

**ACT 381 WORK PLAN**

**TO CONDUCT ELIGIBLE  
EGLE ENVIRONMENTAL AND  
MSF NON-ENVIRONMENTAL  
ACTIVITIES**

**220 NORTH PARK STREET  
YPSILANTI, MI**

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**Prepared by**

**Jill Ferrari  
Renovare Development  
42 Watson, Suite B  
Detroit, MI 48201  
313-348-7236**

**On behalf of**

**Renovare Ypsilanti Homes, LLC  
42 Watson, Suite B  
Detroit, MI 48201  
Shannon Morgan  
734-320-0978**

**For**

**Washtenaw County Brownfield Redevelopment Authority  
220 N. Main Street, Ann Arbor, MI 48103  
Attn: Nathan Voght  
734-660-1061**

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# ACT 381 WORK PLAN

## 1.0 INTRODUCTION

### 1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The project involves the new construction of 46 attached and detached single-family homes and correlating site improvements at the site located at 220 North Park Street in the City of Ypsilanti. The project is designed as a dense, walkable community with Environmental, Social and Governance (ESG) components. Fifty-percent of the housing units will be set aside for qualified individuals and families making 40% to 80% of area median income (AMI). This mixed-income approach will target Michigan's working families and help create a more sustainable community.

The 4.4-acre site is well positioned within the City of Ypsilanti as one of few infill sites available for housing development. It is in close proximity to shops and businesses in Depot Town and Downtown Ypsilanti, as well as major highways, regional employment centers and schools. Further, it is situated in an appropriate location to service the unmet for-sale housing needs of the local market.

The Project will not produce any direct jobs, as it is a residential development. However, due to the severe lack of workforce housing in the City of Ypsilanti, this project will play a critical role in workforce retention for the area. The project will produce approximately one hundred four (104) construction jobs.

### 1.2 Eligible Property Information

#### 1.2.1 Property Eligibility – Location/Legal Description

The property is located at 220 North Park Street, Ypsilanti, Michigan. The legal description is as follows:

11E-29A-1 LOT 60 GILBERT'S ADDITION, EXC BEG AT NE COR LOT 60, TH S 00-40-00 W 175.00 FT, TH S 89-50-50 W 147.63 FT, TH N 46-18-30 W 83.72 FT, TH S 89-50-50 W 82.16 FT, TH N 00-40-00 E 117.00 FT, TH N 89-50-50 E 291.00 FT TO THE POB, ALSO BEG AT ELY ROW LN OF PARK ST AT SW COR LOT 60 GILBERT'S ADDITION TO CITY OF YPSI, TH 669.09 FT ALNG ARC OF CURV-LFT-RAD 1945.58 FT - CH S 52-50-00 E 665.80 FT, TH S 00-2-30 W 45.57 FT, TH 660.01 FT ALNG ARC OF CURV-RT-RAD 1986.74 FT - CH N 53-51-20 W 656.98 FT, TH NLY ALNG ROW 60.30 FT TO THE POB. PT OF NE 1/4 SEC 9, T3S-R7E. 0.63 AC, PT OF LOT 60 GILBERT'S ADDITION. 221 N. GROVE \*, COMBINED ON 07/28/2014 FROM 11-11-09-111-001, 11-11-09-111-003

Parcel ID = 11-11-09-111-004

The property comprising the eligible property consists of one (1) parent parcel. The eligible property, commonly known as 220 North Park Street, is a “facility” as described below. The parcels and all tangible personal property located thereon will comprise the eligible property and is collectively referred to herein as the “Property.”

**Eligibility:**

The Property is considered “eligible property” as defined by Act 381, Section 2 because (a) the Property was previously utilized or is currently utilized for a commercial purpose; (b) it is located within the City of Ypsilanti, a qualified local governmental unit under Act 381; and (c) the Property is determined to be a “facility” per Part 201 of the Natural Resources and Environmental Protection Act (NREPA), as defined by Act 381.

The site qualifies as a “facility” as defined by Part 201 of the Natural Resources and Environmental Protection Act. Subsurface investigations conducted by AKT Peerless in 2021 have revealed the presence of several hazardous substances in soil at concentrations above the EGLE Part 201 Generic Residential Cleanup Criteria (GRCC). A “facility” is defined as any area, place, parcel or parcels of property, or portion of a parcel of property where a hazardous substance in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use has been released, deposited, disposed of, or otherwise comes to be located. A Baseline Environmental Assessment and Due Care analysis are currently being prepared.

**1.2.2 Current Ownership**

The Property is currently owned by the City of Ypsilanti. It is controlled through an Option to Purchase between Renovare Ypsilanti Homes, LLC and the City of Ypsilanti. This 381 Work Plan is being submitted by the Washtenaw County Brownfield Redevelopment Authority (BRA) on behalf of Renovare Ypsilanti Homes, LLC.

**1.2.3 Proposed Future Ownership**

It is anticipated that a Land Contract will be finalized on August 9, 2022 between the City of Ypsilanti and Renovare Ypsilanti Homes, LLC. The Project will be developed while the property is under Land Contract, with title transferring upon completion of required project elements in accordance with the Community Benefits Agreement and the Planned Unit Development (PUD) Agreement, with the exception of certain common elements such as the roads and storm water management area, which will be owned and operated by the City of Ypsilanti.

1.2.4 **Delinquent Taxes, Interest, and Penalties**

The Property has no delinquent taxes, interest or penalties.

1.2.5 **Existing and Proposed Future Zoning**

A Planned Unit Development (PUD) was approved on June 21, 2022 and a PUD Agreement was entered into.

**1.3 Historical Use and Previous Ownership of Each Eligible Property**

1.3.1 **Historical Use**

Historical records for the property were obtained back to 1859. The subject property was owned by John Gilbert by 1859. John Gilbert constructed the existing mansion on the northern adjoining property at 227 N. Grove Street during his ownership and appears to have maintained the subject property as undeveloped grounds around the mansion until the mansion was vacated around 1928. The Gilbert mansion was briefly occupied by Arm of Honor Fraternity in the 1930s. In 1938, City of Ypsilanti acquired the subject property and Gilbert mansion through tax foreclosure and subsequently maintained the subject property as a recreational park. The Boys Club of Ypsilanti (later the Boys and Girls Club) appears to have begun using and/or maintaining the subject property by 1963. In the early 1970s, the Boys and Girls Club constructed the original portion of the former Club building, which was expanded in the 1990s. The Boys and Girls Club continued to occupy and maintain the subject property until vacating the former building in 2010. The former building and exterior basketball court and baseball diamond features were demolished in 2016. City of Ypsilanti has since kept the subject property in maintained lawn with no significant or obvious use.

1.3.2 **Previous Ownership**

Title records indicate that the property has owned by the City of Ypsilanti since 2010. Full ownership history is included in the Environmental Documents in Attachment G of the Brownfield Plan.

**1.4 Current Use of Each Eligible Property**

The Property has been vacant since 2016. The City of Ypsilanti has made several past attempts to identify a residential housing developer for the site, before entering into the current option.

**1.5 Site Conditions and Known Environmental Contamination Summary**

The Property is considered “eligible property” as defined by Act 381, Section 2 because (a) the Property was previously utilized or is currently utilized for a commercial purpose; and (b) it is a “facility” as defined by Act 381.

Description of Facility Status:

In October 2015, AKT Peerless completed a Phase I ESA of the subject property. The Phase I ESA was conducted in accordance with USEPA Standards and Practices for All Appropriate Inquiries [(AAI), 40 Code of Federal Regulations (CFR) Part 312] and ASTM International Standard Practice E 1527-13. At the time of the assessment, the subject property was improved with one two-story commercial building formerly used as the Boys and Girls Club recreation center and associated exterior baseball diamond, basketball court, and landscaped and parking areas. The commercial building was unoccupied and not used for a significant or obvious purpose at that time.

On behalf of the City of Ypsilanti, Downriver Community Conference Brownfield Consortium (DCCBC) retained AKT Peerless to conduct a Phase II Environmental Site Assessment (ESA) of the property located at 220 N. Park Street. This Phase II ESA was completed under DCCBC's United States Environmental Protection Agency (USEPA) Brownfields Assessment Grant (Cooperative Agreement BF-00E02888-0).

During the subsurface investigation, conducted in September 2021, AKT drilled to a maximum depth of 32 feet below grade (PS-SB-1) and did not encounter groundwater at the site. The parameters identified at concentrations above Part 201 Generic Residential Cleanup Criteria were arsenic (GSIP and DWP criteria) and selenium (GSIP criterion) in an isolated area along the southern border of the property. With municipal water supply connections, the drinking water protection human exposure pathway would not be complete with respect to Due Care.

The site qualifies as a "facility" as defined by Part 201 of the Natural Resources and Environmental Protection Act. Subsurface investigations conducted by AKT Peerless in 2021 have revealed the presence of several hazardous substances in soil at concentrations above the EGLE Part 201 Generic Residential Cleanup Criteria (GRCC). A "facility" is defined as any area, place, parcel or parcels of property, or portion of a parcel of property where a hazardous substance in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use has been released, deposited, disposed of, or otherwise comes to be located. A Baseline Environmental Assessment and Due Care analysis are currently being prepared.

## **1.6 Functionally Obsolete, Blighted and/or Historic Conditions**

The Property is currently vacant. The previous structure was demolished in 2016. It is located within the local Historic District. However, eligibility under Act 381 has been established through the status as a "facility."

## **1.7 Information Required by Section 15(12) of the Statute**

*1.7.1 Whether the individual activities included in the work plan are sufficient to complete the eligible activity*

- Due Care Investigation - The Developer will complete a Supplemental Phase II Subsurface Investigation to further delineate the area of known concern. AKT Peerless has established the following scope of work to further evaluate shallow subsurface soil conditions in the vicinity of soil boring location PS-SB-1 on the southern portion of the subject property.
  1. Advance up to 18 soil borings to a maximum depth of up to eight feet below ground surface at the subject property.
  2. Collect up to 18 soil samples for laboratory analyses.
  3. Submit soil samples, as necessary to define the horizontal extent of previously identified soil contamination, to a fixed-base, independent laboratory for chemical analyses of arsenic, selenium, and PNAs
  4. Prepare a Supplemental Phase II ESA report.
  
- Baseline Environmental Assessment and Section 7a Compliance Analysis - Preparation of these reports will be completed as part of All Appropriate Inquiry (AAI) standards for a land transfer, purchase, acquisition, occupancy, renovation, or redevelopment. Therefore, the preparation of these reports and all costs associated with preparation are an eligible activity.
  
- Excavation, treatment, transportation, and/or disposal of contaminated soil – AKT has prepared a preliminary Scope of Work for the excavation, treatment and disposal of contaminated soils. Site activities will include (1) waste characterization laboratory costs for landfill approval; (2) environmental oversight of the excavation and transportation contractor; (3) the contractor’s excavation, transportation, and disposal costs; (4) verification of soil remediation laboratory costs; and (5) a letter report documenting the excavation/cleanup.
  
- Preparation of the Brownfield Plan and 381 Work Plan - A Brownfield Plan and Work Plan have been prepared in accordance with Act 381. The reasonable costs associated with the preparation of these plans and representation and public meetings has been included as an eligible activity.
  
- Site Demolition - Site demolition activities include the removal of existing improvements such as sidewalks, light poles, fencing, franchise utilities and other items. This activity is necessary to prepare the site for redevelopment. These costs have been estimated by Midwestern Consultants and reviewed by the City of Ypsilanti.
  
- Site Preparation – Site preparation activities include temporary erosion control, clearing and grubbing, grading, and replacing unstable fill

materials. Site preparation activities were estimated by Midwestern Consultants, Inc.

- Soft Costs – Eligible soft costs include the civil engineering, architectural and legal costs associated with the portion of the site that is included in public infrastructure. Soft cost providers include Barry Polzin Architects, Midwestern Consultants, Inc, Linchpin Legal, G2 Consultants, and Williams, Williams, Rattner and Plunkett, PLLC.
- Public Infrastructure Improvements - Public infrastructure improvements include right of way improvements for sanitary sewer, storm sewer, water, lighting, sidewalks, landscaping and other site improvements, as well as publicly-owned and managed storm water management system in the southern portion of the site. The total square footage of publicly owned or operated space as a result of the project will be 81,122 s.f. This system was designed by Midwestern Consultants, Inc. (MCI) The proposed system makes use of the natural grade of the property to capture stormwater runoff in basins located near the southern property line. The basins are ‘dry’ basins that treat the stormwater, removing sediments and convey it to the City’s stormwater system. The basins and the open area surrounding them will be utilized as a ‘linear park’ with pathways meandering through the undulating topography surrounded by proposed plantings of native deciduous, evergreen and ornamental tree plantings, shrubs and grasses. The linear park will be further provided with seating, play and park features that will be open to the public. This area will be owned and managed by the City of Ypsilanti. Fencing and safety measures will be constructed along the railroad right of way (ROW).
- Assistance with Disposition for Economic Development Purposes - In accordance with Act 381, Section 125.2652(o)(iii)(C) of Act 381 “Assistance to a qualified local governmental unit or authority in clearing or quieting title to, or selling or otherwise conveying, property owned by or under the control of a qualified local governmental unit or authority or the acquisition of property by a qualified local governmental unit or authority if the acquisition of the property is for economic development purposes,” is included as an eligible activity. This cost is proposed to be reimbursed using capture from local taxing jurisdictions only (“Local Only”).

The City of Ypsilanti recognizes housing attainability as an economic development priority and has established housing attainability as a Community Benefit under their Community Benefits Ordinance. In order to meet the Community Benefit, the Developer intends to set aside 50% of the proposed units for low to middle-income individuals and families.



In order to support these attainable home sales and build generational wealth, the Developer, in partnership with the City of Ypsilanti, intends to include the following costs as Act 381 eligible activities: Homebuyer counseling for qualified buyers, and a subsidy per unit for the attainable units.

- Interest - The Brownfield Plan includes 5% interest, generated annually at the end of the year as simple interest on the total approved, unreimbursed developer Eligible Activities.

1.7.2 *Whether each individual activity included in the work plan is required to complete the eligible activity*

- *Due Care Activities*
  - *Due Care Investigation* – Additional subsurface investigation to complete the owner’s due care requirements for the property.
  - *Baseline Environmental Assessment and Section 7a Compliance Analysis* - Preparation of each of these reports is necessary to complete due diligence for the project.
- *Proper Handling of Contaminated Soils* - Activities listed include (1) waste characterization laboratory costs for landfill approval; (2) environmental oversight of the excavation and transportation contractor; (3) the contractor’s excavation, transportation, and disposal costs; (4) verification of soil remediation laboratory costs; and (5) a letter report documenting the excavation/cleanup. All of these activities are necessary for the site development.
- *Brownfield Plan and Work Plan Preparation*—Approval of the brownfield plan and work plan is necessary to make the development financially feasible.
- *Demolition* – previous site improvements must be removed in order to complete the Project.
- *Site preparation* – prior to construction of the residential units, the site must be cleared and graded. Especially due to site topographic issues, temporary erosion control is critical. In addition, in order the project to be completed successfully, fill materials must be removed and replaced.
- *Soft Costs* – The Developer has included the portion of the total soft costs attributable to the public infrastructure activities. The costs for these activities refer to contracts entered into with experienced

providers.

- *Public Infrastructure Improvements* – The costs for the infrastructure improvements described in this Work Plan have been estimated by Midwestern Consultants, Inc. and has been reviewed by the General Contractor, Wolverine Group and the City of Ypsilanti.
- *Assistance with Disposition for Economic Development Purposes* – The activities proposed under this Eligible Activity include Homebuyer Assistance Counselling and a per unit subsidy to enable affordable sales prices for the units that are deed restricted to income qualified buyers. This activity is required to meet the economic development initiatives of the Qualified Local Unit of Government, the City of Ypsilanti, through this project.

*1.7.3 Whether the cost for each individual activity is reasonable*

The estimates for the individual activities are based on competitive bids and were reviewed by the City of Ypsilanti for cost reasonableness.

*1.7.4 The overall benefit to the public*

The City has identified a critical need for affordable housing. This site has been marketed as a housing development site for several years. The location is optimal for a single family development, as it is within walking distance to Downtown and Depot Town. The City is actively working to provide housing for its rental community and to preserve the workforce for its local companies.

The Project went through an extensive Community Benefits process, as outlined by the City of Ypsilanti Community Benefits Ordinance. The result of this process is a set of project components that are outside of the requirements set forth by local zoning, and designed to meet the specific public benefits requested by the Community Benefits Committee.

The result of this process includes the following site components:

1. All units in the project will be limited to homeowners;
2. 50% the units will to be deed restricted as affordable as follows:
  - a. 40% AMI (Area Median Income for Washtenaw County as calculated by HUD).
    - i. 4 Cottages
  - b. 60% AMI
    - i. 4 Cottages

- ii. 4 Duplexes
- c. 80% AMI
  - i. 7 Cottages
  - ii. 4 Duplexes
- 3. Targeted marketing and sales to existing Ypsilanti residents;
- 4. Minimal Home Owners Association (HOA) fees applied to the affordable units;
- 5. Site Components:
  - a. A shed/storage unit on single family and duplex units;
  - b. Double paned windows;
  - c. Energy efficient appliances and be built using energy efficiency practices;
  - d. Vegetative Sound Barrier;
  - e. A bike rack; and
  - f. Rain garden/storm water management with native landscaping.
- 6. Compliance with the City's Employment Discrimination Ordinance currently located in Chapter 58 of the City Code.

*1.7.5 The extent of reuse of vacant buildings and redevelopment of blighted property*

This Project consists of redevelopment of a vacant property that consists of contaminated fill material.

*1.7.6 Creation of jobs*

The Project will produce approximately one hundred four (104) construction jobs.

*1.7.7 Whether the eligible property is in an area of high unemployment*

According to the Michigan Labor Market Information system, the City of Ann Arbor Area unemployment rate was 3.5% in September 2022. Comparatively, the September 2022 unemployment rate was 3.5% in Washtenaw County, 4% in the State of Michigan, and 3.5% in the United States. However, according to [niche.com](https://www.niche.com), [ycharts.com](https://www.ycharts.com) and other sources, the level of unemployment in the City of Ypsilanti is higher than the surrounding area, and closer to 5%. Based on these figures, the Project is located in an area of high unemployment.

*1.7.8 The level and extent of contamination alleviated by or in connection with the eligible activities*

On June 17, 2021, AKT Peerless advanced four soil borings at the subject

property. AKT Peerless used hydraulic drive/direct-push (Geoprobe®) techniques and followed the guidance outlined in ASTM International Standard Practice E1903-11, *Standard Practice of Environmental Site Assessments: Phase II Environmental Site Assessment Process*. AKT Peerless collected continuous soil samples from the soil borings in four-foot intervals to the maximum depth explored of 32 feet below ground surface (bgs). AKT Peerless personnel inspected, field-screened, and logged the samples collected at each soil boring location.

The laboratory analyzed the soil samples for: (1) VOCs in accordance with USEPA Method SW8260C; (2) mercury in accordance with USEPA Method SW7470A/SW7471B, (3) remaining Michigan 10 Metals in accordance with USEPA Method SW6020B, (4) SVOCs in accordance with USEPA Method SW846/8270D, (5) PNAs in accordance with USEPA Method SW8270E, (6) PCBs in accordance with USEPA Method SW8082, and (7) hexavalent chromium in accordance with USEPA Method SW7196A. Remaining QA/QC samples were analyzed in accordance with the same respective methods.

Groundwater was not encountered during subsurface investigation activities at the subject property.

The results of the investigation indicate the following:

- Arsenic was detected in one shallow subsurface soil sample and one soil duplicate sample collected from soil boring location PS-SB-1, which was advanced in part to evaluate on-site fill material, at concentrations exceeding the Part 201 Generic RCC, including GSIP and DWP criteria.
- Selenium was also detected in one shallow subsurface soil sample collected from soil boring location PS-SB-1, which was advanced in part to evaluate on-site fill material, at a concentration exceeding the Part 201 Generic GSIP criteria.

Based on the laboratory analytical results associated with the shallow soil sample and soil duplicate sample collected from soil boring location PS-SB-1, the subject property meets the definition of a “facility,” as defined in Part 201 of the NREPA.

A detailed list of all analytical results of the subsurface investigation is included in Attachment G of the Brownfield Plan. A Baseline Environmental Assessment (BEA) will be filed with EGLE.

#### *1.7.9 The level of private contribution*

The total costs of the project are currently estimated at \$12,995,250. The Developer will be financing the development through a private construction

loan, currently structured as a revolving line of credit with a total injection of \$5,904,488, provided by Michigan Community Capital, with a subordinate loan through the Ann Arbor Area Community Foundation in the amount of \$820,000. A \$500,000 grant and a \$500,000 loan from the Local Brownfield Revolving Fund (LBRF) have been approved by the Washtenaw County Brownfield Redevelopment Authority for the project. The project was awarded \$3.6 million from Washtenaw County in American Rescue Plan Act dollars. Therefore, the total private investment, consisting of the private loans, is \$6,724,488.00

- 1.7.10 *If the developer or projected occupant of the new development is moving from another location in this state, whether the move will create a brownfield*

This section is not applicable.

- 1.7.11 *Whether the project of the developer, landowner, or corporate entity that is included in the work plan is financially and economically sound*

The Project cannot proceed without the incentives contemplated for this redevelopment. The Developer anticipates making an investment of approximately \$13 million in real property improvements on the Property. The Developer will finance all Eligible Activities under this Plan related to improvements on the Property through a TIF loan provided by Michigan Community Capital, and funding provided by the Washtenaw Brownfield Redevelopment Authority. According to a detailed construction schedule prepared by the General Contractor, the project is slated to begin in November, 2022 with the final house being sold in June 2024.

- 1.7.12 *Other state and local incentives available to the developer, landowner, or corporate entity for the project of the developer, landowner, or corporate entity that is included in the work plan*

The project is not currently seeking any other tax abatements or incentives.

- 1.7.13 *Any other criteria that the Michigan strategic fund considers appropriate for the determination of eligibility or for approval of the work plan*

This project is located within a Qualified Local Unit of Government, the City of Ypsilanti. The city also currently owns the property and has made several attempts to attract a mixed-income development for the property. The approach to equitable development proposed by Renovare Ypsilanti Homes will provide an opportunity for residents to invest in their community and in their futures. The city will also work with local realtors and the housing

commission to target outreach for marketing on this project and allow for creative financing such as the HCV Homeownership program.

Ypsilanti is home to Eastern Michigan University. It is a creative and diverse community of 20,000 people clustered in a historic 4.51 miles section of Southeast Michigan, located just 30 miles from Detroit and 15 minutes from the University of Michigan Campus in Ann Arbor. In 2018, the City of Ypsilanti had an estimated population of 20,939. With a median age of 24.2, Ypsilanti residents are younger, on average, than residents of Michigan, Washtenaw County, and Ann Arbor. After the crash of the housing market in 2008, Ypsilanti saw a steep decline in housing prices, accompanied by an increase in foreclosures and a decline in the homeownership rate due to an influx of “house flipping,” whereby landlords and speculators purchased foreclosed homes and converted them into investment properties.

For-sale housing prices remained low for several years post-crisis before starting to pick up again in 2012-2013. Since then, available housing stock has dried up, leading to a very low vacancy rate, increases in demand, and higher prices for both rental and for-sale housing. Based on the Michigan Statewide Housing Plan the average sales price for a home in Michigan has increased by 84% since 2013. Michigan’s housing market faces numerous long-standing inequities that make it difficult for residents to obtain safe, healthy, and attainable housing. The Covid-19 pandemic has amplified existing disparities in housing access as well as other indicators of health and quality of life. These disparities are higher in many urban LMI census tracts.

New construction has become restrained due to skyrocketing construction costs, lack of available trades and supply chain challenges, which is why the project is seeking gap financing through resources allocated with American Rescue Plan Funding.

## **2.0 SCOPE OF WORK AND COSTS**

### **2.1 EGLE Eligible Activities**

#### **2.1.1 Department Specific Activities**

##### **2.1.1.1 Due Care Investigation**

AKT Peerless has provided a Scope of Work for additional investigation to include the following site activities: The Developer will complete a Supplemental Phase II Subsurface Investigation to further delineate the area of known concern. AKT Peerless has established the following scope of work to further evaluate shallow subsurface soil conditions in the vicinity of soil boring location PS-SB-1 on the southern portion of the subject property:

- a) Advance up to 18 soil borings to a maximum depth of up to eight feet below ground surface at the subject property.
- b) Collect up to 18 soil samples for laboratory analyses.
- c) Submit soil samples, as necessary to define the horizontal extent of previously identified soil contamination, to a fixed-base, independent laboratory for chemical analyses of arsenic, selenium, and PNAs
- d) Prepare a Supplemental Phase II ESA report.

The costs estimated for this Scope of Work are \$9,250.00

#### 2.1.1.2 Baseline Environmental Assessment and Section 7a Compliance Analysis

The cost for preparation of these reports has been estimated by AKT Peerless to be \$2,500.00.

#### 2.1.1.3 Excavation, treatment, transportation, and/or disposal of contaminated soil

AKT Peerless estimates that (1) waste characterization laboratory costs for landfill approval; (2) environmental oversight of the excavation and transportation contractor; (3) the contractor's excavation, transportation, and disposal costs; (4) verification of soil remediation laboratory costs; and (5) a letter report documenting the excavation/cleanup. AKT Peerless estimates these costs to be approximately \$50,000.

#### 2.1.2 Interest on EGLE Activities

The Brownfield Plan includes 5% interest, generated annually at the end of the year as simple interest on the total approved, unreimbursed developer Eligible Activities. This cost is estimated at \$34,943.00.

#### 2.1.3 381 Work Plan Preparation

The 381 Work Plan has been prepared in accordance with Act 381. The reasonable costs associated with the preparation of this plan and representation and public meetings has been included as an eligible activity. Costs for this activity are estimated at \$2,500.00.

#### 2.1.4 381 Work Plan Implementation

The 381 Work Plan has been prepared in accordance with Act 381. Implementation of the 381 Work Plan is included as an eligible activity. Costs for this activity are estimated at \$5,000.00.

## **2.2 MSF Eligible Activities**

### 2.2.1 Demolition

Site demolition activities include the removal of existing improvements such as sidewalks, light poles, fencing, franchise utilities and other items. This

activity is necessary to prepare the site for redevelopment. These costs have been estimated by Midwestern Consultants and reviewed by the City of Ypsilanti. These costs are estimated at \$42,135.00.

2.2.2 Site Preparation

Site preparation activities include temporary erosion control, clearing and grubbing, grading, and replacing unstable fill materials. Site preparation activities were estimated by Midwestern Consultants, Inc. to be \$273,875.

2.2.3 Soft Costs

Eligible soft costs include the civil engineering, architectural and legal costs associated with the portion of the site that is included in public infrastructure. Soft cost providers include Barry Polzin Architects, Midwestern Consultants, Inc, Linchpin Legal, G2 Consultants, and Williams, Williams, Rattner and Plunkett, PLLC. Costs for this activity are estimated at \$39,920.00.

2.2.4 Public Infrastructure Costs

Public infrastructure improvements include right of way improvements for sanitary sewer, storm sewer, water, lighting, sidewalks, landscaping and other site improvements, as well as publicly-owned and managed storm water management system in the southern portion of the site. Costs for this activity are estimated at \$1,280,587.00.

2.2.5 Interest on MSF Activities

The Brownfield Plan includes 5% interest, generated annually at the end of the year as simple interest on the total approved, unreimbursed developer Eligible Activities. This cost is estimated at \$838,620.00.

2.2.6 381 Work Plan Preparation

The 381 Work Plan has been prepared in accordance with Act 381. The reasonable costs associated with the preparation of this plan and representation and public meetings has been included as an eligible activity. Costs for this activity are estimated at \$20,000.00.

2.1.4 381 Work Plan Implementation

The 381 Work Plan has been prepared in accordance with Act 381. Implementation of the 381 Work Plan is included as an eligible activity. Costs for this activity are estimated at \$10,000.00.

**2.3 Local Only Eligible Activities**

2.3.1 Assistance with Disposition for Economic Development Purposes

In accordance with Act 381, Section 125.2652(o)(iii)(C) of Act 381 "Assistance



to a qualified local governmental unit or authority in clearing or quieting title to, or selling or otherwise conveying, property owned by or under the control of a qualified local governmental unit or authority or the acquisition of property by a qualified local governmental unit or authority if the acquisition of the property is for economic development purposes,” is included as an eligible activity. These costs included under this eligible activity include Homebuyer assistance counselling, estimated at \$50,000 and a per unit subsidy assigned to 50% of the proposed units, which will be deed restricted to income qualified buyers, totaling \$730,000. These costs are proposed to be reimbursed using capture from local taxing jurisdictions only (“Local Only”).

A contingency of 15% has been added for eligible activities.

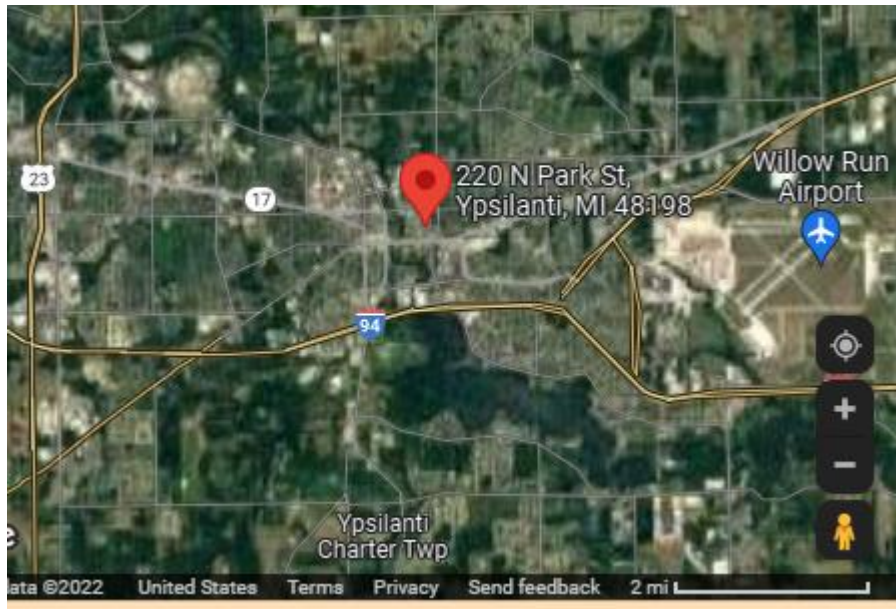
## 2.4 Eligible Activities Costs and Schedule

Act 381 EGLE Eligible Activities Costs and Schedule 220 North Park Street, Ypsilanti Michigan Washtenaw County Brownfield Redevelopment Authority		
EGLE Eligible Activities	Cost	Completion Season/Year
<b>Department Specific Activities</b>		Summer 2022
<b>Due Care Activities</b>		Spring/Summer 2022
<i>Due Care Investigation</i>	\$ 9,250	
<i>BEA and Section 7A Compliance Analysis</i>	\$ 2,500	
<i>Subtotal</i>	\$ 11,750	
<b>Proper Handling of Contaminated Soils</b>		Summer 2022
<i>Excavation, transportation and disposal</i>	\$ 50,000	
<i>Subtotal</i>	\$ 50,000	
EGLE Eligible Activities Subtotal	\$ 61,750	
Contingency (15%)	\$ 9,263	
EGLE Eligible Activities Subtotal	\$ 71,013	
Interest*	\$ 34,943	
EGLE Eligible Activities Total Costs	\$ 105,956	
Act 381 Work Plan Technical Writing	\$ 2,500	Spring/Summer 2022
Work Plan Implementation	\$ 5,000	on-going
EGLE Eligible Activities Total Costs	\$ 113,456	
* Assumes that a portion of the Eligible Activities will be privately financed and a portion will be publicly financed through grants and low to no-interest loans		

<b>Act 381 MSF Eligible Activities Costs and Schedule</b> <b>220 N Park Street, Ypsilanti Michigan</b> <b>Washtenaw County Brownfield Redevelopment Authority</b>	
<b>MSF Eligible Activities</b>	<b>APPROVED AMOUNTS</b>
<b>Demolition</b>	
Site demolition - Removals (fences, sidewalks, former recreation equipment)	\$42,135
<i>Subtotal</i>	\$42,135
<b>Site Preparation</b>	
Temporary erosion control	\$24,325.00
Clearing and Grubbing	\$41,550
Grading	\$28,000
Fill - unstable soils	\$180,000
Soft Costs (Architecture, engineering, legal)	\$39,920
<i>Subtotal</i>	\$313,795
<b>Infrastructure Improvements</b>	
Right of Way Improvements	\$ 1,214,667
Fencing and safety measures along rail ROW	\$ 25,000.00
<i>Subtotal</i>	\$1,239,667
<i>SUBTOTAL MSF ELIGIBLE ACTIVITIES</i>	\$1,595,597
<b>Contingency 15%</b>	<b>\$239,339</b>
<b>Interest (5%)</b>	<b>\$838,620</b>
<b>Brownfield Plan/Act 381 Work Plan Preparation</b>	<b>\$20,000</b>
<b>Brownfield Plan/Act 381 Work Plan Implementation</b>	<b>\$10,000</b>
<b>TOTAL</b>	
<b>TOTAL MSF</b>	<b>\$2,703,556</b>
* Assumes that 50% of Eligible Activities will be privately financed and 50% will be publicly financed through grants and low to no-interest loans	

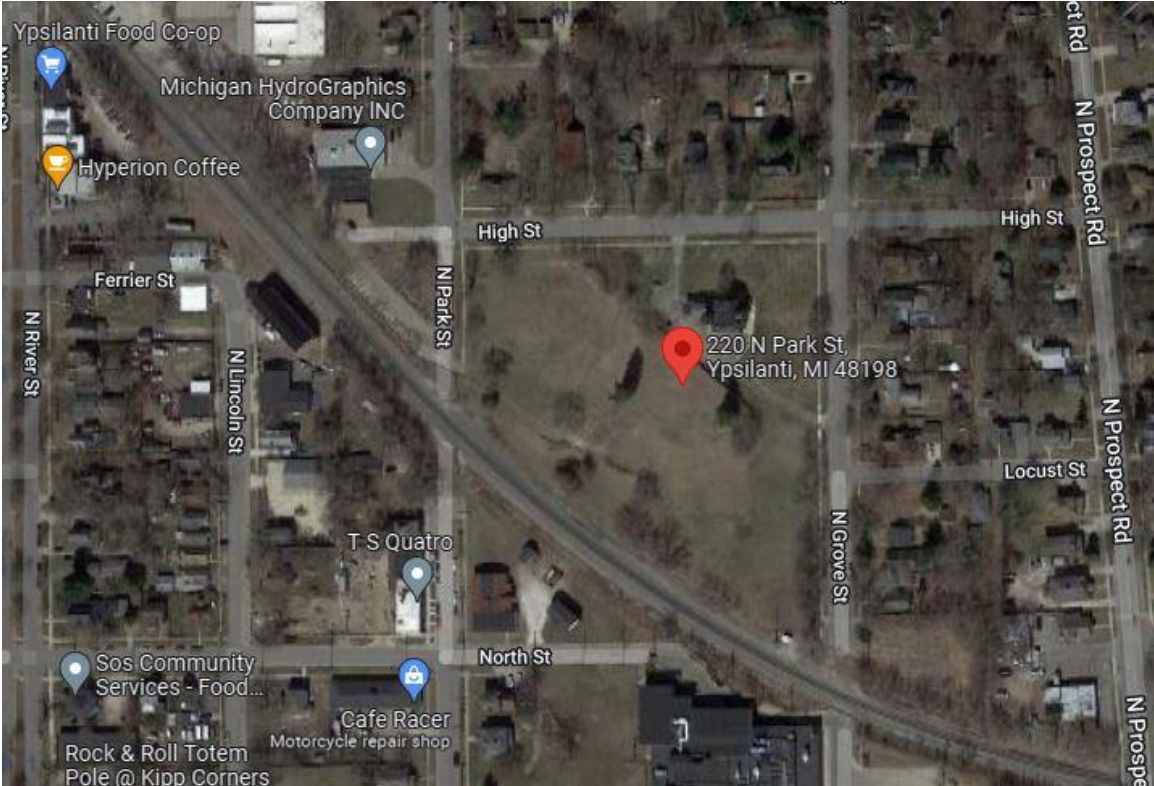
# Figure 1

## Site Property Location Map



# Figure 2

## Eligible Property Map(s)



# **Figure 3**

## **Proposed Sampling Locations**

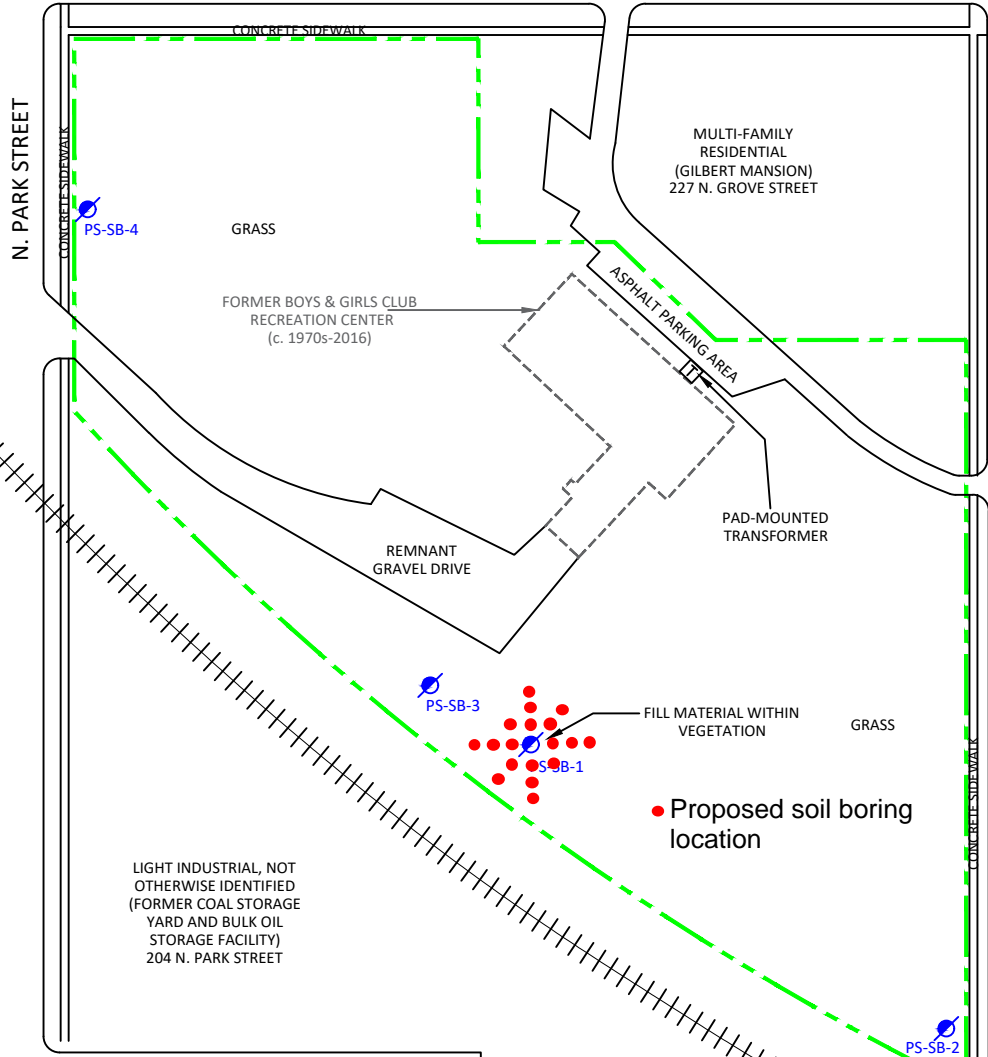


GREAT LAKES DESIGN, LLC  
301 N. PARK STREET

SINGLE-FAMILY RESIDENTIAL  
302 NORTH PARK STREET      SINGLE-FAMILY RESIDENTIAL  
313 HIGH STREET      SINGLE-FAMILY RESIDENTIAL  
315 HIGH STREET

HIGH STREET

UNDEVELOPED LAND,  
REMNANT PAVED  
PARKING LOT  
(FORMER COAL  
STORAGE LOT)  
223 N. PARK STREET



SINGLE-FAMILY RESIDENTIAL  
215 N. PARK STREET  
SINGLE-FAMILY RESIDENTIAL  
213 N. PARK STREET

SINGLE-FAMILY RESIDENTIAL  
224 N. GROVE STREET  
SINGLE-FAMILY RESIDENTIAL  
220 N. GROVE STREET  
SINGLE-FAMILY RESIDENTIAL  
216 N. GROVE STREET

N. GROVE STREET

LOCUST STREET  
SINGLE-FAMILY RESIDENTIAL  
410 LOCUST STREET  
SINGLE-FAMILY RESIDENTIAL  
214 N. GROVE STREET  
SINGLE-FAMILY RESIDENTIAL  
212 N. GROVE STREET

LIGHT INDUSTRIAL, NOT  
OTHERWISE IDENTIFIED  
(FORMER COAL STORAGE  
YARD AND BULK OIL  
STORAGE FACILITY)  
204 N. PARK STREET

● Proposed soil boring location

**LEGEND**  
- - - - - = PROPERTY LINE  
⊕ = SOIL BORING

MARSH PLATING  
(FORMER FOUNDRY & MANUFACTURING)  
103 N. GROVE STREET  
(CERCLIS NFRAP, RCRA TSD, RCRA LQG,  
UST, AST, DESLISTED TANK, WDS)

SINGLE-FAMILY RESIDENTIAL  
208 N. GROVE STREET  
UNDEVELOPED LAND,  
REMNANT PAVED  
PARKING LOT  
(FORMER LIGHT  
INDUSTRIAL AND  
OIL STORAGE)  
(BEA, SHWS, UST, RCRA  
NON-GEN, WDS,  
FIND/FRS)  
206 N. GROVE STREET



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### SITE MAP WITH SOIL BORING LOCATIONS

220 N. PARK STREET  
YPSILANTI, MICHIGAN  
PROJECT NUMBER: 10627F2-2-20

DRAWN BY: MST/OGO  
DATE: 07/28/2021

0 60 120  
SCALE: 1" = 120'

**FIGURE 2**

# Figure 4

## Extent of Known Contamination





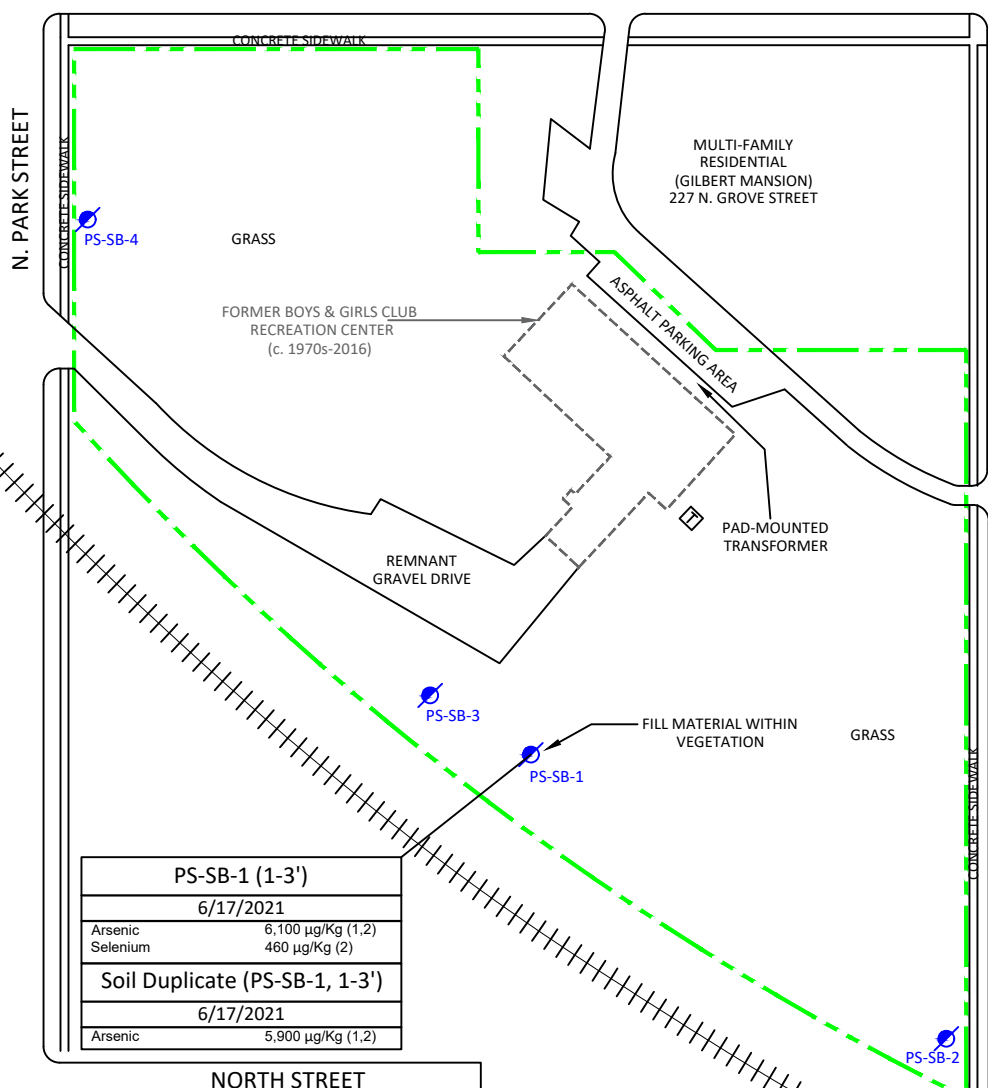
GREAT LAKES DESIGN, LLC  
301 N. PARK STREET

