1. City Council Regular Meeting Agenda

   Documents:

   4-15-14 FINALAGENDA.PDF

2. City Council Regular Meeting Packet

   Documents:

   DRAFT 4-15-14 COUNCIL PACKET 2_REDACTED.PDF

CITY OF YPSILANTI
COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, April 15, 2014
6:00 P.M. – CLOSED SESSION
7:00 P.M. – OPEN SESSION

I. CALL TO ORDER –

II. ROLL CALL –

Council Member Jefferson	P A	Council Member Robb	P A
Council Member Moeller	P A	Council Member Vogt	P A
Council Member Murdock	P A	Mayor Schreiber	P A
Mayor Pro-Tem Richardson	P A		

III. INVOCATION –

IV. PLEDGE OF ALLEGIANCE –

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

V. INTRODUCTIONS –

VI. AGENDA APPROVAL –

VII. CLOSED SESSION – (6:00 – 7:00 p.m.)

Closed Session to discuss collective bargaining. OMA 15.268, Section 8(c).

VIII. PRESENTATIONS –

1. Planning Commission Annual Report – Teresa Gillotti
2. Historic District Commission Annual Report – Teresa Gillotti
3. TAP Grant Presentation – Teresa Gillotti

IX. ORDINANCES – FIRST READING -

Ordinance No. 1217

1. An ordinance to set a minimum wage of $10.10 per hour for all city employees and city contractors.

   A. Resolution No. 2014-91, determination.
   B. Open public hearing.
   C. Resolution No. 2014-92, close public hearing.

X. AUDIENCE PARTICIPATION –

XI. REMARKS BY THE MAYOR –

XII. MINUTES –
Resolution No. 2014-93, approving the minutes of April 1, 2014.

XIII. CONSENT AGENDA – Resolution No. 2014-94

1. Resolution No. 2014-95 approving appointment to Boards and Commissions.

2. Resolution No. 2014-96, supporting TAP Grant application.

3. Resolution No. 2014-97, approving Speed Control policy.

4. Resolution No. 2014-98, approving YCUA Big Four Pump Stations and HVAC WWTP Grit System SRF Bond Sale – *Ordinance No. 1218* ***(Second Reading)***.

5. Resolution No. 2014-99, approving Michigan Department of Transportation (MDOT) contract for Prospect Road Rehabilitation Project.

XIV. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2014-100 , regarding Michigan Avenue Road Diet.

2. Resolution No. 2014-101, approving funding request for urgent major street repairs.

3. Resolution No. 2014-102, lifting the cap on the number of streetlight conversions that can be done with special assessment funds.

4. Resolution No. 2014-103, approving proposed purchase agreement with DTE Energy for LED streetlight conversions.

XV. LIASON REPORTS –

A. SEMCOG Update
B. Washtenaw Area Transportation Study
C. Washtenaw Metro Alliance
D. Urban County
E. Freight House

XVI. COUNCIL PROPOSED BUSINESS –

XVII. COMMUNICATIONS FROM THE MAYOR –

XVIII. COMMUNICATIONS FROM THE CITY MANAGER –

XIX. AUDIENCE PARTICIPATION -

XX. REMARKS FROM THE MAYOR -

XXI. ADJOURNMENT -

Resolution No. 2014-104, adjourning the City Council meeting.

CITY OF YPSILANTI
COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, April 15, 2014
6:00 P.M. – CLOSED SESSION
7:00 P.M. – OPEN SESSION

I. CALL TO ORDER –

II. ROLL CALL –

Council Member Jefferson	P A	Council Member Robb	P A
Council Member Moeller	P A	Council Member Vogt	P A
Council Member Murdock	P A	Mayor Schreiber	P A
Mayor Pro-Tem Richardson	P A		

III. INVOCATION –

IV. PLEDGE OF ALLEGIANCE –

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

V. INTRODUCTIONS –

VI. AGENDA APPROVAL –

VII. CLOSED SESSION – (6:00 – 7:00 p.m.)

Closed Session to discuss collective bargaining. OMA 15.268, Section 8(c).

VIII. PRESENTATIONS –

1. Planning Commission Annual Report – Teresa Gillotti
2. Historic District Commission Annual Report – Teresa Gillotti
3. TAP Grant Presentation – Teresa Gillotti

IX. ORDINANCES – FIRST READING -

Ordinance No. 1217

1. An ordinance to set a minimum wage of $10.10 per hour for all city employees and city contractors.

   A. Resolution No. 2014-91, determination.
   B. Open public hearing.
   C. Resolution No. 2014-92, close public hearing.

X. AUDIENCE PARTICIPATION –

XI. REMARKS BY THE MAYOR –

XII. MINUTES –
Resolution No. 2014-93, approving the minutes of April 1, 2014.

XIII. CONSENT AGENDA – Resolution No. 2014-94

1. Resolution No. 2014-95 approving appointment to Boards and Commissions.

2. Resolution No. 2014-96, supporting TAP Grant application.

3. Resolution No. 2014-97, approving Speed Control policy.

4. Resolution No. 2014-98, approving YCUA Big Four Pump Stations and HVAC WWTP Grit System SRF Bond Sale – *Ordinance No. 1218* ***(Second Reading)***.

5. Resolution No. 2014-99, approving Michigan Department of Transportation (MDOT) contract for Prospect Road Rehabilitation Project.

XIV. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2014-100 , regarding Michigan Avenue Road Diet.

2. Resolution No. 2014-101, approving funding request for urgent major street repairs.

3. Resolution No. 2014-102, lifting the cap on the number of streetlight conversions that can be done with special assessment funds.

4. Resolution No. 2014-103, approving proposed purchase agreement with DTE Energy for LED streetlight conversions.

XV. LIASON REPORTS –

A. SEMCOG Update
B. Washtenaw Area Transportation Study
C. Washtenaw Metro Alliance
D. Urban County
E. Freight House

XVI. COUNCIL PROPOSED BUSINESS –

XVII. COMMUNICATIONS FROM THE MAYOR –

XVIII. COMMUNICATIONS FROM THE CITY MANAGER –

XIX. AUDIENCE PARTICIPATION -

XX. REMARKS FROM THE MAYOR -

XXI. ADJOURNMENT -

Resolution No. 2014-104, adjourning the City Council meeting.

City of Ypsilanti
Planning and Development Department

Date: February 19, 2014

2013 Annual Report
Planning Commission
Ypsilanti, Michigan

INTRODUCTION

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

In 2012, the Planning Commission's membership was as follows:

Roderick Johnson (chair)
Richard Murphy (vice-chair)
Anthony Bedogne (joined Aug, 2013)
Mark Bullard
Gary Clark
Phil Holifield
Heidi Jugenitz (joined Oct. 2013)
Daniel Lautenbach (resigned June, 2013)
Brett Lenart
Kelly Weger (resigned July 2013)
Cheryl Zuellig

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

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

PLANNING COMMISSION OPERATIONS

The Planning Commission held regular monthly meetings during 2013, except for the months of April, May and July. As well the planning commission hosted two joint meeting with the Planning Commission to discuss the Shape Ypsi Master Plan process April and August. From the perspective of formal applications, the Commission's agenda maintained an above average load compared to previous years. The Commission considered 24 actions, including 11 site plans, 5 special

use permits, and 2 Planned Unit Developments (PUD).

The Commission addressed a number of significant issues that weren't tied to individual sites or applications, in particular, the commencement and completion of a master planning process in 10 months!

- The Commission also continued reviewing and making recommendations on capital improvement projects in the City of Ypsilanti, as called for in the Planning Enabling Act.

    - In December, the Planning Commission reviewed the infrastructure plan for the Water Street Redevelopment Area. The Commission emphasized the need to maintain the ring road, even in consideration of the East Side Recreation Center, the need for coordinated public parking, considering appropriate storm water management and desire to maintain the ring road for future development.

- As part of the U.S. Housing and Urban Development Sustainable Community Challenge Grant awarded to Washtenaw County, the City was able to fund a Master Planning revision and zoning ordinance rewrite. After selecting a consultant team to assist in the process in the fall of 2012, the City launched a community-driven process, called *Shape Ypsilanti*, to create the Master Plan in January 2013. Due to the challenges facing the City, staff, elected and appointed officials requested the master plan recognize both the good and the bad, set realistic goals, and emphasize policy as well as land use. The process utilized social media and a website separate from the City's own to engage, educate, and empower. Feedback from on-line sources was used as fodder for discussions and decisions at a series of events, varying in size from interviews to two rounds of focus groups to community-wide, 4-day charrettes in March and April 2013. Events were attended by more than 400 individuals. Two joint sessions of the Planning Commission and City Council were held as well, providing opportunity for education and feedback. Ultimately the plan was adopted in October of 2013.

- Three committees were active during the past year
    - The Shape Ypsi Steering Committee met monthly and were more intensely involved during the March and April charrettes as well as again during the fall zoning charrette. The committee membership shifted somewhat after the Master plan was adopted, prior to going into the zoning phase. Planning Commission members have been engaged at the steering committee meetings as well.

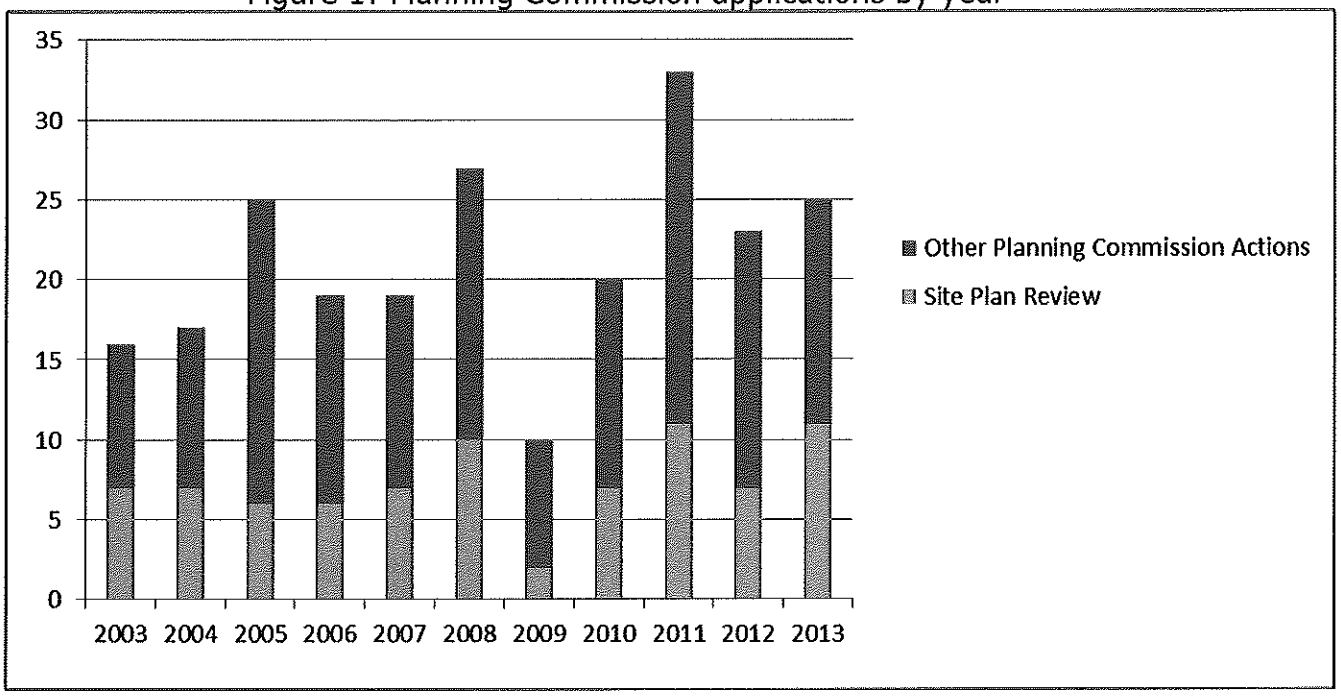
    - The Non-Motorized Committee met monthly and has representation from the DDA and Recreation Commission in addition to Planning Commission although attendance is very up and down. The Committee will be submitting their annual report is included in February 2014 Planning Commission packet.

- The Annual Report committee began work to incorporate the goals and objectives of the Shape Ypsi master plan into the annual report. As much of this effort requires baseline data, they are committed to work on that data and a form for the annual report. The baseline data (2013) would be completed by June and a new format by the end of the calendar year if not sooner.

Table 1: Planning Commission actions by type

Planning Commission Applications	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Site plan review	7	7	6	6	7	10	2	7	11	7	11
Amend approved site plan	0	0	0	0	4	1	1	1	2	1	0
Special use permit	3	3	6	3	3	6	1	1	7	2	5
Zoning map amendment	2	1	4	5	2	5	2	3	2	3	1
Zoning text amendment	2	1	3	1	2	2	3	6	6	2	0
Master plan amendment (full revision in 2013)	0	2	3	2	0	2	0	1	0	0	1
Planned unit development	2	0	1	0	0	0	0	0	1	2	2
Amend approved PUD	0	1	0	0	0	1	0	0	0	0	0
Alley/Street closure/vacation	0	1	2	2	0	0	1	0	2	1	1
Change in non-conforming use	0	1	0	0	0	0	0	0	0	0	0
Allow add'l floor area in B1	0	0	0	0	1	0	0	0	0	0	0
Historic Overlay discretionary zoning (tally starts 2010)								1	0	0	0
Capital Improvements Review (tally starts in 2011)									2	1	1
Special topic planning (tally starts in 2012)										1	2
Study item (tally starts in 2012)										4	0
Conditional rezoning (tally starts in 2012)										1	0
Total Applications	**16**	**17**	**25**	**19**	**19**	**27**	**10**	**20**	**33**	**25**	**24**

Figure 1: Planning Commission applications by year



ONGOING PLANNING ACTIVITIES

As of the end of 2013, a few specific planning activities remain in-progress.

- Reimagine Washtenaw – The right-of-way study for the corridor is near completion and will come before the Planning Commission for approval during the spring of 2014. The Traffic Demand Management analysis including Eastern Michigan University and other major employers has been completed, and the county is has convened a workgroup with institutional stakeholders to look at implementation steps.

- WATS has convened a steering committee to work on an updated concept for a Huron/Whittaker pedestrian crossing of I-94. Funded by the HUD Community Challenge grant, this work should result in engineered plans and implementation steps by the summer/fall of 2014.

- The zoning ordinance revision is currently underway and revised draft is expected in spring/summer of 2014. Additional education sessions and public forums will be planned in conjunction with the draft release.

- The property disposition strategy remains in a draft form and will likely be revised for Planning Commission in 2014.

COMMISSION RECOMMENDATIONS

The Commission urges that the importance of these and similar projects to Ypsilanti's future not be overlooked.

- The Commission would like to activate the Capital Improvements Committee to work on a 5-year Capital Improvements plan as it is a requirement of the State Planning Enabling Legislation. In addition to this being required by state law, it's recommendation of the SEMCOG report as well as the Redevelopment Ready Communities Certification administered by MEDC.

- The Planning Commission requests ongoing support for the recommendations related to the Redevelopment Ready Recertification.

- Ongoing projects such as Water Street redevelopment remain priorities that require staff time and may require further support through contractual and other expert partners to maintain efficacy due to increased activity on the site and elsewhere in the city.

ACTION

The Planning Commission adopted this report at its February 19, 2014, meeting and approved transmittal to City Council.

Ypsilanti Historic District Commission
2013 Annual Report

Membership

Anne Stevenson, Chair
Hank Prebys, Vice-Chair
Ronald Rupert
Michael Condon
Alex Pettit
Jennifer Henriksen
Jane Schmiedeke

Commission and Staff

Throughout 2013, the Historic District Commission (HDC) continued meeting on the second and fourth Tuesday of each month at 7:00 p.m. in the City Council Chambers.

The HDC was staffed by interns Adam Cripps, Connie Locker and Cynthia Kochanek. In the HDC Assistant role, they worked 15-20 hours per week performing various administrative tasks to enable the Commission to fulfill its responsibilities under the historic district ordinance. Staff responsibilities included reviewing Historic District Work Permit Applications prior to meetings; corresponding with applicants; preparing meeting agendas, Commission packets, and minutes; property monitoring; and preparing reports as needed.

The Commission continued to provide prompt review of applications. The current application procedure begins with the filing of a Historic District Work Permit Application by noon on the Wednesday before the HDC meeting. The applications are then collected from the Building Department and reviewed by staff for completeness. Incomplete applications are addressed through written or phone correspondence to the applicant, requesting that additional information be provided prior to the meeting. Properties under consideration are photographed by staff for reference and included with all completed applications into assembled meeting packets. Packets are then posted on the City of Ypsilanti's website and emailed to the Commission by the Friday before each meeting.

The HDC Assistant attends each Commission meeting. After the meeting, the HDC Assistant writes all decision letters and a draft of the official minutes. The draft is then forwarded to the HDC Chair for review. The turnaround time for this process, from application submittal to mailing of decision letters, generally takes about ten days;

however, the approvals are provided to the building department the next day so as to expedite the work getting done.

Potential applicants are encouraged to bring projects to the Commission as study items before formal submission of a Work Permit Application. This allows the Commission to provide feedback to property owners at a conceptual stage, clarifying expectations and allowing for a more predictable final review.

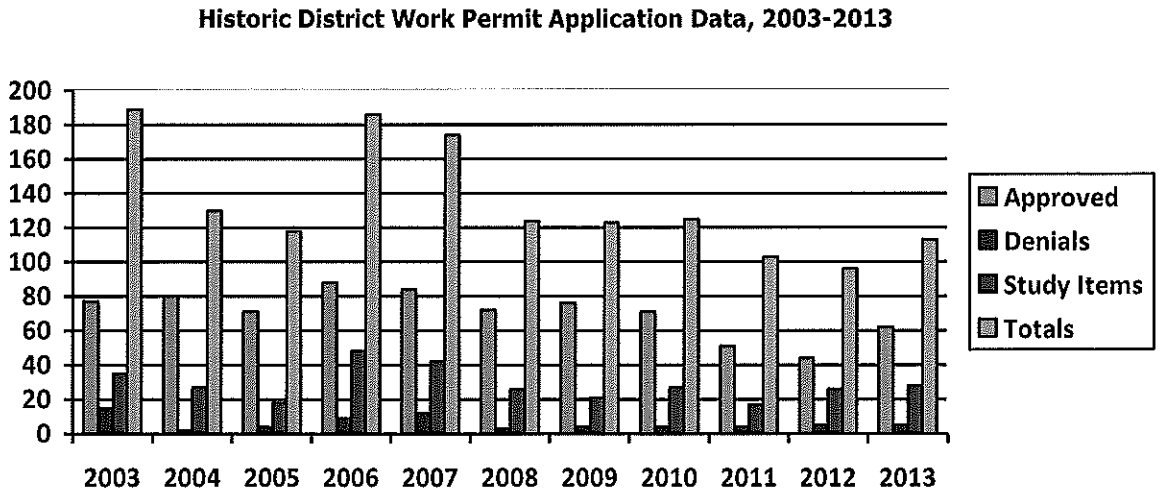
Statistics and Trends

The number of applications received this year was higher than the previous two years. The lower amounts of applications in recent years reflect the impact of economic issues. The ambitious scope of many of the approved projects reflects the commitment of residents and businesses to the improvement of the local community. The number of applications and actions taken is shown in the table below.

Historic District Commission Actions, 2003-2013

	2003	**2004**	**2005**	**2006**	**2007**	**2008**	**2009**	**2010**	**2011**	**2012**	**2013**
Applications approved as submitted	77	80	71	88	84	72	76	71	51	44	62
Applications approved with modifications	61	20	22	10	8	2	3	7	15	10	6
Administrative approvals				24	19	11	12	13	11	9	10
Applications denied due to lack of information	3	2	4	6	3	1	3	2	1	2	0
Applications denied due to inappropriateness	12	0	0	3	9	2	1	2	3	3	5
Applications pending at end of year	1	1	3	2	2	1	1	1	0	0	0
Study Items	35	27	18	48	42	26	21	27	17	26	28
Amendments to previous approvals				5	7	9	6	2	5	2	2
Total Applications	**189**	**130**	**118**	**186**	**174**	**124**	**123**	**125**	**103**	**96**	**113**

To illustrate the number of projects within the Historic District this year as compared to the past ten years, the chart below depicts HDC Work Permit application activity from 2003 through 2013.



Source: Planning & Development Department Records

Historic District Fact Sheets

In 2013, revisions continued on the HDC fact sheets. A review of the all fact sheets will be conducted throughout the coming year. Production of house style fact sheets will also continue in 2014. The fence, window, and the alternative energy facts sheets will be the first to undergo revisions.

Demolitions

Three demolitions were approved in 2013. On February 12, 2013, the shed at the rear of the property at 509 N. Adams St. was approved for demolition because the structure constituted a hazard to public safety. On May 28, 2013 three rear additions on the structure at 302 E. Cross St. were approved for demolition due to the instability of these structures caused a hazard to public safety. On September 24, 2013, the garage at 402 S. Washington was approved for demolition. This garage was the only remaining structure on the property but was not historically or architecturally significant.

Appeals

No appeals were requested in 2013.

Significant Projects

The Historic District continued to benefit from investment over the past year. Some of the significant projects are summarized here:

- 217 W. Michigan Avenue, 76 N Huron, 312 N River, and the Ypsilanti Freighthouse – Application was approved for the installation of temporary artwork at these addresses as part of the Detroit Institute of Art Inside/Out program facilitated locally through the Downtown Development Authority (DDA). Artwork was displayed between July and September of 2013.

- 56 E. Cross (Sidetrack Bar and Grill) - Work was approved to include the creation of 12 new window openings on the north and east elevations at the corner of the building, to be constructed in the size of the window openings that already exist on the former street side elevation.

- Freighthouse (100 Market Place)- Work was approved to include a new entry door, new entry stairs and vent stacks for HVAC and plumbing systems. The installation of fifteen solar panels was also approved for the southwest section of the roof.

- Riverside Park- The installation of the Heritage Bridge to span the Huron River was approved.

- 118 S. Washington- Installation of a solar panel array on the south, west and east sides of the attached garage on the property was approved by the commission.

- 323 Oak- Approval was given for the installation of a solar array on the west face of the roof at the northern most end of the house.

- 328 E. Cross- The installation of solar panels on the 2nd story south facing roof on the house was approved.

- Starkweather House- The installation of seven windows on the second story was approved along with the installation of a historic wood door at the front entry and four exterior light fixtures. One of three apartments is now certified for rental!

