

1. City Council Meeting Agenda

Documents:

[REVISED REGULAR COUNCIL - 17 MAR 2020 - AGENDA \(4\).PDF](#)

2. City Council Meeting Packet

Documents:

[REVISED REGULAR COUNCIL - 17 MAR 2020 - PACKET \(2\).PDF](#)



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, March 17, 2020 @ 7:00 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197**

Updated March 16, 2020

Page

I. CALL TO ORDER

II. ROLL CALL

III. AGENDA APPROVAL

IV. PRESENTATIONS

- A. Presentation regarding the NRTF Grant Application - Bonnie Wessler, Projects Manager

V. PUBLIC COMMENT (3 MINUTES)

VI. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. Resolution No. 2020-064A, authorizing the submission of a development application to the Michigan Department of Natural Resources Trust Fund for the Huron Pathway Project.
- B. ~~Resolution No. 2020-064, authorizing the City Manager to adjust the Capital Budget for Parking Equipment.~~ **(Removed)**
- C. ~~Resolution No. 2020-065, approving an agreement with Ypsilanti Community Utilities Authority for the reimbursement of water main costs.~~ **(Removed)**
- D. ~~Resolution No. 2020-066, approving Ordinance 1356—An ordinance to amend Article III Discrimination of Chapter 58 Human Relations, being Section 58-61.~~ **(Second Reading) (Removed)**
- E. ~~Resolution No. 2020-067 approving a Request for Proposals for 206-210 N. Washington.~~ **(Removed)**
- F. ~~Resolution No. 2020-068, approving the proposed Intergovernmental Agreement between the city and the Ypsilanti DDA.~~ **(Removed)**
- G. Resolution No. 2020-069, awarding the Rutherford Pool Roof Construction bid to Duke Roofing.
- H. Resolution No. 2020-070, authorizing the City Manager to adjust the budget as provided to support the operational management of the Historic Ypsilanti Freighthouse.

VII. BOARD AND COMMISSION - NOMINATIONS

A. **YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY**

Patton Doyle
16 1/2 N Washington St.
Ypsilanti, MI 48197

VIII. COMMUNICATIONS

- A. 2019 Planning Commission Annual Report

IX. ADJOURNMENT

- A. Resolution No. 2020-071, 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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[2020-064A - Pdf](#)
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[2020-069 - Pdf](#)

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[2020-070 - Pdf](#)

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Ypsilanti, MI 48197
[Application](#)

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[Report](#)

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[2020-071 - Pdf](#)
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NRTF Grant Application

CITY OF YPSILANTI, MI
MARCH 2020

Background

- **I-94 does not have a safe pedestrian/bike crossing at or near Huron Street**
 - A barrier between the communities of Ypsilanti and Ypsilanti Township
 - Prevents Ypsi City residents from accessing North Bay park, shopping, employment
 - Prevents Ypsi Township residents from walking/biking to Downtown/Depot Town/EMU; blocks access to east B2B from south of Ford Lake
- **Called out in Master Plan, Nonmotorized Plan, and recently adopted Parks & Recreation Master plan as a priority to establish this link**



Transportation Alternatives Program Grant

- **In 2019, a TAP grant for design was approved by the state, and a subsequent grant for construction was conditionally approved.**
 - Grant submitted by Washtenaw County Road Commission (WCRC) with partnership from Charter Township of Ypsilanti, MDOT, WATS, and WCPRC
 - 20% match for each phase required
 - Match for design phase covered by WCPRC
 - Construction phase expected to cost \$3.3 million; match would be \$660,000
- **DNR NRTF grant would cover almost half the required construction match**
 - Still working with other partners to cover; anticipate working with WCPRC and private donors to cover the balance
 - Anticipated \$30,000 eventually (FY21-22) to be due from City



Questions?

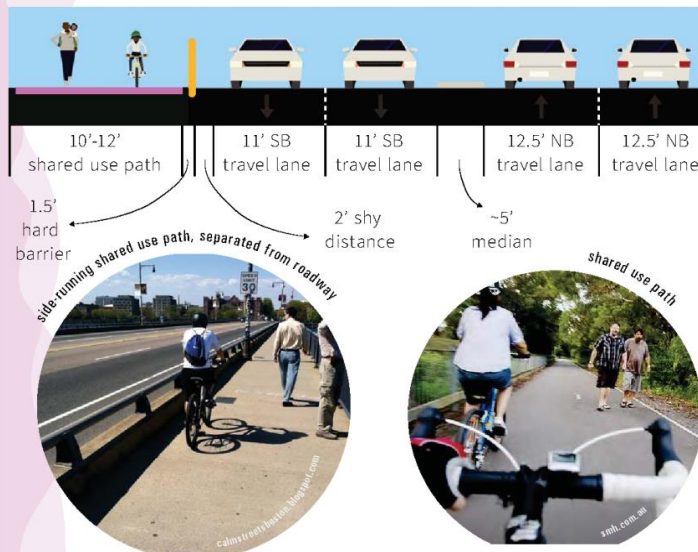
Preferred Alternative

Shared Use Path on West Side

Key Improvements

- 10'-12' shared use path
- Hard barrier on outside of path
- Pedestrian signals
- Reconfigured southwest on-ramp
- Better sidewalk connections

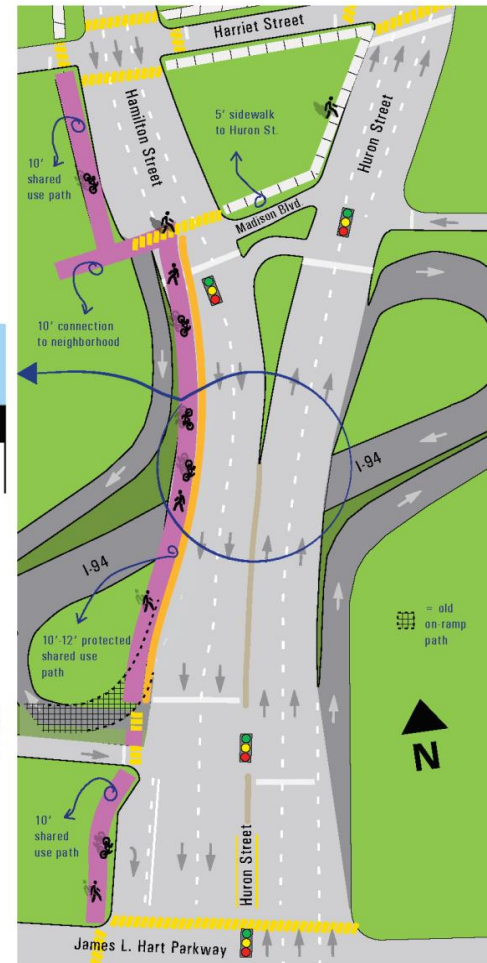
Cross section at center of bridge



Washtenaw Area
Transportation Study
miwats.org



OFFICE OF COMMUNITY &
ECONOMIC DEVELOPMENT





REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler
DATE: March 17, 2020
SUBJECT: Huron Pathway (I-94 Pedestrian Crossing) NRTF Grant Application

DESCRIPTION:

Huron Pathway (I-94 Pedestrian Crossing) NRTF Grant Application

SUMMARY:

The City has been working with MDOT, Ypsilanti Township, Washtenaw Area Transportation Study (WATS), Washtenaw County Road Commission (WCRC), and Representative Ronnie Peterson for more than a decade to develop a safe pedestrian pathway over I-94 at Huron Street. Such a pathway would not only provide a safe path for people to get to and from places of employment or to shopping, but also to recreational resources, such as North Bay Park and the anticipated bike lanes on Hamilton/Huron that in turn connect to the Border to Border Trail.

In 2014, a coalition led by WATS examined the feasibility of crossing I-94, looking both at a separate crossing and at scenarios using the existing bridge, and drawing from studies that had come before it. With public input and input from MDOT, one of the alternatives using the existing bridge was chosen. In late 2019, with WCRC as the lead applicant, this project was awarded a TAP grant for both design and construction of the crossing. As this is a complex, multijurisdictional project involving the bridge and offramps, MDOT has taken the lead on the design engineering and will be taking the lead on construction. The other parties- Ypsilanti City, Ypsilanti Township, WATS, and WCRC have agreed to cooperate on funding the match needed for the work. The City, via a Washtenaw County Parks and Recreation Connecting Communities grant award, has already funded the design phase match.

The construction match is anticipated to be 20% of approximately \$3.3 million dollars, or about \$660,000. We are applying for \$300,000, the maximum award, from the Michigan Natural Resources Trust Fund to help provide that match towards construction. The construction is anticipated to begin in 2022, subject of course to changes based on design, funding, and construction scheduling.

RECOMMENDED ACTION: Approval

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-064A
March 17, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City strongly supports safe nonmotorized transportation and safe access to recreation opportunities for people of all abilities and incomes; and

WHEREAS, the need for a safe crossing of I-94 at Huron Street for pedestrians and bicyclists is incorporated in the City's Master Plan, Nonmotorized Plan, and 5-year approved Parks and Recreation Master Plan; and

WHEREAS, a TAP grant has been awarded for the design and construction of such a crossing, administered by Washtenaw County Road Commission and MDOT, for an anticipated amount of \$3.3 million dollars for the construction, for which any NRTF award would be used as match; and

WHEREAS, the need for a safe crossing is incorporated in the City's Master Plan and Nonmotorized Plan; and

NOW THEREFORE BE IT RESOLVED, THAT the City Council hereby authorizes the submission of a development application to the Michigan Department of Natural Resources Natural Resources Trust Fund in the amount of \$300,000 for the Huron Pathway Project, matched by the conditional TAP award for State of Michigan fiscal year 2022, City fiscal year 2021-22.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 17 day of March 2020

#Resolution No. 2020-064A



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Christopher Jacobs
DATE: March 17, 2020
SUBJECT: Rutherford Pool Roof Bid Contract Approval

DESCRIPTION:

Rutherford Pool Roof Bid Contract Approval

SUMMARY:

The Friends of Rutherford Pool have secured funding to renovate the Poolhouse. The City owns the pool and poolhouse and be the actual party to the renovation contract as owner. The City will receive and hold the funds and manage the financial aspects of payments. The job was bid and Duke Roofing was the preferred bidder. The contract provides for a contract price of Forty Two Thousand Five Hundred Dollars (\$42,500.00).

The total city contribution for this project will be \$25,000 and the Friends of the Rutherford Pool have raised the remaining funds for the project. The plans include renovations of the bathhouse to include family changing rooms, unisex restrooms and overall better functionally.

RECOMMENDED ACTION: Staff is seeking Council to approve the resolution and contract provided.

ATTACHMENTS:

Contract with Duke Roofing

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-069
March 17, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The attached contract with Duke Roofing for the renovation of the Rutherford Poolhouse Roof for the sum of Forty Two Thousand Five Hundred Dollars (\$42,500.00) is approved and City Manager is authorized to sign for and on behalf of the City, subject to the approval of the City Attorney.

The City Manager is authorized to make technical amendments and adjustments to the contract and to approve change orders, subject to the approval of the City Attorney.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

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

#Resolution No. 2020-069

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 DUKE ROOFING CO., of 6195 Carpenter Rd., Ypsilanti, Michigan, 48197, referred to as "CONTRACTOR."

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, indemnity 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 B+:XI 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
YES ____	NO ____	3) Owners Contractors Protective 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) Premises - Operations
- (b) Independent Contractor and Subcontractors
- (c) Products and Completed Operations
- (d) Broad Form Contractual
- (e) 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) Construction Insurance: The CONTRACTOR at his own cost and expense shall provide and maintain the applicable construction insurance until the Contract is accepted by the CITY and/or its designee. This coverage shall be written for 100% of the completed value covering the CITY as the insured, with a deductible of not more than \$1,000. The CONTRACTOR shall provide the original and duplicate policy to the CITY (unless the CITY shall accept, in lieu thereof, all contained endorsements including all applicable provisions and coverages).

(6) Professional Services. CONTRACTOR shall provide professional liabilities (errors and omissions) insurance, with minimum limits of \$1 Million each occurrence.

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

(8) Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.

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.

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. Non-Discrimination. 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 an 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 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.

16. 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.

17. Davis-Bacon Act. Pursuant to the Davis-Bacon Act (Title 29, 40 UCS Section 276A-276A-5), the rates of wages paid to employees of the CONTRACTOR on this work shall be no less than the prevailing wages for this locality to all class of workers employed by the CONTRACTOR on this improvement, as set forth in the Code and Act.

18. Improvement of Real Property or Performing Management Construction 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:

6

S:\Clerk's Office\CITY COUNCIL MEETINGS\CITY COUNCIL MEETINGS\2020 City Council Meetings\3-17-2020\7-Rutherford\Duke Roofing Addend Rutherford Pool 031020.doc

(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) If this contract involves \$25,000, or more, Living Wages shall be paid according to the Ypsilanti Living Wage Ordinance No. 892 (The Ordinance) and City Code Section 2-298(8); 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. Not in Default to City. The CONTRACTOR hereby certifies that the CONTRACTOR is not in default to the CITY, and that there are no unpaid taxes, real or personal, owed to the CITY by the CONTRACTOR, and the CONTRACTOR has no other unfulfilled obligations to the CITY and is compliance with all Ypsilanti City codes and ordinances. The parties understand that a breach of this provision is a material breach of the contract.

22. American's 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.

23. 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.

24 The City of Ypsilanti recognizes its responsibility under Title VI of the Civil Rights Act of 1964 to provide fairness and equity in all of its programs, services, and activities, and that it must abide by and enforce federal and state civil rights legislation.

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of _____, 2020.

In the presence of:

DUKE ROOFING CO.

BY: _____
Geoffrey K. Duke, CONTRACTOR
Its _____

CITY OF YPSILANTI, a Michigan
Municipal Home-rule City

BY: _____
Beth C. Bashert, Mayor

BY: _____
Andrew Hellenga, City Clerk

APPROVED AS TO FORM:

John M Barr P-10475
Ypsilanti City Attorney



Rutherford Pool

**Bid Opening – Tally Sheet
February 28, 2020
2:00 p.m.**

Company	Proposal
Awynn Roofing	78,200
Quality Roofing	98,318
Advanced Construction	79,884
Wm Molnar Roofing	56,735
Duke Roofing	42,500



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Christopher Jacobs
DATE: March 17, 2020
SUBJECT: Freighthouse Management Budget Amendment

DESCRIPTION:
Freighthouse Management Budget Amendment

SUMMARY:

On February 4, 2020, City Council approved Resolution No. 2020-030, initiating a sixty day termination of the Freighthouse Operation and Management Agreement. The Freighthouse Transition Committee along with the City Manager and Staff have been preparing for this important assumption of responsibilities. This budget amendment will allow the City to honor its commitments to those who have events booked between April 1, 2020 and June 30, 2020 and help us continue to take reservations using the existing fee schedule.

RECOMMENDED ACTION: Approve Budget Amendment

ATTACHMENTS: Budget Amendment Request

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-070
March 17, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, on February 4, 2020 City Council approved Resolution No. 2020-030, initiating a sixty day termination of the Freighthouse Operation and Management Agreement; and

WHEREAS, 22 events have been booked between April 1-June 30, 2020 and City Council wishes to honor those commitments; and

WHEREAS, The City desires to continue to take reservations using the existing fee schedule adopted by the Friends of the Freighthouse; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council authorizes the City Manager to adjust the budget as provided to support the operational management of Historic Ypsilanti Freighthouse.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 17 day of March 2020

#Resolution No. 2020-070

CITY OF YPSILANTI, MICHIGAN

BUDGET ADJUSTMENT WORKSHEET

FISCAL YEAR: 19-20

FUND:

DEPT: Parks - Freight House

REQUESTED BY: Christopher Jacobs

DATE: 3/17/2020

AMENDMENT#:

ACCT#	ACCT NAME	ADOPTED	AMENDED	REVENUE CHANGE	EXPENDITURE CHANGE	NEW AMENDED REVENUE BUDGET	NEW AMENDED EXPENDITURE BUDGET	REASON
101-4-7540-694-01	Freight House Transfer	0	25,000	25,000		25,000	0	Freight House Cash Transfer
101-4-7540-676-00	Special Events App	0	10,000	10,000		10,000	0	New Bookings
101-7-7540-882-00	Community Promotion	0	250		250	0	250	Marketing
101-7-7540-757-00	Operating Supplies	0	400		400	0	400	Supplies
101-7-7540-775-01	Repair and Maintenance S	0	2,500		2,500	0	2,500	Repairs and Maintenance
101-7-7540-920-00	DTE Electric Bill	0	1,250		1,250	0	1,250	Electric
101-7-7540-820-01	YCUA	0	650		650	0	650	YCUA
101-7-7540-818-00	Contractual Services	0	400		400	0	400	Event Expenses
101-7-7540-822-10	General Liability	0	400		400	0	400	Insurance
101-7-7540-852-00	Internet	0	250		250	0	250	Comcast
101-7-7540-852-01	Alarm	0	350		350	0	350	Alarm
101-7-7540-820-03	Waste management	0	300		300	0	300	Trash
101-7-7540-707-00	Part-Time Wages	0	8,000		8,000	0	8,000	Part-Time Wages
101-7-7540-714-05	Workers Compensation	0	160		160	0	160	Workers Compensation
101-7-7540-714-05	Social Security & Medicare	0	608		608	0	608	Social Security & Medicare
						0	0	
						0	0	
						0	0	
						0	0	

NET CHANGE IN BUDGET:				35,000	15,518			
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Approved by City Manager: _____

Date: _____

Approved by City Council (if required): _____

Date: _____

S:\Clerk's Office\CITY COUNCIL MEETINGS\CITY COUNCIL MEETINGS\2020 City Council Meetings\3-17-2020\Budget Amendment\Budget Amendment Freight House 3-9-2020.

Citizen Advisory Boards and Commissions Participation Resume

The people of Ypsilanti are involved in their City government and are an important part of the community's achievements. Individuals interested in receiving more information in regards to serving on an advisory board or commission are invited to contact the City Clerk's Office at 734-483-1100. Alternatively, citizens who would like to participate can submit their information in the form below.

Qualifications

Must be a resident/business owner in the city for at least two years. Or Council must determine your expertise is essential and not available in an applicant that meets the qualifications above. Must be eligible to vote in the state if not applying for youth membership.

Name	Patton Doyle
Email Address	
Address	
City	Ypsilanti
State	Michigan
Zip Code	48197
Phone Number	
Fax Number	Field not completed.
Number of Years in the Community	2
Ward You Live In	Field not completed.
Education	Graduate Degree
Occupation	Retail/Entertainment
Employer	Self Employed
Are you applying for youth membership?	No
Are you registered to vote in the City of Ypsilanti?	No

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

Ypsilanti Downtown Development Authority

Party Affiliation

Field not completed.

Field not completed.

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

Thriving walkable districts are an essential element for the long term success of Ypsilanti. As a resident and business owner in downtown, I experience the issues with our existing infrastructure daily. I hope to contribute my knowledge and experience towards effective investments in our public assets.

Work/volunteer experience related to the board or commission:

I have served eight months on the Ypsilanti DDA Operations and Finance Committee. In my previous career, I worked in urban and transportation planning.

I understand that appointment to a City of Ypsilanti board or commission requires regular attendance at board meetings.

Yes

I hereby certify that all of the information above is true.

Yes

Email not displaying correctly? [View it in your browser.](#)



City of Ypsilanti

Community and Economic Development

January 2020

2019 Annual Report Planning Commission Ypsilanti, Michigan

INTRODUCTION

The Planning Commission of the City of Ypsilanti is governed by the Michigan Planning Enabling Act, State of Michigan Public Act 33 of 2008, and by the City of Ypsilanti's Zoning Ordinance.

In 2019, the Planning Commission's membership was as follows:

Matt Dunwoodie (chair)
Jared Talaga (vice-chair)
Heidi Jugenitz
Jessica Donnelly
Phil Hollifield

Michael Simmons
Mike Davis Jr. (joined September)
Jelani McGadney (resigned September)
Toi Dennis (resigned June)

Under the Planning Enabling Act, the Commission must provide an annual report to City Council, as the legislative body of the City. This report discusses,

1. The operations of the Commission during the past year
2. The status of any on-going planning activities
3. Recommendations to the legislative body related to planning and development

PLANNING COMMISSION OPERATIONS

The Planning Commission held regular monthly meetings during 2019.

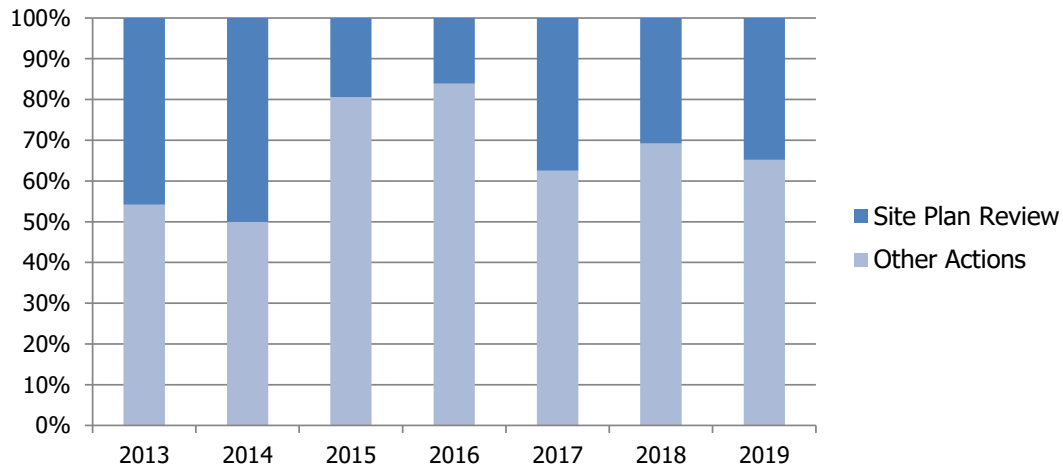
The Commission reviewed eight site plan review applications and 15 "other items" during 2019. While there were substantially more total items last year, the proportion of site plans versus other items remained consistent compared to previous years. "Other items" consisted of one site plan amendment, 5 special use permits, 4 zoning ordinance text amendments, 4 capital improvements reviews, and one conditional rezoning. The Planning Commission Housing Affordability and Access subcommittee and Non-motorized subcommittee continued to meet throughout 2019.

Included in this year's annual report is the implementation matrix from the 2013 Master Plan.

Figure 1: Planning Commission Applications by Type (past five years)

	2013	2014	2015	2016	2017	2018	2019
Site Plan Review	11	9	7	5	6	12	8
Approved Site Plan Amendment	--	1	--	--	2	1	1
Special Use Permit	5	2	6	5	1	11	5
Zoning Map Amendment	1	1	1	2	1	4	--
Zoning Text Amendment	--	1	2	5	1	8	4
Master plan amendment	1	--	--	--	--	--	--
Planned unit development	2	--	2	1	1	1	--
Amend approved PUD	--	--	--	--	--	--	--
Alley/Street closure/Vacation	1	2	--	2	--	--	--
Change in non-conforming use	--	--	--	1	--	--	--
Capital Improvements Reviews	1	2	3	3	1	1	4
Special topic planning (begins 2010)	2	--	--	--	3	1	--
Study item (begins 2010)	--	--	7	1	--	--	--
Conditional Rezoning	--	--	--	--	--	--	1
Modification of Sign Standards (begins 2012, ends 2016)	--	--	1	--	--	--	--
Special Use Revocation (begins 2015)	--	--	1	--	--	--	--
Designation of Special Nonconforming Status (begins 2015)	--	--	6	6	1	--	--
Total Applications / Deliberations	24	18	36	31	17	39	23

Figure 2: Planning Commission Actions by Year (percent)



Master Plan Implementation Matrix

These goals and their matrices are taken directly from the Master Plan, adopted Oct 2013.

Capital Improvements Plan = CIP; Zoning Ordinance = ZO

Key	Action	Timeframe	Location	Safety	Diversity	Equity	Enviro	Economy	Primary Mechanism	Completion or Benchmark Date	Next Steps
Center	C1	Building standards for centers that preserve the architecture	2014-2015	All Centers					Zoning Ordinance	Ordinance passed 2014	Completed
	C2	Allow renewable energy facilities on all buildings	2014-2015	All Centers					Zoning Ordinance	Ordinance passed 2014	Completed
	C3	Continue and expand the numbers, types of festivals and events	Ongoing	All Centers					Convention & Visitors Bureau (event attraction, destination marketing) Special Events policy (enabling)		Ongoing
	C4	Finish upper stories	Ongoing	All Centers					Zoning Ordinance (enable private investment) DDA (business & investment attraction)	Ordinance passed 2014 MEDC façade grant 2018	ZO complete DDA (ongoing efforts)
	C5	Maintain and expand transportation options	Ongoing	Downtown					Capital Improvements Plan Zoning Ordinance (require last-mile infrastructure)	Capital Improvements Plan adopted 2015 Zoning Ordinance passed 2014	Ongoing

Key	Action	Timeframe	Location	Safety	Diversity	Equity	Enviro	Economy	Primary Mechanism	Completion or Benchmark Date	Next Steps
C6	Draft a business attraction plan for Downtown, Depot Town and Cross St	2014-2019	All Centers						DDA	RRC Certification obtained 2015	Ongoing
C7	Encourage business and event activity during the day and evening	2014-2019	All Centers						Zoning Ordinance (encourage mix of uses) DDA (business development)	Ordinance passed 2014	Ongoing
C8	Create a marketing campaign for the City of Ypsilanti	1-5 Years	All Center						Convention & Visitors Bureau	Community Tourism Action Plan adopted 2014	Update CTAP – 2019
C9	Build curbless "festival" street on Washington	2014-2019	Downtown						Capital Improvements Plan	Capital Improvements Plan adopted 2015	CIP annual update/review
C10	Use vacant storefronts for temporary retail uses	2014-2019	Downtown						DDA (landlord outreach)	Ordinance passed 2014	Ongoing
C11	Permanent year-round home for Downtown Farmer's Market	1-5 Years	Downtown						Zoning Ordinance (enabling) DDA (attraction)	Downtown Farmers' Market established 2016	Completed
C12	Permanent year-round home for Depot Town Farmer's Market	1-5 Years	Depot Town						Zoning Ordinance (enabling) DDA (attraction)		Ongoing
C13	Install a wayfinding system	1-10 Years	All Centers						Convention & Visitor's Bureau	Complete, 2017	Completed

Key	Action	Timeframe	Location	Safety	Diversity	Equity	Enviro	Economy	Primary Mechanism	Completion or Benchmark Date	Next Steps
C14	Increase walkability (2-way streets & raised intersections)	2014-2024	Downtown						MDOT coordination (20-year horizon) Capital Improvements Plan	Capital Improvements Plan adopted 2015	Capacity reduction planning 2019-2022
C15	Curbless "festival" street on River and Cross Street	2014-2024	Depot Town						Capital Improvements Plan	Capital Improvements Plan adopted 2015	Funding
C16	Create a public space at new train station	2014-2024	Depot Town						Capital Improvements Plan	Capital Improvements Plan adopted 2015 Proposed Amtrak Stop Feasibility Study completed 2018	Installation of a train station. Applied for CRISI (Consolidated Rail Infrastructure and Safety Improvements) grant.
C17	Separate Cross and Washtenaw	2014-2024	Cross Street						Capital Improvements Plan	Capital Improvements Plan adopted 2015	Capacity reduction, 2-way conversion
C18	Create a "front door" for EMU with reconfiguration of Cross and Washtenaw	2014-2024	Cross Street						MDOT coordination Capital Improvements Plan	Capital Improvements Plan adopted 2015	Capacity reduction, 2-way conversion
N1	Continue and increase rental inspections and enforcement	Ongoing	All neighborhoods						Building Department		Ongoing

Key		Action	Timeframe	Location	Safety	Diversity	Equity	Enviro	Economy	Primary Mechanism	Completion or Benchmark Date	Next Steps
Neighborhoods	N2	Assist continuation and expansion of EMU Live Ypsi program	Ongoing	All neighborhoods							Program continuing	Ongoing
	N3	Plan and zone for range of housing typologies for the needs of all ages and abilities	Ongoing	All neighborhoods						Zoning Ordinance	Ordinance passed 2014	Completed
	N4	Streamline multiple-family living arrangements into categories based on number of units and form, instead of use	2014-2015	All neighborhoods						Zoning Ordinance	Ordinance passed 2014	Completed
	N5	Continue home-based entrepreneurship	2014-2015	All neighborhoods						Zoning Ordinance (enable)	Complete	Completed
	N6	Regulate the form of buildings to preserve the character of neighborhoods	2014-2015	All neighborhoods						Zoning Ordinance	Complete	Completed
	N7	Preserve the character of the area by using regulations on street type, building type as well as use	2014-2015	Central neighborhoods						Zoning Ordinance, Engineering Standards	Complete	Completed
	N8	Regulations of the variety of housing types, uses and lot sizes will be calibrated to the existing patterns	2014-2015	Central neighborhoods						Zoning Ordinance	Complete	Completed

Key		Action	Timeframe	Location	Safety	Diversity	Equity	Enviro	Economy	Primary Mechanism	Completion or Benchmark Date	Next Steps
	N9	Limit uses to predominantly single-family residential uses in areas with small houses, suited for only single-family use	2014-2015	Outlying neighborhoods						Zoning Ordinance	Complete	Completed
	N10	Create 'Eco-Districts' in neighborhood parks	2014-2024	All neighborhoods						Zoning Ordinance (enable); Parks Plan > Capital Improvements Plan (planning & Execution)		Ongoing
Corridor	Co1	Designate the appropriate building form for each corridor based on existing patterns and vision for that corridor	2014-2015	All corridors						Zoning Ordinance	Complete	Completed
	Co2	Retain the mix of uses within each corridor but allow them throughout the area	2014-2015	All corridors						Zoning Ordinance	Complete	Completed
	Co3	Reinforce the preservation of historic buildings	2014-2015	Historic corridors						Zoning Ordinance; Historic District ordinance	Complete	Ongoing
	Co4	Maintain River Street as a historic boulevard	2014-2015	Historic corridors						Zoning Ordinance, Capital Improvements Plan		Ongoing

Key		Action	Timeframe	Location	Safety	Diversity	Equity	Enviro	Economy	Primary Mechanism	Completion or Benchmark Date	Next Steps
	Co5	Require a pedestrian-friendly building form while allowing a mix of uses for both students and residents along Huron River Dr, LeForge & Railroad corridors	2014-2015	General corridors						Zoning Ordinance		Completed
	Co6	Coordinate regulations for Washtenaw with the County Re-Imagine Washtenaw Ave Plan	2014-2015	General corridors						Zoning Ordinance	Ongoing	Ongoing
	Co7	Restore Harriet St as the Main St of adjacent neighborhoods	2014-2015 for ZO / 2014-2024 years for street improvements	General corridors						Zoning Ordinance, Capital Improvements Plan	Ordinance passed 2014, ongoing	Ongoing
	Co8	Restore two-way function to Cross, Huron and Hamilton Streets	2014-2024	Historic corridors						MDOT Coordination Capital Improvements Plan	Capital Improvements Plan adopted 2015	Capacity/lane reduction project
District Areas	D1	Update regulations to create walkable areas at the border of the City and EMU campus	2014-2015	EMU						Zoning Ordinance	Complete	Completed
	D2	Create regulations that support the existing building form but assure access by all modes of transportation	2014-2015	Health & Human Services						Zoning Ordinance	Complete	Completed

Key	Action	Timeframe	Location	Safety	Diversity	Equity	Enviro	Economy	Primary Mechanism	Completion or Benchmark Date	Next Steps
D3	Allow renewable energy facilities, such as solar panels, on industrial land	2014-2015	Job Districts						Zoning Ordinance	Complete	Completed
D4	Reduce the minimum lot size and width in the industrial park to create more opportunity	2014-2015	Job Districts						Zoning Ordinance	Complete	Completed
D5	Align economic development incentives and programs to encourage emerging sectors that align with the Guiding Values and the employment potential of residents	1-5 years	All Districts							In Progress	Ongoing
D6	Create "Welcome to Ypsilanti" packages for new EMU students, including web version	1-5 years	EMU						Website & PDF Authorship?		Package creation
D7	Encourage use or redevelopment of unused parking lots	2014-2019	HHS & Job Districts						Zoning Ordinance (enable)	Complete	Completed
D8	Create a 'front door' for EMU in the area created by the reconfiguration of Cross and Washtenaw	2014-2024	EMU						MDOT coordination Capital Improvements Plan		Capacity reduction & conversion to 2-way

		Key	Action	Timeframe	Location	Safety	Diversity	Equity	Enviro	Economy	Primary Mechanism	Completion or Benchmark Date	Next Steps
General		G1	Establish "Aging in Place" programs	2014-2019	All neighborhoods						Zoning Ordinance (enable), Capital Improvements Plan (accessibility)	Ordinance passed 2014, Capital Improvements Plan 2015	Ongoing

LOOKING FORWARD

At the end of 2019, these planning projects remain in progress.

- An update to the Master Plan is planned. 2020 goals include housing affordability and accessibility; traffic on Hamilton, Huron, and Washtenaw; the proposed train stop; Water Street; N. Park; 206-210 N. Washington; neighborhood updates for Bell-Kramer, and general implementation updates.
- Updates to the medical marijuana portion of the zoning ordinance, and adoption of recreational marijuana provisions, as needed to further align with the state regulations.
- The Planning Commission will continue to provide review of the annual Capital Improvements Plan prior to adoption by City Council, per state act.

ACTION

Planning Commission adopted this report at its regular December 2019 meeting and approved transmittal to City Council.



Resolution No. 2020-071
March 17, 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
17 day of March 2020

#Resolution No. 2020-071