SINGLE-FAMILY RESIDENTIAL  
302 NORTH PARK STREET

SINGLE-FAMILY RESIDENTIAL  
313 HIGH STREET

SINGLE-FAMILY RESIDENTIAL  
315 HIGH STREET

UNDEVELOPED LAND,  
REMNANT PAVED  
PARKING LOT  
(FORMER COAL  
STORAGE LOT)  
223 N. PARK STREET



SINGLE-FAMILY RESIDENTIAL  
215 N. PARK STREET

SINGLE-FAMILY RESIDENTIAL  
213 N. PARK STREET

MULTI-FAMILY RESIDENTIAL  
(GILBERT MANSION)  
227 N. GROVE STREET

SINGLE-FAMILY RESIDENTIAL  
224 N. GROVE STREET

SINGLE-FAMILY RESIDENTIAL  
220 N. GROVE STREET

SINGLE-FAMILY RESIDENTIAL  
216 N. GROVE STREET

LOCUST STREET

SINGLE-FAMILY RESIDENTIAL  
410 LOCUST STREET

SINGLE-FAMILY RESIDENTIAL  
214 N. GROVE STREET  
SINGLE-FAMILY RESIDENTIAL  
212 N. GROVE STREET

SINGLE-FAMILY RESIDENTIAL  
208 N. GROVE STREET

UNDEVELOPED LAND,  
REMNANT PAVED  
PARKING LOT  
(FORMER LIGHT INDUSTRIAL AND  
OIL STORAGE)  
(BEA, SHWS, UST, RCRA  
NON-GEN, WDS,  
FIND/FRS)  
206 N. GROVE STREET

PS-SB-1 (1-3')	
6/17/2021	
Arsenic	6,100 µg/Kg (1,2)
Selenium	460 µg/Kg (2)
Soil Duplicate (PS-SB-1, 1-3')	
6/17/2021	
Arsenic	5,900 µg/Kg (1,2)

**LEGEND**  
 = PROPERTY LINE  
 = SOIL BORING

CRITERIA NOTE

- (1) - Exceeds Residential Drinking Water Protection Criteria
- (2) - Exceeds Groundwater Surface Water Interface Protection Criteria

MARSH PLATING  
(FORMER FOUNDRY & MANUFACTURING)  
103 N. GROVE STREET  
(CERCLIS NFRAP, RCRA TSD, RCRA LQG,  
UST, AST, DESLISTED TANK, WDS)



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**SITE MAP WITH SOIL ANALYTICAL RESULTS  
EXCEEDING PART 201 GENERIC RCC**

220 N. PARK STREET  
YPSILANTI, MICHIGAN  
PROJECT NUMBER: 10627F2-2-20

DRAWN BY: MST/OGO  
DATE: 07/28/2021

0 60 120  
SCALE: 1" = 120'

**FIGURE 3**

# Figure 5

## Color Site Photographs

View of Subject Property Facing South



View of Subject Property Facing North



View of Subject Property Facing West

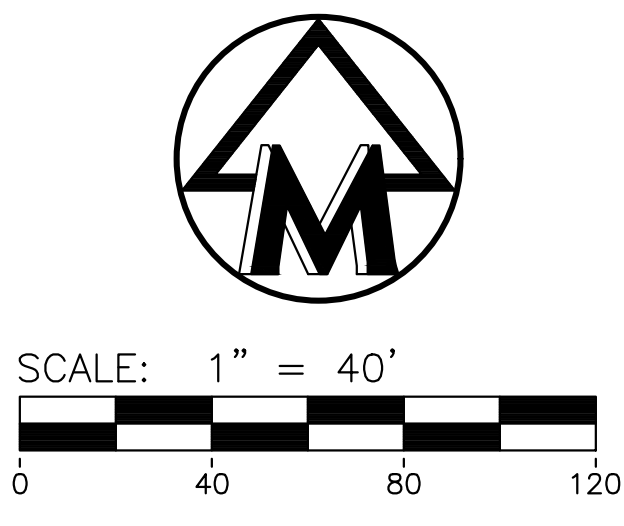
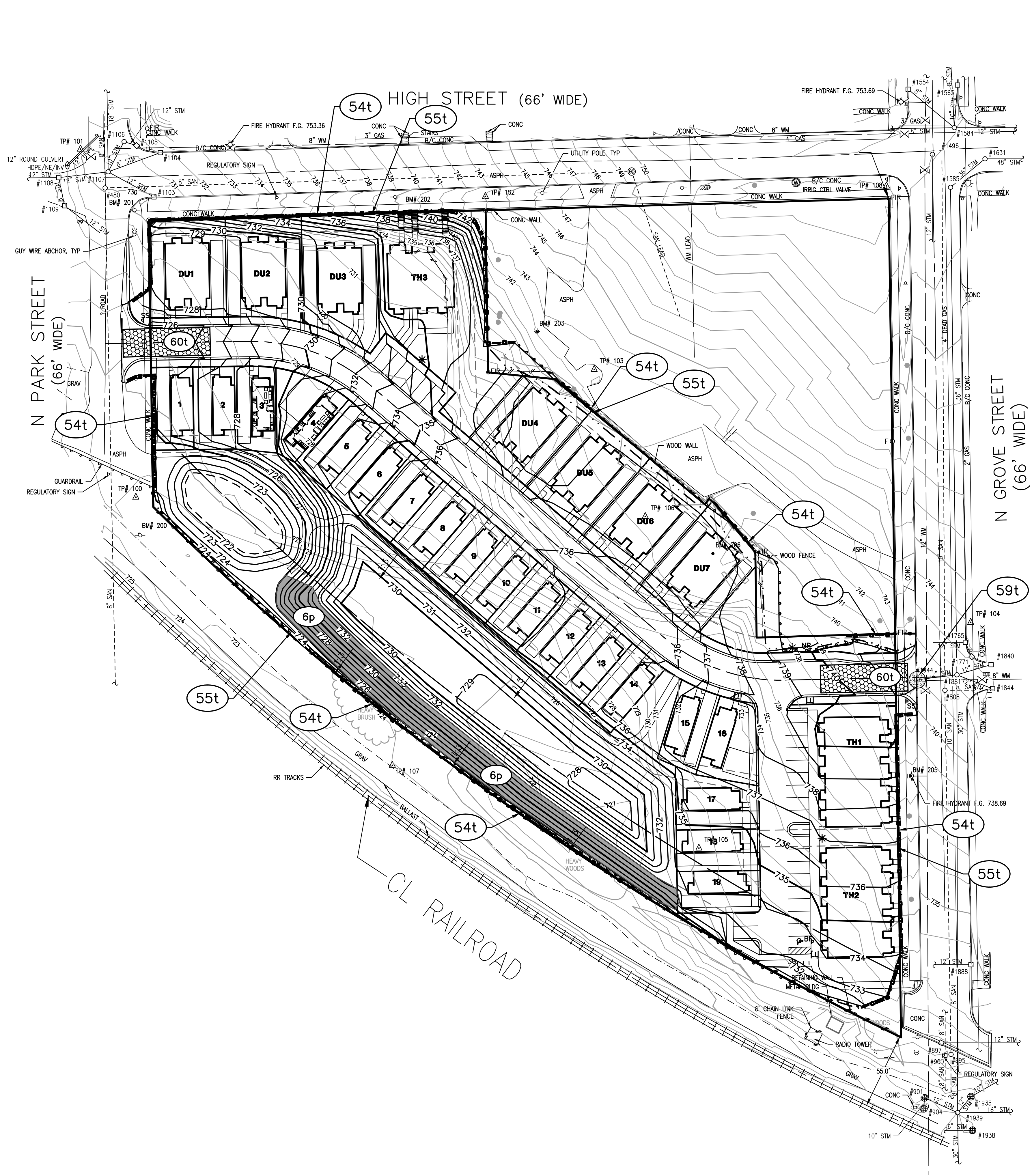


View of Subject Property Facing East



**Figure 6**  
**Proposed Infrastructure Maps**

M:\Civ\132\_Proj\21264\Site Plans\21264GPI.dwg, 6/13/2022 2:19 PM, Jim Ahern, 6 GRADING PLAN, MCLLC PDF, ps3  
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LEGEND	
838	EXIST. CONTOUR
838	PROP. CONTOUR
U.P.	EXIST. UTILITY POLE
GP	EXIST. GUY POLE
GUY WIRE	GUY WIRE
O.H. AT&T	EXIST. OVERHEAD UTILITY LINE
☆	EXIST. LIGHT POLE
GAS	EXIST. GAS LINE
⊗	EXIST. GAS VALVE
f.o.	EXIST. FIBER OPTIC LINE
WM	EXIST. WATER MAIN
⊕	EXIST. HYDRANT
⊕	EXIST. GATE VALVE IN BOX
⊕	EXIST. CURB STOP & BOX
⊕	EXIST. STORM SEWER
⊕	EXIST. CATCH BASIN OR INLET
⊕	EXIST. BEEHIVE INLET
⊕	CULVERT
⊕	EXIST. SANITARY SEWER
⊕	EXIST. CLEANOUT
⊕	C/L OF DITCH
⊕	SIGN
⊕	TELEPHONE RISER
⊕	POST
⊕	WELL
⊕	FENCE
⊕	GUARDRAIL
⊕	SINGLE TREE
⊕	TREE OR BRUSH LIMIT
⊕	FOUND IRON PIPE
⊕	CONTROL PT.
⊕	LIMITS OF DISTURBANCE

**SOIL EROSION AND SEDIMENTATION CONTROL NOTES**

- ALL SOIL EROSION CONTROL MEASURES SHALL COMPLY WITH THE CITY OF YPSILANTI ORDINANCES, WASHTENAW COUNTY STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, AND STATE OF MICHIGAN "SOIL EROSION AND SEDIMENTATION CONTROL ACT" (ACT #347).
- PRIOR TO COMMENCING EARTHMOVING OPERATIONS, THE GRADING CONTRACTOR SHALL INSTALL THE MUD TRACKING MAT, THE SILT FENCE AND TEMPORARY INLET FILTER(S) SHOWN ON THE PLANS.
- ANY LAWN AREA WHICH WILL HAVE A SLOPE STEEPER THAN 6:1 (6 FT. MEASURED HORIZONTALLY AND 1 FT. MEASURED VERTICALLY) SHALL BE SODDED AND PEGGED OR SEEDDED AND MULCHED USING A SOIL EROSION CONTROL FABRIC OR BLANKET. HYDROSEEDING MAY BE USED IN LIEU OF SEED AND MULCH OR SOD WHERE SLOPES ARE FLATTER THAN 6:1.
- THE ACTUAL LOCATION OF THE MUD TRACKING MATS MAY BE ADJUSTED BY THE CONTRACTOR TO MATCH CONTRACTOR'S OPERATIONS AND FIELD CONDITIONS BUT ONLY IF APPROVED BY THE ENGINEER.
- ALL DISTURBED AREAS, EVEN WHERE FUTURE PAVEMENT IS PROPOSED, ARE TO BE REVEGETATED PER COUNTY STANDARDS FOR TEMPORARY SEEDING.
- BOTH INTERNAL AND EXTERNAL STREETS WILL BE CLEANED OF ANY MUD IMMEDIATELY FOLLOWING EACH MUD TRACKING OCCURRENCE.
- ALL EXPOSED EARTH SHALL BE STABILIZED WITH SEED AND MULCH WITHIN 5 DAYS OF FINAL GRADE. SEDIMENT BASINS SHALL BE STABILIZED WITH SEED AND STRAW MULCH BLANKETS. STRAW MULCH BLANKETS SHALL BE STAKED INTO THE GROUND 5 DAYS AFTER THE CONSTRUCTION OF THE SEDIMENT BASIN.
- DRAINAGE FROM NEW IMPERVIOUS AREA IS TO BE DIRECTED TO THE ON-SITE STORM WATER MANAGEMENT SYSTEM.
- DITCHES, SWALES, AND OTHER AREAS THAT WILL CHANNEL CONCENTRATED RUNOFF MUST BE STABILIZED WITHIN 15 DAYS OF CONSTRUCTION.
- AREAS OF EARTH CHANGE THAT ARE DISTURBED BEYOND THE FALL SEEDING DEADLINE (NOV. 1) MUST BE TEMPORARILY STABILIZED WITH A MINIMUM OF STRAW MULCH SECURELY CRIMPED TO THE GROUND.

**MAINTENANCE REQUIREMENTS**

- ALL SILT FENCE SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. IF AT ANY TIME THE DEPTH OF SILT AND SEDIMENT COMES TO WITHIN 12" OF THE TOP OF ANY SILT FENCE, ALL SILT AND SEDIMENT SHALL BE REMOVED TO ORIGINAL GRADE.
- ONLY UPON STABILIZATION OF ALL DISTURBED AREAS MAY THE SILT FENCE AND TEMPORARY GRAVEL FILTERS BE REMOVED. ALSO, ALL STORM SEWERS MUST BE CLEANED OF ALL SEDIMENT.

**SOIL EROSION CONTROL MEASURES**

t = temporary p = permanent

<b>8</b>	SODDING	<b>6</b>	SEEDING WITH MULCH AND/OR MATING
<b>54</b>	CONSTRUCTION FENCE OR SNOW FENCE	<b>58</b>	CURB INLET FILTER
<b>55</b>	GEOTEXTILE SILT FENCE	<b>59</b>	C.B./INLET FILTER
		<b>60</b>	MUD TRACKING MAT

CONSTRUCTION SEQUENCE	SOIL EROSION CONTROL MEASURES
PRIOR TO CONSTRUCTION	- PRE-GRADING MEETING WITH SOIL EROSION CONTROL STAFF - IDENTIFY CONSTRUCTION LIMITS - INSTALL SILT FENCE - INSTALL INLET FILTERS
CONSTRUCT UTILITIES	- MAINTAIN EXISTING CONTROLS - DETENTION FACILITIES MUST BE INSTALLED AND FUNCTIONING PRIOR TO THE CONSTRUCTION OF ANY STRUCTURES
PERFORM PAVING	- MAINTAIN EXISTING CONTROLS - INSTALL INLET FILTERS
FINE GRADE SITE	- SOD AND MULCH DISTURBED AREAS - MAINTAIN EXISTING CONTROLS
CLEAN UP SITE	- RE-SOD OR SEED MULCH AREAS THAT HAVE NOT TAKEN - MAINTAIN EXISTING CONTROLS
AFTER DISTURBED AREAS HAVE STABLE VEGETATION	- REMOVE INLET FILTERS - CLEAN OUT INLET SUMPS

**PERMANENT MAINTENANCE TASKS AND SCHEDULE**

Components	OPERATION TIME SCHEDULE - BEGINNING JUNE 2022											
	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY
Inspect for sediment accumulation												
Removal of sediment accumulation												
Inspect for floatables and debris												
Cleaning of floatables and debris												
Inspection for erosion												
Re-establish permanent vegetation on eroded slopes												
Clean pavement												

CONSTRUCTION SEQUENCE	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY
INSTALL AND MAINTAIN SOIL EROSION CONTROL MEASURES AS REQUIRED												
STRIP AND MASS GRADE SITE												
INSTALL UTILITIES												
PAVING OPERATIONS												
SEEDING AND PLANTINGS												
CLEANUP SITE												

The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

**MIDWESTERN CONSULTING**  
 3845 Plaza Drive Ann Arbor, Michigan 48108  
 (734) 995-0200 • www.midwesternconsulting.com  
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 Wireless Communications • Transportation • Landfill Services

---

**CLIENT**  
 RENOWARE YPSILANTI HOMES, LLC  
 42 WATSON STREET, SUITE B  
 DETROIT, MICHIGAN 48201

---

**220 N. PARK STREET PUD**  
 PUD SITE PLAN  
 GRADING PLAN

---

**6**

---

DATE: 03/16/22  
 SHEET 6 OF 15  
 REV. DATE: 04/14/22  
 CADD: JAB  
 REV. DATE: 05/13/22  
 ENG: JCA  
 P.M.: KEB  
 TECH: KEB  
 FILE: 21264GPI

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**JOB No. 21264**  
 PER MUNICIPAL COMMENTS  
 PER MUNICIPAL COMMENTS

# Figure 7

## Site Preparation Maps

**Figure 8**  
**Proposed Renderings**

# 220 N PARK ST DEVELOPMENT

YPSILANTI, MICHIGAN

4/29/2022



BARRY J. POLZIN  
ARCHITECTS

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# 220 N PARK ST DEVELOPMENT

YPSILANTI, MICHIGAN

4/29/2022



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# 220 N PARK ST DEVELOPMENT

YPSILANTI, MICHIGAN

4/29/2022



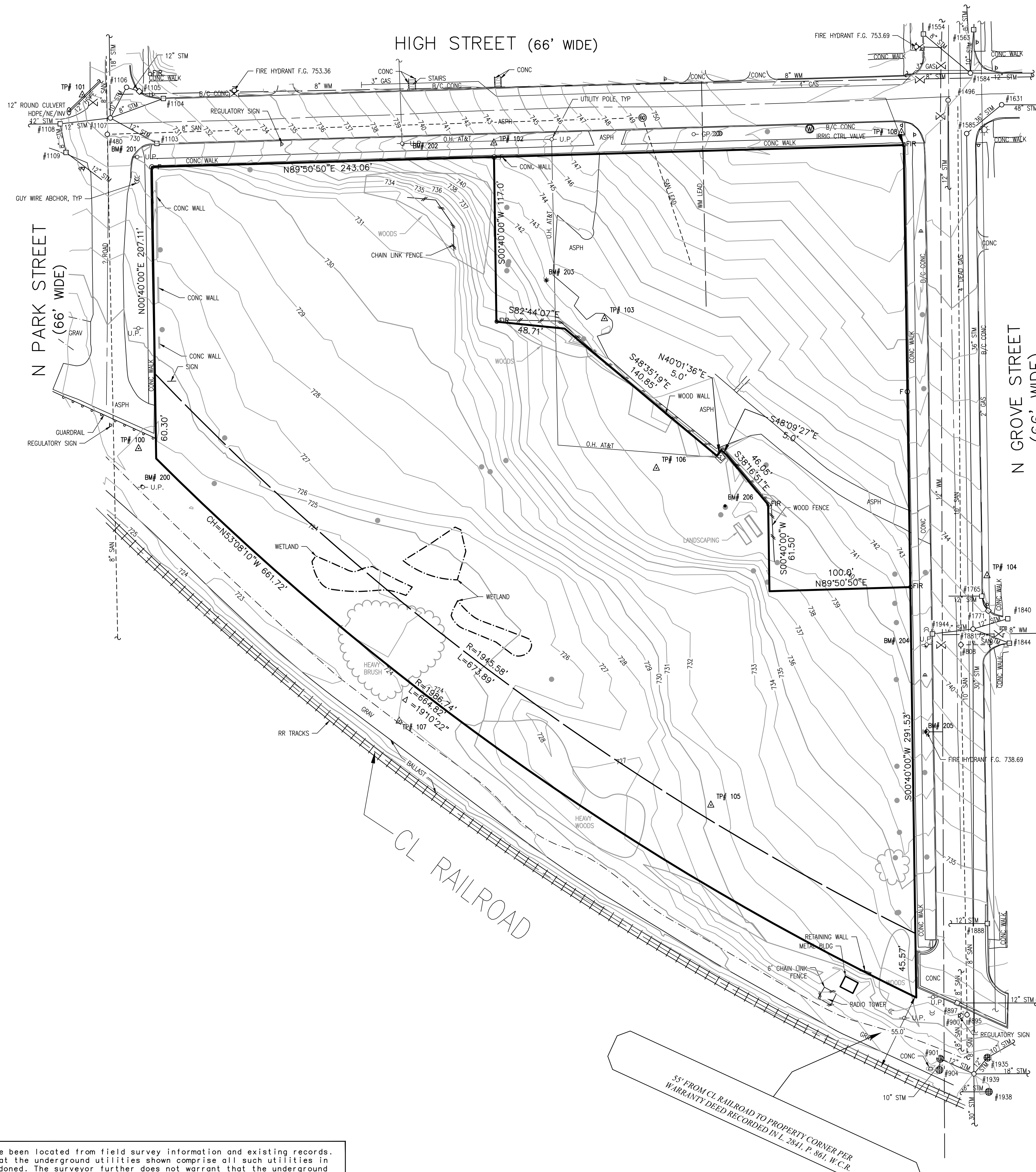
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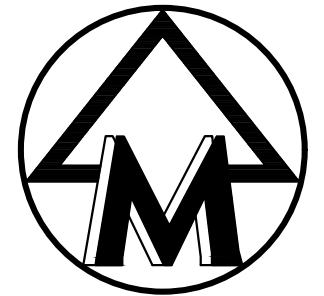
**Figure 9**  
**Proposed Engineering Site Plans**



M:\Civil\132\_Proj\13226A\Site Plan\13226A.dwg, 5/13/2022 9:32 AM, Title R, Fix-Webber.th, 2 EXISTING CONDITIONS, MCLLC PDF, .p3  
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SCALE: 1" = 40'



**LEGAL DESCRIPTION**

OVERALL PARCEL (11-11-09-111-004)  
(AS SURVEYED)  
A parcel of land being part of the NE 114 of Section 9, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan, described as follows:  
Commencing at the NE corner of L of 60 of "Gilberts Addition" to the City of Ypsilanti, a subdivision of part of the East 1/2 of Section 9, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan, as recorded in Liber 45, Page 153, Washtenaw County Records; thence S00°40'00"W 314.0 feet along the East line of said Lot 60 and the West right of way line of N Grove Street (66 feet wide) to the Point of Beginning; thence continuing along said line S00°40'00"W 291.53 feet, thence 664.82 feet along a curve to the right having a radius of 1986.74 feet, delta 19°10'22" chord bears N 3°38'01"W 661.72 feet to a point on the West line of said L of 60 and the East right of way line of N Park Street (66 feet wide); thence along said line N 00°40'00"E 207.11 feet; thence N 89°50'50"E 243.06 feet along the North line of said L of 60 and the South right of way line of High Street (66 feet wide); thence S00°40'00"W 117.0 feet; thence S 82°44'07"E 48.71 feet; thence S 48°35'19"E 140.85 feet; thence N 40°01'36"E 5.0 feet; thence S 48°09'27"E 5.0 feet; thence S 38°16'51"E 46.05 feet; thence S 00°40'00"W 61.50 feet; thence N 89°50'50"E 100.0 feet to the Point of Beginning.

Contains 165,608 square feet or 3.802 acres of land, more or less. Subject to all easements of record, if any.

**BENCHMARKS**  
NOT PROVIDED

**LEGEND**

	838	EXIST. CONTOUR
	×836.2	PROP. CONTOUR
	36.60	EXIST. SPOT ELEVATION
	U.P.	PROP. SPOT ELEVATION
	U.P.	EXIST. UTILITY POLE
	U.P.	EXIST. UTILITY POLE W/ TRANS.
	GUY WIRE	GUY WIRE
	ELEC. TRANSFORMER	ELEC. TRANSFORMER
	AC UNIT	EXIST. AC UNIT
	GENERATOR	EXIST. GENERATOR
	OVERHEAD UTILITY LINE	EXIST. OVERHEAD UTILITY LINE
	LIGHT POLE	EXIST. LIGHT POLE
	TELEPHONE LINE	PROP. LIGHT POLE
	ELECTRIC LINE	EXIST. TELEPHONE LINE
	GAS LINE	EXIST. ELECTRIC LINE
	GAS VALVE	EXIST. GAS LINE
	FIBER OPTIC LINE	EXIST. GAS VALVE
	WATER MAIN	EXIST. FIBER OPTIC LINE
	WATER MAIN	EXIST. WATER MAIN
	HYDRANT	PROP. WATER MAIN
	GATE VALVE IN BOX	EXIST. HYDRANT
	GATE VALVE IN BOX	EXIST. GATE VALVE IN BOX
	GATE VALVE IN WELL	PROP. GATE VALVE IN BOX
	GATE VALVE IN WELL	EXIST. GATE VALVE IN WELL
	CURB STOP & BOX	PROP. GATE VALVE IN WELL
	CURB STOP & BOX	EXIST. CURB STOP & BOX
	REDUCER	PROP. CURB STOP & BOX
	BLOW-OFF	REDUCER
	BLOW-OFF	EXIST. BLOW-OFF
	POST INDICATOR VALVE	PROP. BLOW-OFF
	POST INDICATOR VALVE	EXIST. POST INDICATOR VALVE
	THRUST BLOCK	POST INDICATOR VALVE
	FIRE DEPARTMENT CONNECTION	THRUST BLOCK
	FIRE DEPARTMENT CONNECTION	PROP. KNOXBOX
	STORM SEWER	EXIST. FIRE DEPARTMENT CONNECTION
	STORM SEWER	PROP. FIRE DEPARTMENT CONNECTION
	CATCH BASIN OR INLET	EXIST. STORM SEWER
	CATCH BASIN OR INLET	PROP. STORM SEWER
	CATCH BASIN OR INLET	EXIST. CATCH BASIN OR INLET
	CATCH BASIN OR INLET	PROP. CATCH BASIN OR INLET
	BEEHIVE INLET	EXIST. BEEHIVE INLET
	BEEHIVE INLET	PROP. BEEHIVE INLET
	ROOF DRAIN	EXIST. ROOF DRAIN
	ROOF DRAIN	PROP. ROOF DRAIN
	END SECTION	END SECTION
	HEAD WALL	HEAD WALL
	CULVERT	CULVERT
	DOWNSPOUT	EXIST. DOWNSPOUT
	DOWNSPOUT	PROP. DOWNSPOUT
	SANITARY SEWER	EXIST. SANITARY SEWER
	SANITARY SEWER	PROP. SANITARY SEWER
	CLEANOUT	EXIST. CLEANOUT
	CLEANOUT	PROP. CLEANOUT
	C/L OF DITCH	C/L OF DITCH
	DRAINAGE DIRECTION	DRAINAGE DIRECTION
	SIGN	SIGN
	SIGN	SIGN
	TREE OR BRUSH LIMIT	TREE OR BRUSH LIMIT
	FENCE	FENCE
	SILT FENCE	SILT FENCE
	LIMITS OF DISTURBANCE	LIMITS OF DISTURBANCE
	CONSTRUCTION FENCE	CONSTRUCTION FENCE
	FF	FINISH FLOOR ELEVATION
	GF	GARAGE FLOOR ELEVATION
	BFF	BASEMENT FINISH FLOOR ELEVATION

**220 N. PARK STREET PUD**  
PUD SITE PLAN  
EXISTING CONDITIONS

**2**

DATE: 03/16/22	REV. DATE: 05/13/22
SHEET 2 OF 15	ADD: KJB
ENG: JCA	PM: KEB
TECH: KEB	TECH: KEB
PER MUNICIPAL COMMENTS:	TECH: KEB

**21264**

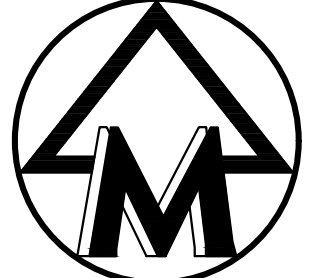
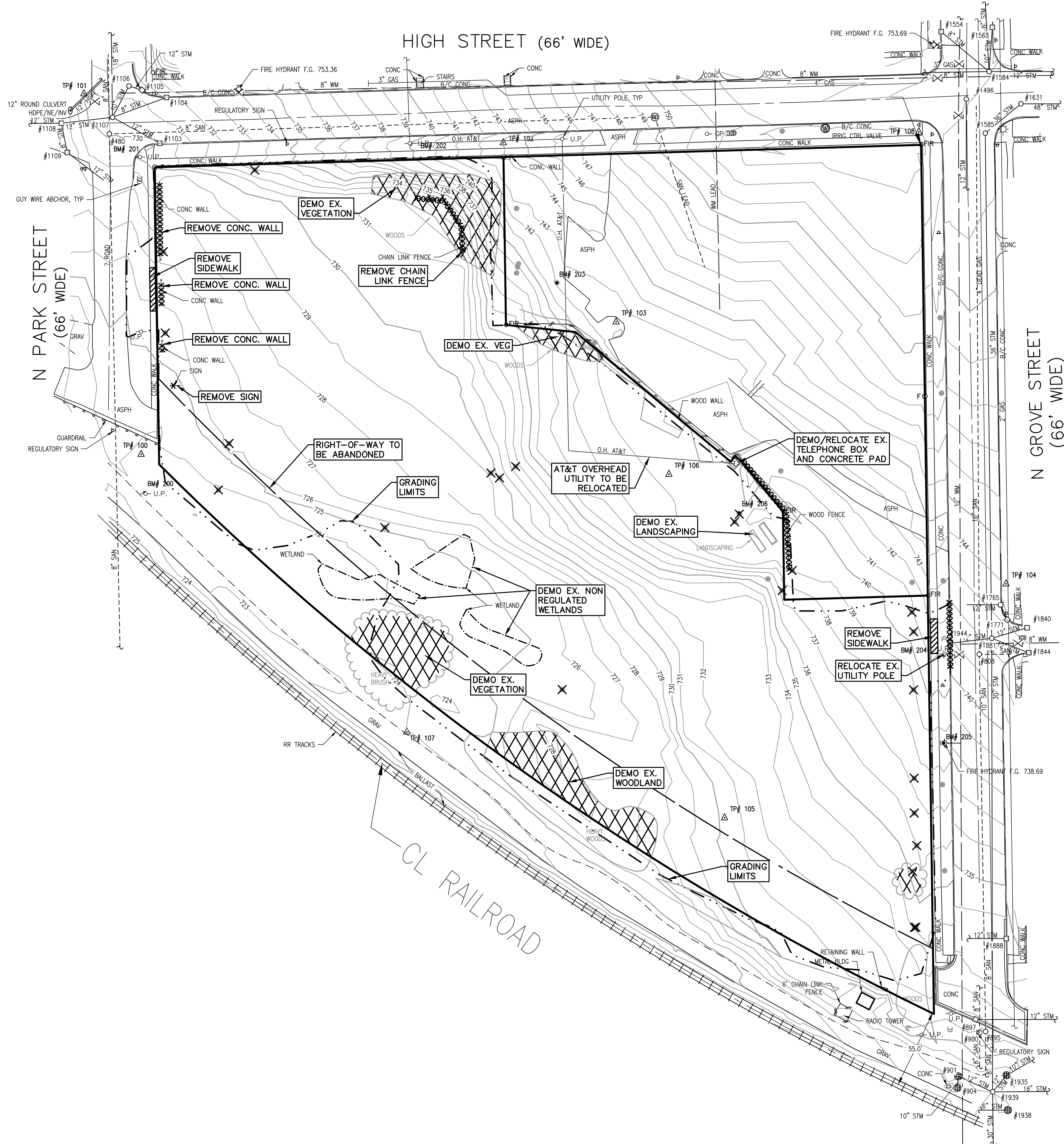
JOB No. 21264  
REVISIONS:  
PER MUNICIPAL COMMENTS

CLIENT  
RENOVARE YPSILANTI HOMES, LLC  
42 WATSON STREET, SUITE B  
DETROIT, MICHIGAN 48201

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3815 Plaza Drive Ann Arbor, Michigan 48108  
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M:\CIVIL\2022\21264\Site Plan\21264.dwg, 5/13/2022 9:32 AM, Title B, Fix-Webserver.th, 3 DEMOLITION PLAN, MLLC PDF ps3  
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SCALE: 1" = 40'  
0 40 80 120



LEGEND	
838	EXIST. CONTOUR
○-○ U.P.	EXIST. UTILITY POLE
○-○ GP	EXIST. GUY POLE
—	GUY WIRE
○-H, AT&T	EXIST. OVERHEAD UTILITY LINE
⊕	EXIST. LIGHT POLE
⊕	EXIST. GAS LINE
⊕	EXIST. GAS VALVE
f.o.	EXIST. FIBER OPTIC LINE
WM	EXIST. WATER MAIN
⊕	EXIST. HYDRANT
⊕	EXIST. GATE VALVE IN BOX
⊕	EXIST. CURB STOP & BOX
STIM	EXIST. STORM SEWER
⊕	EXIST. CATCH BASIN OR INLET
⊕	EXIST. BEEHIVE INLET
SAN	EXIST. SANITARY SEWER
○	EXIST. CLEANOUT
C/L	C/L OF DITCH
⊕	SIGN
⊕	TELEPHONE RISER
⊕	POST
⊕	WELL
—	FENCE
—	GUARDRAIL
○	SINGLE TREE
○	TREE OR BRUSH LIMIT
—	FOUND IRON PIPE
△	CONTROL PT.
XXXXXXXXXXXXXXXXXXXX	SITE FEATURE TO BE REMOVED
X	TREE TO BE REMOVED
---	GRADING LIMITS

The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

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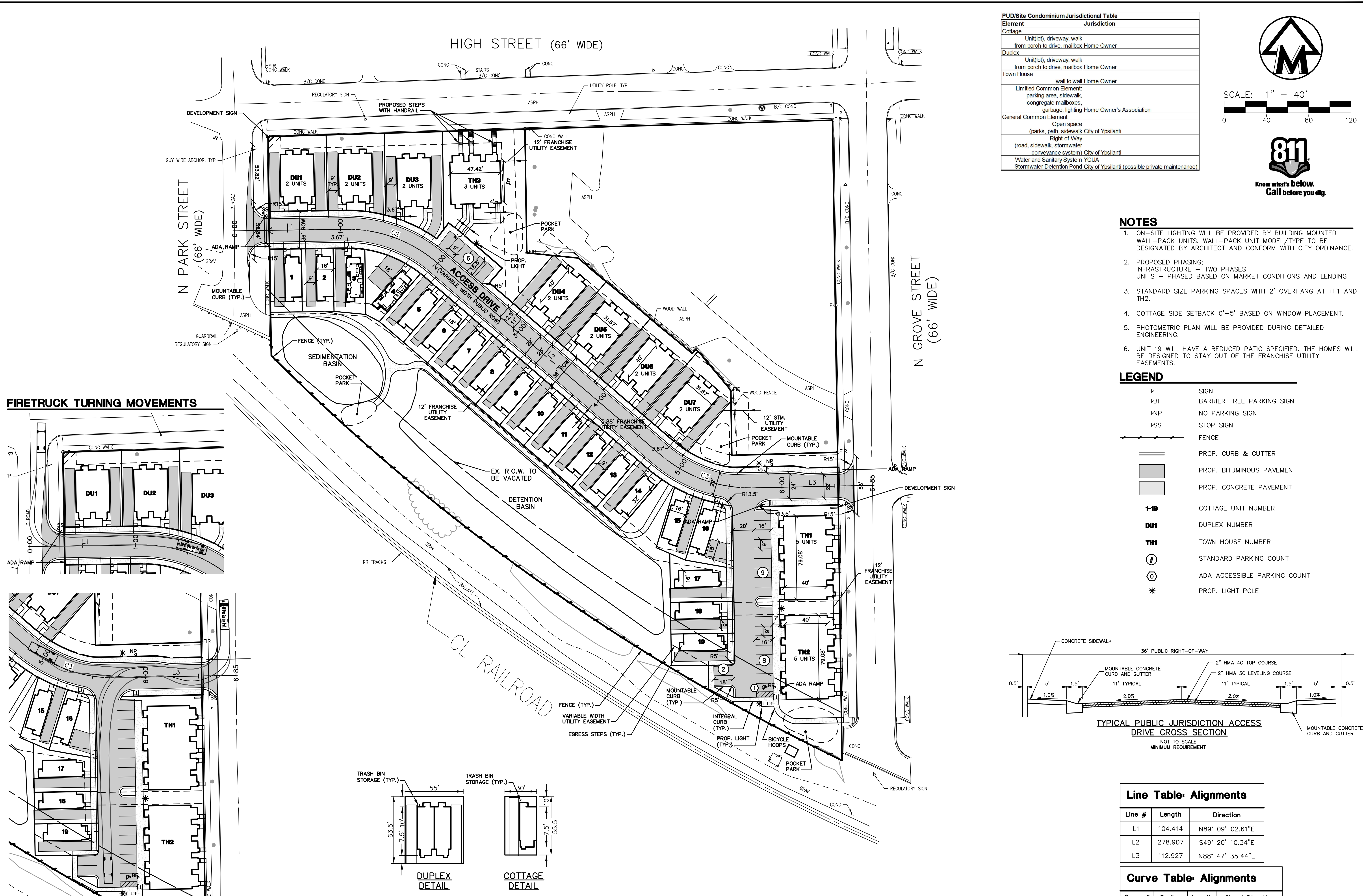
CLIENT  
RENOVARE YPSILANTI HOMES, LLC  
42 WATSON STREET, SUITE B  
DETROIT, MICHIGAN 48201

**220 N. PARK STREET PUD**  
PUD SITE PLAN  
DEMOLITION PLAN

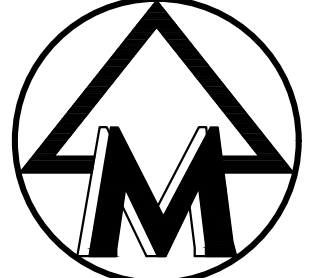
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JOB No. <b>21264</b>	DATE: 03/16/22
REVISIONS:	SHEET 3 OF 15
PER MUNICIPAL COMMENTS	REV. DATE: 05/17/22
PER MUNICIPAL COMMENTS	CADD: KJB
PER MUNICIPAL COMMENTS	ENG: JCA
PER MUNICIPAL COMMENTS	05/13/22
PER MUNICIPAL COMMENTS	PM: KEB
PER MUNICIPAL COMMENTS	TECH: KEB
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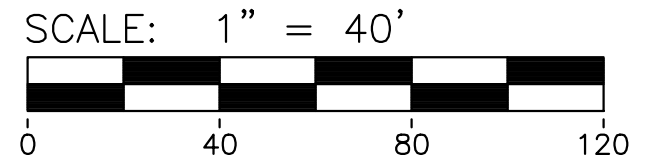

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Element	Jurisdiction
Cottage	
Unit(lot), driveway, walk from porch to drive, mailbox	Home Owner
Duplex	
Unit(lot), driveway, walk from porch to drive, mailbox	Home Owner
Town House	
wall to wall	Home Owner
Limited Common Element: parking area, sidewalk, congregate mailboxes, garbage, lighting	Home Owner's Association
General Common Element	
Open space (parks, path, sidewalk)	City of Ypsilanti
Right-of-Way (road, sidewalk, stormwater conveyance system)	City of Ypsilanti
Water and Sanitary System	YCUA
Stormwater Detention Pond	City of Ypsilanti (possible private maintenance)



SCALE: 1" = 40'

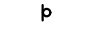
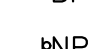

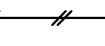



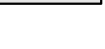









Know what's below.  
Call before you dig.

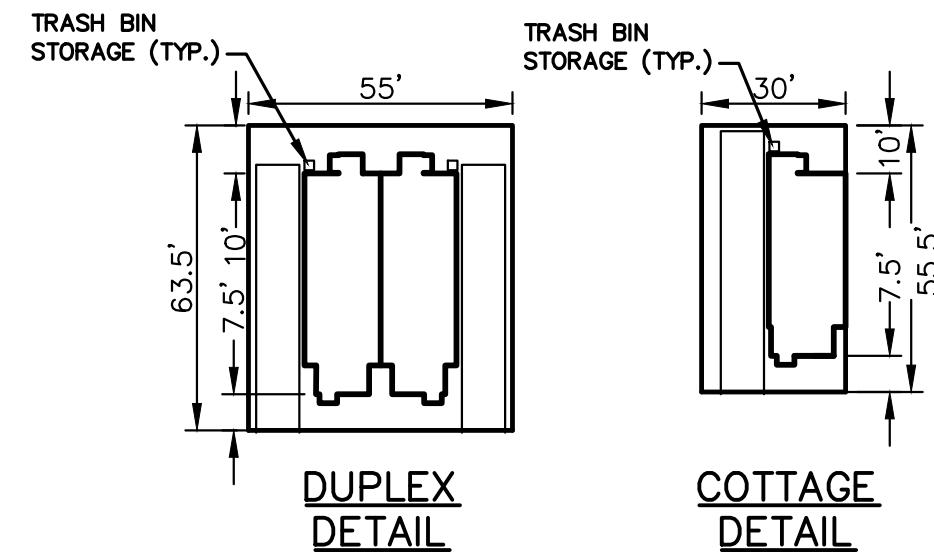
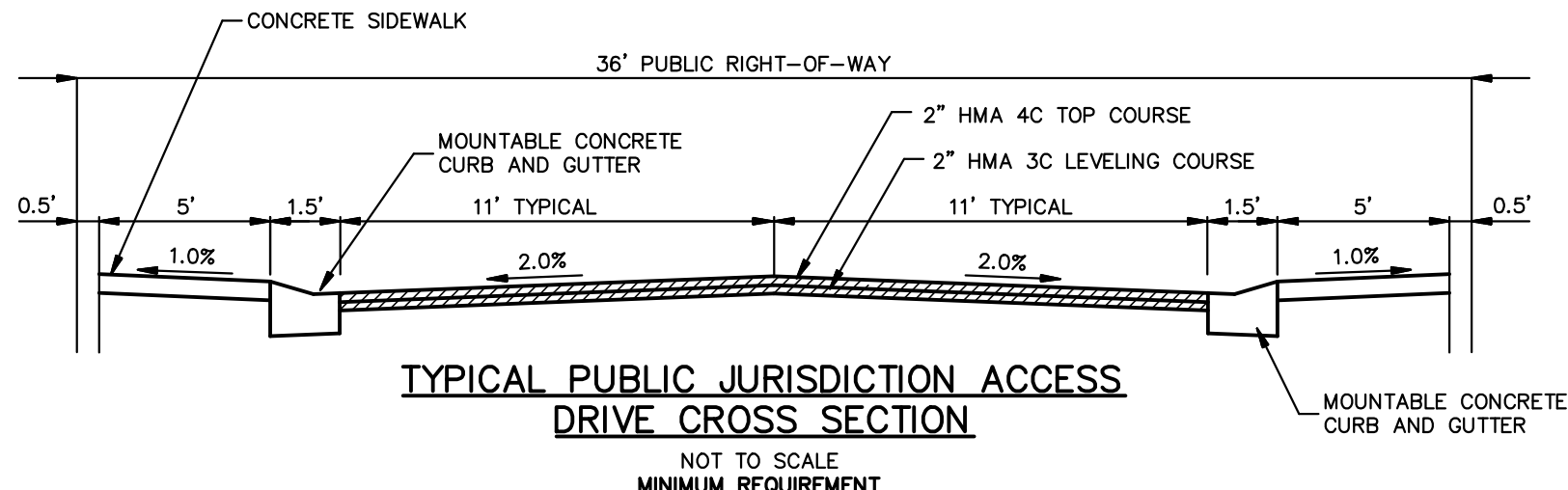
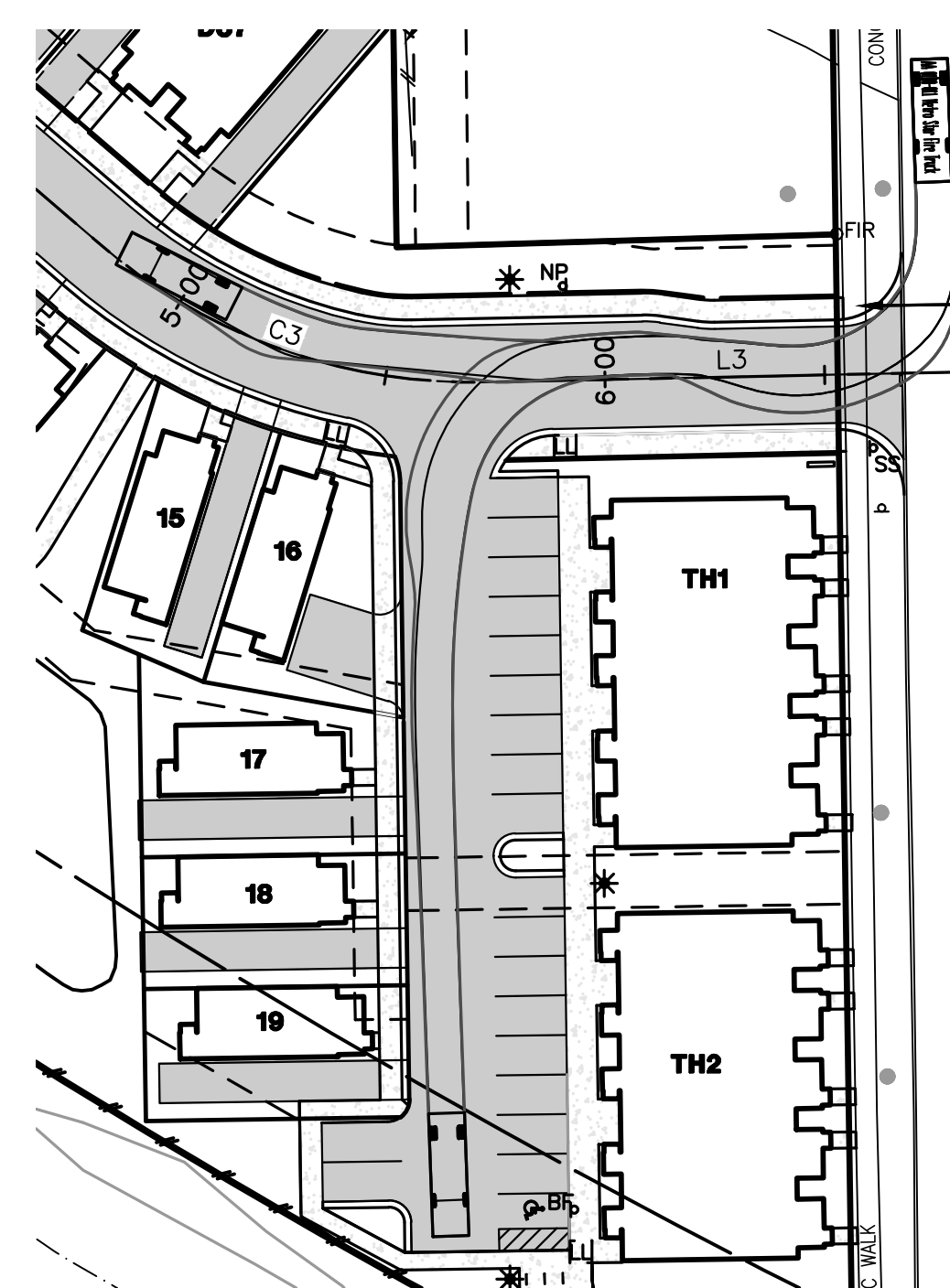
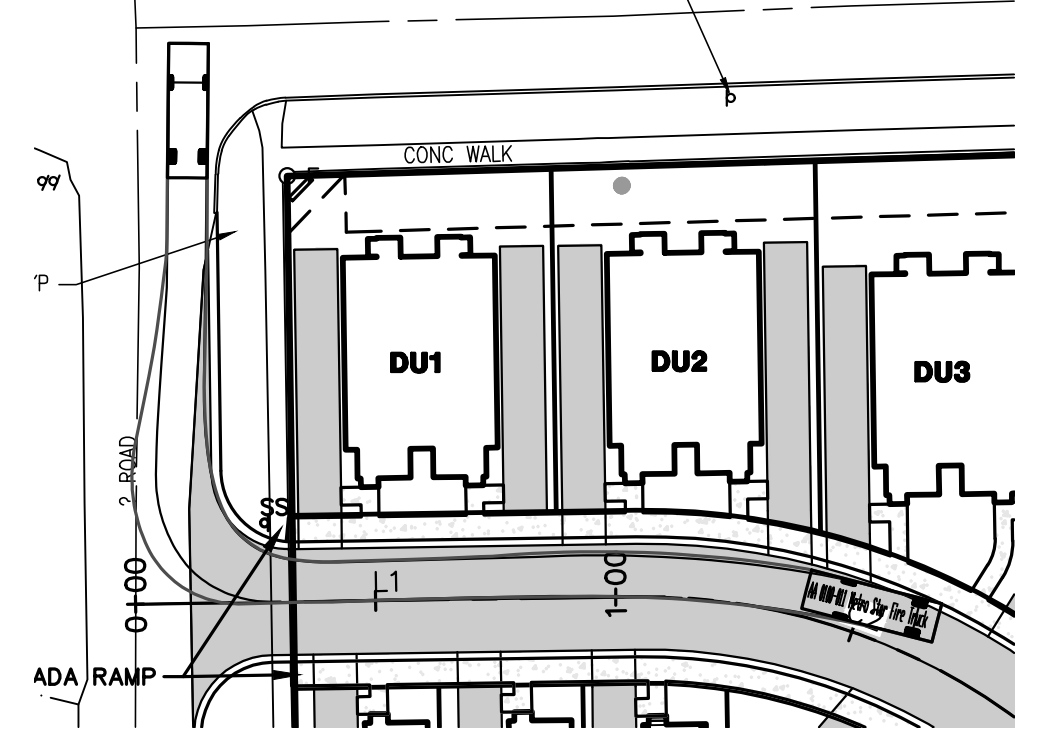
**NOTES**

- ON-SITE LIGHTING WILL BE PROVIDED BY BUILDING MOUNTED WALL-PACK UNITS. WALL-PACK UNIT MODEL/TYPE TO BE DESIGNATED BY ARCHITECT AND CONFORM WITH CITY ORDINANCE.
- PROPOSED PHASING: INFRASTRUCTURE - TWO PHASES UNITS - PHASED BASED ON MARKET CONDITIONS AND LENDING
- STANDARD SIZE PARKING SPACES WITH 2' OVERHANG AT TH1 AND TH2.
- COTTAGE SIDE SETBACK 0'-5' BASED ON WINDOW PLACEMENT.
- PHOTOMETRIC PLAN WILL BE PROVIDED DURING DETAILED ENGINEERING.
- UNIT 19 WILL HAVE A REDUCED PATIO SPECIFIED. THE HOMES WILL BE DESIGNED TO STAY OUT OF THE FRANCHISE UTILITY EASEMENTS.

**LEGEND**

-  SIGN
-  BARRIER FREE PARKING SIGN
-  NO PARKING SIGN
-  STOP SIGN
-  FENCE
-  PROP. CURB & GUTTER
-  PROP. BITUMINOUS PAVEMENT
-  PROP. CONCRETE PAVEMENT
-  COTTAGE UNIT NUMBER
-  DUPLEX NUMBER
-  TOWN HOUSE NUMBER
-  STANDARD PARKING COUNT
-  ADA ACCESSIBLE PARKING COUNT
-  PROP. LIGHT POLE

**FIRETRUCK TURNING MOVEMENTS**



**Line Table Alignments**

Line #	Length	Direction
L1	104.414	N89° 09' 02.61"E
L2	278.907	S49° 20' 10.34"E
L3	112.927	N88° 47' 35.44"E

**Curve Table Alignments**

Curve #	Radius	Length	Chord Direction
C2	130.000	94.190	S70° 05' 33.86"E
C3	130.000	95.001	S70° 16' 17.45"E

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DETROIT, MICHIGAN 48201

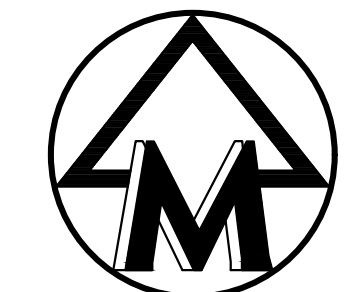
**220 N. PARK STREET PUD**  
PUD SITE PLAN  
SITE PLAN

**4**

DATE: 03/16/22  
SHEET 4 OF 15  
REV. DATE: 05/14/22  
REV. DATE: 05/10/22  
REV. DATE: 05/13/22  
CADD: KJB  
ENG: JCA  
PM: KEB  
TECH: Z&GSP1  
FSA

JOB No. **21264**

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SCALE: 1" = 40'  
 0 40 80 120



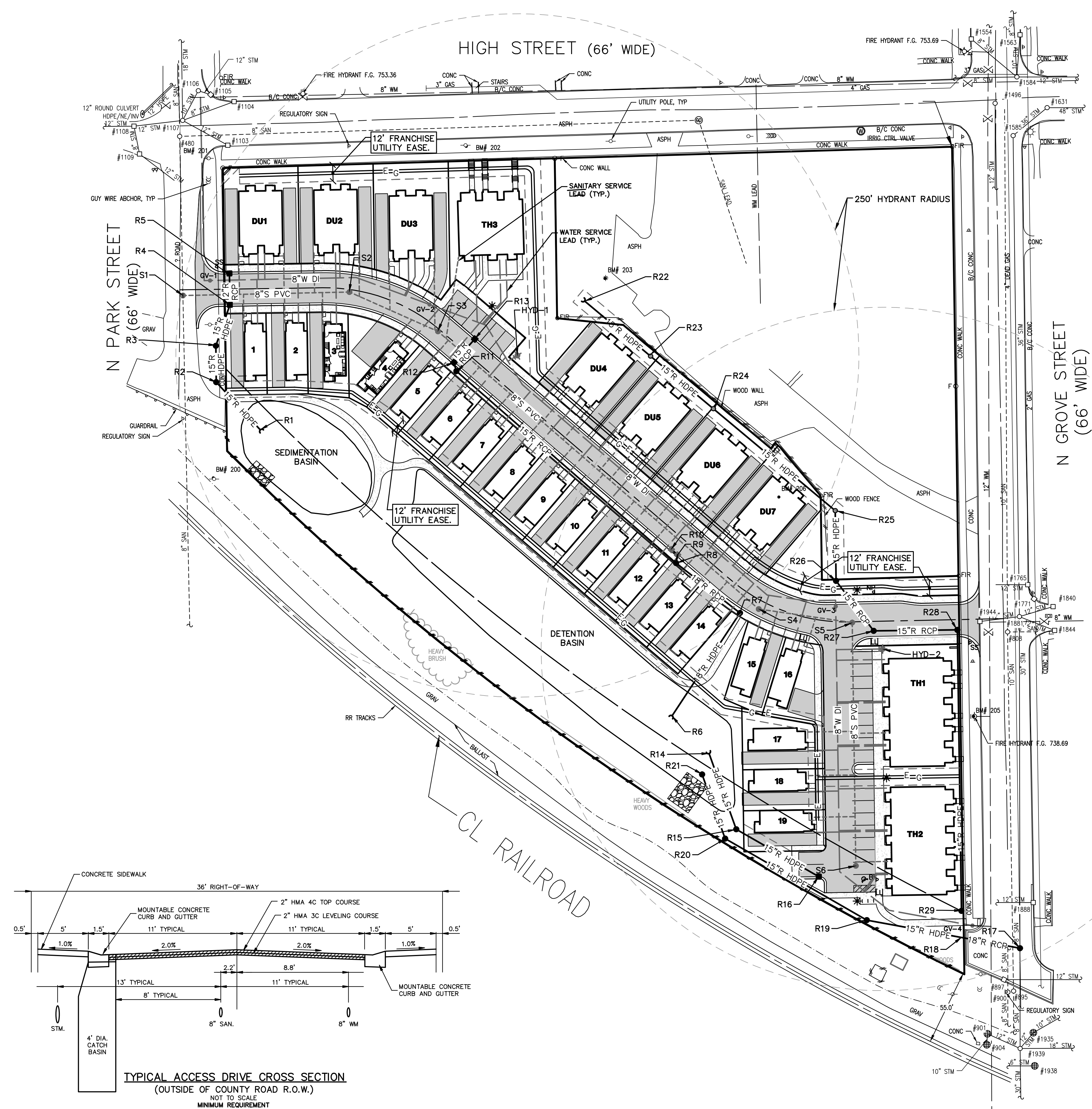
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**220 N. PARK STREET PUD**  
 PUD SITE PLAN  
 OVERALL UTILITY PLAN

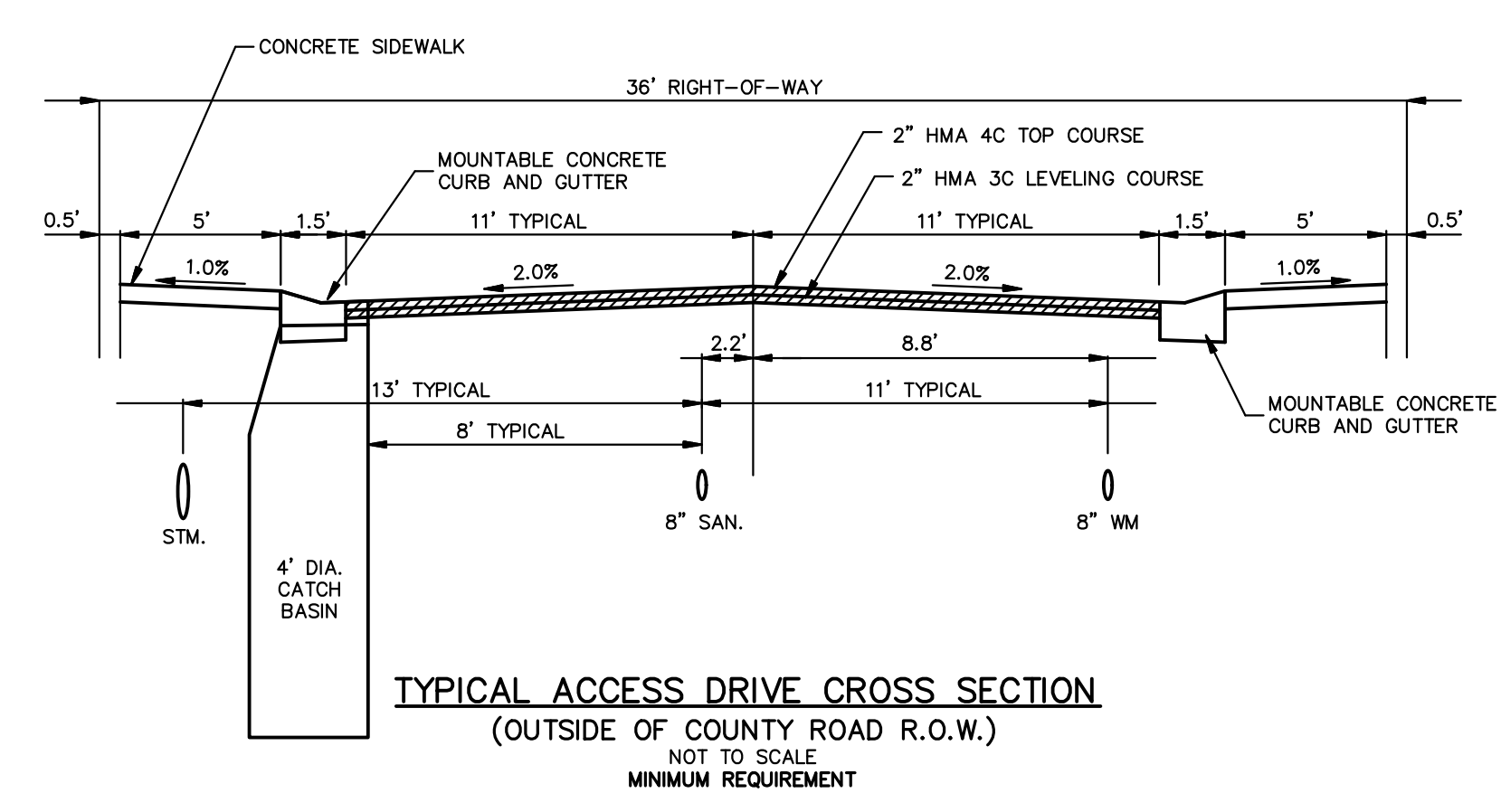
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JOB No.	21264
DATE:	3/16/22
SHEET	5 OF 15
REV. DATE	05/14/22
PER MUNICIPAL COMMENTS	ENG: JCA
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	TECH: KEB
	DATE: 05/13/22
	DATE: 05/13/22
	DATE: 05/13/22



**LEGEND**

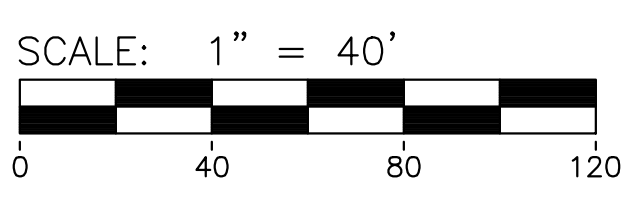
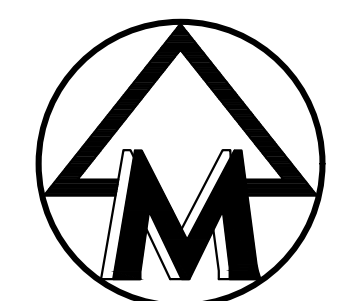
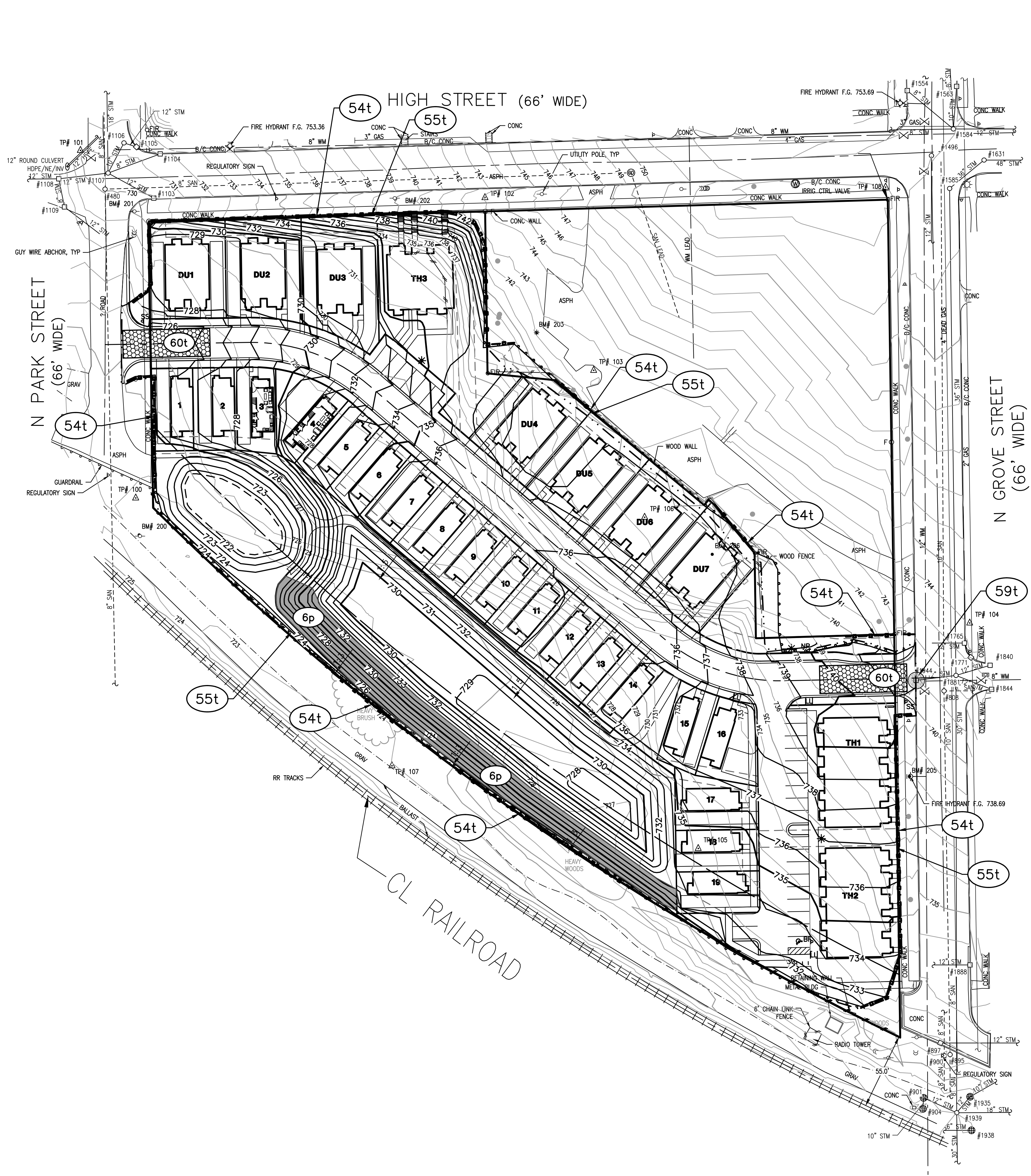
	EXIST. UTILITY POLE
	EXIST. UTILITY POLE W/ TRANS.
	GUY WIRE
	ELEC. TRANSFORMER
	EXIST. AC UNIT
	EXIST. GENERATOR
	EXIST. OVERHEAD UTILITY LINE
	PROP. LIGHT POLE
	EXIST. TELEPHONE LINE
	EXIST. ELECTRIC LINE
	EXIST. GAS LINE
	EXIST. GAS VALVE
	EXIST. FIBER OPTIC LINE
	EXIST. WATER MAIN
	PROP. WATER MAIN
	EXIST. HYDRANT
	PROP. HYDRANT
	EXIST. GATE VALVE IN BOX
	PROP. GATE VALVE IN BOX
	EXIST. GATE VALVE IN WELL
	PROP. GATE VALVE IN WELL
	EXIST. CURB STOP & BOX
	PROP. CURB STOP & BOX
	REDUCER
	EXIST. BLOW-OFF
	PROP. BLOW-OFF
	POST INDICATOR VALVE
	POST INDICATOR VALVE THRUST BLOCK
	PROP. POST INDICATOR VALVE
	EXIST. FIRE DEPARTMENT CONNECTION
	PROP. FIRE DEPARTMENT CONNECTION
	EXIST. STORM SEWER
	PROP. STORM SEWER
	EXIST. CATCH BASIN OR INLET
	PROP. CATCH BASIN OR INLET
	EXIST. BEEHIVE INLET
	PROP. BEEHIVE INLET
	PROP. ROOF DRAIN
	END SECTION
	HEAD WALL
	CULVERT
	EXIST. DOWNSPOUT
	PROP. DOWNSPOUT
	EXIST. SANITARY SEWER
	PROP. SANITARY SEWER
	EXIST. CLEANOUT
	PROP. CLEANOUT
	C/L OF DITCH
	SIGN
	SINGLE TREE
	TREE OR BRUSH LIMIT FENCE



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LEGEND	
838	EXIST. CONTOUR
838	PROP. CONTOUR
U.P.	EXIST. UTILITY POLE
G.P.	EXIST. GUY POLE
GUY WIRE	GUY WIRE
O.H. AT&T	EXIST. OVERHEAD UTILITY LINE
☆	EXIST. LIGHT POLE
GAS	EXIST. GAS LINE
⊗	EXIST. GAS VALVE
f.o.	EXIST. FIBER OPTIC LINE
WM	EXIST. WATER MAIN
⊕	EXIST. HYDRANT
⊕	EXIST. GATE VALVE IN BOX
⊕	EXIST. CURB STOP & BOX
⊕	EXIST. STORM SEWER
⊕	EXIST. CATCH BASIN OR INLET
⊕	EXIST. BEEHIVE INLET
⊕	EXIST. SANITARY SEWER
⊕	EXIST. CLEANOUT
⊕	C/L OF DITCH
⊕	SIGN
⊕	TELEPHONE RISER
⊕	POST
⊕	WELL
⊕	FENCE
⊕	GUARDRAIL
⊕	SINGLE TREE
⊕	TREE OR BRUSH LIMIT
⊕	FOUND IRON PIPE
⊕	CONTROL PT.
⊕	LIMITS OF DISTURBANCE

**SOIL EROSION AND SEDIMENTATION CONTROL NOTES**

- ALL SOIL EROSION CONTROL MEASURES SHALL COMPLY WITH THE CITY OF YPSILANTI ORDINANCES, WASHTENAW COUNTY STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, AND STATE OF MICHIGAN "SOIL EROSION AND SEDIMENTATION CONTROL ACT" (ACT #347).
- PRIOR TO COMMENCING EARTHMOVING OPERATIONS, THE GRADING CONTRACTOR SHALL INSTALL THE MUD TRACKING MAT, THE SILT FENCE AND TEMPORARY INLET FILTER(S) SHOWN ON THE PLANS.
- ANY LAWN AREA WHICH WILL HAVE A SLOPE STEEPER THAN 6:1 (6 FT. MEASURED HORIZONTALLY AND 1 FT. MEASURED VERTICALLY) SHALL BE SODDED AND PEGGED OR SEEDED AND MULCHED USING A SOIL EROSION CONTROL FABRIC OR BLANKET. HYDROSEEDING MAY BE USED IN LIEU OF SEED AND MULCH OR SOD WHERE SLOPES ARE FLATTER THAN 6:1.
- THE ACTUAL LOCATION OF THE MUD TRACKING MATS MAY BE ADJUSTED BY THE CONTRACTOR TO MATCH CONTRACTOR'S OPERATIONS AND FIELD CONDITIONS BUT ONLY IF APPROVED BY THE ENGINEER.
- ALL DISTURBED AREAS, EVEN WHERE FUTURE PAVEMENT IS PROPOSED, ARE TO BE REVEGETATED PER COUNTY STANDARDS FOR TEMPORARY SEEDING.
- BOTH INTERNAL AND EXTERNAL STREETS WILL BE CLEANED OF ANY MUD IMMEDIATELY FOLLOWING EACH MUD TRACKING OCCURRENCE.
- ALL EXPOSED EARTH SHALL BE STABILIZED WITH SEED AND MULCH WITHIN 5 DAYS OF FINAL GRADE. SEDIMENT BASINS SHALL BE STABILIZED WITH SEED AND STRAW MULCH BLANKETS. STRAW MULCH BLANKETS SHALL BE STAKED INTO THE GROUND 5 DAYS AFTER THE CONSTRUCTION OF THE SEDIMENT BASIN.
- DRAINAGE FROM NEW IMPERVIOUS AREA IS TO BE DIRECTED TO THE ON-SITE STORM WATER MANAGEMENT SYSTEM.
- DITCHES, SWALES, AND OTHER AREAS THAT WILL CHANNEL CONCENTRATED RUNOFF MUST BE STABILIZED WITHIN 15 DAYS OF CONSTRUCTION.
- AREAS OF EARTH CHANGE THAT ARE DISTURBED BEYOND THE FALL SEEDING DEADLINE (NOV. 1) SHALL BE TEMPORARILY STABILIZED WITH A MINIMUM OF STRAW MULCH SECURELY CRIMPED TO THE GROUND.

**MAINTENANCE REQUIREMENTS**

- ALL SILT FENCE SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. IF AT ANY TIME THE DEPTH OF SILT AND SEDIMENT COMES TO WITHIN 12" OF THE TOP OF ANY SILT FENCE, ALL SILT AND SEDIMENT SHALL BE REMOVED TO ORIGINAL GRADE.
- ONLY UPON STABILIZATION OF ALL DISTURBED AREAS MAY THE SILT FENCE AND TEMPORARY GRAVEL FILTERS BE REMOVED. ALSO, ALL STORM SEWERS MUST BE CLEANED OF ALL SEDIMENT.

**SOIL EROSION CONTROL MEASURES**

t = temporary p = permanent

<b>8</b>	SODDING	<b>6</b>	SEEDING WITH MULCH AND/OR MATING
<b>54</b>	CONSTRUCTION FENCE OR SNOW FENCE	<b>58</b>	CURB INLET FILTER
<b>55</b>	GEOTEXTILE SILT FENCE	<b>59</b>	C.B./INLET FILTER
		<b>60</b>	MUD TRACKING MAT

CONSTRUCTION SEQUENCE	SOIL EROSION CONTROL MEASURES
PRIOR TO CONSTRUCTION	- PRE-GRADING MEETING WITH SOIL EROSION CONTROL STAFF - IDENTIFY CONSTRUCTION LIMITS - INSTALL SILT FENCE - INSTALL INLET FILTERS
CONSTRUCT UTILITIES	- MAINTAIN EXISTING CONTROLS - DETENTION FACILITIES MUST BE INSTALLED AND FUNCTIONING PRIOR TO THE CONSTRUCTION OF ANY STRUCTURES
PERFORM PAVING	- MAINTAIN EXISTING CONTROLS - INSTALL INLET FILTERS
FINE GRADE SITE	- SOD AND MULCH DISTURBED AREAS - MAINTAIN EXISTING CONTROLS
CLEAN UP SITE	- RE-SOD OR SEED MULCH AREAS THAT HAVE NOT TAKEN - MAINTAIN EXISTING CONTROLS
AFTER DISTURBED AREAS HAVE STABLE VEGETATION	- REMOVE INLET FILTERS - CLEAN OUT INLET SUMPS

**PERMANENT MAINTENANCE TASKS AND SCHEDULE**

Components	OPERATION TIME SCHEDULE - BEGINNING JUNE 2022												
	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	
Inspect for sediment accumulation													
Removal of sediment accumulation													
Inspect for floatables and debris													
Cleaning of floatables and debris													
Inspection for erosion													
Re-establish permanent vegetation on eroded slopes													
Clean pavement													

CONSTRUCTION SEQUENCE	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY
INSTALL AND MAINTAIN SOIL EROSION CONTROL MEASURES AS REQUIRED												
STRIP AND MASS GRADE SITE												
INSTALL UTILITIES												
PAVING OPERATIONS												
SEEDING AND PLANTINGS												
CLEANUP SITE												

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 DETROIT, MICHIGAN 48201

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**220 N. PARK STREET PUD**  
 PUD SITE PLAN  
 GRADING PLAN

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**6**

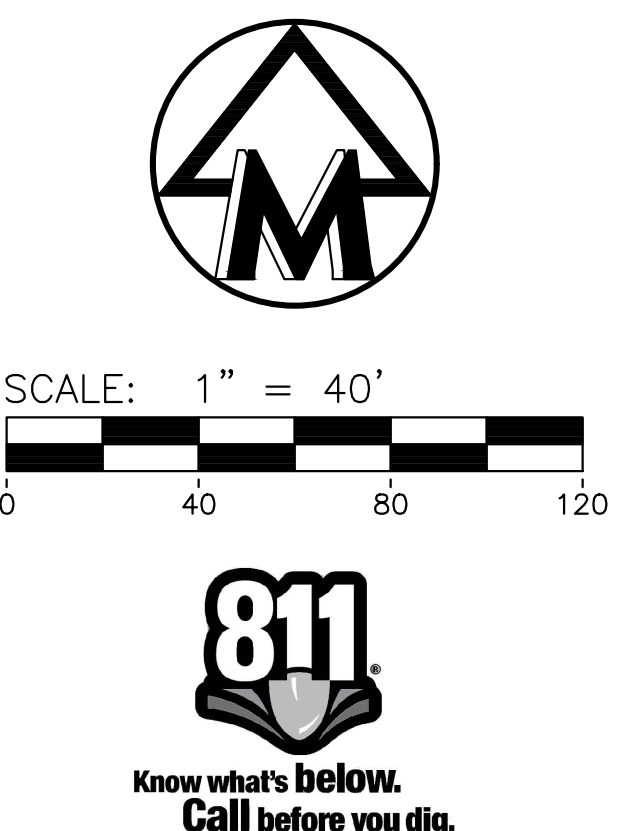
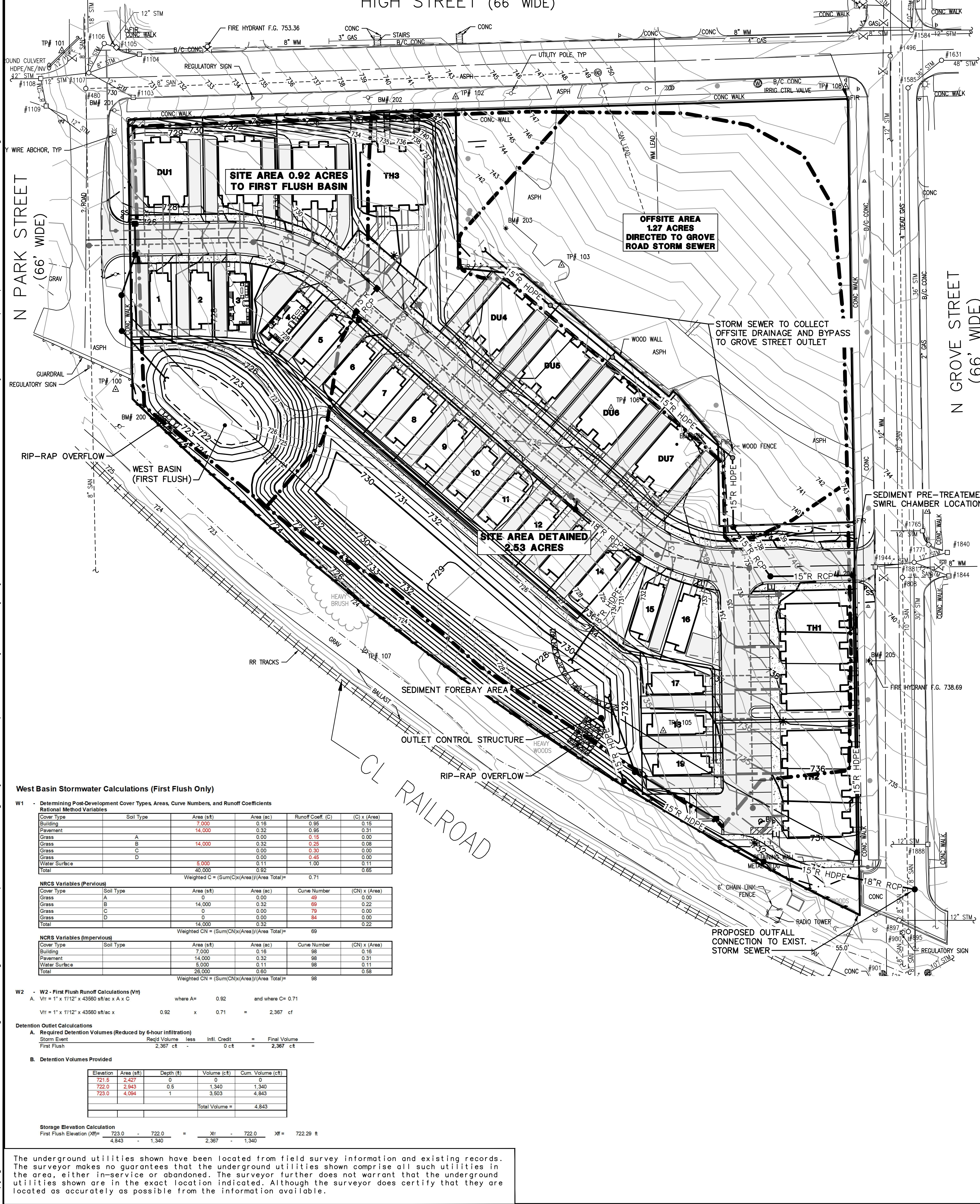
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DATE: 03/16/22  
 SHEET: 6 OF 15  
 REV. DATE: 04/14/22  
 CADD: JAB  
 ENG: JCA  
 05/13/22  
 P.M.: KEB  
 TECH: KEB  
 2/26/2021  
 FFB

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**JOB No. 21264**

HIGH STREET (66' WIDE)



MIDWESTERN CONSULTING logo and contact information including address and phone numbers.

Storm Water Narrative

The drainage of the existing site currently flows overland from north to south. There is a small area in the southwest corner of the site where a small amount of water is impounded...

LEGEND

- 838 PROPR. CONTOUR
838 x 8.36.2 PROP. SPOT ELEVATION
36.60 PROP. SPOT ELEVATION
U.P. EXIST. UTILITY POLE
OH EXIST. OVERHEAD UTILITY LINE

East Basin Stormwater Calculations

Tables W1 through W10 providing stormwater calculation data for various parameters like runoff volumes, infiltration requirements, and detention volumes.

West Basin Stormwater Calculations (First Flush Only)

Table W1 detailing runoff calculations for the West Basin, including cover type breakdowns, weighted coefficients, and final runoff volumes.

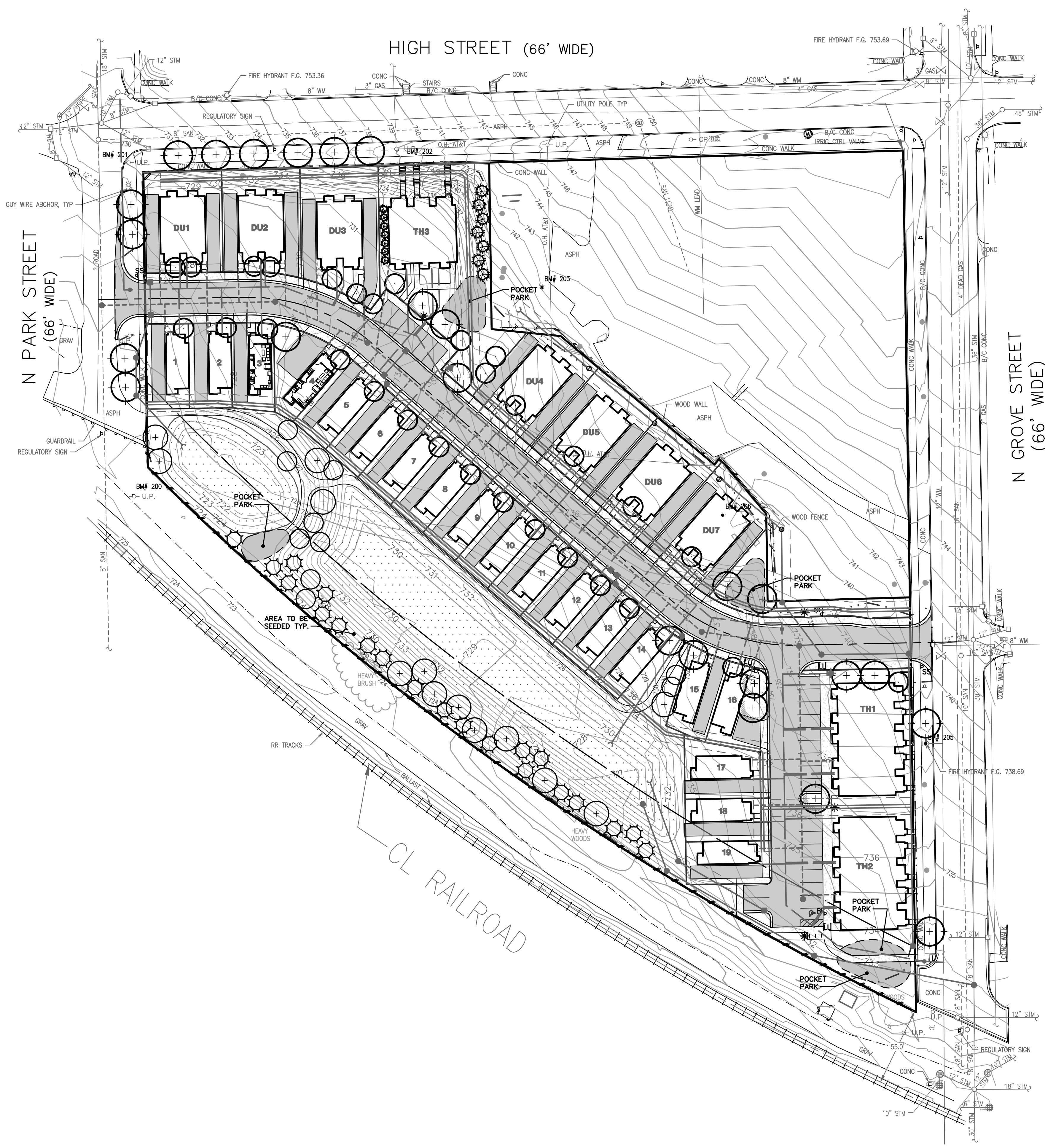
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220 N. PARK STREET PUD SITE PLAN

STORM WATER MANAGEMENT PLAN

JOB No. 21264, SHEET 7 OF 15, and a table of revisions for the project.

M:\CIVIL\132\_P\13226A\Site Plan\13226A.LP1.dwg, 5/13/2022 9:34 AM, Title B, Fix-Header.th, 8 LANDSCAPE PLAN, MCLLC PDF, .pc3  
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**LANDSCAPE LEGEND**

- TREE OR BRUSH LIMIT
- PROPOSED STREET TREE
- PROPOSED COLUMNAR STREET TREE
- PROPOSED PARKING ISLAND TREE
- PROPOSED SCREENING EVERGREEN TREE
- PROPOSED SITE LANDSCAPING CANOPY TREE
- PROPOSED SITE LANDSCAPING ORNAMENTAL TREE
- PROPOSED SITE LANDSCAPING EVERGREEN TREE
- DETENTION BASIN SEED MIX
- PARK AREA TBD

SCALE: 1" = 40'

**LANDSCAPE REQUIREMENTS**

LANDSCAPE REQUIREMENT	REQUIRED	PROPOSED
Overall site landscaping	10 % of the site = 16,553 sf req.	12 % = 21,516 sf provided
Tree Mitigation	None found; credits for existing to remain	NA
Front Greenbelt	Front yard and street side yards, 1 tree per 30lf, no evergreens, 10ft width 740 lf frontage/30=25 trees	12 trees provided, use of 2 existing trees, waiver requested for 11 trees due to lack of available planting area and existing utility conflicts
Conflicting land use buffer	When 3+du building abuts equal or lesser duadjacent to CN-SF = screening wall, fence, or landscape - 80% opaque min.; staggered evergreen trees/shrubbery for 80% opacity	TH3 only: 7 evergreen trees proposed to East, 7 evergreen trees to West
Parking Lot	Interior islands 160sf min.; 9ft wide min. with pathway - 11ft wide, 5ft walk, 3ft landscape both sides	NA for NW parking area with 6 spaces; 1 required for SE parking area - one 96sf island provided - departure requested
	Interior island trees 1 tree per 8 parking spaces	1 provided for NW parking area; 3 provided for SE parking area
	Perimeter Screening along CN-SF (see CLU section); screening along ROW - solid wall or vegetation 3ft ht min, 4ft ht max, 80% opacity	NA
Foundation landscaping	Not applicable	NA
Street trees	1 tree per 30lf frontage	NA
	Proposed Street 600 lf frontage / 30 = 20 (x 2 for both sides) = 40 trees total	40 trees provided, some on unit (lot) due to utility or easement conflicts
Outdoor equipment	Outdoor refuse Not in front yard, adequate vehicular access, screened with enclosure 6ft ht	Individual roll out, storage at rear of unit
Fence Regulations:	Front Yard: no more than 6' ht and 50% opacity	NA
	Side, street side, rear yards: 10ft ht max,	NA

**PLANT PALETTE**

Symbol	Botanical Name	Common Name	Size	Cont	Notes
<b>Street Trees</b>					
AR	Acer rubrum 'Autumn Blaze'	Autumn Blaze Red Maple	2.5" cal	B&B	
CC	Cercis canadensis	Redbud	2.5" cal	B&B	
LS	Liquidambar styraciflua 'Slender Silhouette'	Slender Silhouette Sweetgum	2.5" cal	B&B	Columnar
PC	Pyrus calleryana 'Redspire'	Redspire Pear	2.5" cal	B&B	
QR	Quercus robur x alba 'Crimschmidt'	Crimson Spire Oak	2.5" cal	B&B	Columnar
SR	Syringa reticulata	Japanese Lilac Tree	2.5" cal	B&B	Columnar
TA	Tilia americana 'Redmond'	Redmond Linden	2.5" cal	B&B	
<b>Parking Island Trees</b>					
AR	Acer rubrum 'Autumn Blaze'	Autumn Blaze Red Maple	2.5" cal	B&B	
SR	Syringa reticulata	Japanese Lilac Tree	2.5" cal	B&B	
<b>Land Use Screening</b>					
PG	Picea glauca 'Densata'	Black Hills Spruce	6' hgt	B&B	
TS	Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae	4' hgt	B&B	
<b>Open Space / Park Plants</b>					
PG	Picea glauca 'Densata'	Black Hills Spruce	6' hgt	B&B	
IV	Itea virginica	Little Henry Sweetspire	36" hgt	B&B	
BX	Aronia arbutifolia	Red chokeberry	No. 3	Cont.	
AC	Amelanchier canadensis	Servicberry	2.5" cal	B&B	
CC	Cercis canadensis	Redbud	2.5" cal	B&B	
PO	Physocarpus opulifolius	Common Ninebark	36" hgt	B&B	
TS	Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae	4' hgt	B&B	
<b>Entrance / Park Plants</b>					
CA	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Grass	No. 3	Cont.	
SS	Schizachyrium scoparium	Little Bluestem	No. 3	Cont.	
HS	Hemerocallis stella d'oro	Stell D'Oro Daylily	No. 3	Cont.	
GR	Geranium 'Rozanne'	Rozanne Geranium	No. 3	Cont.	
<b>TOTAL</b>					

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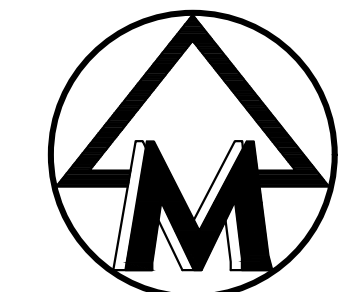
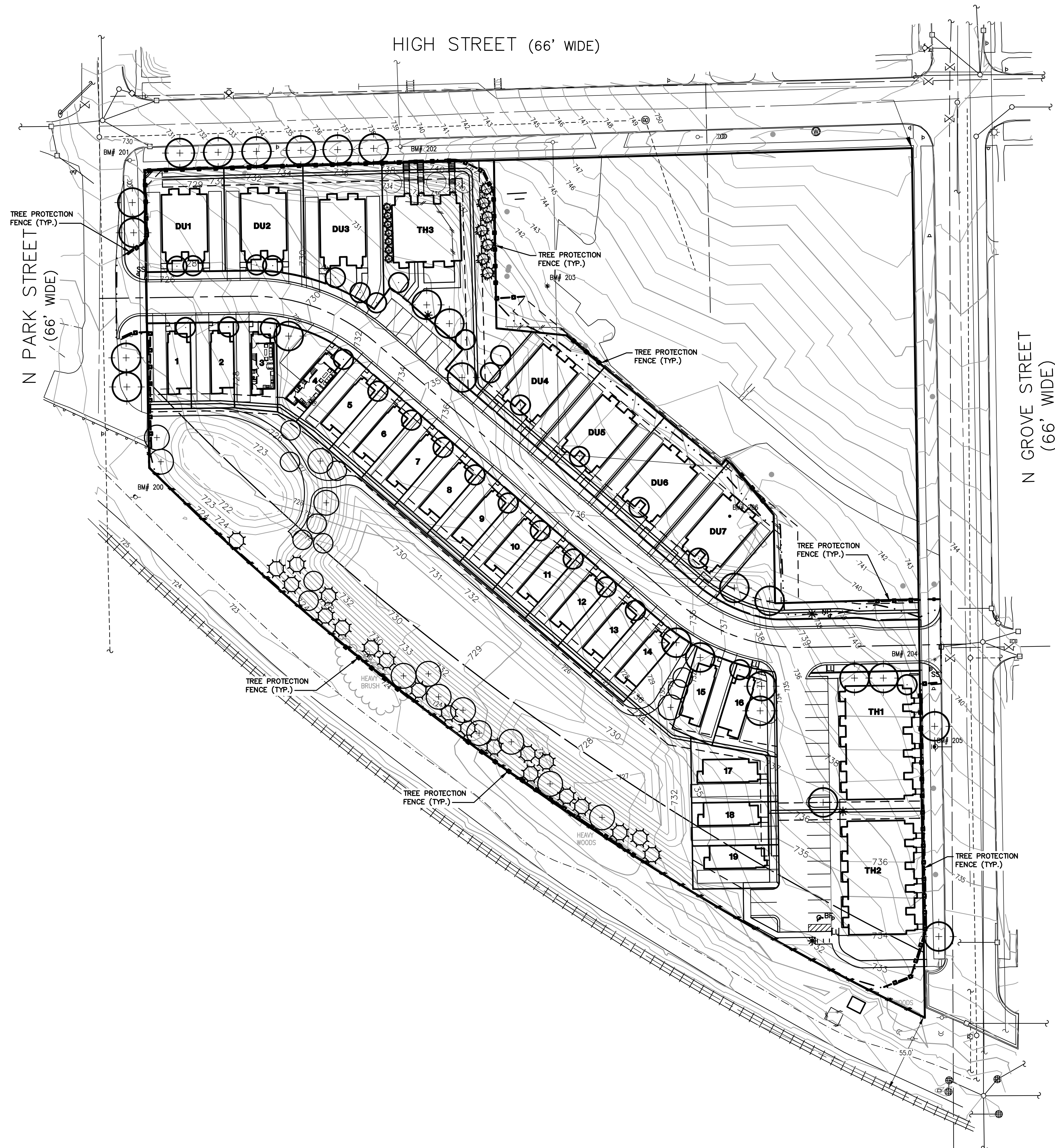
220 N. PARK STREET PUD  
PUD SITE PLAN  
LANDSCAPE PLAN

DATE: 03/16/22  
SHEET 8 OF 15  
REV. DATE: 05/14/22  
REV. DATE: 05/13/22  
REV. DATE: 05/13/22

ADD: KJB  
ENG: JCA  
PLOT: KEB  
TECH: JCA  
DATE: 05/13/22

**21264**

M:\Civil\132\_P\13226A\Site Plan\13226A.P1.dwg, 5/13/2022 9:34 AM, Tina R. Fix-Woodworth, 9 TREE PROTECTION PLAN, MCLLC PDF.plt  
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SCALE: 1" = 40'  
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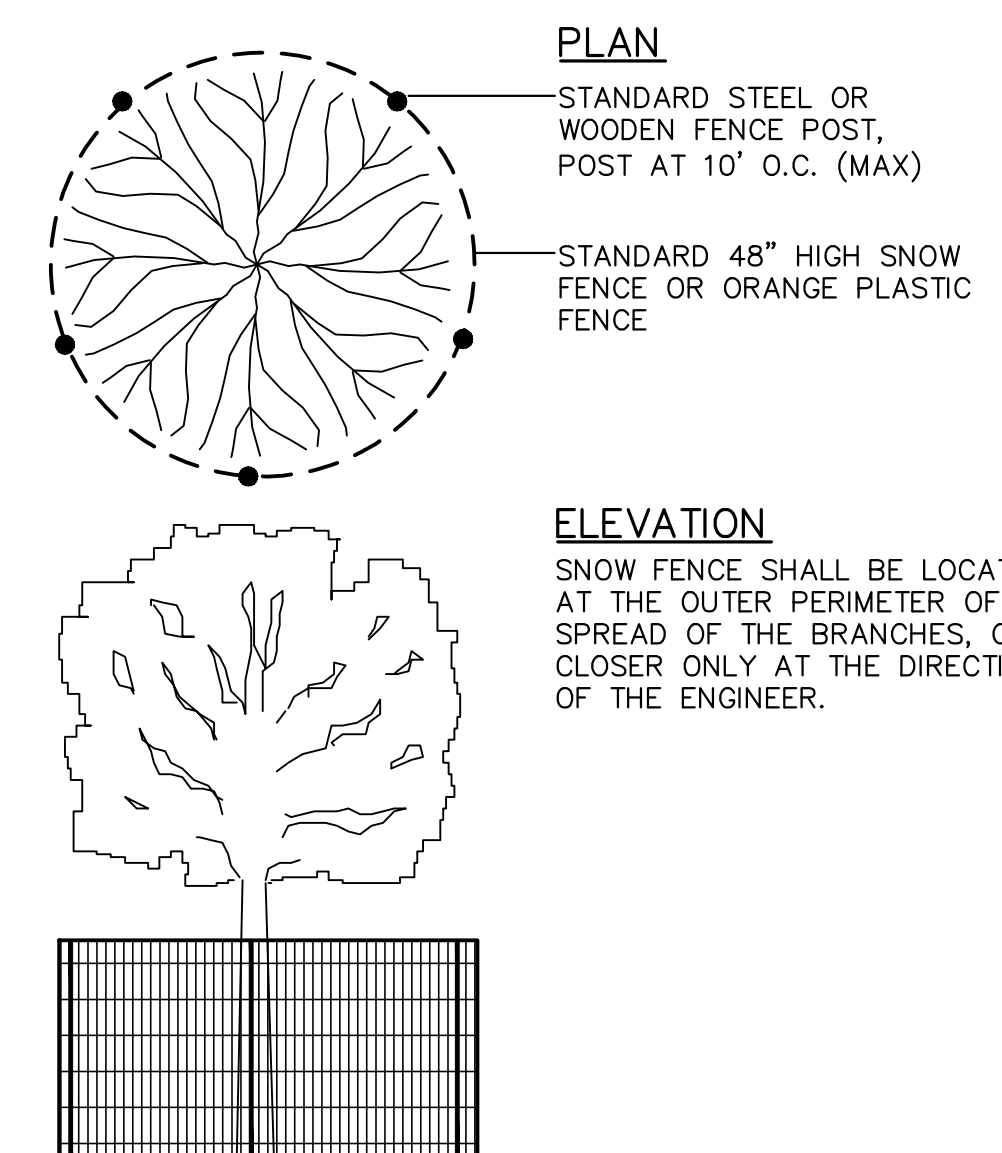


**TREE PROTECTION LEGEND**

- TREE PROTECTION FENCE
- EXISTING TREE TO REMAIN
- TREE OR BRUSH LIMIT

**NOTES:**

1. PAVING OR OTHER IMPERVIOUS SITE IMPROVEMENTS SHALL NOT ENCROACH UPON THE DRIP LINE OF EXISTING TREE(S) TO BE PRESERVED UNLESS INDICATED ON THE TREE PRESERVATION PLAN.
2. NO VEHICLE OR OTHER CONSTRUCTION EQUIPMENT MAY BE PARKED OR STORED WITHIN THE DRIPLINE OF ANY PLANT MATERIAL INTENDED TO BE SAVED.
3. ALL TREES WHICH ARE TO REMAIN ON SITE SHALL BE PROTECTED WITH A TREE PROTECTION FENCING PER DETAIL.
4. PRIOR TO THE PRE-CONSTRUCTION MEETING OR OBTAINING A GRADING PERMIT, ALL TREE MARKINGS AND PROTECTIVE FENCING SHALL BE INSTALLED BY THE OWNER.
5. NO EQUIPMENT SHALL BE CLEANED, OR HARMFUL LIQUIDS DEPOSITED WITHIN THE LIMITS OF THE ROOT ZONE OF TREES WHICH REMAIN ON SITE.
6. NO SIGNS, WIRES, OR OTHER ATTACHMENTS SHALL BE ATTACHED TO ANY TREE TO REMAIN ON SITE.
7. GRADE CHANGES IN EXCESS OF 3 INCHES (CUT OR FILL) SHALL NOT BE ALLOWED WITHIN A ROOT ZONE, UNLESS ADEQUATE TREE PRESERVATION METHODS ARE APPROVED BY THE CITY.
8. NO TRENCHING SHALL BE ALLOWED WITHIN THE DRIP-LINE OF A TREE, UNLESS APPROVED BY THE CITY.
9. ALL REMOVED TREES NOT SPECIFIED FOR A SPECIFIC USE BY THE OWNER SHALL BE CHIPPED AND USED FOR MULCH ON SITE, OR HAULED OFF-SITE.
10. ALL TREE MAINTENANCE TECHNIQUES SHALL BE IN CONFORMANCE WITH AMERICAN NATIONAL STANDARDS FOR TREE CARE OPERATIONS, ANSI A300 INDUSTRY IDENTIFIED STANDARDS. IMPROPER OR MALICIOUS PRUNING TECHNIQUES ARE STRICTLY PROHIBITED.



**TREE PROTECTION DETAIL** (54t)  
NOT TO SCALE

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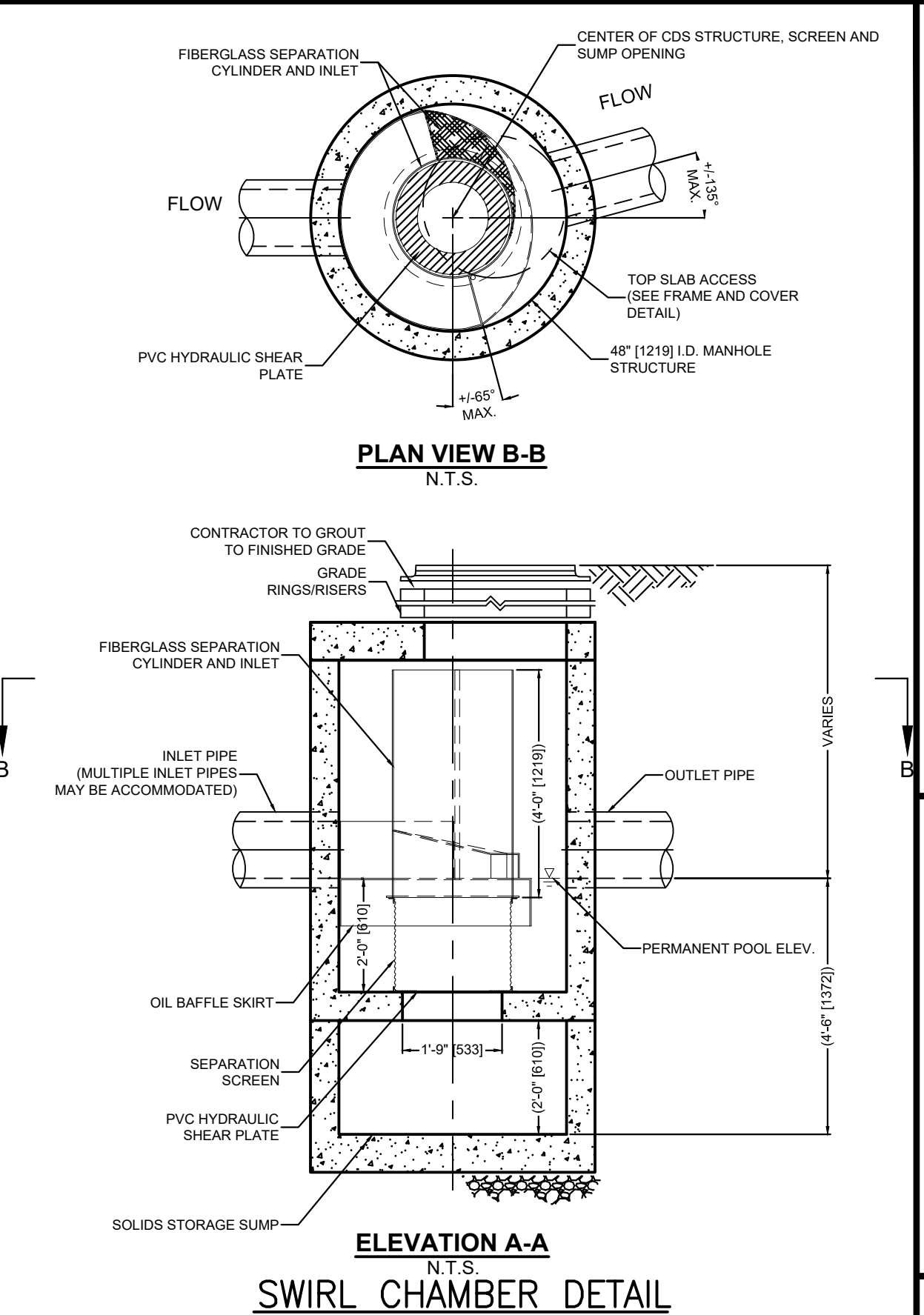
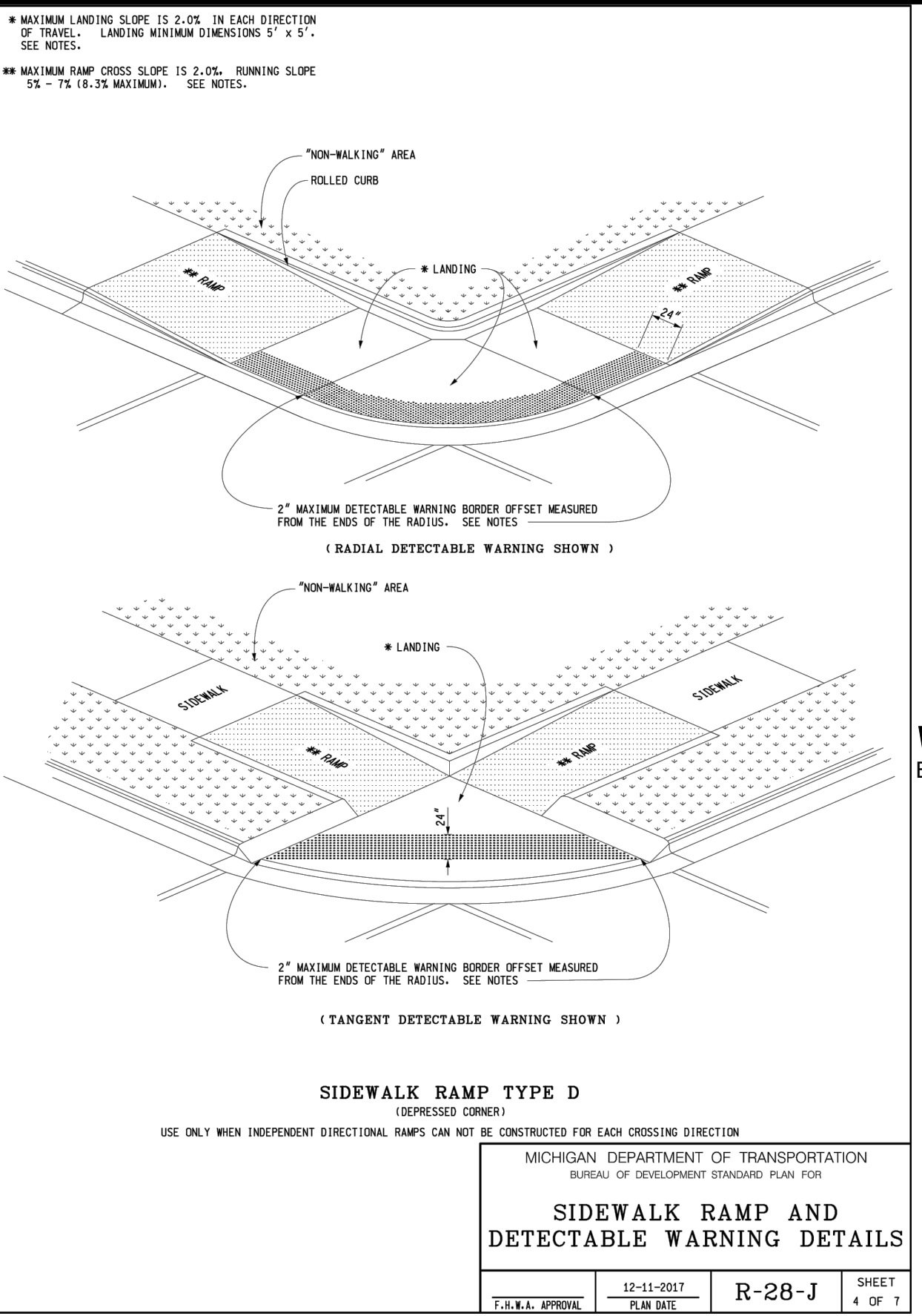
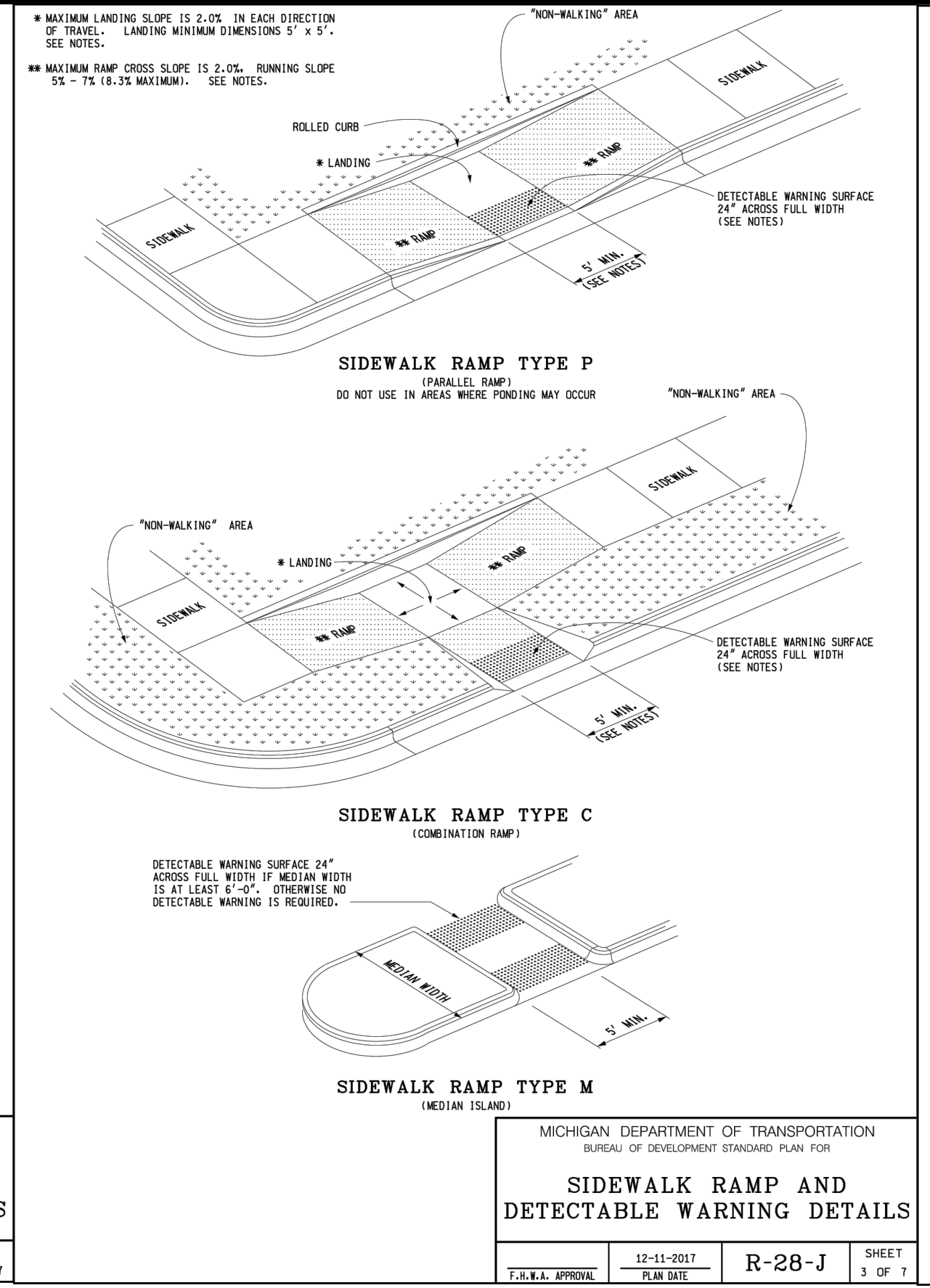
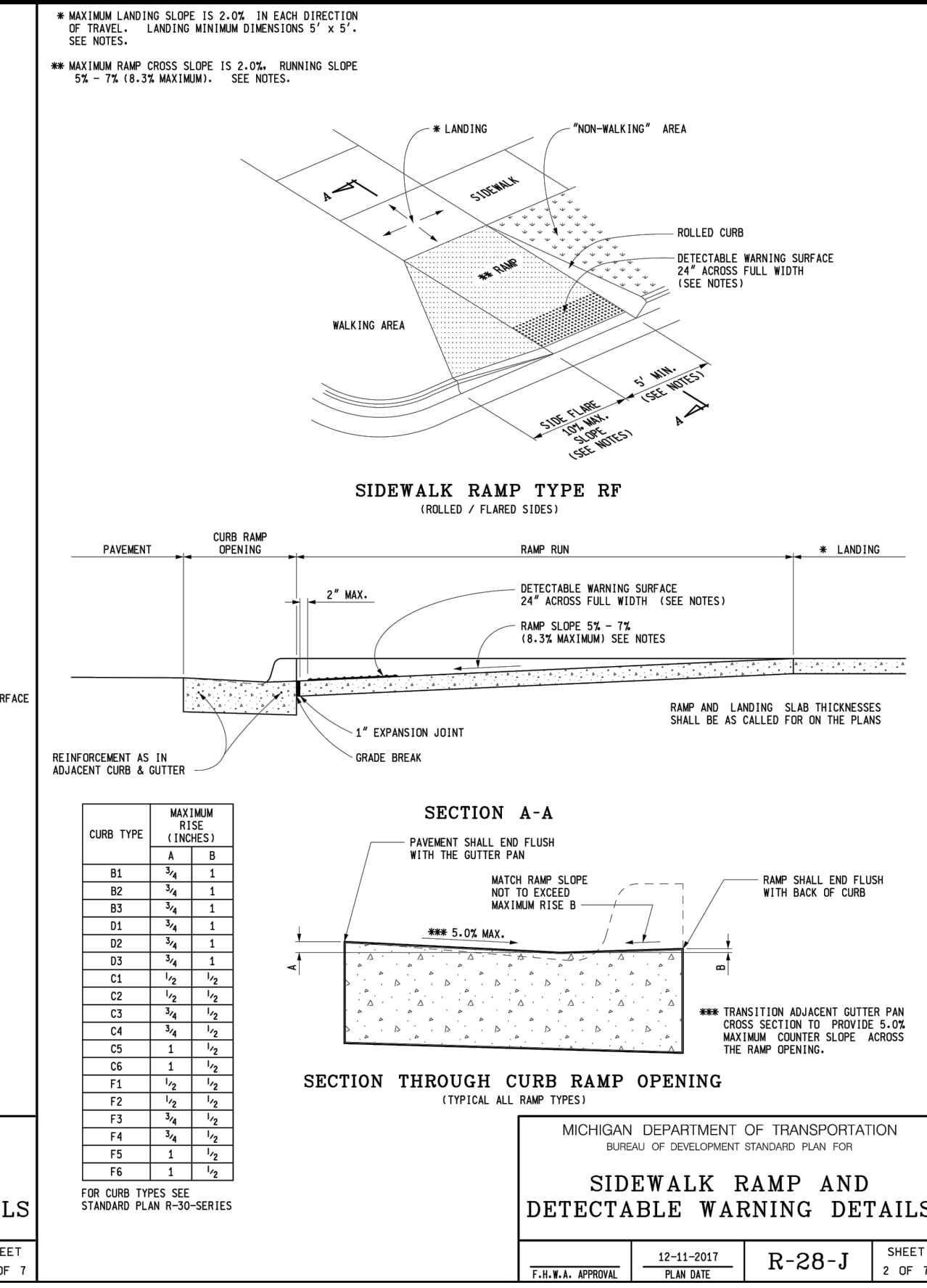
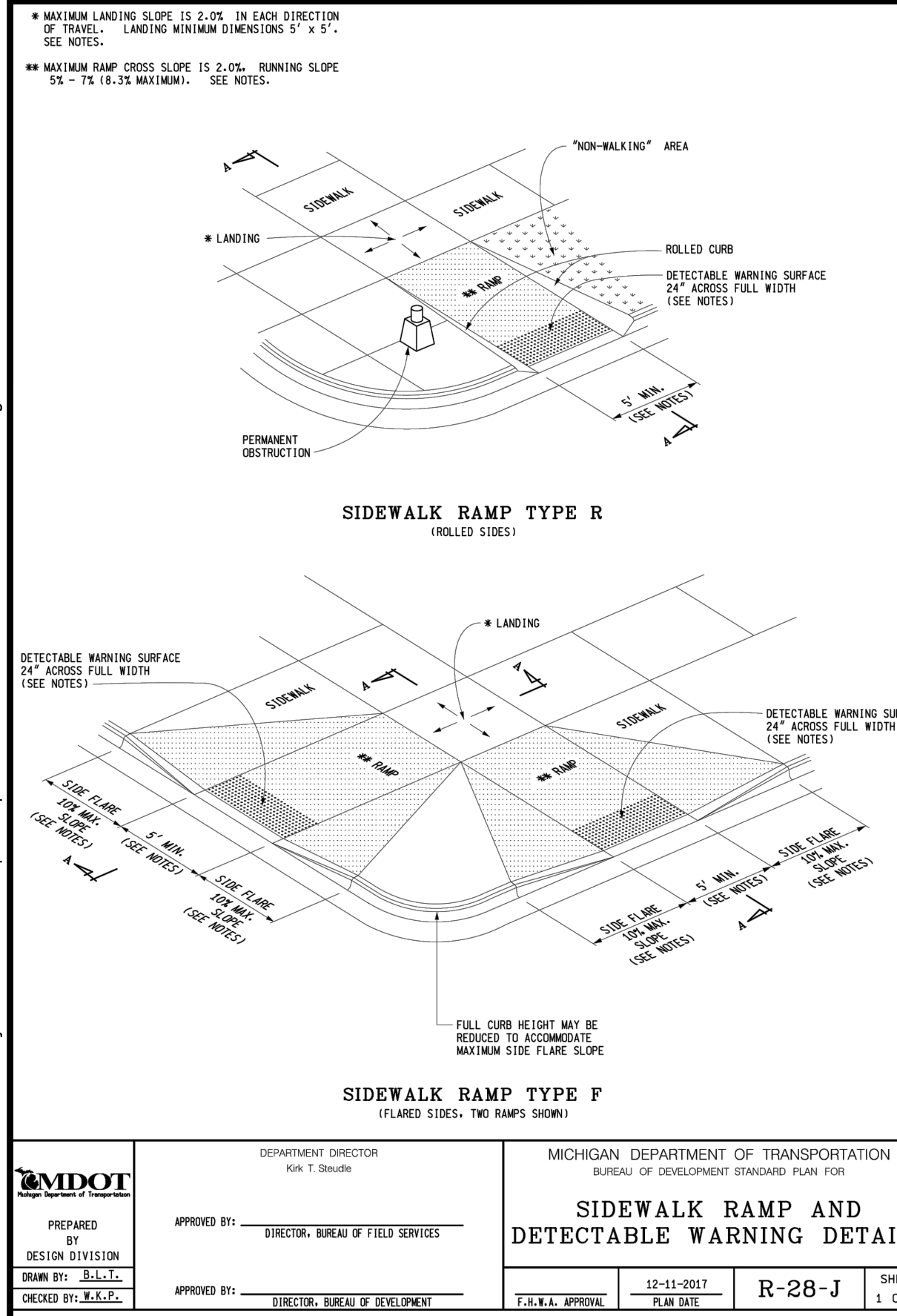
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220 N. PARK STREET PUD  
PUD SITE PLAN  
TREE PROTECTION PLAN

9

JOB No.	21264
DATE	03/16/22
SHEET	9 OF 15
REV. DATE	05/14/22
PER MUNICIPAL COMMENTS	ENG. JCA
PER MUNICIPAL COMMENTS	05/13/22
PER MUNICIPAL COMMENTS	PM: KEB
PER MUNICIPAL COMMENTS	TECH: JCA
PER MUNICIPAL COMMENTS	FR: JCA

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MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**SIDEWALK RAMP AND DETECTABLE WARNING DETAILS**

APPROVED BY: [Signature] DIRECTOR, BUREAU OF FIELD SERVICES  
DATE: 12-11-2017  
SHEET: 1 OF 7

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**SIDEWALK RAMP AND DETECTABLE WARNING DETAILS**

APPROVED BY: [Signature] DIRECTOR, BUREAU OF DEVELOPMENT  
DATE: 12-11-2017  
SHEET: 2 OF 7

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

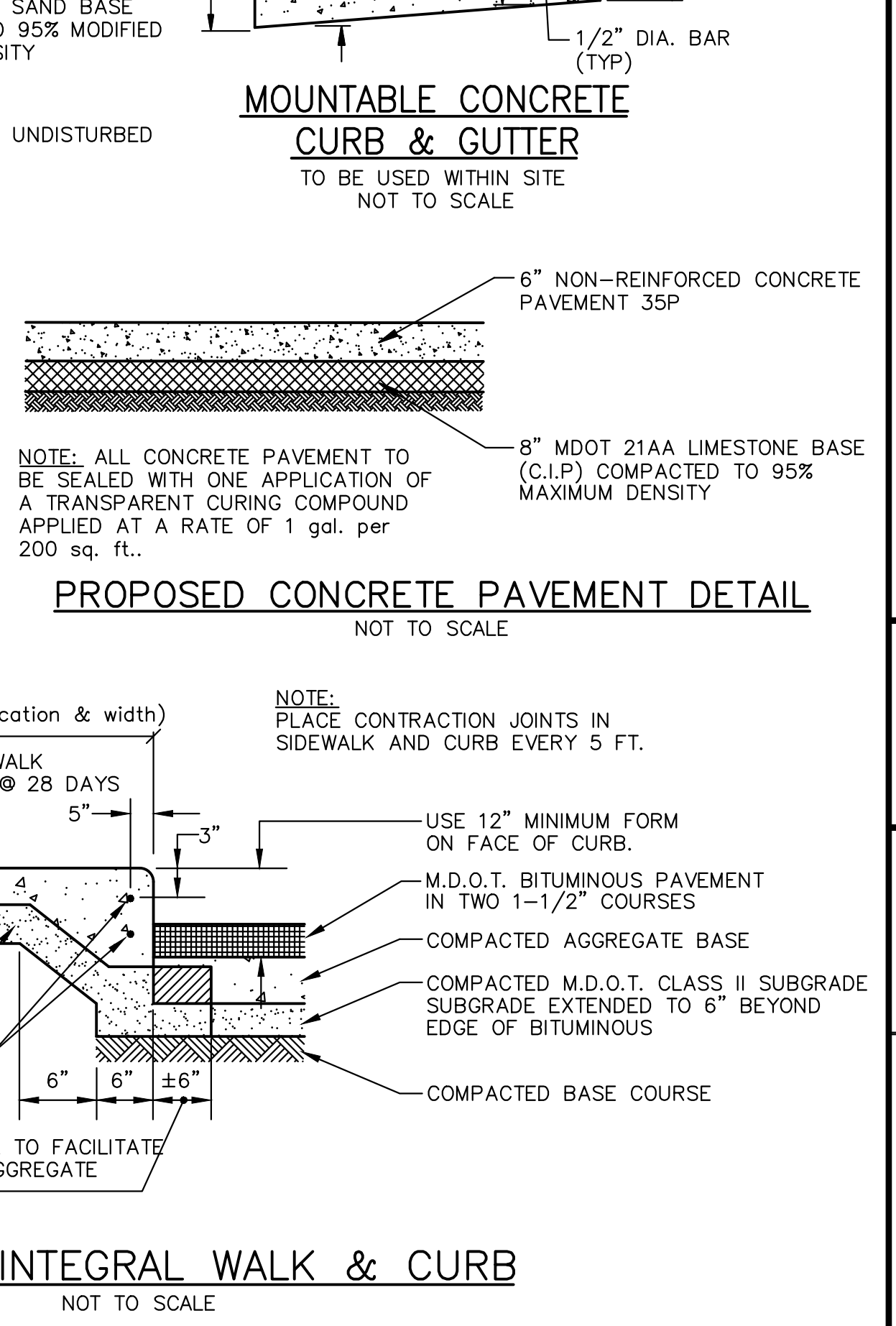
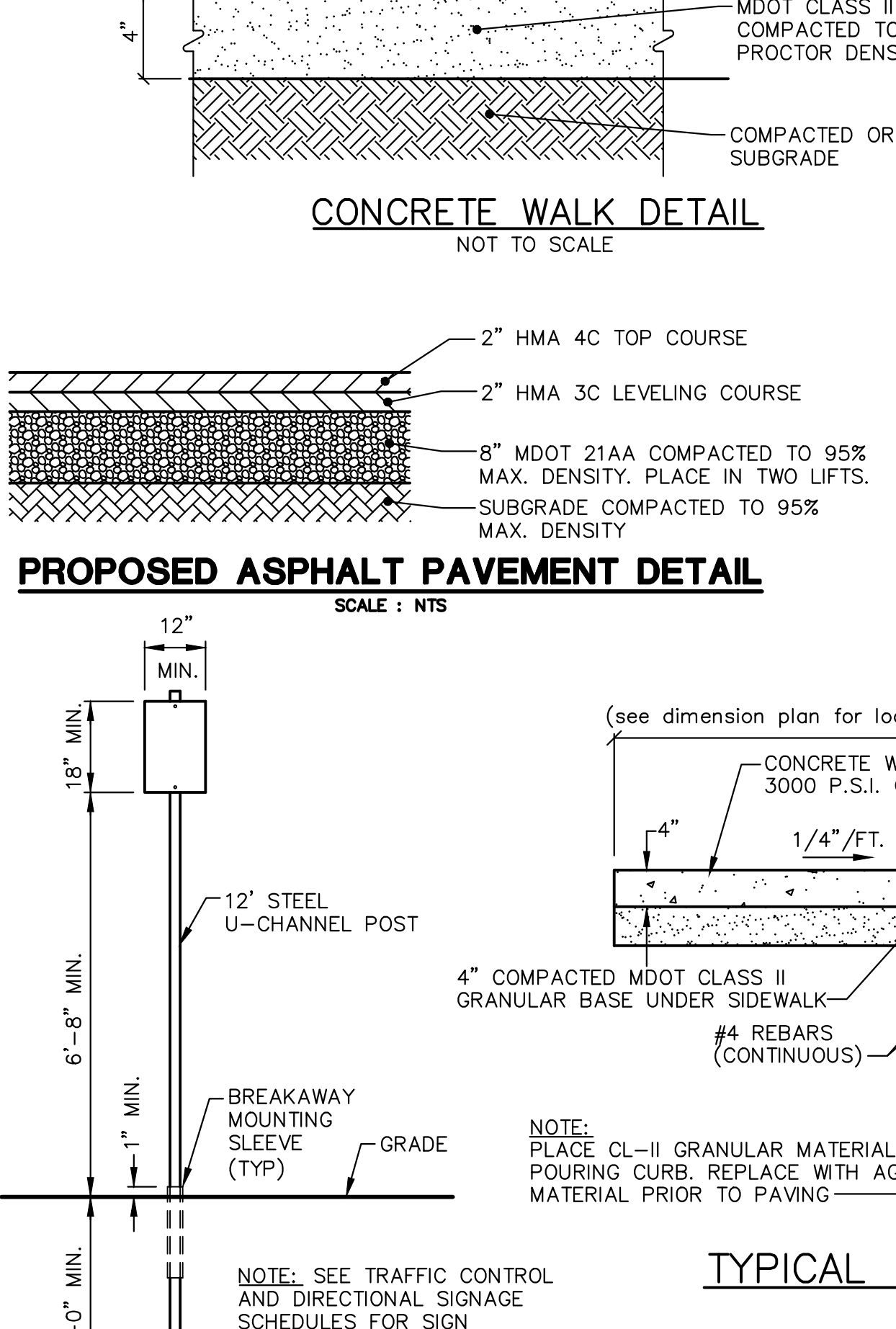
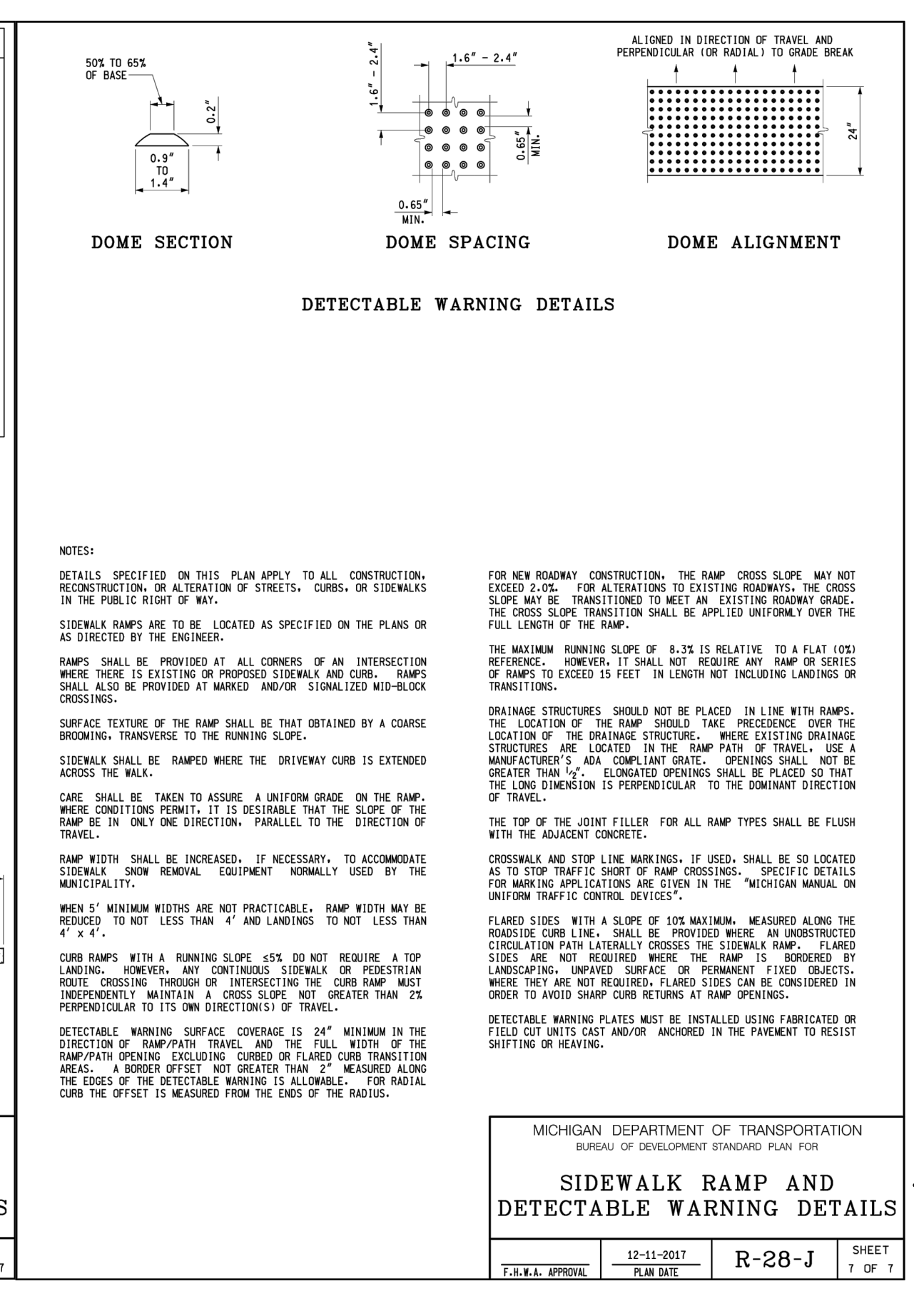
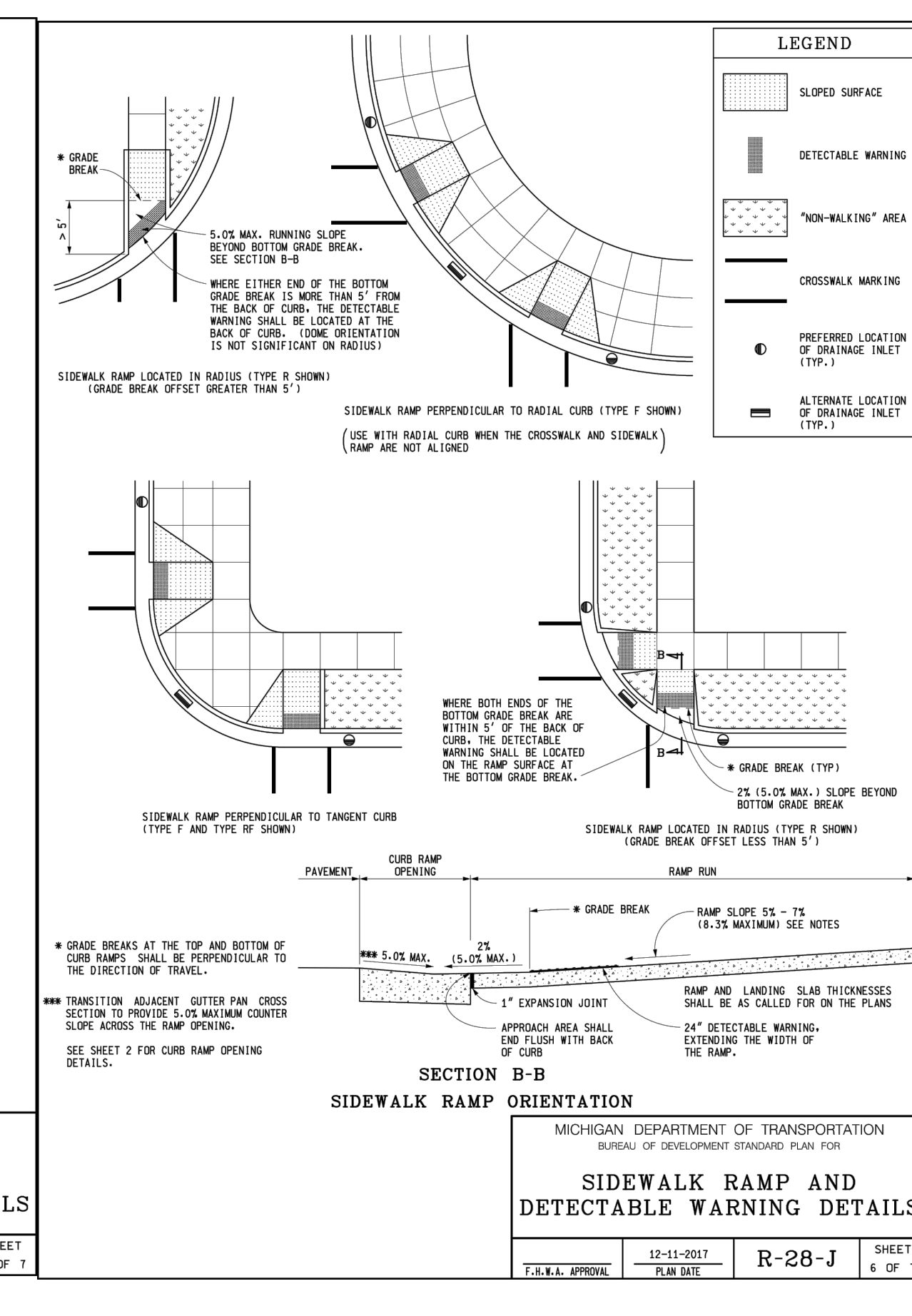
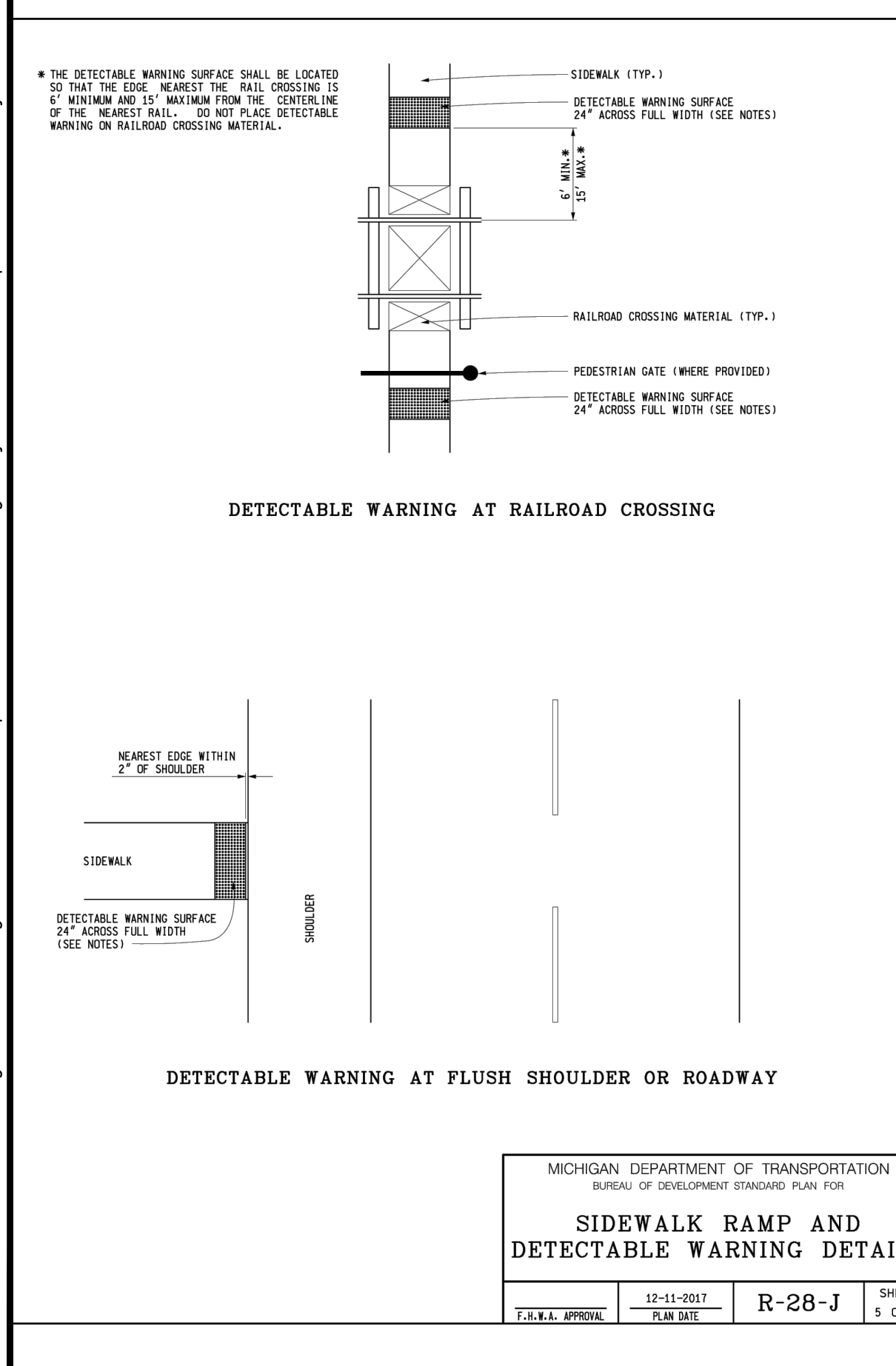
**SIDEWALK RAMP AND DETECTABLE WARNING DETAILS**

APPROVED BY: [Signature] DIRECTOR, BUREAU OF DEVELOPMENT  
DATE: 12-11-2017  
SHEET: 3 OF 7

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**SIDEWALK RAMP AND DETECTABLE WARNING DETAILS**

APPROVED BY: [Signature] DIRECTOR, BUREAU OF DEVELOPMENT  
DATE: 12-11-2017  
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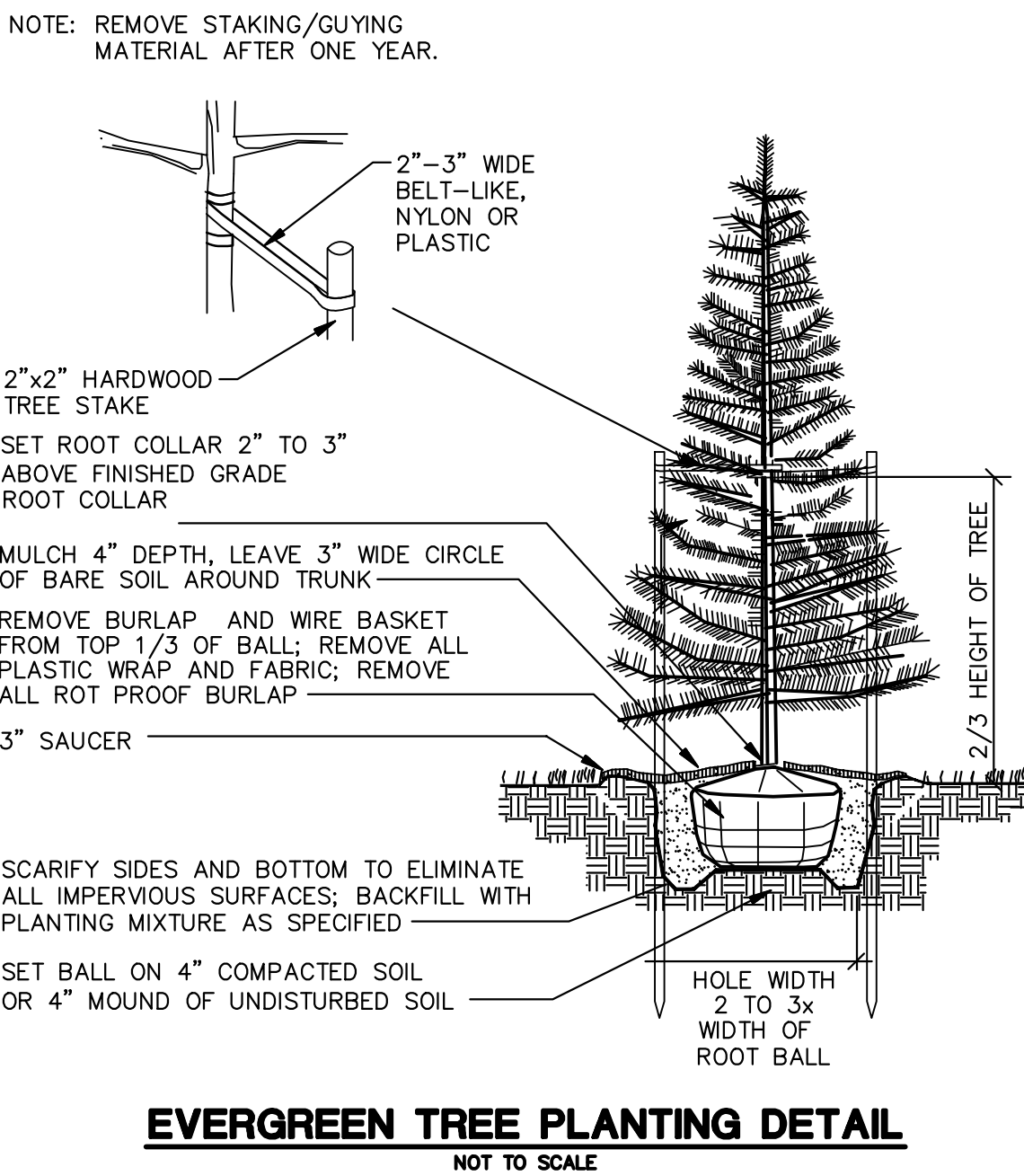
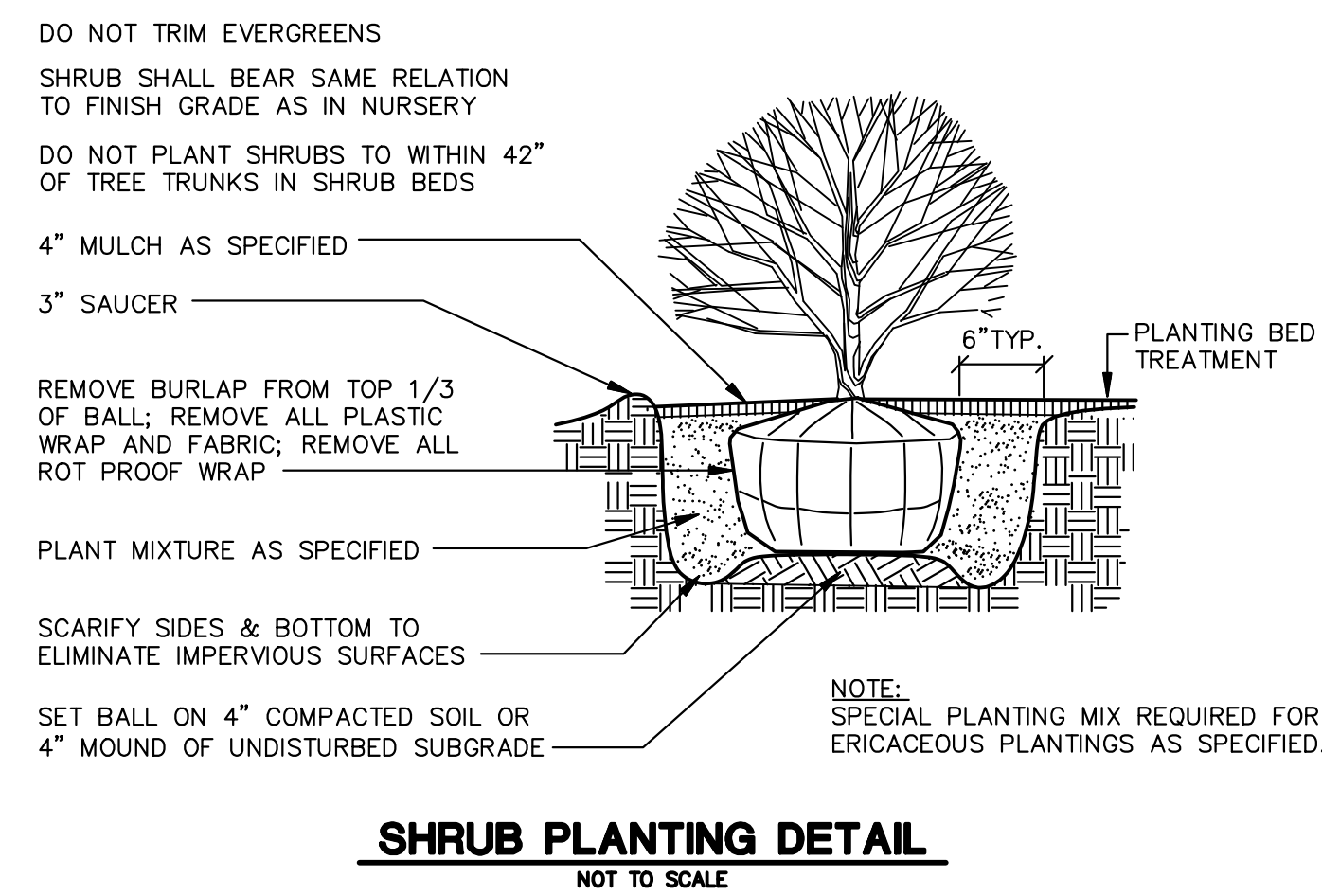
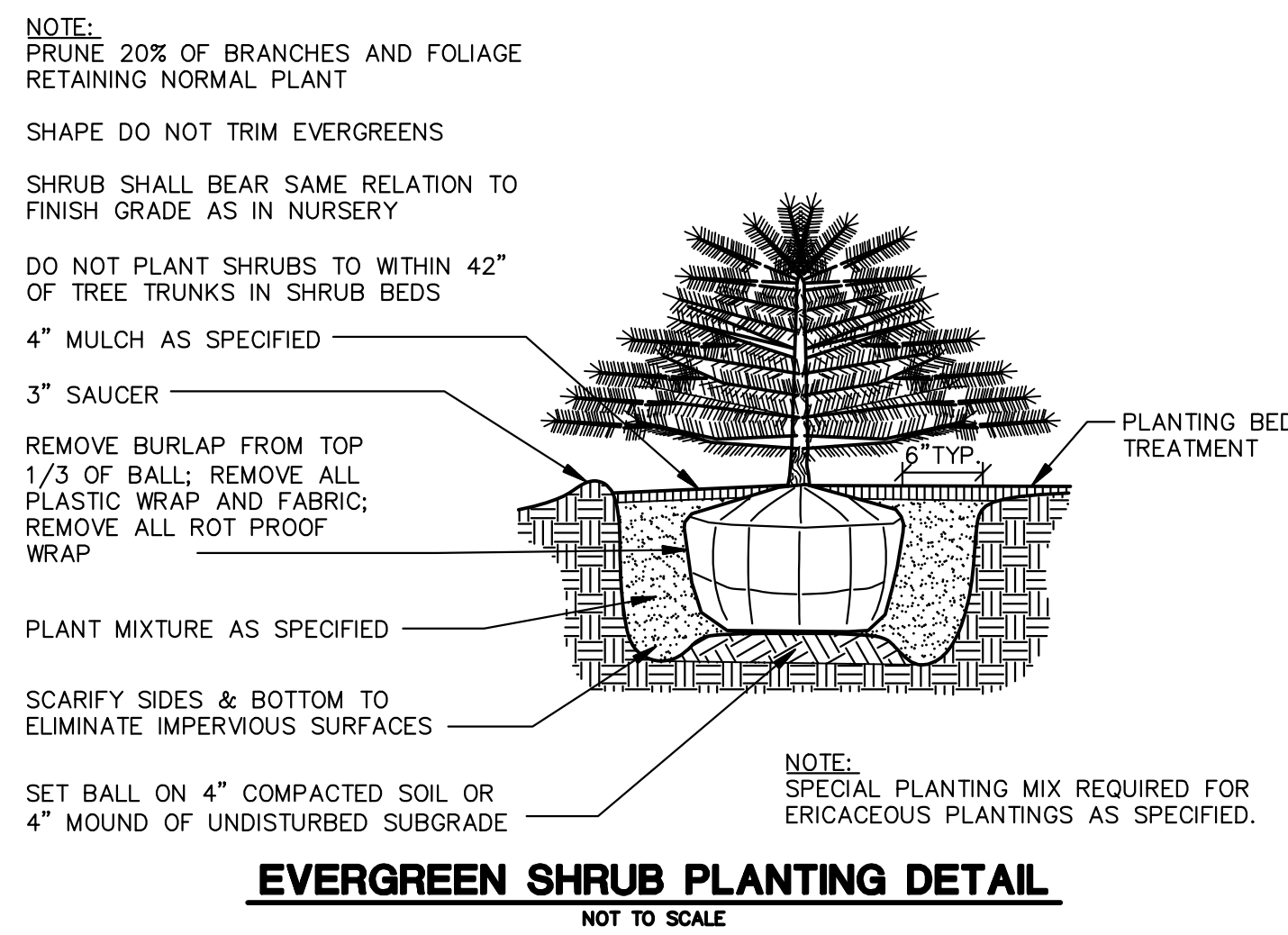
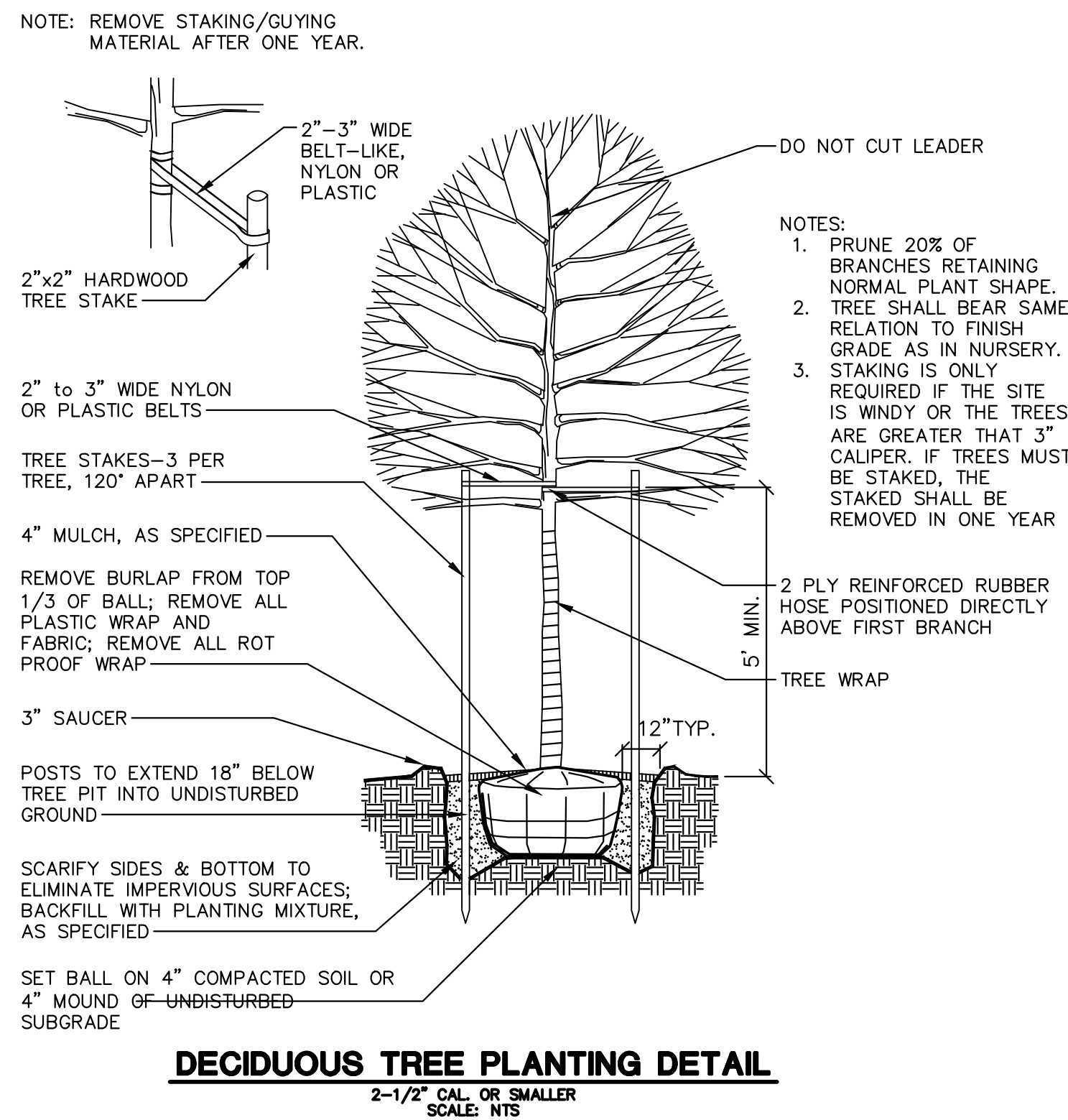
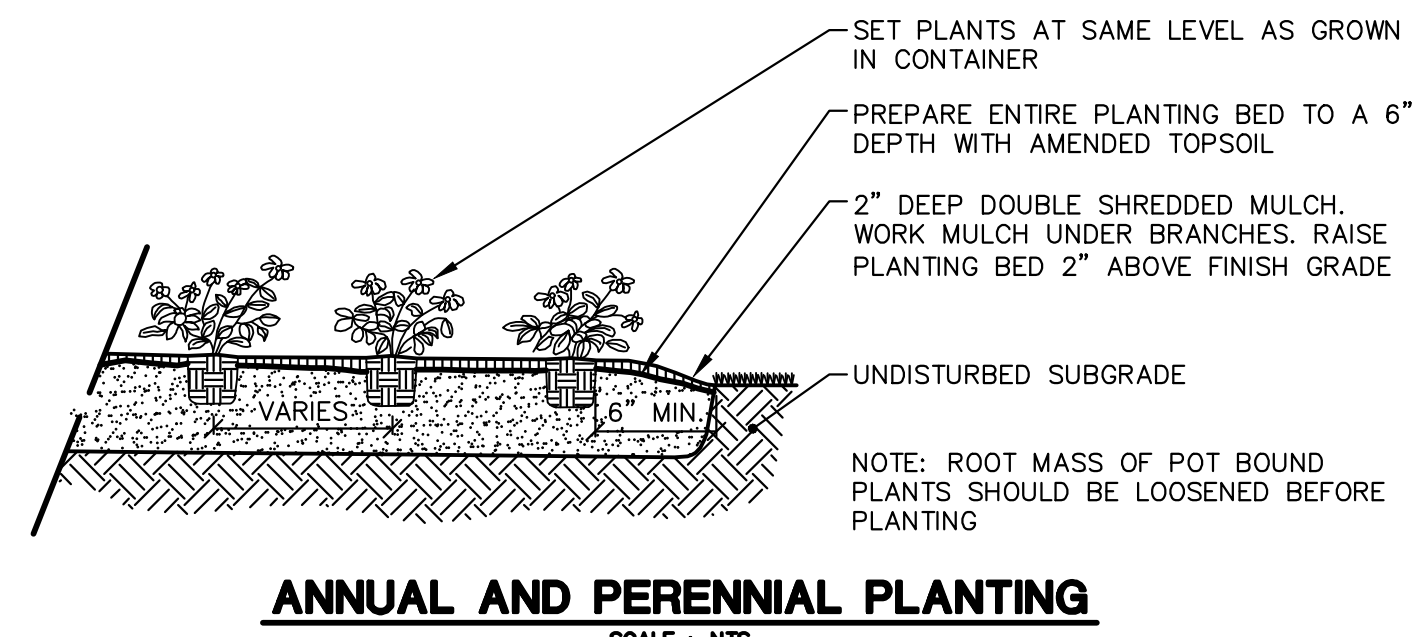
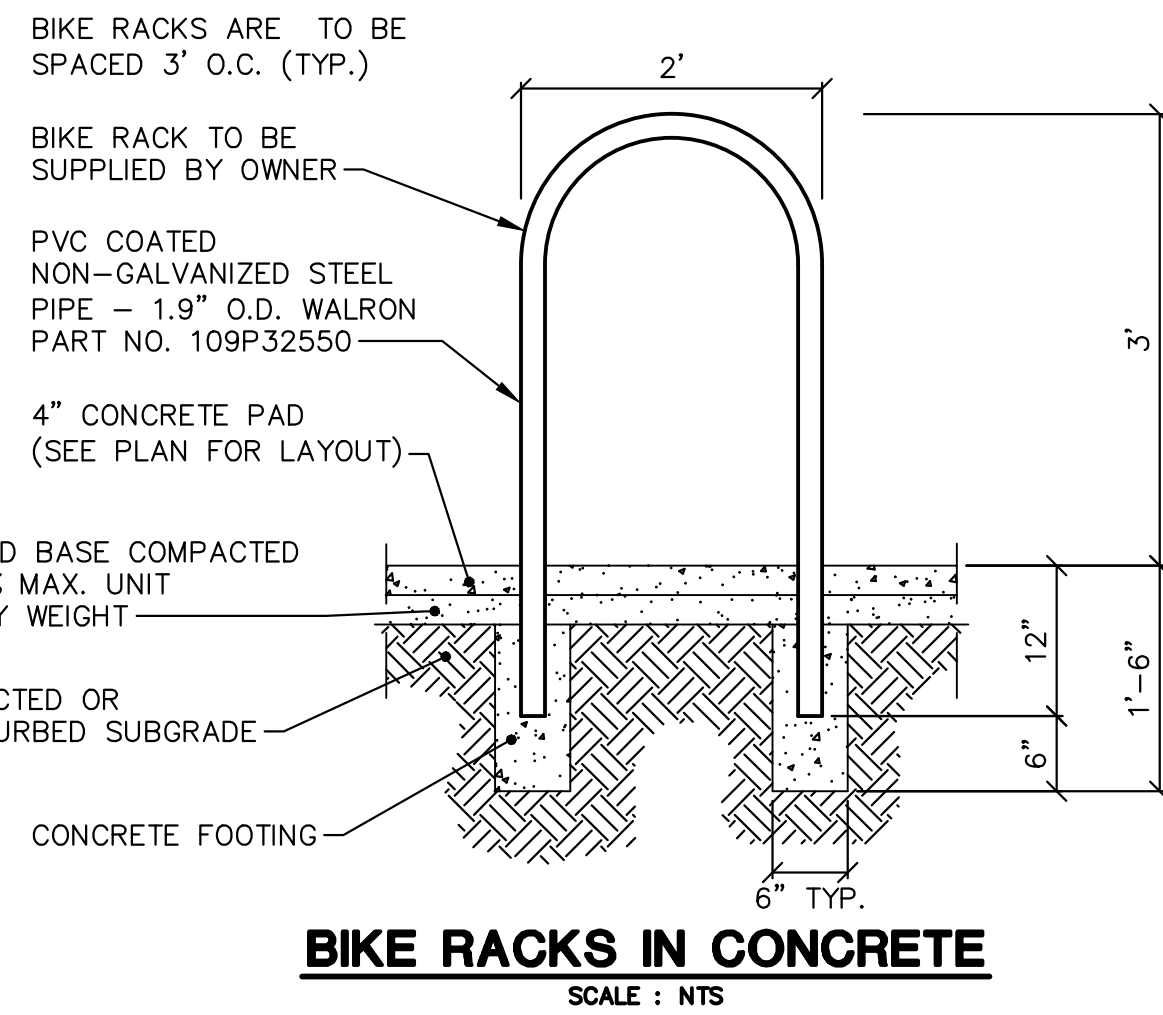
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**220 N. PARK STREET PUD**  
PUD SITE PLAN  
NOTES AND DETAILS

**10**

JOB No. **21264**  
DATE: 03/16/22  
SHEET 10 OF 15  
REV. DATE: 05/17/22  
REV. DATE: 05/13/22  
PER MUNICIPAL COMMENTS

M:\Civ\132\_Proj\13226A\Site Plan\13226A01.dwg, 5/13/2022 9:35 AM, Tina R. Fix-Woelherth, 11 LANDSCAPE DETAILS, MLLC PDF.ppt3  
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Bioswale Seed Mix		
Botanical Name	Common Name	PLS Ounces/Acre
<b>Permanent Grasses/Sedges:</b>		
<i>Andropogon gerardii</i>	Big Bluestem	4.00
<i>Carex cristatella</i>	Crested Oval Sedge	0.50
<i>Carex lurida</i>	Bottlebrush Sedge	3.00
<i>Carex spp.</i>	Prairie Sedge Species	8.00
<i>Carex vulpinoidea</i>	Brown Fox Sedge	3.00
<i>Elymus canadensis</i>	Canada Wild Rye	16.00
<i>Elymus virginicus</i>	Virginia Wild Rye	16.00
<i>Juncus canadensis</i>	Canadian Rush	1.00
<i>Panicum virgatum</i>	Switch Grass	3.00
<i>Scirpus atrovirens</i>	Dark Green Rush	2.00
<i>Scirpus cyperinus</i>	Wool Grass	0.50
<i>Spartina pectinata</i>	Prairie Cord Grass	3.00
	<b>Total</b>	<b>60.00</b>
<b>Temporary Cover:</b>		
<i>Avena sativa</i>	Common Oat	512.00
	<b>Total</b>	<b>512.00</b>

**LANDSCAPE NOTES**

- For any plant quantity discrepancies between the plan view and the plant schedules, the plant schedule shall take precedence.
- Plant materials shall be selected and installed in accordance with standards established by the City of Ypsilanti.
- Landscape contractor shall provide irrigation/water source for proposed plant material for two years from time of planting or for period specified in contract if water source not provided on the project site.
- All diseased, damaged or dead material shown on the site plan as proposed plantings shall be replaced by the end of the following growing season.
- Restore all disturbed areas with a minimum of four (4) inches of topsoil and then seed/ fertilize/mulch unless otherwise noted on landscape plan.
- All disturbed areas not to be seeded with native seed mixes identified on the Landscape Plan shall be lawn areas. Lawns shall either be sod or seed and seed mix shall meet species composition requirements of the seed mixtures listed. Seed shall be installed and stabilized per manufacturers standard specifications. Mulch within 24 hours with two (2) tons of straw per acre, or 71 bales of excelsior mulch per acre. Anchor straw mulch with spray coating of adhesive material applied at the rate of 150 gals. / acre.
- Fertilizer for the initial installation of lawns shall provide not less than one (1) pound of actual nitrogen per 1,000 sq ft of lawn area and shall contain not less than two percent (2%) potassium and four percent (4%) phosphoric acid.
- After the first growing season, only fertilizers that contain NO phosphorus shall be used on the site in lawn areas only.
- Areas identified on the Landscape Plan with seed mixes shall be seeded with specified seed mixes as noted in the plans, or equivalent as approved by landscape architect. Temporary cover crop shall be included with all seed mixes. Seeding rates and installation techniques shall be confirmed with supplier.
- All seeded areas with slopes less than 1:5 (one vertical foot for every 3 horizontal feet) shall be mulched with straw mulch at the rate of two (2) bales per 1,000 square feet. All seeded areas with slopes greater than 1:5 shall be seeded and provided with a biodegradable erosion control blanket such as North American Green S150, 100% biodegradable, jute netted or approved substitution, and shall be secured with biodegradable stakes.
- Deciduous plants shall be planted between March 1 and May 15 and from October 1 until the prepared soil becomes frozen. Evergreen plants shall be planted between March 1 and June 1 and from August 15 to September 15.
- All compacted subgrade soils in proposed planting areas shall be tilled to a minimum 12-inch depth prior to placement of a minimum of 6" topsoil, geotextile fabric, or other planting media as specified.
- All landscape beds on planting plan where identified as being lined with edging contractor shall install a commercial grade steel edging. Edging shall be fabricated in 10' - 20' sections with anchor stake loops stamped in face of section at a minimum of 32" on center. Use minimum 15" tapered steel anchoring stakes (3/16" thick) provided by manufacturer. Edging and stakes shall be finished with black enamel paint.
- All trees to be located a minimum of 10 feet from public utilities.
- All single trunk, deciduous trees shall have a straight and a symmetrical crown with a central leader. One sided trees or those with thin or open crowns shall not be accepted.
- All evergreen trees, where applicable, shall be branched fully to the ground, symmetrical in shape and have not been sheared in the last three (3) growing seasons.
- Topsoil and compost shall meet most recent issue of MDOT standard specifications for Topsoil and Compost.
- Planting Soil: Existing, in-place or stockpiled topsoil. Supplement with imported topsoil as needed. Verify suitability of existing surface soil to produce viable planting soil. Remove stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth. Mix surface soil with the following soil amendments to produce planting soil:
  - Ratio of Loose Compost to Topsoil by Volume: 1:4.
  - Weight of Lime per 1000 Sq. Ft.: Amend with lime only on recommendation of soil test to adjust soil pH.
  - Weight of Sulfur or Aluminum Sulfate per 1,000 Sq. Ft.: Amend with sulfur or aluminum sulfate only on recommendation of soil test to adjust soil pH.
  - Volume of Sand: Amend with sand only on recommendation of Landscape Architect to adjust soil texture.
  - Weight of Slow-Release Fertilizer per 1,000 Sq. Ft.: Amend with fertilizer only on recommendation of soil test to adjust soil fertility.

**Maintenance and Warranty:**

- Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings. Spray or treat as required to keep trees and shrubs free of insects and disease.
- Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
- Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.
- Contractor shall warranty all plant material and trees to remain alive and be in healthy, vigorous and like new condition for the specified period from installation to Substantial Completion. The entire Landscaping Project, including but not limited to: plants, shrubs, mulches, etc. are to be under Warranty for One Year after Substantial Completion date of the Project. Trees are to be under Warranty for Two Years after Substantial completion date of the Project. At the end of the specified Warranty period the Owner's Representative will inspect plant material for compliance. Contractor shall replace, in accordance with the drawings and specifications, all plants, trees, shrubs, etc or as determined by the Owner's Representative, are in an unhealthy or unsightly condition. Warranty shall not include damage or loss of plants, trees, and shrubs caused by fires, floods, freezing rains, lightning storms, or winds over 75 miles per hour, acts of vandalism or negligence on the part of the owner, or any other incident beyond landscape contractor's control.

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220 N. PARK STREET PUD

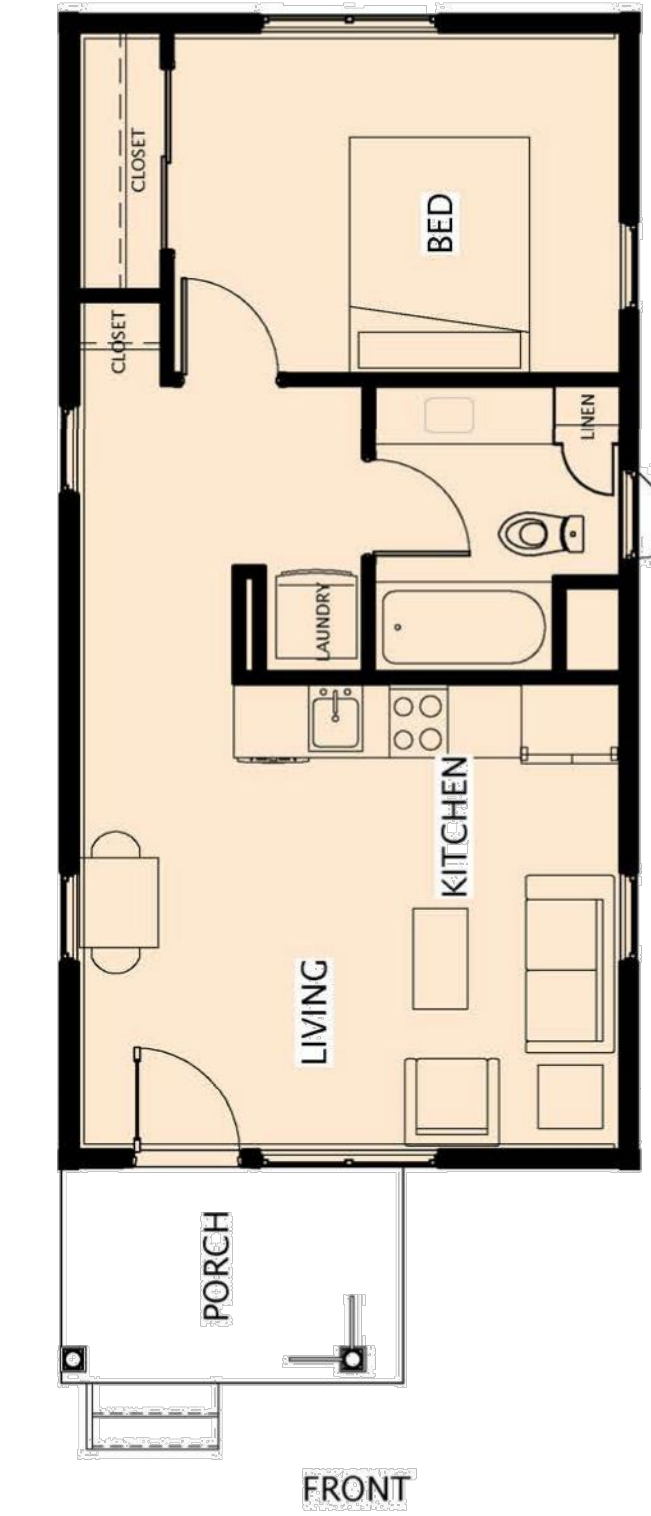
PUD SITE PLAN  
LANDSCAPE DETAILS

11

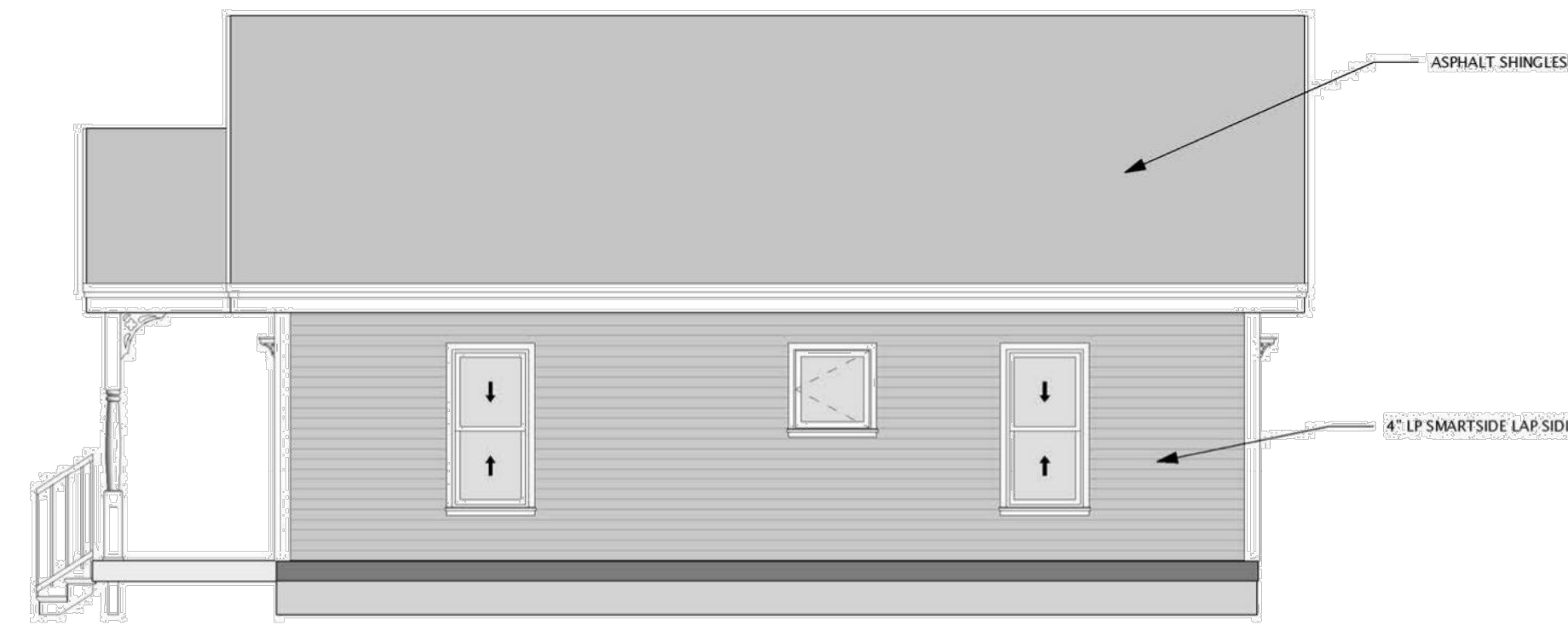
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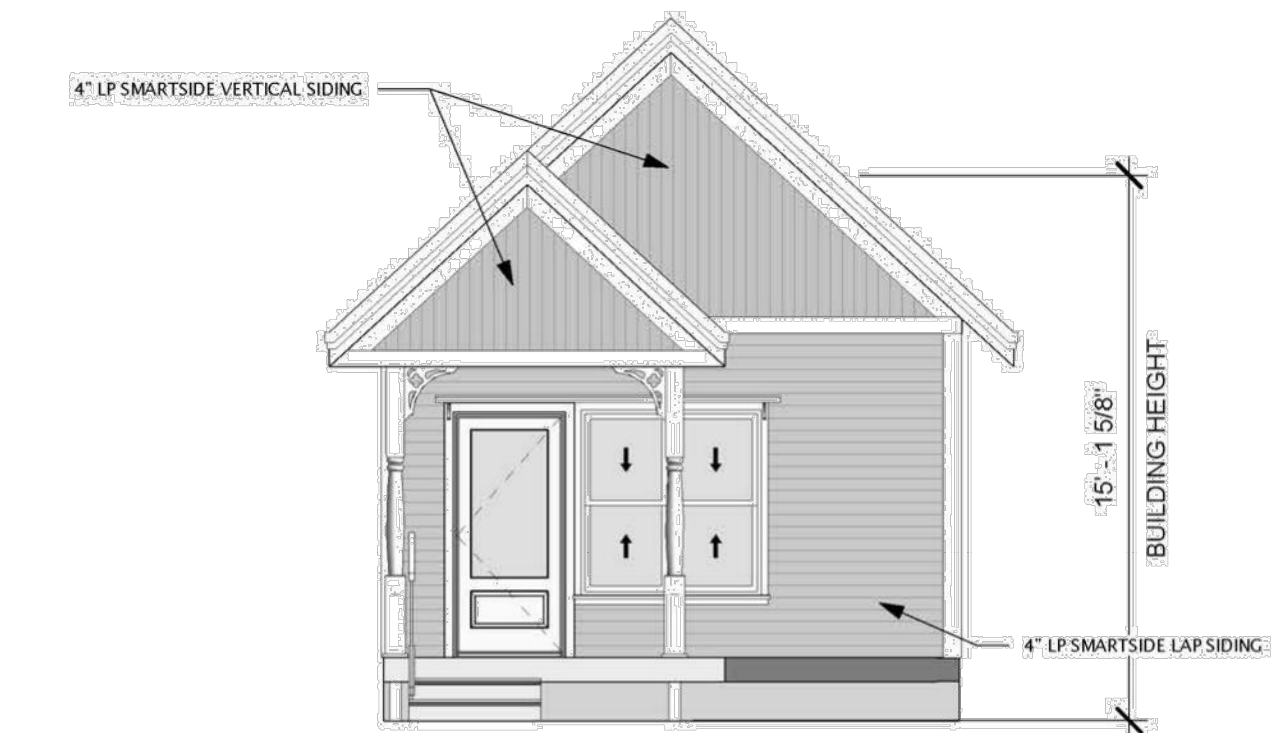
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 WINDOWS TO BE WOOD / ALUMINUM CLAD\*



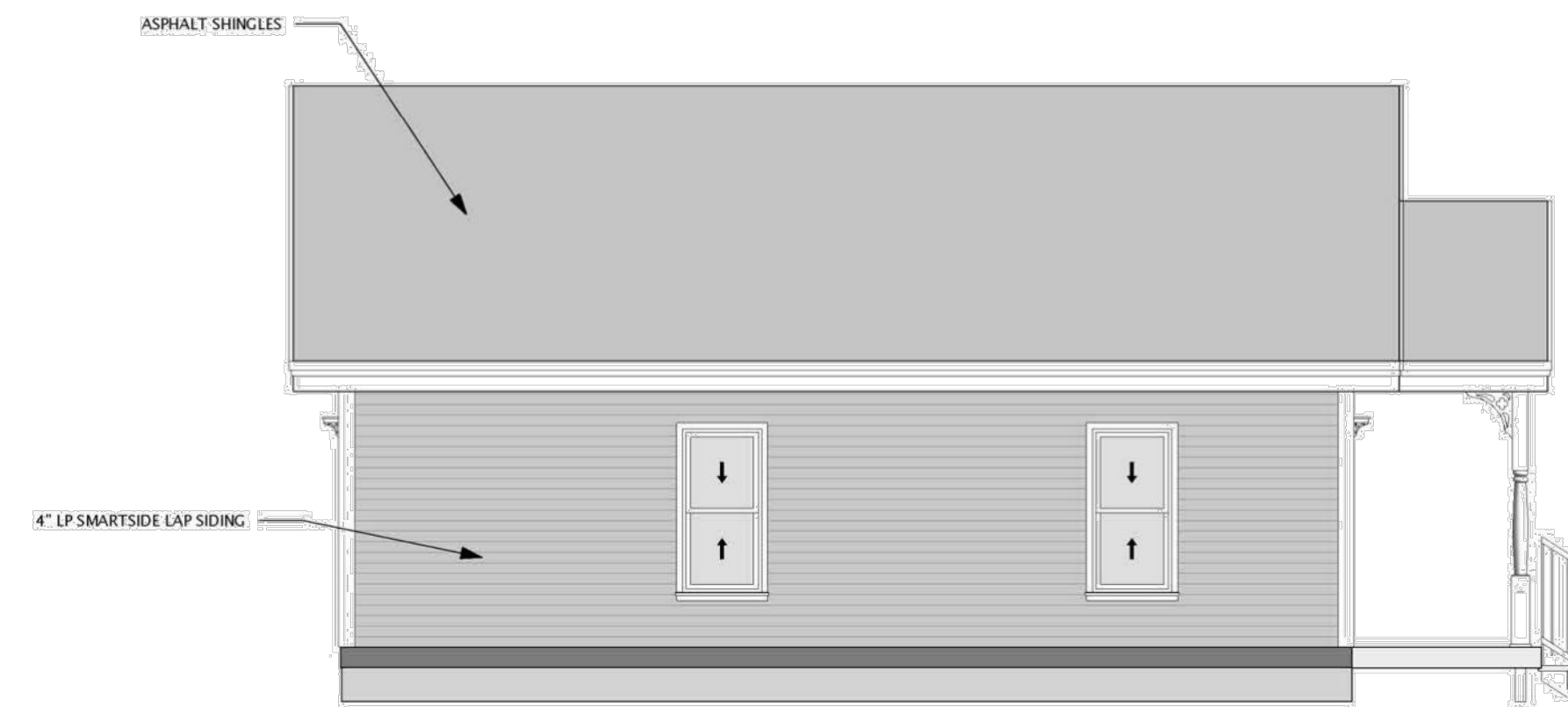
**FIRST FLOOR PLAN - 445 S.F.**  
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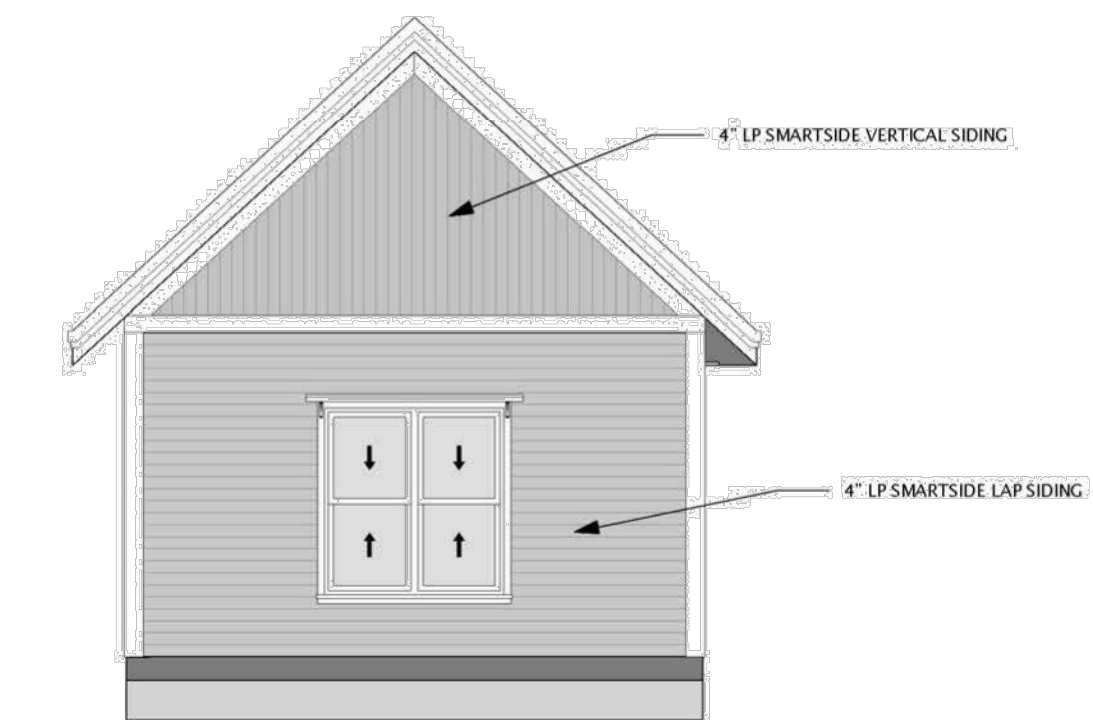
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 SCALE: 3/16" = 1'-0"



**FRONT EXTERIOR ELEVATION**  
 SCALE: 3/16" = 1'-0"



**LEFT EXTERIOR ELEVATION**  
 SCALE: 3/16" = 1'-0"



**REAR EXTERIOR ELEVATION**  
 SCALE: 3/16" = 1'-0"

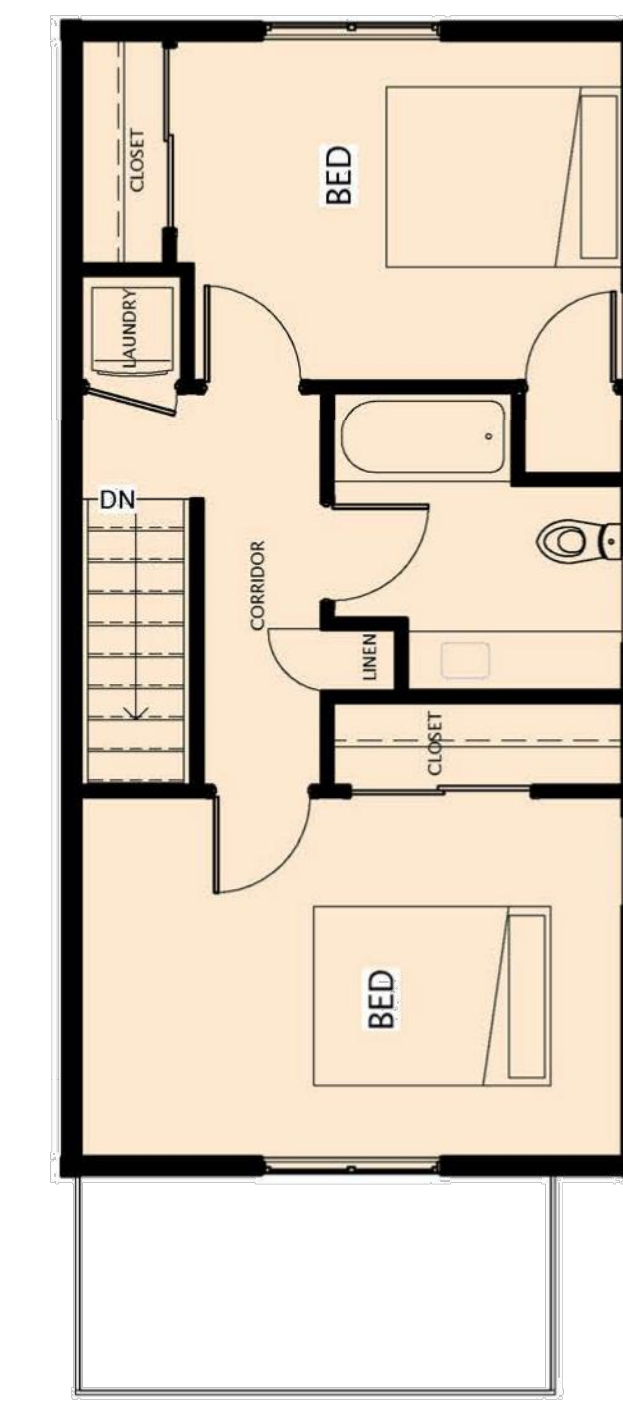
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 220 N. PARK ST. DEVELOPMENT YPSILANTI, MI

Design: Barry J. Polzin  
 Drawn By: MRA  
 Date of Issue: 03/15/22

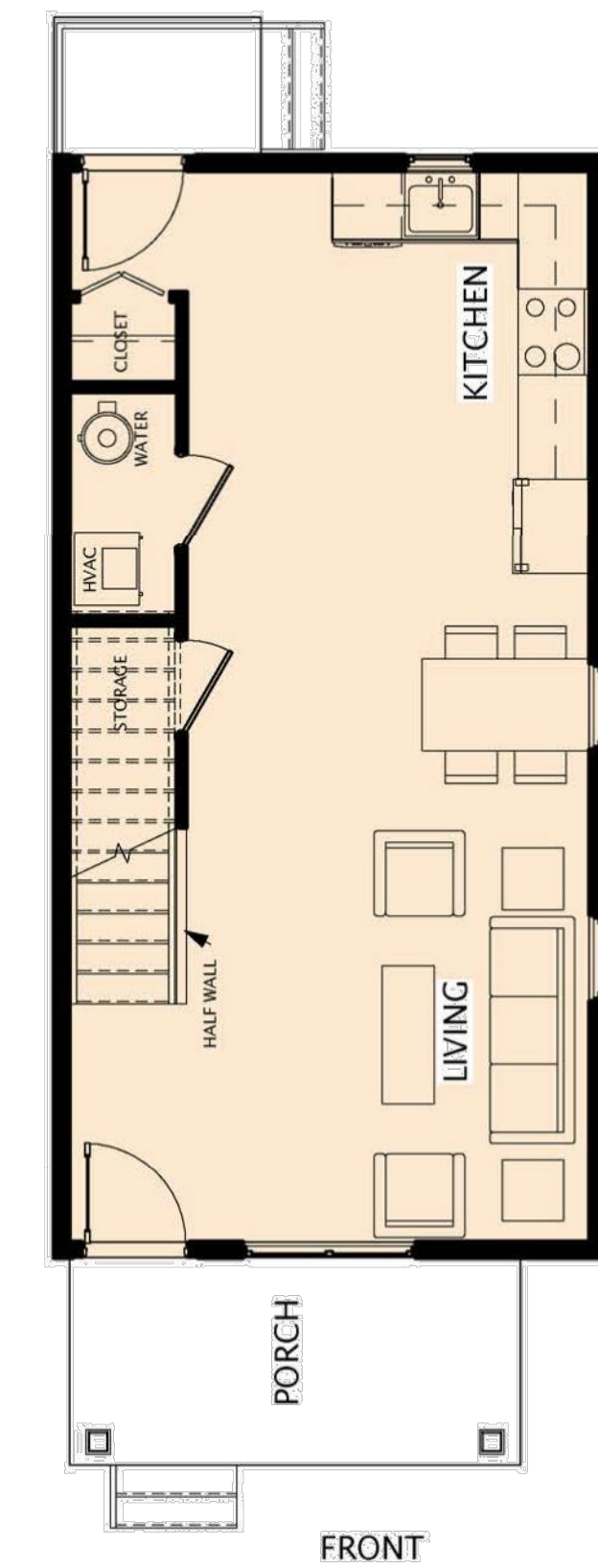
REVISION	DATE	ISSUE BY

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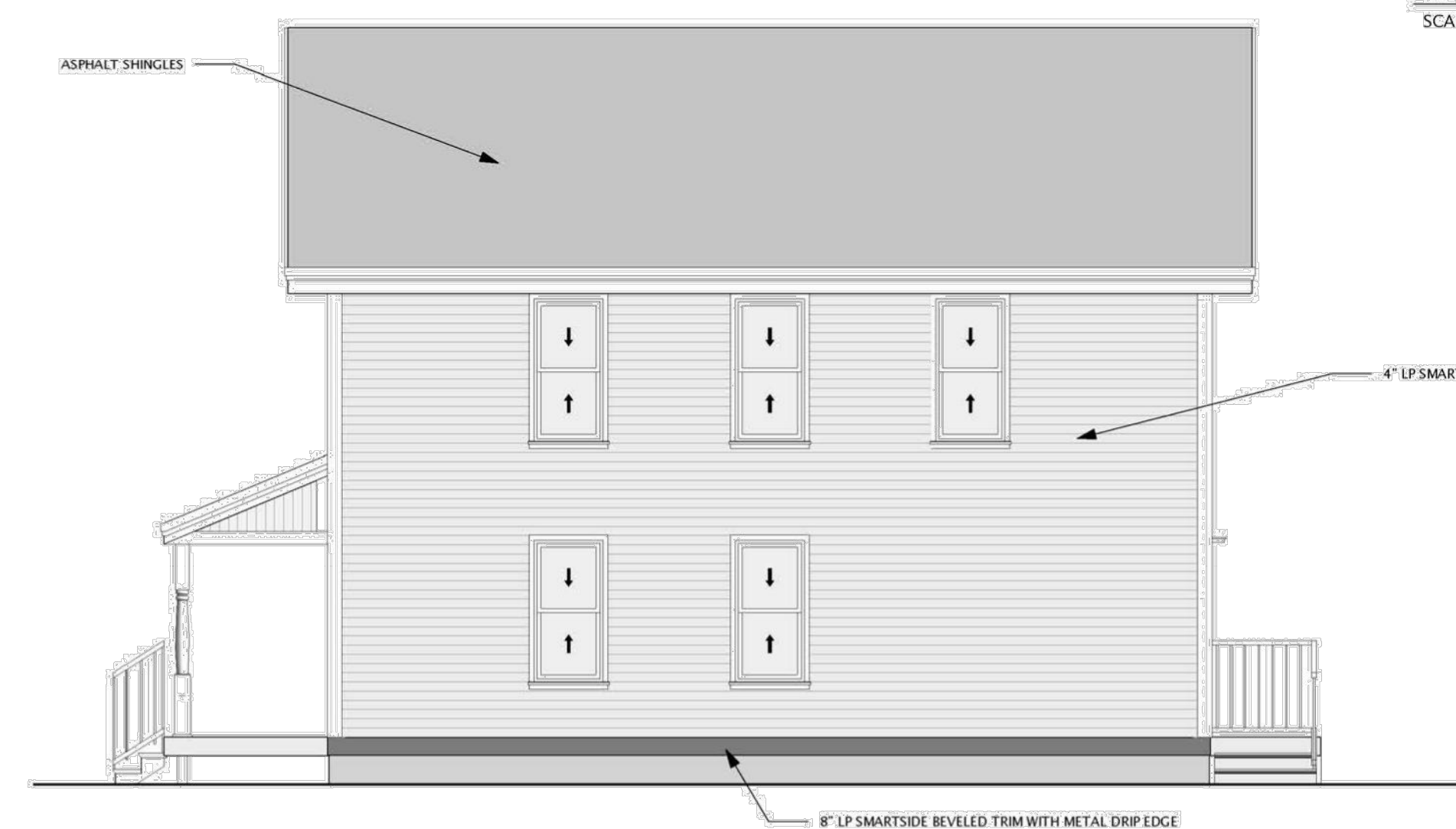


**SECOND FLOOR PLAN - 512 S.F.**  
SCALE: 3/16" = 1'-0"

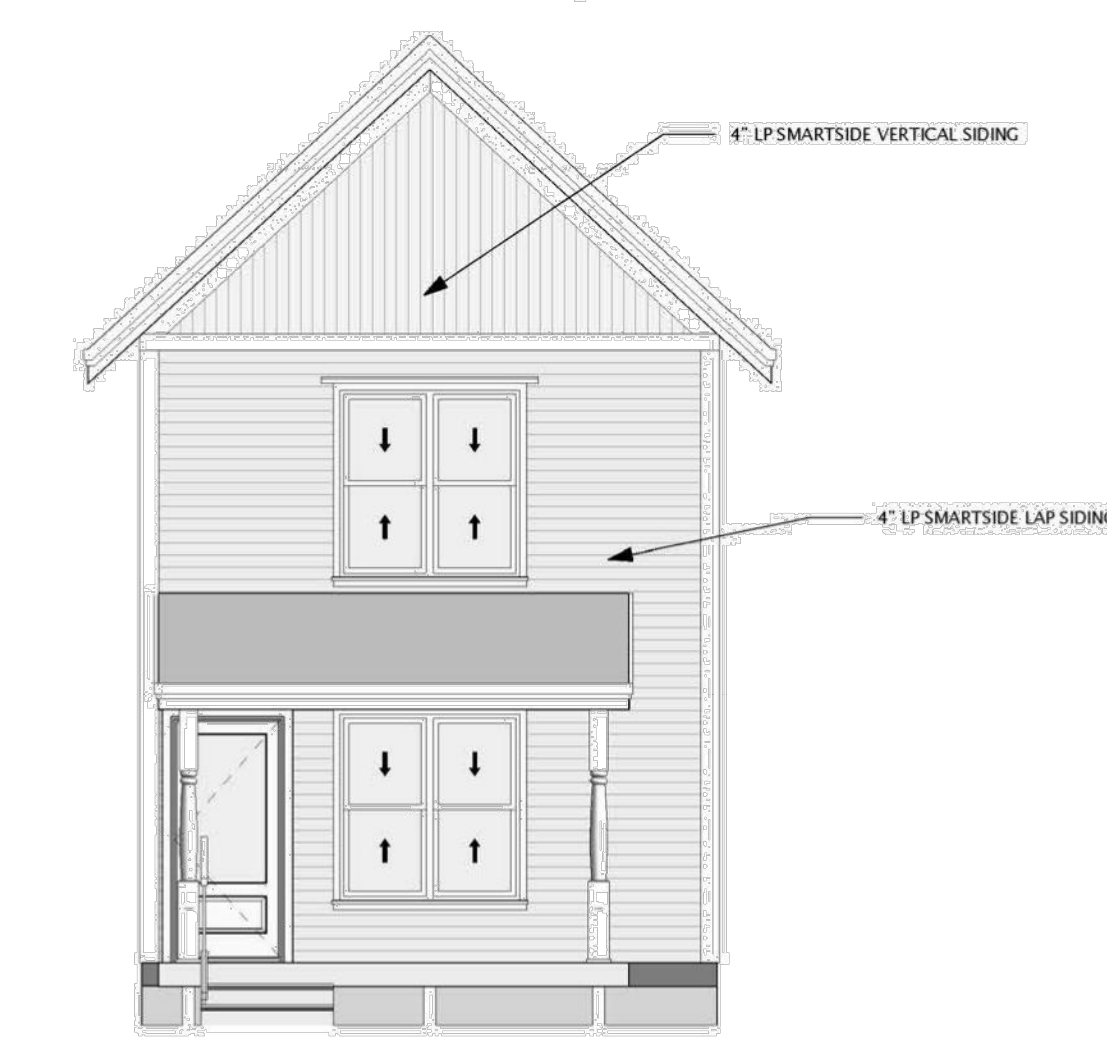


**FIRST FLOOR PLAN - 512 S.F.**  
SCALE: 3/16" = 1'-0"

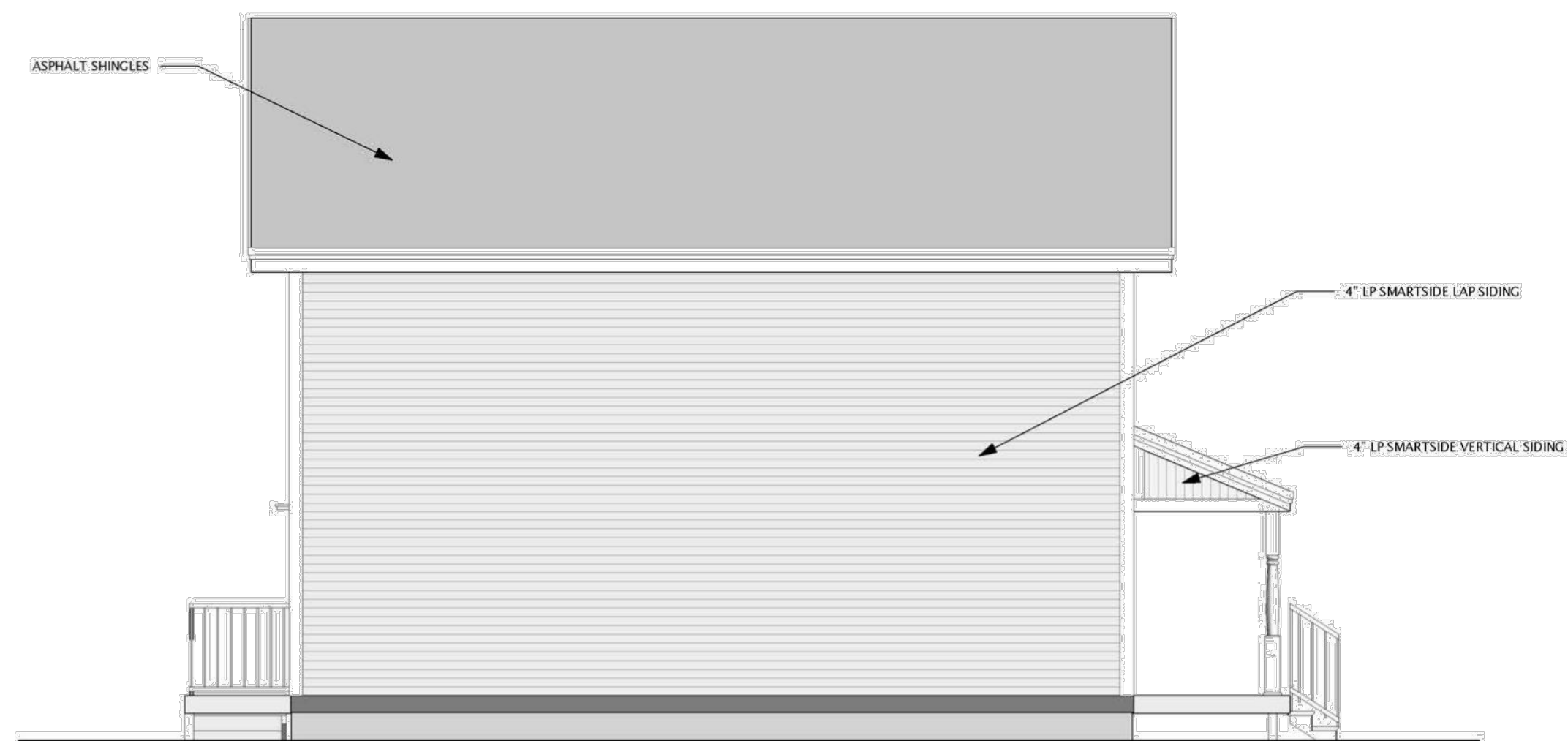
ALL LP SMARTSIDE SIDING AND TRIM TO BE SMOOTH PAINT FINISH\*  
 WINDOWS TO BE WOOD / ALUMINUM CLAD\*



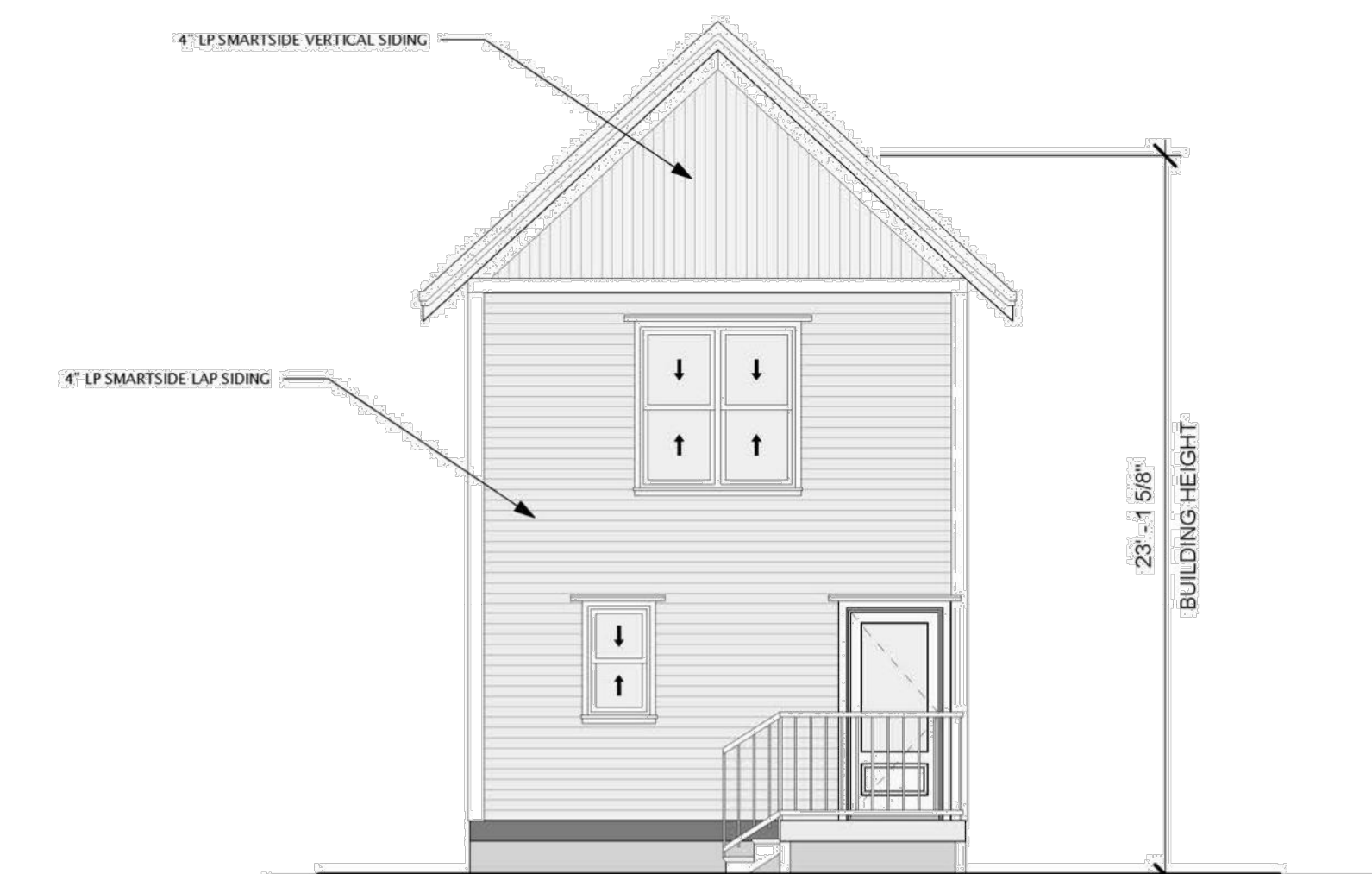
**RIGHT EXTERIOR ELEVATION**  
SCALE: 3/16" = 1'-0"



**FRONT EXTERIOR ELEVATION**  
SCALE: 3/16" = 1'-0"



**LEFT EXTERIOR ELEVATION**  
SCALE: 3/16" = 1'-0"



**BACK EXTERIOR ELEVATION**  
SCALE: 3/16" = 1'-0"

**2 STORY COTTAGE**  
 220 N. PARK ST. DEVELOPMENT YPSILANTI, MI

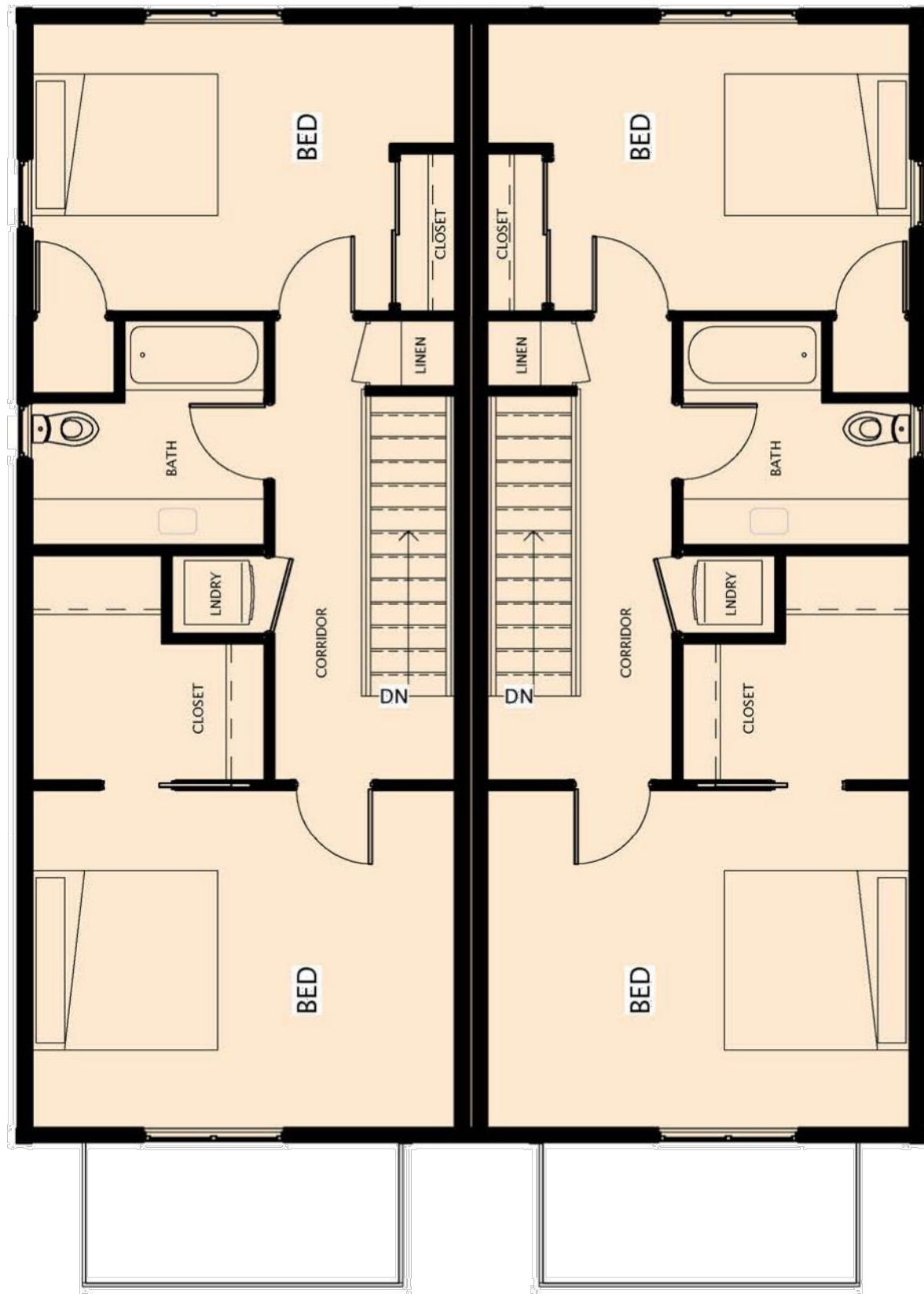
Design: Barry J. Polzin  
 Drawn By: MRA  
 Date of Issue: 03/15/22

REVISION	
DATE	ISSUE BY

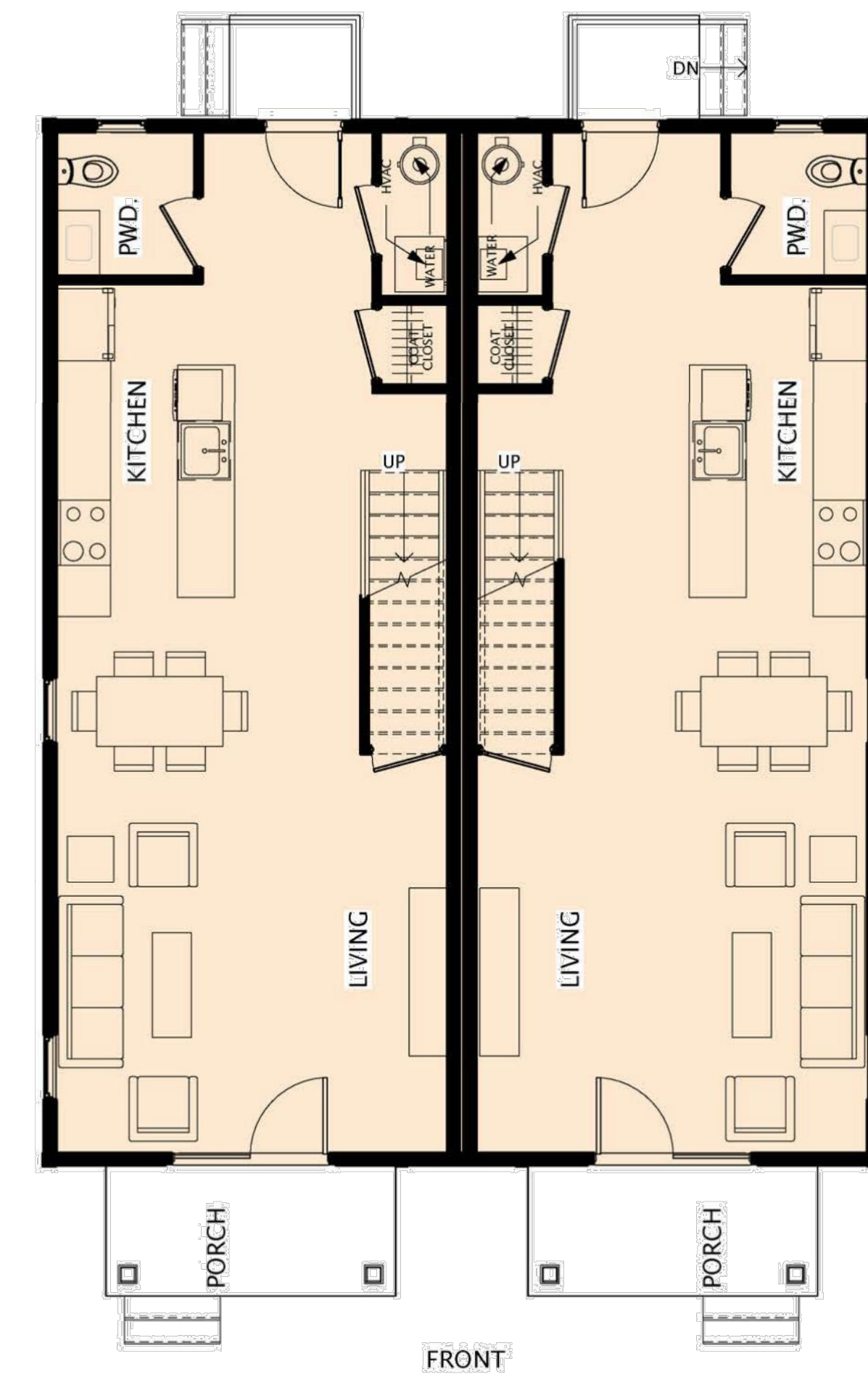
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SHEET:  
**A2.0**



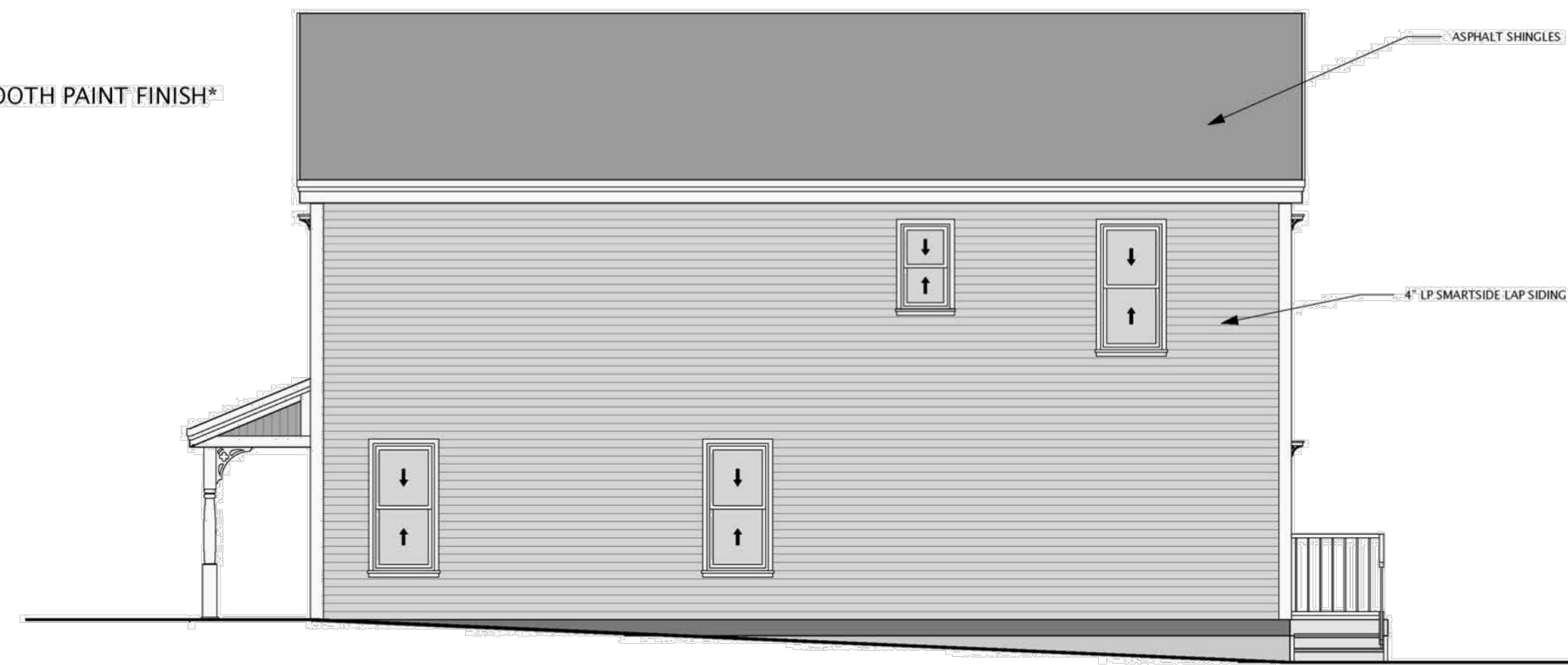


**SECOND FLOOR PLAN - 1280 S.F.**  
SCALE: 3/16" = 1'-0"



**FIRST FLOOR PLAN - 1280 S.F.**  
SCALE: 3/16" = 1'-0"

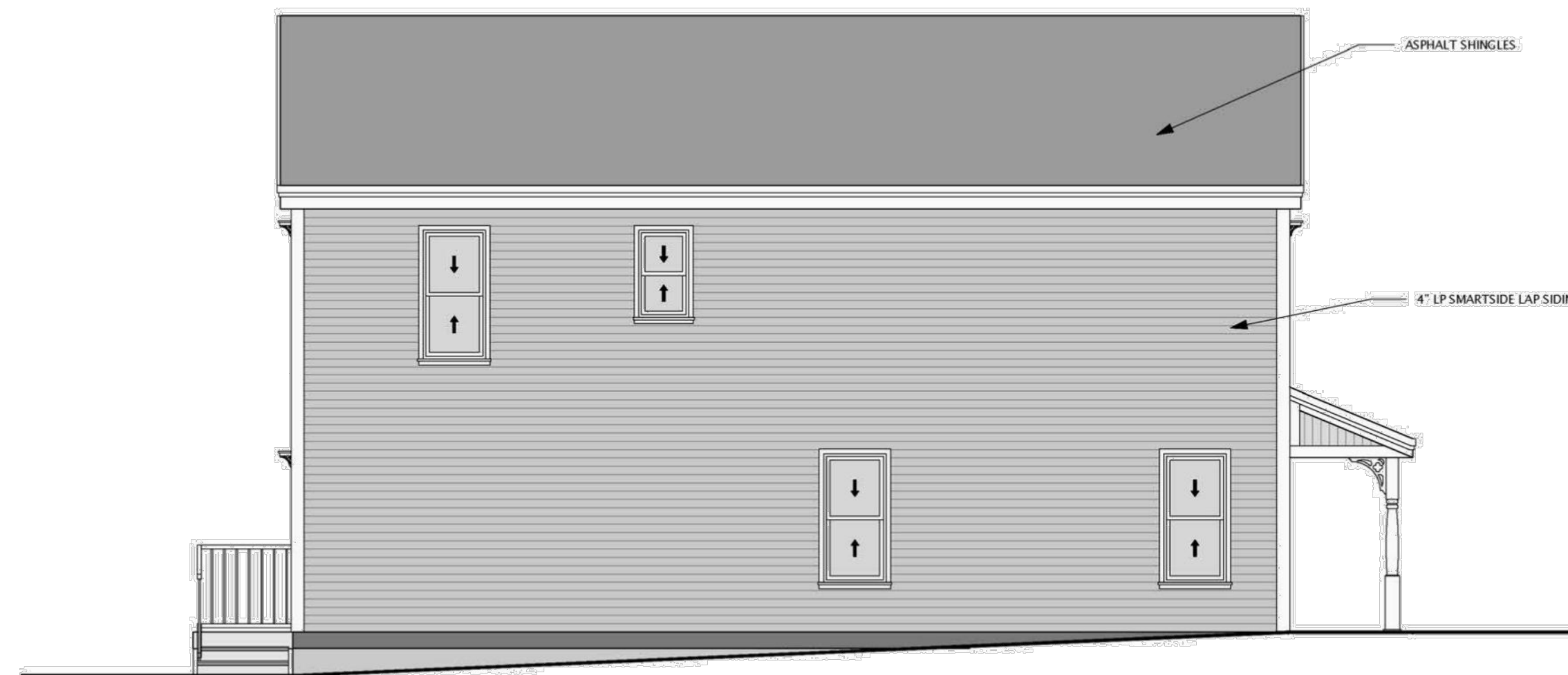
ALL LP SMARTSIDE SIDING AND TRIM TO BE SMOOTH PAINT FINISH\*  
 WINDOWS TO BE WOOD / ALUMINUM CLAD\*



**RIGHT EXTERIOR ELEVATION**  
SCALE: 3/16" = 1'-0"



**FRONT EXTERIOR ELEVATION**  
SCALE: 3/16" = 1'-0"



**LEFT EXTERIOR ELEVATION**  
SCALE: 3/16" = 1'-0"



**BACK EXTERIOR ELEVATION**  
SCALE: 3/16" = 1'-0"

**DUPLEX**

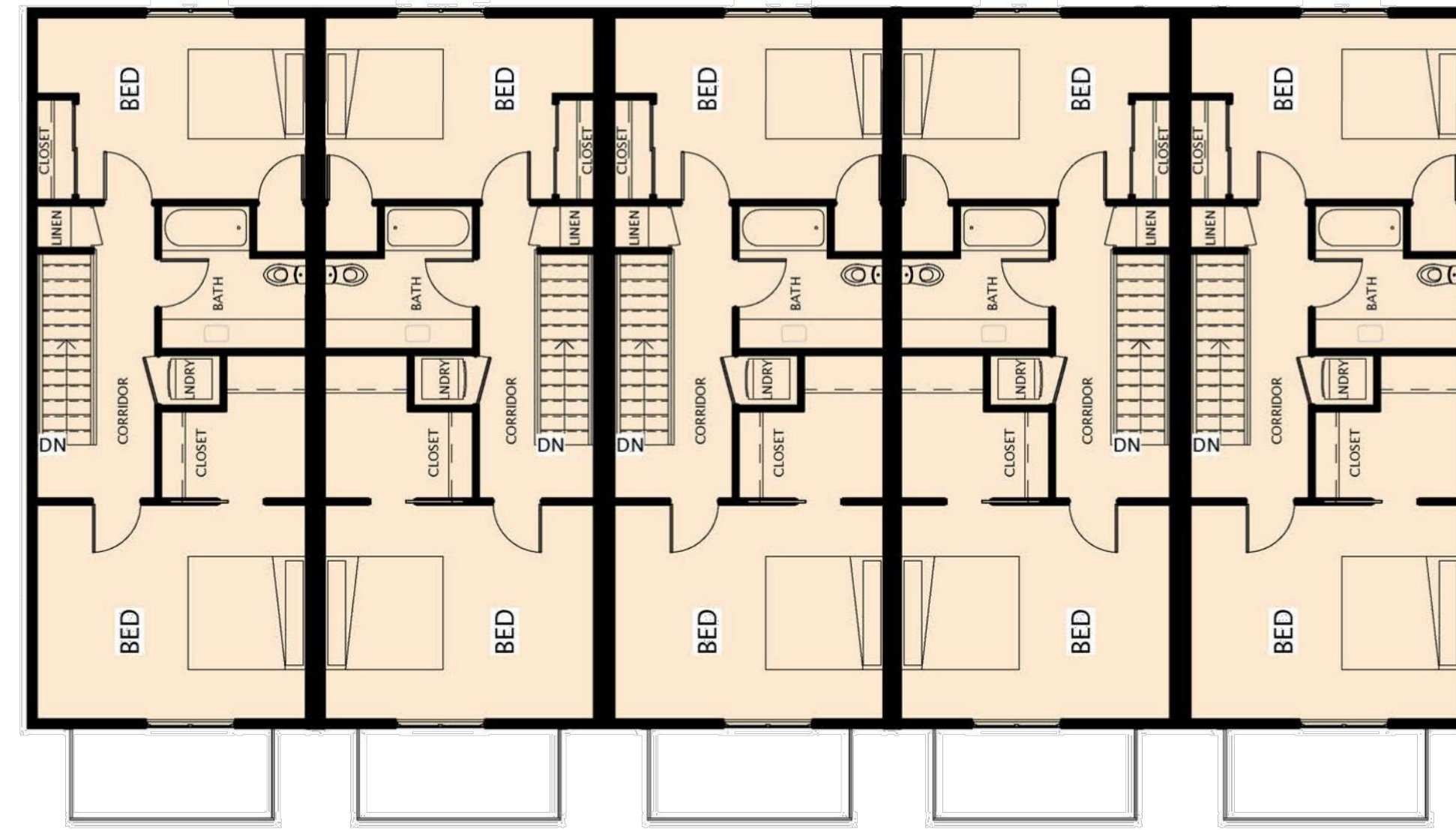
220 N. PARK ST. DEVELOPMENT YPSILANTI, MI

Design: Barry J. Polzin  
 Drawn By: MRA  
 Date of Issue: 03/15/22

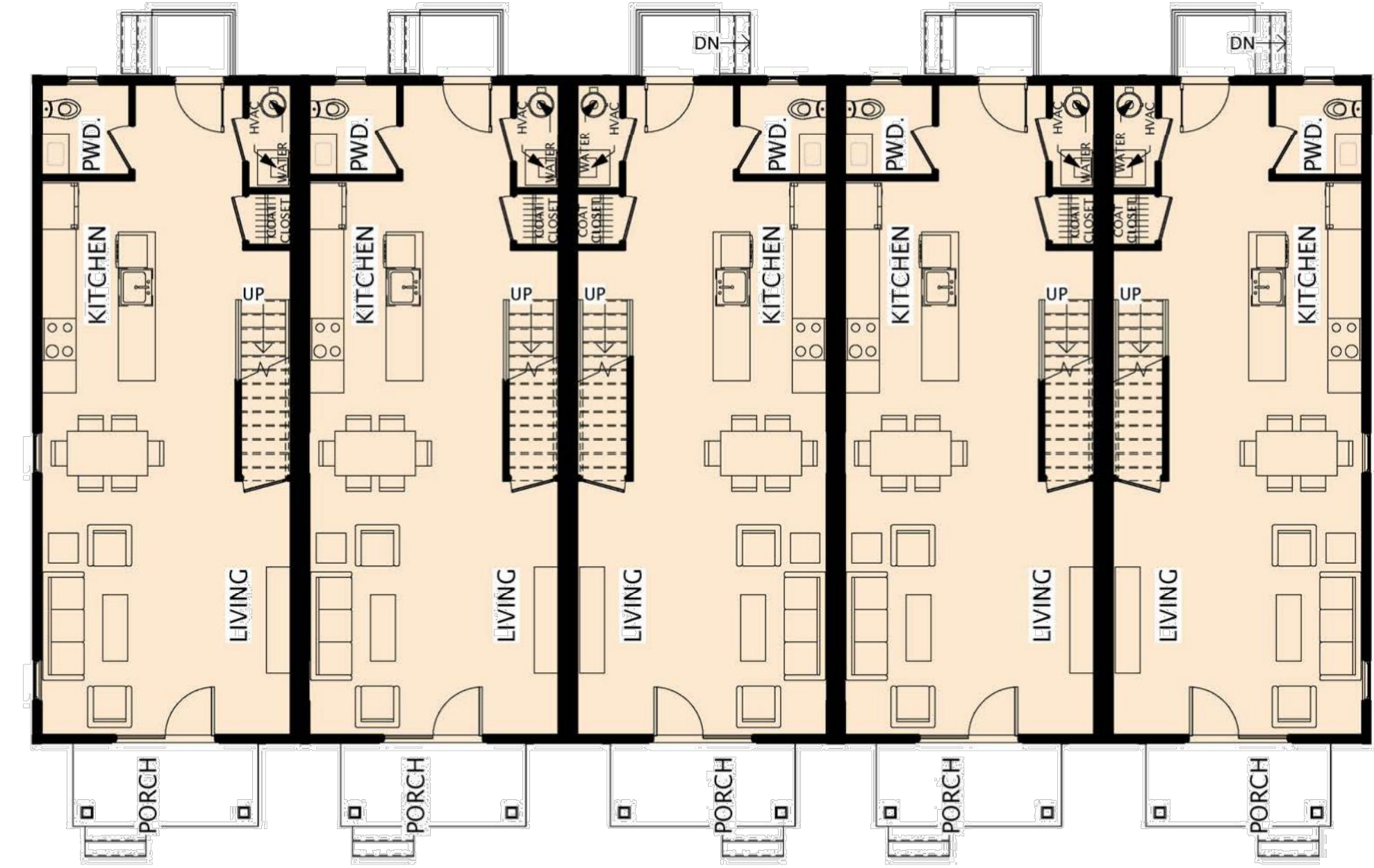
REVISION	DATE	ISSUE BY

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SHEET:  
**A3.0**



SECOND FLOOR PLAN  
SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN  
SCALE: 1/8" = 1'-0"

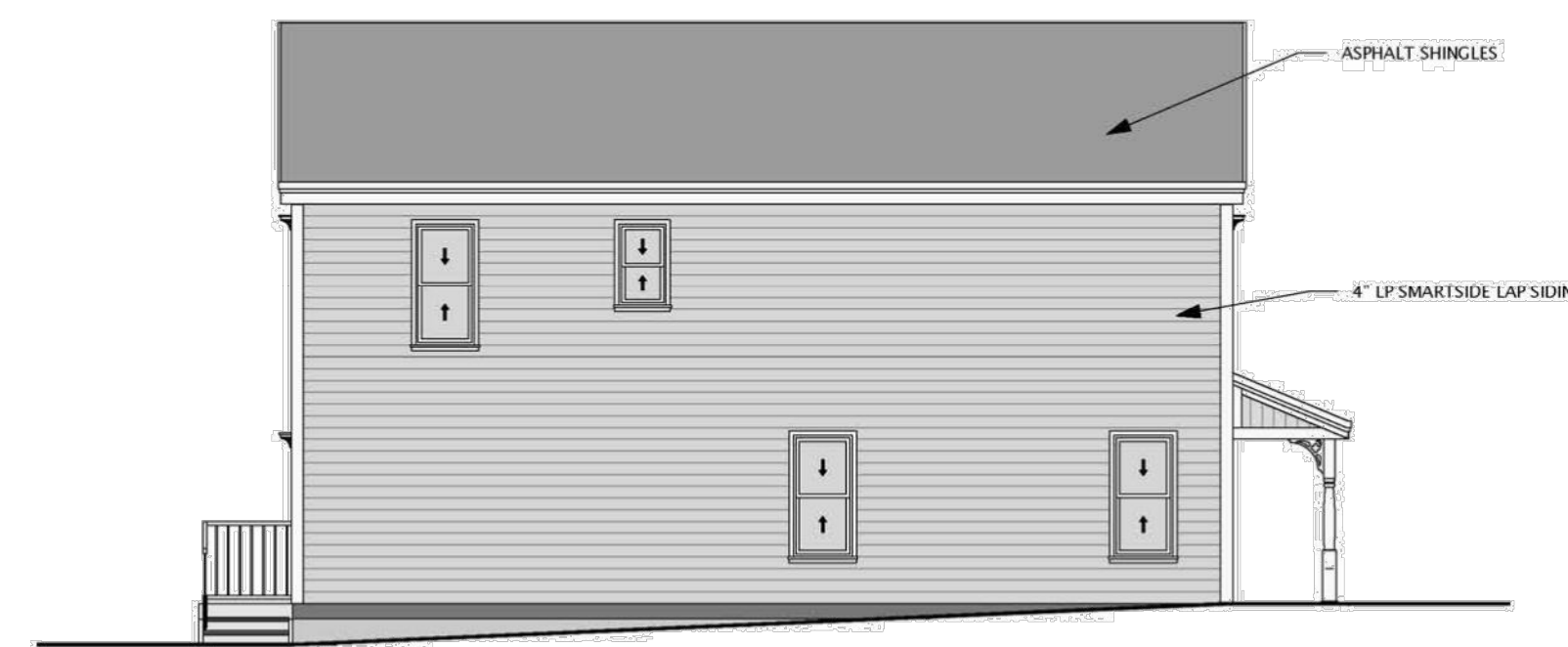
ALL LP SMARTSIDE SIDING AND TRIM TO BE SMOOTH PAINT FINISH\*  
WINDOWS TO BE WOOD / ALUMINUM CLAD\*



RIGHT EXTERIOR ELEVATION  
SCALE: 1/8" = 1'-0"



FRONT EXTERIOR ELEVATION  
SCALE: 1/8" = 1'-0"



LEFT EXTERIOR ELEVATION  
SCALE: 1/8" = 1'-0"



BACK EXTERIOR ELEVATION  
SCALE: 1/8" = 1'-0"

TOWNHOUSES

220 N. PARK ST. DEVELOPMENT YPSILANTI, MI

Design: Barry J. Polzin  
Drawn By: MRA  
Date of Issue: 03/15/22

REVISION	DATE	ISSUE	BY

NO PART OF THIS DRAWING MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEMS WITHOUT WRITTEN PERMISSION BY BARRY J. POLZIN ARCHITECTS.

SHEET:  
**A4.0**

# **Table 1**

## **TIF Table (Tax Capture Reimbursement Schedule)**

**Tax Incremental Revenue Reimbursement Allocation Table**  
**Renovare Ypilianti Homes**  
**Ypilianti, Michigan**  
**1/19/2023**

220 North Park Street Brownfield Plan TIF TABLE	Developer Maximum Reimbursement		School & Local Taxes	Local-Only Taxes	Total
	Proportionality				
State	8.60%	\$ 242,171	\$ -	\$ -	\$ 242,171
Local	91.40%	\$ 2,574,840	\$ 730,000	\$ -	\$ 3,304,840
<b>TOTAL</b>					
EGLE	9%	\$ 113,456	\$ -	\$ -	\$ 113,456
MSP	76%	\$ 2,703,555	\$ -	\$ -	\$ 2,703,555
Local Only	20.6%	\$ 730,000	\$ -	\$ -	\$ 730,000

Estimated Total  
Years of Plan: 18

Estimated TOTAL Capture \$ 4,963,502.24  
 LBRF \$ 532,252  
 State Bldg Redevelopment Fund \$ 252,798  
 Total Reimbursement for Eligible Activities \$ 3,547,011

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	TOTAL
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	
<b>Total State Incremental Revenue</b>	\$ 17,421	\$ 56,620	\$ 26,133	\$ 26,655	\$ 27,188	\$ 27,732	\$ 28,286	\$ 28,852	\$ 29,429	\$ 30,018	\$ 30,618	\$ 31,230	\$ 31,855	\$ 32,492	\$ 33,142	\$ 33,805	\$ 34,481	\$ 35,170	\$ 561,126
<b>State Brownfield Redevelopment Fund (50% of SET)</b>	\$ 2,178	\$ 7,077	\$ 13,066	\$ 13,327	\$ 13,594	\$ 13,866	\$ 14,143	\$ 14,426	\$ 14,715	\$ 15,009	\$ 15,309	\$ 15,615	\$ 15,927	\$ 16,246	\$ 16,571	\$ 16,902	\$ 17,240	\$ 17,585	\$ 252,798
<b>State TIR Available for Reimbursement</b>	\$ 15,244	\$ 49,542	\$ 13,066	\$ 13,327	\$ 13,594	\$ 13,866	\$ 14,143	\$ 14,426	\$ 14,715	\$ 15,009	\$ 15,309	\$ 15,615	\$ 15,927	\$ 16,246	\$ 16,571	\$ 16,902	\$ 17,240	\$ 17,585	\$ 308,328
<b>Total Local Incremental Revenue</b>	\$ 37,923	\$ 123,251	\$ 227,541	\$ 232,092	\$ 236,734	\$ 241,468	\$ 246,298	\$ 251,224	\$ 256,248	\$ 261,373	\$ 266,601	\$ 271,933	\$ 277,371	\$ 282,919	\$ 288,577	\$ 294,349	\$ 300,236	\$ 306,240	\$ 4,402,376
<b>Admin</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Local TIR Available for Reimbursement</b>	\$ 37,923	\$ 123,251	\$ 227,541	\$ 232,092	\$ 236,734	\$ 241,468	\$ 246,298	\$ 251,224	\$ 256,248	\$ 261,373	\$ 266,601	\$ 271,933	\$ 277,371	\$ 282,919	\$ 288,577	\$ 294,349	\$ 300,236	\$ 306,240	\$ 4,402,376
<b>Total State &amp; Local TIR Available for Reimbursement (Excludes LBRF Capture Below)</b>	\$ 53,167	\$ 172,794	\$ 240,607	\$ 245,419	\$ 250,328	\$ 255,334	\$ 260,441	\$ 265,650	\$ 270,963	\$ 276,382	\$ 281,910	\$ 287,548	\$ 293,299	\$ 299,165	\$ 305,148	\$ 311,251	\$ 317,476	\$ 323,825	\$ 4,710,705
<b>REIMBURSEMENT</b>																			
<b>Reimbursement Balance</b>	\$ 3,547,011	\$ 3,493,360	\$ 3,330,567	\$ 3,079,960	\$ 2,834,541	\$ 2,594,213	\$ 2,328,879	\$ 2,068,438	\$ 1,802,788	\$ 1,531,826	\$ 1,255,444	\$ 973,534	\$ 685,987	\$ 392,688	\$ 92,524	\$ -	\$ -	\$ -	\$ -
<b>MSP Non-Environmental Costs</b>	\$ 2,703,555	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>State Tax Reimbursement</b>	\$ 15,239	\$ 47,561	\$ 12,543	\$ 12,794	\$ 13,050	\$ 13,311	\$ 13,577	\$ 13,849	\$ 14,126	\$ 14,408	\$ 14,697	\$ 14,991	\$ 15,290	\$ 15,596	\$ 15,911	\$ 16,234	\$ 16,564	\$ 16,902	\$ 232,614
<b>Local Tax Reimbursement</b>	\$ 28,905	\$ 93,942	\$ 173,437	\$ 176,900	\$ 180,438	\$ 184,047	\$ 187,728	\$ 191,483	\$ 195,312	\$ 199,219	\$ 203,203	\$ 207,267	\$ 211,412	\$ 215,641	\$ 22,011	\$ -	\$ -	\$ -	\$ 2,470,941
<b>Total MSP Reimbursement Balance</b>	\$ 2,658,410	\$ 2,517,908	\$ 2,321,927	\$ 2,142,238	\$ 1,948,749	\$ 1,751,391	\$ 1,550,085	\$ 1,344,754	\$ 1,135,316	\$ 921,688	\$ 702,789	\$ 481,531	\$ 254,829	\$ 23,592	\$ -	\$ -	\$ -	\$ -	\$ -
<b>EGLE Environmental Costs</b>	\$ 113,456	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>State Tax Reimbursement</b>	\$ 488	\$ 1,982	\$ 523	\$ 533	\$ 544	\$ 555	\$ 566	\$ 577	\$ 589	\$ 600	\$ 612	\$ 625	\$ 637	\$ 650	\$ 663	\$ 677	\$ 691	\$ 705	\$ 9,527
<b>Local Tax Reimbursement</b>	\$ 1,214	\$ 3,844	\$ 7,281	\$ 7,837	\$ 7,975	\$ 7,977	\$ 7,883	\$ 7,699	\$ 7,500	\$ 7,304	\$ 7,111	\$ 6,922	\$ 6,737	\$ 6,556	\$ 6,379	\$ 6,206	\$ 6,037	\$ 5,871	\$ 108,899
<b>Total EGLE Reimbursement Balance</b>	\$ 114,755	\$ 105,829	\$ 98,025	\$ 90,085	\$ 81,946	\$ 73,664	\$ 65,217	\$ 56,601	\$ 47,812	\$ 38,848	\$ 29,704	\$ 20,378	\$ 10,865	\$ 1,162	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Local Only Costs</b>	\$ 730,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Local Tax Reimbursement</b>	\$ 7,805	\$ 25,365	\$ 46,828	\$ 47,764	\$ 48,720	\$ 49,694	\$ 50,688	\$ 51,702	\$ 52,736	\$ 53,791	\$ 54,864	\$ 55,964	\$ 57,083	\$ 58,225	\$ 59,391	\$ 60,584	\$ 61,804	\$ 63,048	\$ 730,000
<b>Total Local Reimbursement Balance</b>	\$ 722,195	\$ 696,830	\$ 650,002	\$ 602,238	\$ 553,518	\$ 503,824	\$ 453,186	\$ 401,434	\$ 348,698	\$ 294,907	\$ 240,041	\$ 184,077	\$ 126,894	\$ 68,770	\$ (0)	\$ -	\$ -	\$ -	\$ -
<b>Total Annual Reimbursement</b>	\$ 3,547,011	\$ 63,650	\$ 172,794	\$ 240,607	\$ 245,419	\$ 250,328	\$ 255,334	\$ 260,441	\$ 265,650	\$ 270,963	\$ 276,382	\$ 281,910	\$ 287,548	\$ 293,299	\$ 299,165	\$ 305,148	\$ 311,251	\$ 317,476	\$ 3,547,011
<b>LOCAL BROWNFIELD REVOLVING FUND</b>																			
<b>LBRF Deposits*</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>State Tax Capture</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Local Tax Capture</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total LBRF Annual Capture</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>LUMP SUM Payments (15% of EA)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>\$</b>	\$ 532,052	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Footnotes:**  
 Assumes that a portion of the eligible activities are privately financed, and a portion are funded through grants and public financing  
 5% interest is embedded, or part of the totals within the MSP and EGLE

Tax Increment Revenue Capture Estimates  
 220 North Park Street  
 Ypsilanti, Michigan

220 North Park Street  
 Brownfield Plan

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	TOTAL
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 725,893	\$ 2,359,153	\$ 4,355,360	\$ 4,442,467	\$ 4,531,317	\$ 4,621,943	\$ 4,714,382	\$ 4,808,669	\$ 4,904,843	\$ 5,002,940	\$ 5,102,998	\$ 5,205,058	\$ 5,309,160	\$ 5,415,343	\$ 5,523,650	\$ 5,634,123	\$ 5,746,805	\$ 5,861,741	\$ 5,978,976	\$ 6,098,555		
\$ 725,893	\$ 2,359,153	\$ 4,355,360	\$ 4,442,467	\$ 4,531,317	\$ 4,621,943	\$ 4,714,382	\$ 4,808,669	\$ 4,904,843	\$ 5,002,940	\$ 5,102,998	\$ 5,205,058	\$ 5,309,160	\$ 5,415,343	\$ 5,523,650	\$ 5,634,123	\$ 5,746,805	\$ 5,861,741	\$ 5,978,976	\$ 6,098,555		

School Capture	Millage Rate	CAPTURE PERIOD																			
State Education Tax	6.0000	\$ 4,355	\$ 14,155	\$ 26,132	\$ 26,655	\$ 27,188	\$ 27,732	\$ 28,286	\$ 28,852	\$ 29,429	\$ 30,018	\$ 30,618	\$ 31,230	\$ 31,855	\$ 32,492	\$ 33,142	\$ 33,805	\$ 34,481	\$ 35,170	\$ 35,874	\$ 36,591
School Operating (note 100% of units will claim PRE)	18.0000	\$ 13,066	\$ 42,465	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>School Total</b>	<b>24.0000</b>	<b>\$ 17,421</b>	<b>\$ 56,620</b>	<b>\$ 26,132</b>	<b>\$ 26,655</b>	<b>\$ 27,188</b>	<b>\$ 27,732</b>	<b>\$ 28,286</b>	<b>\$ 28,852</b>	<b>\$ 29,429</b>	<b>\$ 30,018</b>	<b>\$ 30,618</b>	<b>\$ 31,230</b>	<b>\$ 31,855</b>	<b>\$ 32,492</b>	<b>\$ 33,142</b>	<b>\$ 33,805</b>	<b>\$ 34,481</b>	<b>\$ 35,170</b>	<b>\$ 35,874</b>	<b>\$ 36,591</b>
																					\$ 633,591

Local Capture	Millage Rate																				
City Operating	17.6637	\$ 12,822	\$ 41,671	\$ 76,932	\$ 78,470	\$ 80,040	\$ 81,641	\$ 83,273	\$ 84,939	\$ 86,638	\$ 88,370	\$ 90,138	\$ 91,941	\$ 93,779	\$ 95,655	\$ 97,568	\$ 99,519	\$ 101,510	\$ 103,540	\$ 105,611	\$ 107,723
Police and Fire Pension	9.2361	\$ 6,704	\$ 21,789	\$ 40,227	\$ 41,031	\$ 41,852	\$ 42,689	\$ 43,543	\$ 44,413	\$ 45,302	\$ 46,208	\$ 47,132	\$ 48,074	\$ 49,036	\$ 50,017	\$ 51,017	\$ 52,037	\$ 53,078	\$ 54,140	\$ 55,222	\$ 56,327
Public Transit	0.9088	\$ 660	\$ 2,144	\$ 3,958	\$ 4,037	\$ 4,118	\$ 4,200	\$ 4,284	\$ 4,370	\$ 4,458	\$ 4,547	\$ 4,638	\$ 4,730	\$ 4,825	\$ 4,921	\$ 5,020	\$ 5,120	\$ 5,223	\$ 5,327	\$ 5,434	\$ 5,542
Sanitation	2.5826	\$ 1,875	\$ 6,093	\$ 11,248	\$ 11,473	\$ 11,703	\$ 11,937	\$ 12,175	\$ 12,419	\$ 12,667	\$ 12,917	\$ 13,179	\$ 13,443	\$ 13,711	\$ 13,986	\$ 14,265	\$ 14,551	\$ 14,842	\$ 15,139	\$ 15,441	\$ 15,750
Washtenaw County Summer	4.3780	\$ 3,178	\$ 10,328	\$ 19,068	\$ 19,449	\$ 19,838	\$ 20,235	\$ 20,640	\$ 21,052	\$ 21,473	\$ 21,903	\$ 22,341	\$ 22,788	\$ 23,244	\$ 23,708	\$ 24,183	\$ 24,666	\$ 25,160	\$ 25,663	\$ 26,176	\$ 26,699
AAATA	0.6862	\$ 498	\$ 1,619	\$ 2,989	\$ 3,048	\$ 3,109	\$ 3,172	\$ 3,235	\$ 3,300	\$ 3,366	\$ 3,433	\$ 3,502	\$ 3,572	\$ 3,643	\$ 3,716	\$ 3,790	\$ 3,866	\$ 3,943	\$ 4,022	\$ 4,103	\$ 4,185
Library	2.4948	\$ 1,811	\$ 5,886	\$ 10,866	\$ 11,083	\$ 11,305	\$ 11,531	\$ 11,761	\$ 11,997	\$ 12,237	\$ 12,481	\$ 12,731	\$ 12,986	\$ 13,245	\$ 13,510	\$ 13,780	\$ 14,056	\$ 14,337	\$ 14,624	\$ 14,916	\$ 15,215
WCC	3.3759	\$ 2,451	\$ 7,964	\$ 14,703	\$ 14,997	\$ 15,297	\$ 15,603	\$ 15,915	\$ 16,234	\$ 16,558	\$ 16,889	\$ 17,227	\$ 17,572	\$ 17,923	\$ 18,282	\$ 18,647	\$ 19,020	\$ 19,401	\$ 19,789	\$ 20,184	\$ 20,588
WSD	5.2717	\$ 3,827	\$ 12,437	\$ 22,960	\$ 23,419	\$ 23,888	\$ 24,365	\$ 24,853	\$ 25,350	\$ 25,857	\$ 26,374	\$ 26,901	\$ 27,440	\$ 27,988	\$ 28,548	\$ 29,119	\$ 29,701	\$ 30,295	\$ 30,901	\$ 31,519	\$ 32,150
PARKS	0.7166	\$ 520	\$ 1,691	\$ 3,121	\$ 3,183	\$ 3,247	\$ 3,312	\$ 3,378	\$ 3,446	\$ 3,515	\$ 3,585	\$ 3,657	\$ 3,730	\$ 3,805	\$ 3,881	\$ 3,958	\$ 4,037	\$ 4,118	\$ 4,201	\$ 4,285	\$ 4,370
ECSC 800 MHZ	0.1923	\$ 140	\$ 453	\$ 837	\$ 854	\$ 871	\$ 888	\$ 906	\$ 924	\$ 943	\$ 962	\$ 981	\$ 1,000	\$ 1,020	\$ 1,041	\$ 1,062	\$ 1,083	\$ 1,105	\$ 1,127	\$ 1,149	\$ 1,172
Roads	0.4981	\$ 362	\$ 1,175	\$ 2,169	\$ 2,213	\$ 2,257	\$ 2,302	\$ 2,348	\$ 2,395	\$ 2,443	\$ 2,492	\$ 2,542	\$ 2,593	\$ 2,644	\$ 2,697	\$ 2,751	\$ 2,806	\$ 2,862	\$ 2,920	\$ 2,978	\$ 3,038
Vet Relief	0.0966	\$ 70	\$ 228	\$ 421	\$ 429	\$ 438	\$ 446	\$ 455	\$ 465	\$ 474	\$ 483	\$ 493	\$ 503	\$ 513	\$ 523	\$ 534	\$ 544	\$ 555	\$ 566	\$ 578	\$ 589
HGMA	0.2089	\$ 152	\$ 493	\$ 910	\$ 928	\$ 947	\$ 966	\$ 985	\$ 1,005	\$ 1,025	\$ 1,045	\$ 1,066	\$ 1,087	\$ 1,109	\$ 1,131	\$ 1,154	\$ 1,177	\$ 1,201	\$ 1,225	\$ 1,249	\$ 1,274
MH&Public Safety	0.9753	\$ 708	\$ 2,301	\$ 4,248	\$ 4,333	\$ 4,419	\$ 4,508	\$ 4,598	\$ 4,690	\$ 4,784	\$ 4,879	\$ 4,977	\$ 5,076	\$ 5,178	\$ 5,282	\$ 5,387	\$ 5,495	\$ 5,605	\$ 5,717	\$ 5,831	\$ 5,948
Conservation	0.0199	\$ 14	\$ 47	\$ 87	\$ 88	\$ 90	\$ 92	\$ 94	\$ 96	\$ 98	\$ 100	\$ 102	\$ 104	\$ 106	\$ 108	\$ 110	\$ 112	\$ 114	\$ 117	\$ 119	\$ 121
School Sinking Fund	2.9385	\$ 2,133	\$ 6,932	\$ 12,798	\$ 13,054	\$ 13,315	\$ 13,582	\$ 13,853	\$ 14,130	\$ 14,413	\$ 14,701	\$ 14,995	\$ 15,295	\$ 15,601	\$ 15,913	\$ 16,231	\$ 16,556	\$ 16,887	\$ 17,225	\$ 17,569	\$ 17,921
<b>Local Total</b>	<b>49.3054</b>	<b>\$ 37,923</b>	<b>\$ 123,251</b>	<b>\$ 227,541</b>	<b>\$ 232,092</b>	<b>\$ 236,734</b>	<b>\$ 241,468</b>	<b>\$ 246,298</b>	<b>\$ 251,224</b>	<b>\$ 256,248</b>	<b>\$ 261,373</b>	<b>\$ 266,601</b>	<b>\$ 271,933</b>	<b>\$ 277,371</b>	<b>\$ 282,919</b>	<b>\$ 288,577</b>	<b>\$ 294,349</b>	<b>\$ 300,236</b>	<b>\$ 306,240</b>	<b>\$ 312,365</b>	<b>\$ 318,612</b>
																					\$ 5,666,945

Non-Capturable Millages	Millage Rate																					
WSD (uncapturable)	0.37	\$ 269	\$ 873	\$ 1,611	\$ 1,644	\$ 1,677	\$ 1,710	\$ 1,744	\$ 1,779	\$ 1,815	\$ 1,851	\$ 1,888	\$ 1,926	\$ 1,964	\$ 2,004	\$ 2,044	\$ 2,085	\$ 2,126	\$ 2,169	\$ 2,212	\$ 2,256	
Water Street 2016A	1.9483	\$ 1,414	\$ 4,596	\$ 8,486	\$ 8,655	\$ 8,828	\$ 9,005	\$ 9,185	\$ 9,369	\$ 9,556	\$ 9,747	\$ 9,942	\$ 10,141	\$ 10,344	\$ 10,551	\$ 10,762	\$ 10,977	\$ 11,197	\$ 11,420	\$ 11,649	\$ 11,882	
School Debt	7.0000	\$ 5,081	\$ 16,514	\$ 30,488	\$ 31,097	\$ 31,719	\$ 32,354	\$ 33,001	\$ 33,661	\$ 34,334	\$ 35,021	\$ 35,721	\$ 36,435	\$ 37,164	\$ 37,907	\$ 38,666	\$ 39,439	\$ 40,228	\$ 41,032	\$ 41,853	\$ 42,690	
<b>Total Non-Capturable Taxes</b>	<b>9.3183</b>																					
																						\$ 674,404

Footnotes:  
 Assumes a 2% annual appreciation in Taxable Value for purposes of the Plan

# **Attachment A**

## **Brownfield Plan and Resolution(s)**

WASHTENAW COUNTY  
BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN  
FOR THE  
RENOVARE YPSILANTI HOMES  
REDEVELOPMENT PROJECT  
220 N PARK STREET  
YPSILANTI, MICHIGAN

Prepared by:

RENOVARE DEVELOPMENT, LLC  
o/b/o Renovare Ypsilanti Homes, LLC  
42 Watson, Suite B  
Ypsilanti, MI 48201  
Contact Person: Jill Ferrari  
Phone: 313-348-7236

June 19, 2022

Ypsilanti City Council Approval: June 21, 2022

Washtenaw County Brownfield Redevelopment Authority Approval: July 14, 2022

Washtenaw County Board of Commissioners Adoption: September 7, 2022

**WASHTENAW COUNTY  
BROWNFIELD REDEVELOPMENT AUTHORITY  
BROWNFIELD PLAN**

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## **I. INTRODUCTION**

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In order to promote the revitalization of environmentally distressed and blighted areas within the boundaries of the County of Washtenaw, Michigan (the “County”), the County has established the Washtenaw County Brownfield Redevelopment Authority (the “WCBRA”) pursuant to Michigan Public Act 381 of 1996, as amended (“Act 381”).

The primary purpose of this Brownfield Plan (“Plan”) is to promote the redevelopment of and private investment in certain “brownfield” properties within the County. Inclusion of property within this Plan will facilitate financing of environmental response and other eligible activities at eligible properties, and will also provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as “brownfields.” By facilitating redevelopment of brownfield properties, this Plan is intended to promote economic growth for the benefit of the residents of the County and all taxing units located within and benefited by the WCBRA.

This Plan is intended to apply to the eligible property identified in this Plan and, if tax increment revenues are proposed to be captured from that eligible property, to identify and authorize the eligible activities to be funded by such tax increment revenues.

This Plan is intended to be a living document, which may be modified or amended in accordance with the requirements of Act 381, as necessary to achieve the purposes of Act 381.

This Plan describes the project to be completed (see Attachment C) and contains all of the information required by Section 13(2) of Act 381.

## II. GENERAL PROVISIONS

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### **A. Description of the Eligible Property (Section 13 (2)(h)) and the Project**

The property comprising the eligible property consists of one parcel. The eligible property, commonly known as 220 North Park Street, is a “facility” as defined by Part 201 of the Michigan Natural Resources and Environmental Protection Act (NREPA). The parcel and all tangible personal property located thereon will comprise the eligible property and are collectively referred to herein as the “Property.”

Attachment A includes a site map of the Property. The Property is located southeast of Ypsilanti’s Depot Town in the Historic District. The Property is bounded by North Park Street to the west, High Street to the north, railroad tracks to the south and North Grove Street to the east.

The Property is vacant and void of structures.

Parcel information is outlined below.

Address	220 North Park Street
Parcel ID	11-11-09-111-004
Owner	City of Ypsilanti (under Land Contract to Renovare Ypsilanti Homes, LLC)
Legal Description	11E-29A-1 LOT 60 GILBERT'S ADDITION, EXC BEG AT NE COR LOT 60, TH S 00-40-00 W 175.00 FT, TH S 89-50-50 W 147.63 FT, TH N 46-18-30 W 83.72 FT, TH S 89-50-50 W 82.16 FT, TH N 00-40-00 E 117.00 FT, TH N 89-50-50 E 291.00 FT TO THE POB, ALSO BEG AT ELY ROW LN OF PARK ST AT SW COR LOT 60 GILBERT'S ADDITION TO CITY OF YPSI, TH 669.09 FT ALNG ARC OF CURV-LFT-RAD 1945.58 FT - CH S 52-50-00 E 665.80 FT, TH S 00-2-30 W 45.57 FT, TH 660.01 FT ALNG ARC OF CURV-RT-RAD 1986.74 FT - CH N 53-51-20 W 656.98 FT, TH NLY ALNG ROW 60.30 FT TO THE POB. PT OF NE 1/4 SEC 9, T3S-R7E. 0.63 AC, PT OF LOT 60 GILBERT'S ADDITION. 221 N. GROVE *, COMBINED ON 07/28/2014 FROM 11-11-09-111-001, 11-11-09-111-003

Renovare Ypsilanti Homes, LLC is the project developer (“Developer”). The project involves the new construction of 46 attached and detached single-family homes and correlating site improvements at the site located at 220 North Park Street in the City of Ypsilanti.

Renovare Ypsilanti Homes currently has an option, approved by the City of Ypsilanti City Council for the Property and intends to close on a Land Contract in July, 2022 and begin construction immediately thereafter.

Eligible activities are anticipated to be completed within 24 months of commencement. The project description provided herein is a summary of the proposed development at the time of the adoption of the Plan. The actual development may vary from the project description provided herein, without necessitating an amendment to this Plan, so long as such variations are not material and arise as a result of changes in market and/or financing conditions affecting the project and/or are related to the addition or immaterial removal of amenities to the project. All material changes, as determined by WCBRA in its sole discretion, to the project description are subject to the approval of the WCBRA and shall be consistent with the overall nature of the proposed development, its proposed public purpose, and the purposes of Act 381.

Attachment C provides a description of the project to be completed at the Property (the "Project").

**B. Basis of Eligibility (Section 13 (2)(h) and Section 2 (o))**

The Property is considered "eligible property" as defined by Act 381, Section 2 because (a) the Property was previously utilized or is currently utilized for a commercial purpose; (b) it is located within the City of Ypsilanti, a qualified local governmental unit under Act 381; and (c) the Property is determined to be a "facility" per Part 201 of the Natural Resources and Environmental Protection Act (NREPA), as defined by Act 381.

The site qualifies as a "facility" as defined by Part 201 of the Natural Resources and Environmental Protection Act. Subsurface investigations conducted by AKT Peerless in 2021 have revealed the presence of several hazardous substances in soil at concentrations above the EGLE Part 201 Generic Residential Cleanup Criteria (GRCC). A "facility" is defined as any area, place, parcel or parcels of property, or portion of a parcel of property where a hazardous substance in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use has been released, deposited, disposed of, or otherwise comes to be located. A Baseline Environmental Assessment and Due Care analysis are currently being prepared.

**C. Summary of Eligible Activities and Description of Costs (Section 13 (2)(a),(b))**

The "eligible activities" that are intended to be carried out at the Property are considered "eligible activities" as defined by Section 2 of Act 381, because they include the following:

**Department Specific Activities**

*Due Care Activities*

The Developer will complete an additional subsurface investigation to evaluate specific due care obligations in the limited area of identified contamination on Parcel 1. An estimate has been provided for removal and proper handling of contaminated soils in this area. A Baseline Environmental Assessment and Due Care Plan are also being prepared.

### *Preparation of a Brownfield Plan and 381 Work Plan*

The eligible activities include preparation of the required Brownfield Plan and Act 381 Work Plan.

### **Michigan Strategic Fund (MSF) Eligible Activities**

#### *Demolition*

Site demolition activities include the removal of existing improvements such as sidewalks, light poles, fencing, franchise utilities and other items.

#### *Site Preparation*

Site Preparation activities include temporary erosion control, clearing and grubbing, grading, and replacing unstable fill materials.

#### *Soft Costs*

Soft costs include the civil engineering, architectural and legal costs associated with the portion of the site that is included in public infrastructure.

#### *Infrastructure Improvements*

Public infrastructure improvements include right of way improvements for sanitary sewer, storm sewer, water, lighting, sidewalks, landscaping and other site improvements, as well as publicly-owned and managed storm water management system in the southern portion of the site. This system was designed by Midwestern Consultants, Inc. (MCI) The proposed system makes use of the natural grade of the property to capture stormwater runoff in basins located near the southern property line. The basins are 'dry' basins that treat the stormwater, removing sediments and convey it to the City's stormwater system. The basins and the open area surrounding them will be utilized as a 'linear park' with pathways meandering through the undulating topography surrounded by proposed plantings of native deciduous, evergreen and ornamental tree plantings, shrubs and grasses. The linear park will be further provided with seating, play and park features that will be open to the public. This area will be owned and managed by the City of Ypsilanti. Fencing and safety measures will be constructed along the railroad right of way (ROW).

#### *Assistance with Economic Development*

In accordance with Act 381, Section 125.2652(o)(iii)(C) of Act 381 "Assistance to a qualified local governmental unit or authority in clearing or quieting title to, or selling or otherwise conveying, property owned by or under the control of a qualified local governmental unit or authority or the acquisition of property by a qualified local governmental unit or authority if the acquisition of the property is for economic development purposes," is included as an eligible activity. This cost is proposed to be reimbursed using capture from local taxing jurisdictions only ("Local Only").

The City of Ypsilanti recognizes housing attainability as an economic development priority and has established housing attainability as a Community Benefit under their Community Benefits Ordinance. In order to meet the Community Benefit, the Developer intends to set aside 50% of the proposed units for low to middle-income individuals and families. In order to support these attainable home sales and build generational wealth, the

Developer, in partnership with the City of Ypsilanti, intends to include the following costs as Act 381 eligible activities: Homebuyer counseling for qualified buyers, and a subsidy per unit for the attainable units.

*Preparation of a Brownfield Plan and 381 Work Plan*

The eligible activities include preparation of the required Brownfield Plan and Act 381 Work Plan.

*Interest*

The Brownfield Plan includes 5% interest, generated annually at the end of the year as simple interest on the total approved, unreimbursed developer Eligible Activities.

A summary of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the Property are shown in the table attached hereto as Attachment E.

Tax increment revenue generated by the Property will be captured by the WCBRA and used to reimburse the cost of the eligible activities completed on the Property pursuant to the terms of a Reimbursement Agreement to be executed by the WCBRA and the Developer after approval of this Plan (the "Reimbursement Agreement"), to the extent permitted by Act 381.

The costs listed in Attachment E are estimated costs and may increase or decrease depending on the nature and extent of environmental contamination and other unknown conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues of the WCBRA from the Property shall be governed by the terms of the Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Act 381. The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment or reimbursement, provided that the total cost of eligible activities subject to payment or reimbursement under the Reimbursement Agreement shall not exceed the estimated costs set forth in Attachment E. As long as the total costs are not exceeded, line-item costs of eligible activities may be adjusted after the date this Plan is approved by the governing body, to the extent the adjustments do not violate the terms of the approved EGLE or MSF work plan.

**D. Estimate of Captured Taxable Value and Tax Increment Revenues (Section 13(2)(c)); Beginning Date of Capture of Tax Increment Revenues (Section (13)(2)(f); Impact of Tax Increment Financing on Taxing Jurisdictions (Section 13(2)(g))**

This Plan anticipates the capture of tax increment revenues to reimburse the Developer for the costs of eligible activities under this Plan in accordance with the Reimbursement Agreement. Subject to Section 13(b)(16) of Act 381, a table of estimated tax increment revenues to be captured is attached to this Plan as Attachment F.

Except for those activities identified in this Plan as eligible for reimbursement only with incremental local taxes, if EGLE elects not to participate in this Project, or declines to approve certain eligible activities for reimbursement with incremental state school taxes, the other taxing entities will contribute only that proportionate share of capture (the local taxes) and reimbursement that would be contributed if EGLE had approved capture of state school taxes.

Tax increments are projected to be captured and applied to (i) reimbursement of eligible activity costs and payment of WCBRA administrative and operating expenses, (ii) make deposits into the State Brownfield Redevelopment Fund, and (iii) make deposits into the WCBRA’s Local Brownfield Revolving Fund, as follows:

<u>220 North Park Street</u>	<u>TOTAL CAPTURE</u>	<u>Percentage</u>	<u>Reimbursement Costs</u>	<u>LBRF</u>	<u>State Fund</u>
			68%	10%	4%
School Operating Tax	\$ 51,892.50	1%	\$ 35,132.09	\$ 5,269.78	\$ 2,314.88
State Education Tax	\$ 540,186.17	10%	\$ 365,715.02	\$ 54,856.95	\$ 24,097.24
City Operating	\$ 1,590,281.07	30%	\$ 1,076,646.73	\$ 161,496.11	\$ 70,941.07
Police and Fire Pension	\$ 831,535.58	16%	\$ 562,963.41	\$ 84,444.04	\$ 37,094.09
Public Transit	\$ 81,820.20	2%	\$ 55,393.63	\$ 8,309.00	\$ 3,649.93
Sanitation	\$ 232,514.13	4%	\$ 157,415.93	\$ 23,612.26	\$ 10,372.26
Washtenaw County Summer	\$ 394,155.84	7%	\$ 266,850.06	\$ 40,027.29	\$ 17,582.95
AAATA	\$ 61,779.29	1%	\$ 41,825.61	\$ 6,273.81	\$ 2,755.92
Library	\$ 224,609.41	4%	\$ 152,064.31	\$ 22,809.52	\$ 10,019.63
WCC	\$ 303,935.75	6%	\$ 205,769.56	\$ 30,865.26	\$ 13,558.31
WISD	\$ 474,616.57	9%	\$ 321,323.31	\$ 48,198.23	\$ 21,172.24
PARKS	\$ 64,516.23	1%	\$ 43,678.56	\$ 6,551.75	\$ 2,878.01
EECS 800 MHZ	\$ 17,303.96	0%	\$ 11,715.07	\$ 1,757.25	\$ 771.91
Roads	\$ 44,844.46	1%	\$ 30,360.44	\$ 4,554.04	\$ 2,000.47
Vet Relief	\$ 8,697.00	0%	\$ 5,888.01	\$ 883.20	\$ 387.97
HCMA	\$ 18,807.48	0%	\$ 12,732.98	\$ 1,909.94	\$ 838.99
MH&Public Safety	\$ 87,807.26	2%	\$ 59,446.98	\$ 8,917.00	\$ 3,917.01
Conservation	\$ 1,791.62	0%	\$ 1,212.95	\$ 181.94	\$ 79.92
School Sinking Fund	\$ 264,556.18	5%	\$ 179,108.93	\$ 26,866.19	\$ 11,801.62
<b>TOTAL SUM</b>	<b>\$ 5,295,650.69</b>	<b>100%</b>	<b>\$ 3,585,244</b>	<b>\$ 537,784</b>	<b>\$ 236,234</b>
In addition, the following taxes are projected to be generated <u>but shall not be captured</u> during the life of this Plan:					
	Millage	Amount			
WISD	0.3700	\$ 33,311.48			
Water Street 2016A	1.9483	\$ 175,407.45			
School Debt	7.0000	\$ 630,217.20			
<b>Total Non-Capturable Taxes</b>	<b>9.3183</b>				

In no event shall the duration of this Plan exceed thirty-five (35) years following the date of the governing body’s resolution approving this Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (5) of Section 13 of Act 381 or 30 years. The beginning date of capture is estimated to be January 1, 2023. Further, in no event shall the beginning date of the capture of tax increment revenues be

later than five (5) years after the date of the governing body's resolution approving this Plan.

Local only capture will apply to activities that fall under Section 125.2652(o)(iii)(C) of Act 381, "Assistance to a qualified local governmental unit or authority in clearing or quieting title to, or selling or otherwise conveying, property owned by or under the control of a qualified local governmental unit or authority or the acquisition of property by a qualified local governmental unit or authority if the acquisition of the property is for economic development purposes."

**E. Plan of Financing (Section 13(2)(d)); Maximum Amount of Indebtedness (Section 13(2)(e))**

The Developer is seeking financing through the WCBRA Local Brownfield Revolving Loan Fund for a portion of the eligible activities. The remaining eligible activities are to be financed solely by the Developer through a private loan to be repaid with TIR generated by and captured from the redevelopment. The security provided for the loan must be expressly agreed upon by both the Developer, the City of Ypsilanti and the WCBRA. Tax Increment Revenues will be utilized to repay the LBRF Loan given to finance certain Eligible Activities. The terms of the LBRF Loan, including interest rate, grace period, and terms of repayment shall be governed by a separate LBRF Loan Agreement.

The WCBRA will reimburse the Developer for the cost of approved eligible activities, but only from tax increment revenues generated from the Property, and not including payments made for the LBRF Loan.

All reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by this Plan, will be provided solely under the Reimbursement Agreement contemplated by this Plan.

Reimbursements under the Reimbursement Agreement shall not exceed the cost of Eligible Activities permitted under this Plan.

**F. Duration of Plan (Section 13(2)(f))**

This Plan, or any subsequent amendment thereto, may be abolished or terminated in accordance with Section 14(8) of Act 381 in the event of any of the following:

a. The governing body may abolish this Plan (or any subsequent amendment thereto) when it finds that the purposes for which this Plan was established have been accomplished.

b. The governing body may terminate this Plan (or any subsequent amendment thereto) if the project for which eligible activities were identified in this Plan (or any subsequent amendment thereto) fails to occur with respect to the eligible property for at least two (2) years following the date of the governing body resolution approving this Plan (or any subsequent amendment thereto), provided that the governing body first does



both of the following: (i) gives 30 days' written notice to the Developer at its last known address by certified mail or other method that documents proof of delivery attempted; and (ii) provides the Developer with an opportunity to be heard at a public meeting.

Notwithstanding anything in this subsection to the contrary, this Plan (or any subsequent amendment thereto) shall not be abolished or terminated until the principal and interest on bonds, if any, issued under Section 17 of Act 381 and all other obligations to which the tax increment revenues are pledged have been paid or funds sufficient to make the payment have been identified or segregated.

**G. Displacement/Relocation of Individuals on Eligible Property (Section 13(2)(i-l))**

There are no persons or businesses residing on the eligible property and no occupied residences will be acquired or cleared, therefore there will be no displacement or relocation of persons or businesses under this Plan.

**H. Local Brownfield Revolving Fund ("LBRF") (Section 8; Section 13(2)(m))**

The WCBRA has established a Local Brownfield Revolving Fund (LBRF). The LBRF will consist of all tax increment revenues authorized to be captured and deposited in the LBRF, as specified in Section 13(5) of Act 381, under this Plan and any other plan of the WCBRA. It may also include funds appropriated or otherwise made available from public or private sources.

The Developer is seeking to partially finance the eligible activities on the Project through a loan from the LBRF that will be secured and repaid through TIR generated and captured from the Project.

The amount of tax increment revenue authorized for capture and deposit in the LBRF shall be \$537,787, consisting of a lump sum after developer reimbursement equal to 15% of the total developer-reimbursable Eligible Activities included in the approved Brownfield Plan. All funds deposited in the LBRF shall be used in accordance with Section 8 of Act 381.

**I. Brownfield Redevelopment Fund (Section 8a; Section 13(2)(m))**

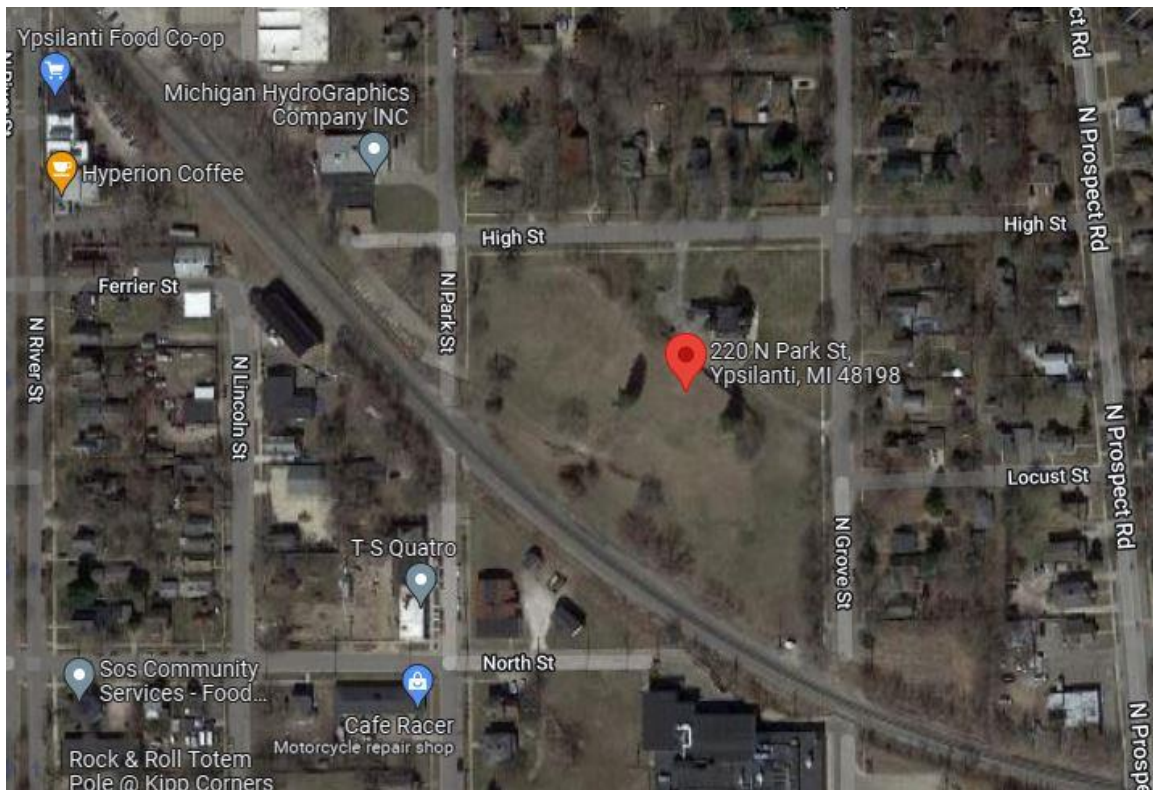
The WCBRA shall pay to the Department of Treasury at least once annually an amount equal to 50% of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, that are captured under this Plan for up to the first twenty-five (25) years of the duration of capture of tax increment revenues for each eligible property included in this Plan.

**J. Obligations, Representations and Warrants**

The WCBRA will not capture TIR for administrative purposes and will not fund the LBRF until the reimbursement of the privately financed activities is complete.

### III. ATTACHMENTS

**ATTACHMENT A**  
**Site Location and Parcel Maps**



## **ATTACHMENT B**

### **Legal Descriptions of Eligible Property to which the Plan Applies**

220 N Park Street

Parcel 1: 11E-29A-1 LOT 60 GILBERT'S ADDITION, EXC BEG AT NE COR LOT 60, TH S 00-40-00 W 175.00 FT, TH S 89-50-50 W 147.63 FT, TH N 46-18-30 W 83.72 FT, TH S 89-50-50 W 82.16 FT, TH N 00-40-00 E 117.00 FT, TH N 89-50-50 E 291.00 FT TO THE POB, ALSO BEG AT ELY ROW LN OF PARK ST AT SW COR LOT 60 GILBERT'S ADDITION TO CITY OF YPSI, TH 669.09 FT ALNG ARC OF CURV-LFT-RAD 1945.58 FT - CH S 52-50-00 E 665.80 FT, TH S 00-2-30 W 45.57 FT, TH 660.01 FT ALNG ARC OF CURV-RT-RAD 1986.74 FT - CH N 53-51-20 W 656.98 FT, TH NLY ALNG ROW 60.30 FT TO THE POB. PT OF NE 1/4 SEC 9, T3S-R7E. 0.63 AC, PT OF LOT 60 GILBERT'S ADDITION. 221 N. GROVE \*, COMBINED ON 07/28/2014 FROM 11-11-09-111-001, 11-11-09-111-003

**ATTACHMENT C**

**Attached Project Description**

## RENOVARE YPSILANTI HOMES

Renovare Ypsilanti Homes proposes to construct **46 for-sale single family residential units** at 220 North Park Street, a publicly owned site near Depot Town in the City of Ypsilanti. The project is designed as a dense, walkable community with **Environmental, Social and Governance (ESG)** components. **Fifty-percent of the housing units will be set aside for qualified individuals and families making 40% to 80% of area median income (AMI)**. This mixed-income approach will target Michigan's working families and help create a more sustainable community.

This project includes the following mix of missing middle single-family product types:

Unit Type	Bedrooms	Baths	Square Footage	Number
D-Row	2	1 1/2	1000	19
Duplex/Town	2	1 1/2	1200	27

A portion of the site will include an **environmentally sustainable stormwater management system** with carefully landscaped plantings that is open to the public. This area will include environmental education features explaining the purpose of each system within the system and its relation to the overall initiative to maintain clean water in Washtenaw County.

The project is expected to close in the **third quarter of 2022** with construction estimated at **24 months**.

Fifty percent of the units will be set aside for households between 40% AMI and 120% AMI through an innovative workforce housing financing program that will offer substantial down payment assistance. The DPA will be allocated on a sliding scale based on multiple factors:

- The DPA may take a 3rd position lien so buyers under 80% AMI will qualify for MSHDA statewide DPA
- DPA will be increased to accommodate lower income households 40-80%
- Ypsilanti city employees and residents will qualify for additional assistance
- All final terms will be outlined in a Program Guideline Manual and Homebuyer Application Form

This approach to equitable development will provide an opportunity for residents to invest in their community and in their futures. The city will also work with local realtors and the housing commission to target outreach for marketing on this project and allow for creative financing such as the HCV Homeownership program.

Ypsilanti is home to Eastern Michigan University. It is a creative and diverse community of 20,000 people clustered in a historic 4.51 miles section of Southeast Michigan, located just 30 miles from Detroit and 15 minutes from the University of Michigan Campus in Ann Arbor. In 2018, the City of Ypsilanti had an estimated population of 20,939. With a median age of 24.2, Ypsilanti residents

## **RENOVARE YPSILANTI HOMES**

are younger, on average, than residents of Michigan, Washtenaw County, and Ann Arbor. After the crash of the housing market in 2008, Ypsilanti saw a steep decline in housing prices, accompanied by an increase in foreclosures and a decline in the homeownership rate due to an influx of “house flipping,” whereby landlords and speculators purchased foreclosed homes and converted them into investment properties.

For-sale housing prices remained low for several years post-crisis before starting to pick up again in 2012-2013. Since then, available housing stock has dried up, leading to a very low vacancy rate, increases in demand, and higher prices for both rental and for-sale housing. Based on the Michigan Statewide Housing Plan the average sales price for a home in Michigan has increased by 84% since 2013. Michigan’s housing market faces numerous long-standing inequities that make it difficult for residents to obtain safe, healthy, and attainable housing. The Covid-19 pandemic has amplified existing disparities in housing access as well as other indicators of health and quality of life. These disparities are higher in many urban LMI census tracts.

New construction has become restrained due to skyrocketing construction costs, lack of available trades and supply chain challenges, which is why the project is seeking gap financing through resources allocated with American Rescue Plan Funding.

## ATTACHMENT E

### ESTIMATED COSTS OF ELIGIBLE ACTIVITIES

Act 381 MSF Eligible Activities Costs and Schedule 220 N Park Street, Ypsilanti Michigan Washtenaw County Brownfield Redevelopment Authority		
MSF Eligible Activities	Cost	Completion Season/Year
<b>Demolition</b>		
Site demolition - Removals (fences, sidewalks, former recreation equipment)	\$ 42,135	Summer 2022
<i>Subtotal</i>	\$ 42,135	
<b>Site Preparation</b>		
Temporary erosion control	\$ 24,325	Summer 2022
Clearing and Grubbing	\$ 41,550	
Grading	\$ 28,000	
Fill - unstable soils	\$ 180,000	
<i>Subtotal</i>	\$ 273,875	
<b>Soft Costs</b>		
Civil Engineering	\$ 8,000	Summer 2022
Architect	\$ 10,920	
Legal (general)	\$ 20,000	
Legal (condo)	\$ 1,000	
<i>Subtotal</i>	\$ 39,920	
<b>Public Infrastructure Improvements</b>		
Right of Way and Publicly-Owned Improvements	\$ 1,214,667	Fall 2022
Fencing and safety measures along rail ROW	\$ 25,000	
<i>Subtotal</i>	\$ 1,280,587	
<b>Assistance with Disposition for Economic Development Purposes</b>		
Homebuyer assistance counseling	\$ 50,000	Summer 2023
Downpayment Assistance (construction subsidy)	\$ 680,000	Summer 2023
<i>Subtotal</i>	\$ 730,000	
<i>SUBTOTAL MSF ELIGIBLE ACTIVITIES</i>	\$ 2,366,517	
<b>Contingency 10%</b>	<b>\$ 236,652</b>	
<b>Interest*</b>	<b>\$ 838,620</b>	
<b>Brownfield Plan/Act 381 Work Plan Preparation</b>	<b>\$ 20,000</b>	
<b>Brownfield Plan/Act 381 Work Plan Implementation</b>	<b>\$ 10,000</b>	
<b>TOTAL</b>		
<b>TOTAL MSF</b>	<b>\$ 3,471,788</b>	
* Assumes a portion of Eligible Activities will be privately financed and a portion will be publicly financed through grants and low to no-interest loans		



**Act 381 EGLE Eligible Activities Costs and Schedule**  
**220 North Park Street, Ypsilanti Michigan**  
**Washtenaw County Brownfield Redevelopment Authority**

EGLE Eligible Activities	Cost	Completion Season/Year
<b>Department Specific Activities</b>		Summer 2022
<b><i>Due Care Activities</i></b>		Spring/Summer 2022
<i>Due Care Investigation</i>	\$ 9,250	
<i>BEA and Section 7A Compliance Analysis</i>	\$ 2,500	
<i>Subtotal</i>	\$ 11,750	
<b><i>Proper Handling of Contaminated Soils</i></b>		Summer 2022
<i>Excavation, transportation and disposal</i>	\$ 50,000	
<i>Subtotal</i>	\$ 50,000	
<b>EGLE Eligible Activities Subtotal</b>	<b>\$ 61,750</b>	
<b>Contingency (15%)</b>	<b>\$ 9,263</b>	
<b>EGLE Eligible Activities Subtotal</b>	<b>\$ 71,013</b>	
<b>Interest*</b>	<b>\$ 34,943</b>	
<b>EGLE Eligible Activities Total Costs</b>	<b>\$ 105,956</b>	
<b>Act 381 Work Plan Technical Writing</b>	<b>\$ 2,500</b>	Spring/Summer 2022
<b>Work Plan Implementation</b>	<b>\$ 5,000</b>	on-going
<b>EGLE Eligible Activities Total Costs</b>	<b>\$ 113,456</b>	

\* Assumes that a portion of the Eligible Activities will be privately financed and a portion will be publicly financed through grants and low to no-interest loans

**ATTACHMENT F**

**TIF Tables**




# Figure 4

## Extent of Known Contamination

# 220 N. Park Street

Anticipated Excavation Area

## Legend

-  220 N Park St
-  Anticipated Excavation Area
-  Soil Boring Location

PS-SB-4



220 N Park St

PS-SB-3



PS-SB-1



PS-SB-2



N

T S Quatro

Google Earth

200 ft

# Figure 5

## Color Site Photographs

View of Subject Property Facing South



View of Subject Property Facing North



View of Subject Property Facing West



View of Subject Property Facing East



# **Attachment B**

## **Development and/or Reimbursement Agreement**

## WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY REIMBURSEMENT AGREEMENT

This Agreement (the “Agreement”) dated August 22, 2022 is entered between the WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (the “Authority”), an authority established pursuant to Act 381 of 1996, as amended (“Act 381”), whose address is 220 N. Main Street, P.O. Box 8645, Ann Arbor, Michigan 48107-8645 and Renovare Ypsilanti Homes, LLC (the “Developer”), a Michigan Limited Liability Company, whose address is 42 Watson Street, Suite B, Detroit, MI 48201.

### RECITALS

- A. Pursuant to Act 381, as amended, the Authority has prepared a Brownfield Plan for the Eligible Property below that was duly approved by the Washtenaw County Board of Commissioners on September 8, 2022 with concurrence from the City of Ypsilanti:
  - a. Located at 220 N. Park Street.
  - b. Located in the City of Ypsilanti, Washtenaw County, Michigan
  - c. Tax Identification Number 11-11-09-111-004 (the “Property”),
  - d. Legal Descriptions provided in Exhibit B
- B. The Developer plans to redevelop the Property as follows:
  - a. Redevelop the parcel into forty six (46) attached and detached residential dwelling units, including twenty three (23) affordable units and twenty three (23) market rate, and associated access roads, public and private utilities, stormwater management system, sidewalks, parking and landscaping, and streetscape enhancements (the “Improvements”).
  - b. This will occur through the Developer incurring costs.
  - c. The Improvements are expected to increase the tax base within the County, and otherwise enhance the economic vitality and quality of life within Washtenaw County.
- C. The Developer will conduct Eligible Activities and incur eligible costs pursuant to the approved Brownfield Plan, Act 381 Work Plan, and according to the terms of this Agreement.
- D. Act 381 permits the capture and use of the real and personal property tax revenues generated from the increase in value of the Eligible Property to pay or reimburse the costs of Eligible Activities.
- E. Act 381 permits the use of TIR to support the payment of Interest on unreimbursed Eligible Costs.



- F. The Authority has incurred and will incur Administrative Costs for its operations and the preparation, approval, and administration of the Brownfield Plan, but will not seek reimbursement from TIR for these costs under the Brownfield Plan.
- G. The Authority has agreed to fund the Local Brownfield Revolving Fund (“LBRF”) after the Developer Reimbursement period, in a lump sum amount equal to 15% of the total developer reimbursable Eligible Activities included in the Brownfield Plan.
- H. The Authority has approved a Five Hundred Thousand Dollar (\$500,000) Loan (“LBRF Loan”) and a Five Hundred Thousand Dollar (\$500,000) Grant (“LBRF Grant”) from the LBRF to fund Eligible Activities. The terms of the LBRF Grant and the LBRF Loan are provided in a separate LBRF Grant and Loan Agreement between the Authority and the Developer.
- I. In accordance with Act 381, the Brownfield Plan, and this Agreement, the parties desire to use TIR generated from an increase in the taxable value of the Eligible Property resulting from its Improvements to reimburse the Developer for actual expenses for approved Eligible Activities, and to fund the LBRF.
- J. The parties are entering into this Agreement to establish the terms, conditions and procedures for the reimbursement from TIR.
- K. To assist in clarifying the various roles and requirements of the County funding (including the Tax Increment Financing via the Brownfield Plan, LBRF Grant and Loan, and \$3.6 million of American Rescue Plan (ARP) granted by the Washtenaw County Board of Commissioners), and City of Ypsilanti requirements of the Planned Unit Development and Community Benefits Agreement, and other requirements, a Memorandum of Understanding (MOU) has been developed between Washtenaw County, the Developer, and the City of Ypsilanti. It is included by reference as Exhibit F.

## TERMS AND CONDITIONS

Pursuant to the Recitals of this Agreement, the parties agree with each other as follows:

1. Definitions – All terms included in this agreement are defined herein, as supplemented by Exhibit A “Definitions.”
2. The Brownfield Plan – The Brownfield Plan, which may be amended from time to time, shall be the Plan in effect at the time that Eligible Activities are conducted and Eligible Costs are incurred. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of this Agreement control. To the extent provisions of the Brownfield Plan or this Agreement conflict with Act 381, Act 381 shall control.
3. Term of Agreement – In accordance with the Brownfield Plan, the Authority shall capture the TIR generated by the Improvements at the Eligible Property to reimburse for Eligible Costs until the earlier of (i) the date that all the Eligible Costs are fully reimbursed under this Agreement; or (ii) at

the end of the 30<sup>th</sup> tax capture year where capture is anticipated to begin in 2023, or as may subsequently be extended by a Brownfield Plan amendment and amendment to this Agreement, after the date the Authority begins to capture TIR under the Brownfield Plan; or (iii) the maximum number of years as established pursuant to a tax appeal, pursuant to Section 4, below. If this Agreement ends before the reimbursement of all Eligible Costs, the last payment by the Authority to the Developer shall be whatever TIR remains from the summer and winter taxes distributed during the final year of the Agreement, after full reimbursement for the State Brownfield Fund, and the LBRF.

4. Eligible Activities – The Eligible Activities shall be generally as described in the “Estimated Costs of Eligible Activities” Table in the Brownfield Plan, Attachment E, and further defined in the approved Act 381 Work Plan.
5. Developer Reimbursable Eligible Costs – The total of costs eligible for reimbursement, the Total Eligible Costs, and the estimated costs for each type of eligible activity, shall be as described in the “Estimated Cost of Eligible Activities” Table of the Brownfield Plan, and further defined by the approved Act 381 Work Plan. The Total Developer Reimbursable Eligible Costs shall be the maximum amount of reimbursement authorized under this Agreement. The actual cost for one or more types of activities may vary from that described in the Brownfield Plan, only within the Environmental or Non-Environmental categories, as long as the Total Developer Reimbursable Eligible Costs are not exceeded.
6. Reimbursement Source – During the term of this Agreement, the Authority shall capture, as provided in the Brownfield Plan and allowed by Act 381, those TIR which are levied from both Local Taxes and Taxes for School Operating Purposes on the Property plus any new personal property that is subject to taxation. The Authority will use those TIR to reimburse Developer Reimbursable Eligible Costs (including Interest) in accordance with the Brownfield Plan, approved Act 381 Work Plan(s) (See Exhibit D) and this Agreement. Local TIR alone shall not be used to reimburse any Eligible Costs unless expressly allowed by the Brownfield Plan.
7. Allocation of Captured Taxes – Captured taxes will be allocated in the following order of priority during each year of the Brownfield Plan:
  - a. Fifty percent (50%) of the taxes levied under the State Education Tax Act in each of the first twenty five (25) years of the Brownfield Plan, or as otherwise required by statute, will be paid to the State of Michigan for allocation to the state brownfield redevelopment fund.
  - b. The balance of Local and School Operating captured taxes will be allocated for both repayment of the Five Hundred Thousand Dollars (\$500,000) LBRF Loan and the reimbursement of actual costs of Eligible Activities incurred by the Developer, in accordance with the separate LBRF Grant and Loan Agreement between the Authority and Developer. A maximum of Seven Hundred Thirty Thousand Dollars (\$730,000) in Eligible Activities for Assistance with Disposition for Economic Development Purposes will be reimbursed using Local captures taxes only.

- c. The Authority will then capture, after Developer has been fully reimbursed all Eligible Costs or after the capture limit described in Section 3 has been reached, whichever comes first, a lump sum amount of \$537,784 to be paid into the LBRF.
8. Eligible Costs Reimbursement – For those Eligible Costs for which Developer seeks reimbursement from the Authority, the Developer shall incur Eligible Costs and submit documentation to the Authority according to the instructions and guidelines provided in Exhibit E. The parties agree that Developer shall only seek reimbursement for its actual costs to perform the Eligible Activities (plus interest as authorized in the Brownfield Plan), in accordance with the Brownfield Plan and Act 381 Work Plan, whether or not they were incurred after the Brownfield Plan and Act 381 Work Plan were first approved. Eligible Activities being submitted for reimbursement shall not have occurred more than twenty four (24) months prior to the submittal date, with the exception of Eligible Activities (e.g. environmental assessments, BEA, and Due Care Planning Activities) which were incurred prior to approval of the Brownfield Plan. Further, Six Hundred Eighty Thousand Dollars (\$680,000) of the “Assistance with Disposition for Economic Development Purposes” for Downpayment Assistance (Construction Subsidy) shall be reimbursable solely with documentation from the Developer providing evidence that Certificates of Occupancy have been given by the City of Ypsilanti for the twenty-three (23) affordable housing units (fifteen (15) cottages and (8) duplexes).
9. Interest – A maximum of Eight Hundred Seventy One Thousand, Five Hundred Sixty Three Dollars (\$871,563) in Interest will be reimbursed in accordance with the Brownfield Plan, calculated annually at a rate of five percent (5%) of the unreimbursed approved actual Eligible Activities.
10. Payments – Payments to Developer shall be made as follows:
  - a. Within ninety (90) days of its receipt of the documentation described in Section 8 above, the Authority, in its sole discretion, shall either approve Eligible Costs for payment or request additional information. If the Authority determines all or a portion of the requested payment is for Approved Eligible Costs, it shall process that the portion of the payment request as provided in sub-section (b) below. If the Authority determines that insufficient information has been provided, disputes any portion of any payment request or disputes the eligibility of any costs of any payment request, it shall notify Developer in writing of its determination, the reasons for its determination and the additional documentation that the Authority determines to be sufficient for the Authority to approve the Eligible Cost(s) in question. Developer shall have thirty (30) days to address the reasons given by the Authority (including providing additional documentation) and shall have an opportunity to meet with the Authority’s representatives or, if the Authority Board consents, to formally meet with the Authority and be placed on a meeting agenda to discuss and resolve any remaining dispute. In doing so, Developer shall provide the Authority a written response to the Authority’s decision and the reasons given by the Authority for the denial of the Eligible Cost(s) in question. If the parties do not resolve the dispute in such a manner, it shall be resolved as provided in Section 11 below.

- b. Once the Authority determines that Eligible Costs are Approved Eligible Costs, it shall pay to Developer the amounts for which submissions have been made pursuant to Section 7 of this Agreement within thirty (30) days after the Authority receives TIR from which the Approved Eligible Costs may be wholly or partially paid. The Authority shall only be obligated to reimburse Developer to the extent TIR is available to reimburse such costs.
  - c. INTENTIONALLY DELETED
  - d. The amount to be reimbursed under this Agreement shall not exceed the following:
    - i. The maximum amount of Developer Reimbursable Eligible Costs in the approved Brownfield Plan and as further determined by the approved Act 381 Work Plan; and
    - ii. The maximum amount of Approved Eligible Costs as determined by this Agreement.
  - e. The Authority may not make TIR reimbursements while Real Property Taxes for the Property are delinquent.
  - f. If the property owner has filed an appeal of property assessment and/or the outcome of such an appeal is still pending, the Authority, at its sole discretion, may withhold reimbursement of Developer Reimbursable Eligible Costs to the extent such reimbursement exceeds the TIR based upon Developer's purported value in a filing with the State Tax Commission, until such appeal is resolved. The purpose of any delay is to prevent overpayment and the need to "claw-back" funds reimbursed due to lowered Taxable Values.
11. Dispute As to Eligible Costs – If there is a dispute over whether a cost submitted by Developer is an Eligible Cost the dispute shall be resolved by an independent knowledgeable professional chosen by mutual agreement of the parties. If the parties are unable to agree upon a knowledgeable professional, then the County and Authority shall together choose an independent knowledgeable professional and Developer shall choose an independent knowledgeable professional to review the Authority's decision. If the two knowledgeable professionals so selected agree that costs submitted are eligible, the Developer shall be reimbursed those costs in accordance with this Agreement. If the two professionals so selected cannot agree that costs submitted are eligible, the two selected professionals shall appoint a third knowledgeable professional who shall make a final determination and Developer shall then be reimbursed those costs in accordance with this Agreement to the extent determined by the third knowledgeable professional. All fees and costs incurred by any party with respect to this Section, shall be the sole responsibility of the Developer. Failure of the Developer to pay any obligation incurred with respect to this Section shall constitute a default of this Agreement pursuant to Section 12.

12. Default – Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party, and the defaulting party shall have thirty (30) days (or such longer reasonable time as may be required given the circumstances, or by agreement of the parties) to cure the default. If the default is not cured within this time period, then the non-defaulting party shall have the right to terminate this Agreement, or, at the election of such non-defaulting party, may obtain any form of relief permitted under this Agreement, and any applicable laws and court rules of the State of Michigan, including the right to seek and obtain a decree of specific performance from a court of competent jurisdiction. Any right or remedy provided by a specific provision of this Agreement shall be deemed cumulative to, and not conditioned on, any other remedies upon default.
13. Local Brownfield Revolving Fund – In accordance with Act 381 and the Brownfield Plan, the Authority will fund the LBRF using a portion of the TIR captured by the Authority after the period of reimbursement of Developer’s Eligible Costs and accrued Interest.
14. Authority Monitoring -- The Authority may monitor the Project for the purpose of verifying that the activities, invoices and accounting of the Developer are accurate, reasonable and constitute Eligible Activities under this Agreement. The Developer shall provide any authorized representative of the Authority access to or copies of permits, data, reports, testing, or sampling results, invoices or other such documents reasonably necessary for monitoring. The Authority, the Michigan Department of Environment, Great Lakes and Energy (“EGLE”) or the Michigan Strategic Fund (“MSF”) shall also be given access to the property upon reasonable request in order to review any Eligible Activities or perform any other obligations under this Agreement or under Act 381. Except in the case of an emergency or exigent circumstance, the Authority shall give the Developer at least twenty four (24) hours notice of requests under this Section. Except for the right to monitor the Developer’s compliance with this Agreement, nothing in this Agreement shall be interpreted to give the Authority any right to exercise control over the performance of Eligible Activities or to otherwise direct or control the actions by the Developer.
15. Adjustments – If, due to an appeal of any tax assessment, reassessment of any portion of the Property, abatement of any taxes, or for any other reason, the Authority is required to reimburse any TIR to any tax levying unit, then: i) the Developer shall pay the Authority the full amount required to reimburse such TIR, including interest and penalties, within thirty (30) days of receiving any invoice from the Authority; or ii) the Authority may deduct the amount of any such reimbursement, including interest and penalties, from all subsequent payments due to the Developer until such TIR, including interest and penalties, is fully recovered. If all amounts due the Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, the Authority shall invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within thirty (30) days of the Developer’s receipt of the invoice. Amounts invoiced and paid to the Authority by the Developer pursuant to this Section shall not reduce Eligible Costs for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement.

16. Insurance – The Developer shall purchase and maintain insurance coverages as indicated at limits not less than those set forth below. The Developer shall also require each and every contractor(s) and/or subcontractor(s) engaged by the Developer to perform services pursuant to this Agreement to purchase and maintain insurance coverages at the limits set forth below while performing services at the Property. Developer and its contractor(s) and/or subcontractor(s) shall name Washtenaw County and Washtenaw County Brownfield Redevelopment Authority as additional insureds under all coverages listed below except Worker’s Compensation. The Developer shall maintain other insurance as it deems appropriate for its own protection.

- a. Worker’s Disability Compensation and Occupational Disease Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following:
  - i. Contractual Liability
  - ii. Products and Completed Operations
  - iii. Independent Contractors Coverage
  - iv. Broad Form General Liability Endorsement or Equivalent
- c. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- d. Environmental Impairment Liability Insurance shall be provided by Developer, Contractors, sub-contractors and site work contractors engaging in environmental and/or demolition activities, covering any sudden and non-sudden pollution or environmental impairment, including clean-up costs and defense, with limits of liability of not less than \$1,000,000 per occurrence.
- e. All insurance coverages described above shall remain in effect at all times until completion of all eligible activities. The Developer shall deliver copies of certificates of insurance for each of the policies mentioned above to the Authority. If so requested, certified copies of all policies will be provided. It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change in any coverage shall be sent to the Authority.

17. Indemnification – The Developer shall indemnify, defend, and hold harmless, the Authority, Washtenaw County, and their officers, board members, commissioners, employees and agents from all claims, damages, lawsuits, costs and expenses, including actual and reasonable attorney fees, incurred as a result of any acts, omissions, negligence, or gross negligence of the Developer or its

employees, agents, consultants, contractors or subcontractors related to the Project or its performance under this Agreement. This indemnification includes any damages, costs, and expenses in excess of those covered by any insurance of the Developer. The Developer shall indemnify the Authority, Washtenaw County, and any of the listed entities officers, board members, commissioners, employees and agents from all reasonable costs and expenses, including reasonable attorney fees, incurred in the enforcement of any obligation or claim against the Developer under this Agreement. These indemnification provisions will survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities provided under state or federal law.


18. Freedom of Information Act – Developer understands that certain documents submitted by Developer may be available to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.23 to 15.24 of the Michigan Compiled Laws and no claim of trade secrets or any other privilege or exception to the Freedom of Information Act will be claimed by Petitioners as it relates to this Agreement, Petitions for Reimbursement and supporting documentation. The Developer retains the right to assert a claim of trade secret or other privilege as may be applicable otherwise.
19. Notices – All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Either party may change the address by written notice sent by registered or certified mail to the other party.
20. Assignment – The interest of any party under this Agreement shall not be assignable without the other parties' written consent, which shall not be unreasonable withheld, conditioned or delayed, except for an assignment by the Developer for the purposes of securing financing for the Project, which shall require notice but not the prior consent of the Authority.
21. Entire Agreement – This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.
22. Non-Waiver – No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
23. Headings – Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
24. Governing Law – This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
25. Compliance with Applicable Law – Developer agrees to comply all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and other legal obligations of a similar effect.

26. Counterparts – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
27. No Third Party Beneficiaries – This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, Subcontractors, or any third parties. This Agreement shall not be construed to create any third party beneficiary contract or claim, and the parties intend there to be no third party beneficiaries.
28. Binding Effect – The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.
29. Authority Obligations: The Authority's reimbursement obligations under this Agreement are contingent on the requirement that there shall be no action, suit, proceeding or investigation pending before any court, public board or body to which the Developer, the County, the City of Ypsilanti, or the Authority is a party, or threatened against the Developer, the County, City of Ypsilanti, or the Authority contesting the validity or binding effect of this Agreement or the validity of the Plan or which could result in an adverse decision which would have one or more of the following effects:
- a. A material adverse effect upon the ability of the Authority to collect and use TIR to pay the obligations set forth herein;
  - b. A material adverse effect upon the ability of the Developer to conduct Eligible Activities;
  - c. Any other material adverse effect on the Developer's or the Authority's ability to comply with the obligations and terms of this Agreement, or the Brownfield or Work Plan.
30. Annual Reporting – The Developer shall report annually, by April 1, the following information to the Authority for the previous calendar year, as applicable:
- a. Number of residential units constructed or rehabilitated;
  - b. Square feet of new or rehabilitated residential, retail, commercial, or industrial space
  - c. Number of new jobs created;
  - d. For projects actively capturing TIR, amount of actual capital investment;
  - e. Any additional information deemed necessary by the Authority.

The parties have executed this Agreement on the dates set forth below.



**WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**

**BY:**   
Trevor Woollatt, Chairman

**Date:** 10/26/2022

Attested to:

**By:** \_\_\_\_\_  
Lawrence Kestenbaum, County Clerk/Register

**Date:** \_\_\_\_\_

Approved As to Form:

**By:** \_\_\_\_\_  
Michelle Billard, Corporation Counsel

**DEVELOPER**  
Renovare Ypsilanti Homes, LLC

**BY:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**ITS:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Exhibits**

- Exhibit A – Definitions
- Exhibit B – Legal Description
- Exhibit C – Brownfield Plan
- Exhibit D – Approved Act 381 Work Plan(s)
- Exhibit E – Eligible Costs Reimbursement Procedures
- Exhibit F – Memorandum of Understanding Between Renovare Development LLC, City of Ypsilanti, and Washtenaw County

## EXHIBIT A - Definitions

- a. "Administrative Costs," as defined in Section 13b, Sub-Section 7 (a) (i, ii, and iii).
- b. "Baseline Environmental Assessment " is defined by Section 2(b) of Act 381;
- c. "Brownfield Plan" is defined by Section 2(e) of Act 381 and is incorporated by reference in Exhibit C;
- d. "Approved Eligible Costs" – Those Eligible Costs which have been submitted, reviewed, and approved by the Authority.
- e. "Department Specific Activities" are defined by Section 2 (l) of Act 381
- f. "Due Care Activities" are defined by Section 2 (m) of Act 381;
- g. "Eligible Activities" are defined by Section 2(o) of Act 381;
- h. "Eligible Costs" are those being submitted to the Authority for Certification.
- i. "Eligible Property" is defined by Section 2(p) of Act 381;
- j. "Event of Default" means the failure of performance or breach by a party to carry out any of its obligations or comply with any of its warranties, representations, or conditions under this Agreement or, with respect to a party, if any representation, omission, or warranty of such party was false when made.
- k. "Local Brownfield Revolving Fund", "LBRF" pursuant to Section 8 of Act 381.
- l. "Local Taxes" are defined by Section 2(ff) of Act 381;
- m. "Tax Increment Revenues" ("TIR") are defined by Section 2(ss) of Act 381;
- n. "Taxes Levied for School Operating Purposes" is defined by Section 2(uu) of Act 381;
- o. "Work Plan" is defined by Section 2(zz) of Act 381.

## EXHIBIT B – Legal Descriptions

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

11E-29A-1 LOT 60 GILBERT'S ADDITION, EXC BEG AT NE COR LOT 60, TH S 00-40-00 W 175.00 FT, TH S 89-50-50 W 147.63 FT, TH N 46-18-30 W 83.72 FT, TH S 89-50-50 W 82.16 FT, TH N 00-40-00 E 117.00 FT, TH N 89-50-50 E 291.00 FT TO THE POB, ALSO BEG AT ELY ROW LN OF PARK ST AT SW COR LOT 60 GILBERT'S ADDITION TO CITY OF YPSI, TH 669.09 FT ALNG ARC OF CURV-LFT-RAD 1945.58 FT - CH S 52-50-00 E 665.80 FT, TH S 00-2-30 W 45.57 FT, TH 660.01 FT ALNG ARC OF CURV-RT-RAD 1986.74 FT - CH N 53-51-20 W 656.98 FT, TH NLY ALNG ROW 60.30 FT TO THE POB. PT OF NE 1/4 SEC 9, T3S-R7E. 0.63 AC, PT OF LOT 60 GILBERT'S ADDITION. 221 N. GROVE \*, COMBINED ON 07/28/2014 FROM 11-11-09-111-001, 11-11-09-111-003

EXHIBIT C – Brownfield Plan

EXHIBIT D – Approved Act 381 Work Plan(s)

## EXHIBIT E – Eligible Costs Reimbursement Procedures

### Reimbursement of Eligible Costs Certification

- a. For those Eligible Costs for which Developer seeks reimbursement from the Authority, Developer shall submit to the Authority any of the following as may be required by Authority representatives:
  - i. A written statement detailing the costs.
  - ii. A written explanation as to why reimbursement is appropriate under the Brownfield Plan and this Agreement.
  - iii. Copies of invoices from the consultants, contractors, subcontractors, engineers, attorneys or others who provided such services. To verify quantities for unit price billings such invoices shall include sufficient backup information, including but not limited to, labor hours per person per billing period for professional services, detailed invoices from subcontractors and subconsultants, manifests and/or weigh tickets for disposed materials, and days used and rates for equipment and materials charges. All Eligible Costs for which certification is being sought must have occurred within 24 months prior to the date submitted.
  - iv. Copies of waivers of liens by the contractors, subcontractors, and materials suppliers, or cancelled checks demonstrating payment in the amount stated.
  - v. If not already submitted, copies of the contract with the contractor or supplier providing the services or supplies, for which reimbursement is sought.
  - vi. A statement from the engineer and project manager overseeing the work recommending payment.
  - vii. Any other information which may be required by state authorities or reasonably required by the Authority.

EXHIBIT F – Memorandum of Understanding Between Renovare  
Development LLC, City of Ypsilanti, and Washtenaw County