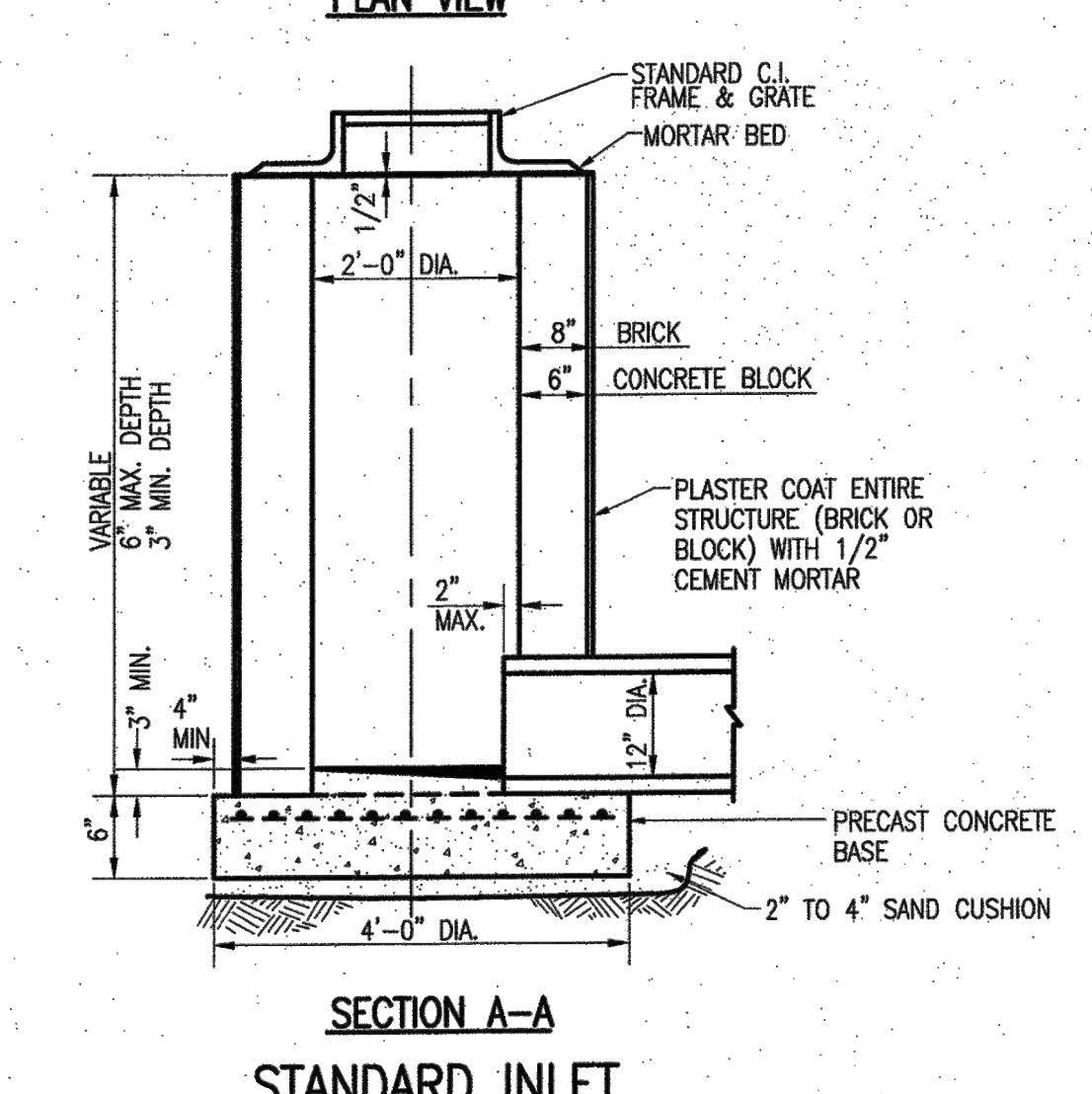
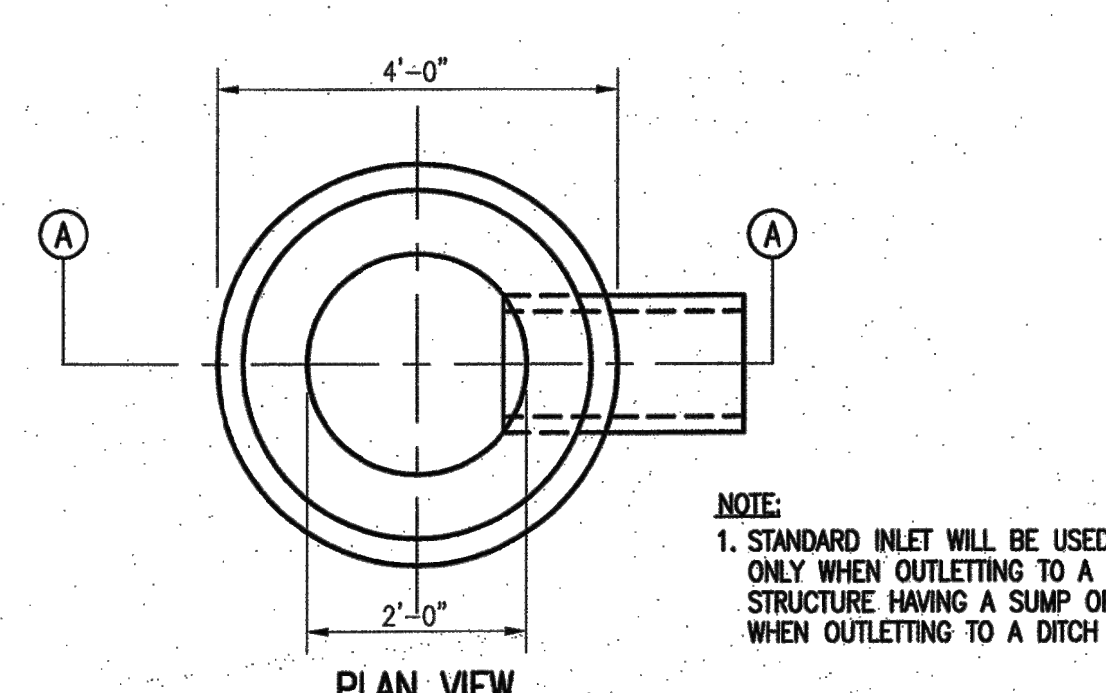
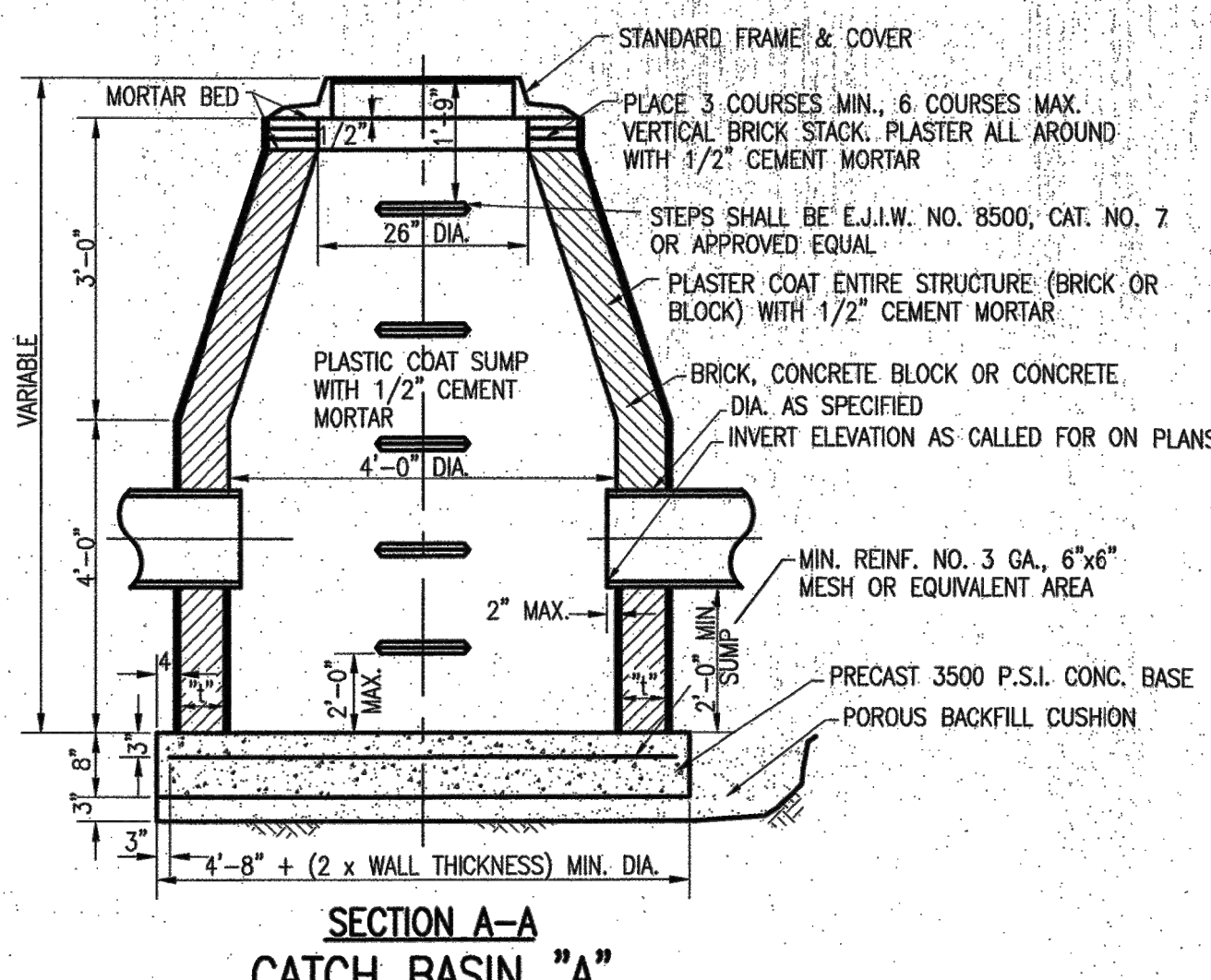
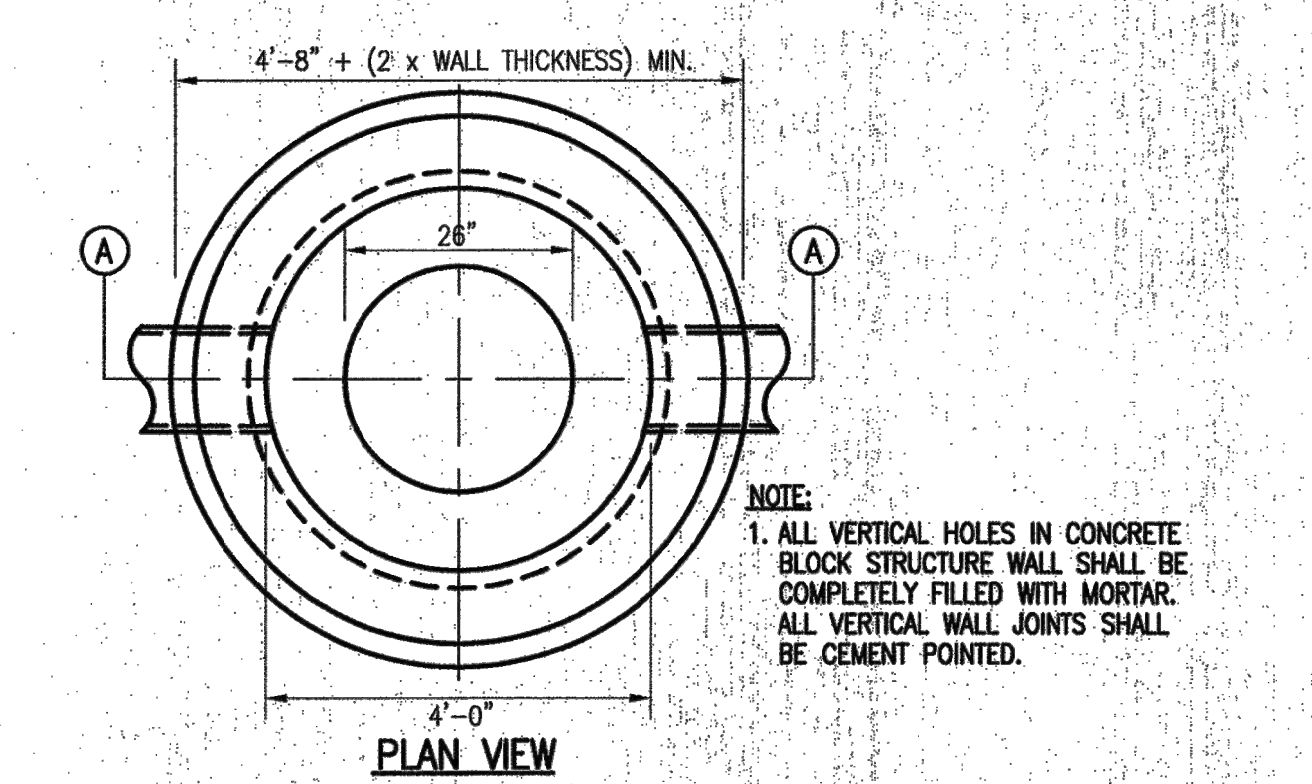
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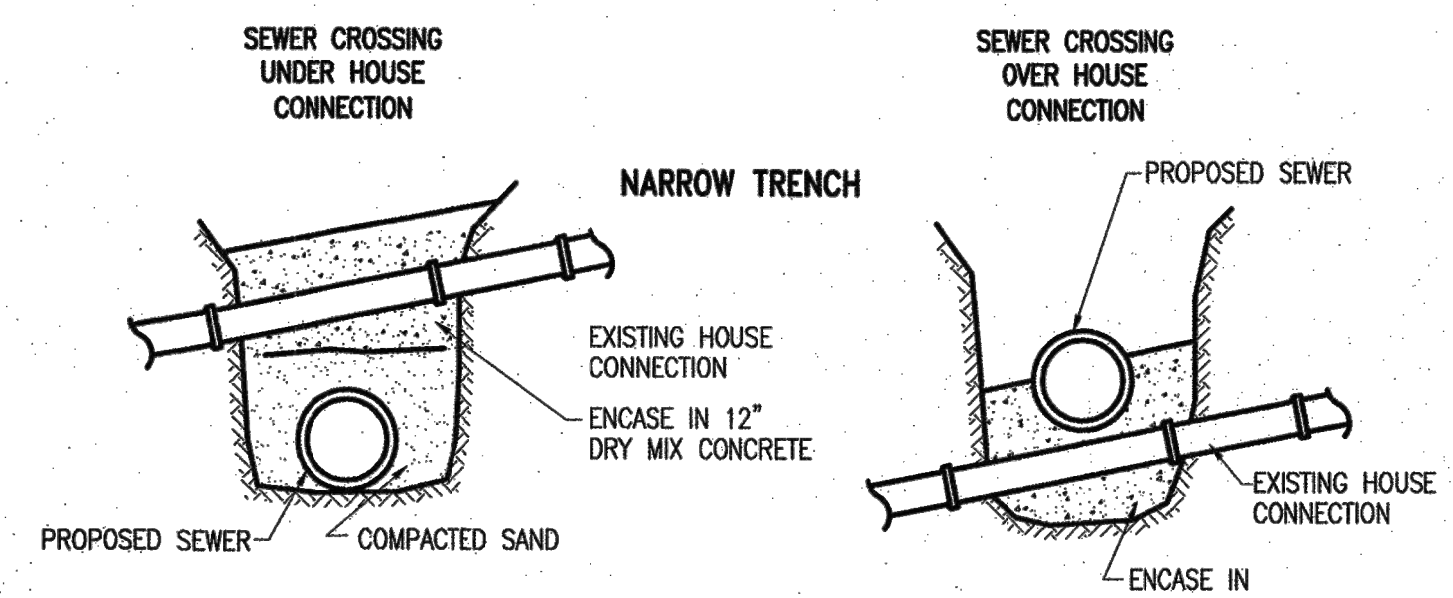
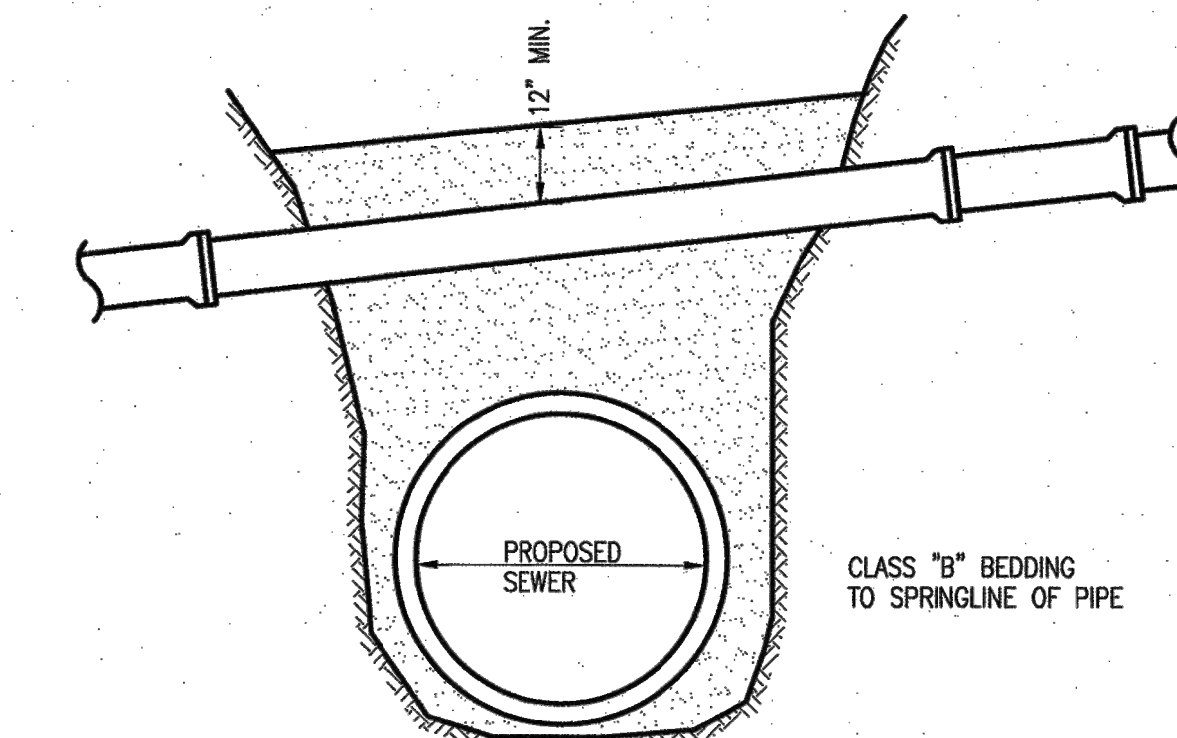
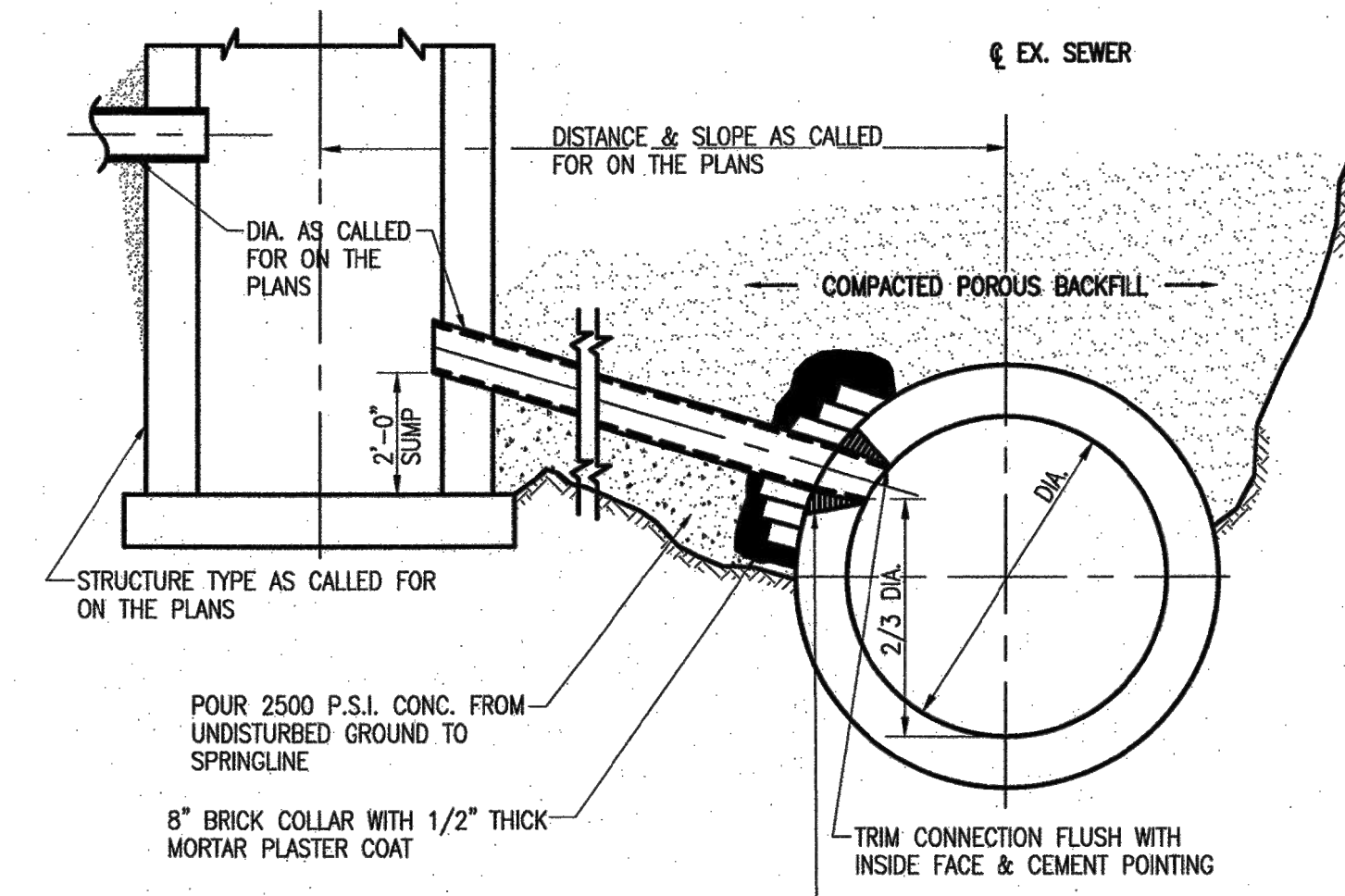
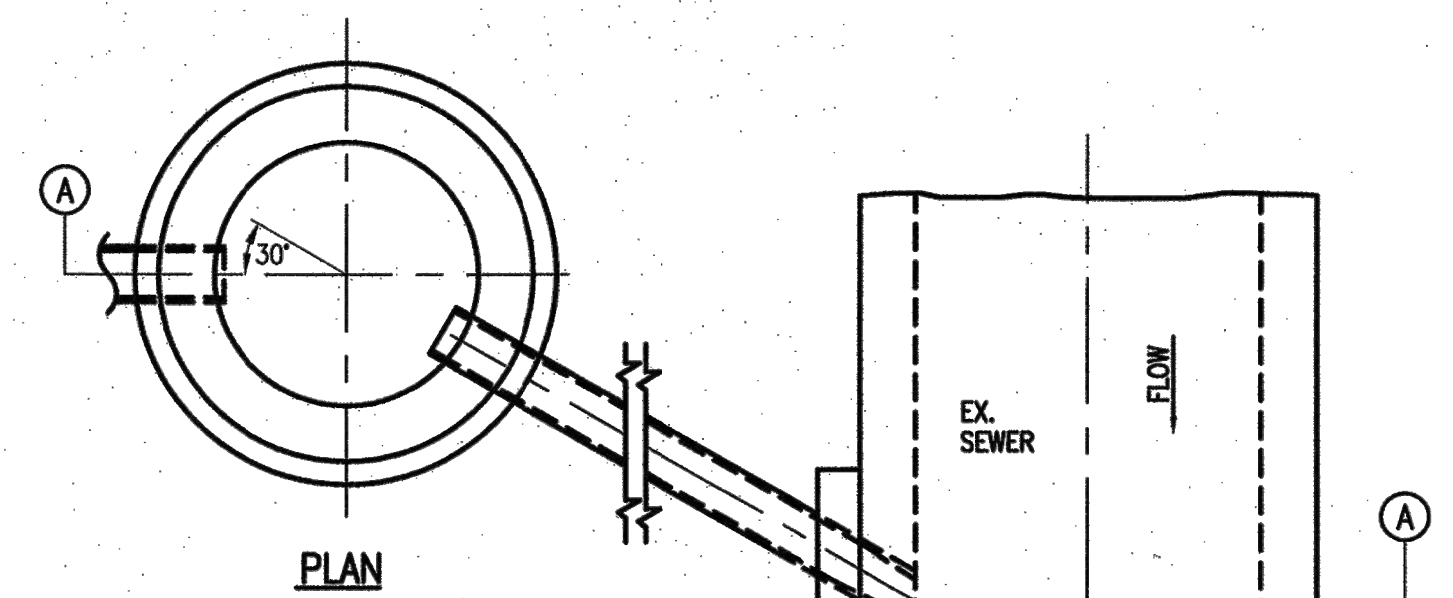
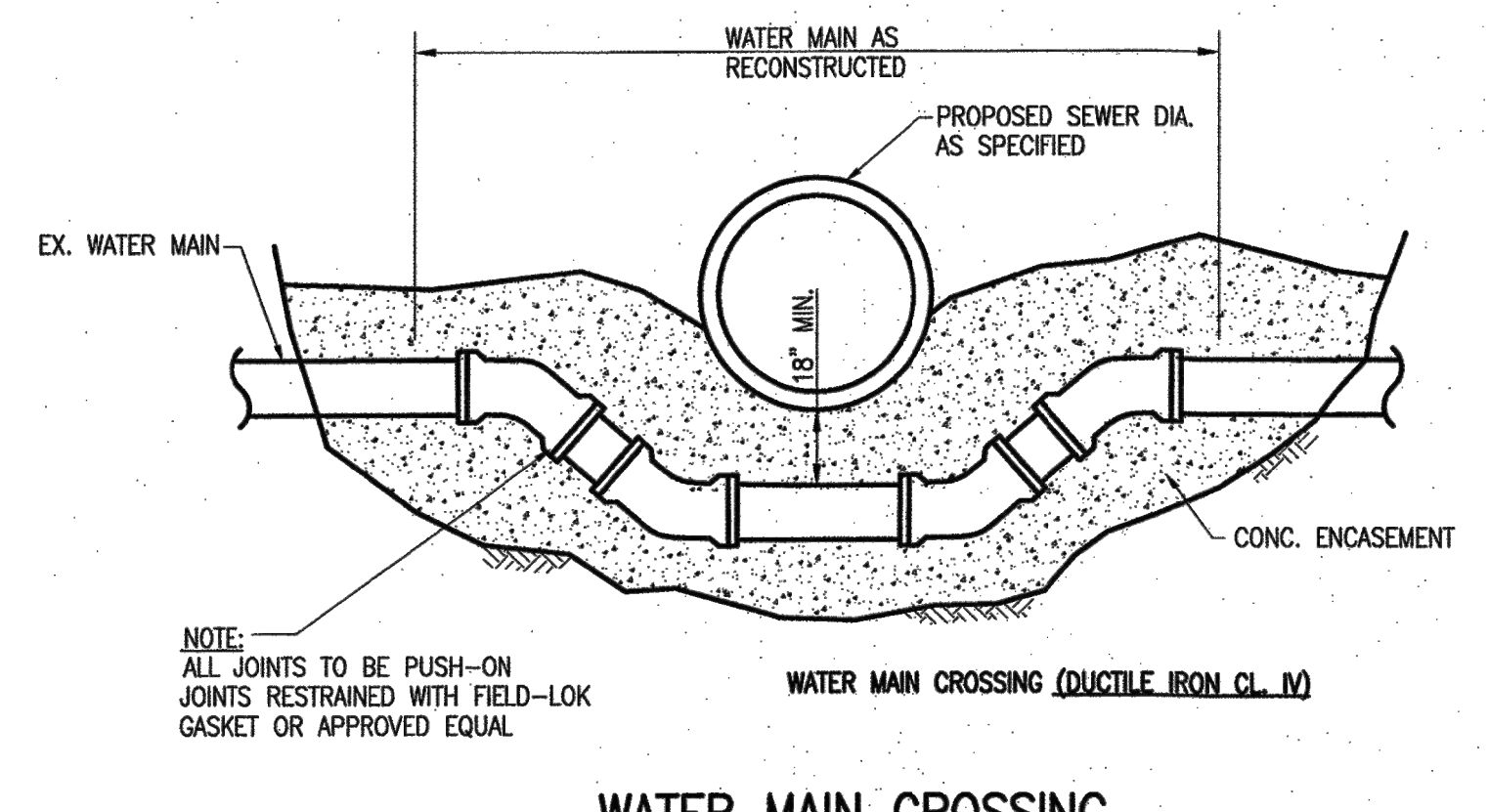
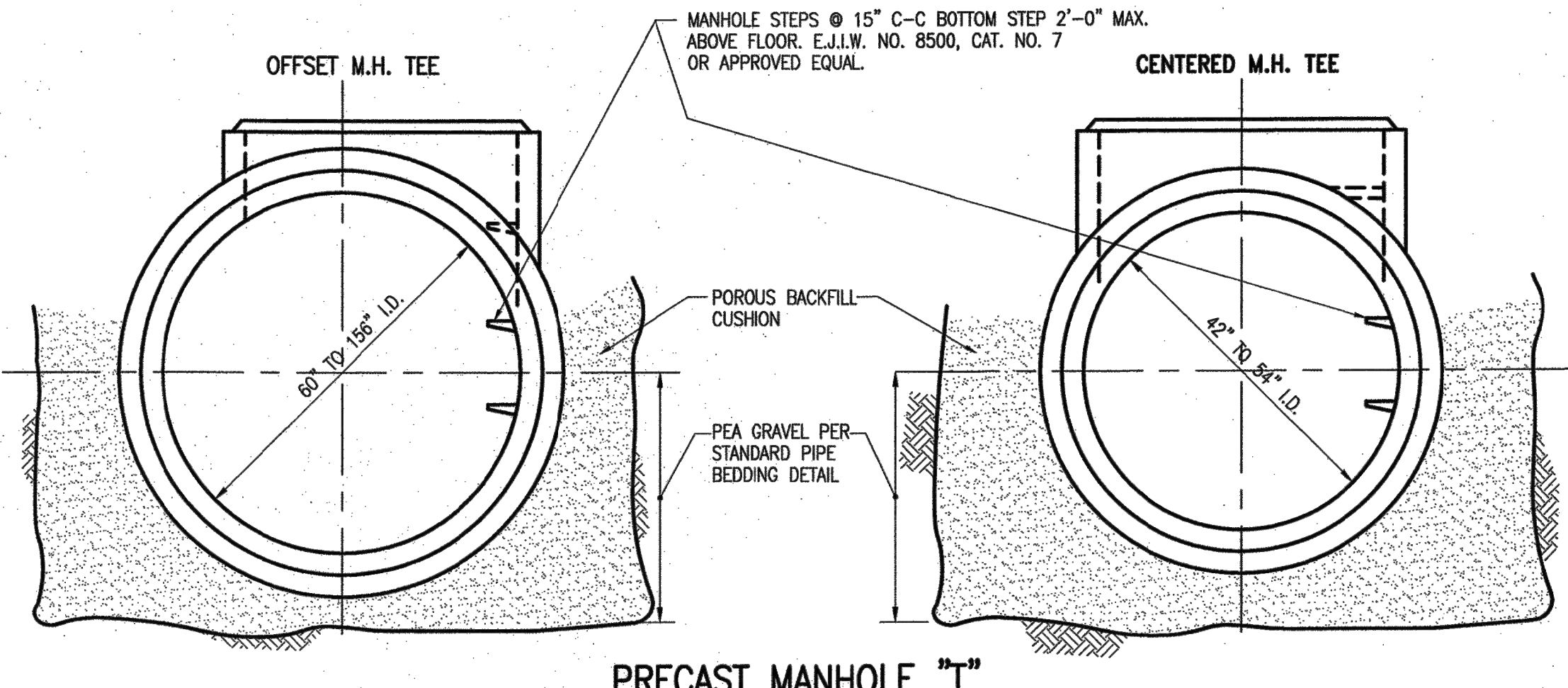
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NOTE:
1. PRECAST UNITS SHALL MEET THE REQUIREMENTS SPECIFIED BY A.S.T.M. C-478-68. ALL MANHOLE TEE SECTIONS SHALL BE REINFORCED TO A.S.T.M. C-76, CLASS IV SPECIFICATIONS

H DIMENSION									
I.D.	42"	48"	54"	60"	66"	72"	78"	84"	OVER 84"
H	13"	6 1/2"	6 1/2"	1"	1 3/4"	2 1/2"	4"	6"	7"



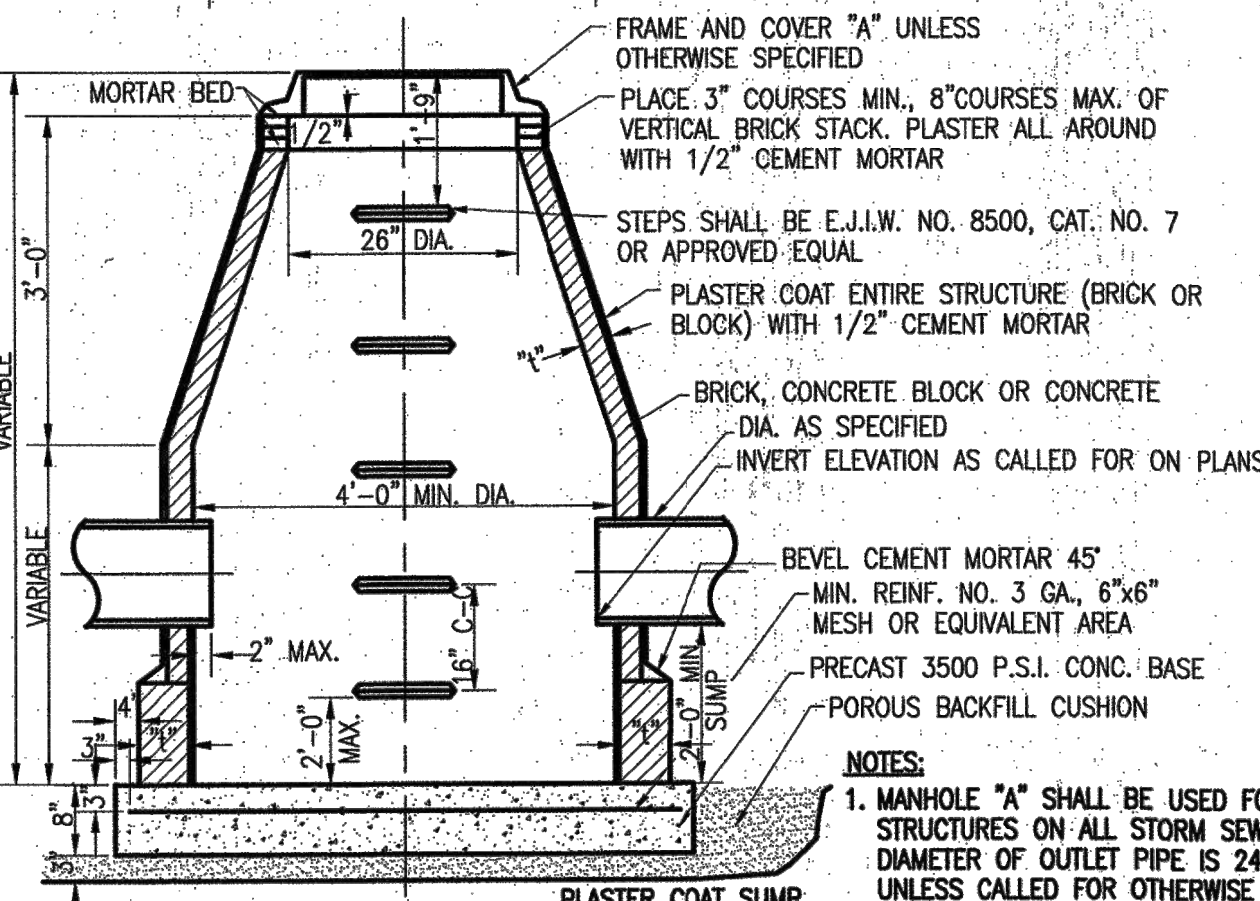
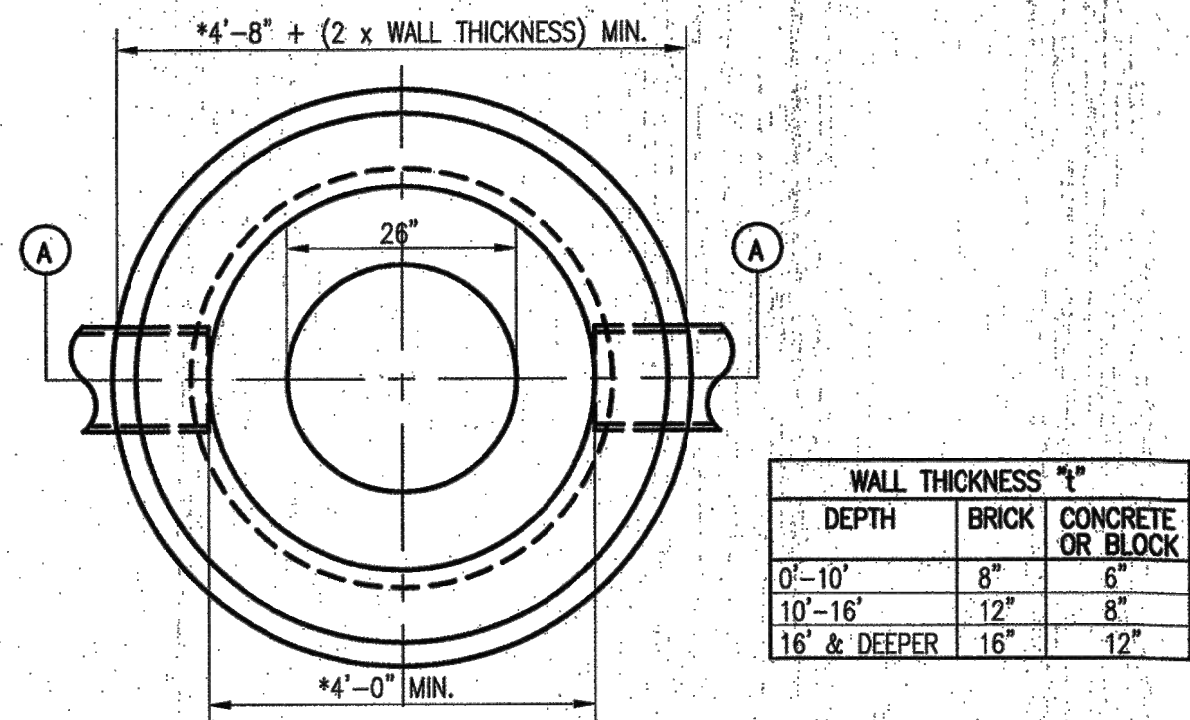
ARCHITECTS ENGINEERS PLANNERS
34000 Plymouth Rd
Livonia, MI 48150
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City of Ypsilanti
Storm Sewer Standard Details

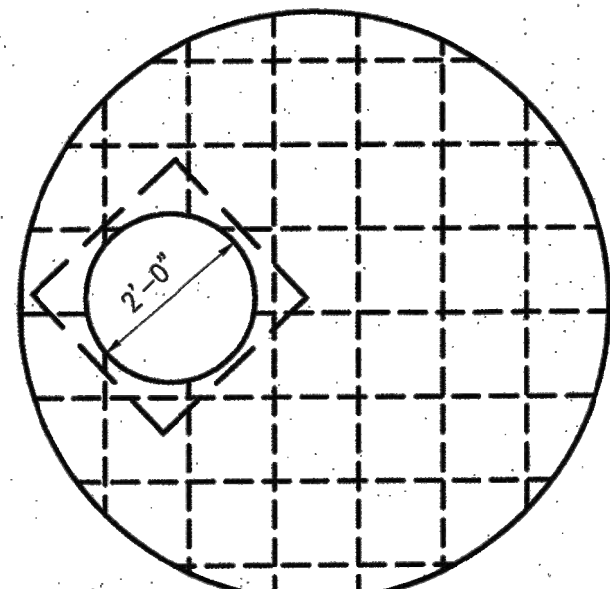
ST-1

DATE: 12/20/15
SHEET: 12/20/15
PROJ. NUMBER: 12/20/15
ENC: 12/20/15
PROJ. MGR: 12/20/15
CITY/TOWNSHIP: Ypsilanti
COUNTY: Wayne
SCALE: 1"=4'-0"
HORIZ. DATUM: VERT. DATUM

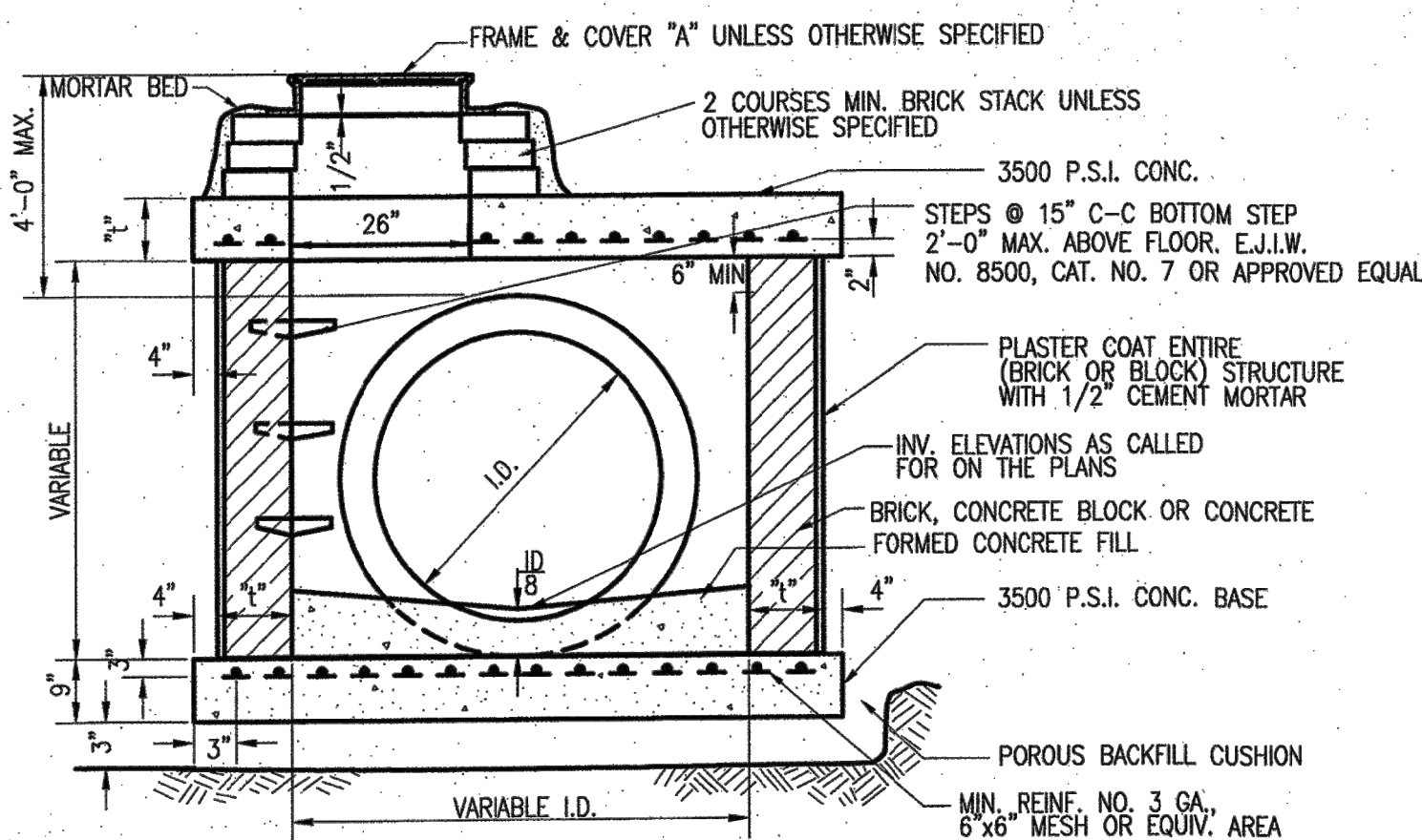
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SECTION A-A
MANHOLE "A"



TOP SLAB

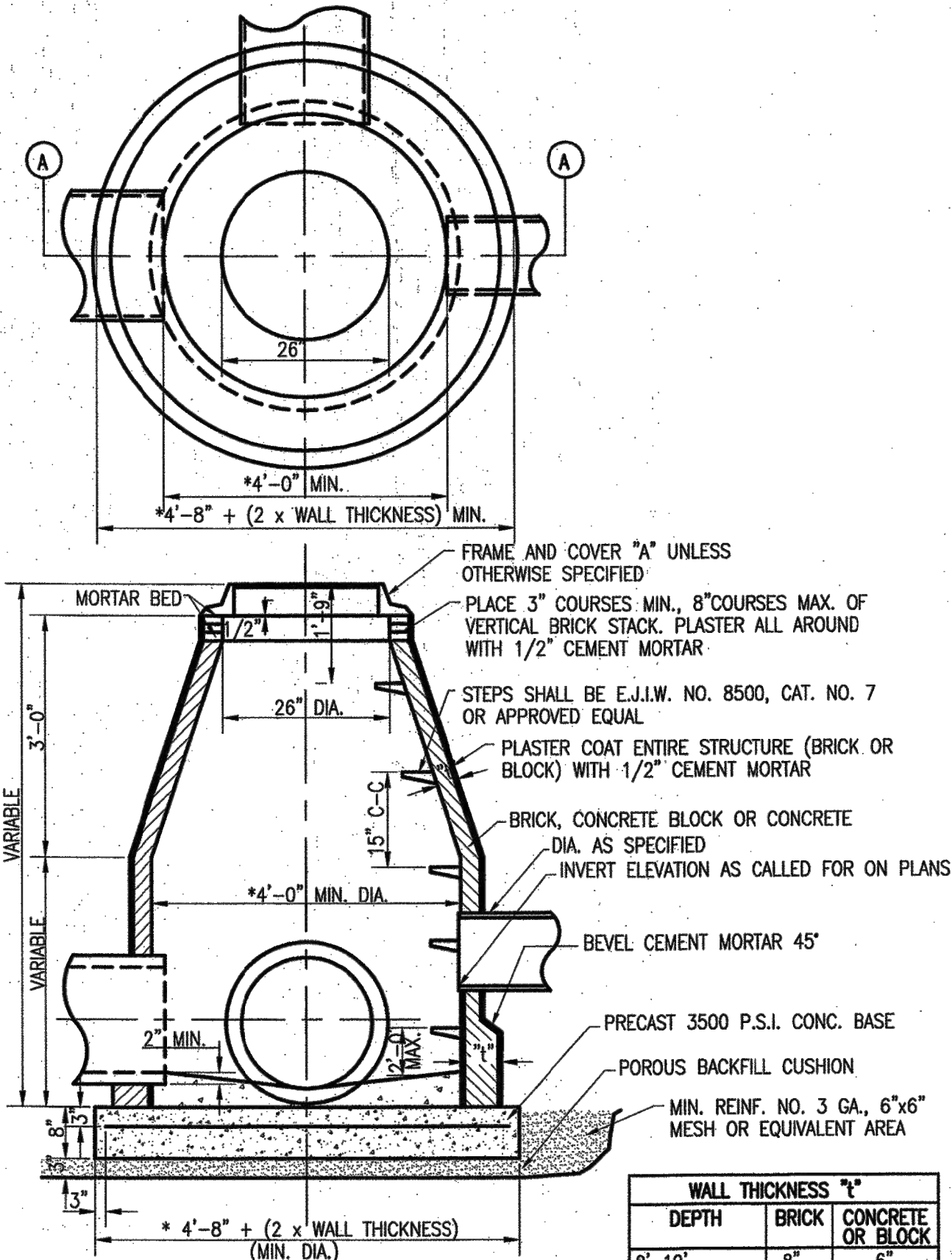


TYPICAL SECTION
MANHOLE "D"

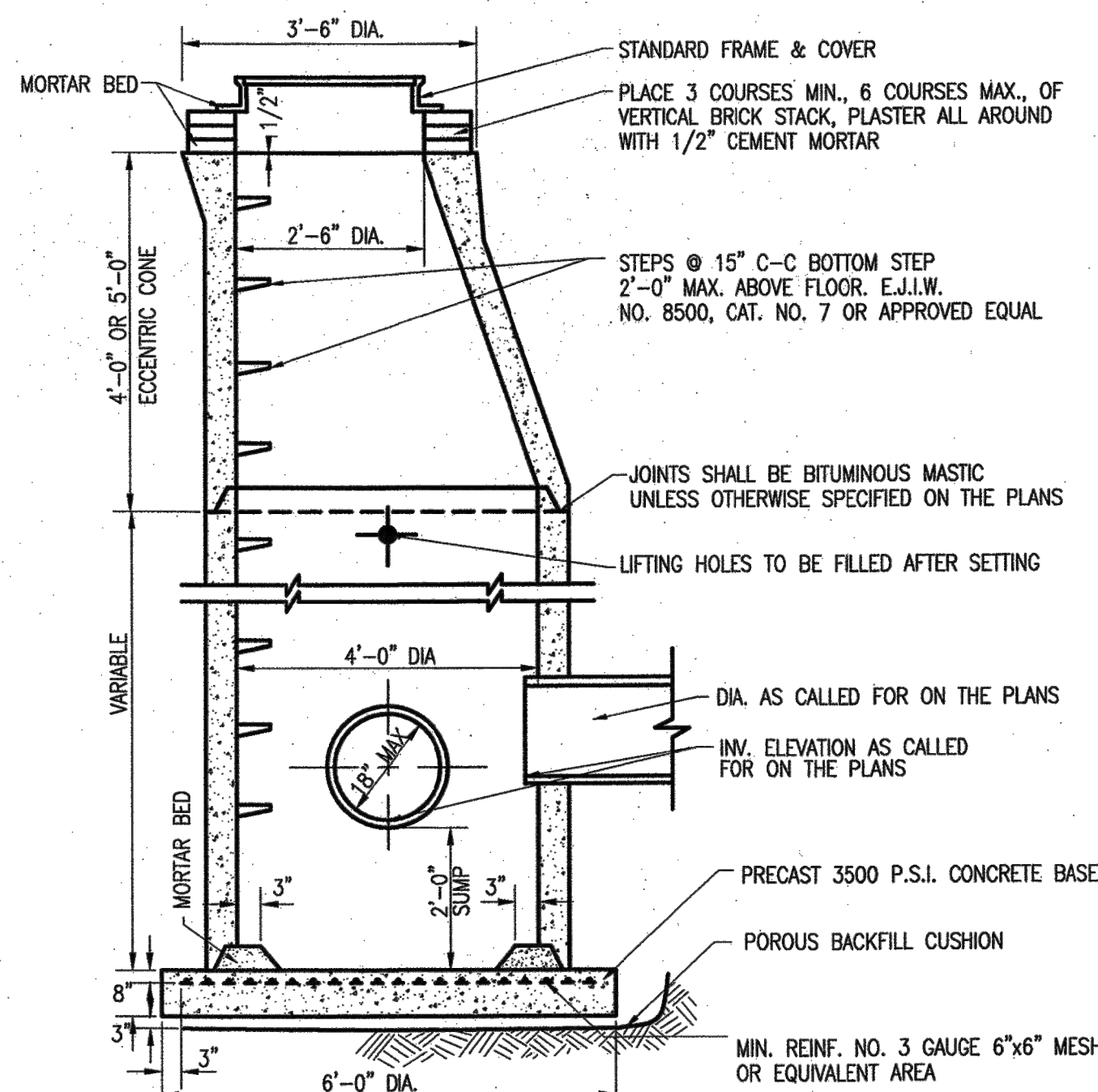
OUTLET I.D.	M.H. D	TOP SLAB TYP	WALLS TYP	REINFORCING STEEL (SLAB)
24" OR LESS	4'-0"	9"	8"	3/4" @ 9" EACH WAY
30"	4'-0"	9"	8"	3/4" @ 9" EACH WAY
36"	4'-0"	9"	12"	3/4" @ 9" EACH WAY
42"	4'-0"	10"	12"	3/4" @ 9" EACH WAY
48"	4'-0"	11"	12"	7/8" @ 9" EACH WAY

M.H. D	TOP SLAB TYP	WALLS TYP	REINFORCING STEEL (SLAB)
7'-0"	12"	12"	7/8" @ 9" EACH WAY
8'-0"	12"	12"	1" @ 9" EACH WAY

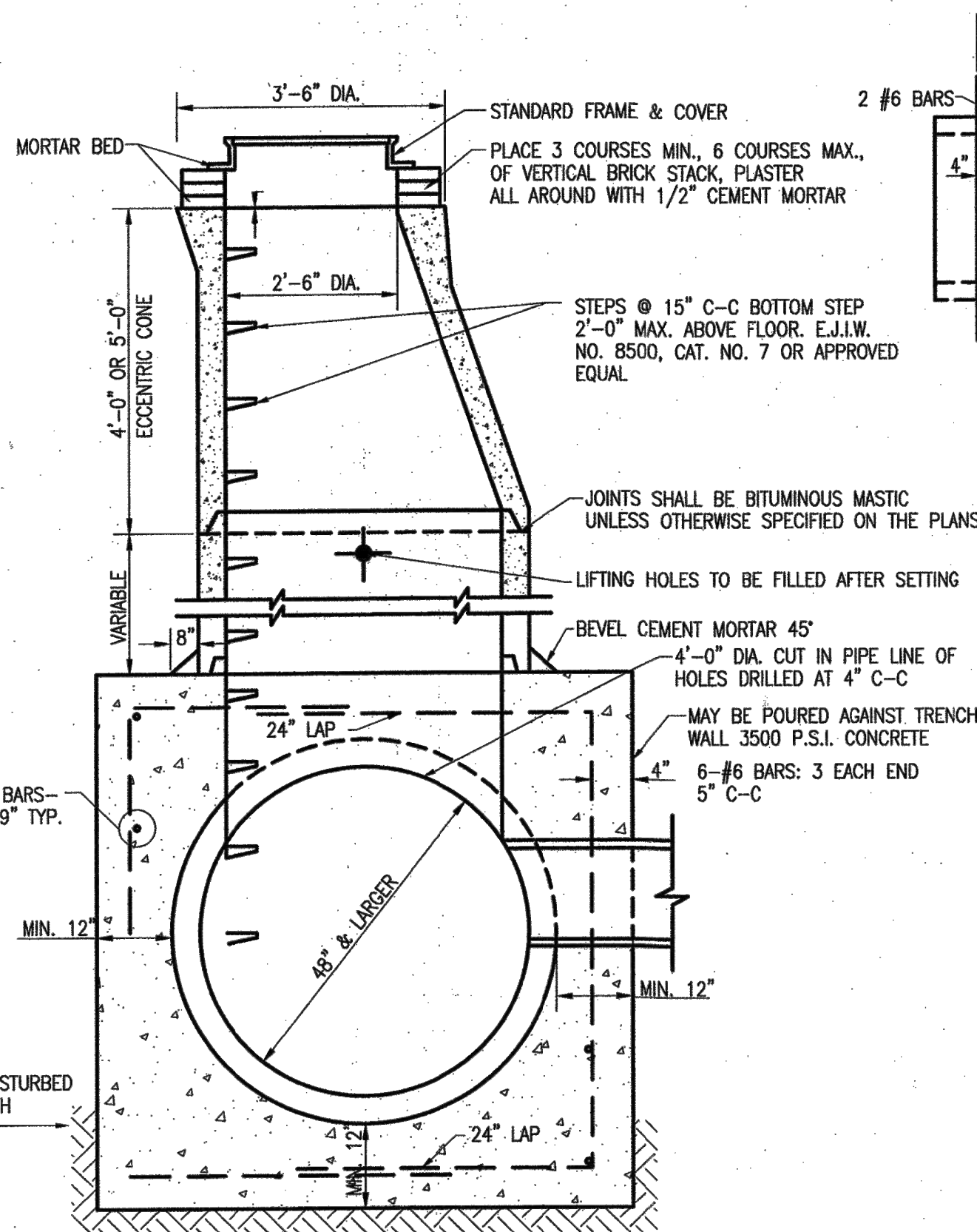
- NOTES:
- DIA. SHALL BE INCREASED AS SHOWN ON PLANS OR IN THE PROPOSAL DEPENDING ON THE ANGLE OF THE SEWERS.
 - M.H. "D" SHALL BE USED WHERE THE DEPTH OF COVER FROM THE TOP OF CASTING TO THE TOP OF SEWER IS LESS THAN 4'-0". M.H. "D" SHALL BE CONSTRUCTED WITH A 2" SUMP WHERE DIAMETER OF OUTLET SEWER IS 24" OR LESS.



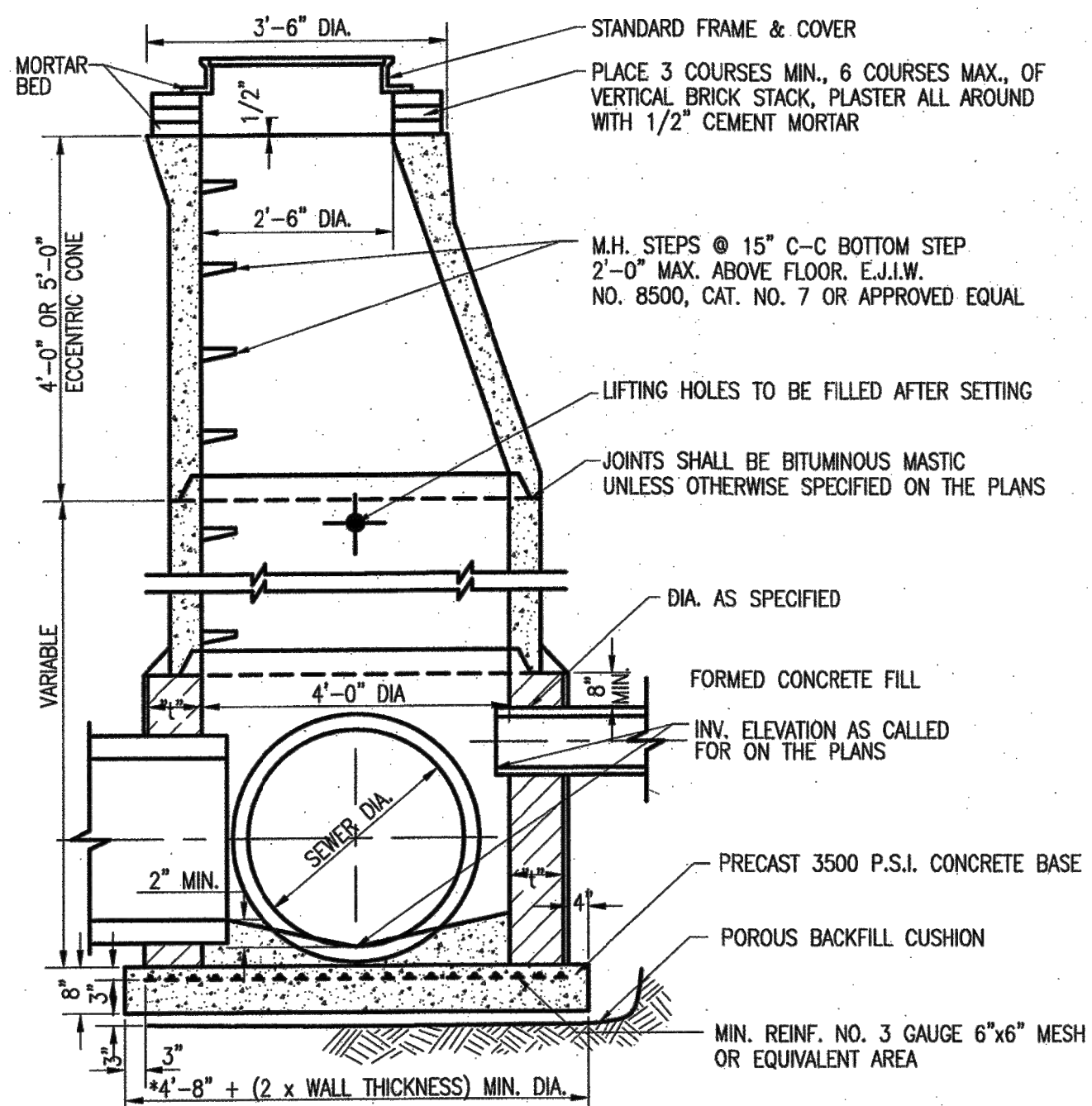
SECTION A-A
MANHOLE "B"



TYPICAL SECTION
PRECAST MANHOLE "E"

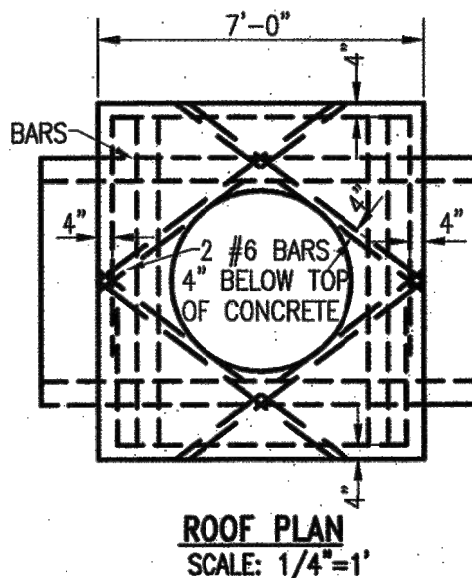


TYPICAL SECTION
PRECAST MANHOLE "C"



TYPICAL SECTION
PRECAST MANHOLE "F"

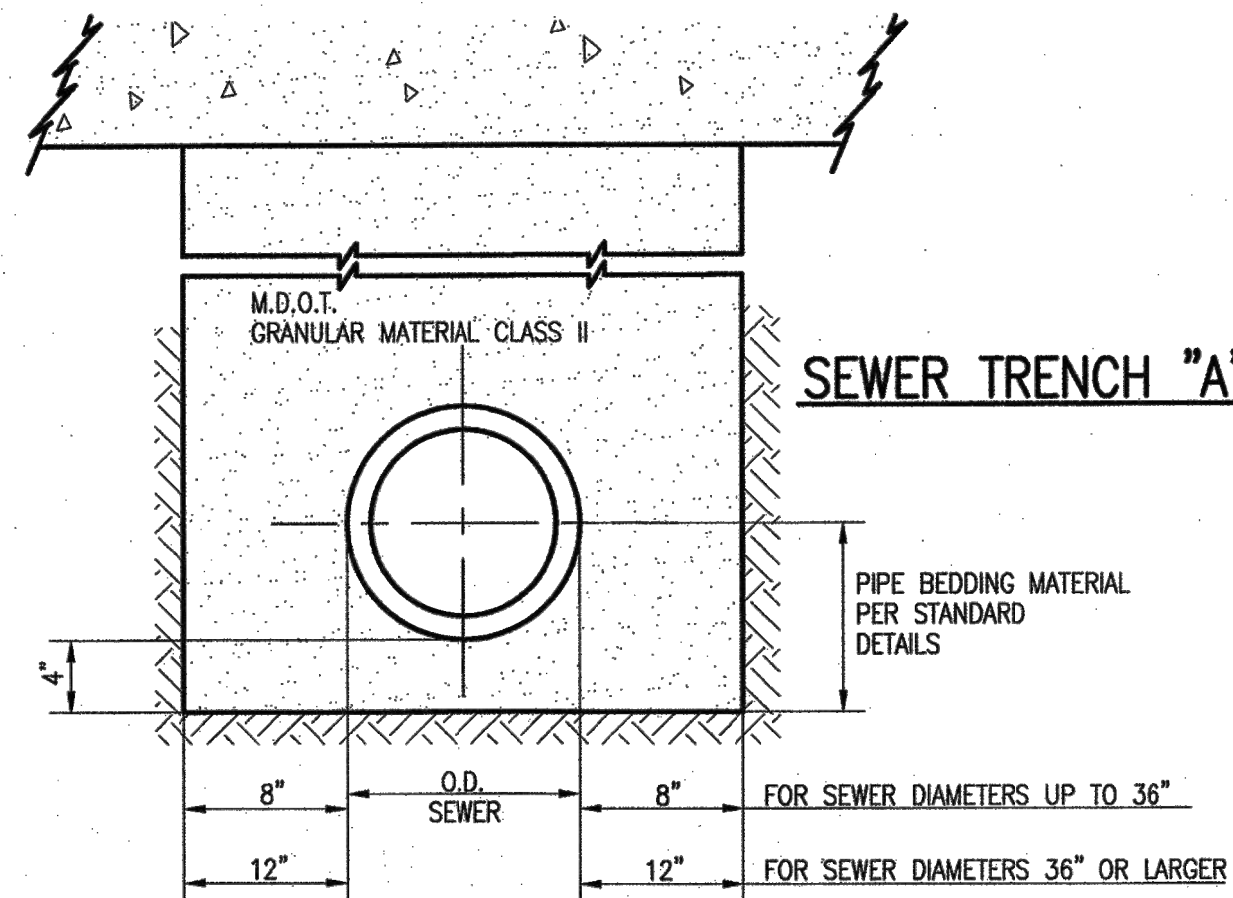
DEPTH	BRICK	CONCRETE OR BLOCK
0'-10"	8"	8"
10'-16"	12"	8"
16' & DEEPER	16"	12"



ROOF PLAN
SCALE: 1/4"=1'

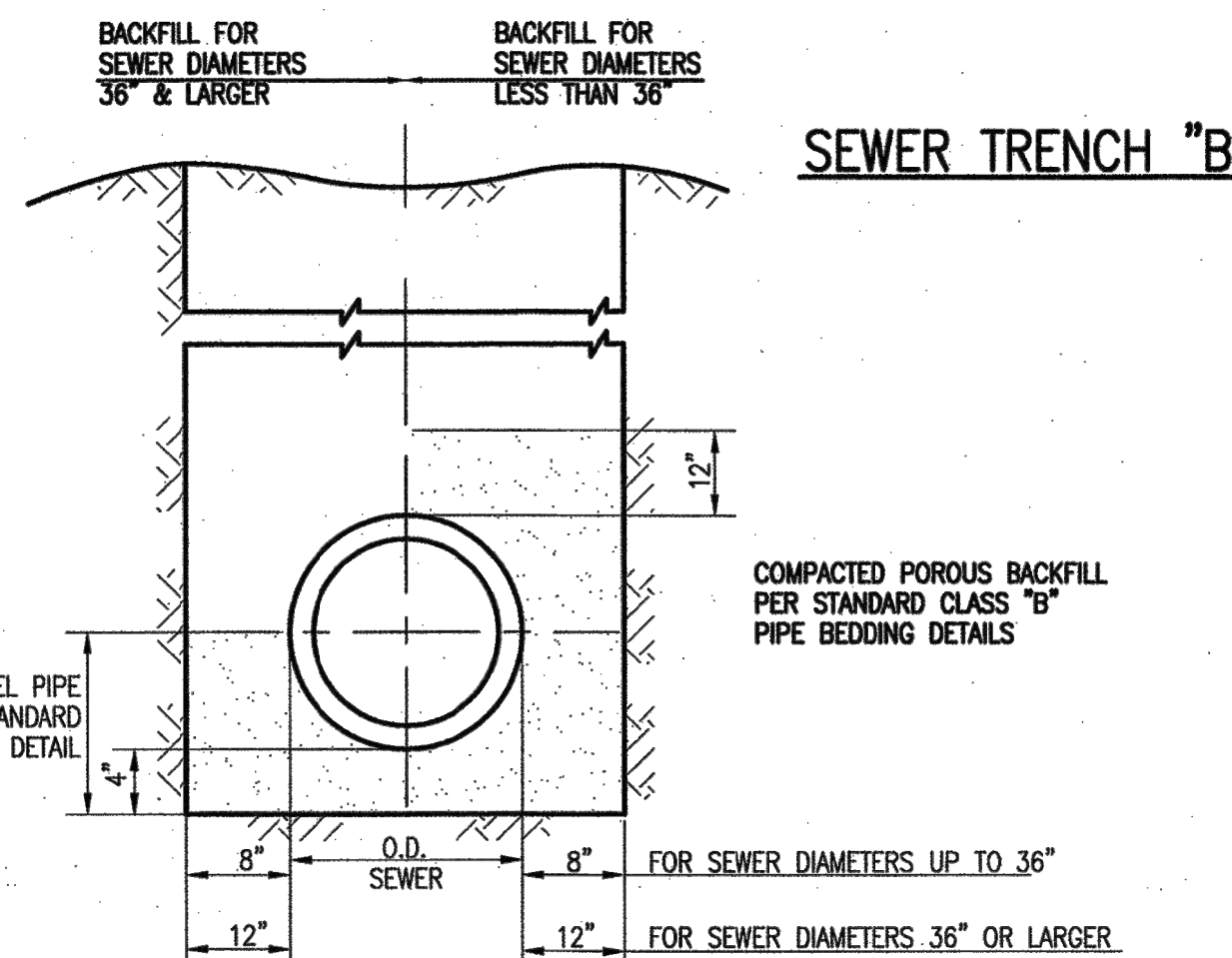
GENERAL NOTES FOR
STORM SEWER MANHOLES

- 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"



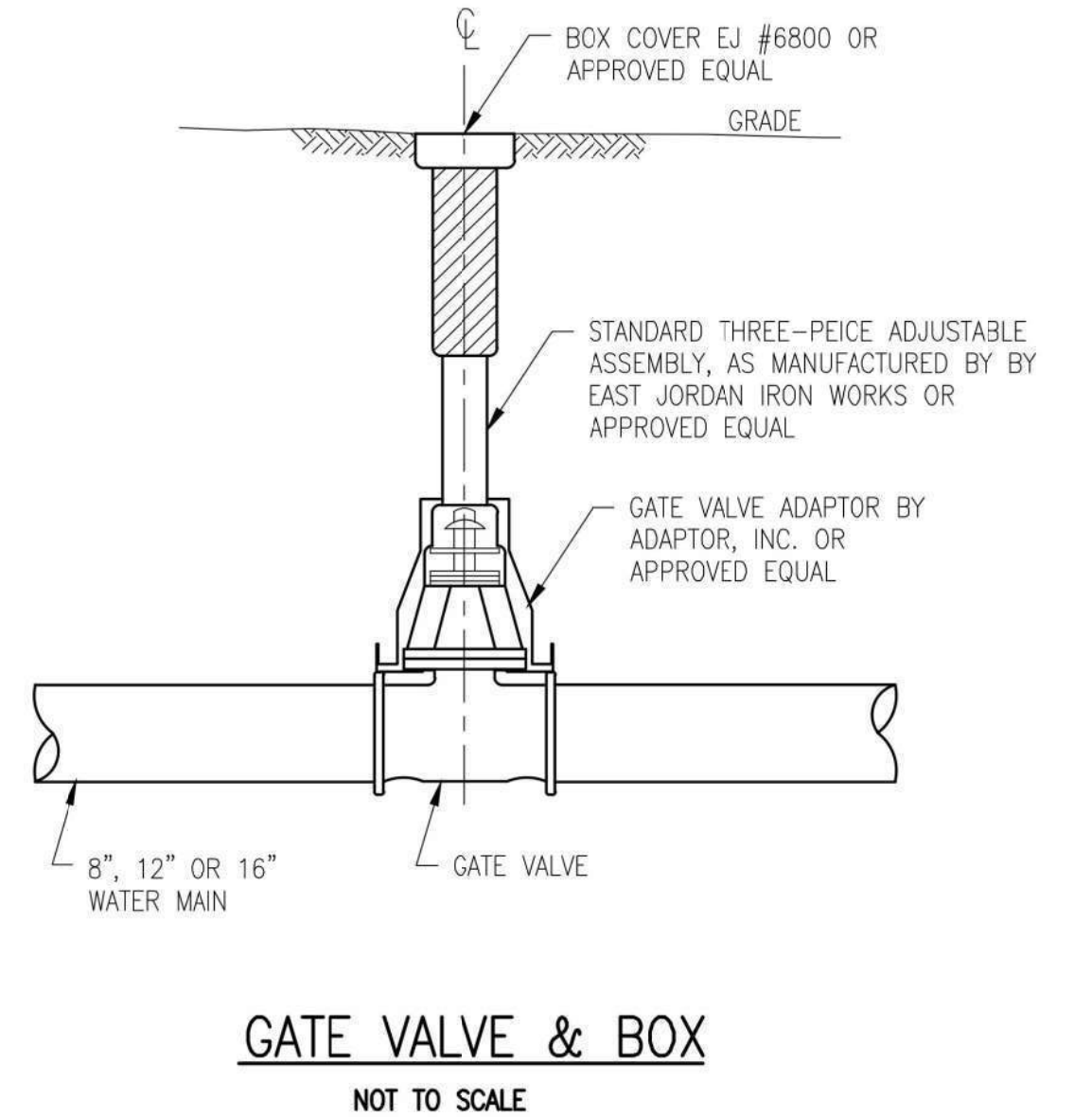
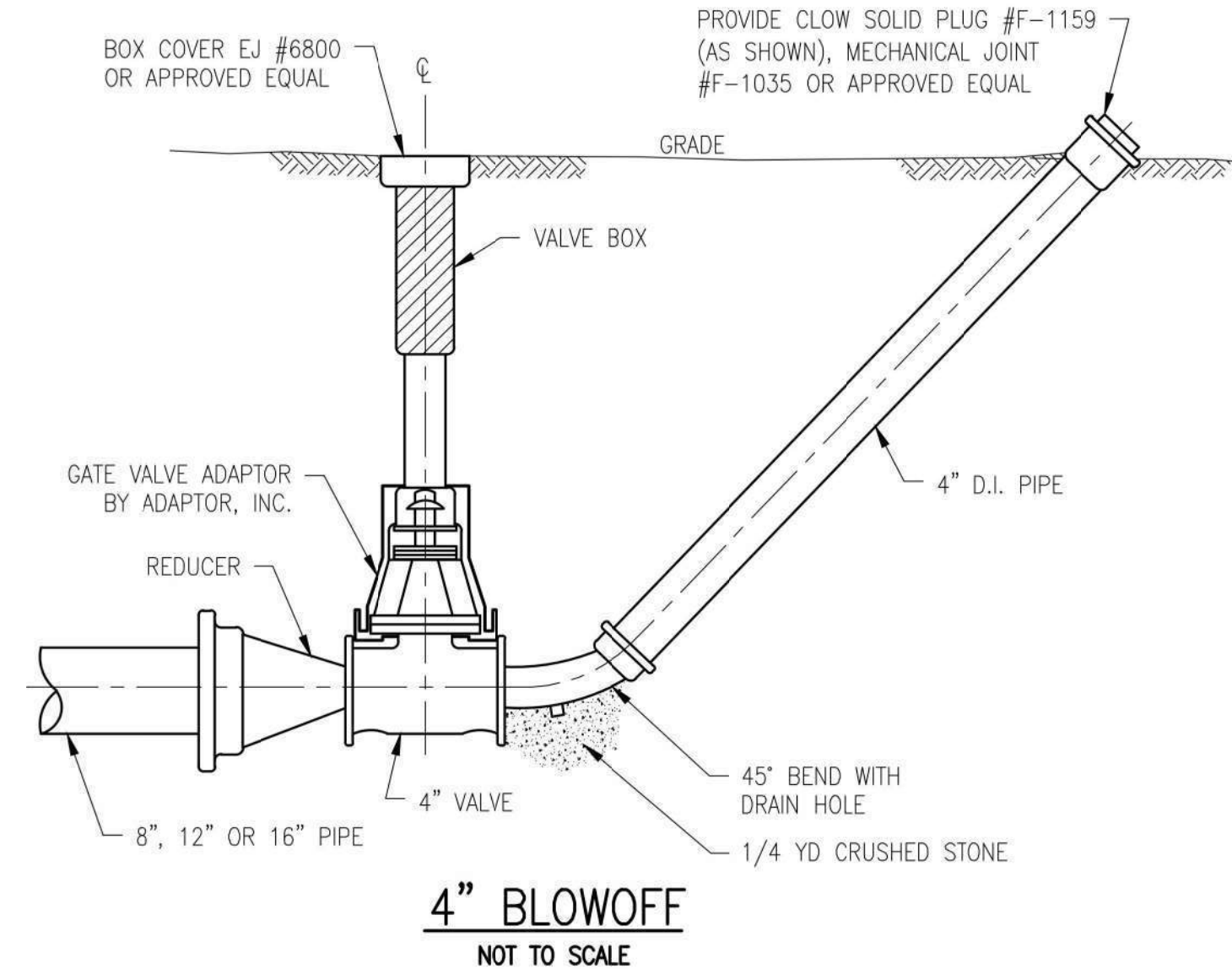
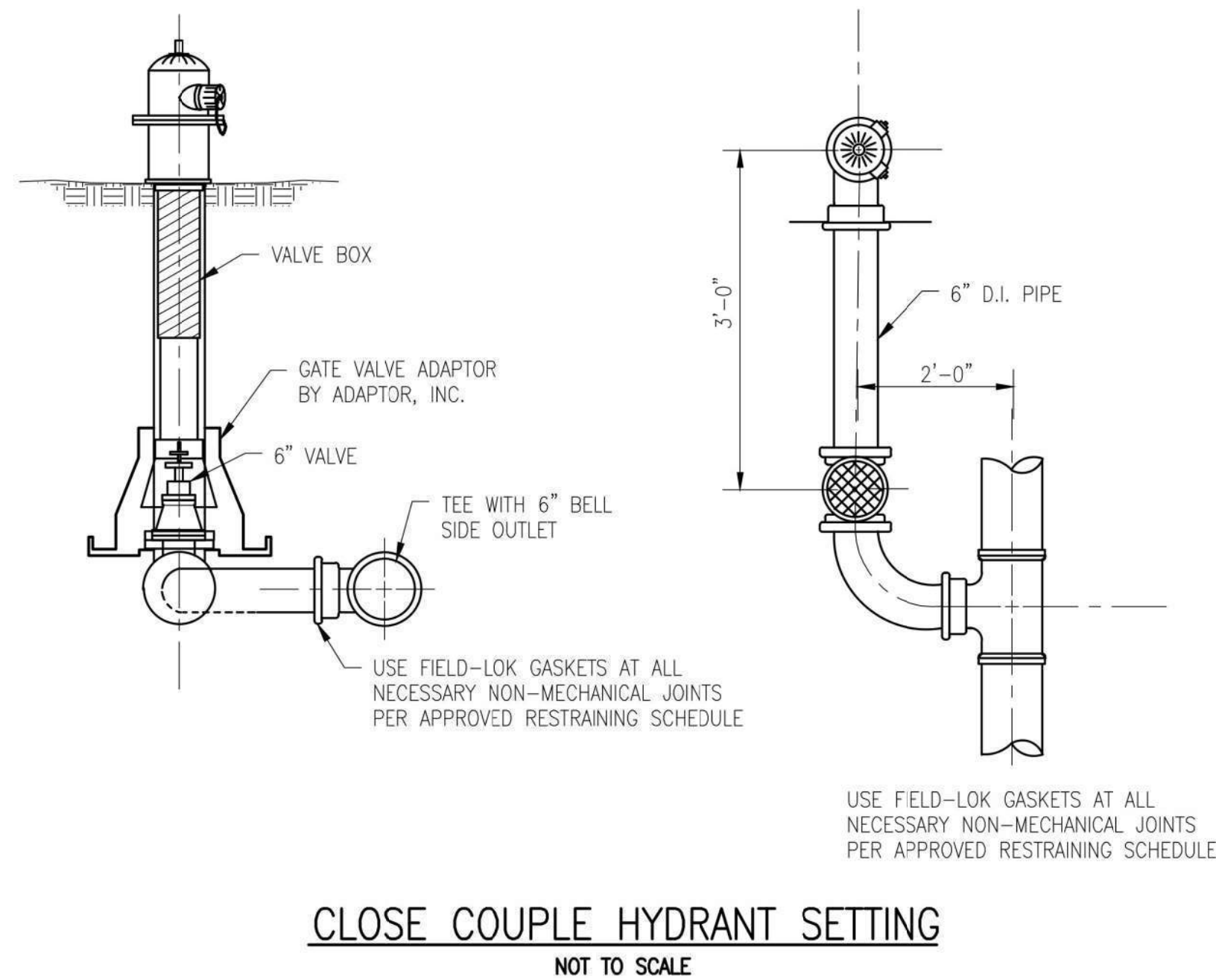
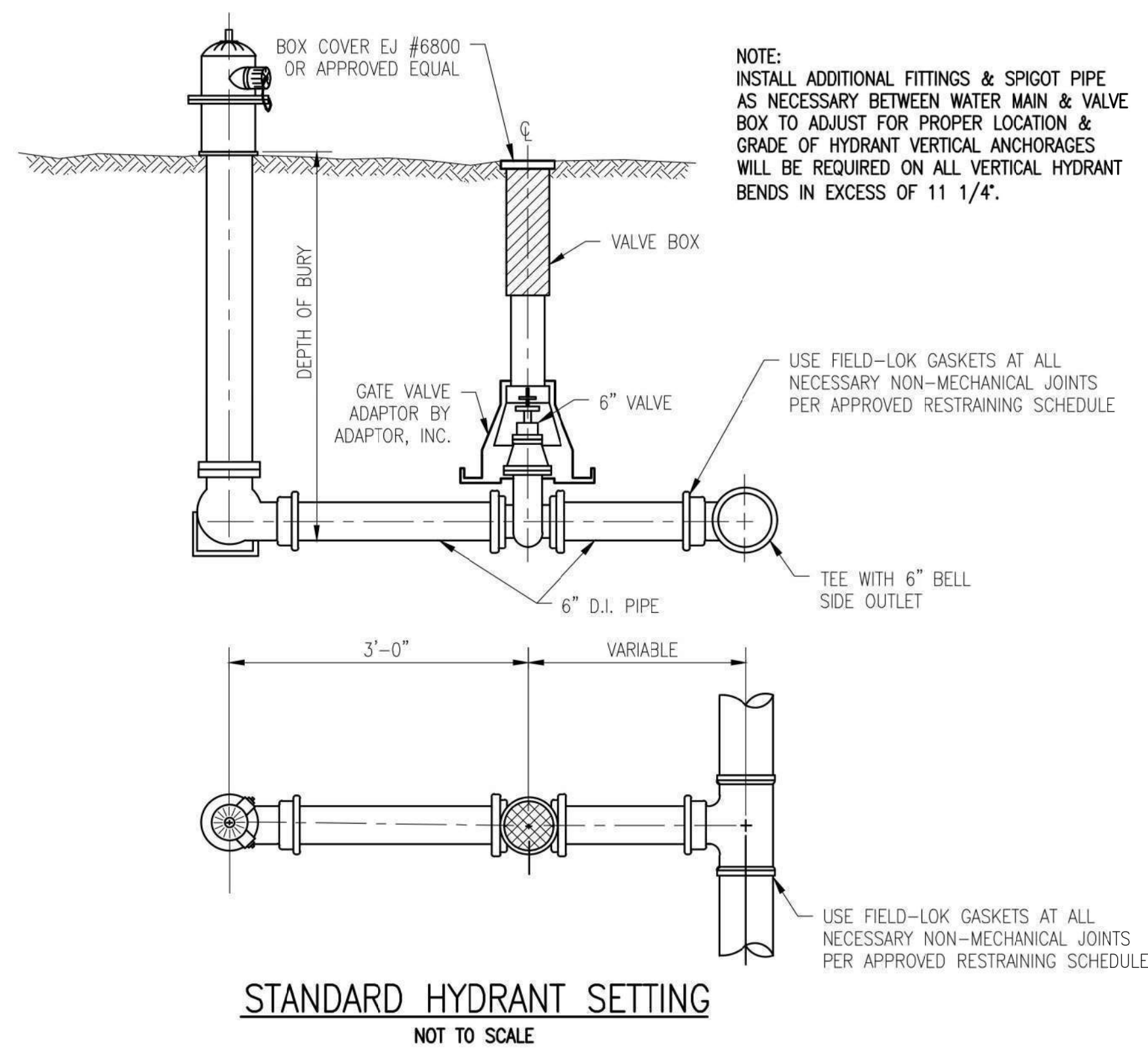
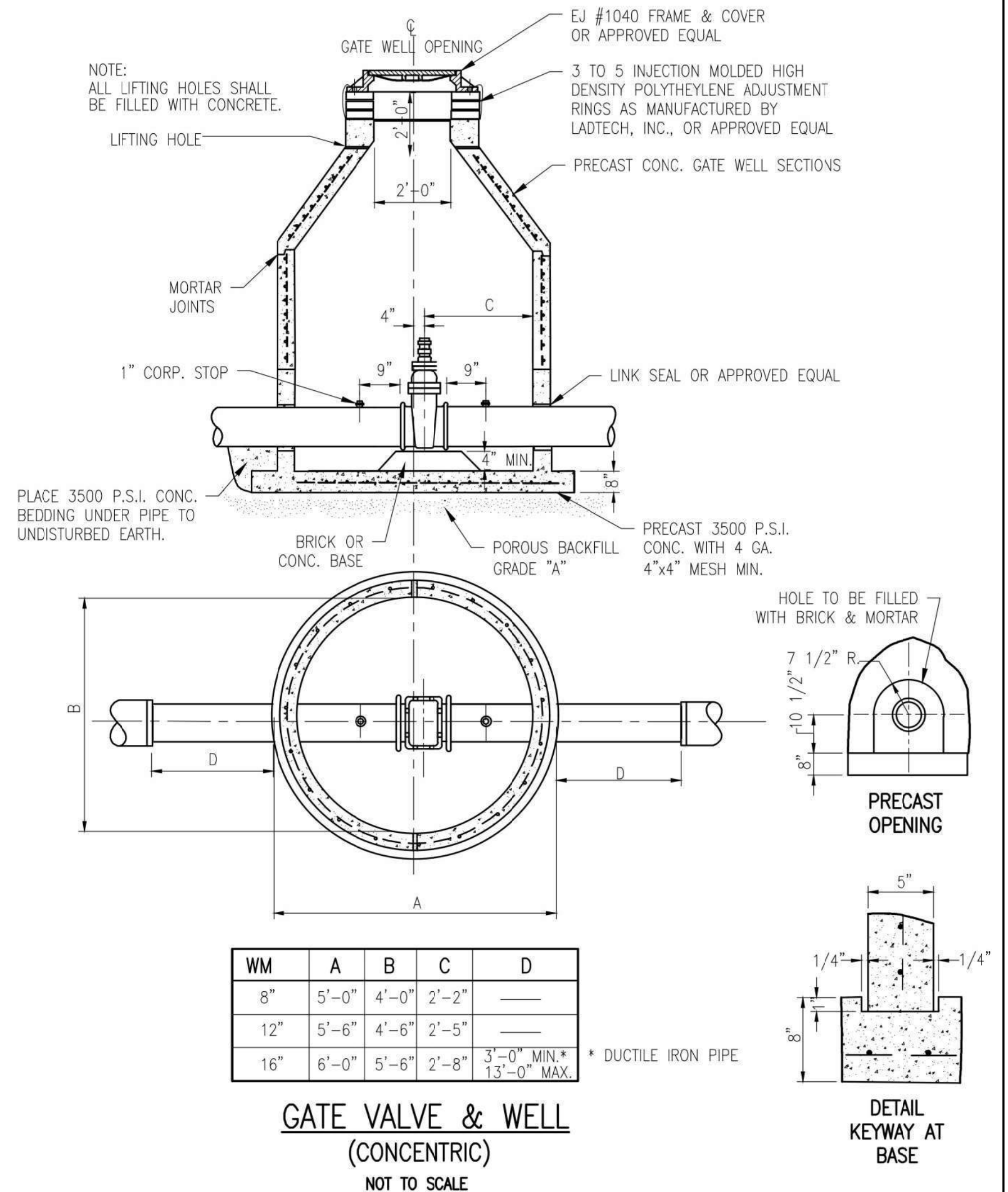
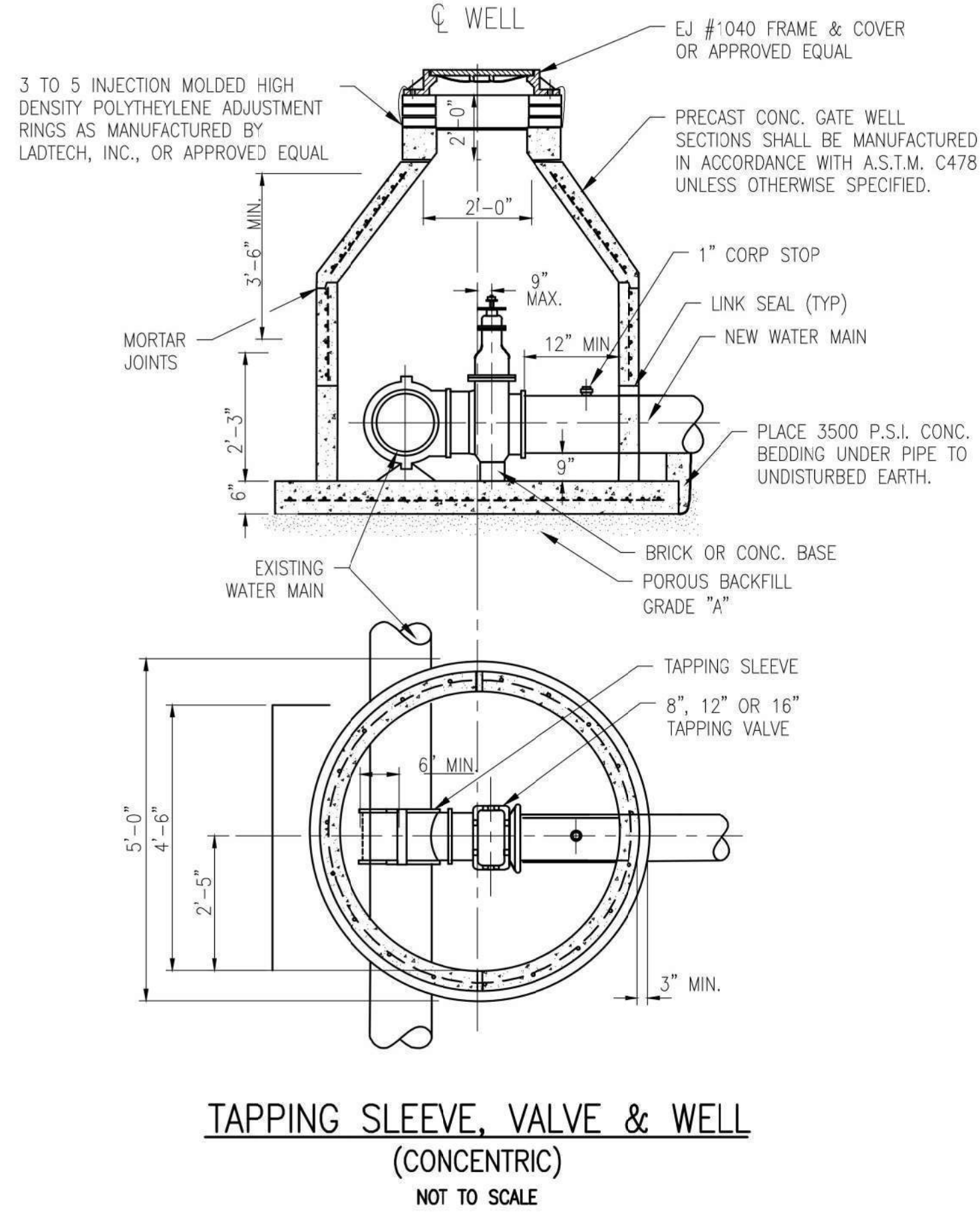
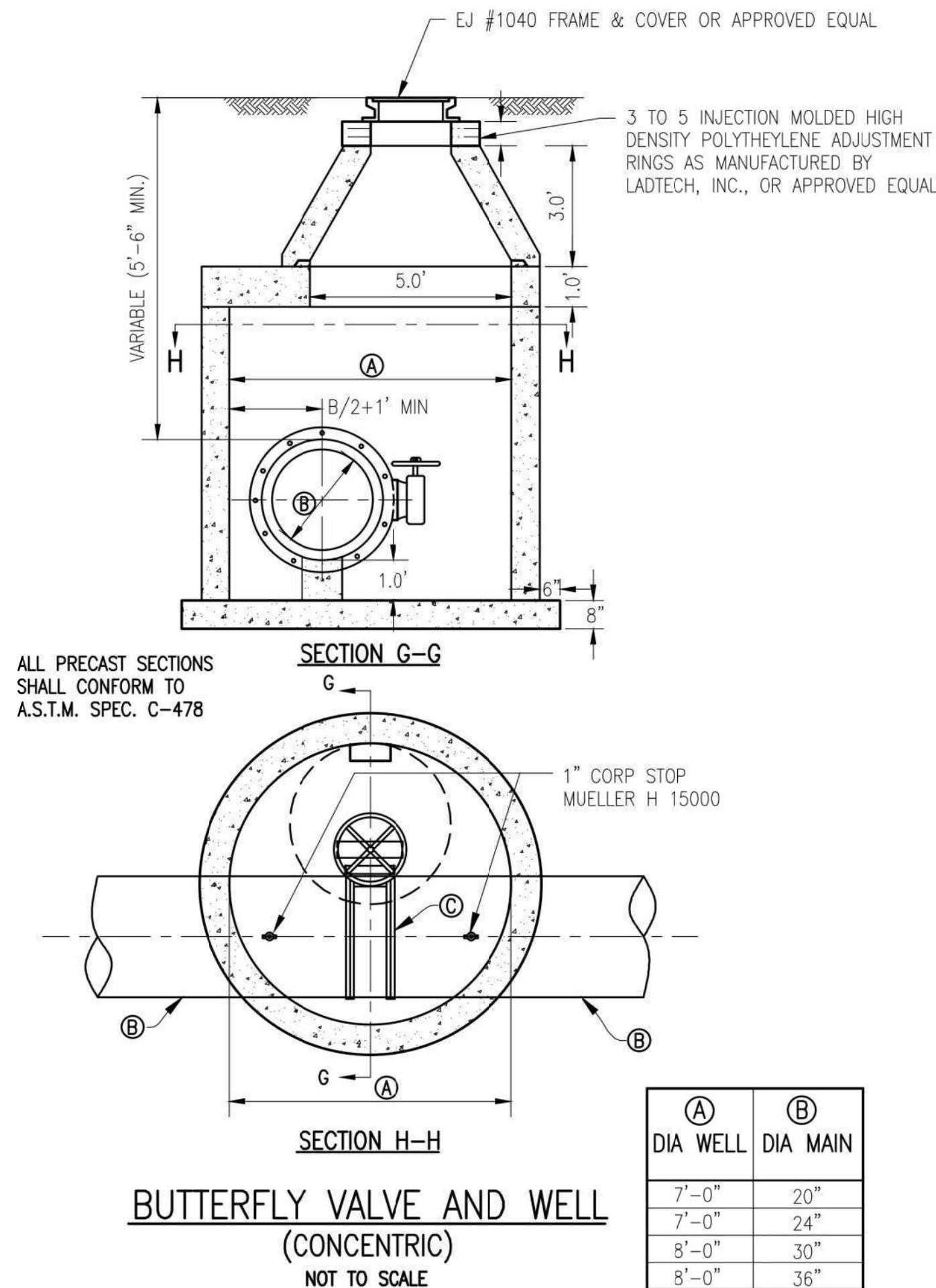
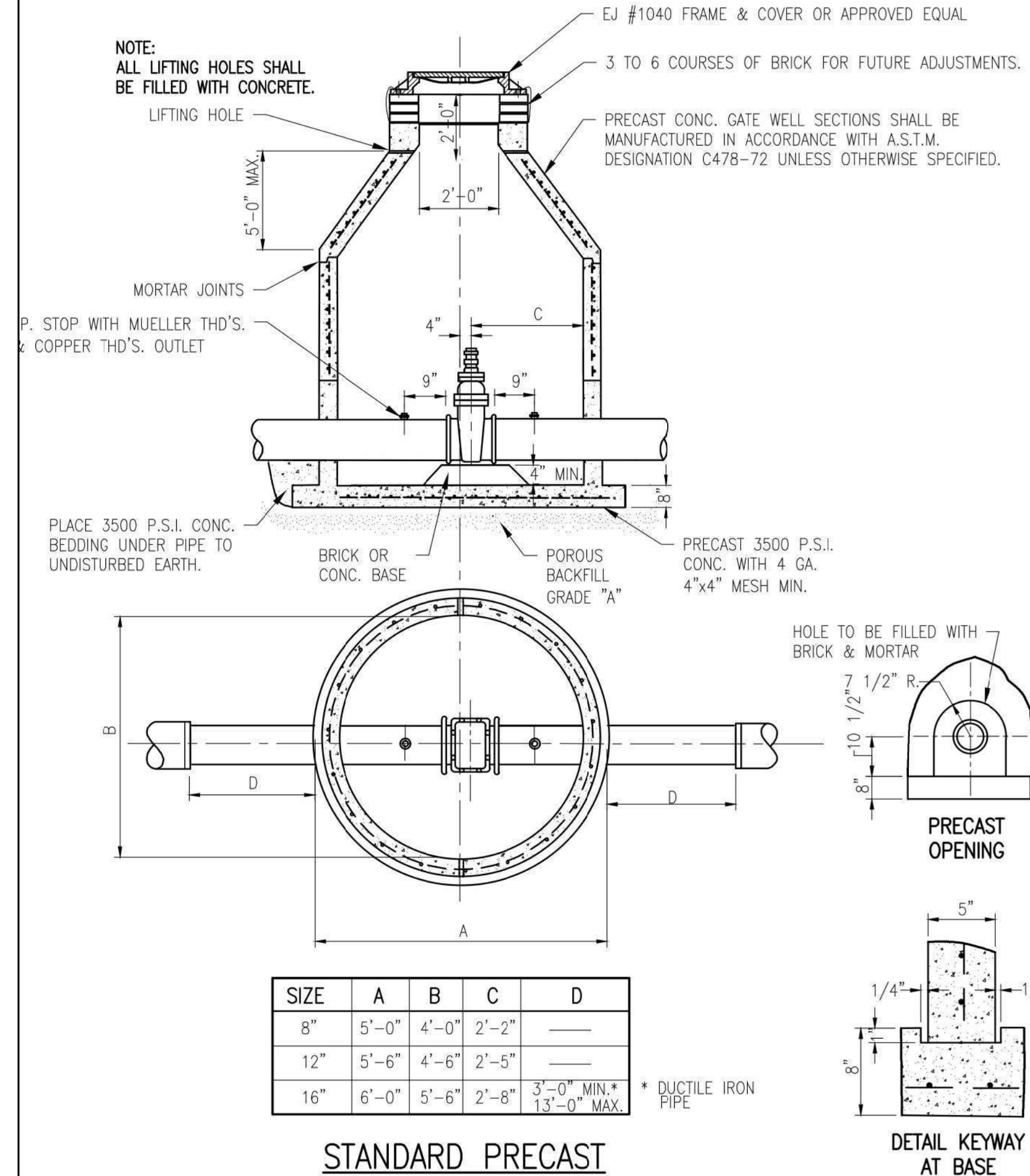
Know what's below.
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City of Ypsilanti

Storm Sewer Standard Details

ST-2

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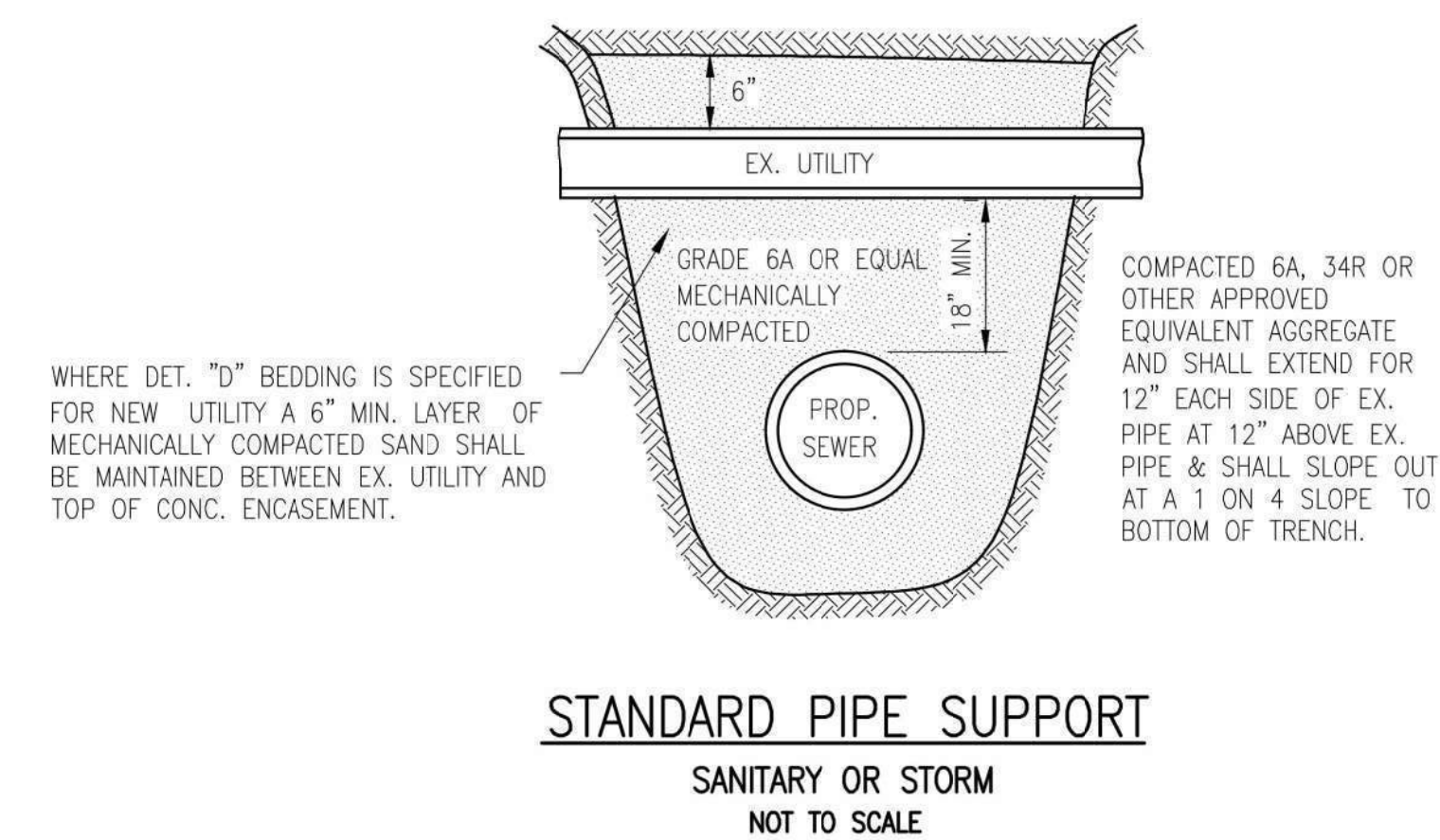
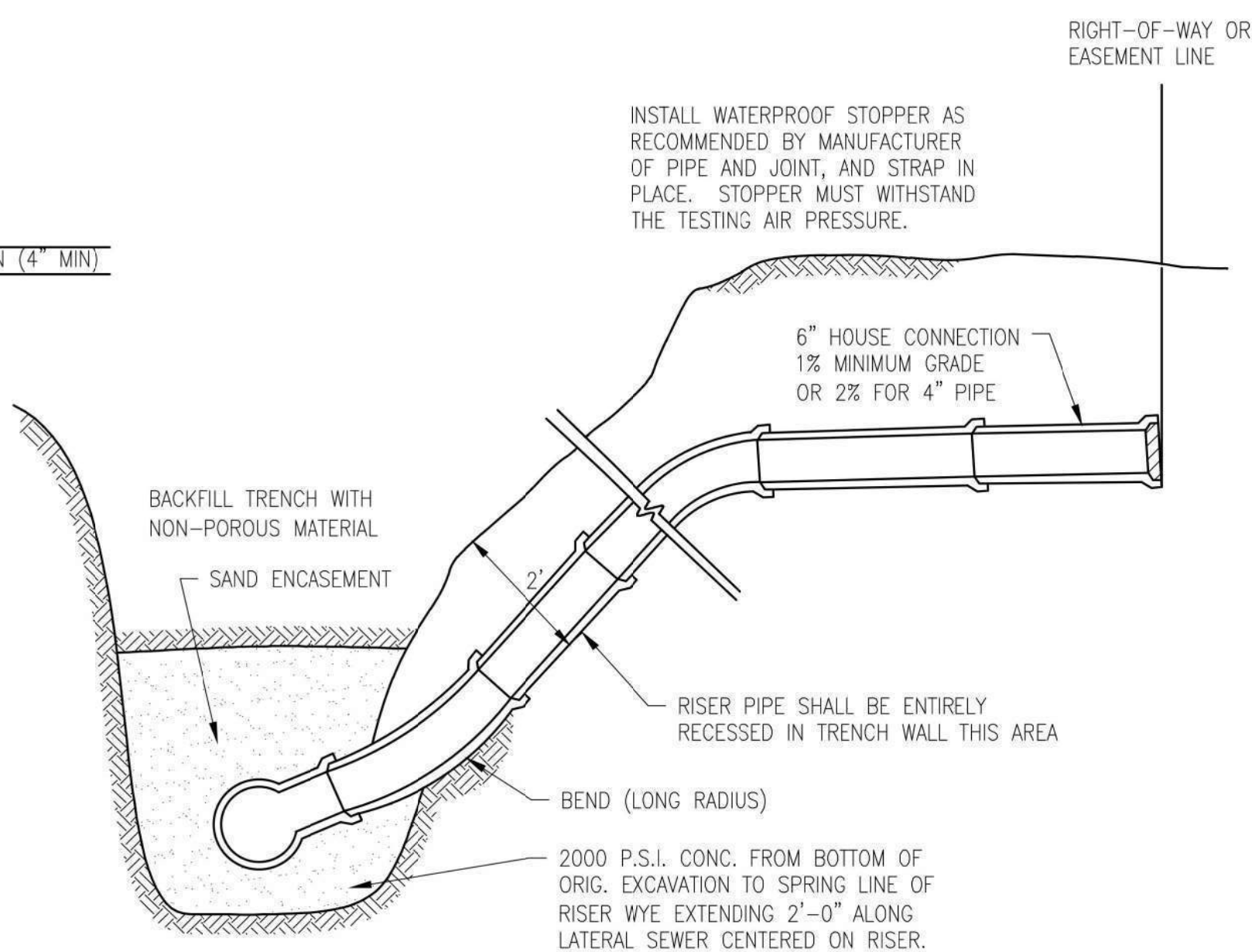
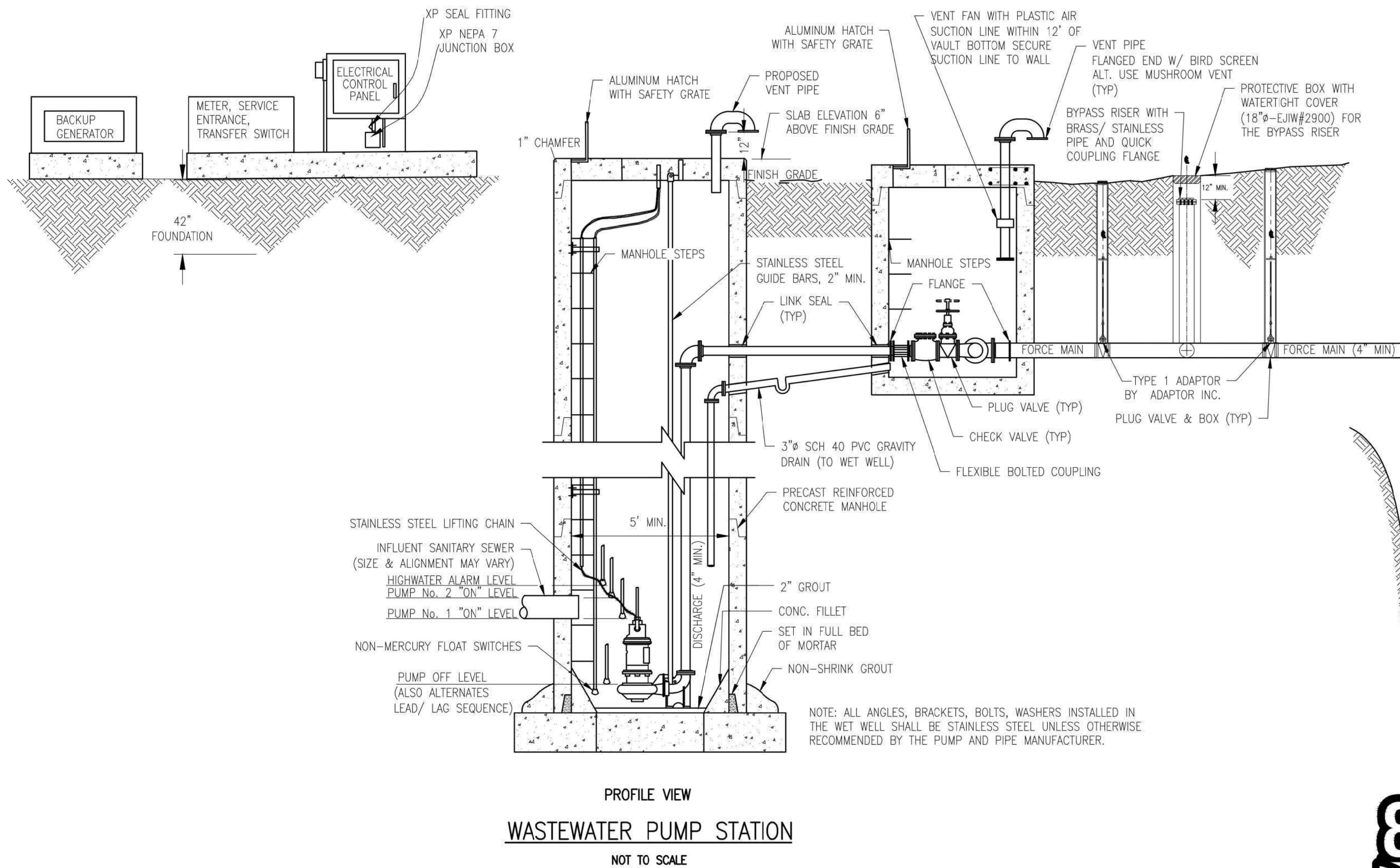
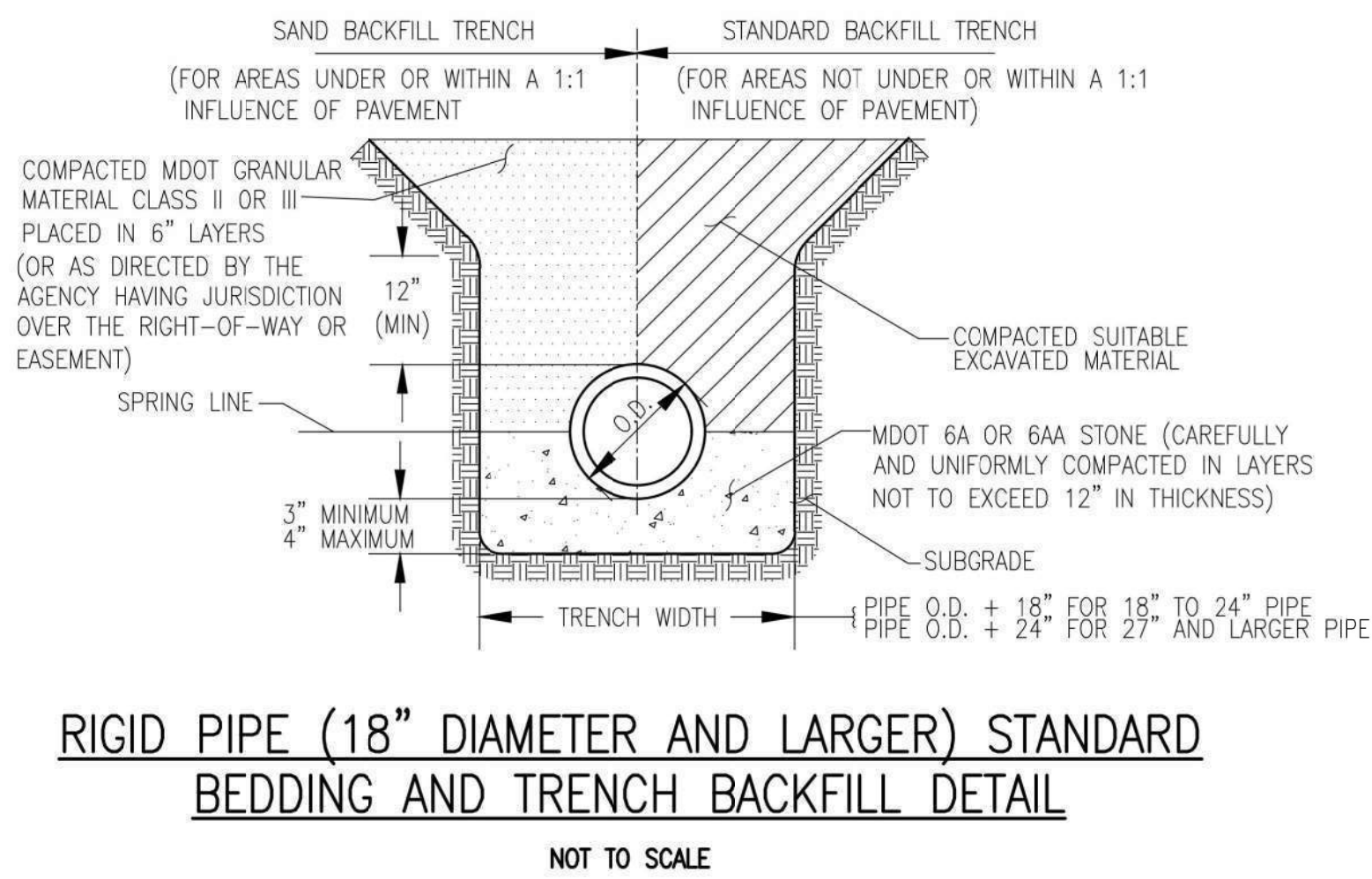
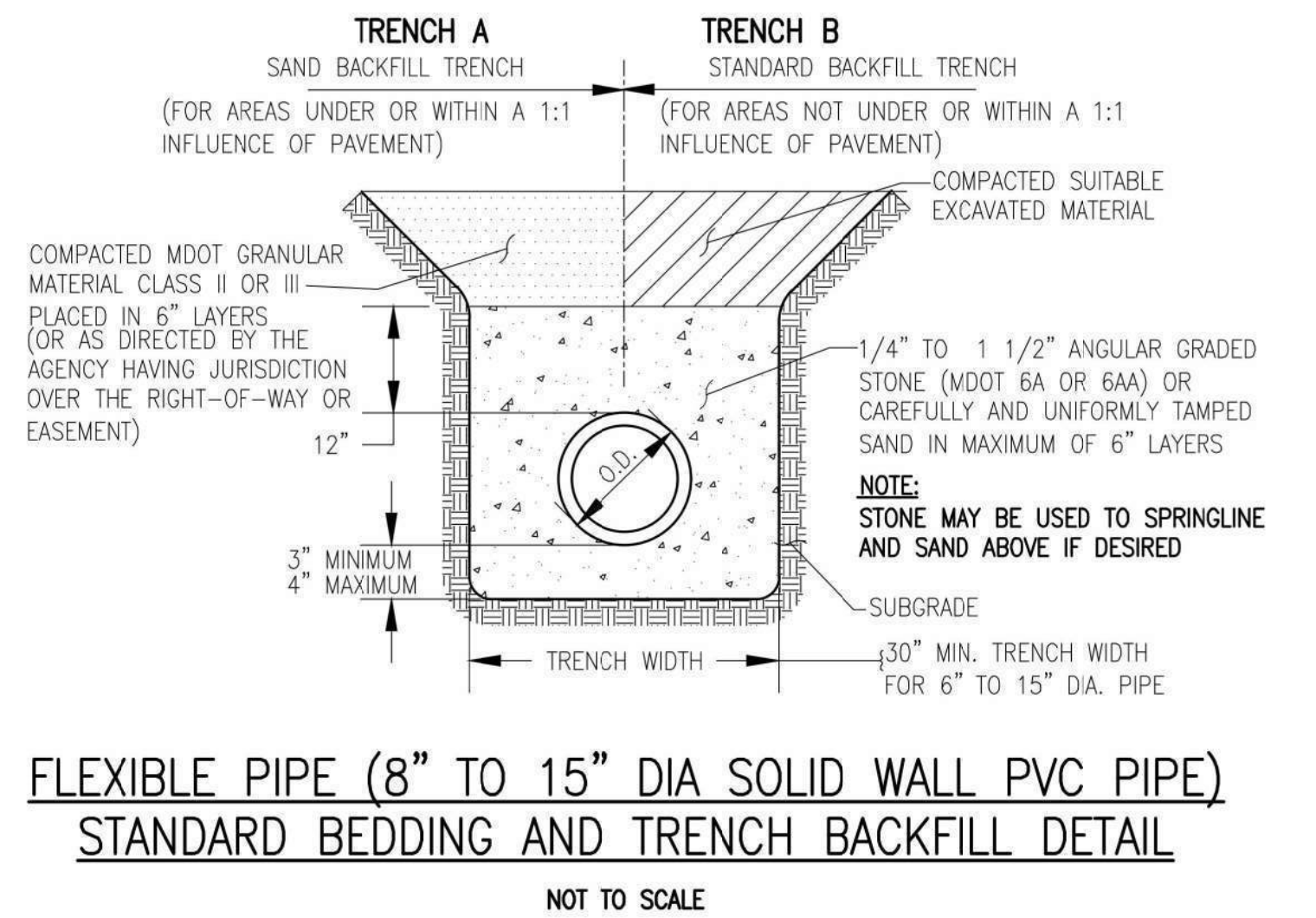
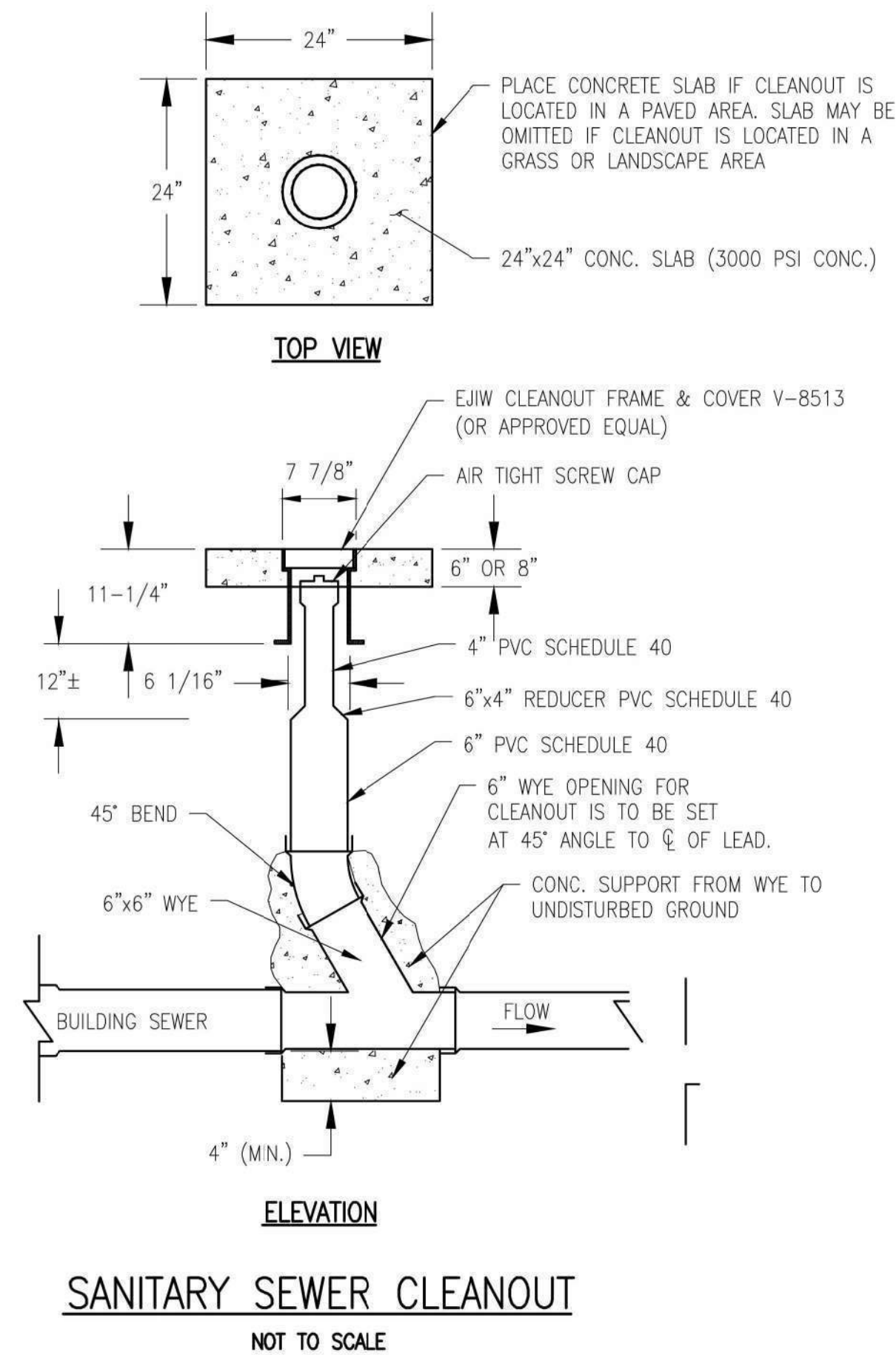
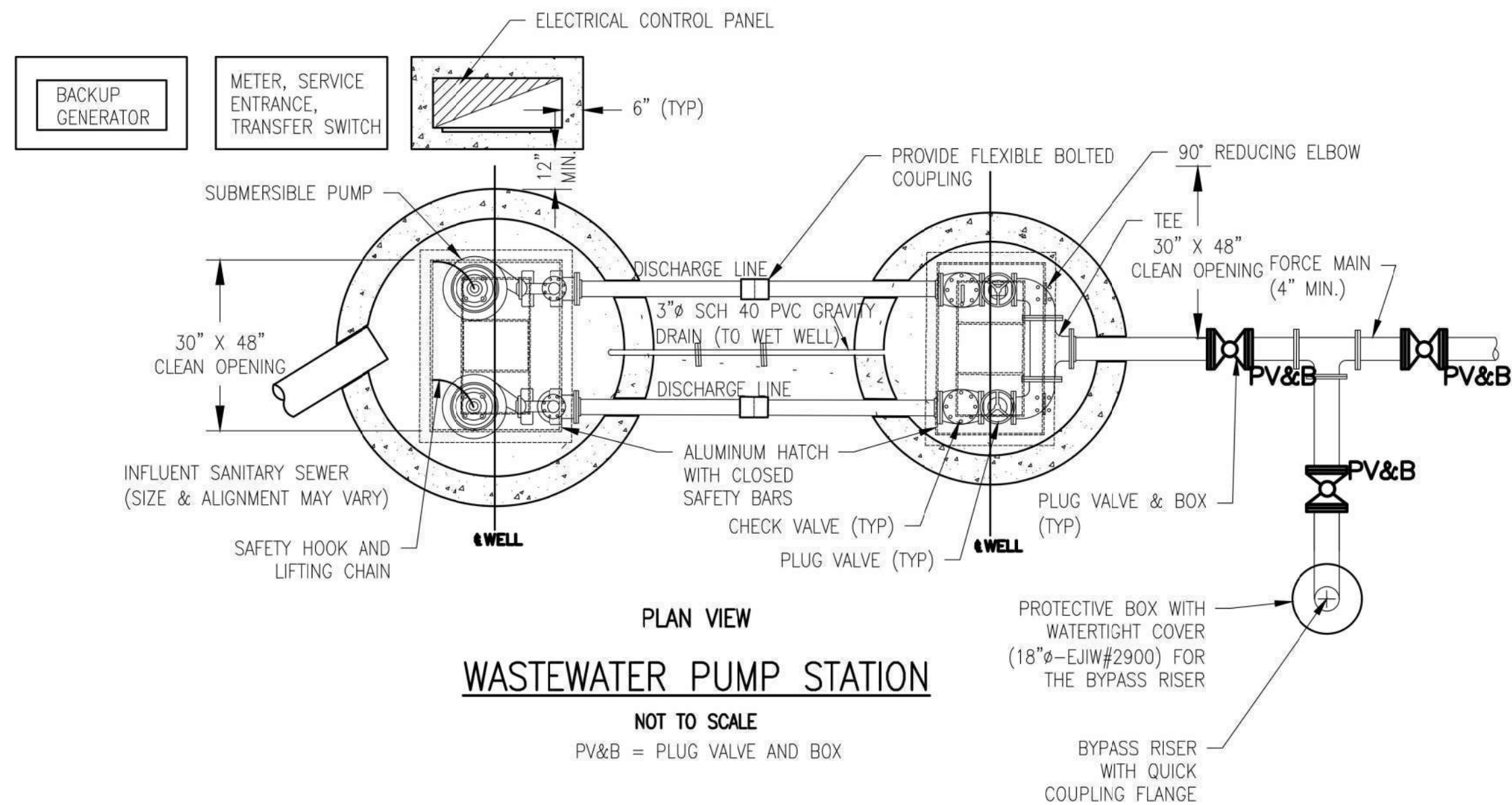
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REVISIONS	
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STANDARD WATER MAIN DETAILS

YPSILANTI COMMUNITY UTILITIES AUTHORITY		
2777 STATE ROAD YPSILANTI, MICHIGAN 48198-9112 (734) 484-4800 FAX: (734) 544-7221 WWW.YC&A.ORG		
DATE	SCALE	SHEET
09/25/19	NO SCALE	ST-3



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 SUBMITTAL REVIEW PROCESS.



BUILDING SEWER

NOT TO SCALE

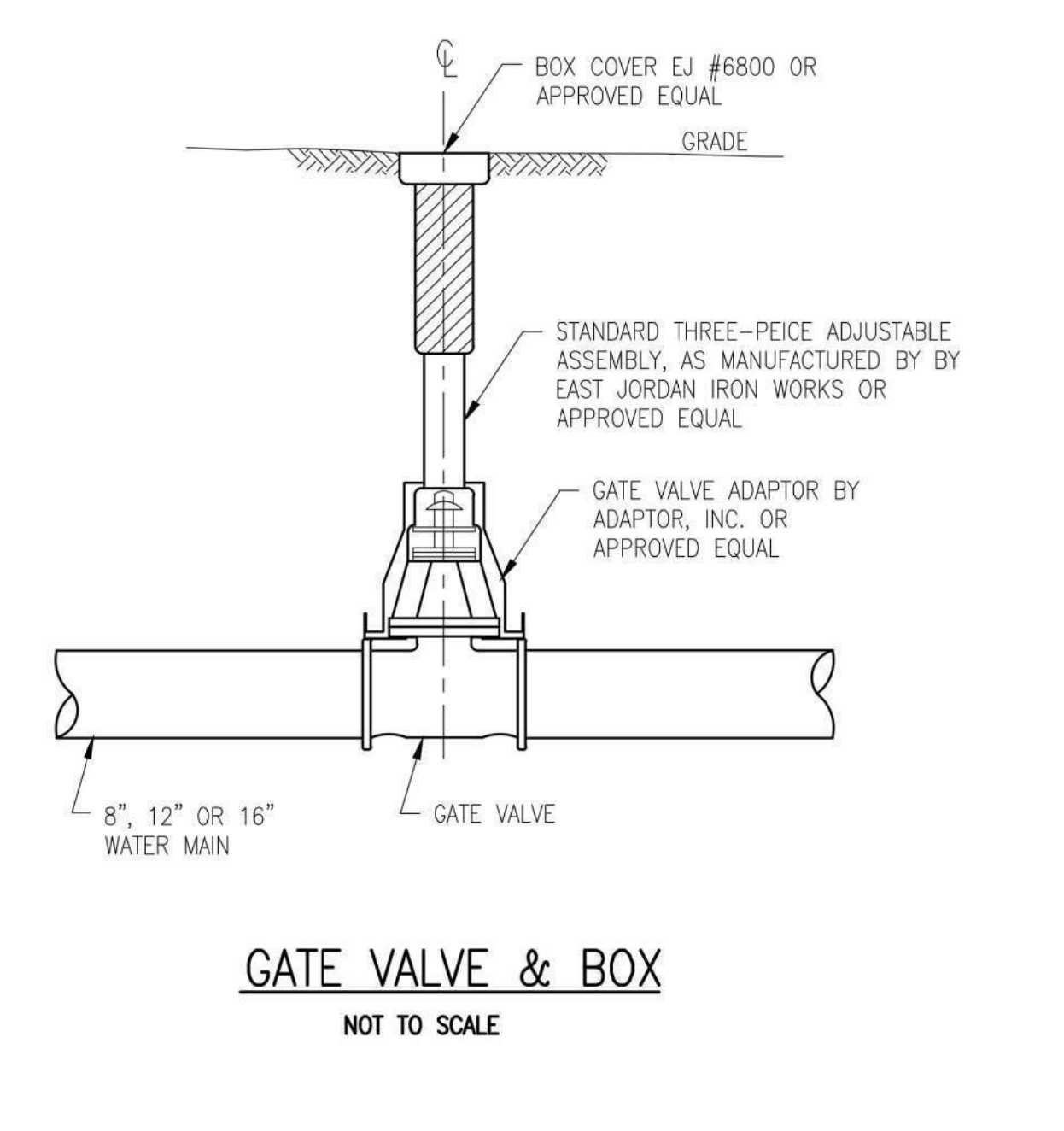
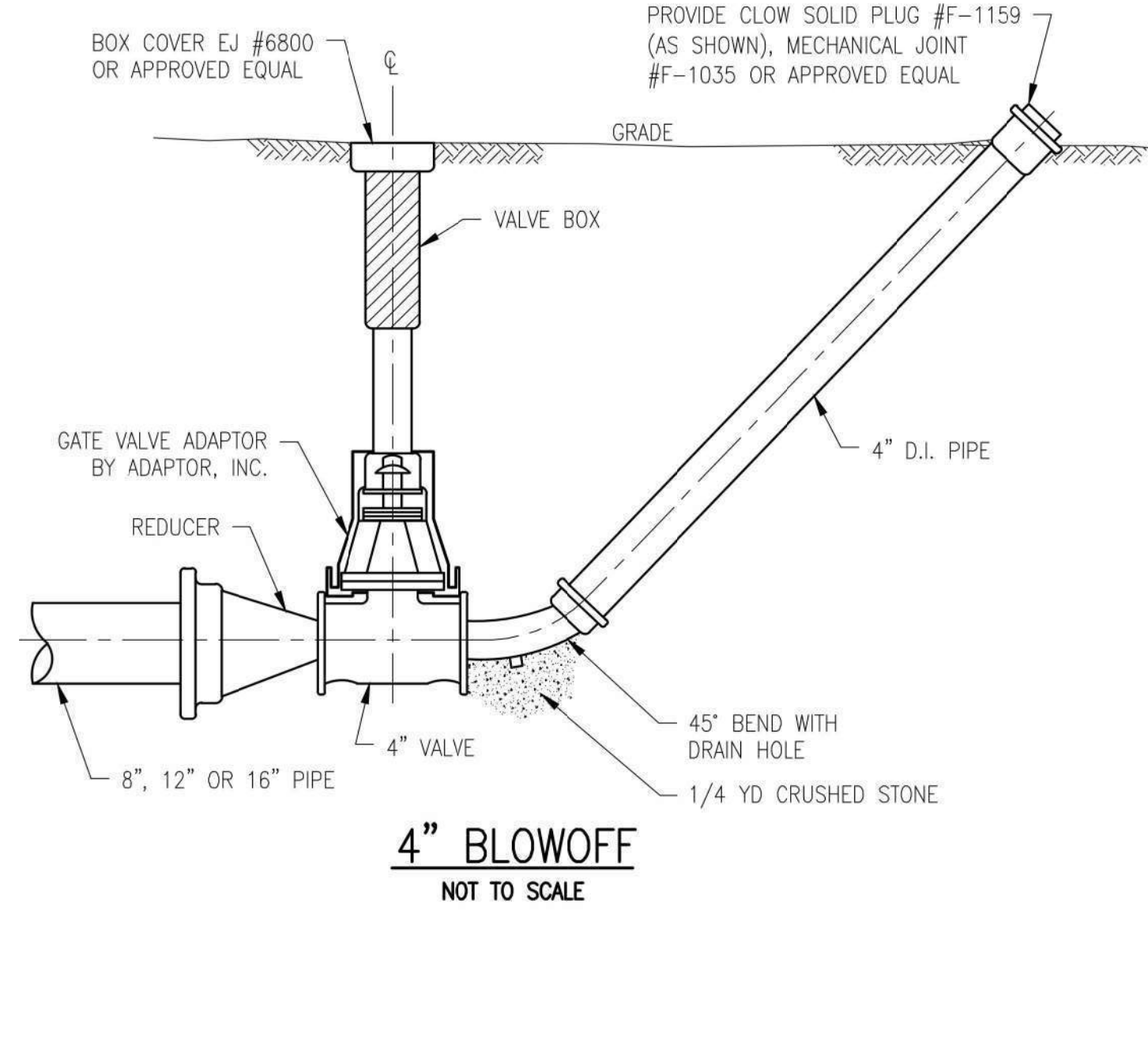
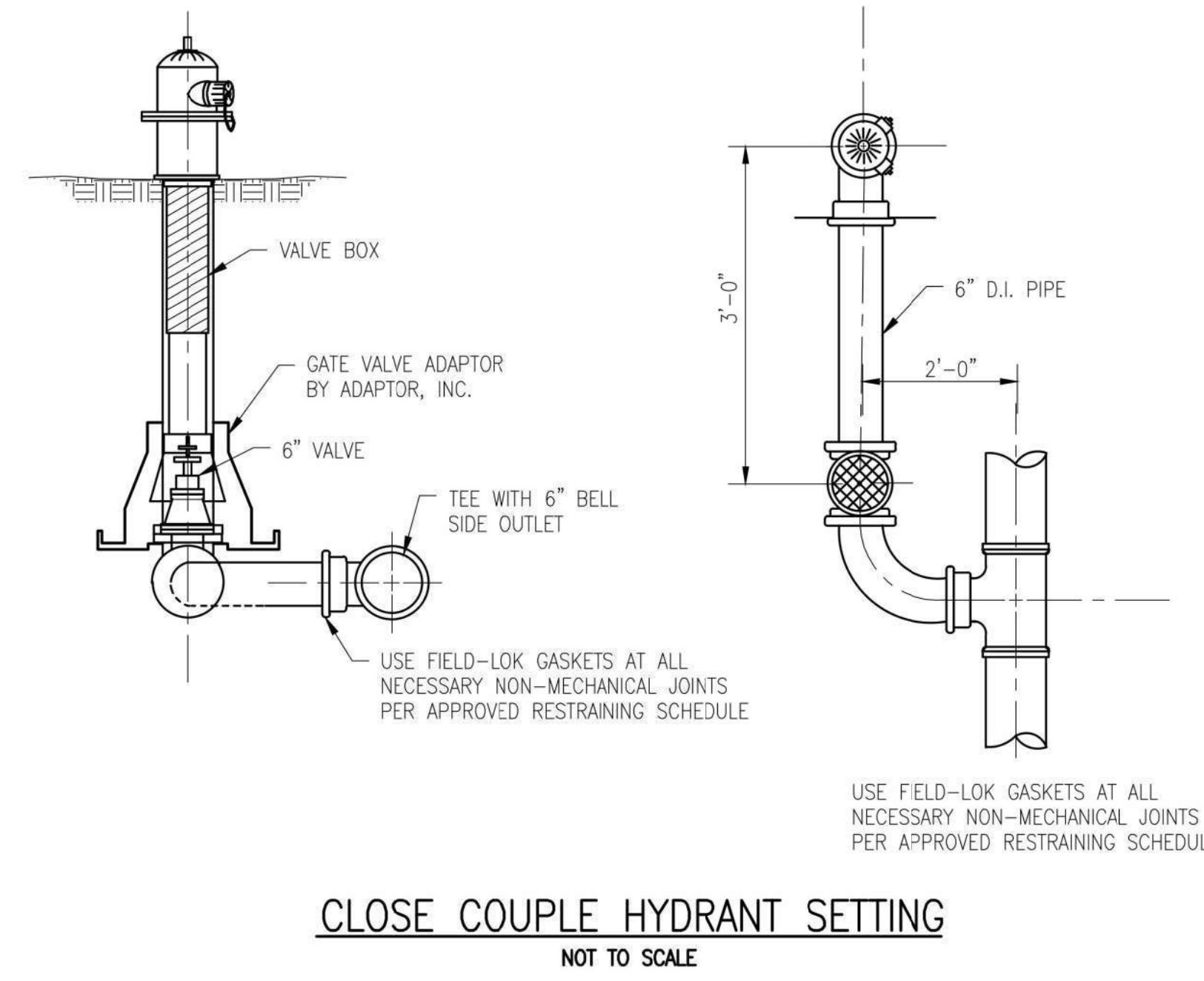
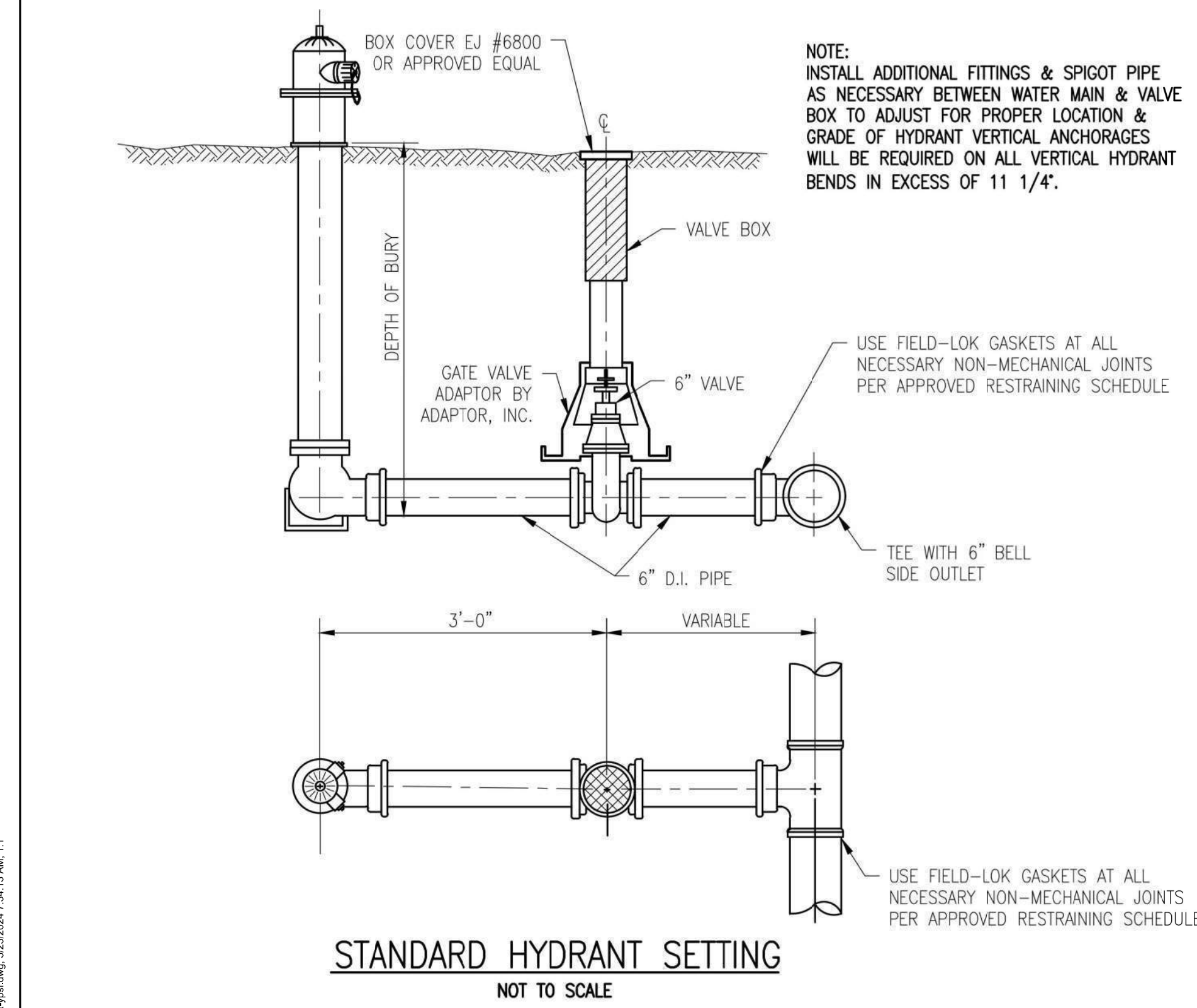
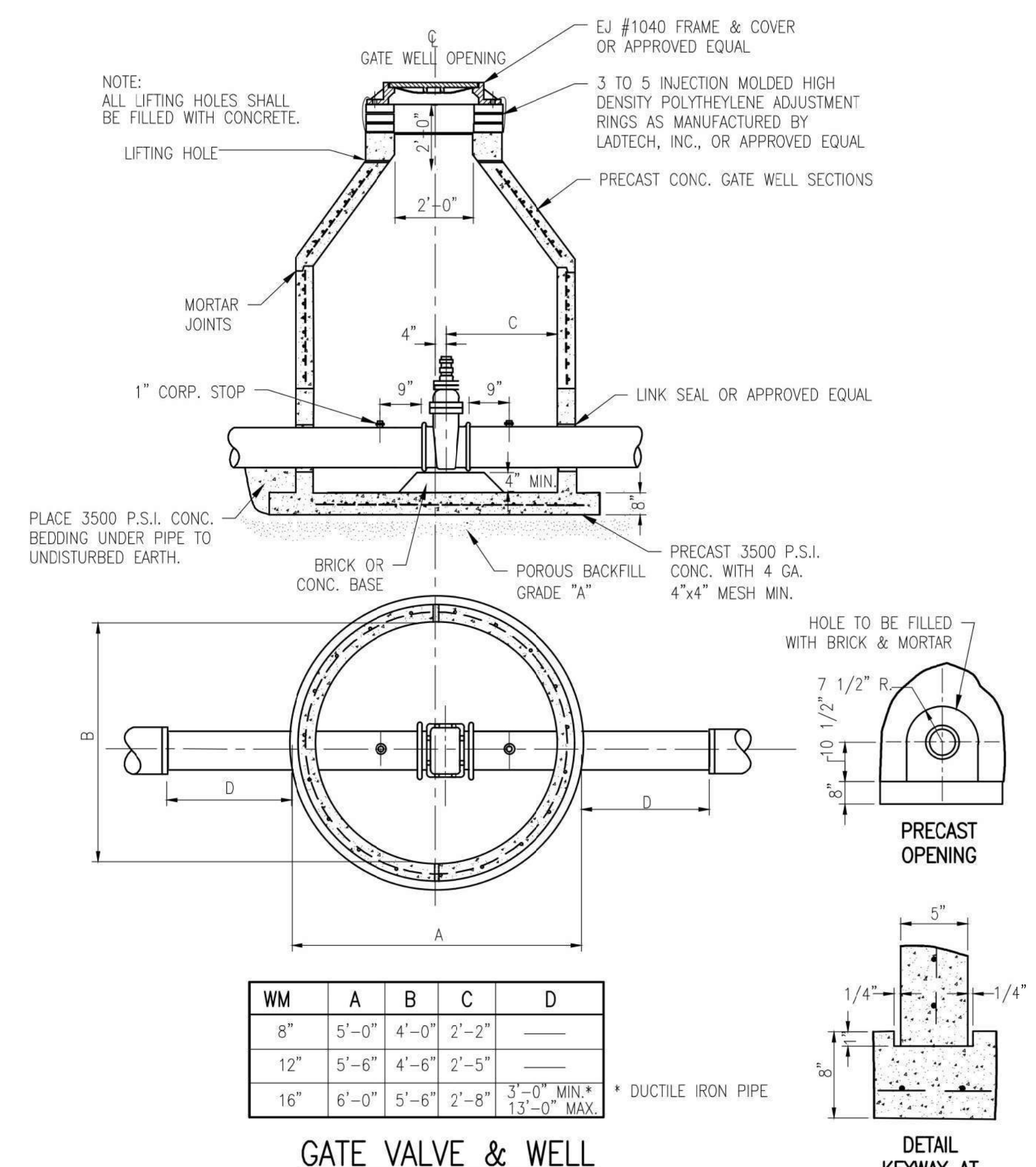
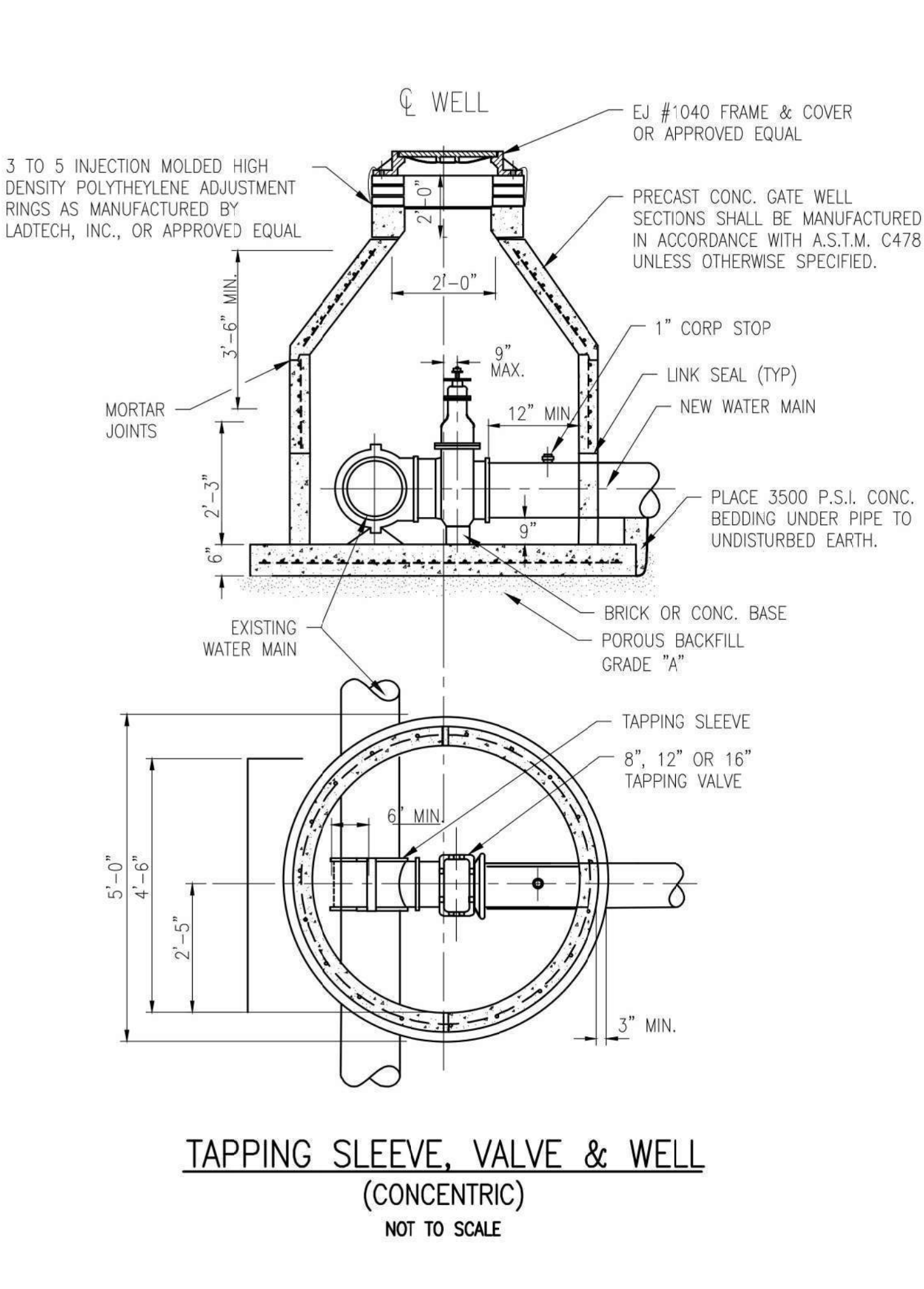
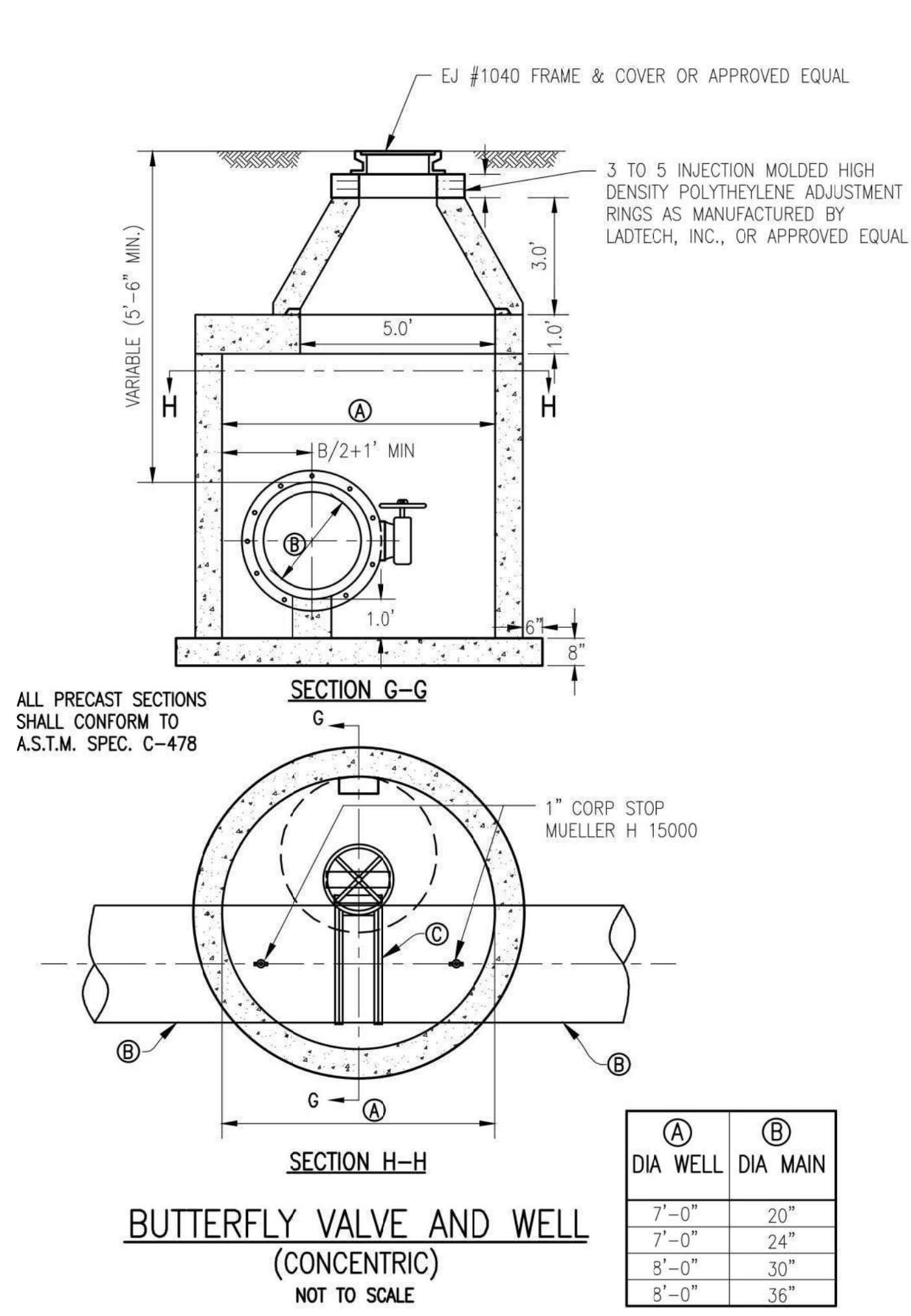
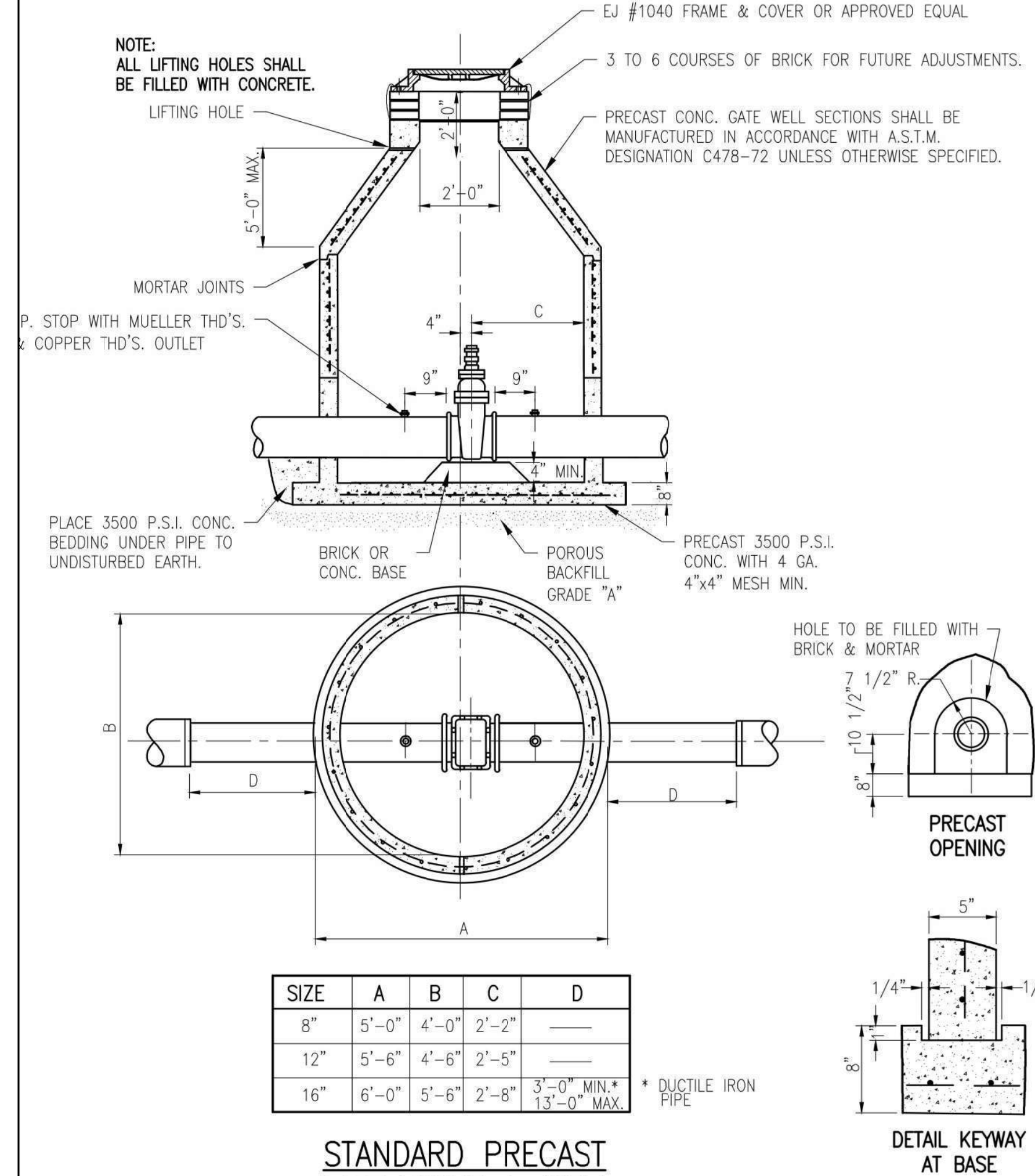


REVISIONS	
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STANDARD SANITARY SEWER DETAILS

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2777 STATE ROAD YPSILANTI, MICHIGAN 48198-9112 (734) 484-4800 FAX: (734) 544-7221 WWW.YC&A.ORG		
DATE	SCALE	SHEET
10/25/19	NO SCALE	ST-4

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Know what's below.
Call before you dig.



REVISIONS	

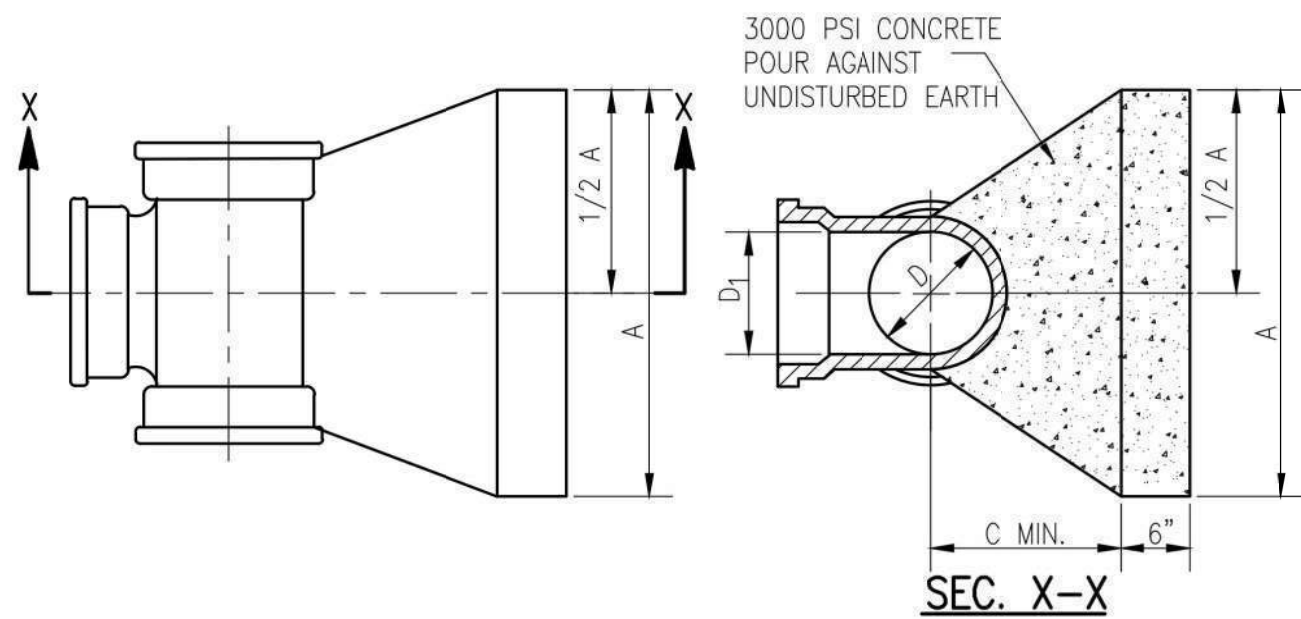
STANDARD WATER MAIN DETAILS

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

YCA
ENVIRONMENTAL LEADERS

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

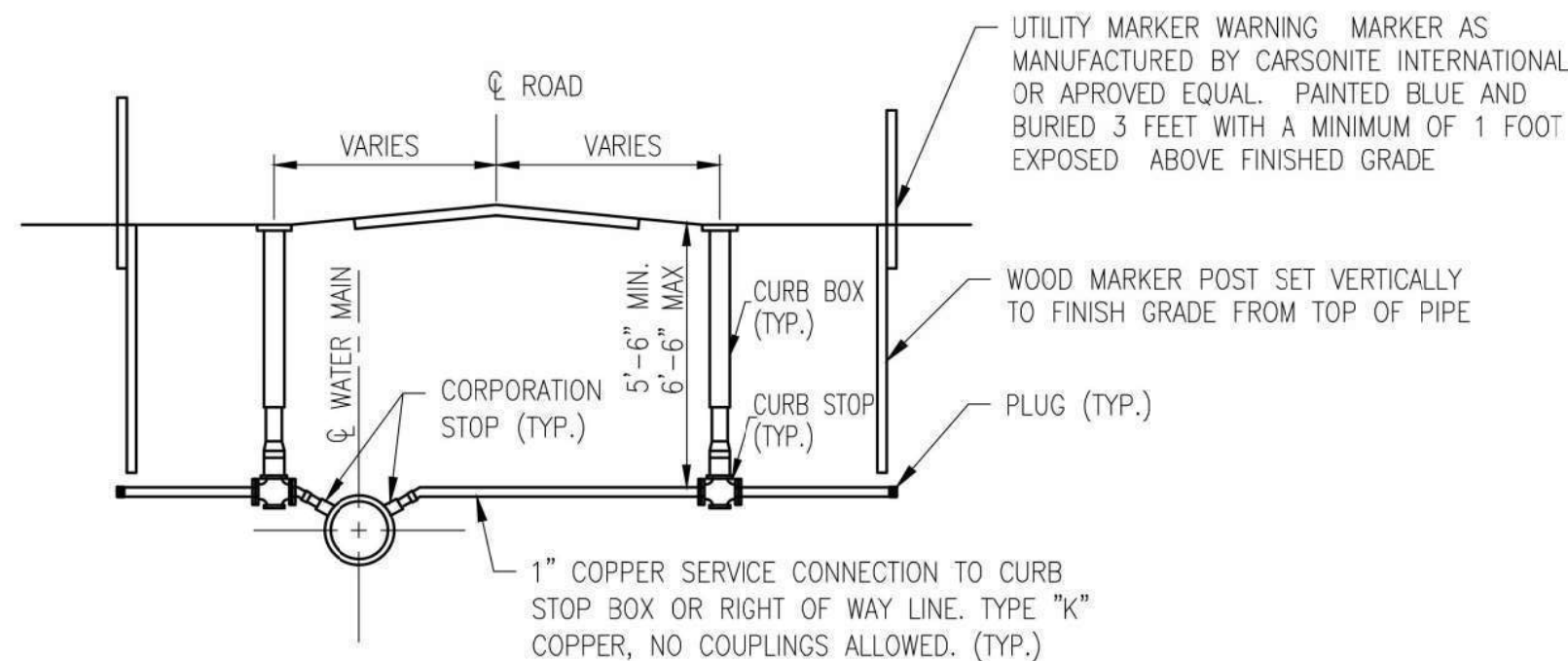
SPACER (TYP.)
TO BE PLACED PER
MANUFACTURER'S
RECOMMENDATION.

STANDARD CASING SECTION
NOT TO SCALE

-
- TRENCH A**
SAND BACKFILL TRENCH
(FOR AREAS UNDER OR WITHIN A 1:1 INFLUENCE OF PAVEMENT)
- TRENCH B**
STANDARD BACKFILL TRENCH
(FOR AREAS UNDER OR WITHIN A 1:1 INFLUENCE OF PAVEMENT)
- COMPACTED MDOT GRANULAR MATERIAL CLASS II OR III PLACED IN LAYERS NOT TO EXCEED 12" IN THICKNESS (OR AS DIRECTED BY THE AGENCY HAVING JURISDICTION OVER THE RIGHT-OF-WAY OR EASEMENT)
- 12"
- 4" MIN.*
- MDOT GRANULAR MATERIAL CLASS II, COMPACTED TO 95% MAX. DENSITY
- SUBGRADE*
- TRENCH WIDTH
- 30" LESS THAN 16" I.D.
O.D. + 12" 16"-36" I.D.

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.

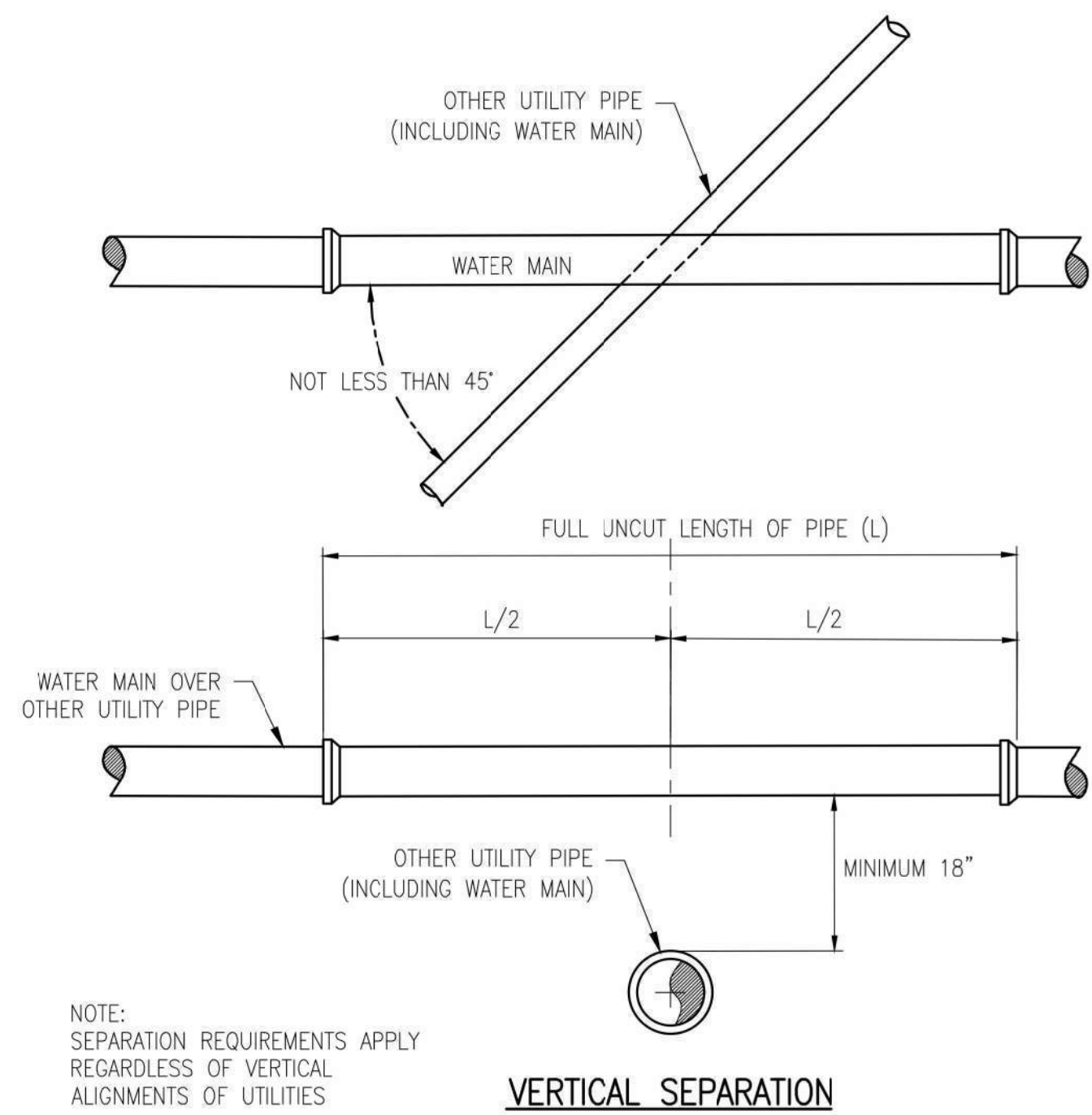
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NOT TO SCALE

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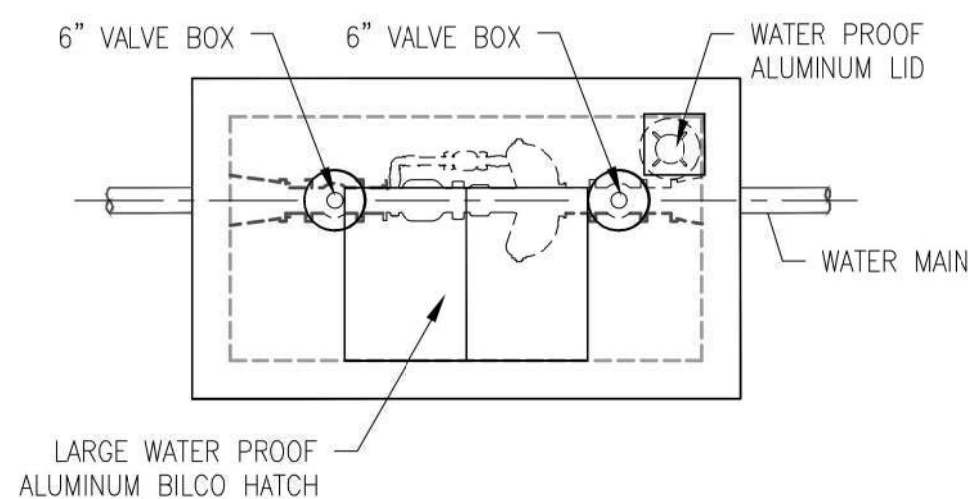
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YPSILANTI COMMUNITY UTILITIES AUTHORITY 2777 STATE ROAD YPSILANTI, MICHIGAN 48198-9112 (734) 484-4600 FAX: (734) 544-7221 WWW.YCUA.ORG		
		
DATE	SCALE	SHEET
09/25/19	NO SCALE	<i>ST-6</i>

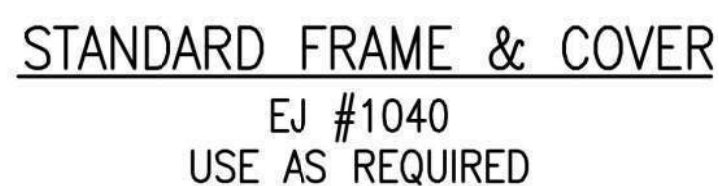
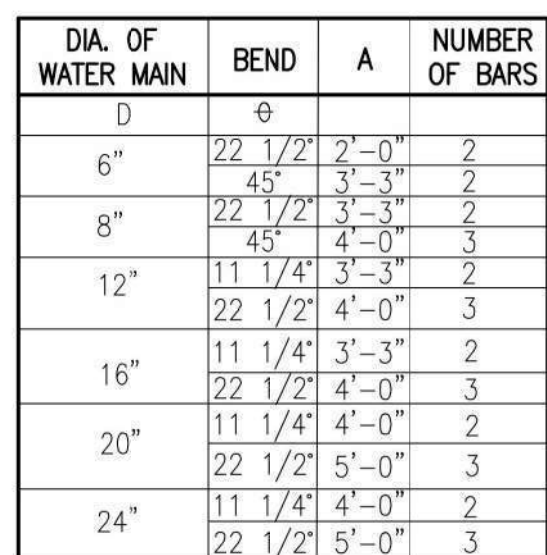


TEST PORT

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



MASTER METER VAULT
CONFIGURATION WITH COVER
NOT TO SCALE

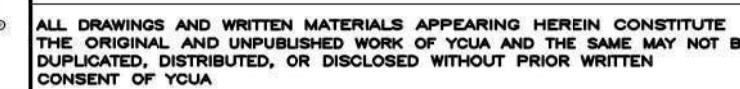
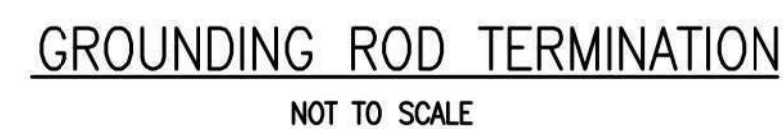


THE FOLLOWING TABLE IS A JOINT RESTRAINT SCHEDULE (DIPRA) FOR GROUND-BURIED DUCTILE IRON OR PVC PIPE. LENGTHS OF PIPE RESTRAINT ARE GIVEN IN FEET.

BASED UPON	INTERNAL PRESSURE:	180
	PIPE DEPTH:	5
	BEDDING CLASS:	TYPE 4
	SOIL TYPE:	GOOD SAND
	SAFETY FACTOR:	2

1. 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).
2. 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.
3. IF THE 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.
4. MANUFACTURER'S RESTRAINT SCHEDULE AND SPECIFIC SITE CONDITIONS MAY MODIFY THE ABOVE SCHEDULE. ANY ALTERNATIVE SCHEDULE SHALL BE SUBMITTED TO YCUA FOR APPROVAL.

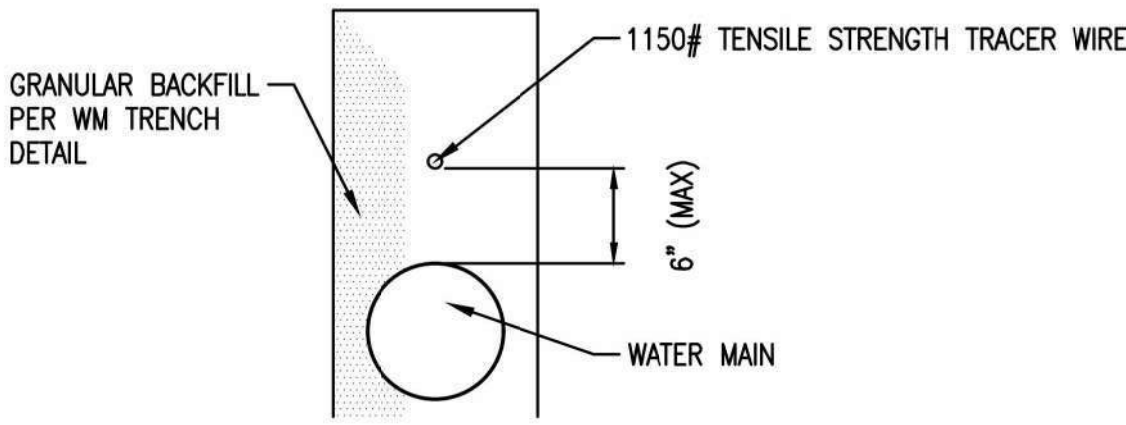
OPEN CUT MAIN LINE TRENCH
NOT TO SCALE



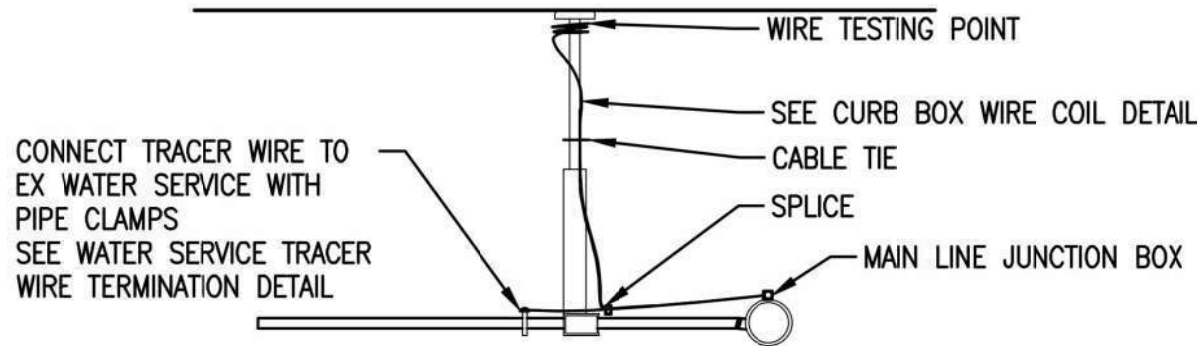
**YPSILANTI COMMUNITY
UTILITIES AUTHORITY**
2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
YCUA
ENVIRONMENTAL LEADERS
(734) 484-4800
FAX: (734) 544-7221
WWW.YCUA.ORG

DATE	SCALE	SHEET
09/25/19	NO SCALE	ST-7

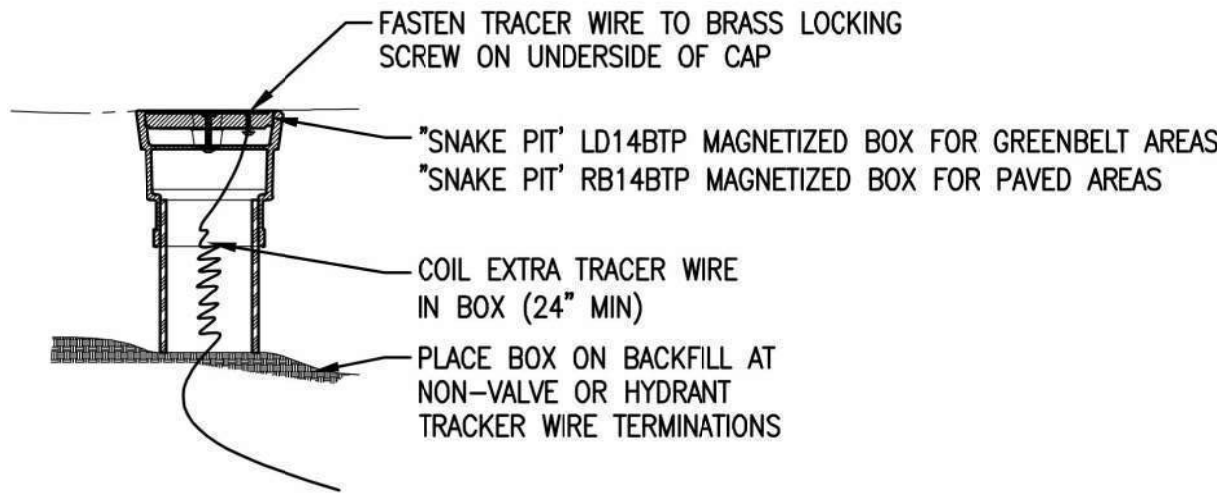
TRACER WIRE SHALL BE INCLUDED WITH ALL PVC WATER MAIN INSTALLATIONS



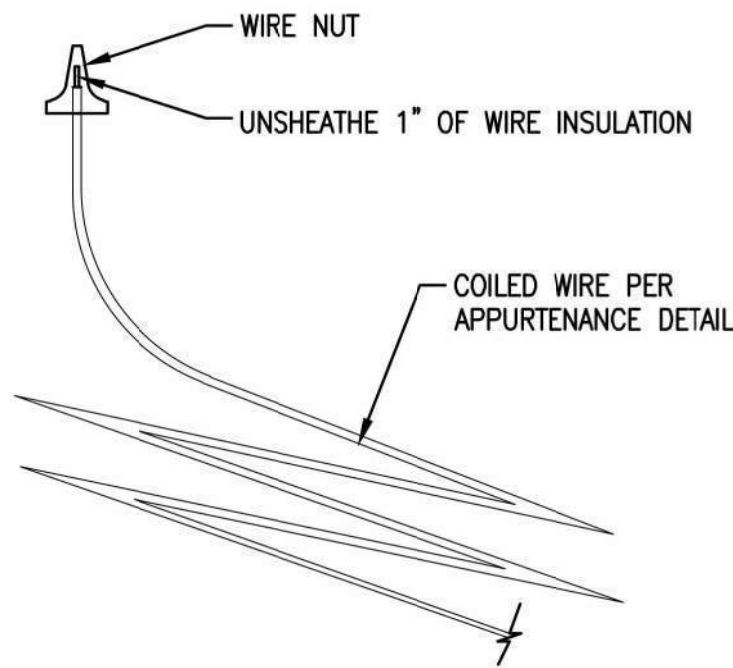
OPEN CUT MAIN LINE TRENCH
N.T.S.



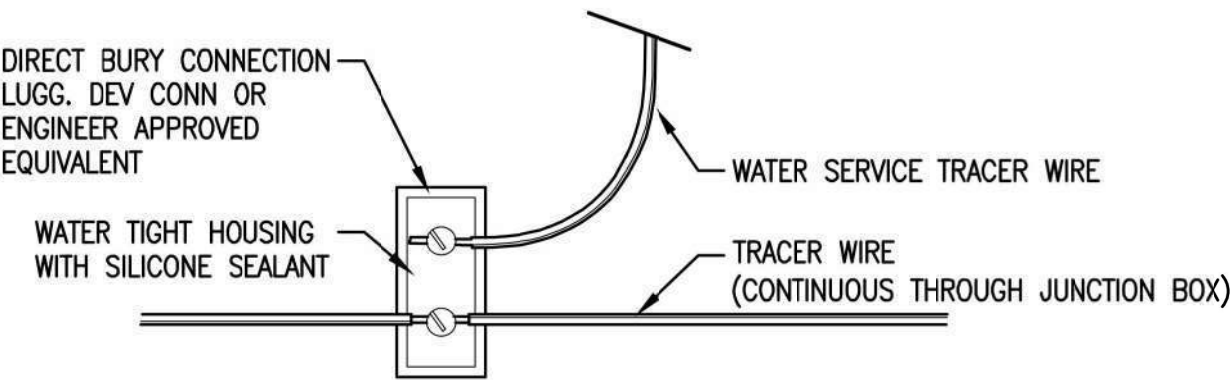
CURB STOP CONNECTION
N.T.S.



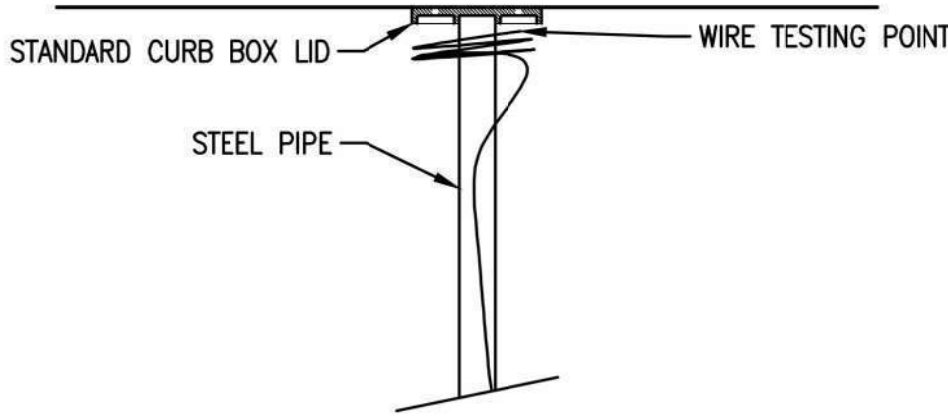
TRACER WIRE TEST POINT
N.T.S.



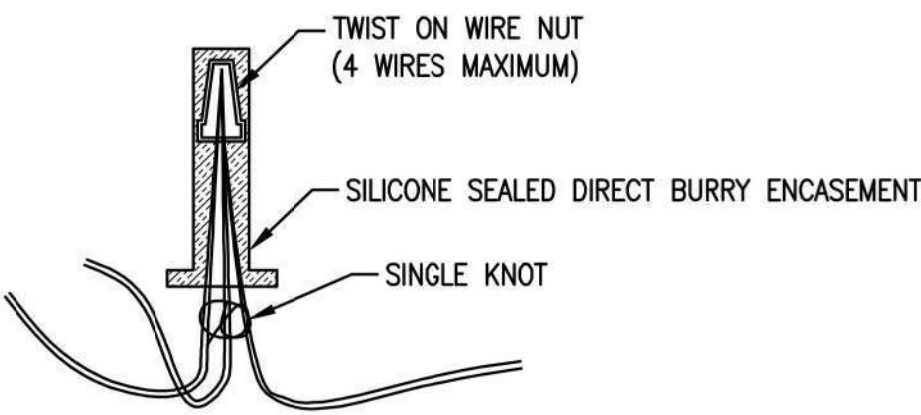
WIRE TESTING POINT
N.T.S.



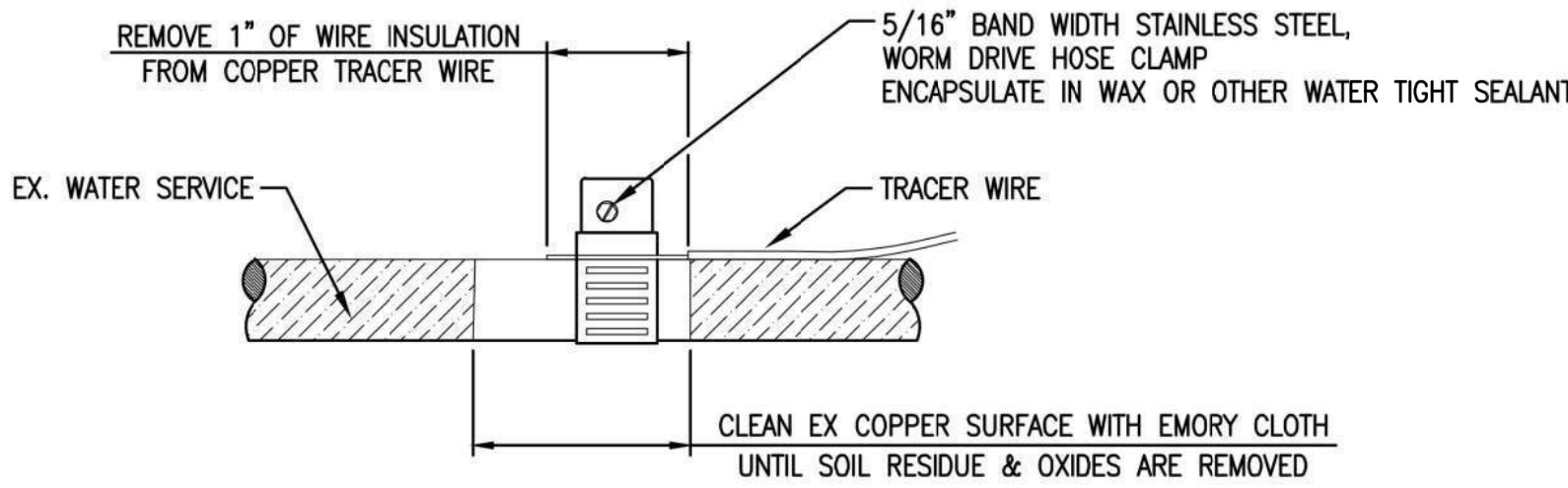
MAIN LINE JUNCTION BOX
N.T.S.



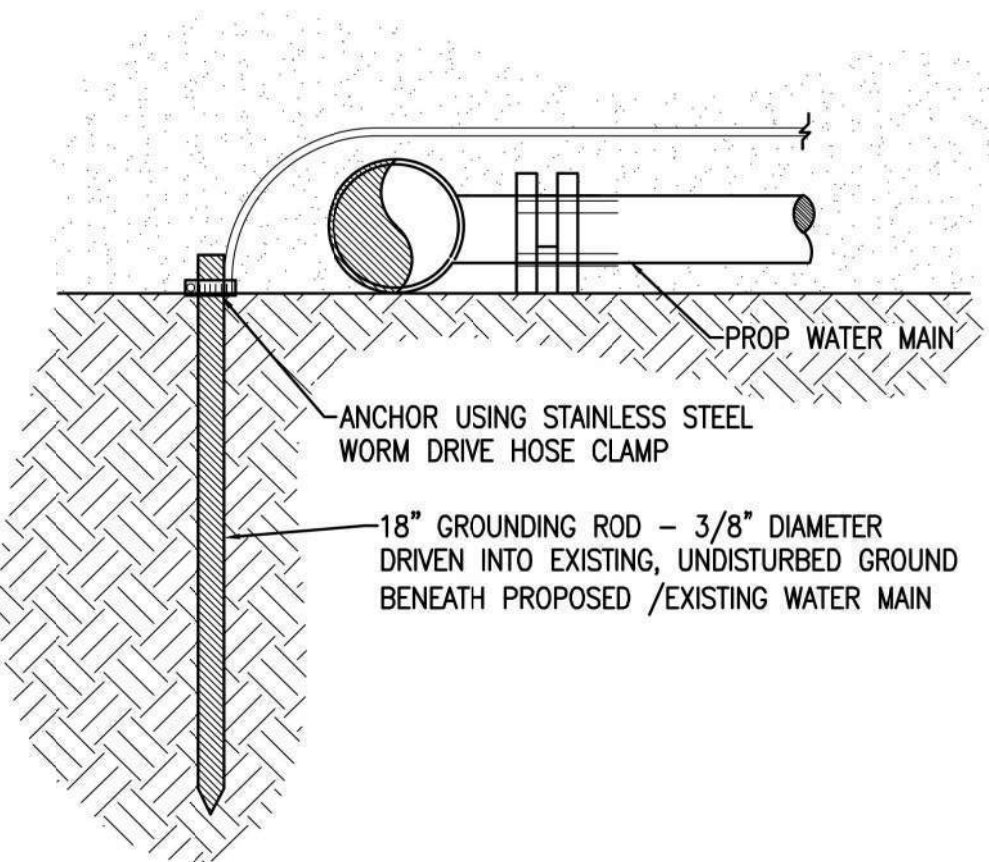
CURB BOX WIRE COIL
N.T.S.



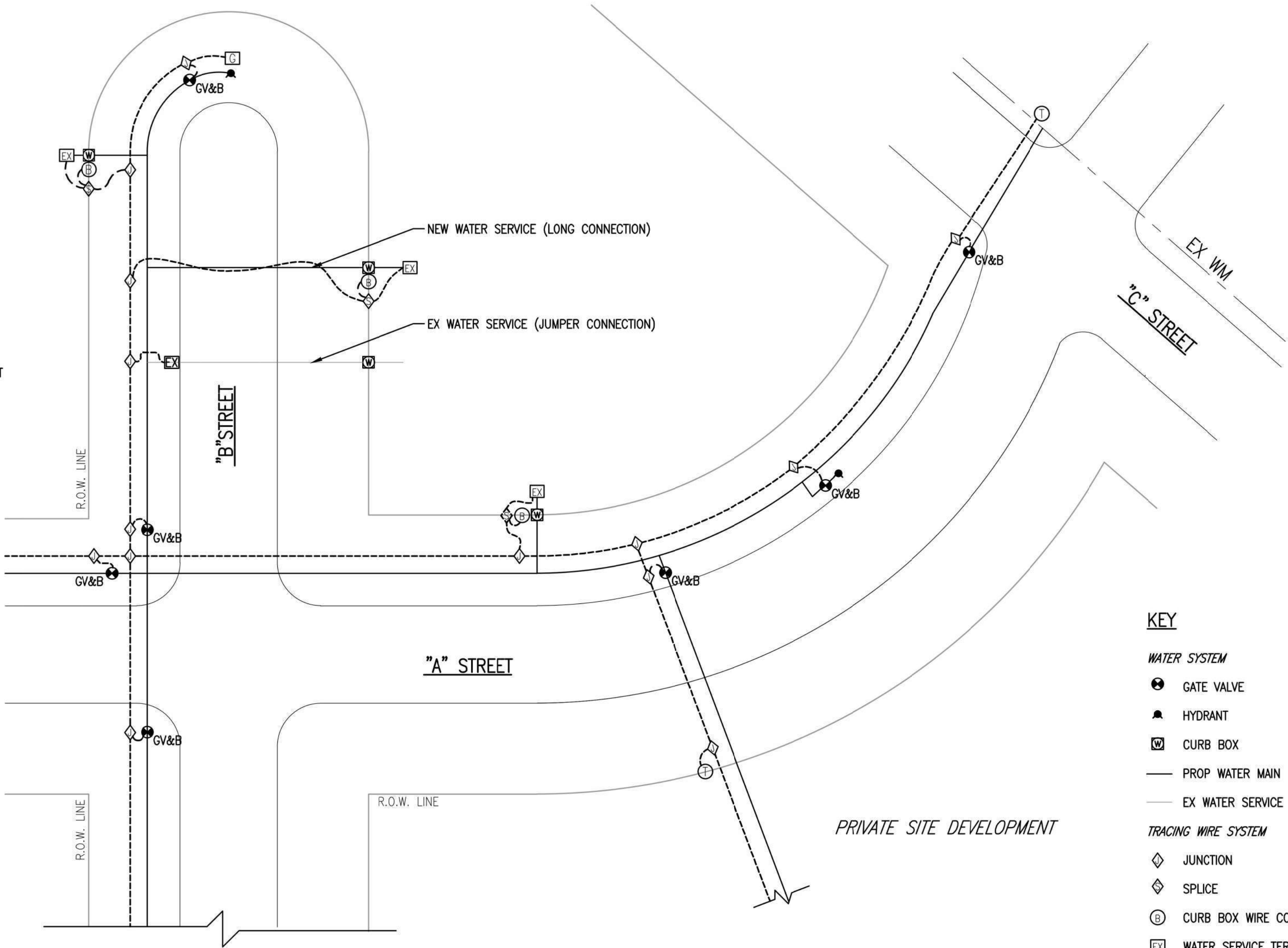
SPLICE CONNECTOR
N.T.S.



WATER SERVICE TERMINATION
N.T.S.



GROUNDING ROD TERMINATION
N.T.S.

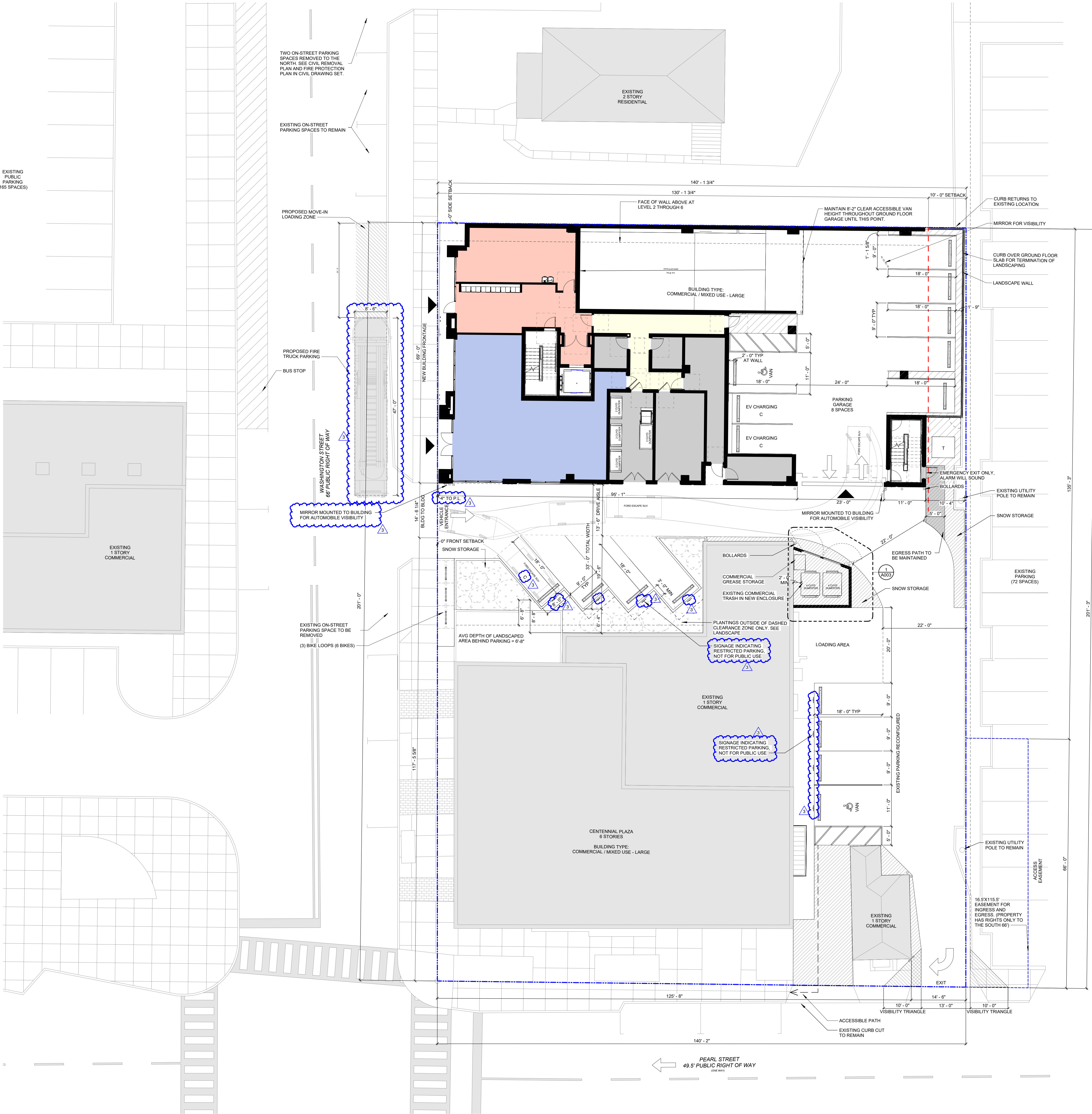


- KEY
- WATER SYSTEM
- GATE VALVE
 - HYDRANT
 - CURB BOX
 - PROP WATER MAIN
 - EX WATER SERVICE
- TRACING WIRE SYSTEM
- JUNCTION
 - SPLICE
 - CURB BOX WIRE COIL
 - WATER SERVICE TERMINATION
 - TEST POINT
 - GROUNDING ROD TERMINATION
 - TRACING WIRE

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	SHEET	
	07/24/18	NO SCALE	ST-8	



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

APPROVALS



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515 PEARL PLAZA
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ANN ARBOR, MI 48106
CONTACT: JAE JANSEN
PHONE: 734.781.1737 EMAIL: JANSEN@JANSENCO.COM

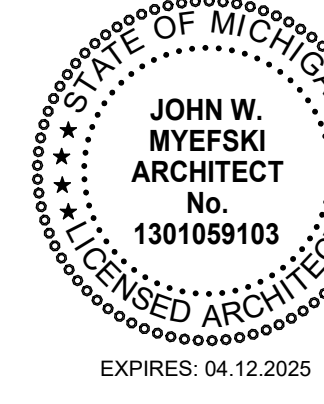
STRUCTURAL ENGINEER
TBD

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

MEP ENGINEER
TBD

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

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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



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OWNER
515 PEACE PLACE LLC
515 PEACE ST. SUITE 500
YPSILANTI, MI 48197

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ANN ARBOR, MI 48106
CONTACT: JOHN MYEFSKI
PHONE: 734.781.7817 EMAIL: JMYEFSKI@MYEFSKI.COM

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JANREVEN ENGINEERING CO., INC.
305 W. LIBERTY SUITE 400
ANN ARBOR, MI 48106
CONTACT: JAE JANREVEN
PHONE: 734.781.7817 EMAIL: JANREVEN@JANREVEN.COM

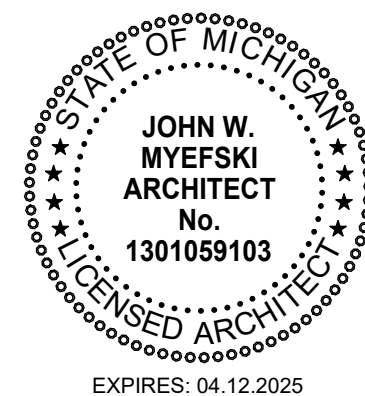
STRUCTURAL ENGINEER
TBD

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

MEP ENGINEER
TBD

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

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136 N. WASHINGTON ST.

YPSILANTI, MI 48197

DRAWN BY

Author

CHECKED BY

Checker

PROJECT ARCH

Approver

NO.

DATE

DESCRIPTION

1 05.03.2024 PUD SUBMITTAL

2 05.24.2024 PUD UPDATE

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TEO

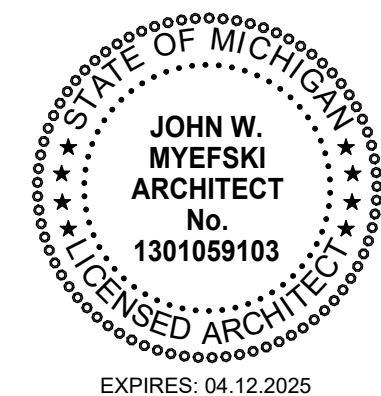
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MEP ENGINEER

TEO

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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

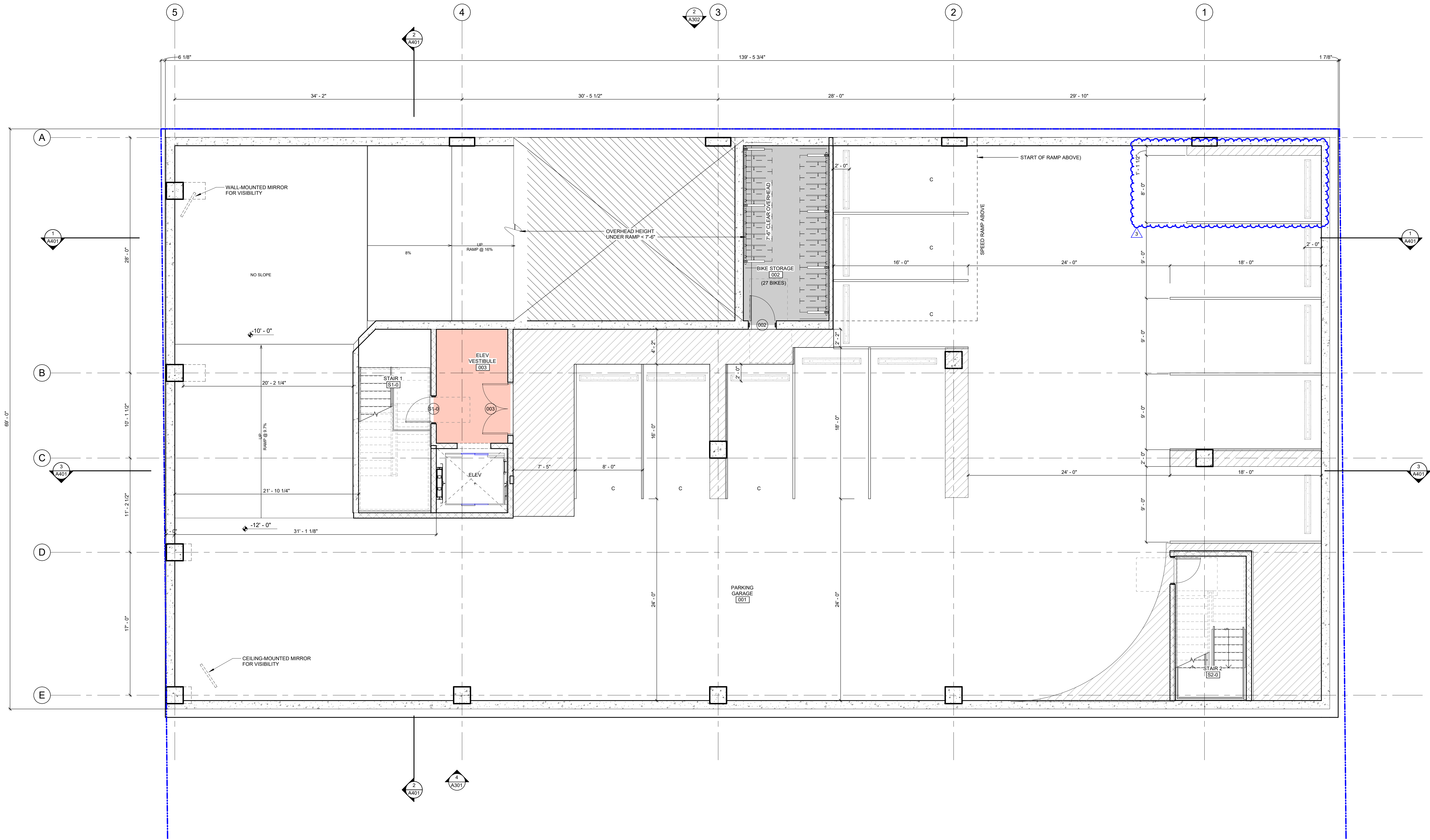
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05.24.2024

FLOOR PLAN - LOWER LEVEL

A100

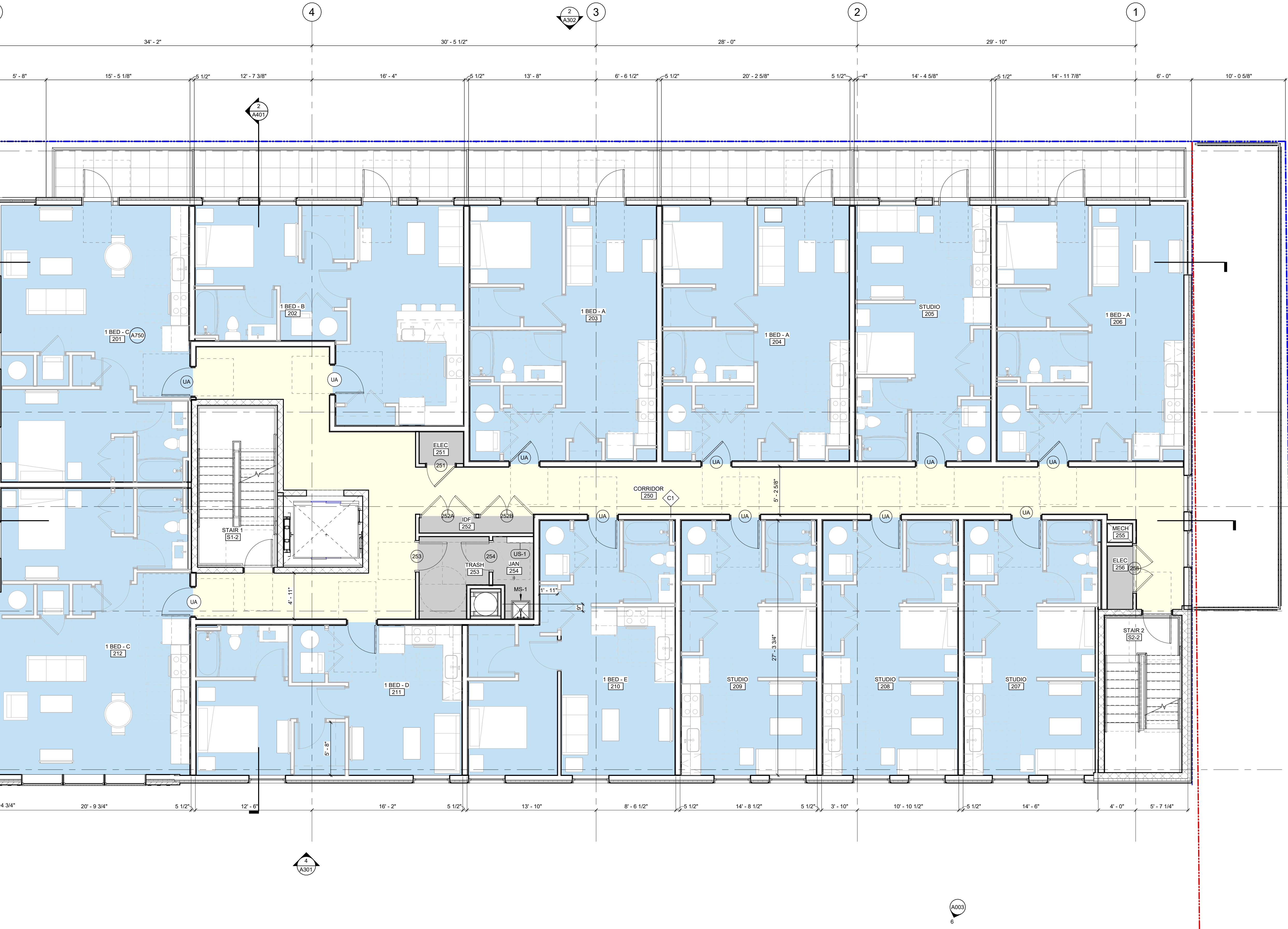


1 LOWER LEVEL FLOOR PLAN

A100 SCALE: 3/16" = 1'-0"

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 FROM 1/4 INCH UP TO 1/2 INCH: COMPRESSED BACKER ROD WITH 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 1/2 INCH UP TO 1 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.	

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	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.	
	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.	
	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.	
	DENOTES SIDE OF WALL TO PLACE STRUCTURAL SHEATHING - VERIFY WITH STRUCTURAL DRAWINGS	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.	
		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.	
		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.	
		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.		
		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.		



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

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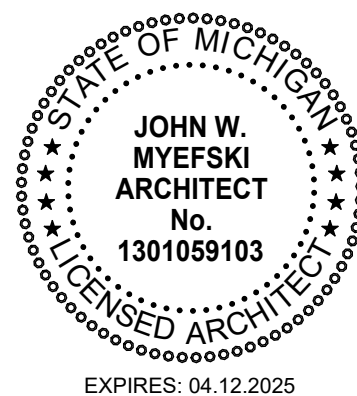
STRUCTURAL ENGINEER
TBD

CONTACT: XXX.XXX.XXX.XXX EMAIL: XXX.XXX.XXX.XXX

MEP ENGINEER
TBD

CONTACT: XXX.XXX.XXX.XXX EMAIL: XXX.XXX.XXX.XXX

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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.	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	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.	
	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.	
	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.	
	DENOTES SIDE OF WALL TO PLACE STRUCTURAL SHEATHING - VERIFY WITH STRUCTURAL DRAWINGS	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.	
		6. ALL PENETRATIONS THROUGH FIRE RATED WALLS, FLOORS AND CEILINGS ARE TO BE FIRE CALKED PER CODE PER APPROVED U.L. 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.	
		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.	
		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.		
		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.		

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

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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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WILSON ENGINEERING CO., INC.
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734.761.4800

CONTACT: JAE MANNING
PHONE: 734.761.4800 FAX: 734.761.4800 EMAIL: JAMANNING@WILSONCO.COM

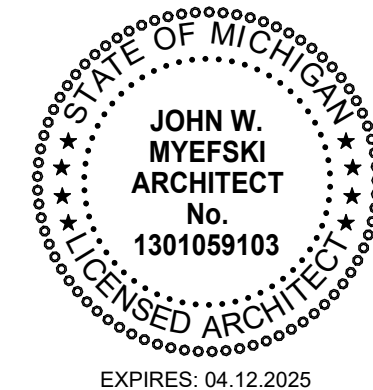
STRUCTURAL ENGINEER
TBD

MEP ENGINEER
TBD

CONTACT: XXX.XXX.XXX.XXX EMAIL: XXX.XXX.XXX.XXX

CONTACT: XXX.XXX.XXX.XXX EMAIL: XXX.XXX.XXX.XXX

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PROJECT ARCH JM

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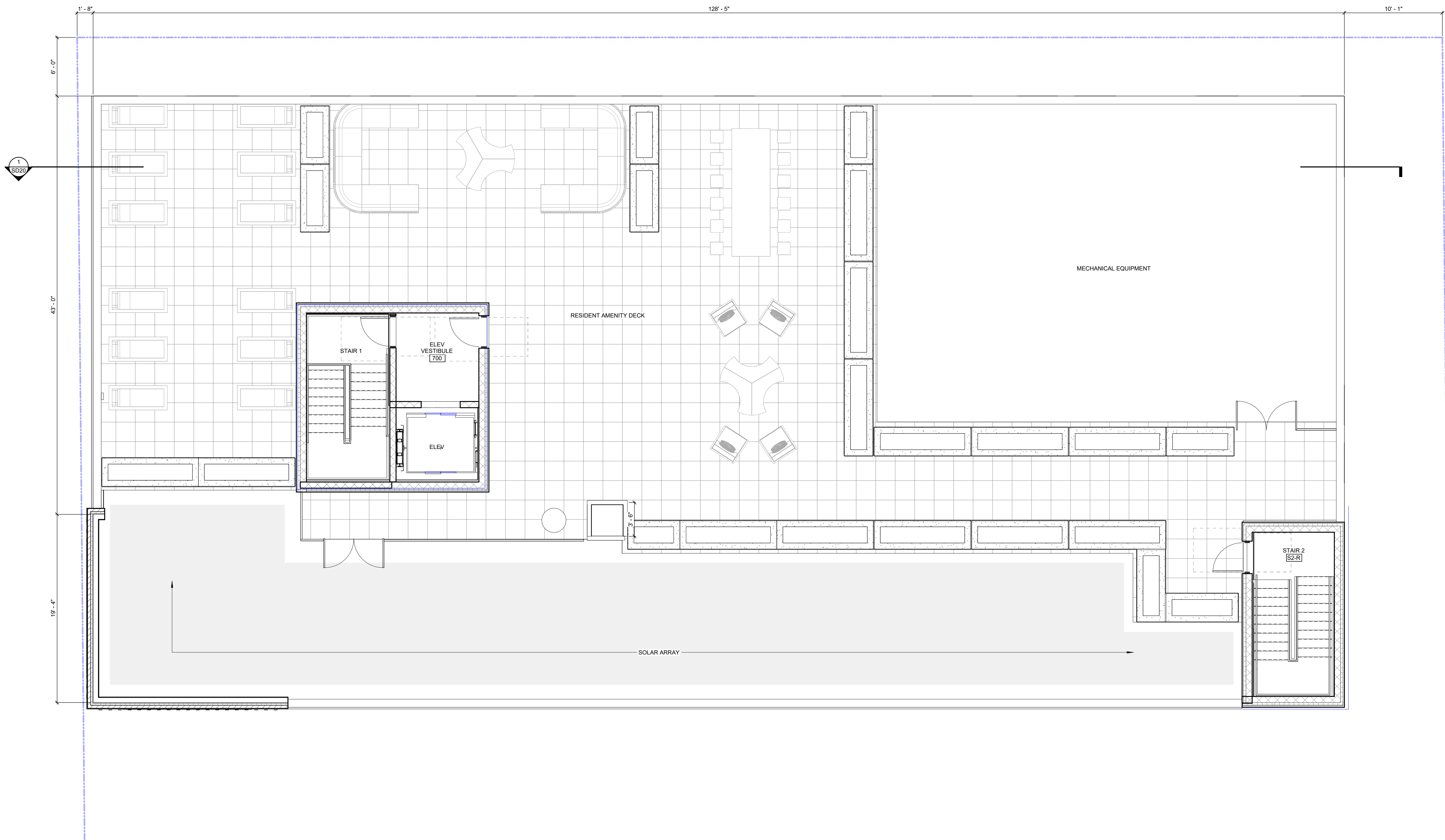
1 01.12.2023 100% SD

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.		
		6. ALL PENETRATIONS THROUGH FIRE RATED WALLS, FLOORS AND CEILINGS ARE TO BE FIRE CAULKED 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.		
	DENOTES SIDE OF WALL TO PLACE STRUCTURAL SHEATHING - VERIFY WITH STRUCTURAL DRAWINGS	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. APPROACH TO THE WATER CLOSETS.						
				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.						

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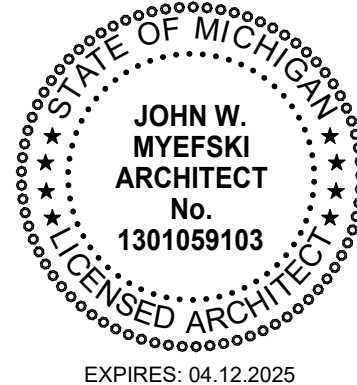
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DRAWN BY MGL KF MAL

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
AE3	TITANIUM VELOUR
AE8	ALUMINUM COPING
AE9	DARK BLUE METAL PANEL WITH VERTICALLY RIBBED PROFILE, BASIS OF DESIGN DREXEL METALS BR-1
AE11	WOOD PRIVACY FENCE
AE16	ACCESS GATES
AE27	ALUMINUM STOREFRONT AND GLAZING WITH POWDER COAT BLACK FINISH
AE28	LIGHT BLUE METAL PANEL WITH VERTICALLY RIBBED PROFILE, BASIS OF DESIGN DREXEL METALS BR-1
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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MK AB

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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 126 of 228

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
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
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AE37	FUTURE MURAL ON STUCCO FINISH, MURAL DESIGN TBD BY OTHERS



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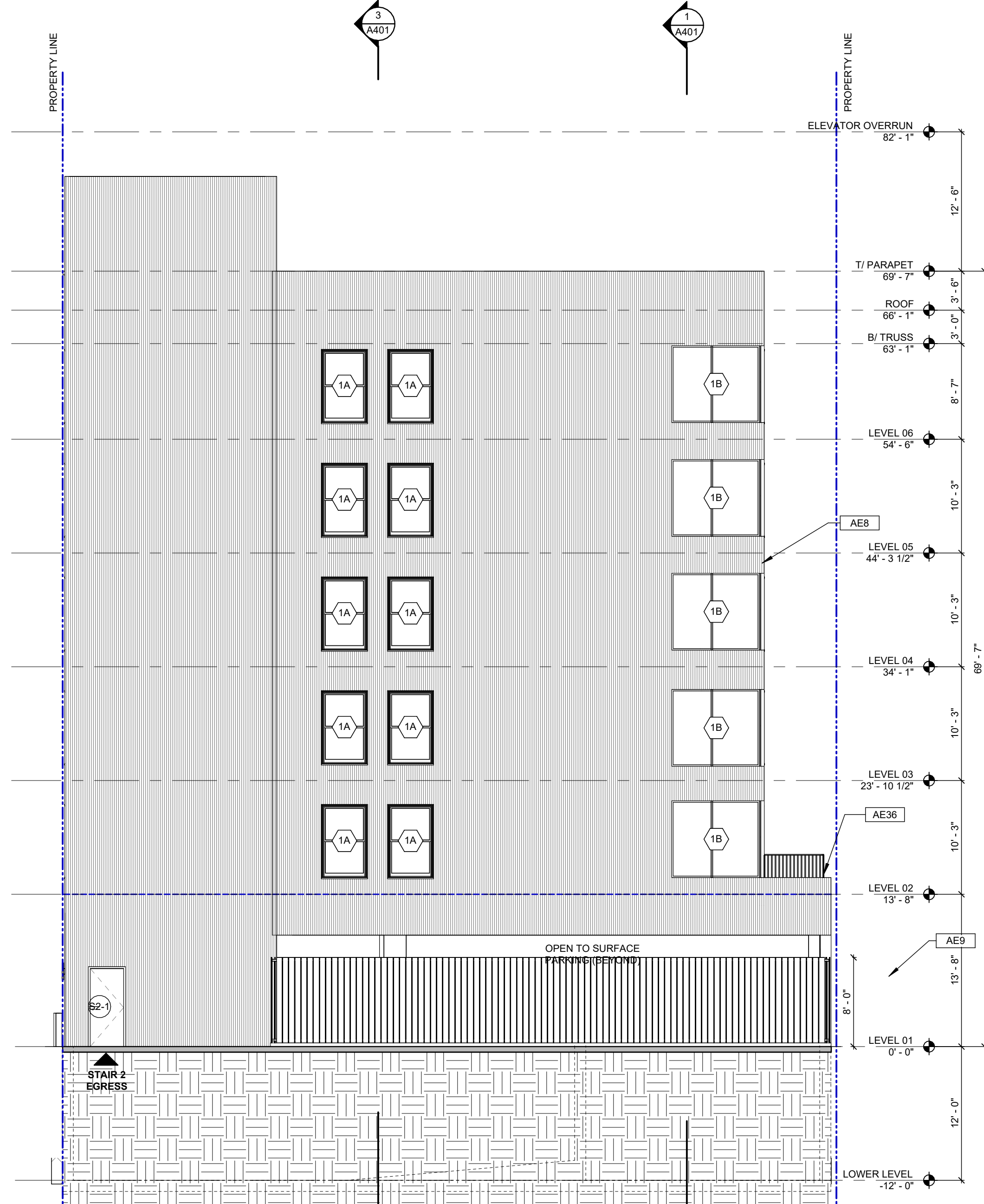
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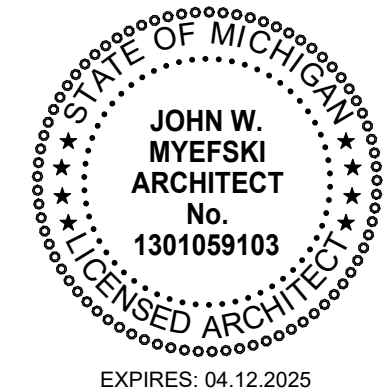
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NO. DATE DESCRIPTION

2 05.03.2024 PUD SUBMITTAL

JOB NO

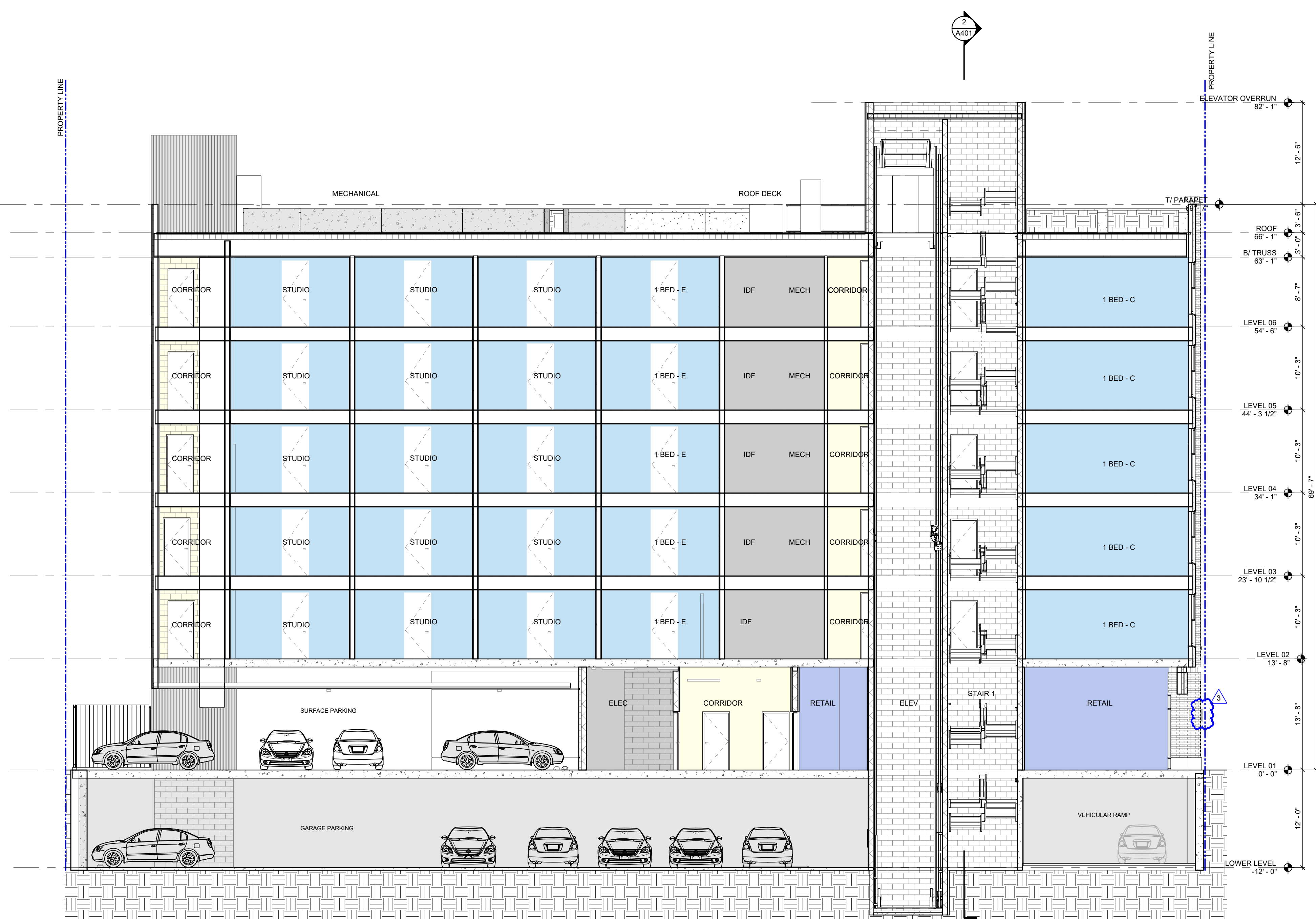
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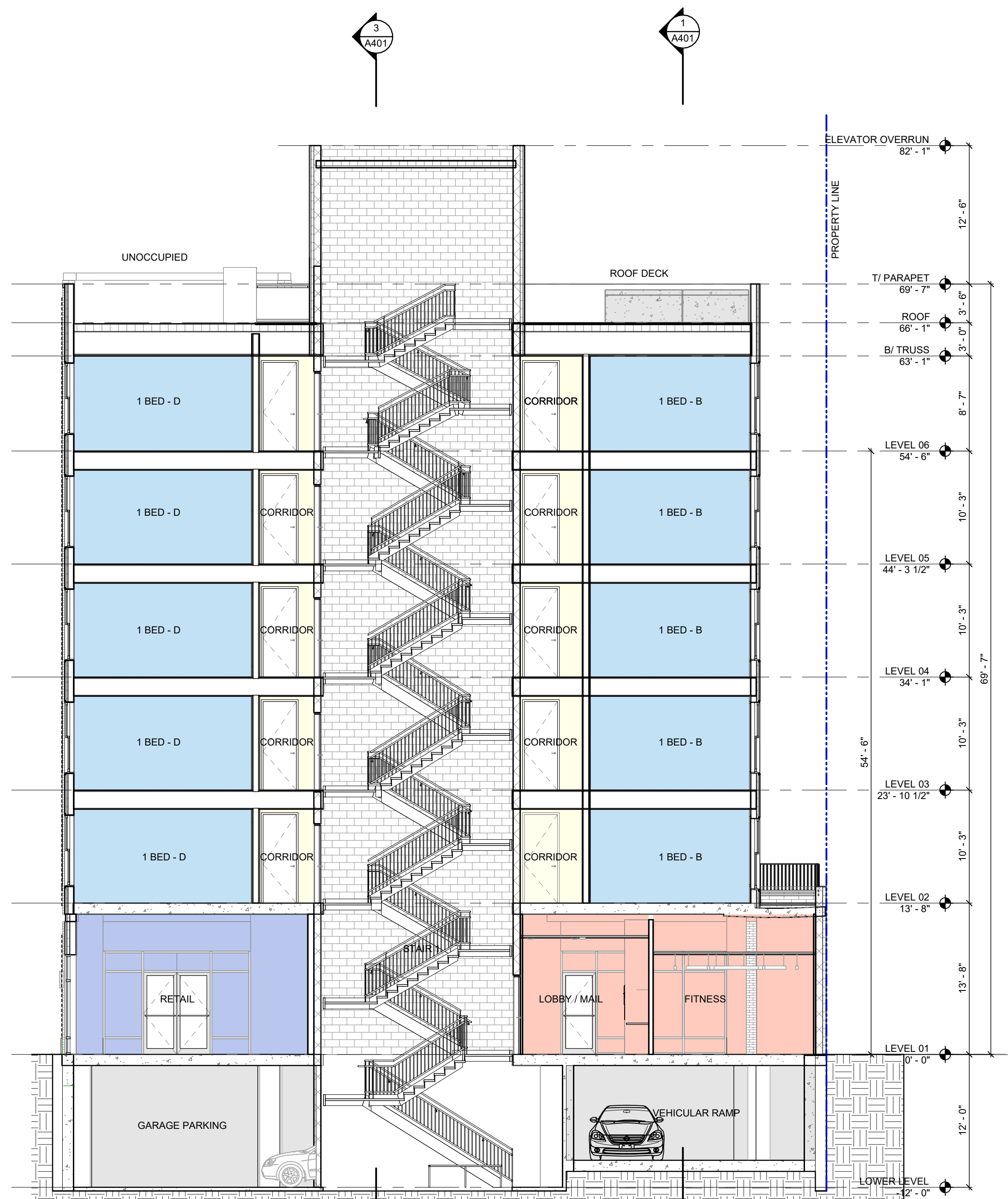
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NORTH & EAST BUILDING
ELEVATIONS

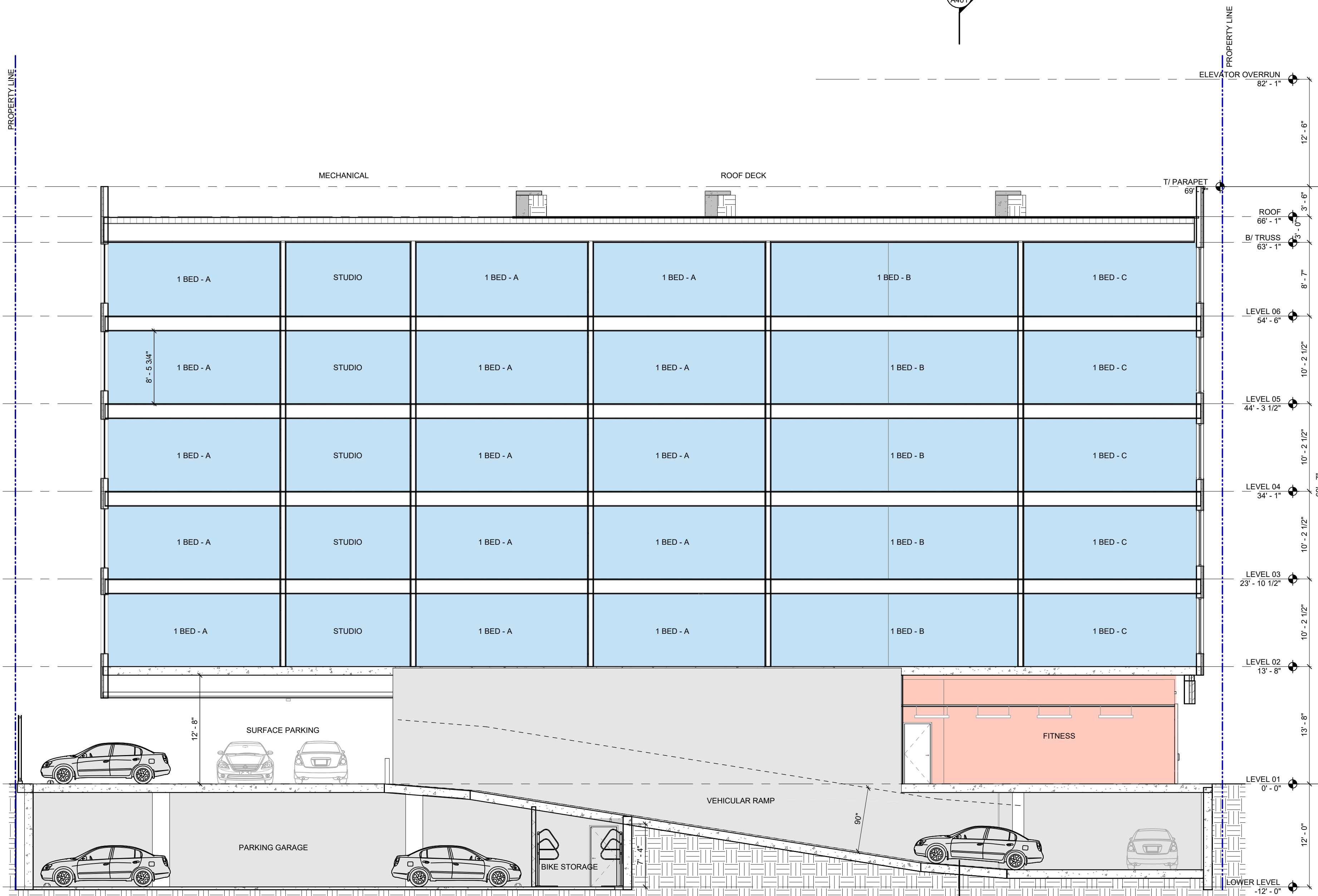
A302



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



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



1 BUILDING SECTION @ VEHICULAR RAMP (LOOKING SOUTH)
A401 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.



**Barr,
Anhut &
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ATTORNEYS AT LAW

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John M. Barr

Jesse O'Jack ~ Of Counsel
Tobias J. Lipski ~ Of Counsel
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

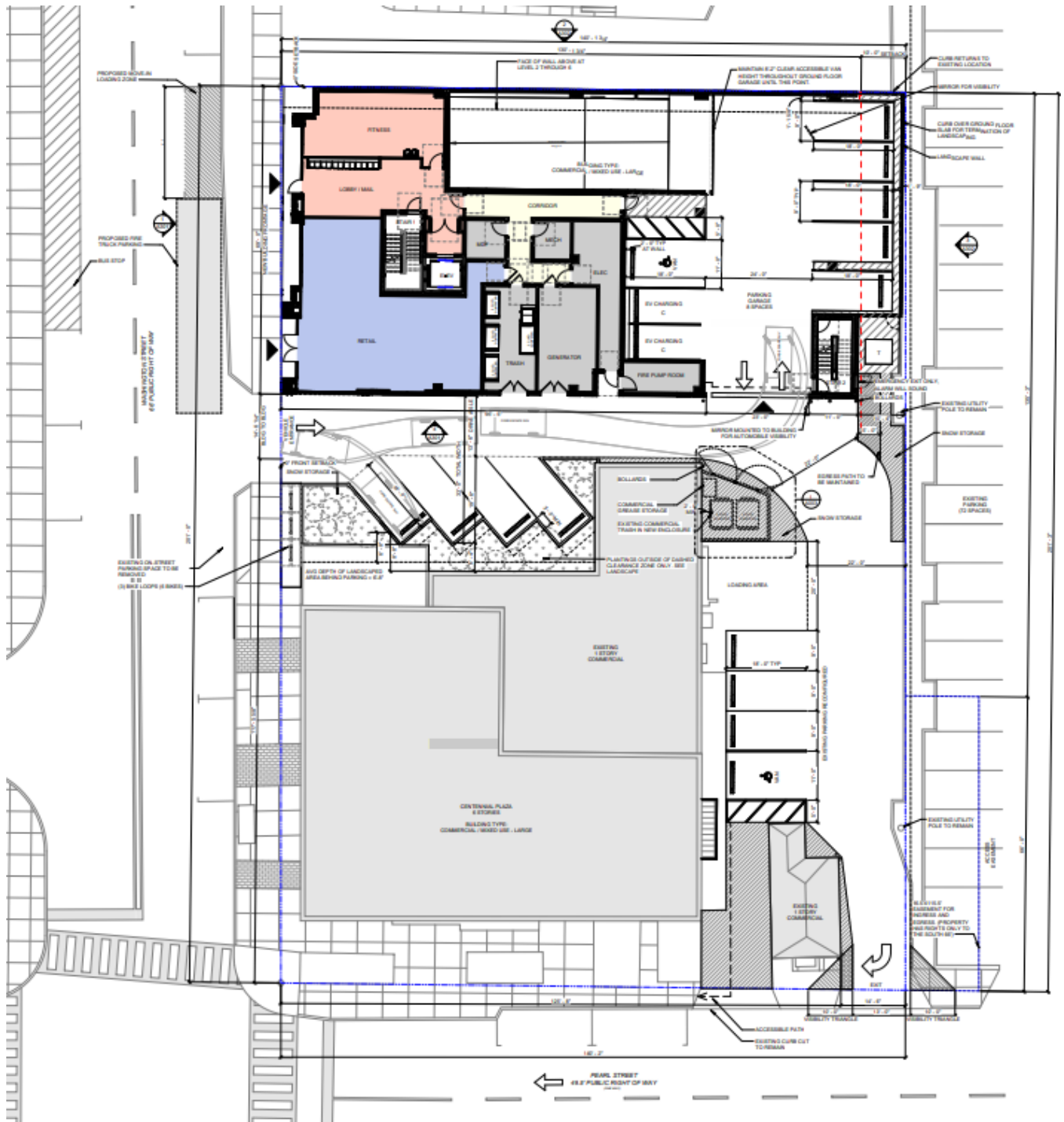


Figure 4: Photo of Site from N Washington St



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.

Screening & Landscaping (perimeter)	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
	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 (5'x8', 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



Resolution No. 2024-15
July 2, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti was approached by FedUp Ministries to provide funding for their operations; and

WHEREAS, the City of Ypsilanti realizes that FedUp Ministries provide needed services for a vulnerable population in the city.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council directs the Mayor and City Clerk to enter an agreement with FedUp Ministries and provide funding for operations.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

CONTRACT FOR SERVICES

This Agreement between the CITY OF YPSILANTI, a Michigan municipal Home-rule City of One South Huron Street, Ypsilanti, Michigan 48197, referred to as "CITY", and FEDUP MINISTRIES, A Domestic Nonprofit federal tax exempt 501c3 Corporation, whose address is 1501 W. Liberty St. Ann Arbor, MI 43103 referred to as "CONTRACTOR".

Background

The City of Ypsilanti (CITY) has a number of needy underserved residents in need of food, housing, sanitary and bathing facilities, job training and support services. FedUP Ministries has been providing and is now able to provide these services. In accordance with MCL 117.3(j) the City desires to contract with FedUp to provide these services for the public health, safety and welfare, and FedUp (CONTRACTOR) is ready, willing and able to provide the services. This Contract is to memorialize the terms of the agreement of the parties.

Contract

1. Contractor. The parties agree that CONTRACTOR is an independent contractor and has provided CITY a proposal to provide food, housing, sanitary and bathing facilities and support services to needy city of Ypsilanti residents ("The Services").
2. Agreement. CITY accepts the proposal (copy attached hereto and made a part hereof) and will partially fund the proposal for the services to the extent allowed by the funding provided by CITY. CONTRACTOR will extend its best efforts to secure additional funding. In any case CONTRACTOR will provide services to CITY in amount and value not less than a pro-rata share of the total Proposal price as funded by CITY.
3. Funding Amount. CITY will provide and pay CONTRACTOR funding in total amount of \$____, payable \$____ on signing of this contract and

\$_____monthly thereafter until the total funding has been paid. CITY supplied funds shall be used and expended only for services provided in the CITY.

4. Term of Contract. This contract shall start the day signed and continue for _____months.

5. Paperwork. CONTRACTOR is solely responsible for all registration and administrative paperwork associated with the program and will keep detailed records of all expenditure of CITY provided funds.

6. Accounting. CONTRACTOR will provide CITY written detailed accounting and reports of the expenditures of CITY supplied funds on _____, and at the end of the contract.

7. Standard of Performance. The CONTRACTOR shall perform the Contract faithfully and diligently and perform the services in a competent, professional, satisfactory and proper manner and during the Contract term or extensions thereof, use every best effort and endeavor to promote the interests of the CITY and devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently carry out and perform the Contract.

8. Termination. The parties understand and agree that the CITY or the CONTRACTOR may terminate this Contract at any time with 30 days' notice. Funding shall be pro-rated to date of termination.

9. Venue. This Contract is to be performed in Washtenaw County, Michigan, and all legal venues shall exclusively lie therein.

10. Independent Contractor. The relationship of the CONTRACTOR to the CITY is and shall continue to be that of an independent contractor and no liability or benefits such as worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

11. Waiver of Liability. The CONTRACTOR hereby waives any claim against the CITY and agrees not to hold the CITY liable for any personal injury or damage incurred by it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious intentional conduct of any employee of the CITY acting within the scope of their employment. It further agrees to hold the CITY harmless from any such claim by its employees or associates.

12. Indemnity. For the purpose of the hold harmless indemnity and insurance provisions contained in this Contract, the term "CITY" shall be deemed to include the

City of Ypsilanti and all other associated, affiliated, allied or subsidiary entities, or commissions, officers, agents, representatives and employees.

13. Insurance. The CONTRACTOR prior to commencing work shall provide at Contractor's own cost and expense the following insurance to the CITY in insurance companies licensed and/or approved in the State of Michigan, which insurance shall be evidenced by certificates and/or policies as determined by the CITY. All policies and certificates of insurance shall be approved by the Department of City Manager of the CITY prior to the inception of any work.

14. Cancellation. Each certificate or policy shall require that, thirty days prior to cancellation or material change in the policies, notice thereof shall be given to the CITY by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the CONTRACTOR and identify the contract number.

15. Worker's Compensation. Insurance with Michigan statutory limits and employers' liability insurance with minimum limits of \$100,000 each accident.

16. General Liability. Insurance with a minimum limit of liability per occurrence of \$500,000 Combined Single Limit (Bodily Injury/Property Damage) This insurance shall indicate on the Certificate of Insurance the following coverages:

- (a) Premises - Operations
- (b) Independent Contractor and Sub-Contractors
- (c) Products and Completed Operations
- (d) Broad Form Contractual
- (e) Broad Form Liability Endorsement

17. Protective Liability Insurance. Owners and Contractors. The CONTRACTOR shall provide a duplicate of the insurance policy to the City Manager. This insurance contract shall name the CITY as the additional insured and remain in effect until the contract is accepted by the CITY.

18. The insurance shall provide minimum limits of liability per occurrence of \$300,000. Combined Single Limit: Said insurance shall provide that the term "Owner" or CITY shall be deemed to include all authorities, boards, bureaus, commissions, divisions, departments, districts and offices of the CITY and the individual members, employees and agents thereof in their official capacities.

19. Conflict of Interest. The CONTRACTOR covenants that neither said corporation nor any officer, agent or employee of the corporation has any interest nor shall they

acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the Contract.

20. Compliance with law. The CONTRACTOR further agrees to perform this Contract in accord with all federal, state and local laws and will not discriminate against any person on the basis of race, sex, sexual orientation, color, national origin, religion, handicap status, heights, weight, marital status, or other criteria which is not relevant to the particular job.

21. Non-discrimination. The CONTRACTOR further agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability as set forth in the American's With Disability Act, age, height, weight, or marital status (except insofar as it relates to a bonafide or occupational qualification reasonable necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Agreement.

22. Living Wage:

- A. (1) Living Wages be paid according to the Ypsilanti Living Wage Ordinance No. 892 (The Ordinance), and
(2) Suitable notices be posted in the work place; and
(3) Evidence of compliance including payroll records be provided to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.
- B. In the event of violation of the provisions of The Ordinance or this contract this contract may be modified or terminated to comply with the provisions of The Ordinance, including withholding of moneys in amount equal to Living Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the contract provided to any person found to have violated the ordinance.
- C. Any employee shall have a separate cause of action to enforce the provisions of this contract and The Ordinance and any rights conferred under The Ordinance, in law and or equity, and any court of competent jurisdiction upon proper proof and the prevailing of the employee in such action, shall award actual damages, wage restitution, interest and actual attorney fees.
- D. The City shall have the right to enforce this contract and The Ordinance in law or equity by court process including specific performance.

23. Not in Default to City. The CONTRACTOR hereby certifies that the CONTRACTOR is not in default to the CITY, and that there are no unpaid taxes, real or personal, owed to the CITY by the CONTRACTOR, and the CONTRACTOR has no other unfulfilled obligations to the CITY and is compliance with all Ypsilanti City codes and ordinances. The parties understand that a breach of this provision is a material breach of the contract.

So, agreed.

Dated: _____

FedUp Ministries

By:

City of Ypsilanti

Nicole Brown, Mayor

Tracey Boudreau, City Clerk

Approved as to form

John M. Barr
Ypsilanti City Attorney

FedUp Ministries		
Summer Program 2024 - 5 month Budget (June- Oct)		
	Summer Program Expenses	Notes
Start-Up: Kitchen remodel/equipment	\$1,500	New fridge, and other major appliances
Space Rental	\$5,500	CFLC + Growing Hope
Food Costs	\$21,000	Food purchases only
Utilities	\$12,667	DTE, YCUA, Propane, Generator Gas, Trips to KOA for Shower Trailer
Food Service Supplies	\$4,167	Earth-friendly packaging
Licensing/Cert	\$0	No additional cost for summer programming
Equipment Maintenance/Repair	\$1,500	Breakdowns in regularly used equipment such as generators
Insurance	\$835	Special riders for city of Ypsi, Growing Hope, CFLC
Personnel Costs		
<i>Memo:</i>		
<i>Administrative/Finance</i>	<i>\$14,950</i>	
<i>ED</i>	<i>\$25,317</i>	Pastor Anna
<i>Program Coordination</i>	<i>\$31,250</i>	HQ Program Coordinator, Harm Reduction Coordinator, Meal Program Coordinator, WashUp Program Coordinator
<i>Program Staff</i>	<i>\$46,667</i>	Cross Trained Staff: Open/Closing Showers, Kitchen Prep and Meal Service on Truck, Volunteer Management
<i>Fringe</i>	<i>\$23,637</i>	Taxes, Benefits
Total Personnel & Fringe	\$141,820	
Total Program Expenses	\$188,988	
	Summer Program Funding	
Detroit Office of the ELCA Southeast Michigan Synod	\$20,000	Pastor Anna's Salary
Summer Camp Catering	\$40,000	Catering Income
Special Event Catering	\$35,000	Food Truck and Event Income
Grants	\$30,000	Grants include - Church grants, health related grants
Individual Donations	\$14,000	
City of Ypsilanti	\$50,000	
Total Funding Sources	\$189,000	



REQUEST FOR LEGISLATION
July 2, 2024

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Resolution No. 2024-156, approving an Administrative Services with the Downtown Development Authority.

SUMMARY & BACKGROUND:

Prior to 2024 the City of Ypsilanti through the administrative services contract, provided both the Director and administrative staff at a yearly cost.

Neither the City or the DDA wish to continue this manner. The DDA now, contracts individually with a Director and has the authority to both hire and fire the employee without consent from the City. However, both the DDA and City are interested in hiring an administrative employee that will be funded equally by the DDA and City. The employee will dedicate equal time to both the DDA and City and be under the supervision of the DDA Director and Community Services Director.

This agreement would provide consent by both parties in the function and hire of this employee.

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Admin Resolution
2. YDDA Administrative Services Contract 2024 - Approved by DDA

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: July 2, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti and the Ypsilanti Downtown Development Authority have held an administrative services agreement to provide staffing for the DDA; and

WHEREAS, the DDA wishes to have complete control of the DDA Director, which has been agreed upon by the City; and

WHEREAS, the previous agreement provided for administrative assistance to the DDA by City employees; and

WHEREAS, the function on of the current administrative services contract is no longer relevant on services provided by the City to the DDA; and

WHEREAS, The City and the DDA have negotiated splitting the costs of an FTE, with the DDA being invoiced annually for the service.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council directs the Mayor and City Clerk to enter an Administrative Services Contract for 24 months for the Community and Economic Development Department to be employed by the Ypsilanti DDA as the Executive Director and administrative services.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

CONTRACTUAL SERVICES AGREEMENT

This Intergovernmental Contractual Services Agreement (the "Agreement") is made between the **Ypsilanti Downtown Development Authority** ("YDDA") a public body corporate, pursuant to Section 202 of 2018 PA 57, whose address is 1 South Huron Street, Ypsilanti, MI 48197, and the **City of Ypsilanti** ("City") a Michigan Home Rule City, pursuant to 1909 PA 279, whose address is 1 South Huron Street, Ypsilanti, MI 48197. The YDDA and the City are sometimes collectively herein referred to as the parties or the party if in the singular.

GENERAL RECITALS

Whereas, the City is a Michigan Home Rule City and the YDDA is a Downtown Development Authority created by the City. The YDDA is a public body corporate vested with all of the powers implied and expressed in law, including the power to contract. The parties are authorized to enter into this Agreement pursuant to 1967 PA 7 (Ex. Sess.) and 1967 PA 8 (Ex. Sess.);

Whereas, prior to 2016, the day-to-day administrative duties of the YDDA was handled by the DDA Director. Since 2016, the YDDA has contracted with the City to provide the day-to-day administrative duties of the YDDA;

Whereas, the YDDA is desirous of the City performing the duties set forth herein and the City agrees to perform those services subject to the terms and conditions contained herein;

Whereas, Nothing in this Agreement shall alter the intergovernmental agreement between the DDA and City of Ypsilanti (Resolution No. 2022-044 of February 15, 2022);

Now, therefore, in consideration of the promises of the parties and of the mutual benefits to be derived from the observance of the covenants in this Agreement, the parties agree as follows:

Section 1 Assignment of City Staff

The City Manager shall assign a City employee to provide a minimum of twenty (20) hours per week of administrative work to the DDA ("City Employee"). The City Manager shall notify the YDDA of any personnel changes within thirty (30) days or sooner if possible. The City Employee shall prepare annual budgets and reports as required by statute or other authority for the approval of the YDDA Board and City, as required by law. The City shall provide an accounting of time spent on YDDA activities by the City Employee by the last day of each month.

The City Manager upon written approval of the DDA Director may also authorize support from other City departments including, but not limited to, the Department of Public Services, Ypsilanti Police Department, and Ypsilanti Fire Department. The cost of the other City departments shall be mutually agreed upon by the City Manager and the DDA Director prior to those departments performing any services. The cost of the other City departments performing the services to the DDA shall be in addition to the amount of compensation paid by the DDA to the City for the City

Employee. The City shall provide an accounting of time spent on YDDA activities by City departments by the last day of each month.

Section 2

City's Status of Independent Contractor

The YDDA and City enter into this Agreement at arms' length. The City at all times shall be considered an independent contractor for all purposes under this Agreement, including the performance of Services. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership or employer/employee relationship between the parties. Neither the YDDA nor the City shall hold itself out as a representative or agent of the other party. Neither the YDDA nor the City has the right and neither shall seek to exercise any control over the other party, its employees or its agents. The City, and its employees assigned to the provide services hereunder shall not be deemed employees or joint employees of the YDDA for any purpose. The City retains the sole right and authority to recruit, hire, promote, discipline, demote, discharge, determine rates of pay for, establish the terms and conditions of employment of, and/or to direct and control the manner in which its employees discharge their professional and work duties. The City retains the sole right and authority to decide at what times it will provide services under this Agreement. The City shall be solely responsible for all employee wages, timesheets, payroll deductions, federal and state taxes, unemployment compensation contributions, social security taxes, and benefits of its employees. Neither the City nor its employees or agents are entitled to receive any benefits, including, but not limited to, salary, vacation pay, sick leave, retirement benefits, social security, workers' compensation, health, disability, unemployment, and other similar costs that the YDDA may provide to its employees. It is understood that the YDDA will not provide and shall not be responsible for worker's compensation coverage for the City. Responsibility for providing such coverage remains solely with City. When rendering services, the City employees act solely as the agents of the City.

Section 3

Conflicts of Interest

Both parties have historically recognized that there could be some inherent conflicts of interest in the performance of this Agreement and this Agreement is aimed to correct some of those flaws. The parties agree that if a conflict of interest of a substantial nature should arise, that either party recognizing such conflict shall notify the other party of the conflict and the parties shall determine a proper course of conduct to settle the conflict, including the hiring of an outside entity to perform the administrative functions of the YDDA.

Section 4

Standard of Practice

The City shall provide the services set forth herein to the DDA in accordance with the standards of professional conduct and care that are normally required by the City Employee and City staff while executing their services on behalf of the City.

Section 5

Review of City Staff Performance

The DDA Director, the DDA Executive Committee, and the Community Services Director shall meet as necessary to evaluate the performance of the City Employee and City departments assigned to perform the duties and responsibilities set forth herein based upon the YDDA's strategic goals and priorities. The DDA Director shall thereafter notify the City Manager in writing of their findings and recommendations. The YDDA Board may authorize performance-based compensation to the City Employee and staff of the City departments performing services hereunder for exceptional work as a result of these performance evaluations.

Section 6

Training

The YDDA Chair ("Chair") and City Manager shall mutually agree on the training and professional development of the administrative support staff. Unless otherwise agreed to in writing, the YDDA shall pay all expenses associated with the training or professional development that is approved by the Chair and the City Manager. The cost of training and professional development shall be in addition to the cost set forth in Section 8 herein.

Section 7

YDDA Office Space, Email, Phone, and Webpage

The City agrees to provide the YDDA with office space at 1 South Huron Street, Ypsilanti, MI 48197, which shall be open to the public during normal City hours and at others times necessary for the DDA to perform its functions and duties as authorized by 2018 PA 57. Additionally, the City shall provide the DDA with dedicated email addresses, and dedicated phone numbers.

Section 8

Compensation

The YDDA will pay the City \$25,000 per year for compensation of the City Employee providing the administrative support to the YDDA, the YDDA office space, the dedicated email addresses, and the dedicated phone numbers. The City will also provide 50% of the benefits package offered to the employee.

The Twenty-Five Thousand Dollars (\$25,000) per year compensation paid to the City by the YDDA shall increase on July 1, 2025, and every subsequent July 1 thereafter, the employee will receive the same cost-of-living adjustments as a City of Ypsilanti FTE for carrying out the duties set forth herein. The DDA and the City will each provide 50% of the cost-of-living adjustments annually. The DDA will also provide 50% of the benefits package offered to the employee.

Section 9 Term

Unless terminated earlier as provided herein, this Agreement shall be effective on July 1, 2024, and shall terminate on its terms on July 1, 2028, unless extended in writing by the parties.

Section 10 Termination

This Agreement may be terminated prior to its terminating on its terms by:

- a. The parties may mutually terminate this Agreement in writing at any time.
- b. The City providing the YDDA 120 days written notice.
- c. The YDDA providing the City 30 days written notice.
- d. Either party for a material and substantial breach of this Agreement by the other party, or in the event of a conflict of interest that would prohibit the continuation of the services performed herein.

In the event that this Agreement is terminated as provided above, the YDDA shall pay the City all amounts owed for services provided through the date of termination.

Section 11 Indemnification

To the fullest extent allowed by law, neither party shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the other party or the other party's employees or agents in the performance of this Agreement.

Section 12 Miscellaneous Provisions

1. **Improper Influence.** Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
2. **Time.** Time is of the essence in this Agreement.
3. **Survival.** The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.
4. **Amendment.** The City and the YDDA may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each party, and approved by the City's and YDDA's

governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or the YDDA from its obligations under this Agreement.

5. **Governing Law; Venue.** This Agreement shall be governed in all respects by the laws of the State of Michigan, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with this Agreement may be instituted and maintained only in a court of competent jurisdiction in Washtenaw County, State of Michigan.

6. **Non-Waiver.** No failure on the part of the City or the YDDA to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the City or the YDDA of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the City or the YDDA at law or in equity.

7. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

8. **Assignment.** Neither the City nor the YDDA shall assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the other party.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the City and the YDDA concerning the subject matter of this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties with respect to this Agreement.

10. **Notice.** Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

To City:

City of Ypsilanti
Attn: City Manager
1 South Huron Street
Ypsilanti, Michigan 48197

To YDDA:

Ypsilanti Downtown Development Authority
Attn: DDA Director
1 South Huron Street
Ypsilanti, Michigan 48197

12. **No Third-Party Beneficiaries.** This Agreement is exclusively between the City and YDDA and does not nor is it intended to create any privity of contract with any other party not a party hereto, nor to imply a contract in law or in fact with any other party not a party hereto. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement.

13. **Severability.** The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality or contravention shall not affect any other sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause or word had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly.

14. **Required Information and Further Assurances.** The parties agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

15. **Construction.** This Agreement has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the parties hereto. This Agreement therefore shall not be construed against any party to this Agreement.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17. **Captions and Bylines.** The captions and bylines used in this Agreement are for the convenience of reference only and in no way define, limit or describe the scope of intent of any provision of this Agreement.

18. **Authorization.** Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, the undersigned have set their hands:

For the CITY OF YPSILANTI

Nicole Brown, Mayor

Date: _____

Andrew Hellenga, City Manager

Date: _____

For the YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY

Ylondia Portis, DDA Chair

Date: _____



REQUEST FOR LEGISLATION
July 2, 2024

For: Mayor and City Council

From: Bonnie Wessler, DPS Director

Subject: Resolution No. 2024-157, approving an an amendment to the agreement with Michigan Department of Natural Resources for Frog Island.

SUMMARY & BACKGROUND:

The City was awarded a MDNR Natural Resources Trust Fund grant for accessibility and parking improvements at the north end of Frog Island Park. Due to capacity challenges, progress has been slower than initially anticipated. This agreement extends the project.

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

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Resolution No nFrog
2. PrintContract_53760_134

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: July 2, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-157
July 2, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City was awarded a Michigan Natural Resources Trust Fund grant for the planned accessibility work at Frog Island; and

Whereas, the timeline has changed since the initial award; and

Whereas, the Department of Natural Resources has presented a project amendment agreement to extend the timeline;

Now therefore be it resolved that the Ypsilanti City Council approves the Project Agreement Amendment and authorizes City Manager to sign.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



MICHIGAN DEPARTMENT OF NATURAL RESOURCES-GRANTS MANAGEMENT

MICHIGAN NATURAL RESOURCES TRUST FUND AGREEMENT AMENDMENT

Organization:	City of Ypsilanti
Project Title:	Frog Island Trailhead Accessibility
Project Location:	Washtenaw
Project Number:	TF21-0187
Amendment Number:	1

This is an amendment to the Agreement entered into between the Michigan Department of Natural Resources ("DEPARTMENT") and the City of Ypsilanti in the county of Washtenaw County for the Michigan Natural Resources Trust Fund grant number TF21-0187.

The purpose of this amendment is to:

- extend the end date of the project period from 07/31/2024 to 07/31/2025 to allow for more time to complete the project.

A. The DEPARTMENT and the GRANTEE mutually agree to amend the Agreement as follows:

- The time period allowed for project completion is 07/20/2022 through 07/31/2025, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
- Submit a complete request for final reimbursement within 90 days of project completion and no later than 10/30/2025. If the GRANTEE fails to submit a complete final request for reimbursement by 10/30/2025, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.

B. All other provisions of the Agreement shall be continued in full force and effect.

C. The amendment may be executed separately by the parties and is not effective until both the GRANTEE and the DEPARTMENT have signed it.



D. This amendment modifies an Agreement which was approved by resolution of the GRANTEE'S governing body as evidenced by the resolution attached to the Agreement. It is the sole responsibility of the GRANTEE to determine if its laws, policies, or procedures require approval by its governing body before execution of this amendment by the GRANTEE. By signature of this amendment, the GRANTEE certifies that:

1. Approval of the amendment by its governing body is not required, or
2. The amendment has been approved by resolution (true copy attached) of the

_____, _____ meeting of the _____
(date) (special or regular) (name of approving body)

GRANTEE

SIGNED

WITNESSED

By: _____

By: _____

Title: _____

By: _____

Date: _____

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

WITNESSED

By: _____

By: _____

EFFECTIVE DATE: _____

By: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Kamal Hadden was born and raised in Ypsilanti, and grew up on the South side of the city, in Ward 1. He is the youngest son of Ypsilanti native, Jeanette Hadden and Kahil Hadden of Detroit Michigan. Kamal is the youngest of five siblings; Kelsey, Ashley, Erica and Karon, and the uncle of four nephews and two nieces, and

WHEREAS, Kamal Hadden attended Ypsilanti Public Schools, until transferring to River Rouge High School, where he was a star football and basketball athlete earning a letterman jacket. With a record of 11-3, Kamal and his team won the league title in 2018, earning All-Conference honors as a senior, and

WHEREAS, Kamal Hadden attended Independence Community College in Independence, Kansas, after being deemed a non-qualifier for Division I college football and shined; 21 tackles, an interception, and eight pass breakups in his freshman year. (COVID-19 canceled Kamals sophomore year season), and

WHEREAS, Kamal Hadden briefly attended and played football for Auburn University. From Auburn he transferred to The University of Tennessee Knoxville, where he played 23 games, starting in 15, amassed 87 tackles, 5.5 tackles for loss, and two forced fumbles. Notable pass defense stats of 18 pass deflections and six interceptions, highlights his impact in the secondary, and

WHEREAS, Kamal Hadden played his final college football season at the University of Tennessee in 2023. A leader in pass defense, he led his team with three interceptions and 11 pass deflections, including a dynamic 28-yard interception return for a touchdown, and

WHEREAS, Kamal Hadden graduated from the University of Tennessee Knoxville, with a degree in communication studies in August, 2023, and

WHEREAS, Whereas Kamal Hadden was the 6th Round, 211th pick of the 2024 NFL Draft and signed a professional contract with the #1 NFL team, the Kansas City Chiefs, and

WHEREAS, Kamal takes pride in giving back to his community. He faithfully gives his time to local youth whenever he is home visiting. From telling his story to inspire young people, to reading books to youth, Kamal Hadden is committed to continuing his work in the community and being an example to the younger generations and showing them that with hard work, dedication, focus and drive, anything is possible; therefor be it

RESOLVED THAT, the City of Ypsilanti, does hereby honor and recognize Kamal Hadden for his accomplishments, his dedication to giving back to his City, and his commitment to the youth of Ypsilanti.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



Resolution No. 2024-159
July 2, 2024

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.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



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 2024-25) (Res.)

Dept./Div.	Ordinance Sec. No.	Type of Fee	2023/24 Fee (\$)	2024/25 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
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 up to \$1,000,000 in Building Value	11	11
		For building values over 1,000,001 to \$5,000,000 in Building Value	0	10
		For building values over \$5,000,001 and above in Building Value	0	9
		Demolition Permit	70	90
		First \$1,000 of work contract or less	11	11
		Application for Trade Permits	0	30
		Plumbing Permit (per inspection/service/unit/appliance)	70	75
		Electrical Permit (per inspection/service/panel/unit)	70	75
		Mechanical Permit (per inspection/service/system/unit/appliance)	70	75
		Sign Permit	100	105
	18-52	Building Blight		75
	18-115	Property Maintenance Blight		75
	94-193	Outdoor Café, Restaurant, and Beer Garden Annual Fee	75	90
		All other permit (minimum fee)	70	80
	14-13	Domestic Fowl and Bee permit application	25	25
		Residential builders, alteration and maintenance	32	35
		Sign contractor license/registration	32	35
		Electrical contractor	32	35
		Plumbing contractor	15	20
		Mechanical contractor	15	20
	18-31(b)	Appeals to Building Board of Appeals per structure	County fees + 52	County fees + \$55
		Residential	50	50

Dept./Div.	Ordinance Sec. No.	Type of Fee	2023/24 Fee (\$)	2024/25 Fees (\$)					
		Address Assignment	100/Per address or 500/per development	100/Per address or 500/per development					
		Special Use permit	400	750					
		Designation of Special Nonconforming Status	400	750					
		Temporary Use-Concession Sale Review	50	60					
		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+*	2000+*					
			*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					
		Meeting Fees: any development that requires over 3 meetings with staff shall pay a per meeting fee based on scale.		150					
		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	1000					
	54-81	Historic District work permit application fee	45+*	48+*					
			*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	60					
		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	2023/24 Fee (\$)	2024/25 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	2023/24 Fee (\$)			2024/25 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					
		Building Regulations	1st	2nd	3rd	1st violation	2nd violation	3rd violation					
	18-52	State construction code	\$50,	\$100,	\$200,	\$75	\$150	\$300					
	18-92	Property maintenance code	\$50,	\$100,	\$200, \$225	\$75	\$150	\$300, \$350					
	18-115	Violations generally	\$50,	\$100,	\$200,	\$75	\$150	\$300					
	18-134 A&B	Allow occupancy without certificate of compliance	\$100	\$300	\$500	\$200	\$400	\$500					
		Environment & Nuisance	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,	\$75,	\$150,	\$300,					
	50-34	Fire Prevention Code (when designated as blight violation)	\$100,	\$300,	\$500,	\$100,	\$300,	\$500,					
		Solid Waste	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	\$25	\$50	\$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					
		Snow Removal	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	2023/24 Fee (\$)			2024/25 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					
		Vegetation	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	\$75, \$100 after 10 business days	\$150, \$1175 after 10 business days	\$300, \$325 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											
		Zoning Violations	1st violation	2nd violation	3rd violation	1st violation	2nd violation	3rd violation					

Dept./Div.	Ordinance Sec. No.	Type of Fee	2023 /24 Fee (\$)			2024 /25 Fees (\$)							
	122-375	Zoning	\$50,	\$100,	\$200, \$225	\$100,	\$200,	\$500					
			\$75 after 10	\$125 after	after 10	\$125 after 10	\$225 after 10						
			business	business	business	business	business						
			days	days	days	days	days						
		AHB Ordinance Costs											
		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	2023/24 Fee (\$)	2024/25 Fees (\$)					
		Administrative Hearings Bureau (AHB) Costs Formal	250	250					
		Administrative Hearings Bureau (AHB) Costs Informal		125					
		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	75					

Dept./Div.	Ordinance Sec. No.	Type of Fee	2023/24 Fee (\$)	2024/25 Fees (\$)					
		Motion to Set Aside Default	50	50					
		Right of Way permit (storage of materials/pods)	25/week residential; commercial see parking rental	25/week residential; commercial see parking rental					
		Right of Way permit (sidewalk repair/replacement)	50	50					
		Right of Way permit (not in roadway, includes; driveway approach repair replacement, new sidewalk installation, curbcut repair, boring/trenching)	100	100					
		Ridght of Way permit (Aerial)	200	200.00					

Dept./Div.	Ordinance Sec. No.	Type of Fee	2023/24 Fee (\$)	2024/25 Fees (\$)					
Department of Public Services		Right of Way permit (roadway, including NEW curbcuts)	250.00	250.00					
		Right of Way permit (street closure major streets)	\$2,500/day per lane	\$2,500/day per lane					
		Right of Way permit (street closure local streets)	\$1,000/day per lane	\$1,000/day per lane					
		Stump removal	25	25.00					
		Penalty fee for failing to apply for Right of Way permit before work begins. Fee is in addition to permit fee.	TRIPLE INITIAL PERMIT FEE or 150, whichever is greater	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)	\$ 3,000	3,000.00					
		property line to 1/2 pavement width	\$ 5,000	5,000.00					
		property line to full pavement width	\$ 10,000	10,000.00					
		Existing utility repair/modification	\$ 3,000	3,000.00					
		New utility installation	\$ 5,000	5,000.00					

Dept./Div.	Ordinance Sec. No.	Type of Fee	2023/24 Fee (\$)	2024/25 Fees (\$)					
	94-112	each boring pit	\$ 1,000	1,000.00					
		Moving building, license application fee (*Owner also responsible for materials used)	320+*	320+*					
		Recycle carts - each	\$ 75	75.00					
		Trash Stickers	2.50	2.50					
		Bulk Item stickers	20.00	20.00					
	110-77	Freon Removal stickers	35.00	35.00					
		Manufactured Fertilizer Commercial Applicator	25	25.00					
		Small Cell Wireless Facilities Deployment							
		When such deployment will require a new or replacement pole in right of way	300	300.00					
		When such deployment will not require a new or replacement pole in right of way	200	200.00					
		For zoning applications to install or modify a wireless support structure in right of way	1000	1,000.00					
		To install or modify a small wireless facility outside the right of way	500	500.00					
		Annual rent: per small cell wireless facility per year	20	20.00					
		Annual rent: For utility pole or support structure erected by or on behalf of a wireless provider after March 12, 2019	125	125					
		ABATEMENT							
		Mowing; 10-12"	\$80 per 50x100 lot; charged in whole unit increments (ex, a 50x115 lot would be charged two increments)	\$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 increments (ex, a 50x115 lot	\$120 per 50x100 lot; charged in whole unit increments (ex, a 50x115 lot would be charged					
		Weed/brush hog	\$300 per hour	\$300 per hour					
		Cut brush removal	\$100 per cubic yard	\$100 per cubic yard					
		Furniture removal	\$225 per cubic yard	\$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	\$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,	\$125 per visit per 50' frontage, charged in whole					
		Administrative Fees							
		Administration fee (monthly billings & special service invoices)	10% for annual amounts less than \$25,000	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%					
		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. Contact each facility directly for reservations, terms and conditions						
		Senior Center (2 hr min.)	75/hr + 200 Deposit	75/hr + 200 Deposit					
		Parkridge Community Center (3 hr. min.)	150/3hr 50 for each additional hr	150/3hr 50 for each additional hr					
		Rutherford Pool							
		SINGLE ENTRY							
		Youth (ages 3-17)	4.00	4.00					
		Adults (ages 18-54)	5.00	5.00					
		Youth during Family Swim	3.00	3.00					
		Seniors (ages 55 and above)	4.00	4.00					
		SEASON PASSES							
		Individuals (12yrs and above)	125.00	125.00					
		Seniors (ages 55 and above)	90.00	90.00					
		Family (includes tot splash)	285.00	285.00					
		PUNCH CARD PASSES (5 ENTRIES)							
		Youth (ages 3-7)	16.00	16.00					
		Adult (ages 18-54)	20.00	20.00					
		Seniors (ages 55 and above)	16.00	16.00					

Dept./Div.	Ordinance Sec. No.	Type of Fee	2023 /24 Fee (\$)	2024 /25 Fees (\$)					
		TOT SPLASH	2.50/child	2.50/child					
		(Free with family season pass)							
		Freighthouse Plaza							
		Damage deposit (refundable, due 14 days in advance)	200.00	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.							
Parks		Default: Any person in default for 30 days or more shall be ineligible for a park reservation, special event permit, noise permit, street closing permit or city facility rental for eighteen months							
	78-125								
		Gazebo Rental (Riverside Park)	200/first 2 hours	200/first 2 hours					
		Amphitheater Rental (Frog Island Park)	200/first 2 hours	200/first 2 hours					
		Pavilion Rental (resident)	100/first 2 hours	100/first 2 hours					
		Pavilion Rental (nonresident)	150/first 2 hours	150/first 2 hours					
		Each Additional Hour of Pavilion Rental	50 per hour	50 per hour					
		Riverside Park Key (refundable deposit)	50	50					
		Water Utility Fee (refundable deposit)	50	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	2023/24 Fee (\$)	2024/25 Fees (\$)					
Special Event Parking	10-312 /10-268	Parking Space Rental/per day	25 (commercial non-metered) / 50 (commercial metered)	25 (commercial non-metered) / 50 (commercial metered)					
		Parking Officer	50/hour	50/hour					
		Parking Lot Rental (Class 1 and 2 Events)	350/day & up	0					
		Parking Lot Rental (Class 3 and 4 Events)	1500/day and up	0					
		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.							
		Labor Fees							
		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	2023/24 Fee (\$)	2024/25 Fees (\$)					
Special Event		Dispatch Supervisor	96/hr	96/hr					
		Dispatch	39/hr	39/hr					
		Firefighter	40/hr	40/hr					
		Firefighter Officer	48/hr	48/hr					
		DPS Operator	100/hr	100/hr					
		DPS Supervisor	150/hr	150/hr					
		Administrative Fees							
		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%)							
		Equipment: Police & Fire							
		Mobile Command	13	13					
		Police Cruiser	9	9					
		Class 1 Engine	495	495					
		Aerial Truck	715	715					
		Support Vehicle	165	165					
		Equipment: Department of Public Services							
		Traffic control devices	\$25 per item per day	\$25 per item per day					
	10-268								
		Special Events Application Fee (nonrefundable)	35	35					
		Event Fees							
		Class 4a events (alcohol or marihuana, more than 10,000 participants)	2500/day	2000/day					
		Class 4 events (more than 10,000 participants)	2000/day	1500/day					
		Class 3a events (alcohol)	1500/day	1250/day					
		Class 3 events	1000/day	600/day					
		Class 2 events	\$ 500	\$ 350					
		Class 1 events	\$ 250	\$ 250					
		Local Street Closure Permit (per street) (per day)	\$ 500	\$ 350					
		Major Street Closure Permit (per street) (per day)	\$ 1,500	\$ 1,000					
		Recurring Event Permit		See Special Events Policy					
		Wedding Permit		See Special Events Policy					
		Noise Permit	\$ 500	\$ 150					
		Sign/Banner Permit Application	\$ 50	\$ 50					
		Banner installation & removal fees (non-refundable, due 30 days in advance)	\$50/banner, \$500 min	\$50/banner, \$500 min					
		Security Deposit							

Dept./Div.	Ordinance Sec. No.	Type of Fee	2023/24 Fee (\$)	2024/25 Fees (\$)					
		Class 4a events (alcohol or marihuana, more than 10,000 participants)	\$ 10,000	\$ 6,000					
		Class 4 events	\$ 5,000	\$ 5,000					
		Class 3a events (alcohol or marihuana, less than 10,000 participants)	\$ 7,500	\$ 4,000					
		Class 3 events	\$ 2,000	\$ 2,000					
		Class 2 events	\$ 500	\$ 500					
		Class 1 events	\$ 500	\$ 250					
		Surety bond in lieu of damage deposit (subject to City Attorney approval)	\$ 25,000	\$ 25,000					
		Capital Park Improvement Fee							
		Class 1 events							
		Class 2 events							
		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	500/Day	500/Day					
		Class 3 events	250/Day	250/Day					

Dept./Div.	Ordinance Sec. No.	Type of Fee	2023/24 Fee (\$)	2024/25 Fees (\$)					
		Class 2 events	50/day	50/day					
		Class 1 events	50/day	50/day					
		Utility Fee-Water							
		Class 4 events	250/day	250/day					
		Class 3 events	250/day	250/day					
		Class 2 events	20/day	20/day					
		Class 1 events	20/day	20/day					
		Trash and Clean Up							
		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%	\$250, plus actual cost + 15%					
		Trash per cubic yard	\$100 per cubic yard of bagged trash;	\$100 per cubic yard of bagged trash; additional					
		Site Restoration							
		Failure to restore site by 1:00 p.m. day following event	200/day	200/day					
		City site restoration	\$500, plus actual cost + 15%	\$500, plus actual cost + 15%					
Marijuana Facilities									
	22-205	Marijuana Facility Application	5000	5000					
	22-205	License Revocation Appeal	1100						
	22-205	Relocation Application	5000	5000					
	22-205	Application Renewal	5000	5000					
Freighthouse			Private Resident/Private Non-Resident/Government/Public Community Nonprofit	Private Resident/Private Non-Resident/Government/Public Community Nonprofit					
		Entire Building -Weekdays	\$100/\$200/\$50/\$50	\$150/\$300/\$50/\$75					
		Entire Building - Weekends	\$200/\$300/\$100/\$150	\$350/\$500/\$100/\$175					
		Great Hall Only - Weekdays	\$50/\$100/\$50/\$50	\$100/\$200/\$20/\$75					
		Great Hall Only - Weekends	\$75/\$150/\$100/\$50	\$150/\$200/\$100/\$125					
		Café and Kitchen Only - Weekdays	\$50/\$100/\$50/\$50	\$100/\$200/\$50/\$75					
		Café and Kitchen Only - Weekends	\$75/\$150/\$100/\$100	\$150/\$200/\$100/\$125					
		Weddings - Weekdays	\$100/\$200	\$150/\$300					
		Weddings - Weekends	\$250/\$300	\$150/\$200/\$100/\$125					
Fire	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	2023/24 Fee (\$)	2024/25 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	2023/24 Fee (\$)	2024/25 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 previous fine	Add \$200 to previous fine					
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					
City Manager	102-255	Truck Route Special or Emergency Exception Permit	150	150					

[illegible]

Dept./Div.	Ordinance Sec. No.	Type of Fee	2023/24 Fee (\$)		2024/25 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	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



Resolution No. 2024-159
July 2, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or three (3) members of Council.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE: