



**CITY OF YPSILANTI
CITY COUNCIL REGULAR MEETING
AUGUST 23, 2022 @ 7:00 PM
COUNCIL CHAMBERS - CITY HALL
One South Huron, Ypsilanti, MI 48197**

[Virtual Access](#)

Revised August 23, 2022

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. PRESENTATIONS

VII. PUBLIC COMMENT (3 MINUTES)

VIII. ORDINANCES FIRST READING

5 - 9

- A. Ordinance No. 1399 - An Ordinance entitled, "An ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances to adjust sewage disposal rates.

1. Resolution No. 2022-188, determination.
2. Open Public Hearing
3. Resolution No. 2022-189, close the public hearing

[Supporting Documents - Pdf](#)

10 - 16

- B. Ordinance No. 1400 - An Ordinance entitled, "An ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to adjust water service rates.

1. Resolution No. 2022-190, determination.
2. Open Public Hearing
3. Resolution No. 2022-191, close the public hearing

[Supporting Documents - Pdf](#)

17 - 22

- C. Ordinance No. 1401 - An Ordinance entitled, "An ordinance to prohibit the installation or use of electronic license plate scanning devices in the City of Ypsilanti."

1. Resolution No. 2022-192, determination.
2. Open Public Hearing

3. Resolution No. 2022-193, close the public hearing
[Supporting Documents - Pdf](#)

IX. CONSENT AGENDA

- 23** A. Resolution No. 2022-194, approving the Consent Agenda.
[2022-194 - Pdf](#)
- 24 - 35** B. Resolution No. 2022-195, approving the minutes of August 9, 2022.
[2022-195 - Pdf](#)
- 36 - 64** C. Resolution No. 2022-196, correcting Resolution No. 2022-182 for MDOT Contract Number 22-5296 Rehabilitation of Structure #11090 - Forest St. Bridge.
[2022-196 - Pdf](#)
- 65 - 87** D. Resolution No. 2022-197, approving the purchase of a previously budget salt truck for the use of the Department of Public Services.
[2022-197 - Pdf](#)

X. RESOLUTIONS/MOTIONS/DISCUSSIONS

- 88 - 94** A. Resolution No. 2022-198, approving the use of Pyrotechnics during EMU Home Football Games.
[2022-198 - Pdf](#)
- 95 - 101** B. Resolution No. 2022-199, approving an Memorandum of Understanding with the Huron Watershed Authority for completion of the scope of work described in the MDNR FHGP Grant.
[2022-199 - Pdf](#)
- 102 - 107** C. Resolution No. 2022-200, approving ordinance 1395, an ordinance entitled "PILOT for 845 Clark Rd." **(Second Reading)**
[2022-200 - Pdf](#)
- 108 - 114** D. Resolution No. 2022-201, approving ordinance 1396, an ordinance entitled "PILOT for 945 Clark Rd." **(Second Reading)**
[2022-201 - Pdf](#)
- 115 - 124** E. Resolution No. 2022-202, approving an easement with Clark Road Family Limited Dividend Housing Association Limited Partnership and Clark Road Senior Limited Dividend Housing Association Limited Partnership.
[2022-202 - Pdf](#)
- 125** F. Resolution No. 2022-139, appointing Valory Brown to the Downtown Development Authority.
[2022-139 Postponed - Pdf](#)
- 126** G. Resolution No. 2022-203, approving appointments to Boards and Commissions.
[2022-203 - Pdf](#)

127 - 132 H. Resolution No. 2022-204, approving the purchase of a Ford-150 Lightning for the use of the Department of Public Services. (added)
[2022-204 - Pdf](#)

133 - 135 I. Resolution No. 2022-205, approving a budget amendment to support the Bicentennial Committee efforts (added)
[2022-205 - Pdf](#)

XI. BOARD AND COMMISSION - NOMINATIONS

136 - 137 A. **Zoning Board of Appeals - (Wilcoxon & Somerville)**
Mike Auerbach
503 Charles St
Ypsilanti, MI 48197
[Application](#)

XII. BOARD AND COMMISSION - LIAISON REPORTS

1. Police Advisory Commission.
2. Human Relations Commission.
3. Arts Commission.
4. Parks and Recreation Commission.
5. Sustainability Commission.
6. Historic District Commission.
7. Planning Commission.
8. Zoning Board of Appeals

XIII. LIAISON REPORTS

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

XIV. COUNCIL PROPOSED BUSINESS

XV. COMMUNICATIONS FROM THE MAYOR

XVI. COMMUNICATIONS FROM THE CITY MANAGER

138 - 142 A. Update of newly permitted Social Equity Marijuana Facilities
[Report](#)

XVII. COMMUNICATIONS

- 143 - 145**
- A. City Council and Planning Commission Joint Meeting - September 27, 2022 @ 7:00 pm
 - B. 2022 Michigan Municipal League Convention Information **(added)**
[Letter](#)
 - C. Proposed City Council and Police Advisory Commission Joint Meeting Date September 22, 2022 **(added)**

XVIII. PUBLIC COMMENT (3 MINUTES)

XIX. REMARKS FROM THE MAYOR

XX. ADJOURNMENT

- 146**
- A. Resolution No. 2022-206, adjourning the City Council Meeting.
[2022-206 - 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.



Resolution No. 2022-188
August 23, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT an Ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances, City of Ypsilanti, to adjust sewage disposal rates approved 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 23 day of August 2022

#Resolution No. 2022-188

ORDINANCE NO. 1399

An ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances to adjust sewage disposal rates.

BE IT ORDAINED BY THE CITY OF YPSILANTI, that:

Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances shall be amended as follows:

(b) For all billings rendered prior to October 13, 2022, existing sewage disposal rates shall prevail. For all billings rendered on or after October 13, 2022, sewage disposal rates shall be as follows for each bimonthly (two-month) period:

(1) Readiness-to-serve rates based on size of meter:

Meter Size (inch)	Sewage Rate
5/8-3/4	\$ 18.29
1	\$ 45.72
1-1/2	\$ 91.42
2	\$ 146.28
3	\$ 457.12
4	\$ 914.24
6	\$ 1,828.49
8	\$ 3,199.85
10	\$ 5,028.33
12	\$ 5,942.58

(2) Commodity rate: \$3.27 per 100 cubic feet

* * * * *

This Ordinance shall take effect and be in full force upon publication in the _____.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____
DAY OF _____, 2022.

Lois Allen-Richardson, Mayor

Andrew Hellenga, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. _____ was published in the _____
on the _____ day of _____, 2022.



Resolution No. 2022-189
August 23, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT a public hearing on an Ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances, City of Ypsilanti, to adjust sewage disposal rates 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 23 day of August 2022

#Resolution No. 2022-189



Dedicated to Providing Top Quality, Cost Effective, and
Environmentally Safe Water and Wastewater Services to Our Customers

YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: 734-484-4600
WEBSITE: www.ycua.org

August 1, 2022

VIA EMAIL

CITY OF YPSILANTI
City Council
One South Huron Street
Ypsilanti, Michigan 48197-5400

Re: YCUA Water and Sewer Rate Changes

Dear Council Members:

Please be advised the YCUA Board of Commissioners will be considering a water and readiness to serve rate increase at their regular meeting on August 24, 2022. If approved, the proposed increase of 4% to City Division customers would become effective October 13, 2022. The Great Lakes Water Authority's Water Charge increase to YCUA was 3.1% which became effective July 1, 2022. At the same meeting, the YCUA Board of Commissioners will also be considering a recommendation to the Ypsilanti City Council to increase the sewer and readiness to serve rate by 4%. If approved, the proposed increase to City Division Customers would also become effective October 13, 2022. The combined effect of these rate adjustments will be a 4% increase in a City Division customer's bimonthly bill.

The ordinances needed for approving these rate adjustments are included in this correspondence for your consideration. Please also find enclosed a document summarizing YCUA's budget related to the Fiscal Year 2022-23. YCUA's Board of Commissioners will also be considering approval of this budget at their regular meeting on August 24, 2022.

Please contact me with any questions or concerns regarding this information by email at lblackburn@ycua.org or by phone at 734-484-4600 ext. 116.

Sincerely,

LUTHER BLACKBURN, Executive Director
Ypsilanti Community Utilities Authority

LB/kks
Enclosures
cc w/encl.:

YCUA Board of Commissioners
Mr. Andrew Hellenga
Ms. Frances McMullan
Mr. Matthew T. Jane
Mr. Dwayne Harrigan
Ms. Gail M. Thomas



Resolution No. 2022-190
August 23, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an Ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to increase water rates within the City of Ypsilanti be approved 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 23 day of August 2022

#Resolution No. 2022-190

ORDINANCE NO. 1400

An ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to adjust water service rates.

BE IT ORDAINED BY THE CITY OF YPSILANTI, that:

Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances shall be amended as follows:

(b) For all billings rendered prior to October 13, 2022, existing water service rates shall prevail. For all billings rendered on or after October 13, 2022, water service rates shall be as follows, for each bimonthly (two-month) period:

(1) Readiness-to-serve rates based on size of meter:

Meter Size (inch)	Water Rate
5/8-3/4	\$ 20.80
1	\$ 52.00
1-1/2	\$ 103.99
2	\$ 166.38
3	\$519.93
4	\$1,039.86
6	\$ 2,079.73
8	\$ 3,639.52
10	\$ 5,719.25
12	\$ 6,759.12

(2) Commodity rate: \$5.95 per 100 cubic feet

* * * * *

This Ordinance shall take effect and be in full force upon publication in the _____.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____
DAY OF _____, 2022.

Lois Allen-Richardson, Mayor

Andrew Hellenga, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. _____ was published in the _____
on the _____ day of _____, 2022.



Resolution No. 2022-191
August 23, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That a public hearing on an Ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to increase water rates within the City of Ypsilanti 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 23 day of August 2022

#Resolution No. 2022-191



Dedicated to Providing Top Quality, Cost Effective, and
Environmentally Safe Water and Wastewater Services to Our Customers

YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: 734-484-4600
WEBSITE: www.ycua.org

2022-23 Budget Highlights

The Authority's 2022/2023 annual budget reflects the continued recovery from COVID-19, the emergence of record high inflation, and a continued commitment to invest in our system's infrastructure. While we have seen our revenue rebound to an estimated \$43.5 million in 2021/2022 from \$40.6 in the fiscal year 2020/2021, we also have seen our expected expenses increase to \$45.1 million compared to \$43.4 in 2020/2021. Please find below various highlights and factors which were considered by the Authority in developing the budget.

- The last 5 years of water use show the unpredictability of consumption due to COVID-19 and the unusual wet weather (usage in MCF or thousand cubic feet):

2017 - 521,137
2018 - 513,296 (-1.54%)
2019 - 479,147 (-2.23%)
2020 - 493,448 (2.20%)
2021 - 478,318 (-3.10%)

- Based upon year-to-date usage, we are projecting 2022 usage to come in at 490,000 MCF. Therefore, we are budgeting for a usage of 485,000 MCF in 2023.
- Revenue is forecasted in the 2022/2023 budget to be \$45.7 million (a 3.27% increase over 21/22) while expenses come in at \$47.9 million (3.02% over 21/22).
- Inflation has dramatically affected the 2021/2022 fiscal year and continues to put pressure on the 2022/2023 budget. While the 2022/23 budget increases by \$1.5 million over the 2021/2022 budget, the following categories make up the increase.

Wages	\$800,000	<i>Proposed lump sum payments - \$450,000</i> <i>Addition of 2 staff members - \$150,000</i> <i>Budgeted increase of \$200,000 to better accommodate expected OT and employee paid time off payouts</i>
Utilities	\$600,000	
Parts/equipment/supplies	\$450,000	
Chemicals	\$200,000	
Fuel	\$200,000	

- Planned capital acquisitions include the following:

Road Repairs	\$750,000
Vactor or (2) Backhoes	\$500,000 / \$150,000
Vehicles (6)	\$300,000

- Planned Capital Improvement Projects (DWSRF/CWSRF) include:

Bridge Rd PS Improvements ~\$0.7M
Textile Rd PS Improvements ~ 1.45M
Clark Rd PS Improvements ~ \$0.95M
WWTP UV Disinfection Improvements ~ 2M
WWTP Headworks Odor Control ~ 6M
Water Meter Improvements ~ 7.6M

For the 2022/2023 Budget, we propose a 4.0% increase in both water and sewer rates:

City Customers - (Comprised of a 4.0% increase in water rate and 4.0% increase in sewer rate)

For an average bill (10 units of usage), the bi-monthly cost would be \$131.21. This is an increase of \$5.05 per bill or \$2.525 per month.

Other Community Rate 2020-2021 Comparisons:

Ann Arbor – an increase of 11.5 % in water rates from July 2021 to July 2022
Farmington Hills – an increase of 3.6% water rate and 6.5% sewer rate in June 2022
Grand Rapids – an increase of 4.08% water rate and 4% sewer rate in January 2022
Troy – an increase of 3.9% in water and sewer rates in July 2022.

YCUA City Division

	water	sewer	Total
Current			
Ready to Service	\$20.00	\$17.59	\$37.58
Commodity rate (per unit)	\$5.72	\$3.14	\$8.86

Average User residential

	10 units (7,480 gallons) per 2 month billing cycle		
	water	sewer	Total
Ready to Service	\$20.00	\$17.59	\$37.58
10 units	\$57.18	\$31.40	\$88.58
Total	\$77.18	\$48.98	\$126.16

Effect on average city customers with a proposed 4.00% water rate increase, a sewer rate increase of 4.0%. Combined effect 4.00%

	water	sewer	Total
PROPOSED: October 13, 2022			
Ready to Service	\$ 20.80	\$ 18.29	\$39.09
Commodity rate (per unit)	\$ 5.95	\$ 3.27	\$9.21

Average User residential (proposed)

	10 units (7,480 gallons) per 2 month billing cycle		
	water	sewer	Total
Ready to Service	\$20.80	\$18.29	\$39.09
10 units	\$59.47	\$32.65	\$92.12
Total	\$80.27	\$50.94	\$131.21
Increase in bill			\$5.05
Percent Change	4.00%	4.00%	4.00%



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: John Barr
DATE: August 23, 2022
SUBJECT: Ordinance to ban license plate readers

DESCRIPTION:

Ordinance to ban license plate readers

SUMMARY:

Councilmember Brian Jones-Chance, Sommerville and Mayor Pro-Tem Brown requested a resolution and legislation to ban license plate reader cameras in the City of Ypsilanti.

License plate cameras are electronic cameras that are designed to capture the license plate numbers for police to determine outstanding warrants.

The proposed ordinance and resolution to approve on first reading is attached.

RECOMMENDED ACTION: Consideration of proposed resolution and ordinance.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-192
August 23, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The certain ordinance entitled "An ordinance to prohibit the installation or use of electronic license plate scanning devices in the City of Ypsilanti" 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 23 day of August 2022

#Resolution No. 2022-192



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1401**

An ordinance to prohibit the installation or use of electronic license plate scanning devices in the City of Ypsilanti

THE CITY OF YPSILANTI HEREBY ORDAINS that

- 1.** The installation or use of electronic license plate scanning devices in the City of Ypsilanti is prohibited.
- 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 _____, 2022.

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 _____, 2022.

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 _____, 2022.

Andrew Hellenga, City Clerk

Notice Published: _____

First Reading: _____

Second Reading: _____

Published: _____

Effective Date: _____

RESOLUTION NO. 17-_____

, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "" be approved on first reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2022-193
August 23, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing for an ordinance entitled "An ordinance to prohibit the installation or use of electronic license plate scanning devices in the City of Ypsilanti" 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 23 day of August 2022

#Resolution No. 2022-193



Resolution No. 2022-194
August 23, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. **Resolution No. 2022-195, approving the minutes of August 9, 2022.**
2. **Resolution No. 2022-196, correcting Resolution No. 2022-182 for MDOT Contract Number 22-5296 Rehabilitation of Structure #11090 - Forest St. Bridge.**
3. **Resolution No. 2022-197, approving the purchase of a previously budget salt truck for the use of the Department of Public Services.**

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 23 day of August 2022

#Resolution No. 2022-194



Resolution No. 2022-195
August 23, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of August 9, 2022 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
23 day of August 2022

#Resolution No. 2022-195



MINUTES REGULAR COUNCIL Meeting

7:00 PM - Tuesday, August 9, 2022
Council Chambers

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, August 9, 2022, at 7:00 PM, in the Council Chambers, with the following members present:

PRESENT: Council Member Steven Wilcoxon, Mayor Pro-Tem Nicole Brown, Mayor Lois Richardson, Council Member Evan Sweet, Council Member Annie Somerville, and Council Member Brian Jones-Chance (7:05 PM)

ABSENT: Council Member Jennifer Symanns

I. CALL TO ORDER

The meeting was called to order at 7:00 PM

II. ROLL CALL

Council Member Steve Wilcoxon moved, seconded by Mayor Pro-Tem Nicole Brown to excuse Mr. Brian Jones-Chance and Council Member Jennifer Symanns. On a voice vote, the motion carried.

III. 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.

IV. AGENDA APPROVAL

Mayor Pro-Tem Nicole Brown moved, seconded by Council Member Annie Somerville to approve the agenda as submitted. On a voice vote, the motion carried.

V. PUBLIC COMMENT (3 MINUTES)

23 members from the public spoke

VI. PRESENTATIONS

A. Presentation from Government Consulting Services Inc (GCSI) - Desmond Miller, GCSI

VII. ORDINANCES FIRST READING

A. Ordinance 1395, an ordinance entitled "PILOT for 845 Clark Rd." **Postponed July 12, 2022**

1. Resolution No. 2022-154, determination
2. Public Hearing **5 members from the public spoke.**
3. Resolution No. 2022-155, closing the public hearing

Council Member Evan Sweet moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2022-154

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "City of Ypsilanti Tax Exemption Ordinance – 845 W. Clark." be approved on First Reading.

RESULT:	CARRIED.
MOVER:	Council Member Evan Sweet
SECONDER:	Mayor Pro-Tem Nicole Brown
AYES:	Nicole Brown, Evan Sweet, Lois Richardson, Annie Somerville, and Brian Jones-Chance
NAYS:	Steven Wilcoxon
ABSENT:	Jennifer Symanns

Council Member Evan Sweet moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2022-155. On a voice vote, the motion carried.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Public Hearing for an Ordinance entitled "City of Ypsilanti Tax Exemption Ordinance – 845 W. Clark." be officially closed.

RESULT:	CARRIED.
MOVER:	Council Member Evan Sweet
SECONDER:	Mayor Pro-Tem Nicole Brown
AYES:	Steven Wilcoxon, Nicole Brown, Lois Richardson, Evan Sweet, Annie Somerville, and Brian Jones-Chance
ABSENT:	Jennifer Symanns

B. Ordinance 1396, an ordinance entitled "PILOT for 945 Clark Rd." **Postponed July 12, 2022**

1. Resolution No. 2022-156, determination
2. Public Hearing **5 members from the public spoke**
3. Resolution No. 2022-157, closing the public hearing

Council Member Evan Sweet moved, seconded by Mayor Pro-Tem Nicole Brown, too approve Resolution No. 2022-156

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "City of Ypsilanti Tax Exemption Ordinance – 945 W. Clark." be approved on First Reading.

RESULT:	CARRIED.
MOVER:	Council Member Evan Sweet

SECONDER:	Mayor Pro-Tem Nicole Brown
AYES:	Nicole Brown, Lois Richardson, Evan Sweet, Annie Somerville, and Brian Jones-Chance
NAYS:	Steven Wilcoxon
ABSENT:	Jennifer Symanns

Council Member Evan Sweet moved, seconded by Council Member Brian Jones-Chance, to approve Resolution No. 2022-157. On a voice vote, the motion carried.

Mr. Brian Jones -Chance moved, seconded by Council Member Steven Wilcoxon seconded to extend the meeting until 11:30 PM.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Public Hearing for an Ordinance entitled "City of Ypsilanti Tax Exemption Ordinance – 945 W. Clark." be officially closed.

RESULT:	CARRIED.
MOVER:	Council Member Evan Sweet
SECONDER:	Council Member Brian Jones-Chance
AYES:	Steven Wilcoxon, Nicole Brown, Lois Richardson, Evan Sweet, Annie Somerville, and Brian Jones-Chance
ABSENT:	Jennifer Symanns

- C. Ordinance 1398, an ordinance entitled "an ordinance to impose a moratorium on the issuance of marihuana business permits within the City of Ypsilanti for a period of 180 Days".
1. Resolution No. 2022-177, determination
 2. Public Hearing **2 members from the public spoke.**
 3. Resolution No. 2022-178, closing the public hearing

Council Member Steven Wilcoxon moved, seconded by Council Member Annie Somerville, to approve Resolution No. 2022-177

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, City Council determines that further review and study of the marihuana business permit ordinances, Chapter 7 of the city code, number and location and buffers, and the Ypsilanti Zoning Ordinance is necessary, and

WHEREAS, City Council determines that an emergency moratorium prohibiting permits or licenses for 180 days is necessary for the public peace, health, safety and welfare, and

WHEREAS, City Council determines that the moratorium should be given immediate effect as an emergency ordinance under City Charter Section 2.11,

NOW THEREFORE BE IT RESOLVED that an ordinance entitled An ordinance to impose a moratorium on the issuance of marihuana permits under Chapter 7 and Chapter 122 of the Ypsilanti City Code for a period of 180 days is adopted and given immediate effect.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Annie Somerville
AYES:	Steven Wilcoxon, Nicole Brown, Lois Richardson, Evan Sweet, Annie Somerville, and Brian Jones-Chance
ABSENT:	Jennifer Symanns

Council Member Steven Wilcoxon moved, seconded by Council Member Brian Jones-Chance, to approve Resolution No. 2022-178. On a voice vote, the motion carried.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing for an ordinance to impose a moratorium on the issuance of marihuana permits under Chapter 7 and Chapter 122 of the Ypsilanti City Code for a period of 180 days be officially closed.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Brian Jones-Chance
AYES:	Steven Wilcoxon, Nicole Brown, Lois Richardson, Evan Sweet, Annie Somerville, and Brian Jones-Chance
ABSENT:	Jennifer Symanns

VIII. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. Resolution No. 2022-179, approving the minutes of July 26, 2022.

Council Member Annie Somerville moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2022-179

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of July 26, 2022 be approved.

RESULT:	CARRIED.
MOVER:	Council Member Annie Somerville
SECONDER:	Mayor Pro-Tem Nicole Brown
AYES:	Steven Wilcoxon, Nicole Brown, Lois Richardson, Evan Sweet, Annie Somerville, and Brian Jones-Chance
ABSENT:	Jennifer Symanns

- B. ~~Resolution No. 2022-139, appointing Valory Brown to the Downtown Development Authority.~~
- C. Resolution No. 2022-180, approving a purchase agreement for 220 N Park with Renovare Development Inc.

Council Member Steven Wilcoxon moved, seconded by Council Member Brian Jones-Chance, to approve Resolution No. 2022-180

RESOLUTION APPROVING THE LAND CONTRACT WITH RENOVARE YPSILANTI HOMES LLC.

Whereas, The City of Ypsilanti owns the 220 N. Park property and is in the process of working with Renovare Development to redevelop the site; and

Whereas, Public Engagement Sessions happened on the conceptual site plan in June 2021; and

WHEREAS, the Ypsilanti City Council approved the development concept proposed by Renovare Development and directed staff to enter into negotiations with the developer in July 2021; and

WHEREAS, the city entered into an option agreement on October 5, 2021, for the property; and

WHEREAS, the city approved Community Benefits Agreement with the developer after 3 months of public meetings to discuss the public benefits agreement that would be granted to the community from this development.

Now therefore be it resolved that the Ypsilanti City Council approves the Land contract for the sale of 220 North Park Street with Renovare Ypsilanti Homes LLC and directs the Mayor and City Clerk to sign the Land Contract.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Brian Jones-Chance
AYES:	Steven Wilcoxon, Nicole Brown, Lois Richardson, Evan Sweet, Annie Somerville, and Brian Jones-Chance
ABSENT:	Jennifer Symanns

- D. Resolution No. 2022-181, approving Ordinance 1397, an ordinance to amend Chapter 10, an ordinance entitled "an ordinance to amend Chapter 10 - Amusements and Entertainments, Article VI - Events, Division 2 - Permits" of the City Code. **(Second Reading)**

Council Member Brian Jones-Chance moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2022-181

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, City Council wishes to encourage community event programming in our parks system and city facilities; and

Whereas, the City does not have a Parks and Recreation Department dedicated to developing such community event programming internally; and

Whereas, a community events policy has been successful in utilizing the Freighthouse for free community event programming developed by external partners; and

Whereas, the hardship fee waiver process has not been effective for reviewing these requests over the last several years; and

Now therefore be it resolved that City Council amends Chapter 10 – Amusements and Entertainments, Article VI – Events, Division 2 – Permits of the City Code of Ordinances on Second and Final Reading.

RESULT:	CARRIED.
MOVER:	Council Member Brian Jones-Chance
SECONDER:	Mayor Pro-Tem Nicole Brown
AYES:	Steven Wilcoxon, Nicole Brown, Lois Richardson, Evan Sweet, Annie Somerville, and Brian Jones-Chance
ABSENT:	Jennifer Symanns

- E. Resolution No. 2022-182, opposing the installation, or use of red-light license plate readers in the City of Ypsilanti and neighboring communities.

Mayor Pro-Tem Nicole Brown moved, seconded by Council Member Brian Jones-Chance, to approve Resolution No. 2022-182

RESOLUITON TO OPPOSE INSTALLATION AND OR USE OF ELECTRONIC

LICENSE PLATE SCANNING DEVICES IN THE CITY OF YPSILANTI
IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:

The installation or use of installation or use of electronic license plate scanning devices by local, county and state law enforcement is opposed for the following reasons:

1. **installation or use of electronic license plate scanning devices are an invasion of privacy.**

THEREFORE, the Ypsilanti City Council opposes the installation or use of electronic license plate scanning devices in the City of Ypsilanti and all neighboring municipalities and respectfully requests a careful review of the studies and literature before any action. And if action is contemplated, that the question be put to a vote of the people.

RESULT:	CARRIED.
MOVER:	Mayor Pro-Tem Nicole Brown
SECONDER:	Council Member Brian Jones-Chance
AYES:	Nicole Brown, Brian Jones-Chance, Steven Wilcoxon, Lois Richardson, Evan Sweet, and Annie Somerville
ABSENT:	Jennifer Symanns

- F. Resolution No. 2022-183, approving MDOT Contract #22-5296 Rehabilitation of Structure #11090 - Forest St. Bridge.

Mayor Pro-Tem Nicole Brown moved, seconded by Council Member Evan Sweet, to approve Resolution No. 2022-183

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the rehabilitation of the Forest Avenue Bridge is programmed for construction year 2023 in the current 3-year TIP; 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

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

RESULT:	CARRIED.
MOVER:	Mayor Pro-Tem Nicole Brown
SECONDER:	Council Member Evan Sweet
AYES:	Steven Wilcoxon, Nicole Brown, Lois Richardson, Evan Sweet, Annie Somerville, and Brian Jones-Chance
ABSENT:	Jennifer Symanns

- G. Resolution No. 2022-184, accepting an MNRTF Grant for completion of the Frog Island Trailhead Accessibility Project.

Council Member Evan Sweet moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2022-184

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The City of Ypsilanti, Michigan, does hereby accept the terms of the project agreement for TF21-0187, Frog Island Trailhead Accessibility, as received from the Michigan Department of Natural Resources (DEPARTMENT), and that the City of Ypsilanti does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide One Hundred and Fifty-Six Thousand Dollars (\$156,000) dollars to match the grant authorized by the DEPARTMENT.

WHEREAS, the applicant commits \$44,000 of said local match from its own resources and additional confirmed funds from the following sources:

- **Washtenaw County Parks and Recreation, \$100,000**

- Huron River Watershed Council \$4,800 cash and \$4,800 in-kind
 - Washtenaw County Water Resources, \$2,000 in-kind
- 2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.**
- 3. To construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.**
- 4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.**
- 5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.**

RESULT:	CARRIED.
MOVER:	Council Member Evan Sweet
SECONDER:	Mayor Pro-Tem Nicole Brown
AYES:	Steven Wilcoxon, Nicole Brown, Lois Richardson, Evan Sweet, Annie Somerville, and Brian Jones-Chance
ABSENT:	Jennifer Symanns

- H. Resolution No. 2022-185, approving a nomination policy for boards and commissions.

Mayor Pro-Tem Nicole Brown moved, seconded by Council Member Annie Somerville, to approve Resolution No. 2022-185

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS; during the November 3, 2020 General Election two Charter Amendments were approved extended the ability to nominate to boards and commission from only the Mayor to the Mayor or two Council Members; and

WHEREAS; a policy is needed so that the Open Meetings Act is adhered to and action of the public body is done in open session.

NOW THEREFORE IT BE RESOLVED, That the City Council of the City of Ypsilanti approve the following nominating process for boards and commissions:

APPOINTMENT OF BOARDS AND COMMISSIONS

1. **Nominations for appointment to boards and commissions by the mayor or two members of City Council shall be submitted to the City Clerk.**
2. **In accordance with the Open Meetings Act, nominations and request for support shall not be published or circuited by e-mail.**
3. **Council members shall secure the approval on at least one other Council member before submitting a nomination to the City Clerk.**

4. **The City Clerk shall put notice of the nomination on the next regular Council agenda.**
5. **A confirmation vote on the nomination shall occur at the next regular City Council meeting after the notice meeting.**
6. **An affirmative vote of at least 4 Council members is needed to confirm the appointment.**

RESULT:	CARRIED.
MOVER:	Mayor Pro-Tem Nicole Brown
SECONDER:	Council Member Annie Somerville
AYES:	Steven Wilcoxon, Nicole Brown, Lois Richardson, Evan Sweet, Annie Somerville, and Brian Jones-Chance
ABSENT:	Jennifer Symanns

- I. Resolution No. 2022-186, approving appointments to boards and commissions.

Council Member Annie Somerville moved, seconded by Council Member Brian Jones-Chance, to approve Resolution No. 2022-186

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:
THAT, the following residents be appointed to the City of Ypsilanti Boards and Commissions as indicated below:

<u>NAME</u>	<u>BOARD</u>	<u>EXPIRATION</u>
<u>Julia Collins</u>	<u>Parks and Recreation</u>	<u>7/1/2025</u>
<u>(Reappointment)</u>		
<u>206 Oak Street</u>		
<u>Ypsilanti, MI 48197</u>		

<u>Arieona Klaus</u>	<u>Bicentennial Committee</u>	<u>Until Bicentennial</u>
<u>(New Appointment)</u>		
<u>208 Ballard</u>		
<u>Ypsilanti, MI 48197</u>		

RESULT:	CARRIED.
MOVER:	Council Member Annie Somerville
SECONDER:	Council Member Brian Jones-Chance
AYES:	Steven Wilcoxon, Nicole Brown, Lois Richardson, Evan Sweet, Annie Somerville, and Brian Jones-Chance
ABSENT:	Jennifer Symanns

IX. BOARD AND COMMISSION - NOMINATIONS

A. Human Relations Commission

Kira Mather Crowner
 10 Hemphill Street
 Ypsilanti, MI 48198

X. BOARD AND COMMISSION - LIAISON REPORTS

1. Police Advisory Commission. **None**
2. Human Relations Commission. **None**
3. Arts Commission. **Meets this Thursday**

4. Parks and Recreation Commission. **None**
5. Sustainability Commission. **Met last night. Great to see 2 new members during the meeting.**
6. Historic District Commission. **None**
7. Planning Commission. **None**
8. Zoning Board of Appeals **None**
9. Bicentennial Committee **Meet at the end of the month. Planning fundraiser**

XI. LIAISON REPORTS

1. SEMCOG Update **None**
2. Washtenaw Area Transportation Study **None**
3. Urban County – **Washtenaw County will put together a subcommittee to update the assessment on Fair Housing Plan.**
4. Ypsilanti Downtown Development Authority **None**
5. Friends of Rutherford Pool **None**

XII. COUNCIL PROPOSED BUSINESS

BJC

- **None**

Wilcoxon

- **Asked that a meeting be scheduled a to review the Community Benefits Ordinance this coming October.**

Somerville

- **None**

Brown

- **Voice her support for Council Member Annie Somerville and objected to comments made during Audience Participation**
- **Informed City Council that the Fedup Food Truck would provide free food each Wednesday between 1:30-2:30 located at the Ypsilanti Transit Center.**

Sweet

- **Thanked the Clerk's Office for their work during the Primary Election.**

XIII. COMMUNICATIONS FROM THE MAYOR

- **Asked if there has been any movement with the proposed broadband project.**
- **Asked if the city is in actually in danger of losing an additional five police officers.**

XIV. COMMUNICATIONS FROM THE CITY MANAGER

- **Stated that labor negotiations are moving forward with the collective bargaining units in the city.**

- Stated she has been working to develop solid retention and recruitment strategies for city staff.
- Stated that she will be providing an update on issues facing the Police Department to City Council.

XV. COMMUNICATIONS

XVI. PUBLIC COMMENT (3 MINUTES)

1 member from the public spoke

XVII. REMARKS FROM THE MAYOR

XVIII. ADJOURNMENT

- A. Resolution No. 2022-187, adjourning the City Council Meeting.

The meeting adjourned at 10:43 PM

- 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. 2022-196
August 23, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the rehabilitation of the Forest Avenue Bridge is programmed for construction year 2023 in the current 3-year TIP; 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. 22-5296; and

FURTHERMORE, THAT the Mayor Lois Allen-Richardson and City Clerk Andrew Hellenga are authorized to sign this contract, subject to approval by the City Attorney, and any change orders may be approved by the City Manager to facilitate completion of this work.

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 23 day of August 2022

#Resolution No. 2022-196

LOCAL BRIDGE
FEDERAL

CAB

Control Section	BHT 81000
Job Number	212304CON
Project	22A0640
Structure	#11090
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	22-5296

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 Ypsilanti, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated June 23, 2022, attached hereto and made a part hereof:

The rehabilitation of the structure #11090, which carries East Forest Avenue over the Huron River, Section 4, T03S, R07E, City of Ypsilanti, Washtenaw County, Michigan; including deck patching, shallow concrete deck overlay, pier cap replacement, bearing replacement at pier, approach reconstruction, guardrail replacement, slope paving repairs and sidewalk; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal and State 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:

SECTION 144 OF TITLE 23 USC
(HIGHWAY BRIDGE REPLACEMENT AND REHABILITATION PROGRAM)

09/06/90 SCBFED.FOR 7/21/2022

1

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Local Bridge Fund pursuant to Section 10(5) of Act 51, Public Acts of 1951, as amended, for the state Local Bridge Program; and

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 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.

The Michigan Department of Environment, Great Lakes, and Energy 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 the Michigan Department of Environment, Great Lakes, and Energy. 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.

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. 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:

09/06/90 SCBFED.FOR 7/21/22

2

- 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.

5. The PROJECT COST shall be met in part by Federal Funds and by state Local Bridge Funds. Upon final settlement of costs, Federal Funds will be applied to the eligible items of PROJECT COST. The state Local Bridge Funds will be applied to the balance of the PROJECT COST, after deduction of Federal Funds, such that the Federal Funds and state Local Bridge Funds shall equal 90 percent of those PROJECT COSTS eligible for participation with such funds. The remaining 10 percent of the eligible items of PROJECT COST, as well as any ineligible items of PROJECT COST, shall be 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 or paid by state Local Bridge 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 and State Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the approaches being constructed as a part 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 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

09/06/90 SCBFED.FOR 7/21/22

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 Michigan Department of Environment, Great Lakes, and Energy, 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 Michigan Department of Environment, Great Lakes, and Energy 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 and/or State Funds.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, and any inspections of work by the DEPARTMENT 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.

09/06/90 SCBFED.FOR 7/21/22

4

Such approvals, reviews, inspections and recommendations by the DEPARTMENT 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 is assuming any liability, control or jurisdiction.

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

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT 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 all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway or bridge structure(s), 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 construction 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 reasonable and necessary and 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; upon the adoption of the necessary resolution 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; and with approval by the State Administrative Board.

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:



June 23, 2022

EXHIBIT I

CONTROL SECTION BHT 81000
JOB NUMBER 212304CON
PROJECT 22A0640
STRUCTURE #11090

	<u>TOTAL ESTIMATED COST</u>	<u>FEDERAL FUNDS (EST 80%)</u>	<u>STATE LOCAL BRIDGE FUNDS (EST 10%)</u>	<u>TOTAL FEDERAL & STATE AID</u>	<u>BALANCE REQ. PARTY'S SHARE</u>
<u>STRUCTURE AND APPROACHES</u>					
Construction (Contracted)	\$1,504,500	\$1,203,600	\$150,450	\$1,354,050	\$150,450

NO DEPOSIT REQUIRED

09/06/90 SCBFED.FOR 7/21/22

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.

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.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: August 23, 2022
SUBJECT: Purchase of a Salt Truck

DESCRIPTION:

Purchase of a Salt Truck

SUMMARY:

The Department of Public Service (DPS) has scheduled vehicle replacements in the budget to replace some of the aging vehicles in our fleet. One of those vehicles is a Dump Truck with a Salt Spreader and Underbody Plow which is used for winter road maintenance. The City of Ypsilanti currently has six (6) of these vehicles for snow removal and salting and these vehicles were acquired on various dates as follows:

Truck 107:	April 2020	2020 Model Year
Truck 110:	August 2010	2011 Model Year
Truck 108:	October 2011	2012 Model Year
Truck 109:	October 2014	2015 Model Year
Truck 111:	October 2014	2015 Model Year
Truck 112:	October 2014	2015 Model Year

This service is a DPS responsibility and maintaining a regular replacement schedule for this type of vehicle is essential to the continuity of our operations. DPS typically schedules these vehicles to be replaced on an eight to ten (8-10) year cycle.

The City of Ypsilanti is a member of the Rochester Hills Municipal Cooperative group which has utilized the purchasing power of 60 communities in southeast Michigan to competitively seek bids for large municipal trucks and chassis. Due to our membership in this cooperative group this bid complies with the Cities purchasing ordinance. The price is broken down into two components those are the truck cost and the "build" cost. The truck cost includes the actual cab and chassis and the "build" cost includes the additional equipment which needs to be built onto the chassis for the truck to perform its function. The truck vendor is Wolverine Freightliner and the build vendor

is Shults Equipment, LLC who will provide the city with the dump body, salt spreader, required lighting, etc. The cost breakdown for the truck is as follows:

Wolverine Freightliner (Cab and Chassis):	\$103,069.00
Shults Equipment, LLC (Dump Body, Other Equip):	\$92,287.00
Total:	\$195,356.00

The bid price is above the original budgeted amount of \$176,000 in the 2021-22 budget by approximately \$20,000.

RECOMMENDED ACTION:

Staff recommends City Council authorizes the purchase of a Dump Truck with an Underbody Plow and Salt Spreader from Wolverine Freightliner and Shults Equipment, LLC for a purchase price of \$195,356.00.

ATTACHMENTS: Truck Purchase Proposal

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-197
August 23, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, snow removal and winter street maintenance of City owned right of way is ongoing and vital to safety in the City of Ypsilanti; and,

WHEREAS, a dump truck is required to perform snow removal and winter street maintenance within the City right of way; and,

WHEREAS, the City Council of the City of Ypsilanti has allocated funds in the FY 2021-2022 budget for this purchase.

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti approves the purchases from Wolverine Freightliner and Shults Equipment, LLC in the amount totaling \$195,356.00 with any change orders to 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 23 day of August 2022

#Resolution No. 2022-197

Prepared for:
John
Sherwood
ROCH HILLS COOP YPSILANTI CITY
1 South Huron St
Ypsilanti, MI 48197
Phone: 734-483-1421

Prepared by:
Steven Sexton
WOLVERINE FREIGHTLINER
EASTSIDE INC
107 SOUTH GROESBECK
HIGHWAY
MOUNT CLEMENS, MI 48043
Phone:

SPECIFICATION PROPOSAL

Data Code	Description
Price Level	
PRL-26D	SD PRL-26D (EFF:7/26/21)
Data Version	
DRL-001	SPECPRO21 DATA RELEASE VER 001
Vehicle Configuration	
001-176	108SD CONVENTIONAL CHASSIS
004-223	2024 MODEL YEAR SPECIFIED
002-004	SET BACK AXLE - TRUCK
019-002	STRAIGHT TRUCK PROVISION
003-001	LH PRIMARY STEERING LOCATION
General Service	
AA1-002	TRUCK CONFIGURATION
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE
A84-1GM	GOVERNMENT BUSINESS SEGMENT
AA4-010	DIRT/SAND/ROCK COMMODITY
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
AB1-008	MAXIMUM 8% EXPECTED GRADE
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 22000.0 lbs

Application Version 11.7.407
Data Version PRL-26D.001
City of Ypsilanti SA
Dump



06/29/2022 12:09 PM

Page 1 of 16

Prepared for:
John
Sherwood
ROCH HILLS COOP YPSILANTI CITY
1 South Huron St
Ypsilanti, MI 48197
Phone: 734-483-1421

Prepared by:
Steven Sexton
WOLVERINE FREIGHTLINER
EASTSIDE INC
107 SOUTH GROESBECK
HIGHWAY
MOUNT CLEMENS, MI 48043
Phone:

Data Code	Description
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 38000.0 lbs
Truck Service	
AA3-073	BELLY PLOW BODY WITH HIGH GROUND CLEARANCE
A89-99D	BRAKING-EXPECTED CAB TO BODY CLEARANCE : 3.0 in
AF3-2A8	TRUCK AND TRAILER SPECIALTIES INC.
Engine	
101-3BN	CUM L9 300 HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT @ 1200 RPM
Electronic Parameters	
N	79A-075 75 MPH ROAD SPEED LIMIT
	79B-000 CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
N	79K-007 PTO MODE ENGINE RPM LIMIT - 1100 RPM
N	79P-002 PTO RPM WITH CRUISE SET SWITCH - 700 RPM
	79Q-003 PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM
N	79S-001 PTO MODE CANCEL VEHICLE SPEED - 5 MPH
N	79U-007 PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
*	80P-998 NO FLEET SPEC FOR PARAMETERIZATION
N	80G-002 PTO MINIMUM RPM - 700
	80J-002 REGEN INHIBIT SPEED THRESHOLD - 5 MPH
Engine Equipment	
	99C-021 2010 EPA/CARB/GHG21 CONFIGURATION
	99D-010 NO 2008 CARB EMISSION CERTIFICATION
	13E-001 STANDARD OIL PAN
	105-015 OIL FILL AND DIPSTICK LOCATED FOR ENHANCED SERVICEABILITY
	014-099 SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER
	124-1D7 DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
	292-206 (3) DTNA GENUINE, FLOODED STARTING, MIN 2850CCA, 525RC, THREADED STUD BATTERIES
	290-017 BATTERY BOX FRAME MOUNTED
	281-001 STANDARD BATTERY JUMPERS

Application Version 11.7.407
Data Version PRL-26D.001
City of Ypsilanti SA
Dump



06/29/2022 12:09 PM

Page 2 of 16

Prepared for:
 John
 Sherwood
 ROCH HILLS COOP YPSILANTI CITY
 1 South Huron St
 Ypsilanti, MI 48197
 Phone: 734-483-1421

Prepared by:
 Steven Sexton
 WOLVERINE FREIGHTLINER
 EASTSIDE INC
 107 SOUTH GROESBECK
 HIGHWAY
 MOUNT CLEMENS, MI 48043
 Phone:

	Data Code	Description
	282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB
*	291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
		MAX ALLOWABLE BATTERY CABLE
	289-011	NON-POLISHED BATTERY BOX COVER WITH TETHER
	87P-001	CAB AUXILIARY POWER CABLE
	293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT
	295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER
	107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
	152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM
	128-998	NO RETARDER/ENGINE BRAKE
N	016-1C0	RH OUTBOARD FRAME MOUNTED VERTICAL AFTERTREATMENT SYSTEM ASSEMBLY WITH TOPSTACK
	28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH
	239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT
	237-1CU	RH CURVED TOPSTACK
	23U-001	6 GALLON DIESEL EXHAUST FLUID TANK
	30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL
	23Y-002	DIESEL EXHAUST FLUID PUMP MOUNTED AFT OF DIESEL EXHAUST FLUID TANK
	43X-003	LH FORWARD FACE OF DIESEL EXHAUST FLUID TANK 24 TO 28 INCHES BACK OF CAB
	43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP
	242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD
	273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH
	276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED
	110-003	CUMMINS SPIN ON FUEL FILTER
	118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER

Application Version 11.7.407
 Data Version PRL-26D.001
 City of Ypsilanti SA
 Dump



06/29/2022 12:09 PM

Page 3 of 16

Prepared for:
John
Sherwood
ROCH HILLS COOP YPSILANTI CITY
1 South Huron St
Ypsilanti, MI 48197
Phone: 734-483-1421

Prepared by:
Steven Sexton
WOLVERINE FREIGHTLINER
EASTSIDE INC
107 SOUTH GROESBECK
HIGHWAY
MOUNT CLEMENS, MI 48043
Phone:

Data Code	Description
266-104	1115 SQUARE INCH ALUMINUM RADIATOR
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
270-016	RADIATOR DRAIN VALVE
360-016	1310 ADAPTER FLANGE FOR FRONT PTO PROVISION
132-004	ELECTRIC GRID AIR INTAKE WARMER
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
---------	--

Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED

Application Version 11.7.407
Data Version PRL-26D.001
City of Ypsilanti SA
Dump



06/29/2022 12:09 PM

Page 4 of 16

Prepared for:
 John
 Sherwood
 ROCH HILLS COOP YPSILANTI CITY
 1 South Huron St
 Ypsilanti, MI 48197
 Phone: 734-483-1421

Prepared by:
 Steven Sexton
 WOLVERINE FREIGHTLINER
 EASTSIDE INC
 107 SOUTH GROESBECK
 HIGHWAY
 MOUNT CLEMENS, MI 48043
 Phone:

Data Code	Description
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
353-023	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT END OF FRAME
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

Front Axle and Equipment

400-1AA	MFS-16-143A 16,000# FL1 71.5 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-023	CONMET CAST IRON FRONT BRAKE DRUMS
427-001	FRONT BRAKE DUST SHIELDS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-003	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS
406-001	STANDARD KING PIN BUSHINGS
536-012	TRW TAS-85 POWER STEERING
539-003	POWER STEERING PUMP
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR
533-001	OIL/AIR POWER STEERING COOLER
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE

Front Suspension

Application Version 11.7.407
 Data Version PRL-26D.001
 City of Ypsilanti SA
 Dump



06/29/2022 12:09 PM

Page 5 of 16

Prepared for:
John
Sherwood
ROCH HILLS COOP YPSILANTI CITY
1 South Huron St
Ypsilanti, MI 48197
Phone: 734-483-1421

Prepared by:
Steven Sexton
WOLVERINE FREIGHTLINER
EASTSIDE INC
107 SOUTH GROESBECK
HIGHWAY
MOUNT CLEMENS, MI 48043
Phone:

Data Code	Description
620-004	16,000# FLAT LEAF FRONT SUSPENSION
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION
410-001	FRONT SHOCK ABSORBERS

Rear Axle and Equipment

420-051	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
421-563	5.63 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
386-074	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
433-002	NON-ASBESTOS REAR BRAKE LINING
434-003	STANDARD BRAKE CHAMBER LOCATION
451-023	CONMET CAST IRON REAR BRAKE DRUMS
425-002	REAR BRAKE DUST SHIELDS
440-006	REAR OIL SEALS
426-1B2	BENDIX EVERSURE LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE
42T-001	STANDARD REAR AXLE BREATHER(S)

Rear Suspension

622-1H1	HENDRICKSON PRIMAAX EX 26,000# REAR AIR SUSPENSION
621-125	HENDRICKSON PRIMAAX 10.00" RIDE HEIGHT
431-003	AXLE CLAMPING GROUP
888-047	MANUAL DUMP VALVE FOR AIR SUSPENSION WITHOUT GAUGE
87D-006	INDICATOR LIGHT FOR EACH REAR SUSPENSION CONTROL SWITCH

Application Version 11.7.407
Data Version PRL-26D.001
City of Ypsilanti SA
Dump



06/29/2022 12:09 PM

Page 6 of 16

Prepared for:
 John
 Sherwood
 ROCH HILLS COOP YPSILANTI CITY
 1 South Huron St
 Ypsilanti, MI 48197
 Phone: 734-483-1421

Prepared by:
 Steven Sexton
 WOLVERINE FREIGHTLINER
 EASTSIDE INC
 107 SOUTH GROESBECK
 HIGHWAY
 MOUNT CLEMENS, MI 48043
 Phone:

Data Code	Description
910-004	DUAL AIR REAR SUSPENSION LEVELING VALVES
623-002	TRANSVERSE CONTROL RODS
439-004	REAR SHOCK ABSORBERS - ONE AXLE (AIR RIDE SUSPENSION)

Brake System

490-100	WABCO 4S/4M ABS
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
904-001	FIBER BRAID PARKING BRAKE HOSE
412-001	STANDARD BRAKE SYSTEM VALVES
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
413-002	STD U.S. FRONT BRAKE VALVE
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER
479-015	AIR DRYER FRAME MOUNTED
460-1AE	STEEL AIR TANKS MOUNTED FOR MAX GROUND CLEARANCE, (BELLY PLOW - AA3-073)
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)

Trailer Connections

335-004	UPGRADED CHASSIS MULTIPLEXING UNIT
---------	------------------------------------

Wheelbase & Frame

545-442	4425MM (174 INCH) WHEELBASE
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
548-803	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT
552-030	1600MM (63 INCH) REAR FRAME OVERHANG
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 84.66 in
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 62.22 in
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 302.36 in
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 55.55 in

Application Version 11.7.407
 Data Version PRL-26D.001
 City of Ypsilanti SA
 Dump



06/29/2022 12:09 PM

Page 7 of 16

Prepared for:
John
Sherwood
ROCH HILLS COOP YPSILANTI CITY
1 South Huron St
Ypsilanti, MI 48197
Phone: 734-483-1421

Prepared by:
Steven Sexton
WOLVERINE FREIGHTLINER
EASTSIDE INC
107 SOUTH GROESBECK
HIGHWAY
MOUNT CLEMENS, MI 48043
Phone:

Data Code	Description
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 50.42 in
553-001	SQUARE END OF FRAME
587-003	REAR TOW HOOKS
550-001	FRONT CLOSING CROSSMEMBER
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)
572-001	STANDARD REARMOST CROSSMEMBER
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER

Chassis Equipment

556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203
558-001	FRONT TOW HOOKS - FRAME MOUNTED
551-002	HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS

Fuel Tanks

204-192	50 GALLON/189 LITER RECTANGULAR ALUMINUM FUEL TANK - LH
218-005	RECTANGULAR FUEL TANK(S)
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
212-011	FUEL TANK(S) FORWARD - RAISED MOUNTING
664-001	PLAIN STEP FINISH
205-001	FUEL TANK CAP(S)
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"
216-020	EQUIFLO INBOARD FUEL SYSTEM
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE

Tires

093-1RJ	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES
094-1UY	MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES

Hubs

418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
---------	--

Application Version 11.7.407
Data Version PRL-26D.001
City of Ypsilanti SA
Dump



06/29/2022 12:09 PM

Page 8 of 16

Prepared for:
 John
 Sherwood
 ROCH HILLS COOP YPSILANTI CITY
 1 South Huron St
 Ypsilanti, MI 48197
 Phone: 734-483-1421

Prepared by:
 Steven Sexton
 WOLVERINE FREIGHTLINER
 EASTSIDE INC
 107 SOUTH GROESBECK
 HIGHWAY
 MOUNT CLEMENS, MI 48043
 Phone:

Data Code	Description
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Wheels	
502-579	MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS
505-545	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS
496-011	FRONT WHEEL MOUNTING NUTS
497-011	REAR WHEEL MOUNTING NUTS
Cab Exterior	
829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
650-008	AIR CAB MOUNTING
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
667-037	SHORT FENDER WITH MUDFLAP
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS
678-001	LH AND RH GRAB HANDLES
645-002	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL
646-042	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE
644-006	FIBERGLASS HOOD WITH ACCESS HATCHES
690-002	TUNNEL/FIREWALL LINER
727-066	DUAL 26 INCH RECTANGULAR POLISHED ALUMINUM AIR HORNS ROOF MOUNTED
726-001	SINGLE ELECTRIC HORN
728-002	DUAL HORN SHIELDS
575-001	REAR LICENSE PLATE MOUNT END OF FRAME
312-067	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS
* 302-074	SMALL LED AERODYNAMIC MARKER LIGHTS WITH OUTER (2) WIRED TO BATTERY DISCONNECT SWITCH
311-012	DAYTIME RUNNING LIGHTS - LOW BEAM ONLY
294-1AY	INTEGRAL LED STOP/TAIL/BACKUP LIGHTS
300-015	STANDARD FRONT TURN SIGNAL LAMPS
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE

Application Version 11.7.407
 Data Version PRL-26D.001
 City of Ypsilanti SA
 Dump



06/29/2022 12:09 PM

Page 9 of 16

Prepared for:
 John
 Sherwood
 ROCH HILLS COOP YPSILANTI CITY
 1 South Huron St
 Ypsilanti, MI 48197
 Phone: 734-483-1421

Prepared by:
 Steven Sexton
 WOLVERINE FREIGHTLINER
 EASTSIDE INC
 107 SOUTH GROESBECK
 HIGHWAY
 MOUNT CLEMENS, MI 48043
 Phone:

Data Code	Description
797-001	DOOR MOUNTED MIRRORS
796-001	102 INCH EQUIPMENT WIDTH
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
729-001	STANDARD SIDE/REAR REFLECTORS
677-062	FIXED CAB MOUNTED STEPS LH AND RH FOR CAB ENTRY, BELLY PLOW BODY WITH HIGH GROUND CLEARANCE DOES NOT COMPLY FMCSR 399
768-043	63X14 INCH TINTED REAR WINDOW
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)
663-029	1-PIECE BONDED HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD
659-007	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR

Cab Interior

055-002	INTERIOR CONVENIENCE PACKAGE
707-1AK	OPAL GRAY VINYL INTERIOR
706-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR
708-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR
772-006	BLACK MATS WITH SINGLE INSULATION
785-004	DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER
691-014	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS AND ADDITIONAL CENTER COMPARTMENT WITHOUT NETTING
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL
742-007	(2) CUP HOLDERS LH AND RH DASH
680-007	GRAY/CHARCOAL WING DASH
860-004	SMART SWITCH EXPANSION MODULE
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE

Application Version 11.7.407
 Data Version PRL-26D.001
 City of Ypsilanti SA
 Dump



06/29/2022 12:09 PM

Page 10 of 16

Prepared for:
John
Sherwood
ROCH HILLS COOP YPSILANTI CITY
1 South Huron St
Ypsilanti, MI 48197
Phone: 734-483-1421

Prepared by:
Steven Sexton
WOLVERINE FREIGHTLINER
EASTSIDE INC
107 SOUTH GROESBECK
HIGHWAY
MOUNT CLEMENS, MI 48043
Phone:

Data Code	Description
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
170-015	STANDARD HEATER PLUMBING
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR
702-002	BINARY CONTROL, R-134A
739-034	PREMIUM INSULATION
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM
324-011	DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME
78G-004	KEY QUANTITY OF 4
655-005	LH AND RH ELECTRIC DOOR LOCKS
284-101	(1) 12V POWER SUPPLY (1) DUAL 2.1 AMP USB CHARGER IN DASH
756-339	PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK
760-335	BASIC ISRI HIGH BACK NON SUSPENSION PASSENGER SEAT
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS
758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER
761-023	BLACK MORDURA CLOTH PASSENGER SEAT COVER
763-104	HIGH VISIBILITY ORANGE SEAT BELTS WITH DRIVER INDICATOR LIGHT AND AUDIBLE ALARM
532-002	ADJUSTABLE TILT AND TELESOPING STEERING COLUMN
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS

Instruments & Controls

732-003	WOODGRAIN DRIVER INSTRUMENT PANEL
734-003	WOODGRAIN CENTER INSTRUMENT PANEL
870-001	BLACK GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM

Application Version 11.7.407
Data Version PRL-26D.001
City of Ypsilanti SA
Dump



06/29/2022 12:09 PM

Page 11 of 16

Prepared for:

John
 Sherwood
 ROCH HILLS COOP YPSILANTI CITY
 1 South Huron St
 Ypsilanti, MI 48197
 Phone: 734-483-1421

Prepared by:

Steven Sexton
 WOLVERINE FREIGHTLINER
 EASTSIDE INC
 107 SOUTH GROESBECK
 HIGHWAY
 MOUNT CLEMENS, MI 48043
 Phone:

Data Code	Description
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS
149-017	ELECTRONIC CRUISE CONTROL WITH SWITCHES ON AUXILIARY GAUGE PANEL (B DASH PANEL)
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
844-001	2 INCH ELECTRIC FUEL GAUGE
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
864-005	TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE
679-998	NO OVERHEAD INSTRUMENT PANEL
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939
747-001	DASH MOUNTED RADIO
750-002	(2) RADIO SPEAKERS IN CAB
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
817-008	STANDARD VEHICLE SPEED SENSOR WITH ADDITIONAL SIGNAL FOR CUSTOMER USE LOCATED BETWEEN DRIVER AND PASSENGER SEATS
812-001	ELECTRONIC 3000 RPM TACHOMETER
6TS-003	(2) TMC RP 1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND DASH B PANEL AND (1) LOCATED PASSENGER SIDE OF DASH
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP

Application Version 11.7.407
 Data Version PRL-26D.001
 City of Ypsilanti SA
 Dump



06/29/2022 12:09 PM

Page 12 of 16

Prepared for:
John
Sherwood
ROCH HILLS COOP YPSILANTI CITY
1 South Huron St
Ypsilanti, MI 48197
Phone: 734-483-1421

Prepared by:
Steven Sexton
WOLVERINE FREIGHTLINER
EASTSIDE INC
107 SOUTH GROESBECK
HIGHWAY
MOUNT CLEMENS, MI 48043
Phone:

Data Code	Description
329-091	(6) IGN CONTROLLED EXTRA SWITCHES WITH IND LIGHTS WIRED TO POWER DIST BOX WITH RELAYS PROVIDING 20 AMPS PER CIRCUIT TO JUNCTION BLOCK AND 1 CIRCUIT AT 30 AMPS
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
304-039	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH AND DUAL CONNECTORS AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LIGHTS, LOW BEAMS OFF WITH HIGH BEAMS
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS

Design

065-000 PAINT: ONE SOLID COLOR

Color

980-2QF CAB COLOR A: N0615EA BLUE ELITE SS
986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
962-972 POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972 POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
963-003 STANDARD E COAT/UNDERCOATING

Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

Extended Warranty

Application Version 11.7.407
Data Version PRL-26D.001
City of Ypsilanti SA
Dump



06/29/2022 12:09 PM

Page 13 of 16

Prepared for:

John
Sherwood
ROCH HILLS COOP YPSILANTI CITY
1 South Huron St
Ypsilanti, MI 48197
Phone: 734-483-1421

Prepared by:

Steven Sexton
WOLVERINE FREIGHTLINER
EASTSIDE INC
107 SOUTH GROESBECK
HIGHWAY
MOUNT CLEMENS, MI 48043
Phone:

WAI-47H	CUM 2017 L9: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES
WAX-101	CUM 2017 L9: AT3 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM AFTERTREATMENT. FEX APPLIES
WAD-079	COOLING: MD MODERATE 5 YEAR/100,000 MIL3ES/161,000 KM EXTENDED COVERAGE
WAK-251	ALLISON 3000 RDS SERIES TRANSMISSION EXTEND WARRANTY, 5 YEARS/UNLIMITED MILES FEX
WAG-011	TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$550 CAP FEX APPLIES

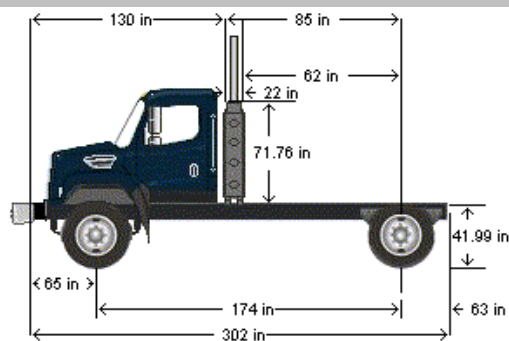
(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



Prepared for:
John
Sherwood
ROCH HILLS COOP YPSILANTI CITY
1 South Huron St
Ypsilanti, MI 48197
Phone: 734-483-1421

Prepared by:
Steven Sexton
WOLVERINE FREIGHTLINER
EASTSIDE INC
107 SOUTH GROESBECK
HIGHWAY
MOUNT CLEMENS, MI 48043
Phone:

DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Wheelbase (545)4425MM (174 INCH) WHEELBASE
Rear Frame Overhang (552)..... 1600MM (63 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) NO FIFTH WHEEL
Mounting Location (577) NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)0
Maximum Rearward Position (in)0
Amount of Slide Travel (in).....0
Slide Increment (in).....0
Desired Slide Position (in).....0.0
Cab Size (829)..... 108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682).....NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)RH OUTBOARD FRAME MOUNTED VERTICAL AFTERTREATMENT SYSTEM ASSEMBLY WITH TOPSTACK

Application Version 11.7.407
Data Version PRL-26D.001
City of Ypsilanti SA
Dump



06/29/2022 12:09 PM

Page 15 of 16

Prepared for:
 John
 Sherwood
 ROCH HILLS COOP YPSILANTI CITY
 1 South Huron St
 Ypsilanti, MI 48197
 Phone: 734-483-1421

Prepared by:
 Steven Sexton
 WOLVERINE FREIGHTLINER
 EASTSIDE INC
 107 SOUTH GROESBECK
 HIGHWAY
 MOUNT CLEMENS, MI 48043
 Phone:

TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	130.1
Bumper to Centerline of Front Axle (BA)	64.6
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	84.7
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	62.2
Back of Cab Protrusions (Exhaust/Intake) (CP)	24.4
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	22.4
Back of Cab to End of Frame	171.7
Cab Height (CH)	71.8
Wheelbase (WB)	174.2
Frame Overhang (OH)	63.0
Overall Frame Length	302.4
Overall Length (OAL)	301.8
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	42.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



107 S. Groesbeck • Mt. Clemens, MI 48043 • (586) 783-2444 FAX (586) 469-8054

6/29/2022

City of Ypsilanti
RE: RH Co-Op Chassis Pricing

Attn: Mr. John Sherwood

The following is 2024 Model Year, **Speculative** Freightliner chassis pricing information per your request. Pricing and conditions are per the proposed Rochester Hills Co-op RFP-RH-20-023 agreement. Actual price is subject to change once we receive formal pricing for 2024 MY.

Single Axle 38,000 GVW Dump

Chassis Model: 108SD

Base Chassis Price:	\$84,993
2022 Model Year.....	900 add
2023 Model Year.....	1,000 add
2023 Model Year Surcharge.....	6,700 add
2024 Speculative Increase	4,500 add
Power Steering Cooler	120 add
Driver Controlled Traction Control	530 add
Hendrickson Primaax 26k upgrade.....	1,450 add
Fender extenders	50 add
Safety Package	187 add
Power Windows/doors	219 add
Driver's seat 3 chamber upgrade	134 add
6 pack of switches:	208 add
Cooling System Ext Warranty 5/100 (optional)	278 add

TOTAL: **\$ 103,069**

Steven Sexton
Municipal Sales Manager
Wolverine Truck Group

SHULTS EQUIPMENT, LLC.

P.O. Box 127
Ithaca, MI 48847
PH: (989) 875-4570 FAX: (989) 875-2922

July 20, 2022

To: City of Ypsilanti
Attn: Ron Akers

We would like to quote equipment for a new single axle dump truck for your consideration, as follows:

Galion model 433U, 10' long x 8' wide dump body
Manufactured of 201 #4 polished stainless steel
32" sides
42" tailgate
1/4" AR450 floor
3/16" formed crossmemberless understructure
24" wide cab shield
U850 underbody scissor style hoist
Horizontal weld-on side bracing
Stainless steel steps and grab handle mounted above driver's side rear tire
6 panel manual operated tailgate
Two body props
Three oval hole rear wedge style stainless steel light boxes mounted on rear corner posts
Shovel holders mounted to front bulkhead on both sides
Stainless steel mudflaps mounted ahead of rear duals
1/2" anti-sail mudflaps mounted aft of rear duals

Roll-Rite 63000 Electric tarp system
Manufactured of aluminum
3-spring pivot arms, with brackets mounted to truck frame rails
Tension bow assembly
92" aluminum tarp housing, recessed into cab shield
45 degree offsets installed on tarp arms
84" x 14' premium mesh tarp

Underbody Scraper
Michigan Scraper TMS189-10'
1" thick x 20" tall moldboard
Dual 4" diameter reversing cylinders with nitrated piston rods
Dual 3-1/2" diameter actuating cylinders with nitrated piston rods
Heavy Duty hangerboard
1" thick solid reverse table
2" anchor and shear end pins for reversing cylinders
5" Center pin, piloted with grease fitting and hardened bushings

Cushion valve relief on reverse cylinders
Replaceable poly wear pads on turn table clamps

Salt Spreader

Swenson SBG-6S stainless steel tailgate spreader
6" auger
Gearbox driven
18" poly spinner disc
Tailgate spill shields installed inside of body
Parker stainless steel quick disconnects installed for easy
spreader removal and installation
Rubber caps and plugs for disconnects when spreader is
removed

Hydraulic Control System

Front crank shaft mounted P20 gear pump
Driveline
Force America V20 hydraulic valve
Valve will be mounted in a stainless steel enclosure on the
truck frame rail
Valve sections for dump body u/d, scraper u/d, scraper l/r,
electric sections for spinner & auger
Single axis control handles with cables
Centerlock handle for hoist
46 gallon hydraulic oil tank mounted above the frame,
behind the cab
In-tank return filter for hydraulic oil
1-1/2" ball valve on suction port
In-tank suction strainer

Light/Electrical System

(4)Amber/Green strobes mounted in front corners of cab
shield
(2)Amber/Green strobes mounted in rear wedge light boxes
(2)LED oval S/T/T lights in rear wedge box
(2)LED back-up lights mounted in rear wedge box
(4)LED spreader & scraper work lights
Factory s/t/t lights re-installed at rear on outside of
frame
Back up alarm
Body up indicator light
Sealed junction box mounted at rear for all body wiring

No paint on stainless steel equipment. All other items will be
primed and top coated with a black polyurethane paint.

Total price for equipment installed on one (1) unit: \$ 92,287.00

Note: For installation of above equipment, truck must have:

- 106" CA
- factory fuel tank mounted under driver's side cab
- DEF tank mounted directly behind fuel tank
- aftertreatment system mounted under passenger's side of cab with vertical exhaust
- Adapter of front crankshaft
- bucket seats in cab for requested location of controls, etc.
- six auxiliary electrical switches, fused.
- front frame extensions for crankshaft mounted pump

Price firm until August 20, 2022.

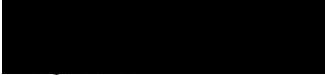
F.O.B.: Ithaca, MI

Terms: Net 30 days.

Taxes: extra where applicable.

Thank you for the opportunity to be of service.

Shults Equipment, LLC.


Joe Vernon

QD.YPSILANTI



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Andrew Hellenga
DATE: August 23, 2022
SUBJECT: Fireworks Display Permit Application from Eastern Michigan University

DESCRIPTION:

Fireworks Display Permit Application from Eastern Michigan University

SUMMARY:

A request for a Fireworks Display Permit was received from Andrew Espenshade of ACE Pyro, LLC, on behalf of the Eastern Michigan University Athletic Department. The University would like to have fireworks display at Rynerson Stadium, 799 N. Hewitt Road, on September 2nd, September 24th, October 1st, October 15th, October 29th, and November 25th, 2022.

Attached is proof of public liability insurance for the proposed display with coverage set at \$10,000,000 and with the City being added as an additional insured.

The City Clerk's office recommends approval of the application subject to inspection and approval of the Ypsilanti Fire Department.

RECOMMENDED ACTION: Approval

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-198
August 23, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Andrew Espenshade of ACE Pyro, LLC, on behalf of the Eastern Michigan University Athletic Department has applied for a fireworks permit to allow a fireworks display at Eastern Michigan University's Rynerson Stadium. The fireworks are scheduled on September 2nd, September 24th, October 1st, October 15th, October 29th, and November 25th, 2022; and

WHEREAS, ACE Pyro, LLC will operate the display and has obtained public liability insurance in the amount of \$10,000,000 and has added the City of Ypsilanti as an additional insured.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves a Fireworks Display Permit for days; September 2nd, September 24th, October 1st, October 15th, October 29th, and November 25th, 2022, subject to the inspection and approval of the Ypsilanti Fire Department.

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 23 day of August 2022

#Resolution No. 2022-198



EMU 2022 Football Proximate Pyrotechnics Display(s)

Display Date(s):

- 9/2/2022, 9/24/2022, 10/1/2022, 10/15/2022, 10/29/2022, 11/25/2022

Display Location:

- Rynearson Stadium, 799 North Hewitt Road, Ypsilanti, MI 48197
- Pyrotechnics will be fired from 4 rooftop & 2 track-level firing positions at north end of stadium (see attached diagram)

Display Description:

- Pyrotechnics will be employed for EMU team intro and touchdowns
- Duration will be 30 seconds for EMU team intro and 1 instantaneous group of effects for each touchdown

Type of Fireworks:

- Display will consist entirely of products certified UN0431, 1.4G Articles Pyrotechnic
- Pyrotechnics are designed for use on buildings, stages, and other proximate environments
- Pyrotechnics specifically designed to produce no fallout debris and low smoke

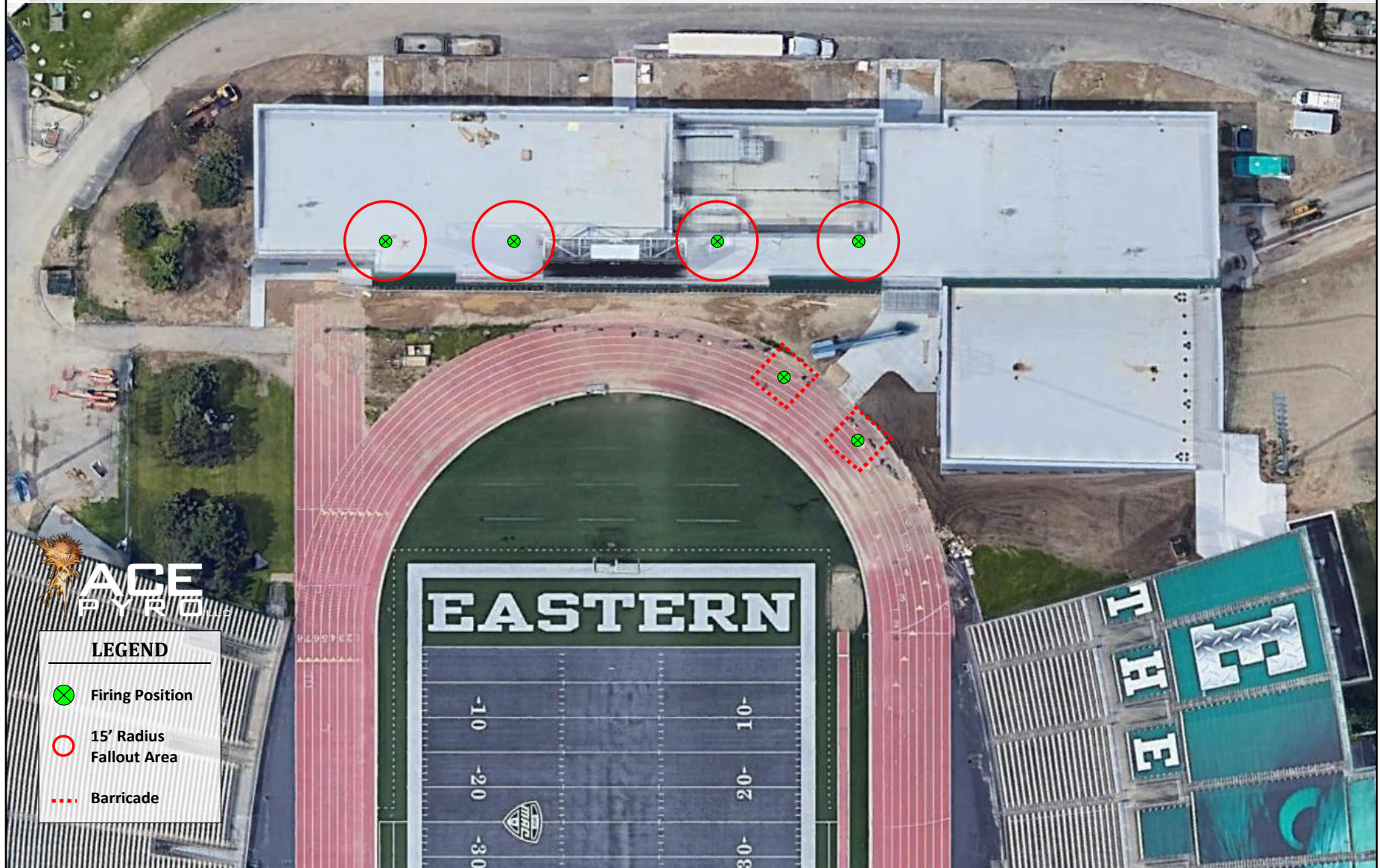
Display Operator Qualifications:

- Display Sales & Production Manager ACE Pyro, LLC
- Certified by the Pyrotechnics Guild International 'Display Operator Certification Course'
- Pyrotechnic Operator License – City of Detroit, Michigan
- Display choreographer
- System developer and industrial engineer – StarFire digital firing system
- 10+ years of experience on 100+ professional fireworks displays

Safety Precautions:

- Compliance with NFPA 1126: Standard for the Use of Pyrotechnics Before a Proximate Audience
- Firing positions will be barricaded to prevent unauthorized access
- Pyrotechnic materials will be attended at all times once on site
- Pyrotechnics will be fired using a computer controller digital firing system
- ABC and water firing extinguishers will be pre-positioned on display site

2022 EMU Football Pyrotechnics Site Map



PO Box 2 | MANCHESTER, MI 48158 | 248-622-5148 | DREW@ACEPYRO.COM

2022 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY
OF CITY, VILLAGE OR TOWNSHIP
BOARD ONLY

DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256		The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.	
TYPE OF PERMIT(S) (Select all applicable boxes) ☐ Agricultural or Wildlife Fireworks ☒ Articles Pyrotechnic ☐ Display Fireworks ☒ Public Display ☐ Private Display ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes			
NAME OF APPLICANT Drew Espenshade		ADDRESS OF APPLICANT 9700 Burmeister Rd, Saline, MI 48176	
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER Aaron Enzer		ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER 9700 Burmeister Rd, Saline, MI 48176	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		TELEPHONE NUMBER	
NAME OF PYROTECHNIC OPERATOR Drew Espenshade		ADDRESS OF PYROTECHNIC OPERATOR 9700 Burmeister Rd, Saline, MI 48176	
AGE OF APPLICANT 18 YEARS OR OLDER ☒ YES ☐ NO		AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER ☒ YES ☐ NO	
NO. YEARS EXPERIENCE 10+	NO. DISPLAYS 100+	WHERE Michigan, Wisconsin, North Dakota, Wyoming, Illinois, Iowa, Arizona, Indiana, Pennsylvania, Texas	
NAME OF ASSISTANT Chris Pappas		ADDRESS OF ASSISTANT 9700 Burmeister Rd, Saline, MI 48176	
NAME OF OTHER ASSISTANT N/A		ADDRESS OF OTHER ASSISTANT N/A	
AGE OF ASSISTANT 18 YEARS OR OLDER ☒ YES ☐ NO		AGE OF OTHER ASSISTANT 18 YEARS OR OLDER YES ☐ NO	
EXACT LOCATION OF PROPOSED DISPLAY Rynearson Stadium 799 North Hewitt Road, Ypsilanti, MI 48197			
DATE OF PROPOSED DISPLAY 9/2, 9/24, 10/1, 10/15, 10/29, 11/25 (2022)		TIME OF PROPOSED DISPLAY Subject to game schedule	
MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT None, fireworks product will be brought from company storage in time for display setup.			
AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) \$10,000,000		NAME OF BONDING CORPORATION OR INSURANCE COMPANY The Partners Group Ltd	
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY 11225 SE 6th Street, Suite 110, Bellevue, WA 98004			
NUMBER OF FIREWORKS Approximately 50	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed) Close Proximity Articles Pyrotechnic Effects		
SIGNATURE OF APPLICANT 		DATE August 9, 2022	

2022 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
------------------------	--

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes) ☐ Agricultural or Wildlife Fireworks ☒ Articles Pyrotechnic ☐ Display Fireworks ☒ Public Display ☐ Private Display ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY. PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)
NAME OF PERSON PERMIT ISSUED TO Drew Espenshade		AGE (18 YEARS OR OLDER) ☒ YES ☐ NO
ADDRESS OF PERSON PERMIT ISSUED TO 9700 Burmeister Rd, Saline, MI 48176		
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION ACE Pyro, LLC		
ADDRESS 9700 Burmeister Rd, Saline, MI 48176		
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) Approximately 50 - Close Proximity Articles Pyrotechnic Effects		
EXACT LOCATION OF DISPLAY OR USE Rynearson Stadium 799 North Hewitt Road, Ypsilanti, MI 48197		
CITY, VILLAGE, TOWNSHIP Ypsilanti	DATE 9/2, 9/24, 10/1, 10/15, 10/29, 11/25 (2022)	TIME Per Game Schedule
BOND OR INSURANCE FILED ☒ YES ☐ NO		AMOUNT \$10,000,000

Issued by action of the Legislative Body of a

☐ City ☐ Village ☐ Township of _____ on the _____ day of _____ 2022

(Signature and Title of Legislative Body Representative)

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Partners Group Ltd 11225 SE 6th St., Suite 110 Bellevue WA 98004		CONTACT NAME: Janet Nau PHONE (A/C, No, Ext): 425-455-5640 E-MAIL ADDRESS: jnau@tpgrp.com FAX (A/C, No): 425-455-6727		
INSURED Ace Pyro, LLC 13001 E. Austin Rd Manchester MI 48158		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : James River Insurance Co		12203
		INSURER B : Everest Denali Insurance Company		16044
		INSURER C : AXIS Surplus Lines Insurance Company		26620
		INSURER D : Arch Specialty Insurance Company		21199
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER: 1484189106

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	Y		001236810	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			SI8CA00266211	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			P0010083992001	3/8/2022	11/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				
D	Excess Liability - Occurrence			UXP104824700	3/8/2022	11/1/2022	Each Occurrence \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The following are included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured, as required by written contract:

Additional Insured: City of Ypsilanti and Eastern Michigan University
Event Location: Rynearson Stadium, 799 North Hewitt Road, Ypsilanti, MI 48197
Event Date(s): 9/2/2022, 9/24/2022, 10/1/2022, 10/15/2022, 10/29/2022, 11/25/2022

CERTIFICATE HOLDER

CANCELLATION

City of Ypsilanti 1 S Huron Street Ypsilanti, MI 48197	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. D REPRESENTATIVE
--	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Christopher Jacobs
DATE: August 23, 2022
SUBJECT: Peninsular Dam MOU with HRWC

DESCRIPTION:

Peninsular Dam MOU with HRWC

SUMMARY:

In 2017 the City entered into a cooperative agreement to study the feasibility of the strategic removal of the Peninsular Dam and for HRWC to contract for such a feasibility. HRWC authorized, contracted for and received a feasibility study and the parties agree that the goal (removal of Peninsular Dam) is feasible. The City and HRWC desire to further advance the goal by securing a removal design and any necessary supporting analysis for the removal of the Peninsular Dam.

We anticipate that the removal design will explore the environmental and financial impacts of removal of the dam, the logistical and practical implication relating to such removal and the legal effects of such removal would have on the property owners adjacent to relevant portions of the Huron River, remediation of the impoundment and sources of public or private grants or funding available for such work.

HRWC is in the best position to lead the effort to request proposals and identify qualified engineering and other professional consultants to prepare the removal plan and supporting analysis and data. The City previously committed \$500,000 toward the removal of the Peninsular Dam and we anticipate the cost in this stage will be \$256,600. The City agrees to provide match funding of \$35,000. HRWC agrees to provide match funding of \$6,000. The remaining balance will be provided by a grant awarded from the Michigan Department of Natural Resources Fisheries Habitat Grant Program. The awarded funds from the MDNR FHGP require all proposed project work to be completed by October of 2023.

The attached MOU is provided to define the relationship between the City of Ypsilanti and Huron River Watershed Council for the purpose of completing the work outlined.

RECOMMENDED ACTION: Approval

ATTACHMENTS: MOU

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-199
August 23, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti has identified the removal of Peninsular Dam as a strategic priority; and

WHEREAS, the Huron River Watershed Council has been awarded a grant from the Michigan Department of Natural Resources for the purpose of design removal and has selected a qualified engineering firm to provide these services; and

WHEREAS, the MOU provided is necessary to define the working relationship between the City of Ypsilanti and the Huron River Watershed Council.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the MOU as provided and shall reimburse the HRWC for an amount not to exceed Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) toward completion of the approved scope of work in the MDNR FHGP grant described herein.

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 23 day of August 2022

#Resolution No. 2022-199

AGREEMENT BETWEEN THE CITY OF YPSILANTI AND
THE HURON RIVER WATERSHED COUNCIL FOR COOPERATION IN OBTAINING
PENINSULAR PAPER DAM REMOVAL DESIGN AND SUPPORTING ANALYSIS

This agreement is made between the City of Ypsilanti, a Michigan home rule city of One S. Huron Street, Ypsilanti, MI 48197 ("City") and the Huron River Watershed Council, a Michigan public non-profit organization of 1100 N. Main Street, Suite 210, Ann Arbor, MI 48104 ("HRWC") (collectively the parties) on the date signed by both parties ("Effective Date").

RECITALS:

- A. The City owns a parcel of land located at the northwest corner of the Huron River and Leforge Road in the City of Ypsilanti, County of Washtenaw, State of Michigan, having a parcel identification number of 11-11-05-100-013 ("Peninsular Park").
- B. The City also owns the Peninsular Dam, which is adjacent to Peninsular Park and crosses and dams the Huron River.
- C. The City and HRWC are interested in the removal of Peninsular Dam and related impoundment restorative activities (the goal).
- D. In furtherance of that goal the City and HRWC on December 19, 2017 entered into a cooperative agreement to study the feasibility of the strategic removal of the Peninsular Dam and for HRWC to contract for such a feasibility.
- E. HRWC authorized, contracted for and received a feasibility study, as well as results from previous phases of removal design and supporting analysis, and the parties agree that the goal (removal of Peninsular Dam) is feasible and preferable.
- F. The City and HRWC desire to further advance the goal by completing a sequential phase of removal design and any necessary supporting analysis for the removal of the Peninsular Dam.
- G. The parties anticipate that the removal design will explore the environmental and financial impacts of removal of the dam, the logistical and practical implication relating to such removal and the legal effects of such removal would have on the property owners adjacent to relevant portions of the Huron River, remediation of the impoundment and sources of public or private grants or funding available for such work (The Work).
- H. The parties desire to identify qualified engineering firms and other necessary professional consultants to complete The Work.
- I. The parties agree that HRWC is in the best position to lead the effort to request proposals and identify qualified engineering and other professional consultants to prepare the removal plan and supporting analysis and data (The Work).
- J. The City previously committed \$500,000 toward the removal of the Peninsular Dam.

- K. The parties anticipate the cost of The Work will be \$256,600. The City agrees to provide match funding of \$35,000. HRWC agrees to provide match funding of \$6,000. The remaining balance will be provided by a grant awarded from the Michigan Department of Natural Resources ("MDNR") Fisheries Habitat Grant Program ("FHGP"). The awarded funds from the MDNR FHGP require all proposed project work (The Work) to be completed by October of 2023.

NOW, THEREFORE, in consideration of the foregoing and the agreements of the parties, hereto, the City and HRWC mutually agree as follows:

1. The HRWC shall, for the parties, bid, obtain and administer contracts for The Work with engineering firms to be selected, and shall provide administrative management, planning services and technical guidance in accordance with existing awarded MDNR FHGP as described herein. The HRWC may also provide administrative management, planning services and technical guidance in accordance with relevant future public or private grants as agreed by the parties.
2. The HRWC will collaborate with and continue to help the City (City Council members and City staff) establish, convene, and support necessary committees of subject matter experts, municipal officials, and area residents to advise progression toward the removal of the Peninsular Dam and related restoration activities of the Peninsular Dam impoundment (the goal) through at least October 2023. HRWC may provide a continuation of these services beyond October 2023 as agreed by the parties.
3. The City shall reimburse the HRWC for an amount not to exceed Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) toward completion of the approved scope of work in the MDNR FHGP grant described herein.
4. HRWC shall be responsible for management of awarded MDNR FHGP funds and additional related costs. HRWC shall keep books and accounts of all such funds and costs and provide access, including copying to the City upon request.
5. All results, all supporting documentation, and all reports resulting from the scope of work related to the MDNR FHGP grant described herein will be owned jointly by the parties and will be provided by HRWC or engineering or consulting firms to the City at the request of the City Council or Ypsilanti City Manager.
6. Three (3) hard copies and one (1) electronic copy in PDF file format of the final report completed by the selected engineering firm will be provided by HRWC to the City.
7. The parties shall use the results of the study to guide future discussion and decisions with regard to Peninsular Park and the Peninsular Dam.

8. The City shall be a third-party beneficiary of the contract between the HRWC and the Contractor(s). The parties agree that all contracts for the work shall contain provisions substantially similar to the attached contract addendum form ("Exhibit A").
9. Both parties agree that they have insurance to protect their individual interests.
10. Neither party will indemnify the other.
11. HRWC agrees to abide by ordinances and policies of City, including but not limited to the Living Wage Ordinance and the non-discrimination policies and ordinances of City.
12. Both parties certify that they are not an "Iran Linked Business" as specified in MCL 129.211.
13. This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
14. This agreement, and its attachments, serves as a contract agreement between the parties. Any changes, additions, or deletions shall not be effective of actionable unless they are in writing and signed by the parties.

IN WITNESS THEREOF, the undersigned have set their hands this ____ day of _____, 2022.

HURON RIVER WATERSHED COUNCIL
BY: [REDACTED]
Rebecca Esselman
Executive Director

6/29/22

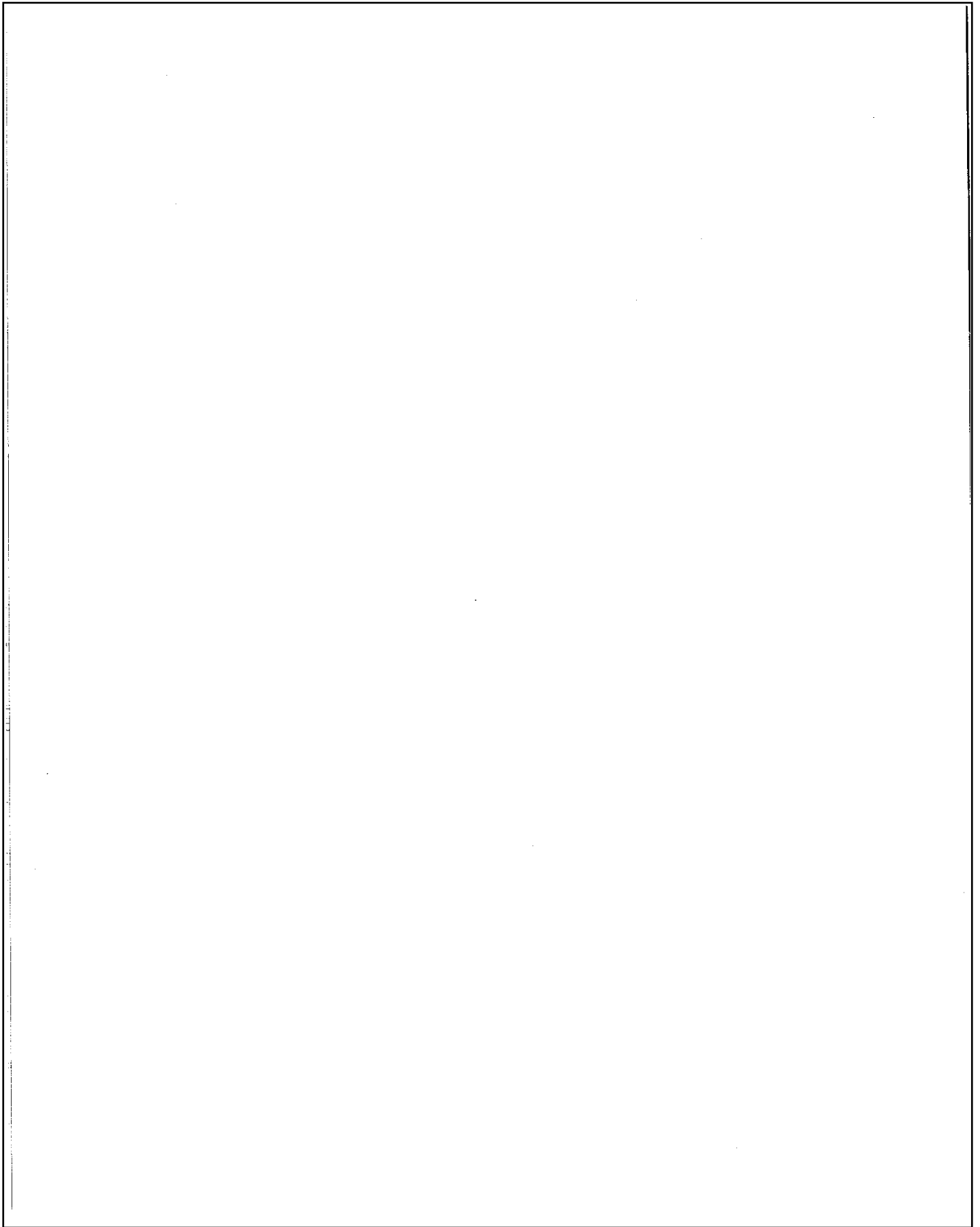
CITY OF YPSILANTI

BY: _____
Lois Richardson, Mayor

BY: _____
Andrew Hellenga, City Clerk

Approved as to Form

[REDACTED] 6-28-22
John M. Barr
Ypsilanti City Attorney





Resolution No. 2022-200
August 23, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "City of Ypsilanti Tax Exemption Ordinance – 845 W. Clark." be approved on Second and Final Reading.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
23 day of August 2022

#Resolution No. 2022-200



CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1395
TAX EXEMPTION ORDINANCE

An ordinance to provide for a service charge in lieu of taxes for a housing project for low income elderly persons and households to be financed with a federally-aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended MCL 125.1401, *et seq*) (the “Act”).

THE CITY OF YPSILANTI ORDAINS

SECTION 1. This Ordinance shall be known and cited as the “City of Ypsilanti, Michigan Tax Exemption Ordinance – 845 W. Clark”

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low-income elderly persons and households and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Ypsilanti (the “City”) is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income elderly persons and households is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of housing projects that are constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City acknowledges that Clark Road Senior Limited Dividend Housing Limited Partnership (the “Sponsor”) has offered subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority (the “Authority”), to construct, own and operate an elderly housing project identified as 845 W Clark on certain property located at 845 W Clark Road in the City to serve low income elderly persons and households, and that the

Sponsor has offered to pay the City on account of this housing development an annual service charge for public services in lieu of all *ad valorem* property taxes.

SECTION 3. Definitions.

All terms shall be defined as set forth in the State Housing Development Authority Act of 1966, being Public Act 346 of 1966 of the State of Michigan, as amended, except as follows:

A. Act means the State Housing Development Authority Act, being Public Act 346 of 1966 of the State of Michigan, as amended.

B. Annual Shelter Rent means the total collections during an agreed annual period from all occupants of a housing development or any amount paid to the Sponsor on behalf of any occupant representing rent or occupancy charges, exclusive of charges for gas, electricity, heat, or other utilities furnished to the occupants.

C. Authority means the Michigan State Housing Development Authority, a public body, corporate and politic of the State of Michigan.

D. Elderly means a single person who is 55 years of age or older, or a household in which at least one member is 55 years of age or older.

E. Housing Development means a project which contains a significant element of housing for low income elderly persons and households and such elements of other housing, commercial, recreational, industrial, communal, and educational facilities as the Authority determines improve the quality of the project as it related to housing for low income elderly person and households.

F. Housing for the Elderly means housing occupied by a single person who is 55 years of age or older, or housing occupied by a family and/or household in which at least one member is 55 years of age or older.

G. LIHTC Program means the Low Income Housing Tax Credit Program administered by the Authority pursuant to Section 42 of the Internal Revenue Code of 1986, as amended.

H. Mortgage Loan means a loan that is federally-aided or a loan or grant made to the Sponsor, or such entity formed by the Sponsor to own the Housing Development, for the construction, rehabilitation, acquisition and/or permanent financing of a Housing Development and secured by a mortgage on the Housing Development.

I. Sponsor means person(s) or entity, which has or will apply to the Authority for an allocation under the LIHTC Program to construct, own and operate a Housing Development. The Sponsor means Clark Road Senior Limited Dividend Housing Association Limited Partnership

and any entity that receives or assumes a mortgage loan and is an eligible mortgagor under the Act.

J. Utilities mean gas, water, sanitary sewer service, electrical service, and other utilities furnished to the occupants which are paid by the Housing Development.

SECTION 4. Class of Housing Developments.

It is determined that the class of Housing Developments to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be Housing for the Elderly that are financed with a Mortgage Loan. It is further determined that 845 W Clark is of this class.

SECTION 5. Establishment of Annual Service Charge.

The Housing Development identified as 845 W Clark and the property on which it is located shall, subject to the limitations and conditions of this Ordinance, be exempt from all *ad valorem* property taxes from and after the commencement of construction of the project. The City acknowledges that that Sponsor and Authority have established the economic feasibility of the Housing Development in reliance upon the enactment and continuing effect of this Ordinance and qualification of the Housing Development for exemption from all property taxes and a payment in lieu of taxes as established in this Ordinance. In consideration of the Sponsor's offer, subject to receipt of an allocation under the LIHTC Program from the Authority, to construct, own and operate the Housing Development, the City agrees to accept payment of an annual service charge or public services in lieu of all *ad valorem* property taxes. The annual service charge shall be \$100.

SECTION 6. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the Housing Development that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes that would be paid on that portion of the Housing Development if the Housing Development were not tax exempt.

The term "low income" as used herein shall be the same as found in Section 15(a)(7) of the Act.

SECTION 7. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act, to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance, However, nothing contained in this Ordinance shall

constitute a waiver of any rights the City may possess or exercise under the provisions of Section 15(a)(2) of the Act, provided the exercise of such rights does not, in the opinion of the Authority, impair the economic feasibility of the Housing Development.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes, as determined under this Ordinance, shall be payable to the City and distributed to the several units levying the general property tax in accordance with Section 15a(4) of the Act. The annual payment for each operating year shall be paid on or before April 15th of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

SECTION 9. Documentation Supplied.

On or before April 1 of each year, the Sponsor shall file with the City audited financial statement showing all revenues for the Housing Development, including but not limited to rent or occupancy charges and subsidies received from the Housing Development and expenses, including utilities. The City shall determine the applicable service charge in accordance with Section 5. The City may require such other or further financial information as may be necessary to accurately determine the service charge due pursuant to this Ordinance. The City shall submit a statement for the service charges for each year by September 1. Failure of the City to provide such statement or failure of Sponsor to receive such statement shall not invalidate any service charge owed pursuant to this Ordinance.

SECTION 10. Duration.

Provided that the Sponsor acquires the Property and construction of the Housing Development commences within eighteen (18) months of the effective date of this Ordinance, this Ordinance shall remain in effect and shall not terminate, except as provided in this Section 10, for such period as the Authority or other governmental entity has any interest in the property; provided, however, that City may terminate the PILOT, upon written notice and opportunity to cure, in the event the Annual Service Charge is not paid or the Project is in material violation of the City Code, the Building Code, or any related codes. .

SECTION 11. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by an court of competent jurisdiction to be unconstitutional or invalid, the same shall not affect the validity of the Ordinance as a whole or any section or provision of this Ordinance other than the section or provision so declared to be unconstitutional or invalid.

SECTION 12. Effective Date.

This ordinance shall become effective on _____ or as otherwise provided in the Charter.

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

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 _____, _____.

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 _____, _____.

Andrew Hellenga, City Clerk

Notice Published:

First Reading:

Second Reading:

Published:

Effective Date:



Resolution No. 2022-201
August 23, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "City of Ypsilanti Tax Exemption Ordinance – 945 W. Clark." be approved on Second and Final Reading.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
23 day of August 2022

#Resolution No. 2022-201



CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1396
TAX EXEMPTION ORDINANCE

An ordinance to provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended MCL 125.1401, *et seq*) (the "Act").

THE CITY OF YPSILANTI ORDAINS

SECTION 1. This Ordinance shall be known and cited as the "City of Ypsilanti, Michigan Tax Exemption Ordinance – 945 W. Clark"

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low-income citizens and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Ypsilanti (the "City") is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of housing projects that are constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City acknowledges that Clark Road Family Limited Dividend Housing Association Limited Partnership (the "Sponsor") has offered, on behalf of itself and an entity to be formed to own the Housing Development and subject to receipt of an

allocation under the LIHTC Program by the Michigan State Housing Development Authority (the "Authority"), to construct, own and operate a housing project identified as 945 W Clark on certain property located at 945 W Clark Road in the City to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing development an annual service charge for public services in lieu of all *ad valorem* property taxes.

SECTION 3. Definitions.

All terms shall be defined as set forth in the State Housing Development Authority Act of 1966, being Public Act 346 of 1966 of the State of Michigan, as amended, except as follows:

A. Act means the State Housing Development Authority Act, being Public Act 346 of 1966 of the State of Michigan, as amended.

B. Annual Shelter Rent means the total collections during an agreed annual period from all occupants of a housing development or any amount paid to the Sponsor on behalf of any occupant representing rent or occupancy charges, exclusive of charges for gas, electricity, heat, or other utilities furnished to the occupants.

C. Authority means the Michigan State Housing Development Authority, a public body, corporate and politic of the State of Michigan.

D. Contract Rents means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a Housing Development during an agreed annual period, exclusive of Utilities.

E. Housing Development means a project which contains a significant element of housing for low income persons and families and such elements of other housing, commercial, recreational, industrial, communal, and educational facilities as the Authority determines improve the quality of the project as it related to housing for persons of low income and families.

F. Low Income Persons and Families means persons and families eligible to move into a housing project in accordance with the Act as found in Section 15(a)(7) of the Act.

G. LIHTC Program means the Low Income Housing Tax Credit Program administered by the Authority pursuant to Section 42 of the Internal Revenue Code of 1986, as amended.

H. Mortgage Loan means a loan that is federally-aided or a loan or grant made to the Sponsor, or such entity formed by the Sponsor to own the Housing Development, for the construction, rehabilitation, acquisition and/or permanent financing of a Housing Development and secured by a mortgage on the Housing Development.

I. Sponsor means person(s) or entity, which has or will apply to the Authority for an allocation under the LIHTC Program to construct, own and operate a Housing Development. The Sponsor means Clark Road Family Limited Dividend Housing Association Limited Partnership and any entity that receives or assumes a mortgage loan and is an eligible mortgagor under the Act.

J. Utilities mean gas, water, sanitary sewer service, electrical service, and other utilities furnished to the occupants which are paid by the Housing Development.

SECTION 4. Class of Housing Developments.

It is determined that the class of Housing Developments to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be Housing Developments for Low Income Persons and Families that are financed with a Mortgage Loan. It is further determined that 945 W Clark is of this class.

SECTION 5. Establishment of Annual Service Charge.

The Housing Development identified as 945 W Clark and the property on which it is located shall, subject to the limitations and conditions of this Ordinance, be exempt from all *ad valorem* property taxes from and after the commencement of construction of the project. The City acknowledges that that Sponsor and Authority have established the economic feasibility of the Housing Development in reliance upon the enactment and continuing effect of this Ordinance and qualification of the Housing Development for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. In consideration of the Sponsor's offer, subject to receipt of an allocation under the LIHTC Program from the Authority, to construct, own and operate the Housing Development, the City agrees to accept payment of an annual service charge or public services in lieu of all property taxes. The annual service charge shall be \$100..

SECTION 6. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the Housing Development that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes that would be paid on that portion of the housing project if the housing project were not tax exempt.

The term "low income" as used herein shall be the same as found in Section 15(a)(7) of the Act.

SECTION 7. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act, to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance. However, nothing contained in this Ordinance shall constitute a waiver of any rights the City may possess or exercise under the provisions of Section 15(a)(2) of the Act, provided the exercise of such rights does not, in the opinion of the Authority, impair the economic feasibility of the Housing Development.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes, as determined under this Ordinance, shall be payable to the City and distributed to the several units levying the general property tax in accordance with Section 15a(4) of the Act. The annual payment for each operating year shall be paid on or before April 15th of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

SECTION 9. Documentation Supplied.

On or before April 1 of each year, the Sponsor shall file with the City audited financial statement showing all revenues for the Housing Development, including but not limited to rent or occupancy charges and subsidies received from the Housing Development and expenses, including utilities. The City shall determine the applicable service charge in accordance with Section 5. The City may require such other or further financial information as may be necessary to accurately determine the service charge due pursuant to this Ordinance. The City shall submit a statement for the service charges for each year by September 1. Failure of the City to provide such statement or failure of

Sponsor to receive such statement shall not invalidate any service charge owed pursuant to this Ordinance.

SECTION 10. Duration.

Provided that the Sponsor acquires the Property and construction of the Housing Development commences within eighteen (18) months of the effective date of this Ordinance, this Ordinance shall remain in effect and shall not terminate, except as provided in this Section 10, for such period as the Authority or other governmental entity has any interest in the property; provided, however, that City may terminate the PILOT, upon written notice and opportunity to cure, in the event the Annual Service Charge is not paid or the Project is in material violation of the City Code, the Building Code, or any related codes.

SECTION 11. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by an court of competent jurisdiction to be unconstitutional or invalid, the same shall not affect the validity of the Ordinance as a whole or any section or provision of this Ordinance other than the section or provision so declared to be unconstitutional or invalid.

SECTION 12. Effective Date.

This ordinance shall become effective on _____ or as otherwise provided in the Charter.

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

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 _____, _____.

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 _____, _____.

Andrew Hellenga, City Clerk

Notice Published:

First Reading:

Second Reading:

Published:

Effective Date:



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Joe Meyers
DATE: August 23, 2022
SUBJECT: Easement for Clark Rd Property

DESCRIPTION:

Easement for Clark Rd Property

SUMMARY:

The city currently owns a .39-acre parcel of property off Clark Rd. This parcel of land has been held by the city as an extension to Green Road. This will connect Green Road to Clark Road. Over the past year, the Lincoln Avenue Capital has been working towards the development of 845 & 945 Clark Rd and has obtained PUD to develop this land. Their plans include utilizing this parcel for an extension of Green Road and parking on either side of the road.

The PUD Was approved in March 2022, the Community Benefits Agreement was approved in June 2022 and the first reading of the PILOT agreement was on approved on August 9, 2022. The easement will allow the city to maintain ownership and allow the developer to utilize the parcel for a road and parking so long as the property remains affordable. This easement also allow the city to ensure the street remains a public street in the future.

Staff Recommendation: Staff recommends approval of the easement as presented.

ATTACHMENTS: Easement

RECOMMENDED ACTION: Approval of the easement

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-202
August 23, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti owns the property on Clark Rd (11-11-05-100-003) and has been working with Lincoln Avenue Capital to develop 306 units of affordable housing; and

WHEREAS, The City of Ypsilanti has a vested interest in connecting Green Road to Clark Rd based on the city's master plan and zoning ordinance; and

WHEREAS, the development of the properties at 845 and 945 Clark Road will allow for Lincoln Avenue Capital to construct and maintain the extension to Green Road.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves an easement with Clark Road Family Limited Dividend Housing Association Limited Partnership and Clark Road Senior Limited Dividend Housing Association Limited Partnership.

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 23 day of August 2022

#Resolution No. 2022-202

GRANT OF ROADWAY AND PARKING EASEMENT

This agreement (the Agreement) is entered into on this ____ of August, 2022, between **THE CITY OF YPSILANTI**, a Municipal Corporation organized under the laws of the State of Michigan, of 1 South Huron Street, Ypsilanti, Michigan 48197 (Grantor), and **CLARK ROAD SENIOR LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP** a Michigan Limited partnership, its successors and assigns, of 1127 Broadway Street, NE, Ste 310, Salem, Oregon 97301 and registered agent address of CSC-Lawyers Incorporating Service, 2900 West Road Ste 500, East Lansing, Michigan 48823 and **CLARK ROAD FAMILY LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP**, a Michigan Limited partnership, its successors and assigns, of 401 Wilshire Boulevard, Ste 1070, Santa Monica, California 90401 and registered agents address of CSC-Lawyers Incorporating Service, 2900 West Road Ste 500, East Lansing, Michigan 48823, (Grantees), on the following terms and conditions.

1. **Purpose.** Grantor is a municipality and Grantee own adjacent parcels of land. Grantee wishes to purchase an easement from Grantor across Grantor's land for purposes constructing a road and parking, which will burden Grantor's parcel for the benefit of Grantee's adjacent parcel.
2. **Burdened Property.** Grantor owns land in City of Ypsilanti, County of Washtenaw, State of Michigan, described on the attached Exhibit A (the Burdened Property).
3. **Consideration.** Grantee, in consideration of the grant of the easement stated in this Agreement agrees to pay Grantor one dollar (\$1.00) payable at the time of the signing of this Agreement.
4. **Description of the Easement.** Grantor grants to Grantee an easement for the purpose of constructing, replacing, repairing and maintaining a public road, parking spaces and pedestrian walkways over the Burdened Property ____ feet in width and as described and shown on the attached Exhibit B (the Easement) for the benefit of the benefited property (the Benefited Property) as described on the attached Exhibit A.
5. **Condition and Maintenance.** Grantee shall be solely responsible for construction of the roadway and parking areas and construction shall conform to the specifications of the site plan, and upgraded as necessary, as determined by the Grantor. Grantee shall maintain the Easement and shall not allow it to become unsightly or a nuisance. The roadway shall be a public road, subject to all uses of the public, however Grantee shall be responsible for maintenance.

6. **Interest in realty.** The parking is to be an easement over the Burdened Property for the use and benefit of the Benefited Property and is to be an appurtenance to the Benefited Property and run with the land, subject to the limitations and reverter in this agreement.
7. **Limitations of Easement.** The City retains all other property rights in the easement property not expressly granted to the Grantee. The City reserves the right to grant to others additional easement rights within this easement. Said future easement rights include, but are not limited to, installation and maintenance of gas, electric power, telephone structures and lines and other utilities, non-motorized pathways, cell towers, broadband, etc.
8. **Duration of Easement/ Reverter.** Said easement remains in effect in perpetuity so long as Grantor maintains the affordability restriction and the PILOT (Payment In Lieu of Taxes) is maintained. If at any time, the Grantee ceases to operate the property as an affordable housing development as stated in the Community Benefits Agreement approved on June 21, 2022 between the City of Ypsilanti and CLARK ROAD FAMILY LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP and CLARK ROAD SENIOR LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP for any reason the easement will cease to exist with all rights reverting back to the City.
9. **Insurance.** The owner of the Benefited Property shall obtain liability insurance as part of its owner's policy for the Benefited Property to cover any liabilities that arise as a result of the use by the owner of the Benefited Property of the Easement and the owner of the Benefited Property's liability policy shall name the owner of the Burdened Property as an insured party for the owner of the Benefited Property's use of the Easement.
10. **Indemnification.** The owner of the Benefited Property agrees to indemnify and hold the owner of the Burdened Property harmless from any and all claims, debts, causes of actions, or judgments for any damage to any property or injury to any person that may arise out of any of the owner of the Benefited Property's actions within, use of, or around the Easement, by themselves, their agents, employees, representatives, and contractors. This provision shall survive the termination of this Agreement.
11. **Entire agreement.** This Agreement and all exhibits constitute the entire agreement between the parties regarding the subject matter of this Agreement, and all prior negotiations and agreements regarding the Easement between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by both parties

12. **Notice.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission that provides evidence of receipt and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party may change its address by giving notice of the change or a new facsimile transmission number to the other as provided in this section.
13. **Severability.** If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.
14. **Jurisdiction and venue.** Any disputes under this conveyance shall be subject to the laws of the state of Michigan and venue for any disputes shall lie in Washtenaw County, Michigan.
15. **Time is of the essence.** Time shall be of the essence in the performance and actions undertaken under this Agreement.
16. **Exhibits.** The following exhibits are attached to and are a part of this Agreement:
- Exhibit A—Legal descriptions of the Benefited Property and the Burdened Property
 - Exhibit B—Drawing and description of the Easement
17. **Effective date.** Owner and Grantee have signed this Agreement, and it shall be effective as of the day and year first above written.

Dated: August ___, 2022

The City of Ypsilanti, a Michigan
Home Rule City
BY: _____
Lois Richardson, Mayor

State of Michigan

County of Washtenaw

Signed and acknowledged before me by Lois Richardson, Mayor of The City of Ypsilanti, a Home Rule City, this ___ day of August 2022.

Andrew Hellenga, Notary Public
Washtenaw County, Michigan
My commission expires: 07/09/2025
Acting in Washtenaw County

Dated: August ____, 2022

The City of Ypsilanti, a Michigan
Home Rule City
By: _____
Andrew Hellenga, City Clerk

State of Michigan

County of Washtenaw

Signed and acknowledged before me by Andrew Hellenga, Clerk of The City of
Ypsilanti, a Home Rule City, this ____ day of August, 2022.

Bonnie Wessler, Notary Public
Washtenaw County, Michigan
My commission expires: 04/25/2026
Acting in Washtenaw County

Dated: August ____, 2022

CLARK ROAD SENIOR LIMITED DIVIDEND
HOUSING ASSOCIATION LIMITED PARTNERSHIP
a Michigan Limited partnership
BY: _____

Its: _____

State of _____

County of _____

Signed and acknowledged before me by _____, for
CLARK ROAD SENIOR LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED
PARTNERSHIP a Michigan Limited partnership, this ____ day of August, 2022.

_____, Notary Public
_____, County, State of _____
My commission expires: _____
Acting in _____ County

Dated: _____

CLARK ROAD FAMILY LIMITED DIVIDEND
HOUSING ASSOCIATION LIMITED PARTNERSHIP
a Michigan Limited partnership
BY: _____

Its: _____

State of _____

County of _____

Signed and acknowledged before me by _____, for
CLARK ROAD FAMILY LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED
PARTNERSHIP, a Michigan Limited partnership, this ____ day of August, 2022.

_____, Notary Public
_____, County, State of _____
My commission expires: _____
Acting in _____ County

Drafted and approved by:

Karl A. Barr, Assistant Ypsilanti City Attorney
105 Pearl Street
Ypsilanti, Michigan 48197
734-481-134; kbarr@barrlawfirm.com

=====

Recording Fee: \$30

State transfer tax: \$0

Tax Parcel #'s:

When recorded return to: Barr Anhut & Associates, 105
Pearl St, Ypsilanti, MI 48197

Send subsequent tax bills to:

Exhibit A

Legal description of the Benefited Property

Legal description of the Burdened Property

Exhibit B



Resolution No. 2022-139 Postponed
August 23, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>NAME</u>	<u>BOARD</u>	<u>EXPIRATION</u>
Valory Brown (New Appointment) 453 Ainsworth Circle Ypsilanti, MI 48197	DDA	7/1/2025

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 23 day of August 2022

#Resolution No. 2022-139 Postponed



Resolution No. 2022-203
August 23, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>NAME</u>	<u>BOARD</u>	<u>EXPIRATION</u>
Kira Mather Corwner 10 Hemphill Ypsilanti, MI 48198	Human Relations Commission	7/1/2025

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 23 day of August 2022

#Resolution No. 2022-203



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: August 23, 2022
SUBJECT: Purchase of an F-150 Lightning

DESCRIPTION:

Purchase of an F-150 Lightning

SUMMARY:

The Department of Public Service (DPS) has scheduled vehicle replacements in the budget to replace some of the aging vehicles in our fleet. One of those vehicles is a one (1) ton 2011 GMC HD 3500 Dump Body. As a cost savings measure, we discussed replacing this larger capacity vehicle with a smaller light duty truck (comparable to an F-150 or GMC Sierra).

In previous discussions regarding vehicle replacement, Council had requested that staff provide quotes for electric vehicles when they are available in addition to our standard gasoline vehicles. Due to the pandemic both pricing and the availability to purchase vehicles has been inconsistent. This was the main reason for the tardiness of this council request.

We have been calling Gorno Ford over the last two (2) months requesting pricing for the next model year F-150 Lightning. Due to various reasons municipal pricing has not been available for this model. We were notified on Monday, August 22 that pricing was available for a very short window and Gorno Ford, who is the dealer which provides vehicles at the state bid pricing, was able to secure only a few vehicles and they were being offered on a first come first serve basis to municipalities. Due to this short timeframe, we requested a quote and moved to place it on the August 23 agenda to give council the opportunity to move forward on it should they choose to do so.

Vehicle Pricing

The price we received for the vehicle has increased substantially from the prior year. The price is broken down as follows:

2023 F-150 Lightning Base Price: \$60,342

Tow-Tech Package:	\$2,295
Municipal Safety Lighting:	\$2,495
Total:	\$65,132

Pricing Comparison

2022 F-150 Lightning Base Price: \$37,050

2022 GMC Sierra 2500HD*: \$33,935

*This was a similar light duty truck purchased by the City in June 2021. Expected costs for 2023 model year may be 10% higher.

Considerations

There are other additional costs and items associated with electric vehicles that will need to be taken into consideration. First the purchase of an electric vehicle will require the installation of an electric charging station at the public services yard. DTE has grants that cover a portion of this cost, but there will still be some added costs.

The second consideration for this item is that it is not clear how the age of the vehicle will affect battery performance or what long term maintenance will look like in the future. We plan to keep our vehicles 8-10 years and there is little indication about what the long-term performance of the batteries are. Extending service life could be as simple as replacing a battery or it may require the purchase of a new vehicle in a shorter timeframe than we anticipate.

The last consideration for this item is that we will need to provide some additional training to our mechanics for doing work on electric vehicles.

There is a level of uncertainty and risk with the electric vehicle purchases as it will require changes and it is new to our operations. The longer-term financial impact of the decision is directly related to the life of the vehicle which is uncertain as electric trucks are new. When making this decision these factors will need to be taken into consideration.

Budget

The original budgeted amount for a replacement one (1) ton truck is \$55,000 which is the amount from the 21-22 budget. The purchase price of the vehicle exceeds this amount by approximately \$10,000. Vehicle prices are currently higher than our original projections.

In total with the two (2) cost increases on the purchases from the 21-22 fiscal year we are projecting an ~ \$30,000 budget overage between the two. This overage could be reduced if a gasoline powered light duty truck were considered instead of the electric vehicle.

An electric vehicle is anticipated to reduce vehicle operation and maintenance costs.

RECOMMENDED ACTION:

We have prepared the resolution for council to consider the purchase of the F-150 Lightning at the bid price.

ATTACHMENTS: Truck Purchase Proposal

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-204
August 23, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the electrification of the city fleet is consistent with the 2021 Master Plan which identifies, "Decreasing government wide operation emission in support of attaining citywide net zero by 2030" as a goal of the Sustainability Plan; and

WHEREAS, funds have been allocated for the replacement of aging vehicles in the city fleet in the 2021-22 budget; and,

WHEREAS, a proposal to purchase an F-150 Lightning has been provided for this purpose.

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti approves the purchase of an F-150 Lightning from Gorno Ford in the amount totaling \$65,132.00 with any change orders to 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 23 day of August 2022

#Resolution No. 2022-204



Nathan Oscarson
Commercial and Government Sales

16800 Executive Plaza Dr
Dearborn, MI 48126

Dear Valued Government Partner:

First, I'd like to thank you for your continued support over the years as we have worked together to provide for the vehicle needs of our communities. We have always tried to place our government partners first in all our decision making.

As you know, this past year has presented an extremely challenging environment for the global automotive industry due to the continuing global microchip shortage, major disruptions in the supply chain due to the war in Eastern Europe and other factors and the lingering impact of Covid. This unprecedented combination of events has contributed to logistical challenges and unpredictable manufacturing plant downtime. Given the high order submissions and unforeseen plant downtime, we will not be able to build all the unscheduled 2022 MY vehicles currently in the Government order bank. We will be prioritizing all 2022 MY vehicles that have been Purchase Order verified and re-submitted as a 2023 MY. Please work with your dealership contact to verify which orders will need to be carried over from one year to the next.

Compounding matters, we are experiencing record inflation, greater than at any time in the last forty years. Inflation, as well as significant impacts on raw material costs are affecting new vehicle pricing. Given these circumstances, we will not guarantee price protection on unscheduled 2022 MY orders that are re-entered into the 2023 MY order bank. We appreciate your understanding as we work through these challenging times, and you can be assured that we are closely monitoring such global events and will communicate any implications beyond the 2023 MY at the appropriate time.

Please contact your dealership representative for complete details. Thank you again for your loyalty and support of the Ford brand.

Sincerely,

A solid black rectangular box used to redact the signature of the National Government Sales Manager.

National Government Sales Manager

GORNO FORD
22025 ALLEN ROAD
WOODHAVEN, MI 48183

DATE: 8/22/22 **(F-150 – LIGHTNING “Pro Series” XLT - EV)**
(OSS)

TO: RON ALERS, CITY OF YPSILANTI
313-720-5402 (DIRECT) rakers@cityofypsilanti.com

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
734-671-4033 (DIRECT) jagnev@gornoford.com

RE: CONTRACT # 071B7700181/171180000001104
MiDEAL # 0029-HYB

2023MY FORD F-150 EV-XLT, CREW CAB, 4x4, 5.5' BOX, 145" WB.
Standard Range High Voltage Battery/Dual Motor 98kWh Usable Capacity Electric Power,
120v/240v Mobile Power Cord - SAE J1772 CCS Chargeport Combo Connector System
SINGLE SPEED TRANS., 8,250# GVWR, OXFORD WHITE/CLOTH BUCKET SEATw/CONSOLE,
FLOOR SHIFT, TILT/CRUISE, AM/FM SYNC 4w/12" SCREEN, PWR. & USB Outlets,
DISC BRKS.w/ABS, AIRBAGS, ADVANCE TRACw/ROLL STABILITY CNTRL., TPMS,
PRE-COLLISION ASSIST, BLISS CROSS-TRAFFIC ALERT, REAR VIEW CAMERA,
REVERSE SENSING, E-Lock REAR AXLE, DRL's, TRAILER SWAY CNTRL., AW MATS,
CLASS 1V RECVR. HITCH, 275/65R 18" ALL-TERRAINE, VINYL FLOOR, ALUM. 18" WHLS.,
COMPASS/OS TEMP., SEAT BELTS, A/C, PWR. WINDOWS/LOCKS, REMOTE START,
MANUAL MIRRORS, AUTO-LAMP, REVERSE SAFETY BEEPER, S.I. BED LINER

F.O.B. DELIVERED TO: YPSILANTI, MI \$60,342.00
MSRP = (64,274.00)

Above quoted unit is on order for an out of stock sale (OSS).
This unit is currently available on a "first come – first serve basis".
Current lead time to order is estimated at 30 + weeks or more.

RECOMMENDED OPTIONS:

EXTENDED RANGE BATTERY (Includes; Wall Box & Bi-Directional Power)	12,500.00
TOW-TECH PKG.	2,295.00
SSV PKG.	145.00
MUNICIPAL SAFETY LIGHT PKG.	2,495.00
SPRAY-IN BEDLINER	695.00
RUNNING BOARDS	1,295.00

Please review, **SELECT COLOR/OPTIONS**, sign and fax/e-mail back or fax/e-mail Purchase Order to Jim Agney.

Customer Signature: _____

Thank you,

Jim Agney

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and City of Ypsilanti. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Annie Somerville, Brian Jones-Chance
DATE: August 23, 2022
SUBJECT: Budget Amendment for Bicentennial

DESCRIPTION:

Budget Amendment for Bicentennial

SUMMARY:

The Bicentennial Committee is planning a series of fundraisers over the next several months including a "homecoming dance" planned at the Ypsilanti Freighthouse on September 23rd and a New Years Eve Ball Drop at the Water Tower. The budget amendment is provided to begin receiving money for the fundraising efforts and spending money on decorations, vendors, or other expenses related to these events.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Budget Amendment

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-205
August 23, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti has created a Bicentennial Committee for the purposes of planning the 2023 Bicentennial celebrations; and

WHEREAS, the Bicentennial Committee has identified several fundraising events that require a budget amendment to receive funds and expend funds; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the budget amendment as provided to support the Bicentennial Committee efforts.

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
23 day of August 2022

#Resolution No. 2022-205

CITY OF YPSILANTI, MICHIGAN

BUDGET ADJUSTMENT WORKSHEET

FISCAL YEAR: 2022/2023

FUND: 101

DEPT: Facilities

REQUESTED BY: Annie Sommerville

DATE: 8/23/2022

AMENDMENT #

ACCT #	ACCT NAME	ADOPTED	AMENDED	REVENUE CHANGE	EXPENDITURE CHANGE	NEW AMENDED BUDGET	REASON
101-4-New account to be d	COMMUNITY PROMOTION	0	5,000	5,000		5,000	
101-7-new account to be d	CONTRACTUAL SERVICES	0	5,000		5,000	5,000	The Bicentennial Committee is fundraising with an event at the Freighthouse. Ticket sales are to be allocated to a dedicated revenue line item and a budget not to exceed \$5,000 is provided for expenses related to the event.
						0	
						0	
						0	
						0	
						0	
						0	
						0	
NET CHANGE IN BUDGET:				5,000	5,000	0	

Approved by the Department head: _____ Date: _____

Approved by City Manager: _____ Date: _____

Approved by City Council (if required): _____ Date: _____

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	Mike Auerbach
Email Address	
Address	503 Charles Street
City	Ypsilanti
State	MI
Zip Code	48198
Phone Number	
Number of Years in the Community	9
Ward You Live In	3
Education	Master of Urban Planning & Master of Public Policy, University of Michigan 2017
Occupation	Planner
Employer	Carlisle/Wortman Associates, Inc.
Are you applying for youth membership?	No
Are you registered to vote in the City of Ypsilanti?	Yes

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

Zoning Board of Appeals

Party Affiliation

Field not completed.

Field not completed.

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

I'd like to support the functioning of the City government, and I think my educational and professional background will allow me to contribute as a member of the ZBA. I understand the specific role and responsibilities of ZBAs, and I believe I will be able to carry out those responsibilities in an objective manner.

Work/volunteer experience related to the board or commission:

I am a graduate of the Master of Public Policy and Master of Urban Planning programs at the University of Michigan, and have a professional background of working with Southeast Michigan nonprofits and local governments. I've worked as a community planner in the public and private sector for about 4 years, and have served as a staff liaison to ZBAs in several communities. I also served as a member of the City of Ypsilanti Housing Affordability & Accessibility Committee.

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 Department

Memo

To: Frances McMullan, City Manager

From: Joe Meyers, Director of Administrative Services and Economic Development

Date: August 17, 2022

Subject: Social Equity Marijuana Facilities Update

Background:

In January 2021, the city held an open round of applications for new recreational marijuana facilities. During that round, 7 facilities applied for permits, and three were awarded. Three of the four facilities that did not receive permits appealed to City Council and all appeals were granted permits. Over the past month, staff conducted an audit of the permitted facilities and found the following results:

The key that will be used is as follows:

Met – Green

Working on meeting criteria – Yellow

Not Met – Red

Not working on meeting criteria - Purple

Staff needs to verify – Orange

Did not commit to criteria - Black

AMA Operations (183) 212 N. Lincoln Street

- Approved Site Plan – No Site Plan as of August 16, 2022
- Approved Building Plans – No Building Permits pulled as of August 16, 2022
- Certificate of Occupancy – No Certificate of Occupancy as of August 16, 2022
- Commitments in Rubric - Construction has not begun so unable to verify commitments
 - Timeline to open – 1 month
 - Commits to hiring City of Ypsilanti/Washtenaw County Contactors
 - Landscaping requirements (25% more than the zoning ordinance)
 - Parking lot is located behind the building
 - Façade fronting the street contains at least 35% of windows
 - Façade will consist of at least 75% Windows
 - Entire building is inspected by energy star certified person
 - Site should have the ability to hold at least 20% more than the minimum requirements
 - Rooftop gardens should contain at least 50% of the total roof area

- Bicycle rack should be able to accommodate at least 4 bicycles
- More than 50% or 75% of the electricity for the business comes from solar power

Guy3 Ventures (179) 2 W. Forest

- Approved Site Plan – Site plan approved on December 15, 2021
- Approved Building Plans - Building permits approved pending payment of building permit fees.
- Certificate of Occupancy – N/A
- Commitments in Rubric
 - Timeline to open – Six Months after approvals
 - Commits to hiring City of Ypsilanti/Washtenaw County Contactors – Shelby Township
 - Landscaping requirements (25% more than the zoning ordinance) proposed in building plans
 - Parking lot is located behind the building – not committed to
 - Façade fronting the street contains at least 35% of windows – proposed in building plans
 - Façade will consist of at least 75% Windows – proposed in building plans
 - Entire building is inspected by energy star certified person – Proposed in the rubric
 - Site should have the ability to hold at least 20% more than the minimum requirements – Proposed in the site plan
 - Rooftop gardens should contain at least 50% of the total roof area – Proposed in the site plan
 - Bicycle rack should be able to accommodate at least 4 bicycles – proposed in the site plan.
 - More than 50% or 75% of the electricity for the business comes from solar power – Committed to 75% solar power.

Luna Bloom (153) 121 E. Michigan

- Approved Site Plan – Site plan approved on August 18, 2021
- Approved Building Plans – Building plans approved on April 4, 2022
- Certificate of Occupancy – N/A
- Commitments in Rubric
 - Timeline to open – 1 month
 - Commits to hiring City of Ypsilanti/Washtenaw County Contactors – Ann Arbor
 - Landscaping requirements (25% more than the zoning ordinance) – Shown in Site Plan
 - Parking lot is located behind the building – Not committed in plan
 - Façade fronting the street contains at least 35% of windows – Committed in Site Plan
 - Façade will consist of at least 75% Windows – Committed in Site Plan

- Entire building is inspected by energy star certified person – Committed to in the rubric
- Site should have the ability to hold at least 20% more than the minimum requirements – Not Committed in the rubric
- Rooftop gardens should contain at least 50% of the total roof area – Not committed in the rubric
- Bicycle rack should be able to accommodate at least 4 bicycles – Committed in the site plan.
- More than 50% or 75% of the electricity for the business comes from solar power – Committed to 50% in the rubric.

Tama Ventures (175) 915 W. Michigan

- Approved Site Plan – Site plan approved on 9-20-2021
- Approved Building Plans – Building Plans approved on 12-10-2021
- Certificate of Occupancy – N/A
- Commitments in Rubric
 - Timeline to open – 1 month
 - Commits to hiring City of Ypsilanti/Washtenaw County Contactors - Dearborn
 - Landscaping requirements (25% more than the zoning ordinance) – Not committed to in the rubric.
 - Parking lot is located behind the building – Not committed to in the rubric.
 - Façade fronting the street contains at least 35% of windows – Committed to in building plans.
 - Façade will consist of at least 75% Windows - Committed to in building plans.
 - Entire building is inspected by energy star certified person - Committed to the rubric.
 - Site should have the ability to hold at least 20% more than the minimum requirements – Not committed to in the rubric.
 - Rooftop gardens should contain at least 50% of the total roof area - Committed to the rubric.
 - Bicycle rack should be able to accommodate at least 4 bicycles – Committed to the site plan.
 - More than 50% or 75% of the electricity for the business comes from solar power – Committed to 75% in the rubric.

The Wellflower (158) 1820 Washtenaw Avenue

- Approved Site Plan – Site plan approved on 2-14-2021
- Approved Building Plans – Approved on 10-19-2021
- Certificate of Occupancy – Certificate of occupancy approved 2-09-2022
- Commitments in Rubric
 - Timeline to open – 1 month
 - Commits to hiring City of Ypsilanti/Washtenaw County Contactors - Southfield
 - Landscaping requirements (25% more than the zoning ordinance) Completed by Site Plan.

- Parking lot is located behind the building – Did not commit to in rubric.
- Façade fronting the street contains at least 35% of windows – Completed
- Façade will consist of at least 75% Windows – Did not commit to in the rubric.
- Entire building is inspected by energy star certified person – Committed to in rubric.
- Site should have the ability to hold at least 20% more than the minimum requirements – completed.
- Rooftop gardens should contain at least 50% of the total roof area – Did not commit in the rubric.
- Bicycle rack should be able to accommodate at least 4 bicycles – completed.
- More than 50% or 75% of the electricity for the business comes from solar power – did not commit to in rubric.

Ypsi Wurst (186) 705 W. Cross

- Approved Site Plan – Not applicable based on Center zoning district and no footprint change.
- Approved Building Plans – Roof permit pulled on 3/17/2021 and expired on 2-23-2022 due to no sealed plans.
- Certificate of Occupancy - N/A
- Commitments in Rubric
 - Timeline to open – 1 month
 - Commits to hiring City of Ypsilanti/Washtenaw County Contactors - Committed to in the rubric.
 - Landscaping requirements (25% more than the zoning ordinance) - Committed to in the rubric.
 - Parking lot is located behind the building - Present
 - Façade fronting the street contains at least 35% of windows - Committed to in the rubric.
 - Façade will consist of at least 75% Windows - Committed to in the rubric.
 - Entire building is inspected by energy star certified person- Committed to in the rubric.
 - Site should have the ability to hold at least 20% more than the minimum requirements - Committed to in the rubric.
 - Rooftop gardens should contain at least 50% of the total roof area - Committed to in the rubric.
 - Bicycle rack should be able to accommodate at least 4 bicycles - Committed to in the rubric.
 - More than 50% or 75% of the electricity for the business comes from solar power - Committed to in the rubric.

Currently, we have one facility open, one very close to opening, one struggling with the building permit requirements, one beginning the construction process, and two that have not begun any construction. No facility has been checked as to their volunteerism plan requirements as no facility was open in 2021. A section will be made in the 2023 permit application to explain how they have lived up to their requirements.

Staff will continue to compile info and check in with the facilities to ensure they are meeting the commitments of their volunteerism plans and non-building requirements. Staff will be recommending not renewing any permit that has no clear timeline to finish construction by the end of calendar year 2022.

July 18, 2022

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held in Muskegon, October 19-21, 2022. The League's "Annual Meeting" is scheduled for 4:30 pm on Wednesday, October 19 in Section D meeting room at the VanDyk Mortgage Convention Center. The meeting will be held for the following purposes:

1. Policy. A) To vote on the Core Legislative Principles document.

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <http://www.mml.org/delegate>. If you would like to receive a copy of the proposed principles by fax or email, please call Monica Druks at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #1 on page 2.)

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by September 18, 2022.

2. Other Business. To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <http://www.mml.org/delegate> no later than September 18, 2022.



Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

“Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative.”

1. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus, the deadline this year for the League to receive resolutions is September 18, 2022. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.

Further, “Every proposed resolution submitted by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or modification thereof.”

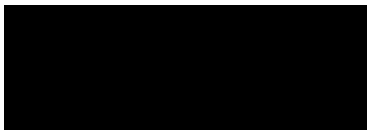


2. Posting of Proposed Resolutions and Core Legislative Principles

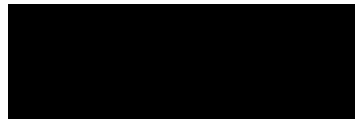
The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Wednesday, October 19 at 4:30 pm in the Delta Hotel for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,



Barbara Ziarko
President
City Council, Sterling Heights



Daniel P. Gilmartin Executive
Director & CEO





Resolution No. 2022-206
August 23, 2022

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
23 day of August 2022

#Resolution No. 2022-206