



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, September 24, 2019 @ 7:00 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197**

Page

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

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

V. AGENDA APPROVAL

VI. INTRODUCTIONS

VII. PRESENTATIONS

- 4** A. Dale Fisher Art Donation - Heidi Otto
Resolution No. 2019-212A, accepting the donation of Dale Fisher.
[2019-212A - Pdf](#)

- 5 - 25** B. Ypsilanti Community Schools Presentation - Superintendent Alena Zachery-Ross
[YCS Presentation](#)

VIII. PUBLIC COMMENT (3 MINUTES)

IX. ORDINANCES FIRST READING

- 26 - 40** A. *Ordinance No. 1342* - An Ordinance entitled, "An ordinance to amend City Code adding Chapter 79, Article I Ypsilanti Arts Commission".
1. Resolution No. 2019-169, determination
2. Open Public Hearing
3. Resolution No. 2019-170, close public hearing
[Supporting Ordinance - Pdf](#)

- 41 - 53** B. *Ordinance No. 1344*- An Ordinance entitled, "An ordinance to amend City Code adding a new Chapter 8 Recreational Marihuana - Adult Use".
1. Resolution No. 2019-190, determination
2. Open Public Hearing

3. Resolution No. 2019-191, close public hearing
[Supporting Documents - Pdf](#)

X. CONSENT AGENDA

- 54** A. Resolution No. 2019-212, approving the consent agenda.
[2019-212 - Pdf](#)
- 55 - 59** B. Resolution No. 2019-213, *Ordinance No. 1343* - An Ordinance entitled, "An ordinance to amend City Code repealing Division 4. Heritage Festival, sections 10-306 and 10-307". **(Second Reading)**
[2019-213 - Pdf](#)
- 60 - 75** C. Resolution No. 2019-214, *Ordinance No. 1345* - An Ordinance entitled, "An ordinance to amend City Code by adding Chapter 99 - Small Cell Wireless Facilities". **(Second Reading)**
[2019-214 - Pdf](#)
- 76 - 79** D. Resolution No. 2019-215, approving *Ordinance No. 1346*- An Ordinance entitled, "An ordinance to amend Chapter 1 General Provisions of the Ypsilanti City Code, by amending section 1-14 Enforcement Authority for the code to include all law enforcement officers with jurisdiction to act as law enforcement officers within the city". **(Second Reading)**
[2019-215 - Pdf](#)
- 80 - 82** E. Resolution No. 2019-216, approving *Ordinance No. 1347* - An Ordinance entitled, "An ordinance to approve Traffic Control Orders". **(Second Reading)**
[2019-216 - Pdf](#)
- 83 - 96** F. Resolution No. 2019-217, approving the minutes of September 10, 2019.
[2019-217 - Pdf](#)
- 97** G. Resolution No. 2019-218, approving appointments to boards and commissions.
[2019-218 - Pdf](#)
- 98 - 113** H. Resolution No. 2019-219, approving the Rehmann audit engagement letter.
[2019-219 - Pdf](#)

XI. RESOLUTIONS/MOTIONS/DISCUSSIONS

- 114 - 153** A. Resolution No. 2019-220, approving the MDOT State Trunkline Maintenance Contract.
[2019-220 - Pdf](#)
- 154 - 157** B. Resolution No. 2019-221, clarifying the City intent for submerged lands and to authorize a title search.
[2019-221 - Pdf](#)
- 158 - 160** C. Resolution No. 2019-222, approving the Border to Border Trail Budget Amendment.

XII. LIAISON REPORTS

1. SEMCOG Update
2. Washtenaw Area Transportation Study
3. Urban County
4. Ypsilanti Downtown Development Authority
5. Friends of Rutherford Pool
6. Housing Equity Leadership Team

XIII. BOARD AND COMMISSION

- A. Human Relations Commission Resolution No. 2019-011, recommending City Council adopt an appointment process that includes forwarding a copy of commission applications to the commission that has been applied to, to encourage transparency and public access to the commission appointment process and allow commissions to review and advise council of those applications that appear to help it meet its strategic initiatives and fulfill it's charge, as written in the charter.

XIV. COUNCIL PROPOSED BUSINESS

XV. COMMUNICATIONS FROM THE MAYOR

XVI. COMMUNICATIONS FROM THE CITY MANAGER

XVII. COMMUNICATIONS

- A. Proposed parking work session - October 15th at 6:00 pm prior to the regular meeting.

XVIII. PUBLIC COMMENT (3 MINUTES)

XIX. REMARKS FROM THE MAYOR

XX. ADJOURNMENT

161

- A. Resolution No. 2019-223, adjourning the City Council Meeting.
[2019-223 - Pdf](#)



Resolution No. 2019-212A
September 24, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, local artist Dale Fisher has taken aerial photos of the city; and

WHEREAS, Mr. Fisher would like to make a donation of two of his pieces; and

WHEREAS, the two pieces of art would be displayed at City Hall.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council accepts the donation and directs the City Clerk to display the items in City Hall.

OFFERED BY: _____

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
24 day of September 2019

#Resolution No. 2019-212A



Ypsilanti Community Schöols 2019-20

Best in Photography Award 37th Annual Potential Exhibition
By Niejai Williams - ACTech Senior
(All photography in presentation are student products)

Introductions

- **Alena Zachery-Ross, *Superintendent***
- **Dr. Celeste Hawkins, *Board President***
- **Dr. Carlos Lopez, *Assistant Superintendent***
- **Sue McCarty, *Human Resources Director***
- **Turquoise Neal, *MI-Excel Blueprint Facilitator***

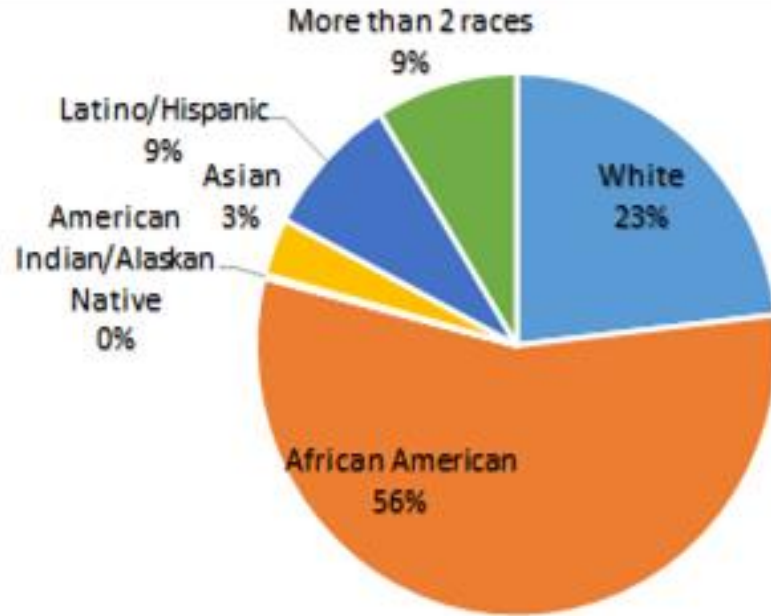


About us

The purpose of YCS is to develop **mindful, engaged students** with the skill set, work ethic, and attitude to **contribute to a community that honors diversity, equality, and justice.**

Ypsilanti Community Schools offers many learning opportunities for our 3,900 students. YCS accepts all children with **compassion** and a **commitment** to meet **each child** wherever they are along the learning spectrum, and grow together from there.

Our Student Demographics



Our Schools

Preschool & Kindergarten Programs

- Ford Early Learning Center
- Beatty Early Learning Center
- Perry Early Learning Center
- Ypsilanti International Elementary School

Elementary Schools

- Erickson Elementary
- Estabrook Elementary
- Holmes Elementary
- Ypsilanti International Elementary School



Our Schools



Secondary Buildings

- Ypsilanti Community Middle School
- Ypsilanti Community High School
 - AC Tech
 - Freshman Academy
 - STEMM Middle College
- A.C.C.E. Program
- WIMA/WIHI

Listen & Learn - *We Celebrate*



Listen & Learn - *We Dream*

Facilities

- Open Classrooms
- Outdoor Learning Spaces
- Collaborative Workspaces
- Gardens
- Updated Libraries
- Flexible Seating
- Redesigned Buildings

Instructional Infrastructure

- Foreign Languages for All Students
- Leveled Libraries in ALL classrooms
- Aligned Curriculum
- Special Programming
- Expansion of Rigorous Courses
- STEM
- Technology Tools in EVERY class

Intense Student Support Network

- Resources for Parents in every building
- Parenting Classes
- Substance Use Treatment
- Job Help
- Mental Health Support for Students & Parents

Stakeholder Feedback:

*We dream of being **THE** “district of choice” with “100% Graduation Rate”*



2019/20 Updates and Priorities based on stakeholder feedback



"Stronger Together, Saving Lives"

Stronger Together

Saving Lives



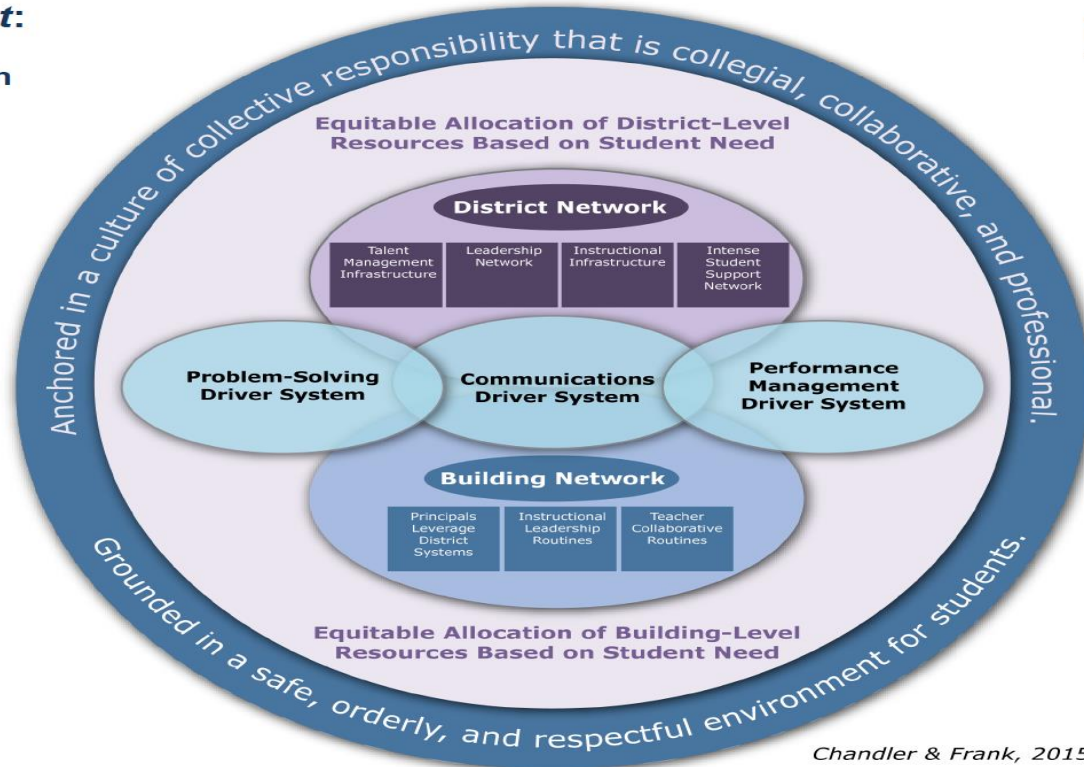


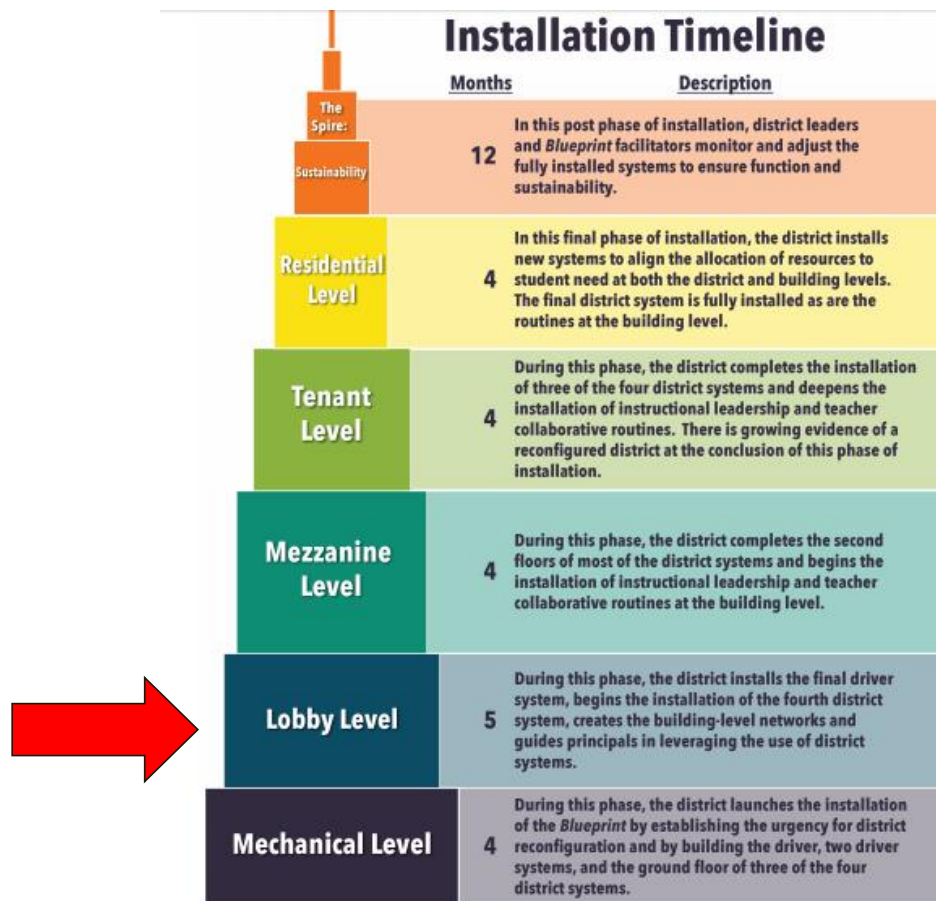
EXCELLENCE through Adequacy at YCS

Adequacy is premised upon a recognition that because all students are different there must be a deep commitment to meet the needs of every student in order to ensure that each student receives what he or she needs to grow and develop and ultimately to succeed.

Pedro Noguera

The Blueprint: Systemic Reconfiguration





A silhouette of a person with long hair, seen from the back and slightly to the side, looking forward. The background is a gradient of purple and blue light. The text "Moving Our Work Forward" is overlaid in yellow.

Moving Our Work Forward

How Do We Plan to Get This Work Done?

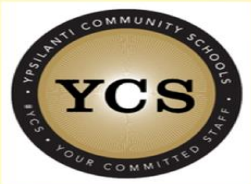
- Take a developmental approach to systems change
- Ground decisions in evidence
- Build shared commitments and relationships to sustain change
- **We will get this job done** by *going slow to go fast* at first, *trusting the process, staying the course*, and by ensuring that first instruction is delivered with intentionality, clear expectations, and mastery for all students.

Lessons Learned from the Field...

To achieve excellence through adequacy at YCS...

High expectations for ALL is essential, but not enough...We must be about the business of **teaching students the skills** necessary to reach those clear expectations. We must do this by...

- ensuring that everyone knows the **YCS Visions for High Quality Instruction** -*what good instruction looks, feels, and sounds like?*
- ensuring that all students learn and master the grade level /content specific **priority standards** identified by the District.
- ensuring that all teachers teach the district adopted **viable curriculum** with fidelity, including a new K-12 English Language Arts curriculum.
- ensuring that the Principal, Instructional Coach and Culture and Climate Coach **support our teachers** so that they can teach and ensure that all students learn.



Intensive Student Support Network



Family



Community



Support



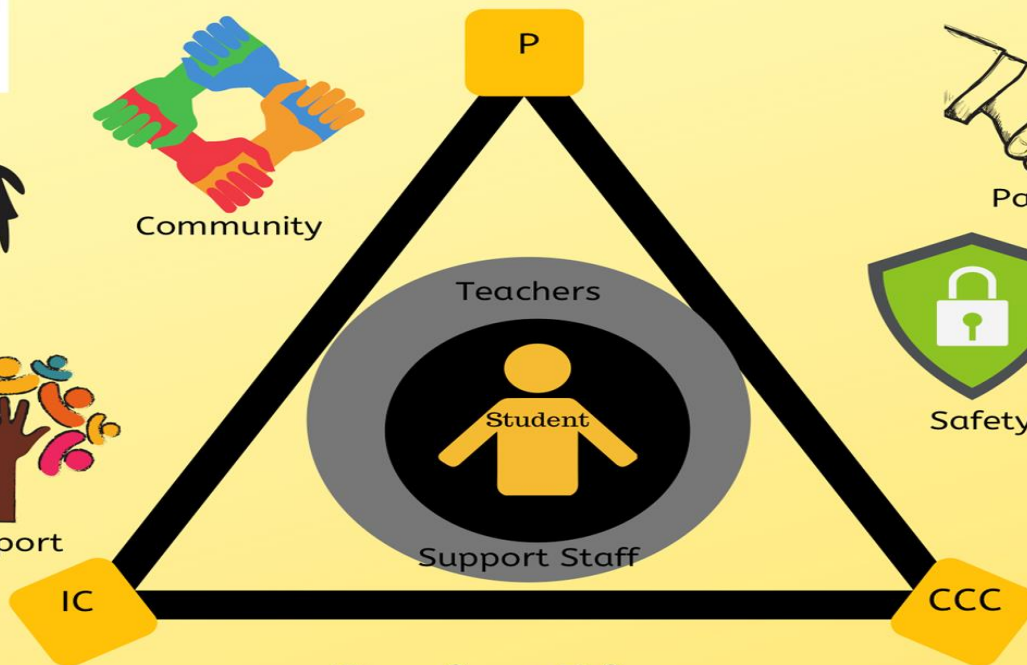
Partnerships



Safety



Care



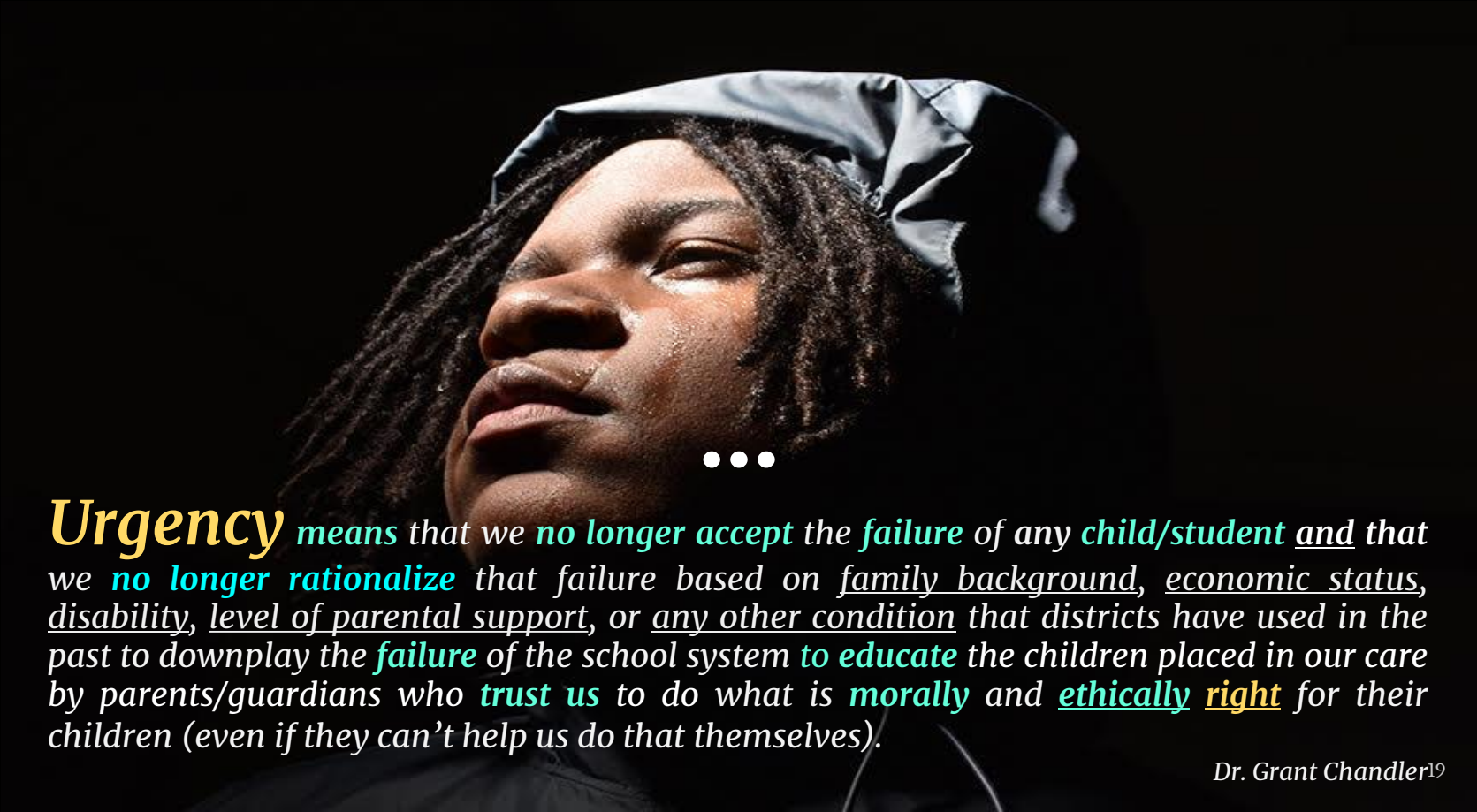
Saving Lives

- Principal as Instructional Leader
- Instructional Coach
- Culture and Climate Coach



The Basics of Any Relationship...

- *Do You See Me?*
- *Do You Hear Me?*
- *Do You Value Me?*
- *Do You Respect Me?*



Urgency means that we **no longer accept** the **failure** of any **child/student** and that we **no longer rationalize** that failure based on family background, economic status, disability, level of parental support, or any other condition that districts have used in the past to downplay the **failure** of the school system **to educate** the children placed in our care by parents/guardians who **trust us** to do what is **morally** and **ethically right** for their children (even if they can't help us do that themselves).

Dr. Grant Chandler¹⁹

YCS School Board President's Message

We serve on the school board for Ypsilanti Community Schools and as an eight-member team we are committed to improving student achievement by establishing high expectations and high support. We are proud to call ourselves a Blueprint district, which means we are working with a sense of purpose, accountability, and urgency to disrupt the status quo and save the lives of children in our schools. Our blueprint is our roadmap to success. We make no excuses, instead we make adjustments as we transform our district to engage in something that pushes the envelope, is risk-taking, radical, inclusive, collaborative, and robust to re-imagine what is possible so that all children can thrive in our school system. We make every decision through a lens of equity and every action we take is grounded in what is best for all students. We are not sitting around describing the water while children are drowning, we are jumping in to save them!

Celeste L. Hawkins, PhD, LMSW



Questions ???

*Thank you for the opportunity to share our YCS story!
We hope your day is half as incredible as his!*



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: John Barr
DATE: September 10, 2019
SUBJECT: Art Commission Ordinance

DESCRIPTION:
Art Commission Ordinance

SUMMARY:

Mayor Bashert requested an ordinance to create an Art Commission. A draft ordinance is attached for consideration. I spoke today with Ms. Jennifer Goulet, a local consultant versed in government and creative matters and she has some ordinance suggestions to consider. She will attend the meeting and answer questions and offer suggestions.

RECOMMENDED ACTION: Review draft ordinance and adoption on first reading.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



**Barr,
Anhut &
Associates, P.C.**
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John M. Barr
Karl A. Barr

Jesse O'Jack ~ Of Counsel
William F. Anhut ~ Of Counsel – Retired
Jennifer A. Healy~ Legal Assistant

MEMORANDUM

To: Hon. Mayor and Ypsilanti City Council
From: John M. Barr, Ypsilanti City Attorney
Date: September 8, 2019
Re: Art Commission

I again reviewed the comments of Ms. Jennifer H. Goulet regarding the proposed Art Commission Ordinance, and have incorporated some of her comments in the proposed ordinance.

The City Charter section 9.03¹ limits Board and Commissions to an advisory role, with limited powers, because commission members are not immediately responsible to the voters. So, some of Ms. Goulet's comments are not incorporated in the proposed ordinance.

I recommend that Council consider the matter and adopt either the original draft or the revised draft with Ms. Goulet's suggestions as indicated.

Non-substantive changes can be incorporated in a second reading. After the Commission is up and running, additional changes may be warranted by experience.

¹ "The Council may create, by ordinance, boards and commissions which the Council deems necessary or of benefit to the City of Ypsilanti and provide for their duties and functions subject to law. The boards and commissions shall not administer any activity, department, or agency of the City government unless specifically required to do so by State statute, but shall serve solely in an advisory capacity or in the capacity of a quasi-judicial appeal board."



Resolution No. 2019-169
September 10, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The certain ordinance entitled "Art, Ypsilanti Art Commission" to add Chapter 79 to the Ypsilanti City Code, be adopted on first reading.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 10 day of September 2019

#Resolution No. 2019-169



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
ORDINANCE NO. 1342**

An Ordinance Entitled "Amended Ord 1342 - Arts Commission"

THE CITY OF YPSILANTI ORDAINS:

Chapter 79

ART

ARTICLE I. YPSILANTI ART COMMISSION

Sec. 79.00 Intent

The state of Michigan has recognized, through the enactment of The Faxon-McNamee Art in Public Places Act (MCL 18.71 et. seq.), the importance of promoting art in government spaces and facilities. City council has determined that the creation and presence of public art will advance the interests of the City, aid in enhancement of property values, improve the aesthetic quality of public spaces and structures, provide cultural and recreational opportunities, contribute to the local heritage, stimulate economic activity and promote the general welfare of the community. City council recognizes the responsibility of government to foster the development of culture and the arts. It is therefore declared to be municipal policy to promote public art.

- (1) Public art definition. *Public art* means works of art created, purchased, produced or otherwise acquired for display in public spaces or facilities. Public art may include artistic design features incorporated into the architecture, layout, design or structural elements of the space or facility. Public art may be any creation, production, conception or design with an aesthetic purpose, including freestanding objects d'art, sculptures, murals, mosaics, ornamentation, painting, paint or decoration schemes, use of particular structural materials for aesthetic effect, spatial arrangement of structures, architectural design features, mixed media, digital art, photography, and performance art and music.
- (2) Diversity. The City of Ypsilanti is a diverse community as reflected in the City Logo, Pride, Diversity, Heritage. The policy of the City of Ypsilanti is to celebrate Pride, Diversity and Heritage and the Ypsilanti Art Commission is charged to

#Ordinance No. 1342-Amended Ord 1342 - Arts Commission

recognize this policy and promote the policy in the work and selections of the Commission.

Sec. 79.01 Creation; Composition; Appointment

The Ypsilanti Art Commission is created and shall consist of not less than five and not more than nine members appointed by the mayor, subject to the confirmation of city council.

Sec. 79.02 Purpose, Objectives, Powers and Duties

- (1) Purpose. The purpose of the Ypsilanti Art Commission (YAC) is to act as an advisory body to the mayor, city council and city manager for all things art in the City of Ypsilanti.
- (2) Objectives. The YAC shall promote art in the City of Ypsilanti and promote the City policy of Pride, Diversity and Heritage. To educate the public why the arts, culture and creative industries are important to the City of Ypsilanti and to cultivate a community culture and environment that embraces and nurtures artistic and creative assets. To promote and further diversity, equity and inclusion of all of Ypsilanti in the arts.
- (3) Powers. The YAC shall have the following powers:
 - (A) Promulgate guidelines, subject to the approval of City Council, to support art in the City of Ypsilanti and provide procedures for soliciting and selecting public art and artistic events and for determining suitable locations for events and the display of art within the City.
 - (B) To recommend to City Council a budget for the YAC to implement YAC goals for the year.
 - (C) By April 1 of each year, submit to City Council a plan detailing potential projects and desirable goals to be pursued in the next fiscal year;
 - (D) Make determinations, subject to the approval of the City Manager, for each proposed project as to whether it is eligible for public art funding and, if so, calculate the total costs of the project and the total amount of City art funding required;
 - (E) Make recommendations, subject to the approval of the City Manager, regarding disbursement of public art funds to promote, show, acquire, produce, install, maintain, alter, relocate or remove art;

- (F) Make recommendations to the City Manager and City Council regarding proposed art for urban art, billboards, parks, DDA area, alleyways, bridges, overpasses, Border to Border Trail, undeveloped and underdeveloped property or foreclosed properties.
- (G) Raise funds for public, identify grant opportunities, interact with donors of funds or art works on behalf of the city, and foster public/private partnerships to support public art;
- (H) Investigate and promote cooperative ventures, collaboration, joint ventures and partnerships for art, art projects and art installations with the State of Michigan, County of Washtenaw, Eastern Michigan University, Ypsilanti Community Schools, Washtenaw Intermediate School District, Ann Arbor Area Transportation Authority, Huron River Water Council, Ozone House and other entities, subject to final approval of the City Council.
- (I) Promote awareness of art through all available methods including education, marketing, events, social media, and other tools as appropriate
- (J) Promote economic development in art by encouraging and promoting opportunities and business that engage and/or employ artists, performers and other people in the arts.
- (K) Identify public functions and services and non-profit and profit business and cultural opportunities to support local artists and artistic services.
- (L) Create an Arts Plan for the City with goals and vision for the work of the Commission and City related to supporting and fostering Arts in Ypsilanti.
- (M) Present an annual report to City Council within 60 days after the end of each fiscal year containing:
 - (i) A report on the status of all art incorporated into or funded by City projects in progress or completed during the preceding fiscal year;
 - (ii) A maintenance report on each work of public art presently under City management detailing maintenance costs for the preceding fiscal year, anticipated maintenance costs for the next fiscal year, and any significant future maintenance concerns, including prioritized recommendations for the maintenance, repair or renovation of particular works;
 - (iii) A review of the City's public art.
 - (iv) A report on YAC's efforts to promote awareness of public art;
 - (v) A report on donations of art and where such art was placed;

- (vi) A report on additional funds raised and how such funds were used; and
- (vii) Any other matter of substantial financial or public importance relating to the art in the City.
- (N) Perform any related duty delegated by City Council; and
- (O) Provide advice to and assist both potential donors of art and other governmental entities regarding possible public locations for placement of art when such art cannot be placed on any City property or incorporated into a capital project of the City.
- (P) Act as City liaison with the general public for City public art projects.

Sec 79.03 Limitations on powers. YAC does not have authority to enter into contracts or otherwise create a contractual obligation for the City. The selection of public works of art, artists and contractors to design, create, maintain or perform work otherwise related to public works of art, and all contracts for such works of art and work, shall be done and awarded in accordance with City Charter, City Code and City policies and procedures governing the award of contracts.

Sec 79.04 Membership

Section 1. The YAC shall consist of not less than five nor more than nine voting members nominated by the Mayor and approved by City Council. The City Manager or her designee shall be a nonvoting ex-officio member of YAC. Appointments of the voting members shall be made from candidates who have the following expertise or affiliation:

- Persons who, insofar as possible, have experience and/or an interest in the placement, creation, or design of public art.

Section 2. All members of YAC, including members of its subcommittees, shall serve without compensation.

Section 3. All voting members of YAC shall be appointed for a three-year term. In order to ensure that approximately one third of the voting members' appointments expire each year, initial appointments shall be one third of members for a one-year term, One third of members for a two-year term, and one third of members for a three-year term.

Section 4. Recognizing that art has no geographical boundaries, one member of the YAC shall be a non-resident of the City. Consistent with City Code sec. 2.111, all other members of YAC shall be residents of the City of Ypsilanti, unless an exception is granted by a resolution of City Council with an affirmative vote of at least 5 members.

Section 5. Any vacancy on YAC occurring in the middle of a term shall be filled for the remainder of the term in the same manner as for full-term appointments.

Section 6. Members are expected to attend regularly scheduled meetings and to notify the Chair and the City Clerk in advance if they expect to be tardy or absent. If a member misses more than three (3) regularly scheduled meetings in a twelve (12) month period, the Chair shall notify the Mayor and may recommend removal of the member.

Section 7. A member of YAC may be removed by City Council for cause following notice and a hearing.

Section 79.05 Ethics and Conflicts of Interest

Section 1. A member of YAC shall abstain from discussion or voting on any matter where that member is involved in a real or apparent conflict of interest.

Section 2. A member of YAC shall neither solicit nor accept gratuities, favors, or anything of monetary value from persons or entities in a position to benefit from a decision of YAC.

Section 3. A member of YAC shall not obtain, for himself/herself or for any person with whom he/she has business or family ties, any financial or beneficial interest in a matter which may be affected by a decision of YAC. This restriction shall apply during the member's tenure on YAC and for one year thereafter.

Section 4. A member of YAC shall abstain from discussion or voting on any matter from which that member, any member of his/her immediate family, his/her partner, or a person with whom the member has family or business ties may obtain a financial interest or other benefit.

Section 5. Except where it violates a confidence, a member of YAC shall disclose all pertinent facts regarding any possible conflict, real or apparent, and those facts shall be recorded in the minutes of the proceedings. The member may then abstain from discussion and voting on the matter.

Section 6. Members of YAC shall complete an annual disclosure of organization affiliations and shall update this disclosure in writing at any time during the year when such affiliations change.

Section 7. Members of YAC shall comply with the above ethical requirements and the City of Ypsilanti Ethics Ordinance, Ypsilanti City Code sec. 46.71 et seq. and all applicable laws governing conflicts of interest.

Section 8. Employment by or membership in an educational organization, art association, art museum, library, art gallery, or any art associated business shall not be a conflict of interest per se that would prohibit being a member of YAC.

Section 8: A member of YAC shall not use his/her position on YAC to advance his/her own personal gain or advantage.

Sec. 79.06 Meetings. The YAC shall hold meetings not less than every 30 days. All meetings of YAC and its subcommittees shall be open to the public and conducted in accordance with the Michigan Open Meetings Act (PA 267 of 1976), as amended. Closed sessions may be called for purposes listed in the Open Meetings Act.

Sec. 79. 06 Bylaws. The YAC shall adopt bylaws subject to the approval of the City Attorney and City Council on or before the YAC third meeting.

MADE, PASSED, AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____ DAY OF _____, 2019

Andrew Hellenga, City Clerk

Attest

I do hereby confirm that the above Ordinance No. _____ was published in the Washtenaw Legal News on the ____ day of _____, 2019.

Andrew Hellenga, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting of the City Council held on the ____ day of _____, 2019.

Andrew Hellenga, City Clerk

Notice Published: _____
First Reading: _____
Second Reading: _____
Published: _____
Effective Date: _____

#Ordinance No. 1342-Amended Ord 1342 - Arts Commission

Chapter 79

ART

ARTICLE I. YPSILANTI ART COMMISSION

Sec. 79.00 Intent

The state of Michigan has recognized, through the enactment of The Faxon-McNamee Art in Public Places Act (MCL 18.71 et. seq.), the importance of promoting art in government spaces and facilities. City council has determined that the creation and presence of public art will advance the interests of the City, aid in enhancement of property values, improve the aesthetic quality of public spaces and structures, provide cultural and recreational opportunities, contribute to the local heritage, stimulate economic activity and promote the general welfare of the community.

City council recognizes the responsibility of government to foster the development of culture and the arts. It is therefore declared to be municipal policy to promote public art.

- (1) Public art definition. *Public art* means works of art created, purchased, produced or otherwise acquired for display in public spaces or facilities. Public art may include artistic design features incorporated into the architecture, layout, design or structural elements of the space or facility. Public art may be any creation, production, conception or design with an aesthetic purpose, including freestanding objects d'art, sculptures, murals, mosaics, ornamentation, painting, paint or decoration schemes, use of particular structural materials for aesthetic effect, spatial arrangement of structures, architectural design features, mixed media, digital art, photography, and performance part and music.
- (2) Diversity. The City of Ypsilanti is a diverse community as reflected in the City Logo, Pride, Diversity, Heritage. The policy of the City of Ypsilanti is to celebrate Pride, Diversity and Heritage and the Ypsilanti Art Commission is charged to recognize this policy and promote the policy in the work and selections of the Commission.

Sec. 79.01 Creation; Composition; Appointment

The Ypsilanti Art Commission is created and shall consist of not less than five and not more than ~~nine~~Eleven members appointed by the mayor, subject to the confirmation of city council.

Sec. 79.02 Purpose, Objectives, Powers and Duties

(1) Purpose. The purpose of the Ypsilanti Art Commission (YAC) is to act as an advisory body to the mayor, city council and city manager for all things art in the City of Ypsilanti.

(2) Objectives. The YAC shall promote art in the City of Ypsilanti and promote the City policy of Pride, Diversity and Heritage. To educate the public why the arts, culture and creative industries are important to the City of Ypsilanti and to cultivate a community

culture and environment that embraces and nurtures artistic and creative assets. To promote and further diversity, equity and inclusion of all of Ypsilanti in the arts.

(3) Powers. The YAC shall have the following powers:

- (A) Promulgate guidelines, subject to the approval of City Council, to support art in the City of Ypsilanti and provide procedures for soliciting and selecting public art and artistic events and for determining suitable locations for events and the display of art within the City.
- (B) To recommend to City Council a budget for the YAC to implement YAC goals for the year.
- (C) By April 1 of each year, submit to City Council a plan detailing potential projects and desirable goals to be pursued in the next fiscal year;
- (D) Make determinations, subject to the approval of the City Manager, for each proposed project as to whether it is eligible for public art funding and, if so, calculate the total costs of the project and the total amount of City art funding required;
- (E) Make recommendations, subject to the approval of the City Manager, regarding disbursement of public art funds to promote, show, acquire, produce, install, maintain, alter, relocate or remove art;
- (F) Make recommendations to the City Manager and City Council regarding proposed art for urban art, billboards, parks, DDA area, alleyways, bridges, overpasses, Border to Border Trail, undeveloped and underdeveloped property or foreclosed properties.
- (G) Raise funds for public, identify grant opportunities, interact with donors of funds or art works on behalf of the city, and foster public/private partnerships to support public art;
- (H) Investigate and promote cooperative ventures, collaboration, joint ventures and partnerships for art, art projects and art installations with the State of Michigan, County of Washtenaw, Eastern Michigan University, Ypsilanti Community Schools, Washtenaw Intermediate School District, Ann Arbor Area Transportation Authority, Huron River Water Council, Ozone House and other entities, subject to final approval of the City Council.
- (I) Promote awareness of art through all available methods including education, marketing, events, social media, and other tools as appropriate;
- (J) Promote economic development in art by encouraging and promoting opportunities and business that engage and/or employ artists, performers and other people in the arts.
- (K) Identify public functions and services and non-profit and profit business and cultural opportunities to support local artists and artistic services.

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~~(K)~~(L) Create an Arts Plan for the City with goals and vision for the work of the Commission and City related to supporting and fostering Arts in Ypsilanti.

~~(L)~~(M) Present an annual report to City Council within 60 days after the end of each fiscal year containing:

- (i) A report on the status of all art incorporated into or funded by City projects in progress or completed during the preceding fiscal year;
- (ii) A maintenance report on each work of public art presently under City management detailing maintenance costs for the preceding fiscal year, anticipated maintenance costs for the next fiscal year, and any significant future maintenance concerns, including prioritized recommendations for the maintenance, repair or renovation of particular works;
- (iii) A review of the City's public art.
- (iv) A report on YAC's efforts to promote awareness of public art;
- (v) A report on donations of art and where such art was placed;
- (vi) A report on additional funds raised and how such funds were used; and
- (vii) Any other matter of substantial financial or public importance relating to the art in the City.

~~(M)~~(N) Perform any related duty delegated by City Council; and

~~(N)~~(O) Provide advice to and assist both potential donors of art and other governmental entities regarding possible public locations for placement of art when such art cannot be placed on any City property or incorporated into a capital project of the City.

~~(O)~~(P) Act as City liaison with the general public for City public art projects.

Sec 79.03 **Limitations on powers.** YAC does not have authority to enter into contracts or otherwise create a contractual obligation for the City. The selection of public works of art, artists and contractors to design, create, maintain or perform work otherwise related to public works of art, and all contracts for such works of art and work, shall be done and awarded in accordance with City Charter, City Code and City policies and procedures governing the award of contracts.

Sec 79.04 Membership

Section 1. The YAC shall consist of not less than five nor more than ~~nine~~nine voting members nominated by the Mayor and approved by City Council. The City Manager or her designee shall be a nonvoting ex-officio member of YAC. Appointments of the voting members shall be made from candidates who have the following expertise or affiliation:

- Persons who, insofar as possible, have experience and/or an interest in the placement, creation, or design of public art ~~including but not limited to painting,~~

| ~~sculpture, architecture, music, theater, film, dance-~~

Section 2. All members of YAC, including members of its subcommittees, shall serve without compensation.

Section 3. All voting members of YAC shall be appointed for a three-year term. In order to ensure that approximately one third of the voting members' appointments expire each year, initial appointments shall be one third of members for a one-year term, One third of members for a two-year term, and one third of members for a three-year term.

Section 4. Recognizing that art has no geographical boundaries, one member of the YAC shall be a non-resident of the City. Consistent with City Code sec. 2.111, all other members of YAC shall be residents of the City of Ypsilanti, unless an exception is granted by a resolution of City Council with an affirmative vote of at least 5 members.

Section 5. Any vacancy on YAC occurring in the middle of a term shall be filled for the remainder of the term in the same manner as for full-term appointments.

Section 6. Members are expected to attend regularly scheduled meetings and to notify the Chair and the City Clerk in advance if they expect to be tardy or absent. If a member misses more than three (3) regularly scheduled meetings in a twelve (12) month period, the Chair shall notify the Mayor and may recommend removal of the member.

Section 7. A member of YAC may be removed by City Council for cause following notice and a hearing.

Section 79.05 Ethics and Conflicts of Interest

Section 1. A member of YAC shall abstain from discussion or voting on any matter where that member is involved in a real or apparent conflict of interest.

Section 2. A member of YAC shall neither solicit nor accept gratuities, favors, or anything of monetary value from persons or entities in a position to benefit from a decision of YAC.

Section 3. A member of YAC shall not obtain, for himself/herself or for any person with whom he/she has business or family ties, any financial or beneficial interest in a matter which may be affected by a decision of YAC. This restriction shall apply during the member's tenure on YAC and for one year thereafter.

Section 4. A member of YAC shall abstain from discussion or voting on any matter from which that member, any member of his/her immediate family, his/her partner, or a person with whom the member has family or business ties may obtain a financial interest or other benefit.

Section 5. Except where it violates a confidence, a member of YAC shall disclose all pertinent facts regarding any possible conflict, real or apparent, and those facts shall be recorded in the minutes of the proceedings. The member may then abstain from discussion and voting on the matter.

Section 6. Members of YAC shall complete an annual disclosure of organization affiliations and shall update this disclosure in writing at any time during the year when such

affiliations change.

Section 7. Members of YAC shall comply with the above ethical requirements and the City of Ypsilanti Ethics Ordinance, Ypsilanti City Code sec. 46.71 et seq. and all applicable laws governing conflicts of interest.

Section 8. Employment by or membership in an educational organization, art association, art museum, library, art gallery, or any art associated business shall not be a conflict of interest per se that would prohibit being a member of YAC.

Section 8: A member of YAC shall not use his/her position on YAC to advance his/her own personal gain or advantage.

Sec. 79.06 Meetings. The YAC shall hold meetings not less than every 30 days. All meetings of YAC and its subcommittees shall be open to the public and conducted in accordance with the Michigan Open Meetings Act (PA 267 of 1976), as amended. Closed sessions may be called for purposes listed in the Open Meetings Act.

Sec. 79. 06 Bylaws. The YAC shall adopt bylaws subject to the approval of the City Attorney and City Council on or before the YAC third meeting.



Resolution No. 2019-170
September 17, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing for an ordinance entitled "Art, Ypsilanti Art Commission" to add Chapter 79 to the Ypsilanti City Code, be officially closed.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 17 day of September 2019

#Resolution No. 2019-170



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: John Barr
DATE: September 24, 2019
SUBJECT: Recreational Marihuana Ordinance

DESCRIPTION:
Recreational Marihuana Ordinance

SUMMARY:

The law and regulations require a city to opt-in to recreational marihuana if it is to be allowed in the city. Attached is a draft opt-in recreational marihuana ordinance for review and approval.

The revised ordinance now includes updates from Council Members Somerville and Wilcoxon.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2019-190
September 24, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The certain ordinance entitled: An ordinance to add a new chapter to the Ypsilanti City Code entitled Chapter 8 -Marihuana, be adopted on first reading.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 24 day of September 2019

#Resolution No. 2019-190



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
ORDINANCE NO. 1344**

An Ordinance Entitled "An ordinance to amend City Code adding a new Chapter 8 Recreational Marijuana - Adult Use"

THE CITY OF YPSILANTI ORDAINS:

the Ypsilanti City Code is hereby amended by adding a new Chapter 8 – ADULT USE - RECREATIONAL MARIJUANA, Which Chapter reads as follows:

Chapter 8 - Adult-use Marijuana

Sec. 8-1. - Purpose.

The purpose of this ordinance is to establish standards and procedures for the review and input of the City of Ypsilanti on the participation in the adult-use marihuana industry in accordance with the Michigan Regulation and Taxation of the Marihuana Act, *Initiated Law 1 of 2018*, MCL 333.27951et sec., and in accordance with the act:

- a) establish standards and procedures for the review and input of the City of Ypsilanti on the issuance, renewal and/or revocation of permits for marihuana establishments within the boundaries of the City,
- b) place limits on the number of marihuana establishments within the City,
- c) regulate the time place and manner of operation of marihuana establishments within the City,
- d) regulate the production, manufacture, sale or display of marihuana accessories,
- e) authorize the sale of marihuana for consumption in designated areas that are not accessible to persons under 21 years of age, or special events in limited areas and for a limited time,
- f) designate for a civil infraction for a violation of the ordinance by a marihuana establishment and provide a penalty of civil fine not more than \$500,
- g) require a City permit for a marihuana establishment within the city and impose qualifications for such permit that do not conflict with state law,
- h) charge an annual fee for marihuana establishments of not more than \$5,000 to help to defray application, administrative and enforcement costs associated with the operation of the marihuana establishment, all in order to:

- 1. Serve and protect the health, safety, and welfare of the general public;

#Ordinance No. 1344-An ordinance to amend City Code adding a new Chapter 8 Recreational Marijuana - Adult Use

2. Establish a set of rules and regulations which are fair and equitable for those interested in establishing marihuana facilities; and
3. To provide reasonable regulation pursuant to the city's general police power granted to cities by the Michigan Constitution of 1963 and the Home Rule City Act, MCL Section 117.1 et seq., as amended, and to comply with state law, especially the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951 et seq.

Nothing in this chapter, or in any companion regulatory provision adopted in any other provision of this Code, is intended to grant, nor shall they be construed as granting, immunity from civil or criminal prosecution with any federal law or regulation, or from having property seized by federal authorities under federal law.

Sec. 8-2. - Definitions.

All of the words, terms and phrases defined by the MRTMA, as amended, are adopted herein by reference. As used in this chapter, they have the same meaning as provided in the MRTMA. The following words, terms, and phrases when used in this chapter shall have the meaning ascribed to them in this section, except when the context clearly indicates a different meaning:

- a) "Cultivate" means to propagate, breed, grow, harvest, dry, cure, or separate parts of the marihuana plant by manual or mechanical means.
- (b) "Department" means the department of licensing and regulatory affairs.
- (c) "Marihuana" means all parts of the plant of the genus cannabis, growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin, including marihuana concentrate and marihuana-infused products. For purposes of this act, marihuana does not include:
 - (1) the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted from those stalks, fiber, oil, or cake, or any sterilized seed of the plant that is incapable of germination;
 - (2) industrial hemp; or
 - (3) any other ingredient combined with marihuana to prepare topical or oral administrations, food, drink, or other products.
- (d) "Marihuana establishment" means a marihuana grower, marihuana safety compliance facility, marihuana processor, marihuana microbusiness, marihuana retailer, marihuana secure transporter, or any other type of marihuana-related business licensed by the department.
- (h) "Marihuana grower" means a person licensed to cultivate marihuana and sell or otherwise transfer marihuana to marihuana establishments.

#Ordinance No. 1344-An ordinance to amend City Code adding a new Chapter 8 Recreational Marijuana - Adult Use

(i) "Marihuana-infused product" means a topical formulation, tincture, beverage, edible substance, or similar product containing marihuana and other ingredients and that is intended for human consumption.

(j) "Marihuana microbusiness" means a person licensed to cultivate not more than 150 marihuana plants; process and package marihuana; and sell or otherwise transfer marihuana to individuals who are 21 years of age or older or to a marihuana safety compliance facility, but not to other marihuana establishments.

(k) "Marihuana processor" means a person licensed to obtain marihuana from marihuana establishments; process and package marihuana; and sell or otherwise transfer marihuana to marihuana establishments.

(l) "Marihuana retailer" means a person licensed to obtain marihuana from marihuana establishments and to sell or otherwise transfer marihuana to marihuana establishments and to individuals who are 21 years of age or older.

(m) "Marihuana secure transporter" means a person licensed to obtain marihuana from marihuana establishments in order to transport marihuana to marihuana establishments.

(n) "Marihuana safety compliance facility" means a person licensed to test marihuana, including certification for potency and the presence of contaminants.

(o) "Process" or "Processing" means to separate or otherwise prepare parts of the marihuana plant and to compound, blend, extract, infuse, or otherwise make or prepare marihuana concentrate or marihuana-infused products.

(p) "State license" means a license issued by the department that allows a person to operate a marihuana establishment.

(q) "MRTMA" means the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, MCL 333.27051 et seq.

(r) "Marijuana" has the same meaning as "marihuana" under the MRTMA.

Sec. 8-3

Sec. 8-4. Requirements and procedures for marihuana establishments.

A Marihuana Establishment in the City of Ypsilanti must acquire a City permit before operation or doing any business.

Sec. 8-4.1. - Permit requirements

(a) No person shall own or operate a marihuana establishment in the City without first applying for and receiving a permit from the city clerk's office

(b) Licenses are transferrable upon state approval and payment of the transfer fee.

(c) Permit shall be valid for a period of one year, from January 1 to December 31

(d) A Permit shall be issued or renewed upon payment of the required fee and submission of a completed application in compliance with the provisions of this article, and compliance with all provisions and requirements of this article. Application to renew

#Ordinance No. 1344-An ordinance to amend City Code adding a new Chapter 8 Recreational Marijuana - Adult Use

a permit shall be filed at least 30 days prior to the date of expiration. Such renewal shall be annual and shall be accompanied by the annual fee.

(e) Every applicant shall pay a fee at the time of the application for an initial or renewal permit, or transfer of permit, which fee shall be set by council resolution. Said fee is non-refundable if the application is reviewed.

(f) The permit requirements set forth in this chapter shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, state or local law.

(g) The issuance of any permit pursuant to this chapter does not create an exception, defense or immunity to any person in regard to any potential civil or criminal liability under federal law.

Pursuant to the MRTMA, the City of Ypsilanti authorizes the operation in the city of the following types and number of marijuana facilities, provided they possess a state operating license issued under the MRTMA and they comply with the additional requirements of this chapter, chapter 122 of this Code, and all other applicable laws and ordinances:

Marihuana retailer: maximum 10 permits, including 7 Medical Marihuana Facilities (including 3 social equity, see Sec. 8-5.1)

Marihuana safety compliance facility: no maximum

Marihuana secure transporter: no maximum

Marihuana processor: no maximum

Marihuana microbusiness: no maximum (including 3 social equity, see Sec. 8-5.1)

Class A marihuana grower authorizing cultivation of not more than 100 marihuana plants: no maximum

Class B marihuana grower authorizing cultivation of not more than 500 marihuana plants: no maximum

Class C marihuana grower authorizing cultivation of not more than 2,000 marihuana plants: no maximum

excess marihuana grower: one

designated consumption establishment: no maximum

.

Sec. 8-4.2. - Application.

Every applicant for a marijuana establishment must file an application under oath with the city clerk's office upon a form provided by the city, which shall fulfill all of the requirements indicated on the form, including but not limited to:

(a) The name, age, and address of applicant and operator

#Ordinance No. 1344-An ordinance to amend City Code adding a new Chapter 8 Recreational Marijuana - Adult Use

- i. Name, age and address of the applicant and all partners of the applicant, including proof that the applicant and/or proposed employees are at least 21 years of age.
- ii. Name, age and address of the operator of the facility in cases where this differs from the applicant.
- iii. In the case of corporations, partnerships, non-profit organizations, or other business types, the applicant shall be the highest level official or employee of the entity such as, Board President, Chief Executive Officer, Executive Director, or comparable position.
- iv. If the applicant is a corporation, a copy of the articles of incorporation and current corporation records disclosing the identity and residential addresses of all directors, officers, and shareholders. Include the address of the corporation itself, if different from the address of the Marijuana establishment and the name and address of the resident agent for the corporation.
- v. If the applicant is a partnership, the names and residence address of each of the partners and the partnership itself, if different from the address of the Marijuana dispensary or Marijuana growing/manufacturing facility, and the name and address of the resident agent.
- vi. Photo identification of the applicant and operator and/or driver's license
 - (b) The location and mailing address and all telephone numbers where the business is to be conducted, and the name and address of the owner, if different from the holder of the permit, and written evidence of the applicant's right to possession of the premises.
 - (c) An area map, drawn to scale, indicating within a radius of one thousand feet (1,000) from the boundaries of the proposed dispensary or growing/manufacturing facility site, the proximity of the site to any school, existing dispensary, or existing growing facility zoning permit or similar clearance from the zoning administrator verifying the proposed use of the location at which the license will be utilized is in compliance with the zoning ordinance.
 - (d) A certificate of occupancy or similar clearance from the building department verifying the structure and premises at which the permit will be utilized is in compliance with building, property maintenance and all other applicable local code provisions. The certificate of occupancy is required within 60 days of the license being issued, and is required before opening of the facility.
 - (e) A statement that the applicant will not violate any of the laws of the State of Michigan or the ordinances of the City of Ypsilanti in conducting the business in which the license will be used, and that a violation on the premises may be cause for objecting to renewal of the license, or for requesting revocation of the license.
 - (f) A copy of state license approval.
 - (g) A description of the security plan for the facility, including, but not limited to, any lighting alarms, barriers, recording/monitoring devices, and /or security

#Ordinance No. 1344-An ordinance to amend City Code adding a new Chapter 8 Recreational Marijuana - Adult Use

guard arrangements proposed for the dispensary or growing/manufacturing facility and premises.

- (h) Proof of insurance for fire damage in the amount of the value of the premises and liability insurance with minimum limits of \$500,000.
- (i) Description of the process for tracking marijuana quantities and inventory controls including marijuana products received from outside sources.
- (j) A Description of the social equity plan required by the state of Michigan.
- (k) Description of an operating plan including the following:
 - a. A description of the products and services to be including retail sales of food and/or beverages, if any, and any related accommodations or facilities;
 - b. Detailed description of all marijuana storage facilities

Sec. 8-4.3. - Approval of application.

The City Manager or designee shall issue a permit for a marihuana establishment if inspections for safety, zoning compliance, state approval, and all other information available to the City verify that the applicant has submitted a full and complete application, paid the appropriate fee, and has made improvements to the business location consistent with the application and is prepared to operate the business with in compliance with this Code and any other applicable law, rule or regulation. The City Manager or designee will deny any application that does not meet the requirements of this chapter or any other applicable law, rule or regulation or that contains any false or incomplete information.

Further, the issuance of permits is not on a first come first serve basis nor lottery. Permits will be issued on a point system to be determined by council with the aid of staff.

Sec. 8-4.4. - Violations and penalties.

Any person who is found to be in violation of this article shall be responsible for a civil infraction and shall be subject to a fine of not more than \$500.

Sec. 8-4.5. - Non-renewal or revocation.

The city manager shall choose to not renew or revoke a permit based on any of the following:

- (1) A failure to meet the conditions or maintain compliance with the standards established by this chapter in reference to applications for a new permit or the renewal of an existing permit;
- (2) One or more violations of any city ordinance on the premises;
- (3) Maintenance of a nuisance on the premises;

#Ordinance No. 1344-An ordinance to amend City Code adding a new Chapter 8 Recreational Marijuana - Adult Use

- (4) A demonstrated history of excessive calls for public safety (police, fire, and EMS) originating from the premises, being three or more calls in any 30-day period; or
- (5) Nonpayment of real and/or personal property taxes, fines, fees, or liens owed to the city.

Sec. 8-4.6.- Appeal process.

If an applicant or permitted marihuana facility chooses to appeal the denial of a permit or revocation of a permit, they can enter in a written appeal to the clerk's office using a city generated form including the appellant's signature, the requirement or decision from which the appeal is made, and shall state the specific grounds on which the appeal is based. The applicable fee shall be submitted with the notice of the appeal; such fee shall be nonrefundable. Appeals shall be filed within 30 days of the decision in question. City council shall consider the appeal within 30 days of receipt of the appeal.

Sec. 8-5. Social Equity.

1. The City Council and city staff will work to create a permit process to allow state social equity qualifiers to participate in businesses within the city limits. Permit numbers for these applicants are listed in Sec. 8.4.1.
2. \$1,000 from each permit fee will be used to promote social equity to negatively impacted communities by promoting advocacy around criminal justice issues related to marihuana prohibition, supporting youth who have been negatively impacted by the war on drugs as it relates to the prohibition of marihuana, and community education and outreach on adult-use marihuana in general.
3. Good-faith effort in employment: any person or entity receiving more than \$10,000 in contract value or benefit from the city must use good-faith efforts in hiring employees who have been negatively impacted by marihuana prohibition. Adult-use recreational marihuana businesses should use good-faith efforts in hiring 25% employees who are low income or live in the area codes 48197 or 48198.
4. The City of Ypsilanti will not drug-test workers who are not in safety-sensitive jobs, without reasonable documented cause; random drug-testing is prohibited.
5. Lowest law enforcement: This ordinance instructs and authorizes local law enforcement to de-prioritize marihuana investigations (except as conducted in conjunction with licensing authorities) and arrests. The possession or smell of marihuana will no longer constitute probable cause for investigation or arrest.

#Ordinance No. 1344-An ordinance to amend City Code adding a new Chapter 8 Recreational Marijuana - Adult Use

The investigation, citation, and arrest for marihuana law violations in the City of Ypsilanti shall have the lowest law enforcement priority. This does not apply to distribution to minors.

6. For the purpose of law enforcement in the City of Ypsilanti, the following shall not constitute reasonable articulable suspicion of a crime in the absence of other factors:
 - a. The odor of burnt or unburnt marihuana
 - b. The possession of or suspicion of possession of marihuana that does not exceed the legal limit in Michigan
 - c. The possession of multiple containers of marihuana without evidence of excess of the legal limit in Michigan.
7. The City of Ypsilanti shall make all reasonable efforts to create spaces for on-site consumption as allowed under state law.
8. The City of Ypsilanti may add requirements that applicants enter Community Benefits Agreements, which may or may not apply to social equity applicants as well.

Sec. 8-6. Severability.

If any clause, sentence, section, paragraph, or part of this ordinance, or the application thereof to any person, firm, corporation, legal entity, or circumstances, shall be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remainder of this Ordinance and the application of such provision to other persons, firms, corporations, legal entities, or circumstances by such judgment shall be confined in its operation to the clause, sentence, section, paragraph, or part of this Ordinance thereof directly involved in the case or controversy in which such judgment shall have been rendered and to the person, firm, corporation, legal entity, or circumstances then and there involved. It is hereby declared to be the legislative intent of this body that the Ordinance would have been adopted had such invalid or unconstitutional provisions not been included in this Ordinance.

Sec. 8-7 Repeal

All other Ordinances inconsistent with the provisions of this Ordinance are, to the extent of such inconsistency, hereby repealed.

#Ordinance No. 1344-An ordinance to amend City Code adding a new Chapter 8 Recreational Marijuana - Adult Use

Sec. 8-8. Savings Clause

The balance of the Code of Ordinances, City of Ypsilanti, Michigan, except as herein or previously amended, shall remain in full force and effect. The repeal provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation, or prosecution of any right established, occurring prior to the effective date hereof.

Sec. 8-9. Copies to be available.

Copies to be available. Copies of the Ordinance are available at the office of the city clerk for inspection by, and distribution to the public during normal office hours. A complete copy of the ordinance is also available for inspection on the City's website, www.cityofypsilanti.com.

Sec 8-10. Publication and Effective Date

The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published by printing the same in the publication of record. This Ordinance shall become effective after publication at the expiration of 30 days after adoption.

MADE, PASSED, AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____ DAY OF _____, 2019

Andrew Hellenga, City Clerk

Attest

I do hereby confirm that the above Ordinance No. _____ was published in the Washtenaw Legal News on the ____ day of _____, 2019.

Andrew Hellenga, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting of the City Council held on the ____ day of _____, 2019.

Andrew Hellenga, City Clerk

Notice Published: _____

First Reading: _____

#Ordinance No. 1344-An ordinance to amend City Code adding a new Chapter 8 Recreational Marijuana - Adult Use

Second Reading: _____

Published: _____

Effective Date: _____

#Ordinance No. 1344-An ordinance to amend City Code adding a new Chapter 8 Recreational
Marijuana - Adult Use



Resolution No. 2019-191
September 24, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing for an ordinance entitled: An ordinance to add a new chapter to the Ypsilanti City Code entitled Chapter 8 -Marihuana, by officially closed.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 24 day of September 2019

#Resolution No. 2019-191



Resolution No. 2019-212
September 24, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. **Resolution No. 2019-213, approving *Ordinance No. 1343* - An Ordinance entitled, "An ordinance to amend City Code repealing Division 4. Heritage Festival, sections 10-306 and 10-307". (Second Reading)**
2. **Resolution No. 2019-214, approving *Ordinance No. 1345* - An Ordinance entitled, "An ordinance to amend City Code by adding Chapter 99 - Small Cell Wireless Facilities". (Second Reading)**
3. **Resolution No. 2019-215, approving *Ordinance No. 1346* - An Ordinance entitled, "An ordinance to amend Chapter 1 General Provisions of the Ypsilanti City Code, by amending section 1-14 Enforcement Authority for the code to include all law enforcement officers with jurisdiction to act as law enforcement officers within the city". (Second Reading)**
4. **Resolution No. 2019-216, approving *Ordinance No. 1347* - An Ordinance entitled, "An ordinance to approve Traffic Control Orders". (Second Reading)**
5. **Resolution No. 2019-217, approving the minutes of September 10, 2019.**
6. **Resolution No. 2019-218, approving appointments to boards and commissions.**
7. **Resolution No. 2019-219, approving the Rehmann LLC audit engagement letter.**

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
24 day of September 2019

#Resolution No. 2019-212



Resolution No. 2019-213
September 24, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT an ordinance "An ordinance to amend City Code repealing Division 4. Heritage Festival, sections 10-306 and 10-307" be approved on Second and Final Reading.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 24 day of September 2019

#Resolution No. 2019-213



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
ORDINANCE NO. 1343**

An Ordinance Entitled "Heritage Fest Repeal 2nd Reading"

THE CITY OF YPSILANTI ORDAINS:

An ordinance to Repeal the Heritage Festival Ordinance

1. **THE CITY OF YPSILANTI HEREBY ORDAINS** That
that DIVISION 4. HERITAGE FESTIVAL, sections 10-306 and 10-307 of the
Ypsilanti City Code is hereby repealed as follows:

~~DIVISION 4. HERITAGE FESTIVAL~~

~~Sec. 10-306. Responsible organization; license application; use of city streets, parks and other property.~~

~~(a) The Heritage Festival Committee shall apply for a special events permit as set forth in section 10-268, for use of city streets, parks and property. This special events permit is subject to approval by the city manager.~~

~~(b) All plans, permits, and use of city streets, parks, and/or other property shall be approved by the city manager.~~

~~(Code 1983, § 7.12(1))~~

~~Sec. 10-307. Soliciting and peddling; special permit; fees.~~

~~(a) During the Heritage Festival any license issued by the city clerk for soliciting and peddling only shall be invalid within a three block radius of Depot Town, Riverside Park, Frog Island Park area, downtown and West Cross Street, Congress Street between River and Summit Streets.~~

~~(b) No person shall engage in peddling, soliciting or selling in the above described Heritage Festival area without a special vendor permit issued by the Heritage Festival Committee notwithstanding any other license or permit issued by the city clerk.~~

~~(c) Any person in violation of this section shall be warned at least one time prior to initiation of prosecution under this section.~~

~~(d) The Heritage Festival Committee may charge reasonable fees for the issuance of special vendor permits. Any such fees shall be approved in advance by the city manager.~~

~~(e) During any other special event, any license issued by the city clerk for soliciting and peddling only shall be invalid within a three block radius of the area designated for the special event.~~

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~~(f) — No person shall engage in peddling, soliciting, or selling in the prohibited area without a special vendor permit issued by the special event license holder.~~

~~(g) — Any person in violation of this section shall be warned at least one time prior to initiation of prosecution under this section.~~

~~(h) — Any such special event permit holder may charge reasonable fees for the issuance of special vendor permits. Any such fees shall be approved in advance by the city manager.~~

~~(Code 1983, § 7.12(2), (3); Ord. No. 920, 8-29-2000)~~

~~**Cross reference** — Peddlers, solicitors and transient merchants, § 22-161.~~

~~Secs. 10-308 — 10-311. — Reserved.~~

~~Sec. 10-312. — Film permits.~~

~~Except as provided herein, an approved film permit shall be required for the filming of any motion picture, television production, commercial production, educational production or other video production within the city. The city manager's office shall provide guidelines and regulations for filming and make applications available at the city clerk's office in city hall. The city manager may make administrative changes to the guidelines and regulations, including the fee schedule, as circumstances and costs change. The special events coordinator shall evaluate applications and issue permits pursuant to the guidelines and regulations.~~

~~Filming without a permit shall be considered a misdemeanor and the film's producer and/or director may be subject to penalties pursuant to section 74-320 of this Code.~~

~~A film permit is not required for the following production activities:~~

~~(1) — Filming current news;~~

~~(2) — Filming for private or family use;~~

~~(3) — Filming for use in a school project;~~

~~(4) — Filming conducted by the city's public, education and government access organizations, or by or at the direction of the city;~~

~~(5) — Filming for the transmission of live entertainment to large-screen monitors within a live entertainment venue;~~

~~(6) — Filming within a legally established commercial motion picture, television, radio or photography studio, so long as city resources are not required for such filming; or~~

~~(7) — Video or multimedia broadcast on the Internet so long as city resources are not required for such filming.~~

~~(Ord. No. 1105, 10-6-2009)~~

1. If any clause, sentence, section, paragraph, or part of this ordinance, or the application thereof to any person, firm, corporation, legal entity, or circumstances, shall be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not effect, impair, or invalidate the remainder of this Ordinance and the application of such provision to other persons, firms, corporations, legal entities, or circumstances by such judgment shall be confined in its operation to the clause, sentence, section, paragraph, or part of this Ordinance thereof directly involved in the case or controversy in which such judgment shall have been rendered and to the person, firm, corporation, legal entity, or circumstances then and there involved. It is

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hereby declared to be the legislative intent of this body that the Ordinance would have been adopted had such invalid or unconstitutional provisions not have been included in this Ordinance.

1. All other Ordinances inconsistent with the provisions of this Ordinance are, to the extent of such inconsistencies, hereby repealed.

1. **Savings Clause.** The balance of the Code of Ordinances, City of Ypsilanti, Michigan, except as herein or previously amended, shall remain in full force and effect. The repeal provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation, or prosecution of any right established, occurring prior to the effective date hereof.

1. Copies of the Ordinance are available at the office of the city clerk for inspection by, and distribution to, the public during normal office hours. A complete copy of the ordinance is also available for inspection on the City's website, www.cityofypsilanti.com.
1. The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published by printing the same in the publication of record. This Ordinance shall become effective after publication at the expiration of 30 days after adoption.

Section 4:

Section 5:

MADE, PASSED, AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____ DAY OF _____, 2019

Andrew Hellenga, City Clerk

Attest

I do hereby confirm that the above Ordinance No. _____ was published in the Washtenaw Legal News on the ____ day of _____, 2019.

Andrew Hellenga, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting of the City Council held on the ____ day of _____, 2019.

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Andrew Hellenga, City Clerk

Notice Published: _____

First Reading: _____

Second Reading: _____

Published: _____

Effective Date: _____

#Ordinance No. 1343-Heritage Fest Repeal 2nd Reading



Resolution No. 2019-214
September 24, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT an ordinance "An ordinance to amend City Code by adding Chapter 99 - Small Cell Wireless Facilities" be approved on Second and Final Reading.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 24 day of September 2019

#Resolution No. 2019-214



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
ORDINANCE NO. 1345**

An Ordinance Entitled "Small Cell Ord"

THE CITY OF YPSILANTI ORDAINS:

1. **THE CITY OF YPSILANTI HEREBY ORDAINS** That the Ypsilanti City Code is hereby amended by adding Chapter 99 to read as follows:

CHAPTER 99. - SMALL CELL WIRELESS FACILITIES

Sec. 99-1. - Definitions.

Act means the Small Wireless Communications Facilities Deployment Act, Act 365 of 2018.

Authorization means permission from the city to do work in the public rights-of-way, maintain facilities in the public rights-of-way, or deploy a small cell wireless facility in the city, and includes but is not limited to a franchise, a license, a permit, a letter, or construction drawing approval. Multiple authorizations may be required for certain activities.

Colocate means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole. Colocate does not include make-ready work or the installation of a new utility pole or new wireless support structure.

Contractor means and includes any of the following licensed entities performing work on an owner's behalf: contractor; subcontractor; or any employee or agent of a contractor, subcontractor, or owner.

Department means the city department of public service.

Emergency means a condition that poses a clear and immediate danger to life or health, or a significant loss of property, or requires immediate repair to restore service to a group of users of a utility service.

Emergency work means the replacement or repair of damage to active facilities, including main lines and services, where all 811 dig requirements are met.

Excavate means without limitation any cutting, digging, grading, tunneling, boring, or other alteration of the surface or subsurface material or earth in the public way.

Facilities means poles, pipes, culverts, conduits, ducts, cables, wires, fiber, amplifiers, pedestals, antennas, transmission or receiving equipment, other electronic equipment, electrical conductors, manholes, appliances, signs, pavement structures, irrigation systems, landscaping, monument signs, monument mailboxes and any other similar equipment, for public or private use.

Owner means any property owner, company owner, or any entity by which work within the public rights-of-way has been ordered, or any entity on behalf of which any work within the public rights-of-way is caused to be performed, or any agent thereof.

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Person means an individual, association, firm, partnership, limited liability company, joint venture, corporation, government, utility, or other organized entity able to contract for the activities described in this ordinance, whether for profit or not for profit. The term does not include the city.

Public rights-of-way means the area on, below, or above a public roadway, highway, street, alley, easement or waterway. The term "public rights-of-way" does not include a federal, state, or private rights-of-way.

Small cell wireless facility means a wireless facility that meets both of the following requirements:

- (i) Each antenna is located inside an enclosure of not more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements would fit within an imaginary enclosure of not more than six cubic feet.
- (ii) All other wireless equipment associated with the facility is cumulatively not more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.

Utility pole means a pole or similar structure that is or may be used in whole or in part for cable or wireline communications service, electric distribution, lighting, traffic control, signage, or a similar function, or a pole or similar structure that meets the height requirements in section 13(5) of the Act and is designed to support small cell wireless facilities. Utility pole does not include a sign pole less than 15 feet in height above ground.

Wireless facility means equipment at a fixed location that enables the provision of wireless services between user equipment and a communications network, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes a small cell wireless facility. Wireless facility does not include (i) the structure or improvements on, under, or within which the equipment is colocated, (ii) a wireline backhaul facility, or (iii) coaxial or fiber-optic cable between utility poles or wireless support structures or that otherwise is not immediately adjacent to or directly associated with a particular antenna.

Wireless infrastructure provider : Any person, including a person authorized to provide telecommunications services in this state but not including a wireless services provider, that builds or installs wireless communication transmission equipment, wireless facilities, or small cell wireless support structures and who, when filing an application with the city under the Small Wireless Facilities Deployment Act, Act 365 of 2018, provides written authorization to perform the work on behalf of a wireless services provider.

Wireless provider means a wireless infrastructure provider or a wireless services provider. Wireless provider does not include an investor-owned utility whose rates are regulated by the Michigan Public Service Commission ("MPSC").

Wireless services means any services, provided using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile location.

Wireless services provider means a person that provides wireless services.

Wireless support structure means a freestanding structure designed to support, or capable of supporting, small cell wireless facilities. Wireless support structure does not include a utility pole.

Sec. 99-2. - General requirements.

- (a) No wireless providers shall occupy, wholly or in part, the streets, alleys, or public rights-of-way within the city without first receiving a franchise and consent and permit for that purpose. No wireless provider shall install, collocate, or construct a facility outside the

#Ordinance No. 1345-Small Cell Ord

streets, alleys or public rights-of-way within the city without receiving a franchise and permit for that purpose.

- (b) No wireless providers shall attach, alter, or modify a city-owned pole or wireless support structure without entering into a license agreement with the city.
- (c) The city may establish appropriate requirements for new franchises, licenses, and ordinance requirements consistent with state and federal law, and may modify the requirements of this article from time to time to reflect changes in the industry. The city further retains the right to make any modifications based on court rules, injunctions, or statutory amendments addressing the federal and state law mandates requiring the city to provide this process under its current regulations. The city further reserves any constitutional or statutory challenges it may have under federal and state law to the process mandated by the Act and federal law, despite its efforts to comply with the law. If any changes to state or federal law allows the city to take a more restrictive approach, the city reserves the right to alter current franchises, consent, permits and licenses.
- (d) Notwithstanding any other provisions of this article to the contrary, a wireless provider shall at all times comply with all laws and regulations of the state and federal government or any administrative agencies thereof. Provided, however, if any such state or federal law or regulation shall require a wireless provider to perform any service, or shall permit a provider to perform any service, or shall prohibit a wireless provider from performing any service, in conflict with the terms of this article or resulting franchise or of any law or regulation of the city, then as soon as possible following knowledge thereof, a wireless provider shall notify the city of the point of conflict believed to exist between such regulation or law and the laws or regulations of the city or any applicable franchise. If after review by the city, or notice of such conflict, the city council may waive the requirements of this article for any individual franchising consent, permit, or license during review and approval of an application for a permit.
- (e) Subject to this article, wireless providers may occupy and use the public rights-of-way to colocate small cell wireless facilities to provide wireless services upon, along, over and under the public rights-of-way in the city such that such collocations do not inhibit other utility installations within the public rights-of-way.
- (f) The city retains its right to impose fees and compensation consistent with federal and state law.
- (g) Wireless providers shall pay taxes for telecommunications services that are subject to taxation.
- (h) Use of the public rights-of-way is allowed only to the extent the City itself possesses such rights.
- (i) Wireless providers shall obtain approvals legally necessary to use the public rights-of-way from owners, other than the city, of property interests in the public rights-of-way or adjacent to the roadway system located within the city. To the extent any wireless provider obtains approval through a statutory authorization, as opposed to review and approval by the city, the wireless provider's placement or location of any small cell wireless facility, wireless facility, and utility pole within the city's public rights-of-way shall comply with the general and specific design and location requirements of this article, or any relevant zoning requirements.
- (j) No wireless provider shall have the exclusive right or privilege to occupy or use the public rights-of-way for delivery of wireless services or any other purpose.
- (k) The city reserves all rights to use the public rights-of-way for any purpose not prohibited by law, including the provision of wireless services, and all rights to grant authorizations to any other person(s), including any wireless provider, to use the public rights-of-way.

- (l) Wireless providers shall have no right, title, or interest in the public rights-of-way, and any franchise, consent, permit, or license provided by the city provides no right, title or interest to occupy any space outside of the public rights-of-way or any private property not owned by the city.
- (m) Wireless providers' use of the public rights-of-way shall not divest the city of any interest in the public rights-of-way.
- (n) The city does not warrant its legal interest in the public rights-of-way.
- (o) Nothing in this section shall be deemed or construed to stop or limit the city from exercising any regulatory, police, governmental, or legislative function pursuant to applicable law, which powers include, but are not limited to, the authority to enact regulations, ordinances, rules, and orders not prohibited by state or federal law that affect the public rights-of-way or a wireless provider's use of the public rights-of-way.
- (p) The terms of this section do not permit the wireless provider to operate a cable system or to provide cable service, as those terms are defined by Section 602 of the Cable Communications Policy Act of 1984, as amended (47 U.S.C. Section 522), or install any wires or facilities that are required to be permitted under the METRO Act, Public Act 48 of 2002, MCL 484.310, without satisfying any additional legal requirements.
- (q) This article only permits the wireless provider, upon obtaining required approvals and permits, to place its small cell wireless facilities in those portions of the public rights-of-way, or in other locations outside the public rights-of-way, approved by the city.
- (r) Under no circumstances shall any wireless provider be permitted to place small cell wireless facilities on any building that is on the National Register of Historic Places, pursuant to 47 C.F.R. § 1.1307(a)(4) without a permit from the Ypsilanti Historic Commission.
- (s) Collocation of small cell wireless facilities shall commence within six months of permit issuance and shall be activated for use no later than one year from the permit issuance date. Failure to commence collocation within six months of permit issuance shall void said permit. A small cell wireless facility located in the public rights-of-way that is not activated within one year of permit issuance shall be considered abandoned and shall be removed from the public rights-of-way at the wireless provider's sole expense.
- (t) A wireless provider shall notify the city in writing of the location and date that any wireless facility located in the city whose use will be discontinued. If the use of the facility is discontinued for 180 days without notice from the owner/operator or the owner of the property or other information indicates that the facility is not in use, the city may declare the facility abandoned. The city will provide notice and provide the wireless provider an opportunity to show cause before the city manager as to why the wireless facility should not be removed. Following determination of the city manager, the city may take the necessary steps to remove the facilities from the city's public rights-of-way.

Sec. 99-3. - Permit required.

- (a) *Permit requirement* . Except as otherwise provided in the Act, a wireless provider seeking to use public rights-of-way in the city for its small cell wireless facilities (including collocation, or installing or replace a utility pole), to colocate small cell wireless facilities outside the public rights-of-way, or to install new wireless support structures or modify existing wireless support structures shall apply for and obtain a permit pursuant to this article.
- (b) *Limitations on facilities in application*. No more than 20 small cell wireless facilities may be included in a single permit application.
- (c) *Application* . A wireless provider shall apply for a permit on an application form made available by the Department of Public Service. A wireless provider shall file four copies of the application with the Director of Public Services, who shall distribute one copy to the city

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manager, one copy to the City Planner, and one copy to the City Attorney. Applications shall be complete and include all required information. An application is not considered complete until all required materials have been submitted and accepted by the city. At a minimum, the applications shall require submission of the following:

- (1) Applicant's contact information, including an address, phone contact, twenty-four-hour emergency contact information, e-mail address (which shall be used to receive application updates from the city), and any applicable license numbers;
- (2) Applicant's contractor and subcontractor information, including the names, addresses, phone contact, e-mail addresses, emergency contact numbers, and name of the supervisor(s) assigned to any facility project of all contractors or subcontractors that will work within the city's public rights-of-way under a permit;
- (3) Number of wireless facilities that will be deployed;
- (4) The scope of the deployment, including whether the deployment is modification of a current facility or utility pole, collocation on an existing utility pole or wireless support structure, or installation of a new or replacement wireless support structure or utility pole;
- (5) GIS maps and coordinates detailing locations for each proposed small cell wireless facility and related facilities associated with each facility;
- (6) Site plan at a scale not smaller than one-inch equals twenty feet with dimensions showing the following:
 - a. Proposed location, including nearest cross street intersection;
 - b. Parcel identification number and property ownership for parcels where the small cell wireless facility is located and parcels located within 75 feet of the proposed facility;
 - c. Height of the proposed facility;
 - d. The distance of the proposed facilities and the nearest property line, roadways, rights-of-way, and utilities within the rights-of-way; and
 - e. Any other proposed improvements that are part of the deployment;
- (7) An application fee as established by the city council;
- (8) Executed franchise, license and consent agreement for access to and use of the city's public rights-of-way, if applicable;
- (9) Specification sheets for all attachments and equipment that will be located within the city, including the dimensional size of the small cell wireless facility and all other wireless equipment;
- (10) Attachment drawings and demonstrations of each type of installation, including photograph simulations showing collocations, new or replacement utility poles, wireless support structures and concealment and design characteristics satisfying this article;
- (11) Pole loading analysis if being colocated on a city utility pole or wireless support structure;
- (12) Attestation that the small cell wireless facilities will be operational for use by a wireless services provider within one year after the permit issuance date;
- (13) Work plan describing the location of the proposed work, the work to be performed, the limits of disturbance to the public rights-of-way and the method and materials to be used;
- (14) Landscape plans for ground-mounted facilities, if applicable;
- (15) Site/structure remediation plans for restoring any public property after removal of the wireless facilities, if applicable;
- (16) Certificate of compliance with FCC radio frequency emission regulations;

- (17) For all new utility poles, replacement utility poles, and wireless support structures, demonstration of compliance with ANSI/TIA 222-G-2 standards;
- (18) For all new utility poles, replacement utility poles, and wireless support structures, a certification by the wireless provider and a structural analysis sealed by a licensed engineer attesting that the utility poles and wireless support structures will accommodate collocation of additional antennas, including the extent of such collocation space;
- (19) For all new utility poles, replacement utility poles, and wireless support structures, a statement from a licensed engineer why no current existing utility poles or wireless support structures are adequate to provide the services planned with the wireless facility;
- (20) An inventory of any existing and approved small cell wireless facilities, utility poles, and wireless support structures that are within the jurisdiction of the city;
- (21) Copy of all other permits related to the deployment, including any applicable METRO Act application and permit;
- (22) For deployments in downtown or residential districts, documentation of compliance with design and location requirements;
- (23) For deployments in the public rights-of-way, documentation showing adequate insurance, including the city named as an additional insured;
- (24) A performance bond meeting the requirements of this article; and
- (25) Any additional information requested by the city.
- (d) *Confidential information*. If a wireless provider claims that any portion of the information submitted by it as part of its application contains trade secret, proprietary, or confidential information, which is exempt from the Freedom of Information Act (MCL 15.231 et seq.), the wireless provider shall prominently so indicate on the application.
- (e) *Application fee*. Except as otherwise provided by the Act, the application shall be accompanied by a one-time nonrefundable application fee in the amount as established by city council.
- (f) *Permit approval process*. Permit applications shall comply with the following process.
 - (1) *Pre-meeting*. Prior to submission of an application, the city strongly prefers a wireless provider meet with the city to discuss the application process, a wireless provider's intended deployment, and the requirements of this article.
 - (2) *Submission*. After the pre-meeting is conducted, the wireless provider may file the application, including all required documents, fees and information.
 - (3) *Initial review for completeness*. Submitted applications will first be reviewed for completeness to ensure that all required information is included. If an application is deemed incomplete, the city will provide written notice to the wireless provider which clearly delineates all missing documents or information. Any applicable statutory review times will be tolled from the time the wireless provider receives notice from the city that the application is incomplete until the city receives a supplemental submission.
 - (4) *Review by city staff*. Once an application is deemed complete, it will be reviewed by the city manager, the city department of public works, the city building official, the DDA director, the city attorney and any other designees of the city manager.
 - (5) *Post-application meeting*. If review by the city raises any issues or concerns, meetings with the wireless provider and relevant members of the city staff may be requested.
 - (6) *Final approval*. Upon the conclusion of the city's review, the city council will review the application and any recommendations from city staff. If the city council is satisfied

that all the requirements of this article are satisfied, it will approve the application. The wireless provider is requested to attend this meeting.

- (7) *Issuance of permit* . Once an application is approved by the city council, the city department of public works shall issue a permit granting the wireless provider authority to deploy the small cell wireless facility, utility pole, or relocated wireless support structures within the city, including use of the public rights-of-way, if applicable.
- (8) *Notice of completion* . Wireless provider will notify the city within 48 hours after completing the work allowed by the permit.
- (9) *Final inspection* . Within 30 days after receiving notice that the wireless provider has completed the work under the permit, the city will inspect the wireless provider's facilities and make a written report as to the satisfaction of the permit, the City Code, any applicable agreements and state and federal law.
- (g) *Timeline for review* . Applications will be processed consistent with the following timelines:
 - (1) *Collocation requests* . Applications requesting to colocate small cell wireless facilities on utility poles or wireless support structures located within the public rights-of-way will be approved or denied within 60 days after the date the application is submitted, subject to the following:
 - a. The city will determine whether the application is complete within 25 days after the application is submitted. The city will provide written notice to the wireless provider if the application is deemed incomplete and a supplemental response is required.
 - b. If a supplemental response is required, the city's deadline for approving or denying the application will be tolled by however many days it takes for the wireless provider to submit a supplemental response to the city after receiving notice that the wireless provider's application was incomplete. The city will notify the wireless provider whether the application remains incomplete within ten days of receiving a supplemental response. If more than one supplemental response is required, the deadline for approving or denying the application will continue to be tolled by the number of days from when the wireless provider receives notice of incompleteness from the city to when the city receives a supplemental submission from the wireless provider.
 - c. The city may add 15 days to the deadline for approving or denying the application if another wireless provider also submitted an application within seven days of the date of the submission of the application in question.
 - d. The city may extend the deadline for approving or denying the application by an additional 15 days if the city notifies the wireless provider in writing that an extension is needed and the reasons for the extension.
 - e. If the city denies a completed application, it will provide written notice explaining the reason for denial. The wireless provider may cure the identified deficiencies and resubmit its application within 30 days after the denial without paying an additional fee. The city will approve or deny the revised application within 30 days after receiving the revised application.
 - f. The deadline for approving or denying the application may be extended by mutual agreement between the city and the wireless provider.
 - (2) *Requests to install a new or replacement utility pole* : Applications requesting to install a new or replacement utility pole and associated small cell wireless facility within the public right of way will be approved or denied within 90 days after the date the application is submitted. The city will determine whether the application is complete, deny the application, and review and consider a revised application as provided for collocation requests.

- (3) *Requests to install facilities outside the ROW or to modify wireless support structures* . Applications to install or modify small cell wireless facilities outside of the public rights-of-way and applications to modify wireless support structures to be used for small cell wireless facilities will be approved or denied within 90 days after the date the application is submitted, subject to the following:
- a. The city will determine whether the application is complete within 30 days after the application is submitted. The city will provide written notice to the wireless provider if the application is deemed incomplete and a supplemental response is required.
 - b. If a supplemental response is required, the city's deadline for approving or denying the application will be tolled by however many days it takes for the wireless provider to submit a supplemental response to the city after receiving notice that the wireless provider's application was incomplete. The city will notify the wireless provider whether the application remains incomplete within ten days of receiving a supplemental response. If more than one supplemental response is required, the deadline for approving or denying the application will continue to be tolled by the number of days from when the wireless provider receives notice of incompleteness from the city to when the city receives a supplemental submission from the wireless provider.
 - c. The deadline for approving or denying the application may be extended by mutual agreement between the city and the wireless provider.
- (4) *Requests to install new wireless support structures* . Applications to install or construct new wireless support structures to be used for small cell wireless facilities will be approved or denied within 150 days after the date the application is submitted, subject to the following:
- a. The city will determine whether the application is complete within 30 days after the application is submitted. The city will provide written notice to the wireless provider if the application is deemed incomplete and a supplemental response is required.
 - b. If a supplemental response is required, the city's deadline for approving or denying the application will be tolled by however many days it takes for the wireless provider to submit a supplemental response to the city after receiving notice that the wireless provider's application was incomplete. The city will notify the wireless provider whether the application remains incomplete within ten days of receiving a supplemental response. If more than one supplemental response is required, the deadline for approving or denying the application will continue to be tolled by the number of days from when the wireless provider receives notice of incompleteness from the city to when the city receives a supplemental submission from the wireless provider.
 - c. The deadline for approving or denying the application may be extended by mutual agreement between the city and the wireless provider.
- (h) *Standards for review for deployments within the public rights-of-way* . The city may grant or deny the location and installation of any small cell wireless facility, utility pole, or wireless support structure to be installed within the public rights-of-way, if installation would:
- (1) Materially interfere with the safe operation of traffic control equipment.
 - (2) Materially interfere with sight lines or clear zones for transportation or pedestrians.
 - (3) Materially interfere with compliance with the Americans with Disabilities Act of 1990, Public Law 101-336, or similar federal, state, or local standards regarding pedestrian access or movement.
 - (4) Materially interfere with or endanger the use of city bike paths, walkways, parks, or recreational areas used by city residents.

- (5) Materially interfere with maintenance or full unobstructed use of the city's public utility infrastructure.
- (6) Materially interfere with maintenance or full unobstructed use of the city's drainage infrastructure as it was originally designed, or not be located a reasonable distance from the drainage infrastructure to ensure maintenance.
- (7) Fail to comply with spacing requirements as set forth in this article.
- (8) Fail to comply with applicable codes.
- (9) Fail to comply with design and concealment requirements as set forth in this article.
- (i) *Standards of review for collocations outside the public rights-of-way* . The city may grant or deny the collocation of any small cell wireless facility outside the public rights-of-way, if installation would:
 - (1) Be conducted without the consent of the legal owner of the property upon which the small cell wireless facility is to be colocated.
 - (2) Materially interfere with or endanger the use of city bike paths, walkways, parks, or recreational areas used by city residents.
 - (3) Fail to comply with spacing requirements as set forth in this article.
 - (4) Fail to comply with applicable codes.
 - (5) Fail to comply with design and concealment requirements as set forth in this article.
 - (6) Fail to meet zoning requirements.

Sec. 99-4. - General design and location requirements.

Small cell wireless facilities, related equipment and accessories, utility poles and wireless support structures shall comply with the following design and concealment standards:

- (a) *Compatible design* . All small cell wireless facilities and related equipment must use materials, colors, textures, and screening so as to be aesthetically and architecturally compatible with the surrounding environment, including:
 - (1) Be compatible in design to match existing street lights, traffic control devices, utility poles, infrastructure, outside furniture, garbage receptacles, and adjacent buildings.
 - (2) Be aesthetically pleasing based on review and comparison of existing utility poles.
 - (3) Be similar in color to existing architecture and adjacent infrastructure.
- (b) *Lighting*. Facilities, utility poles or wireless support structures shall not be artificially lighted. If lighting is required, the lighting fixtures and installation must cause the least disturbance to surrounding properties and comply with Ypsilanti City Code section 122-609(b).
- (c) *Collocation* . Unless physically or technically infeasible, all wireless facilities shall be constructed to accommodate two or more users. Any wireless provider must openly allow another provider to colocate upon its wireless facility under rates and conditions that are acceptable within the industry to promote collocation. Collocation of small cell wireless facilities is strongly encouraged.
- (d) *Ancillary Facility Equipment* . All other wireless equipment with the facility shall be designed and painted to satisfy this section. The equipment will be required by the city to be located underground in any locations where the equipment will be visible from adjacent roadways and lots and public electrical utility lines are already placed underground. Where underground placement of equipment is not required or would impair service, aboveground placement is permitted upon the city's approval. Ground-mounted equipment shall comply with the following requirements:

- (1) All equipment shall be completely concealed from view within an enclosed cabinet. Cabinets must be compatible in color and design to match existing infrastructure and architecture.
- (2) So as not to impede or impair public safety or the legal use of the public rights-of-way by the traveling public, in no case shall ground-mounted equipment be located closer than two feet from the public rights-of-way, edge line, face of curb, sidewalk, bike lane or shared-use path.
- (3) Ground-mounted equipment shall be located a minimum of 12 feet from any permanent object or existing lawful encroachment in the public rights-of-way to allow for access.
- (4) Ground-mounted equipment must be secured to a concrete foundation or slab with a breakaway design in the event of collisions.
- (5) Ground-mounted equipment must either be screened with plant material that is consistent with the characteristics of the surrounding area, be integrated into the base of an existing utility pole, wireless support structure or other infrastructure, or be otherwise camouflaged so as to be aesthetically and architecturally compatible with surrounding environment, without detracting from the streetscape. The City and the wireless provider shall agree on mutually acceptable design criteria prior to any aboveground deployment.
- (e) *Separation distances* . New utility poles, wireless support structures and ground-mounted equipment shall be installed at least 300 feet from any existing or proposed utility pole, wireless support structures or ground-mounted equipment. Any wireless provider desiring to install utility poles less than 300 feet apart shall demonstrate to the City's satisfaction that the wireless provider could not serve a location without the desired placement.
- (f) *Marking and signage* . No small cell wireless facility, utility pole, wireless support structure or any portion thereof shall have any signage except as expressly permitted by this article or as required by state or federal law. Aerial portions of small cell wireless facilities shall be marked with a marker which shall state wireless provider's name and provide a toll-free number to call for assistance. Underground portions of small cell wireless facilities shall have a stake or other appropriate above ground markers with wireless provider's name and a toll-free number indicating that there is buried equipment below. Any marking required by this section shall not be used for advertising purposes and shall not exceed one square foot in area unless approved by the city.

Sec. 99-5. - Design and location requirements for deployments on existing poles.

Small cell wireless facilities installed on existing utility, street light, traffic signal poles, or wireless support structures located in residential and downtown districts shall comply with the following design and concealment standards:

- (a) The maximum pole height shall be 40 feet.
- (b) They shall be aesthetically pleasing, similar in design to existing infrastructure and architecture, consistent with the local character of the area and shall not detract from the streetscape.
- (c) To the extent practicable, all accessory cables and equipment shall be installed underground.
 - (1) If any equipment cannot be installed underground, then it shall be installed at the base of the pole and concealed with skirting compatible in design and color to the pole.
- (d) Antennae shall be installed within the utility pole and not visible. If any antenna cannot be installed within the utility pole and made not visible, then it shall extend vertically

#Ordinance No. 1345-Small Cell Ord

from the utility pole or be flush-mounted to the side of the utility pole and shall be designed to be an architecturally compatible extension of the utility pole. The diameter of the antenna shall be consistent with the diameter of the utility pole, not including other appurtenances or extensions from the utility pole, or the base to which the utility pole is mounted. The antenna shall not extend more than ten feet above the top of the utility pole.

Sec. 99-6. - Design and location requirements for deployments requiring new utility poles or wireless support structures.

Small cell wireless facilities requiring the installation of a new utility pole or wireless support structure in residential, historic, and downtown districts shall comply with the following design and concealment standards:

- (a) If possible, utility poles and wireless support structures shall be designed to accommodate small cell wireless facilities for multiple wireless services providers.
- (b) Utility poles shall be located a minimum of 15 feet from any tree, measured to the tree-trunk center. Additionally, 80 percent of the root protection zone shall remain undisturbed. The root protection zone shall either be a six-foot radius around the tree or a one-foot radius for every inch of tree diameter at breast height, whichever is greater. This minimum separation shall not apply for a new utility pole that replaces an existing utility pole, where the new utility pole is installed in the same place as, or immediate vicinity of, the existing utility pole.
- (c) Utility poles shall be designed pursuant to city standards or the applicable utility's standard, and function as street light poles, utility poles, or traffic signal poles in consultation with the city or the applicable utility and shall be incorporated into the applicable utility or signaling system.
- (d) Utility poles or wireless support structures shall comply with the following height regulations:
 - (1) In residential districts, the height shall not exceed 33 feet in height from ground level.
 - (2) In downtown districts, the height shall not exceed ten percent of an adjacent building or exceed 40 feet in height from ground level, whichever is less.
 - (3) In all other districts, the height shall not exceed 40 feet in height from ground level.
- (e) Utility poles shall be designed and installed with materials and appearance consistent with existing utility poles in the adjacent public way, unless materials and appearance are prescribed by other ordinance, law, or city requirements. Utility poles shall be aesthetically pleasing, consistent with the local character of the area and shall not detract from the streetscape.
- (f) Antennae shall be installed within the utility pole and not visible. If any antenna cannot be installed within the utility pole and made not visible, then it shall extend vertically from the utility pole or be flush-mounted to the side of the utility pole and shall be designed to be an architecturally compatible extension of the utility pole. The diameter of the antenna shall be consistent with the diameter of the utility pole, not including other appurtenances or extensions from the utility pole, or the base to which the utility pole is mounted. The antenna shall not extend more than five feet above the top of the utility pole.
- (g) To the extent practicable, all accessory cables and equipment shall be installed within the pole or placed underground as required by this article, unless waived by city council.

Sec. 99-7. - Insurance and bonding requirements for deployments in the public rights-of-way.

#Ordinance No. 1345-Small Cell Ord

- (a) *Insurance* . For deployments in the public rights-of-way, the wireless provider shall furnish proof of insurance in an amount and form satisfactory to the city, naming the city as an additional insured. Such insurance shall cover a period of not less than the term of this permit and shall provide that it cannot be cancelled without 30 days advance written notice to the city.
- (b) *Bonding*. Before any work in the public rights-of-way under a permit issued pursuant to this article may commence, a wireless provider shall furnish to the city a performance bond in the form of an irrevocable bank letter of credit form or surety bond form approved by city, in the amount of \$1,000.00 per small cell wireless facility included in the application for a permit, to provide for the reasonable costs of removal of abandoned or improperly maintained small cell wireless facilities, to repair the ROW or to recoup unpaid rates or fees.

Sec. 99-8. - Assignment; speculation.

- (a) *Assignment; transfer* . No permit may be transferred or assigned by a wireless provider without the city's express written permission until the construction and installation of all permitted small cell wireless facilities is completed. After completion of such construction, a wireless provider must provide notice to the city no later than thirty days after any assignment or transfer, provided that the transferee or assignee:
 - (1) Is qualified to perform under the terms of this article, the permit issued by the city and any applicable agreement with the city, and shall be subject to the obligations set forth in the same;
 - (2) Supplies the city with all relevant information required by this Article, the permit issued by the city and any applicable agreement with the city; and
 - (3) Complies with any updated insurance and bond requirements deemed reasonably necessary by the city.
- (b) *Speculation* . Any permit obtained pursuant to this article shall not be held for speculative purposes.

Sec. 99-9. - Revocation of permit; removal.

- (a) *Revocation of permit* . A permit to install small cell wireless facilities issued pursuant to this article shall be revoked upon the occurrence of any of the following events:
 - (1) The wireless provider does not commence construction of the permitted small cell wireless facilities six months after the date of issuance;
 - (2) The permitted small cell wireless facilities are not operational within one year after the date of issuance;
 - (3) The wireless provider or the permitted small cell wireless facilities violate the terms or conditions of this article, any applicable agreement with the city, any permit issued by the city, applicable codes or any relevant provision of state or federal law, and such violations are not corrected within 30 days after receiving written notice from the city;
 - (4) After the permitted small cell wireless facilities become operational, the wireless provider discontinues the use of the small cell wireless facilities for a period of 180 consecutive days;
 - (5) The wireless provider fails to renew the permit, or the permit otherwise expires by its own terms; or
 - (6) The wireless provider voluntarily requests that a permit be terminated.

These deadlines may be extended only with express written permission from the city. If small cell wireless facilities, utility poles or wireless support structures are installed prior to the revocation of a permit, the wireless provider shall comply with the procedures for removal in the following section.

- (b) *Removal of facilities; restoration* .

#Ordinance No. 1345-Small Cell Ord

- (1) A wireless provider shall remove all small cell wireless facilities, utility poles and wireless support structures, and shall restore the site to its preinstallation condition within forty-five (45) days after receiving written notice from the city that a permit issued pursuant to this article has been revoked.
- (2) If the wireless provider does not complete removal and restoration within 45 days after receiving such notice, the city shall have the right, but not the obligation, to complete the removal and restoration and assess the costs and expenses against the wireless provider, including, without limitation, any administrative costs.
- (3) If the city exercises its right to effectuate removal and restoration, the wireless provider shall pay to the city the costs and expenses incurred by the city in performing any removal work and any storage of the wireless provider's property after removal (including any portion of the small cell wireless facilities) within 15 business days of the date of a written demand for this payment from the city. The city may, in its discretion, obtain reimbursement for the above by making a claim under the wireless provider's performance bond. After the city receives the reimbursement payment from the wireless provider for the removal work performed by the city, the wireless provider may obtain the property belonging to the wireless provider and removed by the city pursuant to this section at no liability to the city within ten business days at the City Hall. If the city does not receive the reimbursement payment from the wireless provider within such 15 business days, or if city does not elect to remove such items at the city's cost after the wireless provider's failure to so remove prior to forty-five (45) days subsequent to the issuance of notice pursuant to this section, any items of the wireless provider's property, including without limitation the small cell wireless facilities, remaining on or about the public rights-of-way or stored by the city after the city's removal thereof may, at the city's option, be deemed abandoned and the city may dispose of such property in any manner allowed by law, and in accordance with any legal rights of persons other than the city who own utility poles located in the public rights-of-way and used by the wireless provider. Alternatively, the city may elect to take title to such abandoned property, regardless of whether the city is provided an instrument satisfactory to the city transferring to the city the ownership of such property.
- (4) The deadline for removal and restoration may be extended only with express written permission from the city.

1. If any clause, sentence, section, paragraph, or part of this ordinance, or the application thereof to any person, firm, corporation, legal entity, or circumstances, shall be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not effect, impair, or invalidate the remainder of this Ordinance and the application of such provision to other persons, firms, corporations, legal entities, or circumstances by such judgment shall be confined in its operation to the clause, sentence, section, paragraph, or part of this Ordinance thereof directly involved in the case or controversy in which such judgment shall have been rendered and to the person, firm, corporation, legal entity, or circumstances then and there involved. It is hereby declared to be the legislative intent of this body that the Ordinance would have been adopted had such invalid or unconstitutional provisions not have been included in this Ordinance.

1. All other Ordinances inconsistent with the provisions of this Ordinance are, to the extent of such inconsistencies, hereby repealed.
1. **Savings Clause.** The balance of the Code of Ordinances, City of Ypsilanti, Michigan, except as herein or previously amended, shall remain in full force and effect. The repeal provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation, or prosecution of any right established, occurring prior to the effective date hereof.
1. Copies of the Ordinance are available at the office of the city clerk for inspection by, and distribution to, the public during normal office hours. A complete copy of the ordinance is also available for inspection on the City's website, www.cityofypsilanti.com.
1. The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published by printing the same in the publication of record. This Ordinance shall become effective after publication at the expiration of 30 days after adoption.

MADE, PASSED, AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____ DAY OF _____, 2019

Andrew Hellenga, City Clerk

Attest

I do hereby confirm that the above Ordinance No. _____ was published in the Washtenaw Legal News on the ____ day of _____, 2019.

Andrew Hellenga, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting of the City Council held on the ____ day of _____, 2019.

Andrew Hellenga, City Clerk

Notice Published: _____
First Reading: _____
Second Reading: _____
Published: _____

#Ordinance No. 1345-Small Cell Ord

Effective Date: _____

#Ordinance No. 1345-Small Cell Ord



Resolution No. 2019-215
September 24, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT an ordinance "An ordinance to amend Chapter 1 General Provisions of the Ypsilanti City Code, by amending section 1-14 Enforcement Authority for the code to include all law enforcement officers with jurisdiction to act as law enforcement officers within the city" be approved on Second and Final Reading.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 24 day of September 2019

#Resolution No. 2019-215



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
ORDINANCE NO. 1346**

An Ordinance Entitled "Code Enforcement Authority"

THE CITY OF YPSILANTI ORDAINS:

AN ORDINANCE TO AMEND CHAPTER 1 "GENERAL PROVISIONS" OF THE YPSILANTI CITY CODE, BY AMENDING SECTION 1-14 "ENFORCEMENT AUTHORITY FOR THE CODE" TO INCLUDE ALL LAW ENFORCEMENT OFFICERS WITH JURISDICTION TO ACT AS LAW ENFORCEMENT OFFICERS WITHIN THE CITY.

THE CITY OF YPSILANTI HEREBY ORDAINS:

Section 1: Amendments, additions, and deletions to the Code of Ordinances, City of Ypsilanti, Michigan.

That Chapter 1 of the Ypsilanti City Code, entitled "General Provisions", is hereby amended by amending Section 1-14 "Enforcement authority for Code", which Section shall read as follows:

Sec. 1-14. - Enforcement authority for Code.

(a) All law enforcement officers as defined in MCL 28.602, as amended, with jurisdiction to act as law enforcement officers within the City of Ypsilanti, including police officers sworn in by the City of Ypsilanti, Washtenaw County Sheriff Department Deputies, and the following nonpolice personnel are hereby authorized to serve appearance tickets for all ordinance violations and are otherwise authorized to enforce the ordinances of the city:

- (1) City fire chief.
- (2) Fire inspector.
- (3) Fire marshal.
- (4) Chief building inspector.
- (5) Assistant building inspector.
- (6) Ordinance enforcement officer.
- (7) Housing officials.
- (8) Parking meter enforcement personnel.

(b) The law enforcement officers and city officials listed in subsection (a) of this section are hereby given enforcement authority pursuant to Act No. 366 of the Public Acts of Michigan of 1984 (MCL 764.9c, 764.9f).

#Ordinance No. 1346-Code Enforcement Authority

2 Severability. If any clause, sentence, section, paragraph, or part of this ordinance, or the application thereof to any person, firm, corporation, legal entity, or circumstances, shall be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not effect, impair, or invalidate the remainder of this Ordinance and the application of such provision to other persons, firms, corporations, legal entities, or circumstances by such judgment shall be confined in its operation to the clause, sentence, section, paragraph, or part of this Ordinance thereof directly involved in the case or controversy in which such judgment shall have been rendered and to the person, firm, corporation, legal entity, or circumstances then and there involved. It is hereby declared to be the legislative intent of this body that the Ordinance would have been adopted had such invalid or unconstitutional provisions not have been included in this Ordinance.

3. Repeal. All other Ordinances inconsistent with the provisions of this Ordinance are, to the extent of such inconsistencies, hereby repealed.

4. Savings Clause. The balance of the Code of Ordinances, City of Ypsilanti, Michigan, except as herein or previously amended, shall remain in full force and effect. The repeal provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation, or prosecution of any right established, occurring prior to the effective date hereof.

5. Copies to be Available. Copies of the Ordinance are available at the office of the city clerk for inspection by, and distribution to, the public during normal office hours.

6. Publication and Effective Date. The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published according to Section 11.13 of the City Charter. This Ordinance shall become effective after publication at the expiration of 30 days after adoption.

MADE, PASSED, AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____ DAY OF _____, 2019

Andrew Hellenga, City Clerk

Attest

I do hereby confirm that the above Ordinance No. _____ was published in the Washtenaw Legal News on the ____ day of _____, 2019.

Andrew Hellenga, City Clerk

CERTIFICATE OF ADOPTING

#Ordinance No. 1346-Code Enforcement Authority

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting
of the City Council held on the ____ day of _____, 2019.

Andrew Hellenga, City Clerk

Notice Published: _____

First Reading: _____

Second Reading: _____

Published: _____

Effective Date: _____

#Ordinance No. 1346-Code Enforcement Authority



Resolution No. 2019-216
September 24, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT an ordinance "An ordinance to approve Traffic Control Orders" be approved on Second and Final Reading.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 24 day of September 2019

#Resolution No. 2019-216



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
ORDINANCE NO. 1347**

An Ordinance Entitled "2019 Traffic Control Orders"

THE CITY OF YPSILANTI ORDAINS:

THE CITY OF YPSILANTI ORDAINS:

That the following Traffic Control Orders be made permanent:

TCO 2019-09, Handicap parking at 211 Woodward

TCO 2019-10, Stop signs at Armstrong/Hilyard Robinson Way

TCO 2019-11, Speed humps on Armstrong

TCO 2019-12, Crosswalk on Armstrong

TCO 2019-13, Speed humps on South Washington

MADE, PASSED, AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____ DAY OF
_____, 2019

Andrew Hellenga, City Clerk

Attest

I do hereby confirm that the above Ordinance No. _____ was published in the Washtenaw
Legal News on the ____ day of _____, 2019.

Andrew Hellenga, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting
of the City Council held on the ____ day of _____, 2019.

Andrew Hellenga, City Clerk

#Ordinance No. 1347-2019 Traffic Control Orders

Notice Published: _____

First Reading: _____

Second Reading: _____

Published: _____

Effective Date: _____

#Ordinance No. 1347-2019 Traffic Control Orders



**Resolution No. 2019-217
September 24, 2019**

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of September 10, 2019 be approved.

OFFERED BY: _____

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
24 day of September 2019

#Resolution No. 2019-217



DRAFT MINUTES REGULAR COUNCIL Meeting

7:00 PM - Tuesday, September 10, 2019
Council Chambers

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, September 10, 2019, at 7:00 PM, in the Council Chambers, with the following members present:

PRESENT: Mayor Beth Bashert, Council Member Jennifer Symanns, Council Member Steven Wilcoxon, Council Member Nicole Brown, Mayor Pro-Tem Lois Richardson, Council Member Anthony Morgan, and Council Member Annie Somerville

I CALL TO ORDER

The meeting was called to order at 7:00 pm.

II ROLL CALL

III INVOCATION

IV PLEDGE OF ALLEGIANCE

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

V AGENDA APPROVAL

- a) The agenda was approved as amended.

Council Member Steven Wilcoxon moved, seconded by Council Member Annie Somerville, to table Ordinance No. 1344 to September 24, 2019.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Annie Somerville
AYES:	Beth Bashert, Steven Wilcoxon, Nicole Brown, and Annie Somerville
NAYS:	Lois Richardson and Anthony Morgan
ABSENT:	Jennifer Symanns

Council Member Steven Wilcoxon moved, seconded by Mayor Pro-Tem Lois Richardson, to table Ordinance No. 1342 to September 24, 2019.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Mayor Pro-Tem Lois Richardson
AYES:	Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville

NAYS:	Beth Bashert
ABSENT:	Jennifer Symanns

Mayor Pro-Tem Lois Richardson moved, seconded by Council Member Nicole Brown, to approve the agenda as amended.

RESULT:	CARRIED.
MOVER:	Mayor Pro-Tem Lois Richardson
SECONDER:	Council Member Nicole Brown
AYES:	Nicole Brown, Lois Richardson, Beth Bashert, Steven Wilcoxon, Anthony Morgan, and Annie Somerville
ABSENT:	Jennifer Symanns

VI INTRODUCTIONS

Mayor Bashert introduced the following individuals; City Manager McMullan, City Clerk Andrew Hellenga, Economic Development Director Joe Meyers, Community Development/DDA Director Christopher Jacobs, DPS Director Ron Akers, City Planner Bonnie Wessler, Non-Motorized Commissioner Bob Krzewinski, Police Chief Tony DeGiusti, and Deputy City Clerk Sarah Stachnik.

VII PRESENTATIONS

a) Edward Byrne Memorial Grant - Chief Tony DeGiusti

Police Chief DeGiusti informed Council that the grant money will be spent on fingerprinting equipment that needs to be replaced. The equipment will require an additional \$4,053 from the budget.

b) Parking Strategy Implementation Plan Presentation - Christopher Jacobs - Community Development/DDA Director

Community Development Director Jacobs provided an overview of the proposed parking changes.

Council Member Somerville asked about employee parking availability and cost in Depot Town. Clerk Hellenga stated the current cost for parking permits. Ms. Somerville expressed concern with the price of the downtown permits. Mr. Hellenga added that downtown permits were established in the mid-1990s. Mayor Bashert added that employers often subsidize the parking permits. Economic Development Director Meyers added that the parking manager will also look at meter usage throughout the city. Council Member Morgan asked how the overtime cost was determined. Mr. Jacobs responded that it was calculated by DPS Director Akers. Mr. Morgan asked if the parking manager would be a DDA or city employee. Mr. Jacobs responded that it would be a city employee, but would work closely with the DDA. Mr. Morgan asked if repairs are required to add spaces. Mr. Jacobs responded that there would be some repairs to the Freighthouse lot with further infrastructure improvements in the future.

Ms. Somerville stated her concern for the amount of employee parking available. Mr. Jacobs responded that the Frog Island lot will still be free. Mayor Pro-Tem Richardson expressed concern with requiring permits on Ferris St.

Mr. Jacobs responded that the S Huron lot would serve these businesses. Mr. Meyers stated that employees are currently parking on Ferris which is why staff recommended permit parking. Ms. Richardson expressed concern that these changes would no longer make Ypsilanti a friendly city. Mayor Bashert stated that this is a stressful decision for Council to make, but changes need to be made to improve the parking situation in the business districts.

- c) Road diets on Hamilton, Huron, & Washtenaw - Bonnie Wessler, City Planner - [Click Here](#) for Full Draft Report or [Click Here](#) for Report Review

City Planner Wessler provided a brief update regarding the road diets on Hamilton, Huron, and Washtenaw. Mayor Bashert asked if the increased wait times for cars in certain areas of the city would be would result in increased pedestrian and bicyclist safety. Ms. Wessler responded in the affirmative. Council Member Morgan asked if the projected road rating includes proposed changes. Ms. Wessler responded in the affirmative. She added that there is not currently a rating system for multimodal transportation.

VIII PUBLIC COMMENT (3 MINUTES)

1. Cheryl Weber, 1808 Collegewood, expressed her concern about the proposed parking strategies in Depot Town. She added that there needs to be ADA parking and loading zones for businesses.
2. Celeste McClellan, 314 Maple St, stated that she appreciates that City Council is trying to improve the parking situation. She added that she hopes that some parking will remain 30-minute parking to accommodate food co-op customers. She asked that they continue to work with business owners to develop these policies and provide enough parking for employees.
3. Susan Carter, 410 Maple, expressed her concern that this strategy will take away park and ride spaces at the Transit Center and will restrict access to handicapped people and people without smartphones. She added that the kiosk locations are not convenient and would like to see 30-minute parking. She also stated that she is curious about how the farmers market would work and is concerned about overflow parking on Maple Street.
4. Liano Sharon, 2022 Washtenaw, stated that it is an oversight that the marijuana ordinance does not appear to include micro-businesses. It also does not specify the number of facilities allowed.
5. Tessa Sarapo, 40 E Cross, stated that she thinks meter parking will discourage people from coming to the city. She also spoke in favor of 30-minute parking.
6. Corinne Sikorski, owner of 312 N River, stated that one of the reasons the Co-op moved from Perrin was because there was two-hour parking. She added that 30-minute parking would benefit all the businesses in Depot Town and the location of the kiosks is very inaccessible for customers. She also asked Council to consider other ways to deal with the sidewalk issues caused by city trees that are not maintained.
7. Sean Thomas, 919 W Cross, stated that he is disappointed that the flags were removed.
8. Brian Foley, 425 Ainsworth, thanked Council for taking recreational marijuana off the agenda and asked that they speak people involved with substance abuse about the negative effects of legalized marijuana. He added that Ypsilanti has a drug problem.
9. TC Collins, 3109 Woodland Hills, expressed concern about the amount of

waste and garbage that is not properly handled during the festivals. He added that there needs to be more accessible parking and suggested adding the one-cent option for four minutes of parking. He stated that the road diets need to consider the outer city, not just the inner city.

10. Srikar Chiravuri, CREAM, Inc, stated that they wrapped up a successful gun buyback program and continue to offer incorporation services to anyone looking to start a business. They will have a follow-up press conference about the gun buyback program and will be at the Blackstone Bookstore on October 5th from 12-4 pm.
11. Brian Geiringer stated that he lives in the gerrymandered part of Ward 1. He stated that he does not like the presentations before public comment because there are a lot of people who had to leave without having an opportunity to speak. He attended the Ward 1 visioning session and did not think it was successful due to the lack of attendance. He thinks flyer and kiosks would be helpful for communication. He hopes that lower-income folks are including in the arts commission.
12. Hugo Mack, 265 Stadium, stated that he is a candidate for Washtenaw County Prosecuting Attorney in 2020. He wanted to introduce himself and listen to citizens. The next Prosecuting Attorney needs to be concerned about restorative justice and not just be a trial advocate. He hopes to meet with everyone to explain his vision and address the issues facing Ypsilanti.
13. Gail Wolkoff, 1720 Whittier, stated that we need to move forward beyond the flag issue. She asked residents to volunteer as reading buddies to address the reading problem in public schools. She added that is essential that the marijuana incarnation problem is resolved before opening this issue of recreational marijuana.
14. Rex Richie, 1065 Maplewood, stated that the parking issue is very serious. He said that there needs to be more parking, not more expensive parking and they are not taking everyone's ideas into consideration. He added that there are other parking systems that would not cost anything.
15. Sally Richie, 1065 Maplewood, stated that there is no cost to the City to use AirGarage. She recommended that the City look into that program.

Mayor Bashert thanked everyone who spoke about the parking situation for providing their input. She stated that the flags were never meant to be put up permanently and City remains committed to diversity. She stated that it is a crime that there is no public recycling and that there was not more involvement in the visioning sessions.

IX ORDINANCES FIRST READING

- a) ~~Ordinance No. 1342 – An Ordinance entitled, "An ordinance to amend City Code adding Chapter 79, Article I Ypsilanti Arts Commission".~~
 1. ~~Resolution No. 2019-169, determination~~
 2. ~~Open Public Hearing~~
 3. ~~Resolution No. 2019-170, close public hearing (Tabled until 9/24/19)~~
- b) *Ordinance No. 1343 - An Ordinance entitled, "An ordinance to amend City Code repealing Division 4. Heritage Festival, sections 10-306 and 10-307".*
 1. Resolution No. 2019-188, determination
 2. Open Public Hearing
 3. Resolution No. 2019-189, close public hearing

Council Member Somerville stated that it was brought forward because there are many residents who have expressed concerns about the festival.

Public Hearing

1. Lester Heddle, 2058 Washtenaw, thanked everyone involved in the festival and thanked Council, DPS, and the police department for their support. He stated that three years ago they began to try to rebuild the festival. This year they attracted 25-30,000 people this year which is significantly higher than the last couple of years.
2. TC Collins, 3109 Woodland Hills, stated that the Heritage Festival and the Parkridge Festival have to work together and have more attractions.
3. Bryan Foley, 425 Ainsworth, stated that the Parkridge Festival committee has an excellent relationship with YpsiFest.
4. Sally Richie, 1065 Maplewood, stated that YpsiFest should be treated like any other festival in Depot Town and should not have a separate ordinance. She is in favor of getting rid of the ordinance but not the YpsiFest.
5. Rex Richie, 1065 Maplewood, stated that closing Cross Street hurts businesses when the festival is small.
6. Scott Vergal, Chairman of YpsiFest, appreciated the feedback about recycling, they are looking at alternatives. He stated that they have resolved previous differences with the SummerFest. He spoke in favor of the ordinance because it protects their vendors. He stated that they did not close Cross Street this year because they are trying to be good neighbors and work with Depot Town businesses.
7. Gail Wolkoff, 1728 Whittier, stated that the vendors need to have clear boundaries about what can be sold, and these things must be representative of City values.

Council Member Jennifer Symanns moved, seconded by Council Member Nicole Brown, to approve Resolution No. 2019-189.

RESULT:	CARRIED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Council Member Nicole Brown
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville

Council Member Steven Wilcoxon moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2019-188.

Mayor Bashert asked what would change if the ordinance is repealed. City Attorney Barr stated that the special control of the area would be removed. They would still be able to have the festival, but they would need a special event permit. Ms. Bashert asked if the ordinance is still relevant to the festival because the name has changed. Mr. Barr responded in the affirmative. Council Member Somerville asked if there was a restriction on youth when the ordinance was passed. Council Member Wilcoxon asked why the new iteration of the festival is grandfathered into the ordinance. Mr. Barr stated that the city does not have any input into who is part of the committee. Mr. Heddle stated that it has always been

Ypsilanti Heritage, Arts, and Entertainment and run by the same organization and nonprofit.

Ms. Somerville stated that this issue was brought up because of the youth restriction, and the special events permit is sufficient because outside vendors would be required to get a permit. Mayor Pro-Tem Richardson agreed that this festival should stand on its own, and does not support a festival that does not allow youth without an adult. Council Member Morgan stated that a ban is not a solution and is interested in how the festival has affected the local businesses. Ms. Bashert stated that she thinks the festival is not at a size that requires the ordinance, and the special events permit is sufficient. She added that the extra protections may make sense if the festival grows and they will not continue to support the festival with youth restrictions.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Steven Wilcoxon, Beth Bashert, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville

- c) ~~Ordinance No. 1344 - An Ordinance entitled, "An ordinance to amend City Code adding a new Chapter 8 Recreational Marijuana - Adult Use".~~
1. ~~Resolution No. 2019-190, determination~~
 2. ~~Open Public Hearing~~
 3. ~~Resolution No. 2019-191, close public hearing (Tabled until 9/24/19)~~
- d) *Ordinance No. 1345 - An Ordinance entitled, "An ordinance to amend City Code by adding Chapter 99 - Small Cell Wireless Facilities".*
1. Resolution No. 2019-192, determination
 2. Open Public Hearing
 3. Resolution No. 2019-193, close public hearing

Mr. Barr provided a brief explanation of the ordinance.

Council Member Jennifer Symanns moved, seconded by Council Member Nicole Brown, to approve Resolution No. 2019-193.

RESULT:	CARRIED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Council Member Nicole Brown
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville

Council Member Jennifer Symanns moved, seconded by Council Member Nicole Brown, to approve Resolution No. 2019-192.

Council Member Morgan expressed concern about potential health effects from microwave radiation.

RESULT:	CARRIED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Council Member Nicole Brown
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, and Annie Somerville
NAYS:	Anthony Morgan

- e) *Ordinance No. 1346-* An Ordinance entitled, "An ordinance to amend Chapter 1 General Provisions of the Ypsilanti City Code, by amending section 1-14 Enforcement Authority for the code to include all law enforcement officers with jurisdiction to act as law enforcement officers within the city."

1. Resolution No. 2019-194, determination
2. Open Public Hearing
3. Resolution No. 2019-195, close public hearing

Police Chief DeGuisti provided a brief explanation of the ordinance. Mayor Pro-Tem Richardson thought that this was already established under the Safety Alliance. The Chief stated that this allows the Sheriff's department to enforce city ordinances within the city, which is separate from jurisdiction. Mr. Morgan asked if they are trained in the same way as Ypsilanti Police. Chief DeGuisti stated that they do not have authority over their training; however, there are some similarities and some trainings are county-wide.

Public Hearing

1. Kari Burton, 102 Spring, asked about the communication system.

Mayor Bashert stated that they have shared the 911 calling center with the Sherriff.

Council Member Nicole Brown moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 195.

RESULT:	CARRIED.
MOVER:	Council Member Nicole Brown
SECONDER:	Council Member Anthony Morgan
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville

Council Member Nicole Brown moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2019-194.

RESULT:	CARRIED.
MOVER:	Council Member Nicole Brown
SECONDER:	Council Member Jennifer Symanns
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville

- f) *Ordinance No. 1347 -* An Ordinance entitled, "An ordinance to approve Traffic Control Orders".

1. Resolution No. 2019-196, determination
2. Open Public Hearing
3. Resolution No. 2019-197, close public hearing

City Planner Wessler provided a brief explanation of the ordinance. Mayor Pro-Tem Richardson asked why the ordinance is coming up after the work is done. Ms. Wessler stated that it is a state requirement that these orders be approved by ordinance.

Council Member Anthony Morgan moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2019-197.

RESULT:	CARRIED.
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MOVER:	Council Member Anthony Morgan
SECONDER:	Council Member Jennifer Symanns
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville

Council Member Anthony Morgan moved, seconded by Mayor Pro-Tem Lois Richardson, to approve Resolution No. 2019-196.

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Mayor Pro-Tem Lois Richardson
AYES:	Lois Richardson, Anthony Morgan, Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, and Annie Somerville

X CONSENT AGENDA

- a) Resolution No. 2019-198, approving the Consent Agenda.

Council Member Anthony Morgan moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2019-198.

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Council Member Steven Wilcoxon
AYES:	Steven Wilcoxon, Anthony Morgan, Beth Bashert, Jennifer Symanns, Nicole Brown, Lois Richardson, and Annie Somerville

- b) Resolution No. 2019-199, approving the minutes of August 27, 2019.
- c) Resolution No. 2019-200, approving *Ordinance No. 1340* - An Ordinance entitled, "An ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances to adjust sewage disposal rates. **(Second Reading)**
- d) Resolution No. 2019-201, approving *Ordinance No. 1341* - An Ordinance entitled, "An ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to adjust water service rates. **(Second Reading)**
- e) Resolution No. 2019-202, approving the purchase of two 2020 Ford Police Interceptor SUVs from Gorno Ford.
- f) Resolution No. 2019-203, appointing City Manager Frances McMullan as an officer delegate to the MERS Conference.
- g) Resolution No. 2019-204, approving a fireworks display permit for ACE Pyro, LLC, on behalf of Eastern Michigan University.

XI RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Resolution No. 2019-205, approving fees associated with Small Cell Wireless Facilities.

Council Member Jennifer Symanns moved, seconded by Council Member Nicole Brown, to approve Resolution No. 2019-205.

RESULT:	CARRIED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Council Member Nicole Brown
AYES:	Jennifer Symanns, Nicole Brown, Beth Bashert, Steven Wilcoxon, Lois Richardson, Anthony Morgan, and Annie Somerville

- b) Resolution No. 2019-206, awarding a mini-grant to The CREAM Inc., in the amount of \$5,000.

Mayor Pro-Tem Richardson asked that the funding be for direct service to youth, and she does not see the gun buyback program as direct youth service. Council Member Brown stated that the CREAM, Inc. has many programs, including the buyback, that directly affect youth. City Manager McMullan stated that they have a record of youth involvement and supporting mental health in the city. Ms. Richardson asked for an amendment to include these other youth programs. Council Member Morgan expressed his support for the organization. Council Member Somerville stated that she is glad that CREAM Inc submitted an application.

Mayor Pro-Tem Lois Richardson moved, seconded by Council Member Nicole Brown, to amend Resolution No. 2019-206 to include that the grant will support their work with Ypsilanti youth.

RESULT:	CARRIED.
MOVER:	Mayor Pro-Tem Lois Richardson
SECONDER:	Council Member Nicole Brown
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville

Council Member Nicole Brown moved, seconded by Council Member Annie Somerville, to approve Resolution No. 2019-206.

RESULT:	CARRIED.
MOVER:	Council Member Nicole Brown
SECONDER:	Council Member Annie Somerville
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville

- c) Resolution No. 2019-207, approving the DTE Easement to provide electrical services to 116-118 Michigan Ave.

DPS Director gave a brief description regarding the easement request.

Council Member Annie Somerville moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2019-207.

RESULT:	CARRIED.
MOVER:	Council Member Annie Somerville
SECONDER:	Council Member Steven Wilcoxon
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville

- d) Resolution No. 2019-208, approving agreement between Washtenaw County and the City of Ypsilanti for Subaward of Federal Financial Assistance (CDBG)

DPS Director Akers explained the purpose of this resolution and gave an overview of the requirement. Mayor Bashert asked if the City is required to complete the ramps that were not completed last year. Mr. Akers responded that there are upcoming projects that will fulfill the requirement. Ms. Bashert asked how the ramps were chosen. Mr. Akers responded that some were based on resident complaints. He added that in the future, DPS will plan to work with the non-motorized committee to prioritize ramps. Ms. Bashert stated that there is a

building on Michigan Ave that could use ramps.

Council Member Nicole Brown moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2019-208.

RESULT:	CARRIED.
MOVER:	Council Member Nicole Brown
SECONDER:	Council Member Steven Wilcoxon
AYES:	Steven Wilcoxon, Nicole Brown, Beth Bashert, Jennifer Symanns, Lois Richardson, Anthony Morgan, and Annie Somerville

- e) Resolution No. 2019-180, approving the Community Development Block Grant ADA Ramp Program to Saladino Construction. **(tabled August 27, 2019)**

DPS Director Akers provided a brief description about this project. Mr. Wilcoxon asked if they received the bid last year. Mr. Akers responded in the affirmative. Mr. Morgan asked if they are on schedule to complete by October 25th. Mr. Akers responded that they should be completed by the end of the calendar year.

Council Member Steven Wilcoxon moved, seconded by Mayor Pro-Tem Lois Richardson, to approve Resolution No. 2019-180.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Mayor Pro-Tem Lois Richardson
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville

- f) Resolution No. 2019-211, approving the grant application from Washtenaw County Parks and Recreation Connecting Communities Program. **(added)**

City Planner Wessler provided a brief explanation of the application. Mayor Pro-Tem Richardson thanked Ms. Wessler for following through with the project. Council Member Morgan asked who will be responsible for maintenance. Ms. Wessler responded that MDOT will be responsible for heavy-duty maintenance. They are proposing that the City and Township alternate years for snow removal and light maintenance. The City and MDOT would be responsible for areas north of the bridge and Ypsilanti Township and Washtenaw County Road Commission for anything south of the bridge. Mayor Bashert stated that Ypsilanti Township has expressed support for working collaboratively on this project and increasing safety.

Council Member Anthony Morgan moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2019-211.

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Council Member Steven Wilcoxon
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville

Council Member Nicole Brown moved, seconded by Council Member Annie Somerville, to extend the meeting until 11:30 p.m.

RESULT:	CARRIED.
MOVER:	Council Member Nicole Brown
SECONDER:	Council Member Annie Somerville

AYES:	Beth Bashert, Jennifer Symanns, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville
NAYS:	Steven Wilcoxon

XII LIAISON REPORTS

1. SEMCOG Update - none
2. Washtenaw Area Transportation Study - none
3. Urban County - working on priority project funding for the train platform.
4. Ypsilanti Downtown Development Authority - retreat is upcoming.
5. Friends of Rutherford Pool - heard back from the State about what needs to be changed in the bid.
6. Housing Equity Leadership Team - none

XIII COUNCIL PROPOSED BUSINESS

Wilcoxon

None

Richardson

1. Asked Council to support a city-wide relief fund for the Bahamas after Hurricane Dorian. She spoke with Cheif Hobbs to use the Fire Department as a dropoff site. Council Member Somerville suggested starting a crowd-funding campaign. Council Member Brown mentioned collaborating with other organizations that are doing this work. Council Members Brown and Somerville will work with Mayor Pro-Tem to develop a steering committee for this effort.
2. Attended the quarterly board meeting of the MML Workers Compensation Fund and they will be receiving a dividend.
3. Approached about speed control on Hawkins and Burton Ct. Resident petition is upcoming.

Morgan

1. Received calls about tickets and code enforcement. He will look into some ordinances that may be out of date.
2. Thanked those involved with the SWAG initiative.
3. Stated that the city is very inclusive and he is very proud to serve the city that is full of pride, diversity, and heritage.

Symanns

1. A resident commended Monica for her service in answering questions.
2. A resident stated that she is dissatisfied that they are unable to recycle glass from home.
3. The tree removal process is not communicated well. DPS Director Akers stated that they recently added the removal list back on the website and will provide more information. Much of the tree removal currently comes from citizen complaints. They are working on renewing the Tree City classification which will provide more opportunities for grants for tree planting.
4. Asked Mr. Akers to look at the striping and crosswalks on Cornell between Washtenaw and Collegewood for improvements next year.

Brown

1. There are two mini-grant items coming up on the next agenda.
2. Council chambers could be more accessible. Perhaps a mobile microphone or

- a designated area in the front.
3. Asked Council and staff to think about gendered language while speaking.

Somerville

1. Thanked Ron for being responsive to emails.
2. Stated there was a lot of information missing in the marijuana ordinance and would like to see a lot changed before the next council meeting. She is happy to meet with anyone individually to discuss it. Ms. Richardson asked for a work session to discuss the ordinance. Ms. Bashert stated that the complete ordinance will likely answer many questions.

XIV COMMUNICATIONS FROM THE MAYOR

1. Festival of the Honey Bee was great and Elize Jekabson should be very proud.
2. Met with YMCA Director in Ann Arbor and spoke about the proposed center in the Township. It will be a large project and there are many plans for programming.
3. Attended public events and spoke at the rotary club and attended an event Public Servants at the Bethesda Church.

XV COMMUNICATIONS FROM THE CITY MANAGER

1. Road Prioritization work session is coming up.
2. Water Street update work session in early November.

XVI COMMUNICATIONS

- a) Potential Meeting Date to Schedule Road Prioritization
- b) Proposed Downtown Parking Permit Ordinance - **(First Reading September 24, 2019)**
- c) Parliamentary Training Dates - October 9, 10, 16, & 24.
October 16, 2019 at 6 pm.
- d) **Nominations - Added**

Historic District Commission

Amy Swift
203 Jarvis St
Ypsilanti, MI 48197

Human Relations Commission

Liano Sharon
2022 Washtenaw Road
Ypsilanti, MI 48197

XVII PUBLIC COMMENT (3 MINUTES)

1. Liano Sharon, 2022 Washtenaw, offered to share contact information for people that have worked with other city's to draft language regarding

- recreational marijuana, and particularly microbusinesses.
2. Tru, CREAM Inc, thanked everyone for their support for the buyback program. They plan to have more programs to stop the violence.

XVIII REMARKS FROM THE MAYOR

XIX CLOSED SESSION

- a) Closed session to discuss labor negotiations. OMA 15-268(c) **(added)**

Council Member Jennifer Symanns moved, seconded by Council Member Annie Somerville, to adjourn to closed session.

The meeting was adjourned to closed session at 10:33 p.m.

RESULT:	CARRIED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Council Member Annie Somerville
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville

Council Member Jennifer Symanns moved, seconded by Council Member Nicole Brown, to reconvene to open session.

The meeting reconvened at 10:47 p.m.

RESULT:	CARRIED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Council Member Nicole Brown
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville

- b) Resolution No. 2019-210, approving a collective bargaining agreement between the City of Ypsilanti and IAFF. **(added)**

Council Member Jennifer Symanns moved, seconded by Council Member Nicole Brown, to approve Resolution No. 2019-210.

RESULT:	CARRIED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Council Member Nicole Brown
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville

XX ADJOURNMENT

- a) Resolution No. 2019-209, adjourning the City Council meeting.

Council Member Jennifer Symanns moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2019-209 adjourning the meeting.

The meeting was adjourned at 10:49 p.m.



Resolution No. 2019-218
September 24, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>NAME</u>	<u>BOARD</u>	<u>EXPIRATION</u>
Amy Swift 203 Jarvis St Ypsilanti, MI 48197	Historic District Commission	12/31/2022
Liano Sharon 2022 Washtenaw Rd Ypsilanti, MI 48197	Human Relations Commission	7/1/2022

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 24 day of September 2019

#Resolution No. 2019-218



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Rheagan Basabica
DATE: September 24, 2019
SUBJECT: Rehmann LLC audit engagement letter

DESCRIPTION:
Rehmann LLC audit engagement letter

SUMMARY:

Enclosed is Rehmann LLC audit engagement letter outlining the services they will provide for the audit of the City's Financial Statements for the fiscal year ending June 30, 2019. The letter includes the audit objective, audit procedures and responsibilities, management responsibilities, and the audit fees.

This engagement letter is a requirement to perform the audit. This is part the for the second year audit of the three year contract with Rehmann, LLC.

If you have any questions, please feel free to contact me at 734-483-1105 or by e-mail at rbasabica@cityofypsilanti.com.

RECOMMENDED ACTION: Approval of the Rehmann Robson LLC audit engagement letter and authorizing the City Mayor and the Clerk to sign the letter.

ATTACHMENTS: Proposed resolution and Rehmann LLC audit engagement letter

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2019-219
September 24, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the certain engagement letter between the City of Ypsilanti and Rehmann LLC for the annual audit for the fiscal year ended June 30, 2019, be and the same hereby is approved. The Mayor and City Clerk are authorized to sign for and on behalf of the City of Ypsilanti.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 24 day of September 2019

#Resolution No. 2019-219



Rehmann Robson

675 Robinson Rd.
Jackson, MI 49203
Ph: 517.787.6503
Fx: 517.788.8111
rehmann.com

July 16, 2019

Management and the City Council
City of Ypsilanti
One South Huron Street
Ypsilanti, MI 48197

We are pleased to confirm our understanding of the services we are to provide the **City of Ypsilanti** (the "City") for the year ended June 30, 2019.

We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion nor provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedules Required by GASB 67 and 68 - Pension Plan
3. Schedules Required by GASB 74 and 75 - OPEB Plan

We have also been engaged to report on supplementary information other than RSI, such as combining and individual fund financial statements, that accompanies the City's basic financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

The following other information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

1. Introductory section of the Comprehensive Annual Financial Report
2. Statistical section of the Comprehensive Annual Financial Report

Rehmann is an independent member of Nexia International.

CPAs & Consultants Wealth Advisors Corporate Investigators



Audit Objective

The objective of our audit is the expression of opinions as to whether the City's basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. Our audit of the City's financial statements does not relieve management or those charged with governance of their responsibilities. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our report. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with management in advance. If circumstances occur and come to our attention related to the condition of the City's records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, or we become aware that information provided by the City is incorrect, incomplete, or otherwise unsatisfactory which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The concept of materiality is inherent in the work of an independent auditor. An independent auditor places greater emphasis on those items that have, on a relative basis, more importance to the financial statements and greater possibilities of material error than with those items of lesser importance or those in which the possibility of material error is remote. For this purpose, materiality has been defined as "the magnitude of an omission or misstatement of accounting and financial reporting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would have been changed or influenced by the omission or misstatement."

Audit Procedures and Our Responsibilities—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements.

However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We may request written representations from the City's attorneys as part of the engagement, and they may bill the City for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from management about the financial statements and related matters.

We have advised the City of the limitations of our audit regarding the detection of fraud and the possible effect on the financial statements (including misappropriation of cash or other assets). We can, as a separate engagement, perform extended procedures specifically designed to potentially detect defalcations. Management acknowledges that the City has not engaged us to do so and does not wish us to do so at this time.

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management agrees to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably within senior management, with suitable skill, knowledge, and/or experience; evaluate the adequacy and results of these or other nonattest services performed by our Firm; and understand and accept responsibility for the results of such services.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the City and its business environment, including internal control over financial reporting sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures that are appropriate in the circumstances. An audit is not designed to provide assurance on internal control, to identify deficiencies in internal control, or to express an opinion on the effectiveness of internal control over financial reporting. Accordingly, we will express no such opinion. However, during the audit, we will communicate to the appropriate level of management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards. These matters refer to significant matters related to the financial statement audit that are, in our professional judgment, relevant to the responsibilities of those charged with governance in overseeing the City's financial reporting process. When applicable, we are responsible for communicating certain matters required by laws or regulations, or by additional requirements that may be applicable to this engagement. Auditing standards generally accepted in the United States of America do not require the independent auditor to design or perform procedures for the purpose of identifying other matters to communicate with those charged with governance. Management is responsible for assessing the implications of and correcting any internal control-related matters brought to the City's attention by us.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Management is solely and completely responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including ongoing monitoring activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with an acceptable financial reporting framework. Management is responsible for determining, and has determined, that the applicable and appropriate financial reporting framework to be used in the preparation of the City's financial statements is accounting principles generally accepted in the United States of America (GAAP).

Management is also solely and completely responsible for making all financial records and related information available to us, including a reasonably adjusted trial balance, and for the accuracy and completeness of that information. Management is also responsible for providing us with (1) access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request from management for the purpose of the audit, and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

We understand that management will provide us with such information required for our audit, including a reasonably adjusted trial balance, and that management is responsible for the accuracy and completeness of that information. Assistance provided by our Firm in the preparation of a reasonably adjusted trial balance is considered an additional billable service.

We will advise management and the City Council, as necessary about appropriate accounting principles and their application and may assist in the preparation of the City's financial statements, but the responsibility for the financial statements remains with management with oversight by those charged with governance. As part of our engagement, we may propose standard, adjusting or correcting journal entries to the City's financial statements. Management is responsible for reviewing the entries, understanding the nature of any proposed entries and the impact they have on the financial statements and the implications of such entries on the City's internal control over financial reporting. Further, the City is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing us of its knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the government received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the City complies with applicable laws and regulations.

Management is responsible for the preparation of the supplementary information that is presented fairly in relation to the basic financial statements. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (1) management is responsible for presentation of the supplementary information in accordance with GAAP; (2) that management believes the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

During the course of our engagement, we will request information and explanations from management regarding the City's operations, internal control over financial reporting, various matters concerning fraud risk, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written management representation letter.

Fees

Our fee for the audit services for the year ended June 30, 2019 will be charged at rates commensurate with the value of our professional services rendered and are not expected to exceed \$30,900.

Our invoices for these fees are due and payable as follows:

October 8, 2019	\$	14,000
October 31, 2019		14,000
Due upon report issuance		2,900

This fee is based on the assumption that unexpected circumstances will not be encountered during the audit. This fee is based on anticipated cooperation from the City's personnel, continued readiness and proactive assistance on their part in providing us with complete and accurate information (whether financial or nonfinancial in nature) considered necessary by us to form an appropriate opinion, and the assumption that unexpected circumstances will not be encountered during the audit. Such circumstances include, but are not necessarily limited to significant addition or deletion of funds, component units or related entities and first-time application of significant new professional accounting or auditing pronouncements. In addition, the fee above assumes management will analyze and maintain appropriate support for significant valuation assertions embodied in the financial statements including the valuation of investment securities, the actuarial methods and assumptions used to calculate the net pension and other postemployment benefits liabilities, impairment of capital assets including those held for sale, the valuation of inventories and land held for resale, allowances

Management and City Council
City of Ypsilanti
July 16, 2019
Page 6

for uncollectible receivables, and the estimate for incurred-but-not-reported self insurance claims. If significant additional time is necessary, we will discuss the related circumstances with management and arrive at a new fee estimate, which may or may not occur before we incur the additional time. In these circumstances, we may also issue a change order form (an attached example is provided.)

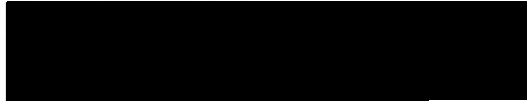
Engagement Administration, and Other

Management shall discuss any independence matters with Rehmann that, in management's judgment, could bear upon Rehmann's independence.

Our audit engagement and responsibility as auditors ends on delivery of our audit report. Any follow-up services that might be required will be part of a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

This engagement letter and the attached Rehmann Audit Engagement Letter Terms and Conditions reflect the entire understanding between us relating to the audit services covered by this agreement. This agreement may not be amended or varied except by a written document signed by both parties. It replaces and supersedes any previous proposals, correspondence, and understandings, whether written or oral. The agreements of the City and Rehmann contained in this document shall survive the completion or termination of this engagement. If any term hereof is found unenforceable or invalid, this shall not affect the other terms hereof, all of which shall continue in effect as if the stricken term had not been included.

We appreciate the opportunity to be of service to the **City of Ypsilanti** and believe the arrangements outlined above and in the attached Rehmann Audit Engagement Letter Terms and Conditions accurately summarize the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement, please sign the enclosed copy of this document and return it to us.



Daniel B. Clark, CPA
Principal

Mark T. Kettner, CPA, CGFM
Principal

Executives responsible for supervising the engagement and signing our report.

Management and City Council
City of Ypsilanti
July 16, 2019
Page 7

ACKNOWLEDGED AND ACCEPTED:

This letter correctly sets forth the understanding of the *City of Ypsilanti*.

Officer Signature

Printed Name

Title

Date

Rehmann Audit Engagement Letter Terms and Conditions

ADDITIONAL SERVICES - The City may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with management regarding the scope of the additional services and the estimated separate fees. We also may issue a change order form (an attached example is provided), or a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our attest services will continue to be governed by the terms of this engagement letter.

CODE OF CONDUCT - Management is responsible for identifying any violations by employees of the City's code of conduct.

CHANGES IN STANDARDS, LAWS AND REGULATIONS - We perform services for the City based on present professional standards, laws and regulations. While we may on occasion be able to communicate with management with respect to changes in professional standards, laws and regulations, as a general principle we cannot undertake with clients to advise them of every change that may occur. The City can always obtain reassurance in this regard by contacting us for an updated review of the City's situation.

MANAGEMENT'S REPRESENTATIONS - The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false, misleading, incomplete or omitted representations could cause us to expend unnecessary efforts or could cause material error or a fraud to go undetected by our procedures. In view of the foregoing, the City agrees that we shall not be responsible for any material misstatements in the City's financial statements that we may fail to detect as a result of false, inaccurate, incomplete, or misleading representations that are made to us by management. In addition, the City further agrees to indemnify and hold us harmless for any liability and all reasonable costs, including legal fees, that we may incur as a result of the services performed under this engagement in the event there are false or misleading representations made to us by any member of the City's management.

CLIENT ASSISTANCE - We understand that the City's employees will prepare all cash, accounts receivable, and other confirmations we request and will locate and refile any documents selected by us for testing. In addition, management will provide us with copies of all minutes and other documents that we believe may have a bearing on our evaluation of the City's financial affairs.

WORK SPACE - The City shall provide reasonable work space for Rehmann personnel at audit work sites, as well as occasional clerical support services.

TIMELY DECISIONS AND APPROVALS - The City understands that Rehmann's performance is dependent on the City's timely and effective satisfaction of its own activities and responsibilities in connection with this engagement, as well as timely decisions and approvals by City personnel.

ACCURACY AND COMPLETENESS OF INFORMATION - Management agrees to ensure that all information provided to us is accurate and complete in all material respects, contains no material omissions and is updated on a prompt and continuous basis. In addition, management will also be responsible for obtaining all third-party consents, if any, required to enable Rehmann to access and use any third-party products necessary to our performance.

EMAIL - The City acknowledges that (a) Rehmann, the City and others, if any, participating in this engagement may correspond or convey documentation via Internet e-mail unless the City expressly requests otherwise, (b) no party has control over the performance, reliability, availability, or security of Internet e-mail, and (c) Rehmann shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond Rehmann's reasonable control.

OFFERS OF EMPLOYMENT - Professional standards require us to be independent with respect to the City in the performance of our

services. Any discussions that management has with personnel of our Firm regarding employment could pose a threat to our independence. Therefore, we request that management inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

Neither party shall, during the term of this engagement letter and for one (1) year after its termination, solicit for hire as an employee, consultant or otherwise any of the other party's personnel without such other party's express written consent. If the City desires to offer employment to a Rehmann associate and the associate is hired in any capacity by the City, a market-driven compensation placement fee may apply.

ADDITIONAL FEES AND BILLING POLICIES - It must be understood that the nature of our engagement requires us to exercise our independent professional judgment with respect to various auditing, accounting and related issues. In reaching our conclusions, we must retain the right to judge the nature and scope of the work required in order to conform to professional standards, as well as the work we deem necessary to enable us to reach the conclusions and form the opinions required of us. If our judgment as to the scope of the work required causes us to reassess our estimate of fees for this engagement, we will so advise the City. We reserve the right to refrain from performing additional work (and thereby incurring additional time charges) unless and until the City has confirmed its understanding of, and agreement to, any additional estimated charges.

Our fee estimate is based upon our discussions with management, in which management has disclosed no unusual problems or issues which would require us to conduct an audit of unusual scope or otherwise expend time and effort in excess of that normally anticipated in an engagement of this type. The estimate also assumes that we will have the full cooperation of City personnel, as required, and that there is a reasonable continuity of City personnel familiar with the matters to which our engagement relates. In addition, our fee is based on the experience level of our personnel, at their respective standard hourly rates, performing certain audit procedures at certain timeframes. If we are caused to vary from that planning formula, additional fees will need to be charged to allow for more experienced personnel performing the work, reallocation of our client priority, overtime, etc. Further, management will provide us with the schedules and records that we request (which ordinarily are detailed in a request list in advance of our fieldwork) and that all such schedules and records will be provided to us timely in accordance with the scheduled fieldwork dates, to be mutually agreed upon. If the requested schedules and records are not provided to us in accordance with the scheduled dates and we are unable to continue our work, we will attempt to resume our work as soon as the schedules and records are provided to us and our professionals assigned to the engagement again become available.

As a result of well-publicized events, global economic convergence, and the continued evolution of the accounting profession, accounting and auditing standard setters and regulators are continually evaluating the need for changes that may affect the City. Such changes may result in changes in financial reporting and expanding the nature, timing and scope of activities we are required to perform to provide the services discussed in this letter. Proposed changes and shortened deadlines could result in a reduction of the level of assistance and preparedness the City is able to provide. We expect that our clients may continue to look to us to assist them with these changes. To the extent any changes require us to increase the time required to provide the services described in this letter or to complete new tasks required by such changes, we reserve the right to adjust our fees appropriately. We will endeavor to advise the City of anticipated changes to our fees on a timely basis.

In accordance with our Firm policies, work may be suspended if the City's account becomes 30 days or more overdue and will not be resumed until the account is paid in full or we have a definitive payment agreement approved by our Firm administrator in Saginaw, Michigan. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. The City will be obligated to compensate us for

Rehmann Audit Engagement Letter Terms and Conditions

all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our terms and conditions impose a late charge of 1.5% per month, which is an annual percentage rate of 18%. Balances not paid within 30 days of the receipt of invoice are past due and a late charge of 1.5% will be applied to the entire past due amount.

CLAIMS - Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, the City agrees that, notwithstanding the statute of limitations of any particular State or U.S. Territory, any claim based on the audit engagement must be filed within 12 months after performance of our service, unless management has previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

TERMINATION OF SERVICES - We reserve the right to suspend or terminate services for reasonable cause such as failure to pay our invoices on a timely basis or failure to provide adequate information in response to our inquiries necessary for successful performance of our audit services. Our engagement will be deemed to be completed upon written notification of termination, even if we have not completed the audit and issued our signed auditors' report. The City is obligated to compensate us for the time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

We acknowledge the City's right to terminate our services at any time, and the City acknowledges our right to withdraw at any time, including, but not limited to, for example, instances where, in our judgment, (a) the conditions in the first paragraph of the Audit Objectives section of this letter exist, (b) our independence has been impaired, (c) we can no longer rely on the integrity of management, (d) management (or the Audit Committee, if applicable) fails to reasonably support our efforts to perform the engagement in accordance with what we believe is necessary to comply with professional standards, or (e) a lack of professionalism exhibited by management appears to demonstrate a lack of respect for our personnel such as that evidenced in inappropriate or threatening language/emails, subject in either case to our right to payment for charges incurred to the date of termination or our resignation.

In the event that we determine to resign, and the City seeks damages allegedly resulting from such resignation, our maximum liability to the City in the event we are held liable because of such resignation shall be limited to the fees actually paid to us for current year audit work performed up to the date of resignation.

INITIAL ISSUANCE OF OUR AUDIT REPORT ON FINANCIAL STATEMENTS - If the City intends to publish or otherwise reproduce our audit report on the financial statements and/or make reference to our Firm name, such as for inclusion in an annual report (such as, for example, in a CAFR), prospectus, official statement, or similar disclosure document, including incorporation by reference thereto, the City agrees to provide us with a copy of the final reproduced document for our review and approval before it is distributed, circulated or submitted. Additional fees for issuance or inclusion of our audit report and/or any other reference to our Firm in such other document, will be based on our standard hourly rates.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on the City's Internet Web site, the City understands that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

SUBSEQUENT REPRODUCTION OF OUR AUDIT REPORT ON FINANCIAL STATEMENTS - If the City decides to include, publish or otherwise reproduce our audit report on the financial statements at a date subsequent to our original report issuance, such as for inclusion in a Preliminary or Official Statement, an exempt offering in connection with a sale of bonds or notes, or other securities, or in a similar exempt offering or other disclosure document such as a prospectus,

official statement, etc. (hereinafter referred to as the "document"), our Firm is presumed not to be associated with such document, and we have no obligation to perform any procedures with respect to such document. In these circumstances, the City agrees to include in such document a statement that Rehmann has not been engaged to perform and has not performed, since the date of our audit report being reproduced, any procedures on the financial statements contained in such document or on any unaudited financial or other information contained in the document, or on the document itself. If, however, management or the City's agent (such as an underwriter, bond counsel, placement agent, financial advisor, broker-dealer, etc.) requests our involvement, thereby causing us to be engaged to or otherwise prepare a written acknowledgement (sometimes referred to as a "consent" or "agree to include") letter prior to including our audit report in such a document, or requests or engages us to assist in preparing or reviewing financial or other information contained in such document, or participate in related oral due diligence meetings or offering discussions, our Firm then becomes associated with the document. In this event, in accordance with professional standards, we will be required to perform certain subsequent events-based or other limited procedures with respect to this or other unaudited information contained in the document shortly before the initial and any subsequent distribution, circulation, or submission. Fees for reissuance or inclusion of our audit report in such a document will be based on our standard hourly rates. If the City wishes to make reference in such a document to our Firm's role in connection with the purpose and dissemination of the document, the caption "Independent Auditors" may be used to title or label that section of the document. In accordance with professional standards, the caption "Experts" should not be used, nor should our Firm be referred to as "Experts" anywhere in the document.

INFORMAL ADVICE - As part of our engagement we may provide advice on operating, internal control over financial reporting and other matters that come to our attention. Informal advice is not considered to be a consulting service unless we have entered into a separate engagement.

THIRD PARTY PROCEEDINGS - As a result of our prior or future services to the City, we might be requested or subpoenaed to provide information or documents to management, a court, a trier of fact, or a third party in a legal, investigative, administrative, mediation, or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be billable to the City as a separate engagement. We shall be entitled to compensation for our time at our standard or special hourly rates and reasonable reimbursement for our expenses (including our legal fees) in complying with this request. For all such requests, we will observe the confidentiality requirements of our profession and will notify management promptly of the request. This paragraph will survive the termination of this agreement for any reason, and will be binding upon successors to the City.

PEER REVIEW - Our Firm, as well as other major accounting firms, participates in a "peer review" program covering our audit and accounting practices. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for the City may be selected by the other firm for their review. If it is, the other firm is bound by professional standards to keep all information confidential. If management objects to having the work we perform for the City reviewed by our peer reviewer, please notify us in writing.

PROMOTIONAL MATERIALS - The City consents to Rehmann's use of your City name and a factual description of the services to be performed by Rehmann under this agreement in Rehmann's advertising and promotional materials and other proposal opportunities.

MEDIATION - If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services

Rehmann Audit Engagement Letter Terms and Conditions

Disputes before resorting to binding arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties.

GOVERNING LAW - This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to the principles of conflicts of law thereof.



EXAMPLE CHANGE ORDER

Client: **City of Ypsilanti** (the "City")

Date:

Project Description (and estimated completion date, if appropriate):

Estimated Additional Fees: \$ _____

We believe it is our responsibility to exceed the City's expectations. This Change Order is being prepared because performance by us of the above project and/or additional service efforts was not anticipated in our original Agreement dated July 16, 2019. The estimated fees for the above project have been mutually agreed upon by the City and Rehmann. It is our goal to ensure that the City is never surprised by the price for any Rehmann service and, therefore, we have adopted the Change Order Policy. The estimated additional amount above is due and payable upon completion of the project described.

If management agrees with the above project description and the estimated fee amount, please authorize and date the Change Order below. A copy is enclosed for the City's records. Thank you for letting us serve the City.

Agreed to and accepted:

Officer Signature

Printed Name

Title

Date



INVOICE

Page: 1
Date: 10/08/19
Client: 20148
Job: 1244055
Inv#: RR531775

City of Ypsilanti
One South Huron St
Ypsilanti, MI 48197

Rehmann Robson
Jackson Office
517.787.6503

Progress billing #1 for the audit for the year ended June 30, 2019.

14,000.00

Payment schedule:

Payment #1	Due October 8, 2019	\$ 14,000
Payment #2	Due October 31, 2019	14,000
Payment #3	Due upon report issuance	2,900

Current Total

\$ 14,000.00

Please detach and return with payment

Please make all checks payable to "Rehmann Robson"

For Wire Transfers call 989.797.8443

For Credit Card payments visit rehmann.com or call 855.763.8132

(For account questions email: accounts.receivable@rehmann.com)

Amount Due: \$ 14,000.00

Amount Paid: _____

Date: 10/08/19
Inv#: RR531775
Client: 20148
Job: 1244055

City of Ypsilanti
One South Huron St
Ypsilanti, MI 48197

Rehmann Robson
Saginaw Office
5800 Gratiot Rd., Suite 201
P.O. Box 2025
Saginaw, MI 48605-2025

Credit terms: Unpaid invoices 30 days after the invoice date are subject to a finance charge of 1 1/2% per month (18% per annum).



INVOICE

Page: 1
Date: 10/31/19
Client: 20148
Job: 1244055
Inv#: RR531776

City of Ypsilanti
One South Huron St
Ypsilanti, MI 48197

Rehmann Robson
Jackson Office
517.787.6503

Progress billing #2 for the audit for the year ended June 30, 2019.

14,000.00

Payment schedule:

Payment #1	Due October 8, 2019	\$ 14,000
Payment #2	Due October 31, 2019	14,000
Payment #3	Due upon report issuance	2,900

Current Total

\$ 14,000.00

Please detach and return with payment

Please make all checks payable to "Rehmann Robson"

For Wire Transfers call 989.797.8443

For Credit Card payments visit rehmann.com or call 855.763.8132

(For account questions email: accounts.receivable@rehmann.com)

Amount Due: \$ 14,000.00

Date: 10/31/19
Inv#: RR531776
Client: 20148
Job: 1244055

Amount Paid: _____

City of Ypsilanti
One South Huron St
Ypsilanti, MI 48197

Rehmann Robson
Saginaw Office
5800 Gratiot Rd., Suite 201
P.O. Box 2025
Saginaw, MI 48605-2025

Credit terms: Unpaid invoices 30 days after the invoice date are subject to a finance charge of 1 1/2% per month (18% per annum).



INVOICE

Page: 1
Date: 11/30/19
Client: 20148
Job: 1244055
Inv#: RR531777

City of Ypsilanti
One South Huron St
Ypsilanti, MI 48197

Rehmann Robson
Jackson Office
517.787.6503

Final billing for the audit for the year ended June 30, 2019.

2,900.00

Payment schedule:

Payment #1	Due October 8, 2019	\$ 14,000
Payment #2	Due October 31, 2019	14,000
Payment #3	Due upon report issuance	2,900

Current Total

\$ 2,900.00

Please detach and return with payment

Please make all checks payable to "Rehmann Robson"

For Wire Transfers call 989.797.8443

For Credit Card payments visit rehmann.com or call 855.763.8132

(For account questions email: accounts.receivable@rehmann.com)

Amount Due: \$ 2,900.00

Amount Paid: _____

Date: 11/30/19
Inv#: RR531777
Client: 20148
Job: 1244055

City of Ypsilanti
One South Huron St
Ypsilanti, MI 48197

Rehmann Robson
Saginaw Office
5800 Gratiot Rd., Suite 201
P.O. Box 2025
Saginaw, MI 48605-2025

Credit terms: Unpaid invoices 30 days after the invoice date are subject to a finance charge of 1 1/2% per month (18% per annum).



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: September 24, 2019
SUBJECT: MDOT Trunkline Maintenance Contract

DESCRIPTION:
MDOT Trunkline Maintenance Contract

SUMMARY:

The City of Ypsilanti has an existing five (5) year contract with the Michigan Department of Transportation (MDOT) to provide for the maintenance of state trunklines and bridges within the City. The contract term is coming to an end on September 30, 2019 and MDOT is interesting in continuing to use the City of Ypsilanti for trunkline maintenance and has proposed an agreement for the City of extend these services from October 1, 2019 to September 30, 2024. The contracts are very similar with many of the adjustments to the language related to administrative reporting requirements. The City is compensated for the performing the work in the following ways:

1. Reimbursement for Employee Wages (includes benefits)
2. Reimbursement for materials
3. Reimbursement for vehicle and equipment usage

The contract has been reviewed by the City Attorney and has been approved to form.

RECOMMENDED ACTION:

Staff recommends that City Council approve the State Trunkline Maintenance Contract between the City of Ypsilanti and the Michigan Department of Transportation and authorizes the Mayor and City Clerk to sign the contract on the City's behalf.

ATTACHMENTS:
Proposed Contract

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2019-220
September 24, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti currently has an agreement with the Michigan Department of Transportation (MDOT) to provide for the maintenance of state trunklines and bridges within its jurisdiction; and,

WHEREAS, that agreement is expiring on September 30, 2019; and,

WHEREAS, the State of Michigan and City of Ypsilanti are interested in continuing this arrangement; and,

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti approves the State Trunkline Maintenance Contract between the City of Ypsilanti and the Michigan Department of Transportation with a term beginning on October 1, 2019 and expiring September 30, 2024, and authorizes the Mayor and City Clerk to sign the contract on the City's behalf.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 24 day of September 2019

#Resolution No. 2019-220

CONTRACT NO.
REGION:
AGENDA: DAB

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT

This Contract, made and entered into this date of _____, by and between the Michigan Department of Transportation (MDOT), and the Michigan municipal corporation (Municipality) of the

RECITALS:

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways. MDOT, subject to the approval of the State Administrative Board; and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest.

The parties agree as follows:

Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES

The Municipality will provide personnel, equipment, materials, and facilities to maintain the state trunkline highways and provide agreed upon services under the terms of this Contract. MDOT will review the Municipality's operation and organizational plan, annually, relative to the work to be completed under this Contract. MDOT will approve the plan if it meets MDOT's goals for the state trunkline system. The Municipality will furnish an organizational chart showing garage locations, all facilities including salt sheds, the names of supervisory personnel, and any other information incidental to the performance of this maintenance contract as required by the Region Engineer.

Section 2. SCOPE OF WORK

- A. The Municipality will perform maintenance work under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management Operations of MDOT. Maintenance and other work will be performed under the terms of this Contract and as covered by the Field Activity Budget, subsequent work plans, and Transportation Work Authorizations (TWAs), for each fiscal year, which are incorporated herein by reference. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding.
1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall remain in effect until either replaced or modified by the Region Engineer and approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes.
 2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
 3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
- B. When the Municipality inspects permits on MDOT's behalf or assists MDOT with a permit:
1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.

2. MDOT will further require Permit Applicants to provide comprehensive general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability with a blasting endorsement when blasting is involved, or commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities and public utilities or when specifically waived by the Municipality in writing.
3. The amounts of such insurance will be no less than:

Comprehensive General Liability:

Bodily Injury	--	\$500,000 each occurrence
	--	\$500,000 each aggregate
Property Damage	--	\$250,000 each occurrence
	--	\$250,000 each aggregate

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

- C. TWAs may be issued by the Region Engineer for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the Municipality or a subcontractor as set forth in Section 9 of this Contract. TWAs will be performed in accordance with MDOT's accepted maintenance practices and specifications as specified on the TWA. The Municipality will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic system (ITS). All such work will be listed in the Letter of Understanding, included in the line item budget and defined in a supplemental scope which will become an attachment to this Contract.

The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.

The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

- D. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT's established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

Section 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR

The Municipality hereby designates _____ as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. In the event the Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

Section 5. SUPERVISION

The Municipality hereby designates, where applicable, the following:

Maintenance Superintendent (Streets): _____

Signal/Electrical Superintendent: _____

Storm Sewer Superintendent: _____

Other (Specify): _____

who will supervise all work covered by this Contract. In the event the Municipality desires to replace the designated contacts, the Municipality will notify MDOT within (30) days of the change in writing.

Section 6. WAGE SCHEDULE

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality.

Premium Pay and Overtime Pay (specify under what conditions and percentage of regular rate paid if not specified in the attached labor agreement).

Pay for "show-up time" (Specify under what conditions and number of hours, if a minimum number is used and is not specified in the attached labor agreement).

No "stand by at home" pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers' compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as "EMPLOYEE BENEFITS," in accordance with Section 16.

Section 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS

Material necessary for the performance under this Contract, may, at the option of the Municipality, be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00) or if required by federal or state law.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT'S Construction Field Services Division or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality, clearly indicating the portion that is MDOT-owned.

Section 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials produced and/or supplied by the Municipality including aggregates and bituminous materials, may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review.

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion.

FIRM UNIT PRICES

<u>ITEM KIND</u>	<u>ITEM LOCATION</u>	<u>PRICE UNIT</u>	<u>PRICE INCLUDES*</u>	<u>PER UNIT</u>

Insert above, the following applicable number(s):

*Firm Unit Price Includes:

<u>Item Kind</u>	<u>Item Locations</u>
1. Processing/or Mixing Costs	1. Pit Site
2. Stockpiling/or Hauling to Stockpile Costs	2. Yard
3. Royalty Costs	3. Other (Describe)
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)	
5. Winter Sand	
6. Bituminous Costs	
7. Other (Describe)	

MDOT may review all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List shown above for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways, are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(D). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

Section 9. SUBCONTRACTS

The Municipality may subcontract any portion of the work to be performed under this Contract. Bid/price solicitation and subcontracts will be in conformance with the Municipality's contracting process, and applicable state laws, except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for said subcontracted work. The scope of work and specifications (if any) must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty (30) days of completion of emergency work for contracts of \$250,000 or greater.

It is the intent of the parties to extend the terms of the Contract if the subcontract work is in progress at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required under this Section, may result in a denial of the reimbursement of the costs.

For subcontracts involving the items of CLEANING DRAINAGE STRUCTURES, SWEEPING AND FLUSHING or GRASS AND WEED CONTROL, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

County and/or Municipality-based advantage programs (CBA Process) or any type of preference program that awards contracts based on criteria other than low bid through the competitive bidding process, will not be used for MDOT-funded projects.

The term of the subcontract will not exceed five (5) years; said term will include any time extensions.

The subcontract solicitation and approval process will be as follows:

- A. **Subcontracts \$24,999 or less:** The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.
- B. **Subcontracts \$25,000 or greater:** The Municipality will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. Documentation of the solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.

State Administrative Board approval is required prior to the execution of contracts that are \$500,000 or greater.

State Administrative Board requirements for Amendments (previously referred to as overruns, extra work and adjustments), are outlined in Appendix E, attached hereto and made a part hereof.

Section 10. NON-DISCRIMINATION

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

Section 11. ANTI-KICKBACK

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

Section 12. SCOPE OF CONTRACT

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

Section 13. INSURANCE

- A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily

injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form shall be submitted to MDOT on DEPARTMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability. The Municipality agrees to review its insurance programs with its statewide association in an attempt to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted to MDOT.

- B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:

Assistant Attorney General
Division Chief
Transportation Division
Van Wagoner Building - 4th Floor
425 West Ottawa Street
P.O. BOX 30050
Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

SECTION 14. WORKERS' DISABILITY COMPENSATION

The Municipality will comply with the Michigan Workers' Disability Compensation Law for all employees performing work under this Contract, MCL 500.3400, *et seq.*

SECTION 15. BUDGET GUARANTEE

Each MDOT fiscal year, a winter and non-winter maintenance budget will be prepared separately. These budgets will be established by the Region Engineer within guidelines established by MDOT. Prior to the development of an annual budget by the Region Engineer, the Municipality and MDOT will meet and develop a proposed work plan including a schedule for routine maintenance and the associated cost of the work plan for the coming year. This proposed work plan will be broken down by month and form the basis of the non-winter maintenance budget for the Municipality for the next fiscal year. The non-winter budget will be balanced over all twelve months of the fiscal year. The budget will be adjusted each month to address budget overruns and under-runs to ensure that total Municipality budget is not exceeded. MDOT will work with the Municipality to reach agreement on the components of this annual work plan, taking into consideration the features and conditions of the state trunkline system within the Municipality's contract area, as well as the size of the Municipality's staff that is available for state trunkline Highway maintenance. MDOT and the Municipality will identify maintenance activities that can be performed in the winter months when not performing winter maintenance.

The Municipality will work with MDOT to develop an annual priority plan for scheduling work over the term of this Contract consistent with MDOT'S road preservation objectives.

MDOT will establish the winter maintenance budget based on a five (5)-year average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality supplied road salt, winter sand, other de-icing chemicals and overhead.

The Region Engineer and the Municipality will review the non-winter maintenance budget together at least every other month. This review will cover work planned and conducted, work planned and not conducted, and the current status of the non-winter maintenance budget. Any adjustments to the proposed work plan to curtail or expand operations to meet budget limitations will be covered in this budget review. During winter operations, the winter budget will be reviewed monthly by the Region Engineer and the Municipality.

MDOT and the Municipality will meet between March 1 and May 15 of each budget year to discuss a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter budget. During this meeting, participants will estimate the remainder of the winter budget, review the status of current and future bills for winter maintenance and propose a supplemental summer. The proposed work activities will be prioritized to support MDOT'S preservation strategy as indicted in Appendix G.

SECTION 16: REIMBURSEMENT SCHEDULE REQUEST FOR REIMBURSEMENT

MDOT will reimburse the Municipality for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT prior to the start of the review for each respective year of the Contract period.

- A. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- B. MDOT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.
- C. MDOT'S share of the actual cost of Municipality owned or purchased energy.
- D. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- E. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:
 - 1. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the Municipality. When bulk items paid for by MDOT are co-mingled with the Municipality's materials, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to

identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.

2. **Non-Bulk Items (measured by area or count):**

A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.

- F. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- G. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- H. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- I. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Maintenance Superintendent (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

- J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.
- K. Requests for reimbursement to be made at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within thirty (30) days from the end of each bi-monthly period on forms furnished by MDOT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Upon written request to the Region Engineer, payment may be made to the Municipality on a monthly basis, after submission to MDOT of certified statements of costs for each monthly payment period. Municipalities with a line item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis through MDOT'S Local Agency Payment System (LAPS).
- L. The Municipality will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.
- It is further agreed that in smaller municipalities, the Maintenance Superintendent designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A.

SECTION 17: ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

SECTION 18: SNOW HAULING

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. MDOT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. MDOT will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement. MDOT'S reimbursement for snow hauling from state trunkline highways, based upon this calculation, is paid at the rate of ____ percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the Region Engineer shall be required and kept on file for review purposes.

The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

SECTION 19: PAVEMENT MARKING

Compensation for the item of PAVEMENT MARKING will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for PAVEMENT MARKING in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for PAVEMENT MARKING is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of SWEEPING AND FLUSHING, GRASS AND WEED CONTROL and ROADSIDE CLEAN UP will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.

SECTION 21: TREES AND SHRUBS

Except for emergency work, the Municipality must request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.

SECTION 22: EQUIPMENT LIST

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be furnished to MDOT no later than February 28 of each year.

SECTION 23: RECORDS TO BE KEPT

The Municipality will:

- A. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under the state trunkline maintenance contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
 1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.
 2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.

3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.
- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT under this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

SECTION 25: CONTRACT REVIEW AND RESPONSE

The Municipality's records will be subject to review/audit within the statute of limitations, and the review/audit period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed. The term "review/audit" hereafter will be referred to as "review".

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

Within sixty (60) days after the date of the Notice of Review Results, the Municipality will:

1. Respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the Review Report;
2. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and
3. Include a written explanation as to any questioned item of expense. Hereinafter, the "RESPONSE" will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, "Dispute Resolution Process".

SECTION 26: DISPUTE RESOLUTION PROCESS

A. Contract Disputes

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of Operations, Operations Field Services Division or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- 3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
- 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
- 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.
- 6) Every effort will be made to complete this process within 90 calendar days by both parties.

B. Review Disputes

For Review Disputes the submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their RESPONSE.
- 2) If, after an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT's decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel's written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.
- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. In the event that a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if mutually agreed upon by both parties.

Injunctive Relief

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

SECTION 27: TERM OF CONTRACT

This Contract will be in effect from October 1, 2019 through September 30, 2024.

SECTION 28: BUDGET REDUCTION, TERMINATION OR NON-RENEWAL OF CONTRACT

- A. For convenience and without cause, MDOT may reduce the budget, terminate, or choose not to renew this Contract, if written notice is given to the Municipality at least one (1) year prior to the beginning of the Contract year to which the budget reduction, termination, or expiration applies. One year from the date of such notice shall be deemed the termination date of the Contract.

The Municipality may reduce the budget, terminate, or choose not to renew this Contract if one (1) year's written notice, prior to the effective date of budget reduction, termination, or expiration is given to MDOT. One year from the date of such notice shall be deemed the termination date of the Contract.

- B. Upon termination of this Contract "for cause" or any reason, the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, as set forth in Appendix D, attached hereto and made a part hereof.

SECTION 30: CONTRACTUAL INTERPRETATION

All capitalized words and phrases used in this agreement have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate. In case of any discrepancies between the body of this Contract and any appendices attached hereto, the body of this Contract will govern.

SECTION 31: AUTHORIZED SIGNATURE(S)

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official(s) of the Municipality and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective official(s) of the Municipality, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

BY: _____
TITLE:

BY: _____
TITLE:



MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: MDOT Director

APPENDIX A
MICHIGAN DEPARTMENT OF TRANSPORTATION
MUNICIPALITY CONTRACT
DEFINITIONS

ANNUAL WORK PLAN: A schedule developed by the Municipality, and a Region Engineer designee, of the routine maintenance work to be performed annually on state trunklines by the Municipality.

BUDGET/FIELD ACTIVITY BUDGET: Both items are defined as the budgeted amount distributed to the Municipality at the beginning of the fiscal year (October 1).

CHEMICAL STORAGE FACILITIES: Bulk salt storage buildings.

COMPONENTS OF AN ANNUAL WORK PLAN: An outline of agreed upon maintenance activities to be performed to meet the needs of the trunkline. The components of this plan shall be a list of prioritized maintenance needs and a general break-down of how the Municipality's budget will be applied to the standard maintenance activity groups to facilitate work on the maintenance needs.

DEPARTMENT: Means the Michigan Department of Transportation.

MDOT APPEAL PANEL: A panel comprised of four Bureau Directors responsible for deciding Contract disputes, three of which will constitute a quorum.

EQUIPMENT SPECIFICATIONS AND RENTALS: An annual list of equipment proposed to be used on the state trunkline system by the Municipality forwarded to the Department with the hourly rates of each piece of equipment.

MICHIGAN STATE TRANSPORTATION COMMISSION: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

OFFICE OF COMMISSION AUDIT (OCA): The Office of Commission Audit reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is

charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

REGION ENGINEER: The Department's designated chief engineer (or designee) responsible for the oversight of each MDOT region.

RESPONSE: A written explanation as to any questioned item of expense

SCHEDULE C EQUIPMENT RENTAL RATES: The Department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment.

SMALL HAND TOOLS: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

STATE ADMINISTRATIVE BOARD: The State Administrative Board consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capitol outlay process, and the settlement of small claims against the state.

STATE TRUNKLINE HIGHWAY: A road, highway, or freeway under the jurisdiction of the Department, and usually designated with an M, US, or I, preceding the route number.

WINTER MAINTENANCE: Maintenance operations centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and safe driving surface under winter conditions. The activity codes that define the budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol (*See winter maintenance patrol above*)

1490: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above activity codes.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2019, through September 30, 2024

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000_____	11.00_____	.50_____	11.50
\$25,001 to \$50,000 _____	10.25_____	.50_____	10.75
\$50,001 to \$75,000 _____	9.50_____	.50_____	10.00
\$75,001 to \$100,000 _____	8.75_____	.50_____	9.25
\$100,001 and over _____	8.00_____	.50_____	8.50

APPENDIX C
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX D

**STATE ADMINISTRATIVE BOARD
RESOLUTION 2017-2
PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS
AND
RECISSION OF RESOLUTION 2011-2**

WHEREAS, the State Administrative Board ("Board") exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation ("MDOT") Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT's administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments

arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.

2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.

3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.

4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.

5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.

8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a

written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective April 25, 2017.



APPENDIX E

SUBCONTRACT REQUIREMENTS

SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR AMENDMENTS (PREVIOUSLY REFERRED TO AS OVERRUNS, EXTRA'S AND ADJUSTMENTS)

Administrative Board Resolution (2017-2, April 25, 2017)

Amendments

Subcontract Requirements:	Amendment Amount	State Administrative Board (SAB) Approval Requirements:
• Region Engineer approval required prior to start of work. • Form 426 must be signed by the Region Engineer. • Documentation of amendment is required by the Municipality. • Send revised Form 426 to the Operations Field Services Division Contract Administrator for review and approval prior to the start of work.	\$499,999 or less	Not required Note: Emergency contracts \$250,000 or greater require SAB approval.
	\$500,000 or greater	Required prior to the start of work Note: When the sum of the contract and all amendments total \$500,000 or greater, SAB approval is required.

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.

April 25, 2017



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

PAUL C. AJEGBA
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name
Address
Contact Person, Title

**RE: Clarification of State Trunkline Maintenance Contract between Michigan
Department of Transportation (MDOT) and the (insert name of contract agency)**

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 2, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City of _____. The work activities are to be conducted by the City as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract.

Subcontracting of any work activities shall be in accordance to Section 9 of the Contract.

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Engineer
MDOT ____TSC

APPROVED BY:

City of _____ agrees to the terms and conditions stated in this agreement.

Dated this ____ day of _____, 2014

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

APPENDIX G

Non-Winter Maintenance Activity & Level of Service Priority

For the purposes of defining priority levels, the following guidance is suggested:

"Critical" work activities are those which address conditions in the infrastructure that pose an imminent threat to public health and safety. This would include instances in which defects or damage currently exist and must be repaired to restore the infrastructure to a safe operating condition. Examples may include filling existing potholes, repairing significantly damaged guardrail, grading shoulders with an edge drop in excess of 1 ½ inches or replacing a collapsed culvert.

"High Priority" work activities are those which address serious deficiencies in the condition of the infrastructure which, in the professional judgment of the Region and TSC management, could lead to defects or damage in the near future that would seriously impact public health and safety if they are not addressed now. Examples may include repairing significantly deteriorated pavement joints and cracks or repairing culverts with section loss.

"Routine/Preventive" work activities are those which address the condition of the infrastructure in such a way as to maintain or prevent the condition from deteriorating to serious condition. Examples may include sealing pavement cracks, grading shoulders, cleaning culverts and ditches, and brushing.

Priority Group 1:

Traffic Signal Energy
Facility Utilities
Freeway Lighting Energy
Operation of Pump Houses
Operation of Movable Bridges
Auto Liability Insurance (county contracts)
Supervision (county contracts)
Roadway Inspection (minimum acceptable level- county contracts)
Billable Construction Permits
Equipment Repair and Servicing
Fuel
Critical Surface Maintenance
Critical Guardrail Repair
Critical Sign Replacement
Critical Drainage Repair
Critical Traffic Signal Repair
Critical Freeway Lighting Repair
Critical Response to Traffic Incidents (to assist in traffic control, facility restoration)
Critical Drainage Area Sweeping (to prevent roadway flooding)

Critical Structural Maintenance on Bridges
Critical Pump House Maintenance
Critical Shoulder Maintenance (to address shoulder drops greater than 1 ½")
Critical Impact Attenuator Repair
Clear Vision Area Mowing
Removal of Large Debris and Dead Animals (from the traveled portion of the roadway)
Rest Area and Roadside Park Maintenance

Priority Group 2:

High Priority Surface Maintenance
High Priority Guardrail Repair
High Priority Sign Replacement
High Priority Drainage Repair
High Priority ROW Fence Repair
High Priority Shoulder Maintenance
High Priority Structural Maintenance
Adopt-A-Highway
Youth Corps in designated urban areas
Mowing (First Cycle)
Freeway Slope Mowing in designated urban areas
Litter Pickup in designated urban areas
Graffiti Removal in designated urban areas
Freeway Lighting Maintenance & Repair

Priority Group 3:

Mowing (Additional Cycles)
Brushing
Sweeping, beyond critical drainage areas
Litter Pickup, outside designated urban areas
Graffiti Removal, outside designated urban areas
Routine/Preventive Surface Maintenance
Routine/Preventive Guardrail Repair
Routine/Preventive Sign Replacement
Routine/Preventive Drainage Repair
Routine/Preventive Shoulder Maintenance
Routine/Preventive Structural Maintenance
Routine/Preventive Pump House Maintenance
Routine/Preventive Traffic Signal Maintenance
Youth Corps outside of designate urban areas
Non-motorized path maintenance



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: John Barr
DATE: September 24, 2019
SUBJECT: City intent for submerged lands and to authorize a title search.

DESCRIPTION:

City intent for submerged lands and to authorize a title search.

SUMMARY:

The City is considering the removal of the Penn Dam. Up-stream property owners have concerns and questions about the intention of the City concerning use of the uncovered lands.

Mayor Bashert suggested the attached resolution as the policy of the City, that is:

1. The City intends to utilize the presently submerged lands adjacent to Penn Park that will become exposed by the dam removal for public and recreation purposes.
2. The City does not intend to utilize for public and recreation purposes City owned presently submerged lands that will be exposed that are not adjacent to Penn Park, but to leave such City land as green space.
3. The City does not intend to utilize any private submerged land that will be exposed for public or recreation purposes.

Mayor Bashert also requested that we research title to the up-stream lands that will be involved, and the resolution authorizes that work.

RECOMMENDED ACTION: Review and adoption of resolution.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2019-221
September 24, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Background

Ypsilanti City Council determined to remove the Peninsular Dam on the Huron River. The removal will expose land that is currently under water (submerged lands). The City will research the ownership of submerged lands and the respective rights of the City and owners. This resolution is to clarify the City intent for submerged lands and to authorize a title search.

**RESOLUTION TO CLARIFY CITY OF YPSILANTI INTENT AS TO LANDS UNDER
THE PENISULAR DAM BACKWATER AND TO AUTHORIZE TITLE SEARCH**

IT IS RESOLVED BY THE YPSILANTI CITY COUNCIL THAT:

1. The City intends to utilize the presently submerged lands adjacent to Penn Park that will become exposed by the dam removal for public and recreation purposes.
2. The City does not intend to utilize for public and recreation purposes City owned presently submerged lands that will be exposed that are not adjacent to Penn Park, but to leave such City land as green space.
3. The City does not intend to utilize any private submerged land that will be exposed for public or recreation purposes.
4. The City Attorney is authorized to conduct a title search of the Peninsular Dam back water submerged lands and hire title and survey work as required.

OFFERED BY: _____

SECONDED BY: _____

YES: _____ NO: _____ ABSENT: _____ VOTE: _____

#Resolution No. 2019-221

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
24 day of September 2019

#Resolution No. 2019-221



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Joe Meyers
DATE: September 24, 2019
SUBJECT: Border to Border Trail Budget Amendment

DESCRIPTION:
Border to Border Trail Budget Amendment

SUMMARY:

The City of Ypsilanti signed an agreement with Washtenaw County Parks and Recreation Commission to construct an extension of the Border to Border trail through Frog Island Park at the cost of \$850,000. While Washtenaw County agreed to pay for the vast majority cost the city agreed to pay for \$20,000 in engineering costs and be reimbursed for the rest of the engineering costs (approximately \$120,000). With this project far exceeding the contractual services budget of the planning department, we are requesting the city amend the budget to allow for the additional revenue expected from Washtenaw County Parks and Recreation Commission and a new expenditure fund to pay for the engineering costs. The budget amendments requested are attached.

RECOMMENDED ACTION: Approve Budget Amendment

ATTACHMENTS: Budget Amendment Request

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2019-222
September 24, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti approved the extension of the border to border trail in December 2018; and

WHEREAS, the vast majority of funding will be paid from Washtenaw County Parks and Recreation Commission (PARC) ; and

WHEREAS, Washtenaw County PARC committed all but \$20,000 for the engineering for the project and requested the city use their engineering firm OHM.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council authorizes the City Manager to adjust the Parks budget pay the invoices for engineering for the Border to Border Trail through Frog Island Park.

OFFERED BY: _____

SECONDED BY: _____

YES: _____ NO: _____ ABSENT: _____ VOTE: _____

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 24 day of September 2019

#Resolution No. 2019-222

CITY OF YPSILANTI, MICHIGAN

BUDGET ADJUSTMENT WORKSHEET

FISCAL YEAR: 19-20

FUND: 414

DEPT: Parks

REQUESTED BY: Joe Meyers

DATE: 9/24/2019

AMENDMENT#:

ACCT#	ACCT NAME	ADOPTED	AMENDED	REVENUE CHANGE	EXPENDITURE CHANGE	NEW AMENDED REVENUE BUDGET	NEW AMENDED EXPENDITURE BUDGET	REASON
414-4-4493-587-01	Contractual Services	0	0		100,000	0	100,000	Engineering Costs
414-7-4493-975-00	Miscellaneous Revenue	0	0	100,000		100,000	0	Washtenaw County Agreement
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
						0	0	
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NET CHANGE IN BUDGET:	100,000	100,000
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Approved by City Manager: _____

Date: _____

Approved by City Council (if required): _____

Date: _____

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Resolution No. 2019-223
September 24, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
24 day of September 2019

#Resolution No. 2019-223