Educational Workshops

The HDC did not host any educational workshops in 2013. In previous years educational workshops were held on topics of interest to the residents within the historic district. Some examples of previous workshops are:

- Repairing Historic Windows

- Researching Your Historic Home
- The Basics of the HDC

Due to the success of previous workshops, a series of similar educational workshops are being planned for 2014.

Evaluation and Training

CLG Evaluation- 2012 saw an evaluation conducted of the Ypsilanti Historic District Commission. Created by MSHDA for the purpose of analyzing how historic district commissions in certified local governments operate, the evaluation was filled out and submitted to the state. Results of the evaluation are still forthcoming.

Conclusion

Although of varied scope and scale, the projects completed throughout 2013 are excellent examples of the continued preservation efforts of property owners within the Ypsilanti Historic District. Commendation by the City is due to these owners for their substantial contribution to the community as they continue to support the efforts of the HDC to beautify the district and preserve the heritage of Ypsilanti's built environment.

This report respectfully submitted to the Ypsilanti City Council by the Historic District Commission.

_____ _____

Anne Stevenson, Chair — Date
Historic District Commission

_____ _____

Cynthia Kochanek, HDC Assistant — Date
Planning and Development Department

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
Karl A. Barr
~~~~~~~

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

REQUEST FOR LEGISLATION

DATE: February 17, 2014

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Minimum Wage Ordinance

SUMMARY/BACKGROUND

Councilmember Murdock and other council members requested that we present minimum wage legislation to raise the city minimum wage to $10.10 per hour, the same amount that the President of the United States ordered for employees of federal contractors.

Attached is a proposed city minimum wage ordinance. The ordinance requires the new minimum wage of $10.10 for all city employees and employers under contract with the city.

Also attached is a memorandum from assistant city attorney Dan Duchene that explains the scope of the proposed ordinance is greater detail.

ATTACHMENTS: Proposed Ordinance

RECOMMENDED ACTION:

DATE RECEIVED:_____ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF:_____ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:
~~~~~~~

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: dduchene@barrlawfirm.com

John M. Barr
Karl A. Barr
Daniel J. DuChene

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

Memorandum

To: **John Barr**
From: **Dan DuChene**
Date: 4/11/2014
Re: Minimum Wage Ordinance – Questions from Council

You asked me to respond to some questions from City Council regarding the proposed minimum wage ordinance.

The first question asked whether or not the minimum wage had to be adopted by ordinance, or whether it could be through a resolution. Section 2.09 of the City Charter provides for the types of legislation that must be done by ordinance. Subsection (b) of this Charter requires that any legislation "be by ordinance which… [p]rovide for a fine or other penalty or establish a rule or regulation for violation of which a fine or other penalty is imposed…"

The proposed legislation does establish a new rule and it contains a provision concerning enforcement. While the intent of the ordinance is to be an internal policy and otherwise enforced through contract law, I thought it best to error on the side of caution and adopt this legislation by ordinance. Furthermore, I thought it would be best that this legislation be codified for preservation and because it references the Living Wage Ordinance.

The second question asked how this proposed ordinance is compatible with the existing Living Wage Ordinance. First, the obligations of this ordinance clearly apply to the City, which includes all political subdivisions thereof and all employees handled by the City Human

Resources Department. There has been some question as to the applicability of the Living Wage Ordinance to internal employees. Furthermore, this proposed ordinance applies to a narrower group than the Living Wage Ordinance. The Living Wage Ordinance applies to anyone that receives a financial benefit from the City, including grants and tax abatements. This proposed ordinance applies only to the City and employers under a contract for services with the City.

Essentially, this ordinance sets a floor. The living wage is higher than the minimum wage contained in this proposed ordinance. However, there are several exemptions contained in the Living Wage Ordinance that are not included in this proposed ordinance. So, if an employee would fall under an exemption under the Living Wage Ordinance and would be required to be paid only the minimum wage in the State of Michigan, this ordinance would raise that wage to $10.10.

The third question asked to explain the training wage. The training wage is included in both the federal and state minimum wage statutes. The amount in this ordinance is grater than both. I calculated the figure in this proposed ordinance based on the percentages of the federal and state rates (percent of training wage compared to the general wage). Under the state statute, there is an additional provision providing for a minimum wage for employees that are less than 18 years old (85% of the general minimum wage). MCL 408.284b(2). Such language is not found in the federal statute. I did not include it in this proposed ordinance.

Finally, it was asked whether the review in this proposed ordinance coincides with the review provided in the Living Wage Ordinance. That is exactly how the language of this proposed ordinance, or at least the intent of the language, is structured.

I hope this answers any questions. Let me know if there is any further clarification needed.

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: dduchene@barrlawfirm.com

John M. Barr
Karl A. Barr
Daniel J. DuChene

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

Memorandum

To: **John Barr**
From: **Dan DuChene**
Date: 4/11/2014
Re: Minimum Wage Ordinance – Effect on pool employees

You asked me to respond to offer an opinion as to how the minimum wage ordinance, if adopted by City Council, might have an effect on life guards employed for the Rutherford Pool.

The ordinance would require the City to pay its employees a minimum wage equal to the highest of four amounts: $10.10 an hour, the wage established pursuant to the Living Wage Ordinance, the minimum wage by state law, or the minimum wage by federal law. Employees at the Rutherford Pool would be considered employees of the City under this ordinance because, at the minimum, their staff is processed through the City Human Resources Department. So, the minimum wage ordinance would apply to these individuals.

I will first address the wage required under the Living Wage Ordinance, because that is currently the highest of the four amounts. I believe the lifeguards would qualify for an exemption under Section 2-349(1) of the Living Wage Ordinance, as they are seasonal employees. Therefore, the next highest amount would be the $10.10 contained in the proposed ordinance.

There are two ways that the $10.10 amount may not apply to the life guards. The first is through Section 2-114, as a training hourly wage. Pursuant to this language, the City "may pay a new employee who is

less than 20 years of age" $5.80 an hour "for the first 90 days of that employee's employment." I do not know if any or all of the lifeguards will be under the age of 20. I also do not know how many days the lifeguards would be employed. However, this would be a one-time exemption under the ordinance. So, if there are more than 90 days of employment by one single employee than the minimum wage would increase to $10.10 an hour for that employee.

There is a second method that could exempt pool employees from the proposed ordinance. This would be under Section 2-115, which allows City Council to grant a partial or complete exemption from the proposed ordinance if a public hearing is held and they find that the requirements of the ordinance "would cause unreasonable economic harm to a non-profit organization exempt from federal taxation." Because the Friends of the Rutherford Pool are a 501(c)(3), upon information and belief, and because they are funding the staff at the pool, they could argue that the proposed ordinance would cause such a harm to their organization. If City Council agrees, then they could vote to exempt the organization from compliance with the ordinance.

If City Council were to exempt pool employees from the ordinance, federal and state minimum wage laws would still apply.

Resolution No. 2014-091
April 15, 2014

RESOLUTION TO APPROVE MINIMUM WAGE ORDINANCE
ON FIRST READING

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an Ordinance entitled, "An Ordinance to establish minimum wage for employees of the City of Ypsilanti and those working under service contracts for the City of Ypsilanti" be approved on First Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1217

An ordinance to establish a minimum wage for employees of the City of Ypsilanti and those working under service contracts for the City of Ypsilanti.

1. THE CITY OF YPSILANTI ORDAINS That Chapter 2, Article III, Division 3 of the Ypsilanti City Code be added with the following language:

Division 2. – Minimum Wage

Sec. 2-111. Definitions.

The following words, terms and phrases when used in this Division shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

City means the City of Ypsilanti, its political subdivisions, agencies, and instrumentalities. An individual shall be considered an employee of the City under this Division if employment of the individual is processed through the City personnel department.

Contractor means an individual or any type of entity which enters into a contract with the City to perform works or services, whether a general contractor (responsible for the entire performance) or a sub-contractor (responsible for some portion of performance).

Employee means an individual, including minors pursuant to the Youth Employment Standards Act (MCL 409.101 et seq.), employed by an employer on the premises of the employer or at a fixed site designated by the employer.

Employer means an individual, any type of entity (including the City), and a person acting in the interest of the such who employs two or more employees at any one time within a calendar year. An employer shall be subject to this Division during the remainder of that calendar year.

Employ means to engage, suffer, or permit to work.

Sec. 2-112. Minimum Wage required.

The City and Contractors shall not pay any employee at a rate less than prescribed Section 2-113.

Sec. 2-113. Minimum hourly wage rate.

Subject to the exceptions specified in this Division, the minimum hourly wage rate shall be the greater of:

(1) $10.10

(2) The living wage pursuant to Chapter 2, Article VI, Division 4 of this Code of Ordinances

(3) The rate established pursuant to the Minimum Wage Law of 1964, MCL 408.381 et seq.

(4) The rate established pursuant to Fair Labor Standards Act (29 U.S.C. §206)

Sec. 2-114. Training hourly wage rate.

The City or a Contractor may pay a new employee who is less than 20 years of age a training hourly wage rate of $5.80 for the first 90 days of that employee's employment. The hourly wage rate authorized under this Section is in lieu of the minimum hourly wage rate otherwise prescribed by this Division.

Sec. 2-115. Exemption.

(a) City Council may, after public hearing, grant a partial or complete exemption from the requirements of this Division if it finds:

(1) The application of this Division would violate any law; or

(2) The application of this Division would cause unreasonable economic harm to a non-profit organization exempt from federal taxation.

(b) This Division shall not be construed to conflict with, interfere with, or supersede any collective bargaining agreement.

Sec. 2-116. Enforcement.

(a) The City shall require as a condition of any contract entered into or renewed with a Contractor that:

(1) The minimum wage be paid according to this division;

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

(3) Evidence of compliance, including payroll records, be provided to the City personnel department within ten days of written request from the City.

(4) In the event of any violation of the provisions of this Division, the contract may be modified or terminated to comply with the provisions of this Division, including:

(i) The withholding of moneys in an amount equal to the minimum wages not paid in accordance with this Division; and

(ii) The City may also take action to recover the amount of any contract found to have violated this Division.

(b) Any employee shall have a separate cause of action to enforce the provisions of this Division and any rights conferred under this Division, in law or in equity. 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.

(c) The City shall have the right to enforce this Division in law or equity by court process, including specific performance.

(d) The City Manager shall prepare policy regulations for the implementation of this Division, form of notices, and other items as may be required to administer this Division.

Sec. 2-117. Review.

(a) The City Manager shall report to City Council on the effects of this Division annually.

(b) This Division shall be reviewed by City Council on or before March 1, 2015 and every two years thereafter.

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

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

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

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

6. **Publication and Effective Date.** The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published by printing the same in the Ypsilanti Courier. This Ordinance shall become effective after publication at the expiration of 30

days after adoption.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____ DAY OF _____, 2014.

_____
Frances McMullan, City Clerk

Attest

I do hereby confirm that the above Ordinance No. _____ was published in the Ypsilanti Courier on the _____ day of _____, 2014.

_____
Frances McMullan, 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 _____, 2014.

_____
Frances McMullan, City Clerk

Notice Published: ____March 19, 2014_____

First Reading: ___April 15, 2014_____

Second Reading: _____

Published: _____

Effective Date: _____

Resolution No. 2014-092
April 15, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the public hearing to consider "An ordinance to establish a minimum wage for employees of the City of Ypsilanti and those working under service contracts for the City of Ypsilanti", be officially closed.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

FRIENDS OF RUTHERFORD POOL
YPSILANTI, MICHIGAN

March 12, 2014

Subject: Minimum $10.10 per hour wage

Impact Report:

If the pool is required to adhere to the minimum wage ordinance paying a minimum wage of $10.10 there would be a significant financial impact.
The Friends of Rutherford Pool are in support of the concept that people should get paid a fair wage and we understand that there are both pros and cons for doing this. The points offered below should help illustrate the impact of intended action on the operation of the municipal pool.

The actual projected impact would be to increase the salary line item in the budget by $6,161.85. This represents about a 9% increase to wage expenses.

FoRP Board has carefully considered area compensation rates, as well as the revenue potential for the pool. In balancing our income potential with expenses, we have intentionally chosen compensation rates that are as high as our income and expenses will allow. Our salary rates are higher than most area pools, and higher than the current minimum wage. Most positions are already near or above the $10.10 wage under consideration. Of the 11 paid classifications, five are above or substantially above the $10.10 rate, four are at $10 and only two fall under the rate under consideration at $8 and $8.75.

Pool work is seasonal and as such has not traditionally been viewed as providing the sole income to support a family.

When the city of Ypsilanti last addressed the issue some years back and voted to adopt a living wage practice, they exempted seasonal workers.

Prices for the season have already been set and are in the process of being published. Prices have already been raised for this season and are competitive based on the amenities and character of the facility. In our opinion, additional increases would likely have a negative impact on a substantial part of our population's ability to access the pool.

Our recommendation would be that an exemption for seasonal workers be included in the ordinance language, and that seasonal workers be defined as required, but to include pool and other recreational employees.

Please feel free to contact us with any questions.
David Bates, drbates@me.com, 734 646 0527

Resolution No. 2014 – 93
April 15, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Minutes of April 1, 2014 be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

DRAFT

CITY OF YPSILANTI
COUNCIL MEETING MINUTES
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, April 1, 2014
7:00 P.M.

I. CALL TO ORDER –

The meeting was called to order at 7:07 p.m.

II. ROLL CALL –

Council Member Jefferson	Present	Council Member Robb	Present
Council Member Moeller (7:16)	Present	Council Member Vogt	Present
Council Member Murdock	Present	Mayor Schreiber	Present
Mayor Pro-Tem Richardson	Present		

Council Member Vogt moved, supported by Council Member Jefferson to excuse the absence of Council Member Moeller . On a voice vote, the motion carried.

III. INVOCATION –

The Mayor asked all to stand for a moment of silence.

IV. PLEDGE OF ALLEGIANCE –

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

V. INTRODUCTIONS –

Mayor Schreiber introduced Washtenaw County Commissioner Yousef Rahbi, Washtenaw County Commissioner Ronnie Peterson, Human Relations Chairman John Schuler, Human Relations Commissioner Jennifer Symanns, YCUA Executive Director Jeff Castro, Scott Westover, YCUA, Dwayne Harrington, YCUA, Tom Colis, Miller-Canfield, Kirk Profit, Lobbyist, Attorney Raymond Mullins, Assistant to City Manager Ericka Savage, City Attorney John Barr, Assistant City Attorney Dan DuChene and E.M.U. Students.

VI. AGENDA APPROVAL –

Mayor Schreiber requested that the Human Relations Annual Report be moved from 'Communications from the Mayor' to 'Presentations'.

On a voice vote, the motion carried and the agenda was approved as amended.

VII. PRESENTATIONS –

1. Legislative Update – Kirk Profit
2. Metro Act – Nathaneal Duffield
3. Human Relations Annual Report – Chair John Schuler ***(Added)***

ORDINANCES – FIRST READING -

Ordinance No. 1218

1. YCUA Big Four Pump Stations and HVAC WWTP Grit System SRF Bond Sale

A. Resolution No. 2014-80, determination.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the contract and authorizing notice for the "YCUA Big Four Pump Stations and HVAC WWTP Grit System SRF Bond Sale" be approved at First Reading.

OFFERED BY: Council Member Murdock
SUPPORTED BY: Council Member Vogt

Executive Director Jeff Castro gave a brief summary of the proposal.

B. Open public hearing.
There were no speakers.

C. Resolution No. 2014-81, close public hearing.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the public hearing to consider the "YCUA Big Four Pump Stations and HVAC WWTP Grit System SRF Bond Sale" be officially closed.

OFFERED BY: Council Member Murdock
SUPPORTED BY: Mayor Pro-Tem Richardson

On a voice vote, the motion carried and the public hearing was closed.

Council Member Robb asked the importance of this bond sale.

Mr. Colis stated the bonds are treated on a parity basis. There are limits of how much the city can incur for debt limits. The portion that the city owes, approximately 22% of the project, would be allocated towards the city's share of the full faith in credit. All of the city's debt is shared collectively on the bondholders. Revenue bonds have their own revenue stream to those bondholders. There are associated debt limits associated with each bond.

Council Member Murdock asked if the other pump stations were considered for any alternative energy possibilities as well.

Mr. Westover stated there were preliminary investigations into solar energy at the wastewater plant. Given the location, it is risky even at the wastewater plant. There wouldn't be much energy generation to justify that type of investment.

On roll call, the vote to approve Resolution No. 2014-080 was as follows:

Council Member Jefferson	Yes	Council Member Robb	Yes
Council Member Moeller	Yes	Council Member Vogt	Yes
Council Member Murdock	Yes	Mayor Schreiber	Yes
Mayor Pro-Tem Richardson	Yes		

VOTE:

Yes: 7 No: 0 Absent: 0 Vote: Carried

VIII. AUDIENCE PARTICIPATION –

1. Mert Hershberger, 952 Sherman, opposed the resolution regarding same sex marriage.
2. HRC Chair John Shuler, 316 E. Forest, stated the HRC drafted the resolution and supports its approval.
3. Kyle Sutherland, 480 Owendale St, stated businesses should get fined for snow removal.
4. Timothy King, 1573 Mollie, presented a proclamation on behalf of the Willow Run Tea Party for a memorial for the Willow Run Bomber Plant.
5. Raymond Mullins, 4447 Swiss Stone, announced his candidacy as a Congressman for the United States House of Representatives.
6. Judi Blaus, 2060 W. Michigan, opposed the resolution regarding same sex marriage.

IX. REMARKS BY THE MAYOR –

Mayor Schreiber thanked all those who participated in audience participation. He stated his support of the resolution regarding same sex marriage.

Council Member Moeller asked Mr. Lange why Ahmos restaurant hasn't been cited for garbage removal.

Council Member Vogt stated he would support the resolution regarding same sex marriage as well.

Mr. Lange responded that Code Enforcement Officer James Jackson took a picture of the garbage and it was cleaned up.

Council Member Moeller disagreed that it was cleaned up.

Mr. Lange stated he would follow up and check the site himself.

Council Member Vogt asked about the standard for garbage disposal for businesses.

Mr. Lange stated he would check with code enforcement on the protocol.

X. MINUTES –

Resolution No. 2014-82, approving the minutes of February 25 and March 18, 2014.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Minutes of February 25, and March 18, 2014 be approved.

OFFERED BY: Council Member Robb
SUPPORTED BY: Mayor Pro- Tem Richardson

On a voice vote, the motion carried and the minutes were approved.

XI. CONSENT AGENDA – Resolution No. 2014-83

1. Resolution No. 2014-84, approving grant agreement with the Michigan Department of State to receive HAVA (Help America Vote Act) grant funds to upgrade the Qualified Voter File (QVF) infrastructure.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Bureau of Elections, along with staff from the Department of Technology, Management and Budget (DTMB), will upgrade the QVF Replica Servers and move to the Microsoft Windows 7 operating system and new version of the Oracle database software; and

WHEREAS, Microsoft Windows XP is an older software version that will no longer be fully supported, so a move to newer versions of the software is required; and

WHEREAS, the State of Michigan will use HAVA funds, with no matching fund required, to upgrade the Qualified Voter System (QVF) infrastructure to meet the objectives of Michigan's HAVA State Plan.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the grant agreement between the State of Michigan and the City of Ypsilanti for the Qualified Voter File Upgrade Project and authorize the City Clerk to sign the agreement.

OFFERED BY: Council Member Moeller
SUPPORTED BY: Council Member Jefferson

2. Resolution No. 2014-85, changing the regular meeting of Tuesday, May 6 to Thursday, May 8, 2014.

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that because of the Special Election to be held on May 6, 2014, the City Council meeting scheduled for May 6 is hereby moved to May 8, 2014.

OFFERED BY: Council Member Moeller
SUPPORTED BY: Council Member Jefferson

3. Resolution No. 2014-86, approving the designation and relocation of Ward 2, Precinct 2-4 to Estabrook Elementary School, 1555 W. Cross St., for the May 6, 2014 Special Election.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti is always striving to improve efficiencies when conducting elections; and

WHEREAS, Ward 2, Precinct 2&4, was previously located in the Ypsilanti Middle School, 105 N. Mansfield, and due to the recent school

consolidation, Ypsilanti Middle School has closed and is no longer available as a polling location;

WHEREAS, On March 28, 2014, the Ypsilanti Election Commission, approved the consolidation of precincts for the May 6, 2014 Special Election and a change of location to allow Ward 2, Precinct 2&4 to be moved to Estabrook Elementary School, 1555 W. Cross St..

NOW THEREFORE BE IT RESOLVED THAT the Council of the City of Ypsilanti approves the designation and relocation of Ward 2, Precinct 2&4 to Estabrook Elementary School, 1555 W. Cross St., for the May 6, 2014 Special Election.

OFFERED BY: Council Member Moeller
SUPPORTED BY: Council Member Jefferson

4. Resolution No. 2014-87, approving allocations for park improvements.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti desires to maintain City parks and recreational facilities to safe and enjoyable conditions for visitors; and

WHEREAS, City staff evaluated Charles Street Tot Lot and Prospect Park and determined that certain improvements are necessary; and

WHEREAS, the cost to add new play swings, ground anchors, and fall base materials to Charles Street Tot lot is approximately $10,500; and

WHEREAS, the cost to upgrade two basketball posts from junior size to regulation size, install four new basketball hoops, and install four new basketball backboards in Prospect Park is approximately $5,000.

NOW THEREFORE BE IT RESOLVED that the City of Ypsilanti hereby allocates $15,500 in General Funds (101-7-7170-818-10) toward necessary improvements to the Charles Street Tot Lot and Prospect Park.

OFFERED BY: Council Member Moeller
SUPPORTED BY: Council Member Jefferson.

On a voice vote, the motion carried and the consent agenda was approved.

XII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2014-88, approving right-of-way telecommunications permit of Great Lakes Comnet, Inc.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas Great Lakes Comnet, Inc. has, on February 21, 2014 filed an application with the City of Ypsilanti applying for a Right of Way

Telecommunications Permit pursuant to the Metro Act, Act 48 of 2002; and

Whereas Great Lakes Comnet, Inc. has paid the required $500 application fee to the City; and

Whereas the application meets all the requirements of the said Metro Act.

NOW THEREFORE, the said Telecommunications Permit for Great Lakes, Comnet, Inc. is approved, and the Mayor and City Clerk are authorized to sign said permit, for and on behalf of the City of Ypsilanti.

OFFERED BY: Council Member Vogt
SUPPORTED BY: Council Member Jefferson

Council Member Robb asked if Great Lakes Comnet, Inc can have switches in the right-of-way throughout the city.

Mr. Barr gave a brief description of the resolution and the Metro Act. He stated the city doesn't have much discretion in the matter.

Council Member Robb asked if they could set requirements for the companies.

Mr. Barr stated due to the Metro Act the city may not set requirements.

Mayor Pro-Tem Richardson asked what benefit the city would have if the resolution was approved.

Mr. Barr stated the city would earn revenue from the fees and permits.

Mr. Lange stated the $50,000 from the Metro Act was funding ramps, electrical bills, and Prospect Road.

On roll call, the vote to approve Resolution No. 2014-088 was as follows:

Council Member Jefferson	Yes	Council Member Robb	Yes
Council Member Moeller	Yes	Council Member Vogt	Yes
Council Member Murdock	Yes	Mayor Schreiber	Yes
Mayor Pro-Tem Richardson	Yes		

VOTE:

Yes: 7 No: 0 Absent: 0 Vote: Carried

2. Resolution No. 2014-89, regarding same sex marriage.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS the City of Ypsilanti motto includes "diversity" as an integral identity of the City of Ypsilanti; and

WHEREAS, in 2004, Ypsilanti City Council enacted a nondiscrimination ordinance that is inclusive of sexual orientation, gender identity and expression; and

WHEREAS, in 2013, Ypsilanti City Council directed the city manager to extend benefits to same-sex partners of city employees; and

WHEREAS, the Michigan Department of Civil Rights' 2013 "Report on LGBT Inclusion under Michigan Law" documents that Michigan's non-inclusive climate continues to precipitate significant negative consequences for local economies; and

WHEREAS, that the aforementioned report indicates that young, educated professionals indicate a lack of LGBT inclusion as a factor in their decision to outwardly migrate from the State of Michigan; and

WHEREAS, continuation of the appeals process by Michigan Attorney General Bill Schuette – as directed by Governor Rick Snyder – will continue to cost Ypsilanti and Michigan taxpayers an indeterminate amount of money.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council supports the ruling of Judge Bernard Friedman as it pertains to the legal right of same-sex couples to marry and jointly adopt children in the State of Michigan.

BE IT FURTHER RESOLVED THAT Ypsilanti City Council urges Governor Snyder and Attorney General Schuette to withdraw its appeal of this decision from the Sixth Circuit Court of Appeals.

BE IT FURTHER RESOLVED THAT the Ypsilanti City Council directs the Office of the City Clerk to forward this resolution in its entirety to the offices of the Honorable Rick Snyder and the Honorable Bill Schuette.

OFFERED BY: Council Member Jefferson
SUPPORTED BY: Council Member Vogt

Mayor Pro-Tem Richardson stated she will be voting no on the resolution due to feedback from the citizens. She believed it should go through the judicial cycle.

Council Member Robb stated he will be voting yes on the resolution.

Council Member Murdock stated he will be voting yes on the resolution as well and said it is normal protocol for supporting policies.

Mayor Schreiber stated he would be voting yes on the resolution and said he is strongly in favor of it.

On roll call, the vote to approve Resolution No. 2014-089 was as follows:

Council Member Jefferson	Yes	Council Member Robb	Yes
Council Member Moeller	Yes	Council Member Vogt	Yes
Council Member Murdock	Yes	Mayor Schreiber	Yes
Mayor Pro-Tem Richardson	No		

VOTE:

Yes: 6 No: 1 (Richardson) Absent: 0 Vote: Carried

XIII. LIASON REPORTS –

A. SEMCOG Update
   Mayor Pro-Tem Richardson stated she attended the General Assembly meeting. She requested a proclamation for Paul Taits retirement.
B. Washtenaw Area Transportation Study
C. Washtenaw Metro Alliance
D. Urban County
   Mayor Schreiber stated they are conducting a five year update.
E. Freight House

XIV. COUNCIL PROPOSED BUSINESS –

Richardson

- Reported she received a letter from Mr. Beal about a house at 416 or 418 S. Washington. She sent an email to Mr. Lange and Chief DeGiusti for an investigation to be conducted to see if it violated the nuisance ordinance.

Murdock

- Stated multiple businesses get busy over the weekend and their garbage piles up excessively, but the city needs to assists in solving the problem.

- Stated they are planning to clean up trash near the DDA areas on Saturday, April 12th and Sunday, April 13th. Invited others to attend.

Robb

- Requested that Code Enforcement be sent out to issue tickets about garbage disposals.

- Stated he will not be attending the next City Council meeting. He will in China.

- Stated he spoke to Mr. Duchene regarding empty buildings.

Moeller

- Asked about communication with Mr. Lange because he hasn't been responding promptly.

Mr. Lange reassured Ms. Moeller that she is contacting him correctly and said if he is busy Nan or Ericka will respond.

Council Member Robb suggested that the Action & Request Center be utilized more because it is the best way for accountability.

Ms. Savage stated that it is very useful and city employees check them frequently.

Mr. Lange stated it is a good tracking method.

Council Member Murdock commented that there are no details or feedback on the tickets submitted to let you know when and how the issue was resolved.

Ms. Savage stated the report doesn't show what occurred.

Vogt

- Stated he sends emails to Mr. Lange regarding complaints and usually gets a response.
- Reported he received an inquiry about the street cleaning schedule

Jefferson

- Stated that the Michigan Ave road diet is very dangerous and needs to be fixed.

XV. COMMUNICATIONS FROM THE MAYOR –

~~Human Relations Annual Report~~ ***(Moved)***

Nominations:

Parks and Recreation Commission

Linda Horne (new appointment)
205 Oak Street
Ypsilanti, MI 48198
Term Expires: 11/1/2015

XVI. COMMUNICATIONS FROM THE CITY MANAGER –

- Stated the Council Information Letter was sent out.
- Stated he attended the SEMCOG reception with Mayor Pro-Tem Richardson.
- Stated he spoke to the safety engineer with the Washtenaw County Road Commission regarding the road diet. Hopes to have information available at next city council meeting.
- Stated the bridge on Prospect Road will be done this year and a safety upgrade grant was awarded to the city.
- Stated they chose speed humps with caps and will be ordered shortly. They will be removed during winter and they can be used in other places as well.
- Stated 12 sections of roads were due for road maintenance. He may pull some money for the Major Streets Line.
- Stated he has been working on the Capital Budget projects.
- Stated the 690 streetlights should be installed this spring.
- Stated they will be submitting a trash bid soon.
- Stated if anyone is attending the event in Ann Arbor that he is willing to carpool.
- Stated the border to border trail is moving in the right direction.
- Stated he had a call on the city's bond rating.

Council Member Murdock stated he sent Mr. Lange an email regarding the street crossing on Miles Street and Prospect Road and hasn't received a response..

Mayor Pro-Tem Richardson recommended that Council and the public send pictures of Prospect Road to Lansing.

Council Member Jefferson stated he was contacted by a contractor regarding paperwork he submitted to the city.

XVII. AUDIENCE PARTICIPATION –

1. Amanda Edmonds mentioned that Council should keep the safety of the citizens in mind when making decisions regarding the road diet because a lot of her employees travel by bike.

2. Judi Blaus, 2060 W. Michigan, stated she opposed the passing of the resolution regarding the same sex marriage.

3. Timothy King, 1573 Mollie, suggested the Mayor join the Steering Committee to gain funding from the state.

4. City Attorney John Barr, 1200 Whittier, stated the Ypsilanti Library Board is supporting the additional funding to the AAATA. The local libraries are honoring Library weekend with guest speakers. He also mentioned the fundraiser at Emmanuel Lutheran Church.

5. Jennifer Symanns, thanked the Council for supporting the resolution regarding same sex marriage.

6. Mert Hershberger, 952 Sherman, stated he opposed the passing of the resolution regarding same sex marriage.

7. HRC Chair John Schuler stated he would like for Council to honor Mary Louis Foley for her service.

XVIII. REMARKS FROM THE MAYOR -

Mayor Schreiber thanked those for participating in audience participation.

XIX. ADJOURNMENT -

Resolution No. 2014-90, adjourning the City Council meeting.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or two (2) members of Council.

OFFERED BY: Council Member Jefferson
SUPPORTED BY: Council Member Vogt

On a voice vote, the motion carried and the meeting adjourned at 9:37 p.m.

Resolution No. 2014 – 94
April 15, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2014-95 approving appointment to Boards and Commissions.

2. Resolution No. 2014-96, supporting TAP Grant application.

3. Resolution No. 2014-97, approving Speed Control policy.

4. Resolution No. 2014-98, approving YCUA Big Four Pump Stations and HVAC WWTP Grit System SRF Bond Sale – *Ordinance No. 1218* ***(Second Reading)***.

5. Resolution No. 2014-99, approving Michigan Department of Transportation (MDOT) contract for Prospect Road Rehabilitation Project.

OFFERED BY:_____

SUPPORTED BY:_____

YES: NO: ABSENT: VOTE:

Resolution No. 2014 –95
April 15, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

NAME	BOARD	TERM EXPIRATION
Linda Horne (new appointment) 205 Oak Street Ypsilanti, MI 48198	Parks and Recreation Commission	11/1/2015

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Statement from Linda Horne:

I am submitting this letter as an indication of my interest to serve on the Ypsilanti Parks and Recreation Commission. As a resident of the Third Ward, I have participated in several events such as, Ypsi Pride Day and Friends of Prospect Park over the years to help improve the parks. Having served on the Ypsilanti 2020 Task Force, I understand the role parks play in the development of the City of Ypsilanti. I think my experience as a former school board member will help the commission handle limited resources, partnerships and future planning.

My personal interest in the Commission is to help raise visibility and volunteerism from residents and to help implement many of the objectives laid out in the Master Plan.

Please let me know if there is anything else you need.

Thanks and have a great day.

Linda Horne

REQUEST FOR LEGISLATION
April 15, 2014

From: Teresa Gillotti, Director of Community and Economic Development

Subject: Transportation Alternatives Grant – application background

---

Background

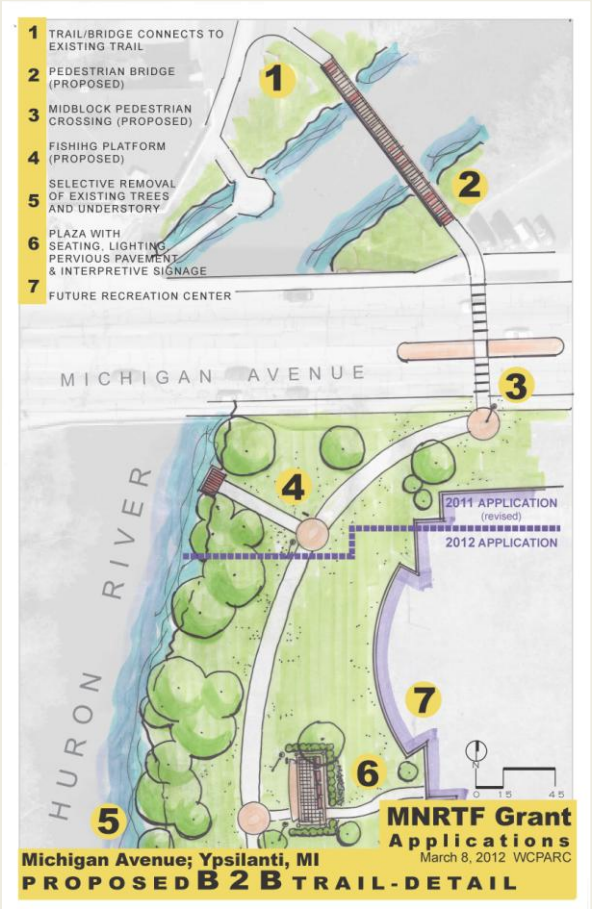
MDOT merged several of their previous programs dedicated to non-motorized improvements into a new Transportations Alternatives Program grant. These competitive grants are administrated through MDOT and SEMCOG. The program is focused on providing pedestrian and bicycling including pedestrian and bicycle infrastructure and safety programs, historic preservation and rehabilitation of transportation facilities, environmental mitigation activities, and safe routes to school programs. The match for the programs is 80/20.
http://smcg.informz.net/InformzDataService/OnlineVersion/Public?mailingInstanceId=3766792

Originally, staff was looking to pursue funding for road diets on Huron, Hamilton and portions of Washtenaw based on presentations to council after the state speed study and increase in speed limits along those roads about 2 years ago. However, MDOT is requiring additional analysis prior to submission for the grant. The analysis would include turning movements to address any potential impacts on side streets. Staff got an estimate from the county road commission for $7,500. However, as the estimate was not obtained until late March, there was not enough time to proceed for this application period. However, this could be analyzed and submitted as part of a 2015 application process.

Current Proposal

Staff is recommending a TAP grant application for a 2 part project to build two links of the Border to Border Trail:

1- The Michigan Avenue mid-block pedestrian crossing on Michigan Avenue
2- Non-motorized network gap completions from the trailhead at S. Grove Rd. south including trail, bike lanes, intersection signal and ADA ramp improvements, and sidewalks



2011 Natural Resources Trust Fund Grant application #3 is currently not funded and is being proposed for a 2014 TAP Grant application

The Michigan Avenue mid-block crossing has been presented to council previously, but funding was yet to be secured. The need for connections south on Grove Road have been brought up by councilmembers related to both Border to Border trail connections, but also in thinking through non-motorized connections for future Prospect Road improvements. With that in mind, staff is recommending a TAP grant application for the mid-block crossing connecting the Heritage Bridge grant project and the River's Edge Linear Park along the river on the Water Street Redevelopment Area. The other link would be to provide sidewalk and bicycle connections further south along Grove to finish the Border to Border trail connection to North Bay Park.

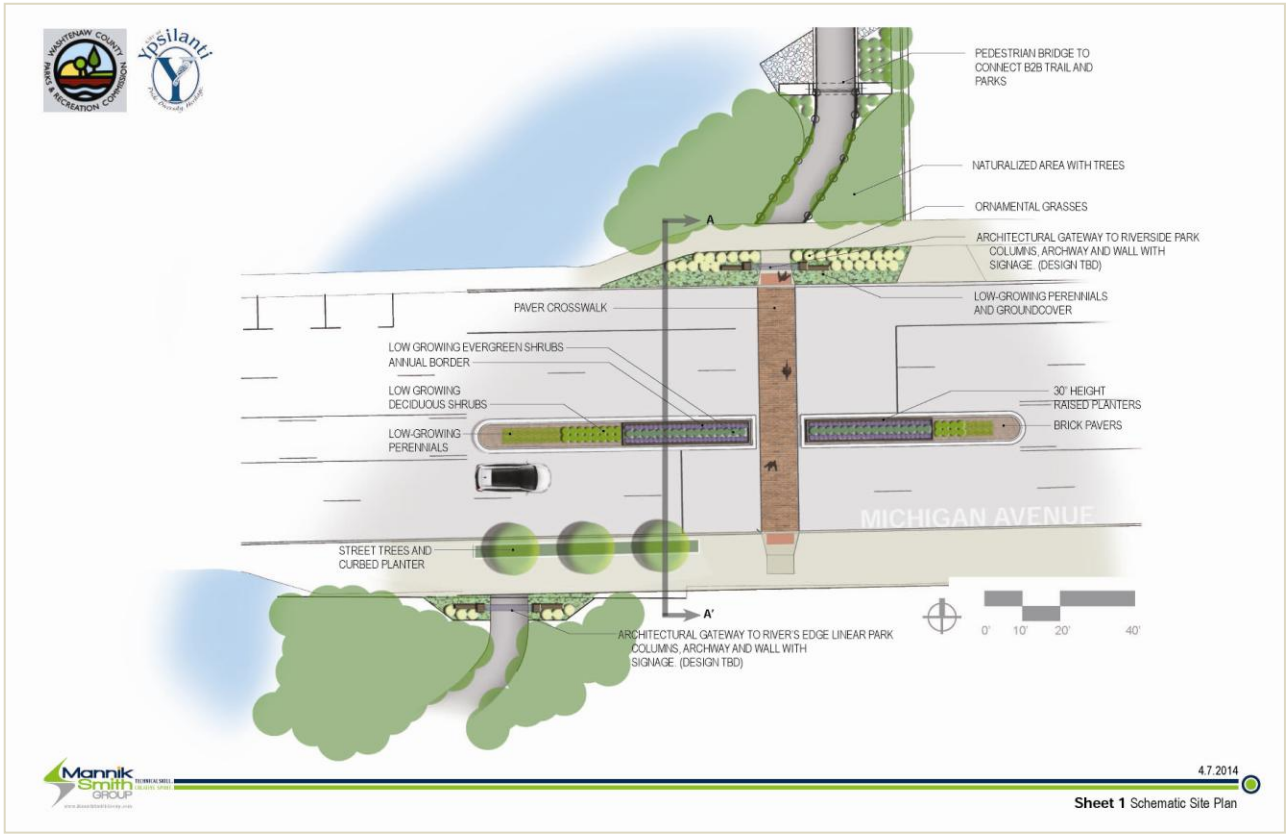
As a reminder – the here's the current plan for the Border to Border trail connection from Riverside Park to the Water Street Redevelopment Area that is part of the City's 2011 Natural Resources Trust Fund Grant, The 2012 Natural Resources trust fund grant will fund the trail/linear park and including a fishing pier and connection to Grove Road.

2012 Natural Resources Trust Fund Grant application

Part I – Michigan Avenue midblock crossing

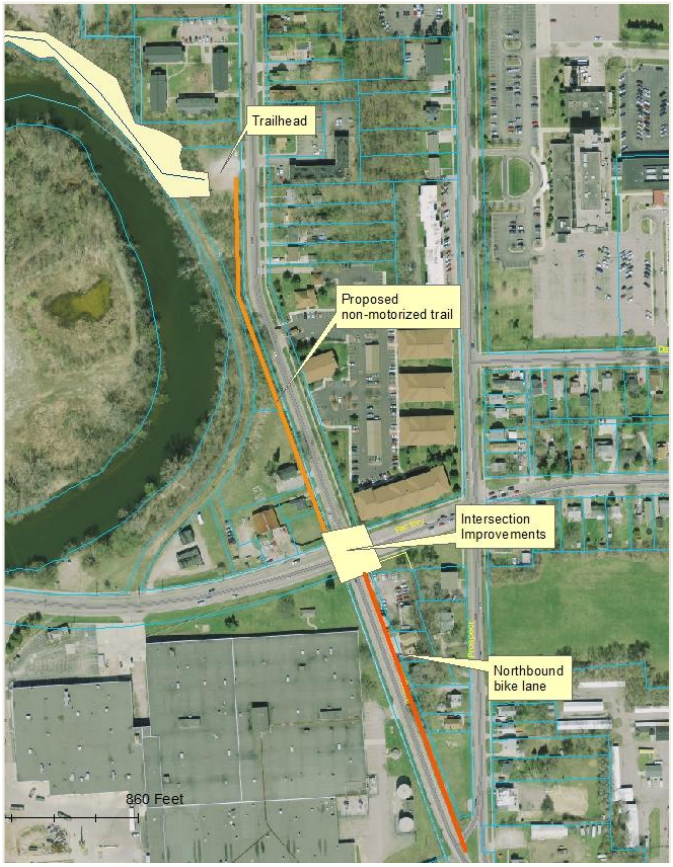
As part of the work on the NRTF grant projects, Mannik and Smith, engineer contracted through WCPARC, has put together a design concept for the midblock crossing. Estimates will be available as part of Tuesday's presentation, but the basic concept is below:

It shows the bridge landing to the north, some landscaping improvements and the potential for a gateway entry on the north and south. The island extends on both sides, and takes up the left-hand turn lane, similar to what is in place on Michigan Avenue from the east. Estimates for Part 1 will be provided at the Tues. April 15 council meeting.



Part II – Grove Road Border 2 Border Connections

The "trail head" for the new border to border trail segment is on S. Grove Street as shown below. Current conditions include a bike lane going south on Grove Street to North Bay Park in Ypsilanti township. However, north-bound bicycle lanes are incomplete, and sidewalks stop north of the Grove Street Bridge over I-94.

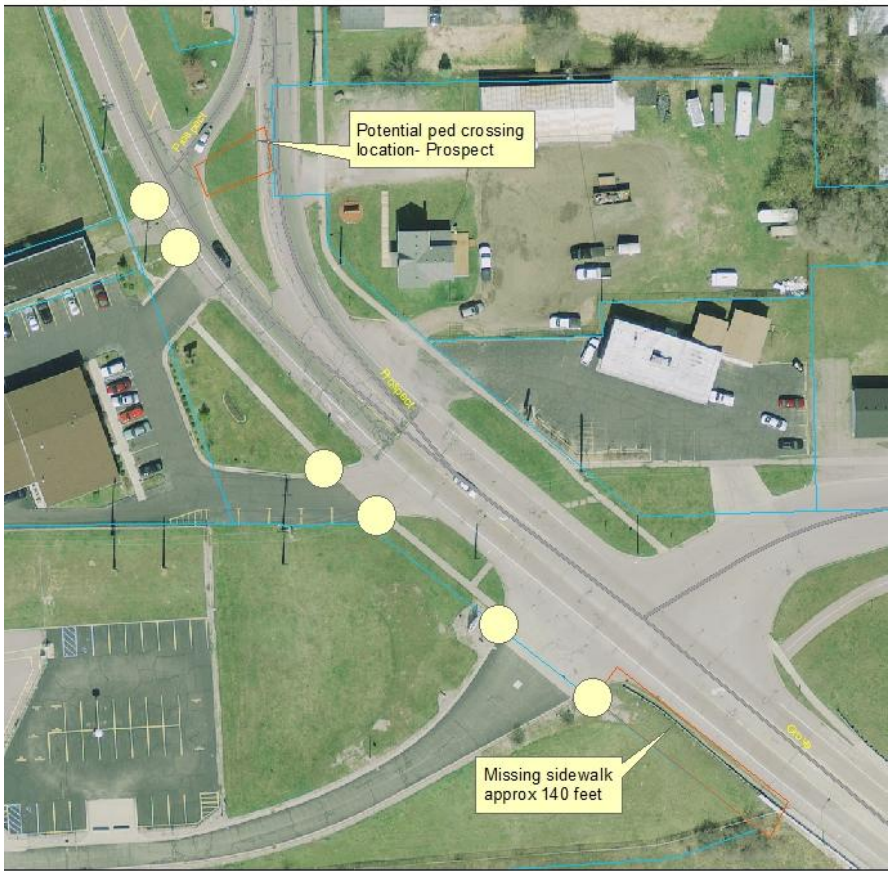


Prospect Street has a north-bound bike lane, but the lane ends at the point that Grove and Prospect Street join at the tip of Haab Brothers Memorial Park.

To address some of the issues related to lack of bicycle facilities on Prospect, this concept includes a non-motorized trail segment on the west side of S. Grove from the trail head to Spring Street. Signal improvements and ADA ramps are proposed at the Grove/Spring intersection. South of Spring Street, the street is one-way going south. A second north-bound bike trail is proposed in addition to the existing south-bound bike lane.

South of the tip of Haab brother's memorial park, ADA ramp improvements are proposed on the West side of Grove. A pedestrian/bike link across the grassy median south of the park is proposed to be included in the Prospect Road project.

Sidewalk improvements are proposed in a gap area before the bridge.



Circles represent ADA ramp improvements

Estimates and match
Staff is currently working to finalize budget estimates, and will present that with match estimates and any potential alternatives to the Tuesday April 15, 2015 meeting.

RECOMMENDED ACTION: Approval

Attachments: Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

Resolution No. 2014-096
April 15, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Ypsilanti City Council is working with Washtenaw County Parks and Recreation on completing segments of the county-wide Border 2 Border trail; and

WHEREAS, Ypsilanti has received two Natural Resources Trust Fund grants to complete segments of the Border to Border trail including the Heritage Bridge Project linking Riverside Park to Michigan Avenue and The Rivers' Edge Linear Park and trail which traverses the extent of the Water Street Redevelopment Area ending on South Grove Street; and

WHEREAS, on-street connections are needed for pedestrians and bicyclists first on Michigan Avenue, and later on S. Grove street connecting to North Bay Park; and

WHEREAS, completion of these two connections in conjunction with the larger Border 2 Border trail work this year will meet goals in the City's Master Plan, Non-Motorized Transportation Plan and Parks and Recreation Plan;

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council approves the 2014 TAP Grant application for the Michigan Avenue mid-block crossing and S. Grove Street connection; and

MAY IT FURTHER BE RESOLVED THAT the Ypsilanti City Council pledges $50,000 in match to the project along with funding partners.

OFFERED BY:_____

SUPPORTED BY:_____

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION
April 15, 2014

From: Teresa Gillotti, Director of Community and Economic Development

Subject: Speed Control Policy

Background
City Council received a presentation on a proposed speed control policy in November 14, 2013. At the time city council was interested in making sure the policy would work based on citizen requests. In the interim, City Council approved temporary speed bumps as part of the upcoming Prospect Road construction project in February of 2014.

Update
The revised policy includes more detail on the steps for requesting, qualifications required for reaching the threshold, and consideration of the use of temporary speed bumps in some circumstances. The policy also clarifies the process for approval, with the Traffic Review Committee making the recommendation to the City Manager. The City Manager, in the role of Chief Engineer, can make the final decision or bring the item to City Council for a decision.

RECOMMENDED ACTION: Approval

Attachments: Resolution
Speed Control Policy and Process
Background memo on Speed controls

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

Resolution No. 2014-097
April 15, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Ypsilanti City Council requested staff develop a policy for managing citizen requests for speed control devices such as speed humps; and

WHEREAS, City Council has reviewed policy recommendations in November 2013 and again on April 15, 2014,

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council approves the attached speed control policy and process and implement it effective immediately.

OFFERED BY:_____

SUPPORTED BY:_____

YES: NO: ABSENT: VOTE:

City of Ypsilanti

Community & Economic Development Department

Policy & process for speed bumps and other resident requested speed control devices – April 15, 2014

City Council has requested a policy for managing both resident requests and appropriate road treatments to address speed control requests in residential neighborhoods in Ypsilanti. A companion document provides information on road types, causes of speeding and appropriate treatments. Below is a summary of the main considerations in the policy followed by a proposed process for receiving, reviewing, and acting on the citizens' requests.

- Speed controls discussed should be applied to local streets only
- Controls under consideration include speed humps, bumpouts, traffic circles and street trees. This is separate from signage, whether informational or traffic control signage.

Applications:

- Speed controls should not be applied in the case of traffic diversion based on temporary, non-reoccurring events and generators
- Speed controls should not be applied if a permanent solution (to what is causing cut-through traffic) will be applied within the next 5 years
- Temporary measures are intended for short term applications and/or low traffic areas such as parking lots, loading zones and drive-thrus. They are not recommended for application within the city unless special conditions are present (see below).

Recommended process for requesting, reviewing, and implementing speed controls

- Resident request - petition by 60% or more of the residents of a minimal contiguous area of two blocks, three block faces or equivalent area or distance (similar to RPP process)
  - ☐ To the extent possible, residents should provide as much information as possible as to:
    - Segments of street where speeding usually occurs
    - If speeding is issue on other nearby streets
    - Where conflicts between vehicles and pedestrians are likely
    - Other concerns whether it be issues around timing of speeding, other potential hazards, options to be considered
  - ☐ Staff may want to attend a neighborhood meeting or meet with residents in the area in question to gain a clearer understanding of potential concerns

- Traffic Review Committee (TRC) determines if the roadway is eligible:
  - ☐ Local Street
  - ☐ Speed limit of 25 mph or less
  - ☐ Traffic count of less than 5,000 (may require counts conducted by DPS)

- Traffic study performed by Police Department and presented to TRC
  - ☐ Eligible if 15% or more of the motorists are travelling at least 5 mph above speed limit.

- ☐ Crash history review conducted by police and/or planning staff

- Analysis of other factors:
  - ☐ Neighboring road conditions: if the decay of nearby streets are causing cut-through traffic, are those streets in the five-year TIP? If so, likely more cost-effective and efficient way is to wait to repair the streets.
  - ☐ Traffic generation: if a new business or other trip generator is causing an increase in traffic flow or speed, work with the traffic generator to educate motorists & reduce overall traffic (Bus route improvement, nonmotorized/sidewalk improvements, etc)
  - ☐ If street is on a bus route or school bus route, request input prior to making a final recommendation.
  - ☐ If the street is on an emergency snow removal route, special consideration must be given to snow removal issues, including snow storage.

- Determine appropriate treatment
  - ☐ Utilize background data memo to review options and determine which is most appropriate to achieve speed reduction goal

- Funding sources determined: potential sources of funding include general fund dollars, Act 51 dollars; neighborhood associations, special assessment, or a combination of these funding sources. Consideration given to ADT during funding discussion.

- Formulation of recommendation by municipality
  - ☐ TRC representative to stay in contact with applicants' representative during process
  - ☐ TRC provides recommendation to City Manager – City Manager may present decision and/or funding to City Council if necessary.
  - ☐ If treatments to be installed, DPS follows their standard notification policy (neighborhood groups, fliering) if construction to follow.
- Execute the work to be done, if any.

Note:
Consideration of temporary speed bumps as part of a recommendation. As noted above, temporary speed humps are not generally recommended nor are they in regular municipal use in the area. However, limited summer-season usage in response to temporary traffic issues, such as issues where the primary assumed cause is scheduled to be addressed within five years, may be warranted in some limited cases. The Dwight, Stanley, Hemphill neighborhood will have the first installation of temporary bumps, and evaluation of their usage and durability, will be essential to provide a more clear recommendation on their use for the future.

City of Ypsilanti

Community & Economic Development Department

Memo: Background for proposed policy for speed bumps and other resident-requested speed control devices

---

There has been a recent increase in resident interest in controlling vehicle speeds on residential streets within the City. The City does not currently have a policy regarding installation of permanent or temporary speed control measures; the City Manager has requested that the Traffic Review Committee develop one. This memo contains information about best practices, current practices in neighboring communities, and recommended standards for Ypsilanti.

Road Types

There are many types of roads that run through residential areas in the City. Other municipalities limit their citizen-initiated speed control programs to local streets that have a speed limit (either posted or prima facie) of 25mph, residential uses on both sides for at least one full block, and a low average daily traffic volume, generally between 500 and 5,000 vehicles per day. These roads primarily serve local traffic, but may see temporary increases in usage as cut-through streets when issues arise on preferable routes, such as disrepair, construction, or congestion. This classification includes but is not limited to roads like Pearl (west of Summit), Mansfield (north of Washtenaw), Olive, Dwight, Towner, Tyler, Monroe, and Second.

Causes of Speeding

Depending on the cause of the speeding, different methods may be appropriate to abate it. People who are cutting through to avoid poor road conditions on a primary route will likely return to the primary route once those conditions are fixed, but if speed controls were to be placed on the subject route, would likely divert to another cut-through, causing the same problems on that road. The cost of repairing the "problem" road, although generally more expensive than other speed controls or series of speed controls, will resolve the issue more quickly and effectively than any number of other speed controls. People cutting through to avoid temporary, non-recurring events such as construction will likely return to their primary route once it's complete; however, for the duration of the construction, an increase in enforcement during peak traffic will likely make cut-throughs unappealing and slightly less popular. In cases where cut-through traffic is not prompted by temporary issues, however, methods to alleviate these chronic traffic issues should be explored. Context should be considered as well; if traffic is being generated from areas within a mile and have destinations similarly nearby, improvements to driver education, transit, carpooling, biking, or walking infrastructure should be considered in the longer-term.

Types of Controls

Citizens may request many types of interventions. Generally speaking, signage is ineffective at best for speed control, stop signs are generally not warranted, and enforcement is impractical in the long term. Speed humps, raised intersections, bump-outs, and traffic circles all have pros and cons. Speed humps are relatively cheap, but if spaced too far apart, are ineffective and noisy; they also have the greatest impact on emergency response times. Raised intersections and crosswalks function similarly to speed humps, but interfere less with emergency vehicle

responses; however, they are also much more expensive and require proper engineering and attention to ADA issues. Bump-outs interfere the least with snowplow and emergency vehicle travel, but also require engineering and are less effective than raised intersections or speed humps. Traffic circles are very effective at slowing traffic and reducing intersection crashes, but if not designed well, can interfere with the movement of longer-wheelbase vehicles, including school buses and fire trucks. All of these controls also have the potential to interfere with surface flow of stormwater, and due consideration to their placement should be given to minimize or mitigate that interference; note also that if there are not any (or many) trees present on a street, installation of street trees has been shown to improve the efficacy. Ann Arbor, Washtenaw County Road Commission, and Lansing use all of these types of speed controls.

Temporary speed humps have been discussed as an option for speed control in certain neighborhoods throughout the City. Generally speaking, temporary speed humps are designed for use in parking lots, loading zones, or drive-throughs; areas that have low traffic volumes. Case studies available through Institute of Traffic Engineers mention concerns with durability due to use and temperature changes, damage to vehicles due to failure, very quick wearing of reflective striping (tapes or paint) on the surface of the humps, and damage to the roadway surface. These are not generally recommended nor are they in regular municipal use in the area. However, limited summer-season usage in response to temporary traffic issues, such as issues where the primary assumed cause is scheduled to be addressed within five years, may be warranted in some limited cases.

Process

Each municipality has its own unique process for installing speed control devices, but all have several steps in common. Taking those common steps and applying them here, this is what our process could look like:

- Resident request (petition by the majority of the residents in a block, similar to RPP process)
- Municipality determines if the roadway is eligible:
  - Local Street
  - Speed limit of 25mph or less
  - Traffic count of less than 5,000
- Traffic study performed by municipality
  - Eligible if 15% or more of the motorists are travelling at least 5mph above speed limit.
  - Crash history review
- Analysis of other factors:
  - Neighboring road conditions: if the decay of nearby streets are causing cut-through traffic, are those streets in the five-year TIP? If so, generally more cost-effective to wait to repair the streets.
  - Traffic generation: if a new business or other trip generator is causing an increase in traffic flow or speed, work with the traffic generator to educate motorists & reduce overall traffic (AAATA route improvement, nonmotorized/sidewalk improvements, etc)
  - If street is on an AAATA bus route or school bus route, those stakeholders will have input into any decision.
  - If the street is on an emergency snow removal route, special consideration must be given to snow removal issues, including snow storage.
- Determine appropriate treatment
- Funding sources determined: potential sources of funding include general fund dollars, Act 51 dollars; donations from neighborhood associations, a special assessment, or a

combination of these funding sources. Consideration given to ADT during funding discussion.

- Formulation of recommendation by municipality
  - Results of the City's findings sent (via postcard) to residents of the block/area, with anticipated construction date, if any
- Execute the work to be done, if any.

References

These are recommendations based on the Institute for Transportation Engineers' case studies and traffic calming factsheets; the US Traffic Calming Manual; and other Michigan communities' practices. More detailed background information can be found in a separate memo.

YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: (734) 484-4600
FAX: (734) 484-3369
WEBSITE: www.ycua.org

March 7, 2014

VIA EMAIL and USPS

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

CHARTER TOWNSHIP of YPSILANTI
Board of Trustees
7200 South Huron Street
Ypsilanti, MI 48198

Re: **YCUA Big Four Pump Stations and HVAC WWTP Grit System SRF Bond Sale**

Dear City Council Members and Township Trustees:

This document is to provide background for the proposed Big Four Pump Stations and HVAC WWTP Grit System Improvements projects in the City of Ypsilanti and Charter Township of Ypsilanti.

Improvements to the heating and ventilation systems are proposed for each of the Big Four wastewater pump stations in the Authority system. The Big Four pump stations are Factory Street in the City of Ypsilanti and Willow Run, Martz Road, and Snow Road in the Charter Township of Ypsilanti.

The primary components of the heating and ventilating systems at these pump stations are air handlers, unit heaters, an exhaust fan, a boiler and related piping. Almost all of the heating and ventilation systems components are original equipment that has been in operation since the pump stations were completed during 1982. More energy-efficient options are now available to replace the existing equipment, which has exceeded its collective design life.

The total project cost is estimated at $1,900,000 and is eligible for funding through the State Revolving Fund (SRF) loan program administered by the Michigan Department of Environmental Quality (MDEQ).

Improvements to the grit handling system at the Authority wastewater treatment plant (WWTP) are proposed to provide greater flexibility and reliability in the operation of the facility.

The proposed work will improve the existing grit processing equipment at the wastewater treatment plant (WWTP) headworks to provide greater flexibility in the operation of the system. The various components of this system include degritting mechanisms in the grit tanks, grit pumps, cyclone separators, grit classifiers and grit conveyors, piping and appurtenances. In addition, the improvements will include repairs to deteriorated concrete surfaces in the grit effluent channel. Improvements to the concrete surfaces in the grit effluent channel will include the removal of deteriorated, unsound and spalled

concrete, patching and application of special coatings. The repairs to the concrete are necessary to restore the structural integrity of the channel and maintain an uninterrupted operation of the grit collection system of the WWTP.

The total project cost is estimated at $2,430,000 and is eligible for funding through the State Revolving Fund (SRF) loan program administered by the Michigan Department of Environmental Quality (MDEQ).

The SRF program is a low-interest loan. For these two projects combined, the 2.5% interest loan through the SRF program will save approximately $56,000 per year on bond payments compared to a similar bond issue on the open market. This is based on the project cost being paid back over a period of 20 years with the current open market bond interest rate of 4.5%.

If you have any questions please contact me.

Sincerely,

JEFF CASTRO, Director
Ypsilanti Community Utilities Authority

JC/kks
cc: Ms. Brenda Stumbo
Ms. Karen Lovejoy Roe
Mr. Larry J. Doe
Ms. Nancy Wyrybkowski
Mr. Ralph Lange
Ms. Frances McMullan
Ms. Marilou Uy
Mr. Paul Stauder
Mr. Tom Colis
Ms. Cassie Hare
Ms. Sylvia Dimov
Mr. Thomas E. Daniels
Mr. Dwayne Harrigan
Ms. Venita Terry
Mr. Scott D. Westover

RESOLUTION APPROVING CONTRACT
AND AUTHORIZING NOTICE

City of Ypsilanti
County of Washtenaw, State of Michigan

Minutes of a regular meeting of the City Council (the "Governing Body") of the City of Ypsilanti, County of Washtenaw, State of Michigan (the "City"), held on the 1st day of April, 2014, at 7:00 o'clock p.m., prevailing Eastern Time.

PRESENT: Members: _____

_____

ABSENT: Members: _____

The following preamble and resolutions were offered by Member _____ and supported by Member _____:

WHEREAS, it is necessary to acquire and construct certain wastewater system improvements, consisting of 1) replacement of the existing heating and ventilating systems at the four main pump stations of the Ypsilanti Community Utilities Authority (YCUA) wastewater collection system; 2) improvements to the grit handling system at the headwords of the Wastewater Treatment Plant, including improving the grit processing equipment to provide greater flexibility in the operation of the system; and 3) all necessary appurtenances and attachments thereto (the "Project"), to serve the City and the Charter Township of Ypsilanti (the "Township"); and

WHEREAS, a contract (the "Contract") has been prepared among the City, the Township and the Ypsilanti Community Utilities Authority (the "Authority") whereby the Authority will issue its bonds (the "Bonds") on behalf of the City and the Township to provide for the financing of costs of the Project; and

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

WHEREAS, this Governing Body has carefully reviewed the Contract and finds that it provides the best means for accomplishing the Project and for providing the needed services.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The Contract is hereby approved and the Mayor and the City Clerk of the City are hereby authorized and directed to execute and deliver the Contract for and on behalf of the City; provided, however, that Contract shall not become effective until the expiration of forty-five (45) days after the publication of the attached notice as a display advertisement of at least ¼ page in size in the ***Ypsilanti Courier***, a newspaper of general circulation within the City, which manner of publication is deemed by the Governing Body to be the most effective manner of informing the taxpayers and electors of the City of the details of the proposed Contract and the rights of referendum thereunder.

2. The City Clerk is directed to publish the attached notice in the newspaper above designated as soon as possible after the adoption hereof.

3. All resolutions and parts of resolutions in conflict with this resolution be, and the same hereby are repealed.

AYES: Members: _____

_____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

_____
City Clerk

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on April 1, 2014, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

_____

City Clerk

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

NOTICE OF INTENT TO EXECUTE
TAX-SUPPORTED CONTRACT AND OF RIGHT TO
PETITION FOR REFERENDUM THEREON

TO THE TAXPAYERS AND ELECTORS OF
THE CITY OF YPSILANTI,
WASHTENAW COUNTY, MICHIGAN:

PLEASE TAKE NOTICE, the City of Ypsilanti (the "City") has approved by resolution the execution of a contract (the "Contract") with the Ypsilanti Community Utilities Authority (the "Authority") and the Charter Township of Ypsilanti (the "Township") pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which Contract provides, among other things, that the Authority will acquire, construct and install certain wastewater improvements, consisting of improvements to the grit handling system at the headworks of the Wastewater Treatment Plant, replacement of the existing heating and ventilating systems at the four main pump stations of the Authority wastewater collection system, together with all necessary appurtenances and attachments thereto to service the City and the Township and will issue its bonds in the principal amount not to exceed $5,000,000 to finance the cost of the acquisition and construction of such wastewater improvements for the City and the Township AND THE CITY WILL PAY TO THE AUTHORITY PURSUANT TO THE CONTRACT THE SUMS NECESSARY TO RETIRE ITS PERCENTAGE SHARE OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

CITY'S CONTRACT OBLIGATIONS

It is presently contemplated that the bonds will be in the principal amount of not to exceed $5,000,000, of which the City's "Local Unit Share" (as that term is defined in the Contract and is based on the City's annual usage of the wastewater system) is initially 22.19%, subject to adjustment annually, will mature serially over a period of not to exceed twenty-five (25) years, and will bear interest at the rate or rates to be determined at the time of sale to the Michigan Finance Authority but in no event to exceed two and one-half percent (2.5%) per annum on the balance of the bonds from time to time remaining unpaid. The Contract includes the City's pledge of its limited tax full faith and credit for the prompt and timely payment of the City's obligations as expressed in the Contract. THE CITY WILL BE REQUIRED TO LEVY AD VALOREM TAXES WITHIN APPLICABLE CONSTITUTIONAL, STATUTORY AND CHARTER TAX LIMITATIONS ON ALL TAXABLE PROPERTY WITHIN THE CITY TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO PAY ITS SHARE OF THE PRINCIPAL OF AND INTEREST ON THE BONDS IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE. IT IS THE PRESENT INTENT OF THE CITY TO USE THE REVENUES FROM THE CITY DIVISION OF THE AUTHORITY'S SYSTEM TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS.

RIGHT OF REFERENDUM

The Contract will become effective and binding upon the City without vote of the electors as permitted by law unless a petition requesting an election on the question of the City entering into the Contract, signed by not less than 10% of the registered electors of the City, is filed with the City Clerk within forty-five (45) days after publication of this notice. If such petition is filed, the Contract cannot become effective without an approving vote of a majority of electors of the City qualified to vote and

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

voting on the question. The Contract is on file at the office of the City Clerk.

This notice is given pursuant to the requirements of Section 8 of Act No. 233, Public Acts of Michigan, 1955, as amended. Further information concerning the details of the Contract and the matters set out in this notice may be secured from the City Clerk's office.

Frances McMullan
Clerk
City of Ypsilanti

21974966.2\099369-00036

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

DISTRIBUTION LIST

Ypsilanti Community Utilities Authority
Wastewater System Bonds
State Revolving Fund
Fiscal Year 2014 – 4th Quarter
(Project Nos. 5582-01 and 5583-01)

Ypsilanti Community Utilities Authority	**Charter Township of Ypsilanti**
Ypsilanti Community Utilities Authority 2777 State Road Ypsilanti, Michigan 48198 • Jeff Castro, Director E-Mail: JCastro@ycua.org Phone: (734) 484-4600 x107 • Dwayne Harrigan, Finance Director E-Mail: DHarrigan@ycua.org Phone: (734) 484-4600 x169 • Venita Terry, Accountant E-Mail: VTerry@ycua.org Phone: (734) 484-4600 x103 • Scott Westover, Engineering Manager E-Mail: SWestover@ycua.org Phone: (734) 484-4600 x220	Charter Township of Ypsilanti 7200 South Huron River Drive Ypsilanti, Michigan 48197 • Brenda Stumbo, Supervisor E-Mail: bstumbo@ytown.org Phone: (734) 481-0617 • Karen Lovejoy Roe, Clerk E-Mail: klovejoyroe@ytown.org Phone: (734) 484-4700 • Larry Doe, Treasurer E-Mail: ldoe@ytown.org Phone: (734) 484-1002 • Nancy Wyrybkowski E-Mail: nwyrybk@ytown.org
City of Ypsilanti	**Financial Advisor**
City of Ypsilanti One South Huron Street Ypsilanit, Michigan 48197 • Ralph Lange, City Manager E-Mail: rlange@cityofypsilanti.com Phone: (734) 483-1810 • Marilou Uy, Fiscal Services Director E-Mail: muy@cityofypsilanti.com Phone: (734) 483-1105	Stauder, Barch & Associates, Inc. 3989 Research Park Drive Ann Arbor, Michigan 48108 • Paul Stauder E-Mail: paul@stauderbarch.com Phone: (734) 668-6688

Bond Counsel	**YCUA Attorney**
Miller, Canfield, Paddock and Stone, P.L.C. 150 West Jefferson, Suite 2500 Detroit, MI 48226-4415 • Thomas D. Colis E-Mail: colis@millercanfield.com Phone: (313) 496-7677 • Cassie Hare E-Mail: hare@millercanfield.com Phone: (313) 496-7909 • Sylvia Dimov E-Mail: dimov@millercanfield.com Phone: (313) 496-7542	Pear Sperling Eggan & Daniels, P.C. 1349 South Huron Street, Suite 1 Ypsilanti, MI 48197 • Thomas E. Daniels E-Mail: tdaniels@psedlaw.com Phone: (734) 483-1107

Email Addresses:

JCastro@ycua.org; DHarrigan@ycua.org; VTerry@ycua.org; SWestover@ycua.org; bstumbo@ytown.org; klovejoyroe@ytown.org; ldoe@ytown.org; nwyrybk@ytown.org; rlange@cityofypsilanti.com; muy@cityofypsilanti.com; paul@stauderbarch.com; colis@millercanfield.com; hare@millercanfield.com; dimov@millercanfield.com; tdaniels@psedlaw.com

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

CONTRACT

THIS CONTRACT, dated as of April 23, 2014, by and among the YPSILANTI COMMUNITY UTILITIES AUTHORITY, a municipal authority and public body corporate of the State of Michigan (hereinafter referred to as the "Authority"), the CHARTER TOWNSHIP OF YPSILANTI (the "Township") and the CITY OF YPSILANTI (the "City," together with the Township referred to as the "Local Units") both located in the County of Washtenaw, Michigan,

WITNESSETH:

WHEREAS, the Authority has been incorporated under the provisions of Act No. 233, Public Acts of Michigan, 1955, as amended (hereinafter referred to as "Act 233"), for the purposes set forth in Act 233 and the Local Units being constituent members of the Authority; and

WHEREAS, it is immediately necessary and imperative for the public health and welfare of the present and future residents of the Local Units that certain wastewater system improvements in the Local Units, consisting of the replacement of existing heating and ventilating systems at the four main pump stations and improving existing grit processing equipment to provide greater flexibility of the system, together with all necessary appurtenances and attachments thereto be acquired and constructed to service the Local Units (the "Project"); and

WHEREAS, plans and an estimate of cost of said improvements have been prepared by the Authority's consulting engineers (the "Consulting Engineers"), which said estimate of cost totals not to exceed $5,000,000; and

WHEREAS, each of the Local Units is desirous of having the Authority arrange for the acquisition of said improvements, in order to furnish the residents of each of the Local Units with improved wastewater system services and facilities; and

WHEREAS, the parties hereto have determined that said improvements are essential to the general health, safety and welfare of each of the Local Units; and

WHEREAS, the Authority and the Local Units are each agreeable to the execution of this Contract, by and between themselves, to provide, among other things, for the financing of the cost of the Project; and

WHEREAS, each of the Local Units has approved and authorized the execution of this Contract by resolution of its governing body; and

WHEREAS, this Contract will become effective for each of the Local Units upon expiration of a period of forty-five days following publication by each of the Local Units of its respective notice of intention without filing of a petition for referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of the respective Local Unit;

NOW, THEREFORE, in consideration of the premises and the covenants made herein, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1. The Authority and the Local Units each have previously approved and again approve the establishment of wastewater system improvements in the Local Units under the provisions of Act 233, together with all necessary appurtenances, attachments and rights in land adequate and sufficient to furnish such service to the area of each of the Local Units, as set forth in the plans prepared by the Consulting Engineers.

SECTION 2. The system referred to in Section 1 above is hereby designated as YPSILANTI COMMUNITY UTILITIES AUTHORITY WASTEWATER SYSTEM NO. 5 (City of Ypsilanti and Charter Township of Ypsilanti) (hereinafter sometimes referred to in this Contract as the "System").

SECTION 3. Each of the Local Units hereby consents to the use by the Authority and any parties contracting with the Authority of the public streets, alleys, lands and rights-of-way in each Local

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Unit for the purpose of performing the Project.

SECTION 4. The System is designed to serve areas in each of the Local Units as described in the plans prepared by the Consulting Engineers and is immediately necessary to protect and preserve the public health; and each Local Unit does, by these presents, consent to the furnishing of such service through the System pursuant to Section 8 hereof, to the individual users in each Local Unit.

SECTION 5. The Authority and each of the Local Units hereby approve and confirm the plans for the System prepared by the Consulting Engineers and the total estimated cost thereof of not to exceed the sum of $5,000,000 and the Local Units' combined share thereof (100%) of $5,000,000. Said cost estimate includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the System, the acquisition of all materials, machinery and necessary equipment, and all engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the System and the financing thereof.

SECTION 6. The Authority will take bids for the construction of the Project and the Authority shall in no event agree to any contract price or prices as will cause the actual cost thereof to exceed the estimated cost as approved in Section 5 of this Contract unless each of the Local Units, by resolution of its legislative body, (a) approves said increased total cost, and (b) agrees to pay such prorated excess over the estimated cost, either in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in Sections 10 and 16 of this Contract, to be increased to an amount which will provide sufficient funds to meet said increased cost, and approves a similar increase in the installment obligations of each Local Unit, if any, pledged under the terms of this Contract to the payment of such bonds.

SECTION 7. The Project shall be constructed by the Authority substantially in accordance with the plans and specifications therefor approved by this Contract. All matters relating to engineering plans

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

and specifications, together with the making and letting of final construction contracts, the approval of work and materials thereunder, and construction supervision, shall be in the control of the Authority. All acquisition of sites and rights-of-way shall be done by the Authority. Each Local Unit's share of the costs of such acquisition shall be paid from bond proceeds and, in addition, any costs incurred by any Local Units in connection with the acquisition or construction of the System, including engineering expenses, shall be promptly reimbursed to the Local Unit by the Authority from the proceeds of Authority Bonds.

SECTION 8. The System shall be retained, maintained and operated by the Authority. The parties hereto agree that the System shall be improved upon, operated, administered and maintained for the sole use and benefit of the Local Units and their respective users, including contract customers.

SECTION 9. To provide for the construction and financing of the Project in accordance with the provisions of Act 233, the Authority shall take the following steps:

(a) Immediately after execution hereof, the Authority will promptly take steps to adopt a resolution providing for the issuance of its bonds, in one or more series, in the aggregate principal amount of not to exceed $5,000,000 (except as otherwise authorized pursuant to Section 16 of this Contract) to finance each of the Local Units' share of the cost of the System. Said bonds shall mature serially, as authorized by law, and shall be secured by the contractual obligations of each Local Unit in this Contract. After due adoption of the resolution, the Authority will take all necessary legal procedures and steps necessary to effectuate the sale and delivery of said bonds to the Michigan Finance Authority.

(b) The Authority shall take all steps necessary to take bids for and enter into and execute final acquisition and construction contracts for the construction of the Project as specified and approved hereinbefore in this Contract, in accordance with the plans and specifications therefor based on the plans as approved by this Contract. Said contracts shall

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

specify a completion date agreeable to each Local Unit and the Authority.

(c) The Authority will require and procure from the contractor or contractors undertaking the actual construction of the Project necessary and proper bonds to guarantee the performance of the contract or contracts and such labor and material bonds as may be required by law.

(d) The Authority, upon receipt of the proceeds of sale of the bonds, will comply with all provisions and requirements provided for in the resolution authorizing the issuance of the bonds and this Contract relative to the disposition and use of the proceeds of sale of the bonds.

(e) The Authority may temporarily invest any bond proceeds or other funds held by it for the benefit of each Local Unit as permitted by law and investment income shall accrue to and follow the fund producing such income. The Authority shall not, however, invest, reinvest or accumulate any moneys deemed to be proceeds of the bonds pursuant to §148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder (the "Code"), in such a manner as to cause the bonds to be "arbitrage bonds" within the meaning of Code § 103(b)(2) and §148.

SECTION 10. The cost of the System shall be charged to and paid by each Local Unit to the Authority in the manner and at the times herein set forth.

The cost of the Project to be financed with the issuance of one or more series of bonds of the Authority ($5,000,000) shall be paid by the Local Units to the Authority in annual installments (corresponding to principal payments on each series of the bonds on the next October 1st of each year) on September 15 of each year, as follows:

2015	$195,000
2016	200,000
2017	205,000
2018	210,000
2019	215,000
2020	220,000

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

2021	225,000
2022	235,000
2023	240,000
2024	245,000
2025	250,000
2026	255,000
2027	265,000
2028	270,000
2029	275,000
2030	285,000
2031	290,000
2032	300,000
2033	305,000
2034	315,000

Each Local Unit shall pay its Local Unit Share (as hereinafter defined) of each payment required to be made by the Local Units to the Authority pursuant to this Section 10 of the Contract. "Local Unit Share" means initially for each Local Unit, the percentage of each payment as follows:

Charter Township of Ypsilanti	77.81%
City of Ypsilanti	22.19%

The Local Unit Share is subject to adjustment on an annual basis based upon existing agreements between the Local Units.

It is understood and agreed that the bonds of the Authority hereinbefore referred to will be issued in anticipation of the above contractual obligation, with principal installments on October 1 of each year, commencing with the year 2015, corresponding to the principal amount of the above installments, and each Local Unit shall also pay to the Authority in addition to said principal installments, on March 15 and September 15 of each year, commencing on September 15, 2014, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest, not to exceed two and one-half percent (2.5%) per annum, due on the next succeeding interest payment date (April 1 and October 1, respectively), on the installment portions of said bonds of the Authority from time to time outstanding. From time to time as other costs and expenses accrue to the Authority from handling of the payments made by each Local Unit, or from other actions taken in connection with the System, the Authority shall

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

notify each Local Unit of the amount of such fees and other costs and expenses, and each Local Unit shall, within thirty (30) days from such notification, remit to the Authority sufficient funds to meet such fees and other costs and expenses. The principal payment date may be adjusted to April 1 at the time the bonds are sold to the Michigan Finance Authority but shall be payable in not more than twenty annual installments.

Should cash payment be required from each Local Unit in addition to the amounts specified in the preceding paragraph to meet additional costs of constructing the System, each Local Unit shall, upon written request by the Authority, furnish to the Authority written evidence of their agreement and ability to make such additional cash payments, and the Authority may elect not to proceed with the acquisition or financing of the System until such written evidence, satisfactory to the Authority, has been received by it. Each Local Unit shall pay to the Authority such additional cash payments within thirty (30) days after written request for such payment has been delivered by the Authority to such Local Unit.

The Authority shall, within thirty (30) days after the delivery of the bonds of the Authority hereinbefore referred to, furnish each Local Unit with a complete schedule of installments of principal and interest thereon, and the Authority shall also (a) at least sixty (60) days prior to January 1 of each year, commencing in 2015, advise each Local Unit, in writing, of the exact amount of interest installment due on the Authority bonds on the next succeeding April 1, and payable by each Local Unit on March 15, as hereinbefore provided, and the exact amount of principal and interest installments due on the bonds of the Authority on the next succeeding October 1, and payable by each Local Unit on September 15, as hereinbefore provided.

If any principal installment or interest installment is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

SECTION 11. Each Local Unit, pursuant to the authorization contained in Act 233, hereby

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

irrevocably pledges its limited tax full faith and credit for the prompt and timely payment of its respective obligations pledged for bond payments as expressed in this Contract, and shall each year, commencing with the fiscal year commencing January 1, 2015 for the Township and July 1, 2014 for the City set aside sufficient general fund moneys to make the payments, and, if necessary, levy an ad valorem tax on all the taxable property in the Local Unit, subject to applicable constitutional, statutory and charter tax rate limitations, in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Contract becoming due before the time of the following year's tax collections. Nothing herein contained shall be construed to prevent the Local Unit from using any, or any combination of, means and methods provided in Section 7 of Act 233, as now or hereafter amended, including revenues derived from user charges or special assessments, for the purpose of providing funds to meet its obligations under this Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

SECTION 12. Each Local Unit may pay in advance any of the payments required to be made by this Contract, in which event the Authority shall credit the respective Local Unit with such advance payment on future due payments to the extent of such advance payment.

SECTION 13. Each Local Unit may pay additional moneys over and above any of the payments specified in this Contract, with the written request that such additional funds be used to prepay installments, in which event the Authority shall be obligated to apply and use said moneys for such purpose to the fullest extent possible. Such moneys shall not then be credited as advance payments under the provisions of Section 12 of this Contract.

SECTION 14. In the event a Local Unit shall fail for any reason to pay to the Authority at the times specified the amounts required to be paid by the provisions of this Contract, the Authority shall

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

immediately give notice of such default and the amount thereof, in writing, to the Treasurer of such Local Unit, the Treasurer of the County of Washtenaw, the Treasurer of the State of Michigan, and such other officials charged with disbursement to such Local Unit of funds returned by the State and now or hereafter under Act 233 available for pledge, as provided in this paragraph and in Section 12a of Act 233, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to such Local Unit of the aforesaid funds, is, by these presents, specifically authorized by the Local Unit, to the extent permitted by law, to withhold from the aforesaid funds the maximum amount necessary to cure said deficit and to pay said sums so withheld to the Authority, to apply on the obligations of such Local Unit as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the Local Unit within the meaning of the Michigan Constitution and statutes, the purpose of this provision being voluntarily to pledge and authorize the use of said funds owing to such Local Unit to meet any past-due obligations of such Local Unit due under the provisions of this Contract. In addition to the foregoing, the Authority shall have all other rights and remedies provided by law to enforce the obligations of each Local Unit to make its respective payments in the manner and at the times required by this Contract, including the right of the Authority to direct each Local Unit to make a tax levy to reimburse the Authority for any funds advanced.

SECTION 15. It is specifically recognized by each Local Unit that the debt service payments required to be made by each pursuant to the terms of Section 10 of this Contract are to be pledged for and used to pay the principal installments of and interest on with respect to the bonds to be issued by the Authority as provided by this Contract and authorized by law, and each Local Unit covenants and agrees that it will make all required payments to the Authority promptly and at the times herein specified without regard to whether the System is actually completed or placed in operation.

SECTION 16. If the proceeds of the sale of the bonds to be issued by the Authority are for any

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

reason insufficient to complete each Local Unit's share of the cost of the System, the Authority shall automatically be authorized to issue additional bonds in an aggregate principal amount sufficient to pay the respective Local Unit's share of completing the System and to increase the annual payments required to be made by each Local Unit in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized plus the additional bonds to be issued. It is expressly agreed between the parties hereto that the Authority shall issue bonds pursuant to this Contract and each Local Unit shall be committed to retire such amount of bonds as may be necessary to pay each Local Unit's share of the costs of the System whether or not in excess of those presently estimated herein. Any such additional bonds shall comply with the requirements of Act 233 and any increase in the annual payments shall be made in the manner and at the times specified in this Contract. In lieu of such additional bonds, each Local Unit may pay over to the Authority, in cash, sufficient moneys to complete each Local Unit's share of the System.

SECTION 17. After completion of the System and payment of all costs thereof, any surplus remaining from the proceeds of sale of bonds shall be used by the Authority for either of the following purposes, at the sole option of and upon request made by resolution of any Local Unit, to wit: (a) for additional improvements to the System or for other projects of the Authority undertaken on behalf of said Local Units; subject to approval of the Authority; or (b) credited by the Authority toward the next payments due the Authority by said Local Units hereunder.

SECTION 18. The obligations and undertakings of each of the parties to this Contract shall be conditioned on the successful issuance and sale of the bonds pursuant to Act 233, and if for any reason whatsoever said bonds are not issued and sold within two (2) years from the date of this Contract, this Contract, except for payment of preliminary expenses and ownership of engineering data, shall be considered void and of no force and effect.

SECTION 19. The Authority and Local Units each recognize that the owners of the bonds

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

issued by the Authority under the provisions of Act 233 to finance the cost of the System will have contractual rights in this Contract, and it is, therefore, covenanted and agreed by the Authority and each Local Unit that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the bonds or the prompt payment of principal or interest thereon. The Local Units and the Authority each further covenant and agree that each will comply with its respective duties and obligations under the terms of this Contract promptly at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this Contract insofar as they pertain to the security of any such bonds shall be deemed to be for the benefit of the owners of said bonds.

SECTION 20. This Contract shall remain in full force and effect from the effective date hereof (as provided in Section 23) until the bonds issued by the Authority are paid in full, but in any event not to exceed a period of thirty (30) years. At such time within said 30-year term as all of said bonds are paid, this Contract shall be terminated. In any event, the obligation of each Local Unit to make payments required by this Contract shall be terminated at such time as all of said bonds are paid in full, together with any deficiency or penalty thereon.

SECTION 21. The parties hereto hereby expressly agree that the Authority shall not be liable for and each Local Unit shall, to the extent legally available, pay, indemnify and save the Authority harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages and losses of every conceivable kind whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the Project; the

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

ownership, acquisition, construction, operation, maintenance and repair of the System; this Contract; or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the Authority be held harmless by each Local Unit from liability for such claims, actions, demands, expenses, damages and losses, however caused or however arising, including, but not limited to, to the extent not prohibited by law, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the Authority or by negligence for which the Authority may be held liable. In any action or proceeding brought about by reason of any such claim or demand, each Local Unit, to the extent legally available, will also pay, indemnify and save the Authority harmless from and against all costs, reasonable attorneys' fees and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands, or any of them, in the event it is determined that there is any liability on the part of the Authority. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the Authority on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the Authority has not paid the same, each Local Unit shall be obligated to pay to the Authority, upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the Authority by reason of any such claims or demands, whether said claims or demands are groundless or not, each Local Unit shall, upon written notice and demand from the Authority, but not without written consent of the Authority, settle any such action in the proceeding. Notwithstanding the foregoing, nothing contained in this Section shall be construed to indemnify or release the Authority against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the Authority's employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the System, this Contract or the issuance, sale or

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

delivery of the bonds herein described.

SECTION 22. This Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

SECTION 23. This Contract shall become effective upon (i) approval by each legislative body of the Local Unit, (ii) approval by the Board of the Authority, (iii) expiration of the forty-five day period following publication by each Local Unit of its notice of intention without filing of a petition for referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of such Local Unit, and (iv) due execution by the Supervisor and Township Clerk of the Township, the Mayor and City Clerk of the City and by the Chair and Secretary of the Authority.

SECTION 24. In the event construction bids are received by the Authority pursuant to Section 9 hereof and such bids are below the Consulting Engineers' estimates thus necessitating a smaller amount of Bonds for each Local Unit's share to be issued than $5,000,000, the Authority shall be automatically authorized to reduce the amount of Bonds sold and the annual principal installments specified in Section 10 of this Contract shall be automatically revised according to the new debt service schedule for the Bonds, without the necessity of publication of notice of such revision.

SECTION 25. This Contract may be executed in several counterparts.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

In the presence of:

YPSILANTI COMMUNITY UTILITIES AUTHORITY

_____

By: _____
Chair

_____

By: _____
Secretary

In the presence of:

CHARTER TOWNSHIP OF YPSILANTI

_____

By: _____
Supervisor

_____

By: _____
Township Clerk

In the presence of:

CITY OF YPSILANTI

_____

By: _____
Mayor

_____

By: _____
City Clerk

21974481.3\099369-00036

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Resolution No. 2014 – 098
April 15, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the contract and authorizing notice for the "YCUA Big Four Pump Stations and HVAC WWTP Grit System SRF Bond Sale" be approved at **Second and Final Reading.**

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION
April 15, 2014

From: Stan Kirton, Public Services Director

Subject: Michigan Department of Transportation Contract No. 14-5143 for 2014 Prospect Road Bridge Rehabilitation Project

---

SUMMARY & BACKGROUND:

Funds from the Federal Highway Bridge Replacement and Rehabilitation Program has been appropriated to the State Local Bridge Program for the rehabilitation of the Prospect Road Bridge over the railroad tracks of Amtrak for the 2014 construction season. This project is anticipated to include hot mix asphalt overlay of the bridge deck, joint replacement, sidewalk repair, concrete surface coating, approach, and maintaining traffic work and all together with necessary related work.

The total resurfacing cost is estimated at $256,500, less $205,200 Federal Funds, $38,500 State Local bridge Funds, and the City's estimated share for construction will be $12,800.

The FY 2013-2014 budget allocated funding for construction engineering services needed for this project. The construction costs have been allocated for the FY 2014-2015 budget.

RECOMMENDED ACTION: Approval

ATTACHMENTS: MDOT Contract No. 14-5143, Resolution

CITY MANAGER APPROVAL: _____ AGENDA DATE: April 15, 2014

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

Resolution No. 2013 - 99
April 15, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Federal Highway Bridge Replacement and Rehabilitation Program has appropriated fund to the State Local Bridge Program for the rehabilitation of the Prospect Road Bridge over the railroad tracks of Amtrak, and

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

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the Michigan Department of Transportation Contract No. 14-5143; and

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

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

LOCAL BRIDGE
FEDERAL

COM

Control Section	BHT 81020
Job Number	115677
Project	BHT 1481(021)
Federal Item No.	RR 8717
Structure	X01 OF 81-20-06 (#11092)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	14-5143

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF YPSILANTI, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Ypsilanti, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 18, 2014, attached hereto and made a part hereof:

Rehabilitation work for the structure X01 of 81-20-06 (#11092), which carries Prospect Street over the railroad tracks of Amtrak, Section 9, T3S, R7E, City of Ypsilanti, Washtenaw County, Michigan; including hot mix asphalt overlay, joint replacement, sidewalk repair, concrete surface coating, approach, and maintaining traffic work; and all together with necessary related work.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

5. The PROJECT COST shall be met in part by Federal Funds and by state Local Bridge Funds. Upon final settlement of costs, Federal Funds will be applied to the eligible items of PROJECT COST. The state Local Bridge Funds will be applied to the balance of the PROJECT COST, after deduction of Federal Funds, such that the Federal Funds and state Local Bridge Funds shall equal 95 percent of those PROJECT COSTS eligible for participation with such funds. The remaining 5 percent of the eligible items of PROJECT COST, as well as any ineligible items of PROJECT COST, shall be paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds or paid by state Local Bridge Funds will be the sole responsibility of the REQUESTING PARTY.

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

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

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

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

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

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Acct, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

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

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

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

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

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

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

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

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

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

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

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

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

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

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

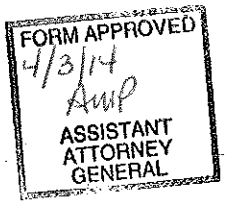
CITY OF YPSILANTI

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
Department Director MDOT



March 18, 2014

EXHIBIT I

CONTROL SECTION BHT 81020
JOB NUMBER 115677
PROJECT BHT 1481(021)
STRUCTURE X01 OF 81-20-06 (#11092)

	TOTAL ESTIMATED COST	FEDERAL FUNDS (EST 80%)	STATE LOCAL BRIDGE FUNDS (EST 15%)	TOTAL FEDERAL & STATE AID	BALANCE REQ. PARTY'S SHARE
STRUCTURE AND APPROACHES					
Construction (Contracted)	$256,500	$205,200	$38,500	$243,700	$12,800

NO DEPOSIT REQUIRED

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

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

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

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

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

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

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

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

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

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

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

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

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

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

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

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

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

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

   a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

   b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

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

   c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

   d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

APPENDIX B
TITLE VI ASSURANCE

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

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

    a. Withholding payments to the contractor until the contractor complies; and/or

    b. Canceling, terminating, or suspending the contract, in whole or in part.

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

REQUEST FOR LEGISLATION
April 15, 2014

From: Teresa Gillotti, Director of Community and Economic Development

Subject: Michigan Avenue Road diet next steps

Background
Attached is background information, most of which City Council has received previously. It includes a memo from staff on how the segment of road qualified for a road diet, the analysis done by the Washtenaw County Road Commission for the township section, and estimates from OHM on review and improvements that can make the road function better.

Why a 4-3 lane conversion?
As a reminder, the main goal for the West Michigan 4-3 conversion was to reduce the number of accidents caused primarily as a result of the lack of a dedicated left-turn lane. As well, the desire for slower speeds was also a goal. This is shown in both the staff memo, and information from the Washtenaw County Road Commission. Additionally, the conversion would also allow for the addition of bicycle facilities, in particular bike lanes on Michigan Avenue for the extent of the conversion, but continuing on into the Township to approximately the I-94 interchange.

Issues with the conversion
The poor striping and limited signage proved problematic, in particular with a cold and excessively snowy winter. Motorists were confused by the striping and were unsure of the transitions between the 4 and 3 lane segments.

Next Steps and Recommendations
The City's engineer, OHM, has put forth a series of recommendations for improvements to the 4-3 lane conversion (see attached). Staff is recommending that the City work with the Road Commission to properly restripe and sign the 4-3 lane conversion, and also utilize OHM and County services to conduct updated traffic counts, turning movement counts, and related analysis to provide improvements to the conversion to smooth out the north/south bound movement delays while leaving the conversion in place to improve safety, lower speeds, and provide for bicycle facilities.

Estimates for restriping to ensure visibility and durability will be provided at the April 15, 2014 meeting. As well, OHM staff will be available for questions at that time.

RECOMMENDED ACTION: Approval

Attachments: Resolution
Michigan Avenue Road Diet Study (OHM)
Road diet Michigan Avenue final memo (staff)
Technical Memorandum_rev_05-02-13

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

Resolution No. 2014- 100
April 15, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, City of Ypsilanti previously extended a 4-3 lane conversion of West Michigan Avenue in the fall of 2013; and

WHEREAS, goals of such a conversion include, reduction in the number of traffic accidents, slower speeds, and the addition of bicycle facilities; and

WHEREAS, such recommendations are a part of the City's Non-Motorized Plan and Climate Action Plan; and

WHEREAS, City Council would like to further those goals by leaving the 4-3 conversion in place with improved striping and signage;

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council approves the 4-3 lane conversion of West Michigan Avenue; and

MAY IT FURTHER BE RESOLVED THAT the Ypsilanti City Council direct staff to pursue study and recommendations to improve the functionality of the conversion as proposed by OHM.

OFFERED BY:_____

SUPPORTED BY:_____

YES: NO: ABSENT: VOTE:

ARCHITECTS. ENGINEERS. PLANNERS.

OHM Advancing Communities

March 11, 2014

CITY OF YPSILANTI
One South Huron Street
Ypsilanti, MI 48197

Attention: Ms. Bonnie Wessler

Subject: **Proposal for a Traffic Study on Michigan Avenue Road Diet (4 to 3 lane conversion) Michigan Avenue from East of Mansfield St. to Congress St.**

Dear Ms. Wessler:

Orchard Advisors (OHM) is pleased to submit this proposal for the Road Diet Traffic Study. It is understood the City is seeking a study which will quantify the impacts of the recently completed lane modifications on Michigan Avenue, and review potential corridor improvements that could mitigate operational problems caused by the modifications. The following information is provided outlining our project understanding, the scope of work, and fee.

PROJECT UNDERSTANDING

As part of a county project, portions of Michigan Avenue have already been converted from a four-lane cross section to three lanes with on-street bike lanes. We understand that the City wants to consider ways of improving the traffic flow of the corridor, which would include an analysis of the reduced lane section termination point. However, the City has several concerns regarding this change that merit evaluation prior to committing to the modification.

Specifically, there is a question of how to transition from a three-lane section to the divided (boulevard) section as Michigan Avenue curves through the signalized intersection with Congress Street and Ballard Street. Also, would the lane reduction lead to increased delays for traffic exiting Hawkins Street onto Michigan Avenue and would this then mean that this intersection would meet warrants for the installation of a traffic signal. Finally, there are now operational problems at the intersection of Michigan Avenue and First Avenue and the City is looking at ways to reduce delays at this location, possibly by widening the southern approach to provide separate left and right turn lanes for First Ave.

Within the scope of our services below, we have noted several optional tasks for your consideration. Also, please note that we have accounted for one meeting with the City staff to present and explain our study findings and recommendations.

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150
T 734.522.6711
F 734.522.6427
OHM-Advisors.com

SCOPE OF SERVICES

A detailed breakdown of the proposed project scope is included. The components of this work plan are as follows:

Task 1: Operational Analysis of Existing Conditions

A. We will collect turning movement counts at the following intersections in the corridor:
   - Michigan Ave. at First Ave.
   - Michigan Ave. at Hawkins St.
   - Michigan Ave. at Congress St./Ballard St.

   The counts will utilize 15 minute intervals, two periods of two hours duration each, from 7 to 9 a.m. and from 4 to 6 p.m., and will include any pedestrians and bicyclists using the intersections.

   As an alternative, the City may wish to obtain this count data themselves.

B. We will have 24-hour volume counts taken at the following locations:
   - Eastbound Michigan Ave. at Hawkins St.
   - Westbound Michigan Ave. at Hawkins St.
   - Northbound Hawkins St. at Michigan Ave.

   The counts will utilize one hour intervals. As with the turning movement counts, the City may wish to obtain this volume data themselves.

C. The key intersections noted in item A above will be visited to collect the field and geometric data needed to understand the physical and operational characteristics of the intersections. The project team will collect:
   - Lane geometry, including intersection widths.
   - Travel distances between intersections.
   - The location of stop bars.
   - Traffic control devices such as turn-on-red restrictions and prohibited turns.
   - Pedestrian facilities such as crosswalks, signals and push buttons.
   - Approach grades and speed limits.
   - Ambient lighting.

D. A model will be developed using Synchro / SimTraffic. Data will be input into the model including all field data collected and mapped. Prior to analysis, the networks will be checked for accuracy to ensure the correct numbers of vehicles are getting into the model and to each intersection.

   The resulting model will be calibrated and validated by comparing the counted volume to the modeled volume of traffic moving through the intersections. If these values are not within 10% of each other, then parameters, such as the saturation flow rate and driver characteristics will be modified to achieve the desired result. The iterative process continues until the model replicates the field conditions within the 10% tolerance. The results of this process will be reported in a validation log.

   Each intersection will be evaluated with existing cycle lengths, phasing, timings and lane geometries to determine the existing operating conditions, such as level of service, delay, travel time and vehicle queuing. The project team will identify operational problems, such as intersections where the level of

service (LOS) is LOS C or lower and where the turning queues are greater than the available storage lengths.

Task 2: Forecast Future Traffic

A. We will work with the City to develop a forecast for future traffic along the corridor, taking into consideration historic trends, predicted growth rates in the WATS / SEMCOG model, anticipated development, and professional judgment of the consulting team and City representatives.

B. Once compound annual growth rates are agreed upon, the rates will be applied to the peak hour traffic turning movements to develop 20-year traffic projections. The corridor will be reevaluated using the projected volumes and potential future deficiencies noted.

Task 3: Evaluate Operations for the Conversion (Road Diet) Alternative

A. A conversion alternative model will be developed, anticipating reducing the balance of the corridor to a three lane cross section. This model will be tested twice, with current traffic volumes and with the 20-year forecasted traffic volumes.

   In each case, intersections will be evaluated to determine the anticipated operating conditions, such as level of service, delay, travel time and vehicle queuing. The project team will identify operational problems that may be alleviated with auxiliary turn lanes or other traffic improvements such as signal modifications.

Task 4: Prepare Corridor Improvements, Including Cost Opinions

A. Based on the evaluations of existing conditions versus a road diet, current traffic versus forecast traffic, OHM will identify any needed modifications to implement the conversion alternative. An opinion of cost will be developed for any suggested modifications, whether signage, pavement markings, traffic signals or construction of pavement.

   The specific evaluations will be whether the intersection of Michigan Avenue at Hawkins Street meets warrants for the installation of a traffic signal, and what nature of changes are needed at the intersection of Michigan Avenue at First Avenue. We will also provide a pavement marking plan for the transition of the 3-lane section to the boulevard at Congress Street / Ballard Street.

B. As an alternative intersection improvement for Michigan Ave. at Congress / Ballard St., we can evaluate this location for a modern roundabout. For this evaluation, we would use RODEL rather than Synchro, and determine the appropriate geometry that would work with current traffic volumes as well as the 20-year forecasted traffic volumes.

Task 5: Prepare Study Report

A. OHM will prepare an Engineering Report for the project. This report will contain the results of the traffic operations studies, as well as the development of the alternatives. The report will contain recommendations for changes, including geometric design and signal operations. We assume there will be one meeting with the City to present our findings and report recommendations.

SCHEDULE

We will begin work outlined in this proposal immediately upon authorization. OHM can complete the various tasks associated with modeling the corridor and have the study report submitted to the City within 60 days of the notice to proceed.

UNIQUE PROJECT EXPERIENCE

OHM has implemented studies like this, including the following recent projects:

City of Farmington:

- Farmington Rd from Grand River to Shiawasee – Reduce lane(s), add on-street parking. Project completed.
- Grand River Ave from Farmington to Grove St – Reduce lane(s), add on-street parking. Project completed.
- Farmington Rd from Orchard St to Grand River– Reduce lane(s), add on-street parking. Study complete, now negotiating with RCOC.

City of Auburn Hills:

- Squirrel Rd from Walton Blvd to Dutton Rd – Evaluated for future cross section, study complete. Waiting for funding to schedule for construction of 3-lane road with paved shoulders (bike lanes).

Cities of Berkley, Huntington Woods & Oak Park

- Eleven Mile from Greenfield to Woodward – Reduce lane(s), add bike lanes. Study completed, but communities decided not to implement.

City of Detroit

- US-12 (Michigan Ave) from Livernois to Rosa Parks - Reduce lane(s), add bike lanes and on-street parking. Study and design complete, waiting for funding to schedule for construction.

Additional information on our project experience can be provided upon request.

FEE SCHEDULE

Services for engineering design will be performed on a Lump Sum basis. The following budgets are presented for your consideration:

Task 1: Operational Analysis	$ 4,700.00
Task 2: Forecast Traffic	$ 780.00
Task 3: Evaluate Road Diet	$1,090.00
Task 4: Prepare Corridor Improvements	$3,545.00
Task 5: Prepare and Present Report	$2,205.00
Project Total – OHM Performs All Tasks	**$12,320.00**

Deductions if City provides:

Turning Movement Counts	$2,280.00
24–Hour Counts	$650.00
Possible savings if City does data collection	$2,930.00
Possible Revised Project Total	**$ 9,390.00**

AUTHORIZATION

If you find this proposal acceptable, please provide us written authorization to proceed. We appreciate the opportunity to provide you with this proposal. Please feel free to contact us if you have any questions or need any additional information at (734) 522-6711.

Sincerely,

ORCHARD, HILTZ & McCLIMENT, INC.

[redacted]

Kent J. Early, P.E.

City of Ypsilanti
Community & Economic Development Department

Memo

To: Ralph A. Lange, City Manager

From: Bonnie Wessler, Planner I [redacted]
Teresa Gillotti, Director Community and Economic Development

Date: 13 February 2014

Subject: Michigan Avenue Road Diet

BACKGROUND
In late 2013, the City worked with the Washtenaw County Road Commission (WCRC) to extend a four-lane to three-lane conversion of Michigan Ave, including bike lanes, into the City limits from the west to approximately Ainsworth Drive. Questions have arisen about the justification for such a "road diet," as well as its execution. This memorandum will provide background information about road diets in general, as well as the specific circumstances leading to its execution in this location.

MICHIGAN AVENUE ROAD DIET IN CITY-APPROVED PLANS
Authority to approve this lane conversion and bike lane addition is derived primarily from two City-generated documents, the Non-motorized Transportation Plan and the Climate Action Plan.

During 2009-2010 the City of Ypsilanti undertook the drafting of a Non-Motorized Transportation Plan. This plan, funded by a Building Healthy Communities grant, included analysis of existing transportation data, review of best practices and industry standards for recommendations, public participation, and ultimate adoption in March of 2010, the Planning Commission.

The Non-motorized Transportation Plan was a formal update to the Master Plan. Goals and objectives of this plan include:

- "provide a safe transportation system for both motorized and non-motorized users." (p 25)
- "monitor the transportation system ... to identify and mitigate safety problems" (p 37),
- "prioritize maintenance projects that bridge service or infrastructure gaps... (p39)",
- "support the establishment and improvement of critical multimodal transportation linkages between jurisdictions throughout the County (p41)," and
- "Work with the ... Washtenaw County Road Commission to ... work to lower 85th-percentile speeds on selected streets (ibid)."

In addition to these broad goals, the addition of bike lanes on Michigan Avenue from Warner to Hamilton is called out as a specific first-priority project noted of particular importance due to

Michigan Avenue's prominence as a primary entryway to the City of Ypsilanti and a transportation backbone.
In July of 2012, City Council adopted the Climate Action Plan. A key recommendation of this plan is to complete the network of bicycle facilities, and in particular, to coordinate the development of this network with the Washtenaw County Road Commission through the use of "road diets" (p38).

The 2013/2014 City Council Goals list implementation of the Non-Motorized Transportation Plan and Climate Action Plan as ongoing goals as well.

In summary, City Council and Planning Commission have given the City Manager policy direction to improve the safety of the City's transportation network, with a particular eye to adding bike lanes along major transportation corridors and to cooperate with the WCRC.

ROAD DIETS
A "road diet" is generally used to refer to changing the configuration of a road from four lanes, consisting of two lanes in each direction with no central turn lane, to three lanes consisting of two travel lanes in each direction, a central turn lane, and a bike lane in each direction.

Road diets are recommended in cases where:
- a road may be significantly over capacity, leading to speeding issues;
- where bicycle lanes are needed;
- where there have been a history of side-swipe &/or rear-end crashes, generally from people trying to turn left;
- or any or all of the above.

Very generally speaking, such conversions are considered to be easily achievable when average daily traffic (ADT) is less than 10,000 vehicles per day; achievable under certain circumstances, such as a persistent crash history, when ADT is between 10,000 to 15,000 vehicles per day; and achievable under very limited circumstances, such as an exceptional crash history and provision of dedicated right-turn lanes to mitigate peak-hour traffic, when ADT between 15,000 to 20,000 vehicles per day.

Michigan Avenue traffic counts

	2012		**2010**		**2008**	
	total	**peak hour**	**total**	**peak hour**	**total**	**peak hour**
@Mansfield, WB*	9091	715	9121	718	8864	640
@Mansfield, EB*	9389	840	9276	812	9071	775
@Mansfield, total	**18480**		**18397**		**17935**	
* sensor at Mansfield placed east of Mansfield. WB = west bound, headed out of town EB = east bound, into town						

The ultimate goal of any road diet is to maintain an acceptable Level of Service (LOS) during peak hour traffic while improving the safety of the roadway for all users. LOS, designed primarily for use on limited-access highways and major collector streets, is ranked from "A" to "F", where "A" means free-flowing traffic at or above the posted speed limit and motorists can change lanes freely; "F" is the classic traffic jam, wherein no car can change lanes, enter or exit the roadway, and is at a complete standstill for an extended length of time. LOS D, which MDOT considers to be the minimum acceptable, is defined as traffic that slows as traffic volume

increases, few gaps in traffic, and where traffic crashes will cause delays. These are all applied as averages over the course of a week; a road which functions at LOS D or even E during peak hour demand (rush hour) is not unacceptable by MDOT standards if it functions at LOS A or B the majority of the time and otherwise achieves safety goals.

MICHIGAN AVENUE

The section of Michigan Avenue subject to the 4 to 3 lane conversion is from approximately Hewitt to approximately Ainsworth, not including transition areas. Westbound, the speed limit in this area is and was 35mph, although minimally signed, from Ballard to west of Hewitt, where it became 45mph. Eastbound, the speed limit west of Hewitt to Second was and remains 45mph; the speed limit east of Second is and was 35mph. Due to the lack of signage and the free-flow of traffic, speeds often exceeded 35mph.

There are traffic signals at two locations within project area within the City: at Mansfield, where there is an eastbound right-turn-only lane; and at First. There is an emergency light in front of the fire station that is rarely activated. This lack of lights can have the effect of limiting breaks in peak hour traffic flow where additional vehicles may join Michigan, as complaints have noted in the Summit/Normal area and in the Second Street area; it can also limit pedestrians' ability to cross the roads during times of peak-hour or constant flow.

They sidewalk network within the City is fairly complete, although width and condition vary greatly. In some places, such as in front of Ometha M. Smith Park, the sidewalk is an asphalt path wider than 5 feet immediately adjacent to the roadway; in other places, such as in front of the former Cal's Party Store, the sidewalk is a three-foot-wide concrete path set back only slightly from the roadway. Current standards require a five-foot-wide concrete sidewalk at the edge of the right-of-way, which is set back from the paved roadway, but these existing sidewalks are "grandfathered in," or considered legal non-conforming.

MICHIGAN AVE: CRASH HISTORY

As noted above, one reason for converting from four lanes and no center lane to two lanes with a center lane is to increase safety. Studies have shown consistently that such conversions reduce crashes by up to 40%, primarily related to rear-end and side-swipe crashes due to motorists attempting to turn left without benefit of a dedicated center-turn lane.

	Crash Type (crashes within 500' of Summit/Michigan- Ainsworth to First)				
	Rear-end	**Angle**	**Sideswipe**	**Head-on/ left turn**	**Total** (includes other types of crashes and crashes on side streets at the intersection)
2004	12	3	2	0	21
2005	10	4	2	1	29
2006	10	1	0	0	18
2007	9	4	2	0	19
2008	12	6	1	0	26
2009	8	5	3	0	26
2010	11	2	3	0	29
2011	8	2	1	1	16
2012	10	3	4	0	25

MICHIGAN AVE: TRAFFIC DATA

As shown in the data above, traffic on Michigan Avenue from downtown to Ellsworth has remained fairly constant throughout the years. WATS 2025 projections anticipate that Michigan east of Summit is projected to have total traffic volumes of 10,000 -15,000 vehicles. Imputing data for Michigan Ave from Mansfield west to Ellsworth, from data for the intersections of Michigan after Hewitt, Ellsworth before Michigan, Hewitt before Michigan, and Mansfield north of Michigan, we can understand that the total current traffic volume for this area is 18,000 to 20,000.

MICHIGAN AVE: LEVEL OF SERVICE

Michigan Avenue is considered a "principal arterial," and thus has a rough capacity of 9,000 vehicles per lane per day; a center turn lane adds approximately 4,500 vehicles to that capacity total, per industry standards. The previous configuration (2 lanes in each direction with no center turn lane) could serve up to 18,400 vehicles per day at LOS A, and 28,400 vehicles per day at LOS C. In its current configuration, it can be expected to handle approximately 14,700 vehicles per day at LOS A; 20,300 vehicles per day at LOS C; 22,500 vehicles per day at LOS D; and 24,500 at LOS E. However, from downtown to east of Ellsworth, we can expect that on average the road will have a LOS of B without these interventions. At peak hours, without interventions, we understand that the level of service may drop. North of Michigan Avenue, residents may detour down Congress to Mansfield or Hewitt to join I-94; however, south of Michigan Avenue, travelling to First Avenue to turn at the light may be the only option.

BENEFITS OF 4-3 LANE CONVERSION

As mentioned above, the goals and ultimate benefits of this road diet along Michigan include:

- Reduction in crashes, primarily side-swipe and rear-end collisions
- Reduction in excess speeds to allow a corridor more conducive and safer for pedestrian and bicyclists and vehicles
- Addition of bike lanes, creating a more complete street
- Provide for a smoother transition with the 4 to 3 lane conversion to the west

POTENTIAL INTERVENTIONS AND FUTURE STEPS

In addition to the already identified issues with striping and signage, the City Manager may also want to consider other interventions to ensure a smooth transition to the three-lane configuration. Within the City, an additional traffic-activated stop light at the currently unsignalized and limited-sight intersection area of Normal/Hawkins, may alleviate a significant amount of traffic pressure, allowing people to join Michigan Avenue and not cause traffic backups onto these adjacent streets during peak times. This could also help pedestrian traffic during non-peak hours. Due to the likely congestion at First Street, retiming of this light, particularly the left-turn cycle, may be a low-cost immediate intervention to examine.

Please contact me if you have any questions.

TECHNICAL MEMORANDUM

Traffic & Safety Section

TO: Sheryl Soderholm Siddall, P.E.

FROM: Brent Schlack, P.E.

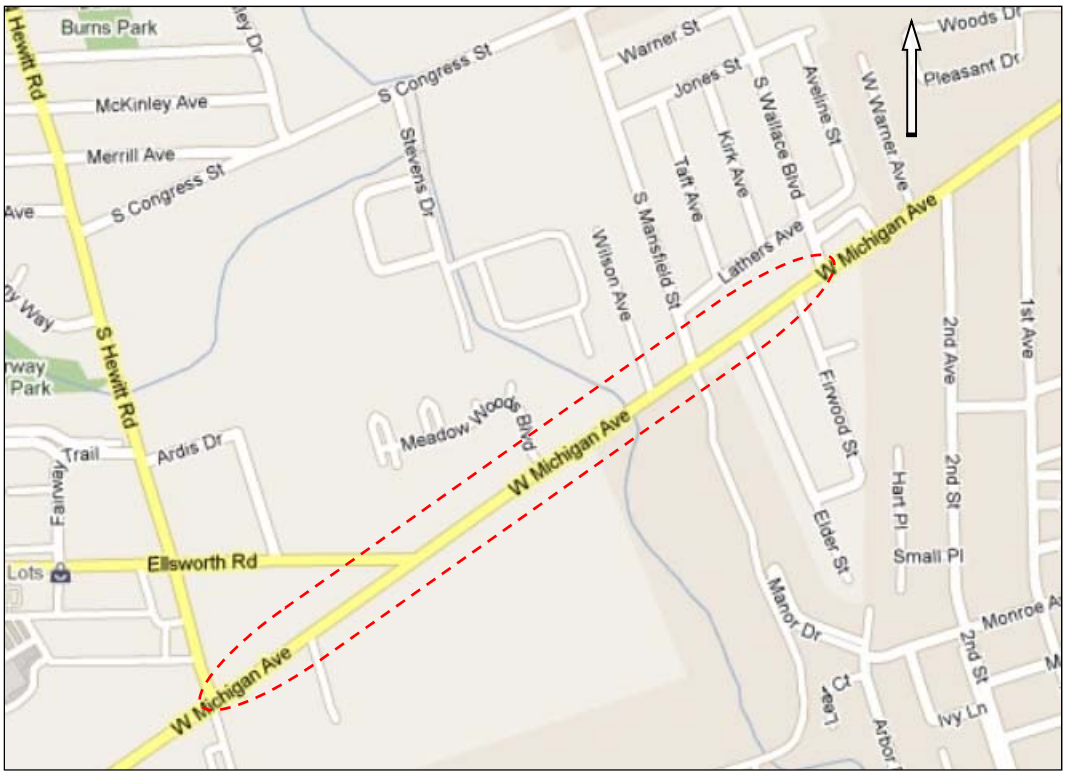
DATE: 05/02/13

RE: Michigan Avenue 4 to 3 Conversion Analysis

Introduction

The Washtenaw County Road Commission (WCRC) is considering converting Michigan Avenue, between Hewitt Road and Wallace Boulevard, from a four-lane road to a three-lane road. It will provide one through lane for each direction, a center left-turn lane, and bicycle lanes. The project is located in Sections 8 and 18 of Ypsilanti Township, Washtenaw County, Michigan. Project location is presented in Figure 1.

Figure 1 – Project Location



Michigan Avenue is a county primary road and has a national functional classification of "Urban Other Principal Arterial". There are three signalized intersections within project area: Michigan Avenue at Hewitt Road, at Ellsworth Road and at Mansfield Street.

This review has been completed in accordance with the MDOT 4 to 3 Lane Conversions policy. The following sections of this memo address the possible safety benefits of this project as well as

the policy's specific concerns of operational analysis, projected ADT, projected design life, and public involvement.

Crash History

Crash data was analyzed for five year period from 2006 to 2010. The number of crashes, with the breakdown by type, is presented in Table 1. When UD-10 crash reports clearly stated that a vehicle was rear-ended while slowing down for the traffic turning left from Michigan Avenue, the crash was counted as "Rear End - Left Turn".

Table 1 – Crash Type

Crash Type	2006	2007	2008	2009	2010	Total
Single Motor Vehicle		6	2	2		*10*
Head On					1	*1*
Head On - Left Turn	3	4	1	5	2	*15*
Angle	4		1	1	8	*14*
Rear - End	12	10	14	5	14	*55*
Rear End - Left Turn	3	5	6	7	1	*22*
Rear End - Right Turn			1			*1*
Sideswipe - Same	1	3	1	1	3	*9*
Sideswipe - Opposite	1					*1*
Other	2	1	1		3	*7*
Total	*26*	*29*	*27*	*21*	*32*	***135***

Crash severity ranges from property damage only (PDO) to K-type and is presented in Table 2.

Table 2 – Crash Severity

Crash Severity	2006	2007	2008	2009	2010	Total
K	1					*1*
A	1	1	1	1		*4*
B	1		2	4	4	*11*
C	7	11	6	5	8	*37*
PDO	16	17	18	11	20	*82*

The prevailing crash types were: rear-end, rear end - left turn, head on – left turn, and angle. The main contributing factor to the collisions was vehicles entering or exiting a driveway or intersection. In some collisions, weather, speeding, and alcohol have played a role. Observed crash patterns on this segment identify that installing a center left-turn lane will be highly beneficial. By reducing the number of conflicts, it is expected to reduce all prevailing crash types.

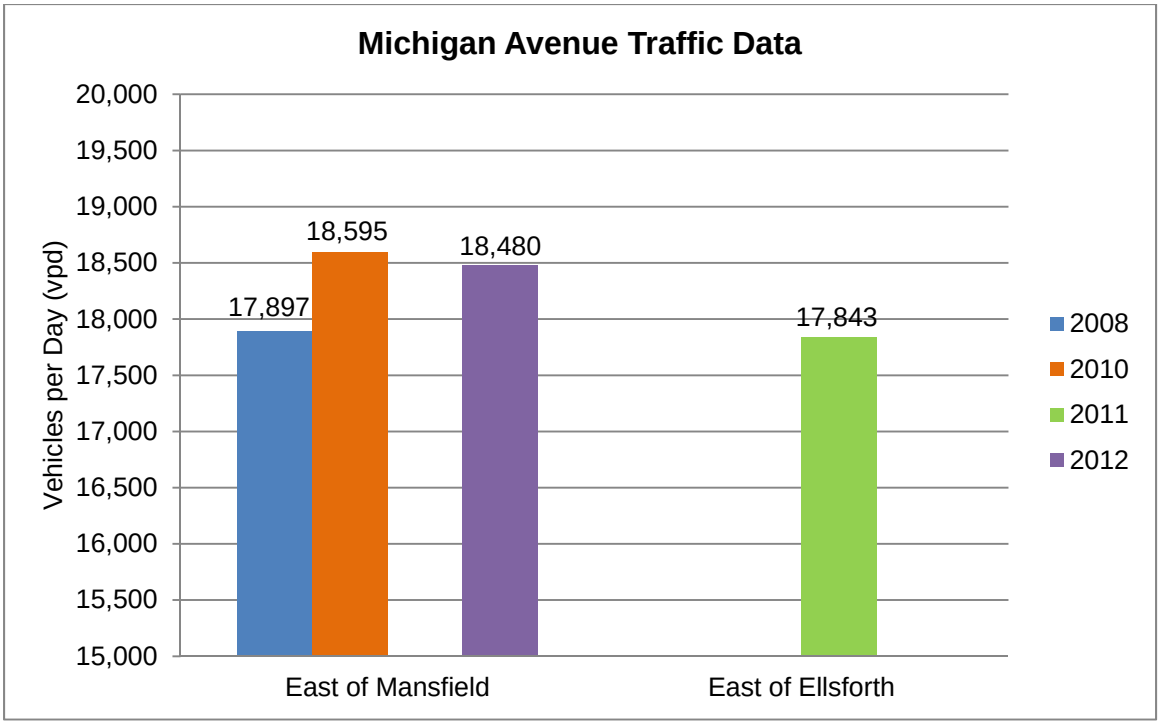
Traffic Data

MDOT requires agencies considering a road diet to determine the design life of the project and to develop traffic volume projects for the life of the project. The WCRC has based the design life of the project on the expected life cycle of the pavement overlay, which will be 10 years. Historic traffic volumes, shown below, were utilized in determining the projected traffic volumes.

The WCRC has a standard traffic data collection site on Michigan Avenue east of Mansfield Street. In addition, traffic data was collected on Michigan Avenue east of Ellsworth Road. Current automatic traffic recorder technology allows collecting raw, time-stamped data which provides various types of engineering information. The three most common types of information used by the WCRC are traffic volumes, vehicle classifications, and vehicle speeds.

Traffic data recently collected on Michigan Avenue is presented on Figure 2.

Figure 2 – Michigan Avenue Traffic Data



Washtenaw Area Transportation Study (WATS) has estimated a growth rate of 0.35% per year for Michigan Avenue during the 10 year design life of the project. Projected Average Daily Traffic (ADT) data for design year 2023 is presented in Table 3.

Table 3 – Projected ADT for 2023 Design Year

Location	Projected ADT
Michigan Ave East of Mansfield St	19,204 vpd
Michigan Ave East of Ellsworth Rd	18,610 vpd

Existing and projected traffic volumes on Michigan Avenue exceed 15,000 vehicles per day (vpd) and therefore operational analysis is required per MDOD 4 to 3 Lane Conversions policy. To perform such analysis, Turning Movement Counts (TCM) were performed by the WCRC at all three signalized intersections within the project area.

Michigan Avenue is experiencing highest traffic demand during PM peak. Figures 3 through 5 show TMC data collected in 2011 during PM peak hour.

Figure 3 – Michigan Avenue @ Hewitt Road PM peak hour (2011)

Figure 4 – Michigan Avenue @ Ellsworth Road PM peak hour (2011)

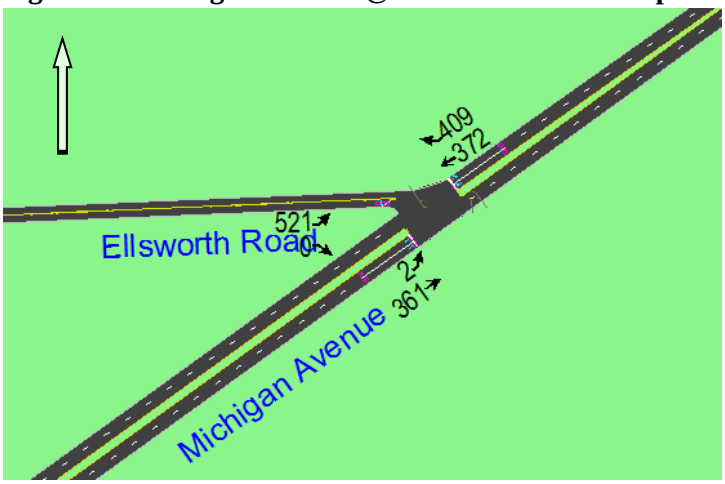


Figure 5 – Michigan Avenue @ Mansfield Street PM peak hour (2011)

Operational Analysis

Operational analysis was performed to evaluate impact of 4 to 3 lane conversion on delay and level of service (LOS) at signalized intersections within project area. The Synchro software package was used to conduct the operational analysis for existing condition, future condition with and without changes in the cross-section. Design life of this project is 10 years; growth rate of 0.35% per year was used to derive traffic volumes for design year of 2023. The PM peak hour was utilized as the design hour for the operational analysis. Results of the operational analysis are shown in Table 4 through Table 6.

Table 4 – Operational Analysis for Michigan Avenue @ Hewitt Road

Approach		Existing (4 lanes)		Future (4 lanes)		Future* (4 to 3 Conversion)	
		Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
SB (Hewitt Rd)	Left	43.6	D	44.2	D	44.1	D
	Thru	41.7	D	42.2	D	42.2	D
	Right	103.4	F	132.5	F	126.4	F
	Approach	*97.6*	*F*	*124.1*	*F*	*118.6*	*F*
WB (Michigan Ave)	Left	31.7	C	31.6	C	31.9	C
	Thru	37.4	D	37.4	D	37.5	D
	Right						
	Approach	*37.2*	*D*	*37.2*	*D*	*37.3*	*D*
NB (Hewitt Rd)	Left	47.6	D	48.5	D	46.4	D
	Thru	37.0	D	38.4	D	36.2	D
	Right						
	Approach	*41.8*	*D*	*43.1*	*D*	*40.9*	*D*
EB (Michigan Ave)	Left	34.7	C	36.5	D	31.6	C
	Thru	28.9	C	30.0	C	30.9	C
	Right	8.3	A	8.9	A	8.6	A
	Approach	*30.1*	*C*	*31.4*	*C*	*30.5*	*C*
Overall		**57.6**	**E**	**68.2**	**E**	**65.6**	**E**

* Signal timings were adjusted

The operational analysis shows that intersection of Michigan Avenue at Hewitt Road will not be affected by the proposed changes. Intersection, approach, and movement LOS will stay the same or improve when compared to the future conditions of existing layout.

Table 5 – Operational Analysis for Michigan Avenue @ Ellsworth Road

Approach		Existing (4 lanes)		Future (4 lanes)		Future* (4 to 3 Conversion)	
		Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
SB (Michigan Ave)	Thru	6.4	A	6.6	A	42.0	D
	Right						
	Approach	*6.4*	*A*	*6.6*	*A*	*42.0*	*D*
NB (Michigan Ave)	Left	10.9	B	11.0	B	13.0	B
	Thru					16.2	B
	Approach	*10.9*	*B*	*11.0*	*B*	*16.2*	*B*
EB (Ellsworth Rd)	Left	45.2	D	52.8	D	53.3	D
	Right						
	Approach	*45.2*	*D*	*52.8*	*D*	*53.3*	*D*
Overall		**19.9**	**B**	**22.4**	**C**	**40.1**	**D**

* Signal timings were adjusted

Intersection of Michigan Avenue and Ellsworth Road will be affected the most. Intersection LOS will degrade from C to D due to increase in delay for Michigan Avenue SB approach. Other approaches will maintain existing LOS with slight increase in delay due to projected increase in traffic volumes. Taking in consideration expected reduction in crash rates and severity and improved pedestrian and bicyclist safety in the corridor, LOS D for this intersection is considered reasonable.

Table 6 – Operational Analysis for Michigan Avenue @ Mansfield Street

Approach		Existing (4 lanes)		Future (4 lanes)		Future* (4 to 3 Conversion)	
		Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
SB (Mansfield St)	Left	20.5	C	21.0	C	21.3	C
	Thru						
	Right						
	Approach	*20.5*	*C*	*21.0*	*C*	*21.3*	*C*
WB (Michigan Ave)	Left	9.7	A	10.0	B	7.4	A
	Thru					14.6	B
	Right						
	Approach	*9.7*	*A*	*10.0*	*B*	*14.4*	*B*
NB (Mansfield St)	Left	22.4	C	23.4	C	26.4	C
	Thru						
	Right						
	Approach	*22.4*	*C*	*23.4*	*C*	*26.4*	*C*
EB (Michigan Ave)	Left	10.8	B	11.2	B	8.7	A
	Thru					17.0	B
	Right	3.1	A	3.0	A	2.3	A
	Approach	*10.3*	*B*	*10.7*	*B*	*15.7*	*B*
Overall		**12.3**	**B**	**12.8**	**B**	**16.9**	**B**

* Signal timings were adjusted

The operational analysis shows that 4 to 3 conversion will result in slightly higher delays at the intersection of Michigan Avenue and Mansfield Street. However, all movements will operate at LOS C or better.

Public Involvement

A public information meeting was held on April 18, 2013 where the project overview and potential impacts were presented. The audience consisted of residents from the neighborhoods adjacent to Michigan Avenue. Residents expressed concerns typical for 4 to 3 lane conversion projects, from ability of the future configuration to carry existing traffic volumes to number of sufficient gaps for the side streets traffic to get out. The WCRC staff provided examples of how the proposed project will accommodate some of their concerns and improve safety along the corridor. Most favorable comments were in regards to proposed left-turn lanes at the intersection of Michigan Ave and Mansfield St.

Ypsilanti Township indicated that they received requests for improvements along the corridor, including an installation of a two-way left-turn lane, at their regular Neighborhood Watch meetings. The Township is supportive of the project since it will address traffic, bicyclists, and pedestrians safety concerns they hear from the residents

Conclusion

The WCRC is proposing 4 to 3 conversion for Michigan Avenue, between Hewitt Road and Wallace Boulevard, which will provide two through lanes, a center left-turn lane, and bicycle lanes. Observed crash patterns on this segment identify that installing a center left-turn lane will

be highly beneficial. By reducing the number of conflicts, it is expected to reduce all prevailing crash types such as rear-end, rear end - left turn, head on – left turn, and angle.

Land uses that surround Michigan Avenue are residential and commercial, which generate not only vehicular trips, but also non-motorized trips. The reduction in the number of traffic lanes to cross and the installation of bicycle lanes will improve pedestrians and bicyclists' safety.

Operational analysis was performed for three signalized intersections within the project area. The proposed cross-section will not affect LOS at the intersection of Michigan Avenue and Hewitt Road. The intersection at Mansfield Street will experience slight increase in delay, however all movements will operate at LOS C or better. A significant increase in delay is expected for Michigan Avenue SB approach at the intersection with Ellsworth Road, which will degrade the intersection LOS to D. However, it is considered reasonable taking in consideration the expected safety benefits.

A public information meeting held on April 18, 2013 provided residents with the project overview and potential impacts. During the meeting the WCRC staff presented how the proposed project will address some of the raised concerns and answered questions regarding the project.

REQUEST FOR LEGISLATION
April 15, 2014

From: Stan Kirton, Public Works Director

Subject: Funding Request for Urgent Major Street Repairs

SUMMARY & BACKGROUND:

On March 18, 2014, the City staff provided OHM with a list of eleven road sections that needed evaluation and recommendations for repair options. OHM conducted site visits at all eleven locations. A cost analysis was done on these areas using industry best practices to provide the most cost effective repair options. On April 3, 2014, Mr. Lange and I met with Kent Early and Marcus McNamara from OHM to review the cost analysis and relative condition of each of the eleven sections. Four priority road sections were identified at this meeting. Each road section has different repair options and techniques to provide the most cost effective fix for the City of Ypsilanti. OHM was asked to prepare a summary of the conditions and proposed repair options for each of the four roads selected by the City of Ypsilanti as a priority for immediate repair.

Road Repair Locations:

- Cornell Road- N. Huron River Drive to Collegewood Road, at Kingwood Street intersection, and at Roosevelt Blvd intersection
- Harriet Street - Burton Ct. to Huron, north side between Hamilton and Huron
- N. Huron River Drive - Cross to 2300' west of LeForge
- Prospect Road- Cross Street to 215' north Forest Avenue

Cornell

The section of Cornell Road between North Huron River Drive and Collegewood is concrete pavement. The pavement is beginning to deteriorate severely in several sections. Three of these sections are being proposed to have full depth concrete repairs. A 2,250 square foot section near Gregory Street and three 400 square foot sections between Ainsley Street and Mayhew are proposed to be repaired with full depth removal and concrete repair. This is proposed as a long term repair technique.

Cornell Road is a hot mix asphalt road from Mayhew to Kingwood Street. Four locations are identified for repair on the asphalt section of Cornell: a 750 square foot section south of Collegewood Street; a 1,500 square foot section at Kingwood Street; and a 6,000 square foot section at Roosevelt Boulevard. All three locations are proposed to receive a 1-½ inch asphalt cap placed over the existing asphalt surface. This technique

is a short term solution to improve safety by eliminating the need to swerve into oncoming lanes to avoid severely damaged road areas.

Harriet

Harriet Street between Burton Court and Huron Street is a variable width hot mix asphalt roadway. The area between Hamilton Street and Huron Street is a high volume road that has most of the damage on the north half of the road (westbound lanes). The recommendation is to perform a 2-inch mill and overlay for the entire 700 feet in the north two lanes and the 300 feet of turn lane approaching Hamilton Street. In addition a 3,300 square foot section at Burton Court will receive a 2-inch mill and overlay. Finally, a repair will be made on the east side of Huron Street at Harriet Street on the north side to repair the damaged section abutting Huron Street. The mill and overlay provides a 3-5 year pavement life extension while greatly improving the rideabilty and traffic safety.

North Huron River Drive

North Huron River Drive is a major road with significant rideabilty issues from Cross Street to 2,300 feet west of LeForge Road. Approximately 110,000 square feet of pavement is being proposed to receive a wedge and pavement overlay. The work in these areas accounts for about 60% of the traveled road surface between Cross Street and LeForge Road. No work is proposed for the parking lane between Cross and Forest. This is a short term temporary repair to improve safety for this high traffic route. The poor condition of the pavement currently causes drivers to weave between the drive lanes in order to avoid potholes.

North Prospect Road

North Prospect Road between Cross Street and Forest Avenue is scheduled for a complete reconstruction in 2015. Sections of the road are damaged extensively and pose an immediate safety concern. A short term repair in these areas is being recommended consisting of asphalt wedging and a 1- inch cap of hot mix asphalt. Only the most severely damaged areas are being considered for repair. Approximately 50% of the road (16,500 square feet of work) will be capped. The remaining sections are in good enough condition to allow for traffic use until full reconstruction.

Cost Estimate

A detailed cost estimate broken down by section is provided below. Please note the contingency and engineering fees are included in the estimated total of $249,000. This amount would be the total amount the City would need to budget for the proposed improvements.

Street Location & Section	**Estimated Cost**
Cornell - N. Huron River Dr. to Collegewood, @ Kingwood, @ Roosevelt	$36,000.00
Harriet - Burton Ct. to Huron, north side between Hamilton and Huron	$55,000.00
N. Huron River Dr. - Northbound -Lowell to Cross, McDonalds to River Rain Apartments	$71,000.00
Prospect- Cross to 215' N. of Forest	$24,000.00
Subtotal:	$186,000.00
15% Contingency:	$28,000.00
Construction Subtotal:	$205,000.00
6% Design Fees:	$13,000.00
10% Construction Services:	$22,000.00
Total:	**S249,000.00**

Note: 10% estimated cost for construction services based on City staff assisting with the management of the construction phase (contract administration, inspection, etc).

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resolution, Photos, OHM Summary

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: April 15, 2015_

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

Resolution No. 2010 - 101
April 15, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the harsh winter season has left several major streets within the city limits in dire condition, and,

WHEREAS, OHM was asked to evaluate eleven (11) sections of major streets that were identified by city staff as in need of urgent repairs; and

WHEREAS, City staff reviewed the summary of the cost analysis and conditions prepared by OHM and prioritized four (4) street segments for repairs, Cornell Road – Huron River Drive to Collegewood, at Kingwood Street intersection, and Roosevelt Blvd. intersection; Harriet Street-Burton Court to Huron, north side between Hamilton and Huron; N. Huron River Drive-Cross to 2300' west of LeForge; and Prospect Road-Cross street to 215' north of Forest Ave., and

WHEREAS, the current and future driveabilty of these four (4) street segments is severely impaired and poses a monumental safety concern, and

WHEREAS, the cost estimate to repair the street segments are estimated to be $249,000.00, including construction, engineering and a 15% contingency, and

WHEREAS, City staff is requesting council allocate funds in the amount of $249,000.00 to the Major Road Fund to expedite these needed repairs, and

Now therefore be it resolved that the City Council authorizes staff to issue a Request for Proposals (RFP) to make repairs to these four street segment, and

FURTHER, that City Council authorizes $249,000.00 be allocated to the Major Road Fund to fund these repairs.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

ARCHITECTS. ENGINEERS. PLANNERS.

OHM Advancing Communities

Date: April 8, 2014

To: Ralph A. Lange, City Manager

From: Marcus McNamara, OHM

CC: Stan Kirton, DPS Director
Kent Early, OHM

Re: 2014 Urgent Road Repair Selection

Background

On March 18, 2014, the City of Ypsilanti provided OHM with a list of eleven road sections that needed evaluation and recommendations for repair options. A site visit was conducted at all eleven locations. A cost analysis was done on these areas using industry best practices to provide the most cost effective repair options. The cost analysis and relative condition of each of the eleven sections was discussed at a meeting with the DPS Director and yourself on April 3, 2014. Four priority road sections were identified at this meeting. Each road section has different repair options and techniques to provide the most cost effective fix for the City of Ypsilanti. OHM was asked to prepare a summary of the conditions and proposed repair options for each of the four roads selected by the City of Ypsilanti as a priority for immediate repair.

Road Repair Locations:

- Cornell Road- N. Huron River Drive to Collegewood Road, at Kingwood Street intersection, and at Roosevelt Blvd intersection
- Harriet Street - Burton Ct. to Huron, north side between Hamilton and Huron
- N. Huron River Drive - Cross to 2300' west of LeForge
- Prospect Road- Cross Street to 215' north Forest Avenue

Cornell

The section of Cornell Road between North Huron River Drive and Collegewood is concrete pavement. The pavement is beginning to deteriorate severely in several sections. Three of these sections are being proposed to have full depth concrete repairs. A 2,250 square foot section near Gregory Street and three 400 square foot sections between Ainsley Street and Mayhew are proposed to be repaired with full depth removal and concrete repair. This is proposed as a long term repair technique.

Cornell Road is a hot mix asphalt road from Mayhew to Kingwood Street. Four locations are identified for repair on the asphalt section of Cornell: a 750 square foot section south of Collegewood Street; a 1,500 square foot section at Kingwood Street; and a 6,000 square foot section at Roosevelt Boulevard. All three locations are proposed to receive a 1-½ inch asphalt cap placed over the existing asphalt surface. This technique is a short term solution to improve safety by eliminating the need to swerve into oncoming lanes to avoid severely damaged road areas.

Harriet

Harriet Street between Burton Court and Huron Street is a variable width hot mix asphalt roadway. The area between Hamilton Street and Huron Street is a high volume road that has most of the damage on the north half of the road (westbound lanes). The recommendation is to perform a 2-inch mill and overlay for the entire 700 feet in the north two lanes and the 300 feet of turn lane approaching Hamilton Street. In addition a 3,300 square foot section at Burton Court will receive a 2-inch mill and overlay. Finally, a repair will be made on the east side of Huron Street at Harriet Street on the north side to repair the damaged section abutting Huron Street. The mill and overlay provides a 3-5 year pavement life extension while greatly improving the rideabilty and traffic safety.

North Huron River Drive

North Huron River Drive is a major road with significant rideabilty issues from Cross Street to 2,300 feet west of LeForge Road. Approximately 110,000 square feet of pavement is being proposed to receive a wedge and pavement overlay. The work in these areas accounts for about 60% of the traveled road surface between Cross Street and LeForge Road. No work is proposed for the parking lane between Cross and Forest. This is a short term temporary repair to improve safety for this high traffic route. The poor condition of the pavement currently causes drivers to weave between the drive lanes in order to avoid potholes.

North Prospect Road

North Prospect Road between Cross Street and Forest Avenue is scheduled for a complete reconstruction in 2015. Sections of the road are damaged extensively and pose an immediate safety concern. A short term repair in these areas is being recommended consisting of asphalt wedging and a 1- inch cap of hot mix asphalt. Only the most severely damaged areas are being considered for repair. Approximately 50% of the road (16,500 square feet of work) will be capped. The remaining sections are in good enough condition to allow for traffic use until full reconstruction.

Cost Estimate

A detailed cost estimate broken down by section is provided below. Please note the contingency and engineering fees are included in the estimated total of $249,000. This amount would be the total amount the City would need to budget for the proposed improvements.

Street Location & Section	**Estimated Cost**
Cornell - N. Huron River Dr. to Collegewood, @ Kingwood, @ Roosevelt	$ 36,000.00
Harriet - Burton Ct. to Huron, north side between Hamilton and Huron	$ 55,000.00
N. Huron River Dr. - Northbound -Lowell to Cross, McDonalds to River Rain Apts	$ 71,000.00
Prospect- Cross to 215' N. of Forest	$ 24,000.00
Subtotal:	$ 186,000.00
15% Contingency:	$ 28,000.00
Construction Subtotal:	$ 205,000.00
6% Design Fees:	$ 13,000.00
10% Construction Services:	$ 22,000.00
Total:	**$ 249,000.00**

Note: 10% estimated cost for construction services based on City staff assisting with the management of the construction phase (contract administration, inspection, etc).

Site Photographs

The following site photographs of the repair locations are provided for reference.

Cornell Road concrete repair

Cornell Road near Roosevelt Boulevard repair

Huron River Drive near McDonalds

Huron River Drive at LeForge

Harriet at Huron St.

North side of Harriet between Hamilton and Huron St.

2014 URGENT ROAD REPAIR SELECTION

Cornell Road

Legend

- Remove and replace full depth concrete. Approx. 3,000 SF
- Approx. 8,000 SF of 1" HMA wedge and cap

0 300 600
Feet

1" = 300'

Source: Data provided by Washtenaw County and USDA FSA. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 StatePlane Michigan South FIPS 2113 IntlFeet

Map Published: April 10, 2014

OHM
888.522.6711 | ohm-advisors.com

P:\0000_0100\0094130000_GeneralSrvcs\RoadRepairs_GIS\Cornell_11x17.mxd

2014 URGENT ROAD REPAIR SELECTION

Hariett Street

Legend

Approx. 25,000 SF of 2" HMA mill and pave, pavement repair

0 150 300
Feet

1" = 150'

Source: Data provided by Washtenaw County and USDA FSA. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 StatePlane Michigan South FIPS 2113 IntlFeet

Map Published: April 10, 2014

OHM
888.522.6711 | ohm-advisors.com

P:\0000_0100\0094130000_GeneralSrvcs\RoadRepairs_GIS\Harriet_11x17.mxd

2014 URGENT ROAD REPAIR SELECTION

Huron River Road

Legend

Approx. 110,000 SF of 1" HMA wedge and cap from, Cross St to West of Laforge

0 400 800
Feet

1" = 400'

Source: Data provided by Washtenaw County and USDA FSA. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 StatePlane Michigan South FIPS 2113 IntlFeet

Map Published: April 10, 2014

OHM
888.522.6711 | ohm-advisors.com

P:\0000_0100\0094130000_GeneralSrvcs\RoadRepairs_GIS\Huron_River_11x17.mxd

2014 URGENT ROAD REPAIR SELECTION

Prospect Street

Legend

Approx. 5,000 SF of 1" HMA wedge and cap

0 150 300
Feet

1" = 150'

Source: Data provided by Washtenaw County and USDA FSA. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 StatePlane Michigan South FIPS 2113 IntlFeet

Map Published: April 10, 2014

OHM
888.522.6711 | ohm-advisors.com

P:\0000_0100\0094130000_GeneralSrvcs\RoadRepairs_GIS\Prospect_11x17.mxd

LED STREETLIGHT CONVERSION

PRESENTATION TO CITY COUNCIL

April 15, 2014

Summary & Background:

- The City has been engaged in converting streetlight fixtures to LED since 2011
- Currently 799 streetlights have been converted or are in the process of being converted
- The 2012 Climate Action Plan adopted by City Council recommended the continued conversion to LED streetlights to save on energy costs

Proposed Agreement with DTE Energy (Community Lighting Division)

Estimated cost to convert 876 lights to LED:	$371,902
DTE Energy Rebate:	$31,458.04
Net cost to convert 876 lights to LED:	**$340,443.96**
Current energy cost for 876 streetlights:	$275,705 annually
Estimated energy cost after LED conversion:	$219,329 annually
Net savings to City:	**$56,376 annually**
Return on investment (ROI):	Approximately 4.9 years

DTE Energy

City of Ypsilanti
Pride. Diversity. Heritage.

Breakdown of 876 Lights To Be Converted by DTE Energy

64 Mercury Vapor Lights

- 1 – 175 watt MV cobrahead to 65 watt LED
- 4 – 400 watt MV cobraheads to 135 watt
- 40 - 175 watt MV cobraheads to 65 watt LED
- 15 - 250 watt MV cobraheads to 130 watt LED
- 4 – 400 watt MV cobraheads to 135 watt LED

Breakdown of 876 Lights To Be Converted by DTE Energy

812 High Pressure Sodium Lights

- 7 – 70 watt HPS cobraheads to 65 watt LED
- 55 – 100 watt HPS cobraheads to 65 watt LED
- 225 – 250 watt HPS cobraheads to 135 watt LED
- 12 – 400 watt HPS cobraheads to 280 watt LED
- 276 – 100 watt HPS Granville Acorns to 80 watt LED Granville Acorns
- 11 – 100 watt HPS Colonials to 80 watt LED Granville Acorns
- 146 - 100 watt HPS cobraheads to 65 watt LED
- 64 - 250 watt HPS cobraheads to 135 watt LED
- 16 - 400 watt HPS cobraheads to 280 watt LED

LED STREETLIGHT CONVERSIONS
Budget Implications

- The FY 2013-2014 budget includes funding for the LED streetlight conversions.
- This program will eliminate all Mercury Vapor streetlights in the City and some High Pressure Sodium Lights
- Substantial decrease in energy costs

LED STREETLIGHT CONVERSION ATTACHMENT A

Phase	Year	# of Lights	Bill Before	Bill After	Cost Savings
Phase 1	2011	34 LED	$9,771.84	$9,771.84	-0-
Phase 2	2012	36 Series	$18,558.48	$11,211.00	$7,346.48
Phase 2	2012	224 Conversion	$50,874.56	$33,947.44	$16,927.12
Phase 3	*2013	505 Conversion	$121,192.00	$81,094.00	$40,098.00
Phase 4	**2014**	**876 Conversion**	**$275,705.00**	**$219,329.00**	**$56,376.00**
Phase 5	Future	(6 Conversion)	-	-	-
		1675 Total Lights	$476,101.88	$355,353.28	$120,747.60

LED STREETLIGHT CONVERSION ATTACHMENT B

Phase	Year	# of Lights	Net Cost	Energy Savings
-		-		
Phase 1	2011	34 LED	$0.00	$0.00
Phase 2	2012	36 Series	$8,568.00	$7,346.00
Phase 3	2012	224 Conversion	$52,576.00	$16,927.00
Phase 4	2013	505 Conversion	$189,807.00	$40,098.00
Phase 5	2014	876 Conversion	$340,444.00	$56,376.00
		1675 Total Lights	$591,395.00	$120,747.00

Note: Return on Investment approximately 4.9 years

LED STREETLIGHT CONVERSION ATTACHMENT C

Summary of phase four LED Project:

Gross Project Cost $376,702
Less DTE Contribution ($4,160)
Total Upfront Cost $371,902
Annual Savings $56,376
EO Rebate after Construction $31,458.04
Total net project cost $340,444

Special Assessment summary if phase four is approved by City Council

Predicted revenue from 2 year SAD	$555,664
Minus net cost of phase three conversions	$189,807
Minus net cost of phase four conversions	$340,444
Remaining positive balance in fund	$ 25,413

REQUEST FOR LEGISLATION
April 15, 2014

From: Ralph A. Lange, City Manager
Stan Kirton, Director of Public Services

Subject: Special Streetlight Assessment

Summary and Background

City staff has continued to work with DTE on making city street lights better in light quality and more energy efficient. The timing of the city's efforts has been especially good and costs have come down. The city has qualified for rebates on the cost of implementing the necessary conversion work. The special assessment process provided for the conversion of 1,189 streetlights to more efficient LED lights. As a result of many factors, it is now possible for the city to convert all but six of the remaining streetlights to LED and stay under the revenues the special assessment estimate of $555,564 is predicted to generate.

Converting 876 additional city streetlights to LED will result in increased savings to the city of approximately $56,000 annually.

The City is currently limited to converting a maximum of 684 streetlights to LED paid for using the streetlight special assessment revenues.

Pursuant to City Charter Section 90-63, Council action is required to amend the special assessment plans and specifications to increase this limit.

The attached resolution for Council would amend the special assessment plans and specifications to allow the conversion of as many streetlights as possible within the special assessment capture, and provide that the remaining streetlights be converted using general fund dollars.

RECOMMENDED ACTION: Approval of the Resolution

ATTACHMENTS: Proposed Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE_____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

Resolution No. 2014 - 102
April 15, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, Pursuant to city code section 90-63, the plans and specifications for the street light special assessment district are hereby amended to include the conversion of as many city street lights as possible (at least 876 additional lights) may be upgraded to LED as long as the net cost of this work remains under the original cost estimate of $555,564, and;

Whereas, All remaining street lights may be upgraded and paid for using general fund dollars, and;

Whereas, These amended improvements are necessary and benefit both the general public and individual parcels directly, for no additional cost, through increased visibility, security, and safety, and:

NOW THEREFORE BE IT RESOLVED that the amended improvement is so ordered.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

City of Ypsilanti – 2014 LED Conversion Project Summary

Assessment Amount	$555,664.00
Assessment Lights	1189
2013 project Cost	$215,707.00
2013 EO Rebate	$25,900.00
2013 # lights converted	505
2013 Annual Savings	$40,097.62
Cobrahead EO Rebate	$25,375.00
Post-top EO Rebate	$5,593.04
2014 EO Rebate Total	$30,968.04
Funds Remaining from 2013	$365,857.00
2014 Assessment $ Available (2103 Funds Remaining + EO Rebate)	$396,825.04

<u>Convert under Assessment</u>
lights: 684
Cost: $319,187

<u>Convert under General Fund</u>
lights: 183
Cost: $52,521

Cost to Convert 867 lights: $371,708
Less DTE Contribution: $4,030
Customer Contribution: $367,678

Current Annual invoice for 867 lights: $275,705
Future Annual invoice for 867 lights: $220,060
Annual Savings: $55,645

REQUEST FOR LEGISLATION
April 15, 2014

To: Mayor & City Council
From: Ralph A. Lange, City Manager

Subject: Proposed Purchase Agreement with DTE Energy for Streetlight Conversions

---

Summary & Background: The City has been engaged in converting streetlight fixtures to LED. The conversions began on W. Cross Street in 2011, and to date, 799 streetlights have been converted. Continuing with the 2012 Climate Action Plan adopted by City Council, the City is proceeding with LED streetlight conversions, in order to save on energy costs.

The purpose of this RFL is to approve Phase Four of the LED street light conversions. This final phase will convert an additional 876 streetlights to LED. City staff has been in regular communications with Joe Honce of DTE Energy Community Lighting Division, to discuss available DTE Energy programs and promotions. Under this agreement with DTE Energy, the City will receive a rebate for converting 876 streetlights to LED.

Estimated cost to convert 876 lights to LED:	$371,902
Credit for 3 years of lamp charges:	$31,458.04
Net cost to convert 876 lights to LED:	**$340,444**
Current energy cost for 876 streetlights:	$275,705 annually
Estimated energy cost after LED conversion:	$219,329 annually
Net savings to City:	**$56,376 annually**
Return on investment (ROI):	Approximately 4.9 years.

Breakdown of 876 lights to be converted by DTE Energy:

Underground fed
1 – 175 watt MV cobrahead to 65 watt LED
4 – 400 watt MV cobraheads to 135 watt LED
7 – 70 watt HPS cobraheads to 65 watt LED
55 – 100 watt HPS cobraheads to 65 watt LED
225 – 250 watt HPS cobraheads to 135 watt LED
12 – 400 watt HPS cobraheads to 280 watt LED
276 – 100 watt HPS Granville Acorns to 80 watt LED Granville Acorns
11 – 100 watt HPS Colonials to 80 watt LED Granville Acorns

Overhead fed
40 - 175 watt MV cobraheads to 65 watt LED

15 - 250 watt MV cobraheads to 130 watt LED
4 – 400 watt MV cobraheads to 135 watt LED
146 - 100 watt HPS cobraheads to 65 watt LED
64 - 250 watt HPS cobraheads to 135 watt LED
16 - 400 watt HPS cobraheads to 280 watt LED

FY 2013-2014 Budget Implications: The FY 2013-2014 budget includes funding LED streetlight conversions. If approved, this contract will eliminate all but six of the City's Mercury Vapor streetlights and High Pressure Sodium Lights, resulting in a substantial decrease in energy costs.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resolution, Contract, Attachments A-C

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: April 15, 2014_

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

Resolution No. 2014-103
April 15, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti contracts with DTE ENERGY to provide and maintain street lights within the city limits; and

WHEREAS, DTE ENERGY is initiating programs this year, one of which is the Mercury Vapor and High Pressure Sodium Conversion Program; and

WHEREAS, participation in this program will replace 64 Mercury Vapor and 812 High Pressure Sodium light fixtures with the LED light fixtures; and

WHEREAS, the City's participation in this program will substantially decrease streetlight energy costs; and

WHEREAS, agreements are needed between the City and DTE Energy in order to participate in the conversion programs; and

NOW, THEREFORE BE IT RESOLVED THAT the City Council approves an agreement and issuance of required purchase order with DTE Energy to replace 64 Mercury Vapor and 812 High Pressure Sodium light fixtures with the LED light fixtures in accord with the information provided in the Request for Legislation and Attachments A-C, Phase Four conversion of 876 lights.

OFFERED BY: _____

SUPPORTED BY: _____

YES: 0 NO: 0 ABSENT: 0 VOTE:

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of April 8, 2014 between The Detroit Edison Company ("Company") and City of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated August 9, 2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	37882582	
2. Location where Equipment will be installed:	Various light locations in the City of Ypsilanti, as more fully described on the map attached hereto as Attachment 1.	
3. Total number of lights to be installed:	876	
4. Description of Equipment to be installed (the "Equipment"):	Underground fed 1 – 175 watt MV cobrahead to 65 watt LED 4 – 400 watt MV cobraheads to 135 watt LED 7 – 70 watt HPS cobraheads to 65 watt LED 55 – 100 watt HPS cobraheads to 65 watt LED 225 – 250 watt HPS cobraheads to 135 watt LED 12 – 400 watt HPS cobraheads to 280 watt LED 276 – 100 watt HPS Granville Acorns to 80 watt LED Granville Acorns 11 – 100 watt HPS Colonials to 80 watt LED Granville Acorns Overhead fed 40 - 175 watt MV cobraheads to 65 watt LED 15 - 250 watt MV cobraheads to 130 watt LED 4 – 400 watt MV cobraheads to 135 watt LED 146 - 100 watt HPS cobraheads to 65 watt LED 64 - 250 watt HPS cobraheads to 135 watt LED 16 - 400 watt HPS cobraheads to 280 watt LED	
5. Estimated Total Annual Lamp Charges	$221,517	
6. Computation of Contribution in aid of Construction ("CIAC Amount")	Total estimated construction cost, including labor, materials, and overhead:	$371,902
	Credit for 3 years of lamp charges:	$N/A
	CIAC Amount (cost minus revenue)	**$371,902**

7. Payment of CIAC Amount:	Total due promptly upon execution of this Agreement: $371,902 (Per City of Ypsilanti, will be paid from Streetlight Assessment funds)
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) ☐ YES ☒ NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices _____
10. Customer Address for Notices:	Ralph Lange One South Huron St Ypsilanti, MI 48197

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) ☐YES ☒NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least ___ posts and ___ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at _____. Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: _____Title: _____

Phone Number:_____Email: _____

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warrantees, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one) ☒YES ☐NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment. .

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

****

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:	Customer:
The Detroit Edison Company	City of Ypsilanti
By: _____	By: _____
Name: _____	Name: _____
Title:_____	Title:_____

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

PHASE FOUR
LED STREETLIGHTS CONVERSION TO LED
REQUEST FOR LEGISLATION: ATTACHMENT A

Phase	Year	# of Lights	Bill Before	Bill After	Cost Savings
Phase 1	2011	34 LED	$9,771.84	$9,771.84	-0-
Phase 2	2012	36 Series	$18,558.48	$11,211.00	$7,346.48
Phase 2	2012	224 Conversion	$50,874.56	$33,947.44	$16,927.12
Phase 3	*2013	505 Conversion	$121,192.00	$81,094.00	$40,098.00
Phase 4	**2014**	**876 Conversion**	**$275,705.00**	**$219,329.00**	**$56,376.00**
Phase 5	Future	(6 Conversion)	-	-	-
		1675 Total Lights	$476,101.88	$355,353.28	$120,747.60

PHASE FOUR

LED STREETLIGHTS CONVERSION TO LED				
REQUEST FOR LEGISLATION : ATTACHMENT B				
Phase	**Year**	**# of Lights**	**Net Cost**	**Energy Savings**
Phase 1	2011	34 LED	$0.00	$0.00
Phase 2	2012	36 Series	$8,568.00	$7,346.00
Phase 3	2012	224 Conversion	$52,576.00	$16,927.00
Phase 4	2013	505 Conversion	$189,807.00	$40,098.00
Phase 5	2014	876 Conversion	$340,444.00	$56,376.00
		1675 Total Lights	$591,395.00	$120,747.00
Note: Return on Invement approximately 4.9 years				
S:\Clerk's Office\CITY COUNCIL MEETINGS\CITY COUNCIL MEETINGS\2014 City Council Meetings\04-15-2014\LED Conversion\DTE Purchase Agreement\[Phase Four LED Streetlights Conversion to LED - Attachment B.xls]Sheet1				

ATTACHMENT C

Conversion of 876 City Street lights project to LED

Phase Four

Summary of phase four LED Project:

Gross Project Cost $376,702
Less DTE Contribution ($4,160)
Total Upfront Cost $371,902
Annual Savings $56,376
EO Rebate after Construction $31,458.04

Total net project cost $340,444

Special Assessment summary if phase four is approved by City Council

Predicted revenue from 2 year SAD	$555,664
Minus net cost of phase three conversions	$189,807
Minus net cost of phase four conversions	$340,444
Remaining positive balance in fund	$ 25,413

City Manager's Note: Thank you to City staff, City Council and DTE for all working diligently to make this project a success. Some of the information above was provided by Joe Honce Principal Account Manager for DTE energy.

Resolution No. 2014-104
April 15, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or two (2) members of Council.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE: