



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, March 4, 2025 @ 7:00 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197**
[Launch Meeting - Zoom](#)

I. CALL TO ORDER

II. ROLL CALL

III. A MOMENT TO CENTER AND FOCUS

IV. AGENDA APPROVAL

V. PUBLIC COMMENT - 45 MINUTES TOTAL (3 MINUTES/EACH SPEAKER)

VI. PRESENTATIONS

- A. Peacenic Community Transformation Coalition
- B. Dark Sky Compliance presented by Planning Commission

VII. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. Resolution No. 2025-037 Approving the minutes of the meeting of February 18, 2025.
- B. Resolution No. 2025-038 Approving the request to waive the park rental fees of \$1,085, police field services fees of \$1,913, and administrative fees of \$191.30, totaling \$3,189.30 for the Peacenic Festival 2025.
- C. Resolution No. 2025-039 Approving the request to waive the park rental fees for A Brighter Way Barbecue 2025 in the amount of \$1,785.
- D. Resolution No. 2025-040 Honoring the heroic acts of Patrolman Douglas Downing by approving the ceremonial renaming of Park St South of Michigan Ave., to Douglas Downing St, so that he may always be remembered.
- E. Resolution No. 2025-041 Appointing Residents to Boards and Commissions.
- F. Resolution No. 2025-042 Appointing Bonnie Wessler as WRRMA Delegate, and Ryan Dillon as WRRMA Alternate Delegate, both with a term expiring December 31, 2025.
- G. Resolution No. 2025-043 Authorizing the City Manager to submit the Renewable Energy and Electrification Infrastructure Enhancement Grant application, and for the City to act as Fiduciary in its administration.

- H. Resolution No. 2025-044 Approving the PUD (CR 2024-124) Agreement and Master Deed for 124 Pearl Street and 120 Pearl.
- I. Resolution No. 2025-045 Approving a Memorandum of Understanding with the Washtenaw County Board of Commissioners for Millage funds reporting and directing the City Manager to sign on the city's behalf.

VIII. 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

IX. LIAISON REPORTS

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

X. COUNCIL PROPOSED BUSINESS

XI. COMMUNICATIONS FROM THE MAYOR

XII. COMMUNICATIONS FROM THE CITY MANAGER

XIII. COMMUNICATIONS

XIV. PUBLIC COMMENT - CONTINUED (3 MINUTES/EACH SPEAKER)

XV. REMARKS FROM THE MAYOR

XVI. ADJOURNMENT

- A. Resolution No. 2025-, 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.

Peacenic Overview for Ypsilanti City Council - Presented by Rev. Joseph O. Jackson

Introduction

Peacenic is a community initiative dedicated to reducing violence, fostering unity, and providing resources for youth, families, and underserved communities in Ypsilanti and Ypsilanti Township. Through strategic partnerships, outreach programs, and engaging events, Peacenic serves as a catalyst for positive change by promoting peace, equity, and opportunity.

Mission & Vision

- **Mission:** Peacenic seeks to create safer neighborhoods, engage youth in meaningful activities, and provide direct resources to those in need, all while strengthening relationships between community members, law enforcement, and local organizations.
- **Vision:** To build a sustainable model of community engagement where residents, businesses, and institutions collaborate to create lasting social change.

Key Focus Areas

1. Youth Engagement & Development

- Organizing **3-on-3 basketball, flag football, and fine arts activities** for youth.
- Encouraging **poetry, music, and creative expression** to amplify youth voices.
- Partnering with schools, churches, and community leaders to provide mentorship and leadership opportunities.

2. Violence Prevention & Community Safety

- Collaborating with law enforcement agencies to strengthen community-police relations.
- Implementing **neighborhood surveillance initiatives** with resident participation.
- Exploring **partnerships** for home **security alarm installations for seniors and low-income** residents.

3. Economic Empowerment & Resource Accessibility

- Hosting **community roundtables** focused on workforce development and social services.
- Providing financial literacy education in partnership with local credit unions.
- Connecting residents to housing assistance and employment opportunities.

4. Health & Wellness

- Engaging mental health organizations, including Washtenaw County Mental Health, to offer resources for emotional and psychological well-being.
- Addressing social determinants of health, particularly for women ages 20-30 on government assistance and parolees reintegrating into society.
- Encouraging community involvement in **self-care, stress management, and wellness initiatives**.

Peacenic 2025 Event Details

- **Date:** Saturday, June 7, 2025
- **Location:** Parkridge Park, Ypsilanti, MI
- **Time:** 3:00 PM – 7:00 PM
- **Expected Attendance:** 500+ residents, youth, and community partners
- Event Highlights:
 - Community Peace Walk
 - Youth Sports Tournaments & Arts Performances
 - Resource Fair with Local Organizations & Vendors
 - Live Entertainment, Food, and Family-Friendly Activities

Strategic Partnerships & Collaborations - Peacenic partners with organizations such as:

- Washtenaw Community College (education and workforce development)
- Michigan Works (job training and employment support)
- Michigan Department of Corrections (services for parolees)
- Black Girls Crowned (mental health and empowerment initiatives)
- Local Law Enforcement Agencies (community policing and violence prevention)
- Eastern Michigan University's DEI Department (diversity and inclusion efforts)
- Local Schools, Churches, and Businesses (expanding outreach and engagement)

Request for Ypsilanti City Council Support

1. **Official Endorsement** – Recognizing Peacenic as a city-supported initiative.
2. **Financial or In-Kind Sponsorship** – Assisting with event logistics, security, or promotional efforts.
3. **City Engagement** – Encouraging elected officials and city staff to participate in Peacenic activities.
4. **Resource Connection** – Partnering on grants, community development programs, and youth services.

Conclusion

Peacenic represents a transformative movement in Ypsilanti, bridging gaps between residents, institutions, and law enforcement. We welcome the City Council's support in expanding its impact and ensuring a safer, more unified Ypsilanti for all.

Contact Information: Rev. Joseph O. Jackson, Chairman of Peacenic

Phone: 313.489.2175 | Email: genreman09@gmail.com



City of Ypsilanti Dark Sky Compliance

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02/19/2025

Importance of Dark-Sky Compliant Ordinances

Light pollution is the human-made alteration of outdoor light levels from those occurring naturally. Light pollution has harmful effects on:

- Wildlife and Ecosystems
- Human Health
- Energy and Climate Change
- Crime and Safety
- Night Sky Heritage



[Dark Sky International](#)

Five Principles of Responsible Outdoor Lighting

Dark Sky International is an international organization providing leadership, tools, and resources for individuals, policymakers, and industry to advocate for responsible outdoor lighting.

Dark Sky Compliant Fixtures

DarkSky International | Protecting the night skies for present and future generations

Five Lighting Principles for Responsible Outdoor Lighting

DarkSky

Illuminating
SOCIETY OF AMERICAN ILLUMINATING ENGINEERS

Responsible outdoor lighting is

1 Useful

Use light only if it is needed

All light should have a clear purpose. Consider how the use of light will impact the area, including wildlife and their habitats.

2 Targeted

Direct light so it falls only where it is needed

Use shielding and careful aiming to target the direction of the light beam so that it points downward and does not spill beyond where it is needed.

3 Low Level

Light should be no brighter than necessary

Use the lowest light level required. Be mindful of surface conditions, as some surfaces may reflect more light into the night sky than intended.

4 Controlled

Use light only when it is needed

Use controls such as timers or motion detectors to ensure that light is available when it is needed, dimmed when possible, and turned off when not needed.

5 Warm-colored

Use warmer color lights where possible

Limit the amount of shorter wavelength (blue-violet) light to the least amount needed.

06-2020

City of Ypsilanti's Current Ordinance

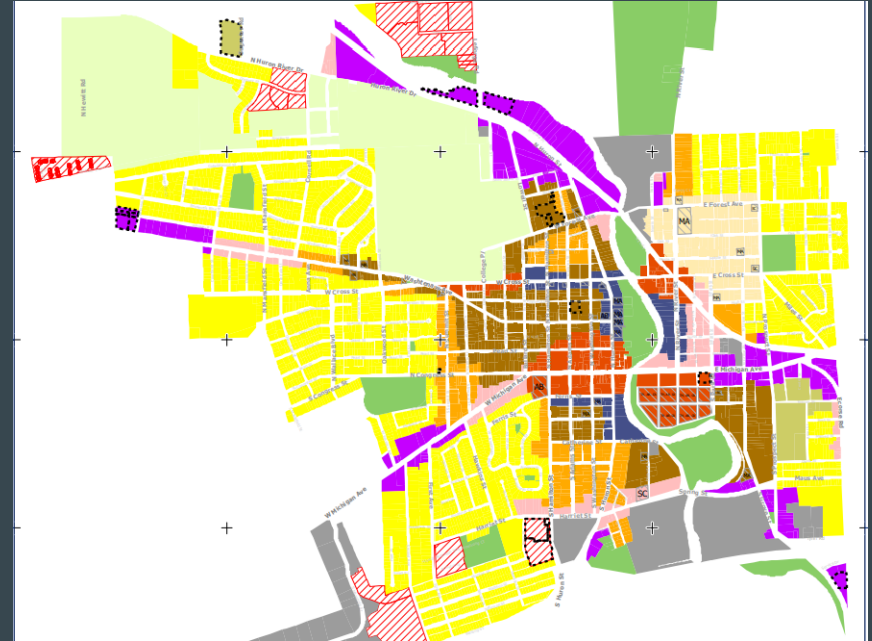
The current ordinance fails to meet all five principles of responsible outdoor lighting. Improvements are needed across the board.

Sec. 122-609. Lighting.

- (a) Parking and loading facilities, building entrances, and building exits used during night-time hours shall be artificially illuminated.
- (b) All outdoor lighting must be so designed and arranged so as not to shine on adjacent properties or occupied dwellings, or adversely impact vehicular or pedestrian traffic on nearby streets, drives, walkways, or general rights-of-way.
 - (1) Outdoor lighting originating on a site may not exceed one-half (0.5) footcandle at the lot line.
 - (2) Light fixtures must be full cutoff.
- (c) Outdoor lighting fixtures must not exceed 30 feet in height or the height of the principal building on the site, whichever is less. For development sites abutting lots zoned for one and two-family residential uses, lights must not exceed a height of 16 ft. The Planning Commission may modify the height restrictions in commercial and industrial districts, based on consideration of the following: the position and height of buildings, the character of the proposed use; and the character of surrounding land uses.
- (d) Where outdoor lighting is required by this chapter, the light intensity provided at ground level must be a minimum of one-third (0.3) footcandle anywhere in the area to be illuminated. Light intensity must average a minimum of one-half (0.5) footcandle over the entire area, measured five feet above the surface. Motion-activated lights are permitted, provided that the maximum levels are not exceeded and the lighting is kept in good working order.
- (e) Ornamental lighting.
 - (1) Lighting placed inside a building but designed to be seen from the exterior, such as neon tubing outlining windows, is permitted; however, flashing or "chasing" effects are prohibited.
 - (2) Uplighting intended to highlight ornamental features of a building or landscape is permitted, subject to the Building Code, provided that light output is not designed to exceed 400 lumens per fixture nor a color temperature of 3000K.

How To Apply The 5 Principles: Useful

- Consider requiring lighting to be turned off or dimmed when an area is not in use.
 - Enhances energy efficiency.
- Define specific zoning districts or uses (residential vs. nonresidential) that may require differing levels of lighting intensity.
 - Language of this nature may require approval from the city's legal counsel.
- Establishment of nighttime hours.



City of Ypsilanti Zoning Map

How To Apply The 5 Principles: Targeted

- Require light fixtures to be fully shielded and ensure light does not spill or shine upwards.
 - DarkSky maintains exceptions for historic lighting.
- 122-609(c) permits the Planning Commission to increase the height of lighting poles in commercial and industrial. What circumstances may require the height of poles to be increased? How can light pollution be minimized?



[Dark Sky International](#)

How To Apply The 5 Principles: Low Level

- Establish maximum lumen levels per fixture.
- Maintain language that outdoor lighting shall not exceed 0.5 fc at the property line (from lighting originating from the site).
- Define specific zoning districts or uses (residential vs. nonresidential) that may have more or less intensive lighting.



[Dark Sky International](#)

How To Apply The 5 Principles: Controlled

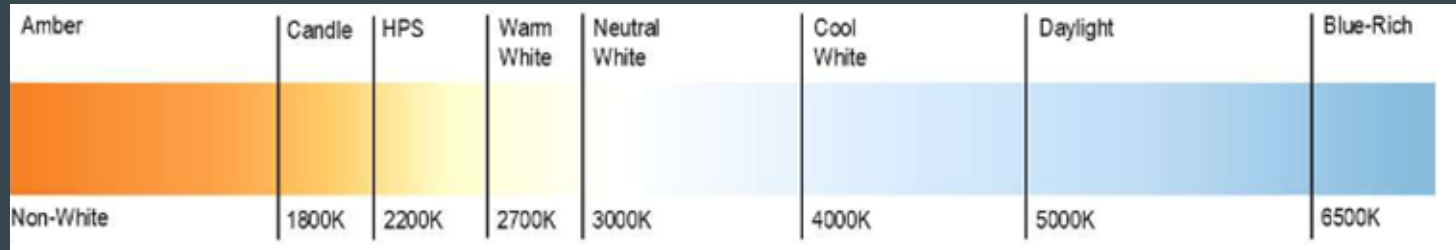
- Enhance 122-609(a) & (d) by requiring lighting to be motion-censored.
 - How long should these lights remain on after activity is no longer detected?



[Dark Sky International](#)

How To Apply The 5 Principles: Warm-Colored

The ordinance currently does not regulate color temperature except for ornamental uplighting. Consider requiring a maximum color temperature across the board or differentiating color temperature based on zoning or land use.



[Dark Sky International](#)

Dark Sky Exemptions

- Lawful Exemptions
 - Lighting requirements mandated by a legal jurisdiction.
- Safety
 - Lighting installed for the benefit of public safety
- Historic
 - Replicating and maintaining historical character.
- Seasonal lighting
- Special Events



Inaray Lighting & Technology Design



REQUEST FOR LEGISLATION
March 4, 2025

For: Mayor and City Council

From: Tracey Boudreau, City Clerk

Subject: Resolution No. 2025-037 Approving the minutes of the meeting of February 18, 2025.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Resolution No 2025-037 Minutes
2. February 18, 2025 Council Meeting Minutes

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: March 4, 2025

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2025-037
March 4, 2025

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of the February 18, 2025 City Council Meeting be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**MINUTES
REGULAR COUNCIL MEETING
7:00 PM - Tuesday, February 18, 2025
Council Chambers
One South Huron, Ypsilanti, MI 48197**

I. CALL TO ORDER

II. ROLL CALL

PRESENT at roll call were Mayor Brown, Mayor Pro-Tem Wilcoxon, Council Member King, Council Member McLean, Council Member Simmon, Council Member Fellows, and Council Member Tooson. ABSENT: None.

III. A MOMENT TO CENTER AND FOCUS

IV. AGENDA APPROVAL

Mayor Pro-Tem Wilcoxon moved to Approve the AGENDA as presented. Council Member Tooson seconded the motion.

Council Member King asked to move Presentation B "Peacenic" to the next meeting of March 4, 2025.

The City Clerk asked to update Resolution No. 2025-032 by amending the amount from \$39,860 to \$42,360, due to a staircase being left out of the proposal.

Mayor Pro-Tem Wilcoxon moved to Approve the AGENDA as amended. Council Member Tooson seconded the motion. The motion passed upon a voice vote.

Yes: (7) Michelle King, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean, Amber Fellows

No: 0 None

Absent: (0)

V. PUBLIC COMMENT - 45 MINUTES TOTAL (3 MINUTES/EACH SPEAKER)

7 Members of the public spoke.

VI. PRESENTATIONS

A. Ypsi Solar 4 All Program

B. Peacenic Community Transformation Coalition

Postponed to March 4th meeting.

C. Historic District Commission and Historic Preservation Program Annual Report

D. DPW Facilities Update

VII. RESOLUTIONS/MOTIONS/DISCUSSIONS

A. Resolution No. 2025-028 Approving the minutes of the meeting of February 4, 2025.

Council Member Tooson moved to Approve Resolution No. 2025-028 Approving the minutes of the meeting of February 4, 2025. Council Member McLean seconded the motion.

Yes: (7) Michelle King, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean, Amber Fellows

No: 0 None

Absent: (0)

B. Resolution No. 2025-029 Reappointing Residents to Boards and Commissions.

Council Member McLean moved to Approve Resolution No. 2025-029 Reappointing Residents to Boards and Commissions. Council Member Tooson seconded the motion.

Yes: (7) Michelle King, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean, Amber Fellows

No: 0 None

Absent: (0)

C. Resolution No. 2025-030 Appointing resident Evan Sweet to the Huron River Watershed Council with a term expiring February 18, 2027.

Mayor Pro-Tem Wilcoxon moved to Approve Resolution No. 2025-030 Appointing resident Evan Sweet to the Huron River Watershed Council with a term expiring February 18, 2027. Council Member McLean seconded the motion.

Yes: (7) Michelle King, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean, Amber Fellows

No: 0 None

Absent: (0)

D. Resolution No. 2025-031 Approving a YCUA Contract and Authorizing Notice for Water Meters, Water Mains, and Lead Service Line Project.

Mayor Pro-Tem Wilcoxon moved to Approve Resolution No. 2025-031 Approving a YCUA Contract and Authorizing Notice for Water Meters, Water Mains, and Lead Service Line Project. Council Member King seconded the motion.

Yes: (7) Michelle King, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean, Amber Fellows

No: 0 None

Absent: (0)

E. Resolution No. 2025-032 Accepting the proposal from OHM in the amount of \$39,860 for design and bid services for Parks Structural Repairs.

Council Member Tooson moved to Approve Resolution No. 2025-032 Accepting the proposal from OHM in the amount of **\$42,360** for design and bid services for Parks Structural Repairs. Council Member Simmons seconded the motion.

Yes: (7) Michelle King, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean, Amber Fellows

No: 0 None

Absent: (0)

F. Resolution No. 2025-033 Urging Michigan State Representatives to Reintroduce Michigan House Bill 4893 for Single-Payer Healthcare in Michigan.

Council Member Simmons moved to Approve Resolution No. 2025-033 Urging Michigan State Representatives to Reintroduce Michigan House Bill 4893 for Single-Payer Healthcare in Michigan. Council Member Fellows seconded the motion.

Mayor Pro Tem Wilcoxon offered a friendly amendment by changing "including" to "like" in the 5th "Whereas" clause and naming Jeff Irwin by his title of Senator (this naming is included for Resolutions 2025-034 & 2025-035 as well). Council Members Simmons and Fellows accepted the friendly amendment. The amended motion passed upon a roll call vote as follows:

Yes: (7) Michelle King, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean, Amber Fellows

No: 0 None

Absent: (0)

G. Resolution No. 2025-034 Urging the Repeal of the 1988 Statewide Ban on Rent Control, MCL 123.411 to Advance Housing Justice.

Council Member Fellows moved to Approve Resolution No. 2025-034 Urging the Repeal of the 1988 Statewide Ban on Rent Control, MCL 123.411 to Advance Housing Justice and Fellows corrected the Bill reference from

HB4947 to HB4009. Council Member Simmons seconded the motion.

Mayor Pro Tem Wilcoxen offered a friendly amendment by removing the 2nd "Resolved" clause. Council Members Fellows and Simmons accepted. The amended resolution was adopted upon a roll call vote as follows:

Yes: (6) Michelle King, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown, Amber Fellows

No: 1 Patrick McLean

Absent: (0)

Mayor Pro Tem Wilcoxen moved, seconded by Council Member Tooson, to extend the meeting to 11p.m. The motion carried unanimously upon a voice vote.

H. Resolution No. 2025-035 Urging the Adoption of Area Median Income Reform to Advance Housing Justice.

Council Member King moved to Approve Resolution No. 2025-035 Urging the Adoption of Area Median Income Reform to Advance Housing Justice. Council Member Fellows seconded the motion.

Mayor Pro Tem Wilcoxen offered a friendly amendment by removing the first phrase of the 2nd "Resolved" clause, so that the clause begins with "encourages". Council Members King and Fellows accepted.

Council Member Simmons offered a friendly amendment to add Debbie Dingell to the recipient list. Council Members King and Fellows accepted. The amended resolution was adopted upon a roll call vote as follows:

Yes: (7) Michelle King, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown, Patrick McLean, Amber Fellows

No: 0 None

Absent: (0)

I. Resolution No. 2025-036 Speaking out against tariffs.

Council Member McLean moved to Approve Resolution No. 2025-036 Speaking out against tariffs. Council Member Tooson seconded the motion.

Yes: (5) Michelle King, Roland Tooson, Steve Wilcoxen, Nicole Brown, Patrick McLean

No: 2 Desirae Simmons, Amber Fellows

Absent: (0)

VIII. BOARD AND COMMISSION - LIAISON REPORTS

A. Police Advisory Commission

Council Member Tooson reported that the next meeting is February 27th in Council Chambers. They are still looking for a Ward 1 representative. If you're willing and interested, please submit an application and Council Member Tooson will contact you.

B. Human Relations Commission

Council Member King reported the next meeting is this Thursday at 6p.m.

C. Parks and Arts Commission

Council Member McLean reported that they met on Monday and he will have a full report at the next meeting.

D. Sustainability Commission

Council Member Simmons reported they discussed Earth Day events and are planning a multi-day event.

E. Historic District Commission

Council Member McLean reported they met last Tuesday and approved their Annual reports, as well as discussed several projects including:

- Windows at 46 N Huron
- Fence portion at 332 Oak
- Handrail at 218 N Washington
- New addition on side of house at 332 E Cross; significant discussion, ultimately postponed
- New build on a vacant lot at 620 Norris; discussion but no vote
- New Deck and railings at 10 S Huron deck and railings discussion

F. Planning Commission

Mayor Pro Tem Wilcoxon reported the next meeting is tomorrow and they will be taking up safe camping.

G. Zoning Board of Appeals

Mayor Pro Tem Wilcoxon reported that they have not met.

IX. LIAISON REPORTS

A. SEMCOG Update

Mayor Pro Tem Wilcoxon reported there will be a Public Session on the 20th at the Ypsilanti Township Hall. A virtual legislative round table will take place on March 7th and the first of three sessions on Main Street Revitalization will take place on March 14th.

B. Washtenaw Area Transportation Study

Council Member Simmons reported the February meeting was cancelled and the next meeting is in March.

C. Urban County

Mayor Brown reported the next meeting is in March.

D. Ypsilanti Downtown Development Authority

Mayor Brown reported the next meeting is this Thursday.

E. Friends of Rutherford Pool

Mayor Pro Tem Wilcoxon reported they met last week. This is the off season so they are looking at budget and funding sources. They are getting funding from the townships and are looking for direct funding from the City.

X. COUNCIL PROPOSED BUSINESS

Council Member Tooson -

- Huge Ward 1 - Southside shout-out to DPW for the great job with snow removal!
- Had an opportunity to meet with Interim Police Chief, Captain Anderson & new Sgt. Lane.
- Encouraging the Community to pay attention to all the programming at Parkridge - Monday is tutoring and basketball after school and Friday is spades and history program.

Council Member King -

- Mentioning again the need for a team-building event.
- Memory Lane at Parkridge on Friday, 5:30-8:30p.m.
- Discuss Police Chief Search - residents are thrilled that Captain Anderson is engaging the community. Why are we spending all of this money on a search? Can we appoint Captain Anderson? Have we appointed from outside before? City Manager indicated that Council cannot appoint this position, but can make recommendations.

Council Member Fellows -

- Subbed in on the Short-Term Rental committee - thank you Council Member Simmons. It was a good initial meeting & looks forward to where we will go with that.
- Wants to schedule a work session for Community Benefits Ordinance. The meeting was scheduled for 6pm before the 7pm Council Meeting.

Council Member Simmons -

- Washtenaw Housing Alliance event Friday - celebrating the Built for Zero 100 Day Challenge focused on ending veteran homelessness.
- Prosecutor Eli Savit released policy to operationalize drug checking for County - will send to Council Members.
- Met with Jake Phillips who is interested in and applied for the Planning Commission.

Council Member McLean -

- Many thanks to salt and snow plow folks - you did a nice job!

- Recognize and thank City Manager Hellenga for working on the Water Street project and making significant progress.

Mayor Pro Tem Wilcoxon -

- Had opportunity to go to EMU campus for meeting sponsored by Campus Democratic Students & League of Conservation Voters discussing the climate action pre and post inauguration. The question came of what is the day to day impact of people in our community. Wilcoxon encouraged the student body to engage with City Council.

XI. COMMUNICATIONS FROM THE MAYOR

Thanks to DPW for handling the storms, snow and ice.

XII. COMMUNICATIONS FROM THE CITY MANAGER

A. 2025 Marketing & Communications Strategic Plan

Presenting draft Communications Strategy by Katie Jones. This is at the Department level to see how each department can work their strategy into this plan. A final draft will come before Council soon for approval. This has been a long time coming and many thanks to Katie.

B. Water Street Update

There have been three intakes. City Manager is working with Washtenaw Camping Outreach and the Shelter Association to provide storage, equipment and lodging as needed and able. Many thanks to both organizations for the partnerships.

C. Peace Plaza

There will be a PUD agreement for the Peace Plaza on the next agenda.

XIII. COMMUNICATIONS

XIV. PUBLIC COMMENT - CONTINUED (3 MINUTES/EACH SPEAKER)

XV. REMARKS FROM THE MAYOR

XVI. ADJOURNMENT

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

Mayor Brown adjourned the meeting at 10:33p.m.

B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



REQUEST FOR LEGISLATION
March 4, 2025

For: Mayor and City Council

From: Roland Tooson, Council Member, Michelle King, Council Member

Subject: Resolution No. 2025-038 Approving the request to waive the park rental fees of \$1,085, police field services fees of \$1,913, and administrative fees of \$191.30, totaling \$3,189.30 for the Peacenic Festival 2025.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. RFL - Request for Fee Waiver-Sponsorship Peacenic Festival 6-7-2025
2. Resolution 2025-038 - Peacenic 6-7-2025
3. Peacenic Festival 6-7-2025 Fee Waiver Request
4. Peacenic Festival 6-7-2025 Application

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: March 4, 2025

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION
March 4, 2025

FROM: Wendy Estey, Special Events Coordinator

SUBJECT: Application for Co-Sponsorship for the
2025 Peacenic Festival, Parkridge Park, June 7, 2025

SUMMARY & BACKGROUND:

Peaceniccoalition.org, a community non-profit organization, and the organizer for this year's annual Peacenic Festival on June 7th at Parkridge Park, has requested that the city co-sponsor this year's event. According to the Special Events Policy, "the City may jointly sponsor certain events with other organizations when City Council determines that the event is of general interest to the public and advances the City's public image. The City will provide financial support to these events as determined in the annual budget appropriation. These events must meet the other requirements of the Special Events Policy and must reimburse the City for any costs in excess of the support level authorized by the budget appropriation."

Peacenic focuses on reducing violence in high-crime neighborhoods by directly engaging with those at risk and fostering peace through community driven initiatives.

The event organizers request that the City help promote Peacenic through official City channels, such as social media, websites and newsletters. They also request financial assistance with securing Parkridge Park for the June 7th event.

This resolution allows the City of Ypsilanti to lend support to the organizers of this year's Peacenic Festival in their endeavors to promote the City of Ypsilanti as a friendly, safe and hospitable city with a long and notable historical heritage.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Proposed Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS:

FINANCE DIRECTOR APPROVAL: _____



Resolution No. 2025-038
March 4, 2025

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti adopted a Special Events Policy, and pursuant to the policy, the City may co-sponsor an event if it is of general interest to the public and advances the City's public image; and

WHEREAS, this year Peacenic Festival will take place Saturday, June 7th at Parkridge Park; and

WHEREAS, Peacenic Festival's event organizer is requesting that the City waive the park rental fees and police field services fees for the 2025 event; and

WHEREAS, City Council agrees that waiving the park rental fees and police field services fees for Peacenic Festival would be in the general interest of the public and advance the City's public image;

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the request to waive the park rental fees of \$1,085, police field services fees of \$1,913, and administrative fees of \$191.30 totaling \$3,189.30 for Peacenic Festival 2025.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



Special Event Fee Waiver Request

Please complete the form below and submit to the Special Events Coordinator Wendy Estey at westey@cityofypsilanti.com for submission to and consideration by the City Manager.

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

1. The event is completely open and free to members of the public, with no entry fee charged.
2. If vendors can sell goods, the cost to participate may not be prohibitive. Priority must be given first to City of Ypsilanti residents and businesses. All opportunities to serve as a vendor must be advertised sufficiently in promotional materials and on the City website. The maximum rate at which vendors may be charged is \$10 per hour, and a financial report must be provided to the City proving what funds were raised and for what purpose specifically from vendor fees collected.
3. A public event shall not engage in hateful or derogatory speech including symbols of racism, homophobia, or violence. Weapons shall not be sold by vendors or any merchandise or goods which depicts these symbols of hate.
4. Religious services are not eligible community events under this policy.

Event Name: Peacenic

Event Start Date: Saturday, JUNE 07, 2025

Event Location: Parkridge Park

Event Organizer: Peacenic Core Team

Event Contact Person: Reverend Joseph O. Jackson

First Name: Joseph Last Name: Jackson

Phone Number: 248.388.2102 Email: gentleman89@gmail

How is this event of general interest to the public?

peacenic focuses on reducing violence in high-crime neighborhoods by directly engaging with those at risk and fostering peace through community driven initiatives.

List the benefits provided by the event to the City of Ypsilanti (e.g. advertisement materials, ticket sales, park improvements, etc.)

The city may help promote Peacenic through official city channels, such as social media, websites, and newsletters. Also with assistance with securing Parkridge Park for our event on JUNE 7, 25

By typing my name below, I attest that this application represents my intent for the proposed event to the best of my knowledge. I am authorized to submit this application on behalf of the organization.

Reverend Joseph O. Jackson
Applicant Full Name

02.12.25
Date

Estey, Wendy

From: noreply@civicplus.com
Sent: Thursday, January 23, 2025 8:43 PM
To: Estey, Wendy; Lorrie Thomas
Subject: Online Form Submittal: Special Event Application

Attention: This email was sent to the City of Ypsilanti from an external source. Please be extra vigilant when opening attachments or clicking links.

Special Event Application

Step 1

Contact Information

Applicant/ Organization's Name	Peaceniccoalition.org
Street Address	514 St. John's Street
City	Ypsilanti
State	MI
Zip Code	48197
Phone	2483882102
Fax	<i>Field not completed.</i>
Organization Website	Peaceniccoalition.org
Form of Ownership	Non-profit
Applicant Organization is	Nonresident
Brief Description of Organization or Applicant (350 characters or less)	Peacenic is a community initiative led by Rev. Joseph O. Jackson, aimed at fostering peace, unity, and positive engagement in the Ypsilanti-Ypsilanti Township area. The event provides activities such as 3-on-3 basketball, flag football, poetry, music, and mentorship opportunities for youth aged 6-18. It focuses on reducing violence, empowering communities, and addressing issues like economic disparity and reentry support for parolees. Peacenic also emphasizes collaboration with local stakeholders, including schools, law enforcement, community organizations, and businesses, to

create a safe and supportive environment for all residents. The motto, "If it is to be, then it is up to me," reflects its mission of personal responsibility and collective action. Our goal is to connect community with law enforcement and reduce violence.

Person(s) Principally Responsible for Event	Joseph O. Jackson
Title	Chairman
Contact Number	2483882102
Email	genreman09@gmail.com
Event Info	
Proposed date of event	6/7/2025
Will it be a recurring event weekly, biweekly, monthly, etc?	No
Proposed Location	Parkridge Park
Event set up time	9:00 AM
Event start time	3:00 PM
Additional days required for set up	1
Event end time	7:00 PM
Event break down time	45 Mins
Additional days required for clean up	None
Has this event occurred in Ypsilanti before?	Yes
Is this an annual event expected to occur next year?	Yes
Proposed date for next year...	6/14/2025
Note <i>If an event will run recurrently, the City may issue one permit per month so long as</i>	

the event will run for 30 days or longer (for weekly events), 60 days or longer (for biweekly events), or 90 days or longer (for monthly events).

Type of Event	Festival, Non-Profit
---------------	----------------------

Event Classification & Requirements

Event Category

(City of Ypsilanti Special Events Policy, Section 3)

Note

All events held in Riverside or Frog Island park are automatically categorized as Class 3 or Class 4

Event Class Category	<i>Field not completed.</i>
----------------------	-----------------------------

Total # of Participants Expected	500
----------------------------------	-----

Full Description & Purpose of Event (include all activities, attach additional documents if necessary)	Peacenic Overview 1. Mission and Vision Peacenic exists to foster peace, unity, and positive engagement in the Ypsilanti-Ypsilanti Charter Township communities. Its mission is to reduce violence, empower disenfranchised individuals, and create opportunities for youth and underserved populations through collaboration, education, and resources. 2. Key Programs and Initiatives • Annual Peacenic Event: Held in June, featuring activities like 3-on-3 basketball, flag football, singing, rapping, poetry, and more. • Community Roundtables: Beginning January 2025, these sessions will focus on ex-parolees and women on government assistance, with input from community partners and stakeholders. • Youth Engagement Programs: Activities include sports, arts, mentorship, and educational opportunities, led by designated youth directors and instructors. • Volunteer and Community Collaboration: Mobilizing residents and professionals to participate in safety surveillance, mentorship, and outreach. 3. Stakeholders and Partnerships • Local Organizations: Collaborations with groups like Black Girls Crowned and Washtenaw Area Council for Children to promote diversity, equity, and inclusion.
---	---

- Law Enforcement: Partnerships with local police and sheriff departments to foster trust and ensure safety.
- Educational Institutions: Engagement with Washtenaw Community College, Ypsilanti Community Schools, and Eastern Michigan University for resources and participation.
- Financial Institutions: Partnerships with Parda Credit Union and the Bank of Ann Arbor for financial literacy and sponsorship support.

4. Core Values

- Empowerment: Providing resources for personal growth and community resilience.
- Equity: Ensuring inclusion and

Security Deposit

(City of Ypsilanti Special Events Policy, Sections 2.5 and 3)

Select Event Class

Class ³² Event (\$250)

Note

Permit and utility fees may also be required up front with the security deposit.

Food

(City of Ypsilanti Special Events Policy, Section 3.5)

Will any food be prepared, distributed, or sold at event? Yes

Note

If food will be prepared on site, distributed or sold each vendor must apply for and receive a permit from the Washtenaw County Environmental Health Department, 705 Zeeb Rd, PO Box 8645, Ann Arbor, or 734-222-3800.

Alcohol

(City of Ypsilanti Special Events Policy, Section 3.6)

Will alcohol be served? No

Alcohol Training

The City requires that all event staff handling alcohol receive appropriate training.

Parking

(City of Ypsilanti Special Events Policy, Section 4.1)

Attach a detailed description of the parking available

Field not completed.

Will your event use public lots?

No

Note

The City does not permit paid parking in any public lots without a license

Will your event use private lots?

No

Note

Written authorization from the property owner is required and must be attached if using school, church, or other private parking lots.

Are you requesting unlimited parking or capped meters?

No

Street Closure

Street Closure

(City of Ypsilanti Special Events Policy, Sections 3.7 and 4.1)

Does your event require a street closure?

No

Note

Major street closure permits are \$1,500/per street/per day.

Local street permits are \$350/street/day.

Note

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

Event Map

(City of Ypsilanti Special Events Policy, Section 4.1)

Does your event require an Event Map?	Yes
---------------------------------------	-----

Upload your event map	Peacenic Community Roundtables JJ.png
-----------------------	---

Event Signs

(City of Ypsilanti Special Events Policy, Section 4.2)

Are event signs required?	Yes
---------------------------	-----

Please describe the proposed size and location for event signs	10 x 12
--	---------

Security

(City of Ypsilanti Special Events Policy, Section 4.3)

Will your event have private security?	Yes
--	-----

Will your event have volunteer security/crowd control services?	Yes
---	-----

List the name and contact information for the private security company	All law enforcement
--	---------------------

Describe your plan for ejecting unruly/disorderly persons from the event	1. Prevention Through Preparation • Trained Security Staff: Employ trained security personnel or coordinate with local law enforcement to ensure a calm and professional presence. • Code of Conduct: Clearly communicate behavioral expectations in advance via the Peacenic website, social media, and on-site signage. • Signage: Post visible signs stating a zero-tolerance policy for violence, harassment, or disruptions. • Volunteer Training: Equip volunteers with basic conflict resolution skills to identify and address potential issues early.
--	---

2. Monitoring During the Event

- Visible Presence: Station security or designated safety teams at key points, such as entryways

Note

The Police Department may require private bonded security for events. The City will assign police officers as necessary and charge the permit holder for these services. The need for private security and/or police officers will be determined at or before the pre-event meeting. The numbers will be determined by the Police Department liaison.

Temporary Apparatus

(City of Ypsilanti Special Events Policy, Section 4.1)

Will your event include any of the following?
(check all that apply)

Tents, Portable Stage(s), Portable Tables

Note

Please include placement of all apparatus listed above in your attached event site plan. Bleachers, benches, picnic tables, and charcoal grills are available for rental in City parks.

Noise

(City of Ypsilanti Special Events Policy, Section 3.8)

Will amplified sound be used at the event?

No Yes P.A.?

List the days and times sound will be used

Field not completed.
3-7 pm

What type of sound will be at the event? (check all that apply)

P.A. System, Live Band, Disc Jockey

Other

Field not completed.

Note

Event coordinators are responsible for ensuring compliance with permissible noise levels. Please review the Special Events Policy to determine if a noise permit is required for your event.

Event sponsors are responsible for obtaining any necessary music or other intellectual property licenses associated with their event.

Restrooms

(City of Ypsilanti Special Events Policy, Section 4.1)

Note

No city parks have restroom facilities; Riverside park is the only city park with water service available.

Does your event require restroom facilities?	Yes
--	-----

If yes, how many portable restrooms are you supplying?	8 porta johns
--	---------------

Trash

(City of Ypsilanti Special Events Policy, Section 4.1)

Penalties will be assessed for the event site not being restored to its original condition. If trash or other event-related debris is left anywhere but inside a designated trash receptacle, a charge may be incurred for site clean-up.

Do you intend to provide your own trash receptacles?	Yes
--	-----

If yes, how many trash receptacles do you intend to provide?	25
--	----

Provide the trash disposal plan for your event	Yes
--	-----

Note

Waste Management sells event trash boxes (55 gallons each, 1 box is equal to ¼ cubic yard). You can contact them at 1-800-796-9696.

Site Restoration

(City of Ypsilanti Special Events Policy, Section 4.4)

Note

Site restoration and equipment removal are required by 1 p.m. the day following your event.

Do you agree to restore the location(s) to the condition in which you found it? Yes

Insurance

(City of Ypsilanti Special Events Policy, Sections 1.4 and 3)

Have you reviewed the prerequisite insurance requirements for your event and agree to submit proof of liability and/or property damage insurance with your application? Yes

City Services & Equipment

Permits

Permits required for your event (check all that apply) Electricity, Food Permit

Other *Field not completed.*

City Services Requested

(City of Ypsilanti Special Events Policy, Section 5.1)

Check all that apply Uniformed Police Officers

City Equipment Requested

(City of Ypsilanti Special Events Policy, Section 5.3)

Check all that apply Electricity, Dumpsters (for larger events only)

Attestation

As applicable to event, applicant understands and agrees to comply with City ordinances and rules governing events and agrees to make final payment within thirty (30) days after the scheduled event invoice is received for any additional services required. Failure to comply within thirty (30) days shall place the applicant in default status. Further, it is understood that in the event a permit holder is placed in default status, the permit holder will be denied any other event permit(s) for a period of at least eighteen (18) months from the date of final payment and/or default resolution. I hereby agree to comply with all Federal and State Statutes and with all City of Ypsilanti Ordinances, including the curfew and noise ordinances. I understand and agree that in the event any nuisance or disturbances are caused by the individuals attending the event, the use of the location may be terminated without prior notice by the Police Chief or the City Manager or their designee. I authorize the Fire Marshal to determine the maximum number of persons who may attend this event based on available space. Further, I understand and agree to abide by any additional City requirements that may be deemed necessary to safely operate the proposed event. By typing my name below, I attest that this application represents my intent for the proposed event to the best of my knowledge. I am authorized to submit this application on behalf of the organization:

Applicant Full Name	Reverend Joseph O. Jackson
---------------------	----------------------------

Date	1/23/2025
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Email not displaying correctly? [View it in your browser.](#)

**Phase II Peacenic Community Roundtables: Creating New Pathways
and Support for Positive Change: Virtual Meeting Details Date:**

Wednesday, January 15, 2025

TIME: 1:15PM - 2:45PM

PEACENIC COMMUNITY ROUNDTABLES

WE CAN!

JOIN US NOW!

In-Person Sessions:

Begins: Wednesday, February 26, 2025

Location: Love Washtenaw, 514 St. Johns Street, Ypsilanti, MI 48197

Time: 1:45pm - 2:45pm

Frequency: Every 3rd Wednesday of the month

Who Should Attend:

Women Aged 20-30 on Government Assistance

Parolees Seeking Community Reintegration

What to Expect:

Discussions on available resources and support programs Opportunities for
employment, social services, and personal development A supportive
space to share your voice and needs Insights from community partners
and local organizations

Key Stakeholders:

Michigan Department of Health & Human Services

Michigan Department of Corrections

Parade Credit Union

Washtenaw Community College

Washtenaw County Mental Health

Lairt: Life After Incarceration Transition & Reentry

FOR MORE INFORMATION: PHONE

248.388.2102

This is your chance to connect grow, and build a brighter future!

✉ genreman09@gmail.com

🌐 Peaceniccoalition.org



Estey, Wendy

From: Joseph Jackson <genreman09@gmail.com>
Sent: Friday, January 24, 2025 8:00 AM
To: Estey, Wendy
Cc: Donna Bentley; Eugene Rush
Subject: Parkridge Park Peacenic 2025

Attention: This email was sent to the City of Ypsilanti from an **external source**. Please be extra vigilant when opening attachments or clicking links.

Hello Wendy,

I have completed the application for Saturday, June 7, 2025. We need a rainy day scheduled for Saturday, June 28, 2025 times are the same 3:00 PM - 7:00 PM. I am also requesting a fee waiver. Please let me know if you need me to do anything else. Donna, will assist with completion of map.

Thank you!

Reverend Joseph O. Jackson ~
Chairman, Peacenic
Ypsilanti-Ypsilanti Charter TWP 2025
peaceniccoalition.org



REQUEST FOR LEGISLATION
March 4, 2025

For: Mayor and City Council

From: Wendy Estey

Subject: Resolution No. 2025-039 Approving the request to waive the park rental fees for A Brighter Way Barbecue 2025 in the amount of \$1,785.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. RFL - Request for Fee Waiver-Sponsorship A Brighter Way BBQ 5-16-2025
2. Resolution 2025-039- A Brighter Way BBQ 5-16-2025
3. A Brighter Way BBQ 5-16-2025 Fee Proposal
4. A Brighter Way BBQ 5-16-2025 Fee Waiver Request
5. A Brighter Way BBQ 5-16-2025 Application

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: March 4, 2025

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION
February 18, 2025

FROM: Wendy Estey, Special Events Coordinator
SUBJECT: Application for Co-Sponsorship for the
2025 A Brighter Way Community Barbecue

SUMMARY & BACKGROUND:

A Brighter Way, a community non-profit organization, and the organizer for this year's annual A Brighter Way Community Barbecue, has requested that the city co-sponsor this year's event. According to the Special Events Policy, "the City may jointly sponsor certain events with other organizations when City Council determines that the event is of general interest to the public and advances the City's public image. The City will provide financial support to these events as determined in the annual budget appropriation. These events must meet the other requirements of the Special Events Policy and must reimburse the City for any costs in excess of the support level authorized by the budget appropriation."

This is a free event, with no entry fee or charge for any food or beverages, music, speakers, tables and/or information. Most of the active organizations attending this event are local Ypsilanti groups, with whom the community members attending the event will have familiarity, as all are recognizable non-profit partners of A Brighter Way.

All advertisements and social media posts from A Brighter Way will feature the Riverside Park name and will mention the City of Ypsilanti. The city also benefits because the event is free, with no hidden charges. This will be a wonderful way for the City of Ypsilanti to be represented to the community.

This resolution allows the City of Ypsilanti to lend support to the organizers of this year's A Brighter Way Community Barbecue in their endeavors to promote the City of Ypsilanti as a friendly, safe and hospitable city with a long and notable historical heritage.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Proposed Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS:

FINANCE DIRECTOR APPROVAL: _____



Resolution No. 2025-039
March 4, 2025

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti adopted a Special Events Policy, and pursuant to the policy, the City may co-sponsor an event if it is of general interest to the public and advances the City's public image; and

WHEREAS, this year A Brighter Way Barbecue will take place Friday, May 16th at Riverside Park; and

WHEREAS, A Brighter Way Barbecue's event organizer is requesting that the City waive the park rental fees for the 2025 event; and

WHEREAS, City Council agrees that waiving the park rental fees for A Brighter Way Barbecue would be in the general interest of the public and advance the City's public image;

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the request to waive the park rental fees for A Brighter Way Barbecue 2025 in the amount of \$1,785.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



A Brighter Way Barbecue

Friday, May 16, 2025

PROPOSAL

ACCOUNT: John Walker

CONTACT: John Walker

EMAIL: community@abrighterway.org

PHONE: (734) 7878-8535

ADDRESS: A Brighter Way
124 Pearl St.
Ypsilanti, MI 48197

SALES MANAGER: Wendy Estey

EMAIL: westey@cityofypsilanti.com

PHONE: (734) 482-9825

EVENT SUMMARY

Location	Date	Time	Areas	Event Type	Guests
City of Ypsilanti Parks Special Events	5/16/ 2025	1:00 pm – 8:00 pm	Riverside Park	Miscellaneous Rental	400

ROOM RENTAL

Qty		Price	Total
1	Special Events Application Fee	\$35.00	\$35.00
1	Class 3 Event Fee	\$600.00	\$600.00
1	Class 3 Event Security Deposit (Refundable)	\$2,000.00	\$2,000.00
1	Class 3 Event Capital Park Improvement Fee	\$750.00	\$750.00
1	Class 3 Event Electricity Turn-on Fee	\$250.00	\$250.00
1	Noise Permit (1-7 p.m.)	\$150.00	\$150.00

ESTIMATED BILLING

This Class 3 Event will require liability insurance in the amount of \$1,000,000 per occurrence naming the City of Ypsilanti as additionally insured.

Event map has been provided to the special event coordinator.

Setup Time 1-3 p.m.

Event run time: 3-7 p.m.

Breakdown Time: 7-8 p.m.

Will use conflict-resolution strategies to prevent incidents from escalating and calmly ask unruly/disorderly persons to leave the park.

Tents and food trucks must be inspected by the Fire Marshal Clifton Pope. Please contact him at cpope@cityofypsilanti.com to arrange for inspection.

Amplified sound will be used from 1-7 p.m. Event sponsors are responsible for obtaining any necessary music or other intellectual property licenses associated with their event.

Placement of two (2) portable restrooms must be arranged through the Department of Public Services. They can be reached at (734) 483-1421.

ABW and volunteer staff will be responsible for collecting and disposing of all trash and debris from the event site.

			Total
Room Rental			\$3,785.00
Subtotal			\$3,785.00
Credit Card Fee	4.0%		\$151.40
Grand Total			\$3,936.40
Estimated Amount Due			\$3,936.40



Special Event Fee Waiver Request

Please complete the form below and submit to the Special Events Coordinator Wendy Estey at westey@cityofypsilanti.com for submission to and consideration by the City Manager.

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

1. The event is completely open and free to members of the public, with no entry fee charged.
2. If vendors can sell goods, the cost to participate may not be prohibitive. Priority must be given first to City of Ypsilanti residents and businesses. All opportunities to serve as a vendor must be advertised sufficiently in promotional materials and on the City website. The maximum rate at which vendors may be charged is \$10 per hour, and a financial report must be provided to the City proving what funds were raised and for what purpose specifically from vendor fees collected.
3. A public event shall not engage in hateful or derogatory speech including symbols of racism, homophobia, or violence. Weapons shall not be sold by vendors or any merchandise or goods which depicts these symbols of hate.
4. Religious services are not eligible community events under this policy.

Event Name: A Brighter Way Third Annual Community BBQ

Event Start Date: Friday, May 16, 2025

Event Location: Riverside Park, Ypsilanti

Event Organizer: Adam Grant, Executive Director

Event Contact Person: John Walker

First Name: John Last Name: Walker

Phone Number: (734) 787-8535 Email: community@abrighterway.org

How is this event of general interest to the public?

This is a free event, with no entry fee or charge for any food or beverages, music, speakers, tables and/or information. Most of the active organizations attending this event are local, Ypsilanti area groups, which the community members attending the event will have familiarity, as all are recognizable non-profit partners of A Brighter Way.

List the benefits provided by the event to the City of Ypsilanti (e.g. advertisement materials, ticket sales, park improvements, etc.)

All advertisements and social media posts from A Brighter Way, will feature the Riverside Park name, and mention the City of Ypsilanti. The city also benefits because the event is free, with no hidden charges and this will be a wonderful way for the City of Ypsilanti to be represented to the community.

By typing my name below, I attest that this application represents my intent for the proposed event to the best of my knowledge. I am authorized to submit this application on behalf of the organization.

John Walker Applicant Full Name

February 11, 2025 Date

Estey, Wendy

From: noreply@civicplus.com
Sent: Wednesday, January 15, 2025 3:54 PM
To: Estey, Wendy; Lorrie Thomas
Subject: Online Form Submittal: Special Event Application

Attention: This email was sent to the City of Ypsilanti from an **external source**. Please be extra vigilant when opening attachments or clicking links.

Special Event Application

Step 1

Contact Information

Applicant/ Organization's Name	A Brighter Way
Street Address	124 Pearl St.
City	Ypsilanti
State	Michigan
Zip Code	48197
Phone	(734) 787-8535
Fax	<i>Field not completed.</i>
Organization Website	abrighterway.org
Form of Ownership	Non-Profit Organization
Applicant Organization is	Located or resident of the City
Brief Description of Organization or Applicant (350 characters or less)	An annual community bbq event to provide resources, information, and support directly to the community, especially to returning citizens and justice-impacted individuals. This gathering allows agencies to engage with the community in a casual, welcoming environment, fostering trust and building relationships.
Person(s) Principally Responsible for Event	John Walker

Title	Community Engagement Specialist
Contact Number	(734) 787-8535
Email	community@abrighterway.org
Event Info	
Proposed date of event	5/16/2025
Will it be a recurring event weekly, biweekly, monthly, etc?	No
Proposed Location	Riverside Park
Event set up time	1:00pm -3:00pm
Event start time	3:00pm - 7:00pm
Additional days required for set up	None
Event end time	7:00pm
Event break down time	7-8pm
Additional days required for clean up	None
Has this event occurred in Ypsilanti before?	Yes
Is this an annual event expected to occur next year?	Yes
Proposed date for next year...	5/15/2026
Note <i>If an event will run recurrently, the City may issue one permit per month so long as the event will run for 30 days or longer (for weekly events), 60 days or longer (for biweekly events), or 90 days or longer (for monthly events).</i>	
Type of Event	Non-Profit
Event Classification & Requirements	
Event Category	

(City of Ypsilanti Special Events Policy, Section 3)

Note

All events held in Riverside or Frog Island park are automatically categorized as Class 3 or Class 4

Event Class Category	Class 3 Event (\$600 per day)
----------------------	-------------------------------

Total # of Participants Expected	400
----------------------------------	-----

Full Description & Purpose of Event (include all activities, attach additional documents if necessary)	An annual community bbq event to provide resources, information, and support directly to the community, especially to returning citizens and justice-impacted individuals. This gathering allows reentry support organizations and agencies to engage with the community in a casual, welcoming environment, fostering trust and building relationships.
--	--

Security Deposit

(City of Ypsilanti Special Events Policy, Sections 2.5 and 3)

Select Event Class	Class 3 Event (\$2,000)
--------------------	-------------------------

Note

Permit and utility fees may also be required up front with the security deposit.

Food

(City of Ypsilanti Special Events Policy, Section 3.5)

Will any food be prepared, distributed, or sold at event?	Yes
---	-----

Note

If food will be prepared on site, distributed or sold each vendor must apply for and receive a permit from the Washtenaw County Environmental Health Department, 705 Zeeb Rd, PO Box 8645, Ann Arbor, or 734-222-3800.

Alcohol

(City of Ypsilanti Special Events Policy, Section 3.6)

Will alcohol be served?	No
-------------------------	----

Alcohol Training

The City requires that all event staff handling alcohol receive appropriate training.

Parking

(City of Ypsilanti Special Events Policy, Section 4.1)

Attach a detailed
description of the
parking available

[2025 BBQ Event Map 1.jpg](#)

Will your event use
public lots?

Yes

Note

The City does not permit paid parking in any public lots without a license

Will your event use
private lots?

No

Note

Written authorization from the property owner is required and must be attached if using school, church, or other private parking lots.

Are you requesting
unlimited parking or
capped meters?

No

Street Closure

Street Closure

(City of Ypsilanti Special Events Policy, Sections 3.7 and 4.1)

Does your event require
a street closure?

No

Note

Major street closure permits are \$1,500/per street/per day.

Local street permits are \$350/street/day.

Note

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

Event Map

(City of Ypsilanti Special Events Policy, Section 4.1)

Does your event require an Event Map? Yes

Upload your event map 2025 BBQ Event Map 1 1.jpg

Event Signs

(City of Ypsilanti Special Events Policy, Section 4.2)

Are event signs required? No

Security

(City of Ypsilanti Special Events Policy, Section 4.3)

Will your event have private security? No

Will your event have volunteer security/crowd control services? No

List the name and contact information for the private security company *Field not completed.*

Describe your plan for ejecting unruly/disorderly persons from the event We will utilize conflict-resolution strategies to prevent the incident from escalating and calmly ask the individual(s) to leave the park.

Note

The Police Department may require private bonded security for events. The City will assign police officers as necessary and charge the permit holder for these services. The need for private security and/or police officers will be determined at or before

the pre-event meeting. The numbers will be determined by the Police Department liaison.

Temporary Apparatus

(City of Ypsilanti Special Events Policy, Section 4.1)

Will your event include Tents
any of the following ?
(check all that apply)

Note

Please include placement of all apparatus listed above in your attached event site plan. Bleachers, benches, picnic tables, and charcoal grills are available for rental in City parks.

Noise

(City of Ypsilanti Special Events Policy, Section 3.8)

Will amplified sound be Yes
used at the event?

List the days and times Friday, May 16, 2025, 1:00 pm - 7:00 pm
sound will be used

What type of sound will P.A. System, Disc Jockey
be at the event? (check
all that apply)

Other *Field not completed.*

Note

Event coordinators are responsible for ensuring compliance with permissible noise levels. Please review the Special Events Policy to determine if a noise permit is required for your event.

Event sponsors are responsible for obtaining any necessary music or other intellectual property licenses associated with their event.

Restrooms

(City of Ypsilanti Special Events Policy, Section 4.1)

Note

No city parks have restroom facilities; Riverside park is the only city park with water service available.

Does your event require restroom facilities? Yes

If yes, how many portable restrooms are you supplying? 2

Trash

(City of Ypsilanti Special Events Policy, Section 4.1)

Penalties will be assessed for the event site not being restored to its original condition. If trash or other event-related debris is left anywhere but inside a designated trash receptacle, a charge may be incurred for site clean-up.

Do you intend to provide your own trash receptacles? Yes

If yes, how many trash receptacles do you intend to provide? 4

Provide the trash disposal plan for your event ABW and Volunteer staff will be responsible for collecting and disposing of all trash and debris from the BBQ event site.

Note

Waste Management sells event trash boxes (55 gallons each, 1 box is equal to ¼ cubic yard). You can contact them at 1-800-796-9696.

Site Restoration

(City of Ypsilanti Special Events Policy, Section 4.4)

Note

Site restoration and equipment removal are required by 1 p.m. the day following your event.

Do you agree to restore the location(s) to the condition in which you found it? Yes

Insurance

(City of Ypsilanti Special Events Policy, Sections 1.4 and 3)

Have you reviewed the prerequisite insurance requirements for your event and agree to submit proof of liability and/or property damage insurance with your application?	Yes
---	-----

City Services & Equipment

Permits

Permits required for your event (check all that apply)	Noise Permit
--	--------------

Other	<i>Field not completed.</i>
-------	-----------------------------

City Services Requested

(City of Ypsilanti Special Events Policy, Section 5.1)

Check all that apply	Event Planning Meetings
----------------------	-------------------------

City Equipment Requested

(City of Ypsilanti Special Events Policy, Section 5.3)

Check all that apply	Electricity
----------------------	-------------

Attestation

(City of Ypsilanti Special Events Policy, Attachment D)

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

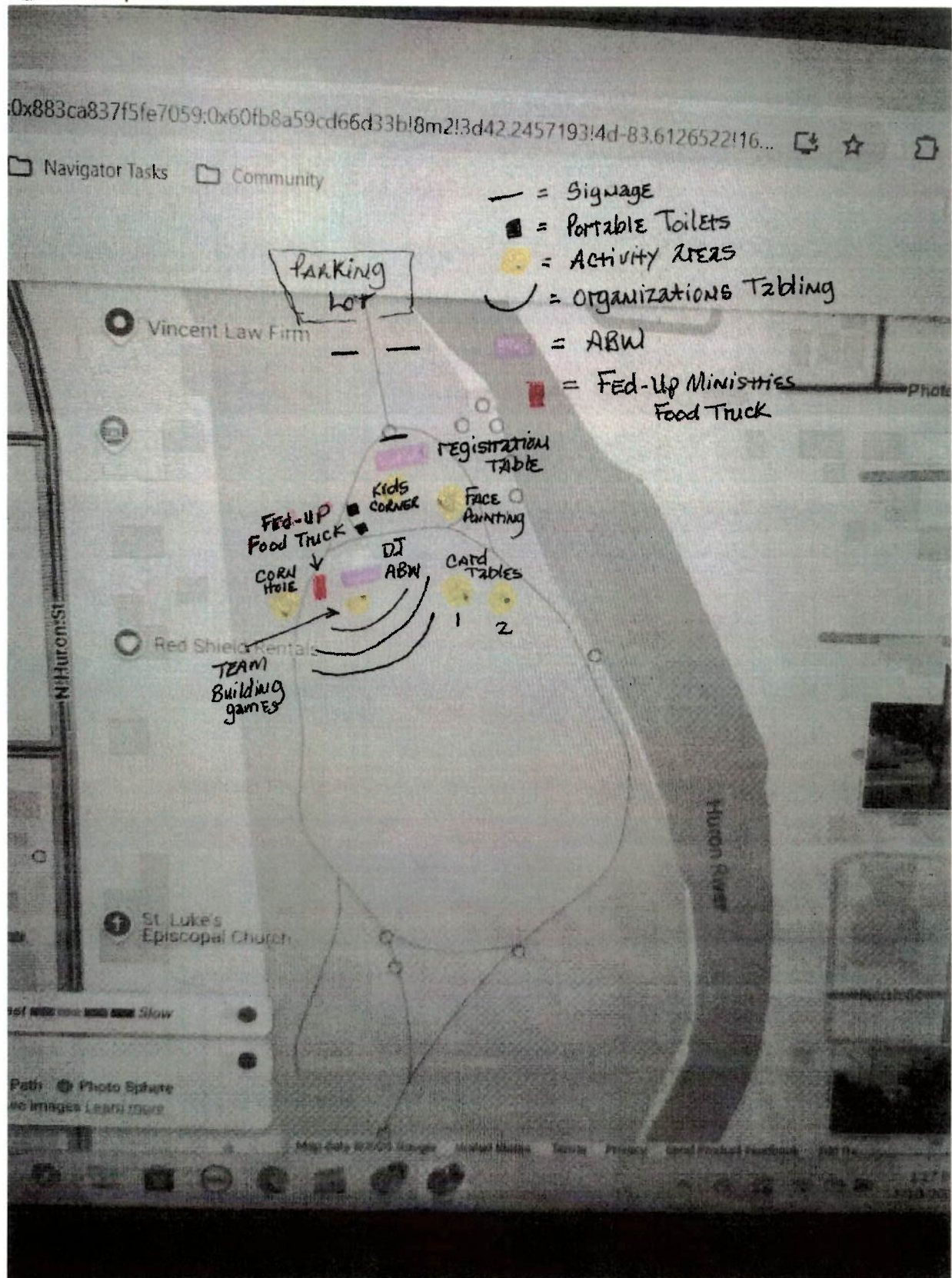
period of at least eighteen (18) months from the date of final payment and/or default resolution. I hereby agree to comply with all Federal and State Statutes and with all City of Ypsilanti Ordinances, including the curfew and noise ordinances. I understand and agree that in the event any nuisance or disturbances are caused by the individuals attending the event, the use of the location may be terminated without prior notice by the Police Chief or the City Manager or their designee. I authorize the Fire Marshal to determine the maximum number of persons who may attend this event based on available space. Further, I understand and agree to abide by any additional City requirements that may be deemed necessary to safely operate the proposed event. By typing my name below, I attest that this application represents my intent for the proposed event to the best of my knowledge. I am authorized to submit this application on behalf of the organization:

Applicant Full Name	John Walker
---------------------	-------------

Date	1/15/2025
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Email not displaying correctly? [View it in your browser.](#)

BBQ 2025 EVENT MAP



A BRIGHTER WAY'S 3rd Annual Community BBQ
FRIDAY, MAY 16th, 2025 3-7 p.m.



REQUEST FOR LEGISLATION
March 4, 2025

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Resolution No. 2025-040 Honoring the heroic acts of Patrolman Douglas Downing by approving the ceremonial renaming of Park St South of Michigan Ave., to Douglas Downing St, so that he may always be remembered.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. RFL and Resolution Douglas Downing

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: March 4, 2025

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION
March 4, 2025

For: Mayor and City Council

From: Andrew Hellenga

Subject: Park/Douglas Downing – Ceremonial Name Change

SUMMARY & BACKGROUND:

In 1975 while responding to a triggered alarm Patrolman Douglas Donald Downing responded to a bank robbery. Upon entry into the rear of the bank, Patrolman Downing was shot and killed.

Retired Ypsilanti Police Officers who worked with Patrolman Downing have requested that Park and Michigan Ave, where the bank was located, be renamed ceremonially as Robert Downing St.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: March 4, 2025

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the city of Ypsilanti wishes to honor and pay tribute to Patrolman Douglas Downing, an officer who served with distinction for seven years, and lost their life in the defense of the City of Ypsilanti; and

WHEREAS, Patrolman Downing was twice awarded a Meritorious Action Citation for courage and outstanding performance first for his apprehension of a suspect in a breaking and entering case in 1971 and second for disarming a citizen threatening him with a rifle; and

WHEREAS, while responding to a bank robbery Patrolman Douglas Donald Downing was slain on July 11, 1975; and

WHEREAS, the bank was located at Michigan Ave and Park St.

NOW THEREFORE BE IT RESOLVED THAT the City Council of the City of Ypsilanti honor the heroic acts of Patrolman Douglas Downing and ceremonially rename Park St South of Michigan Ave., Douglas Downing St so that he may always be remembered.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
March 4, 2025

For: Mayor and City Council

From: Amber Fellows, Council Member, Nicole Brown, Mayor, Michelle King, Council Member

Subject: Resolution No. 2025-041 Appointing Residents to Boards and Commissions.

SUMMARY & BACKGROUND: Council Member Fellows offered both appointees. Mayor Brown supported Greg Woodring and Council Member King supported Anna Parker.

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Resolution 2025-041 Appointment
2. Parker App_Redacted
3. Woodring App_Redacted

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: March 4, 2025

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2025-041
March 4, 2025

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>Name</u>	<u>Board</u>	<u>Expiration</u>
Greg Woodring 1012 W Cross Ypsilanti, MI 48197	Planning Commission	05/01/2028
Anna Parker 25 N Washington, Apt. 1 Ypsilanti, MI 48197	Parks & Arts Commission	07/01/2028

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Citizen Advisory Boards and Commissions Participation Resume - Submission #6860

Date Submitted: 2/24/2025

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*
Anna Parker	

Address*
25 N. Washington Apt. 1

City*	State*	Zip Code*
Ypsilanti	Michigan	48197

Phone Number*

Number of Years in the Community*	Ward You Live In
9+	3

Education
BA Art & Design, University of Michigan, 2015

Occupation

Screen Printer, Bar Manager

Employer

VGKids, Ypsi Alehouse

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?*

The Ypsilanti community has been a very important and special aspect of my life for over a decade. I value local government and would love to be more directly involved. As a long time member of the art and music community in Ypsilanti, I feel I can contribute effectively in planning, collaborating on, providing helpful information, and suggesting ideas that would benefit the goals of the Parks and Arts commission.

Work/volunteer experience related to the board or commission:

I have been involved in music and art productions as an organizer, volunteer, and performer for over a decade in Ypsilanti (and Ann Arbor). I have organized music shows, curated art exhibitions, was a member of the Ypsi Music and Arts Guild, and co-founded an arts collective during the summer 2015.

I also have a background in gender studies (Women’s Studies minor with a concentration in Gender, Race, and Nation), which I think is important discourse to contribute in navigating aspects of sustainability in the arts.

Additionally, as a bartender in downtown Ypsilanti for 8 years, as well as a screen printer at an Ypsilanti-based shop for over 3 years, I am acquainted with many people in the community. Thank you, council, for your time and consideration.

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

Citizen Advisory Boards and Commissions Participation Resume - Submission #6851

Date Submitted: 2/18/2025

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*

Greg Woodring

Email Address*

Address*

1012 w cross

City*

Ypsilanti

State*

Michigan

Zip Code*

48197

Phone Number*

Number of Years in the Community*

11

Ward You Live In

2

Education

Bachelors of finance - EMU

Occupation

Software Engineer

Employer

Propio Language Services

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 wish to contribute to the welfare of my community. I find the more people willing to engage with what's happening in the city the better off it is.

Work/volunteer experience related to the board or commission:

I co-founded Ann Arbor for Public Power and have served as the president of the board for over 4 years. Through that I have learned a great deal about how a city operates, and the process required to move ideas into policy.

Furthermore I believe my finance background will be very useful in understanding the details of the issues facing planning commission.

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
March 4, 2025

For: Mayor and City Council

From: Bonnie Wessler, DPS Director

Subject: Resolution No. 2025-042 Appointing Bonnie Wessler as WRRMA Delegate, and Ryan Dillon as WRRMA Alternate Delegate, both with a term expiring December 31, 2025.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. WRRMA delegate- Council- RFL_Resolution

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: March 4, 2025

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



From: Bonnie Wessler, DPW Director

Subject: Washtenaw Regional Resource Management Authority (WRRMA) Alternate

The City of Ypsilanti is a member agency of the Washtenaw Regional Resource Management Authority (WRRMA). Membership in this agency helps to enable cooperation across municipal boundaries with regards to recycling and other materials management activities.

RECOMMENDED ACTION: Approval

ATTACHMENTS: None

FY2024/2025 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
-



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti is a member of the Washtenaw Regional Resource Management Authority; and

WHEREAS, the City Council has the authority to appoint a delegate as detailed in the WRRMA Articles of Incorporation; and

WHEREAS, the City Council has determined that the citizens of the community will be served well by the appointments of Bonnie Wessler to the role of WRRMA Delegate, and Ryan Dillon to the role of WRRMA Alternate.

NOW THEREFORE BE IT RESOLVED that Bonnie Wessler is hereby appointed as WRRMA Delegate, and Ryan Dillon is hereby appointed as WRRMA Alternate Delegate, both with a term expiring December 31, 2025.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
March 4, 2025

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Resolution No. 2025-043 Authorizing the City Manager to submit the Renewable Energy and Electrification Infrastructure Enhancement Grant application, and for the City to act as Fiduciary in its administration.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. RFL Solar
2. Renewable_Energy_EIED_Grant_2025_RFP_Response_Ypsilanti_v04
3. Renewable_Energy_EIED_Grant_2025_RFP_Response_Ypsilanti_v04

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: March 4, 2025

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION
March 4, 2025

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Renewable Energy and Electrification Infrastructure Enhancement and Development Grant

SUMMARY & BACKGROUND:

During the February 18th City Council Meeting Dave Strenski provided a presentation on a Renewable Energy and Electrification Infrastructure Enhancement and Development Grant. If approved, this grant would help leverage the installation of solar panels on homes in the Neighborhood Enterprise Zone.

Approval of this resolution would direct the City Manager to submit the grant and for the City to act as Fiduciary.

RECOMMENDED ACTION:

ATTACHMENTS: Resolution, grant application

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: March 4, 2025

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Sustainable practices should be the focus of all governments and people across the globe; and

WHEREAS, solar power provides clean and renewable energy; and

WHEREAS, the Renewable Energy and Electrification Infrastructure Enhancement Grant will assist in the installation of solar panels within the Neighborhood Enterprise Zone; and

WHEREAS, the addition of solar panels will decrease the cost of electric bills, and increase economic stability.

NOW THEREFORE BE IT RESOLVED THAT The City Council of the City of Ypsilanti direct the City Manager to submit the grant application, and for the City to act as Fiduciary in its administration.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

State of Michigan
Department of Licensing and Regulatory Affairs
Michigan Public Service Commission

Renewable Energy and Electrification Infrastructure Enhancement and Development Grant

RESPONSE DOCUMENT

Bidder Name: City of Ypsilanti

ESTIMATED TIMELINE	
TASK	DATE
Issue Date	January 21, 2025
Inquiries Due (round one)	February 10, 2025
Reponses to Inquiries Posted	February 18, 2025
Inquiries Due (round two)	February 24, 2025
Responses to Inquiries Posted	March 3, 2025
Proposals Due	March 20, 2025
Proposals Posted Publicly	March 25, 2025
Public Comment Period End Date	May 9, 2025
Modified Proposals Due	May 27, 2025
Modified Proposals Posted Publicly	May 30, 2025
Anticipated Announcement of Grant Awards	October 2025
Anticipated Grant Start Date	January 1, 2026



PART V: INFORMATION REQUIRED FROM APPLICANT(S)

Applicant(s) must submit one proposal. **Electronically submitted proposals must have a scanned signature or e-signature** and cannot exceed 15 MB.

Applicant(s) must provide responses to each section below using the RFP Response Template. **The RFP Response Template document can be found on the [Renewable Energy and Electrification Infrastructure Enhancement and Development Grant webpage](#).** Be as descriptive as possible and answer each question in its entirety; some questions have multiple components. In your responses, provide a straight-forward, concise description of the applicant(s)’s ability to meet the requirements of the RFP.

Questions that do not apply should be answered “N/A.”

V-A Identification of Organization

Applicant will provide the following:

- 1. State the full name and address of the organization.
- 2. The organization’s federal identification number.
- 3. The organization’s telephone numbers.
- 4. What percentage of the organization is located in Michigan.
- 5. The organization’s SIGMA ID number. Refer to Section I-B, Eligibility Requirements.
- 6. The organization’s SIGMA ordering address and payment address codes. Refer to Section I-B, Eligibility Requirements.
- 7. Name of the authorized signer(s) for any future grant agreements, their title, telephone number, and electronic mail address.

Bidder response:

- 1) City of Ypsilanti, 1 South Huron, Ypsilanti, MI, 48197
- 2) federal identification number
- 3) 734-483-1100
- 4) 100% of the City of Ypsilanti is located in Michigan.
- 5) SIGMA ID number
- 6) SIGMA ordering address and payment address codes
- 7) Authorized signer:
Andrew Hellenga, City manager
734-483-1556
ahellenga@cityofypsilanti.com

Identify whether the applicant is in a distressed area as identified in Section III-E Eligible Projects. Provide an explanation for how the applicant and/or project fits the criteria for a distressed area as defined in Section III-E Eligible Project.

Bidder response:

The targeted area is an area certified as a neighborhood enterprise zone under the neighborhood enterprise zone act, 1992 PA 147, MCL 207.771 to 207.786.

V-B Authorized Negotiator

State the name of one (1) contact person and their title, telephone number, and electronic mail address. The contact person must be authorized to be the negotiator for the proposed Grant Agreement with the State of Michigan and will be the main point of contact for the future grant. This person may or may not be the same as the authorized signer(s) in Section V-A, above.

Bidder response:

Andrew Hellenga, City manager
734-483-1556
ahellenga@cityofypsilanti.com

V-C Project Summary

Please provide a project summary of not more than 500 characters in length.

Bidder response:

Solar power is being installed at utility scale and on upper-income homes, and NOT on low-income homes due to the costs and tax credits issues. With funds from multiple sources, we will install solar on +100 low-income homes, that will make \$50 per home per month for 30 years. Installing +100 systems at one time, in one area, we will get economy of scale, yielding a price below \$2/watt, and train and hire locals for the project. We will lower CO2 and costs, create jobs, and improve Ypsilanti.

V-D Method for Addressing the Problem

State in succinct terms how the applicant's proposed project will support renewable energy and electrification infrastructure enhancement and development. Refer to Section III-B, Problem Statement.

Bidder response:

This project directly addresses renewable energy by placing solar power on +100 low-income homes that need this power the most. It will increase the City of Ypsilanti's already impressive 1.7MW of solar power, or 90 watts per capita. Furthermore, this project will contribute to the city's goals of reducing greenhouse gas emissions and improving energy efficiency, aligning with Ypsilanti's commitment to sustainability and its recognition as a SolSmart Gold solar energy leader. It will also help decentralize energy infrastructure and incentivize individual energy production, enhancing grid resilience.

V-E Project Objectives

Explain how the applicant's infrastructure or planning project will meet the goals of the MI Healthy Climate Plan, including a description of the estimated benefits. Refer to Section III-C, Objectives. Also include any other identified project metrics that will be included in the project status reports as referenced in Section IV-B.

Bidder response:

This project meets the following MI Healthy Climate Plan Goals:

Goal: Commit to environmental justice and pursue a just transition –Ypsilanti is a post-industrial, economically depressed community and faces significant socioeconomic challenges, and can be considered a disadvantaged community compared to state averages and surrounding areas. Ypsilanti's

median household income is \$44,141, which is significantly lower than the Michigan state median of \$69,183 and the National median of \$77,700. In terms of poverty 25.5% of Ypsilanti residents live in poverty, nearly double the state average of 13%. Furthermore, Ypsilanti residents have high rates of unemployment especially among males, where 44.42% are unemployed. Census Tract 4103 in Ypsilanti is designated as a Low-Income Community Opportunity Zone, which is the target area for this project. This project will expand access to solar energy for low-income residents, addressing the current disparity in solar adoption between income groups. Additionally, this project supports Ypsilanti's efforts to revitalize neighborhoods, increase owner-occupied housing, and keep owners in their homes by lowering utility costs in the Neighborhood Enterprise Zone area.

Goal: Clean the electric grid – This project supports the State's goal to generate 60 percent of the state's electricity from renewable resources and phase out remaining coal-fired power plants by 2030. Solar installations, the size we are targeting, offer net-zero emissions. Installing 5kW of solar power across more than a 100 homes, will provide more than a half megawatt of power and will reduce the amount of coal being burned at the DTE electrical power plant in Monroe Michigan. A 5kW solar system saves approximately 4.8 metric tons of CO2 emissions per year, therefore 100 homes save 480 metric tons of CO2 per year. Taking less energy from the coal plants also reduces pollutants, specifically sulfur dioxide and nitrogen oxide. Roof top solar power also eliminates any electrical transmission losses, potentially gaining another 2.5% of free power compared to power that comes from 40 miles away.

Further benefits that we expect to see because of this project include:

- Distributed solar generation which decreases peak demand on the central power infrastructure, potentially lowering costs for all consumers.
- Increased home value as solar installations is viewed as upgrades, potentially increasing property values by an average of \$15,000.
- Protection against rising energy costs providing a hedge against future increases in electricity rates.
- Solar installations will create jobs as we employ local residents to be trained in solar installation.
- Increased investment in the community, through upgrading homes and providing homeowners monthly savings of approximately \$50-75, leading to broader economic benefits locally.

V-F Work Plan

Provide a well thought out and detailed work plan based on the requirements outlined in Section III-D Tasks. Include a thorough description of all project work to be accomplished, including any anticipated challenges and risks, and how those risks will be mitigated. The applicant's impact study must be attached to the application. If applicant is applying for a Planning Grant, the Planning Narrative should be described in this section.

Bidder response. If applying for an infrastructure grant, the bidder must identify what pages in the Impact Study the specific information requested in Section III-D Tasks, A.1, or B.1 are found.:

Work Plan:

- 1) Secure the balance of funding from public, private, and foundations along with the funds from this grant.
- 2) Refine the list of targeted addresses in the NEZ (Neighborhood Enterprise Zone) and Opportunity Zone to identify the target homes for this initiative. This step was performed

two years ago; however, we will update it this spring to identify all the owner-occupied addresses in the NEZ. We will also cross reference these homes to verify that these addresses are also in the Opportunity Zone and available for the 40% Federal renewable energy tax credit. Lastly, we will re-run the list of addresses through Google Sunroofs (<https://sunroof.withgoogle.com/>) to rank the addresses from the best to the worse solar exposure.

- 3) Create an RFP (request for proposals) for solar contractors to bid on. The RFP will be awarded to the contractor that can install the most solar power on the most homes within the given budget. The contractor will be required to train and hire a minimum of four local residents to help with the project. They will also be required to monetize the 40% tax credit and use those funds to install solar on more homes.
- 4) Release the RFP and collect bids from at least 3 contractors. We will start with solar contractors from this list <https://www.girea.org/business-directory>.
- 5) After the winning contractor is selected, start community outreach to the residents whose homes have been identified for solar. We have commitments from Ypsilanti's Mayor Brown and Councilmember Tooson, who live in the area, to help introduce the program and encourage homeowners to sign up. We also have strong connections with area Pastors and Deacons who have already installed solar on their churches whose support we are soliciting to identify parishioners who live in the neighborhood who would qualify for the program.
- 6) Collaborate with the contractor to locate local talent for job training through the project. We will reach out to Michigan Works! and MiSTEM, whose mission is to support job training programs and initiatives to prepare students and job seekers for STEM careers. One of their areas of work is integrating business and education to provide authentic learning opportunities for students. We will solicit interested students from this network, as well as identify local neighborhood residents who are interested in job training in the renewable industry. After an application and vetting process, we will provide training and on-boarding to get them ready to assist contractors. Here's a two-minute video about our success in training working in solar power. (<http://solarypsi.org/SunShotVideo.html>)
- 7) Contractor purchases materials, undertakes system design, secure permits, and installs solar assets for participating households. The contractor will be paid on a regular basis, after every twenty jobs are completed. Add the new solar installations to the existing SolarYpsi website (<https://www.solarypsi.org/>) to track the progress.
- 8) Title transfer: After the time period needed for solar the tax credit, the title of solar installation will then transfer to the homeowners.
- 9) As the solar installations progress and we gain publicity about the project, we'll invite others in the area to take advantage of the lowered price for a solar installation to use their own funds and install solar power on their homes.

Applicant must include a timeline and Gantt chart. Please attach as a separate document if necessary.

Bidder response:

November 2025 – After announcement of the awards, start work on refining the list of targeted homes for solar installations. Start finding connections with those homeowners such that we can get an

introduction and encourage them to participate in the program. We will also start collecting electric bills and making estimates of their electrical needs and evaluating their roofs.

December 2025 – Start working on a draft RFP for the contractors to bid on . Finalize other funding sources and create the final budget.

January 2026 – Grant is awarded, and we can officially start on the project. Finished the RFP and release it for bids.

February 2026 - Collect responses and select the winner.

March 2026 – Start installing solar on the targeted homes. Continue to fill the pipeline with new customers. Alert the media to gain exposure of the project and encourage more homeowners to join the program.

April 2026 – 20 homes completed. Add them to the SolarYpsi website. Release funds to the contractor.

May 2026 – 40 homes completed. Add them to the SolarYpsi website. Release funds to the contractor.

June 2026 – 60 homes completed. Add them to the SolarYpsi website. Release funds to the contractor.

July 2026 – 80 homes completed. Add them to the SolarYpsi website. Release funds to the contractor.

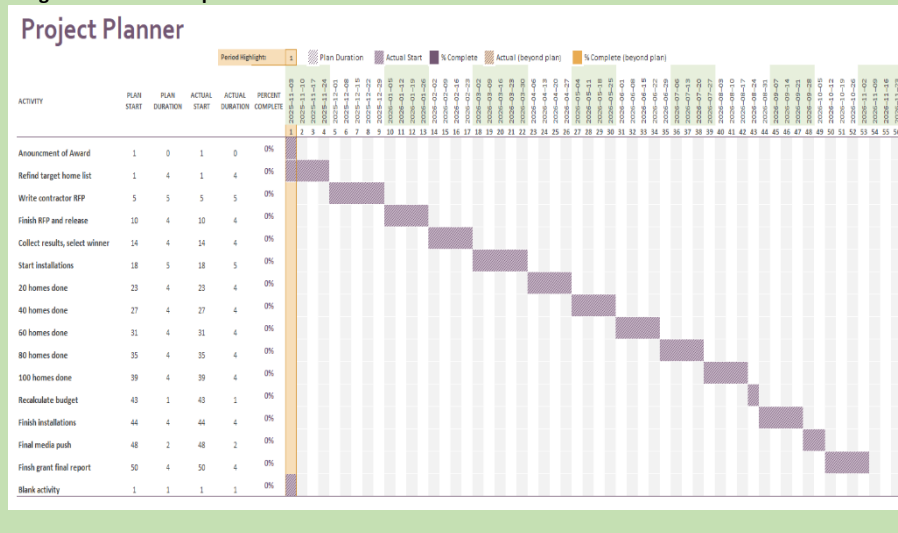
August 2026 - 100 homes completed. Add them to the SolarYpsi website. Release funds to the contractor.

September 2026 – Evaluate the budget and costs of the solar installations and project how many more homes will exhaust the funds. Complete those homes. Add them to the SolarYpsi website. Release the remaining funds to the contractor.

October 2026 – Contact the media to report our successes and encourage other communities to duplicate this program.

November 2026 – Finalize the grant. Celebrate our accomplishments.

Progress tracked in separate Gantt chart.



V-G Management Summary

- (1) Describe management procedures that will be used by the organization to complete the proposed project.

- (2) Describe the organization's quality control measures, including measures for ensuring compliance as well as eligibility determination. In your description, include information regarding separation of duties.
- (3) Selected applicant(s) must provide fiscal control and financial accounting procedures that will assure that grant funds will be accounted for and properly dispersed in a way that will allow the Issuing Office to clearly review and verify all grant related expenditures. Describe the organization's internal control policy:
 - Identify the type of accounting system/software the organization will use to account for grant funds.
 - Identify how duties will be separated.
 - Describe how the organization will track and account for allowable and allocable expenditures submitted for reimbursement.
 - Indicate whether internal and external audits of the organization's operations are performed on an annual basis. Selected applicant(s) must provide a copy of the organization's most recent audited financial statement as well as a copy of the organization's most recent single audit as required by OMB Circular 200.36.
- (4) Describe your agency's data security plan.

Commented [1]: We may need to City to add some things here.

Bidder response:

By implementing intentional management procedures and quality control measures, the project will ensure efficient execution, high-quality installations, and optimal performance of the solar panel systems for the resident beneficiaries in Ypsilanti.

Project Management and Program Quality Procedures

We will work with the contractor to ensure the following management and quality steps are taken and are part of the contracted services:

- 1) Conduct a thorough site assessment for each property to determine solar potential and any potential challenges.
- 2) Obtain all required permits and approvals from local authorities.
- 3) Perform rigorous equipment selection including choosing high-quality solar panels, inverters, and other components suitable for residential installations.
- 4) Verify product certifications and conformity labeling.
- 5) Conduct thorough visual inspections to check for physical defects, cracks, or damage on panels, frames, and other components.
- 6) Carry out electrical performance testing including measuring power output, voltage, and current to ensure panels meet specifications.
- 7) Verify installation quality by checking proper connections and wiring installation, ensure correct tilt and orientation of solar panels and inspect mounting equipment for stability.
- 8) Perform system-level tests including testing grid connections and synchronization, verifying emergency shut-off and disconnect procedures and checking compliance with municipal electrical codes and safety standards.
- 9) Document and analyze overall system performance including comparing system output against specifications and maintaining records for future reference and warranty purposes.

V-H Personnel

Selected applicant(s) must be able to staff a project team that clearly possesses skill and experience relative to the project.

- 1) Applicant(s) must identify the authorized contact person and key personnel to be involved with this

project by name and title and provide a brief summary of their experience, qualifications, and the work to be performed.

- 2) If other organizations will be playing a role in the proposed project, provide sufficient background information that will give the MPSC a reasonable understanding of each organization's qualifications.
- 3) Include a detailed organizational chart including names, titles, and geographic location of all individuals that will contribute to the project.
- 4) If personnel or other organizations have signed a confidentiality agreement, attach a copy along with a list of personnel and the date that the confidentiality agreement was signed.

Bidder response:

Andrew Hellenga

City of Ypsilanti City Manager
Authorized contact person

Andrew has held various positions in the city for the past 10 years.

Joe Meyers

City of Ypsilanti Community Services Director
Coordination city staff to fulfill the grant requirements.
Director of Community Services, City of Ypsilanti, Apr 2024 – Present
Community Development Director, Detroit Regional Partnership, Apr 2023 - Mar 2024
Director of Economic Development, City of Ypsilanti, Nov 2015 - Apr 2023

Katie Jones

City of Ypsilanti Economic Development & Equity Coordinator
Coordination city staff to fulfill the grant requirements.
Economic Development & Equity Manager, City of Ypsilanti, May 2024 - Present
Economic Development & Equity Coordinator, City of Ypsilanti, Jan 2023 - May 2024
Associate Director Of Operations, Fair Food Network, May 2022 - Dec 2022
Acting Director of Operations, Fair Food Network, Jun 2022 - Sep 2022
Executive Assistant, Fair Food Network, Dec 2020 - Jun 2022

Tom Koch

City of Ypsilanti Communication Manager
Manage the publication of information about the project.
Communications Manager, City of Ypsilanti, Oct 2021 – Present
Office Manager, Fendt Builder's Supply, Mar 2021 - Oct 2021
Inside Sales & Dispatcher, Fendt Builder's Supply, May 2018 - Mar 2021

David Strenski

Founder of SolarYpsi, volunteer
Write monthly reports, coordinate contractor work, help sign up households for solar
Founder of SolarYpsi, 2005 – present.
Day job as a computer system architect at Hewlett Packard Enterprise

John Weiss

Volunteer
managing fund raising
Day job as the Director of Strategic Initiatives at the Neutral Zone in Ann Arbor

Steve Pierce

Volunteer

Technical advisor

Day job as the co-owner of The Ypsilanti Performance Space.

V-I Budget

To enable the MPSC to evaluate all project costs, applicant(s) will submit a proposed budget and corresponding budget narrative. Please see Attachment A for the required budget format. The budget and narrative must include only Renewable Energy and Electrification Infrastructure Enhancement and Development Grant Program funds in the budget; do not include matching, leveraged, cost share or any other type of supplemental funds. The budget narrative must identify the budget line item and number, provide a detailed description for each line, and include individual unit prices.

This is a reimbursement-based grant. Selected applicant(s) will be required to provide supporting documentation for all grant expenditures incurred during the term of the grant. Accounting records must be supported by source documentation including, but not limited to, general ledgers, time sheets, payroll registers, invoices, check copies and bank statements, or cancelled checks. Expenses will be verified based on actual expenditures incurred within the grant period that are supported by source documentation, not budgeted amounts.

- 1) **Budget Changes** – Any changes to the budget must be pre-approved by the MPSC Grant Administrator. Changes in the budget of less than 5% of the total line item amount, or \$2,000 (whichever is greater), do not require a formal amendment; however, a revised budget should be submitted to the MPSC Grant Administrator for approval. The allowable transfer should be calculated as less than 5%, or \$2,000 (whichever is greater), of the total line item that the funds are being transferred from.

Cumulative changes in the budget equal to or greater than 5% of the total line item amount, or \$2,000 (whichever is greater), may be permitted only upon prior review and written approval by the MPSC Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.
- 2) **Disallowed Costs** – Disallowed costs include but are not limited to the following: sick pay, vacation pay, holiday pay, bonuses, overtime, tuition reimbursement/remission, vehicle allowance, seminars, conferences, meetings, subscriptions, dues, and memberships.
- 3) **Administrative Costs** – Administrative costs cover expenses related to general administrative functions and coordination of functions and oversight directly related to the Renewable Energy and Electrification Infrastructure Enhancement and Development Grant Program administrative functions. Administrative costs should include costs of goods and services required for administrative functions of the program; travel costs incurred for official business in carrying out administrative activities or the overall management of the Renewable Energy and Electrification Infrastructure Enhancement and Development Grant Program; costs of information systems related to administrative functions; and contractual services related to sub-recipients or vendors that are solely for the performance of administrative functions. **Total direct administrative costs must be identified and labeled clearly.**
- 4) **Budget Requirements** – The proposed budget will display three (3) headings identified as the: Line Item, Budget Category, and Total Grant Request. The budget line items that need to be included, at a minimum, are listed below. The budget should reflect the best estimate of actual

costs using whole numbers. Please refrain from using decimals or formulas. Refer to the budget example provided in Attachment A.

- **Personnel** – In the budget, include the name, job title, and salary for each staff position to be paid for by the grant. Time sheets and payroll registers must be submitted for each staff position, and hours worked must be grant related. Fringe benefits may not exceed 35% of each employee's salary. Fringe benefits will be reimbursed based on actual expenditures per employee up to 35%, not on budgeted amounts. Allowable benefits include: health, dental, and optical insurance, employer-paid Social Security and Medicare tax, Michigan and Federal unemployment tax, and other miscellaneous fringe benefits (life insurance, long- and short-term disability insurance, worker's compensation, and retirement program contributions up to 4%). Within the budget narrative, applicant(s) must provide details on the organization's method of calculating fringe benefit expenses that will be charged to the grant including whether fringe benefits are calculated on an annualized basis or based on the length of the grant term.

The budget narrative must include the number of weeks the individual will work on the grant; number of hours per week a full time employee of the organization is expected to work; a description of the work to be performed by each individual; the estimated hours to be worked; actual pay rate; the fringe benefit percentage being charged to the grant for each employee; the percentage of the employee's time allocated to the grant; whether each employee is salaried-exempt, salaried-non-exempt or hourly; and any other applicable information related to the individual's duties and responsibilities in connection with this grant.

Individuals that are not on selected applicant(s)'s payroll, e.g., independent contractors, individuals receiving a Form 1099, temporary workers, etc., must be placed under the Contractual Services budget category. Only employees on the selected applicant(s)'s payroll should be included in the Personnel budget category.

- **Supplies, Materials, and Equipment** – Specify item(s) and cost. The budget narrative should include the anticipated cost of each item, a detailed explanation of the item's purpose, and how it relates to the project being funded. Be as detailed as possible.
- **Contractual Services** – These services must be competitively bid. Individuals that are not on selected applicant(s)'s payroll, e.g., independent contractors, individuals receiving a Form 1099, temporary workers, etc., must be placed under **Contractual Services**. When competitive selection is not feasible or practical, the selected applicant(s) agrees to obtain the written approval of the MPSC Grant Administrator before making a sole source selection. Selected applicant(s) must provide a copy of contracts, memoranda of understanding or agreements signed by selected applicant(s) and contractors.

Selected applicant(s) assumes responsibility to select subcontractors on a competitive basis. A minimum of three (3) bids must be solicited and proposals must include, at a minimum: (1) name of selected applicant(s), grant number, and grant period; and (2) the type, number, and description of projects as described in the proposal.

Selected applicant(s) must provide the MPSC Grant Administrator with the solicitation, list of vendor responses (including amounts), and name of the selected vendor. Selected applicant(s) must maintain bids on file at their place of business according to Section II-H, Records Maintenance, Inspection, Examination, and Audit. The MPSC Grant Administrator will reserve the right to request a copy of all bids for services that are competitively bid.

Selected applicant(s) must award the project to the lowest bid unless the MPSC Grant Administrator has given prior written approval for selection of a higher bid. Selected applicant(s) must provide a written justification for the selection of a higher bid. When awarding subcontracts, the selected applicant(s) must ensure that preference is given to products manufactured in or services offered by Michigan-based firms.

- **Other Expenses** – This category is solely for use by organizations charging a per-case fee for

work performed by subunits or internal agencies within the organization that do not require a competitive bid, i.e. contract, memorandum of understanding or any other type of signed agreement.

- **Indirect Costs** – Indirect costs are costs not directly or specifically related to the grant program. Indirect costs are costs of administering the organization and must be spread over a number of products, services, or grant programs proportionately. Examples include office supplies and equipment, utilities, rent, maintenance and repair, insurance, accounting and bookkeeping services, and legal services. Non-cash expenses like depreciation, amortization, and depletion are not allowable indirect costs under this grant. **Total indirect costs must be identified, labeled clearly, and may not exceed an amount equal to 10% of the total direct costs.**

Selected applicant(s) will be reimbursed for its proportional share of indirect costs. This means the MPSC should be allocated a portion of the selected applicant(s)'s indirect costs and not 100% of the organization's total indirect cost.

Indirect costs should be displayed on the face of the budget on a single line item and the indirect rate should be rounded to six (6) decimal places. The budget narrative should contain a list of indirect costs, how the selected applicant(s) determined its indirect costs, and the percentage rate calculation for reimbursable indirect costs. Selected applicant(s) is not required to provide documentation supporting indirect costs; however, documentation verifying the costs must be retained by the selected applicant(s).

- 5) **Grant Expenditure Guidelines** - To ensure efficient review and approval of grant expenditures, selected applicant(s) will be provided additional guidelines to assist with calculating and determining accurate and appropriate grant expenditures.
- 6) **Budget Subtotal** - Each budget category should have a subtotal displaying the total anticipated amount to be expended, and the budget should include a subtotal for total direct project costs and a sum of total project costs.
- 7) **Travel** - In the event that any necessary travel is anticipated, all expenses must be reflected in the applicant(s) hourly rate.
- 8) **Budget Modifications** - After grants are approved by the MPSC, modifications of proposals and budgets may be necessary. If the MPSC does not approve the total amount requested in the original proposal, selected applicant(s) will be required to submit a revised proposal, budget and budget narrative for the purpose of entering into a Grant Agreement. New line items to the revised budget are not allowed.
- 9) **Unexpended Grant Funds** - Selected applicant(s) assumes the responsibility of ensuring all unexpended grant funds are returned to the State of Michigan at the end of the grant period. Failure to do so may render selected applicant(s) ineligible for future grant awards and/or subject to legal action.
- 10) **Commingling Grant Funds** - Selected applicant(s) may not commingle grant award funds with current or future grant awards. All funding sources must be managed and accounted for separately.

Bidder response: Templates for the Budget and Budget Narrative are attached to the RFP Response document located on the [Renewable Energy EIED webpage](#). In this bidder response, add any information not included in the Budget or Budget Narrative.

Line Item	Budget Category	TOTAL
1	Administrative Expenses	
2	Administrative Personnel (Grant Administration Staff)	
3	Salary	
4	Andrew Hellenga, City Manager, services provided by the city	\$0
5	Joe Meyers, Community Services Director, services provided by the city	\$0
6	Katie Jones, Economic Development Coordinator, services provided by the city	\$0
7	Tom Koch (Job Title) (2080 Hrs. @ \$45.50/hour)	\$0
8		
9	Dave Strenski, Founder of SolarYpsi, volunteer	\$0
10	John Weiss, Donation manager, volunteer	\$0
11	Steve Pierce, Technical advisor, volunteer	\$0
12	Total Salary	\$0
13	Fringe Benefits	
14	Andrew Hellenga, City Manager, services provided by the city	\$0
15	Joe Meyers, Community Services Director, services provided by the city	\$0
16	Katie Jones, Economic Development Coordinator, services provided by the city	\$0
17	Tom Koch (Job Title) (2080 Hrs. @ \$45.50/hour)	\$0
18		
19	Dave Strenski, Founder of SolarYpsi, volunteer	\$0
20	John Weiss, Donation manager, volunteer	\$0
21	Steve Pierce, Technical advisor, volunteer	\$0
22	Total Fringe Benefits	\$0
23	Total Administrative Personnel	\$0
24	Administrative Supplies, Materials, and Equipment	
25	General Office Supplies, provided by the city	\$0
26	Total Administrative Supplies, Materials, & Equipment	\$0
27	Total Administrative Expenses	\$0
28	Contractual Services	
29	Contractual Services Personnel Salary	
30	Salary	
31	none	\$0
32	Total Salary	\$0
33	Fringe Benefits	
34	none	\$0
35	Total Fringe Benefits	\$0
36	Total Contractual Services Personnel Salary	\$0
37	Contractual Services Supplies, Materials, and Equipment	
38	Supplies, Materials, and Equipment	\$0
39	Total Contractual Services Supplies, Materials, and Equipment	\$0
40	Total Contractual Services Expenses	\$0
41	Sub-contractual Services, Large Equipment, Customer Rebates, Other Direct	
42	Sub-contractual Services	
43	Solar contractor labor to manage and install about 100 solar installation (\$4200/home)	\$525,000
44	Total Sub-contractual Services	\$525,000
45	Large Equipment Costs (Infrastructure Grants)	
46	Solar panels (\$3000/home)	\$375,000
47	Solar inverter (\$1500/home)	\$187,500
48	Solar racking (\$650/home)	\$81,250
49	Conduit for solar installation (\$50/home)	\$6,250
50	Wire for solar installation (\$50/home)	\$6,250
51	Total Large Equipment Costs	\$656,250
52	Customer Rebates (Program Grants)	
53	40% Federal Renewable Energy Tax Credit (monitizes by contractor, \$4000/home)	\$500,000
54	Grace Sweeney Solar Rebate	\$50,000
55	Total Customer Rebates	\$550,000
56	Other Direct Costs	
57	City of Ypsilanti building and electrical permit (\$500/home)	\$62,500
58	DTE co-generation application fee (\$50/home)	\$6,250
59	Total Other Direct Costs	\$68,750
60	Total Sub-Contractual Services, Large Equipment, Customer Rebates, Other Direct Costs	\$700,000
61	Total Direct Cost	\$700,000
62	Indirect Costs	
63	Indirect Cost (0.10) – May not exceed 10% of total direct costs.	\$0
64	Total Indirect Costs	\$0
65	Funds from donors	
66	Private donors contributions and other municipal sources	\$200,000
67	Total donations	\$200,000
68	TOTAL GRANT FUNDS REQUESTED	\$500,000

Total Grant funds requested are \$500,000

Commented [2]: @dave@strenski.com - this is the revenue, not the budget. We need a detailed budget following the format on p13 below.

V-J Current and Prior Experience and Funding Disclosure

Current and prior experience is important to the selection process. Proposals submitted by applicant(s) should include:

- 1) A description of the organization's experience in conducting the type of work proposed. Include current activities and activities for the previous ten years. Include project results.
- 2) If applicant(s) received a similar grant award from the State of Michigan in prior years, identify the grant program and provide a summary of the project and project accomplishments. Include a short narrative explaining how any issues experienced with the prior grant(s) were resolved.
- 3) Identification of the organization's current funding source(s) and the level of funding for the current year and the previous ten years.
- 4) If additional dollars beyond these grant funds are being used for this project, indicate the source and amount.

Secured

City of Ypsilanti - \$50,000 (Sweeny Rebate Program)

Pending and Scheduled Requests:

Private Foundation Grants

- Erb Foundation - \$50,000
- James A. & Faith Knight Foundation - \$45,000
- Song Foundation - \$100,000
- Wege Foundation - \$50,000

State and County

- State earmark request: Senator Jeff Irwin and Representative Jimmie Wilson
- Washtenaw County Office of Community Development
- Michigan Solar Access Program - \$100,000

Tax Credit Financing

\$400,000 = 40% tax credit (\$1,000,000 x 0.40)

- 5) If applying for a planning grant, identify potential funding sources (both internal and external) that are secured to undertake construction of facilities or implementation of programs that a planning grant is intended to identify.

Bidder response:

This is not a planning grant.

V-K Additional Information and Comments

Include in this section any other information that is believed to be pertinent but not specifically requested elsewhere in this RFP.

Bidder response:

This project should be considered as a pilot project that can be replicated across the state. It's an excellent way to kick-start solar installations in a new area. From our experiences in Ypsilanti, the best way to get a homeowner to install solar, is for them to see it installed on their neighbor's roof. Then

Commented [3]: @dave@strenski.com - this is the revenue, not the budget. We need a detailed budget following the format on p13 below.

Commented [4]: @dave@strenski.com - I worked this piece up. It's not super strong, but I think its the best we can present at this point for this section.
Assigned to dave@strenski.com

every time they walk or drive by, they are reminded that solar is real and working in their neighborhood. This pilot will also demonstrate that installing solar power on a large number of homes, in one neighborhood, will lower the cost of a solar installation through the economics of scale. Once the price is lowered, other in the surrounding area will also want to “go solar” and the volume of installations goes up and the price continues to fall. Like ripples in a pond, we hope that this pilot project will help lower the cost of solar power across the state.

This project can also be scaled up as far as you want and scaled down to a minimum of 50 homes to still get economics of scale.

V-L Certification of Proposal

Please sign the proposal including the following language:

I certify that all information contained in the proposal is true to the best of my knowledge and belief, and that the organization is in compliance and agreement with all sections of the Request for Proposal. Failure to comply with grant terms may result in termination.

Certified by: _____
Date

Authorized Signatory Name and Title

Name of Organization

PART VI: EVALUATION AND SELECTION CRITERIA

VI-A Criteria and Scoring

All proposals received will be subject to an evaluation by the MPSC. The evaluation will be conducted in a manner appropriate to select the applicant(s) for the purpose of entering into a Grant Agreement to perform the proposed project within the established timeline.

All proposals will receive an initial screening to ensure that the eligibility criteria are met. Proposals failing to meet the eligibility requirements described in **Section I-B, III-E, and III-F** that do not comply with the requirements of the RFP, and/or which are incomplete, will be rejected automatically.

Proposals meeting the RFP and grant program requirements will be evaluated based on the following factors. Only proposals receiving a score of 80 points or higher will be considered for a grant award.

Program Priorities

(5 Points)

Proposals will be evaluated on the incorporation of the criteria outlined in Section III-B Problem Statement and whether the project will support renewable energy and electrification infrastructure enhancement and development in Michigan.

Project Objectives

(15 Points)

Proposals will be evaluated on how clearly they identify and address aspects of the MI Healthy Climate Plan, Section III-C Objectives.

Project Work Plan and Impact

(35 Points)

Proposals will be evaluated based on the scope of work, its merit, and the quality and depth of detail of information submitted as outlined in Section III-D Tasks.

Project Feasibility

(25 Points)

Proposals will be evaluated on their likelihood of success and feasibility to achieve the purpose and tasks required by this RFP. The evaluation will include a review of the identified personnel, if the project will be completed within the established timeframe of the grant, other funding sources that will be used to complete the project, and consideration of potential risks.

Experience of Organization/Project Team

(20 Points)

Proposals will be evaluated on the experience and qualifications of the organization, as required in Section V-G Management Summary and Section V-J Current and Prior Experience and Funding Disclosure.

ATTACHMENTS

Attachment A: Sample Budget Table

Renewable Energy and Electrification Infrastructure Enhancement and Development (EIED) Grant

Below is a sample budget in the required format for this RFP and the resulting grant agreement(s). All numbers are fictitious and must be removed and replaced with actual proposed budget amounts prior to submission of the proposal.

Line Item	Budget Category	TOTAL GRANT REQUEST
1	Administrative Expenses	
2	Administrative Personnel (Grant Administration Staff)	
3	<i>Salary</i>	
4	Employee 1 (Job Title) (2080 Hrs. @ \$57.50/hour)	\$119,600
5	Employee 2 (Job Title) (2080 Hrs. @ \$45.50/hour)	\$94,640
6	Total Salary	\$214,240
7	<i>Fringe Benefits</i>	
8	Employee 1 (Job Title) (2080 Hrs. @ \$20.00/hour)	\$41,600
9	Employee 2 (Job Title) (2080 Hrs. @ \$20.00/hour)	\$41,600
10	Total Fringe Benefits	\$83,200
11	Total Administrative Personnel	\$297,440
12	Administrative Supplies, Materials, and Equipment	
13	General Office Supplies	\$6,000
14	Total Administrative Supplies, Materials, & Equipment	\$6,000
15	Total Administrative Expenses	\$303,440
16	Contractual Services	
17	Contractual Services Personnel Salary	
18	<i>Salary</i>	
19	Employee 1 (Job Title)	\$32,562
20	Employee 2 (Job Title)	\$39,520
21	Total Salary	\$72,082
22	<i>Fringe Benefits</i>	
23	Employee 1 (Job Title)	\$9,897
24	Employee 2 (Job Title)	\$11,583
25	Total Fringe Benefits	\$21,480
26	Total Contractual Services Personnel Salary	\$93,562
27	Contractual Services Supplies, Materials, and Equipment	
28	Supplies, Materials, and Equipment	\$3,000
29	Total Contractual Services Supplies, Materials, and Equipment	\$3,000
30	Total Contractual Services Expenses	\$96,562

31	Sub-contractual Services, Large Equipment, Customer Rebates, Other Direct Costs	
32	Sub-contractual Services	
33	Vendor 1	\$66,782
34	Vendor 2	\$52,063
35	Independent Contractor 1	\$30,682
36	Independent Contractor 2	\$30,838
37	Total Sub-contractual Services	\$180,365
38	Large Equipment Costs (Infrastructure Grants)	
39	Type of Equipment	\$100,000
40	Total Large Equipment Costs	\$100,000
41	Customer Rebates (Program Grants)	
42	Payments to Residential Customers (23 @ \$500)	\$11,500
43	Payments to Commercial Customers (16 @ \$2,000)	\$32,000
44	Total Customer Rebates	\$43,500
45	Other Direct Costs	
46	Other Direct Costs Detailed	\$10,000
47	Total Other Direct Costs	\$10,000
48	Total Sub-Contractual Services, Large Equipment, Customer Rebates, Other Direct Costs Expenses	\$333,865
49	Total Direct Cost	\$733,867
50	Indirect Costs	
51	<i>Indirect Cost (0.10) – May not exceed 10% of total direct costs.</i>	\$73,387
52	Total Indirect Costs	\$73,387
53	TOTAL GRANT FUNDS REQUESTED	\$807,254

Attachment B: Sample Budget Narrative

Below is a sample budget narrative in the required format for this RFP and the resulting grant agreement(s). All numbers are fictitious and must be removed and replaced with actual proposed budget amounts and narrative detail prior to submission of the proposal.

1	Administrative Expenses
2	Administrative Personnel (Grant Administration Staff) In the event that any necessary travel is anticipated, all expenses must be reflected in the applicant(s) hourly rate.
3	<i>Salary</i> <Name of Organization>'s full time workweek is <e.g., 37.5 or 40 > hours. All employees are full time unless otherwise stated.
4	Employee 1 Name (Job Title) Employee 1 will – <provide a brief summary of the work to be performed by Employee 1>. Employee 1 can work on the project for <52 weeks>; up to <40> hours per week as an <hourly/salaried> <exempt/non-exempt> employee. This budget line item is based on an estimate of 100% of time allocated to the project or 2080 hours @ \$57.50 per hour. The approximate cost for this line item number is \$119,600.
5	Employee 2 Name (Job Title) Employee 2 will – <provide a brief summary of the work to be performed by Employee 2>. Employee 2 can work on the project for <52 weeks>; up to <40> hours per week as an <hourly/salaried> <exempt/non-exempt> employee. This budget line item is based on an estimate of 100% of time allocated to the project or 2080 hours @ \$45.50 per hour. The approximate cost for this line item number is \$94,640.
6	Total Salary = \$214,240
7	<i>Fringe Benefits (Fringe benefit for Employees should match named salary employees listed above)</i>

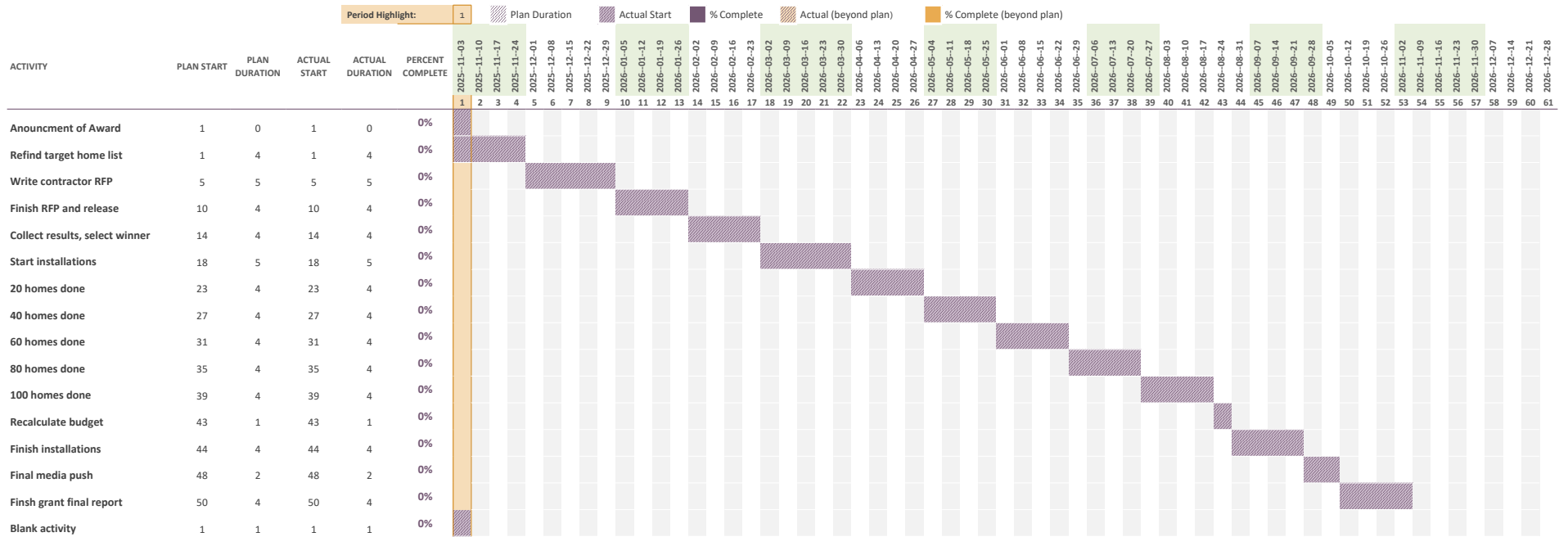
8	Employee 1 Name (Job Title) Fringe benefits for Employee 1 <Name> should equal not more than 35% of his/her grant-related salary. These fringe benefits include <list fringe benefits received by Employee 1>. The cash basis of accounting is used to calculate Fringe Benefit expenses applicable to the grant. Our organization will use the accrual basis of accounting method for all transactions in the general ledger. The approximate cost for this line item number is \$41,600. <i>Note: Allowable fringe benefits include the following: Health, Dental, and Optical Insurance, employer- paid Social Security and Medicare Tax, Michigan and Federal unemployment tax, and other miscellaneous fringe benefits (i.e., life insurance, long-and short-term disability insurance, workers' compensation, and retirement program contributions up to 4%). Only include benefits the employee is actually receiving or is expected to receive. If each employee receives the same fringe benefit package, list the items under the first employee and refer to the line item where they are listed for each additional employee.</i>
9	Employee 2 Name (Job Title) Fringe benefits for Employee 1 <Name> should equal not more than 35% of his/her grant-related salary. These fringe benefits include <list fringe benefits received by Employee 2>. The cash basis of accounting is used to calculate Fringe Benefit expenses applicable to the grant. Our organization will use the accrual basis of accounting method for all transactions in the general ledger. The approximate cost for this line item number is \$41,600.
10	Total Fringe Benefits = \$83,200
11	<i>Approximate Total Administrative Personnel = \$297,440</i>
12	Administrative Supplies, Materials, and Equipment
13	General office supplies, for example paper and general office supplies, are estimated at \$6,000.
14	<i>Approximate Total Administrative Supplies, Materials, and Equipment = \$6,000</i>
15	Total Administrative Expenses = \$303,440 (Lines 6, 10, 14)
16	Contractual Services
17	Contractual Services Personnel Salary In the event that any necessary travel is anticipated, all expenses must be reflected in the contractual services personnel hourly rate.
18	<i>Salary</i> <Name of Organization><Services provided by this contractor> Organization's full time workweek is <e.g. 37.5 or 40 > hours. All employees are full time unless otherwise stated.

19	Employee 1 Name (Job Title) Contracted Employee 1 will – <provide a brief summary of the work to be performed by Contracted Employee 1>. Contracted Employee 1 can work on the project for 52 weeks; up to 40 hours per week as an <hourly/salaried> <exempt/non-exempt> employee. This budget line item is based on an estimate of 50% of time allocated to the project or 1040 hours @ \$31.31 per hour for a total of \$32,562.
20	Employee 2 Name (Job Title) Contracted Employee 2 will – <provide a brief summary of the work to be performed by Contracted Employee 2>. Contracted Employee 2 can work on the project for 52 weeks; up to 20 hours per week as an <hourly/salaried> <exempt/non-exempt> employee. This budget line item is based on an estimate of 50% of time allocated to the project or 1040 hours @ \$38 per hour for a total of \$39,520.
21	Total Contractual Services Salary = \$72,082
22	<i>Fringe Benefits</i>
23	Employee 1 Name (Job Title) Fringe benefits for Employee 1 will not exceed 35% of his/her grant-related salary. These fringe benefits include <list fringe benefits received by Employee 1>. The cash basis of accounting is used to calculate Fringe Benefit expenses applicable to the grant. Our organization will use the accrual basis of accounting method for all transactions in the general ledger. The approximate cost for this line item number is \$9,897. <i>Note: Allowable fringe benefits include the following: Health, Dental, and Optical Insurance, employer- paid Social Security and Medicare Tax, Michigan and Federal unemployment tax, and other miscellaneous fringe benefits (i.e., life insurance, long-and short-term disability insurance, workers' compensation, and retirement program contributions up to 4%). Only include benefits the employee is actually receiving or is expected to receive. If each employee receives the same fringe benefit package, list the items under the first employee and refer to the line item where they are listed for each additional employee.</i>
24	Employee 2 Name (Job Title) Fringe benefits for Employee 2 will not exceed 35% of his/her grant-related salary. These fringe benefits include <list fringe benefits received by Employee 2>. The cash basis of accounting is used to calculate Fringe Benefit expenses applicable to the grant. Our organization will use the accrual basis of accounting method for all transactions in the general ledger. The approximate cost for this line item number is \$11,583.
25	Total Fringe Benefits = \$21,480
26	Approximate Total Contractual Services Personnel Salary = \$93,562
27	Contractual Services Supplies, Materials, and Equipment
28	Supplies, Materials, and Equipment includes <provide detailed description of supplies, materials, and equipment> and are estimated at \$3,000.

29	Approximate Total Contractual Services Supplies, Materials, and Equipment = \$3,000
30	Total Contractual Services Expenses = \$96,562 (Lines 21, 25, 29)
31	Sub-contractual Services, Large Equipment, Customer Rebates, and Other Direct Costs
32	Sub-Contractual Services
33	Vendor 1 <Vendor 1 Name> <Description of services offered by this vendor> Total approximate cost for this line item is \$66,782.
34	Vendor 2 <Vendor 2 Name> <Description of services offered by this vendor> Total approximate cost for this line item is \$52,063.
35	Independent Contractor 1 <Independent Contractor Name> <Description of services offered by this independent Contractor> Total approximate cost for this line item is \$30,682.
36	Independent Contractor 2 <Independent Contractor 2 Name> <Description of services offered by this independent contractor> Total approximate cost for this line item is \$30,838.
37	Approximate Total Sub-Contractual Services = \$180,365
38	Large Equipment Costs (Infrastructure Grants)
39	<Type of Large Equipment> <Use of large equipment> Total approximate cost for this line item is \$100,000.
40	Approximate Total Large Equipment Costs = \$100,000
41	Customer Rebates (Program Grants)
42	Payments to Residential Customers (23 @ \$500) <Types and/or use of rebates> Total approximate cost for this line item is \$11,500.
43	Payments to Commercial Customers (16 @ \$2,000) <Types and/or use of rebates> Total approximate cost for this line item is \$32,000.

44	<i>Approximate Total Customer Rebates = \$43,500</i>
45	Other Direct Costs
46	Other Direct Costs Detailed <Detail, by line item, each item that is being considered other direct costs> Total approximate cost for this line item is \$10,000.
47	<i>Approximate Total Other Direct Costs = \$10,000</i>
48	Total Sub-Contractual Services, Large Equipment, Customer Rebates, and Other Direct Cost Expenses = \$333,865 (Lines 37, 40, 44, 47)
49	Total Direct Costs = \$733,867 (Lines 15, 30, 48)
50	Indirect Costs
51	Indirect Cost (0.1) Indirect Costs account for expenditures that are unforeseen and are not considered part of direct costs. Provide a list of indirect costs, how the indirect costs are determined, and the percentage rate calculation for reimbursable indirect costs. This line item is not to exceed 10% (0.1) of the direct costs.
52	<i>Total Indirect Costs = \$73,387</i>
53	Total Grant Funds Requested (direct plus indirect costs) = \$807,254

Project Planner



Line Item
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Budget Category	
Administrative Expenses	
Administrative Personnel (Grant Administration Staff)	
<i>Salary</i>	
Andrew Hellenga, City Manager, services provided by the city	
Joe Meyers, Community Services Director, services provided by the city	
Katie Jones, Economic Development Coordinator, services provided by the city	
Tom Koch (Job Title) (2080 Hrs. @ \$45.50/hour)	
Dave Strenski, Founder of SolarYpsi, volunteer	
John Weiss, Donation manager, volunteer	
Steve Pierce, Technical advisor, volunteer	
Total Salary	
<i>Fringe Benefits</i>	
Andrew Hellenga, City Manager, services provided by the city	
Joe Meyers, Community Services Director, services provided by the city	
Katie Jones, Economic Development Coordinator, services provided by the city	
Tom Koch (Job Title) (2080 Hrs. @ \$45.50/hour)	
Dave Strenski, Founder of SolarYpsi, volunteer	
John Weiss, Donation manager, volunteer	
Steve Pierce, Technical advisor, volunteer	
Total Fringe Benefits	
Total Administrative Personnel	
Administrative Supplies, Materials, and Equipment	
General Office Supplies, provided by the city	
Total Administrative Supplies, Materials, & Equipment	
Total Administrative Expenses	
Contractual Services	
Contractual Services Personnel Salary	
<i>Salary</i>	
none	
Total Salary	
<i>Fringe Benefits</i>	
none	
Total Fringe Benefits	
Total Contractual Services Personnel Salary	
Contractual Services Supplies, Materials, and Equipment	
Supplies, Materials, and Equipment	
Total Contractual Services Supplies, Materials, and Equipment	
Total Contractual Services Expenses	
Sub-contractual Services, Large Equipment, Customer Rebates, Other Direct Costs	

Sub-contractual Services
Solar contractor labor to manage and install about 100 solar installation (\$4200/home)
<i>Total Sub-contractual Services</i>
Large Equipment Costs (Infrastructure Grants)
Solar panels (\$3000/home)
Solar inverter (\$1500/home)
Solar racking (\$650/home)
Conduit for solar installation (\$50/home)
Wire for solar installation (\$50/home)
<i>Total Large Equipment Costs</i>
Customer Rebates (Program Grants)
40% Fgederal Renewable Energy Tax Credit (monitizes by contractor, \$4000/home)
Grace Sweeney Solar Rebate
<i>Total Customer Rebates</i>
Other Direct Costs
City of Ypsilanti building and electrical permit (\$500/home)
DTE co-generation application fee (\$50/home)
<i>Total Other Direct Costs</i>
Total Sub-Contractual Services, Large Equipment, Customer Rebates, Other Direct Costs Expenses
Total Direct Cost
Indirect Costs
<i>Indirect Cost (0.10) – May not exceed 10% of total direct costs.</i>
<i>Total Indirect Costs</i>
Funds from donors
<i>Prive donors contributions and other municipal sources</i>
<i>Total donations</i>
TOTAL GRANT FUNDS REQUESTED

TOTAL
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
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panels 3000

\$525,000
\$525,000
\$375,000
\$187,500
\$81,250
\$6,250
\$6,250
\$656,250
\$500,000
\$50,000
\$550,000
\$62,500
\$6,250
\$68,750
\$700,000
\$700,000
\$0
\$0
\$200,000
\$200,000
\$500,000

inverter	1500
racking	650
conduit	50
wire	50
permit	500
DTE	50
labor	4200
total	10000

homes	125
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REQUEST FOR LEGISLATION
March 4, 2025

For: Mayor and City Council

From: Joe Meyers, Community Services Director

Subject: Resolution No. 2025-044 Approving the PUD (CR 2024-124) Agreement and Master Deed for 124 Pearl Street and 120 Pearl.

SUMMARY & BACKGROUND: City Council approved this PUD in July 2024 (CR 2024-124), which was conditioned upon future approval of the Agreement brought forth now. Back up documentation from the 7-2-24 meeting are included for review.

RECOMMENDED ACTION:

ATTACHMENTS:

1. Council-RFL_Resolution-136 N. Washington_Final 3-4-2025
2. Revised PUD Agreement
3. REDLINED- YPSI 2-21-25 124 Peace Plaza Site Condo DRAFT Master Deed
4. REV - YPSI 2-21-25 124 Peace Plaza Site Condo DRAFT Master Deed
5. Council-RFL_ Peace Plaza PUD & Resolution 2024-154
6. 2024.05.24 - Ypsilanti Mixed Use PUD Submittal Set update

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: March 4, 2025

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



To: Mayor and City Council

From: Joe Meyers, Community Services Director

Date: March 4, 2025

Subject: PUD Agreement and Master Deed Review

SUMMARY & BACKGROUND

On July 2, 2024, the city council approved the PUD for 136 N Washington, contingent on the City Council's approval of the PUD Agreement and Master Deed. The developer is proposing a six-story building on the site currently used for parking, located north of the Centennial Building.

The proposed building, with a designated address of 136 N Washington, will include 1,450 square feet of retail space, 1,062 square feet of "amenity/lobby" space—including a fitness center—60 residential units (20 studio apartments and 40 one-bedroom apartments), and a rooftop greenspace.

The City's legal counsel, staff, and the developer have reached an agreement on the PUD Agreement and Master Deed

ATTACHMENTS: Revised PUD agreement and master deed with redlines.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

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

WHEREAS, the applicant, 124 Peace Plaza, LLC, city’s Legal Counsel, and staff have come to terms on the agreement and master deed; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the PUD Agreement and Master Deed for 124 Pearl Street and 120 Pearl.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

**124 PEACE PLAZA LLC
PLANNED UNIT DEVELOPMENT AGREEMENT**

This Planned Unit Development (“PUD”) Agreement (the “Agreement”) is by and between **124 PEACE PLAZA LLC**, a Michigan limited liability company (“Developer”), whose address is c/o 27777 Franklin Road, Ste. 2500, Southfield, Michigan 48034, and **THE CITY OF YPSILANTI**, a Michigan home rule city (“City”), whose address is One South Huron Street, Ypsilanti, Michigan 48197.

RECITALS

1. The Developer owns certain real property and improvements commonly known as 120 Pearl Street, 124 Pearl Street and 136 North Washington Street Ypsilanti, Washtenaw County, Michigan, 48197 and as more fully described in Exhibit A (the “Property”), which is attached hereto and incorporated herein by reference. Developer, or Developer’s assigns, desires to develop, own, and operate the Property as a three-unit condominium project for the following uses: (i) **Unit 1 - 124 Pearl Street**: restaurant, retail, and office use, together with other lawful ancillary uses; (ii) **Unit 2 – 120 Pearl Street**: retail and other lawful ancillary uses; and (iii) **Unit 3 – 136 N. Washington**: residential multi-family, commercial retail use, and other lawful ancillary uses. The Developer shall undergo the community benefits ordinance process and comply fully with the ordinance in the event that the developer pursues tax incentives.
2. Developer voluntarily proposed rezoning and development of the Property as a PUD. Accordingly, Developer has applied for approval of an amendment to the Ypsilanti Zoning Ordinance granting a rezoning of the Property to PUD, with the zoning on the Property to be known as the Planned Unit Development (PUD) & Site Condominium: Mixed-Use and Multi-Family Development at 124 Pearl Street and 120 Pearl” (the “Pearl Street PUD”). Developer is the developer and proprietor of the Pearl Street PUD.
3. As part of the application and approval process, Developer has offered and agreed to make the improvements and to proceed with the undertakings as described in the PUD Documents (as defined in Section A below), which Developer and City agree are necessary and roughly proportional to the burden imposed in order to (1) ensure that the public services and facilities affected by the Pearl Street PUD will be capable of accommodating increased service and facility loads caused by the Pearl Street PUD, (2) protect the natural environment and conserve natural resources, (3) ensure compatibility with adjacent uses of

land, (4) promote use of the Property in a socially and economically desirable manner, and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq.

4. For the purpose of confirming the rights and obligations in connection with the improvements, development, and other obligations to be undertaken on the Property once it has been rezoned, the parties have entered into this Agreement to be effective as of the date of Developer's satisfaction of all of the conditions set forth in the Ypsilanti City Council 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 ("Granting Ordinance").

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

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

1. Article VII, Division 1 of the Ypsilanti Zoning Ordinance, as amended.
2. The approved PUD plans for the Pearl Street PUD, as attached to the Permit Conditions as defined Paragraph C below, and as approved by the Ypsilanti City Council (PUD Plans).
3. The Permit Conditions.
4. The approval of the Pearl Street PUD (including the findings, departures, and conditions as stated in the May 15, 2024), Approved Action Minutes of the Ypsilanti Planning Commission (as modified by any action of the Ypsilanti City Council), and conditions as stated in the July 9, 2024 Notification of Action by the Ypsilanti City Council attached hereto as Exhibit B.
5. Deed restrictions in the form of a Master Deed, Condominium Bylaws, and Condominium Subdivision Plan covering all property within the PUD, to be approved and recorded in the manner set forth in this Agreement.
6. All applicable City ordinances and all applicable design standards for the City of Ypsilanti, except those which have been approved as part of the PUD Plan approval.
7. Any and all conditions of the approval of the Ypsilanti City Council and Planning Commission pertaining to the Pearl Street PUD as reflected in the official minutes of such meetings.
8. No accessory use to the residential apartments may occupy the ground floor retail space.
9. The westernmost parking space north of building #1 shall be a compact car space to further reduce chances of pedestrian to vehicle conflict.
10. The parking space in the northeast corner of the basement floor of building #3 shall be a compact car space to enhance circulation.
11. Additional mirrors shall be provided at all vehicle turns to improve sight lines.
12. Lighting fixture projecting into the right-of-way shall be recessed within the Property.
13. Surface parking spaces allocated to buildings #1 and #2 shall be signed as restricted parking.

14. Recordation with the Washtenaw County Register of Deeds office of an affidavit by the owner of the Property on the effective date of the rezoning, approved by the City Attorney, containing the legal description of the Property, specifying the date of approval of the Pearl Street PUD, and declaring that all future development of the Property has been authorized, restricted, and required to be carried out only in accordance with the Granting Ordinance and the PUD Documents referenced in that Ordinance.
15. The Granting Ordinance.
16. Any and all other easements and restrictions of record, if any, acceptable to the Developer and any lender or investor in the multi-family housing developments contemplated by this Agreement.

Furthermore, all development, use, and improvement of the Property shall be subject to and in accordance with all applicable City ordinances and shall also be subject to and in accordance with all other approvals and permits required under applicable City ordinances, the PUD Documents, and state laws for the respective components of the Pearl Street PUD.

- B. Effect of PUD Approval.** The Granting Ordinance amends the zoning of the Property and constitutes the land use authorization for the Property, and all use and improvement of the Property shall be in conformity with such Ordinance and this Agreement.
- C. Land Use.** Within the Pearl Street PUD, all buildings and site amenities shall be laid out, situated, and designed as described on the approved PUD Plan. The permitted density and land use mix shall be described in detail in the permit conditions in the Granting Ordinance (“Permit Conditions”).
- D. Water and Sanitary Sewer Systems.** Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems. All of the foregoing improvements shall be designed and constructed in accordance with the approved PUD Plan and all applicable standards, codes, regulations, ordinances, and laws. Such water and sanitary sewer service facilities (including any on-site and off-site facilities), extensions, and easements to reach the area to be served shall be provided by and at the sole expense of Developer, and shall be completed, approved, and may be dedicated to Ypsilanti Community Utilities Authority (as required by Ypsilanti Community Utilities Authority in its discretion) to the extent necessary to fully service all proposed and existing facilities, extensions, and easements, prior to issuance of any building permits

for any building in the Pearl Street PUD, other than building permits issued prior to the date of this Agreement.

E. Signage. This Agreement shall not govern signage. Article VI, Division 5, Signs, of the Zoning Code of Ordinance, as amended, shall govern signage. For the purposes of this section, the Property shall be considered as zoned Center C District. In the case that a future zoning code has changed substantially and no longer contains such a zone, the City Planner shall make a reasonable determination as to which zoning district currently in effect is substantially similar in permitted form and use to the Center C District as it existed on the effective date of the City's Zoning Ordinance amendment granting rezoning of the Property to the Pearl Street PUD.

F. Drives and Parking Lots.

1. All drives and parking lots within and for the Property shall be designed, situated, and constructed in accordance with all requirements and applicable ordinances of City, the PUD Documents, and the approved PUD Plan. Developer shall comply with all applicable regulations regarding dedicated drives.
2. Developer, and any assigns and transferees of Developer, shall be responsible for maintenance and repairs of, and all costs associated with, the drives, entranceways, and parking lots during the period of construction and, except for any drives that may be dedicated to City or to the Road Commission for Washtenaw County,
3. Prior to completion of the paving of the roads, drives, and parking lots, Developer shall apply dust palliative to and otherwise maintain such areas as necessary to keep them in good repair and minimize problems for adjacent property owners on the motoring public at large. If Developer fails to maintain and repair the roads, drives, parking lots, and/or streets as required by this Section F, in addition to any enforcement authorization or remedy provided in the deed restrictions or any other agreement, City may issue stop work orders and/or withhold issuance of further approvals, permits, and occupancy certificates for the Development until such failure is cured to the reasonable satisfaction of City.

4. For purposes of the maintenance obligations set forth in this Section F, the terms *maintenance*, *maintain*, and *maintained* shall mean and include regular inspections; grading and other earth-moving; removing dirt, debris, and any obstacles; repairing potholes and cracks; adding new materials; providing for drainage; constructing any needed structures (e.g., without limitation, to provide lateral support, curbing, drainage, etc.); graveling; sealing; resurfacing; and such other action as necessary or expedient to provide structural integrity and substantially continuous, unobstructed, and safe vehicular passage, and providing unobstructed drainage as necessary and required.

G. Walkways. The internal and external walkways shall be maintained and repaired in a safe, unobstructed, and passable condition by Developer and Developer's successor owners of the Property, at their sole expense, pursuant to any applicable terms and provisions included in the deed restrictions in the manner more particularly set forth in Section H of this Agreement. Developer shall repair any damage to, and clear all debris that accumulate on, the internal and external walkways described in this Section as a result of any construction activities on or for the Property. If Developer fails to maintain and repair the internal and external walkways as required by this Section, in addition to any enforcement authorization or remedy provided in the deed restrictions or any other agreement, City may issue stop work orders and/or withhold issuance of further approvals, permits, and occupancy certificates for the Property until such failure is cured to the reasonable satisfaction of City.

H. Deed Restrictions. Developer shall submit to City copies of any proposed deed restrictions applicable to the Property. The deed restrictions shall be in the form of a Master Deed, Condominium Bylaws, and Condominium Subdivision Plan, which shall be applicable to all components of the development of the Property. Unless required by an instrumentality of the State of Michigan or the Federal Government, deed restrictions shall be subject to review by the City Attorney and approval by City prior to recording. As part of such deed restrictions, there shall be provisions obligating Developer and all future successor owners of the applicable portion of the Property to maintain and preserve all roads, drives, entranceways, parking lots, walkways, screening walls, landscaping, lighting, signage, greenbelts, open areas, pedestrian walkways and open area amenities (including the proposed Open Space), setbacks, storm drainage, detention and retention facilities and easements, and any other private common elements and improvements for or within the Property in good working order and appearance at all times and in accordance with the PUD Documents. Additionally, the deed restrictions shall identify and make reference to the PUD Documents and the regulations of the land provided in the Documents. Further, all conditions of the site condominium approval for the PUD shall be satisfied.

I. City Enforcement. In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with the PUD Documents, City may serve written notice on Developer setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the City Council, or such other Council, body, or official delegated by the City Council, to allow Developer an opportunity to be heard as to why City should not proceed with the correction of the deficiency or obligation that has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event City determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the City Council, or the other Council, body, or official designated to conduct the hearing, determines that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by City in its discretion, City shall then have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under City ordinances and/or state laws:

1. Enter the Property, or cause its agents or contractors to enter the Property, and perform such obligation or take such corrective measures as reasonably found by City to be appropriate: The cost and expense of making and financing such actions by City, including notices by City and legal fees incurred by City, plus an administrative fee in an amount equivalent to 5 percent of the total of all such costs and expenses incurred, shall be paid by Developer within 30 days of a written billing to Developer. The payment obligation under this Section shall be secured by a lien against the Property, which lien the City reserves the right to record at any time after the City's written notice to Developer as provided herein, and Developer's failure to pay the total of all such costs and expenses within the time period set forth herein. Such security shall be realized by placing a billing that has been unpaid by Developer for more than 30 days on the delinquent real property taxes. In the discretion of City, such costs and expenses may be collected by suit initiated against Developer and, in such event, Developer shall pay all court costs and attorney fees incurred by City in connection with such suit if City prevails in collecting funds.

2. Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the PUD Documents. Except in emergency circumstances, Developer shall be provided notice of the deficiencies from City and shall be afforded an opportunity to timely correct. A correction by Developer's lender or investor shall be deemed a correction by Developer. In the event City prevails as a result of such litigation, Developer shall pay all court costs and attorney fees incurred by City in connection with such suit.
3. Issue a stop work order as to any or all aspects of the Development, deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development, regardless of whether Developer is the named applicant for such permit or certificate of occupancy, and suspend further inspections of any or all aspects of the Development.

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

K. Agreement Jointly Drafted. Developer has negotiated with City the terms of the PUD Documents and such documentation represents the product of the joint efforts and mutual agreements of Developer and City. Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of the PUD Documents, and the final terms, conditions, requirements, and obligations of the PUD Documents, and Developer shall not be permitted in the future to claim that the effect of the PUD Documents results in an unreasonable limitation on uses of all or a portion of the Property or claim that enforcement of the PUD Documents causes an inverse condemnation, other condemnation, or taking of all or any portion of the property. Furthermore, it is agreed that the improvements and undertakings described in the PUD Documents are necessary and roughly proportional to the burden imposed, and are necessary in order to (1) ensure that public services and facilities necessary for and affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development; (2) protect the natural environment and conserve natural resources; (3) ensure compatibility with adjacent uses of land; (4) promote use of the Property in a socially, environmentally, and economically desirable manner; and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq.

It is further agreed and acknowledged that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property and all such improvements without exception are clearly and substantially related to City's legitimate interests in protecting the public health, safety, and general welfare.

- L. Ambiguities and Inconsistencies.** Where there is a question with regard to applicable regulations for a particular aspect of the Property or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Documents that apply, City, in the reasonable exercise of its discretion, shall resolve the ambiguity, provided such determination is not inconsistent with the nature and intent of the PUD Documents. In the event of a conflict or inconsistency between two or more provisions of the PUD Documents, or between the PUD Documents and applicable City ordinances, the more restrictive provision, as determined in the reasonable discretion of City, shall apply.
- M. Running with the Land; Governing Law.** This Agreement shall run with the land constituting the Property and shall be binding on and inure to the benefit of City and its successors, Developer, all future owners, developers, and builders of any part of the Property, all undersigned parties, and all of their respective heirs, successors, assigns, and transferees. An affidavit providing notice of the rezoning of the Property, the PUD Documents, this Agreement, and the general obligations relating to the Pearl Street PUD shall be executed by the property owners and may be recorded by any of the undersigned parties following the execution of this Agreement. This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in Michigan courts. The undersigned parties agree that this Agreement is consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable law.
- N. Control of PUD Property.** City is fully authorized and empowered to rezone the Property in accordance with and pursuant to the PUD Documents and all other documents, agreements, plans, dedications, ordinances, and recordings applicable to the Planned Unit Development (PUD) & Site Condominium: Mixed-Use and Multi-Family Development at 124 Pearl Street and 120 Pearl as submitted to and approved by the Ypsilanti City Council.

This Agreement was executed by the respective parties on the date specified with the notarization of their signatures and shall be considered to be dated and take effect on the effective date of the Granting Ordinance.

[Signature page follows]

124 PEACE PLAZA, LLC,
a Michigan limited liability company

By:
Its:

STATE OF _____)
COUNTY OF _____)s

The foregoing was acknowledged before me this _____ day of _____, 2025,
by _____ who being duly sworn, did say that he is the
_____ of 124 PEACE PLAZA, LLC, and that he is duly authorized
to execute this document on behalf of said Michigan limited liability company.

_____, Notary Public

My commission expires: _____

[Intentionally blank. Signature continued on next page.]

CITY OF YPSILANTI
a Michigan home rule city

Nicole Brown
Mayor

STATE OF _____)
COUNTY OF _____) ss

The foregoing was acknowledged before me this _____ day of _____, 2025,
by _____ who being duly sworn, did say that she or he is the
_____ of the CITY OF YPSILANTI and that he or she is duly
authorized to execute this document on behalf of said Michigan home rule city.

_____, Notary Public

My commission expires: _____

MASTER DEED

PEARL STREET CONDOMINIUM

Drafted by and When
Recorded Return to:

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

**MASTER DEED
PEARL STREET
WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. _____**

This Master Deed (this “Master Deed”) is made and executed this ____ day of _____, ~~2024~~2025, 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:

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.

~~THE ABOVE IS~~ ALSO IS 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.

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 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: **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, 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]

DRAFT

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~~2025, 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

PEARL STREET CONDOMINIUM

EXHIBIT A

BYLAWS

ARTICLE I

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 or 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 only for such purposes as may be permitted under applicable zoning laws and the Governing Documents, and any such use of the Units and the operation of the Condominium shall be in accordance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations; further, no such use of the Units or operation of the Condominium shall be conducted in a manner that constitutes a nuisance. The Units also 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 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 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 Commercial, Retail Use, and other lawful ancillary uses, provided that such ancillary uses are (x) ancillary to the primary use of Unit 2 for 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 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 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.

(e) Notwithstanding anything to the contrary set forth in these Bylaws, no Unit occupying any ground floor retail space in the Condominium may be used for any accessory use to the Residential or Multi-family Use permitted to the Condominium.

Section 2: **Unit Owner Maintenance.** Each Unit Owner shall: (i) maintain the Unit owned, and all improvements therein, in a safe, clean and sanitary condition-; and (ii) maintain and preserve all roads, drives, entranceways, parking lots, walkways, screening walls, landscaping, lighting, signage, greenbelts, open areas, pedestrian walkways and open area amenities, setbacks, storm drainage, detention and retention facilities and easements, and any other private common elements and improvements for or within the Property, in good working order and appearance at all times and in accordance with the PUD Documents as defined in the 124 Peace Plaza LLC Planned Unit Development Agreement by and between the Developer and the City concerning the development of the Condominium.

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 filled 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 (including but not limited to the powers and duty to adopt any rules and regulations related to the administration of the affairs of the Association and the ownership, use and operation of the Units), 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 office 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.

CONDOMINIUM SUBDIVISION PLAN



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 STREET
WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. _____**

This Master Deed (this “Master Deed”) is made and executed this ____ day of _____, 2025, 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:

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.

THE ABOVE ALSO IS 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.

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 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: **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, 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 _____, 2025, 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

PEARL STREET CONDOMINIUM

EXHIBIT A

BYLAWS

ARTICLE I

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 or 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 be used only for such purposes as may be permitted under applicable zoning laws and the Governing Documents, and any such use of the Units and the operation of the Condominium shall be in accordance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations; further, no such use of the Units or operation of the Condominium shall be conducted in a manner that constitutes a nuisance. The Units also 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 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 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 Commercial, Retail Use, and other lawful ancillary uses, provided that such ancillary uses are (x) ancillary to the primary use of Unit 2 for 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 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 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.

(e) Notwithstanding anything to the contrary set forth in these Bylaws, no Unit occupying any ground floor retail space in the Condominium may be used for any accessory use to the Residential or Multi-family Use permitted to the Condominium.

Section 2: **Unit Owner Maintenance.** Each Unit Owner shall: (i) maintain the Unit owned, and all improvements therein, in a safe, clean and sanitary condition; and (ii) maintain and preserve all roads, drives, entranceways, parking lots, walkways, screening walls, landscaping, lighting, signage, greenbelts, open areas, pedestrian walkways and open area amenities, setbacks, storm drainage, detention and retention facilities and easements, and any other private common elements and improvements for or within the Property, in good working order and appearance at all times and in accordance with the PUD Documents as defined in the 124 Peace Plaza LLC Planned Unit Development Agreement by and between the Developer and the City concerning the development of the Condominium.

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 filled 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 (including but not limited to the powers and duty to adopt any rules and regulations related to the administration of the affairs of the Association and the ownership, use and operation of the Units), 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

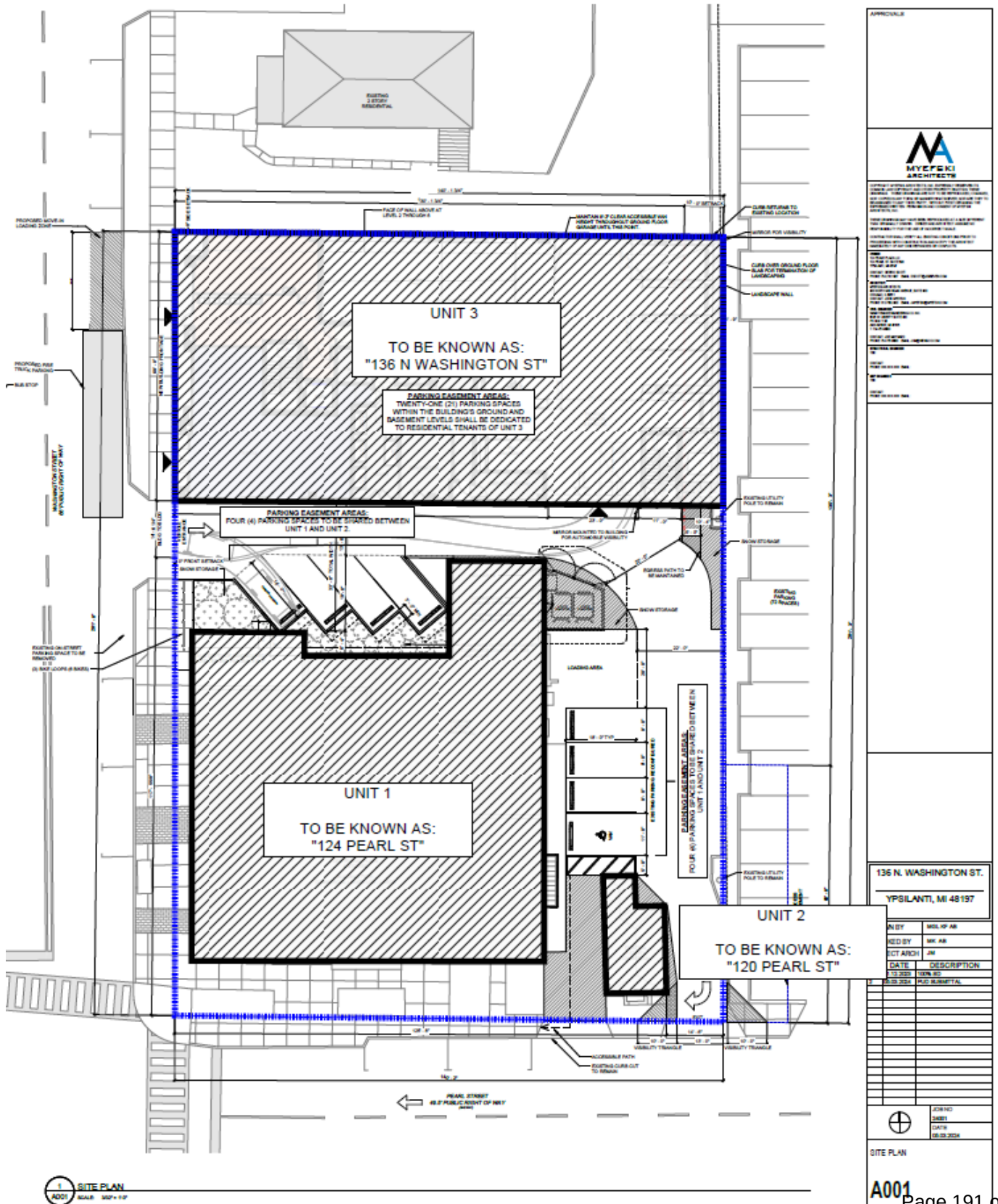
LEASING

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





To: Mayor and City Council

From: Joshua Burns, City Planner

Date: June 13, 2024

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

SUMMARY & BACKGROUND

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

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

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

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

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

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

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

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

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

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

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

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

RECOMMENDATION

RECOMMENDED ACTION: Approval with conditions

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

Site Condominium

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

Planned Unit Development

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

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

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

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

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

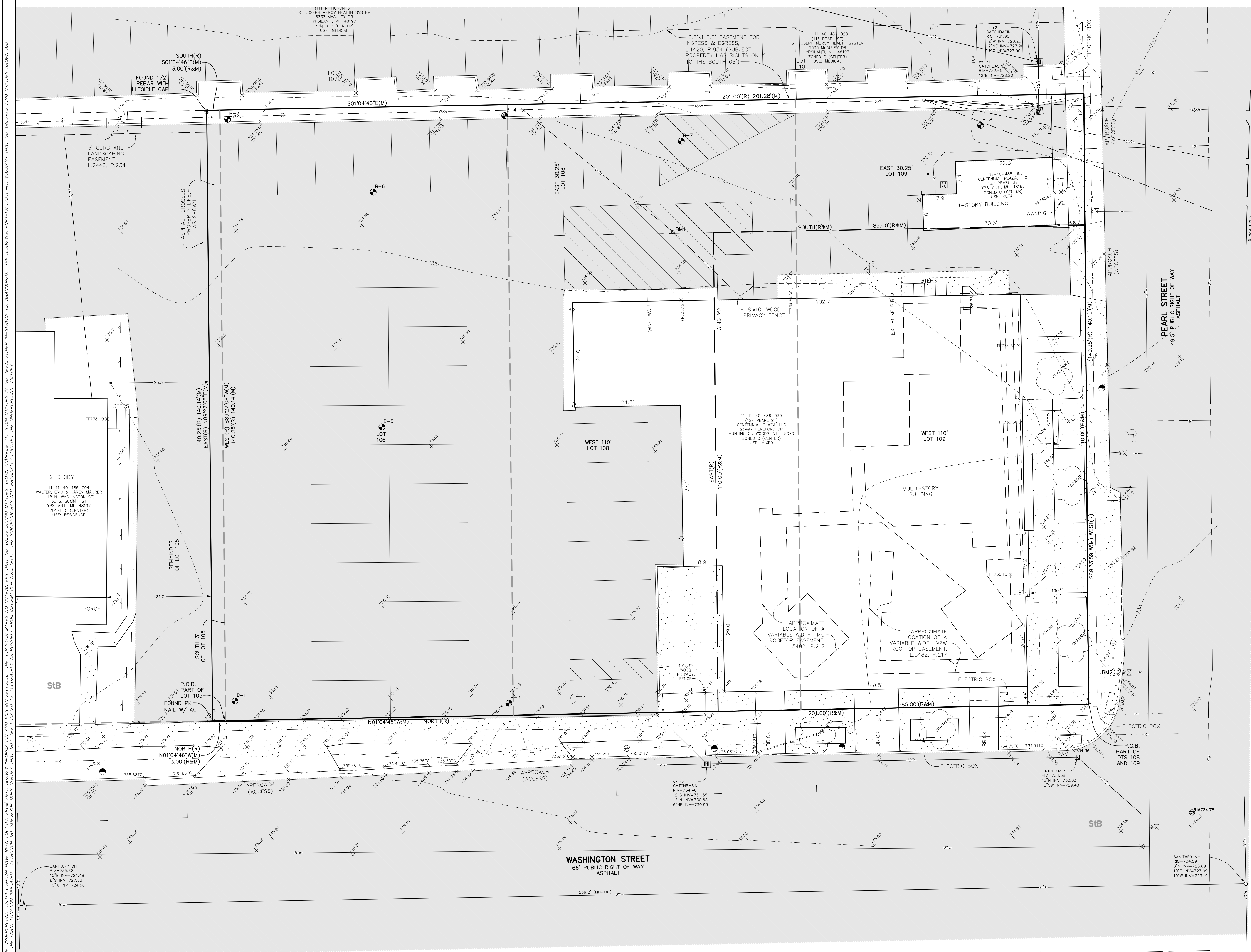
WHEREAS, the Planning Commission recommends the City Council approve the Site Condominium Planned Unit Development for the site known as 124 and 120 Pearl, with the property’s legal description in the attached ordinance; and

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

OFFERED BY: Mayor Pro Tem Wilcoxon

SUPPORTED BY: Council Member Tooson

YES: 5 NO: 0 ABSENT: 2 VOTE: Carried



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, AT THE INTERSECTION OF THE NORTH LINE OF PEARL STREET WITH 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.

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
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- ⊕ RAISED CONCRETE
- ⊕ FENCE (AS NOTED)
- ⊕ WALL (AS NOTED)
- ⊕ OVERHEAD UTILITY LINE
- ⊕ GAS LINE
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- ⊕ MINOR CONTOUR LINE
- ⊕ MAJOR CONTOUR LINE
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- ⊕ CONCRETE



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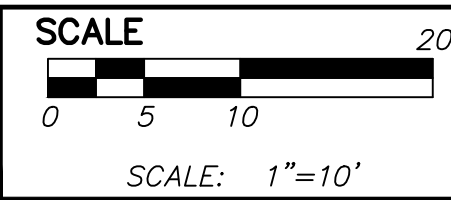


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REVISIONS 2-26-24 PER CITY REVIEW, 3-13-24 UPDATED PLANS, 3-28-24 PUD SUBMITTAL, 5-3-24 PUD SUBMITTAL, 5-24-24 PUD SUBMITTAL UPDATE.



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

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

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

SECTION 9 TOWN 3 SOUTH RANGE 7 EAST
CITY OF YPSILANTI
WASHTENAW COUNTY • MICHIGAN
DATE 1-12-24 JOB NO. 33074
DWG NO. 074-excon FIELD BOOK NONE
SHEET C1.0 FILE NO. 10843

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

WASHTENAW ENGINEERING



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

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

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

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

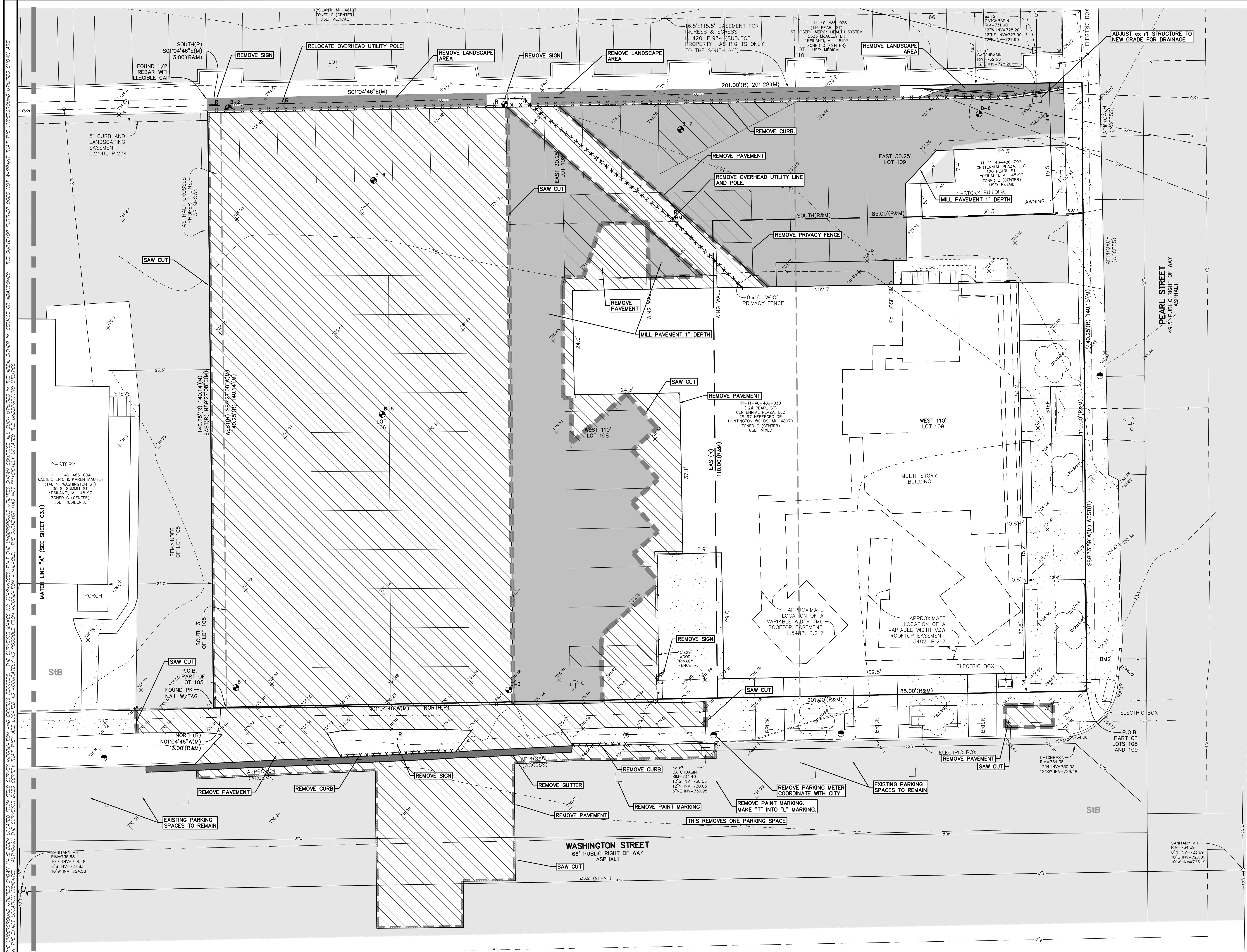
WASHTENAW COUNTY SOIL SURVEY CLASSIFICATION
S1B = ST. CLAIR CLAY LOAM,
2 TO 6 PERCENT SLOPES
SOILS ARE BASED ON USDA SOIL SURVEY OF WASHTENAW COUNTY.

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

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SUITE 400
CHICAGO, IL 60611
TEL: 312-763-2400
MYEFSKI.COM

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

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

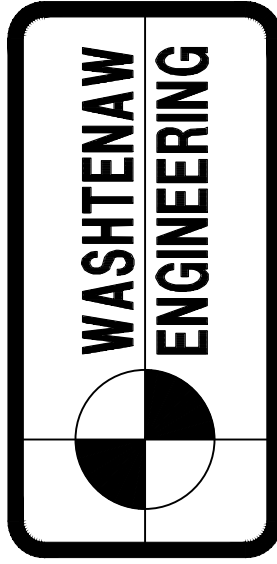


WASHTENAW COUNTY SOIL
SURVEY CLASSIFICATION
StB - ST. CLAIR CLAY LOAM,
2 TO 6 PERCENT SLOPES
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OF WASHTENAW COUNTY.

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

- LEGEND**
- FOUND MONUMENT (AS NOTED)
 - (R&M) RECORD AND MEASURED
 - (R) RECORD DIMENSION
 - (M) MEASURED DIMENSION
 - ⊙ ELECTRIC MANHOLE
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 - ⊙ WATER VALVE
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 - PLATTED LOT LINE
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 - EASEMENT (AS NOTED)
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CHICAGO, IL 60611
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CIENT

REMOVAL PLAN

SHEET

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

PROJECT

SECTION 9 TOWN 3 SOUTH RANGE 7 EAST

CITY OF YPSILANTI
WASHTENAW COUNTY • MICHIGAN

DATE 1-12-24 JOB NO. 33074

DWG NO. 074-rem FIELD BOOK NONE

SHEET FILE NO. 10843

C3.0

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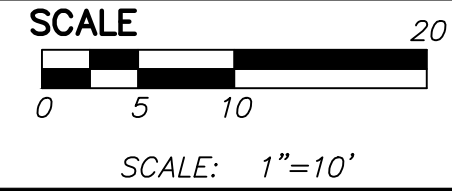


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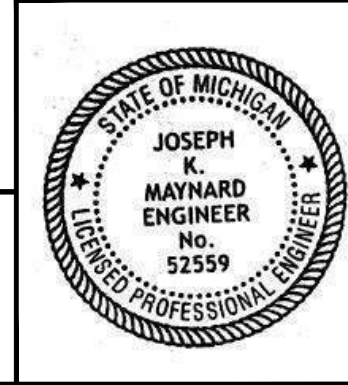
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3-28-24 PUD SUBMITTAL, 5-3-24 PUD SUBMITTAL, 5-24-24 PUD SUBMITTAL UPDATE.



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



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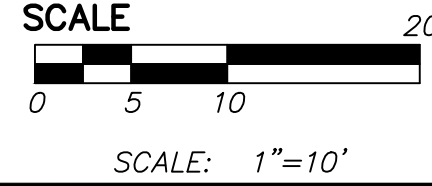


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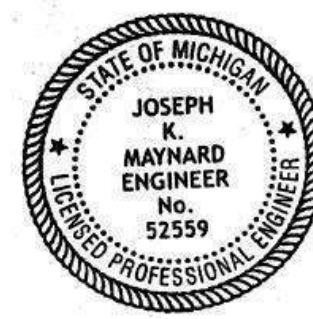
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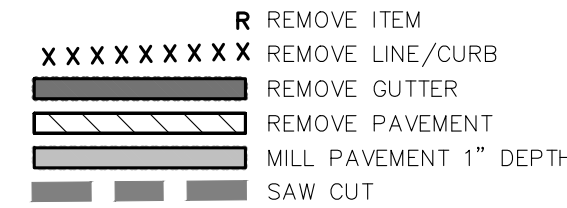
PREPARED BY

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

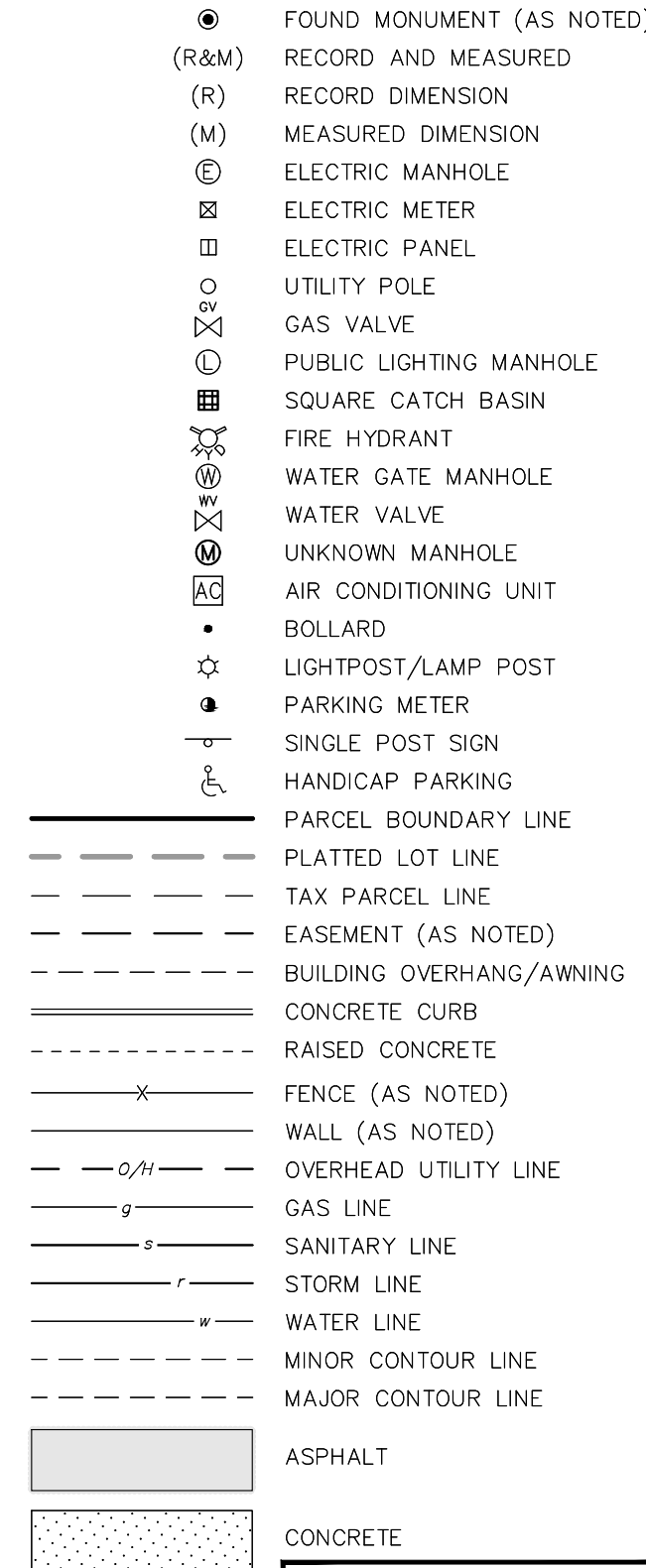


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StB - ST. CLAIR CLAY LOAM,
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REMOVAL LEGEND



LEGEND



CLIENT

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SHEET

REMOVAL PLAN

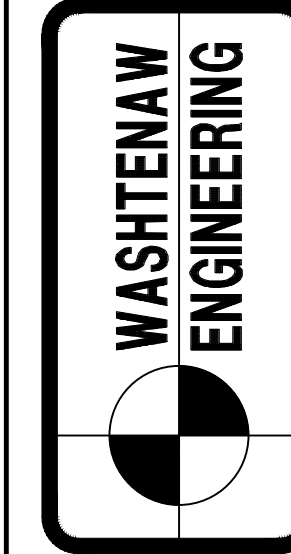
PROJECT

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

SECTION 9 TOWN 3 SOUTH RANGE 7 EAST

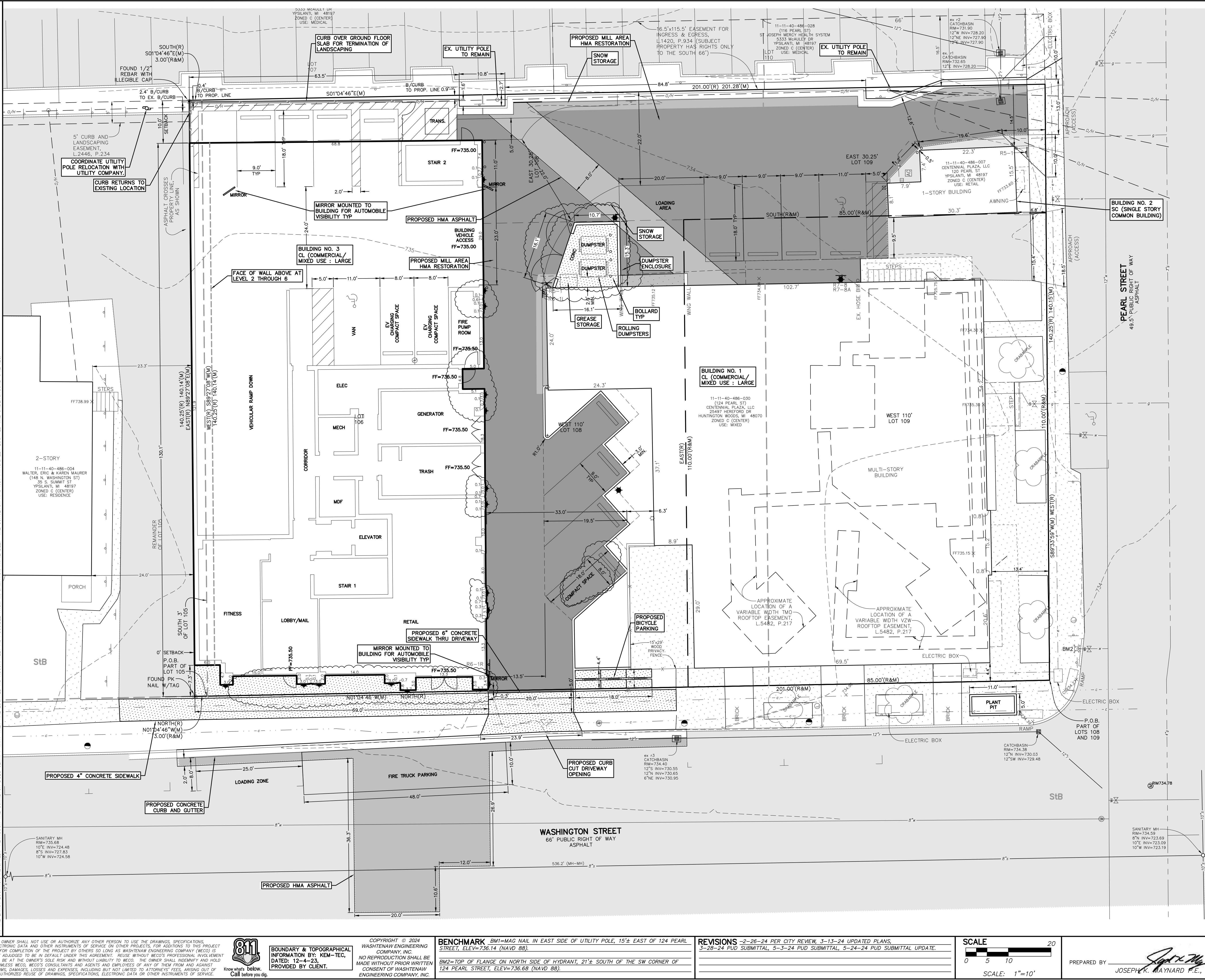
CITY OF YPSILANTI
WASHTENAW COUNTY • MICHIGAN
DATE 1-12-24
JOB NO. 33074
DWG NO. 074-rem
FIELD BOOK NONE
SHEET

C3.1
FILE NO. 10843



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SANITARY SEWER USAGE CALCULATION
PROPOSED MULTIPLE-FAMILY RESIDENCE USE = 1.0 ERU PER UNIT
TOTAL NUMBER OF PROPOSED UNITS = 60 UNITS
STORES USE = 0.30 ERU PER 1000 SFT
TOTAL AREA OF STORE (RETAIL AND FITNESS AREA) = 1,616 SFT
TOTAL EXISTING WATER USE = 0.0 GPD

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

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

CAPACITY OF 8" SANITARY PIPE IN WASHINGTON STREET

Full Pipe Capacity & Full Pipe Flow Velocity			
Pipe Dia	Flow Velocity, V	Flow Velocity, V	Flow Velocity, V
8 inches	0.77	0.77	0.77
Meaning: n	0.011	0.011	0.011
Flow Velocity, V = $V = 4.49 \sqrt{R_h / (n \cdot S)}$ (R = Pipe Diameter/4) (S = Pipe Slope (L/L))			
R _h = $R_h = \frac{D^2 - d^2}{4}$ (D = Pipe Diameter/4) (d = Pipe Diameter/4)			
S = Pipe Slope (L/L)			
V = 3.58 ft/sec			
Pipe Capacity, Q = $Q = A \cdot V$			
A = 0.509 ft ² (Pipe radius/2)			
Q = 1.283 cfs/sec			

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

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

- LEGEND**
- FOUND MONUMENT (AS NOTED)
 - (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

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400 NORTH MICHIGAN AVE
SUITE 400
CHICAGO, IL 60611
TEL. 312-763-2400
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SHEET
DIMENSIONAL
SITE PLAN

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

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

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

STATE OF MICHIGAN
JOSEPH K. MAYNARD
ENGINEER
No. 52559

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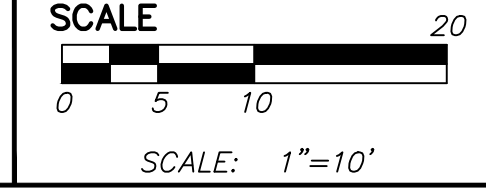
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Call before you dig.

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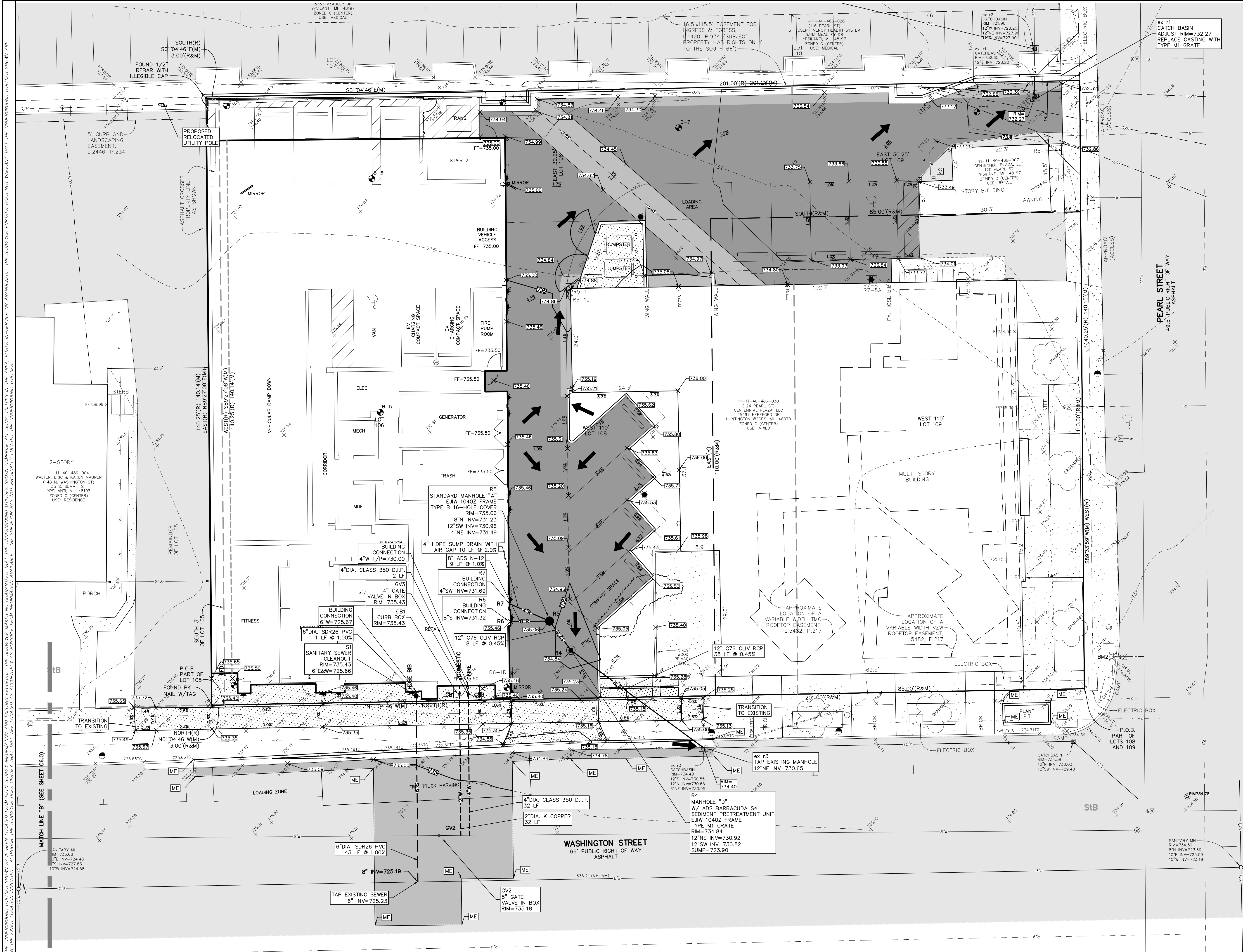
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3-28-24 PUD SUBMITTAL, 5-3-24 PUD SUBMITTAL, 5-24-24 PUD SUBMITTAL UPDATE.



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



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. PROPOSED IMPERVIOUS AREA IS 19,035 SFT. REVIEW AND APPROVAL FOR THE WATER AND SANITARY SERVICE WORK WILL BE REQUIRED FROM THE YPSILANTI COMMUNITIES UTILITY AUTHORITY (YCUA). THE APPLICANT SHALL COORDINATE WITH YCUA REGARDING THE EXISTING AND PROPOSED WATER AND SANITARY SERVICE(S) AS WELL AS THE DOMESTIC METERS.
 3. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ALL PERMITS REQUIRED FOR THIS PROJECT INCLUDING THE SOIL EROSION CONTROL PERMIT. THE PROJECT IS NOT LOCATED IN A FLOOD ZONE PER FEMA FLOOD MAP PANEL 26161C04726E.
 4. THE SITE IS NOT LOCATED WITHIN 500 FEET OF A LAKE OR STREAM.
 5. THE STORM WATER OUTLET AND EMERGENCY OUTLET FOR THE SITE IS THE MUNICIPAL STORM WATER SEWER SYSTEM WHICH ULTIMATELY DISCHARGES TO THE HURON RIVER.
 6. 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
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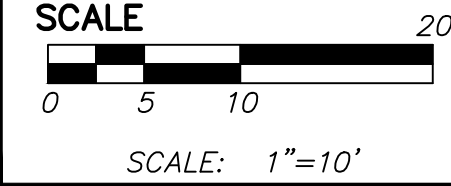
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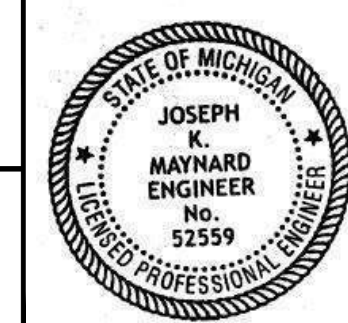
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PREPARED BY *Joseph K. Maynard*
JOSEPH K. MAYNARD P.E., MICH No. 52559



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UTILITY AND GRADING PLAN

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

SECTION 9 TOWN 3 SOUTH RANGE 7 EAST
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WASHTENAW COUNTY • MICHIGAN
DATE 1-12-24 JOB NO. 33074
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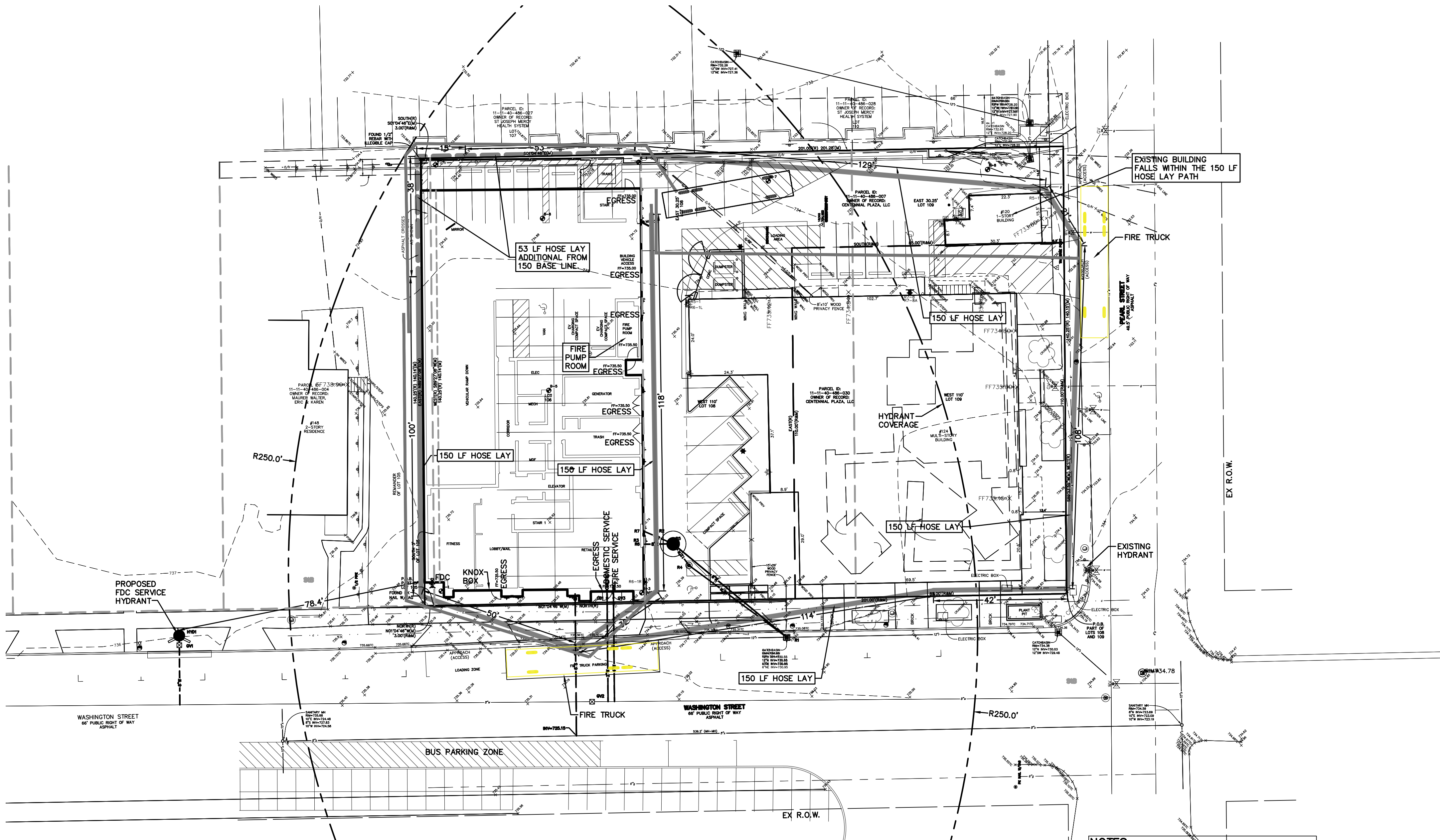
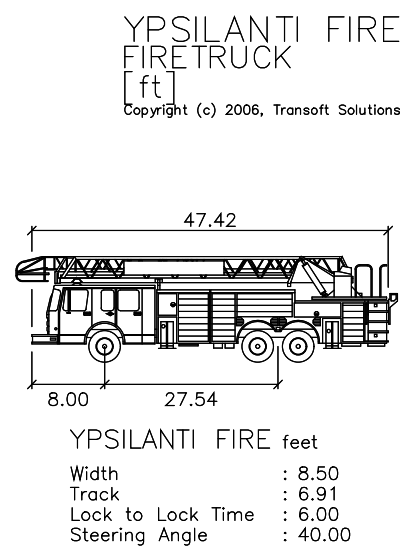
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STORM WATER MANAGEMENT RUNOFF VOLUME

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							
	% 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	0.0052			
	PerVIOUS	D	4%-8%	0	0.0000	0.5	0.0000			
PerVIOUS	D	8%-10	0	0.0000	0.55	0.0000				
							Σ(C)/Area =	0.2589		
							Σ(Area) =	0.2785		
							Weighted C = Σ(C)/Area/Σ(Area) =	0.9296		
NRCS Variables - PerVIOUS Cover										
Cover Type	Soil Type	Area (ft ²)	Area(acre)	Curve Number	(C)/Area					
Open Space-Good	B	502	0.0115	61	0.70					
Open Space-Good	D		0.0000	80	0.00					
							Σ(C)/Area =	0.70		
							Σ(Area) =	0.0115		
							Weighted CN = Σ(C)/Area/Σ(Area) =	60.74		
NRCS Variables - Impervious Cover										
Cover Type	Soil Type	Area (ft ²)	Area(acre)	Curve Number	(C)/Area					
Paved	B	11,631	0.2670	98	26.17					
							Σ(C)/Area =	26.17		
							Σ(Area) =	0.2670		
							Weighted CN = Σ(C)/Area/Σ(Area) =	98.01		
W2	First Flush									
	V _{FF} = (1")/12" x (43560 ft ² /1ac) x AC									
	Total Area		A = 0.28							
	Weighted C		C = 0.9296							
	V _{FF} =		140 cft							
	W3 Pre-development Bankfull Runoff Calculation (V _{BP} -pre)									
	NRCS Variables - PerVIOUS Cover					Curve Number				
	Cover Type	Soil Type	Area (ft ²)	Area(acre)	C	(C)/Area				
	PerVIOUS	B		0.0000	58	0.00				
	Meadow	D	12,133	0.2785	78	21.73				
							Σ(C)/Area =	0.70		
							Σ(Area) =	0.2785		
							Weighted CN = Σ(C)/Area/Σ(Area) =	78.02		
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 = (P-0.25)/(P+0.85) = 0.693295										
Total Site Area (SF) excluding "Self-Cresting" BMPs Area = 12,133 square feet										
V _{BP} -pre = Q x (1/12) Area = 701.16										
W4	PerVIOUS Cover Post-development Bankfull Runoff Calculation (V _{BP} -post)									
	Cover Type	Soil Type	Area (ft ²)	Area(acre)	Curve Number	(C)/Area				
	PerVIOUS	B		0.0000	58	0.00				
	PerVIOUS	D	12,133	0.2785	78	21.73				
								Σ(C)/Area =	0.70	
								Σ(Area) =	0.2785	
								Weighted CN = Σ(C)/Area/Σ(Area) =	78.02	
	2-year/24 hour storm event P = 2.35 inches									
	Q = (P-0.25)/(P+0.85) = 0.693295									
	PerVIOUS Cover Area from W1 = 502 square feet									
V _{BP} -post = Q x (1/12) Area = 6.16										
W5	Impervious Cover Post-development Bankfull Runoff Calculation (V _{BP} -imp)									
	2-year/24 hour storm event P = 2.35 inches									
	S = (1000/CN) - 10 = 78.02									
	Q = (P-0.25)/(P+0.85) = 0.693295									
	Impervious Cover Area from W1 = 11,631 square feet									
	V _{BP} -imp = Q x (1/12) Area = 6.16									
	PerVIOUS Cover Post-development 100-Year Storm Runoff Calculation (V ₁₀₀ -post)									
	2-year/24 hour storm event P = 2.35 inches									
	S = (1000/CN) - 10 = 0.203041									
	Q = (P-0.25)/(P+0.85) = 0.693295									
Impervious Cover Area from W1 = 11,631 square feet										
V ₁₀₀ -post = Q x (1/12) Area = 6.16										
PerVIOUS Cover Post-development 100-Year Storm Runoff Calculation (V ₁₀₀ -imp)										
100-year/24 hour storm event P = 5.11 inches										
S = (1000/CN) - 10 = 6.463515										
Q = (P-0.25)/(P+0.85) = 1.417348										
PerVIOUS Cover Area from W1 = 502 square feet										
V ₁₀₀ -imp = Q x (1/12) Area = 6.16										
W7	Impervious Cover Post-development 100-Year Storm Runoff Calculation (V ₁₀₀ -imp)									
	100-year/24 hour storm event P = 5.11 inches									
	S = (1000/CN) - 10 = 0.203041									
	Q = (P-0.25)/(P+0.85) = 1.417348									
	Impervious Cover Area from W1 = 11,631 square feet									
	V ₁₀₀ -imp = Q x (1/12) Area = 4.724 ft ³									
	Determine Time of Concentration for Applicable Flow Types (T _c -hrs)									
	Flow Type	K	Elevation	Length	Slope	S ^{1/2}	V ₁₀₀ -post	T _c -hrs	Ln = (V ₁₀₀ -3600)	
	Sheet Flow	0.48	0.5	50	1	0.48	0.03			
	Waterway	1.2	4.6	1100	0.42	0.65	0.78	0.39		
Small Trib.	2.1									
									Total T _c = 0.42	
*Sheet flow cannot exceed 300 feet. Anything beyond this is considered waterway.										
Runoff Summary & Onsite Infiltration Requirement										
First Flush Volume V _{FF} =					940 ft ³					
PerVIOUS Post-Development Bankfull Runoff Volume V _{BP} -post =					6 ft ³					
Impervious Cover Post-Development Bankfull Runoff Volume V _{BP} -imp =					2,057 ft ³					
Total BF Volume V _{BP} -post =					2,063 ft ³					
PerVIOUS - Post-Development 100-year Runoff Volume V ₁₀₀ -post =					59 ft ³					
Impervious Cover Post-Development 100-year Runoff Volume V ₁₀₀ -imp =					4,724 ft ³					
Total 100-year Volume V ₁₀₀ =					4,783 ft ³					
Determine Onsite Infiltration Requirement										
Subtract the Pre-Development Bankfull from the Post-Development Bankfull Volume					Total Post-Development Bankfull Volume V _{BP} -post =					
Pre-Development Bankfull Runoff Volume V _{BP} -pre =					701.16					
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	Detention/Retention Requirement									
	Detention									
	Peak of Unit Hydrograph Q ₂₅₀ -60 th =		486 cfs/in/1000							
	Total Site Area (ac) excluding "Self-Cresting" BMPs Area =		0.2785 ac							
	Q ₂₅₀ = Q ₂₅₀ -pre + Q ₂₅₀ -post =		6.2915185 in							
	Peak Flow PF = Q ₂₅₀ -pre x Area/640 =		1.3305577 cfs							
	Δ = PF - 0.15 Area =		1.2807927 cfs							
	V _{det} = (ΔPF) x V ₁₀₀ -post =		4.633 ft ³							
	V _{det} = (ΔPF) x V ₁₀₀ -post =		4.633 ft ³							
	W12 Natural Features Inventory									
Existing Natural Resources		Mapped (yes/no)		Total Area		Protected		Undisturbed		
Waterbodies		N/A		Area (ac)		Area (ac)				
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 Habit Areas		N/A								
Other		N/A								
Total Existing (ac)								0		
W13	Summary									
	A. Storm Water Management Summary									
	Minimum Onsite Infiltration Requirement, V _{inf} =					1,362 cft				
	Designed/Provided BMP Volume =					0 cft				
	% Minimum Required Infiltration Provided = 0									
	Total Calculated Detention Volume, V _{det} =					4,633 cft				
	Net Required Detention Volume (V _{det} - Designed/Provided Infiltration Volume) =					4,633 cft				
	% Required Infiltration NOT provided =					100 %				
	(100%-(Minimum Required Infiltration Provided))									
	Net % Penalty (20%*(%Required Infiltration NOT Provided)) =					20 %				
Total Required Detention Volume, including penalty ((100% + Net % Penalty) x Net Required Detention Volume) =					5,560 cft					
B. Detention Volume Increase for sites where the required infiltration cannot be achieved.										

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



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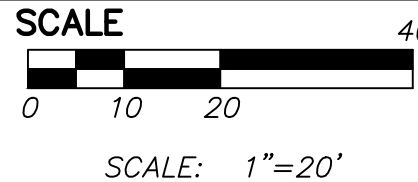


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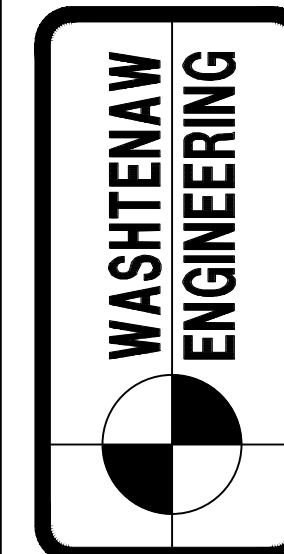
PREPARED BY *Joseph K. Maynard*
JOSEPH K. MAYNARD P.E., MICH No. 52559

SECTION	9	TOWN	3	SOUTH	RANGE	7	EAST
DATE	1-12-24	CITY OF YPSILANTI	WASHTENAW COUNTY	MICHIGAN	JOB NO. 33074	DWG NO. 074-fire	FIELD BOOK NONE
SHEET	C7.0	FILE NO. 10843					

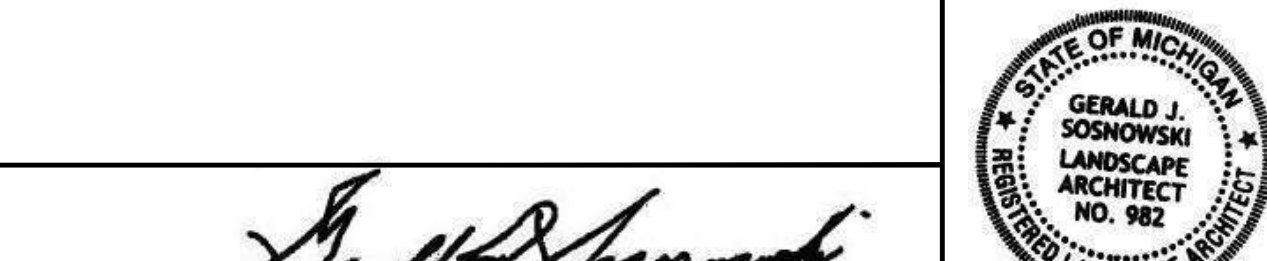
PROJECT
11-11-40-486-030
136 N. WASHINGTON

SHEET
FIRE PROTECTION
PLAN

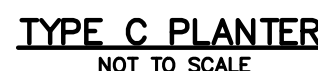
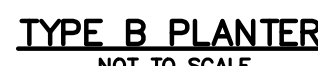
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A = TALL BAMBOO
B = MEDIUM SHRUB
C = LOW SUCCULENTS

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

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			

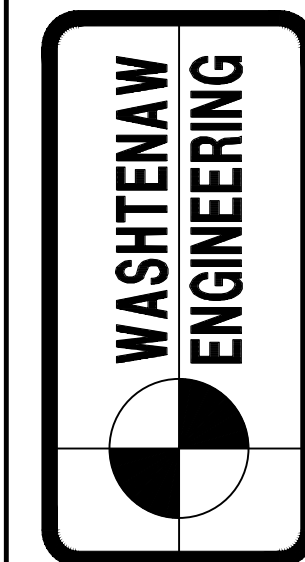
TYPE B (6)					
SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENT
WRB	24	Buxus microphylla var. koreana	WEDDING RING BOXWOOD	2 GAL.	POT
G CJ	48	Juniperus horizontalis 'gold-strike-dwarf'	GOLDEN CREEPING JUNIPER	2 GAL.	POT
RS	12	Microphylla var. koreana	RUSSIAN SAGE	2 GAL.	POT

TYPE C (4)		BOTANICAL NAME		COMMON NAME	SIZE	COMMENT
SYM	QTY					
JB	24	Centranthus ruber		JUPITER'S 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				

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



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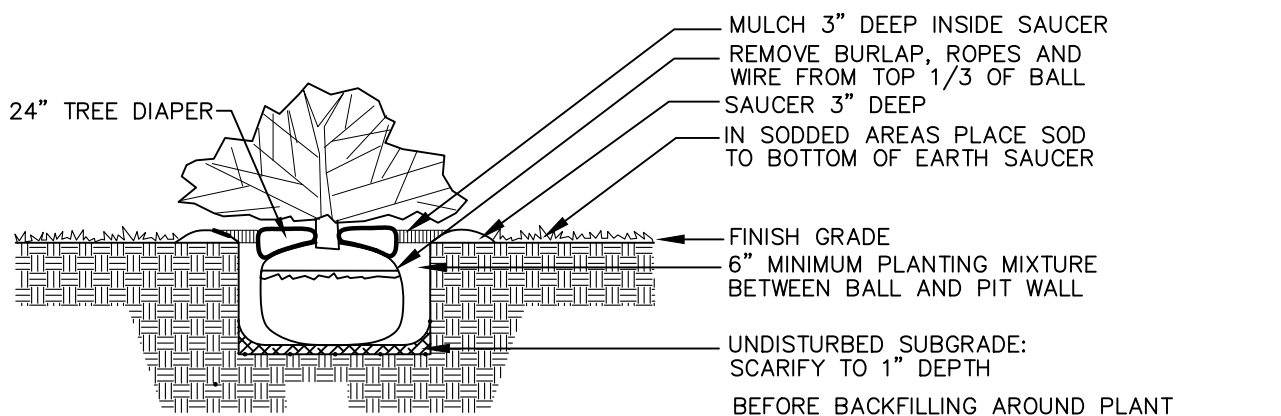
ROOFTOP LANDSCAPING PLAN

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

SECTION <u>9</u>	TOWN <u>3</u>	SOUTH	RANGE <u>7</u>	EAST
CITY OF <u>YPSILANTI</u> WASHENAW COUNTY • MICHIGAN				
DATE <u>1-12-24</u>		JOB NO. <u>33074</u>		
L2.0 SHEET		DWS NO. <u>074-land-roof</u>		
		FIELD BOOK <u>NONE</u>		
		FILE NO. <u>10843</u>		

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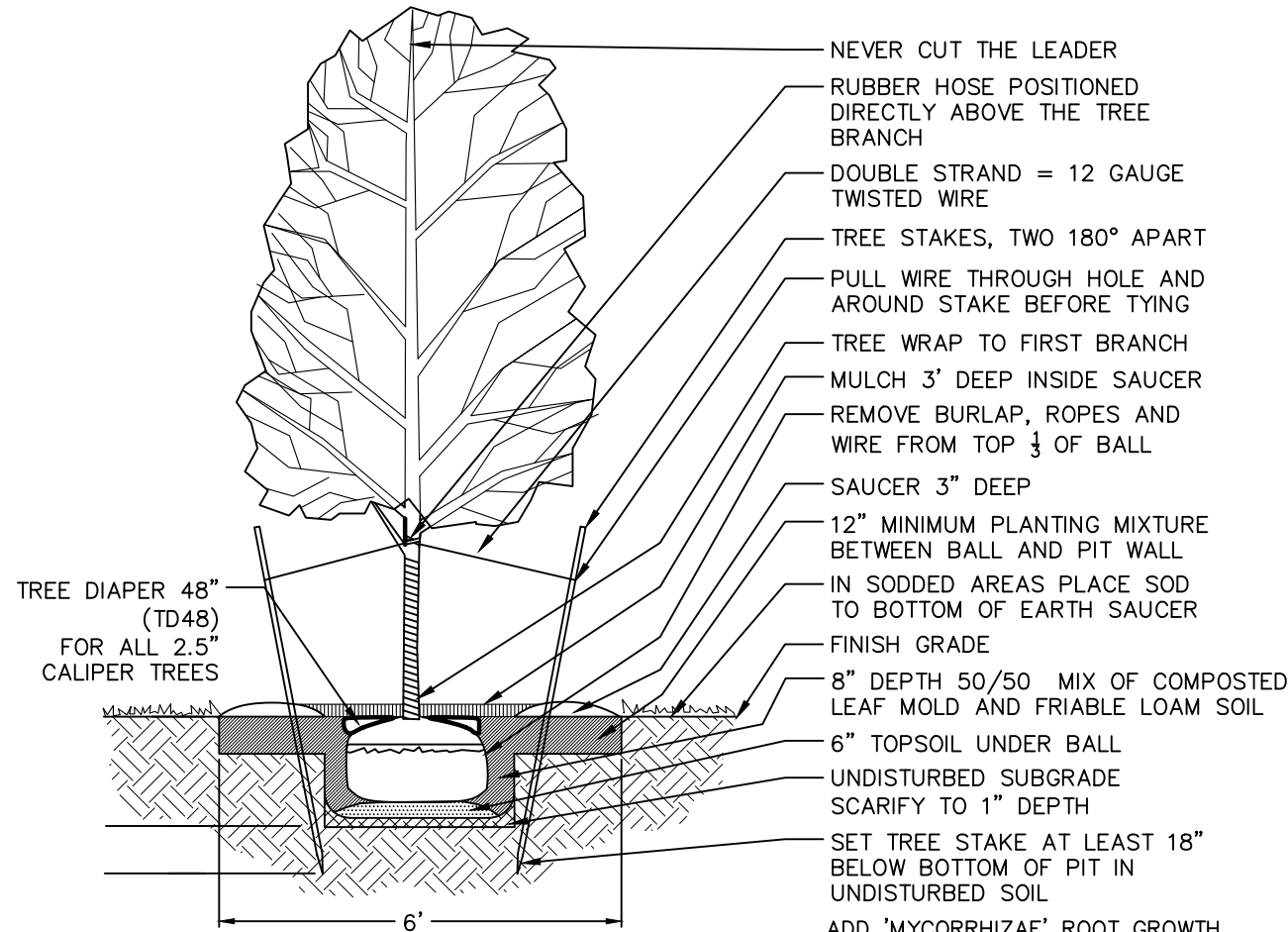
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SHRUB PLANTING DETAIL

NOT TO SCALE

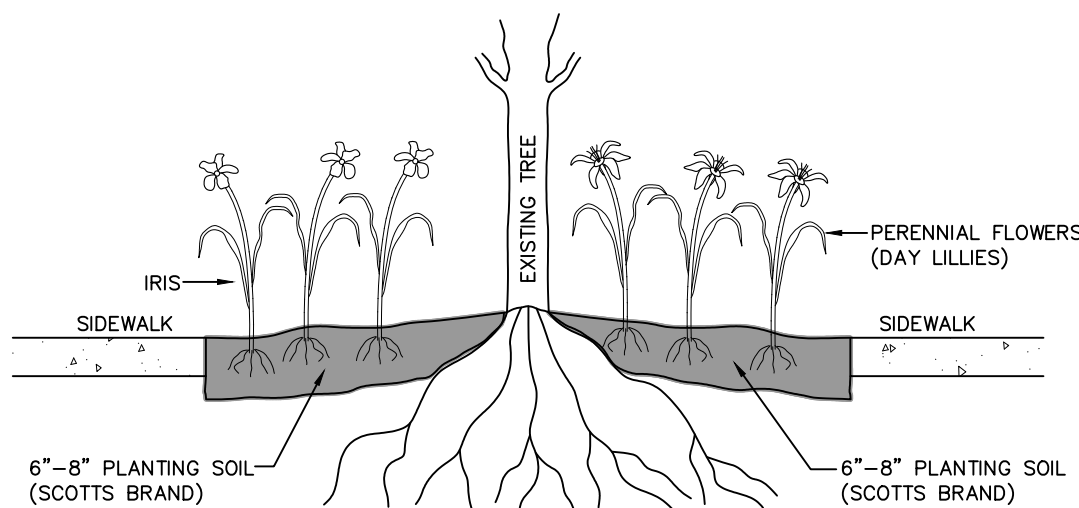
SHRUB PLANTING SCHEDULE:
MAY 15, THRU AUGUST 1
SEPTEMBER 5, THRU NOVEMBER 1
NO FALL PLANTING FOR EVERGREEN SHRUBS



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.

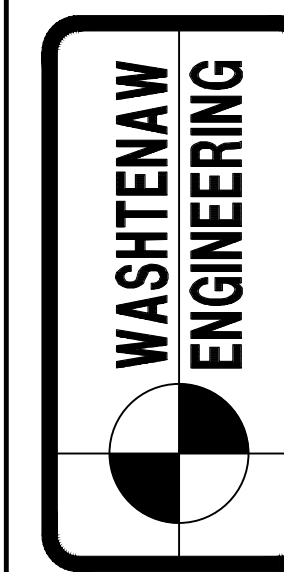
Euonymus coloradus, providing intricate and exquisite blooms in sunny areas of the landscape. Iris flowers begin blooming in late winter to early spring. A range of varieties provides extended color in the flower bed. Iris care is minimal once the growing iris is established. Iris plant care consists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

LANDSCAPE
DETAILS

SHEET

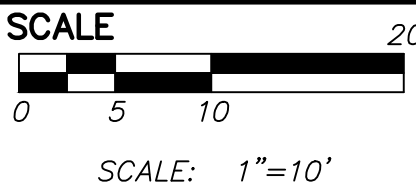
PROJECT
11-11-40-486-030
136 N. WASHINGTON

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 RLA, MICH No. 982



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

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

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DATED: 12-4-23,
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Now what's below.
Call before you dig.

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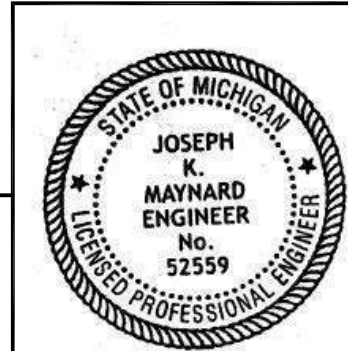
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124 PEARL STREET, ELEV=736.68 (NAVD 88).

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

ALL FIXTURE TO BE FULL CUT OFF.

ALL FIXTURE TO BE FULL CUT OFF

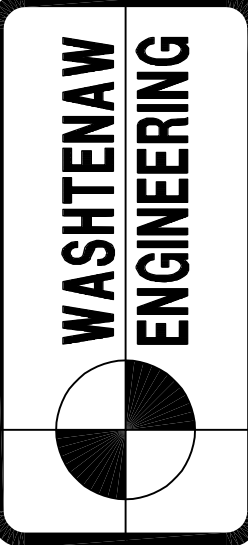
JOSEPH K. MAYNARD P.E., MICH No. 52559



SHEET P1	DATE 1-12-24	WASHTENAW COUNTY * MICHIGAN		
		JOB NO.	33074	
		DWG NO.	074-LIG	
		FIELD BOOK	NONE	
		FILE NO.	10843	

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

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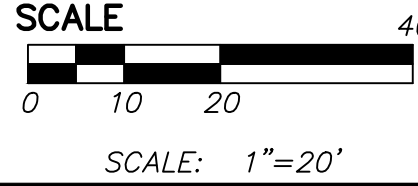


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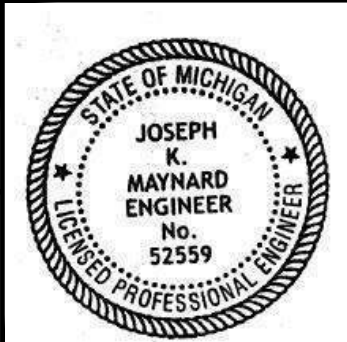
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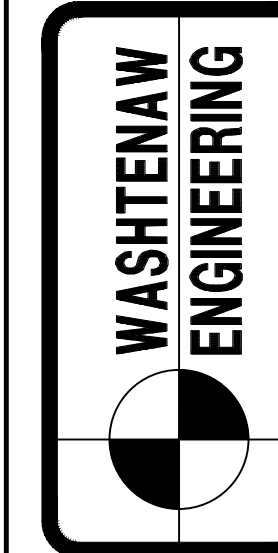
PREPARED BY JOSEPH K. MAYNARD P.E., MICH No. 52559



SECTION	9	TOWN	3	SOUTH	RANGE	7	EAST
PROJECT	11-11-40-486-030 CITY OF YPSILANTI WASHTENAW COUNTY • MICHIGAN 136 N. WASHINGTON						
DATE	1-12-24		JOB NO.	33074		DWG NO.	074-LIGHT
SHEET	P2		FIELD BOOK	NONE		FILE NO.	10843

PHOTOMETRIC DETAILS

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Burlington, Québec J7C 1M1

U.S.A.

4383 NW 124th Ave.,
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MODEL

MSLWALL-CC

NAME

LED Wall Mount

From classic to modern exteriors to residential or commercial interiors, this sensor is a must see. With its up down light and less than four inch profile, this is discretion at its finest without compromising on performance.

PROJECT:

DATE:

QTY:

TYPE:

NOTES:

QUICK SPECS

SIZE	WATTS	DELIVERED LUMENS*	COLOR T SDCI	CRI	VOLTAGE	BEAM ANGLE	LIGHT DIRECTION	FINISH
18"	15W	760lm	2700K	90	120V	30°	Up and down	Black

*Lumen output measured at 3000K

LIGHT DISTRIBUTION

CONSTRUCTION

Lens	Self-protected	Finish type	Power coated	Type of LED	SMD
Lens material	Plastic	Housing material	Aluminum	Mounting	Octo-Job

RATINGS

Location	Indoor/outdoor	Lifespan	50,000 hrs.	IP Rating	IP65
Environment	Wet	Certifications	ETL, FCC, ICES, ADA	Operating temperature	-20° to 50° C

WHAT'S IN THE BOX

LED wall mount

Mounting bracket

Mounting hardware

Wire nuts

Instruction sheet

ACCESSORIES

ADAPTERS

MSLWALL-CC

dals.com

LIGHT FIXTURE L3
 (LIGHT TO ONLY PROJECT DOWN LIGHT ONLY)

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Burlington, Québec J7C 1M1

U.S.A.

4383 NW 124th Ave.,
Coral Springs, Florida 33066

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ELECTRICAL DETAILS

Input voltage	108-120V	Output current	350mA	Power factor	91%	Driver type	Constant current
Output voltage	21-42V	LED model #	3535	THD harmonic distortion	<30%	Blinding type	3 SCOR

FEATURES

Integrated dimmable driver	Fully sealed light engine	Superior color consistency
Switch-selectable CCT: 2700K/ 3000 K/ 3500 K/ 4000 K/ 5000 K		

WARRANTY

DALS offers a 5-year warranty from the date of purchase which covers repairs or replacement of defective parts of the housing, optics, and electronics. To contact DALS customer service call 1-877-430-1818 or send an e-mail to info@dals.com

RECOMMENDED DIMMER LIST*

BRAND	MODEL #	DIMMER SPECS	GRADE	DIMMING RANGE (%) MIN. MAX.	MAX. LOAD
Lutron	DVCL-153PR-WH-C	Triac, 150 W Dimmable CFL/LED	Compatible	10 100	10
Lutron	CTCL-153PDH-WH-C	Triac, 150 W Dimmable CFL/LED	Compatible	10 100	10
Lutron	DVHCL-153PR-WHC	Triac, 150 W Dimmable CFL/LED	Compatible	10 100	10
Lutron	MACL-152BWH-WHC	Triac, 150 W Dimmable CFL/LED	Compatible	1 100	10
Lutron	DVELV-300P-WH	300W electronic low voltage dimmer	Compatible	12 % 100	20
Lutron	6AT2-1LW	Triac, 150W Dimmable CFL/LED	Compatible	22 100	10
Lutron	MA-PRB-WH	ELV, 250W LED/CFL	Compatible	2 100	14
Lutron	DS402	Triac, 400W Dimmable CFL/LED	Compatible	28 100	30
Lagrand	RHCL433PNCVCA	Triac, 400W Dimmable CFL/LED	Compatible	12 100	30
Lagrand	A07P7321UMA	Triac, 400W Dimmable CFL/LED	Compatible	21 95	30
Lagrand	A07P433LM2	Triac, 400W Dimmable CFL/LED	Compatible	37 100	30
Lutron	6AT1	Triac, 150 W Dimmable CFL/LED	Compatible	13 100	10
Lutron	1PL56-16Z	Triac, 150 W Dimmable CFL/LED	Compatible	20 100	10
Lutron	DSL56-76Z	Triac, 150 W Dimmable CFL/LED	Compatible	20 100	10
Lutron	Caseta PD-4WCL-WH-R-C	Triac, 300W Dimmable CFL/LED	Compatible	3 100	25
Lutron	Caseta PD-4NE-WH-C	ELV LED—up to 250 W	Compatible	5 100	14
Lutron	Caseta	Triac LED—up to 250 W	Compatible	1 100	16
Lutron	D24HD-74Z-18W	Triac, 300W LED/CFL	Compatible	14 100	20
Dals	SM-DMSW Smart Dimmer	Triac, 250W LED/CFL	Compatible	10 100	16
Control 4	CA-AP020-WH	ELV 120W LED	Compatible	0 100	8
Control 4	CA-PP0100-WH	Triac, 200W LED	Compatible	0 100	13
Lagrand	RHL737W	Triac, 250W LED	Compatible	12 100	16

* Minimal buzzing noise may occur with some dimmers

MSLWALL-CC

dals.com

DETROIT SERIES

LDS - SAL

LED Small Area Light

Catalog Number:

Project:

Comments:

Prepared By:

Date:

Description

The sleek feature design of the LDS-SAL is a blend of modern sophistication and unmatched efficiency. The LDS-SAL area light includes the benefits of superior thermal efficiency, an industry-leading sensor, adjustable warranty, and custom wiring, ensuring long-term performance. Custom photometric design with greater than 30,000 lumens allowing for even replacement of existing LED fixtures up to 500 Watt and is a perfect open-space solution for parking lots, pathways, tennis courts, and many other outdoor applications. Proudly Made in the USA.

Technical Specifications

Input Voltage: 120-277V or 347-480V

Heat Sink: Die-cast aluminum housing with 80% glass polycarbonate powder coat finish for maximum durability. The heat sink material is pre-painted using an environmentally friendly process. Zero surface scratching and corrosion possible. The sensor results in a more durable conversion type than traditional chrome conversion coatings and allows maximum efficiency of the powder coating in the decorative finishes. Housing features an integrated heat sink and driver compartment built into the fixture design.

Mounting: Mounting arm designed for a square / round pole (patented). Additional mounting options include a pole mounting arm adapter.

Split Circuit: Optional

Effective Projected Area (EPA): 0.01 ft²

Color Temperature: 2200K, 2700K, 3000K, 3500K, 4000K (standard), 5000K.

LED Lifetime: All LEDs are rated for a minimum of 100,000 hours of continuous operation at ambient outdoor temperatures from -40°F/-40°C to 115°F/43°C.

Color Rendering Index (CRI): Minimum of 80 or higher. CRI 90+ available upon request. CRI 90+ not available in 2200K.

Dimming: 0-10V standard dimming capability.

Custom: Custom photometric calculations engineered precision 3073° optical lenses to maximize distribution and uniformity of light while maintaining 3073°. Our proprietary light beam pattern and beam spread are automatically generated by our computerized Lumecon custom beam pattern software, which is designed to maximize beam pattern "hot spots" and use less lumens than typical LED area light.

Warranty: 5-Year Limited Warranty. Our LEDs are rated for a minimum of 100,000 hours of continuous operation at ambient outdoor temperatures from -40°F/-40°C to 115°F/43°C.

Material: Aluminum housing with 80% glass polycarbonate powder coat finish for maximum durability. The heat sink material is pre-painted using an environmentally friendly process. Zero surface scratching and corrosion possible. The sensor results in a more durable conversion type than traditional chrome conversion coatings and allows maximum efficiency of the powder coating in the decorative finishes. Housing features an integrated heat sink and driver compartment built into the fixture design.

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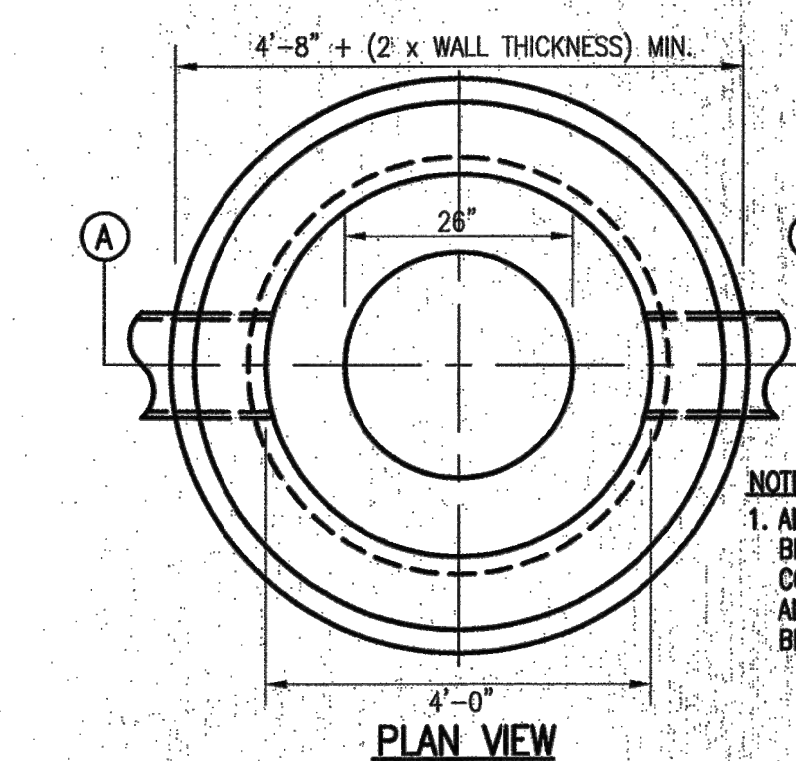
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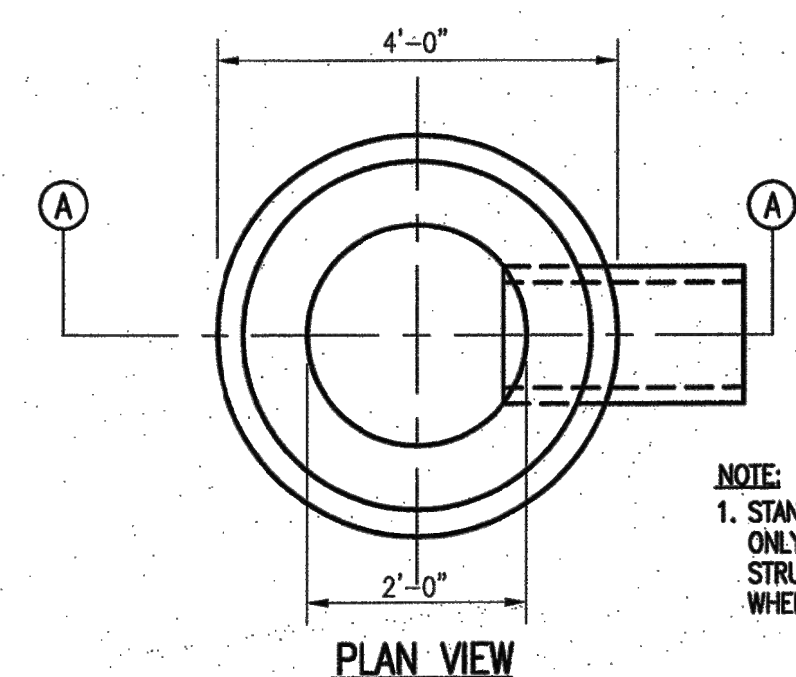
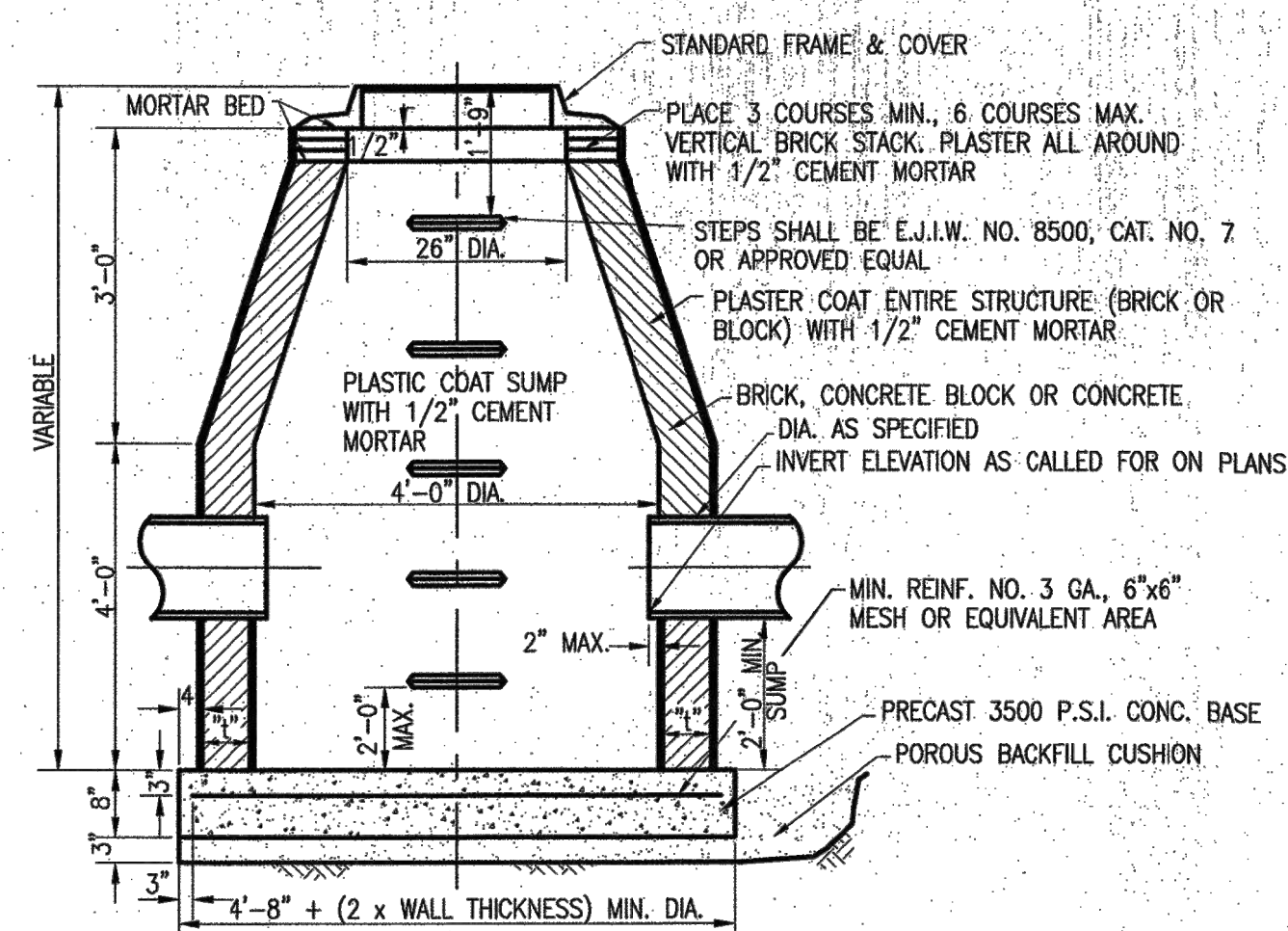
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Effective Projected Area (EPA): 0.01 ft²

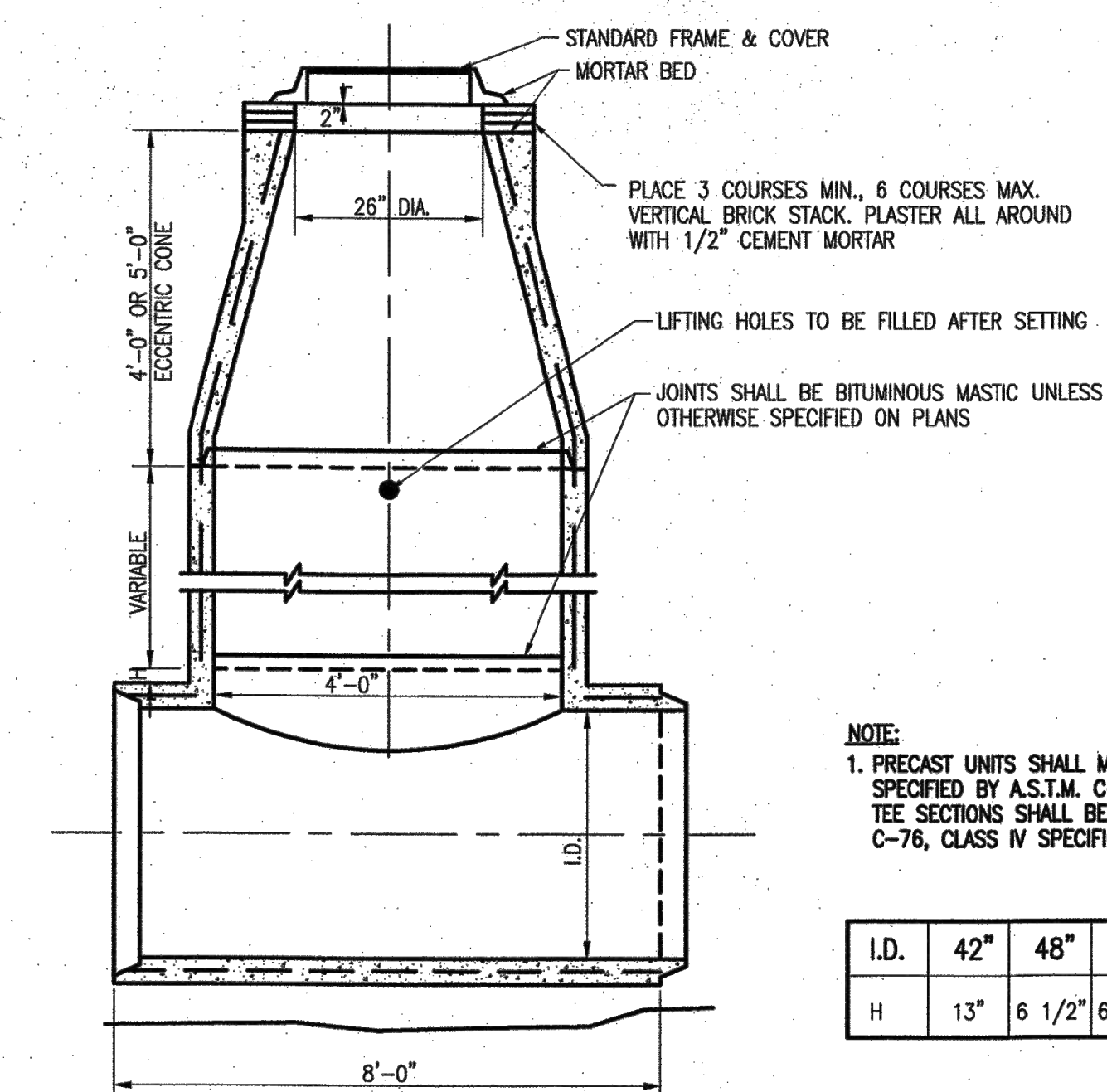
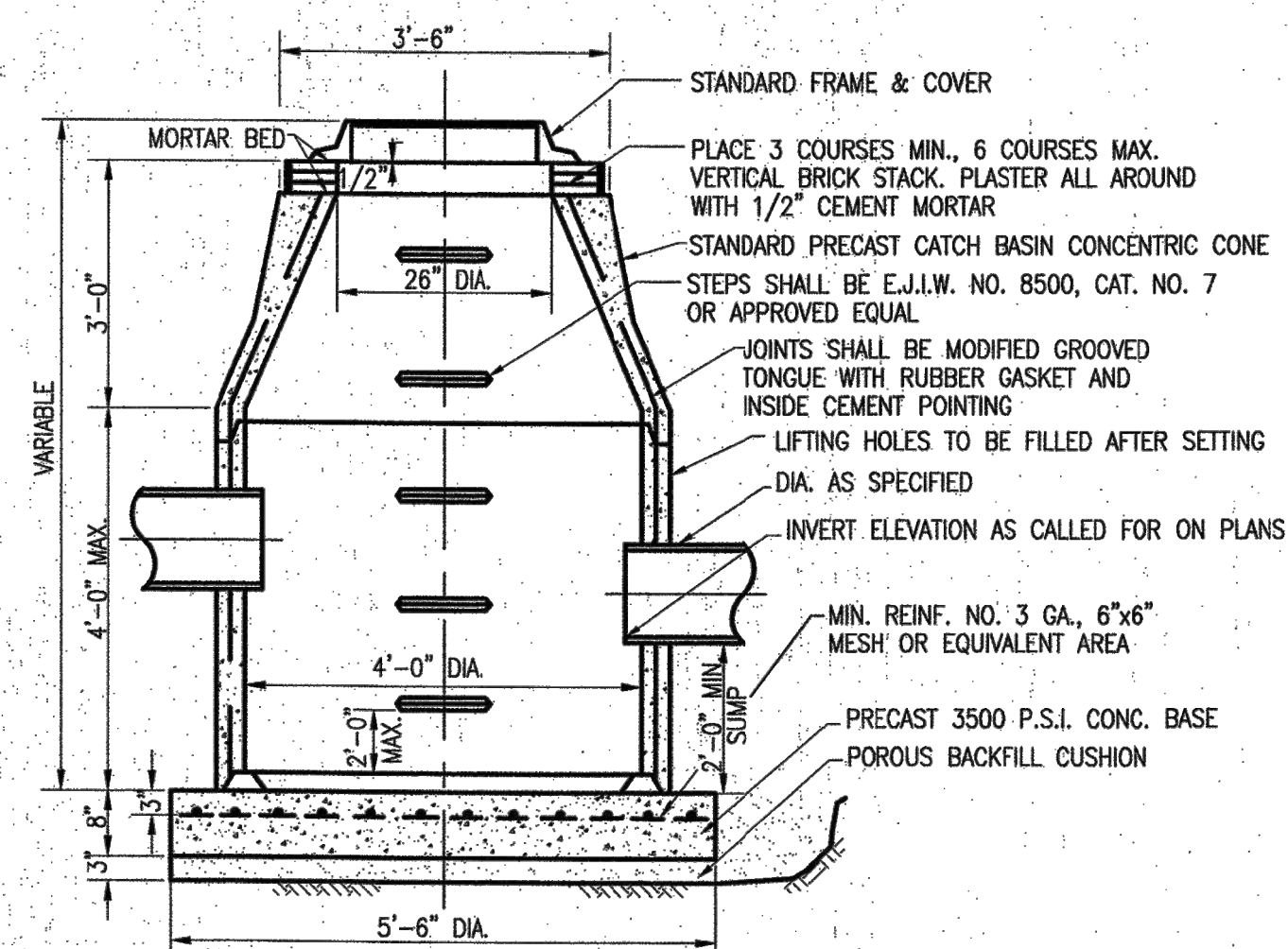
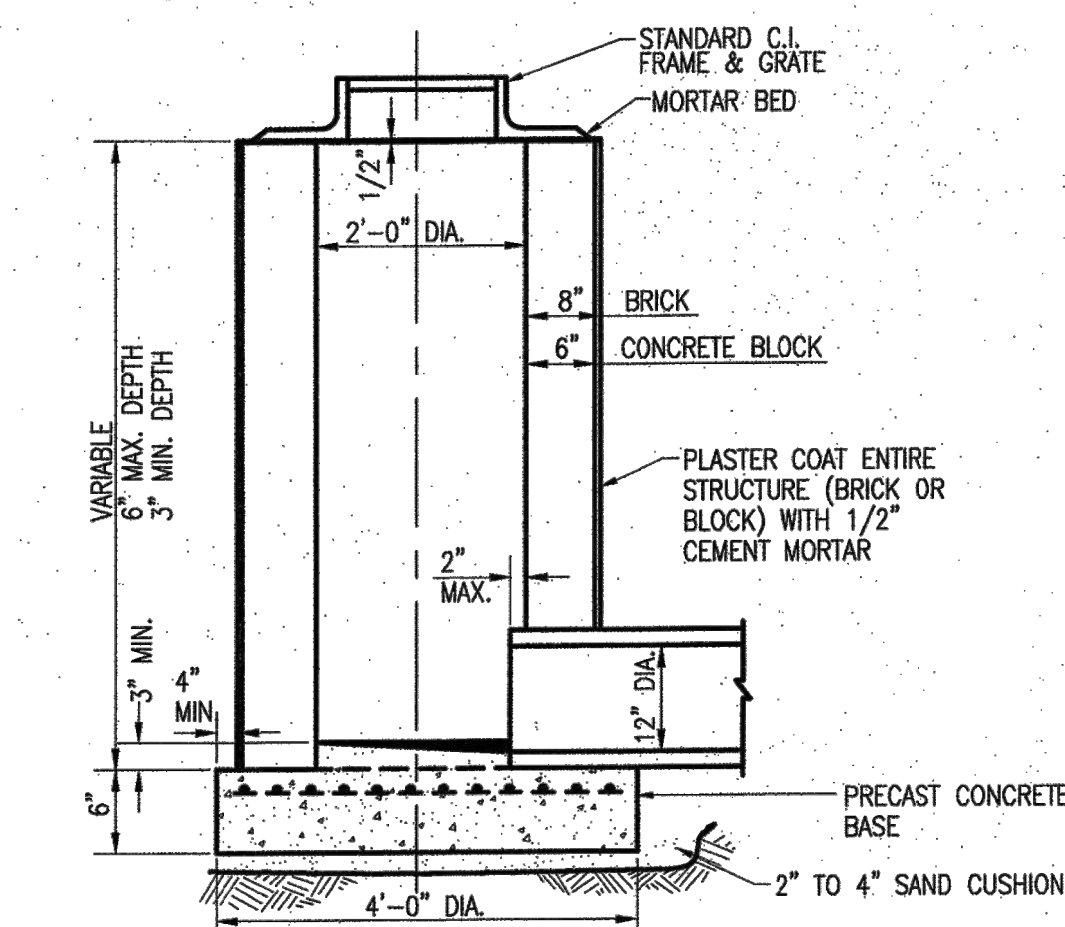


NOTE:

1. ALL VERTICAL HOLES IN CONCRETE BLOCK STRUCTURE WALL SHALL BE COMPLETELY FILLED WITH MORTAR. ALL VERTICAL WALL JOINTS SHALL BE CEMENT POINTED.

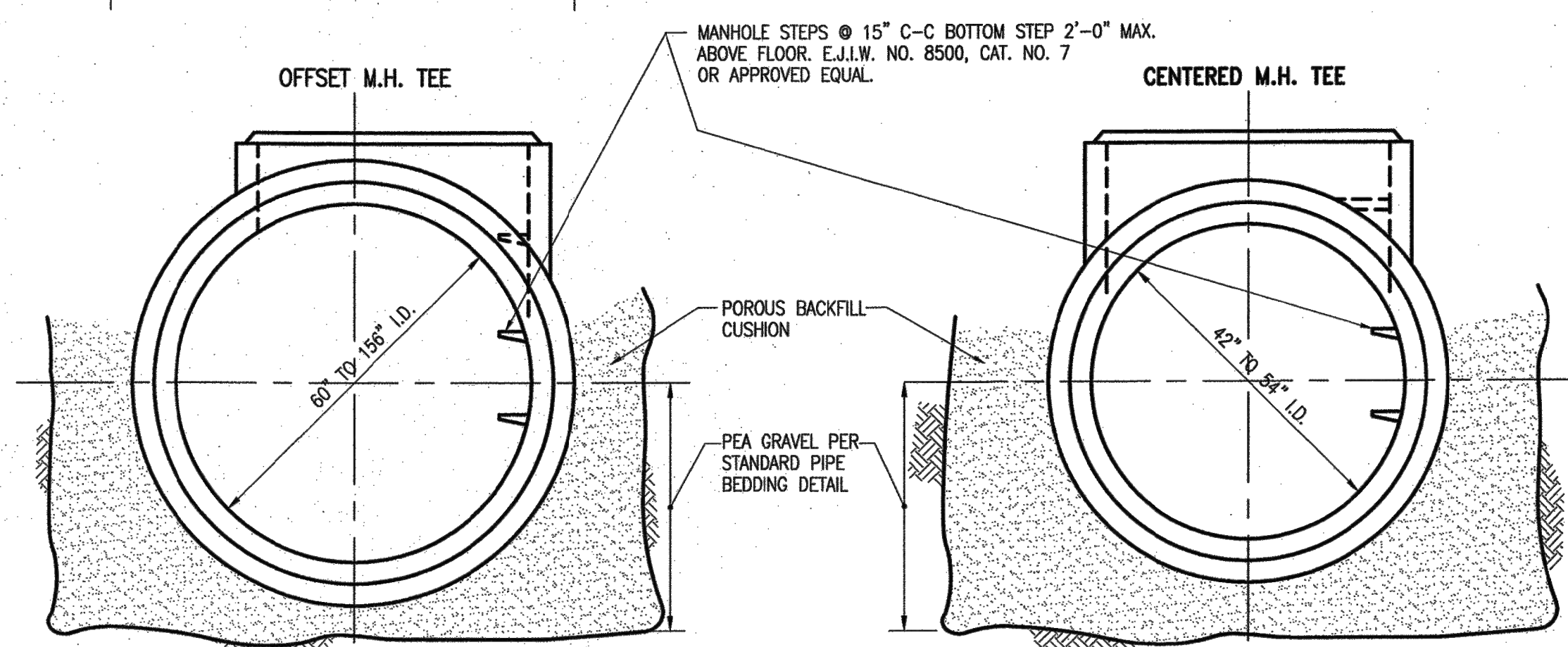


NOTE:
1. STANDARD INLET WILL BE USED ONLY WHEN OUTLETTING TO A STRUCTURE HAVING A SUMP OR WHEN OUTLETTING TO A DITCH

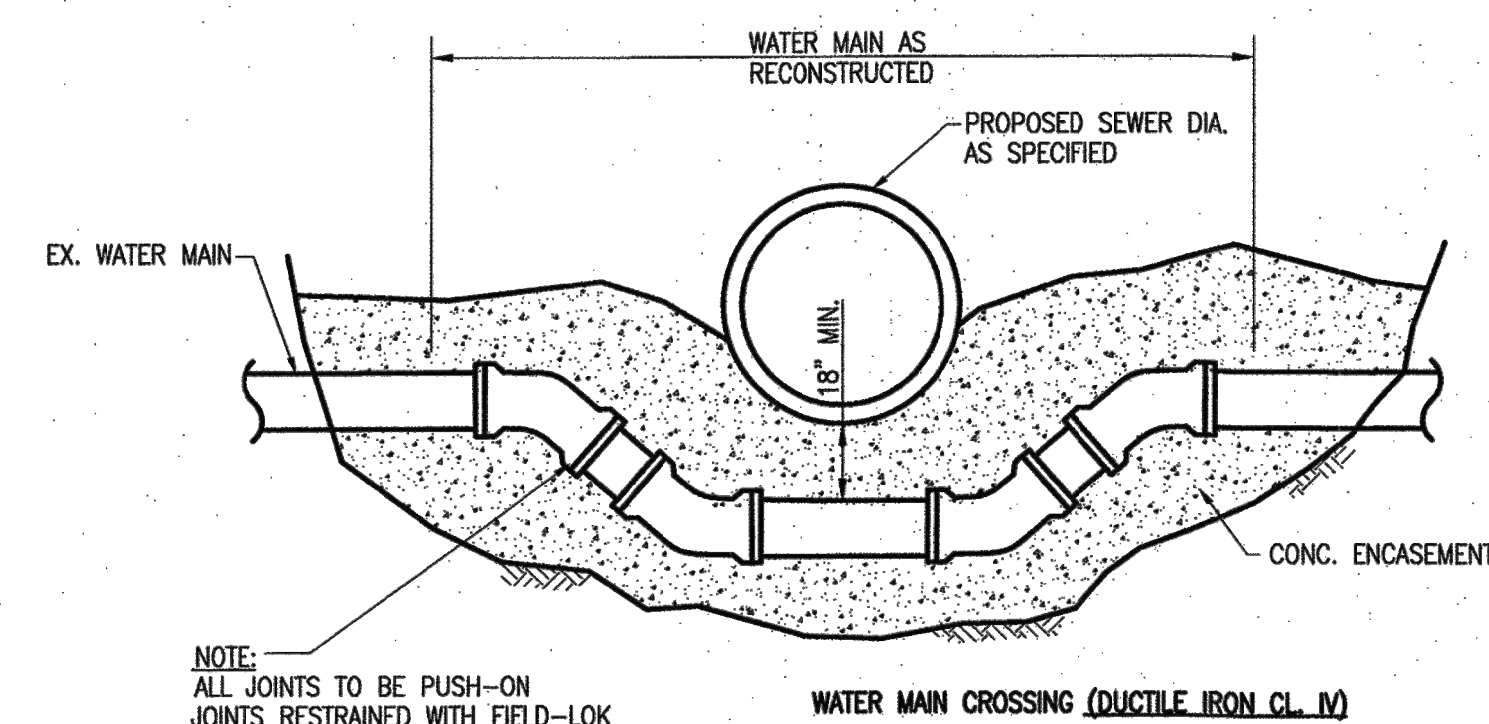


NOTE:
1. PRECAST UNITS SHALL MEET THE REQUIREMENTS SPECIFIED BY A.S.T.M. C-478-68. ALL MANHOLE TEE SECTIONS SHALL BE REINFORCED TO A.S.T.M. C-76. CLASS IV SPECIFICATIONS

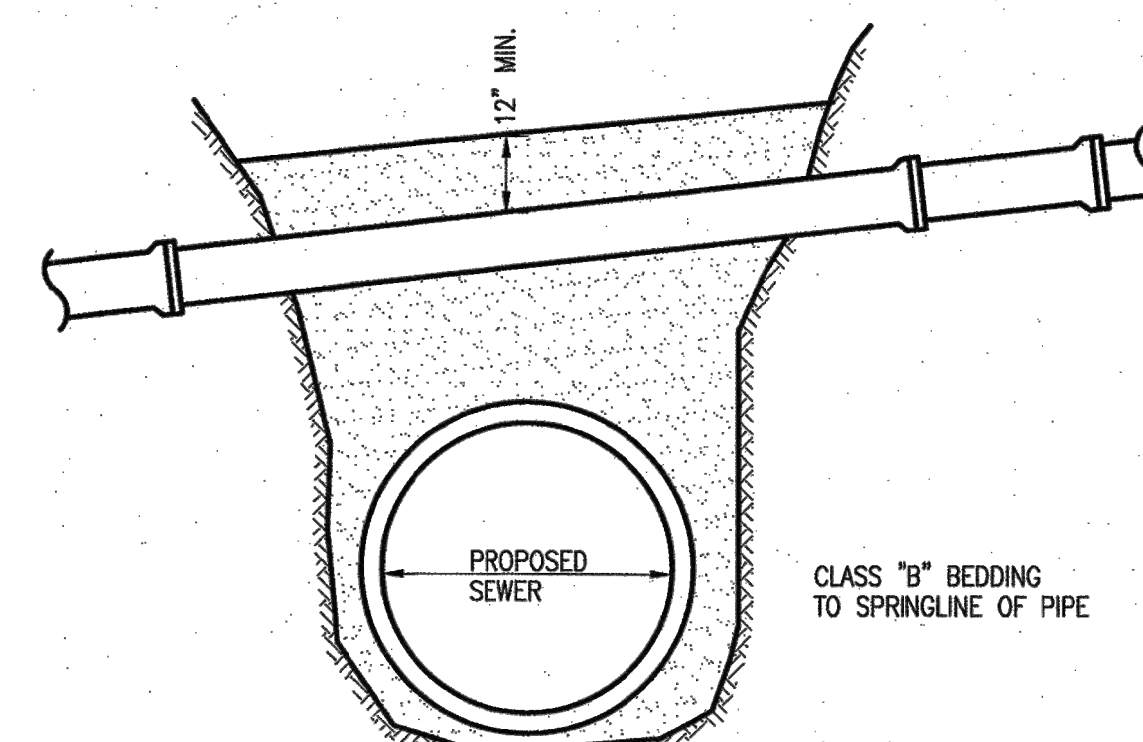
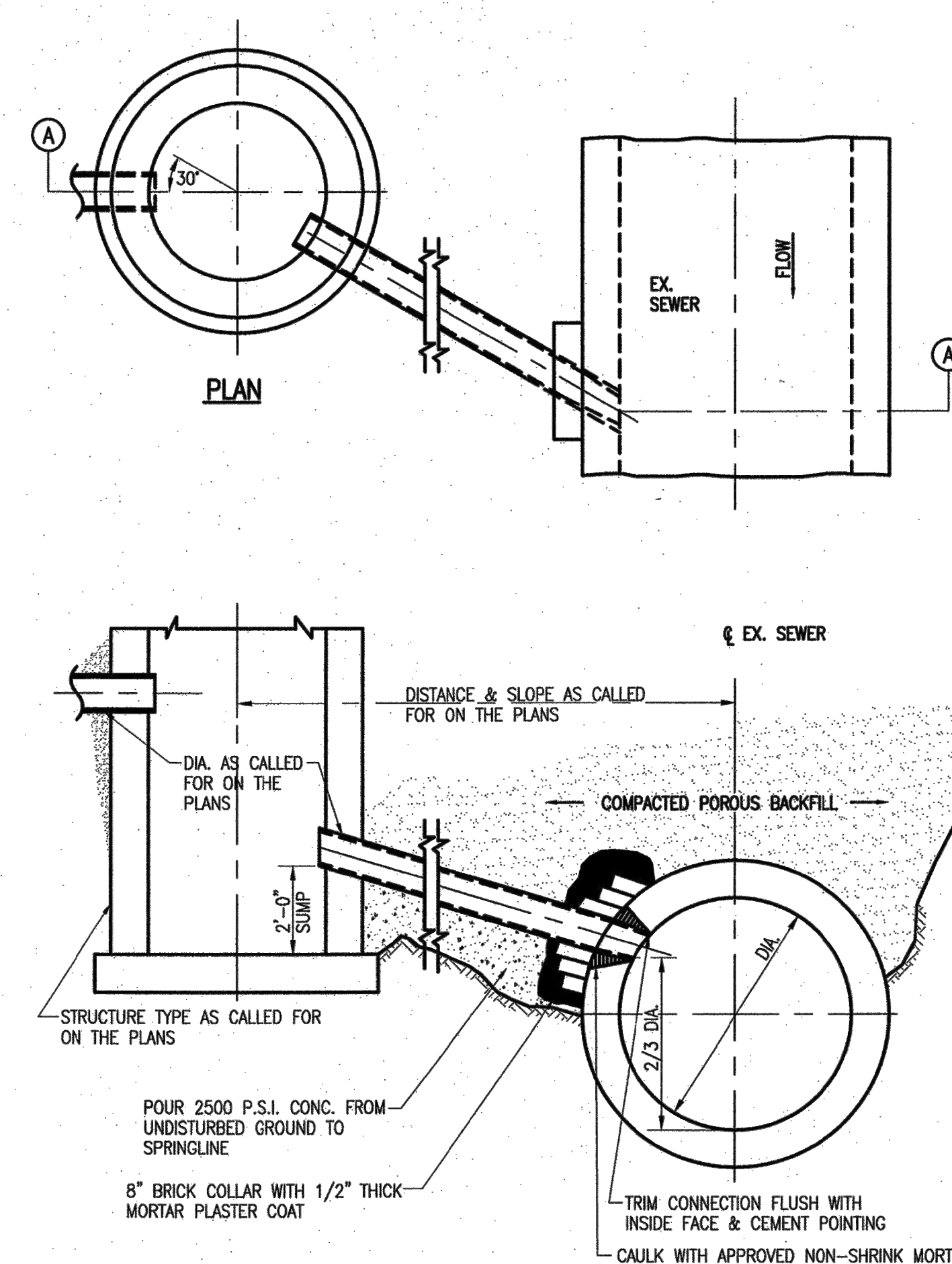
H DIMENSION									
I.D.	42"	48"	54"	60"	66"	72"	78"	84"	OVER 84"
H	13"	6 1/2"	6 1/2"	1"	1 3/4"	2 1/2"	4"	6"	7"



PRECAST MANHOLE "T"



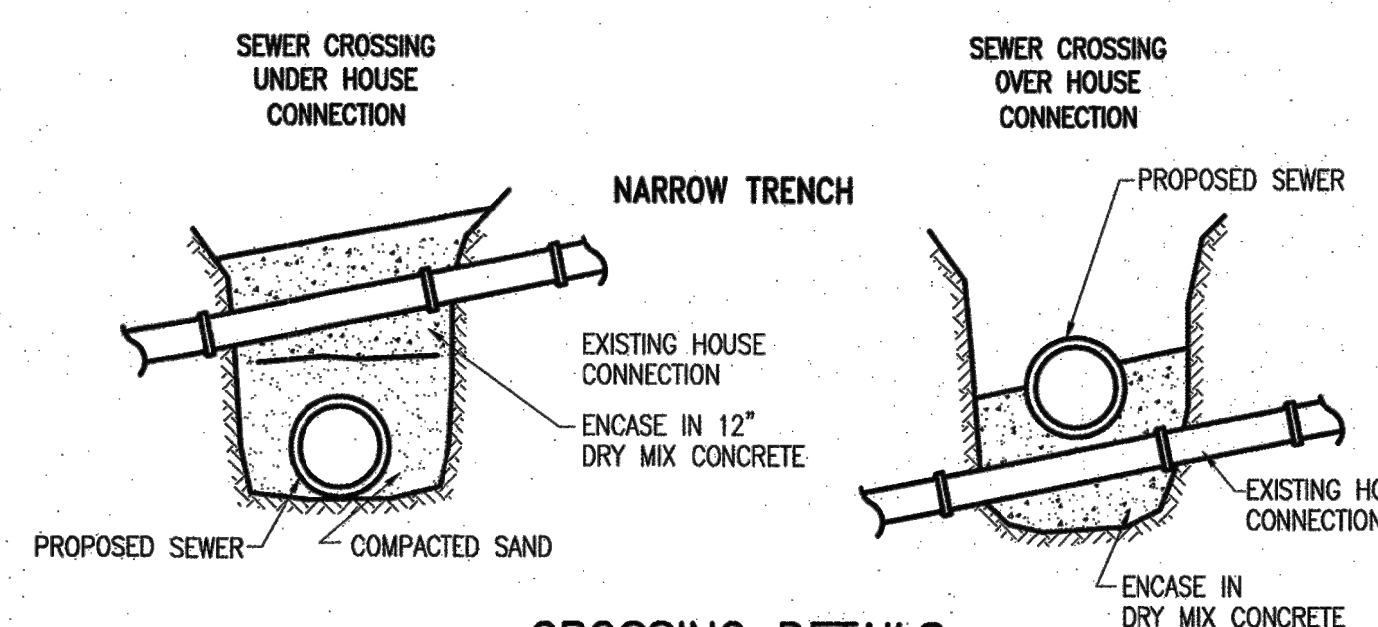
WATER MAIN CROSSING



HOUSE CONNECTION CROSSING

NOTE:

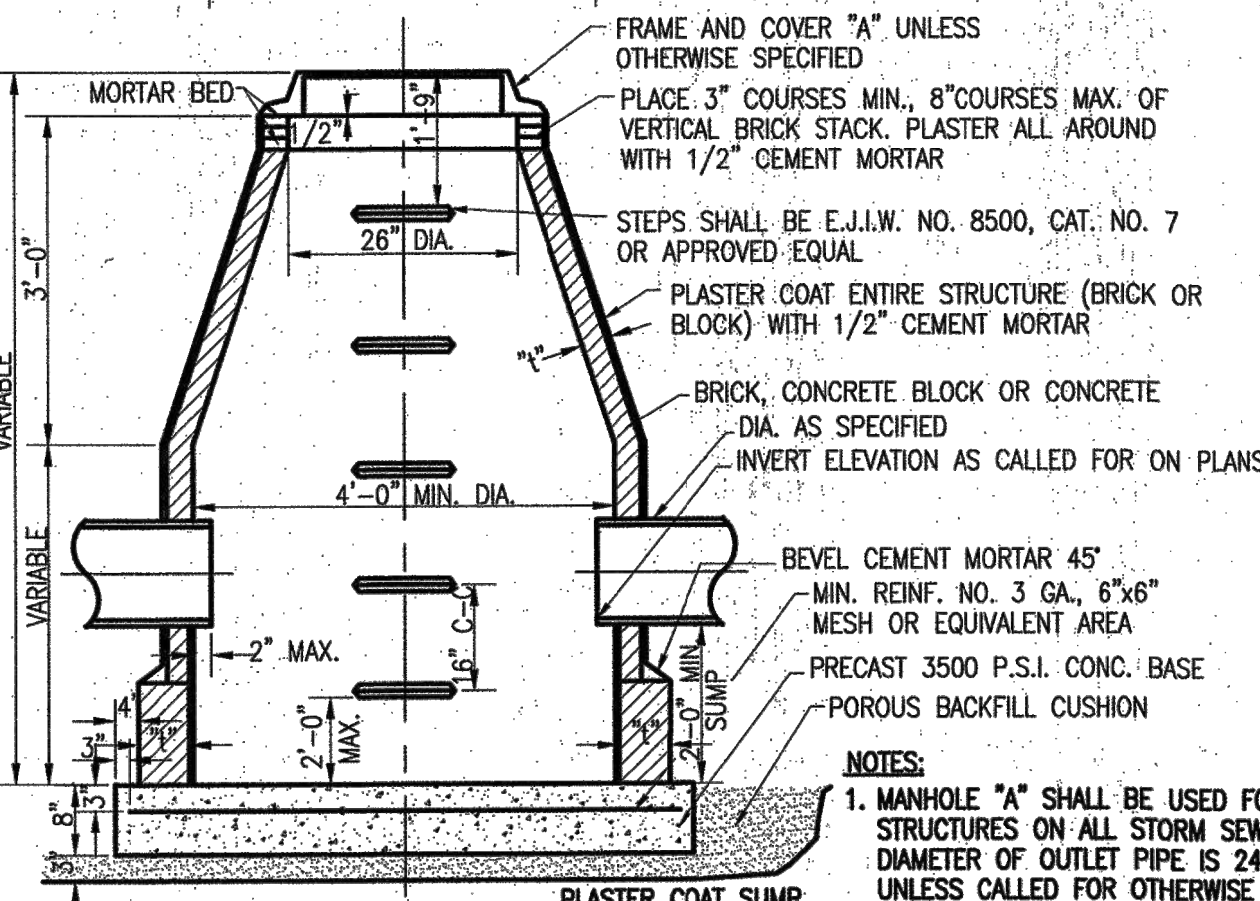
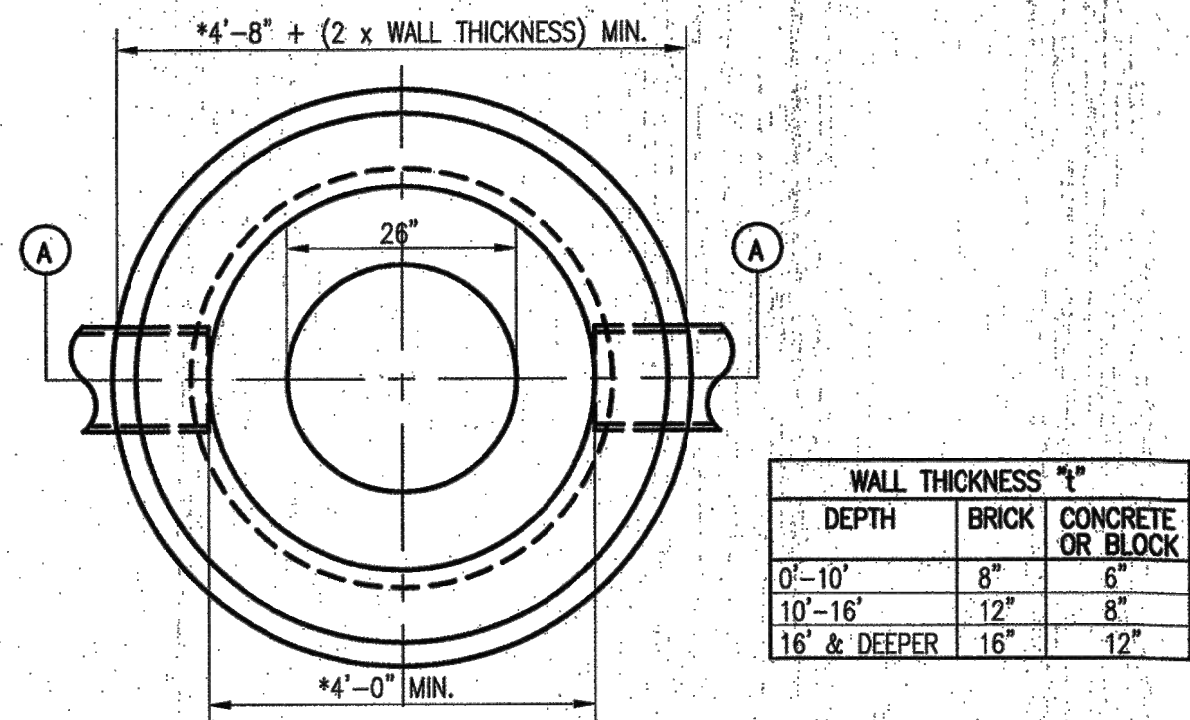
1. M.D.O.T. GRANULAR MATERIAL CLASS II PLACED IN 6" LAYERS AND COMPACTED TO A MINIMUM OF 95% OF ITS MAXIMUM UNIT WEIGHT TO A HEIGHT OF 12" ABOVE THE TOP OF THE SEWER LEAD.



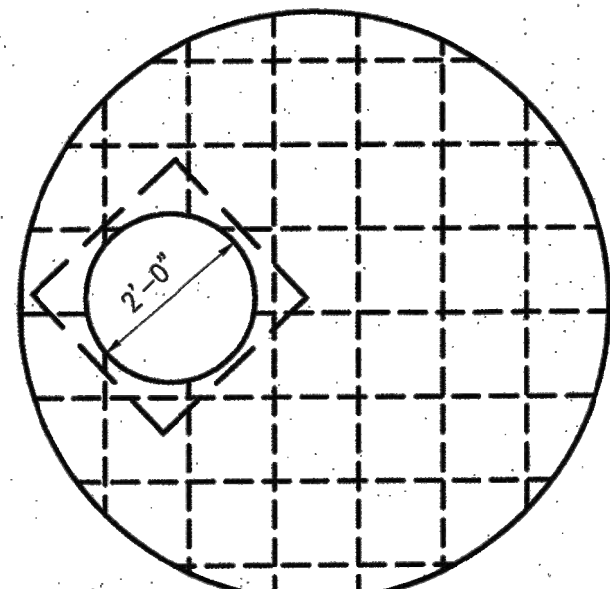
CROSSING DETAILS

NOTE:

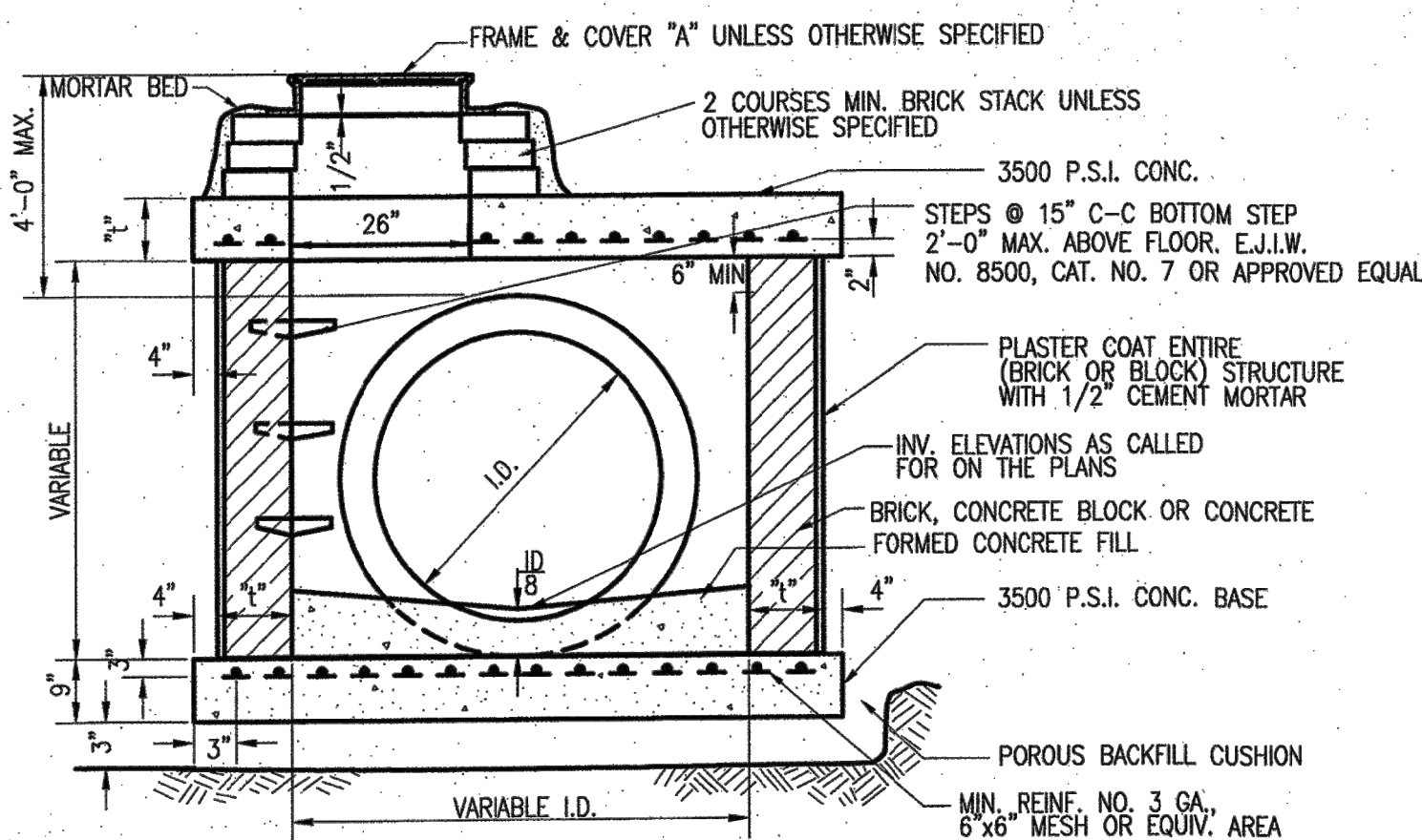
1. WHEN UNSTABLE GROUND CONDITIONS ARE ENCOUNTERED STONE, SLAG OR DRY MIX CONCRETE SHALL BE USED TO BACKFILL THE TRENCH TO A HEIGHT 12" ABOVE THE TOP OF THE SEWER LEAD.



SECTION A-A
MANHOLE "A"

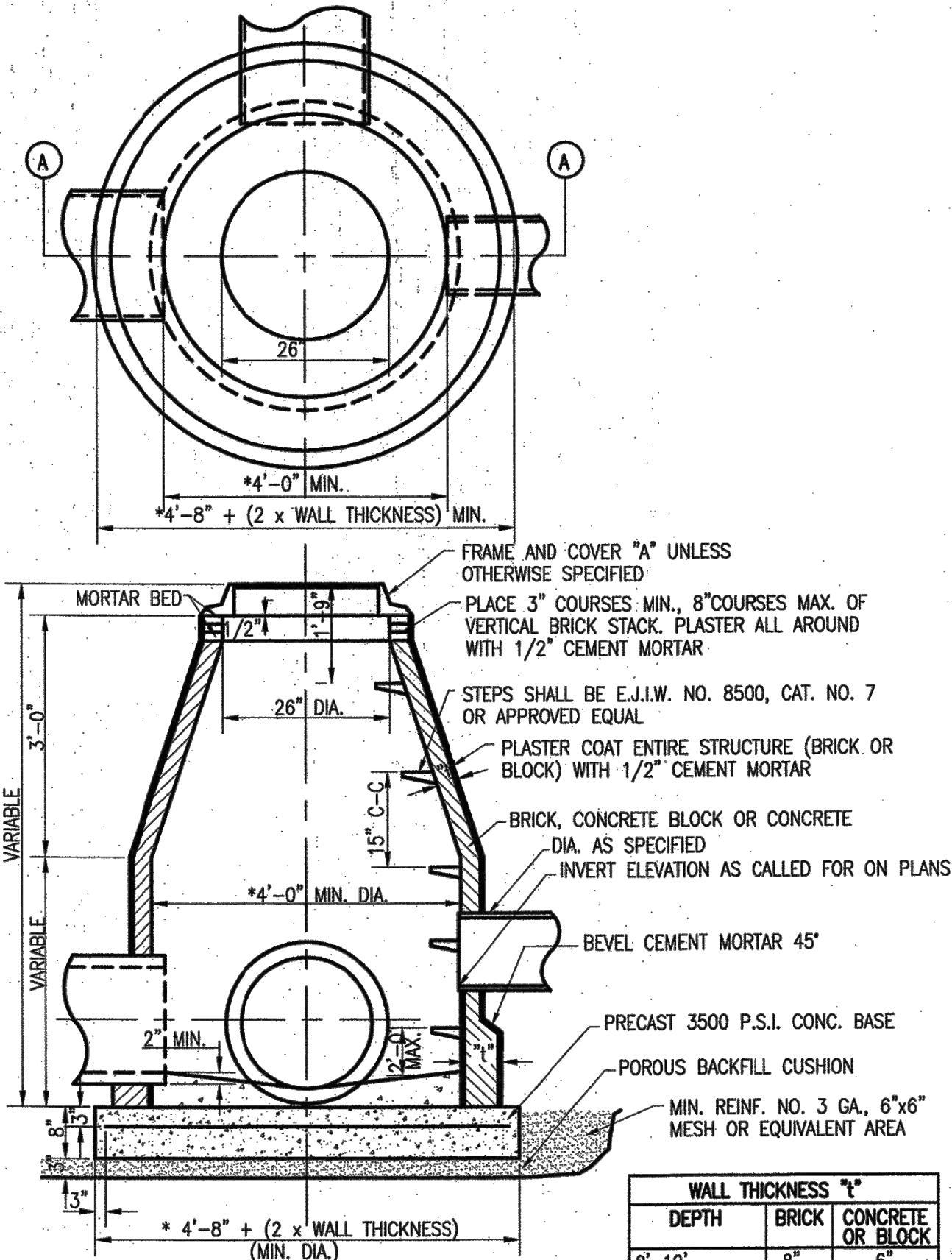


TOP SLAB

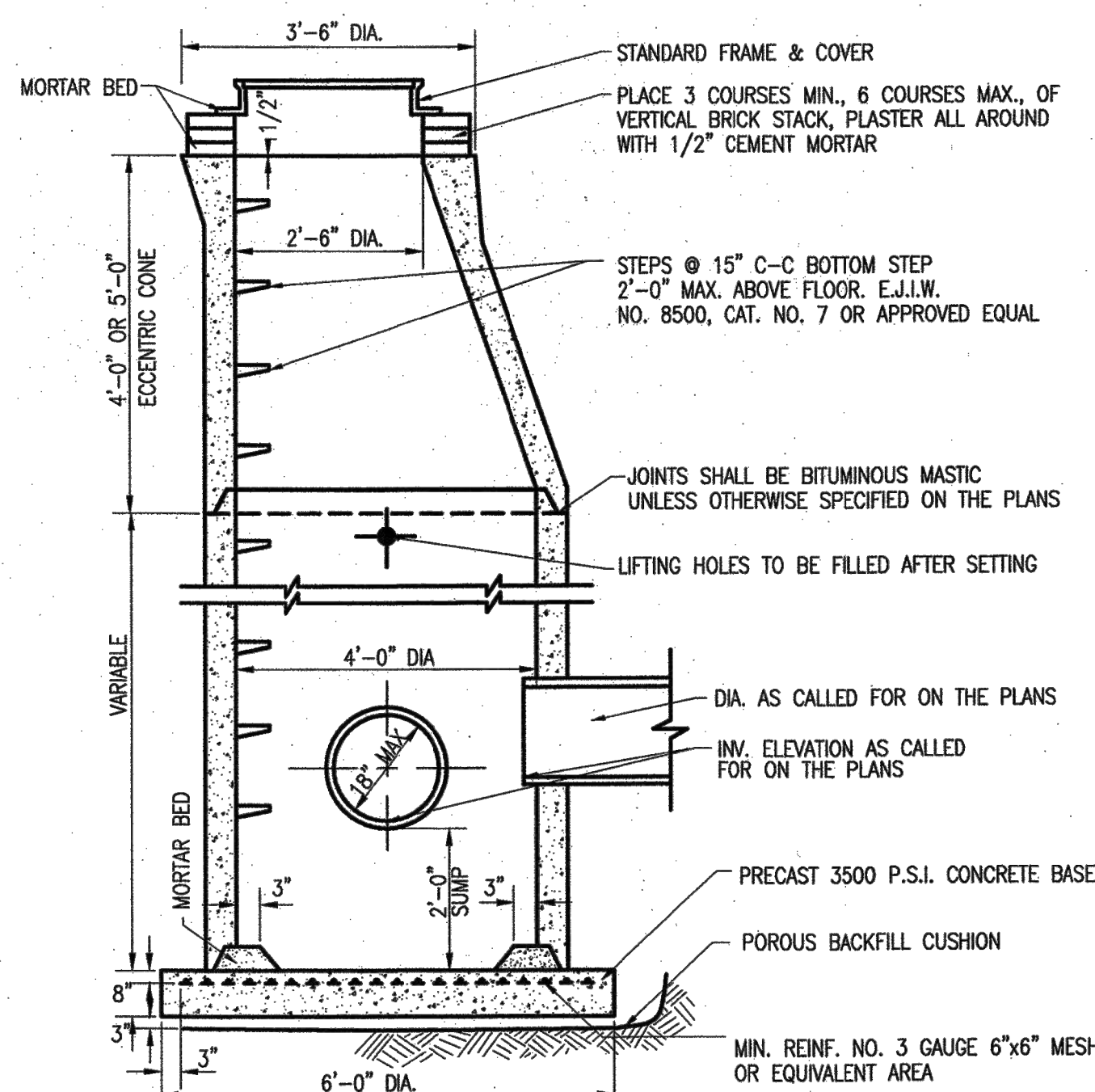


OUTLET I.D.	M.H. D	TOP SLAB T"	WALLS T"	REINFORCING STEEL (SLAB)
24" OR LESS	4'-0"	9"	8"	3/4" @ 9" EACH WAY
30"	4'-0"	9"	8"	3/4" @ 9" EACH WAY
36"	4'-0"	9"	12"	3/4" @ 9" EACH WAY
42"	4'-0"	10"	12"	3/4" @ 9" EACH WAY
48"	4'-0"	11"	12"	7/8" @ 9" EACH WAY

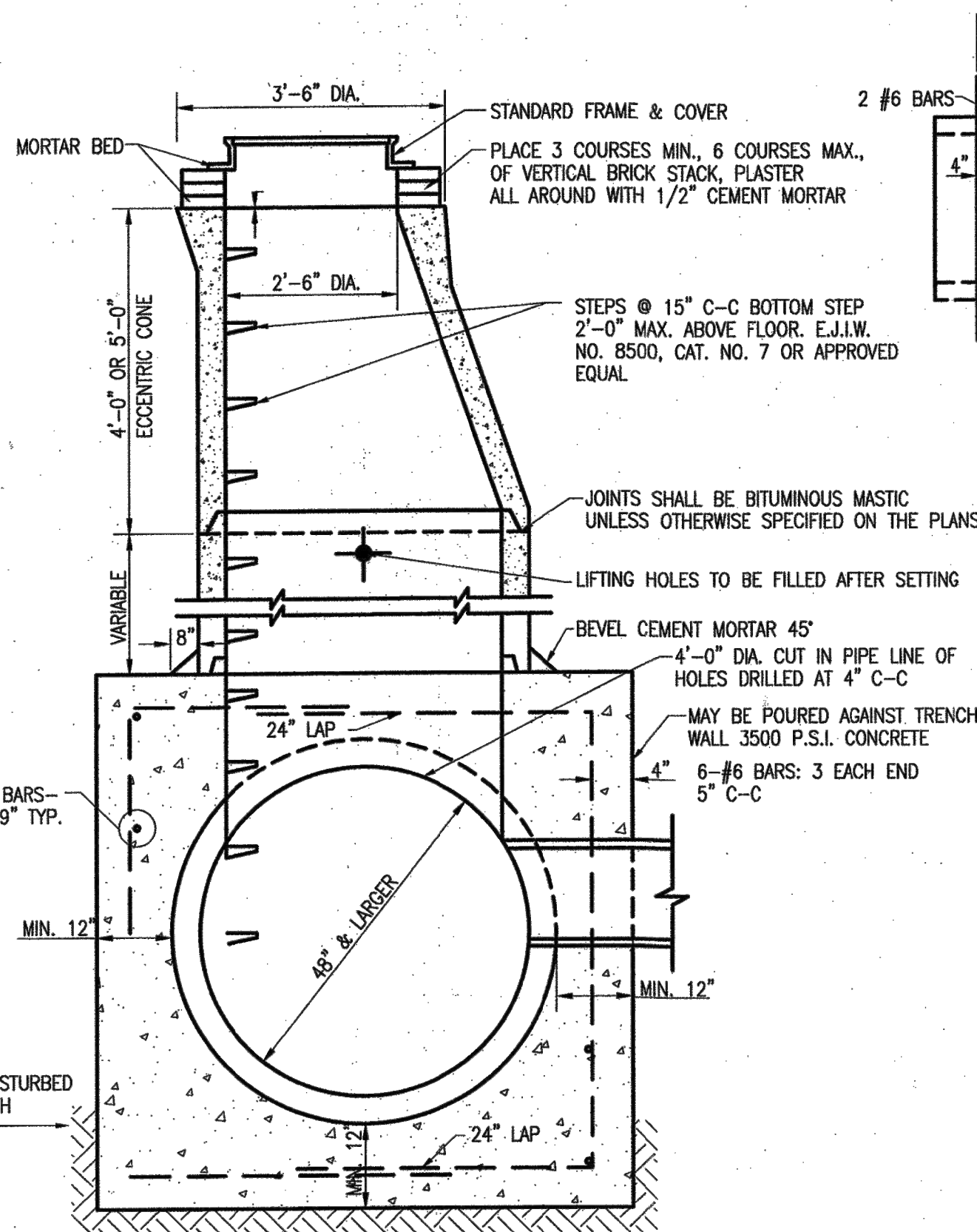
TYPICAL SECTION
MANHOLE "D"



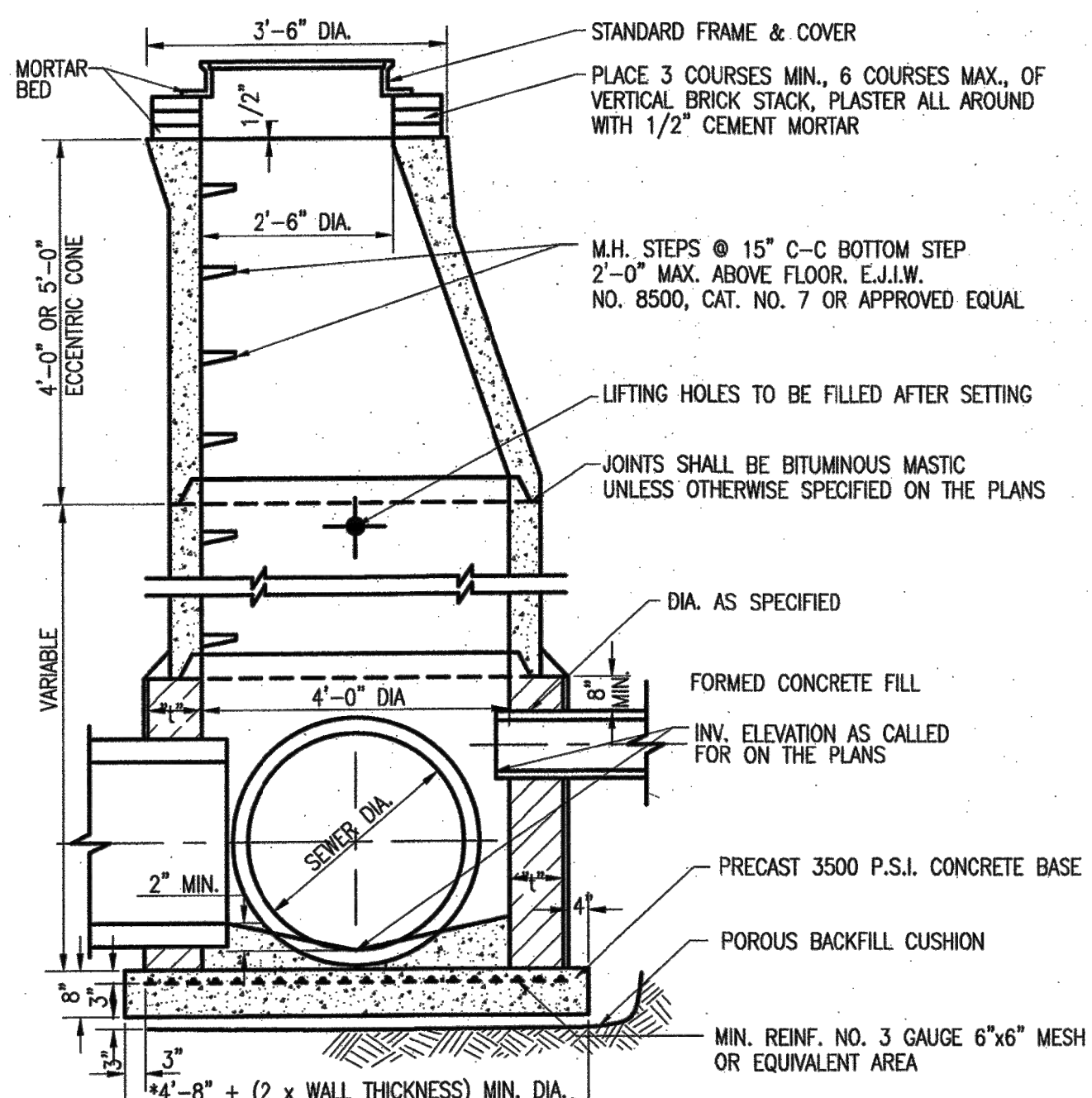
SECTION A-A
MANHOLE "B"



TYPICAL SECTION
PRECAST MANHOLE "E"

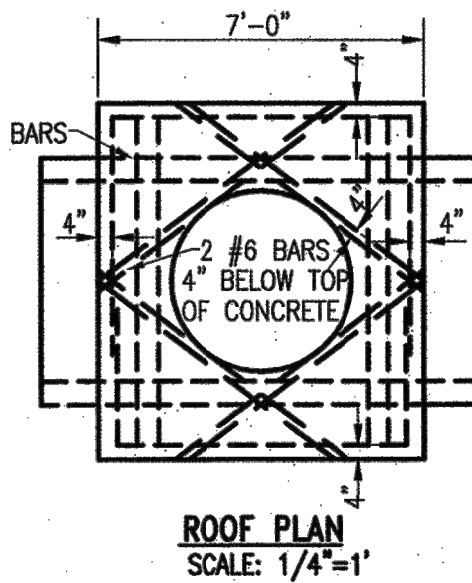


TYPICAL SECTION
PRECAST MANHOLE "C"



TYPICAL SECTION
PRECAST MANHOLE "F"

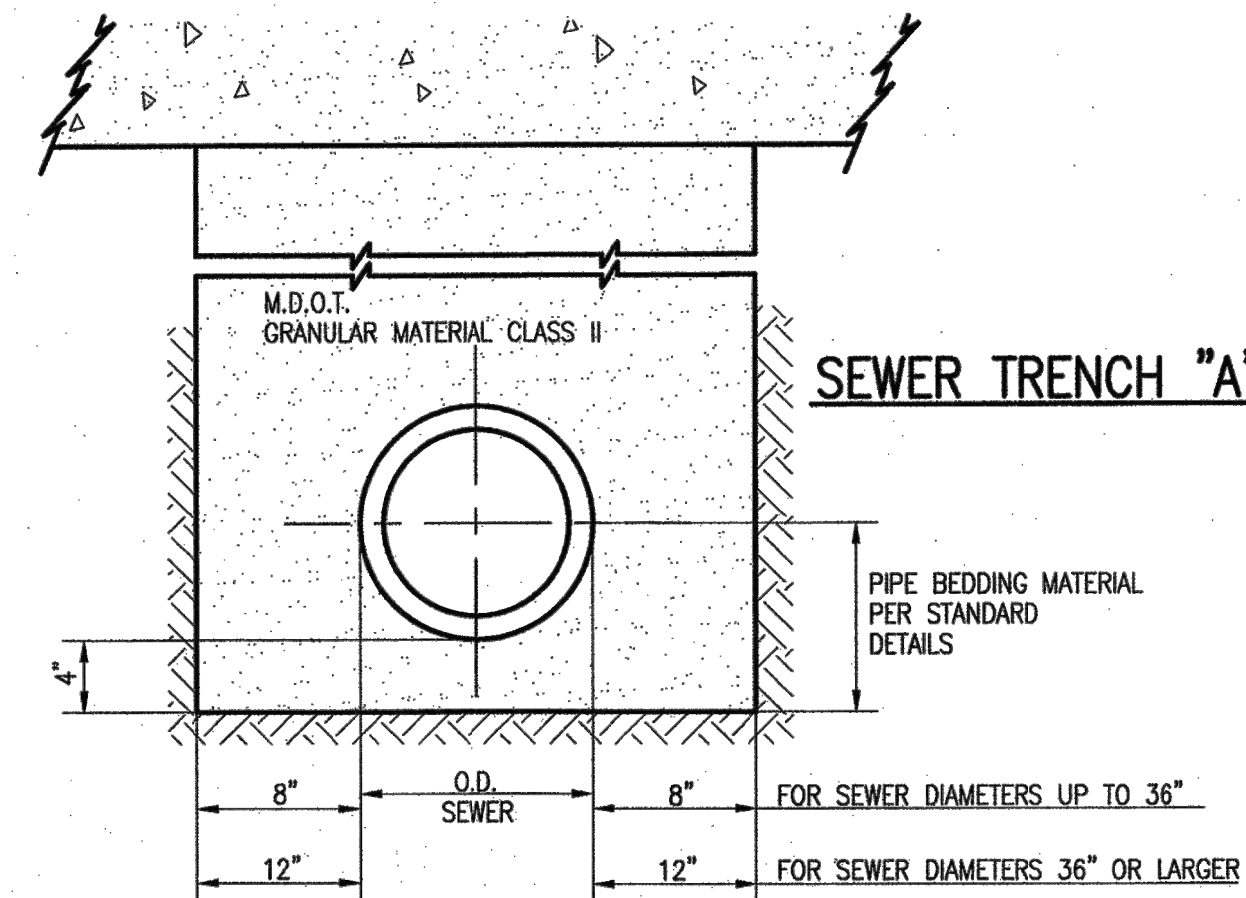
DEPTH	BRICK	CONCRETE OR BLOCK
0'-10"	8"	6"
10'-16"	12"	8"
16' & DEEPER	16"	12"



ROOF PLAN
SCALE: 1/4"=1'

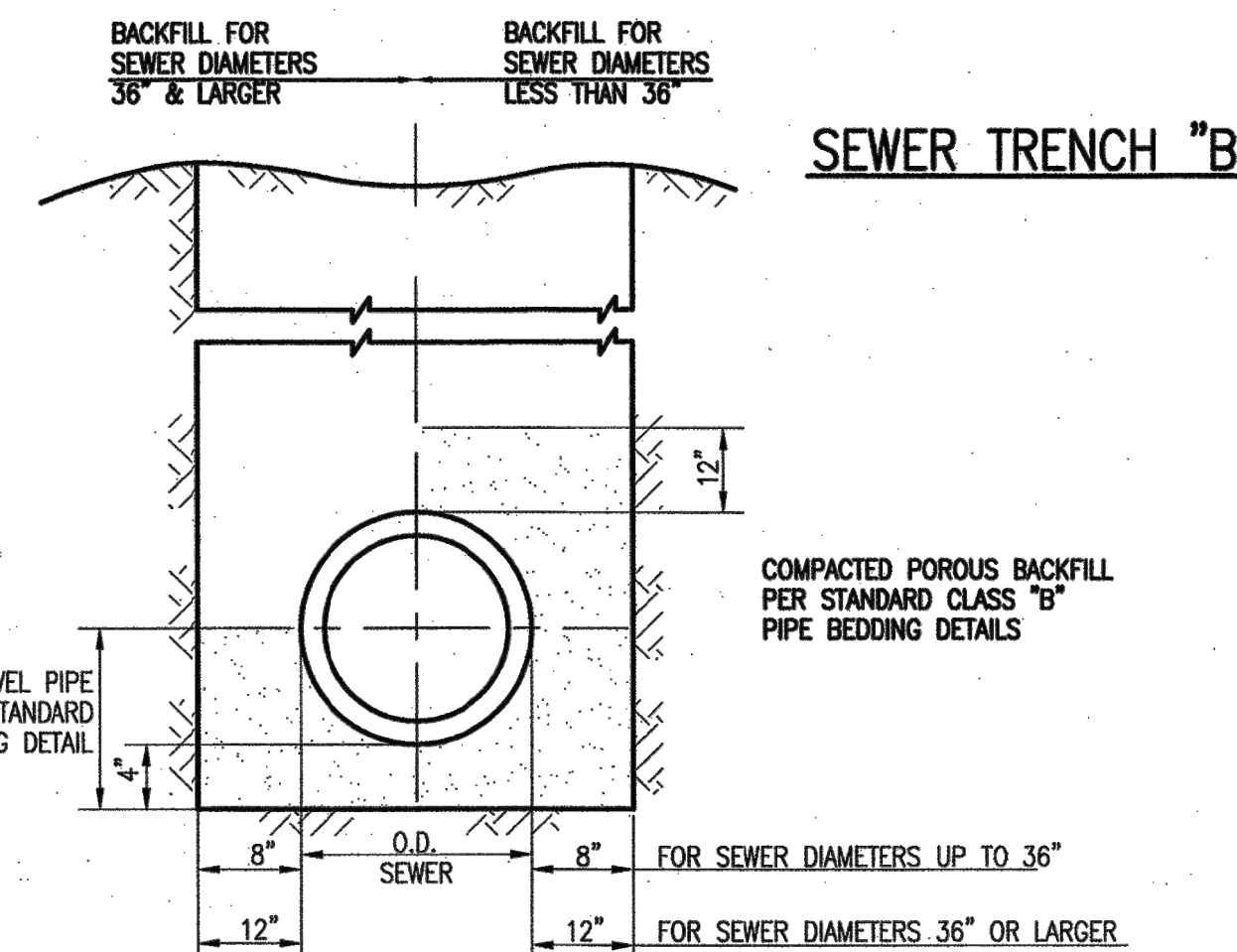
GENERAL NOTES FOR
STORM SEWER MANHOLES

- 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 "T") 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"

1. 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
2. GRANULAR MATERIAL SHALL BE PLACED BY THE "CONTROLLED DENSITY METHOD" OR OTHER MEANS HAVING APPROVAL OF THE ENGINEER AND IS TO BE COMPACTED TO 95% OF MAXIMUM UNIT WEIGHT



SEWER TRENCH "B"

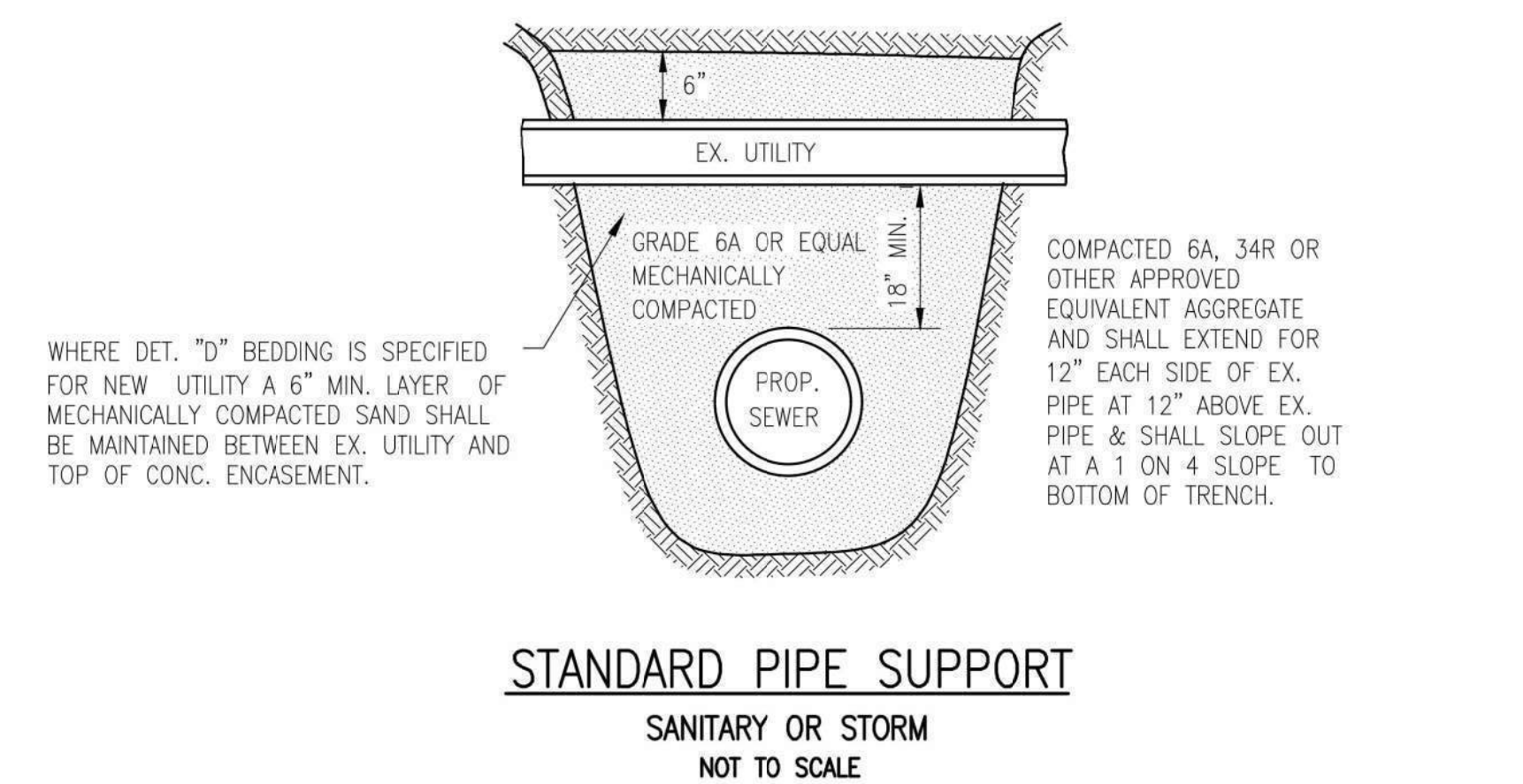
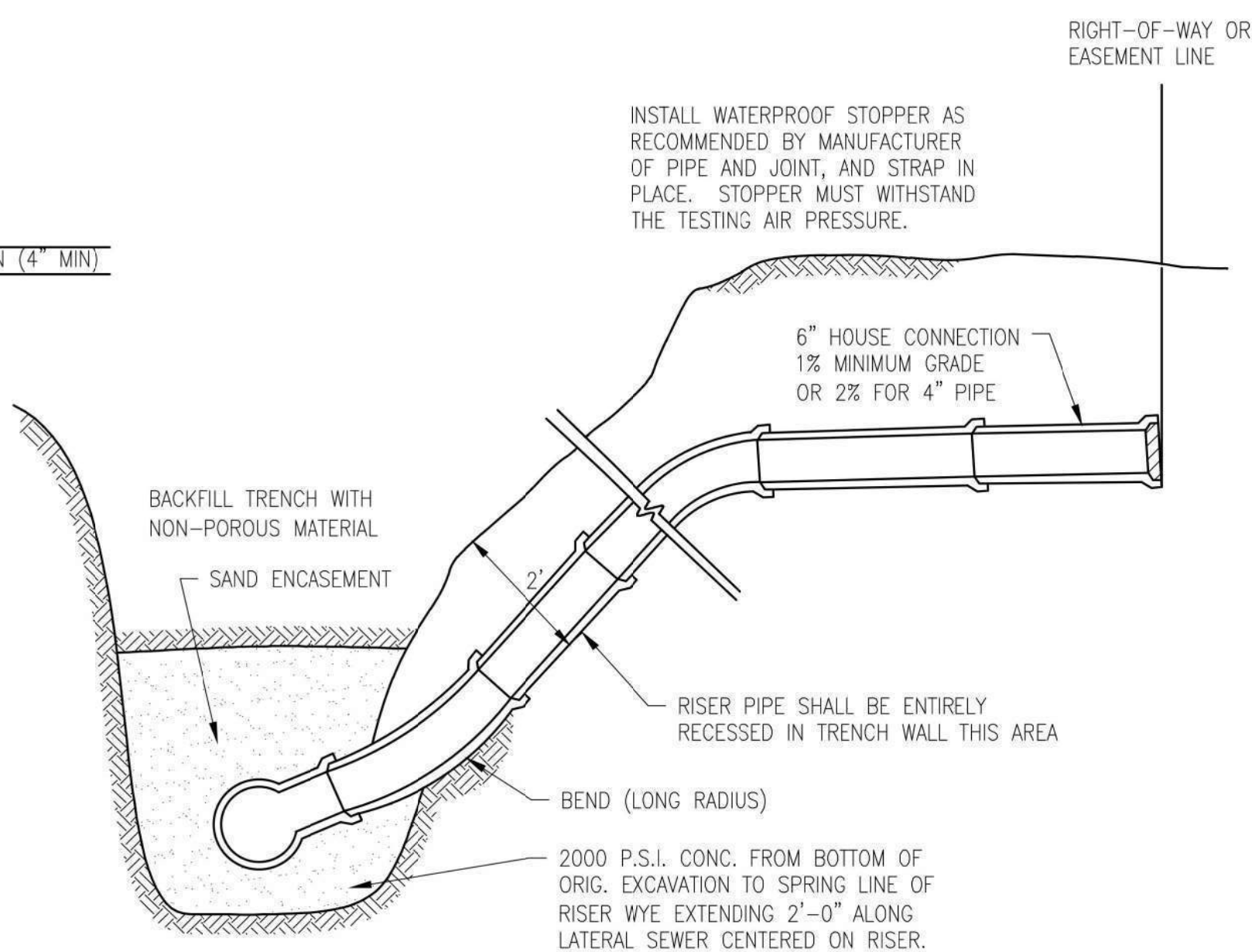
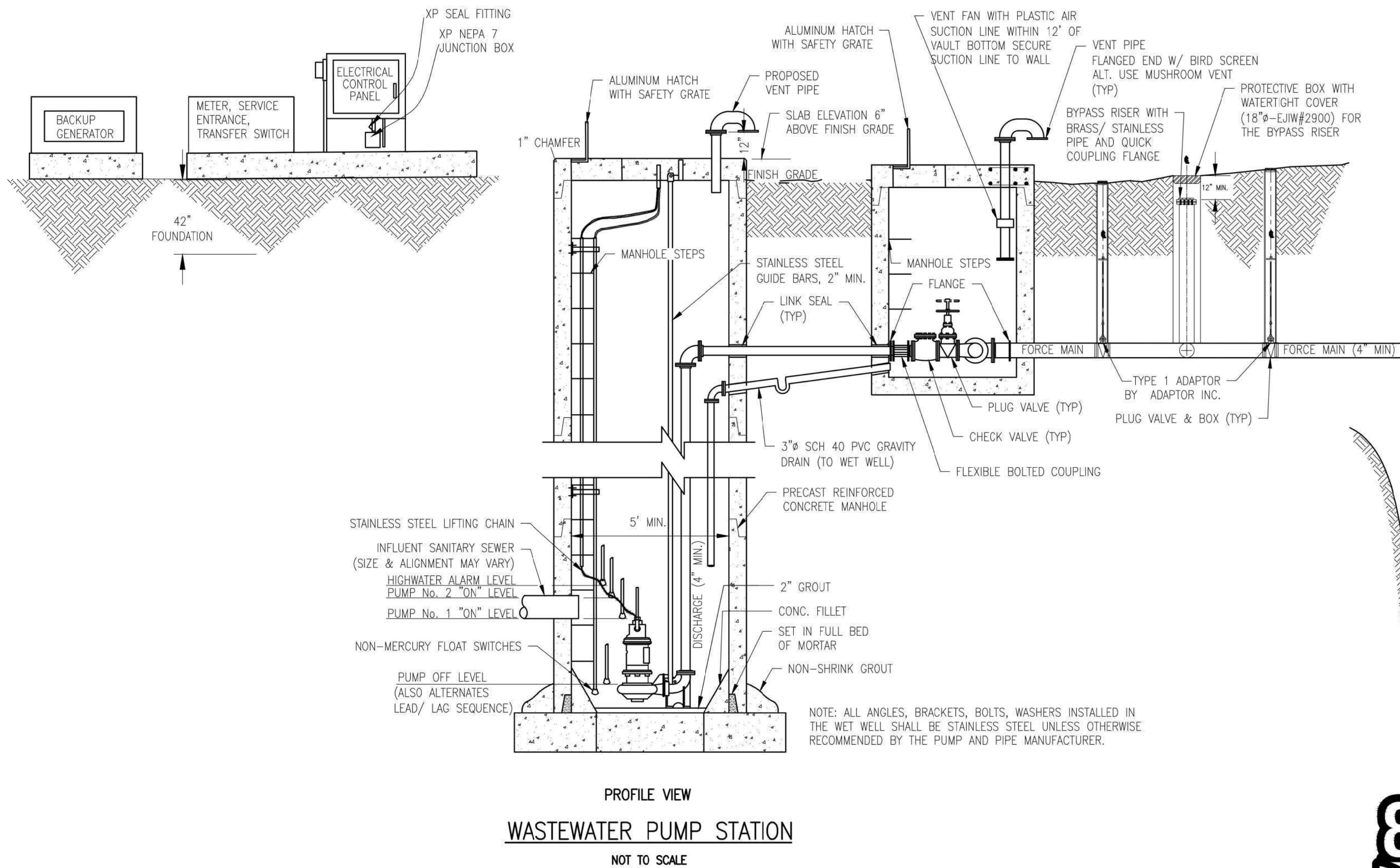
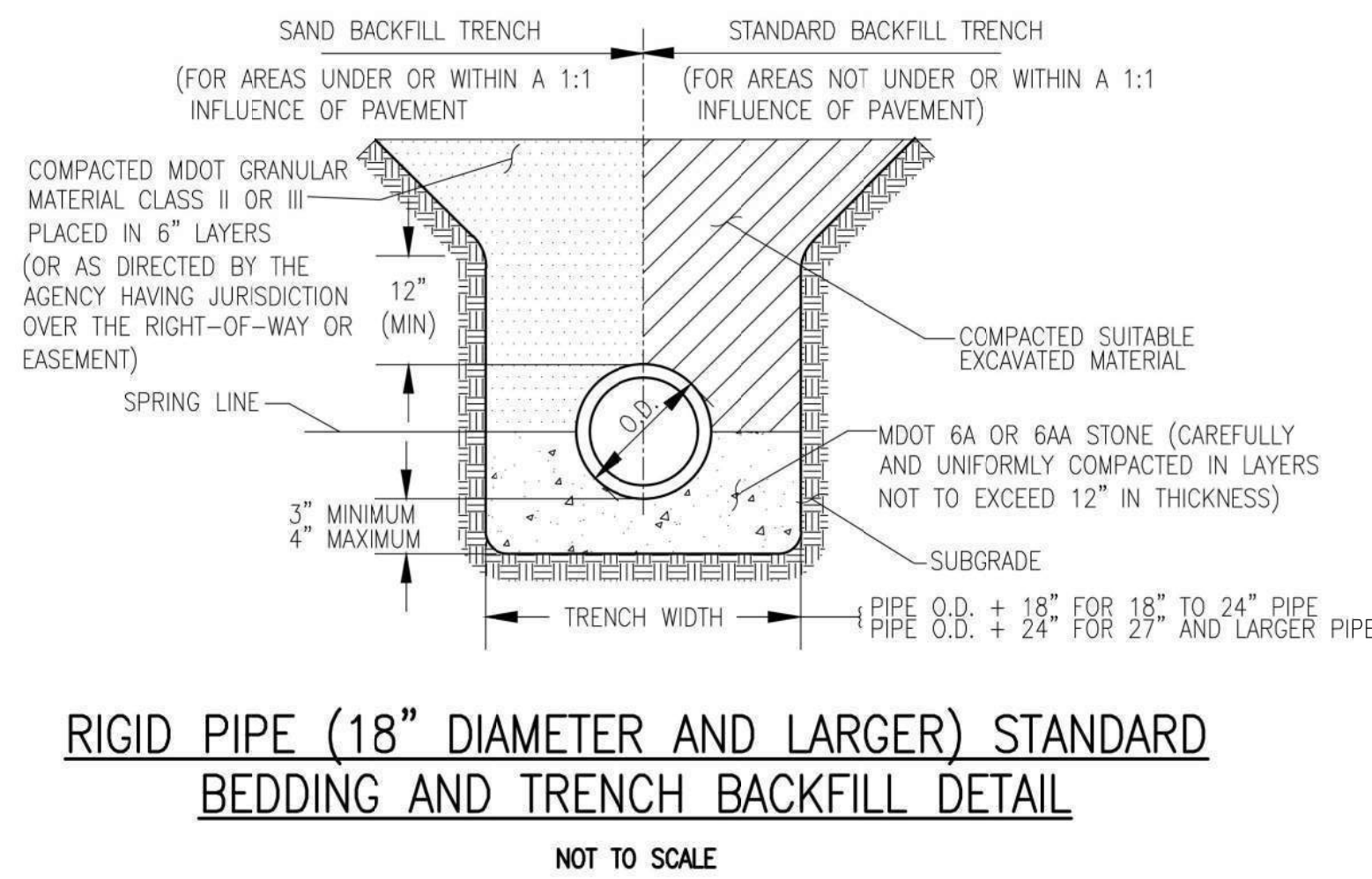
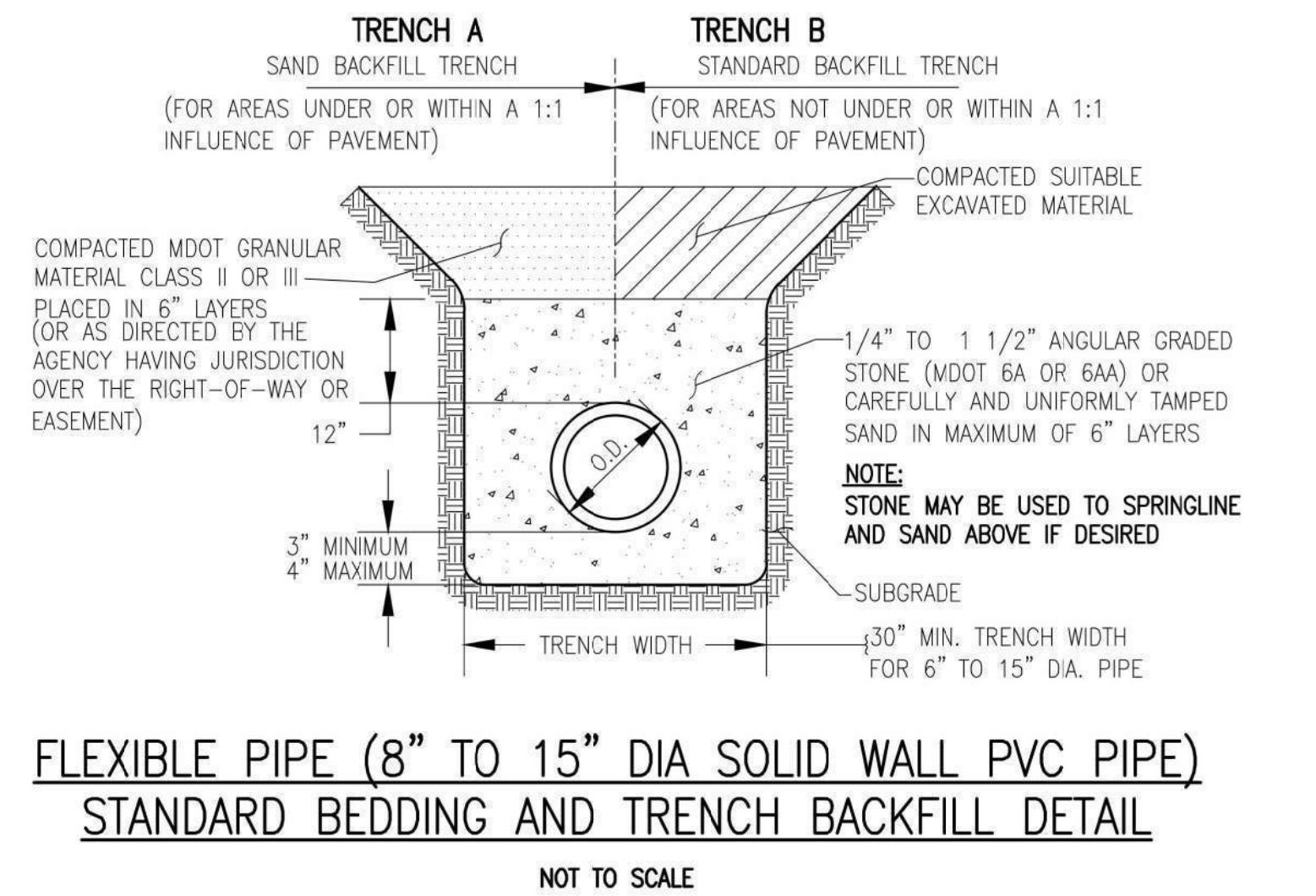
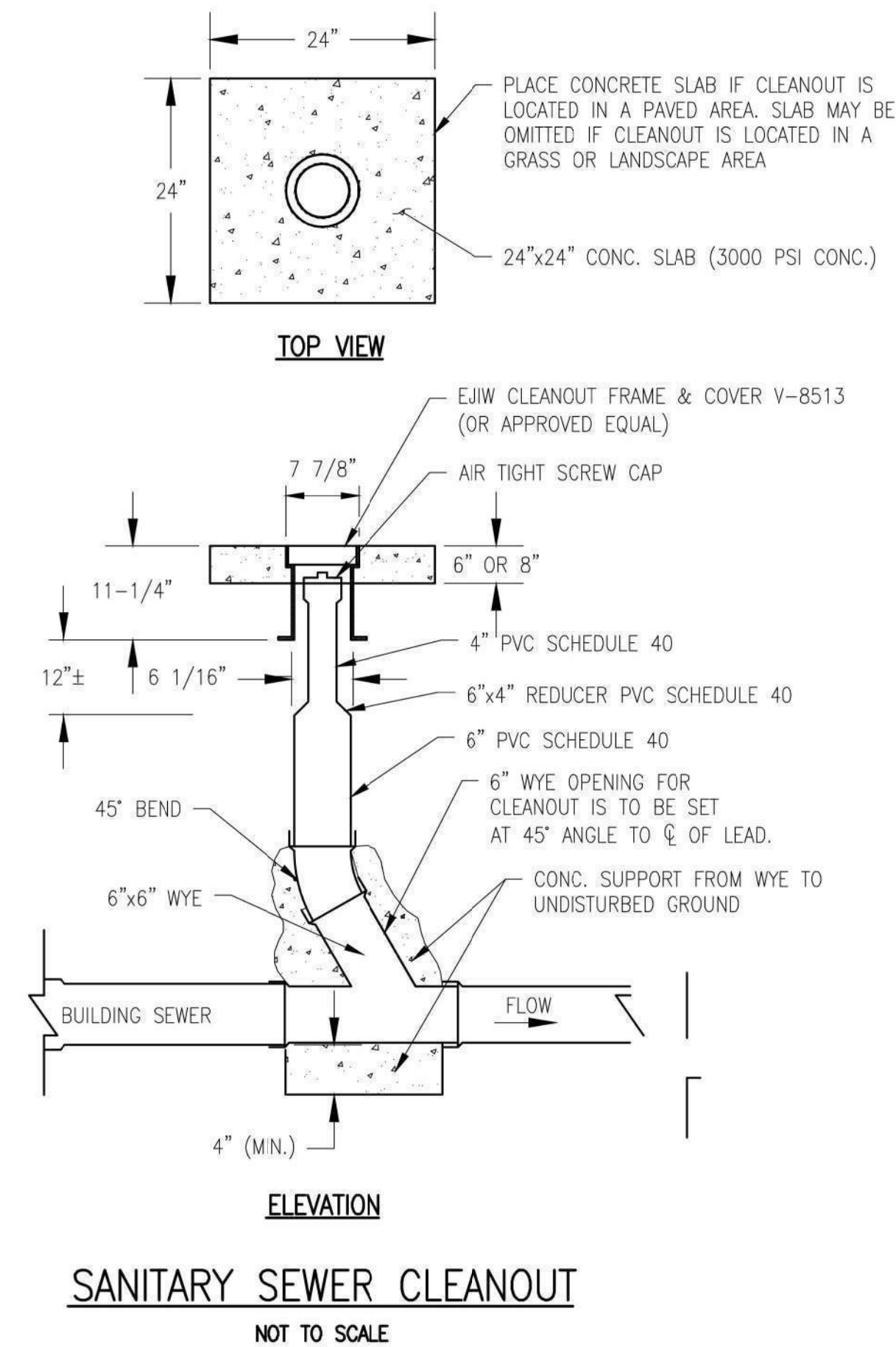
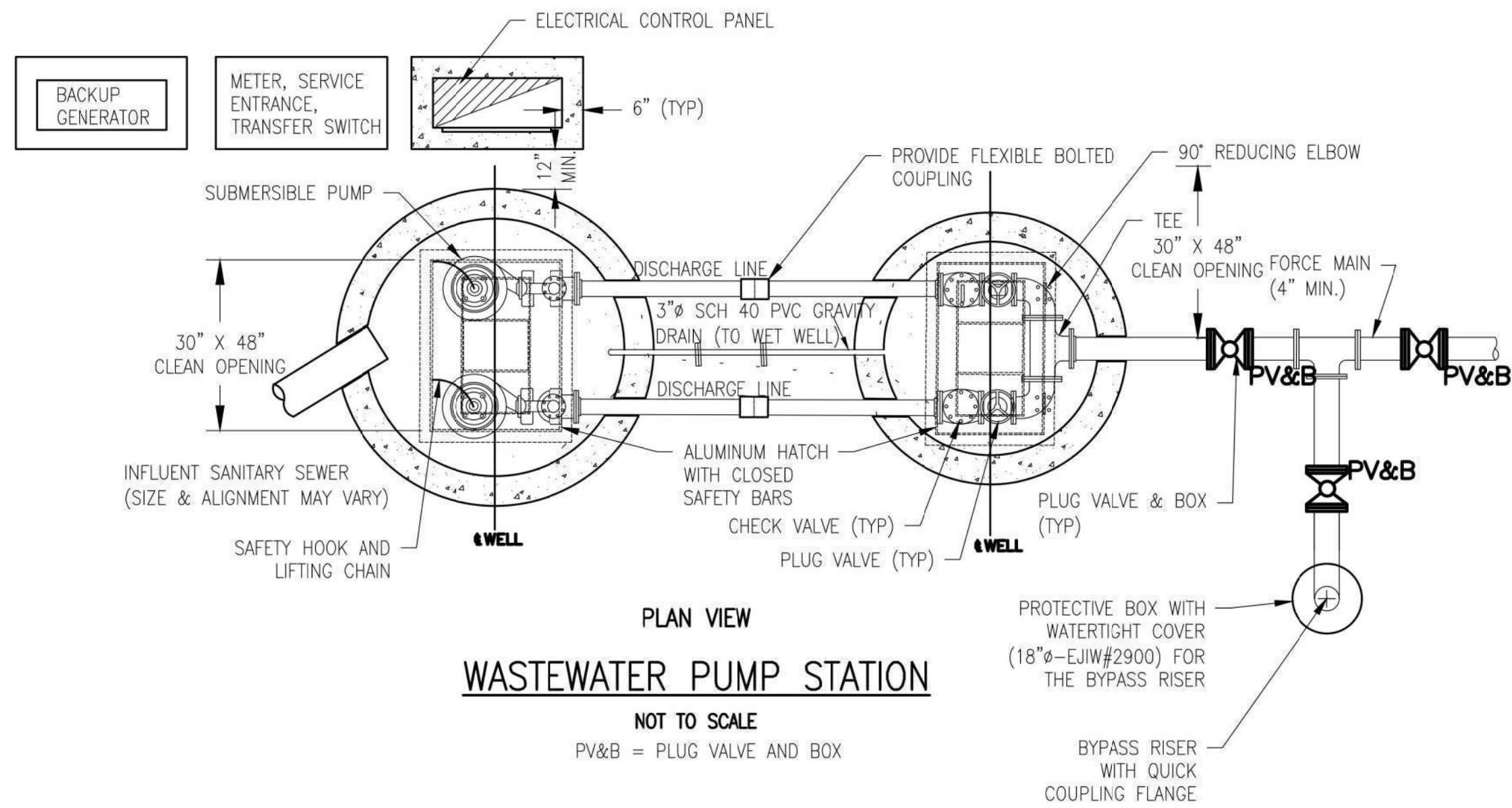


Know what's below.
Call before you dig.

City of Ypsilanti

Storm Sewer Standard Details

ST-2



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



Know what's below.
Call before you dig.

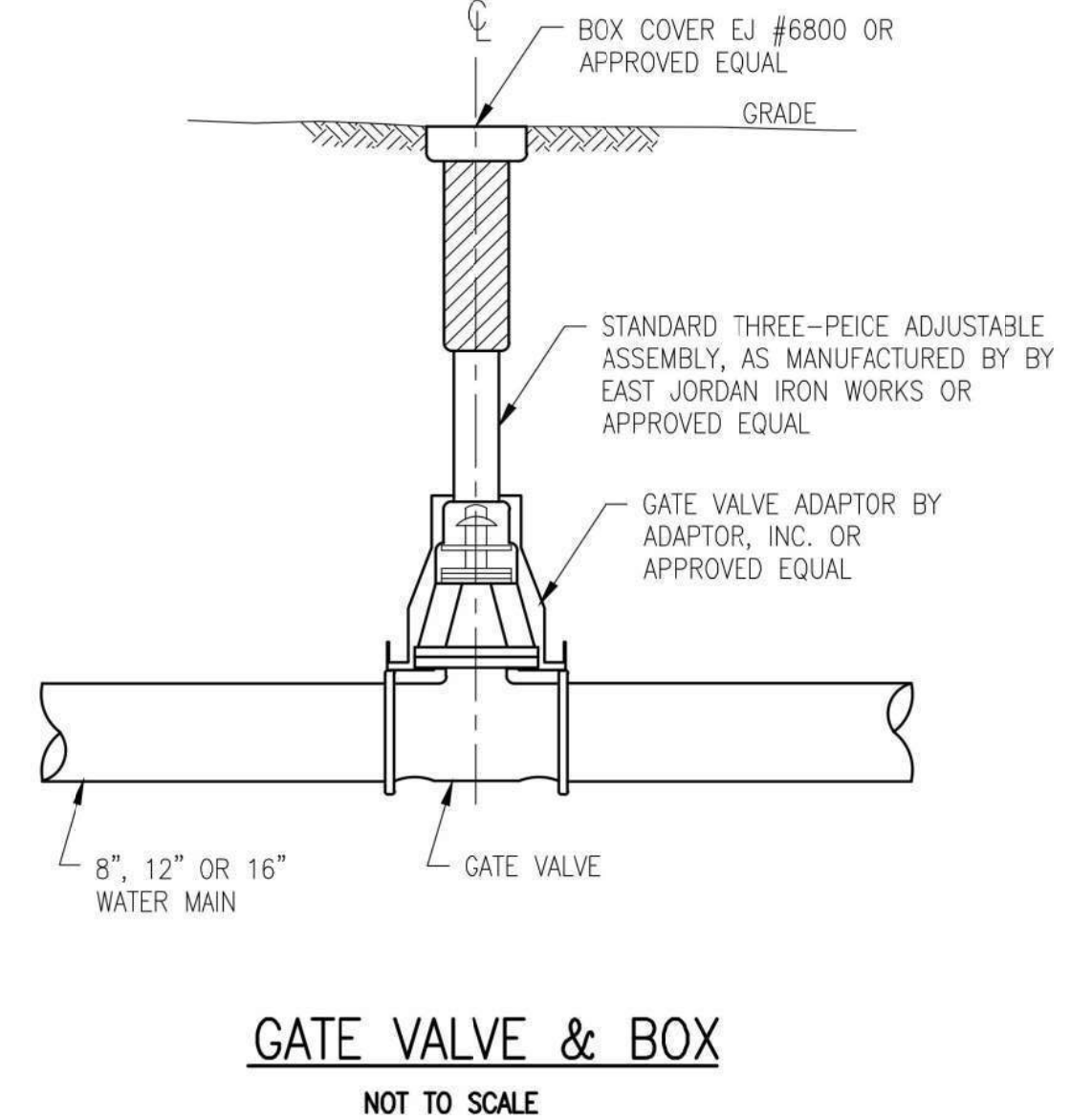
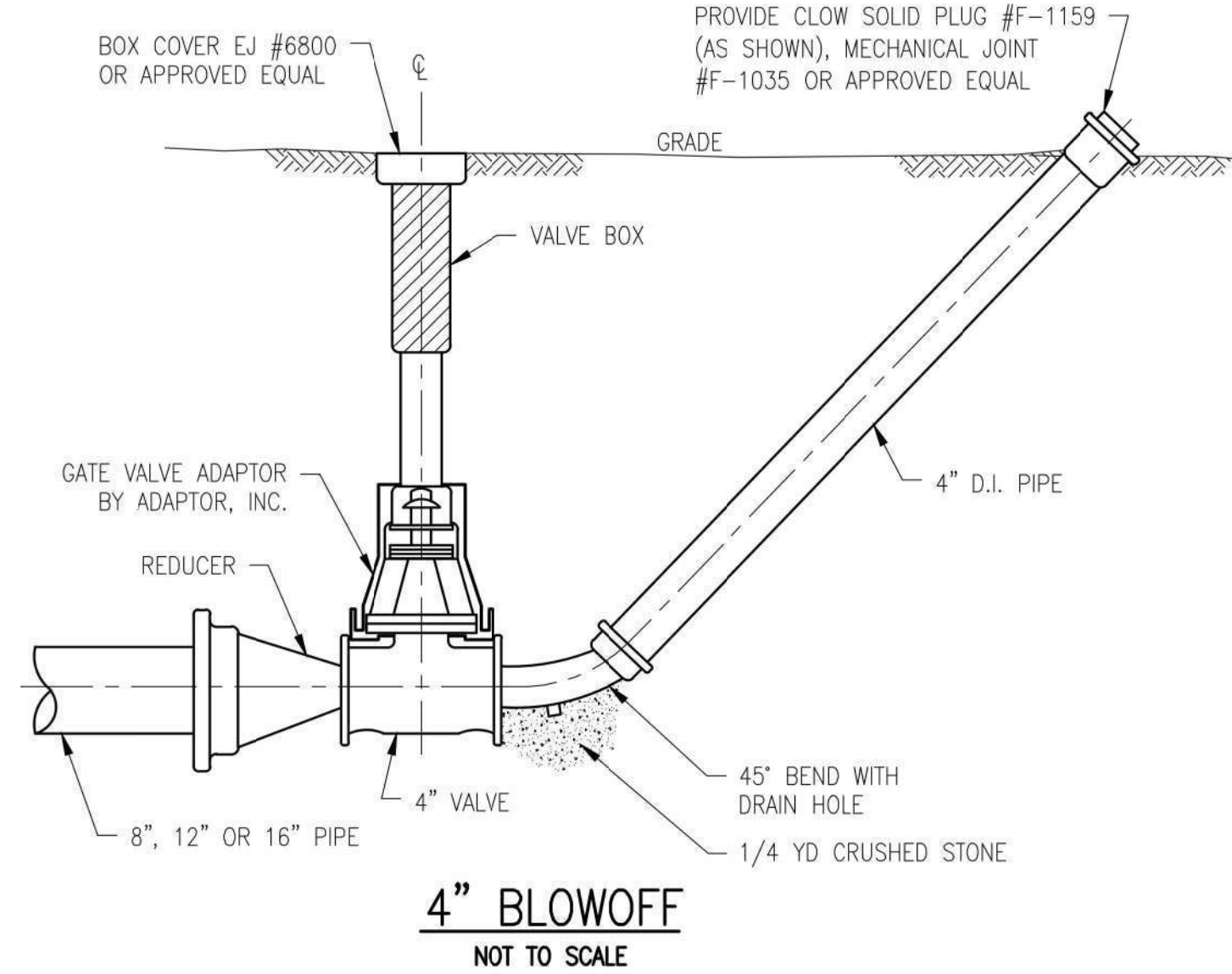
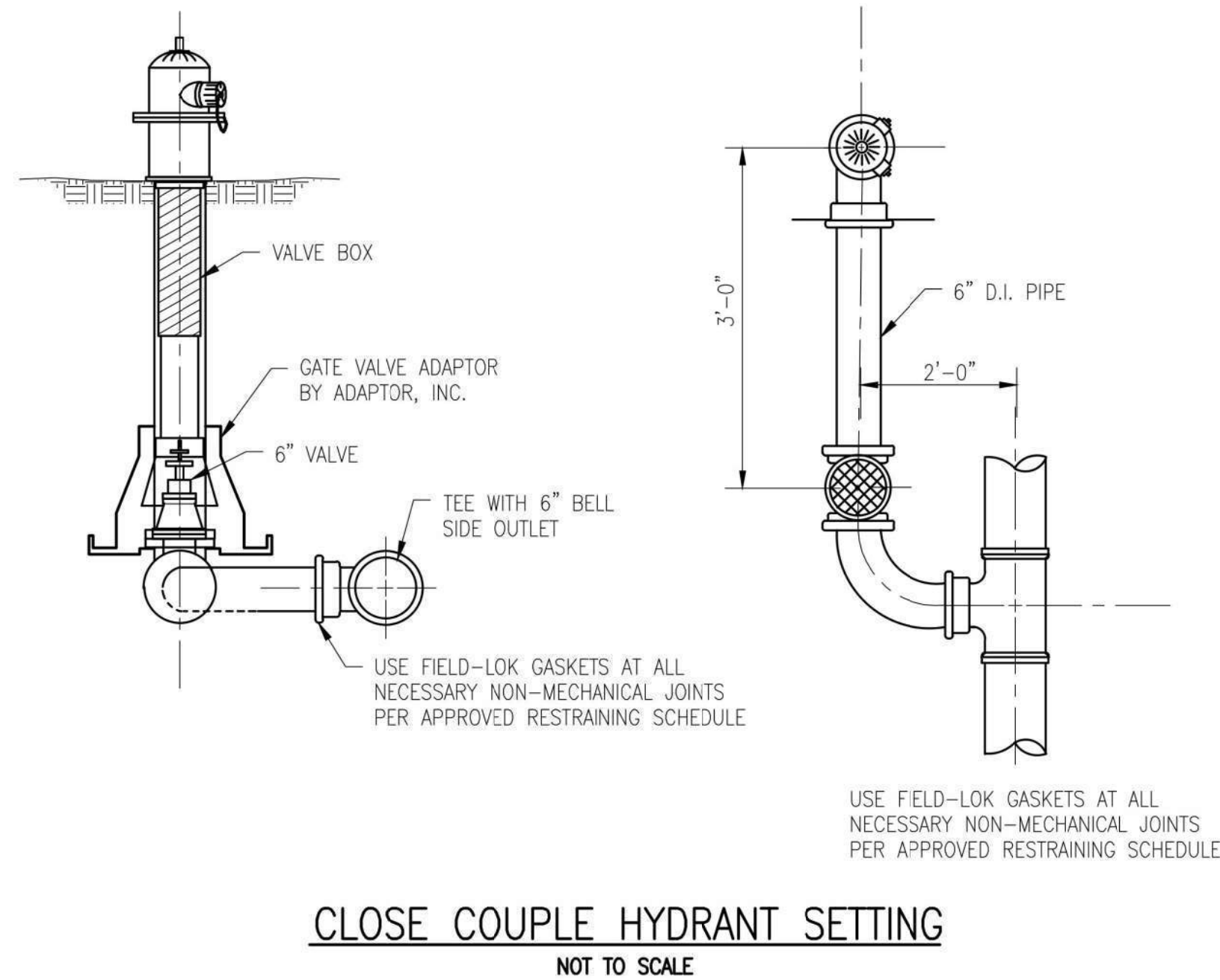
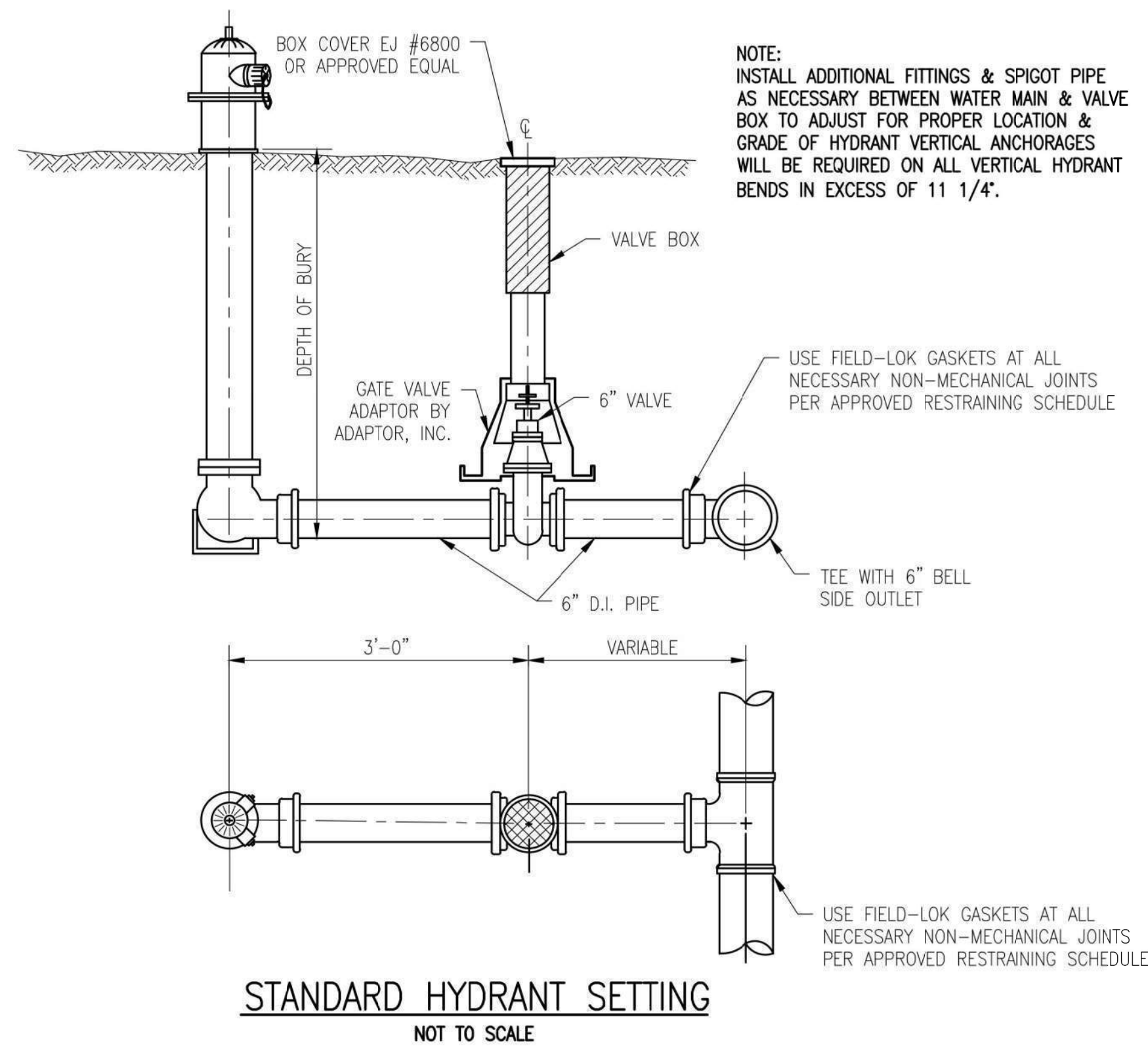
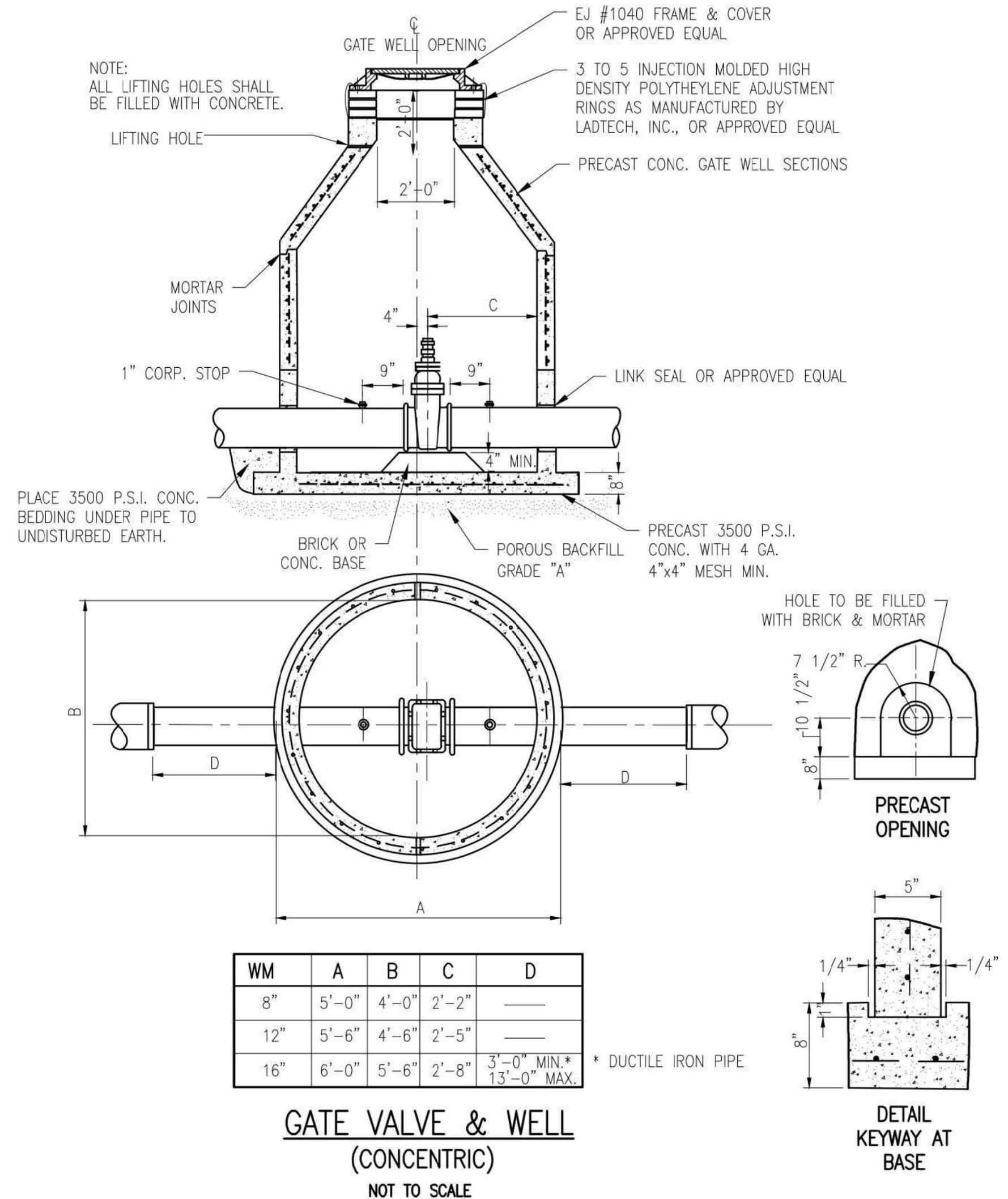
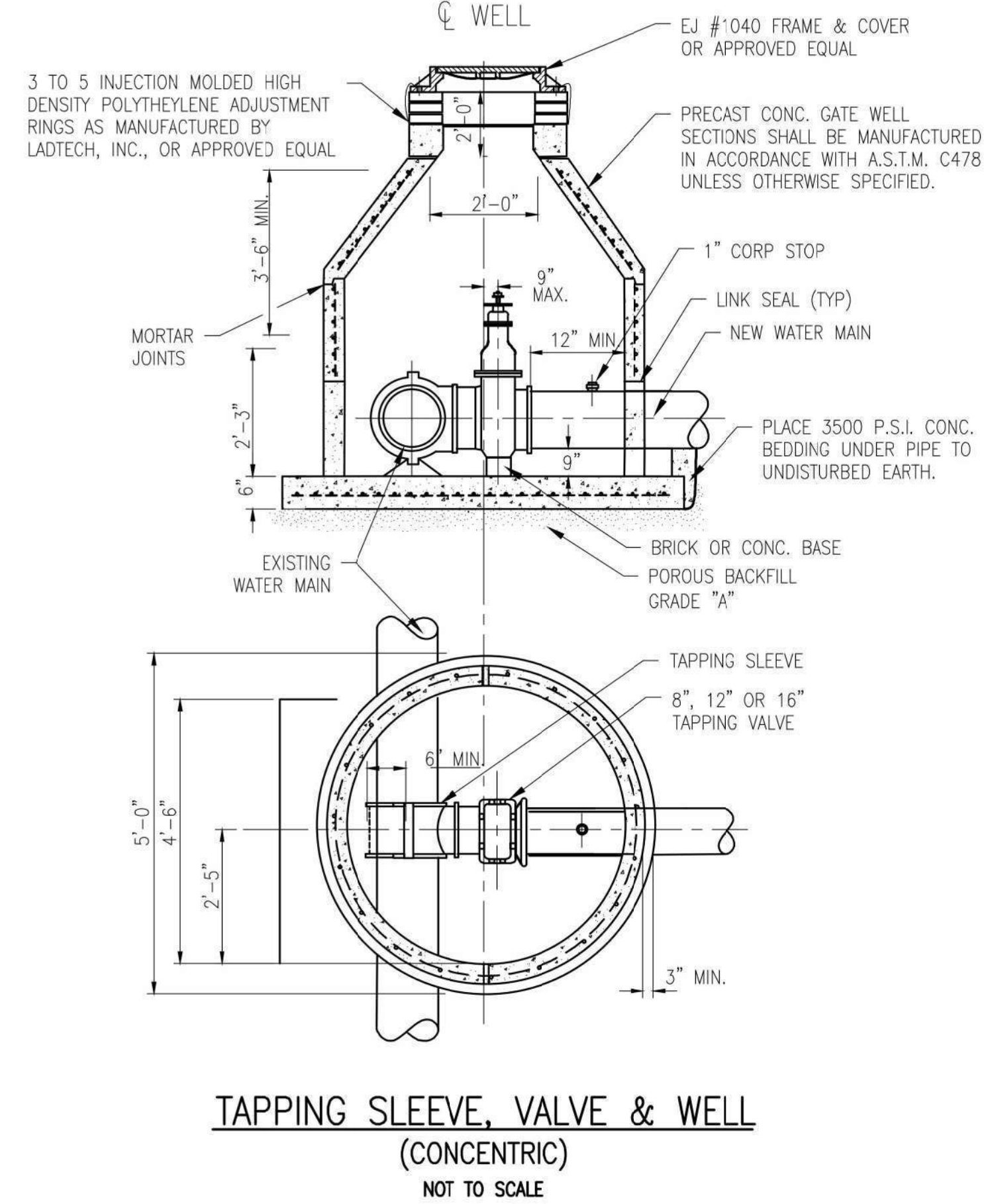
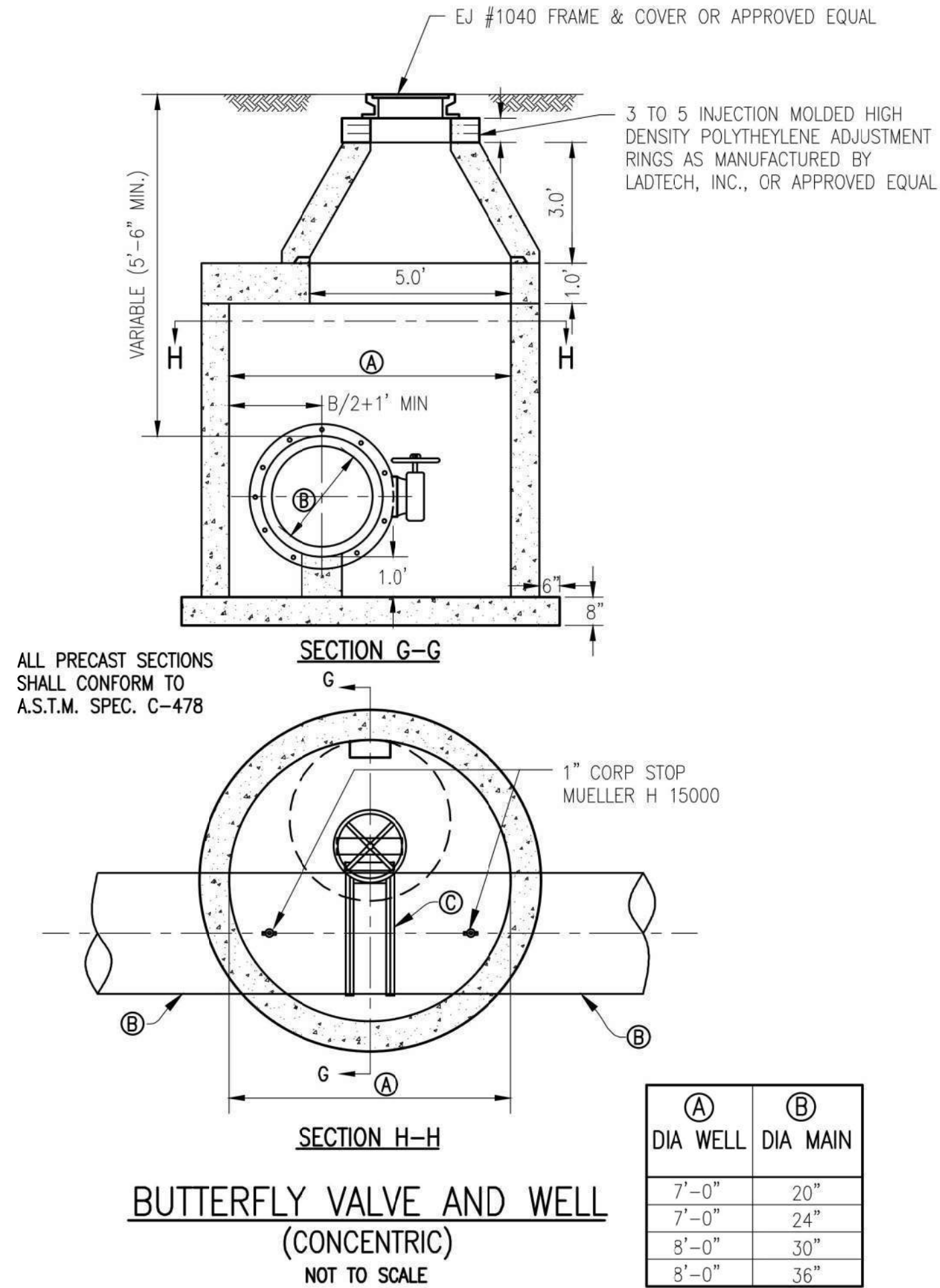
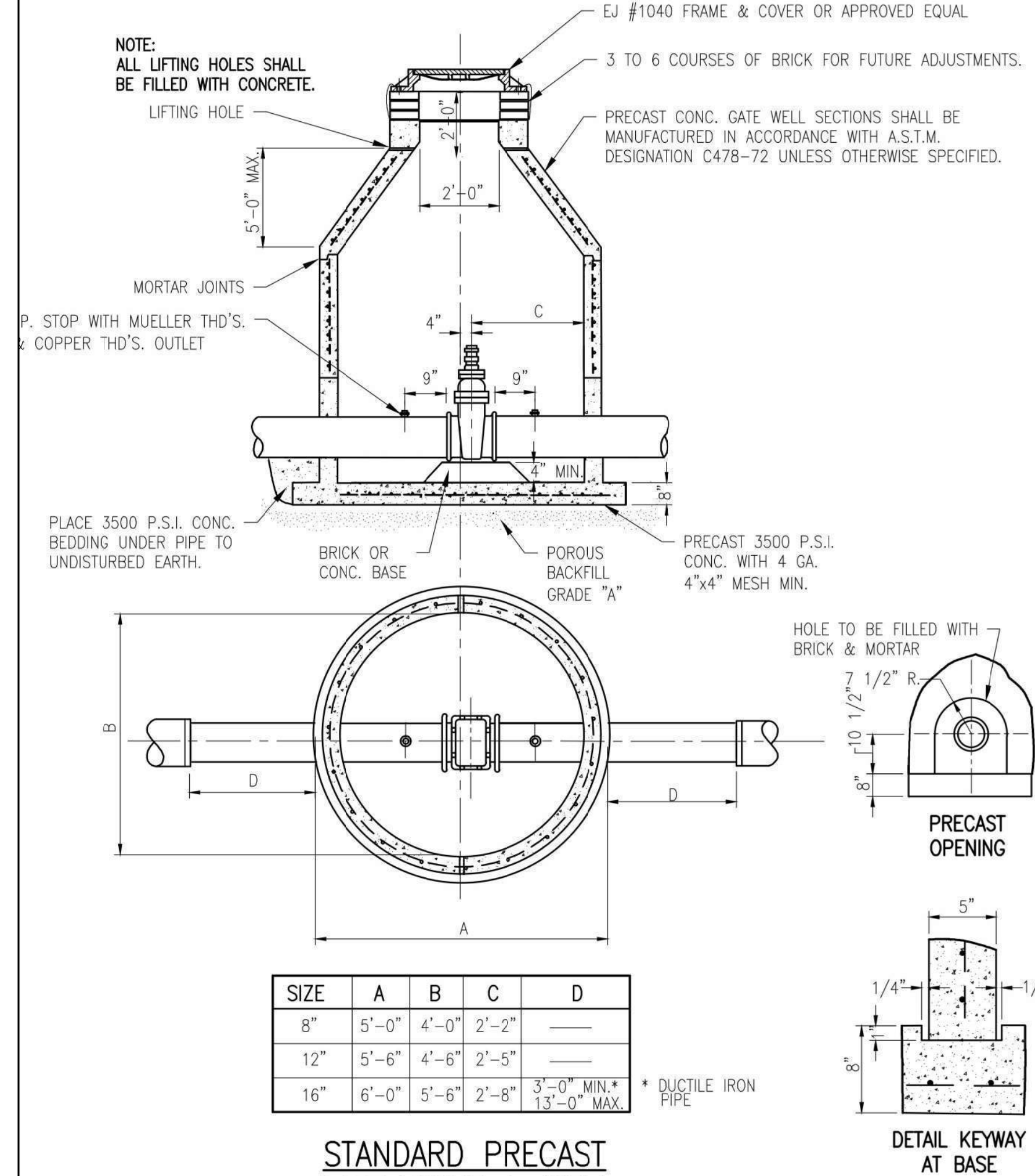


REVISIONS	
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STANDARD SANITARY SEWER DETAILS

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
10/25/19	NO SCALE	ST-4

H:\BIDDING\33072\eng\074\dwg\ypsa.dwg, 02/20/2017 7:41:11 AM, 11



Know what's below.
Call before you dig.

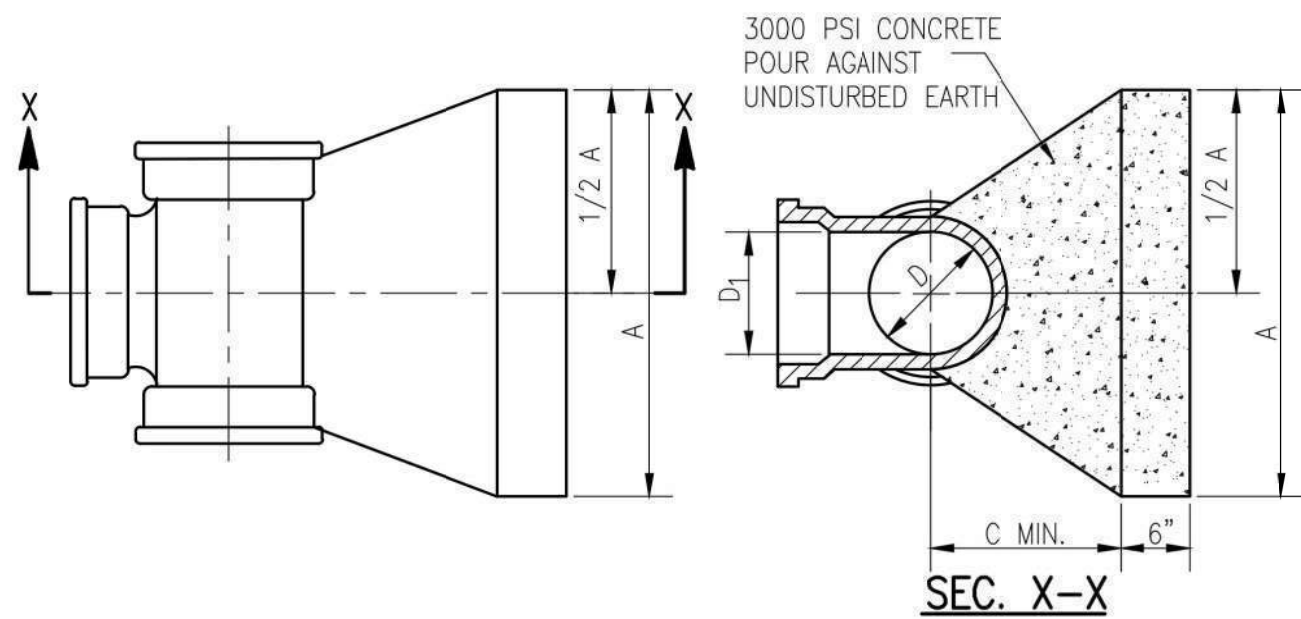


REVISIONS	
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STANDARD WATER MAIN DETAILS

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

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



THRUST BLOCK AT TAPPING SLEEVE TEE
NOT TO SCALE

COMPACTED SAND SHALL EXTEND FOR 9" EACH SIDE OF EXISTING PIPE, AT 6" ABOVE EXISTING PIPE & SHALL SLOPE OUT AT A 1:1 (45°) SLOPE TO THE BOTTOM OF THE TRENCH

EX OR PROP WATER MAIN

EXISTING OR PROPOSED UTILITY

STANDARD 45° BEND (TYP.)

9"

18" MIN.

APPROVED SUBGRADE

NOTE: ALL JOINTS TO BE PUSH-ON JOINTS RESTRAINED WITH FIELD-LOK GASKET OR APPROVED EQUAL

NOTE: FOR BEDDING OF WATER MAIN SEE STANDARD PIPE SUPPORT DETAIL

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.*
- TRENCH WIDTH
- 30" LESS THAN 16" I.D.
O.D. + 12" 16"-36" I.D.
- COMPACTED SUITABLE EXCAVATED MATERIAL
- MDOT GRANULAR MATERIAL CLASS II, COMPACTED TO 95% MAX. DENSITY
- SUBGRADE*

NOT TO SCALE

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

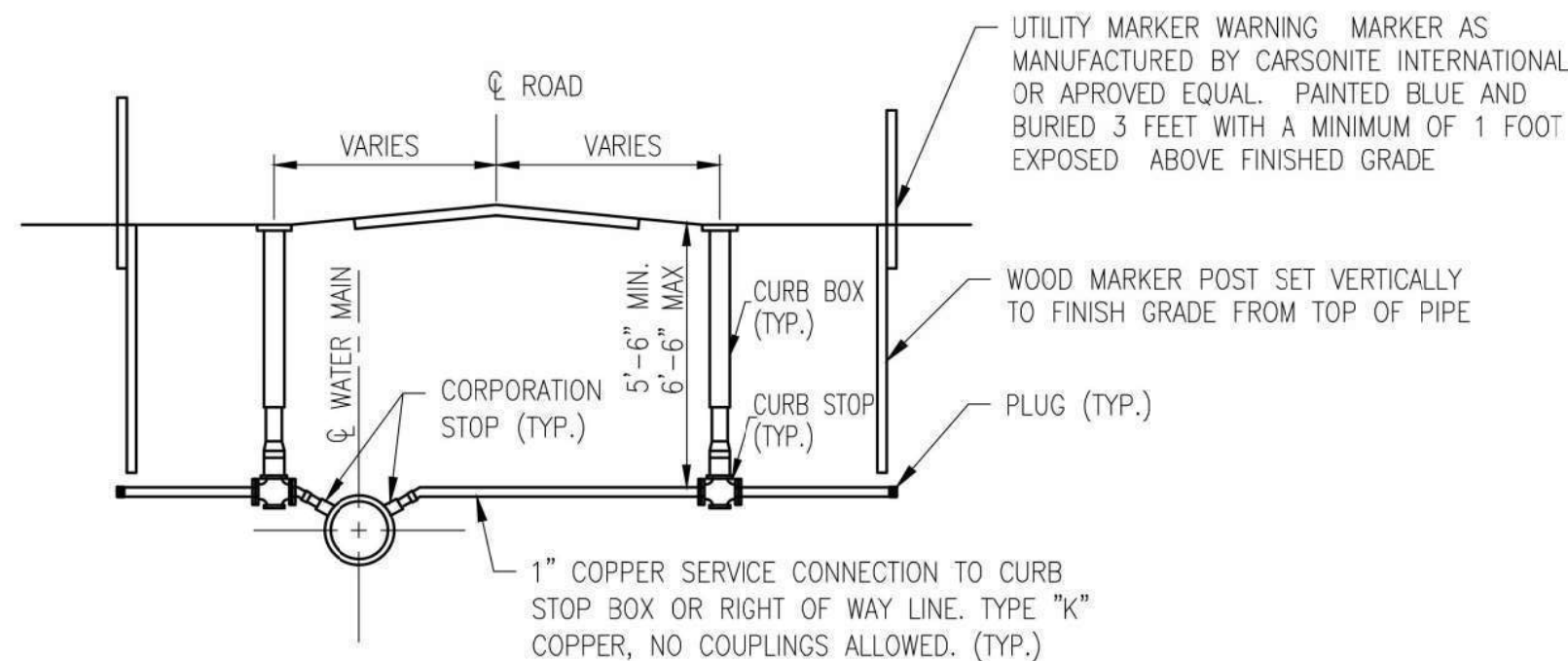


Diagram illustrating the connection of a vault to a water main, showing various components and safety features:

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

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

NOT TO SCALE

- 

[illegible]

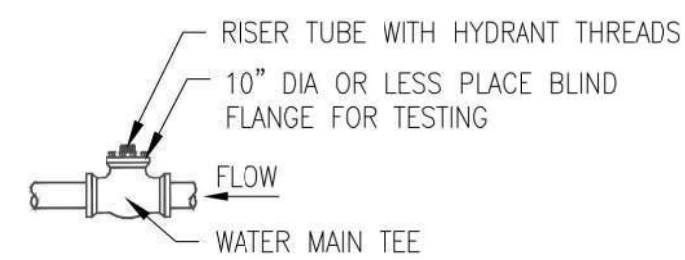
Diagram illustrating the minimum clearance requirements for a water main crossing over other utility pipes.

The diagram shows two views of the crossing:

- Top View:** Shows the water main crossing over other utility pipes. The crossing is labeled "WATER MAIN" and "OTHER UTILITY PIPE (INCLUDING WATER MAIN)". The angle of crossing is specified as "NOT LESS THAN 45°".
- Bottom View:** Shows the water main crossing over other utility pipes. The crossing is labeled "WATER MAIN OVER UTILITY PIPE" and "OTHER UTILITY PIPE (INCLUDING WATER MAIN)". The minimum clearance is specified as "MINIMUM 18\"". The full uncut length of the pipe is labeled as "FULL UNCUT LENGTH OF PIPE (L)". The length is divided into two equal segments, each labeled as $L/2$.

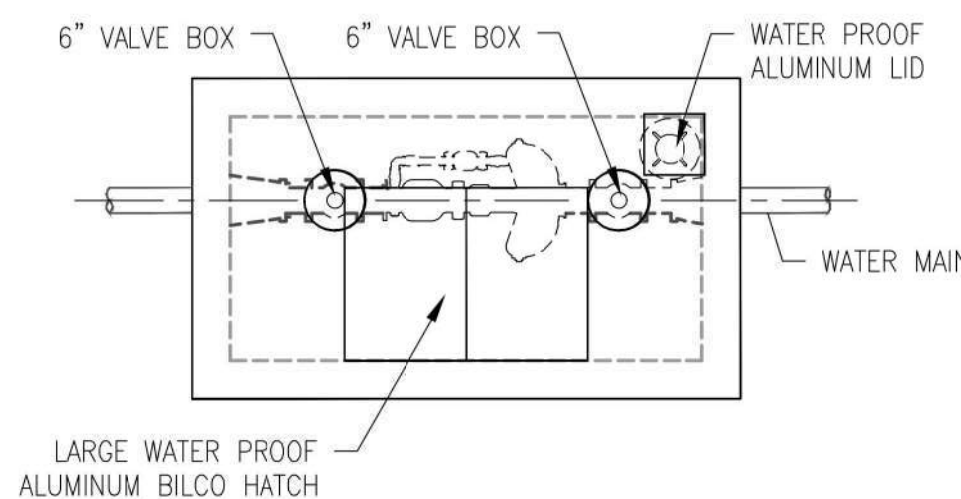
NOTE: PROTECTION REQUIREMENTS APPLY.

WATER MAIN CROSSING OTHER UTILITIES
NOT TO SCALE

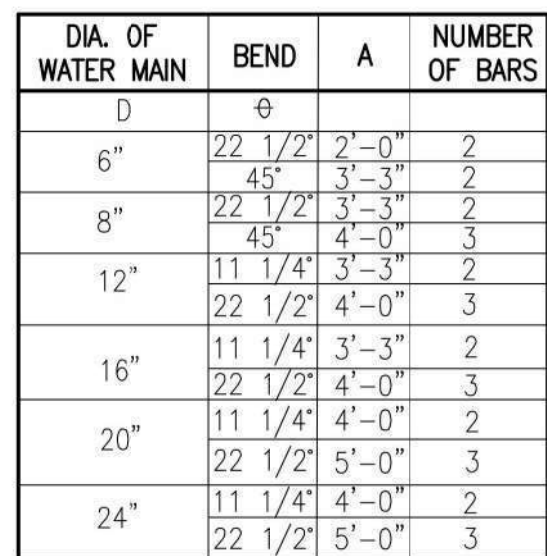


TEST PORT

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



MASTER METER VAULT
CONFIGURATION WITH COVER
NOT TO SCALE



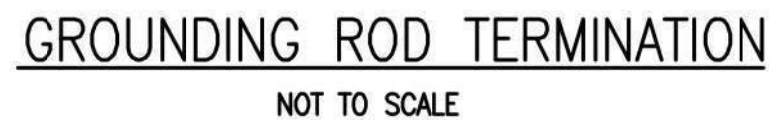
THE FOLLOWING TABLE IS A JOINT RESTRAINT SCHEDULE (DIPRA) FOR GROUND-BURIED DUCTILE IRON OR PVC PIPE. LENGTHS OF PIPE RESTRAINT ARE GIVEN IN FEET.

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 TIE RODS ARE USED, USE FOUR RODS MINIMUM AND ADD 1/8 INCH TO BAR DIAMETER AS CORROSION ALLOWANCE. SIZE REDUCTION IS BASED UPON THE PIPE DIAMETER SHOWN IN THIS TABLE.
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

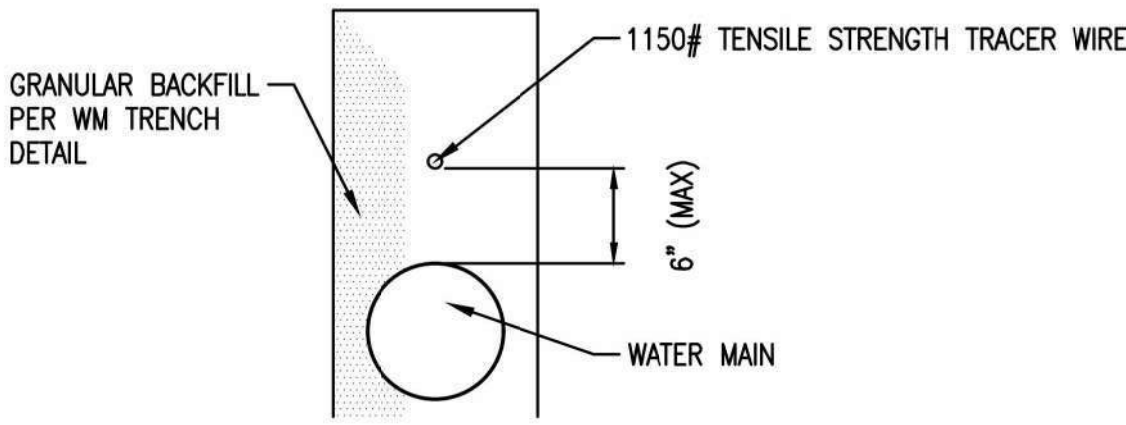
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STANDARD WATER MAIN DETAILS

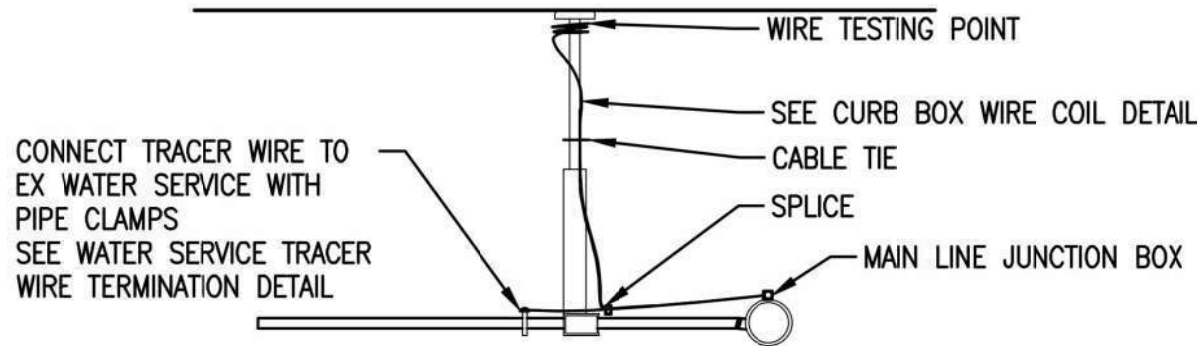
**YPSILANTI COMMUNITY
UTILITIES AUTHORITY**
2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
YCUA
ENVIRONMENTAL LEADERS
(734) 484-4600
FAX: (734) 544-7221
WWW.YCUA.ORG

DATE 09/25/19	SCALE NO SCALE	SHEET ST-7
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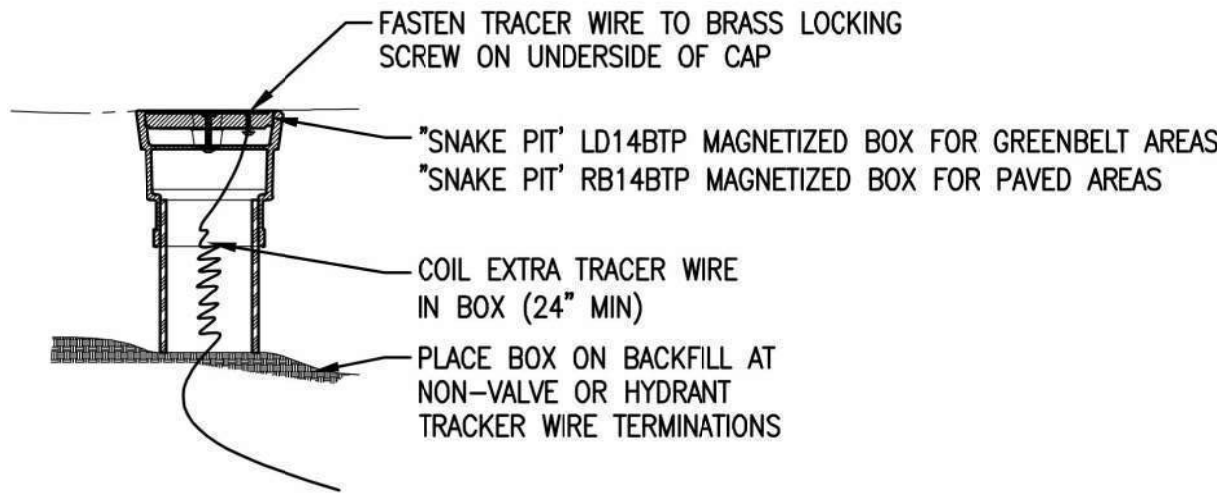
TRACER WIRE SHALL BE INCLUDED WITH ALL PVC WATER MAIN INSTALLATIONS



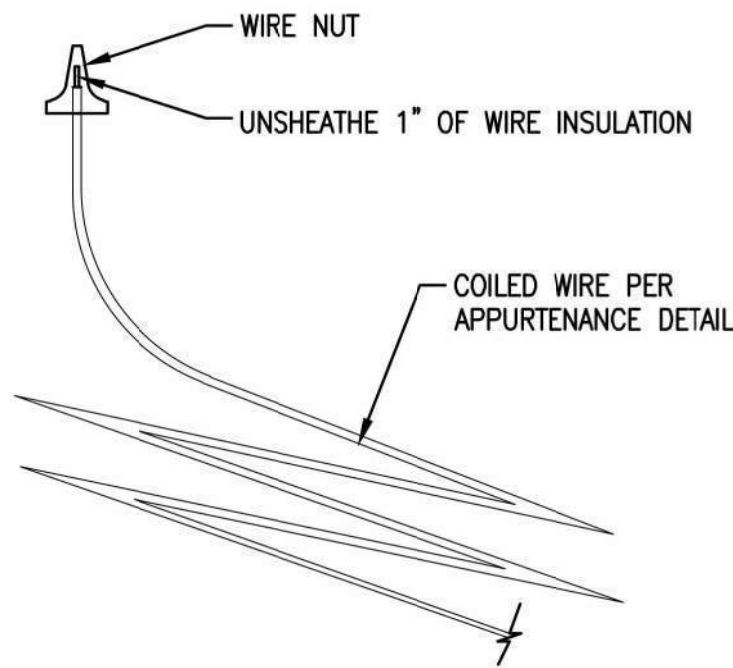
OPEN CUT MAIN LINE TRENCH
N.T.S.



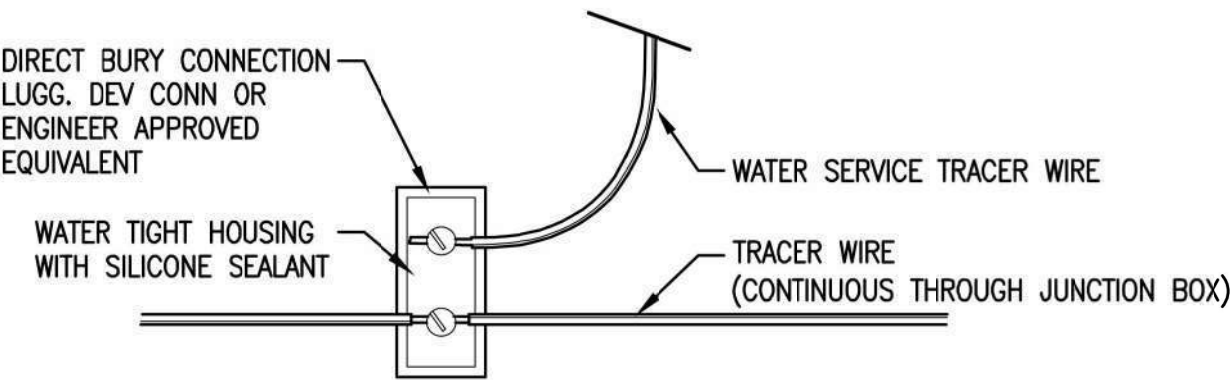
CURB STOP CONNECTION
N.T.S.



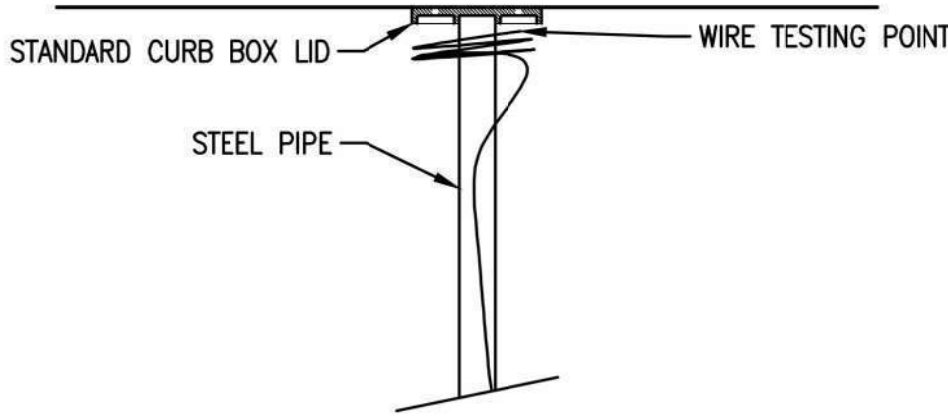
TRACER WIRE TEST POINT
N.T.S.



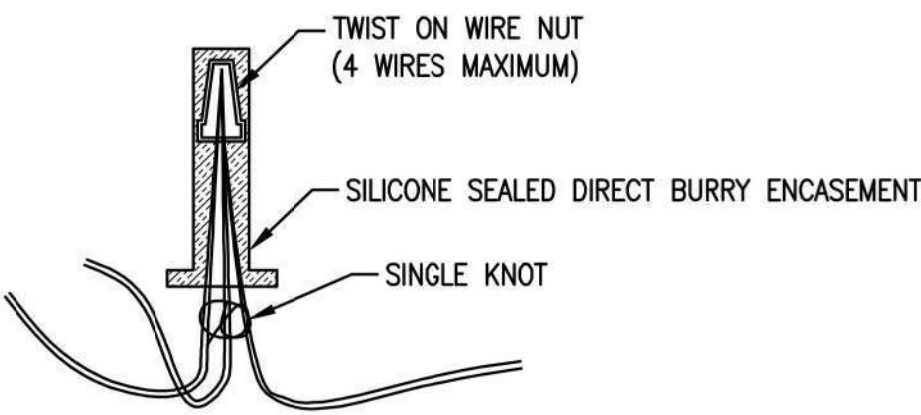
WIRE TESTING POINT
N.T.S.



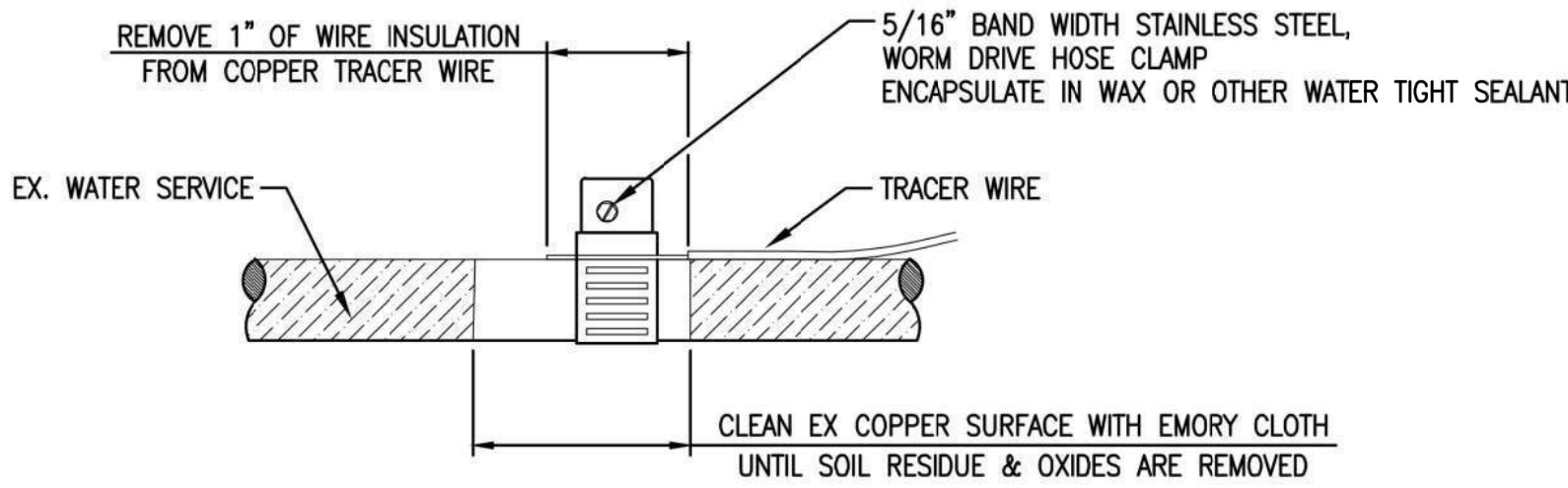
MAIN LINE JUNCTION BOX
N.T.S.



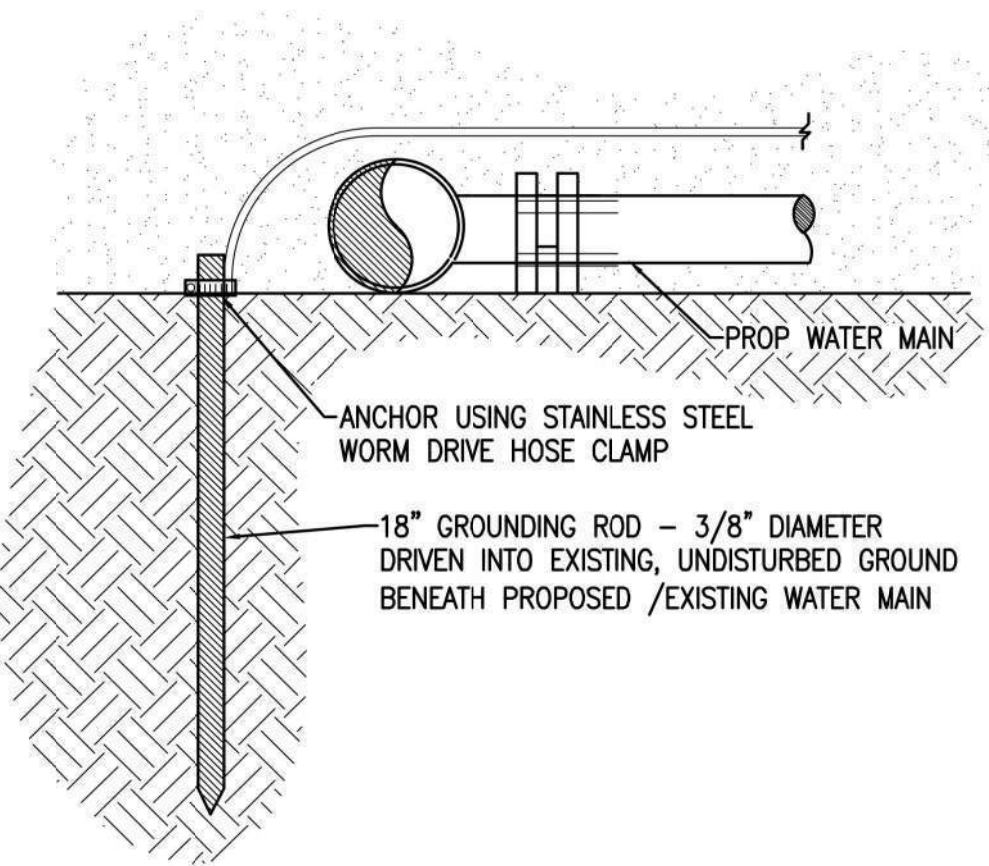
CURB BOX WIRE COIL
N.T.S.



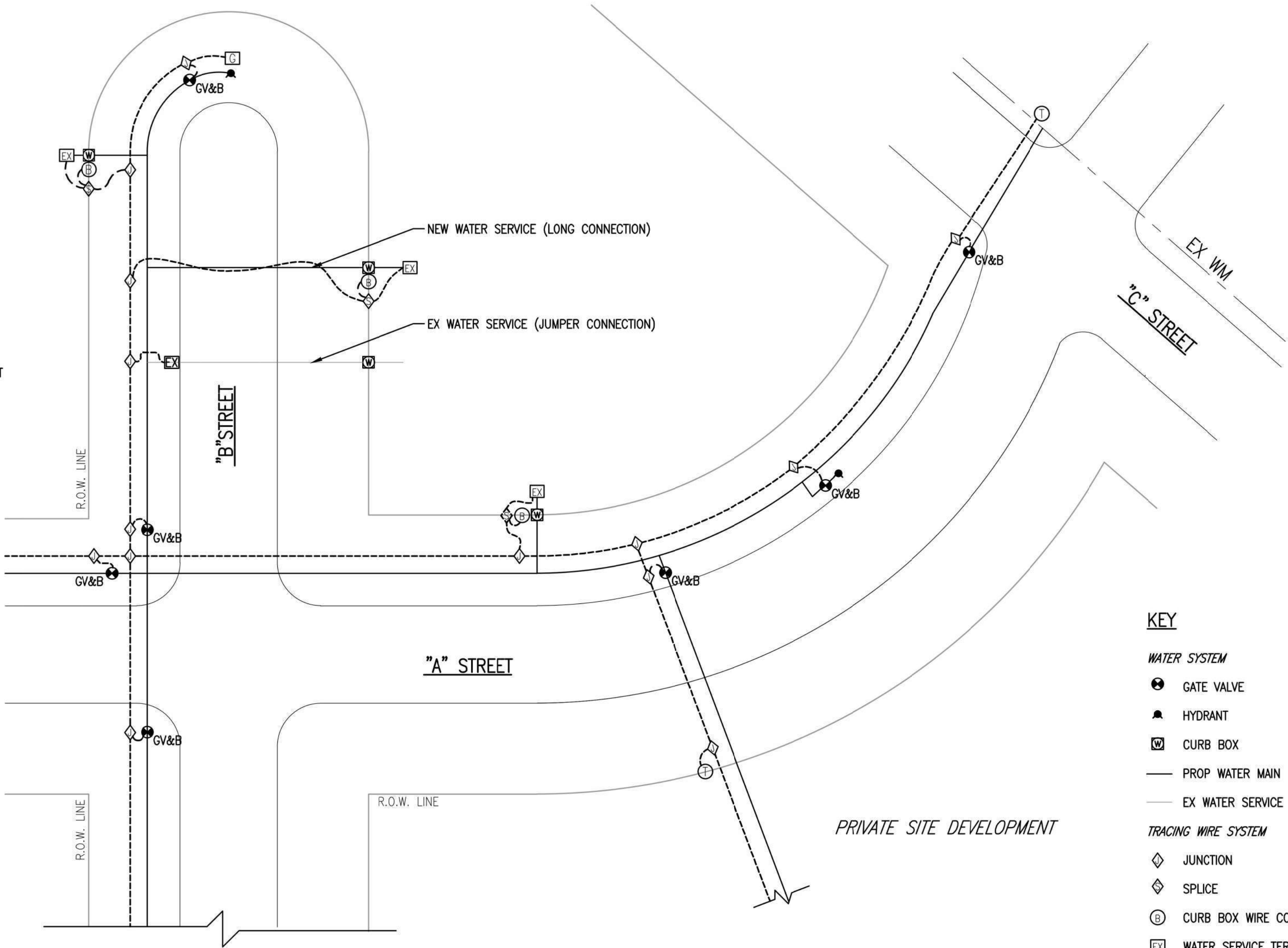
SPLICE CONNECTOR
N.T.S.



WATER SERVICE TERMINATION
N.T.S.



GROUNDING ROD TERMINATION
N.T.S.



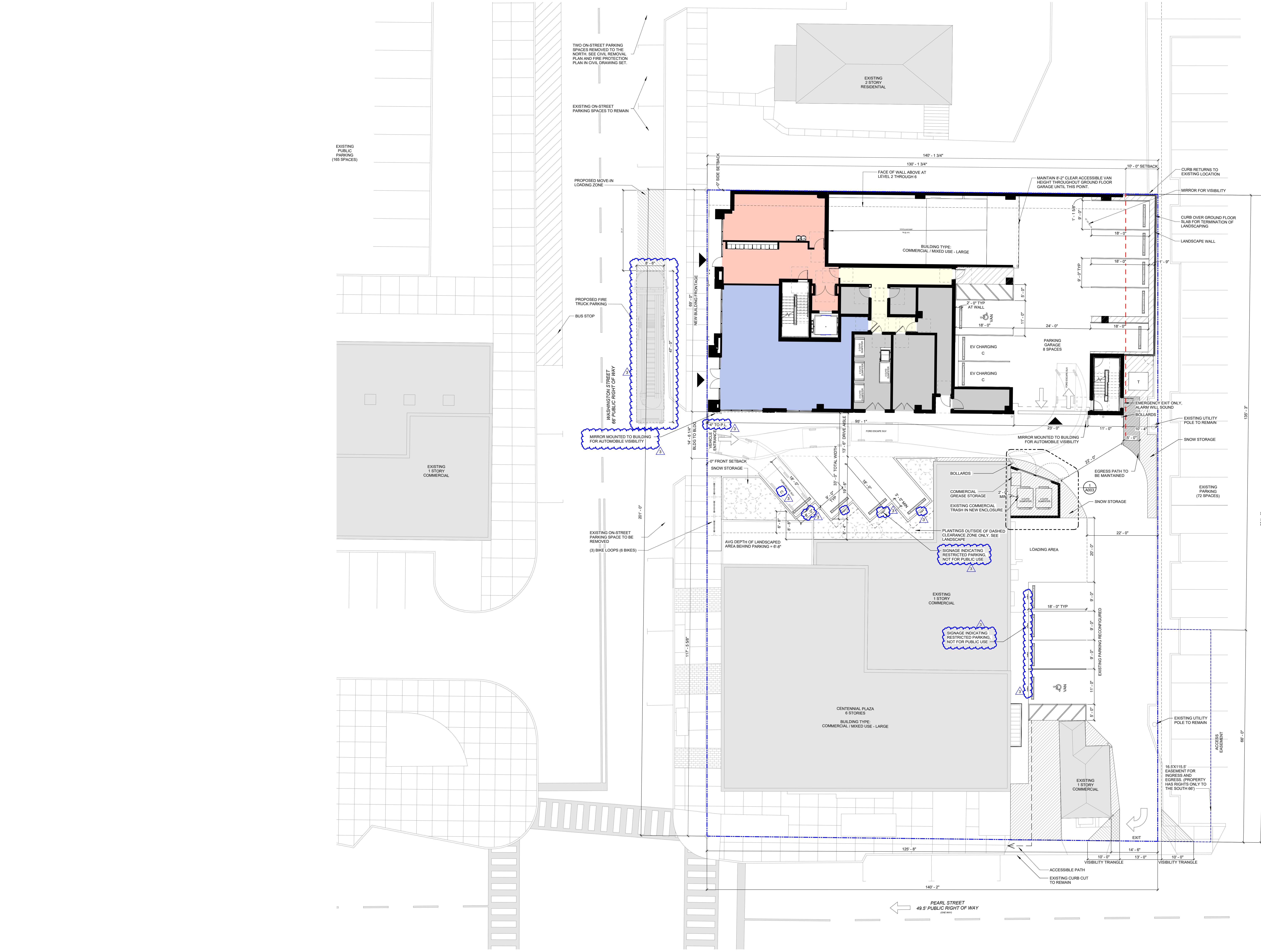
TRACER WIRE SYSTEM SCHEMATIC

- 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



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.YCUA.ORG	
				DATE	SCALE
				07/24/18	NO SCALE
				SHEET	
				ST-8	



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

APPROVALS

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OWNER

511 PEARL PLAZA LLC
511 PEARL ST. SUITE 500
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MEP ENGINEER

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STATE OF MICHIGAN

JOHN W.
MYEFSKI
ARCHITECT
No.
1301059103
LICENSED ARCHITECT

EXPIRES: 04.12.2025

136 N. WASHINGTON ST.

YPSILANTI, MI 48197

DRAWN BY

MGL KF AB

CHECKED BY

MK AB

PROJECT ARCH

JM

NO. DATE DESCRIPTION

1 01.12.2023 100% SD

2 05.03.2024 PUD SUBMITTAL

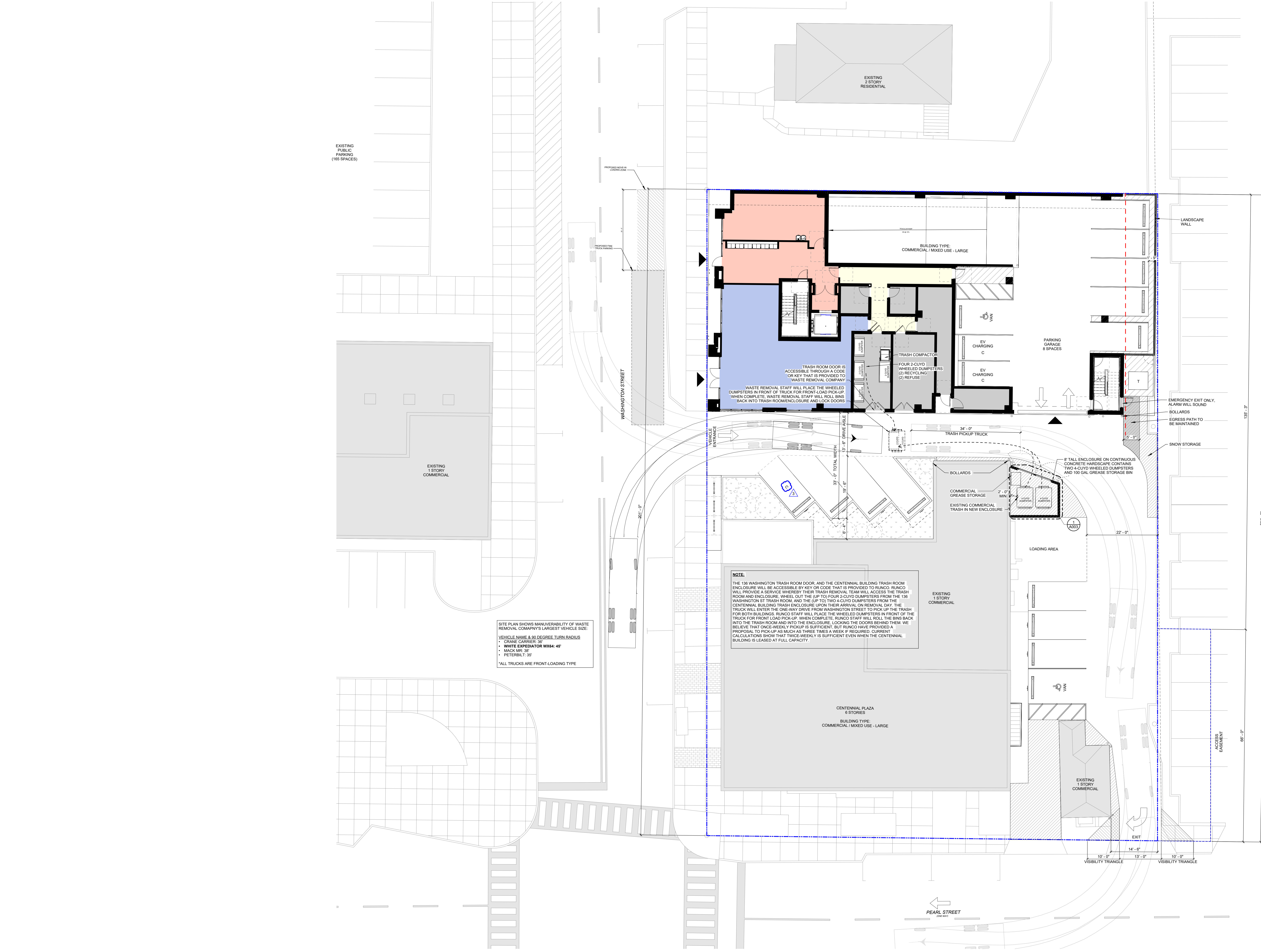
3 05.24.2024 PUD UPDATE

JOB NO
24001
DATE
05.24.2024

SITE PLAN

A001

Page 219 of 240



EXISTING
PUBLIC
PARKING
(165 SPACES)

EXISTING
1 STORY
COMMERCIAL

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

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

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

PEARL STREET
(SEE DET)

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

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IMMEDIATELY OF ANY DISCREPANCIES OR CONFLICTS.

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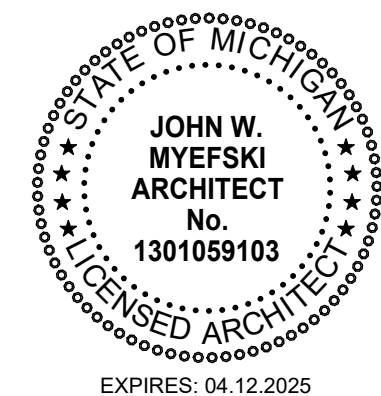
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YPSILANTI, MI 48197

DRAWN BY Author

CHECKED BY Checker

PROJECT ARCH Approver

NO	DATE	DESCRIPTION
2	05.03.2024	PUD SUBMITTAL
3	05.24.2024	PUD UPDATE

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DATE
05.24.2024

WASTE REMOVAL PLAN

A002



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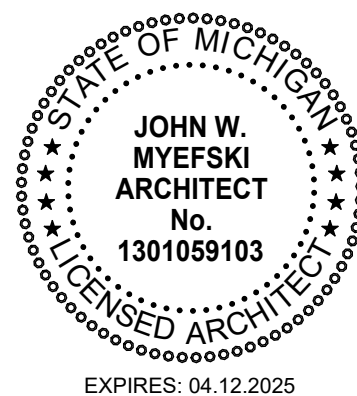
STRUCTURAL ENGINEER
TED

CONTACT:
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YPSILANTI, MI 48197

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PROJECT ARCH

Approver

NO. DATE DESCRIPTION

2 05.03.2024 PUD SUBMITTAL

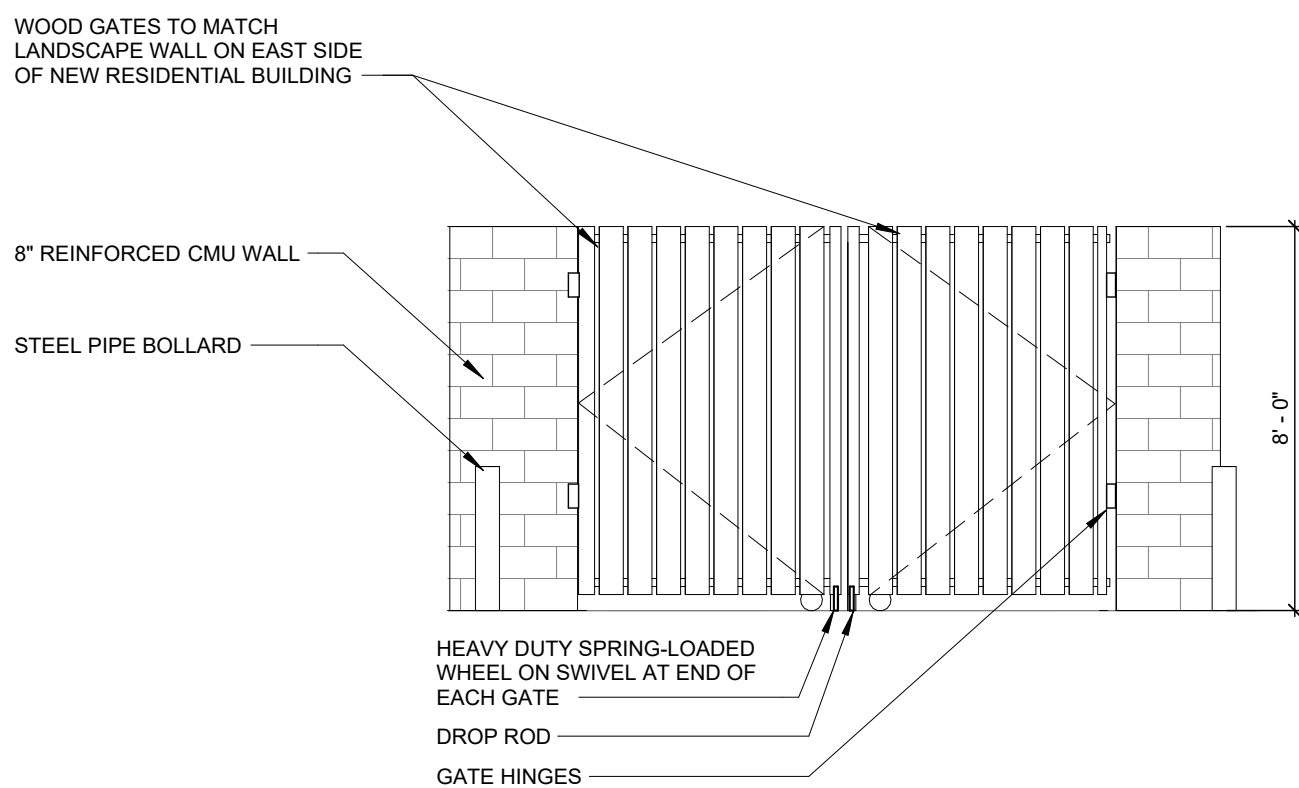
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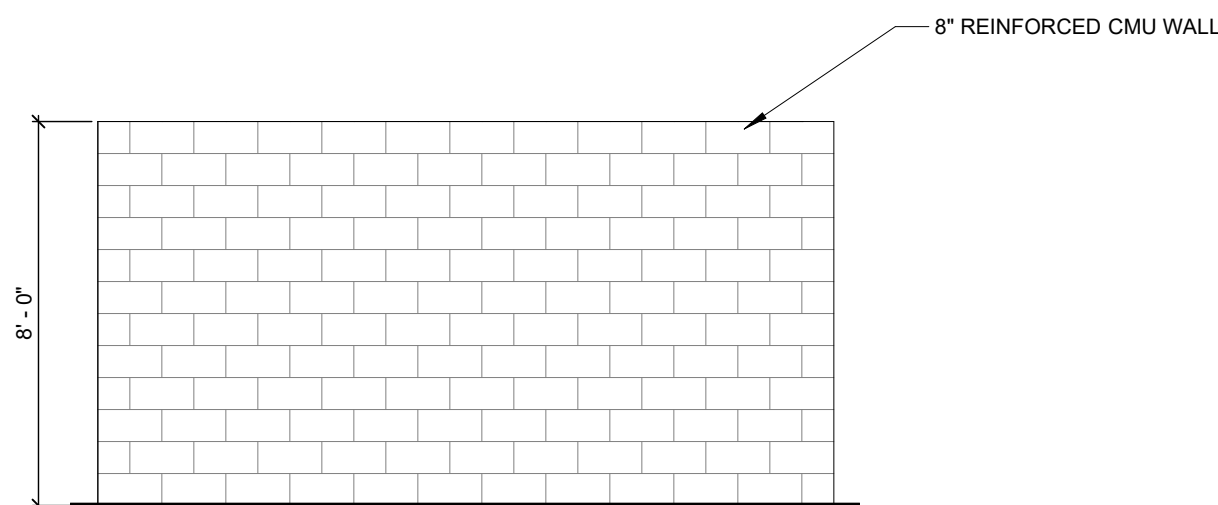
DATE
05.24.2024

SITE DETAILS

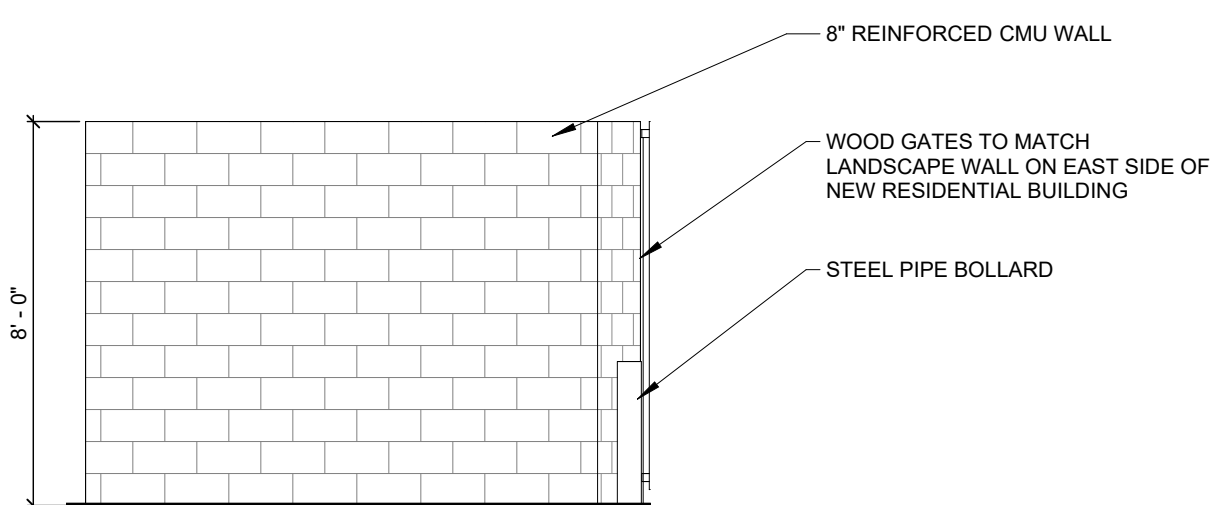
A003



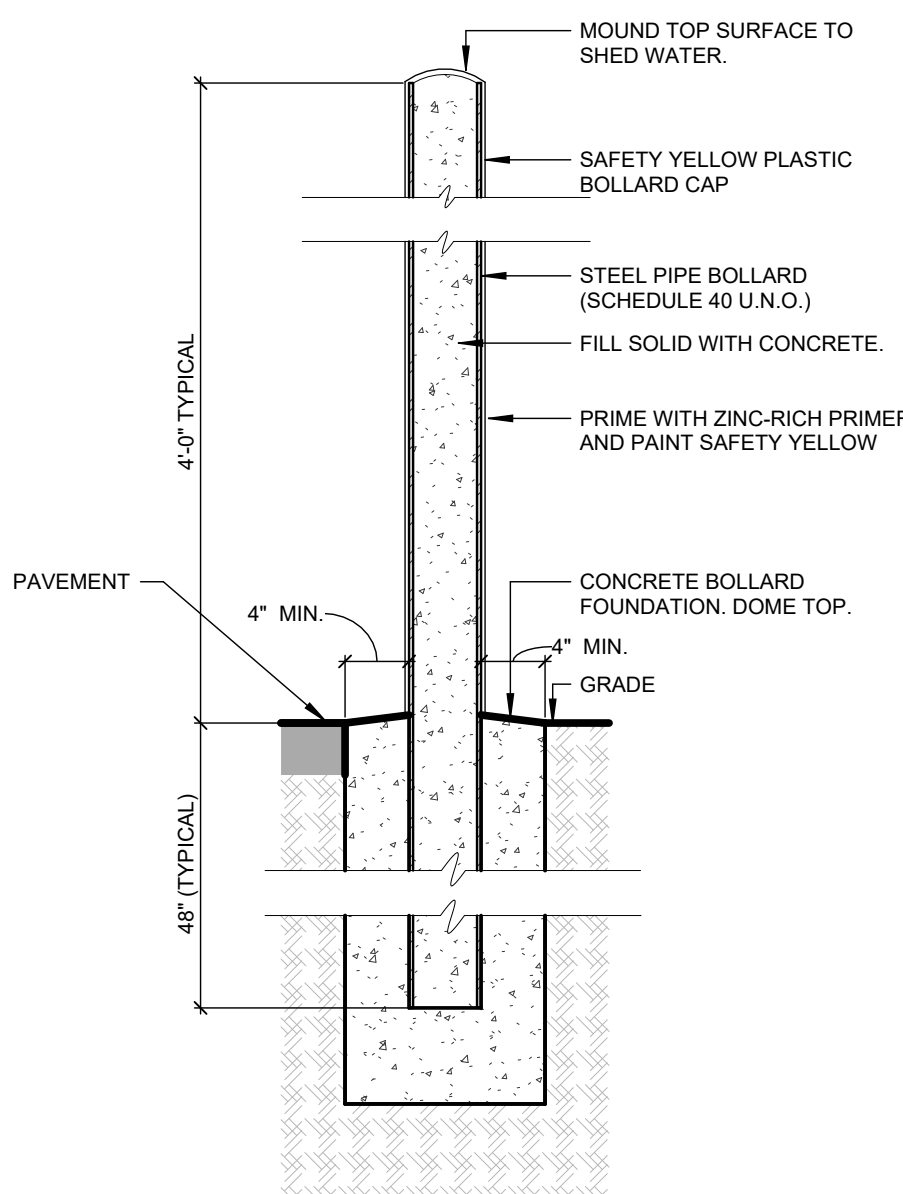
6 TRASH ENCLOSURE NORTH ELEVATION
A003 SCALE: 1/4" = 1'-0"



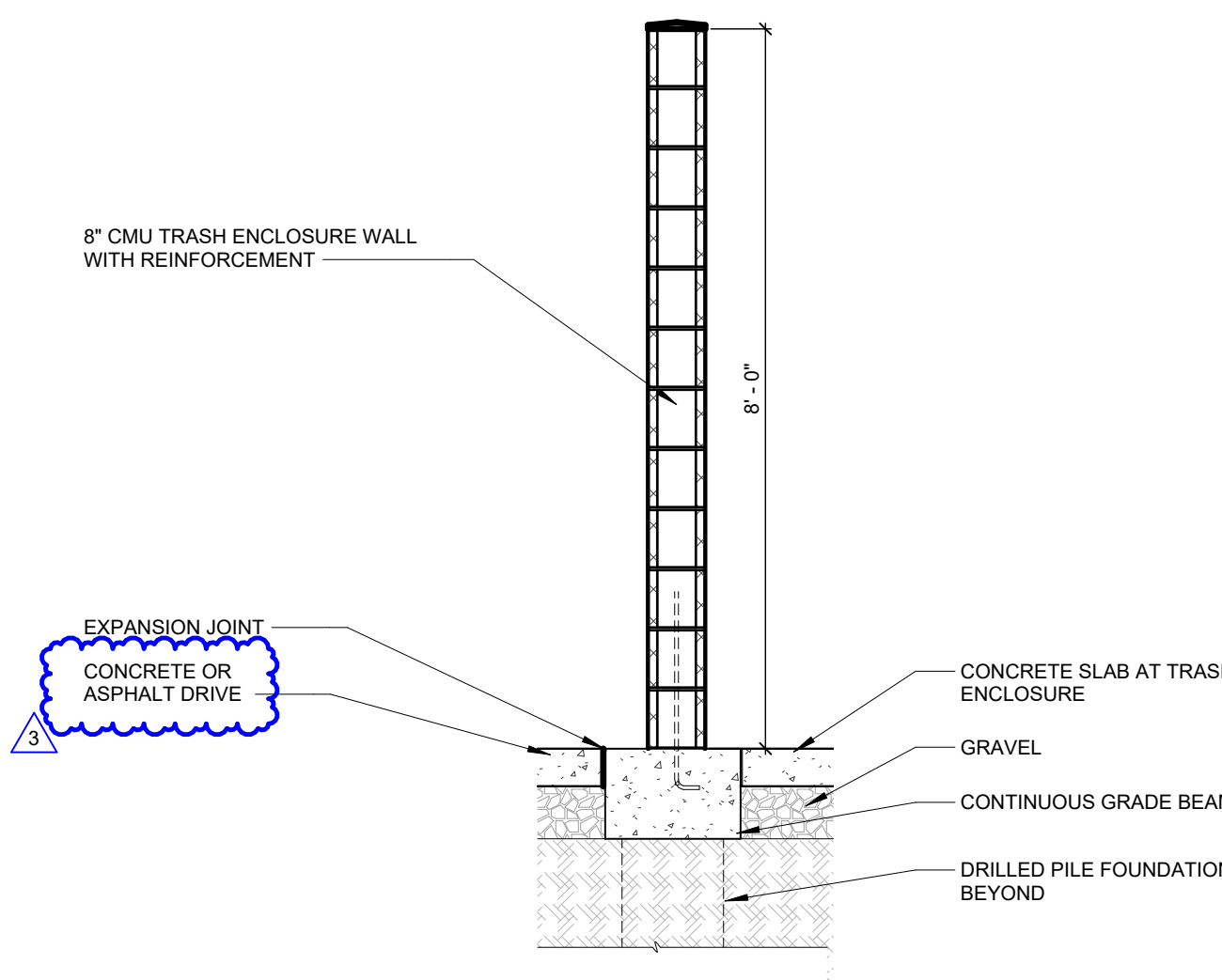
5 TRASH ENCLOSURE SOUTH ELEVATION
A003 SCALE: 1/4" = 1'-0"



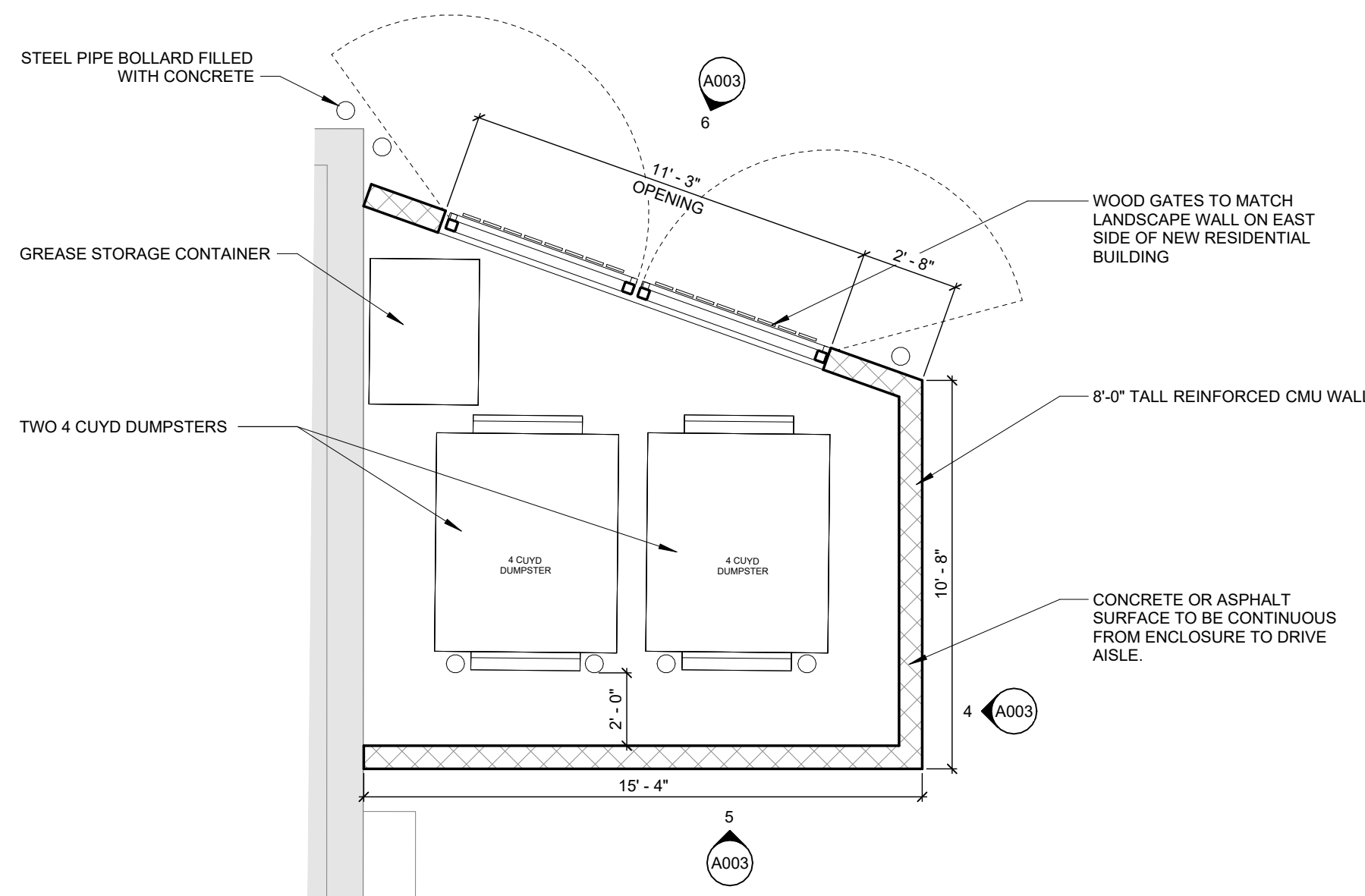
4 TRASH ENCLOSURE EAST ELEVATION
A003 SCALE: 1/4" = 1'-0"



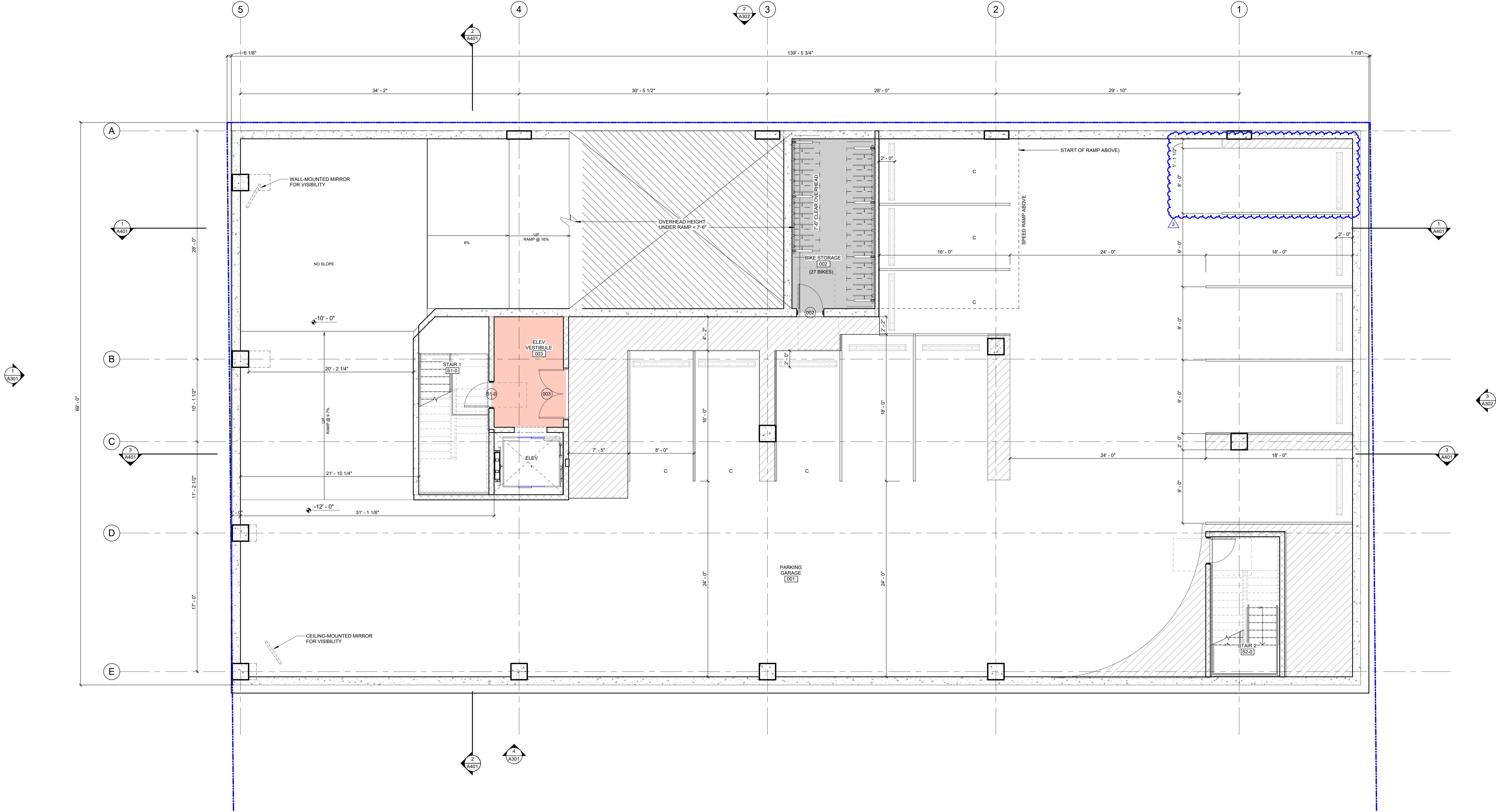
3 BOLLARD SECTION DETAIL
A003 SCALE: 1" = 1'-0"



2 TRASH ENCLOSURE FOUNDATION DETAIL
A003 SCALE: 1/2" = 1'-0"



1 ENLARGED TRASH ENCLOSURE PLAN
A003 SCALE: 1/4" = 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.	

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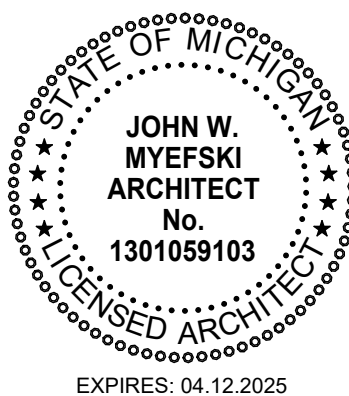
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136 N. WASHINGTON ST.

YPSILANTI, MI 48197

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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

FLOOR PLAN - LOWER LEVEL

A100

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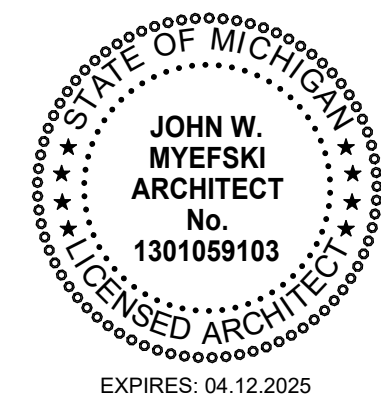
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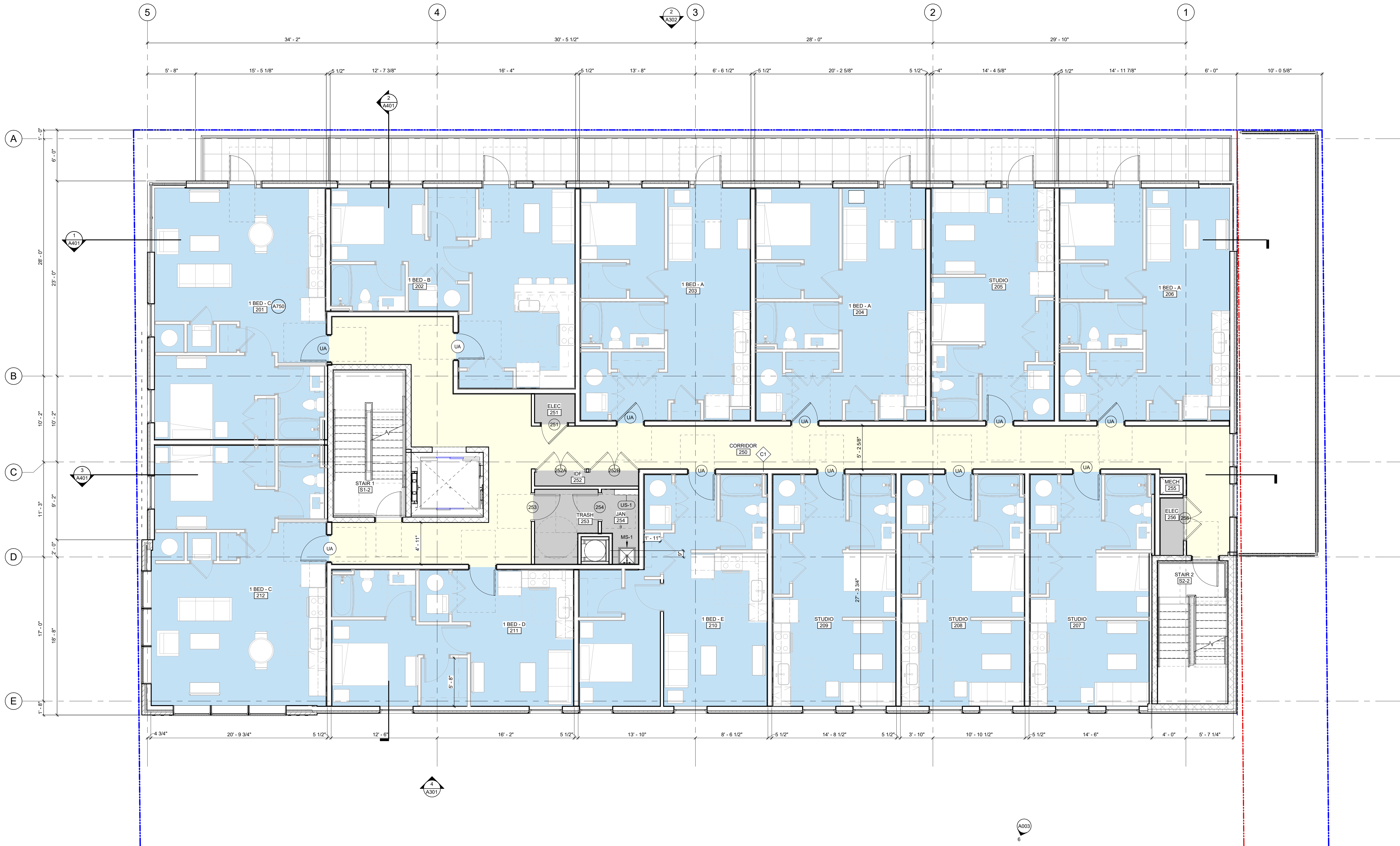
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24001
DATE
05.24.2024

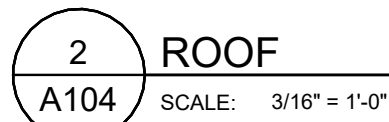
FLOOR PLAN - 2ND FLOOR

A102



1 LEVEL 2 FLOOR PLAN
A102 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	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.		



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STRUCTURAL ENGINEER TBD MEP ENGINEER TBD		
CONTACT: PHONE: XXX.XXX.XXX EMAIL:		
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136 N. WASHINGTON ST. YPSILANTI, MI 48197		
DRAWN BY MGL KF MAL		
CHECKED BY MK AB		
PROJECT ARCH JM		
NO 01 DATE 12.20.2023	100% SD	DESCRIPTION
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

APPROVALS

MYEFSKI
ARCHITECTS

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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.

OWNER

515 PEARCE PL. 4TH FL.
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CONTACT: DERRICK SCOTT

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734.751.4800

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PHONE: 734.751.4800 EMAIL: JAE@WESTENCO.COM

STRUCTURAL ENGINEER

TBD

CONTACT:

PHONE: XXX.XXX.XXX EMAIL:

MEP ENGINEER

TBD

CONTACT:

PHONE: XXX.XXX.XXX EMAIL:

THIS STAMP CERTIFIES
ARCHITECTURAL DRAWINGS ONLY

JOHN W.
MYEFSKI
ARCHITECT
No.
1310109103
LICENSED ARCHITECT
EXPIRES: 04.12.2025

136 N. WASHINGTON ST.
YPSILANTI, MI 48197

DRAWN BY

MGL KF MAL

CHECKED BY

MK AB

PROJECT ARCH

JM

NO. DATE DESCRIPTION

2 05.03.2024 PUD SUBMITTAL

3 05.24.2024 PUD UPDATE

JOB NO

24001

DATE

05.24.2024

WEST & SOUTH BUILDING
ELEVATIONS

A301

Page 227 of 240

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
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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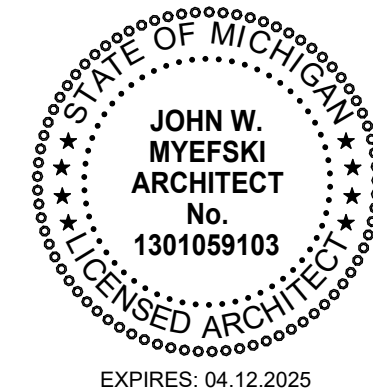
STRUCTURAL ENGINEER
TBD

CONTACT: PHONE: XXX.XXX.XXX EMAIL:

MEP ENGINEER
TBD

CONTACT: PHONE: XXX.XXX.XXX EMAIL:

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YPSILANTI, MI 48197

DRAWN BY MGL KF MAL

CHECKED BY MK AB

PROJECT ARCH JM

NO. DATE DESCRIPTION
2 05.03.2024 PUD SUBMITTAL

JOB NO

24001

DATE

05.24.2024

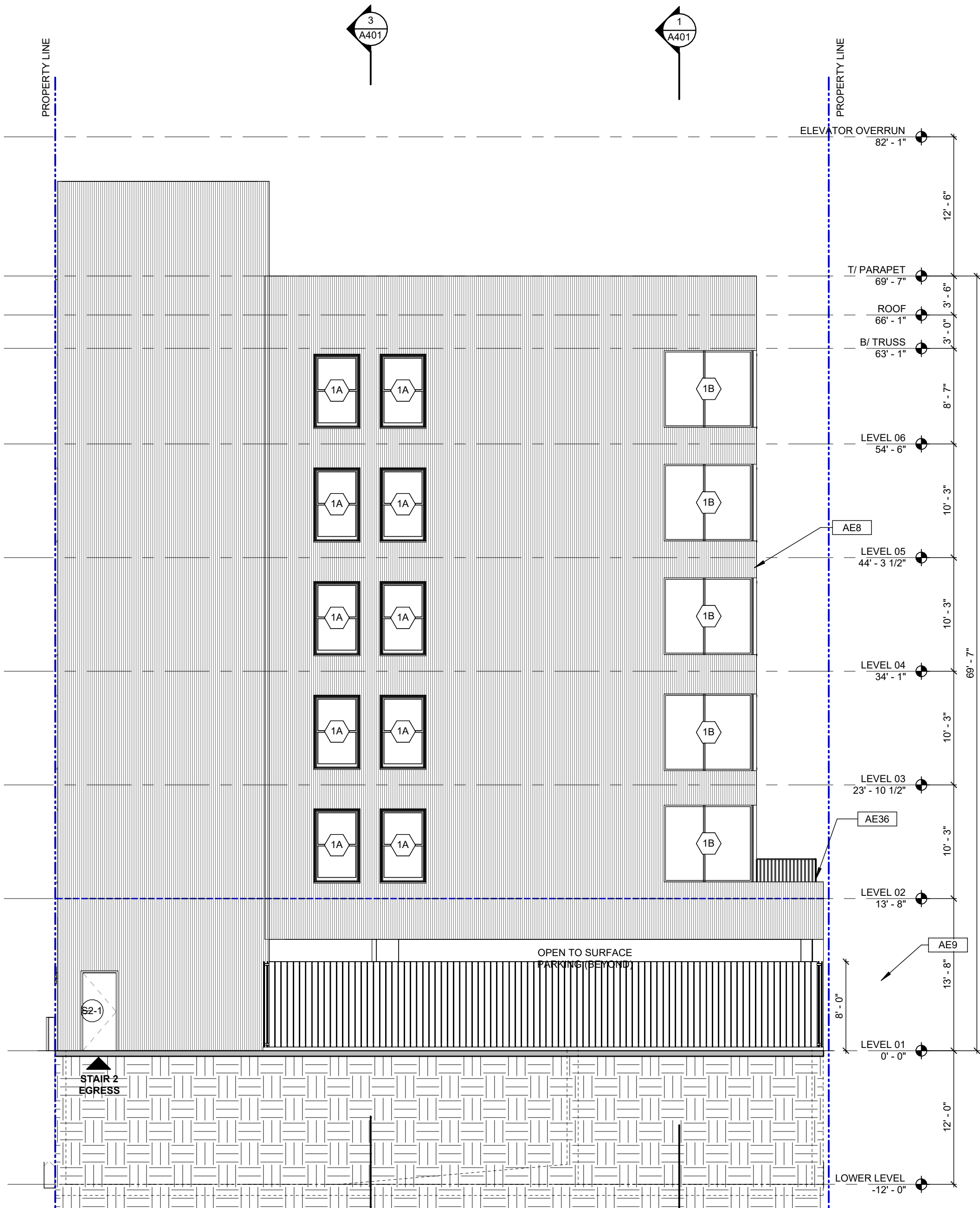
NORTH & EAST BUILDING
ELEVATIONS

A302



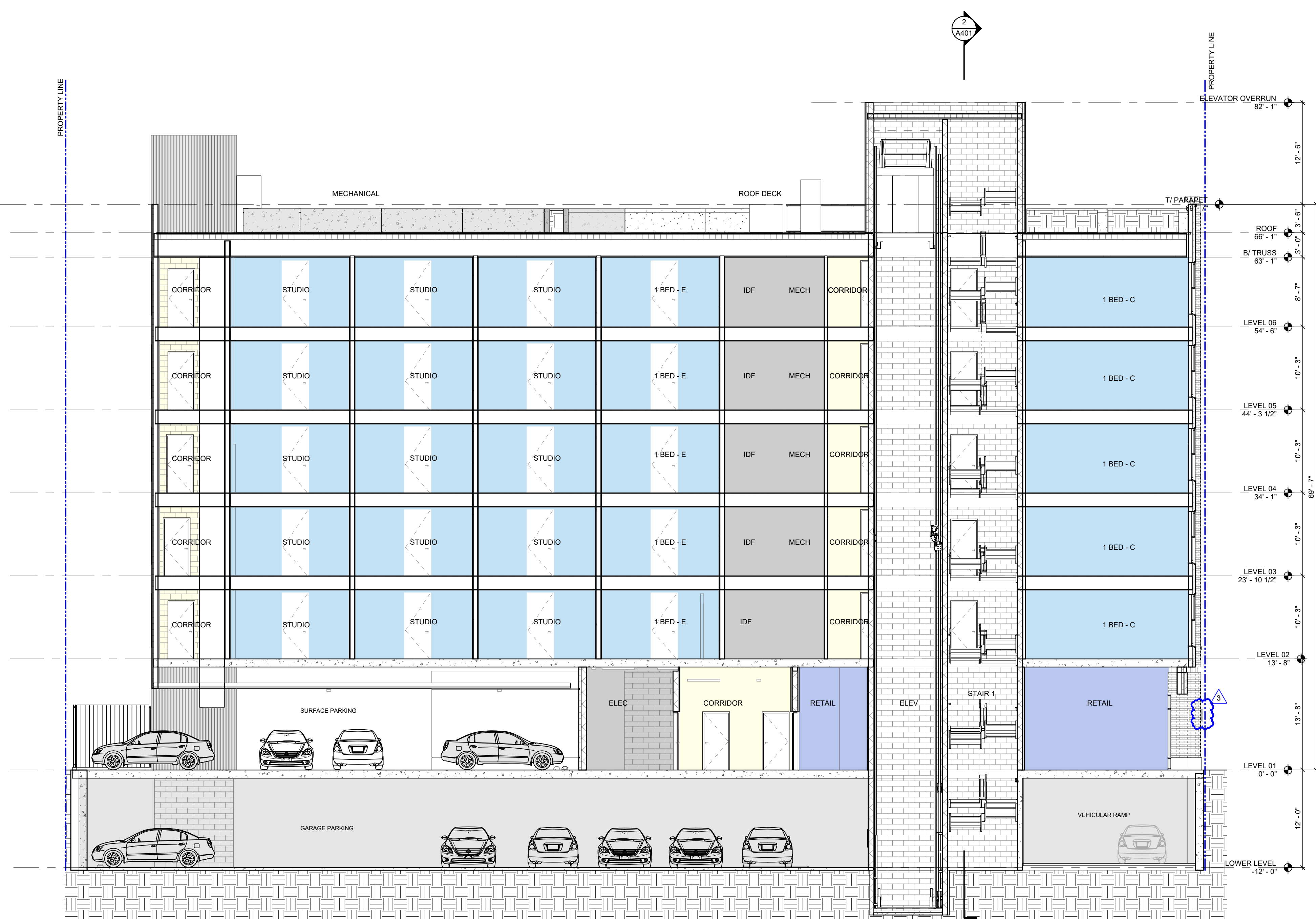
2 NORTH BUILDING ELEVATION

A302 SCALE: 1/8" = 1'-0"

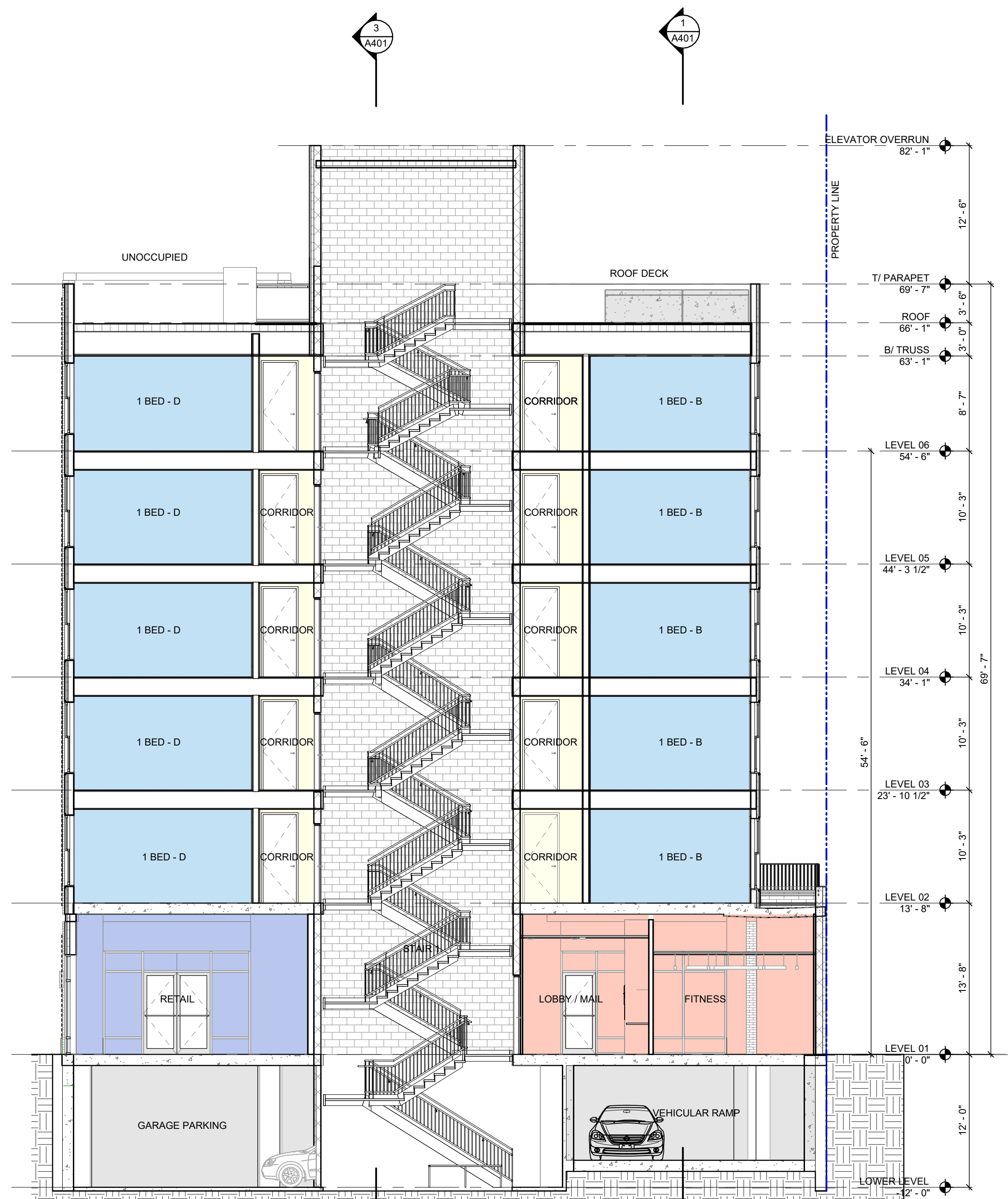


3 EAST BUILDING ELEVATION

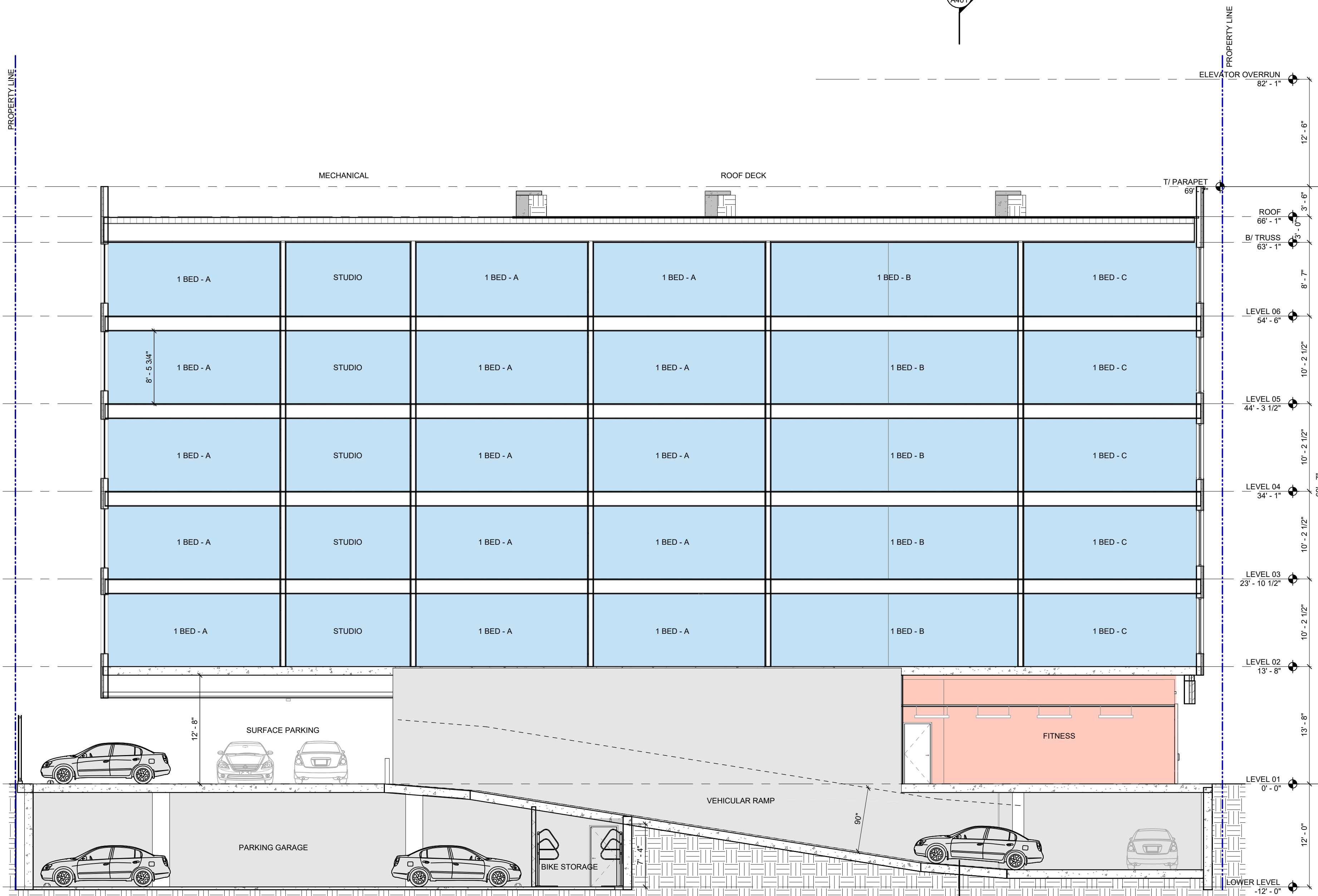
A302 SCALE: 1/8" = 1'-0"



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"

APPROVALS



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



REQUEST FOR LEGISLATION
March 4, 2025

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Resolution No. 2025-045 Approving a Memorandum of Understanding with the Washtenaw County Board of Commissioners for Millage funds reporting and directing the City Manager to sign on the city's behalf.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION:

ATTACHMENTS:

1. RFL Res for the MOU
2. City of Ypsilanti MOU
3. City of Ypsilanti Cover Letter
4. 24-102 Millage Reporting Expectations

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: March 4, 2025

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION
March 4, 2025

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: County Millage MOU

SUMMARY & BACKGROUND:

The Washtenaw County Board of Commissioners has requested the City to enter into an MOU to report how our allocations for the county roads and mental health and public safety millage are expended.

A four-year plan would be required explaining how our road allocation will be expended. The mental health and safety millage will require a plan and budget for the upcoming calendar year.

All road projects using county millage must include a sign that reads "Project Funded by Residents of Washtenaw County".

The Board of Commissioners may utilize compliance with this MOU when determining to place a renewal and restoration on a future ballot.

RECOMMENDED ACTION:

ATTACHMENTS: Resolution, County Cover Letter, Reporting Expectations, MOU

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The Washtenaw County Board of Commissioners placed millages for roads and mental health and public safety on the 2024 November General Election Ballot; and

WHEREAS, both millages were approved by county voters; and

WHEREAS, all cities with a police department receive funding from the mental health and public safety millage, and the City of Ypsilanti being a recipient of that millage; and

WHEREAS, The County Board of Commissioners requests the City of Ypsilanti enter into an MOU to provide reports on how those funds are expended.

NOW THEREFORE BE IT RESOLVED THAT The City Council of the City of Ypsilanti approve the attached Memorandum of Understanding and direct the City Manager to sign on the city's behalf.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

A Memorandum of Understanding (MOU) between Washtenaw County and City of Ypsilanti commencing on September 27, 2024, and continuing in perpetuity during the levying, collection, and distribution of any portion of Mental Health and Public Safety Millage (MHPS Millage), the Roads Millage, or any additional millages that are remitted to the City of Ypsilanti on behalf of the Washtenaw County Board of Commissioners.

Background

The Washtenaw County Board of Commissioners placed the MHPS Millage on the November 2017 ballot in the amount of 1.000 mill and the voters of Washtenaw County voted to support the millage.

The Roads Millage was placed before voters in 2016 in the amount of 0.5000 mills and the voters of Washtenaw County voted to support the millage; the millage was subsequently renewed in 2020 and 2024.

Declarations

The Washtenaw County Board of Commissioners has determined that it is in the best interest of the residents and taxpayers of the County to have detailed plans and reports of all millage dollars.

Expectations

Washtenaw County will continue to levy the fully authorized amount of the millage, subject to Headlee rollbacks and other limitations, for the duration of the current millage levy. Washtenaw County will publish the plans and reports described below on the County's Open Book webpage.

All Millages

City of Ypsilanti will make their plan and budget available on their website when it is made available to Washtenaw County.

Mental Health and Public Safety Millage and any future millages

City of Ypsilanti will prepare and publish a plan and budget for the upcoming calendar year which, at a minimum, include both a narrative of the programs and projects to be supported, and a line-item budget of the expected costs of the planned programs and projects. This plan will describe the use of all funds expected to be collected with the December tax bill, as well as any use of millage fund balance, for use during the following calendar year. The use of millage funds should be described separately from other funding sources. This plan will be made available to Washtenaw County no later than December 31 each year.

City of Ypsilanti will prepare and publish a report on the use of millage funds used during the prior calendar year which addresses the outcomes of the programs and projects included in the plan for that year, as well as the actual uses of funds on a line-item basis. Millage funds should be reported separately from other funding sources.

This report will be publicly available and shared with Washtenaw County no later than June 30 following the calendar year addressed in the plan.

Where possible, City of Ypsilanti will include signage for projects funded with millage proceeds containing the County seal and stating, "Project funded by Residents of Washtenaw County." Any signage using the County Seal must be approved by Washtenaw County prior to production and usage, in conformity with County policies and procedures.

Roads and Non-Motorized Millage

City of Ypsilanti will prepare and publish a Four-Year plan and budget which address, at a minimum, the following points: the amount of millage funds expected to be collected and available to the organization; the specific segments of road, street, or trail to be improved; the type of work to be performed on each segment; the amount of millage funds to be spent on each segment; and the total cost expected for work on each segment; when the segment is planned to be improved; and which segments will include non-motorized components and the nature of those non-motorized components. The Four-Year Plan and Budget should be organized by calendar year and should ideally be available before the vote of the public on the millage question, but no later than December 31 of the year prior to the start of the time period addressed in the plan. Organizations which have cause to change their plans should prepare and publish an updated version of the Four-Year Plan and Budget which describes the changes to the plan and the reason for the changes no later than December 31 prior to the year in which work is to occur.

City of Ypsilanti will prepare and publish a report on the use of millage funds used during the prior calendar year which addresses the outcomes of the programs and projects included in the plan for that year, as well as the actual uses of funds on a line-item basis. Millage funds should be reported separately from other funding sources. This report will be publicly available and shared with Washtenaw County no later than June 30 following the calendar year addressed in the plan.

Projects that are funded with proceeds from the Roads and Non-Motorized Millage shall have signage containing the County seal stating, "Project funded by Residents of Washtenaw County." Signage must be visible in all traffic directions.

Contact

Contact regarding this MOU, including providing reports required within this MOU, shall be with the following individuals until and unless notice is provided that another individual is assuming responsibility for contact regarding this MOU:

Washtenaw County

City of Ypsilanti

Brady Peck
Director of Operations
peckb@washtenaw.org

Andrew Hellenga
City Manager
ahellenga@cityofypsilanti.com

Renewal

The Board of Commissioners, at their discretion, may utilize an organization's level of compliance with this MOU when determining whether to place a renewal and restoration millage on a future ballot.

The Board of Commissioners has sole authority to place countywide ballot questions before voters; nothing in this MOU will reduce, remove, or subrogate that authority.

Gregory Dill	Date
County Administrator	

Andrew Hellenga	Date
City Manager	



COUNTY ADMINISTRATOR

220 NORTH MAIN STREET, P.O. BOX 8645
ANN ARBOR, MICHIGAN 48107-8645

To: Andrew Hellenga, City Manager

From: Gregory Dill, County Administrator

Date: September 27, 2024

Subject: Planning and Reporting information for County Authorized Millages

On May 1, 2024, the Washtenaw County Board of Commissioners unanimously adopted resolution 24-102 (attached). This resolution formally establishes the expectations of the Board regarding the planning and reporting of organizations who are responsible for administering millage funds which were placed on the ballot by the County and directs County Administration to pursue Memorandums of Understanding (MOU) with such organizations on these expectations and to share information about the use of said millage funds on the County Website.

Your organization receives funding from the following millages:

Agency	Millage	Sum of Amount to Agency*	
City of Ypsilanti	MHPS	\$	545,477
	Roads	\$	119,331
City of Ypsilanti Total		\$	664,808

* Estimates

Washtenaw County would like to enter into an MOU with your organization regarding the planning and reporting of these funds. Attached you will find a draft document for your consideration. It is our hope that you will find the language agreeable and can sign and return this document to my office.

Should you wish to speak further on the MOU, this project, or the County's millage funded activities, please contact:

Brady Peck, Director of Operations
(734) 222-6824
peckb@washtenaw.org

Attachments: Resolution 24-102
MOU

A RESOLUTION TO ESTABLISH THE EXPECTATIONS OF THE WASHTENAW COUNTY BOARD OF COMMISSIONERS REGARDING THE PLANNING AND REPORTING ON MILLAGE DOLLARS BY ORGANIZATIONS RESPONSIBLE FOR THE USE OF SUCH FUNDS; DIRECTING THE COUNTY ADMINISTRATOR TO PUBLISH SAID PLANS AND REPORTS; AND DIRECTING THE COUNTY ADMINISTRATOR TO PURSUE MEMORANDUMS OF UNDERSTANDING WITH OUTSIDE ORGANIZATIONS RECEIVING FUNDING FROM MILLAGE QUESTIONS PLACED ON THE BALLOT BY THE COUNTY BOARD OF COMMISSIONERS

WASHTENAW COUNTY BOARD OF COMMISSIONERS

May 1, 2024

Prepared by: Brady Peck, Director of Operations

WHEREAS, the Board of Commissioners has the sole authority to place countywide millages on the ballot to be considered by the voters of Washtenaw County; and

WHEREAS, through this authority the Board of Commissioners has previously elected to place millages on ballots wherein levied funds would be distributed to other governmental organizations to achieve the millage purposes, in addition to funds retained and expended directly by Washtenaw County; and

WHEREAS, Washtenaw County and other public bodies are accountable to the public and, therefore, should act in manners which are planful and transparent to the public regarding the planning and actual use of public resources so that the public can make informed decisions about supporting various proposals put before them; and

WHEREAS, this item has been reviewed by the Finance Department, Corporation Counsel, the County Administrator, and the Board of Commissioners.

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby establishes the following planning and reporting expectations for all organizations with decision making authority which administer funds received through the Roads and Non-Motorized millage levy:

1. **FOUR YEAR PLAN AND BUDGET:** Each organization should prepare and publish a plan which addresses, at a minimum, the following points: the amount of millage funds expected to be collected and available to the organization; the specific segments of road, street, or trail to be improved; the type of work to be performed on each segment; the amount of millage funds to be spent on each segment; and the total cost expected for work on each segment; when the segment is planned to be improved; and which segments will include non-motorized components and the nature of those non-motorized components. The Four Year Plan and Budget should be organized by calendar year, and should ideally be available before the vote of the public on the millage question, but no later than December 31 of the year prior to the start of the time period addressed in the plan. Organizations which have cause to change their plans should prepare and publish an updated version of the Four Year Plan and Budget which describes the changes to the plan and the reason for the changes no later than December 31 prior to the year in which work is to occur.
2. **ANNUAL REPORT:** Each organization should prepare and publish a report on the use of millage funds used during the prior calendar year which describes, at a minimum, the following points: the actual amount of millage funds collected and expended; the specific segments of road, street, or trail improved; the type of work performed on each segment; the amount of

millage funds spent on each segment; the total cost of work on each segment; and which segments included non-motorized components and the nature of those non-motorized components. The report should be publicly published and shared with the Board of Commissioners no later than June 30 following the calendar year described in the report.

BE IT FURTHER RESOLVED that the Washtenaw County Board of Commissioners hereby establishes the following planning and reporting expectations for all organizations with decision making authority which administer funds received through the extra voted millages of Washtenaw County, including Parks, Natural Area Preservation, Enhanced Emergency Communications System, Veterans, Mental Health and Public Safety, and Conservation District, and any future extra voted millage to be approved by the voters of Washtenaw County:

1. ANNUAL PLAN AND BUDGET: Each organization should prepare and publish a plan for the upcoming calendar year which, at a minimum, includes both a narrative of the programs and projects to be supported, and a line-item budget of the expected costs of the planned programs and projects. This plan should describe the use of all funds collected with the December tax bill, as well as any use of millage fund balance, for use during the following calendar year, and millage funds should be described separately from other funding sources. This plan should be publicly available and shared with the Board of Commissioners. and should ideally be available before the vote of the public on the millage question, but no later than December 31 of the year prior to the start of the time period addressed in the plan.
2. ANNUAL REPORT: Each organization should prepare and publish a report on the use of millage funds used during the prior calendar year which addresses the outcomes of the programs and projects included in the plan for that year, as well as the actual uses of funds on a line-item basis, and millage funds should be reported separately from other funding sources. This report should be publicly available and shared with the Board of Commissioners no later than June 30 following the calendar year addressed in the plan.

BE IT FURTHER RESOLVED that the Washtenaw County Board of Commissioners hereby directs the County Administrator to pursue Memorandums of Understanding (MOU) with the outside agencies that directly or on a pass-through basis receive funding from countywide millages, and that the content of the MOU align with the expectations established through this resolution regarding both the Plan and Budget, the Annual Report, the presentation of information to the public, and any additional resolution language from individual Board of Commissioner approved millage resolutions.

BE IT FURTHER RESOLVED that MOU developed for organizations receiving funding through the Roads and Non-Motorized Millage also include that signage must be posted along millage funded segments which states "Project funded by Residents of Washtenaw County", and that the signage contain the county seal and be visible in all traffic directions.

BE IT FURTHER RESOLVED that the Washtenaw County Board of Commissioners hereby directs the County Administrator to post all Annual Plans and Budgets, Annual Reports, and other documents prepared and received as a result of this resolution to the County's Open Book web page.

SIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Beeman	X			Maciejewski	X			Somerville	X		
Hodge	X			Rabhi	X						
LaBarre	X			Sanders	X						
Lyte	X			Scott	X						

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY

ROLL CALL VOTE:

900

STATE OF MICHIGAN)

I, Lawrence Kestenbaum, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on May 1st, 2024, as it appears of record in my office. In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this 2nd day of May 2024.

COUNTY OF WASHTENAW)^{SS.}

LAWRENCE KESTENBAUM, Clerk/Register

BY: _____

Deputy Clerk



Res. No. 24-102

