



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, October 1, 2024 @ 7:00 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197
[Launch Meeting - Zoom](#)**

I. CALL TO ORDER

II. ROLL CALL

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

V. PUBLIC COMMENT (3 MINUTES)

VI. PRESENTATIONS

- A. The Washtenaw Intermediate School District (WISD) Bridge Team, directed by Ms. Darnesha Green; Leticia Horry, presenter.

VII. ORDINANCES FIRST READING

VIII. CONSENT AGENDA

- A. Resolution No. 2024-213 Approving all items on the Consent Agenda.
- B. Resolution No. 2024-214 Approving the minutes of the Council Meeting of September 17, 2024.
- C. Resolution No. 2024-215 adopting Ordinance No. 1438, entitled "Budget Amendment for Budget Appropriations for 2024-25 Fiscal Year" upon Second and Final Reading.
- D. Resolution No. 2024-216 Adopting Ordinance No. 1439 entitled "Adaptive Reuse Planned Unit Development (PUD): Highscope Childcare and Community Learning Resource Center" upon Second and Final Reading.
- E. Resolution No. 2024-217 Adopting Ordinance No. 1440 entitled "Electronic Message Board Signs" upon Second and Final Reading.
- F. Resolution No. 2024-218 Appointing Colleen Kennedy to the Downtown Development Authority and Alexander Munro to the Ypsilanti Police Advisory Commission.

IX. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. Resolution No. 2024-219 Approving a new 2024 Intergovernmental Agreement between the City and the DDA, which will replace the 2016 Agreement.
- B. Resolution No. 2024-220 Authorizing Fire Chief Hobbs to sign and administer a Grant from the Department of Labor and Economic Opportunity for Turnout Gear.
- C. Resolution No. 2024-221 Approving the State Trunkline Maintenance Contract between the City and the Michigan Department of Transportation with a term beginning on October 1, 2024 and expiring September 30, 2029.
- D. Resolution No. 2024-222 Awarding the 2024-2026 Pavement Preventative Maintenance contract to Asphalt Restoration, Inc. for the total bid amount of \$286,650 over three years.
- E. Resolution No. 2024-223 Awarding a contract for Prospect Road Restripping and Temporary Concrete Barrier Wall Installation, based on bids received by September 29, 2024 at 8 p.m.
- F. Resolution No. 2024-224 Approving an 18-month extension of the janitorial contract with RNA Facilities Management of Ann Arbor with a 3% increase in cost.
- G. Resolution No. 2024-225 Approving a service agreement with Stevens Disposal, current City contractor, to provide roll-off dumpster service to the Department of Public Works.
- H. Resolution No. 2024-226 Supporting the Ypsilanti Community Utilities Authority (YCUA) and their West Warner Water Main Loop project, and if funding assistance is awarded, that the City will coordinate construction with YCUA and negotiate an easement through Recreation Park in good faith.
- I. Resolution No. 2024-227 Approving the request of the SafeHouse Center to tie purple ribbons throughout the city October 1st - October 31st, 2024 during Domestic Violence Awareness Month.
- J. Resolution No. 2024-228 requesting that the Michigan Attorney General issue an opinion on whether the Police Budget ballot initiative may appear on a ballot, and also requesting that the Washtenaw County Clerk reject the ballot initiative and prohibit it from appearing on any ballot based on lack of clarity and/or lack of chronological coherence.
- K. Resolution No. 2024-229 directing the City Manager to use all appropriate resources to ensure a safe downtown for all residents, visitors and business owners.

X. BOARD AND COMMISSION - LIAISON REPORTS

- A. Police Advisory Commission
- B. Human Relations Commission
- C. Parks and Arts Commission

- D. Sustainability Commission
- E. Historic District Commission
- F. Planning Commission
- G. Zoning Board of Appeals

XI. LIAISON REPORTS

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Urban County
- D. Ypsilanti Downtown Development Authority
- E. Friends of Rutherford Pool

XII. COUNCIL PROPOSED BUSINESS

XIII. COMMUNICATIONS FROM THE MAYOR

XIV. COMMUNICATIONS FROM THE CITY MANAGER

XV. COMMUNICATIONS

XVI. PUBLIC COMMENT (3 MINUTES)

XVII. REMARKS FROM THE MAYOR

XVIII. ADJOURNMENT

- A. Resolution No. 2024-230, adjourning the City Council Meeting.
- B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.

WISD Bridge Clinical Team's initiative is to enhance mental health services for general education students within our local districts, particularly within school settings. With a surge in mental health challenges among children and adolescents, our Bridge Clinical Team stands ready to support this critical need.

Bridge Program

Schools offer a unique platform for mental health support. They provide continuity of care, identification, and referral services. Moreover, schools can combat stigma, fostering open dialogue and resilience among students.

Mental health profoundly influences academic success. Conditions like depression and anxiety correlate with lower grades and higher dropout rates. Our interventions can mitigate these impacts, fostering an environment conducive to learning and growth.

How we help

Clinical Social Workers

Offer counseling, coordination, and intervention strategies to support students' mental health within school settings.

Mental Health Practitioners/ Behavioral Health Providers

Provide direct district support, consultation, and home-school collaboration utilizing wraparound techniques to address mental health challenges among students.

Crisis Mental Health Coordinators

Facilitate crisis transitions and Wraparound techniques to ensure timely and effective mental health support for students in need.



Visit Our Website

<https://www.washtenawisd.org>

To refer a student in need scan QR code:





REQUEST FOR LEGISLATION
October 1, 2024

For: Mayor and City Council

From: Tracey Boudreau, City Clerk

Subject: Resolution No. 2024-213 Approving all items on the Consent Agenda.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. 2024 Consent

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: October 1, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items on the consent agenda be approved:

1. Resolution No. 2024-214 approving the minutes of the Council Meeting of September 17, 2024.
2. Resolution No. 2024-215 adopting Ordinance No. 1438, entitled "Budget Amendment for Budget Appropriations for 2024-25 Fiscal Year" upon Second and Final Reading.
3. Resolution No. 2024-216 Adopting Ordinance No. 1439 entitled "Adaptive Reuse Planned Unit Development (PUD): Highscope Childcare and Community Learning Resource Center" upon Second and Final Reading.
4. Resolution No. 2024-217 Adopting Ordinance No. 1440 entitled "Electronic Message Board Signs" upon Second and Final Reading.
5. Resolution No. 2024-218 Appointing Colleen Kennedy to the Downtown Development Authority and Alexander Munro to the Ypsilanti Police Advisory Commission.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
October 1, 2024

For: Mayor and City Council

From: Tracey Boudreau, City Clerk

Subject: Resolution No. 2024-214 Approving the minutes of the Council Meeting of September 17, 2024.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. September 17, 2024 Council Meeting Minutes

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: October 1, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



**MINUTES
REGULAR COUNCIL MEETING
7:00 PM - Tuesday, September 17, 2024
Council Chambers
One South Huron, Ypsilanti, MI 48197**

I. CALL TO ORDER

Mayor Brown called the meeting to order at 7:02 p.m.

II. ROLL CALL

PRESENT at roll call were Mayor Brown, Mayor Pro-Tem Wilcoxon, Council Member King, Council Member Tooson, Council Member McLean, Council Member Simmons (arrived 7:08 p.m.), and Council Member Sweet. ABSENT: None

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 Wilcoxon requested to remove all items from the Consent Agenda.

Mayor Pro Tem Wilcoxon offered, supported by Council Member King, to add the first reading of Ordinance No. 1438.

Council Member Sweet moved to Approve the AGENDA as amended. Council Member Tooson seconded the motion.

Yes:	(6)	Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxon, Nicole Brown, Patrick McLean
No:	0	None
Absent:	(1)	Desirae Simmons

V. PUBLIC COMMENT (3 MINUTES)

1 Member of the public spoke.

VI. PRESENTATIONS

VII. ORDINANCES FIRST READING

Council Member Simmons moved to Approve Ordinance No. 1438 - An Ordinance entitled "An ordinance to amend Budget appropriations for the Fiscal Year 2024-25". Mayor Pro-Tem Wilcoxon seconded the motion.

Public Hearing Resolution No. 2024-214, close the public hearing.

Resolution No. 2024-213, determination.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: (0) None

Absent: (0)

- A. Ordinance No. 1438 - An Ordinance Entitled "Adaptive Reuse Planned Unit Development (PUD): Highscope Childcare and Community Learning Resource Center".
Public Hearing Resolution No. 2024-202, close the public hearing.
Resolution No. 2024-201, determination.**

NOTE: To accommodate walk-on Ordinance, this Ordinance is now No. 1439

Council Member McLean moved to Approve Ordinance No. 1439 - An Ordinance Entitled "Adaptive Reuse Planned Unit Development (PUD): Highscope Childcare and Community Learning Resource Center". Council

Member Tooson seconded the motion.
Public Hearing Resolution No. 2024-202, close the public hearing.
Resolution No. 2024-201, determination.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 0 None
Absent: (0)

B. Ordinance No. 1439 - An Ordinance entitled "*Electronic Message Board Signs*".
Public Hearing Resolution No. 2024-204, close the public hearing.
Resolution No. 2024-203, determination.

NOTE: To accommodate walk-on Ordinance, this Ordinance is now No. 1440.

Council Member Tooson moved to Approve Ordinance No. 1440 - An Ordinance entitled "*Electronic Message Board Signs*". Council Member King seconded the motion.
Public Hearing Resolution No. 2024-204, close the public hearing.
Resolution No. 2024-203, determination.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 0 None
Absent: (0)

VIII. CONSENT AGENDA

A. Resolution No. 2024-205 Approving all items on the Consent Agenda.

All items were removed from the Consent Agenda.

B. Resolution No. 2024-206 Approving the minutes of the meeting of September 3, 2024.

Council Member Sweet moved to Approve Resolution No. 2024-206 Approving the minutes of the meeting of September 3, 2024. as amended. Council Member Tooson seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 0 None
Absent: (0)

C. Resolution No. 2024-207 Authorizing the transfer of \$1.2 million from the general fund into the budget stabilization (rainy day) fund.

Council Member McLean moved to approve Resolution No. 2024-207 authorizing the transfer of \$1.2 million from the general fund into the budget stabilization (rainy day) fund. Council Member Sweet seconded the motion.

Council Member Simmons moved to postpone Resolution No. 2024-207 Authorizing the transfer of \$1.2 million from the general fund into the budget stabilization (rainy day) fund until the November 12th Council meeting. Council Member King seconded the motion. The motion failed upon a roll call vote as follows:

Yes: (3) Michelle King, Desirae Simmons, Steve Wilcoxon
No: 4 Evan Sweet, Roland Tooson, Nicole Brown, Patrick McLean
Absent: (0)

Council Member McLean moved to postpone Resolution No. 2024-207 Authorizing the transfer of \$1.2 million from the general fund into the budget stabilization (rainy day) fund until the October 15th Council meeting. Council Member Tooson seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 1 Desirae Simmons
Absent: (0)

D. Resolution No. 2024-208 Appointing Tom Koch as Employee Delegate and Delonzo Weaver as Alternate to the Municipal Employees' Retirement System annual meeting held October 10-11, 2024.

Council Member Sweet moved to Approve Resolution No. 2024-208 Appointing Tom Koch as Employee Delegate and Delonzo Weaver as Alternate to the Municipal Employees' Retirement System annual meeting held October 10-11, 2024. Mayor Pro-Tem Wilcoxen seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

E. Resolution No. 2024-209 Appointing Tracey Boudreau as Officer Delegate and Bonnie Wessler, Director of the Department of Public Services, as Alternate to the Municipal Employees' Retirement System annual meeting held October 10-11, 2024.

Council Member Sweet moved to Approve Resolution No. 2024-209 Appointing Tracey Boudreau as Officer Delegate and Bonnie Wessler, Director of the Department of Public Services, as Alternate to the Municipal Employees' Retirement System annual meeting held October 10-11, 2024. Mayor Pro-Tem Wilcoxen seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

IX. RESOLUTIONS/MOTIONS/DISCUSSIONS

A. Resolution No. 2024-210 Extending the contract with Governmental Consulting Services, Inc (GSCI) for one year, from October 1, 2024 to September 30, 2025 on the terms set forth in the attached contract, for consideration of \$3,000 per month retainer.

Mayor Pro-Tem Wilcoxen moved to Approve Resolution No. 2024-210 Extending the contract with Governmental Consulting Services, Inc (GSCI) for one year, from October 1, 2024 to September 30, 2025 on the terms set forth in the attached contract, for consideration of \$3,000 per month retainer. Council Member King seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

B. Request from the Sustainability Commission to allocate funds in the amount of \$3,000 for the Earth Day event (EDY5).

A motion was made by Council Member Simmons, supported by Mayor Pro Tem Wilcoxen, to allocate \$3,000 to the Sustainability Commission for an Early Day event (EDY5).

Mayor Pro-Tem Wilcoxen moved to Postpone the Request from the Sustainability Commission to allocate funds in the amount of \$3,000 for the Earth Day event (EDY5). until the November 12th meeting. Council Member Tooson seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

C. Resolution No. 2024-211 Authorizing the City Clerk to hire Molly Boudreau, daughter of the City Clerk, as a contract employee for Elections.

Council Member King moved to Approve Resolution No. 2024-211 Authorizing the City Clerk to hire Molly Boudreau, daughter of the City Clerk, as a contract employee for Elections. Council Member Tooson seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

X. BOARD AND COMMISSION - LIAISON REPORTS

A. Police Advisory Commission

Council Member Tooson reported that the next meeting is Thursday, September 26th at 7pm here in Council Chambers.

B. Human Relations Commission

Council Member King noted that after the last meeting, she found out that a Council appointee decided not to be on the Commission due to work-related issues. That leaves a vacancy.

Council Member King moved to Appoint Ravyn Kalfayan to the Human Relations Commission. Council Member Simmons seconded the motion. The motion failed upon a roll call vote as follows:

<u>Yes:</u>	<u>(3)</u>	<u>Michelle King, Desirae Simmons, Steve Wilcoxen</u>
<u>No:</u>	<u>4</u>	<u>Evan Sweet, Roland Tooson, Nicole Brown, Patrick McLean</u>
<u>Absent:</u>	<u>(0)</u>	

Council Member King continued her report by saying there is one spot open on the HRC; please apply! The next meeting is this Thursday.

C. Parks and Arts Commission

Council Member Sweet reported that they had a productive meeting yesterday evening with the two newly appointed members. Talked about the Master Plan and the Youth Poet Laureate Program. Fall River Day will be Sunday, September 29th from 12pm to 3pm at Frog Island with free kayak trips.

D. Sustainability Commission

Council Member Simmons reported that they co-hosted an event last night on Resilience Hub Network. Discussion included 24 hour shelter, how helping the homeless helps reduce crime rates, and housing and other services.

E. Historic District Commission

Council Member McLean reported that there was a fairly short meeting on September 10th primarily about signs for 10 Washington, Cold Comfort, which will be taking the place of Go Ice.

F. Planning Commission

No Meeting.

G. Zoning Board of Appeals

No report.

XI. LIAISON REPORTS

A. SEMCOG Update

Mayor Pro Tem Wilcoxen reported that there will be a webinar on October 7th regarding cyber security and the General Assembly Meeting will be October 24th.

B. Washtenaw Area Transportation Study

No report.

C. Urban County

No report.

D. Ypsilanti Downtown Development Authority

They meet this Thursday.

E. Friends of Rutherford Pool

Mayor Pro Tem Wilcoxen reported that he was able to attend the meeting, due to the MML Conference. Everything went well at the pool this year; it was resurfaced.

XII. COUNCIL PROPOSED BUSINESS

Council Member King -

- At a Neighborhood Association meeting, questions were brought up about the speed bumps on Monroe Street. Past Council Members believe it was voted on by the Council. City Manager Hellenga will research this and update the Council.

Council Member Simmons -

- A few of us were at the MML Conference and I will be sharing some of what I learned with the community - think composting and waste reduction!
- Requesting a Troy Street update
- Noted issues at Washtenaw and Hamilton

Mayor Pro Tem Wilcoxon -

- It was great to go to the MML Conference, travel with fellow Council Members, and see colleagues from around the state.
- The MML, through a State Economic Development Grant, has created a portal that pulls together all the grants available in one place.
- Local concerns about yards.

Council Member Sweet -

- The City and County are having a meeting on September 18th, 6p.m. at the Senior Center to discuss native plantings and rain gardens, specifically at Candy Cane and Recreation Parks.
- Washtenaw and Hamilton issues are plaguing our residents.

Council Member McLean -

- Met with two new police officers today and was impressed with their commitment to the community.

Council Member Tooson -

- Yesterday, I had the chance to attend the swearing in of our two new YPD officers - Officer Celeskey and Officer Plymale. It was great to be able to dig deeper into who they are and why they came here to Ypsi. A big shout-out to Chief Moore as he is a big part of why these officers came to Ypsi.
- There is a basketball game every Monday, 5:30p.m. - 7:30p.m. at the Parkridge Community Center for all high school and middle school kids. Basketball is the draw, but there is also free tutoring for kids who need help with homework, or just an outlet to vent. It's a great program!

XIII. COMMUNICATIONS FROM THE MAYOR

- MML was a great experience. It was nice to spend time with colleagues and I saw a lot of new faces this time. It's great to see more people across the state getting involved.
- Several sessions were very informative, but in light of what happened at YIES, the Active Shooter Training and Emergency Management sessions make you stop and think hard about what could have happened. We and surrounding communities must be mindful and listen to the experiences of other municipalities.

XIV. COMMUNICATIONS FROM THE CITY MANAGER

- There will be an RFP coming for trash & they're looking for buy in from the members, as there were issues last time this was broached.
- The Ride will be doing soil boring testing at the Transit Center.
- Prospect Bridge needs emergency repairs and is planned for October 1st, before salting begins.
- Also attended MML, and an AI workshop - hoping that this may help mitigate staffing shortages.

XV. COMMUNICATIONS

XVI. PUBLIC COMMENT (3 MINUTES)

2 Members of the public spoke.

XVII. REMARKS FROM THE MAYOR

XVIII. ADJOURNMENT

A. Resolution No. 2024-212, adjourning the City Council Meeting.

Mayor Brown adjourned the meeting at 10:09 p.m.

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



REQUEST FOR LEGISLATION
October 1, 2024

For: Mayor and City Council

From: Joe Meyers, Community Services Director

Subject: Resolution No. 2024-215 adopting Ordinance No. 1438, entitled "Budget Amendment for Budget Appropriations for 2024-25 Fiscal Year" upon Second and Final Reading.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval upon Second and Final Reading

ATTACHMENTS:

1. Resolution No. 2024-215 - 2nd Reading Budget Amendment
2. Abridged Budget Amendment RFL - Ord 2nd Reading

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: October 1, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution to approve Ordinance No 1438

Whereas, The City of Ypsilanti has applied for several new grants and those grants have been awarded to the city; and

Whereas, the City of Ypsilanti needs to amend the 2024-25 fiscal year budget appropriation; therefor be it

RESOLVED that Ordinance No. 1438, entitled "Budget Amendment for Budget Appropriations for 2024-25 Fiscal Year" be approved on Second and Final Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



September 17, 2024

For: Mayor and City Council

From: Katie Jones, Community, Economic Development, & Equity Manager

Subject: Budget Amendment for Budget Appropriations for 2024-25 Fiscal Year

SUMMARY & BACKGROUND:

Since the beginning of 2024 the Community Services Department has received several new grants. Many of those grants are not in the 2024-25 fiscal year budget. This budget amendment will fix that. The monies in the amendment are to account for grants that have been brought in. The revenue and expenditure change are equal and reflect money brought in for the projects listed; Dorsey Estate EGLE Grant, SHPO Grant, several Peninsular Dam removal grants including USFWS grants in 2023 and 2024, and 2023 & 2024 EGLE Grants.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Budget Amendment

CITY MANAGER APPROVAL: _____ **COUNCIL AGENDA DATE:** _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



REQUEST FOR LEGISLATION
October 1, 2024

For: Mayor and City Council

From: Joshua Burns, City Planner

Subject: Resolution No. 2024-216 Adopting Ordinance No. 1439 entitled "Adaptive Reuse Planned Unit Development (PUD): Highscope Childcare and Community Learning Resource Center" upon Second and Final Reading.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval upon Second and Final Reading

ATTACHMENTS:

1. Resolution No. 2024-216 - 2nd Reading PUD
2. Abridged Council-RFL_for 2nd Reading-202, 206, 218 E. Forest
3. HighScope_PUD_Cover Letter_24080_Signed
4. 24.08.09 DZ Project Narrative
5. PUD Site Plan Approval Sheet Set - 240814
6. 24.08.13 DZ PUD Departure List
7. Highscope PUD#2 Staff Review
8. 21 August 2024 - Draft Minutes

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: October 1, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024 - 216
October 1, 2024

Resolution to approve Ordinance No 1439

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT Ordinance No. 1439, entitled "Adaptive Reuse Planned Unit Development (PUD): Highscope Childcare and Community Learning Resource Center" be approved on Second and Final Reading, with conditions as recommended in the request for legislation memo.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



September 17, 2024

To: Mayor and City Council

From: Joshua Burns, City Planner

Date: September 10, 2024

Subject: Adaptive Reuse Planned Unit Development (PUD): Highscope Childcare and Community Learning Resource Center at 202, 206, and 218 E. Forest

SUMMARY & BACKGROUND

202, 206, and 218 E. Forest are located at the northeast intersection of E. Forest Ave and Maple Court in Ypsilanti. The site includes parcels 11-11-04-483-003 (0.36 acres), 11-11-04-483-002 (0.36 acres), and 11-11-04-483-001 (1.691 acres). The site presently includes 2 former single-family structures currently being utilized as childcare centers and a former church, presently vacant. 202 and 206 E. Forest each include a shed. The site presently includes a parking lot with 50 vehicle spaces and one residential driveway that is utilized as an ADA space. There are two curb cuts providing access to the site off E. Forest Ave. There is additional access to 218 E. Forest off Maple Court. Pedestrian access to each of the sites is located on E. Forest Ave.

The applicant displays a phasing plan that includes three main stages. In Phase I, the proposed plans are to maintain each of the existing buildings and uses in 202 and 206 E. Forest and activate the vacant church at 218 E. Forest as a community learning research center and childcare center. The proposed renovations for the church will include classrooms, multipurpose rooms, offices, and a kitchen, encompassing 25,222 sq ft. The plans also display a cohesive restriping of the parking lot and eliminate some of the impervious surfacing on the site. Phase II includes the demolition of the south wing of the building, which will create space for a community vegetable garden. Phase III will include the addition of a 2,318 sq ft entry on the NW side of the building, along with upgrades to the parking lot and improvements to landscaping and stormwater management. The applicant is currently seeking approval for phase I and intends to come back in the future for phases II and III.

It is important to note that a church is considered a private assembly use under the zoning ordinance, and the proposal to reuse the former church as a community learning center is ultimately another form of private assembly.

Pedestrian access will continue to be provided along E. Forest. A concrete ramp is proposed in phase I to enhance ADA accessibility.

Vehicle access will be provided in a two-way direction, using the existing curb cut on E. Forest. Vehicular access to the site is also provided through a closed alley, connecting to Maple Court.

The applicant vows to add solar panels to the vacant church, decreasing the carbon footprint of the community learning center.

This development, located in the Core Neighborhood Single-Family zoning district, is proposed as an adaptive reuse planned unit development (PUD) due to the proposed use of a community learning research center not being permitted in the CN-SF zoning district. Additionally, City Council approval is needed following a recommendation by the Planning Commission.

A PUD is a development plan that offers more flexibility to the developer in designing the site. This happens through “departures,” or in other words “exceptions,” that allow creativity in site design otherwise not possible when strictly adhering to the zoning ordinance. In exchange for design flexibility, developers must provide a public benefit, including (but not limited to) amenities and infrastructure improvements, and often find it easier to accommodate environmental and scenic attributes. In this case, the applicant applied for a few departures, all approved by the Planning Commission. The departures are broadly summarized here (see the full list of departures and analysis in Figure 5 of the attached August 2024 staff report):

- Departures from the off-street loading space requirements (122-695(a) & (c))
- Departure from the minimum and maximum number of parking spaces (122-691)

The Planning Commission was provided with staff recommendation of approval with conditions at their August 2024 meeting, and the Planning Commission approved with conditions the Adaptive Reuse Planned Unit Development, 4-2.

The developer has submitted a draft PUD agreement to the City, and it is currently in review with the City Attorney. Staff recommends that the City Council consider including the review of the PUD agreement as a condition of approval.

Please see the attached Planning Commission staff review for further discussion/analysis. Please see the August 2024 Planning Commission minutes for the full list of the Planning Commission’s recommended conditions of approval. A few of the conditions have been met via the updated plan set, hence the reason why the recommendation in this memo below varies from the Planning Commission minutes. If the City Council approves the PUD with any conditions of approval, those conditions of approval will be required to be acted on and maintained.

RECOMMENDATION

RECOMMENDED ACTION: Approval with conditions

Motion to approve with conditions the adaptive reuse planned unit development for 202, 206, and 218 E. Forest Avenue, with parcel IDs as noted in Attachment A, with the following findings and conditions:

Findings:

1. The application, site plan, and land use comply with §122-311, 122-702, 122-703, and 122-706
2. The City Council approves the departures listed in Figure 5 of this report.

Conditions:

1. The applicant shall obtain Department of Public Services approval for any right-of-way work as proposed by the project.
2. The applicant shall obtain Fire Department approval of the site plans.
3. The applicant shall obtain HDC approval for any work on the exterior of the building(s) and permanent site elements.
4. Staff can approve a performance guarantee for the phasing plan.
5. Any new and existing landscaping is to be maintained in good condition by the owner.
6. The applicant shall pursue lot combination for the 3 subject parcels.
7. A PUD agreement shall be reviewed and approved by the City Council before engineering and building permit review. The PUD agreement may specify terms and details related to performance, logistical, and administrative items including but not limited to: performance guarantees, waste management, changes to the site or uses, construction staging, project completion timelines, items documented on the site plans themselves, and approval requirements for City departments.

ATTACHMENTS: Resolution, Ordinance, Planning Commission Minutes (August Draft Minutes), August Planning Commission Staff Reports, Site Plan Set (dated August 9, 2024), Applicant Narratives and Additional Items

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

City of Ypsilanti
Notice of Adopted Ordinance
Ordinance No. 1439

An Ordinance Entitled "Adaptive Reuse Planned Unit Development (PUD): Highscope Childcare and Community Learning Resource Center"

THE CITY OF YPSILANTI ORDAINS:

That the properties with the addresses of 202, 206, and 218 E. Forest, tax identification codes 11-11-04-483-003, 11-11-04-483-002, and 11-11-04-483-001, as well as the legal description attached in Attachment A;

BE REZONED TO PLANNED UNIT DEVELOPMENT

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

Tracey Boudreau, City Clerk

Attest

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

Tracey Boudreau, 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 _____, ____.

Tracey Boudreau, City Clerk

Notice Published:

First Reading:

Second Reading:

Published:

Effective Date:

Attachment A

The subject adaptive reuse planned unit development site is currently known with the address of 202, 206, and 218 E. Forest, with tax identification codes 11-11-04-483-003, 11-11-04-483-002, and 11-11-04-483-001 as described per the legal description.

LEGAL DESCRIPTION

PARCEL NO. 11-11-04-483-003, 11-11-04-483-002 &
11-11-04-483-001

LOTS 559, 560, 561, 562, & 563. JOSLIN & NORRIS , B.
FOLLET, C. EM, SKINNER ADDITION



August 9, 2024

Mr. Josh Burns, Planner
City of Ypsilanti
1 S Huron Street
Ypsilanti, MI 48197

Regarding: HighScope Community Learning and Resource Center PUD.

Dear Mr. Burns,

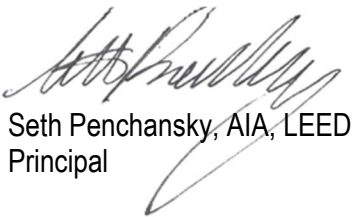
Please find attached the updated submission for the PUD prepared by Daniels and Zermack Architects on behalf of the HighScope Educational Research Foundation.

The submission includes updated Narrative, Departure List, and Drawings.

Additionally, HighScope agrees to provide some type of irrevocable conveyance (such as a performance bond) for landscaping and maintenance of common areas (such as proposed street trees and lawn areas).

Very truly yours,

Daniels and Zermack Architects



Seth Penchansky, AIA, LEED AP BD+C
Principal

HighScope Educational Research Foundation



Jennilyn A. Campos
Executive Director Of Operations



PROJECT NARRATIVE

July 19, 2024 (Updated Aug 9, 2024)

Introduction

At HighScope, we believe that every child deserves a high-quality, equitable early childhood education. This conviction for equity is the center of our early childhood research and what we practice in the classroom, for over 50 years. We care deeply about the people we serve. That's why we are dedicated to providing an early childhood education that supports every child and every community including ours in Ypsilanti, MI. But the research highlights the fact that early learning for children is not an isolated system. Although we cannot provide a holistic system in every site we serve, we want to build that system at home as a model for other sites.

Our main campus, since 1968, is in Ypsilanti and houses our demonstration preschool, our corporate offices, an infant toddler house, and soon a 3-year-olds house. Part of that main campus includes an unoccupied 25,094 sq ft. (22,622 usable area) building on a 47,470 sq ft. lot. The building and grounds need to be renovated in order to be used. We want to provide a community learning and resource center with a holistic approach to health and education for underserved families in partnership with other service providers in the area including mental health, physical health, disabilities support, family therapy and parent outreach, after-school activities, a police community outreach site, arts & culture activities, etc. For example, a parent could drop off their child at the preschool and come into the center for a workforce development course or an art class or a session to learn how to support their autistic child, etc.

The project has already been started and initial estimates place the entire project at \$8-10 million. We are proceeding with this in phases. For the phase we are proposing here, we have been granted \$1 million to renovate the kitchen and cafeteria areas, two bathrooms, install solar panels on part of the roof, and replace all the electrical wiring in the building. We feel that these areas will have the most immediate benefit for our community providing meeting space, training space, celebration spaces, etc. That can be utilized immediately. We will recruit a group of 8-10 community members to sit on an advisory committee for the project including representatives from the mental and physical health and disabilities community. They will be asked to provide feedback and advice for outreach engagements, construction/use advice, accessibility advice, and more for the center. After we get the renovated areas activated, we will ask them to help "get the word out" and assist providing an open house for the center. After the project is completed and spaces are used on a regular basis, we will move on to renovating individual training/classroom spaces as funds become available.

The building was purchased in 2016, and many ideas were projected about the use of the building. Unfortunately, once COVID invaded, all thoughts and action on that building was pushed to the backburner as immediate mitigation of financial loss from the preschool and infant toddler areas, as well as a major downturn in product and services sales became our reality. We tried to work with the city and county to provide some millage or other funding, but that was not feasible especially during the COVID years. We also looked at selling the site as is but would have lost a considerable amount. Although the holding costs were also detrimental, the board decided to keep the property until a more beneficial resolution could be found.

In 2020, we worked with a volunteer from Hewlett Packard who helped us submit a proposal to the Solar Moonshot program to install solar panels on the roof of the preschool building. We were awarded that grant and panels were installed. In 2022, we worked with Homeland Solar to develop a plan for the 216 E Forest building and applied for another Solar Moonshot grant but were unsuccessful. We are committed to green and sustainable practices and have included that in this part of the project as well.

In 2022, we were granted an University of Michigan Business Department Multidisciplinary Action Project to investigate the idea of using the 216 E Forest building to create a community learning and resource center in northeast Ypsilanti. Through that project, we were able to contact and discuss needs and feasibility with many community partners and residents and were informed that, yes, a facility would be welcomed here and that there was a need for it on the northeast side of the city. Our city leaders say that there is only one other facility of this kind in northeast Ypsilanti, and it is filled to capacity.

Committed to this vision, we realized that we needed to raise funds for such an ambitious undertaking and move forward in phases. Phase 1 saw us replace the roof, install solar panels on adjacent roof, replace the electrical panel and the boiler system, repair the existing elevator, as well as clean out the building. We are happy to say that volunteer groups, including a local church group and the police department rehabilitation activities, assisted us in the clean out. This proposal documents the second phase in the process.

The proposed PUD includes three parcels and buildings - 202, 206 and 216 E Forests.

Uses:

Early Childhood Education (E)

HighScope has partnered with Gretchen's House to reopen the HighScope Demonstration Preschool on HighScope's Ypsilanti campus at 206 E Forest and expand those offering to a second house at 202 E Forest for younger children. HighScope's Demonstration Preschool has been a fixture on the campus since 1971 and, for the first time in the Foundation's history, took a gap year for the 2020–2021 school year because of COVID. HighScope and Gretchen's House are thrilled to form a partnership to uphold high-quality early learning as a beacon for the early childhood community.

A **special use permit** was previously granted for these two parcels and is attached.

Gretchen's House @ HighScope offers high-quality preschool education that promotes active learning by:

- Demonstrating the HighScope Curriculum in action to fidelity.
- Providing ongoing professional learning and coaching for teachers in the Demonstration Preschool.
- Serving as an innovation lab for research that supports and strengthens the HighScope Curriculum and related resources, assessment tools, and professional learning.
- Providing access to a high-quality early learning option for Ypsilanti and surrounding communities.

The Great Start Readiness Program (GSRP) is designed to be an option for children the year before they enter kindergarten to help them get a "great start" to their educational journey. The program is free to families who qualify.

206 E Forest houses the 4-5 year old program for 16-24 children and 202 E Forest houses the new In full time 30 month to 48 month program for up to 16 children.

Community Learning and Resource Center (A-3)

The existing Church is to be renovated in phases to fulfill the vision of the Community Learning Resource Center. As mentioned above Phase I is complete and stabilized the building and repaired the elevator.

Phase I

- A) Renovate existing kitchen and adjacent meeting/dining space in the Lower Level of previous educational wing of the church.
- B) Renovate restrooms and two classrooms on the 1st floor of the educational wing.
- C) Reconfigure the seating in the main level of the previous sanctuary to be more flexible for community meetings and programs.
- D) Improve the landscaping on the site to screen the parking lot from the street. The parking lot is currently screened from the residences south of the parking lot with a 6' high wood fence.
- E) Replace the existing wood ramp at the south entrance to the educational wing with a concrete ramp and stairs.
- F) Replace exterior lighting with new LED fixtures to comply with the ordinance
- G) Restripe the parking lot to accommodate the new ramp and place the barrier free parking spaces at the closest locations to the two barrier free entrances to the building.

Phase II

- A) Demolish the south wing of the building which is type V construction and not suitable for occupancy.
- B) Create green space where the structure is demolished for community vegetable gardens
- C) Renovate additional classrooms and office space for various programs to support the mission and vision of community learning and resource center

Phase III

- A) Add an approximately 2,000 sf entry/lobby addition to the existing entry at the NW side of the building to provide an update to the exterior image of the building and provide additional space.
- B) Upgrade the parking lot and access to the site with additional landscaping and stormwater management.
- C) Renovate the balance of the building to complete the long term vision of community learning and resource center

Community and Economic Impact

There are three SMART goals:

- 1) Enhance resources for positive individual, family, and community growth including services for the elderly, handicapped and children and recreation opportunities by renovating an existing building within 3 years in northeast Ypsilanti.
- 2) Meet community development and wellbeing needs having a particular urgency created by the COVID-19 pandemic by renovating spaces where residents can gather therefore minimizing the effects of social isolation within 3 years.
- 3) Benefit low- and moderate-income persons in Ypsilanti by creating spaces to house educational support, workforce development, recreational needs, mental/physical health support systems, etc.

In order to meet these goals, this project has four objectives:

- 1) Renovate and furnish the kitchen and cafeteria and adjacent office space;
- 2) renovate two public bathrooms;
- 3) install solar panels on the roof and/or geothermal mechanical system to replace the failing hydronic system;
- 4) replace the electrical systems throughout the building.

This will impact the community the most as the electrical and bathrooms will impact the entire building and the kitchen/cafeteria/office space will be able to be used in multiple flexible ways as we work on the other classrooms. The solar panels will help with energy costs for the space as well as fulfilling some of our commitment to green building/sustainability. As the MAP report and letters of support show, there is a definite need for this space in northeast Ypsilanti.

How will the project make a difference in the community.

A 2017 study done by Professor Robin Dunbar of the University of Oxford's Experimental Psychology department, said social eating has an important role in the facilitation of social bonding, and that communal eating may have even evolved as a mechanism for humans to do just that. 'We know from previous studies that social networks are important in combating mental and physical illness. A significant proportion of respondents felt that having a meal together was an important way of making or reinforcing these social networks. In these increasingly fraught times, when community cohesion is ever more important, making time for and joining in communal meals is perhaps the single most important thing we can do – both for our own health and wellbeing and for that of the wider community.'

Peter Stewart, Exec Director of Eden Project who are behind a 2018 national study, said: 'Social eating clearly plays a key role in the development of community life and the happiness of individuals within that community – 75% of respondents recognized that making an effort to see someone more often was best done by sharing a meal.' Providing a flexible space where people can gather that has a kitchen (even for potlucks), in their own community, to celebrate and share a meal is important to the wellbeing of the community, especially after the isolation caused by COVID.

Programs Offered and Beneficiaries

Who will the Capital Project serve?
The surrounding neighborhood of the center and Ypsilanti's northeast side is considered an "Opportunity Area" and the residents have low-income and low housing value. These are most likely the residents who will benefit from this community center.

Households in range of community center:

	3 Mile	5 Mile	1 Mile
Population	13,127	68,436	124,871
Households	6,015	28,624	51,199
Median Income	\$42,001	\$49,391	\$61,231

We anticipate numerous programs in the center after it is finished and have already contacted potential partners for that purpose. The partners range from local food access programs to after-school study centers, to autism support, to arts and culture programming. Some of the partners contacted include:

- Michigan Works!
- Educate Youth
- SOS Community Services
- Hope America
- Community Action Network
- Growing Hope
- Ypsi Writes / Ypsi Community Library
- YTown
- Neighborhood Theatre Group
- Veronika Ventures
- St. Mark Lutheran Church
- The Ypsi
- A Better Way
- Ypsi Youth Orchestra
- My Brother's Keeper
- SummerWorks
- Riverside Arts Center / YpsiFest
- EMU Bright Futures

Sustainability

As part of the project, we will install solar panels on the newly replaced roof and/or replace portions of the mechanical system with geothermal depending on the available budget remaining after site improvements required by the city and interior renovations and Section 48 funding.

We intend to work with contractors who share our vision of including green materials and processes wherever they can be applied and to identify those who are best for our purposes, we will once again contact IFF's real estate solutions team. IFF champions nonprofits to shape more equitable and vibrant communities through many avenues including real estate consulting. We will also consult with the City of Ypsilanti. We anticipate they will be able to assist us in identifying at least 3 green builders with strong track record. We will also interview Dexter Builders whom we have had a past relationship with, Adaptive Building Solutions, a green construction company headquartered in Ann Arbor, and Walbridge, a large environmentally aware construction company headquartered in Detroit.

One area we will look at is how to reduce embodied carbon in our source materials and ensure they have been verified with environmental product declarations (EPDs) by using the EC3 Embodied Carbon in Construction Calculator (EC3). Created by the Carbon Leadership Forum, the EC3 is a free, open access application that helps architects and contractors source sustainable materials in categories like concrete, insulation, gypsum board, and carpet. § Describe environmentally friendly features incorporated into the project.

HighScope agrees with the evidence-backed observation that combining early childhood education with environmental education enhances the quality of the human experience and has beneficial impacts for spaces and species for generations (Baille, 2012). Recently, through a grant from the Kiwanis Club of Ann Arbor, we built two age-appropriate playgrounds for the Infant-Toddler School and Preschool adjacent to the building to be renovated. These playgrounds are used by the schools during business hours and accessible to the community after hours and on weekends. The design is based on the Social- Emotional and Environmental Education Development

(SEED) Framework, a program designed by a nature center, that blends early childhood education, environmental education, and social-emotional development through the integration of best practice recommendations from (a) National Association for the Education of Young Children Early Childhood Program Standards, (b) North American Association for Environmental Education (NAAEE) Early Childhood Environmental Education Programs' Guidelines for Excellence, and (c) Pyramid Model for Supporting Social-Emotional Competence in Infants and Young Children. The NAAEE Guidelines, our main resource for this project, is a publication that assists organizations in designing age-appropriate environmental spaces, curriculum materials, and educator preparation training. It also includes evaluation instruments for all areas of the program.

In addition, there will be a container garden area that will encourage residents to grow and take vegetables in response to community members need for access to locally grown food. We also hope to work with food pantry providers to organize a weekly market for residents. Finally, green spaces will eventually take up areas that are now impervious and additional trees, shrubs, and greenery will be added. A local botanist, Celia Lawson, has volunteered her advice and contacts for this work.

All areas of the building construction materials will be rated for energy efficiency including things such as high-rated insulation, composite building materials, recycled materials, energy-efficient appliances and fixtures, etc. This is a commitment that HighScope makes to the community as a whole. Adding the solar panels to the flat roof and/or geothermal HVAC system will also add energy efficiency to the building and the campus.

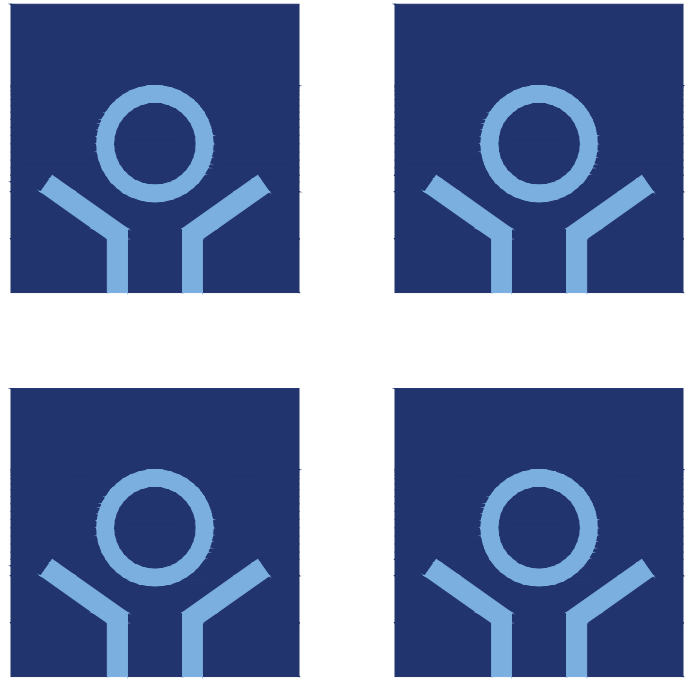
Weather-resistant outdoor materials and composite materials using plastics and recycled materials reduce maintenance and offer long-term sustainability features for the building. We will work with the general contractor to identify low-maintenance options for all fixtures and furnishings as well as flooring/paint, etc. Using predictive analytics, through ZOHO analytics, we can see what immediate but smaller expenditures will likely prevent the greater cost of more major repairs that results from deferred maintenance and map which items to complete first. §

Assisting the community with accessing energy efficient resources.

We will work with Community and Economic Development of Washtenaw County Michigan's Home Weatherization Program to provide free energy audit training and free weatherization services to qualified Washtenaw County residents. The program is implemented through Washtenaw County in partnership with the U.S. Department of Energy (DOE) and is designed to help residents lower their utility bills. They also provide eligible repairs on homes for free. Homeowners and renters that meet the eligibility requirements are welcome to apply. By having free energy audit workshops, residents can come together to find out if they are eligible before applying online. We will also provide a way for them to apply while at the workshop and they can talk to a program representative in-person.

Sustainability - Volunteer Support

The Restoration Church group has worked on getting part of the building renovated and cleaned out and is currently using the sanctuary for their services. We have also had assistance from the Police Department's public works program and other volunteers. We estimate that approximately 200 volunteers have assisted us in the last year with 100 of them continuing to assist us on a regular basis.



HIGHSCOPE COMMUNITY LEARNING RESEARCH CENTER

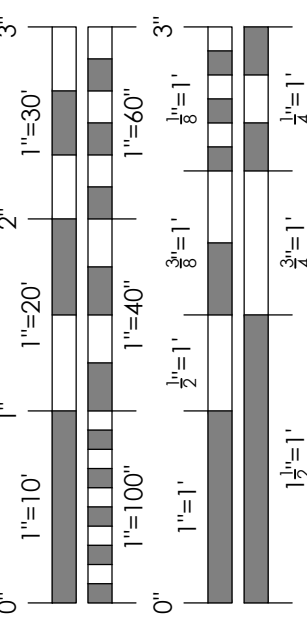
HIGHSCOPE COMMUNITY LEARNING CENTER

KEY PLAN	PROJECT DESCRIPTION	PHASING DESCRIPTION	DRAWING INDEX																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
	RENOVATIONS FOR HIGH SCOPE EDUCATIONAL RESEARCH FOUNDATION TO ADD NEW CONCRETE RAMP, TWO BIKE RACKS, DUMPSTER AND ENCLOSURE WITH NEW CONCRETE PADS, TREES AND SHRUBS, LANDSCAPE ISLAND, RENOVATE THE KITCHEN AND CAFETERIA AREAS, TWO BATHROOMS, INSTALL SOLAR PANELS ON PART OF THE ROOF, AND REPLACE ALL THE ELECTRICAL WIRING IN THE BUILDING.	PHASE 1: RESTRIPIPING PARKING LOT, ADDING NEW LANDSCAPE ISLAND, DEMOLISHING AND ADDING NEW CONCRETE RAMP, REPLACING AND ADDING NEW LIGHT FIXTURES, RENOVATION OF KITCHEN AND CAFETERIA AREAS, TWO BATH ROOMS, INSTALL SOLAR PANELS ON PART OF ROOF, AND REPLACEMENT OF ALL ELECTRICAL WIRING IN THE BUILDING. PHASE 2: DEMOLISH 1,830 SQFT SOUTHERN WING OF NEWLY RENOVATED COMMUNITY LEARNING RESEARCH CENTER PHASE 3: THE CONSTRUCTION OF A LOBBY SPACE TO BE ADDED ON THE NORTH–WESTERN ENTRY PORTION OF THE BUILDING	ISSUED FOR PUD SITE PLAN APPROVAL 19 JULY 24	ISSUED FOR PUD SITE PLAN APPROVAL 09 AUG. 24																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								

DIRECTORY		
ARCHITECT	TENANT/DEVELOPER	
DANIELS AND ZERMACK ARCHITECTS, LLC. 2080 SOUTH STATE STREET ANN ARBOR, MI 48104 (734) 761-2090 FAX (734) 761-6607	HIGHSCOPE EDUCATIONAL RESEARCH FOUNDATION 600 NORTH RIVER ST. YPSILANTI, MI 48198-2898 (734) 485-2000 FAX (734) 485-0704	
INTERIOR DESIGNER	PROJECT ADDRESS	
DANIELS AND ZERMACK ARCHITECTS, LLC. 2080 SOUTH STATE STREET ANN ARBOR, MI 48104 (734) 761-2090 FAX (734) 761-6607 8/14/2024 10:08:20 AM	HIGHSCOPE EDUCATIONAL RESEARCH FOUNDATION 202,206,218 E FOREST AVE. YPSILANTI, MI 48198-2898 (734) 485-2000 FAX (734) 485-0704	

DANIELS
AND ZERMACK
ARCHITECTS

2080 S. State Street
Ann Arbor, MI 48104
O 734.761.2090
F 734.761.6607



REVISIONS
ISSUED FOR PUD SITE PLAN APPROVAL 19 JUL 24
ISSUED FOR PUD SITE PLAN APPROVAL 09 AUG. 24

JOB 2024-40

DATE 19 JUL 24

DRAWN TL

CHECKED SP

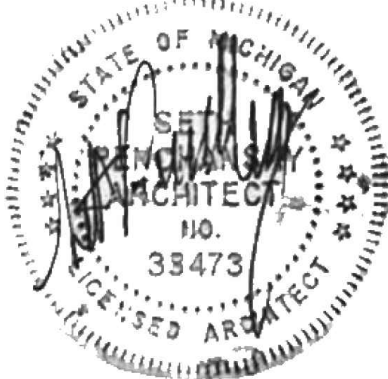
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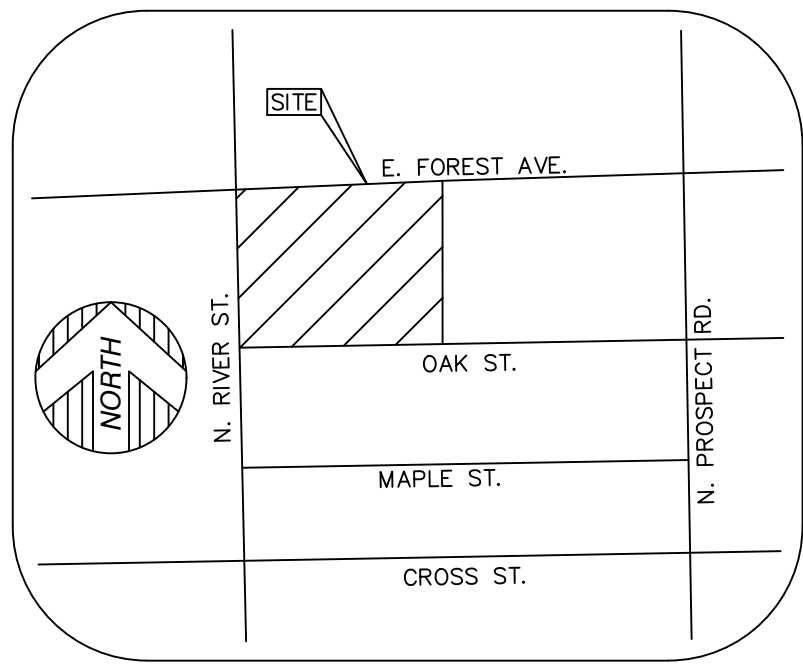
DETAIL
NUMBER

REFERENCE
SHEET

T1.1

HIGHSCOPE CLC





VICINITY MAP
(NOT TO SCALE)

PARKING

HANDICAP PARKING = 7 STALLS
STANDARD PARKING = 75 STALLS

PARCEL AREA

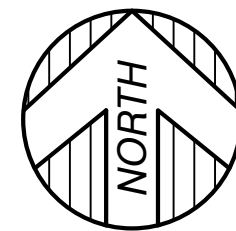
PARCEL 1:
125,381± SQUARE FEET = 2.88± ACRES
PARCEL 2:
15,584± SQUARE FEET = 0.36± ACRES
PARCEL 3:
15,655± SQUARE FEET = 0.36± ACRES
PARCEL 4:
15,727± SQUARE FEET = 0.36± ACRES
PARCEL 5:
47,588± SQUARE FEET = 1.09± ACRES
PARCEL 6:
16,460± SQUARE FEET = 0.38± ACRES
PARCEL 7:
16,460± SQUARE FEET = 0.38± ACRES
PARCEL 8:
16,460± SQUARE FEET = 0.38± ACRES
PARCEL 9:
22,900± SQUARE FEET = 0.53± ACRES
TOTAL:
292,215± SQUARE FEET = 6.72± ACRES

BASIS OF BEARING

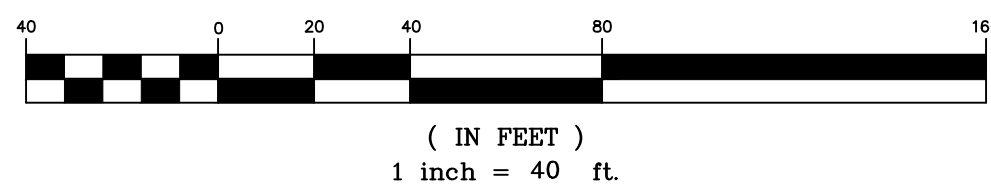
NORTH 87°28'12" EAST, BEING THE SOUTHERLY
RIGHT OF WAY LINE OF FOREST AVENUE, BASED
ON GPS OBSERVATION, MICHIGAN STATE PLANE
COORDINATE SYSTEM, SOUTH ZONE, NAD83.

LEGEND

● (R&M)	FOUND MONUMENT (AS NOTED)
(R)	RECORD AND MEASURED DIMENSION
(M)	RECORD DIMENSION
⊙	MEASURED DIMENSION
⊙	ELECTRIC MANHOLE
⊙	ELECTRIC METER
⊙	UTILITY POLE
⊙	GAS METER
⊙	GAS VALVE
⊙	LIGHT POLE WITH STREET LAMP
⊙	ROUND CATCH BASIN
⊙	SQUARE CATCH BASIN
⊙	STORM DRAIN MANHOLE
⊙	FIRE HYDRANT
⊙	WATER VALVE
⊙	AIR CONDITIONING UNIT
⊙	BOLLARD
⊙	LIGHTPOST/LAMP POST
⊙	SINGLE POST SIGN
⊙	HANDICAP PARKING
⊙	DECIDUOUS TREE (AS NOTED)
⊙	PARCEL BOUNDARY LINE
⊙	PLATTED LOT LINE
⊙	BUILDING
⊙	BUILDING OVERHANG
⊙	CONCRETE CURB
⊙	RAISED CONCRETE
⊙	PARKING
⊙	EDGE OF CONCRETE (CONC.)
⊙	EDGE OF ASPHALT (ASPH.)
⊙	EDGE OF GRAVEL
⊙	FENCE (AS NOTED)
⊙	WALL (AS NOTED)
⊙	EDGE OF LANDSCAPING
⊙	TREE / BRUSH LINE (AS NOTED)
⊙	OVERHEAD UTILITY LINE
⊙	GAS LINE
⊙	BUILDING AREA
⊙	ASPHALT
⊙	CONCRETE



GRAPHIC SCALE



PROPERTY DESCRIPTION

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

PARCEL 1:
LOTS 522 THRU 529 M. NORRIS, B. FOLLETT C. JOSLIN & E. M. SKINNER ADDITION & E. M. SKINNER ADDITION

PARCEL 2:
LOT 558 M. NORRIS, B. FOLLETT, C. JOSLIN & E. M. SKINNER ADDITION.

PARCEL 3:
LOT 559 M. NORRIS, B. FOLLETT, C. JOSLIN & E. M. SKINNER ADDITION.

PARCEL 4:
LOT 560 M. NORRIS, B. FOLLETT, C. JOSLIN & E. M. SKINNER ADDITION.

PARCEL 5:
LOTS 561, 562 & 563 M. NORRIS, B. FOLLETT, C. JOSLIN & E. M. SKINNER ADDITION

PARCEL 6:
LOT 544 M. NORRIS, B. FOLLETT, C. JOSLIN & E. M. SKINNER ADDITION

PARCEL 7:
LOT 545 M. NORRIS, B. FOLLETT, C. JOSLIN & E. M. SKINNER ADDITION

PARCEL 8:
LOT 546 M. NORRIS, B. FOLLETT, C. JOSLIN & E. M. SKINNER ADDITION

PARCEL 9:
THE E 26 FT OF LOT 548 AND ALL OF LOT 549 M. NORRIS, B. FOLLETT, C. JOSLIN & E. M. SKINNER ADDITION

TITLE REPORT NOTE

A CURRENT TITLE POLICY HAS NOT BEEN FURNISHED AT TIME OF SURVEY, THEREFORE EASEMENTS AND/OR ENCUMBRANCES AFFECTING SUBJECT PARCEL MAY NOT BE SHOWN.

SURVEYOR'S NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES OTHER THAN THE STRUCTURE INVENTORY SHOWN HEREON.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT I HAVE SURVEYED THE LAND HEREIN DESCRIBED AND THAT THIS MAP REPRESENTS THE RESULTS OF THE SURVEY.

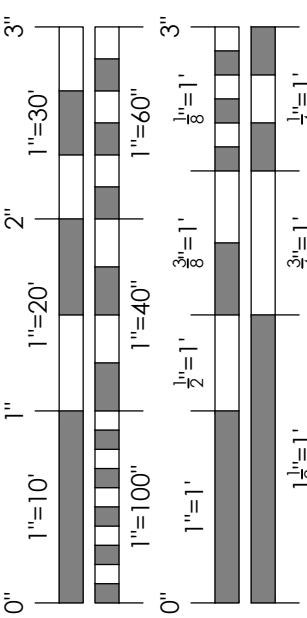
ANTHONY T. SYCKO, JR., P.S.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47976
22556 GRATIOT AVE., EASTPOINTE, MI 48021
TSycko@kentec-survey.com

BOUNDARY SURVEY
PREPARED FOR: HIGHSCOPE EDUCATIONAL RESEARCH FOUNDATION
600 N RIVER ST, 118,202,206,218 E FOREST AVE, 201,205,209,219 OAK ST,
YPSILANTI, MICHIGAN,
PART OF SECTION 4,
TOWN 3 SOUTH, RANGE 7 EAST

DATE	BY	REVISION	DESCRIPTION
06/18/24	JV	1	ADDED ADDITIONAL UTILITIES
06/18/24	ATS		
JUNE 18, 2024			
24-0181			



2080 S. State Street
Ann Arbor, MI 48104
O 734.761.2090
F 734.761.6607



REVISIONS	
ISSUED FOR PUD	18 JUL 24
SITE PLAN APPROVAL	
ISSUED FOR PUD	09 AUG 24
SITE PLAN APPROVAL	

JOB 2024-40
DATE 19 JULY 24
DRAWN BC
CHECKED SP

DETAIL SYMBOL
DETAIL NUMBER
REFERENCE SHEET

ST1.1
HIGHSCOPE CLC

ZONING: CN-SF CORE NEIGHBORHOOD SINGLE-FAMILY

PHASING AND PARKING

	PROGRAM	USABLE SQ. FT.	CALCULATIONS	REQUIRED # OF SPACES	PROPOSED # OF SPACES
PHASE #1	COMMUNITY, LEARNING, RESOURCE CENTER	22,622	1 FOR EACH 500SQFT OF USABLE FLOOR AREA, EXCLUDING STORAGE	46	
	CHILD CARE CENTER	3,820	1 PARKING SPACE PER CAREGIVER REQUIRED TO STAFF FACILITY & 1 SPACE FOR EVERY 20 CHILDREN	4	
		1,691	1 PARKING SPACE PER CAREGIVER REQUIRED TO STAFF FACILITY & 1 SPACE FOR EVERY 20 CHILDREN	4	
	TOTAL:	28,133		54	53
PHASE #2	SOUTH WING	-1,786	DEMOLITION/REMOVAL	-4	
	TOTAL:	26,347		50	53
PHASE #3	ADDITION	2,318	FUTURE ENTRY FRONT ENTRY ATRIUM 1 FOR EACH 500SQ OF USABLE FLOOR AREA, EXCLUDING STORAGE	5	
	TOTAL:	28,665		55(28)*	53

(1) BICYCLE PARKING SPACE FOR EVERY FIVE (5) SPACES PROVIDED FOR MOTOR VEHICLES (SECTION 122-693)
*THE WALKABLE NEIGHBORHOOD ZONING REQUIRES 50% OF THE CALCULATED PARKING

EXISTING ZONING: CN-SF CORE NEIGHBORHOOD SINGLE-FAMILY

34% (26,745 SQFT) OF OPEN SPACE AREAS

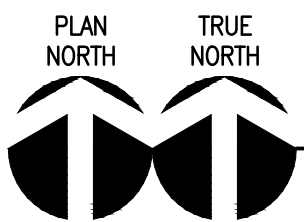
	PARCEL 11-11-04-483-001	PARCEL 11-11-04-483-002	11-11-04-483-003	PUD 11-11-04-483-003,11-11-04-483-002 & 11-11-04-483-001
ADDRESS	218 FOREST AVE.	206 FOREST AVE.	202 FOREST AVE.	
USE	RELIGIOUS BUILDING	EARLY CHILDHOOD EDUCATION CENTER	EARLY CHILDHOOD EDUCATION CENTER	COMMUNITY, LEARNING, RESEARCH CENTER & EARLY CHILDHOOD EDUCATION CENTER
LAND AREA	47,588 SQFT (1.09ACRES)	15,727 SQFT (0.36 ACRES)	15,655 SQFT (0.36 ACRES)	78,970 SQFT (1.81 ACRES)
USABLE FLOOR AREA	22,622 SQFT	3,382 SQFT	1,691 SQFT	25,222 SQFT
DENSITY CALCULATIONS	42% (FAR)	22% (FAR)	11% (FAR)	32% (FAR)
NUMBER AND TYPE OF DWELLING UNITS	N/A	N/A	N/A	N/A
BUILDING GROUND COVERAGE	12,535 SQFT (26%)	3,170 SQFT (20%)	1,070 SQFT (7%)	16,775 SQFT (21%)
BUILDING HEIGHT	2 STORIES (25FT)	2 STORIES (20FT)	2 STORIES (20FT)	16,775 SQFT (21%)

LEGAL DESCRIPTION
PARCEL NO. 11-11-04-483-003,11-11-04-483-002 & 11-11-04-483-001

LOTS 559, 560, 561, 562, & 563. JOSLIN & NORRIS , B. FOLLET, C. EM, SKINNER ADDITION

LEGEND

PHASE #1	PHASE #2	PHASE #3	ACCESS AISLE
PARCEL LINE	BUILDING SETBACK LINE	PARKING SETBACK LINE	
TREE/BUSH LINE	DECIDUOUS TREE (EXISTING)		



PROPOSED SITE PLAN
SCALE: 1"= 40'

General Note

1. SEE SCHEDULE FOR LUMINAIRE MOUNTING HEIGHT.
2. CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 0' - 0"
3. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC CALCULATION AND RESUBMISSION TO CITY FOR APPROVAL.

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

THIS LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIREMENTS DEFINED IN ASHRAE 90.1 2013. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT ASG@GASSERBUSH.COM OR 734-266-6705.

FOR ORDERING INQUIRIES CONTACT GASSER BUSH AT QUOTES@GASSERBUSH.COM OR 734-266-6705.

THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.

MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.

Schedule									
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Lumens Per Lamp	Light Loss Factor	Wattage
	A	1	Lithonia Lighting	DSX1 LED P3 40K TSW MVOLT	DSX1 LED P3 40K TSW MVOLT	LED	12969	0.9	102
	B	4	Lithonia Lighting	DSXW2 LED 30C 1000 40K TTFM MVOLT	DSXW2 LED WITH 3 LIGHT ENGINES, 30 LED's, 1000mA DRIVER, 4000K LED, TYPE FORWARD THROW MEDIUM OPTIC	LED	11120	0.9	109
	C	0	Lithonia Lighting	DSXW2 LED 30C 1000 40K T3M MVOLT	DSXW2 LED WITH 3 LIGHT ENGINES, 30 LED's, 1000mA DRIVER, 4000K LED, TYPE 3 MEDIUM OPTIC	LED	11279	0.9	109
	D	2	Lithonia Lighting	DSXW1 LED 10C 350 50K T3S MVOLT	DSXW1 LED WITH (1) 10 LED LIGHT ENGINES, TYPE T3S OPTIC, 5000K, @ 350mA.	LED	1512	0.9	13.3

Statistics							
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	Avg/Max
Grade	+	0.5 fc	6.1 fc	0.0 fc	N/A	N/A	0.1:1
Parking Lot	X	1.0 fc	4.4 fc	0.0 fc	N/A	N/A	0.2:1



D-Series Size 1 LED Area Luminaire

Specifications

Size: 1' x 1' x 1'

Length: 1'

Width: 1'

Height: 1'

Weight: 1.5 lbs

Back Box (BBW, E20WC): 1' x 1' x 1'

Depth: 1'

Height: 1'

Weight: 1.5 lbs

Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system level interoperability.

- All configurations of this luminaire meet the A+ specification for chromatic consistency.
- This luminaire is an A+ Certified when ordered with DTLX controls marked by a **DTLX** logo.
- This luminaire is part of an A+ Certified solution for RCMF or RCMF+ systems control networks, providing out of the box control compatibility with simple commissioning, when ordered with drivers and control options marked by a **RCMF** logo.

To learn more about A+ visit www.aaplus.com

1. See ordering tree for details.

2. An A+ Certified Solution for RCMF requires the order of one RCMF mode per luminaire. Sold Separately. Visit www.aaplus.com for details.



D-Series Size 2 LED Wall Luminaire

Specifications

Size: 2' x 1' x 1'

Length: 2'

Width: 1'

Height: 1'

Weight: 3.0 lbs

Back Box (BBW, E20WC): 2' x 1' x 1'

Depth: 1'

Height: 1'

Weight: 3.0 lbs

Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system level interoperability.

- All configurations of this luminaire meet the A+ specification for chromatic consistency.
- This luminaire is an A+ Certified when ordered with DTLX controls marked by a **DTLX** logo.
- This luminaire is part of an A+ Certified solution for RCMF or RCMF+ systems control networks, providing out of the box control compatibility with simple commissioning, when ordered with drivers and control options marked by a **RCMF** logo.

To learn more about A+ visit www.aaplus.com

1. See ordering tree for details.

2. An A+ Certified Solution for RCMF requires the order of one RCMF mode per luminaire. Sold Separately. Visit www.aaplus.com for details.

Ordering Information	EXAMPLE: DSX1 LED P7 40K T3M MVOLT SPN DBDND
Order	DSX1
Quantity	1
Manufacturer	Lithonia Lighting
Part Number	DSX1
Description	DSX1 LED P7 40K T3M MVOLT SPN DBDND
Notes	



D-Series Size 2 LED Wall Luminaire

Specifications

Size: 2' x 1' x 1'

Length: 2'

Width: 1'

Height: 1'

Weight: 3.0 lbs

Back Box (BBW, E20WC): 2' x 1' x 1'

Depth: 1'

Height: 1'

Weight: 3.0 lbs

Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system level interoperability.

- All configurations of this luminaire meet the A+ specification for chromatic consistency.
- This luminaire is an A+ Certified when ordered with DTLX controls marked by a **DTLX** logo.
- This luminaire is part of an A+ Certified solution for RCMF or RCMF+ systems control networks, providing out of the box control compatibility with simple commissioning, when ordered with drivers and control options marked by a **RCMF** logo.

To learn more about A+ visit www.aaplus.com

1. See ordering tree for details.

2. An A+ Certified Solution for RCMF requires the order of one RCMF mode per luminaire. Sold Separately. Visit www.aaplus.com for details.

Ordering Information	EXAMPLE: DSXW2 LED 30C 700 40K T3M DBDND
Order	DSXW2
Quantity	1
Manufacturer	Lithonia Lighting
Part Number	DSXW2
Description	DSXW2 LED 30C 700 40K T3M DBDND
Notes	



D-Series Size 1 LED Wall Luminaire

Specifications

Size: 1' x 1' x 1'

Length: 1'

Width: 1'

Height: 1'

Weight: 1.5 lbs

Back Box (BBW, E20WC): 1' x 1' x 1'

Depth: 1'

Height: 1'

Weight: 1.5 lbs

Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system level interoperability.

- All configurations of this luminaire meet the A+ specification for chromatic consistency.
- This luminaire is an A+ Certified when ordered with DTLX controls marked by a **DTLX** logo.
- This luminaire is part of an A+ Certified solution for RCMF or RCMF+ systems control networks, providing out of the box control compatibility with simple commissioning, when ordered with drivers and control options marked by a **RCMF** logo.

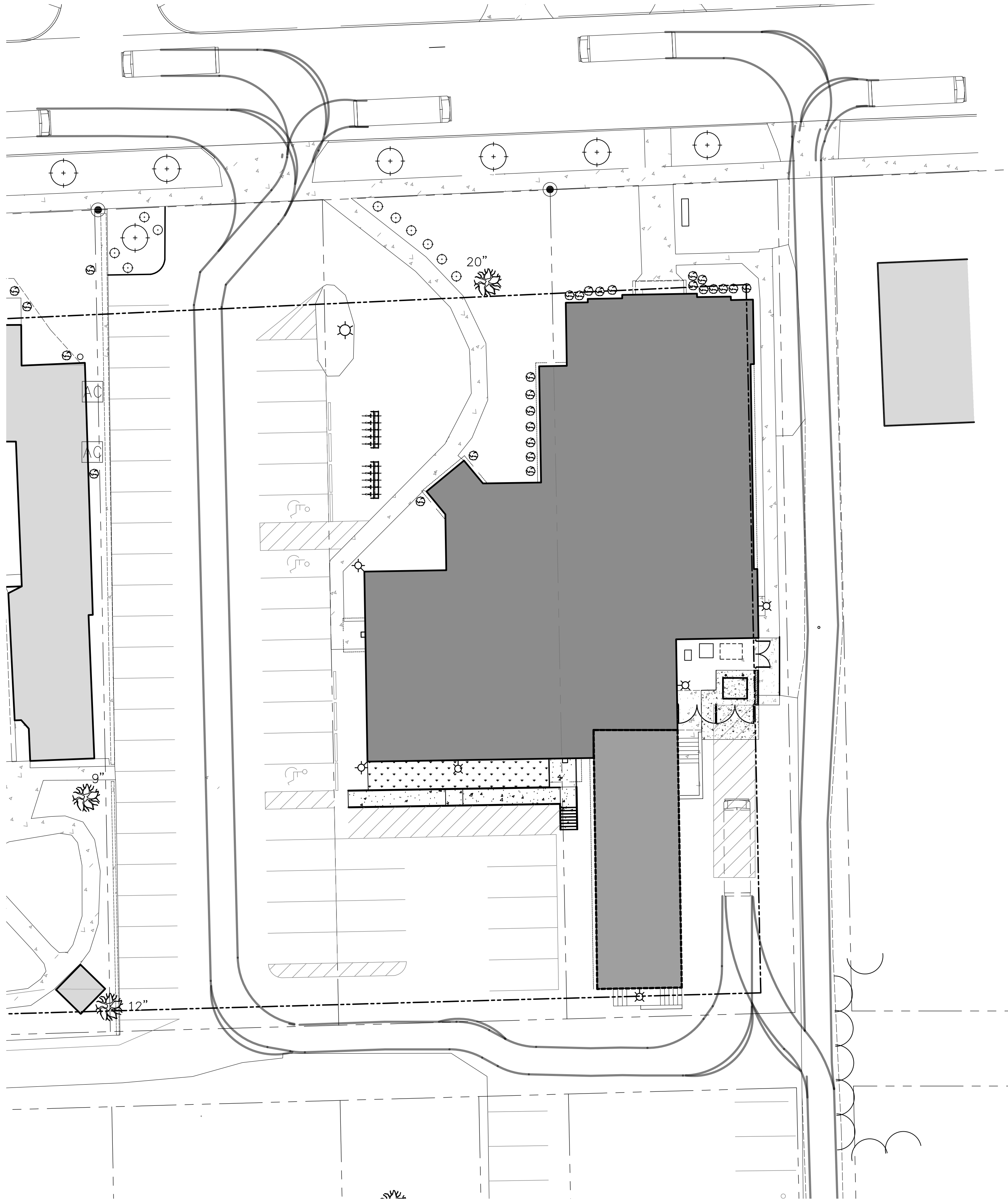
To learn more about A+ visit www.aaplus.com

1. See ordering tree for details.

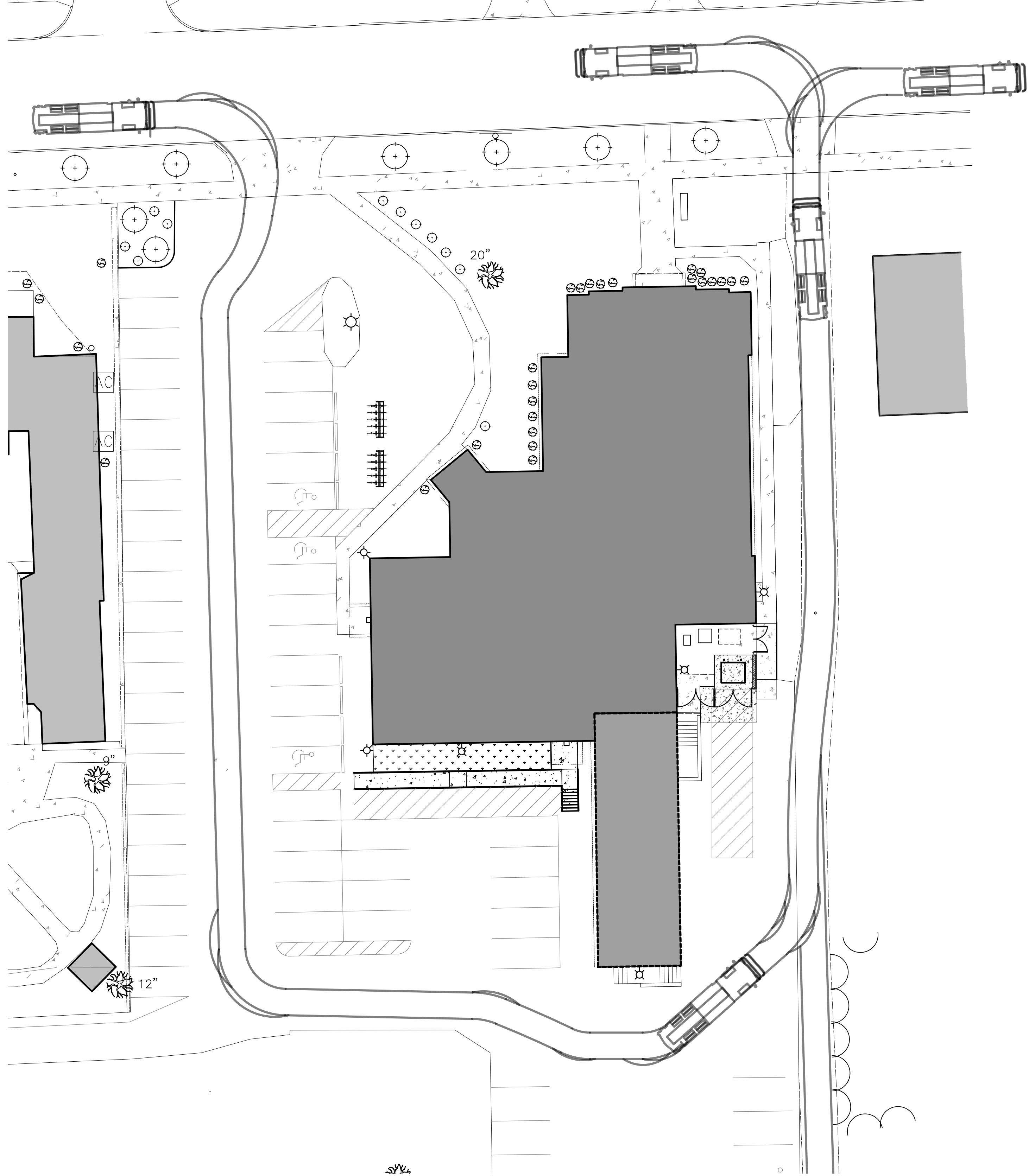
2. An A+ Certified Solution for RCMF requires the order of one RCMF mode per luminaire. Sold Separately. Visit www.aaplus.com for details.

Ordering Information	EXAMPLE: DSXW1 LED 20C 1000 40K T3M MVOLT DBDND
Order	DSXW1
Quantity	1
Manufacturer	Lithonia Lighting
Part Number	DSXW1
Description	DSXW1 LED 20C 1000 40K T3M MVOLT DBDND
Notes	

Plan View
Scale - 1" = 16'



PLAN NORTH TRUE NORTH
DUMPSTER TRUCK ROUTE
SCALE: 1"= 20'



PLAN NORTH TRUE NORTH
FIRE TRUCK ACCESS ROUTE
SCALE: 1"= 20'



SITE TRUCK ROUTING

HIGHSCOPE COMMUNITY LEARNING CENTER



2080 S. State Street
Ann Arbor, MI 48104
O 734.761.2090
F 734.761.6607

REVISIONS	
ISSUED FOR POD	
SITE PLAN APPROVAL	19 JUN 24
ISSUED FOR POD	
SITE PLAN APPROVAL	09 AUG 24

JOB	2024-40
DATE	19 JUN 24
DRAWN	TL
CHECKED	XXX/XXX

DETAIL SYMBOL
DETAIL NUMBER
REFERENCE SHEET

ST1.5
HIGHSCOPE CLC

REVISIONS

ISSUED FOR PUD
SITE PLAN APPROVAL
19 JUL 24
ISSUED FOR PUD
SITE PLAN APPROVAL
09 AUG 24

JOB	2024-40
DATE	13 AUG 24
DRAWN	BC
CHECKED	XXX/XXX

DETAIL SYMBOL

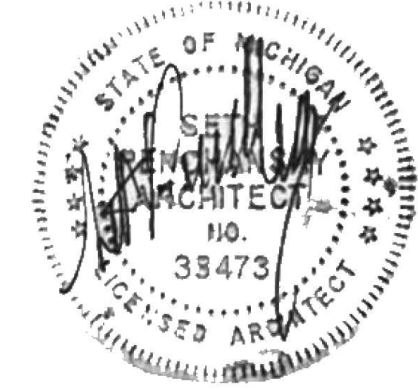


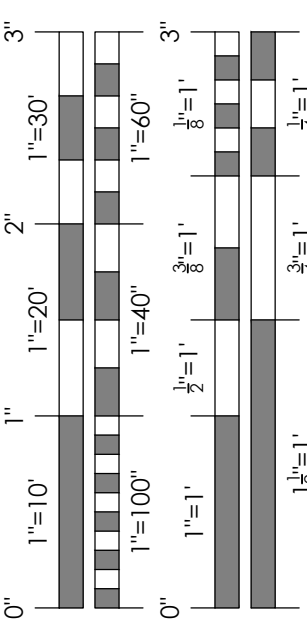
DETAIL
NUMBER

REFERENCE
SHEET

ST1.6

HIGHSCOPE CLC





ISSUED FOR PUD
SITE PLAN APPROVAL
19 JUL 24
ISSUED FOR PUD
SITE PLAN APPROVAL
09 AUG. 24

JOB	2024-40		
DATE	19	JULY	24
DRAWN	BC		
CHECKED	SP		

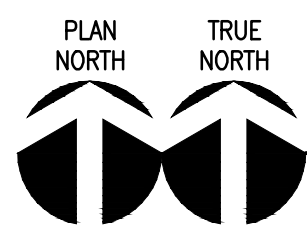
DETAIL SYMBOL



DETAIL
NUMBER

REFERENCE
SHEET

HIGHSCOPE CLC



LANDSCAPE PLAN
SCALE: 1" = 20'

PLANT MATERIAL	MINIMUM SIZE	SIZE	CREDIT
TREES	2.5" IN CALIPER	2.5"–8"	1
		8"–12"	2
		12"–20"	3
		OVER 20"	4
SHRUBS	2.4" IN CALIPER	ALL SIZES	1

NEW TREE

PROPERTY LINE

EXISTING SHRUB

EXISTING TREE

NEW SHRUB

SYMBOL	TOTAL	NEW OR EXISTING	BOTANICAL NAME	COMMON NAME	STREET		PARKING		GENERAL	
					#	CREDIT	#	CREDIT	#	CREDIT
AP	9	EXISTING	Acer Rubrum 'Armstrong'	Armstrong Red Maple	1	1			8	19
JN	5	EXISTING	Juglans Nigra	Black Walnut*					5	0
TA	1	EXISTING	Tilia Americana	American Basswood					1	2
UA	8	NEW	Ulmus Americana "Frontier"	Frontier American Elm	7	7	1	1		
PN	1	EXISTING	Pinus Nigra	Australian Pine					1	3

TOTAL PROPOSED:	8	8	1	1	15	24
TOTAL REQUIRED:	13	13	7	7	0	0

*Black walnut are ineligible for credit

SYMBOL	TOTAL	NEW OR EXISTING	BOTANICAL NAME	COMMON NAME	STREET		PARKING		GENERAL	
					#	CREDIT	#	CREDIT	#	CREDIT
LM	4	EXISTING	Lonicera Maackii	Amur Honeysuckle					4	4
PL	9	EXISTING	Prunus Laurocerasus	Schip Laurel					9	9
TB	13	EXISTING	Taxus Baccata	English Yew					13	13
VD	23	EXISTING	Viburnum Dentatum	Arrowwood Viburnum			6	6	12	12
SA	4	NEW	Spiraea Alba	Meadows Weet			4	4		

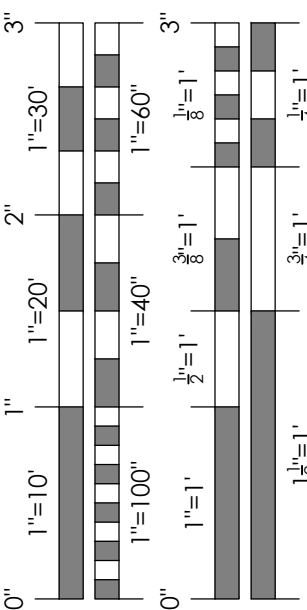
TOTAL PROPOSED:	0	0	14	14	38	38
TOTAL REQUIRED:	0	0	18	18	0	0

	STREET		PARKING		GENERAL		GRAND TOTAL	
	#	CREDIT	#	CREDIT	#	CREDIT	#	CREDIT
TOTAL CREDITS PROPOSED:	8	8	15	15	53	62	76	85
TOTAL CREDITS REQUIRED:	13	13	25	25	0	0	38	38

	LANDSCAPE	SITE	PERCENTAGE
EXIST	20,004SF	62,960SF	31.5%
PROPOSED	20,719SF	62,960SF	32.9%
REQUIRED: >10%	6296SF	62,960SF	10%

REVISIONS

ISSUED FOR PUD
SITE PLAN APPROVAL
19 JUL 24
ISSUED FOR PUD
SITE PLAN APPROVAL
09 AUG 24



REVISIONS

ISSUED FOR PUD
SITE PLAN APPROVAL
19 JUL 24
ISSUED FOR PUD
SITE PLAN APPROVAL
09 AUG 24

JOB	2024-40
DATE	19 JULY 2
DRAWN	ASJ
CHECKED	XXX/

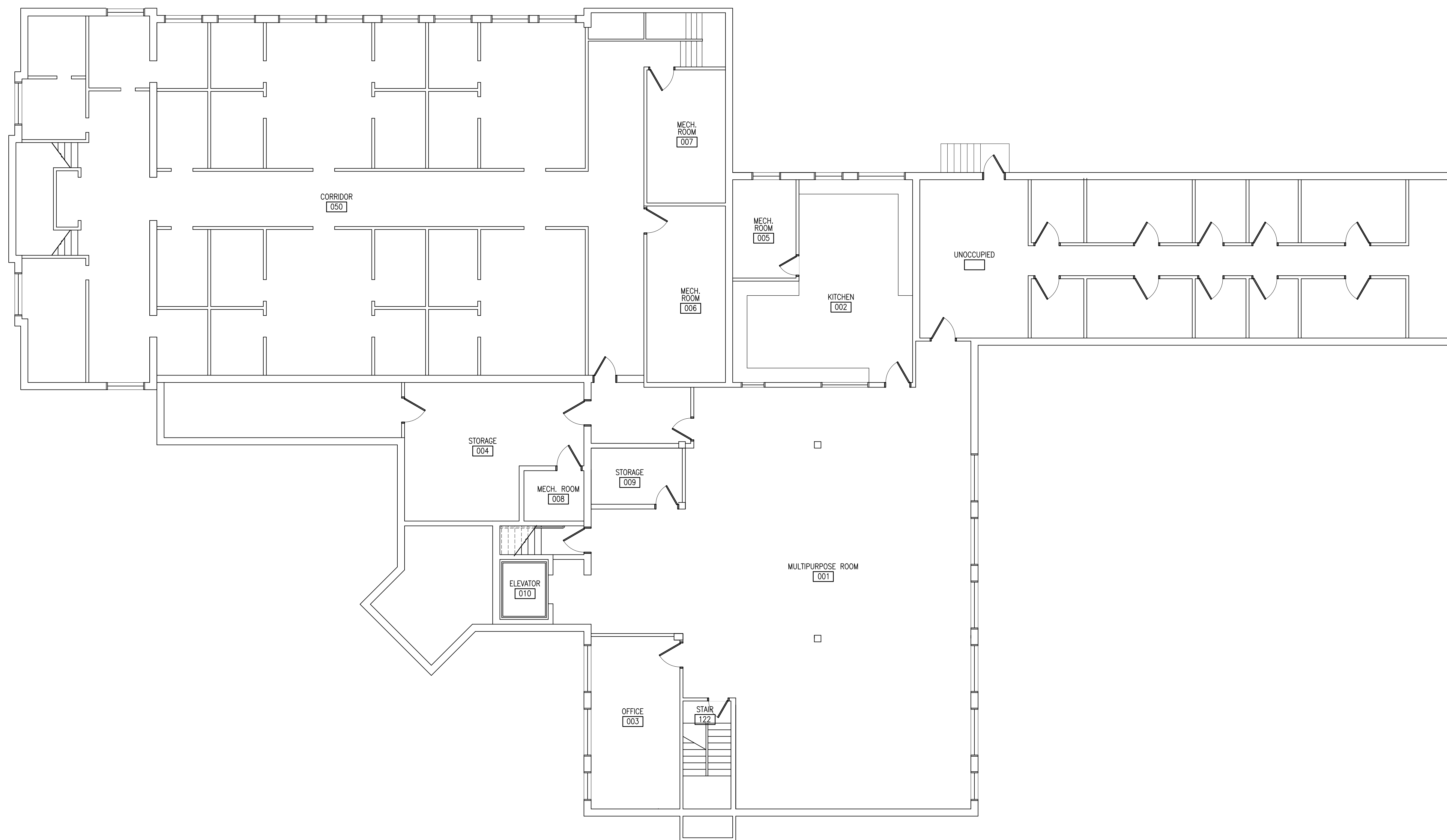
DETAIL SYMBOL



DETAIL
NUMBER

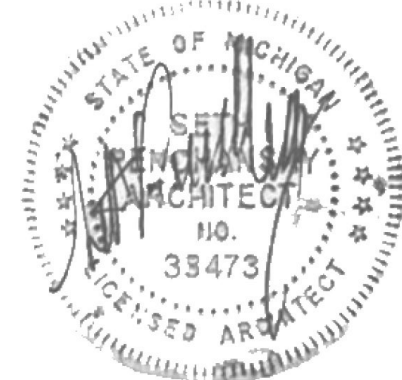
REFERENCE
SHEET

HIGHSCOPE CL

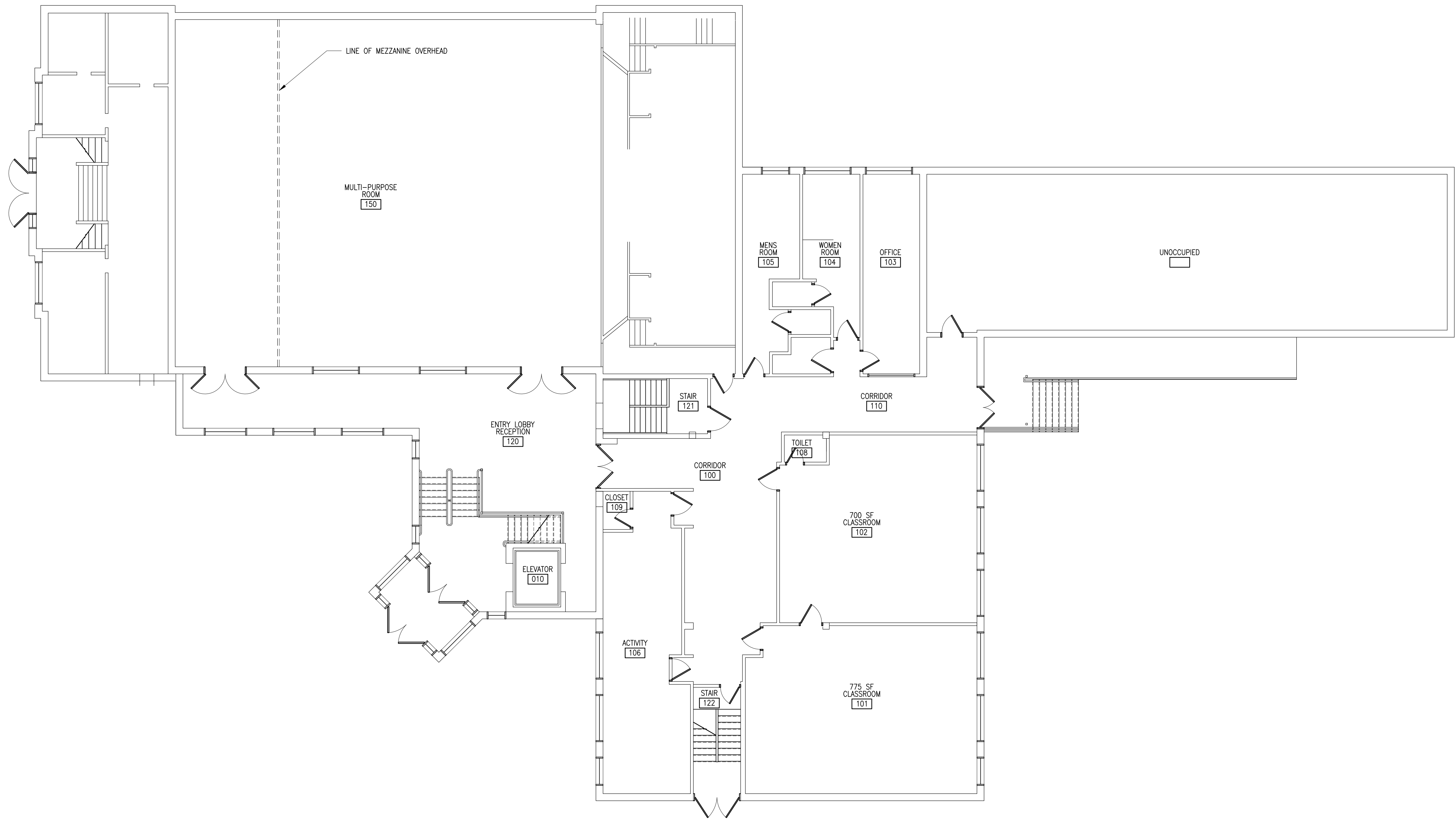


EXISTING BASEMENT FLOOR PLAN
SCALE: 1/8" = 1'-0"

SCALE: $1/8" = 1'-0"$



EXISTING FLOOR PLANS

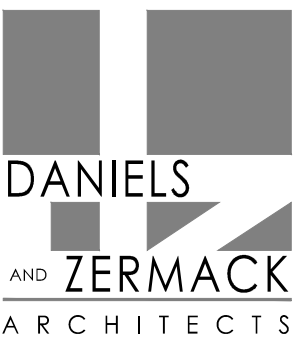


FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

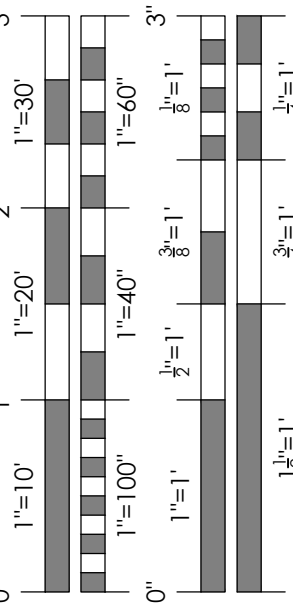


EXISTING FLOOR PLANS

HIGHSCOPE COMMUNITY LEARNING CENTER



2080 S. State Street
Ann Arbor, MI 48104
O 734.761.2090
F 734.761.6607

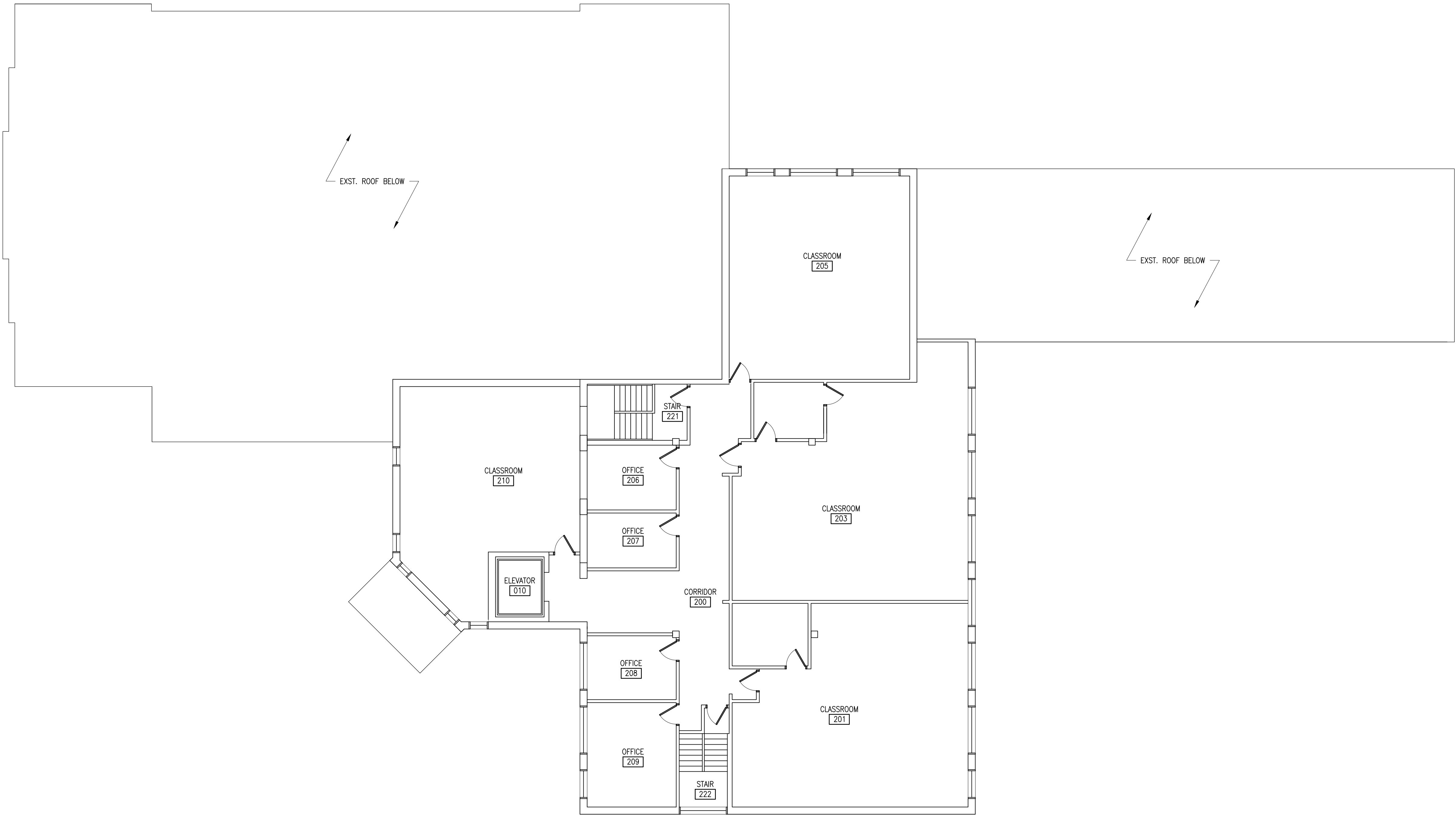


REVISIONS
ISSUED FOR POD
SITE PLAN APPROVAL
19 JUL 24
ISSUED FOR POD
SITE PLAN APPROVAL
09 AUG 24

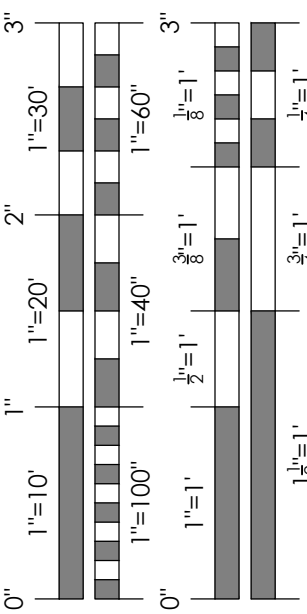
JOB	2024-40
DATE	19 JUL 24
DRAWN	DS
CHECKED	SP

DETAIL SYMBOL
DETAIL NUMBER
REFERENCE SHEET

A1.2
HIGHSCOPE CLC



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



REVISIONS
ISSUED FOR POD
SITE PLAN APPROVAL
19 JUL 24
ISSUED FOR POD
SITE PLAN APPROVAL
09 AUG 24

JOB	2024-40
DATE	19 JULY 24
DRAWN	
CHECKED	SP

DETAIL SYMBOL
DETAIL NUMBER
REFERENCE SHEET



PUD DEPARTURE LIST

July 19, 2024 (Revised August 13, 2024)

Exceptions to zoning ordinance and & designer narratives of development.

§122-695 - OFF-STREET LOADING

(A)

Required: 2 spaces.

Proposed: 1 space.

(C)

Required: 50'

Proposed: 30'

§122-691 - Parking Spaces Required

Required: 28 (50% of 55).

Proposed: 53.

There are 51 existing parking spaces on the site. Because two of those parking spaces are in the front setback, those two spaces are proposed to be replaced those with a landscaped island and restripe half the lot to improve the layout and circulation pattern with appropriately located barrier free spaces. The more efficient layout increased the number of spaces to 53 while reducing the amount of impervious pavement. With the phase 3 proposed addition to the building, the total calculated parking would be 55 which is reduced by 50% to 28 due to the walkable neighborhood zoning district. Due to the variety of different uses in the proposed community resource center, it is proposed that the 53 spaces will be utilized on a regular basis. In addition, there isn't any on street parking allowed on Forest Avenue.



August 2024

**Staff Review of Planned Unit Development
202, 206, 218 E. Forest**

Child Care Center & Community Learning Resource Center

GENERAL INFORMATION

Applicant:	Jennilyn Campos, Highscope
Project:	202, 206, 218 E. Forest Child Care Center & Community Learning Resource Center
Application Date:	July 23, 2024
Location:	202, 206, 218 E. Forest (parcel ID# 11-11-04-483-003, 11-11-04-483-002, and 11-11-04-483-001)
Zoning:	Core Neighborhood Single-Family
Action Requested:	Approval
Staff Recommendation:	Approval with Conditions

PROJECT AND SITE DESCRIPTION

202, 206, and 218 E. Forest are located at the northeast intersection of E. Forest Ave and Maple Court in Ypsilanti. The site includes parcels 11-11-04-483-003 (0.36 acres), 11-11-04-483-002 (0.36 acres), and 11-11-04-483-001 (1.691 acres). The site presently includes 2 former single-family structures currently being utilized as childcare centers and a former church, presently vacant. 202 and 206 E. Forest each include a shed. The site presently includes a parking lot with 50 vehicle spaces and one residential driveway that is utilized as an ADA space. There are two curb cuts providing access to the site off of E. Forest Ave. There is additional access to 218 E. Forest off Maple Court. Pedestrian access to each of the sites is located on E. Forest Ave.

The applicant proposes a phasing plan that includes three main stages. In Phase I, the proposed plans are to maintain each of the existing buildings and uses in 202 and 206 E. Forest and activate the vacant church at 218 E. Forest as a community learning research center and childcare center. The proposed renovations for the church will include classrooms, multipurpose rooms, offices, and a kitchen, encompassing 25,222 sq ft. The plans also display a cohesive restriping of the parking lot and eliminate some of the impervious surfacing on the site. Phase II includes the demolition of the south wing of the building, which will create space for a community vegetable garden. Phase III will include

the addition of a 2,318 sq ft entry on the NW side of the building, along with upgrades to the parking lot and improvements to landscaping and stormwater management.

It is important to note that a church is considered a private assembly use under the zoning ordinance, and the proposal to reuse the former church as a community learning center is ultimately another form of private assembly.

Pedestrian access will continue to be provided along E. Forest. A concrete ramp is proposed in phase I in order to enhance ADA accessibility.

Vehicle access will be provided in a two-way direction, using the existing curb cut on E. Forest. Vehicular access to the site is also provided through a closed alley, connecting to Maple Court.

The applicant vows to add solar panels to the vacant church, decreasing the carbon footprint of the community learning center.

This development, located in the Core Neighborhood Single-Family zoning district, is proposed as an adaptive reuse planned unit development (PUD) due to the proposed use of a community learning research center not being permitted in the CN-SF zoning district. Additionally, City Council approval is needed following a recommendation by the Planning Commission.

Throughout this review, the buildings will be referenced as follows:

- 202 E. Forest: Building #1
- 206 E. Forest: Building #2
- 218 E. Forest: Building #3

Attached to this packet are the applicant's submittals:

- Cover Letter dated 08/09/2024
- Revised Site plan set dated 08/09/2024
- Revised PUD Departure List dated 08/13/2024
- Project Narrative dated 08/09/2024

Figure 1: Subject Site Location (2020)



Figure 2: Capture of Site Plan

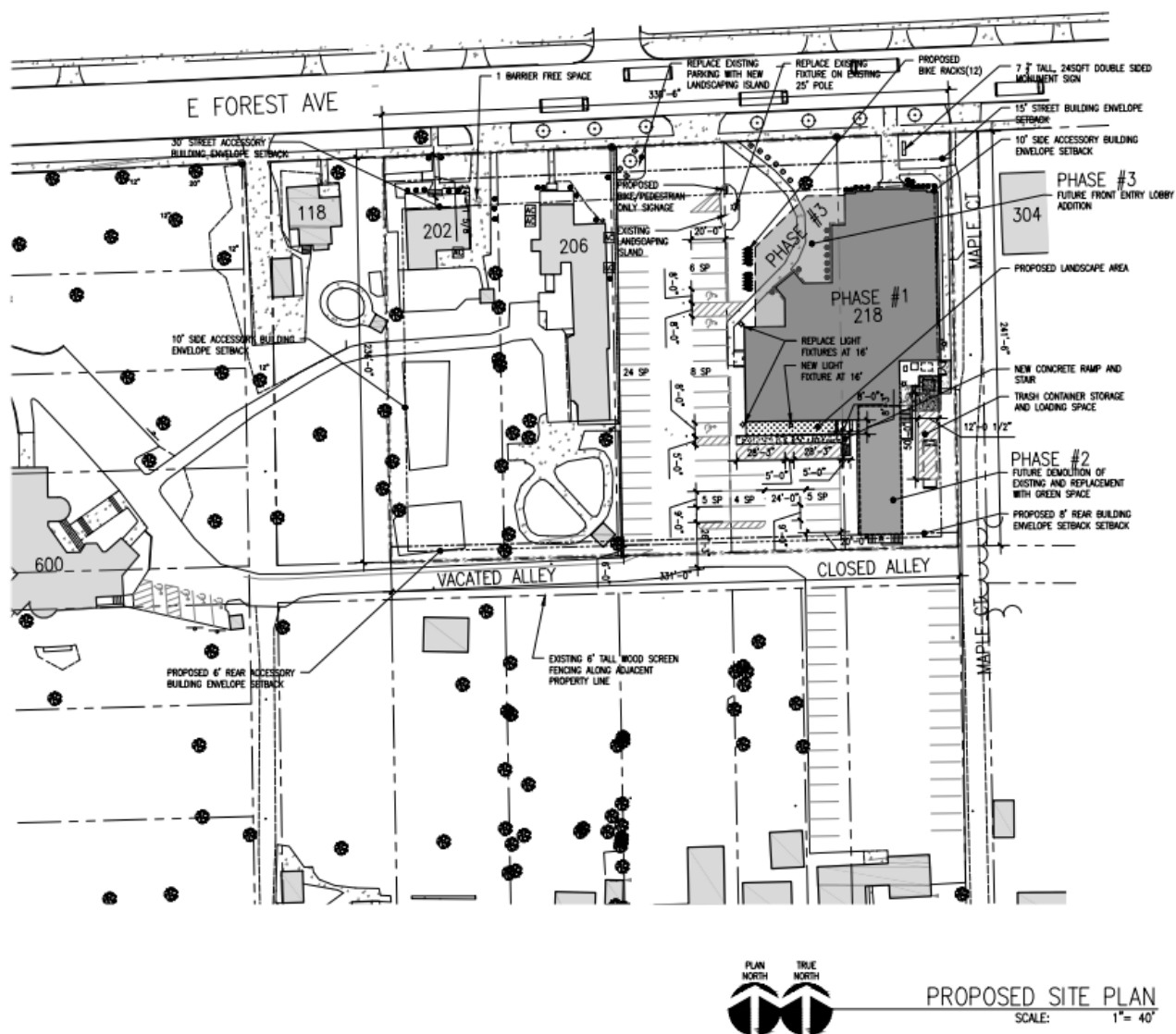


Figure 3: Photo of Site from E. Forest Ave



Figure 4: Adaptive Reuse Planned Unit Development Ordinance

Sec. 122-701. Permitted uses.

In a planned unit development, the principal uses which are permitted are based on the underlying zoning district. City Council may also consider, upon Planning Commission recommendation, the City of Ypsilanti Master Plan as a basis for principal uses permitted in a planned unit development.

Underlying Zoning District	Permitted Uses under Planned Unit Development
R1, CN-SF, P	Planned unit developments are not permitted in these districts, except as provided for under §122-703.
CN, CN-Mid, MD	Any combination of uses permitted in the CN, CN-Mid, and MD zoning districts. Limited commercial, service, and office uses may be permitted if in combination with and related to residential uses.
HHS, HC, NC, C	Any combination of uses permitted in the HHS, HC, NC, or C zoning districts.
GC	All uses permitted under GC, plus Unclassified Uses as defined in §122-431(c).
PMD	All industrial and office uses and any combination of such uses. Limited commercial and service uses may be permitted if in combination with industrial uses. Residential uses are not permitted.

Sec. 122-703. Planned adaptive reuse projects.

A planned unit development that involves adaptive reuse of an existing structure that is located in a residential zoning district, but that was originally constructed for non-residential use, may be reviewed as a planned adaptive reuse project at the request of the applicant. The following requirements must apply to a planned adaptive reuse project in addition to the requirements applied to all planned unit developments:

- (a) **Eligibility.** The project must involve the reuse of an existing structure that is located in a residential zoning district, that was constructed for non-residential use.
- (b) **Minimum size.** Notwithstanding §122-702(b), no minimum size is required for a planned adaptive reuse project.
- (c) **Permitted uses.** Notwithstanding §122-701, a planned adaptive reuse project may include any uses determined by the City Council, upon Planning Commission recommendation, to be appropriate for the site and compatible with adjacent uses and zoning districts, with the master plan, and with any subarea plans.

Figure 5: Land Use and Zoning of Surrounding Area

	LAND USE	ZONING
NORTH	Single Family Homes	Core Neighborhood Single Family
EAST	Single Family House	Core Neighborhood Single Family
SOUTH	Single Family Homes	Core Neighborhood Single Family
WEST	Duplex	Core Neighborhood Single Family

PLANNED UNIT DEVELOPMENT: CRITERIA AND REVIEW

Description and purpose of planned unit developments:

- a) *It is the purpose of this article to provide guidelines for development or redevelopment which is planned as a unit. Toward this end, it is the intent of these regulations to allow flexibility in the regulation of land development; encourage innovation in land use and variety in design, layout, and type of structures constructed; achieve economy and efficiency in the use of land, energy, public services, and utilities; encourage useful open space; provide better housing, employment, shopping opportunities, compatibility of design, and use between neighboring properties; facilitate the preservation and reuse of historic structures; and encourage development that is consistent with the City's master land use plan.*
- b) *The approval of a planned unit development application requires an amendment to this chapter to revise the Zoning Map and designate the subject property as "PUD, planned unit development." An approval granted under this article, including all aspects of the final site development plan and conditions imposed on it, constitutes an inseparable part of this chapter.*
- c) *The provisions of this article are not intended as a device for ignoring this chapter, the specific standards set forth in this chapter, or the planning upon which it has been based. Provisions of this article are intended to result in land development substantially consistent with the zoning standards generally applied to the proposed uses, allowing for modifications and departures from generally applicable standards in accordance with the guidelines of this article to insure appropriate, fair, and consistent decision-making.*

Planned Unit Development Permitted Uses**§122-701**

The table in §122-701 covers the allowed uses for PUDs in their underlying zoning district. This site's underlying zoning district is Core Neighborhood Single Family, and therefore, planned unit developments are not permitted in this district, except as provided for under §122-703. The proposed use of Building 3 as a community learning research center is not permitted in the CN-SF zoning district; however, Section 122-703 allows a planned unit development that involves the adaptive reuse of an existing structure that is located in a residential zoning district

that was originally constructed for non-residential use. This development, as an adaptive reuse PUD will reuse a vacant church and activate the space as a community learning and childcare center. The existing uses of Buildings 1 and 2 (childcare centers) are allowed as a special land use in the CN-SF district.

Planned Unit Development Requirements

§122-702

The following requirements must apply to all planned unit developments:

- a) *Unified Control. Unified control. The proposed development must be under single ownership or control such that there is a single person or entity having responsibility for completing the project in conformity with this chapter. The applicant must provide legal documentation of a single ownership or control in the form of agreements, contracts, covenants, and deed restrictions which indicate that the development can be completed as shown on the plans, and further, that all portions of the development that are not to be maintained or operated at public expense will continue to be operated and maintained by the developers or their successors.*

Staff Comments: The present property owner of 202, 206, and 218 E. Forest is the applicant for this PUD application.

- b) *Minimum size. The minimum size of a planned unit development in the Walkable Urban Districts is one half-acre of contiguous land. The minimum size of a planned unit development in the Use Based Districts is one acre of contiguous land.*

Staff Comments: The site is 1.81 acres. This standard is met.

- c) *Applicable base regulations. Unless waived or modified in accordance with the procedures and standards set forth in this article, the yard, bulk, parking, loading, landscaping, lighting, general provisions, and all other standards set forth in this chapter for the uses listed below must be applicable for uses proposed as part of a planned unit development:*

- (1) Multiple-family residential uses must comply with the regulations applicable in the MD multiple dwelling residential district.*
- (2) Commercial and office uses must comply with the regulations applicable in the C - Center district.*
- (3) Manufacturing uses must comply with the regulations applicable in the PMD - Production, Manufacturing, and Distribution district.*
- (4) Mixed uses must comply with the regulations applicable for each individual use, as outlined above, except that if conflicts exist between provisions, the regulations applicable to the most dominant use must apply.*
- (5) To encourage flexibility and creativity in development consistent with the planned development concept, departures from compliance with the base regulations may be granted by the City Council, upon recommendation of the Planning Commission, as a part of the approval of the planned development. For example, such departures may include modifications of lot dimensional standards, setback requirements, density standards, parking and landscaping requirements, and similar requirements. Such departures may be approved only on the condition that they will result in a higher quality of development than would be possible using conventional zoning standards.*

Staff Comments: The proposed adaptive reuse PUD will contain two childcare centers and a community learning research center. Departures can be granted by City Council, upon recommendation by the Planning Commission, so long as they result in a higher quality of development than would be possible using conventional zoning standards. Below is staff's analysis of the requested departures. Also, see the applicant's provided materials for their comments on these departures in full:

Figure 5: Full List of Departures Requested

ORDINANCE PROVISION	REQUIRED	PROVIDED	RATIONALE FOR A HIGHER-QUALITY DEVELOPMENT
Off-Street Loading Space Requirements (122-695 (a))	Institutional Use (20,000 sq ft – 49,999 sq ft gross floor area) 28,665 sq ft proposed – 2 Spaces required.	1 loading space	This departure is for the single loading space provided by the applicant; staff acknowledges that the site presently has no loading space stripped. Staff does not believe two loading spaces are necessary for this development, and finds that one is sufficient. Staff recommends approval of this departure.
Off-Street Loading Space Requirements (122-695 (c))	No loading space shall be located closer than 50 feet to any R1, MD, CN-SF, CN-Mid, CN, or HHS district unless located within a completely enclosed building or enclosed on all sides facing the district by a solid concrete or masonry wall not less than six feet in height.	Loading space within 50 feet from a CN-SF zoned lot.	This departure is for the loading space provided by the applicant. Staff acknowledges that there are limitations to where the loading space can go without removing parking spaces. Staff believes the proposed location of the loading zone is sufficient and does not believe it will disrupt the neighbor to the east. Staff recommends approval of this departure.
Minimum and Maximum Number of Parking Spaces (122-691)	Community Centers – 1 for each 500 square feet of usable floor area, excluding area devoted to storage. Childcare Center - 1 off-street parking space per caregiver required to staff the facility at the state-licensed capacity, plus 1 space for every 20 children the facility is licensed to care for. Section 122-692(g) - Walkable Urban Districts. The parking requirements in each of the Walkable Urban	53 spaces	The existing parking lot is already a legal nonconformity with excessive parking, lack of landscape islands, lack of screening from E. Forest Ave, and lack of parking lot landscaping. While the applicant does increase the total number of parking spaces, the impervious surface of the parking lot is actually proposed to decrease slightly with the addition of a landscape island along E. Forest. Additionally, the proposal strips the parking lot to allow for better flow and functionality overall. Staff recommends approval of this departure.

	Zoning Districts shall be halved. 28 spaces required due to Section 122-692(g)		
Note: if the Planning Commission does not approve of any departures, the Planning Commission should explicitly state so in their motion.			

Overall, staff observes many of these departures to be necessary for an innovative, adaptive reuse of this vacant church. Ultimately, the previous use of the building as a religious institution is permitted through special use; however, other private assembly uses that may draw in the same crowd are not.

- d) *Street Access. Each lot, main building, and principal use within a Planned Development district shall have vehicular access to a public street. Adequate provision shall be made for dedications of land for streets and essential services.*

Staff Comments: Street access provided. Standard is met.

- e) *Usable Open Space. The proposed development shall contain at least as much open space as would otherwise be required by the existing underlying zoning.*

Staff Comments: Lot coverage in the CN-SF zoning district cannot exceed 60% for institutional and house-building types. The applicant's proposal displays 32% lot coverage. Standard is met.

- f) *Landscaping and Maintenance of Common Areas. All required yards and common areas shall be landscaped and adequately and permanently maintained by the property owner, tenant, or organization responsible for maintaining common areas. Through an irrevocable conveyance, such as deed restrictions or covenants that run with the land, the developer shall assure that all yards and common areas will be developed in accordance to the site plan and not changed to another use.*

Staff Comments: Applicant states irrevocable conveyance on the cover letter.

- g) *Additional Considerations. During review of a proposed planned development, the Planning Commission shall take into account the following considerations which may be relevant to a particular project: perimeter setbacks and screening; thoroughfares, drainage, as provided for in best management practices as appropriate, and utility design; underground installation of utilities; insulating pedestrian circulation from vehicular thoroughfares and ways; achievement of an integrated development with respect to signage, lighting, landscaping and building materials; and noise reduction mechanisms, particularly in cases where non-residential uses adjoin off-site residentially zoned property.*

Staff Comments: The site does have nonconformities; however, the applicant has made an attempt to address some of these nonconformities.

Planned Unit Development Application Requirements

§122-704

An application for a planned unit development must contain the following:

- a) *Cover letter signed by the applicant and owner holding an equitable interest in the property.*

Staff Comments: A cover letter is signed by the applicant.

- b) *Legal description showing the location and acreage of the property*

Staff Comments: None.

- c) *General description of proposed development, including a timetable of development and a list of departures from the regulations of this chapter which will be required.*

Staff Comments: None.

- d) *Site plan at a scale of one inch equals 50 feet or larger, prepared in accordance with §122-309. Additional information on the site plan must include:*

- a. *(1) A schedule of total land areas devoted to each type of use, useable floor areas, density calculations, number and types of units, and building ground coverage.*
- b. *(2) Open space areas, indicating the proposed uses and improvements for such areas.*
- c. *(3) Architectural sketches showing building heights, external wall finishes, location of building entry ways, Article VII: Supplementary Regulations | Division 1: Planned Unit Development 225 lighting elements, and other architectural features.*
- d. *(4) Copy of agreements, covenants, or deed restrictions which will assure that the development will be completed and maintained as shown on the plans by the developer and successive owners.*
- e. *(5) Other information deemed pertinent to the proposed development by the Planning Commission or City Council.*

Staff Comments: None.

- e) *A fee for the processing of the planned development application, as established by the City Council.*

Staff Comments: The fee has been paid.

Planned Unit Development Review Procedures

§122-705

Broadly, this is the Planned Unit Development process:

- 1) Pre-application conference. (Completed)
- 2) Planned Unit Development application submitted to Planning Department. (Completed)
- 3) Planning Commission review, public hearing, and recommendation to Council (**currently here**). The Planning Commission has up to 90 days, from the date of the public hearing, to make a recommendation to City Council.
- 4) City Council action: City Council must receive the Planning Commission's transmitted PUD action within 60 days. City Council may approve the PUD.
- 5) Effect of approval: PUD adoption is to be published and the Zoning Map is to be updated to reflect it.
- 6) Applicant records the approval and its records with the Register of Deeds.

Planned Unit Development Standards for Approval

§122-706

The Planning Commission and City Council must make their determinations based on the standards for site plan review (§122-311) and the following standards:

- a) *Conformance with the planned development concept. The overall design and all uses proposed in connection with a planned unit development must be consistent with and promote the intent of this article, as well as with specific project design standards set forth in this chapter.*

Staff Comments: The proposed adaptive reuse PUD generally conforms with planned development concepts.

- b) *Recognizable benefits. The planned development will result in recognizable and substantial benefits to the ultimate users of the project and to the community in general where such benefits would otherwise be unfeasible or unlikely to be achieved.*

Staff Comments: Staff believes the application provides recognizable benefits to the users of the site, especially the surrounding residents in the neighborhood and City. The community learning and childcare

will activate an already vacant space and provide numerous services to the community such as childcare, educational support, mental/physical health support, and workforce training. Highscope's mission falls in line with the City's master plan, especially with expanding educational opportunities within the City.

- c) *Compatibility with adjacent uses. The proposed planned unit development must be designed with due regard to its relationship with development on surrounding properties and uses thereon, including building heights, setbacks, density, parking, circulation, landscaping, views, and other layout features. In particular, consideration must be given to the following:*

- (1) *The bulk, placement, architecture, and types of materials used in construction of proposed structures.*
- (2) *The location and screening of vehicular circulation and parking areas in relation to surrounding development.*
- (3) *The location and screening of outdoor storage, outdoor activity or work areas, and mechanical equipment in relation to surrounding development.*
- (4) *The hours of operation of the proposed uses.*
- (5) *Landscaping, preservation of historic features, and other site amenities.*

Staff Comments: The site will regain the institutional character it has had since the 1940s, which was lost with the church space becoming vacant.

- d) *Impact of traffic. The planned development must be designed to minimize any adverse impact of traffic generated by the proposed development. Consideration must be given to the following:*

- (1) *Estimated traffic to be generated by the proposed development.*
- (2) *Access to major thoroughfares.*
- (3) *Proximity and relation to intersections.*
- (4) *Adequacy of driver sight distances.*
- (5) *Location of and access to off-street parking.*
- (6) *Required vehicular turning movements.*
- (7) *Provisions for pedestrian traffic.*
- (8) *Access to loading and unloading areas.*

Staff Comments: The site has adequate pedestrian access. The applicant has added 12 bike parking spaces to the site, increasing the potential for non-motorized transportation to the site.

- e) *Public services. The proposed type and density of use must not result in a material increase in the need for public services, facilities, and utilities; including but not necessarily limited to water and sewer services, public roads, fire and police protection, and schools. The proposal must not place an undue burden upon the subject or surrounding land or property owners and occupants or the natural environment.*

Staff Comments: **The applicant displays dumpster enclosure details and the location of the dumpster enclosure on the site; however, they will need to provide height details of the dumpster to ensure compliance with Section 122-608.**

- f) *Compatibility with master plan and this chapter. The proposed development must be compatible with the adopted City master plan and with the spirit and intent of this chapter.*

Staff Comments: The Planning Department supports this development from a master plan perspective, as it meets the intent of the Center Framework designation, and mostly aligns with the following guiding values:

Safety Comes First. The adaptive reuse of Building 3 will help activate a vacant space and create natural surveillance (eyes on the street) of the area, in alignment with the Master Plan's consideration that people should be able to see what is going on in public places from private places.

Diversity is our strength. The applicant aims to offer services for the community that will enhance opportunities for those seeking to live in Ypsilanti and will enhance overall diversity and inclusivity.

Ypsilanti is sustainable. The applicant is planning to install solar panels and utilize sustainable building materials that will decrease their carbon footprint and increase their energy efficiency. They also plan to install a community garden area to provide access to locally grown food.

Anyone, no matter what age or income, can find a place to call home in Ypsilanti. This development will enhance resources for positive individual, family, and community growth including services for the elderly, handicapped, and children and recreation opportunities.

Easily walk, bike, drive or take transit from anywhere. With excellent sidewalk networks surrounding the site, there is adequate pedestrian access.

Ypsilanti is a great place to do business, especially the green and creative kind.

Highscope's mission is to provide high-quality educational services and resources for residents of Ypsilanti.

- g) *Economic impact. The proposed development must not result in an unreasonable negative economic impact upon surrounding properties.*

Staff Comments: The proposed development does not appear to create an unreasonable negative economic impact on surrounding properties. It is believed the proposal will boost the economic vitality of the City.

- h) Compliance with applicable regulations. The proposed development must be in compliance with all applicable federal, state, county, and local laws and regulations.

Staff Comments: The proposed development does not appear to conflict with such regulations.

- i) Phasing. Where a project is proposed for construction in phases, the project must be so designed that each phase, when completed, must be capable of standing on its own in terms of the presence of services, facilities, and open space; and must contain the necessary components to ensure protection of natural resources and the health, safety, and welfare of the users of the planned unit development and the occupants of the surrounding area.

Staff Comments: The phasing plan appears to comply.

SITE PLAN: CRITERIA AND REVIEW

APPLICATION CONTENTS

§122-309

Each site plan submitted for review shall contain all information outlined in Section 122-309. The following additional information needs to be provided:

Items to be addressed: None.

STANDING

§122-311(a)

The applicant is legally eligible to apply for a Planned Unit Development by the Planning Commission.

REQUIREMENTS

§122-311(b)

"The proposed site plan conforms with all the provisions and requirements, as well as the spirit and intent of this chapter and the Master Plan. The proposed development will meet all the regulations of the zoning district in which it is located."

Figure 6: Requirements

Red text indicates noncompliance; Highlighted text indicates PUD departure applied for by applicant				
ORDINANCE REFERENCE		REQUIRED	EXISTING CONDITIONS	PROPOSED
CN-SF: §122-468 & 122-480	BUILDING TYPE	Determined by lot size	Building #1 and #2: (HS) House Building #3: (IT) Institutional	Building #1 and #2: (HS) House Building #3: (IT) Institutional
LOT REQUIREMENTS				
Several buildings of either one type or multiple types are permitted on one lot, provided that each building type is provided at least the minimum area required by the building type, and other requirements of this chapter are met.		This lot is large enough to accommodate the HS and IT Building Types and does not exceed the maximum lot width, depth, size, or coverage for the CL Building Type. Lot Size: 1.81 Acres (78,970 sq ft) Lot Width: 330.5 Ft Lot Depth: ~238.75 Ft Lot Coverage: 32%		
NOTE: No exterior changes are proposed for Buildings 1-3.				
PARKING PROVISIONS				
Location	Side or rear yards	Parking for all three buildings is located in either a rear or side yard.	Compliant	

Items to be addressed:
None.

BUILDING LOCATION AND SITE ARRANGEMENT **§122-311(c)**

"All elements of the site plan shall be harmoniously and efficiently organized in relation to the character of the proposed use, the size and type of lot, the size and type of buildings, and the character of the adjoining property. The site shall be so developed as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this chapter."

Items to be addressed:
None.

Figure 7: General Site Standards

ORDINANCE REFERENCE	REQUIRED	Proposed	Comments
§122-609 Site Lighting	- Levels shall not be >0.5 fc at lot line - Levels shall not be < 0.3 fc anywhere where lighting required – parking/loading, building entrances/exits used during night-time. - Levels shall average > 0.5 fc across entire area where lighting required. - Fixtures shall not be >160' in height when adjacent to one and two-family residential uses. - Must be full cutoff fixtures	Photometric ordinance standards appear to be met.	Compliant – however, an existing, nonconforming fixture is 25' in height. The Planning Commission may ask for this nonconformity to be addressed.

Items to be addressed:**None.****SITE ACCESS, TRAFFIC, AND PARKING****§122-311(d)**

"With respect to vehicular and pedestrian circulation on the site, including walkways, interior drives, and parking; circulation shall to the extent possible create potential cross-and joint-access to adjacent parcels and the existing block layout. Special attention shall be given to the location, number and spacing of ingress and egress points; general interior circulation including turnaround areas; adequate provisions for delivery of services (trash removal, school buses, mail and parcel delivery); separation of pedestrian and vehicular traffic; avoidance of building corners next to access drives; identification of addresses; storage of plowed snow; and arrangement of parking areas that are safe and convenient, and insofar as practicable, do not detract from the design of the proposed buildings and structures, neighboring properties, pedestrian and bicyclist safety, access to transit and flow of traffic on adjacent streets. All buildings or groups of buildings shall be so arranged as to permit adequate access by emergency vehicles as required by the city building code."

The parking lot at 218 E. Forest services the childcare centers found at 202 and 206 E. Forest. This proposal demonstrates that 202 and 206 E. Forest will continue to be serviced by this parking lot along with the proposed community learning center at 218 E. Forest. The site can be accessed vehicularly through E. Forest and Maple Court. Pedestrian access is possible along E. Forest. The proposal displays the drop-off lane for Building 3 being blocked off on one end with additional proposed parking spaces within that end; the applicant has proposed signage that will indicate the drop-off zone is only for pedestrian/bike access. The applicants propose an eventual expansion of the building to create a lobby over part of this drop-off zone.

Items to be addressed:**None.**

Figure 8: Site access, traffic, and parking

REFERENCE	REQUIRED	Proposed	Comments
§122-671 Public Service Areas	Site shall provide adequate access for fire, police, sanitation, and public works vehicles.	Fire Department and DPS approval needed.	Fire Department and DPS Approval Needed.
§122-672 Sidewalks	Sidewalks shall be provided along front of site.	Sidewalks existing.	Compliant
§122-673 Direct Access to Major Thoroughfare	Can't traverse through or abut R1, MD, CN-SF, CN-Mid, and CN	The site only abuts CN-SF zoning	Compliant
§122-674 Street Frontage	Street frontage must meet minimum lot width; or shall have an exclusive unobstructed private easement of at least 50 feet wide linking to a street.	Meets minimum lot width	Compliant
§122-675 Traffic visibility	At driveway intersection: within a 10'x10' triangle formed by the street ROW line and the edge of the driveway. Shrubs, plantings, and low walls less than 30" in height are allowed in such triangles.	10'x10' vision triangle unobstructed.	Compliant

§122-683	PARKING Ingress & Egress	Ingress and egress to parking shall be provided by clearly defined and limited drives being a minimum of 20 feet wide for two-way traffic or 10 feet wide for one-way traffic.	Two-way ingress and egress traffic to remain on site; curb-cuts are ~25' feet in width from E. Forest.	Compliant
		No more than one curb cut on lots 100 wide or less.	The lot is greater than 100 feet in width.	Compliant
		Ingress and egress can't cross P, R1, or CN-SF land.	Ingress & egress only cross CN-SF land.	Compliant
		Parking lot driveways shall reduce vehicle headlights shining on residences.	Minimal light shining based on traffic direction.	Compliant
		Where possible, curb cuts shall be located across from existing curb cuts on opposite side of street, or shall be offset by at least 25'.	The curb cut on E. Forest is at least 25' offset from other curb cuts.	Compliant
		No curb cut for a parking lot can be closer than 50 feet to an intersection; Planning Commission can waive it to up to 20 feet from intersection.	Existing curb cuts are at least 50' from an intersection.	Compliant
	Access	5' walkway from the parking lot to parks, commercial, transit, walkways, institutions; raised/marked crosswalks within the parking lot	Buildings 1-3 can all be accessed via a 5' walkway.	Compliant
	Maneuvering Drives	Minimum driveway width of 10'. Where a turning radius is necessary, it shall be an arc that allows unobstructed vehicle flow.	Compliant	Compliant

Surfacing	Durable bonded material in accordance with accepted engineering standards, or alternative surfacing materials to minimize impervious surface and stormwater runoff.	Applicant not proposing any changes to their parking lot surfacing.	
Drainage	Graded and drained to public storm sewers or alternate. No surface water shall be permitted to drain onto adjoining properties. No surface water drainage from an off-street parking lot shall be permitted to drain across a public sidewalk.	Applicant not increasing any impervious surface, but rather decreasing them.	
Setback from Adjacent Lot	Parking areas are required to be 10' from any adjacent lot.	The parking lot at 218 E. Forest directly abuts the adjacent lot, 206 E. Forest, within 10' of the western lot line.	Existing nonconformity. The Planning Commission may condition this nonconformity to be addressed; however, staff does not recommend this due to there being very little space between the parking lot and Building 2.
Striping	For parking lots containing five or more spaces, all spaces shall be outlined with three-inch wide strips of white or yellow paint, except that barrier-free spaces shall be blue, with a symbol of compliance in blue, and signed in accordance with the State Barrier-Free Code.	The location of the proposed striping is indicated on the plans.	Compliant
Wheel Stops	For parking lots containing five or more spaces or accessory to commercial uses, wheel stops or curbing shall be provided for all parking spaces to prevent any vehicle from projecting beyond the parking lot area, bumping any wall or fence, or encroaching upon any landscaping.	Wheel stops are provided for a few spaces.	Existing nonconformity. The Planning Commission may condition this nonconformity to be addressed.

	Lighting (Parking)	With the exception of multiple-family dwellings on individual lots containing no more than four units, parking and loading facilities utilized during night-time hours shall be artificially illuminated. All such outdoor lighting shall meet the requirements of §122-609.	A photometric plan was provided.	Compliant
§122-684	Screening & Landscaping (internal)	1 tree per 8 spaces	53 surface parking spaces = 7 internal lot trees	Existing nonconformity. The Planning Commission may condition this nonconformity to be addressed.
		1 landscape island for each 16 spaces	53 spaces in a surface lot, but 2 landscape islands are provided.	Existing nonconformity. The Planning Commission may condition this nonconformity to be addressed.
		Islands w trees: 9' wide min and 160' sf Islands w 5' min walkway: 11' wide min Islands: curbed or used for stormwater	Proposed landscape island is not curbed and can be used for stormwater.	Compliant
		All aisle-ends & corners protected with curbed island	Only one aisle end is provided with an island, which is not curbed.	Noncompliant – Applicant must place a curb along the proposed island.
		3' between curb and planting (5' if vehicle overhang)	No curbing was provided and the 3' setback does not appear to be met.	Compliant
	Screening & Landscaping (perimeter)	3'-4' screen 80% opacity where visible from ROW	The height of screening is not specified.	Existing nonconformity. The Planning Commission may condition this nonconformity to be addressed.
		Landscaped areas, walls, structures, and walks shall be protected by curbing or wheel stops, as well as a distance of at least 3 feet.	The parking lot is not curbed, nor provides wheel stops for every spot.	Existing nonconformity. The Planning Commission may condition this nonconformity to be addressed.

§122-685 PARKING Dimensions	- Spaces shall be 9'x18' minimum, can be shrunk to 16' long if curb can provide 2' overhang; width shall be increased by 1' if abutting a wall - For 90 degree parking: total of one tier is no less than 40', total of two tiers is no less than 62' - May have 20% small car (8'x16', signed) - May have 10% motorcycle (5'x8', signed)	All regular spaces comply with the dimensional requirement for 9' by 18' spaces.	Compliant
§122-695 OFF-STREET LOADING	Commercial: 20,000 to 49,999 SF- 2 10'x50' loading spaces required No loading space shall be located closer than 50 feet to any R1, MD, CN-SF, CN-Mid, CN, or HHS district, unless located within a completely enclosed building or enclosed on all sides facing the district by a solid concrete or masonry wall not less than six feet in height. A truck-turning plan must be provided.	28,665 SF of commercial and institutional space. A loading area was provided east of the vacant church. Loading space within 50 ft of CN-SF. Templates provided.	Noncompliant. See the departure list. Noncompliant. See the departure list. Compliant
§122-686 BARRIER-FREE	Barrier free parking spaces must be provided in accordance with the state barrier free design requirements.	Proposed 3 spaces, with a fourth space already existing in Building 1's driveway.	Compliant

§122-691	Parking Spaces Required	Childcare Centers: 1 off-street parking space per caregiver required to staff facility at the state-licensed capacity, plus 1 space for every 20 children the facility is licensed to care for. Community Center: 1 for each 500 square feet of usable floor area, excluding area devoted to storage. Section 122-692(g) – Halve parking requirements in walkable urban districts. 28 spaces required.	The applicant increases their parking spaces from 51 to 53 parking spaces with the proposal. Parking calcs show 55 are required without regard to 122-692(g) Applicant provides 52 parking spaces in one lot and an additional ADA space at 202 E. Forest.	Noncompliant. See the departure list.
§122-693	Bicycle spaces	1 per 5 motor spaces, a minimum of 2 = minimum of 11 bicycle spaces required.	12 bike spaces provided	Compliant.
§122-692	Parking discounts	Transit	No reduction	Applicant not within 500' of a transit stop. No parking reductions.
		Car Sharing and Carpooling Spaces	None provided.	No parking reductions.
		EV Charging: 2 space reduction for every 1 EV charging space	No EV spaces provided.	No parking reductions.
		Bicycle	1 space per 4 covered, secure bicycle spaces. 27 covered bicycle spaces provided.	No parking reductions.
		PC discretion, special circumstances not listed above	Up to 20% waiver	Up to 6 space reduction may be granted by PC with finding that there is a special circumstance. Staff does not recommend this reduction.
		Walkable Urban Districts	Up to 50% waiver	27 space reduction.
		Total Reductions		0 provided, 27 space reduction required.

Items to be addressed:

- Applicant must provide tree planting details to ensure compliance with Division 3 and Section 122-675.
- Applicant must clarify the size of the off-street loading zone.
- Applicant must place a curb along the proposed island.

ENGINEERING & STORMWATER

§122-311(f), §122-311(g)

(6) Adequate services and utilities including sanitary sewers shall be available or provided, with sufficient capacity to properly serve the development. Appropriate measures will be taken to ensure that site drainage will not adversely affect adjoining properties or the capacity of the public storm drainage system, or nearby bodies of water. Provisions shall be made to accommodate stormwater and prevent soil erosion. All stormwater management facilities, including but not limited to storm sewers and detention/retention facilities, shall be designed in accordance with the "Rules of the Washtenaw County Water Resources Commissioner," together with any special provisions established by the city.

(7) Natural resources will be protected to the maximum feasible extent. The proposed development will not cause soil erosion or sedimentation problems, and will respect floodways or floodplains on or in the vicinity of the subject property.

Items to be addressed:

Engineering is not required.

SCREENING §122-311(h)

"The site plan shall provide reasonable visual and sound privacy for all dwelling units on or adjacent to the property. Fences, walks, barriers, and landscaping shall be used, as appropriate, for protection and enhancement of the property. All outdoor storage of materials, loading and unloading areas, and refuse containers shall be screened or located so as not to be a nuisance. Outdoor lighting shall be shielded so as to not adversely affect neighboring properties or traffic on adjacent streets."

Figure 9: Screening

ORDINANCE REFERENCE	REQUIRED	PROPOSED	COMMENTS
122-608 Trash Receptacles and Dumpsters	Any new or altered commercial use, including residential uses with three or more units, which requires zoning compliance review and has an outdoor trash storage area must comply with the following requirements: All trash storage areas must be on a paved pad, and must be screened with an enclosure at least one (1) foot taller than the dumpster. Where a dumpster is the primary means of collecting refuse, the trash storage area must be on a concrete pad, and screened with an enclosure at least six feet in height. The enclosure must be of a solid brick or masonry wall on three sides with an 80% opacity wooden swing door on the fourth side.	A dumpster enclosure has been provided; however, no dumpster height and dumpster enclosure details are provided.	Applicant must provide dumpster height to ensure compliance with Section 122-608.

ORDINANCE REFERENCE	REQUIRED	PROPOSED	COMMENTS
§122-631 Landscape plan	Includes planting locations and details for each plant type Includes locations and details for all trees to remain on site Planting details Identification of landscape maintenance program	Planting locations of existing and proposed planting are shown. Some discrepancies exist between tables and existing landscaping. Applicant does not provide planting details.	Noncompliant - Applicant must address discrepancies and lack of planting details.
§122-634 Screening of Conflicting Uses	Screening of consisting of a wall, fence, or landscape buffer of at least 6' in height shall be provided when a non-residential use abuts a property where a residential use occupies the first floor of the principal structure.	No screening proposed.	Existing nonconformity. The Planning Commission may condition this nonconformity to be addressed.
§122-636 Street Trees	1 tree per 30' of lineal frontage, centered between sidewalk and back of curb: E. Forest: ~332 Ft = 12 street trees.	1 street tree existed, and 7 new street trees were proposed. All tree species must be reviewed and approved by the Department of Public Services (DPS).	Existing nonconformity. The Planning Commission may condition this nonconformity to be addressed.
§122-638 Site Landscaping	10% of the total site shall be landscaped	32.9%	Compliant

Items to be addressed:

- Applicant must provide a dumpster and dumpster enclosure compliant with Section 122-608.
- Applicant must address discrepancies and the lack of planting details.

OTHER DEPARTMENT AND AGENCY APPROVALS

§122-311(j)

"Site plans shall conform to all applicable requirements of state and federal statutes, including health and pollution laws, fire or explosion hazards, toxic and hazardous materials, and barrier-free requirements. Site plan approval may be conditioned on the applicant receiving necessary county, state, or federal permits before a local building permit or occupancy permit is granted."

HISTORIC DISTRICT

Applicant to obtain HDC approval for any work on the exterior of the building(s) and permanent site elements.

DEPARTMENT OF PUBLIC SERVICES

Provide information on proposed stormwater management.

FIRE DEPARTMENT

Ensure there are two access pathways on separate planes of the roof no less than 36 inches wide from the gutter to the ridge. If the applicant wishes to have more solar panels, they will need to request a variance from the fire department.

MASTER PLAN CONSIDERATIONS

§122-311(k)

"An objective of site plan review shall be to protect and promote public health, safety, sustainability and general welfare. It is also the intent of site plan review to improve the quality of existing developments as they are expanded, contracted, or redeveloped in keeping with sound site development standards of this chapter and city master plan."

See the Planned Unit Development Standards for Approval section of this review which discusses Master Plan compliance.

RECOMMENDED APPROVAL MOTION: ADAPTIVE REUSE PLANNED UNIT DEVELOPMENT

Motion to recommend City Council **approve** the adaptive reuse planned unit development for 202, 206, and 218 E. Forest Avenue, with parcel IDs as noted in the staff report, with the following findings and conditions:

Findings:

1. The application, site plan, and land use comply with §122-311, 122-702, 122-703, and 122-706
2. The Planning Commission approves the departures listed in Figure 5 of this report.

Conditions:

1. The applicant shall obtain Department of Public Services approval for any right-of-way work as proposed by the project.
2. The applicant shall obtain Fire Department approval of the site plans.
3. The applicant shall obtain HDC approval for any work on the exterior of the building(s) and permanent site elements.
4. Staff can approve a performance guarantee for the phasing plan.
5. Applicant shall provide dumpster height details to ensure compliance with Section 122-608.
6. The applicant shall clarify the size of and provide a compliant loading zone space.
7. Applicant shall address discrepancies in the landscaping plan.
8. Applicant shall provide tree planting details to ensure compliance with Division 3 and Section 122-675.
9. Any new and existing landscaping is to be maintained in good condition by the owner.
10. Applicant shall place a curb along the proposed landscape island.
11. A PUD agreement shall be reviewed and approved by the City Council before engineering and building permit review. The PUD agreement may specify terms and details related to performance, logistical, and

administrative items including but not limited to: performance guarantees, waste management, changes to the site or uses, construction staging, project completion timelines, items documented on the site plans themselves, and approval requirements for City departments.

Joshua Burns
City Planner, City of Ypsilanti

CC File
 Applicant



**CITY OF YPSILANTI
PLANNING COMMISSION MEETING
DRAFT ACTION MINUTES
Wednesday, August 21st 2024 @ 7:00 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197**

I. Call to Order | 7:02 PM

II. Roll Call

Matt Dunwoodie, Chair - Present
Micheal Simmons, Vice-Chair – Present
Mike Davis Jr. – Present
Phil Hollifield – Present
Amanda Smith – Excused Absence
Carl Scheir – Excused Absence
Brian Jones-Chance – Present
Michelle Marin – Present

Excused absences acknowledged. Motion to approve.

--Moved by Jones-Chance. Seconded by Hollifield Yays – 6, Nays – 0, motion carries

III. Agenda Approval

August 2024 Regular Meeting Agenda

Motion to approve the August 2024 agenda.

--Moved by Simmons. Seconded by Hollifield. Yays - 6, Nays - 0, motion carries

IV. Approval of Minutes

Motion to Approve the June 2024 Meeting Minutes

--Moved by Hollifield. Seconded by Jones-Chance. Yays - 6, Nays - 0, motion carries

Motion to Approve the July 2024 Meeting Minutes

--Moved by Jones-Chance Seconded by Hollifield. Yays - 6, Nays - 0, motion carries

V. Public Comments

Motion to open public comments to the Planning Commission.

--Moved by Simmons. Seconded by Jones-Chance. Yays - 6, Nays -0, motion carries

Maurice Jordan (Deacon at Second Baptist Church, Ypsilanti)

Jordan spoke on the constitutionality of the monochrome text requirement in the proposed EMB ordinance. He asks if the Planning Commission is choosing to ignore the advice of the City Attorney to keep this language in the proposed ordinance or was it an oversight.

Motion to close public comments to the Planning Commission.

--Motion made by Jones-Chance. Seconded by Simmons. Yays – 6, Nays – 0, motion carries.

VI. Committee Reports

Non-Motorized Advisory Committee (NMAC)

Commissioner Davis Jr. (PC Liaison to NMAC)

Davis Jr. touches on the bylaws that were recently adopted by NMAC. He discusses conversations happening in NMAC and its role within the City. He also brings up the NMAC table that will be at the Parkridge Festival this weekend (08/24).

VII. Presentations

VIII. Old Business

Public Hearing: Electronic Messaging Board Ordinance

Staff provided a brief presentation on the changes to the ordinance that have occurred since the July 2024 Planning Commission Meeting. Staff notes that the maximum size requirement for freestanding permanent signs has been increased from the 24 sq ft proposed last month to 36 sq ft. Staff mentioned that they did not receive any indication that Planning Commission wishes to remove the monochrome text language in the proposed language. Staff points out that if the Planning Commission decides to approve this language, it would then go to the City Council for its second reading.

Motion to open public comments to the Planning Commission for the Public Hearing.

--Motion made by Simmons. Seconded by Hollifield. Yays – 6, Nays – 0, motion carries.

No comments occurred.

Motion to close public comments to the Planning Commission for the Public Hearing.

--Motion made by Jones-Chance. Seconded by Simmons. Yays – 6, Nays – 0, motion carries.

Planning Commission Discussion

Commissioner Dunwoodie

Commissioner Dunwoodie discusses the content neutrality of the monochrome text requirement in the ordinance. He states that Commissioner Smith was under the impression that the memo indicated restricting the sign to one color and prohibiting images would be unconstitutional. From Dunwoodie's understanding, restricting one color and prohibiting images would not be difficult to justify. Dunwoodie feels keeping the monochrome text language isn't moderating content.

Commissioner Marin

Commissioner Marin thinks the attorney's memo has a grammatical error, which is what is confusing the Planning Commission regarding the memo. Marin agrees keeping the monochrome text language is content-neutral.

Commissioner Davis Jr.

Commissioner Davis Jr. believes the monochrome text language is content-neutral; however, if it is found to not be content-neutral, then the Planning Commission can change the language.

Commissioner Marin

Commissioner Marin mentioned that she thought the Planning Commission was going to get rid of the language about using the existing area, instead using 50% of the existing sign area that's permitted for freestanding as a way to calculate the maximum sign area.

Commissioner Dunwoodie

Dunwoodie mentions the question is whether the 50 limit is intended to apply to limiting the size of an electronic message board relative to the allowed size of a sign in that district, or whether we are talking about the area of that sign that is allowed to be used for electronic messaging. He then states from his notes from last month's meeting that the language would maximize that area at 50% of the zoning district's maximum area for free-standing or building-mounted signs which would be more restrictive for the core neighborhood.

Commissioner Jone-Chance

Commissioner Jones-Chance does not see the point in requiring the EMB to be 50% of the total sign because if someone wants a larger EMB, they shouldn't have to build a larger sign to have a larger EMB.

Commissioner Marin

Commissioner Marin believes we need the 50% requirement because if this language is removed, then someone could have a 36 sq ft EMB in the Core Neighborhood district. Marin believes this language accomplishes the goal of the City Council.

Commissioner Simmons

Commissioner Simmons asks what the difference is between D.1 and D.2.

Staff clarified D.1 would be residential uses, and D.2 would be nonresidential uses.

Motion to recommend City Council approve the proposed text amendment to Sections 122-417, 122-422, 122-427, 122-432, 122-442, 122-447, 122-452, 122-462, 122-664, and 122-665 with the following findings:

1. The proposed amendment is consistent with the guiding values of the Master Plan;
2. The proposed amendment is consistent with the intent of this Zoning Ordinance;
3. The proposed amendment will enhance the functionality, transportation network or character of the future development in the City;
4. The proposed amendment will preserve the historic nature of the surrounding area and of the City;
5. The proposed amendment will enhance the natural features and environmental sustainability of the City;
6. The proposed amendment will protect the health, safety, and general welfare of the public;
7. The proposed amendment will address a community need in physical or economic conditions or development practices;
8. The proposed amendment will not result in the creation of significant nonconformities in the City.

--Motion made by Jones-Chance. Seconded by Hollifield. Yays – 6, Nays – 0, motion carries.

Matt Dunwoodie, Chair - Support

Micheal Simmons, Vice-Chair – Support

Mike Davis Jr. – Support

Phil Hollifield – Support

Brian Jones-Chance – Support

Michelle Marin – Support

IX. New Business

Public Hearing: Highscope Adaptive Reuse Planned Unit Development (PUD)

Staff provided a presentation going over the proposed development, specifically pointing out the nonconformities, the PUD departures requested, and the future phasing on the proposed PUD.

Planning Commission Questions for Staff

Commissioner Dunwoodie

Commissioner Dunwoodie asks about private assembly uses in the CN-SF zoning district. Dunwoodie does not agree with staff's interpretation.

--Staff mention they would classify uses such as religious institution as a private assembly use, and that this has been the staff interpretation historically.

Dunwoodie mentions that the adaptive reuse PUD would allow for the use to exist within the CN-SF district.

Dunwoodie asked for further clarification on each of the building's uses and whether or not the entire site is being considered in the review or just for 218 E. Forest.

--Staff clarify that the entire site (202, 206, and 218 E. Forest) is being considered in the review.

Commissioner Marin

Commissioner Marin asks if there will be a requirement for the applicant to combine the parcels. Marin believes that these parcels need to be combined.

--Staff mentions that lot combination could be a condition of approval if PC would like.

Planning Commission Questions for Applicant

Seth Penchansky (Architect for Highscope)

Seth mentions that he has been working on a master plan for Highscope. He provides a presentation on the proposed use.

Commissioner Marin

Commissioner Marin asks if the reason they want to have more parking is because they are expecting to be a regional draw rather than a community sort of base.

--Seth claims this use may draw in people throughout Washtenaw County, but does not expect it to draw many people outside of Washtenaw County.

Marins asks about 219 Oak Street and the parking lot that is effectively connected to the parking lot at 218 E. Forest. She asks why this is not part of the PUD.

--Seth states the parking at the 219 Oak Street parking lot is for the staff at 600 N. River, and that the parking lot at 218 E. Forest ultimately services 202, 206, and 218 E. Forest. Seth also states the master plan for Highscope 5 years ago showed the removal of the parking lot at 218 E. Forest.

Marin asked if the main vehicular access to the site will be through Maple Court. Additionally, she asks how this will impact traffic on Maple Court.

--Seth mentions that a majority of vehicular access to 218 E. Forest is done through the ingress/egress to E. Forest. Seth also mentions that access to Maple Court will increase accessibility to the Fire Department.

Commissioner Dunwoodie

Dunwoodie asked Commissioner Marin what she thinks would improve traffic flow on the site. Commissioner Marin believes adding wheel stops would provide visual cues to drivers to ensure they are not regularly accessing Maple Court.

Commissioner Marin

Marin asked if the applicant has been in contact with the neighbors at 304 E. Forest.

--Seth mentions that he believes Highscope has been in contact with the neighbors.

Motion to open public comments to the Planning Commission for the Public Hearing.

--Motion made by Jones-Chance. Seconded by Simmons. Yays – 6, Nays – 0, motion carries.

No comments occurred.

*Motion to close public comments to the Planning Commission for the Public Hearing.
--Motion made by Jones-Chance. Seconded by Simmons. Yays – 6, Nays – 0, motion carries.*

Planning Commission Discussion

Commissioner Dunwoodie

Commissioner Dunwoodie believes the applicant does not need 2 loading zones as required per the zoning ordinance, and he believes that the departure requesting 1 makes sense. Commissioner Marin agrees.

Dunwoodie believes the departure regarding having more parking spaces than what the ordinance allows is compelling due to the parking lot currently existing and the proposed use of the PUD.

Commissioner Marin

Commissioner Marin raises concerns over the open usable space and mentions that the ordinance is not very clear regarding what open usable space means. She does point out that the existing parking lot currently is a sea of impervious surface. She mentions that due to the proposed landscaping being slim, allowing the applicant to have more parking does not achieve the open space requirement.

Commissioner Dunwoodie

Commissioner Dunwoodie believes requiring more green space may negatively impact the connectivity of the site.

Dunwoodie further asks for clarification as to whether or not we are approving all three phases or just phase 1.

--Staff mentions we are only approving phase 1.

Commissioner Marin

Commissioner Marin asked if 202 and 206 E. Forest have individual special use permits for childcare centers.

--Staff mentions that they both received their special use approvals back in 2022.

Commissioner Jones-Chance

Commissioner Jones-Chance mentions that the parking lot is already paved, so the parking space requirements from the zoning ordinance makes sense.

Commissioner Dunwoodie

Dunwoodie wants the Planning Commission to discuss the nonconformities on the site than the Planning Commission can wish to address.

Dunwoodie mentions that he is not very concerned about the parking lot setback being nonconforming considering that parking lot services 206 E. Forest

Commissioner Marin

Commissioner Marin mentions that she would not have a problem with the light pole being as tall as it is if the color temperature of the light was lower.

Commissioner Simmons

Commission Simmons asks what's the difference between a 16' pole vs a 25' pole.

--Staff mentions the 25' pole would allow for light to spread further depending on the shielding; however, staff also points out that the photometric plan shows the applicant not exceeding the maximum footcandle amount at the property line.

Commissioner Jones-Chance

Commissioner Jones-Chance does not see why we would require the applicant to decrease the height of the light pole if the applicant isn't exceeding the footcandle maximum at the property line.

Commissioner Marin and Davis Jr.

Commissioners Marin and Davis Jr. would like to see the color temperature of lighting decreased. Commissioner Davis Jr. also mentions that the lighting ordinance needs to be changed to consider color temperature.

Commissioner Dunwoodie

Commissioner Dunwoodie mentioned that wheel stops must be included for all parking spaces in parking lots greater than 5 spaces, and so Planning Commission should ask the applicant to address this nonconformity. Commissioner Davis Jr. and Marin agree.

Commissioner Jones-Chance

Commissioner Jones-Chance asks why staff did not require the applicant to include wheel stops for each space.

--Staff mention that this is an existing nonconformity, and if the Planning Commission would like the applicant to include wheel stops for each space, then they can make that a condition of approval.

Commissioner Dunwoodie and Marin

Commissioner Dunwoodie discusses the street tree nonconformity. Him and Commissioner Marin mention that 12 seems like a lot, so 7 seems fine. Commissioner Marin would like the caliper of the proposed street trees be larger and changed to 4".

Commissioner Dunwoodie does not see the value of requiring more landscape island. Marin believes the Planning Commission should require more landscape islands.

Commissioner Simmons

Commissioner Simmons mentions that 202, 206, and 218 E. Forest have always shared the parking lot, so he wonders what the nonconformities are.

--Staff mentions the lack of landscape islands, lack of parking lot trees, lack of wheel stops, the excessive parking, etc. is what makes this parking lot nonconforming.

Commissioner Marin

Commissioner Marin mentions she believes the lots should be combined if each of the sites proposed in the PUD are relying on each other for parking and open space requirements.

Commissioner Jones-Chance

Commissioner Jones-Chance does not see the benefit of conditioning lot combinations and that the applicant can just update their parking agreement.

Commissioner Marin

Commissioner Marin mentions the parking agreement would have to be updated if the City approves the PUD. She points out that if the applicant at some point chooses to sell one of the properties within the PUD the parking agreement would then be voided, so conditioning lot combination for approval would alleviate this problem.

Commissioner Davis Jr.

Commissioner Davis Jr. mentions that requiring the lot combination could mitigate any downside risks.

Motion to recommend City Council approve the adaptive reuse planned unit development for 202, 206, and 218 E. Forest Avenue, with parcel IDs as noted in the staff report, with the following findings and conditions:

Findings:

1. The application, site plan, and land use comply with §122-311, 122-702, 122-703, and 122-706
2. The Planning Commission approves the departures listed in Figure 5 of this report.

Conditions:

1. The applicant shall obtain Department of Public Services approval for any right-of-way work as proposed by the project.
2. The applicant shall obtain Fire Department approval of the site plans.
3. The applicant shall obtain HDC approval for any work on the exterior of the building(s) and permanent site elements.
4. Staff can approve a performance guarantee for the phasing plan.
5. Applicant shall provide dumpster height details to ensure compliance with Section 122-608.
6. The applicant shall clarify the size of and provide a compliant loading zone space.
7. Applicant shall address discrepancies in the landscaping plan.
8. Applicant shall provide tree planting details to ensure compliance with Division 3 and Section 122-675.
9. Any new and existing landscaping is to be maintained in good condition by the owner.
10. Applicant shall place a curb along the proposed landscape island.
11. A PUD agreement shall be reviewed and approved by the City Council before engineering and building permit review. The PUD agreement may specify terms and details related to performance, logistical, and administrative items including but not limited to: performance guarantees, waste management, changes to the site or uses, construction staging, project completion timelines, items documented on the site plans themselves, and approval requirements for City departments.
12. The applicant shall add wheel stops to all parking spaces in compliance with Section 122-683(j).
13. The applicant shall reduce the color temperature of pole mounted lights to 2,700 Kelvin.

14. The applicant shall increase the diameter of the 7 proposed street trees to 4 inch calipers.
15. The applicant shall add one additional landscape island.
16. The applicant shall pursue lot combinations for the 3 subject parcels.

--Motion made by Marin. Seconded by Davis Jr. Yays – 4, Nays – 2, motion carries.

Matt Dunwoodie, Chair - Oppose

Micheal Simmons, Vice-Chair – Support

Mike Davis Jr. – Support

Phil Hollifield – Oppose

Brian Jones-Chance – Support

Michelle Marin – Support

*Commissioner Hollifield opposed because he does not support the lot combination. He does not see it making much of a difference.

*Commissioner Dunwoodie opposed for the same reason as Hollifield, but also believes the same justification applies to the conditions requiring an additional landscape island and to the lighting temperature.

Community Benefits Ordinance

Staff provided a brief explanation of City's Council's desire to receive input from members of the City's Boards and Commissions regarding the proposed Community Benefits Ordinance. Staff directed the Planning Commission to provide all comments by no later than August 26th.

X. Public Comments

Motion to open public comments to the Planning Commission.

--Motion made by Jones-Chance Seconded by Simmons. Yays – 6, Nays – 0, motion carries.

No comments occurred.

Motion to close public comments to the Planning Commission.

--Motion made by Jones-Chance. Seconded by Hollifield. Yays – 6, Nays – 0, motion carries.

XI. Adjournment | 09:52 pm

Motion to adjourn.

--Motion made by Jones-Chance. Seconded by Hollifield. Yays – 6, Nays – 0, motion carries.

**Note: The August 21st, 2024, Planning Commission Meeting Recording Can Be Viewed on The City's YouTube Channel.*



REQUEST FOR LEGISLATION
October 1, 2024

For: Mayor and City Council

From: Joshua Burns, City Planner

Subject: Resolution No. 2024-217 Adopting Ordinance No. 1440 entitled "Electronic Message Board Signs" upon Second and Final Reading.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval upon Second and Final Reading

ATTACHMENTS:

1. Abridged RFL_EMBs for Ord 2nd Reading
2. 2024 03 14 Staff report-ZTA-EMBs
3. 21 August 2024 - Draft Minutes

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: October 1, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



17 September 2024

FOR Mayor and City Council
FROM Joshua Burns, City Planner
SUBJECT Zoning Text Amendment | Electronic Message Board Signs

SUMMARY & BACKGROUND:

The City of Ypsilanti is committed to improving our zoning systems and encouraging sensible regulations that ensure harmony between residential and non-residential uses. The purpose of this zoning text amendment is to update provisions for EMB signs in a sensible manner while ensuring that the neighboring uses, properties, and traffic concerns are adequately addressed. This proposed amendment was taken up by the Planning Commission following a recommendation by the Zoning Board of Appeals to place this on a Planning Commission agenda for further consideration.

The Zoning Board of Appeals reviewed a variance request for an EMB sign at their December 6, 2023, meeting. This EMB sign variance was applied for by Second Baptist Church of Ypsilanti and was intended to be placed near the northwest corner of the building, facing the corner of South Hamilton and Catherine Streets. The ZBA did not find that the variance met the standards for practical difficulty and thus denied the request. Separate from the finding of practical difficulty and the technical denial of the variance, the ZBA was, in summary, interested in the arguments made by the applicant in terms of meeting a community need. The ZBA was also cognizant that, if approved, many conditions would likely be placed on the sign to prevent a nuisance. A ZBA member stated, in summary, "I do not believe it is in the purview of this board to start rewriting code, and any parameters that we put on this sign is essentially what we would be doing." This sentiment was seemingly accepted by all three members of the Board present. Then, the ZBA recommended by motion, that the Planning Commission review the EMB sign prohibition in the zoning ordinance. At the December 20, 2023, meeting, staff introduced this item to the Planning Commission.

At the January 17, 2024, meeting, staff and the Planning Commission engaged in a policy discussion regarding how EMBs could potentially be regulated. Among the considerations, they discussed the location, sign type, message change timeframes, animation, lighting, color, maximum area, time of day permitted, and malfunction mitigation. A public hearing on the amendment was held during the March meeting and the Planning Commission recommended adoption by the City Council

unanimously. It then went before the City Council on May 14th, where it was tabled, and the Council delegated the Planning Commission to rereview the size limitations for EMBs at their scheduled May 15th meeting.

At the May 15th meeting, the Planning Commission directed staff to compose a memorandum informing the City Council of their intention to thoroughly reassess the size requirements of EMBs. In response to the memorandum sent to the City Council following the May 15th Planning Commission meeting, the City Council decided to table their discussion of the ordinance until the Planning Commission has had a chance to thoroughly review the proposed ordinance. The Planning Commission further discussed EMBs during the June meeting and directed staff to make some changes to the proposed ordinance, one of which increases the square footage for permanent freestanding signs in the non-residential Core Neighborhood category to 24 square feet. After the July meeting, the Planning Commission directed staff to increase the square footage for permanent freestanding signs in the non-residential Core Neighborhood category to 36 square feet. The Planning Commission then held another public hearing during their August meeting to ensure that all sections of the zoning ordinance affected would be properly publicly noticed. They then recommended the adoption of the language proposed in July by the City Council.

Following the Planning Commission's recommendation, staff has publicly noticed the proposed language for the City Council's September 17th meeting. Staff recommend that the City Council conduct a first reading of the proposed language due to the changes found in this language.

RECOMMENDED ACTION

The Planning Commission recommends City Council approve the proposed text amendment to the sections of the ordinance listed as "exhibit A" with the following findings:

1. The proposed amendment is consistent with the guiding values of the Master Plan;
2. The proposed amendment is consistent with the intent of this Zoning Ordinance;
3. The proposed amendment will enhance the functionality, transportation network or character of the future development in the City;
4. The proposed amendment will preserve the historic nature of the surrounding area and of the City;
5. The proposed amendment will enhance the natural features and environmental sustainability of the City;
6. The proposed amendment will protect the health, safety, and general welfare of the public;
7. The proposed amendment will address a community need in physical or economic conditions or development practices;
8. The proposed amendment will not result in the creation of significant nonconformities in the City.

ATTACHMENTS –

Resolution, Ordinance, Planning Commission Minutes, Planning Commission Staff Report

CITY MANAGER APPROVAL

COUNCIL AGENDA DATE

MANAGER COMMENTS –

FISCAL SERVICES DIRECTOR APPROVAL

Exhibit A

The following sections of the Ordinance are proposed to be amended.

- Article IV, Division 2, Subdivision I, Section 122-417.g (Park District- P) Non-use and Dimensional Requirements
- Article IV, Division 2, Subdivision II, Section 122-422.d.1 (Single-Family Residential District- R1) Non-use and Dimensional Requirements
- Article IV, Division 2, Subdivision II, Section 122-422.d.2 (Single-Family Residential District- R1) Non-use and Dimensional Requirements
- Article IV, Division 2, Subdivision III, Section 122-427.d (Multiple Dwelling Residential District- MD) Non-use and Dimensional Requirements
- Article IV, Division 2, Subdivision IV, Section 122-432.d.1 (Production, Manufacturing and Distribution District- PMD) Non-use and Dimensional Requirements
- Article IV, Division 2, Subdivision IV, Section 122-432.d.2 (Production, Manufacturing and Distribution District- PMD) Non-use and Dimensional Requirements
- Article IV, Division 3, Subdivision I, Section 122-442.d.1 (Core Neighborhoods- CN, CN-Mid, CN-SF) Non-use and dimensional requirements for site improvements not regulated by building type
- Article IV, Division 3, Subdivision I, Section 122-442.d.2 (Core Neighborhoods- CN, CN-Mid, CN-SF) Non-use and dimensional requirements for site improvements not regulated by building type
- Article IV, Division 3, Subdivision II, Section 122-447.d.1 (Center- C) Non-use and dimensional requirements for site improvements not regulated by building type
- Article IV, Division 3, Subdivision II, Section 122-447.d.2 (Center- C) Non-use and dimensional requirements for site improvements not regulated by building type
- Article IV, Division 3, Subdivision III, Section 122-452.d.1 (Corridors- HC, NC, GC) Non-use and dimensional requirements for site improvements not regulated by building type.
- Article IV, Division 3, Subdivision III, Section 122-452.d.2 (Corridors- HC, NC, GC) Non-use and dimensional requirements for site improvements not regulated by building type.
- Article IV, Division 3, Subdivision IV, Section 122-462.d.1 (Health and Human Services- HHS) Non-use and dimensional requirements for site improvements not regulated by building type.
- Article IV, Division 3, Subdivision IV, Section 122-462.d.2 (Health and Human Services- HHS) Non-use and dimensional requirements for site improvements not regulated by building type.
- Article VI, Division 5, Section 122-664 Prohibited Signs
- Article VI, Division 5, Section 122-665 Sign Design Standards

City of Ypsilanti
Notice of Adopted Ordinance
Ordinance No. 1440

An Ordinance Entitled *Electronic Message Board Signs*

THE CITY OF YPSILANTI ORDAINS that the Zoning Text Amendment provision in the zoning ordinance to permit Electronic Message Board signs in the CN-SF, CN-Mid, CN, Center, HC, GC, and NC Zoning Districts with corresponding regulations to protect neighboring properties and traffic from visual distractions and/or glare.

This zoning text amendment applies to

- Article IV, Division 2, Subdivision I, Section 122-417.g (Park District- P) Non-use and Dimensional Requirements
- Article IV, Division 2, Subdivision II, Section 122-422.d.1 (Single-Family Residential District- R1) Non-use and Dimensional Requirements
- Article IV, Division 2, Subdivision II, Section 122-422.d.2 (Single-Family Residential District- R1) Non-use and Dimensional Requirements
- Article IV, Division 2, Subdivision III, Section 122-427.d (Multiple Dwelling Residential District- MD) Non-use and Dimensional Requirements
- Article IV, Division 2, Subdivision IV, Section 122-432.d.1 (Production, Manufacturing and Distribution District- PMD) Non-use and Dimensional Requirements
- Article IV, Division 2, Subdivision IV, Section 122-432.d.2 (Production, Manufacturing and Distribution District- PMD) Non-use and Dimensional Requirements
- Article IV, Division 3, Subdivision I, Section 122-442.d.1 (Core Neighborhoods- CN, CN-Mid, CN-SF) Non-use and dimensional requirements for site improvements not regulated by building type
- Article IV, Division 3, Subdivision I, Section 122-442.d.2 (Core Neighborhoods- CN, CN-Mid, CN-SF) Non-use and dimensional requirements for site improvements not regulated by building type
- Article IV, Division 3, Subdivision II, Section 122-447.d.1 (Center- C) Non-use and dimensional requirements for site improvements not regulated by building type
- Article IV, Division 3, Subdivision II, Section 122-447.d.2 (Center- C) Non-use and dimensional requirements for site improvements not regulated by building type
- Article IV, Division 3, Subdivision III, Section 122-452.d.1 (Corridors- HC, NC, GC) Non-use and dimensional requirements for site improvements not regulated by building type.
- Article IV, Division 3, Subdivision III, Section 122-452.d.2 (Corridors- HC, NC, GC) Non-use and dimensional requirements for site improvements not regulated by building type.
- Article IV, Division 3, Subdivision IV, Section 122-462.d.1 (Health and Human Services- HHS) Non-use and dimensional requirements for site improvements not regulated by building type.
- Article IV, Division 3, Subdivision IV, Section 122-462.d.2 (Health and Human Services- HHS) Non-use and dimensional requirements for site improvements not regulated by building type.
- Article VI, Division 5, Section 122-664 Prohibited Signs
- Article VI, Division 5, Section 122-665 Sign Design Standards

Section 122-417.g (Park District- P) Non-use and Dimensional Requirements (New Language)	
Electronic Message Board Signs	Not Permitted
Section 122-422.d.1 (Single-Family Residential District- R1) Non-use and Dimensional Requirements (New Language)	
Electronic Message Board Signs	Not Permitted

Section 122-422.d.2 (Single-Family Residential District- R1) Non-use and Dimensional Requirements. (New Language)			
Electronic Message Board Signs		Not Permitted	
Section 122-427.d (Multiple Dwelling Residential District- MD) Non-use and Dimensional Requirements (New Language)			
Electronic Message Board Signs		Not Permitted	
Section 122-432.d.1 (Production, Manufacturing and Distribution District- PMD) Non-use and Dimensional Requirements (New Language)			
Electronic Message Board Signs		Not Permitted	
Section 122-432.d.2 (Production, Manufacturing and Distribution District- PMD) Non-use and Dimensional Requirements (New Language)			
Electronic Message Board Signs		Not Permitted	
Section 122-442.D.1 (Core Neighborhoods- CN, CN-Mid, CN-SF) Non-use and dimensional requirements for site improvements not regulated by building type. (New Language)			
Electronic Message Board Signs		Not Permitted	
Section 122-442.D.2 (Core Neighborhoods- CN, CN-Mid, CN-SF) Non-use and dimensional requirements for site improvements not regulated by building type. (New Language)			
Electronic Message Board Signs (Permanent)	Must comply with all requirements for Electronic Message Board Signs in Section 122-665		Permit Required
Section 122-442.D.2 (Core Neighborhoods- CN, CN-Mid, CN-SF) Non-use and dimensional requirements for site improvements not regulated by building type. (New Language)			
Freestanding Signs (Permanent)	Maximum Area	36 sf	Permit Required
Section 122-447.D.1 (Center- C) Non-use and dimensional requirements for site improvements not regulated by building type. (New Language)			
Electronic Message Board Signs		Not Permitted	
Section 122-447.D.2 (Center- C) Non-use and dimensional requirements for site improvements not regulated by building type. (New Language)			
Electronic Message Board Signs (Permanent)	Must comply with all requirements for Electronic Message Board Signs in Section 122-665		Permit Required
	Building-mounted only		
Section 122-452.D.1 (Corridors- HC, NC, GC) Non-use and dimensional requirements for site improvements not regulated by building type. (New Language)			
Electronic Message Board Signs		Not Permitted	
Section 122-452.D.2 (Corridors- HC, NC, GC) Non-use and dimensional requirements for site improvements not regulated by building type. (New Language)			
Electronic Message Board Signs (Permanent)	Must comply with all requirements for Electronic Message Board Signs in Section 122-665		Permit Required
Section 122-462.d.1 (Health and Human Services- HHS) Non-use and dimensional requirements for site improvements not regulated by building type. (New Language)			
Electronic Message Board Signs		Not Permitted	
Section 122-462.d.2 (Health and Human Services- HHS) Non-use and dimensional requirements for site improvements not regulated by building type. (New Language)			
Electronic Message Board Signs		Not Permitted	
Section 122-664. Prohibited Signs			
The following signs are prohibited in all zoning districts:			
a) Unsafe signs. When any sign or sign structure becomes insecure, in danger of falling, or otherwise unsafe, or if any sign or sign structure shall be unlawfully installed, erected, or maintained in violation of any of the provisions of this chapter, or prohibited signs, it shall be considered a nuisance per se. The owner or lessee shall, upon receipt of written notice of the			

building official, immediately in the case of an unsafe sign make such sign conform to the provisions of this article or shall remove it. If, after ten days, the notice is not complied with, the building official may remove such sign at the expense of the owner or lessee after having obtained an order from the administrative hearings bureau. The cost, including actual attorney fees, shall be assessed against the property as provided in Article VIII of the City Charter.

b) Prohibited signs

- 1) Animated Signs.
- 2) Portable Signs, not including sidewalk signs.
- 3) Signs mounted upon a roof.
- 4) Signs containing obscene material. Signs containing symbols that area or purports to be an imitation of or resembles a traffic control device or that attempts to direct the movement of traffic.
- 5) Mechanical Signs.
- ~~6) Sign, electronic message, excepting digital billboards.~~
- 7) Signs not specifically permitted under the sections of this chapter.
- 8) Signs with less than six feet horizontal clearance or 12 feet vertical clearance from overhead electrical conductors which are energized in excess of 250 volts.

Section 122-665(c) Sign Design Standards (New Language)

(C) Electronic Message Board Signs. Building Mounted Signs and Freestanding signs may include an Electronic Message Board, subject to the following:

- 1) Required Area, Height, and Setbacks. The maximum area for an electronic message board sign shall be no greater than 50% of the zoning district's maximum area for freestanding or building-mounted signs. The maximum height and minimum setbacks shall comply with the zoning district's allowances for freestanding or building-mounted signs.
- 2) Maximum Number. No more than one electronic message board sign shall be located on a single lot of land.
- 3) Change of message shall not occur more than once every two minutes.
- 4) Lights shall never blink or flash. Message change sequence shall not involve flashing or other animations but shall be an instantaneous change.
- 5) Illumination. Illumination from an electronic message board sign shall not exceed 0.3 footcandles when measured at the property line of the subject lot.
- 6) Colors. Messages shall be in monochrome text, and electronic display areas shall be black.
- 7) Electronic message board signs shall not be illuminated between the hours of 9 PM and 6 AM.
- 8) Signs shall be programmed to go dark in the event of a malfunction.

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

_____ Tracey Boudreau, City Clerk

Attest

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

_____ Tracey Boudreau, 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 _____, ____.

_____ Tracey Boudreau, City Clerk

Notice Published: 08/29/2024

First Reading:

Second Reading:

Published:

Effective Date:



August 21, 2024

**Text Amendment Staff Review
Electronic Message Board (EMB) Signs**

GENERAL INFORMATION

Action Requested

Proposed zoning text amendment to allow electronic message board (EMB) signs, with reasonable standards to ensure compatibility with neighboring uses and reduce the potential for off-site glare. The amendment includes the following sections of the Ordinance:

- Section 122-417.g (Park District- P) Non-use and Dimensional Requirements
- Section 122-422.d.1 (Single-Family Residential District- R1) Non-use and Dimensional Requirements
- Section 122-422.d.2 (Single-Family Residential District- R1) Non-use and Dimensional Requirements
- Section 122-427.d (Multiple Dwelling Residential District- MD) Non-use and Dimensional Requirements
- Section 122-432.d.1 (Production, Manufacturing and Distribution District- PMD) Non-use and Dimensional Requirements
- Section 122-432.d.2 (Production, Manufacturing and Distribution District- PMD) Non-use and Dimensional Requirements
- Section 122-442.D.1 (Core Neighborhoods- CN, CN-Mid, CN-SF) Non-use and dimensional requirements for site improvements not regulated by building type
- Section 122-442.D.2 (Core Neighborhoods- CN, CN-Mid, CN-SF) Non-use and dimensional requirements for site improvements not regulated by building type
- Section 122-447.D.1 (Center- C) Non-use and dimensional requirements for site improvements not regulated by building type
- Section 122-447.D.2 (Center- C) Non-use and dimensional requirements for site improvements not regulated by building type
- Section 122-452.D.1 (Corridors- HC, NC, GC) Non-use and dimensional requirements for site improvements not regulated by building type.
- Section 122-452.D.2 (Corridors- HC, NC, GC) Non-use and dimensional requirements for site improvements not regulated by building type.

- Section 122-462.d.1 (Health and Human Services- HHS) Non-use and dimensional requirements for site improvements not regulated by building type.
- Section 122-462.d.2 (Health and Human Services- HHS) Non-use and dimensional requirements for site improvements not regulated by building type.
- Section 122-664 Prohibited Signs
- Section 122-665 Sign Design Standards

SUMMARY

The City of Ypsilanti is committed to improving our zoning systems, encouraging communication methods, and updating the ordinance to reflect changes in modern technology. It is the purpose of this zoning text amendment to update provisions for EMB signs in a sensible manner while ensuring that the neighboring uses, properties, and traffic concerns are adequately protected. This proposed amendment was taken up by City staff with the assistance of Planning Commission in forming the key policy considerations.

BACKGROUND

The Zoning Board of Appeals reviewed a variance request for an EMB sign at their December 6, 2023 meeting. This EMB sign variance was applied for by the Second Baptist Church of Ypsilanti and was intended to be placed near the northwest corner of the building, facing the corner of South Hamilton and Catherine streets. The ZBA did not find that the variance met the standards for practical difficulty, and thus denied the request. Separate from the finding of practical difficulty and the technical denial of the variance, the ZBA was, in summary, interested by the arguments made by the applicant in terms of meeting a community need. The ZBA was also cognizant that, if approved, many conditions would likely be placed on the sign to prevent a nuisance. A ZBA member stated, in summary, "I do not believe it is in the purview of this board to start rewriting code, and any parameters that we put on this sign is essentially what we would be doing." This sentiment was seemingly accepted by all three members of the Board present. Then, the ZBA recommended by motion, that the Planning Commission review the EMB sign prohibition in the zoning ordinance. The motion passed unanimously. This motion does not compel the Planning Commission to craft any amendments; its purpose is to place this topic on your radar for review. At the December 20, 2023 meeting, staff introduced this item to the Planning Commission. At the January 17, 2024 meeting, staff and the Planning Commission engaged in a policy discussion regarding the manner in which EMBs could potentially be regulated.

Following the January meeting, staff developed a drafted amendment, which was approved unanimously by the Planning Commission during their March 20th meeting. It then went before the City Council on May 14th, where it was tabled, and the Council delegated the Planning Commission to rereview the size limitations for EMBs at their scheduled May 15th meeting. At the May 15th meeting, the Planning Commission directed staff to compose a memorandum informing the City Council of their intention to thoroughly reassess the size requirements of EMBs. In response to the memorandum sent to the City Council following the May 15th Planning Commission meeting, the City Council decided to table their discussion of the ordinance until the Planning Commission has had a chance to thoroughly review the proposed ordinance. The Planning Commission further discussed EMBs during

the June meeting and directed staff to make some changes to the proposed ordinance, one of which increases the square footage for permanent freestanding signs in the non-residential Core Neighborhood category to 24 square feet. After the July meeting, the Planning Commission directed staff to increase the square footage for permanent freestanding signs in the non-residential Core Neighborhood category to 36 square feet.

DISCUSSION

A key result of the proposed text amendment would permit EMBs for non-residential uses as freestanding and building-mounted (wall) signs in the HC, NC, GC, C, CN, CN-Mid, and CN-SF zoning districts. Such EMBs would be allowed to be built up to 50% of the zoning district's standards for freestanding or building-mounted (wall) signs. Additional conditions are provided to protect neighboring uses, and properties, and alleviate traffic concerns.

PROPOSED TEXT AMENDMENT

Current Ordinance

Section 122-664 Prohibited Signs

The following signs are prohibited in all zoning districts:

- a) Unsafe signs. When any sign or sign structure becomes insecure, in danger of falling, or otherwise unsafe, or if any sign or sign structure shall be unlawfully installed, erected, or maintained in violation of any of the provisions of this chapter, or prohibited signs, it shall be considered a nuisance per se. The owner or lessee shall, upon receipt of written notice of the building official, immediately in the case of an unsafe sign make such sign conform to the provisions of this article or shall remove it. If, after ten days, the notice is not complied with, the building official may remove such sign at the expense of the owner or lessee after having obtained an order from the administrative hearings bureau. The cost, including actual attorney fees, shall be assessed against the property as provided in Article VIII of the City Charter.
- b) Prohibited signs
 - 1) Animated Signs.
 - 2) Portable Signs, not including sidewalk signs.
 - 3) Signs mounted upon a roof.
 - 4) Signs containing obscene material. Signs containing symbols that area or purports to be an imitation of or resembles a traffic control device or that attempts to direct the movement of traffic.
 - 5) Mechanical Signs.
 - 6) Sign, electronic message, excepting digital billboards.
 - 7) Signs not specifically permitted under the sections of this chapter.
 - 8) Signs with less than six feet horizontal clearance or 12 feet vertical clearance from overhead electrical conductors which are energized in excess of 250 volts.

Proposed Ordinance

See the proposed text. ~~Red~~ text with strikethrough is being deleted; green text underlined is proposed to be added. Sections shall be renumbered accordingly.

Section 122-417.g (Park District- P) Non-use and Dimensional Requirements (New Language)	
<u>Electronic Message Board Signs</u>	<u>Not Permitted</u>
Section 122-422.d.1 (Single-Family Residential District- R1) Non-use and Dimensional Requirements (New Language)	
<u>Electronic Message Board Signs</u>	<u>Not Permitted</u>

Section 122-422.d.2 (Single-Family Residential District- R1) Non-use and Dimensional Requirements. (New Language)			
Electronic Message Board Signs		Not Permitted	
Section 122-427.d (Multiple Dwelling Residential District- MD) Non-use and Dimensional Requirements (New Language)			
Electronic Message Board Signs		Not Permitted	
Section 122-432.d.1 (Production, Manufacturing and Distribution District- PMD) Non-use and Dimensional Requirements (New Language)			
Electronic Message Board Signs		Not Permitted	
Section 122-432.d.2 (Production, Manufacturing and Distribution District- PMD) Non-use and Dimensional Requirements (New Language)			
Electronic Message Board Signs		Not Permitted	
Section 122-442.D.1 (Core Neighborhoods- CN, CN-Mid, CN-SF)) Non-use and Dimensional Requirements for site improvements not regulated by building type. (New Language)			
Electronic Message Board Signs		Not Permitted	
Section 122-442.D.2 (Core Neighborhoods- CN, CN-Mid, CN-SF)) Non-use and Dimensional Requirements for site improvements not regulated by building type. (New Language)			
Electronic Message Board Signs (Permanent)	Must comply with all requirements for Electronic Message Board Signs in Section 122-665		Permit Required
Section 122-442.D.2 (Core Neighborhoods- CN, CN-Mid, CN-SF)) Non-use and Dimensional Requirements for site improvements not regulated by building type. (New Language)			
Freestanding Signs (Permanent)	Maximum Area	36 sf	Permit Required
Section 122-447.D.1 (Center- C) Non-use and dimensional requirements for site improvements not regulated by building type. (New Language)			
Electronic Message Board Signs		Not Permitted	
Section 122-447.D.2 (Center- C) Non-use and dimensional requirements for site improvements not regulated by building type. (New Language)			
Electronic Message Board Signs (Permanent)	Must comply with all requirements for Electronic Message Board Signs in Section 122-665		Permit Required
	Building-mounted only		
Section 122-452.D.1 (Corridors- HC, NC, GC) Non-use and dimensional requirements for site improvements not regulated by building type. (New Language)			
Electronic Message Board Signs		Not Permitted	
Section 122-452.D.2 (Corridors- HC, NC, GC) Non-use and dimensional requirements for site improvements not regulated by building type. (New Language)			
Electronic Message Board Signs (Permanent)	Must comply with all requirements for Electronic Message Board Signs in Section 122-665		Permit Required
Section 122-462.d.1 (Health and Human Services- HHS) Non-use and dimensional requirements for site improvements not regulated by building type. (New Language)			
Electronic Message Board Signs		Not Permitted	
Section 122-462.d.2 (Health and Human Services- HHS) Non-use and dimensional requirements for site improvements not regulated by building type. (New Language)			
Electronic Message Board Signs		Not Permitted	
Section 122-664. Prohibited Signs			
The following signs are prohibited in all zoning districts:			
a) Unsafe signs. When any sign or sign structure becomes insecure, in danger of falling, or otherwise unsafe, or if any sign or sign structure shall be unlawfully installed, erected, or			

maintained in violation of any of the provisions of this chapter, or prohibited signs, it shall be considered a nuisance per se. The owner or lessee shall, upon receipt of written notice of the building official, immediately in the case of an unsafe sign make such sign conform to the provisions of this article or shall remove it. If, after ten days, the notice is not complied with, the building official may remove such sign at the expense of the owner or lessee after having obtained an order from the administrative hearings bureau. The cost, including actual attorney fees, shall be assessed against the property as provided in Article VIII of the City Charter.

b) Prohibited signs

- 1) Animated Signs.
- 2) Portable Signs, not including sidewalk signs.
- 3) Signs mounted upon a roof.
- 4) Signs containing obscene material. Signs containing symbols that area or purports to be an imitation of or resembles a traffic control device or that attempts to direct the movement of traffic.
- 5) Mechanical Signs.
- ~~6) Sign, electronic message, excepting digital billboards.~~
- 7) Signs not specifically permitted under the sections of this chapter.
- 8) Signs with less than six feet horizontal clearance or 12 feet vertical clearance from overhead electrical conductors which are energized in excess of 250 volts.

Section 122-665(c) Sign Design Standards (New Language)

(C) Electronic Message Board Signs. Building Mounted Signs and Freestanding signs may include an Electronic Message Board, subject to the following:

- 1) Required Area, Height, and Setbacks. The maximum area for an electronic message board sign shall be no greater than 50% of the zoning district's maximum area for freestanding or building-mounted signs. The maximum height and minimum setbacks shall comply with the zoning district's allowances for freestanding or building-mounted signs.
- 2) Maximum Number. No more than one electronic message board sign shall be located on a single lot of land.
- 3) Change of message shall not occur more than once every two minutes.
- 4) Lights shall never blink or flash. Message change sequence shall not involve flashing or other animations but shall be an instantaneous change.
- 5) Illumination. Illumination from an electronic message board sign shall not exceed 0.3 footcandles when measured at the property line of the subject lot.
- 6) Colors. Messages shall be in monochrome text, and electronic display areas shall be black.
- 7) Electronic message board signs shall not be illuminated between the hours of 9 PM and 6 AM.
- 8) Signs shall be programmed to go dark in the event of a malfunction.

STANDARDS FOR AMENDMENTS

§122-362(a)

*(a) **Text Amendment.** For a change to the text of the Zoning Ordinance, the Planning Commission shall consider and the City Council may consider, whether the proposed amendment meets the following standards:*

- (1) The proposed amendment is consistent with the guiding values of the Master Plan; and*
- (2) The rezoning is consistent with description and purpose of the proposed district; and (Staff Note: This is not a rezoning.)*
- (3) The proposed amendment is consistent with the intent of this Zoning Ordinance; and*
- (4) The proposed amendment will enhance the functionality, transportation network or character of the future development in the City; and*
- (5) The proposed amendment will preserve the historic nature of the surrounding area and of the City; and*
- (6) The proposed amendment will enhance the natural features and environmental sustainability of the City; and*
- (7) The proposed amendment will protect the health, safety, and general welfare of the public; or*

- (8) The proposed amendment is needed to correct an error or omission in the original text; or*
(9) The proposed amendment will address a community need in physical or economic conditions or development practices; and
(10) The proposed amendment will not result in the creation of significant nonconformities in the City.

SAMPLE MOTION

Motion to **recommend City Council approve** the proposed text amendment to Sections 122-417, 122-422, 122-427, 122-432, 122-442, 122-447, 122-452, 122-462, 122-664, and 122-665 with the following findings:

1. The proposed amendment is consistent with the guiding values of the Master Plan;
2. The proposed amendment is consistent with the intent of this Zoning Ordinance;
3. The proposed amendment will enhance the functionality, transportation network or character of the future development in the City;
4. The proposed amendment will preserve the historic nature of the surrounding area and of the City;
5. The proposed amendment will enhance the natural features and environmental sustainability of the City;
6. The proposed amendment will protect the health, safety, and general welfare of the public;
7. The proposed amendment will address a community need in physical or economic conditions or development practices;
8. The proposed amendment will not result in the creation of significant nonconformities in the City.

(Note: If Planning Commission is not comfortable with the proposed amendment as provided, Planning Commission can recommend changes to the text so long as proposed changes are clearly covered in the motion.)

Joshua Burns
City Planner, City of Ypsilanti



**CITY OF YPSILANTI
PLANNING COMMISSION MEETING
DRAFT ACTION MINUTES
Wednesday, August 21st 2024 @ 7:00 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197**

I. Call to Order | 7:02 PM

II. Roll Call

Matt Dunwoodie, Chair - Present
Micheal Simmons, Vice-Chair – Present
Mike Davis Jr. – Present
Phil Hollifield – Present
Amanda Smith – Excused Absence
Carl Scheir – Excused Absence
Brian Jones-Chance – Present
Michelle Marin – Present

Excused absences acknowledged. Motion to approve.

--Moved by Jones-Chance. Seconded by Hollifield Yays – 6, Nays – 0, motion carries

III. Agenda Approval

August 2024 Regular Meeting Agenda

Motion to approve the August 2024 agenda.

--Moved by Simmons. Seconded by Hollifield. Yays - 6, Nays - 0, motion carries

IV. Approval of Minutes

Motion to Approve the June 2024 Meeting Minutes

--Moved by Hollifield. Seconded by Jones-Chance. Yays - 6, Nays - 0, motion carries

Motion to Approve the July 2024 Meeting Minutes

--Moved by Jones-Chance Seconded by Hollifield. Yays - 6, Nays - 0, motion carries

V. Public Comments

Motion to open public comments to the Planning Commission.

--Moved by Simmons. Seconded by Jones-Chance. Yays - 6, Nays -0, motion carries

Maurice Jordan (Deacon at Second Baptist Church, Ypsilanti)

Jordan spoke on the constitutionality of the monochrome text requirement in the proposed EMB ordinance. He asks if the Planning Commission is choosing to ignore the advice of the City Attorney to keep this language in the proposed ordinance or was it an oversight.

Motion to close public comments to the Planning Commission.

--Motion made by Jones-Chance. Seconded by Simmons. Yays – 6, Nays – 0, motion carries.

VI. Committee Reports

Non-Motorized Advisory Committee (NMAC)

Commissioner Davis Jr. (PC Liaison to NMAC)

Davis Jr. touches on the bylaws that were recently adopted by NMAC. He discusses conversations happening in NMAC and its role within the City. He also brings up the NMAC table that will be at the Parkridge Festival this weekend (08/24).

VII. Presentations

VIII. Old Business

Public Hearing: Electronic Messaging Board Ordinance

Staff provided a brief presentation on the changes to the ordinance that have occurred since the July 2024 Planning Commission Meeting. Staff notes that the maximum size requirement for freestanding permanent signs has been increased from the 24 sq ft proposed last month to 36 sq ft. Staff mentioned that they did not receive any indication that Planning Commission wishes to remove the monochrome text language in the proposed language. Staff points out that if the Planning Commission decides to approve this language, it would then go to the City Council for its second reading.

Motion to open public comments to the Planning Commission for the Public Hearing.

--Motion made by Simmons. Seconded by Hollifield. Yays – 6, Nays – 0, motion carries.

No comments occurred.

Motion to close public comments to the Planning Commission for the Public Hearing.

--Motion made by Jones-Chance. Seconded by Simmons. Yays – 6, Nays – 0, motion carries.

Planning Commission Discussion

Commissioner Dunwoodie

Commissioner Dunwoodie discusses the content neutrality of the monochrome text requirement in the ordinance. He states that Commissioner Smith was under the impression that the memo indicated restricting the sign to one color and prohibiting images would be unconstitutional. From Dunwoodie's understanding, restricting one color and prohibiting images would not be difficult to justify. Dunwoodie feels keeping the monochrome text language isn't moderating content.

Commissioner Marin

Commissioner Marin thinks the attorney's memo has a grammatical error, which is what is confusing the Planning Commission regarding the memo. Marin agrees keeping the monochrome text language is content-neutral.

Commissioner Davis Jr.

Commissioner Davis Jr. believes the monochrome text language is content-neutral; however, if it is found to not be content-neutral, then the Planning Commission can change the language.

Commissioner Marin

Commissioner Marin mentioned that she thought the Planning Commission was going to get rid of the language about using the existing area, instead using 50% of the existing sign area that's permitted for freestanding as a way to calculate the maximum sign area.

Commissioner Dunwoodie

Dunwoodie mentions the question is whether the 50 limit is intended to apply to limiting the size of an electronic message board relative to the allowed size of a sign in that district, or whether we are talking about the area of that sign that is allowed to be used for electronic messaging. He then states from his notes from last month's meeting that the language would maximize that area at 50% of the zoning district's maximum area for free-standing or building-mounted signs which would be more restrictive for the core neighborhood.

Commissioner Jone-Chance

Commissioner Jones-Chance does not see the point in requiring the EMB to be 50% of the total sign because if someone wants a larger EMB, they shouldn't have to build a larger sign to have a larger EMB.

Commissioner Marin

Commissioner Marin believes we need the 50% requirement because if this language is removed, then someone could have a 36 sq ft EMB in the Core Neighborhood district. Marin believes this language accomplishes the goal of the City Council.

Commissioner Simmons

Commissioner Simmons asks what the difference is between D.1 and D.2.

Staff clarified D.1 would be residential uses, and D.2 would be nonresidential uses.

Motion to recommend City Council approve the proposed text amendment to Sections 122-417, 122-422, 122-427, 122-432, 122-442, 122-447, 122-452, 122-462, 122-664, and 122-665 with the following findings:

1. The proposed amendment is consistent with the guiding values of the Master Plan;
2. The proposed amendment is consistent with the intent of this Zoning Ordinance;
3. The proposed amendment will enhance the functionality, transportation network or character of the future development in the City;
4. The proposed amendment will preserve the historic nature of the surrounding area and of the City;
5. The proposed amendment will enhance the natural features and environmental sustainability of the City;
6. The proposed amendment will protect the health, safety, and general welfare of the public;
7. The proposed amendment will address a community need in physical or economic conditions or development practices;
8. The proposed amendment will not result in the creation of significant nonconformities in the City.

--Motion made by Jones-Chance. Seconded by Hollifield. Yays – 6, Nays – 0, motion carries.

Matt Dunwoodie, Chair - Support

Micheal Simmons, Vice-Chair – Support

Mike Davis Jr. – Support

Phil Hollifield – Support

Brian Jones-Chance – Support

Michelle Marin – Support

IX. New Business

Public Hearing: Highscope Adaptive Reuse Planned Unit Development (PUD)

Staff provided a presentation going over the proposed development, specifically pointing out the nonconformities, the PUD departures requested, and the future phasing on the proposed PUD.

Planning Commission Questions for Staff

Commissioner Dunwoodie

Commissioner Dunwoodie asks about private assembly uses in the CN-SF zoning district. Dunwoodie does not agree with staff's interpretation.

--Staff mention they would classify uses such as religious institution as a private assembly use, and that this has been the staff interpretation historically.

Dunwoodie mentions that the adaptive reuse PUD would allow for the use to exist within the CN-SF district.

Dunwoodie asked for further clarification on each of the building's uses and whether or not the entire site is being considered in the review or just for 218 E. Forest.

--Staff clarify that the entire site (202, 206, and 218 E. Forest) is being considered in the review.

Commissioner Marin

Commissioner Marin asks if there will be a requirement for the applicant to combine the parcels. Marin believes that these parcels need to be combined.

--Staff mentions that lot combination could be a condition of approval if PC would like.

Planning Commission Questions for Applicant

Seth Penchansky (Architect for Highscope)

Seth mentions that he has been working on a master plan for Highscope. He provides a presentation on the proposed use.

Commissioner Marin

Commissioner Marin asks if the reason they want to have more parking is because they are expecting to be a regional draw rather than a community sort of base.

--Seth claims this use may draw in people throughout Washtenaw County, but does not expect it to draw many people outside of Washtenaw County.

Marins asks about 219 Oak Street and the parking lot that is effectively connected to the parking lot at 218 E. Forest. She asks why this is not part of the PUD.

--Seth states the parking at the 219 Oak Street parking lot is for the staff at 600 N. River, and that the parking lot at 218 E. Forest ultimately services 202, 206, and 218 E. Forest. Seth also states the master plan for Highscope 5 years ago showed the removal of the parking lot at 218 E. Forest.

Marin asked if the main vehicular access to the site will be through Maple Court. Additionally, she asks how this will impact traffic on Maple Court.

--Seth mentions that a majority of vehicular access to 218 E. Forest is done through the ingress/egress to E. Forest. Seth also mentions that access to Maple Court will increase accessibility to the Fire Department.

Commissioner Dunwoodie

Dunwoodie asked Commissioner Marin what she thinks would improve traffic flow on the site. Commissioner Marin believes adding wheel stops would provide visual cues to drivers to ensure they are not regularly accessing Maple Court.

Commissioner Marin

Marin asked if the applicant has been in contact with the neighbors at 304 E. Forest.

--Seth mentions that he believes Highscope has been in contact with the neighbors.

Motion to open public comments to the Planning Commission for the Public Hearing.

--Motion made by Jones-Chance. Seconded by Simmons. Yays – 6, Nays – 0, motion carries.

No comments occurred.

*Motion to close public comments to the Planning Commission for the Public Hearing.
--Motion made by Jones-Chance. Seconded by Simmons. Yays – 6, Nays – 0, motion carries.*

Planning Commission Discussion

Commissioner Dunwoodie

Commissioner Dunwoodie believes the applicant does not need 2 loading zones as required per the zoning ordinance, and he believes that the departure requesting 1 makes sense. Commissioner Marin agrees.

Dunwoodie believes the departure regarding having more parking spaces than what the ordinance allows is compelling due to the parking lot currently existing and the proposed use of the PUD.

Commissioner Marin

Commissioner Marin raises concerns over the open usable space and mentions that the ordinance is not very clear regarding what open usable space means. She does point out that the existing parking lot currently is a sea of impervious surface. She mentions that due to the proposed landscaping being slim, allowing the applicant to have more parking does not achieve the open space requirement.

Commissioner Dunwoodie

Commissioner Dunwoodie believes requiring more green space may negatively impact the connectivity of the site.

Dunwoodie further asks for clarification as to whether or not we are approving all three phases or just phase 1.

--Staff mentions we are only approving phase 1.

Commissioner Marin

Commissioner Marin asked if 202 and 206 E. Forest have individual special use permits for childcare centers.

--Staff mentions that they both received their special use approvals back in 2022.

Commissioner Jones-Chance

Commissioner Jones-Chance mentions that the parking lot is already paved, so the parking space requirements from the zoning ordinance makes sense.

Commissioner Dunwoodie

Dunwoodie wants the Planning Commission to discuss the nonconformities on the site than the Planning Commission can wish to address.

Dunwoodie mentions that he is not very concerned about the parking lot setback being nonconforming considering that parking lot services 206 E. Forest

Commissioner Marin

Commissioner Marin mentions that she would not have a problem with the light pole being as tall as it is if the color temperature of the light was lower.

Commissioner Simmons

Commission Simmons asks what's the difference between a 16' pole vs a 25' pole.

--Staff mentions the 25' pole would allow for light to spread further depending on the shielding; however, staff also points out that the photometric plan shows the applicant not exceeding the maximum footcandle amount at the property line.

Commissioner Jones-Chance

Commissioner Jones-Chance does not see why we would require the applicant to decrease the height of the light pole if the applicant isn't exceeding the footcandle maximum at the property line.

Commissioner Marin and Davis Jr.

Commissioners Marin and Davis Jr. would like to see the color temperature of lighting decreased. Commissioner Davis Jr. also mentions that the lighting ordinance needs to be changed to consider color temperature.

Commissioner Dunwoodie

Commissioner Dunwoodie mentioned that wheel stops must be included for all parking spaces in parking lots greater than 5 spaces, and so Planning Commission should ask the applicant to address this nonconformity. Commissioner Davis Jr. and Marin agree.

Commissioner Jones-Chance

Commissioner Jones-Chance asks why staff did not require the applicant to include wheel stops for each space.

--Staff mention that this is an existing nonconformity, and if the Planning Commission would like the applicant to include wheel stops for each space, then they can make that a condition of approval.

Commissioner Dunwoodie and Marin

Commissioner Dunwoodie discusses the street tree nonconformity. Him and Commissioner Marin mention that 12 seems like a lot, so 7 seems fine. Commissioner Marin would like the caliper of the proposed street trees be larger and changed to 4".

Commissioner Dunwoodie does not see the value of requiring more landscape island. Marin believes the Planning Commission should require more landscape islands.

Commissioner Simmons

Commissioner Simmons mentions that 202, 206, and 218 E. Forest have always shared the parking lot, so he wonders what the nonconformities are.

--Staff mentions the lack of landscape islands, lack of parking lot trees, lack of wheel stops, the excessive parking, etc. is what makes this parking lot nonconforming.

Commissioner Marin

Commissioner Marin mentions she believes the lots should be combined if each of the sites proposed in the PUD are relying on each other for parking and open space requirements.

Commissioner Jones-Chance

Commissioner Jones-Chance does not see the benefit of conditioning lot combinations and that the applicant can just update their parking agreement.

Commissioner Marin

Commissioner Marin mentions the parking agreement would have to be updated if the City approves the PUD. She points out that if the applicant at some point chooses to sell one of the properties within the PUD the parking agreement would then be voided, so conditioning lot combination for approval would alleviate this problem.

Commissioner Davis Jr.

Commissioner Davis Jr. mentions that requiring the lot combination could mitigate any downside risks.

Motion to recommend City Council approve the adaptive reuse planned unit development for 202, 206, and 218 E. Forest Avenue, with parcel IDs as noted in the staff report, with the following findings and conditions:

Findings:

1. The application, site plan, and land use comply with §122-311, 122-702, 122-703, and 122-706
2. The Planning Commission approves the departures listed in Figure 5 of this report.

Conditions:

1. The applicant shall obtain Department of Public Services approval for any right-of-way work as proposed by the project.
2. The applicant shall obtain Fire Department approval of the site plans.
3. The applicant shall obtain HDC approval for any work on the exterior of the building(s) and permanent site elements.
4. Staff can approve a performance guarantee for the phasing plan.
5. Applicant shall provide dumpster height details to ensure compliance with Section 122-608.
6. The applicant shall clarify the size of and provide a compliant loading zone space.
7. Applicant shall address discrepancies in the landscaping plan.
8. Applicant shall provide tree planting details to ensure compliance with Division 3 and Section 122-675.
9. Any new and existing landscaping is to be maintained in good condition by the owner.
10. Applicant shall place a curb along the proposed landscape island.
11. A PUD agreement shall be reviewed and approved by the City Council before engineering and building permit review. The PUD agreement may specify terms and details related to performance, logistical, and administrative items including but not limited to: performance guarantees, waste management, changes to the site or uses, construction staging, project completion timelines, items documented on the site plans themselves, and approval requirements for City departments.
12. The applicant shall add wheel stops to all parking spaces in compliance with Section 122-683(j).
13. The applicant shall reduce the color temperature of pole mounted lights to 2,700 Kelvin.

14. The applicant shall increase the diameter of the 7 proposed street trees to 4 inch calipers.
15. The applicant shall add one additional landscape island.
16. The applicant shall pursue lot combinations for the 3 subject parcels.

--Motion made by Marin. Seconded by Davis Jr. Yays – 4, Nays – 2, motion carries.

Matt Dunwoodie, Chair - Oppose

Micheal Simmons, Vice-Chair – Support

Mike Davis Jr. – Support

Phil Hollifield – Oppose

Brian Jones-Chance – Support

Michelle Marin – Support

*Commissioner Hollifield opposed because he does not support the lot combination. He does not see it making much of a difference.

*Commissioner Dunwoodie opposed for the same reason as Hollifield, but also believes the same justification applies to the conditions requiring an additional landscape island and to the lighting temperature.

Community Benefits Ordinance

Staff provided a brief explanation of City's Council's desire to receive input from members of the City's Boards and Commissions regarding the proposed Community Benefits Ordinance. Staff directed the Planning Commission to provide all comments by no later than August 26th.

X. Public Comments

Motion to open public comments to the Planning Commission.

--Motion made by Jones-Chance Seconded by Simmons. Yays – 6, Nays – 0, motion carries.

No comments occurred.

Motion to close public comments to the Planning Commission.

--Motion made by Jones-Chance. Seconded by Hollifield. Yays – 6, Nays – 0, motion carries.

XI. Adjournment | 09:52 pm

Motion to adjourn.

--Motion made by Jones-Chance. Seconded by Hollifield. Yays – 6, Nays – 0, motion carries.

**Note: The August 21st, 2024, Planning Commission Meeting Recording Can Be Viewed on The City's YouTube Channel.*



REQUEST FOR LEGISLATION
October 1, 2024

For: Mayor and City Council

From: Nicole Brown, Mayor

Subject: Resolution No. 2024-218 Appointing Colleen Kennedy to the Downtown Development Authority and Alexander Munro to the Ypsilanti Police Advisory Commission.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. B&C Appointments Resolution
2. Kennedy App - DDA_Redacted
3. Munro_A App - YPAC_Redacted

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: October 1, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-218
October 1, 2024

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>
Colleen Kennedy 805 Charles St. Ypsilanti 48198	Downtown Development Authority	07/01/2028
Alexander Munro 46 N Huron St. Ypsilanti, MI 48197	Ypsilanti Police Advisory Commission	02/01/2028

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Citizen Advisory Boards and Commissions Participation Resume - Submission #6704

Date Submitted: 9/25/2024

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. After you apply, nomination to a board or a commission under the City Charter either by the Mayor or by two Council Members, and is subject to the approval and confirmation by a majority vote of the City Council.

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*

Colleen Kennedy

Email Address*

[REDACTED]

Address*

805 Charles Street

City*

Ypsilanti

State*

MI

Zip Code*

48198

Phone Number*

[REDACTED]

Number of Years in the Community*

10+

Ward You Live In

3

Education

JD

Occupation

Real Estate Broker

Employer

Investors Realty Group

Are you applying for youth membership?

Three Commission Allow Youth Membership (Sustainability, Arts and Parks, Police Advisory & Human Relations)

☐ Yes

☒ No

Are you registered to vote in the City of Ypsilanti?

☒ Yes

☐ No

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

☐ Review and Tax Assessment Board

☐ Board of Ethics

☐ Fire Civil Service Commission

☐ YCUA

☒ Ypsilanti Downtown Development Authority

☐ Economic Development Corporation/Brownfield Redevelopment Authority

☐ Historic District Commission

☐ Ypsilanti Housing Commission

☐ Human Relations Commission

☐ Planning Commission

☐ Non-motorized Advisory Committee

☐ Zoning Board of Appeals

☐ Dangerous Buildings Officer

☐ Arts and Parks Commission

☐ Ann Arbor Area Transit Authority

☐ Police and Fire Pension Board

☐ Huron River Watershed Council

☐ Sustainability Commission

☐ Police Advisory Commission

Party Affiliation

☐

If you are applying to serve on the Ethics Board or the Fire Civil Service Commission please provide your political affiliation

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

As a downtown business owner and commercial leasing specialist with over five years of experience working in this area, I am deeply invested in the growth and improvement of our downtown district. I have strong relationships with business and civic leaders and am particularly focused on enhancing our systems, recruiting new businesses, and addressing key issues, especially on Washington St. With a passion for making a positive impact on our community, I am eager to contribute to the Downtown Development Authority's efforts, and I was encouraged to apply by the current DDA Director.

Work/volunteer experience related to the board or commission:

I hold a law degree and am a licensed real estate broker, as well as the owner of multiple businesses, including one downtown. I have experience serving on the Police Advisory Commission and currently volunteer with the Landlord Advisory Group of the Washtenaw Housing Alliance. In years past I was very active in the Washtenaw County cannabis industry and have experience with the process of opening dispensaries and other license types. In addition, I have been involved in various volunteer roles with organizations tied to my three children's schools and sports, which has strengthened my leadership and community engagement skills.

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

Citizen Advisory Boards and Commissions Participation Resume - Submission #6700

Date Submitted: 9/21/2024

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. After you apply, nomination to a board or a commission under the City Charter either by the Mayor or by two Council Members, and is subject to the approval and confirmation by a majority vote of the City Council.

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*

Alexander Munro

Email Address*

[REDACTED]

Address*

46 n huron st

City*

ypsilanti

State*

mi

Zip Code*

48197

Phone Number*

[REDACTED]

Number of Years in the Community*

9 in the City, prior to the City I lived in Ypsi Twp and Ann Arbor

Ward You Live In

3

Education

BA in history with a minor in crime and justice (sociology, psychology, history) from umich @ ann arbor 2010

Occupation

realtor, licensed builder, manager and property caretaker (ie amateur developer)

Employer

munro real estate & development llc

Are you applying for youth membership?

Three Commission Allow Youth Membership (Sustainability, Arts and Parks, Police Advisory & Human Relations)

☐ Yes

☒ No

Are you registered to vote in the City of Ypsilanti?

☒ Yes

☐ No

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

- ☐ Review and Tax Assessment Board
- ☐ Board of Ethics
- ☐ Fire Civil Service Commission
- ☐ YCUA
- ☐ Ypsilanti Downtown Development Authority
- ☐ Economic Development Corporation/Brownfield Redevelopment Authority
- ☐ Historic District Commission

- ☐ Ypsilanti Housing Commission
- ☐ Human Relations Commission
- ☐ Planning Commission
- ☐ Non-motorized Advisory Committee
- ☐ Zoning Board of Appeals
- ☐ Dangerous Buildings Officer

- ☐ Arts and Parks Commission
- ☐ Ann Arbor Area Transit Authority
- ☐ Police and Fire Pension Board
- ☐ Huron River Watershed Council
- ☐ Sustainability Commission
- ☒ Police Advisory Commission

Party Affiliation

If you are applying to serve on the Ethics Board or the Fire Civil Service Commission please provide your political affiliation

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

I'm interested in public safety and good police work because it's so essential to my, my family's and my tenants' (residents & small business owners) quality of life in the City. Education and integration (via work, family, church or other religious institutions, friendships, relationships and/or marriage, or even pet ownership) is the right approach to helping re-integrate individuals who have served time in carceral settings who we as a society have some responsibility to help find their own redemption path and to help form into positive participating and taxpaying members of society as friends rather than outcasts.

Work/volunteer experience related to the board or commission:

During my coursework in crime & justice (which is distinct from criminology in that Michigan's crime & justice program focuses on the history, sociology, and psychology of criminal justice) I was able to volunteer in helping tutor juveniles at Milan's Boysville detention center who were working obtain their GED. I still remember the boy who I was assigned to help, Ahmad, and how I left with the distinct impression of seeing myself in him.

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



REQUEST FOR LEGISLATION
October 1, 2024

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Resolution No. 2024-219 Approving a new 2024 Intergovernmental Agreement between the City and the DDA, which will replace the 2016 Agreement.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. City and DDA 2024 IGA Amendments RFL and Resolution
2. DDA AGREEMENT
3. Resolution, IGA
4. DDA IGA 2020
5. USE 2nd amendment and complete restatement reviewed (002) (KK Edits)

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: October 1, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION
October 1, 2024

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: City and DDA Intergovernmental Agreement

SUMMARY & BACKGROUND:

The city administration and the DDA have met and discussed provided greater clarity to what both parties are responsible for, in terms of this agreement.

Many of the services provided to the DDA to the City have not been codified in a formal agreement creating a lack of services provided to the DDA by the city. Historically, the city has provided accounting, payroll, and health insurance administration, installation of street furniture, maintenance of the Maple Street Lot, the hanging of banners in the district, etc. However, there is no agreement in place to hold either party accountable for both billing, and operations.

For both entities to function to the benefit of each other, it is paramount that there is a full understanding by both parties of what is to be expected. Grey areas only create distrust, which is detrimental to the success of the downtown districts in the City of Ypsilanti. We will be stronger working cohesively rather than adversarial.

The YDDA

RECOMMENDED ACTION: Approval

ATTACHMENTS: 2016 IGA Amendment, 2022 1st Amendment, 2024 IGA, YDDA approved resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2024-219
October 1, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The DDA and City are interested in amending the agreement and the parties are desirous of working together for the general greater benefit of the City and its business districts.; and

WHEREAS, The City has been providing trash pick-up services and holiday lighting installation to the DDA for many years in the DDA districts, which both parties wish to continue.; and

WHEREAS; to better codify what is expected of both parties, the city and downtown development authority, wish to provide greater detail to the agreement; and

WHEREAS, This agreement is to replace the 2016 IGA between the City and DDA to more accurately reflect the services needed and cost of providing those services.; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve and replace the 2016 City and DDA Intergovernmental Agreement with the 2024 agreement.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

WAIVER AND RELEASE AGREEMENT

This Waiver and Release Agreement (hereinafter "Agreement") is made between Tim Colbeck ("the Employee"), and Ypsilanti Downtown Development Authority ("YDDA"). As used herein, the term "YDDA" means The Ypsilanti Downtown Development Authority and its past, present and future Members, the Mayor of Ypsilanti, its Council Members, elected and/or appointed officials, representatives, employees, attorneys, successors and assigns.

In exchange for the promises and consideration contained in this Agreement, the parties agree as follows:

1. The Employee voluntarily terminates his employment with the YDDA effective February 12, 2016.
2. The YDDA will not contest any application for unemployment benefits made by the Employee in connection with the termination of his employment with the YDDA. However, the parties acknowledge that the decision to award or deny unemployment benefits will be made by an agency of the State of Michigan, and the YDDA is not responsible for that decision.
3. The YDDA will continue the Employee's regular, base wages (based upon an eighty-hour, two-week pay period) until February 12, 2016.
4. The Employee hereby releases and forever discharges the YDDA from any and all suits, damages, claims or causes of action of any type, known or unknown, arising out of or relating to his employment with YDDA through the date hereof. Without limiting the generality of the foregoing, the parties agree that this release includes, but is not limited to the following:
 - a. Any suit, claim or action alleging that the Employee was illegally, improperly or unfairly terminated from his employment with the YDDA, or was illegally, improperly or unfairly forced to end his employment with the YDDA;
 - b. Any claim that the Employee was illegally harassed during his employment with the YDDA;
 - c. Any suit, claim or action alleging that the YDDA breached any provision of its Charter or similar governing document(s) or law(s);
 - d. Any suit, claim or action alleging that the YDDA breached any contract or other agreement, express or implied;

- e. Any suit, claim or action alleging that the YDDA violated any provision of any employee handbook, personnel manual or other policy, procedure or rule, however named;
 - f. Any suit, claim or action alleging any violation of any federal, state or local statute, law, ordinance, regulation or order, including but not limited to, the following: the Fair Labor Standards Act, 29 U.S.C. 201, et seq.; Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, et seq.; the Civil Rights Act of 1866, 42 U.S.C. 1981; the Civil Rights Act of 1991, Pub.L. No. 102-166; the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; the Family and Medical Leave Act, Pub. L. No. 1030-3; the Elliot-Larsen Civil Rights Act, M.C.L. 37.2101, et seq.; the Michigan Handicappers' Civil Rights Act, M.C.I. 37.1101, et seq.; the Michigan Minimum Wage Law of 1964; the Michigan Act Regulating Payment of Wages and Fringe Benefits, M.C.L. 408.471; Age Discrimination in Employment Act, 29 U.S.C. 621, et seq., as amended, and the Older Workers' Benefit Protection Act;
5. **EMPLOYEE HAS HAD AT LEAST 21 DAYS TO REVIEW THE TERMS OF THIS AGREEMENT AND HAS BEEN ADVISED IN WRITING TO CONSULT WITH THE ATTORNEY OF HIS CHOICE REGARDING THE TERMS OF THE AGREEMENT. EMPLOYEE UNDERSTANDS THAT HE MAY REVOKE THIS AGREEMENT UP TO 7 DAYS AFTER SIGNING IT. TO BE EFFECTIVE, THE REVOCATION MUST BE IN WRITING AND DELIVERED TO A PERSON WHO EXECUTED THIS AGREEMENT ON YDDA'S BEHALF. IF THE AGREEMENT IS NOT REVOKED WITHIN THE 7-DAY PERIOD, IT SHALL BE FULLY ENFORCEABLE WITHOUT ANY FURTHER AFFIRMATIVE ACTION BY EITHER PARTY.**
 6. Employee represents that he has had adequate time to review the terms of this Agreement, that he has thoroughly discussed all aspects of this Agreement with his attorney, that he understands all of its provisions, and that he is freely and voluntarily entering into this agreement.
 7. The parties agree that the execution of this Agreement shall not be construed as an admission by either party of any act of wrongdoing or any liability of any kind, all liability and wrongdoing being expressly denied.
 8. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter addressed herein, and supersedes any other agreement, written or oral. The Employee agrees that he has not been promised any consideration other than that specifically listed in this Agreement.
 9. If any provision, paragraph or subparagraph of this Agreement is found to be contrary to law, then such provision, paragraph or subparagraph shall not be deemed valid, except to the extent permitted by law, but all other provisions, paragraphs and subparagraphs shall remain binding and in full force and effect.

10. This Agreement is subject to and conditioned upon ratification by the Ypsilanti Downtown Development Authority.

Ypsilanti Downtown Development Authority

By: Mark Teachout

Its: [Signature]

Date: 3-16-16

By: Jessica French

Its: [Signature]

Date: 2/26/2016

Employee

Tim Colbeck

[Signature] Date: 2-19-16



**Downtown Development Authority of the City of Ypsilanti
County of Washtenaw, State of Michigan**

**RESOLUTION TO APPROVE AN AMENDED INTERGOVERNMENTAL AGREEMENT
(IGA) WITH THE CITY OF YPSILANTI**

The following preamble and resolution were offered by Member Patton Doyle and supported by Member Brian Jones-Chance.

WHEREAS, the Ypsilanti Downtown Development Authority (YDDA) and the City of Ypsilanti (City) agreed to open negotiations in the Spring of 2024 for the benefit of both parties.

WHEREAS, one of the Ypsilanti DDA Board's guiding principles and primary responsibilities is to support the long term financial planning for the YDDA;

and WHEREAS, the YDDA's primary source of income comes from the capture of TIFA revenue;

and WHEREAS, the YDDA Board recognizes that the long term financial success of the DDA is directly tied to the long term financial strength of the City of Ypsilanti;

and WHEREAS, over the last five years the YDDA has taken on many opportunities support projects, programs, and initiatives led by the City that would be mutually beneficial to the DDA Districts and the City of Ypsilanti in its entirety;

and WHEREAS, the YDDA has directly supported the City financially in the last five years through formal agreements;

and WHEREAS, YDDA wishes to continue to offer its support to the City that would be mutually beneficial;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. the YDDA Board approves an intergovernmental agreement amendment for services that specifically dedicates a portion of the DDA's TIFA capture to be given to the City in return for a list of guaranteed services to be provided by the City (see attached) in the DDA districts.
2. The amendments to the agreement shall take effect immediate to City Council Approval, and the payment structure agreed to in this document shall take effect on July 1, 2025 to line up with the City's fiscal year. The terms will be maintained and agreed to as specified in the formal agreement.

3. The term of this Agreement shall terminate on July 1, 2028.

3. The terms of the agreement can only be amended by the mutual consent of the YDDA and Ypsilanti City Council as specified in the agreement.

5. all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are and the same hereby are rescinded.

AYES: Doyle, Portis, Otto, V. Brown, Jones-Chance, French, Kreiner

NAYS: 0

ABSTAINED: N. Brown

YES: 7 NO: 0 ABSENT: 4 ABSTAINED: 1 VOTE: Passed

Resolved, this 19th day of September , 2024.

Intergovernmental Agreement for Services

The City of Ypsilanti (City), a Michigan Home Rule City of 1 South Huron Street, Ypsilanti MI 48197 and the Ypsilanti Downtown Development Authority (DDA) of 1 South Huron Street, Ypsilanti, MI 48197 for the mutual promises and benefit of each enter into this Intergovernmental Agreement:

General Recitals

The DDA is a combination of several DDAs established by the City by ordinance. The DDA established several Tax Increment Financing (TIF) Districts and City approved the several TIF Plans. The DDA and City are interested in a new agreement and the parties are desirous of working together for the general greater benefit of the City and its Depot Town district.

The City has been providing snow removal services and the cost of light the Maple Street Lot since its purchase in 1997 and the DDA now seek agreement to cover these costs in addition to the services of a parking enforcement officer. The parties desire to initiate this service arrangement beginning on April 1, 2020 for a term of one year. This agreement shall be renewed annually unless the City or DDA chooses to opt out with 60 days' notice at any time.

The City and DDA are both vitally interested in monetizing public parking assets in order to adequately plan for capital needs and meet its obligations. The goal of this agreement is to provide enough revenue between the parties to cover the costs incurred with maintaining the Maple Street Parking Lot.

The parties agree:

1. City shall continue to provide snow removal services and the lighting expenses associated with the Maple Street Parking Lot.
 - a. The City shall additionally provide 1 parking enforcement officer to patrol the Maple Street Lot
 - b. The City shall assist the DDA with procurement of 1 kiosk and the associated signage in order to properly monetize the Maple Street Lot
 - c. All legal responsibility for the parking enforcement officer and actions of the enforcement officer shall be maintained by City and the City shall obtain and maintain liability insurance concerning the patrol activities of the parking enforcement officer and YPD.
 - d. The parties understand that all of the actual scheduling shall be at the discretion of YPD, and the parking enforcement officer may be assigned or called upon to different duties or patrol upon exigent circumstances.

2. The DDA shall provide the City with 50% of all parking related revenues associated with the Maple Street Parking Lot until the City has received \$20,000 in a given fiscal year.

- a. The DDA will purchase 1 kiosk and cover the installation expenses including signage incurred by the City or its contractors for the purpose of enforcement.
- b. No member, officer, or employee of the DDA shall have any authority over such parking enforcement officer and shall in no case give direction to said parking enforcement officer.
- c. The DDA will prorate the amount paid to the City for these enforcement and maintenance services until the beginning of the next fiscal year.
- d. The DDA will be responsible for fence relocation/installation to address the property line concerns associated with sidewalk installation that is necessary for accessibility in the Maple Street Parking Lot.
- e. The DDA shall receive all parking related revenues associated with the Maple Street Lot once the City is reimbursed \$20,000 in a given fiscal year.
- e. Any prior agreements between the parties concerning the dedication of parking enforcement officers to the DDA area are hereby expressly revoked.
- f. Payments under this Intergovernmental Agreement shall be made by the City deducting said amount from the budget appropriation for the DDA every fiscal year.

3. The term of this Intergovernmental Agreement shall be for 1 years, commencing on the date executed by both parties. This agreement shall be renewed annually unless the City or DDA chooses to opt out with 60 days' notice at any time.

4. This Intergovernmental Agreement is to be performed in the City of Ypsilanti, Washtenaw County, Michigan and all legal venue shall exclusively lie therein.

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

IN WITNESS WHEREOF, the undersigned have set their hands:

For the CITY OF YPSILANTI

Beth Bashert, Mayor



4/24/2020

Date:

Andrew Hellinga, Clerk



Date: 4/24/2020

For the YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY

Christopher Jacobs, Executive Director

Date:

Complete Restatement of
Intergovernmental Agreement for Services
City of Ypsilanti and Ypsilanti DDA

This Complete Restatement of Intergovernmental Agreement for Services (Agreement) is entered into on this _____ day of July 2024, between the City of Ypsilanti (City), a Michigan Home Rule City at 1 South Huron Street, Ypsilanti MI 48197 and the Ypsilanti Downtown Development Authority (DDA) at 1 South Huron Street, Ypsilanti, MI 48197 for the mutual promises and benefit of each enter into this Intergovernmental Agreement: The City and DDA are sometimes hereinafter referred collectively as the parties or as the party if in the singular.

Recitals

The DDA is a combination of several DDAs established by the City by ordinance. The DDA established several Tax Increment Financing (TIF) Districts and City approved the several TIF Plans. For the purposes of this Agreement, the DDA consists of the areas encompassed by the Depot Town TIF, the West Cross TIF, and the Downtown TIF. This Agreement specifically excludes the Water Street TIF.

As the City provides numerous services to the City and the DDA provides numerous services within the DDA Districts, the parties desire to document which entity is responsible, liable, and responsible for the cost.

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, and pursuant to Const 1963, art 7, § 28, the parties hereby agree as follows:

.

The City will charge the DDA an annual rate *See estimated cost breakdown in Attachment A*. This amount shall be increased each year in an by 3%The city will invoice the DDA per cost of services listed in Exhibit A

1. **Support services.** The city will provide to the DDA Employee and Financial Administration. The services included are:

- a. Accounting services including accounts receivable, accounts payable, preparation for audit services, and other related services.
 - b. Payroll administration
 - c. Benefits administration
 - d. Human Resources administration
2. **Information technology and communications.** City will provide IT and telephone services to the DDA. The cost of any equipment shall be at the expense of the DDA.
3. **Office space.** City will provide an office for the DDA Director, including all utilities and use of city printers, scanners, ect. The cost of printing and maintenance shall be included in this service.
4. **Holiday lighting.** City will annually install Winter Holiday Lighting and Décor provided by the DDA and remove the same for the benefit of the DDA.
 - a. All materials, including storage containers, will be provided by the DDA with input from the DPW for reasons of practicality. The DDA will be responsible for the costs associated with replacing broken or worn-out decorations or storage containers.
 - b. City may store all materials during the remainder of the year. If the City stores these materials, the City specifically and categorically rejects all claims of damages or loss during the time of such storage.
 - c. The DDA will be responsible for confirming the lighting plan by September 30th of each year.
 - d. Holiday lighting and décor will be installed December 1st and removed prior to March 1st. If either date falls on a weekend, holiday, or previously scheduled event, the installation or removal will occur on the next workday.
 - e. Holiday lighting and décor shall consist of garland/artificial greenery and lighting (where power is available) on the decorative light poles on:
 - Michigan Avenue, Hamilton to the Huron River;
 - Cross, Huron River to River Street
 - f. Trees will not be decorated by the City for the holidays. The City consents to allow the DDA to contract out decoration of the evergreen tree located in the Depot Town TIF near the

railroad tracks, or another single evergreen mutually agreed upon by both parties. Public trees may be decorated at the cost of the DDA but must be authorized by the City Manager. The parties will execute an agreement for removal and if damage occurs to the trees.

5. **Street Trees.** Street trees in tree pits (The underground soil area for tree roots often with root barriers to direct roots downwards, and the surface treatment for pedestrian safety, and irrigation) will be trimmed by City at least every 3 years.
 - a. The DDA will be responsible for replacement cost of any street trees significantly damaged or removed from tree pits in streetscaped areas within the districts, if replacement is requested. DDA may contract for site preparation and for installation. Tree species and specimens will be chosen in consultation with the DPW. If the DPW waives the right to consult, tree species and specimens will be selected by a certified arborist. All required permits will be acquired by the DDA.
 - b. No in-ground irrigation will be provided or permitted.
 - c. SEE MAP – tree pits only

6. Solid Waste Collection.

- a. The City shall provide tri-weekly (April through November) or bi-weekly (December through March) pedestrian trash receptacle service of sixty-seven (67) trash receptacles in the DDA areas.
 - i. 8 in the West Cross TIF
 - ii. 20 in Depot Town TIF
 - iii. 39 in the Downtown TIF
- b. Receptacles may be added or removed based on joint consultation and agreement between the City and the DDA. If a receptacle is to be added, the DDA will bear the cost of the new receptacle. If a receptacle must be replaced due to damage or wear, the DDA will bear the cost of a new receptacle. If a receptacle is to be added, removed, or relocated, the parties will agree to this in writing.
- c. The style of any new receptacles purchased will be based on mutual consent of the parties.

- d. The parties recognize that the City may choose to contract out this service. Such contracting will not affect this Agreement.
 - e. The parties recognize that the pedestrian recycling receptacles are an amenity and a pilot program. These receptacles are currently picked up every other week. Pedestrian recycling receptacles may be removed at any time by the City; the DDA will be notified of this action. The DDA will not be entitled to waste stream data.
 - f. The City recognizes that the DDA contracts for dumpster service in certain City properties, including the Downtown TIF in dumpster corrals in the North Adams parking lot, North Huron parking lot, and South Huron parking lot. It is the DDA's exclusive responsibility to ensure these areas are kept clean and contaminants from these waste collection areas do not enter the stormwater system. From time to time the parties may agree to move the dumpsters temporarily for construction or other good cause. The DDA may choose to expand this service in other areas but in any new case will conform to dumpster screening provisions of the zoning ordinance or seek a variance from such.
7. **Cigarette butt recycling containers.** The DDA has previously installed cigarette butt recycling containers. The City will not install, clean, or otherwise maintain the DDA's cigarette butt recycling containers. The DDA may choose to place additional or replace existing upon consultation with and permission of the City. The City assumes no liability regarding the cigarette butt recycling containers.
8. **Depot Town Drinking Fountain.** The parties recognize that the DDA desires to install and operate a public drinking fountain at the south end of the pedestrian alley, tax parcel # 11-11-04-463-008 and an approximate address of 31 E Cross. The City agrees that the DDA may install and operate this drinking fountain under the following terms and conditions:
- a. The DDA will be wholly responsible for purchasing the water fountain and the cost of installation thereof.

- b. The water fountain will not impinge upon any required clearances for a five-foot (5') clear path of travel for pedestrians.
- c. The DDA will bear liability for any claims regarding the water fountain

9. **East Cross Street Raingardens.** The DDA will assume all responsibility for the ongoing maintenance, including but not limited to planting and cleaning, of the streetscape rain gardens along East Cross from Rice to River St. These will be maintained in alignment with best practices for raingardens and any changes to the plantings, apart from changes in areas designated for annuals, will be performed in consultation with the DPW and with professionals experienced in rain garden design and maintenance.

10. **Streetlighting.** The City contracts with DTE to provide streetlighting throughout the City, including the DDA Districts. Currently, the majority of the lights located within the DDA Districts are considered “non-stock”, requiring the City to hold stock of non-stock posts and luminaires. The is not equipped or prepared to store such non-stock posts and luminaires or fund replacement materials. The DDA agrees that the City will pursue moving forward with a transition to stock poles and luminaires and that the DDA and the City may enter into a separate agreement regarding the capital costs and timeline of such a switch.

11. **Streetscape items.** City will install up to 3 streetscape items (benches, concrete planters, and bike parking) and invoice DDA for labor and materials to perform the installation these items. Materials and streetscape items will be chosen in consultation with the DDA, but City will be the final approval of items chosen.

- a. Locations for these items will be chosen in consultation with DPW to ensure minimal utility conflict, and not predetermined by the DDA or their partners.
- b. If these items are damaged, destroyed, or stolen, the City will not repair or replace them; however, the DDA may do so at its sole expense

- c. The City will make all effort when granting right of way permits to minimize conflict with streetscape items.
 - d. If and when streetscape items may be damaged such that they present a danger to the travelling public, the City may relocate or remove those items as they see fit. (for instance, when the downtown planters are crashed into)
 - e. The DDA recognizes that the City does not own or control the right-of-way on state trunklines and that additional permits may be required in certain circumstances. The DDA will seek those permits as required.
 - f. SEE MAP: city will not install a new hardscape base for street furniture; city will only install on hardscape.
- 12.**Banners.** City will install & remove light-post mounted banners up to three times per year and invoice the DDA for fees per fee schedule plus any overtime.
- a. It is understood that banners are able to be placed only on decorative lights Downtown (Michigan, Hamilton to the Huron River) and Depot Town (Huron Street to River Street), as these are the only ones with banner arms.
 - b. SEE MAP
- 13.**Parking Lots.** Historically, the DDA has maintained the landscaping in the N Adams, N Huron, and S Huron parking lots via contracted forces. The City has controlled policy, including pricing, and is responsible for stormwater management, snow removal, and capital improvements in these lots as well as the Frog Island and Freighthouse parking lots.
- a. The parties understand that from time to time the DDA may wish to accelerate the capital improvement or capital preventative maintenance of the public parking areas or other spaces. The parties agree that each instance will be negotiated separately.
 - b. Any significant changes in the landscaping by either party will be done in consultation with the other party. The City will have the final determination in any change in any City lot.
- 14.**Real estate held by the DDA.** The DDA currently owns the Maple Street Parking Lot. The DDA acknowledges that the City has no maintenance responsibilities for this lot unless under separate agreement, and these properties will be treated

as held by a separate entity and subject to all applicable ordinances and standards. If no agreement for maintenance between the City and DDA exists, the DDA will be held responsible for any violation of city code.

15. **Separate agreements possible.** Notwithstanding the above, the DDA may request additional services from the City, including the DPW, Finance, or Community Services Department (CSD). Such requests will be made and directed via the City Manager. These services may be provided as capacity permits, and the DDA understands that they may be billed for such services. Every effort will be made to provide an estimate of any costs prior to engaging in any requested activity.
16. **Payments.** Payments under this Intergovernmental Agreement shall be made by the DDA to the City on a date or dates mutually agreed to be each party.
17. **Agreement review.** This agreement may be reviewed upon a request by either party upon providing written notice to the other party.
18. **Severability.** Each provision of this Intergovernmental Agreement shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any portion of this contract is invalid or illegal, such decision shall not affect the rest of this contract, which shall remain in full force and effect.
19. **Venue.** This Intergovernmental Agreement is to be performed in the City of Ypsilanti, Washtenaw County, Michigan and all legal venue shall exclusively lie therein.
20. **Governing Law.** This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
21. **Assigns and successors.** This Intergovernmental Agreement shall inure to the assigns and successors of the parties.

22.No Third Party Beneficiaries. This Agreement is not intended to confer upon any person or entity, other than the parties, any rights or remedies of any kind or nature whatsoever.

23.Repeal. All prior versions of any contract, including the Intergovernmental Agreement for Services executed by the City on November 17, 2015 and by the DDA on December 15, 2015 and the First Addendum thereto shall be null and void or if any provision of any other contract between the parties conflicts with any provision contained herein, the provisions of this Agreement shall prevail.

24.Termination. This agreement may be terminated by agreement of the parties or on 90 days' notice of either party. All financial obligations shall be prorated to the date of termination.

IN WITNESS WHEREOF, the undersigned have set their hands:

For the CITY OF YPSILANTI

_____ Date:

Nicole Brown, Mayor

_____ Date:

Tracey Boudreau, Clerk

For the YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY

_____ Date:

Elize Jekabson, Executive Director

Attachment A

Breakdown of Estimated Costs provided pursuant to this Agreement

- a. Accounting services including accounts receivable, accounts payable, preparation for audit services, payroll, benefits administration and other related services - \$17,536.00
- b. Human Resources administration - \$1,010.00_____
- c. IT and telephone services - \$3,733.75
- d. Office Space and related expenses - \$5,652
- e. Holiday Lighting and Décor Installation - \$15,000
- f. Trimming of Street Trees - \$ 20,000 _____
- g. Solid Waste Collection - \$44,000
- h. DPW Time to review installation of items set forth in Agreement - \$_____Invoiced for actual costs + 10% admin fee_____
- i. Storage - \$3,000_____
- j. Administrative fee 10% of actual cost of services



REQUEST FOR LEGISLATION
October 1, 2024

For: Mayor and City Council

From: Stephen Hobbs, Fire Chief

Subject: Resolution No. 2024-220 Authorizing Fire Chief Hobbs to sign and administer a Grant from the Department of Labor and Economic Opportunity for Turnout Gear.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. RFL Resolution-YFD Turnout Gear Grant
2. GRANT SUPPORTING DOCUMENTS

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: October 1, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION
October 1, 2024

To: Mayor and Council

From: Ken Hobbs, Fire Chief

Subject: Turnout Gear Grant

Summary and Background:

Nearly 15M Awarded to Michigan Fire Agencies to Better Equip Firefighters

July 29, 2024

Lansing, MI — The Michigan Department of Labor and Economic Opportunity (LEO) is pleased to announce the award of \$14,926,451 in grant funds to 187 fire and safety agencies across the state. These funds will be used to purchase an additional set of turnout gear for full-time career firefighters, enhancing their safety and readiness as they serve our communities.

“Ensuring the safety and well-being of our firefighters is paramount,” said LEO Director **Susan Corbin**. “This grant will provide essential gear that allows our firefighters to respond more effectively to emergencies, protecting both themselves and the public. We are committed to supporting the brave men and women who put their lives on the line every day to keep our communities safe.”

The Firefighter Turnout Gear program aims to assist full-time fire department with purchasing an additional set of turnout gear for full-time career firefighters. The additional set of gear consists of coat, pants, and boots, and allows full-time firefighters to be equipped with the latest personal protective gear on the market. The gear will provide full-time firefighters with a clean set of gear to switch into after a fire, instead of waiting until the end of the shift to properly clean the gear, improving response time. Now fire departments across Michigan will be able to provide a higher level of service to the communities by giving them the ability to return to service sooner with having an additional set of gear ready to go.

The funds are a component of the Fiscal Year 2024 State Budget enhancement grants administered by LEO.



REQUEST FOR LEGISLATION
October 1, 2024

"Michigan firefighters carry a tremendous amount of responsibility on their shoulders every day — they should not have to worry about their protective gear failing them on the job," said State **Sen. Sarah Anthony** (D-Lansing). "These grant funds will go a long way in supporting the operational needs of our state's first responders."

"Firefighters are often called on consecutive runs, leaving them little time to properly clean and decontaminate gear," said Michigan House Appropriations Chair State Rep. **Angela Witwer** (D-Delta Twp.). These equipment grants will allow firefighters to continue keeping the public safe while preventing them unnecessary exposure from hazardous chemicals."

The Michigan Professional Firefighters Union played a crucial role in assisting with the grant process. Their collaboration ensured the needs of the firefighters were met and that the grant distribution was effective and equitable.

The Michigan Professional Firefighters Union played a crucial role in assisting with the grant process. Their collaboration ensured the needs of the firefighters were met and that the grant distribution was effective and equitable. "The support from LEO and the additional turnout gear will significantly enhance the safety and operational readiness of our firefighters," said **Matthew Sahr**, President of the Michigan Professional Firefighters Union. "This is a substantial step forward in ensuring that our members have the resources they need to perform their duties safely and effectively. We are grateful for the continued support and partnership."

This initiative underscores LEO's commitment to the safety and well-being of Michigan's first responders and the communities they serve.

The YFD seeks authorization for Fire Chief Hobbs to sign and be the administrator of the turnout gear grant.

RECOMMENDED ACTION: (Approval/Denial)

ATTACHMENTS: (contract, map, letter, etc.)

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



REQUEST FOR LEGISLATION
October 1, 2024

Resolution No. 2024 - 220
October 1, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti Fire Department applied for a turnout gear grant and has been awarded said grant from the Department of Labor and Economic Opportunity.

WHEREAS, the total authorized budget is \$72,714.00 of which \$70,000.00 is the state's contribution and \$2,714.00 is the cities match contribution.

WHEREAS, Mayor and City Council approved the City of Ypsilanti's Fire Department (YFD) budget June 2024 to include \$30,000.00 for turnout gear account number 101-7-3390-768-03.

WHEREAS, the matching fund amount of \$2,714.00 will be deducted from the turnout gear account and not result in any additional costs for the city.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council authorize Fire Chief Hobbs to sign and administer Grant NO E20240304.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

GRANT NO E20240304

Grantee's Unique Entity Identifier: F8ZRJYT8A274

**GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY
AND
Ypsilanti Fire Department**

PART I

GRANTEE/ADDRESS:

Name: Ken Hobbs
Title: Chief
Address: 525 W. Michigan Avenue, Ypsilanti, MI 48197
Phone: (734) 325-8770

GRANT ADMINISTRATOR/ADDRESS:

Contact Name: Amber Covington
Organizational Unit: Department of Labor and Economic Opportunity, State of Michigan
Address: 105 West Allegan Street,
Lansing, MI 48933
Telephone Number: (517) 284-4007

GRANT PERIOD:

From: 10/01/2024 to 09/30/2027

RECIPIENT RELATIONSHIP IN GRANT AGREEMENT:

☐ Sub-recipient ☐ Vendor ☒ Recipient

TOTAL AUTHORIZED BUDGET: \$72,714.00

State Contribution: \$70,000.00
Match Contribution: \$2,714.00

SIGMA Vendor ID: CV0047944

SIGMA Payment Address Code: 001

ACCOUNTING DETAIL: Accounting Template No.: 186FIREGQUIP
Assistance Listing # (ALN):

This is Grant # E20240304 between the Michigan Department of Labor and Economic Opportunity (Grantor), and Ypsilanti Fire Department (Grantee), subject to terms and conditions of this grant agreement (Agreement).

General Provisions: The Grantee agrees to comply with the General Provisions and Progress Reporting as described in Part I, Part II and Attachment E, which are part of this Agreement.

Agreement Amount: The total amount of this Agreement is \$72,714.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$70,000.00.

1.0 Statement of Purpose

The purpose of the program is to assist full-time fire departments with purchasing a second set of turnout gear for firefighters.

1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the following project:

These services are more specifically described in the Grantee's Proposal, Attachment A.

1.2 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Labor and Economic Opportunity to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.
- C. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.

Changes in the Budget of less than 5% of the total line item amount do not require prior written approval, but Grantee must provide notice to the Grant Administrator.

Changes in the Budget equal to or greater than 5% of the total line item amount will be allowed only upon prior review and written approval by the Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

1.3 Payment Schedule

The maximum amount of grant funding is \$70,000.00 (Seventy Thousand and 00/100)

- A. Payments may be made upon submission of Grantee Financial Reimbursement requests in EGrAMS <http://egram-mi.com/leo> indicating grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes for the full length of the state of Michigan's retention schedule, in order to comply with this Agreement.
- B. The payment of the final grant amount shall be made after completion of the

project and after the Grant Administrator has received and approved a final report, if applicable. The final payment is also contingent upon the submission of a final invoice that includes expenditures of grant funds reported by line item and compared to the approved Budget.

- C. Financial Status Report(FSR) must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments
- D. The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Public Act 279 of 1984 states that the state shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

E. Reimbursement Mechanism

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology, Management and Budget's web site: <https://www.michigan.gov/sigmavss>.

F. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Governmental Grantees with an existing cost allocation plan may budget accordingly in lieu of an indirect cost rate. Non-governmental Grantees may use a cost allocation plan only if the plan was in place prior to December 26, 2014.

1.4 Monitoring and Reporting Program Performance

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.

- B. A Final Report is required. The Grantee will do the following:
1. Submit one draft copy of the final report via EGrAMS no later than 30 days after the end of the Project Period for review by the Grant Administrator.
 2. After the Grant Administrator has determined the completeness and factual accuracy of the report, the Grantee shall submit one final copy of the report to the Grant Administrator.
 3. The final report will include the following information:
 - a A summary of the project implementation plan and any deviations from the original project as proposed.
 - b Accomplishments and problems experienced while carrying out the project activities.
 - c Coordinated efforts with other organizations to complete the project.
 - d Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
 - e Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
 - f Any experience in applying the project products and anticipated "next steps".
 - g Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for project changes from the Grant Administrator. During the project period, the grantee shall obtain prior written authorization from the Grantor before adding, deleting, or making a significant change to any eligible uses of funding as identified. Approval of changes is solely at the discretion of the Grantor. **See Section 1.2, Detailed Budget.**

2.2 Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

2.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

2.7 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall

maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.8 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension, or through December 31, 2031, whichever is later ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.9 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

3.1 Intellectual Property

Ownership by Grantee

Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

3.2 Safety

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.3 General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.4 Termination

A. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. The State will provide written notice 30 days prior to the termination of the agreement as referenced for part (b) of subsection A. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause,

including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

C. Mutual Termination

Mutual termination may be made by either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.

D. The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for activities, Grantee's incurred expenses or financial losses, or any additional compensation during a stop work period.

3.5 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.6 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an 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 race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.7 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.8 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume

performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

3.9 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

4.0 Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

4.1 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.2 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency,

a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.3 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

4.4 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations.

4.5 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

4.6 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.7 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

4.8 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

4.9 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

Signature: *Gregory Rivet*

Date: 09/13/2024

Gregory Rivet, Director

Executive Office

Department of Labor and Economic Opportunity

State of Michigan

Signature:

(Name of Person Authorized to Accept Grant)

Ypsilanti Fire Department

GRANT NO. E20240304

Federal Provisions Addendum

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Federally Assisted Construction Contracts

If this contract is a "federally assisted construction contract" as defined in [41 CRF Part 60-1.3](#), and except as otherwise may be provided under [41 CRF Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, 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, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Copeland "Anti-Kickback" Act

If applicable, the Contractor must comply with the [Copeland "Anti-Kickback" Act \(40 USC 3145\)](#), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in

the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

3. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable.

4. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. Clean Air Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

6. Debarment and Suspension

A "contract award" (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management \(SAM\)](#), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7. Byrd Anti-Lobbying Amendment

If this Contract **exceeds \$100,000**, bidders and the Contractor must file the certification required under [31 USC 1352](#).

8. Procurement of Recovered Materials

Under [2 CFR 200.322](#), a non-Federal entity that is a state agency or agency of a political subdivision of a state and **its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase

price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Byrd Anti-Lobbying Certification

The following certification and disclosure regarding payments to influence certain federal transactions are made under FAR 52.203-11 and 52.203-12 and [31 USC 1352](#), the "Byrd Anti-Lobbying Amendment." Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. [FAR 52.203-12](#), "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.
2. The bidder, by submitting its proposal hereby certifies to the best of his or her knowledge and belief that:
 - a. No federal **appropriated** funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
 - b. If any funds **other than federal appropriated funds** (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf **in connection with this solicitation**, the bidder must complete and submit, with its proposal, [OMB standard form LLL](#), [Disclosure of Lobbying Activities](#), to the Solicitation Manager; and
 - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 must certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance is placed at the time of Contract award. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract under [31 USC 1352](#). Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision is subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signature:

(Name of Person Authorized to Accept Grant)

Ypsilanti Fire Department

ATTACHMENT A

Objective : Acquire a second set of gear for all full-time employees who are certified firefighters.

Activity : Gear sizing for remaining members

Responsible Staff : schultz

Date Range : 05/21/2024 - 07/01/2024

Expected Outcome :

Measurement :

Activity : Order Gear

Responsible Staff : schultz

Date Range : 05/21/2024 - 09/01/2024

Expected Outcome :

Measurement :

ATTACHMENT B

PROGRAM Firefighter Turnour Gear - 2024			DATE PREPARED 9/13/2024	
CONTRACTOR NAME Ypsilanti Fire Department			BUDGET PERIOD From : 10/1/2024 To : 9/30/2027	
MAILING ADDRESS (Number and Street) 525 W. Michigan Avenue			BUDGET AGREEMENT ☒ Original ☐ Amendment	AMENDMENT # 0
CITY Ypsilanti	STATE MI	ZIP CODE 48197	FEDERAL ID NUMBER 38-6004750	

	Category	Total	Amount	Cash
1	Salaries/Personnel	0.00	0.00	0.00
2	Fringe Benefits	0.00	0.00	0.00
3	Travel	0.00	0.00	0.00
4	Supplies and Materials	0.00	0.00	0.00
5	Contractual Services	0.00	0.00	0.00
6	Other	72,714.00	70,000.00	2,714.00
7	Indirect Costs	0.00	0.00	0.00
TOTAL EXPENDITURES		72,714.00	70,000.00	2,714.00

Attachment C - State Travel Rates

[Attachment C - State Travel Rates](#)

Attachment E - Program Specific Requirements

[Attachment E - Program Specific Requirements](#)



REQUEST FOR LEGISLATION
October 1, 2024

For: Mayor and City Council

From: Bonnie Wessler, DPS Director

Subject: Resolution No. 2024-221 Approving the State Trunkline Maintenance Contract between the City and the Michigan Department of Transportation with a term beginning on October 1, 2024 and expiring September 30, 2029.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. MOT contract- Council- RFL_Resolution
2. 2024 Ypsilanti Muni Contract

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: October 1, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



From: Bonnie Wessler, Department of Public Works

Subject: MDOT State Trunkline Maintenance Contract

The City of Ypsilanti has an existing five (5) year contract with the Michigan Department of Transportation (MDOT) to provide for the maintenance of state trunklines and bridges within the City. The contract term ends on September 30, 2024 and MDOT is interested in continuing to use the City of Ypsilanti for trunkline maintenance and has proposed an agreement for the City of extend these services from October 1, 2024 to September 30, 2029. The contracts are very similar with many of the adjustments to the language related to administrative reporting requirements. The City is compensated for employee wages and benefits, materials, and vehicle/equipment usage expended in fulfilling the terms of the contract.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Contract

2024 Goal Alignment:

- ☐ **Strategic Goal 1: Capital Improvements and revitalization of City owned facilities and spaces.**
 - ☐ **Strategic Goal 2: Staff retention and creating greater efficiencies.**
 - ☒ **Strategic Goal 3: Community Engagement**
 - ☐ **Strategic Goal 4: Infrastructure and investment**
 - ☐ **Strategic Goal 5: Financial Planning**
-



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

WHEREAS, that agreement is expiring on September 30, 2024; and,

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

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti approves the State Trunkline Maintenance Contract between the City of Ypsilanti and the Michigan Department of Transportation with a term beginning on October 1, 2024 and expiring September 30, 2029, and authorizes Bonnie Wessler, Director of Public Works, to sign the contract on the City's behalf per Resolution 2024-178.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT
CITY OF YPSILANTI

This Contract made and entered into by and between the Michigan Department of Transportation (MDOT), and the City of Ypsilanti, a Michigan municipal corporation (Municipality).

RECITALS:

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

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

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

The parties agree as follows:

SECTION 1. SCOPE OF WORK

- A. Services Provided: For the term of this Contract, the Municipality agrees to maintain the state trunk line highways and, if applicable, appurtenant facilities within the Contract Area by performing maintenance work. Maintenance work will be performed under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management and Operations (TSMO) of MDOT. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding. For maintenance work not covered by the Field Activity Budget, a Transportation Work Authorization (TWA) will be issued by the Region Engineer.
1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall remain in effect until either replaced or modified by the Region Engineer and

approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes. Attachment G (Municipality Firm Unit Prices) and H (Municipality Snow Hauling Calculation Form) will be attached to the Letter of Understanding.

2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
 3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
 4. The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic systems (ITS). All such work will be listed in the Letter of Understanding, as set forth in Appendix F, included in the line item budget and defined in a supplemental scope.
 5. The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.
 6. The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.
- B. Specifications and Performance: The Municipality will provide personnel, equipment, materials, and facilities to perform the maintenance work under the terms of this Contract in a manner consistent with MDOT's established guidelines for winter and non-winter maintenance activities.

The Municipality shall perform all maintenance work under this Contract in accordance with accepted maintenance practices and/or specifications provided by MDOT and in accordance with the approved Budget and annual Work Plan.

When MDOT recognizes that a certain maintenance activity, is not in compliance with accepted maintenance practices and/or specifications, it will, within sixty (60) days of the billing of work, issue a written notice to the Municipality. Upon issuance of the first written notice, MDOT will work with the Municipality to develop a corrective action plan. Once

both MDOT and the Municipality are satisfied with the corrective action plan, MDOT and the Municipality will approve the plan for implementation. MDOT will reimburse the Municipality for the cost of the non-compliant work. Once the corrective work is completed in accordance with the corrective action plan, the Municipality will submit the cost for the corrective work for full reimbursement by MDOT. The Municipality agrees that if corrective work is not in accordance with the corrective action plan, the Municipality will not invoice MDOT for the non-compliant corrective work.

If MDOT determines that the corrective work is not in compliance with the corrective action plan, within thirty (30) days it will issue a second written notice to the Municipality describing the unacceptable corrective work, the reason for rejection, and include a written copy of MDOT's maintenance practices and/or specifications, if applicable. Work not meeting the corrective action plan will be corrected by the Municipality in accordance with the second written notice and the previously approved corrective action plan, without additional charge to MDOT. If MDOT, upon completion of the Municipality's second attempt to correct the non-compliant work, determines that the work is still not in compliance, MDOT will have the non-compliant work corrected by other means at MDOT's expense and the Municipality will reimburse MDOT for such expense through Maintenance Local Agency Payment System (MLAP). If there is a disagreement between MDOT and the Municipality regarding whether or not the corrective work meets MDOT's maintenance practices and/or specifications, the Municipality may request the Dispute Resolution Process as outlined in Section 26.

- C. Permits: At the request of the Region Engineer, the Municipality may agree to inspect work performed by permit or otherwise assist MDOT with permits. In such event:
1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents, and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.
 2. MDOT will further require Permit Applicants to provide Commercial general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability policy with a blasting endorsement when blasting is involved, or Commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities or public utilities.

3. The amounts of such insurance will be no less than:

Commercial General Liability Insurance:

The minimum limits shall be \$1,000,000 each occurrence and \$2,000,000 aggregate.

Combined single limit for bodily injury and property damage liability shall be \$1,000,000 each occurrence.

The insurance limits above may be attained through an umbrella policy.

- D. Transportation Work Authorizations: TWA's may be issued by the Region Engineer for both Maintenance work and non-maintenance work. This work may be performed by the Municipality, or a subcontractor as set forth in Section 9 of this Contract. TWA's will be performed in accordance with MDOT's accepted maintenance practices and specifications and as required in the TWA. The Municipality will provide the necessary supervision or inspection to ensure that the work is performed in accordance with the TWA. In the event the Region Engineer finds the work performed not in compliance with MDOT's accepted maintenance practices or the specifications on the TWA, then the corrective action specified in Subsection 1 (B) will be followed.
- E. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

SECTION 2. RESERVED FOR FUTURE USE

SECTION 3. INTEGRATION OF STATE AND MUNICIPAL WORK

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

SECTION 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR

The Municipality hereby designates Bonnie Wessler. as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. The Municipalities' title for this position is Public Works Director. In the event

the Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

SECTION 5. SUPERVISION

The Municipality hereby designates Gary Burchwell or others functioning in the same capacity as Highway Maintenance Foremen, hereinafter referred to as the “Foremen”, who will oversee all work covered by this Contract and be responsible to the Contract Administrator. The Municipality will notify MDOT in writing within (30) days of any change in the above personnel. The Municipality will be reimbursed for actual time worked by the Foremen on state trunkline Highway maintenance when supported by daily timecards signed by their immediate supervisor or electronic timekeeping approved by their assigned supervisor subject to the provisions of Subsection 16(B).

SECTION 6. WAGE SCHEDULE

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality. A copy of the union agreement or HR Wage Schedule will be provided to MDOT upon request.

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

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

SECTION 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS

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

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

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

SECTION 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials produced and/or supplied by the Municipality may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review/audit. The term "review/audit" hereafter will be referred to as "review".

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion. All changes will be submitted with the Firm Unit Prices form, Appendix G.

☒ No, Firm Unit Price items will not be used.

☐ Yes, Firm Unit Price items will be used.

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

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

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

SECTION 9. SUBCONTRACTS

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

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

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the submission of a Form 426 and summary of emergency work within 15 days of completion.

The parties agree to extend the terms of the Contract if subcontracted work is incomplete at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT. In situations where this Contract is terminated by the Municipality or MDOT, all subcontracts shall be deemed terminated as of the date the Contract is terminated. The Municipality must incorporate this provision into all subcontracts.

County and/or Municipality-based advantage programs, hereinafter the "CBA Process", or any type of preference program which awards contracts based on criteria other than low bid through the competitive bidding process, may not be used for any work under this Contract.

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

The term of any subcontract will not exceed five (5) years including any extensions.

For subcontracts involving the items of Drainage Structure Cleanout, Curb Sweeping, and Area Mowing, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

All Subcontracts shall be awarded to the lowest qualified bid. Subcontract solicitation and approval process will be as follows:

- A. **Subcontracts less than \$25,000:** The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.
- B. **Subcontracts \$25,000 or greater:** The Municipality will advertise and award by competitive bid. Advertisements must clearly define the scope of work, performance specifications, MDOT contract terms, and the location of work to be performed. Documentation of the solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.

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

SECTION 10. NON-DISCRIMINATION

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

SECTION 11. ANTI-KICKBACK

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

SECTION 12. SCOPE OF CONTRACT

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

SECTION 13. INSURANCE

- A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days' notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days' notice provisions and the limits of liability, will be submitted to MDOT. The Municipality agrees to review its insurance programs with its statewide association in an effort to obtain cost savings and efficiency for MDOT.

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

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

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

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

SECTION 14. WORKERS' DISABILITY COMPENSATION

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

SECTION 15. BUDGET

Each MDOT fiscal year, the Region Engineer will prepare separate budgets for winter and non-winter maintenance in accordance with MDOT guidelines. The Region Engineer, in consultation with the Municipality, shall develop an annual Work Plan which shall include non-winter maintenance activities, a proposed schedule, and the estimated cost for such activities. The sum of those estimated costs will constitute the non-winter Budget and will be distributed monthly in accordance with the proposed schedule.

MDOT agrees that, once established, the fiscal year non-winter maintenance will not be reduced, except as otherwise provided in this Contract. The Budget for winter maintenance activities will be based on a five-year (5) average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality-supplied road salt, winter sand, other de-icing chemicals and overhead. Notwithstanding the foregoing, MDOT will establish a statewide holdback fund amount not to exceed thirty percent (30%) of the five (5) year winter average. The statewide holdback funds will be used to cover Winter Overruns of the Municipality, other contract road agencies, and MDOT direct forces. The statewide holdback funds will also be used to pay any budget review adjustments owed to contract agencies. MDOT will distribute any remaining funds in the statewide holdback to contract agencies and MDOT direct forces based on a prioritization of statewide non-winter maintenance needs.

The Region Engineer and the Municipality will review the non-winter maintenance Budget together at least every other month. Any adjustments to the proposed work plan to curtail or expand operations will be addressed in this Budget review. During winter operations, the winter Budget will be reviewed by the Region Engineer and the Municipality every month to conduct the same review.

MDOT and Municipality will meet between March 1 and May 15 of each fiscal year to develop a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter Budget, if any. The work activities proposed in the supplemental summer program will be prioritized to support MDOT's preservation strategy. The remainder of the winter Budget will be released to the Municipality two weeks after the final bill is received by MDOT covering the winter season as defined in the Winter Letter of Understanding.

If the Municipality's winter overruns (including benefits and overhead) exceed MDOT's winter budget and holdback funds statewide, MDOT will seek additional funding to address the overruns including a supplemental appropriation from the State Budget Office. MDOT reserves the right to reduce the non-winter maintenance Budget if efforts to secure additional funding are unsuccessful.

SECTION 16: REIMBURSEMENT SCHEDULE

MDOT will reimburse the Municipality for costs incurred in the performance of the work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT's Maintenance Local Agency Payment (MLAP) system prior to the start of the review for each respective year of the Contract period.

- A. Requests for reimbursement shall be made through MLAP at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within fifteen (15) days from the end of each bi-monthly period. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Municipalities with a line-item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis.
- B. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- C. MDOT will reimburse the Municipality for the cost of MDOT's share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.
- D. MDOT will reimburse the Municipality for the cost of MDOT's share of the actual cost of Municipality owned or purchased energy.
- E. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- F. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:
 - 1. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating, or loading for materials in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, and these costs can be identified within the records of the Municipality. When bulk items intended for use on the state

trunkline are co-mingled with the Municipality's materials for their local roads, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.

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

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

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

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

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

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

- L. The Municipality will be reimbursed as a direct cost for work performed by the Foreman making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Foreman designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A. **The completed Form 410A shall be uploaded to MDOT's MLAP system.**

SECTION 17: ELECTRONIC FUNDS TRANSFER

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

SECTION 18: SNOW HAULING

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer and will be detailed in the Letter of Understanding. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. Prior written authorization from the Region Engineer shall be required for each snow haul event outside the parameters in the Letter of Understanding and shall be kept on file for review purposes.

MDOT'S share of snow hauling will be calculated on the Municipality Snow Hauling Calculation Form, Appendix H. The completed form will be submitted to the Region Engineer. The snow hauling percentage will be based on the ratio of the width of area designated for traffic movement to the width of the total area agreed upon for snow hauling. MDOT is not responsible for snow removal in parking lanes or sidewalks and will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement.

MDOT'S reimbursement for snow hauling from state trunkline highways will be paid at the below percent of actual charges supported by proper documentation.

80 percent (%)

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

SECTION 19: PAVEMENT MARKING

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

SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of Curb Sweeping, Area Mowing and Litter Pickup will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

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

SECTION 21: TREES AND SHRUBS

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

SECTION 22: EQUIPMENT LIST

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be uploaded to the Files page in MDOT's MLAP system.

SECTION 23: RECORDS TO BE KEPT

- A. The Municipality will 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 will be established and maintained for all costs incurred under this Contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.
 2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.
 3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. Cost records are not necessary in support of the overhead percentage or the five percent (5%) handling charge.
- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute regarding allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

The Municipality will maintain all RECORDS supporting equipment usage from the time of equipment purchase to disposal to support any gain or loss from equipment disposed.

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

SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT

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

SECTION 25: CONTRACT REVIEW AND RESPONSE

- A. The Municipality's records will be subject to review within the statute of limitations, and the review period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed.

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

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

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

- B. Within sixty (60) days after the date of the Notice of Review Results, the Municipality will submit to MDOT a written response, hereinafter referred to as the “Response”, to the Notice of Review Results indicating one of the following options:
1. The Municipality concurs with the Notice of Review Results and will either repay the amount of any overpayment to MDOT and/or or be reimbursed the amount of any underpayment by MDOT.
 2. The Municipality does not concur with Notice of Review Results. The “Response” will explain the nature and basis for any disagreement as to a disallowed item of expense, and/or,
 3. The “Response” will include a written explanation as to any questioned item of expense. The “RESPONSE” will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
 4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.
- MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, “Dispute Resolution Process”.

SECTION 26: DISPUTE RESOLUTION PROCESS

A. Contract Disputes

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

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

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

B. Review Disputes

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

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their Response.
- 2) After an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT's decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel's written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.

- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

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

Injunctive Relief

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

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

SECTION 27: TERM OF CONTRACT

This Contract will be in effect from October 1, 2024 through September 30, 2029.

SECTION 28: CONTRACT TERMINATION OR EXPIRATION

- A. For convenience, MDOT may terminate this Contract by providing written notice to the Municipality at least two (2) years prior to the beginning of the Contract year to which the termination, applies.

The Municipality may terminate this Contract by providing written notice to MDOT at least two (2) years prior to the beginning of the Contract year to which the termination applies.

In the event either party provides notice of an intent to terminate the Contract as provided in this subsection, the Contract shall terminate at the beginning of the Contract year (October 1), two years following the date of the notice. For greater clarity, the parties do not intend for the Contract to terminate as of the date of the notice. Notwithstanding any other provision to the contrary, if a party provides notice of its intent to terminate the Contract as provided in this subsection and the Contract will expire before the two-year notice period has lapsed, the parties agree that the Contract shall be automatically renewed and continue in full force and effect until October 1, two years following the date of the notice.

- B. If a new Contract has not been executed by the parties within 120 days following the expiration of this Contract, this Contract shall be deemed automatically renewed as of the date of expiration and continue in full force and effect for two years following such date. After those two years have lapsed, the Contract shall be deemed terminated.
- C. Notwithstanding any provision of this Contract to the contrary, upon termination of this Contract “for cause”, the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION

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

SECTION 30: CONTRACTUAL INTERPRETATION

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

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate and any words or phrases that have a specialized meaning in the law, shall be construed and understood according to such specialized meaning.

SECTION 31: AUTHORIZED SIGNATURE

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

CITY OF YPSILANTI

BY: _____
TITLE:



BY: _____
TITLE: MDOT Director

APPENDIX A

DEFINITIONS

Annual Work Plan: A schedule developed by the Municipality and Region Engineer's designee of the routine maintenance work to be performed annually on state trunklines by the Municipality.

Budget: The funds allocated to the Municipality for the fiscal year beginning October 1. Budget may also be referred to as Annual Budget or Field Activity Budget or Maintenance Budget.

Chemical Storage Facilities: Bulk salt storage buildings.

Competitive Bidding: A procurement process that involves advertising work so that qualified vendors can submit bids to perform the work. The contract is then awarded to the lowest qualified bidder.

Contract Administrator: An individual designated by the Municipality responsible for supervising all work covered under this Contract.

Department: The Michigan Department of Transportation.

Engineer of Transportation System Management and Operations (TSMO): The Department's designated engineer of TSMO.

Equipment Questionnaire: A report prepared by the Municipality and forwarded to the Department to substantiate the previous year's actual equipment costs.

Foremen: A person(s) designated by the Municipality responsible for overseeing all work covered under this Contract and is responsible to the Contract Administrator.

Maintenance Work: Routine activities performed on a regular basis or in response to uncontrollable events upon the state trunklines. Also includes planned activities to state trunklines to preserve functional condition and any work authorized by a TWA.

Maintenance of State Trunkline highways/lane miles maintained: The Municipality is to provide the winter and non-winter maintenance activities on its miles as identified within the work plan.

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

Non-Winter Maintenance Budget: The portion of the Budget allocated to non-winter maintenance activities.

Office of Commission Audit (OCA): The office that reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

Region Engineer: The Department's designated chief engineer responsible for the oversight of each region of the Department or that region's designee.

Review: A financial statement review is a service under which the accountant obtains limited assurance that there are no material modifications that need to be made to an entity's financial statement for them to be in conformity with the applicable financial reporting framework. OCA's review will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Governmental Auditing Standards* issued by the Comptroller General of the United States. A review consists primarily of inquiries of personnel and the application of analytical procedures to data.

Schedule C Equipment Rental Rates: The department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment calculated from the average costs submitted by each agency in the "Equipment Questionnaire".

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

Small Power Tools: Work tools powered by electricity or battery power and have a rental rate assigned.

State Administrative Board: A Board that consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The DTMB designates a Secretary to the State Administrative Board and provides for staff support. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capital outlay process and the settlement of small claims against the state. The State Administrative Board functions through three standing committees (Finance and Claims, Building, Transportation and Natural Resources) which make recommendations to the Board. The State Administrative Board meets the first and third Tuesday of each month.

State Trunkline Highway: A road, highway, or freeway under the jurisdiction of the Department, and usually numbered as an M, US, or Interstate Route.

Termination for Cause: The exercise of MDOT's right to terminate this Contract "for cause", in whole or in part, if the Municipality, as determined by MDOT: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose MDOT to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

Termination Date: The date the contract is no longer effective.

Transportation Work Authorization (TWA): A written order for work not covered by the Budget. Funding for the TWA is reimbursed to the Municipality in addition to the annual Budget.

Transportation and Natural Resources Committee: A committee that approves the award of Michigan Department of Transportation (MDOT) contracts and agreements; Department of Natural Resources (DNR) oil, gas, and mineral leases; conveyance of submerged lands. The committee meets the Wednesday before the State Administrative Board meeting. The agenda is prepared by MDOT and DNR.

Winter Maintenance: Maintenance Work centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and bare driving surface under prevailing winter conditions. The activity numbers that define the Budget line items for winter maintenance are:

1410: Winter maintenance

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

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

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

Winter Maintenance Patrol: An employee assigned to monitor state trunkline road conditions during the winter at times outside the normal workday, i.e. 2nd or 3rd shift.

Work Plan: An annual outline of maintenance activities to be performed under this Contract. The components of the plan include the amount of Budget allocated to each routine maintenance activity group, a list of prioritized maintenance activities, and may include a proposed timeframe for completion.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2024, through September 30, 2029

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

APPENDIX C

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX D

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

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

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

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

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

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

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

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions;

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

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

1. Resolution 2011-2 is rescinded.
2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.
5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and

the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

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

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

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

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

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

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

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

This Resolution is effective April 25, 2017.



APPENDIX E

SUBCONTRACT REQUIREMENTS

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

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

State Administrative Board approval is required on all contracts (including subcontracts) when the sum of the contract including any optional year(s) is \$500,000 or greater.

Amendments

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

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

January 30, 2024



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

BRADLEY C. WIEFERICH, P.E.
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name

Address

Contact Person, Title

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

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 1, of the State Trunkline Maintenance Contract.

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

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

Reimbursement for Snow Hauling will be limited to (insert agreed upon snow hauling parameters) and will be reimbursed at (insert snow hauling rate)% of the total costs of snow hauling. For any additional snow hauling outside of these parameters, MDOT will not participate in the cost unless written approval is received prior to the snow hauling. The Municipality Snow Hauling Calculation form (Appendix H) is attached.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract. Payment for items with Firm Unit Prices will be in accordance with the attached Municipality Firm Unit Prices form (Appendix G) attached.

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

Name
Page 2
Date

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

Sincerely,

Name
Maintenance Coordinator (or Engineer)
MDOT ____TSC

APPROVED BY:

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

Dated this _____ day of _____, 2024

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

Appendix G

Michigan Department
of Transportation
0572 (03/2024)

MUNICIPALITY FIRM UNIT PRICES

Clear Form

MUNICIPALITY NAME	EFFECTIVE DATE
-------------------	----------------

TYPE OF MATERIALS PRODUCED OR SUPPLIED	UNIT OF MEASURE	UNIT PRICE	ITEM LOCATION	PRICE INCLUDES

INSERT ABOVE, THE FOLLOWING APPLICABLE NUMBER(S):

Type of Materials produced or supplied by Municipality

- 1. Aggregate
- 2. Winter Sand
- 3. Salt
- 4. Other (Describe):

Item Locations

- 1. Pit Site
- 2. Yard
- 3. Other (Describe):

Price Includes

- 1. Processing or Mixing Costs
- 2. Stockpiling or Hauling to Stockpile Costs
- 3. Royalty Costs
- 4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)
- 5. Winter Sand
- 6. Bituminous Costs
- 7. Other (Describe):

MUNICIPALITY SUBMITTED BY		
NAME	TITLE	DATE

MDOT APPROVED BY		
NAME	TITLE	DATE

Appendix H

Michigan Department
of Transportation
5191 (02/2024)

MUNICIPALITY SNOW HAULING CALCULATION FORM

Clear Form

Definitions

MUNICIPALITY NAME	ROUTE	EFFECTIVE DATE
-------------------	-------	----------------

SKETCH OF ROADWAY AND SNOW HAULING LIMITS

TOTAL WIDTH OF SNOW HAULING (WSH) ft	WIDTH OF AREA DESIGNATED FOR TRAFFIC MOVEMENT (ADTM) ft
SNOW HAULING RATE (SHR): $SHR = ADTM / WSH \%$ SHR: / = %	

MUNICIPALITY SUBMITTED BY	
NAME	TITLE

MDOT APPROVED BY	
NAME	TITLE

DEFINITIONS

Total Width of Snow Hauling (WSH): Total width of the roadway, parking lanes, and sidewalks from which snow will be removed during snow hauling operations.

Width of Area Designated for Traffic Movement (ADTM): The portion of the highway right-of-way that is intended for traffic movement. The ADTM does not include parking lanes, sidewalks, or buffer areas that are part of the right-of-way.

Sample Calculation

Total road right-of-way is 66 feet, which includes three 12-foot lanes, two 8-foot parking lanes, and 7 feet of sidewalk and buffer space on each side of the roadway. No snow will be hauled from the area beyond the sidewalks.

WSH: 66 feet

ADTM: 36 feet

Snow Hauling Rate: $36 \text{ feet (ADTM)} / 66 \text{ feet (WSH)} = 55\%$



REQUEST FOR LEGISLATION
October 1, 2024

For: Mayor and City Council

From: Bonnie Wessler, DPS Director

Subject: Resolution No. 2024-222 Awarding the 2024-2026 Pavement Preventative Maintenance contract to Asphalt Restoration, Inc. for the total bid amount of \$286,650 over three years.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. CracksealAward- Council- RFL_Resolution
2. 24-26 Pavt Preventative Maint Bid Results Letter

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: October 1, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



From: Bonnie Wessler, Director of Public Works

Subject: Local Road Capital Preventative Maintenance/Cracksealing 3-Year Contract Award

SUMMARY & BACKGROUND:

In an effort to maintain the roadways within the community, the City is developing a transportation asset management plan. As part of that planning process, we have identified cracksealing as the first and easiest step to take. In early 2023, Area 4 (Thursday's rubbish pickup area) was successfully cracksealed, and in the interest of building on that success and streamlining the process, a three-year bid was solicited.

Cracksealing is a relatively inexpensive method of extending the functional life of roadways. Sealed bids for the project were received at 2pm on September 9th, in the City of Ypsilanti Council Chambers. The two bids from responsive bidders were for three-year totals of \$286,650 and \$298,900 and the lowest responsive bidder was Asphalt Restoration, Inc in the amount of \$286,650. The budgeted amount for this project was \$150,000 in FY24/25 and FY25/26 from the Local Streets Fund (202-7-9072-818-00).

The City's engineering consultant has reviewed the bids, and are recommending Asphalt Restoration to be awarded the bid.

RECOMMENDED ACTION:

Based on the recommendation from the engineering consultant, staff recommends City Council award the 2024-2026 Pavement Preventative Maintenance contract to Asphalt Restoration for the bid amount of \$286,650, subject to the review by the City Attorney.

ATTACHMENTS: Engineer Recommendation Letter; Bid Tabulation

2024 Goal Alignment:

- ☐ **Strategic Goal 1: Capital Improvements and revitalization of City owned facilities and spaces.**
- ☒ **Strategic Goal 2: Staff retention and creating greater efficiencies.**
- ☐ **Strategic Goal 3: Community Engagement**
- ☒ **Strategic Goal 4: Infrastructure and investment**
- ☐ **Strategic Goal 5: Financial Planning**



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, funding has been programmed in the local streets fund for pavement preventative maintenance in the City of Ypsilanti; and,

WHEREAS, the City of Ypsilanti has solicited sealed bids for the project; and,

WHEREAS, Asphalt Restoration is the lowest qualified bidder and is being recommended by the City's engineering consultant for this project.

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti awards the 2024-2026 Pavement Preventative Maintenance contract to Asphalt Restoration, Inc for the total bid amount of \$286,650 over three years.

THAT the Mayor and City Clerk are authorized to sign this contract, subject to review by the City Attorney, and any change orders are subject to review and approval by the City Manager to facilitate the completion of this work up to the originally budgeted amount.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

September 19, 2024

City of Ypsilanti
One Huron Street
Ypsilanti MI 48197

Attention: Bonnie Wessler, AICP
Director of Public Services
City of Ypsilanti

Regarding: Recommendation of Award
2024-2026 Pavement Preventative Maintenance

Dear Ms. Wessler:

Three sealed bids for the 2024-2026 Pavement Preventative Maintenance were received and publicly read aloud at 2:00 pm on Monday, September 9, 2024, in the City of Ypsilanti Council Chambers. One submitted bid did not include the required bid bond and is considered a non-responsive bidder. The two responsive bids ranged from \$286,650.00 to \$298,900.00. The detailed bid tabulation is attached.

Asphalt Restoration, Inc. is the lowest responsive bidder on the project. All required information, including bond surety, statement of qualifications, and subcontractors listing, has been provided.

It appears Asphalt Restoration, Inc. is capable of performing the work based on referenced projects and information provided with the statement of qualifications in the bid package. Based on the submitted information, it is recommended that the City of Ypsilanti, 2024-2026 Pavement Preventative Maintenance contract be awarded to Asphalt Restoration, Inc. for the bid amount of \$286,650.00.

Should there be any questions, please contact this office at (734) 522-6711.

Sincerely,
OHM Advisors



Rachel Jackson, P.E.

CC: Andrew Hellenga, City Manager
Kent Early, PE, OHM Advisors
Fraser Payne, PE, OHM Advisors

Attachment: Bid Tab

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REQUEST FOR LEGISLATION
October 1, 2024

For: Mayor and City Council

From: Bonnie Wessler, DPS Director

Subject: Resolution No. 2024-223 Awarding a contract for Prospect Road Restripping and Temporary Concrete Barrier Wall Installation, based on bids received by September 29, 2024 at 8 p.m.

SUMMARY & BACKGROUND: The recipient of this contract award will be determined after the deadline of September 29th at 8 p.m. and once all bids have been reviewed.

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Prospect Restripping and Temporary Concrete Barrier Wall Installation
2. Prospect- Council- RFL_Resolution_UPDATED

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: October 1, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:

City of Ypsilanti
County of Washtenaw, Michigan

Request for Proposals
PROSPECT ROAD RESTRIPING AND
TEMPORARY CONCRETE BARRIER WALL INSTALLATION
FOR THE CITY OF YPSILANTI, MICHIGAN

September 24, 2024

The City of Ypsilanti is issuing a Request for Proposals (RFP) for Prospect Road restriping and barrier wall installation at the bridge just north of Michigan Ave (Ypsilanti, MI 48362)

Emailed Proposals: Contractor will deliver one **(1) original** email with attachment to the following email addresses with the following subject line “Prospect Road – Official Bid”:

wesslerb@cityofypsilanti.com
adam.rychwalski@ohm-advisors.com
Rachel.jackson@ohm-advisors.com

By 8:00 p.m. September 29, 2024

**Proposals received after the above cited date and time
will be considered a late bid and will NOT be accepted.**

- The email shall have the subject line “Prospect Road – Official Bid”
- Please direct technical questions regarding this RFP to:
 - Adam Rychwalski 734-716-7915 or reply all to this email.

Thank you for your interest.

I. SUPPLEMENTAL INFORMATION

Definitions	“Bid”	is the complete proposal submission package that follows all requirements set forth in this proposal request
	“Bidder”	an individual or business submitting a bid to the City of Ypsilanti
	“Contractor”	one who contracts to perform services in accordance with a contract
	“Parties”	an individual or business referenced
	“City”	is the City of Ypsilanti

II. PROPOSAL TERMS

A. The City of Ypsilanti reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractors qualifications and capabilities to provide the specified service, and other factors that the City of Ypsilanti may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal; the City reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the City’s specifications and needs.

B. The lowest bidder will not be awarded the contract by default. The City reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept to further negotiate cost, terms, or conditions of any bid determined by the Township to be in the best interests of the City.

C. Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 120 days. Failure of the successful Bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFPs may be adjusted to allow for revisions. To be considered, **one (1) original email with the signed RFP attached** must be received by one or more of the above recipients on or before the date and time specified.

E. Proposals should be prepared simply and economically providing a straightforward, concise description of the contractor’s ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

III. AWARD

The City of Ypsilanti reserves the right to split or reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the Contractor's qualifications and capabilities to provide the specified service, and other factors which the City may consider. The City does not intend to award a bid fully on the basis of any response made to the proposal; the City reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with the Bidder whose proposal is deemed to best meet the City's specifications and needs.

The City intends to award the entire contract to a single contractor.

IV. PROPOSAL SPECIFICATIONS

The City of Ypsilanti is taking bids for restriping and temporary concrete barrier wall installation at the following location:

- Prospect Road just north of Michigan Ave, Ypsilanti, MI 48198

Scope of Work

Restripe Prospect Road just north of Michigan Avenue for approximately 800' as shown on the attached plan sheet. After striping is complete, deliver and install temporary concrete barrier wall in the configuration shown on the plan sheet. Updated signage is to be installed after or concurrently with the barrier wall installation. Once the barrier wall is installed and accepted by the City, it will become the City's property and responsibility to maintain in perpetuity.

Main Requirements

- All work shall meet the standards set forth in the 2020 Michigan Department of Transportation Standard Specifications for Construction except as noted on the plans. Temporary concrete barrier wall shall be in good working order without any major defects and the City reserves the right to reject any piece it deems unacceptable. Barrier wall does not need to be new but does need to be in good working order.
- The Contractor shall be responsible for all temporary traffic control needed to perform the work and is responsible for their own plan of work.
- No permits are anticipated on this project and the Contractor is advised to conduct their operations in a manner that does not require MDOT or railroad permits.

Site Work Excavation

- A majority of the work does not require excavation. Minor excavations necessary for sign installation shall be cleaned up by the Contractor and restored to the pre-construction condition

Minimum Requirements For Bid Submissions:

- Filled out bid sheet
- Filled out bond sheets
- Full scan or electronically flattened pdf of this request for bid

V. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions that will become a part of any formal agreement. These provisions are general principles that apply to all contractors of service to the City of Ypsilanti such as the following:

ARTICLE I – SCOPE OF SERVICES

The Contractor will provide a schedule for the work specified in this RFP. The scope of services shall include: procuring all appropriate materials, providing a temporary traffic control plan, providing a list of equipment intended for use during construction for review and approval by the City. Providing the required certifications to complete the proposed work (i.e. licensure), completing site preparation up to the City's standards and as shown on the plans, installation of all materials, and site restoration upon completion of all proposed work.

ARTICLE II – ADDITIONAL WORK AND DAMAGES

When extra work is required, it shall be performed and payment for such work will be on the unit price or lump sum basis agreed to in a written work order. Additional work by the Contractor shall only be performed upon agreement with the City in a written work order. The City reserves the right to make, by written work order, at any time during the work, such changes in quantities and alterations to work as necessary to satisfactorily complete the job. Such changes in quantities and alterations shall not invalidate the contract not release the surety, and by signing a written work order, the contractor agrees to perform the work as altered and accept payment in monetary amounts as set forth in such written work order. The City reserves the right to limit the amount of additional work allowed to be completed as part of the contract.

Additionally, the Contractor shall be responsible to repair to the satisfaction of the Township any and all damages to existing public and private utilities, lawns, sidewalks, parking lots, streets or other areas outside of the contract limits if the Contractor does so damage anything. Items including, but not limited to, sprinkler systems, fences, shrubs, trees or any other surface or subsurface item of value damaged by the Contractor shall be repaired, replaced, or removed and replaced in-kind at the Contractor's expense unless otherwise specified on the plans.

ARTICLE III – REPORTING OF CONTRACTOR

Section 1- The Contractor is to report as needed to Department of Public Works Director and will cooperate and confer with him/her as necessary to ensure satisfactory work progress.

Section 2- All reports, estimates, memoranda and documents submitted by the Contractor must be dated, bear the Contractor's name, and have a representative's signature included to be acceptable.

Section 3- All reports made in connection with these services are subject to review and final approval by the Department of Public Works Director.

Section 4- The City may review and inspect the Contractor's activities during the term of this contract.

Section 5- When applicable, the Contractor will submit a final, written report to the Township.

Section 6- After reasonable notice, no shorter than 3 days, to the Contractor, the City may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV – PERSONNEL

Section 1- The contractor will provide the required services and will not subcontract or assign the services to additional Parties without the City's written approval.

Section 2- The Contractor will not hire any City Employee for any of the required services without the City's written approval.

Section 3- The parties agree that the Contractor is neither an employee nor an agent of the City for any purpose.

ARTICLE V – INDEMNIFICATION AGREEMENT

The Contractor will protect, defend and indemnify the City of Ypsilanti, its officers, agents, servants, volunteers and employees for any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the City of Ypsilanti in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-Contractor, or any employee, agent or representative of the Contractor or any sub-Contractor.

ARTICLE VI – INSURANCE REQUIREMENTS

INSURANCE SPECIFICATIONS

1. LIABILITY OF CONTRACTOR

The Contractor shall take all responsibility for the work and shall provide barricades, watchmen and lights, and take all precautions for preventing injuries to persons and property on or about the work; shall bear all losses resulting to him on account of the amount or character of the work or because the nature of the ground in which the work is done is different from what was estimated or expected, or on account of weather, floods, elements or other cause; and shall assume defense of, indemnify and save harmless the party of the first part and its individual officers and agents from all claims relating to labor, equipment and materials furnished for the work, inventions, patents and patent rights used in doing the work, also to injuries to any person or property received or sustained by or from the CONTRACTOR, his agents or employees.

The mention of any specific duty or liability of the CONTRACTOR in any part of the specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the CONTRACTOR by the specifications.

INDEMNIFICATION - HOLD HARMLESS AGREEMENT

The CONTRACTOR agrees to indemnify, defend, and save harmless the OWNER and ENGINEER, their consultants, agents, and employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the OWNER and ENGINEER, their consultants, agents, and employees for damages to property and for damages because of bodily injury, including death at any time resulting therefrom, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due, or claimed to be due, to the negligence of the CONTRACTOR, his subcontractors, the OWNER, the ENGINEER, and their consultants, agents, and employees, except only such injury or damage as shall have been occasioned by the sole negligence of the

OWNER, the ENGINEER, and their agents and/or consultants.

COMPOSITION OF THE CONTRACTOR

If the CONTRACTOR hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

2. INSURANCE

2.1. Insurance Required of the CONTRACTOR:

Prior to commencement of work, the CONTRACTOR shall purchase and maintain during the term of the project such insurance as will protect him, the OWNER(s), and Orchard, Hiltz & McCliment, Inc., Consulting Engineers, from claims arising out of the work described in this Contract and performed by the CONTRACTOR, subcontractor(s) or sub-subcontractor(s) consisting of:

2.1.1. Workers' Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of the states in which work is conducted under this Contract; disability benefit laws, if any; or Federal compensation acts such as U.S. Longshoremen or Harbor Workers', Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this project is performed are acceptable.

2.1.2. A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property including loss of use thereof, including the following exposures:

- A. All premises and operations.
- B. Explosion, collapse and underground damage.

- C. Contractor's Protective coverage for independent contractors or subcontractors employed by him.
- D. Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found under Part I of this Section.
- E. The usual Personal Injury Liability endorsement with no exclusions pertaining to employment.
- F. Products and Completed Operations coverage. This coverage shall extend through the contract guarantee period.

2.1.3. A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles. In light of the standard policy provisions concerning (a) loading and unloading, and b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that Comprehensive General Liability and Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.

2.1.4. CONTRACTOR will purchase for the OWNER an Owner's Protective Liability policy to protect the OWNER; the ENGINEER (Orchard, Hiltz & McCliment, Inc.); their consultants, agents, employees and such public corporations in whose jurisdiction the work is located for their contingent liability for work performed by the CONTRACTOR, the subcontractor(s) or the sub-subcontractor(s) under this Contract.

2.1.5. CONTRACTOR shall purchase a Builder's Risk-Installation Floater in a form acceptable to the OWNER covering property of the project for the full cost of replacement as of the time of any loss which shall include, as named insureds, (a) the CONTRACTOR, (b)

all subcontractors, (c) all sub-subcontractors, (d) the OWNER, and Orchard, Hiltz & McCliment, Inc., Consulting Engineers, as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this Contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured(s). Coverage shall be effected on an "All Risk" form, including but not limited to the perils of fire, wind, collapse, vandalism, theft and earthquake, with exclusions normal to the cover. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for the amount of such deductible and for any co-insurance penalties. Any insured loss shall be adjusted with the OWNER and CONTRACTOR and paid to the OWNER and CONTRACTOR as Trustee for the other insureds.

2.1.6. Umbrella or Excess Liability

The OWNER or its representative may, for certain projects, require limits higher than those stated in paragraph. 2.2 that follows. CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.

2.1.7. Railroad Protective Liability

Where such an exposure exists, the CONTRACTOR will provide coverage in the use of each railroad company having jurisdiction over rights-of-way across which work under the Contract is to be performed. The form of policy and limits

of liability shall be determined by the railroad company(ies) involved.

2.2. Limits of Liability

The required limits of liability for insurance coverages requested in Section 2.1 shall be not less than the following:

2.2.1. Worker's Compensation

Coverage A	
Compensation	Statutory
Coverage B	
Employer's Liability	\$100,000

2.2.2. Comprehensive General Liability

Bodily Injury -	
Each Occurrence	\$500,000
Bodily Injury -	
Aggregate (Completed Operations)	\$500,000
Property Damage -	
Each Occurrence	\$100,000
Property Damage -	
Aggregate	\$500,000
or combined single limit	\$1,000,000

2.2.3. Comprehensive Automobile Liability

Bodily Injury	\$500,000
Property Damage	\$200,000
or combined single limit	\$1,000,000

2.2.4. Owner's Protective

Bodily Injury-	
Each Occurrence	\$1,000,000
Property Damage-	
Each Occurrence	\$250,000
Property Damage-	
Aggregate	\$500,000
or combined single limit	\$1,500,000

2.2.5. Builder's Risk-Installation Floater

Cost to replace at time of loss

2.2.6. Umbrella or Excess Liability

\$2,000,000

2.3. Insurance - Other Requirements

2.3.1. Notice of Cancellation or Intent Not to Renew

Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the OWNER and the ENGINEER of cancellation or of intent not to renew.

2.3.2. Evidence of Coverage

Prior to the commencement of work, the CONTRACTOR shall furnish to the OWNER, Certificates of Insurance in force on the Owner's Form of Certificate provided. Other forms of certificate are acceptable only if (1) they include all items prescribed in the Owner's Form of Certificate, including agreement to cancellation provisions outlined in Paragraph 2.3.1 above, and (2) they have the written approval of the OWNER and ENGINEER. The OWNER reserves the right to request complete copies of the policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies," and so designated.

A. Insurance Required for the
CONTRACTOR

- i. Workers' Compensation and Employers' Liability Comprehensive General Liability, including:
 - a. All premises and operations.
 - b. Explosion, collapse, and underground damage.
 - c. Contractors' Protective.
 - d. Contractual Liability for obligations assumed in the Indemnification-Hold Harmless agreement of this contract.
 - e. Personal Injury Liability.
 - f. Products and Completed Operations.
- ii. Comprehensive Automobile Liability, including owned, non-owned, and hired vehicles.
- iii. Umbrella or Excess Liability.

B. Insurance Required for the OWNER

Owners' Protective Liability which names as insured(s) the OWNER; the ENGINEER, Orchard, Hiltz & McCliment, Inc.; their consultants, agents, employees and such public corporations in whose jurisdiction the work is located.

C. Insurance Required for the
CONTRACTOR and the OWNER

Builders Risk-Installation Floater which names as insured(s) the OWNER; the ENGINEER, Orchard, Hiltz & McCliment, Inc.; their consultants, agents and employees; the CONTRACTOR and all subcontractors.

2.3.3. Qualification of Insurers

In order to determine the financial strength and reputation of insurance carriers, all companies providing coverages required shall be licensed or approved by the Office of Financial and Insurance Services of the State of Michigan. The company shall also have a financial rating not lower than X and a policyholder's service rating no lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than A:X will be acceptable only upon the written consent of the OWNER

End of Section

ARTICLE VII – BOND REQUIREMENTS

PERFORMANCE BOND

Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal
Place of Business): _____

OWNER:

City of Ypsilanti
1 S Huron St
Ypsilanti, MI 48197

CONTRACT

Date:

Amount:

Description: Prospect Road Restriping and Temporary Concrete Barrier Wall Installation
City of Ypsilanti

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal) Company: _____ (Corp. Seal)

Signature: _____ Signature: _____

Name & Title: _____ Name & Title: _____
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required).

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal) Company: _____ (Corp. Seal)

Signature: _____ Signature: _____

Name & Title: _____ Name & Title: _____
(Attach Power of Attorney)

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
 - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
 - 3.3.1. The Surety in accordance with the terms of the Contract;
 - 3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
 - 4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefore to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefore.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on the Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in

the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on the bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was being performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a

statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price:
The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR or any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: the agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the contract or to perform and complete or comply with the other terms thereof.

End of Section

ARTICLE VIII GENERAL CONDITIONS

1. Each bidder shall be responsible for visiting the site of the proposed work to fully acquaint himself/herself with existing conditions so that he/she may fully understand any difficulties and restrictions attending the execution of the work under the proposed contract. Bidders shall thoroughly examine bid documents. The failure or omission of any bidder to receive and examine any form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation and respect to this bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.
2. Contractor guarantees the reimbursement, repair or replacement, and restoration of any cultivated area damaged by careless or accidental use of materials and/or machinery in the performance of contract, to the satisfaction of the City.
3. The contractor shall not sublet, assign or transfer the contract or any portion of any payment due him/her thereunder, without the written consent of the City.
4. All contractors shall fill out completely the attached Bid Form.
5. Upon the City's request the contractor shall make available for our inspection the firm's support equipment (truck, trailers, etc.) before awarding this contract. It is our intent to determine if the contractor has the necessary quantities of equipment and that equipment is of the proper quality to handle a project of this size. Failure to pass this inspection may be cause for disqualification from further project award considerations.
6. All equipment is to meet all current MIOSHA and MDOT safety standards and shall be maintained to those standards. Contractor must have sufficient number of licensed operators available and all equipment is to be available for Township inspection. **There shall be evidence of compliance with the requirement of this paragraph prior to the awarding of a contract.**
7. Contractor shall be responsible for operating all equipment at a safe and prudent manner to prevent any injury or damages to persons or property.
8. All trucks, trailers, and drivers must meet State guidelines. Trucks and trailers will require clean markings that carry the contractor's name.
9. Contractor's staff will be required to wear clothing (shirt, hat) that identifies the contractor, as well as a maintenance/utility style vest. The Contractor shall maintain and follow all safety requirements set by OSHA on the work site at all times.

CITY OF YPSILANTI

Bid Form – Prospect Road Restriping and Temporary Concrete Barrier Wall Installation

Requested by the Department of Public Works

Bid Due: September 29, 2024 at 8:00 PM

The undersigned hereby declares that he/she has carefully examined the instructions and specifications as listed in the Bid Packet. The undersigned declares the prices set forth in this bid do cover all the requirements listed in the bid packet “Prospect Road Restriping and Temporary Concrete Barrier Wall Installation.”

It is understood and agreed that all bid prices shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid, and that the accepted bid prices shall remain firm through invoice. **The City of Ypsilanti reserves the right to reject any or all bid proposals based on price, availability and service, when in its judgment it best serves the City of Ypsilanti.**

DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
* Mobilization, Max	1	LSUM	\$	\$
Post Hole Through Conc for Steel Post	4	Ea	\$	\$
Post, Steel, 3 pound	118	Ft	\$	\$
Sign, Type IIB	10	Sft	\$	\$
Sign, Type III, Rem	2	Ea	\$	\$
Sign, Type IIIB	32	Sft	\$	\$
Ground Mtd Sign Support, Rem	1	Ea	\$	\$
Pavt Mrkg, Polyurea, 6 inch, White	418	Ft	\$	\$
Pavt Mrkg, Polyurea, 6 inch, Yellow	2693	Ft	\$	\$
Pavt Mrkg, Polyurea, 12 inch, Cross Hatching, White	64	Ft	\$	\$
Pavt Mrkg, Polyurea, 12 inch, Cross Hatching, Yellow	464	Ft	\$	\$
Pavt Mrkg, Polyurea, 24 inch, Stop Bar	33	Ft	\$	\$
Pavt Mrkg, Polyurea, Lt Turn Arrow Sym	3	Ea	\$	\$
Pavt Mrkg, Polyurea, Rt Turn Arrow Sym	1	Ea	\$	\$
Pavt Mrkg, Polyurea, Thru Arrow Sym	1	Ea	\$	\$
High Intensity Light, Type B, Furn and Install	2	Ea	\$	\$
Minor Traf Devices	1	LSUM	\$	\$
Pavt Mrkg, Longit, 6 inch or Less Width, Rem	1902	Ft	\$	\$
Conc Barrier, Temp, Furn and Install	350	Ft	\$	\$
SUBTOTAL FOR (Items 1-19)				\$
Total Bid Amount (Items 1-19)				\$

ANTICIPATED NUMBER OF DAYS TO COMPLETE WORK_____

ANTICIPATED PROJECT COMPLETION DATE_____

BIDDER INFORMATION

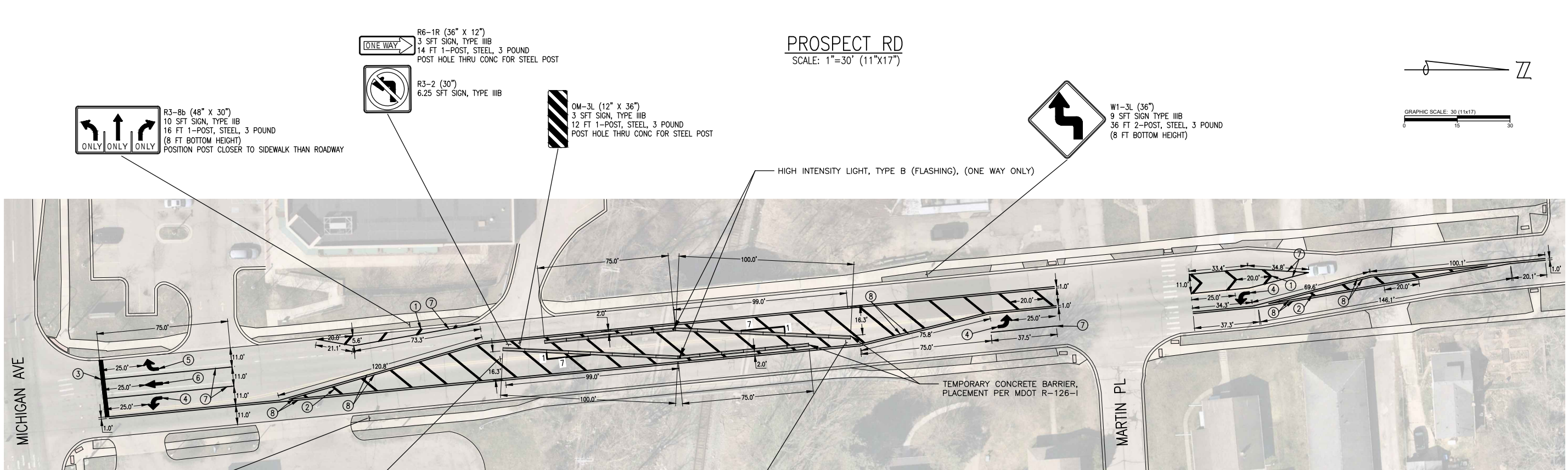
Name of Bidder: _____

Address: _____

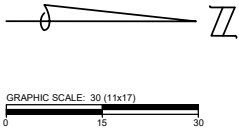
Telephone No.:_____ Fax No.: _____

Authorized Signature: _____ Date:_____

DRAWING PATH: P:\0000_01000094240000_FY24\25_General Services\Drawings\Civil\PMIS\240000PMIS.dwg Sep 19, 2024 - 2:55pm



PROSPECT RD
SCALE: 1"=30' (11"x17")



ISSUED FOR	REVISION	DESCRIPTION	DATE

PROJECT NUMBER	PM	SAM
0094-24-000		
CITY OF YPSILANTI		
PROSPECT BRIDGE BARRIER		
PROSPECT RD		
PAVEMENT MARKING AND SIGNING PLAN		

NOTES:

INSTALLATION AND TECHNICAL SPECIFICATIONS SHALL FOLLOW THE CURRENT MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, EXCEPT AS MODIFIED HEREIN.

THE CONTRACTOR SHALL CONSIDER THE TEMPORARY CONCRETE BARRIER PLACEMENT AS A SOLD ITEM IN THE BID PRICE. BARRIER WALL WILL NOT BE RETURNED TO THE CONTRACTOR. THE CITY WILL TAKE OWNERSHIP OF THE BARRIER WALL AND APPURTENANCES ONCE THE CONTRACT IS COMPLETE. THIS SHALL BE CONSIDERED IN THE PRICE FOR CONC BARRIER, TEMP, FURN AND INSTALL.

THE CONTRACTOR IS RESPONSIBLE FOR MANAGING ALL TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION AND SHALL INCLUDE THE PRICE OF TRAFFIC CONTROL AND MOBILIZATION IN THEIR BID PRICES FOR MINOR TRAF DEVICES AND MOBILIZATION.

ALL PAVEMENT MARKING WORK SHALL BE COMPLETED PRIOR TO THE INSTALLATION OF THE CONCRETE BARRIER. SIGNING SHALL BE PLACED WITHIN 24 HOURS AFTER CONCRETE BARRIER IS INSTALLED. IF PERMANANT SIGNS CANNOT BE PROCURED AND INSTALLED WITHIN THIS TIMEFRAME, EQUIVALENT TEMPORARY SIGNS SHALL BE PLACED AND MAINTAINED BY THE CONTRACTOR UNTIL PERMANANT SIGNS CAN BE INSTALLED.

CONCRETE BARRIER SHALL BE IN GOOD WORKING ORDER AND FREE OF ANY MAJOR DEFECT. THE ENGINEER RESERVES THE RIGHT TO REJECT ANY BARRIER PIECES THAT ARE DEEMED IN POOR CONDITION. THE BARRIER WALL DOES NOT NEED TO BE NEW. BARRIER WALL DOES NOT NEED TO BE ANCHORED TO THE ROAD/BRIDGE SURFACE.

THE INTENT OF THIS PROJECT IS TO BE AWARDED NO LATER THAN OCTOBER 3, 2024. THE PROJECT COMPLETION DATE SHALL BE NO LATER THAN OCTOBER 16, 2024. PRICING QUOTES SHALL BE SUBMITTED NO LATER THAN SEPTEMBER 29, 2024. SHALL BE INCLUSIVE OF ALL MISCELLANEOUS ITEMS OF WORK NOT LISTED AS SPECIFIC PAY ITEMS, AND SHALL BE GUARANTEED FOR 30 DAYS TO ALLOW THE OWNER AND ENGINEER TO PLAN ACCORDINGLY.

THE ENGINEER WILL BE AVAILABLE ON SITE AS NEEDED SHOULD QUESTION ARISE DURING CONSTRUCTION.

FINAL QUANTITIES WILL BE DISCUSSED AND AS AGREED BETWEEN THE ENGINEER AND THE CONTRACTOR. NO ADDITIONAL COMPENSATION WILL BE MADE FOR MISCELLANEOUS NORMAL CONTRACTOR OPERATIONS THROUGHOUT THE DURATION OF THE PROJECT.

LEGEND

- ① PAVT MRKG, POLYUREA, 12 INCH, CROSS HATCHING, WHITE 45 DEGREE HATCHING SPACED 20' CENTER TO CENTER
- ② PAVT MRKG, POLYUREA, 12 INCH, CROSS HATCHING, YELLOW 45 DEGREE HATCHING SPACED 20' CENTER TO CENTER
- ③ PAVT MRKG, POLYUREA, 24 INCH, STOP BAR
- ④ PAVT MRKG, POLYUREA, LT TURN ARROW SYM
- ⑤ PAVT MRKG, POLYUREA, RT TURN ARROW SYM
- ⑥ PAVT MRKG, POLYUREA, THRU ARROW SYM
- ⑦ PAVT MRKG, POLYUREA, 6 INCH, WHITE
- ⑧ PAVT MRKG, POLYUREA, 6 INCH, YELLOW

QUANTITIES THIS SHEET

TOTAL	UNIT	DESCRIPTION
1	LSUM	Mobilization, Max
4	Ea	Post Hole Through Conc for Steel Post
118	Ft	Post, Steel, 3 pound
10	Sft	Sign, Type IIB
2	Ea	Sign, Type III, Rem
32	Sft	Sign, Type IIIB
1	Ea	Ground Mtd Sign Support, Rem
418	Ft	Pavt Mrkg, Polyurea, 6 inch, White
2693	Ft	Pavt Mrkg, Polyurea, 6 inch, Yellow
64	Ft	Pavt Mrkg, Polyurea, 12 inch, Cross Hatching, White
464	Ft	Pavt Mrkg, Polyurea, 12 inch, Cross Hatching, Yellow
33	Ft	Pavt Mrkg, Polyurea, 24 inch, Stop Bar
3	Ea	Pavt Mrkg, Polyurea, Lt Turn Arrow Sym
1	Ea	Pavt Mrkg, Polyurea, Rt Turn Arrow Sym
1	Ea	Pavt Mrkg, Polyurea, Thru Arrow Sym
2	Ea	High Intensity Light, Type B, Furn and Install
1	LSUM	Minor Traf Devices
1902	Ft	Pavt Mrkg, Longit, 6 inch or Less Width, Rem
350	Ft	Conc Barrier, Temp, Furn and Install



From: Bonnie Wessler, Director of Public Works

Subject: Prospect Bridge lane closure

The City owns five road bridges: LeForge, Forest, Cross, Factory/Spring, and Prospect. These bridges are required to be inspected at regular intervals for both overall condition and for how much weight they can bear, called load rating. On a recent inspection of the Prospect Bridge, it was noted that one of the beams on the underside of the bridge had become exposed and is at an increased risk of failure.

The load rating of the bridge will be reduced; the lane above the beam in question will also be closed. Due to the placement of the beam and the anticipated duration of the closure- indefinite, until repairs can be funded- the two center lanes of the Prospect Bridge will be closed.

Pricing to supply and place barriers to close these lanes as well as striping was solicited on the City's behalf by OHM. Seven contractors were contacted and three were responsive. Of these responsive bidders, Fonson Company, Inc, had the lowest qualified bid at \$60,149.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Engineer Recommendation

2024 Goal Alignment:

- ☐ **Strategic Goal 1: Capital Improvements and revitalization of City owned facilities and spaces.**
 - ☐ **Strategic Goal 2: Staff retention and creating greater efficiencies.**
 - ☐ **Strategic Goal 3: Community Engagement**
 - ☒ **Strategic Goal 4: Infrastructure and investment**
 - ☐ **Strategic Goal 5: Financial Planning**
-



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, lanes on the Prospect Road bridge must be closed in short order and for an indefinite period of time; and

Whereas, Quotes for such a closure were solicited on the City's behalf; and

Now therefore be it resolved that the Ypsilanti City Council award the contract to close two lanes of Prospect Road to Fonson Company, Inc

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
October 1, 2024

For: Mayor and City Council

From: Bonnie Wessler, DPS Director

Subject: Resolution No. 2024-224 Approving an 18-month extension of the janitorial contract with RNA Facilities Management of Ann Arbor with a 3% increase in cost.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. RFL 18 mo extension RNA 0924
2. Res approve 18 mo extension RNA contract
3. JANITORIAL SERVICES AGREEMENT EXTENSION RNA FACILITIES MANAGEMENT 18 mo 0924
4. janitorial contract-12-18

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: October 1, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



**Barr,
Anhut &
Associates, P.C.**
ATTORNEYS AT LAW

105 Pearl Street
Ypsilanti, MI 48197
(734) 481-1234
Fax (734) 483-3871
www.barrlawfirm.com
e-mail: jbarr@barrlawfirm.com

John M. Barr
~~~~~

Jesse O'Jack ~ Of Counsel  
Jennifer Healy ~ Legal Assistant  
Tobias J. Lipski ~ Of Counsel  
Randolph Barker ~ Of Counsel

**REQUEST FOR LEGISLATION**

DATE: October 1, 2024

FROM: John M. Barr, Ypsilanti Attorney

SUBJECT: Extension of City Cleaning Company Contract with RNA Facilities Management

SUMMARY/BACKGROUND The City entered into a contract with RNA Facilities Management of Ann Arbor (RNA) for janitorial services and the cleaning of City facilities in December of 2018 after a bid process. The services provided have been satisfactory and the contract was extended to December of 2024.

The City DPS has been in negotiation with RNA for an extension of the contract. RNA has requested a 3% increase in the cost and City staff approve the increase as reasonable. City staff request an 18-month extension to make the term beginning and end come in June, at a more manageable time for the City. (Holiday shut down.)

Attached is an 18 month contract extension for consideration by City Council.

ATTACHMENTS: Proposed Contract Extension and Resolution to Approve.

RECOMMENDED ACTION: Adoption of the Resolution to Approve Extension

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DATE RECEIVED:\_\_\_\_\_ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF:\_\_\_\_\_ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:

October 1, 2024

RESOLUTION TO APPROVE 18 MONTH EXTENSION  
OF JANITORIAL CONTRACT WITH RND FACILITIES MANAGEMENT OF ANN ARBOR

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:

Upon the recommendation of DPS staff for an 18-month extension of the Janitorial Contract for City facilities with RNA Facilities Management of Ann Arbor with a 3% increase in cost;

The 18-month extension of the janitorial contract with RNA Facilities Management of Ann Arbor with 3% increase in cost is approved and Andrew Hellenga, City Manager is authorized to sign the contract extension subject to the approval of the City Attorney.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:

JANITORIAL SERVICES AGREEMENT EXTENSION BETWEEN  
CITY OF YPSILANTI AND RNA Facilities Management of Ann Arbor

THIS AGREEMENT extends the Janitorial Services Agreement between the parties dated December 12, 2018, a copy of which is attached, and an extension to December 12, 2024 and is made between the **CITY OF YPSILANTI**, a Michigan Home-Rule Corporation, of One South Huron Street, Ypsilanti MI 48197, hereinafter referred to as "CITY" and **RNA FACILITIES Management of Ann Arbor**, Michigan, a Michigan corporation, of 2793 Plymouth Rd Suite J, Ann Arbor, MI 48105, hereinafter referred to as "CONTRACTOR" ;

1. Term. The Janitorial Services Agreement between the parties is extended for a period of eighteen months, to June 12, 2026, with the following changes:
2. Janitorial Services. The Ypsilanti Freighthouse is added to the janitorial services list.
3. Payment. Payment shall be increased 3 % to the annual sum of \$63,384, paid in even monthly payments of \$5,282.
4. The parties shall agree on checklists of the services to be performed.
5. Contractor shall submit completed checklists to City weekly every Monday for the work of the previous week.
6. The parties shall meet monthly to review the quality and level of service, any issues or problems with the service, and corrective actions.
7. City shall perform random audits to evaluate the services.
8. All other terms and conditions of the original contract and extensions, not inconsistent with this extension agreement shall remain the same.

IN WITNESS WHEREOF, the undersigned have set their hands the day and year set out below. The parties signing all certify that they sign this agreement with full power and authority.

RNA Facilities Management of Ann Arbor  
By: \_\_\_\_\_

Dated: September \_\_, 2024

CITY OF YPSILANTI, a Michigan  
Municipal home-rule City

BY: \_\_\_\_\_  
Andrew Hellenga, City Manager  
Pursuant to Resolution 2024-\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
John M. Barr, Ypsilanti City Attorney

JANITORIAL SERVICES AGREEMENT BETWEEN  
CITY OF YPSILANTI AND RNA Facilities Management of Ann Arbor

THIS AGREEMENT, by and between the **CITY OF YPSILANTI**, a Michigan Home-Rule Corporation, of One South Huron Street, Ypsilanti MI 48197, hereinafter referred to as "CITY" and **RNA FACILITIES Management of Ann Arbor**, Michigan, a Michigan corporation, of 2793 Plymouth Rd Suite J, Ann Arbor, MI 48105, hereinafter referred to as "CONTRACTOR" ;

WITNESSETH:

WHEREAS CONTRACTOR is able and willing to provide the services according to city policies,

NOW THEREFORE, in consideration of the promises and covenants set forth, the parties mutually AGREE as follows:

1. JANITORIAL SERVICES. The CONTRACTOR shall perform janitorial services for the CITY for City Hall, Parkridge Community Center, City Police Station, Public Services Building, according to the SPECIFICATIONS FOR JANITORIAL SERVICE GENERAL PROVISIONS ("Specifications"), a copy of which are attached hereto and made a part hereof.

A. The CONTRACTOR will supply all equipment, materials and personnel necessary for such services, except as shown on Specifications.

B. The CONTRACTOR has provided the City with certain information during the bid process. The CONTRACTOR warrants that the information submitted was complete and accurate.

C. All work shall be done in a good and workmanlike manner, and shall include as part of the contract an initial clean up, cleaning all buildings to a higher standard than existed at the time of the bid.

D. All work shall satisfy the subjective judgment of the Director (the director of the Ypsilanti Public Services Department), and if the work is not satisfactory, no payment shall be made until the work is done satisfactorily. The CONTRACTOR may appeal the decision of the Director to the City Manager and the City Manager decision shall be final.

2. PAYMENT. The CITY shall pay the CONTRACTOR a flat fee sum of Three Thousand Seven Hundred Twelve Dollars (\$3,712.00) per month for all janitorial services as shown on the Specifications. CONTRACTOR shall invoice the city monthly, in arrears, for work done and payment shall be made not later than 14 days after receipt of invoice.

A) Carpet Cleaning. The Contractor shall clean all carpets upon written request of the Director. The Director may request such cleanings two (2) times per

building during the contract term at the unit price listed in the Proposal. Any additional carpet cleanings requested by the Director will be covered by a separate purchase order negotiated separately and shall be invoiced accordingly.

B) Extras. Any extra work not described in the Specifications shall be done only upon written work order authorized and signed by the Director at an agreed price.

3. TERM OF AGREEMENT. This agreement shall be on a 12 month basis commencing on DECEMBER 24th 2018. This contract shall automatically renew for an additional one year term at the end of each term for two additional terms (a total of three years) unless terminated by City as set out below.
4. Standard of Performance. The CONTRACTOR shall perform the Contract faithfully and diligently and perform the services in a competent, professional, satisfactory and proper manner and during the Contract term or extensions thereof, use every best effort and endeavor to promote the interests of the CITY and devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently carry out and perform the Contract.
5. The parties understand and agree that the CITY may terminate this Contract at any time with or without notice. In such event the CONTRACTOR will be compensated for work already completed.
6. This Contract is to be performed in Washtenaw County, Michigan, and all legal venue shall exclusively lie therein.
7. The parties agree that time is of the essence in the performance of this Contract by the CONTRACTOR.
8. Each provision of this Contract shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any provision of this Contract is invalid or illegal, such decision shall not effect the rest of the Contract which shall remain in full force and effect.
9. This Agreement shall be governed by and construed in accordance with the laws of Michigan.
10. Independent Contractor. The relationship of the CONTRACTOR to the CITY is and shall continue to be that of an independent contractor and no liability or benefits such as worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or

employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

11. Waiver of Liability. The CONTRACTOR hereby waives any claim against the CITY and agrees not to hold the CITY liable for any personal injury or damage incurred by it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious intentional conduct of any employee of the CITY acting within the scope of their employment. It further agrees to hold the CITY harmless from any such claim by its employees or associates.
12. For the purpose of the hold harmless indemnity and insurance provisions contained in this Contract, the term "CITY" shall be deemed to include the City of Ypsilanti and all other associated, affiliated, allied or subsidiary entities, or commissions, officers, agents, representatives and employees.
13. The following Indemnification Agreement shall be, and is hereby, a provision of the Contract and shall be endorsed on the reverse sides of all certificates of insurance:

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

14. Insurance.

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

Each certificate or policy shall require that, thirty days prior to cancellation or material change in the policies, notice thereof shall be given to the CITY of registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the CONTRACTOR and identify the contract number.

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

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

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

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

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

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

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

|                  |                  |    |                                 |
|------------------|------------------|----|---------------------------------|
| YES <u>  x  </u> | NO <u>      </u> | 1) | Comprehensive General Liability |
| YES <u>  x  </u> | NO <u>      </u> | 2) | Automobile Liability            |

YES \_\_\_\_\_ NO \_x\_ 3) Owners Contractors Protective Liability

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

15. Worker's Compensation insurance with Michigan statutory limits and employers' liability insurance with minimum limits of \$100,000 each accident.
16. General Liability insurance with a minimum limit of liability per occurrence of \$1,000,000,000 Combined Single Limit (Bodily Injury/Property Damage).

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

- (a) Premises - Operations
- (b) Independent Contractor and Sub-Contractors
- (c) Products and Completed Operations
- (d) Broad Form Contractual
- (e) Broad Form Liability Endorsement

Automobile Liability insurance with minimum limits of liability, per occurrence, of \$500,000 Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated in the "Special Conditions" of the Contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

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

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

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

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

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

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

If at any time any of the foregoing policies shall be or become unsatisfactory to the CITY to form or substance, or if a company insuring any such policy shall be or become unsatisfactory to the CITY, the CONTRACTOR shall upon notice to that effect from the CITY promptly obtain a new policy, submit the same to the City Manager for approval and submit a certificate thereof as herein provided. Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the CITY may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the CONTRACTOR from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification.

20. Conflict of Interest. The CONTRACTOR covenants that neither said corporation nor any officer, agent or employee of the corporation has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the Contract.
21. Contingent Fees. The CONTRACTOR warrants it has not employed or retained any company or person other than bonafide employees working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, or person, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, the CITY shall have the right to annul the Contract without liability or, at its discretion, to deduct from the fees due the CONTRACTOR, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

22. Equal Opportunity. The CONTRACTOR has knowledge of and agrees to comply with the provisions of the Ypsilanti City Ordinance 538, Affirmative Action.
23. The CONTRACTOR further agrees to perform this Contract in accord with all federal, state and local laws and will not discriminate against any person on the basis of race, sex, color, national origin, religion, handicap status, heights, weight, marital status, or other criteria which is not relevant to the particular job.
24. The CONTRACTOR further agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability as set forth in the American's With Disability Act, age, height, weight, or marital status (except insofar as it relates to a bonafide or occupational qualification reasonable necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Agreement.

25. Living Wage.

- A. (1) Living Wages be paid according to the Ypsilanti Living Wage Ordinance No. 892 (The Ordinance) , and
  - (2) Suitable notices be posted in the work place; and
  - (3) Evidence of compliance including payroll records be provided to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.
- B. In the event of violation of the provisions of The Ordinance or this contract this contract may be modified or terminated to comply with the provisions of The Ordinance, including withholding of moneys in amount equal to Living Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the contract provided to any person found to have violated The ordinance.
- C. Any employee shall have a separate cause of action to enforce the provisions of this contract and The Ordinance and any rights conferred under The Ordinance, in law and or equity, and any court of competent jurisdiction upon proper proof and the prevailing of the employee in such action, shall award actual damages, wage restitution, interest and actual attorney fees.
- D. The City shall have the right to enforce this contract and The Ordinance in law or equity by court process including specific performance.

This Contract and attachments hereto are the sole Contract and Agreement between the parties. Any changes, additions or deletions shall not be effective or actionable unless they are in writing signed by the parties.

Notices. All notices concerning this Contract shall be deemed served on the party if sent to the party at the address shown at the beginning of this Contract, or such other address as has been endorsed to the Contract copy of the serving party in writing by the party so served and notified.

26. Iran Economic Sanctions Act 517 of 2013. Pursuant to the Iran Economic Sanctions act, MCL 129.211, before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Provider, the Provider must first certify that it is not an "Iran Linked Business" as defined by that law."

27. Not in Default to City. The CONTRACTOR hereby certifies that the CONTRACTOR is not in default to the CITY, and that there are no unpaid taxes, real or personal, owed to the CITY by the CONTRACTOR, and the CONTRACTOR has no other unfulfilled obligations to the CITY and is in compliance with all Ypsilanti City codes and ordinances. The parties understand that a breach of this provision is a material breach of the contract.

28. In accordance with PA 517 of 2012, CONTRACTOR must certify that CONTRACTOR is not an Iran linked business, as set forth in the act. Signing this addendum is such certification.

IN WITNESS WHEREOF, the undersigned have set their hands the day and year set out below. The parties signing all certify that they sign this agreement with full power and authority.

RNA Facilities Management of Ann Arbor  
By: Dena Farha

Dated: 17 December 2018.

CITY OF YPSILANTI, a Michigan  
Municipal home-rule City

BY: Darwin McClary  
Darwin McClary, City Manager  
Pursuant to Resolution 2018-290

APPROVED AS TO FORM:

John M. Barr  
John M. Barr 12-5-18  
Ypsilanti City Attorney



REQUEST FOR LEGISLATION  
October 1, 2024

For: Mayor and City Council

From: Bonnie Wessler, DPS Director

Subject: Resolution No. 2024-225 Approving a service agreement with Stevens Disposal, current City contractor, to provide roll-off dumpster service to the Department of Public Works.

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SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Stevens Disposal Roll-Off SA RFL\_RES 10.01.24
2. Roll off bid comparisons
3. Stevens Disposal Addendum, Proposal
4. GFL RO proposal
5. Republic Services RO proposal

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CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: October 1, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION  
October 1, 2024

From: Bonnie Wessler, Director of Public Works

Subject: Roll-Off Dumpster Services at Public Works Facility

The Department of Public Works utilizes roll-off dumpster rentals, primarily for the disposal of street sweepings, rubbish collection and other non-hazardous waste in performing essential City services. As the City's current service agreement with GFL Environmental for roll-off dumpster service ends September 22, 2024, the Department sought and received quotes from similar contractors, with Stevens Disposal providing the lowest qualified offer. The estimated cost for the life of the service agreement is approximately \$25,500.

| Contractor        | Per Haul Fee | Additional Fees            | Term                       | Est. Term Cost                  |
|-------------------|--------------|----------------------------|----------------------------|---------------------------------|
| Stevens Disposal  | \$295        | \$35/ton over 3 tons       | 9/15/2025                  | \$25,500                        |
| GFL Environmental | \$325        | \$35/ton over 4 tons       | 6 months with auto renewal | \$14,600/6 mo. or \$29,200/year |
|                   |              | 15% fuel/environmental fee |                            |                                 |
|                   |              | \$200/month inactivity fee |                            |                                 |
| Republic Services | \$575        | \$41/ton disposal fee      | On Call                    | \$57,600/year                   |
|                   |              | \$575/month inactivity fee |                            |                                 |

*\*Estimated term cost calculated at average tonnage and frequency. (4 tons, 1.5 hauls per week)*

Stevens Disposal has an active contract with the City, ending September 15, 2025, for curbside garbage disposal and has provided an addendum to the contract for roll-off dumpster services, running through the term of the ongoing contract.

Department staff is recommending that City Council approve the service agreement proposed by Stevens Disposal.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Stevens Disposal service agreement addendum, GFL Environmental Service agreement extension proposal, Republic Services proposal.

CITY MANAGER APPROVAL: \_\_\_\_\_ COUNCIL AGENDA DATE: \_\_\_\_\_

CITY MANAGER COMMENTS: \_\_\_\_\_

FISCAL SERVICES DIRECTOR APPROVAL: \_\_\_\_\_



**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

WHEREAS, Roll-off dumpster services are required for the Department of Public Works to perform essential City services; and

WHEREAS, The Department of Public Works sought and received multiple quotes for roll-off dumpster services; and

WHEREAS, Stevens Disposal provided the lowest qualified proposal as an addendum to the active contract with the City of Ypsilanti.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the service agreement proposal offered by Stevens Disposal to provide roll-off dumpster service to the Department of Public Works.

THAT the City Manager is authorized to sign this contract, subject to review by the City Attorney and any change orders are subject to review and approval by the City Manager to facilitate the completion of this work.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:

### Department of Public Works Roll Off Dumpster Bid Comparisons

| Quote No. 1 - Stevens Disposal (Recommended) |          |                                                     |
|----------------------------------------------|----------|-----------------------------------------------------|
| <b>Unit Cost</b>                             | \$295.00 | Per haul, 15 or 20 yd.                              |
| <b>Additional Fees</b>                       | \$35.00  | Overweight fee, per ton over 3 tons                 |
| <b>Term</b>                                  | 1 year   | Concurrent with existing contract, ending 9/15/2025 |

| Quote No. 2 - GFL Environmental |          |                                                        |
|---------------------------------|----------|--------------------------------------------------------|
| <b>Unit Cost</b>                | \$325.00 | Per haul, 20 yd.                                       |
| <b>Additional Fees</b>          | 15%      | Environmental & fuel surcharges, total invoice amount. |
|                                 | \$35.00  | Overweight fee, per ton over 4 tons                    |
|                                 | \$200.00 | Inactivity fee, per month.                             |
| <b>Term</b>                     | 6 months | Auto-renewal at 6 additional months.                   |

| Quote No. 3 - Republic Services |          |                          |
|---------------------------------|----------|--------------------------|
| <b>Unit Cost</b>                | \$575.00 | Per haul, 20 yd.         |
| <b>Additional Fees</b>          | \$41.00  | Disposal fee, per ton    |
| <b>Term</b>                     | Open     | Minimum 1 haul per month |

### Average Haul Scenario (3-4 Tons)

| Stevens         | 4 Ton Haul      |
|-----------------|-----------------|
| Base Fee        | \$295.00        |
| Additional Fees | \$35.00         |
| <b>Total</b>    | <b>\$330.00</b> |

| GFL             | 4 Ton Haul      |
|-----------------|-----------------|
| Base Fee        | \$325.00        |
| Additional Fees | \$48.75         |
| <b>Total</b>    | <b>\$373.75</b> |

| Republic        | 4 Ton Haul      |
|-----------------|-----------------|
| Base Fee        | \$575.00        |
| Additional Fees | \$164.00        |
| <b>Total</b>    | <b>\$739.00</b> |

**STEVENS DISPOSAL & RECYCLING SERVICE, INC**  
***STEVENS STOP & GO PORTABLE TOILETS***

P.O. BOX 500  
TEMPERANCE, MI 48182  
Phone: 800-779-0344 Fax: 734-279-2383

September 20, 2024

RE: Addendum; City of Ypsilanti MI. Curbside Trash Collection to add Roll Off Service & Rates.

Attention: City Manager & DPS Manager

Good afternoon, Andrew & Bonnie

This document will serve as an Addendum for the addition of Roll Off Service to the original September 16, 2019 agreement between City of Ypsilanti Michigan and Stevens Disposal for the curbside collection of trash and recycling material. The agreement will extend through the term selected by the City to 09/15/2025.

Stevens Disposal is adding Roll Off Service to the agreement for 15- or 20-yard containers at the rate of \$295.00 per haul which covers 3-ton. \$35.00 per ton over 3-ton.  
Additionally, we offer in this addendum the options to exercise the option in the original agreement for additional renewal/extension terms up to an additional five (5) year term at the end of this term ending on 09/15/2025. This option will require automation & carts implemented with the rate on year one being \$9.50 per unit and keeping the renewal percentage at 6% for additional years 2 through 5 of the renewal agreement. The Roll Off Service will add in the renewal option with the same terms of renewal.

We value our relationship with the City of Ypsilanti Michigan, our goal is to keep the partnership moving forward well into the future by providing great service to the city while offering options to expand services to incorporate curbside recycling and yard waste collection services.

**IN WITNESS WHEREOF**, the parties have made and executed this agreement, the day and year first above written.

**CITY OF YPSILANTI A MICHIGAN  
MUNICIPAL, COMMUNITY.**

By: \_\_\_\_\_  
PRINT: Nicole Brown  
Its: Mayor

By: \_\_\_\_\_  
PRINT: Tracey Boudreau  
Its: Clerk.

**STEVENS DISPOSAL & RECYCLING  
SERVICE INC.**

By: \_\_\_\_\_  
PRINT: Kevin R Shipman  
Its: Municipal/Customer Relations Manager



# Commercial Customer Service Agreement

## Customer Billing Information:

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_

## Front Load Dumpsters

CHECK

☐

### Front Load Container

Front Load can size: \_\_\_\_\_ Type: ☐ Flat w/side doors  
Monthly Rate: \_\_\_\_\_ ☐ Slant

We need (qty.): \_\_\_\_\_ container(s).

Service frequency: \_\_\_\_\_ Extra pickups: \$75.00

**Service** ☐ Increase **Rate** ☐ Increase  
**Change** ☐ Decrease **Change** ☐ Decrease

*\*See Special Instructions for details on service and rates.*

CHECK

☐

### Front Load Recycling Container\*

Front Load can size: \_\_\_\_\_ Type: ☐ Flat w/side doors  
Monthly Rate: \_\_\_\_\_ ☐ Slant

We need (qty.): \_\_\_\_\_ container(s).

Service frequency: \_\_\_\_\_ Extra pickups: \$75.00

**\*Paper & Cardboard only**

## Special Instructions:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Schedule of Charges

- |                       |                       |                                     |               |
|-----------------------|-----------------------|-------------------------------------|---------------|
| • FEL Casters         | \$145.00 (2 yd. only) | • FEL/RO Demurrage Wait Time        | \$95.00/hr    |
| • FEL Lock Bar        | \$145.00              | • ROLL OFF Inactivity Fee per month | \$200.00      |
| • FEL Delivery Charge | \$75.00               | • ROLL OFF Rental Extension         | \$10.00 / day |
| • FEL Removal Charge  | \$ 50.00              |                                     |               |
| • FEL Extra Pickup    | \$ 75.00              |                                     |               |

Send to: GFL Environmental USA Inc.  
6200 Elmridge Dr., Sterling Heights, MI 48313  
or FAX to: 586.795.3270

**gflusa.com** CUSTOMER SERVICE: **1.844.464.3587**

Account #: \_\_\_\_\_ GFL Rep: \_\_\_\_\_

## Service Location Information:

Location Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Cross Street: \_\_\_\_\_

## Payment:

SELECT ONE:

Checking Account #: \_\_\_\_\_

Routing #: \_\_\_\_\_ Bank: \_\_\_\_\_

Charge Card: ☐ Visa ☐ MasterCard ☐ American Express

Card #: \_\_\_\_\_

CVC2 Code: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

## Roll-Off Dumpsters & Compactors

CHECK

☐

### Roll-Off Dumpsters (4 sizes)

per pull up to the tonnage limits below:

- |                                           |                                           |
|-------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> 10 yard - 2 tons | <input type="checkbox"/> 20 yard - 3 tons |
| <input type="checkbox"/> 30 yard - 4 tons | <input type="checkbox"/> 40yard - 5 tons  |

\$ \_\_\_\_\_ per ton over tonnage limit.

\$ \_\_\_\_\_ Haul \$ \_\_\_\_\_ Disposal

**Check Usage:** ☐ Perm. ☐ Temp. ☐ Trash ☐ Construction

CHECK

☐

### Compactors (any style)

\$ \_\_\_\_\_ per pull up to \_\_\_\_\_ tons. \$ \_\_\_\_\_ per ton over tonnage limit.

Type: ☐ Stationary ☐ Self Contained Compactor size: \_\_\_\_\_

**CHECK DAY(S) PICKUP NEEDED:**

☐ M ☐ Tu ☐ W ☐ Th ☐ F

Compactor lease charge: \$ \_\_\_\_\_

## TERMS: NET 30 DAYS

By executing this agreement, Customer agrees it has read and reviewed and agrees to be fully bound by the Service Agreement Terms which are available at [gflusa.com](http://gflusa.com) - which terms and conditions may be updated from time-to-time. Such terms and conditions shall be fully incorporated into and made a part of this Service Agreement.

**Date of Agreement:** \_\_\_\_\_ **Effective Date of Service:** \_\_\_\_\_

**By:** (Signature) \_\_\_\_\_

**Name:** (Please print) \_\_\_\_\_

**Title:** \_\_\_\_\_

# TERMS AND CONDITIONS TO SERVICE AGREEMENT (the "Agreement")

1. **Services Rendered.** This Agreement takes effect when signed by Contractor and Customer unless another date for service commencement is set out on the face page of this Agreement (the "Service Commencement Date"). During the Term, Customer grants to Contractor the exclusive right to provide the services and Equipment described on the face page of this Agreement (collectively, the "Services") on the terms and conditions of this Agreement. No terms and conditions added by Customer shall be binding upon Contractor unless expressly accepted in writing by Contractor's authorized officer. These terms and conditions supersede customer-issued agreements and/or purchase orders.
2. **Waste Materials.** As a material inducement to Contractor to enter into this Agreement and to provide the Services on the terms and conditions of this Agreement, Customer represents and warrants to Contractor that the materials to be collected under this Agreement shall be only Waste Materials as defined in this Section 2. Waste Materials means all (i) non-hazardous solid waste; and (ii) Recyclable Materials generated by Customer at the Customer Service Address(s) described on the face page of this Agreement. Waste Materials specifically excludes and Customer agrees that it will not deposit or permit the deposit for collection by Contractor of any of the following: (i) material that is prohibited from being disposed of at a Type II landfill by applicable laws or permits governing such landfills, (ii) material which, under applicable law, regulation or guideline, requires a profile or generator characterization for disposal, (iii) Special Wastes as defined under applicable state or local laws, (iv) hazardous or toxic waste as those terms are defined under applicable federal, state and/or local laws or regulations, (v) explosive materials, corrosive materials, pathological waste, biological waste, radioactive materials, any liquid waste, cesspool or human waste, motor vehicle, motor vehicle parts (collectively, "Excluded Materials") and (vi) Waste Materials that require special handling such as tree stumps or appliances ("Bulky Wastes"). Customer shall retain title to and liability for all Excluded Materials and agrees to indemnify, defend and hold Contractor harmless from and against all claims, liabilities, fines and costs of any nature whatsoever, arising out of the breach of warranty stated above, including extra hauling, handling and/or disposal fees incurred. Title to Waste Materials shall transfer to Contractor upon collective unless otherwise provided by applicable law. Recyclable Materials shall include all materials that may be recycled or recovered provided that Recyclable Materials deemed "contaminated" by the receiving facility shall be charged to Customer as Waste Material plus a re-routing fee for the cost of routing the contaminated Recyclable Materials from a recyclable facility to a waste disposal facility. Collection of Special Wastes and Bulky Wastes is not included in the Services to be provided but can be arranged by contacting Contractor at the number noted on the face page of this Agreement.
3. **Equipment; Access to Equipment.** The term "Equipment" as used in this Agreement means all equipment and containers provided by Contractor to Customer from time to time which has not been purchased by Customer. All Equipment shall remain the property of Contractor and Customer shall have no right, title, or interest in the Equipment. The Equipment shall be returned to Contractor upon termination of this Agreement in the same condition as received, reasonable wear and tear excepted. Customer shall not remove or move the Equipment or permit any third party to move or remove the Equipment, or make any alterations or improvements to the Equipment without the prior written consent of Contractor. Customer shall not overload the Equipment, nor use it for incineration purposes. Customer is liable for any loss of or damage to the Equipment while at Customer's premises in excess of reasonable wear and tear and shall indemnify, defend and hold Contractor harmless from and against all claims, liabilities, damages and penalties, including for injury or death to persons and loss or damage to property, arising out of or in connection with Customer's use, operations or possession of the Equipment, except to the extent caused solely by any act or omission of Contractor or its employees. Customer authorizes Contractor to use its reasonable judgment in placing the container(s) at Customer's service location if Contractor finds that Customer's initial placement request (if given) is not feasible. Customer shall provide unobstructed access to the Equipment on all scheduled collection days. When Equipment is inaccessible on a scheduled collection day, Customer shall pay Contractor when invoiced, in addition to usual Charges for Services, at Contractor's option either (i) a wait fee for time spent waiting for Customer to provide unobstructed access to the Equipment, or (ii) a dry run fee. Unless otherwise agreed in writing by Contractor, where Customer fails to use Contractor's Equipment for the disposal of Waste Materials for 10 days or more, Customer hereby authorizes Contractor to remove the Equipment and terminate this Agreement on notice to Customer or to charge Customer a fixed rental fee of \$10.00 per day and Customer agrees to pay such rental charge.
4. **Term.** The Term of this Agreement is 36 months from the Service Commencement Date (the "Initial Term"). This Agreement shall automatically be extended and renewed for additional 12 month periods (each, a "Renewal Term" and collectively, with the "Initial Term", the "Term") unless Customer shall give written notice of termination by certified mail, return receipt requested, to Contractor at least 90 days but not more than 120 days prior to the expiration date of the Initial Term or any Renewal Term.
5. **Charges, Payment Terms and Adjustments.** Customer shall pay Contractor in accordance with the schedule of charges set forth on the face of this Agreement, as amended from time to time pursuant to these terms and conditions, as well as for the following additional services provided to Customer from time to time, that are not listed on the face page hereof at Contractor's standard rates from time to time: installation service; removal service; push/pull out service; container relocation service; seasonal restart; and Customer enclosure service (the "Charges"). Contractor reserves the right to bill Customer for Services in advance of Service delivery and Customer agrees to pay invoices within 30 days of the invoice date. If payment is not made within 30 days of the invoice date, Customer agrees to pay interest on the amount of all past due invoices at the rate of 1.5% per month (18% per annum) from the due date until paid in full. Customer checks returned for insufficient funds will be charged a NSF Fee, to the maximum extent permitted by applicable law. From time to time, at Contractor's request, Customer shall furnish financial information to Contractor sufficient for Contractor to determine Customer's creditworthiness. Customer agrees to credit limits established by Contractor from time to time. If Customer requires Contractor to issue an additional insured certificate, Contractor shall provide such certificate upon request, provided that Customer hereby waives any right to require Contractor to maintain specified types or limits of insurance or with insurers satisfactory to Customer and Customer shall not withhold any payment(s) due to Contractor's failure to obtain or maintain such insurance. Contractor may increase the charges from time to time during the Term for: (i) any change in the composition of the Waste Materials, (ii) increases in disposal rates and/or third party transportation costs charged to Contractor; (iii) increased costs due to circumstances beyond Contractor's control including without limitation, changes in local, state, or federal laws or regulations, impositions of taxes, fees or surcharges and/or acts of God such as floods, fires, hurricanes or other natural disasters, and (iv) no more than once annually, for increases in Contractor's costs of providing the Services, not to exceed the increase in the Consumer Price Index plus 4 %. Customer agrees that charges set out in clauses (i) through (iv) may include an amount for Company's operating or gross profit margin.
6. **Service Changes.** Contractor and Customer may agree to changes in the frequency of collection service, location(s) for service, the number, capacity and type of Equipment provided by Contractor from time to time during the Term, orally or in writing. Consent to oral changes shall be evidenced by the actions and practices of the parties, including payment of an invoice, and shall become a part of this Agreement. Customer's change to any of its Customer Service Address(s) set out on the face page of this Agreement shall not terminate this Agreement if Customer's new Customer Service Address is within Contractor's service area and this Agreement shall apply to the new Customer Service Address. Contractor reserves the right to substitute similar but equivalent services and/or Equipment from that specified on the face page of this Agreement as its business needs dictate, at no extra cost to Customer.
7. **Default by Customer.** In the event Customer fails to pay Contractor for disposal services or Equipment or in the event Customer is otherwise in default of this Agreement, Contractor may enter Customer's premises and remove Contractor's Equipment and any Waste Materials deposited therein, or may leave Equipment on site, and suspend all Services, until payment in full is made, including interest charges as provided in Section 5 above. Customer shall remain liable for all monthly fees incurred during suspension of Services for non-payment. Customer shall indemnify, defend and hold Contractor harmless from any claims and costs for the removal of Contractor's Equipment and the removal of Waste Materials from Contractor's Equipment.
8. **Weight Restrictions and Surfaces.** Customer warrants and represents that any right of way provided to Contractor for purposes of delivering the Services is sufficient to bear the weight of all of Contractor's vehicles and Equipment (both empty and full). Customer also warrants sufficient overhead and side clearance to accommodate the placement and movement of Contractor's vehicles and Equipment. Contractor shall not be responsible for damage to any private pavement or accompanying subsurface or any route necessary to perform the Services and shall not be responsible for overhead and/or side obstacles such as electrical wires, overhanging rooflines or eaves, trees, walls, corrals, gates etc., whether such obstacles are within Customer's lot line or on a neighboring property.
9. **Services Guarantee. Early Termination.** (a) If Customer believes that Contractor has not performed in accordance with the Agreement, Customer shall provide written notice to Contractor via certified mail, return receipt requested, not later than 15 days after the event(s) giving rise to the alleged non-performance. Failure to give notice as set out in this Section 9 shall be deemed a waiver of any such claim. Where Customer gives Contractor notice of non-performance, Contractor shall have a reasonable period of time within which to cure and/or respond to any alleged non-performance. If Contractor fails to cure the non-performance in accordance with this procedure, Customer may terminate this Agreement on written notice to Contractor and upon payment of all charges due through the date of termination. (b) If, during the Term, Customer terminates this Agreement other than for Contractor's default as set forth in the first sentence of this Section 9, or if Contractor terminates this Agreement for Customer's default pursuant to Section 7 of this Agreement, or if Customer closes its business at the Customer Service Address, Customer shall pay Contractor the following liquidated damages, in addition to reimbursement of Contractor's legal fees: (a) if the remaining Initial Term is 6 months or more, an amount equal to the product obtained by multiplying the average monthly revenue generated by Customer in the 3 months prior to the effective date of termination, by 6, or (b) if the remaining Term is less than 6 months, an amount equal to the product obtained by multiplying the average monthly revenue generated by Customer in the 3 months prior to the effective date of termination, by the number of months remaining in the Term. Customer acknowledges that Contractor has dedicated certain Equipment, personnel and/or incurred other debts/commitments to service Customer and has a right to profit in good faith in its relationship with Customer. Customer acknowledges that the actual damages to Contractor in the event of termination are difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Contractor resulting from such termination, and is a genuine pre-estimate of Contractor's anticipated damages and is not imposed as a penalty. The liquidated damages amount set out in this Section 9 does not include costs for removing the Equipment which will be billed as a separate charge by Contractor. Contractor may terminate this Agreement at any time with not less than ten (10) days' prior notice to Customer.
10. **Force Majeure.** Contractor shall not be in default for its failure to perform or delay in performance of Services caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, war, imposition of laws or governmental orders, fires, accident, explosion, storm, earthquake or other natural disaster, acts of war or terrorism, acts of God, the inability to obtain equipment, mechanical or technological malfunction and Contractor shall be excused from performance during the occurrence of such events..
11. **Indemnity.** Contractor agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of Contractor or its employees, which occurs during the collection or transportation of Customer's Waste Materials, provided that Contractor's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Contractor harmless from and against any and all liability which Contractor may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any Equipment provided by Contractor, including for Excluded Materials deposited in Contractor's Equipment.

In no circumstances will either party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or non-performance of this Agreement.

12. **Dispute Resolution.** Any dispute arising out of this Agreement shall be exclusively resolved by commencement of suit in Macomb County Circuit Courts located in Mt. Clemens, Michigan or Contractor, at its sole discretion, may opt to resolve dispute via binding arbitration in Macomb County, Michigan, pursuant to the Rules of the American Arbitration Association. Customer hereby waives its right to trial by jury in any dispute arising pursuant to this Agreement. If one or more terms/conditions of this Agreement are found to be unenforceable, the remaining terms/conditions shall still be fully applicable.

13. **Miscellaneous.** (a) Customer shall keep all information, including but not limited to pricing and terms in this Agreement confidential as sharing such trade information could cause irreparable harm to Contractor. (b) Should Contractor incur any costs in conjunction with enforcing any of the terms of this Agreement, Contractor shall be entitled to reimbursement from Customer. These costs shall include, but not limited to, any and all attorney fees, court costs, collections costs, and other costs actually incurred of any kind. (c) Handwritten alterations that are initiated by an authorized representative of both Customer and Contractor will govern over the typed original language. In all other instances, the typed original language of this Agreement shall govern. (d) The parties are independent contracting parties and are not the agent or legal representative of the other for any purpose. (e) This Agreement embodies the entire understanding between Contractor and Customer with respect to the subject matter hereof, and all previous negotiations, discussions and written or oral agreements are hereby superseded by this Agreement (f) Contractor's delay in enforcing or failure to enforce any of the provisions of this Agreement, or any rights under this Agreement, or the exercise of any election provided in this Agreement, shall not be considered to be a waiver of the right to thereafter enforce such provisions or rights or exercise subsequent elections. Any and all of the rights and remedies conferred upon Contractor under this Agreement shall be cumulative and in addition to, and not in lieu of, any other rights or remedies at law or in equity. (g) This Agreement shall be governed by the laws of the State of Michigan. (h) Where this Agreement provides for notice to be given to any party, such notice shall be given to the address for Contractor or Customer, respectively noted on the face page of this Agreement, as the same may be changed from time to time by notice in writing given via certified mail, return receipt requested to the other party and shall be deemed receipt of the date of such delivery.

14. **Corporate Authority.** Customer's signatory (initials) on the face page of this Agreement hereby represents that he/she is an authorized signatory of Customer, has been directed to enter into this Agreement on behalf of Customer and has full authority to bind Customer to all of the terms and conditions contained in this Agreement. Customer acknowledges that Contractor is relying on these express representations in entering into this Agreement and that such representations are a material inducement to Contractor entering into this Agreement and proceeding to provide the Services.

15. **Assignment/ Subcontracting.** Contractor reserves the right to assign this Agreement and/or delegate its obligations hereunder. Contractor may utilize a subcontractor at any time to provide the Services.



9/18/2024

David Canter  
City of Ypsilanti/Public Works  
14 W Forest Ave  
Ypsilanti, MI48197  
Quote: A911517844

## CITY OF YPSILANTI:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 800-878-4626. It's that easy.

## Service Details

## LARGE CONTAINERS

|                          |                           |                |          |          |
|--------------------------|---------------------------|----------------|----------|----------|
| Equipment Qty/Type/Size: | 1 - Open Top - 20.00Yd(s) | Haul Rate:     | \$575.00 | per haul |
| Frequency:               | On-Call                   | Disposal Rate: | \$41.00  | per ton  |
| Material Type:           | Solid Waste               |                |          |          |
| Hauls/ month:            | 1.0                       |                |          |          |

## Estimated Monthly Amount \*

|                                             |          |
|---------------------------------------------|----------|
| Large Container Haul Charge                 | \$575.00 |
| Large Container Disposal Charge<br>(2 tons) | \$82.00  |

|                               |                 |
|-------------------------------|-----------------|
| <b>Total Estimated Amount</b> | <b>\$657.00</b> |
|-------------------------------|-----------------|

## One Time Charges

|                                     |           |
|-------------------------------------|-----------|
| Delivery Charge Subtotal            | \$215.00  |
| Valued Customer Discount - Delivery | - \$40.00 |

|                              |                 |
|------------------------------|-----------------|
| <b>Total One-Time Amount</b> | <b>\$175.00</b> |
|------------------------------|-----------------|

Janette Limburg  
Republic Services  
7343513829  
JLimburg@republicservices.com  
[www.republicservices.com](http://www.republicservices.com)

\* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

\*\*FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit [www.republicservices.com/customer-support/fee-disclosures](http://www.republicservices.com/customer-support/fee-disclosures). The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

INVOICE TO

CUSTOMER CITY OF YPSILANTI

NAME

ATTN David Canter

ADDRESS 1 S HURON ST

CITY YPSILANTI, MI

STATE

ZIP CODE 48197-5420

TEL. NO. (734) 483-1421FAX NO.

SITE LOCATION

SITE City of Ypsilanti/Public Works

NAME

ADDRESS 14 W Forest Ave

CITY Ypsilanti, MI

STATE

SUITE

ZIP CODE 48197

TEL. NO. (734) 483-1421 FAX NO.

AUTHORIZED BY David Canter TITLE

CONTACT David Canter TITLE

Customer Service Agreement



AGREEMENT NUMBER A911517844

ACCOUNT NUMBER 241-170000

EMAIL : dcanter@cityofypsilanti.com

| N/O | CONT. GRP | TYPE | SIZE       | C | QTY | ACCT. TYPE | C/O | SERV. FREQUENCY | EST. LIFTS | S | P.O. REQ | RECPT. REQ | L/F CODE | OPEN/ CLOSE DATE | LIFT CHARGE | MONTHLY SERVICE | EXTRA LIFT | DISP RATE      | ADDITIONAL CHARGES | TC/RC CMP |
|-----|-----------|------|------------|---|-----|------------|-----|-----------------|------------|---|----------|------------|----------|------------------|-------------|-----------------|------------|----------------|--------------------|-----------|
| N   |           | RO   | 20.00Yd(s) | N | 1   | P          | N   | O/C             | 1.0        | N |          | N          | WC70     | 11/13/2024       | \$575.00    |                 |            | \$41.00per ton |                    | 01/ 01    |

Allied Waste Systems, Inc. DBA Allied Waste Services of Detroit West, Republic Services of Southeast Michigan, Synergy Environmental

HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY:

(AUTHORIZED SIGNATURE)

TITLE:

BY :

TITLE:

(AUTHORIZED SIGNATURE)

CUSTOMER NAME (PLEASE PRINT)

DATE OF AGREEMENT

COMMENTS: City of Ypsilanti, Department of Public Works, located at 14 W. Forest Ave. Ypsilanti, MI. 20 yd dumpster t dcanter cityofypsilanti.com or 734.483.1421, M-F, 8A to 4P.

Additional Items:  
20.00Yd(s) - Minimum Lift Fee: \$150.0 for 1 minimum lift per month effective on 10/01/2024;  
Valued Customer Discount - Delivery for 1 container RO 20.00 yard - \$40.00  
Delivery Notes:  
Safety: No Safety Concerns

Fuel Recovery Fee - No, Environmental Recovery Fee - No, Administrative Fee - No

See reverse for Terms and Conditions

Exempt from: Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee

## TERMS AND CONDITIONS

**1. AGREEMENT.** This Customer Service Agreement consists of the service details above, including the Comments ("Service Details"), and these Terms and Conditions (together, the "Agreement"). If Customer's Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.

**2. RESPONSIBLE PARTY.** "Company" is the entity identified in the Service Details. Company is an individual operating subsidiary of Republic Services, Inc. Republic Services, Inc. itself does not perform the waste services and does not contract with customers. Accordingly, all obligations to you rest solely with Company and not with its parent company. All Services hereunder will be managed, performed, and billed for by Company, except to the extent Company may subcontract certain Services to its affiliates or subcontractors, as needed.

**3. TERM (SCHEDULED AND ON-CALL SERVICES).** FOR ALL SCHEDULED AND ON-CALL SERVICES, THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVICE COMMENCES AND CONTINUE FOR 36 MONTHS. UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR 36 MONTHS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM.

**4. TERM (TEMPORARY SERVICES).** FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).

**5. DEFINITIONS.** "Waste" means any waste material that fully conforms to the description of such Waste in this Agreement and its approved waste profile, manifest or other waste documentation. "Non-Conforming Waste" means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, and/or Waste placed in a container intended for a different type of Waste (such as solid waste in a container for Recyclables). "Recyclables" means material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastic containers.

**6. SCOPE OF SERVICES; TITLE; NON-CONFORMING WASTE.** Customer grants to Company the exclusive right to perform the services set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Law"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste. Customer agrees not to deposit, or permit the deposit for collection of, any Non-Conforming Waste. Title to and liability for any Non-Conforming Waste shall remain with Customer and shall at no time pass to Company regardless of whether physical possession of Non-Conforming Waste has passed to Company. Company shall acquire title to conforming Waste when collected or received by Company. If Company determines that any Waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste and convey it to Customer or another location. In such event Customer will pay Contractor's reasonable costs for the handling, analysis, transportation, repackaging, and time involved in returning such Non-Conforming Waste to Customer or other location or arranging for alternative disposal.

**7. PAYMENT AND CHARGES.** Customer shall pay Company all rates, fees, taxes, and other amounts payable under this Agreement for the Services ("Charges") within 20 days after the date of Company's invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. Unless otherwise agreed, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF") environmental recovery fees ("ERF") and a recycling processing charge ("RPC") in the amounts shown on each of Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice (additional information regarding these fees is available on Company's website at: [www.republicservices.com/customer-support/fee-disclosures](http://www.republicservices.com/customer-support/fee-disclosures)). ADMIN, FRF, ERF and RPC are not associated with any explicit cost to service Customer's account but are designed to help Company recover certain costs across its business and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.

**8. ADJUSTMENTS TO CHARGES.** Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased Company costs as measured by the most recently trailing 12-months' average in the Consumer Price Index for All Urban Consumers (Waster, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics; (c) increased disposal or processing costs; (d) increased transportation costs; (e) increased fuel costs; (f) costs or fees due to the inclusion of Non-Conforming Waste and/or contamination; (g) decreased value of Recyclables or changes in commodity markets; or (h) actual Services or equipment that differ from those listed in the Service Details (all of the foregoing are "Required Adjustments"). Subject to any Comments in the Service Details, Company may also increase Charges at any time and for any other reason by notice to Customer (on its invoice) and with Customer's consent ("Agreed Adjustments"), which consent may be evidenced verbally, in writing, or by the parties' actions and practices. Unless specified otherwise in Company's notice, all adjustments to charges shall be treated as Agreed Adjustments. Within 30 days of receiving notice of an Agreed Adjustment, Customer may object to the adjustment by calling Customer Service. If Customer does not object to an Agreed Adjustment within 30 days and continues to receive and pay for Services, then Customer shall be deemed to have consented to the Agreed Adjustment by its actions.

**9. SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.

**10. RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose, shall not overload (by weight or volume), move, or alter the equipment, and shall not allow the equipment to be used for any purpose by any person or entity other than Customer's employees without Company's prior written consent. If a Company container is moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Company shall not be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's Site.

**11. COMPANY INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") TO THE EXTENT ARISING FROM COMPANY'S NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT.**

**12. CUSTOMER INDEMNIFICATION. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES TO THE EXTENT ARISING FROM CUSTOMER'S NEGLIGENCE, WILLFUL MISCONDUCT, PROVISION OF NON-CONFORMING WASTE, AND CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT. THE OBLIGATIONS SET FORTH IN SECTIONS 11 AND 12 SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT.**

**13. SUSPENSION; TERMINATION.** If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.

**14. LIQUIDATED DAMAGES.** If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-payment), Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

**15. RIGHT OF FIRST REFUSAL.** Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of the Services during any term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

**16. COMMUNICATIONS.** To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). All notices to Company pertaining to this Agreement shall be sent via email to [contractnotice@republicservices.com](mailto:contractnotice@republicservices.com). If (and only if) Customer does not have access to email, written notice shall be provided via certified mail to: Republic Services, Attn: Customer Contracts, 18500 N. Allied Way, Phoenix, AZ 85054. Any notices received from Customer will be deemed effective no less than 60 days from the date received by Company.

**17. DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER.** (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all claims between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising in connection with or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

**18. MISCELLANEOUS.** (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any Waste or Recyclables. (e) Company may assign this Agreement without Customer's consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

**19. CONTAINER REFRESH.** If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer's invoice, which Charge may be changed by Company by showing the amount of the new Charge on Customer's invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

**20. RECYCLABLES.** If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclables and not place items in any recycling container that may make the Recyclables unsuitable for recycling or decrease the value of the Recyclables. Customer agrees that Company in its sole discretion may determine whether any load of Recyclables is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal.

**21. ROLL-OFF.** Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept: white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off, shall not exceed 3 feet in depth and shall not exceed 10 tons in weight. (c) Customer shall not load materials above the top of the roll-off. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties, or damages incurred by Republic due to the overweight container.

**22. EQUIPMENT RENTAL.** Rented equipment shall remain at Customer's Site, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

**MAINTENANCE.** Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installment requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

**CUSTOMER'S OBLIGATIONS.** Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement and the manufacturers and Company's instructions. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Law. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired. **If this Agreement is terminated early for any reason, in addition to the Liquidated Damages, Customer shall also reimburse Company for any fabrication, configuration, installation and de-installation costs, including, but not limited to, labor costs, incurred in placing and removing the equipment from Customer's Site.**

**DISCLAIMER OF WARRANTIES; DAMAGES.** COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR. COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT,

INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

**23. ELECTRONIC MATERIAL AND/OR BULB & BATTERY RECYCLING SERVICES.** Electronic Material Services and/or Bulb & Battery Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled. Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

**ADDITIONAL DEFINITIONS.** The following additional definitions apply to the recycling of Electronic Material and Bulbs & Batteries only:

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

"Electronic Material" consists of any video display devices (CRT or flat panel), computers, servers, laptops, tablets, cell phones, and other electronics that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

**BOX MAIL-BACK SERVICES (Electronic Material and Bulbs & Batteries).** In connection with Box Mail-Back Services, the following additional terms shall apply:

**Pre-Payment; No Refunds.** Payment for Box Mail-Back Services is made in advance and will not be refunded for any reason after a box has been shipped to Customer. If Customer returns an unused box, Customer will be responsible for its shipping cost plus a restocking fee.

**Expiration of Boxes.** Each box must be received by Company or its subcontractor within 1 year from the date of order (the "Expiration Date"). With respect to Electronic Material, the Expiration Date can be extended an additional year for a fee of 50% of the original box price. Company has no obligation after the Expiration Date to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

**Safe Packaging Obligation.** Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each box.

**Electronic Material Specifications.** With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) processing electronics containing wood; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or boxes received with expired labels.

**Bulbs & Batteries Specifications.** With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

**PACK-UP & PICK UP SERVICES (Electronic Material and Bulbs & Batteries).** In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

**Safe Packaging Obligation.** Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order and shall ensure such is completed prior to the scheduled pickup date.

**Electronic Material Specifications.** With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) video display devices (CRT); (2) video display devices (flat panel); (3) computers; (4) laptops, tablets, cell phones; and (5) all other Electronic Material. A full list of items that fall into each of these categories is available upon request. If the Electronic Material is not properly sorted, is not removed from its original packaging, and/or is not properly loaded and palletized, additional fees will apply.

**FULL SERVICE (Electronic Material).** There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be \$660. For loads of Electronic Material over 466 pounds, the charge for Full Service will be the weight of the load multiplied by the per pound charge quoted in the Service Details.

CUSTOMER'S INITIAL:

DATE:



REQUEST FOR LEGISLATION  
October 1, 2024

For: Mayor and City Council

From: Bonnie Wessler, DPS Director

Subject: Resolution No. 2024-226 Supporting the Ypsilanti Community Utilities Authority (YCUA) and their West Warner Water Main Loop project, and if funding assistance is awarded, that the City will coordinate construction with YCUA and negotiate an easement through Recreation Park in good faith.

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SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. YCUA woods-warner- Council- RFL\_Resolution
2. City Support Request Letter

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CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: October 1, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



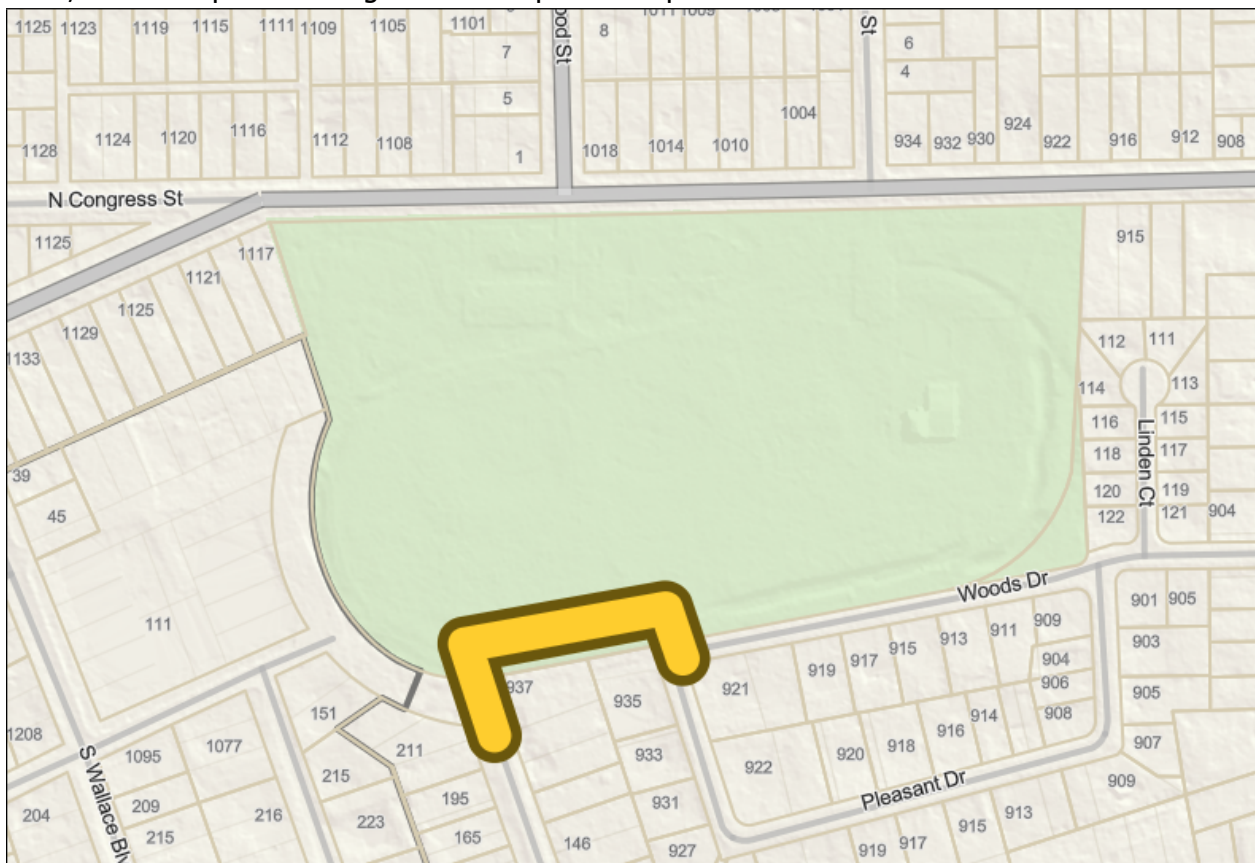
From: Bonnie Wessler, Director of Public Works

Subject: YCUA Request for Resolution of Support

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**SUMMARY & BACKGROUND:**

Ypsilanti Community Utilities Authority (YCUA) is the water and sewerage provider for the City of Ypsilanti, and is diligently pursuing system improvements to continue to provide safe and efficient service. To this end, they are exploring funding opportunities to create a loop in the water service, connecting an existing dead-end on West Warner Street to the main on Woods Road. This, if completed, would run through Recreation Park. Since any future easement would require Council consent, they are asking that Council review the general concept and provide a resolution supporting the funding application and a potential future easement. The park, and any current or future pathway, would be restored by YCUA. A very rough approximate location is provided in yellow in the below map. The resolution is not a commitment nor an easement itself; it is an expression of goodwill and partnership.



**RECOMMENDED ACTION:** Approval

**ATTACHMENTS:** Request for Resolution of Support from YCUA

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**2024 Goal Alignment:**

- ☒ **Strategic Goal 1: Capital Improvements and revitalization of City owned facilities and spaces.**
- ☐ **Strategic Goal 2: Staff retention and creating greater efficiencies.**
- ☐ **Strategic Goal 3: Community Engagement**
- ☒ **Strategic Goal 4: Infrastructure and investment**
- ☐ **Strategic Goal 5: Financial Planning**



**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

WHEREAS, the Ypsilanti Community Utilities Authority (YCUA) is a longstanding partner and provides consistently safe and efficient, water and sanitary sewer services for the City of Ypsilanti residents, businesses, and visitors; and,

WHEREAS, YCUA has requested the City's support in an application for funding for a West Warner Water Main Loop project, to update and upgrade the existing dead-end watermain on West Warner Street by connecting it to watermain in Woods Road; and,

WHEREAS, the City supports ongoing improvement to the water system and specifically supports improvements to the water main on West Warner; and

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti supports YCUA's West Warner Water Main Loop project, and if funding assistance is awarded, that the City will coordinate construction with YCUA and negotiate an easement through Recreation Park in good faith.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:



YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD  
YPSILANTI, MICHIGAN 48198-9112  
TELEPHONE: 734-484-4600  
WEBSITE: [www.ycua.org](http://www.ycua.org)

September 16, 2024

**VIA ELECTRONIC MAIL**

Ms. Bonnie Wessler, Director of Public Services  
CITY OF YPSILANTI  
1 South Huron Street  
Ypsilanti, Michigan 48197

Re: Request for Letter of Support  
**West Warner Water Main Loop**  
Recreation Park, City of Ypsilanti

Dear Ms. Wessler:

As you and I have discussed, the Ypsilanti Community Utilities Authority (YCUA) appears to be in good position to qualify for low-interest loan monies from the State of Michigan to fund much-needed improvements to the water supply system in the City of Ypsilanti. One of the projects included in the request for loan funds is extension of a water main from an existing water main at the north end of West Warner Street to another existing water main in Woods Road. The proposed alignment for the water main extension would be located in the southwest portion of Recreation Park.

The proposed water main through the park would eliminate the current long dead-end water main serving the residents along West Warner Street and provide better water quality, flow, and pressure to the area. As the new water main connection would connect via Recreation Park, documented consent and cooperation from the City of Ypsilanti is crucial as we work to cement the project's scope and funding.

YCUA is requesting that the City provide a generalized resolution of support for the project, with the understanding that a license agreement will be required for construction of the project, and an easement through the affected area of the park will be drafted by YCUA upon its completion, for acceptance and execution by the City. We thank you for your assistance. If you have any questions, please contact this office.

Sincerely,

  
SDW Digital Signature

SCOTT WESTOVER, P.E., Director of Engineering  
Ypsilanti Community Utilities Authority

cc: Mr. Luke Blackburn, Mr. Sean Knapp, File, YCUA



REQUEST FOR LEGISLATION  
October 1, 2024

For: Mayor and City Council

From: Tracey Boudreau, City Clerk

Subject: Resolution No. 2024-227 Approving the request of the SafeHouse Center to tie purple ribbons throughout the city October 1<sup>st</sup> - October 31st, 2024 during Domestic Violence Awareness Month.

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SUMMARY & BACKGROUND: Outside request from an Organization

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Res. No. 2024-227 DVAM Ribbons
2. DVAM Ribbon Campaign Ypsilanti.docx

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CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: October 1, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-227  
October 1, 2024

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**WHEREAS**, October is Domestic Violence Awareness Month (DVAM); and

**WHEREAS**, the mission of the SafeHouse Center is to serve and advocate for domestic violence survivors and against existing systems that allow domestic violence; and

**WHEREAS**, the SafeHouse Center proposes to do a ribbon campaign for DVAM by tying purple ribbons throughout the city, with informational placards attached; and

**WHEREAS**, the SafeHouse Center, will cover all expenses incurred by this campaign and there will be no cost to the city.

**THEREFORE BE IT RESOLVED THAT** the Mayor and City Council supports this campaign and approve of purple ribbons being tied throughout the city October 1<sup>st</sup> - October 31<sup>st</sup>, 2024.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:

## SafeHouse Center Domestic Violence Awareness Month Ribbon Campaign

October is widely recognized as Domestic Violence Awareness Month (DVAM). In accordance with our mission to not only serve but advocate for survivors and against existing systems that allow domestic violence, SafeHouse Center proposes to do a ribbon campaign in downtown Ypsilanti.

Description (see photo below of the April 23 Sexual Assault Campaign): Purple ribbons are gently wrapped around trees, displaying a small placard with information about DVAM, a fact related to DVAM, information about SafeHouse Center services, and how to contact us. Our team will place these ribbons the first or second week of October, and do removal by November 1st. We will only place these ribbons on city trees in the road verges at the locations listed below. We will happily include any more information the city would like placed on the placards.

### Locations:

- 5 trees on E. Cross St. between Rice St. and N. River St.
- 5 trees on W. Michigan Ave. between N. Hamilton St. and N. Huron St.
- 5 trees on W. Cross St. between N. Summit St. and College Pl.



Ann Arbor, MI 48105

734 973-0242

734 995-5444

734 973-7817

734 973-2227

EMAIL  
[info@safefhousecenter.org](mailto:info@safefhousecenter.org)



WEBSITE  
[www.safefhousecenter.org](http://www.safefhousecenter.org)



REQUEST FOR LEGISLATION  
October 1, 2024

For: Mayor and City Council

From: Patrick McLean, Council Member

Subject: Resolution No. 2024-228 requesting that the Michigan Attorney General issue an opinion on whether the Police Budget ballot initiative may appear on a ballot, and also requesting that the Washtenaw County Clerk reject the ballot initiative and prohibit it from appearing on any ballot based on lack of clarity and/or lack of chronological coherence.

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SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Resolution No 2024-228 Police Budget Ballot Initiative

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CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: October 1, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-228  
October 1, 2024

**Whereas, a ballot initiative related to the city of Ypsilanti's budgeting process has received the required number of signatures and may appear on a future ballot; and**

**Whereas, this ballot initiative would enact a radical change to the city of Ypsilanti's budget processes; and**

**Whereas, this ballot initiative is technically unfit for the ballot because it (a) lacks sufficient terminological clarity and (b) would require this Council to fail to meet its legal obligations to enact a budget by the statutory deadline; and**

**Whereas, the ballot initiative lacks terminological clarity because the term "budgeted police expenditures" -- which is the trigger to send the budget to the people for approval -- is not defined clearly, and could be conceived of in at least the following ways: (a) an increase in the general fund police department budget; or (b) an increase in the police budget across all funds; or (c) an increase in any one line item in either the police general fund budget or the police department all funds budget; or (d) an increase in spending authority -- and with it a revised budget -- brought on by receipt of a grant or other non-general funds or other budget adjustments midway through the fiscal year; and**

**Whereas, this lack of clarity means it cannot be readily ascertained when or if the popular election contemplated by this proposed charter amendment would be triggered; and**

**Whereas, the city could not meet its statutory obligation to enact a budget by the time required by state statute because the vote of the people, triggered by multiple possible increases, would not take place until months after the city is statutorily required to submit a balanced budget to the state of Michigan; Therefore, be it**

**RESOLVED, that the City Council of the City of Ypsilanti requests that the Attorney General of the State of Michigan issue an opinion on whether the ballot initiative may appear on a ballot before the voters of the city of Ypsilanti given the lack of clarity and the chronological incoherence; be it further**

**RESOLVED, that the City Council of the City of Ypsilanti requests that the Washtenaw County Clerk reject the ballot initiative and prohibit it from appearing on any ballot based on lack of clarity and/or lack of chronological coherence.**

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:



REQUEST FOR LEGISLATION  
October 1, 2024

For: Mayor and City Council

From: Patrick McLean, Council Member

Subject: Resolution No. 2024-229 directing the City Manager to use all appropriate resources to ensure a safe downtown for all residents, visitors and business owners.

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SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Resolution No 2024-229 Downtown Safety Resolution

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CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: October 1, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-229  
October 1, 2024

**Whereas, it is in the interest of the entire Ypsilanti community to have a safe and welcoming downtown for all Ypsilanti residents, business owners, and visitors; and**

**Whereas, the downtown currently has areas where safety is a significant concern for many of Ypsilanti's residents, visitors and business owners; and**

**Whereas, it is inappropriate to focus on the safety concerns of a subsection of the population without addressing the safety concerns of the entire downtown population; and**

**Whereas, the effort to concentrate services for a vulnerable population in the downtown core has had significant negative collateral impacts, including open air drug dealing, violence and threats to public safety and health; and**

**Whereas, business owners and property owners have a right to expect the city to take measures to ensure the safety of all in the interest of promoting a safe and vibrant downtown that serves a diverse clientele; now therefore be it**

**RESOLVED, that the city manager is hereby directed to use all appropriate resources, including police resources and police presence, to ensure a safe downtown for all residents, visitors and business owners; be it further**

**RESOLVED, that these resources shall be used in a manner consistent with respect for the civil rights of all residents, visitors and business owners.**

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE: