

1. City Council Meeting Agenda

Documents:

[REGULAR COUNCIL - 03 MAR 2020 - AGENDA.PDF](#)

2. City Council Meeting Packet

Documents:

[REGULAR COUNCIL - 03 MAR 2020 - PACKET.PDF](#)



**CITY OF YPSILANTI
CITY COUNCIL REGULAR MEETING
March 3, 2020 @ 6:30 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197**

REGULAR MEETING BEGINS AT 7:00 PM

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. CLOSED SESSION - 6:30 PM TO 7:00 PM

- A. Pending Litigation, Collins v the City of Ypsilanti. *MCL 15.268(e)*

VII. INTRODUCTIONS

VIII. PRESENTATIONS

IX. PUBLIC COMMENT (3 MINUTES)

X. PUBLIC HEARING

- A. Approving a redevelopment liquor license for 101 Huron.
1. Resolution No. 2020-050, determination.
2. Public Hearing
3. Resolution No. 2020-051. close the public hearing

XI. ORDINANCES FIRST READING

- A. *Ordinance 1356* - An ordinance to amend Article III Discrimination of Chapter 58 Human Relations, being Section 58-61.
1. Resolution No. 2020-052, determination.
2. Public Hearing
3. Resolution No. 2020-053. close the public hearing

XII. CONSENT AGENDA

- A. Resolution No. 2020-054, approving the Consent Agenda.
- B. Resolution No. 2020-055, approving the minutes of February 18, 2020.
- C. Resolution No. 2020-056, approving appointments to Boards and Commissions.

XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. Resolution No. 2020-057, approving resolution of support for state approval of pre-trial incarceration alternatives.
- B. Resolution No. 2020-058, approving Ordinance 1356 - an Ordinance entitled 2019 Winter Traffic Control Orders. **(Second Reading)**
- C. Resolution No. 2020-059, approving MDOT Contract # 19-5640 for reconstruction of W. Cross from Courtland to Wallace.
- D. Resolution No. 2020-060, authorizing the acceptance of the proposal from Harvey Electronics Inc for parking meter kiosks.

XIV. BOARD AND COMMISSIONS - COMMUNICATIONS

- A. Board of Ethics - Recommendation for amendment to Article II of the City Code

XV. 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
- 7. Youth Community Connection

XVI. COUNCIL PROPOSED BUSINESS

XVII. COMMUNICATIONS FROM THE MAYOR

XVIII. COMMUNICATIONS FROM THE CITY MANAGER

XIX. COMMUNICATIONS

XX. PUBLIC COMMENT (3 MINUTES)

XXI. REMARKS FROM THE MAYOR

XXII. ADJOURNMENT

- A. Resolution No. 2020-061, adjourning the City Council Meeting.
- B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



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[Supporting Documents - Pdf](#)

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14 - 19

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- 82 - 109** B. Resolution No. 2020-058, approving Ordinance 1356 - an Ordinance entitled 2019 Winter Traffic Control Orders. **(Second Reading)**
[2020-058 - Pdf](#)
- 110 - 149** C. Resolution No. 2020-059, approving MDOT Contract # 19-5640 for reconstruction of W. Cross from Courtland to Wallace.
[2020-059 - Pdf](#)
- 150 - 205** D. Resolution No. 2020-060, authorizing the acceptance of the proposal from Harvey Electronics Inc for parking meter kiosks.
[2020-060 - Pdf](#)

XIV. BOARD AND COMMISSIONS - COMMUNICATIONS

- 206 - 207** A. Board of Ethics - Recommendation for amendment to Article II of the City Code
[Res. No. 2020-001 Article II Amendment](#)
[Proposed addition to Article II To Council](#)

XV. LIAISON REPORTS

1. SEMCOG Update
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3. Urban County
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XXI. REMARKS FROM THE MAYOR

XXII. ADJOURNMENT

208

- A. Resolution No. 2020-061, adjourning the City Council Meeting.
[2020-061 - Pdf](#)
- B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Andrew Hellenga
DATE: March 3, 2020
Request approval of a Redevelopment Class C license with
Dance/Entertainment permit for Shelter Bay Realty LLC, located at 101
SUBJECT: W. Michigan Ave.

DESCRIPTION:

Request approval of a Redevelopment Class C license with Dance/Entertainment permit for Shelter Bay Realty LLC, located at 101 W. Michigan Ave.

SUMMARY:

Richard Muszynski, owner of Shelter Bay Realty, LLC has applied to the Ypsilanti Downtown Development Authority, City of Ypsilanti and State of Michigan Liquor Control Commission (MLCC) for approval of a Redevelopment Class C license with Dance/Entertainment permit for Shelter Bay Realty, LLC, located at 101 W. Michigan Ave.

If approved by the City and MLCC the Class C license will allow Shelter Bay Realty, LLC, to serve beer, wine, mixed spirit drink, and spirits to customers for consumption on site. The MLCC cannot consider the approval of the reclassification without the approval of City Council.

All required Departments have provided approval for the license, aside from the Building Department. The building still requires a certificate of occupancy.

RECOMMENDED ACTION:

Approval Contingent upon Building Department Approval and Issuance of Certificate of Occupancy and approval by the Washtenaw County Health Department

ATTACHMENTS: Resolution
Application

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-050
March 3, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Richard Muszynski, owner of Shelter Bay Realty, LLC, has applied to the Ypsilanti Downtown Development Authority, City of Ypsilanti and Michigan Liquor Control Commission requesting the following:

Approval of a Redevelopment Class C license, MCL 436.1521(a)(1)(b), with a Dance/Entertainment permit, a Class C license, as defined by MCL 436.1107(2), is a place licensed to sell, at retail, beer, wine, mixed spirit drink, and spirits for consumption on the premises at 101 W. Michigan, Ypsilanti, MI 48197, Washtenaw County; and

WHEREAS, a public hearing to consider the application to Class C for Shelter Bay Realty, LLC was duly noticed and held on March 3, 2020

NOW, THEREFORE, BE IT RESOLVED THAT the request of Richard Muszynski, owner of the property located at 101 W. Michigan be approved contingent upon Building Department approval and Issuance of Certificate of Occupancy as well as Washtenaw County Health Department approval.

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 3 day of March 2020

#Resolution No. 2020-050



Resolution No. 2020-051
March 3, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing to consider a redevelopment liquor license for Shelter Bay Realty, LLC 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
3 day of March 2020

#Resolution No. 2020-051



City of Ypsilanti
Office of the City Clerk

APPLICATION FOR NEW
OR
TRANSFER LIQUOR LICENSE

Full Name: Richard Muszynski Date of Birth: 10-23-73
Home address: [REDACTED] Apt.#
City/State/Zip code: Ann Arbor MI 48105
Home phone: [REDACTED] Business Phone: ()
Email address (optional): [REDACTED]

NAMES OF ALL PARTNERS OF THE APPLICANT, IF ANY:

Richard Muszynski _____

IF THE APPLICANT IS A CORPORATION: Supply a copy of the Articles of Incorporation, current corporation records disclosing the identity, address of all Directors, Officers, and Shareholders.

Address of place for a Liquor License: 101 W. Michigan Ave
(Attach legal description of the premises) Ypsilanti, MI. 48197

Name and Address of Premise Owner: 101 W. Michigan Ave
Ypsilanti, MI. 48197
Address City/State/Zip code

TYPE OF LICENSE APPLIED FOR (Class C, Tavern, B-Hotel, etc.):

Class C

SPECIAL PERMITS APPLIED FOR (Dance, Entertainment, etc.):

☒ **SUPPLY WRITTEN EVIDENCE:** That the Applicant has the right to possess the premises from the property owner.

SUPPLY ZONING PERMIT OR CLEARANCE FROM THE ZONING ADMINISTRATOR: That the location is in compliance with the Zoning Ordinance.

SUPPLY CERTIFICATE OF OCCUPANCY OR SIMILAR CLEARANCE FROM THE BUILDING OFFICIAL: That the structure and premises is in compliance with local code provisions.

SUPPLY WRITTEN EVIDENCE FROM THE CITY TREASURER: That all real and personal property taxes and City utility bills associated with the premises are paid and that all real and personal property taxes and City utility bills in the name of the applicant are paid.

SUPPLY A WRITTEN STATEMENT: That the applicant will not violate any laws of the State of Michigan or the ordinances of the City of Ypsilanti in conducting the business where the liquor license will be used and that a violation on the premises may be caused for the City objecting to renewal of the license or requesting revocation of the license.

SUPPLY A WRITTEN STATEMENT: That the applicant understands that the City of Ypsilanti has an ordinance prohibiting public nudity, and a violation of the ordinance on the premises where the liquor license is used will be caused for objecting to renewal of the license, or for requesting revocation of the license.

SUPPLY DOCUMENTATION (REDEVELOPMENT APPLICANTS ONLY): That the applicant has invested at least \$75,000 for the rehabilitation or restoration of the building over a period of the preceding five years, or documentation that the applicant has or will commit a capital investment of at least \$75,000 that will be expended for rehabilitation or restoration of the building before the license is issued.

My signature acknowledges the following:

- I have read the above application and am submitting this completed application for consideration of a new or transfer liquor license in the City of Ypsilanti.
- I have (either in hardcopy or on line) received a copy of ordinance number 926, (as amended and codified in section 6-31 et sec) and have read and understand the City's ability to request revocation of the license upon violation of the ordinance terms, and/or breach of any agreement with the City.
- Council Approval **DOES NOT** take the place of or avoid any permitting process of the City, including, but not limited to Building, Zoning, Fire, ADA, etc. Significant issues with regards to non-conforming uses may arise after applicant properly submits detailed plans for such construction and/or use permits.
- Redevelopment Applicants:
 - I affirm that I have attempted to purchase an available on-premise escrowed license or quota license within the city, and that one was not readily available as defined in the Liquor Control Code (MCL 436.1521a).
 - I affirm that the premises described above will be a dining, entertainment, or recreation business open at least 5 days per week and open to the general public at least 10 hours a day.
 - I affirm that I have invested \$75,000 in the real property within the last 5 years, or I will invest \$75,000 prior to issuance of the license. This provision may be enforced

by the City as a breach of contract. In the event I fail to make the required investment and the City is required to enforce this provision, I agree to pay the City's actual attorney fees arising from the breach of contract.

- o I affirm that at least \$75,000 was invested or will be invested in the property by _____, and that the liquor license may issue on or after that date.

Signature of Applicant: _____

Signature of Applicant: _____

Signature of Applicant: _____

IF THIS IS A LIQUOR LICENSE TRANSFER REQUEST, THE SIGNATURE OF THE CURRENT LICENSE HOLDER IS REQUIRED.

Signature of Current License Holder: _____

Date

.....
For the City Clerk's Office Staff only:

Date application submitted: _____

Staff's Initials: _____

Routed for approval by the following departments: _____

Date: _____

For Department Approval:

_____ Building _____ Zoning _____ Fire Dept. _____ Police Dept.

_____ Assessor _____ Treasurer _____ City Attorney _____ DDA/DTDDA

Departments: Please conduct the appropriate review to ensure that the applicant does not have any outstanding issues within your department area. When you have completed your review, please report your findings to the City Clerk's Office, and initial on the line provided for your department.

Affidavit of Richard Muszynski Shelter Bay Realty LLC

Richard Muszynski Has been duly sworn and states as follows:

1. I am member of Shelter bay Realty LLC a applicant for a new Class C Redevelopment Liquor license pursuant to MCL 436.1521a(1)(b) for an establishment to be located in the City of Ypsilanti's Downtown Development Authority District.
2. That the applicant limited liability company shall not violate any laws of the state of Michigan or ordinance of the City of Ypsilanti in it conduct of the business on the license premises.
3. That your deponent understands that the city of Ypsilanti has in ordinance prohibiting public nudity and that violation of this ordinance on the premises will be just cause for the city objecting to the renewal of the license and or for the city requesting a immediate revocation of the license.
4. I affirm that I have attempted to purchase a available on premise escrowed license or quota license within the city but one has not been readily available as defined in the liquor control code (MCL436.1521 a.)
5. I have read and understand the city's ordinance number 926 and understand the city's ability to request revocation of the license upon violation of the ordinance terms, and/or breach of any agreement with the city.
6. I affirm that the premises to be licensed will be a dinning and entertainment business open at least 5 days per week and open to the public at least 10 hours a day.
7. I affirm that the applicant has invested more than \$75,000.00(receipts attached) to the licensed property.
8. I affirm that the business will have public seating in excess of 25 people.

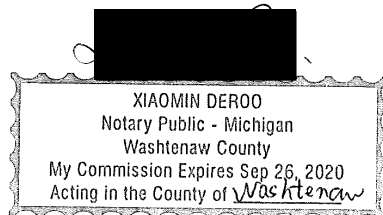
Date; February

Richard Muszynski

State of Michigan

County of Washtenaw

Subscribed and sworn to before me by Richard Muszynski on Feb 3rd 2020.





ShelterBay Realty LLC

Shelter Bay Realty LLC
101 W. Michigan Ave.

313.518.8888

www.ricardchocolat.com

Andrew Hellenga, City Clerk
1 S.Huron St.
Ypsilanti, MI. 48197

Dear Andrew,

We Shelter Bay Realty LLC, are writing in regard to DDA Liquor licensing affairs. Richard Muszynski is requesting approval from the city of Ypsilanti for a new Class C license issued under MCL 436.1521a(1)(b).

Shelter Bay Realty LLC is owned by Richard Muszynski and will be located at 101 W. Michigan Ave. Ypsilanti Mi. 48197 in the historic downtown commercial district. The business will be located on the first floor and includes approximately 1,200sqft and will include minimal outdoor seating.

In order for Shelter Bay Realty LLC to qualify for a new class C license issued under MCL 436.1521a(1)(b), the licensed business must be engaged in dinning, entertainment, be open to the general public, have a seating capacity for at least 25 persons, have a capital investment of not less than \$75,000.00 in restoration and rehabilitation of the building, and be open at least 5 days a week for at least 10 hours a day to the general public.

Shelter Bay Realty LLC will be a full-service restaurant which will serve Pizza/salads etc. proposed hours of operation will be 7 days a week from 11-10pm. Shelter Bay Realty LLC. Has already spent \$300,000.00 in renovations and has receipts to submit and validate of the said to property that shall hold the license.

Within 120 days of the opening of the restaurant all employees who serve and sell alcohol will complete the TIPS or TAM training program.

Enclosed are the following documents:

Check payable to the city of Ypsilanti for \$500*City of Ypsilanti Application for a new Liquor license*Articles of Organization*Proposed floor Plan*Proposed menu

Sincerely,

Richard Muszynski, Shelter Bay Realty, LLC

Company Description

Ricard Chocolat LLC and Bountiful Feast are limited liability companies, in business since 1999. We specialize in production and distribution of food to clients to round out their special gatherings. Our main business has been based on high end catering for corporate events, weddings, family gatherings, or intimate dinners. Our concept is to offer competitively priced luxury custom food-services, specialty chocolates with wine pairings, and original cocktail menus. In addition, Ricard has a solid e-commerce and mail order department, offering high quality line of chocolate products. These products are competitive with other high-end chocolate brands such as Godiva and Vosges Chocolate.

Ricard Chocolat's founder and principal investor is Richard Muszynski. Chef Richard has a Bachelor of Arts degree from Mercyhurst University, where he studied hotel, restaurant and institutional management. He has extensive culinary experience, having worked in a variety of 2 and 3 star restaurants and luxury hotels throughout his career. In addition, Richard received a prestigious Master Degree from the French Culinary Institute. While at FCI, in addition to refining his culinary skills, Richard also studied hospitality law, accounting, marketing, nutrition and food manufacturing. In addition to being a founder of Ricard Chocolat and Bountiful Feast, Chef Richard also spent several years as a founder and owner of a chocolate cafe, Kokoa Bar, in Honolulu Hawai'i.

Throughout the years, Ricard Chocolat and Bountiful Feast won numerous awards. The company has been named *The Best Artisanal Chef/Chocolatier in America* in 2003 by the Travel Channel and received a five star rating from the Food Network thus placing Ricard Chocolat and Bountiful Feast as one of the Top 5 small artisan dining companies worldwide.

With all of the awards, laurels and accolades by food critics and chocolate connoisseurs, Richard has never stepped down from his dedication to his craft. To this day, he is known to travel thousands of miles to cater an event. His client base includes a wide spectrum of businesses and individuals, ranging from billionaires, prestigious luxury hotels, and small boutique establishments alike. The Ritz-Carlton, Four Seasons, Marriott, and Versace are just a few examples from the long list of Ricard Chocolat's and Bountiful Feast patrons.

Mission

Our first restaurant will originate in Ypsilanti and will cater to a "foodie" client, attracted to the artsy yet relaxed "lounge/wine bar with great food" concept.

The restaurant will be marketed as a dining establishment that offers a combination of items that Chef Richard is known for, delicious food with carefully paired beverages, accented by a thoughtful desert, served in a sophisticated style in a comfortable and relaxed atmosphere. For that reason, we will not plan to market it solely as a "pizza" establishment, because we want to reach out to a broader customer base, not to those just seeking a new good slice. We want our customers to come looking for a great atmosphere, perhaps enjoy listening to a local musicians, while also enjoying great food.

The menu will consist of "Ala Plancha" style items such as flat bread dishes, cedar plank roasted local salmon salsa verde, just to name few examples.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: John Barr
DATE: March 3, 2020
SUBJECT: Amendments to Discrimination Ordinance to add Felony as protected class

DESCRIPTION:

Amendments to Discrimination Ordinance to add Felony as protected class

SUMMARY:

Council Member Somerville, on behalf of herself and Council Member Brown requested an ordinance amendment to add conviction of a criminal felony as a protected class to the City anti-discrimination ordinance.

A draft ordinance is attached for consideration.

ATTACHMENTS: Proposed Ordinance

RECOMMENDED ACTION: No recommendation

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-052
March 3, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

An ordinance to amend Article III Discrimination of Chapter 58 Human Relations, being Section 58 – 61 Intent, to add felony criminal conviction to the anti-discrimination ordinance as a city protected class 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
3 day of March 2020

#Resolution No. 2020-052



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1357**

An ordinance to amend Article III Discrimination of Chapter 58 Human Relations, being Section 58 – 61 Intent, to add felony criminal conviction to the anti-discrimination ordinance as a city protected class.

1. **THE CITY OF YPSILANTI HEREBY ORDAINS** That Article III Discrimination, Division 1 Generally, of Chapter 58 Human Relations, being Section 58-61 Intent of the Ypsilanti City Code is hereby amended to read as follows:

**ARTICLE III. - DISCRIMINATION
DIVISION 1. - GENERALLY**

Sec. 58-61. - Intent.

- (a) It is the intent of the city that no person be denied the equal protection of the laws; nor shall any person be denied the enjoyment of their civil or political rights or be discriminated against because of actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, gender expression age, marital status, disability status, familial status, educational association, source of income, height or weight, or criminal felony conviction (unless there is a direct relationship between the conviction offense and the housing, the job, the opportunity or unless hiring or accepting the person would create an unreasonable risk to property or safety).
- (b) Nothing herein contained shall be construed to prohibit any affirmative action laws passed by any level of government. Further, nothing in this article shall be construed to establish affirmative action for any of the classes defined herein.

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 _____, 2020.

Andrew Hellenga, City Clerk

Attest

I do hereby confirm that the above Ordinance No. _____ was published according to Section 11.13 of the City Charter on the _____ day of _____, 2020.

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 _____, 2020.

Andrew Hellenga, City Clerk

Notice Published: _____

First Reading: _____

Second Reading: _____

Published: _____

Effective Date: _____



Resolution No. 2020-053
March 3, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing for an ordinance to amend Article III Discrimination of Chapter 58 Human Relations, being Section 58 – 61 Intent, to add felony criminal conviction to the anti-discrimination ordinance as a city protected class 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
3 day of March 2020

#Resolution No. 2020-053



Resolution No. 2020-054
March 3, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. **Resolution No. 2020-055, approving the minutes of February 18, 2020.**
2. **Resolution No. 2020-056, approving appointments to Boards and Commissions.**

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
3 day of March 2020

#Resolution No. 2020-054



Resolution No. 2020-055
March 3, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of February 18, 2020 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
3 day of March 2020

#Resolution No. 2020-055



MINUTES REGULAR COUNCIL Meeting

7:00 PM - Tuesday, February 18, 2020
Council Chambers

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, February 18, 2020, at 7:00 PM, in the Council Chambers, with the following members present:

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

ABSENT: Mayor Beth Bashert and Council Member Jennifer Symanns

I. CALL TO ORDER

The meeting was called to order at 7:02 p.m.

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

The agenda was approved as submitted.

VI. INTRODUCTIONS

Mayor Pro-Tem Richardson introduced the following individuals: City Manager Frances McMullan, City Clerk Andrew Hellenga, Project Manager Bonnie Wessler, Community Development Director/ DDA Director Christopher Jacobs, Deputy City Clerk Sarah Stachnik

VII. PRESENTATIONS

VIII. PUBLIC COMMENT (3 MINUTES)

Three people spoke.

IX. ORDINANCES FIRST READING

- a) *Ordinance 1356* - approving Traffic Control Orders and adopting an Ordinance entitled 2019 Winter Traffic Control Orders.
1. Resolution No. 2020-036, determination.

2. Public Hearing
3. Resolution No. 2020-037, Close the Public Hearing

Council Member Anthony Morgan moved, seconded by Council Member Nicole Brown, to approve Resolution No. 2020-037.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing for an ordinance entitled 2019 Winter Traffic Control Orders be officially closed.

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

Council Member Anthony Morgan moved, seconded by Council Member Nicole Brown, to approve Resolution No. 2020-036.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Traffic Review Committee has reviewed several traffic control requests and made appropriate recommendations based on best practices, City ordinance, and City policy; and

WHEREAS, the City Council reviewed and approved policy direction for parking system changes in Downtown, Depot Town, and West Cross; and

WHEREAS, the Traffic Review Committee reviewed and recommended a public request to remove obsolete time-limited signage on Woodward; and

WHEREAS, the City Manager has seen fit to issue temporary Traffic Control Orders 2019-20, 21, 22, 23, 24, 25, 26, 28, and 30 based on said recommendations; and

WHEREAS, the City Manager recommends City Council provide final approval for the Traffic Control Orders listed above.

NOW THEREFORE BE IT RESOLVED, THAT the City Council hereby approves Traffic Control Orders as listed and adopts an ordinance entitled 2019 Winter Traffic Control Orders.

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

X. ORDINANCE SECOND READING

- a) *Ordinance No. 1355* - To amend Chapter 99, Ordinance 1345, to allow utility pole height depending on conditions.
1. Resolution No. 2020-038, determination.
 2. Public Hearing
 3. Resolution No. 2020-039, Close the Public Hearing

Council Member Steven Wilcoxon moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2020-039.

THAT the public hearing for an ordinance entitled: “ORDINANCE TO AMEND CHAPTER 99 TO ALLOW UTILITY POLE HEIGHT DEPENDING ON CONDITIONS ” be officially closed.

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

Council Member Steven Wilcoxon moved, seconded by Council Member Annie Somerville, to approve Resolution No. 2020-038.

**IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:
An ordinance entitled: “ORDINANCE TO AMEND CHAPTER 99 TO ALLOW UTILITY POLE HEIGHT DEPENDING ON CONDITIONS ” be adopted on
Second and Final Reading.**

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

XI. PUBLIC HEARING

- a) Public Hearing for input regarding adoption of the Parks and Recreation Five Year Plan
1. Resolution No. 2020-040, close the public hearing.

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:
That the public hearing to consider approval of the Parks and Recreation five year plan be officially closed.**

Council Member Annie Somerville moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2020-040.

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

XII. CONSENT AGENDA

- a) Resolution No. 2020-041, approving the Consent Agenda.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2020-042, approving the minutes of February 4, 2020.
2. Resolution No. 2020-043, approving appointments to Boards and Commissions.
3. Resolution No. 2020-044, approving the use of Receiving Boards during the 2020 Election Season.

Council Member Steven Wilcoxon moved, seconded by Council Member Annie Somerville, to approve Resolution No. 2020-041.

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

- b) Resolution No. 2020-042, approving the minutes of February 4, 2020.

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:
THAT the minutes of February 4, 2020 be approved.**

- c) Resolution No. 2020-043, approving appointments to boards and commissions.

**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>
Gail Wolkoff Reappointment 1728 Whitter Rd Ypsilanti, MI 48197	Police Advisory Commission	2/1/2023
Heather Berkovitz Reappointment 422 S. Huron Ypsilanti, MI 48197	Police Advisory Commission	2/1/2023
Michael Bodary Reappointment 1206 Westmoorland St. Ypsilanti, MI 48197	YCUA	2/16/2024
Roberta Wojcik-Andrews 12/31/2021	Board of Review	

Reappointment

7 N. Normal
Ypsilanti, MI 48197

- d) Resolution No. 2020-044, approving the use of Receiving Boards during the 2020 Election Season.

A RESOLUTION OF THE CITY OF YPSILANTI:

WHEREAS, Receiving Boards of Election Inspectors help increase efficiency and accuracy while processing election results and materials as they are returned to the City Clerk's office on election night; and

WHEREAS, City Council has the authority to provide for the use of Receiving Boards of Election Inspectors and the City Election Commission has the authority to appoint members to such Boards prior to each election.

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council provides that one or more Receiving Boards of Election Inspectors be appointed for the March 10, August 4, and November 3, 2020 elections.

XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Resolution No. 2020-045, approving the Parks and Recreation Master Plan.

Project Manager Bonnie Wessler presented the Parks and Recreation Master Plan.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti has prepared a Five Year Parks and Recreation Plan which describes the community's physical and demographic characteristics, existing recreation facilities, and desired actions to be taken to improve and maintain recreation facilities during the period between 2020 and 2025;

WHEREAS, The draft plan was made available to the community between January 10th and February 11th; and

WHEREAS, A duly-noticed public hearing was held by the Parks and Recreation Commission of the City of Ypsilanti on February 11, 2020, at the Ypsilanti Senior Center; and

WHEREAS, After their public hearing, the Parks and Recreation Commission voted unanimously to recommend that the City Council adopt said Recreation Plan; and

WHEREAS, The City of Ypsilanti has developed the plan for the benefit of the entire community and intends that the plan be adopted as a document to assist in meeting the recreation needs of the community;

NOW THEREFORE BE IT RESOLVED, That the Council of the City of Ypsilanti adopt the City of Ypsilanti 2020-2025 Parks and Recreation Master Plan as a guideline for improving recreation for the residents of the City of Ypsilanti.

Council Member Annie Somerville moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2020-045.

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

- b)** Resolution No. 2020-046, accepting grants and enter into a Memorandum of Understanding with the Michigan Recreation and Park Association.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City has an ongoing commitment to maintaining and expanding recreation and mobility options for its residents and visitors; and

WHEREAS, the City has been awarded two grants from the Michigan Recreation and Park Association for bike repair stands and sidewalk repairs; and

NOW THEREFORE BE IT RESOLVED that the Ypsilanti City Council accept these grants and enter into a Memorandum of Understanding with the Michigan Recreation and Park Association regarding their execution.

Council Member Annie Somerville moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2020-046.

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

- c)** Resolution No. 2020-047, approving a contract between the City and Passport Inc for parking software.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, City Council adopted the Ypsilanti Central Business District Parking Study and Strategy; and

WHEREAS, said document identifies a number of opportunities for improvement with Central Business District parking; and

WHEREAS, the proposed agreement would provide visitors with the ability to pay-by-app and potentially apply for and/or renew parking permits online;

NOW THEREFORE BE IT RESOLVED that the Ypsilanti City Council approve the Passport proposal and statement of work, subject to final legal approval as to form.

Council Member Nicole Brown moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2020-047.

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

- d)** Resolution No. 2020-048, approving the Administrative Services Contract between the City and the Downtown Development Authority.

Community Development Manager/ DDA Director Christopher Jacobs presented the Downtown Development Authority Contract Renewal.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, The Community and Economic Development Department seeks to provide Executive Director and administrative services to the Ypsilanti DDA; and

Whereas, the Ypsilanti DDA seeks to enter into an Administrative Services Contract for the services of the Community and Economic Development Department; and

Whereas, The City of Ypsilanti approves of the use of City staff for a 24 month contract for services to the Ypsilanti DDA with compensation.

Now therefore be it resolved that the Ypsilanti City Council directs the Mayor and City Clerk to enter into an Administrative Services Contract for 24 months for the Community and Economic Development Department to be employed by the Ypsilanti DDA as the Executive Director and administrative services.

Council Member Nicole Brown moved, seconded by Council Member Annie Somerville, to approve Resolution No. 2020-048.

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

XIV. LIAISON REPORTS

1. SEMCOG Update
2. Washtenaw Area Transportation Study
3. Urban County
4. Ypsilanti Downtown Development Authority
5. Friends of Rutherford Pool - bids are out for the roof project
6. Housing Equity Leadership Team
7. Youth Community Connection - will share notes from planning meeting to Council

XV. COUNCIL PROPOSED BUSINESS

Morgan

Will meet with RNL about the truck issue

Brown

There have been complaints about abandoned vehicles in Heritage park.

Somerville

Interested in amendments to the weed ordinance. Lawn enforcement goes against carbon neutral goal.

Wilcoxon

Upcoming sustainability commission resolution about native plants.
Penn Dam committee is beginning to do public engagement.

Richardson

Local organization has a Juneteenth event every year. Encourage young people to go to training for scholarships at the March 14th event.
Basement on First and Harriet is an issue. The ordinance may have to be revised to address safety.

XVI. COMMUNICATIONS FROM THE MAYOR

XVII. COMMUNICATIONS FROM THE CITY MANAGER

Will have Attorney look into basement issue.

XVIII. COMMUNICATIONS

a) NOMINATION

Planning Commission - Exp. 5/1/2023

Eric Bettis - **New Member**

303 N. Wallace Blvd.

Ypsilanti, MI 48197

b) 2019 Historic District Commission Annual Report.

c) 2019 Fire and Police Retirement System Annual Report.

- d) Ypsilanti will not hold an Election on May 5th. The May 12th Council Meeting should be canceled.

Council Member Nicole Brown moved, seconded by Council Member Annie Somerville, to remove the May 12th Council Meeting.

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

XIX. PUBLIC COMMENT (3 MINUTES)

One person spoke.

XX. REMARKS FROM THE MAYOR

XXI. ADJOURNMENT

- a) Resolution No. 2020-049, adjourning the City Council Meeting.

The meeting was adjourned at 8:18 p.m.

Council Member Steven Wilcoxon moved, seconded by Council Member Nicole Brown, to approve Resolution No. 2020-049.

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

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



Resolution No. 2020-056
March 3, 2020

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>
Eric Bettis New Members 303 N. Wallace Blvd. Ypsilanti, MI48197	Planning Commission	5/1/2023

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
3 day of March 2020

#Resolution No. 2020-056



Resolution No. 2020-057
March 3, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the number of people in Michigan’s jails nearly tripled from an average daily population of 5,700 in 1975 to an average of 16,600 in 2016; and

WHEREAS, in the last decade, index crime rates have fallen to the lowest levels experienced in Michigan in more than 50 years, yet jail populations remain high with over 60 percent of jail admissions being for misdemeanor charges; and

WHEREAS, traffic offenses accounted for half of all criminal court cases in 2018, driving without a license was the third most common reason people went to jail in Michigan, and other common reasons include theft, drug possession, probation violations, domestic violence, drunk driving and drug sales; and

WHEREAS, research has shown that people who are incarcerated prior to trial are more likely to plead guilty, be convicted of a felony, receive longer sentences, and get less attractive plea bargain offers; and

WHEREAS, recently courts across the country have upheld challenges to common pretrial practices, finding that those detained in jails were not getting meaningful due process hearings and that poor people were being denied equal protection of the laws when access to money was the deciding factor between those released and those detained and a similar lawsuit is pending in Michigan; and

WHEREAS, Michigan’s jail growth has been driven by incarceration of pretrial defendants and those serving a sentence post-conviction; and

WHEREAS, estimates indicate that roughly a quarter of the people entering jails have serious mental illnesses, and that both the jail population growth and the prevalence of mental illness in jails are more pronounced where treatment and other resources are less available; and

WHEREAS, Michigan taxpayers spend nearly half a billion dollars annually on jails and alternatives to jail, and services for crime victims are relatively underfunded and in high demand across the state; and

#Resolution No. 2020-057

WHEREAS, to address the looming concerns and statistics, state and local leaders created the Michigan Joint Task Force on Jail and Pretrial Incarceration in February 2019, directing the body to analyze jail populations across the state and develop legislative recommendations to policy makers for consideration in 2020; and

WHEREAS, the following recommendations have been made by The Michigan Joint Task Force on Jail and Pretrial Incarceration:

- **Stop suspending and revoking licenses for actions unrelated to safe driving and reclassify most traffic offenses and other minor misdemeanors as civil infractions;**
- **Expand officer discretion to use appearance tickets as an alternative to arrest and jail;**
- **Provide crisis response training for law enforcement and incentivize programs and partnership between law enforcement and treatment providers to divert people with behavioral health needs from the justice system pre- and post-arrest;**
- **Release people jailed on certain charges pre-arraignment and guarantee appearance before a judicial officer within 24-48 hours for anyone still detained;**
- **Strengthen the presumption of release on personal recognizance and set higher thresholds for imposing non-financial and financial conditions, and provide a detention hearing for all defendants still detained 48 hours after arraignment;**
- **Require defendants to be tried within 18 months of arrest and preserve speedy trial rights;**
- **Presumptively impose sentences other than jail for non-serious misdemeanors and some felonies;**
- **Shorten maximum probation terms for some felonies, establish new caps on jail time for technical violations and streamline the process for those who comply to earn early discharge;**
- **Reduce fine amounts for civil infractions, require criminal courts to determine ability to pay fines and fees at sentencing and modify unaffordable obligation, repeal the law authorizing sheriffs to bill people for their own incarceration;**
- **Invest significant resources in victim services and strengthen protection order practices;**

#Resolution No. 2020-057

- And standardize criminal justice data collection and reporting across the state

NOW THEREFORE BE IT RESOLVED that the Ypsilanti City Council supports the recommendations of the Michigan Joint Task Force on Jail and Pretrial Incarceration and urge the state legislature to allocate the appropriate funding to begin the work necessary to initiate substantive criminal/social justice reform here in Michigan and in Washtenaw County.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to Governor Gretchen Whitmer, Lieutenant Governor Garlin Gilchrist II, Chief Justice Bridget McCormack, Attorney General Dana Nessel, Washtenaw County Sherriff Jerry L. Clayton, Washtenaw County Prosecutor Brian Mackie, and Washtenaw County Trial Court Chief Judge Carol Kuhnke.

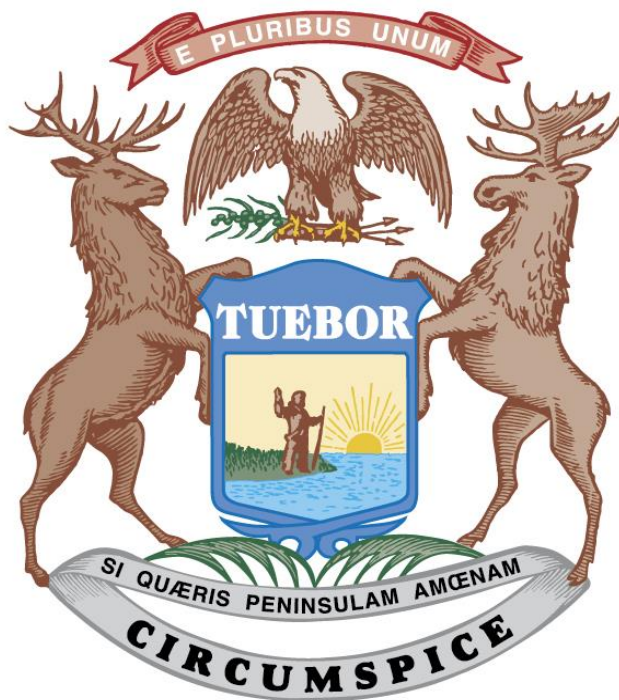
OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 3 day of March 2020

#Resolution No. 2020-057



Michigan Joint Task Force on Jail and Pretrial Incarceration

Report and Recommendations

January 10, 2020

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Members of the Michigan Joint Task Force on Jail and Pretrial Incarceration

Lieutenant Governor Garlin Gilchrist II (Task Force Co-chair), Office of Governor Gretchen Whitmer

Chief Justice Bridget McCormack (Task Force Co-chair), Michigan Supreme Court

Lieutenant Jim Miller (Arrest and Arrest Alternatives Subgroup Chair), Allegan County Sheriff's Office

Honorable Thomas Boyd (Pretrial Release and Detention Subgroup Chair), 55th District Court

Senator Sylvia Santana (Sentencing, Probation, and Parole Subgroup Chair), Michigan Senate

Dr. Amanda Alexander, Detroit Justice Center

Sheriff Jerry Clayton, Washtenaw County Sheriff's Office

Craig DeRoche, Prison Fellowship

Honorable Prentis Edwards, 3rd Circuit Court

William Gutzwiller, Michigan Association of Chiefs of Police

Dale (DJ) Hilson, Muskegon County Prosecutor

Monica Jahner, Advocacy, Reentry, Resources, and Outreach (ARRO)

Dean Sheryl Kubiak, Wayne State University School of Social Work

Representative Mike Mueller, Michigan House of Representatives

Attorney General Dana Nessel, Michigan Department of Attorney General

Takura Nyamfukudza, Chartier & Nyamfukudza PLC

Commissioner Bill Peterson, Alpena County Commission

Senator Jim Runestad, Michigan Senate

Commissioner Jim Talen, Kent County Commission

Rob VerHeulen, former member of the Michigan House of Representatives

Representative Tenisha Yancey, Michigan House of Representatives

Executive Summary of Findings

In a relatively short period of time, county jail populations nearly tripled in Michigan. Elevating jails as a shared bipartisan priority, state and local leaders created the Michigan Joint Task Force on Jail and Pretrial Incarceration, directing the body to analyze jail populations across the state and develop legislative recommendations for consideration in 2020.

Jails as a tool for public safety. County jails are high traffic institutions, impacting hundreds of thousands more Michiganders each year than state prisons. Incarceration in a jail can prevent an immediately dangerous situation from escalating, enable a court to evaluate conditions of release or responses to probation violations, and allow a person who has been victimized to plan for their safety. At the same time, research shows that even short periods of jail incarceration can increase future criminal behavior, suggesting that, while jail may be appropriate for those who pose a significant threat to an individual or the public, policymakers should expand and incentivize jail alternatives for those who do not.

Constitutional protections. The use of jail as a tool is limited by the Constitution's guarantees of liberty, due process, and equal protection. As former Chief Justice Rehnquist wrote in *United States v. Salerno* (1987), "In our society liberty is the norm, and detention prior to trial or without trial is the carefully limited exception." In just the last five years, courts across the country have upheld challenges to common pretrial practices, finding that those detained in jails were not getting meaningful due process hearings and that poor people were being denied equal protection of the laws when access to money was the deciding factor between those released and those detained. A similar lawsuit is currently pending in Michigan.

Increased jail use over time. Michigan's jail growth was driven equally by incarceration of pretrial defendants and those serving a sentence post-conviction. Local estimates suggest that roughly a quarter of people entering jails have serious mental illnesses. Both the jail population growth and the prevalence of mental illness in jails were more pronounced in rural Michigan counties where treatment and other resources are less available. While taxpayers spend nearly half a billion dollars annually on jails, alternatives to jail and services for crime victims are relatively underfunded and in high demand across the state.

Little guidance on the use of jail alternatives. Law enforcement, pretrial, and sentencing practices vary widely, and in many key policy areas, ranging from arrest and bail to sentencing and probation violations. Michigan law provides little to no guidance on when alternatives to jail should be the preferred or presumed intervention.

Who is coming to jail? Traffic offenses accounted for half of all criminal court cases in 2018 and driving without a valid license was the third most common reason people went to jail in Michigan. Other common reasons ranged from theft, drug possession, and probation violations to more serious charges like domestic violence, drunk driving, and drug sales.

How long are people staying in jail? Between 2016 and 2018, average jail stays were 45 days for felony offenses and 11 days for misdemeanor offenses. These averages comprised a wide range, however, with nearly half spending a day or less in jail, 65 percent staying less than a week, and 17 percent remaining for longer than a month (a relatively small group, but one that accounted for 82 percent of the jail space used). This broad range was also seen in pretrial detention lengths, with a large portion of people able to post bond and be released within a day, a substantial number being detained for one or two weeks and then sentenced to "time served," and some stays lasting months or years without going to trial.

Policymakers in Michigan aiming to address jail incarceration must therefore address both the large number of people whose lives are disrupted by short jail stays, who consume significant amounts of public safety resources, and the relatively small group of people whose long stays drive up county jail populations.

Overview of Task Force Recommendations

Traffic violations

Stop suspending and revoking licenses for actions unrelated to safe driving. Reclassify most traffic offenses and some other minor misdemeanors as civil rather than criminal infractions.

Arrest

Expand officer discretion to use appearance tickets as an alternative to arrest and jail. Reduce the use of arrest warrants to enforce court appearance and payments, and establish a statewide initiative to resolve new warrants and recall very old ones.

Behavioral health diversion

Provide crisis response training for law enforcement and incentivize programs and partnerships between law enforcement and treatment providers to divert people with behavioral health needs from the justice system pre- and post-arrest.

The first 24 hours after arrest

Release people jailed on certain charges pre-arraignment and guarantee appearance before a judicial officer within 24-48 hours for anyone still detained.

Pretrial release and detention

Strengthen the presumption of release on personal recognizance and set higher thresholds for imposing non-financial and financial conditions. Provide a detention hearing for all defendants still detained 48 hours after arraignment.

Speedy trial

Require defendants to be tried within 18 months of arrest and preserve speedy trial rights unless waived by the defendant.

Alternatives to jail sentences

Presumptively impose sentences other than jail for non-serious misdemeanors and for felonies marked for “intermediate sanctions” under the sentencing guidelines.

Probation and parole

Shorten maximum probation terms for most felonies, establish new caps on jail time for technical violations, and streamline the process for those in compliance to earn early discharge.

Financial barriers to compliance

Reduce fine amounts for civil infractions. Require criminal courts to determine ability to pay fines and fees at sentencing and to modify unaffordable obligations. Repeal the law authorizing sheriffs to bill people for their own incarceration.

Victim services

Invest significant resources in victim services and strengthen protection order practices.

Data collection

Standardize criminal justice data collection and reporting across the state.

Michigan Joint Task Force on Jail and Pretrial Incarceration

Anyone can identify a problem. But it takes real leaders to present solutions.

— Speaker of the House Lee Chatfield

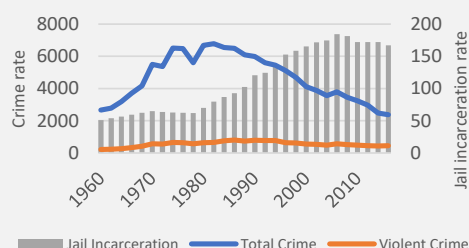
First Meeting of the Michigan Joint Task Force on Jail and Pretrial Incarceration, July 24, 2019

State and county leaders in Michigan launched an inter-branch, bipartisan project aimed at increasing justice system efficiency and effectiveness. Created in the spring of 2019, the Michigan Joint Task Force on Jail and Pretrial Incarceration was charged with examining how state laws, policies, and budgetary decisions affect who goes to jail and how long they stay, and with crafting policy recommendations for the legislature's consideration in 2020.

In less than 40 years, the number of people held in Michigan's county jails nearly tripled.¹ This growth was not driven by increasing crime. Crime rates have dropped to 50-year lows, and the reasons for Michigan's surge in local incarceration have not been entirely clear.² In fact, the tripling of Michigan's jail population went largely unnoticed by state lawmakers because no dataset existed to answer the questions: Who is in Michigan's county jails? For how long? And why?

The last time crime was this low, far fewer Michiganders were in jail.

Michigan crime and jail incarceration rates, 1960-2016.



Source: U.S. Department of Justice, Bureau of Justice Statistics, Census of Jails and Annual Survey of Jails; U.S. Census Bureau, Population Division; Federal Bureau of Investigation, Uniform Crime Reporting Program.
Note: Total Crime is the sum of Property Crime and Violent Crime.

In February of 2019, state and county leaders elevated jail incarceration as a bipartisan priority. Governor Gretchen Whitmer, Senate Majority Leader Mike Shirkey, Speaker Lee Chatfield, Chief Justice Bridget McCormack, Executive Director of the Michigan Sheriffs' Association Blaine Koops, and Executive Director of the Michigan Association of Counties Stephan Currie signed a letter outlining the scope of work for what would become the Michigan Joint Task Force on Jail and Pretrial Incarceration (Task Force) and invited technical assistance from The Pew Charitable Trusts and State Court Administrative Office. The body was created by Executive Order 2019-10 and tasked with developing recommendations to:

- Expand jail alternatives for those who can be managed in the community,
- Safely reduce jail admissions, length of stay, and associated costs,
- Support consistent, objective, and evidence-based pretrial decision-making,
- Provide services and support to crime victims,
- Improve the efficiency and effectiveness of the state's and counties' justice and public safety systems, and
- Better align practices with research and constitutional mandates.³

¹ U.S. Department of Justice, Bureau of Justice Statistics, Census of Jails and Annual Survey of Jails. See 'Jail Data' in *Data Sources and Methods*.

² FBI, Uniform Crime Reporting Program. See 'Crime Data' in *Data Sources and Methods*.

³ Michigan Executive Order 2019-10 (2019).

Chaired by Chief Justice Bridget McCormack and Lieutenant Governor Garlin Gilchrist, the Task Force held six public meetings, several rounds of subgroup meetings, and more than a dozen stakeholder roundtables, and received testimony from roughly 150 practitioners and members of the public. Video archives of the Task Force’s public testimony can be found at the links below:

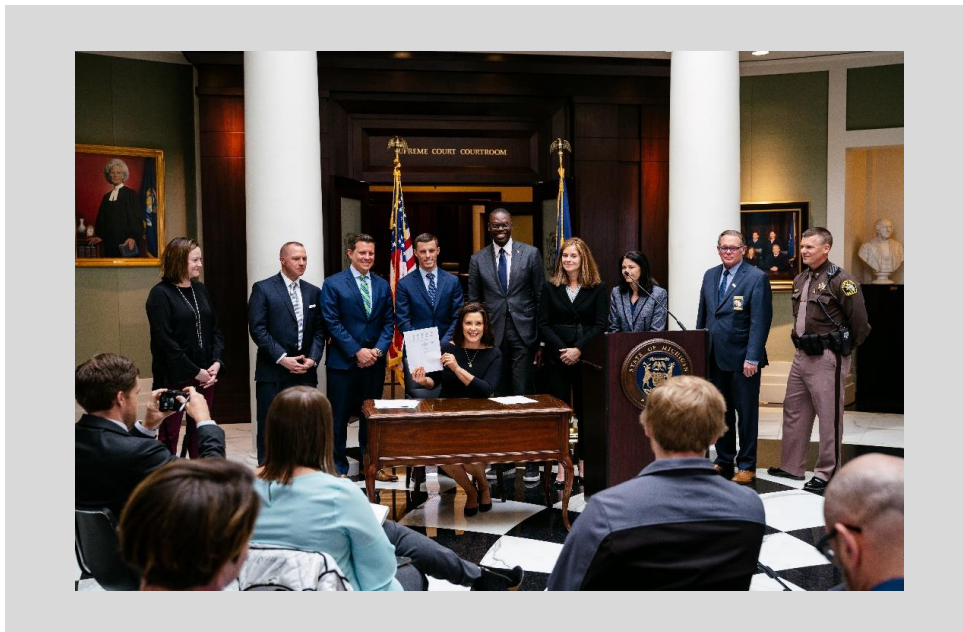
- [August 23, 2019](#)
- [September 20, 2019](#)
- [October 18, 2019](#)
- [November 19, 2019](#)

The Task Force examined 10 years of arrest data gathered from more than 600 law enforcement agencies across the state, 10 years of court data collected from nearly 200 district and circuit courts, and three years of individual-level admission data from a diverse sample of 20 county jails.⁴ Drawing on this data, their collective expertise, relevant research and constitutional jurisprudence, statutory analysis, surveys, hundreds of interviews conducted by Task Force staff, guidance from roundtable participants, and public testimony, the Task Force now issues this report with key findings and 18 recommendations for state lawmakers.

EXPERT ROUNDTABLES

Between July and November 2019, the Task Force hosted roundtable discussions with:

- Judges,
- Prosecutors,
- Defense attorneys,
- Crime victims, survivors, and victim-services professionals,
- Law enforcement patrol officers,
- Jail administrators and corrections officers,
- District court probation officers,
- Felony probation and parole staff,
- Pretrial services and community corrections agencies,
- County commissioners,
- Bail agents and underwriters,
- Rural practitioners,
- Currently incarcerated individuals, and
- Faith leaders.



⁴ Datasets utilized in this report are described in the *Data Sources and Methods* section.

Key Findings

To understand who is going to jail and how long they stay, the Task Force examined nationally collected data on Michigan's jails, 10 years of arrest data gathered from more than 600 law enforcement agencies across the state, 10 years of court data collected from nearly 200 district and circuit courts, and three years of individual-level admission data from a diverse sample of 20 county jails. The Task Force also reviewed the latest research on the impacts of jail incarceration and the growing body of legal jurisprudence about the constitutional limitations on detention prior to trial.

More information on the data utilized in this report is available in the *Data Sources and Methods* section.

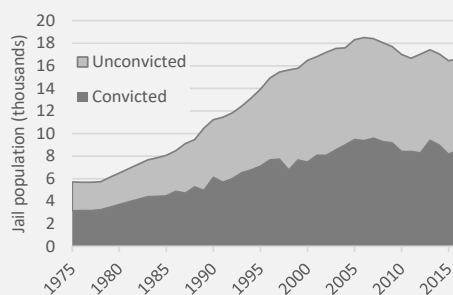
Who is going to jail?

Jails hold a varied population, including a mix of people facing misdemeanor and felony charges, both pretrial and convicted, as well as those detained for authorities other than the county, such as the federal government. The number of people in Michigan's jails nearly tripled from an average daily population of 5,700 in 1975 to an average of 16,600 in 2016. The state's jail growth did not track with crime trends, increasing both when crime was going up and when it was going down. In the last decade, index crime rates have fallen to the lowest levels experienced in Michigan in more than 50 years, yet jail populations remain high. The state's jail growth was driven equally by incarceration of pretrial defendants and those serving a sentence post-conviction. Over the

past few decades Michigan's jail population has maintained a roughly even split between pretrial and convicted detainees.⁵

Michigan's jail growth is equally driven by pretrial and convicted populations.

Convicted and unconvicted jail population, 1975-2016.



Source: Bureau of Justice Statistics, Census of Jails and Annual Survey of Jails. See 'Jail Data' in *Data Sources and Methods*.

JAILS vs. PRISONS

Jails are often called the "front door" of the criminal justice system. They hold people who are awaiting trial or serving a short period of incarceration as a sentence for a minor crime. Prisons, on the other hand, hold people convicted and sentenced for more serious crimes, including those who serve very long periods behind bars.

In 2017, there were nearly 11 million admissions to county jails across the United States—a figure 17 times the number sent to state and federal prisons.

In Michigan, prison data is centralized with the Michigan Department of Corrections. Data on jail admissions and length of stay is kept locally in each county. Before the Task Force was created, there was no single reliable dataset in Michigan that could answer the questions: Who is in jail across the state? For how long? And why?

Source: Bureau of Justice Statistics, *Prisoners in 2017* (2019). Bureau of Justice Statistics, *Jail Inmates in 2017* (2019).

⁵ U.S. Department of Justice, Bureau of Justice Statistics, Census of Jails and Annual Survey of Jails. FBI, Uniform Crime Reporting Program. See 'Jail Data' and 'Crime Data' in *Data Sources and Methods*.

The Task Force analyzed three years of data on admissions and releases from a diverse sample of 20 county jails representing nearly half of the state's jail population. The 10 most common offenses at admission, shown in the figure below, ranged from operating under the influence to delivery of controlled substances. Over 60 percent of jail admissions were for misdemeanor charges.

Jail admissions were comprised of a wide range of offenses.

Top 10 Offenses, Most Serious Charge at Jail Admission

1.	Operating Under the Influence (OUI)
2.	Assault
3.	Driving Without Valid License
4.	Theft
5.	Probation/Parole Violation
6.	Possession or Use of Controlled Substance
7.	Obstruction of Justice
8.	Other Person Offense
9.	Domestic Violence
10.	Delivery or Manufacture of Controlled Substance

Source: Sample of jails, 2016-2018. See 'Jail Data' in *Data Sources and Methods*.

Most individuals who were booked into jail were admitted only once over the three-year period, but those who were admitted multiple times accounted for nearly two-thirds of the admissions in the sample.

Demographics

Black men made up six percent of the resident population of the counties included in the Task Force's sample of jails but accounted for 29 percent of all jail admissions. There were also significant differences in the most common reasons black people and white people went to jail. Driving without a valid license was a more common reason for jail admission among black people compared to white people, and the opposite was true for operating under the influence—it was a more common reason for jail admission among white people than black

people. Differences were also seen by age. Jail admissions were highest for people in their 20s and dropped off significantly for those who were past their mid-30s.⁶

Recently, men outnumbered women nearly six to one in Michigan jails across the state, but over time the female jail population has grown at a much faster rate.⁷

Black men made up 29% of jail admissions and 6% of the resident population.

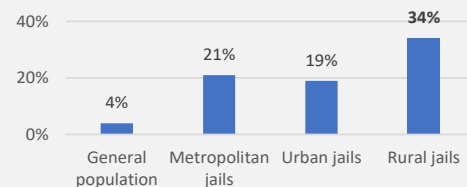
Source: Sample of jails, 2016-2018. See 'Jail Data' in *Data Sources and Methods*.

Mental health

Members of the Task Force and the public were particularly concerned with the number of people admitted to jail with mental health disorders. Figures on the prevalence of mental illness in jails are scarce. One national survey estimated that one in four men and one in three women in county jails met the threshold for serious psychological distress.⁸ Screenings of jail admission samples in several Michigan counties estimated that 23 percent of those entering jails had a serious mental illness, with higher percentages in rural counties, where community-based services are scarce. This population also tended to stay in jail longer than people facing similar charges who did not have a serious mental illness.⁹

People admitted to jail had higher rates of serious mental illness, especially in rural jails.

Prevalence of serious mental illness in Michigan, 2017



Source: Wayne State University's Center for Behavioral Health and Justice; Substance Abuse and Mental Health Services Administration. See 'Mental Health' in *Data Sources and Methods*.

⁶ Sample of jails 2016-2018. See 'Jail Data' in *Data Sources and Methods*.

⁷ Bureau of Justice Statistics, *Census of Jails and Annual Survey of Jails*. Jail population in 2016.

⁸ Bureau of Justice Statistics, *Indicators of Mental Health Problems Reported by Prisoners and Jail Inmates, 2011-2012 (2017)*.

⁹ Wayne State University's Center for Behavioral Health and Justice. See 'Mental Health' in *Data Sources and Methods*.

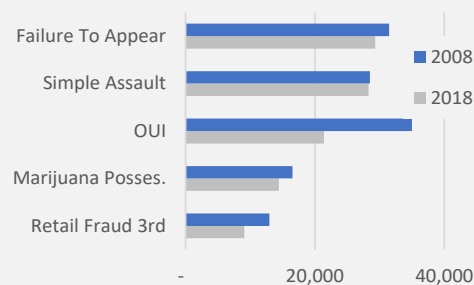
Change in arrests

A critical factor in the number of people entering jail each year is how many people are arrested. The Michigan State Police track hundreds of thousands of arrests and criminal citations¹⁰ each year from all law enforcement agencies statewide. This data includes some traffic-related offenses, like operating under the influence, but excludes most traffic offenses.

Although arrests have been dropping in Michigan, the jail population has not declined proportionally. Between 2008 and 2018, arrest events dropped 22 percent, driven largely by a reduction in arrests for people age 25 and younger. Of the most common arrests, operating under the influence (OUI) and third-degree retail fraud (lowest-level shoplifting) fell by over thirty percent, while arrests for failure to appear and simple assault declined modestly.

Failure to appear was the most common reason for arrest, after recent declines in OUI.

Top 5 Most Common Arrest Events in Michigan, 2008-2018



Source: Michigan State Police. See "Arrest data" in *Data Sources and Methods*.

In contrast to this overall trend were notable increases in arrests for probation violations and possession of methamphetamine, heroin, and narcotic equipment. While arrest numbers fell for men and white women, arrests for black women did not. The decline in arrests of black women for third-degree retail fraud and disorderly conduct was offset by increased arrests for failure to appear and simple assault.

Appearance tickets

Michigan law gives officers discretion to issue criminal citations in lieu of arrest for some low-level misdemeanors (those that are eligible for sentences of up to 93 days in jail). The law offers no guidance on when to cite versus arrest and no guidance on the use of alternatives like pre-arrest deflection and post-arrest diversion.¹¹ Data from the Michigan State Police, which excludes most traffic offenses, shows criminal citations were utilized in 10 percent of arrest events in 2018. The other 90 percent were on-view arrests or arrests made pursuant to a warrant. (If traffic misdemeanors were included in the arrest data, this 10 percent figure would be higher.) For some common misdemeanors eligible for criminal citation (such as disorderly conduct and third-degree shoplifting), officers issued citations 20 to 25 percent of the time, and otherwise made custodial arrests.

Among common low-level misdemeanors, citations were used about 1/4 of the time.

Source: Michigan State Police. See "Arrest data" in *Data Sources and Methods*.
Note: Data does not include most traffic offenses.

Importantly, the law does not authorize criminal citations for all misdemeanors or for any felony charges, so officers could not issue citations under current law for many of the arrest events in the data.

At roundtables of patrol officers and corrections deputies, the Task Force heard that arresting and booking someone into jail is a time-consuming process, often taking several hours. Issuing an appearance ticket, on the other hand, was described as significantly faster, with the additional benefit of allowing the officer to remain in the community instead of traveling to the jail. Considering the varying public safety priorities officers manage, the ability and discretion to issue citations was considered a valuable tool for law enforcement to manage their time and resources.

¹⁰ Also called appearance tickets.

¹¹ Deflection and diversion generally refer to practices that connect individuals to services outside the criminal justice system. If this re-routing occurs before arrest, it is often called deflection, and if it occurs after arrest it is called diversion.

Traffic offenses

Some of Michigan's traffic violations (such as careless driving and speeding) are civil infractions, meaning they are against the law and punishable with fines, but do not themselves directly lead to arrest or jail.¹² Other traffic violations are criminal offenses eligible for arrest and jail, including common charges like driving without insurance or driving with a suspended license. Even excluding operating under the influence, these criminal traffic offenses account for six of the top ten most common charges handled by courts.¹³ Driving without a valid license was the third most common reason for jail admission in the Task Force's 20-county sample.

In Michigan, a person can have their driver's license suspended for a wide variety of reasons, many unrelated to driving safety, such as failing to appear in court or conviction for controlled substance offenses. In 2018, nearly 358,000 licenses were suspended for failure to appear and failure to pay fines and fees.¹⁴

Traffic violations made up 1/2 of all criminal cases.

Source: Criminal cases disposed in court, 2018. See 'Court Data' in *Data Sources and Methods*.



¹² Civil infractions can indirectly lead to arrest or jail if an individual does not appear in court, fully pay fines or fees, or meet any other court conditions.

¹³ Criminal cases disposed in court, 2018. See 'Court Data' in *Data Sources and Methods*.

¹⁴ Fines and Fees Justice Center, *Free to Drive*. Retrieved from <https://www.freetodrive.org/maps/#page-content>.

How long are people staying in jail?

County jails are high traffic institutions and impact many more individuals than state prisons.¹⁵ A short period of jail incarceration can prevent an immediately dangerous situation from escalating, enable the court to evaluate conditions of release, and allow a person who has been victimized to plan for their safety. The value of that temporary incapacitation must also be balanced against an individual's constitutional liberty interest and empirical research (described and cited further in the next section of this report) showing that even short periods of incarceration can increase the likelihood of future criminal behavior. Short periods of detention can also have far-reaching impacts on a person's employment, housing, and dependent children.

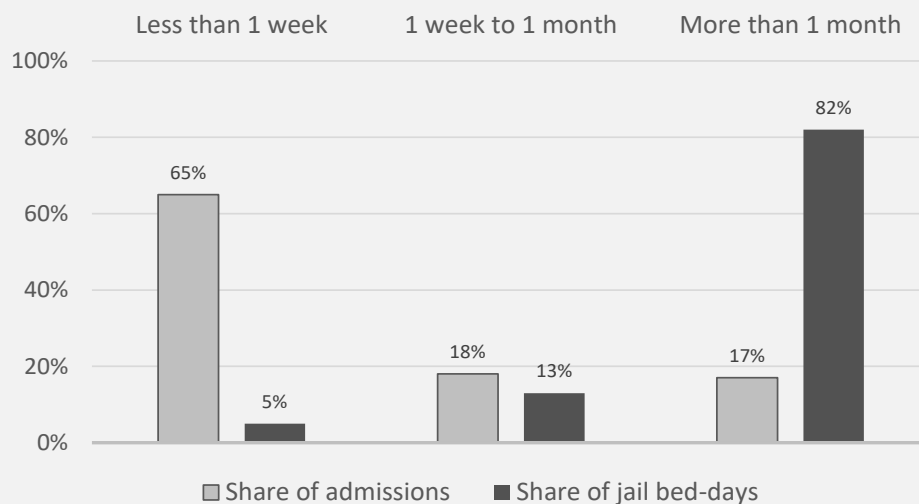
Among the Task Force's diverse sample of 20 jails, two-thirds of those admitted to jail stayed less than a week.

Because their stays were short, they accounted for a small portion of the total jail beds filled between 2016 and 2018 (jail bed days). As a group, they represent a large number of people who experienced jail incarceration, but didn't account for very much of the total jail space used—only five percent. At the same time, a relatively small portion of jail admissions—17 percent—stayed longer than a month (including some who stayed a year or longer), and this group accounted for 82 percent of the jail bed days. (See the figure below.)

Policymakers in Michigan aiming to address jail incarceration, therefore, have two separate cohorts to address: (1) the large number of people whose lives are disrupted by short jail stays, and (2) the relatively small group whose long stays drive up jail populations.

Most people stayed in jail less than a week, but the 1 in 5 who stayed longer than a month took up nearly all the jail space.

Share of admissions and share of jail bed days by length of stay



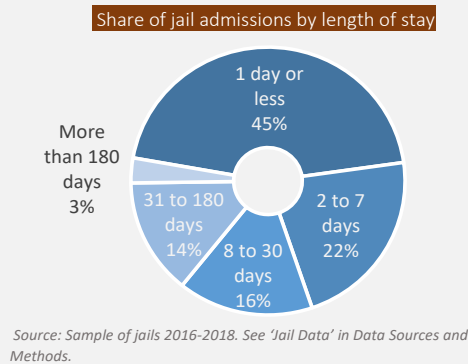
Source: Sample of jails, 2016–2018. See 'Jail Data' in *Data Sources and Methods*.

¹⁵ In 2017, there were 10.6 million admissions to jail in the U.S. compared to 606,500 admissions to state and federal prisons. Bureau of Justice Statistics, *Prisoners in 2017* (2019); Bureau of Justice Statistics, *Jail Inmates in 2017* (2019).

Wide range in length of jail stays

Among the Task Force's sample of 20 diverse jails, those in jail for a felony on December 1, 2018 had been there for an average of 115 days, and those in jail for a misdemeanor had been there for an average of 72 days. Because of the longer lengths of stay for those charged with, or sentenced for felonies, nearly three-quarters of the jail population on December 1, 2018 was in jail for a felony offense. By contrast, when looking at length of stay for all those who came in and out of jail between 2016 and 2018—including the large portion who cycled through quickly—the average lengths of stay were 45 days for felony offenses and 11 days for misdemeanor offenses, again including both the pretrial and sentenced population. These averages, however, comprised a wide range. For example, three percent of those released from jail between 2016-2018 had spent more than six months detained and 14 percent had spent one to six months, while at the other end of the spectrum, 45 percent were admitted and released within one day. (See the figure below.)

Nearly half of admissions stayed 1 day, but some stayed longer than 6 months.



Among some of the most common offenses:¹⁶

- 58 percent of those jailed for drug possession or use stayed in jail for two days or more and 16 percent stayed longer than a month.
- 40 percent of those jailed for operating under the influence stayed in jail for two days or more and 10 percent stayed longer than a month.
- 36 percent of those jailed for driving without a valid license stayed in jail for two days or more and five percent stayed longer than a month.

¹⁶ Sample of jails 2016-2018. See 'Jail Data' in *Data Sources and Methods*.

WAYNE COUNTY SPOTLIGHT

On October 17, 2019, Task Force members were invited to a presentation on preliminary findings from the Wayne County Jail Population Advisory Committee. The Committee received support from the Hudson-Weber Foundation and technical assistance from the Vera Institute of Justice. The Committee analyzed Wayne County jail data and found that:

- The most common charges at admission were misdemeanor driving offenses, felony assault, and child support violations.
- More than 10 percent of jail admissions were for probation violations with no new criminal charge filed.
- Felonies accounted for about half of the admissions and more than three-quarters of the jail population on any given day.
- Black people represented 39 percent of the county resident population but 70 percent of those detained in the jail on any given day.

Pretrial findings included:

- One in three people admitted to jail pretrial was released with a monetary bond. About one in five were released on an electronic monitoring device. And only one in twenty-five were released on personal recognizance.
- More than 40 percent of those with bail set between \$2,500 and \$10,000, and 38 percent of those with bail set at or below \$2,500, remained in jail until the resolution of their cases.

Source: Presentation from the Vera Institute of Justice on October 17, 2019 at Wayne State University Law School. Note: Data includes bookings into Wayne County jail between June 30, 2018 and July 1, 2019.

Pretrial detention in jail

Of those in the Task Force's 20-jail sample who were released from jail because they posted bond, most did so within 24 hours. A third spent at least two days in jail prior to release.¹⁷

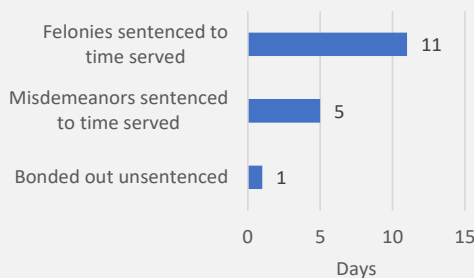
However, the group of those *released* from jail were not the only ones who experienced pretrial detention. Those unable to post bond or ordered detained pretrial remained in jail until they were sentenced or their case was dismissed.

Roughly a quarter of people sentenced to jail statewide were sentenced to 'time served', meaning they were not required to spend any additional time in jail but were credited for the time they already served and then released. The length of pretrial detention for this group averaged five days for misdemeanors and 11 days for felonies.¹⁸

Some pretrial stays in Michigan are very long. On a site visit to the Genesee County jail, for example, Task Force members met with three people who had each been held in jail for two to four years pretrial.¹⁹

Length of pretrial detention depended on whether the defendants posted bond.

Median length of pretrial detention (days) by sentence type



Source: Sample of jails 2016-2018; OMNI and Judicial Data Warehouse, 2018. See 'Court Data' in *Data Sources and Methods*.
Note: Days of jail credit was used as proxy for length of pretrial detention of misdemeanors and felonies sentenced to time served in 2018.

The length of time someone spends in jail pretrial is determined by state and federal constitutional provisions, state laws and court rules, and local orders and cultural norms. The Task Force found wide variation in practices related to pretrial release conditions. Interim bond amounts for use of a controlled substance, for example, ranged from \$0 (personal recognizance release) to \$20,000. Some courts required all pretrial defendants to submit to drug testing or electronic monitoring while others used these types of conditions more sparingly.²⁰

RURAL JAIL GROWTH

Jail populations have grown faster in rural counties than in urban or suburban areas. In 1978, rural counties in Michigan held 15 percent of the state's jail population, but by 2013 that share had increased to 24 percent. This trend is not unique to Michigan. Nationally, pretrial incarceration rates in rural counties grew 436 percent between 1970 and 2013, and rural counties now have the highest pretrial incarceration rates in the country.

This growth in rural jails is partly driven by the increased share of the jail population that is held for other authorities, such as the state department of corrections, the federal government, or other counties. In Midwestern states, recent data shows that one in four people in rural jails are held for other authorities, compared to just one in nine in the 1970s. Research also suggests that jail growth in rural counties is partly driven by a lack of resources that could provide alternatives to jail.

Source: Vera Institute of Justice, "Out of Sight: The Growth of Jails in Rural America" (2017). Bureau of Justice Statistics, Annual Survey of Jails and Census of Jails. See 'Jail Data' in *Data Sources and Methods*.
Note: The most recent year of the Census of Jails is 2013.

¹⁷ Sample of jails 2016-2018. 'Posting bond' includes those released on personal recognizance. See 'Jail Data' in *Data Sources and Methods*.

¹⁸ Days of jail credit were used as a proxy for length of pretrial detention. Convictions sentenced in 2018 from OMNI data and the Judicial Data Warehouse. See 'Court Data' in *Data Sources and Methods*.

¹⁹ For more information see <https://www.detroitnews.com/story/opinion/columnists/nolan-finley/2019/12/11/finley-genesee-county-jail-contentends-with-complex-overcrowding-delays/4385554002/>.

²⁰ State Court Administrative Office survey of district courts in July of 2019 regarding pretrial practices. Interim bond analysis relied on 23 district courts which provided their standing interim bond orders as part of the survey.

Jail sentence length

In 2018, more than 100,000 people in Michigan were convicted and sentenced to a jail term. About 40 percent of misdemeanor sentences and nearly 60 percent of felony sentences involved a sentence of jail or jail followed by probation.²¹ Average jail sentences were longer for felonies (six months for jail and four months for jail followed by probation) than for misdemeanors (just over one month for jail and almost two months for jail followed by probation).²²

Current Michigan law provides no guidance on when probation or another jail alternative should be the preferred or presumed sentence. Michigan's felony sentencing guidelines, for example, designate categories of cases in which "intermediate sanctions" are appropriate, but defines that term broadly to mean jail, probation, or a combination of the two. All misdemeanors are defined in law by the maximum allowable jail sentence, without reference to whether the sentence should generally or usually be jail or an alternative like probation, a fine, or community service.²³

Probation and parole violations

Nearly 10 percent of people in Michigan's jails were detained for probation or parole violations. Probationers

and parolees can be drawn into jail in response to technical violations (defined as most behavior short of a new crime) or new criminal behavior, although the data available did not distinguish the type of violation or level of seriousness. Overall, more than half of people who came to jail on probation or parole violations stayed longer than a week, and a quarter stayed more than a month.²⁴

Michigan has the sixth highest rate in the country of people under community supervision (probation or parole) and the seventh highest rate of people under any correctional control (people either under community supervision or incarcerated).²⁵ The maximum length of probation in Michigan is five years—a common limit for some states but notably longer than others. Washington, for example, caps probation for felonies at two years.²⁶

Michigan has the 6th highest rate in the country of people on community supervision.

Source: U.S. Department of Justice, Bureau of Justice Statistics, *Correctional Populations in the United States, 2015* (2016). Note: The most recent year including Michigan data is 2015. The rate is calculated based on residents age 18 or older.

²¹ Felony dispositions are from Michigan Department of Corrections, *Statistical Report 2018*. Misdemeanor dispositions are from the Judicial Data Warehouse. See 'Court Data' in *Data Sources and Methods*.

²² Felony dispositions are from OMNI data and do not include statutorily sealed convictions. Misdemeanor dispositions are from the Judicial Data Warehouse. See 'Court Data' in *Data Sources and Methods*.

²³ Michigan Judicial Institute, *State of Michigan Sentencing Guidelines Manual* (May 2019).

²⁴ Sample of Michigan jails, 2016-2018. See 'Jail Data' in *Data Sources and Methods*.

²⁵ Kaebler, D. and L. Glaze, *Correctional Populations in the United States, 2015*, (2016). Bureau of Justice Statistics, U.S. Department of Justice

²⁶ Robina Institute of Criminal Law & Criminal Justice (2014). *Profiles in Probation Revocation: Examining the Legal Framework in 21 States* (Kelly Lyn Mitchell and Kevin R. Reitz, eds.). <https://robinainstitute.umn.edu/publications/profiles-probation-revocationexamining-legal-framework-21-states>.

Is jail an effective intervention?

On August 23, 2019, the Task Force heard a presentation from Dr. Jennifer Copp, Director of the Jail Research and Policy Institute at Florida State University, that summarized relevant research on the effectiveness of pretrial detention, money bail, and jail sentences. Studies cited in this section are listed as endnotes in *Research References*.

Pretrial detention

While temporary incapacitation can prevent escalation of dangerous situations and offer respite and peace of mind for victims in immediate danger, research suggests that jail detention has a number of negative impacts that can destabilize individuals and increase future offending.

Detained defendants face potential consequences as a result of their pretrial incarceration that impact their employment, residential stability, and family. A study evaluating individuals on pretrial supervision found that those detained for three days or longer were more likely to experience residential difficulties and to report negative impacts of detention on their dependent children relative to those detained pretrial for less than three days.ⁱ Jail incarceration generally, whether pretrial or sentenced, has been found to worsen individual labor market outcomes and increase reliance on government assistance.ⁱⁱ Pretrial detention also affects families and acquaintances of those detained, especially when those individuals are paying for a defendant to be released pretrial. A study conducted in New Orleans found that low-income families and other individuals (e.g., friends and acquaintances) are often forced to make difficult financial choices (e.g., paying for rent or utilities versus paying for bail) when trying to pay for a loved one's money bail or other criminal justice costs.ⁱⁱⁱ

Studies find the temporary benefits of incapacitation are offset by increased future offending.

In addition to collateral consequences, a growing body of research has examined the impact of pretrial detention on future criminal justice outcomes. A study in New York City showed that while pretrial detention temporarily reduced offending through incapacitation, it increased arrests after the person was sentenced.^{iv} This suggests the short-term benefits of detention may be offset by long-term public safety consequences.

Research has shown that being detained pretrial (controlling for a number of important case and defendant characteristics) increases the likelihood of pleading guilty,^v receiving a jail or prison sentence,^{vi} and receiving a longer sentence.^{vii} One study found that low-risk defendants detained pretrial were approximately five times more likely to be convicted and sentenced to jail when compared to similarly situated released defendants.^{viii}

VICTIM/SURVIVOR NEEDS AND PRIORITIES

In October, the Task Force hosted roundtable discussions with more than 50 victim advocates, survivors, and service providers across the state. Some of the key messages communicated were:

- The experiences and testimony of crime victims and survivors in Michigan are essential to understanding and reforming the criminal justice system. Data cannot always reflect the nuances and circumstances of criminal cases.
- Crime victims need comprehensive trauma-informed services and support from initial law enforcement interaction through prosecution and beyond. Shelters, transitional housing, counseling, and needs-assessments require additional funding.
- Bond conditions issued by a criminal court should be communicated to any civil court issuing a personal protection order involving the same person and vice versa. Bond orders and conditions should also be entered into the Law Enforcement Information Network (LEIN).
- Prosecutors should determine the appropriate parameters of no contact or stay away orders necessary to protect victims during the pretrial period and should address protection order violations when they occur.
- Efforts are needed to improve restitution management to help victims recover losses.

In addition to defendants, law enforcement and corrections officers are impacted by the use of pretrial detention. The decision to arrest and book someone into jail is often made by law enforcement, but their actions are dependent on the availability of alternatives to jail and the discretion the law affords them to use those alternatives. While alternatives to custodial arrests need further study, some evidence has shown promising benefits (e.g., reducing police costs and time) for deflection and diversion programs,^{ix} civil citations in lieu of criminal system involvement, and criminal citations in lieu of arrest.^x

Money bail

When evaluating pretrial failure for those released, measurable outcomes include whether an individual fails to appear in court or is rearrested during the pretrial period. Of particular interest to many researchers is whether financial conditions of release are more or less effective than non-financial conditions in motivating individuals to comply pretrial.

Several studies have found that money bail is not more effective than release on recognizance for certain types of defendants (e.g., low-risk defendants). For defendants in New York City categorized as low-risk, money bail did not significantly improve court appearance rates.^{xi} A study evaluating a newly implemented policy in Philadelphia that stopped district attorneys from requesting money bail for certain low-level felonies and misdemeanors found that increasing the number of defendants released pretrial without monetary conditions resulted in no significant increase in failures to appear or rearrests.^{xii} Two Colorado-based studies found that *secured* bonds (bonds requiring upfront payment for release) were no more effective than *unsecured* bonds (bonds requiring no upfront payment) at ensuring court appearance or public safety (measured as a new crime, court filing, or re-arrest during pretrial release).^{xiii}

While a few studies have focused specific attention on commercial surety bonds, finding commercial bonds to be more effective than other release mechanisms,^{xiv} these studies rely on data that the Bureau of Justice Assistance has cautioned against using when making comparisons across pretrial release types.^{xv}

Finally, money bail has been found to negatively impact the outcome of an individual's case. A study in Philadelphia found that the assignment of money bail alone led to an increase in guilty pleas, convictions, and recidivism.^{xvi}

Jail sentences

Overall, the available research consistently suggests that sentences to incarceration (both jail and prison) are ineffective at reducing future offending, with some studies indicating they may in fact increase criminal behavior.^{xvii} Of the limited research available on alternatives to incarceration, evidence suggests that probation may be more effective than jail sentences at reducing recidivism.^{xviii} The evidence on other jail alternatives like community courts, community service, day reporting, and day fines remains mixed and/or insufficient to draw meaningful conclusions about their effectiveness relative to sentences of incarceration.^{xix}

Studies comparing the effectiveness of custodial and non-custodial sentences for violations or revocations of probation and parole remain limited. However, research suggests that jail is no more effective, and may be less effective, than community sanctions at reducing subsequent violations and reoffending for those on intensive supervision, both for substance use violations^{xx} and any violation type.^{xxi} A Washington State study showed that confinement of up to 60 days, when used as a sanction for technical violations, does not decrease felony recidivism as compared to non-jail sanctions.^{xxii}

What limits does the Constitution place on pretrial incarceration?

A recent wave of litigation across the country has produced court rulings ordering thousands of people released from jail, because pretrial practices in those jurisdictions had evolved in ways that violated the constitutional guarantees of due process and equal protection. One such lawsuit was filed and remains pending in Michigan. In August, the Task Force heard expert testimony explaining that the primary problems courts have been finding are that 1) people are not getting meaningful hearings about whether they should be released or detained pretrial, and 2) when access to money is the deciding factor between those who get released and those who get detained, poor people are denied equal protection of the laws.

The Constitution places many limits on pretrial incarceration. The country's founding fathers emphasized individual liberties and freedom by prohibiting the deprivation of life, liberty, or property without due process of law. Among these, the freedom from bodily restraint is "the core of the liberty protected... from arbitrary government action."²⁷

"In our society, liberty is the norm, and detention prior to trial... is the carefully limited exception."

Source: *United States v. Salerno*, 481 U.S. 739 (1987).

Every individual facing criminal prosecution is afforded the presumption of innocence and the right to freedom before conviction.²⁸ The Supreme Court has ruled that, in our society, "liberty is the norm and detention prior to trial or without trial is the carefully limited exception."²⁹ Unless the right to pretrial release is preserved, "the

presumption of innocence, secured only after centuries of struggle, would lose its meaning."³⁰

Due process and excessive bail

Individualized decisions. To be constitutional, bail must not be predetermined based on offense categories, but individually tailored for the purpose of assuring the defendant's presence at trial.³¹ Non-financial conditions of release should also be used flexibly and vary with the needs and circumstances of the individual defendant.³²

Least restrictive measures. Fundamental liberty interests must not be infringed unless narrowly tailored to serve a compelling state interest.³³ The Constitution prohibits conditions of release or detention that are excessive in light of the perceived evil.³⁴

Process requirements. Fundamental fairness requires liberty only be deprived after notice and the opportunity to be heard before a neutral party.³⁵ In the context of bail, defendants are entitled to a hearing within 48 hours of their detention.³⁶ The court may only continue detention if it finds no other reasonable way to assure pretrial compliance.³⁷

Equal protection

The Constitution's guarantee of equal protection of the laws prohibits governmental actions that discriminate between certain classes of individuals, including those with and without access to money, and imposes varying levels of scrutiny upon appellate review. In the context of incarceration, federal courts have found that "imprisonment solely because of indigent status is invidious discrimination and not constitutionally permissible."³⁸

²⁷ *Foucha v. Louisiana*, 504 U.S. 71 (1992).

²⁸ *Stack v. Boyle*, 342 U.S. 1 (1951).

²⁹ *United States v. Salerno*, 481 U.S. 739 (1987).

³⁰ *Stack v. Boyle* (1951).

³¹ *Id.*

³² *Cohen v. United States*, 82 U.S. 526 (1962).

³³ *Reno v. Flores*, 507 U.S. 292 (1993).

³⁴ *United States v. Salerno*.

³⁵ *Cleveland Bd. of Ed. v. Loudermill*, 470 U.S. 532 (1985); *Goldberg v. Kelly*, 397 U.S. 254 (1970); *Hamdi v. Rumsfeld*, 542 U.S. 507 (2004).

³⁶ See *O'Donnell v. Harris County*, 892 F.3d 147 (5th Cir. 2018).

³⁷ *Id.* Many federal courts have required this finding to be made using the standard of clear and convincing evidence. See *Caliste v. Cantrell*, 329 F.Supp.3d 296 (E.D. La. 2018); *Shultz v. State*, 330 F.Supp.3d 1344 (N.S. Ala. 2018).

³⁸ *Pugh v. Rainwater*, 572 F.2d 1053 (5th Cir. 1978).

What is jail costing taxpayers?

In 2017, Michigan taxpayers spent at least \$478 million on county jail and corrections costs.³⁹ This includes operating costs such as staffing and medical care but not capital projects, like construction of new facilities. At least a few counties each year also take on tens or hundreds of millions more in debt for new jail construction or facility improvements. Construction is currently underway in Wayne County for a new jail and criminal justice complex estimated to cost over \$500 million, while Alpena County approved just more than \$10 million for a new jail.⁴⁰

Jails account for roughly a quarter of county-level spending on public safety and justice systems (including law enforcement, courts, and other judicial or public safety spending), which together are the third largest expenditure at the county level, behind health care and public works.

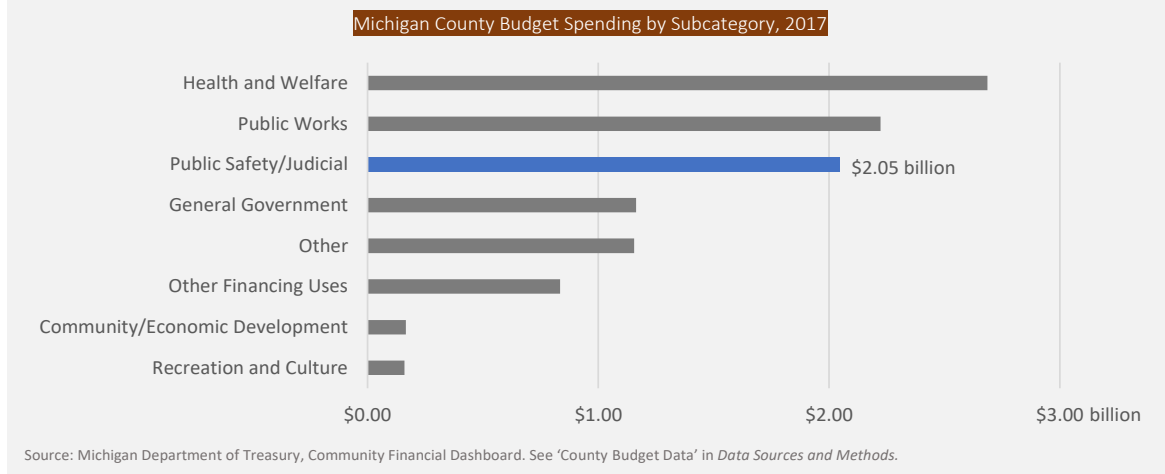
Trial courts cost nearly one and a half billion dollars to operate each year and over \$630 million is funded through local sources.⁴¹

Taxpayers spent at least \$478 million on county jail and corrections costs in 2017.

Source: Michigan Department of Treasury, Community Financial Dashboard. See 'County budget data' in *Data Sources and Methods*.

Criminal defendants also pay to support operations of jails and courts. In addition to victim restitution and fines, criminal sentences in Michigan often come with fees and costs related to court processes, jail stays, community supervision, and conditions or programming ordered as part of supervision. Criminal defendants pay over \$418 million annually in fines, fees, court costs, and restitution.⁴²

The justice system is the third largest county expenditure.



³⁹ Michigan Department of Treasury, Community Financial Dashboard. See 'County Budget Data' in *Data Sources and Methods*.

⁴⁰ In 2017, Alpena County approved construction of a new jail budgeted at \$11 million (See <https://www.thealpenanews.com/news/local-news/2019/10/why-the-county-is-building-a-different-jail-than-voters-bought/>); In 2019, Macomb County officials considered funding construction of a new jail at \$371 million (See <https://www.freep.com/story/news/local/michigan/macomb/2019/12/04/macomb-county-elected-officials-give-vision-2020/2612374001/>); In Wayne County, construction is currently underway for a \$533 million jail and criminal justice complex (See <https://www.detroitnews.com/story/news/local/detroit-city/2019/06/25/wayne-county-takes-second-swing-building-new-jail/1271683001/>).

⁴¹ Michigan Trial Court Funding Commission, *Trial Court Funding Commission Final Report* (2019).

⁴² Ibid. Court assessments are defined as all monies authorized by statute to be paid to the court and include restitution, fees, fines, and court costs.

Recommendations: Policy Goals & Solutions

Based on the review of data, research, and input from key stakeholders, the Task Force divided into subgroups for further analysis and discussion of three key areas of focus: arrest and arrest alternatives; pretrial release and detention; and sentencing, probation, and parole. Each subgroup met a minimum of four times and invited experts within their area of focus to provide additional information and support. Task Force members have been appointed for terms ending on September 30, 2020 and will continue work and outreach with stakeholders in the intervening time to prepare for implementation and performance monitoring of the recommended reforms. All recommendations that come with an implementation cost should comply with the Headlee Amendment in Michigan's constitution.

Unless otherwise noted, the data, research, and testimony referenced within the recommendation is described in earlier sections of the report.

Traffic violations

Recommendation 1: Reduce the number of driver's license suspensions.

State law allows a driver's license to be suspended for a wide range of non-criminal behaviors. In 2018, nearly 358,000 licenses were suspended in Michigan for failure to appear and failure to pay fines and fees. The Task Force heard testimony across the state about the domino effect a suspended license can have, and from the law enforcement professionals who see these individuals using up limited public safety resources. To reduce jail admissions for driving with a suspended license and remove barriers to workforce reentry, licenses should only be suspended or revoked when the holder has been convicted of an offense directly related to driving safety.

The Task Force recommends:

- a. Eliminating suspension and revocation of driver's licenses as a possible sanction except for conviction of specific moving offenses directly related to driving safety, such as reckless driving, operating while intoxicated, and fleeing and eluding an officer.
 - License suspension or revocation should never be allowed for failure to comply with a court judgment, including failure to appear and failure to pay fines and fees.
 - Confiscation of driver's licenses as a condition of pretrial release should be prohibited except in cases where license suspension would be an allowable sanction upon conviction.
 - Reinstatement fees should be waived and a straightforward process created for immediate reinstatement of licenses suspended for reasons that are no longer eligible.

Recommendation 2: Reclassify some misdemeanors as civil infractions.

Most arrests across the state are for non-person offenses, the majority of which are misdemeanors. Members of law enforcement expressed significant concerns about the time it takes to conduct an arrest and booking even for a minor crime, often removing an officer from the street for several hours.

The Legislature's intent when creating civil infractions was to serve as a practical resolution to the costs and time involved in processing certain misdemeanors through criminal courts. To reduce jail admissions for infractions that are the lowest threats to public safety and that are already routinely addressed with fines, certain low-level misdemeanors should be reclassified as civil infractions, which are not eligible for arrest. Removing common low-level violations from arrest eligibility would preserve law enforcement time and resources, limit the costly use of jail for minor infractions, and reduce the number of people with criminal records.

The Task Force recommends:

Reclassifying some misdemeanors as civil infractions, including: non-moving traffic misdemeanors; most snowmobile, off-road vehicle, and marine safety misdemeanors that are not related to operating while intoxicated; most Department of Natural Resources misdemeanors; and most animal-related misdemeanors, except those related to animal cruelty or animals causing injury. Local jurisdictions should be required to align their own ordinances with these statutory changes.

Arrest

Recommendation 3: Expand officer discretion to use appearance tickets as an alternative to arrest.

Officers have discretion under the law to issue criminal citations, also known as appearance tickets, for misdemeanors punishable by 93 days of incarceration or less,⁴³ yet the law does not currently extend officers the same discretion for other misdemeanors.

Law enforcement leaders and patrol officers expressed their desire to Task Force members and staff for broader discretion to use appearance tickets in lieu of arrest, because expanding eligibility for criminal citations provides them with additional tools to manage their time, resources, and public safety priorities. Enacting a presumption that citations be used for the least serious misdemeanors further signals to officers that the state encourages arrest alternatives in those instances, while preserving their authority to make an arrest when public safety demands it.

The Task Force recommends:

- a. Expanding officer discretion to issue criminal citations for all misdemeanors, excluding offenses involving domestic violence.⁴⁴
- b. Enacting a statutory presumption of citation in lieu of arrest for 90- and 93-day misdemeanors (except assaultive, domestic violence, and stalking misdemeanors); low-level property misdemeanors (where the value of the loss or damage is \$200-\$999); 90-day disorderly person misdemeanors; and controlled substance use misdemeanors. (Note that controlled substance *use* is a less serious offense under current law than *possession* of a controlled substance.)
 - To depart from the presumption and make an arrest, the officer would have to identify the reason on the arrest record.
 - The Uniform Law Citation form should be modified to include permitted reasons for departing from the presumption. It should also be modified to include an entry for the defendant's cell phone number, to enable court clerks to issue text message court reminders when a citation was used in lieu of an arrest.
 - The police report should be provided to the prosecuting agency within 48 hours of issuing a citation on weekdays, and within 72 hours of issuing a citation on weekends and holidays.
 - This presumption will shift the main entry point into the criminal justice system from jails to courthouses. Due consideration must be given to the facility, technology, and human resources needs of the courts as a result.
- c. Requiring the Michigan State Police to collect and report data on the use of citation and arrest for all cases, including all traffic cases.

⁴³ Except domestic violence misdemeanors and violations of personal protection orders.

⁴⁴ As that term is defined in MCL 400.1501(d).

- d. Requiring the Michigan Commission on Law Enforcement Standards, the Michigan Sheriffs' Association, and the Michigan Association of Chiefs of Police to collaborate on a plan to inform and educate arresting officers about the change to citation laws, and to report the plan to the legislature within 6 months of the statutory change.

Recommendation 4: Reduce arrests for failure to appear and failure to pay by changing how and when arrest warrants are used.

Failure to appear is the most common reason for arrest in Michigan. Across the state, bench warrants are issued as a matter of course when individuals fail to appear for court hearings or fail to pay fines and fees. To preserve law enforcement resources for more significant threats to public safety, and to reduce jail admissions for failures to appear and failures to pay financial obligations, summonses in lieu of warrants should be the norm rather than the exception.

The Task Force recommends:

- a. Reducing the use of bench warrants for failures to appear and failures to pay court fines, fees, and child support.
 - Failure to appear should be removed as an independent offense from the criminal code or reclassified as a civil infraction.
 - The law should prohibit arrest warrants for first-time failure to appear for a *civil* citation or traffic case, or for first-time failure to appear for a show cause hearing following failure to pay court fines, fees, or child support.
 - A presumption should be established that a summons be used in lieu of an arrest warrant for first-time failure to appear on a *criminal* citation and on non-assaultive/non-person charges.
- b. Creating a 48-hour grace period before a bench warrant may be issued to allow a person to voluntarily return to court following a first-time failure to appear, unless the defendant is charged with a new crime, there is evidence that the person has absconded to avoid prosecution, or the failure to appear is on a trial date.
- c. Authorizing people with open warrants to appear during regular court hours within a year of the warrant being issued to reschedule their appearance without fear of arrest, except in cases where the warrant is for an assaultive offense or serious felony. Courts should offer alternatives to physically appearing in court for certain cases, such as through Polycom, which is available in every court in the state.
- d. Requiring an individual who is detained on a an out-county Michigan warrant to be released if the originating county does not make pick-up arrangements within 24 hours and provide pick-up within 48 hours, excluding assaultive and stalking offenses.
 - The legislature must establish minimum standards for communication between Michigan jurisdictions to enable these timelines to be met.
- e. Establishing a statewide warrant initiative, directing or incentivizing district courts to:
 - Develop processes for defendants to resolve low-level cases by phone or online without appearing in court,
 - Allow individuals seeking information about their case, with some exceptions, to call without fear of being arrested, and
 - Recall open warrants that are older than five years for failures to appear (on civil and criminal citations and certain felonies and misdemeanors as determined by the legislature) and failures to pay fines, fees, and child support.

Behavioral health diversion

Recommendation 5: Divert people with behavioral health needs away from the justice system.

The Task Force heard testimony from a wide array of stakeholders regarding the need for funding and statutory changes to keep individuals with mental health and substance use needs from entering ("deflection") or staying in ("diversion") the justice system. Deflection and diversion resources are not available in all areas of the state, particularly rural communities, and statute offers no guidance on their use as arrest and jail alternatives.

Sheriffs expressed concern about long jail stays for those awaiting evaluation or restoration of competency to stand trial. Local experts have suggested that the number of competency evaluations for those in jail facing misdemeanor charges has significantly increased in the last decade, and average wait times for treatment far exceed the maximum allowable sentence for most misdemeanors. Although recent initiatives have shown some progress, given the Center for Forensic Psychiatry's limited staff resources and the strict statutory timetable for restoring competency, applying this process in misdemeanor cases is impractical. Many states are eliminating competency evaluation and restoration services in misdemeanor cases, because often these cases do not go to trial, and they strain county jail resources, delay restoration in felony cases, and often lead to further mental health deterioration while in jail.

The Task Force recommends:

- a. Providing statutory authorization for and guidance on the use of deflection and diversion.
 - Law enforcement agencies should be authorized and incentivized to partner with treatment and community organizations on programs that: 1) *Deflect* individuals with behavioral health needs away from the justice system before arrest and into treatment or supportive services, and 2) *Divert* such individuals out of the justice system after arrest and into treatment or supportive services.
 - The law should presume pre-arrest deflection and post-arrest diversion for individuals identified as, or observed to be, experiencing a mental health or substance use disorder, with exceptions based on public safety and resource availability.
 - The relevant Michigan Department of Corrections Administrative Rules for Jails and Lockups should reflect any statutory changes.
 - The Michigan Sheriffs' Association should support its members with the implementation of a standardized mental health screening tool at intake. Jail management systems should identify past and current Community Mental Health clients and individuals with diagnoses of mental health disorders.
 - Individuals identified as appropriate candidates for diversion, with consideration for public safety, should be diverted from jail stays altogether or connected with in-house mental health services, where available. If urgent release is necessary, jail staff should work closely with Community Mental Health to facilitate appropriate discharge for persons with serious mental health issues. In the case of individuals with legal guardians or advocates, every attempt shall be made by law enforcement and the jail to contact/reunite them immediately to assist in connecting them with treatment providers and supportive housing.
 - The Governor and Michigan Department of Corrections should develop rules for enforcing compliance with implementation.
 - Community Mental Health and law enforcement agencies should set local standards to determine how best to dispatch law enforcement and clinicians to calls involving an apparent behavioral health need.
- b. Dedicating significant funding to support local law enforcement agencies, service providers, and community organizations to establish and expand inter-agency deflection and diversion programs. The funding may be varied in its use through different state-county partnerships but should be standardized in its distribution across the state.
 - Funding should also support jail population monitors within sheriff's offices. This role would involve the regular review of jail rosters to identify candidates who could be safely diverted, including those with behavioral health needs.
- c. Charging an existing or newly established body with collecting relevant data and offering further recommendations on deflection, diversion, telehealth, and services such as triage/drop-off centers, co-responder dispatch, and mobile crisis teams.
- d. Changing the law to divert misdemeanor defendants rather than referring them for competency evaluation. (Several counties have already adopted Memoranda of Understanding to accomplish this locally.)
- e. Providing state funding to support efforts aimed at reducing the wait time of individuals ordered to receive competency restoration, including funding and any needed legislation to support community-based restoration where appropriate, and to further study the competency restoration backlog.

Recommendation 6: Make the Jail Overcrowding Act proactive rather than reactive.

The County Jail Overcrowding State of Emergency Act, or “Jail Overcrowding Act,” directs sheriffs to manage their jail population by identifying individuals in jail who may be suitable for release without endangering public safety. These procedures are implemented when jail populations are at or near the facility’s capacity but should be implemented proactively to prevent dangerous overcrowding and preserve limited jail resources.

The Task Force recommends:

- a. Clarifying the Jail Overcrowding Act to be proactive, authorizing sheriffs to work with courts to divert and release certain individuals at any point, not only when facing an overcrowding emergency.
 - This recommendation is premised on the availability of appropriate therapeutic placements in the community.
- b. Authorizing and encouraging sheriffs to deny booking individuals with behavioral health disorders and others charged with misdemeanors or non-assaultive felonies who can safely be released with an appearance ticket or personal recognizance (PR) bond, regardless of overcrowding risk.
- c. Retain the Act’s requirement that the Michigan Department of Corrections and Michigan Sheriffs’ Association submit an annual report to the legislature on the effect of the enumerated procedures.

Recommendation 7: Provide behavioral health crisis response training for law enforcement, dispatch, and jail officers.

Local law enforcement and corrections professionals across Michigan identified mental health as a primary challenge. While many agencies provide some level of relevant training, there is no statewide standard that officers receive de-escalation and crisis response training for encounters with individuals who have mental health and substance abuse needs. There is significant evidence to suggest that such training increases safety for both the individual involved and the responding officer, and broad consensus among stakeholders that individuals requiring behavioral health services are not well-served in a jail setting.

The Task Force recommends:

- a. Establishing a directive that the Michigan Commission on Law Enforcement Standards (MCOLES) collaborate with behavioral health experts, and/or the Mental Health Diversion Council, to develop behavioral health and crisis response training standards for new and incumbent law enforcement officers that align with national best practices and research.
 - The Michigan State Police’s State 911 Committee and the Michigan Sheriffs’ Coordinating and Training Council (MSCTC) should collaborate with MCOLES to develop similar training standards for dispatch and jail officers, respectively, and a plan for statewide rollout that supports compliance for all law enforcement agencies. More than one training curriculum should be offered to agencies, with varied program lengths and modes of delivery, to enable agencies with limited resources to meet compliance. Consideration should be given but not limited to the training models endorsed by the Mental Health Diversion Council.
 - MCOLES should be authorized to provide proper incentive to both law enforcement agencies and officers to meet the requirements set forth in the MCOLES standards.
- b. Providing sufficient startup and annual funding to MCOLES to develop, implement, and deliver such training, including issuing stipends to law enforcement agencies to support training, as needed.

The first 24 hours after arrest

Recommendation 8: Shorten the time people spend in jail between arrest and arraignment.

Federal and state court rulings are increasingly requiring a strict ceiling of 48 hours between arrest and the person's first appearance in court, leading many states (e.g., Texas, New Jersey) to codify this or a similar time limit in statute. Currently in Michigan, not all arrestees are seen by a judicial officer within 48 hours. Establishing a statutory time limit would bring Michigan in line with developing constitutional jurisprudence.

Interim bond schedules, initially created to enable speedy pretrial release for people charged with certain offenses, in many counties have had the opposite effect. Standing interim bond amounts are regularly continued for the duration of the case, even after it is clear that the person cannot raise the funds, extending detention for many people accused of low-level crimes. To address this, the legislature should establish a uniform process for pre-arraignment release for people facing certain charges.

The Task Force recommends:

- a. Requiring that a person be arraigned by a judicial officer within 24 hours of arrest, a period which may be extended to 48 hours for good cause.
- b. Establishing automatic pre-arraignment release on personal recognizance for most misdemeanors and some non-assaultive felonies, excluding offenses involving domestic violence.⁴⁵ Under this policy, a person could be detained until their blood alcohol level is below the legal limit, or until they are otherwise sober enough to be safely released.

Pretrial release and detention

Recommendation 9: Establish higher thresholds for financial and non-financial pretrial release conditions.

Currently, the release and detention decision in Michigan is largely governed by court rule. Money bail may be imposed for any criminal offense, and courts receive little statutory guidance on which pretrial conditions to impose. This has led to release and detention procedures that vary widely among the counties. People who may pose no danger to the community can be detained before trial on bond they are unable to post, even for relatively low amounts. Conversely, defendants charged with more serious or violent crimes, or who otherwise may pose a significant risk to the public pending trial, can be released if they can post the bond set by the court.

Across the country, courts are increasingly holding that defendants are not receiving individualized release conditions or meaningful pretrial detention hearings, in violation of the Constitution's guarantee of due process. These courts are further concluding that when money is the deciding factor between those released and those detained, defendants without access to resources are deprived of equal protection of the laws. To align Michigan with the growing consensus in the federal courts, the state's bail laws should be revised.

⁴⁵ As that term is defined in MCL 400.1501(d).

The Task Force recommends:

- a. Establishing a tiered statutory framework for pretrial release, as follows:

Pretrial Release & Detention Framework	
Presumption of release on personal recognizance	All defendants shall be released on personal recognizance or unsecured bond, with standard conditions, unless the court makes an individualized determination that the person poses a significant articulable risk of nonappearance, absconding, or causing bodily harm to another reasonably identifiable person or themselves.⁴⁶
Threshold for additional non-financial release conditions	- If the person poses a significant, articulable risk of nonappearance, absconding, or causing bodily harm, the Court may impose the least restrictive non-monetary condition or conditions that reasonably address the risk. - In cases where a person only poses a risk of nonappearance, and not absconding or causing bodily harm, the court may not impose conditions that result in the defendant's detention.
Threshold for secured financial release conditions (money bail)	- The court may impose secured financial release (money bail) if the person poses a significant, articulable risk of absconding or causing bodily harm <u>and</u> is charged with: - a violent offense - a sex offense, or - another enumerated serious nonviolent or non-sex offense, including, e.g., witness intimidation and tampering, high level drug felonies, conspiracy to murder, terrorism offenses, and select "nonviolent" offenses against children, <u>and</u> the court finds that no nonmonetary conditions will reasonably address the risk.
Threshold for detaining a person without bond	- The court may order a person detained without bond if they are charged with: - Murder, treason, first-degree criminal sexual conduct, armed robbery, kidnapping with the intent to extort, or - A violent felony committed when on community supervision related to a prior violent felony; or with 2 or more prior violent felony convictions in the preceding 15 years,⁴⁷ - Where the proof is evident or the presumption great, <u>and</u> the person poses a significant, articulable risk of absconding, or causing bodily harm, and no other conditions of release adequately address the risk.

- b. Establishing the following statutory definitions, for the purposes of bail:
- "Abscond" means fail to appear with the intent to avoid or delay adjudication.
 - "Nonappearance" means failure to appear without the intent to avoid or delay adjudication.
- c. Repealing laws requiring money bail for Friend of the Court charges and laws requiring money bail for other offenses.⁴⁸
- d. Requiring that the court conduct an inquiry into the defendant's ability to pay money bail, before imposing it. This inquiry shall allow the prosecutor, defense counsel, and the defendant the opportunity to provide the court with information pertinent to the defendant's ability to pay money bail.
- e. Following implementation of the policy changes outlined above, ultimately transitioning to a pure detention-and-release system, similar to policy frameworks in New Jersey, New Mexico, the District of Columbia and the federal system, in which money bail may not be used to detain a person pretrial. This transition to a pure detention-and-release system will likely require a state constitutional amendment.

⁴⁶ The Task Force further recommends establishing additional limitations on detention for the risk of self-harm, including a requirement that people detained as a danger to themselves must be transferred, within 12 hours after jail booking following their initial appearance, to the most appropriate therapeutic environment outside of the criminal justice system.

⁴⁷ This standard mirrors language currently in Michigan's Constitution.

⁴⁸ MCL 552.631(3) and MCL 765a.

Recommendation 10: Provide a due process hearing for defendants who are still detained 48 hours after arraignment.

Federal courts have repeatedly held that pretrial detention, or conditions of release that result in detention (for example unaffordable money bail), may only be imposed following an individualized determination, based on clear and convincing evidence, that no less restrictive conditions will suffice.⁴⁹ A growing number of federal lawsuits across the country have determined that jurisdictions are not meeting this standard. Despite the best efforts of court personnel in many courts in Michigan, defendants are often detained without this constitutionally required due process.

The Task Force recommends:

Establishing a statutory right to a due process hearing for all defendants detained pretrial, including the following elements:

- **Timing:** For all defendants who remain detained following arraignment, the court must conduct a detention hearing not later than 48 hours after arraignment. On its own motion or on motion of the prosecutor, the court may continue a detention hearing for not more than 72 hours for good cause. On motion of the defendant, the court must continue a detention hearing. With the consent of the parties, the court may conduct the detention hearing at first appearance, assuming the rights and standards below can be met.
- **Rights:** At a detention hearing, the defendant has a right to be represented by counsel, testify, present and cross-examine witnesses, review evidence introduced by the prosecutor, present evidence, and proffer information. The normal rules of evidence do not apply. Any statements by the defendant may be used at a future proceeding for the purposes of impeachment but not to prove guilt.
- **Standard at the Detention Hearing:** The court may not issue an order of pretrial detention or continue a condition of release that results in detention of an individual unless the court finds by clear and convincing evidence that the person poses a significant articulable risk of absconding or causing bodily injury, and no less restrictive conditions can reasonably address the risk.
- **Appellate review:** Establish a new subsection in Chapter 7 of the Michigan Court Rules (MCR) concerning pretrial release and detention appeals. The subsection should include an expedited timeline, requiring review within 14 business days of filing of the appeal. It should also include a requirement that the trial court generate a written statement of the court's findings and reasoning for every bond decision that results in detention.

Recommendation 11: Limit the use of restrictive pretrial release conditions.

Many jurisdictions in Michigan routinely impose requirements such as in-person check-ins, drug testing, electronic monitoring, and participation in programs and counseling, as standard conditions of pretrial release. Some courts even require all pretrial defendants to submit to drug testing or electronic monitoring. In many of those places, people are required to pay for their conditions of release and can end up incarcerated when unable to pay. While restrictive release conditions are appropriate for some defendants, practical and supportive conditions like court reminders and referrals to services have also been found to increase rates of pretrial success but are underused throughout the state.

The Task Force recommends:

- a. Establishing a statutory requirement of court reminders, which have been found to significantly increase the likelihood of court appearance, and redesigning notification and summons documents to maximize clarity and legibility.
- b. Defining pretrial release conditions that require drug testing, electronic monitoring, or in-person reporting as "significant restraints on liberty," and limiting when such restraints may be imposed.
 - Requiring that a court first consider whether practical assistance or voluntary supportive services can sufficiently address any pretrial risks in the individual case.
 - Establishing a 60-day limit on the amount of time that a significant restraint on liberty (e.g., electronic monitoring or drug testing) may initially be authorized as a condition of pretrial release, and requiring an in-court reassessment of the condition after 60 days, with a rebuttable presumption that it be lifted if the defendant has demonstrated compliance.

⁴⁹ See, e.g., *Walker v. City of Calhoun*, 901 F.3d 1245 (11th Cir., 2018).

- Limiting GPS monitoring to felony cases; misdemeanor assaultive, domestic violence, or sex offense cases; and misdemeanor cases where the defendant was convicted of an assaultive felony in the past five years or was previously convicted as a habitual offender pursuant to MCL 769.10. (Note: this recommendation applies only to GPS monitoring, and not to other forms of monitoring like an alcohol tether.)
- c. Requiring that the government bear the costs of non-financial conditions of release ordered for indigent defendants and prohibiting detention due to a defendant's inability to pay for release conditions.
 - Establishing a uniform indigency standard for conditions of release to be used in every criminal trial court.
 - A defendant shall be considered to be indigent if he or she is unable, without substantial financial hardship to himself or herself or to his or her dependents, pay the costs of ordered conditions of release. Substantial financial hardship shall be rebuttably presumed if the defendant is eligible for appointment of counsel; receives or is eligible to receive public assistance based on financial hardship; has dependents who are eligible for such assistance; resides in public housing; earns an income less than 200% of the federal poverty guideline; has been homeless in the past six months; or is currently serving a sentence in a correctional institution or is receiving residential treatment in a mental health or substance abuse facility.

Speedy trial

Recommendation 12: Strengthen speedy trial laws.

Both the U.S. and Michigan Constitutions guarantee criminal defendants the right to a speedy trial, yet Task Force members met individuals who had been incarcerated for 3-4 years awaiting trial. Michigan's current case law sets a difficult standard for a defendant to successfully assert their constitutional right to a speedy trial. The state should require firm statutory trial deadlines and eliminate the requirement that incarcerated defendants actively assert their speedy trial rights.

The Task Force recommends:

- a. Requiring that defendants be tried within 18 months of arrest, absent waiver, acquiescence, or agreement by the defendant.
 - Specifying that delays attributable to the defendant may not be held against the government for speedy trial purposes.
 - Creating meaningful consequences (e.g., dismissal with prejudice) for failure to try a defendant within the statutory time limits.
 - Revising court rules to accord with the new statutory speedy trial provisions.
 - Providing additional funding, as needed, to services supporting the criminal justice system and enabling it to meet these timelines (e.g., Michigan State Police Crime Lab and the Michigan Department of Health and Human Services' Center for Forensic Psychiatry).
- b. Removing the requirement that defendants actively assert their speedy trial rights in order to preserve them. The law should instead require that speedy trial rights be preserved unless defendants or their counsel waive them explicitly on the record or implicitly by their conduct.

Alternatives to jail sentences

Recommendation 13: Reduce the number of people sentenced with jail time for misdemeanors.

Most jail admissions are for misdemeanor offenses, and while they tend to have relatively short stays in jail, the process of booking individuals takes up significant time and resources for law enforcement and can have detrimental consequences for the detained individual. The Task Force explored ways to reserve jail sentences for more serious criminal behavior and cases involving significant threats to individuals or the public. Because sentences to probation can also result in jail bed usage through sanctions for violations, the law should presume non-jail *and* non-probation sentences for less serious misdemeanors and eliminate mandatory jail sentences for all misdemeanors.

The Task Force Recommends:

- a. Adopting a rebuttable presumption that people convicted of misdemeanors (except those defined as serious misdemeanors in MCL 780.811 or nonserious misdemeanors with a recent assaultive felony conviction) be sentenced with a fine, community service, or other non-jail, non-probation sanction.
 - The legislature should specify the findings a court must make on the record in order to depart from the presumption of a non-jail and non-probation sentence, noting that probation is appropriate as a sentence for non-serious misdemeanors only in cases with a specific rehabilitation goal and/or an articulable risk of harm to a victim (in which case jail could also be appropriate).
- b. Eliminating existing mandatory minimum jail sentences for misdemeanor offenses and prohibiting the creation of new ones, including those established by local ordinances that are substantially similar to state misdemeanors.

Recommendation 14: Reduce the number of people sentenced with jail time for certain felonies.

Because people with felony charges stay longer in Michigan jails than those with misdemeanors, the majority of jail beds at any one time are occupied by people charged with or convicted of felonies. Felony sentences in Michigan are guided by advisory sentencing guidelines. For people who, by reason of their offense type, offense characteristics, and criminal history are recommended for an intermediate non-prison sanction, the sentencing grid offers no guidance for when a sentence to jail, probation, or a combination of the two is appropriate, and practice varies widely across the state. To better distinguish sentences of incarceration from community supervision and to increase consistency in sentencing practices across the state, the presumptive intermediate sanction should be probation. Other felony sentencing changes are also needed to better align penalties with the seriousness of the offense and the potential danger to the community.

The Task Force recommends:

- a. Establishing a rebuttable presumption that people recommended for an “intermediate sanction” by the sentencing guidelines receive a probation sentence with no jail term included.
 - Intermediate sanctions for individuals determined to be in a “straddle cell” would remain eligible for a sentence of probation, jail, or a combination of the two.
 - The legislature should specify the findings a court must make on the record in order to depart from the presumption of a non-jail sentence.
- b. Reclassifying or adjusting punishments for common lower-level felonies in the following ways:
 - Adjusting the thresholds for the monetary value of property theft, damage, or loss associated with different penalties as follows (preserving existing rules about penalty enhancements for repeat offenses) and adding the monetary thresholds to offenses that currently do not have them, including no-account checks and larceny in a building.

Level of Offense	Monetary Threshold
93-Day Misdemeanor	< \$750
1-Year Misdemeanor	\$750 - \$2,000
5-Year Felony	\$2,000 - \$20,000
10-Year Felony	> \$20,000

- Reclassifying unlawful use of a vehicle and 4th degree fleeing & eluding as 1-year misdemeanors.
- Reclassifying 1st degree retail fraud and possession of less than 25 grams of cocaine or narcotics as Class H felonies with maximum incarceration of 2 years.
- Creating a new 90-day misdemeanor for resisting, obstructing, or opposing a law enforcement officer or other official performing their duty, when no physical force is used. If the individual assaults, batters, or otherwise uses physical force to resist or obstruct, the offense would remain a 2-year felony.
- Reducing the maximum sentence for uttering & publishing a forgery to 5 years, in line with other Class E felonies.
- Expanding judicial discretion by eliminating mandatory incarceration as a sentence for a 3rd or subsequent offense of operating a vehicle while intoxicated or impaired or with the presence of a controlled substance.

- Aligning threshold weights and punishments for possession of methamphetamine with other schedule 1 and 2 drugs.
- c. Expanding the age of eligibility for the Holmes Youthful Trainee Act (HYTA) to include young people aged 24 and 25 to align with established research about adolescent brain development. The age at which prosecutors must approve the use of HYTA should be raised to 24.
- d. Directing a new or existing body to study and recommend policy changes to reduce the number of people held in jail for failure to pay child support.

Probation and parole

Recommendation 15: Limit exposure to jail for those on probation and parole supervision.

Michigan has one of the highest rates of community supervision in the country, and probation and parole violations are among the top 10 offenses admitted to jail. Current statute in Michigan allows for probation terms of up to five years for most felonies and up to two years for most misdemeanors, but evidence indicates that focusing resources on the first weeks and months of a person's supervision term provides the greatest public safety return on investment.⁵⁰ Research also indicates that sanctions for probation violations are most effective when they are swift, certain, and proportional, and that community-based sanctions are as effective as incarceration at reducing future violations.⁵¹

The state should focus resources on the highest risk periods of supervision, incentivize compliance to improve success rates on community supervision, and reduce inconsistencies across courts related to early discharge from probation.

The Task Force recommends:

- Tailoring statutory maximum probation terms to the period of time when violations are most likely to occur and when probation supervision has the strongest impact on behavior change, by limiting probation terms according to the table below.

Type of Offense	Recommended Maximum Probation Term
Felony Sex Offenses*	5 years
Other Felonies*	3 years, with one 12-month extension possible
Misdemeanors	2 years

*Excluding offenses ineligible for probation.

⁵⁰ Sims, B. & Jones, M. (2016). Predicting success or failure on probation: Factors associated with felony probation outcomes. *Crime & Delinquency* 43(3); Olson, D.E. & Stalans, L.J. (2016). Violent Offenders on Probation. *Violence Against Women* 7(10).

⁵¹ Lattimore, P. K., MacKenzie, D. L., Zajac, G., Dawes, D., Arsenault, E. & Tueller, S. (2016). Outcome findings from the HOPE demonstration field experiment. *Criminology & Public Policy*, 15, 1103-1141.; Wodahl, E. J., Boman, J. H., & Garland, B. E. (2015). Responding to probation and parole violations: Are jail sanctions more effective than community-based graduated sanctions? *Journal of Criminal Justice*, 43, 242-250.

- b. Eliminating the court's authority to revoke probation for non-violating behavior and to revoke probation for technical violations, unless the person on probation has already received three or more sanctions for technical violations.⁵² Limits on the use of jail as a sanction for technical probation violations should be adopted according to the table below.

Sanction	Felony Probation	Misdemeanor Probation
1st sanction	Up to 15 days	Up to 5 days
2nd sanction	Up to 30 days	Up to 10 days
3rd sanction	Up to 45 days	Up to 15 days
4th and subsequent sanction	Up to remainder of sentence	Up to remainder of sentence

- A first or second sanction may be extended up to 45 days only if the person is awaiting placement in a treatment facility and does not have a safe alternative location to await treatment.
 - A jail sanction or revocation should never be imposed solely for failing to seek and maintain employment; failing to pay required fines, fees, or treatment/programming costs; or failing to report a change in residence.
 - A summons or order to show cause should be issued in lieu of a bench warrant for a technical probation violation, except if that violation is walking away from an inpatient treatment facility. If a probationer fails to appear on the summons or order to show cause, then a judge would retain discretion to issue a bench warrant.
 - A probationer who is arrested for committing a technical violation and detained after arraignment must have a probation violation hearing held as soon as possible. If the hearing is not held before the jail sanction cap is reached, the probationer should be released from jail and returned to community supervision.
- c. Standardizing and automating the process for earned early discharge for eligible probationers who are in compliance with the conditions of their probation.
- A person should be eligible for earned early discharge from misdemeanor or felony probation after serving half of the original term of supervision, or at any time thereafter, if the person has completed required programming and has no violations in the previous three months. A person should not be deemed ineligible for earned early discharge due to inability to pay for conditions of probation or for outstanding debt in the form of fines, costs, or restitution, as long as good faith efforts to make payments have been made. Discharge from probation would not relieve the probationer from outstanding restitution obligations.
 - The probation officer should notify the judge and prosecutor 30 days before the probationer will become eligible for earned early discharge.
 - A hearing should be required only in felony cases involving an individual victim and in assaultive misdemeanor cases. In those cases, the prosecutor must give the victim notice and an opportunity to be heard. In all other cases, the hearing should be at the discretion of the judge.
 - The eligible person should be discharged from probation unless denied by the court with an appropriate justification on the record.
- d. Mandating that any conditions of probation or parole be individualized and reasonably related to the assessed risks and needs of the person being supervised. Conditions ordered by the court or parole board, or otherwise imposed by a probation or parole agency, should not be unduly burdensome and should be adjusted when appropriate.

⁵² For the purposes of this policy change, technical violation should be defined as any violation of the terms of a probation order that is not: 1) A violation of a law of this state, a political subdivision of this state, another state, or the United States or of tribal law, whether charged as a new offense or not; this does not include use of a controlled substance for which the only evidence is the result of a drug test, and it does not include criminal contempt of court; 2) A violation of an order of the court requiring that the probationer have no contact with a named individual (i.e., violation of a personal protective order); or 3) Absconding, defined as the intentional failure of an individual on supervision to report to the supervising agent and to advise the supervising agent of their whereabouts for a continuous period of at least 60 days. (Note: this chapter-specific definition necessarily will differ from the definition of absconding in the pretrial context.)

Financial barriers to compliance

Recommendation 16: Address financial barriers to compliance.

Inability to pay for criminal justice fines and fees can lead to incarceration and other negative outcomes. Michigan has some protections in place to prevent the incarceration of people solely because of inability to pay legal financial obligations, but there are several ways protections could be strengthened. For example, courts do not currently determine ability to pay at sentencing, but rather only upon failure to make required payments.

Michigan statute also authorizes sheriffs to charge people held in jail for each day of their incarceration through “The Prisoner Reimbursement to the County Act,” including days spent in jail while unconvicted and presumed innocent. Though this amount is rarely collected, the debt itself can cause barriers to people’s reentry to their communities and the workforce after a jail term.

The Task Force recommends:

- a. Reducing fine amounts for civil infractions and requiring that individuals who are unable to afford a civil fine be offered an alternative such as community service.
- b. Requiring courts to determine a person’s ability to pay any fines and fees at the time of sentencing and at any hearing addressing the person’s failure to pay. When payment of fines and fees would cause undue hardship to the person and their dependents, courts should waive or modify the financial obligation and consider an alternative non-monetary sanction, such as community service.
- c. Encouraging courts utilizing payment plans to include debt forgiveness incentives to reward those who make consistent payments on legal financial obligations over a period of 12 months.
- d. Repealing “The Prisoner Reimbursement to the County Act,” which authorizes sheriffs to charge incarcerated individuals for each day of their incarceration. Or, alternatively, waiving fees upon determination of indigency, eliminate fees for the pretrial period of a person’s incarceration, and reduce the maximum daily charge that is authorized under the Act.

Victim services

Recommendation 17: Invest in services and supports for crime victims.

The experiences and perspectives of crime survivors and victim-serving professionals are essential to shaping effective policy change. The Task Force heard extensive testimony about the safety needs and the dearth of resources for crime victims during and after the formal criminal justice process, and hosted two roundtable discussions with victims, survivors, and their advocates. To improve public safety, the state must prioritize the *individual* safety of crime victims and invest in supportive services, law enforcement training, and protection order service and enforcement.

The Task Force recommends:

- a. Allocating significant funding to:
 - Help defray the costs of law enforcement serving personal protection orders when it is not safe for another person such as a friend or relative of the victim to serve it,
 - Expand training for law enforcement agencies in Forensic Experiential Trauma Interview (FETI) and other best practices for responding to calls related to domestic violence, and
 - Expand supportive services for crime victims and survivors separate from the criminal investigation and prosecution process, including counseling, shelter and transitional housing, and other survivor-centered services.
- b. Requiring that conditions of personal protection orders be entered into the Law Enforcement Information Network (LEIN), so officers have more information when encountering a person who is the subject of an active order.

- c. Directing a new or existing body to research and recommend policy changes that ensure the restitution process is transparent, efficient, and easy to navigate for victims and convicted people; and that restitution is further prioritized over the payment of other criminal justice fines and fees.

Data collection

Recommendation 18: Standardize criminal justice data collection and reporting.

Criminal justice data across the country, and in Michigan, often lack the level of detail and integration capabilities necessary to provide a comprehensive assessment of the system's performance and outcomes. This is especially true for criminal justice systems operating at the local-level, like courts and jails, which do not have uniform standards for capturing data and do not consistently report detailed information to a centralized body. To bring greater transparency to Michigan's criminal justice system and guide future decision-making and policy development, the state should improve the collection and reporting of criminal justice data across systems.

The Task Force recommends:

- Directing local and state criminal justice agencies to collect, record, and report data from arrest to disposition of a case, and through completion of any applicable sentence. The data collected should be accurate, comparable, and useful for monitoring the outcomes of statewide policy changes and should be made publicly available to the greatest extent possible while protecting the privacy of justice-involved individuals. To accomplish the necessary data improvements, a new or existing body should be directed to identify standards for collecting data and design a detailed plan for improving data collection and reporting.

Notes on recommendations

Task Force member Senator Runestad proposes that the following policies be given particular attention by the Legislature, regarding application to those with repeated criminal behavior: Recommendations 1(a), 2, 8(b), 9(a), 11(b), 15(a), and 16(a). The Senator also notes his objections to citations being issued in lieu of arrest for assaultive misdemeanors under Recommendation 3(a), to the threshold for non-financial conditions in Recommendation 9(a), and to Recommendation 14(c). Task Force member Representative Mueller notes his objections to automatic pre-arraignment release under Recommendation 8(b) and to parts of Recommendations 9 and 10. The Representative would also include a possible extension of the speedy trial timeline under Recommendation 12(a) for certain serious offenses.

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Advancement Project	Michigan Fraternal Order of Police
American Conservative Union	Michigan Judicial Institute
Americans for Prosperity	Michigan Liberation
American Friends Service Committee	Michigan Mental Health Diversion Council
The Bail Project	Michigan Professional Bail Agents Association
Before During and After Incarceration	Michigan Protection & Advocacy Services
Black Family Development Inc.	Michigan Public Health Institute
Center for Employment Opportunities	NAACP
Children's Advocacy Center of Kent County	Nation Outside
Christian Coalition	Northwest Initiative
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Detroit Justice Center	Right on Crime
Equality Michigan	Ruth Ellis Center
Faith in Action	Safe Harbor Child Advocacy Center
FORCE Detroit	Safe & Just Michigan
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Goodwill Street Outreach	Sheriffs for Trusting Communities
Harm Reduction Michigan	Sixth Amendment Center
Governor's Foundation Liaison	Smith Bonds & Surety
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Healing Communities of West Michigan	State Planning Body
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Data Sources and Methods

Criminal justice data across the country, and in Michigan, often lacks the level of detail and integration capabilities necessary to provide a comprehensive assessment of the system's performance and outcomes. This is especially true for courts and jails, which are most often operated at the local level, generally do not have uniform standards for capturing data, and report little or no data to a centralized body.

Despite these challenges, Michigan has made efforts to collect criminal justice information, and many sources of data exist that can provide important insights into how jails are being used and how their use has changed over time. This report relies on data from jails, courts, and law enforcement, captured at the national, state, and local levels. Most of these data sources were analyzed as stand-alone snapshots, but when possible, individuals were connected between datasets to capture a fuller picture of the criminal justice system as a whole.

Jail Data

Jails in Michigan

Like most other states, Michigan does not have a reliable source for centralized data on jail populations across the state,⁵³ so this report utilized jail data collected by the U.S. Department of Justice Bureau of Justice Statistics through the Census of Jails and Annual Survey of Jails when assessing the statewide jail population.

Beginning in 1970, the Census of Jails has asked each jail in the country for high-level information about its population every five to eight years; the most recent census was conducted in 2013. In non-census years, the Annual Survey of Jails asks a sample of jails across the country for similar information. The Bureau of Justice Statistics data was obtained via the Vera Institute of Justice's Incarceration Trends database and the National Archive of Criminal Justice Data at the Inter-university Consortium for Political and Social Research.⁵⁴ Information on the jail population before 1970 was obtained from the Bureau of Justice Statistics' *Historical Corrections Statistics in the United States, 1850 – 1984*.⁵⁵

The jail population reported is the average daily population for that year. The data also distinguishes 'unconvicted' and 'convicted' detainees. The 'convicted'

group includes probation or parole violators with no new sentence.

In years in which jails did not report data, or were not surveyed, data was interpolated based on the nearest reporting years. In three cases, extreme yearly population changes, likely reporting errors, were excluded and the nearest reporting years were used instead.

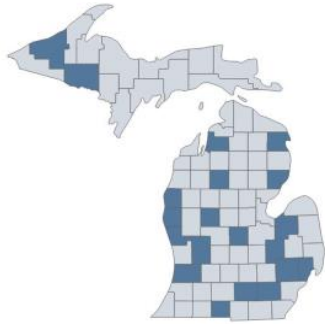
Sample of Jails in Michigan

To obtain information beyond that captured in the Census of Jails and Annual Survey of Jails, data was collected individually from a sample of jails across the state. The final sample included twenty jails and three years of jail data, amounting to just over 325,000 admissions. The twenty jails in the sample ranged in population size, were located in different regions across the state, and used different electronic software ('jail management systems') to track data. The data was reviewed with jail or IT staff to ensure accurate interpretation and Task Force staff focused on core components of the data that could be compared across facilities. The sample included Allegan, Alpena, Antrim, Branch, Genesee, Gratiot, Mason, Mecosta, Missaukee, Iosco, Iron, Jackson, Kent, Macomb, Muskegon, Oakland, Oceana, Ontonagon, Tuscola, and Washtenaw Counties.

⁵³ Over a decade ago the Michigan Department of Corrections led the development of a statewide database on jail information across the state through the Jail Population Information System. However, in recent years the data has not been relied upon for accurate representations across the state, in part due to inconsistent participation and unreliable definitions of data elements.

⁵⁴ Incarceration Trends data is accessible at https://github.com/vera-institute/incarceration_trends and the National Archive of Criminal Justice Data is accessible at <https://www.icpsr.umich.edu/icpsrweb/ICPSR/studies/37135>.

⁵⁵ The report is available at <https://www.bjs.gov/index.cfm?ty=pbdetail&iid=1318>.



Demographics

Basic demographic information was included in most of the data, specifically race and ethnicity, sex, and age (sometime calculated using date of birth). Certain categories of race and ethnicity were not analyzed because they were not captured across all facilities (e.g., Native American) or because staff were not confident they were being utilized appropriately at booking (e.g., Hispanic).

Age was available for 99 percent of admissions. Race and sex information was available for 91 percent of admissions, all but two counties. Those counties were therefore excluded when comparing race and sex in the jail data with the resident population of counties in the sample.

Offenses

Two types of coding systems were used by jails in the sample to identify charges associated with an admission to the jail: Michigan Incident Crime Reporting (MICR) codes, utilized by the Michigan State Police in tracking arrests and crime throughout the state, and Prosecuting Attorneys Coordinating Council (PACC) charge codes which correspond to Michigan Combined Law (MCL) statutes. Because these codes did not match up one-to-one, and because together they made up more than one thousand unique charges, the charges were grouped into broader offense categories for analysis. The following offense groups were used:

- *Assault* – Simple and aggravated assault, excluding any offenses referring domestic violence.
- *Breaking and Entering* – Burglary and breaking and entering offenses, with or without forced entry, in residences or non-residences.

- *Controlled Substance Violation, Delivery or Manufacture* – Delivering or manufacturing any controlled substance, possessing with intent to manufacture or deliver any controlled substance, or operating or maintaining a house or laboratory manufacturing any controlled substance.
- *Controlled Substance Violation, Possession or Use* – Possession or use of any amount of controlled substance (e.g., marijuana, cocaine, heroin).
- *Domestic Violence* – Assault or battery in which the victim has an intimate relationship, defined in MCL 750.81.⁵⁶
- *Driving Without Valid License* – Operating a vehicle without a license, with a suspended or revoked license, or without a license on person.
- *Friend of the Court* – Failure to pay child support or disorderly person charges related to non-support.
- *Habitual* – Charges related to repeat offenses under the habitual offender statute without the specific underlying charge noted.
- *Miscellaneous Arrest* – Category utilized in MICR codes for criminal charges not otherwise specified within the available codes. No other charges were categorized as miscellaneous.
- *Motor Vehicle Violation, Driving* – Motor vehicle violations that directly relate to the driving behavior, such as reckless driving and failing to stop after a collision.
- *Motor Vehicle Violation, Paperwork* – Motor vehicle violations that are not driving-related (excluding Driving Without Valid License), such as operating a vehicle without insurance or valid license plates and permit violations.
- *Nuisance* – Trespassing, disorderly person, vagrancy, prostitution, and solicitation offenses.
- *Obstruction of Justice* – Offenses including contempt of court and failure to appear, but excluding Obstruction of Police, described below.
- *Obstruction of Police* – Resisting and obstructing, disarming, or fleeing from any law enforcement of public officer.

⁵⁶ Offenses were only categorized as domestic violence if specified by the PACC or MICR code. It's likely that some domestic violence cases were captured as assault cases at booking. While there are specific codes for aggravated assaults of family members (1301, 1302, 1303), there are not specific codes for simple assault of a family member or intimate partner.

- *Other Person Offense* – Person offenses not otherwise specified among the offense groups, including armed robbery, stalking, child abuse, and criminal sexual conduct.
- *Other Property Offense* – Property offenses not otherwise specified among the offense groups, including malicious destruction of property, falsely possessing credit cards, and embezzlement.
- *Other Public Order Offense* – Public order offenses not otherwise specified among the offense groups, including falsely reporting crimes and interfering with electronic communication.
- *Operating Under the Influence* – Operating a vehicle (motor vehicle, boat, etc.) while under the influence of alcohol or drugs, including any illegal amount of blood alcohol content, and including first-time or repeat offenses. Also includes transporting open container violations.
- *Probation/Parole Violation* – Violations and revocations of probation or parole supervision, when another specific offense was not listed.
- *Release Violation* – Violating conditions of pretrial release, including protective orders or electronic monitoring devices, and fugitive charges.
- *Sex Offender Technical Violation* – Failing to register or comply with conditions of sex offender convictions.
- *Theft* – Retail fraud, larceny, motor vehicle theft, and stolen property offenses of all monetary values; includes first-time and repeat offenses.
- *Weapons Offense* – Illegally carrying, possessing, selling, using, or tampering with a firearm or other weapon.

Offense information was available for 89 percent of admissions. If multiple charges were associated with a single admission, the most serious offense was identified using the information available in the jail data.

To determine the most serious offense, felonies were ranked first, followed by misdemeanors and then civil infractions. This ranking categorized the majority of admissions, but if charges were still tied for seriousness, Person Offenses were ranked first (Domestic Violence, Assault, Other Person Offense), followed by Controlled Substance Violations (Delivery or Manufacture, Possession or Use), Property Offenses (Breaking & Entering, Theft, Other Property Offense), Public Safety

Offenses (Weapons, Operating Under the Influence, Driving Without a Valid License, Motor Vehicle Violations – Driving, Motor Vehicle Violations – Paperwork), Public Order Offenses (Obstruction of Police, Obstruction of Justice, Friend of the Court, Nuisance, Other Public Order Offenses), and Technical Offenses (Sex Offender Technical Violation, Probation/Parole Violation, Release Violation, Habitual Offense).

Crime class, indicating whether the offense was a misdemeanor, felony, or civil infraction, was available as a distinct data element. Because crime class was not always identifiable by the offense code (e.g., some Possession of Controlled Substance offense codes did not specify a substance amount), this analysis used the crime class element available in the data rather than inferring crime class from the MICR and PACC codes. Crime class was available for most admissions from all but six counties. In total, crime class was available for 74 percent of admissions in the sample.

Length of Stay

Length of stay was calculated as the difference between the date of admission and the date of release for a single booking into jail. Some individuals may have been admitted to jail multiple times for a single case, but length of stay as calculated captured the time of a single stay in jail. Individuals who were admitted and released to jail on the same day were considered to have stayed in jail “1 day or less.” Individuals identified in the data as serving their jail sentence across multiple weekends were counted were counted as a single admission and excluded from the length of stay analysis. This group accounted for approximately one percent of all admissions in the sample. Admissions that did not have a release date were excluded from the length of stay analysis. This group accounted for less than one percent of all admissions.

Jail Bed Days

The size of the jail population is a function of the number of people admitted to jail and their length of stay. One individual who stays in jail two day takes up two bed days. Two individuals who each stay in jail 30 days take up 60 bed days total. Jail bed days were calculated by multiplying the number of people admitted to jail by the number of days they stayed. Individuals who were admitted and released on the same day were considered to take up 1 bed day in the analysis.

Release Reason

A reason for release was available for 92 percent of the admissions in the sample (primarily unavailable for

Muskegon and Ontonagon Counties). Because jails in Michigan do not have uniform standards for tracking data, the release reasons that were provided differed in level of specificity and had to be grouped into broader categories for analysis of the full sample.

The categories created included Bonded Out, Sentence Served, and Released to Other Agency. Releases that Bonded Out included those released on cash or surety bonds or those released on personal recognizance. Sentence Served included those released from jail because they had completed serving their sentence or had been sentenced to time served. Released to Other Agency included those released to another jail, to a federal agency, or to the Michigan Department of Corrections. If there were multiple reasons listed for release (e.g., sentenced served for one offense, bonded out on another charge) the release reason that most likely drove the length of time in jail was recorded, using the following hierarchy: Released to Other Agency, Sentenced Served, Bonded Out. For example, if an individual served a sentence for one offense and bonded out on another, the release reason was recorded as Sentence Served because that sentence most likely determined the length of time the individual was in jail.

Approximately 22 percent of admissions could not be categorized because the reason provided was unclear or it did not fall into one of the specified categories (e.g., overcrowding release, dropped charges). These more specific reasons were not consistently tracked across jails and could not be analyzed for the full sample.

Frequent Utilizers

Inmate identification numbers were used to identify the number of times an individual was admitted to the jail during the sample period. This count only includes repeat admissions into the same facility, it does not capture cases where an individual may have been admitted to a different jail. Individuals serving their sentence over multiple weekends were only counted as a single admission.

Linking to Court Data

Most of the jail data did not have complete information from the court about the status of criminal charges. As a result, it was not possible to tell what portion of jail time was spent pretrial versus sentenced for people who were released after serving a sentence. To help identify that

distinction, the jail data was linked to court data using the personally identifiable information available in both data sets. Cases were considered a match if they had the same first and last name and date of birth, were sentenced within the same county that they were jailed and the sentence date lined up with their jail stay. In all, about 35,000 admissions that were released from jail after completing their sentence were linked to the court data.

Urbanicity

Counties were classified using categorizations created by the Vera Institute of Justice for research on jail populations across the United States.⁵⁷ The classification categories were modified from the National Center for Health Statistics' *Urban-Rural Classification Scheme* and are based on U.S. Census Bureau population data.⁵⁸

- *Urban* – One of the core counties of a metropolitan area with one million or more people: Kent, Wayne (2)
- *Suburban* – Counties within the surrounding Urban area: Barry, Lapeer, Livingston, Macomb, Montcalm, Oakland, Ottawa, St. Clair (8)
- *Small/mid* – Counties with medium and small metro areas: Bay, Berrien, Calhoun, Cass, Clinton, Eaton, Genesee, Ingham, Jackson, Kalamazoo, Midland, Monroe, Muskegon, Saginaw, Van Buren, Washtenaw (16)
- *Rural* – Counties of less than 50,000 (micropolitan) and non-core areas: Alcona, Alger, Allegan, Alpena, Antrim, Arenac, Baraga, Benzie, Branch, Charlevoix, Cheboygan, Chippewa, Clare, Crawford, Delta, Dickinson, Emmet, Gladwin, Gogebic, Grand Traverse, Gratiot, Hillsdale, Houghton, Huron, Ionia, Iosco, Iron, Isabella, Kalkaska, Keweenaw, Lake, Leelanau, Lenawee, Luce, Mackinac, Manistee, Marquette, Mason, Mecosta, Menominee, Missaukee, Montmorency, Newaygo, Oceana, Ogemaw, Ontonagon, Osceola, Oscoda, Otsego, Presque Isle, Roscommon, Sanilac, Schoolcraft, Shiawassee, St. Joseph, Tuscola, Wexford (57)

Mental Health

The Wayne State University Center for Behavior Health and Justice (the Center) has studied the prevalence of mental illness and substance misuse in Michigan's jail population. On behalf of the Michigan Mental Health

⁵⁷ See Vera Institute of Justice, *Out of Sight: The Growth of Jails in Rural America* (2017).

⁵⁸ See U.S. Department of Health and Human Services, Vital Health Statistics 2, no.166. *2013 NCHS Urban–Rural Classification Scheme for Counties* (2014).

Diversion Council, the Center piloted systematic screenings for Serious Mental Illness (SMI) in ten jails across the state using the Kessler 6 (K6) between 2015 and 2019. In 2019, almost 4,000 admissions to jail were screened using the K6 and analyzed to determine the prevalence of SMI in Michigan's jails (a cut-off score of 9 was used to define SMI). Overall, 23 percent of people admitted met the threshold for SMI, but the share varied depending on the population size of the county – jails in metropolitan counties had a prevalence of 21 percent, urban counties 19 percent, and rural counties 34 percent. Analysis of over 1,000 screened admissions in 2017 found that individuals that met the threshold for SMI spent 14 more days in jail than those who did not meet the SMI threshold, even when controlling for offense type. The prevalence of serious mental illness for Michigan's general population was assessed by the Substance Abuse and Mental Health Services Administration and reported in *Behavioral Health Barometer, Michigan, Volume 5*. The prevalence is the annual average during 2013-2017 for adults 18 and older.⁵⁹

Arrest Data

The Michigan State Police compiles statewide data on arrests from approximately 600 police and sheriffs' departments. Since 2008, the state has used incident-based crime reporting, which tracks a greater number of individual offenses and information than the FBI's Uniform Crime Reporting (UCR) Program.

The arrest data track "arrest events" which include people arrested on warrants (Warrant Arrests), people arrested when law enforcement observe a violation of the law (On-View Arrests), and people who are issued a citation or a summons to court in lieu of an arrest (Citations). Like the UCR Program, the data captures one arrest event for each separate instance a person is arrested, cited, or summoned. An arrest event could involve multiple criminal charges for the person being taken into custody. Like the UCR Program, if there are multiple offenses associated with an arrest, Michigan's data captures the most serious charge.

A citation, also called an appearance ticket, involves directing a person to appear in court on a specific date. In Michigan, officers can use citations instead of making an arrest only for misdemeanors that are punishable by 93 days or less, with some exclusions. This data does not include most traffic violations, such as driving with a

suspended license, which are citable offenses in Michigan. The Task Force heard from law enforcement that traffic violations are frequently cited, so if they were included in the data the share of citations issued would be higher.

Between 2008 and 2018, new charges were added to the list of arrest codes specifying additional types of Operating Under the Influence. These new charges were collapsed into a broader group to ensure consistent comparison across years. As referred to in this report, Operating Under the Influence includes Driving with BAC > 0.08 and "Super Drunk Driving" (BAC > 0.17).

Court Data

Judicial Data Warehouse

The Michigan Supreme Court, through the State Court Administrative Office (SCAO), established the statewide Michigan Judicial Data Warehouse (JDW). The JDW is the state's central electronic repository for court records in civil and criminal cases, with nearly all courts across the state reporting to the database. In 2018, the JDW contained 97 percent of criminal cases reported by local courts.

The JDW was used to analyze misdemeanor sentence length, disposition, and days credited to an individual's sentence, or "jail credit." According to statute, a judge will credit to an individual's sentence any days served in jail prior to sentencing. In the analysis of jail credit, cases were considered "Sentenced to Time Served" if the days of jail credit were equal to the number of days sentenced to jail. Sentence information for cases filed in 2018 was available for 90 percent of expected cases (i.e. cases disposed as guilty).

The JDW holds charges identified through Prosecuting Attorneys Coordinating Council (PACC) codes, Secretary of State (SOS) codes, and local ordinances. These codes and associated descriptions amounted to thousands of unique charges, 88 percent of which were identified for analysis.

Traffic violations were identified as all criminal offenses falling under the Motor Vehicle Code (Chapter 257 of the Michigan Compiled Laws) and driving violations under the Insurance Code (specifically, MCL 500.3101). This category included offenses such as Driving with a Suspended License and Driving Without Insurance; it did not include Operating Under the Influence offenses. To

⁵⁹ Substance Abuse and Mental Health Services Administration, *Behavioral Health Barometer, Michigan, Volume 5* (2019). Available at <https://store.samhsa.gov/product/Behavioral-Health-Barometer-Volume-5/sma19-Baro-17-US>.

identify traffic violations when there were multiple charges associated with a case (occurring in approximately 20 percent of cases) the most serious offense was identified before conducting analyses. The most serious offense was determined by first ranking felony charges before misdemeanors, and then ranking by seriousness of the charge, according to the hierarchy Person Offenses, Controlled Substance Offenses, Property Offenses, Weapons Offenses, Operating Under the Influence, and Traffic Violations.

OMNI Data (Felony sentencing data)

The Michigan Department of Corrections (MDOC) compiles data on felony case dispositions and sentences across the state in the Offender Management Network Information system (OMNI). This includes the results of presentence investigations, conducted for every felony conviction by MDOC staff to aid judges at sentencing.

Analyses were conducted at the level of sentencing events, or all offenses that an individual was sentenced for on a single day. When sentencing events included multiple offenses or dispositions, the most serious disposition was used. The most serious disposition was determined using the sequencing outlined in MDOC's 2018 Statistical Report: Prison, Jail and Probation, Jail, Probation, Other. If the disposition types were the same, the disposition with the longest minimum term was reported, and if the dispositions were still equal, then the disposition with the longest maximum term was reported.

The available data accounted for 89 percent of all felony convictions in the state, and excluded convictions statutorily sealed from public records (e.g., HYTA sentences). Felony sentencing data was used to analyze sentence length and jail credit but was not used to report the number of felonies sentenced to jail. Total felonies

sentenced to jail was reported in MDOC's 2018 Statistical Report and included all felony convictions.⁶⁰

County Budget Data

Counties in Michigan report budget information to the state using the F-65 form, Annual Financial Report. The Michigan Department of Treasury makes some county budget data available through the Michigan Community Financial Dashboard, and this publicly available data was analyzed.⁶¹ Counties report expenses by fund, subcategory, and general expense description, but the reported information may not include the level of detail counties use on their individual charts of accounts.

Resident Population Data

The U.S. Census Bureau releases annual resident population estimates at the state and county level by race, ethnicity, age, and sex. The population estimates are for July 1st of each year and are based on the Census 2000 and Census 2010 counts. In collaboration with the National Center for Health Statistics, an online database of population estimates is publicly available and was used in this report.⁶²

Crime Data

The Federal Bureau of Investigation's Uniform Crime Reporting (UCR) Program tracks reported property and violent crimes from law enforcement agencies across the country and is made publicly available.⁶³

The crime rate is calculated as the number of crimes per 100,000 residents. In the UCR data, violent crime includes murder, nonnegligent manslaughter, rape, robbery, and aggravated assault, and property crime includes burglary, larceny-theft, motor vehicle theft, and arson. Non-violent and non-property crimes (such as controlled substance offenses) are not reported.

⁶⁰ Michigan Department of Corrections, *2018 Statistical Report* (2019) <https://www.michigan.gov/corrections/0,4551,7-119-1441---,00.html>.

⁶¹ The data is accessible at <https://micommunityfinancials.michigan.gov/#/dashboard/COUNTY/?lat=44.731431779455505&lng=-83.018211069625&zoom=5>.

⁶² The data is accessible at <https://wonder.cdc.gov/>.

⁶³ The data is accessible at <https://ucr.fbi.gov/crime-in-the-u.s.>

Research References

The below studies were cited in the section of this report titled *Is jail an effective intervention?*

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REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler
DATE: March 3, 2020
SUBJECT: Traffic Control Orders

DESCRIPTION:

Traffic Control Orders

SUMMARY:

Per the Uniform Traffic Code (R28.1153) and City Code (§10-32), the City Manager has the authority to regulate traffic via issuance of Traffic Control Orders. Those orders are temporary for a period of 90 days until they are approved by City Council and filed with the Clerk. Residential Permit Parking program TCOs automatically become permanent under §102-101.

Attached are Traffic Control Orders 2019-20 through 2019-30 for Council's consideration and approval. TCOs 20, 22, 23, and 26 are incomplete due to lead times on signage and staffing/weather; 25 is partially complete; 21, 28, and 30 have been completed.

RECOMMENDED ACTION: Approval

ATTACHMENTS: TCO 2019-20, add handicap placard parking in Downtown, 10/22/2019
TCO 2019-21, add handicap placard parking in Depot Town, 10/22/2019
TCO 2019-22, add handicap placard parking in West Cross, 10/22/2019
TCO 2019-23, change to on-street parking timing in Depot Town, 11/21/2019
TCO 2019-24, work order for painting no parking zones (per state law) in Depot Town, 11/21/2019
TCO 2019-25, addition of fire lane at Freighthouse, 11/21/2019
TCO 2019-26, change to Freighthouse lot parking lot timing, 11/21/2019
TCO 2019-28, change to Ballard Parking Lot timing/restrictions, 11/21/2019
TCO 2019-30, remove 2-hour parking on Woodward between Adams & Hamilton, 11/27/2019

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-058
February 25, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Traffic Review Committee has reviewed several traffic control requests and made appropriate recommendations based on best practices, City ordinance, and City policy; and

WHEREAS, the City Council reviewed and approved policy direction for parking system changes in Downtown, Depot Town, and West Cross; and

WHEREAS, the Traffic Review Committee reviewed and recommended a public request to remove obsolete time-limited signage on Woodward; and

WHEREAS, the City Manager has seen fit to issue temporary Traffic Control Orders 2019-20, 21, 22, 23, 24, 25, 26, 28, and 30 based on said recommendations; and

WHEREAS, the City Manager recommends City Council provide final approval for the Traffic Control Orders listed above.

NOW THEREFORE BE IT RESOLVED, THAT the City Council hereby approves Traffic Control Orders as listed and adopts an ordinance entitled 2019 Winter Traffic Control Orders 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 25 day of February 2020

#Resolution No. 2020-058



Ordinance No. 1356

An Ordinance Entitled "2019 WINTER TRAFFIC CONTROL ORDERS"

THE CITY OF YPSILANTI ORDAINS:

That the following Traffic Control Orders be made permanent:

- 2019-20, add 8 on-street handicap placard parking spaces in Downtown
- 2019-21, add 4 on-street handicap placard parking spaces in Depot Town
- 2019-22, add 3 on-street handicap placard parking spaces in West Cross
- 2019-23, change to on-street parking timing in Depot Town to a uniform 2 hour parking, 10a-7p, Mon-Sat.
- 2019-24, work order for painting no parking zones (per state law) in Depot Town
- 2019-25, addition of fire lane and loading zones at the Freighthouse lot
- 2019-26, change to Freighthouse lot parking lot timing to 3-hour parking, 10a-7p, Mon-Sat
- 2019-28, change to Ballard Parking Lot timing/restrictions
- 2019-30, remove 2-hour parking on Woodward between Adams & Hamilton

MADE, PASSED, AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____ DAY OF _____, 2020

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 _____, 2020.

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 _____, 2020.

Andrew Hellenga, City Clerk

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



CITY OF YPSILANTI TRAFFIC CONTROL ORDER

DATE: October 22, 2019

ORDER NO: 2019-020

LOCATION: Downtown; West Michigan Ave & Pearl St

ORDER: Sign and stripe 8 on-street handicap spaces in the Downtown Central Business District as follows/on attached map:

- One on each side (N/S) of each of the 100, 200, and 300 blocks of West Michigan, each shall be the "first" spot in the parking aisle (total: 6 spaces)
- One on each side (N/S) of the 100 block of Pearl, to be located as close as practical to sidewalk access. (total: two spaces)

REASON: See Council Resolution 2019-240 & accompanying documentation

Approved by:

Prepared by:

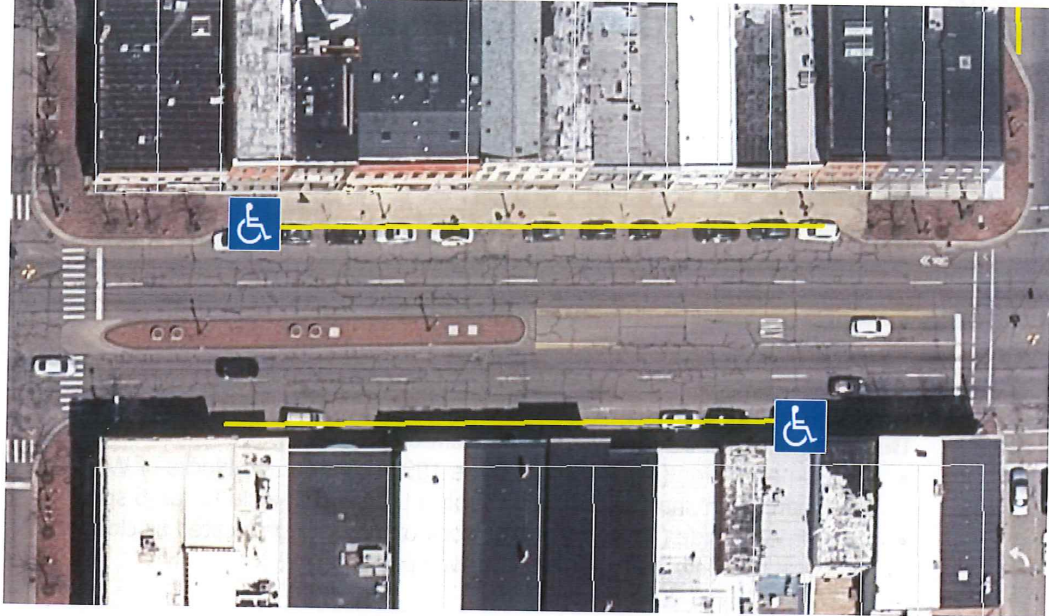
Bonnie Wessler

Date Completed: _____

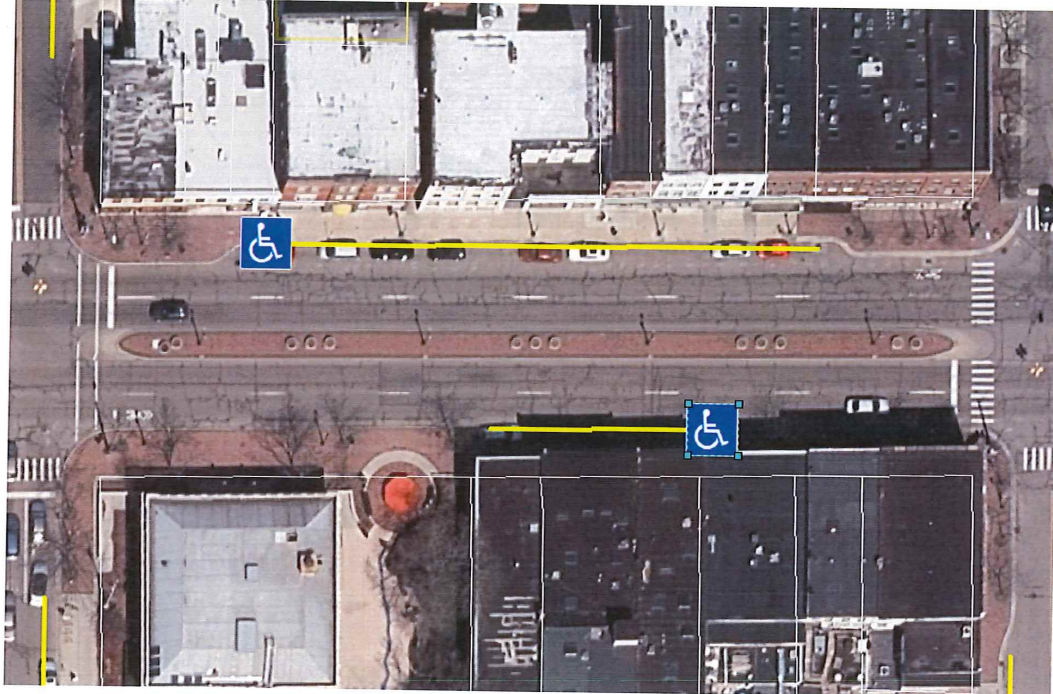
By: _____

cc: Ron Akers, DPS
Andrew Hellenga, Clerk/Treasurer
Tony DeGuisti, YPD
Ken Hobbs, YFD
Bonnie Wessler, DPS
Chris Jacobs, YDDA

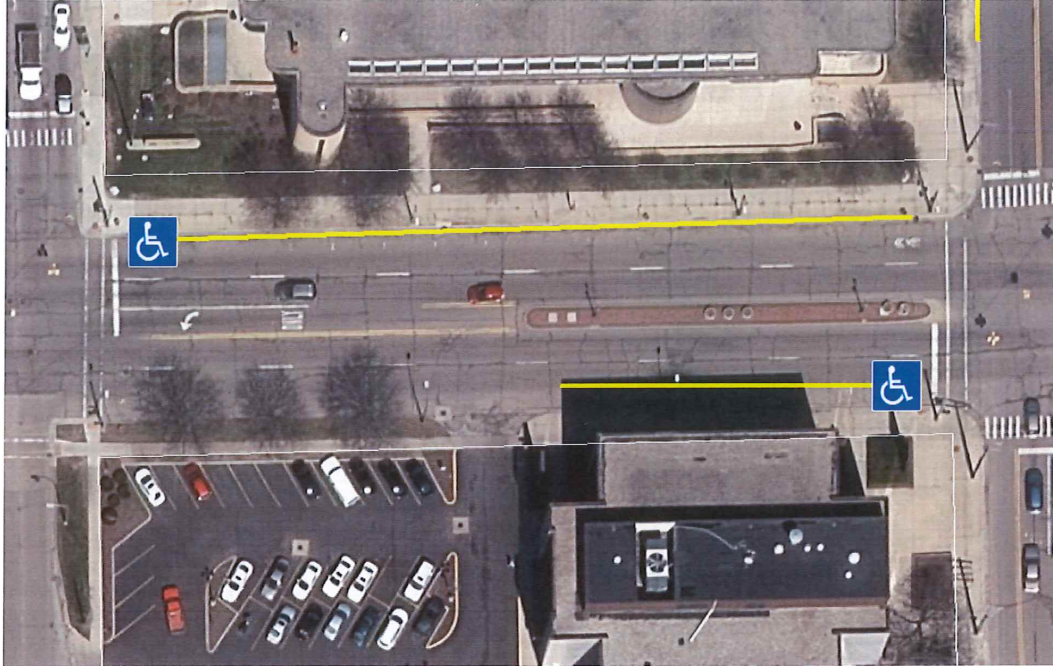
100 block of West Michigan:



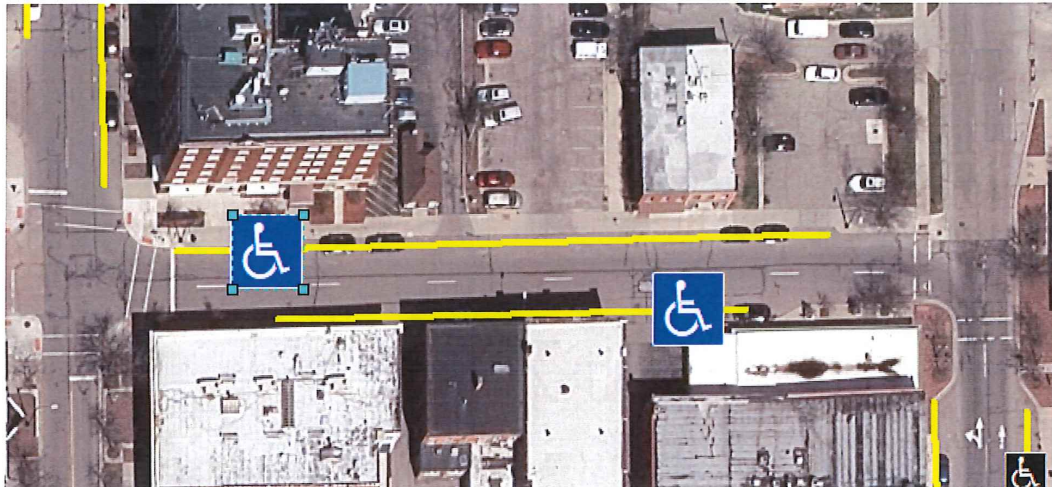
200 block West Michigan



300 block West Michigan



100 block Pearl





CITY OF YPSILANTI TRAFFIC CONTROL ORDER

DATE: October 22, 2019

ORDER NO: 2019-021

LOCATION: Depot Town: Maple, River, E Cross

ORDER: Sign and stripe 4 on-street handicap spaces in the Depot Town Central Business District as follows/on attached map:

- One on E Cross, on the north side of the street between Ninde and the clocktower
- One on the east side of North River, north of the Photo St crosswalk
- One on the west side of North River, south of Photo St;
- One on E Cross, in front of 100 E Cross, as close as practicable to sidewalk access

Remove signage for two existing on-street handicap spaces on Maple west of River.

REASON: See Council Resolution 2019-240 & accompanying documentation

Approved by

Prepared by

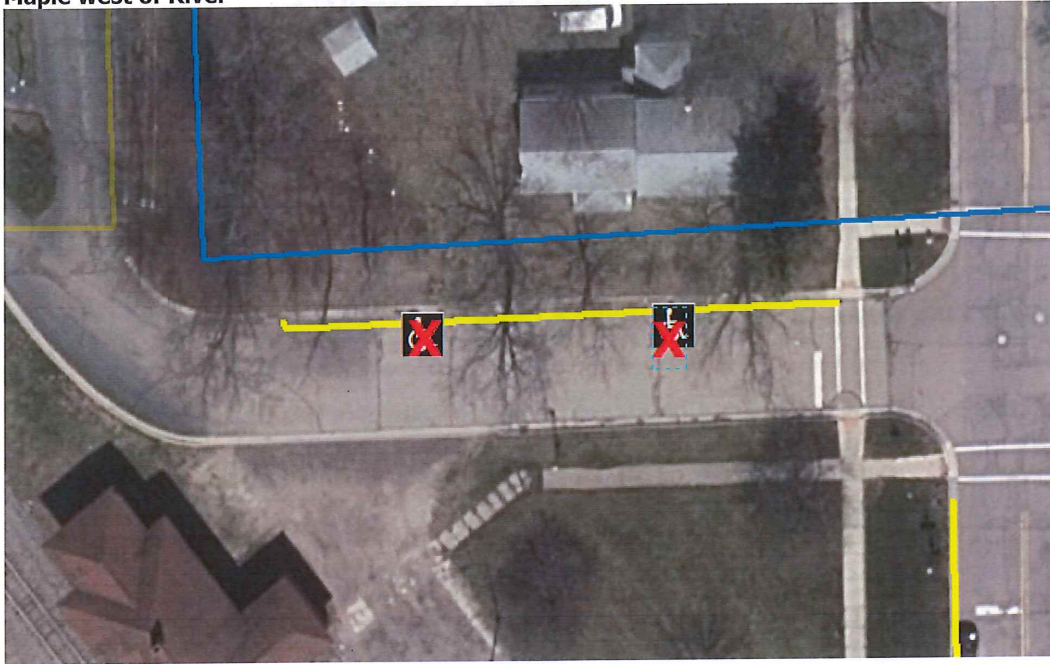
Bonnie Wessler

Date Completed: _____

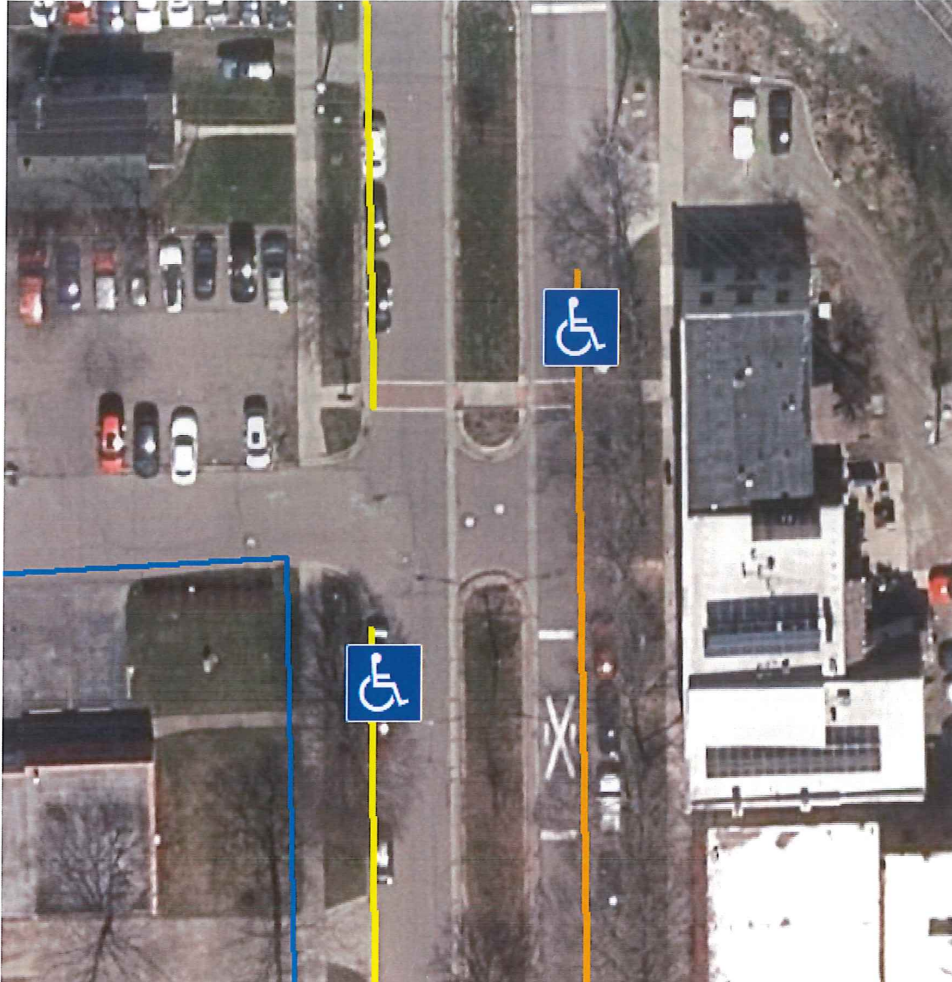
By: _____

cc: Ron Akers, DPS
Andrew Hellenga, Clerk/Treasurer
Tony DeGuisti, YPD
Ken Hobbs, YFD
Bonnie Wessler, DPS
Chris Jacobs, YDDA

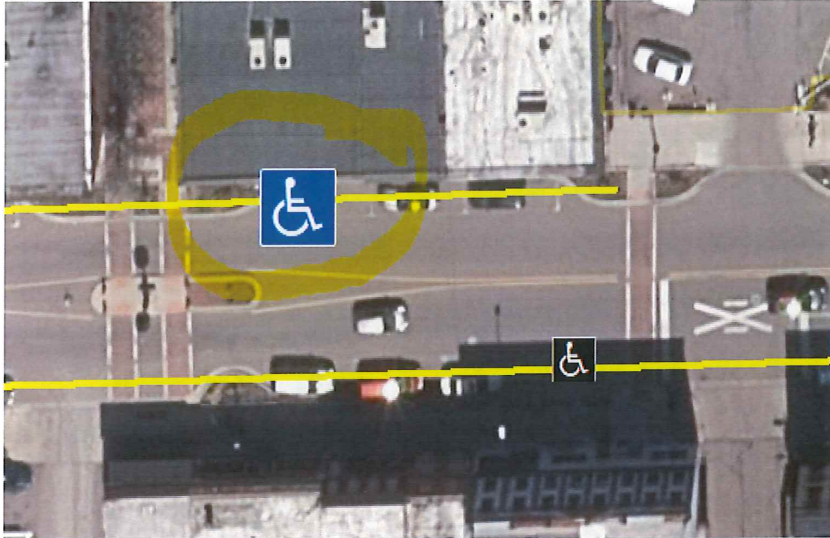
Maple west of River



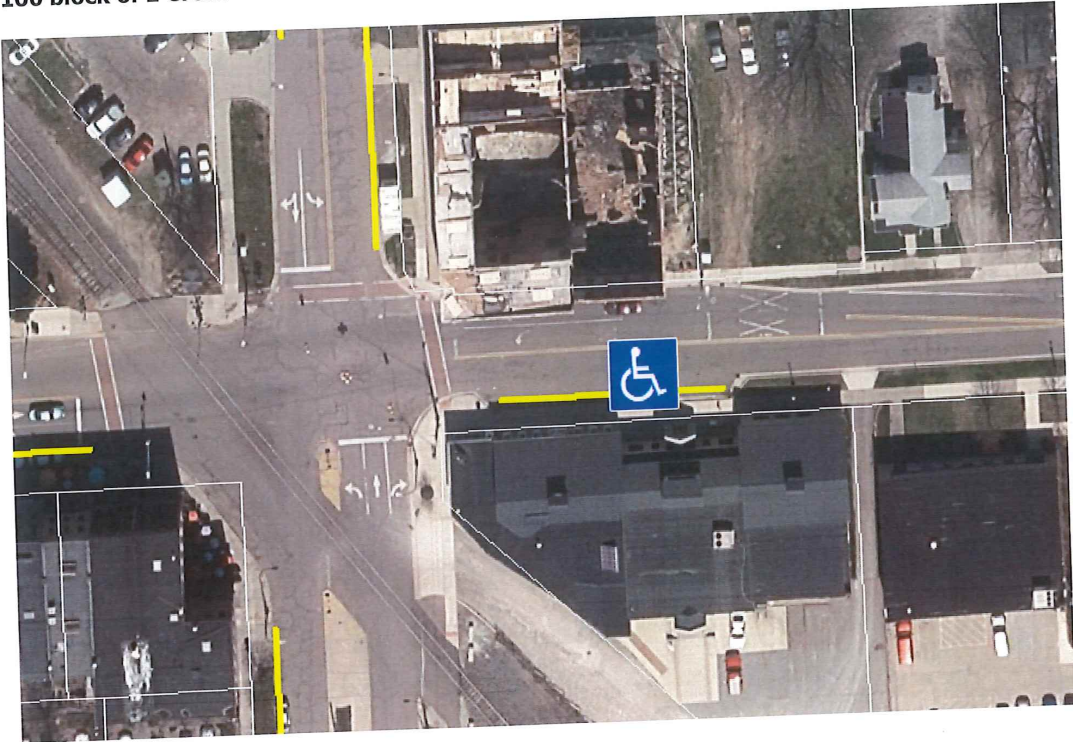
300 block of North River:



50 block of East Cross



100 block of E Cross





CITY OF YPSILANTI TRAFFIC CONTROL ORDER

DATE: October 22, 2019

ORDER NO: 2019-022

LOCATION: West Cross Business District: College Place

ORDER: Sign and stripe 3 on-street handicap spaces in the West Cross Central Business District as follows/on attached map:

- One on West Cross, just east of the midblock driveway, approximately in front of 717 W Cross
- One on College Place south of West Cross, just north of the alley
- One on the west side of College Place north of West Cross, just north of West Cross

REASON: See Council Resolution 2019-240 & accompanying documentation

Approved by:

Prepared by:

Bonnie Wessler

Date Completed: _____

By: _____

cc: Ron Akers, DPS
Andrew Hellenga, Clerk/Treasurer
Tony DeGuisti, YPD
Ken Hobbs, YFD
Bonnie Wessler, DPS
Chris Jacobs, YDDA





CITY OF YPSILANTI TRAFFIC CONTROL ORDER

DATE: November 21, 2019

ORDER NO: 2019-023

LOCATION: Depot Town Business District: E Cross, N River

ORDER: Replace 5 "2-hour parking" signs on East Cross from the Huron River to River St with "2 hour parking, 10a-7p, Mon-Sat" signage.

Replace 2 "2-hour parking" signs on west side of 300 block N River with "2 hour parking, 10a-7p, Mon-Sat" signage.

See attached list for approximate locations.

REASON: See Council Resolution 2019-240 & accompanying documentation

Approved by

Frances McMahon, City Manager

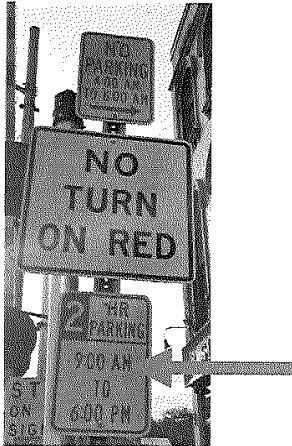
Prepared by: Bonnie Wessler

Date Completed: _____

By: _____

cc: Ron Akers, DPS
Andrew Hellenga, Clerk
Tony DeGuisti, YPD
Ken Hobbs, YFD
Bonnie Wessler, DPS
Chris Jacobs, YDDA

South Side E Cross



52 E Cross



West of Ninde



Clocktower Crosswalk



4 E Cross

North Side E Cross



17 E Cross St

N River



311 N River / North of Photo



South of RR crossing, north of Sidetrack parking entrance



CITY OF YPSILANTI TRAFFIC CONTROL ORDER

DATE: November 21, 2019

ORDER NO: 2019-024

LOCATION: Depot Town Business District: West side of 300 block N River

ORDER: Paint curb red within 15' of fire hydrant north of 315 N River, indicating no parking.

Paint curb red along south-west corner of River/Cross/railroad intersection, indicating no parking, within 50' of the railroad, currently painted yellow

See attached list for approximate locations.

REASON: See Council Resolution 2019-240 & accompanying documentation

Approved by:

[Redacted Signature]

Frances McMullan, City Manager

Prepared by: Bonnie Wessler

Date Completed: _____

By: _____

cc: Ron Akers, DPS
Andrew Hellenga, Clerk
Tony DeGuisti, YPD
Ken Hobbs, YFD
Bonnie Wessler, DPS
Chris Jacobs, YDDA





CITY OF YPSILANTI TRAFFIC CONTROL ORDER

DATE: November 21, 2019

ORDER NO: 2019-025

LOCATION: Depot Town Business District: Freighthouse lot

ORDER: Place "no parking, fire lane" signage with "tow-away" graphic placards adjacent to Freighthouse deck.

Paint curb red adjacent to Freighthouse deck, indicating no parking, as weather allows.

Place "no parking, loading dock" signage with "tow-away" graphic placards adjacent to Freighthouse loading dock.

Stripe area in front of loading dock with yellow stripes, as weather allows.

Remove or paint over with grey the yellow curb paint across Market St from Freighthouse

See attached map for approximate locations.

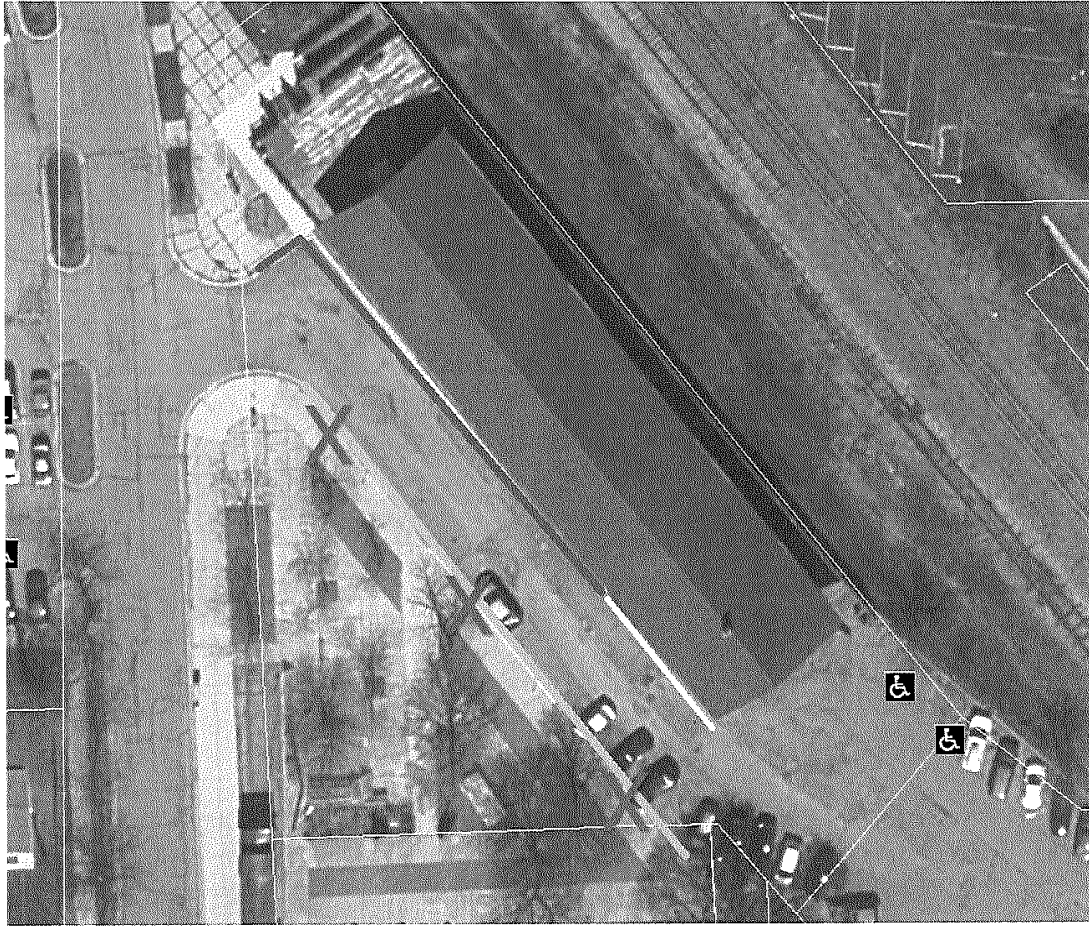
REASON: See Council Resolution 2019-240 & accompanying documentation

Approved by: 
Frances McMullan, City Manager

Prepared by: Bonnie Wessler

Date Completed: _____ By: _____

cc: Ron Akers, DPS
Andrew Hellenga, Clerk/Treasurer
Tony DeGuisti, YPD
Ken Hobbs, YFD
Bonnie Wessler, DPS
Chris Jacobs, YDDA





CITY OF YPSILANTI TRAFFIC CONTROL ORDER

DATE: November 21, 2019

ORDER NO: 2019-026

LOCATION: Depot Town Business District: Freighthouse lot new hours and new signage

ORDER: Replace existing 2-hour parking signage in the Market St/Freighthouse Lot with 3 hour parking, 10a-7p, Mon-Sat parking signage, for those signs with posts within the lot/fenced area (5 signs)

Remove parking signage and posts that are adjacent to and outside the lot/fenced area; replace with similarly-located 3-hour signage as above, mounted to fence (match existing) (1 sign)

Remove "no parking anytime" with right arrow sign & post adjacent to Aubree's building; relocate one space north (1 sign)

Remove "Parking (right arrow)" directional sign from lightpole (1 sign)

See attached map for approximate locations.

REASON: See Council Resolution 2019-240 & accompanying documentation

Approved by:

Frances McMullan, City Manager

Prepared by: Bonnie Wessler

Date Completed: _____

By: _____

cc: Ron Akers, DPS
Andrew Hellenga, Clerk/Treasurer
Tony DeGuisti, YPD
Ken Hobbs, YFD
Bonnie Wessler, DPS
Chris Jacobs, YDDA

Signage to replace (examples)



Signage to Relocate



Signage to Remove





**CITY OF YPSILANTI
TRAFFIC CONTROL ORDER**

DATE: November 21, 2019

ORDER NO: 2019-028

LOCATION: West Cross Business District: Meter removal Ballard lot

ORDER: Remove meters and posts from Ballard Street Lot.

Remove "employee permit parking only" signs (approx. 3)

Install "Free Public Parking" and "Permit Parking Only 2a-6a" signs at entrance, facing Ballard.

REASON: See Council Resolution 2019-240 & accompanying documentation

Approved by:

Frances McMullan, City Manager

Prepared by: Bonnie Wessler

Date Completed: _____

By: _____

cc: Ron Akers, DPS
Andrew Hellenga, Clerk
Tony DeGuisti, YPD
Ken Hobbs, YFD
Bonnie Wessler, DPS
Chris Jacobs, YDDA



**CITY OF YPSILANTI
TRAFFIC CONTROL ORDER**

DATE: November 27, 2019

ORDER NO: 2019-030

LOCATION: Woodward between Adams and Hamilton

ORDER: Remove "2-hour parking" signage on north and south side of street

REASON: 2-hour parking signage was associated with business at the corner of Woodward & Hamilton that has been closed since 2008.

Approved by: 
Frances McMullan, City Manager

Prepared by: Bonnie Wessler

Date Completed: _____

By: _____

cc: Ron Akers, DPS
Andrew Hellenga, Clerk
Tony DeGuisti, YPD
Ken Hobbs, YFD
Bonnie Wessler, DPS
Chris Jacobs, YDDA



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: March 3, 2020
Michigan Department of Transportation Contract No. 19-5640 for the full depth reconstruction of W. Cross Street from Courland Street easterly to
SUBJECT: Wallace Boulevard.

DESCRIPTION:

Michigan Department of Transportation Contract No. 19-5640 for the full depth reconstruction of W. Cross Street from Courland Street easterly to Wallace Boulevard.

SUMMARY:

Urban funding has been programmed in the Washtenaw County Transportation Improvement Program for the full depth reconstruction of W. Cross Street from Courland Street easterly to Wallace Boulevard. The proposed scope of work includes hot mix asphalt (HMA) pavement full-depth reconstruction, concrete sidewalk ramp, concrete curb and gutter, storm sewer, pavement marking work, and all other necessary related work.

The total project cost was originally estimated at \$1,483,032 with \$952,100 being covered by Federal funds. The City's and YCUA's estimated share will be \$525,700 with approximately \$300,000 of that being covered by YCUA for water main replacement. MDOT conducted the bid opening for this project and the bids came in 8.63% higher than what was estimated at \$1,609,997.12. We have not been provided the bid tabulations as of writing this RFL so at this time we are unable to determine the causes of the higher bid, but we will make that determination and revise our projections accordingly. DPS staff will also be working with YCUA to draft a reimbursement contract which will come before Council at one of the next few meetings.

The FY 2019-20 budget has listed in it \$100,000 for Construction and \$100,000 for Construction Engineering. The project will likely begin in around mid-June after school gets out so funds will be carried over to the FY 2020-21 budget. It is estimated that the construction costs to the City will be close to \$300,000 - \$350,000 and the construction engineering will be close to \$100,000. These funds will be taken out of the Major Streets fund (#202-7-9063-XXX-XX).

This contract has been reviewed by our City Attorney and has been approved to form.

RECOMMENDED ACTION:

Staff recommends City Council authorize the Mayor and the City Clerk to execute the contract between the City of Ypsilanti and the Michigan Department of Transportation for the full depth reconstruction of W. Cross between Courtland and Wallace.

ATTACHMENTS: MDOT Contract #19-5640, engineer's estimate

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-059
March 3, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Urban funding has been programmed in the Washtenaw County Transportation Improvement Program for the road reconstruction of W. Cross Street between Courtland and Wallace; and,

WHEREAS, the Michigan Department of Transportation has received bids for this project in which the scope of work includes hot mix asphalt (HMA) pavement full-depth reconstruction, concrete sidewalk ramp, concrete curb and gutter, storm sewer, pavement marking work, and all other necessary related work; and,

WHEREAS, it is necessary to enter into a contract with the Michigan Department of Transportation for the implementation of this project; and,

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti City Council approves the Michigan Department of Transportation Contract No. 19-5640; and

THAT the Mayor and City Clerk are authorized to sign this contract, subject to approval by the City Attorney, to facilitate completion of this work and any change orders shall be approved by the City Manager.

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 3 day of March 2020

#Resolution No. 2020-059

STP

DA

Control Section	STU 81000
Job Number	203583CON
Project	20A0(188)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	19-5640

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF YPSILANTI, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Ypsilanti Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated December 30, 2019, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt pavement full-depth reconstruction work along West Cross Street from Courtland Street easterly to Wallace Boulevard; including concrete sidewalk ramp, concrete curb and gutter, storm sewer, and pavement marking work; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Water main upgrade, audio-visual survey, and parking work within the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

09/06/90 STP.FOR 12/30/19

1

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 365.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 *et seq.* and MCL 324.21323a *et seq.* The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation

with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself 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.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

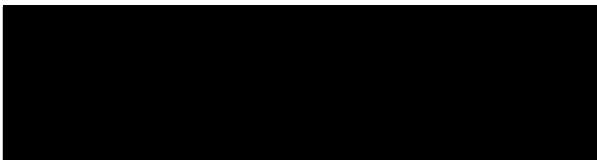
CITY OF YPSILANTI

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



December 30, 2019

EXHIBIT I

CONTROL SECTION	STU 81000
JOB NUMBER	203583CON
PROJECT	20A0(188)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$1,163,200	\$314,600	\$1,477,800

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,163,200	\$314,600	\$1,477,800
Less Federal Funds	<u>\$ 952,100</u>	<u>\$ -0-</u>	<u>\$ 952,100</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 211,100	\$314,600	\$ 525,700

NO DEPOSIT

09/06/90 STP.FOR 12/30/19

8

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

03-15-93

1

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.**
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.**
 - 1. Engineering**
 - a. FAPG (6012.1): Preliminary Engineering**
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts**
 - c. FAPG (23 CFR 635A): Contract Procedures**
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs**
 - 2. Construction**
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims**
 - b. FAPG (23 CFR 140B): Construction Engineering Costs**
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies**
 - d. FAPG (23 CFR 635A): Contract Procedures**
 - e. FAPG (23 CFR 635B): Force Account Construction**
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement**

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments-Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III
ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, 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 shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY 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 the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).
- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.
- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts 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 the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
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 B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

4. . . .
6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

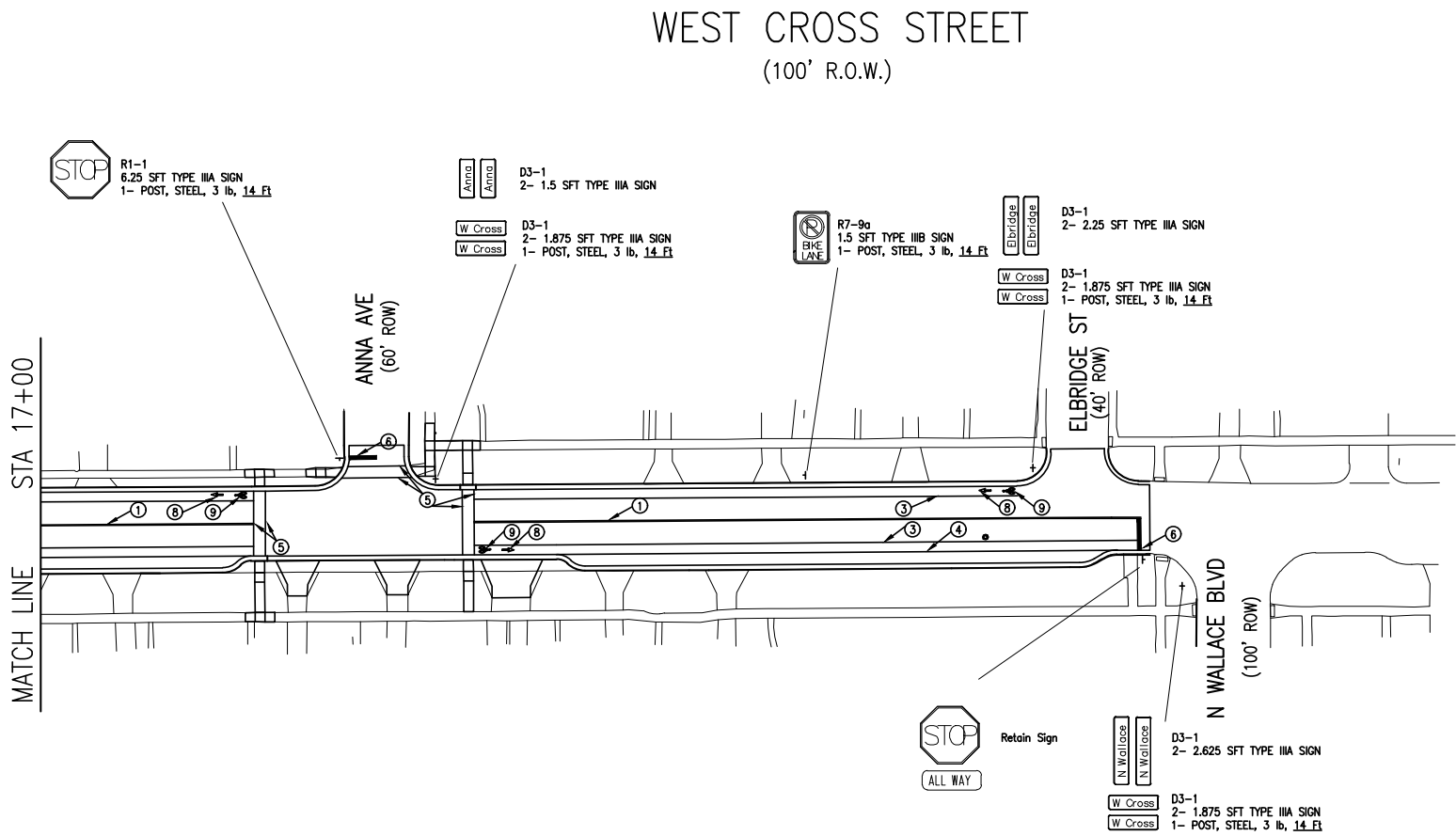


- ① PAVT MRKG, POLYUREA, 4 INCH, YELLOW
DOUBLE SOLID LINES, 1' CENTER TO CENTER
- ② PAVT MRKG, POLYUREA, 4 INCH, YELLOW
SOLID LINE WITH BROKEN LINE ON INSIDE, 1' CENTER TO CENTER
- ③ PAVT MRKG, POLYUREA 6 INCH, WHITE
- ④ PAVT MRKG, POLYUREA 4 INCH, WHITE
- ⑤ PAVT MRKG, POLYUREA 6 INCH, CROSSWALK
- ⑥ PAVT MRKG, POLYUREA 24 INCH, STOP BAR
- ⑦ PAVT MRKG, ONLY COLD PLASTIC, SCHOOL
- ⑧ PAVT MRKG, ONLY COLD PLASTIC, DIRECTION ARROW SYMBOL, BIKE
- ⑨ PAVT MRKG, ONLY COLD PLASTIC, BIKE
- ⑩ REBOUNDABLE DELINEATOR
- ⑪ PAVT MRKG, ONLY COLD PLASTIC, YIELD TRIANGLE

QUANTITIES THIS SHEET		
TOTAL	UNIT	DESCRIPTION
2	Ea	Band, Sign
364	Ft	Post, Steel, 3 lb
37	Ea	Sign, Type III, Rem
81	Sft	Sign, Type IIIA
81	Sft	Sign, Type IIIB
1	Ea	Part Mrkg, Only Cold Plastic, Direction Arrow Sym, Bike
7	Ea	Part Mrkg, Only Cold Plastic, Bike, Small Sym
4	Ea	Part Mrkg, Only Cold Plastic, Lt Turn Arrow Sym
1	Ea	Part Mrkg, Only Cold Plastic, School
1	Ea	Part Mrkg, Only Cold Plastic, Sharrow Symbol
292	Ft	Part Mrkg, Polyurea, 4 inch, White
2947	Ft	Part Mrkg, Polyurea, 4 inch, Yellow
743	Ft	Part Mrkg, Polyurea, 6 inch, Crosswalk
3054	Ft	Part Mrkg, Polyurea, 6 inch, White
126	Ft	Part Mrkg, Polyurea, 24 inch, Stop Bar
4	Ea	Reboundable Delineator

[illegible]

DRAWING PATH: P:\0000_0\00000418\0000_W_Cross_S_Reconstruction\Drawings\Civil\PS180060PMS.dwg Jan 15, 2020 - 9:43am



QUANTITIES THIS SHEET

TOTAL	UNIT	DESCRIPTION
74	Ft	Post, Steel, 3 lb
11	Ea	Sign, Type III, Rem
27	Sft	Sign, Type IIIA
2	Sft	Sign, Type IIIB
3	Ea	Pavt Mrkg, Only Cold Plastic, Direction Arrow Sym, Bike
3	Ea	Pavt Mrkg, Only Cold Plastic, Bike, Small Sym
393	Ft	Pavt Mrkg, Polyurea, 4 inch, White
784	Ft	Pavt Mrkg, Polyurea, 4 inch, Yellow
202	Ft	Pavt Mrkg, Polyurea, 6 inch, Crosswalk
933	Ft	Pavt Mrkg, Polyurea, 6 inch, White
31	Ft	Pavt Mrkg, Polyurea, 24 inch, Stop Bar

LEGEND

- ① PAVT MRKG, POLYUREA 4 INCH, YELLOW DOUBLE SOLID LINES, 1' CENTER TO CENTER
- ② PAVT MRKG, POLYUREA, 4 INCH, YELLOW SOLID LINE WITH BROKEN LINE ON INSIDE, 1' CENTER TO CENTER
- ③ PAVT MRKG, POLYUREA 6 INCH, WHITE
- ④ PAVT MRKG, POLYUREA 4 INCH, WHITE
- ⑤ PAVT MRKG, POLYUREA 6 INCH, CROSSWALK
- ⑥ PAVT MRKG, POLYUREA 24 INCH, STOP BAR
- ⑦ PAVT MRKG, ONLY COLD PLASTIC, SCHOOL
- ⑧ PAVT MRKG, ONLY COLD PLASTIC, DIRECTION ARROW SYMBOL, BIKE
- ⑨ PAVT MRKG, ONLY COLD PLASTIC, BIKE



Know what's below.
Call before you dig.

ARCHITECTS ENGINEERS PLANNERS

34000 Plymouth Road
Livonia, MI 48150
P (734) 522-6711 | F (734) 522-6427
OHM-ADVISORS.COM

DATE	PROD NUMBER	ENG	PROJ LEAD	CLIENT	COUNTY	CITY/TOWNSHIP	SCALE	VERT DATUM	INCHES	FEET
1/15/20	0004-54000	RM	JK	WEST TOWNSHIP	MI	YPSILANTI	1" = 40'	NAD 83	1/8"	1/4"

CITY OF YPSILANTI

WEST CROSS STREET RECONSTRUCTION

PAVEMENT MARKING AND SIGNING PLAN

23

OF 38

COPYRIGHT 2017 OHM. ALL DRAWINGS AND WRITTEN MATERIALS APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF OHM AND THE SAME MAY NOT BE DUPLICATED, DISTRIBUTED, OR DISCLOSED WITHOUT PRIOR WRITTEN CONSENT OF OHM.

Letting of February 21, 2020**Letting Call:** 2002 905**Low Bid:** \$1,609,997.12**Project:** STU 81000-203583**Engineer Estimate:** \$1,482,027.50**Local Agreement:** 19-5640**Pct Over/Under Estimate:** 8.63 %**Start Date:** May 4, 2020**Completion Date:** April 16, 2021**Description:**

0.42 mi of hot mix asphalt reconstruction, concrete curb, gutter, sidewalk and ramps, aggregate base, drainage, signals and pavement markings on West Cross Street from Courtland Street to Wallace Boulevard in the city of Ypsilanti, Washtenaw County. This is a Local Agency project.

5.00 % DBE participation required

Bidder	As-Submitted	As-Checked	
C & D Hughes, Inc.	\$1,609,997.12	Same	1 **
DiPonio Contracting, Inc.	\$1,659,136.18	Same	2
Verdeterre Contracting, Inc.	\$1,724,428.52	Same	3
Fonson Company, Inc.	\$2,000,866.94	Same	4

Total Number of Bidders: 4



OPINION OF PROBABLE CONSTRUCTION COST

ORCHARD, HILTZ & McCLIMENT, INC.

34000 Plymouth Road, Livonia, Michigan, 48150

Telephone: (734) 522-6711 FAX: (734) 522-6427

PROJECT: W Cross Street Reconstruction
LOCATION: W Cross Street, Courtland to N Wallace
WORK: Full-depth reconstruction of HMA pavement, ADA ramp upgrades,
concrete curb and gutter, storm sewer, water main improvements

DATE: January 15, 2020
PROJECT #: 0094-18-0090
ESTIMATOR: KAH
CHECKED BY: RQM
CURRENT ENR: RQM

ITEM CODE	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
CATEGORY 1 -Participating					
1500001	Mobilization, Max	LSUM	1	\$135,000.00	\$ 135,000.00
2030011	Dr Structure, Rem	Ea	4	\$ 600.00	\$ 2,400.00
2030015	Sewer, Rem, Less than 24 inch	Ft	21	\$ 25.00	\$ 525.00
2040055	Sidewalk, Rem	Syd	338	\$ 15.00	\$ 5,070.00
2047001	Curb and Gutter, greater than 25 feet, Rem	Ft	2164	\$ 12.00	\$ 25,968.00
2047001	Curb and Gutter, less than 25 ft, Rem	Ft	140	\$ 15.00	\$ 2,100.00
2047011	Pavt, Rem, Modified	Syd	12002	\$ 6.00	\$ 72,012.00
2057002	Station Grading	Sta	22.27	\$ 1,500.00	\$ 33,405.00
2057021	Subgrade Undercut and Refill, 21AA, Limestone	Cyd	51	\$ 65.00	\$ 3,315.00
2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	31	\$ 125.00	\$ 3,875.00
3027011	Aggregate Base, 4 inch, Modified	Syd	665	\$ 10.00	\$ 6,650.00
3027011	Aggregate Base, 8 inch, Modified	Syd	12028	\$ 12.00	\$ 144,336.00
3027031	Maintenance Aggregate, 21AA	Ton	60	\$ 20.00	\$ 1,200.00
4027001	Sewer, CI A, 12 inch, Modified	Ft	43	\$ 120.00	\$ 5,160.00
4030005	Dr Structure Cover, Adj, Case 1	Ea	34	\$ 650.00	\$ 22,100.00
4030006	Dr Structure Cover, Adj, Case 2	Ea	1	\$ 550.00	\$ 550.00
4030050	Dr Structure Cover, Type K	Ea	4	\$ 650.00	\$ 2,600.00
4030200	Dr Structure, 24 inch dia	Ea	1	\$ 2,500.00	\$ 2,500.00
4030210	Dr Structure, 48 inch dia	Ea	4	\$ 3,000.00	\$ 12,000.00
4037050	Sanitary Sewer Cover, Adj, Case 1	Ea	8	\$ 750.00	\$ 6,000.00
5010051	HMA, 4E3	Ton	2468	\$ 105.00	\$ 259,140.00
5010057	HMA, 5E3	Ton	1235	\$ 130.00	\$ 160,550.00
8017011	Driveway, Nonreinf Conc, 6 inch, Mod	Syd	167	\$ 60.00	\$ 10,020.00
8020040	Curb and Gutter, Conc, Det F6	Ft	2202	\$ 25.00	\$ 55,050.00
8030030	Curb Ramp Opening, Conc	Ft	252	\$ 25.00	\$ 6,300.00
8030044	Sidewalk, Conc, 4 inch	Sft	2807	\$ 5.00	\$ 14,035.00
8037001	Detectable Warning Surface, Modified	Ft	169	\$ 6.00	\$ 1,014.00
8037010	Sidewalk Ramp, 6 inch, ADA Modified	Sft	946	\$ 6.00	\$ 5,676.00
8100010	Band, Sign	Ea	2	\$ 60.00	\$ 120.00
8100371	Post, Steel, 3 lb	Ft	438	\$ 6.50	\$ 2,847.00
8100403	Sign, Type III, Rem	Ea	48	\$ 12.00	\$ 576.00
8100404	Sign, Type IIIA	Sft	108	\$ 16.00	\$ 1,728.00
8100405	Sign, Type IIIB	Sft	137	\$ 18.00	\$ 2,466.00
8110049	Pavt Mrkg, Ovly Cold Plastic, Direction Arrow Sym, Bike	Ea	10	\$ 120.00	\$ 1,200.00
8110058	Pavt Mrkg, Ovly Cold Plastic, Bike, Small Sym	Ea	10	\$ 150.00	\$ 1,500.00
8110063	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	Ea	4	\$ 125.00	\$ 500.00
8110074	Pavt Mrkg, Ovly Cold Plastic, School	Ea	1	\$ 210.00	\$ 210.00
8110079	Pavt Mrkg, Ovly Cold Plastic, Sharrow Symbol	Ea	1	\$ 215.00	\$ 215.00
8110091	Pavt Mrkg, Polyurea, 4 inch, White	Ft	685	\$ 1.00	\$ 685.00



OPINION OF PROBABLE CONSTRUCTION COST

ORCHARD, HILTZ & McCLIMENT, INC.

34000 Plymouth Road, Livonia, Michigan, 48150

Telephone: (734) 522-6711 FAX: (734) 522-6427

PROJECT: W Cross Street Reconstruction
LOCATION: W Cross Street, Courtland to N Wallace
WORK: Full-depth reconstruction of HMA pavement, ADA ramp upgrades,
concrete curb and gutter, storm sewer, water main improvements

DATE: January 15, 2020
PROJECT #: 0094-18-0090
ESTIMATOR: KAH
CHECKED BY: RQM
CURRENT ENR: RQM

ITEM CODE	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
8110092	Pavt Mrkg, Polyurea, 4 inch, Yellow	Ft	3711	\$ 1.00	\$ 3,711.00
8110093	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	Ft	945	\$ 2.50	\$ 2,362.50
8110094	Pavt Mrkg, Polyurea, 6 inch, White	Ft	3987	\$ 2.00	\$ 7,974.00
8110114	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	Ft	157	\$ 12.00	\$ 1,884.00
8117050	Pavt Mrkg, Ovly Cold Plastic, Yield Triangle	Ea	9	\$ 50.00	\$ 450.00
8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	10	\$ 85.00	\$ 850.00
8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Ope	Ea	10	\$ 1.00	\$ 10.00
8120140	Lighted Arrow, Type C, Furn	Ea	2	\$ 500.00	\$ 1,000.00
8120141	Lighted Arrow, Type C, Oper	Ea	2	\$ 50.00	\$ 100.00
8120170	Minor Traf Devices	LSUM	1	\$ 25,000.00	\$ 25,000.00
8120310	Sign Cover	Ea	10	\$ 25.00	\$ 250.00
8120340	Sign, Type A, Temp, Prismatic, Furn	Sft	240	\$ 6.00	\$ 1,440.00
8120341	Sign, Type A, Temp, Prismatic, Oper	Sft	240	\$ 1.00	\$ 240.00
8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	358	\$ 6.00	\$ 2,148.00
8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	358	\$ 1.00	\$ 358.00
8120352	Sign, Type B, Temp, Prismatic, Special, Furn	Sft	302	\$ 10.00	\$ 3,020.00
8120353	Sign, Type B, Temp, Prismatic, Special, Oper	Sft	302	\$ 1.00	\$ 302.00
8120370	Traf Regulator Control	LSUM	1	\$ 48,000.00	\$ 48,000.00
8127050	Reboundable Delineator	Ea	4	\$ 250.00	\$ 1,000.00
8167011	Surface Restoration, Modified	Syd	1466	\$ 6.50	\$ 9,529.00
8190027	Conduit, DB, 1, 1 1/2 inch	Ft	10	\$ 18.00	\$ 180.00
8190244	Hh, Adj	Ea	2	\$ 300.00	\$ 600.00
8190260	Hh, Round	Ea	1	\$ 950.00	\$ 950.00
8200020	Case Sign, Rem	Ea	1	\$ 150.00	\$ 150.00
8200022	Case Sign (LED), Two Way, 24 inch by 30 inch	Ea	1	\$ 1,750.00	\$ 1,750.00
8200100	Pedestal, Alum	Ea	5	\$ 800.00	\$ 4,000.00
8200105	Pedestal, Fdn	Ea	6	\$ 850.00	\$ 5,100.00
8200106	Pedestal Fdn, Rem	Ea	1	\$ 150.00	\$ 150.00
8200110	Pedestal, Rem	Ea	1	\$ 100.00	\$ 100.00
8200121	Pushbutton and Sign	Ea	8	\$ 550.00	\$ 4,400.00
8200122	Pushbutton, Rem	Ea	4	\$ 75.00	\$ 300.00
8200123	Pushbutton Pedestal, Alum	Ea	1	\$ 750.00	\$ 750.00
8200170	Traf Loop	Ea	2	\$ 1,300.00	\$ 2,600.00
8200180	TS, Pedestrian, Bracket Arm Mtd, Rem	Ea	2	\$ 100.00	\$ 200.00
8200181	TS, Pedestrian, Pedestal Mtd, Rem	Ea	2	\$ 100.00	\$ 200.00
8200339	TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown	Ea	2	\$ 1,500.00	\$ 3,000.00
8200347	TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown	Ea	2	\$ 1,500.00	\$ 3,000.00
8207050	Flsh Beacon, Rectangular Rapid, Solar Power	Ea	4	\$ 4,250.00	\$ 17,000.00
CATEGORY 3 -Non-participating					
3027011	Aggregate Base, 8 inch, Modified	Syd	447	\$ 12.00	\$ 5,364.00



OPINION OF PROBABLE CONSTRUCTION COST

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 concrete curb and gutter, storm sewer, water main improvements

DATE: January 15, 2020
 PROJECT #: 0094-18-0090
 ESTIMATOR: KAH
 CHECKED BY: RQM
 CURRENT ENR: RQM

ITEM CODE	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
4021260	Trench Undercut and Backfill	Cyd	25	\$ 15.00	\$ 375.00
5010051	HMA, 4E3	Ton	95	\$ 105.00	\$ 9,975.00
5010057	HMA, 5E3	Ton	48	\$ 130.00	\$ 6,240.00
8257001	Dewatering System, Trench	Ft	50	\$ 25.00	\$ 1,250.00
8257001	Polyethylene Encasement of Water Main	Ft	1822	\$ 1.00	\$ 1,822.00
8257001	Sanitary Building Sewer Pipe, Rem	Ft	100	\$ 5.00	\$ 500.00
8257001	Sanitary Building Sewer, PVC, 6 inch, Tr Det F	Ft	100	\$ 40.00	\$ 4,000.00
8257001	Water Main, DI, 12 inch, Tr Det G, Mod	Ft	1463	\$ 80.00	\$ 117,040.00
8257001	Water Main, DI, 16 inch, Tr Det G, Mod	Ft	75	\$ 110.00	\$ 8,250.00
8257001	Water Main, DI, 8 inch, Tr Det G, Mod	Ft	284	\$ 50.00	\$ 14,200.00
8257050	Connection to Existing Water Main	Ea	14	\$ 2,000.00	\$ 28,000.00
8257050	Curb Stop and Box, 1 inch	Ea	14	\$ 250.00	\$ 3,500.00
8257050	Curb Stop and Box, Rem	Ea	14	\$ 100.00	\$ 1,400.00
8257050	Fire Hydrant	Ea	6	\$ 4,000.00	\$ 24,000.00
8257050	Gate Box, Rem	Ea	7	\$ 350.00	\$ 2,450.00
8257050	Gate Valve and Box, 12 inch, Mod	Ea	4	\$ 1,750.00	\$ 7,000.00
8257050	Gate Well, Aband	Ea	9	\$ 500.00	\$ 4,500.00
8257050	Hydrant, Rem	Ea	7	\$ 500.00	\$ 3,500.00
8257050	Line Stop, 12 inch	Ea	1	\$ 5,000.00	\$ 5,000.00
8257050	Line Stop, 8 inch	Ea	1	\$ 3,000.00	\$ 3,000.00
8257050	Tapping Sleeve, Valve and Box, 12 inch by 8 inch	Ea	1	\$ 8,000.00	\$ 8,000.00
8257050	Tapping Sleeve, Valve and Box, 16 inch by 12 inch	Ea	1	\$ 10,000.00	\$ 10,000.00
8257050	Water Main, 16 inch, Cut and Plug, Mod	Ea	2	\$ 1,000.00	\$ 2,000.00
8257050	Water Main, 6 inch, Cut and Plug, Mod	Ea	17	\$ 400.00	\$ 6,800.00
8257050	Water Main, Conflict, 12 inch	Ea	1	\$ 1,000.00	\$ 1,000.00
8257050	Water Service, 1 inch, Jumper Connect	Ea	23	\$ 500.00	\$ 11,500.00
8257050	Water Service, 1 inch, Long	Ea	10	\$ 1,250.00	\$ 12,500.00
8257050	Water Service, 1 inch, Short	Ea	4	\$ 750.00	\$ 3,000.00
8257051	Audio Video Route Survey	LSUM	1	\$ 1,500.00	\$ 1,500.00
8267001	Clean and Televiser Sanitary Sewer	Ft	3150	\$ 2.00	\$ 6,300.00
8507001	Exploratory Trenching	Ft	147	\$ 30.00	\$ 4,410.00
SUBTOTAL FOR CATEGORY 1 -Participating					\$ 1,164,656.50
SUBTOTAL FOR CATEGORY 3 -Non-participating					\$ 318,376.00
TOTAL OPINION OF PROBABLE CONSTRUCTION COST =					\$ 1,483,032.50



OPINION OF PROBABLE CONSTRUCTION COST

ORCHARD, HILTZ & McCLIMENT, INC.

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PROJECT: W Cross Street Reconstruction
 LOCATION: W Cross Street, Courtland to N Wallace
 WORK: Full-depth reconstruction of HMA pavement, ADA ramp upgrades,
 concrete curb and gutter, storm sewer, water main improvements

DATE: January 15, 2020
 PROJECT #: 0094-18-0090
 ESTIMATOR: KAH
 CHECKED BY: RQM
 CURRENT ENR: RQM

ITEM CODE	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
CATEGORY 3 -Non-paticipating					
4021260	Trench Undercut and Backfill	Cyd	25	\$ 15.00	\$ 375.00
8257001	Dewatering System, Trench	Ft	50	\$ 25.00	\$ 1,250.00
8257001	Polyethylene Encasement of Water Main	Ft	1822	\$ 1.00	\$ 1,822.00
8257001	Sanitary Building Sewer Pipe, Rem	Ft	100	\$ 5.00	\$ 500.00
8257001	Sanitary Building Sewer, PVC, 6 inch, Tr Det F	Ft	100	\$ 40.00	\$ 4,000.00
8257001	Water Main, DI, 12 inch, Tr Det G, Mod	Ft	1463	\$ 80.00	\$ 117,040.00
8257001	Water Main, DI, 16 inch, Tr Det G, Mod	Ft	75	\$ 110.00	\$ 8,250.00
8257001	Water Main, DI, 8 inch, Tr Det G, Mod	Ft	284	\$ 50.00	\$ 14,200.00
8257050	Connection to Existing Water Main	Ea	14	\$ 2,000.00	\$ 28,000.00
8257050	Curb Stop and Box, 1 inch	Ea	14	\$ 250.00	\$ 3,500.00
8257050	Curb Stop and Box, Rem	Ea	14	\$ 100.00	\$ 1,400.00
8257050	Fire Hydrant	Ea	6	\$ 4,000.00	\$ 24,000.00
8257050	Gate Box, Rem	Ea	7	\$ 350.00	\$ 2,450.00
8257050	Gate Valve and Box, 12 inch, Mod	Ea	4	\$ 1,750.00	\$ 7,000.00
8257050	Gate Well, Aband	Ea	9	\$ 500.00	\$ 4,500.00
8257050	Hydrant, Rem	Ea	7	\$ 500.00	\$ 3,500.00
8257050	Line Stop, 12 inch	Ea	1	\$ 5,000.00	\$ 5,000.00
8257050	Line Stop, 8 inch	Ea	1	\$ 3,000.00	\$ 3,000.00
8257050	Tapping Sleeve, Valve and Box, 12 inch by 8 inch	Ea	1	\$ 8,000.00	\$ 8,000.00
8257050	Tapping Sleeve, Valve and Box, 16 inch by 12 inch	Ea	1	\$ 10,000.00	\$ 10,000.00
8257050	Water Main, 16 inch, Cut and Plug, Mod	Ea	2	\$ 1,000.00	\$ 2,000.00
8257050	Water Main, 6 inch, Cut and Plug, Mod	Ea	17	\$ 400.00	\$ 6,800.00
8257050	Water Main, Conflict, 12 inch	Ea	1	\$ 1,000.00	\$ 1,000.00
8257050	Water Service, 1 inch, Jumper Connect	Ea	23	\$ 500.00	\$ 11,500.00
8257050	Water Service, 1 inch, Long	Ea	10	\$ 1,250.00	\$ 12,500.00
8257050	Water Service, 1 inch, Short	Ea	4	\$ 750.00	\$ 3,000.00
8257051	Audio Video Route Survey	LSUM	1	\$ 1,500.00	\$ 1,500.00
8267001	Clean and Televise Sanitary Sewer	Ft	3150	\$ 2.00	\$ 6,300.00
8507001	Exploratory Trenching	Ft	147	\$ 30.00	\$ 4,410.00
SUBTOTAL FOR CATEGORY 3 -Non-paticipating					\$ 296,797.00
TOTAL OPINION OF PROBABLE CONSTRUCTION COST =					\$ 296,797.00

WEST CROSS RECONSTRUCTION BID RESULTS
PARTICIPATING ITEMS

Category	Item	Unit	Quantity	Engineers Estimate		C&D Hughes (LOW BID)		Diponio Contracting		Verdeterre		Fonson Company	
1	Mobilization, Max\$134,400.00	LSUM	1	\$	134,400.00	\$	134,400.00	\$134,400.00	\$134,400.00	\$107,500.00	\$107,500.00	\$66,982.19	\$66,982.19
1	Dr Structure, Rem	Ea	4	\$	600.00	\$	2,400.00	\$500.00	\$2,000.00	\$700.00	\$2,800.00	\$645.00	\$2,580.00
1	Sewer, Rem, Less than 24 inch	Ft	21	\$	25.00	\$	525.00	\$25.00	\$525.00	\$40.00	\$840.00	\$53.50	\$1,123.50
1	Sidewalk, Rem	Syd	338	\$	15.00	\$	5,070.00	\$15.00	\$5,070.00	\$20.00	\$6,760.00	\$18.00	\$6,084.00
1	_Curb and Gutter, greater than 25 feet, Rem	Ft	2,164	\$	12.00	\$	25,968.00	\$10.00	\$21,640.00	\$5.00	\$10,820.00	\$9.50	\$20,558.00
1	_Curb and Gutter, less than 25 ft, Rem	Ft	140	\$	15.00	\$	2,100.00	\$30.00	\$4,200.00	\$15.00	\$2,100.00	\$15.00	\$2,100.00
1	_Pavt, Rem, Modified	Syd	12,002	\$	6.00	\$	72,012.00	\$3.00	\$36,006.00	\$7.75	\$93,015.50	\$4.00	\$48,008.00
1	_Station Grading	Sta	22	\$	1,500.00	\$	33,000.00	\$1,000.00	\$22,000.00	\$3,800.00	\$83,600.00	\$4,480.00	\$98,560.00
1	_Subgrade Undercut and Refill, 21AA, Limestone	Cyd	51	\$	65.00	\$	3,315.00	\$70.00	\$3,570.00	\$90.00	\$4,590.00	\$64.50	\$3,289.50
1	Erosion Control, Inlet Protection, Fabric Drop	Ea	31	\$	125.00	\$	3,875.00	\$100.00	\$3,100.00	\$130.00	\$4,030.00	\$184.00	\$5,704.00
1	_Aggregate Base, 4 inch, Modified	Syd	665	\$	10.00	\$	6,650.00	\$10.00	\$6,650.00	\$10.00	\$6,650.00	\$6.50	\$4,322.50
1	_Aggregate Base, 8 inch, Modified	Syd	12,028	\$	12.00	\$	144,336.00	\$16.00	\$192,448.00	\$12.00	\$144,336.00	\$12.50	\$150,350.00
1	_Maintenance Aggregate, 21AA	Ton	60	\$	20.00	\$	1,200.00	\$50.00	\$2,400.00	\$50.00	\$3,000.00	\$26.40	\$1,584.00
1	_Sewer, C I A, 12 inch, Modified	Ft	43	\$	120.00	\$	5,160.00	\$150.00	\$6,450.00	\$100.00	\$4,300.00	\$71.50	\$3,074.50
1	Dr Structure Cover, Adj, Case 1	Ea	34	\$	650.00	\$	22,100.00	\$500.00	\$17,000.00	\$1,100.00	\$37,400.00	\$790.00	\$26,860.00
1	Dr Structure Cover, Adj, Case 2	Ea	1	\$	550.00	\$	550.00	\$500.00	\$500.00	\$740.00	\$740.00	\$650.00	\$650.00
1	Dr Structure Cover, Type K	Ea	4	\$	650.00	\$	2,600.00	\$800.00	\$3,200.00	\$720.00	\$2,880.00	\$600.00	\$2,400.00
1	Dr Structure, 24 inch dia	Ea	1	\$	2,500.00	\$	2,500.00	\$2,000.00	\$2,000.00	\$1,600.00	\$1,600.00	\$1,530.00	\$1,530.00
1	Dr Structure, 48 inch dia	Ea	4	\$	3,000.00	\$	12,000.00	\$2,500.00	\$10,000.00	\$2,400.00	\$9,600.00	\$2,800.00	\$11,200.00
1	_Sanitary Sewer Cover, Adj, Case 1	Ea	8	\$	750.00	\$	6,000.00	\$1,000.00	\$8,000.00	\$1,500.00	\$12,000.00	\$8,000.00	\$8,000.00
1	HMA, 4E3	Ton	2,468	\$	105.00	\$	259,140.00	\$89.00	\$219,652.00	\$97.15	\$239,766.20	\$113.50	\$280,118.00
1	HMA, 5E3	Ton	1,235	\$	130.00	\$	160,550.00	\$98.50	\$121,647.50	\$101.50	\$125,352.50	\$117.50	\$145,112.50
1	_Driveway, Nonreinf Conc, 6 inch, Mod	Syd	167	\$	60.00	\$	10,020.00	\$44.55	\$7,439.85	\$36.50	\$6,095.50	\$61.25	\$10,228.75
1	Curb and Gutter, Conc, Det F6	Ft	2,202	\$	25.00	\$	55,050.00	\$18.40	\$40,516.80	\$20.50	\$45,141.00	\$30.00	\$66,060.00
1	Curb Ramp Opening, Conc	Ft	252	\$	25.00	\$	6,300.00	\$20.20	\$5,090.40	\$20.50	\$5,166.00	\$30.00	\$7,560.00
1	Sidewalk, Conc, 4 inch	Sft	2,807	\$	5.00	\$	14,035.00	\$4.02	\$11,284.14	\$4.00	\$11,228.00	\$6.20	\$17,403.40
1	_Detectable Warning Surface, Modified	Ft	169	\$	6.00	\$	1,014.00	\$32.00	\$5,408.00	\$33.00	\$5,577.00	\$45.00	\$7,605.00
1	_Sidewalk Ramp, 6 inch, ADA Modified	Sft	946	\$	6.00	\$	5,676.00	\$6.95	\$6,574.70	\$6.50	\$6,149.00	\$11.25	\$10,642.50
1	Band, Sign	Ea	2	\$	60.00	\$	120.00	\$75.00	\$150.00	\$75.00	\$150.00	\$11.25	\$22.50
1	Post, Steel, 3 lb	Ft	438	\$	6.50	\$	2,847.00	\$6.00	\$2,628.00	\$6.00	\$2,628.00	\$8.70	\$3,810.60
1	Sign, Type III, Rem	Ea	48	\$	12.00	\$	576.00	\$25.00	\$1,200.00	\$25.00	\$1,200.00	\$16.85	\$808.80
1	Sign, Type IIIA	Sft	108	\$	16.00	\$	1,728.00	\$16.00	\$1,728.00	\$16.00	\$1,728.00	\$19.40	\$2,095.20
1	Sign, Type IIIB	Sft	137	\$	18.00	\$	2,466.00	\$22.50	\$3,082.50	\$17.00	\$2,329.00	\$19.70	\$2,698.90
1	Pavt Mrkg, Ovly Cold Plastic, Direction Arrow Sym, Bike	Ea	10	\$	120.00	\$	1,200.00	\$135.00	\$1,350.00	\$135.00	\$1,350.00	\$152.00	\$1,520.00
1	Pavt Mrkg, Ovly Cold Plastic, Bike, Small Sym	Ea	10	\$	150.00	\$	1,500.00	\$140.00	\$1,400.00	\$140.00	\$1,400.00	\$157.00	\$1,570.00
1	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	Ea	4	\$	125.00	\$	500.00	\$175.00	\$700.00	\$175.00	\$700.00	\$196.00	\$784.00
1	Pavt Mrkg, Ovly Cold Plastic, School	Ea	1	\$	210.00	\$	210.00	\$210.00	\$210.00	\$210.00	\$210.00	\$236.00	\$236.00
1	Pavt Mrkg, Ovly Cold Plastic, Sharrow Symbol	Ea	1	\$	215.00	\$	215.00	\$195.00	\$195.00	\$195.00	\$195.00	\$220.00	\$220.00
1	Pavt Mrkg, Polyurea, 4 inch, White	Ft	685	\$	1.00	\$	685.00	\$0.95	\$650.75	\$0.95	\$650.75	\$1.10	\$753.50
1	Pavt Mrkg, Polyurea, 4 inch, Yellow	Ft	3,711	\$	1.00	\$	3,711.00	\$0.95	\$3,525.45	\$0.95	\$3,525.45	\$1.10	\$4,082.10
1	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	Ft	945	\$	2.50	\$	2,362.50	\$2.95	\$2,787.75	\$2.95	\$2,787.75	\$3.35	\$3,165.75
1	Pavt Mrkg, Polyurea, 6 inch, White	Ft	3,987	\$	2.00	\$	7,974.00	\$0.99	\$3,947.13	\$0.99	\$3,947.13	\$1.10	\$4,385.70
1	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	Ft	157	\$	12.00	\$	1,884.00	\$12.95	\$2,033.15	\$12.95	\$2,033.15	\$14.60	\$2,292.20
1	_Pavt Mrkg, Ovly Cold Plastic, Yield Triangle	Ea	9	\$	50.00	\$	450.00	\$95.00	\$855.00	\$95.00	\$855.00	\$106.75	\$960.75
1	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	10	\$	85.00	\$	850.00	\$120.00	\$1,200.00	\$120.00	\$1,200.00	\$85.50	\$855.00
1	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	10	\$	1.00	\$	10.00	\$5.00	\$50.00	\$5.00	\$50.00	\$0.01	\$0.10
1	Lighted Arrow, Type C, Furn	Ea	2	\$	500.00	\$	1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$785.00	\$1,570.00
1	Lighted Arrow, Type C, Oper	Ea	2	\$	50.00	\$	100.00	\$200.00	\$400.00	\$200.00	\$400.00	\$0.01	\$0.02
1	Minor Traf Devices	LSUM	1	\$	25,000.00	\$	25,000.00	\$70,000.00	\$70,000.00	\$14,000.00	\$14,000.00	\$15,900.00	\$15,900.00
1	Sign Cover	Ea	10	\$	25.00	\$	250.00	\$20.00	\$200.00	\$20.00	\$200.00	\$78.70	\$787.00
1	Sign, Type A, Temp, Prismatic, Furn	Sft	240	\$	6.00	\$	1,440.00	\$4.00	\$960.00	\$4.00	\$960.00	\$10.00	\$2,400.00
1	Sign, Type A, Temp, Prismatic, Oper	Sft	240	\$	1.00	\$	240.00	\$1.00	\$240.00	\$1.00	\$240.00	\$0.01	\$2.40
1	Sign, Type B, Temp, Prismatic, Furn	Sft	358	\$	6.00	\$	2,148.00	\$4.00	\$1,432.00	\$4.00	\$1,432.00	\$8.45	\$3,025.10
1	Sign, Type B, Temp, Prismatic, Oper	Sft	358	\$	1.00	\$	358.00	\$1.00	\$358.00	\$1.00	\$358.00	\$0.01	\$3.58
1	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	302	\$	10.00	\$	3,020.00	\$8.00	\$2,416.00	\$8.00	\$2,416.00	\$10.70	\$3,231.40
1	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	302	\$	1.00	\$	302.00	\$1.00	\$302.00	\$1.00	\$302.00	\$0.01	\$3.02

1	Traf Regulator Control	LSUM	1	\$	48,000.00	\$	48,000.00	\$20,000.00	\$20,000.00	\$9,000.00	\$9,000.00	\$7,500.00	\$7,500.00	\$20,000.00	\$20,000.00
1	_Reboundable Delineator	Ea	4	\$	250.00	\$	1,000.00	\$375.00	\$1,500.00	\$375.00	\$1,500.00	\$500.00	\$2,000.00	\$375.00	\$1,500.00
1	_Surface Restoration, Modified	Syd	1,466	\$	6.50	\$	9,529.00	\$8.50	\$12,461.00	\$8.50	\$12,461.00	\$9.50	\$13,927.00	\$8.50	\$12,461.00
1	Conduit, DB, 1, 1 1/2 inch	Ft	10	\$	18.00	\$	180.00	\$45.00	\$450.00	\$45.00	\$450.00	\$47.20	\$472.00	\$45.00	\$450.00
1	Hh, Adj	Ea	2	\$	300.00	\$	600.00	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00	\$562.00	\$1,124.00	\$1,200.00	\$2,400.00
1	Hh, Round	Ea	1	\$	950.00	\$	950.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,575.00	\$1,575.00	\$1,800.00	\$1,800.00
1	Case Sign, Rem	Ea	1	\$	150.00	\$	150.00	\$250.00	\$250.00	\$250.00	\$250.00	\$180.00	\$180.00	\$250.00	\$250.00
1	Case Sign (LED), Two Way, 24 inch by 30 inch	Ea	1	\$	1,750.00	\$	1,750.00	\$1,460.00	\$1,460.00	\$1,460.00	\$1,460.00	\$2,190.00	\$2,190.00	\$1,460.00	\$1,460.00
1	Pedestal, Alum	Ea	5	\$	800.00	\$	4,000.00	\$575.00	\$2,875.00	\$575.00	\$2,875.00	\$1,070.00	\$5,350.00	\$575.00	\$2,875.00
1	Pedestal, Fdn	Ea	6	\$	850.00	\$	5,100.00	\$580.00	\$3,480.00	\$580.00	\$3,480.00	\$1,350.00	\$8,100.00	\$580.00	\$3,480.00
1	Pedestal Fdn, Rem	Ea	1	\$	150.00	\$	150.00	\$350.00	\$350.00	\$350.00	\$350.00	\$340.00	\$340.00	\$350.00	\$350.00
1	Pedestal, Rem	Ea	1	\$	100.00	\$	100.00	\$250.00	\$250.00	\$250.00	\$250.00	\$225.00	\$225.00	\$250.00	\$250.00
1	Pushbutton and Sign	Ea	8	\$	550.00	\$	4,400.00	\$332.00	\$2,656.00	\$332.00	\$2,656.00	\$760.00	\$6,080.00	\$332.00	\$2,656.00
1	Pushbutton, Rem	Ea	4	\$	75.00	\$	300.00	\$332.00	\$1,328.00	\$332.00	\$1,328.00	\$395.00	\$1,580.00	\$332.00	\$1,328.00
1	Pushbutton Pedestal, Alum	Ea	1	\$	750.00	\$	750.00	\$554.00	\$554.00	\$554.00	\$554.00	\$1,125.00	\$1,125.00	\$554.00	\$554.00
1	Traf Loop	Ea	2	\$	1,300.00	\$	2,600.00	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00	\$2,360.00	\$4,720.00	\$1,200.00	\$2,400.00
1	TS, Pedestrian, Bracket Arm Mtd, Rem	Ea	2	\$	100.00	\$	200.00	\$325.00	\$650.00	\$325.00	\$650.00	\$309.00	\$618.00	\$325.00	\$650.00
1	TS, Pedestrian, Pedestal Mtd, Rem	Ea	2	\$	100.00	\$	200.00	\$819.00	\$1,638.00	\$819.00	\$1,638.00	\$197.00	\$394.00	\$819.00	\$1,638.00
1	TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown	Ea	2	\$	1,500.00	\$	3,000.00	\$911.00	\$1,822.00	\$911.00	\$1,822.00	\$1,715.00	\$3,430.00	\$911.00	\$1,822.00
1	TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown	Ea	2	\$	1,500.00	\$	3,000.00	\$1,011.00	\$2,022.00	\$1,011.00	\$2,022.00	\$1,805.00	\$3,610.00	\$1,011.00	\$2,022.00
1	_Flash Beacon, Rectangular Rapid, Solar Power	Ea	4	\$	4,250.00	\$	17,000.00	\$2,100.00	\$8,400.00	\$2,100.00	\$8,400.00	\$3,650.00	\$14,600.00	\$2,100.00	\$8,400.00
TOTAL PARTICIPATING:					\$	1,163,651.50		\$1,072,119.12		\$1,115,929.93		\$1,186,531.77		\$1,186,642.90	
CITY - NON-PARTICIPATING ITEMS															
3	_Aggregate Base, 8 inch, Modified	Syd	447	\$	12.00	\$	5,364.00	\$16.00	\$7,152.00	\$12.00	\$5,364.00	\$12.50	\$5,587.50	\$20.61	\$9,212.67
3	HMA, 4E3	Ton	95	\$	105.00	\$	9,975.00	\$89.00	\$8,455.00	\$97.15	\$9,229.25	\$113.50	\$10,782.50	\$89.00	\$8,455.00
3	HMA, 5E3	Ton	48	\$	130.00	\$	6,240.00	\$98.50	\$4,728.00	\$101.50	\$4,872.00	\$117.50	\$5,640.00	\$98.50	\$4,728.00
TOTAL CITY: NON-PARTICIPATING:					\$	21,579.00		\$20,335.00		\$19,465.25		\$22,010.00		\$22,395.67	
WATER MAIN (YCUA): NON-PARTICIPATING ITEMS															
3	Trench Undercut and Backfill	Cyd	25	\$	15.00	\$	375.00	\$50.00	\$1,250.00	\$100.00	\$2,500.00	\$1.00	\$25.00	\$102.13	\$2,553.25
3	_Dewatering System, Trench	Ft	50	\$	25.00	\$	1,250.00	\$50.00	\$2,500.00	\$210.00	\$10,500.00	\$40.00	\$2,000.00	\$913.68	\$45,684.00
3	_Polyethylene Encasement of Water Main	Ft	1,822	\$	1.00	\$	1,822.00	\$2.50	\$4,555.00	\$0.50	\$911.00	\$1.00	\$1,822.00	\$1.57	\$2,860.54
3	_Sanitary Building Sewer Pipe, Rem	Ft	100	\$	5.00	\$	500.00	\$30.00	\$3,000.00	\$40.00	\$4,000.00	\$90.00	\$9,000.00	\$29.97	\$2,997.00
3	_Sanitary Building Sewer, PVC, 6 inch, Tr Det F	Ft	100	\$	40.00	\$	4,000.00	\$100.00	\$10,000.00	\$135.00	\$13,500.00	\$115.00	\$11,500.00	\$79.02	\$7,902.00
3	_Water Main, DI, 12 inch, Tr Det G, Mod	Ft	1,463	\$	80.00	\$	117,040.00	\$126.00	\$184,338.00	\$120.00	\$175,560.00	\$118.00	\$172,634.00	\$132.01	\$193,130.63
3	_Water Main, DI, 16 inch, Tr Det G, Mod	Ft	75	\$	110.00	\$	8,250.00	\$250.00	\$18,750.00	\$185.00	\$13,875.00	\$138.35	\$10,376.25	\$273.06	\$20,479.50
3	_Water Main, DI, 8 inch, Tr Det G, Mod	Ft	284	\$	50.00	\$	14,200.00	\$125.00	\$35,500.00	\$95.00	\$26,980.00	\$93.00	\$26,412.00	\$244.43	\$69,418.12
3	_Connection to Existing Water Main	Ea	14	\$	2,000.00	\$	28,000.00	\$5,000.00	\$70,000.00	\$5,500.00	\$77,000.00	\$4,325.00	\$60,550.00	\$5,779.05	\$80,906.70
3	_Curb Stop and Box, 1 inch	Ea	14	\$	250.00	\$	3,500.00	\$1,000.00	\$14,000.00	\$400.00	\$5,600.00	\$420.00	\$5,880.00	\$1,065.71	\$14,919.94
3	_Curb Stop and Box, Rem	Ea	14	\$	100.00	\$	1,400.00	\$100.00	\$1,400.00	\$70.00	\$980.00	\$250.00	\$3,500.00	\$322.41	\$4,513.74
3	_Fire Hydrant	Ea	6	\$	4,000.00	\$	24,000.00	\$5,000.00	\$30,000.00	\$7,000.00	\$42,000.00	\$6,900.00	\$41,400.00	\$11,062.55	\$66,375.30
3	_Gate Box, Rem	Ea	7	\$	350.00	\$	2,450.00	\$400.00	\$2,800.00	\$350.00	\$2,450.00	\$300.00	\$2,100.00	\$1,287.40	\$9,011.80
3	_Gate Valve and Box, 12 inch	Ea	4	\$	1,750.00	\$	7,000.00	\$5,000.00	\$20,000.00	\$2,600.00	\$10,400.00	\$3,800.00	\$15,200.00	\$3,494.78	\$13,979.12
3	_Gate Well, Aband	Ea	9	\$	500.00	\$	4,500.00	\$1,000.00	\$9,000.00	\$650.00	\$5,850.00	\$600.00	\$5,400.00	\$3,551.96	\$31,967.64
3	_Hydrant, Rem	Ea	7	\$	500.00	\$	3,500.00	\$500.00	\$3,500.00	\$600.00	\$4,200.00	\$310.00	\$2,170.00	\$1,881.88	\$13,173.16
3	_Line Stop, 12 inch	Ea	1	\$	5,000.00	\$	5,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$14,500.00	\$14,500.00	\$10,492.97	\$10,492.97
3	_Line Stop, 8 inch	Ea	1	\$	3,000.00	\$	3,000.00	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$8,980.18	\$8,980.18
3	_Tapping Sleeve, Valve and Box, 12 inch by 8 inch	Ea	1	\$	8,000.00	\$	8,000.00	\$6,000.00	\$6,000.00	\$9,700.00	\$9,700.00	\$6,895.00	\$6,895.00	\$8,767.62	\$8,767.62
3	_Tapping Sleeve, Valve and Box, 16 inch by 12 inch	Ea	1	\$	10,000.00	\$	10,000.00	\$8,000.00	\$8,000.00	\$13,000.00	\$13,000.00	\$11,000.00	\$11,000.00	\$11,024.32	\$11,024.32
3	_Water Main, 16 inch, Cut and Plug	Ea	2	\$	1,000.00	\$	2,000.00	\$1,500.00	\$3,000.00	\$975.00	\$1,950.00	\$3,140.00	\$6,280.00	\$3,120.79	\$6,241.58
3	_Water Main, 6 inch, Cut and Plug	Ea	17	\$	400.00	\$	6,800.00	\$700.00	\$11,900.00	\$400.00	\$6,800.00	\$1,650.00	\$28,050.00	\$1,725.03	\$29,325.51
3	_Water Main, Conflict, 12 inch	Ea	1	\$	1,000.00	\$	1,000.00	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00	\$1,425.00	\$1,425.00	\$6,081.96	\$6,081.96
3	_Water Service, 1 inch, Jumper Connect	Ea	23	\$	500.00	\$	11,500.00	\$500.00	\$11,500.00	\$800.00	\$18,400.00	\$945.00	\$21,735.00	\$1,617.23	\$37,196.29
3	_Water Service, 1 inch, Long	Ea	10	\$	1,250.00	\$	12,500.00	\$2,500.00	\$25,000.00	\$3,300.00	\$33,000.00	\$1,450.00	\$14,500.00	\$5,694.94	\$56,949.40
3	_Water Service, 1 inch, Short	Ea	4	\$	750.00	\$	3,000.00	\$2,000.00	\$8,000.00	\$1,900.00	\$7,600.00	\$1,250.00	\$5,000.00	\$4,033.40	\$16,133.60
3	_Audio Video Route Survey	LSUM	1	\$	1,500.00	\$	1,500.00	\$1,050.00	\$1,050.00	\$1,075.00	\$1,075.00	\$3,380.00	\$3,380.00	\$1,075.00	\$1,075.00
3	_Clean and Televis Sanitary Sewer	Ft	3,150	\$	2.00	\$	6,300.00	\$1.00	\$3,150.00	\$1.00	\$3,150.00	\$2.80	\$8,820.00	\$1.00	\$3,150.00
3	_Exploratory Trenching	Ft	147	\$	30.00	\$	4,410.00	\$50.00	\$7,350.00	\$80.00	\$11,760.00	\$97.50	\$14,332.50	\$112.50	\$16,537.50
TOTAL WATER MAIN (YCUA): NON-PARTICIPATING:					\$	296,797.00		\$517,543.00		\$523,741.00		\$515,886.75		\$791,828.37	
TOTAL BID AMOUNT:					\$	1,482,027.50		\$1,609,997.12		\$1,659,136.18		\$1,724,428.52		\$2,000,866.94	



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler
DATE: March 3, 2020
SUBJECT: Multi-Space Meters Proposals & Recommended Next Steps

DESCRIPTION:

Multi-Space Meters Proposals & Recommended Next Steps

SUMMARY:

One of the recommendations of the recent parking study was to update the parking meter infrastructure in the City, as well as expand the number of spaces they cover. Currently the City uses mechanical single-space meters. These have the advantage of being relatively simple to maintain; they have the disadvantage of only accepting coins and some styles needing frequent repair. Multi-space meters can efficiently cover many spaces at once- such as in lots- accept credit cards as well as coins, and modern models are also modular and relatively simple to repair, for so long as replacement parts are made.

An RFP was issued by the City for multi-space meters in early January. A mandatory pre-bid meeting was held in January; four firms attended (Municipal Parking Systems, Light & Breuning, Traffic & Safety, and Harvey Electronics). Proposals were due January 22nd. IPS, a fifth firm, submitted a proposal but did not attend the mandatory pre-bid meeting.

Municipal Parking Systems (MPS) proposes a novel approach to parking enforcement. Their technology would sense a vehicle as it pulled into a spot, read the license plate, and if payment had not been made within a predetermined period of time, flag the instance for review by a remote parking enforcement officer (our staff) who would then issue a ticket via mail. Compliance rates with this method – after the first month – are very high. However, there are several potential drawbacks to this method. First, the infrastructure requires quite a bit of right-of-way work to install power and internet to each monitoring device. Second, we would be one of fewer than five municipalities in Michigan using this service (as of this writing, Flint is participating; Hamtramck has completed a trial), and remote ticketing for parking violations in this particular method has yet to be truly tried out in Michigan's legal system. Third, a nearly 100% ticket rate for noncompliance would represent a dramatic shift in the parking landscape of Ypsilanti. Fourth, providing tickets only by mail presents a significant challenge in a college

town with a 60%+ rental rate, and an environment in which many people may not be driving their own car. Staff does not recommend this vendor.

The remaining three vendors are comparable.

	Light & Breuning	Traffic & Safety	Harvey Electronics
Brand/Model	MacKay Tango	T2 Cosmo	Flowbird Strada
Total Cost	\$211,615	\$83,075	\$88,318
of which one-time fees	\$295/pay station setup \$30,000 5-year warranty \$2,200 shipping	\$7425 labor \$1300 shipping	\$3,850 labor \$2,218 parts
Maintenance/ongoing fees	\$55/mo/pay station	\$75/mo/pay station Additional features, such as extend-by-phone and coupons, are +\$5/mo/pay station	\$31 per meter +.15c per transaction for EMV option = \$341/mo OR \$59 per unit no transaction fee = \$649/mo for non EMV configuration +\$8 per meter per month for EMV includes all Flowbird fees, software, and communications
Number proposed	15	9	11
Per unit cost	\$11,000 (approx.)	\$8300 (approx.)	\$7500 (approx.)
Warranty	1 year (option to buy 5-year)	12-months parts & labor, 5-year exterior finish	5-year parts and labor included
Location	Fort Wayne, Indiana	Wixom, MI	Wixom, MI
Passport integration	Yes	Yes	Yes
Additional Information	Does not support coupon codes/validations	Used in Ann Arbor, Ferndale	Used in Detroit Color Screen

Light & Breuning is significantly more expensive than Traffic & Safety or Harvey, largely driven by the high one-time costs associated with installation and warranty. References are largely from parking structures and mains installation, not from solar installations. The inability to accept coupon/validation codes is an issue. Thus, staff eliminated Light & Breuning from consideration.

References for Traffic & Safety/T2 and Harvey Electronics/Parkeon were highly complimentary. There were some concerns regarding the T2 battery life when placed in shaded locations, as they would possibly be if placed on the south side of Michigan or Cross. The Strada has a better warranty than the Cosmo, and a lower per-unit cost, however the Cosmo has wide local acceptance and visibility. Thus, staff sought more information about payment processing fees, and a comparison of both T&S's fees to Harvey's fees follows.

	Traffic & Safety/T2 Cosmo	Harvey Electronics/ Parkeon Strada
Point & Pay	Can use	Can use
Can be Merchant of Record	No	Yes: 5.5% of revenue + \$0.35/transaction
Per-transaction costs	No Includes EMV reader/processing	Can be \$0.15/transaction or included in a higher monthly rate (Higher monthly rate makes sense if we anticipate more than 187 transactions monthly; currently we anticipate ~300-600 card transactions/day Can be \$67/mo to use EMV processing (higher security))
Estimated annual ongoing service fees	\$8,100-9,180	\$4,092-\$8,844

Card processing fees are set largely by the processor, and may include gateways fees, chargebacks, and so on. The City's current processor, Point & Pay, charges a fee of 3% per transaction or \$2, whichever is higher. This is prohibitively high for parking transactions. Staff will conduct additional research into payment processors including the possibility of using Parkeon as the merchant of record. This will be a separate item brought to Council.

Staff recommends Harvey Electronics/Parkeon, without EMV processing, and with the inclusive monthly service rate, due to the lower per-unit costs and lower per-unit monthly support fees.

RECOMMENDED ACTION: Authorize the acceptance of the Proposal from Harvey Electronics, Inc, in the amount of \$88,318, and authorize the City Manager to execute the acceptance of the proposal on behalf of the City after approval by the City Attorney as to form.

ATTACHMENTS: RFP
Sign-in sheet
Proposals

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-060
March 3, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, City Council adopted the Ypsilanti Central Business District Parking Study and Strategy; and

WHEREAS, said document identifies a number of opportunities for improvement of Central Business District parking; and

WHEREAS, the proposed agreement would provide visitors with the ability to pay at multi-space meters using credit cards or coins, improving convenience and maintenance;

NOW THEREFORE BE IT RESOLVED that the Ypsilanti City Council authorize the acceptance of the proposal from Harvey Electronics, Inc, in the amount of \$88,318, and authorize the City Manager to execute the acceptance of the proposal on behalf of the City after approval by the City Attorney as to form.

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 3 day of March 2020

#Resolution No. 2020-060



Request for Proposal

Multi-Space Meters

Issue Date: December 6, 2019

Required Pre-bid meeting: January 8, 2020, 11am

Questions Due: January 15, 2020, 4pm

Due Date: January 22, 2020, 3pm
Office of the City Clerk
1 S Huron St
Ypsilanti, MI 48197

Questions may be directed to:

Bonnie Wessler, Project Manager
Department of Public Services
City of Ypsilanti
bwessler@cityofypsilanti.com

INVITATION TO BID

Project: City of Ypsilanti Multi-Space Meters

Due Date: Proposals will be received at the Office of the City Clerk, 1 South Huron Street, Ypsilanti, Michigan, until **3pm, Wednesday, January 22th, 2020.**

Introduction & Background

The City of Ypsilanti is seeking qualified companies to provide a new parking meter payment system in central business districts, both on-street and in lot. Each meter will have the capacity to accept payment for multiple spaces; staff anticipates that between 9 and 15 multi-space meters will be required. This system will integrate with existing ComPlus enforcement software and new Passport mobile payment software. The City will select the best proposed solution from the most qualified firm, while seeking operational flexibility, product innovation, and affordability.

The City performed a parking study with Rich & Associates in late 2018/early 2019; this study is available online at <https://cityofypsilanti.com/DocumentCenter/View/1970/Parking-Strategy-2019-04>. A primary recommendation was extensive payment technology upgrades, in addition to signage and wayfinding upgrades. City meters are currently mechanical, accepting only coins, and a mix of brands/models. The new multi-space meters will replace existing meters in some areas, but will primarily be placed in areas that are currently free parking. Many mechanical meters will remain, but are expected to be phased out in most areas in the next 2-5 years. It is the City's desire to have new multi-space parking meters installed and operational for testing in April 2020, with a "grand opening" (fully functioning for public use) in May 2020.

Scope of Proposed Work:

The City is seeking to purchase between 9-15 multi-space meters to serve a mix of on-street and in-lot parking spaces, with appropriate warranties and service contracts. These meters must be able to be powered primarily by solar and a rechargeable battery backup; accept coin and credit cards; integrate with ComPlus enforcement software, Passport mobile payment software, and optionally Point and Pay credit card processing; support pay-by-space options; and be able to be programmed and monitored remotely. Bill acceptance is not desired. The meters will be installed by the vendor.

In addition, the City would like these meters to be able to collect and analyze parking data provided by these units so that the City may assess usage trends, offer a high level of customer service, implement Transportation Demand Management strategies and tools, and make the work of City staff more efficient and effective.

Selection and Rejection of Proposal(s):

The City of Ypsilanti reserves the right to accept or reject any and all proposals or parts of proposals; to waive any and all irregularities, informalities, or

inconsistencies; to negotiate contract terms with the successful applicant(s); and to disregard all non-conforming, non-responsive, or conditional proposals. The City of Ypsilanti will accept the proposal(s) or parts of any proposal(s) that it determines, in its sole discretion, to be in the best interest of the City of Ypsilanti. Such acceptance of any proposal(s) or parts of any proposal(s) will be based on level of experience, qualifications, costs, and other factors. Price shall not be the sole determining factor.

Location of Applicant:

In their proposals, applicants should identify the location of its headquarters or the physical location of the owner, any use of locally produced products, what percentage of employees are local, and describe any planned efforts to employ local persons for the purposes of the completion of the work. Pursuant to Chapter 2, Article VI of the Code of Ordinances for the City of Ypsilanti, in comparing proposals that are substantially similar, local proposals will be given preference. Particularly, the highest preference will be given to applicants or products produced within the City of Ypsilanti, then to those within the 48197 or 48198 zip codes, then to those within Washtenaw County, then to those within the State of Michigan. Consideration will also be made to those applicants that employ or plan to recruit or hire residents of the City of Ypsilanti.

Environmental Practices:

Pursuant to Chapter 2, Article VI of the Code of Ordinances for the City of Ypsilanti, preference shall be given to applicants whose operations or products and services, to the extent practical and economically feasible, conserve natural resources, protect the environment, are energy efficient, or prioritize renewables. Applicants should include their environmental practices in proposals for consideration.

Withdrawal:

No proposal may be withdrawn within sixty days (60) following the opening of proposals.

Terms of Agreement with Successful Applicant(s):

Attachment 1 herein is the City of Ypsilanti Contract Addendum Form. By submitting a proposal, the applicant agrees to all relevant terms and conditions contained therein if the City of Ypsilanti selects its proposal or part(s) of its proposal.

Applicant Representation:

Each applicant submitting a proposal represents that he or she has read, understands, and agrees to the bidding documents, including their proposal, this request, and the attached addendum.

Bidding information on file at:

<https://cityofypsilanti.com/bids>

City Hall, City Clerk's Office
1 S Huron St
Ypsilanti, MI 48197
734-483-1100

INSTRUCTIONS

A. PROPOSALS AND SCOPE

1. Proposals shall provide for work in accordance with outlined specifications.
2. The owner will receive sealed proposals for work as herein set forth until **3pm, Wednesday, January 22nd, 2020**, at which time proposals will be publicly opened. *Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the City Clerk.*
3. Proposals must be submitted on forms furnished with the documents and include:
 - Statement of understanding
 - Specifications
 - Warranties
 - Per unit cost
 - Replacement part cost breakdown, with suggested on-hand quantities of each
 - Ongoing support descriptions and costs
 - Training proposal
 - Product manual
 - References and other information
4. Forms must be filled out in ink or typewritten with the signature in longhand; the completed forms shall be without any interlineations, alterations or erasure, and shall contain no recapitulation of the work to be done.
5. Proposal amounts shall be stated in written statement and figures; the written amounts stated shall govern. Proposals submitted in any other form will not be considered.
6. One unbound paper copy with the pricing page flagged and one electronic copy of the proposal must be delivered separately in an opaque *sealed* envelope, properly addressed, identified and labeled (*including FedEx and UPS labels*) as follows:

THIS ENVELOPE CONTAINS A PROPOSAL FOR:
CITY OF YPSILANTI MULTI-SPACE METERS
Submitted by: (Name of Applicant)
5. Proposals to be addressed and delivered to:

City Clerk
City of Ypsilanti
1 South Huron Street
Ypsilanti, MI 48197

6. Faxed or e-mailed proposals will not be accepted.
7. Applicants shall state any and all alternates to portion of work covered by base proposal. Applicant agrees that failure to fill such spaces on Proposal Form shall be interpreted that work covered by alternate may be incorporated in contract at no change in contract price at option of Owner. In the case award contract might depend upon the Owner's selection of alternates, Applicant understands that Owner will recommend rejection of any proposal of that fills such spaces with terms such as "NB", "NO BID", of similar statements for any applicable alternate. Each proposal must be submitted on the prescribed form. All blank spaces for proposal prices must be filled in ink or typewritten, in words, figures, or both as indicated.
8. Applicant's proposal price shall include all City, State, and Federal sales, excise and similar taxes which may be lawfully assessed in connection with performance of work and purchase of materials to be incorporated in work.
9. The applicant is required to submit no less than three references with his or her proposal.
10. Warranties for workmanship and selected material for the completion of the project shall be specified.

B. TECHNICAL REQUIREMENTS

1. Specifications

a. Overall

- i. Patrons will be able to pay for any parking space from any parking pay station.
- ii. Proposal shall include installation drawings and specifications.
- iii. Unit shall come equipped with all necessary items to complete the installation freestanding with its own pedestal.

b. Exterior

- i. Shall have weather-resistant design.
- ii. Shall have a 5-year warranty on the finish, including rust.
- iii. Surface must be powder-coated for graffiti and weather resistance, have several color options, and have an option for customized decals.
- iv. The cabinet must be easily recognizable as related to parking.
- v. Dimensions of the unit shall not exceed 20" on each side.
- vi. Unit color shall be specified by the City.

c. Compartments

- i. Shall have a separate compartment for maintenance/operations (upper) and collection vault (lower).
- ii. Shall have individual outer doors for each access.
- iii. Shall be vandal-resistant, with internal or recessed hinges.

- iv. Locks shall be high security, with anti-drill protection, and must require separate keys for operations/maintenance access and collections access.
- d. Operations/maintenance (upper)
 - i. All apertures shall be designed and/or shielded to discourage vandalism and insertion of foreign materials.
 - ii. Coin and card aperture locations must meet ADA requirements (center line of control not more than 42 inches above pedestrian access route; operable with one hand that doesn't require tight grasping, pinching, or twisting of wrist).
 - iii. The City prefers a system of plug-and-play for major components, allowing removal and replacement without the use of tools.
 - iv. Plugs for components should be designed to lock in place and not be reversible, to avoid inadvertent misconnections.
 - v. If any tools are required to remove/adjust components, they shall be commonly available.
 - vi. All circuit boards and components shall be sealed, highly water resistant, and operate in conditions of over 90% humidity and to temperatures down to 20 degrees below zero.
 - vii. Any internal heaters must be able to run using only the battery and solar power.
 - viii. Proposal shall describe how components are protected from moisture.
 - ix. Coin validator
 - 1. Shall contain an automatic shutter which opens for coin insertion, but not for non-metal objects or outside of a transaction.
 - 2. Shall reject foreign coins and slugs and exit them via coin return.
 - 3. Shall accept nickels, dimes, quarters, and dollar coins.
 - 4. If coin validator is inoperable, shall display a message to the user and still be able to accept card payment.
 - 5. Vendor will warrant that if the U.S. Mint changes the currency in any way that their machines will be updated to accept the new coins issued as well as the old coins at the manufacturer's expense.
 - 6. Shall alert remotely if inoperable.
 - x. Card reader
 - 1. Shall be capable of reading Smart Cards.
 - 2. Shall be compliant with the most up-to-date version of PA-DSS standards.
 - 3. If card reader is inoperable, shall display a message to the user and still accept coin payment.
 - 4. Shall alert remotely if inoperable.
 - xi. Power supply
 - 1. Shall include commercially available battery.

2. A voltage check system for the battery must be integrated into the pay station cabinet, and the voltage must be determinable using this check system in less than 5 seconds.
 3. Battery must be able to be removed and replaced in less than one minute for standard servicing.
 4. Shall include a solar panel for recharge of internal battery.
 - a. Solar panel shall be designed to meet unit power requirements.
 - b. Must be fully integrated with the meter cabinet.
 5. Shall include a separate backup battery to sustain clock, calendar, audit information, etc in the event of a main battery failure or during battery replacement.
 - a. Backup batteries shall be replaceable with simple tools.
 6. Shall have the ability to show balanced power supply and demand between the solar panel or battery (differentiating the two), and major components.
 7. Shall be able to alarm remotely when less than a user-programmable battery level is reached (ex, less than 72 hours of runtime).
- xii. Display
1. Proposal shall include description of display capabilities.
 2. Shall be easy to read in varied lighting conditions (full dark to full sun).
 3. Shall be vandal-resistant.
 4. Shall meet any applicable ADA requirements.
 5. Shall have the capability to display messages supplied remotely from management software.
 6. Shall display operating status messages to users and maintenance staff.
 7. Shall display customer transaction information.
 8. Shall offer multiple levels of security for access to data.
 9. On-screen displays will be in English by default. Proposal shall describe capability of operating in different languages.
- xiii. Keypad
1. The unit must have a full numeric, tactile feel keypad.
 2. When a key is pressed, an audible indication must be given to the user.
 3. Must be vandal resistant; weatherproof and corrosion-resistant.
 4. Keypad may be used to wake the meter from sleep mode.
- xiv. Printer
1. Provide a description of printer capabilities.
 2. Printing of a receipt should be optional, with the choice being given to the user.

3. Receipt shall be printed and cut internally and ejected to the customer.
 4. Shall be equipped with a self-sharpening cutter blade.
 5. Shall be equipped to remove any static charge so that receipts drop when cut.
 6. Shall receive paper in roll form.
 7. It should take a technician less than one minute to replace a paper roll.
 8. Shall be capable of printing in different fonts and sizes, and at a minimum shall include:
 - a. Unique receipt number
 - b. Transaction date and time
 - c. Expiration time and date
 - d. Amount paid
 - e. Machine number
 9. Receipt design shall be remotely programmable.
 10. Please note any sustainability options with regards to receipt paper used- coreless, recycled, BPA-free/recyclable, etc.
- e. Collections vault (lower)
- i. The collections vault must be accessed separately from the maintenance/operations of the meter.
 - ii. Describe the locking mechanism, as well as the process for re-keying. Include a discussion of security benefits, key and lock operation, maintenance, and any safety requirements. A locking system with audit trail is preferred. If an electronic locking system is proposed, describe how vault is accessed in case of power failure.
 - iii. Coin Canister
 1. Describe the coin collection method, and options, if any, as well as pros and cons of each method.
 2. Shall include a visible reset indicator to show readiness for reuse.
 3. Shall alert remotely when near capacity.
- f. Wireless two-way communications
- i. Meter shall be equipped with modem, antenna, and required software for cellular (GSM or CDMA) connections.
 - ii. Meter will not maintain a constant connection, but rather initiate communication to the management software &/or payment portal as needed.
 - iii. Self-initiated real time alarms, card authorization, and settlement.
 - iv. Specific timing for uploading files, status indicators, and downloading updates.
- g. Spare parts: Establish recommended supply to support installed meters.
- i. Include complete parts list, with recommended on-hand quantities, current costs, and trade-in value if offered.
 - ii. Expected life of major components.

- iii. Conditions for wholesale (or otherwise discounted) replacement of parts with a noticeably high failure rate.
 - iv. Describe delivery of additional parts, including supply sources and turnaround time.
 - h. Installation. The City intends to install the meters in City sidewalks or parking lots. The installation will include placing anchors/bases in the sidewalk &/or parking lot at locations identified by the City.
 - i. Vendor will install the base, per factory specifications.
 - ii. Vendor will deliver a fully prepared pay station to the City for full operational testing. The City takes possession of the unit when it is installed and tested in its final installation location.
 - i. Online approval and settlement of bank card transactions.
 - i. Vendor to offer proposal for payment processing with the City's vendor (Point and Pay) as well as their own vendor.
 - ii. Transaction messages shall be designed to inform customer of authorization status and decision.
 - iii. Proposal shall include an approach to queuing transactions when wireless services/servers are unavailable and once services/servers become available again approvals/settlements of the queue should not require operator intervention
 - iv. All machines must be PCI certified.
 - j. Other.
 - i. Max button, card increment button, and coin purchase shall be programmed to prevent customer payment for parking time outside of hours of operation including customer overpayment near the end of hours of operation.
 - ii. Unit shall have the ability to shut off specific meters for specific periods of time.
 - iii. Unit shall have the ability to accept and execute programming for holiday and event shutdowns.
 - iv. Unit shall have the ability to accept validation or coupon codes.
2. Warranty & Support & Training:
- a. Warranty.
 - i. Begins after the City accepts installation, functionality, and design of the system.
 - ii. Full coverage for machines or components for abnormal failure in service.
 - iii. Exceptions for vandalism and normal wear of any moving parts.
 - iv. Return/exchange procedure and cost.
 - v. 48-Month warranty on parts and service
 - 1. Duration of five (5) years is preferred
 - vi. 5-Year warranty on the finish
 - vii. Describe offer, benefits, and conditions
 - viii. The ability to respond to service request onsite within 24 hours.

- b. Technical support. Proposal shall provide for:
 - i. Personnel availability – 8:00 AM to 7:00 PM (Eastern Standard Time), Monday through Friday
 - ii. Maximum response time of one (1) hour.
 - iii. Description of personnel, assignments, and level of expertise available
 - iv. List techs and include notes indicating who is QIR certified
 - v. Description of staff chain of command communication structure to cover absences due to vacation, sick leave, business travel, etc.
- c. Technical manuals.
 - i. Proposals shall include providing operation manuals, including management software product.
 - ii. All manuals shall be written in American English.
- d. Performance standards.

The City expects reasonable performance standards to apply to various elements of meter operation at an individual machine level. The City will negotiate performance standards with the successful respondent for inclusion in contract prior to contract award. The proposal response shall include suggested performance elements and experienced performance standards for major pay station components and management software. Performance standards would be based on percentage of failure over a specific period of time. The following is a suggestion of some performance elements the City might reasonably expect.

 - a. Availability/Access to data 24 hours/day, 7 days/week, 365 days/year
 - b. Availability of local and technical support
 - c. Reporting – pay station to server communication.
 - d. Alarms – Available 24 hours/day, 7 days/week, 365 days/year
 - e. Data processing 24 hours/day, 7 days/week, 365 days/year
 - f. Statistical data and reporting
 - g. Credit card transaction Payment Card Industry (PCI) compliance
 - h. Data accuracy
- 3. Equipment Delivery and Storage:

The delivery/storage of the equipment shall be to the Department of Public Services, and coordinated no less than one week in advance.
- 4. Required Pre-Bid Meeting:

Bidders will be required to send a representative to the pre-bid meeting. Sign-in will be at City Hall (1 S Huron St, Ypsilanti MI 48197), in Council Chambers, at 11 a.m. on Wednesday, January 8, 2020.

PROPOSAL FORM

Owner: City of Ypsilanti, a Michigan home rule city
One S. Huron Street
Ypsilanti, MI 48197

Firm Name: _____ (herein called "Bidder")

* a corporation organized and existing laws of the State of _____

* a partnership consisting of _____

* an individual trading as _____

By: _____

Title: _____

Date: _____

Pursuant to and in compliance with the Specifications dated 12/6/2019 and all Addenda as prepared by the Owner, we the undersigned, propose to furnish all labor, materials, equipment, and all things necessary to perform all the work associated with:

CITY OF YPSILANTI MULTI-SPACE METERS

The undersigned as bidder declares that he/she has familiarized himself with the location of the proposed work and the conditions under which it must be performed, as well as the drawing and specifications which the undersigned acknowledges that he understands and accepts as adequate.

I. PROPOSAL (BASED BID):

The undersigned agrees to enter into an agreement with the Owner to complete the General Contract for the total price of:

_____ Dollars (use words)
_____ (Use numbers)

II. COST BREAKDOWN

- a. Meters & parts: _____
- b. Support: _____
- c. Labor: _____
- d. Other: _____

CITY OF YPSILANTI MULTI-SPACE METERS

III. MATERIAL BRAND OR TYPE (Attached specs):

a. Meters & parts:

b. Other:

IV. WARRANTIES:

V. PROPOSED STARTING DATE: _____

VI. ESTIMATED COMPLETION DATE: _____

VII. ATTACHMENTS:

- a. Reference list (no less than three in-state)
- b. Equipment specification
- c. Any other information

Signature: _____

Name: _____

Title: _____

ATTACHMENT 1

ADDENDUM TO AGREEMENT FOR SERVICES

This Addendum shall be a part of a certain Agreement between the CITY OF YPSILANTI, a Michigan municipal Home-rule corporation of One South Huron Street, Ypsilanti, Michigan 48197 referred to as "CITY", and _____, of _____, Michigan, referred to as "CONTRACTOR", a _____. (sole proprietor, corporation, partnership, etc.).

1. This Addendum is an addition and amendment to the primary Contract between the parties. In an event of a conflict between the language of this Addendum and the primary Contract, the language and terms of this Addendum shall take precedence.

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

3. The parties understand and agree that the CITY may terminate this Contract at any time with or without notice. In such event the CONTRACTOR will be compensated for work already completed.

4. This Contract is to be performed in Washtenaw County, Michigan, and all legal venue shall exclusively lie therein.

5. The parties agree that time is of the essence in the performance of this Contract by the CONTRACTOR.

6. Each provision of this Contract shall be separately enforceable, and in the event that a court of competent jurisdiction determines or adjudges that any provision of this Contract is invalid or illegal, such decision shall not affect the rest of the Contract which shall remain in full force and effect.

7. This Agreement shall be governed by and construed in accordance with the laws of Michigan.

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

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

10. For the purpose of the hold harmless indemnity and insurance provisions contained in this Contract, the term "CITY" shall be deemed to include the City of Ypsilanti and all other associated, affiliated, allied or subsidiary entities, or commissions, officers, agents, representatives, and employees.

11. The following Indemnification Agreement shall be, and is hereby, a provision of the Contract and shall be endorsed on the reverse sides of all certificates of insurance:

"The CONTRACTOR agrees to protect, defend, indemnify and hold the CITY and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copy right (or application for any thereof) or any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent."

12. Insurance.

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

b. Each certificate or policy shall require that, thirty days prior to cancellation or material change in the policies, notice thereof shall be given to the CITY by

registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the CONTRACTOR and identify the contract number.

c. All property losses shall be made payable to and adjusted with the CITY.

d. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State in which the work is performed and shall have a financial rating not lower than XI and a policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Certificates of insurance shall note A.M. Best's Rating. Companies with ratings lower than XI/B+ will be acceptable only upon written consent of the CITY.

e. All policies and certificates of insurance of the CONTRACTOR shall contain the following clauses:

(1) *The clause "other insurance provision" in a policy in which the CITY is named as an insured, shall not apply to the CITY.*

(2) *The insurance companies issuing the policy or policies shall have no recourse against the CITY (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.*

(3) *Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the CONTRACTOR.*

(4) *The CITY (at its option) shall be listed as an Additional Named Insured on the following insurance coverages provided by the CONTRACTOR.*

YES _____	NO _____	1)	Comprehensive General Liability
YES _____	NO _____	2)	Automobile Liability

f. The CONTRACTOR shall maintain at its own expense during the term of this Contract the following insurance:

(1) Worker's Compensation insurance with Michigan statutory limits and employers' liability insurance with minimum limits of \$500,000 each accident.

(2) General Liability insurance with a minimum limit of liability per occurrence of \$1 Million Combined Single Limit (Bodily Injury/Property Damage), with no aggregate.

This insurance shall indicate on the Certificate of Insurance the following coverages:

- (a) Independent Contractor and Subcontractors
- (b) Broad Form Contractual
- (c) Broad Form Liability Endorsement

(3) Automobile Liability insurance with minimum limits of liability, per occurrence, of \$1 Million Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated in the "Special Conditions" of the Contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (a) Owned automobiles
- (b) Hired automobiles
- (c) Non-owned automobiles

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

The insurance shall provide minimum limits of liability per occurrence of \$500,000. Combined Single Limit. Said insurance shall provide that the term "Owner" or CITY shall be deemed to include all authorities, boards, bureaus, commissions, divisions, departments, districts and offices of the CITY and the individual members, employees and agents thereof in their official capacities.

(5) Disability Benefits: The CONTRACTOR shall provide proof of compliance with the Disability Benefits Law. (If applicable).

g. If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the CONTRACTOR will be withheld until those requirements have been met, or at the option of the CITY the CITY may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.

h. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

i. If at any time any of the foregoing policies shall be or become unsatisfactory to the CITY to form or substance, or if a company insuring any such policy shall be or become unsatisfactory to the CITY, the CONTRACTOR shall upon notice to that effect from the CITY promptly obtain a new policy, submit the same to the City Manager for approval and submit a certificate thereof as herein provided. Upon failure of the

CONTRACTOR to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the CITY may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the CONTRACTOR from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification.

j. Certificate of Insurance; required language. The Certificate of Insurance obtained by the CONTRACTOR shall contain the following language: "The City of Ypsilanti, Michigan, its elected officials, officers, employees, boards, commission, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget, including the City of Ypsilanti, are named as additional insured, and such coverage shall be considered to be the primary coverage rather than any policies and insurance or self insurance retention owned or maintained by the City of Ypsilanti."

13. Conflict of Interest. The CONTRACTOR covenants that the CONTRACTOR (individually, or if a corporation, trust, limited liability company or partnership, "the entity") nor any officer, principal, partner, agent or employee of the entity has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the Contract. Further that if any such conflict of interest develops and exists during the term of the contract that the CONTRACTOR shall, within 7 days of the existence of such conflict of interest, notify the CITY in writing of the existence and nature of the said conflict of interest.

14. Contingent Fees. The CONTRACTOR warrants it has not employed or retained any company or person other than bonafide employees working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, or person, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, the CITY shall have the right to annul the Contract without liability or, at its discretion, to deduct from the fees due the CONTRACTOR, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

16. Non-Discrimination. The CONTRACTOR further agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability as set forth in the Americans With Disability Act, Michigan PWDA, age, height, weight, or marital status (except insofar as it relates to a

bonafide or occupational qualification reasonably necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Agreement.

And further, the Contractor agrees that it will not discriminate against any employee or applicant for employment with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, gender expression, age, marital status, disability status, familial status, educational association, source of income, height or weight that is unrelated to the individual's ability to perform the duties of a particular job or position and breach of the covenant may be regarded a material breach of this Contract.

The Contractor further agrees that it will, in all subcontracts relating to the performance of the work under this Contract, provide in its subcontracts that the Subcontractor will not discriminate against any employee or applicant for employment, to be employed in the performance of such Contract, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, gender expression, age, marital status, disability status, familial status, educational association, source of income, height or weight that is unrelated to the individual's ability to perform the duties of a particular job or position, and that breach of the covenant may be regarded as material breach of this Contract.

17. Permits. The CONTRACTOR shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consumers, due and sufficient notice shall be served upon those so affected.

18. Services. In the event the contract provides for improvement of real property or performing management construction services as provided in MCLA 125.1591, the following provisions apply:

(A) A contract between CONTRACTOR and the CITY for an improvement as provided above shall contain the following provisions:

(a) That if a CONTRACTOR discovers one or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the contractor shall promptly notify the CITY of the physical condition in writing:

(i) A subsurface or a latent physical condition at the site is differing materially from those indicated in the improvement contract.

(ii) An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the improvement contract.

(b) That if the CITY receives a notice under subdivision (A), the CITY shall promptly investigate the physical condition.

(c) That if the CITY determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the CITY's determination shall be made in writing and an equitable adjustment shall be made and the contract modified in writing accordingly.

(d) That the CONTRACTOR cannot make a claim for additional costs or time because of a physical condition unless the CONTRACTOR has complied with the notice requirements of subdivision (A). The CITY may extend the time required for notice under subdivision (A).

(e) The CONTRACTOR cannot make a claim for an adjustment under the contract after the CONTRACTOR has received the final payment under the contract.

(B) If the CONTRACTOR does not agree with the CITY's determination, with the CITY's consent the CONTRACTOR may complete performance on the contract.

(C) At the option of the CITY, the CONTRACTOR and the CITY shall arbitrate the CONTRACTOR's entitlement to recover the actual increase in contract time and costs incurred because of the physical condition of the improvement site. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment rendered may be entered in any court having jurisdiction.

20. Living Wage.

A. (1) Living Wages shall be paid according to the Ypsilanti Living Wage Ordinance, as provided in Chapter 2, Article VI, Division 4 of the Code of Ordinances for the City of Ypsilanti (The Ordinance); and

(2) Suitable notices shall be posted in the work place; and

(3) Evidence of compliance including payroll records shall be provided to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.

B. In the event of violation of the provisions of The Ordinance or this contract this contract may be modified or terminated to comply with the provisions of The Ordinance, including withholding of moneys in amount equal to Living Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the contract provided to any person found to have violated The ordinance.

C. Any employee shall have a separate cause of action to enforce the provisions of this contract and The Ordinance and any rights conferred under The Ordinance, in law and or equity, and any court of competent jurisdiction upon proper proof and the prevailing of the employee in such action, shall award actual damages, wage restitution, interest and actual attorney fees.

D. The City shall have the right to enforce this contract and The Ordinance in law or equity by court process including specific performance.

21. Iran Economic Sanctions Act 517 of 2013. Pursuant to the Iran Economic Sanctions act, MCL 129.211, before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Provider, the Provider must first certify that it is not an "Iran Linked Business" as defined by that law."

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

23. Americans With Disabilities Act Compliance. If this contract alters or resurfaces any streets, intersections, sidewalks, or curb ramps, CONTRACTOR shall ensure that each portion of the project, to the maximum extent feasible, shall be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities. Each project shall comply with the American's With Disabilities Act requirements, including 28 C.F.R. §§ 35.151(b),(c),(e)(1) and (e)(2) and 28 C.F.R. Part 36, App. A, the ADAAG.

Note: The City of Ypsilanti has chosen to follow the ADAAG standards rather than the UFAS standards. See United States Department of Justice ADA Title II Technical Assistance Manual, Section II-6.2100)

As used in this Section, the term "resurface" shall have the definition given by the United States Department of Justice Title II Technical Assistance Manual § II-6.6000 "Resurfacing beyond normal maintenance is an alteration. Merely filling potholes is considered to be normal maintenance."

As used in this Section, the term "to the maximum extent feasible" shall have the meaning set forth at 28 C.F.R. § 36.402(c).

As used in this Section, the term "readily accessible to and usable by persons with disabilities" shall have the meaning set forth at Section II-6.1000 of the US Department of Justice ADA Title II Technical Assistance Manual, and set forth at 28 CFR Appendix B Section 36.401.

24. In accordance with PA 517 of 2012, CONTRACTOR must certify that CONTRACTOR is not an Iran linked business, as set forth in the act. Signing this addendum is such certification.

25. The Contract and its attachments, and this Addendum, are the sole Contract and Agreement between the parties. Any changes, additions or deletions shall not be effective or actionable unless they are in writing signed by the parties.



Meeting: Prebid - Meters

Date: 1/8/2020

Sign up to receive City emails at cityofypsilanti.com/list!



City of Ypsilanti

Multi-Space Meters

Parking Access Revenue Control Proposal

January 22, 2020

Light & Breuning, Inc.
PARKING SYSTEMS

912 Lawrence Drive Fort Wayne, IN 46804 (260)422-6456 Fax (260) 422-6457 www.lbpark.com
(800) 947-4064 Indianapolis (317) 824-9519 Lansing (517) 203-4706 Grand Rapids (616) 233-0785





Letter of Transmittal

January 22, 2020

Bonnie Wessler
Office of the City Clerk
1 S Huron St
Ypsilanti, MI 48197

RE: Multi-Space Meters

Bonnie:

Thank you for the opportunity to submit our proposal to furnish, install and support an advanced automated parking access control system for the City of Ypsilanti. Partnering with MacKay, Light & Breuning, Inc. has crafted a proposal that will demonstrate the following unique and significant values that are created by our team:

- Our proposal has been thoughtfully engineered to efficiently and creatively apply the newest technologies for the benefit of all stakeholders who use the City of Ypsilanti's parking facilities.
- We will demonstrate our passion to deliver best practice solutions for the City of Ypsilanti.
- We are pleased to offer a selection of value-added recommendations that will both enhance the customer experience and provide the City of Ypsilanti the opportunity to maximize the value for each dollar spent.

Should you have any questions please do not hesitate to contact me at 800-947-4064.

Light & Breuning, Inc.



Tim W. Breuning, President

Encl.



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I. Statement of Understanding

Light & Breuning, Inc. is familiar with the location of the proposed work and the conditions under which it must be performed.

II. Specifications

Light & Breuning, Inc.'s proposed solution for the City of Ypsilanti is the MacKay Tango™ pay station. This pay station offers superior customization, reliability in all climates, vandal-resistant security features, and supports more rate structures and menu options than other pay stations and meters.

A. Overall

- Patrons will be able to pay for any parking space from any parking pay station.
- The unit will come equipped with all necessary items to complete a freestanding installation.
- The installation drawings and specifications provided (included in Section VI Documentation) include site preparations and pay station installation instructions.

B. Exterior

- The Tango pay station's weather and vandal-resistant construction keeps internal components safe and protected and minimizes the need for preventative maintenance, even in harsh climate conditions.
- The Tango pay station shall have a 5-year warranty on the finish; however, the Tango's cabinet and doors are made of welded reinforced Grade 304-2B, 9-gauge stainless steel and is further protected by a powder-coat pain process minimizing the likelihood of rust.
- The Tango is made of stainless steel and is powder-coated with graffiti resistant paint that is available in several color options. Color options and decals can be customized for the City of Ypsilanti.
- The Tango comes with industry-standard "P" or "\$P" parking decals placed on either side of the pay station.
- Cabinet dimensions for the Tango are 53.3" (H) x 12.4" (W) x 13.75" (D).

C. Compartments

- The MacKay Tango pay station has separate high security locks for the cash box, cash vault, and main door.
- The pay station has separate compartments for maintenance/operations and the collection vault.
- The Tango pay station is vandal-resistant with internal hinges.



D. Operations/maintenance (Upper)

- The Tango pay station is designed with openings that are designed to discourage the insertion of foreign materials and vandalism.
- The Tango is ADA compliant.
- The MacKay Tango is designed as plug-and-play for major components with easy removal and replacement using your choice of either a screwdriver or a socket/nut driver.
- The Tango pay station has plugs designed to avoid inadvertent misconnections.
- All maintenance can be done with the following commonly available tools:
 - #1 Phillips screwdriver
 - #2 Phillips screwdriver
 - Precision slot screwdriver
 - ¾" or 19mm wrench
 - ½" or 13mm nut driver, wrench or socket
 - 7/16" or 11mm nut driver, wrench or socket
- All Tango components are designed to operate in conditions of over 90% humidity and to temperatures down to 20 degrees below zero.
- The Tango does not require an internal heater due to its wide range operating temperature and insulation.
- Internal components of the Tango are protected from moisture by a rubber gasket lining the maintenance and vault doors of the pay station. The solar panel is integrated and sealed on the top of the pay station. All internal boards are conformally coated to protect from moisture, dust, and other environmental factors.
- Condensation build-up inside the meter can be minimized by ensuring that there is some air circulation possible within the upper cabinet and that the machine is level/vertical allowing water that may have collected in the cabinet following maintenance carried out during any rainy conditions to drain properly from the interior cabinet through drain holes provided in the bottom of the cabinet for this purpose.
- Where possible, interior walls of the top half of the Tango are covered with a silver-backed bubble layer, providing some insulation against both hot and cold extremes.
 - Coin Validator
 - The Tango does not use an automatic coin shutter, as these devices are typically maintenance intensive. Instead, a stainless steel coin slot is installed in front of the coin validator and additional sensors are located in the coin validator to detect foreign objects.
 - The most current version of MacKay's SmartChute™ coin chute has inductive-type coil sensors which detect metallic object of sufficient size/density. Each sensor can be used by the meter to serve two



roles – 1.) coin insertion and validation 2.) metallic object jam detection. There is also an optical IR sensor in the SmartChute™ that is used to detect the presence of opaque objects (both metallic and non-metallic). All non-validated objects are rejected to the coin return.

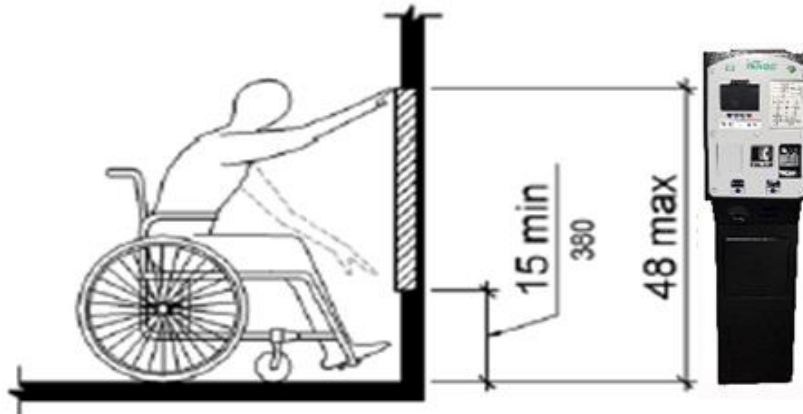
- The Tango accepts nickels, dimes, quarters, and dollar coins.
 - The Tango shall display a message to the user instructing them to pay by card if the coin validator is inoperable.
 - The Tango will alert remotely if inoperable.
 - MacKay warrants that if the U.S. Mint changes the currency in any way that they will update their machines to accept the new coins as well as the old coins at no cost to the City of Ypsilanti.
- Card Reader
 - The Tango is capable of reading Smart Cards.
 - The Tango is compliant with the most up-to-date version of PA-DSS standards.
 - The Tango shall display a message to the user instructing them to pay by coin should the card reader become inoperable.
 - The Tango will alert remotely if inoperable.
 - Power Supply
 - The Tango includes a commercially available battery.
 - The Tango includes a voltage check system for the battery that is integrated into the pay station cabinet. The voltage must be determinable using this check system in less than five seconds.
 - The Tango battery is able to be removed and replaced in less than one minute.
 - The Tango includes a solar panel that recharges an internal battery.
 - The solar panel on the Tango has been designed to meet unit power requirements.
 - The Tango's power supply is fully integrated with the meter cabinet.
 - A second battery is not used nor is it required in the Tango.
 - The Tango retains the audit and calendar information as well as other operational log files in non-volatile Flash memory that is retained even when power is removed, or the main battery goes completely dead. The clocks are re-synced with the server as soon as power is restored.
 - MacKay monitors the battery level and knows the amount of power draw from each component, but this is not available as a report or graphic. The battery level of each meter is available as a graphic in mkAnalytics.



- The Tango will alarm remotely when battery level reaches a less than user-programmable level.
- Display
 - The Tango has a large ¼ VGA (4.5" W x 3.5" H viewing area) color graphics LCD with a built-in LED backlight. The display provides for contrast adjustment and has high-visibility and legibility even in bright sunlight conditions. The display is oriented in landscape view and has 320 x 240 RGB pixels (256K display colors) allowing for both graphics and text in a wide variety of sizes to be possible. The display features include an anti-glare surface treatment making viewing in direct sunlight easier. For characters or graphics to be visible, the LED backlight is active whenever the display is on. The display is protected by a high-quality ¼" thick clear Lexan polycarbonate cover which has a UV inhibitor additive to extend the life of the Lexan and to allow for clear, unhindered viewing of the front display.
 - The display provides for contract adjustment and has high-visibility and legibility even in bright sunlight conditions. The display features include an anti-glare surface treatment making viewing in direct sunlight easier. For darker or nighttime conditions, the LED backlight is active whenever the display is on.
 - The Tango was designed with resistance to vandalism and burglary attack in mind. Each access door is mounted to ensure a tight fit, resisting forced entry by the use of prying devices. The Tango's design is such that there are three distinct compartments, each separated by heavy steel. The cash box is in the center of a double-walled cash vault compartment. Access to the cash vault is not possible from the open upper service cabinet, or the open lower service space.
 - The MacKay TANGO™ multi-space pay station is compliant with the Federal Americans with Disabilities Act (ADA).
 - The pay station screen is 45.5" above the base of the unit. Pay station controls/keypad is 43" above the base of the unit.



- The force required to activate operable parts is less than 5 pounds.



- The Tango has the capability to display messages supplied remotely from management software.
- The Tango shall display operating status messages to users and maintenance staff.
- The Tango shall display the following customer transaction information.

Icons will be on this line

Plate No. 1/ABC123

PRESS +/- TO SELECT CREDIT CARD TIME
OR INSERT COINS

Card: \$ 1.50

Coin: \$ 0.85

**Expiry: 02:26
Jul 4, 2018**

✓ Print ✕ Cancel

- The pay station manages up to 3 separate languages that may include English, Spanish, and French. In operation, the pay station will be configured with a default language that would be displayed and used at the start of each transaction. Should the end consumer desire an alternate language, they would select the alternate language button until the desired language is selected. The selected language would be active until a predefined and configurable interval expires or until the end of the transaction.



- Keypad
 - The Tango uses 2 tactile feel keypads; a 4-button Piezo keypad for selecting options on the screen (+, -, ✓, x) and a Piezo alphanumeric keypad for entering license plate numbers.
 - Both keypads provide audible feedback when pressed and both are ADA compliant for the amount of pressure required to activate. Keypads can also be used while wearing gloves.
 - The Tango keypad is vandal-resistant, weatherproof, and corrosion-resistant.
 - The Tango keypad can be used to wake the meter from sleep mode.
- Printer
 - The Tango uses a thermal printer so there is no requirement for ink. The printer is robust and will work reliably with any paper that meets the minimum manufacturer. Upon transaction completion i.e., payment being confirmed and/or authorized if credit card payment is used, the most typical configuration is to automatically print a receipt. Some customers who used pay-by-plate by space configuration, request that the pay stations be configured to not print a ticket/receipt or to print a ticket based on a user request.
 - The City of Ypsilanti meters will be configured/programmed such that at the end of the transaction, the customer will be given a timed option to request a printed receipt by pressing the 'Confirm' button. If the confirm button is not pressed within a programmable period, the transaction automatically completes, and the home or welcome screen will be presented to the next user. Pressing any other key or the cancel button will also complete the transaction without printing the ticket/receipt.
 - The Tango's receipts are printed and cut internally and ejected to the customer.
 - The Tango's receipt printer is equipped with a self-sharpening blade.
 - Tango receipts will drop when cut.
 - The Tango receives paper in roll form.
 - The default information that can be found on the ticket is listed below; other customizations to meet specific customer needs are possible.
 - Operator and/or site name
 - Machine ID
 - Expiry time
 - Expiry date
 - Amount paid for parking
 - Parking stall number
 - Time of transaction



- Date of transaction
- Credit card number (last 4 digits)
- Sequence number produced by the machine with each transaction
- Editing of the details of the printed ticket is done using the Sentinel Ticket Editor Module.
- The paper used for the Tango is the City of Ypsilanti's choice. MacKay provides various paper rolls options including recycled paper. The City is also welcomed to purchase paper from third-party companies.

E. Collections Vault (lower)

- The Tango's collections vault is accessible separately from the maintenance/operation of the meter.
- The vault door locking mechanism is made of four (4) 10-gauge stainless steel slide bars offering a total of nine (9) locking points distributed on all four sides of the door, which has both an inner and outer steel wall and is equipped with a
- high security Medeco lock. This locking system allows access only to the cash vault for cash box removal/replacement. Keys should be assigned only to the collection personnel. The collection vault keys do not allow access to the cash box contents.
- The vault door in front of the cash vault is a double-walled door. Additionally, the vault door is equipped with a switch allowing detection of any opening of the vault door. If a change in the switch status is detected (i.e. opened or closed) and the presence or absence of the cash box, the Tango will send an alert message to the Sentinel™ MMS providing notification whenever these events happen (i.e. during collection or maintenance).
- The Tango includes a visible reset indicator to show readiness for reuse.
- The Tango will alert remotely when near capacity.

F. Wireless Two-Way Communications

- The Tango is wireless for two-way communications.
- The Tango uses either a 3G (HSPA, HSPA+) or 4G LTE upgradable cellular modem which supports the telecommunications provider of choice (i.e. AT&T, T-Mobile, Verizon, etc.). It is protected inside the pay station with an antenna that runs outside the door frame for maximum signal strength. The antenna is protected by an industrial strength polycarbonate material that doesn't inhibit the cellular communications.
- The Tango will not maintain a constant connection; rather, the Tango will initiate communication to the management software and/or payment portal as needed.
- The Tango self-initiates real-time alarms, card authorizations, and settlements.



- Most files transfers can be done in less than 30 seconds and are either scheduled during regular off-hour communications times or during periods where the modem has been activated for authorization (to efficiently utilize the modem time after power up).

G. Spare Parts

- A complete spare parts list is provided below. This listing is provided for illustrative purposes and is based on a procurement of approximately 15 Tango machines.
 - Cash Box Vault Switch Assembly
 - Tango Upper Coin Chute
 - Power Distribution Board
 - Tango Printer Assembly
 - Cabinet to Main Door Switch Assembly
 - 1X6 Keypad
 - Smart Chute Plus
 - Escrow
 - Card Reader
 - Tango Radio Assembly
 - Customer Solar Panel 6.5 Watt
 - Antenna for Solar Configuration
 - Mk Tango CPU Assembly
 - 40-Amp Battery Assembly
- Life-expectancy of major components is 7-10 years.

H. Installation

- Light & Breuning, Inc. will deliver a fully prepared pay station to the City of Ypsilanti for full operational testing. The City takes possession of the unit when it is installed and tested in its final installation location.
- Light & Breuning, Inc. will install the base per factory specifications.

I. Online Approval and Settlement of Bank Card Transactions

- Currently, Point and Pay is not a supported gateway for MacKay. All credit card transactions that originate at any Tango are authorized using an internet-based secure payment gateway solution provided by CreditCall Ltd.
- The Payment Gateway will be set-up and configured such that all credit card transactions will be processed and settled using the merchant's (i.e. the City's) specific bank and merchant processor. All credit card transactions are settled typically within 24 hours (dependent on the specific merchant processor) at which time the funds associated with the credit card transactions would be



- deposited directly into the City's bank account. For credit card transactions that are initiated from the Tango, any connection to the Payment Gateway is facilitated by a server managed by MacKay which is covered under MacKay's PCI DSS compliance validation.
- CreditCall and MacKay are authorized to work with the following Merchant Processors:
 - Bank of America
 - Chase Paymentech
 - Desjardins
 - Elavon via Conex
 - First Data (DL Host Nashville)
 - Global Payments (East)
 - Heartland
 - Moneris Solutions (eSelect)
 - RBS WorldPay Lynk Systems
 - Vantiv Fifth Third Bank
 - Vantiv Mercury
- The Tango's transactions messages are designed to inform the customer of authorization status and decisions.
- When a credit card is swiped or tapped at the Tango, the meter/pay station initially performs basic checks for card type, and expiry date, as well as checking for being on the "hotlist" file. If any of these local checks fails, the transaction is immediately declined and aborted, with an appropriate message displayed to the cardholder. If the swiped card is a valid credit card, the Tango attempts to connect to the internet wirelessly, via a cellular modem registered on the appropriate CDMA, GPRS or HSPA network. The behavior of the machine from this point forward is dependent on activation of the "hold and send" feature.
- If the "hold and send" feature is NOT active, credit card authorization is only possible if the Tango successfully connects to the cellular network and establishes a secure connection to the Payment Gateway. If the Cellular Network connection is successful, the Tango then causes a secure SSLv3 socket connection to the Payment Gateway to be established, forwards the credit card details to the Payment Gateway, and waits for a response. The Payment Gateway will forward the transaction to the cardholder's issuing bank, through the merchant's processor which will either authorize or decline the transactions. The response is passed back to the Tango from the Payment Gateway. If the credit card transaction is authorized, the cardholder is provided a confirmation of payment on the screen by the aware of parking time on the meter. An appropriate message is displayed if the credit card is declined.
- If the "hold and send" feature is active, the Tango's behavior is similar to what is described above; however, if the time to establish the Cellular Network connection or connecting to the Payment Gateway exceeds a programmable period of time, the credit card transaction will be accepted by the Tango without authorization. In this circumstance the cardholder is provided a confirmation of



- payment on the screen, by the award of parking time on the Tango. The Tango will continue to attempt to make a network/gateway connection to authorize this transaction for a programmable period of time. If any attempt is successful, the
- credit card transaction gets authorized or declined in the usual fashion. If no attempt made in that period was successful, the Tango will hold the transaction until the next established network connection. Parking time awarded to a cardholder is never taken away or removed in the event that the credit card transaction is subsequently declined. The number of credit card transactions that can be provisionally accepted and held by the Tango at any given time is programmable via the Sentinel™ MMS, with the maximum limit set at 100 transactions for the Tango pay station.
- The MacKay Tango pay stations are able to accept credit card payments in compliance with PCI Standards including Visa, MasterCard, Discover and American Express. MacKay Meters has satisfactorily met the security requirements of the Payment Card Industry Data Security Standard (PCI DSS) as a Level 1 Service Provider and is registered with both Visa and MasterCard. J.J. MacKay Canada Limited/MacKay Meters, Inc. is listed on Visa's Global List of PCI DSS Validated Service Providers <http://www.visa.com/splisting> and MasterCard's Compliant Service Provider List <http://www.mastercard.us/en-us/merchants/safety-security/security-recommendations/merchants-need-to-know.html>

J. Other

- The Tango's max button, card increment button, and coin purchase shall be programmed to prevent customer payment for parking time outside of hours of operation including customer overpayment near the end of hours of operation.
- Each Tango unit has the ability to shut off the meter for specific periods of time.
- Each Tango has the ability to accept and execute programming for holiday and event shutdowns.
- The Tango pay station does NOT currently have the ability to accept validations or coupon codes.



III. Warranties

Please see below the MacKay Meters, Inc. warranty terms.

Terms of Warranty

MacKay Meters, Inc. and J.J. MacKay Canada Limited ("MacKay")

The product that you have purchased is warranted by the manufacturer, J.J. MacKay Canada Limited ("MacKay"), for a period of one (1) year from the date of delivery against defects in workmanship and/or materials. The warranty starts one (1) month from MacKay's recorded shipping date.

This warranty specifically excludes any other product not manufactured, but sold by MacKay, as these products are warranted by their respective manufacturers.

Workmanship and/or parts that prove to be defective during the warranty period will either be repaired, adjusted or replaced at MacKay's option. No repair, adjustment or replacement by MacKay in response to a warranty claim shall extend the length of the warranty. MacKay's obligations under the warranty are restricted to repair or replacement of defects in workmanship and/or materials.

Should repair become necessary during the warranty period, send your product, postage or freight prepaid, to our service center at 1342 Abercrombie Road, Pictou County, Nova Scotia, Canada, B2H 5C6 or as advised from time to time. Any product repaired or replaced under this warranty will be returned to the owner with freight prepaid. MacKay will not accept delivery of the product or any of its parts for warranty repairs unless prior authorization has been given. Contact MacKay for return procedure.

The foregoing warranty is exclusive and in lieu of all other express warranties and implied warranties, including but not limited to, the implied warranties of merchantability and fitness of purpose, which are specifically excluded. In no event shall MacKay, its agents, servants, contractors and subcontractors be liable for damages including, but not limited to, economic and consequential losses such as loss of revenue, loss of profits, loss of business or loss of goodwill whether direct or indirect or any other incidental, exemplary and punitive damages whether in contract, tort or otherwise or any other claims or expenses in any manner resulting directly or indirectly from or connected with the supply of the products.

Any improper or negligent use, any alteration or repairs not in accordance with MacKay's written directions or performed by others in such manner as in MacKay's sole judgment affects the product materially and adversely, shall void this warranty.

This warranty does not cover damages, defects or failures caused by or due to accident, improper handling or operation, use of products for experimental purposes, natural disaster, vandalism, misuse, terrorism, abuse and neglect of routine maintenance as instructed by MacKay from time to time.

The customer is responsible for the security of its parking system including hardware and software. The customer has been made aware by MacKay of the types of theft and fraud which may occur. The customer acknowledges and agrees that MacKay is not responsible in warranty or in contract for any repair, replacement or damages of any sort caused by fraud and/or theft or illegal means.

No employee or representative of MacKay, its agents, servants, contractors and subcontractors is authorized to change this warranty in any way or grant any other warranty unless in writing and signed by an officer of MacKay.

April 1, 2006

**Light & Breuning, Inc. Service and Support**

- Light & Breuning, Inc. warrants that we will provide field labor at the customer site during normal business hours to service the factory warranty for a period of up to FIVE YEARS from the date of substantial completion and/or system startup.
- Normal business hours are Monday - Friday 8:00AM - 5:00 PM, excluding holidays.
- Customer will receive a remote response within one (1) hour of receipt of service request. Customer is guaranteed a response on site (if necessary) by a Light & Breuning, Inc. Service Technician within twenty-four (24) business hours of receipt of service request (during normal business hours). Normal business hours are Monday through Friday, 8 AM to 5 PM Eastern Time, excluding weekends and holidays.
- Emergency service is provided after hours, on weekends, or during holidays.
- Requests can be made through our website at www.LBPark.com.
- Emergency after hours support is available 24/7 at prevailing rates.

IV. Professional Experience

Over the past 60 years, Light & Breuning, Inc. has earned a reputation for its proactive approach to dealing with a diverse clientele while delivering reliable service and customer-focused results. Founded in 1953, Light & Breuning, Inc. is a closely held company that was established as a sole proprietorship, became incorporated in Indiana in 1984, and was registered with and authorized to do business in the state of Michigan in 1995. Our staff consists of dedicated and enthusiastic professionals who possess skills sets including project management, system engineering, system integration, site layout, product support, contract administration, network communication, and customer service. The company has accumulated an impressive customer list with over six hundred completed installations for a wide variety of customers whose parking access and control needs require customized yet flexible solutions. Our customers, end users and general contractors will verify that Light & Breuning, Inc. has the in-depth knowledge and experience to meet and exceed customer expectations.



Light & Breuning, Inc. has been in business since 1953 and has an excellent credit rating. The company provides project management, field installation, training and system support with direct employees. To provide the best support to our customers, Light & Breuning, Inc. offices, repair center and parts depot are centrally located in Fort Wayne, Indiana.



Our team understands site requirements, conduit layouts, and most importantly, the need to provide extraordinary service to all parking patrons. Our team will hit the ground running and meet the necessary milestones for each phase without delay, loss of parking revenue, or inconvenience to parking patrons.

Selected list of PARCS system manufacturers listed below.



The Light & Breuning, Inc. team has accumulated over 100 years of experience with integrating, installing, and supporting automated parking control systems. Key personnel supporting the City of Ypsilanti will include:

- **Tim Breuning, Sales Relationship Manager**
25 years' experience
Tim will be responsible for customer communication, project meetings, documentation, and general support of the project
Phone: (317) 824-9519
E-mail: tbreuning@Lbpark.com
- **John Potter, Project Engineer (Indiana-Based)**
21 years' experience
Level 3 DESIGNA certified
John will be responsible for engineering the product application and overseeing the installation
Phone: (317) 824-9519
E-mail: japotter@Lbpark.com
- **Steve Bell, Project Engineer (Michigan-Based)**
31 years' experience
Steve will be the on-site project manager coordinating installation forces, handling weekly project meetings and manufacturer liaison
Phone: (317) 824-9519
E-mail: sbell@Lbpark.com



- **Jonathan Porter, Project Engineer (Indiana-Based)**
5 years' experience
Level 3 DESIGNA certified
Jonathan will be assisting in setup and installation of system, and providing hardware and software support
Phone: (317) 824-9519
E-mail: jporter@Lbpark.com
- **Gerry Saam, Product Support (Indiana-Based)**
1 years' experience
Level 2 DESIGNA certified
Gerry will be responsible for product support
Phone: (317) 824-9519
E-mail: gsaam@Lbpark.com
- **Aaron Fare, Product Support (Michigan Based)**
1 years' experience
Level 2 DESIGNA certified
Aaron will be responsible product support
Phone: (317) 824-9519
E-mail: afare@Lbpark.com
- **Lisa Shoup, Materials/Contract Manager**
16 years' experience
Lisa will be responsible for contract administration and purchasing/inventory of all system components
Phone: (317) 824-9519
E-mail: lshoup@Lbpark.com
- **Brian Sorg, IT Engineer**
18 years' IT experience
Brian will be responsible for network communications and network security
Phone: (317) 824-9519
E-mail: bsorg@Lbpark.com
- **Kristy Dossen, Sales Coordinator**
14 years' Customer Service Experience
Kristy provides general administrative support, including quoting and documentation
Phone: (317) 824-9519
E-mail: kdossen@Lbpark.com

**V. References**

- **Battle Creek, MI** (2 garages)
Hamblin Ave. Garage (6 lanes, 162 spaces)
Located at: 40 West Hamblin Ave. Battle Creek, MI 49017
Contact reference: Leslie Hoffmann, Systems Manager, (269) 342-6383
E-mail: leslie.hoffmann@abm.com
DESIGNA Blue Edition - Barcode
Project completed: April 2016

Michigan Ave. Garage (6 lanes, 700 spaces)
Located at: 80 West Michigan Ave, Battle Creek, MI 49017
Contact reference: Leslie Hoffmann, Systems Manager, (269) 342-6383
E-mail: leslie.hoffman@abm.com
DESIGNA Blue Edition - Barcode
Project completed: July 2017
- **Gerald R. Ford Airport, Grand Rapids, MI**
5500 44th Street SE, Grand Rapids, MI
Contact reference: Dan Villalobos, (616) 233-6073
E-mail: dvillalobos@grr.org
DESIGNA Blue Edition – Magstripe
Projected Completion: November 2018
- **City of Grand Rapids**
Gallery Garage (4 Lanes)
Located at: 14 Commerce Ave SW, Grand Rapids, MI 49503
Contact reference: Aaron Terpstra, (616) 456-3289
E-mail: aterpstra@grand-rapids.mi.us
DESIGNA Blue Edition - Barcode
Project completed: January 2019

Cherry Garage (6 Lanes)
Located at: 14 Commerce Ave SW, Grand Rapids, MI 49503
Contact reference: Aaron Terpstra, (616) 456-3289
E-mail: aterpstra@grand-rapids.mi.us
DESIGNA Blue Edition - Barcode
Project completed: June 2019

Weston Garage (4 Lanes)
Located at: 67 Cherry St. SW, Grand Rapids, MI 49503
Contact reference: Aaron Terpstra, (616) 456-3289
E-mail: aterpstra@grand-rapids.mi.us
DESIGNA Blue Edition - Barcode
Project completed: September 2019

**VI. Pricing**

CITY OF YPSILANTI MULTI-SPACE METERS

PROPOSAL FORM

Owner: City of Ypsilanti, a Michigan home rule city
One S. Huron Street
Ypsilanti, MI 48197

Firm Name: Light & Breuning, Inc. (herein called "Bidder")

* a corporation organized and existing laws of the State of Indiana

* a partnership consisting of _____

* an individual trading as _____

By: Kristy Dossen

Title: Sales Coordinator

Date: January 21, 2020

Pursuant to and in compliance with the Specifications dated 12/6/2019 and all Addenda as prepared by the Owner, we the undersigned, propose to furnish all labor, materials, equipment, and all things necessary to perform all the work associated with:

CITY OF YPSILANTI MULTI-SPACE METERS

The undersigned as bidder declares that he/she has familiarized himself with the location of the proposed work and the conditions under which it must be performed, as well as the drawing and specifications which the undersigned acknowledges that he understands and accepts as adequate.

I. PROPOSAL (BASED BID):

The undersigned agrees to enter into an agreement with the Owner to complete the General Contract for the total price of:
Two Hundred Eleven Thousand Six Hundred Fifteen - _____ Dollars (use words)
\$211,615.00 (Use numbers)

II. COST BREAKDOWN

- a. Meters & parts: Meters - \$8,278 each (price does not include spare parts)
- b. Support: 5-year Warranty Support - \$30,000 (15 Meters)
- c. Labor: Field Installation - \$45,000 (15 Meters)
- d. Other: Freight - \$2,250
- Recurring Fees:
 - Monthly Hosted Services to Ypsilanti - \$55/month/pay station
 - 1st Year - \$9,900 (15 Meters)
 - Set-up Fee to Ypsilanti - \$295 (one-time)

12/6/2019

Page 11 of 20



CITY OF YPSILANTI MULTI-SPACE METERS

III. MATERIAL BRAND OR TYPE (Attached specs):

a. Meters & parts:
Mackay Tango Pay Stationb. Other:
N/AIV. WARRANTIES:
5-Year Parts & Labor Warranty

V. PROPOSED STARTING DATE: Eight ARO

VI. ESTIMATED COMPLETION DATE: 12 Weeks ARO

VII. ATTACHMENTS:

- a. Reference list (no less than three in-state)
- b. Equipment specification
- c. Any other information

Signature: _____

Name: Kristy Dossen

Title: Sales Coordinator



Notes:

- 1.) This quote expires in 60 days.
- 2.) Deposit of 25% requested at the time of order.
- 3.) Balance due 30 days after completion / after test & acceptance.
- 4.) Monthly Hosted Services fee is \$55 per pay station per month paid directly to MacKay.
- 5.) One-time set-up fee of \$295 paid directly to MacKay.



Spare Parts Pricing

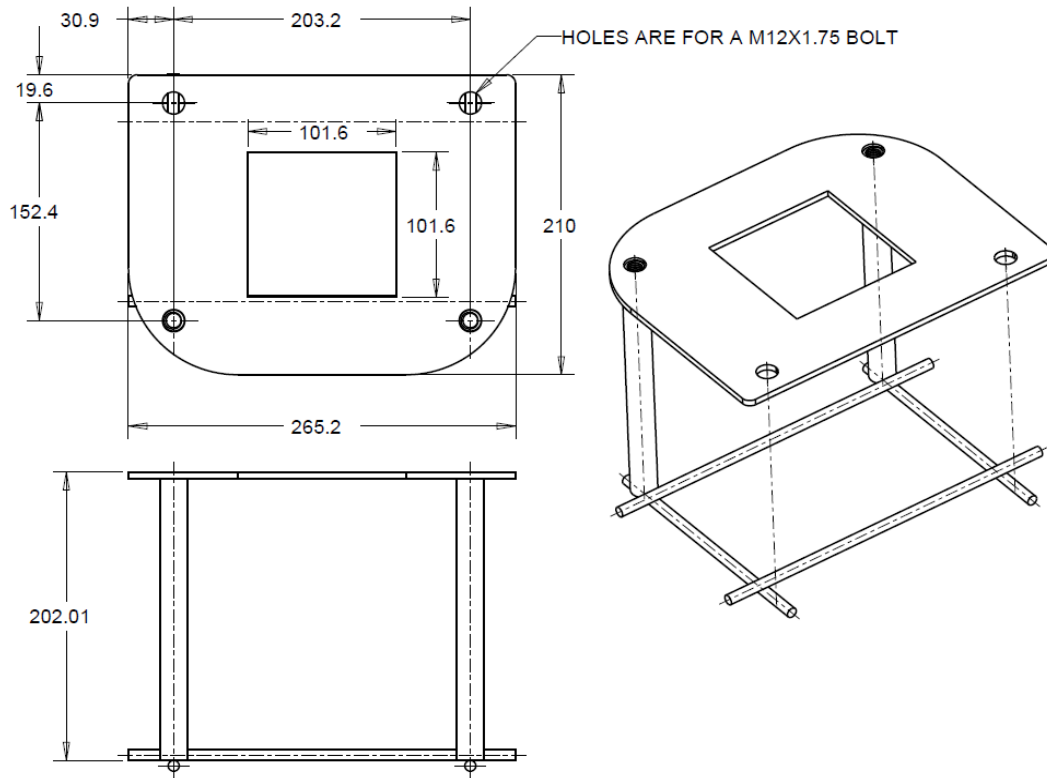
Part Number	Description	Recom. #	Price per part
46PD0651100	Tango Pedestal Assembly	2	\$1195.14
46PD6000250	Service Door Assy	2	\$107.94
46PD3052000	Elite Cash Box Assembly	2	\$252
30PD6051000	Cash Box_Vault Switch Assy	2	\$35.94
46PD3051750	Elite Lower Coin Chute Assy	2	\$23.94
46PD6051200	Vault Door Assembly	2	\$539.94
50PD0000100	Vault Door Lock Assy	2	\$89.94
50PD0000340	M3 Medeco Lock	2	\$59.94
46PD651500	Tango Upper Cabinet Assembly	2	\$719.97
46PD6051525	Tango Upper Coin Chute	2	\$58.74
15PD5051022	Power Distribution Board	2	\$599.94
30PD6051200	Tango Printer Assembly	3	\$939.95
70TK0000050	Paper Roll	5	\$40.00
46PD6051575	Tango Printer Chute	2	\$35.94
46PD6051050	Tango Main Door Lock Assembly	2	\$179.94
50PD0000320	M3 Medeco Lock c/w nut	2	\$59.94
30PD6051050	Cabinet to Main Dorr Switch Assy	2	\$35.94
46PD6051700	Tango Main Door Assembly	2	\$719.94
30MM0000100	1x6 Keypad	3	\$107.94
46PD6000110	Tango Aluminum Front 1x6 Keypad PaybyPI/Coin/Card	1	\$107.94
30PD3000200	Pay by Plate c/w 4 -M4 nuts	2	\$599.94
20GD0000025	Smart Chute Plus	5	\$58.74
30PD0000166	Escrow	3	\$191.94
46PD6051750	Tango Coin Cup Assembly	2	\$3.60
25PD0000005	Magstripe Card Reader Assembly	2	\$299.94
25PD0000040	Card Reader	4	\$179.94
15PD6051300	Tango Radio Assembly	4	\$263.94
30PD6000000	Custom Solar Panel 6.5 Watt	3	\$41.94
30PD6052010	Antenna for Solar Configuration	2	\$23.94
30PD6051300	Tango CPU Assembly	2	\$1079.94
30PD0000105	40-Amp Battery Assembly	5	\$300.00
46PD6000905	Tango Anchor	1	\$180.00
15PD5000425	UIC Contactless Reader	3	\$600.00

Notes:

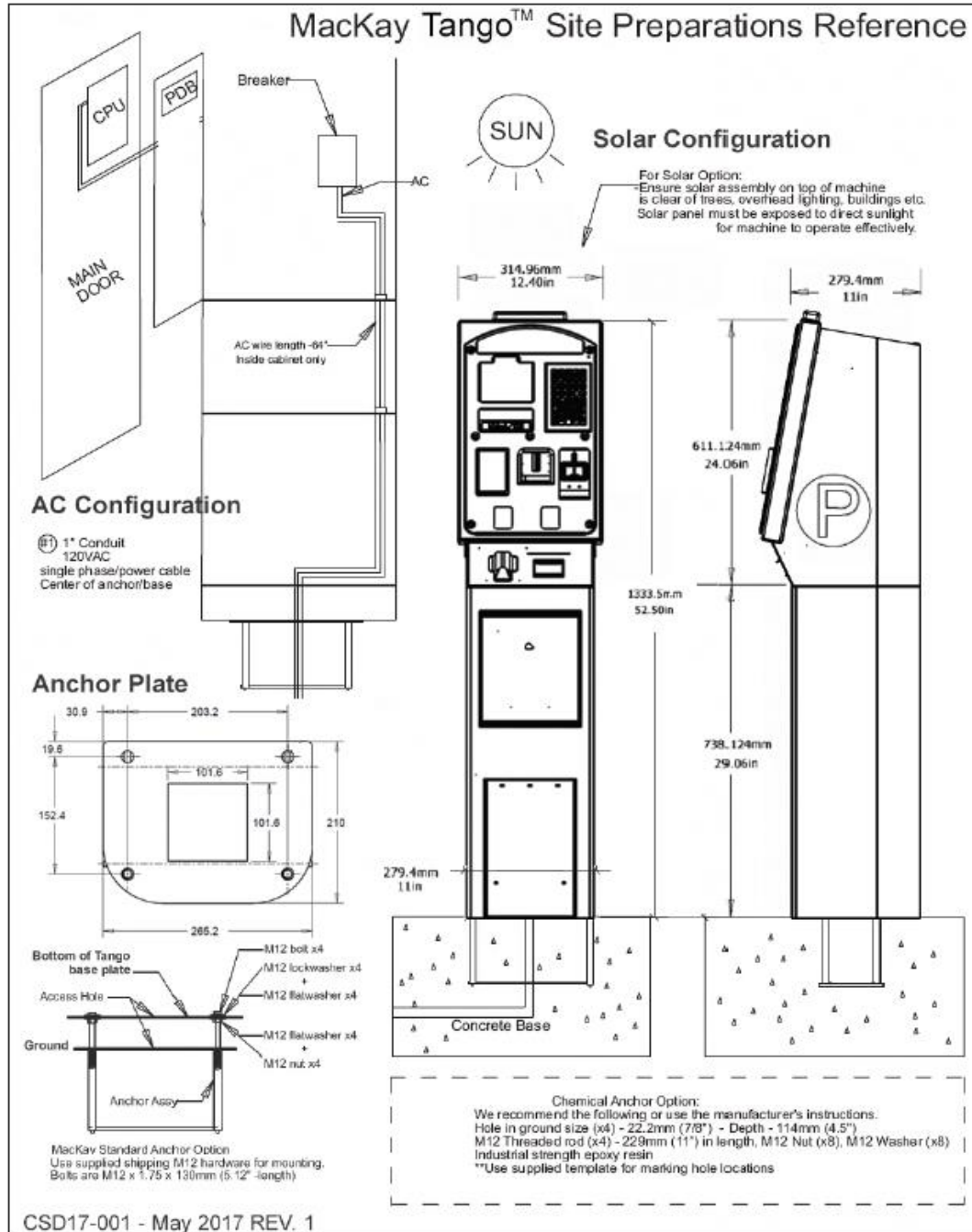
- 1.) Recommended # based on 10 - 25 Tangos
- 2.) Spare parts are to be purchased at the same time as the machines to ensure that they are of the same bin moving forward.
- 3.) Pricing for spare parts not included in Cost Breakdown in Proposal Form.

**VII. Documentation**

Anchor Dimensions



Tango Site Preparations



MackKay TANGO™



MackKay TANGO™



Key features:

- High strength stainless steel keeps it secure and rust free.
- Flexible, modular design that is easy to upgrade, service and maintain.
- Powerful off-site monitoring capabilities by adding a communications kit and Sentinel™ Meter Management System. Monitor your equipment remotely, generate reports, and receive alerts, no matter where you are.
- Comprehensive and easy-to-use configuration menus.
- ADA Compliant.
- Features a large Liquid Crystal Display with back light, capable of displaying graphics.
- English? Español? Français? The multi-language capability allows users to select the language of their choice to carry out transactions.
- Optional credit card payment. Offer end users security, convenience, and reject fraudulent payment. Use MacKay's On-line Real-time Credit Card Approval feature utilizing secure PCI compliant electronic payment processes.
- MacKay Meters backs its product lines with a solid warranty based on the confidence in the quality of its products.

<over for specifications>

www.mackaymeters.com



SPECIFICATIONS

GENERAL SPECIFICATIONS

Environmental

- Extended operating temperature range⁽¹⁾: -30°C (-22°F) to +50°C (+122°F)
- Humidity: Up to 85% RH (non condensing)

Cabinet Materials, Dimensions & Weight

- Welded reinforced Grade 304-2B stainless steel (8 gauge carbon steel equivalence)⁽²⁾ for cabinet and doors
- Aluminium front with Lexan® display covers for the LCD screens, rate/instruction plate, LED panel and site branding display
- Overall dimensions: 1359 mm (53.5 inches) (H) x 315 mm (12.4 inches) (W) x 349mm (13.75 inches) (D)
- Weight (without battery) 72 Kg (160 lbs)

Power Supply Configurations/Options

- Solar powered with commercially available battery
- AC Single Phase, 110/120VAC, 50/60 Hz

Communication Options

- Cellular wireless technology supporting GPRS or CDMA modem³

Payment Systems

- Coin
- Tokens (optional)
- Credit cards utilizing secure, on-line real-time PCI compliant processes (optional)
- MacKay Smart (Chip) Cards (optional)
- Cell phone payment (optional)

Ticket Printing

- Thermal printer offers alphanumeric printing in various fonts and languages

COMPONENTS

Display

- High contrast, color, sunlight readable, 320 x 240 pixels graphics LCD
- Viewing area 114mm (4.5 inches) x 88mm (3.5 inches)

Coin Acceptor

- Programmable: Accepts up to 16 coins or tokens
- 3-coil design provides accurate coin reads and long life.
- Straight drop coin chute allows for superior detection and removal of foreign objects.
- High security, stainless steel coin box that holds 4.2 L or approximately 2400 US quarters.
- Eacrow and coin return holds up to 50 quarters

Card Reader (Optional)

- Single slot, dual mode card reader captures magnetic stripe (ISO 7810/11) credit card data, and provides an ISO 7816 interface for smart card acceptance
- EMV upgradeable

Keypads & Buttons

- Alphanumeric keypad
- Vandal resistant and rated for resistance to impact, shock and vibration to MIL standards
- Sealed against ingress of water and dust to IP67, and designed for exposed outdoor and extreme environmental conditions
- LED accept and cancel buttons that light up.

Printer

- Heavy-duty printer head with minimal moving parts ensuring quality, reliability and endurance
- Print life of over 20 million character lines
- Designed for high-resolution printing
- Guillotine type cutter with full or partial paper cutting options (software selectable)
- Accessible for ease of maintenance

FEATURES

Security

- High security locks for cash box, cash vault, and main door
- System monitored access sensors on main and vault doors and sensor detecting presence of cash box

Audit and Statistic

- Remote monitoring of grand totals and subtotals for coins and card transactions per type
- Full or quick audit tickets are software selectable

Maintenance

- User-friendly graphic interface tools for diagnostics, configuration and editing
- Easy access modular design

Web-Based Hosted Sentinel™ Meter Management System

- Remotely monitor and generate audit, transaction and occupancy reports for all on-street equipment using a web browser and secure web portal
- Generates a variety of reports including grand totals and subtotals for coins and card transactions per type, which can be exported as PDF or CSV files, or imported into other applications

Warranty

J.J. MacKay Canada Limited, the manufacturer, guarantees for a period of one year from the date of shipment against defects in workmanship and /or materials.

As our policy is one of continuous product improvement and development, we reserve the right to alter product specification and design.

Photos are representative, product appearance may differ.

(1) All MacKay Tango™ components are operational within this range. Standard sealed lead acid battery operational temperature rating is from -20C (-4F) to 50C (122F) when charging, and from -20C (-4F) to 60C (140F) when discharging.

(2) Independent laboratory tests indicate that all things being equal, a component made of 11-gauge 304-2B stainless steel, would have equal or greater tensile strength, shear strength and malleability, as compared to the same component made out of 9-gauge carbon steel.

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95LT0000700TANGO-v8-01/19

Head Office:

J.J. MacKay Canada Limited
1342 Abercrombie Road, PO Box 338,
New Glasgow, Nova Scotia, Canada B2H 5E3
Head Office customer support and technical support:
Toll free in North America: 1-888-4MACKAY (482-2528)
Fax: (802) 752-4888
Email: customer.service@mackaymeters.com
Web: www.mackaymeters.com

Phone: (802) 752-5124
Fax: (802) 752-5855

Sales Office:





MacKay Tango Installation Instructions

MacKay Tango™
Installation Instructions

TOOLS REQUIRED

	• Key & plastic shutter tool (provided) • #1 Phillips screwdriver • #2 Phillips screwdriver • Precision slot screwdriver • 3/4" or 19mm wrench	• 1/2" or 13mm nut driver, wrench or socket • 7/16" or 11mm nut driver, wrench or socket • Level	IMPORTANT: <i>All site preparation, including the placement of any necessary communication cables, should be prepared according to local code and completely in place on site before mounting the Tango.</i>
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FAILURE TO CARRY OUT CORRECT AND PROPER INSTALLATION AND/OR COMMISSIONING OF THE TANGO MAY RESULT IN UNSAFE CONDITIONS, PERSONAL INJURY, INJURY TO END USERS OR STAFF, OR RESULT IN PHYSICAL DAMAGE TO THE TANGO OR ITS INTERNAL COMPONENTS WHICH COULD VOID THE WARRANTY.

SAFETY NOTE: Always wear gloves, safety goggles, and protective footwear when installing the Tango. Proper and safe installation of the equipment requires at least two people. Always use proper back support and lifting techniques.

1. OPENING THE TOP MAIN DOOR

1. A key and shutter tool are provided and are required to open the shutter which covers and protects the lock in order to open the top main door.
2. At the bottom right-hand side of the main door, insert and slide the shutter tool upward until contact is made with the metal lever. Continue sliding the shutter tool upward, to push the metal lever up then hold. This opens the shutter, exposing the main door lock.
3. Insert the key, turn clockwise and open door. (If key does not readily turn, push in on the main door.)

2. OPENING THE BOTTOM DOOR (LOWER SERVICE DOOR)

1. Grasp the service door locking bar located in the bottom-front, right-hand side of the upper cabinet, and lift it upward approximately two (2) inches. This will release the service door and a spring located behind the service door will push the top portion of the service door forward.
2. Release the service door locking bar.
3. Lift the service door up and out of the way to access the lower service area.

3. REMOVE PALLET MOUNTING HARDWARE

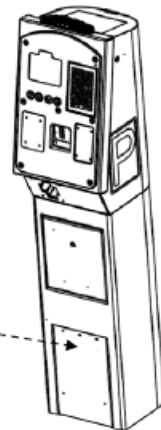
NOTE: Once the Tango is removed from the pallet, it must be managed and moved with care as it can easily be knocked / fall over, causing serious injury and/or damage to the paystation. Never leave an unsecured paystation unattended, particularly with the top main door left open.

1. Place a 3/4" or 19mm wrench on the Hex Head Bolt in the service area which holds the Tango in place on the pallet.
2. Reach under the pallet with a second wrench and remove the M12 Hex Nut and SAE Flat Washer from beneath the pallet. Repeat these steps for all four (4) Hex Head Bolts.
3. Pull all four (4) Hex Head Bolts up from the pallet.
4. Retain removed mounting hardware for use in the Standard Anchor Mount.

NOTE: DO NOT remove any other Hex Head Bolts or other remaining attached hardware from the Tango.

4. MOUNT THE TANGO™

1. Close and lock the top main door by turning the key clockwise to lift the locking bar. Firmly push the door closed until the lock has engaged. Release and remove key.
2. Ensure that the lower service door is open, and battery is not present.
3. Refer to the applicable mounting instructions below depending on the mounting method chosen for the Tango.

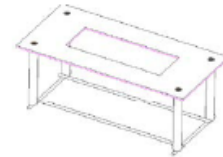




STANDARD ANCHOR MOUNT

CAREFUL: Scraping or dragging of the cabinet on the ground could damage paint/coating and lead to corrosion. Be sure the front of the cabinet is facing the proper direction.

1. Align the inner mounting holes of the cabinet with the mounting holes of the anchor assembly.
2. Using the previously removed pallet mounting shipping hardware, place a bolt, washer and nut in each mounting hole of the Tango as shown.
3. Proceed to Part 5, LEVELING.

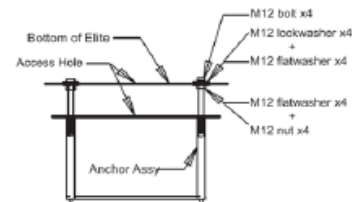


CHEMICAL ANCHOR MOUNT

CAREFUL: Scraping or dragging of the cabinet on the ground could damage paint/coating and lead to corrosion.

Be sure the front of the cabinet is facing the proper direction.

1. If using chemical anchor mount, position the supplied template in place.
2. Mark the location of the mounting holes with a permanent marker.
3. Remove the template.
4. Drill correct size holes for chemical bolts or other fixings.
5. Position the cabinet and install chemical bolt assembly (threaded rod, washer, nut and chemical adhesive) according to the manufacturer's instructions.
6. Proceed to Part 5, LEVELING.



MECHANICAL ANCHOR MOUNT

1. If a mechanical anchor mount is to be used, refer to a separate procedures document, Mechanical Anchor System Installation.

5. LEVELING

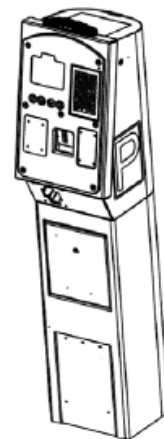
1. Place the level on the exterior front and sides of the cabinet of the Tango.
2. Check that the Tango is level and plumb, front to back and side to side.
3. Adjust the bottom leveling nuts on all bolts or threaded rods as required until fully level. Continue to check for level after each adjustment.
4. Note that proper levelling is very important to ensure optimal machine functionality.
5. Using a 3/4" or 19mm wrench, hold the bottom leveling nut in place and tighten the bolts or top nuts to secure the Tango in place.

6. INSTALL THE BATTERY

1. Carefully lift and place the battery on the lower base/mount shelf inside the lower service area of the Tango. Ensure that the battery harness is not hanging down and in the way before sliding the battery into the lower service area.
2. Plug the battery harness into the mating connector harness of the battery.

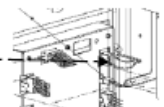
7. CLOSE THE LOWER SERVICE DOOR

1. Place the lower part of the service door in the catches at the bottom of the door opening.
2. Grasp the service door locking bar handle and lift it upward approximately two (2) inches.
3. While holding the service door locking bar, push the service door inward compressing the spring located behind the upper part of the service door to close it.
4. Release the service door locking bar allowing it to drop down to lock the service door in place.
5. Release pressure from the service door. Ensure that the door remains closed and is securely held in place by the locking bar.



8. POWER UP

1. Turn on the Tango by flipping the main power switch up. (Located on the Power Distribution Board (PDB) which is on the left-hand side of the Main Cabinet.)
1. Swing open the CPU Box located on the backside of the main door to see the display and the internal keypad. The login screen will appear on the display in a few minutes.





MULTI-SPACE METERS

**Bid Opening – Tally Sheet
January 22, 2020
3:00 p.m.**

Company	Proposal
Harvey Electronics and Radio LLC	\$88,318
Light and Breuning Inc	\$211,615
Traffic and Safety	\$83,075
IPS Group	\$108,915
Municipal Parking Services	\$Operational Cut



Resolution No. 2020-001
February 20, 2020

RESOLVED BY THE BOARD OF ETHICS OF THE CITY OF YPSILANTI:

That the attached amendment to Article II of the City Code of Ordinance be forwarded to City Council for review, and recommended for adoption.

OFFERED BY: Board Member Currans

SUPPORTED BY: Board Member Berry

YES: 4 NO: 0 ABSENT: 1 (Lusk) VOTE: Carried

I do hereby certify that the above resolution is a true and correct copy of Resolution 2020-001 as passed by the Ypsilanti Board of Ethics, at their meeting held on February 20, 2020.

Andrew Hellenga, City Clerk

Proposed additions to Article II

p.8. Sec.46-34. Hearings (a) Filing of complaint

Following “ The city attorney shall review the complaint as to proper form” Insert: “inform the Board of its receipt,”

Rationale:

1. The Board needs to be aware of potential concerns, whether or not the attorney determines it is not under the scope of the Board, or that the complaint alleges a prima facie case.
2. Because the Board is charged with “making studies of ethical problems in city government” (Sec. 46-33), it needs to receive all the data about potential ethical issues.

p. 10, Sec. 46-42 Advisory Opinions (a)

Following “The city attorney shall examine the request and if in proper form” Insert: “inform the Board of its receipt”



Resolution No. 2020-061
March 3, 2020

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
3 day of March 2020

#Resolution No. 2020-061